AGENDA ESCAMBIA COUNTY BOARD OF ADJUSTMENT October 15, 2014–8:30 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 witnesses.
- 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 the September 17, 2014 Resume Minutes.

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

- 1.
 Case No.:
 CU-2014-03

 Address:
 14000 Blk. River Road

 Request:
 To Split Lots Within a Platted Subdivision

 Requested by:
 Tom Hammond, P.E., Agent for Ono River, LLC
- Case No.: EX-2014-02
 Address 13571 Perdido Key Dr.
 Request: Development Order Extension
 Requested By: Clint Geci, P.E., Agent for Paradise Island Venture, LLC
- Case No.: V-2014-11
 Address: 3012 Barrancas Ave.
 Request: Zero Side Setbacks
 Requested By: E. Dean Dalrymple, Agent for Carolyn L. Patterson
- 7. Discussion Items.
- 8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, November 19, 2014 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

Attachments

Draft Resume 09-17-14 Meeting



RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD September 17, 2014

> CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE, BOARD CHAMBERS PENSACOLA, FLORIDA (8:30 A.M. – 9:51 A.M.)

- Present: Auby Smith Bobby Price, Jr. Bill Stromquist Frederick J. Gant Jennifer Rigby Paul White, Jr.
- Absent: Kevin White
- Staff Present: Kristin Hual, Assistant County Attorney Horace Jones, Interim Director, Development Services Andrew Holmer, Senior. Planner, Planning & Zoning Juan Lemos, Senior Planner, Planning & Zoning John Fisher, Urban Planner, Planning & Zoning Debbie Lockhart, Administrative Assistant

REGULAR BOA AGENDA

- 1. The meeting was called to order at 8:30 a.m.
- 2. Staff was sworn in and accepted as expert witnesses.
- 3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.

Motion by Vice Chairman Bobby Price, Jr., Seconded by Bill Stromquist Motion was made to accept the BOA Meeting Package with the Development Services Staff Findings-of-Fact into evidence.

Vote: 6 - 0 Approved

Other: Kevin White (ABSENT)

4. Proof of Publication and waive the reading of the legal advertisement.

Motion by Vice Chairman Bobby Price, Jr., Seconded by Bill Stromquist Motion was made to accept Proof of Publication and waive the reading of the legal advertisement.

Vote: 6 - 0 Approved Other: Kevin White (ABSENT)

5. Approval of the July 16, 2014 Board of Adjustment Resume Minutes.

Motion by Vice Chairman Bobby Price, Jr., Seconded by Bill Stromquist Motion was made to approve the July 16, 2014 Resume' Minutes.

Vote: 6 - 0 Approved

Other: Kevin White (ABSENT)

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

Case No.: V-2014-10
 Address: 5284 Pale Moon Dr.
 Request: Shoreline Setback
 Requested by: William R. & Katherine A. McCabe

No BOA member acknowledged any ex parte communication regarding this item. No BOA member acknowledged visiting the site. No BOA member refrained from voting on this matter due to any conflict of interest.

Motion by Vice Chairman Bobby Price, Jr., Seconded by Bill Stromquist Motion was made to accept Staff Findings-of-Fact and approve the Variance as requested.

Vote: 6 - 0 Approved Other: Kevin White (ABSENT)

2. Case No.: V-2014-11

Address: 3012 Barrancas Ave. Request: Zero Side Setbacks Requested by: E. Dean Dalrymple, Agent for Carolyn L. Patterson

No BOA member acknowledged any ex parte communication regarding this item. No BOA member acknowledged visiting the site. No BOA member refrained from voting on this matter due to any conflict of interest.

Motion by Paul White, Jr., Seconded by Chairman Auby Smith Motion was made to continue this Variance case to the October 15, 2014 BOA meeting.

Vote: 6 - 0 Approved

Other: Kevin White (ABSENT)

- 7. Discussion Items.
- 8. Old/New Business.
- 9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, October 15, 2014 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. The meeting adjourned at 9:51 a.m.

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Board of Adjustment	
Meeting Date:	10/15/2014
CASE:	CU-2014-03
APPLICANT:	Tom Hammond, P.E., Agent for Ono River, LLC
ADDRESS:	River Rd.
	14-3S-32-1001-000-149
PROPERTY REFERENCE NO.:	14-3S-32-1001-000-150
	R-2PK, Residential
ZONING DISTRICT:	District (Perdido Key)
	MU-PK, Mixed-Use
FUTURE LAND USE:	Perdido Key
OVERLAY DISTRICT:	N/A

SUBMISSION DATA:

REQUESTED CONDITIONAL USE:

The Applicant is seeking Conditional Use approval to split lots within a platted subdivision. (Gulf Beach Subdivision, PB 4 PG 52)

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section:4.05.00.C

C. Division of lots within a subdivision. Where further division of an approved lot is not prohibited by any restriction found on the face of a recorded plat, division of an approved lot within a recorded subdivision must meet the density and width provisions of article 6 and must receive conditional use approval by the Board of Adjustment. This is not to preclude a shifting of lot lines that does not create additional lots.

CRITERIA:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 2.05.03

CRITERION (1)

On-site circulation. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, on-site parking and loading, and access in case of fire or catastrophe.

FINDINGS-OF-FACT

The proposed lots will front River Rd. and have right-of-way access. On-site circulation will be the same as with other residential lots.

CRITERION (2)

Nuisance. Adverse impact such as noise, glare, smoke, odor or other harmful effects (electrical interference, hazardous materials, etc.) of the conditional use on adjoining properties and properties generally in the District.

FINDINGS-OF-FACT

There are no anticipated nuisances associated with this Conditional Use.

CRITERION (3)

Solid Waste. Refuse and service areas with particular reference to concurrency requirements and items (1) and (2) above.

FINDINGS-OF-FACT

Solid waste service will be provided by the property owners through Emerald Coast Utilities Authority (ECUA).

CRITERION (4)

Utilities. Utilities with reference to concurrency requirements, location, availability and compatibility with surrounding land uses.

FINDINGS-OF-FACT

All necessary utilities are in place along River Rd. and the developer will tie in to the existing systems.

CRITERION (5)

Buffers. The buffer may be a landscaped natural barrier, a natural barrier or a landscaped or natural barrier supplemented with fencing or other man-made barriers, so long as the function of the buffer and the intent of Policy FLU 1.1.9 of the Comprehensive Plan and the provisions of Section 7.01.06 of the Land Development Code are fulfilled.

FINDINGS-OF-FACT

While buffering is not necessary for this project, the wetlands on site will act as buffers from the adjacent properties to the north and south.

CRITERION (6)

Signs. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the District.

FINDINGS-OF-FACT

No signs are proposed with this project.

CRITERION (7)

Environment impact. Impacts to protected trees, wetlands, water bodies, stormwater management or other natural features of the subject parcel.

FINDINGS-OF-FACT

The subdivision of these lots is under review by the Development Review Committee and will need to meet all aplicable environmental regulations.

CRITERION (8)

Neighborhood impact. General compatibility with adjacent properties and other property in the immediate area.

FINDINGS-OF-FACT

The project as proposed will be compatible with the surrounding area and uses.

CRITERION (9)

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

FINDINGS-OF-FACT

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

STAFF RECOMMENDATION

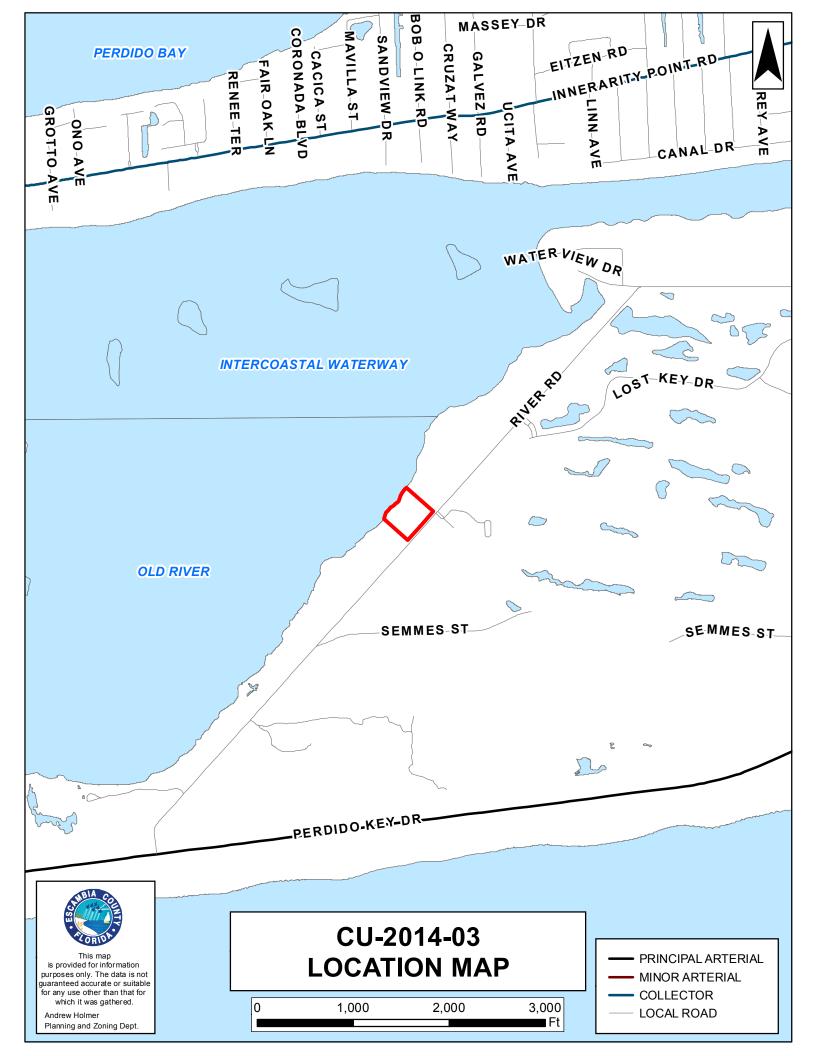
Staff finds that the application does meet all of the required criteria and approval of the request is recommended.

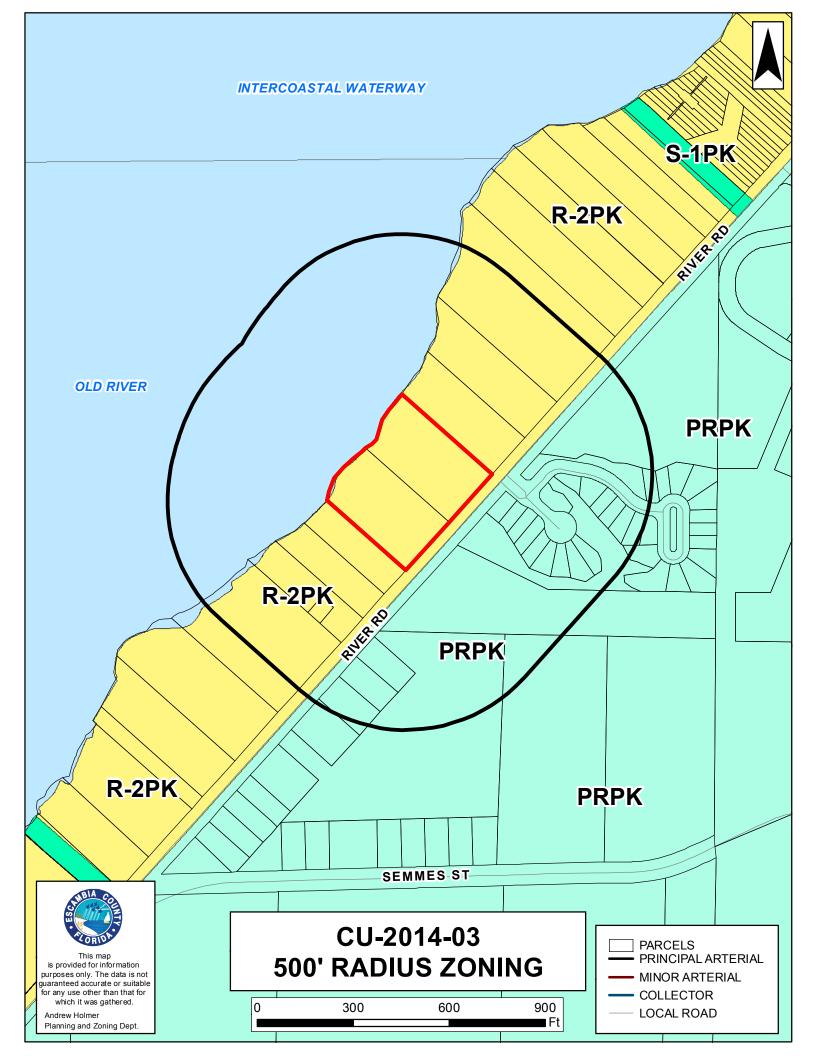
BOARD OF ADJUSTMENT FINDINGS:

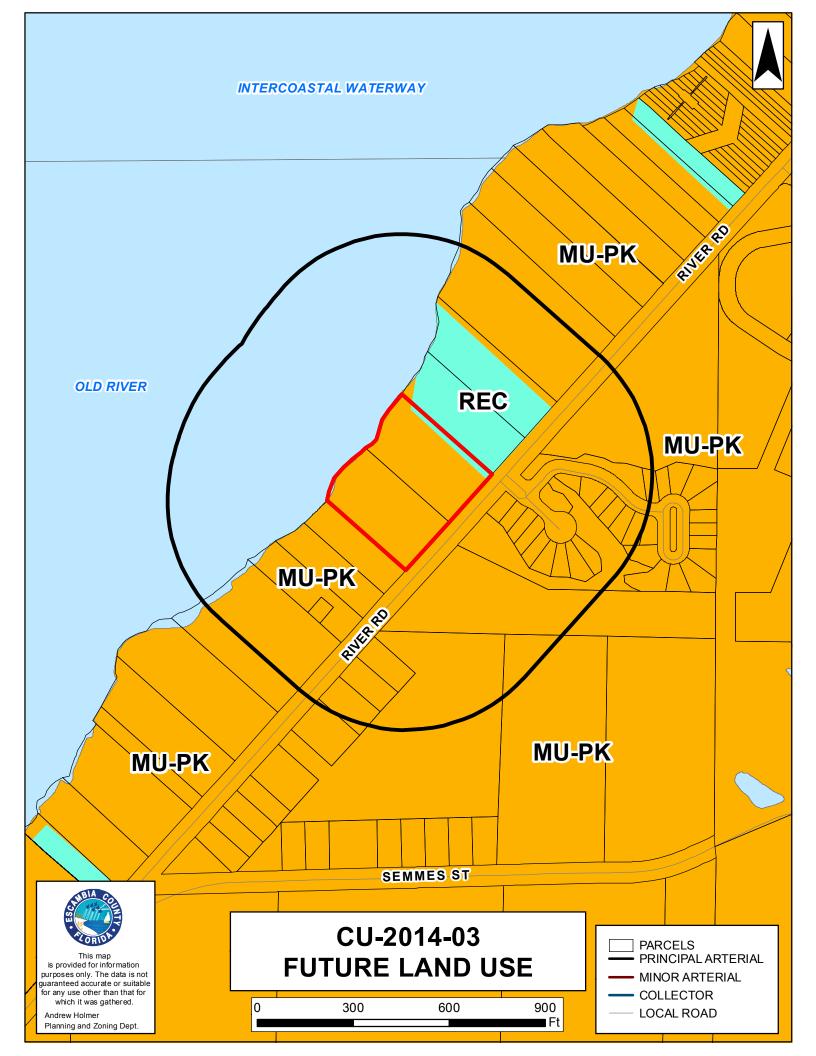
Attachments

CU-2014-03 Working Case File

CU-2014-03











HAMMOND ENGINEERING, INC. Florida Certificate of Authorization No. 9130 Alabama Certificate of Authorization No. 3277

September 22, 2014

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Mr. Drew Homer Escambia County Development Services 3363 West Park Place Pensacola, Florida 32505

Reference: Ono River Un-platted Subdivision 14-38-32-1001-000-149 14-38-32-1001-000-150 HEI Project No. 14-041

Dear Drew:

The owner of the above referenced parcels wishes to divide them into four (4) parcels. The parcels will be used for single family residential lots. The existing lots are previously platted lots, so the proposed subdivision requires conditional use approval. We request a hearing before the Board of Adjustment and approval of this conditional use request based on the following:

Conditional Use Criteria

1. **On-site circulation** The proposed use will not impede on-site circulation. The attached site plan shows the proposed lot dimensions. All four (4) proposed lots will front up on River Road. The plans have been submitted to Escambia County DRC and there were no comments issued concerning on-site circulation.

2. Nuisance The proposed use will be single family residential residences. The proposed use will not create noise, glare, smoke, odor or harmful effects to any extent that would exceed allowable uses under the current zoning designation.

3. Solid Waste The proposed single family residential lots will each have its own solid waste container. Solid waste disposal service will be provided by the ECUA.

4. Utilities Potable water and sanitary sewer infrastructure is in place along River Road. The provider is the ECUA and any development of the lot which requires these services will be required to tie into the existing ECUA systems.

5. Buffers The proposed conditional use will allow the division of two (2) Residential zoned (R-2PK) lots into four residential lots. The existing parcels are adjoined by a residence to the south and a vacant parcel to the north. There are existing jurisdictional wetlands that are to remain located along both the north and south property lines providing a natural buffer that exceeds the buffer requirements required by residential development and the parcels zoning designations.

6. Signs There is no signage proposed for the project.

7. Environmental Impact The proposed conditional use will allow the owner to divide two (2) existing residentially zoned parcels into four (4) residentially zoned parcels. There are jurisdictional wetlands on the property. The project plan has been submitted for DRC review and we have Environmental Permitting's signature on the disposition sheet documenting their approval of the proposed plan. Stormwater treatment will likely be provided through swales or vegetative natural buffers.

8. Neighborhood Impact The proposed conditional use will allow the owner to divide two (2) SFR zoned lots into four (4) SFR zoned lots. The immediate surrounding area to the southwest is developed as single family residences. The proposed conditional use does not negatively impact adjacent properties or propertied in the immediate area.

9. Other requirements of the code We have submitted the project as an unplatted subdivision to the Escambia County Development Review process and have received their comments. We will revise the plans per DRC comments and submit for Final Comparison should this conditional use be approved. No other requirements are required at this time according to staff

We appreciate your assistance in this matter. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE President

APPLICATION

Please check application type:	Conditional Use Request for: Division of Platted Lots LDC 4.05.00(c)
Administrative Appeal	□ Variance Request for:
Development Order Extension	Rezoning Request from: to:

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Ono River, LLC	Phone: 850.501.7800

Address: 4120 Aiken, Pensacola, FL 32503 Email: matthewpair@yahoo.com

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: River Road-No street number assigned

Property Reference Number(s)/Legal Description: 14-3S-32-1001-000-149 & 14-3S-32-1001-000-150

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

Signature of Owner/Agent	Iom Janmons Printed Name Owner/Agent MATT PAIR	9/29/14 Date 9/29/14
Signature of Owner	Printed Name of Owner	Date
STATE OF Florida	_ COUNTY OF _ Escambia	
The foregoing instrument was acknowledged before r	me this <u>29</u> day of <u>September</u>	20 <u> '</u> ,
Personally Known OR Produced Identification .	Type of Identification Produced:	R. SIEG MY COMMISSION # EE 146400 EXPIRES: December 1, 2015 Bonded Thru Budget Notary Services
(notary seal must be affixed)		
FOR OFFICE USE ONLY CASE N	UMBER: <u>CU-2014-03</u>	
Meeting Date(s):/D - 15 - 14	Accepted/Verified by: D. Kakhant / f	H Date:09-2-514
Fees Paid: \$1210.50 Receipt #: 6187 2	<u>R5</u> Permit #: <u>PBA 14 dqc</u>	0015

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at Rive	r Road	
Florida, property reference number(s) <u>14-</u>	3S-32-1001-000-149 & 14-3S-32-100	01-000-150
I hereby designate Hammond Engineeri	ng, Inc.	for the sole purpose
of completing this application and making	a presentation to the:	
Planning Board and the Board of Coun referenced property.	ty Commissioners to request a rezoning	g on the above
Board of Adjustment to request a(n)	WOMENAL (45 on the abo	ve referenced property.
This Limited Power of Attorney is granted, and is effective until the Boar		
rendered a decision on this request and a	ny appeal period has expired. The own	er reserves the right to
rescind this Limited Power of Attorney at a	any time with a written, notarized notice	to the Development
Services Bureau.		
Agent _{Name:} Thomas G. Hammond Address: 3802 North S Street, Pens		
Signature of Property Owner	MARF PAIR Printed Name of Property Owner	9/29/14 Date
Signature of Property Owner	Printed Name of Property Owner	Date
STATE OF Florida The foregoing instrument was acknowledged before by Matt Pair Personally Known OR Produced Identification		20 <u>_14_</u> ,
Signature of Notary	Printed Name of Notary	(Notary Seal) R. SIEG MY COMMSSION # EE 146400 EXPIRES: December 1, 2015 Bonded Thru Budget Notary Services

PURCHASE AGREEMENT (River Road Waterfront Lots, Escambia County, Florida)

This Purchase Agreement is dated August ____, 2014 and is between REO Funding Solutions III, LLC, a Georgia limited liability company ("Seller"), and Matthew Pair ("Buyer").

1. Purchase and Sale. Buyer agrees to purchase and Seller agrees to sell the land in Escambia County, Florida that consists of 2 lots that are legally described in Exhibit A to this Agreement, together with all improvements and fixtures on or attached to that land and all rights that are appurtenant to that land, and together with Seller's interest in all warranties, guaranties, and indemnities related to the land (the "Property").

2. Purchase Price. The purchase price for the Property is U.S. \$525,000 in immediately available funds.

3. Earnest Money. Buyer agrees to deposit \$1,000 as nonrefundable earnest money into escrow with Calloway Title & Escrow, LLC, 4170 Ashford Dunwoody Road, Suite 285, Atlanta, Georgia 30319 within 2 business days after the date of this Agreement. The escrow agent will hold the earnest money in escrow. This Agreement constitutes the only escrow instructions to the escrow agent. The escrow agent may, but is not obligated to, invest the earnest money in an interest-bearing account at an FDIC-insured financial institution. All interest earned, if any, is part of the earnest money. The earnest money is nonrefundable to Buyer, except in the event Seller defaults under this Agreement. The earnest money will be applied to the purchase price and will be paid to Seller at closing. If Buyer does not deposit the earnest money with the escrow agent within 2 business days after the date of this Agreement, Seller may terminate this Agreement by written notice to Buyer.

4. Title Review. Buyer will order a current title commitment from the escrow agent. Buyer may also obtain a current survey of the Property. Buyer must give Seller written notice of any objections Buyer has to the marketability or insurability of title to the Property 'before the "Contingency Deadline", as Section 7 defines that term. Buyer waives any title objections it does not make in writing to Seller before the Contingency Deadline, except that Buyer may object after the Contingency Deadline to any matter that is first created or added to the title commitment after the Contingency Deadline that affects the marketability or insurability of title by giving Seller an additional title objection notice promptly after Buyer learns of the new matter. Seller may, but has no obligation to, cure any or all of Buyer's title objections, with the sole exception that Seller agrees to remove all security deeds, mortgages, deeds of trust, tax liens, and mechanics' liens for obligations that first became due after Seller acquired the Property. Seller will be deemed to have refused to cure each title objection Buyer makes unless Seller agrees to cure it by written notice to Buyer within 5 business days after Seller receives the title objection. If Seller refuses or is deemed to have refused to cure any title objection. Buyer may, as its sole right or remedy, terminate this Agreement by written notice to Seller within 5 business days after Seller refuses or is deemed to have refused to cure the title objection. If Buyer does not terminate this Agreement within 5 business days after Seller's refusal or deemed refusal to cure, Buyer will be deemed to have waived the title objection or objections.

5. Due Diligence Materials. To the extent they exist and Seller has them in its

possession or control, Seller agrees to deliver to Buyer, within 5 business days after the date of this Agreement, copies of its owner's policy or policies of title insurance for the Property; any existing survey or surveys of the Property; any environmental report; and any plans, plats, and site plans for the subdivision or the Property. Seller does not represent that any information in any of any of these materials is accurate or complete and Buyer agrees not to rely on any information in these materials as accurate or complete.

6. Buyer's Inspection. Buyer and its contractors may enter the Property to inspect and survey and to do a Phase I environmental site assessment and soil tests. But Buyer agrees not to test for hazardous materials without Seller's written consent, which Seller may withhold for any reason. Buyer agrees to pay for all tests and inspections when due. Buyer agrees to repair all damage that results from its entry on and inspection of the Property and to return the Property to a condition at least as good as before the tests or inspections began. Buyer agrees to indemnify and defend Seller against all demands and claims that result from Buyer's investigations, including reasonable attorney fees. If this Agreement is terminated or cancelled, Buyer agrees to deliver to Seller, within 10 days after the termination, copies of all environmental reports, soil reports, permit applications, site plans, and other due diligence documents Buyer obtains or receives with respect to the Property. This Section will survive the termination of this Agreement.

7. Contingency Deadline, Buyer's Right to Terminate. Buyer may, in its sole and absolute discretion, terminate this Agreement by written notice to Seller before 5:00 pm Atlanta time on the 30th day after the date of this Agreement (the "Contingency Deadline"), and if it does so, neither party will have any further rights, obligations, or liabilities under this Agreement except those that survive termination. Buyer will not receive the earnest money back upon termination of this Agreement prior to the Contingency Deadline.

8. Closing. Seller and Buyer agree to close the sale of the Property on the 15th day after the Contingency Deadline.

9. Seller's Closing Deliveries. At or before closing, Seller agrees to sign and deliver the following to the escrow agent, which the escrow agent will hold in escrow until all conditions to Seller's obligation to close have been satisfied: (i) a Special Warranty Deed on the form in Exhibit B; (ii) a seller's affidavit on the form in Exhibit C; (iii) a non-foreign affidavit on the form in Exhibit D; (iv) a Certificate of Authority in the form in Exhibit E, but Seller has no obligation to deliver a copy of any of its organizational documents or any other evidence of authority; (v) a closing statement; and (vi) any other documents the escrow agent, the title company, or Buyer reasonably requires to close. Seller will deliver possession of the Property to Buyer on the closing date.

10. Buyer's Closing Deliveries. At or before closing, Buyer agrees to deliver each of the following to the escrow agent, which the escrow agent will hold in escrow until all conditions to Buyer's obligation to close have been satisfied or waived: (i) the full purchase price, with credit for the earnest money and plus or minus the adjustments and prorations for which this Agreement provides; (ii) the closing statement; (iii) reasonable documentation of Buyer's existence and authority to the extent reasonably required by the escrow agent or the title company to close; and (iv) any other documents the escrow agent, the title company, or Seller

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reasonably requires to close.

11. Closing Costs. Seller agrees to pay the title exam fees for the title commitment and the cost of preparing the title commitment, the documentary stamp taxes due in connection with filing the deed, half of the escrow agent's escrow charges, half of the title company's closing costs, and its own attorney fees. Buyer agrees to pay the premium for its title insurance policy, all charges for any endorsement to its title insurance policy, all recording costs, all costs related to financing Buyer's purchase of the Property, the cost of any survey, environmental report, and appraisal that Buyer orders, one-half of the escrow agent's escrow charges and the title company's closing costs, and its own attorney fees.

12. Prorations. Seller agrees to pay all unpaid ad valorem property taxes and installments of special assessments due with respect to the Property for all years before the year in which closing occurs. All ad valorem property taxes and installments of special assessments for the Property due in the year of closing will be prorated as of the closing date. The proration of property taxes and special assessments will be based on the assessed valuation and tax rate figures for the year of closing are not available on the closing date, the proration will be made using figures from the preceding year. The parties will prorate at closing any other dues, assessments, and charges that are due with respect to the Property for the year of closing, based upon amounts reasonably available to the parties before closing or, if the amounts are not reasonably available, based on the preceding year's charges. The proration of real property taxes, special assessments, and other charges will be final and not subject to re-adjustment after closing. If Seller has prepaid sewer or water tap fees, impact fees, or similar fees for the Property, Buyer will purchase the prepaid fees at the closing at the then-market rate.

13. Operation before Closing. Until the closing or the termination of this Agreement, Seller agrees not to rent, lease, transfer, lien, mortgage, pledge, or convey any of the Property.

14. Seller's Representations. Seller warrants to Buyer that Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia; that Seller has full right, power, and authority to enter into this Agreement and sell the Property to Buyer under this Agreement; that Seller is not a party to any agreement that would prohibit Seller from selling the Property to Buyer under this Agreement; and that Seller owns fee title to the Property.

15. Buyer's Representations. Buyer represents that Buyer has the full right, power, and authority to enter into this Agreement and purchase the Property under this Agreement; and that Buyer is not purchasing the Property for investment with indefinite plans for re-sale.

16. "As-Is". Buyer acknowledges that Seller is not a developer, that Seller did not develop the subdivision, and that Seller acquired the Property from a lender who foreclosed on the Property. Buyer agrees that Seller has no duty to perform any construction or development work in or with respect to the Property or any other part of the subdivision and that Seller has no duty to complete, correct, or satisfy any uncompleted obligations or conditions that apply to the development of the Property or any other part of the subdivision. Except for Seller's

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representations in this Agreement, Seller disclaims all warranties and representations, express or implied, written or oral, statutory or otherwise. Except for Seller's agreements in this Agreement, Buyer waives all claims against Seller based in any way on: (i) the nature, quality, or condition of the Property or any other part of the subdivision or any improvements on or that serve the Property or any other part of the subdivision; (ii) any failure of the Property or of any other improvements within or that serve the subdivision to be complete or to comply with any applicable law or any recorded declaration, or to otherwise be suitable for constructing homes or for any other particular purpose; (iii) the suitability of any lot within the Property for building homes or any other improvements on, including, without limitation, the availability of building permits and any other necessary authorizations or approvals, the availability of sewer or water services, the suitability of the lots for private wells or septic systems, the availability of utility services, or the condition of the soils; or (iv) the failure of any lot or other part of the Property or the subdivision, including any improvements, or their operation, to comply with any laws, rules, ordinances, or regulations. Buyer agrees to accept possession of the Property, and to close on the purchase of the Property, "as-is", "where-is", and with all faults, with no right of setoff against or reduction in the purchase price for any defects or inadequacies.

