AGENDA ESCAMBIA COUNTY PLANNING BOARD December 3, 2019–8:35 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. Approval of Minutes.
 - A. A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the November 5, 2019 Rezoning Planning Board Meeting.
 - B. Planning Board Monthly Action Follow-up Report for November 2019.
 - C. Planning Board 6-Month Outlook for December 2019.
- 5. Acceptance of Planning Board Meeting Packet.
- 6. Public Hearings.
 - A. <u>A Public Hearing Concerning the Review of an Ordinance Amending the</u> Future Land Use Map, SSA-2019-03

That the Board review and recommend to the Board of County Commissioners (BCC) for action, an ordinance amending the Future Land Use Map (FLUM) of the Comprehensive Plan by Small-Scale Amendment SSA-2019-03.

B. <u>A Public Hearing Concerning the Review of an Ordinance Amending</u> <u>Chapter 7, Policy 1.1.1 to Provide for an Amendment to the 2030 Future</u> <u>Land Use Map</u> That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel, requesting to change the existing FLUM designation from Commercial (C) to Mixed-Use Urban (MU-U).

- 7. Action/Discussion/Info Items.
- 8. Public Forum.
- 9. Director's Review.
- 10. County Attorney's Report.
- 11. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Tuesday**, **January 7, 2020 at 8:30 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

- 12. Announcements/Communications.
- 13. Adjournment.



Planning Board-Regular Meeting Date: 12/03/2019 4. A.

Agenda Item:

A. **<u>RECOMMENDATION</u>**: That the Planning Board review and approve the Meeting Resume' Minutes of the November 5, 2019 Rezoning Planning Board Meeting.

B. Planning Board Monthly Action Follow-up Report for November 2019.

C. Planning Board 6-Month Outlook for December 2019.

Attachments

November 5, 2019 Draft Rezoning Planning Board Meeting Minutes Monthly Action Follow-Up Six Month Outlook



RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL REZONING November 5, 2019

CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE, BOARD CHAMBERS PENSACOLA, FLORIDA (8:32A.M. – 10:49 A.M.)

- Present: Reid Rushing Jay Ingwell Timothy Pyle Patty Hightower Eric Fears Gary Sammons Stephen Opalenik Absent: Wayne Briske, Chairman William Clay Staff Present: Allyson Lindsay, Urban Planner II Horace Jones, Director, Development Services Kayla Meador, Sr Office Assistant Kia Johnson, Assistant County Attorney
- 1. Call to Order.
- 2. Pledge of Allegiance to the Flag was lead by Eric Fears
- 3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Reid Rushing, Seconded by Eric Fears Motion was made to waive the reading of the legal advertisement

Vote: 5 - 0 Approved

Other: Wayne Briske (ABSENT) William Clay (ABSENT)

- 4. Approval of Minutes.
 - Α.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the September 3, 2019 Rezoning and Regular Planning Board Meeting.

- B. Planning Board Monthly Action Follow-up Report for October 2019 .
- C. Planning Board 6-Month Outlook for November 2019.

Motion by Eric Fears, Seconded by Jay Ingwell Motion was made to accept the September meeting mintues

Vote: 5 - 0 Approved

Other: Wayne Briske (ABSENT) William Clay (ABSENT)

5. Acceptance of Rezoning Planning Board Meeting Packet.

Motion by Eric Fears, Seconded by Jay Ingwell Motion was made to accept the Planning Board meeting packet

Vote: 5 - 0 Approved

Other: Wayne Briske (ABSENT) William Clay (ABSENT)

- 6. Quasi-judicial Process Explanation.
- 7. Public Hearings.

Α.

Case #:	Z-2019-18
Applicant:	
	Wiley C. "Buddy" Page, Agent
	for Knop Family Trust
Address:	5524 Tamarack St & 5504 Bellamy Ave
Property	1.23 (+/-) acres and 3.96 (+/-)
Size:	acres totaling 5.19 (+/-) acres
From:	Com, Commercial (25 du/acre)
To:	HC/LI-NA, Heavy Commercial
	and Light Industrial,
	prohibiting the subsequent
	establishment of any
	microbreweries,
	microdistilleries,
	microwineries, bars,
	nightclubs, or adult
	entertainment uses (25
	du/acre)

Motion by Jay Ingwell, Seconded by Eric Fears

Motion was made to accept the applicants compatibility analysis and the HC/LI-NA acknowledgement form

Vote: 5 - 0 Approved

Other: Wayne Briske (ABSENT) William Clay (ABSENT)

Motion by Eric Fears, Seconded by Reid Rushing Motion was made to accept pictures from the applicant

Vote: 5 - 0 Approved

Other: Wayne Briske (ABSENT) William Clay (ABSENT)

Motion by Jay Ingwell, Seconded by Eric Fears Motion was made to deny the rezoning case

Vote: 3 - 2 Approved

Voted No:	: Timothy Pyle			
	Gary Sammons			
Other:	Wayne Briske (ABSENT) William Clay (ABSENT)			

8. Discussion: Tree Ordinance Update.

9. Adjournment.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES DEPARTMENT 3363 WEST PARK PLACE PENSACOLA, FLORIDA 32505 PHONE: 850-595-3475 FAX: 850-595-3481 www.myescambia.com

<u>Memorandum</u>

TO: Planning Board

FROM: Kayla Meador, Board Clerk

DATE: November 25, 2019

RE: Monthly Action Follow-Up Report for November 2019

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

PROJECTS, PLANS, & PROGRAMS

COMMITTEES & WORKING GROUP MEETINGS

COMPREHENSIVE PLAN AMENDMENTS

- Text Amendments:
- Map Amendments:

LSA-2019-02 FLU change from MU-U to I

- 09-03-19 PB recommended approval
- 10-03-19 BCC approved transmittal to DEO
- 12-05-19 BCC meeting

LAND DEVELOPMENT CODE ORDINANCES

REZONING CASES

- 1. Rezoning Case Z-2019-15 09-03-19 PB recommended approval 12-05-19 BCC meeting
- Rezoning Case Z-2019-18
 11-05-19 PB recommended denial
 12-05-19 BCC meeting

PLANNING BOARD MONTHLY SCHEDULE SIX MONTH OUTLOOK FOR DECEMBER 2019

(Revised 11/25/19)

A.H. = Adoption Hearing T.H. = Transmittal Hearing P.H. = Public Hearing * Indicates topic/date is estimated—subject to staff availability for project completion and/or citizen liaison

Meeting Date	LDC Changes and/or Public Hearings	Comprehensive Plan Amendments	Rezoning	Reports, Discussion and/or Action Items
Tuesday, December 3, 2019		 SSA-2019-03 LSA-2019-05 		
Tuesday, January 7, 2020	OSP-2019-01OSP-2019-02			
Tuesday, February 4, 2020				
Tuesday, March 3, 2020				
Tuesday, April 7, 2020				
Tuesday, May 5, 2020				

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



Planning Board-Regular

Meeting Date: 12/03/2019

Issue: A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map; SSA-2019-03

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

<u>A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map.</u> <u>SSA-2019-03</u>

That the Board review and recommend to the Board of County Commissioners (BCC) for action, an ordinance amending the Future Land Use Map (FLUM) of the Comprehensive Plan by Small-Scale Amendment SSA-2019-03.

BACKGROUND:

The small-scale amendment to the future land use (FLU) map of Escambia County proposes to change the FLU category of a 0.41 parcel from Commercial (C) to Mixed-Use Urban (MU-U). The parcel is currently developed and surrounded by residential and non-residential uses. The amendment is proposed to eliminate the Commercial FLU-based restriction on the subject parcel that allows residential development only when secondary to commercial development. The proposed FLU change would expand an existing adjoining area of MU-U to include the parcel.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

6. A.

The proposed Ordinance is required by Comprehensive Plan policies to "designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas." Amendment of the FLU Map to designate such land uses requires public hearing review and recommendation by the Board prior to approval by the BCC.

IMPLEMENTATION/COORDINATION:

This Ordinance amending the FLUM of the Comprehensive Plan will be filed with the Department of State following adoption by the BCC.

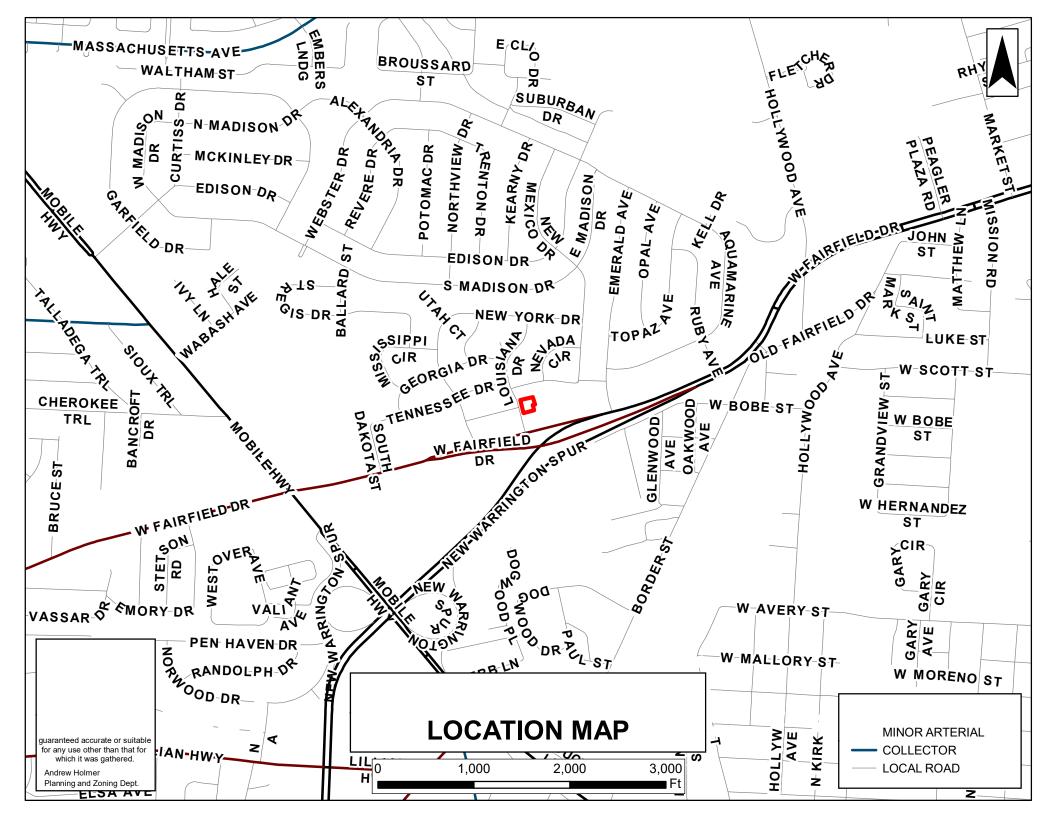
Implementation of this Ordinance will consist of an amendment to the FLUM and distribution of a copy of the adopted Ordinance to staff and interested citizens.

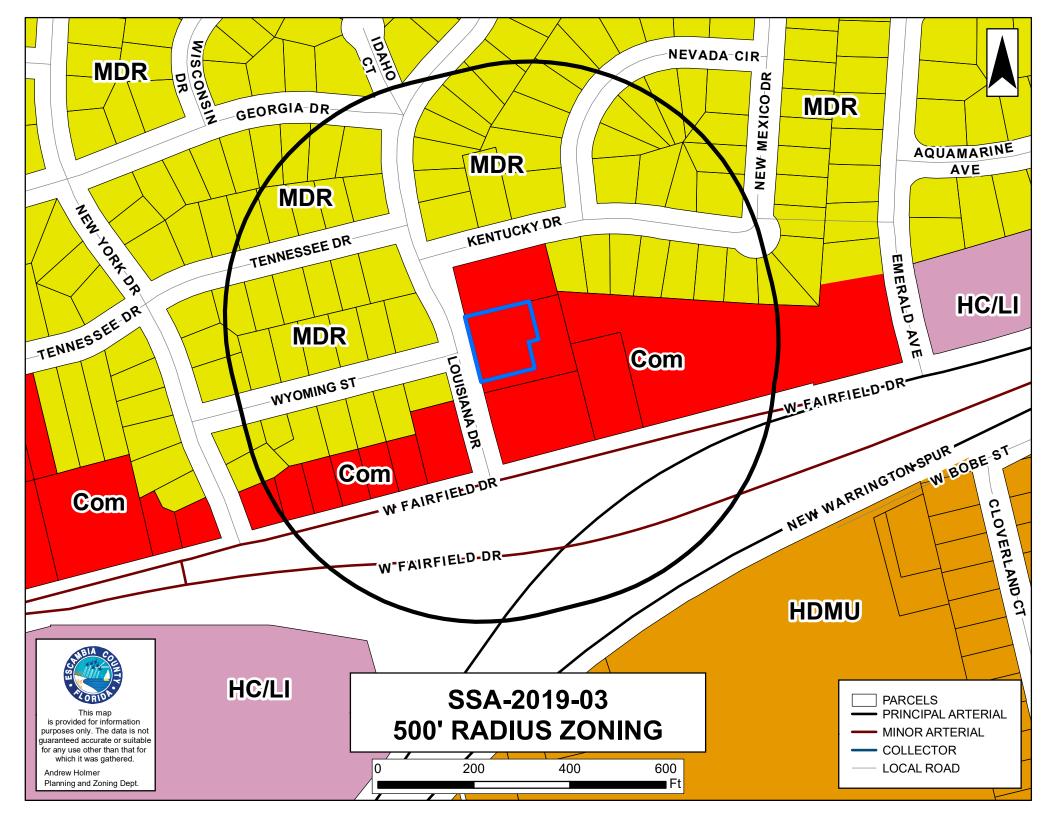
The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

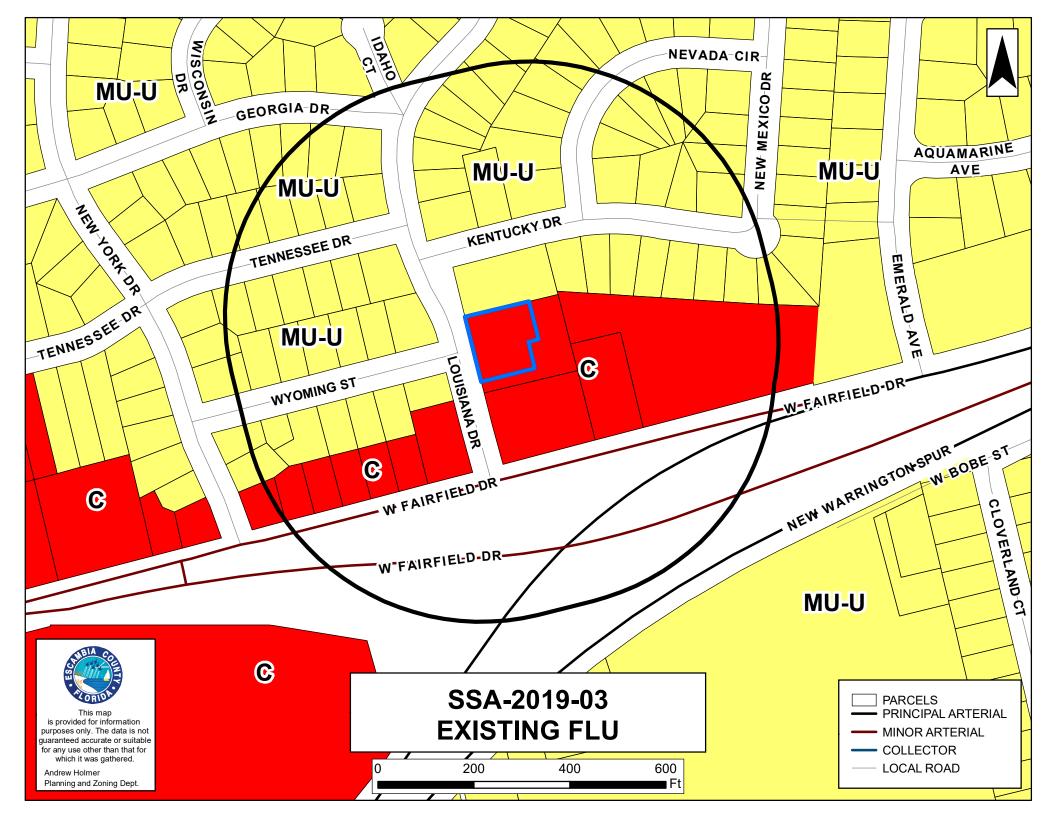
Attachments

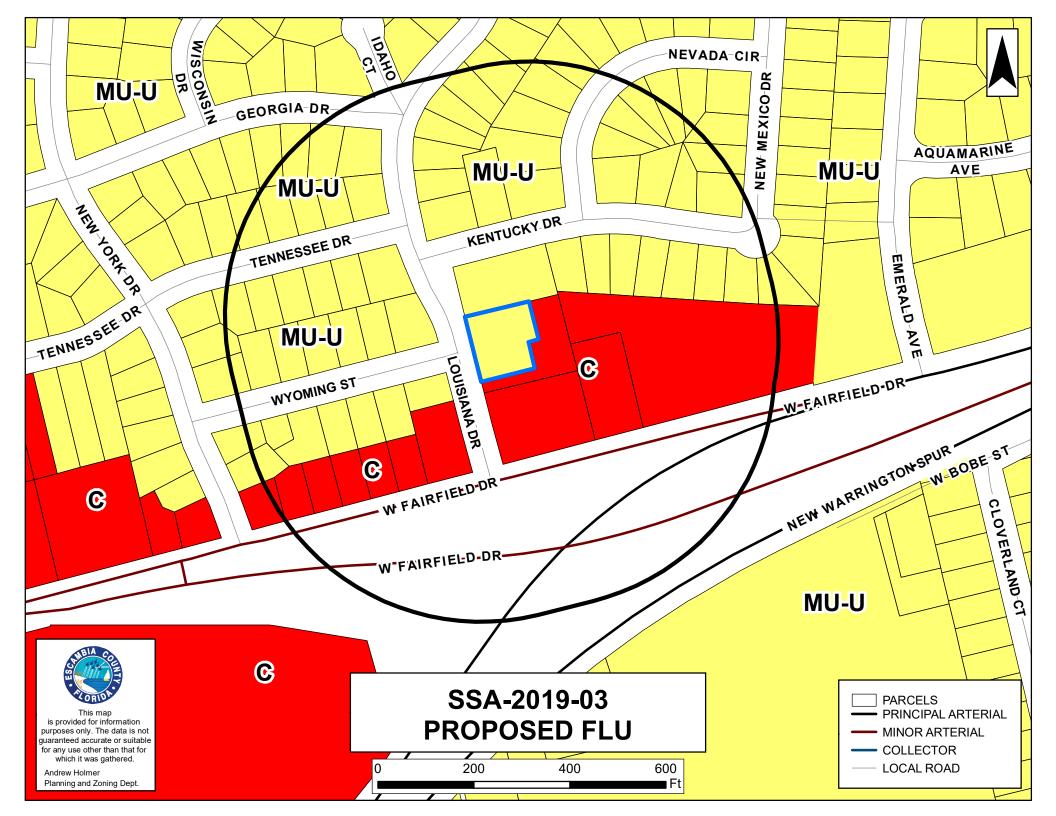
Working Case File Draft Ordinance

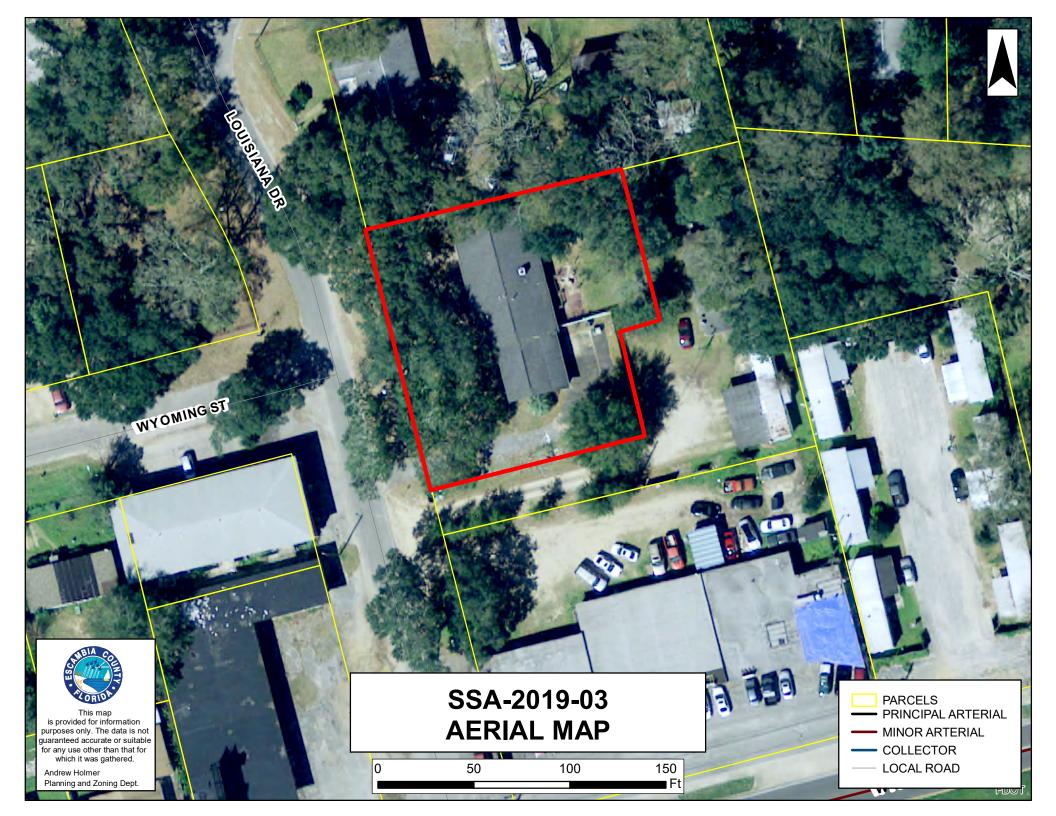
SSA-2019-03













	-				
NOTICE OF					
PUBLIC HEARING					
FUTURE LAND USE CHANGE					
ASE NO.: SSA-2019-03					
CURRENT FLU: C PROPOSED FLU: MU-U	- Aller				
PLANNING BOARD	1				
DATE: 12/03/19 TIME: 8:30 AM	N.S.				
LOCATION OF HEARING	130				
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE					
BOARD MEETING ROOM					
	A. A.				
BOARD OF COUNTY COMMISSIONERS	-				
DATE: 01/07/20 TIME: 5:45 PM					
CONTION OF HEARING	A CAR				
ERNIE LEE MAGAHA GOVERNMENT DE	-				
1ST ELOOB BOARD MEETING ROOM					
FOR MORE INFORMATION CALL: DEVELOPMENT SERVICES 595-3475 OR VISIT	- A				
WWW.WTESCHINE	and the second				
PLEASE DO NOT REMOVE THIS SIGN PROPERTY OF ESCAMBIA COUNTY					
PROPERTY OF ESCAMPAN					

Public Hearing Sign on Site

Looking east onto site

108

Looking north along Louisiana Dr





Looking west across Louisiana Dr



STOP

144-HUR

Escambia County Development Services Dept. 3363 West Park Place, Pensacola , FI 32505

This is a request for a small scale FLU from C to MU-U for the purposes of an ALF. Assisted Living Facility .

