

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
July 15, 2015–8:30 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 May 20, 2015 Resume' Minutes.
6. **Consideration of the following cases:**
 1. **Case No.:** CU-2015-06
Address: 7144 North Palafox St.
Request: Conditional Use to Allow Medium-Scale Retail Sales in HDMU Zoning
Requested by: Thomas G. Hammond, Jr., P.E., Agent for Brian Bass, Owner
 2. **Case No.:** V-2015-06
Address: 31 N. Navy Blvd.
Request: Variance to the Front Yard Setback
Requested by: Pinder-Martin Associates, Inc., Agent for Twomays Property, Inc.
 3. **Case No.:** V-2015-07
Address: 1525 East Nine Mile Rd. & 9028 Westside Drive
Request: Variance Request for Side Yard Setback
Requested by: Matt Sasser, Agent for Moulton Properties Holdings, LLC

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, August 19, 2015 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

Board of Adjustment

5.

Meeting Date: 07/15/2015

Attachments

May 20, 2015 Resume Minutes

DRAFT

RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD May 20, 2015

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:30 A.M. – 10:05 A.M.)

Present: Auby Smith
Bill Stromquist
Jesse Casey
Judy Gund
Frederick J. Gant
Jennifer Rigby
Blaise Adams

Staff Present: Kristin Hual, Assistant County Attorney
Horace Jones, Director, Development Services
Andrew Holmer, Senior. Planner, Planning & Zoning
John Fisher, Urban Planner, Planning & Zoning
Brenda Wilson, Urban Planner, Planning & Zoning
Debbie Lockhart, Administrative Assistant

REGULAR BOA AGENDA

1. Call to Order.
2. At-Large Board Member, Jesse Casey, was sworn in by the Clerk to the Board of Adjustment.
3. Staff was sworn in by the Clerk to the Board of Adjustment and accepted as expert witnesses.
4. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Blaise Adams

Vote: 7 - 0 Approved - Unanimously
5. Proof of Publication and waive the reading of the legal advertisement.

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Blaise Adams

Vote: 7 - 0 Approved - Unanimously

6. Approval of the Board of Adjustment April 15, 2015 Resume' Minutes.

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Blaise Adams

Vote: 7 - 0 Approved - Unanimously

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

1. **Case No.:** CU-2015-04

Address: 5330 Mobile Hwy., Units 1 & 2

Request: To Allow On-Premise Alcohol Sales

Requested by: Thomas A. Coleman, Agent for Michael J. Casey, Owner

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

No BOA member acknowledged visiting the site.

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

Motion by Board Member Frederick J. Gant, Seconded by Vice Chairman Bill Stromquist

At-Large Board Member, Jesse Casey stated there is no relation between him and the property owner, Michael J. Casey. Motion was made to adopt Staff's findings and approve the Conditional Use as requested.

Vote: 7 - 0 Approved - Unanimously

2. **Case No.:** CU-2015-05

Address: 7320 Hayward Ave.

Request: Conditional Use for a Communications Tower

Requested by: Mark Lydon, Agent for Patricia A. Mills, Owner

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

No BOA member acknowledged visiting the site.

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

Motion by Vice Chairman Bill Stromquist, Seconded by At Large Member Jesse Casey

Motion was made to adopt Staff's findings and approve the Conditional Use as requested with the Development Review Committee (DRC) condition.

Vote: 7 - 0 Approved - Unanimously

8. Discussed Board of Adjustment items on the May 26, 2015 Special Planning Board meeting relating to the Land Development Code, Conditional Uses and Administrative Appeals.

9. Old/New Business.

10. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, June 17, 2015 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

11. The meeting adjourned at 10:05 A.M..

Board of Adjustment

6. 1.

Meeting Date: 07/15/2015
CASE: CU-2015-06
APPLICANT: Thomas G. Hammond, Jr. P.E., Agent for Brian Bass, Owner
ADDRESS: 7144 North Palafox Street
PROPERTY REFERENCE NO.: 27-1S-30-1201-005-002
ZONING DISTRICT: High Density Mixed-Use District, (HDMU)
FUTURE LAND USE: Mixed Use- Urban, MU-U
OVERLAY DISTRICT: Oakfield

SUBMISSION DATA:

REQUESTED CONDITIONAL USE:

Conditional Use approval to allow a 8,320 square foot building, exceeding the 6,000 square foot maximum for HDMU zoning.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section:3-2.9.c.2

2. Retail sales. Medium-scale (gross floor area greater than 6,000sq.ft. per lot, but no greater than 35,000 sq. ft.) retail sales, including sales of beer and wine and automotive fuels, but excluding sales of motor vehicles and liquor, and excluding permanent outdoor storage, display, or sales.

CRITERIA:

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

CRITERION (a)

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

FINDINGS-OF-FACT

The proposed 8,320 square foot building on the 1.81 acre parcel will be compatible with adjacent properties and other properties in the immediate area.

CRITERION (b)

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

FINDINGS-OF-FACT

Available services like ECAT will be available to the subject property. Level of services and adequate capacity to serve the proposed use will be addressed during the Site Plan Review process.

CRITERION (c)

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

FINDINGS-OF-FACT

Ingress and egress will be via Old Palafox Street. On-site parking and traffic flow will be addressed during the Site Plan Review process.

CRITERION (d)

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

FINDINGS-OF-FACT

The proposed Conditional Use is not expected to produce unfavorable impacts to adjacent or surrounding properties.

CRITERION (e)

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

FINDINGS-OF-FACT

Solid waste service is available for the subject property.

CRITERION (f)

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

FINDINGS OF FACT:

Screening and Buffering standards will be reviewed during the Site Plan Review Process.

CRITERION (g)

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

FINDINGS OF FACT:

All proposed signage and lighting will be addressed during the site plan review process to comply with Chapter 5 general development standards, Article 8 for signage and Article 9.3 for lighting of the Land Development Code.

CRITERION (h)

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

FINDINGS OF FACT:

The size and topography of the site appear to propose a adequate displacement of the structure proposed. With a steep southeast slope building is limited to all other areas. Using the natural drainage and allowing the zero lot line for the buildings makes a reasonable approach for building and structure with including the storm-water detention pond to the southeast corner.

CRITERION (i)

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

FINDINGS OF FACT:

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

STAFF RECOMMENDATION:

Staff recommends that the Board approve the proposed Conditional Use request as submitted.

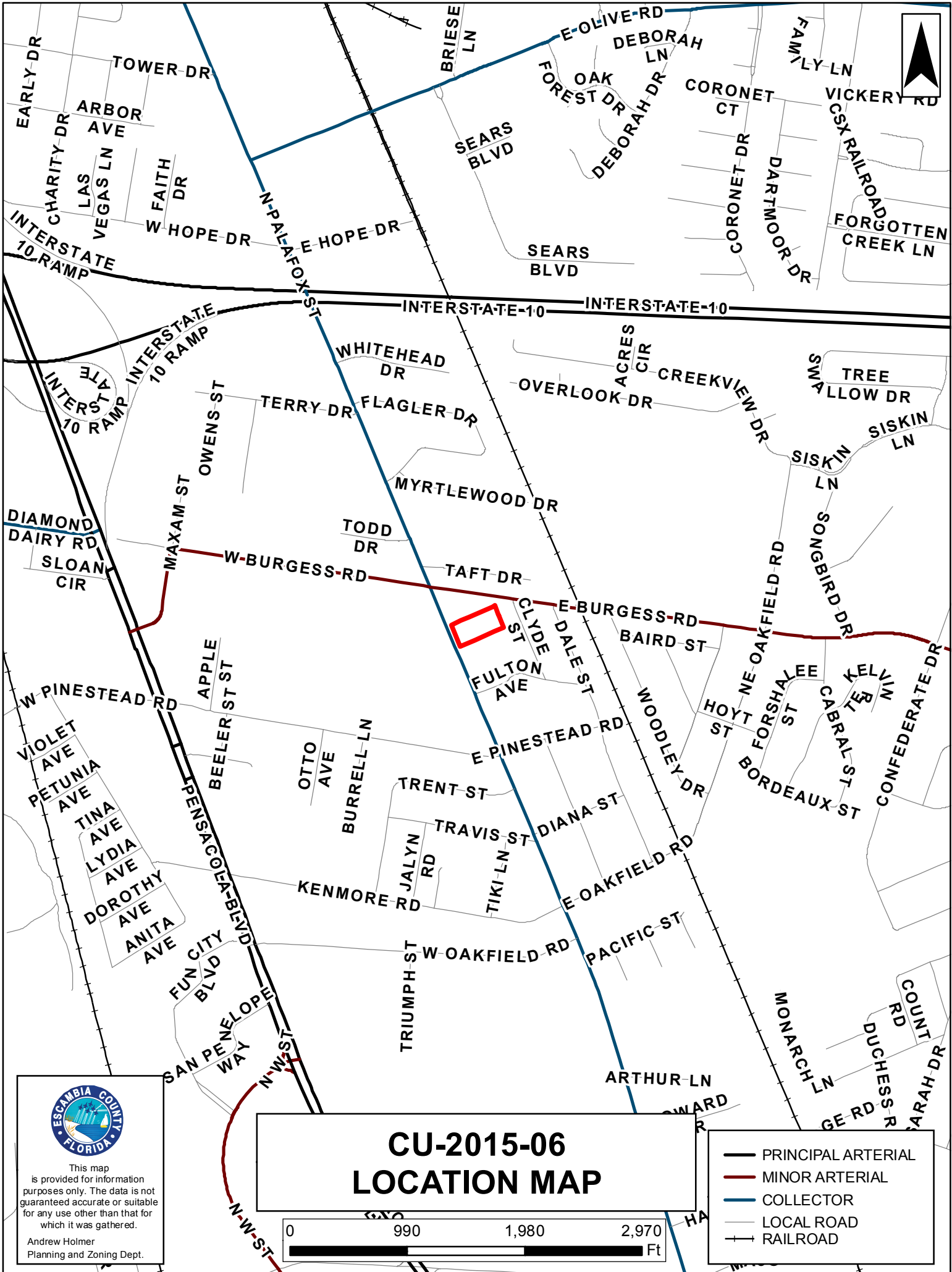
BOARD OF ADJUSTMENT FINDINGS:

Attachments






Working Case File CU-2015-06

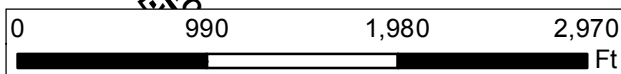

CU-2015-06

7144 North Palafox St.



CU-2015-06 LOCATION MAP

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

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

Andrew Holmer
Planning and Zoning Dept.



HC/LI

HC/LI

MDR

TODD DR

CSX RAILROAD

TAFT DR

HDMU

W BURGESS RD

E-BURGESS RD

HC/LI

HDMU

N-PALEFOX-ST

HDMU

CLYDE ST

DALE ST

HC/LI

FULTON AVE

HDMU

HDMU

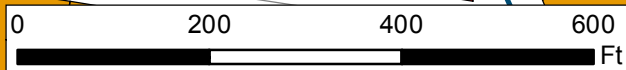
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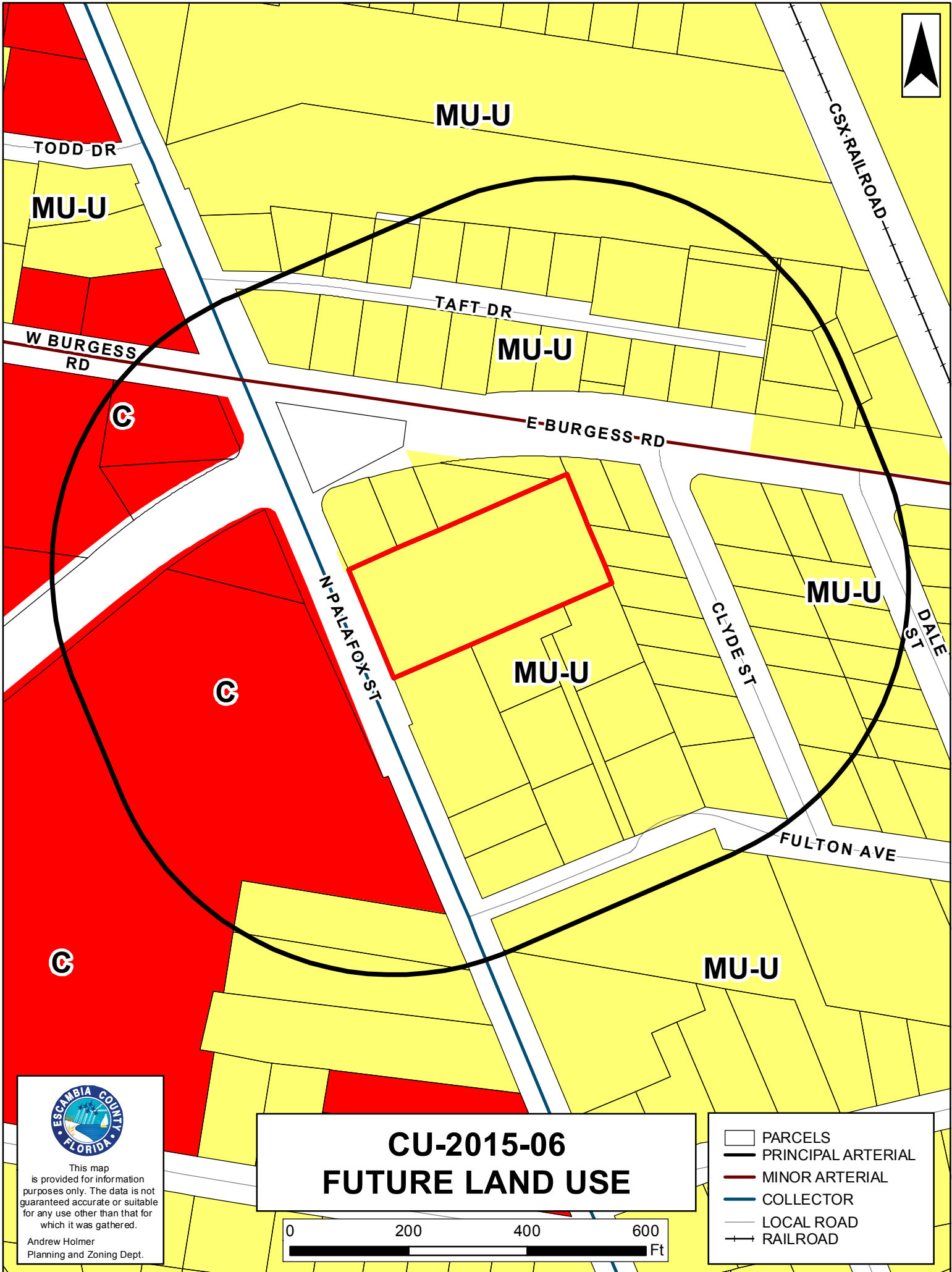

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Andrew Holmer
Planning and Zoning Dept.

CU-2015-06 500' RADIUS ZONING



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










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Andrew Holmer
Planning and Zoning Dept.

**CU-2015-06
FUTURE LAND USE**



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









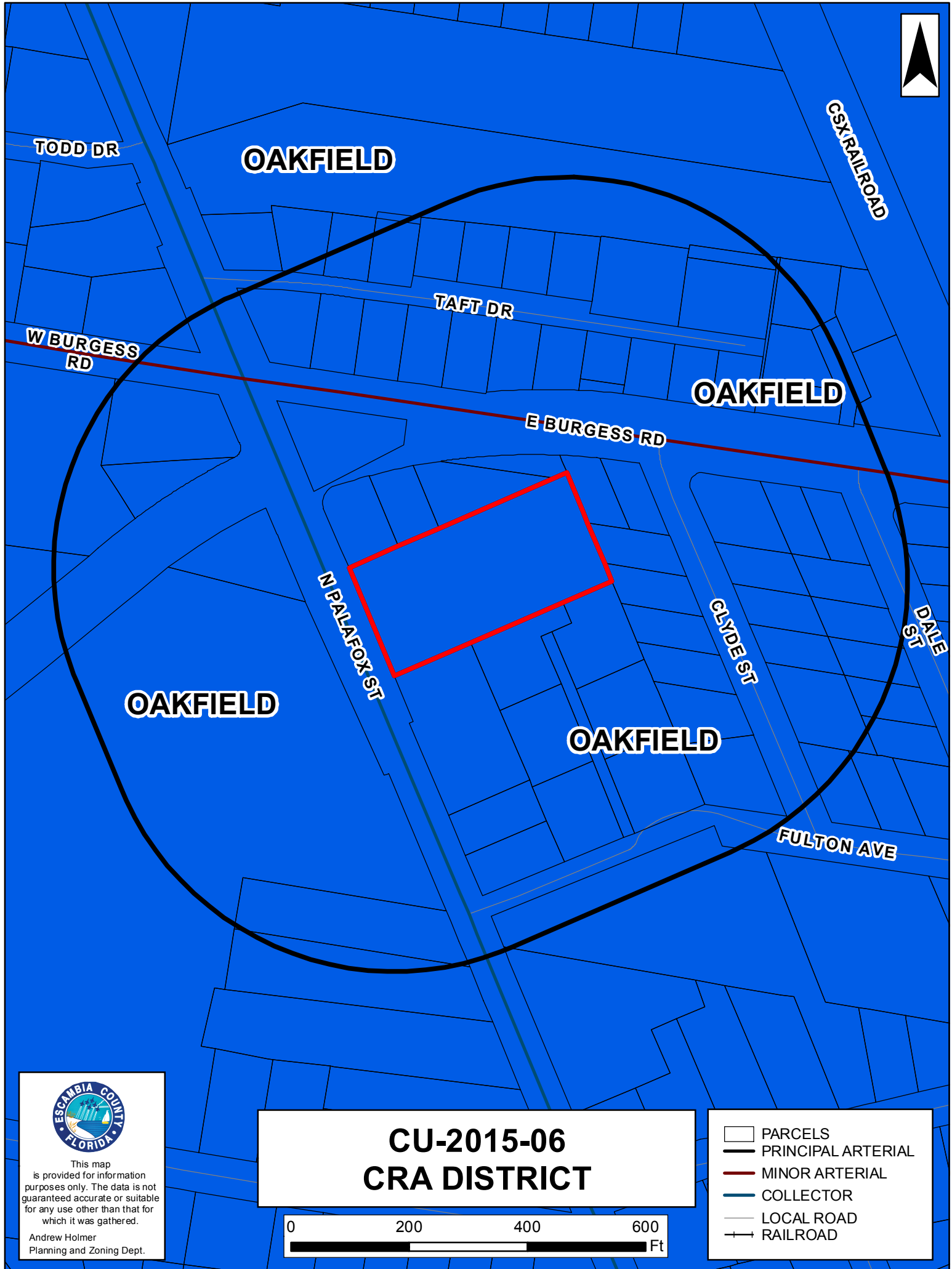
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

CU-2015-06 AERIAL MAP



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



OAKFIELD

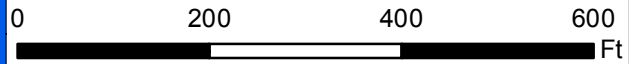

OAKFIELD

OAKFIELD

OAKFIELD

**CU-2015-06
CRA DISTRICT**

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

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Andrew Holmer
Planning and Zoning Dept.



HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 9130
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

June 24, 2015

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

Reference: Family Dollar
7144 North Palafox Street
27-1S-30-1201-005-002
HEI Project No. 15-026

Dear Drew:

The owner of the above referenced parcel wishes to construct a new Family Dollar Store. The proposed building will cover 8,320 sf. The parcel is zoned HDMU and the FLU is MU-U. The HDMU zoning requirements limit proposed commercial building size to 6000 sf unless a conditional use is granted. We request a hearing before the Board of Adjustment and approval of this conditional use request based on the following:

Conditional Use Criteria

- a. General compatibility** The project parcel is 500 feet from the intersection of Burgess Road and Palafox Street. There is commercial development adjoining the parcel to the south and across the street. There is retail development located at the southwest corner of the Burgess Road/Palafox intersection. Its proximity to the intersection further supports the commercial development. The proposed project will directly serve the surrounding residential use areas.
- b. Facilities and Service** The project parcel is in a highly developed area. All Public Facilities and services are in place and have adequate capacity to support this development.
- c. On-site circulation** We have provided a layout which shows the proposed ingress/egress, parking area, loading area, turn lane, etc. The proposed use will not impede on-site circulation. The attached site plan shows there is adequate room for ingress/egress from Palafox Street, required commercial parking, loading area, life safety access, and turn lane.
- d. Nuisance and hazards** The proposed use will be a new commercial retail development. 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.

e. **Solid Waste** The development will include a dumpster with enclosure as shown on the attached layout.

f. **Screening and Buffering** The developer agrees to provide buffers and screening from the residential developments to the north and east in accordance with the LDC.

g. **Signs and Lighting** Proposed signage and lighting will be the same as if the proposed building did not exceed 6,000 sf and will meet the requirements of the LDC.

h. **Resource Impacts** There are not environmentally sensitive lands, historic sites or other natural/historic resources on the project parcel. Protected trees will be avoided to the greatest extent possible and the development will be designed to meet the landscaping requirements of the LDC.

i. **Site Characteristics** The site is large enough for the proposed development to easily meet all setbacks and open space requirements of the LDC.

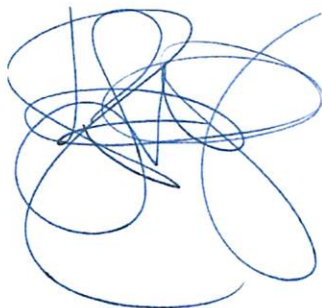
j. **Public Benefit** The proposed use is allowed without the requirement of a conditional use. The approval of this conditional use request will not increase adverse impacts to the health, safety, or general welfare of the public.

k. **Use requirements** There are no other conditional use requirements for the proposed use.

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

Sincerely,

HAMMOND ENGINEERING, INC.

A handwritten signature in blue ink, consisting of several overlapping loops and lines, representing the name Thomas G. Hammond, Jr.

Thomas G. Hammond, Jr., PE
President

APPLICATION

Please check application type:
[] Administrative Appeal
[] Development Order Extension
[] Conditional Use Request for: retail sales > 6,000 sf in HDMU district
[] Variance Request for:
[] Rezoning Request from: to:

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

Owner(s) Name: Brian Bass Phone: 850-529-7462
Address: 4339 Baywoods Drive Pensacola, FL 32504 Email: bigb32504@gmail.com

[X] 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: 7144 North Palafox Hwy.

Property Reference Number(s)/Legal Description: 27-1S-30-1201-005-002

By my signature, I hereby certify that:

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

Signature of Owner/Agent

Thomas G. Hammond, Jr.
Printed Name Owner/Agent

6/24/15
Date

Signature of Owner

Printed Name of Owner

Date

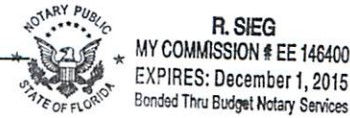
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 24 day of June 20 15, by Thomas G. Hammond Jr.

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

Signature of Notary (notary seal must be affixed)

Ryan Sieg
Printed Name of Notary



FOR OFFICE USE ONLY
CASE NUMBER: CU-2015-06
Meeting Date(s): July 15, 2015 Accepted/Verified by: Date:
Fees Paid: \$ 1270.50 Receipt #: 639049 Permit #: PBA 150600007

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7144 N. Palafox Hwy.,
Florida, property reference number(s) 27-1S-30-1201-005-002

I hereby designate Hammond Engineering, Inc. for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) Conditional Use on the above referenced property.

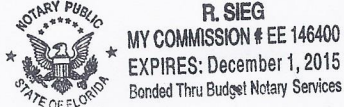
This Limited Power of Attorney is granted on this 26 day of June the year of, 2015, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Thomas G. Hammond, Jr. Email: tom@selanddesign.com
Address: 3802 North S Street Phone: 850-434-2603

<u><i>Brian Bass</i></u> Signature of Property Owner	<u>Brian Bass</u> Printed Name of Property Owner	<u>6-26-15</u> Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 26 day of June 20 15,
by Brian D. Bass

Personally Known OR Produced Identification . Type of Identification Produced: FL DL B200-064-62-406-0
RS _____ Ryan Sieg _____ (Notary Seal)
Signature of Notary Printed Name of Notary



This Instrument Prepared by:
Gary W. Huston
Clark, Partington, Hart, Larry, Bond & Stackhouse
Post Office Box 13010
125 W. Romana Street, Suite 800
Pensacola, Florida 32591
(850) 434-9200

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Property ID# 27-1S-30-1201-005-002

WARRANTY DEED

THIS WARRANTY DEED, made April 9, 2007, between BOBBIE J. BASS, an unmarried person with no minor children, a resident of Escambia County, Florida ("GRANTOR"), and BOBBIE BASS, Trustee of The Bobbie Bass Revocable Trust dated April 9, 2007 ("GRANTEE"). GRANTOR and GRANTEE have the same post office address, which is P.O. Box 85, Cantonment, FL 32533.

THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid in hand to GRANTOR by GRANTEE, the receipt of which is hereby acknowledged by GRANTOR, hereby grants, bargains and sells to GRANTEE and GRANTEE'S successors and assigns forever, the following described land and improvements thereon situate in Escambia County, Florida, to wit:

All of Grantor's right, title and interest in and to a parcel of land located in Section 27, Township 1 South, Range 30 West, commencing at the Southwest corner of the North 884 feet of Lots 1 and 2 lying between the L & N Railroad and the Palafox Flomaton Highway; thence North 25 degrees West on the East line of said highway a distance of 500 feet for the Point of Beginning; then North 65 degrees East a distance of 400 feet; thence North 25 degrees West a distance of 200 feet; thence South 65 degrees West a distance of 400 feet to the East line of the right-of-way of said highway; and thence South 25 degrees East on said highway a distance of 200 feet to the point of beginning;

LESS AND EXCEPT that portion conveyed to the State of Florida Department of Transportation by Warranty Deed recorded in Book 5747, Page 815, Official Records of Escambia County, Florida;

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the year 2007 and subsequent years, and all mortgages of record;

and GRANTOR does hereby fully warrant the title to said land and improvements and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural as the context requires.