17. Seller's Default. If Seller defaults under this Agreement and does not cure the default within 10 business days after written notice of the default, Buyer may, at Buyer's sole option, as Buyer's sole and exclusive right and remedy for the default, do one of the following: (i) terminate this Agreement and receive back the earnest money plus \$500 as full, fixed, and liquidated damages, in which case neither party will have any further rights, obligations, or liabilities under this Agreement except those that survive termination; or (ii) enforce specific performance in a lawsuit filed within 30 days after the default. Buyer's failure to exercise one these remedies within the required time waives the default and all of Buyer's rights and remedies with respect to that default.

18. Buyer's Default. If Buyer defaults in its obligation to close under this Agreement, Seller may, as Seller's sole and exclusive right and remedy for that default, terminate this Agreement and receive the earnest money as full, fixed, and liquidated damages for Buyer's failure to close, and neither party will have any further rights, obligations, or liabilities under this Agreement except those that survive termination. Seller and Buyer agree that the actual damages Seller would incur from Buyer's default on its obligation to close would be extremely difficult to calculate or establish on the date of this Agreement and agree that the earnest money is reasonable compensation to Seller for that default.

19. Broker Commissions. Seller is represented by Realty House Commercial Properties, Inc. and Buyer is represented by Pair and Hayward Properties, Inc. in connection with this Agreement. If the closing occurs, Seller agrees to pay a 3.5% commission to Seller's broker and a 2.5% commission to Buyer's broker. No commission or other brokerage fee will be due or payable if the closing does not occur. Each of Seller and Buyer represents to the other that, except as described above in this Section, it has not engaged, used, or entered into any agreement with any real estate broker, agent, finder, or any other party who could claim a commission or other payment in connection with this Agreement. Each of Seller and Buyer agrees to indemnify and defend the other from all loss, claims, costs, and expenses, including reasonable attorney fees caused by a breach of its representations in this Section.

Condemnation and Casualty. If any governmental authority delivers written 20. notice of a proposed condemnation of all or any part of the Property, or if any casualty materially damages the Property, Seller will give Buyer prompt written notice. If the proposed condemnation or the casualty will materially decrease the value of the Property, Buyer may, as its sole and exclusive right and remedy, either: (i) close without any adjustment to the purchase price, in which case Seller will assign all of its interest in any condemnation and casualty insurance proceeds to Buyer, less any amounts Seller has paid out of pocket for the repair of any casualty or condemnation damage; or (ii) terminate this Agreement by written notice to Seller within 10 business days after notice of the condemnation or casualty damage, in which case the escrow agent will return the earnest money to Buyer and neither party will have any further rights, obligations, or liabilities under this Agreement except those that survive termination. If any condemnation or casualty occurs that will not materially decrease the value of the Property, Seller will assign all of its interest in any condemnation and casualty insurance proceeds to Buyer. Seller has no obligation to repair or restore any casualty damage to the Property. Each of Seller and Buyer waives the Uniform Vendor and Purchaser Risk Act to the extent it is inconsistent with this Section.

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21. Notices. All notices in connection with this Agreement must be in writing and will be effective and delivered on the date sent by email to the email addresses of all of the recipient's notice parties listed below, if sent during normal business hours on a business day in Atlanta, Georgia, and otherwise on the next business day, except that if a notice party does not have an email address listed below, or if an email to a notice party is undeliverable, notice to that notice party will effective and delivered: (i) on the date personally delivered to the notice party's street address; (ii) on the date mailed by certified or registered mail postage prepaid, return receipt requested, to the notice party's street address; or (iii) on the date sent for next business day delivery by a nationally-recognized delivery service such as Federal Express or United Parcel Service to the notice party at its street address. Seller's and Buyer's notice parties and their addresses are:

Seller's notice parties:

David M. Edwards Turnstone Group LLC Suite 1775 3424 Peachtree Road, NE Atlanta, GA 30326 dedwards@turnstonegroup.com

Steven C. Cox Fabyanske, Westra, Hart & Thomson, PA Suite 2600 333 South Seventh Street Minneapolis, MN 55402 scox@fwhtlaw.com William J. Wright Ganek Wright Minsk PC Suite 285

4170 Ashford Dunwoody Road Atlanta, GA 30319 billw@titlelaw.com

and, only for notices of a Seller default or Buyer's termination of this Agreement:

Kevin Hackler Castlelake, L.P. 4600 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402 (notices to Kevin Hackler must be by a method other than email)

Buyer's notice parties:

Matthew Pair 4170 Aiken Road Pensacola, FL 32503

Each party may change its notice parties and their addresses by notice under this Section. The attorney for each party is authorized to give any notice under or related to this Agreement on behalf of its client.

22. General Terms. Buyer may sit assign its interest in this Agreement without Seller's written consent, which Seller agrees not to apreasonably withhold, except that Buyer may assign this Agreement without Seller's consent to any entity that is wholly-owned by Buyer or Buyer's beneficial owner. Buyer agrees not to record this Agreement or any memorandum of this Agreement. This Agreement is governed by the laws of the State of Florida. If the closing date or the Contingency Deadline is scheduled to occur on a day that is not a business day, then the closing date or the Contingency Deadline will be extended to the next business day. If a provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected, and this Agreement will remain in full force and effect. Time is of the essence for all purposes related to this Agreement. This Agreement is the entire agreement between the parties and supersedes all prior agreements and understandings, if any, that relate to the Property, including any letter of intent. The exclusive venue for any dispute between Seller and Buyer with respect to this Agreement or the Property will be the district court in the county in which the Property is located. If either party employs an attorney to interpret this Agreement or to enforce or defend its rights under this Agreement, the party that does not prevail will pay the prevailing party its actual attorney fees. Each of Seller and Buyer waives its right to a jury trial. This Agreement binds and benefits Seller, Buyer, and their successors and assigns. The parties may sign this Agreement in counterparts and may deliver it by email.

Signature Pages Follow

1

Signature Page to Purchase Agreement (River Road Waterfront Lots, Escambia County, Florida)

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Seller:

REO Funding Solutions 24, LLC By: <u>1</u> Name: <u>1</u> Title: <u>1</u> Julie Braun Vice President

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Signature Page to Purchase Agreement (River Road Waterfront Lots, Escambia County, Florida)

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• Buyer; Matthew Pair

1

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14-3S-32-1001-000-149 & 14-3S-32-1001-000-150

Property Address: River Road, no street numbers assigned

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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT, I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS DAY OF YEAR OF Signature of Property Owner Date

Signature of Property Owner

Printed Name of Property Owner

Printed Name of Property Owner

Date

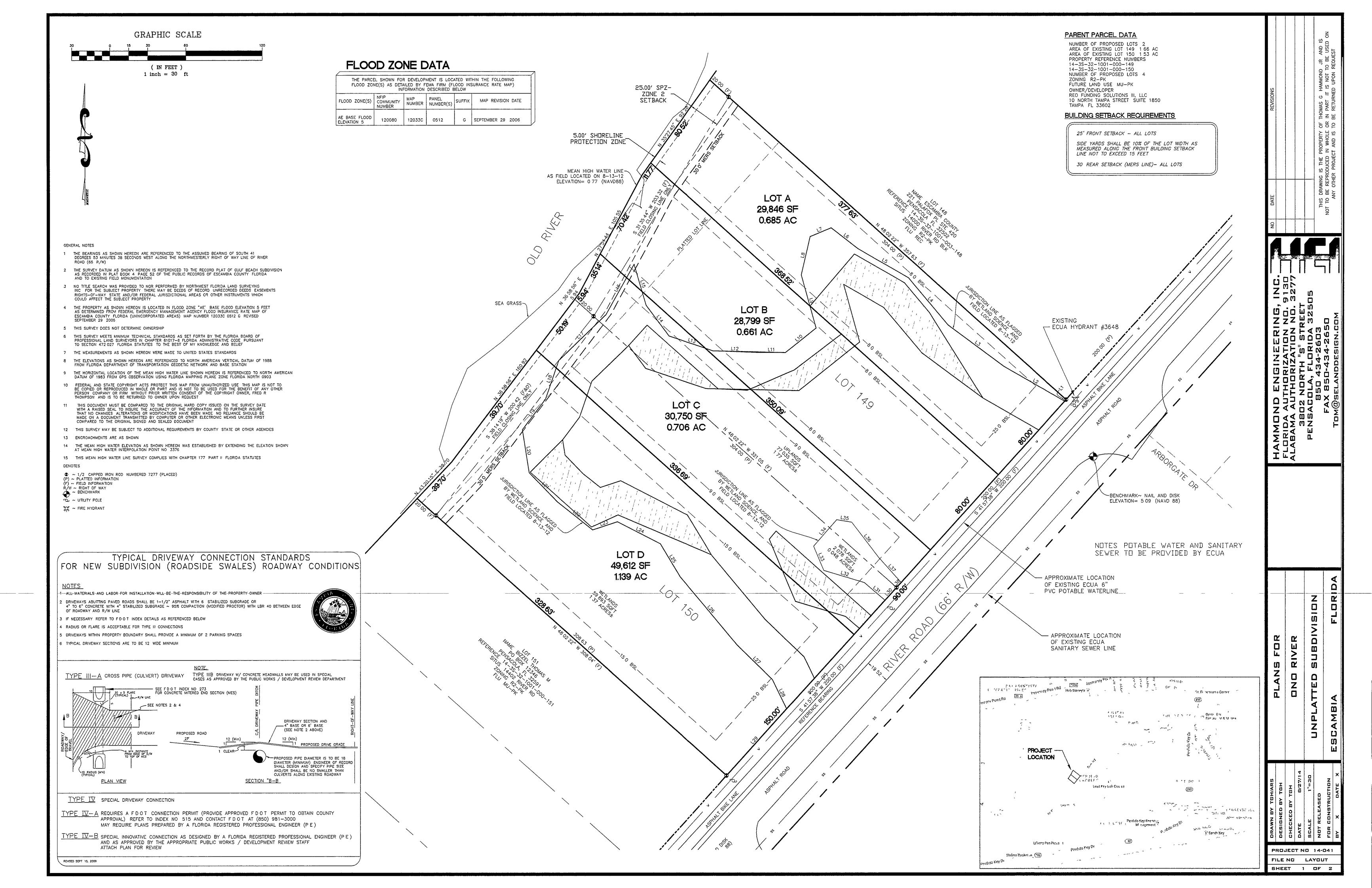
EXHIBIT A

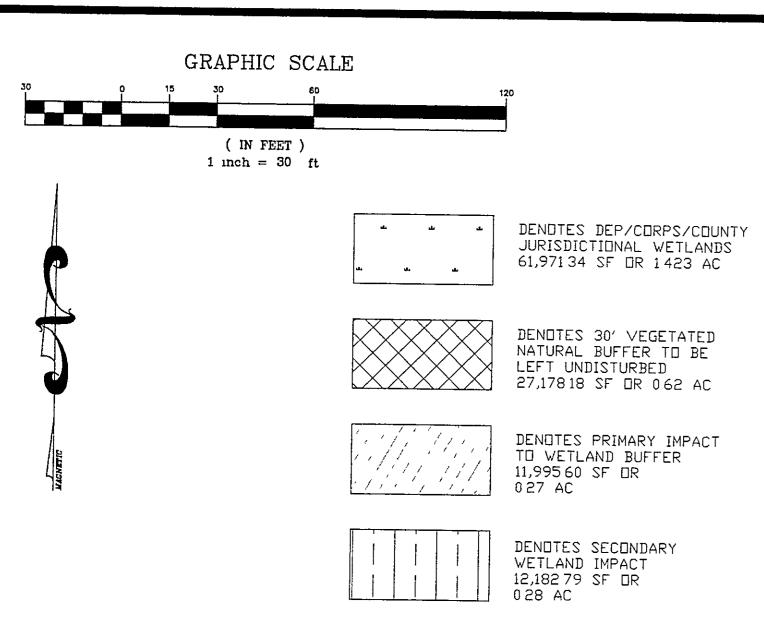
I

Legal Description of the Property

Lots 149 and 150, Gulf Beach Subdivision, according to the plat thereof recorded in Plat Book 4, Page 52 of the public records of Escambia County, Florida.

..



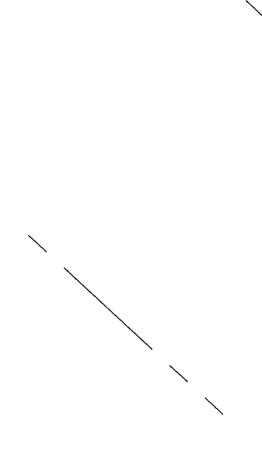


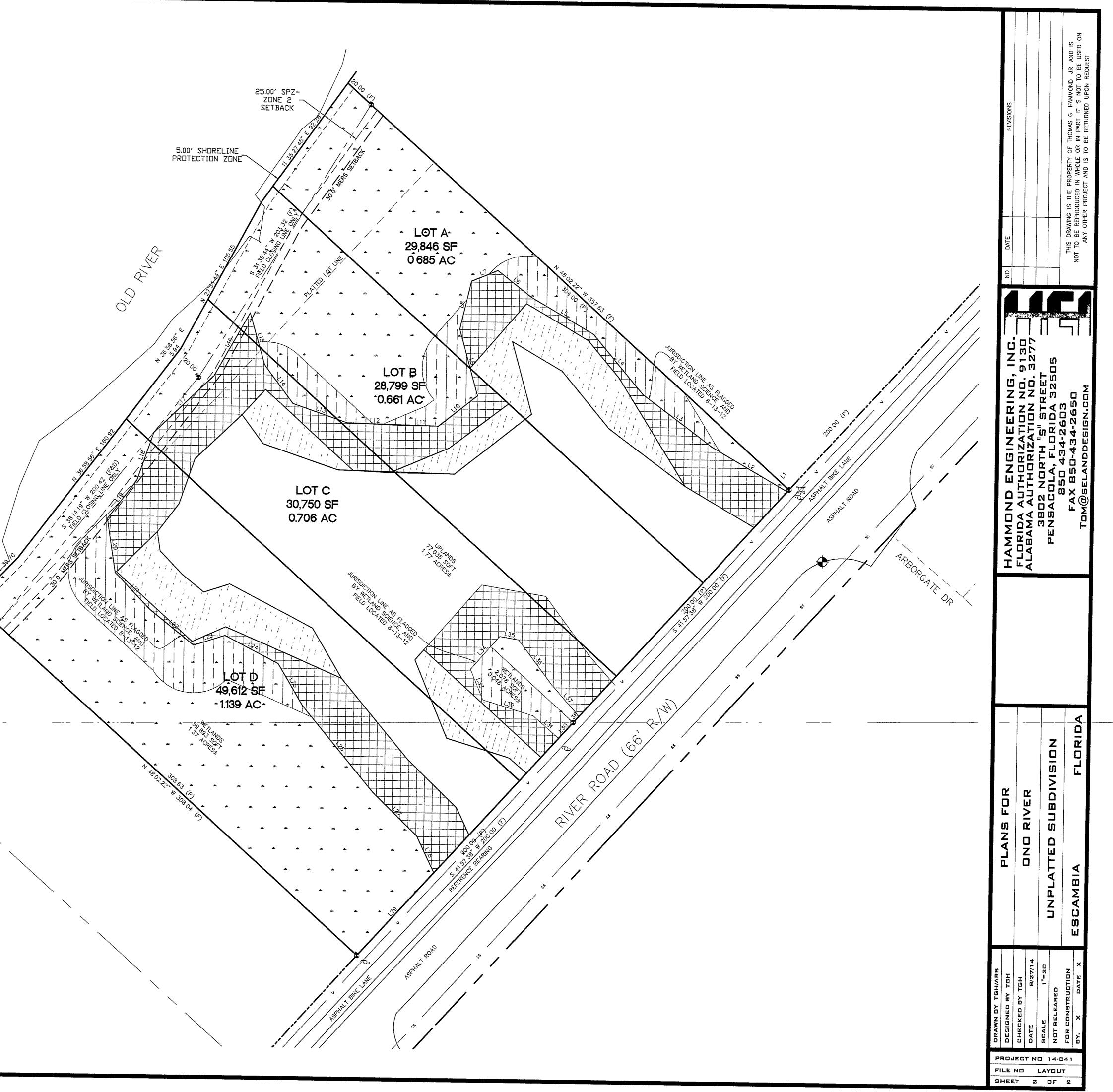
TOTAL WETLAND PRESERVATION= 61,97137 OR 1423 AC TOTAL UPLAND PRESERVATION= 27,17818 OR 062 AC

	LINE T	ABLE
LINE	LENGTH	BEARING
L1	168	
L2	55 33	
L3	54 56	
L4	48 71	
L5	4612	N59 55'14'W
L6	26 69	N52 08 44 W
L7	17 90	
L8	30 99	S12*49 28*W
L9	43 56	\$15 34'27 E
L10	30 94	\$51 13'43 W
L11	22 54	N89 41 17 W
L12	34 77	N87*49 19 W
L13	36 47	N71 20 09 W
L14	30 37	N36*44'18*W
L15	33.60	N16 16'47 W
L16	45 43	S29 10 15 W
L17	5173	\$46*00 07*W
L18	32 51	S18*43 10 W
L19	3013	\$36*52'21'W
L20	34 46	S08 44 31 E
L21	32.05	\$43 54'10 E
L25	35 59	S51*20 52*E
L23	20.64	N71 43 53 E
L24	37 98	2,65 38 53,E
L25		S30*54 09 E
	70 49	S39 49 13 E
L27		\$45*50 26 E
L28	25 66	S25 43 43 E
L29	7107	S41*57 38*W
L30	13 61	S41 57'38 W
L31	21 46	N49 04/52 W
L32	33 32	N73*04 40 W
L33	20 75	N22 39 45 W
L34	27.68	N40*45 11'E
	12 11	S80 32 19 E
L36	35 05	S37 05'58 E
L37	26 51	S41 36 13 E
L39	5 34	S41*57 38 W
L39	15 01	N28 22'16'W
<u>L40</u>	<u> </u>	S65 42 00 W
L42	8 51	<u>\$19*10 04 E</u>
L	6 51	N62*41'04 E

WETLAND DELINEATION WAS CONDUCTED BY WETLAND SCIENCES, INC AUGUST, 2012

ON-SITE WETLANDS	INFORMATIC	N TABL	.E
ITEM	PRE-PROJECT (ACRE)	IMPACT (ACRE)	POST-PROJECT (ACRE)
PROJECT PARCELS	3 19	-0-	319
TOTAL CORPS/DEP/ESC CO WETLANDS	1 423	0 386	1 037
TOTAL UPLANDS	1 369	-0-	1 369
TOTAL ESC CO WETLAND BUFFER	0 788	0 389	0 399









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

REO FUNDING SOLUTIONS III LLC C/O RYAN+PROPERTY TAX DEPT 100 NORTH TAMPA ST STE 1850 TAMPA, FL 33602

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the public hearing should contact County Administrator's Office at 595-4947 at least seven days prior to the date of the hearing. If you have any questions, please contact the Development Services Department at 595-3475.

ESCAMBIA COUNTY 221 PALAFOX PL STE 420 PENSACOLA, FL 32502

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



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

CLARK WILLIAM G & LEIGH S PO BOX 1279 ORANGE BEACH, AL 36561 GPD 1900 WHITTEN RD MEMPHIS, TN 38133

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

BIZZELL THOMAS M PO BOX 12346 PENSACOLA, FL 32591

YONKE CATHERINE COCORIS 14422 RIVER RD PENSACOLA, FL 32507

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



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

KAPLAN STUART R & 5625 SEGURA AVE PENSACOLA, FL 32507

YONKE MICHAEL G & 14420 RIVER RD PENSACOLA, FL 32507

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

HOARD RACHELL L 7209 HELTON DR FOLEY, AL 36535

RUYMANN JANICE A 6852 LAKE CHARLENE DR PENSACOLA, FL 32506

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



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

WISE GEORGE M II & DAWN M 14433 RIVER RD PENSACOLA, FL 32507 HAYNIE TRACY L 809 MILLBROOK RD CHARLOTTE, NC 282111591

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

NEFF BARRY A 6421 ASHBY GROVE LOOP HAYMARKET, VA 20169

HARDIE LINDA HUGHES 2000 HUGHES DR CUMMINGS, GA 30040

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



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

HORTON D R INC 25366 PROFIT DR DAPHNE, AL 36526

PERDIDO GARDENS HOMEOWNERS ASSOCIATION

PO BOX 13226

PENSACOLA, FL 32591-3226

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

BUTTS SALLY WILCOX TRUSTEE 6399 LAKE CHARLENE DR PENSACOLA, FL 32506

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



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



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

BAROCO RONALD A 14320 OLD RIVER RD PENSACOLA, FL 32507

SIMKINS STEVEN 1419 WASHINGTON AVE PASCAGOULA, MS 39567

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



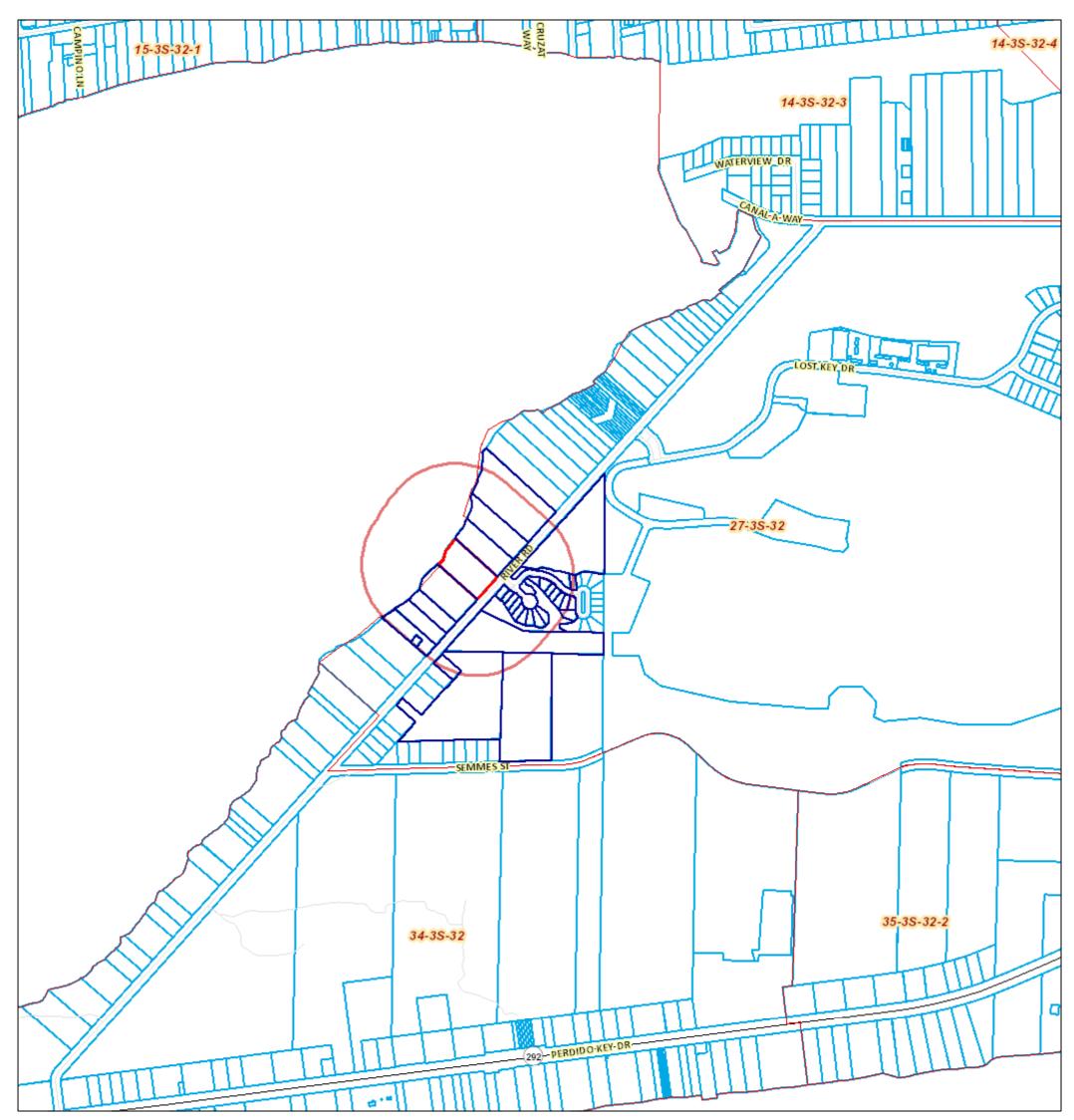
Escambia County Development Services Department 3363 West Park Place Pensacola, FL 32505

HARDIE SCOTT D & 13974 HANGING BRANCH WAY PENSACOLA, FL 32507

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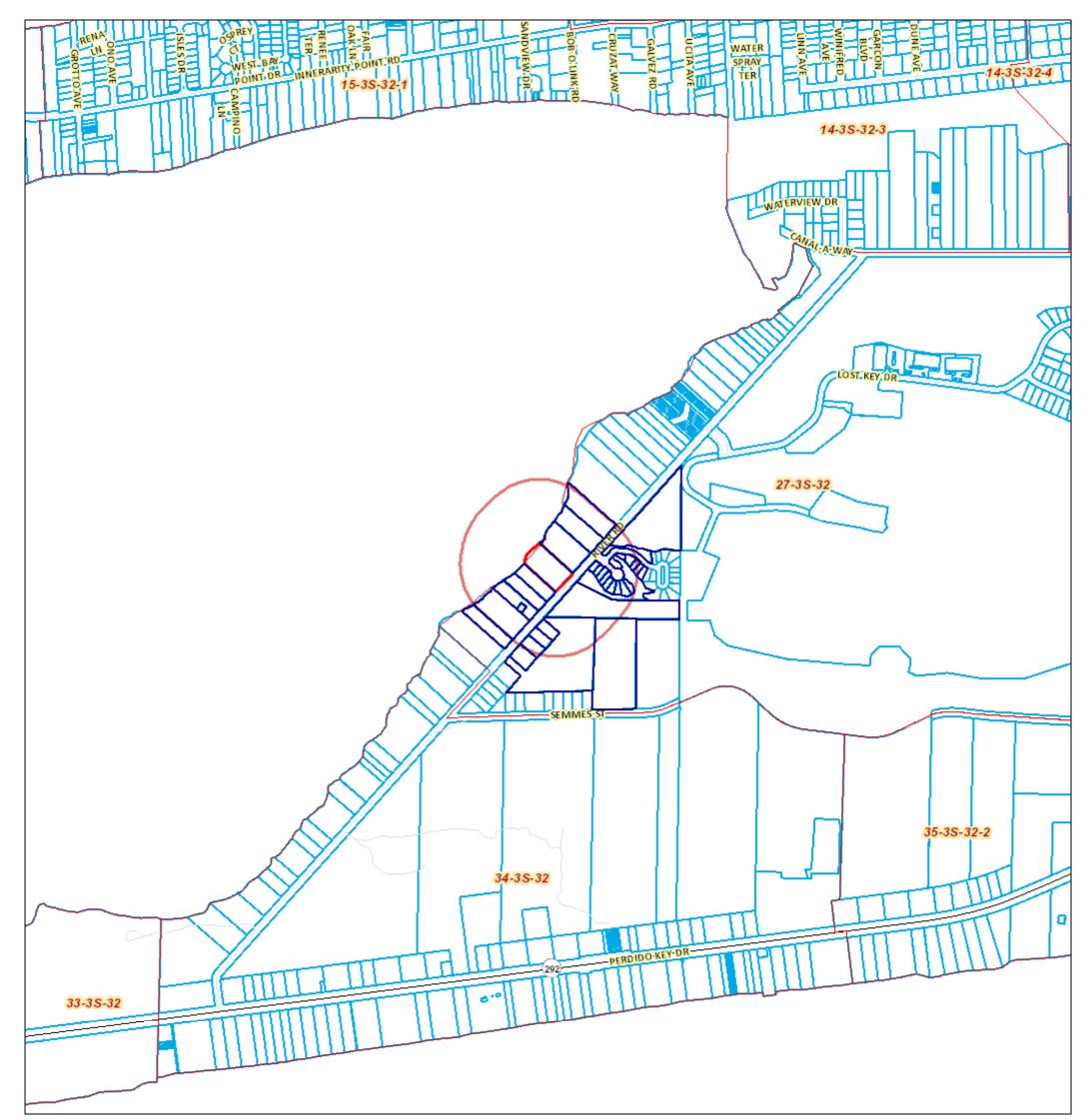
Chris Jones Escambia County Property Appraiser



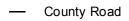


- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

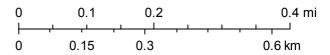
Chris Jones Escambia County Property Appraiser



- Map Grid
- City Road



- Interstate
- State Road
- US Highway
- All Roads
- Property Line





Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : 618725

Application No. : PBA140900015

Project Name : CU-2014-03

Date Issued. : 09/25/2014 Cashier ID : TMCOOEY

	PAYMENT INFO					
Method of Payment	Reference Document	Amount Paid	Comment			
Check	1004	\$4.070 F0				
	1604	\$1,270.50	App ID : PBA140900015			
		\$1,270.50	Total Check			

Received From : MATTHEW J PAIR Total Receipt Amount : **\$1,270.50** Change Due : **\$0.00**

	APPLICATION INFO						
Application #	Invoice #	Invoice Amt	Balance	Job Address			
PBA140900015	709974	1,270.50	\$0.00	River RD, PENSACOLA, FL			
Total Amount :		1,270.50	\$0.00	Balance Due on this/these Application(s) as of 10/1/2014			

Board of Adjustment		6. 2.
Meeting Date:	10/15/2014	
CASE:	EX-2014-02	
APPLICANT:	Clint Geci, Agent for Paradise Island Venture, LLC	
ADDRESS:	13571 Perdido Key Dr.	
	35-3S-32-1001-000-000	
PROPERTY REFERENCE NO.:	35-3S-32-1100-000-000	
ZONING DISTRICT:	CCPK, R-3PK	
FUTURE LAND USE:	MU-PK	

SUBMISSION DATA: RELEVANT AUTHORITY

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section 2.05.05:

2.05.05. Extension of a development order for site plan approval. The BOA may grant one extension for a maximum of 12 months to the original effective period of 18 months for a development order for a site plan and its accompanying certificate of occupancy. A written request from the applicant must be provided prior to the expiration date of the development order. The BOA shall grant an extension to a development order and its accompanying certificate of concurrency only if the extension request complies with the following requirements:

A. No building permit or land disturbing permit has been issued for the site plan parcel;

B. Written application for the extension was submitted prior to the expiration of the development order; and

C. The applicant demonstrates that obtaining county permits for the approved development was delayed by conditions not under the control of the applicant; including but not limited to: 1. An act of God, natural disaster or fire.

