

AGENDA
ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING
April 7, 2015–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.
4. Quasi-judicial Process Explanation.
5. Public Hearings.
 - A. Case #: Z-2015-06
Applicant: Wiley C. "Buddy" Page, Agent for Warren T. Brown and L. Kathleen Horton-Brown
Address: 2900 Block Old Chemstrand Road
Property Size: 55.10 (+/-) acres
From: V-2, Villages Single-Family Residential, Gross density (two units per acre), VR-2, Villages Rural Residential Districts, Gross density: One unit per 0.75 acre.
To: V-5, Villages Clustered Residential District, Gross Density (four units per acre, if sewerred and clustered), Gross Density (one unit per acre, if unsewered).
 - B. Case #: Z-2015-07
Applicant: Wiley C. "Buddy" Page, Agent for Francis & Victoria Mariano, Owner
Address: 201 Lenox Parkway
Property Size: 0.33 (+/-) acres

From: R-6, Neighborhood Commercial and Residential District,
(cumulative) High Density (25 du/acre)
To: C-2NA, General Commercial and Light Manufacturing District,
(cumulative) Bars, Nightclubs, and Adult Entertainment are
Prohibited Uses (25 du/acre)

C. Case #: Z-2015-08
Applicant: Anthony Picheo, Agent for John R. Martin, Owner
Address: 1100 Block Clymil Drive
Property Size: 3.1 (+/-) acres
From: VR-1, Villages Rural Residential District (one unit per four
acres)
To: VR-2, Villages Rural Residential District (one unit per .75 acre)

6. Adjournment.

Planning Board-Rezoning

5. A.

Meeting Date: 04/07/2015
CASE : Z-2015-06
APPLICANT: Wiley C. "Buddy" Page, Agent for Warren T. Brown & L. Kathleen Horton-Brown, Owners
ADDRESS: 2900 Block Old Chemstrand Rd.
PROPERTY REF. NO.: 14-1N-30-1000-004-001, 1000-005-001, 1000-001-001, 4001-000-000
FUTURE LAND USE: MU-S, Mixed-Use Suburban
DISTRICT: 5
OVERLAY DISTRICT: None
BCC MEETING DATE: 04/07/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: V-2, Villages Single-Family Residential, Gross density (two units per acre), VR-2, Villages Rural Residential Districts, Gross density: One unit per 0.75 acre, ID-1.

TO: V-5, Villages Clustered Residential District, Gross Density (four units per acre, if sewerred and clustered), Gross Density (one unit per acre, if unsewerred).

RELEVANT AUTHORITY:

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

CRITERION (1)

L. Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP) FLU 1.1.1 Developmen55.10t Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. FLUM Mixed-Use Suburban (MU-S)

General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land

uses.

Range of Allowable Uses: Residential, retail services, professional office, recreational facilities, public and civic.

Standards: Residential Minimum Density: 2 du/acre Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%

b) Public/Rec/Inst. 5% to 20%

c) Non-Residential: Retail Service-30% to 50% Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%

b) Public/Rec/Inst. 10% to 25%

c) Non-Residential 5% to 10%

CPP 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to V-5 **can be consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. The densities and allowable uses are compatible with those provided for in the Future Land Use category.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. While this would create a somewhat isolated district, similarly sized and developed areas with the same FLUM are located to the West of the site. The proposed change would be compatible with the surrounding zonings within the MU-S district.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts ID-1, ID-2, VAG-2 VM-2, VR-1, VR-2 and V-2. Staff observed 16 vacant properties, 15 single-family residences, two mobile homes, one industrial plant, one ECUA site, one supply company and one warehouse.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

The largest of these parcels (46.10± acres) proposed for rezoning was rezoned in 2012. Case Z-2012-24 was approved on Nov. 1, 2012 and rezoned the parcel from VAG-2 to V-2. The current proposed rezoning case would follow the density pattern set forth in the earlier rezoning.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The density allowed by this change would be compatible with the surrounding uses and the development pattern called for in the FLUM. Should this amendment be approved, the owner or developer bears the responsibility of meeting all applicable LDC performance standards, including those relating to density, clustering and sewerage.

Attachments

Z-2015-06

Z-2015-06



GARMAN RD

WATER OAK STRL
LAKE DR

OLD CHEMSTRAND RD

CHEMSTRAND RD

WIGGINS LN

CONDOR DR

BRENTCO RD
D DR

PEACHES LN

COLWYN DR

KINGS RD

BUCYRUS LN

RED FERN RD

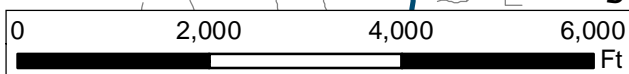
E KINGSFIELD RD

BERRYDALE RD


RTS RD

Z-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.



VAG-2

ID-2

VR-2

V-2

ID-2

VR-1

VR-2

ID-1

VM-2

V-2

VR-1

VM-2

JUNCTION DR

VR-2

NEW HAVEN DR

WESTERN AVE

CONFERENCE RD

OLD-CHEMSTRAND RD

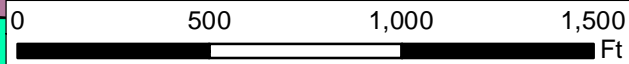
CHEMSTRAND RD



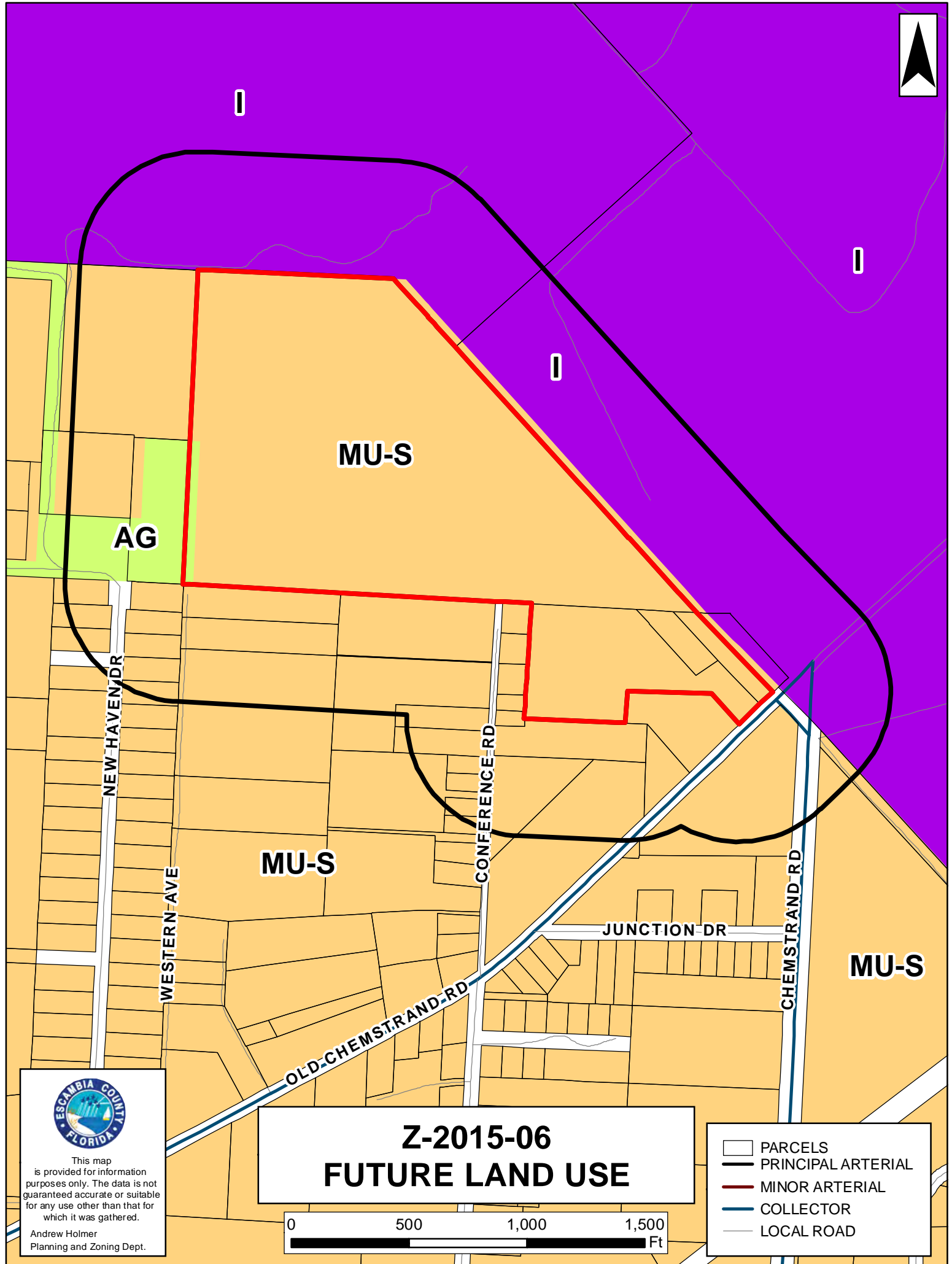
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Andrew Holmer
Planning and Zoning Dept.

Z-2015-06 500' RADIUS ZONING



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



MU-S

AG

MU-S

MU-S

NEW HAVEN DR

WESTERN AVE

CONFERENCE RD

OLD-CHEMSTRAND RD

JUNCTION DR

CHEMSTRAND RD



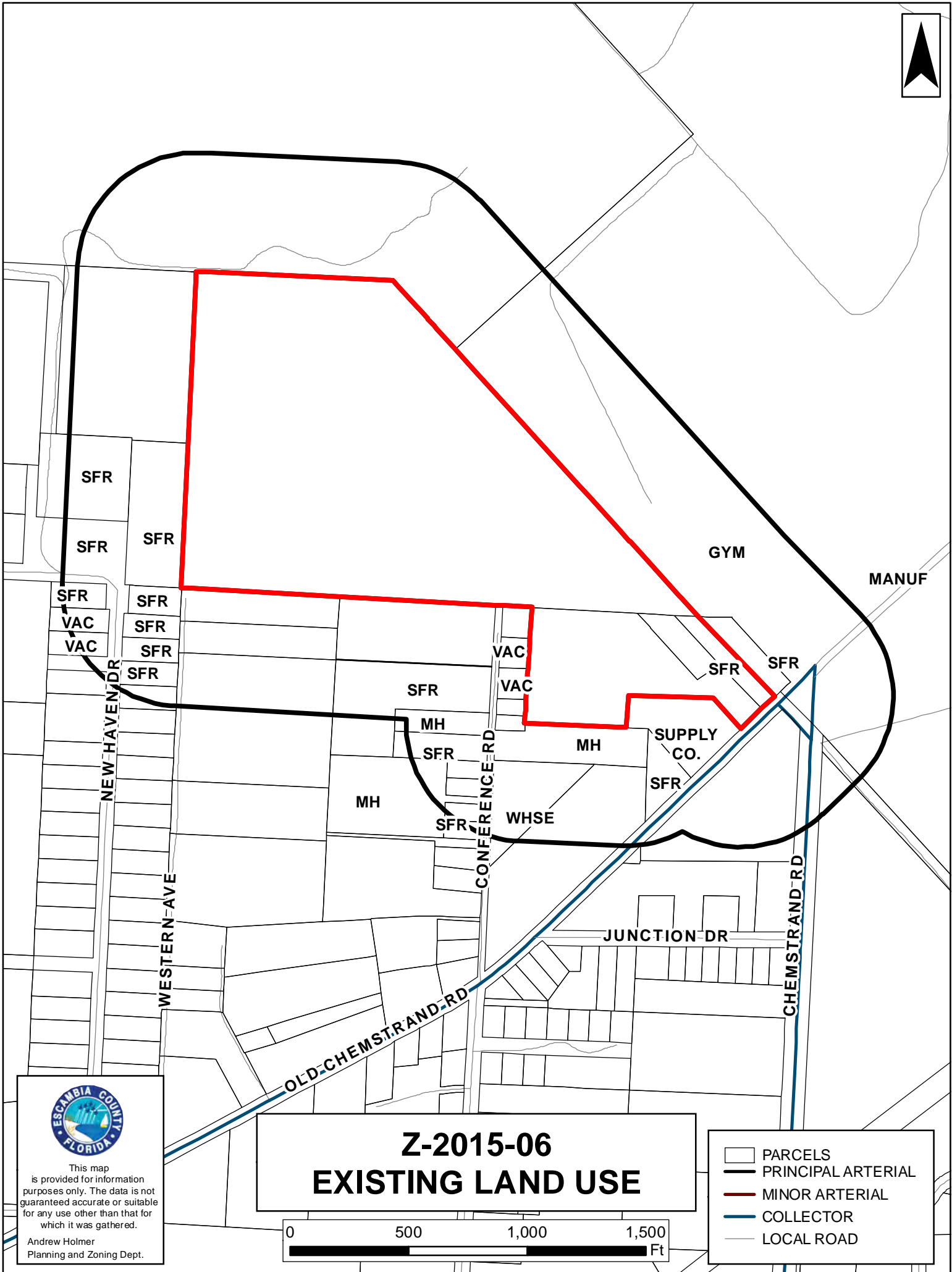
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Andrew Holmer
Planning and Zoning Dept.

Z-2015-06 FUTURE LAND USE



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



SFR

SFR

SFR

GYM

MANUF

SFR
VAC
VAC

SFR
SFR
SFR

VAC
VAC

SFR SFR

SFR

MH

SFR

MH

SUPPLY CO.

SFR

MH

SFR

WHSE

NEW HAVEN DR

WESTERN AVE

CONFERENCE RD

JUNCTION DR

CHEMSTRAND RD

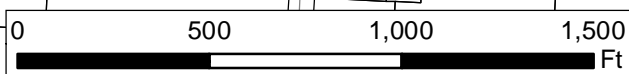
OLD-CHEMSTRAND RD



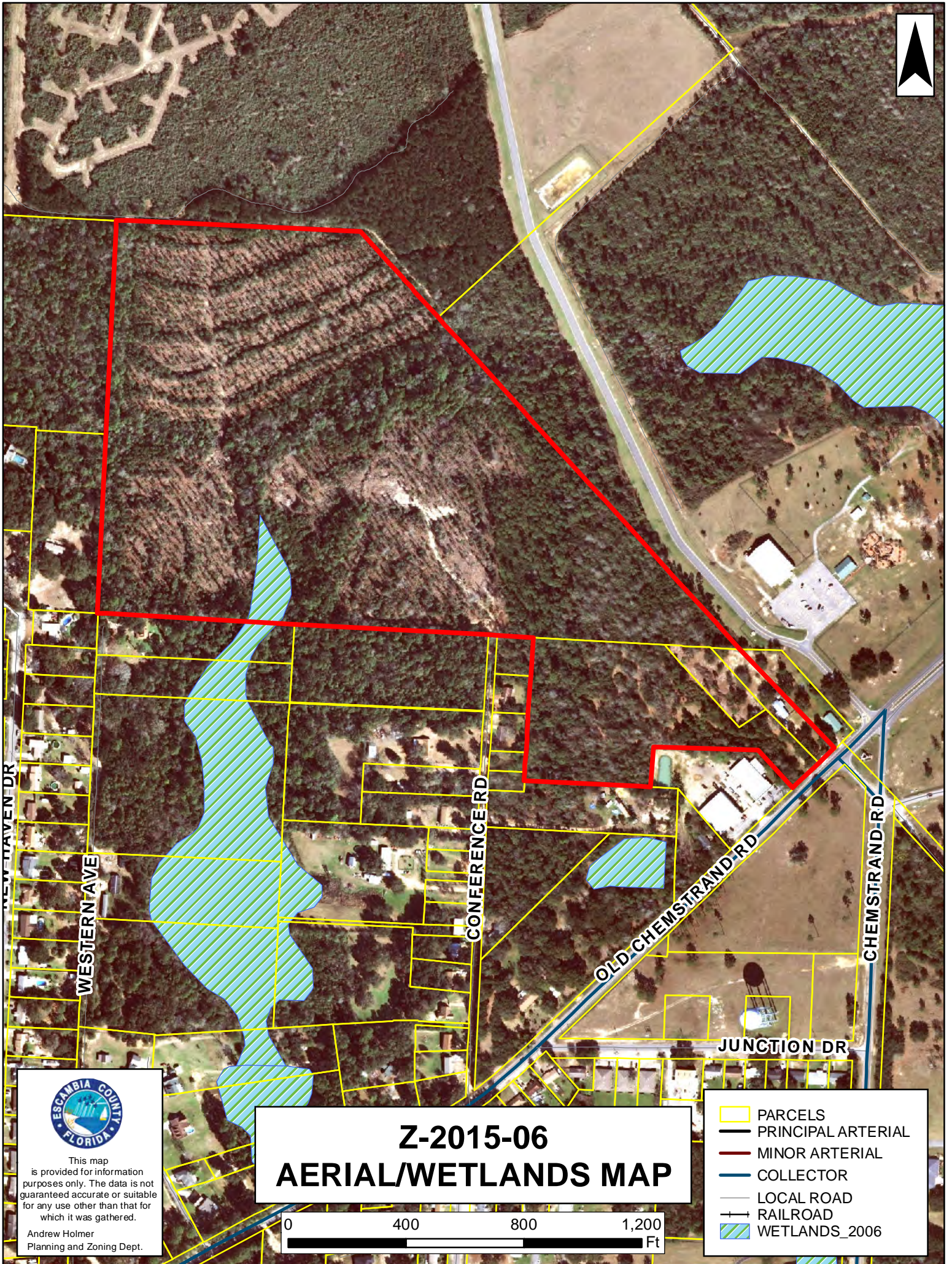
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Andrew Holmer
Planning and Zoning Dept.

Z-2015-06 EXISTING LAND USE



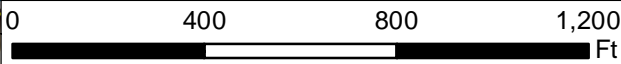
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Andrew Holmer
Planning and Zoning Dept.

Z-2015-06 AERIAL/WETLANDS MAP



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



Public Hearing Sign



Looking East



Looking North



Looking South



Looking West



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: VZ, VRZ ID# V5 to: V5

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

Owner(s) Name: Warren T. Brown & L. Kathleen Horton - Brown Phone: _____

Address: 1700 Osceola Blvd. Pensacola, FL 32503 Email: _____

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: 1700 & 1707 Chemstrand Rd. Pensacola, FL 32533

Property Reference Number(s)/Legal Description: 14-1N-30- 1000-001-001 & 1000-005-001 & 1000-004-001 & 10-1N-30-1001-000-000 Total 4 parcels

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]
Signature of Owner/Agent

Warren T. Brown
Printed Name Owner/Agent

3/3/15
Date

[Signature]
Signature of Owner

L. Kathleen Horton - Brown
Printed Name of Owner

March 3, 2015
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of March 2015,
by L. Kathleen Horton - Brown & Warren T. Brown

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

[Signature]
Signature of Notary
(notary seal must be affixed)

ANNE M. DIEL
Printed Name of Notary



FOR OFFICE USE ONLY

Meeting Date(s): 3/3/15 Accepted/Verified by: ACan Date: 3/5/15

Fees Paid: \$ 1,270.50 Receipt #: _____ Permit #: PR2 15030004



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 10-1N-30-1001-000-000; 14-1N-30-1000-004-001
14-1N-30-1000-005-001; 14-1N-30-1000-001-001
Property Address: 1700 & 1707 Chemstrand Road

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development.



