

AGENDA
ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING
November 3, 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-2015-19
Applicant: Brad McLaughlin, Agent for Long & Moore Land Company, LLC.,
Owner
Address: 1700 Block Jacks Branch Road
Property Size: 160.93 (+/-) acres
From: Agr, Agricultural district (one du/per 20 acres)
To: LDR, Low Density Residential district, Detailed Specific Area
Plan Land Use Conservation Neighborhood (three du/acre)
6. Adjournment.

Planning Board-Rezoning

5. A.

Meeting Date: 11/03/2015
CASE : Z-2015-19
APPLICANT: Brad McLaughlin, Agent for Long & Moore Land Company, LLC., Owner
ADDRESS: 1700 Block Jacks Branch Road
PROPERTY REF. NO.: 30-2N-31-4000-000-000
FUTURE LAND USE: AG, Agriculture
DISTRICT: 5
OVERLAY DISTRICT: Optional Sector Plan (OSP), Jacks Branch Detailed Specific Area Plan (DSAP)
BCC MEETING DATE: 12/10/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: Agr, Agricultural district (one du/per 20 acres)

TO: LDR, Low Density Residential district, Detailed Specific Area Plan Land Use Conservation Neighborhood (three 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)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

FLU 16.5.2 The OSP shall contain a mixture of residential neighborhoods that vary in regards to dwelling unit type and density. The location of these neighborhoods shall be generally consistent with the conceptual long-term build-out overlay. The intent of these neighborhoods is to provide a variety of housing options and within close proximity to schools and parks as well as retail, service, and employment opportunities. The location

and design of new neighborhoods shall be such that they ensure the continued protection of natural resources and existing neighborhoods, promote a strong sense of community, and provide access to nearby recreational opportunities.

FLU 16.6.2 Approval of zoning changes shall be based on consistency with the OSP principles and guidelines outlined in FLU 16.1.1. Specifically, such changes shall consider the impact on the overall DSAP in terms of the central focus of the land uses in the DSAP, with higher density in general proximity to Centers.

FLU 16.6.3 Once a DSAP is adopted by the Board of County Commissioners, all applications for development approval (i.e., lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted DSAP.

FINDINGS

As requested by the applicant and based on the legal description and boundary survey prepared, signed and certified by Merrill Parker Shaw, Inc., Professional Engineering and Surveying Services, dated 10/23/03, (Exhibit A), the proposed amendment to Low Density Residential, DSAP land use designated Conservation Neighborhood, **is consistent** with the intent and purpose of CPP FLU 16.5.2, based on the adopted allowed zoning densities and intensities delineated within the Escambia County Mid-West Sector Plan, Jacks Branch DSAP. The proposed amendment to Low Density Residential will comply with the allowed target densities identified in the Land Use Plan and Development Program, Section 2.02 of the Development Program for each Branch. The proposed amendment, by zoning district, is consistent with CPP FLU 16.6.2, as the adopted DSAP and described zoning districts are compatible to the land uses identified in Figure 2.01.A, Final Land Use Plan.

Criterion b., LDC Sec. 2-7.2(b)(4)

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. The proposed rezoning request is necessary to maintain consistency with the underlying existing zoning districts of the surrounding properties, while abiding to the designated target densities identified by the standards contained in the adopted DSAPs. At the time of individual development submittal, each project will be evaluated separately to ensure compliance with densities and all other design standards as outlined in the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan (DSAP).

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. The Conservation Neighborhood Land Use is the least intense development allowed under the DSAP; the performance guidelines for this type of development establish a more effective use of land and infrastructure by offering landowners alternatives to conventional, large lot development and incentivizing the conservation of natural resources. Based on the community design principles used to develop the DSAP and using the guidelines contained within the Escambia County Mid-West Sector Plan, the proposed conservation neighborhood land use will be consistent with the Development Program for Jacks Branch and compatible with the overall intent of the Plan. Staff found the following surrounding existing land uses: thirty one single family residences, two parcels used for timberland, one parcel with improved agricultural-residential use and two mobile homes.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

There are **changed conditions** that would impact the amendment or property(s). The proposed amendment includes a request for a parcel located within the boundaries of the adopted Escambia County Mid-West Sector Plan, Jacks Branch DSAP. The underlying zoning districts guide the development standards for individual properties, while large development proposals are regulated by the Final Land Use Plan Map and the design standards of the DSAP.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

One of the primary goals of the Sector Plan is to encourage cohesive and sustainable development patterns within central Escambia County, emphasizing urban form and the protection of regional resources and facilities. Based on the Escambia County Mid-West Sector Plan, DSAP document, the proposed amendment **would result** in a logical and orderly development pattern. Any individually proposed development, in the future, will

be reviewed and approved through the Site Plan Review process.

Criterion f., LDC Sec.2-7.2(b)(4)

Effect on natural environment

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were indicated** on the subject properties. The applicant has included a survey depicting a rough estimate of the existing wetlands within the boundaries of the parcels. FLU 16.4.6.3 states that land within a DSAP and located within areas designated as Low-Impact Natural Resource Areas (LINRAs), will be evaluated during the development review process for environmental significance. Land uses, densities, and intensities will be that of the underlying land use plan. However, wetlands and other environmentally sensitive lands as defined in Section 3.04 will be subject to the relevant requirements of Conservation Policies 1.3.7, 1.3.8 and Conservation objective 1.4. Lands identified through the permitting process for preservation shall be protected through the recordation of conservation easements consistent with guidelines of the DSAP and Florida Statutes.