2. Required state or federal permits delayed by issuing agencies.

3. Labor strike or civil unrest.

4. Lawsuit or other legal actions.

5. Extended illness or death of an individual essential to the development or construction process.

CRITERIA

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section 2.05.05.

CRITERION (1)

No building permit or land disturbing permit has been issued for the site plan parcel.

FINDINGS-OF-FACT

No permits have been issued for this project.

CRITERION (2)

Written application for the extension was submitted prior to the expiration of the development order.

FINDINGS-OF-FACT

Written application was submitted to county staff prior to the expiration of the development order.

CRITERION (3)

The applicant demonstrates that obtaining county permits for the approved development was delayed by conditions not under the control of the applicant; including but not limited to:

- 1. An act of God, natural disaster or fire.
- 2. Required state or federal permits delayed by issuing agencies.
- 3. Labor strike or civil unrest.
- 4. Lawsuit or other legal actions.

5. Extended illness or death of an individual essential to the development or construction process.

FINDINGS-OF-FACT

The Applicant states in his request that they have been unable to move ahead with permitting due to legal actions.

CRITERION (4) RECOMMENDATION:

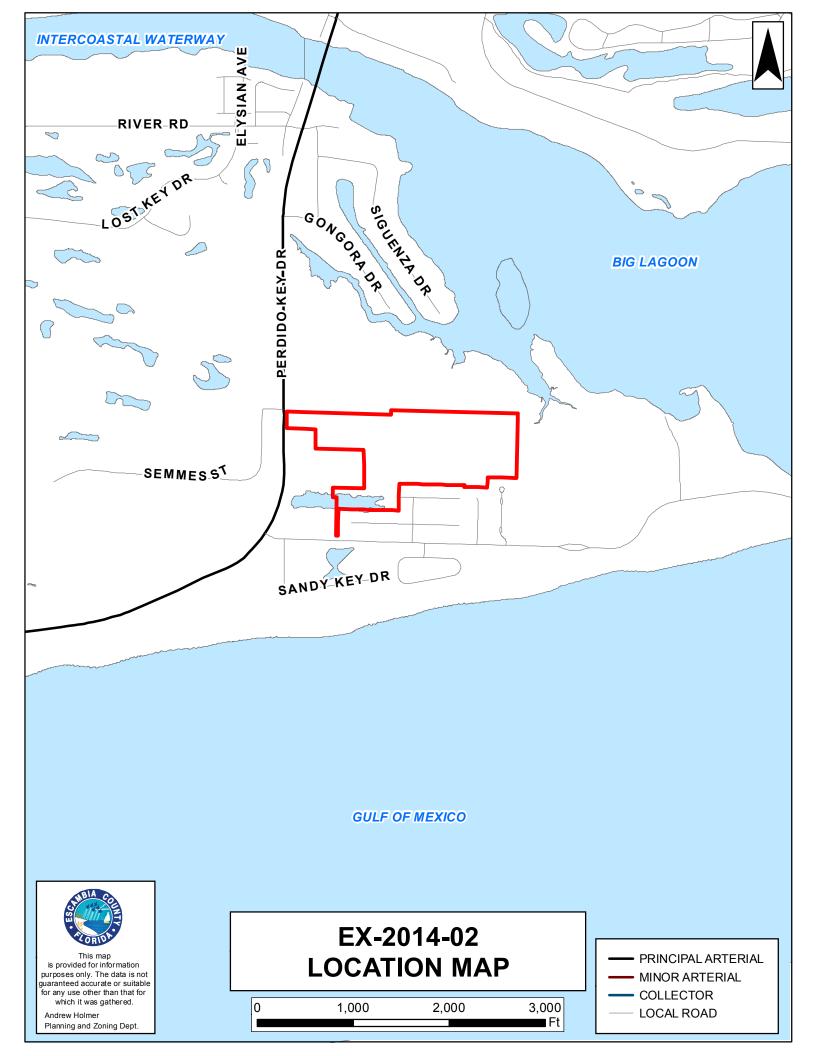
Staff finds that the Applicant can meet the required criteria and recommends approval of a 12 month extension.

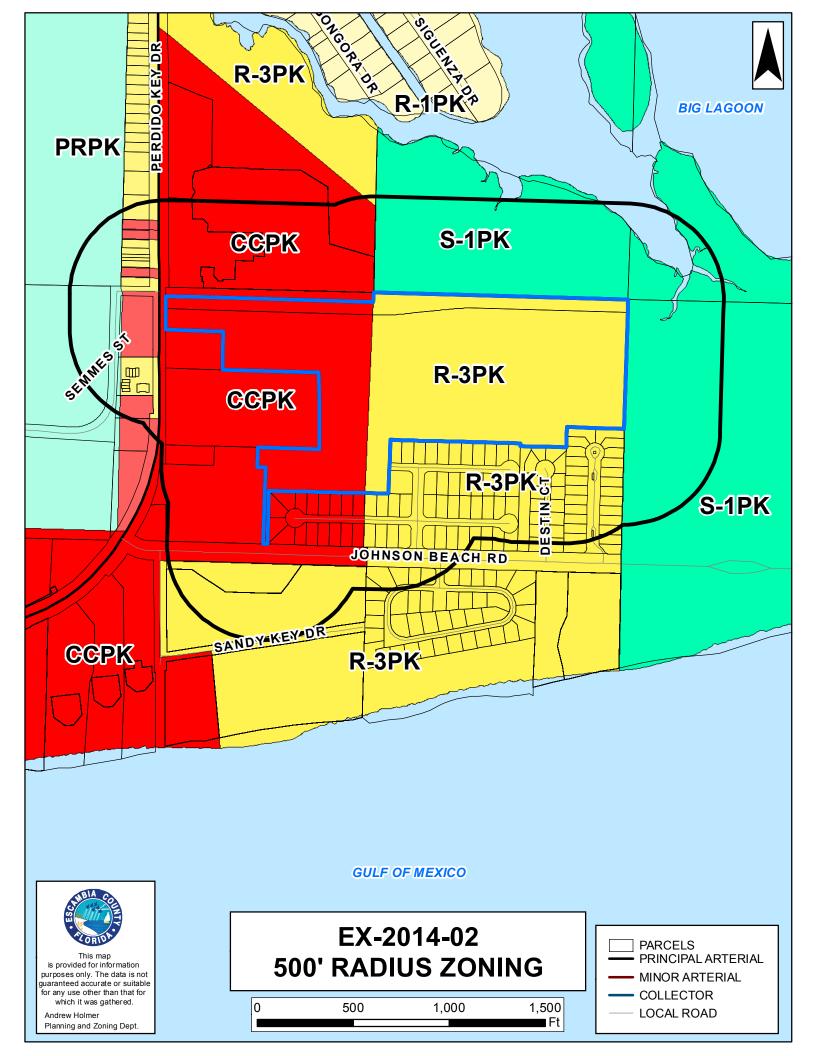
CRITERION (5)

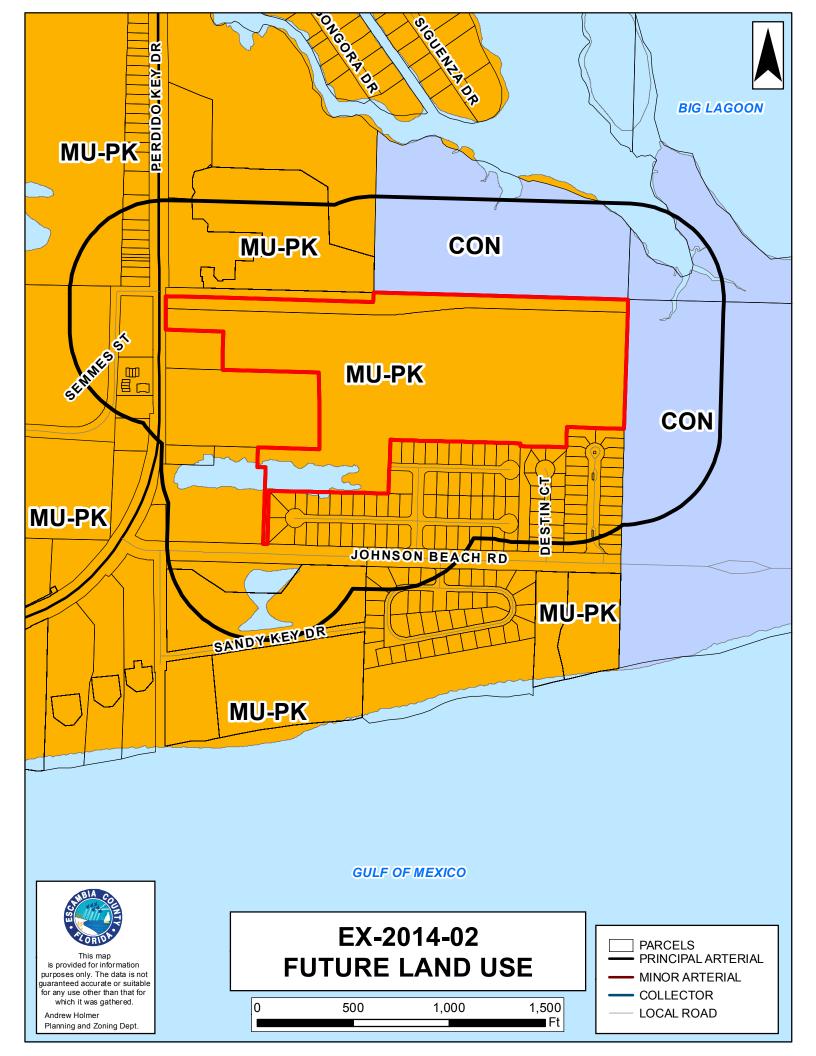
Attachments

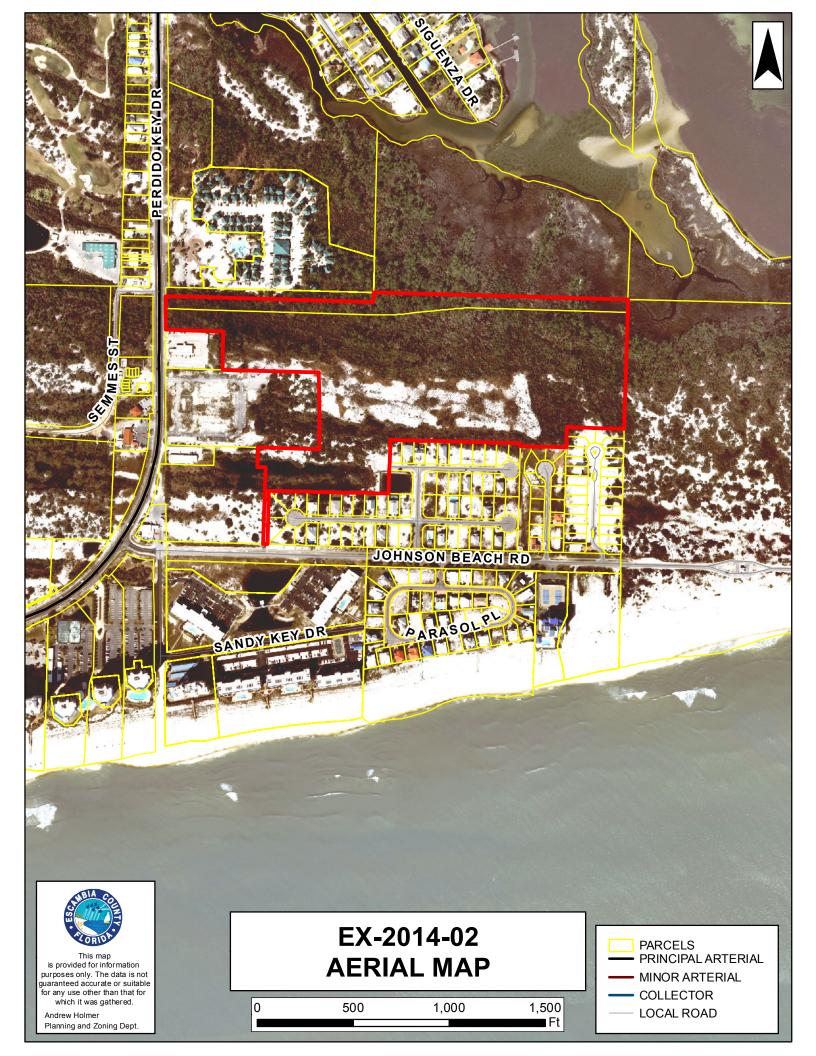
EX-2014-02 Working Case File

EX-2014-02











September 11th, 2014

Mr. Andrew Holmer Escambia County Planning & Zoning 3363 West Park Place Pensacola, Florida 32501

RE: Paradise Island Condominium Submittal for DO Extension

Dear Drew:

The Paradise Island Condominium project is currently active and seeking to finish permitting and begin construction in the near future. The DO was originally issued on March 12th, 2008. As we discussed, the project's Development Order was previously extended by means of House Bill 503. Due to ongoing legal actions, the project has not applied for building or land disturbance permits. As indicated in the Development Order Extension Letter (attached), the expiration date is September 12th, 2014; as of such, we would like to request an extension for the DO.

With this letter, please find the following items:

- 1. One (1) executed DO Extension Application Form
- 2. One (1) copy of the existing Limited Power of Attorney
- 3. One (1) check for \$211.75 made payable to Escambia County

If you need any additional information, please feel free to give us a call.

Sincerely, GECI AND ASSOCIATES ENGINEERS, INC.

Clint Geci, P.F. Vice-president

Enclosures



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:	Conditional Use Request for:	
Administrative Appeal	Variance Request for:	
☑ Development Order Extension	Rezoning Request from:	to:

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name:	Paradise Island	d Venture, LLC	Phone: 850 -	393-8911
Address: 450	5 Waterwheel Rd	32514	Email:rew32514@gm	ail.com

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 13571 Perdido Key Drive

Property Reference Number(s)/Legal Description: 353S321001000000 & 353S321100000000

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

Signature of Owner/Agent

CLINT GECI

Date

Signature of Owner

STATE OF Florida

Printed Name of Owner

Printed Name Owner/Agent

September 2014.

The foregoing instrument was acknowledged before me this

by FLDL G200101841320

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

Amana Signature of Notary

(notary seal must be affixed)

Amanda	Y.n	Nora	ar
Printed Name of	Notary	C)

COUNTY OF Escampic

day of

AMANDA Y. MORGAN Notary Public, State of Florida My Comm. Expires Oct. 7, 2017 Commission No. FF 60711

FOR OFFICE USE ONLYCASE NUMBER: EX - 2D14 - 02Commission NMeeting Date(s):10 - 15 - 14Accepted/Verified by:DDate A - 114Fees Paid:301 - 75Receipt #: 617640Permit #: PRA 140970914

3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 13571 Perdido Key Drive, Pensacola, Florida, 32507, property reference number(s) 353S321001000000 and 353S321100000000, I hereby designate Geci & Associates Engineers, Inc., for the sole purpose of completing this Development Review Application and to act on my behalf during the county's processing of the Development Review Application on the above referenced property.

This Limited Power of Attorney is granted on this ______day of ______the year of 2004 and is effective until the County 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 Department of Growth Management.

The Stevens Family Limited Partnership

By: Ainslie Manor Ltd., as General Partner

By

Matthew S. Stevens, President

STATE of COUNTY of (

The foregoing instrument was acknowledged before me this 7+1/day of the year of 2004 by Matthew S. Stevens, as President of Ainslie Manor Ltd., as General Partner of The Stevens Family Limited Partnership, on behalf of the partnership. He (/ Is personally known to me, () produced current Florida/Other driver's license, and/or () produced current

s identification. On

Signature of Notary Public

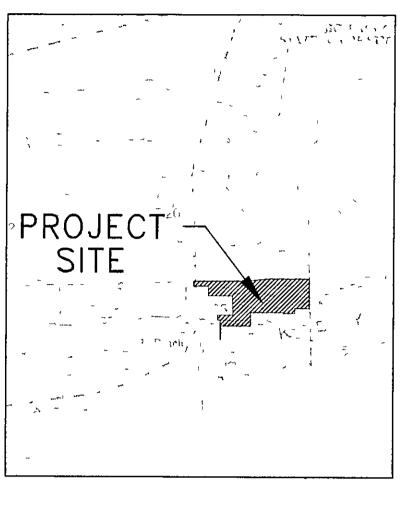
2115 12005

Printed Name of Notan

Commission No. (Notary seal must be affixed)







VICINITY MAP

- -



OWNER / DEVELOPER:

Paradise Island Venture, LLP. 1765 E. Nine Mile Road, Suite 1 #292 Pensacola, Florida 32515 Phone: (850) 393-8911

ENGINEER:

Geci & Associates Engineers, Inc. 2950 North 12th Avenue Pensacola, Florida 32503 Phone: (850) 432-2929

SURVEYOR: Northwest Florida Surveying, Inc. P.O. Box 1911 Pensacola, Florida 32589 Phone: (850) 432-1052

UTILITY NOTES

- BE GIVEN TO ECUA FOR ACCEPTANCE AND MAINTENANCE
- THE OWNER WILL MAINTAIN THE SYSTEM
- 3 STORMWATER MANAGEMENT AND DRAINAGE THE DEVELOPER PLANS AFTER NECESSARY UNDERGROUND PIPES, MANHOLES, INLETS AND POND THE STORM FOR MAINTENANCE
- 4 GAS, TELEPHONE, TV CABLE, AND ELECTRICAL ALL THESE UTILITIES TO BE INSTALLED BY THE APPROPRIATE UTILITY COMPANY
- CONTRACT WITH ECUA TO HAVE THIER GARBAGE AND TRASH PICKED UP

UTILITIES INFORMATION

TV CABLE

Gulf Power Company 9220 Pine Forest Road Pensacola, Florida 32534 (850) 484-5770
Emerald Coast Utilities Auth Ellyson Industrial Park Pensacola, Florida 32504 (850) 476-5110
Emerald Coast Utilities Auth Ellyson Industrial Park Pensacola, Florida 32504 (850) 476-5110
Energy Services of Pensaco 1625 Atwood Drive Pensacola Florida 32514 (850) 474-5300
BellSouth 418 West Garden Street Pensacola, Florida 32501 (850) 436-1616

Cox Communications 2205 La Vista Avenue Pensacola, Florida 32504 (850) 478-0200

CONSTRUCTION PLANS

FOR

PARADISE ISLAND

CONDOMINIUM A PORTION OF SECTION 35, T3S, R32W ESCAMBIA COUNTY, FLORIDA

POTABLE WATER THE DEVELOPER PLANS TO CONNECT AFTER RECEIVING DEP, ECUA, AND ESCAMBIA COUNTY APPROVALS, TO THE EXISTING ADJACENT SYSTEM OF ECUA BY CONSTRUCTING ALL THE NECESSARY UNDERGROUND WATER MAINS, VALVES, AND FIRE HYDRANT TO SERVE THIS DEVELOPMENT UPON COMPLETION THESE WILL

SANITARY SEWER THE DEVELOPER PLANS TO CONNECT, AFTER RECEIVING DEP, AND ESCAMBIA COUNTY APPROVALS, TO THE EXISTING ADJACENT SYSTEM OF ECUA BY CONSTRUCTING ALL THE NECESSARY UNDERGROUND SANITARY MANHOLES, PIPES, LIFT STATION AND FORCEMAIN TO SERVE THIS DEVELOPMENT UPON COMPLETION,

RECEIVING DEP, NPDES AND ESCAMBIA COUNTY APPROVALS TO CONSTRUCT ALL THE DRAINAGE SYSTEM WILL BE DESIGN BASED UPON RUNOFF FROM A 25 YEAR PEAK STORM THE DETENTION/RETENTION POND WILL BE DESIGN BASED UPON RUNOFF FROM A 100 YEAR PEAK STORM UPON COMPLETION, THESE WILL BE RETAINED BY OWNER

5 GARBAGE AND TRASH THE OWNER/DEVELOPER FOR THE PROJECT, WILL HAVE TO

s Authority 2504

s Authority

ensacola

2514

CONSTRUCTION NOTES

- ALL FINISHED PAVING GRADES SHOWN HEREON ARE EDGE OF PAVING UNLESS SHOWN OTHERWISE
- 2 ALL SANITARY SEVER CONSTRUCTION TO CONFORM TO THE EMERALD COAST UTILITY AUTHORITY STANDARDS AND FDEP STANDARDS
- 3 ALL POTABLE WATER CONSTRUCTION TO CONFORM TO EMERALD COAST UTILITY AUTHORITY STANDARDS 4 ALL PAVING AND STORM DRAINAGE CONSTRUCTION TO CONFORM TO THE ESCAMBIA COUNTY STANDARDS AND F.D.O.T STANDARDS
- 5 THE CONTRACTOR SHALL NOTIFY ESCAMBIA COUNTY, FDOT, AND THE EMERALD COAST UTILITY AUTHORITY AT LEAST TWO WORKING DAYS (48 HOURS MIN.) PRIOR TO CONSTRUCTION
- 6 LOCATION OF EXISTING UTILITIES WERE TAKEN FROM THE RECORDS OF THE APPROPRIATE UTILITY COMPANY AND THE CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL OF THE EXISTING UTILITIES FIELD LOCATED BEFORE CONSTRUCTION AND TO PROTECT THESE DURING CONSTRUCTION
- 7 ALL SERVICE LATERALS ARE TO BE LAID TO THE RIGHT-OF-WAY LINE OR EASEMENT PROPERTY LINE ALL SERVICE LATERALS ARE TO BE LAID AT A MINIMUM GRADE OF 10% FROM THE MAIN WHEN THE CUT IS FIVE FEET OR LESS AND TO DOWN HILL LOTS ALL SERVICE LATERALS TO UP HILL LOTS OR WHERE THE CUT IS GREATER THAN FIVE FEET ARE TO BE LAID WITH A MINIMUM OF 36" COVER ON THE PIPE AT THE POINT THE PIPE ENDS
- 8 THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EARTH ON THE SITE
- 9 THE CONTRACTOR SHALL HAVE A COMPACTION TEST MADE BY AN INDEPENDENT TESTING LAB AT INTERVALS NOT TO EXCEED 800 FEET, AND THESE TESTS SHALL INDICATE THAT THE BASE CONSTRUCTION IS IN ACCORDANCE WITH SECTION 240 OF THE DOT SPECIFICATIONS COPIES OF THESE SHALL BE FURNISHED TO THE ENGINEER IO THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST TWO WEEKS PRIOR TO THE PLACING OF THE BASE MATERIAL TO HELP
- THE ENGINEER COORDINATE THE OTHER UNDERGROUND UTILITIES II THE CONTRACTOR SHALL GRASS AND MULCH ALL DISTURBED AREAS UNLESS AT A SLOPE OF 3 TO I OR GREATER AND THESE
- SHALL BE SODDED AND PINNED 12 THE CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRICADES, CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK AND UNTIL IT IS SAFE FOR BOTH PEDESTRIAN AND VEHICULAR TRAFFIC
- 13 ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEWERS, DRAINS, AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION
- 14 THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING 15 SHOULD THE CONTRACTOR IDENTIFY DISCREPANCIES IN PROJECT PLANS OR ON FIELD CONDITIONS THE CONTRACTOR SHALL
- NOTIFY THE ENGINEER IMMEDIATELY 16 NO DERIVATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM THE DESIGN ENGINEER
- 17 CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOWN "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF POND(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING, ETC RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION
- 18 THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS THE "AS-BUILT" CERTIFICATION OR RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER
- 19 NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W, 1-800-432-4770 20 ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED
- PRIOR TO REQUESTING A FINAL INSPECTION 21 ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED
- AND/OR MULCH 22 THE CONTRACTOR SHALL NOTIFY FOOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK IN THE STATE RIGHTS-OF-WAY 23 IF GREATER THAN I CONTIGUOUS ACRE IS CLEARED, A GROUND COVER SUFFICIENT TO PREVENT EROSION SHOULD BE PLANTED OR OTHERWISE STABILIZED WITHIN 10 WORKING DAYS ON THAT PORTION OF THE SITE UPON WHICH FURTHER ACTIVE
- CONSTRUCTION WILL NOT BE UNDERTAKEN WITHIN 90 DAYS 24 THE CONTRACTOR SHALL NOTIFY ESCAMBIA COUNTY INSPECTOR 24 HOURS BEFORE BEGINNING OF EVERY PHASE OF CONSTRUCTION (595-3434) THE CONTRACTOR SHALL HAVE ALL EROSION CONTROL IN PLACE PRIOR TO NOTIFYING COUNTY OF START OF PROJECT
- 25 ALL TRAFFIC MARKINGS TO BE THERMOPLASTIC PER DOT STANDARDS
- 26 ALL NON-HANDICAPED PARKING SPACE LINES WILL BE WHITE ALL TRAFFIC CONTROL SIGNS AND MARKINGS USED ON THE SITE WILL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FHWA, LATEST EDITION 27 THE CONTRACTOR IS REQUIRED TO MAINTAIN TRAFFIC ON NAUTILUS COURT AND BARRIER REEF LANE IN ACCORDANCE TO PART
- 6 OF THE MUTCO 28 NO LAND DISTURBANCE SHALL OCCUR IN AREAS DEFINED AS WETLANDS AND/OR WETLAND BUFFERS UNLESS OTHERWISE NOTED ON THE SITE PLAN
- 29 ALL STORMWATER RUNOFF INCLUDING ROOF DRAINAGE AND POOL DECK SHALL BE DIRECTED TO A PERCOLATION AREA FOR TREATMENT

Approved ESCAMBIA COUNTY DRC PLAN REVIEW

12Chm RC Chairman Signature Director Planning & Engineering – T'Lloyd Kerr, AICP his document has been reviewed in accordance with the requirements f applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee DRC) prior to the commencement of construction. This approval by th RC does not constitute approval by any other agency. All additional tate/federal permits shall be provided to the county prior to approval o a final plat or the issuance of state/federal permits shall be provided to he county prior to approval of a final plat or the issuance of a building

ALL SANITARY SEWER WORK SHALL BE CONSTRUC ACCORDANCE WITH THE LATEST EDITION OF E C U. STANDARD SPECIFICATIONS WATER MAIN NOTE. ALL NEW WATER MAIN SHOWN SHALL BE SDR NO PYC WATER PIPE WITH TRACER WIRE AND HAVE 3X COVER AND A SE MAXIMUM COVER UNLESS APPR OTHERWISE BY ECUA. SANITARY SEWER NOT AULINEW SANTARY SEWER SHOWN SHALL BE SDR ALL NEW SANTARY SEWER SHOWN SHALL BE SDR 35 PVC SEWER PIPE, PROVIDE 6 JUNNUM CLEARA BETWEEN SANTARY AND STORM CROSSING OR COM TO E.C.U.A. DESIGN STANDARDS (SECTION 570 PAR

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11	NDEX OF DRAWINGS
SHEET	DESCRIPTION
C-1	COVER SHEET
C- 2	OVERALL SITE PLAN
C-2A C-3	SUPPLEMENTAL OVERALL SITE PLAN
£ -3	OVERALL STAKING PLAN
<u> </u>	UNIT NUMBERS & ADJ PROPERTY OWNERS
<u>w-5</u>	OVERALL DRAINAGE PLAN
G-6	OVERALL POTABLE WATER PLAN
6- 7	OVERALL FIRE PROTECTION WATER PLAN
Gr8	OVERALL SANITARY SEWER PLAN
<u> </u>	REGISTRATION BUILDING SITE PLAN
G-9A	TEMPORARY SALES TRAILER SITE PLAN
C-9A C-10	WEST BUILDING SITE PLAN
<u> </u>	EAST BUILDING SITE PLAN
C-II C-I2	SOUTHWEST PARKING LOT
<u>Ç-13</u>	PLAN & PROFILE
<u> </u>	PLAN & PROFILE
C1-15	TRAFFIC CONTROL PLAN
G -16	OVERALL VEGETATIVE PLAN
G-17	DETAILS
0-18	DETAILS
<u> </u>	DETAILS
9-20	LIFT STATION DETAILS
G-21	LIFT STATION DETAILS
F-	FDOT - EXISTING & PROPOSED
P-2 F-3	FDOT - CROSS SECTIONS & PHOTOS
P-3	FDOT - DETAILS
-4	FDOT - DETAILS

