

AGENDA
ESCAMBIA COUNTY VESTED RIGHTS COMMITTEE
January 28, 2015- 9:00 A.M.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Swearing in of Staff
3. Proof of Publication and waive the reading of the legal advertisement.
4. **Consideration of the following case:**
 - A. That the Vested Rights Committee review and make recommendation to the Board of County Commissioners (BCC) on the following Vested Rights case:

Case No.:	VRD-2015-01
Project Address:	7253 Plantation Road
Property Reference No.:	30-1S-30-4101-010-002
Zoning District:	C-2, General Commercial and Light Manufacturing District (cumulative)
FLU Category:	C, Commercial
Vested Rights for:	Land Use
Applicant:	David A. Theriaque, Agent for CEJ South, Inc.
5. Discussion Items.
6. Old/New Business.
7. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Vested Rights Committee

4. A.

Meeting Date: 01/28/2015

Issue: Vested Rights Determination - VRD-2015-01

Organization: Development Services

RECOMMENDATION:

That the Vested Rights Committee review and make recommendation to the Board of County Commissioners (BCC) on the following Vested Rights case:

Case No.: VRD-2015-01
Project Address: 7253 Plantation Road
Property Reference No.: 30-1S-30-4101-010-002
Zoning District: C-2, General Commercial and Light Manufacturing District (cumulative)
FLU Category: C, Commercial
Vested Rights for: Land Use
Applicant: David A. Theriaque, Agent for CEJ South, Inc.

BACKGROUND:

On December 20, 2011 Mr. Christian Jensen requested zoning verification for the subject site with a proposed use of crematory/funeral home. Development Services staff verified the site as having C-2 zoning and that the requested use would be allowed based on initial review. As the prior use on site was a restaurant, the proposed change of use would need to comply with the County site plan review process.

Based on further staff review of the proposed use, it was determined that the crematory would not be allowed in C-2 zoning because it was not a permitted use or Conditional Use at that time. Mr. Jensen was contacted by staff in February 2012 and subsequently applied for a Planning Board Interpretation of the Land Development Code (LDC) regulation.

At the February 13, 2012 Planning Board meeting, the Board determined that crematoriums located within a funeral home are not a permitted use in C-2 zoning (Planning Board Interpretation # 2012-01).

Based on discussion with staff regarding appeal options, the property owner (CNL Funding) applied for a Change of Use from restaurant to funeral home with crematory. On March 7, 2012 the application was denied by staff based on Planning Board Interpretation # 2012-01. On March 12, 2012 the applicant filed for an Administrative

Appeal of the Change of Use permit denial.

At the April 18, 2012 Board of Adjustment (BOA) meeting, the Board voted 4-2 to reverse the staff denial of the Change of Use permit. Because of this decision, the owner of the adjoining property to the west, Relax Hospitality LLC, filed a Petition for Writ of Certiorari with the Circuit Court.

On December 2, 2013, Judge Terrell quashed the BOA's decision and remanded the issue back to the County.

CRITERIA FOR VESTED RIGHTS:

A. An owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 5 at the time of vesting.

FINDINGS:

This proposed use does meet traffic concurrency.

CRITERION 1:

The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

FINDINGS:

Mr. Jensen is not pursuing the vested rights claim under this criterion.

CRITERION 2:

The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

FINDINGS:

Mr. Jensen did seek zoning verification from planning staff and he was given an initial affirmative answer regarding the crematory use (Applicant's exhibit "A"). He has also supplied various exhibits related to the purchase of the property and expenses he incurred moving forward with his project.

STAFF RECOMMENDATION:

Mr. Jensen sought initial County approval through the zoning verification form filled out by staff. That form does have a handwritten note stating that a crematory is allowed, but that note also says that follow up with the Development Review Committee (DRC) will be needed. With commercial projects, it is not uncommon for additional issues to be discovered in the DRC process. Those issues can cause an owner to make changes to their project or change the approval of the County. That is one of the reasons the zoning verification form contains a disclaimer for the applicant to sign. The disclaimer is specific that the form itself does not imply or confer development rights. Those rights are granted through the issuance of a permit, something Mr. Jensen did not seek at that time.