Attachments

Z-2015-19

Z-2015-19



HIGHWAY-196

BLANC LN

NOIR LN

BLEU LN

SCHIFKO RD

APPLE WOOD LN
JACKS BRANCH RD

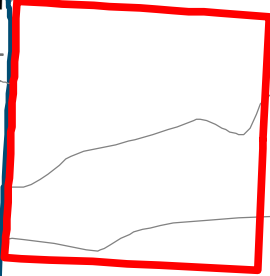
STOUT RD

MATHISON RD

COUNTRY HILLS DR

BEAVER DAM LN

LAWSON LN



VANTAGE RD

**BALDWIN
COUNTY
ALABAMA**

JOHN WILSON RD

PERDIDO LAKE RD

OLD BRIDGE RD

LAVANDA LN

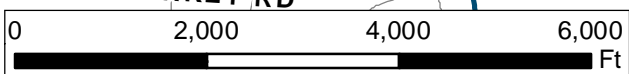
DARBY RD







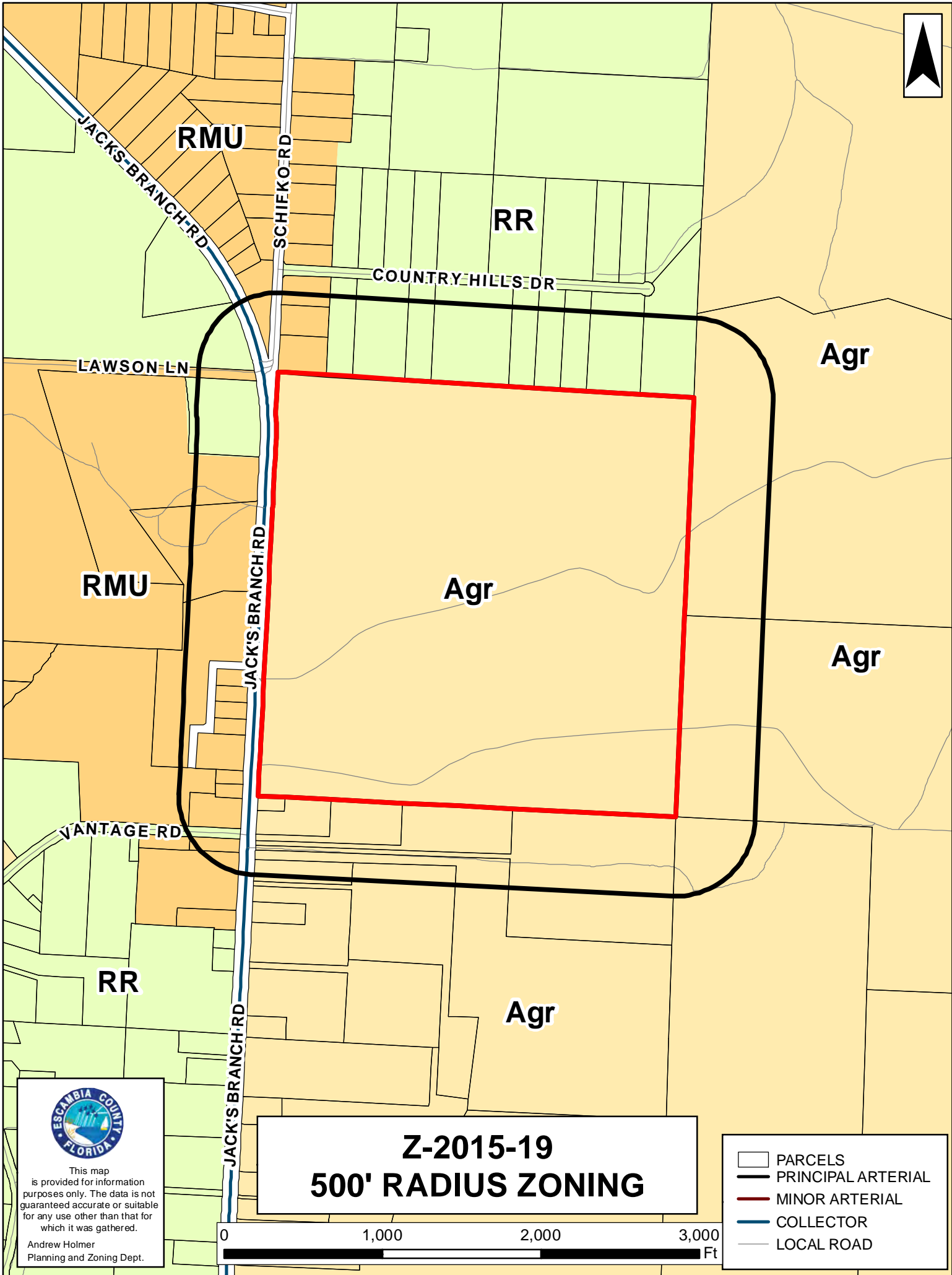
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2015-19 LOCATION MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



RMU

RR

Agr

LAWSON LN

COUNTRY HILLS DR

RMU

Agr

Agr

VANTAGE RD

RR

Agr

JACK'S BRANCH RD

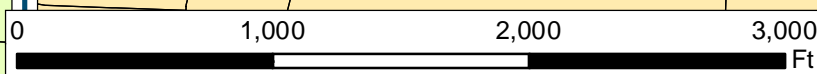
SCHIFKO RD



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Andrew Holmer
Planning and Zoning Dept.

Z-2015-19 500' RADIUS ZONING



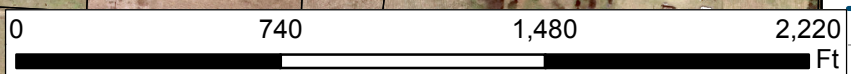
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



