

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
August 26, 2020–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.
4. Proof of Publication and waive the reading of the legal advertisement.
5. Approval of Resume Minutes.
- A. Approval of Resume Meeting Minutes from the July 22, 2020 Board of Adjustment Meeting.
6. **Consideration of the following cases:**
 1. **Case No.:V-2020-01**

Address: 9600 University Parkway
Request: The applicant is seeking a variance to increase the number of parking spaces
Requested by: Brian Walker, Agent for Jesta Towers, Inc., Owner
 2. **Case No.:V-2020-02**

Address: 178 E Nine Mile Rd
Request: Variance to west side/ left side yard setback of property from 10 feet to 4.5 feet
Requested by: Paul Salter/ Salter Company, Agent for Clarence B Jr & Deborah A. Gulsby

3. **Case No.:CU-2020-06**

Address: 305 W Kingsfield Rd.

Request: Conditional Use request to allow medium scale retail sales in LDMU zoning

Requested by: Allara Mills Gutcher, AICP, Agent for Brown Project-297A

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, September 16, 2020 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

Board of Adjustment

5. A.

Meeting Date: 08/26/2020

Attachments

Draft July 22, 2020 Board of Adjustment Meeting Minutes

DRAFT

RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD July 22, 2020

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:30 A.M. – 2:07 P.M.)

Present: Auby Smith
Marty Schack
Judy Gund
Jennifer Rigby
Michael Godwin
Basil Kuloba

Absent: Willie Kirkland, Jr.

Staff Present: Andrew Holmer, Division Manager, Planning & Zoning
Horace Jones, Director, Development Services
Kayla Meador, Administrative Supervisor
Kristin Hual, Assistant County Attorney

REGULAR BOA AGENDA

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

Motion by Board Member Judy Gund, Seconded by Board Member Michael Godwin

Motion was made to accept the July 22, 2020, BOA meeting packet.
Vote: 6 - 0 Approved
4. Proof of Publication and waive the reading of the legal advertisement.

Motion by Board Member Judy Gund, Seconded by Board Member Michael Godwin

The Clerk provided proof of publication and motion was made to accept.
Vote: 6 - 0 Approved
5. Approval of Resume Minutes.
- A. Approval of Resume Meeting Minutes from the June 17, 2020, Board of Adjustment Meeting.

Motion by Board Member Judy Gund, Seconded by Board Member Basil Kuloba

Motion was made to approve the June 17, 2020 BOA Resume Meeting minutes.
Vote: 6 - 0 Approved
6. **Consideration of the following cases:**
 - A. **CASE NO.: AP-2020-01**
ADDRESS: 16477 Perdido Key Drive
REQUESTED APPEAL: The Applicant is requesting an appeal of the Development Review Committee's (DRC) approval of project # 2001116PSP, Perdido Key Beach Access #4 Improvements.
REQUESTED BY: William J. Dunaway, Agent for Seafarer Condominium Association

Motion by Board Member Michael Godwin, Seconded by Board Member Marty Schack

Motion was made to accept exhibit A into evidence.

Vote: 6 - 0 Approved

Motion by Board Member Michael Godwin, Seconded by Board Member Judy Gund Motion was made to accept exhibit B into evidence.

Vote: 6 - 0 Approved

Motion by Board Member Michael Godwin, Seconded by Board Member Judy Gund Motion was made to accept exhibit C into evidence.

Vote: 6 - 0 Approved

Motion by Board Member Marty Schack, Seconded by Board Member Judy Gund Motion was made to accept exhibit D into evidence.

Vote: 5 - 0 Approved

Motion by Board Member Michael Godwin, Seconded by Board Member Marty Schack Motion was made to accept exhibit E into evidence.

Vote: 5 - 0 Approved

Motion by Board Member Judy Gund, Seconded by Board Member Jennifer Rigby Motion was made to accept exhibit F into evidence.

Vote: 5 - 0 Approved

Motion by Board Member Michael Godwin, Seconded by Board Member Judy Gund Motion was made to accept exhibit G into evidence.

Vote: 5 - 0 Approved

Motion by Board Member Michael Godwin, Seconded by Board Member Judy Gund Motion was made to accept exhibit H into evidence.

Vote: 5 - 0 Approved

Motion by Board Member Marty Schack, Seconded by Board Member Jennifer Rigby

Motion was made to deny the appeal.

Vote: 4 - 1 Approved

Voted No: Board Member Auby Smith

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, August 26, 2020, at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

Board of Adjustment

6. 1.

Meeting Date: 08/26/2020
CASE: V-2020-01
APPLICANT: Brian Walker, Agent for Jesta Towers, Inc., Owner
ADDRESS: 9600 University Parkway
PROPERTY REFERENCE NO.: 05-1S-30-0509-000-010
ZONING DISTRICT: Com
FUTURE LAND USE: MU-U

SUBMISSION DATA:

REQUESTED VARIANCE:

The applicant is seeking a variance to increase the number of parking spaces. The applicant seeks to increase the total number of allowable parking spaces to 131 which will result in a 32% increase in the parking required for this proposed use. Per the Land Development Code (LDC), the required amount of parking for the proposed 66-unit multifamily development stories is 99 parking spaces. The LDC requires 1.5 spaces per unit for multifamily uses.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 5-6.3 Parking Demand and DSM 3-1.2(d)

Multi-family dwelling, 1.5 per dwelling unit

CRITERIA

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

CRITERION (1)

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

FINDINGS-OF-FACT

Special conditions and circumstances do exist which are peculiar to the land which are not applicable to other lands, structures or buildings in the same zoning district. The parcel is narrow and elongated, reducing the buildable area. The applicant wishes to construct multifamily residential units which will be marketed for housing of university students. The nature of the proposed multifamily development will be an apartment complex with units containing multiple individual bedroom units, resulting in the need for additional parking. The site is unique in that the site appears to abut wetlands to the east and the site itself contains a ditch/hydrological feature. Additional review and permitting

may be required by the county and/or federal and state agencies due to impact to any wetlands or possible hydrologic feature. This project is currently in review with the Development Review Committee.

CRITERION (2)

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

FINDINGS-OF-FACT

Staff found the special circumstance do result from the actions of the applicant as the requested variance is to increase the parking requirements. The current parking requirements of the land development code for multifamily could be met by the proposed development if so desired.

CRITERION (3)

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

FINDINGS-OF-FACT

Granting the variance requested will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district. A grant of relief from the parking requirements of the land development code can be requested through discretionary review of the Board of Adjustment and is available to all.

CRITERION (4)

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

FINDINGS-OF-FACT

The strict application of the parking requirements would not deprive the applicant of the rights commonly enjoyed by other properties. The parking requirements do not create an unnecessary and undue hardship on the applicant and the applicant is not deprived of any rights to develop the land for the proposed use. The proposed use appears to be able to accommodate the proposed buildings and meet the current parking requirements allowed by the land development code.

CRITERION (5)

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

FINDINGS-OF-FACT

The variance is not the minimum variance. The parking requirements of the land development code for multifamily dwellings could be met as the number of parking spaces that would be needed for the proposed 66 proposed dwelling units is 99. The

parking variance requested is for 132 parking spaces.

CRITERION (6)

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

FINDING OF FACT:

The granting of the variance appears to be inconsistent with the intent of the land development code parking requirements for multifamily dwellings. However, this variance does not appear to be injurious to the area or otherwise detrimental to the public welfare.

STAFF RECOMMENDATION:

Staff recommends denial of the variance as the request is not supported by the parking requirements listed in the land development code for multifamily dwellings.

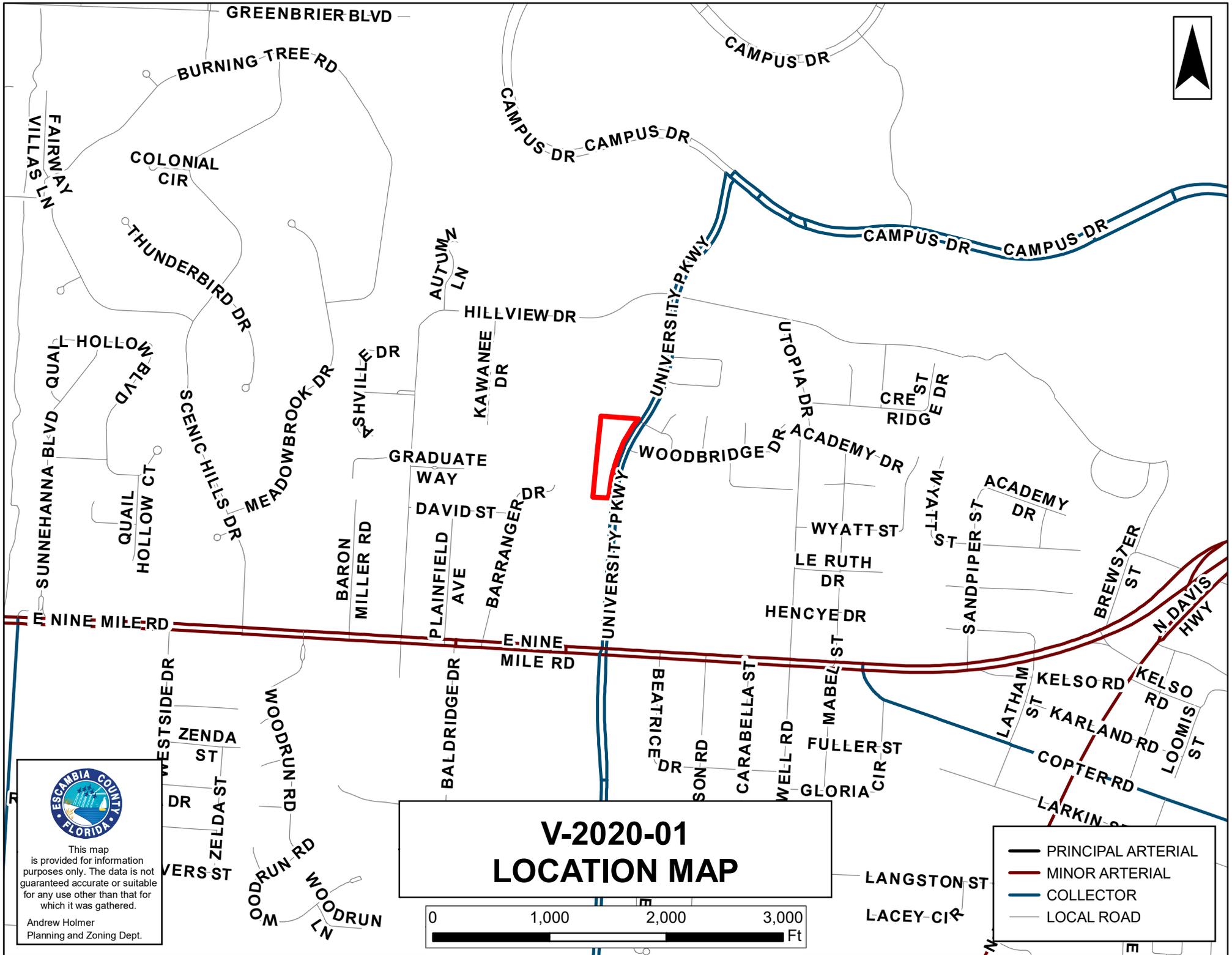
BOA DECISION

BOARD OF ADJUSTMENT FINDINGS:

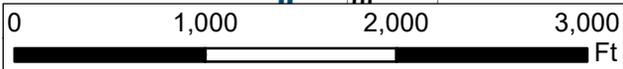
Attachments

Working Case File

V-2020-01



V-2020-01 LOCATION MAP

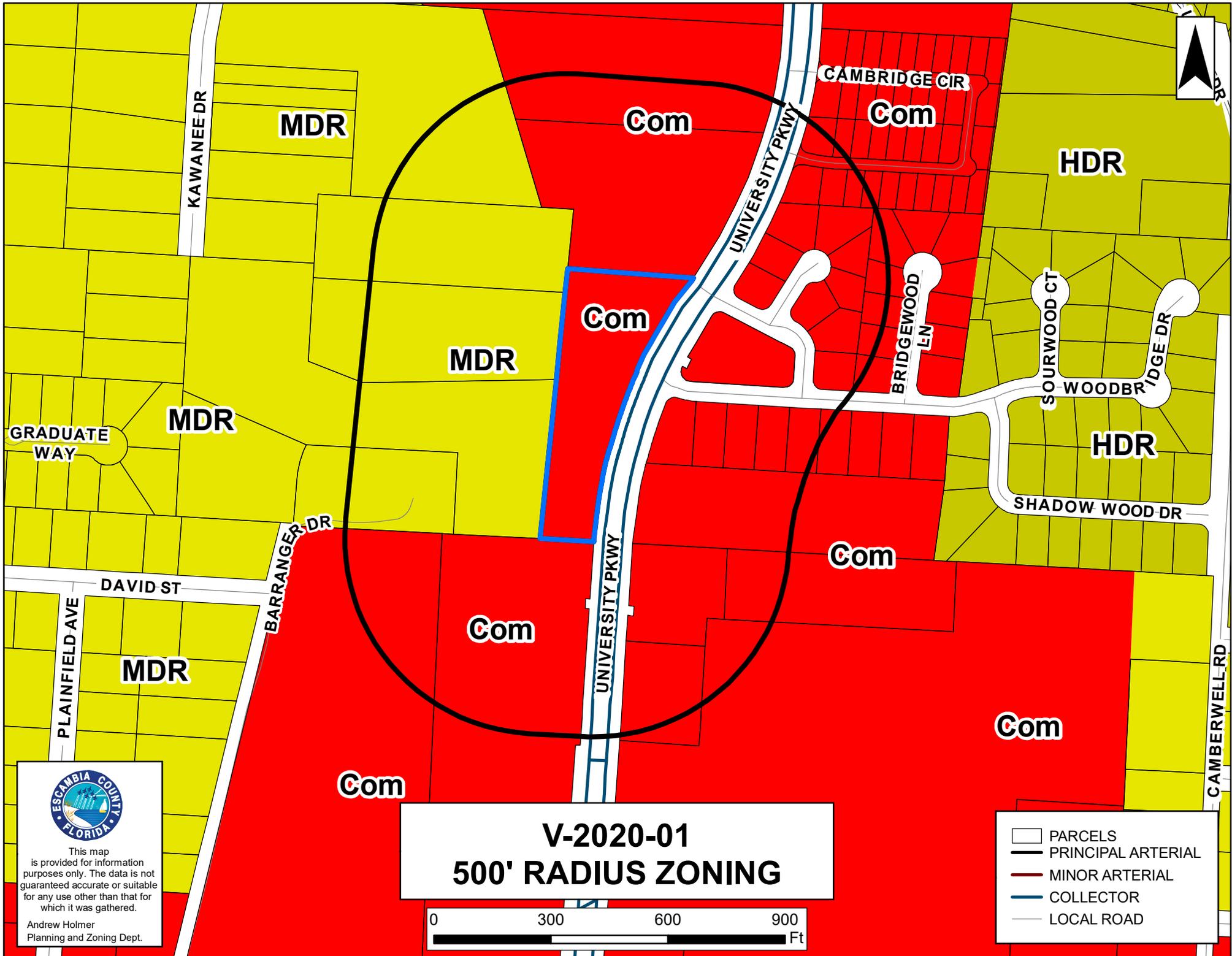


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer
Planning and Zoning Dept.



MDR

Com

Com

HDR

MDR

Com

MDR

HDR

GRADUATE WAY

DAVID ST

Com

SHADOW WOOD DR

PLAINFIELD AVE

MDR

BARRANGER DR

UNIVERSITY PKWY

Com

Com

CAMBERWELL DR

CAMBRIDGE CIR

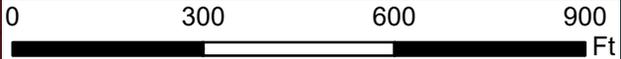
BRIDGEWOOD LN

SOURWOOD CT

EDGE DR

Com

V-2020-01
500' RADIUS ZONING

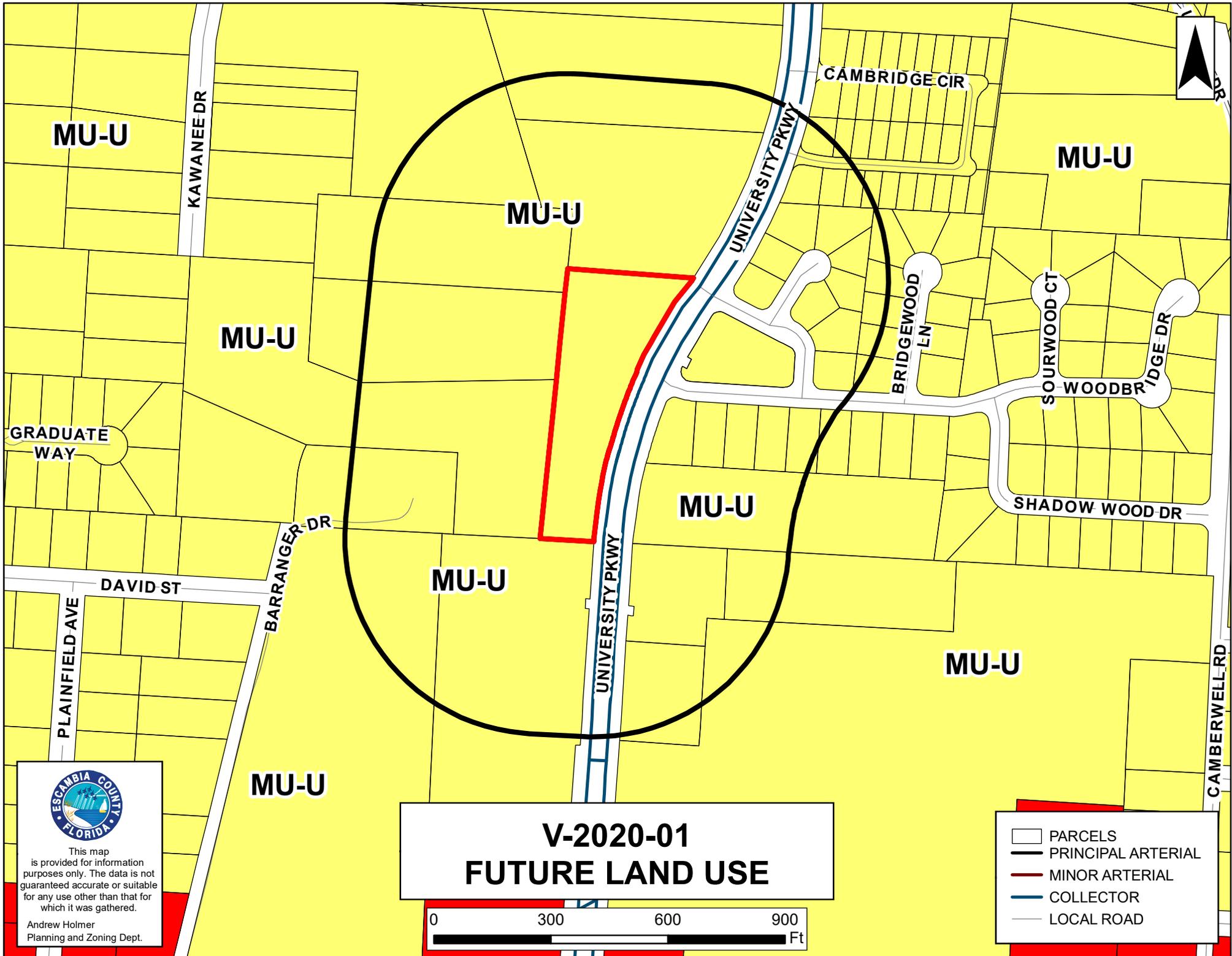


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Andrew Holmer
Planning and Zoning Dept.