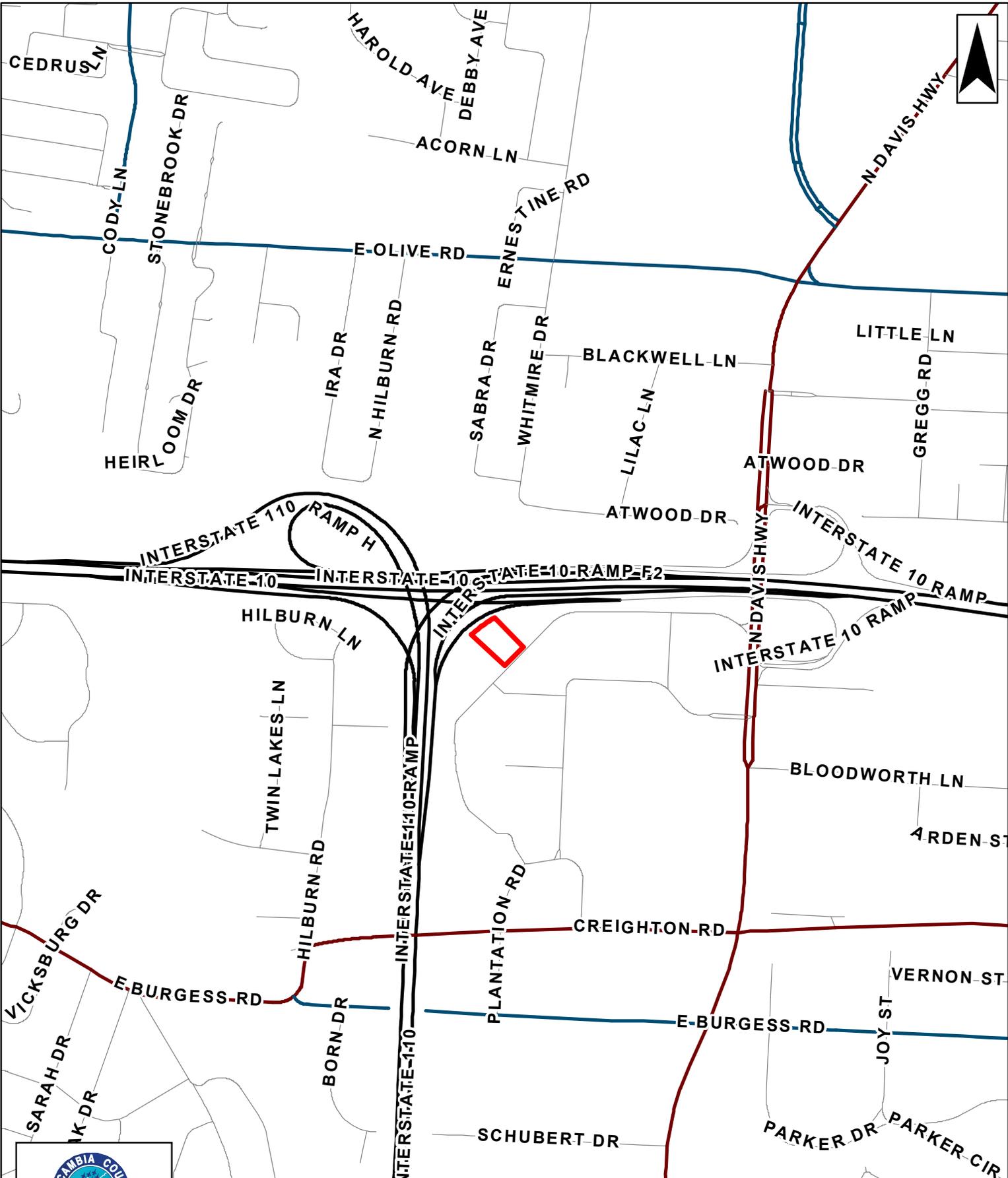
Until the issue was settled and a permit issued for a crematory, any actions related to the crematory use were not approved and any expenses related to the crematory use are the responsibility of Mr. Jensen, not the County. The expenses related to the funeral home itself are not in question as that use is approved and permitted by the County.

Staff finds that Mr. Jensen **does not** meet the required standard to be vested with the land use of a crematory on the site and **denial** of Vested Rights is recommended.

Attachments

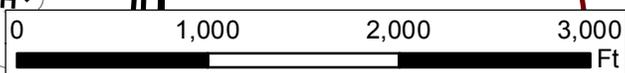
Working Case File VRD-2015-01

VRD-2015-01



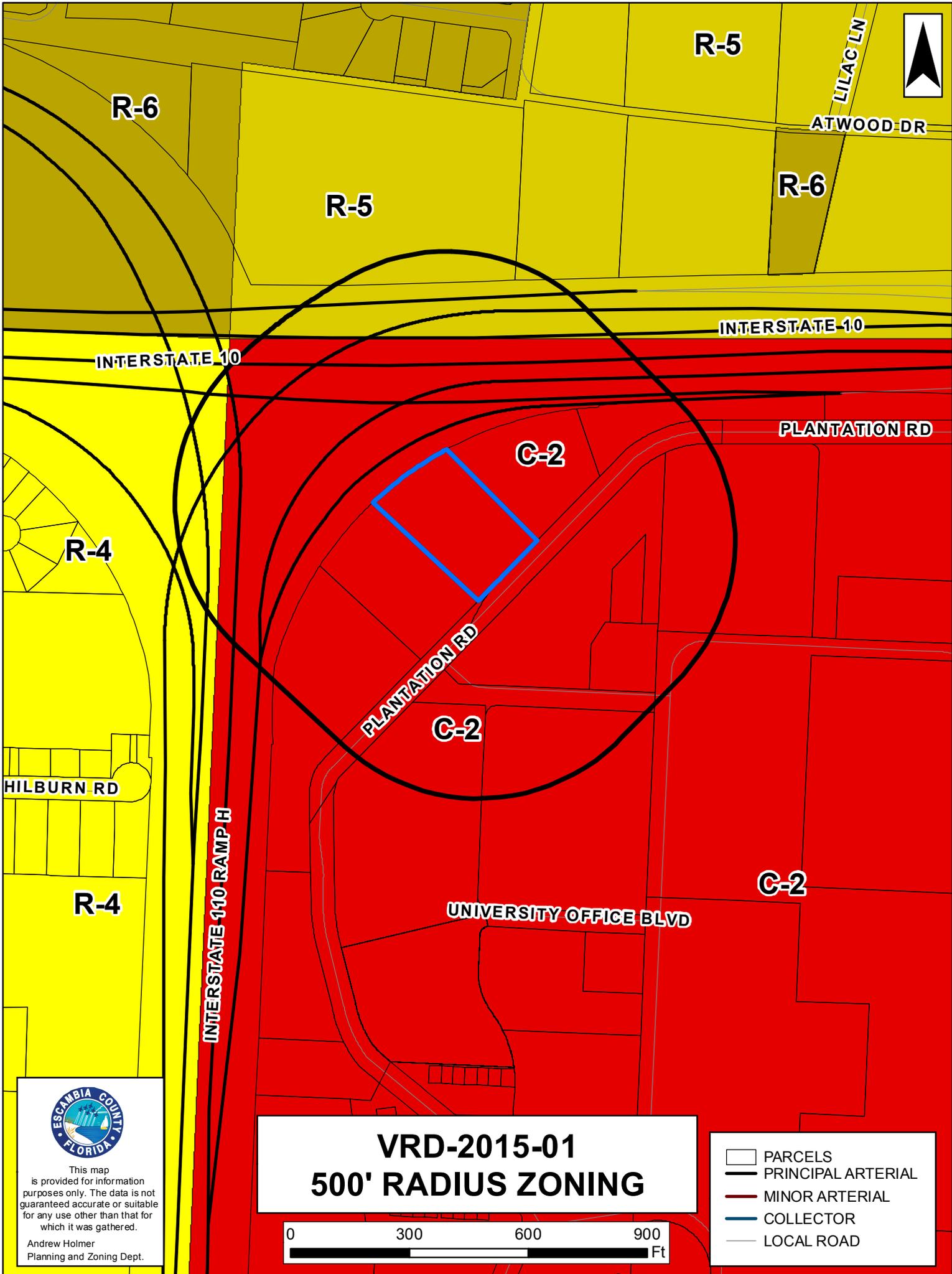
VRD-2015-01 LOCATION MAP

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD




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

Andrew Holmer
Planning and Zoning Dept.