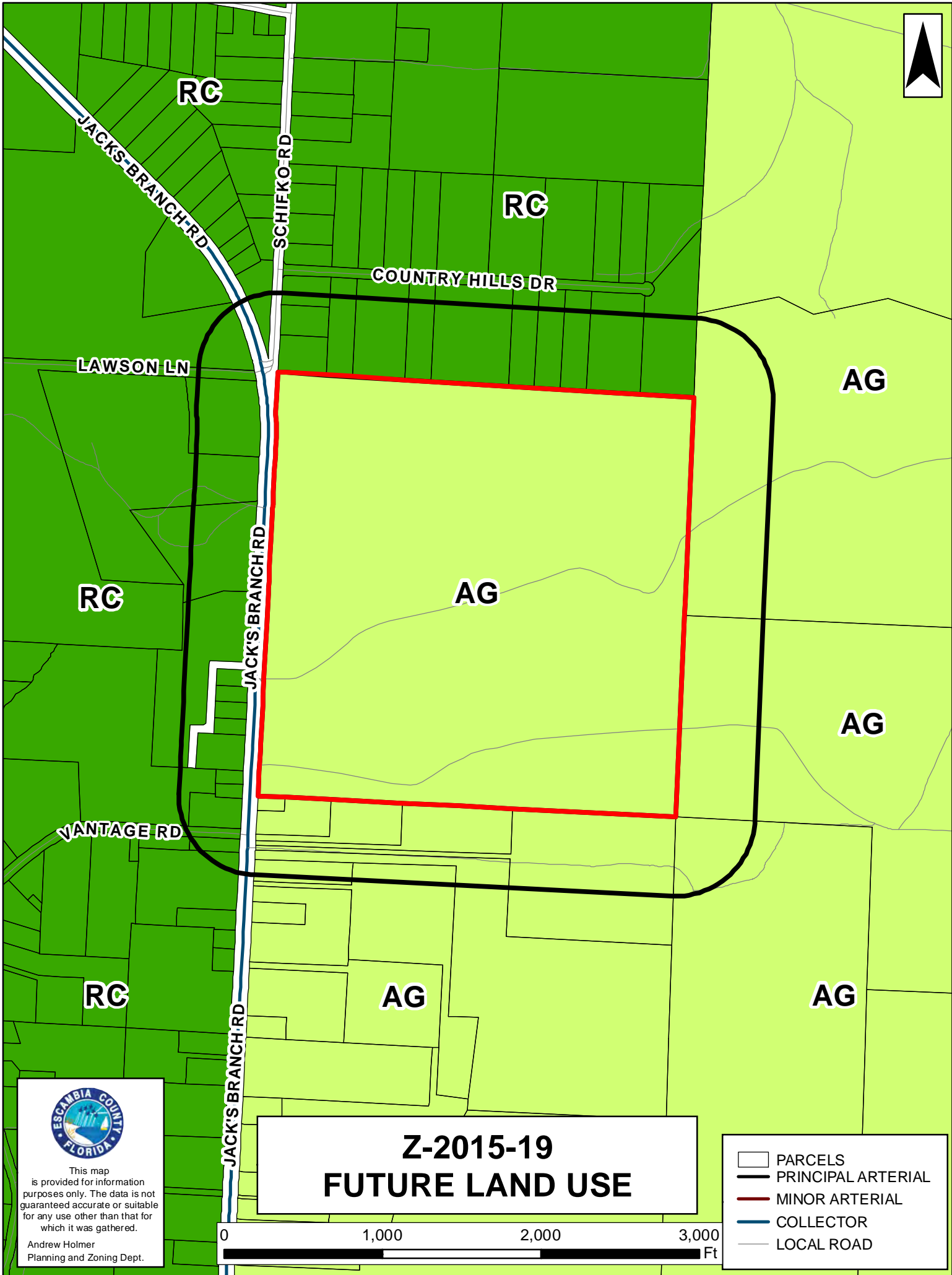
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Andrew Holmer
Planning and Zoning Dept.

Z-2015-19 EXISTING LAND USE



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



RC

RC

AG

LAWSON LN

RC

AG

AG

VANTAGE RD

RC

AG

AG

JACK'S BRANCH RD

SCHIFKO RD

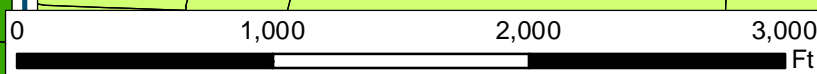
COUNTRY HILLS DR



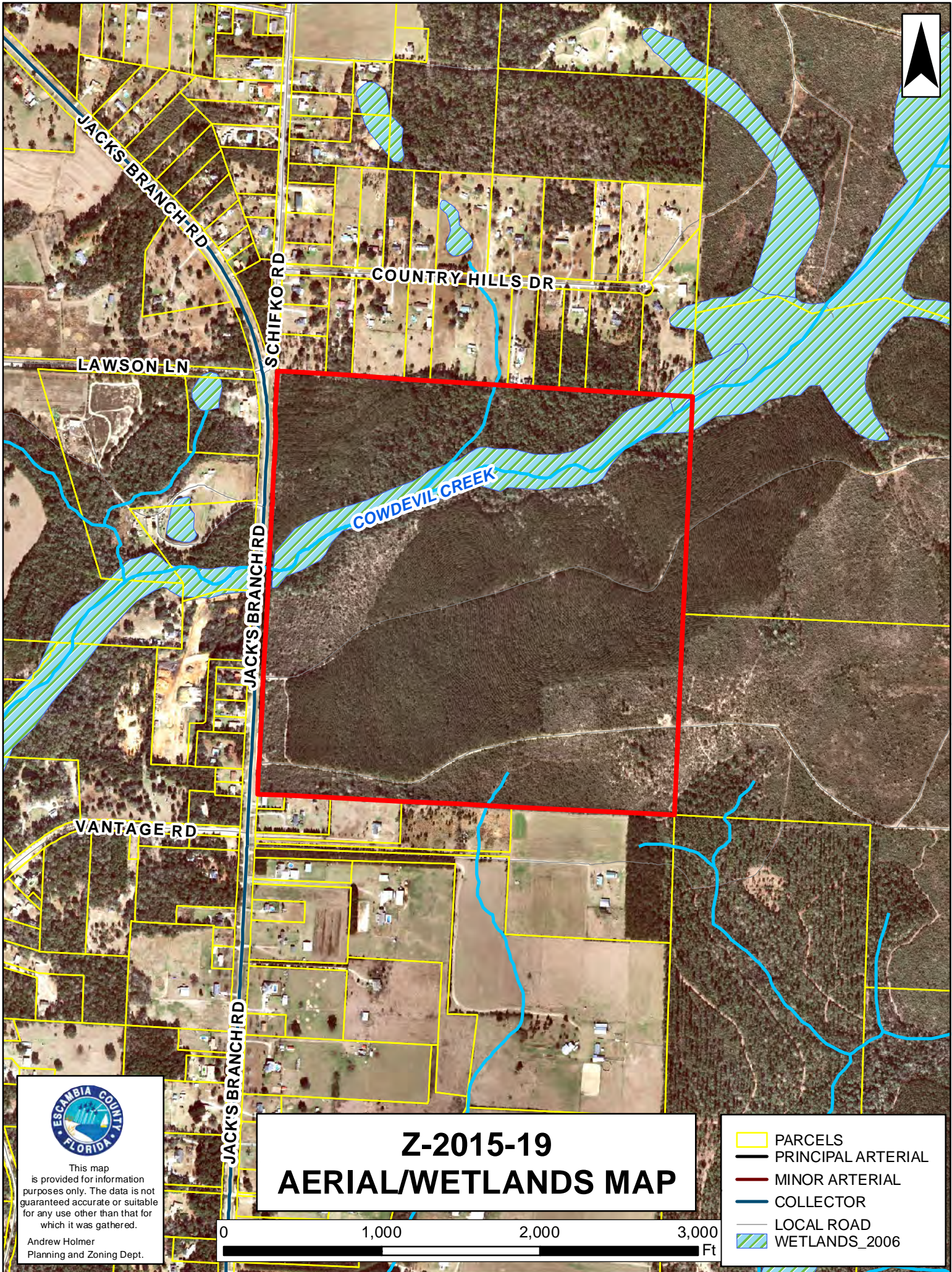
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2015-19 FUTURE LAND USE



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



Z-2015-19

AERIAL/WETLANDS MAP

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



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.