MU-U

MU-U

MU-U

MU-U

GRADUATE WAY

MU-U

MU-U

MU-U

MU-U

**V-2020-01
FUTURE LAND USE**

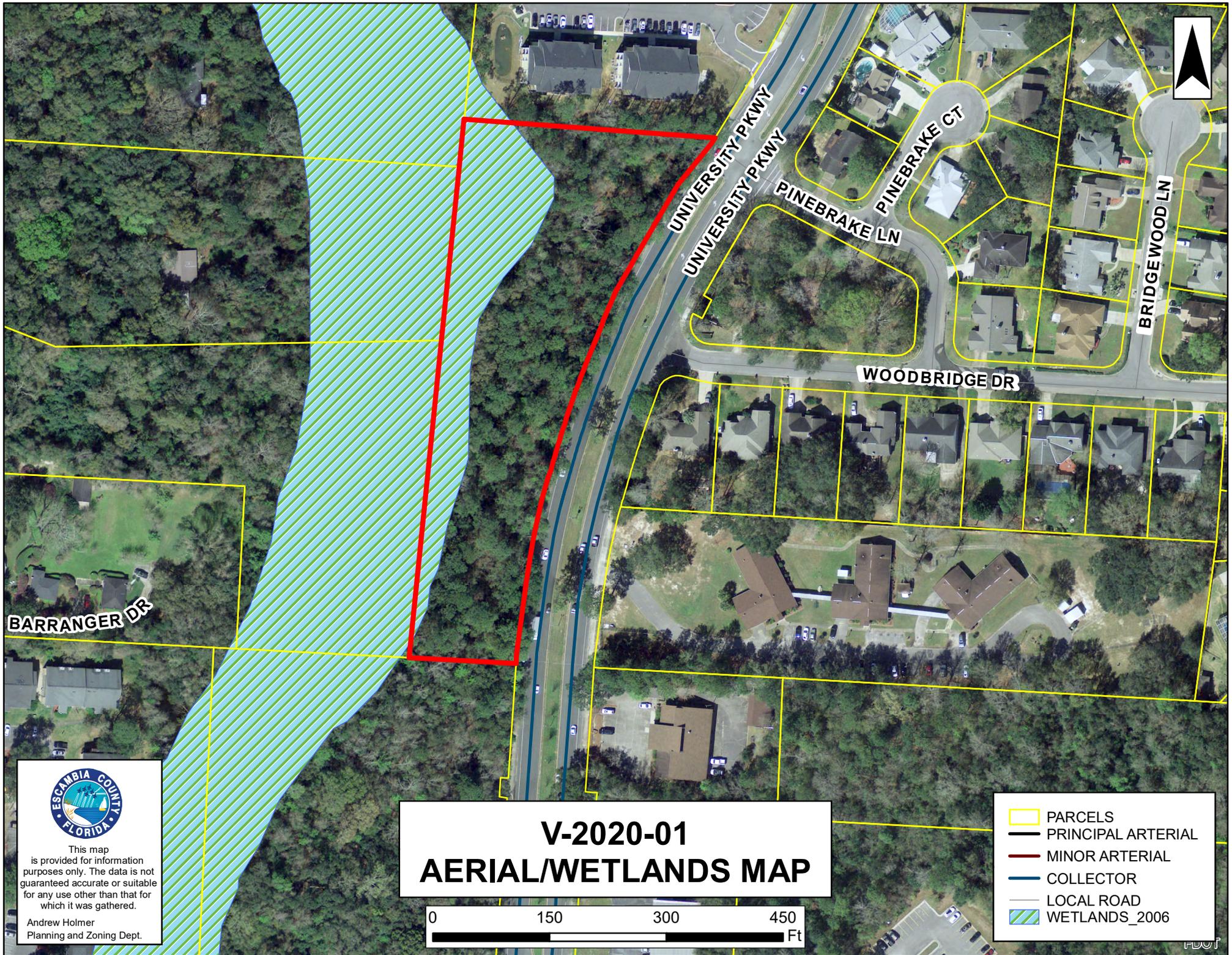


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Andrew Holmer
Planning and Zoning Dept.



BARRANGER DR

UNIVERSITY PKWY

PINEBRAKE LN

PINEBRAKE CT

BRIDGEWOOD LN

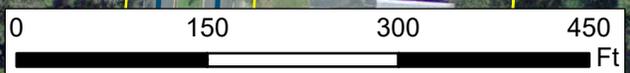
WOODBIDGE DR



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Andrew Holmer
Planning and Zoning Dept.

V-2020-01 AERIAL/WETLANDS MAP



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS_2006



**NOTICE OF
PUBLIC HEARING
BOARD OF ADJUSTMENT**

TYPE OF REQUEST: VARIANCE

CASE NO.: V-2020-01

DATE: 08/26/20 **TIME:** 08:30 A.M.

LOCATION OF HEARING

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

**FOR MORE INFORMATION CALL:
DEVELOPMENT SERVICES 595-3475 OR VISIT
WWW.MYESCAMBIA.COM**

Public Hearing Sign

PROPERTY OF ESCAMBIA COUNTY

NOTICE OF
PUBLIC HEARING
BOARD OF ADJUSTMENT

TYPE OF REQUEST: **REZONING**

CASE NO.: **2023-0001**

DATE: **10/10/2023** TIME: **10:00 AM**

LOCATION OF HEARING
SACRAMENTO COUNTY CENTRAL OFFICE COMPLEX
3000 HOUSTON PARK PLACE
SACRAMENTO, CALIFORNIA 95834

FOR MORE INFORMATION CALL:
SACRAMENTO COUNTY SERVICES 916.445.0000 OR VISIT
WWW.APZCSACRAMENTO.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF SACRAMENTO COUNTY

Looking North along University Pkwy



Looking northeast from site



Looking southeast from site



Looking south along University Pkwy

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

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

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

Board of Adjustment Application

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

Conditional Use Request for: _____

Variance Request for: PARKING REQUIREMENTS

1. Contact Information:

A. Property Owner/Applicant: SPECTRA STUDENTS HOUSING - JUSTIN FARRIS

Mailing Address: 350 MASSACHUSETTS AVE, SUITE 34, INDIANAPOLIS, IN 46204

Business Phone: 317-213-2630 Cell: _____

Email: JFARRIS@SPECTRASTUDENTLIVING.COM

B. Authorized Agent (if applicable): McKIM + CREED - BRIAN WALKER

Mailing Address: 1206 N. PALAFOX ST, PENSACOLA, FL 32501

Business Phone: 850-994-9503 Cell: _____

Email: BWALKER@MCKIMCREED.COM

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

2. Property Information:

A. Existing Street Address: 9600 UNIVERSITY PKWY, PENSACOLA, FL

Parcel ID (s): 05-15-30-0509-000-010

B. Total acreage of the subject property: 3.34 AC

C. Existing Zoning: COMMERCIAL

FLU Category: MA-U

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

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

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

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

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

Development is a multi-family residential (MFR) facility marketed specifically to college students attending UWF. Each unit will be rented independently per bedroom. As such, a four (4) BR unit will ~~have~~ be rented to four (4) individuals, each with own independent rental agreement. It is anticipated each unit will have an occupant with a vehicle (4 BR unit = 4 vehicles). While the ratio of bedrooms to parking spaces is not 1:1, it is anticipated this development will require more parking than that which is required by the county's LOC.

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

N/A

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

No. No special privileges will be granted to the applicant upon approval of this variance request.

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

Yes. Due to the nature of this development, access to parking will be a major hinderance if the variance is not approved.

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

Yes.

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

Yes. Granting this variance will not be detrimental to the public welfare.

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

yes

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

yes

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

yes

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

yes

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

yes.

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

yes.

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

yes.

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

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

As owner of the property located at 9600 UNIVERSITY PKWY, PENSACOLA, Florida, property reference number(s) 05-15-30-0509-000-010 I hereby designate W. BRIAN WALKER for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this 11 day of JUNE the year of, 2020, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: W. BRIAN WALKER
Email: BWALKER @ MCKIMCREED.COM

Address: 1206 PALAFOX ST., PENSACOLA, FL 32502 Phone: 850-994-9503

[Signature]
Signature of Property Owner

Justin Ferris 6/11/20
Printed Name of Property Owner Date

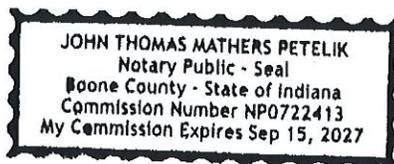
STATE OF INDIANA COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 11th day of June 2020, by means of physical presence or online notarization Justin Ferris Type of Identification Produced: STATE ID

[Signature]
Signature of Notary

John Petelik
Printed Name of Notary

(Notary Seal)



5. Submittal Requirements

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

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

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

By my signature, I hereby certify that:

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

[Signature]
Signature of Owner/Agent

Justin Farris
Printed Name of Owner/Agent

STATE OF INDIANA COUNTY OF MARRION

The foregoing instrument was acknowledged before me this 11 day of June 2020 by means of physical presence or online notarization JUSTIN FARRIS Type of

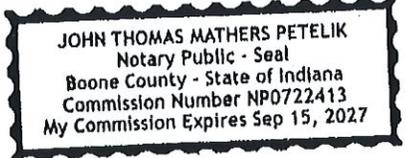
Identification Produced: STATE ID

[Signature]

John PETELIK

Signature of Notary
(Notary Seal)

Printed Name of Notary



Vacant Land Contract

- 1* **1. Sale and Purchase:** Jesta Towers, Inc. ("Seller")
 2* and Spectra Acquisitions, LLC ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: Parcel of land located on University Parkway
 6* Legal Description: The legal description will be provided by the title company and/or surveyor.
 7 _____
 8 _____
 9 _____
 10 _____
 11* SEC 53 /TWP 1S /RNG 30W of Escambia County, Florida. Real Property ID No.: 05-1S-30-0509-000-010
 12* including all improvements existing on the Property and the following additional property: _____
 13 _____
- 14* **2. Purchase Price:** (U.S. currency) \$ 1,100,000
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: First American Title Insurance Company
 17* Escrow Agent's Contact Person: Monica Chavez
 18* Escrow Agent's Address: 2353 Jenks Avenue Panama City FL 3245
 19* Escrow Agent's Phone: (317) 616-2213
 20* Escrow Agent's Email: mochavez@firstam.com
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within 5 business days (3 days if left blank)
 24* after Effective Date \$ 50,000
- 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____
- 28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ _____
 29* (d) Other: _____ \$ _____
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds \$ _____
- 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36* accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before February 14, 2020, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer**
 42 **has signed or initialed and delivered this offer or the final counter offer.**
- 43* **4. Closing Date:** This transaction will close on (See Addendum) ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. ~~The Closing Date will prevail over all other time periods including,~~
 45 ~~but not limited to, Financing and Feasibility Study periods.~~ However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

51 **5. Financing: (Check as applicable)**

52* (a) **Buyer** will pay cash for the Property with no financing contingency.

53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
59* returned.

60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
61* or _____ % of the purchase price at **(Check one)** a fixed rate not exceeding _____ % an
62* adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate
63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
65* disclose all such information to **Seller** and Broker.

66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
67* **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as
68* follows: _____
69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
77* **Seller** will make the loan.

78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
79* _____
80* L/N# _____ in the approximate amount of \$ _____ currently payable at
81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
82* fixed other (describe) _____
83* interest rate of _____ % which will will not escalate upon assumption. Any variance in the
84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or
86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89* 6. **Assignability: (Check one)** **Buyer** may ^{*to an affiliate} assign and thereby be released from any further liability under this
90* contract,* may assign but not be released from liability under this contract, or may not assign this contract.

*after closing. Buyer Seller: KS

91* 7. **Title:** **Seller** has the legal capacity to convey and will convey marketable title to the Property by statutory warranty
92* deed special warranty deed other (specify) _____, free of liens, easements,
93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95* other matters to which title will be subject) No other matters
96* provided there exists at closing no violation of the foregoing.

97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99* **Seller** will deliver to **Buyer**, at

100* **(Check one)** **Seller's** **Buyer's** expense and

101* **(Check one)** within 10 days after Effective Date at least _____ days before Closing Date,

102* **(Check one)**

103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
107* **Buyer** within 15 days after Effective Date.

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

115* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 15 days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118* **Seller** cures the defects within 10 days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
426 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
427 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
129

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

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

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

134* (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 90 days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
155 all reports and other work generated as a result of the Inspections.

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

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

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

167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
169 expired or if Paragraph 8(a)(2) is selected.

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

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

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

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

188 (a) **Seller Costs:**

189 Taxes on deed

190 Recording fees for documents needed to cure title

191 Title evidence (if applicable under Paragraph 7)

192* Other: Transfer taxes; 1/2 of escrow fees charged by the Escrow Agent; search, exam, and abstract fees; Seller's attorneys' fees

193 (b) **Buyer Costs:**

194 Taxes and recording fees on notes and mortgages

195 Recording fees on the deed and financing statements

196 Loan expenses

197 Title evidence (if applicable under Paragraph 7)

198 Lender's title policy at the simultaneous issue rate

199 Inspections

200 Survey

201 Insurance

202* Other: Premium for owner's title policy; endorsements to owner's title policy; Buyer's attorneys' fees; 1/2 of escrow fees.

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

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

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of **Seller**, **Buyer**, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 ~~(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**~~
269 ~~may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting~~
270 ~~from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also~~
271 ~~be liable for the full amount of the brokerage fee.~~

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

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

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

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

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

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

321* (a) _____ (Seller's Broker)
322* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323* (specify): _____

324* (b) _____ (Buyer's Broker)
325* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326* compensation other (specify): _____

327* **21. Additional Terms:** _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____

343 **COUNTER-OFFER/REJECTION**

344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
345 deliver a copy of the acceptance to Seller).
346* Seller rejects Buyer's offer

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

349* **Buyer:**  _____ Date: 2/14/20

350* Print name: Justin Farris, not personally, but solely as the Manager of Spectra Acquisitions, LLC

351* **Buyer:** _____ Date: _____

352* Print name: _____

353 **Buyer's address for purpose of notice:**

354* Address: c/o Spectra Student Living, 350 Massachusetts Avenue, 3rd Floor, Indianapolis, IN 46204, Attn: John Petelik

355* Phone: (317) 891-4905 Fax: N/A Email: jfarris@spectrastudentliving.com

356* **Seller:**  _____ Date: 2-14-2020

357* Print name: Ken E. Staton, not personally, but solely ands President of Jesta Towers, Inc.

358* **Seller:** _____ Date: _____

359* Print name: _____

360 **Seller's address for purpose of notice:**

361* Address: c/o Jesta Towers, Inc., 2172 W. Nine Mile Road, Pensacola - Suite 395, FL 32534

362* Phone: 850-380-0955 Fax: 413-487-7650 Email: kstaton@jestatowers.com

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

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ADDENDUM TO VACANT LAND CONTRACT

This ADDENDUM TO VACANT LAND CONTRACT (this "**Addendum**") is made as of the Effective Date (as defined in the Contract), by and between JESTA TOWERS, INC., a Florida corporation ("**Seller**"), and SPECTRA ACQUISITIONS, LLC, an Indiana limited liability company ("**Buyer**"). Seller and Buyer entered into that certain Vacant Land Contract dated as of the Effective Date (the "**Contract**") and Seller and Buyer have attached this Addendum to the Contract and this Addendum is part of the Contract.

1. Capitalization. All capitalized terms used in this Addendum but not defined herein shall have the meaning assigned to such terms in the Contract.

2. Property. The definition of "**Property**" shall also include: (a) all privileges, easements, appurtenances and hereditaments pertaining to the land within the Property and (b) all of the licenses and permits relating to the Property. If the legal description of the Property is updated or corrected by Buyer's survey of the Property, then the parties will use the legal description contained in Buyer's survey of the Property.

3. Initial Deposit. The Initial Deposit of ~~\$25,000~~ ^{\$50,000} Buyer ^{02/14/20} Seller: KS shall ~~be~~ ^{be} refundable to Buyer before the expiration of the Feasibility Study Period, ~~as may be extended.~~ Buyer: Seller: KS

4. Title Examination. Line 122 of the Contract is amended by adding "or 10 days after the expiration of the Cure Period" after "Seller's inability to cure the defects" and before "to elect whether to terminate." If Buyer terminates the Contract pursuant to the termination right contained in Section 7(b) of the Contract, Escrow Agent shall promptly return the Initial Deposit to Buyer and the parties shall have no further right or obligation under the Contract (except for rights or obligations which expressly survive the termination of the Contract).

5. New Objections. In the event there are any updates or supplements to the survey or the title commitment first issued after the expiration of Buyer's title examination deadline contained in Section 7(b) of the Contract and before the Closing, then Buyer may notify Seller in writing of any objections to defects set forth in such an update or supplement (the "**New Objections**"). Buyer must notify Seller of the New Objections and Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the New Objections. Within 5 days after receipt of Buyer's notice of the New Objections, Seller shall give written notice to Buyer informing Buyer of Seller's election with respect to the New Objections. If Seller elects not to attempt to cure any New Objections, Buyer's sole remedy under the Contract shall be to either: (a) elect to terminate the Contract by written notice to Seller, in which event the Initial Deposit shall be immediately returned to Buyer and the parties shall have no further right or obligation under the Contract (except for rights or obligations which survive the termination of the Contract); or (b) waive the New Objections and continue the transactions contemplated by the Contract. To terminate Contract, Buyer must give written notice to Seller of Buyer's election to terminate not later than 10 days after receipt of written notice from Seller of Seller's election not to attempt to cure any New Objection. If Buyer so notifies Seller of any New Objections, the date for Closing shall be automatically extended as required by the terms of this section, but in no event shall the extension continue beyond the date that is 15 days after the Closing Date set forth in the Contract.

6. Seller Encumbrances. Notwithstanding the foregoing, all Seller Encumbrances (as defined below) must be satisfied by Seller on or before the date of the Closing or, if not so satisfied, shall be satisfied at Closing out of the proceeds otherwise payable to Seller. As used herein, the term "**Seller Encumbrance**" shall mean (a) any mortgage or deed of trust or other monetary lien encumbering the Property, (b) any monetary judgment against Seller and encumbering the Property (e.g. as a matter of law, or by being identified as an exception in the title commitment or any update thereto), (c) any real property taxes and assessments which are delinquent as of the Closing, and (d) any mechanic's, materialmen's or other similar liens.

7. Feasibility Study Period.

a. Extension Options. Notwithstanding anything herein or in the Contract to the contrary, Buyer shall have the right to extend the Feasibility Study Period for 2 additional periods of 30 days each by sending written notice to Seller of Buyer's election before the expiration of Feasibility Study Period (or the

expiration of the first extension of the Feasibility Study Period, as applicable) and depositing in escrow with the Escrow Agent an additional earnest money deposit of \$10,000 for each extension. Each extension deposit, when deposited with Escrow Agent, shall be immediately non-refundable, except for Seller's default, and shall be applicable to the Purchase Price.

b. Clarification of Termination Right. Buyer shall have the right and option to terminate the Contract for any reason or no reason on or before the expiration of the Feasibility Study Period (as may be extended). In order to terminate the Contract, Buyer shall provide written notice to Seller of Buyer's election to terminate the Contract, and Escrow Agent shall promptly return the Initial Deposit to Buyer and the parties shall have no further right or obligation under the Contract (except for rights or obligations which expressly survive the termination of the Contract).

c. Approvals. From and after the Effective Date, Buyer may pursue, seek and/or apply for each and every: (i) rezoning, variance, special exception, conditional use permit, site plan approval, other zoning and/or land use approval from the appropriate governmental authority or authorities, which Buyer may deem necessary or desirable, or which may be required, to permit and provide for Buyer's intended development, construction, ownership, operation, use and/or occupancy of the Property; and (ii) other approval, consent, entitlement, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Buyer may deem necessary or desirable, or which may be required to permit and provide for Buyer's intended development, construction, ownership, operation, use and/or occupancy of the Property, specifically including, but not limited to, each and every curb cut or access permit, utility connection permit or building permit (collectively, the "**Approvals**"). Seller agrees to reasonably cooperate with Buyer's pursuit of the Approvals, but in no event shall Seller be required to expend any money to cooperate. Buyer's obligations under the Contract are contingent upon satisfaction or waiver of Buyer obtaining all of the Approvals. If Buyer does not obtain the Approvals before the Closing, then Buyer may elect to terminate the Contract by written notice to Seller on the date of the Closing, in which event the Initial Deposit shall be immediately returned to Buyer and the parties shall have no further right or obligation under the Contract (except for rights or obligations which expressly survive the termination of the Contract). Buyer shall have the right to unilaterally waive the Buyer Closing Condition by proceeding to Closing.