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1700 & 1707 Chemstrand Road,
Florida, property reference number(s) 10-1N-30-1001-000-000, 14-1N-30-001-001, 14-1N-30-004-001, 14-1N-30-005-001

I hereby designate Wiley C. "Buddy" Page 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) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 3rd day of MARCH 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: Wiley C. "Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, FL 32571 Phone: 850-232-9853

[Signature]
Signature of Property Owner

Warren T. Brown
Printed Name of Property Owner

3/3/15
Date

[Signature]
Signature of Property Owner

L. Kathleen Horton-Brown
Printed Name of Property Owner

March 3, 2015
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of March 20 15,
by L. Kathleen Horton-Brown & Warren T. Brown

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

[Signature]
Signature of Notary

Anne M. Diel
Printed Name of Notary

(Notary Seal)





Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 10-1N-30-1001-000-000; 14-1N-30-1000-004-001
14-1N-30-1000-005-001; 14-1N-30-1000-001-001
Property Address: 1700 & 1707 Chemstrand Road

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 3d DAY OF March, YEAR OF 2015.



Signature of Property Owner

Warren T. Brown

Printed Name of Property Owner

3/3/15

Date



Signature of Property Owner

L. Kathleen Horton-Brown

Printed Name of Property Owner

March 3, 2015

Date

Vacant Land Contract



1. Sale and Purchase: BILLY R SMITH AND LAURA D SMITH ("Seller") and TBH HOLDINGS, LLC ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 2900 OLD CHEMSTRAND RD CANTONMENT, FL 32533
Legal Description: CONTAINS APPROX 7.02 ACRES.

SEC 14 /TWP 1N /RNG 30 of ESCAMBIA County, Florida. Real Property ID No.: 14-1N-30-1000-001-001 including all improvements existing on the Property and the following additional property: NA

2. Purchase Price: (U.S. currency) \$ 200,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: CLARK, PARTINGTON, HART - ATTORNEYS
Escrow Agent's Contact Person: WILL STOKES
Escrow Agent's Address: 125 West Romana Street Suite 800, Pensacola, FL 32502
Escrow Agent's Phone: (850) 434-9200
Escrow Agent's Email:

- (a) Initial deposit (\$0 if left blank) (Check if applicable)
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage)
(d) Other: 2 residential lots in the subdivision - See paragraph 24 for more info.
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
(f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.)

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before February 3, 2015, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. Closing Date: This transaction will close on May 8, 2015 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

Buyer and Seller acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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5. **Financing: (Check as applicable)**

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

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

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

(2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, taxes and insurance, and having a fixed other (describe) _____ interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. **Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this contract, may assign but not be released from liability under this contract, or may not assign this contract.

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

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

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

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

(Check one)

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

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 2 of 7 pages.

VAC-10 Rev 8/14

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

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

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

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

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

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

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

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

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

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

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
 Buyer waives the right to receive a CCCL affidavit or survey.

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

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

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

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

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

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(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

(g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other, and Buyer's deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

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

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



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

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

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

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


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

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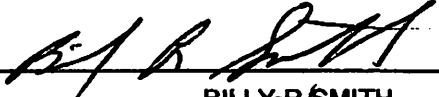
20. Additional Terms: THE PAYMENT FOR THIS PARCEL SHALL BE \$200,000 CASH ON CLOSING DATE SPECIFIED HEREIN OR CHANGED BY MUTUAL CONSENT, PLUS TWO RESIDENTIAL LOTS THAT ARE PART OF PHASE 1 OF THE NEW 54 ACRE SUBDIVISION. THE LOTS WILL BE SOLD AT THE SAME TIME, AND BE VALUED THE SAME PRICE AS FIRST PHASE OF LOT SALES.
IF, AFTER A PERIOD OF 1 YEAR, PHASE ONE IS NOT DEVELOPED, A PAYMENT OF \$25,000 CASH WILL BE PAID TO MR. SMITH IN LIEU OF THE TWO LOTS PROMISED IN PARAGRAPH 2 (D)

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

Buyer:  Date: 2/2/15
Print name: TBH HOLDINGS, LLC

Buyer: _____ Date: _____
Print name: _____

Buyer's address for purpose of notice:
Address: 1700 OSCEOLA BLVD PENSACOLA, FL
Phone: 850-982-1907 Fax: _____ Email: _____

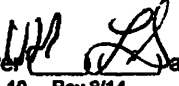

Seller:  Date: 2/2/15
Print name: BILLY R SMITH

Seller:  Date: 2/2/15
Print name: LAURA D SMITH

Seller's address for purpose of notice:
Address: 1707 CHEMSTRAND RD CANTONMENT, FL 32533
Phone: _____ Fax: _____ Email: _____

Effective Date: 2/3/15 (The date on which the last party signed or initialed and delivered the final offer or counter offer.)

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Addendum to Contract

Addendum No. 001 to the Contract dated February 2, 2015 between

BILLY R SMITH AND LAURA D SMITH (Seller)

and TBH HOLDINGS, LLC (Buyer)

concerning the property described as:

2900 OLD CHEMSTRAND RD CANTONMENT, FL 32533

the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

THIS SALE IS CONTINGENT ON THE BUYER BEING ABLE TO HAVE THE PROPERTY REZONED TO R-1 WITHIN THE PERIOD STATED IN PARA. 8 (a) (1) - Feasibility Study.

ate: _____ **Buyer:** _____

ate: _____ **Buyer:** _____

ate: _____ **Seller:** _____

ate: _____ **Seller:** _____

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Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

Amendment 1/Portability Calculations

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General Information	
Reference:	11N301000001001
Account:	110116000
Owners:	SMITH BILLY R & LAURA D
Mail:	1707 CHEMSTRAND RD CANTONMENT, FL 32533
Situs:	2900 OLD CHEMSTRAND RD BLK 32533
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

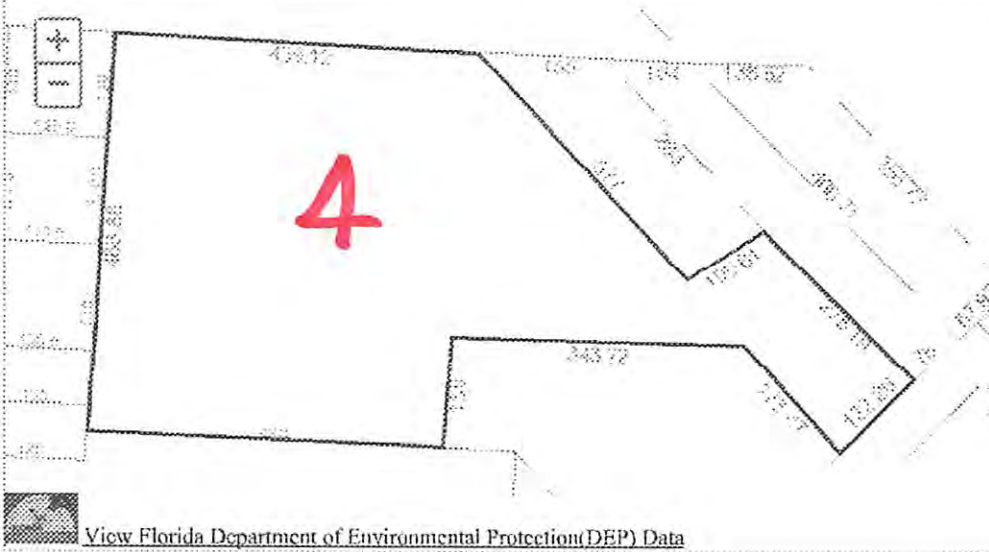
2014 Certified Roll Assessment	
Improvements:	\$0
Land:	\$78,432
Total:	\$78,432
Non-Homestead Cap:	\$78,432
Disclaimer	
Amendment 1/Portability Calculations	

Sales Data				
Sale Date	Book Page	Value	Type	Official Records (New Window)
12/2005	5804 1657	\$97,500	WD	View Instr
04/1997	4130 1177	\$100	WD	View Instr
Official Records history courtesy of Pam Johnson Escambia County Clerk of the Circuit Court and Comptroller				

2014 Certified Roll Exemptions	
None	
Legal Description BEG AT INTER OF SEC 10 14 & 30 S 88 DEG 11 MIN 44 SEC W 260 87/100 FT FOR POB CONT SAME CO URSE 439 12/100 FT BEING 125 F...	
Extra Features	
None	

Parcel Information [Launch Interactive Map](#)

Section Map Id:
 14-1N-30
Approx. Acreage:
 7.0200
Zoned:
 ID-1
 VR-2
Evacuation & Flood Information
[Open Report](#)



Prepared by
Lisa Gaffkey, an employee of
First American Title Insurance Company
2115 West Nine Mile Road, Suite 15
Pensacola, Florida 32534
(850)476-3990

Return to: Grantee

File No.: 2123-780724

WARRANTY DEED

This indenture made on **December 19, 2005 A.D.**, by

Edward R. Glass as Trustee under the Edward R. Glass and Donna R. Glass Trust, dated April 8, 1997

whose address is: **5572 Sea Spray Drive, Pensacola, FL 32507**
hereinafter called the "grantor", to

Billy R. Smith and Laura D. Smith, husband and wife

whose address is: **1707 Chemstrand Road, Cantonment, FL 32533**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

Refer to Exhibit "A" attached hereto and by this reference made a part hereof.

Parcel Identification Number: **14-1N-30-1000-001-001**

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

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

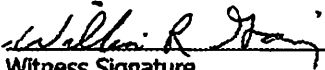
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2005.

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

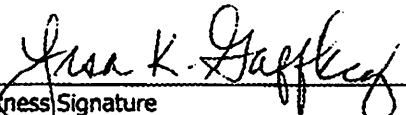
Edward R. Glass, trustee, or his successor in Trust under the Edward R. Glass and Donna R. Glass Trust


Edward R. Glass, Trustee

Signed, sealed and delivered in our presence:


Witness Signature

Print Name: William R Gainey

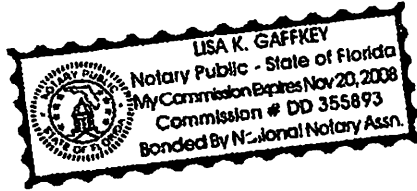

Witness Signature

Print Name: Lisa K Gaffney

State of FL

County of Escambia

The Foregoing Instrument Was Acknowledged before me on December 19, 2005, by Edward R. Glass, sole-trustee under the Edward R. Glass and Donna R. Glass Trust, dated April 8, 1997, a/k/a The Glass Living Trust who is/are personally known to me or who has/have produced a valid driver's license as identification.



Lisa K Gaffkey
NOTARY PUBLIC
Lisa K Gaffkey
Notary Print Name
My Commission Expires: _____

EXHIBIT "A"

Commencing at a round concrete monument located at the intersection of Sections 10, 14 and 30, Township 1 North, Range 30 West, Escambia County, Florida; thence South 88 degrees 11 minutes 44 seconds West along the North line of Section 14 for 260.87 feet to an iron rod and cap marked #3578 and Point of Beginning; thence continue South 88 degrees 11 minutes 44 seconds West along the same course for 439.12 feet to an iron rod and cap marked #3578, located 125.00 feet East of the East right-of-way of "Conference Road" as it is now monumented; thence South 01 degrees 05 minutes 22 seconds East and parallel with the said East right-of-way for 488.86 feet to an iron rod and cap marked #3578 on the North line of the South half of Lot 7, as it is now monumented; thence North 88 degrees 54 minutes 38 seconds East along said North line for 430.00 feet to an iron rod and cap marked #3578, located 90.00 feet West of the East line of said Lot 7; thence North 01 degrees 05 minutes 22 seconds West for 135.00 feet to an iron rod and cap marked #3578; thence North 87 degrees 45 minutes 40 seconds East along the common boundary line according to "Property Line Agreement" as recorded in O.R. Book 5780 at Pages 135 and 136 of the Public Records of said County for 343.72 feet to an iron rod and cap marked #3578; thence South 48 degrees 27 minutes 52 seconds East along said agreement line for 173.47 feet to an iron rod and cap marked #3578 on the North right-of-way of "Old Chemstrand Road" (non-defined maintenance right-of-way); thence North 41 degrees 32 minutes 08 seconds East along said right-of-way for 122.26 feet to an iron rod and cap marked #3578; thence North 46 degrees 41 minutes 52 seconds West and parallel with the Westerly boundary line of Section 30 for 278.19 feet to an iron rod and cap marked #3578; thence South 43 degrees 18 minutes 08 seconds West, being common with and the same boundary line as described in O.R. Book 1531 at Page 124, for 109.81 feet to an iron rod and cap marked #3578; thence North 46 degrees 41 minutes 52 seconds West and parallel with the Western Boundary line of Section 30 for 377.00 feet to the Point of Beginning. (as described in survey by V.G. Schumer, R.L.S., dated May 11, 2005, Job #05F-085)

Being intended as the same property described in O.R. Book 4130, Page 1177 (the deed describing Glass' property) and/or further identified by the Property Appraiser as Parcel ID#14-1N-30-1000-001-001.

Legal Description in O.R. Book 4130, Page 1177, of the Public Records of Escambia County, Florida, further described as follows:

Parcel #1:

Lot 1, less and except that property deeded in Deed Book 116 at Pages 94, Deed Book 500 at Page 515, Deed Book 547 at Page 114, Official Record Book 1531 at Page 124 and Official Records Book 1921 at Page 297.

Lot 2 and North half of Lot 7, less and except the West 125 feet. All in Satsuma Heights, Section 14, Township 1 North, Range 30 West, as described in Deed Book 102 at Page 208 of the Public Records of Escambia County, Florida.

Parcel #2:

Commence at a spike marking Sections 14, 15 and 30, Township 1 North, Range 30 West, Escambia County, Florida, thence North 42 degrees 25 minutes West along the Section line of Sections 14 and 30, Township 1 North, Range 30 West for a distance of 165.70 feet; thence South 45 degrees 47 minutes 46 seconds West for a distance of 159.00 feet to the Point of Beginning; thence continue South 45 degrees 47 minutes 46 seconds West for a distance of 70.00 feet; thence North 37 degrees 44 minutes 01 seconds West for a distance of 221.73 feet; thence North 45 degrees 47 minutes 46 seconds East for a distance of 70.00 feet; thence South 37 degrees 44 minutes 01 seconds East for a distance of 221.73 feet to the Point of Beginning. All lying and being in Section 14, Township 1 North, Range 30 West, Escambia County, Florida. Subject to an Escambia County, maintenance claim for road right-of-way.



Chris Jones
Escambia County Property Appraiser

ReZoning 2012-24

Real Estate Search

Tangible Property Search

Sale List

Amendment 1/Portability Calculations

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Printer Friendly Version

General Information		2014 Certified Roll Assessment	
Reference:	101N301001000000	Improvements:	\$0
Account:	110024000	Land:	\$3,484
Owners:	BROWN WARREN T & L KATHLEEN HORTON	Total:	\$3,484
Mail:	1700 OSCEOLA BLVD PENSACOLA, FL 32503	Non-Homestead Cap:	\$3,484
Situs:	1100 CONFERENCE RD BLK 32533	Disclaimer	
Use Code:	TIMBER 5	Amendment 1/Portability Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
<small>Tax Inquiry link courtesy of Scott Holey Escambia County Tax Collector</small>			

Sales Data					2014 Certified Roll Exemptions	
					None	
Sale Date	Book Page	Value	Type	Official Records (New Window)	Legal Description	
07/1998	4289 1450	\$126,800	WD	View Instr	S 1320 FT OF LT 4 OR 4289 P 14 50 LESS MINERAL RIGHTS	
11/1985	2147 569	\$7,066,500	WD	View Instr		
05/1985	2066 460	\$100	WD	View Instr		
05/1984	1917 467	\$100	WD	View Instr		
<small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>					Extra Features	
					None	

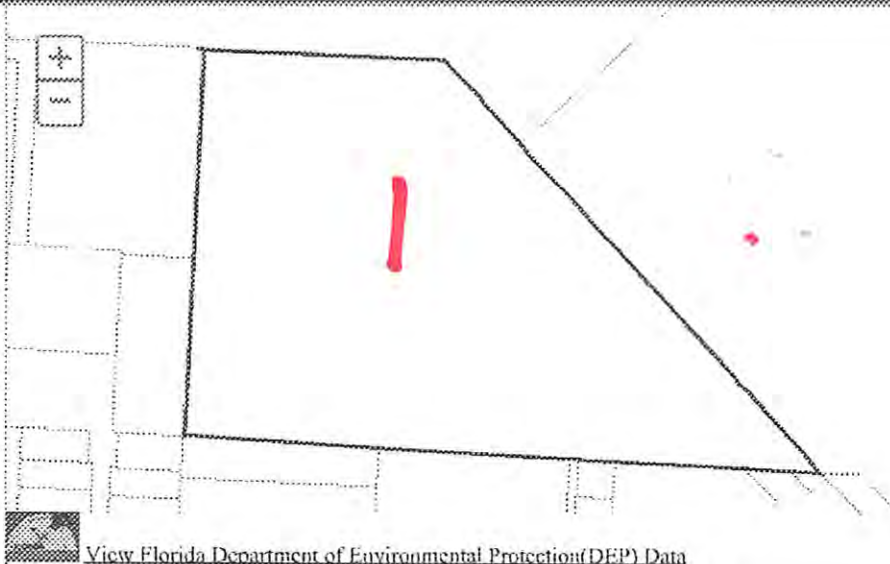
Parcel Information [Launch Interactive Map](#)

Section Map Id:
10-1N-30

Approx. Acreage:
46.3800

Zoned:
V-2
VR-2

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

OR BK 4289 PG1450
Escambia County, Florida
INSTRUMENT 98-508539
DEED REC STAMPS PD & REC CD \$ 887.60
08/04/98-EMILY LEE HERRIN, CLERK
By: *[Signature]*

THIS INSTRUMENT PREPARED
BY FLETCHER FLEMING
OF S., F., D. & M. ✓
SEVENTH FLOOR SEVILLE TOWER
PENSACOLA, FL

SPECIAL WARRANTY DEED

42.00
887.60

THIS DEED is made as of July 31, 1998, between **CHAMPION REALTY CORPORATION**, a Delaware corporation, whose address is Two Greenspoint Plaza, 16825 Northchase Drive, Suite 800, Houston, Texas 77060-6087, herein called the "Grantor", the successor by merger to **CHAMPION REALTY CORPORATION (FLORIDA)**, and **WARREN TED BROWN and L. KATHLEEN HORTON-BROWN**, whose address is 40 Audusson, Pensacola, Florida 32507, herein called the "Grantee". (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, that the Grantor in consideration of **ONE AND NO/100 DOLLARS (\$1.00)** and other valuable considerations paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, and CONVEYED** and by these presents does hereby **GRANT, BARGAIN, SELL, and CONVEY** unto the Grantee forever all of that certain property, including any improvements thereon, in Escambia County, Florida, described as follows:

A portion of Government Lot 4, Fractional Section 10, Township 1 North, Range 30 West, Escambia County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Grantor does not intend to convey by this instrument, and no warranty of title shall apply to, such valid mineral and royalty interests in the Subject Tract as may heretofore appear of record in the public records of Escambia County, Florida, in favor of third parties and/or predecessors in title to Grantor. Grantor excepts from this conveyance and expressly reserves unto itself, its successors and assigns, in perpetuity, an undivided fifty percent (50%) of all royalty in and to all the oil, gas, sulfur, fissionable materials, and all other minerals of every kind and description not heretofore reserved, retained by, or conveyed to Grantor's predecessors in title or third parties and which are in and under and that may be produced or saved from the Subject Tract, including, without limitation, an undivided fifty percent (50%) of any royalty created in any present or future oil, gas or mineral lease covering said mineral estate in the Subject Tract. Grantor further reserves and retains for itself and its successors and assigns an undivided fifty percent (50%) of any and all lease bonuses, delay rentals and other compensation paid to Grantee with respect to any future lease or leases covering any portion of the mineral estate herein conveyed to Grantee. Notwithstanding the foregoing, in no event shall Grantor's royalty interest be less than 1/16th of 8/8ths of said oil, gas or other minerals produced or saved from the mineral estate in the Subject Tract hereby conveyed. It is agreed that these reserved interests shall be for the benefit of and be owned by Grantor, and its successors in interest, and that in no event by warranty, estoppel, reversion, or otherwise, shall Grantee or Grantee's successors in interest acquire any additional mineral interests in the Subject Tract other than that conveyed herein. **NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE MINERAL ESTATE HEREIN CONVEYED, IF ANY, IS CONVEYED BY GRANTOR TO GRANTEE WITHOUT WARRANTY AS TO TITLE OR CONDITION, IT BEING UNDERSTOOD AND AGREED BY AND BETWEEN GRANTOR AND GRANTEE THAT SAID MINERAL ESTATE, IF ANY, IS CONVEYED BY GRANTOR TO GRANTEE "AS IS, WHERE IS AND WITH ALL FAULTS."**

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. And the Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor has good right, full power and lawful authority to convey the Subject Tract, that Grantee may peaceably and quietly enjoy and possess the Subject Tract, that the Subject Tract is free from encumbrances made by the Grantor unless set forth in this deed and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor, but against none other.