A 10 bed ALF. Fl. Memory Lane LLC . Our small number of residents makes it possible for us, caregivers to provide a wide range of individual services working to enhance each residents quality of life.
We offer 24 hours awake staff, 3 delicious meals daily and snacks in between. We assist with bathing, dressing, managing medication, laundry, cleaning, daily activities, in home medical services.

Hoping for your consideration.

Marinaleficher

Sincerely , ^{(/} Marie Cole Fisher Administrator FI Memory Lane 108 Louisiana Dr. Pensacola FI. 32505

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):
TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT LARGE SCALE FLU AMENDMENT Current FLU: C Desired FLU: MU-U Zoning: Com Taken by: Planning Board Public Hearing, date(s):
BCC Public Hearing, proposed date(s): JAn , 2020
Fees Paid <u>2, 122.50</u> Receipt # Date:
OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL
Name: WIND. SOME GROUNDELLC
Address: 3704 Kennett Pike # 150
City: Wilmington State: <u>PE</u> Zip Code: 19807
Telephone: (423 <u>3045512</u> Email: Email:
DESCRIPTION OF PROPERTY:
Street address: 108 LOUISIANA DR. PENSACOLA FL. 32505
Subdivision:
OAKCREST (RE SUBP OF LOTS 27-32 BLK J
Property reference number: Section 15 Township 25 Range 30
Parcel 6200 Lot 041 Block 010
Size of Property (acres) 0.4200

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

- I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (Property Owner) Prin	nted Name	Date
/		oneself) Printed Name	Date
Address:			
City:	State:	Zip:	and the second
Telephone ()		Zip:	– adobas trata
Lindi.			
	and the second		
COUNTY OF	FE SHAT DE		
The forgoing instrument wa	as acknowledged bef	ore me this day of	LAU
year of by ,	2. C	who () did () produced current Florida/Oth	() did not take ar
oath. He/she is () person and/or () produced curren			er driver's license,
		000 0 18018 ·	
Signature of Notary Public	Date	Printed Name of No	tary
My Commission Expires		Commission No	
(Notary seal must be affixed	d)		

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

- I am duly qualified as owner or authorized agent to make such application, this 1) application is of my own choosing, and staff has explained all procedures relating to this request; and
- All information given is accurate to the best of my knowledge and belief, and I 2) 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
- I understand there are no guarantees as to the outcome of this request, the application 3) fee is non-refundable; and
- The signatory below will be held responsible for the balance of any advertising fees 4) associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- I authorize placement of a public notice sign(s) on the property referenced herein at a 5) Nocation(s) te be determined by County Staff. - 0 0000

	('	JOSEPH W	U-15millia 12/08/19	
Signature (Property Owr	ner) Printer		Date	
manuely	ishen	nink	E COLE FISHER	. Octo
Signature (Agent's Nam	e (or owner if representing or	neself) Printed Na	me Date	20
Address:	- 1 li -			
City;	State:	Zip:		
Telephone ()	Fax#(and the state of the	
Email:				
STATE OF FOY	Ja. nbia			
year of 2019 by, oath. He/she is () pers and/or () produced cur	was acknowledged before 	riduced current Flor as identificatio	() did () did not take an ida/Other driver's license, on.	
Denise K.	Derlin 10/8/	1966 Deni.	se K. Devlin le of Notary 12 19657	
Signature of Notary Pub	lic Date	Printed Nam	ne of Notary	
My Commission Expires (Notary seal must be af	ixed)	Commission No		
	2	. TY Dr.	VILL IN CON	
Commonwealth of Peni	sylvania - Notary Seal	* . 12 12 . *	kim L. Wilson MMISSION # FF 991192	
Denise Devlin, Bucks (County	TE DE ELON Bonded	PIRES: May 10, 2020 Thru Budget Notary Stripted Page 4 of S	
My commission expin Commission nu	as October 15, 2021 nber 1279657	orte	4 20 M A 199 BW. 7 54 5 10	

110

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AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of th	e property located	at 108	LOUISIANA	pr
Pensacola,	Florida,	Property	Reference	Number(s)
		, I hereb	y designate	······································
for the sole purp	ose of completing thi	s application and	i making a presenta	tion to the Planning
Board, sitting as t	he Local Planning Ag	ency, and the Bo	ard of County Comm	issioners, to request
a change in the F	uture Land Use on th	e above referenc	ed property.	ana stati
This Limited Pow	er of Attorney is gran	ed on thisB	day of OCTO	BER, the year of
2019, and is effe	ctive until the Board o	of County Commi	ssioners has rendere	d a decision on this
request and any a	appeal period has exp	pired. The owner	reserves the right to	rescind this Limited
Power of Attorney	/ at any time with a w	ritten, notarized i	notice to the Planning	and Zoning
Department.	12	108/19	JOSUAN GO	LGBARLINA
Signature of Prop	erty Owner	Date	Printed Name of F	roperty Owner
pravie and	efinen de	4.8,2019	MANE	COLE FISYER
Signature of Ager	nt Date		Printed Name of A	
	ENNSYLVANIA	2 		
COUNTY OF				
				2 tober, year of
2019 by Jos	seph Cole Be	irleta	who ()	did () did not take
an oath.				
			rrent Florida/Other d	river's license,
	current			as
Identification. Denie K.	Devlin 1 ny Public I	0/8/19	Denise K	Dellin
Signature of Nota	ry Public [Date	Printed Nan	ne of Notary Public
Commission Num	ber <u>1279657</u>	My	Commission Expires	Oct. 15, 2021
(Notary seal must	Con	Denise Deviin, Bucks C	Sounty as October 15, 2021	FLU Page 5 of 8

FUTURE LAND USE MAP AMENDMENT APPLICATION CONCURRENCY DETERMINATION ACKNOWLEDGMENT Project name: ALF

Property reference a	#: Section_	Township	Range			
Parcel # 15 -					<u>a Ja</u>	
Project Address:	108	Louisian A	Dr.	Pensalala	FL.	32505

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- The necessary facilities and services are in place at the time a development permit is issued; or
 - (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
 - (3) The necessary facilities are under construction at the time a permit is issued; or
 - (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
 - (5) 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 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
 - (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 7TH DAY OF OCTOBER , 2019

Owner's signature

SOSENH COLE BARLENA Owner's name (print) Owner's name (print) MARIE COLE FISHER

Agent's signature

Agent's name (print)

FLU Page 6 of 8

DATA AND ANALYSIS REQUIREMENTS

- 1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer Vletter From S.CUA B. Solid Waste Disposal V ECMA C. Potable Water / 9. CUA D. Stormwater Management NO Changes -E. Traffic. NO ANDIMONKL TRAFFIC Besi do Not Drive IN HOME Sandices. F. Recreation and Open Space NONE EXPLAIN NO EXPANSION. G. Schools NO. G. Schools No The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County. Proximity to and impact on the following: Wellheads (indicate distance and location to nearest wellhead) N/A wot in proximit; A. Historically significant sites (available from Florida Master Site File, Division of Β. Historical Resources; email sitefile@dos.state.fl.us) Request form attached. email. Natural Resources, including wetlands (a wetlands survey is highly recommended if C. wetlands are located on the property) NO WOTLENDS.
- 3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

2.

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

A. Sanitary Sewer

ECUA has infrastructure and service available to the existing property to service development under the requested FLU designations.

B. Potable Water

ECUA has infrastructure and service available to the existing property to service development under the request FLU categories.

C. Storm-water Management

No proposed changes to the existing property.

D. Traffic

No additional traffic. Residents do not drive. Assisted Living Facility provides in home medical services within the existing facility.

E. Recreation and Open Space

No additional expansion proposed on the existing property.

F. School

The request FLU will not affect school related levels of service.

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

- 2. Proximity to and impact on the following:
 - A. Wellheads(indicate distance and location to nearest wellhead)

Not within any wellhead proximity.

B. Historically significant sites(available from Florida Master Site File, Division of Historical Resources; email <u>sitefile@does.stage.fl.us</u>) Request from attached.

A Phase I archaeological Study is currently underway and will be provided to county staff promptly upon completion. Any historically significant sites will be appropriately addressed at the County Development Review phase prior to any development of the property.

C. Natural Resources, including wetlands(a wetland survey is highly recommended if wetlands are located on the property)

No wetlands.

From:	<u>Tim Haag</u>
То:	Marie C. Fisher
Cc:	aholmer@myescambia.com; Allyson Lindsay
Subject:	Re: Data Analysis
Date:	Thursday, October 10, 2019 3:04:24 PM

Ms. Fisher,

Thank you for your request for data related to ECUA services available at 108 Louisiana Drive in Pensacola. Our analysis shows the following:

Water - The property has an active service, off of a 6" water main on Louisiana Drive. Fire protection service is available from two nearby hydrants: one hydrant is located on the NE corner of Louisiana Drive and Kentucky Drive, at a distance of approximately 175' from the nearest parcel corner; the other hydrant is located on the NW corner of Louisiana Drive and West Fairfield Drive, at a distance of approximately 200' from the nearest parcel corner.

Sanitary Sewer - The property has an active wastewater service, connected to a gravity sewer main on Louisiana Drive.

Solid Waste Disposal - ECUA commercial garbage collection services are available at this address. A variety of service types are available including traditional 90-gallon carts and dumpster service.

I hope this information is helpful. Please feel free to let me know if you have any questions or need additional information.

Regards,

Tim Haag | Director of Government Affairs | Emerald Coast Utilities Authority | P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: <u>www.ecua.fl.gov</u> | Phone: (850) 969-3300 | Fax: (850) 969-3308/ 969-6675 |



From: Marie C. Fisher <marieinthez@gmail.com> Sent: Tuesday, October 8, 2019 1:54:56 PM To: Tim Haag Subject: Data Analysis

**WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders **

Hi Tim,

I'm in the process of gathering paperwork's for future land use map on the property 108 Louisiana Dr. Pensacola Fl. 32505.

Escambia County requires a letter from ECUA that show the impact of both the current (commercial) and the proposed (MU-U).

A. Sanitary sewerB. Solid waste disposal

C. Potable water

Hoping for your immediate response.

Sincerely, Marie Cole Fisher 108 Louisiana Dr. Pensacola Fl.32505 423 304 5512

Sent from my iPhone

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

This email has been processed by Smoothwall Anti-Spam - www.smoothwall.net



Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township:	(North or South)	Range: _	30 (East or	West
Sections (inclue	le all affected): 6200	041-010		NV HIGE IN
County (include	all affected): Escand	USGS Quad	d (if known):	Leiden Albert
Township:	(North or South)	Range: _	(East or	West)
Sections (inclue	le all affected):	nous Lausi	No ADDI	
County (include	all affected):		d (if known):	<u></u>
Township:	(North or South)	Range: _	(East or	West)
Sections (inclue	le all affected):	a main and the features	alt bluorie sizyls	
	all affected):			
Township:	(North or South)	Range: _	(East or	West)
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	Organization:		mpolora (seo to	
	Phone: Address:	Fax:		
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	Email:	(induced)	and the street	
Agency/Perm	it/Project requiring search	1:		

Florida Master Site File

Division of Historical Resources / R.A. Gray Building 500 South Bronough St., Tallahassee, Florida 32399-0250 Phone 850.245.6440 / Fax 850.245.6439 / Email <u>sitefile@dos.state.fl.us</u>

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx (Note: print from Adobe (.pdf) version) This record search is for informational purposes only and does <u>NOT</u> constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does <u>NOT</u> provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 9, 2019

Marie Cole Fisher FL Memory Lane 108 Louisiana Dr. Pensacola, FL 32505 Phone: 423.304.5512 Email: marieinthez@gmail.com



In response to your inquiry of October 8, 2019 the Florida Master Site File lists no previously recorded cultural or historic resources in the following parcel of Escambia County, Florida:

Parcel ID: 152S306200041010 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of this search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

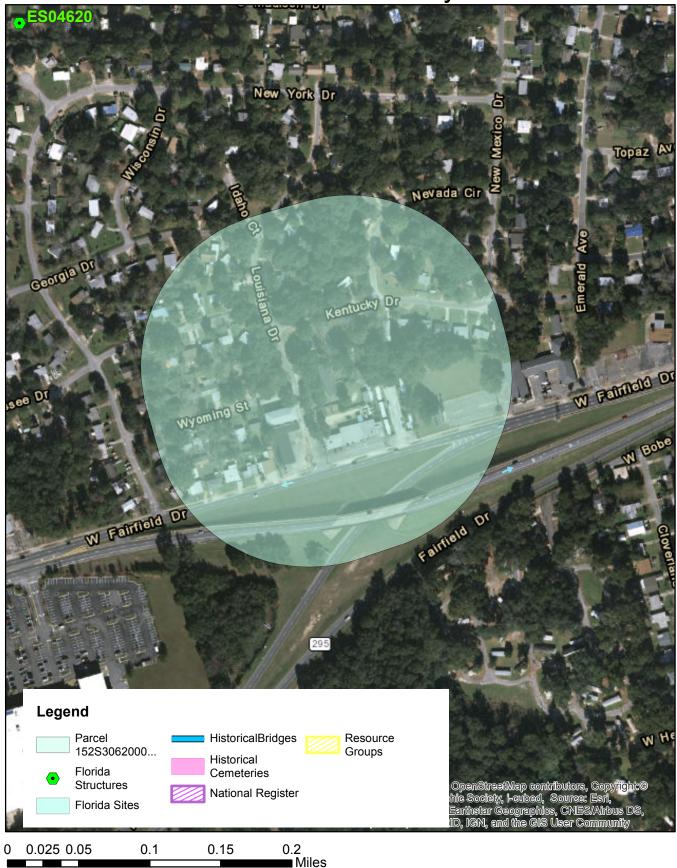
Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

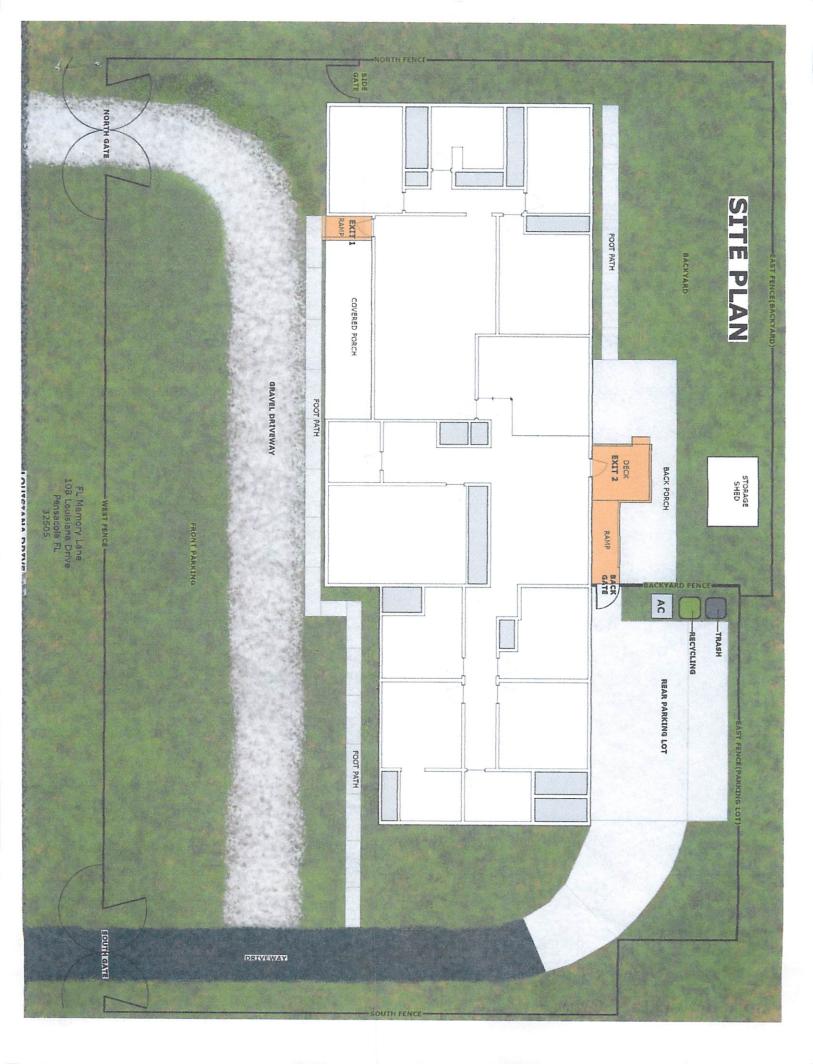
alor

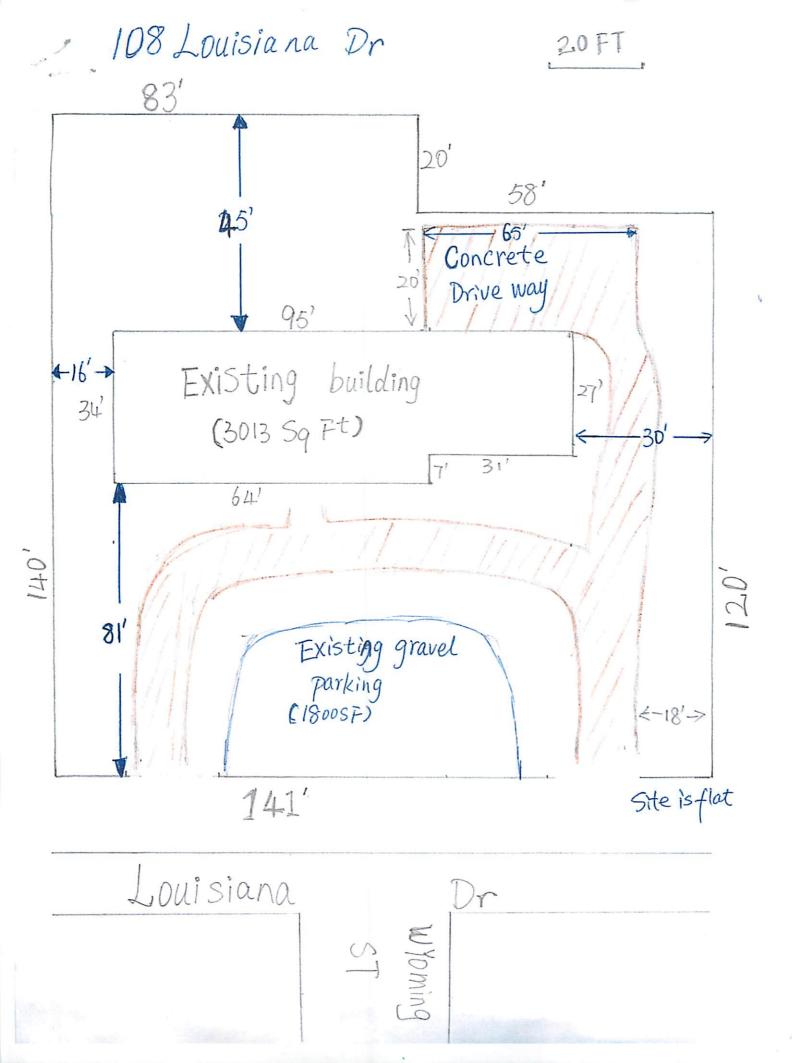
Cody VanderPloeg Archaeological Data Analyst Florida Master Site File Cody.VanderPloeg@dos.myflorida.com

Cultural Resource Search 500 Foot Buffer Escambia County



Ν





State of Florida Department of State

I certify the attached is a true and correct copy of the Articles of Organization of FL MEMORY LANE LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on August 21, 2018, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L18000199877.

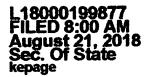
Authentication Code: 180821154418-300317459353#1

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty First day of August, 2018



Ken Detzner Secretary of State

Electronic Articles of Organization For Florida Limited Liability Company



Article I

The name of the Limited Liability Company is:

FL MEMORY LANE LLC

Article II

The street address of the principal office of the Limited Liability Company is:

562 CARRIER DR PENSACOLA, FL. US 32506

The mailing address of the Limited Liability Company is:

562 CARRIER DR PENSACOLA, FL. US 32506

Article III

The name and Florida street address of the registered agent is:

UNITED STATES CORPORATION AGENTS, INC. 13302 WINDING OAK COURT, SUITE A TAMPA, FL. 33612

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHEYENNE MOSELEY, US CORP. AGENTS

Article IV

The name and address of person(s) authorized to manage LLC:



Title: AMBR JOSEPH C BARLETA 562 CARRIER DR PENSACOLA, FL. 32506 US

Title: AMBR MARIE C FISHER 562 CARRIER DR PENSACOLA, FL. 32506 US

Signature of member or an authorized representative

Electronic Signature: CHEYENNE MOSELEY, LEGALZOOM.COM, INC.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this the 1st day of June, 2019 by and between Winsome Grounds LLC (hereinafter "Lessor"), and FL Memory Lane LLC (hereinafter "Lessee"). Lessor and Lessee contract and agree as follows:

- 1. Lessor hereby leases unto Lessee the following land, building and any improvements thereon (hereinafter "the leased property"): 108 Louisiana Drive, Pensacola, FL 32505
- 2. The term of this lease shall be for a primary term of <u>3</u> years, commencing on June 1, 2019, and expiring at midnight on May 31, 2022, unless extended as provided for herein. This lease can be extended at the end of the primary term for an additional term of <u>1</u> year by Lessee giving Lessor notice of his intent to extend the lease thirty (30) days prior to the expiration of the primary term.
- 3. During the primary term, Lessee shall pay to Lessor, as rental, the sum of \$39,721.56. Starting initially at (\$1,050.00) per month on or before the first business day of each calendar month with a 5% increase for each subsequent 12 month period. A refundable security deposit equal to one month of rent shall be held by Lessor and payable to Lessee after the termination of this agreement and return of the leased property in satisfactory condition as deemed by the Lessor.
- 4. The leased property may be used for the following purposes and for no other purposes: General commercial business office and activities part of regular assisted living facility operations.
- 5.
- (A) Indemnity: Lessor and Lessee shall indemnify and save harmless the other from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from their negligence, breach, or violation or non-performance of any condition hereof.

Lessor shall during the term hereof, at it's sole expense, provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value thereof, which insurance shall be placed with an insurance company or companies approved by Lessor and licensed to do business in the state wherein lay the leased premises. The term "full insurable value" shall mean actual replacement value of the building (exclusive of costs of excavation, foundations and footing below ground level). The insurance required under this paragraph shall be carried in the name of the Lessor and Lessee and shall provide that any proceeds thereunder shall be paid to Lessor and Lessee and any applicable mortgage holder, according to their respective interests.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by Lessor and Lessee to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the Lessor and Lessee.