R-6

R-5

LILAC LN
ATWOOD DR

R-5

R-6

INTERSTATE 10

INTERSTATE 10

PLANTATION RD

C-2

R-4

PLANTATION RD

C-2

HILBURN RD

INTERSTATE 110 RAMP H

R-4

UNIVERSITY OFFICE BLVD

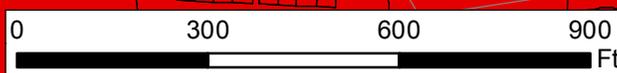
C-2



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.

VRD-2015-01 500' RADIUS ZONING



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



MU-U

LILAC LN

ATWOOD DR

MU-U

MU-U

INTERSTATE-10

INTERSTATE-10

PLANTATION RD

MU-U

HILBURN RD

PLANTATION RD

INTERSTATE-10-RAMP-H

UNIVERSITY OFFICE BLVD

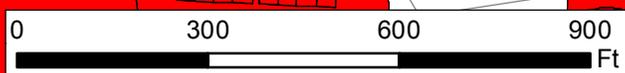
MU-U



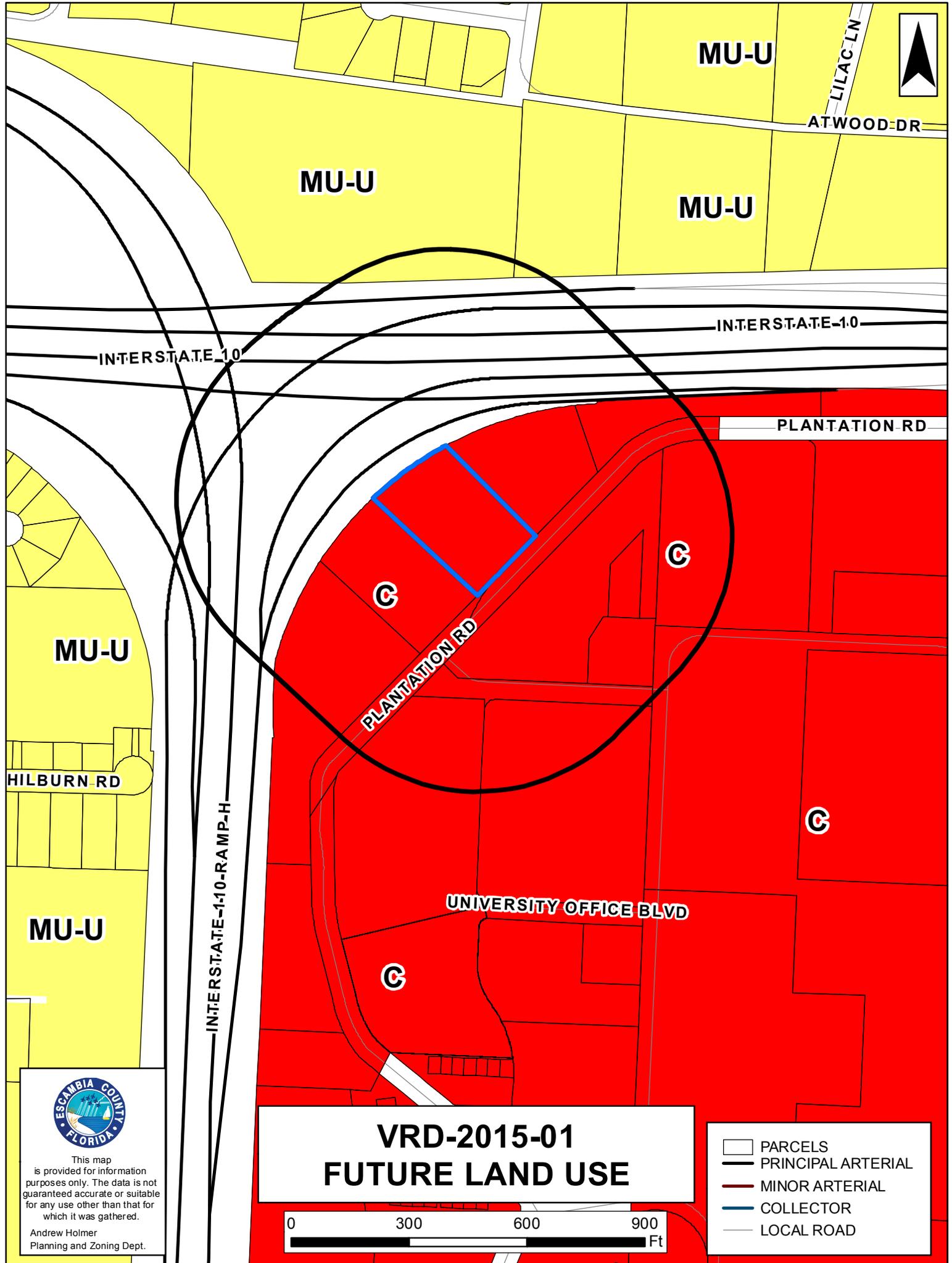
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

VRD-2015-01 FUTURE LAND USE



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



INTERSTATE-10-RAMP-B2

INTERSTATE-10-RAMP-E

INTERSTATE-10 RAMP B1



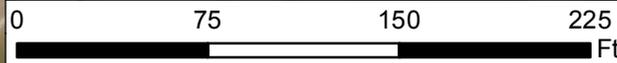
PLANTATION RD



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.