Grantor hereby imposes the reservations, covenants and restrictions set forth on Exhibit "B" attached hereto and by this reference made a part hereof, as reservations, covenants and restrictions against the Subject Tract running with the title thereto and Grantee, by acceptance of this deed, acknowledges such reservations, covenants and restrictions and agrees that it and its successors and assigns shall be bound by same. The Grantor, for and on behalf of itself, and the Grantee, by Grantee's acceptance hereof and for and on behalf of Grantee and Grantee's successors and assigns, covenant and agree that:

- (a) Nothing contained herein shall imply that any other property of Grantor shall be subject to restrictions applicable to the Subject Tract, and no restrictions shall be created hereby with respect to other property owned by Grantor, whether by negative implication or otherwise.
- (b) In the event any one, or more of these covenants and agreements shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity of the other covenants and agreements which shall remain in full force and effect.

The foregoing restrictions may be enforced, waived or modified at any time in such manner as permitted or prescribed by law. Further, in the event that title to all or any portion of the Subject Tract shall be revested in Grantor or Grantor's successors or assigns, then Grantor or its successors or assigns as the case may be, in its or their sole discretion, may modify or remove any of such restrictions insofar as the same shall affect any part of the Subject Tract, the title to which has been so revested in Grantor or its successors or assigns.

This conveyance and the foregoing warranties are subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, to lawful and validly enforceable claims of third persons, if any, under or with respect to the matters or items listed in Exhibit "C" attached hereto and made a part hereof for all purposes (hereinafter called the "Permitted Encumbrances"), and subject, also, to any rules, regulations, and subdivision, zoning, planning or platting ordinances, if any, affecting the Subject Tract, promulgated by state, county, municipal or other authorities, in effect at the time of this conveyance. The references to lawful claims, if any, of third persons contained herein in connection with the Permitted Encumbrances are made for the exclusive purpose of exceptions from the Grantor's warranty herein, and no reference or recital herein contained shall operate to enlarge, recognize, ratify, revive or confirm rights, if any, of third person.

THE SUBJECT TRACT IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS", AND WITH ALL FAULTS AND OTHER THAN THE WARRANTY OF TITLE HEREIN MADE, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT TRACT. GRANTEE, BY GRANTEE'S ACCEPTANCE HEREOF, AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF GRANTOR OR ANY AGENT, EMPLOYEE, REPRESENTATIVE, DIRECTOR OR OFFICER OF GRANTOR, AND THAT GRANTEE IS ACQUIRING THE SUBJECT TRACT "AS IS", SUBJECT TO ALL FAULTS AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION OF THE SUBJECT TRACT, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE ENVIRONMENTAL CONDITION OF THE SUBJECT TRACT AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS THEREON AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. GRANTEE HAS DETERMINED (I) THE PHYSICAL CONDITION OF THE SUBJECT TRACT AND THAT THERE IS NO DEFECT OR CONDITION WHICH IS UNACCEPTABLE TO GRANTEE, (II) WHETHER ANY PORTION OF THE SUBJECT TRACT LIES IN ANY FLOOD PLAIN, FLOODWAY OR ANY SPECIAL FLOOD HAZARD AREA, (III) WHETHER ANY GEOLOGICAL FAULT OR UNSATISFACTORY SOIL CONDITION EXISTS ON ANY PORTION OF THE SUBJECT TRACT, AND (IV) THAT ALL ENVIRONMENTAL CONDITIONS RELATING TO THE SUBJECT TRACT ARE ACCEPTABLE TO GRANTEE.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

CHAMPION REALTY CORPORATION

Brenda Gonzalez
Name: BRENDA GONZALEZ

By: Robert D. Magnussen

Name: Robert D. Magnussen

Title: Secretary

Ann Cowper
Name: Ann Cowper

(CORPORATE SEAL)



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 29, 1998, by ROBERT D. MAGNUSSEN, Secretary of CHAMPION REALTY CORPORATION, a Delaware corporation, on behalf of the corporation. He produced his Texas driver's license for identification and did not take an oath.

Mary M. Tucker
Notary Public in and for
the State of Texas

My commission expires: _____

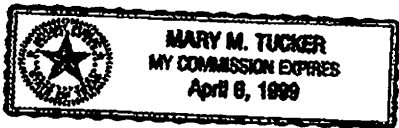


EXHIBIT "A"

PROPERTY DESCRIPTION

BEGIN AT A 4" ROUND CONCRETE MONUMENT, UNNUMBERED, MARKING THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, FRACTIONAL SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 08 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4 AS FIELD MONUMENTED, A DISTANCE OF 2183.38 FEET TO A 1" IRON PIPE, UNNUMBERED, MARKING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 10; THENCE GO NORTH 01 DEGREES 26 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4 AS FIELD MONUMENTED A DISTANCE OF 1317.08 FEET (1320 FEET, DEED) TO A 4"X4" CONCRETE MONUMENT, UNNUMBERED; THENCE GO SOUTH 88 DEGREES 34 MINUTES 20 SECONDS EAST A DISTANCE OF 855.87 FEET TO A 6"X6" CONCRETE MONUMENT, UNNUMBERED, LYING ON THE MOST NORTHEASTERLY LINE OF THE AFORESAID GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 10 (ALSO LYING 1323.46 FEET PERPENDICULAR FROM THE SOUTH LINE OF SAID GOVERNMENT LOT 4); THENCE GO SOUTH 43 DEGREES 26 MINUTES 21 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 10 AS FIELD MONUMENTED A DISTANCE OF 1881.47 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY IS SITUATED IN FRACTIONAL SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA, AND CONTAINS 46.10 ACRES.

EXHIBIT "B"

RESTRICTIONS

1. No structure of a temporary character, trailer (exclusive of mobile homes and/or manufactured housing), basement, tent, shack, garage, barn or other outbuilding shall be used on the Subject Tract at any time as a residence, either temporarily or permanently.
2. The Subject Tract shall not be used or maintained as a dumping ground for hazardous materials, junk, rubbish or trash.
3. The Subject Tract shall not be used to store junk, wrecked cars or other similar material.
4. No hogs or swine may be placed or kept upon the Subject Tract.
5. No use shall be made of the word or name "Champion" in any designation of or representation with respect to the Subject Tract.
6. No part of the Subject Tract or any improvements situated thereon shall be put to any industrial, manufacturing or other use which may become an annoyance or nuisance to the neighborhood, or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, including, but not limited to, factories, or which are hazardous by reason of the excessive danger of fire or explosion.
7. The Subject Tract may only be used for those purposes that comply with the zoning and other rules, regulations, laws and ordinances of Escambia County, Florida, the State of Florida, and the United States of America, including, without limitation, those regulations governing septic tanks and sewage disposal systems, solid waste disposal, subdivisions and development in general. Notwithstanding the foregoing, no "hazardous waste", "hazardous substance" or "toxic waste", as defined by applicable State and/or Federal law, shall be generated, manufactured, produced, released, discharged, disposed of, transported to, stored, used or maintained on the Subject Tract at any time.

Except for paragraph 5 above which shall not terminate under any circumstances, these restrictions shall terminate thirty (30) years after the date of the Deed.

EXHIBIT "C"

PERMITTED ENCUMBRANCES

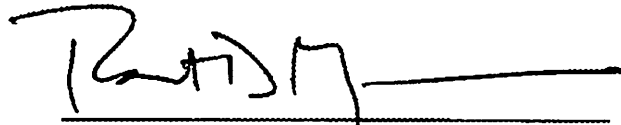
Those matters and things reflected by the survey by Northwest Florida Engineering & Surveying, Inc., identified as its Project No. 10-9841, dated May 27, 1998, revised June 11, 1998, June 19, 1998 and July 7, 1998 and all matters affecting title to the Subject Tract as shown in the Official Records of Escambia County, Florida.

**CERTIFICATE OF SECRETARY
OF
CHAMPION REALTY CORPORATION**

I, the undersigned officer of Champion Realty Corporation, a duly organized and existing Delaware corporation (the "Company"), hereby certify that I am the duly elected, qualified and acting Secretary of the Company; that Michael P. Corey is the President, E. H. Daniels, III, is Vice President, and Barbara A. Hennings is the Controller of the Company; and further certify to the following:

1. Attached hereto as Exhibit "A" is a full, true and correct copy of a Resolution adopted by the Board of Directors of the Company in conformity with the Articles of Incorporation and Bylaws of the Company and in accordance with applicable laws, and filed in the minutes of the proceedings of the Board.
2. The resolutions attached hereto as Exhibit "A" have not been amended, modified or rescinded and are in full force and effect on the date hereof.

EXECUTED the 29th day of July, 1998.



Robert D. Magnussen, Secretary

OR BK 4289 P61458
Escambia County, Florida
INSTRUMENT 98-508539

RCD Aug 04, 1998 11:44 am
Escambia County, Florida
Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-508539

EXHIBIT "A"

**ATTACHED TO AND MADE PART OF
CERTIFICATE OF SECRETARY**

RESOLVED, that in addition to the President, any Vice President, the Secretary and the Controller of the Company are hereby authorized to execute and deliver, in the name and on behalf of this Company, contracts for the sale of real property of the Company, subject to approval of the Board of Directors of any transaction or related transactions having a sales price exceeding Ten Million Dollars (\$10,000,000.00), on such terms and such options that he/she deems appropriate and to execute and deliver, in the name and on behalf of this Company, such deeds, conveyances, assignments, transfers and other instruments as may be necessary or desirable to consummate the transactions contemplated by such contracts, as well as leases, notices, and other instruments in writing.



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		2014 Certified Roll Assessment	
Reference:	141N301000001001	Improvements:	\$1,310
Account:	110119000	Land:	\$10,820
Owners:	BROWN WARREN T	Total:	\$12,160
Mail:	1700 OSCEOLA BLVD PENSACOLA, FL 32503	Non-Homestead Cap:	\$12,160
Situs:	2960 OLD CHEMSTRAND RD 32533	Disclaimer	
Use Code:	MOBILE HOME	Amendment 1/Portability Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector			
Sales Data		2014 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type
12/10/2013	7115 - 507	\$100	WD
12/05/2013	7115 505	\$50,000	CJ
02/05/2013	6971 538	\$100	OT
01/12/2011	6680 1236	\$100	QC
01/1967	330 195	\$12,500	WD
01/1967	330 193	\$100	WD
		None	
		Legal Description	
		BEG AT INTER OF GONZALEZ RD AN D SEC LI OF SEC 14 AND 30 NWLY 336 FT W ALG SEC 10 104 FT SE LY 443 FT E 75 FT TO POB SATSU...	
		Extra Features	
		None	

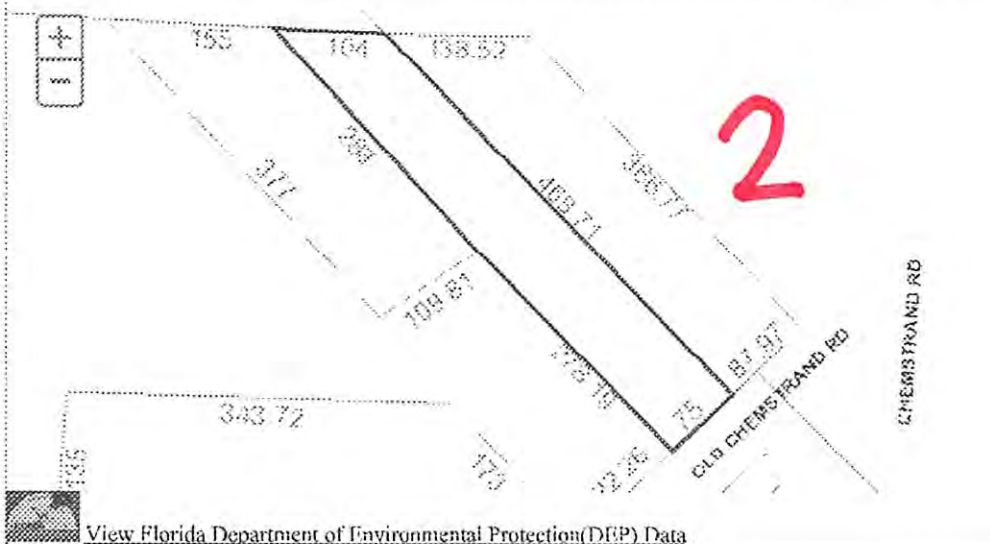
[Official Records Inquiry](#) courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and Comptroller

Section Map Id:
 14-1N-30

Approx. Acreage:
 0.8800

Zoned:
 VR-2

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Prepared by and return to:
Gulf Title Company
2721 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850-934-9000
File Number: G-12557
Parcel Identification No. 141N30-1000-004-0001

[Space Above This Line For Recording Data]

Warranty Deed

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

This Indenture made this 5th day of December, 2013, between the following:

Cubie Lane Braum, whose mailing address is 2968 Old Chemstrand Road, Cantonment, Florida 32533,

Mary Frances Dudley, whose mailing address is 20180 SW 85th Place, Dunnellon, Florida 34431,

James Edward Owens, whose mailing address is 9136 State Hwy 44, Brilliant, Alabama 35548,

Sybil Ruth Cody, whose mailing address is 431 Well Line Road, Cantonment, Florida 32533,

Joyce Ann Timothy, whose mailing address is 8360 Bowman Avenue, Pensacola, Florida 32534,

Michael Owens, whose mailing address is 8236 Bucket Creek, Milton, Florida 32570,

Debra Owens, whose mailing address is 6223 Hwy 90, Box 298, Milton, Florida 32570, and

Glen Owens a/k/a Glenn S. Owens, whose mailing address is 1208 Slaton Lane, Saginaw, Michigan 48603, hereinafter Grantors*, and Warren T. Brown, whose post office address is 1700 Osceola Boulevard, Pensacola, Florida 32503, hereinafter Grantee*,

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

Begin at intersection of Gonzalez Rd. & Section Line of Sections 15, 14 and 30, Township 1 North, Range 30 West; thence run northwesterly along the Section line a distance of 336 ft (Deed) 468.72 (Field), thence run west along the south line of Section 10 a distance of 104 ft thence run southeasterly and parallel to the line of Sections 15 and 30 a distance of 443 ft; thence run easterly along the north right-of-way of Gonzalez Rd. a distance of 75 ft. to the Point of Beginning.

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

Said property is not the homestead of the Grantors under the laws and constitution of the State of Florida in that neither Grantors nor any members of the household of Grantors reside thereon.

In Witness Whereof, Grantors have hereunto set Grantors' hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Danny R. Nicholas Cubie Lane Braun
Witness Name: Danny R. Nicholas Cubie Lane Braun

[Signature]
Witness Name: Selina M Bryant

State of Florida
County of Escambia

The foregoing instrument was acknowledged and executed this 5 day of December, 2013,
Cubie Lane Braun, who personally appeared before me and has produced
Florida Drivers License as identification

[Notary Seal]



[Signature]
Notary Public

Printed Name: Selina M Bryant

Philip L. Hernandez
Witness Name: Philip L. Hernandez

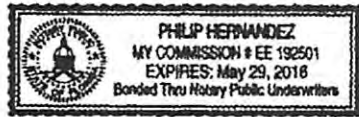
Mary Frances Dudley
Mary Frances Dudley

Josue Ramos
Witness Name: Josue Ramos

State of Florida
County of MADISON

The foregoing instrument was acknowledged and executed this 4th day of December, 2013,
Mary Frances Dudley, who personally appeared before me and has produced
FLDL# D340-594-44-942-0 as identification.

[Notary Seal]



Philip Hernandez
Notary Public

Printed Name: Philip Hernandez

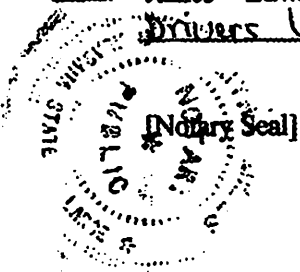
Deana Mayfield
Witness Name: Deana Mayfield

James Edward Owens
James Edward Owens

Lisa Tesney
Witness Name: Lisa Tesney

State of Alabama
County of Fayette

The foregoing instrument was acknowledged and executed this 10th day of December, 2013,
James Edward Owens, who personally appeared before me and has produced
Drivers license as identification.



Myra Miles
Notary Public

Printed Name: Myra Miles

MY COMMISSION EXPIRES
OCTOBER 1, 2016

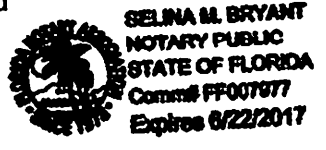
Danny R. Nicholas Sybil Ruth Cody
Witness Name: Danny R Nicholas Sybil Ruth Cody

Witness Name: Selina M Bryant

State of Florida
County of Escambia

The foregoing instrument was acknowledged and executed this 5th day of December, 2013,
Sybil Ruth Cody, who personally appeared before me and has produced
Florida drivers license as identification

[Notary Seal]



Selina M Bryant
Notary Public
Printed Name: _____

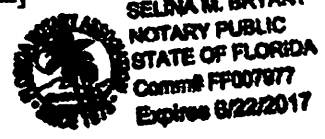
Danny R. Nicholas Joyce Ann Timothy
Witness Name: Danny R. Nicholas Joyce Ann Timothy
her

Witness Name: Selina M Bryant

State of Florida
County of Essex

The foregoing instrument was acknowledged and executed this 5 day of December, 2013,
Joyce Ann Timothy, who personally appeared before me and has produced
Florida drivers license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: Selina M Bryant

[Signature]
Witness Name: Selina M Bryant

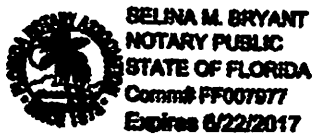
[Signature]
Michael Owens

[Signature]
Witness Name: Belinda Veroneau

State of Florida
County of _____

The foregoing instrument was acknowledged and executed this 4 day of December, 2013,
Michael Owens, who personally appeared before me and has produced
Florida drivers license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Selina M Bryant

Sandra LeBouf
Witness Name: Sandra LeBouf

Debra Owens
Debra Owens

Ricardo A. Maldonado
Witness Name: Ricardo Maldonado

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged and executed this 5th day of December, 2013,
Debra Owens, who personally appeared before me and has produced
FDL 0520-161-52-524-1 as identification.

[Notary Seal]

Deborah J Polk
Notary Public



DEBORAH JANE POLK
MY COMMISSION # EE 103241
EXPIRES: October 14, 2015
Bonded Thru Budget Notary Services

Printed Name: Deborah J Polk

Witness Name:

[Signature]

[Signature]

Glen Owens a/k/a Glenn S. Owens

Witness Name:

Shirley M. McLaughlin

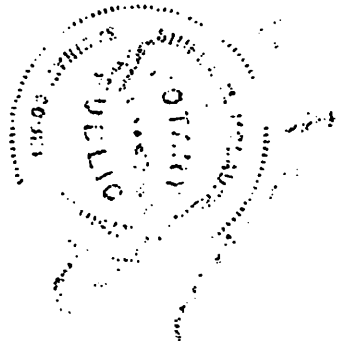
State of ~~Florida~~ Michigan
County of Saginaw

The foregoing instrument was acknowledged and executed this 4th day of December, 2013,
Glen Owens a/k/a Glenn S. Owens, who personally appeared before me and has produced
Michigan Identification Card as identification.