Property Appraiser: The Grantor hereby confirms that under the terms of the aforesaid Revocable Trust Agreement, Grantor has retained a beneficial interest for life and is entitled to a homestead exemption pursuant to the provisions of Florida Statutes §196.041, or any successor statute.

Grantor reserves the right to reside upon the Property as Grantor's permanent residence during Grantor's lifetime, it being the intent of this reserved right to retain for Grantor the requisite beneficial interest and possessory right in and to the Property to comply with Section 196.041 of the Florida Statutes, such that said beneficial interest and possessory right constitute, in all respects, "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida.

The Trustee shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

If Bobbie Bass cannot continue to serve as Trustee, then the Successor Trustee shall be the GRANTOR'S son, BRIAN BASS. If Brian Bass cannot serve or continue to serve as Trustee, then the Successor Trustee shall be the GRANTOR'S son DALE BASS.

All Successor Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the Trustees and all Successor Trustees shall extend to any and all rights which the GRANTOR possesses in the above described real property; any deed, mortgage, or other instrument executed by the Trustee shall convey all rights or interests of the GRANTOR including homestead; and the Trustee is appointed as the attorney-in-fact for the GRANTOR to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the GRANTOR.

Any person dealing with the Trustee shall deal with said Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to and acknowledged before a notary public.

- B. A certified death certificate of the prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incompetent, or removing said Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by either of the GRANTOR sworn to and acknowledged before a notary public; this right being reserved to the GRANTOR.

Each Successor Trustee is hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

Without limiting the Trustee's power and authority with respect to the property, but merely to illustrate by example some of the powers granted to each Trustee, full power and authority is hereby granted to each Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, to resubdivide the property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, the property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers, and authorities vested in the Trustee, to donate, to dedicate, to mortgage, to pledge or otherwise encumber the property or any part thereof, to lease the property, or any part thereof, from time to time, in possession or reversion, by leases to commence *in praesenti* or *in futuro*, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of ninety-nine years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms or provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the property, to submit the property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the property or any part thereof, and to deal with the property and every part thereof in all other ways and for such other considerations as would be lawful for any person owning the property to deal with the property, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the property shall be as Trustee of an express trust and not

individually, and the Trustee shall have no obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment or discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by the Trustee nor shall any at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either express or implied, all such personal liability, if any, being expressly waived and released, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of filing for record of this deed.

In no case shall any party dealing with said Trustee in relation to the property, or to whom the property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (a) that at the time of the delivery thereof, the Trust created by said Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the conditions and limitations contained in said Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all of the title, estate, rights, powers, authorities, duties and obligations of its, his, her or their predecessor in trust.

The interest of each beneficiary under the Trust Agreement hereunder and of all persons claiming under them or any of them shall only be in the possession, earnings, avails and proceeds arising from the sale or other disposition of the property, and such interest is hereby declared to be personal property, and no beneficiary under the Trust Agreement shall have any title or interest, legal or equitable, in or to the property as such, but only an interest in the possession, earnings, avails or proceeds thereof as aforesaid.

EXECUTED April 9, 2007.

Signed, sealed, and delivered
in the presence of:

Terry E. O'Rourke
TERRY E. O'ROURKE

Bobbie J. Bass
BOBBIE J. BASS

Suzanne C. Cooke
SUZANNE C. COOKE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of April, 2007, by Bobbie J. Bass, who is personally known to me or who have produced N/A as identification and who did not take an oath.

Gary W. Huston
Name Gary W. Huston
Notary Public
State of Florida

Notary Seal and commission
expiration stamp:  GARY W. HUSTON
COMMISSION # DD645128
EXPIRES: May 23, 2011

Note: This deed has been prepared at the Grantor's request without examination or legal opinion of title.

ANDERSEN | TATE | CARR

ANDERSEN, TATE & CARR, P.C.
ONE SUGARLOAF CENTRE
1960 SATELLITE BOULEVARD, SUITE 4000
DULUTH, GEORGIA 30097
(770) 822-0900
FACSIMILE (770) 822-0900
www.atclawfirm.com

T. Scott Duncan
Direct Phone: (770) 237-0638

Direct Fax: (770) 238-8738
Email: sduncan@atclawfirm.com

January 13, 2015

Garrard Development Services, LLC
Attn: Kelley Reilly
One Sugarloaf Centre
1960 Satellite Blvd.
Suite 23001/13/2015
Duluth, GA 30097

RE: Earnest Money Deposit for Contract of Sale and Purchase between Garrard Development Services, LLC, as Purchaser and Bass Bobbie Trustee, as Seller, dated January 8, 2015, for property located at the 7711 N. Palafox Highway, Pensacola, Escambia County, Florida.

Dear Kelley:

This letter shall serve as confirmation of receipt of \$2,500.00 in Earnest Money for our firm to hold as Title Company under the above-referenced agreement. This money has been deposited into our firm's escrow account and shall be held and applied as directed in the agreement. Please let me know if you have any questions.

Sincerely yours,

ANDERSEN, TATE & CARR, P.C.



T. Scott Duncan, Vice President



CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE ("Contract") is made by and between Bass Bobbie Trustee ("Seller") and Garrard Development Services, LLC ("Purchaser"). The Binding Date of this Contract shall be the date on which the last party executes the Contract.

In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

ARTICLE I SALE OF THE PROPERTY

- 1.1 **The Property.** Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, for the price and subject to the terms, covenants, conditions and provisions herein set forth, that certain approximate *1.84 ± acre tract of land located at 7144 N. Palafox Hwy in the city of Pensacola, Escambia County, Florida, being Parcel # 271S301201005002 and more particularly described on Exhibit "A"* attached hereto and incorporated herein for all purposes ("Land"), together with all right, title and interest, if any, of Seller, in and to all easements in or upon the Land and all other rights and appurtenances belonging or in anywise pertaining to the Land (collectively, the "Property"). If Exhibit "A" consists of a site depiction, rather than a metes and bounds legal description, the legal description for the Property shall be in accordance with the Survey obtained pursuant to the provisions of Section 4.2 herein.

ARTICLE II CONSIDERATION

- 2.1 **Purchase Price.** The purchase price ("Purchase Price") for the Property is *Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00)*, which shall be payable by Purchaser to Seller at Closing all in cash.
- 2.2 **Earnest Money.**
- 2.2.1 Within ten (10) days of the Binding Agreement Date, Purchaser shall deposit with Andersen, Tate & Carr, P.C. (the "Title Company"), the sum of *Two Thousand Five and 00/100 Dollars (\$2,500.00)* (the "Earnest Money") in good funds. The Earnest Money, together with any interest earned thereon is hereinafter referred to collectively as the "Earnest Money".



GARRARD

- 2.2.2 If the transaction contemplated by this Contract is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be credited against the Purchase Price and paid to Seller at Closing. If the transaction is not so consummated, the Earnest Money shall be held and delivered by the Title Company as hereinafter provided in this Contract.

ARTICLE III INSPECTION

- 3.1 Matters to be Submitted. If not delivered to Purchaser prior to the Binding Agreement Date, then within five (5) days following the Binding Agreement Date, Seller shall deliver to Purchaser copies of any existing surveys, title policies, tax bills, zoning resolutions, environmental reports, soil reports, and other reports in Seller's possession with respect to the Property (collectively, the "Submission Matters"). Such Submission Matters shall be delivered by Seller to Purchaser with a letter itemizing the same, and if Seller contends that it is not in possession of any Submission Matters, written notice of such shall be delivered by Seller to Purchaser, with Seller's letter itemizing such Submission Matters or absence thereof being herein referred to as the "Submission Notice". Failure to deliver the Submission Matters and Submission Notice to Purchaser within the afore-mentioned time period will result in an automatic extension of the Inspection Period (defined hereafter) on a day-by-day basis until such items are delivered to Purchaser.
- 3.2 Inspection Period. Purchaser shall have the period from the Binding Date through One Hundred Twenty (120) days following final governmental approval to rezone the Subject Property to C-1 ("Inspection Period") to review the Submission Matters and to enter or to have its authorized representatives and its and their agents, employees and representatives enter upon the Property or any part thereof at any reasonable time for the purpose of conducting physical and environmental inspections of the Property and making, at Purchaser's sole risk and expense, such other inspections, examinations, investigations and tests as Purchaser considers appropriate, provided that Purchaser shall be responsible for and shall and does hereby agree to indemnify and hold harmless Seller and its agents, employees and representatives from liability for any loss, cost, expense, claim, injury or damage arising out of or in any manner connected with such activities on the Property, and such indemnification shall survive the termination of this Contract and the Closing.
- 3.3 Authorization for Environmental Sampling. Seller hereby specifically authorizes Purchaser and its representatives and their agents, employees and representatives to enter upon the Property for the purpose of conducting the reviews, inspections and environmental assessments described above and agrees that in connection with any environmental assessments authorized by Section 3.2, such parties may test and take such samples as may be necessary, in the reasonable opinion of such parties, to conduct an environmental assessment of the Property.



GARRARD

- 3.4 Right of Termination.** During the Inspection Period, Purchaser shall be entitled, for any reason in Purchaser's sole and absolute discretion, judgment and opinion, including without limitation if Purchaser shall disapprove and be dissatisfied with any aspect of the Property or any item examined by Purchaser pursuant to Sections 3.1, 3.2 and 3.3, and as its sole remedy, to terminate this Contract by giving written notice to Seller on or before the expiration of the Inspection Period, whereupon all of the provisions of this Contract (except Section 3.2) shall terminate and the Earnest Money (except for \$10 which shall be paid to Seller as consideration for entering into this Contract) shall be returned to Purchaser. Upon such termination, neither Seller nor Purchaser shall have any further rights, obligations or liabilities hereunder, except as provided in Section 3.2. In the event Purchaser does not elect to terminate this Contract pursuant to the terms of this Section 3.4, the Earnest Money shall then be non-refundable to Purchaser, except pursuant to Section 3.5 and Section 7.2 hereinbelow, but shall in all instances be applicable to the Purchase Price in the event of a Closing.
- 3.5 Necessary Items.** Purchaser's obligation to close under this Contract is contingent upon Purchaser obtaining environmental and soils survey and satisfactory variances, zoning approvals, site or development plan approvals, subdivision/exemption plat approval, curb cut approval, access permits, municipal design approvals, and all licenses, building permits, final written approval for the site from Family Dollar Stores, Inc. and other authorizations necessary in the sole discretion of the Purchaser to construct a retail building on the Property. (All of the foregoing approvals, licenses, permits and authorizations are hereinafter referred to as the "Necessary Items"). Such Necessary Items shall be received within ninety (90) days from the expiration of the Inspection Period ("Approval Period"), or this Contract shall be null and void at Purchaser's election and all Earnest Money returned to Purchaser by the Title Company (except for \$10 which shall be paid to Seller as consideration for entering into this Contract), provided however, Purchaser shall have the right to extend the Approval Period, prior to the expiration thereof, by two (2) consecutive forty-five (45) day periods ("Extension Periods"), if Purchaser so elects by payment of the sum of One Thousand and 00/100 Dollars (\$1,000.00) ("Extension Fee") for each such Extension Period, with Purchaser having the right to exercise each such Extension Period separately. Upon Purchaser extending the Approval Period, the Earnest Money shall remain refundable and applicable to the Purchase Price throughout the extended period. Any Extension Fee(s) paid by Purchaser shall be paid to the Title Company, shall be applied to the Purchase Price at Closing, but shall be nonrefundable and shall in all other respects be treated in the same manner as the Earnest Money. Purchaser represents that it will proceed with reasonable effort to obtain all of the Necessary Items contemplated in this paragraph. Seller agrees to execute such documents as may be necessary for Purchaser to secure the Necessary Items described herein, including, without limitation, execution of any rezoning or similar application as owner of the Property required for the Necessary Items. So long as Purchaser is acting reasonable and in good faith, in the event conditions are imposed by any governmental or



GARRARD

quasi-governmental authorities upon Purchaser and/or the Property that, in Purchaser's reasonable opinion, materially and detrimentally impact or interfere with the functionality of the Property or economic feasibility or intended use of the proposed development and/or Property, Purchaser may terminate this Contract at any time prior to the expiration of the initial ninety (90) day Approval Period and extensions thereof, whereupon the Earnest Money shall be refunded to Purchaser, but not the First or Second Extension Fee.

ARTICLE IV TITLE AND SURVEY

- 4.1 **Title Commitment.** Purchaser, at Purchaser's expense, shall obtain from the Title Company a Commitment for Title Insurance (the "Commitment") in a form consistent with policies issued by the Title Company in the State in which the Property is located covering the Property and listing Purchaser as the Proposed Insured and showing the Purchase Price as the Policy Amount.
- 4.2 **Survey.** Purchaser shall obtain a current ALTA/ACSM Survey prepared in accordance with the 2011 standards (the "Survey") of the Property by a Registered Professional Land Surveyor, locating and describing the Property, showing all corners to be properly and securely marked, locating all utilities (including, but not limited to: electric, water, gas, sanitary sewer, storm sewer, cable and telephone, etc.), improvements, encroachments or other matters visible on the site, easements, rights of way, setback lines, and all other matters affecting the Property and to state that no portion of the Property is within a 100 year flood plain.
- 4.3 **Review of Title and Survey.** Purchaser shall have until the end of the Approval Period ("Title Review Period") in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Commitment or on the Survey. Any title encumbrances or exceptions which are referred to in the Commitment or on the Survey and to which Purchaser does not object during the Title Review Period shall be deemed to be Permitted Encumbrances (herein so called) to the status of Seller's title. Provided however, Purchaser shall have a continuing right to update the Commitment and Survey after the Title Review Period up until Closing, and Seller shall have the obligation to cure any title defect occurring during or after the Title Review Period.
- 4.4 **Objections to Status of Title.** In the event Purchaser objects to any matters referred to in the Commitment or on the Survey during the Title Review Period, Seller shall have a period of ten (10) days ("Cure Period") within which to satisfy Purchaser's objections. In the event Seller is unable or unwilling to satisfy Purchaser's objections within the Cure Period, Purchaser shall have the option to either waive Purchaser's objections and purchase the Property as otherwise contemplated by this Contract, in which event such waived objections shall become Permitted Encumbrances or terminate this Contract by



GARRARD

written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and except as provided in Section 3.2 hereto neither Seller nor Purchaser shall have any further rights, obligations or liabilities hereunder. Except as herein provided, Seller shall have no obligation to cure any objection raised by Purchaser during the Title Review Period and may elect to notify Purchaser in writing at any time during the Cure Period that it is unable or unwilling to satisfy any of Purchaser's objections. Provided however, if a title exception or title encumbrance is created during or after the Title Review Period, Seller shall be obligated to cure such defect.

ARTICLE V REPRESENTATIONS AND WARRANTIES

- 5.1 Seller's Representations. Seller represents and warrants to Purchaser as of the Binding Agreement Date and as of the Closing Date, as follows:
- 5.1.1 Seller is duly authorized to enter into the within Contract and perform as required, and the person executing the Contract on behalf of Seller has full authority to bind the Seller to the terms, conditions and covenants contained herein.
 - 5.1.2 Seller has not received any written notice concerning violations or alleged violations of applicable laws in connection with the Property, and there exists no writ, injunction, decree, order, or judgment outstanding relating to the ownership, use, maintenance, or operation of the Property by any person in violation of or from alleged violations of applicable laws.
 - 5.1.3 There are no actions, suits, or proceedings pending or, to Seller's knowledge, threatened in any court or before or by any governmental authority against or affecting the Property.
 - 5.1.4 There are no pending eminent domain actions or condemnation proceedings against the Property or any part thereof and to Seller's knowledge, no such proceedings are presently threatened or contemplated by any authority with the power of eminent domain.
 - 5.1.5 None of the persons comprising Seller is a foreign person subject to withholding tax as required by Section 1445 of the Internal Revenue Code.
 - 5.1.6 There are no leases, subleases or other rental agreements or rights to occupancy in effect covering all or any portion of the Property that will be in effect at the time of Closing.



GARRARD

- 5.1.7 The Property presently, or will at Closing, abuts a publicly dedicated road ("Road") that provides access to the Property sufficient for Purchaser to obtain a building permit.
- 5.1.8 Seller warrants that there is no proceeding or inquiry by any governmental authority with respect to the presence of, nor does there exist any Hazardous Materials on the Property or the migration of Hazardous Materials from or to other property. The term "Hazardous Materials" means any substance, material or waste which becomes regulated by any local or state governmental authority of the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) defined as a "hazardous substance" or "hazardous material" by any local or state law; (B) oil and petroleum products and their by-products; (C) Asbestos; (D) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act; (E) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act; or (F) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act. Seller further represents and warrants that there is no hazardous material located on the Property.
- 5.1.9 The Property is currently zoned R-5 and R-6 (Residential) in Escambia County, Florida.
- 5.1.10 Except as herein provided, the Property will be in the same condition as of the date of Closing as it is as of the Binding Agreement Date.
- 5.1.11 Seller represents that the Property constitutes a legally subdivided parcel and a separately assessed tax parcel in accordance with all laws and regulations of the State, County and Municipality in which the Property is located.
- 5.1.12 Seller represents that the Property is not currently subject to a water or sewer moratorium agreement and Seller has no knowledge of any previous water or sewer moratorium agreement.
- 5.1.13 There are no encroachments upon the Property from adjacent land or landowners and there are no encroachments of any improvements located upon the Property into any adjacent land.
- 5.2 Survival. The representations and warranties made by Seller in Section 5.1 hereof shall survive Closing.



GARRARD

**ARTICLE VI
CLOSING**

- 6.1 Closing Date. (i) The Closing shall be held at the offices of the Title Company (or such other location as may be mutually agreed upon by Seller and Purchaser) on the first (1st) business day following the date which is thirty (30) days after the expiration of the Approval Period or Extended Approval Period, whichever is later, or (ii) such earlier date and time as may be designated in writing by Purchaser ("Closing Date"). Provided however, at the election of Purchaser, Purchaser's portion of the Closing may be conducted by delivery of Purchaser's closing documents to the Title Company, on the Closing Date, by a courier delivery service.**
- 6.2 Closing Matters.**
- 6.2.1 At Closing, Seller shall:**
- (a) Deliver possession of the Property to Purchaser, subject only to the Permitted Encumbrances;**
 - (b) Deliver such evidence of the authority and capacity of Seller and its representatives as Purchaser, Purchaser's counsel or the Title Company may reasonably require; and**
 - (c) Affirm all representations, warrants and covenants contained herein, and acknowledge that the same survive Closing.**
- 6.2.2 At Closing, Seller shall execute, deliver and acknowledge the following documents:**
- (a) A General Warranty Deed ("Deed"), subject only to a lien for ad valorem taxes for the year of Closing not yet due and payable and the Permitted Encumbrances;**
 - (b) An owner's affidavit of title acceptable to the Purchaser, Purchaser's counsel and the Title Company;**
 - (c) An affidavit establishing that the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder;**
 - (d) An affidavit establishing that the Seller is not a "non-resident" within the meaning of any applicable State of Florida law related to or requiring non-resident withholding tax related to this sale (or if Seller is a "non-resident"**



GARRARD

within the meaning of such applicable law, that Seller will do all things necessary to comply at Closing with the provisions of such law); and

- (e) Such other documents as may be reasonably required by the Title Company or legally necessary or appropriate to carry out the terms of this Contract; and

6.2.3 At Closing, Purchaser shall:

- (a) Deliver the Purchase Price to the Title Company (less the amount of Earnest Money on deposit);
- (b) Deliver such evidence of the authority and capacity of Purchaser and its representatives as Seller, Seller's counsel or the Title Company may reasonably require; and
- (c) Execute and deliver such other documents as may be reasonably required by the Title Company or legally necessary or appropriate to carry out the terms of this Contract.

6.2.4 At Closing, all prepaid expenses and ad valorem taxes (real and personal) for the year of Closing shall be prorated in cash as of the Closing Date. If ad valorem taxes for the year of Closing are not known or cannot be reasonably estimated, taxes shall be estimated and prorated based on taxes for the year prior to Closing. After taxes for the year of Closing are known, adjustments, if needed, will be made between the parties. This agreement shall survive Closing.

6.3 Closing Costs. Seller shall pay one-half (1/2) of the escrow fee charged by the Title Company, and its share of the prorations as set forth in Section 6.2.4 hereof, and its own attorney's fees. Seller shall also pay the cost of any State of Florida or local transfer tax due on the conveyance of the Property, and for the cost of recording any documents required to clear title objections and release liens and deed and transfer taxes. Purchaser shall pay for owner's title insurance premium including title search fees, abstracting charges, the endorsement premium for extended coverage and deletion of the survey exception. Purchaser shall pay for all inspections undertaken pursuant to Article III hereof, its share of the prorations as set forth in Section 6.2.4 hereof, and its own attorneys' fees. Purchaser shall also pay for the cost of recording the deed. Except as otherwise provided in this Section, all other expenses incurred in connection with the purchase and sale contemplated hereby shall be paid by the party incurring such expenses.



GARRARD

- 6.4 **Escrow Closing.** Notwithstanding anything in this Contract to the contrary, Seller and Purchaser agree that the Closing may be accomplished by delivery into escrow with the Title Company of all documents and instruments required to be delivered at Closing, together with the Purchase Price and all other funds necessary to accomplish the purchase and sale contemplated hereby, whereupon the Title Company shall disburse such documents, the Purchase Price and any other funds to be disbursed hereunder in accordance with the terms of this Contract and such additional escrow instructions as Seller and Purchaser may agree upon consistent with the terms hereof.
- 6.5 **IRS Reporting.** Seller and Purchaser each hereby designate the Title Company as the "Reporting Person" as such term is utilized in Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder. Seller agrees to provide the Title Company with such information as may be required for the Title Company to file a Form 1099 or other required form relative to the Closing with the Internal Revenue Service. A copy of the filed Form 1099 or other filed form shall be provided to Seller and Purchaser simultaneously with its being provided to the Internal Revenue Service.

ARTICLE VII REMEDIES

- 7.1 **Seller's Remedies.** In the event Purchaser defaults in or fails to perform all or any part of its obligations under this Contract, Seller shall be entitled as its sole remedy to terminate this Contract and recover the Earnest Money as liquidated damages in accordance with and under the authority contained in applicable Florida law, and not as a penalty or forfeiture, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default will be difficult to determine and that the Earnest Money is a fair estimate of those damages which has been agreed upon in an effort to cause the amount of said damages to be certain. Seller hereby waives any right to damages or specific performance against the Purchaser.
- 7.2 **Purchaser's Remedies.** In the event Seller defaults in or fails to perform all or any part of its obligations pursuant to this Contract, Purchaser may, as its sole and exclusive remedy, either (i) terminate this Contract by giving Seller timely written notice of such election prior to or at Closing or (ii) proceed at law or equity to enforce this Contract, including, but not limited to, an action for specific performance, and/or an action for damages. In the event Purchaser elects to terminate this Contract, the Earnest Money shall be returned to Purchaser and thereafter, except as expressly provided herein, neither Purchaser nor Seller shall have any further rights or obligations hereunder.
- 7.3 **Attorney's Fees.** In the event either party hereto is required to employ an attorney because of the other party's default, the defaulting party shall pay the non-defaulting party's reasonable attorney's fees incurred in the enforcement of this Contract.



GARRARD

**ARTICLE VIII
MISCELLANEOUS**

- 8.1 **Entire Contract.** This Contract contains the entire agreement of the parties hereto. There are no other agreements, oral or written, with respect to the transaction contemplated hereby. This Contract can be amended only by a written agreement signed by both the parties hereto.
- 8.2 **Binding.** This Contract and the terms, covenants and conditions herein contained, shall be covenants running with the Property and shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.
- 8.3 **Notice.** Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Contract to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served by depositing the same in the United States mail, postage paid, registered or certified, and addressed to the party to be notified, with return receipt requested or by delivering the same to such party, or an agent of such party, or by delivery by overnight courier such as Federal Express, or by fax. Notice deposited in the mail in the manner hereinabove described shall be effective upon delivery. Notice by overnight courier, or fax shall be effective the day after it is sent. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

Purchaser:
Garrard Development Services, LLC
Scott Lindstrom (678) 770-2210
slindstrom@garrardgroup.com

Bob Malagon (954) 789-7554
bmalagon@garrardgroup.com
One Sugarloaf Centre
1960 Satellite Blvd.
Suite 2300
Duluth, GA 30097
Main: 770-822-1944
Fax: 770-822-4633



Seller:

Bass Bobbie Trustee
C/O Brian Bass
4339 Baywoods Drive
Pensacola, FL 32504-6730
Phone: (850) 529-7462

Fax: _____

Email: bigb32504@gmail.com

Title Company:

Andersen, Tate & Carr, P.C.
Attn: T. Scott Duncan, Esq.
One Sugarloaf Centre
1960 Satellite Blvd., Suite 4000
Duluth, GA 30097
Telephone: (770) 822-0900
Fax: (770) 822-9680
sduncan@atclawfirm.com

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party.