VRD-2015-01 AERIAL MAP



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



REPLY TO: TALLAHASSEE

December 5, 2014

VIA OVERNIGHT DELIVERY

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

Re: CEJ South, Inc. – Vested Rights Determination Application

Dear Mr. Jones:

Our law firm represents CEJ South, Inc., which is a Florida corporation, whose principal address is 7253 Plantation Road, Pensacola, Florida 32504. CEJ South, Inc., is the owner of real property located at 7253 Plantation Road, Pensacola, Florida, and identified as Parcel Number 301S304101010002 ("Property"). Christian Jensen, Jr., is the President of CEJ South, Inc.

CEJ South, Inc., requests that Escambia County determine that CEJ South, Inc., has a vested right to operate a funeral home with a crematory on the Property. Enclosed are the following documents in support of such request:

1. Vested Rights Determination Application with Affidavit of Owner and Limited Power of Attorney for Vested Rights Determination Application dated December 5, 2014;
2. Petition for Vested Rights Determination dated December 4, 2014;
3. Zoning Verification Request Form dated December 20, 2011;
4. Deed for the Property;
5. Plat of the Property;
6. Survey of the Property;
7. Vicinity map with directions to the Property;
8. List of property owners within 500 feet; and
9. A check in the amount of \$677.60 for the Application Fee for the Vested Rights Determination.

TALLAHASSEE
433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308
(850) 224-7332
FAX: (850) 224-7662

ORLANDO
4767 NEW BROAD STREET
ORLANDO, FLORIDA 32814
(407) 514-2676
FAX: (407) 264-6132

Horace Jones, Director
December 5, 2014
Page 2

I appreciate your attention to this request. Please do not hesitate to contact me if you have any questions or need further information.

Sincerely,



David A. Theriaque

Enclosures

**VESTED RIGHTS DETERMINATION
APPLICATION**

Applicant: CEJ SOUTH, INC., Christian Jensen, Jr., President
Address: P.O. Box 11986, Pensacola, FL 32524 Telephone: 850-814-4476
Project Name: Family Funeral Project Location: 7253 Plantation Rd., Pensacola
Property Reference No.: 301S304101010002
Zoning District: C-2 Type of Vested Right: Crematory Allowed
Action of County: Zoning Verification Crematory Allowed Date Occurred: December 20, 2011

Attach Evidence of Ownership or Power of Attorney.

NOTE TO THE APPLICANT

THE BURDEN OF PROOF FALLS UPON THE APPLICANT to submit, as attachments to this application, any and all substantial competent evidence on which reliance is being made to seek a determination that certain actions by Escambia County have led to the creation of vested rights. This shall include but is not limited to maps, letters, memorandums, etc. Applications, which do not substantiate the claim against the criteria, will delay the process.

By my signature on the attached affidavit, I hereby certify that:

- 1) I am duly qualified as owner 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
- 5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff.

Reason, if returned to applicant:

Date Posted Date Published Fee Received Date to VRC

Signature of Notary Public Printed Name of Notary Date

Date Commission Expires Commission No. (notary seal or stamp required)

VESTED RIGHTS DETERMINATION

CRITERIA

Section 2.11.06 provides:

An Owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 5 and in addition one of the following criteria has been met:

1. The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

2. The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

CONDITION OF APPROVAL

TO WHOM IT MAY CONCERN:

By my signature below, I declare and acknowledge that I understand and willingly agree to the following condition regarding an affirmative Vested Rights Determination regarding my property, which is an unrecorded subdivision known as:

_____.

A condition of approval of a vested right determination involving an unrecorded subdivision is the recording of an original deed to individual lot owners in the public records of Escambia County, Florida, prior to the issuance of a permit or other development approval.

Owner's signature _____

Date _____

N/A

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledge before me this _____ day of _____, year of _____ by _____, who () did () did not take an oath.

He/she is () personally known to me, () produced a current Florida drivers license, and/or () produced current _____ as identification

Signature of Notary Public _____

Printed Name of Notary _____

Date _____

Date Commission Expires _____

Commission No. (notary seal or stamp required) _____

VESTED RIGHTS APPLICATION

CHECK LIST - The following items must be submitted with the application:

1. Completed application; both pages of the application must be completely filled out and notarized.
2. Copy of Deed(s)
3. Copies of both the Survey and the Plat which include a vicinity map with directions
4. Documentation of prior governmental approval
5. Letter explaining how the project has continued in good faith, which includes a list of expenses for installing infrastructure.
6. Copy of citation form Code Enforcement Department (If applicable)
7. Vested Rights Determination fee \$677.60.

NOTE: Staff makes every attempt to bring a vested rights case to completion as expeditiously as possible. However, due to legal requirements, it may not be possible to “fast track” a vested rights determination. The process can take up to 30 days or more. Deadlines, time frames, and legal requirements apply to every aspect of a vested rights case, including the posting of signs and the advertising of the committee meeting and the BCC hearing, notifying affected property owners, staff analysis of the case, compiling the Vested Rights Committee report and the BCC recommendation, and assembling the agenda. Staff appreciates your understanding and cooperation.



Development Services Department
Escambia County, Florida

FOR OFFICE USE
CASE # _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY FOR VESTED RIGHTS DETERMINATION APPLICATION

As owner of the property located at 7253 Plantation Road, Pensacola, Florida, property reference number 301S304101010002, I hereby designate David A. Theriaque, Esquire, of Theriaque & Spain for the sole purpose of completing the Vested Rights Determination Application and making presentations to the:

- Vested Rights Committee and the Board of County Commissioners to request a Vested Rights Determination on the above-referenced property.

This Limited Power of Attorney is granted on this 5th day of December the year of 2014, and is effective until the Board of County Commissioners 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: David A. Theriaque, Esquire **Email:** dat@theriaquelaw.com
Theriaque & Spain

Address: 433 North Magnolia Drive, Tallahassee, Florida **Phone:** (850) 224-7332

CEJ SOUTH, INC.