Suburban Garden

Conservation Neighborhood

Wetland

COUNTRY HILLS DR

LAWSON LN

Wetland

Conservation Neighborhood

Traditional Garden

JACK'S BRANCH RD

VANTAGE RD

Conservation Neighborhood

Suburban Garden

Conservation Neighborhood

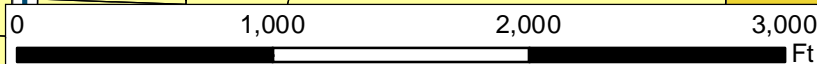
JACK'S BRANCH RD



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Andrew Holmer
Planning and Zoning Dept.

Z-2015-19 DSAP MAP



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



Public Hearing Sign





Looking West across Jacks Branch Road





Looking South on Jacks Branch Road





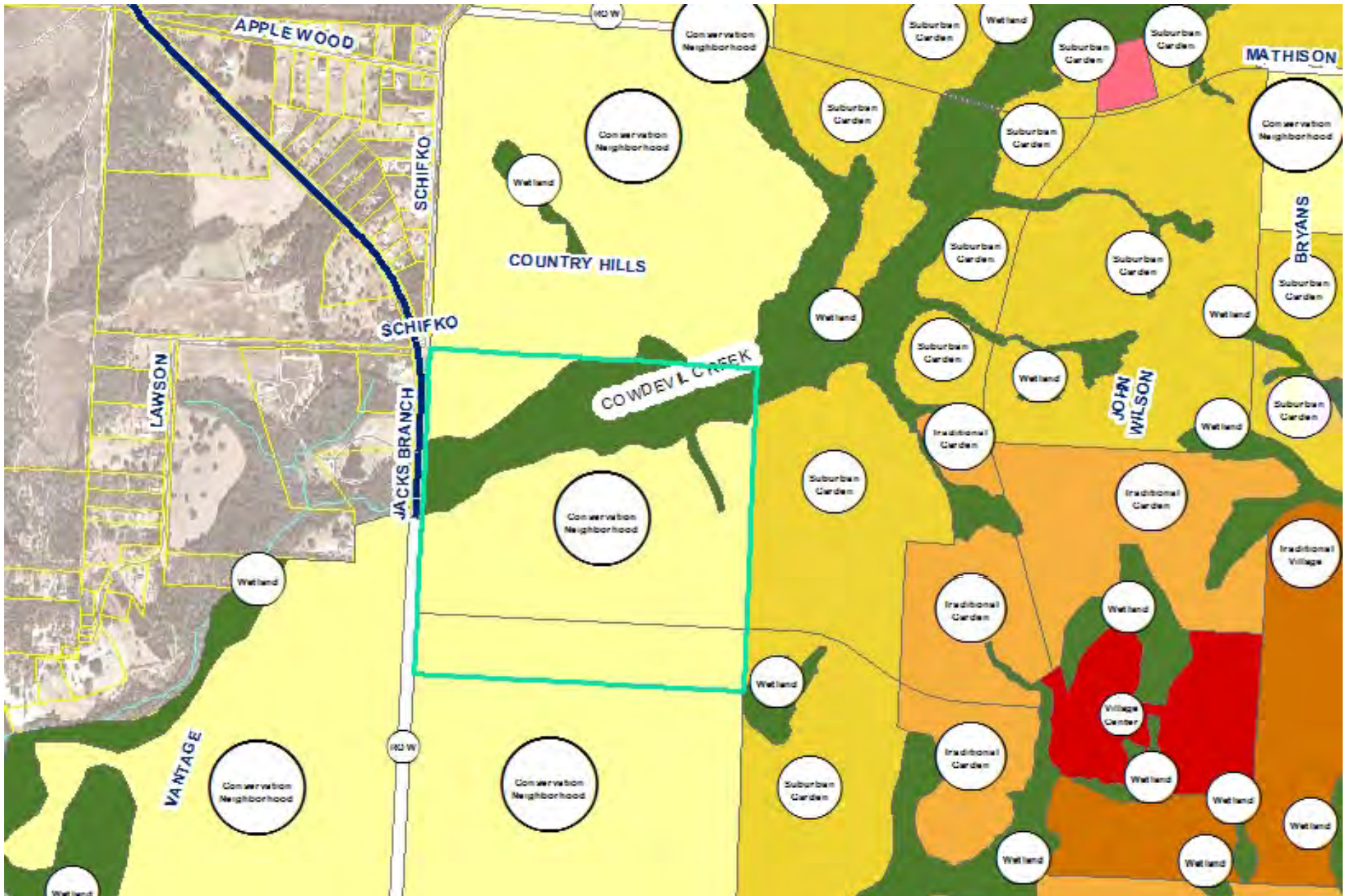
Looking North on Jacks Branch Road





Looking East onto property





DSAP Land Use



September 25, 2015

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

Attn: Development Services Department

Re: Original Letter of Request For Rezoning
Property Reference No. 302N314000000000
1700 Jacks Branch Road BLK 32533

To Whom It May Concern,

Please let this letter serve as notice to request rezoning of the above listed subject property. As outlined below, I have carefully reviewed all criteria as outlined in the Mid-West Sector Plan DSAP. I feel with utmost certainty that this zoning request complies with all stipulations as outlined in these documents. Below is a brief listing of information to support our zoning request.

The subject property is approx. +/- 160 acres as indicated in the survey and tax records and is currently zoned AGR. This property is located within the conservation neighborhood districts of the Mid West Sector Plan DSAP. As outlined in the site plan, I have outlined the areas and propose to rezone from ²VAG to LDR. All wetland and acreage will be designated by an engineering study / firm.