- 8.4 **Time.** Time is of the essence in all things pertaining to the performance of this Contract.
- 8.5 **Place of Performance.** This Contract is made and shall be construed in accordance with the laws of the State in which the Property is located.
- 8.6 **Currency.** All dollar amounts are expressed in United States currency.
- 8.7 **Section Headings.** The section headings contained in this Contract are for convenience only and shall in no way engage or limit the scope or meaning of the various and several sections hereof.
- 8.8 **Business Days.** In the event that any date or any period provided for in this Contract shall end on a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or legal holiday.
- 8.9 **Parties in Interest.** This Contract is made solely for the benefit of the parties hereto and their respective permitted successors and assigns, and no other person will acquire or have any right under or by virtue of this Contract or any Exhibit hereto.



- 8.10 Assignment. Purchaser may assign this Contract without the consent of Seller any entity, however, in the event of any such assignment, Purchaser shall not be released from any obligations under the within Contract.
- 8.11 Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one (1) and the same instrument. "Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., will be and hereby are declared by all parties to this Contract to be the same as an original signature to this Contract. A facsimile of this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same legal effect as though the facsimile were an original document to which a genuine signature has been affixed. "Electronic transfer" (i.e.: pdf, tif, etc.) is that term that is commonly used with reference to electronic scanning and transmission via the Internet. An Electronic Transfer of this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same legal effect as though the Electronic Transfer were an original document to which a genuine signature has been affixed.

ARTICLE IX SPECIAL STIPULATIONS

- 9.1 Purchaser shall file for rezoning upon either receipt of final site approval from Family Dollar, or Sixty (60) days following the Binding Agreement Date at Purchaser's sole expense.

ARTICLE X REAL ESTATE COMMISSIONS

- 10.1 Commissions. Seller shall pay a brokerage commission at the Closing to Beck Property Company - Jonathan Owens ("Seller's Broker") and Beck Property Company - David Valletto ("Purchaser's Broker") in the amount of eight percent (8%) of the total Purchase Price and shall be split equally between the aforementioned Brokers. The parties acknowledge and agree that Seller's Broker represents the Seller and not the Purchaser in this transaction, and Purchaser's Broker represents the Purchaser and not the Seller in this transaction. It is understood and agreed that no commission shall be due hereunder in the event the Closing does not occur for any reason whatsoever. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and



sale of the Property contemplated by this Contract or any cancellation or termination of this Contract. At Closing, Purchaser's Broker and Seller's Broker shall each execute and deliver a final and unconditional waiver and release of any lien rights it may have against the Property pursuant to applicable State of Florida law.

ARTICLE XI DAMAGE AND CONDEMNATION.

- 11.1 Risk of Loss. The Seller shall bear all risk of loss with respect to the Property until the Closing.
- 11.2 Condemnation. In the event of any condemnation with respect to any material portion of the Property, the Purchaser may elect to (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) consummate the purchase of the Property in accordance with the terms and provisions hereof and without any diminution in the purchase price on account of such condemnation in which event the Seller shall, at the Closing, pay to the Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to the Purchaser all of Seller's rights to receive any award payable on account of such condemnation.

ARTICLE XII ESCROW INSTRUCTIONS

- 12.1 Disbursement of Funds. At such time as Title Company receives written Notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Title Company shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Title Company shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Title Company receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Title Company shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Title Company on or before the expiration of the applicable period of its election to terminate this Contract pursuant to Section 3.4 or Section 3.5 herein, then no confirming notice from Seller shall be required by Title Company, and Title Company shall promptly disburse the Earnest Money as provided therein, without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Title Company requesting disbursement or countermanding or disputing a request for disbursement.



GARRARD

- 12.2 **Limited Liability.** In performing any of its duties hereunder, Title Company shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Title Company under this Contract, and, accordingly, Title Company shall not incur any such liability with respect to the following: (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Title Company under this Contract; or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Contract, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Title Company shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Contract.
- 12.3 **Disputes.** Notwithstanding anything in this Contract to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Title Company to justify its doing so, or if Title Company has not disbursed the Earnest Money on or before the thirtieth day (30th) day following the Closing Date specified in Paragraph 6.1 (as the same may be extended as provided herein or by agreement of Purchaser and Seller), then Title Company shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Contract (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Title Company).
- 12.4 **Indemnity.** Seller and Purchaser indemnify Title Company against, and hold Title Company harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Article XII, including, without limitation, any litigation arising from this Contract or involving the subject matter of this Contract, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any negligence, willful misconduct or breach of trust by Title Company under this Contract. If there is any litigation arising from this Contract or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Title Company with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 12.4. The provisions of this Paragraph 12.4 shall survive the Closing or any termination, cancellation or rescission of this Contract.

****SIGNATURE PAGE TO FOLLOW****



GARRARD

SIGNATURE PAGE

IN WITNESS WHEREOF, this Contract has been duly executed in multiple counterparts (each of which is to be deemed an original for all purposes) by the parties hereto on the date appearing below each party's signature.

SELLER:

Bass Bobbie Trustee

By:

[Handwritten Signature] (TRUSTEE)

Name: Brian D. Bass

Title: Trustee

Date:

12.24.14

PURCHASER:

Garrard Development Services, LLC

By:

[Handwritten Signature]

D. Scott Lindstrom

Its:

Director of Real Estate & Development

Date:

JANUARY 8, 2015

**EXECUTED FOR THE PURPOSE
OF SERVING AS TITLE COMPANY
AND HOLDING EARNEST MONEY:**

ANDERSEN, TATE & CARR, P.C.

By:

[Handwritten Signature]

Title:

Vice President

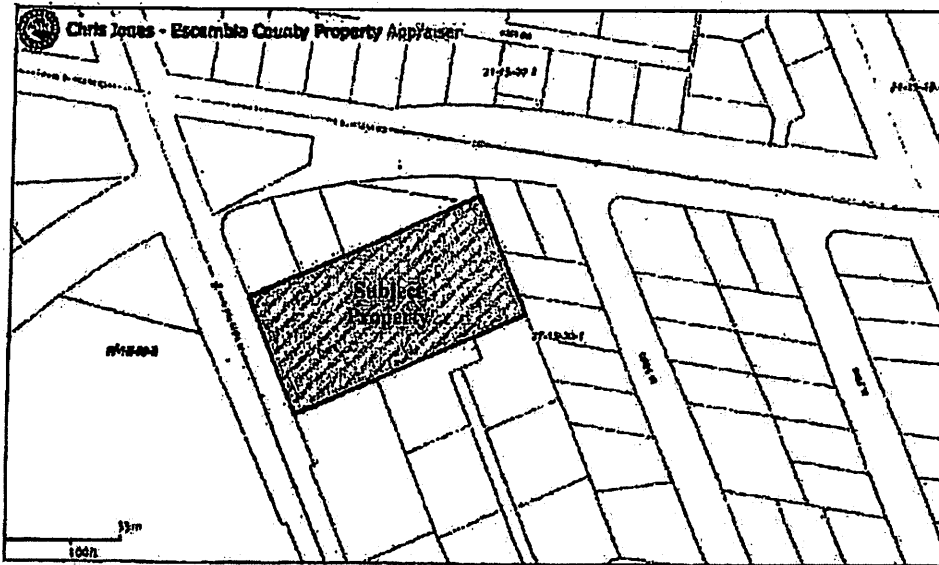
Date:

1/12/15



EXHIBIT "A"

DESCRIPTION OF PROPERTY



~~Schedule A (Continued)~~
LEGAL DESCRIPTION

Issuing Office File No.: **2123-1524669**

Policy No.: **FA-35-2123-1524669**

That portion of Section 27, Township 1 South, Range 30 West, Escambia County, Florida, described as follows:

Commencing at the Southwest corner of the North 884 feet of Lots 1 and 2 lying between the L & N Railroad and the Palafox Flomaton Highway, thence North 25 degrees West on the East line of said highway a distance of 500 feet for the Point of Beginning of this description; thence run North 65 degrees East a distance of 400 feet; thence run North 25 degrees West a distance of 200 feet; thence run South 65 degrees West a distance of 400 feet to the East line of the right of way of said highway, and thence run South 25 degrees East on said highway a distance of 200 feet to the Point of Beginning.

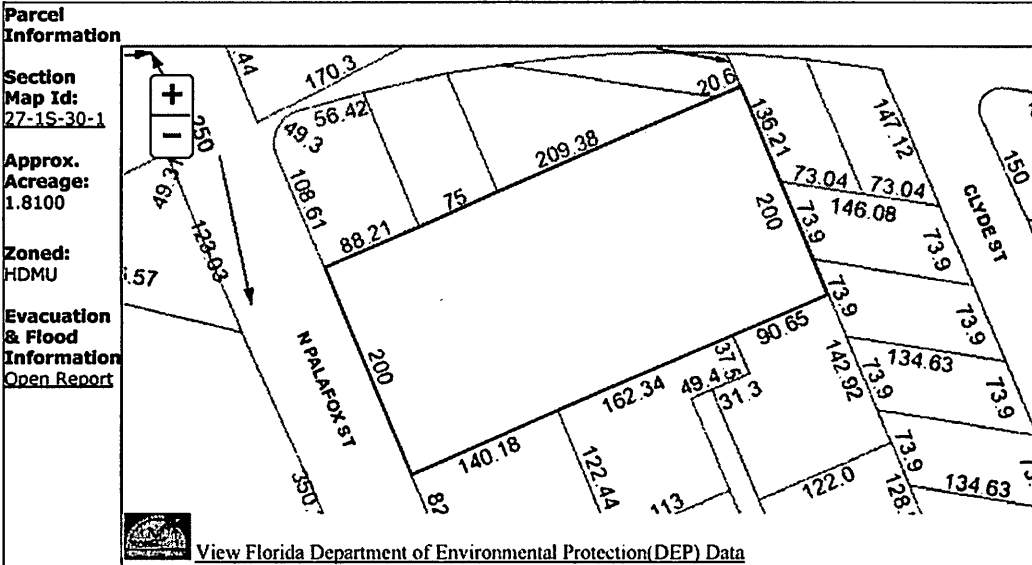
Less and except that portion conveyed to the State of Florida Department of Transportation by Warranty Deed recorded in Book 5747, Page 815.

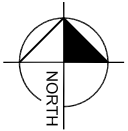
Source: Escambia County Property Appraiser

◀ Navigate Mode Account Reference ▶

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 271S301201005002</p> <p>Account: 031405000</p> <p>Owners: BASS BOBBIE TRUSTEE FOR BASS BOBBIE TRUST</p> <p>Mail: C/O BRIAN BASS 4339 BAYWOODS DR PENSACOLA, FL 32504-6730</p> <p>Situs: 7144 N PALAFOX HWY 32503</p> <p>Use Code: VACANT RESIDENTIAL</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2014</td> <td>\$51,585</td> <td>\$0</td> <td>\$51,585</td> <td>\$51,585</td> </tr> <tr> <td>2013</td> <td>\$51,585</td> <td>\$50,318</td> <td>\$101,903</td> <td>\$101,903</td> </tr> <tr> <td>2012</td> <td>\$51,585</td> <td>\$50,318</td> <td>\$101,903</td> <td>\$101,903</td> </tr> </tbody> </table> <p style="text-align: center;"><u>Disclaimer</u></p> <hr/> <p style="text-align: center;"><u>Amendment 1/Portability Calculations</u></p>	Year	Land	Imprv	Total	Cap Val	2014	\$51,585	\$0	\$51,585	\$51,585	2013	\$51,585	\$50,318	\$101,903	\$101,903	2012	\$51,585	\$50,318	\$101,903	\$101,903										
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>04/2007</td> <td>6124</td> <td>270</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/2007</td> <td>6111</td> <td>396</td> <td>\$40,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>02/2007</td> <td>6085</td> <td>603</td> <td>\$30,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>02/2007</td> <td>6085</td> <td>594</td> <td>\$30,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	04/2007	6124	270	\$100	WD	View Instr	03/2007	6111	396	\$40,000	WD	View Instr	02/2007	6085	603	\$30,000	WD	View Instr	02/2007	6085	594	\$30,000	WD	View Instr	<p>2014 Certified Roll Exemptions</p> <p>None</p> <hr/> <p>Legal Description</p> <p>BEG AT SW COR OF N 884 FT OF L TS 1 AND 2 LYING BETWEEN H/W A ND RR N 500 FT FOR BEG E AT RI GHT ANGLES 400 FT N 25 DEG W 2...</p> <hr/> <p>Extra Features</p> <p>None</p>
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04/2007	6124	270	\$100	WD	View Instr																										
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02/2007	6085	603	\$30,000	WD	View Instr																										
02/2007	6085	594	\$30,000	WD	View Instr																										





SCALE: 1" = 80'

**Florida – Pensacola
7144 N Palafox Street**

Site Data Summary

Existing Zoning: HDMU

Area Summary:

Total Site Area: 78,638 SF 1.81 Ac
Building: 8,320 SF

Parking Summary:

Required: 25 Spaces (3 per 1,000 sf)
Provided: 28 Spaces
Space Size: 9' x 18'

Building Setbacks:

Front: 15'
Side: 10'
Rear: 15'

Landscape Requirements / Notes:

Front: 5'
Side: 10'
Rear: 10'

Notes:

Date Prepared: 04/15/2015

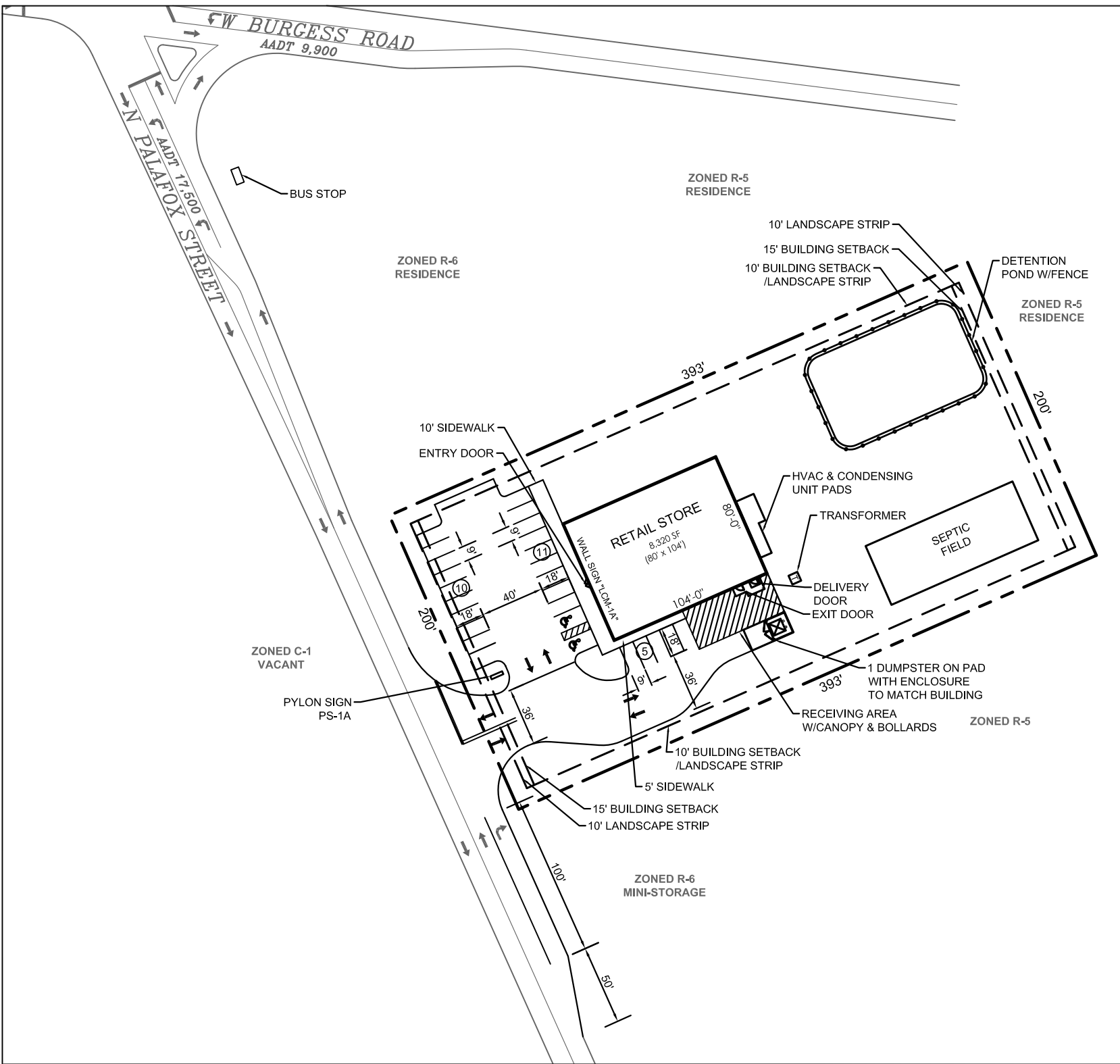
Drawn By:
Debbie Shannon

Prepared For:

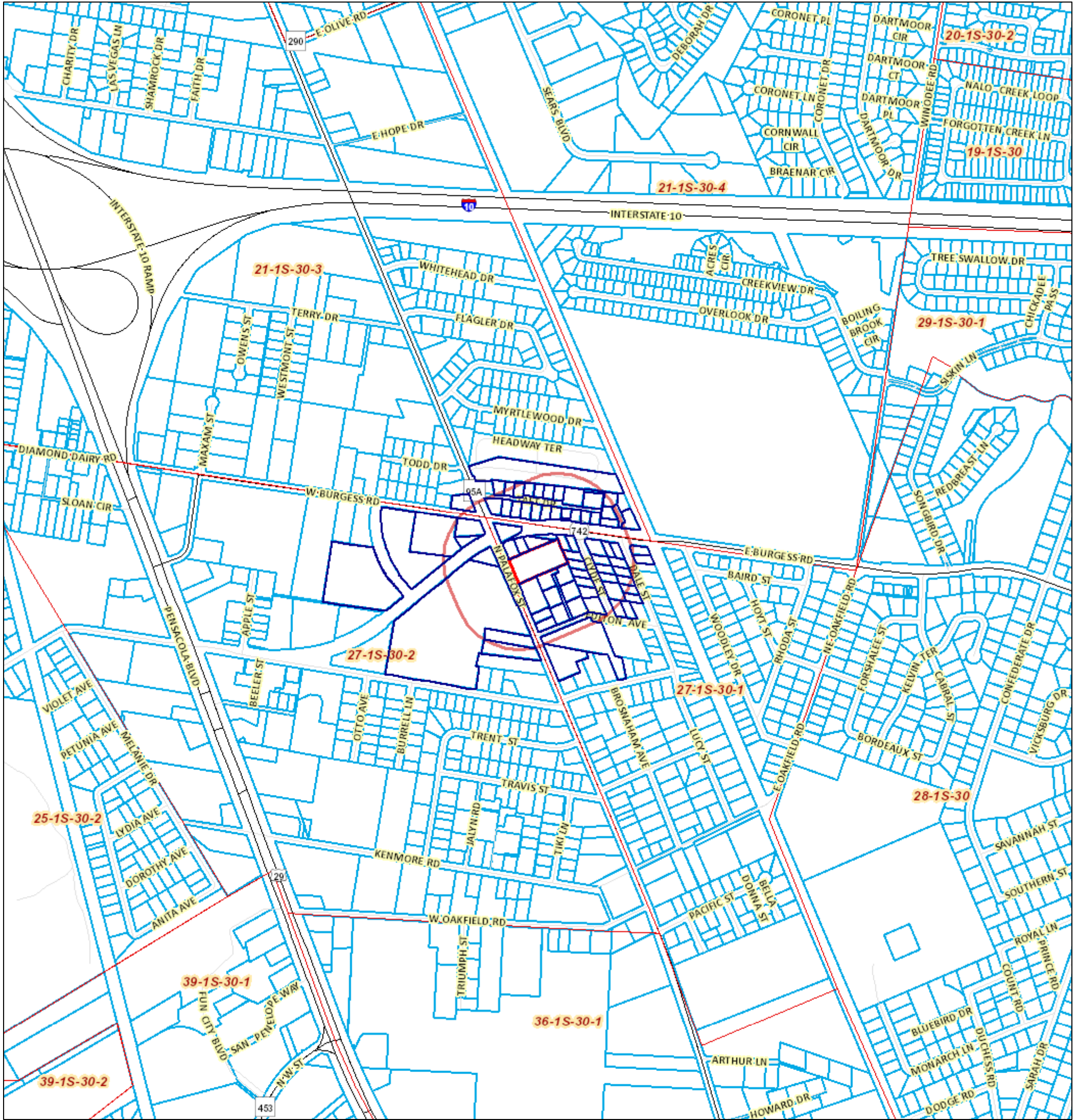
Garrard Development Services
1960 Satellite Boulevard
Suite 2300
Duluth, Georgia 30097



Building What Lasts



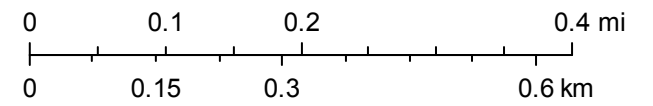
Chris Jones Escambia County Property Appraiser



June 24, 2015

1:8,963

- ⋯ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋯ Property Line





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



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

**BASS BOBBIE TRUSTEE
C/O BRIAN BASS
4339 BAYWOODS DR
PENSACOLA, FL 32504-6730**

**SWINNEY MADISON
36 BURGESS RD
PENSACOLA, FL 32503**

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.

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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

**FLORIDA STATE DEPARTMENT OF
TRANSPORTATION
PO BOX 607
CHIPLEY, FL 32428**

**TRAN CHANH MINH
18 E BURGESS RD
PENSACOLA, FL 32503**

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

WILLIAMS DAVID F & ANDREA L
8 E BURGESS RD
PENSACOLA, FL 32503

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

AVERION MARGARITA A
6220 MULDOON ROAD
PENSACOLA, FL 32526

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

SEAL DIANA BRUNER &
4337 THAMES CT
FLOWERMOUND, TX 75028

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

NGUYEN NGOC BICH THI
3270 TORRES AVE
PENSACOLA, FL 32503

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

**GREGORY ARCHIE L & ETHEL R
16 E BURGESS RD
PENSACOLA, FL 32503**

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

**LISENBY CARL &
10401 TANTON RD
PENSACOLA, FL 32506**

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

**SIMS PAMELA ARD &
208 MIRABELLE CIR
PENSACOLA, FL 32514**

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

**MARTIN DANA
12 TAFT DR
PENSACOLA, FL 32503**

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

MAXEY GEORGE L & RITA D
6 TAFT DR
PENSACOLA, FL 32503

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

PATTON GLORIA B
10 TAFT DR
PENSACOLA, FL 32503

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

BELL EVELYN LIFE EST
2600 W MICHIGAN AVE # 320C
PENSACOLA, FL 32526

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

MASSEY STEVEN L
20 TAFT DR
PENSACOLA, FL 32503

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

**LOVETTO JOSEPH P &
8418 KLONDIKE RD
PENSACOLA, FL 32526**

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

**LYNCH JOHN E
41 BURGESS RD E
PENSACOLA, FL 32503**

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

**SPIKES BETTY W &
7128 DALE ST
PENSACOLA, FL 32503**

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

**WHITE ROBERTA REGINA
7115 DALE ST
PENSACOLA, FL 32503**

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

PRUITT JONATHAN W & DONNA C
7117 DALE ST
PENSACOLA, FL 32503

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

MILLER STANLEY J & CANDACE D
2190 DOVE FIELD DR
PENSACOLA, FL 32534

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

CHALK T WESLEY 1/2 INT
415 BUNKER HILL DR
PENSACOLA, FL 32506

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

BUCHANAN STEVEN J &
6804 CHICAGO AVE
PENSACOLA, FL 32526

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

BROWN DAVID A II
6283 TRENT ST
PENSACOLA, FL 32503

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

GAINEY JANICE OPAL
10 CLYDE ST
PENSACOLA, FL 32503

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

ASHCRAFT TONY J
328 BIG FOUR RD
WIGGINS, MS 39577

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

CLEMENTS TRENCE L
1260B PINNACLE CIR
PENSACOLA, FL 32504

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

**ST PIERRE JOSEPH & ALICE
7 CLYDE ST
PENSACOLA, FL 32503**

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

**BUD INDUSTRIES INC TRUSTEE
C/O KEVIN COLLINS
PO BOX 439016
SAN YSIDRO, CA 92143-9016**

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

**MURPHY ANGELA
2 CLYDE ST
PENSACOLA, FL 32503**

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

**NELSON DANIEL J
13 CLYDE ST
PENSACOLA, FL 32503**

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

**MIDFIRST BANK
501 NW GRAND BLVD
OKLAHOMA CITY, OK 73118**

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

**DEMMA JAMES B &
9 CLYDE ST
PENSACOLA, FL 32503**

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

**ARBELAEZ RICARDO
908 W MICHIGAN AVE
PENSACOLA, FL 32505**

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

**THOMPSON CHRISTIE
40600 LAKE DR
BAY MINETTE, AL 36507**

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Escambia County
Development Services Department
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Pensacola, FL 32505



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

**CRAIG EDDIE L SR &
3261 SCHIFKO RD
CANTONMENT, FL 32533**

**REED CHARLIE B & MARY
80 GARDEN CITY AVE
WYANDANCH, NY 11798**

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

**ANTONIOUS GEORGE B &
8878 SCENIC HWY
PENSACOLA, FL 32514**

**LUTHERAN SERVICES FLORIDA INC
3627A W WATERS AVE
TAMPA, FL 33614**

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Pensacola, FL 32505



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

**JASPER FAMILY LIMITED PARTNERSHIP
10 STAR LAKE DR
PENSACOLA, FL 32507-3410**

**BOGAN LEE M JR 2/6 INT &
117 MONARCH LN
PENSACOLA, FL 32503**

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Escambia County
Development Services Department
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Pensacola, FL 32505



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

**BECO PROPERTIES LLC
101 W BURGESS RD
PENSACOLA, FL 32503**

**MIEDEL DAVID D &
86 DARDEN PL
COLUMBIA, TN 38401**

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

**PALAFX LANDING LTD
302 N BARCELONA ST
PENSACOLA, FL 32501**

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

**DANG THONG
1190 COMMONWEALTH RD
PENSACOLA, FL 32504**

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

**YCW GROUP LLC
7816 BLUE LAKE DR
SAN DIEGO, CA 92119**

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

**CASTNER TOBY E
7031 N PALAFX ST
PENSACOLA, FL 32503**

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

BUTLER DAVID R & MARY G
374 W CHASE ST
PENSACOLA, FL 32502

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

MOON DAVID W
8823 BURNING TREE RD
PENSACOLA, FL 32514-5606

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

TAYLOR GLEN E & MARY A
18 TAFT DR
PENSACOLA, FL 32503

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

ONGALO SCOTT W
6060 MARY KITCHENS RD
MILTON, FL 32583

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

ROBINSON GWENDOLYN
110 FULTON AVE
PENSACOLA, FL 32503

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

KIDD BARRY D SR TRUSTEE
9722 HOLLOWBROOK DR
PENSACOLA, FL 32514

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

SWING FLOYD E
7119 DALE ST
PENSACOLA, FL 32503

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

HARTZELL WILLIAM
7130 DALE ST
PENSACOLA, FL 32503

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

PAPPAS SHARON K
4685 ANCHOR LN
PENSACOLA, FL 32514

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

JB LEGACY LLC
3044 EAST KINGSFIELD RD
PENSACOLA, FL 32514

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

USTINS LLC
10498 MILLBROOK DR
PENSACOLA, FL 32534

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

FYM OF FL LLC
3179 LAKE SUZANNE RD
CANTONMENT, FL 32533

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

LIVINGSTON EMANUEL JR
7539 LILLIE LN
PENSACOLA, FL 32526

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

HOUSING LEAGUE HOLDINGS 5 LLC THE
1119 COTORRO AVE
CORAL GABLES, FL 33146

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

MUDGE WILLARD S JR & BEVERLY B
45 E FULTON AVE
PENSACOLA, FL 32503

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Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **639049**

Date Issued. : 06/26/2015

Cashier ID : CASTILLS

Application No. : PBA150600007

Project Name : CU-2015-06

Address : 3802 N. S STREET
Pensacola, FL, 32505

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1164	\$1,270.50	App ID : PBA150600007
		\$1,270.50	Total Check

Received From : GARRARD DEVELOPMENT SERVICES LLC

Total Receipt Amount : **\$1,270.50**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PBA150600007	729814	1,270.50	\$0.00	7144 N PALAFOX HWY, PENSACOLA, 32503

Total Amount :	1,270.50	\$0.00	Balance Due on this/these Application(s) as of 6/26/2015
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Board of Adjustment

6. 2.