Signature of Property Owner

by: Christian Jensen, Jr., President 12/5/14
Printed Name of Property Owner Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 5th day of December 20 14,
by Chris Jensen, Jr.

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

Signature of Notary Printed Name of Notary (Notary Seal)



ESCAMBIA COUNTY, FLORIDA

In re: 7253 Plantation Road, Pensacola, Florida

PETITION FOR VESTED RIGHTS DETERMINATION

Petitioner CEJ SOUTH, INC., by and through its undersigned counsel, hereby files this Petition for Vested Rights Determination and alleges as follows:

1. Petitioner CEJ South, Inc. (“Petitioner”), is a Florida corporation, whose principal address is 7253 Plantation Road, Pensacola, Florida 32504. Christian Jensen, Jr., is the President of CEJ South, Inc.

2. The Petitioner is the owner of real property located at 7253 Plantation Road, Pensacola, Florida, and identified as Parcel Number 301S304101010002 (“Property”).

3. The Property is designated as “Commercial” on the Escambia County Future Land Use Map and is designated as General Commercial (“C-2”) on the Escambia County Zoning Map.

4. In August 2011, Terry Williams, a Senior Planner with Escambia County, informed the Petitioner’s President that a funeral home with a crematory was a permitted use in the C-2 Zoning District. The Petitioner’s President relied upon the information provided by the Escambia County Senior Planner and engaged a commercial realtor to search for available property with C-2 zoning. The Petitioner’s President spent approximately four (4) hours per week looking at properties for approximately sixteen (16) weeks.

5. As a result of such efforts, the Petitioner’s President determined that the Property, which had C-2 zoning and a vacant building, would be suitable to operate its proposed funeral home with a crematory.

6. On December 20, 2011, the Petitioner’s President submitted a Zoning Verification Request Form to Escambia County for the Property. The Petitioner’s President took such action as part of the Petitioner’s due diligence before executing a contract to purchase the Property.

7. On December 20, 2011, Brenda L. Wilson, in her capacity as an Urban Planner 1 for Escambia County, executed the Petitioner's Zoning Verification Request Form and verified that the Property was zoned C-2. Additionally, Ms. Wilson stated, in writing, that a funeral home with a crematory was allowed on the Property:

A Crematory/Funeral Home is allowed. You will need to follow up [illegible] going through the Development Review (DRC) or ADA.

(A true and correct copy of the Petitioner's Zoning Verification Request Form is attached hereto and incorporated by reference as Exhibit "A"). Ms. Wilson took such actions after consulting with Escambia County Senior Planner Terry Williams.

8. On December 21, 2011, in reliance upon the Escambia County Senior Planner informing the Petitioner's President in August 2011 that a funeral home with a crematory was a permitted use in the C-2 zoning district, and in reliance upon the written verification on December 20, 2011, from Escambia County that the Property was zoned C-2, and that a funeral home with a crematory was an authorized use on the Property, the Petitioner's President made an offer to purchase the Property. To that end, the Petitioner's President immediately wired \$10,000.00 earnest money to First American Title Insurance Company. (See Exhibit "B").

9. On or about January 3, 2012, in reliance upon the Escambia County Senior Planner informing the Petitioner's President in August 2011 that a funeral home with a crematory was a permitted use in the C-2 zoning district, and in reliance upon the written verification on December 20, 2011, from Escambia County that the Property was zoned C-2, and that a funeral home with a crematory was an authorized use on the Property, the Petitioner's President quit his full-time employment with a national funeral home company and began working on the Petitioner's proposed funeral home with a crematory on a full-time basis. The Petitioner's President would not have quit his full-time employment if the County had not informed him that a funeral home with a crematory was an authorized use on the Property.

10. On or about January 3, 2012, in reliance upon the Escambia County Senior Planner informing the Petitioner's President in August 2011 that a funeral home with a crematory was a permitted use in the C-2 zoning district, and in reliance upon the written verification on December 20, 2011, from Escambia County that the Property was zoned C-2, and that a funeral home with a crematory was an authorized use on the Property, the Petitioner's President began the process of "gutting" the vacant restaurant located on the Property in order to convert the former restaurant into a funeral home, taking the necessary steps to obtain financing, determining what equipment to purchase, contacting vendors regarding such equipment, and retaining a contractor to perform the renovations to the former restaurant. In addition to his physical labor and time associated with "gutting" the vacant restaurant, the Petitioner spent approximately \$8,000.00 for day labor to assist with the gutting of the vacant restaurant. In order to fund such actions, the Petitioner's President utilized his personal savings.

11. On January 23, 2012, the Petitioner executed a Real Estate Sale Agreement to purchase the Property. (A true and correct copy of the Real Estate Sale Agreement is attached hereto and incorporated by reference as Exhibit "C"). The purchase price for the Property was \$420,000.00. (*See id.* at 1). The Petitioner would not have executed the Real Estate Sale Agreement to purchase the Property if the County had not informed the Petitioner's President that a funeral home with a crematory was an authorized use on the Property.

12. On April 18, 2012, the Escambia County Board of Adjustment concluded that the Petitioner was entitled to change the use of the Property from a restaurant to a funeral home with a crematory. (A true and correct copy of the Minutes of the Escambia County Board of Adjustment's April 18 Meeting is attached hereto and incorporated by reference as Exhibit "D").¹

¹ On December 2, 2013, the Circuit Court quashed the Escambia County Board of Adjustment's decision. *See Relax Hospitality, LLC, et al. v. Escambia County, et al.*, Escambia County Circuit Court Case Number 2012-CA-001261. The Circuit Court's decision did not become final until the fifteen (15) day time-frame for rehearing expired on December 17, 2013. *See Fla. R. App. P. 9.330(a).*

13. On or about April 19, 2012, in reliance upon the Escambia County Senior Planner informing the Petitioner's President in August 2011 that a funeral home with a crematory was a permitted use in the C-2 zoning district, and in reliance upon the written verification on December 20, 2011, from Escambia County that the Property was zoned C-2, and that a funeral home with a crematory was an authorized use on the Property, and in reliance upon the Escambia County Board of Adjustment's decision on April 18, 2012, that the Petitioner was entitled to change the use of the Property from a restaurant to a funeral home with a crematory, the Petitioner's President scheduled a date in May 2012 to close on the Property.