GENERAL NOTES

- DATUM PLAN USED IS USC & GS
- 2 SOUNDARY SURVEY BY NORTHWEST FLORIDA SURVEYING, INC , CAD FILE 14886, ATED 11/01/04
- TOPOGRAPHICAL SURVEY BY SOUTHERN LAND CONCEPTS, INC , CAD FILE 031023A-B, DATED 11/16/03
- THE DEVELOPER WILL OBTAIN ALL THE NECESSARY FDOT, DEP, NPDES, COE, ECUA, and ECAMBIA COUNTY PERMITS OR APPROVALS PRIOR TO CONSTRUCTION
- 5 THIS ENTIRE SITE LIES WITHIN FLOOD ZONE "AE" 8' ELEVATION ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 12033C0516G, REVISED SEPTEMBER 29, 2006
- 6 THERE ARE 2187 ACRES OF JURISDICTIONAL WETLANDS WITHIN THIS SITE

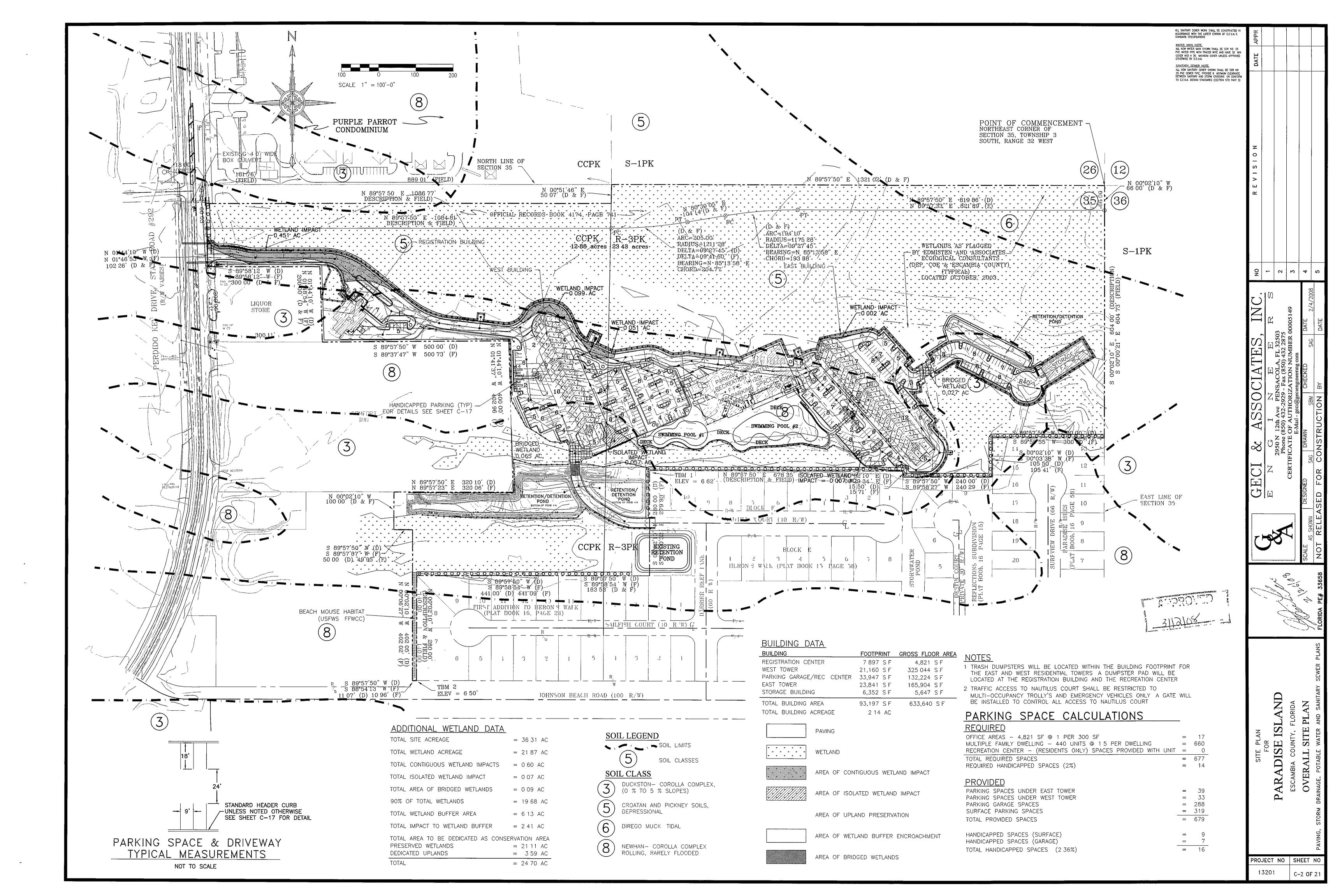
SITE DATA

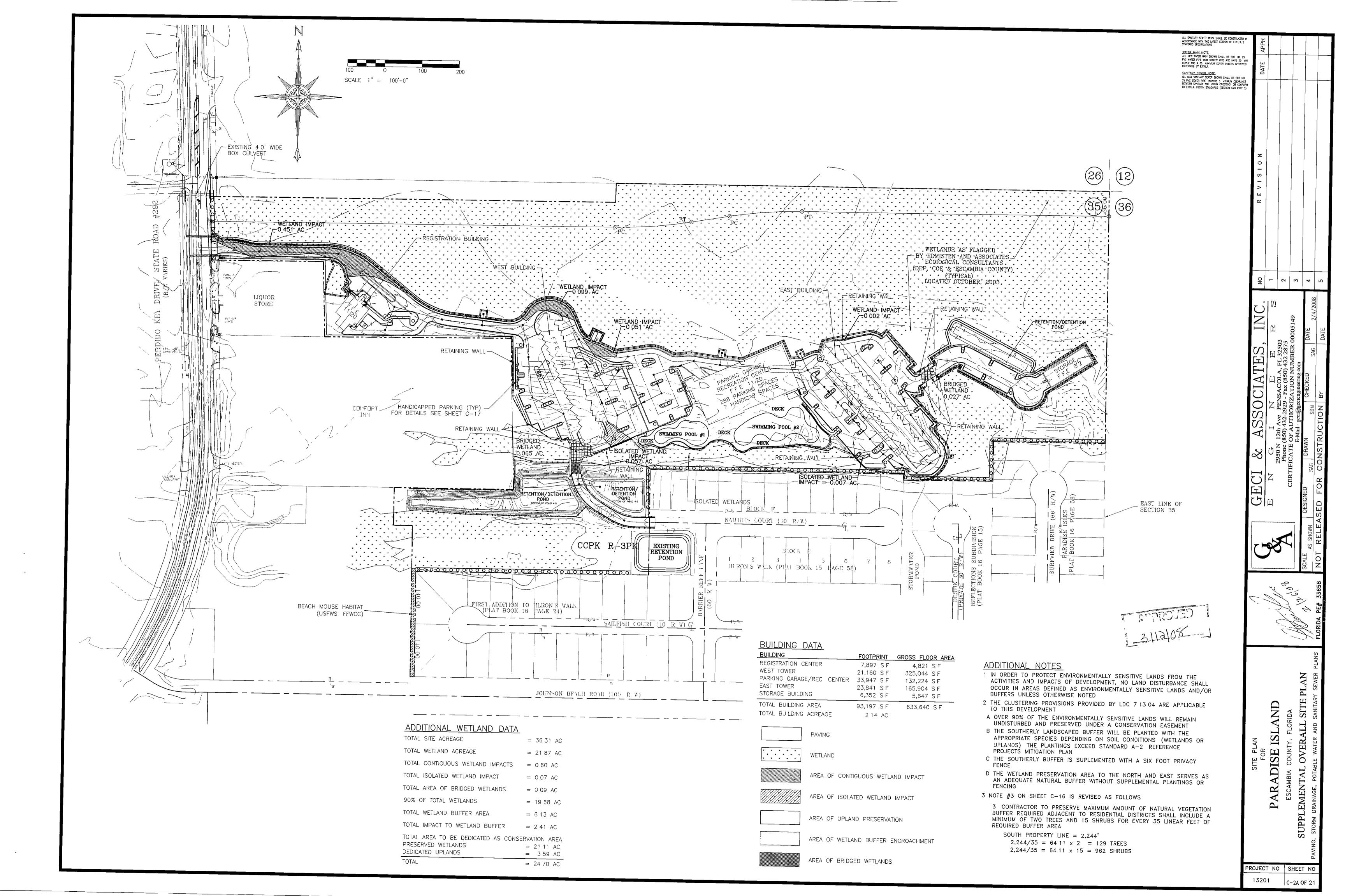
- THE SITE LIES WITHIN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST AND IS SHOWN ON TAX MAPS AS PARCELS NO 1001-000-000 \$ 1100-000-000
- 2 PRESENT ZONING IS CCPK & R-3PK
- 3 FUMURE LAND USE IS MU-4
- 4 AMJOINING PROPERTY IS ZONED CCPK, R-3PK & S-IPK
- 5 PROJECT IS TO BE CONSTRUCTED IN ONE PHASE
- 6 PROJECT ADDRESS 13571 PERDIDO KEY DRIVE
- 7 THERE ARE NO HERITAGE OR CHAMPION TREES WITHIN THE LIMITS OF THE SITE

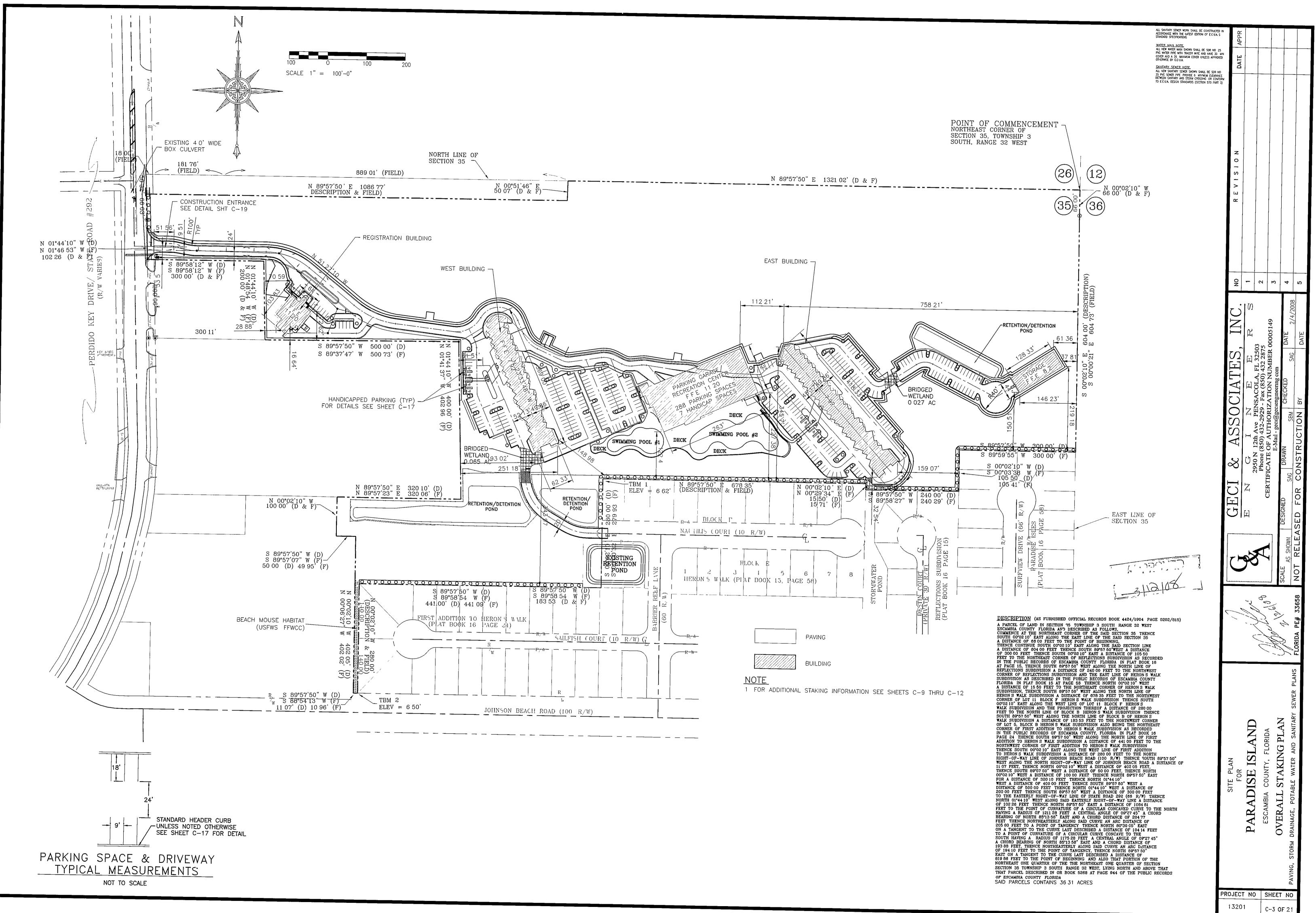
	CCPK	R-3PK	TOTAL
AREA	1288 Acres	2343 Acres	3631 Acres
Maximum Allowable Density	13 Units/Acre	12 Units/Acre	
Maximum Allowable Units	167	281	448
Proposed Units	288	152	440
Densily Transfer	2		
Min Pervious Area	20% / 26 AC	30% / 39 AC	
Proposed Pervious Area	75% / 966 AC	78% / 18.23 AC	
Required Rear Yard	15 ft max	25 ft max	
Proposed Rear Yard		69 ft	
Required Side Yard	10 ft max	15 ft	
Proposed Side Yard	16 ft	32 ft	
Max Building Height	18 Stories	8 Stories	
Proposed Building Height	18 Stories	8 Stories	
Max Building Footprint	19% / 24 AC		
Proposed Bldg Footprint	47% / 060 AC	69%/163 AC	
Min Open Space		35% / 8 2 AC	
Proposed Open Space	~~~	93% / 21 80 AC	

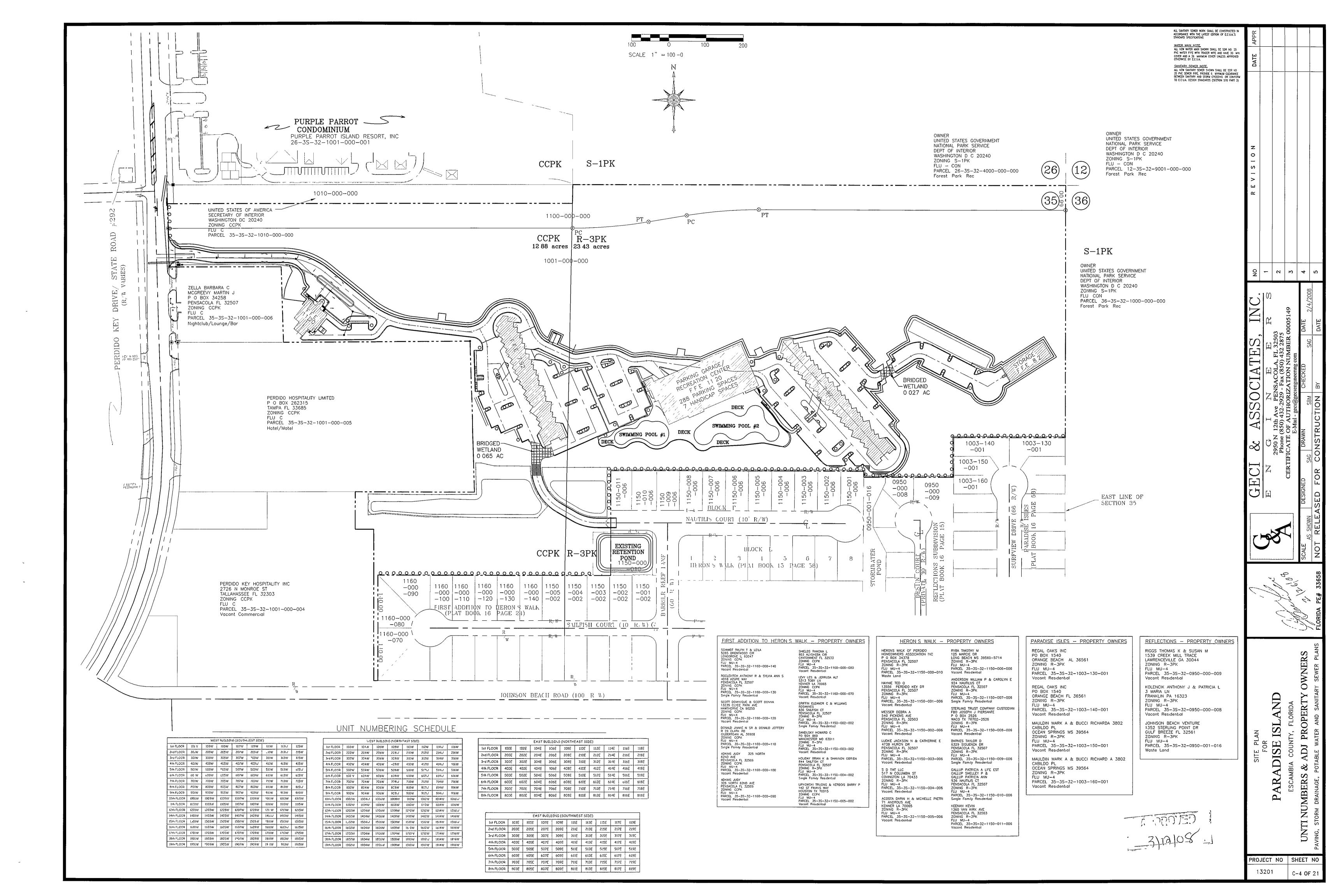
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	SITE PLAN	(C	GECI & ASSOCIATES, INC.	ON	REVISION	DATE	APPR	_
			3	ENGINEER N	1				
	PAKADISE ISLAND	and the	5	2950 N 12th Ave PENSACOLA, FL 32503 Phone (850) 432-2929 - Fax (850) 432 2875	2				
	ESCAMBIA COUNTY, FLORIDA	and a solution of a solution of the solution o	77	CERTIFICATE OF AUTHORIZATION NUMBER 00005149 E-Mail - geci@geciengineering com	3				
		NA NY	SCALE AS SHOWN	DESIGNED DRAWN CHECKED SAG DATE 2/4/2008	4				
PAVIN	PAVING, STORM DRAINAGE, POTABLE WATER AND SANITARY SEWER PLANS	FLORIDA PE# 33658	NOT RELE	NSTRUCTION BY DATE	5			[

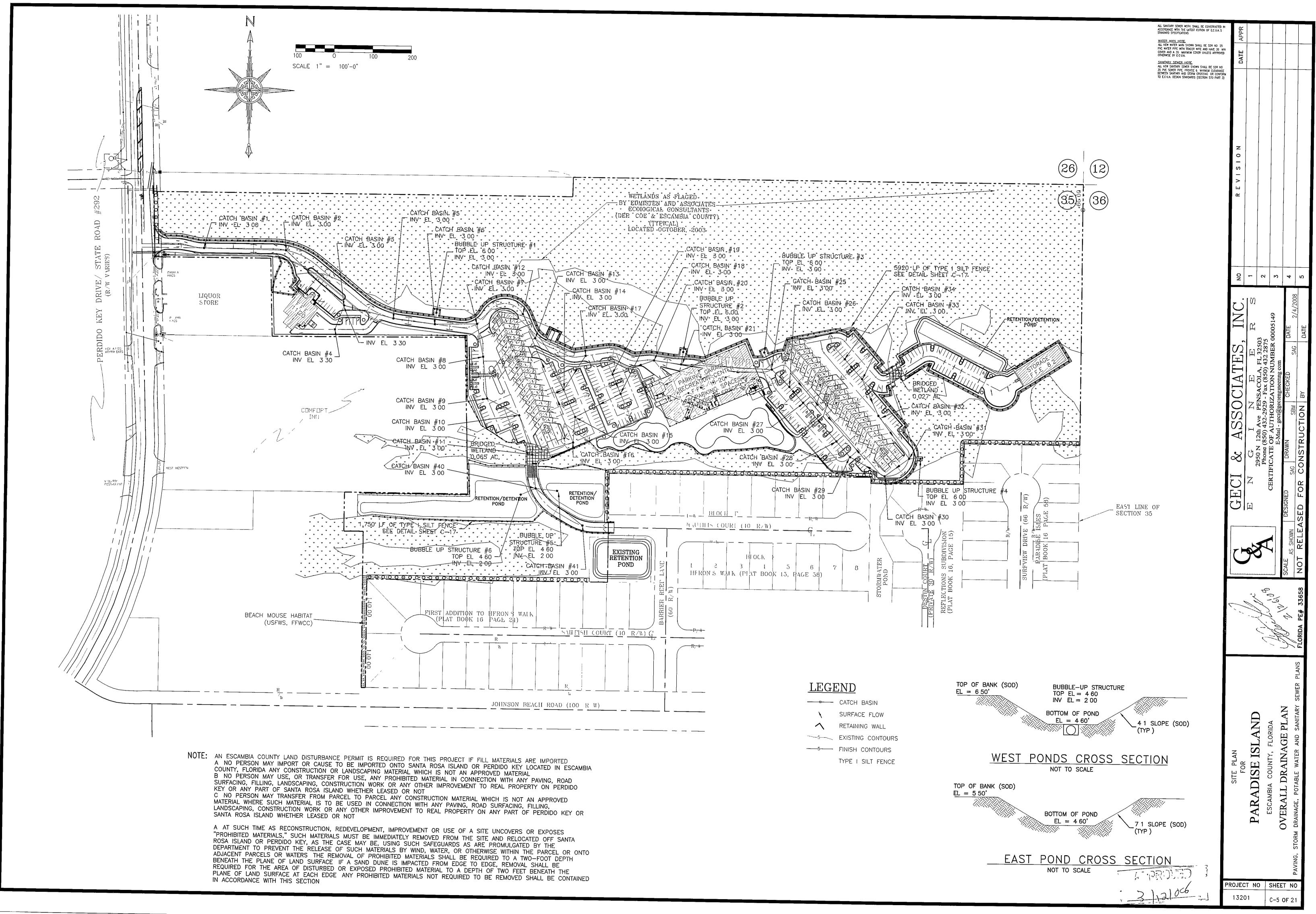
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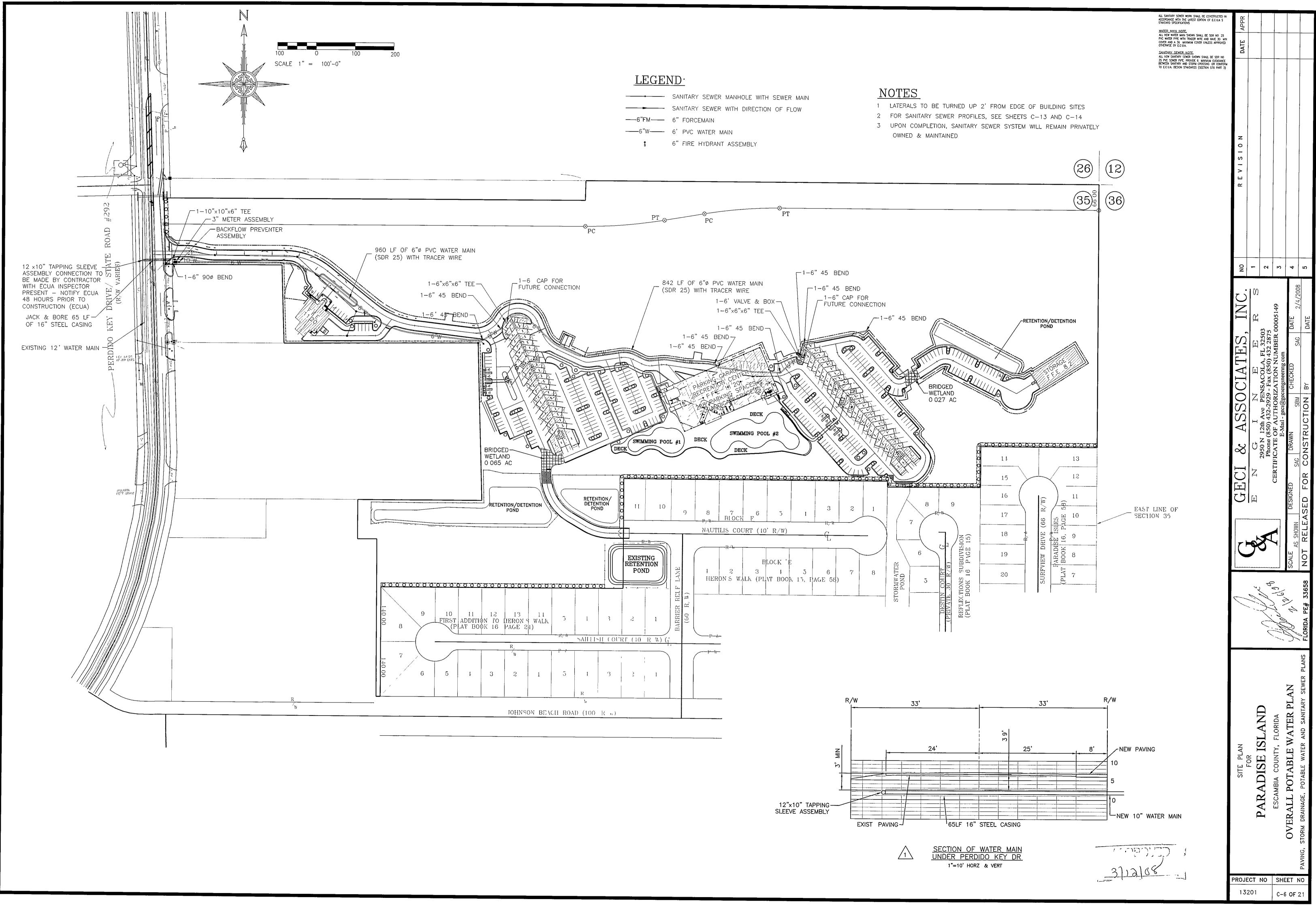