8. Seller's Representations and Warranties. Seller represents and warrants to Buyer that, as of the Effective Date: (a) Seller has the full right, power and authority to enter into the Contract, to perform under the Contract, and to consummate the transactions contemplated by the Contract and the consummation of the transactions contemplated by the Contract will not violate any other agreement to which Seller is a party; (b) the Contract has been duly authorized, executed and delivered by Seller, creates legal, valid and binding obligations of Seller, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Seller or the Property is bound; (c) no consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of the Contract by Seller; (d) there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings) pending or threatened against Seller or, to Seller's knowledge, the Property; (e) there are no agreements, contracts, leases or other arrangements or understandings of any kind or nature concerning the Property; (f) Seller has not entered into any contract, agreement or option, other than the Contract, granting to any party the right to purchase the Property that remains in effect; (g) Seller has not received any written notice from any municipal, county, state or other governmental authority of any violation of any statutes, codes, ordinances, rules or regulations with respect to the Property; and (h) to Seller's knowledge, no Hazardous Substance (as defined below) has been generated, stored, released, discharged or disposed of, from or on the Property in violation of any Environmental Law (as defined below). "**Hazardous Substances**" shall mean any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized under any Environmental Law. "**Environmental Law**" shall mean any law, ordinance, rule, regulation, order, judgment, injunction or decree relating to pollution or substances or materials which are considered to be hazardous or toxic, including, without

limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, and any state and local environmental law. The representations and warranties made by Seller in this section shall survive the Closing for a period of one year.

9. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that, as of the Effective Date: (a) Buyer has the full right, power and authority to enter into the Contract, to perform under the Contract, and to consummate the transactions contemplated by the Contract and the consummation of the transactions contemplated by the Contract will not violate any other agreement to which Buyer is a party; (b) the Contract has been duly authorized, executed and delivered by Buyer, creates legal, valid and binding obligations of Buyer, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Buyer is bound; and (c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of the Contract by Buyer. The representations and warranties made by Buyer in this section shall survive the Closing for a period of one year.

10. Real Estate Tax Proration. On or before the date of the Closing, Seller shall pay any and all past due taxes, assessments, levies and other charges with respect to the Property and any and all interest or penalties thereon (the "**Impositions**"). Buyer shall receive a credit at Closing against all Impositions accrued in the year before Closing that are due and payable in the year that Closing occurs but not paid at Closing ("**Accrued Impositions**"). Accordingly, Buyer shall be responsible for Accrued Impositions. All Impositions that accrue in the year of Closing but will not be due and payable until the year after Closing shall be prorated through the date of Closing. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax, or such better information as may be available, and this shall be a final settlement. To the extent that the Property is taxed as one parcel with other real estate, Buyer and Seller agree to equitably divide the tax bill for the land in a manner consistent with the ratio of the acreage of the Property as compared to the acreage of the entire tax parcel and for any improvements on the basis of whether those improvements are located on the Property or the balance of the tax parcel.

11. Closing Date. The transaction will close on the date which is 30 days after the expiration of the Feasibility Study Period, as may be extended.

12. Closing Deliveries. At the Closing, Seller shall deliver the following to Buyer: (i) the deed per Section 7 of the Contract, (ii) an a non-foreign person affidavit, and (iii) a seller's affidavit and/or gap indemnity sufficient to permit the title insurance company to delete the so called "standard exceptions" to the Buyer's title policy. Seller and Buyer shall each execute a closing statement drafted by the Escrow Agent or another person reasonably acceptable to both Seller and Buyer and in form and content reasonably acceptable to both Buyer and Seller.

13. Default. Lines 268 to 277 of the Contract are deleted in their entirety and replaced with the following:

a. Seller's Default. In the event that Seller fails to perform any of its obligations under this Contract for any reason other than Buyer's default or the permitted termination of this Contract by Seller or Buyer as expressly provided in this Contract, Buyer shall be entitled, following written notice to Seller and 7 days, during which period Seller may cure the default (except for Seller's obligation to close timely, or to timely deliver the documents required to be delivered by Seller at the Closing, for which there shall be no notice and cure opportunity), to (i) elect to terminate this Contract by written notice to Seller, in which event the Initial Deposit and all other extension deposits and other amounts in escrow shall be immediately returned to Buyer, Seller shall reimburse Buyer for its out-of-pocket expenses incurred in connection with the transactions contemplated by this Contract and the parties shall have no further right or obligation under this Contract (except for rights or obligations which expressly survive the termination of this Contract), (ii) waive the applicable default and continue the transactions contemplated by this Contract, or (iii) enforce specific performance of Seller's obligations; provided, that if Seller shall have taken or omitted to take any

action which shall prohibit Buyer from maintaining an action for specific performance, Buyer shall be entitled to seek damages for Seller's default hereunder.

b. Buyer's Default. In the event that Buyer fails to perform any of its obligations under this Contract for any reason other than Seller's default or the permitted termination of this Contract by either Seller or Buyer as expressly provided in this Contract, Seller shall be entitled, following written notice to Buyer and 7 days, during which period Buyer may cure the default (except for Buyer's obligation to close timely, or to timely deliver the documents required to be delivered by Buyer under this Contract, for which there shall be no notice and cure opportunity), as its sole remedy, to terminate this Contract and receive the Initial Deposit and all extension deposits as liquidated damages for the default of this Contract, it being agreed between the parties to this Contract that the actual damages to Seller in the event of such default are impractical to ascertain and the amount of the Initial Deposit and all extension deposits is a reasonable estimate thereof.

14. Brokers. Each of Buyer and Seller represents and warrants that it has not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Contract other than as specified in Section 18 of the Contract, and each of Buyer and Seller hereby indemnifies, defends and holds harmless the other from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity, whether arising in any underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by such party. The provisions of this Section shall survive the Closing or any earlier termination of the Contract.

15. Notices. On all notices delivered to Buyer, Seller shall provide a copy to Buyer's attorney at the following address: Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282-0200, Attention: Michael Tirman.

16. Full Force and Effect. Except as specifically amended or modified by this Addendum, all terms and conditions contained in the Contract will remain in full force and effect as provided therein. From and after the date hereof, the term "the Contract" or "the Contract" shall be deemed to refer to the Contract, as amended and supplemented by this Addendum. If and to the extent that any of the provisions of this Addendum conflict or are otherwise inconsistent with any provisions of the Contract, the provisions of this Addendum shall prevail.

17. Counterparts. This Addendum may be executed in several counterparts, by separate signature pages, and/or by electronic (i.e. PDF) signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and electronic signatures together shall constitute one and the same Addendum.

IN WITNESS WHEREOF, Buyer and Seller have executed this Addendum to be effective as of the Effective Date.

BUYER:

Spectra Acquisitions, LLC

By: _____


Justin Farris, its Manager

SELLER:

Jesta Towers, Inc.

By: _____


Name: Ken E. Staton

Its: President

LEGEND

- PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- LIMITS OF WORK
- EASEMENT LINE
- SITE ELEMENTS TO REMAIN
- SITE ELEMENTS
- SITE RETAINING WALL
- EXISTING BUILDING TO REMAIN
- ASPHALT-LIGHT DUTY
- CONCRETE PAVEMENT HEAVY DUTY (8" THICK)
- PEDESTRIAN HARDCAPE

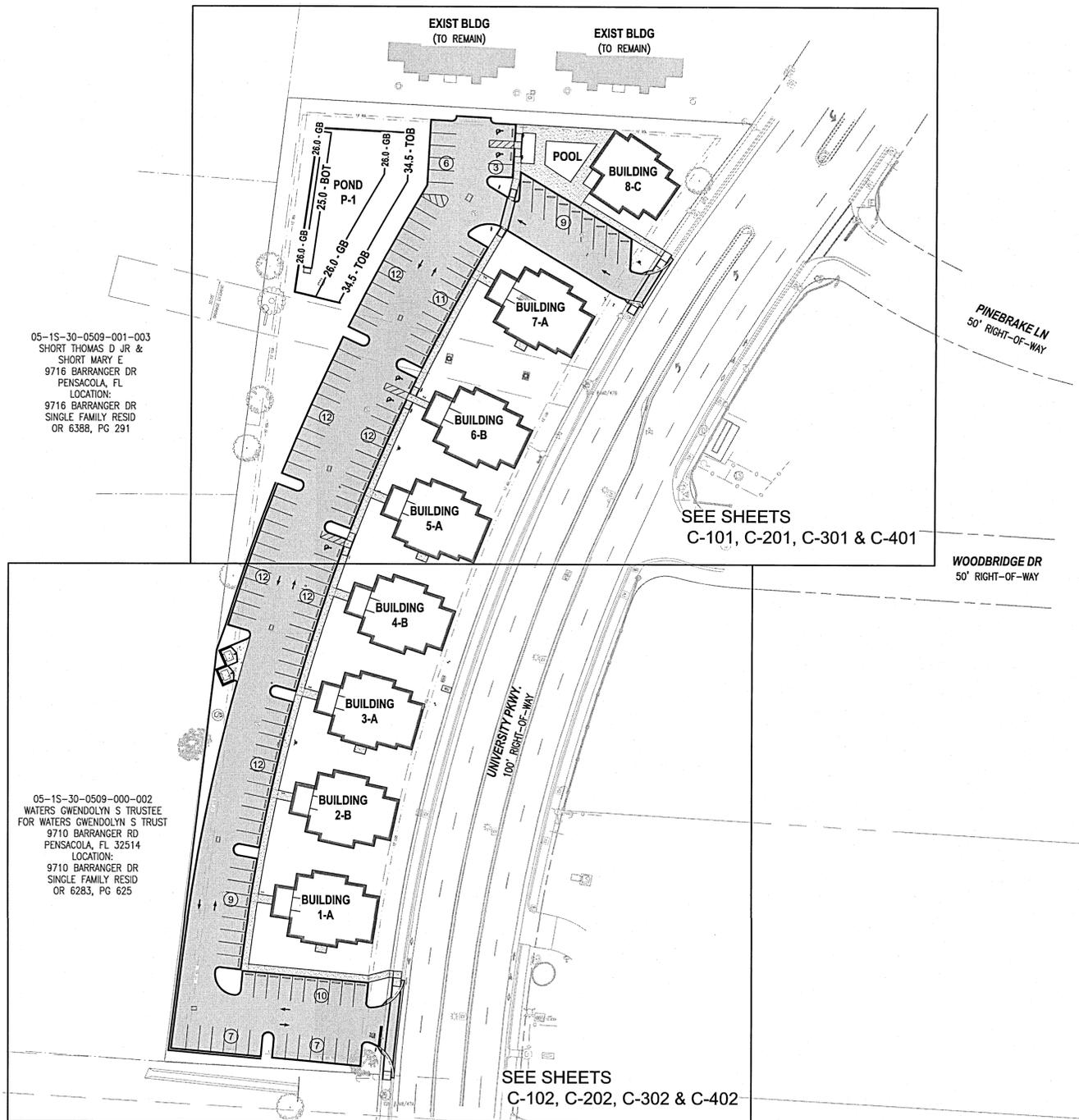
05-15-30-0509-000-003
 SHORT KENNETH J &
 BROWN PATRICIA ANN
 9720 BARRANGER DR
 PENSACOLA, FL 32514
 LOCATION:
 9720 BARRANGER DR
 SINGLE FAMILY RESID
 OR 6388, PG 291

05-15-30-0509-000-005
 PENSACOLA FOUNTAINS III LLC
 2801 SW ARCHER RD
 GAINESVILLE, FL 32608
 LOCATION:
 9851 UNIVERSITY PKWY
 MULTI-FAMILY >=10
 OR 7354, PG 586

05-15-30-0509-001-003
 SHORT THOMAS D JR &
 SHORT MARY E
 9716 BARRANGER DR
 PENSACOLA, FL
 LOCATION:
 9716 BARRANGER DR
 SINGLE FAMILY RESID
 OR 6388, PG 291

05-15-30-0509-000-002
 WATERS GWENDOLYN S TRUSTEE
 FOR WATERS GWENDOLYN S TRUST
 9710 BARRANGER RD
 PENSACOLA, FL 32514
 LOCATION:
 9710 BARRANGER DR
 SINGLE FAMILY RESID
 OR 6283, PG 625

05-15-30-0508-000-002
 GODWIN HOLDINGS LTD
 C/O JEANNE GODWIN
 3109 GRAND AVE
 MIAMI, FL 33133-5103
 LOCATION:
 9401 UNIVERSITY PKWY
 VACANT COMMERCIAL
 OR 4503, PG 1310



SITE DATA TABLE

PROPERTY OWNER: JESTA TOWERS, INC.
DEVELOPER: SPECTRA STUDENT LIVING
PROPERTY LOCATION: 9600 UNIVERSITY PKWY.
PARCEL NUMBER: 05-15-30-0509-000-010
LEGAL DESCRIPTION: (SEE COVER SHEET FOR LEGAL DESCRIPTION)
PARCEL AREA: 3.34 AC

PROPERTY USE
 EXISTING LAND USE: VACANT
 PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL

LANDSCAPE BUFFERS
 TYPE A BUFFER FOR MFR
 FRONT: 12'
 SIDE: 12' (PLUS 2' FOR EACH ADD'L 10' ABOVE 35' BLDG HEIGHT)
 SIDE STREET: N/A
 REAR: 12'

BUILDING SETBACKS [COM]
 FRONT: 15'
 SIDE: 10' (PLUS 2' FOR EACH ADD'L 10' ABOVE 35' BLDG HEIGHT)
 SIDE STREET: N/A
 REAR: 15'
 ABUTTING RES: N/A

BUILDING TYPES

NEW BLDG: _____
 EXIST BLDG: N/A

VEHICULAR PARKING

1.5 SPACES/UNIT FOR MFR (MAY GO OVER OR UNDER BY 10% WITHOUT JUSTIFICATION)

NAME	UNITS	SPACES REQUIRED	LOWER RANGE	UPPER RANGE	SPACES PROVIDED
MFR DEVELOPMENT	52	78	71	86	136

ACCESSIBLE PARKING

ACCESSIBLE SPACES REQUIRED PER TABLE 208.2 IN THE ADA STANDARDS FOR ACCESSIBLE DESIGN MANUAL (VER 2010).

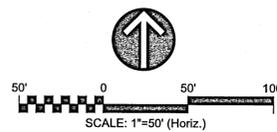
NAME	TOTAL SPACES PROVIDED	ACCESSIBLE SPACES REQUIRED	ACCESSIBLE SPACES PROVIDED
MFR DEVELOPMENT	136	78	71

LOT COVERAGE

COVERAGE TYPE	EXISTING (SF)	EXISTING (%)	PROPOSED (SF)	PROPOSED (%)
BLDG AREA	0.00	0.00	0.58	17.37
IMPERVIOUS	0.00	0.00	1.08	32.34
PERVIOUS	3.34	100.00	1.52	45.63
POND	0.00	0.00	0.16	4.67
OVERALL	3.34	100.00	3.34	100.00

FLOOD ZONE

THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAINS. NO BFFS OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBERS 12033C0315G, MAP REVISION DATED SEPTEMBER 29, 2006.



REV. NO.	DESCRIPTION	DATE

Not a Certified Document
 This document originally issued and sealed by
 W. Brian Walker, P.E.
 License No. 69638 on XXX/XXX/XX
 This document shall not be considered a certified document.

This electronic document is the property of
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 Pensacola, Florida 32501
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 FL Certificate of Authorization# 29588
 www.mckimcreed.com

Spectra
 STUDENT LIVING
 350 Massachusetts Ave., Suite 34
 Indianapolis, IN 46204
 SpectraStudentLiving.com

SPECTRA UWF STUDENT HOUSING
 CIVIL SITE
OVERALL KEY PLAN

PROJ. START DATE: MAY 2020	SCALE
MCE PROJ. # 07973-0001	HORIZONTAL: 1"=50'
DRAWN: GTP	VERTICAL: N/A
DESIGNED: MM	REVISION
CHECKED: DP,LL	
PROJ. MGR: WBW	

C-003
 DRAWING NUMBER
 REVISION

STATUS: **NWFWMD PERMIT SUBMITTAL**

Board of Adjustment

6. 2.

Meeting Date: 08/26/2020
CASE: V-2020-02
APPLICANT: Paul Salter/ Salter Company, Agent for Clarence B Jr & Deborah A. Gulsby
ADDRESS: 178 E Nine Mile Rd
PROPERTY REFERENCE NO.: 08-1S-30-1003-011-031
ZONING DISTRICT: HC/LI, Heavy Commercial Light Industrial district
FUTURE LAND USE: COM, Commercial

SUBMISSION DATA:

REQUESTED VARIANCE:

Variance to west side/ left side yard setback of property from 10 feet to 4.5 feet.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 3-2.11(d)(7)(b)

b. Sides. On each side of a single-family detached dwelling, ten feet or ten percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height.

CRITERIA

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

CRITERION (1)

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

FINDINGS-OF-FACT

The applicant is requesting a minor variance to accommodate adjacent properties and to reduce the impact of noise level for the future development of the parcel.

CRITERION (2)

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

FINDINGS-OF-FACT

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

CRITERION (3)

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

FINDINGS-OF-FACT

Granting of the variance will not confer the applicant any special privilege that is denied to other lands. The variance request process is open to all citizens of Escambia County.

CRITERION (4)

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

FINDINGS-OF-FACT

Given the unique physical hardships on site, a variance is required to reduce the noise impacts on nearby residential uses.

CRITERION (5)

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

FINDINGS-OF-FACT

The location of the proposed structure, as submitted, is the minimum variance to reduce impacts on the neighbors.

CRITERION (6)

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

FINDING OF FACT:

Granting of the variance will be consistent with the general intent and purpose of the Land Development Code and will not be detrimental to the public welfare.

STAFF RECOMMENDATION:

Staff finds that the variance meets all of the required criteria and recommends approval.