[Signature]
Notary Public

[Notary Seal]

Printed Name: Shirley M. McLaughlin



Shirley M. McLaughlin, Notary Public
Saginaw County, Michigan
My Commission Expires 04/16/2017 2019



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	
Reference:	11N301000005001
Account:	110119100
Owners:	BROWN WARREN T
Mail:	1700 OSCEOLA BLVD PENSACOLA, FL 32503
Situs:	2900 OLD CHEMSTRAND RD BLK 32533
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
<small>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</small>	

2014 Certified Roll Assessment	
Improvements:	\$0
Land:	\$13,695
Total:	\$13,695
Non-Homestead Cap:	\$13,695
Disclaimer	
Amendment 1/Portability Calculations	

Sales Data						
Sale Date	Book	Page	Value	Type	Official Records (New Window)	
12/05/2013	7115	504	\$25,000	WD	View Instr	
01/12/2011	6680	1234	\$100	QC	View Instr	
04/1981	1531	124	\$100	WD	View Instr	
<small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>						

2014 Certified Roll Exemptions	
None	
Legal Description	
BEG AT INTERSECTION OF GONZALE Z RD AND SEC LINE OF SEC 14 & 30 NWLY ALG SEC LT 367 FT W AL G S LI OF SEC 10 104 FT FOR PO...	
Extra Features	
None	

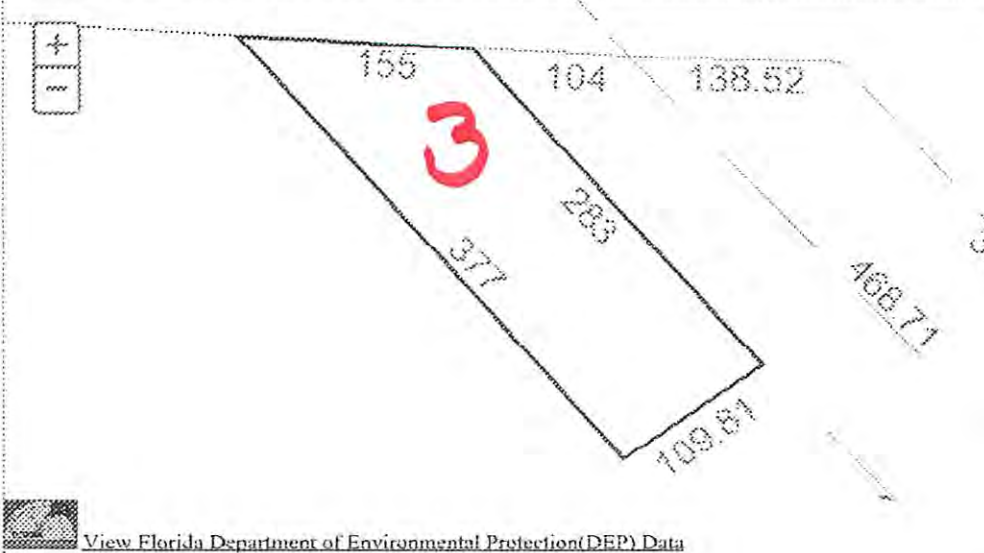
Parcel Information [Launch Interactive Map](#)

Section Map Id:
14-1N-30

Approx. Acreage:
0.8200

Zoned:
VR-2

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Prepared by and return to:
Gulf Title Company
2721 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850-934-9000
File Number: G-12557
Parcel Identification No. 141N30-1000-005-001

[Space Above This Line For Recording Date]

Warranty Deed

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

This Indenture made this 5th day of December, 2013, between Cubie Lane Braun, whose post office address is 2968 Old Chemstrand Road, Cantonment, Florida 32533, hereinafter Grantor*, and Warren T. Brown, whose post office address is 1700 Osceola Boulevard, Pensacola, Florida 32503, hereinafter Grantee*,

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

Beginning at the intersection of Gonzalez Road and Section line of Sections 14 and 30, Township One North Range 30 West; thence run Northwestery along the Section line a distance of 367 feet; thence run West along the South line of Section 10 a distance of 104 feet for point of beginning; thence continue West along the same line for 155 feet; thence run Southeasterly parallel to the Westerly line of Section 30 a distance of 377 feet; thence run Northeasterly for 140 feet more or less to the property line of Cubie Lane Braun; thence run Northwestery parallel to the Westerly line of Section 30, along the property line of Cubie Lane Braun a distance of 283 feet more or less, to the point of beginning, All lying and being in Section 14 Township one North Range 30 West, Escambia County, Florida,

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

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

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

Signed, sealed and delivered in our presence:

Danny R. Nicholas Cubie Lane Braun
Witness Name: Danny R. Nicholas Cubie Lane Braun

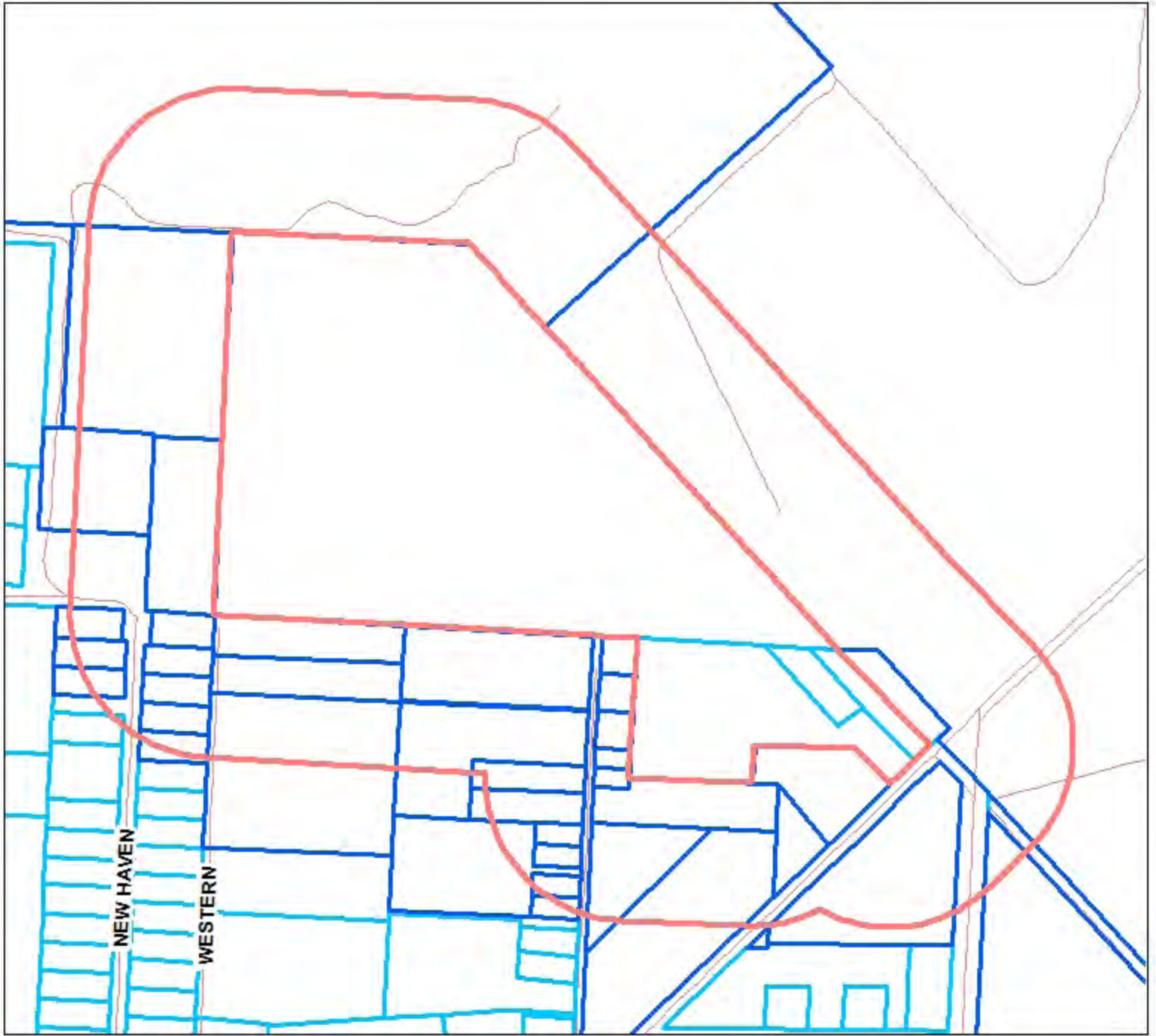
Selina M Bryant
Witness Name: Selina M Bryant

State of Florida
County of Escambia

The foregoing instrument was acknowledged and executed this 5th day of December, 2013, Cubie Lane Braun, who personally appeared before me and has produced Florida drivers license as identification.

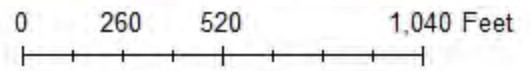
[Notary Seal] SELINA M. BRYANT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF007977
Expires 6/22/2017

Selina M Bryant
Notary Public
Printed Name: _____



March 9, 2015

1:6,000



CONLEY KEITH W &
949 NEW HAVEN DR
CANTONMENT,FL 32533

BROWN WARREN T &
1700 OSCEOLA BLVD
PENSACOLA,FL 32503

EMERALD COAST UTILITIES AUTHORITY
PO BOX 15311
PENSACOLA,FL 32514

ASCEND PERFORMANCE MATERIALS
LLC
ATTN CHERI FREDERICK 3000 OLD
CHEMSTRAND RD
CANTONMENT,FL 32533

D & VIRGIE PAULINE TRUSTEES
409 BILTMORE AVE
TAMPA,FL 336177207

UTECH HOWARD S &
900 NEW HAVEN DR
CANTONMENT,FL 32533

VIRGIN JAMES B
1066 CONFERENCE RD
CANTONMENT,FL 325338917

CARNLEY LLOYD D
1100 CONFERENCE RD
CANTONMENT,FL 32533

MITCHELL RONALD L
2035 MATHISON RD
CANTONMENT,FL 32533

VALVE TECHNOLOGY SERVICES INC
PO BOX 700
GONZALEZ,FL 32560

POWELL RAY & CAROLYN J
1563 INDIAN MEADOWS RD
FRANKLIN,TN 37064

ROLAND D L & LORELLE H
2840 OLD CHEMSTRAND RD
CANTONMENT,FL 32533

FANNIE MARJORIE
2896 OLD CHEMSTRAND RD
CANTONMENT,FL 32533

FOR WARNER FAMILY TRUST
PO BOX 2318
KEY LARGO,FL 33037

BROWN WARREN T
1700 OSCEOLA BLVD
PENSACOLA,FL 32503

BROWN TERRANCE D
1020 CONFERENCE RD
CANTONMENT,FL 32533

BAILEY FRED G
1055 CONFERENCE RD
CANTONMENT,FL 32533

FOR WARNER FAMILY TRUST
PO BOX 2318
KEY LARGO,FL 33037

LASSITER JASON E & CHRISTINA R
1010 WESTERN AVE
CANTONMENT,FL 32533

TIMBS WILLIAM & JOY
PO BOX 28497
PANAMA CITY,FL 32411

CONLEY MICHAEL A & KENNETHIA F
940 NEW HAVEN DR
CANTONMENT,FL 32533

SHARAWAY HUSSEIN S & ANNE B
3550 HOME TOWN LN
SAINT CLOUD,FL 34769

FIELDS RUTHIE A
28975 COUNTY RD 32
ELBERTA,AL 365303239

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT
C/O NHMS LLC STE 800
CORAL GABLES,FL 33134

POFF LYNDON L
872 MANDE CT
SHALIMAR,FL 32579

HENDERSON RUTH A
6894 KAPOK DR
MILTON,FL 32570

MANNING PATSY L TRUSTEE
993 NEW HAVEN DR
CANTONMENT,FL 32533-8909

LONGWELL JON & DEBRA
PO BOX 20004
PENSACOLA,FL 32524

SHIOTELIS DAVID L &
1022 NEW HAVEN DR
CANTONMENT,FL 32533

BROWN AUSTIN
1010 NEW HAVEN DR
CANTONMENT,FL 32533

PRESLEY GLORIA J
998 NEW HAVEN DR
CANTONMENT,FL 32533

DUBOSE BRIAN L &
986 NEW HAVEN DR
CANTONMENT,FL 32533

LANNING KRISTOPHER J & THERESA L
972 NEW HAVEN DR
CANTONMENT,FL 32533

FBCH LAND HOLDINGS INC
1015 SIKES BLVD
LAKELAND,FL 33815

SHOUSE ARTHUR D & LINDA H
PO BOX 176
GONZALEZ,FL 32560

ASCEND PERFORMANCE MATERIALS
LLC
PO BOX 97
GONZALEZ,FL 32560

ARMES EARL M & KATHLEEN M
1075 CONFERENCE RD
CANTONMENT,FL 32533

FOR WARNER FAMILY TRUST
PO BOX 2318
KEY LARGO,FL 33037

SMITH BILLY R & LAURA D
1707 CHEMSTRAND RD
CANTONMENT,FL 32533

BROWN WARREN T
1700 OSCEOLA BLVD
PENSACOLA,FL 32503

SHOUSE RONALD D
1045 CONFERENCE RD
CANTONMENT,FL 32533

EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT ST
PENSACOLA,FL 32514

Planning Board-Rezoning

5. B.

Meeting Date: 04/07/2015

CASE : Z-2015-07

APPLICANT: Wiley C. "Buddy" Page, Agent for Francis A. Mariano, Jr. and Victoria N. Mariano, Owners

ADDRESS: 201 Lenox Parkway

PROPERTY REF. NO.: 46-1S-30-2001-009-029

FUTURE LAND USE: MU-U, Mixed-Use Urban

DISTRICT: 3

OVERLAY DISTRICT: CRA Palafox District

BCC MEETING DATE: 05/07/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-6 Neighborhood Commercial and Residential District, (Cumulative) High Density (25 du/acre)

TO: C-2NA, General Commercial and Light Manufacturing District, (cumulative) Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities

and intensities located in the Mixed Use-Suburban (MU-S), Mixed Use-Urban (MU-U), Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

OBJ FLU 2.3 Infill Development

Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

POLICIES

FLU 2.3.1 Area Designation. All Community Redevelopment Areas as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Florida Statutes.

FLU 2.3.2 Community Redevelopment Areas. Escambia County will use its fiscal resources to encourage infill residential, commercial, and public development, particularly in the Community Redevelopment Areas.

FINDINGS

The proposed amendment to C-2NA is **consistent** with the intent and purpose of Future Land Use (FLU) category MU-U, as stated in CPP FLU 1.3.1. The MU-U range of uses allows Retail and Services, Professional Office, Recreational Facilities, Public and Civic uses, while promoting the use of roads, public services and existing infrastructure, as stated in FLU 1.5.1. The subject parcel is also subject to OBJ FLU 2.3 Infill Development, Escambia County shall promote infill development in Urban and Redevelopment Areas particularly in the CRA areas.

CRITERION (2)

Consistent with The Land Development Code.

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

6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.

A. Intent and purpose of district. This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.

6.05.16.K C-2NA zoning designation. If a parcel is designated as C-2NA, then notwithstanding any other provision of this section, bars, nightclubs, and adult entertainment uses shall be prohibited uses for that parcel. Any applicant for a rezoning to the C-2 zoning district may request a C-2NA zoning designation. Such request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved, in conformance with Section 2.08.00 of this land development code, a property owner must apply for a rezoning to C-2 in order to remove the designation. The C-2NA zoning designation shall apply to all subsequent owners unless and until the parcel is rezoned to the C-2 zoning district without the C-2NA zoning designation.

7.20.00. Locational criteria.

7.20.01. Intent and purpose.

It is the intent of this section to establish locational criteria for all new nonresidential uses that are not part of a predominantly residential development or planned unit development (PUD) in order to ensure the appropriate location of commercial and industrial uses and compatibility with adjacent land uses. Locational criteria is necessary to prevent ribbon commercial development, prevent/minimize negative or blighting influences on adjacent residential neighborhoods, and provide for smooth transitions in commercial intensity from major intersections. Further it is the purpose of this section to include the locational criteria required in Comprehensive Plan Policy FLU 1.1.10 and to clarify and add additional criteria necessary to implement those requirements.

7.20.02. Waivers. Waivers to the roadway requirements of the locational criteria may be approved by the development review committee (DRC) and the planning board, as indicated below:

A. The DRC may waive the roadway requirements for developments based on compatibility of the proposed uses with the surrounding area. In order to determine if unique circumstances exist that allow compatibility between uses, a compatibility analysis shall be submitted that provides competent and substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy FLU 1.1.9. Infill development would be an example of when a waiver could be recommended. A waiver may only be granted when one or more of the following criteria are met:

1. The property has the original commercial or industrial zoning assigned by the county. However, if a rezoning has occurred, the property must meet all of the applicable standards for the zoning district; or
2. The property is located within one of the county's approved redevelopment areas and the proposed use is consistent with the redevelopment plan adopted by the board of county commissioners and recommended by the community redevelopment agency (CRA).

B. The planning board (PB) may waive the roadway requirements when determining consistency with the Comprehensive Plan and Land Development Code for a rezoning request when unique circumstances exist. In order to determine if unique circumstances

exist, a compatibility analysis shall be submitted that provides competent and substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy FLU 1.1.9. Infill development would be an example of when a waiver could be recommended. The (PB) may also waive the roadway requirements if the property is located within one of the county's approved redevelopment areas and the proposed use is consistent with the redevelopment plan adopted by the board of county commissioners and it has been recommended by the community redevelopment agency (CRA).

7.20.06. General commercial and light manufacturing locational criteria (C-2).

A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.