Meeting Date: 07/15/2015
CASE: V-2015-06
APPLICANT: Pinder-Martin Associates, Inc., Agent for Twomays Property, Inc.
ADDRESS: 31 N. Navy Blvd.
PROPERTY REFERENCE NO.: 50-2S-30-5091-004-007
ZONING DISTRICT: Com, Commercial
FUTURE LAND USE: C, Commercial

SUBMISSION DATA:

REQUESTED VARIANCE:

The Applicant is seeking a variance to the front yard setback for the renovation of an existing non-conforming structure. The current required zoning setback is 15' and the existing structure setback is 6'±. The requested variance would lessen the building (primary) setback to 4'± and the awning (secondary) setback to 1'±.

This site is located within the Warrington Community Redevelopment Area.

**Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended),
Section: Sec. 3-2.10.8.d.7.a**

(7) Structure setback. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

And

Sec. 3-1.5.g.4

Encroachments by building features. Every part of a required yard shall be open from its lowest point to the sky, unobstructed except for the ordinary projection of sills, belt courses, cornices, buttresses, awnings, eaves and similar building features. No such projection shall extend more than 24 inches into any yard, except roof overhangs, awnings, outside stairways, and balconies which may extend up to 48 inches into any yard provided the building setback is otherwise at least 10 feet

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

CRITERION (1)

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

FINDINGS-OF-FACT

Section 2-6.3.c.3.a of the Land Development Code defines special circumstances or conditions specifically as follows: "Exceptional conditions. There are exceptional conditions or circumstances that are unique to the land in question, not ordinarily found on other lands in the vicinity and not a result of the owner's intentional action. Unique conditions or circumstances include exceptional narrowness, shallowness, shape, or topographic conditions of the land or the presence of environmentally sensitive lands in or around the land.

Current zoning and redevelopment area regulations present practical difficulties in the renovation of this existing, legally non-conforming building. Any changes to the front facade of this structure would necessitate a variance, yet these changes are promoted by the overlay district regulations. Staff finds that these circumstances do meet the need for a variance.

CRITERION (2)

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

FINDINGS-OF-FACT

The unique conditions of this case are not self imposed. The Applicant is seeking to meet standards promoted by the redevelopment plan.

CRITERION (3)

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

FINDINGS-OF-FACT

Granting the requested variance relief will not confer a special privilege.

CRITERION (4)

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

FINDINGS-OF-FACT

Section 2-6.3.c.3.b of the Land Development Code (LDC) defines, substantial hardship as under the unique land conditions or circumstances prompting the variance request, the strict application of LDC standards causes an exceptional practical difficulty or undue

physical hardship to the owner that effectively prohibits a permissible principal use or denies rights and privileges legally enjoyed by owners of other properties in the vicinity or within the same zoning district.

The submitted request does meet this criterion.

CRITERION (5)

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

FINDINGS-OF-FACT

The requested variance is the minimum necessary given the unique circumstances present.

CRITERION 6

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

FINDING OF FACT:

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

STAFF RECOMMENDATION

Staff recommends that the Board approve the variance request as submitted.

BOA DECISION

BOARD OF ADJUSTMENT FINDINGS:

Attachments

Working Case File V-2015-06

V-2015-06

31 N. Navy Blvd.



V-2015-06 LOCATION MAP

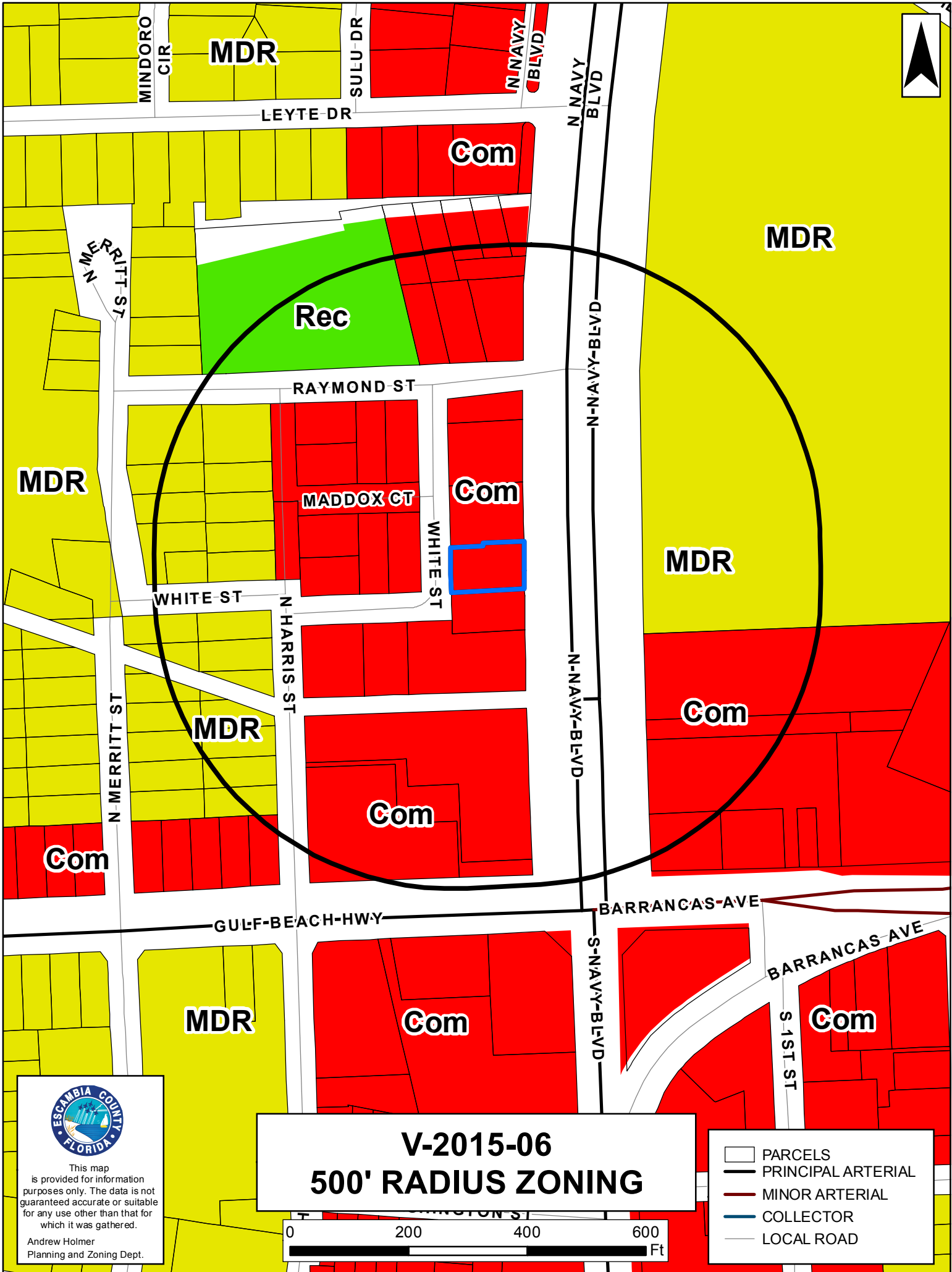



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



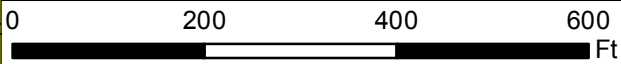
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Andrew Holmer
Planning and Zoning Dept.

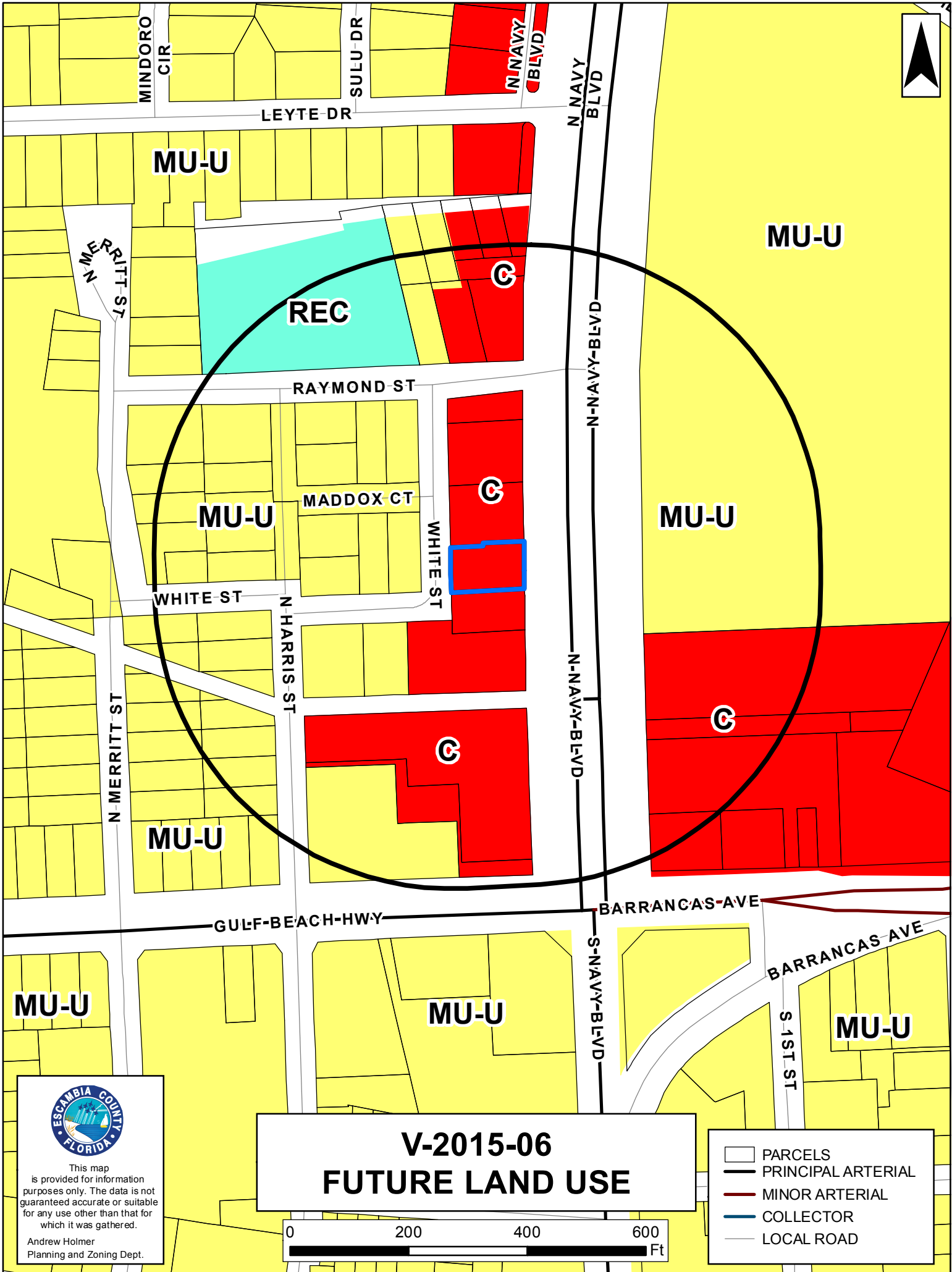



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 Andrew Holmer
 Planning and Zoning Dept.

V-2015-06
500' RADIUS ZONING



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



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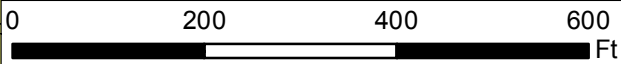
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Andrew Holmer
Planning and Zoning Dept.

V-2015-06 FUTURE LAND USE



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



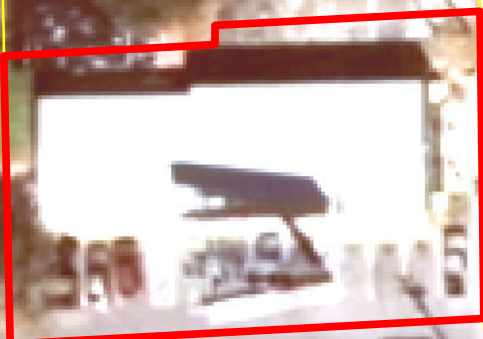
MADDOX CT

WHITE ST

N-NAVY-BLVD

N NAVY BLVD

N-NAVY-BLVD








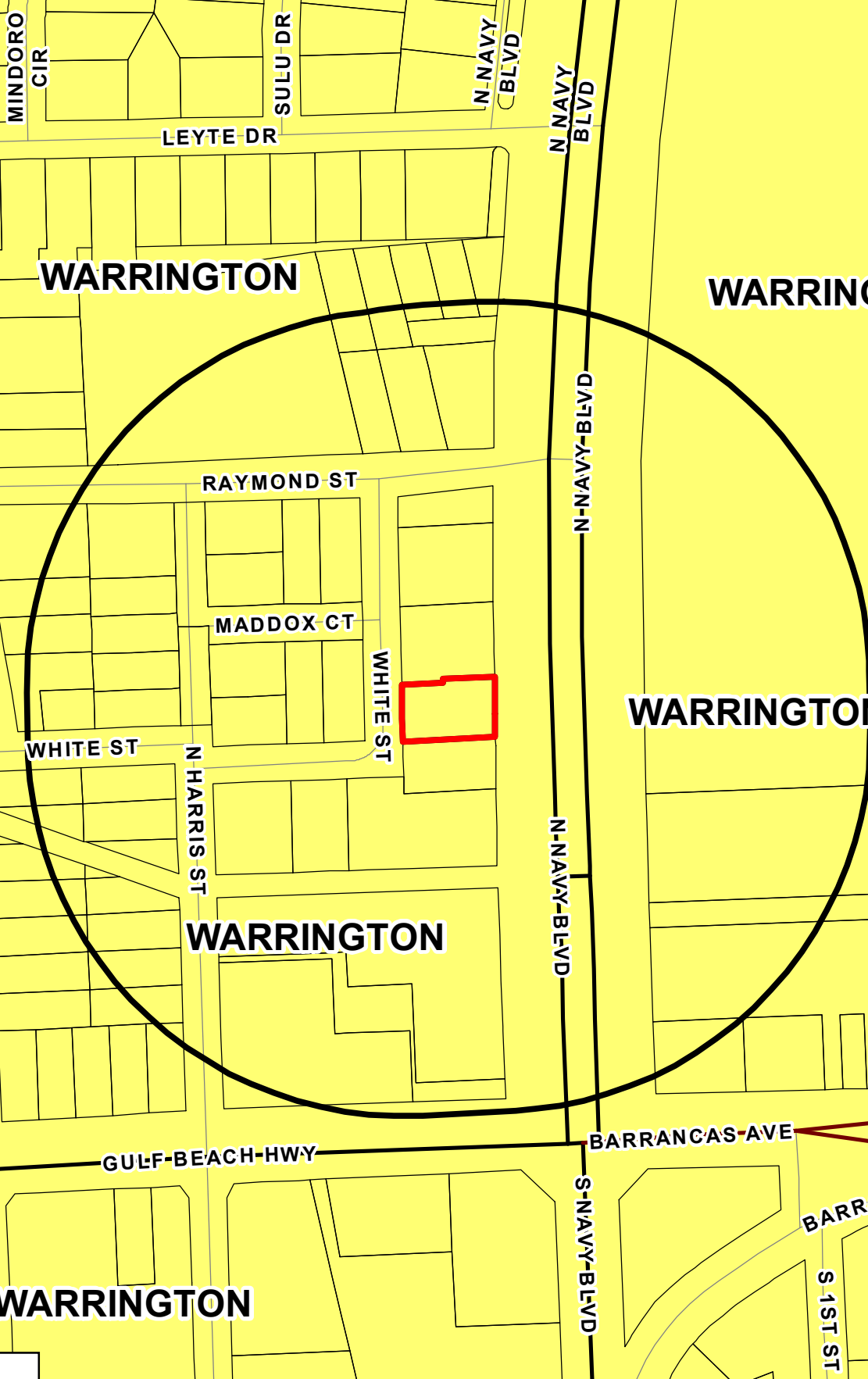
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Andrew Holmer
Planning and Zoning Dept.

V-2015-06 AERIAL MAP



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




WARRINGTON

WARRINGTON

WARRINGTON

WARRINGTON

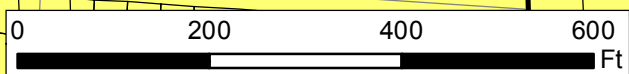
WARRINGTON








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Andrew Holmer
Planning and Zoning Dept.

V-2015-06
CRA DISTRICT MAP



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

PINDER-MARTIN ASSOCIATES, INC.
Architecture Consulting
1001 N. 12th Avenue
Pensacola, FL 32501
AA26000896
Phone 850-439-9110
pindermartin@bellsouth.net

June 16, 2015

BOARD OF ADJUSTMENT

Escambia County
3363 West Park Place
Pensacola, FL 32505

Re: Variance Request – 31 N. Navy Blvd.

Dear Board of Adjustment:

The petitioner requests a Variance seeking consideration and approval for facade improvements and the installation of an awning to the existing building located at 31 N. Navy Boulevard. Our intentions are to renovate the building for a restaurant (Domino's) type use. Meeting the LDC Encroachments by Building Features performance measure, per Article 3, impacts this endeavor. In making this request, we provide evidence that this project complies with the specific rules governing this use and that the project satisfactorily provides for the following criteria:

1. Special Circumstance or Conditions

Owners of property located in the Warrington Redevelopment Area (Navy Boulevard corridor), are encouraged to upgrade the appearance and economic activity within their area. The intended project proposes interior and exterior renovation. The exterior renovation of both east (front) and south facades are critical to the building corner presence and comprehensive design. The articulated façade improvements thicken the front wall and the awning projects 64" in front of the existing façade face.

There is a special condition unique to this property. The structure built approximately 9 years ago (not by this applicant) and has an existing front setback varying between 6.13' to 5.75' along the east property line. The required LDC front setback is 15' with projection exceptions allowed for buildings with a minimum 10' setback.

Currently in front of the building, approximately 6' of property exists, plus 9' of pavement to the sidewalk, an 8' wide brick paver sidewalk, and 50' of parking to the edge of Navy Boulevard pavement.

2. Necessity for variance

The variance is necessary for the preservation and enjoyment of a substantial property right as defined herein and not only to serve as a convenience to the applicant. The existing front façade is flat without articulation, shading, or weather protection. Thickening of the front wall construction apportions an image change from an existing metal building end to a pronounced front entry. Introducing an awning along the front at the existing storefront height provides a shade factor, improved weather protection, and opportunity for lighting/safety improvements. This applicant's equally important need to define their

business front and provide entrance protection for their customers would not impact the neighboring businesses.

The properties to the south and north are not contiguous with the 31 N. Navy Boulevard premises. The southern neighbor is separated by a parking lot and the north neighbor is setback approximately 76' with front parking.

The interior square footage of the building does not increase. These improvements would not be detrimental to the functioning of Navy Boulevard, the operations of neighboring businesses and pedestrian traffic. The proposed Domino's compliments the adjacent Navy Boulevard businesses, enhances pedestrian access, and encourages infrastructure improvements and economic activity.

3. Authorization of the Variance

The authorization of this variance will not be detrimental to the public health, safety, or general welfare. Such finding would include no concerns such as fire safety, structural stability, clearance, preservation of light and open space, and visual and aesthetic concerns. Granting of this variance will not impair adjacent landowners in respect to property values nor lessen the health, safety, comfort, or general welfare of the inhabitants of Escambia County.

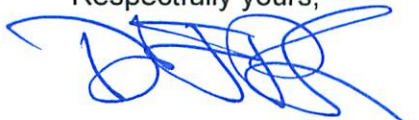
4. Respect of Code and Comprehensive Plan

That granting of the variance would not constitute a special privilege. The proposed variance is consistent with all other relevant provisions of this code. The planned renovation will meet the definition of redevelopment with the substantial renewal of the property.

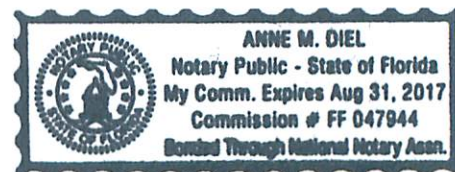
5. Minimum Requirements

This request for structural improvements, façade articulation, and awning projection is architecturally appropriate and minimum necessary for the enhancement and enjoyment of a substantial property right. The accountability of upgrades is evident as the building progresses in a means that benefits the neighborhood.

Respectfully yours,


David J. Pinder, RA,
Pinder-Martin Associates, Inc.

Attachment



Anne M. Diel
6/18/2015

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: Setback (Front)

Rezoning Request from: _____ to: _____

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

313-4037

Owner(s) Name: TWOMAYS PROPERTY INC

Phone: 850-33-4037

Address: P.O. BOX 517 GULF BREEZE, FL 32561

Email: marymay1722@aol.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: 31 N. Navy Blvd

Property Reference Number(s)/Legal Description: 502S305091004007

By my signature, I hereby certify that:

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

Michael G. Martin
Signature of Owner/Agent

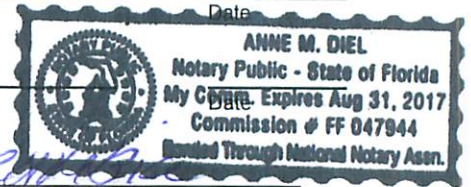
Michael G. Martin

Printed Name Owner/Agent

6.16.15
Date

Signature of Owner

Printed Name of Owner



STATE OF Florida

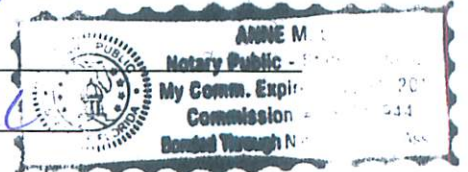
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10th day of JUNE 20 15, by Michael G. Martin

Personally Known OR Produced Identification . Type of Identification Produced:

Anne M. Diel
Signature of Notary
(notary seal must be affixed)

Anne M. Diel
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: V-2015-06

Meeting Date(s): 07-15-15

Accepted/Verified by: DL & DH

Date: 06-19-15

Fees Paid: \$ 423.50

Receipt #: 638486

Permit #: PBA 15060005

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 31 N. Navy Blvd,

Florida, property reference number(s) 502S305091004007

I hereby designate PINDER-MARTIN ASSOCIATES, INC. for the sole purpose of completing this application and making a presentation to the:

Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

Board of Adjustment to request a(n) Variance on the above referenced property.