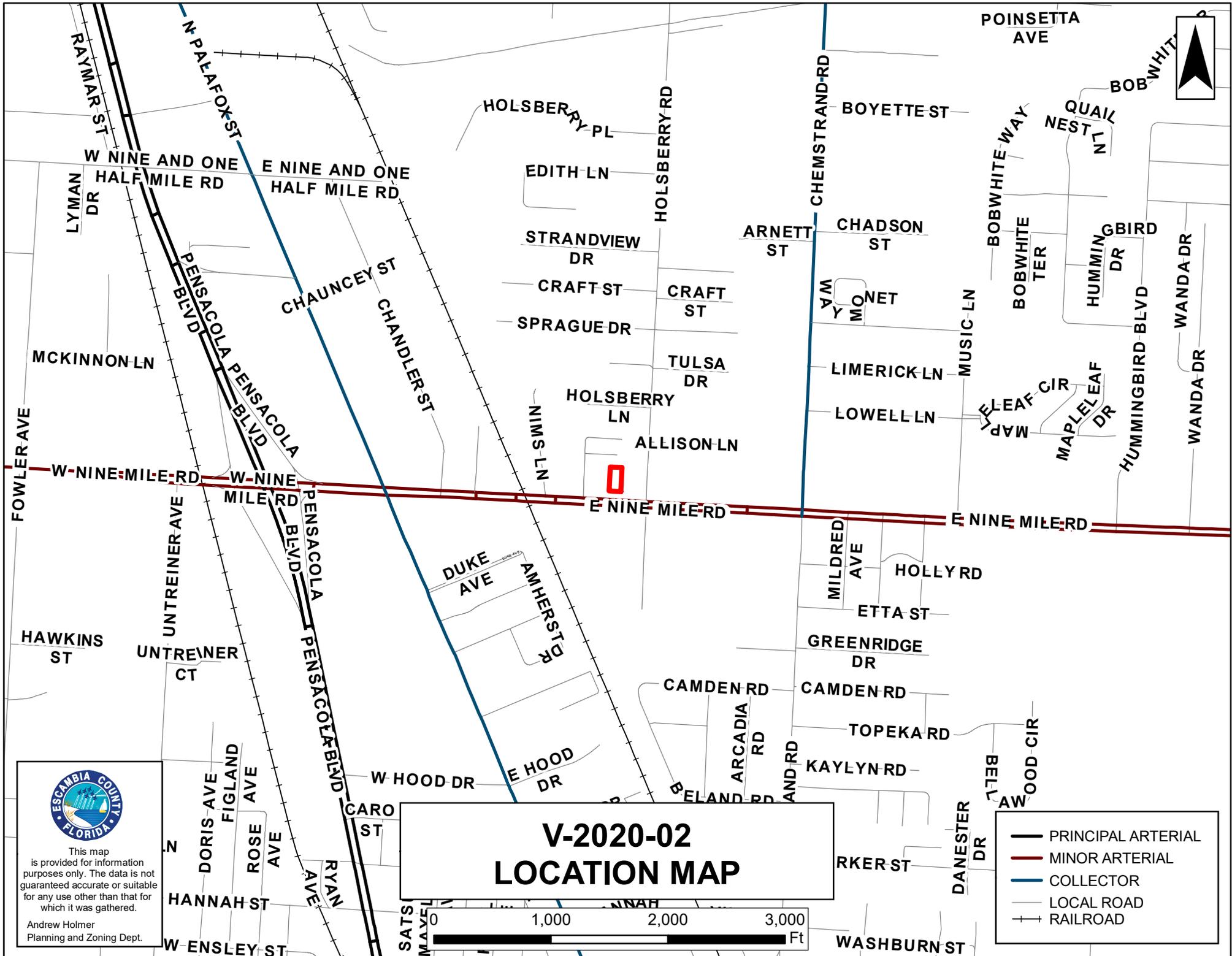
BOA DECISION

BOARD OF ADJUSTMENT FINDINGS:

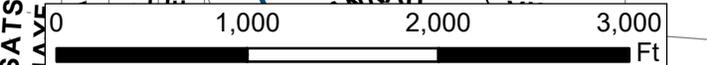
Attachments

Working Case File

V-2020-02

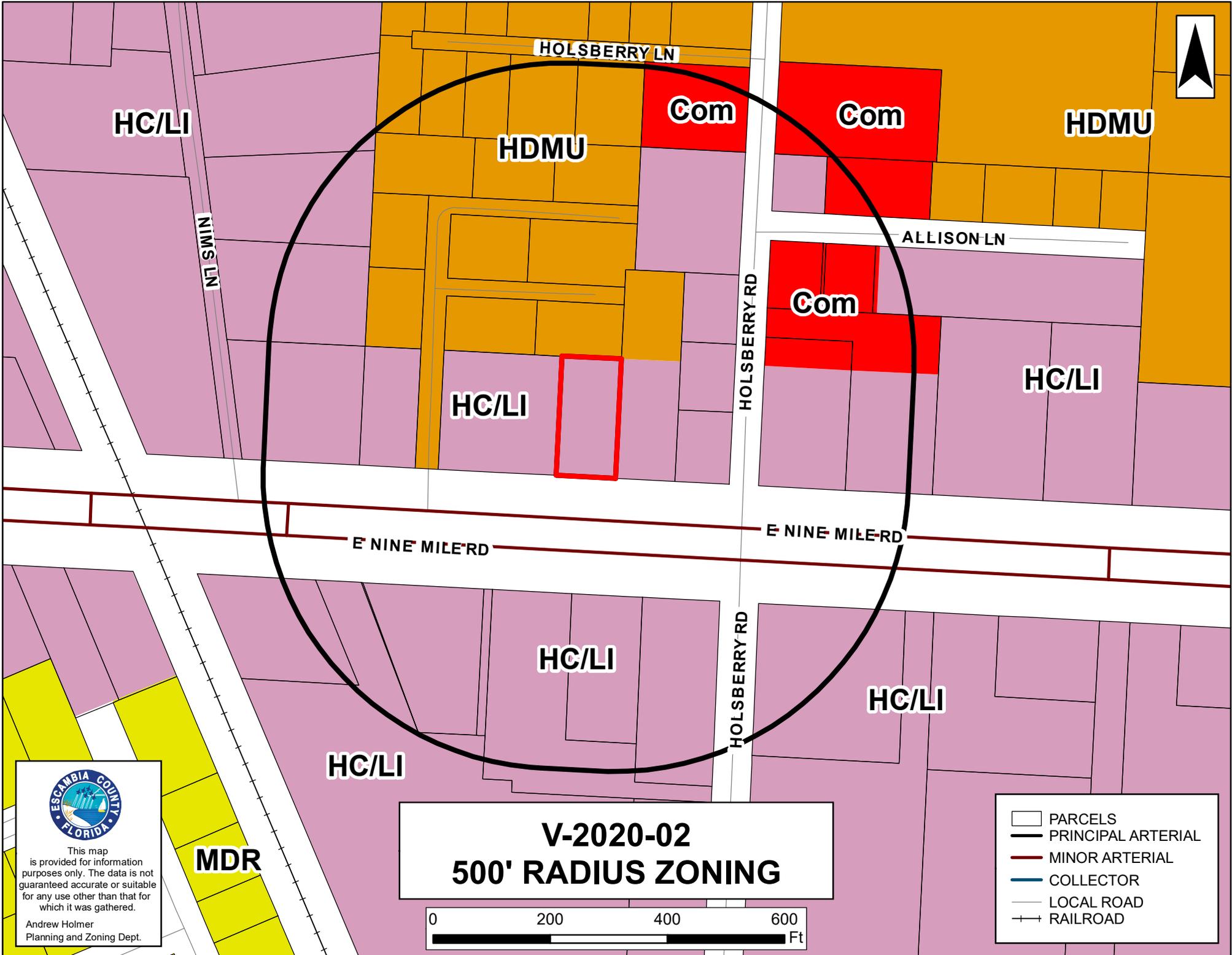


**V-2020-02
LOCATION MAP**




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

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



HC/LI

HOLS BERRY LN

Com

Com

HDMU

HDMU

NIMS LN

ALLISON LN

Com

HOLS BERRY RD

HC/LI

HC/LI

E NINE MILE RD

E NINE MILE RD

HC/LI

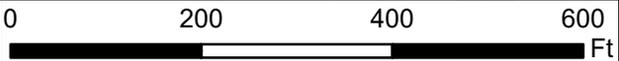
HOLS BERRY RD

HC/LI

HC/LI

MDR

**V-2020-02
500' RADIUS ZONING**

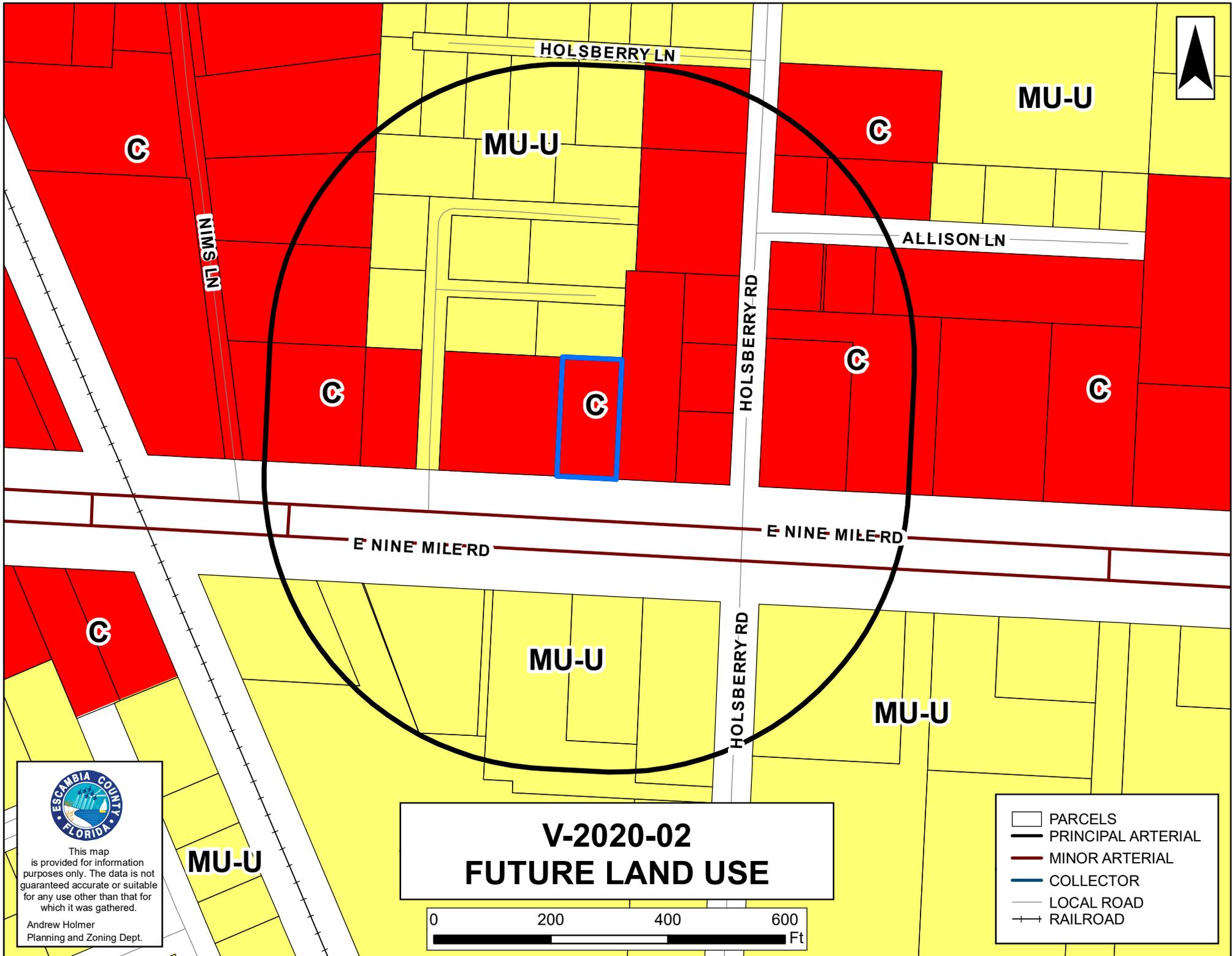


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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Andrew Holmer
Planning and Zoning Dept.



HOLS BERRY LN

MU-U

MU-U

NIMS LN

ALLISON LN

HOLS BERRY RD

E NINE MILE RD

E NINE MILE RD

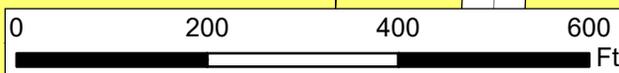
MU-U

MU-U

HOLS BERRY RD

MU-U

**V-2020-02
FUTURE LAND USE**



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

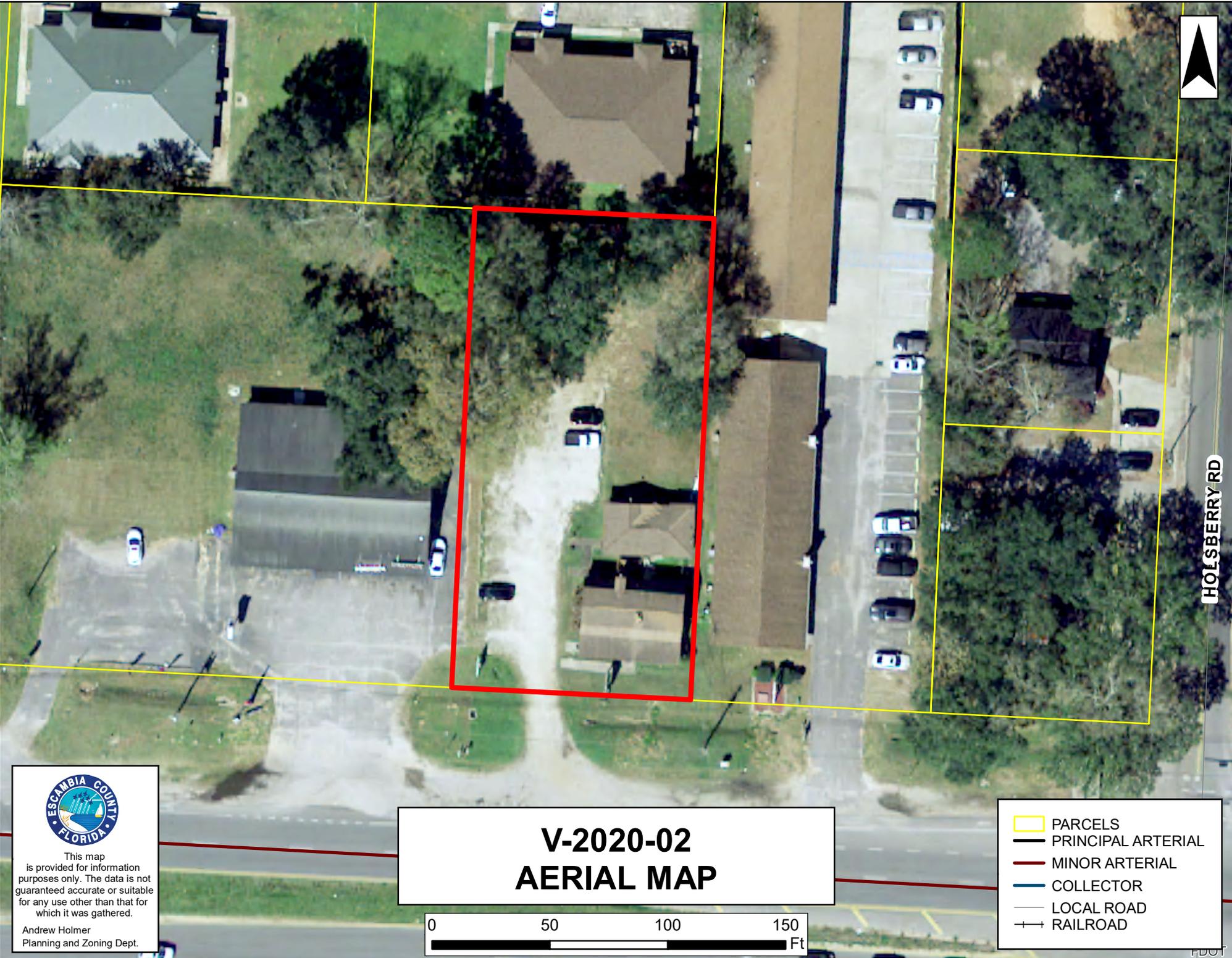


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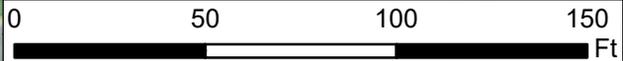
Andrew Holmer
Planning and Zoning Dept.



HOLS BERRY RD



V-2020-02 AERIAL MAP



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



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

Andrew Holmer
Planning and Zoning Dept.



**NOTICE OF
PUBLIC HEARING
BOARD OF ADJUSTMENT**

TYPE OF REQUEST: VARIANCE

CASE NO: V-2020-02

DATE: 08/26/20 TIME: 08:30 A.M.

LOCATION OF HEARING

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

**FOR MORE INFORMATION CALL:
DEVELOPMENT SERVICES AT 686-3475 OR VISIT
WWW.MYESCAMBIA.COM**

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

Notice of Public Hearing Board of Adjustment sign



Looking East from parcel



Looking East from parcel



Looking West from parcel



Looking South from parcel



Looking North onto parcel (1)



Looking north onto parcel (2)

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

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: YW BOA Meeting: 08/19/2020

Conditional Use Request for: _____

Variance Request for: west side yard setback

1. Contact Information:

A. Property Owner/Applicant: CARENCE B GULSBY

Mailing Address: 6709 ANGUS LANE, MOLEND, FL 32511

Business Phone: 850-451-3467 Cell: 850-393-9615

Email: _____

B. Authorized Agent (if applicable): PAUL SALTER / SALTER COMPANY

Mailing Address: 6105 HIGHWAY 90, MELTON, FL 32570

Business Phone: 850-564-0120 Cell: 850-232-5371

Email: PSALTER@CCIM.NET

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

2. Property Information:

A. Existing Street Address: 17B E. NINE MILE RD, PENSACOLA, FL 32514

Parcel ID (s): 08-15-30-1003-011-031

B. Total acreage of the subject property: .46 ±

C. Existing Zoning: HO/LI

FLU Category: COM

D. Is the subject property developed (if yes, explain): YES, 2 BUILDINGS

E. Sanitary Sewer: _____ Septic: _____

3. Amendment Request

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

PROPOSED DEVELOPMENT WOULD BE MOVED AWAY FROM OFFICE BUILDINGS AND APARTMENTS TO REDUCE THE NOISE LEVEL

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

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

LAND AND POSITIONING OF THE BUILDING WILL PREVENT ADDITIONAL NOISE TO SURROUNDING PROPERTIES

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

THEY DO NOT.

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

IT WILL NOT.

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

EXISTING WIDTH OF PARCEL PRESENTS A HARDSHIP, NO HARMFUL EFFECTS TO ADJACENT LAND OWNERS

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

YES, MINIMUM VARIANCE.

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

NOT DETRIMENTAL TO THE PUBLIC WELFARE.

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

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

As owner of the property located at 178 E NINE MILE RD, PENSAFLA Florida, property reference number(s) 08-15-30-1003-D11-031 I hereby designate PAUL E. SALTER for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this 6th day of JUNE the year of, 2020, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: PAUL E. SALTER
Email: PSALTER@CCFM.NET

Address: 6107 HILHWAY 90, MELTON, FL 32570 Phone: 870-232-5371

Clarence Bill Galsby Jr. Signature of Property Owner Clarence Bill Galsby Jr. Printed Name of Property Owner 6-6-2020 Date

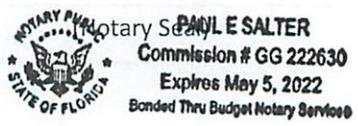
STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of JUNE 20 20 by CLARENCE BILL GALSBY

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

[Signature]
Signature of Notary

PAUL E. SALTER
Printed Name of Notary



5. Submittal Requirements

- A. Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.
 - B. Application Fees: To view fees visit the website: <http://myescambia.com/business/board-adjustment> or contact us at 595-3475.
- Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.**
- C. Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND**
 - D. A **Certified Boundary Survey** (Include Corporation/LLC documentation if applicable.)
 - E. Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

Clarence Bell Gulsby Jr
Signature of Owner/Agent

Clarence Bell Gulsby Jr
Printed Name of Owner/Agent

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 6th day of JUNE of

20 20, by CLARENCE BELL GULSBY

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

Paul E. Salter
Signature of Notary

PAUL E. SALTER
Printed Name of Notary



Recorded in Public Records 06/14/2010 at 02:16 PM OR Book 6602 Page 995,
Instrument #2010037881, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$35.50 Deed Stamps \$1470.00

Prepared by and return to:

Faith H. Woods

Paralegal

Bozeman, Jenkins & Matthews, P.A.

114 E. Gregory Street

Pensacola, FL 32502

850-434-6223

File Number: **408-46**

Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 11th day of **June, 2010** between **Donovan Family Limited Partnership, a Florida limited partnership** whose post office address is **223 E Government Street, Pensacola, FL 32502** of the County of **Escambia, State of Florida**, grantor*, and **Clarence B. Gulsby, Jr. and Deborah A. Gulsby, husband and wife** whose post office address is **6709 Angus Lane, Molino, FL 32577** of the County of **Escambia, State of Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida**, to-wit:

Commence at the Southeast corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the South line of said Section 8 for a distance of 1353.00 feet; thence Northerly at an interior angle to the left of 90 degrees 29 minutes 38 seconds For a distance of 98.28 feet to the point of intersection of the North right of way line of Nine Mile Road (200' R/W) and the West right of way line of Holsberry Lane (50' R/W); thence Westerly at an interior angle to the right of 90 degrees 31 minutes 30 seconds along said North right of way line of Nine Mile Road for a distance of 200.00 feet for the Point of Beginning. Thence continue Westerly along the said North right of way line of Nine Mile Road for a distance of 99.50 feet; thence Northerly at an interior angle to the left of 90 degrees 31 minutes 30 seconds for a distance of 200.00 feet; thence Easterly at an interior angle to the left of 89 degrees 28 minutes 30 seconds for a distance of 99.50 feet; thence Southerly at an interior angle to the left of 90 degrees 31 minutes 30 seconds for a distance of 200.00 feet to the Point of Beginning.