FINDINGS

The proposed amendment **is not consistent** with the general commercial and light manufacturing uses requirements for C-2NA zoning. The surrounding use are predominately residential, however there are some commercial like uses but they are less intense uses that are equivalent to the existing R-6 zoning. C2-NA would allow for outside storage in a predominate residential area. The parcel **is not consistent** with the Locational Criteria, it is located on an local street Lenox Parkway and Cary Memorial Drive. The Planning Board my waive the roadway requirements as 7.20.02.B has stated. There is an existing commercial structure on site which was constructed in 1987. The applicant has made it known there is no development proposed for the parcel at this time; however, if the owner decides to develop this parcel at a later time, all of the requirements under the Land Development Code will apply. All other requirements of the Land Development Code will be evaluated for consistency during the Site Plan Review process.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-6 and C-2. Staff observed 51 single-family residences, one church, one warehouse, two repair services, 12 mobile homes, one office, and one auto sales. Although there are existing residential uses located nearby, the subject parcel is buffered by natural vegetation to the West and separated by existing roadways to the East and North from the residential uses.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property(s). Staff located in the 500 foot buffer one rezoning case Z-2012-27 at 124 Massachusetts Ave, from R-6 to C-2 approved by the BCC on December 6, 2012.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

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

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

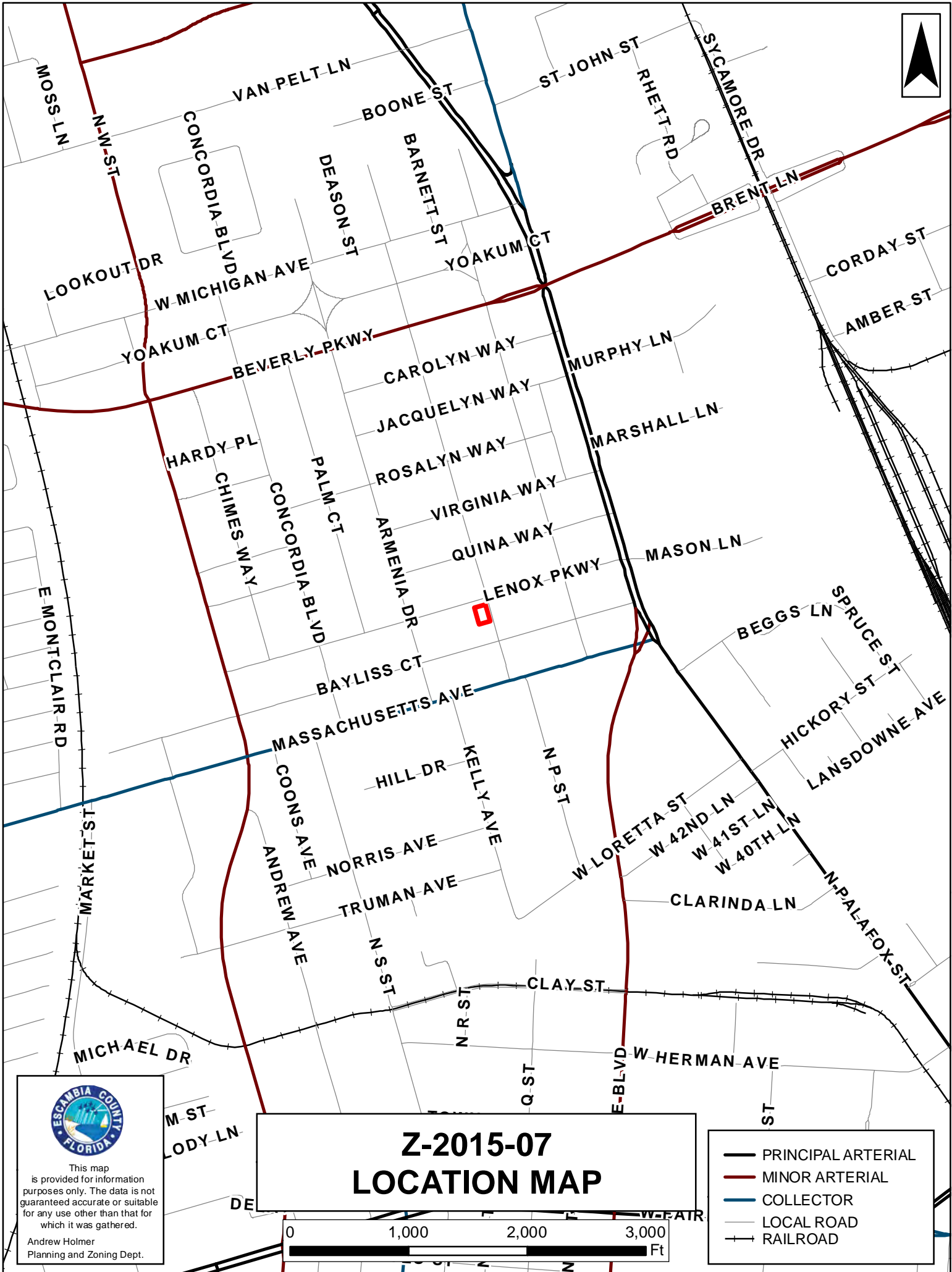
FINDINGS

The proposed amendment **would not result** in a logical and orderly development pattern due to the surrounding uses being residential. The existing building and commercial use has been in use since 1987 with no outside storage associated with it. Allowing a C2-NA rezoning change would allow for a more intense use and outside storage in a predominately residential neighborhood. Within the surrounding area there are many commercial uses that are or have developed in the area as well and are in close proximity, however they are along an arterial roadway like Massachusetts Ave, Pace Boulevard and "W" Street.

Attachments






Z-2015-07

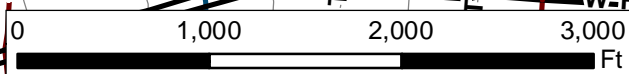

Z-2015-07



Z-2015-07

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.



VIRGINIA WAY

R-6

R-6

QUINA WAY

HANSEN BLVD

C-1

R-6

LENOX PKWY

CARY MEMORIAL DR

C-2

R-6

ARMENIA DR

R-6

BAYLISS CT

MASSACHUSETTS AVE

C-2

C-1

R-6

KELLY AVE

NPST



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Andrew Holmer
Planning and Zoning Dept.

Z-2015-07 500' RADIUS ZONING



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



VIRGINIA WAY

MU-U

MU-U

QUINA WAY

HANSEN BLVD

LENOX PKWY

MU-U

REC

ARMENIA DR

MU-U

CARY MEMORIAL DR

BAYLISS CT

REC

MASSACHUSETTS AVE

MU-U

KELLY AVE

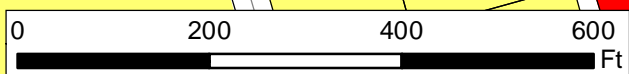
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Andrew Holmer
Planning and Zoning Dept.

Z-2015-07 FUTURE LAND USE



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



VIRGINIA WAY

QUINA WAY

HANSEN BLVD

ARMENIA DR

LENOX PKWY

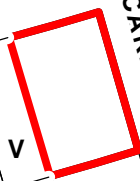
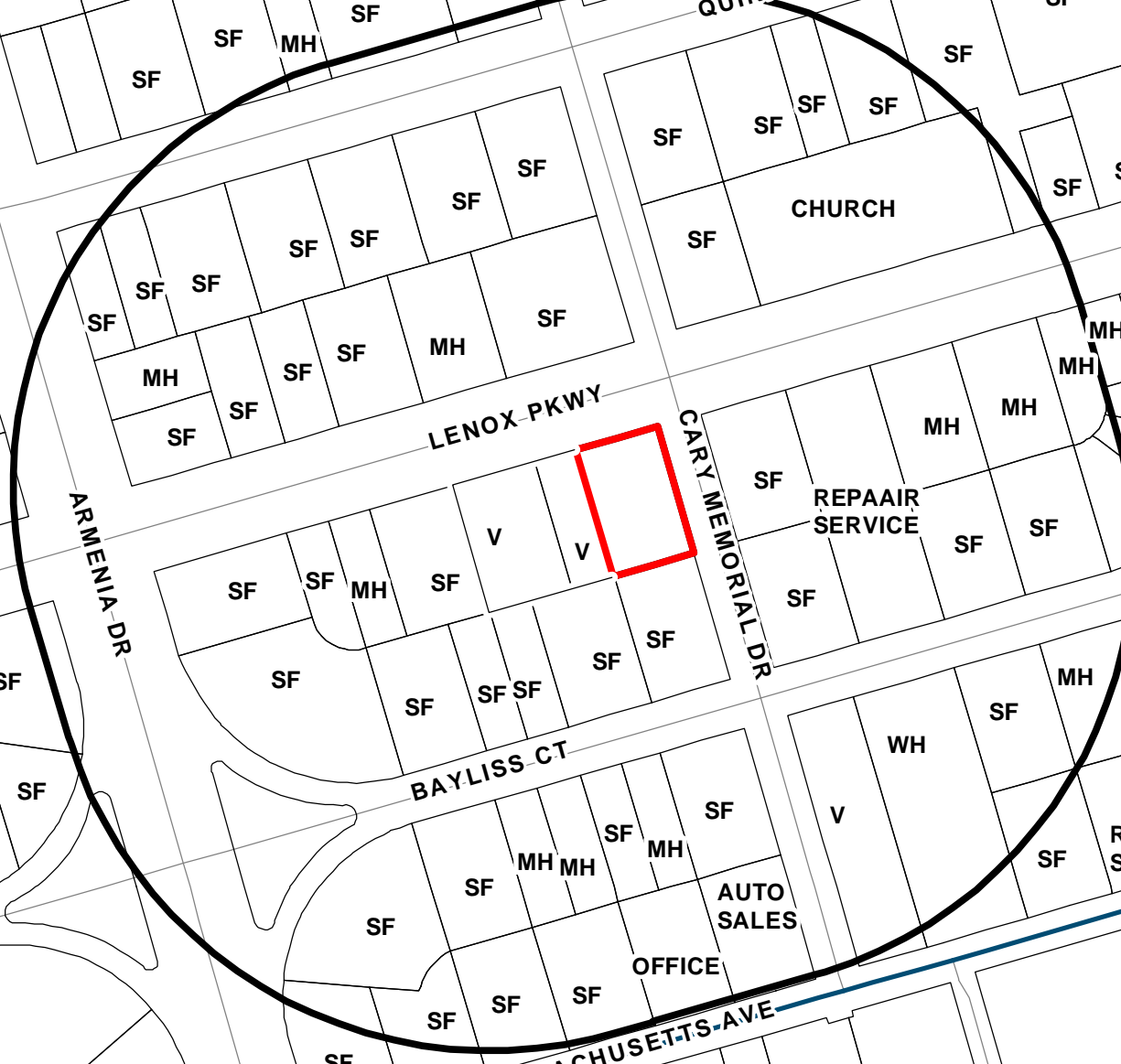

CARY MEMORIAL DR

BAYLISS CT

MASSACHUSETTS AVE

KELLY AVE

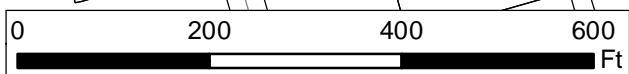
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







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Andrew Holmer
Planning and Zoning Dept.

Z-2015-07 EXISTING LAND USE




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



LENOX PKWY

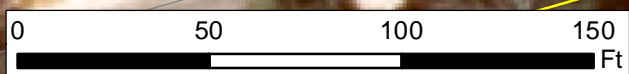
CARY MEMORIAL DR









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Andrew Holmer
Planning and Zoning Dept.

Z-2015-07 AERIAL MAP



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



VIRGINIA WAY

QUINA WAY

HANSEN BLVD

PALAFX

LENOX PKWY

CARY MEMORIAL DR

ARMENIA DR

PALAFX

BAYLISS GT

MASSACHUSETTS AVE

KELLY AVE

N P ST

PALAFX



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.

Z-2015-07 CRA OVERLAY



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



VIRGINIA WAY

QUINA WAY

HANSEN BLVD

ARMENIA DR

LENOX PKWY

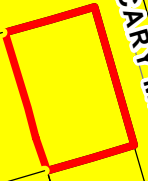
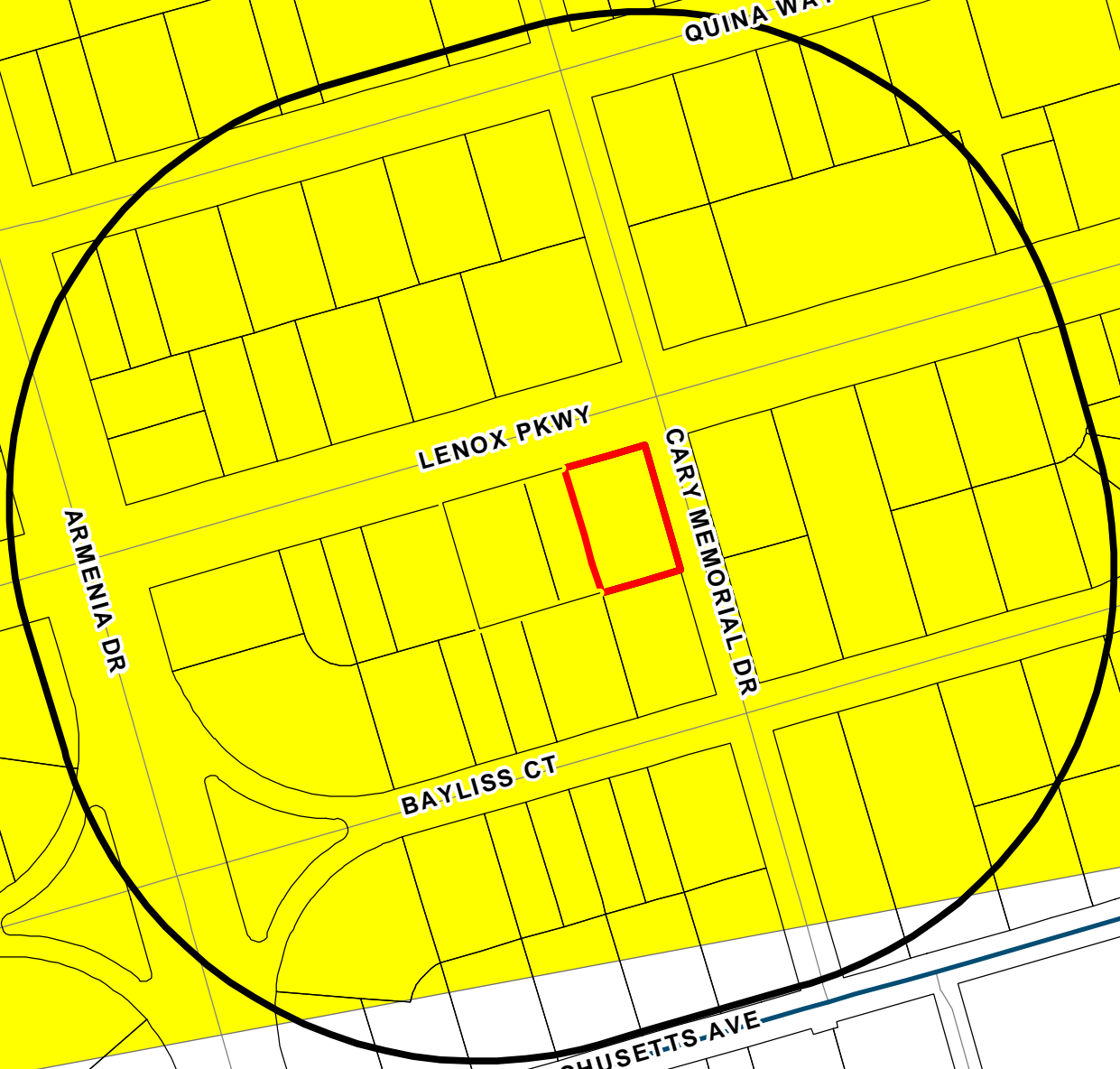
CARY MEMORIAL DR

BAYLISS CT

MASSACHUSETTS-AVE

KELLY AVE

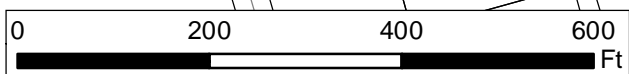
N P ST








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Andrew Holmer
Planning and Zoning Dept.

Z-2015-07 PNSPD OVERLAY



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



PUBLIC HEARING SIGN



**PUBLIC HEARING SIGN LOOKING WEST
ALONG LENOX PKWY**



LOOKING NORTHWEST FROM SUBJECT PARCEL



LOOKING NORTH FROM SUBJECT PARCEL



LOOKING EAST FROM SUBJECT PARCEL ALONG LENOX PKWY



LOOKING SOUTHEAST



LOOKING SOUTH ALONG CARY MEMORIAL DR



LOOKING AT SUBJECT PARCEL



LOOKING SOUTHWEST AT SUBJECT PARCEL



Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: R-6 to: C-2 NA

RB

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

Owner(s) Name: Francis A. Mariano, Jr. & Victoria N. Mariano Phone: 850-434-6400

Address: 201 Lenox Parkway Pensacola, FL 32505 Email: _____

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: 201 Lenox Pkwy. Pensacola, FL 32505

Property Reference Number(s)/Legal Description: 46-1S-30-2001-009-029

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.

Francis A. Mariano, Jr.
Signature of Owner/Agent

Victoria N. Mariano
Signature of Owner

Francis A. Mariano, Jr.
Printed Name Owner/Agent

Victoria N. Mariano
Printed Name of Owner

1/16/15
Date

1/16/15
Date

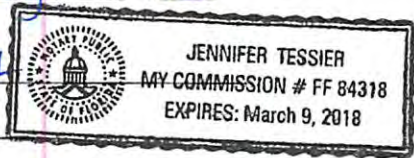
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16 day of January 2015,
by Francis A. Mariano Jr and Victoria N. Mariano

Personally Known OR Produced Identification Type of Identification Produced: FLDL

Jennifer Tessier
Signature of Notary
(notary seal must be affixed)

Jennifer Tessier
Printed Name of Notary



FOR OFFICE USE ONLY

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

Fees Paid: \$ _____ Receipt #: _____ Permit #: _____

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



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 201 Lenox Parkway,
Florida, property reference number(s) 46-1S-30-2001-009-029

I hereby designate Wiley C. "Buddy" Page 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) _____ 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: Wiley C. "Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Phone: 850-232-9853

Francis A. Mariano, Jr.
Signature of Property Owner
Victoria N. Mariano
Signature of Property Owner

Francis A. Mariano, Jr.
Printed Name of Property Owner

1/16/15
Date

Victoria N. Mariano
Printed Name of Property Owner

1/16/15
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16 day of January, 2015,
by Victoria Mariano and Francis Mariano

Personally Known OR Produced Identification Type of Identification Produced: FL DL

Jennifer Tessier
Signature of Notary

Jennifer Tessier
Printed Name of Notary

(Notary Seal)





CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 46-1S-30-2001-009-029-

Property Address: 201 Lenox Pkwy. Pensacola, Florida 32505

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 16 DAY OF JANUARY, YEAR OF 2015.

Francis A. Mariano, Jr.
Signature of Property Owner

Francis A. Mariano, Jr.
Printed Name of Property Owner

1/16/15
Date

Victoria N. Mariano
Signature of Property Owner

Victoria N. Mariano
Printed Name of Property Owner

1/16/15
Date

6-45720

OR BK 4943 P60072
Escambia County, Florida
INSTRUMENT 2002-988562

DEED REC STAMPS PD @ ESC CO \$ 437.50
07/25/02 ERNIE LEE MAGANA, CLERK
By: [Signature]

This instrument prepared by:
Richard M. Colbert
Clark, Partington, Hart, Larry,
Bond & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010

Parcel ID Number: 46-1S-30-2001-009-029
46-1S-30-2001-008-029

STATE OF FLORIDA
COUNTY OF ESCAMBIA

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that GAIL DITTENBER, an unmarried woman, Grantor, whose mailing address is: 1131 Bloodworth Lane, Pensacola, Florida 32504 for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto FRANCIS A. MARIANO, JR. and VICTORIAN MARIANO, husband and wife, Grantee, whose mailing address is: 3750 Piedmont Road, Pensacola, Florida 32503, Grantee's heirs and assigns, forever, the following described property, situated, lying and being in the County of Escambia, State of Florida, described as follows:

Lots 8, 9 and 10, Block 29, Brentwood Park, a subdivision according to plat recorded in Plat Book 1 at Page 11, in the Public Records of Escambia County, Florida, and being in Sections 8 and 10, Township 2 South, Range 30 West, and in Sections 46 and 47, Township 1 South, Range 30 West.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current year and subsequent years. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Grantor covenants that she is lawfully seized of an indefeasible estate in fee simple in the said property and has a good right to convey the same; that said property is free from encumbrances; that said Grantee shall have the peaceable and quiet possession thereof; and that Grantor fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents, effective the 16th day of July, 2002.