A brief description by areas per the site plan are as follows:

The zoning request is located within the conservation neighborhood and is approx. 160 acres. This area will be located in a "rural" area with subdivisions that are clustered single family homes with a maximum of three dwelling units per net acre focusing on efficient use of land and infrastructure, conventional large lot development and accessible open space. The permitted uses in this district include VAG-1, VR-1, R-1, V-1, V-2, V-2A, V-5, LDR and SDD. The zoning request for this area requested is LDR.

In closing, based on this supporting information provided and in accordance with Escambia County's zoning requirements, I respectfully request that these zoning requests be approved. As the Developer, we are anxious to bring our proposed projects to reality which will generate economic development and provide a community for the citizens of Escambia County to enjoy for years to come.

Should you have any questions or comments, please contact the undersigned.

Sincerely,


Brad McLaughlin
Long & Moore Land Company, LLC Agent

notary 





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: AGR to: LDR

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

Owner(s) Name: LONG & MOORE LAND COMPANY, LLC Phone: (850) 478-5250

Address: PO Box 3917 PENSACOLA FL 32516 Email: BRAD@PARKHANDLEPAVING.COM

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

Property Address: 1700 JACKS BRANCH RD BCK 32533

Property Reference Number(s)/Legal Description: 302N314 00000000

SE 1/4 OF SEC 02 5768 P 1314 LESS DB 496 P 360 RD R/W LEAS MINERAL RIGHTS

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

BRAD McLAUGHLIN
Printed Name Owner/Agent

9/24/15
Date

[Signature]
Signature of Owner

JERRY LONG
Printed Name of Owner

9/24/15
Date

STATE OF FL COUNTY OF Escambia

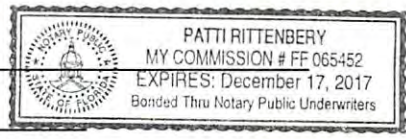
The foregoing instrument was acknowledged before me this 24 day of Sept 20 15.

by JERRY LONG

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

[Signature]
Signature of Notary

Patti Rittenbery
Printed Name of Notary



(notary seal must be affixed)

FOR OFFICE USE ONLY CASE NUMBER: _____

Meeting Date(s): PB - 11/3/15; BCC 12/3/15 Accepted/Verified by: A. Cain Date: 9/25/15

Fees Paid: \$ 1,270.50 Receipt #: 12/10/15 Permit #: PR2650900017

9/28/15
3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 302N31400000000

Property Address: 1700 JACKS BRANCH RD BLK 32533

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 24TH DAY OF SEPTEMBER, YEAR OF 2015.

X 
Signature of Property Owner

JERRY LONGO
Printed Name of Property Owner

9/24/15
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2015-19

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1700 JACKS BRANCH RD Bldg 32533,
Florida, property reference number(s) 302N314000000000

I hereby designate BRAD McLAUGHLIN 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 24TH day of SEPTEMBER 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: BRAD McLAUGHLIN Email: BRAD@PAINTANDCEPAPER.COM

Address: 2065 SOLO DOS FAMILIAS PENSACOLA FL 32534 Phone: (850) 979-5250

[Signature]
Signature of Property Owner

JERRY LONG
Printed Name of Property Owner

9/24/15
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF FL COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 24 day of Sept 20 15,
by Jerry Long.

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

[Signature]
Signature of Notary

Patti Rittenbery
Printed Name of Notary



Prepared by:
Kathleen M. Willemis, Esq.
International Paper Realty Corporation
3 Paragon Drive
Montvale, NJ 07645

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the 21st day of June, 2005, by INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation, with offices at 3 Paragon Drive, Montvale, New Jersey 07645, hereinafter called the Grantor, to LONG AND MOORE LAND COMPANY, LLC, whose address is 7465 Old Palafox Highway, Pensacola, FL 32503, hereinafter called the Grantee.

WITNESSETH:

That the Grantor, for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee all that certain land situate in Escambia County, Florida, containing 160.07 acres, more or less, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

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

TO HAVE and to HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor has corporate authority to sell and convey the Property; and that, subject to those matters set forth on Exhibit B attached hereto and incorporated

herein by reference, the Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized as of the day and year first written above.

INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation

Signed, sealed and delivered in the presence of:

Nichele Osta

Name: Nichele LATA

Lois Brunell

Name: Lois Brunell

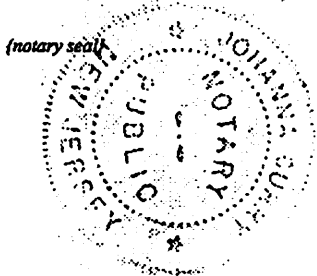
BY: Kathleen M Willem
Kathleen M. Willemin, Vice President

ATTEST:
By: Deborah S Stivers
Deborah S. Stivers, Assistant Secretary

STATE OF NEW JERSEY

COUNTY OF BERGEN

The foregoing deed was acknowledged before me this 22nd day of June, 2005, by KATHLEEN M. WILLEMEN, the VICE PRESIDENT of INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation, on behalf of said corporation. Said individual is [check applicable box] personally known to me, or produced a current _____ driver's license as identification.



Johanna Curry
Notary Signature
JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005
My Commission Expires: _____

AFTER RECORDING RETURN TO:
Long and Moore Land Company, LLC
7465 Old Palafox Highway
Pensacola, FL 32503

EXHIBIT A

Property Description

Begin at 4" round concrete monument marking the Southeast corner of Section 30, Township 2 North, Range 31 West, Escambia County, Florida; thence go North 88 degrees 19 minutes 42 seconds West along the South line of the Southeast Quarter of said Section 30 for a distance of 2614.41 feet to the Easterly right of way line of State Road No. 97 (100' R/W); thence go North 01 degrees 28 minutes 28 seconds East along said Easterly right of way line of State Road No. 97 for a distance of 2219.35 feet to an intersection with the Easterly county maintained right of way line of Schifco Road (66' wide county maintenance claim); thence go North 01 degrees 51 minutes 46 seconds East along said Easterly county maintained right of way line of Schifco Road for a distance of 448.14 feet to an intersection with the North line of the aforesaid Southeast Quarter of Section 30; thence go South 88 degrees 19 minutes 11 seconds East along said North line of the Southeast Quarter of Section 30 for a distance of 2611.26 feet to a 4" x 4" concrete monument, unnumbered, marking the Northeast corner of said Southeast Quarter of Section 30; thence go South 01 degrees 28 minutes 19 seconds West along the East line of said Southeast Quarter of Section 30 for a distance of 2667.10 feet to the point of beginning. The above described parcel of land is situated in a portion of the Southeast Quarter of Section 30, Township 2 North, Range 31 West, Escambia County, Florida and contains 160.07 acres.