Subject to taxes for 2010 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

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

Signed, sealed and delivered in our presence:

Donovan Family Limited Partnership, a Florida limited partnership

By: Donovan Family Management, Inc., a Florida corporation, its Managing General Partner

By: *Martin J. Donovan*
Martin J. Donovan, President

Faith H. Woods
Witness Name:

Donna Schumacher
Witness Name: **DONNA SCHUMACHER**

(Corporate Seal)

State of Florida
County of Escambia

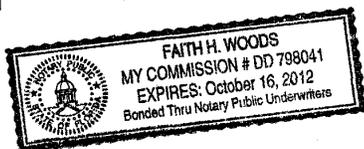
The foregoing instrument was acknowledged before me this 11th day of June, 2010 by Martin J. Donovan, President of Donovan Family Management, Inc., a Florida corporation, as Managing General Partner, of Donovan Family Limited Partnership, a Florida limited partnership on behalf of the corporation and the partnership. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Faith H. Woods
Notary Public

Printed Name: _____

My Commission Expires: _____



JUN-11-2010 FRI 01:37 PM

ESC CO ENV HEALTH

FAX No. 8505956777

P. 002/003

ESCAMBIA COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1300 WEST GREGORY STREET
PENSACOLA, FL 32502



June 11, 2010

Donovan Family Limited Partnership
c/o Donovan Realty, Inc.
223 East Government Street
Pensacola, FL 32502

RE: Commercial Property
178 East Nine Mile Road
Pensacola, FL 32534
Parcel ID No: 08-1S-30-1003-011-031

Dear Property Owners:

Environmental Health conducted an inspection of the Onsite Sewage Treatment and Disposal System (OSTDS) at the above referenced location on June 8, 2010. The condition(s) stated below outline the department's assessment of the OSTDS:

Status of Property:

The premise was vacant at the time of our inspection and no overflows were observed. Because the property has been vacant for some time, no sewage flow has been generated; therefore, our ability to fully assess the functionality of the system was limited.

Septic Tank Compartment:

The condition of the internal structure of the tank compartment could not be determined because the tank was not opened for a visual inspection.

- The inspection revealed that the septic tank compartment was partially obstructed by a storage/office building. Florida Administrative Code (FAC) 64E-6 requires a minimum setback of five (5) feet from structures. The OSTDS tank compartment must be accessible for repair when necessary. This situation does not require action at this time, but is information only. The tank does appear to be accessible for maintenance.

Drainfield System:

The drainfield system was probed and the soil adjacent to the drainfield was augured to assess the system's functionality.

- A significant portion of the drainfield area was obstructed by the storage/office building and concrete walkway. Although no structural deficiencies were noted during our inspection, a significant portion could not be inspected due to the obstruction. In the event of future repair, this drainline must be decommissioned and new drainfield installed in an unobstructed area.

Note:

- An annual operating permit may be required for this property. If the current business will generate commercial sewage waste as defined in the Florida Administrative Code 64E-6.003 paragraph (5-a), property owners or their authorized agents are required to obtain an annual operating permit for systems located in an area zoned or used for industrial or manufacturing purposes or its equivalent or where a business will generate commercial sewage waste. An Environmental Health Inspector will revisit the property in the near

BK: 6602 PG: 998 Last Page

JUN-11-2010 FRI 01:37 PM

ESC CO ENV HEALTH

FAX No. 8505956777

P. 003/003

Page 2 of 2
June 11, 2010
178 East Nine Mile Road

future to determine if the operating permit will be required. The fee for this permit, if needed, is \$150.00 annually.

Conclusion:

- No action is required at this time. With the data available to us at the time of the inspection, the system appeared to be in satisfactory condition.

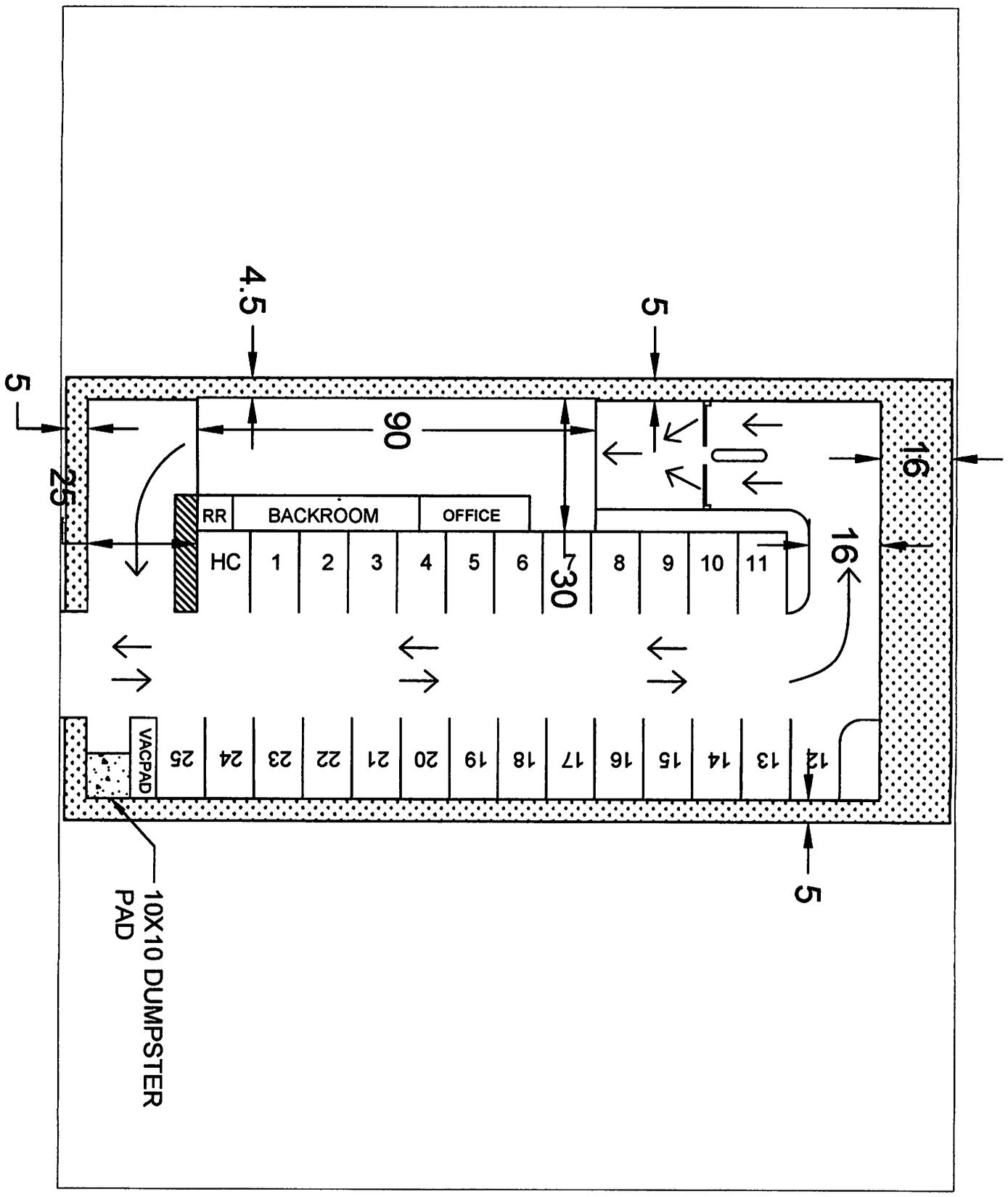
This inspection will be honored for a period of nine months. If we can be of further assistance, please do not hesitate to call us at (850) 595-6786.

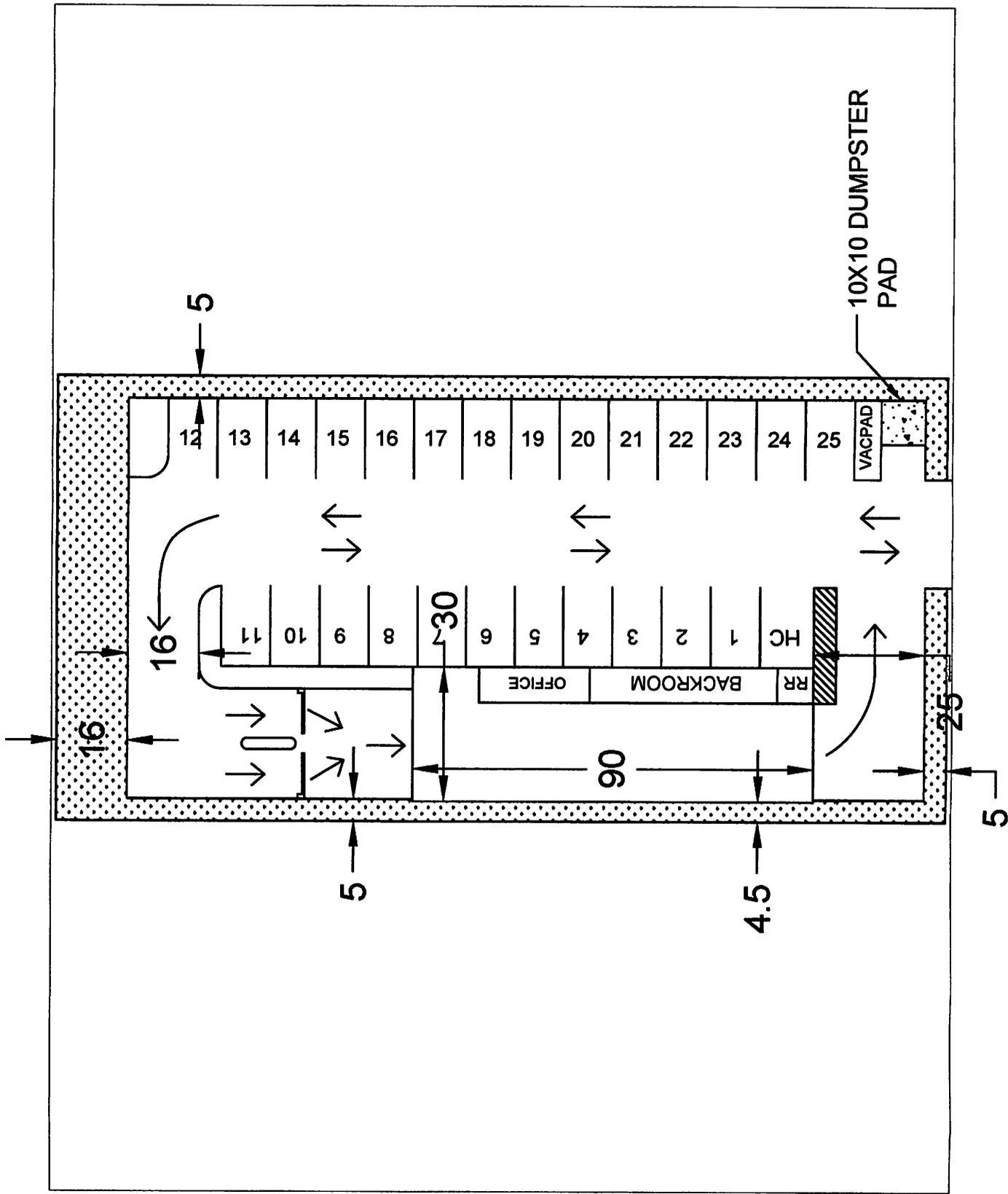
Sincerely,



Phillip L. Davies
Environmental Supervisor I

PLD/cp/er
OSTDS # 10-0212
Fax to: Marty Donovan 432-6108, 434-5242





Board of Adjustment

6. 3.

Meeting Date: 08/26/2020
CASE: CU-2020-06
APPLICANT: Allara Mills Gutcher, AICP, Agent for Brown Project-297A
ADDRESS: 305 W Kingsfield Rd.
PROPERTY REFERENCE NO.: 28-1N-31-2202-000-000
ZONING DISTRICT: LDMU, Low density, mixed-use
FUTURE LAND USE: MU-S, Mixed-use, Suburban
OVERLAY DISTRICT: N/A

SUBMISSION DATA:

REQUESTED CONDITIONAL USE:

Conditional Use request to allow medium scale retail sales in LDMU zoning. The zoning allows for retail sales up to 6,000 sq. ft. and this request is for approx. 8,960 sq. ft. which is allowed with Conditional Use approval.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section:3-2.6 (c)(2)(b)

b. Medium-scale(gross floor area greater than 6000 sq. ft. per lot, but no greater than 35,000 sq. ft.) retail sales, excluding sales of motor vehicles and excluding permanent outdoor storage, sales, or display.

CRITERIA:

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

CRITERION (a)

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

FINDINGS-OF-FACT

The LDMU zoning district is intended to provide for a mix or residential uses with neighborhood scaled retail sales and services. As stated above, retail is limited to 6,000 sq. ft. unless Conditional Use approval is granted. The proposed use is approx. 3,000 sq. ft. larger than what is allowed outright but is far short of the maximum 35,000 sq. ft. possible with Conditional Use approval. Per LDC 3-2.6 (e), all new non-residential

uses proposed within the LDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the location criteria.

This proposal falls under the first criteria in that it is at the intersection of two collector roads. Given these considerations along with the submitted compatibility analysis, staff finds that the proposed use can be compatible with the surrounding area.

CRITERION (b)

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

FINDINGS-OF-FACT

Adequate services are available at the site and have available capacity. The specifics of services necessary will be analyzed during the site plan review process.

CRITERION (c)

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

FINDINGS-OF-FACT

Circulation must meet all design and permitting requirements of the County and DOT. The submitted site plan shows a right-in, right-out configuration of the driveway but changes may be made based on additional technical review.

CRITERION (d)

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

FINDINGS-OF-FACT

The proposed retail use is not anticipated to create unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties.

CRITERION (e)

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

FINDINGS-OF-FACT

Solid waste service will be provided by the operator via a dumpster that must be screened, maintained, and emptied regularly.

CRITERION (f)

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

FINDINGS OF FACT:

Screening must be provided on the south and east property boundaries and called for by the LDC. The currently proposed future use of those adjoining properties is residential and buffering between these different uses is required.

CRITERION (g)

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

FINDINGS OF FACT:

Signs and lighting must meet all applicable LDC design and allotment standards.

CRITERION (h)

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

FINDINGS OF FACT:

The submitted site plan appears to be suitable for the location. All setbacks, buffering and driveways will meet current regulations.

CRITERION (i)

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

FINDINGS OF FACT:

There are no additional use requirements for this proposal other than the location criteria which it meets.

STAFF FINDINGS

Staff finds that the proposed use can meet all of the required criteria and recommends approval as submitted.