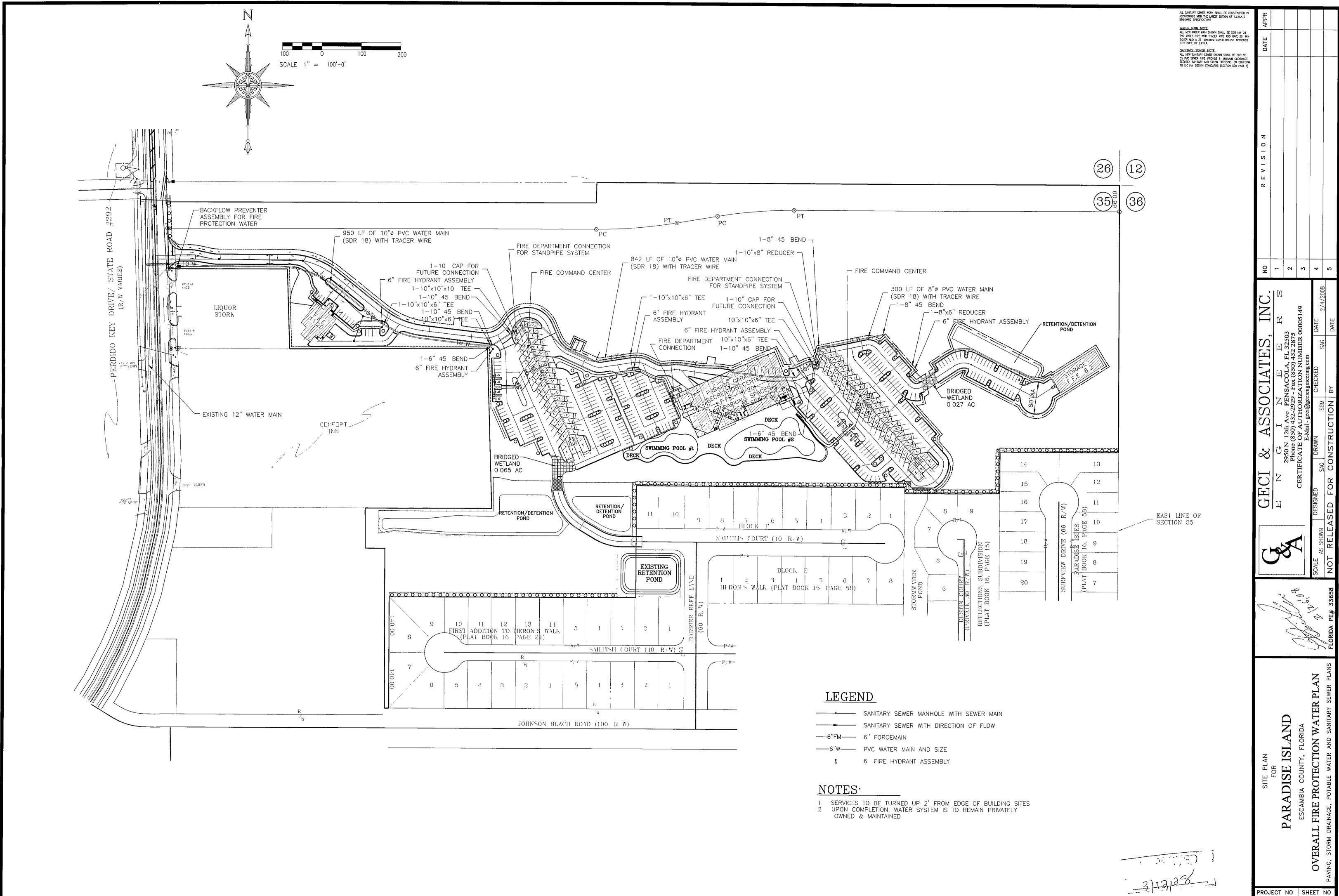




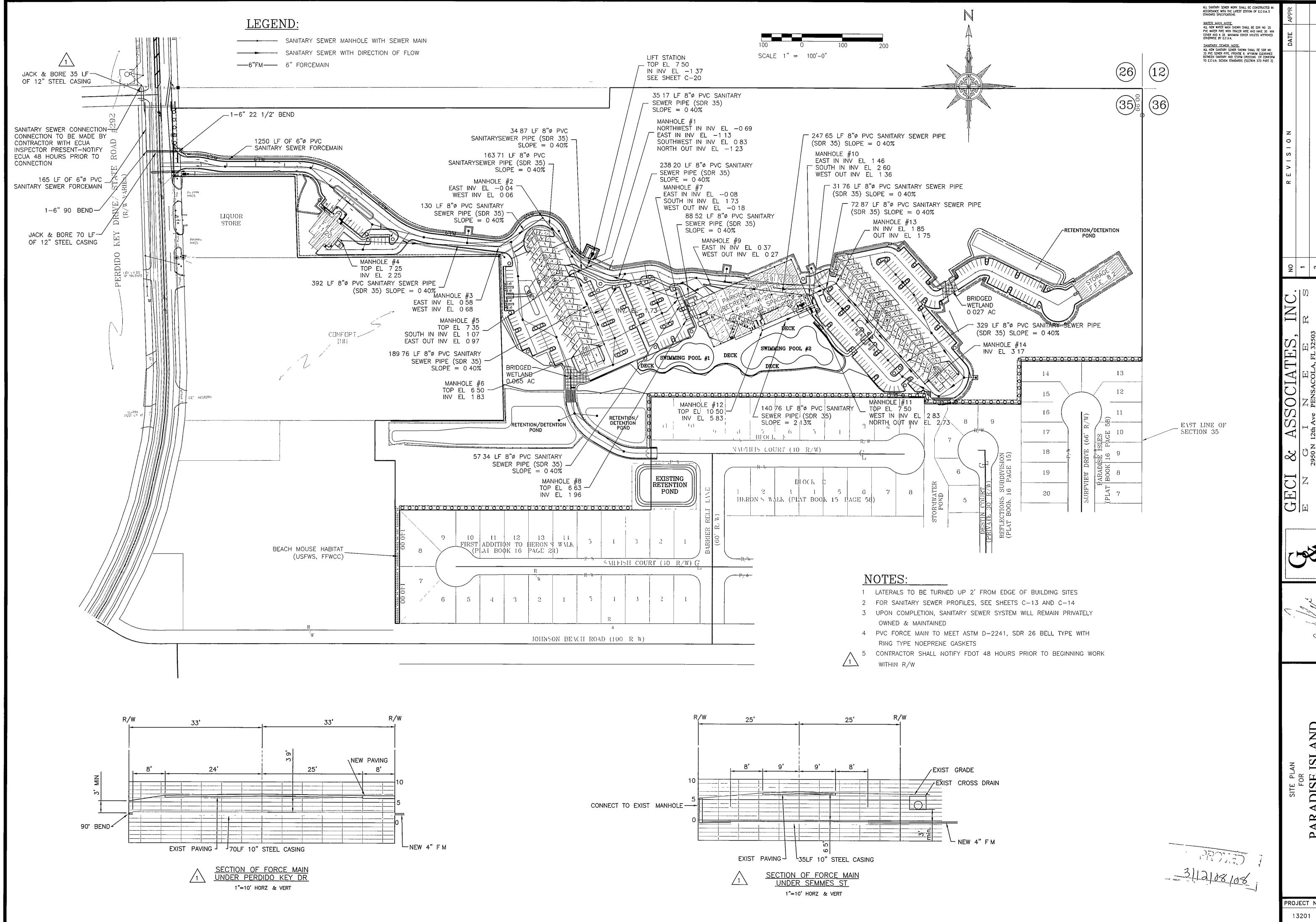




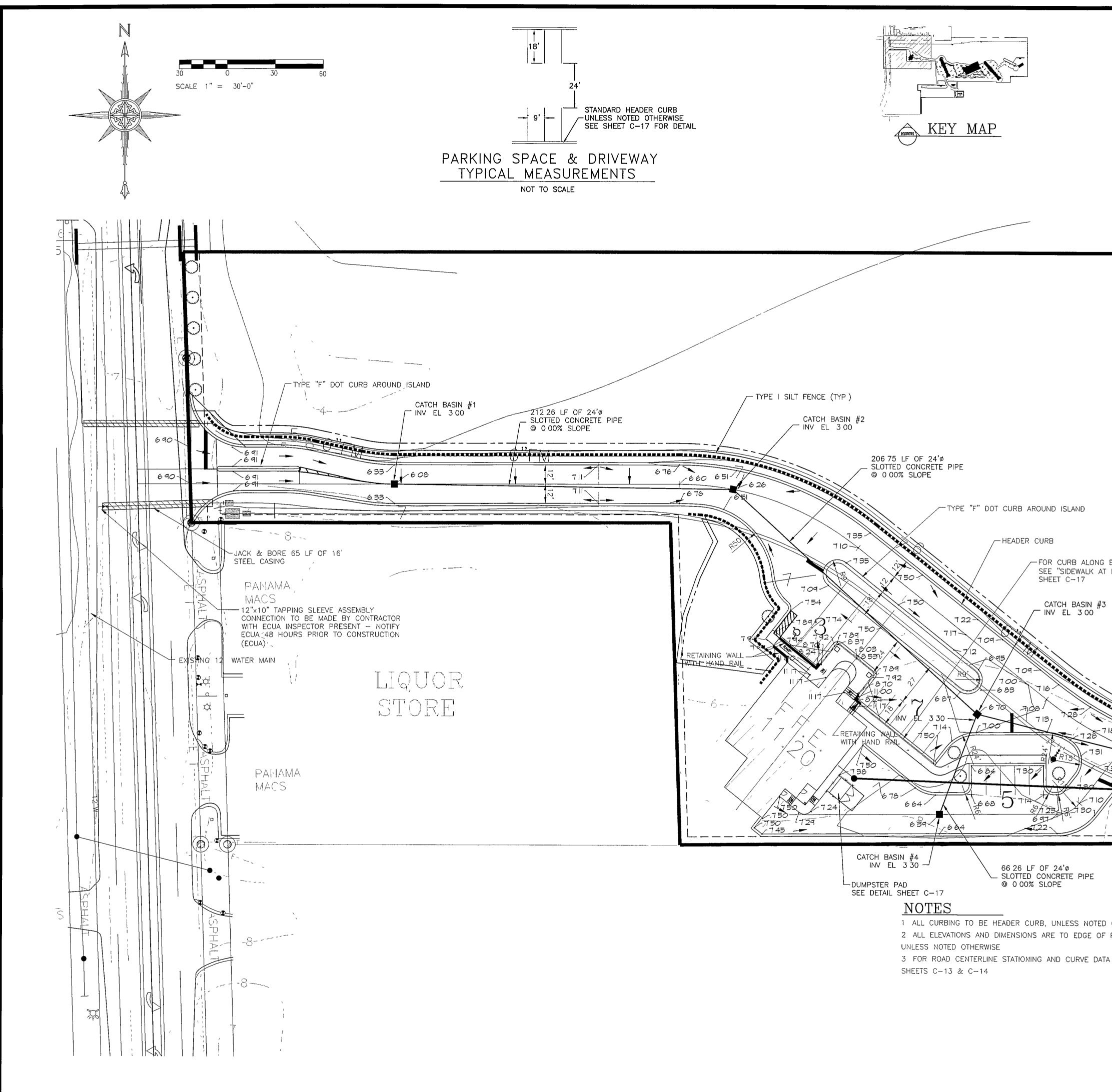




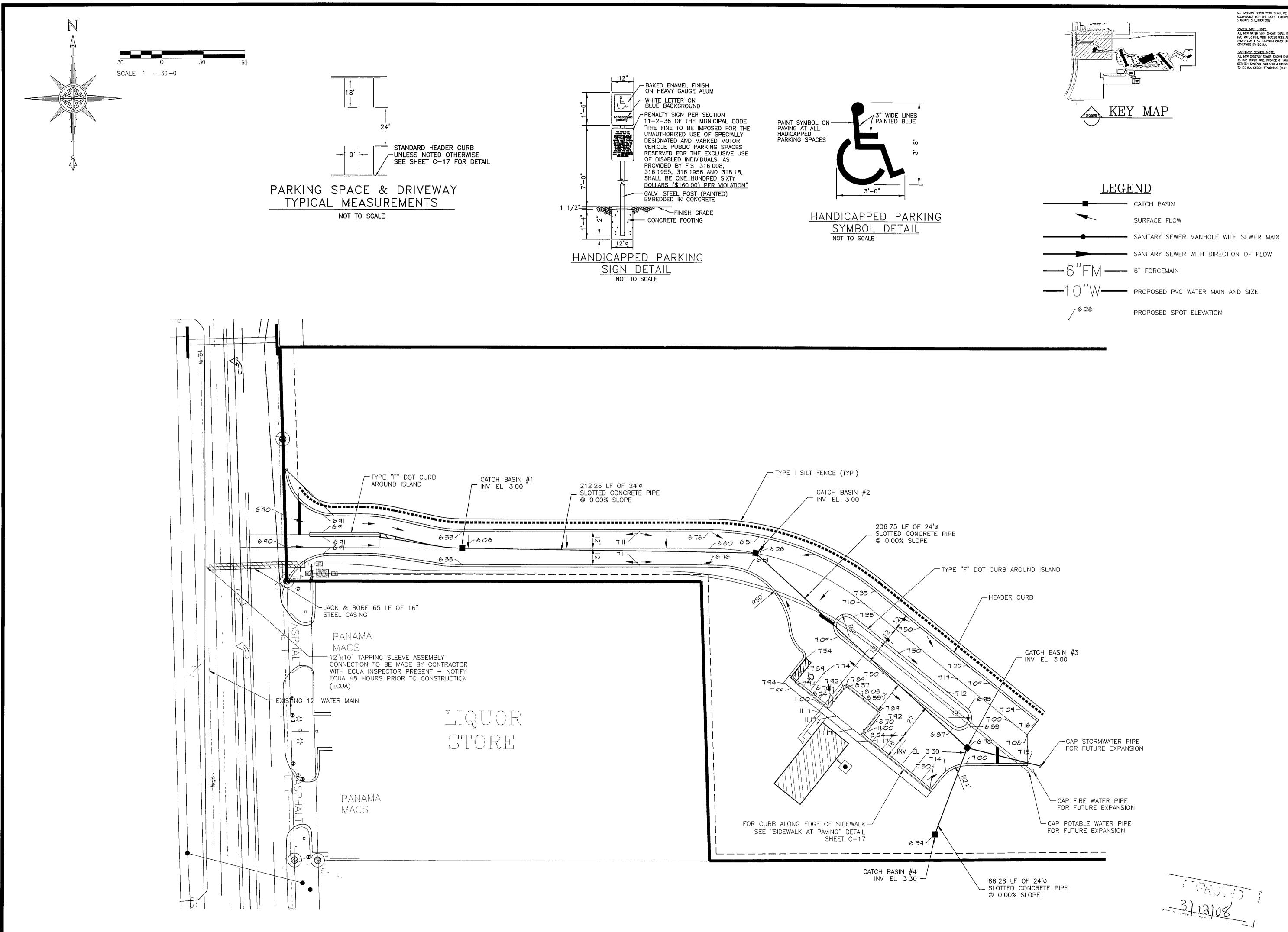
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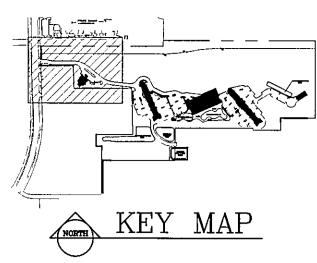


	SITE PLAN	2	ζ	GECI & ASSOCIATES. INC.	ON	REVISION	DATE APPR	۲.
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	FARADISE ISLAND	All a	8	ACOLA, FL 32503 ax (850) 432 2875	2			
C-	φ ΕSCAMBIA COUNTY, FLORIDA	nel non		CERTIFICATE OF AUTHORIZATION NUMBER 00005149 E-Mail - geci@geciengineering com	ю			
	E OVERALL SANITARY SEWER PLAN		SCALE AS SHOWN	DESIGNED CHECKED DATE 2/4/2008	4			
21	${\cal E}$ paving, storm drainage, potable water and sanitary sewer plans	/ // FLORIDA PE# 33658	NOT RELEASED FO	DR CONSTRUCTION BY	5			

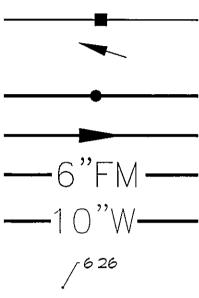


ALL SANTARY SEWER WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EXTRON OF E C U.A. S STANDARD SPECIFICATIONS	АРРК	
WATER MAIN_NOTE. All NEW WATER MAIN SHOWN SHALL BE SDR NO 25 PVC WATER DATE NEW AND HAVE 30 MIN COVER AND A 36 MAXMUM COVER UNLESS APPROVED OTHERWISE BY ECUA	DATE	
<u>Sanitary Sewer note.</u> All new Sanitary Sewer shown shall be sor no 35 proc Sewer Provide 6 minimum clearance Between Sanitary and storm crossing or conform	DA	
TO ECULA DESIGN STANDARDS (SECTION 570 PART 3)		
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	ASSO I N 2th Ave PEN 50) 432-2929 -	SBM SBM TION
	$A_{\rm L}$ I 12th / 850) 4	E-Mail- VN FUC
	& ASSOCIATES, G I N E E 2950 N 12th Ave PENSACOLA, FL 32503 Phone (850) 432-2929 - Fax (850) 432 2875 ICATE OF AUTHORIZATION NUMBER 0	E-Mail - geci@g
EDGE OF SIDEWALK PAVING" DETAIL		SAG
	EC]	ED FOR
	Ш Ш	D
132 02 LF OF 24'Ø SLOTTED CONCRETE PIPE 30 LF OF 24'Ø BUBBLE UP STRUCTURE #1		
SLOTTED CONCRETE PIPE 30 LF OF 24'Ø BUBBLE UP STRUCTURE #1 © 0 00% SLOPE SLOTTED CONCRETE PIPE TOP EL 6 00 © 0 00% SLOPE INV EL 3 00		AS SHOWN
CATCH BASIN #5 VINV EL 300		SCALE A
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© 0 00% SLOPE	er all	√ 1 ⁶¹ 1 PE# 33658
		PE# :
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696 657 657 688 667 688 618 650 0011 0010 1915 55 650 650 650 650 650 650 650 650 650	<u>``</u>	
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LEGEND		SITE PI sanitary
SURFACE FLOW		
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SANITARY SEWER MANHOLE WITH SEWER MAIN	PAR	STRAT drainage,
SANITARY SEWER WITH DIRECTION OF FLOW		JIST M DR/
6"FM6" FORCEMAIN		
		PAVING,
6' FIRE HYDRANT ASSEMBLY	PROJECT NO	ੇ SHEET NO
/ TROPOSED SPOT ELEVATION		C-9 OF 21





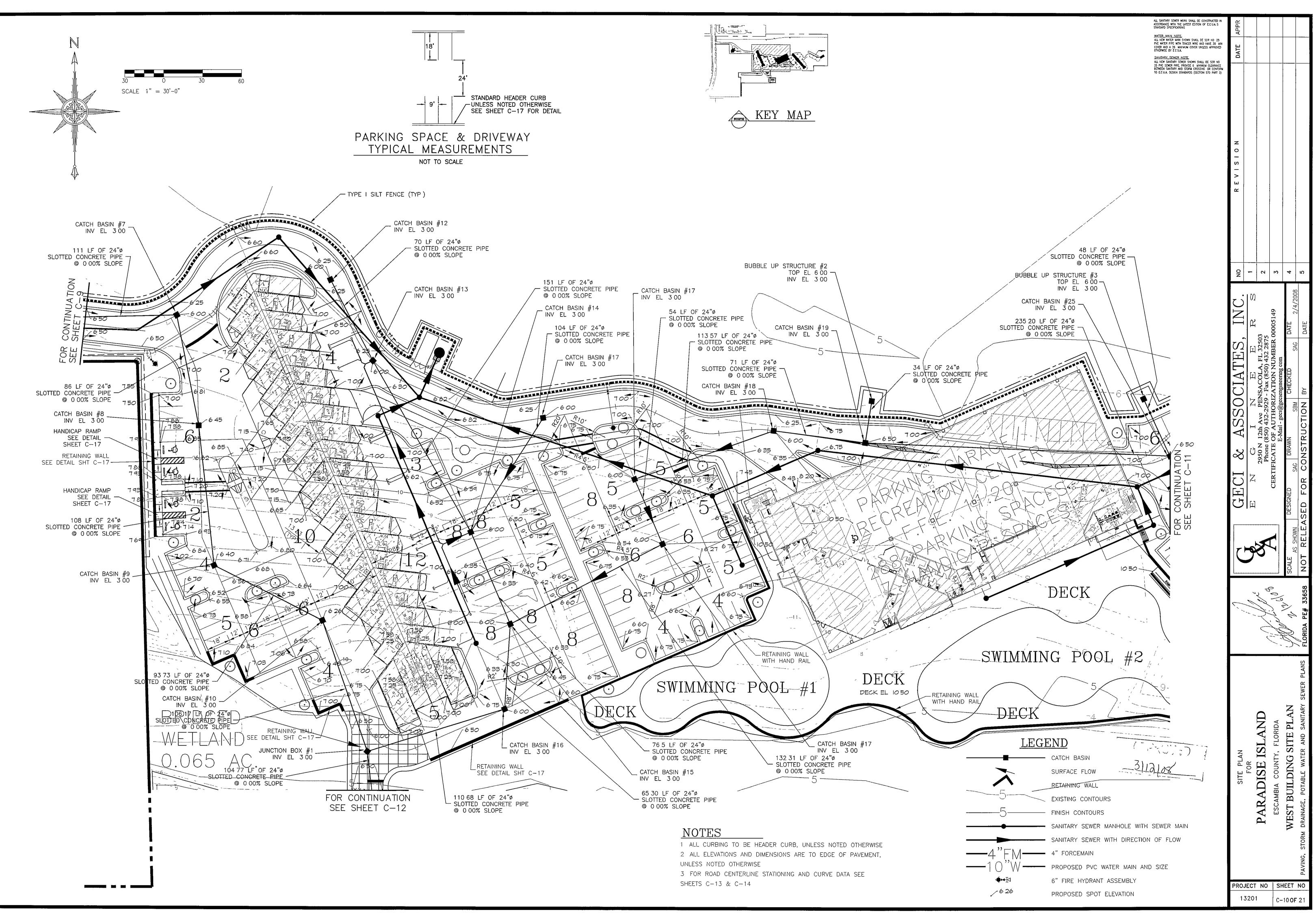
ALL SANITARY SEVER WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF ECUA S STANDARD SPECIFICATIONS
WATER MAIN NOTE. ALL NEW WATER MAIN SHOWN SHALL BE SOR NO 25 PVC WATER PIPE WITH TRACER WIRE AND HAVE 30 M/N COVER AND A 36 MAXINUM COVER UNLESS APPROVED OTHERWISE BY ECUA
SANITARY SEWER NOTE. All New Sanitary Sewer Shown Shall Be SDR NO 35 PVC SEWER PIPE, PROVDE 6 MINIUUM (LEARNNEE BETWEEN SANITARY AND STORM CROSSING OR CONFORM TO ECULA DESIGN STANDARDS (SECTION 570 PART 3)

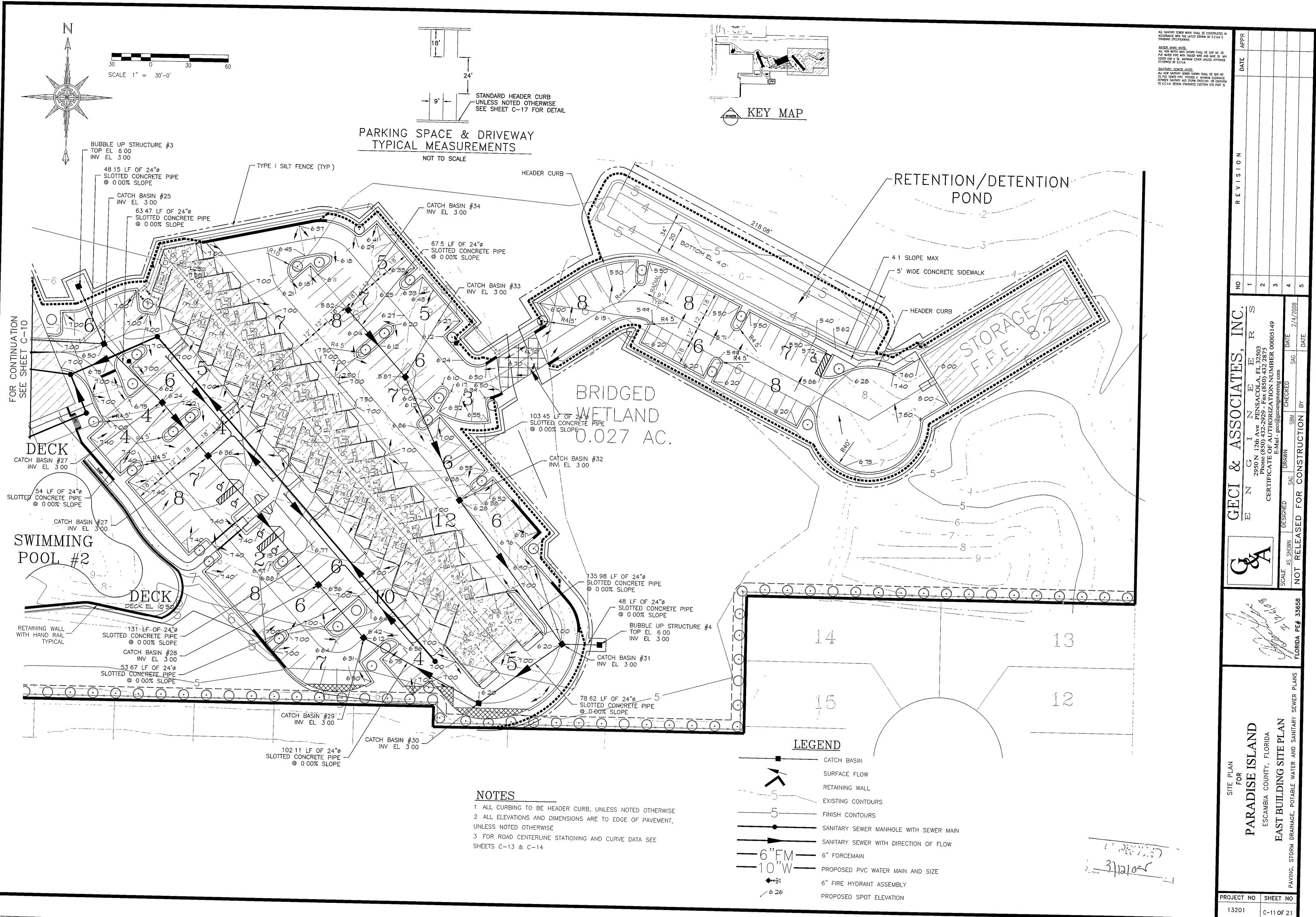


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PROPOSEI	D PVC V	WATER	MAIN	AND	SIZE	

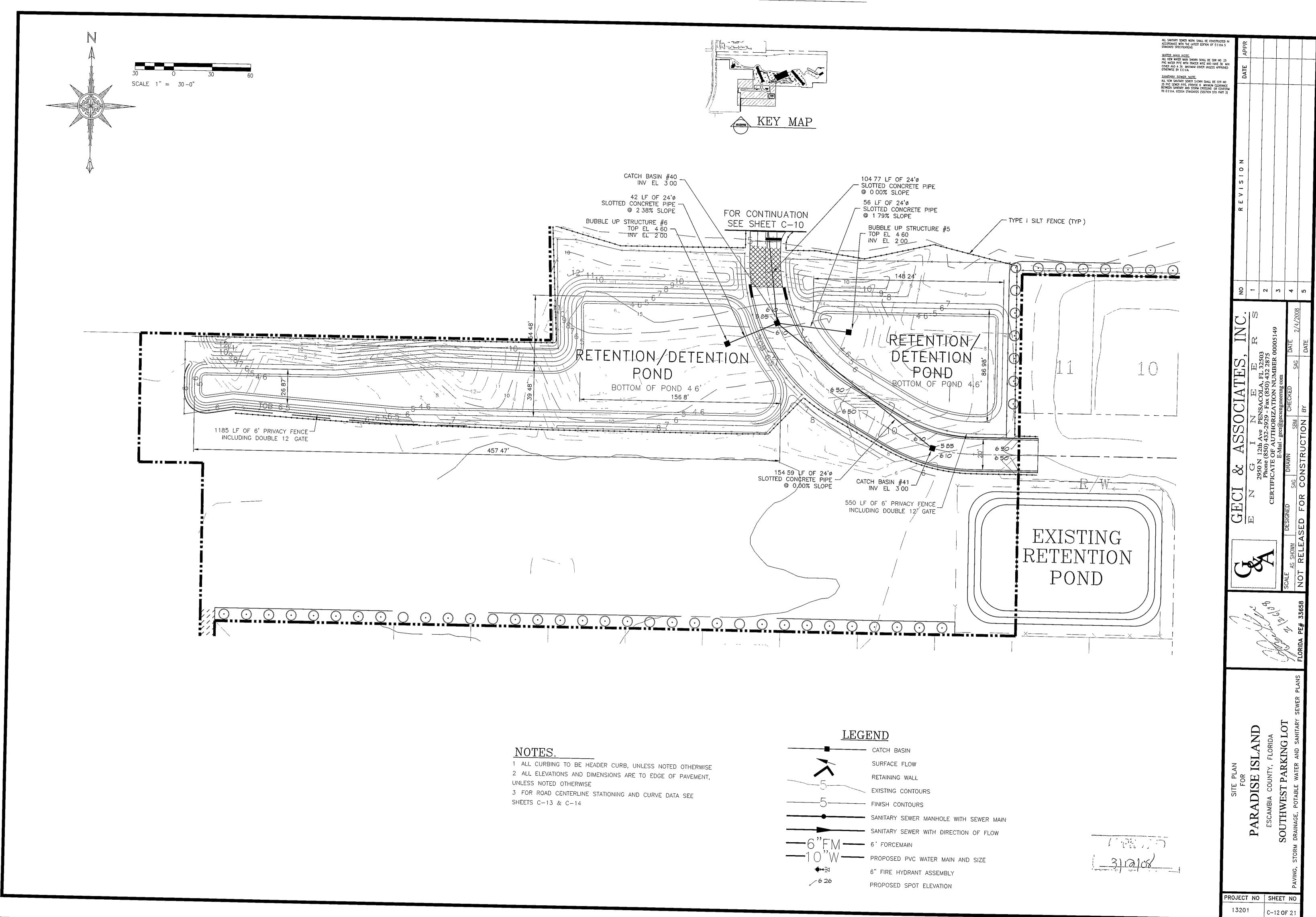
PROPOSED SPOT ELEVATION

DATE APPR					
REVISION					
ON	-	2	3	4	ۍ ۲
GECI & ASSOCIATES, INC.	N N N N N N N N N N	Phone (850) 432-2929 - Fax (850) 432 2875	CERTIFICATE OF AUTHORIZATION NUMBER 00005149 E-Mail - geci@geciengineering com	SCALE DESIGNED CAR CHECKED DATE CHECKED CHECKED 2/1/2008	
		a W Ca	Martine 100	Nr Nr	
SITE PLAN	FOR	PARADISE ISLAND	ESCAMBIA COUNTY, FLORIDA	TEMPORARY SALES TRAILER	PAVING, STORM DRAINAGE, POTABLE WATER AND SANITARY SEWER PLANS
PROJ	IECT 3201	NO		IEET 9A OF	NO