Lessee shall pay all taxes assessed against all personal property located on the premises and shall also pay all privilege, excise and other taxes duly assessed. Lessee shall pay said taxes when due so as to prevent the assessment of any late fees or penalties.

- 6. Lessee shall pay for all water, electricity, and other utilities used on the premises.
- 7.
- (A) Lessor's Repairs: Lessor shall be solely responsible for maintaining the roof, foundation and exterior of the building and all parking areas in good repair for their intended use.
- (B) Other Repairs: All repairs, maintenance, replacement or reconstruction to the interior of the portion of the building leased by Lessee, including but not limited to replacement of glass doors and windows and repair of the plumbing, are to be made by Lessee at Lessee's expense. If Lessee fails to make such repairs or replacements promptly or within fifteen (15) days of occurrence,

Lessor may, at its option, make such repairs or replacements and Lessee shall repay the costs thereof to Lessor on demand.

8. Lessce will keep the leased property in a clean and wholesome condition and will comply at all times with all lawful health and police regulations.

Lessee shall promptly comply with all of the ordinances of the City of Philadelphia, Pennsylvania, or of any other governmental body applicable for said premises and to all ordinances and requirements enforced by the state board of health, sanitary, fire or police departments of the City of Philadelphia for the correction, prevention and abatement of nuisances in and about or connected with the Property because of Lessee's use thereof during the term of this Agreement, all at Lessee's expense. Lessee shall provide for the removal of its own trash, waste paper, boxes and cartons and shall not permit any accumulation of such materials. Lessee shall not engage in any act which shall constitute a nuisance.

9. If Lessee shall make default in the payment of the rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, or in any of the other covenants, agreements, conditions or undertakings herein contained, and such default shall continue for thirty days after notice thereof in writing to Lessee, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of creditors, or (d) if Lessee shall vacate or abandon the leased property, then, and in any such event, it shall be lawful for the Lessor, at his election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the said premises and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. If any default shall be made in any covenant, agreement, condition, or undertaking which cannot with due diligence be cured within a period of 30 days, and if notice thereof in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of 30 days from and after the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and enforce all of their rights and remedies hereunder for any other default not so cured.

The foregoing provision for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants, or for the recovery of said rent for the full term, and in the event of the termination or default in any of the terms of this lease as aforesaid.

- Lessee shall permit Lessor and his agents to enter the Property at all reasonable times for any of the following purposes to inspect the same: (i) to maintain the building in which the said premises are located, (ii) to make repairs to the Property as the Lessor is obligated or may elect to make, and (iii) to post notices of non-responsibility for alterations or additions or repairs.
- 11. If Property, including improvements thereon, are injured by fire or other casualty, Lessee shall have the exclusive right and option to either terminate this Agreement or reconstruct and/or repair the said damaged improvements and continue this Lease under its terms and conditions as if no such casualty occurred by giving written notice to Lessor of Lessee's intention to so continue this Lease within thirty (30) days after the date of said damage or casualty. In the event that Lessee so elects to continue this Lease, any insurance proceeds payable as a result of said fire or casualty shall be first applied to pay the reconstruction or repair of said improvements, and any balance of such insurance proceeds after payment of said reconstruction or repair shall be paid to whoever owns the insurance policy under which payment is made.
- 12. If, during the term of this Agreement, the Property shall be taken or condemned, either in whole or part, by competent authorities for public or quasi-public use. Lessee shall have the option to terminate this

Agreement as of the date of taking. If Lessee elects not to terminate this Agreement, then this Agreement shall continue in full force and effect.

- 13. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessor has no ownership in the Lessee's enterprise and the Agreement shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessor.
- 14. All covenants, conditions and agreements and undertakings contained in this Agreement shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.
- 15. It is further understood and agreed by and between the Lessor and Lessee that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).
- 16. Written notice to Lessee, all rent checks and all notices from Lessee to Lessor shall be served or sent to:

Winsome Grounds LLC 3704 Kennett Pike Suite 150 Wilmington, DE 19807

Until further written notice to Lessor, all notices from Lessor to Lessee shall be served or sent to Lessee at the following address:

108 Louisiana Dr. Pensacola, FL 32505

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.

- 17. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.
- 18. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
- 19. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- 20. Lessee shall have the right to make such alterations and improvements to the Property as it deems necessary or desirable upon giving written notice of same to Lessor. Such alterations and improvements shall comply with all applicable construction laws and regulations and shall conform generally with the existing improvements on the Property. The Lessee shall keep the Property free from any and all liens arising out of the work performed or materials furnished in making such improvements.

(Signatures on Following Page)

Commercial Lease Agreement, page 3

WITNESS the signatures of the parties, this the 1° day of June, 2019.

Winsome Grounds LLC

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FL Memory Lane LLC

maricolefishes

By: Joseph Cole Barleta Title: Owner

By: Marie Fisher Title: Managing Member

SURVEY REVIEW AND ACKNOWLEDGEMENT

WHEREAS, the undersigned have entered into an Agreement to Purchase/refinance that certain parcel or tract of land located at: 108 Louisiana Drive, Pensacola, FL 32505

AND

and a

WHEREAS, a survey of the subject lands was prepared by 360 Surveying Services and dated, 2/5/19, Job # 1901005 and has disclosed certain matters as follows:

(BUYERS PLEASE INITIAL EACH ITEM)

1. Easements

_____ 2. Plat

_____ 3. Boundary of Property

Fence Encroachment

_____ 5 Access afforded by:

6._____

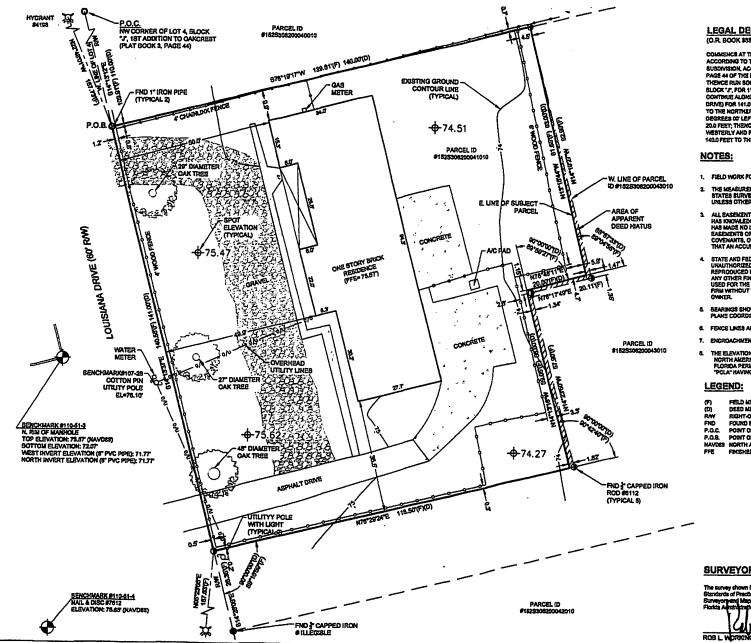
_____7. _____

Description compatible to title commitment reviewer's initials:

NOW THEREFORE, the undersigned, having first been informed of the aforesaid encroachment(s), violation(s) and/or other survey matters, and receiving a copy of the aforesaid survey, have agreed to consummate the purchase or refinance and closing of the subject premises. Further the undersigned acknowledge(s) disclosure regarding said survey matters.

Winsome Grounds LLC Joseph Barleta Joseph Garleta (Apr.25.2019) By: Joseph Cole Barleta, Managing Member

Date: 4/18/2019 File # 19-087 Closer: Jennifer Wilson



LEGAL DESCRIPTION: (O.R. BOOK \$551, PAGE 163)

COMMENCE AT THE NORTHWEET CORNER OF LOT 4, BLOCK "J", ACCORDING TO THE PLAT OF THE FIRST ADDITION TO OWNEREST ACCORDING IO THAT UP THE PLAT RECORDED IN PLAT BOOK & AT SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK & AT PAGE 44 OF THE PUBLIC RECORDS OF ESCANSIA COUNTY, FLOREDA: THENCE RUN HOUTHERLY ALONG THE WESTERLY LIKE OF SAID LOT 4. BLOCK 'J', FOR 1100 FEET TO THE POINT OF SEGRENCE THEOS CONTINUE ALOKO BAKE LINE (AND EASTERLY RWI LINE OF LOUSUMA DRIVE) FOR 141.0 FEET; THENCE SO DEGREES OF LEFT AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 1185 FEET, THENCE SO DEGREES SO LEFT FOR SAO FEET, THENCE SO DEGREES OF NORTH FOR 200 FEET, THENCE & DEGREES ST ST LEFT FOR SAO FEET, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 1400 FEET TO THE POINT OF BEGINNING. Surveying Services

360 BURVEYING SERVICES

1801 CREIGHTON RD. PENSACOLA, FL 32504 850.857.4400

NOT VALID

WITHOUT A

RAISED

SEAL

BOUNDARY AND TOPOGRAPHIC SURVEY WITH IMPROVEMENTS

SHEET 1 OF 1

19

|5

- 1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 02-01-2019.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET URLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RUMITS-OF-WAY OF WHICH THE SURVEYOR HAS INDIVIDED A HAN'S BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO WHISTRATION OR BUDEPHONENT SEARCH FOR EASEMENTS OF RECORD, SUCLUSIANCES, RESTRICTIVE COVENATS, OWNERSHIP THIS SUPPORE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED US. THIS MAP IS NOT BE COPED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FUNNCIAL TRANSACTION. THIS DRAWNG CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FRIM WHOLT THE PROR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- 5. SEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) (NADS).
- 6. FENCE LINES ARE EXADGERATED FOR CLARITY.
- 7. ENCROACHMENTS ARE AS SHOWN.

THE ELEVATIONS SHOWN HERE ON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1008 (MV0058) BASED ON FLORIDA PERIAMENT REFERENCE NETWORK (PRRI) STATION POLA" HAVING A PUBLISHED ELEVATION OF 101.22 FEET (NV0058).

- FIELD MEASUREMENT
- RIGHT-OF-WAY
- FOUND BOUNDARY CORNER POINT OF COMMENCEMENT
- POINT OF BEGROONG
- NAVDES NORTH AMERICAN VERTICAL DATUM OF 1985
- FINISHED FLOOR ELEVATION ADDRESS: 108 LOUISIANA DRIVE PENSACOLA, FLORIDA 32505 PROJECT NUMBER: 1901006 DATE: 02-04-2019 FIELD BOOK: 110 PAGE: 51 DRAWN BY: CAL APPROVED BY: ROB L. WORKING SURVEYORS CERTIFICATE The survey shown hereon is true and donect and in compliance with the Standards of Practice set forth by the Bords of Grant of Protessions Surveyorgend Mappens in Chapter 5417.050 53-17.051 and 84-17.052. Ve Cos 0 472.027. Fk worth SCALE 1-27 ROB L WORKING P.L.S. FLORIDA REGISTRATION 40. 5878

Florida Insurance Premium Disclosure & Settlement Agent Certification

Agency File #	19-087	Closing Date:	04-18-2019
Agency File #		closing batter	the second s

You are being given this form and certification to explain differences between federal and Florida law. Federal law requires the costs of the policies to be calculated using the full premium for the lender policy. Florida law allows the premium for the lender's policy to be calculated using a lower rate when purchased along with an owner's policy.

If both an owner's policy and a lender's policy are being purchased, the title insurance premiums on this form might differ from the premiums on the Closing Disclosure. The owner's policy premium listed on the Closing Disclosure will probably be lower than on this form, and the lender's policy premium will probably be higher.

The chart below lists the amounts disclosed by the lender and the premium for the policies being purchased. These amounts include the charges for endorsements to the policies:

		Closing Disclosure Amount		Florida Premium	
		Buyer	Seller	Buyer	Seller
(a)	Lender's policy:				
(b)	Lender's Endorsements:				
(c)	Lender's Policy Total:				
(d)	Owner's policy:		N/A		540.75
(e)	Owner's Endorsements:				
(f)	Owner's Policy Total:		N/A		540.75
Total All Policies (c + f):		N/	Ά	540).75

The total dollar amount for the policies as disclosed on this form should be equal to the total premium calculated using the Florida Insurance Code. The Florida Premium amounts listed above will be used to disburse the funds from the title agency's escrow account to Chicago Title Insurance Company and (Name of Title Agency)

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

			IOJEDN DUNETU seph barleta (Apr 25, 2019)	10	
	Seller Signature	Date Signed	Buyer/Borrower Signature Date Signed		
	T & T Holdings		Winsome Groups, LLC		
	Seller Printed Name		Buyer/Borrower Printed Name		
	Seller Signature	Date Signed	Buyer/Borrower Signature	Date Signed	
20	Seller Printed Name		Buyer/Borrower Printed Name		
	******	Settlement Ag	ent Certification		
includi	reviewed the Closing Disclosure, the settlemen ng any disclosure of the Florida title insurance tion and Florida law.	at statement, the lender premiums being paid	r's closing instructions and any and all other form a, and I agree to disburse the escrow funds in acco	s relative to the escrow funds, ordance with the terms of this	
	Settlement Agent Signature		Date Signed		
	Jennifer Wilson				
	Settlement Agent Name		Florida License Numb	ber	
8	Title Agency Holding Funds		Florida License Num	ner	

Form DFS-H1-2146 (Effective 10/3/2015)

PropLogix

Locklin, Saba, Locklin & Jones, P.A.- Pace

#19-087

Municipal Lien Search Report

108 Louisiana Drive, Pensacola, Florida, 32505

Owner(s): T & T Holdings & Investments, LLC
Our File #: 19-440038 Parcel ID: 152S306200041010



✓ Code Enforcement

✓ Permitting



2018: DUE in installments 2017: PAID 2016: PAID Taxes Owed Prior to 2016?: NO Tangible Taxes: N/A

Code Issues: NO

NOTICE: THERE MAY BE CODE ENFORCEMENT LIENS ON THIS PROPERTY. PLEASE REFER TO YOUR TITLE SEARCH.

Permit Status: Closed Building Code Violations: NO

Services: Sewer, Solid Waste & Water Amount Due: \$132.22* Utility Liens: NO

Completed By: Robert Jones

Report Compiled on: 4/13/19

cens as of hate received. Venty final amount with municipal department at time of payment. Errors and omissions coverage is based on the terms of your signed agreement with PropLogix, Without a signed agreement with PropLogix, any and all errors and omissions are not covered. This report is not a title search and does not provide the status or condition of title to the subject property. PropLogix, LLC, does not search instruments recorded in official records.

PropLogix.com

ACKNOWLEDGEMENT

Buyer herein acknowledges that all terms and conditions of the contract for the property located at 108 Louisiana Drive, Pensacola, FL 32505 being purchased from Seller have been met including but not limited to:

Removal of broken fence debris Closet doors have been repaird or replaced Removal of couch from inside the home Chair and patio furniture remained on property

Winsome Grounds LLC Joseph Barleta arleta (Apr 25, 2019)

T&T Holdings and Investments, LLC

By: Joseph Cole Barleta, Managing Member

By: Jia Chen, Managing Member

19-087

TITLE COMMITMENT REVIEW AND DISCLOSURE

THE UNDERSIGNED, Do herein acknowledge review of the Commitment for Title Insurance issued by Locklin, Saba, Locklin & Jones, P.A. for the property located at: 108 Louisiana Drive, Pensacola, FL 32505

Said title commitment having certain exceptions which will remain on the final title policy as shown on Schedule B-2; which the undersigned has been made aware of and has satisfied themselves as to the effect of said exceptions on the title to the property.

Having received a copy of the aforesaid commitment; and explanation of exceptions to title, the undersigned have agreed to consummate the purchase or refinance and closing of the subject premises.

Winsome Grounds LLC JOSEPH BAHEta Joseph Barleta (Apr 25, 2019) By: Joseph Cole Barleta, Managing Member Joseph Barleta

Date:

File # 19-087



AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance (With Florida Modifications)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By: FL1001.01 Locklin, Saba, Locklin & Jones, P.A. 4557 Chumuckla Hwy. Pace FL 32571 WESTCOR LAND TITLE INSURANCE COMPANY

Allest

'his page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; ne Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule , Part II-Exceptions.

HLEICA

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COMMITMENT CONDITIONS

EFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

² all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue ² olicy, this Commitment terminates and the Company's liability and obligation end.

he Company's liability and obligation is limited by and this Commitment is not valid without:

- a) the Notice;
- b) the Commitment to Issue Policy;
- c) the Commitment Conditions;
- d) Schedule A;
- e) Schedule B, Part I-Requirements;
- 5) Schedule B, Part II-Exceptions; and
- z) a counter-signature by the Company or its issuing agent that may be in electronic form.

DMPANY'S RIGHT TO AMEND

he Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, icumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the ompany is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

MITATIONS OF LIABILITY

The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I-Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

e is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the ent to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part IIis.

ALTA Commitment for Title Insurance with Florida Modifications 8-1-16

WLTIC Edition (03/22/17)

- (e) The Company shall not be liable for content of the Transaction Identification Data;
- עתר. (f). In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I- Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

F THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

'RO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company nay provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a ^oroposed Insured, nor is it a commitment to insure.

e is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the ent to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-

ALTA Commitment for Title Insurance with Florida Modifications 8-1-16

WLTIC Edition (03/22/17)

WESTCG... LAND TITLE INSURANCE CMPANY AMERICAN LAND TITLE ASSOCIATION COMMITMENT

(With Florida Modifications 8-1-16)

Transaction Identification Data for reference only:

State: Florida County: Escambla

Property Address: 108 Louisiana Drive Pensacola 32505

Plant File #: Reinsurance #: 19-21249		Reinsurance #:	Agent File #: 19-087
		Schedule A	
1.	Effective Date:	April 11, 2019 @ 8:00 am	
2.	Policy or Policie a. Owner's Po		Amount
	Winsome Grou	unds LLC, a Delaware limited liability company	\$125,000.00
	b. Loan Policy	/	Amount
	2nd Proposed In	nsured Loan:	Amount
3.	The estate or interest in the land described or referred to in this Commitment is:		

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

T & T Holdings and Investments, LLC, a Florida Limited Liability Company

5. The land is described as follows:

See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By: FL1001.01 Locklin, Saba, Locklin & Jones, P.A. 4557 Chumuckla Hwy. Pace, FL 32571

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.



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WESTCL. LAND TITLE INSURANCE CMPANY AMERICAN LAND TITLE ASSOCIATION COMMITMENT (With Florida Modifications 8-1-16)

Schedule A, Continuation Page

Commencing at the Northwest Corner of Lot 4, Block "J" according to the plat of the-First Addition to OAKCREST SUBDIVISION, according to the plat recorded in Plat Book 3, at Page 44 of the Public Records of Escambia County, Florida; thence run Southerly along the Westerly line of said Lot 4, Block "J", for 110.0 feet to the Point of Beginning; thence continue along same line (and the Easterly right of way line of Louisiana Drive) for 141.0 feet; thence 90 degrees 00 minutes left and parallel to the Northerly line of said Lot 4 for 118.5 feet; thence 90 degrees 00 minutes left for 58.0 feet; thence 90 degrees 00 minutes right for 20.0 feet; thence 88 degrees 57 minutes 33 seconds left for 83.0 feet; thence Westerly and parallel to the Northerly line of said Lot 4 for 140.0 feet to the Point of Beginning.

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WESTCO LAND TITLE INSURANCE C MPANY AMERICAN LAND TITLE ASSOCIATION COMMITMENT (With Florida Modifications 8-1-16)

Schedule B - Section 1

All of the following Requirements must be met:

- 1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from T & T Holdings and Investments, LLC, a Florida Limited Liability Company to Winsome Grounds LLC conveying the land, together with the following: (1) Proof of registration of the limited liability partnership, limited liability company, or limited liability limited partnership. (2) Affidavit is required to establish the authority and identity of the managing members executing the documents to be insured. (3) Satisfactory evidence that any corporate or limited partnership acting as managing member(s) is in good standing. (4) Satisfactory proof, acceptable to the Company, must be furnished showing the limited liability company to be existing and in good standing under the laws of the State of Florida.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- 5. Exceptions 3 and 4 of Schedule B Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
- 6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 7. Pay the premiums, fees, and charges for the Policy to the Company.
- 8. Satisfactory proof, acceptable to the Company, must be furnished showing Winsome Grounds LLC to be existing and in good standing under the laws of the State where established together with an Affidavit establishing the authority and identity of the managing members executing the documents to be insured.
- Payment of taxes for the year 2018 Tax I.D. # 152S306200041010 ; Assessed Value \$103,608.00; Gross Amount \$1,602.47; Exemptions: no. (Note: taxes are installments and partially paid. Installment # 4 is now due)

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WESTC: LAND TITLE INSURANCE C_MPANY AMERICAN LAND TITLE ASSOCIATION COMMITMENT (With Florida Modifications 8-1-16)

Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following instrument(s) affecting said land is the last conveying instrument(s) filed for record within 24 months of the effective date of this Commitment:

1. Warranty Deed recorded January 2, 2019 in Official Records Book 8024, Page 1130, of the Public Records of Escambia County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Requirements.



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CM-17S / FL ALTA Commitment for Title Insurance with Florida Modifications 8-1-16 (Schedules A, BI and BII)

Plant File # : 19-21249

WESTCL LAND TITLE INSURANCE C_MPANY AMERICAN LAND TITLE ASSOCIATION COMMITMENT (With Florida Modifications 8-1-16)

Schedule B - Section 2

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.
- 4. Easements or claims of easements not shown by the Public Records
- 5. Taxes or special assessments which are not shown as existing liens by the public records.
- 6. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
- 7. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.

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Comprehensive Plan Small-Scale Future Land Use Map Amendment Staff Analysis

<u>General Data</u>

Project Name:	SSA-2019-03
Location:	108 Louisiana Dr.
Parcel #:	15-2S-30-6200-041-010
Acreage:	0.42 acre±
FLU Request:	From Commercial (C) to Mixed-Use Urban (MU-U)
Applicant:	Marie Fisher, agent, Winsome Grounds LLC, owner
Meeting Dates:	Planning Board, December 3, 2019
	BCC, January 7, 2020

Summary of Proposed Amendment:

The small-scale amendment to the future land use (FLU) map of Escambia County proposes to change the FLU category of a 0.41 parcel from Commercial (C) to Mixed-Use Urban (MU-U). The parcel can be accessed along Louisiana Drive, off West Fairfield Drive.

A FLU change to MU-U will allow residential development within the existing zoning district regardless of a primary commercial component as currently required by the existing Commercial FLU. The existing and proposed future land use categories are described in Comprehensive Plan Policy FLU 1.3.1 and summarized as follows:

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Land Development Code FLU map amendment requirements

Sec. 2-7.3 (e) Comprehensive Plan map amendments

(3) Compliance review.

- a. General amendment conditions. All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:
 - **1. Need and benefit.** There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

<u>Analysis</u> The application cover letter states that the owner wishes to utilize the existing structure as an assisted living facility, which is defined as a residential use. The current structure has been utilized has a retirement home in the past, which is defined as a commercial use. Conversion to MU-U would eliminate the FLU dedication to commercial use and provide greater accommodation of residential uses within a mixed-use environment.