This Limited Power of Attorney is granted on this 6/18/2015 day of June the year of, 2015, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Michael G. Martin Email: pindermartin@bellsouth.com

Address: 1001 N. 12th Ave Pensacola, FL 32501 Phone: 850-439-9110

Roy Jeffrey May
Signature of Property Owner

Roy Jeffrey May
Printed Name of Property Owner

6/18/2015
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of JUNE 20 15 by ROY JEFFREY MAY

Personally Known OR Produced Identification . Type of Identification Produced: FLDL M000 73064 2290

Stephanie M. Dickens
Signature of Notary

Stephanie M. Dickens (Notary Seal)
Printed Name of Notary





Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

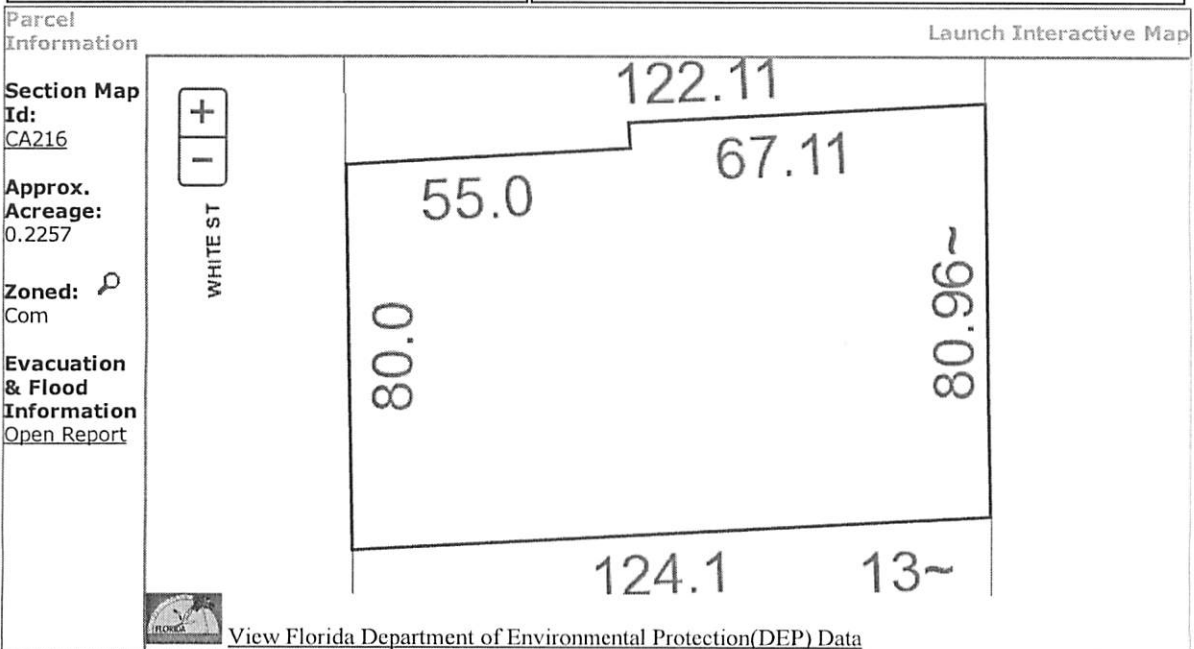
[Back](#)

Navigate Mode
 Account
 Reference

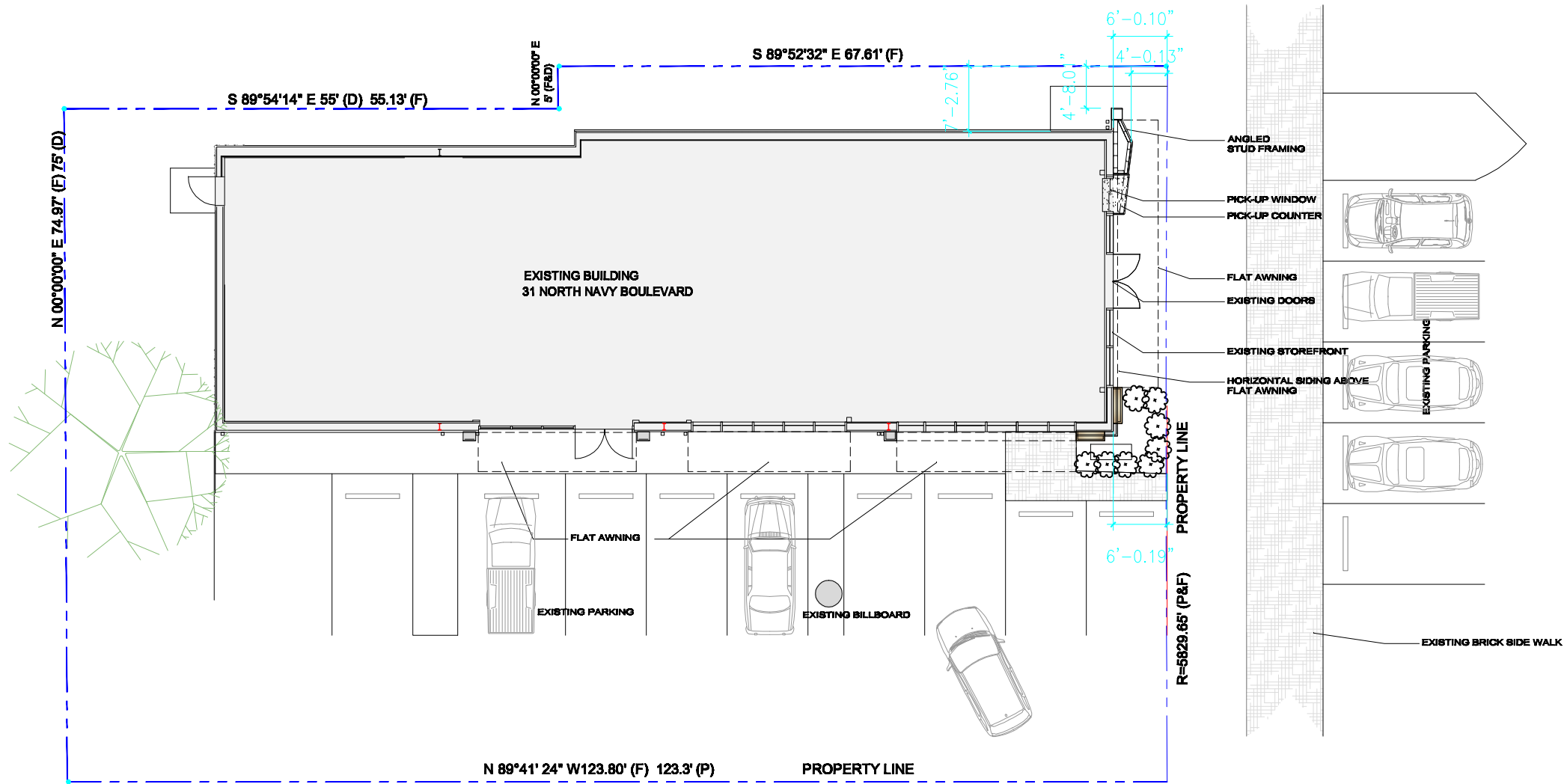
Printer Friendly Version

General Information	Assessments																				
<p>Reference: 502S305091004007</p> <p>Account: 081438000</p> <p>Owners: TWOMAYS PROPERTY INC</p> <p>Mail: PO BOX 517 GULF BREEZE, FL 32561</p> <p>Situs: 31 N NAVY BLVD 32507</p> <p>Use Code: STORE, 1 STORY</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p><small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2014</td> <td>\$28,024</td> <td>\$95,818</td> <td>\$123,842</td> <td>\$123,842</td> </tr> <tr> <td>2013</td> <td>\$28,024</td> <td>\$94,901</td> <td>\$122,925</td> <td>\$122,925</td> </tr> <tr> <td>2012</td> <td>\$28,024</td> <td>\$96,433</td> <td>\$124,457</td> <td>\$124,457</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2014	\$28,024	\$95,818	\$123,842	\$123,842	2013	\$28,024	\$94,901	\$122,925	\$122,925	2012	\$28,024	\$96,433	\$124,457	\$124,457
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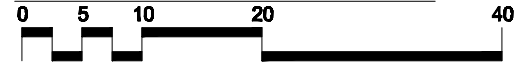
Sales Data	2014 Certified Roll Exemptions																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>08/18/2014</td> <td>7213</td> <td>638</td> <td>\$320,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/2005</td> <td>5630</td> <td>1443</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/2005</td> <td>5604</td> <td>812</td> <td>\$444,200</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>04/2002</td> <td>4892</td> <td>1436</td> <td>\$240,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>12/1994</td> <td>3690</td> <td>36</td> <td>\$60,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	08/18/2014	7213	638	\$320,000	WD	View Instr	03/2005	5630	1443	\$100	WD	View Instr	03/2005	5604	812	\$444,200	WD	View Instr	04/2002	4892	1436	\$240,000	WD	View Instr	12/1994	3690	36	\$60,000	WD	View Instr	<p>None</p> <hr/> <p>Legal Description</p> <p>N 30 FT OF LT 4 ALL OF LT 5 BL K 7 LESS W 55 FT OF N 5 FT 1ST ADDN TO DURCHSLAGS S/D PB 2 P 18 OR 7213 P 638 SEC 50/51...</p> <hr/> <p>Extra Features</p> <p>ASPHALT PAVEMENT CONCRETE WALKS</p>
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Buildings
Address: 31 N NAVY BLVD, Year Built: 2007, Effective Year: 2007

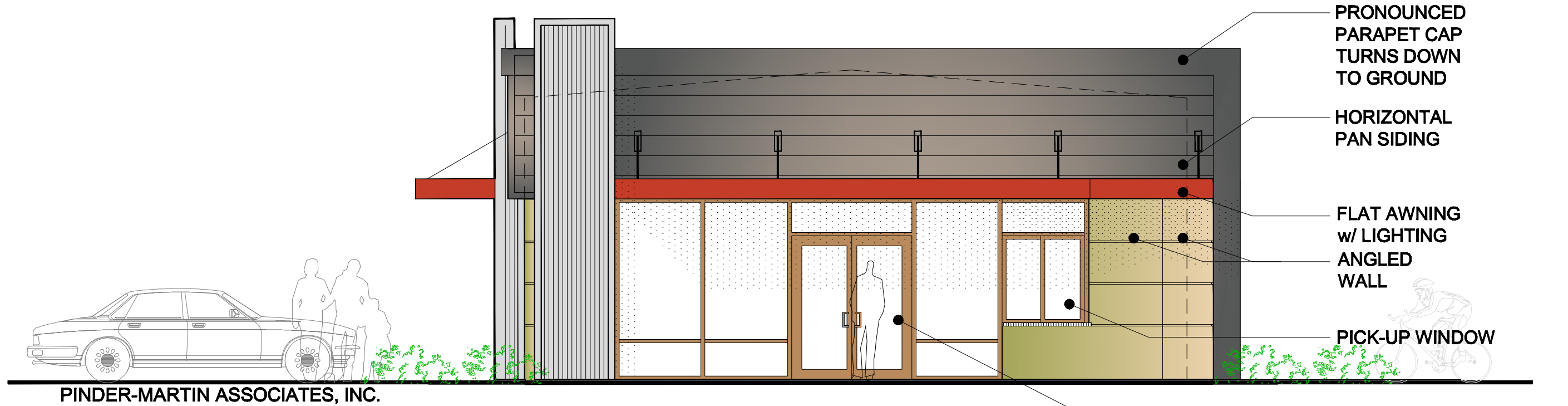


ARCHITECTURAL SITE PLAN



PINDER-MARTIN ASSOCIATES, INC.
06-16-15

ADMIRAL MURRY BOULEVARD (P) NAVY BOULEVARD (F)



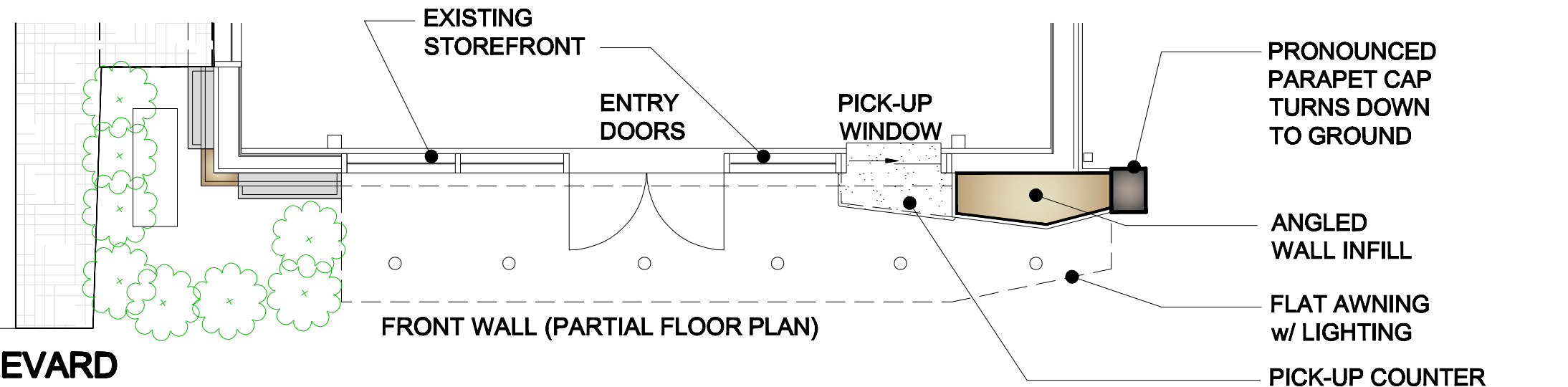
PRONOUNCED
PARAPET CAP
TURNS DOWN
TO GROUND

HORIZONTAL
PAN SIDING

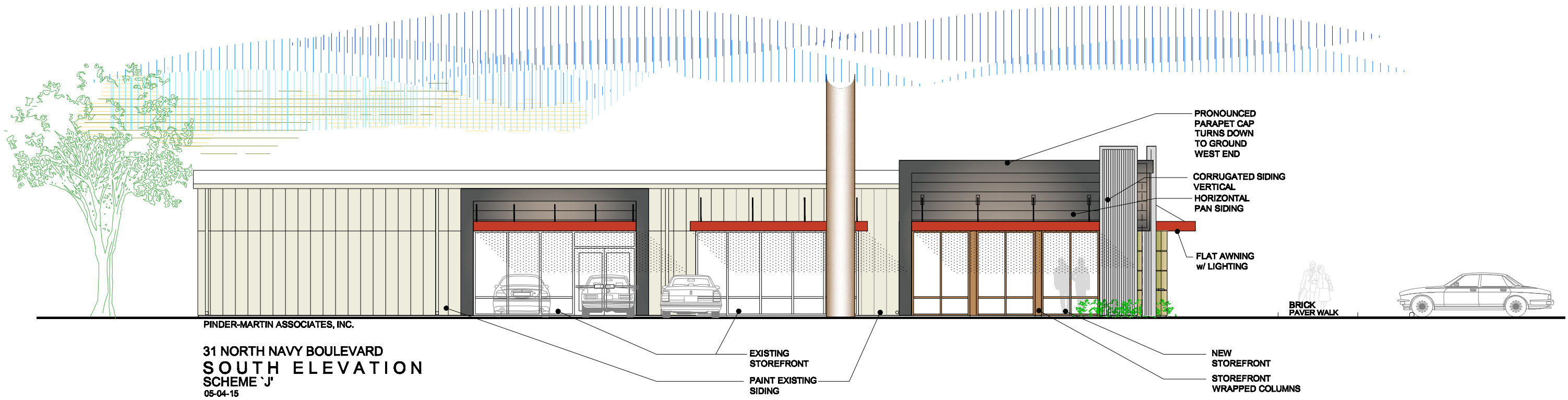
FLAT AWNING
w/ LIGHTING
ANGLED
WALL

PICK-UP WINDOW

EXISTING STOREFRONT



31 NORTH NAVY BOULEVARD
NAVY BOULEVARD ELEVATION
 SCHEME 'J'
 05-04-15



PINDER-MARTIN ASSOCIATES, INC.

31 NORTH NAVY BOULEVARD
SOUTH ELEVATION
 SCHEME 'J'
 05-04-15

EXISTING
 STOREFRONT
 PAINT EXISTING
 SIDING

PRONOUNCED
 PARAPET CAP
 TURNS DOWN
 TO GROUND
 WEST END
 CORRUGATED SIDING
 VERTICAL
 HORIZONTAL
 PAN SIDING
 FLAT AWNING
 W/ LIGHTING

BRICK
 PAVER WALK

NEW
 STOREFRONT
 STOREFRONT
 WRAPPED COLUMNS



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



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

TWOMAYS PROPERTY INC
PO BOX 517
GULF BREEZE, FL 32561

BENNETT JERRY P
4391 Highway 90
Pace, FL 32571

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.

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



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Development Services Department
3363 West Park Place
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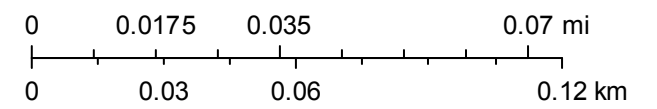
Chris Jones Escambia County Property Appraiser



June 24, 2015

- ⋯ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋯ Property Line

1:1,712





Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **638486**

Date Issued. : 06/19/2015

Cashier ID : KLHARPER

Application No. : PBA150600005

Project Name : V-2015-06

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	000002577098	\$423.50	App ID : PBA150600005
		\$423.50	Total Check

Received From : PEN AIR FEDERAL CREDIT UNION

Total Receipt Amount : **\$423.50**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PBA150600005	729453	423.50	\$0.00	31 N NAVY BLVD, PENSACOLA, 32507

Total Amount :

423.50

\$0.00

Balance Due on this/these
Application(s) as of 6/19/2015

Board of Adjustment

6. 3.

Meeting Date: 07/15/2015
CASE: V-2015-07
APPLICANT: Matt Sasser, Agent for Moulton Properties Holdings, LLC
ADDRESS: 1525 East Nine Mile Road & 9028 Westside Drive
PROPERTY REFERENCE NO.: 13-1S-30-1100-000-002,
13-1S-30-1100-000-000
ZONING DISTRICT: Commercial District, (Com)
FUTURE LAND USE: Mixed-Use Urban, MU-U

SUBMISSION DATA:

REQUESTED VARIANCE:

The Applicant is requesting a variance to the 10 foot side yard setback on the interior shared property lines, resulting in a zero lot line setback between the interior property lines.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 3-2.10.d, 3-2.10.7.b

3-2.10.d. Site and building requirements.

3-2.10.7.b. Structure setback. For all principal structures, minimum setbacks are: Sides. Ten feet on each side, including any group of attached townhouses. for structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

CRITERION (1)

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

FINDINGS-OF-FACT

Section 2-6.3.c.3.a of the Land Development Code defines special circumstances or conditions specifically as follows: "Exceptional conditions. There are exceptional conditions or circumstances that are unique to the land in question, not ordinarily found on other lands in the vicinity and not a result of the owner's intentional action. Unique conditions or circumstances include exceptional narrowness, shallowness, shape, or topographic conditions of the land or the presence of environmentally sensitive lands in or around the land.

The unusual steep topographic land of the commercial property presents practical site design difficulties. To accommodate the required parking, drive aisles and stormwater detention pond, the proposed buildings are shifted close together. The requested variance would allow for a viable commercial design.

CRITERION (2)

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

FINDINGS-OF-FACT

The variance would allow the property owner the necessary space to meet all of the requirements of new construction on these specific parcels and is necessary for the preservation and enjoyment of a substantial property right normally associated with a commercial development.

CRITERION (3)

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

FINDINGS-OF-FACT

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

CRITERION (4)

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

FINDINGS-OF-FACT

Section 2-6.3.c.3.b of the Land Development Code (LDC) defines, substantial hardship as under the unique land conditions or circumstances prompting the variance request, the strict application of LDC standards causes an exceptional practical difficulty or undue physical hardship to the owner that effectively prohibits a permissible principal use or denies rights and privileges legally enjoyed by owners of other properties in the vicinity or within the same zoning district.

The requested variance is for an unusual steep topographic land for the commercial property that presents practical site design difficulties. To accommodate the required parking, drive aisles and storm-water detention pond, the proposed buildings are shifted close together. The requested variance would allow for a viable commercial design and full potential build out of the property.

CRITERION (5)

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

FINDINGS-OF-FACT

The requested variance is the minimum necessary considering the unique topographic slope to the south east and for the placement of the storm-water detention pond.

CRITERION 6

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

FINDING OF FACT:

Granting the variance request will not alter other provisions of the Land Development Code or be injurious to the area or detrimental to the public welfare.

STAFF RECOMMENDATION

Staff finds that the Applicant does meet all of the required criteria for the granting of the variance.

BOA DECISION

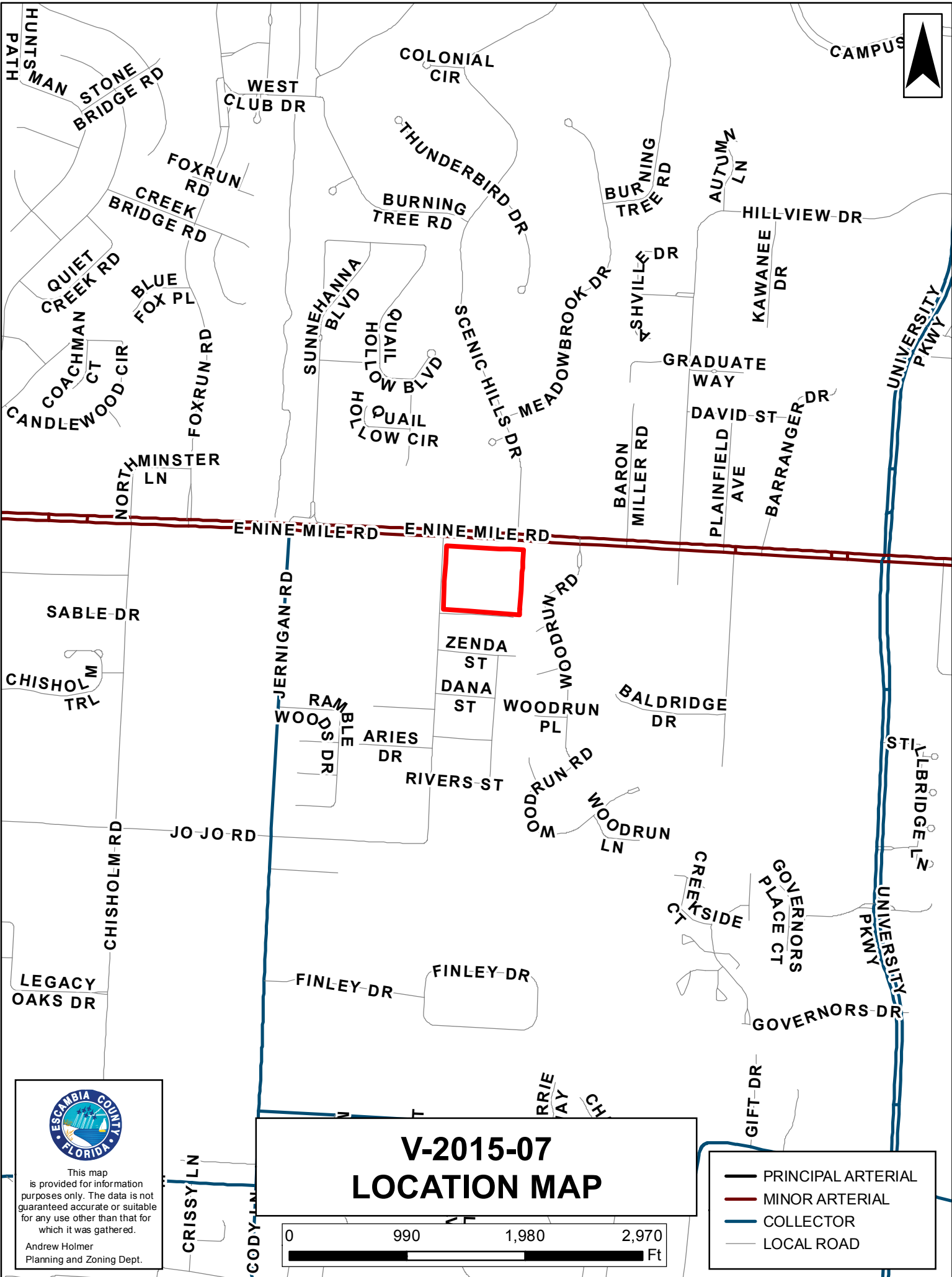
BOARD OF ADJUSTMENT FINDINGS:

Attachments

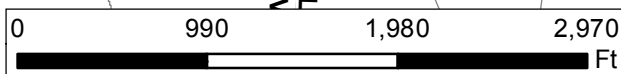
Working Case File V-2015-07





V-2015-07

1525 E. Nine Mile Rd.



V-2015-07 LOCATION MAP

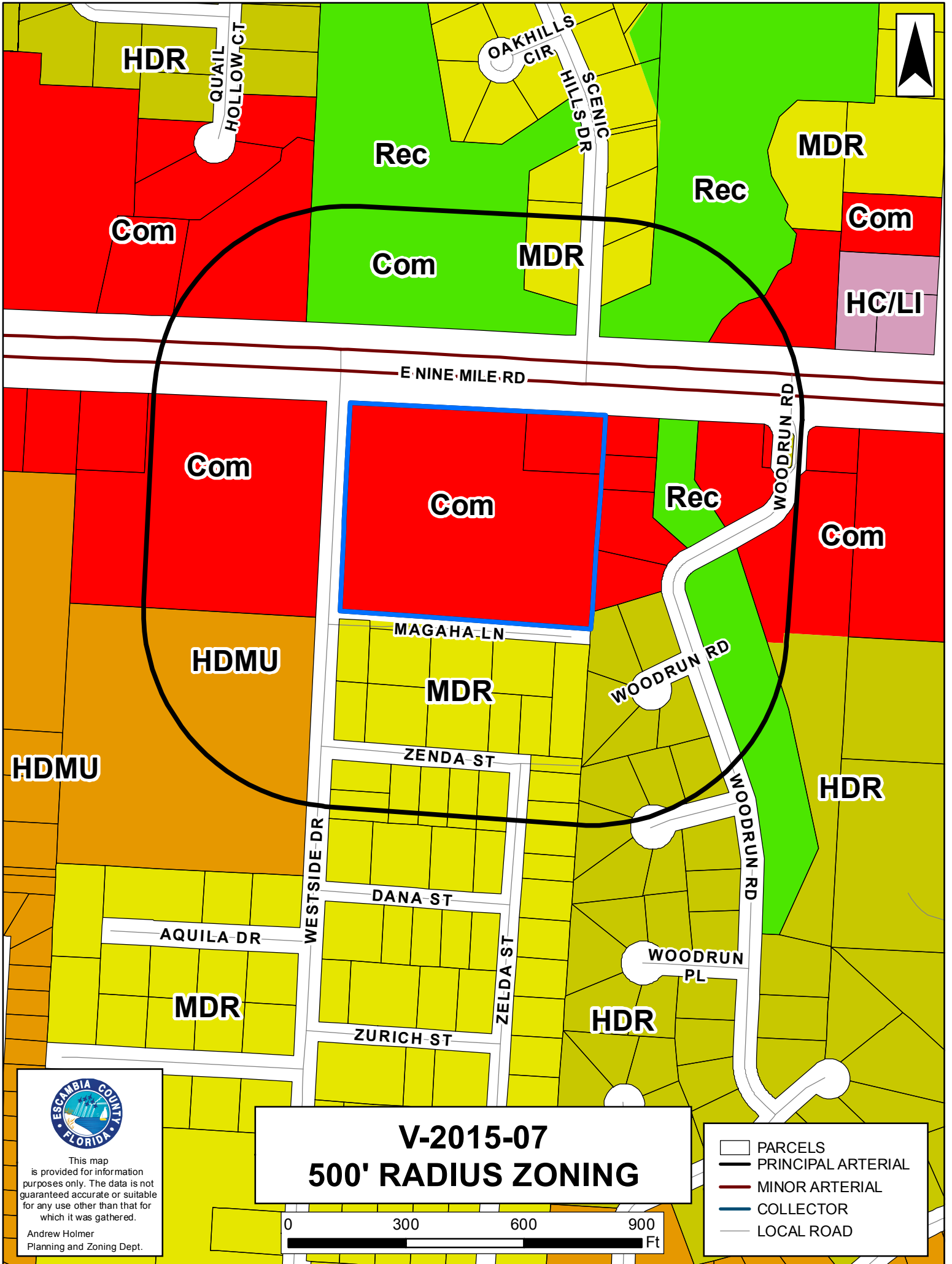


-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



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

Andrew Holmer
Planning and Zoning Dept.