WITNESSES:

[Signature]
Kimi Reed

[Signature]
GAIL DITTENBER

Kimi Reed
Print/Type Name of Witness

[Signature]
Sharon W. Clopton

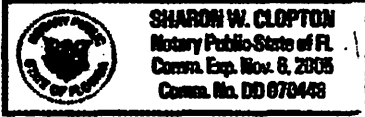
RCD Jul 25, 2002 09:08 am
Escambia County, Florida

SHARON W. CLOPTON
Print/Type Name of Witness

ERNIE LEE MAGANA
Clerk of the Circuit Court
INSTRUMENT 2002-988562

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of July, 2002 by Gail Dittenber, who () is personally known to me or (✓) who has produced FL Drivers License as identification.
0351-280-46-610-0



[Signature]
Sharon W. Clopton

(Print/Type Name)
NOTARY PUBLIC
Commission number: _____
My Commission expires: _____

(NOTARIAL SEAL)



ZONING REQUEST FORM
CITY OF PENSACOLA

Beck Property Co., Inc.
4890 Bayou Boulevard
Pensacola, Florida 32503
850/477-7044
Fax: 850/479-8736

Fax Transmittal: (850) 595-1143

To: City of Pensacola Planning Department

From: _____

Date: _____

It is kindly requested that you please provide the current and future land use map zoning for the property located at:

Property ID#: _____

Thank you for your prompt reply to this request. Our fax # is 479-8736

Current zoning: _____

Future Land Use: _____

Currently, the property may be used as:

_____ (Yes) (No)

By: _____
(Planning Staff)

Date: _____

Gregg Beck, SIOR
President

Duff Hart, SIOR
Vice President

David Valletto
Salesman/Associate

Gary Watson, CCIM
Broker - Salesman

Adrian F. Hammond, Jr.
Broker - Salesman

Darby Kenniff, CCIM
Broker - Salesman

Don Neal, CCIM
Broker - Salesman

Buddy Page
Salesman/Associate



Individual Members

Images



7/20/11



7/19/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



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 Reference: 461S302001009029 Account: 042654000 Owners: MARIANO FRANCIS A JR & VICTORIA N Mail: 3750 PIEDMONT RD PENSACOLA, FL 32503 Situs: 201 LENOX PKWY 32505 Use Code: WAREHOUSE, DISTRIBUT Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector		2014 Certified Roll Assessment Improvements: \$92,429 Land: \$19,380 Total: \$111,809 <u>Non-Homestead Cap:</u> \$111,809 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>																															
Sales Data		2014 Certified Roll Exemptions None																															
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Legal Description LTS 9 10 BLK 29 BRENTWOOD PK S /D PB 1 P 11 OR 4943 P 71/72 S EC 8/10 T 2S R 30 W & SEC 46/4 7 T 1S R 30 W																															
MLS Listing #473539		Extra Features CHAINLINK FENCE CONCRETE PAVING																															
<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>07/2002</td> <td>4943</td> <td>72</td> <td>\$62,500</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/2002</td> <td>4943</td> <td>71</td> <td>\$62,500</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>12/1995</td> <td>3882</td> <td>621</td> <td>\$100,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>12/1995</td> <td>3882</td> <td>616</td> <td>\$60,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/2002	4943	72	\$62,500	WD	View Instr	07/2002	4943	71	\$62,500	WD	View Instr	12/1995	3882	621	\$100,000	WD	View Instr	12/1995	3882	616	\$60,000	WD	View Instr			
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12/1995	3882	616	\$60,000	WD	View Instr																												

Parcel Information

[Launch Interactive Map](#)

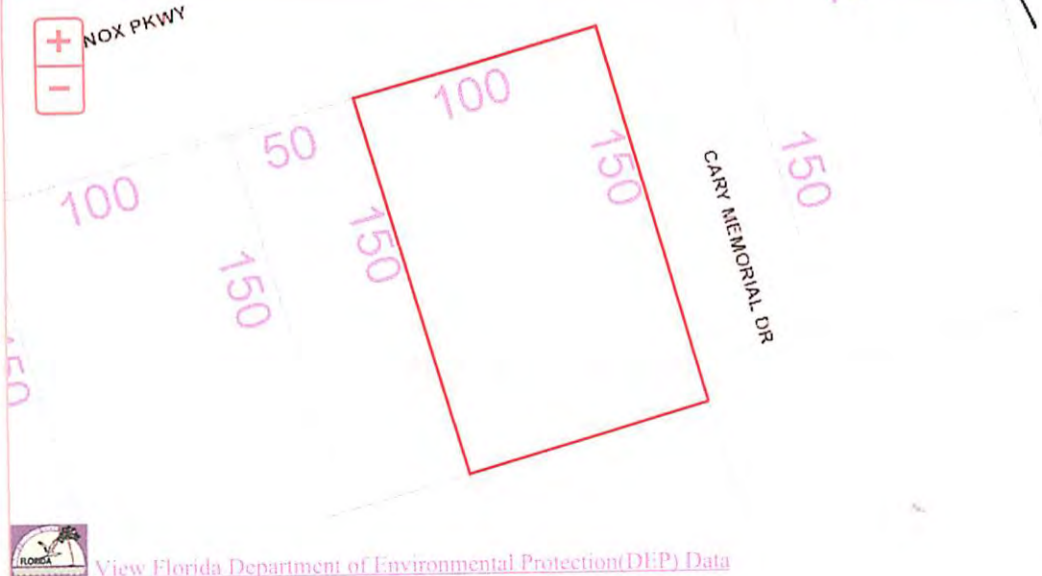
Section Map Id:

46-1S-30-1

Approx. Acreage:
0.3300

Zoned:
R-6

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

Building 1 - Address:201 LENOX PKWY, Year Built: 1987, Effective Year: 1987

Structural Elements

DECOR/MILLWORK-AVERAGE

EXTERIOR WALL-METAL-MODULAR

FLOOR COVER-CONCRETE-FINISH

FOUNDATION-SLAB ON GRADE

HEAT/AIR-NONE

INTERIOR WALL-UNFINISHED

NO. PLUMBING FIXTURES-4.00

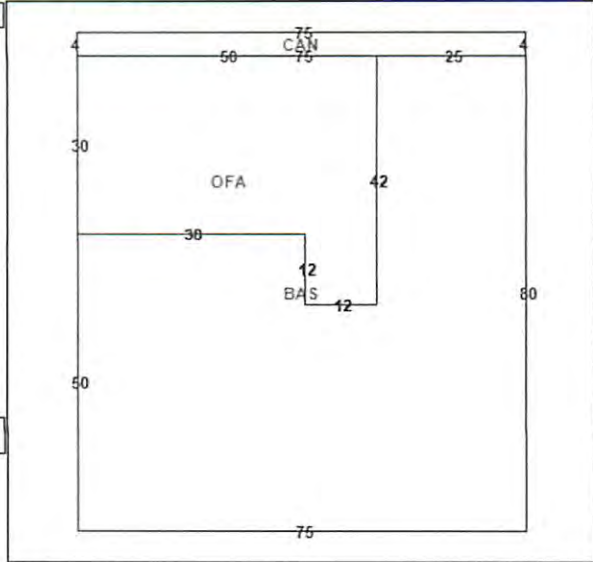
NO. STORIES-1.00

ROOF COVER-METAL/MODULAR

ROOF FRAMING-STEEL TRUSS/FRM

STORY HEIGHT-16.00

STRUCTURAL FRAME-RIGID FRAME



Areas - 6300 Total SF

BASE AREA - 4356

CANOPY - 300

OFFICE AVG - 1644

Images



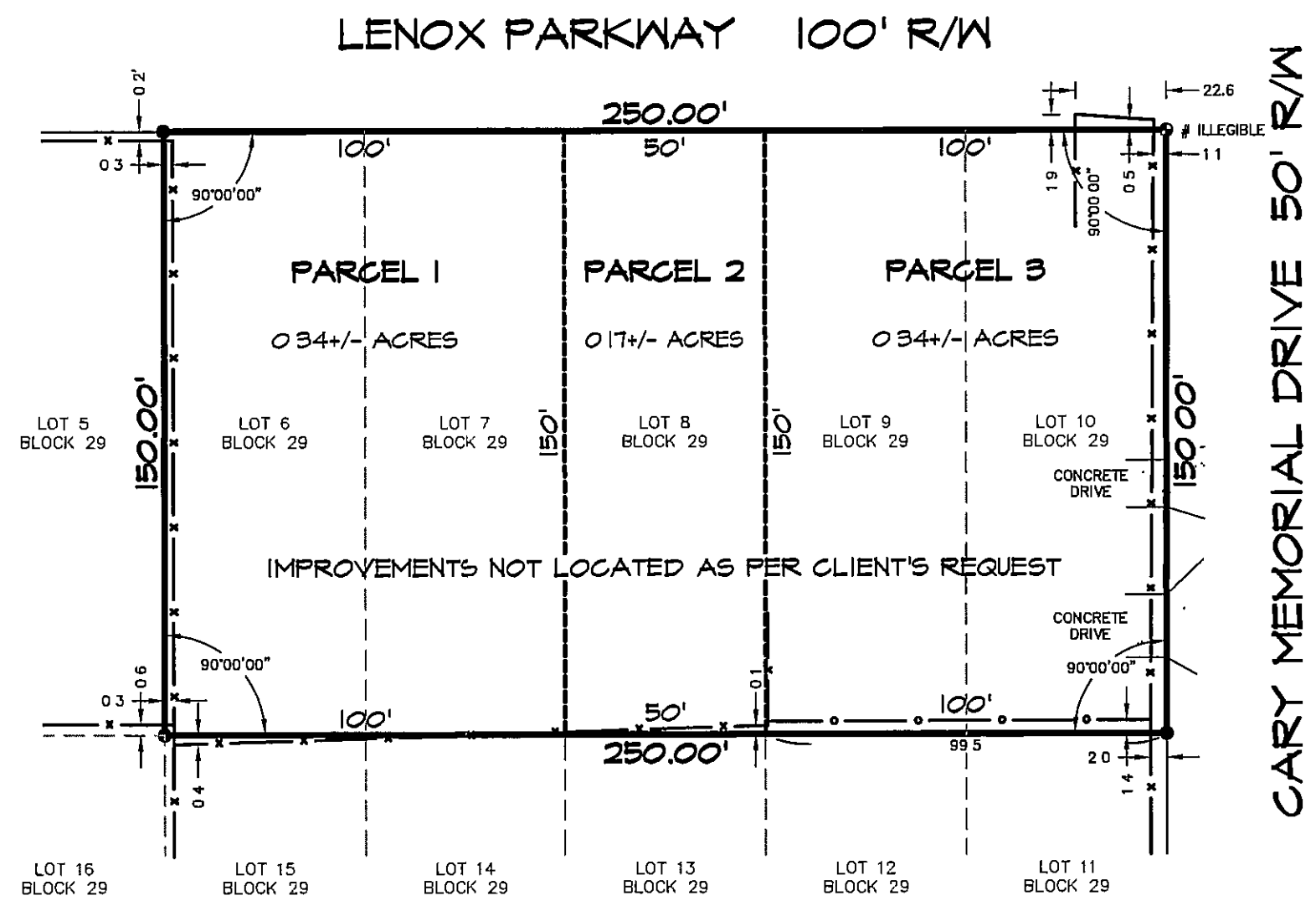
7/20/11



7/19/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

A BOUNDARY SURVEY
IMPROVEMENTS NOT LOCATED
AS PER CLIENT'S REQUEST



- LEGEND**
- R/W Right of way
 - 1/2" Capped Iron rod set #7073
 - 1/2" Capped Iron rod found #noted
 - Concrete
 - x — Chain link fence
 - o — Wood fence

SURVEYOR'S NOTES

- 1 Subject to setbacks, easements and restrictions of record
- 2 This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm
- 3 This survey does not reflect or determine ownership
- 4 This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record
- 5 Footers and foundations below natural grade not located
- 6 Boundary survey only, improvements not located as per client's request

STREET ADDRESS 201, 209 and 213 Lenox Parkway

LEGAL DESCRIPTION

PARCEL 1
Lots 6 and 7, Block 29, Brentwood Park, a subdivision according to plat recorded in Plat Book 1 at page 11, in the public records of Escambia County, Florida, and being in Sections 8 and 10, Township 2 South, Range 30 West, and in Sections 46 and 47, Township 1 South, Range 30, West

PARCEL 2
Lot 8, Block 29, Brentwood Park, a subdivision according to plat recorded in Plat Book 1 at page 11, in the public records of Escambia County, Florida, and being in Sections 8 and 10, Township 2 South, Range 30 West, and in Sections 46 and 47, Township 1 South, Range 30, West

PARCEL 3
Lots 9 and 10, Block 29, Brentwood Park, a subdivision according to plat recorded in Plat Book 1 at page 11, in the public records of Escambia County, Florida, and being in Sections 8 and 10, Township 2 South, Range 30 West, and in Sections 46 and 47, Township 1 South, Range 30, West

RECORDED PLAT BRENTWOOD PARK (PB 1, P 11), MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS

Bearing Reference N/A

Ordered By MR BUDDY PAGE Elevation Reference _____

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 050 5J-17 051 and 5J-17 052, pursuant to Section 472 027 Florida Statutes

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190

PITTMAN, PILAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32508
Phone (850) 434-6666
Fax (850) 434-6661
Email pgasurvey@hellsouth.net

SHEET 1 OF 1

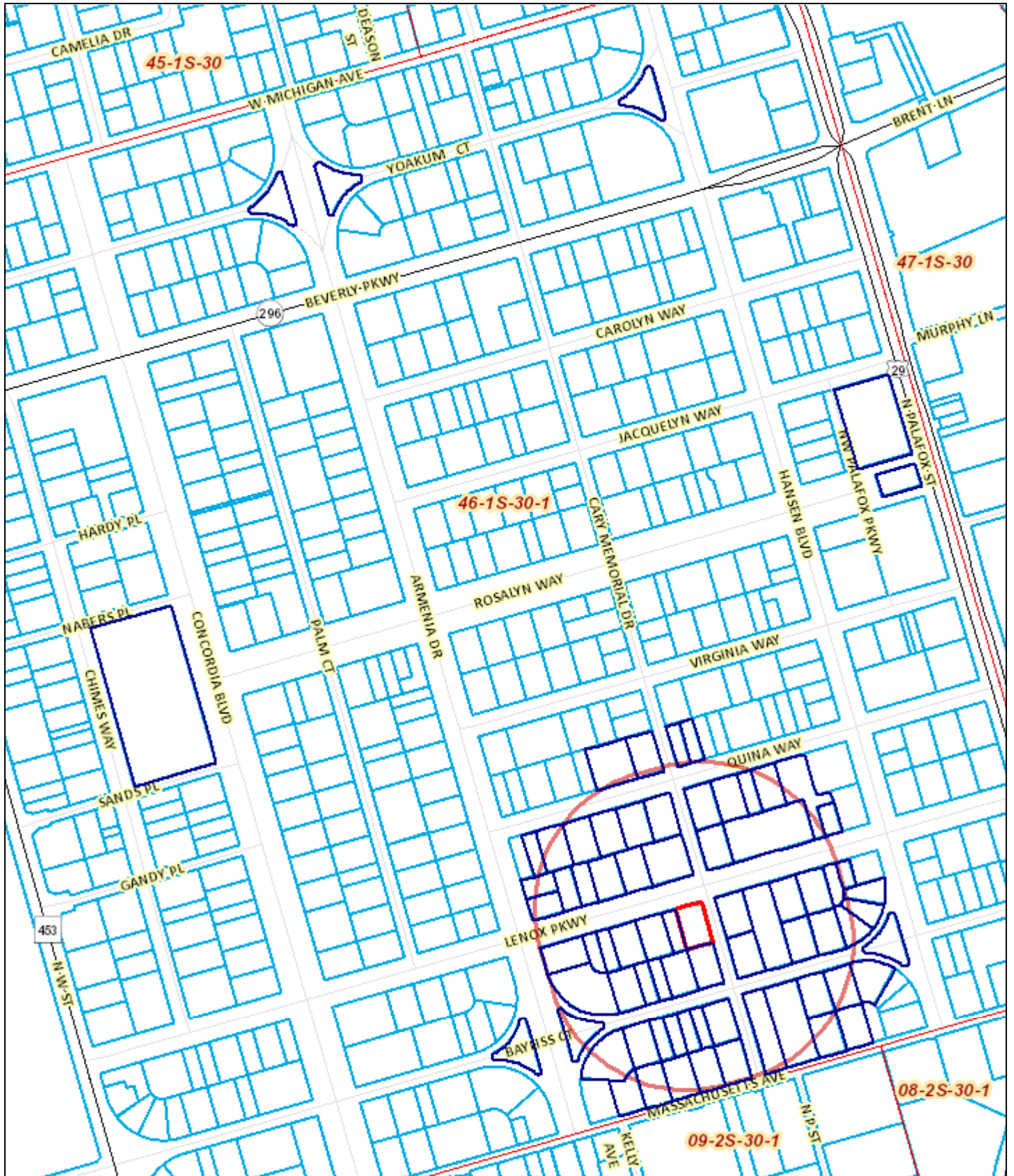
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED SURVEYOR

LB No. 7073

File No B-12,448
Job No 36192-15
Scale 1" = 40'
Date of Survey 1-30-2015
Date of Plat 2-4-2015
Date of Revision _____
FB 1534 PG 42-43
Encroachments FENCE