BOA DECISION

BOARD OF ADJUSTMENT FINDINGS

Attachments

Working Case File

CU-2020-06



TILLAGE DR

PETTY DR

WOODFIELD DR

MOHEGAN CIR

PROMENADE LN

AVALON ST

QUARTZ AVE

GRANITE LN

BROADLEAF CIR

BENTLEY OAKS DR

AVALON ST

BENTLEY OAKS DR

BRIGHT LN

AF CIR

NATALIES WAY

WATERBURY WAY

DOLAN DR

W KINGSFIELD RD

FOX QUARRY RD

HANLEY DOW SN DR

SCEPTER CT

HIGHWAY 297A

MEANDER CIR

MEANDER LN

E-KINGSFIELD RD

FOX QUARRY RD

RYALE RD

BROOKWOOD LN

ASHLEY RD

MODY HILL RD

SUMMER SHADE LN

RIDDLE RD

RD

RI

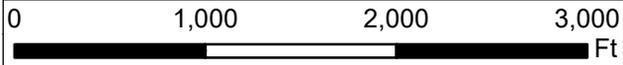
CRIC

CRICKET CIR

PINEBROOK CIR

PINEBROOK LN

CU-2020-06 LOCATION MAP

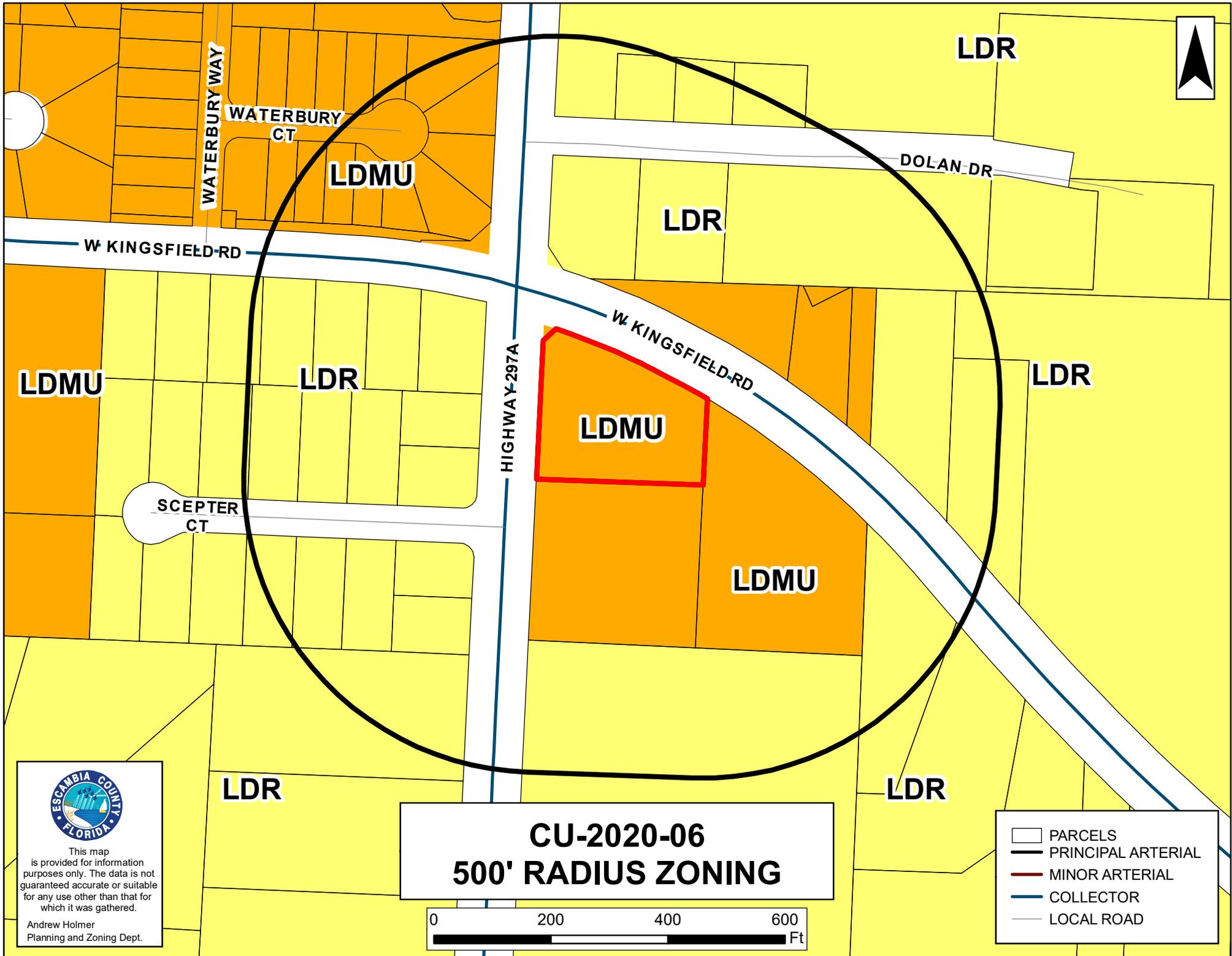


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

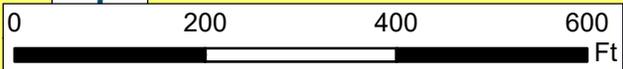


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



**CU-2020-06
500' RADIUS ZONING**

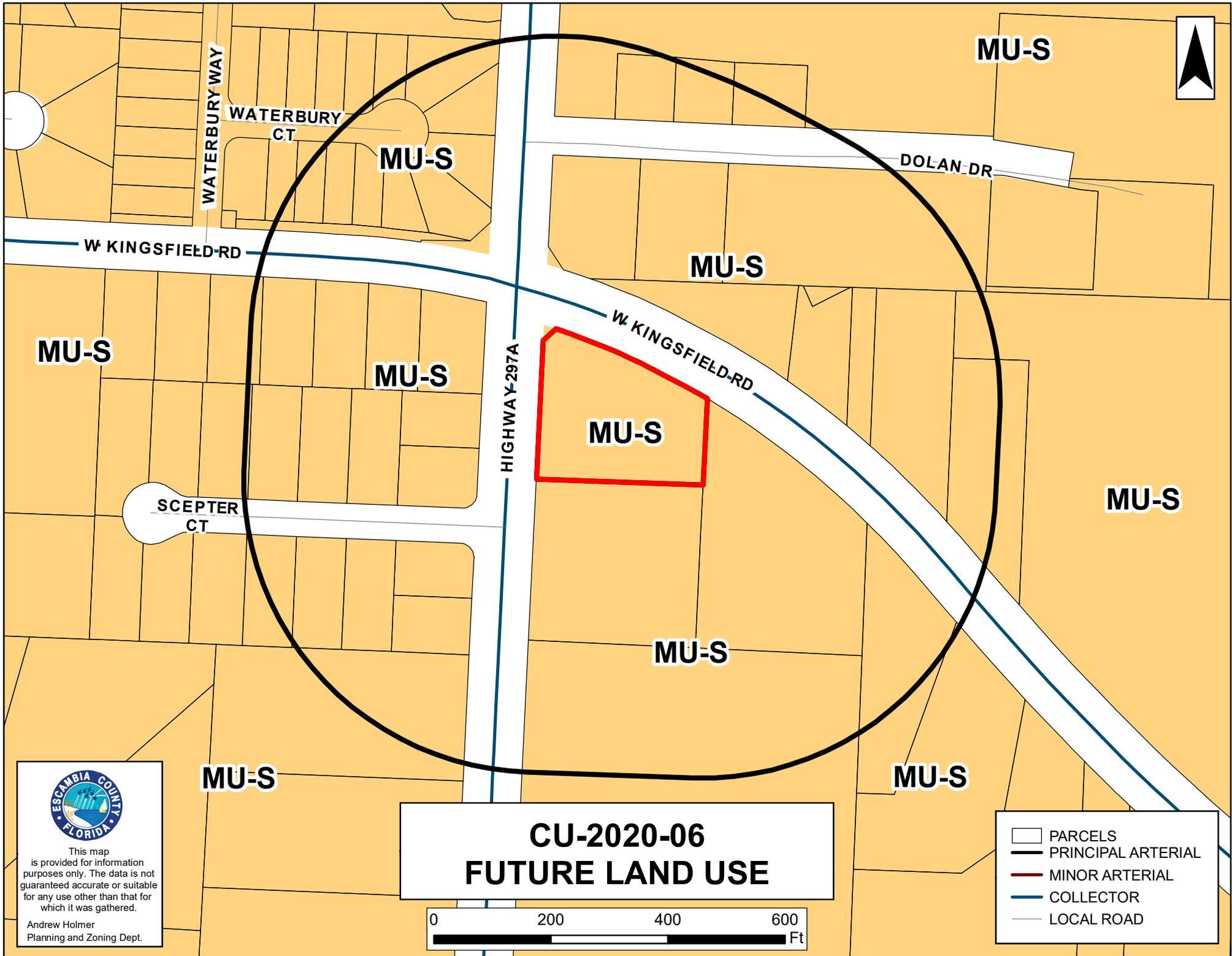


-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



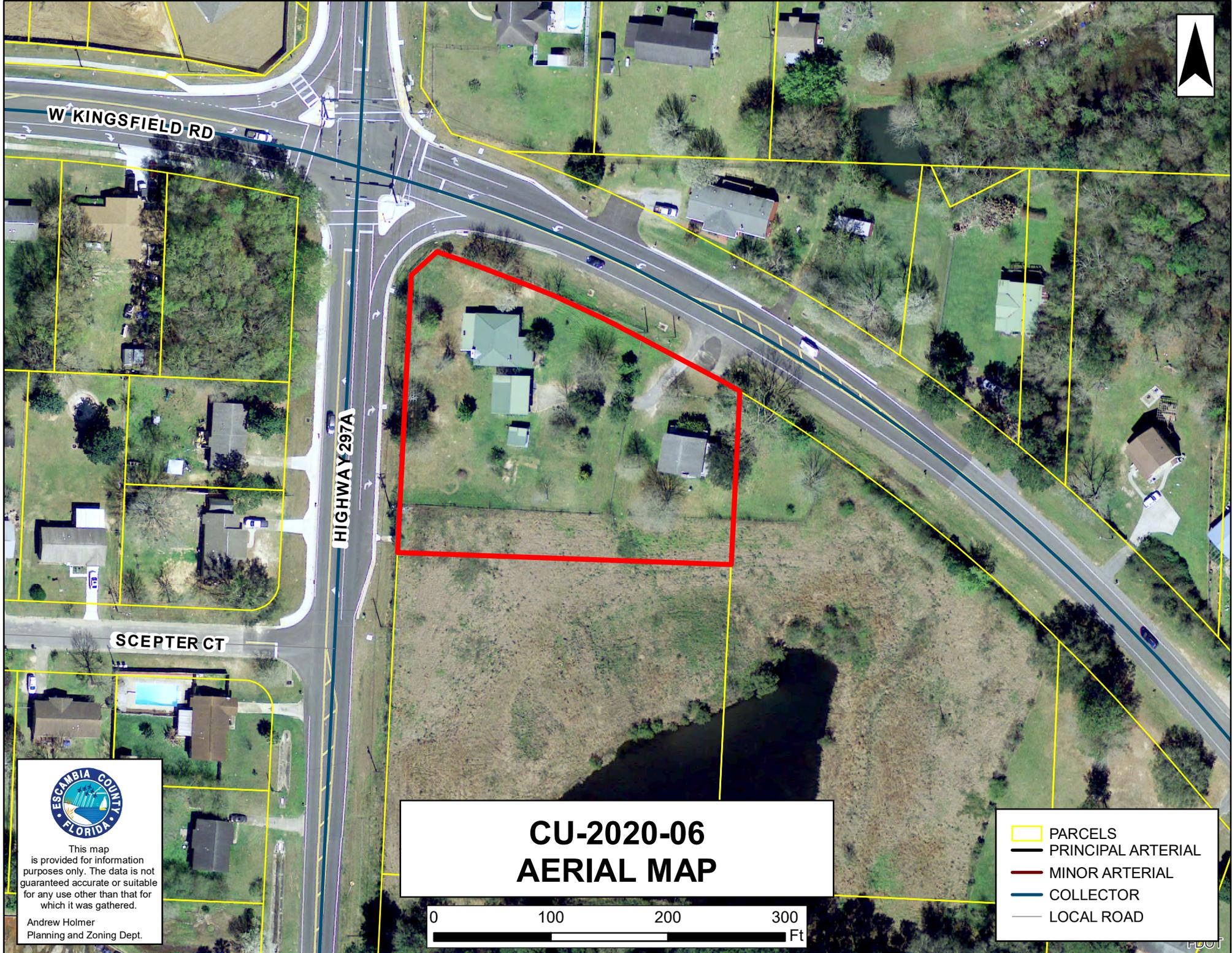
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



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

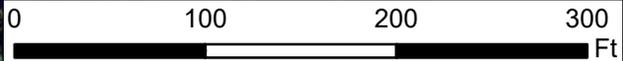
Andrew Holmer
Planning and Zoning Dept.



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

Andrew Holmer
Planning and Zoning Dept.

CU-2020-06 AERIAL MAP



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



Public Hearing Sign



Looking South From Property Line



Looking South



Looking Southeast



Looking Southwest



the planning collaborative

Letter of Transmittal

Date: July 10, 2020

To: Allyson Lindsay
Escambia County
Planning and Zoning Division
3363 W. Park Place
Pensacola, FL 32505

From: Allara Mills Gutcher, AICP
Managing Principal
the planning collaborative
2311 Lee Street
Lynn Haven, FL 32444

Project Name: Dollar General at Kingsfield and 297A

Purpose: Conditional Use Permit Application

Materials Submitted:

- 1) Letter of Transmittal (this document)
- 2) Conditional Use Permit application
- 3) Compatibility Analysis
- 4) Check for \$1,275.50 (following)
- 5) Warranty Deed to show ownership

All materials are also submitted via electronic transfer to
malindsay@myescambia.com and clsmith1@myescambia.com

Please accept this submittal package for the scheduling of a hearing before
the Board of Adjustment on August 26, 2020.

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

Board of Adjustment Application

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

Conditional Use Request for: a retail store greater than 6,000 sq. ft. in LDMU

Variance Request for: N/A

1. Contact Information:

A. Property Owner/Applicant: Teramore Development, LLC (Tyler Graybill)

Mailing Address: 165 Big Star Drive, Thomasville, GA 31757

Business Phone: 229.516-4286 Cell: _____

Email: tgraybill@teramore.net

B. Authorized Agent (if applicable): Allara Mills-Gutcher, AICP

Mailing Address: 2311 Lee Street, Lynn Haven, FL 32444

Business Phone: 850.319.9180 Cell: _____

Email: allara@theplanningcollaborative.com

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

2. Property Information:

A. Existing Street Address: 305 W. Kingsfield Road, Cantonment, FL 32533

Parcel ID (s): the northern portion of 28-1N-31-2202-000-000

B. Total acreage of the subject property: 1.37

C. Existing Zoning: LDMU

FLU Category: MU-S

D. Is the subject property developed (if yes, explain): Currently the parcel is vacant.

E. Sanitary Sewer: ECUA **Septic:** ECUA

3. Amendment Request

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

The request is necessary to develop a prototypical Dollar General store, which is larger than the allowed square footage in the LDMU zoning district (capped at 6,000 square feet). This store will be 8,960 square feet. The proposed use is otherwise allowable within the zoning district.

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

C. For Conditional Use Request – Please address *ALL* the following approval conditions for your Conditional Use request. (use supplement sheets as needed)

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

There will be no on premise alcohol consumption. Only beer and wine are sold.

This site is not located within 1,000 feet of a place of worship or child care facility.

Please see attached compatibility analysis.

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

Public water and sewer services are available to this site. With a small service need, the potable water and sanitary sewer impact is minimal (de minimis).

Section 5-2-3 of the Land Development Code states Escambia County does not require roadway concurrency for development.

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

Ingress and Egress will be as permitted by FDOT and Escambia County. The current proposed location for the driveway is on W. Kingsfield Road. All Land Development Code requirements shall be met.

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

Please see attached compatibility analysis.

The proposed use will not generate any glare, dust, smoke, odor, vibration, electrical interference, and will operate within a normal noise level as surrounding uses and roadways.

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

The solid waste container is proposed to be at the rear of the developed site, and will be screened. The location is chosen to align with the driveway access from Kingsfield Road.

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

All screening and buffering requirements shall be met.

Vegetative buffers shall be provided on the south and east of the property boundary, which is the same zoning district as the subject site.

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

Signage will be attached to the wall of the structure, and will be located at the northwest portion of the development site with a single freestanding unit. All signage will be designed in conformance to the requirements of the Land Development Code. None of the signage will create a safety hazard.

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

The proposed development will be sited to provide greater than required setbacks from the adjacent uses. Other compatibility measures will be taken such as buffers and vegetative screening.

Please see compatibility analysis.

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

The development will meet all requirements of the Land Development Code.

There are no other requirements needed to obtain the conditional use.

The site meets the location requirements of the LDMU zoning district, by its location at the intersection of two collector roadways.

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

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

As owner of the property located at 305 W. KINGSFIELD ROAD, CANTONMENT, Florida, property reference number(s) A PORTION OF ESCAMBIA COUNTY PARCEL: 281N312202, hereby designate ALLARA MILLS GUTCHER for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this 01 day of July the year of, 2020, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: ALLARA MILLS GUTCHER, THE PLANNING COLLABORATIVE
Email: ALLARA@THEPLANNINGCOLLABORATIVE.COM

Address: [Redacted] Phone: 550.319.9130
Signature of Property Owner: [Redacted Signature] Printed Name of Property Owner: CHAD BROWN Date: 07/01/2020

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 1st day of July 2020
by means of [X] physical presence or [] online notarization
Identification Produced: DL

[Redacted Signature]
Signature of Notary

Gracie Parker
Printed Name of Notary

(Notary Seal)



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

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

As owner of the property located at 305 W. WINDSFIELD ROAD, CANTONMENT, Florida, property reference number(s) A PORTION OF ESCAMBIA CO. PARCEL: 2B1N312202-0000, I hereby designate TYLER GRAYBILL for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this 01 day of JULY the year of, 2020, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: TYLER GRAYBILL, TERAMORE DEVELOPMENT
Email: TOMYBILL@TERAMORE.NET

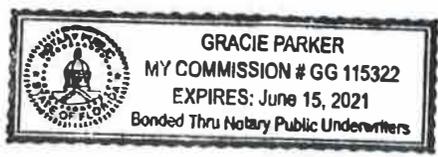
Address: 165 BIG STAR DRIVE, THOMASVILLE, GA Phone: 706.224.2411
Signature of Property Owner: [Signature] Printed Name of Property Owner: CHAD BROWN Date: 07/07/2020

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 1st day of July 2020
by means of [X] physical presence or [] online notarization
Identification Produced: DL

[Signature]
Signature of Notary

Gracie Parker
Printed Name of Notary

(Notary Seal)



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

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

As owner of the property located at 305 W. KINGSFIELD ROAD, CANTONMENT, Florida, property reference number(s) A PORTION OF ESCALONIA COUNTY PARCEL: 281N312202 hereby designate DAVID A. THERIAQUE for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this 01 day of JULY the year of, 2020, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: DAVID A. THERIAQUE, ESQUIRE, THERIAQUE & SPAIN
Email: DAT@THERIAQUELAW.COM

Address: 433 N. MAGNOLIA DR., TALLAHASSEE, FL Phone: 350.224.7332
[Signature] GRAD BROWN 07/01/2020
Signature of Property Owner Printed Name of Property Owner Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 1st day of July 2020
by means of physical presence or online notarization _____ Type of
Identification Produced: DL

[Signature]
Signature of Notary

Gracie Parker
Printed Name of Notary

(Notary Seal)



5. Submittal Requirements

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. X Application Fees: To view fees visit the website: <http://myescambia.com/business/board-adjustment> or contact us at 595-3475.

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

C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND**

D. X A **Certified Boundary Survey** (Include Corporation/LLC documentation if applicable.)

E. X Signed and Notarized Affidavit of Owner/Limited Power of Attorney **AND** Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

Allara Mills-Gutcher
Signature of Owner/Agent

Allara Mills-Gutcher
Printed Name of Owner/Agent

STATE OF Florida COUNTY OF Bay

The foregoing instrument was acknowledged before me this 30 day of June 2020
by means of physical presence or online notarization _____ Type of

Identification Produced: Florida Driver License

Julie Alford
Signature of Notary
(Notary Seal)

Julie Alford
Printed Name of Notary



Land Use Compatibility Analysis

Prepared for a Conditional Use Permit

For a Dollar General Store to be Located at 305 W. Kingsfield Rd, Cantonment Florida

Also Referenced as (a portion of) Parcel ID Number 28-1N-31-2202-000-000

Conducted for:

Teramore Development, LLC

Ph: 229.516.4286

develop@teramore.net



Prepared for:

Escambia County Planning and Zoning Division

Ph: 850.554.8210

3363 West Park Place

Pensacola, FL 32505

Prepared by:

The Planning Collaborative

Allara Mills Gutcher, AICP

Ph: 850.319.9180

allara@theplanningcollaborative.com



the planning collaborative

July 9, 2020

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EXHIBIT 1 – Survey of 1.37-acre parcel

EXHIBIT 2 – Preliminary Site Plan prepared by Bell Engineering Services, LLC, as revised April
14, 2020

PURPOSE AND INTRODUCTION

This report analyzes the compatibility of a Dollar General retail store proposed to be located at 305 W. Kingsfield Road, Cantonment Florida. As set forth below, the proposed Dollar General retail store will not, over time, adversely or negatively impact the surrounding existing uses. The proposed store will provide daily necessities and other common household items for consumers. Dollar General is known for its neighborhood-scale stores in locations convenient to customers.

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

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

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

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

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

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

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

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

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

- A site visit conducted on July 7, 2020
- Review of the Escambia County Property Appraiser website data and maps

- Review of the Escambia County Comprehensive Plan, 2030 (dated August 2019)
- Review of the Escambia County Land Development Regulations downloaded July 2020
- Review of the Escambia County Future Land Use Map and Zoning Map as shown on Escambia County's web mapping service web page
- Review of the Florida Department of Transportation (roadway) Functional Classification Map for Escambia County
- Consultation with Teramore Development, LLC

PROJECT DESCRIPTION

The applicant proposes construction of a retail establishment known as Dollar General, with approximately 8,960 gross square feet of building space on a 1.37+/- acre parcel (See Exhibit 1). The building will be oriented towards the north, facing W. Kingsfield Rd. Parking will be located to the front of the structure, with a driveway along the east side of the site. This driveway location will also accommodate the loading and dumpster area. Ingress and egress to the site will be from W. Kingsfield Rd. (See Exhibit 2).

The site is designated as Mixed-Use Suburban (MU-S) on the Future Land Use Map, and Low-Density Mixed Use (LDMU) on the Zoning Map. Both the land use and zoning designations allow for the use of a retail store. Due to the size limitations of the square footage of a retail store in LDMU, this conditional use is sought to increase the square footage allowance.

The scale of the project will be slightly smaller than that of a typical prototype Dollar General retail store. It will be single story in height, with a maximum height of twenty-two (22) feet which includes any roof-top apparatus.

There will be no noise, smoke, glare, emissions, dust, vibration, or odors emitted from this use. Lighting used to support safety for vehicles and pedestrians will be installed in a down-lit fashion and attached to the side of the structure.

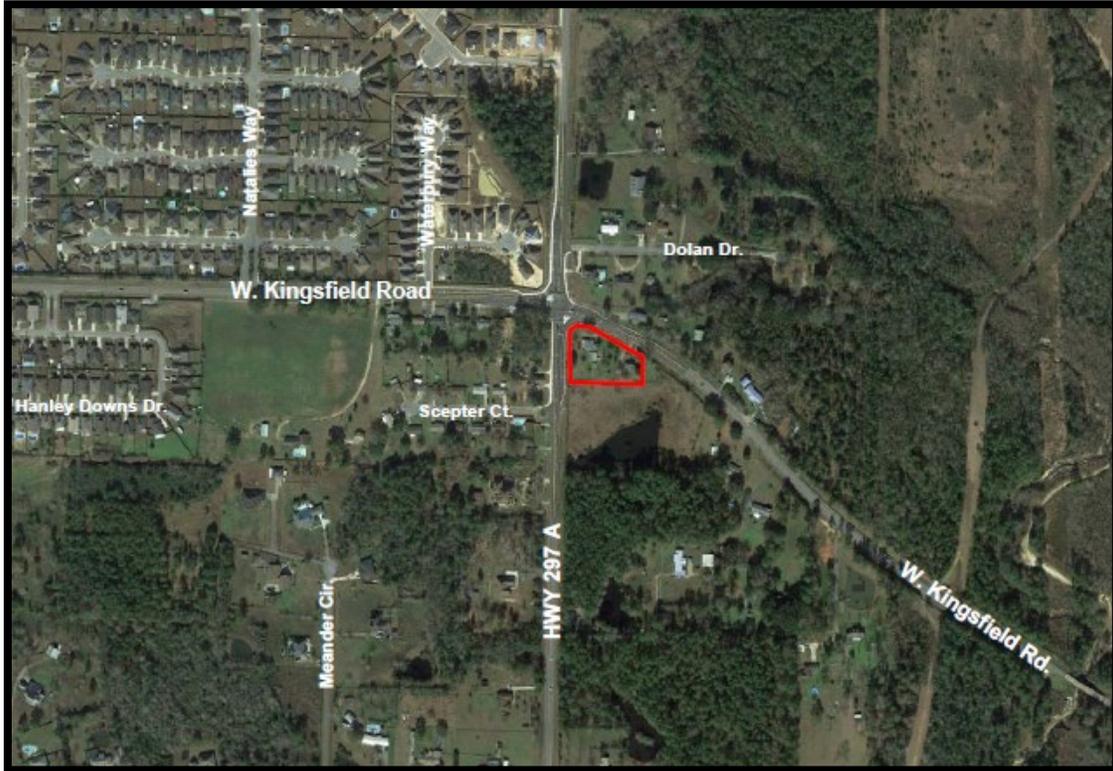
GENERAL PROJECT LOCATION AND SETTING

The site is located on the south side of W. Kingsfield Road, at the southeast corner of the intersection with HWY 297A in the unincorporated area of Escambia County known as Cantonment (Figure 1). The parcel is located within Section 28, Township 1 North, Range 31 West. The Escambia County Property Appraiser's Reference Number for this parcel is 28-1N-31-2202-000-000. The project encompasses the northern 1.37 acres of the 3.19 acre parent parcel.