12. Mineral and Royalty Deed with an effective date of October 1, 2000, from International Paper Company, et al., to Pure Resources, L.P., filed of record in Official Records Book 4681, Pages 0530-0628 of the Public Records of Escambia County, Florida.
13. Terms, conditions and stipulations contained in Surface Use Restrictions Agreement effective October 1, 2000, between International Paper Company, et al., and Pure Resources, L.P., filed of record in Official Records Book 4960, Pages 0524-0632 of the Public Records of Escambia County, Florida.
14. All matters pertaining to the Property as shown on boundary survey dated October 23, 2003, prepared by Merrill Parker Shaw, Inc., E. Wayne Parker, P.L.S. No. 3683.

EXHIBIT B

Permitted Exceptions

1. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property.
2. Real estate taxes, water rates and other governmental charges, if any.
3. Restrictions on Grantee's ability to build upon or use the Property imposed by any current or future development standards, building or zoning ordinances or any other law or regulation of any governmental authority.
4. Rights of parties in possession and any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any.
5. All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record or acquired through prescription or adverse possession.
6. All roll back taxes, if any, for any year and the current year's taxes, assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority, which taxes, assessments and other charges are not yet due and payable but are liens on the Property.
7. All previous reservations, exceptions and conveyances of the oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights and interests.
8. All claims of governmental authorities in and to any portion of the Property lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights.
9. Any and all restrictions on use of the Property due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders.
10. Such other matters as set forth in owner's policy of title insurance, if any, issued pursuant to the title commitment with respect to Grantee's purchase of the Property from Grantor.
11. Mechanics', materialmen's warehousemen's and similar liens attaching by operation of law, incurred in the ordinary course of business and securing payments not yet delinquent or payments that are being contested in good faith.



Chris Jones
Escambia County Property Appraiser

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

[Back](#)

Navigate Mode
 Account
 Reference

<p>General Information</p> <p>Reference: 302N314000000000</p> <p>Account: 120545900</p> <p>Owners: LONG & MOORE LAND COMPANY LLC</p> <p>Mail: C/O J LONG LAND COMPANY LLC PO BOX 3717 PENSACOLA, FL 32516</p> <p>Situs: 1700 BLK JACKS BRANCH RD 32533</p> <p>Use Code: TIMBER 3 </p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>\$13,499</td> <td>\$0</td> <td>\$13,499</td> <td>\$13,499</td> </tr> <tr> <td>2014</td> <td>\$13,499</td> <td>\$0</td> <td>\$13,499</td> <td>\$13,499</td> </tr> <tr> <td>2013</td> <td>\$13,499</td> <td>\$0</td> <td>\$13,499</td> <td>\$13,499</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2015	\$13,499	\$0	\$13,499	\$13,499	2014	\$13,499	\$0	\$13,499	\$13,499	2013	\$13,499	\$0	\$13,499	\$13,499
Year	Land	Imprv	Total	Cap Val																	
2015	\$13,499	\$0	\$13,499	\$13,499																	
2014	\$13,499	\$0	\$13,499	\$13,499																	
2013	\$13,499	\$0	\$13,499	\$13,499																	

<p>Sales Data MLS Listing #476134</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/2005</td> <td>5678</td> <td>1314</td> <td>\$720,400</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>06/2001</td> <td>4729</td> <td>1865</td> <td>\$1,885,200</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>05/1985</td> <td>2066</td> <td>460</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>05/1984</td> <td>1917</td> <td>467</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/2005	5678	1314	\$720,400	WD	View Instr	06/2001	4729	1865	\$1,885,200	WD	View Instr	05/1985	2066	460	\$100	WD	View Instr	05/1984	1917	467	\$100	WD	View Instr	<p>2015 Certified Roll Exemptions</p> <p>None</p> <hr/> <p>Legal Description</p> <p>SE 1/4 OF SEC OR 5678 P 1314 L ESS DB 496 P 360 RD R/W LESS M INERAL RIGHTS</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
06/2005	5678	1314	\$720,400	WD	View Instr																										
06/2001	4729	1865	\$1,885,200	WD	View Instr																										
05/1985	2066	460	\$100	WD	View Instr																										
05/1984	1917	467	\$100	WD	View Instr																										

<p>Parcel Information</p> <p>Section Map Id: 30-2N-31</p> <p>Approx. Acreage: 160.9300</p> <p>Zoned: Agr</p> <p>Evacuation & Flood Information Open Report</p>	<p style="text-align: right;">Launch Interactive Map</p> <div style="border: 1px solid black; height: 150px; width: 100%; display: flex; align-items: center; justify-content: center;"> </div> <p style="text-align: center;">View Florida Department of Environmental Protection(DEP) Data</p>
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Buildings
Images
None

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.

Last Updated:09/25/2015 (tc.1199)

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

J. LONG LAND COMPANY, LLC

Filing Information

Document Number	L05000047454
FEI/EIN Number	20-2893291
Date Filed	05/12/2005
Effective Date	05/12/2005
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	09/26/2013
Event Effective Date	NONE

Principal Address2665 SOLO DOS FAMILIAF
PENSACOLA, FL 32534

Changed: 04/13/2011

Mailing AddressP.O. BOX 3717
PENSACOLA, FL 32516

Changed: 04/13/2011

Registered Agent Name & AddressLONG, JERRY F
2665 SOLO DOS FAMILIAF
PENSACOLA, FL 32534

Name Changed: 04/18/2012

Address Changed: 04/18/2012

Authorized Person(s) Detail**Name & Address**

Title MGRM

LONG, JERRY F

7920 CHELLIE ROAD
PENSACOLA, FL 32526

Annual Reports

Report Year	Filed Date
2013	04/19/2013
2014	04/08/2014
2015	03/13/2015

Document Images

<u>03/13/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/26/2013 -- LC Name Change</u>	View image in PDF format
<u>04/19/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/18/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/13/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/22/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/03/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/24/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/03/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/12/2005 -- Florida Limited Liability</u>	View image in PDF format

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State of Florida, Department of State

ASSIGNMENT

FOR TEN DOLLARS and OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned assignor, DONALD W. MOORE ("Moore") has hereby irrevocably granted, bargained, sold, conveyed, transferred, delivered, and assigned and by these presents does irrevocably forever grant, bargain, sell, convey, transfer, deliver and assign, unto assignee, JERRY F. LONG ("Long"), any and all ownership, units of membership interest, rights, claims and interest of any kind (also referenced as the "assigned interests") of Moore, in and to the following Entities, together with and including all of Moore's right, title, and interest in and to the properties (including, without limitation, all real property owned or possessed by the Entities) and assets, tangible or intangible, represented by the assigned interests, and any and all rights and appurtenances belonging thereto:

<u>Entity</u>	<u>Entity Number</u>
DDJ LAND COMPANY, L.L.C.	L05000047444 ("DDJ")
LONG AND MOORE INVESTMENTS, L.L.C.	L05000047449 ("Investments")
LONG AND MOORE LAND COMPANY, L.L.C.	L05000047454 ("Land Company")

collectively "the Entities."