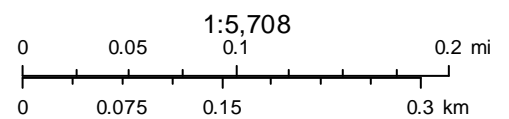
Drawn By PMJ
Checked By WJG

Chris Jones Escambia County Property Appraiser



March 10, 2015

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



MARIANO FRANCIS A JR & VICTORIA N
3750 PIEDMONT RD
PENSACOLA, FL 32503

GELANO GIOVANNI &
933 N NEW WARRINGTON RD
PENSACOLA, FL 32506

MILTON ANDREW &
524 WOODLAND DR
PENSACOLA, FL 32503

NETTLES LOUIS L & FRANCES N
2368 AMELIA LN
PENSACOLA, FL 32526

BRAZEL DOLORES M
23 CARY MEMORIAL DR
PENSACOLA, FL 32505

MARIANO FRANCIS A JR & VICTORIA N
3750 PIEDMONT RD
PENSACOLA, FL 32503

GRIGGS EUNICE
219 LENOX PKWY
PENSACOLA, FL 32505

CARROLL MAUDDEEN LIFE EST
214 BAYLISS CT
PENSACOLA, FL 32505

SUAREZ ROBERT S
223 BAYLISS CT
PENSACOLA, FL 32505

WILLIS JAMES H &
6117 TONAWANDA DR
PENSACOLA, FL 32506

TDF PROPERTIES LLC
PO BOX 17432
PENSACOLA, FL 32522

SUAREZ ROBERT
223 BAYLISS CT
PENSACOLA, FL 32505

DAVIDSON BRENDA SUE
111 BAYLISS CT
PENSACOLA, FL 32505

WILLIS CAROLYN S &
209 BAYLISS COURT
PENSACOLA, FL 32505

LOWERY MICHAEL A
210 QUINA WAY
PENSACOLA, FL 32505

BROWN CHRISTINA M
121 QUINA WAY
PENSACOLA, FL 32505

ENGRO JEANETTE
215 QUINA WAY
PENSACOLA, FL 32505

MITCHELL SELENA A
217 QUINA WAY
PENSACOLA, FL 32505

GALLANT SHARRON
891 NORTH 10TH AVE
PENSACOLA, FL 32501

FAROOQ ZAHID
6950 CABRAL ST
PENSACOLA, FL 32503

CNR SOLUTIONS INC
3530 BRIARCLIFF DR
PENSACOLA, FL 32505

BJORKLUND BARBARA
149 WINTERHAVEN DR
ALABASTER, AL 35007

ELLIOTT WILLIAM C
109 LENOX PKWY
PENSACOLA, FL 32505

WILSON CHARLES H &
4785 KELLY RD
WOODBIDGE, VA 22193

HALFORD JOHN S
5819 WOOD DUCK DR
MILTON, FL 32571

BONDS HAZEL E
117 LENOX PKWY
PENSACOLA, FL 32505

COOPER GARY D
PO BOX 212
GONZALEZ, FL 32560

ARCHER NANCY D
112 W BAYLISS CT
PENSACOLA, FL 32505

MARIANO FRANCIS
3750 PIEDMONT RD
PENSACOLA, FL 32503

KIMMONS GLORIA E
6059 SOMERSET DR
PENSACOLA, FL 32526

NINDY CORPORATION
1128 TALL PINE TRL
GULF BREEZE, FL 32561

HOLDING KING P
4933 TEALWOOD DR
PACE, FL 32571

JOHNSON DEBBIE SUAREZ
206 W BAYLISS CT
PENSACOLA, FL 32505

DAVIDSON BRENDA SUE
111 BAYLISS CT
PENSACOLA, FL 32505

KEAL SOKHORN
218 BAYLISS CT
PENSACOLA, FL 32505

DAVIDSON BRENDA SUE
111 BAYLISS CT
PENSACOLA, FL 32505

WATFORD ALLIE MAE
112 ARMENIA DR
PENSACOLA, FL 32505

HARPER MARGARET G SMITH
231 QUARRY RD
STAFFORD, VA 22554

ALEXANDROV SILVA
3119 MILLWOOD TERR # M139
BOCA RATON, FL 33431

MASON EVERETT L
416 PALM CT
PENSACOLA, FL 32505

KNIGHT PHACILLA M 1/5 INT
6066 SONGBIRD DR
PENSACOLA, FL 32503

DAVIDSON BRENDA SUE
111 BAYLISS CT
PENSACOLA, FL 32505

KIMBRO ENZOR L & EDNA P
109 QUINA WAY
PENSACOLA, FL 32505

LILLO CHARLES A TRUSTEE FOR
441 WOODBINE DR
PENSACOLA, FL 32503

JERKINS GARY W 1/2 INT
202 QUINA WAY
PENSACOLA, FL 32505

VANN JOHN H LIFE EST &
133 QUINA WAY
PENSACOLA, FL 32505

SELLERS MIMS F
201 QUINA WAY
PENSACOLA, FL 32505

RUPRIGHT SUSAN KITCHENS
2017 PLANTATION OAKS DR
NAVARRE, FL 32566

CARNLEY ELISA J
119 W LENOX PKWY
PENSACOLA, FL 32505

ROBINSON DRIEK A & VICKI L
PSC 2 BOX 9276
APO, AE 09012

LEWIS ADAM V &
110 BAYLISS CT 1/2
PENSACOLA, FL 32505

SPEIGLE BETTY &
110 BAYLISS CT
PENSACOLA, FL 32505

CARNLEY MARK & ELISA J
119 W LENOX PKWY
PENSACOLA, FL 32505

HINSON JOHN A & HELEN
2803 W BOBE ST
PENSACOLA, FL 32505

LARSON LARRY W & SYLVIA A
202 BAYLISS CT
PENSACOLA, FL 32505

RAINWATER SUSAN
23 CARY MEMORIAL DR
PENSACOLA, FL 32505

ALL PARKS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

SUAREZ ROBERT & LISA
223 BAYLISS CT
PENSACOLA, FL 32505

BLACKMON DANNY R
106 RIVER ANNEX RD
CANTONMENT, FL 32533

LANIER VERONA LEE
202 LENOX PKWY
PENSACOLA, FL 32505

BURKETT GEORGE F JR &
200 MASSACHUSETTES AVE
PENSACOLA, FL 32505

FRESH MANNA TABERNACLE INC
114 LENOX PKY
PENSACOLA, FL 32505

KIMBRO ENZOR L & EDNA P
109 QUINA WAY
PENSACOLA, FL 32505

KIMBRO ENZOR L & EDNA P
109 QUINA WAY
PENSACOLA, FL 32505

LILLO CHARLES A TRUSTEE FOR
441 WOODBINE DR
PENSACOLA, FL 32503

BLACKMON DANNY R
106 RIVER ANNEX RD
CANTONMENT, FL 32533

DAVIDSON BRENDA SUE
111 BAYLISS CT
PENSACOLA, FL 32505

WILSON BRYON MACK TRUSTEE
737 BOULDER CREEK DR
PENSACOLA, FL 32514

EDWARDS KATARINIA
138 QUINA WAY
PENSACOLA, FL 32505

KING TINA
134 W QUINA WAY
PENSACOLA, FL 32505



Board of County Commissioners • Escambia County, Florida

Keith Wilkins, Director
Community & Environment Department

Clara Long, Division Manager
Community Redevelopment Agency

March 26, 2015

Horace Jones, Director
Escambia County Planning & Zoning Division
3363 West Park Place
Pensacola, FL 32505

SUBJECT: REZONING CASE Z-2015-07

Horace,

Community Redevelopment Agency (CRA) supports the Planning and Zoning staff findings in all six criteria. In addition to staff findings, CRA is providing additional comments that support the strategy of the adopted Palafox Redevelopment Plan. CRA redevelopment plan continues to support existing development patterns and promote a compatible future development pattern. CRA redevelopment plan continues to support the zoning policies that protect residential neighborhoods in maintaining the integrity of that community. CRA redevelopment plans does not support and deter future random rezoning and spot zoning. With this proposed area being predominantly residential uses, the redevelopment plans encourage the establishment and maintenance of a suitable residential environment. Within the CRA Palafox District, most of the C-2 commercial zoning and some scattered C-1 zonings are located primarily along the commercial corridors.

If you need further assistance, please contact me at 595-3596.

Sincerely,

Clara Long

Clara Long, Division Manager
Community Redevelopment Agency

Planning Board-Rezoning

5. C.

Meeting Date: 04/07/2015
CASE : Z-2015-08
APPLICANT: Anthony Picheo, Agent for John Martin, Owner
ADDRESS: 1100 Block of Clymil Dr
PROPERTY REF. NO.: 01-1N-31-2301-000-004
FUTURE LAND USE: MU-S, Mixed-Use Suburban
DISTRICT: 5
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 05/07/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VR-1, Villages Rural Residential District (one unit per four acres)

TO: VR-2, Villages Rural Residential District (one unit per .75 acre)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to VR-2 **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1 because the current future land use allows for residential uses which is consistent with the surrounding uses in the area of the subject parcel. The property is utilizing the existing public road, utilities and infrastructure.

CRITERION (2)

Consistent with The Land Development Code.

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

LDC 6.05.23. VR Villages Rural Residential Districts.

A. Intent and purpose of districts. Single-family residential district characterized by rural land development patterns. Rural community nonresidential uses are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Mobile home subdivisions are allowed. Mobile home parks are allowed as conditional uses. Parcels designated as VR are generally not assessed as agriculturally productive parcels. **VR-1** densities reflect large lot rural land development patterns, while **VR-2** densities reflect the need for more affordable lot sizes for single family and mobile home development. Refer to Article 11 for uses, heights and densities allowed in VR, villages rural residential areas located in the Airport/Airfield Environs

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The subject parcel had been previously split and made the lot nonconforming with the current VR-1 zoning, which requires a minimum lot area of 4 acres. VR-2 allows for the same rural community uses as VR-1, with the VR-2 densities reflecting smaller lot sizes of one dwelling unit per .75 acre.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts VR-1 VR-2 and V-3. The majority of parcels within the area of the subject property are currently VR-1 or VR-2 and range from .41 acres to 5 acres in size. The request to rezone to VR-2 would allow the applicant the ability to construct a single-family residence on the 3.1 acre parcel and remain be compatible to other properties in the vicinity.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed conditions** that would impact the amendment or property(s). The adjacent parcel to the south of the subject parcel was rezoned from VR-1 to V-3 in 2007.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

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

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

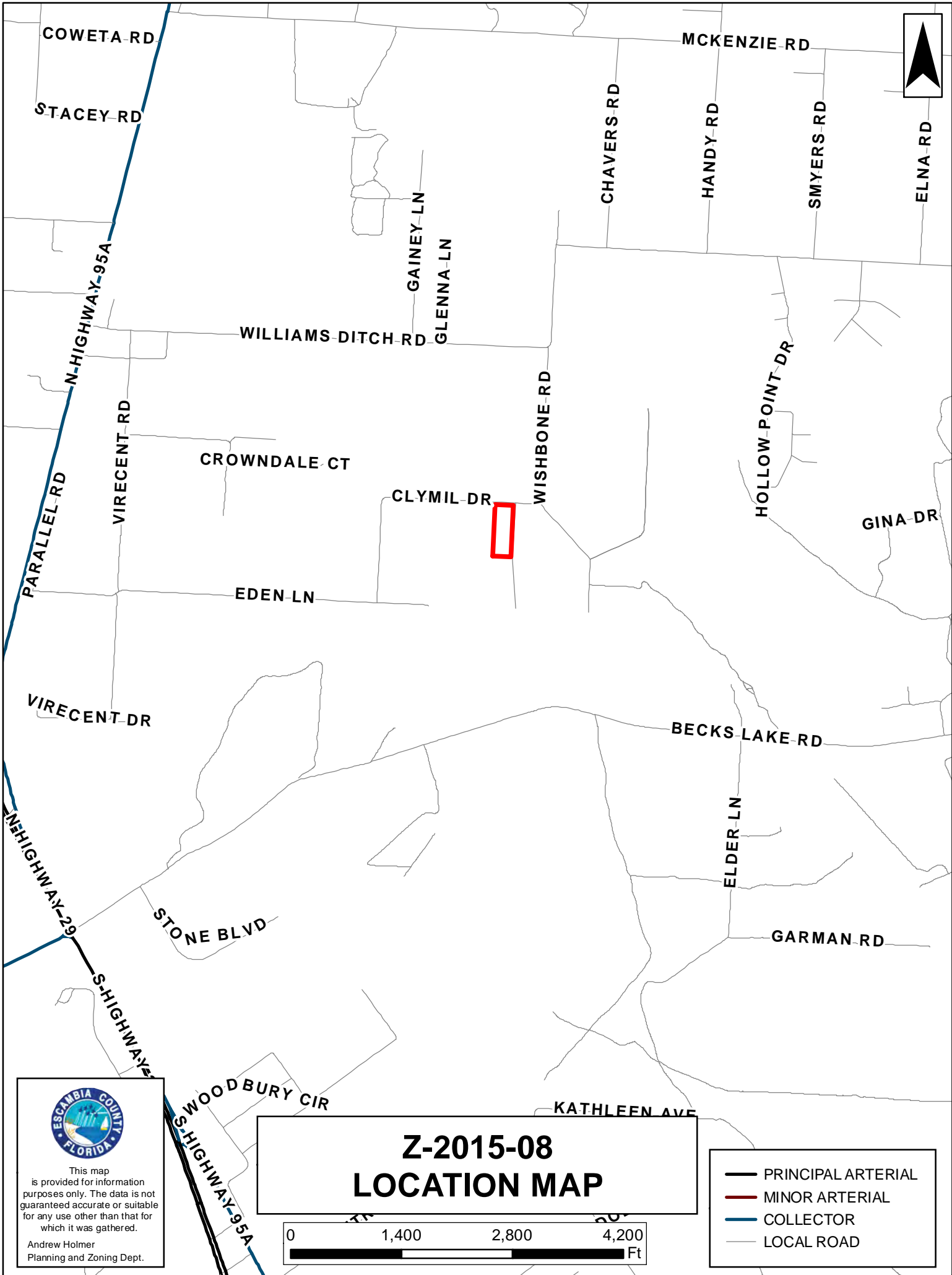

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern because the request for rezoning remains in the village rural zoning designation which allows for single family with rural development patterns and smaller lot sizes.

Attachments

Z-2015-08

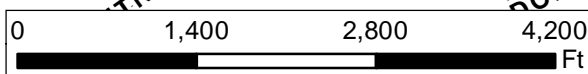
Z-2015-08








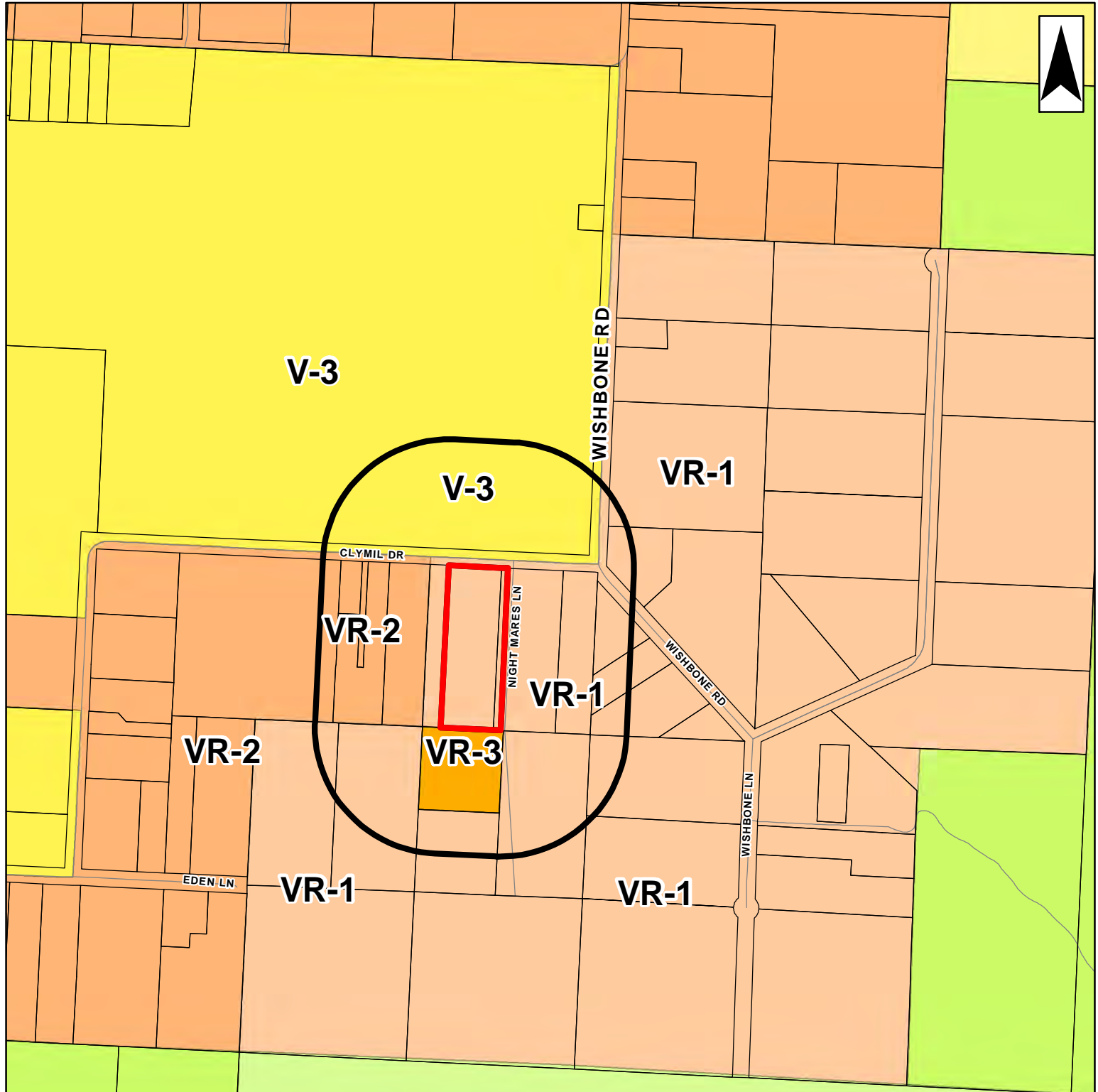

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2015-08 LOCATION MAP



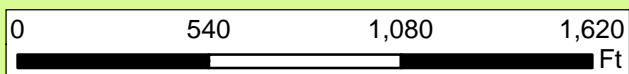
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD









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.

Z-2015-08
500' RADIUS ZONING



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



MU-S

MU-S

CLYMIL DR

WISHBONE RD

MU-S

NIGHT MARES LN

WISHBONE RD

WISHBONE LN

EDEN LN

MU-S

MU-S



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.

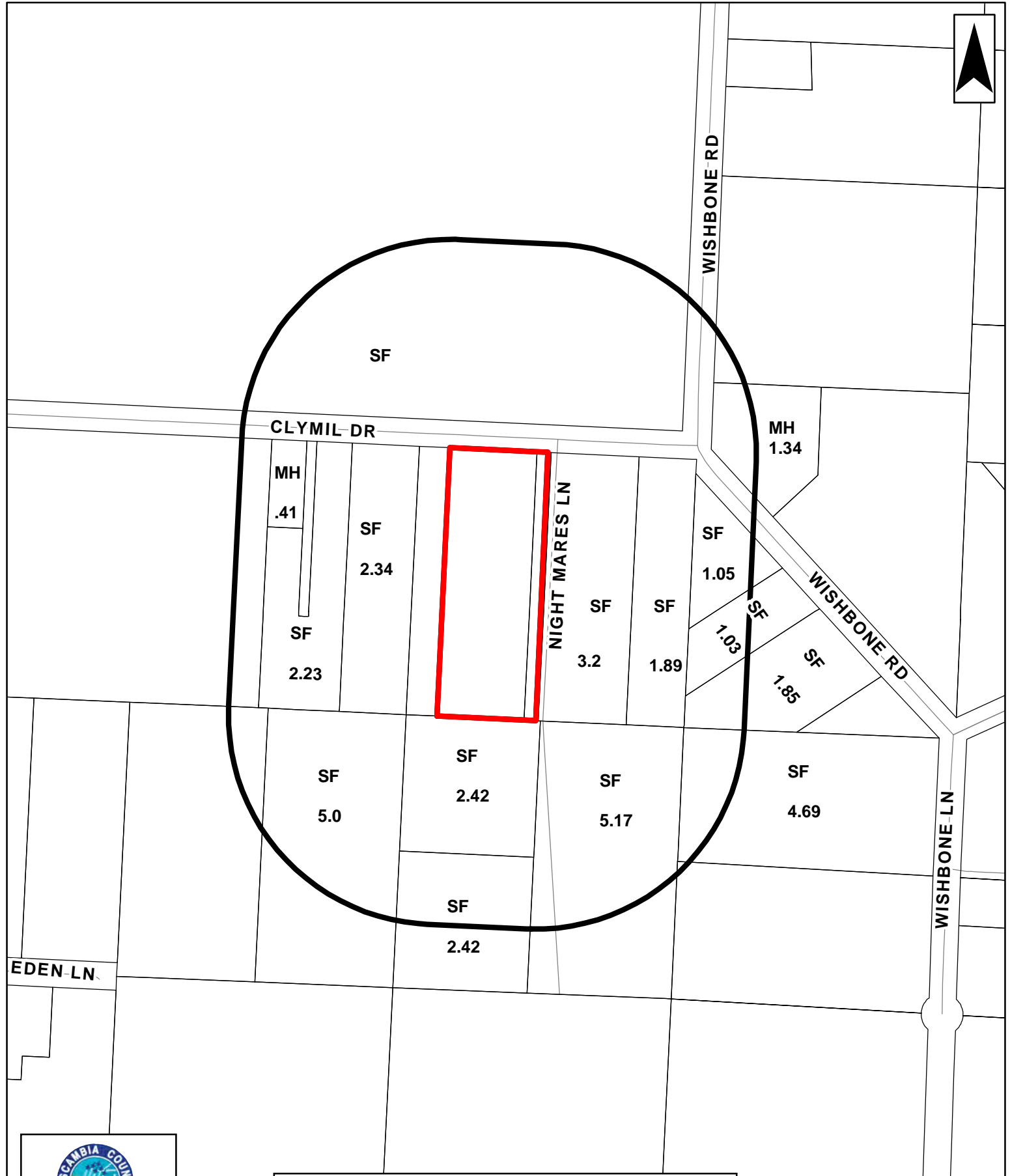
Andrew Holmer
Planning and Zoning Dept.

AG

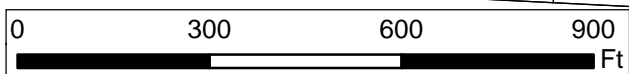
Z-2015-08 FUTURE LAND USE



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



Z-2015-08 EXISTING LAND USE



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



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

Andrew Holmer
Planning and Zoning Dept.



CLYMIL DR

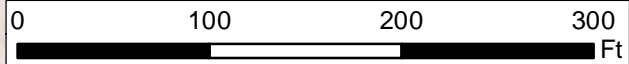
NIGHT-MARES LN








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.