The parcel is currently undeveloped. Two residential dwellings were recently demolished from the parcel. However, the parcel is taxed as "Multi-family <=9" by the Escambia County Property

Appraiser. To the south and east are vacant lands. To the northeast is a large area owned by International Paper.

Figure 1. Aerial Photograph



Source: Google Maps 2020 Imagery

 Approximate Project Boundary

Across HWY 297A to the west is a platted subdivision called Kingsfield Estates. This subdivision is also within the MU-S Future Land Use category. The zoning district is Low-Density Residential (LDR). West of that the Hanley Downs subdivision is additionally within the MU-S Future Land Use category. Like the parcel where the neighborhood retail store is to be located, the Hanley Downs subdivision is located in the LDMU zoning district.

The Bentley Oaks subdivision, as seen in the background of Figure 2, is northwest of the parcel where the neighborhood retail store will be located. The Bentley Oaks subdivision is also within the MU-S Future Land Use category. The Bentley Oaks subdivision is similarly located in the LDMU zoning district.

Figure 2. View from East Side of the Subject Parcel



APPLICABLE POLICIES AND REGULATIONS

As previously mentioned, the site is currently designated with a Future Land Use category of MU-S (Figure 3). All properties adjacent and surrounding this site are also designated with a Future Land Use category of MU-S. The current zoning designation for the site is LDMU. No Future Land Use amendment or rezoning will be required to allow the proposed development.

Descriptions of the Future Land Use category and zoning district for the site are provided below:

Future Land Use Category: Mixed-Use Suburban (MU-S)¹

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

MU-S Allowable Uses: The Comprehensive Plan describes the allowable uses as a range. These include: “Residential, **retail sales** and services, professional office, recreational facilities, public and civic, limited agriculture.” (Emphasis added). The maximum intensity for this category is a floor area ratio of 1.0.

Accordingly, the MU-S Future Land Use category does allow the proposed development as an allowable use by right.

¹ Escambia County Comprehensive Plan, dated August 2019, Future Land Use Policy 1.3.1

Figure 3. Escambia County Future Land Use Map



Source: Escambia County GIS

Approximate Project Boundary

Future Land Use Categories:

MU-S = Mixed-Use Suburban

REC = Recreation

IND = Industrial

Zoning District: Low-Density Mixed Use (LDMU)²

The LDMU zoning district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible nonresidential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the low density residential district.

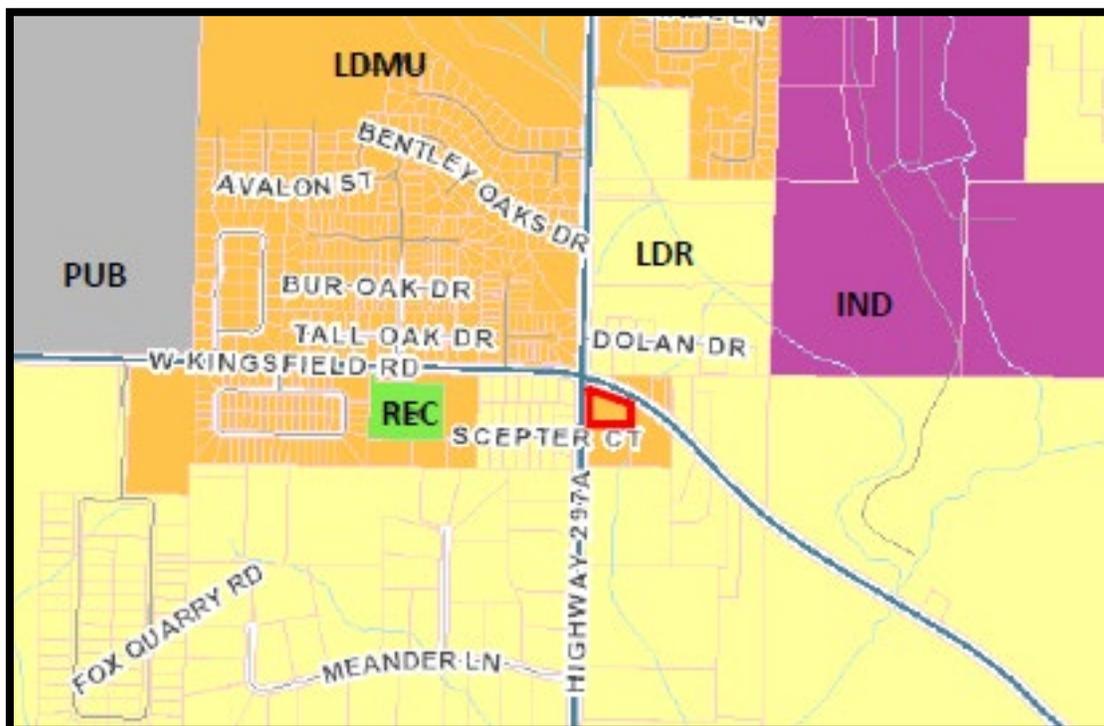
Permitted uses in the LDMU zoning district include manufactured homes within manufactured home parks or subdivisions, single family dwellings including townhouses and zero lot line subdivisions, two-family dwellings, and multifamily dwellings up to four units per building. Retail sales and services are also allowed, with gross floor area up to 6,000 sq.ft.

² Escambia County Land Development Code, Section 3-2.6

per lot. Additional uses include educational, worship, and recreational in nature, with limited agricultural uses to exclude farm animals.

Free-standing retail stores (between 6,000 and 35,000 square feet) are allowed as a conditional use.

Figure 4. Escambia County Zoning Map



Source: Escambia County GIS

 Approximate Project Boundary

Zoning Districts:

LDR = Low Density Residential

REC = Recreation

IND = Industrial

LDMU = Low-density Mixed Use

PUB = Public

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

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

Criteria	LDMU	LDR
Location	Subject Parcel, northwest, south, east, and partially to the north,	West and partially to the north
Max Density	Max 7 d/u per acre	Max 4 d/u per acre
FAR	Max 1.0 in MU-S	Max 1.0
Max Height	45 feet	45 feet
Lot Area	No minimum	No minimum
Minimum Lot Width	None for commercial uses.	20 feet for cul-de-sac lots; 60 feet for all other lots
Lot Coverage	25% minimum pervious; 75% max semi-impervious and impervious	30% minimum pervious; 70% max semi-impervious and impervious
Setbacks Front	15 feet	25 feet
Setbacks Rear	15 feet	25 feet
Setbacks Side	For townhouses, 10 feet on each side For other uses, 5 feet or 10% of the lot width, not required to exceed 15 feet.	5 feet or 10% of the lot width, not required to exceed 15 feet.

ANALYSIS

This project will provide daily necessities to local residents within a short walk or drive time. The development plan is supported by FLU Policy 1.3.1 “Future Land Use Categories”. Within the MU-S standards Escambia County describes the intent of the category as a “mix of residential and non-residential uses while promoting compatible infill development.” This proposal will integrate a mixture of residential and non-residential uses in close proximity to each other.

As depicted in Table 2 below, the standards of the LDMU zoning district allow for more intensive development than what is shown on the site plan for this parcel (Exhibit 2). The building height will be no more than twenty-two (22) feet. The planned 0.15 floor area ratio (FAR) is substantially less than the maximum amount allowed of 1.0 FAR in the LDMU and LDR zoning districts.

Table 2. Development Standards Comparison to Development Plan

Standard	Requirement (LDMU)	Development Plan
Floor Area Ratio (FAR)	1.00 FAR	0.15 FAR
Structure Height	Max 45 feet above grade	Max 22 feet above grade
Lot Area	No minimum	1.37+/- acres
Lot Width	No minimum ¹	~ 280 feet at road frontage
Lot Coverage	Minimum pervious 25%; 75% maximum semi-impervious and impervious cover.	Pervious surface will be approximately 52%, or 48% impervious cover.
Structure Setbacks	Front: 20 feet Rear: 15 feet	Front: 90+/- feet; Rear 40+/- feet
	Side: 15 feet minimum	West Side: +/- 30 feet East Side: +/- 123 feet

¹ No minimum for existing lots of record. New lots “with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the ROW is 40% of the radius length, but not less than 20 feet.”

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

Section 3-1.6(c) of the County’s Land Development Regulations states that other compatibility measures may be required such as landscaping, buffering, and screening to protect lower intensity uses from commercial uses. This criterion is met with the installation of sixteen (16) foot buffers on the south and east sides of the development site. Additionally, a five (5) foot vegetative buffer will be installed along the north and west sides of the parcel, which are those that are contiguous to the roadways. On the 1.37-acre parcel, approximately 52% of the site, or 0.71 acres, will remain pervious.

Together with the setbacks as shown on the site plan, these measures will ensure that land use compatibility will be maintained throughout the area where the new Dollar General store is proposed to be located. Additionally, with such a heavy-trafficked intersection, this site is ideal for a non-residential use.

The planned setbacks are outlined below in Table 3, and are shown against the setback requirements for the zoning district. These setbacks are an additional measure to ensure

compatibility with the surrounding uses. The distance from the side of the structure to the property line has been greatly increased to provide a large vegetative buffer to the surrounding residential uses. These distances are shown as a percentage increase over the requirement, and are in no case less than 200 percent of the adopted standard.

Table 3. Setback Comparison

Setback Standard	Requirement	Development Plan	Percent Exceeded
Front	20 feet	+/- 90 feet	450%
Rear	15 feet	+/- 40 feet	267%
Side (West)	15 feet	+/- 30 feet at the closest point	200%
Side (East)	15 feet	+/- 123 feet at the closest point	820%

Section 2-2.3 of Chapter 2, Article 2 of the Design Standards Manual incorporated in the Land Development Regulations states “the buffer shall protect the lower intensity use from the higher intensity use and provide an aesthetically attractive barrier between the uses.” As noted above, a five (5) foot landscape strip will be provided along the major collector roadways adjoining the north and west boundaries of the parcel, and a sixteen (16) foot landscape buffer will be provided along the parcel boundaries that adjoins the site on the south and east of the parcel with the same zoning district assigned.

Section 2-2.1 of Chapter 2, Article 2 of the Design Standards Manual requires no less than fifteen (15) percent of the parcel to be landscaped. This development, with sixteen (16) feet of landscaped area along the south and east, and five (5) feet along the north and west, will meet that criterion.

Section 3-2.6(e) of the County’s Land Development Code includes location criteria for new non-residential uses within the LDMU zoning district that are not part of another development, or part of a PUD. At least one of the listed criteria for new non-residential uses proposed must be met. The neighborhood retail store to be located on this parcel will fulfill the location criteria pursuant to Section 3-2.6(e)(1), entitled “Proximity to Intersection.” Under this criterion, a new non-residential use proposed within the LDMU district that is not part of a predominantly residential development or a planned unit development shall be on a parcel that is located “along an arterial or collector street, and within 200 feet of an intersection with another arterial or collector.”

As previously noted, the project site for the proposed neighborhood-scale retail store is located at the intersection of W. Kingsfield Rd. and FL 297A. The Florida Department of Transportation Functional Classification Map for Escambia County dated May 19, 2014 shows that both of these roadways are officially classified as “Major Collector – URBAN”. Therefore, this development is consistent with the location criteria for new non-residential uses within the LDMU zoning district.

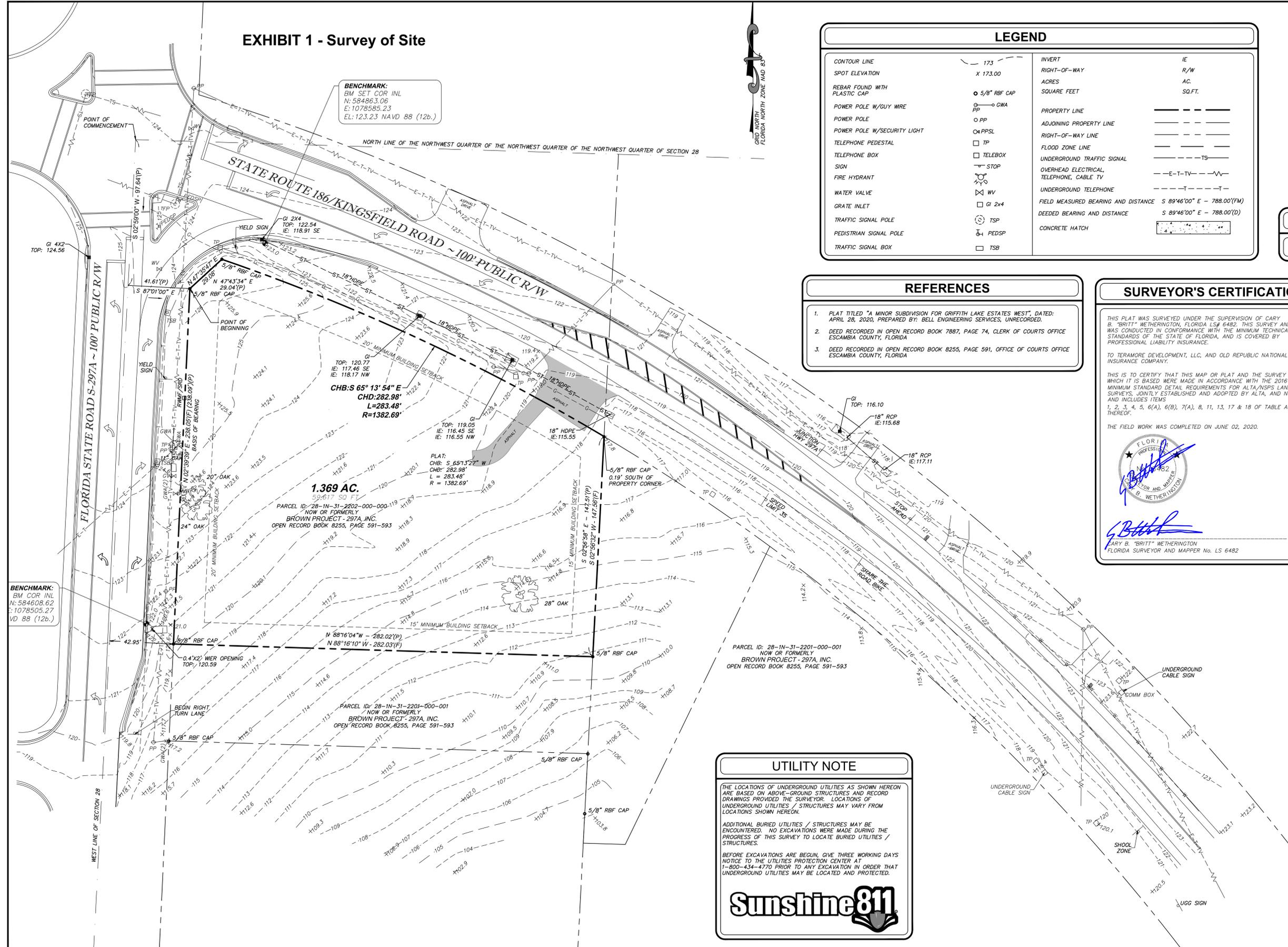
FINDINGS AND CONCLUSIONS

The proposed development of an 8,960-square foot retail store on a 1.37 acre vacant parcel located at the intersection of two collector roadways in unincorporated Escambia County will be compatible with the surrounding development. The proposed retail store will not result in any land use conflicts with the existing uses. No adverse impacts will be generated such as noise, smoke, exhaust, emissions, dust, adverse lighting, vibrations, or odors that would be detrimental to the existing surrounding uses or would otherwise disturb the quiet enjoyment of nearby residents. Additionally, the local residents will benefit from the location of this store with daily necessities and other common household items. This location will reduce vehicle trips and miles traveled on the roadways and reduce congestion by providing goods within a walkable or short driving distance to home.

Buffering surrounding the retail store will be installed, specifically to the east and south where the parcel boundary is not bordered by a roadway. Along the roadways additional landscaping will be incorporated into the development site. Setbacks greatly exceeding the minimum requirements of the LDMU zoning district are incorporated into the plan for development. The proposed retail store is considerably below the intensity allowed for this parcel with a LDMU zoning designation.

The proposed Dollar General retail store is consistent with and furthers the Goals, Objectives, and Policies of the Escambia County Comprehensive Plan and complies with the adopted requirements of the County's Land Development Regulations. The development of this store will not create a condition that will negatively impact the nearby residential uses over time. Finally, the location criteria of LDC Section 3-2.6(e) is met, where the site is located along a collector road.

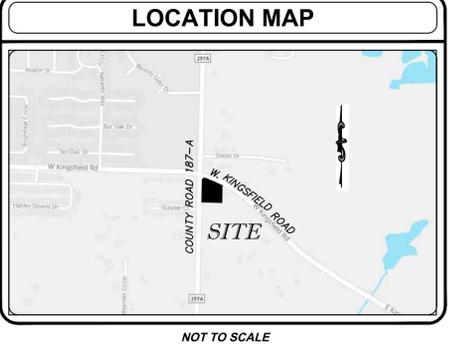
EXHIBIT 1 - Survey of Site



BENCHMARK:
 BM SET COR INL
 N: 584863.06
 E: 1078585.23
 EL: 123.23 NAVD 88 (12b.)

BENCHMARK:
 BM COR INL
 N: 584608.62
 E: 1078505.27
 VD 88 (12b.)

LEGEND	
CONTOUR LINE	173
SPOT ELEVATION	X 173.00
REBAR FOUND WITH PLASTIC CAP	○ 5/8" RBF CAP
POWER POLE W/GUY WIRE	○ GWA
POWER POLE	○ PP
POWER POLE W/SECURITY LIGHT	○ PPSL
TELEPHONE PEDESTAL	□ TP
TELEPHONE BOX	□ TELEBOX
SIGN	○ STOP
FIRE HYDRANT	⊗
WATER VALVE	⊗ WV
GRATE INLET	□ GI 2x4
TRAFFIC SIGNAL POLE	⊗ TSP
PEDESTRIAN SIGNAL POLE	⊗ PEDSP
TRAFFIC SIGNAL BOX	□ TSB
INVERT	IE
RIGHT-OF-WAY	R/W
ACRES	AC.
SQUARE FEET	SQ.FT.
PROPERTY LINE	---
ADJOINING PROPERTY LINE	- - - -
RIGHT-OF-WAY LINE	---
FLOOD ZONE LINE	---
UNDERGROUND TRAFFIC SIGNAL	---TS---
OVERHEAD ELECTRICAL, TELEPHONE, CABLE TV	---E-T-TV---
UNDERGROUND TELEPHONE	---T---
FIELD MEASURED BEARING AND DISTANCE	S 89°46'00" E - 788.00'(FM)
DEEDED BEARING AND DISTANCE	S 89°46'00" E - 788.00'(D)
CONCRETE HATCH	[Pattern]



LIST OF POTENTIAL ENCROACHMENTS
1. NO ENCROACHMENTS TO REPORT

- REFERENCES**
- PLAT TITLED "A MINOR SUBDIVISION FOR GRIFFITH LAKE ESTATES WEST", DATED: APRIL 28, 2020, PREPARED BY: BELL ENGINEERING SERVICES, UNRECORDED.
 - DEED RECORDED IN OPEN RECORD BOOK 7887, PAGE 74, CLERK OF COURTS OFFICE ESCAMBIA COUNTY, FLORIDA
 - DEED RECORDED IN OPEN RECORD BOOK 8255, PAGE 591, OFFICE OF COURTS OFFICE ESCAMBIA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

THIS PLAT WAS SURVEYED UNDER THE SUPERVISION OF CARY B. "BRITT" WETHERINGTON, FLORIDA LS# 6482. THIS SURVEY AND PLAT WAS CONDUCTED IN CONFORMANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE STATE OF FLORIDA, AND IS COVERED BY PROFESSIONAL LIABILITY INSURANCE.

TO TERAMORE DEVELOPMENT, LLC, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 8, 11, 13, 17 & 18 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON JUNE 02, 2020.