The applicant provided no need-based justification for the residential use.

The "Data and Analysis Response" in the application, the analysis refers to residential development. An assisted living facility is not a permitted use within the existing Commercial FLU of the subject parcel and if the requested MU-U FLU is approved, the density would be limited to 25 du/acre.

2. Professional practices. The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

<u>Analysis</u>: Accepting an assisted living facility, a residential use, as the identified need, the proposed amendment applies appropriate planning principles by suggesting a replacement FLU that is both consistent with the proposed use and the same as most adjoining and surrounding property.

b. FLUM amendment conditions. In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.

<u>Analysis</u>: The proposed amendment complies with all three conditions established by Florida Statutes, §163.3187(1), for the adoption of any smallscale comprehensive plan amendment:

- (a) The subject 0.41 acre parcel is a use of 10 acres or fewer.
- (b) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small-scale development activity.
- (c) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

Policy HOU 1.1.1 Residential Areas. The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment. <u>Analysis</u>: The proposed MU-U is a suitable replacement of the existing Commercial future land use to accommodate the suggested residential development and is consistent with the FLU of the surrounding residential development. The proposed MU-U replacement of the existing Commercial FLU will allow site development to more easily achieve the maximum residential density and is the same FLU as an adjoining parcel and parcels in the surrounding area. The existing Com zoning is primarily intended to "professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development."

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

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

<u>Analysis</u>: Mixed-Use Urban, the applicable FLU, would promote more mixed use and compact development for the subject parcel.

3. Infrastructure

Policy HOU 1.1.4 Adequate infrastructure. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

Analysis: The proposed MU-U is a suitable replacement of the existing

Commercial future land use to accommodate the suggested residential

development and is consistent with the FLU of the surrounding residential

development.

GOAL CMS 1 Concurrency Management System

Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

a. Potable Water.

Policy INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

Policy INF 4.1.7 Level of Service (LOS) Standards. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

b. Sanitary Sewer.

Policy INF 1.1.7 Level of Service (LOS) Standards. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Policy INF 1.1.11 Required New Service Connection. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the

ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

c. Solid Waste Disposal.

Policy INF 2.1.2 Perdido Landfill Operation. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

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

<u>Analysis</u>: Potable water, sanitary sewer, and solid waste disposal services are all available to the proposed use and documentation of these facilities and services are included in the application.

d. Stormwater Management.

Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

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

e. Transportation and Mobility.

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

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

<u>Analysis</u>: Any redevelopment of the subject parcel is required to comply with the current stormwater management, onsite parking, site access, and other applicable development standards of the LDC. County compliance review of any redevelopment plan would be required prior to plan approval.

4. Protected Resources. It appears likely, especially given the limited impacted resources and unchanged HC/LI zoning, that the proposed FLU change will result in

no greater adverse impacts to protected resources.

a. Wellheads.

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

Analysis: The subject parcel is outside of any wellhead protection area.

b. Historically Significant Sites.

Policy FLU 1.2.1 State Assistance. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

<u>Analysis:</u> The applicant provided documentation of a referenced request made to Florida Master Site File, Division of Historical Resources stating there are no previously recorded cultural resources within the project area.

c. Wetlands and Habitat.

Policy CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

<u>Analysis</u>: There are no indications from the available National Wetland Inventory map that wetlands are on the subject parcel. Any future development will be analyzed for compliance with all applicable environmental regulations prior to the issuance of development plan approval.

d. Urban Forest.

Policy CON 1.6.4 Urban Forest Management. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest. <u>Analysis</u>: Compliance with adopted tree protection and landscaping provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use. BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

- TO: Andrew Holmer, Division Manager Development Services Department
- FROM: Terri V. Malone, AICP, Transportation Planner Transportation & Traffic Operations Division
- THRU: David Forte, Division Manager Transportation & Traffic Operations Division
- DATE: November 25, 2019

RE: Transportation & Traffic Operations (TTO) Comments – SSA-2019-03

TTO Staff has reviewed the SSA-2019-03, 108 Louisiana Drive (Com to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Louisiana Drive is a tree lined residential roadway that is approximately 18 feet wide with a right-of-way of 66 feet. The property at 108 Louisiana Drive is located approximately 205 feet north of Fairfield Drive.

The County does not have any proposed improvement projects scheduled for Louisiana Drive. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Fairfield Drive is classified as a principal arterial with a maximum LOS of D and a corresponding daily volume threshold of 39,800. Near Louisiana Drive, the daily volume on Fairfield for 2018 was recorded as 22,500. Louisiana Drive is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director Joy Jones, P.E., Engineering Department Director Allyson Lindsay, Development Services Department



LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)				
Document: SSA-2019-03, LOUISIANA DRIVE				
Date:				
Date requested bac	k by:11/23/2019			
Requested by:	leb MacCartee			
Phone Number: _	95-3473			
(LEGAL USE ON	_Y)			
Legal Review by Kia M. Johnson				
Date Received:	-18-19			
	roved as to form and legal sufficiency.			
Not	approved.			

Additional comments:

ORDINANCE NUMBER 2019-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE 2 ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY 3 COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7. "THE 4 FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN 5 AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE 6 LAND USE CATEGORY OF A PARCEL WITHIN SECTION 15, TOWNSHIP 2S, RANGE 7 30W. PARCEL NUMBER 6200-041-010. TOTALING 0.41 ACRES±, LOCATED ON 8 LOUISIANA DRIVE, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); 9 PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR 10 INCLUSION IN THE CODE: AND PROVIDING FOR AN EFFECTIVE DATE. 11

- 12 WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted 13 its Comprehensive Plan on April 29, 2014; and
- 14 WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County 15 Commissioners of Escambia County, Florida to prepare, amend and enforce 16 comprehensive plans for the development of the County; and
- WHEREAS, the Escambia County Planning Board conducted a public hearing and
 forwarded a recommendation to the Board of County Commissioners to consider changes
 (amendments) to the Comprehensive Plan; and
- 20 **WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that 21 the adoption of this amendment is in the best interest of the County and its citizens;
- NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of
 Escambia County, Florida, as follows:

24 Section 1. Purpose and Intent

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

28 Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled "Small Scale Amendment 2019-03."

1

1 Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

A parcel within Section 15, Township 2S, Range 30W, parcel number 6200-041-010, totaling 0.41 acres±, located on Louisiana Drive, as more particularly described in the Boundary and Topographic Survey description produced by 360 Surveying Services, registered land surveyor Rob R.
Working, dated 2/5/19, attached as Exhibit A, changed from Commercial (C) to Mixed-Use Urban (MU-U).

13 Section 4. Severability

14 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or 15 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect 16 the validity of the remaining portions of this Ordinance.

17 Section 5. Inclusion in the Code

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

23

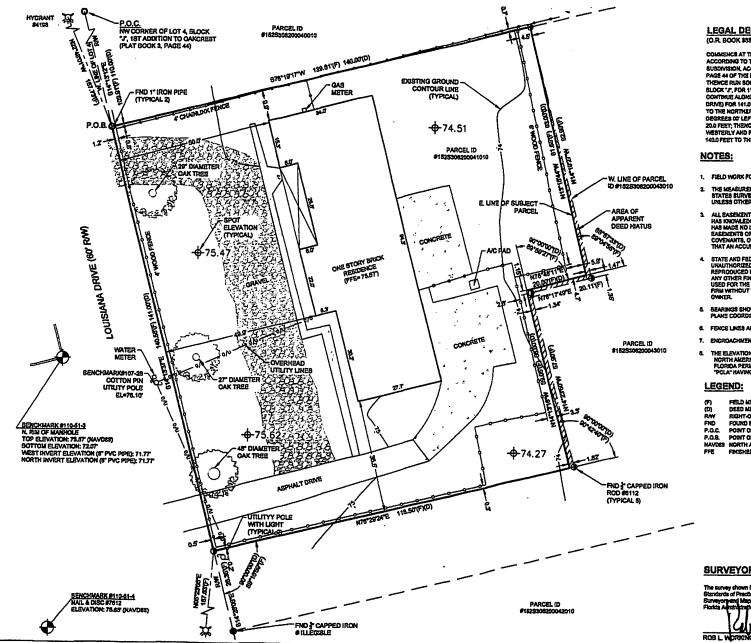
INTENTIONALLY LEFT BLANK

1 Section 6. Effective Date

2 This Ordinance shall become effective upon filing with the Department of State.

3	DONE AND	ENACTED this day	of	, 2019.
4 5				COUNTY COMMISSIONERS BIA COUNTY, FLORIDA
6			Ву:	
7				Steven Barry, Chairman
8 9	ATTEST:	PAM CHILDERS CLERK OF THE CIRCUI	T COURT	Approved as to form and legal
10 11		By: Deputy Clerk		By/Title: Kin M Jahon Date: 1-18-19
12	(SEAL)			

- 13 ENACTED:
- 14 FILED WITH THE DEPARTMENT OF STATE:
- 15 EFFECTIVE DATE:



LEGAL DESCRIPTION: (O.R. BOOK \$551, PAGE 163)

COMMENCE AT THE NORTHWEET CORNER OF LOT 4, BLOCK "J", ACCORDING TO THE PLAT OF THE FIRST ADDITION TO OWNEREST ACCORDING IO THAT UP THE PLAT RECORDED IN PLAT BOOK & AT SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK & AT PAGE 44 OF THE PUBLIC RECORDS OF ESCANSIA COUNTY, FLOREDA: THENCE RUN HOUTHERLY ALONG THE WESTERLY LIKE OF SAID LOT 4. BLOCK 'J', FOR 1100 FEET TO THE POINT OF SEGRENCE THEOS CONTINUE ALOKO BAKE LINE (AND EASTERLY RWI LINE OF LOUSUMA DRIVE) FOR 141.0 FEET; THENCE SO DEGREES OF LEFT AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 1185 FEET, THENCE SO DEGREES SO LEFT FOR SAO FEET, THENCE SO DEGREES OF NORTH FOR 200 FEET, THENCE & DEGREES ST ST LEFT FOR SAO FEET, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT 4 FOR 1400 FEET TO THE POINT OF BEGINNING. Surveying Services

360 BURVEYING SERVICES

1801 CREIGHTON RD. PENSACOLA, FL 32504 850.857.4400

NOT VALID

WITHOUT A

RAISED

SEAL

BOUNDARY AND TOPOGRAPHIC SURVEY WITH IMPROVEMENTS

SHEET 1 OF 1

19

|5

- 1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 02-01-2019.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET URLESS OTHERWISE MARKED.
- ALL EASEMENTS AND RUMITS-OF-WAY OF WHICH THE SURVEYOR HAS INDIVIDED A HAN'S BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO WHISTRATION OR BUDEPHONENT SEARCH FOR EASEMENTS OF RECORD, SUCLUSIANCES, RESTRICTIVE COVENATS, OWNERSHIP THIS SUPPORE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED US. THIS MAP IS NOT BE COPED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FUNNCIAL TRANSACTION. THIS DRAWNG CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FRIM WHOLT THE PROR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- 5. SEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) (NADS).
- 6. FENCE LINES ARE EXADGERATED FOR CLARITY.
- 7. ENCROACHMENTS ARE AS SHOWN.

THE ELEVATIONS SHOWN HERE ON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1008 (MV0058) BASED ON FLORIDA PERIAMENT REFERENCE NETWORK (PRRI) STATION POLA" HAVING A PUBLISHED ELEVATION OF 101.22 FEET (NV0058).

- FIELD MEASUREMENT
- RIGHT-OF-WAY
- FOUND BOUNDARY CORNER POINT OF COMMENCEMENT
- POINT OF BEGROONG
- NAVDES NORTH AMERICAN VERTICAL DATUM OF 1985
- FINISHED FLOOR ELEVATION ADDRESS: 108 LOUISIANA DRIVE PENSACOLA, FLORIDA 32505 PROJECT NUMBER: 1901006 DATE: 02-04-2019 FIELD BOOK: 110 PAGE: 51 DRAWN BY: CAL APPROVED BY: ROB L. WORKING SURVEYORS CERTIFICATE The survey shown hereon is true and donect and in compliance with the Standards of Practice set forth by the Bords of Grant of Protessions Surveyorgend Mappens in Chapter 5417.050 53-17.051 and 84-17.052. Ve Cos 0 472.027. Fk worth SCALE 1-27 ROB L WORKING P.L.S. FLORIDA REGISTRATION 40. 5878



Planning Board-Regular

Meeting Date: 12/03/2019

6. B.

- Issue: A Public Hearing Concerning the Review of an Ordinance Amending Chapte 7, Policy FLU 1.1.1, 2030 Future Land Use Map
- From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

<u>A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy 1.1.1 to</u> <u>Provide for an Amendment to the 2030 Future Land Use Map</u> That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel, requesting to change the existing FLUM designation

from Commercial (C) to Mixed-Use Urban (MU-U).

BACKGROUND:

The applicant is requesting a Future Land Use Map change from Commercial (C) to Mixed-Use Urban (MU-U) in order to obtain an increase in residential development.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan will be filed with the Department of State following adoption by the Board.

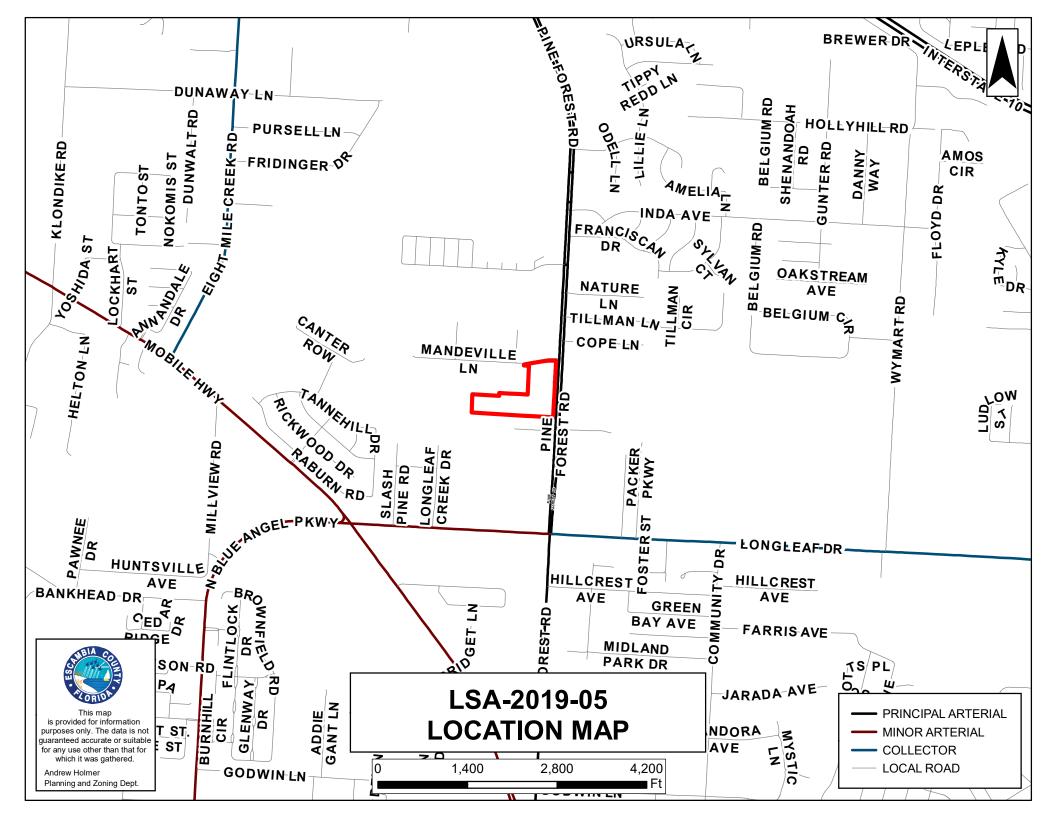
Implementation of this Ordinance will consist of an amendment to the Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

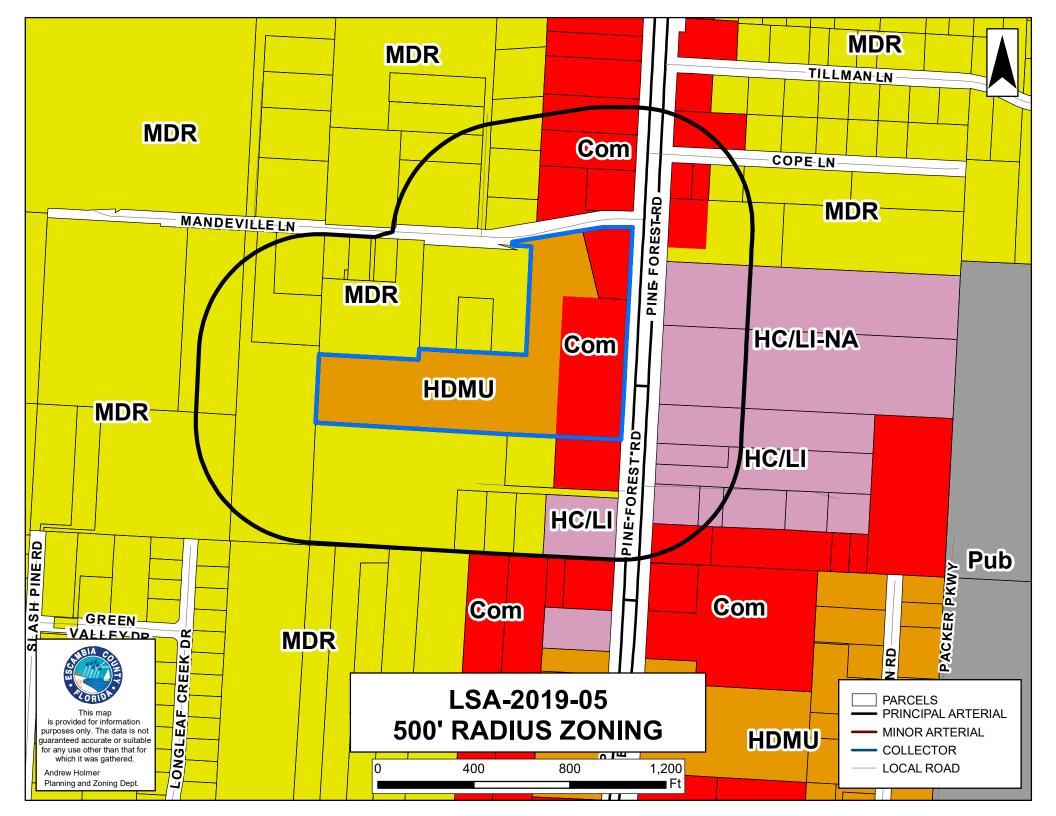
The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