HDR

QUAIL
HOLLOW CT

OAKHILLS
CIR

HILLS DR
SCENIC

Rec

MDR

Rec

Com

Com

Com

MDR

HC/LI

E NINE MILE RD

Com

Com

Rec

WOODRUN RD

Com

HDMU

MAGAHA LN

MDR

WOODRUN RD

HDMU

ZENDA ST

HDR

WESTSIDE DR

AQUILA DR

DANA ST

WOODRUN RD

MDR

ZURICH ST

WOODRUN
PL

HDR



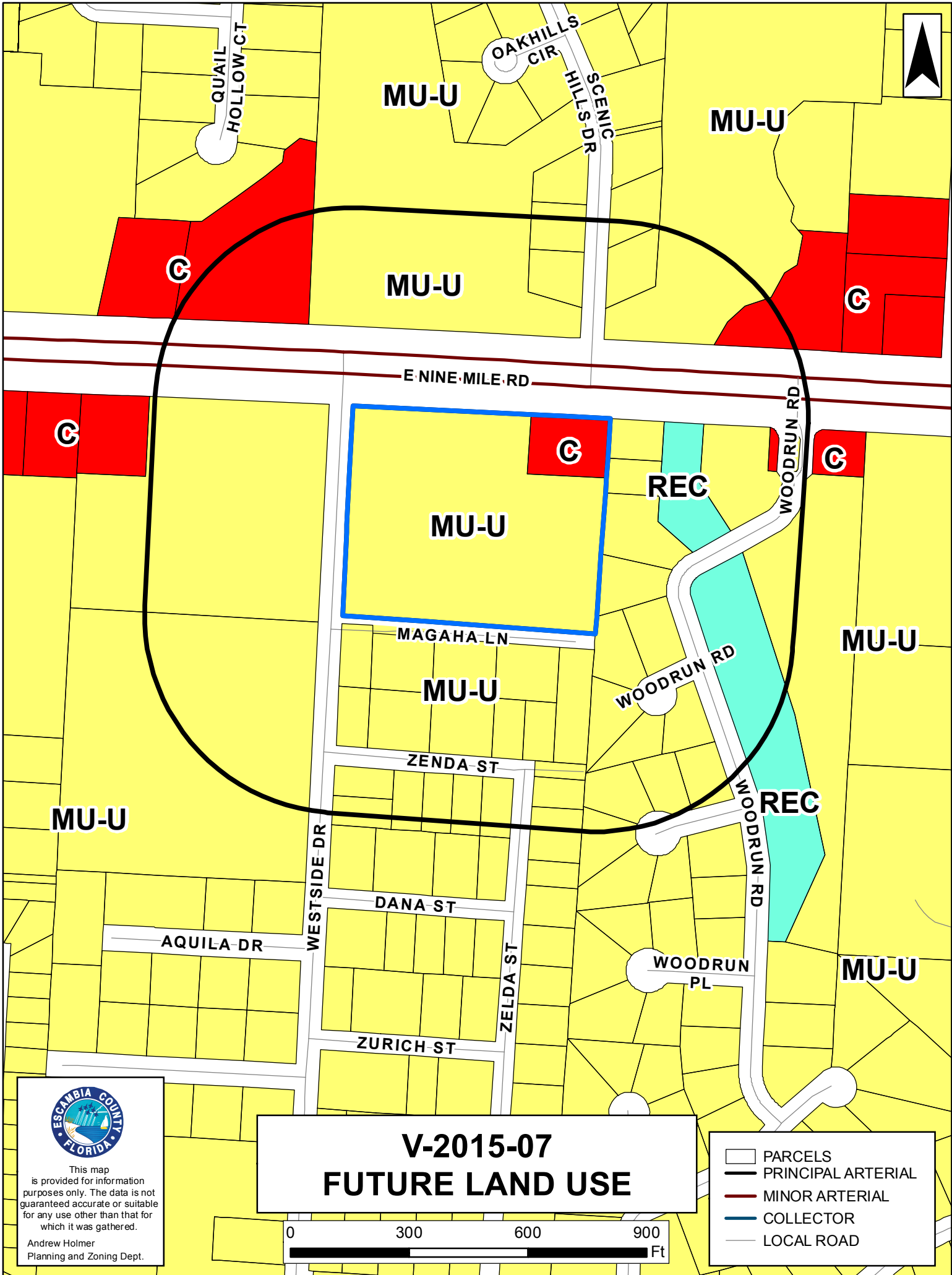
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

V-2015-07
500' RADIUS ZONING



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



MU-U

OAKHILLS CIR
HILLS DR
SCENIC DR

MU-U

G

MU-U

G

E NINE MILE RD

G

MU-U

G

REC

G

MU-U

MAGAHA LN

MU-U

WOODRUN RD

MU-U

ZENDA ST

REC

WESTSIDE DR

DANA ST

AQUILA DR

WOODRUN PL

MU-U

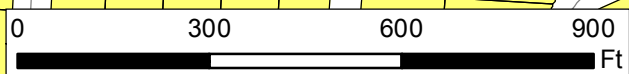
ZURICH ST



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

Andrew Holmer
Planning and Zoning Dept.

**V-2015-07
FUTURE LAND USE**



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



E NINE MILE RD

E NINE MILE RD

SCENIC HILLS DR

WOODRUN RD

MAGAHA LN

WESTSIDE DR

WOODRUN RD

ZENDA ST

WOODRUN CT

DANA ST








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Andrew Holmer
Planning and Zoning Dept.

V-2015-07 AERIAL MAP



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



Meyers Brothers Properties LLC

June 17, 2015

To: **Andrew Holmer**
Escambia County
3363 West Park Place
Pensacola, FL 32505
(850.595.3475)

Re: *Westside Village*
(Walmart Neighborhood Market #87824 Shopping Center)
East Nine Mile Rd at Westside Dr
Variance Request

Dear Mr. Holmer:

As the Developer of the above-referenced project, we are submitting the enclosed Variance Application for consideration by the Board of Adjustment.

This project involves construction of a Walmart Neighborhood Market and adjacent multi-tenant retail space. Due to the nature of the project, it is desirable for the Walmart Neighborhood Market and the adjacent multi-tenant retail space to be located on two separate parcels. Our variance request is to reduce the required side yard setback in the C-1 zoning district (Section 3-2.10.d.7 of the Escambia County land development code) on the interior shared property line of the proposed development to zero.

The regulations of the C-1 zoning district would require that each of these two proposed buildings be set off of the shared property line by 10-feet, creating a 20-foot gap between the two structures. We are requesting a variance to reduce this 10-foot side yard to zero along the shared property line, which would allow the two structures to be constructed adjacent to one another. All other setbacks and yard requirements on the property, as dictated by the C-1 district regulations, will be met.

Following are comments relating to each of the five variance criteria:

- 1. The special circumstances or conditions applying to the building or land in question are peculiar to such property and do not apply generally to other land or buildings in the vicinity.**

The property in question is currently zoned for commercial development, and has a commercial future land-use designation. However, the property boundary is limited by the rights-of-way of three adjacent public roadways: East Nine Mile Road, Westside Dr and Magaha Lane. The topography from the driveway on Westside to our main driveway on E. Nine Mile (+/- 25') have resulted in a property with a narrow developable area and minimal site plan options. These constraints created by the existing road network and topography significantly

restrict the site layout options for commercial development, and are unique to this property. The applicant and its anchor tenant require that the parcels be separate for various reasons such as property taxes, maintenance, insurance and the ability to sell the parcels in the future. However, we still need to be able to build this as a traditional shopping center that is easy to access on foot.

- 2. The variance is necessary for the preservation and enjoyment of a substantial property right as defined herein and not only to serve as a convenience to the applicant.**

The requested variance allows the site to be developed with the minimum necessary commercial density to correlate to the underlying value of the property. Because of the unique property shape created by the existing topography, there is no reasonable alternative layout which separates the buildings and allows for the creation of this minimum necessary density.

- 3. The authorization of the 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.**

Because the requested variance would apply only to the shared property line between the two proposed commercial properties, authorization of the variance will have no impact on adequate supply of light and air to adjacent properties. A traffic impact study has been completed which addresses traffic impacts to public streets, and any impacts will be appropriately mitigated as part of the Escambia County and FDOT review process. Authorization of the variance will have no impact to public safety or fire danger. There are building code standards in place which address adequate fire rating of shared walls in situations such as this. Because the requested variance affects only the interior lot line of the proposed development, its authorization will have no impact on 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.

Authorization of the requested variance will, in fact, enhance the aesthetic and operational characteristics of the subject property and surrounding properties. Failure to authorize the requested variance could result in a 20 foot gap between the two proposed structures. This gap would not be unusable for any meaningful purpose, and could become a “trap” for trash and debris, and would provide a view corridor from the front of the site to the rear service areas. It could also permit undesirable pedestrian access between the front customer areas of the shopping center and the service areas behind the structures.

- 4. The variance will not, in any manner, alter other provisions of this Code or the Comprehensive Plan, except this Code and the Plan may be amended in the manner prescribed by the law.**

The requested variance will not, in any manner, alter other provisions of the Escambia Code of Ordinances or the Comprehensive Plan. This project will comply with all other zoning district requirements.

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

The requested variance is the minimum necessary to allow reasonable use of the land, as discussed in Item #1. It is also the minimum necessary to eliminate the potential negative impacts of leaving a gap between the two proposed structures, as discussed in Item #3.

Please process the enclosed variance application to be placed on the agenda of the next available Board of Adjustment meeting. Should you have any questions, or should you require additional information, please contact me at 404.252.1499 (x225). Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Sasser', with a large, loopy flourish above it.

Matt Sasser
Bright-Meyers-Sasser Westside, LLC



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: MINIMUM SIDEYARD SETBACK

Rezoning Request from: _____ to: _____

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

Owner(s) Name: MOULTON PROPERTIES HOLDINGS, LLC Phone: 850-438-5655

Address: 380 LURTON ST. PENSACOLA, FL 32505 Email: JIM@MOULTONPROP.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: 9028 WESTSIDE DR & 1551 EAST NINE MILE RD

Property Reference Number(s)/Legal Description: 1315301100000002 & 1315301100000000

By my signature, I hereby certify that:

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

[Signature] MATT SASSER 6/18/15 MS
 Signature of Owner/Agent Printed Name Owner/Agent Date
6/17/15

 Signature of Owner Printed Name of Owner Date

STATE OF GA COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 18 day of June 2015
 by _____

Personally Known OR Produced Identification Type of Identification Produced GA ID
[Signature] Thomas Trimmer
 Signature of Notary Printed Name of Notary
 (notary seal must be affixed)



FOR OFFICE USE ONLY CASE NUMBER: V-2015-07

Meeting Date(s): 07-15-15 Accepted/Verified by: AH YDL Date: 06-19-15

Fees Paid: \$ 423.50 Receipt #: 638540 Permit #: PBA 150600006



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 9028 WESTSIDE DR & 1551 E. NINE MILE RD,
Florida, property reference number(s) 1315301100000002 & 1315301100000000

I hereby designate BRIGHT-MEYERS 2001, LLC for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above
referenced property.
- Board of Adjustment to request a(n) VARIANCE FOR MINIMUM SIDEYARD SETBACK on the above referenced property.

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

Agent Name: MATT SASSER, VP OF BRIGHT-MEYERS 2001, LLC Email: MATT@MEYERSBROTHERS.COM

Address: 5881 GLENRIDGE DR, SUITE 220, ATLANTA, GA 30328 Phone: 404-446-0225

Signature of Property Owner

JAMES C. MOULTON
Printed Name of Property Owner

JUNE 17, 2015
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of JUNE 20 15,
by JAMES C MOULTON.

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

Signature of Notary

LINDA F JOYNER
Printed Name of Notary

(Notary Seal)



PARCEL "A" DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER SECTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE N88°04'49"W A DISTANCE OF 657.20 FEET TO A POINT, THENCE S02°58'52"W A DISTANCE OF 83.53 FEET TO A POINT ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N86°10'18"W A DISTANCE OF 5.58 FEET TO AN IRON PIN AND BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY S02°57'00"W A DISTANCE OF 149.61 FEET TO AN IRON PIN, THENCE N86°40'28"W A DISTANCE OF 200.00 FEET TO AN IRON PIN, THENCE N02°50'27"E A DISTANCE OF 150.00 FEET TO AN IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CLOCKWISE CURVE FOR 136.69 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S86°44'49"E AND A CHORD DISTANCE OF 136.69 FEET TO A NAIL, THENCE S86°10'18"E A DISTANCE OF 63.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 30,029 S.F. OR 0.689 ACRES MORE OR LESS.

PARCEL "B" DESCRIPTION:

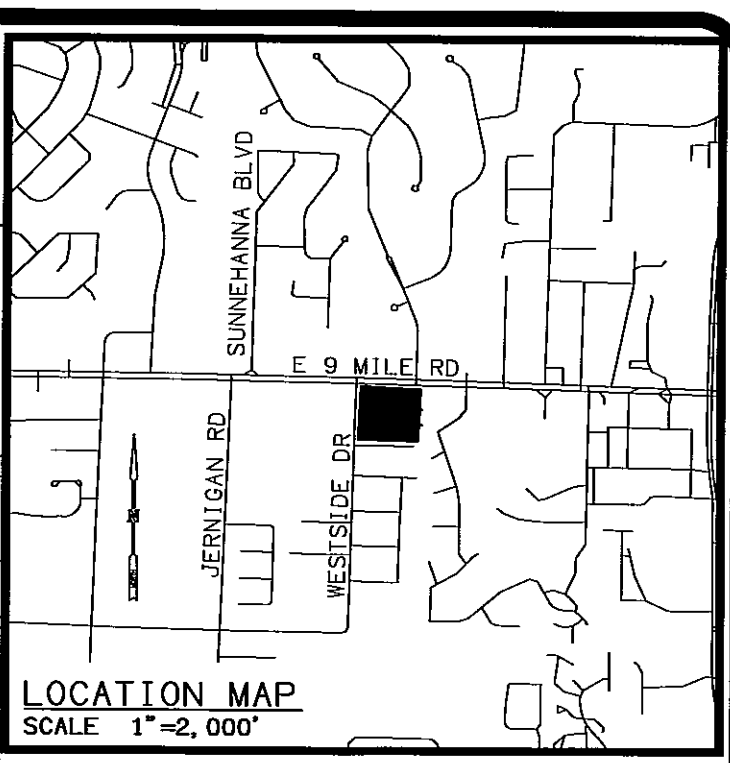
COMMENCING AT THE NORTHEAST CORNER SECTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE N88°04'49"W A DISTANCE OF 657.20 FEET TO A POINT, THENCE S02°58'52"W A DISTANCE OF 83.53 FEET TO A POINT ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N86°10'18"W A DISTANCE OF 5.58 FEET TO AN IRON PIN, THENCE LEAVING SAID RIGHT-OF-WAY S02°57'00"W A DISTANCE OF 149.61 FEET TO AN IRON PIN AND BEING THE POINT OF BEGINNING; THENCE S02°57'00"W A DISTANCE OF 397.26 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF MAGAHA LANE, THENCE ALONG SAID RIGHT-OF-WAY N88°03'58"W A DISTANCE OF 618.93 FEET TO AN IRON PIN ON THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF WESTSIDE DRIVE, THENCE ALONG SAID RIGHT-OF-WAY N02°57'59"E A DISTANCE OF 559.73 FEET TO AN IRON PIN ON THE SOUTHERLY MARGIN OF THE RIGHT OF WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CLOCKWISE CURVE FOR 418.39 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S87°01'29"E AND A CHORD DISTANCE OF 418.39 FEET TO AN IRON PIN, THENCE LEAVING SAID RIGHT-OF-WAY S02°50'27"W A DISTANCE OF 150.00 FEET TO AN IRON PIN, THENCE S86°40'28"E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 312,817 S.F. OR 7.181 ACRES MORE OR LESS.

OVERALL PARCEL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER SECTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE N88°04'49"W A DISTANCE OF 657.20 FEET TO A POINT, THENCE S02°58'52"W A DISTANCE OF 83.53 FEET TO A POINT ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N86°10'18"W A DISTANCE OF 5.58 FEET TO AN IRON PIN AND BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY S02°57'00"W A DISTANCE OF 546.87 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF MAGAHA LANE, THENCE ALONG SAID RIGHT-OF-WAY N88°03'58"W A DISTANCE OF 618.93 FEET TO AN IRON PIN ON THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF WESTSIDE DRIVE, THENCE ALONG SAID RIGHT-OF-WAY N02°57'59"E A DISTANCE OF 559.73 FEET TO AN IRON PIN ON THE SOUTHERLY MARGIN OF THE RIGHT OF WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY (FOR THE FOLLOWING THREE CALLS) (1) ALONG A CLOCKWISE CURVE FOR 418.39 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S87°01'29"E AND A CHORD DISTANCE OF 418.39 FEET TO AN IRON PIN, (2) ALONG A CLOCKWISE CURVE FOR 136.69 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S86°44'49"E AND A CHORD DISTANCE OF 136.69 FEET TO A NAIL, (3) THENCE S86°10'18"E A DISTANCE OF 63.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 342,846 S.F. OR 7.870 ACRES MORE OR LESS.

BEING THE SAME APRCELS DESCRIBED IN TITLE COMMITMENT #20140753A DATED MARCH 13, 2015 BY STEWART TITLE GUARANTY COMPANY.

REVISIONS	BY

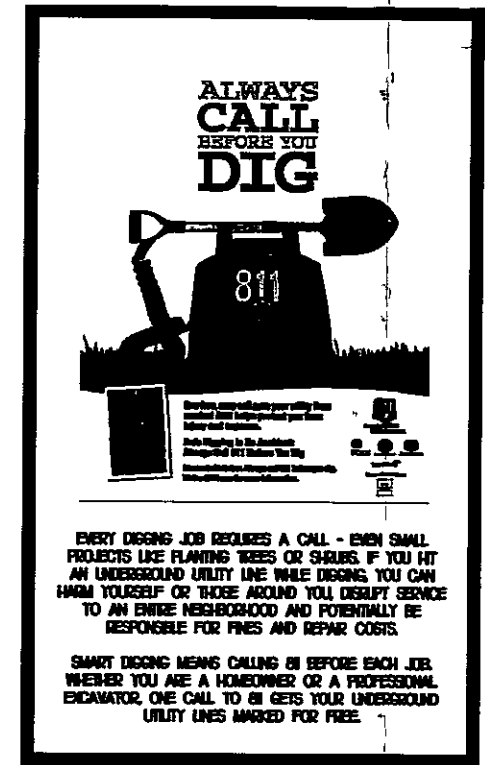


SITE LEGEND

- (A) 6" WIDE FIRE LANE STRIPING PAINTED TRAFFIC RED W/ NO PARKING FREE LANE PAINTED WITH 4" HIGH WHITE LETTERING AT 25' OC. SEE DETAIL SHEET
- (B) AREA STRIPPED AT SYSL/4 AT 45'-2'-0" OC.
- (C) PEDESTRIAN CROSSWALK WITH 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" OC. AND 6" WIDE STRIPING PERPENDICULAR ON BOTH ENDS UNLESS NOTED OTHERWISE. SEE DIMENSION PLAN FOR DIMENSIONS.
- (D) PEDESTRIAN CROSSING SIGN TYPICAL AT PEDESTRIAN CROSSINGS AS NOTED ON PLANS (SEE DETAIL).
- (E) YIELD PAINTED WHITE ON PAVEMENT SURFACE. SEE DETAIL SHEET.
- (F) CONCRETE JOINTING AND FILLERS TO BE COMPLETED PER DETAIL TYPICAL OF ALL EXTERIOR CONCRETE EXCLUSIVE OF ARCHITECTURAL CONCRETE.
- (G) EXIT POOL SEE ARCHITECTURAL PLANS FOR EXACT SEE LOCATION FOR STAIRS, STAIRS AND/OR RAMPS THAT MAY BE REQUIRED. RAMP PAVEMENT FLUSH WITH THE TOP OF STAIR.
- (H) 6" PPE BOLLARD TYPICAL UNLESS NOTED OTHERWISE. SEE DETAIL SHEET.
- (I) AT GRADE OVERHEAD DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION.
- (J) 4" WIDE X 80' LONG YELLOW PAINTED TRUCK ALIGNMENT STRIPES TYPICAL, 10' WIDTH, CENTERED ON DOCK DOORS.
- (K) 15'-6" X 35'-4" CONCRETE COMPACTOR PAD AND 15'-6" X 35'-0" HEAVY DUTY PAD (EARTH). REFER TO ARCHITECTURAL PLAN FOR EXACT SIZE, LOCATION AND SLOPE.
- (L) CONCRETE TRANSFORMER PAD CONTRACTOR TO COORDINATE WITH LOCAL POWER COMPANY FOR DETAILS. NOTE: WALMART TRANSFORMER PAD AND REQUIRED BOLLARDS SHALL BE BY THE WM BUILDING CONTRACTOR.
- (M) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND SYMBOL.
- (N) 2" WIDE CONCRETE FLUME SEE GRADING PLAN SEE DETAIL.
- (O) 8'-0" WIDE PEDESTRIAN CROSSWALK. SEE DETAIL SHEET.
- (P) CART CORRAL TYPICAL OF 6. SEE DETAIL.
- (Q) 10' X 5' STRIPPED AREA PAINTED SYSL/4 AT 45' + 2'-0" OC. AT JB CRANE LOCATION. SEE ARCH. PLANS FOR EXACT LOCATION.
- (R) 7' BUFFER FOR CAR OVERHANG, STABLE NONVEGETATED. SEE LANDSCAPE PLAN.
- (S) 18" CONCRETE CURB AND GUTTER TYPICAL (TYPE A). SEE DETAIL SHEET.
- (T) 3" HD CONCRETE BUFFER FOR LANDSCAPE PROTECTION. SEE DETAIL SHEET.
- (U) BUILDING SETBACK LINE PER ZONING ORDINANCE.
- (V) NO PARKING FREE LANE SIGN. SPACE IN ACCORDANCE WITH LOCAL REGULATIONS. SEE DETAIL SHEET.
- (W) FUEL DELIVERY TRUCK ENTRANCE SIGN. SEE DETAIL SHEET.
- (X) DELIVERY TRAFFIC ONLY SIGN. SEE DETAIL SHEET.
- (Y) NO TRUCKS SIGN. SEE DETAIL SHEET.
- (Z) WALMART TRUCK ENTRANCE SIGN. SEE DETAIL SHEET.
- (a) STOP SIGN. SEE DETAIL SHEET, 30" X 30"
- (b) STOP SIGN. SEE DETAIL SHEET, 36" X 36"
- (c) 20'x26' DUMPSTER AREA. SEE PLAN FOR LIMITS OF HEAVY DUTY CONCRETE PAVEMENT.
- (d) INTERIOR LANDSCAPE ISLAND.
- (e) STOP BAR WITH STOP LETTERING. SEE DETAIL SHEET.
- (f) TERMINATE CURB & GUTTER (TRANSITION TO 0" OVER 3")
- (g) ISOLATION JOINT TYPICAL AT FIXED STRUCTURES BUILDINGS, RETAINING WALLS/DOCK WALLS, DROP INLETS, MANHOLES, LIGHT POLE BASES AND BOLLARDS. SEE DETAIL SHEET.
- (h) 6' LONG STRIPE WITH 18' GAPS, YELLOW TYPICAL.
- (i) YIELD SIGN. SEE DETAIL SHEET.
- (j) NOT USED.
- (k) HEAVY DUTY CONCRETE STRIP 6" WIDTH ALONG REAR OF RETAIL SHOP BUILDINGS.
- (m) CLOSEST ARROW PAVEMENT MARKINGS. TYPICAL. SEE PLAN FOR TYPE. SEE DETAIL.
- (n) TE NEW ASPHALT TO EXISTING, INSURE SMOOTH TRANSITION.
- (o) 24" SOLID WHITE STOP BAR PER FOOT SIGNS.
- (p) GUIDE RAIL (SEE DETAIL).
- (q) RETAINING WALL (SEE RETAINING WALL DESIGN).
- (r) 6' HEIGHT WOOD PRIVACY FENCE PER ESCAMBIA CO. LLC.
- (s) TRUCK EXIT SIGN. SEE DETAIL.
- (t) 6' HEIGHT CHAINLINK FENCE PER ESCAMBIA CO. LLC (SEE DETAIL).