[Signature]
 CARY B. "BRITT" WETHERINGTON
 FLORIDA SURVEYOR AND MAPPER No. LS 6482

- PROJECT NOTES**
- TOTAL AREA IN TRACT = 1.369 ACRES.
 - THIS PROPERTY IS ZONED: LDMU
 FUTURE LAND USE: MU-S
 PROPERTY ADDRESS: 305 W. KINGSFIELD ROAD
 CANTONMENT, FL. 32533
 - SETBACKS ARE AS FOLLOWS:
 FRONT = 20'
 REAR = 15'
 SIDE = 10' ON EACH SIDE OF A GROUP OF ATTACHED TOWNHOUSES. ON EACH SIDE OF ALL OTHER STRUCTURES, 10% OF THE LOT WIDTH AT THE STREET R/W, WHICHEVER IS GREATER, BUT NOT TO EXCEED 15'.
 - THIS SURVEY WAS MADE USING A CARLSON CR2+ ROBOTIC TOTAL STATION TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS.
 - THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 201,639 FEET AND AN ANGULAR ERROR OF 0 DEGREES 00 MINUTES AND 03 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.
 - THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 340,621 FEET.
 - THERE IS NO KNOWN NATIONAL GEODETIC SURVEY MONUMENT WITHIN 500 FEET OF ANY POINT ON THE PROPERTY PLATTED, OR ANY POINT OF REFERENCE THEREON.
 - CERTAIN DATA SHOWN ON THIS PLAT WAS OBTAINED UTILIZING GPS (GLOBAL POSITIONING SYSTEMS). IT INCLUDES: BASIS OF BEARINGS, HORIZONTAL CONTROL, AND VERTICAL CONTROL. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A CHAMPION PRO GPS RECEIVER WITH A CARLSON RT3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A MOBILE DATA CONNECTION FROM THE FLORIDA PERMANENT REAL TIME NETWORK. THE TECHNIQUE USED WAS A RTK CORRECTED MEASUREMENTS FROM A TRIMBLE VRS REAL TIME NETWORK.
 - THIS PROPERTY IS IN FLOOD ZONE "X" AS PER FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, PANEL 280 OF 606, AS SHOWN ON MAP NUMBER 12033C0280G, WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006.
 ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
 - THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 - UTILITY LOCATE TICKET No. 00000 141000456-000, DATED: MAY 20, 2020.

UTILITY NOTE

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES / STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON.

ADDITIONAL BURIED UTILITIES / STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES / STRUCTURES.

BEFORE EXCAVATIONS ARE BEGUN, GIVE THREE WORKING DAYS NOTICE TO THE UTILITIES PROTECTION CENTER AT 1-800-434-4770 PRIOR TO ANY EXCAVATION IN ORDER THAT UNDERGROUND UTILITIES MAY BE LOCATED AND PROTECTED.

Sunshine811

JOB NUMBER:	20-6050	SURVEY DATE:	JUNE 02, 2020
DRAWN/CHECKED:	MDR/CFR	PLAT DATE:	JULY 07, 2020
SCALE:	1"=30'	REVISION DATE:	N/A
FIELD BOOK	FILE	FILE:	XXXXX

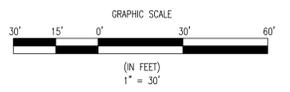
ALTA/NSPS LAND TITLE SURVEY

DOLLAR GENERAL - CANTONMENT, FLORIDA
 SECTION 28, TOWNSHIP 1 NORTH, RANGE 31 WEST
 CANTONMENT, ESCAMBIA COUNTY, FLORIDA

WATSON
 SERVICES, LLC
 SURVEYING, MAPPING & PLANNING

106 NORTH MAIN STREET
 BOSTON, GEORGIA 31626
 229-393-5834
 wxtonservices@gmail.com

FLORIDA PSM No. - LS 6482
 FLORIDA LB No. - LB 8367



UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL USE ONLY AND IS NOT VALID.

emc EMC ENGINEERING SERVICES, INC.

1344 US Hwy 19S, Suite A
 Leesburg, GA 31763
 Ph: (229) 435-6133
 Fax: (229) 439-7979
 alban@emc-eng.com
 www.emc-eng.com

CIVIL
 MARINE
 ENVIRONMENTAL

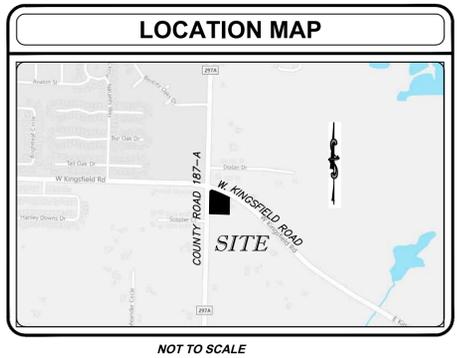
ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
 SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

Prepared for:
TERAMORE DEVELOPMENT, LLC.

PROJECT NO.:	20-6050	SHEET 1 OF 2	
DRAWN BY:	MDR		
DESIGNED BY:	-		
SURVEYED BY:	SDH		
CHECKED BY:	CFR		
SURVEY DATE:	06/02/2020	SCALE:	1" = 30'
DATE:	07/07/2020		

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 COMMITMENT NUMBER: 869442 COMMITMENT DATE: APRIL 02, 2020
 Schedule B, Part II, Exceptions

Item No.	Description	Surveyor's Comments
1.	DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.	NONE TO MY KNOWLEDGE
2.	a. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2020 AND SUBSEQUENT YEARS.	NOT A SURVEY RELATED ITEM
	b. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS.	NOT A SURVEY RELATED ITEM
	c. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND.	NO ENCROACHMENTS TO REPORT
	d. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS.	NONE TO MY KNOWLEDGE
	e. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS.	NOT A SURVEY RELATED ITEM
3.	ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS.	NOT A SURVEY RELATED ITEM
4.	ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY.	NOT A SURVEY RELATED ITEM
5.	RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES.	NOT A SURVEY RELATED ITEM
6.	ACTUAL ACREAGE CONTENT IS NEITHER INSURED NOR GUARANTEED.	ACREAGE SHOWN HEREON
7.	ALL MATTERS CONTAINED ON THE MINOR PLAT OF GRIFFIN LAKE ESTATES, AN UNRECORDED MINOR PLAT OF ESCAMBIA COUNTY, FLORIDA.	NO MATTERS TO REPORT



VESTING LEGAL DESCRIPTION WHITFIELD PARCEL

LOT 1 GRIFFIN LAKES MINOR PLAT, UNRECORDED, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 48506-2601; THENCE GO SOUTH 02 DEGREES 59 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 28 FOR A DISTANCE OF 661.64 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH WEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE GO SOUTH 88 DEGREES 16 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH WEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 44.79 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 279-A (100' R/W); THENCE GO NORTH 02 DEGREES 39 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID COUNTY ROAD 297-A FOR A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 39 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID COUNTY ROAD 297-A FOR A DISTANCE OF 239.43 FEET; THENCE GO NORTH 55 DEGREES 35 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 30.14 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF KINGSFIELD ROAD, COUNTY ROAD S-186 (100' R/W), SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1382.69 FEET; THENCE GO SOUTHEASTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 1382.69 FEET FOR AN ARC DISTANCE OF 279.84 FEET (DELTA = 11 DEGREES 35 MINUTES 46 SECONDS, CHORD BEARING= SOUTH 65 DEGREES 08 MINUTES 56 SECONDS EAST, CHORD DISTANCE= 279.37 FEET); THENCE GO SOUTH 02 DEGREES 56 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 147.51 FEET; THENCE GO NORTH 88 DEGREES 16 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 282.02 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.37 ACRES MORE OR LESS.

SURVEYED LEGAL DESCRIPTION

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE WEST QUARTER OF THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 48506-2601; THENCE GO SOUTH 02 DEGREES 59 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 28 FOR A DISTANCE OF 97.64 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 28; THENCE LEAVING SAID WEST LINE OF SECTION 28 GO SOUTH 87 DEGREES 01 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 41.61 FEET TO A 5/8" REBAR FOUND WITH CAP AT THE SOUTHWEST CORNER OF THE MITERED INTERSECTION OF THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 279-A (100' R/W) AND THE SOUTHERN RIGHT OF WAY OF STATE ROUTE 186/KINGSFIELD ROAD (100' R/W), SAID POINT BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING GO ALONG SAID MITER NORTH 47 DEGREES 35 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 29.08 FEET TO A 5/8" REBAR FOUND WITH CAP ON THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROAD 186/KINGSFIELD ROAD; THENCE GO ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROAD 186/KINGSFIELD ROAD AROUND A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 1382.69 FEET, AN ARC LENGTH OF 283.48, SUBTENDED BY A CHORD BEARING OF SOUTH 65 DEGREES 13 MINUTES 54 SECONDS EAST HAVING A CHORD DISTANCE 282.98 FEET TO A POINT; THENCE LEAVING THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 186/KINGSFIELD ROAD GO SOUTH 02 DEGREES 56 MINUTES 58 SECONDS WEST ALONG A COMMON PROPERTY LINE WITH BROWN PROJECT - 287A, INC. PROPERTY FOR A DISTANCE OF 147.56 FEET TO A 5/8" REBAR FOUND WITH CAP; THENCE GO NORTH 88 DEGREES 16 MINUTES 10 SECONDS WEST ALONG A COMMON PROPERTY LINE WITH BROWN PROJECT - 287A, INC. PROPERTY FOR A DISTANCE OF 282.03 FEET TO A 5/8" REBAR FOUND WITH CAP LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 297-A; THENCE GO NORTH 02 DEGREES 39 MINUTES 39 SECONDS EAST ALONG SAID EASTERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 238.05 FEET TO A 5/8" REBAR FOUND WITH CAP, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.369 ACRES.

SURVEYOR'S CERTIFICATION

THIS PLAT WAS SURVEYED UNDER THE SUPERVISION OF CARY B. "BRITT" WETHERINGTON, FLORIDA LS# 6482, THIS SURVEY AND PLAT WAS CONDUCTED IN CONFORMANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE STATE OF FLORIDA, AND IS COVERED BY PROFESSIONAL LIABILITY INSURANCE.

TO TERAMORE DEVELOPMENT, LLC, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 8, 11, 13, 17 & 18 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON JUNE 02, 2020.

[Signature]
 CARY B. "BRITT" WETHERINGTON
 FLORIDA SURVEYOR AND MAPPER No. LS 6482

Prepared for:
TERAMORE DEVELOPMENT, LLC.

PROJECT NO.: 20-6050
 DRAWN BY: MDR
 DESIGNED BY: -
 SURVEYED BY: SDH
 SURVEY DATE: 06/02/2020
 CHECKED BY: CFR
 SCALE: 1" = 50'
 DATE: 07/07/2020

SHEET
1
 OF 2

emc EMC ENGINEERING SERVICES, INC.
 1344 US Hwy 19S, Suite A
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 Ph: (229) 435-6133
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 albany@emc-eng.com
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ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
 SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

JOB NUMBER:	20-6050	SURVEY DATE:	JUNE 02, 2020
DRAWN/CHECKED:	MDR/CFR	PLAT DATE:	JULY 07, 2020
SCALE:	1"=200'	REVISION DATE:	N/A
FIELD BOOK	FILE	FILE:	XXXXX

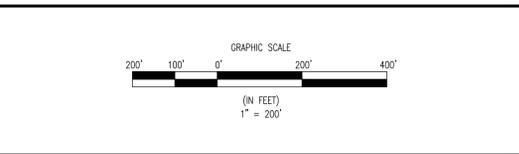
ALTA/NSPS LAND TITLE SURVEY

DOLLAR GENERAL - CANTONMENT, FLORIDA
 SECTION 28, TOWNSHIP 1 NORTH, RANGE 31 WEST
 CANTONMENT, ESCAMBIA COUNTY, FLORIDA

WXTON SERVICES, LLC
 SURVBYING, MAPPING & PLANNING

106 NORTH MAIN STREET
 BOSTON, GEORGIA 31626
 229-393-5834
 wxtonservices@gmail.com

FLORIDA PSM No. - LS 6482
 FLORIDA LB No. - LB 8367



UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL USE ONLY AND IS NOT VALID.



SCALE: 1" = 50'
(ON 11"x17")

LEGEND	
	EXISTING ASPHALT
	PROPOSED CONCRETE
	PROPOSED HD ASPHALT
	PROPOSED LD ASPHALT

PARKING REQUIREMENTS:
 TOTAL REQUIRED PARKING SPACES (COMMERCIAL RETAIL)
 3.5 SPACES PER 1,000 SF GFA:
 8,960 SF/1,000 * 3.5 SPACES = 31.4 (32 SPACES)
 TOTAL PARKING SPACES REQUIRED = 32
 TOTAL PARKING SPACES PROVIDED = 32
 STANDARD PARKING SPACES = 31
 H.C. PARKING SPACES = 2
 (1 H.C. / 25 SPACES)

SITE SPECIFIC INFORMATION:
 PROPERTY REFERENCE
 A.P.O. #28-1N-31-2202-000-000
 305 W KINGSFIELD ROAD
 CANTONMENT, FL
 1.36± AC (PENDING SUBDIVISION)
 ZONING: LDMU
 FUTURE LAND USE: MU-S
 EX LAND USE: MULTI-FAMILY

*RETAIL SALES IS A PERMITTED USE IN LDMU ZONING DISTRICT WITH A MAXIMUM GFA OF 6,000 SF. CONDITIONAL USE APPROVAL WOULD BE REQUIRED FOR GFA BETWEEN 6,000 SF AND 35,000 SF.

CITY STATE - STREET
 CORNER OF KINGSFIELD ROAD & CR 297A
 ESCAMBIA COUNTY, FLORIDA

PRELIMINARY SITE PLAN	DEVELOPER	DESIGNER	DATE
PROTOTYPE: 8,960 (±) WF	COMPANY: TERAMORE DEVELOPMENT	BELL ENGINEERING SERVICES, LLC	02/25/20
BLDG SF/SALES: 8,960/7,358	NAME: JOSH HUFSTETLER	JENNIFER D. BELL, P.E.	04/10/20
ACREAGE: 1.37± AC	PHONE: (221) 516-4289	PHONE: (850) 723-7185	04/14/20
PARKING SPACES: 32			

EXHIBIT 2 - Site Plan



- GENERAL NOTES:
1. PRELIMINARY BOUNDARY BASED ON INFORMATION OBTAINED FROM THE ESCAMBIA COUNTY GIS WEBSITE, ESCAMBIA COUNTY PROPERTY APPRAISER'S WEBSITE AND GOOGLE EARTH AND SHALL BE USED FOR ILLUSTRATIVE PURPOSES ONLY.
 2. THIS PLAN SHALL NOT BE INTENDED TO CERTIFY THE ACCURACY OF EXISTING SURFACE OR SUBSURFACE CONDITIONS. ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SHOULD BE VERIFIED BY ACTUAL BOUNDARY AND TOPOGRAPHICAL SURVEY.
 3. PROPOSED ACCESS LOCATIONS SHALL BE APPROVED BY REGULATORY AGENCIES HAVING JURISDICTION.

**Recorded in Public Records 3/2/2020 8:52 AM OR Book 8255 Page 591,
Instrument #2020018292, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$1,995.00**

Prepared by and return to:
Tina M. Wiles

Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223
File Number: 19-14113
Will Call No.: SF

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27th day of February, 2020 between **Gloria J. Griffith and Glenda Weekley and Dennis M. Griffith and Clifford C. Griffith** whose post office address is **3391 Wild Turkey Rd., Cantonment, FL 32533**, grantor, and **Brown Project - 297A, Inc., a Florida Corporation** whose post office address is **2560 S Hwy 95A, Cantonment, FL 32533**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

That portion of the East ½ of the Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 28, Township 1 North, Range 31 West, Escambia County, Florida lying South of the County Road known as King's Field Road, containing 2 1/2 Acres more or less.

AND

The West ½ of the Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 28, Township 1 North, Range 31 West, Escambia County, Florida, lying South of the County Road known as King's Field Road, containing 5 Acres more or less.

Parcel ID: 281N31220200000 & 281N31220100001

Parcel Identification Number:

***This is not the constitutional homestead of Gloria J. Griffith and Glenda Weekley and Dennis M. Griffith and Clifford C. Griffith, grantors.**

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

DoubleTime®

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

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Tina M. Wiles

[Signature] (Seal)
Glenda Weekley

[Signature]
Witness Name: Tina M. Wiles

[Signature] (Seal)
Gloria J. Griffith

[Signature]
Witness Name: Amanda Sue Baker

[Signature] (Seal)
Dennis M. Griffith

[Signature]
Witness Name: Sarah Foster

[Signature] (Seal)
Clifford C. Griffith

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 27th day of February, 2020 by Glenda Weekley and Glorida J. Griffith, who [] are personally known or [X] have produced a driver's license as identification.

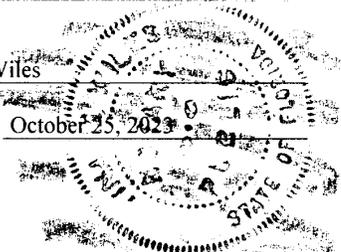
[Notary Seal]



[Signature]
Notary Public

Printed Name: Tina M. Wiles

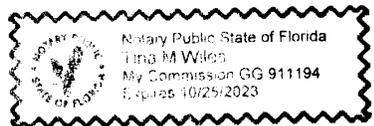
My Commission Expires: October 25, 2023



State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 27th day of February, 2020 by Dennis M. Griffith and Clifford C. Griffith, who [] is personally known or [X] has produced a driver's license as identification.

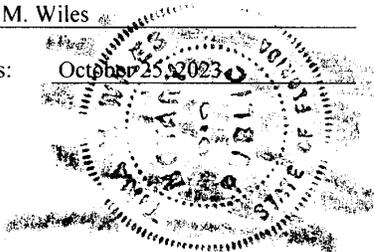
[Notary Seal]



[Signature]
Notary Public

Printed Name: Tina M. Wiles

My Commission Expires: October 25, 2023



**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers 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 Ordinance 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 a 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.

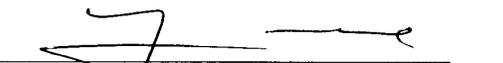
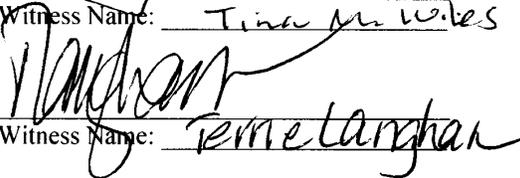
Name of roadway: Kingsfield Road
Legal Address of Property: 300 Blk & 305 W. Kingsfield Rd., Cantonment, FL 32533

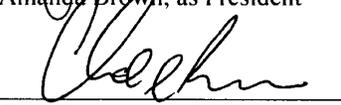
The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Emerald Coast Title
811 North Spring Street
Pensacola, FL 32501

Witness to Buyer(s):

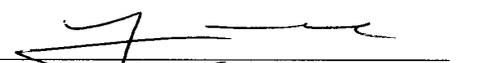
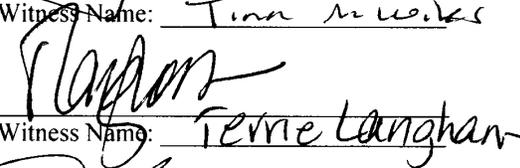
AS TO BUYER (S):

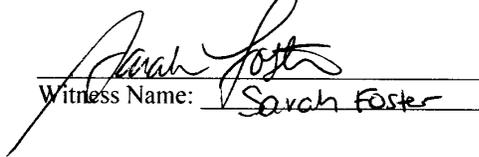

Witness Name: Tina M. Wiles

Witness Name: Terrie Langham

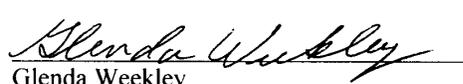
Brown Project - 297A, Inc., a Florida Corporation
By: 
Amanda Brown, as President
By: 
Chad Brown, as Vice President

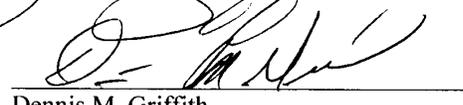
Witness to Seller(s):

AS TO SELLER (S):


Witness Name: Tina M. Wiles

Witness Name: Terrie Langham

Witness Name: Amanda Sue Baker

Witness Name: Sarah Foster


Glenda Weekley

Gloria J. Griffith

Dennis M. Griffith

Clifford C. Griffith