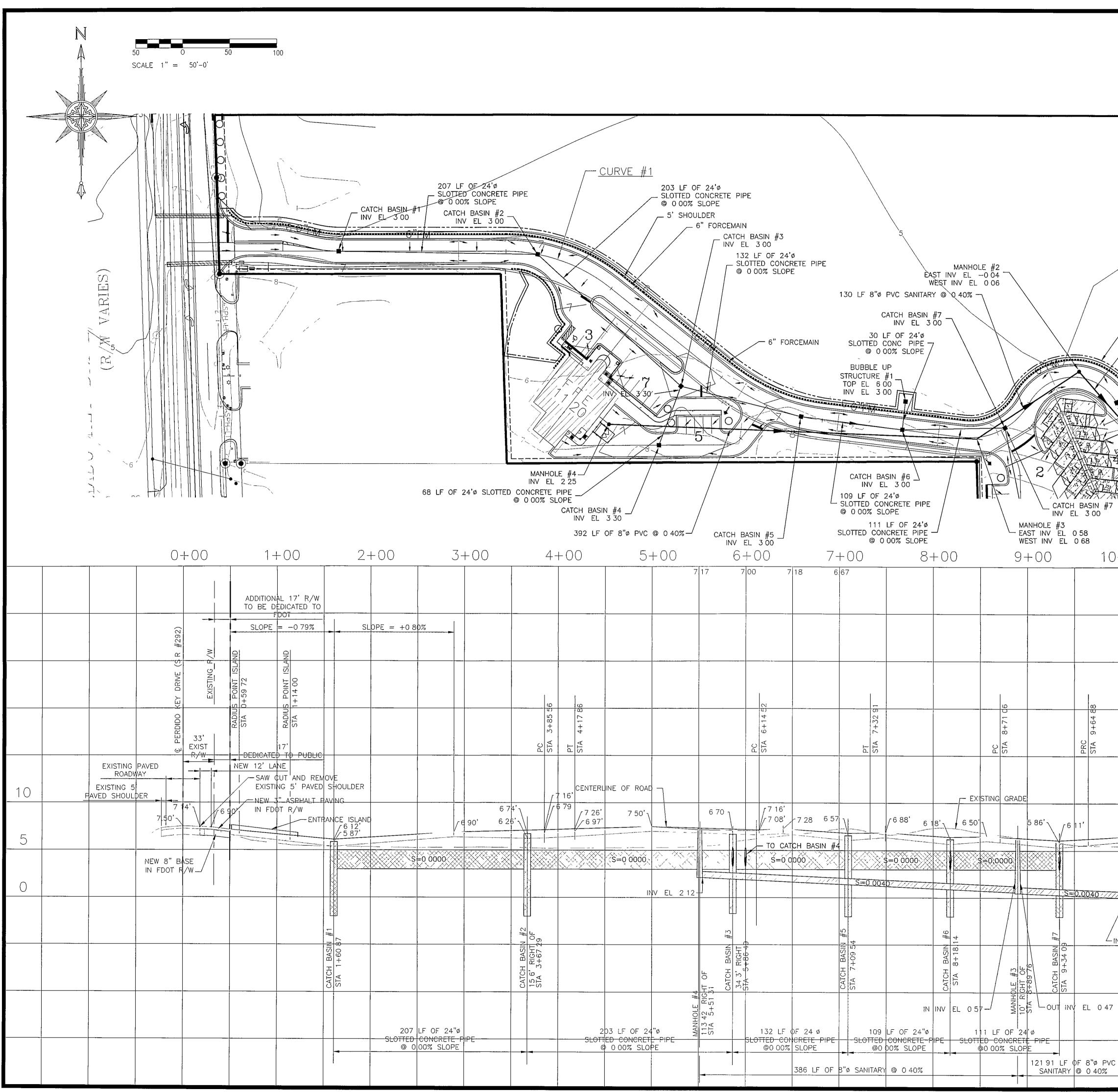




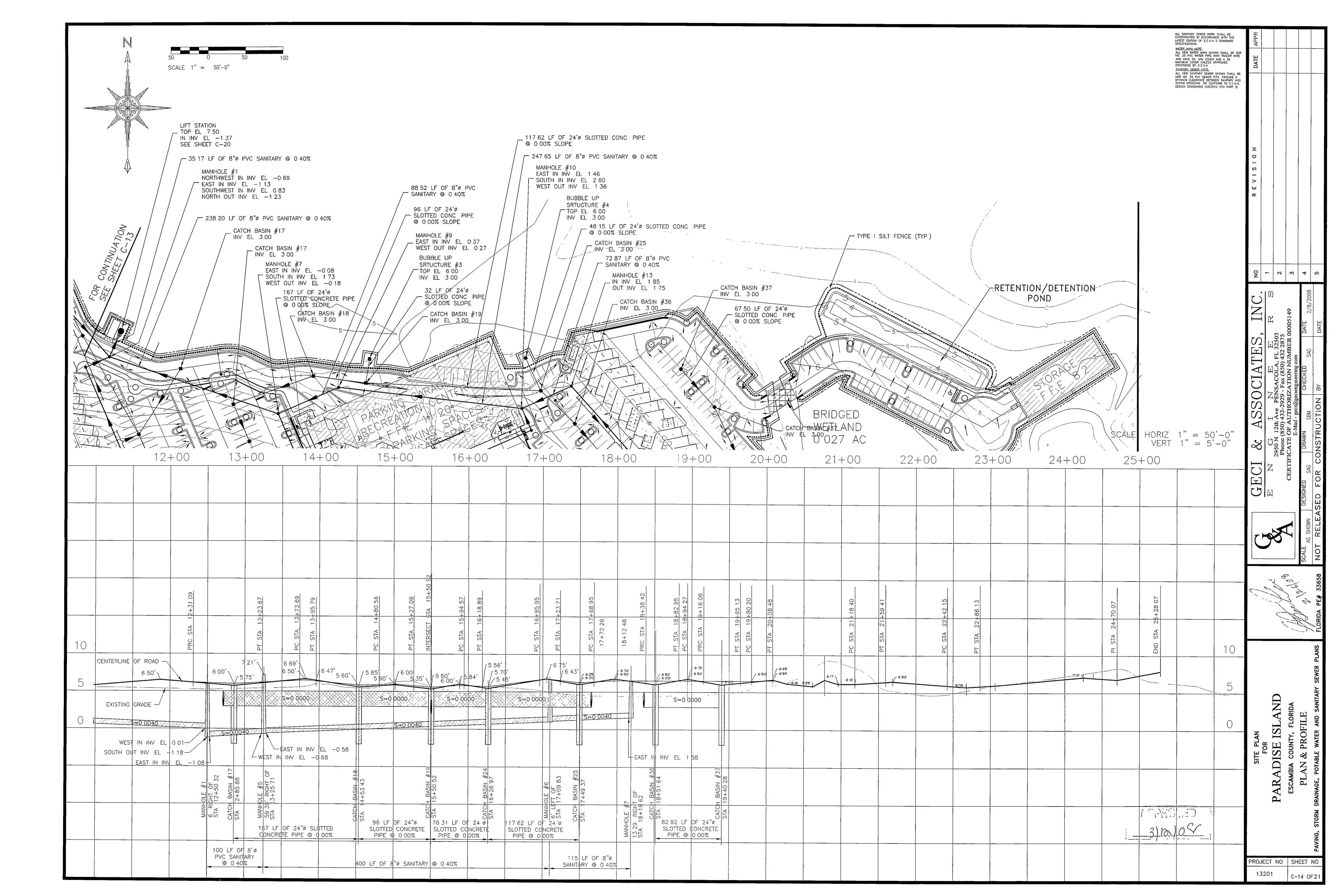
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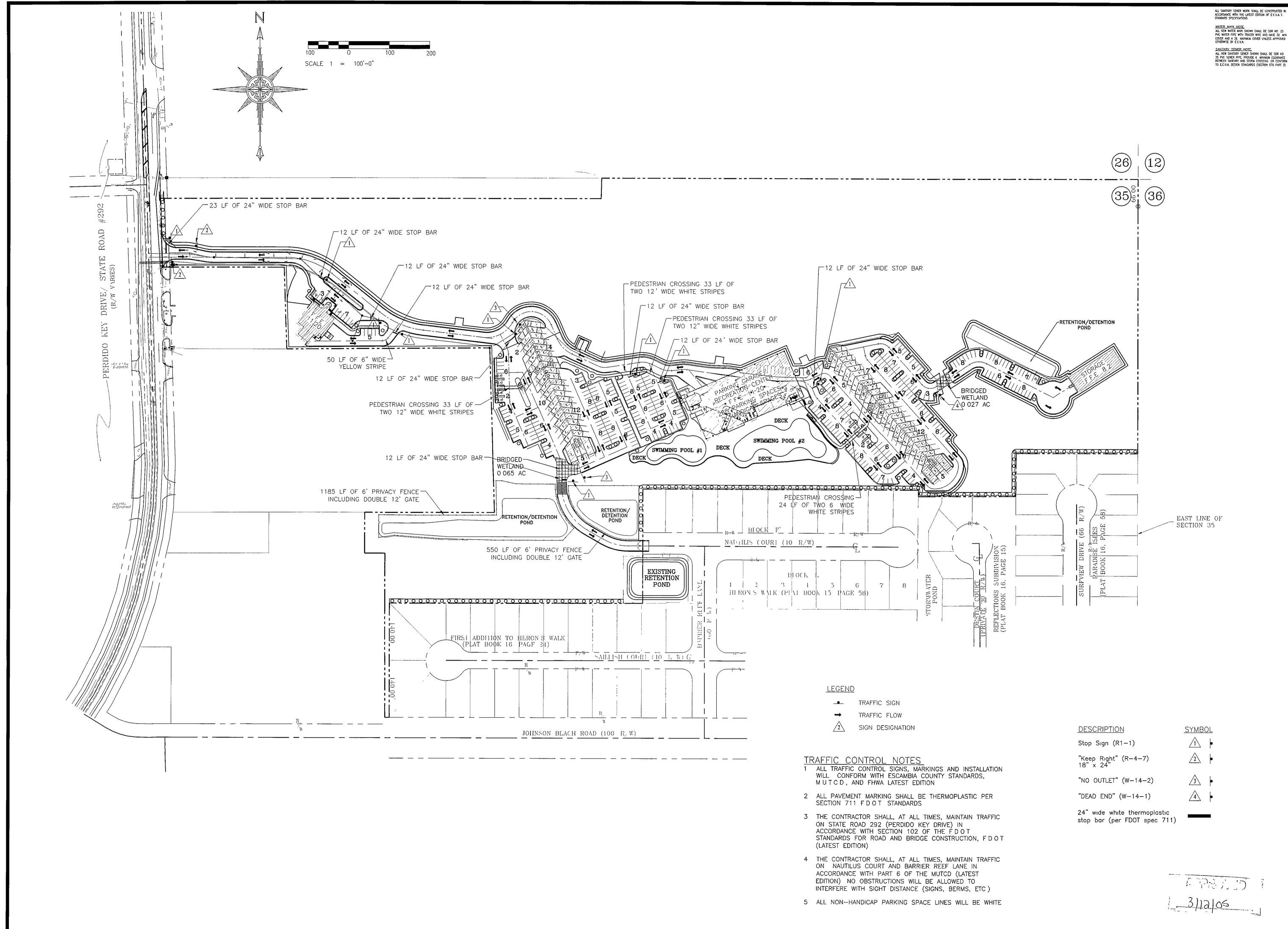


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ID INSTALLATION TANDARDS,
PLASTIC PER
INTAIN TRAFFIC IN DOT RUCTION, FDOT
INTAIN TRAFFIC JANE IN (LATEST VED TO ERMS, ETC)
WILL BE WHITE

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3/12/05	

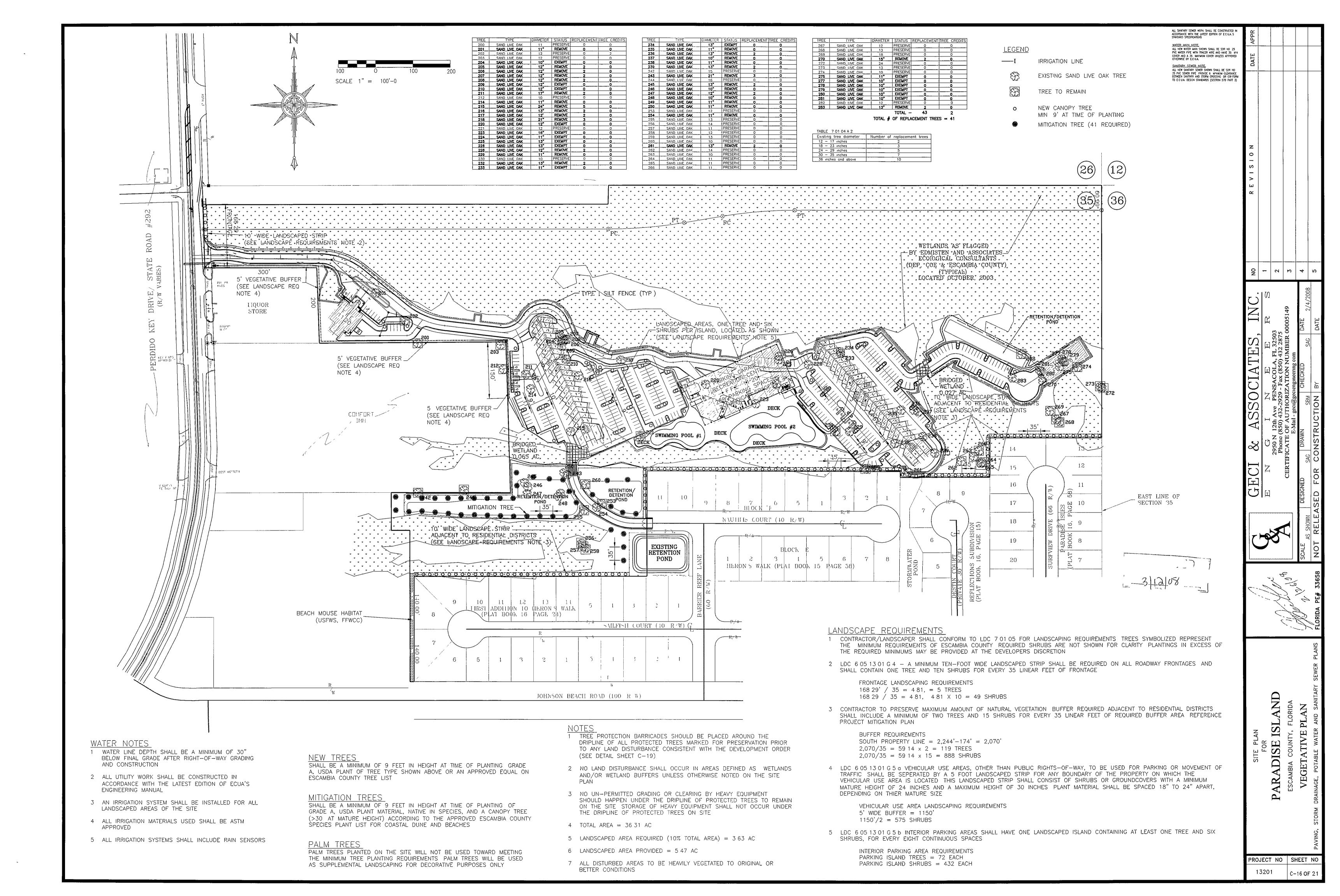
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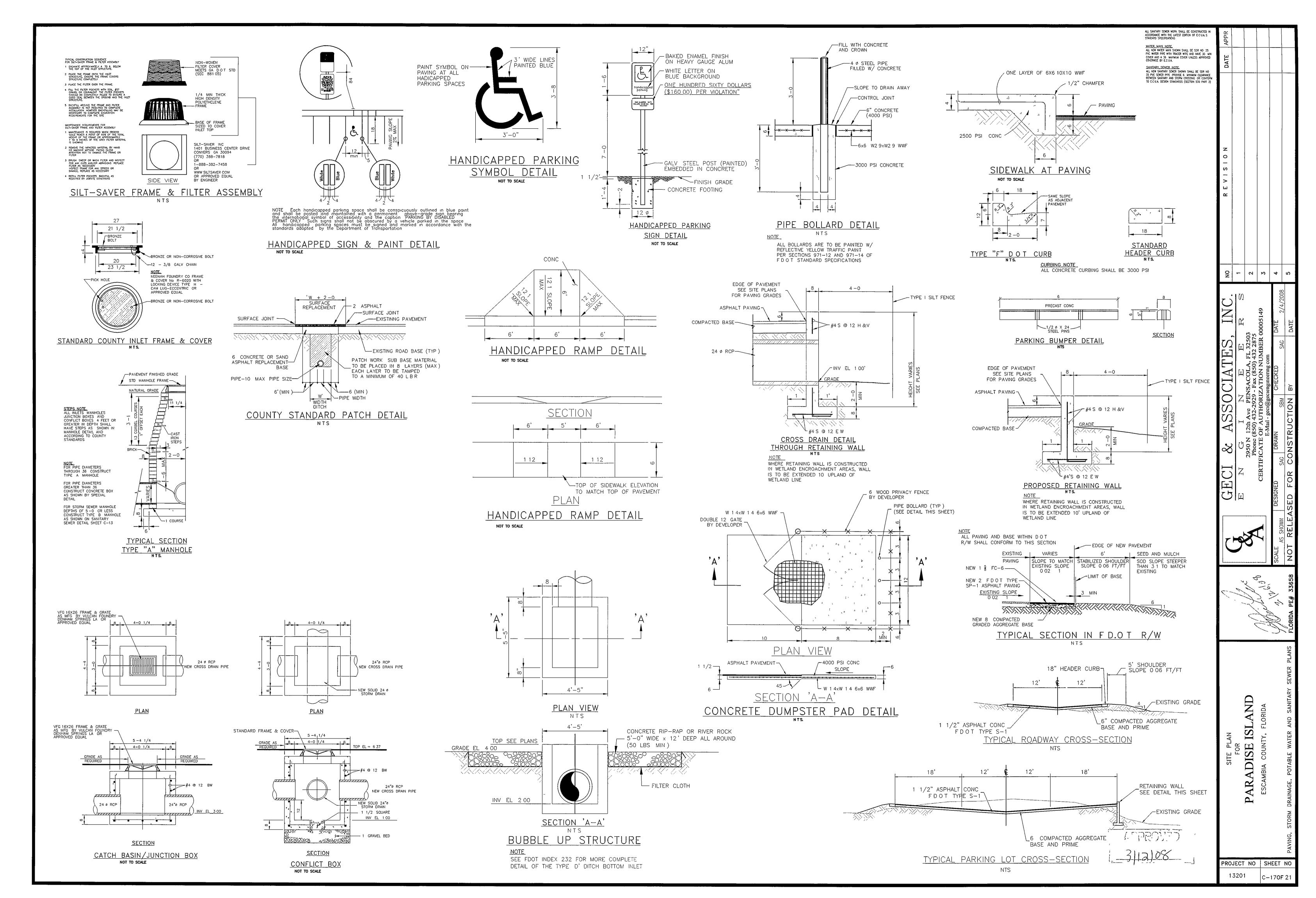
C-15 OF 21

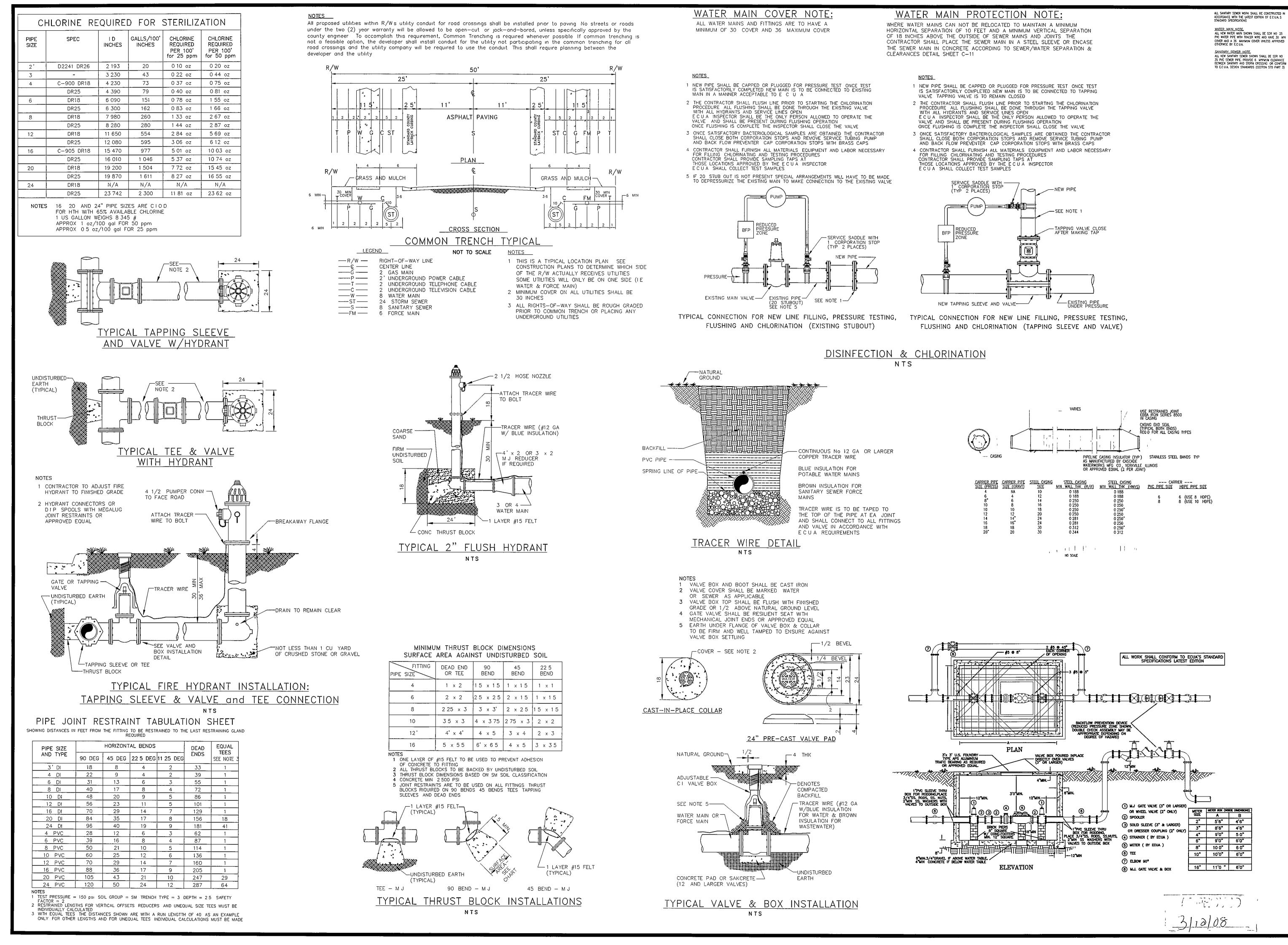
"Keep Rıght" (R-4-7) 18" x 24"	$\sqrt{2}$
"NO OUTLET" (W-14-2)	$\sqrt{3}$
"DEAD END" (W-14-1)	4
24" wide white thermoplastic stop bar (per FDOT spec 711)	

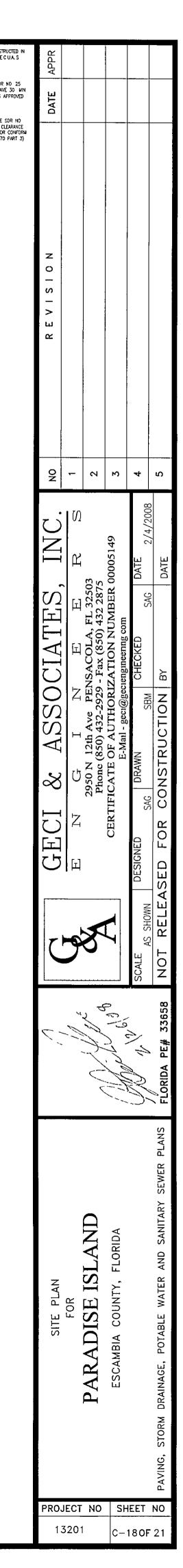
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> Rıght" (R−4−7) < 24"	$\sqrt{2}$
OUTLET" (W-14-2)	3
) END" (W-14-1)	4

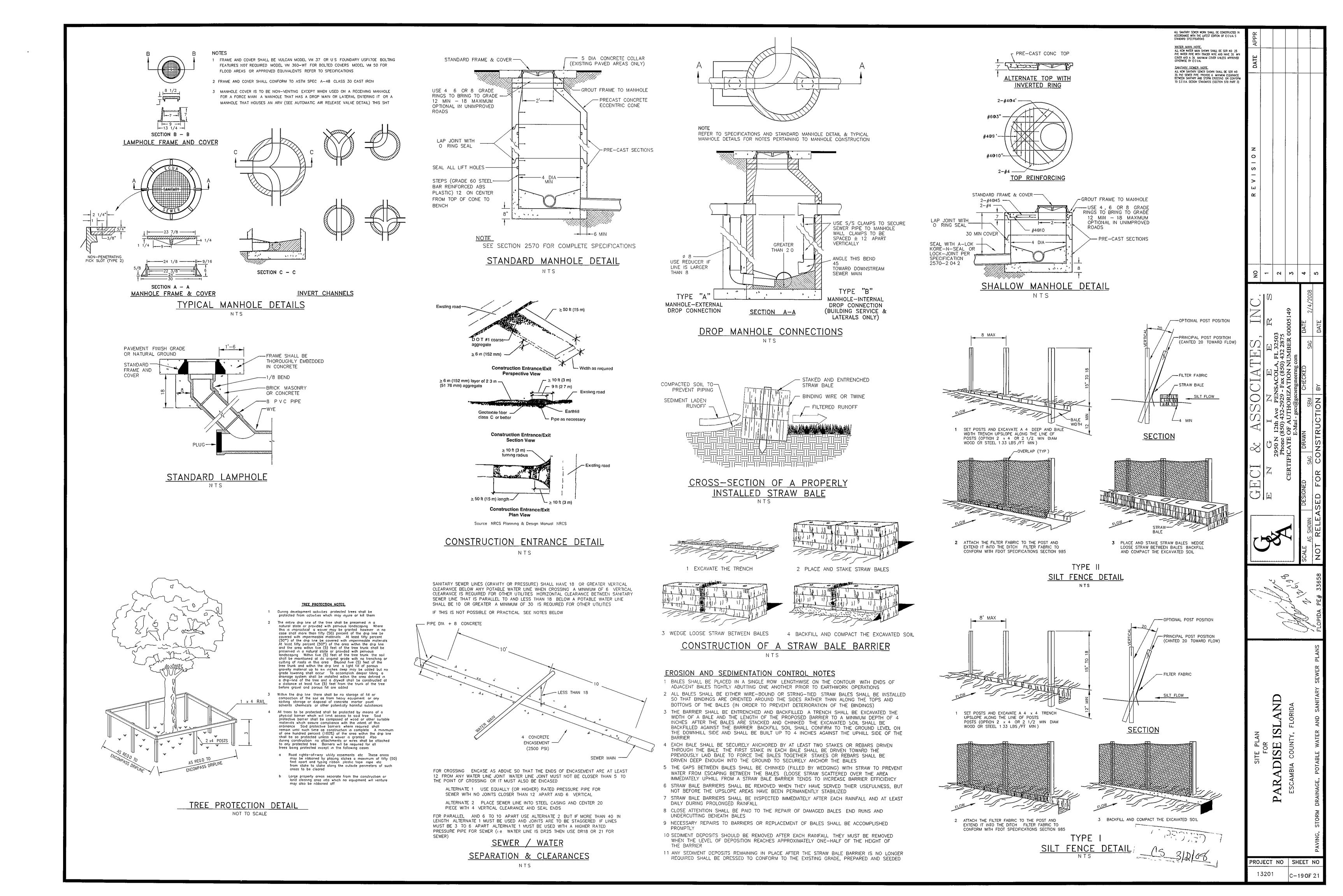
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	SITE PLAN	C.	ζ	GECI & ASSOCIATES, INC.	INC.	N	REVISION	DATE APPR
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110	PARADISE ISLAND	A W C	8	2950 N 12th Avc PENSACOLA, FL 32503 Phone (850) 432-2929 - Fax (850) 432 2875		2		
	ESCAMBIA COUNTY, FLORIDA	The work	2	CERTIFICATE OF AUTHORIZATION NUMBER 00005149 E-Mail - geci@geciengmeering com	0005149	3		
EET	TRAFFIC CONTROL PLAN	Nr NN	SCALE AS SHOWN	SAG	DATE 2/4/2008	4		-
21	$\mathbf{\mathcal{S}}$ paving, storm drainage, potable water and sanitary sewer plans	ノリ FLORIDA PE# 33658	NOT RELEASED	FOR CONSTRUCTION BY	DATE	5		