LEGEND

- BUILDING
- 18" CURB AND GUTTER
- PARKING SPACES SYSL/4
- CART CORRAL (SEE DETAIL)
- STANDARD DUTY PAVEMENT SEE "ASPHALT PAVEMENT PLAN" AND/OR "CONCRETE PAVEMENT PLAN" FOR MATERIALS
- HEAVY DUTY PAVEMENT SEE "ASPHALT PAVEMENT PLAN" AND/OR "CONCRETE PAVEMENT PLAN" FOR MATERIALS
- ARCHITECTURAL APRON BY WM BLDG. CONTRACTOR. SEE WALMART BUILDING PLANS
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK (ONSITE)
- 2" WIDE BUFFER FOR CAR OVERHANG (STABLE, NONVEGETATED MATERIAL. SEE LANDSCAPE PLAN)



PAINTING STRIPING LEGEND

- DYSL/4 - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
- SYSL/6 - SINGLE YELLOW SOLID LINE / 6" WIDE
- DWSL/6 - DOUBLE WHITE SOLID LINE / 6" WIDE (4" OC)
- SWSL/6 - SINGLE WHITE SOLID LINE / 6" WIDE
- SWDL/2 - SINGLE WHITE DASHED LINE / 12" WIDE (3" STRIPE W/ 9" GAPS)
- DWDL/6 - DOUBLE WHITE DASHED LINE / 6" WIDE (2" STRIPE W/ 4" GAPS 14" OC)
- SWDL/6 - SINGLE WHITE DASHED LINE / 6" WIDE (2" STRIPE W/ 4" GAPS)
- SWDL/4 - SINGLE WHITE DASHED LINE / 4" WIDE (6" STRIPE W/ 18" GAPS)
- SBYL/4 - SINGLE BROKEN YELLOW LINE / 4" WIDE
- *STRIPING WITHIN STATE RIGHT-OF-WAYS SHALL BE THERMOPLASTIC.

ACREAGE SUMMARY

TRACT	TRACT SIZE (AC / ±)	IMPERVIOUS AREA (AC / ±)	LANDSCAPE AREA (AC / ±)
WALMART TRACT	15.43	1414 / 76%	129 / 24%
DEVELOPER TRACT	12.44	1162 / 67%	1082 / 33%
TOTAL	27.87	2576 / 73%	1211 / 27%

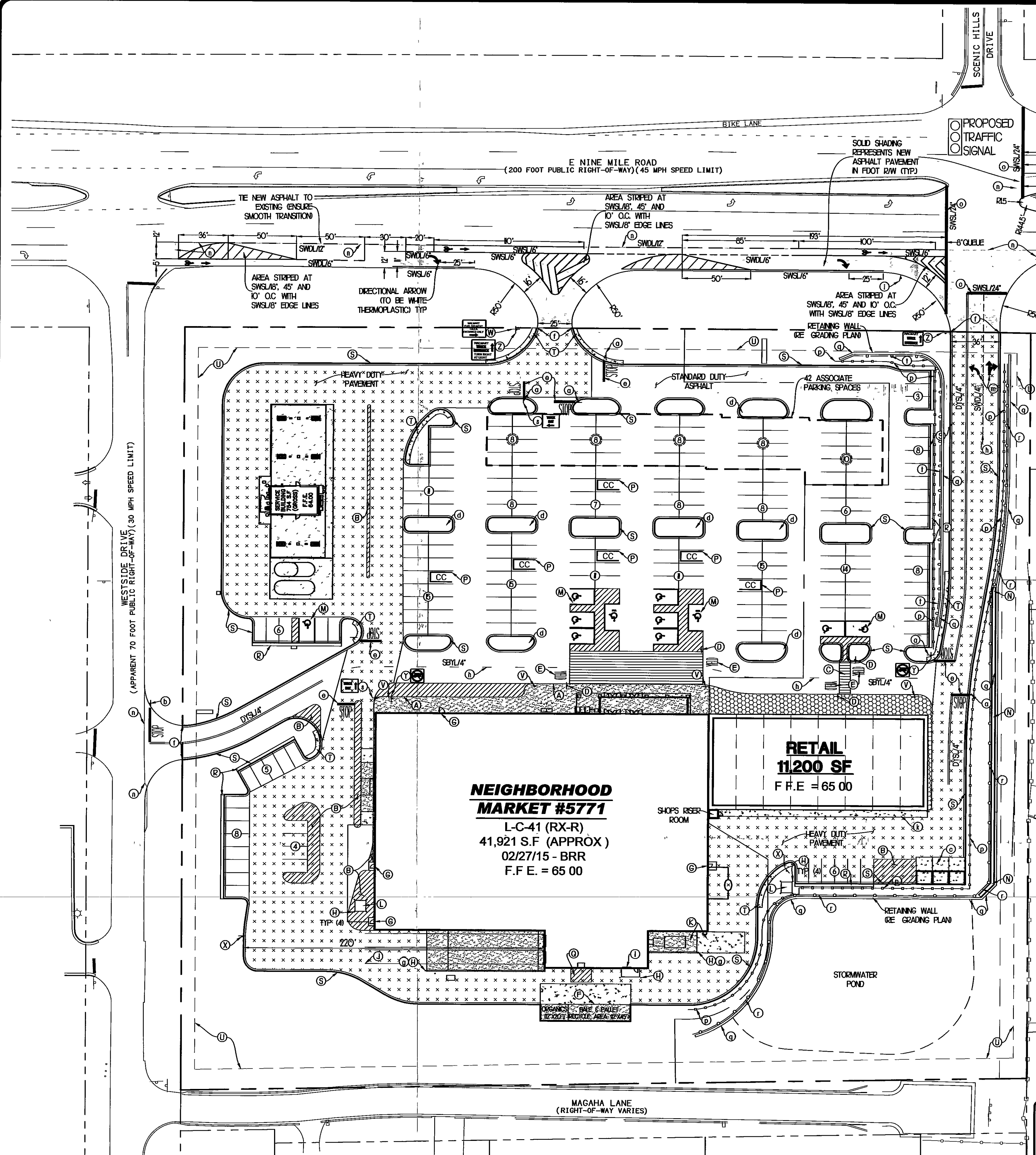
SITE ANALYSIS TABLE

TRACT	BLDG AREA (SQ. FT.)	PARKING SPACES	ACCESSIBLE SPACES	TOTAL SPACES	RATIO (PER 1,000 SQ. FT.)
WALMART TRACT	4190	160	8	168	4.01*
SHOPS	11200	43	2	45	4.02*
GAS STATION	754	5	1	6	7.96**
OVERALL	59,875	208	11	219	4.06

*PARKING SPACES OBSTRUCTED BY CART CORRALS ARE NOT INCLUDED IN OVERALL PARKING RATIO
 ESCAMBIA COUNTY LDC 4/2015 REQUIRES 4 SPACES/1000 SQ FT OF BUILDING SPACE FOR FOOD STORES & 3 SPACES/1000 SQ FT FOR SHOPPING CENTERS. (14,920/3500=4.26 SPACES REQUIRED AT WALMART (1) 2000/500=4 SPACES REQUIRED AT SHOPS
 **GAS STATION PARKING COUNT DOES NOT INCLUDE SPACES AT EACH PUMP
 ESCAMBIA COUNTY LDC 4/2015 REQUIRES 3 SPACES/1000 SQ FT OF BUILDING SPACE FOR CONVENIENCE STORES WITH FUEL SALES. (754/1000=3 SPACES REQUIRED AT GAS LOT)

ESCAMBIA COUNTY PROPERTY DATA:

CURRENT ZONING: C-1 (RETAIL COMMERCIAL)
 FUTURE LANDUSE DESIGNATION: C & M,U (COMMERCIAL & MIXED-USE URBAN)
 PARCEL TRACT TMS AND USE: B35300000002 (VACANT) B35300000000 (VACANT) B35300000000 (VACANT)
 EXISTING LAND USE: VACANT
 LOCATION CRITERIA: THIS SITE LIES WITHIN 0.25 MILE OF AN ARTERIAL/COLLECTOR INTERSECTION PER LAND DEVELOPMENT CODE 720.05. LOCATIONAL CRITERIA FOR THIS PROJECT IS THEREFORE MET
 PROTECTED TREES: NO PROTECTED TREES ARE PROPOSED TO BE REMOVED



ESCAMBIA COUNTY VARIANCE:
 ON XXX XX, 2015, THE BOARD OF ADJUSTMENT (BOA) APPROVED THE REQUEST, XXXXXX OF A VARIANCE TO THE 10 FOOT SIDE SETBACK ON THE INTERIOR SHARED PROPERTY LINES, RESULTING IN A ZERO LOT LINE SETBACK.

BUILDING SETBACKS

FRONT	5'
REAR	5'
SIDE	10'

ALERT TO CONTRACTOR:
 ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREAS TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOTS. GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SHEET REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT

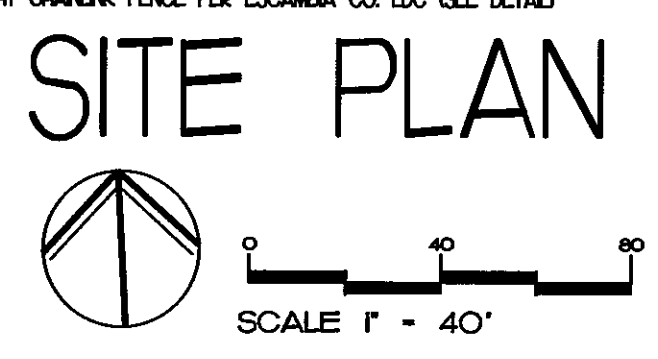
FREELAND and KAUFFMAN, INC.
 Engineers & Landscape Architects
 209 West Stone Avenue
 Greenville, South Carolina 29609
 864-233-5497
 fax 864-233-5995

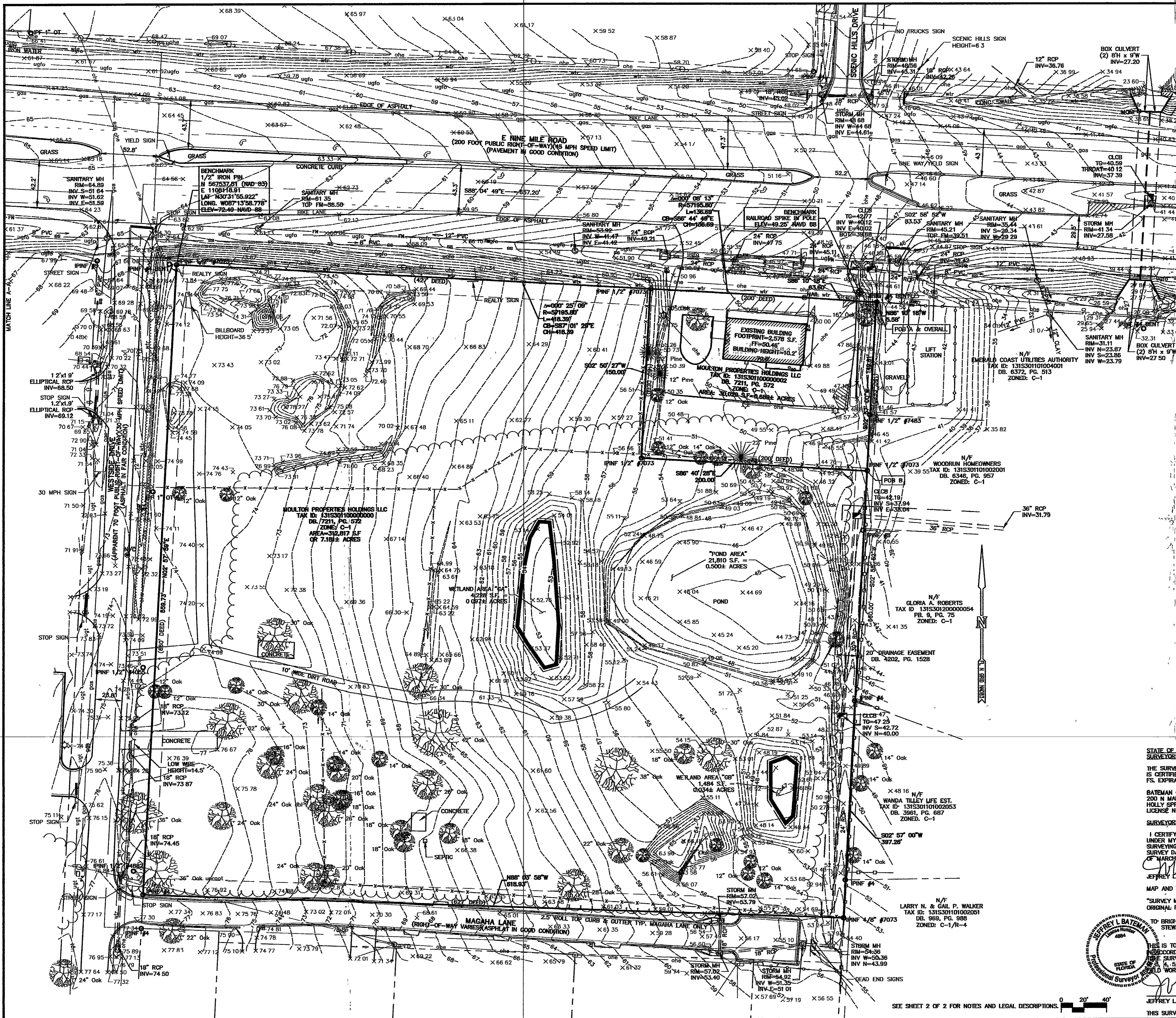
PRELIMINARY NOT FOR CONSTRUCTION

WESTSIDE VILLAGE WESTSIDE DRIVE AT EAST NINE MILE ROAD ESCAMBIA COUNTY, PENSACOLA, FL.
 BRIGHT-MEYERS-SASSER WESTSIDE, LLC
 6881 GLENRIDGE DRIVE, SUITE 220
 ATLANTA, GA 30328 TEL: (404) 262-1499

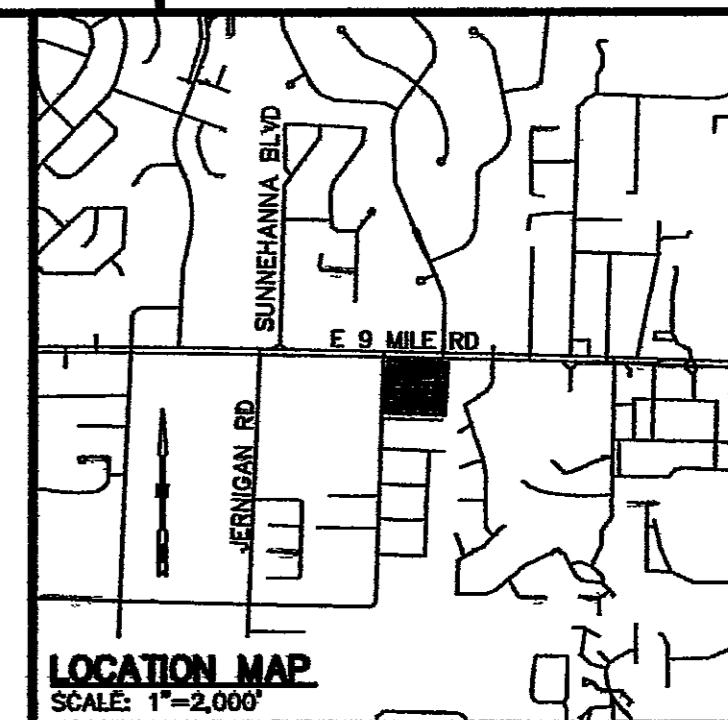
DRAWING

DRAWN BY	
CHECKED TMB	
DATE 09/09/2015	
SCALE	
DRAWING	





UTILITY INFORMATION	ZONING DATA
WATER AND SEWER: EMERALD COAST UTILITIES AUTHORITY 1-850-476-0480	ZONED: C-1 (GENERAL COMMERCIAL)
ELECTRIC: GULF POWER 1-800-225-5787	SETBACK LINES: FRONT: 15' SIDE: 10' REAR: 15'
GAS: PENSACOLA ENERGY 1-850-435-1800	MAXIMUM BUILDING HEIGHT 120'
TELEPHONE: AT&T 888-706-5637 MCI FIBER OPTIC 800-624-9875	FLOOD INFORMATION
CABLE: COX CABLE 1-844-909-0172	FLOOD ZONE "X" PER FEMA MAP NO. 12033C03156 EFFECTIVE DATE: SEPTEMBER 29, 2006
FLOTT: DISTRICT THREE 1-888-638-0250	PARKING
	REGULAR = N/A HANDICAP = N/A



LEGEND

---	PROPERTY LINE
---	ADJOINER PROPERTY LINE
---	EASEMENT LINE
---	BUILDING SETBACK LINE
⊙	TELEPHONE MANHOLE
⊙	DRAINAGE MANHOLE
⊙	CATCH BASIN W/GRATE
---	STORM DRAINAGE PIPE
---	SANITARY SEWER LINE
---	FORCOSAIN
---	CHAIN LINK FENCE
---	WOOD FENCE
---	WIRE FENCE
⊙	SANITARY SEWER MANHOLE
wtr	WATER LINE
ugfo	UNDERGROUND FIBER OPTIC
ugt	UNDERGROUND TELEPHONE
ohe	OVERHEAD ELECTRIC
---	WATERLINE
---	WETLANDS BOUNDARY
---	TREELINE
⊙	WATER METER
⊙	WATER VALVE
⊙	HYDRANT
⊙	GAS VALVE
⊙	GAS METER
⊙	LIGHT POLE
⊙	UTILITY POLE
⊙	TELEPHONE PEDESTAL
⊙	IRON PIPE FOUND
⊙	IRON PIN-REBAR FOUND
⊙	CONCRETE MONUMENT FOUND
⊙	NAIL IN CAP FOUND

STATE OF FLORIDA CERTIFICATE OF AUTHORITY FOR SURVEYORS AND MAPPERS

THE SURVEYING AND MAPPING BUSINESS NAMED BELOW IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 472 FS. EXPIRATION DATE: FEBRUARY 28, 2017

BATEMAN CIVIL SURVEY COMPANY, PC
200 N MAIN STREET
HOLLY SPRINGS, NC 27540
LICENSE NO. LB 7572

SURVEYORS CERTIFICATE

I CERTIFY TO SONIC DEVELOPMENT, LLC THAT THE WITHIN PLAT WAS DRAWN FROM A SURVEY MADE UNDER MY SUPERVISION ON FEBRUARY 27, 2015, THAT THIS MAP MEETS ALL MINIMUM REQUIREMENTS OF SURVEYING AND MAPPING AND IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF FLORIDA STATUTE 177. CERTIFIED THIS 19TH DAY OF MARCH, 2015

JEFFREY L. BATEMAN FLORIDA PSM # LS4884

MAP AND REPORT STATEMENT

"SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

TO: BRIGHT-MEYERS-SASSER WESTSIDE, LLC,
STEWART TITLE GUARANTEE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 6B, 7A, 7B, 7C, 8, 9, 11B, 13, 14, 16, 17, AND 21 OF TABLE A THEREOF. THE SURVEY WORK WAS COMPLETED ON FEBRUARY 13, 2015.

JEFFREY L. BATEMAN DATE: 5/13/2015 REGISTRATION #4884
THIS SURVEY IS NOT VALID WITHOUT A SIGNATURE AND ORIGINAL RAISED EMBOSSED SEAL.

Bateman Civil Survey Company
Engineers • Surveyors • Planners
200 North Main Street, Holly Springs, North Carolina 27540
FLPSM LB #7572
Contact: Nick Mansfield Phone 864.451.0176

**9028 WESTSIDE DRIVE &
1551 EAST NINE MILE ROAD
ESCAMBIA COUNTY
PENSACOLA, FLORIDA**

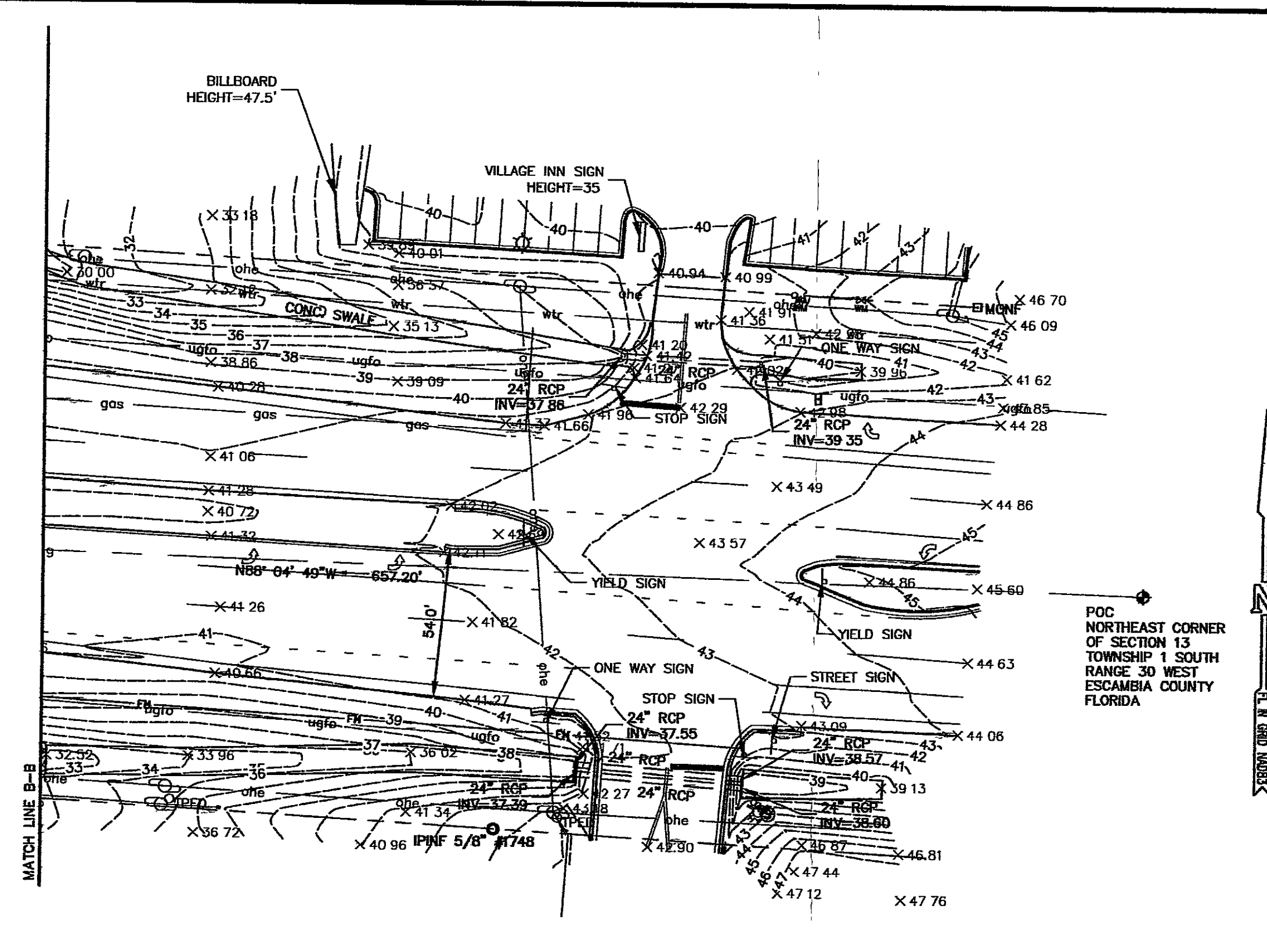
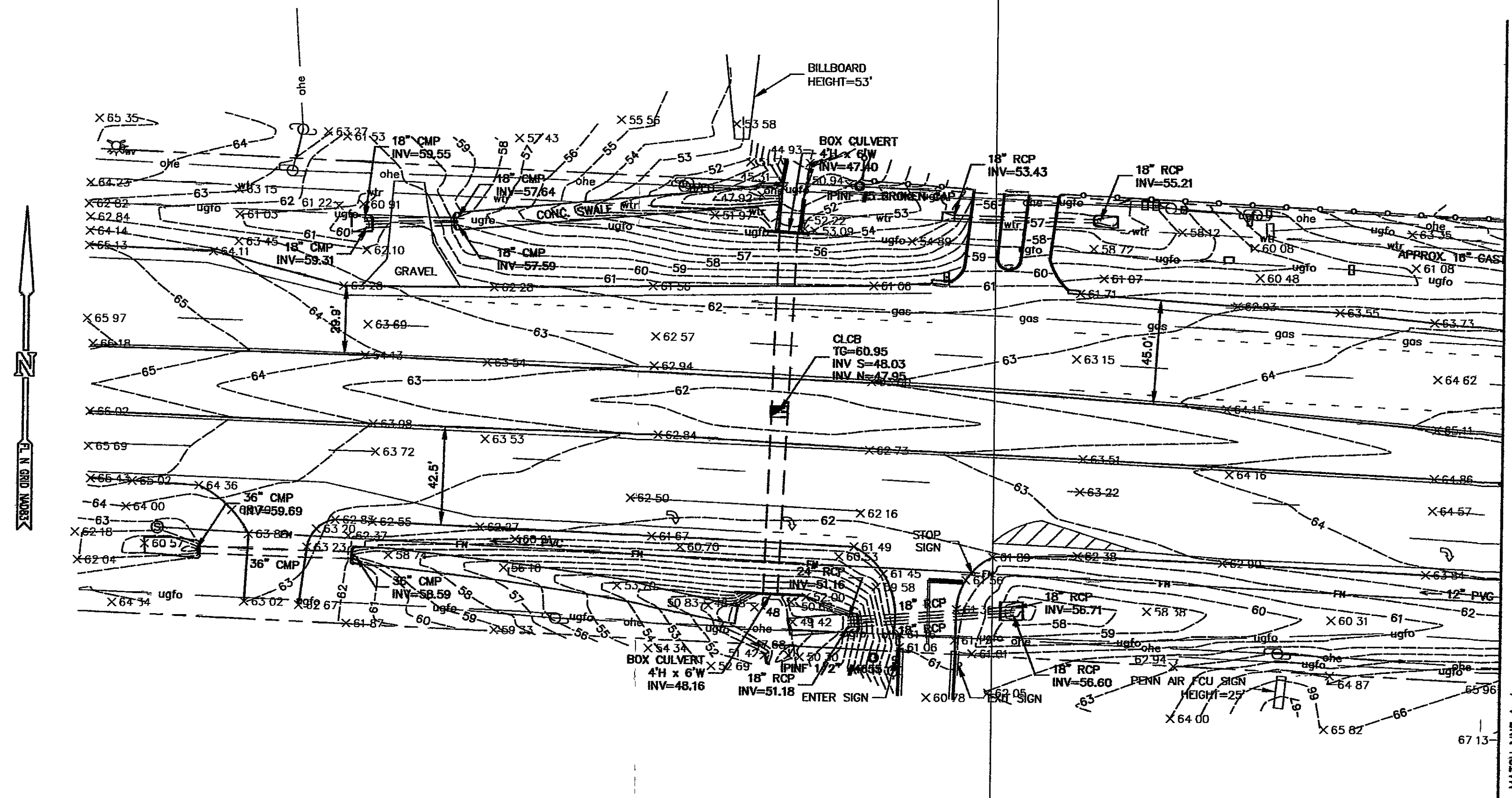
**ALTA/ACSM LAND
TITLE SURVEY**