Z-2015-08 AERIAL MAP



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

Public Notice Sign





Looking directly onto subject property



Looking Southwest onto subject property



Looking West across subject property



Looking South along Night Mare Lane on the East side of property



Current friendly occupant



Looking East on Clymil Dr



Looking across Clymil from
subject property



Looking West from Clymil Dr

Application for rezoning

Subject: 01-1n-31-2301-000-004

Location: 1100 Blk Clymil Drive

The request is submitted for a rezoning of the property located at the 1100 Blk Clymil Drive described as 01-1N-31-2301-000-004. The property currently is zoned VR1 and is used to board horses. The property's size, 3.1 acres, excludes it as a site to build a home as it is currently zoned. Therefore, I request a rezoning to VR2 which would allow me to build a home on the property. A rezoning of the subject property would keep the property consistent with the Comprehensive Plan of the surrounding neighborhood. The surrounding properties are residential and zoned VR2, VR3 and V3. There appears to be no issues with rezoning the property to VR2 with respect to the Land Development Code and would allow a home to be build compatible with the neighborhood surrounding the subject property and in harmony with the neighborhood development patterns as a single family residence. There has been rezoning to some of the surrounding properties as recently as 2007 (to VR3). The rezoning and subsequent development of the subject property would present no known environmental effects with respect to permitting and such. A rezoning and single family home being built on the subject property would seem to be a logical step when the neighborhood development patterns are considered.

Respectfully submitted,

Anthony V. Picheo

850-393-4754

2/17/15



Development Services Department

Escambia County, Florida

PLANNING BOARD REZONING PRE-APPLICATION SUMMARY FORM

01-1W-31-2301-000-004
Property Reference Number

Anthony Picheo
Name

1100 BIK Cymil Dr
Address

Owner Agent

Referral Form Included? Y N

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: VR-2 Size of Property: 3.1 +/-
 Future Land Use: MU-5 Commissioner District: 5
 Overlay/AIPD: NO Subdivision: _____
 Redevelopment Area*: NO

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: VR-2

Is Locational Criteria applicable? NO If so, is a compatibility analysis required? No

Reason from VR-1 to VR-2 Surrounding zoning is VR-2 + Future land use is MU-Suburban. Applicant has contract for sale on parcel

PB meeting April 7th. Deadline to submit paperwork March 5th
BCC meeting May 14th

cf Applicant did not provide Boundary Survey - will bring in by Wed March 11th or project will be pulled from agenda. AC

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process

BOA DRC Other: _____
Process Name

Staff present: A. Cain Date: 2/17/15

Applicant/Agent Name & Signature: CyVR

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: VR1 to: VR2

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

Owner(s) Name: John Martin Phone: _____

Address: 900 Night Mares Ln Cantonment 32533 Email: _____

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: 1100 BLK Clym. I Dr

Property Reference Number(s)/Legal Description: 01-1N-31-2301-000-004

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]
Signature of Owner/Agent

Anthony V. Picheo
Printed Name Owner/Agent

3/5/15
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 5th day of March 20 15,
by Anthony Picheo

Personally Known OR Produced Identification Type of Identification Produced: FLP200 01878323-0 Exp 2020

Margaret A. Cain
Signature of Notary
(notary seal must be affixed)

Margaret A. Cain
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: 2-2015-08

Meeting Date(s): 4/7/15, Bcc 5/7/2015 Accepted/Verified by: A Cain Date: 3/5/15

Fees Paid: \$1,270.50 Receipt #: _____ Permit #: _____



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2015-08

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1100 BLK Cymil Dr,
Florida, property reference number(s) 01-1W-31-2301-000-004
I hereby designate Anthony Picheo 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) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 2 day of March 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.

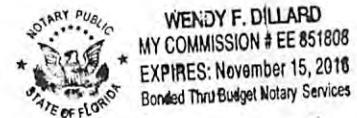
Agent Name: Anthony Picheo Email: peachdang78@yahoo.com
Address: 6082 Four Star Farm Rd Phone: 850-393-4754
Molino FL 32577

<u>[Signature]</u> Signature of Property Owner	<u>John R. MARTIN</u> Printed Name of Property Owner	<u>3/2/15</u> Date
<u>[Signature]</u> Signature of Property Owner	<u>John R. MARTIN</u> Printed Name of Property Owner	<u>3/2/15</u> Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 2 day of March 2015
by John Robert Martin

Personally Known OR Produced Identification . Type of Identification Produced: Florida Driver License

Wendy F Dillard Wendy F Dillard (Notary Seal)
Signature of Notary Printed Name of Notary





CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 01-1N-31-2301-000-004

Property Address: 1100 Blk C/ymil Dr

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 2 DAY OF March, YEAR OF 2015.

[Signature]
Signature of Property Owner

Anthony V. P. [Signature]
Printed Name of Property Owner

3/2/15
Date

Signature of Property Owner

Printed Name of Property Owner

Date

Janet Holley

Ad Valorem Taxes and Non-Ad Valorem Assessments

Escambia County Tax Collector

REAL ESTATE 2014 12925

Account Number	Payor	Exemptions	Taxable Value	Millage Code
11-2389-100		See Below	See Below	06

MARTIN JOHN R
 900 NIGHT MARES LN
 CANTONMENT FL 32533

011N31-2201-000-004 1100 CLYMIL DR
 BLK BEG AT SW COR OF SEC N 0 DEG
 11 MIN 9 SEC W ALG W LI 1321
 41/100 FT TO SW COR OF N 1/2 OF SW
 1/4 OF SEC N 89 DEG 38 MIN 51 SEC
 E ALG S LI OF N 1/2 OF SW 1/4 OF
 SEC 2051 29/100 FT FOR POB See Tax
 Roll For Extra Legal

Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.6165		\$33,295	\$220.30
PUBLIC SCHOOLS				
By Local Board	2.0850		\$33,295	\$69.42
By State Law	5.2370		\$33,295	\$174.37
WATER MANAGEMENT	0.0390		\$33,295	\$1.30
SHERIFF	0.6850		\$33,295	\$22.81
M.S.T.U. LIBRARY	0.3590		\$33,295	\$11.95
Total Millage	15.0215	Total Taxes		\$500.15
Non-Ad Valorem Assessments				
Code	Levying Authority		Amount	
NFP	FIRE - 595-4960		\$11.09	
Total Assessments			\$11.09	
Taxes & Assessments				\$511.24

MONA M. MARTIN, PROFESSIONAL SURVEYOR & MAPPER

SHEET 2 OF 2

"This Survey Report not full or complete without the attached Survey Map "

THE SURVEY HEREON DEPICTED IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

Survey Report No 1590-21m

Deed Description (O R. Book 5173, Page1802)

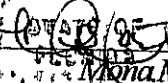
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN NORTH 00 DEGREES 11 MINUTES 09 SECONDS WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1321 41 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION (SAID POINT LYING SOUTH 00 DEGREES 11 MINUTES 09 SECONDS EAST, A DISTANCE OF 3964 22 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 1), THENCE RUN NORTH 89 DEGREES 38 MINUTES 51 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 2051 29 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89 DEGREES 38 MINUTES 51 SECONDS EAST, A DISTANCE OF 237 71 FEET TO AN INTERSECTION WITH THE WEST LINE OF AN EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2249, AT PAGE 886 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE RUN NORTH 00 DEGREES 27 MINUTES 23 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 639 89 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CLYMIL DRIVE (66' R/W), THENCE RUN NORTH 89 DEGREES 53 MINUTES 08 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 234 85 FEET, THENCE RUN SOUTH 00 DEGREES 11 MINUTES 59 SECONDS EAST, A DISTANCE OF 641 80 FEET TO THE POINT OF BEGINNING SAID PARCEL BEING 3 48 ACRES IN AREA MORE OR LESS

Surveyors Notes

- 1 Date of Last Field Work. 3/4/15(Boundary Survey with Improvements)
- 2 Information for survey furnished by client.
- 3 There are no encroachments except as shown here on
- 4 The undersigned Surveyor has not been provided a current Title Opinion or Abstract of matters affecting the title or Boundary to the subject property. It is possible that there Deeds, unrecorded deeds easements, or other instruments which could affect the boundaries
- 5 The term Certify* or Certification* as used on this Plat is understood to be the professional opinion of the Surveyor which is formulated on his/her best knowledge, information and belief, and as such, it does not constitute a guarantee or Warranty, either expressed or implied. Furthermore the Surveyor does not assume responsibility and shall not be liable for claims arising from erroneous or incorrect information furnished by the Owner Lender or Owners' Contractors or others, which is used as a basis to formulate the Surveyors Opinion.
- 6 No Utilities, underground or overhead improvements have been located except as shown on Survey Map
- 7 The physical use of this property is Vacant and is accessed by Clymil Road.
- 8 This surveyor did some research on adjoining properties
- 9 Bearings based on South line of deed description as having a value of N89°38'51"E.
- 10 The expected use of this property is Suburban. The minimum horizontal accuracy for this type of Survey is One Foot per 7500 feet. This Survey exceeds this minimum requirement and measurements are in U S Feet
Certain portions of this Survey may be shown off scale for better representation and/or clarity of Survey Findings
- 11 This Survey does not determine ownership of Property
- 12 Coordinates based on Assumed/Unpublished Datum.
- 13 This Survey is certified only to John Martin

State of Florida, County of Escambia

Signed



Date 5, March 2015

Professional Surveyor and Mapper, FL Cert. No 6111

Unless it bears the Signature and Original Raised Seal of a Florida Licensed Surveyor and Mapper This Map or Sketch is for informational purposes only, and is NOT VALID.

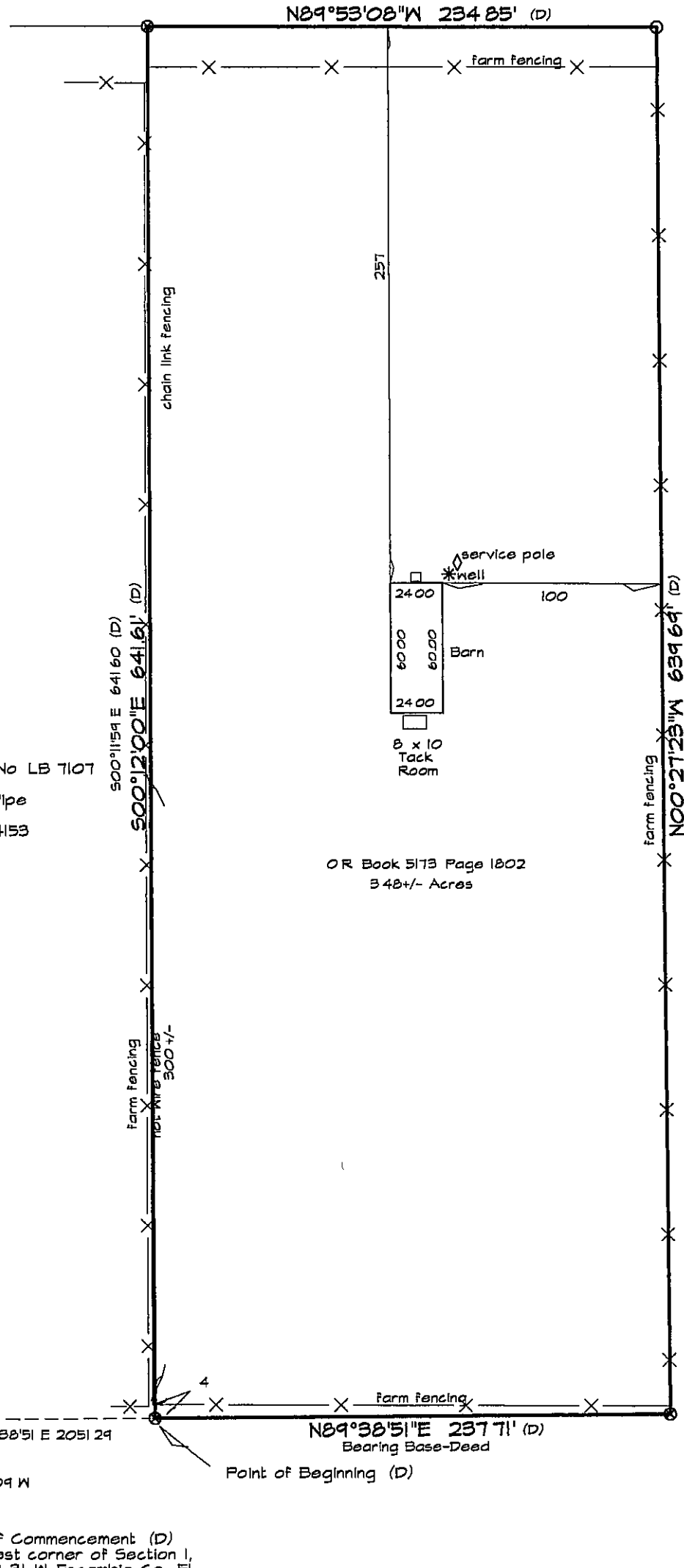
"This Survey not full or Complete without the Surveyors Report "
 "The Survey hereon depicted is not Covered by Professional Laibility Insurance"

MONA M MARTIN
 Surveyor and Mapper

4289 Liddon Street
 Marianna Florida 32448
 ph:(850)526-2432 fax 526-2408
 email:mmm6111@earthlink.net



Clymill Drive
 centerline (66 right of way-paved)



- Legend
- ⊗ = Found 1/2" Iron Rod/Cap No LB 7107
 - = Found 1" Unmarked Iron Pipe
 - = Found Iron Rod/Cap No 4153
 - (D) = Deed of Record Call

OR Book 5173 Page 1802
 3.48 +/- Acres

Easement
 Nightmare Lane
 OR Book 2249 Page 836

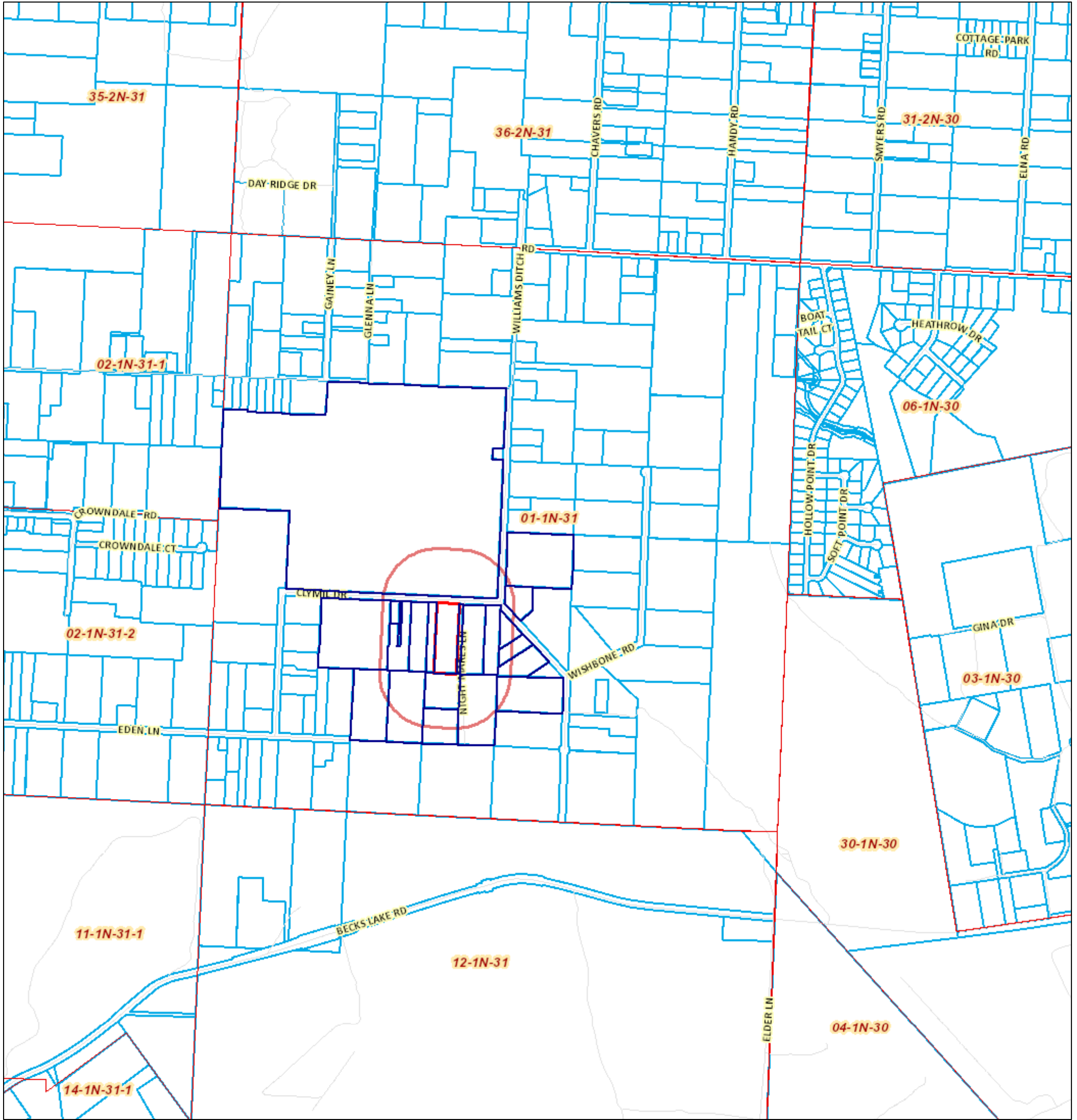
Property Address
 1100 Blk Clymill Drive
 Cantonment, FL

NOTE
 All bearings and distances are field
 measured unless otherwise denoted

SHEET 1 OF 2

Map of Boundary Survey with Improvements For John R Martin	
Scale 1"=60'	SW1/4 of Section 1 T-1-N R-31-W of
Date 3/5/2015	Escambia County Florida
Revised	Drawn By mmm
Job 1590-21m	Surveyor Mona M Martin PSM No 6111

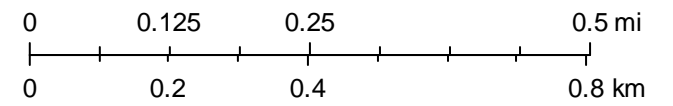
Chris Jones Escambia County Property Appraiser



March 10, 2015

1:10,858

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



MARTIN JOHN R
900 NIGHT MARES LN
CANTONMENT, FL 32533

ALLEN BARBARA GAIL
1345 WISHBONE RD
CANTONMENT, FL 32533

TAYLOR WINDELL
943 MASSACHUSETTS AVE OFC
PENSACOLA, FL 32505

CONSTANTINE GARRY
1428 WISHBONE RD
CANTONMENT, FL 32533

HORTON LINDSAY W SR &
1354 WISHBONE RD
CANTONMENT, FL 32533

TALTON STAFFORD &
1355 WISHBONE RD
CANTONMENT, FL 32533

ADAMS JAMES J & SUSAN DIANE
PO BOX 660
CANTONMENT, FL 32533

TRIPP HARRY L JR &
1153 CLYMIC DR
CANTONMENT, FL 32533

BROOKS MARY
1300 WILLIAMS DITCH RD
CANTONMENT, FL 32533

FORD TERESITA L
1195 CLYMIL DR
CANTONMENT, FL 32533

KINSER KYLE &
1165 CLYMILL DR
CANTONMENT, FL 32533

BROWN CASEY
1223 WISHBONE LN
CANTONMENT, FL 32533

WHITE JOHN D & ANN F
930 NIGHT MARES LN
CANTONMENT, FL 32533

SHEHADI DAVID E
735 ALPINE DR
PENSACOLA, FL 32503

CREIGHTON MILDRED &
1150 CLYMIL DR
CANTONMENT, FL 32533

PENTON DARREN &
951 NITE MARES LN
CANTONMENT, FL 32533