14. On May 2, 2012, in reliance upon the Escambia County Senior Planner informing the Petitioner's President in August 2011 that a funeral home with a crematory was a permitted use in the C-2 zoning district, and in reliance upon the written verification on December 20, 2011, from Escambia County that the Property was zoned C-2, and that a funeral home with a crematory was an authorized use on the Property, and in reliance upon the Escambia County Board of Adjustment's decision on April 18, 2012, that the Petitioner was entitled to change the use of the Property from a restaurant to a funeral home with a crematory, the Petitioner's President paid an additional \$20,000.00 deposit on the Property. (See Exhibit "E").

15. On May 29, 2012, the Petitioner closed on, and became the Fee Simple Owner of, the Property. (See Exhibit "F"). The Petitioner would not have purchased the Property if the County had not informed the Petitioner's President that a funeral home with a crematory was an authorized use on the Property.

16. The Petitioner has also incurred the following additional expenses in reliance upon the Escambia County Senior Planner informing the Petitioner's President in August 2011 that a funeral home with a crematory was a permitted use in the C-2 zoning district, and in reliance upon the written verification on December 20, 2011, from Escambia County that the Property was zoned C-2, and that a funeral home with a crematory was an authorized use on the Property, and in reliance

upon the Escambia County Board of Adjustment’s decision on April 18, 2012, that the Petitioner was entitled to change the use of the Property from a restaurant to a funeral home with a crematory:

Date	Reference	Purpose	Amount
March 27, 2012	Check 1855	Crematory Permit	\$100.00
April 17, 2012	Check 1856	Architectural Drawings	\$600.00
May 15, 2012	Check 1858	Architectural Drawings	\$500.00
May 29, 2012	Check 1859	Building Insurance	\$1,855.00
May 30, 2012	Check 1860	Architectural Drawings	\$125.00

(A true and correct copy of the cancelled check for each of these expenditures is attached hereto and incorporated by reference as Composite Exhibit “G”).

17. On July 24, 2014, the Escambia County Board of County Commissioners adopted Ordinance Number 2014-30, which contained separation requirements for cinerators. (A true and correct copy of Ordinance Number 2014-30 is attached hereto and incorporated by reference as Exhibit “H”). Such separation requirements preclude the operation of a crematory on the Property.

18. As the foregoing allegations demonstrate, the Petitioner made good faith expenditures in reliance upon acts by the County -- the Escambia County Senior Planner informing the Petitioner’s President in August 2011 that a funeral home with a crematory was a permitted use in the C-2 zoning district, and the written verification on December 20, 2011, from Escambia County that the Property was zoned C-2, and that a funeral home with a crematory was an authorized use on the Property, and the Escambia County Board of Adjustment’s decision on April 18, 2012, that the Petitioner was entitled to change the use of the Property from a restaurant to a funeral home with a crematory -- such that it would be highly inequitable and unjust for Escambia County to not allow the Petitioner to operate a funeral home with a crematory on the Property.

19. Accordingly, Petitioner CEJ SOUTH, INC., requests that Escambia County determine that the Petitioner has a vested right to operate a funeral home with a crematory on the Property.

RESPECTFULLY SUBMITTED this 4th day of December 2014.



DAVID A. THERIAQUE, ESQUIRE
Florida Bar No. 832332
S. BRENT SPAIN, ESQUIRE
Florida Bar. No. 320810
LYNETTE NORR, ESQUIRE
Florida Bar No. 010717
THERIAQUE & SPAIN
433 North Magnolia Drive
Tallahassee, Florida 32308
Telephone: 850/224-7332
Facsimile: 850/224-7662
dat@theriaquelaw.com
sbs@theriaquelaw.com
norr@theriaquelaw.com

COUNSEL FOR PETITIONER CEJ SOUTH, INC.



Development Services Bureau
Escambia County, Florida

For Office Use Only
Invoice # _____
Fee \$ <u>\$25.00</u>

ZONING VERIFICATION REQUEST FORM

Requestor's Information	Requestor/Agent Name: <u>Chris Jensen / Mike Carro</u>	Date: <u>12/20/11</u>	
	Phone #: <u>850-814-4476</u>	Fax #: _____	Escrow Account # (if applicable): _____
	Property Address: <u>7253 PLANTATION RD</u>		
	Property Reference #: <u>30-15-30-4101-010-002</u>		
	Property Reference # can be obtained from the Property Appraiser's Office at 434-2785 or at www.esopa.org		
	Tax Acct #: <u>03-2151-797</u>	Property Owner's Name: <u>G.E. Capitol</u>	
	This verification relates to zoning for the specified property and is provided for information purposes only. This form DOES NOT imply or confer development rights for any desired use or activity on the specified parcel. Prior to the issuance of any permits, the applicant must submit a complete application to the County and must comply with all other applicable State and Local Regulations. Requestor, please sign below verifying that you have read and understand, and accept, this disclaimer:		
SIGNATURE <u>[Signature]</u>		Date: <u>12/20/11</u>	