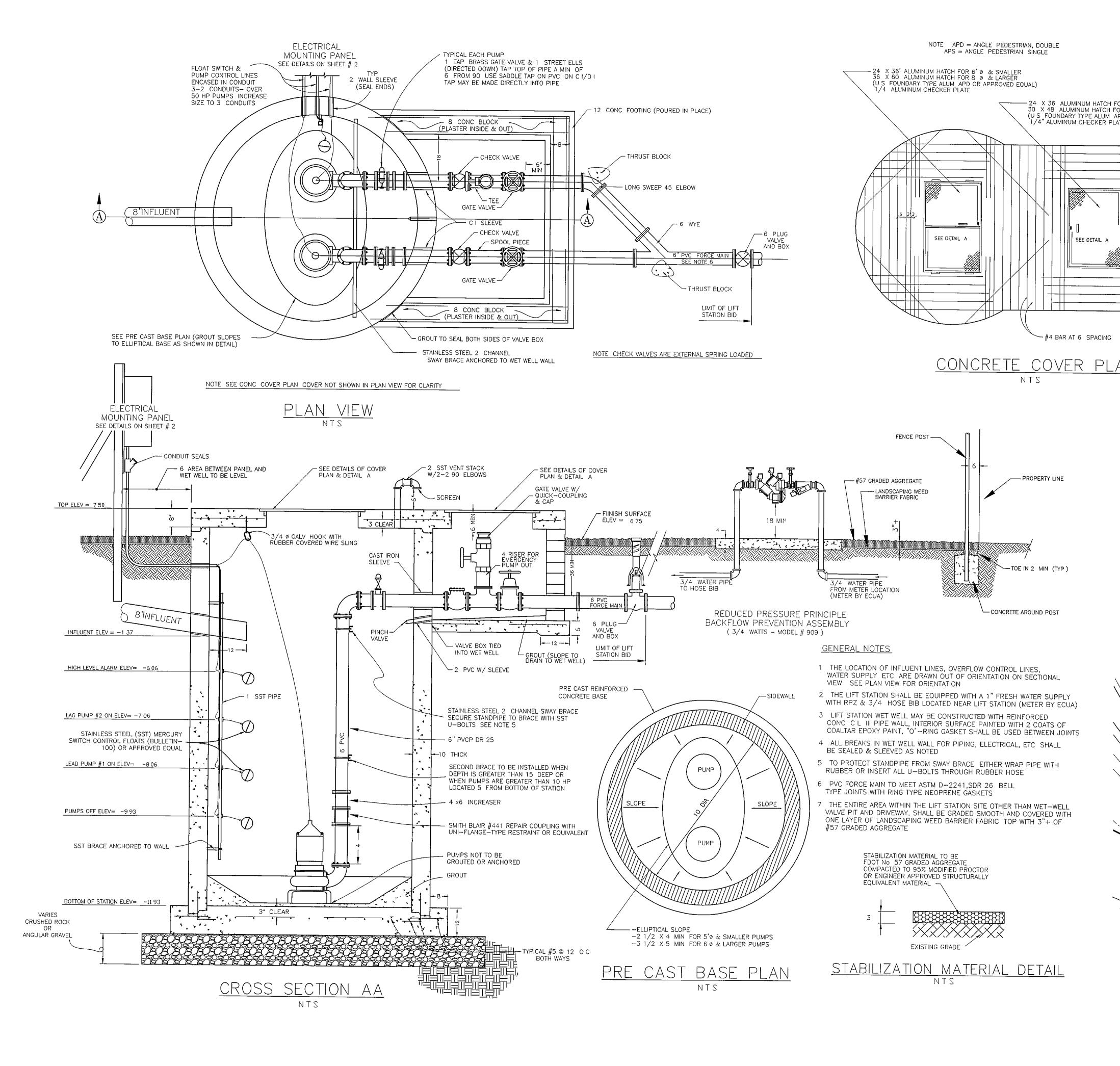






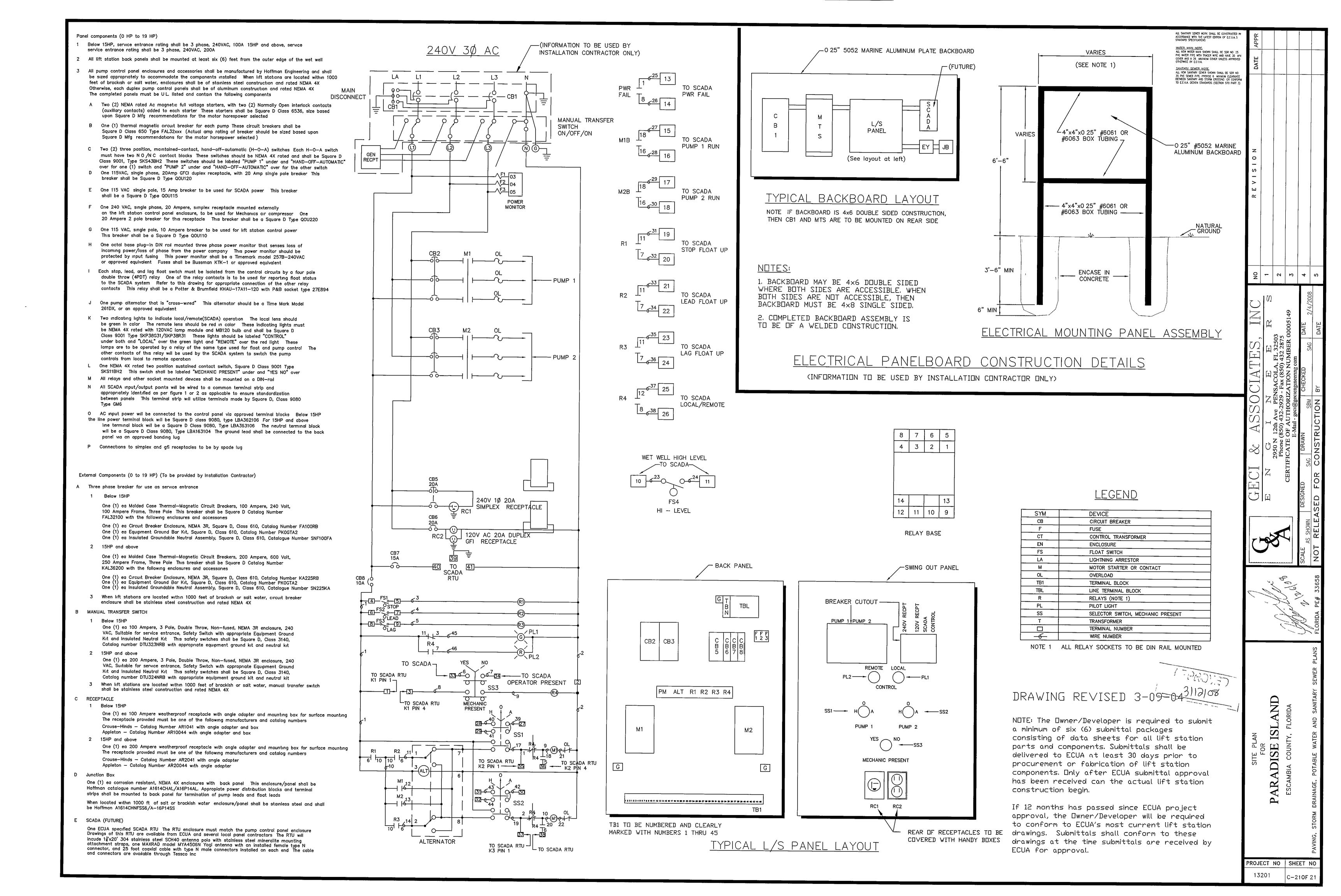


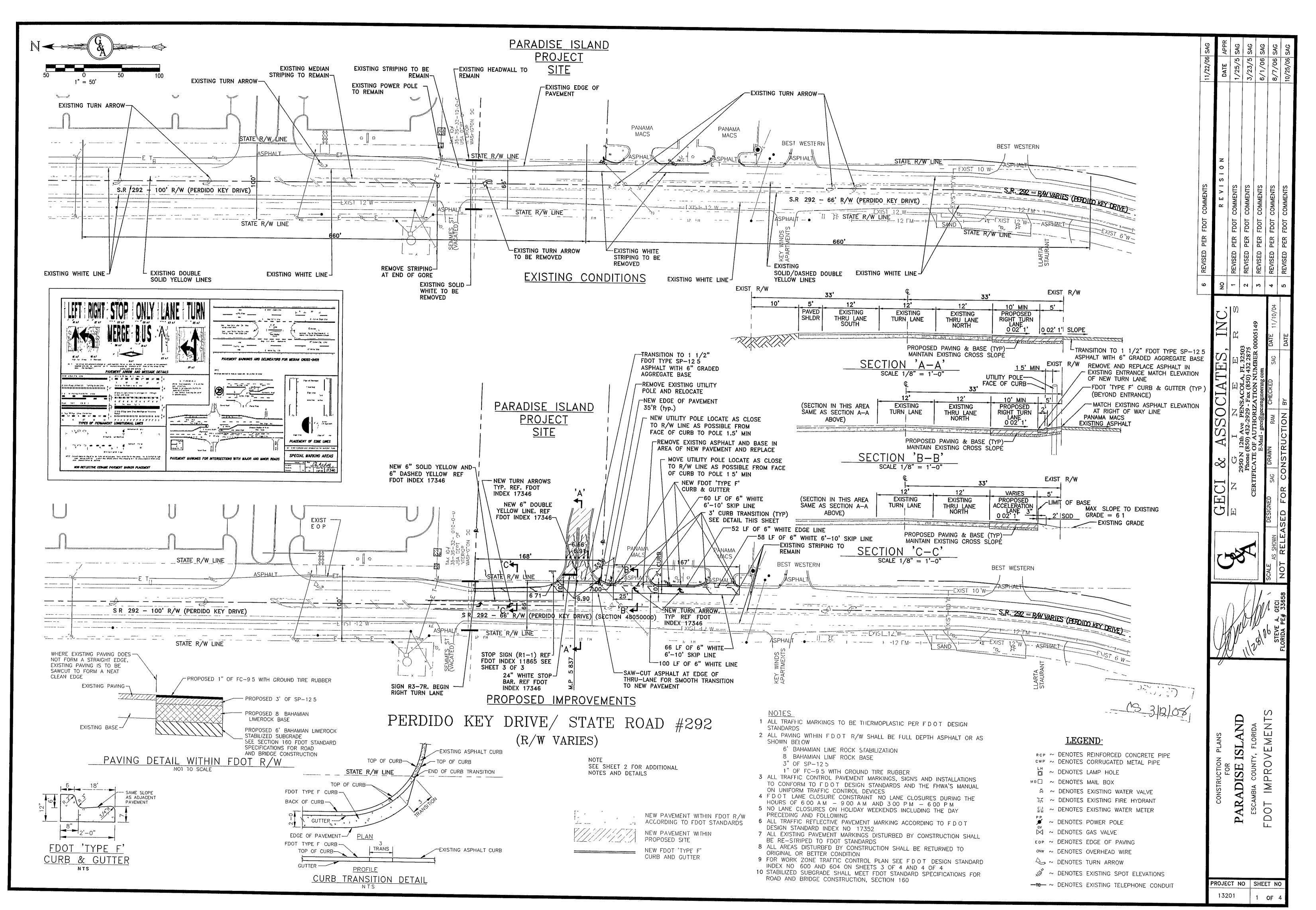




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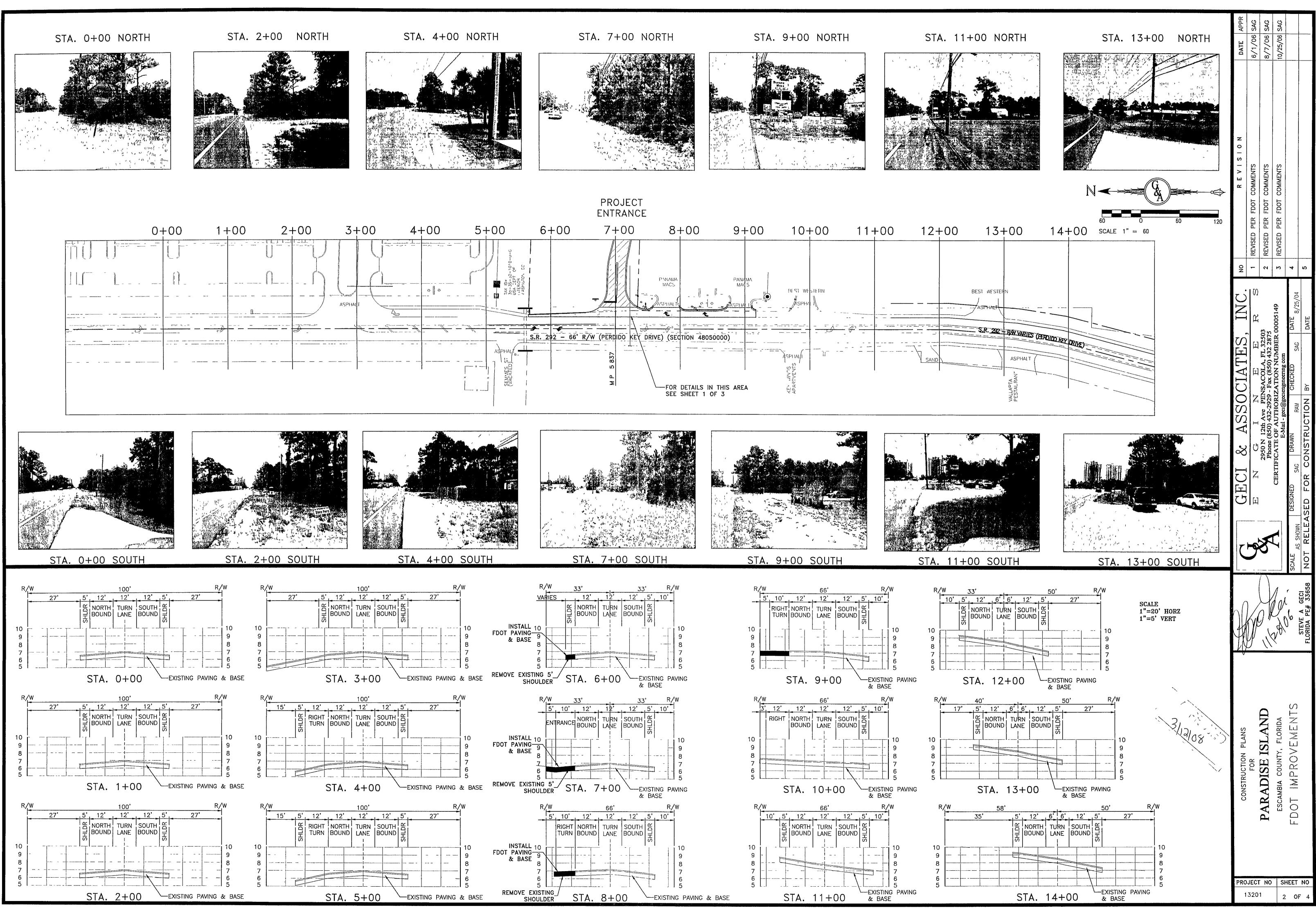
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<u>DETAIL "A"</u> NTS	INC NO R S 11 3 2 00005149 3 ATF	2/4/2008
PUMP INFORMATION MANUFACTURER HYDRDMATIC TYPE PUMP (DUPLEX) SUBMERSIBLE_NDN-CLDG_4*_VDRTEX MODEL NO S4LVX CAPACITY (GPM - TDH) 375GPM-29TDH IMPELLOR SIZE & NO 10* DISCHARCE PIPE SIZE 6* HP - RATED RPM 7 5HP/1150RPM VOLT/PHASE 2'30V/3_PHASE WET WELL DIAMETER 10*-0* WET WELL DEPTH 19 43 INFLUENT DIA / ELEV 8*/-137* FORCE MAIN DIA / ELEV 6'/3 25' BOTTOM ELEV OF STATION -11 93 PUMPS OFF ELEV -9 93 PUMP 1 ON (LEAD) ELEV -8 06 PUMP 2 ON (LAG) ELEV -7 06 HIGH LEVEL ALARM ELEV -6 06 TOP ELEV OF STATION 7 50'	& ASSOCIATES, GIN I2th Ave PENSACOLA, FL 32502 Phone (850) 432-2929 - Fax (850) 432 2875 CATE OF AUTHORIZATION NUMBER (E-Mail - geci@gectengineering.com	ED FOR CONSTRUCTION BY
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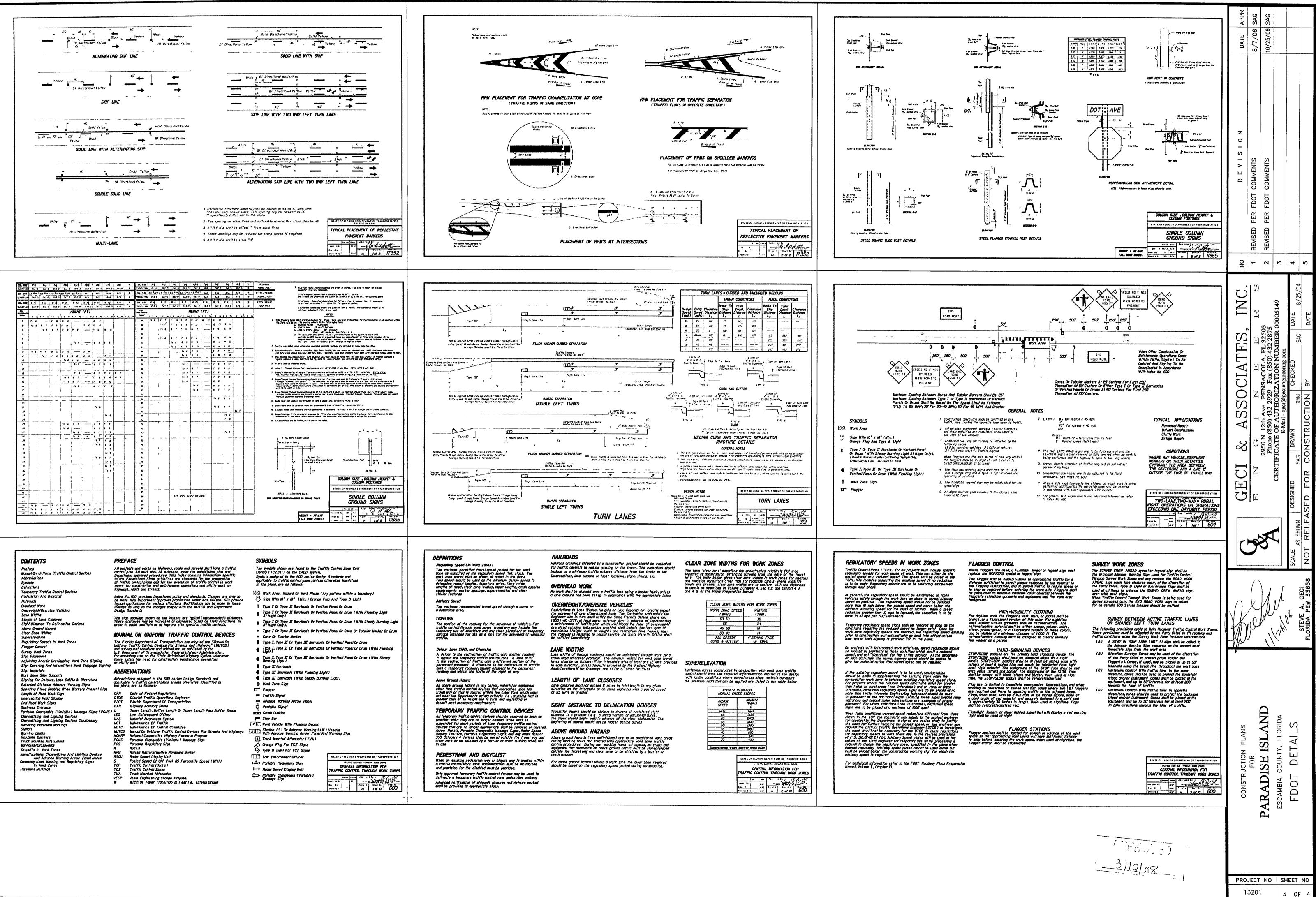


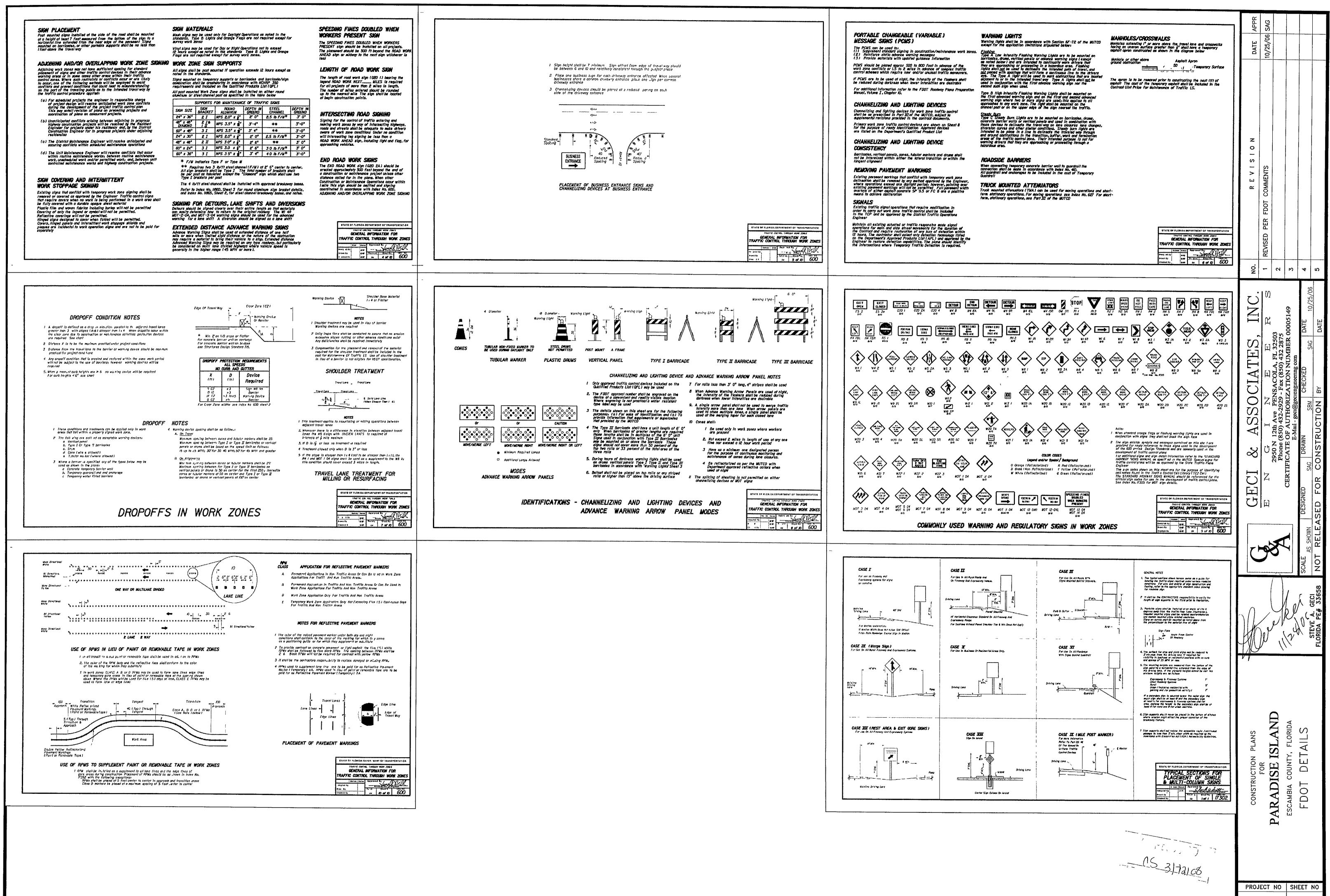
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13201

4 OF



THE COUNTY OF ESCAMBIA PENSACOLA, FLORIDA

SITE PLAN DEVELOPMENT ORDER with Concurrency Certification

Project: Paradise Island Location: 13571 Perdido Key Drive Property Reference #s: 35-3S-32-1001-000-00 and 35-3S-32-1100-000-000 Future Land Use: MU-4 Zoning District: R-3PK & CCPK Development Review #: 07120898 Flood Zone: AE (8' + 3')

PROJECT DESCRIPTION

Development of a 36.31-acre 2-parcel site as a 440-unit condominium complex. The development will include an 18-story 288-unit residential "West Tower" (18 floors above ground-level parking), an 8-story 152-unit residential "East Tower" (8 floors above ground-level parking), a multi-level 288-stall parking garage with ground level recreation center, a 5647 sq.ft. (gross) residential unit owners' storage locker building, a 4821 sq.ft. (gross) registration building, and outdoor swimming pools. A modular sales office will be temporarily installed at the registration building location. The site will have paved primary access on Perdido Key Drive. A gated paved driveway will allow access to Nautilus Court for high-occupancy and emergency vehicles only. A minimum of 677 paved parking spaces will be provided. On-site retention ponds will be constructed to accommodate site Twenty-six "protected" trees will be removed from the site. impervious cover. Replacement trees, buffering for adjoining single-family residential uses, and other required vegetation will be provided within site landscape areas. Potable water and sanitary sewer will be provided through connections to ECUA systems. A lift station and force main will be installed to obtain sewer service. The project proposes to cluster development on uplands to avoid impacts to wetlands under LDC 7.13.04, exceeding the zoning district-specific density limit for the CCPK portion of the site but not exceeding the overall combined site density.

This project is a second revised design of previously approved site plans (DRC #04020014 and #05110001), the last expiring without issuance of implementing permits. This County approval voids the Development Order for Paradise Island approved 5-3-06 and fully replaces the site development plan, its drawings, specifications, and requirements.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated

capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

- 2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.
- 3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
- 4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
- 5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
- 6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
- 7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

SPECIAL PROJECT CONDITIONS

- 1. Total site signage, wall and freestanding, is limited to 126 sq.ft. (168.29 x 1.5 x 0.5). Total wall sign area is additionally limited to 10% of the area of wall surface facing Perdido Key Drive. Freestanding signage is additionally limited to one sign, a maximum 35 feet in height. The freestanding sign is limited to a minimum 10 feet setback from rights-of-way and must maintain visual clearance along rights-of-way and at intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, constructing, altering, or relocating any site signage. These signage conditions do not preclude variances that otherwise may be allowed by the provisions of the LDC.
- 2. Regardless of the issuance of a building permit or pre-construction site work permit, an Escambia County land disturbance permit is required whenever sand, limestone, white dolomite or other construction aggregate is proposed to be imported onto or transferred on Perdido Key or Santa Rosa Island. A permit application shall be obtained from the Neighborhood and Environmental Services Department (NESD).
- 3. Permits from both U.S. Army Corps of Engineers (ACOE) and Florida Department of Environmental Protection (FDEP) or letters of non-jurisdiction/exemption shall be obtained by the developer and submitted to Escambia County prior to the commencement of any development activity within, or otherwise having an impact on, areas identified as jurisdictional wetlands.
- 4. Under the clustering provisions of LDC 7.13.04, prior to the issuance of building permits a conservation easement shall be recorded in the public records of Escambia County for all portions of the development reserved exclusively as permanent open space.
- 5. Permits from both U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) or letters of non-jurisdiction/exemption shall be obtained by the developer and submitted to Escambia County prior to the commencement of any development activity within, or otherwise having an impact on, areas identified as Perdido Key Beach Mouse Habitat.
- 6. A County-approved wetland mitigation plan shall be required prior to the issuance of a pre-construction site work permit, building permit or any activity that may otherwise impact onsite wetlands.
- 7. Access to or from Nautilus Court will not be allowed for any construction related activity.
- 8. No construction vehicles, equipment, or supplies, and no contractors' vehicles workers' vehicles, or suppliers' vehicles, may be parked within public right-of-way.
- 9. The temporary sales office shall be removed within 24 months from the date of this approval if construction of the approved permanent development has not begun, and shall be removed within 90 days from the date of issuance of the certificate of occupancy of the permanent development.

10. Since the storage building's finished floor elevation (FFE) will not be above the base flood elevation of 11 feet (8+3), the building will be required to be flood-proofed; either wet (flood water allowed to flow through) or dry (flood water entry prevented). This condition will be implemented during building construction plan review by the Building Inspections Department.

Development Review Committee (DRC) Final Determination

Having completed development review of the revised **Paradise Island** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

- Approve The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- The development plan is denied for the reasons noted below. The applicant Deny may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

3/12/08

lanning and Engineering Department

Page 5 of 5



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : 617640

Application No. : PBA140900014

Project Name : EX-2014-02

Date Issued. : 09/12/2014 Cashier ID : VHOWENS

		PAYMENT I	NFO
Method of Payment	Reference Document	Amount Paid	Comment
Check			
	1499	\$211.75	App ID : PBA140900014
		\$211.75	Total Check

Received From : LARRY J ANCHORS / ROY FORD PARADISE ISLAND VENTURE, LLC

Total Receipt Amount : \$211.75

Change Due : \$0.00

		AP	PLICATION INFO
Application #	Invoice #	Invoice Amt	Balance Job Address
PBA140900014	708924	211.75	\$0.00 13571 PERDIDO KEY DR, PENSACOLA, FL
Total Amount :		211.75	\$0.00 Balance Due on this/these Application(s) as of 9/12/2014

Board of Adjustment		6. 3.
Meeting Date:	10/15/2014	
CASE:	V-2014-11	
APPLICANT:	E. Dean Dalrymple, Agent for Carolyn L. Patterson	
ADDRESS:	3012 Barrancas Ave.	
PROPERTY REFERENCE NO.:	59-2S-30-2101-000-012 C-2, General Commercial and Light	
ZONING DISTRICT:	Manufacturing District MU-U, Mixed-Use	
FUTURE LAND USE:	Urban	

SUBMISSION DATA: REQUESTED VARIANCE:

The Applicant is seeking a variance to allow for zero side setbacks for the construction of a single-family home. In addition, the Applicant requests an exception to the marine/estuarine/riverine (MERS) setback. This request will be handled administratively and requires no BOA action.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 6.05.16.H

Side yard. The yard required on each side of buildings not exceeding three stories in height shall be ten percent of the lot width measured at the front building line or 10 feet, whichever is less; however, required side yards shall not be less than five feet on each side. For buildings exceeding three stories, each side yard shall be increased by two feet for each additional story or each additional ten feet in height.

CRITERIA

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section 2.05.02

CRITERION (1)

That there are special circumstances or conditions applicable to the building or land in question that are peculiar to such property that do not apply generally to other land or buildings in the vicinity.

FINDINGS-OF-FACT

Section 2.05.02 of the Land Development Code defines special circumstances or conditions specifically as follows: "Such special conditions shall be limited to unusual physical

characteristics inherent in the specific piece of property and not common to properties similarly situated. Such physical characteristics include, but are not limited to, exceptional narrowness, shallowness, shape, topographic conditions, or the presence of sensitive environmental resources, any or all of which will result in peculiar or practical difficulties in the quiet enjoyment and use of the property".

The lot in question pre-dates the LDC and is much narrower than called for in the zoning requirements. This situation presents clear, practical difficulties in the use of the property for a single-family residence as allowed by code. The required zoning setbacks would unreasonably reduce the buildable area and constitute a hardship for a lot this size.

CRITERION (2)

That the variance is necessary for the preservation and enjoyment of a substantial property right and not merely to serve as a convenience to the Applicant.

FINDINGS-OF-FACT

The requested variance is necessary for the preservation and enjoyment of a substantial property right due to the physical limitations of the site.