Release. As additional and wholly sufficient consideration for Moore's assignment hereunder, Long waives and releases any and all rights, claims and causes of action that Long has or claims against Moore relating to the current financial obligations of the Entities. Nothing herein shall be deemed to release or waive any rights as to any breach of obligation, warranty, or representation relating to this Assignment. This waiver and release is expressly conditioned on and contingent upon execution by Danette L. Moore ("Danette L. Moore") of the Joinder and Consent, attached as Exhibit "A" hereto. Should Danette L. Moore fail to execute said Joinder and Consent or should the same be impaired, set aside, nullified or rendered void for any reason, this waiver and release shall be null, void, and of no force or effect. Should the assignment of interest by Moore referenced above be impaired, set aside, nullified or rendered void for any reason, or if any representation or warranty by Moore be breached in any manner, or if Moore shall for any reason fail or refuse to cooperate as required herein, this waiver and release shall be null, void, and of no force or effect. Moore acknowledges that simply by entering this agreement Long has effectively granted a forbearance of his rights and claims as to Moore, which shall immediately terminate without notice upon any breach, violation or failure of any kind by Moore or Danette L. Moore in regard to the Assignment. Moore agrees that Long's forbearance of his legal rights and claims against Moore as related to the Entities is of value to Moore and is wholly sufficient consideration received for Moore's assignment. Nothing herein shall be deemed to limit any rights or remedies of Long under the law.

Consent. As signified by execution below, all members of the Entities have given their consent to this transaction in accordance with the terms of the operating agreements of each entity.

Representations and Warranties of Moore. Moore represents and warrants to Long as follows: Moore has the present full power and right to enter into and make this Assignment without the consent of any other person, entity, or governmental agency; this Assignment has been duly executed and delivered by Moore and constitutes a valid and binding agreement of Moore in accordance with its terms. Moore has not previously assigned or attempted to assign the assigned interests or any right or claim relating

(including, without limitation, rights or claims to real property owned by the Entities) to any other party. Moore is the current and lawful owner of record, beneficially and equitably of the assigned interests free and clear of all liens, encumbrances, and claims. Execution and delivery of this Assignment by Moore will vest good and marketable title to the assigned interest in Long, free and clear of all liens, encumbrances, and claims. More specifically, but without limitation, Moore warrants that the assigned interests and all properties and assets tangible or intangible represented by or relating to the assigned interests are free and clear of any claim, lien or encumbrance by or through Danette L. Moore. Moore further represents and warrants, without limitation, that the assigned interests are not subject to any judicial stay, order, judgment or decree of any kind or nature. Moore shall defend, indemnify and hold harmless Long for any damages, costs or expenses including, without limitation, attorneys' fees, relating to arising from breach of these representations and warranties.

Mutual Preparation. Each party has read this Assignment, fully understands the contents thereof, has been independently advised as to its legal effect, and is under no duress or pressure of any sort to execute it. This Assignment reflects the mutual understanding of the parties with respect to all subject matter addressed herein and shall be construed accordingly. The parties agree the Assignment shall not be construed against either party as being the drafter.

Entire Agreement. This Assignment represents the entire agreement of the parties regarding the transactions described herein and may be amended only in a writing signed by all parties. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Attorney's Fees. Should any party be required to litigate their rights and responsibilities created by this Assignment, the prevailing party shall be entitled to reasonable attorney's fees for trial and appeal, including without limitation the fees incurred in such proceedings establishing both entitlement to, and amount of, such fees, as well as all costs of such action.

Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida (without regard to its conflicts of laws provisions) and shall be performable in Escambia County, Florida. Any action arising from or relating to this Assignment shall be brought exclusively in the state court of Escambia County, Florida.

Cooperation. If for any reason, this Assignment must be corrected or modified to ensure, confirm or otherwise consummate the full transfer by Moore of his ownership, units of membership interest, rights, claims and interest of any kind in the Entities to Long, Moore agrees to cooperate fully and promptly to accomplish the correction or modification. Each party agrees to execute and deliver such further instruments as may be reasonably requested by any other party in order to carry out the purpose and intent of this Assignment.

Acknowledgment regarding Representation. The parties acknowledge that McDonald Fleming Moorhead regularly and currently represents each party. **Notwithstanding, Moore hereby consents to McDonald Fleming Moorhead representing *only* Long in the drafting and negotiation of this Assignment.** Moore further acknowledges that McDonald Fleming Moorhead has encouraged and recommended that Moore seek the advice of other counsel regarding this Assignment and any questions or matters relating to or arising therefrom.

Effective Date. This agreement shall be effective as of the date of the last signature hereto.

[signatures on following page]

Witnesses

[Signature]
GREGORY M. CLAEBOE

[Signature]
CORINE M. GIDEONS

Assignor

[Signature]

Donald W. Moore
7465 North Palafox
Pensacola, Florida 32503

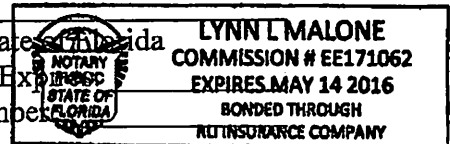
11/15/2012
Date Signed

State of Florida
County of Escambia

SWORN TO AND SUBSCRIBED before me this 15TH day of NOVEMBER, 2012, by
DONALD W. MOORE, who is personally known to me.