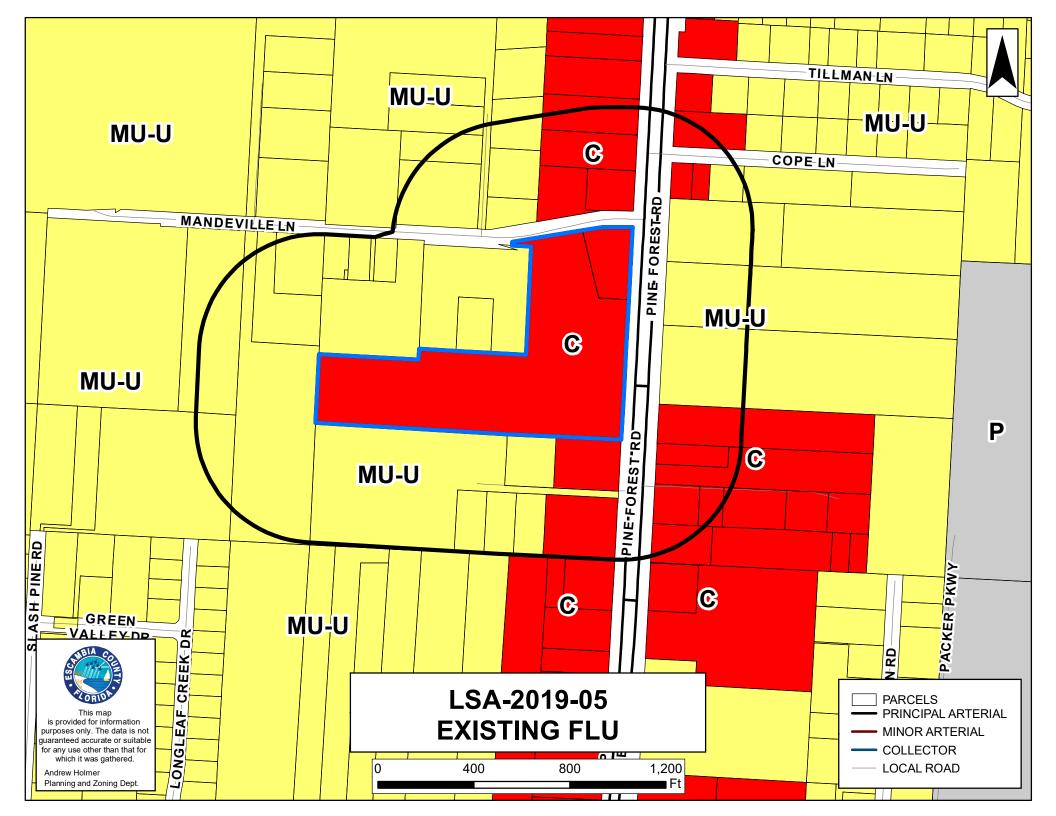
Attachments

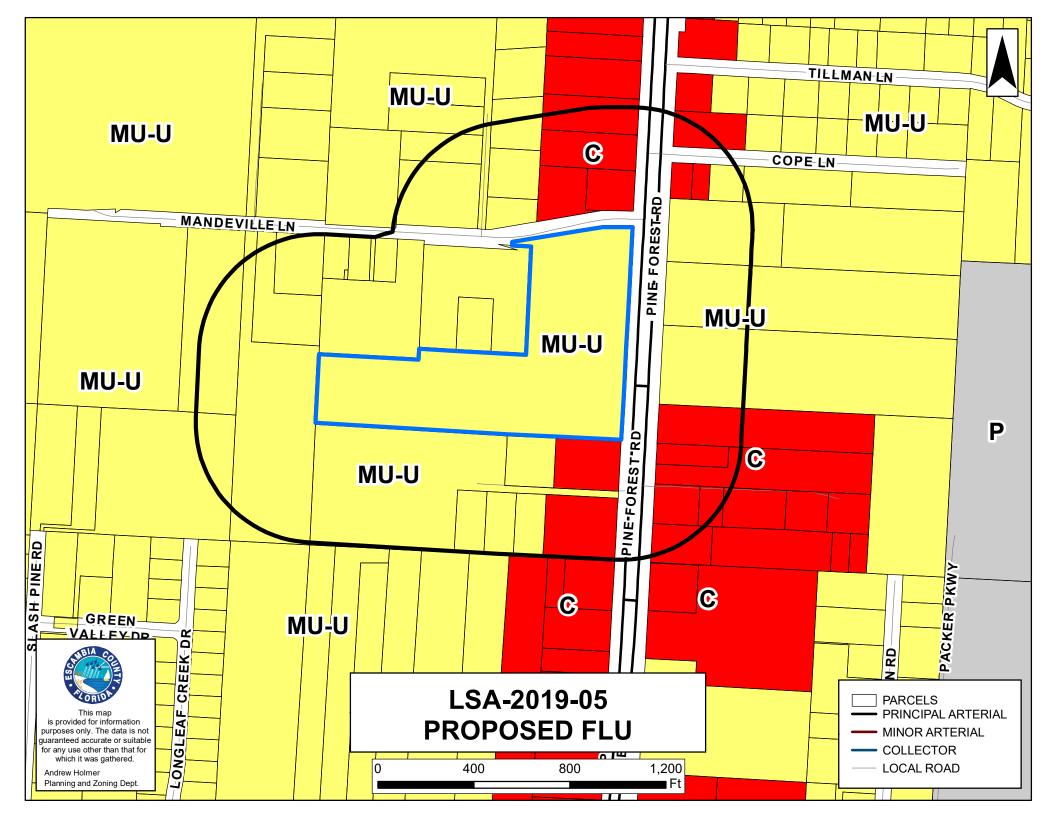
Working case file Draft Ordinance

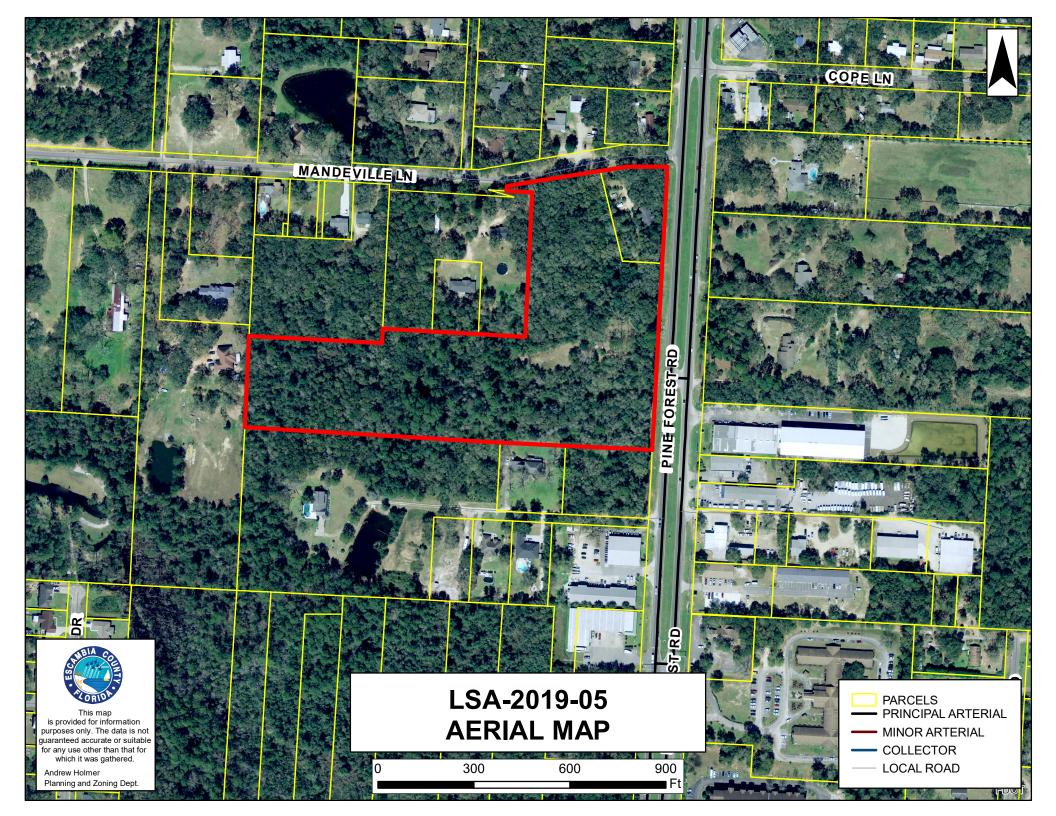
LSA-2019-05













Public Hearing Sign



Looking south from northern parcel



Looking north from subject parcel



Looking onto corner parcel to the north



Another view into the southern parcel



Looking east across Pine Forrest Rd



Looking southeast across Pine Forest Rd



Looking east across Pine Forest Rd from another point on the parcel



Looking south from southern most part of parcel



Looking west onto subject parcel



Looking at 7055 Pine Forest Rd



Looking toward corner parcel

Letter of Request

We are requesting the Future Land Use (FLU) Amendment for these two parcels on Pine Forest in order to development residential properties. Currently, the present zonings under the current FLU of Commercial do not allow any residential uses outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction.

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

- 1. ____ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
- 2. <u>V</u> Letter of request, including reason(s) for map amendment and desired future land use category
- 3. Completed Application which includes (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)
- 4. ____ Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
- 5. <u>V</u> Street Map depicting general property location

6. <u>V</u> Legal Description of exact property area proposed for a future land use map amendment, including:

- ____ Street Address
- Property Reference Number(s)
- ____ Boundary Survey

____ Total acreage requested for amendment

- 7. Land Use Map Amendment Application fee
- 8. <u>V</u> Complete Data and Analysis (See applicable page herein)

FUTURE LAND USE MAP AMENDMENT APPLICATION

THIS SECTION FOR OFFICE USE ONLY):							
TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT LARGE SCALE FLU AMENDMENT Current FLU: Desired FLU: MU-U Zoning: Humu/CamTaken by: <u>A Lundray</u> Planning Board Public Hearing, date(s): <u>December</u> 3, 3019							
CC Public Hearing, proposed date(s):							
ees Paid <u>2,969.50</u> Receipt # Date:							
WNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF SCAMBIA COUNTY, FL lame: Eric Gleaton							
ddress: 102 W Nine Mile Rd							
city: <u>Pensacola</u> State: <u>FL</u> Zip Code: 32526 elephone: (850) <u>572-5130</u> smail: <u>ericgleaton@ericgleaton.com</u>							
DESCRIPTION OF PROPERTY: Street address:7045 & 7055 Pine Forest Road Pensacola, FL 32534							
Subdivision:							
Property reference number: Section 24 Township 1S Range 31W 4230 000 020 Parcel 3140 Lot 000 Block 000							
Size of Property (acres) 14.4							

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

- I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (Property Owner) Printed Name Date Signature (Agent's Name (or owner if representing oneself) Printed Name Date 102 E. Nine Mile Road	7
Signature (Agent's Name (or owner if representing oneself) Printed Name Date	
10? F. Nine Mile Road	
102 E. Nine Mile Road	
Address:	
City: Pensacola State: FL Zip: 32534	
Telephone (850) <u>572</u> - <u>5130</u> Fax # (850) <u>572</u> - <u>5130</u>	
Email:ericgleaton@ericgleaton.com	
STATE OF Escambia	
COUNTY OF FLORIDA	
The forgoing instrument was acknowledged before me this 8 day of Ontober,	
year of $20/9$ by , $Enic_Gleaton$ who () did (L) did not take an oath. He/she is () personally known to me, (X) produced current Florida/Other driver's license,	
and/of () produced current.	
Unas Silmore 10-8-19 Vivian Gilmore	
Signature of Notary Public Date Printed Name of Notary My Commission Expires Commission No.	
(Notary seal must be affixed)	
VIVIAN K. GILMORE MY COMMISSION # GG 112718	
EXPIRES: June 7, 2021 Bonded Thru Notary Public Underwriters FLU Page 4 of 8	

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at7045/7055 Pine Forest Road
Pensacola, Florida, Property Reference Number(s) 241S314230000020 & 241S313140000000 , I hereby designate Chris Thompson
for the sole purpose of completing this application and making a presentation to the Planning
Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request
a change in the Future Land Use on the above referenced property.
This Limited Power of Attorney is granted on this <u>8th</u> day of <u>October</u> , the year of
$\frac{2019}{2019}$, and is effective until the Board of County Commissioners has rendered a decision on this
request and any appeal period has expired. The owner reserves the right to rescind this Limited
Power of Attorney at any time with a written, notarized notice to the Planning and Zoning
Department. <u>Enc</u> <u>Eleator</u> 10-8-19 ERIC GLEATON
Signature of Property-Owner Date <u>Printed</u> Name of Property Owner 10-8-19 Unris Thomas Superior
Signature of Agent Date <u>Printed</u> Name of Agent
STATE OF Florida
COUNTY OF <u>Escambia</u>
The foregoing instrument was acknowledged before me this <u>8</u> day of <u>OC+ober</u> , year of <u>2019</u> , by <u>Enic</u> <u>Gleatow</u> who () did (X) did not take an oath.
He/she is () personally known to me, ($ m X$ produced current Florida/Other driver's license,
and/or () produced current $DL 435 - 212 - 55 - 175 - 0$ as
identification. <u>Julian Lince</u> 10-8-19 <u>Julian Gilmon</u> Signature of Notary Public Date Printed Name of Notary Public
Commission Number My Commission Expires
(Notary seal must be affixed) VIVIAN K. GILMORE MY COMMISSION # GG 112718 EXPIRES: June 7, 2021 Bonded Thru Notary Public Underwriters

FUTURE LAND USE MAP AMENDMENT APPLICATION CONCURRENCY DETERMINATION ACKNOWLEDGMENT Project name: Pine Forest Residential Development

Property reference #: Section <u>24</u> Township <u>IS</u> Range 31W Parcel # <u>2415314230000020 24(5313140000000</u>

Project Address: 7045 Pine Forest Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) 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 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAV	E READ, UNDERSTAND AND AGREE WITH THE
ABOVE STATEMENT ON THIS 8	DAY OF 20/9
G SAL	A _ //
Cree Deate	ERIC GLEATON
Owner's signature	Owner's name (print)
	AL U
1-1	Chris Thousen
Agent's signature	Agent's name (print)

FLU Page 6 of 8

QUIT CLAIM DEED O S. PD DATE JOE A 400 State of Florida. BY James CERT. REQ. #59-2043328 ESCAMBIA County KNOW ALLMEN BY THESE PRESENTS, That WILLIAM M. BRAMBLETT and ROBBIE D. BRAMBLETT for and in consideration of ______ Ten Dollars and other good and valuable considera-DOLLARS. the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto ERIC LYNN GLEATON insa colo Pin 32534 88 his heirs, executors, administrators and assigns, foreyer, the following described property, situated Escambia Florida State of _ in the County of _____ to-wit: Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89050'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-ofway line a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89⁰50'30" West along said South right-of-way a distance of 125.00 feet; thence South 00°19'10" West for a distance of 300.00' for the Point of Beginning: thence continue along the same course for a distance of 25.00 feet; thence North 89°50'30" east for a distance of 125.00'; thence North 00°19'10" East for a distance of 25.00 feet; thence south 89°50'30" West for a distance of 125.00 feet to the Point of Beginning containing 0.07 Acres more or less. i Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. We have hereunto set Our hands and seal Sthis IN WITNESS WHEREOF. March A.D. 19. day of _ am M. Branchett (SEAL) Siculifier _(SEAL) This instrument was prepared by: Signed, sealed and delivered in the presence of GLATUN PIC 9milo RO Umnerso

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(in	unty of	ESCAMBIA	}		
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LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL 11

Commencing at the Northeast corner of the Southeast 1/4 of the Southwost 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 fest to the West right-of-way line of Pine Forest Road (150.00' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet for the PDINT OF BEGINNING; thence continue along said right-of-way line Bouth 77°08'51" West a distance of 145.96 feet; thence Bouth 00°19'10" West a distance of 610.13 feet; thence North 80°52'28" East a distance of 270.78 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" West along said West right-of-way line a distance of 275.00 feet; thence South 89°50'30" West a distance of 125.00 fest; thence North 00°19'10" East a distance of 325,00 feet to the PDINT OF BEBINNING.

PARCEL 2:

Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence Bouth 89°50' 30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 fest to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line, a distance of 63.00 feet to the South right-of-way line of Mandevile Lans (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet to the PDINT OF BEGINNING; thence continue along the same course a distance of 208.98 feet; thence South 00°03'58" West a distance of 15.00 feet; thence North 89°50'30" East a distance of 59.76 feet; thence South 00°03'58" West a distance of 450.00 feet; thence South 89°50'30" Hest a distance of 450.00 feet; thence South 00°03'58" Hest a distance of 45.00 feet; thence South 89°50'30" West a distance of 420.00 frot to the West line of the Boutheast 1/4 of the Southwest 1/4; thence South 00°03'58" West along said West line a distancy of 283.66 feet; thence North 89°45'27" East a distance of 1277.33 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" East along said West right-of-way line a distance of 269.80 feet; thence South 80°52'28" West a distance of 270.78 fout; thence North 00°19'10" East a distant"; of 610.13 feet to the POINT OF BEGINNING.

PARCEL 3:

Communcing at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 24, Yownship 1 South, Range 31 West, Escambia County, Florida; thence North 00°19'10" East along the East line of said Northeast 1/4 of the Southwest 1/4 a distance of 129.00 fest to the Easterly extension of the North right of way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said North right-of-way line a distance of 181.99 feet for the POINT OF BEGINNING; thence continue along said North right-of-way line Bouth 77008'51" West a distance of 275.24 feet; thence North 00°19'10" East a distance of 60.49 feet; thence North 89°50'30" East a distance of 268.01 feet to the POINT OF BEGINNING.

1

Recorded in Public Records 10/30/2015 at 12:42 FM OR Book 7429 Page 529, Instrument #2015083317, Fam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$455.00

Prepared By: Thomas G. Van Matre, Jr. Taylor & Van Matre, P.A. 4300 Bayou Blvd., Suite #16 Pensacota, Florida 32503 File Number: TVM15-2072 Sales Price \$65,000.00

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated October 29, 2015 by

WILEY MARVIN BRAMBLETT, as to an undivided one-third (1/3) interest and PATRICIA MAE BRAMBLETT COTTON, as to an undivided one-third (1/3) interest and CLARA A. BRAMBLETT SHULER, as to an undivided one-third (1/3) interest

whose post office address is:

6750 KLONDIKE ROAD, PENSACOLA, FL 32526 hereinafter called the GRANTOR, to ERIC GLEATON whose post office address is: 102 E. 9 MILE ROAD, PENSACOLA, FL 32534

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all 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 \$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:

Begin at the Northeast corner of the Southeast Quarter of the Southwest Quarter, South 89 degrees 50 minutes 30 seconds West 50 feet to West R/W line of Pine Forest Road (150 ft R/W), North 0 degrees 19 minutes 10 seconds East along the West R/W line 63 feet to South R/W of Mandeville Lane for POB, South 89 degrees 50 minutes 30 seconds West along the South R/W of Mandeville Lane 125 feet, South 77 degrees 08 minutes 51 seconds West 87 feet, South 16 degrees 30 minutes 12 seconds East 292.70 feet, North 89 degrees 50 minutes 30 seconds East 125 feet to West R/W of Pine Forest road, North along the West R/W of road 300 feet to Point of Beginning.

Parcel ID Number:241S31-3140-000-000

THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTORS.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

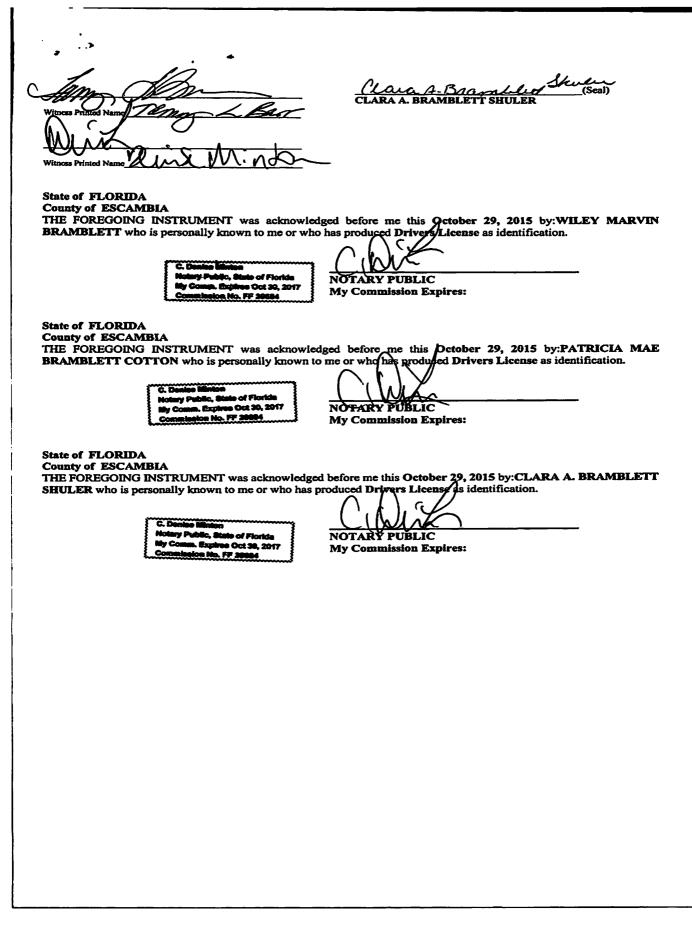
TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed sealed and delivered in our presence: Branch lit ATONINE BOHDREAUS no Bran

BK: 7429 PG: 530



BK: 7429 PG: 531 Last Page

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, seller of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: PINE FOREST ROAD

LEGAL ADDRESS OF PROPERTY: 7055 PINE FOREST ROAD, PENSACOLA, Florida 32526

THE COUNTY HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE. (STATE ROAD)

This form completed by: TVM15-2072

Taylor & Van Matre, P.A. 4300 Bayou Boulevard, Suite 16 Pensacola, Florida

AS TO SELLER(S Witness - Witness

Bramles It

BRAMBLETT DIDICIA MIC BODM LOT OLDI PATRICIA MAE BRAMBLETT - Seller COTTON

UCA Bramblett Shurle

CLARA A. BRAMBLETT SHULER

BUYER - Wittees Witness

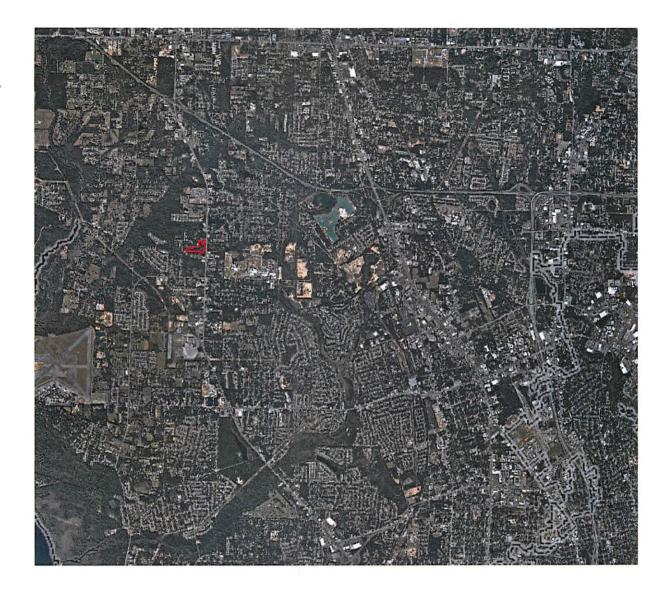
leate-

ERIC GLEATON

- Buyer

- Buyer

Seller







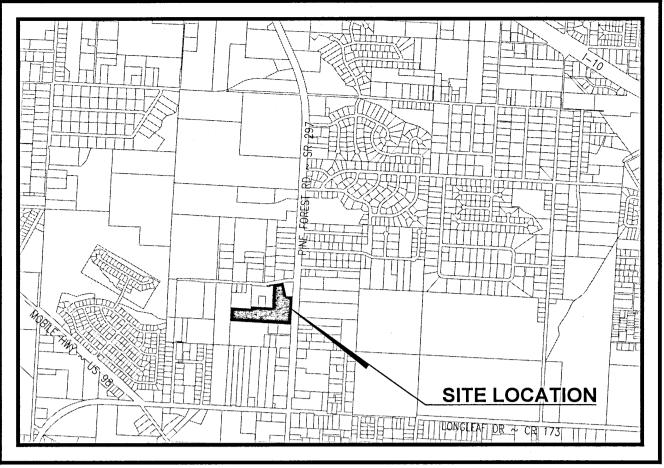
We are requesting a FLU Amendment for two parcels located at 7045 Pine Forest Road and 7055 Pine Forest Road. Respectively, the Parcel Reference numbers are 241S314230000020 and 241S313140000000. The total acreage of the properties is 14.4 acres. Below are the legal descriptions.