CRITERION (3)

That such a variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, the danger of fire, imperil the public safety, unreasonably diminish or impair established property values within the surrounding area or in any other respect impair the health, safety, comfort, or general welfare of the inhabitants of Escambia County.

FINDINGS-OF-FACT

This variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, the danger of fire, imperil the public safety, unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the health, safety, comfort, or general welfare of the inhabitants of Escambia County.

CRITERION (4)

The variance will not, in any manner, alter other provisions of this Code or Comprehensive Plan.

FINDINGS-OF-FACT

This variance will not alter other provisions of the Land Development Code or Comprehensive Plan.

CRITERION (5)

That the variance is the minimum necessary to make possible the use of the land, building or other improvements as approved by the BOA.

FINDINGS-OF-FACT

Given the unique size and topography of this lot, the requested variance is necessary to make reasonable use of the lot.

STAFF RECOMMENDATION:

Staff finds that the Applicant does meet all of the required criterion and approval of the request is recommended.

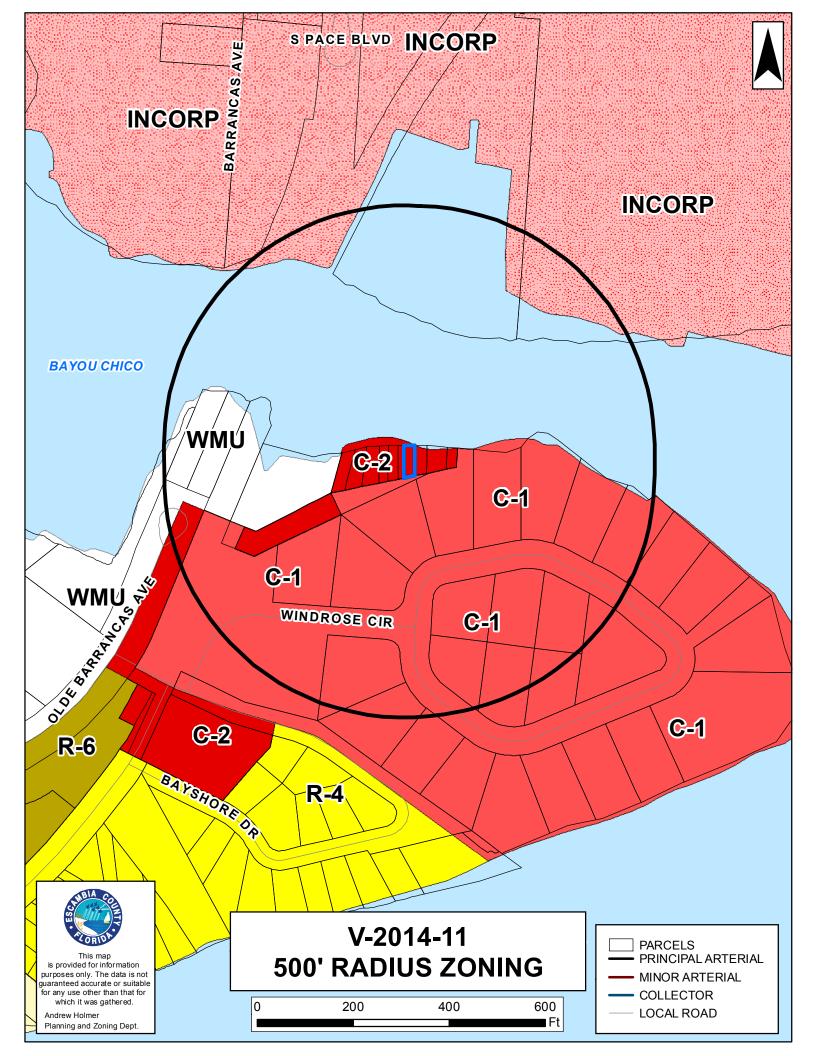
BOARD OF ADJUSTMENT FINDINGS:

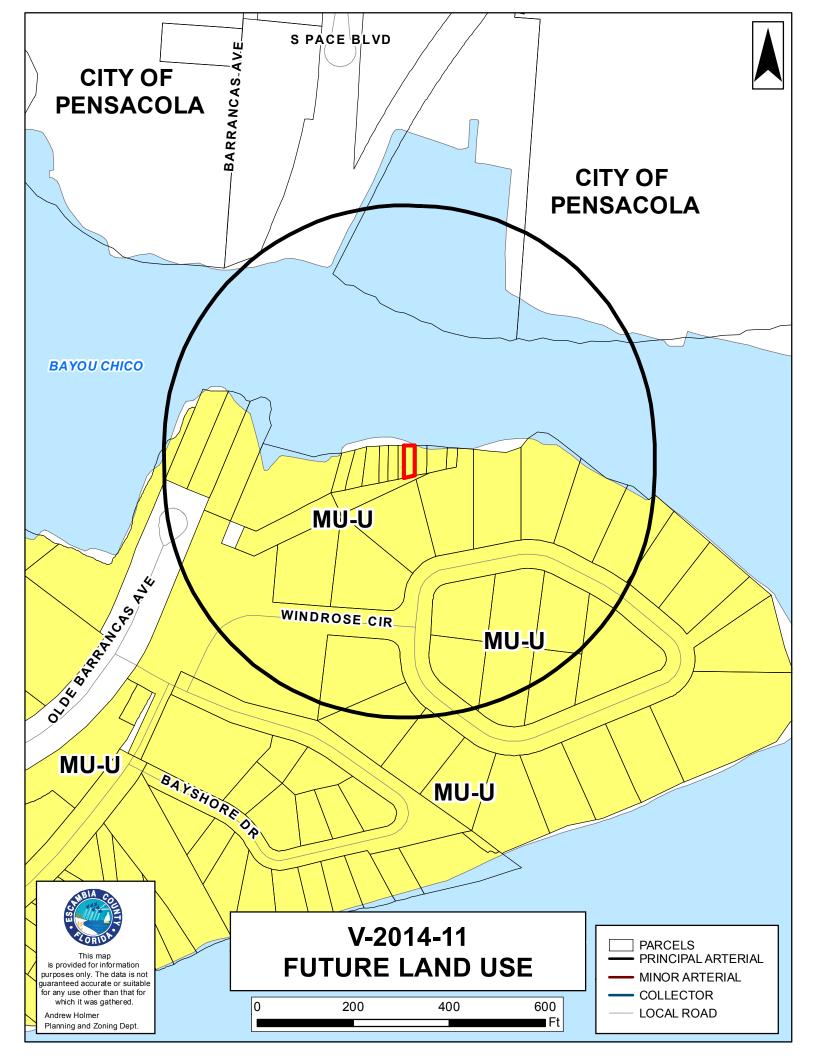
Attachments

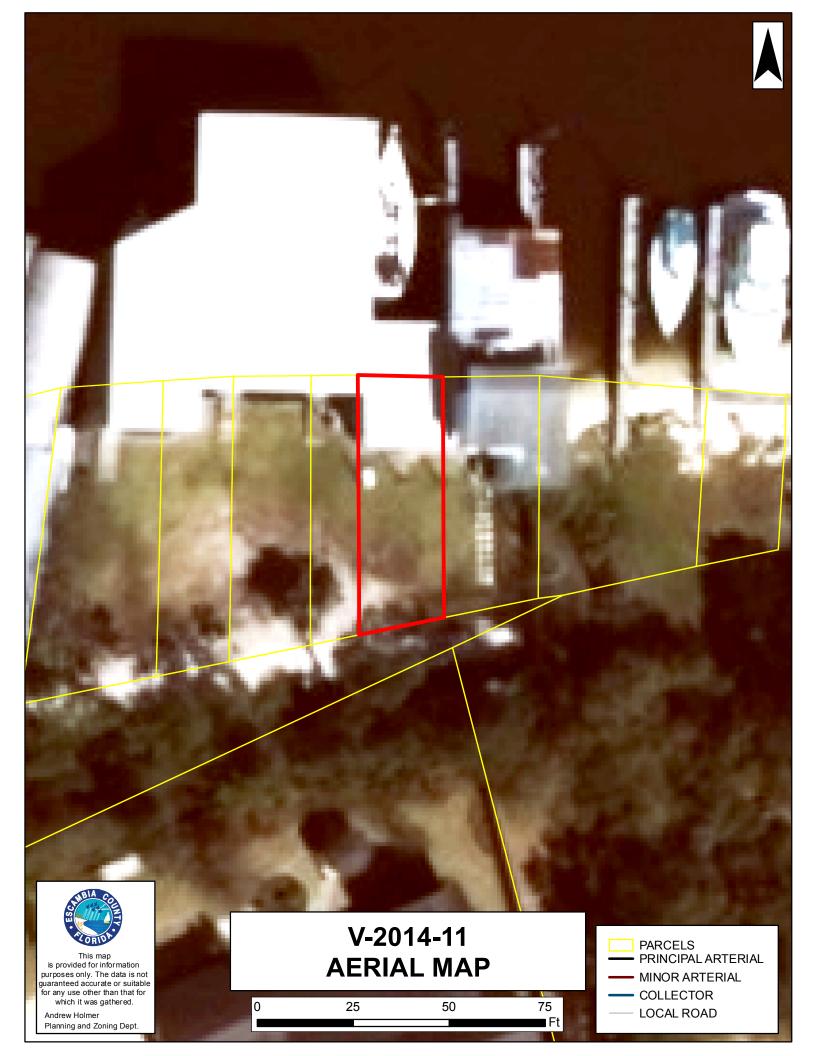
V-2014-11 Working Case File

V-2014-11











V 850.470.6399 F 850.470.6397 www.dalsal.com

Variance Request Letter

Date: Friday, August 22, 2014

Project: Patterson Cottage and Boathouse 3012 Old Barrancas Avenue Pensacola, FL

Recipient: Escambia County – Board of Adjustments

Board members,

As agent for the property owner, Carol L. Patterson, of 3012 Barrancas Avenue, I am requesting two setback variances for said property to allow for the construction of a piling supported, wood-framed, single-family residence.

The property is located on the Western shore of Bayou Chico and legally described as Lot 12 and Lot 'L' of a subdivision portion of Brent Island, lying in Section 59, Township 2 South, Range 30 West, Escambia County, Florida, as showne in Plat book 4 at Page 78. Current listed use is Miscellanous Residential per Escambia County Property Appraiser. The property is zoned C-2 Esc. Co. and located in a AE-8 Flood Zone.

Existing improvements on the site are a 558 SF piling supported boathouse with boat slip. The subject property width is 22.6 feet and depth is 62.8 feet (per plat) with an 18 foot wide easement along the West property line for a private road.

The variance request is to allow zero lotline side setback; current zoning states residential site requirements shall be the same as R-6.

R-6 Side yard. The yard required on each side of buildings not exceeding three stories in height shall be ten percent of the lot width measured at the front building line or 10 feet, whichever is less; however, required side yards shall not be less than five feet on each side. For buildings exceeding three stories, each side yard shall be increased by two feet for each additional story or each additional ten feet in height. However, no side yard in excess of 15 feet is required on Pensacola Bay-front lots. No side yards are required for attached townhouse or zero lot line projects except at the end of each building within a project where a minimum of ten feet shall be required. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (article 7) or 25 feet, whichever is greater. In the case of multifamily projects, there shall be a project side yard having a depth of not less than five feet.

and 15 feet variance to the 30 feet MERS provision based on the waterward exception defined in Article 7 of the LDC that states:

C. Exceptions. The following exceptions to the marine/estuarine/riverine setback (MERS) line are provided:

Waterward exception. If the applicant requests siting of a structure or conducting an activity prohibited by this article waterward of the MERS line by no more than 15 feet and no wetlands or highly eroding lands are present between the MERS line and the water's edge, as determined by a wetlands inventory map or a copy of the most current Federal Emergency Management Agency Floodway Flood Boundary and Floodway Map or an on-site inspection.

The following list addresses the criteria defined by the Board of Adjustment and LDC required to authorize these requested variances.

 The 22 foot width of the property creates a condition that can not comply with the side yard requirements of the code for single-family development. Two parcels within the Brent Island S/D currently have existing single-family residences with minimal side yards of 5 feet or less. The directly adjacent parcel (Lot 13) has a multi-story piling supported single-family residence (built in 1980) with zero lotline setback and partial located over the water of Bayou Chico. Parcel (Lot 7) also has a piling supported single family residence (built 1972) which encroaches upon the MERS setback.



213 S. Baylen St. Pensacola, FL 32502

> V 850.470.6399 F 850.470.6397 www.dalsal.com

- 2. The side yard variance is required for the owner to preserve and enjoy the property similarly as the adjacent/near vacinity property owners.
- 3. The approval of either variance will not diminsh the health, safety, comfort, or general welfare of the near vacinity property owners.
- 4. These variances will not alter other provisions of the code or comprehensive plan.
- 5. These variances are the minimum necessary to make use of the property and improvements and to construct a suitable single-family residence.

Sincerely,

E. Dean Dalrymple

APPLICATION

Please check application type:	Conditional Use Request for:
Administrative Appeal	Variance Request for: Setbacks
Development Order Extension	(Rezoning Request from: to:

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Carolyn L Patterson	Phone:	
Address: 107 Seamarge Circle, Pensacola, Fl. 32507	Email: clpat@me.com	

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 3012 Barrancas Avenue

Property Reference Number(s)/Legal Description: LT 12 AND LT L S/D PORTION OF BRENT ISLAND PB 4 P 78 OR 7164 P 815 CA 193

By my signature, I hereby certify that:

- 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
- 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
- I understand that there are no guarantees as to the outcome of this request, and that the application fee is nonrefundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

Lem aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the prevelopment Services Bureau.

Signature of Owner/Agent

Owner/Agen

Date

Date Printed Name of Owner Signature of Owner STATE OF HIGGAM COUNTY OF The foregoing instrument was acknowledged before me this by CarDian Patterson LSA Personally Known C OR Produced Identification Printed Name of Notan Signature of Notary (notary seal must be affixed) CASE NUMBER: V -2014 FOR OFFICE USE ONLY Accepted/Verified by Meeting Date(s): 09-1

Permit #

Fees Paid: \$ 423.50

Receipt #:

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 3012 Barrancas Avenue	,
Florida, property reference number(s) 592S302101000012	
I hereby designate Dean Dairymple for the	e sole purpose
of completing this application and making a presentation to the:	
Planning Board and the Board of County Commissioners to request a rezoning on th referenced property.	e above
This Limited Power of Attorney is granted on this 21^{4} day of <u>AUGUST</u> . 2014, and is effective until the Board of County Commissioners or the Board of A	erenced property. the year of, Adjustment has
rendered a decision on this request and any appeal period has expired. The owner rese	erves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the	Development
Services Bureau.	
Agent Name: Dean Dalrymple Email: dean@dalsal.co	m
Address: 213/S. Baylen Street Phone: 850-470-6	6399
Address: 2100. Day to the address: 2100. Day to the address of Property Owner Printed Name of Property Owner	8/21/14 Date /
Signature of Property Owner Printed Name of Property Owner	Date
STATE OF <u>Alcbung</u> COUNTY OF <u>Jeffer 300</u>	
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by <u>Carblen Reterson</u>	Carle
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Recorded in Public Records 05/01/2014 at 10:47 AM OR Book 7164 Page 815, Instrument #2014029767, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$1925.00

Prepared by and return to: Janice S. Sugar David A. Sapp, Attorney at Law, PLLC 801 E. Cervantes Street, Suite B Pensacola, FL 32501 850-475-0500 File Number: 14-04-01-DAS Will Call No.: 092014-261

[Space Above This Line For Recording Data]

Trustee's Deed

This Trustee's Deed made this 28 day of April, 2014, between Louis M. Makarowski and Marilyn H. Makarowski, as Trustees of the Makarowski Living Trust dated November 6, 2006, and Louis M. Makarowski and Marilyn H. Makarowski, husband and wife, individually, whose post office address is 5120 Bayou Blvd., Suite 6, Pensacola, FL 32503, grantor, and Carolyn L. Patterson, a married woman, whose post office address is 107 Seamarge Circle, Pensacola, FL 32507, 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 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 grantees heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

LOTS 12 AND L OF A SUBDIVISION PORTION OF BRENT ISLAND, LYING IN SECTION 59, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS SHOWN IN PLAT BOOK 4 AT PAGE 78, DATED THE 6TH DAY OF MARCH, 1958, AS RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Subject to all easements which are visible or a matter of public record and particularly subject to all agreements contained in the Articles of Association dated February 26, 1982, and recorded March 1, 1982, in Official Records Book 1621 at pages 137-143 of the public records of Escambia County, Florida.

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 claiming by, through or under grantors.

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:

Witness Name: Janui itness Name: TANICE SUGAR Witness Name: anni

nut Louis M.

Louis M. Makarowski, individually

liato

Marilyn H. Makarowski, Trustee

Maula H. Ma aunde

Marilyn H. Makarowski, individually

State of Florida County of Escambia

itness Name:

The foregoing instrument was acknowledged before me this 28 day of April, 2014, by Louis M. Makarowski and Marilyn H. Makarowski, individually and as Trustees of the Makarowski Living Trust dated November 6, 2006, who [] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

Iotary Public State of Florida Janice S Sugar aion EE 220010 04/13/2016

SUGAR

stary Public

Janice S. Sugar

My Commission Expires:

Printed Name:

August 13, 2016

2

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 Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: ______3012 Barrancas Avenue_____

Legal Address of Property: 3012 Barrancas Avenue, Lots 12 and L, Brent Island, Pensacola, FL 32507

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

This form Completed by:

David A. Sapp, Attorney at Law, PLLC 801 E. Cervantes Street, Suite B, Pensacola, FL 32501

itness'

Name:

AS TO SELLER(S):

Name

itness

Seller's Name: Marilyn H. Makarowski. Trustee

(ER(S)) AS TO Buver's Name

UGAR itness' Name:

Buyer's Name:

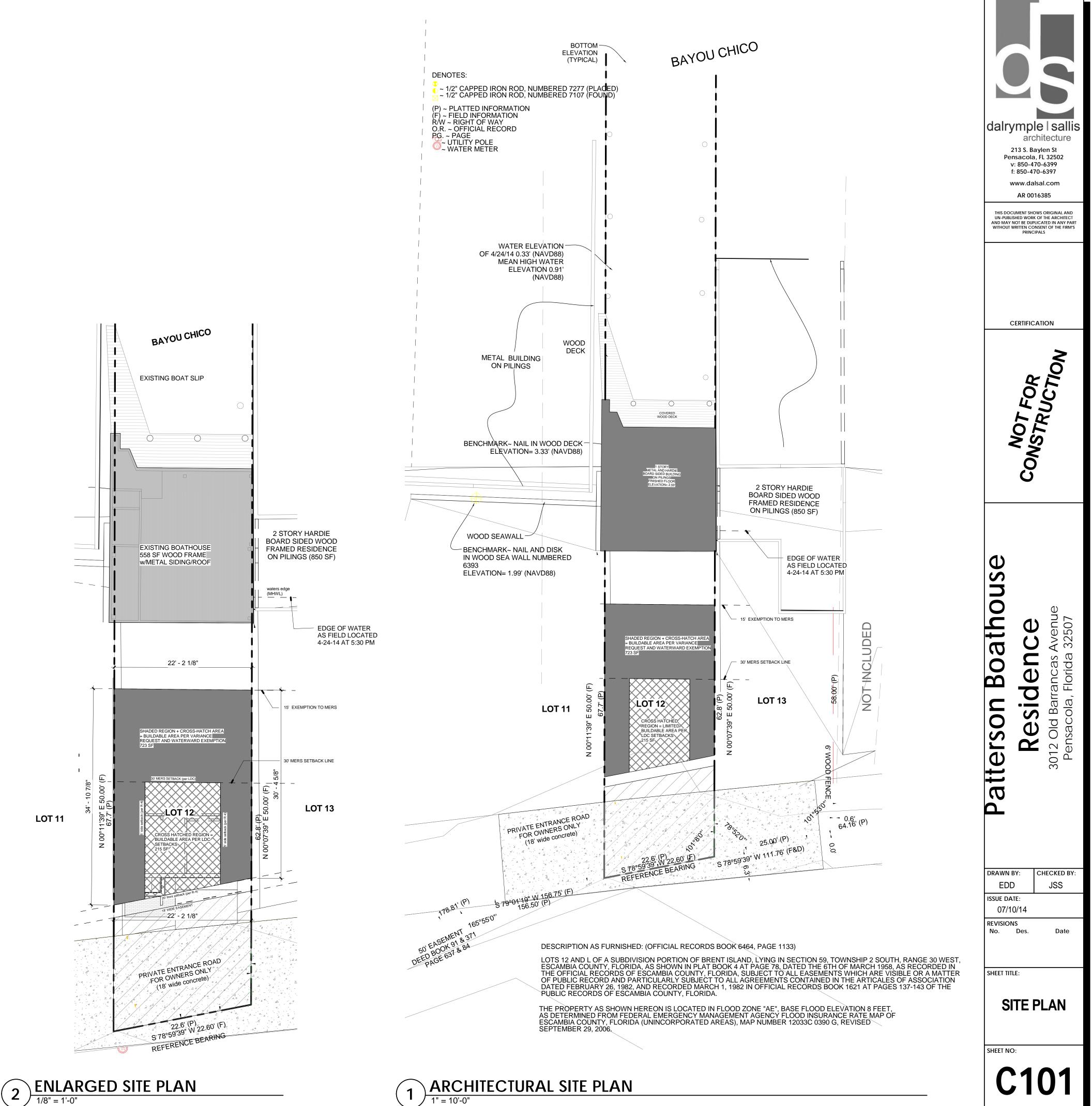
Witness' Name:_____

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Effective 4/15/95 File No.:14-04-01-DAS

DoubleTime•







PROJECT NO: 14020



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



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

PATTERSON CAROLYN L 107 SEAMARGE CIR PENSACOLA, FL 32507

NOBLES FAMILY PARTNERSHIP PO BOX 13630 PENSACOLA, FL 32591

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UNIVERSAL REALTY INVESTMENTS INC 4060 BARRANCAS AVE PENSACOLA, FL 32507

DICKSON BARRY E & KATHY 526 WINDROSE CIR PENSACOLA, FL 32507

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BRAY JOHN R & 538 WINDROSE CIR PENSACOLA, FL 32507

HARBOUR POINTE INC C/O ETHERIDGE PROPERTY MGMT 908 GARDENGATE CIR PENSACOLA, FL 32504

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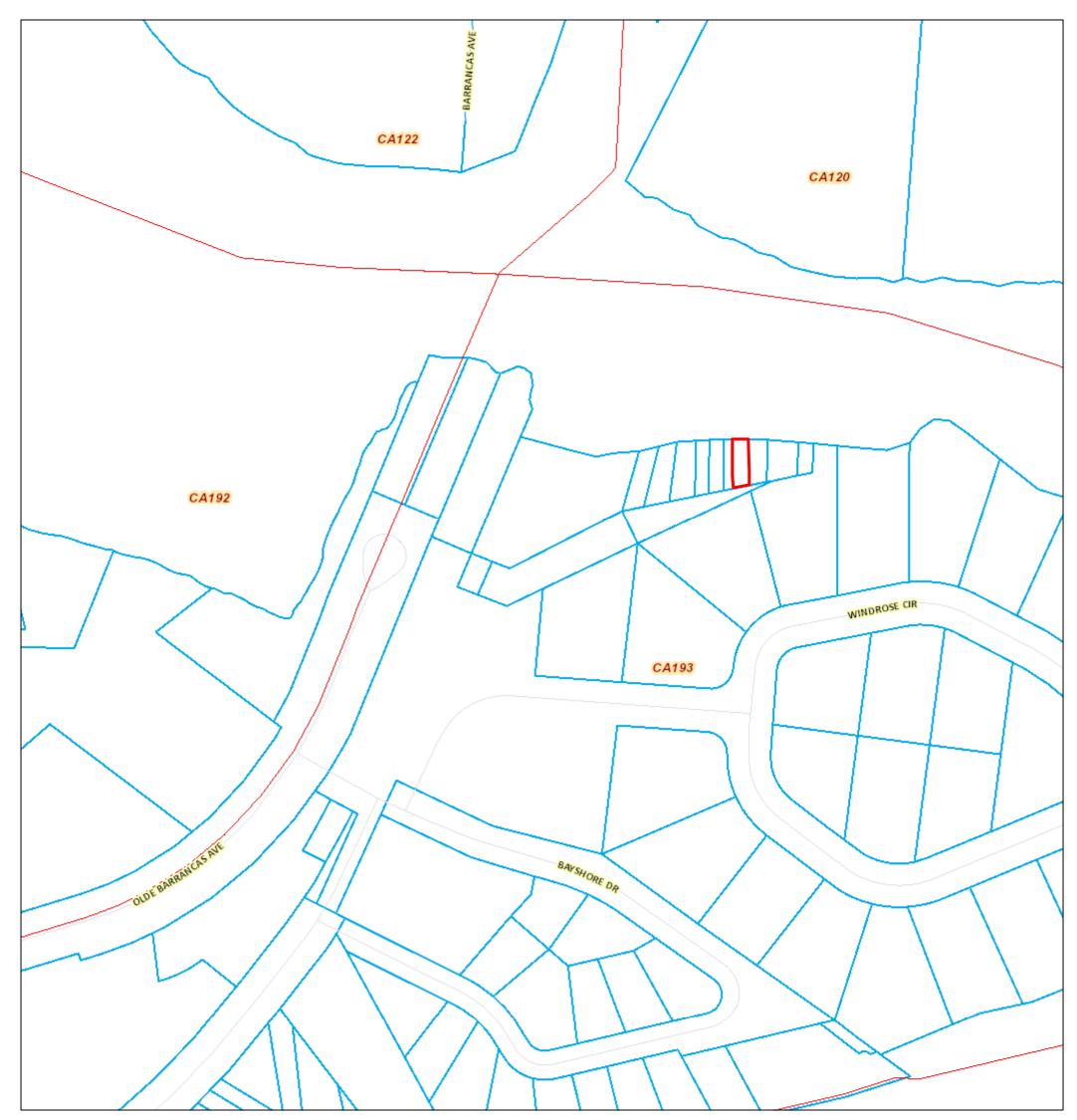


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Chris Jones Escambia County Property Appraiser





- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : 615989

Application No. : PBA140800013

Project Name : V-2014-11

Date Issued. : 08/22/2014 Cashier ID : VHOWENS

		PAYMENT I	NFO
Method of Payment	Reference Document	Amount Paid	Comment
Check	2601	\$423.50	App ID : PBA140800013
		\$423.50	Total Check

Received From : BROUGHTON BRENDA

Total Receipt Amount : \$423.50

Change Due : \$0.00

		AP	PLICATION INFO
Application #	Invoice #	Invoice Amt	Balance Job Address
PBA140800013	707286	423.50	\$0.00 3012 BARRANCAS AVE, PENSACOLA, FL, 32507
Total Amount :		423.50	\$0.00 Balance Due on this/these Application(s) as of 8/22/2014



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES DEPARTMENT 3363 WEST PARK PLACE Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Development Services Department

Horace L. Jones

ESCAMBIA COUNTY BOARD OF ADJUSTMENT

All items with an asterisk * are required.
Please Print Clearly
*Name: DEAN DALEY MPLE, Phone:
*Address: 213 S. BAYLEN St *City, State, and Zip: PNSACOA FL 32500
*Agenda Item (CASE NO. #) V-2014-1 Meeting Date: 91714
Please check here if you are: () In Favor () Against
Accepted by Board as an Expert: () Yes () No
Please check here if you do not wish to speak: Present for the record only.

Chamber Rules
1. All who wish to speak will be heard.

- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls your name to speak, please come to the podium, adjust the microphone so you can be heard clearly, then state your NAME and ADDRESS for the record.
- 4. You are requested to keep your remarks BRIEF and FACTUAL.
- 5. Both sides of an issue will be granted uniform time to speak, normally 3 5 minutes.
- 6. Should there be a need for information to be handed out, the procedure is:
 - A. Copies are given to the Clerk for distribution.
 - B. Clerk distributes copies to the Board members and staff (13 total copies are needed)
 - C. One copy is placed in the official meeting file.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES DEPARTMENT 3363 WEST PARK PLACE Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Development Services Department

Common Wall

Horace L. Jones

Interim Director

ESCAMBIA COUNTY BOARD OF ADJUSTMENT

All items with an asterisk * are required.
Please Print Clearly
*Name: MARILYN 4855 Phone: 456.7401
*Address: 585 WINDROSE *City, State, and Zip: PENSA COLA
*Agenda Item (CASE NO. #) <u>4-2014-11</u> Meeting Date: <u>9/17/2014</u>
Please check here if you are: () In Favor () Against
Accepted by Board as an Expert: () Yes () No
Please check here if you do not wish to speak: Present for the record only.

Chamber Rules
1. All who wish to speak will be heard.
You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
When the Chairman calls your name to speak, please come to the podium, adjust the microphone so you can be heard clearly, then state your NAME and ADDRESS for the record.
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- 6. Should there be a need for information to be handed out, the procedure is:
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Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Interim Director Development Services

September 18, 2014

Carolyn L. Patterson 107 Seamarge Circle Pensacola, FL 32507

RE: Notification of Board of Adjustment (BOA) Action on September 17, 2014, Variance Case # V-2014-11, 3012 Barrancas Avenue

Request to allow for zero side setbacks for the construction of a single-family home.

Dear Applicant:

This letter is to inform you of the Board's action to continue your variance case to the October 15, 2014 BOA meeting.

Should you have any questions or comments, please contact our office at 850-595-3466.

Sincerely,

Andrew D Holmer Sr. Urban Planner

/dfl

CC:

Kristin Hual, Assistant County Attorney



Chris Jones Escambia County Property Appraiser





- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



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