Designed By: _____
Drawn By: NMR
Checked By: JB
Scale: 1"=40'
Date: 2/27/2015
Revised: _____

① 3/19/2015
② 4/8/2015
③ 4/29/2015
④ 5/13/2015
⑤ _____

Project Number: 15-014

**SU-1
1 OF 2**



PARCEL "A" DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER SECTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA, THENCE N88°04'49"W A DISTANCE OF 657.20 FEET TO A POINT, THENCE S02°58'52"E A DISTANCE OF 83.53 FEET TO A POINT ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N86°10'18"W A DISTANCE OF 5.58 FEET TO AN IRON PIN AND BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY S02°57'00"W A DISTANCE OF 149.61 FEET TO AN IRON PIN, THENCE N86°40'28"W A DISTANCE OF 200.00 FEET TO AN IRON PIN, THENCE N02°50'27"E A DISTANCE OF 150.00 FEET TO AN IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CLOCKWISE CURVE FOR 136.69 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S86°44'49"E AND A CHORD DISTANCE OF 136.69 FEET TO A NAIL, THENCE S86°10'18"E A DISTANCE OF 63.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 30,029 S.F. OR 0.689 ACRES MORE OR LESS.

PARCEL "B" DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER SECTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA, THENCE N88°04'49"W A DISTANCE OF 657.20 FEET TO A POINT, THENCE S02°58'52"E A DISTANCE OF 83.53 FEET TO A POINT ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N86°10'18"W A DISTANCE OF 5.58 FEET TO AN IRON PIN, THENCE LEAVING SAID RIGHT-OF-WAY S02°57'00"W A DISTANCE OF 149.61 FEET TO AN IRON PIN AND BEING THE POINT OF BEGINNING; THENCE S02°57'00"W A DISTANCE OF 387.26 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF MAGAHA LANE, THENCE ALONG SAID RIGHT-OF-WAY N88°03'58"W A DISTANCE OF 618.93 FEET TO AN IRON PIN ON THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF WESTSIDE DRIVE, THENCE ALONG SAID RIGHT-OF-WAY N02°57'59"E A DISTANCE OF 559.73 FEET TO AN IRON PIN ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CLOCKWISE CURVE FOR 136.69 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S87°01'29"E AND A CHORD DISTANCE OF 418.39 FEET TO AN IRON PIN, THENCE LEAVING SAID RIGHT-OF-WAY S02°50'27"W A DISTANCE OF 150.00 FEET TO AN IRON PIN, THENCE S86°40'28"E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 312,817 S.F. OR 7.181 ACRES MORE OR LESS.

OVERALL PARCEL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER SECTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA, THENCE N88°04'49"W A DISTANCE OF 657.20 FEET TO A POINT, THENCE S02°58'52"E A DISTANCE OF 83.53 FEET TO A POINT ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N86°10'18"W A DISTANCE OF 5.58 FEET TO AN IRON PIN AND BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY S02°57'00"W A DISTANCE OF 149.61 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF MAGAHA LANE, THENCE ALONG SAID RIGHT-OF-WAY N88°03'58"W A DISTANCE OF 618.93 FEET TO AN IRON PIN ON THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF WESTSIDE DRIVE, THENCE ALONG SAID RIGHT-OF-WAY N02°57'59"E A DISTANCE OF 559.73 FEET TO AN IRON PIN ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY (FOR THE FOLLOWING THREE CALLS) (1) ALONG A CLOCKWISE CURVE FOR 136.69 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S87°01'29"E AND A CHORD DISTANCE OF 418.39 FEET TO AN IRON PIN, (2) ALONG A CLOCKWISE CURVE FOR 136.69 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S86°44'49"E AND A CHORD DISTANCE OF 136.69 FEET TO A NAIL, (3) THENCE S86°10'18"E A DISTANCE OF 63.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 342,846 S.F. OR 7.870 ACRES MORE OR LESS.

BEING THE SAME APRECLS DESCRIBED IN TITLE COMMITMENT #20140753A DATED MARCH 13, 2015 BY STEWART TITLE GUARANTY COMPANY.

LEGEND

---	PROPERTY LINE	---	ADJOINER PROPERTY LINE
---	EASEMENT LINE	---	TELEPHONE MANHOLE
---	TELEPHONE MANHOLE	---	DRAINAGE MANHOLE
---	DRAINAGE MANHOLE	---	CATCH BASIN W/GRATE
---	CATCH BASIN W/GRATE	---	STORM DRAINAGE PIPE
---	STORM DRAINAGE PIPE	---	SANITARY SEWER LINE
---	SANITARY SEWER LINE	---	FORCEMAIN
---	FORCEMAIN	---	CHAIN LINK FENCE
---	CHAIN LINK FENCE	---	WOOD FENCE
---	WOOD FENCE	---	WIRE FENCE
---	WIRE FENCE	---	SANITARY SEWER MANHOLE
---	SANITARY SEWER MANHOLE	---	WATER LINE
---	WATER LINE	---	UNDERGROUND FIBER OPTIC
---	UNDERGROUND FIBER OPTIC	---	UNDERGROUND TELEPHONE
---	UNDERGROUND TELEPHONE	---	OVERHEAD ELECTRIC
---	OVERHEAD ELECTRIC	---	WATERLINE
---	WATERLINE	---	WETLANDS BOUNDARY
---	WETLANDS BOUNDARY	---	TREELINE
---	TREELINE	---	SIGN
---	SIGN	---	TELEPHONE PEDESTAL
---	TELEPHONE PEDESTAL	---	IRON PIPE FOUND
---	IRON PIPE FOUND	---	IRON PIN-REBAR FOUND
---	IRON PIN-REBAR FOUND	---	CONCRETE MONUMENT FOUND
---	CONCRETE MONUMENT FOUND	---	NAIL IN CAP FOUND
---	NAIL IN CAP FOUND	---	

NOTES:

- NORTH ARROW AND BEARINGS ARE BASED UPON FLORIDA GRID NAD 83 NORTH ZONE ESTABLISHED BY GPS OBSERVATION OF FL NGS MONUMENT "E 302".
- ELEVATIONS ARE BASED UPON NAVD 88 ESTABLISHED BY GPS OBSERVATION OF NGS MONUMENT "E 302" HAVING A LISTED ELEVATION OF 111.60 FEET NAVD 88.
- TITLE COMMITMENT #20140753A DATED MARCH 13, 2015 AND PROVIDED BY STEWART TITLE GUARANTY COMPANY WAS USED IN THE PREPARATION OF THIS SURVEY.
- THIS SURVEY MEETS THE REQUIREMENTS FOR STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA WITH AN ERROR OF CLOSURE OF LESS THAN 1:10,000.
- THE AREA WAS DETERMINED BY DMD METHOD.
- ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ONE CALL LOCATE TICKET #028506813, #036506657, FIELD SURVEY INFORMATION, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THE PROPERTY APPEARS TO BE IN FEMA ZONE X PER FEMA MAP NO. 12033C0315G WITH EFFECTIVE DATE: 09/29/2006. AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ZONING PROVIDED BY ESCAMBA COUNTY TO BE USED FOR INFORMATIONAL PURPOSES ONLY.
- TOTAL AREA = 342,846 S.F. = 7.870± ACRES
- PROPERTY BOUNDARIES ARE CONTIGUOUS TO THEIR RESPECTIVE RIGHTS-OF-WAY.

<p>UTILITY INFORMATION</p> <p>WATER AND SEWER: EMERALD COAST UTILITIES AUTHORITY 9255 STURDEVANT STREET PENSACOLA, FL 32514 1-850-478-0480</p> <p>STORM DRAINAGE: PENSACOLA PUBLIC WORKS 222 WEST MAIN STREET PENSACOLA, FL 32502 1-850-435-1603</p> <p>ELECTRIC: GULF POWER 1-800-225-5797</p> <p>GAS: PENSACOLA ENERGY 1-850-435-1800</p> <p>TELEPHONE: AT&T 888-706-5637 NCI FIBER OPTIC 800-624-8675</p> <p>CABLE: COX CABLE 1-844-809-0172</p> <p>FLOOT: DISTRICT THREE HIGHWAY 90 EAST, CHIPLEY, FL 32428 1-888-638-0250</p>	<p>ZONING DATA</p> <p>ZONED: C-1 (GENERAL COMMERCIAL)</p> <p>SETBACK LINES: FRONT: 15' SIDE: 10' REAR: 15'</p> <p>MAXIMUM BUILDING HEIGHT: 120'</p> <p>FLOOD INFORMATION</p> <p>FLOOD ZONE "X" PER FEMA MAP NO. 12033C0315G EFFECTIVE DATE: SEPTEMBER 28, 2006</p> <p>PARKING</p> <p>REGULAR = N/A HANDICAP = N/A</p>	<p>LOCATION MAP</p> <p>SCALE: 1"=200'</p>
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Exceptions to Schedule B Section II
Stewart Title Guaranty Company
File No. 20140753A
Effective Date: March 13, 2015 @ 8:00 A.M.

1-3. (NOT A SURVEY MATTER)

4. Easement granted to Gulf Power Company by instrument recorded in Deed Book 340, Page 473, of the Public Records of Escambia County, Florida. (AFFECTS SUBJECT PARCEL, BLANKET IN NATURE TO MAINTAIN LINES)

5. Easement granted to Gulf Power Company by instrument recorded in Deed Book 340, Page 474, of the Public Records of Escambia County, Florida. (AFFECTS SUBJECT PARCEL, BLANKET IN NATURE TO MAINTAIN LINES)

6. Any existing unrecorded leases and all rights there under of the lessees and of any person claiming by, through or under the lessees. (NOT A SURVEY MATTER)

STATE OF FLORIDA CERTIFICATE OF AUTHORITY FOR SURVEYORS AND MAPPERS

THE SURVEYING AND MAPPING BUSINESS NAMED BELOW IS CERTIFIED UNDER THE PROMOSIONS OF CHAPTER 472 FS. EXPIRATION DATE: FEBRUARY 28, 2017

BATEMAN CIVIL SURVEY COMPANY, PC
200 N MAIN STREET
HOLLY SPRINGS, NC 27540
LICENSE NO. LB 7572

SURVEYORS CERTIFICATE

I CERTIFY TO SONIC DEVELOPMENT, LLC THAT THE WITHIN PLAT WAS DRAWN FROM A SURVEY MADE UNDER MY SUPERVISION ON FEBRUARY 27, 2015, THAT THIS MAP MEETS ALL MINIMUM REQUIREMENTS OF SURVEYING AND MAPPING AND IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY DATA COMPRISE WITH ALL THE REQUIREMENTS OF FLORIDA STATUTE 177, CERTIFIED THIS 19TH DAY OF MARCH, 2015.

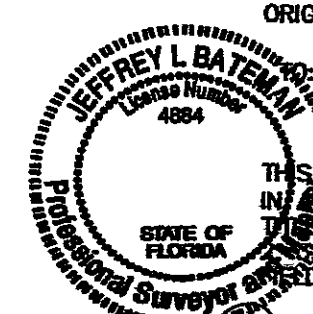
JEFFREY L. BATEMAN FLORIDA PSM # LS4884

MAP AND REPORT STATEMENT

"SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

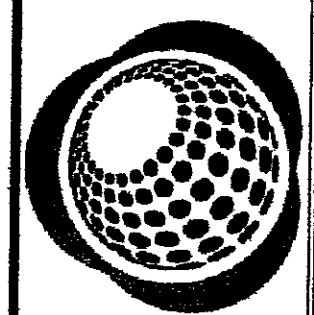
STEWART TITLE GUARANTY COMPANY, INC.
BRIGHT-MEYERS-SASSER WESTSIDE, LLC
STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, 5, 6A, 6B, 7A, 7B1, 7C, 8, 9, 11B, 13, 14, 16, 17, AND 21 OF TABLE A THEREOF. THE SURVEY WORK WAS COMPLETED ON FEBRUARY 13, 2015.



DATE: 5/13/2015 REGISTRATION #4884
THIS SURVEY IS NOT VALID WITHOUT A SIGNATURE AND ORIGINAL RAISED EMBOSSED SEAL.

Bateman Civil Survey Company
Engineers • Surveyors • Planners
200 North Main Street, Holly Springs, North Carolina 27540
FLPSM LB #7572
Contact: Nick Mansfield Phone: 864.451.0176



9028 WESTSIDE DRIVE &
1551 EAST NINE MILE ROAD
ESCAMBA COUNTY
PENSACOLA, FLORIDA

**ALTA/ACSM LAND
TITLE SURVEY**

Designed By:	
Drawn By:	NMR
Checked By:	JB
Scale:	1"=40'
Date:	2/27/2015
Revised:	
①	3/19/2015
②	4/6/2015
③	4/29/2015
④	5/13/2015
⑤	
Project Number:	15-014
SU-2	
2 OF 2	



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



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

MOULTON PROPERTIES HOLDINGS LLC
380 LURTON ST
PENSACOLA, FL 32505

WOODRUN HOMEOWNERS
PO BOX 15493
PENSACOLA, FL 32514-0493

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.

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



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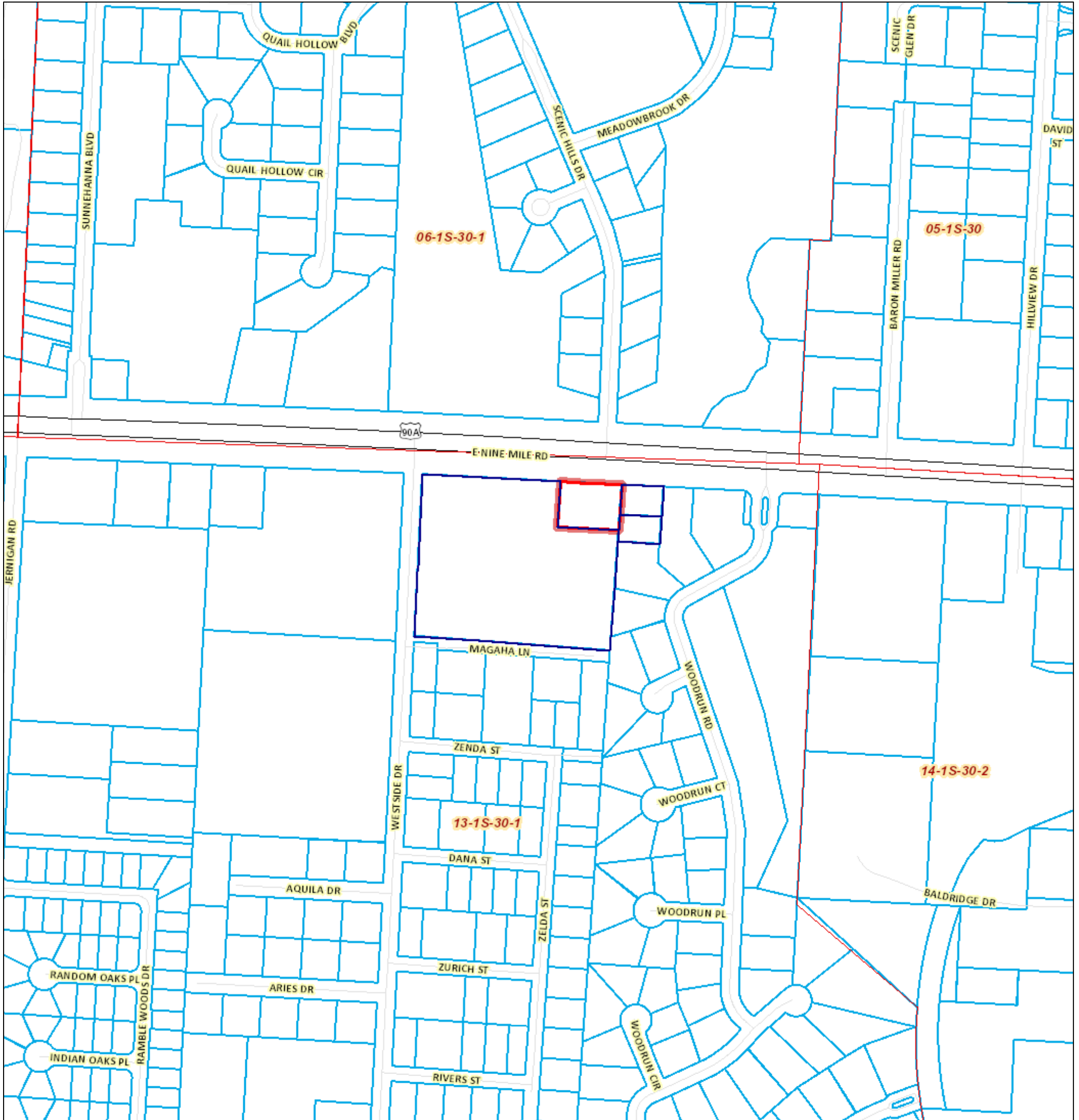
EMERALD COAST UTILITIES AUTHORITY
PO BOX 15311
PENSACOLA, FL 325140311

TILLEY WANDA LIFE EST
5253 MARY ST
JAY, FL 32565

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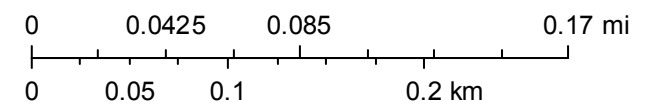
Chris Jones Escambia County Property Appraiser



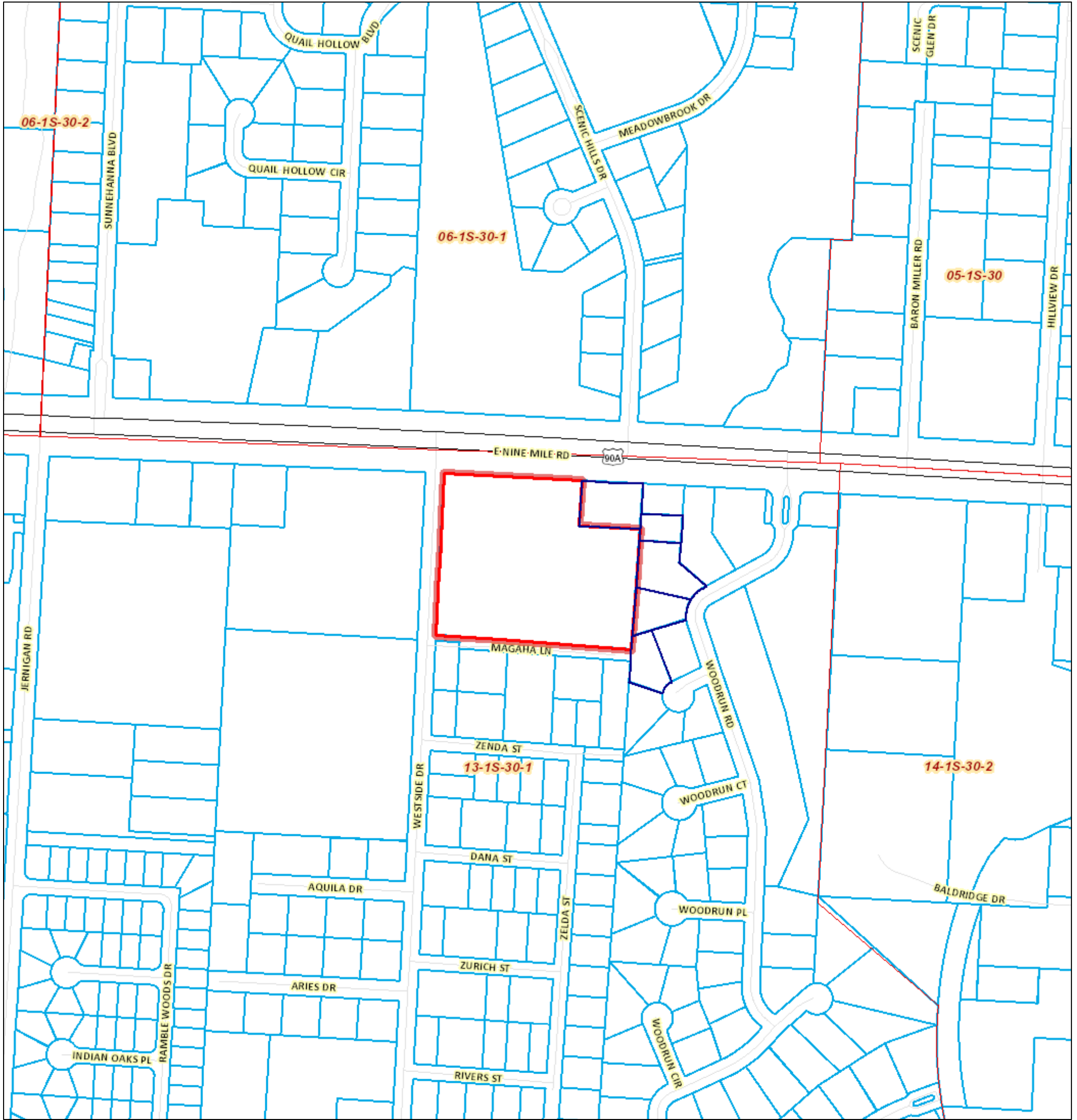
June 24, 2015

1:3,848

- ⋯ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋯ Property Line



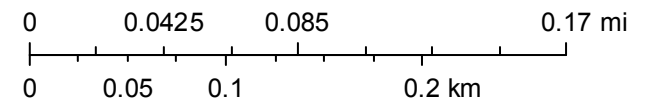
Chris Jones Escambia County Property Appraiser



June 24, 2015

1:3,848

- ⋯ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋯ Property Line





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

ROBERTS GLORIA A
9323 WOODRUN RD
PENSACOLA, FL 32514

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

WALKER LARRY N & GAIL P
9245 WOODRUN RD
PENSACOLA, FL 32514

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Escambia County
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Pensacola, FL 32505

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Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **638540**

Date Issued. : 06/19/2015

Cashier ID : CASTILLS

Application No. : PBA150600006

Project Name : V-2015-07

Address : 5881 GLENRIDGE DR., SUITE 220
Atlanta, GA, 30328

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	613	\$423.50	App ID : PBA150600006
		\$423.50	Total Check

Received From : BRIGHT-MEYERS DEVELOPMENT CORP

Total Receipt Amount : **\$423.50**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PBA150600006	729498	423.50	\$0.00	1525 E NINE MILE RD, PENSACOLA, FL, 32514

Total Amount :	423.50	\$0.00	Balance Due on this/these Application(s) as of 6/19/2015
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