OFFICE USE ONLY	Is parcel a Lot of Record? Yes <input checked="" type="checkbox"/> No () If No, issue must be resolved before any permits can be issued.		
	Zoning District: <u>C-2</u>	Future Land Use Category: <u>C</u>	Zoning Overlay District: Yes () No () If Yes, check one: Barrancas <input checked="" type="checkbox"/> Brownsville () Scenic Hwy <input checked="" type="checkbox"/> Warrington ()
	Wetlands located on property? Yes () No <input checked="" type="checkbox"/>		
	Property in a Flood Zone? Yes () No <input checked="" type="checkbox"/> Flood Zone <u>X</u> Base Flood Elevation _____ Map # _____		
	Property in an Airport/Airfield Environ? Yes <input checked="" type="checkbox"/> No () If Yes, complete the section below:		
	Airfield/Airport	Airfield Influence Planning District AIPD-1 () AIPD-2 ()	Noise Zone
	NAS Pensacola _____ NOLF Sauley _____ NOLF 8 _____ Pensacola Regional: _____ PNSPD <input checked="" type="checkbox"/> Heights Zone <u>350</u>	AIPD-1 & Accident Potential Zone (APZ) Areas Clear Zone () Area A () APZ-1 (NASP) () APZ-1 () Area B () APZ-2 (NASP) () APZ-2 ()	AIPD PNSPD Zone 1 <input checked="" type="checkbox"/> A () Zone 2 <input checked="" type="checkbox"/> B () Zone 3 () C () Not in noise zone ()
	Verified by: <u>Brenda J. Wilson</u> Date: <u>12-20-2011</u>		
	<input checked="" type="checkbox"/> In-office/Pickup _____ Faxed _____ Mailed _____		

Real Estate Disclosure Form
Note: Payment must be collected prior to processing. Requests may be paid by cash, check, using an established escrow account or by credit card (Visa or MasterCard only).

Note: Check the address carefully before submitting a zoning request. If we receive an inquiry for property that is in the City of Pensacola, Santa Rosa County, or other jurisdiction, the processing fee will still be charged to cover administrative costs.

A Crematory / General Home is allowed. You will need to follow up with the Development Review (DRG) or A DA.
Bo going thru
3300 NORTH PACE BOULEVARD, SUITE 300 • PENSACOLA, FLORIDA 32506
850-695-3632 FAX: 850-695-3557





Regions Bank
Panama City Main Office
488 W 23RD ST
Panama City, FL 32405

CEJ SOUTH INC
DBA FAMILY FUNERAL AND CREMATION
PO BOX 15306
PANAMA CITY FL 32406-5306

ACCOUNT # 3401006088

Cycle 092
Enclosures 25
Page 0
1 of 1

ADVANTAGE BUSINESS CHECKING
December 31, 2011 through January 31, 2012

Beginning Balance	\$13,753.27	Minimum Balance	\$3,733
Deposits & Credits	\$20.00 +		
Withdrawals	\$10,000.00 -		
Fees	\$20.00 -		
Automatic Transfers	\$0.00 +		
Checks	\$0.00 -		
Ending Balance	\$3,753.27		

01/26 Bank Credit Fee Refund Cej South Inc 20.00

Earnest Money 01/28 Wire Transfer First American 10,000.00

01/25 Wire Transfer 20.00

Date	Balance	Date	Balance	Date	Balance
01/25	3,733.27	01/26	3,753.27		

You may request account disclosures containing terms, fees, and rate information (if applicable) for your account by contacting any Regions office.

For all your banking needs, please call 1-800-REGIONS (734-4667), or visit us on the Internet at www.regions.com.

Thank You For Banking With Regions!

850 9128908 P 3/10

<< 1

REGIONS-DAVIS HWY

2014-10-09 08:54



REAL ESTATE SALE AGREEMENT

DATE: January 23, 2012
SELLER: CNL FUNDING 2000-A, LP
BUYER: CEJ SOUTH, INC.
ESCROW AGENT: FIRST AMERICAN TITLE INSURANCE COMPANY
Escrow Officer: Kristin Brown
TITLE INSURER: FIRST AMERICAN TITLE INSURANCE COMPANY

PROPERTY: The "Property" consists of the real property described on *Exhibit A*, together with all improvements located thereon and all rights and privileges appurtenant thereto. The street address of the Property is also shown on *Exhibit A*. References in this Agreement to the Property include all or any portion of or interest in any of the Property.

ARTICLE 1 AGREEMENT OF THE PARTIES

1.1 Agreement; Effective Date. In consideration of the mutual covenants contained in this Real Estate Sale Agreement (as it may be amended, restated, supplemented, extended or renewed from time to time, this "Agreement"), Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions contained in this Agreement. The "Effective Date" is the date on which this Agreement is executed by the last party to execute the Agreement, as indicated by the dates below the signatures on the last page of this Agreement.

ARTICLE 2 PURCHASE PRICE; EARNEST MONEY

2.1 Purchase Price; Payment. The purchase price for the Property is \$420,000.00 (the "Purchase Price"). The Purchase Price will be paid by Buyer, in escrow, as follows:

(a) \$10,000.00, as earnest money, to be deposited in escrow within five days after the Effective Date.

(b) \$410,000.00, as the balance of the Purchase Price, to be deposited in escrow on or before 1:00 o'clock, p.m. (local time at the office of Escrow Agent identified above), on the Closing Date (defined below).

2.2 Earnest Money. Upon receipt, Escrow Agent is instructed to deposit all earnest money payments in a federally-insured bank account (subject to applicable federal insurance limits), subject to immediate withdrawal without penalty. Such account will be non-interest bearing. If the escrow and the transaction contemplated by this Agreement (the "Transaction") close, all earnest money shall be credited against the Purchase Price. Except as otherwise expressly provided in this Agreement, all earnest money is absolutely non-refundable. Unless otherwise expressly provided in this Agreement, Escrow Agent shall not return any earnest money to Buyer until Escrow Agent has received written confirmation from Seller that Buyer has returned the Due Diligence Materials to Seller, as required by the terms of this Agreement.

2.3 Manner of Payment. All deposits and other payments required to be made pursuant to this Agreement shall be made in escrow, by wire transfer of immediately available, ready funds to the account of Escrow Agent and are subject to and shall be made in compliance with applicable governmental rules and regulations as they apply to Escrow Agent in its receipt and handling of funds from third parties. Escrow Agent is instructed to



reject and return deposits and other payments that do not satisfy the requirements of this Section. Escrow Agent further agrees that all deposits and other payments received by Escrow Agent will be deposited in and cleared through an escrow account in the name of Escrow Agent and maintained in a national bank.