7045 Pine Forest Road (241S314230000020):

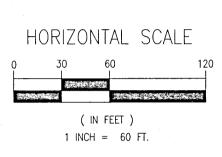
BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W ALG N LI OF SE 1/4 OF SW 1/4 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 00 DEG 19 MIN 10 SEC E ALG W R/W LI 63 FT TO S R/W LI OF MANDEVILLE LN (R/W VARIES) S 89 DEG 50 MIN 30 SEC W ALG S R/W 125 FT S 77 DEG 08 MIN 51 SEC W 87 FT FOR POB CONT S 77 DEG 08 MIN 51 SEC W 58 96/100 FT S 0 DEG 19 MIN 10 SEC W 610 13/100 FT N 80 DEG 52 MIN 28 SEC E 270 78/100 FT TO W R/W OF PINE FOREST RD N 0 DEG 19 MIN 10 SEC W ALG W R/W LI 300 FT S 89 DEG 50 MIN 30 SEC W 125 FT N 16 DEG 30 MIN 12 SEC W 292 7/10 FT TO POB AND BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W ALG N LI OF SE 1/4 OF SW 1/4 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 0 DEG 19 MIN 10 SEC E ALG SD W R/W LI 63 FT TO S R/W LI MANDEVILLE LN S 89 DEG 50 MIN 30 SEC W ALG S R/W 125 FT CONT ALG R/W LI S 77 DEG 08 MIN 51 SEC W 145 96/100 FT FOR POB CONT ALG SAME COURSE 208 96/100 FT S 00 DEG 03 MIN 58 SEC W 15 FT N 89 DEG 50 MIN 30 SEC E 59 76/100 FT S 00 DEG 03 MIN 58 SEC W 450 FT S 89 DEG 50 MIN 30 SEC W 450 FT S 00 DEG 03 MIN 58 SEC W 45 FT S 89 DEG 50 MIN 30 SEC W 420 FT TO W LI OF SE 1/4 OF SW 1/4 S 00 DEG 03 MIN 58 SEC W ALG SD W LI 283 66/100 FT N 89 DEG 45 MIN 27 SEC E 1277 33/100 FT TO W R/W LI OF PINE FOREST RD N 00 DEG 19 MIN 10 SEC E ALG SD W R/W LI 269 80/100 FT S 80 DEG 52 MIN 28 SEC W 270 78/100 FT N 00 DEG 19 MIN 10 SEC E 610 13/100 FT TO POB OR 2773 P 473 OR 3004 P 240

7055 Pine Forest Road (241S31314000000):

BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 0 DEG 19 MIN 10 SEC E ALG W R/W LI 63 FT TO S R/W OF MANDEVILLE LN FOR POB S 89 DEG 50 MIN 30 SEC W ALG S R/W OF MANDEVILLE LN 125 FT S 77 DEG 08 MIN 51 SEC W 87 FT S 16 DEG 30 MIN 12 SEC E 292 70/100 FT N 89 DEG 50 MIN 30 SEC W 125 FT TO W R/W OF PINE FOREST RD N ALG W R/W OF RD 300 FT TO POB OR 7429 P 529 OR 7446 P 869



VICINITY MAP 1" = 2000'



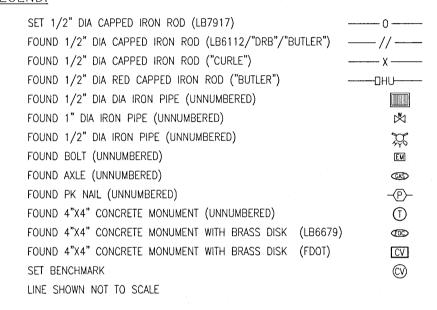


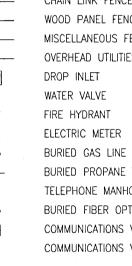
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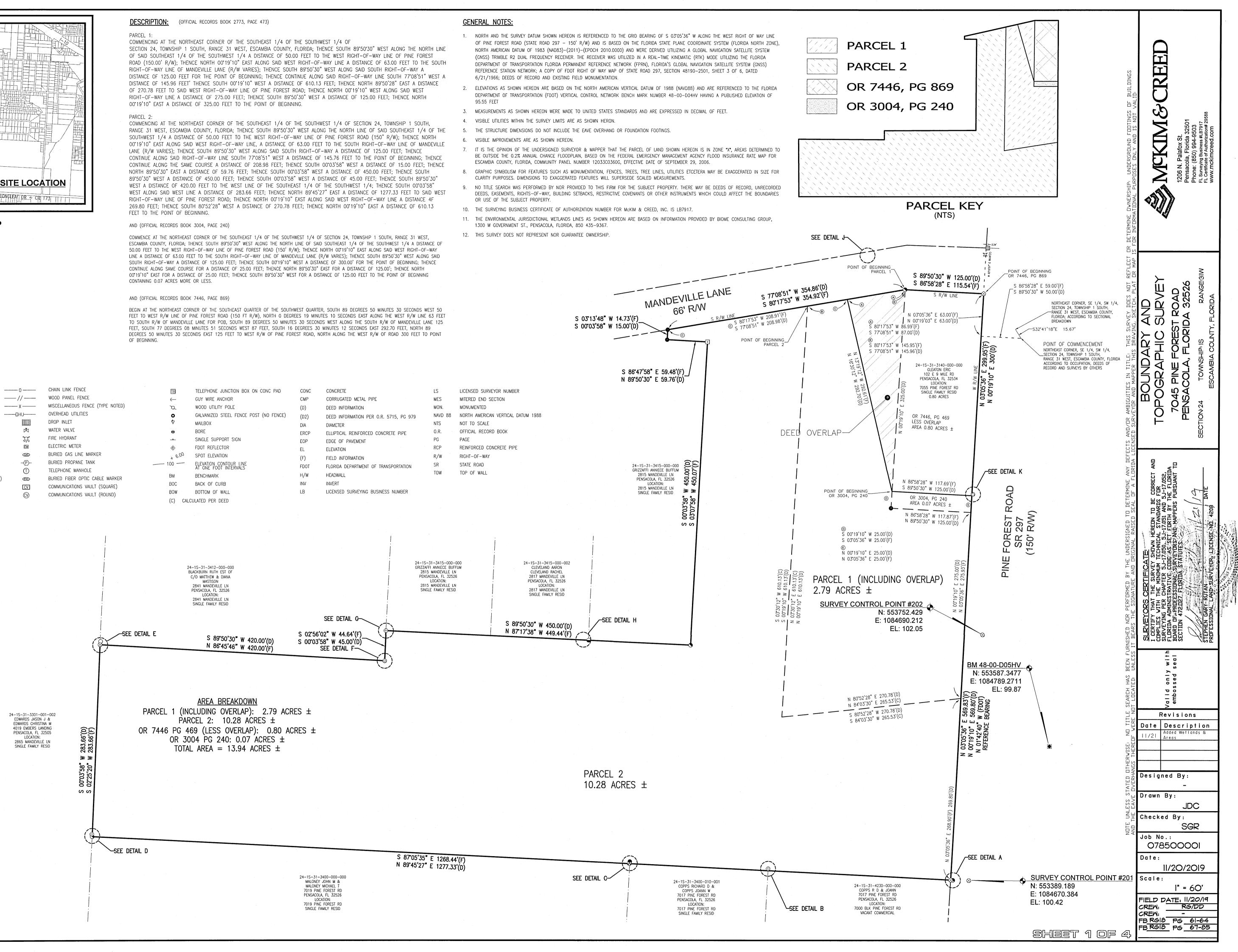
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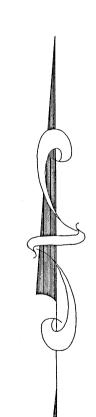
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COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89'50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00'19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89 50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE SOUTH 00'19'10" WEST A DISTANCE OF 300.00' FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 89'50'30" EAST FOR A DISTANCE OF 125.00'; THENCE NORTH 00'19'10" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 89'50'30" WEST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.



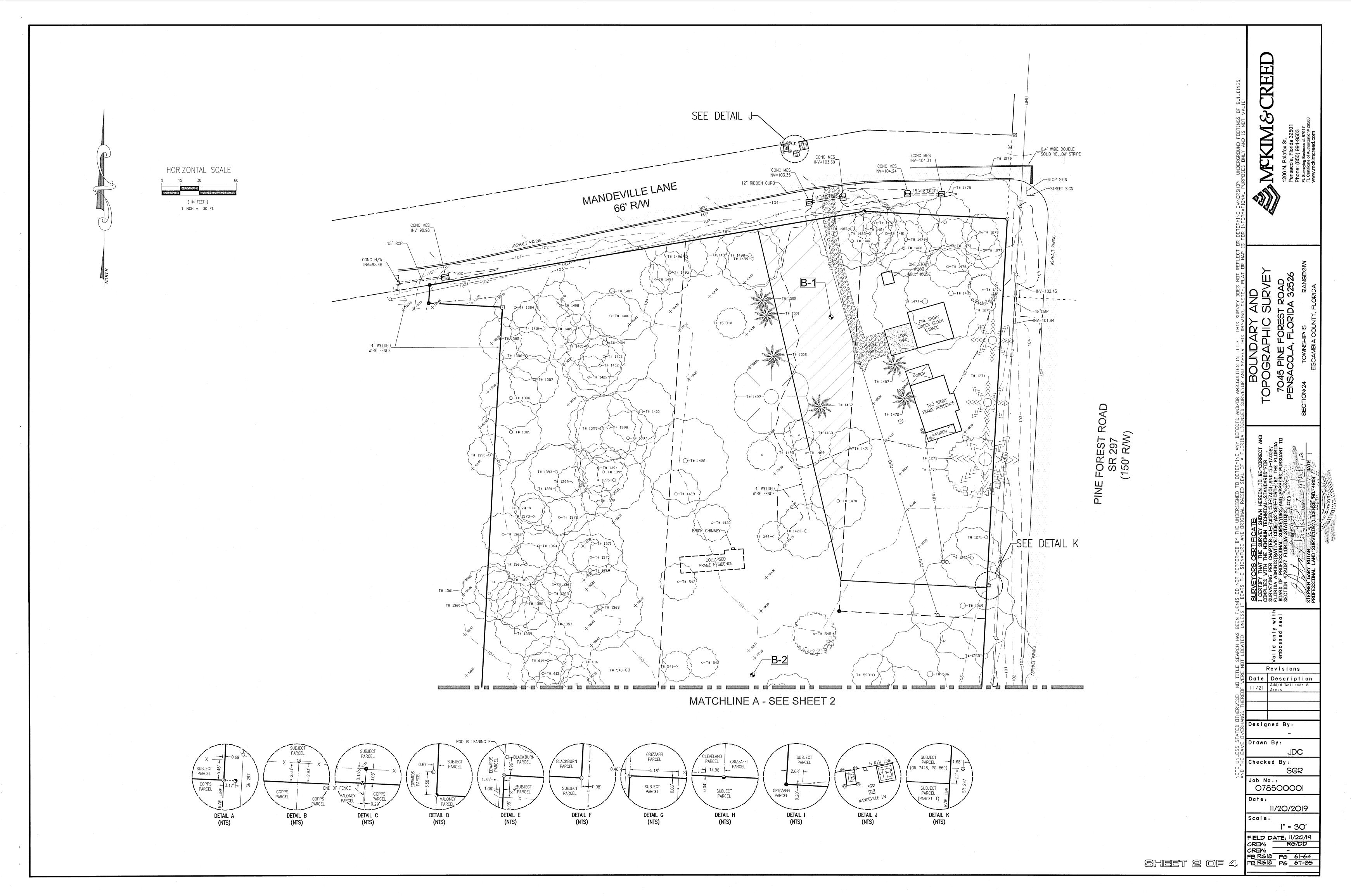




TREE LEGEND CYPRES ELN MAGNOLI OAł

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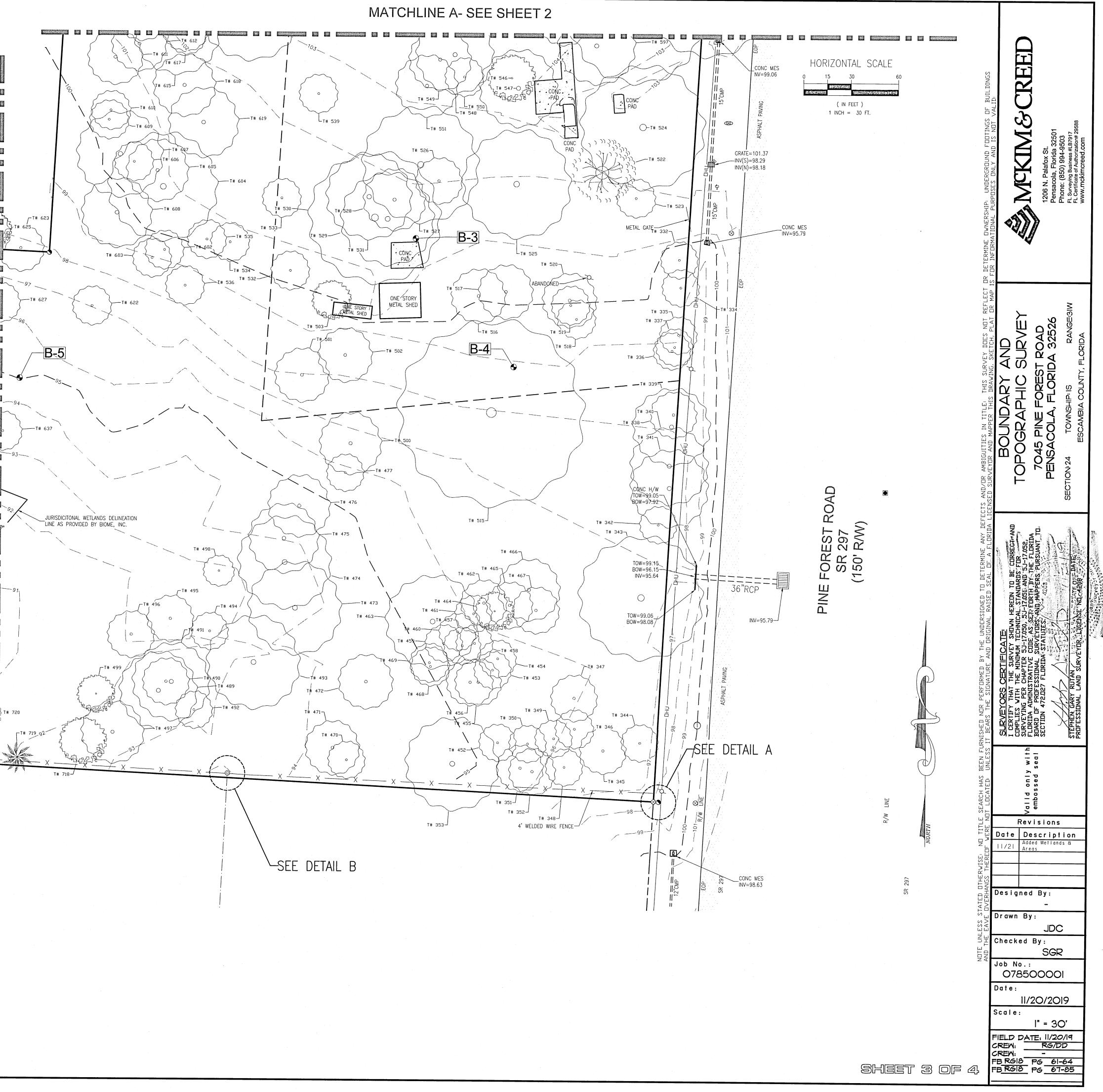
TDCC #	· · · · · · · · · · · · · · · · · · ·		1
TREE #	SPECIES OAK	6 CANOPY 24'	DIAMETER
332	OAK	24'	12"
335	OAK	24	12
336	OAK	24	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340	ОАК	50'	36"
341	ΟΑΚ	50'	34"
342	ΟΑΚ	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK	30'	15"
348 	OAK OAK	24'	12"
350	OAK	24	18"
351	OAK	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	ΟΑΚ	24'	12"
453	ОАК	24'	12"
454	OAK	24'	12"
455	ΟΑΚ	30'	18"
456	ΟΑΚ	30'	18"
457	OAK	24'	15"
458	ΟΑΚ	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK	24'	15"
462	OAK	30'	20"
463		60'	32"
464	MAGNOLIA OAK	25' 30'	15"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469	OAK	25'	12"
470	OAK	24'	12"
471	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK	40'	24"
477	OAK	24'	12"
489	OAK	50'	20"
490	OAK	30'	20"
491 492	OAK 	50' 24'	24"
493	OAK	60'	42"
494	0/11 0AK	24'	12"
495	OAK	30'	18"
496	OAK	30'	22"
497	OAK	40'	24"
498	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"~15"~18" SPLIT
501	OAK	35"	15"~18" SPLIT
502	OAK	35"	22"
503	MAGNOLIA	25'	15"
515	OAK	120'	84"
516	OAK	35'	18"
517	OAK	35"	22"
518	OAK	25'	15"
519		25'	12"
520		35"	23"
522 523	ELM OAK	40'	23"
523 524	0AK 0AK	25' 80'	15" 52"
524 525	OAK	80 [.] 70'	48"
525	OAK	30'	48 15"
520	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
531	OAK	55'	34"
532	ОАК	25'	12"
533	OAK	25'	15"
534	ΟΑΚ	25'	15"
505	ОАК	25'	15"
535	·		
535	OAK	25'	15"
	OAK OAK	25' 25'	15" 15"

		SCHEDULE	
TREE #		CANOPY	
542 543	OAK	25'	12"
544	OAK	25'	20"
545	MAGNOLIA		20"
546	MAGNOLIA	30'	18"
547	OAK	50'	30"
548	OAK	50'	30"
549	ОАК	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35"	20"
602		25'	15"
603	OAK	25'	12"
604 605		40'	28"
606	OAK	25'	18"
607	OAK	55'	30"
608	OAK	45'	28"
609	OAK	25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	ΟΑΚ	30'	18"
617	OAK	25'	18"
618	ОАК	40'	23"
619	ОАК	45'	26"
622	OAK	25'	15"
623	OAK	30'	18"
624	OAK	35'	22"
625 	MAGNOLIA	20'	14"
636	OAK OAK	25' 25'	15" 18"
637	OAK	25	18"
679	OAK	30'	18"
683	ОАК	25'	15"
684	ОАК	25'	15"
685	OAK	20'	12"
686	OAK	20'	12"
688	MAGNOLIA	20'	12"
689	ΟΑΚ	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697 698		25' 30'	15"
698 699	OAK OAK	30' 30'	18" 15"
702	OAK	25'	15"
702	BAY	25'	18"
703	BAY	25 25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY	25'	18"
716	BAY	25'	18"
717	OAK	25'	18"
718	MAGNOLIA	30'	18"
719	PALM	20'	18"
720	MAGNOLIA	30'	15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729 730	OAK BAY	30'	15"
730	DAK	25' 20'	15"
731	OAK	20' 30'	15" 24"
732	BAY	20'	12"
738	BAY	20'	12"
739	BAY	25'	18" 15"
740	BAY	40'	25"
741	BAY	40'	25
744	OAK	30'	18"
745	OAK	30'	18"
746	OAK	25'	15"
747	BAY	25'	15"
748	BAY	20'	12"

TREE SCHEDULE				
TREE #	-1			
751	OAK	20'	12"	
767	OAK	30'	20"	
768	ΟΑΚ	40'	26"	
770	ΟΑΚ	25'	15"	
771	OAK	25'	15"	
772	OAK	20'	12"	
773	OAK	25'	15"	
774	OAK	25'	18"	
775	OAK	25'	18"	
776	OAK	20'	12"	
777		20'	12"	
779	OAK	30'	20"	
782	OAK	25'	18"	
783	OAK	25'	18"	
784	OAK	25'	15"	
785	OAK	25'	15"	
786	OAK	25'	15"	
809	ΟΑΚ	25'	15"	
811	BAY	20'	15"	
812	BAY	20'	15"	
813	OAK	20'	15"	
814	OAK	20'	12"	
815	BAY	30'	20"	
826	MAGNOLIA	25'	15"	
838	ΟΑΚ	25'	15"	
840	OAK	50'	30"	
841	OAK	50'	30"	
842	ОАК	50'	30"	
844	OAK	25'	12"	
845	OAK	25'	15"	
846	OAK	35'	20"	
847	OAK	25'	16"	
848	OAK	25'	15"	
849	OAK	30'	22"	
850	OAK	30'	22"	
852	ОАК	25'	15"	
853	MAGNOLIA	25'	15"	
856	OAK	50'	26"	
857	OAK	25'	15"	
858	OAK	25'	18"	
860	OAK	20'	12"	
861	OAK	25'	15"	
862	OAK	25'	15"	
863	OAK	25'	12"	
864	OAK	25'	15"	
865	OAK	25'	12"	
866 867	OAK OAK	25'	12"	
867		25' 25'	12"	
809	OAK	25' 50'	12" 32"	
870		25'	32" 15"	
872		25	15"	
873	OAK	25	15"	
874	OAK	25'	15"	
875	OAK	30'	18"	
876	OAK	20'	12"	
878	OAK	30'	20"	
879	OAK	25'	12"	
880	OAK	30'	18"	
902	ОАК	20'	12"	
903	ОАК	20'	12"	
904	OAK	25'	15"	
905	OAK	25'	15"	
906	OAK	25'	15"	
907	OAK	25'	12"	
908	OAK	25'	12"	
909	OAK	35'	20"	
910	OAK	30'	18"	
911	OAK	30'	18"	
912	OAK	25'	15"	
914	OAK	20'	12"	
915	OAK	20'	12"	
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TREE SCHEDULE				
TREE #	SPECIES	CANOPY	DIAMETER	
943	ΟΑΚ	30'	18"	
944	OAK	70'	44"	
945	OAK	40'	20"	
946	OAK	40'	20"	
947	OAK	30'	15"	
948	OAK	30'	15"	
949	MAGNOLIA	25'	12"~12" SPLIT	
950	ΟΑΚ	30'	15"	
971	MAGNOLIA	35'	18"~12" SPLIT	
972	MAGNOLIA	25'	12"	
973	MAGNOLIA	25'	12"	
974	MAGNOLIA	25'	15"	
975	MAGNOLIA	35'	18"~18" SPLIT	
976	OAK	35'	18"~15" SPLIT	
977	OAK	35'	18"~15" SPLIT	
1268	OAK	80'	60"	
1269	OAK	85'	64"	
1270	OAK	50'	30"	
1271	OAK	50'	32"	
1272	MAGNOLIA	50'	15"~20" SPLIT	
1273	CYPRESS	55'	12"~20" SPLIT	
1274	CYPRESS	35'	22"	
1275	CYPRESS	35'	22"	
1276	MAGNOLIA	25'	12"	
1277	OAK	30'	18"	
1278	OAK	30'	18"	
1279	OAK	70'	50"	

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1357	OAK	50'	28"
1358	OAK	45'	32"
1359	OAK	40'	22"
1360	OAK	40'	22"
1361	OAK	45'	30"
1362	OAK	30'	18"
1363	OAK	35'	28"
1364	ОАК	35'	28"
1365	OAK	35'	23"
1366	OAK	35'	22"
1367	OAK	30'	18"
1368	OAK	70'	48"
1369	OAK	60'	20"~20" SPLIT
1370	OAK	30'	18"
1371	OAK	50'	30"
1372	OAK	30'	18"
1373	OAK	30'	18"
1374	OAK	25'	12"
1375	OAK	25'	15"
1384	OAK	35'	20"
1385	ОАК	35'	20"
1386	ОАК	40'	26"
1387	OAK	40'	22"
1388	ОАК	50'	30"
1389	OAK	50'	30"
1390	ОАК	35'	16"
1391	OAK	75'	54"

	TREE S	CHEDULE		
TREE # SPECIES C		CANOPY	DIAMETER	
1392	OAK	25'	12"	
1393	OAK	45'	24"	
1394	OAK	40'	20"	
1395	OAK	40'	22"	
1396	OAK	50'	28"	
1397	OAK	45'	22"	
1398	OAK	55'	33"	
1399	OAK	55'	30"	
1400	ОАК	55'	30"	
1401	OAK	35'	20"	
1402	OAK	35'	20"	
1403	OAK	35'	22"	
1404	OAK	85'	50"	
1405	OAK	35'	20"	
1406	OAK	35'	20"	
1407	OAK	85'	68"	
1408	OAK	40'	20"	
1409	OAK	25'	12"	
1410	OAK	55'	30"	
1423	OAK	45'	28"	
1425	ОАК	25'	15"	
1427	PECAN	60'	30"	
1428	OAK	70'	52"	
1429	OAK	40'	20"	
1430	OAK	30'	18"	
1467	PALM	20'	15"	
1468	ΟΑΚ	25'	15"	

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TREE #	SPE
1469	OAK
1470	ΟΑΚ
1471	OAK
1472	PALN
1474	OAK
1475	OAK
1476	ΟΑΚ
1477	OAK
1478	OAK
1479	OAK
1480	OAK
1481	OAK
1482	OAK
1483	OAK
1484	OAK
1485	OAK
1486	OAK
1487	PAL
1494	OAK
1495	OAK
1496	ΟΑΚ
1497	ΟΑΚ
1498	OAK
1499	ΟΑΚ
1500	PAL
1501	PALM
1502	PALM