[Signature]
(Signature of Notary Public)

Print Name:
Notary Public, State of Florida
My Commission Expires
Commission Number



Witnesses

Assignee

[Signature]
Jerry F. Long
7920 Chellie Road
Pensacola, Florida 32526

Date Signed

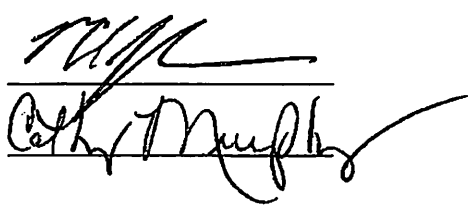
State of Florida
County of Escambia


SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2012, by JERRY
F. LONG, who is personally known to me.

(Signature of Notary Public)
Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

I hereby give my express consent to this transaction as it relates to DDJ Land Company, LLC and any other of the Entities in which I hold or may be deemed to hold an interest as required by the operating agreements of the respective entities. I acknowledge I am not being represented by McDonald Fleming Moorhead for purposes of this transaction and consent to their representation of Jerry F. Long. I have had the opportunity to seek separate legal counsel regarding review of this consent, and to be advised regarding the same.

Witnesses


Cathy A. Murphy


Donald Long
7910 Chellie Road
Pensacola, Florida 32526

11/19/12
Date Signed

State of Florida
County of Escambia

SWORN TO AND SUBSCRIBED before me this 19 day of Nov, 2012, by
DONALD LONG, who is personally known to me.



(Signature of Notary Public)
Print Name: _____
Notary Public, State of Florida
My Commission Expires: 3/1/2016
Commission Number: _____



EXHIBIT "A" to ASSIGNMENT

CONSENT AND JOINDER

FOR TEN DOLLARS and OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, DANETTE LYNN MOORE ("Danette L. Moore"), hereby joins in the Assignment (hereafter, "the Assignment" the terms of which are incorporated herein by reference). Furthermore, and without limitation, Danette L. Moore expressly consents to the Assignment and in doing so sells, conveys, disclaims, and, without limitation, releases to Jerry F. Long ("Long") any and all ownership, rights, units of ownership interest, claims and interest of any kind (collectively "the assigned interests") in DDJ LAND COMPANY, L.L.C.; LONG AND MOORE INVESTMENTS, L.L.C.; and LONG AND MOORE LAND COMPANY, L.L.C. (the "Entities") which she might now or hereafter claim including, but not limited to, any and all assets and properties, tangible or intangible, represented by or related in any way to the assigned interests in the Entities including, without limitation, any real property owned or possessed by the Entities.

Danette L. Moore represents and warrants to Long that she has all requisite power and authority to enter into this consent and joinder and to perform all obligations set forth herein. Without limitation, she specifically represents and warrants that she has not entered into any prior assignments related to or affecting the assigned interests and that the assigned interests are not subject to or encumbered by any judicial stay, order, judgment or decree of any kind or nature arising from or relating to Case No. 2012 DR 000566 pending in the Circuit Court of Escambia County. Danette L. Moore will defend, indemnify and hold harmless Long for any damages, costs or expenses including, without limitation, attorneys' fees, relating to arising from breach of these representations and warranties. As part and parcel of the consideration for Danette L. Moore's joinder and consent, Long hereby waives and releases any and all rights, claims and causes of action that Long might have or claim as to Danette L. Moore relating to the debts and current financial obligations of the Entities. Nothing herein shall be deemed to release or waive any rights as to any breach of obligation, warranty, or representation relating to this joinder and consent. Danette L. Moore acknowledges this release as a separate and valuable consideration for her joinder and consent.

Danette L. Moore acknowledges she has carefully read, reviewed, and understood the Assignment as well as this attached Consent and Joinder and has been fully advised by her legal counsel regarding the same.

Should any party be required to litigate their rights and responsibilities created by this Consent and Joinder, the prevailing party shall be entitled to reasonable attorney's fees for trial and appeal, including without limitation the fees incurred in such proceedings establishing both entitlement to, and amount of, such fees, as well as all costs of such action.

Witnesses

DANETTE LYNN MOORE

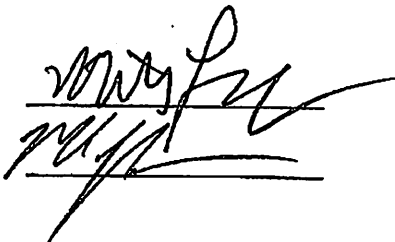
Date Signed

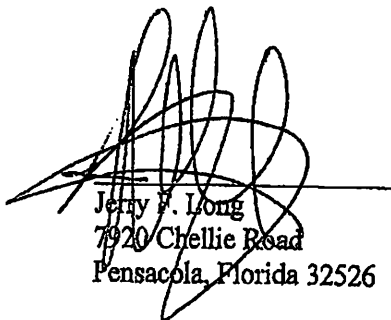
State of Florida
County of Escambia

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2012, by
DANETTE L. MOORE, who is personally known to me.

(Signature of Notary Public)
Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

Witnesses





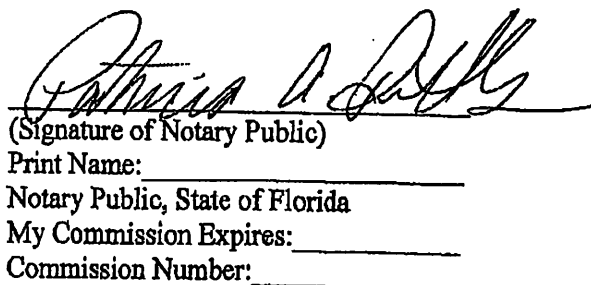
Jerry F. Long
7920 Chellie Road
Pensacola, Florida 32526

Date Signed

State of Florida
County of Escambia

SWORN TO AND SUBSCRIBED before me this 19 day of Nov, 2012, by JERRY
F. LONG, who is personally known to me.

PATRICIA A. RITTENBERY
Notary Public, State of Florida
My comm. exp. Dec. 17, 2013
Comm. No. DD 946174



(Signature of Notary Public)
Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **645955**

Date Issued. : 09/25/2015

Cashier ID : KLHARPER

Application No. : PRZ150900017

Project Name : Z-2015-19

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	1307	\$1,270.50	App ID : PRZ150900017
		\$1,270.50	Total Check

Received From : J LONG LAND COMPANY LLC

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ150900017	737029	1,270.50	\$0.00	1700 BLK JACKS BRANCH RD, CANTONMENT, 32533

Total Amount :	1,270.50	\$0.00	Balance Due on this/these Application(s) as of 9/28/2015
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