B-7

T# 902 _____ 87 ____

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T# 944-

T# 939-----

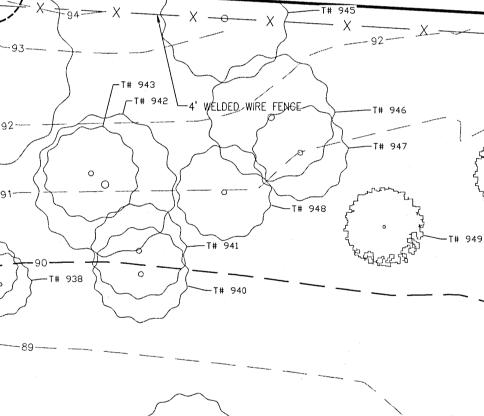
T# 937-----

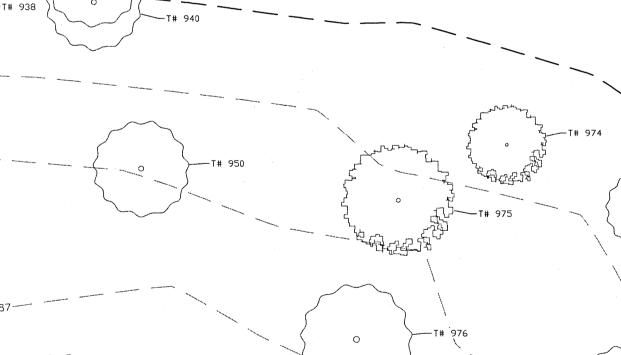
4' WELDED WIRE FENCE

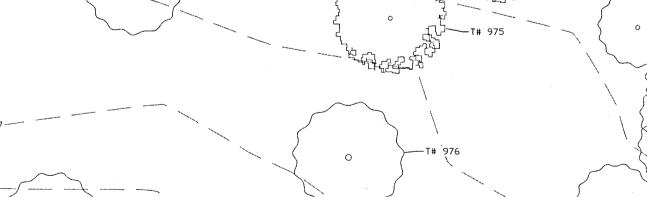
6' WOOD BOARD FENCE-

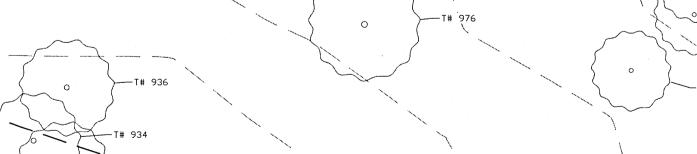
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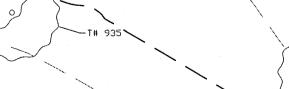




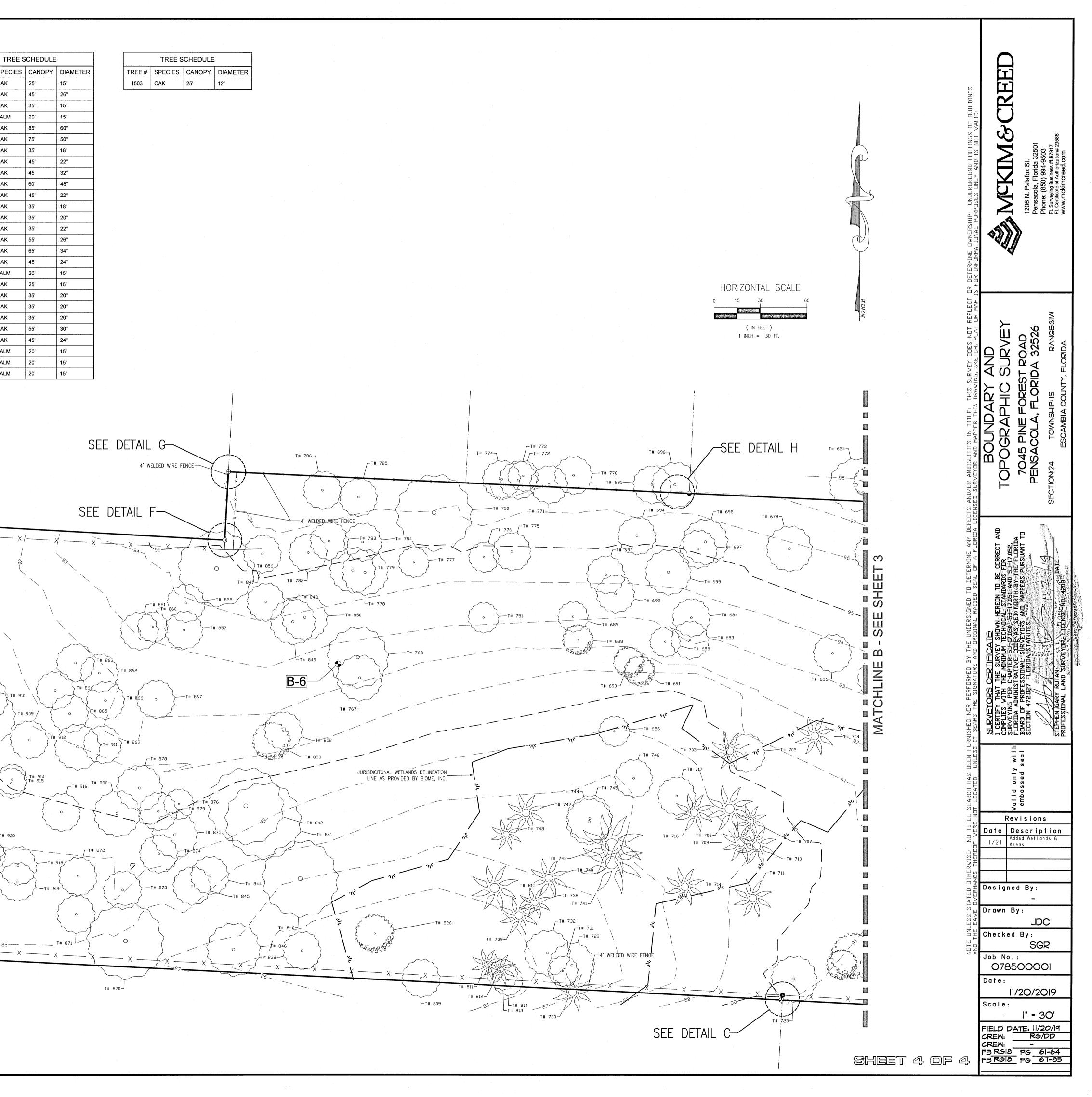




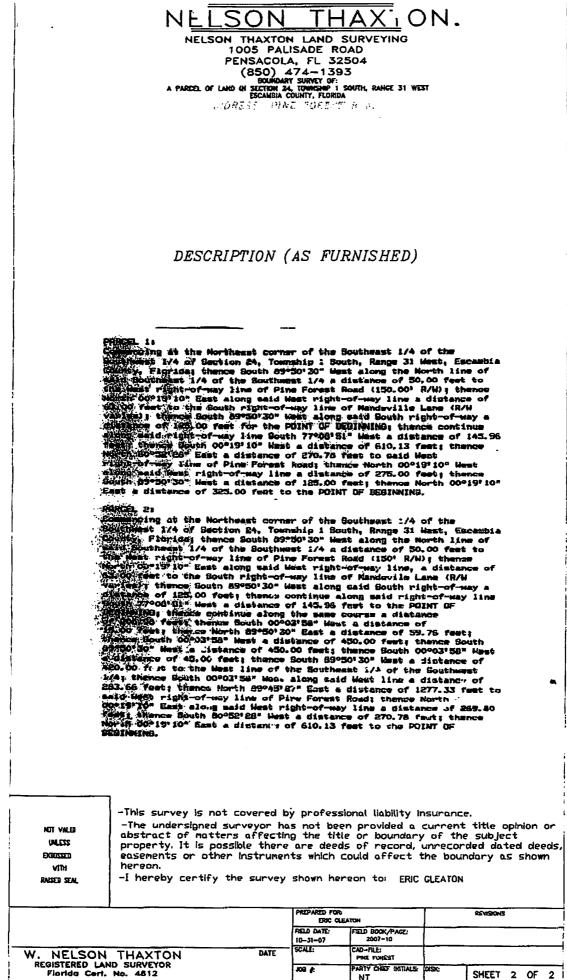




-SEE DETAIL



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PINE FUHENT PARTY CHIEF INITIALS DISK

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109 A.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

DATA AND ANALYSIS REQUIREMENTS

- 1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
- Please note that there are no pending development request before the County regarding the property. Any development will proceed only after obtaining those appropriate and necessary County, State, and Federal approvals and permits.
 - A. Sanitary Sewer

ECUA has confirmed infrastructure and service available to service development under the requested FLU designations. See letters from ECUA attached.

B. Solid Waste Disposal

We will ensure provision of adequate solid waste disposal services during the ownership, development, or use of the property, in accordance with the requirements of the Escambia County LDC. Any solid waste disposal issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

C. Potable Water

ECUA has confirmed infrastructure and service available to service development under the requested FLU designations. See letters from ECUA attached. Any issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

D. Stormwater Management

Any development of the property will be done in a manner to meet all applicable stormwater management studies, regulations, and permitting requirements. Any stormwater issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

E. Traffic

Access to the parcels will mainly be from Pine Forest, a median cut currently exists in front of 7045 Pine Forest road for our use. There is anticipated to be a rear entrance on Mandeville as well. Any access and traffic issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

F. Recreation and Open Space

Any recreation and open space issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

G. Schools

As we are proposing a FLU Amendment for residential purposes, the below schools will be affected:

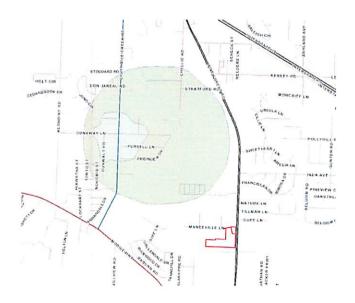
- 1) Beulah Elementary School
- 2) Beulah Middle School
- 3) Pine Forest High School
- H. Power

Gulf Power has confirmed infrastructure and service are available to the property to service development under the requested FLU categories. See letter from Gulf power attached as exhibit.

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

- 2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)

The nearest wellhead according to county GIS records is at the crossing of Dunaway Lane and Eight Mile Creek Road, approximately 6,300 feet away. The proposed two parcels are well outside the 7 and 20 year Well-head protection areas as indicated below:



ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email <u>sitefile@dos.state.fl.us</u>) Request form attached.

Florida Master Site File, Division of Historical Resources, has indicated there are no previously recorded cultural or historical resources in the proposed Amendment area. Please see the attached letter as Exhibit.

C. Natural Resources, including wetland (a wetlands survey is highly recommended if wetlands are located on the property).

According to County GIS and US Fish and Wildlife Wetlands Mapper, there are no reported wetlands on either of the two parcels. No endangered species have been reported. Any Natural Resource issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

The proposed Future Land Use Amendment Application is consistent with the overall plans contained within the Escambia County Comprehensive Plan 2030.

Mixed-Used Urban (MU-U) Future Land Use is consistent with many parcels along Pine Forest, which is comprised of a mix of Commercial and MU-U parcels directly on the road. Consistent with the residential element found along the roadway, with many homes laying directly off Pine Forest, we are looking to keep with the character that is currently there.



October 9, 2019

7045 PINE FOREST RD 32526

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) Sanitation and Water at 7045 PINE FOREST RD A RW in Pensacola, Florida. If you require further assistance, please call me at (850) 476-0480, and I will be happy to help you.

Sincerely,

DeAndra Brand Customer Service Representative



October 10, 2019

Robert C Foust 7055 Pine Forest Rd Pensacola, FL 32526

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) Water and Sanitation at 7055 PINE FOREST RD RW in Pensacola, Florida. If you require further assistance, please call me at (850) 476-0480, and I will be happy to help you.

Sincerely,

Cassandra Strickland Customer Service Representative



October 10, 2019

Spencer Leeper sleeper@southpalafox.com 815 S. Palafox St. Pensacola, FL 32520

RE: Power availability 7045 & 7055 Pine Forest Rd. Pensacola, FL 32526

Dear Mr. Spencer:

Gulf Power Company has three phase electric facilities available along the west side of Pine Forest Rd. at the property in question. There is sufficient capacity for three phase overhead or underground service and single phase service if required.

Though three phase power is available, there may be charges associated with service depending on qualifying load and type of service requested. The service voltage and point of attachment will be determined upon receipt of final plat and electrical panel schedules.

Depending on the loads and the decision to have overhead or underground there may be some additional cost.

If you have any questions, please contact me at paul.cazenavette@fpl.com 850-429-2818.

Sincerely, Paul J. Cagenavette

Paul J. Cazenavette Sr. Technical Specialist Gulf Power Company Pensacola, FL

Gulf Power Company

One Energy Place. Pensacola, Florida 32520

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place. Pensacola. FL 32505 (850) 595-3475



Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources To request a search for previously recorded cultural resources, fill in the Township (circle North or South), Range (circle East or West), & Section number(s) of your project area.

Bease Include a photocopy (of the appropriate (USGS) guad (map) with your project area (clearly marked

Township: <u>1South</u> (North or South)	Range: <u>31 West</u> (East or West)				
Sections (include all affected): 24					
County (include all affected): U	SGS Quad (if known):				
Township: (North or South)	Range: (East or West)				
Sections (include all affected):					
County (include all affected): U	SGS Quad (if known):				
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Township: (North or South)	Range: (East or West)				
Sections (include all affected):					
County (include all affected): U	SGS Quad (if known):				
Return To: Name: <u>Spencer Leeper</u> Organization: <u>South Palafox Construct</u> Phone: <u>8504183816</u> Fax Address: <u>815 S. Palafox St, 3rd F</u> <u>Pensacola, FL 32502</u>	: <u>8503781008</u> loor				
Email:sleeper@southapalafox.com					
Agency/Permit/Project requiring search:Pine Forest Development, FLU MU-U Amendment					
Florida Master Site File					
500 South Bronough St., Tail	ources / R.A. Gray Building lahassee, Florida 32399-0250 .6439 / Email <u>silefile@dos.state.fl.us</u>				
Office Use OnlyH: .DEV SR\'CS\FOR-000 Forms\Applie Admendment\FLU Application New Fees 6_05_17.docx (Note' print from Adobe (.pdf) version)	cation Packet Forms-2016\Large & Small Scale				

FLU Page 8 of 8

This record search is for informational purposes only and does <u>NOT</u> constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does <u>NOT</u> provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 4, 2019

Spencer Leeper South Palafox Group 815 South Palafox Street, 3rd Floor Pensacola, FL 32502 Phone: 850.777.3100 Email: sleeper@southpalafox.com



In response to your inquiry of October 4, 2019, the Florida Master Site File lists no previously recorded cultural or historical resources found in the following section of Escambia County:

T01S, R31W, Section 24 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of our search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely, ale

Cody VanderPloeg Archaeological Data Analyst Florida Master Site File Cody.VanderPloeg@dos.myflorida.com

Comprehensive Plan Large-Scale Future Land Use Map Amendment Staff Analysis

General Data

Project Name:	LSA 2019-05 – Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.	
Location:	7045 & 7055 Pine Forest Road	
Parcel #s:	24-1S-31-4230-000-020, 24-1S-31-3140-000-000	
Acreage:	10.28 (+/-) acres, 3.66 (+/-) acres.	
Request:	Commercial (C) to Mixed-Use Urban (MU-U).	
Agent:	Chris Thompson, Agent for Eric Gleaton, Owner	
Meeting Dates:	Planning Board, December 5, 2019 BCC January 7, 2019 (Transmittal)	

Site Description and Summary of Proposed Amendment:

The area includes parcels 24-1S-31-4230-000-020, 24-1S-31-3140-000-000, located on Pine Forest road just north of Blue Angel Parkway.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." "Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

CP Policy INF 1.1.11 Required New Service Connection. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The applicant provided a letter from ECUA stating services for water and sanitation are provided by ECUA. Any new proposed development will have a complete reviewed during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

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

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.

CP Policy INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

CP Policy INF 4.1.7 Level of Service (LOS) Standards. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of

application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: Based on Escambia County Property Appraiser records, the parcels are within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

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

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

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

Analysis: The parcel fronts Pine Forest Road, which is a FDOT road, classified as an arterial roadway. Any new development will have to submit an application for Development Review Process.

Transportation & Traffic Operations (TTO) Comments – LSA-2019-05

TTO Staff has reviewed the LSA-2019-05 7045 & 7055 Pine Forest Road (C to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Pine Forest Road is a four-lane divided roadway with a right-of-way of 100 feet. The County does not have any proposed improvement projects scheduled for Pine Forest Road in this area. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Pine Forest Road is classified as a minor arterial with a maximum LOS of D and a corresponding daily volume threshold of 39,800. Near Louisiana Drive, the daily volume on Pine Forest Road for 2018 was recorded as 32,000.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are: Beulah Elementary, Beulah Middle, and Pine Forest High. An increase of residential dwellings may influence student population projections, requiring the plan to be reviewed and approved through the Site Plan Review process.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1 [of the Escambia County Comprehensive Plan].

Analysis:

Approval of the amendment would allow for the proposed Future Land Use to be consistent with the existing zoning and allow more residential density which will be compatible with the surrounding residential uses.

Impact on Wellheads.

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

Analysis: Based on the GIS wellhead protection areas layer, there are wellhead protection areas to the north of this site, however, this property is not located in a wellhead protection area, and will not impact the wellhead area. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.

Analysis: A letter from the Historical Resources was provided which states no historical resources were found to be on site. At the time of development review if any historic or archeological resources or structures are discovered, the county will request the appropriate guidance, direction and technical assistance from the State.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

CP Policy CON 1.1.6 Habitat Protection. Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.

CP Policy CON 1.3.1 Stormwater Management. Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

CP Policy CON 1.3.6 Wetland Development Provisions. Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:

CP Policy CON 1.6.3 Tree Protection. Escambia County will protect trees through LDC provisions.

Analysis: The proposed FLU amendment will not have an impact beyond existing development at this time. Any natural resource issues will be appropriately addressed at the county Development Review process at the time of development. Any proposed development will be reviewed for impacts on the natural resources during the Site Plan Review process.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Analysis: The proposed FLU amendment would promote mixed uses in the urban areas, with compatible infill development.

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

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

Analysis: There are multiple residential and commercial developments along Pine Forest Rd. Any new proposed project will be required to meet the current regulations, as it relates to the availability of public services to support the requested densities and intensities.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

- TO: Andrew Holmer, Division Manager **Development Services Department**
- FROM: Terri V. Malone, AICP, Transportation Planner **Transportation & Traffic Operations Division**
- THRU: David Forte, Division Manager **Transportation & Traffic Operations Division**
- DATE: November 25, 2019



RE: Transportation & Traffic Operations (TTO) Comments – LSA-2019-05

TTO Staff has reviewed the LSA-2019-05, 7045 & 7055 Pine Forest Road (C to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Pine Forest Road is a four-lane divided roadway with a right-of-way of 100 feet. The County does not have any proposed improvement projects scheduled for Pine Forest Road in this area. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Pine Forest Road is classified as a minor arterial with a maximum LOS of D and a corresponding daily volume threshold of 39,800. Near Louisiana Drive, the daily volume on Pine Forest Road for 2018 was recorded as 32,000.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

Horace Jones, Development Services Department Director CC: Joy Jones, P.E., Engineering Department Director Allyson Lindsay, Development Services Department

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)	
Document: LSA Ordinance 2019-05	
Date: 11-22-19	
Date requested back by:	
Requested by:	
Phone Number:	
(LEGAL USE ONLY)	
Kia M. Johnson Legal Review by	
Date Received:	
X Approved as to form and legal sufficiency.	
Not approved.	
Make subject to legal signoff.	

Additional comments:

1	ORDINANCE NUMBER 2020					
2 3	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING					
4	PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE					
5 6	ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT,"					
7	POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030					
8 9	FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 24,					
10	TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL					
11	ID NUMBER 24-1S-31-4230-000-020 TOTALING 10.28(+/-) ACRES,					
12 13	LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); CHANGING A PARCEL WITHIN SECTION					
13	24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS					
15	PARCEL ID NUMBER 24-1S-31-3140-000-000 TOTALING 3.66(+/-)					
16 17	ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING					
18	FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;					
19	AND PROVIDING FOR AN EFFECTIVE DATE.					
20 21	WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted					
22	its Comprehensive Plan on April 29, 2014; and					
23	MUEDEAC Objector 105 Florida Ototutos analysis the Deside of Osurtu					
24 25	WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce					
26	comprehensive plans for the development of the County; and					
27 28	WHEREAS the Ecoembia County Planning Poord conducted a public bearing and					
28 29	WHEREAS , the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes					
30	(amendments) to the Comprehensive Plan; and					
31 32	WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that					
33	the adoption of this amendment is in the best interest of the County and its citizens;					
34						
35 36	NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:					
37						
38	Section 1. Purpose and Intent					
39 40	This Ordinance is enacted to carry out the purpose and intent of, and exercise the					
41	authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,					
42 43	Florida Statutes.					
43 44	Section 2. Title of Comprehensive Plan Amendment					
	PB: 12-03-19					
	BCC: 1-07-20 Re: LSA-2019-05					
	Re: LSA-2019-05					

- This Comprehensive Plan amendment shall be entitled "Large Scale Amendment 2019-05."
- 4 5

6

Section 3. Changes to the 2030 Future Land Use Map

7 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the 8 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, 9 as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, 10 references and information shown thereon, is further amended to include the following 11 future land use changes:

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23 24 (A) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-4230-000-020 and totaling 10.28 (+/-) acres, located on Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

- (B) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-3140-000-000 and totaling 3.66 (+/-) acres, located at Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).
- 25 26

27 Section 4. Severability

28

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

32

33 Section 5. Inclusion in the Code

34

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

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- 42

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PB: 12-03-19 BCC: 1-07-20 Re: LSA-2019-05

2 Section 6. Effective Date

1

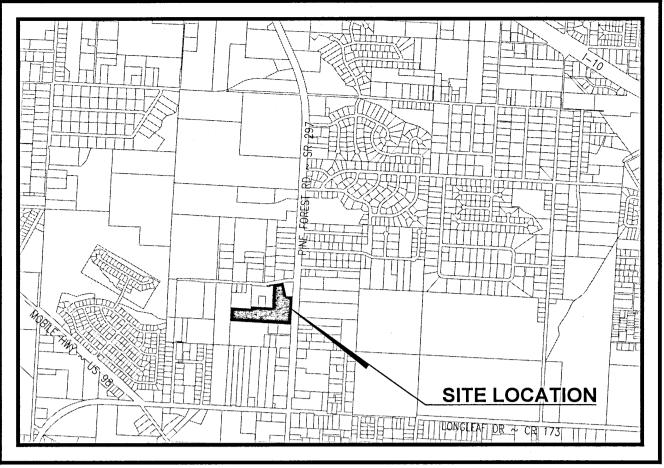
3

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

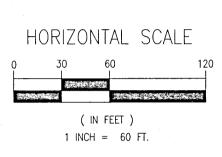
10				
11	DONE AND	ENACTED this	day of	, 2020.
12			4	
13			BOA	RD OF COUNTY COMMISSIONERS
14				OF ESCAMBIA COUNTY, FLORIDA
15				teneral protected to a consequence of the teneral and the teneral and the second of the second of the second of
16				
17			By:	
18			Stever	n Barry, Chairman
19				
20	ATTEST:	PAM CHILDERS		
21		CLERK OF THE C	CIRCUIT COURT	This document enpressed as to form
22				This document approved as to form and legal sufficiency.
23				
24		Ву:	<u>k (18</u>	By Rin M. Jakson
25		Deputy Cle	rk	Title Asst. County Attorney
26	(SEAL)			Date 11-22-19
27				In a provide the second of the
28				
29	ENACTED:			
30	FILED WITH	THE DEPARTME	NT OF STATE:	

31 EFFECTIVE DATE:

PB: 12-03-19 BCC: 1-07-20 Re: LSA-2019-05



VICINITY MAP 1" = 2000'



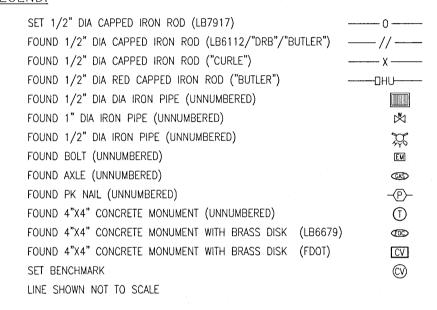


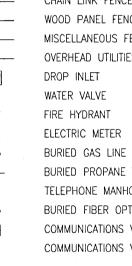
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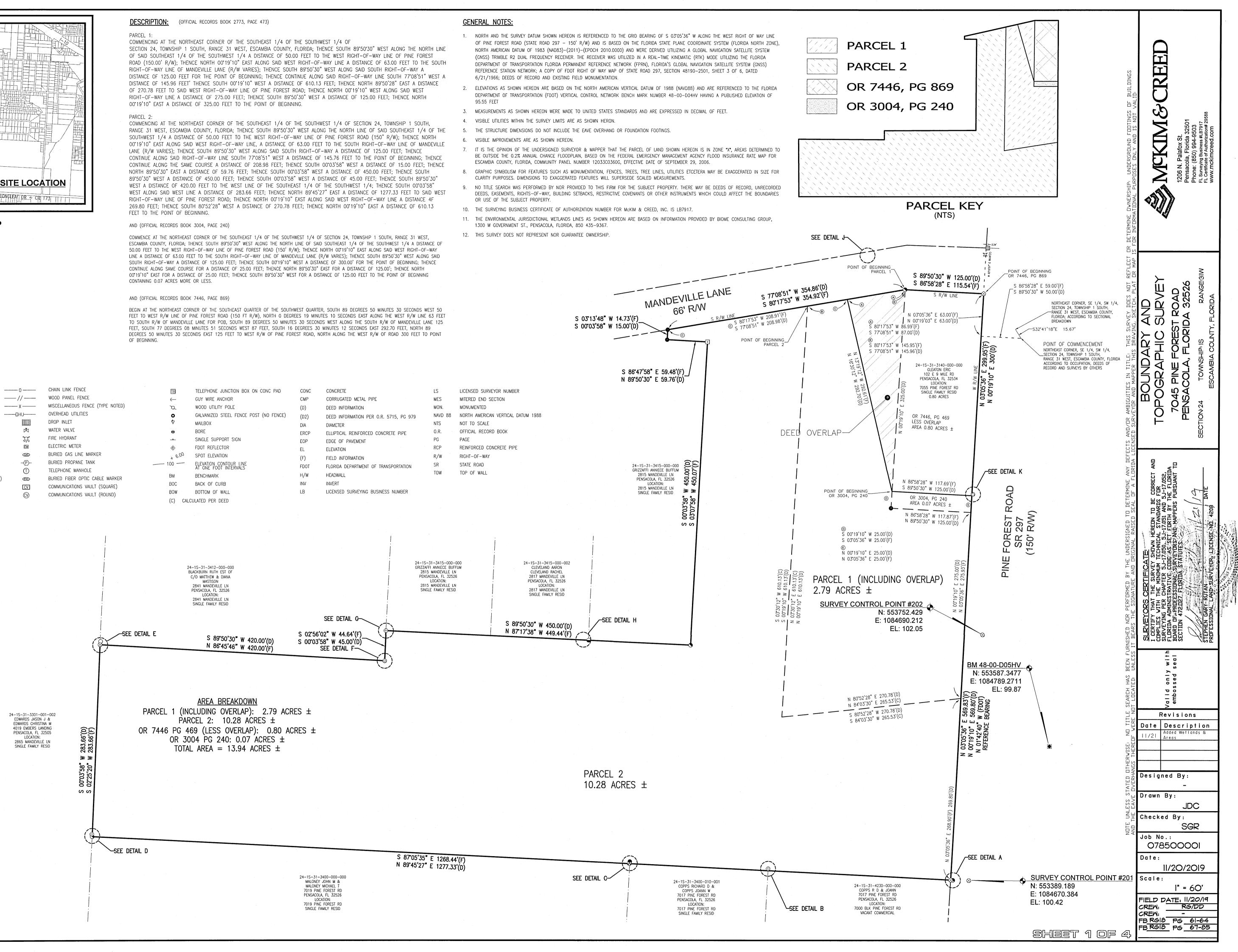
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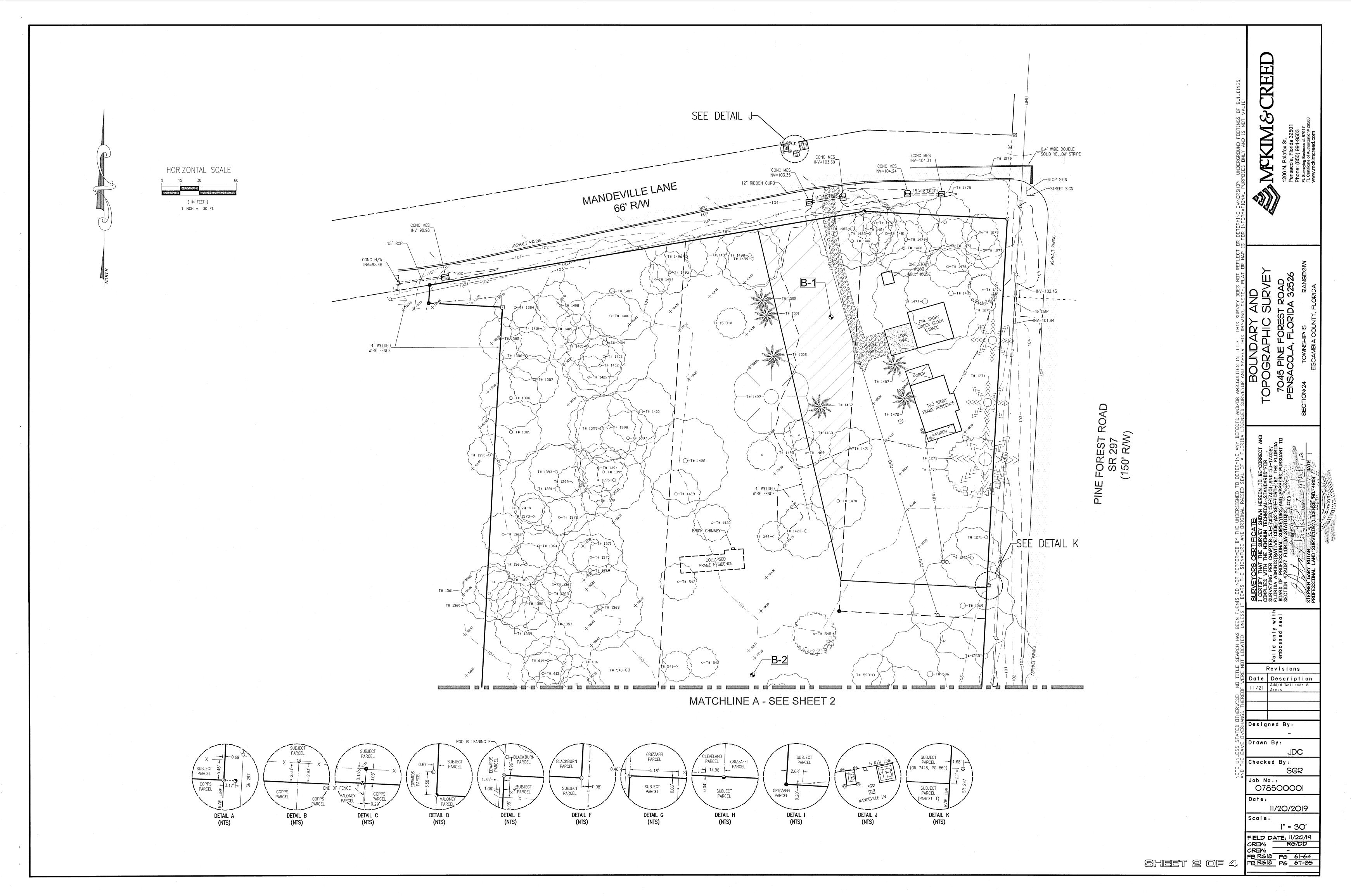


COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89'50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00'19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89 50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE SOUTH 00'19'10" WEST A DISTANCE OF 300.00' FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 89'50'30" EAST FOR A DISTANCE OF 125.00'; THENCE NORTH 00'19'10" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 89'50'30" WEST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.



CYPRES ELN MAGNOLI OAł ₩ PALM

TREE LEGEND



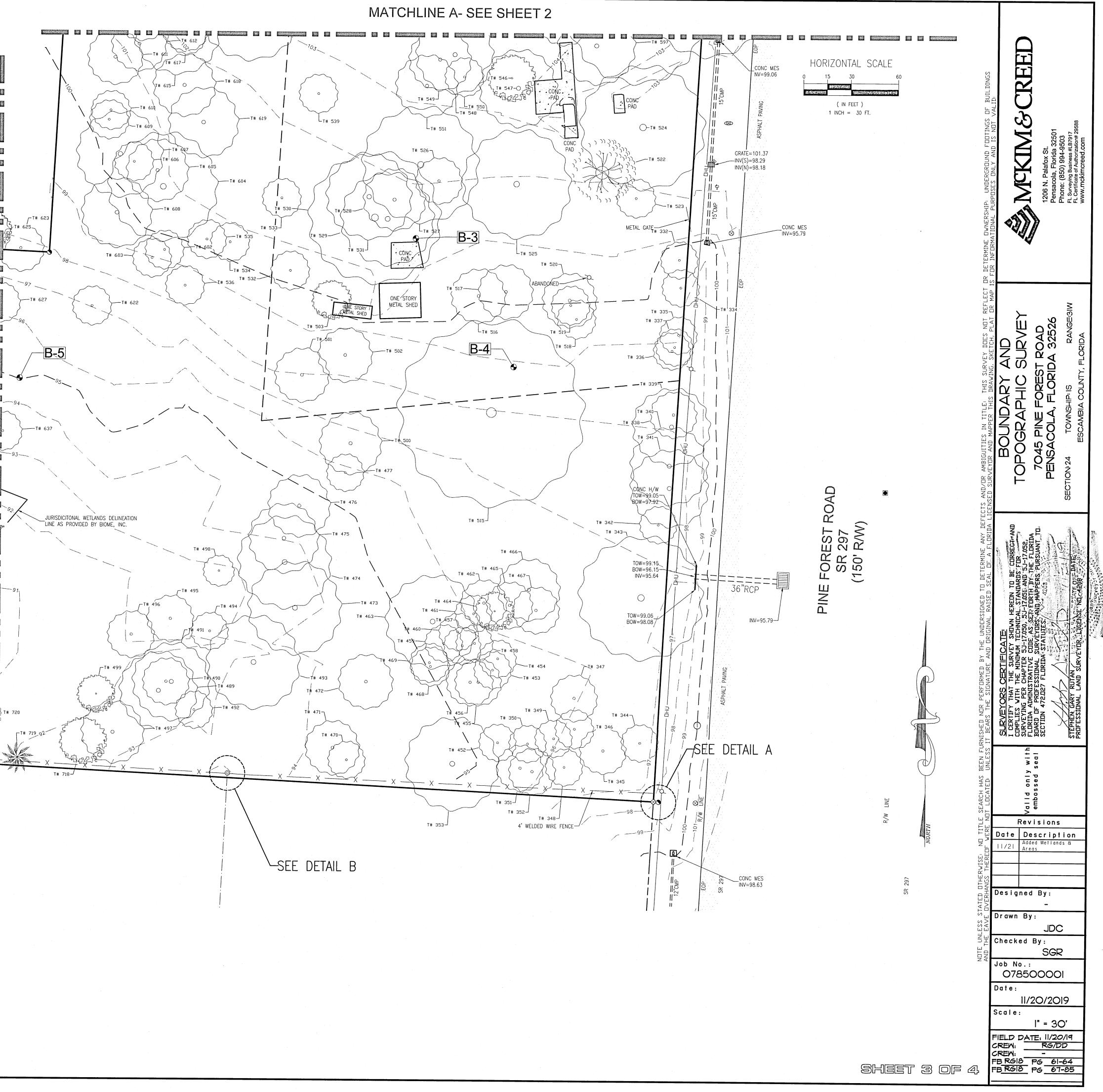
TREE #	1		
332	OAK	24'	DIAMETER
334	OAK	24'	12"
335	OAK	24'	12"
336	OAK	24'	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340 341	OAK OAK	50' 50'	36"
342	OAK	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK OAK	24'	15"
349	OAK	24	12"
350	OAK	24'	12"
351	ОАК	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	OAK	24'	12"
453 454	OAK OAK	24' 24'	12"
454	OAK	30'	12"
456	OAK	30'	18"
457	ΟΑΚ	24'	15"
458	OAK	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK OAK	24' 30'	15" 20"
462	OAK	60'	32"
464	MAGNOLIA	25'	15"
465	OAK	30'	18"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469 470	OAK OAK	25' 24'	12"
470	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK OAK	40' 24'	24" 12"
477 489	OAK OAK	24 [°] 50'	20"
490	OAK	30'	20"
491	OAK	50'	24"
492	OAK	24'	12"
493	OAK	60'	42"
494	OAK	24'	12"
495 496	OAK OAK	30' 30'	18"
496	0AK 	30' 40'	22"
497	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"~15"~18" SPLIT
501	OAK	35"	15"~18" SPLIT
502	OAK	35"	22"
503		25'	15"
515 516	OAK OAK	120' 35'	84"
517	OAK	35"	22"
518	OAK	25'	15"
519	OAK	25'	12"
520	OAK	35"	23"
522	ELM	40'	23"
523	OAK	25'	15"
524 525	OAK	80' 70'	52" 48"
525 526	OAK	70' 30'	48" 15"
527	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
17	OAK	55'	34"
531	OAK	25'	12"
532	0.14	0.51	15"
532 533	OAK OAK	25'	15"
532 533 534	OAK	25' 25' 25'	15"
532 533 534 535		25' 25'	
532 533 534 535 536	OAK OAK	25' 25' 25'	15"

	1	SCHEDULE	
TREE #		CANOPY	
542 543	OAK	25'	12"
544	OAK	25'	20"
545	MAGNOLIA		20"
546	MAGNOLIA		18"
547	OAK	50'	30"
548	OAK	50'	30"
549	OAK	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35"	20"
602	OAK	25'	15"
603	OAK	25'	12"
604		70'	44"
605	OAK	40'	28"
606 607	OAK	25' 55'	18"
608	OAK	45'	28"
609		25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	OAK	30'	18"
617	OAK	25'	18"
618	ОАК	40'	23"
619	OAK	45'	26"
622	ОАК	25'	15"
623	OAK	30'	18"
624	ΟΑΚ	35'	22"
625	MAGNOLIA	20'	14"
627	ΟΑΚ	25'	15"
636	OAK	25'	18"
637	OAK	25'	18"
679	OAK	30'	18"
683	OAK	25'	15"
684 685		25'	15"
686	OAK	20' 20'	12" 12"
688	MAGNOLIA	20'	12"
689	OAK	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697	OAK	25'	15"
698	OAK	30'	18"
699	OAK	30'	15"
702	OAK	25'	15"
703	BAY	25'	18"
704	BAY	25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY BAY	25'	18"
716	DAK	25'	18"
717	OAK MAGNOLIA	25' 30'	18" 18"
718	PALM	20'	18"
719	MAGNOLIA	30'	18 15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729	OAK	30'	15"
730	BAY	25'	15"
731	OAK	20'	15"
732	OAK	30'	24"
738	BAY	20'	12"
739	BAY	25'	18"
740	BAY	25'	15"
741	BAY	40'	25"
743	BAY	40'	22"
744	ОАК	30'	18"
745	OAK	30'	18"
	OAK	25'	15"
746			
746 747	BAY	25'	15"
	BAY BAY	25' 20'	15" 12"

	TREE	SCHEDULI	
TREE #	-		
751	OAK	20'	12"
767	OAK	30'	20"
768	ΟΑΚ	40'	26"
770	ОАК	25'	15"
771	OAK	25'	15"
772	OAK	20'	12"
773	OAK	25'	15"
774	OAK	25'	18"
775		25' 20'	18"
777	OAK	20'	12"
778	OAK	30'	20"
779	ОАК	30'	20"
782	OAK	25'	18"
783	OAK	25'	18"
784	ΟΑΚ	25'	15"
785	ΟΑΚ	25'	15"
786	OAK	25'	15"
809	OAK	25'	15"
811	BAY	20'	15"
812	BAY	20'	15"
813	OAK	20'	15"
814 815	OAK BAY	20' 30'	20"
826	MAGNOLIA	25'	15"
838	OAK	25'	15"
840	OAK	50'	30"
841	OAK	50'	30"
842	ОАК	50'	30"
844	ОАК	25'	12"
845	OAK	25'	15"
846	OAK	35'	20"
847	OAK	25'	16"
848	OAK	25'	15"
849	OAK	30'	22"
850	OAK	30'	22"
852	OAK	25'	15"
853 856	MAGNOLIA	25'	15"
857	OAK OAK	25'	26" 15"
858	OAK	25'	18"
860	OAK	20'	12"
861	OAK	25'	15"
862	OAK	25'	15"
863	OAK	25'	12"
864	OAK	25'	15"
865	OAK	25'	12"
866	ΟΑΚ	25'	12"
867	OAK	25'	12"
869	OAK	25'	12"
870	OAK	50'	32"
871	OAK	25'	15"
872 873	OAK OAK	25' 25'	15" 15"
874	OAK	25'	15"
875	OAK	30'	18"
876	OAK	20'	12"
878	OAK	30'	20"
879	OAK	25'	12"
880	OAK	30'	18"
902	OAK	20'	12"
903	OAK	20'	12"
904	OAK	25'	15"
905	OAK	25'	15"
906	OAK	25'	15"
907	OAK	25'	12"
908	OAK	25'	12"
909 910	OAK	35'	20"
910 911	OAK OAK	30' 30'	18"
911	OAK	25'	15"
912	OAK	20'	15
915	OAK	20'	12"
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	TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER	
943	ΟΑΚ	30'	18"	
944	OAK	70'	44"	
945	OAK	40'	20"	
946	OAK	40'	20"	
947	OAK	30'	15"	
948	OAK	30'	15"	
949	MAGNOLIA	25'	12"~12" SPLIT	
950	ΟΑΚ	30'	15"	
971	MAGNOLIA	35'	18"~12" SPLIT	
972	MAGNOLIA	25'	12"	
973	MAGNOLIA	25'	12"	
974	MAGNOLIA	25'	15"	
975	MAGNOLIA	35'	18"~18" SPLIT	
976	OAK	35'	18"~15" SPLIT	
977	OAK	35'	18"~15" SPLIT	
1268	OAK	80'	60"	
1269	OAK	85'	64"	
1270	OAK	50'	30"	
1271	OAK	50'	32"	
1272	MAGNOLIA	50'	15"~20" SPLIT	
1273	CYPRESS	55'	12"~20" SPLIT	
1274	CYPRESS	35'	22"	
1275	CYPRESS	35'	22"	
1276	MAGNOLIA	25'	12"	
1277	OAK	30'	18"	
1278	OAK	30'	18"	
1070	OAK	70	50"	

	TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER	
1357	OAK	50'	28"	
1358	OAK	45'	32"	
1359	OAK	40'	22"	
1360	OAK	40'	22"	
1361	OAK	45'	30"	
1362	OAK	30'	18"	
1363	OAK	35'	28"	
1364	ОАК	35'	28"	
1365	OAK	35'	23"	
1366	OAK	35'	22"	
1367	OAK	30'	18"	
1368	OAK	70'	48"	
1369	OAK	60'	20"~20" SPLIT	
1370	OAK	30'	18"	
1371	OAK	50'	30"	
1372	OAK	30'	18"	
1373	OAK	30'	18"	
1374	OAK	25'	12"	
1375	ΟΑΚ	25'	15"	
1384	ΟΑΚ	35'	20"	
1385	OAK	35'	20"	
1386	ΟΑΚ	40'	26"	
1387	OAK	40'	22"	
1388	ОАК	50'	30"	
1389	OAK	50'	30"	
1390	ОАК	35'	16"	
4204	0.414	751	E 48	

	TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER	
1392	OAK	25'	12"	
1393	OAK	45'	24"	
1394	OAK	40'	20"	
1395	OAK	40'	22"	
1396	OAK	50'	28"	
1397	OAK	45'	22"	
1398	OAK	55'	33"	
1399	OAK	55'	30"	
1400	ОАК	55'	30"	
1401	OAK	35'	20"	
1402	OAK	35'	20"	
1403	OAK	35'	22"	
1404	OAK	85'	50"	
1405	OAK	35'	20"	
1406	OAK	35'	20"	
1407	OAK	85'	68"	
1408	OAK	40'	20"	
1409	OAK	25'	12"	
1410	OAK	55'	30"	
1423	OAK	45'	28"	
1425	ОАК	25'	15"	
1427	PECAN	60'	30"	
1428	OAK	70'	52"	
1429	OAK	40'	20"	
1430	OAK	30'	18"	
1467	PALM	20'	15"	
1468	ΟΑΚ	25'	15"	

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TREE #	SPE
1469	OAK
1470	ΟΑΚ
1471	OAK
1472	PALN
1474	OAK
1475	OAK
1476	ΟΑΚ
1477	OAK
1478	OAK
1479	OAK
1480	OAK
1481	OAK
1482	OAK
1483	OAK
1484	OAK
1485	OAK
1486	OAK
1487	PAL
1494	OAK
1495	OAK
1496	ΟΑΚ
1497	ΟΑΚ
1498	OAK
1499	ΟΑΚ
1500	PAL
1501	PALM
1502	PALM

_T# 943

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6' WOOD BOARD FENCE-

T# 937-----