ARTICLE 3 ESCROW

- 3.1 Establishment of Escrow; Escrow Instructions. Immediately upon execution of this Agreement by both parties, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. An escrow for this Transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Escrow Agent shall not be bound by, nor be obligated to act upon any instruction, demand or notice not in writing and signed by the party or its agent delivering such instruction, demand or notice.
- 3.2 Acceptance; Escrow Agent Not a Party. By accepting this escrow, Escrow Agent agrees to comply with the terms of this Agreement as they relate to the duties of Escrow Agent. Notwithstanding the foregoing, Escrow Agent is not a party to this Agreement and has no liability for the performance or non-performance of any party to this Agreement.
- 3.3 Matters Excluded from Escrow Agent's Duties. Escrow Agent shall have no responsibility with regard to the transfer of utilities, collection of cancellation premiums from fire or hazard insurance policy, and the renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance. Escrow agent shall not be liable for interest on funds deposited with Escrow Agent except to the extent that this Agreement requires Escrow Agent to deposit such funds in an interest bearing account and Escrow Agent fails to do so, and Escrow Agent shall not be liable for any loss of escrow funds caused by the failure of any banking institution in which such funds have been deposited.
- 3.4 Escrow Agent Expenses; Escrow Cancellation Fees. Buyer and Seller shall indemnify, hold harmless and defend Escrow Agent for, from, and against any and all reasonable costs, damages, attorneys' fees and expenses which Escrow Agent may incur or sustain in connection with this Transaction, except as caused by the negligence or willful misconduct of Escrow Agent or breach by Escrow Agent of its duties as Escrow Agent. The Escrow Agent expenses detailed in Section 6.6 shall be paid pursuant to that Section. If this Agreement is cancelled pursuant to Section 9.1, Buyer shall pay any and all escrow cancellation fees. If this Agreement is cancelled for any reason other than pursuant to Section 9.1, Seller shall pay any and all escrow cancellation fees.
- 3.5 Conflicting Demands. Buyer and Seller authorize Escrow Agent in the event of any conflicting demands made upon it concerning this Agreement or the escrow, at its election, to hold any money and documents deposited in escrow until it receives mutual instructions by all parties or until a civil action shall have been finally concluded in a court of competent jurisdiction, determining the rights of all parties. In the alternative, Escrow Agent may at its discretion at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction to determine its rights and the rights of the parties to this Agreement and escrow. Further, the parties will pay to Escrow Agent its reasonable expenses and attorneys' fees sustained in connection with the civil action, and any appeal, to determine its rights and the rights of the parties to this escrow, except to the extent, if any, arising as a result of negligence or willful misconduct of Escrow Agent or breach by Escrow Agent of its duties as Escrow Agent.
- 3.6 IRS Reporting. Escrow Agent agrees to be the designated "reporting person" under §6045(e) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") with respect to the Transaction and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

**ARTICLE 4
INFORMATION AND INSPECTION RIGHTS**

4.1 **Title Report.** As soon as reasonably possible following deposit in escrow of the earnest money by Buyer, Escrow Agent or Title Insurer shall deliver to Buyer and Seller a current preliminary title report or commitment for title insurance (the "*Title Report*") on the Property. The Title Report will show the status of title to the Property as of the date of the Title Report and will be accompanied by legible copies of all documents referred to in the Title Report.

4.2 **Information to be Provided by Seller.**

(a) **Delivery of Certain Information.** Unless otherwise provided to Buyer prior to the Effective Date, within 10 days following the Effective Date, Seller shall provide Buyer with copies of the following Property-related materials, to the extent in Seller's files and to the extent not subject to any legal restriction on disclosure:

- (i) Any surveys of the Property.
- (ii) The most current phase I or phase II environmental reports, if any, relating to the Property.

Seller may provide such items to Buyer by delivering copies of such items to Buyer in hard copy or in read-only electronic format, such as a CD or DVD, or by providing Buyer with access to a secure website where such items may be viewed. The items described above, together with any and all other information, documentation, or materials that Seller may provide to Buyer in connection with the Transaction are referred to collectively as the "*Due Diligence Materials*."

(b) **Seller's Disclaimer.** Buyer acknowledges and agrees that Seller makes absolutely no representations or warranties as to the accuracy or completeness of any of the Due Diligence Materials and that the Due Diligence Materials are being provided to Buyer on the express condition and understanding that Buyer cannot rely on and will independently verify the accuracy and completeness of such Due Diligence Materials.

(c) **Limitations Relating to Third Party Reports.** Buyer acknowledges and agrees that those Due Diligence Materials that have been prepared by a third party vendor, such as Phase I environmental reports or surveys (such items being referred to as "*Third Party Reports*"), are, by their terms, only for the benefit of the person or persons for whom such Third Party Reports were prepared. Consequently, Buyer does not have any rights against the preparers of Third Party Reports.

(d) **Buyer's Retention or Return of Information.** If this Agreement is cancelled, all of the Due Diligence Materials provided to Buyer in a tangible format, such as hard copy, CD or DVD, together with any and all printouts or other copies of any Due Diligence Materials, will be returned to Seller, and Buyer will delete or otherwise destroy all electronic copies of such Due Diligence Materials. If this Agreement and the Transaction closes, Buyer may retain such Due Diligence Materials.

(e) **Buyer's Duty of Confidentiality.** Buyer and Buyer's agents and representatives shall keep confidential all Confidential Information and shall not, without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion, disclose any Confidential Information to any other person or entity (other than Buyer's accountants, attorneys, environmental consultants, and prospective lenders who have a need to know and who Buyer has directed to treat the information as confidential) by any means whatsoever. As used in this Agreement, "*Confidential Information*" means: (i) the Due Diligence Materials; and (ii) any other information or documentation (written or oral) provided by Seller or Seller's agents or representatives concerning Seller, Seller's business, this Agreement, the Transaction, or the Property. Buyer covenants to use the Confidential Information solely for the purpose of evaluating a purchase of the Property. Buyer's obligation of

confidentiality shall terminate on the earlier of: (A) three years from the Effective Date, and (B) the Closing. The obligations under this Section are in addition to the obligations of Buyer pursuant to any separate confidentiality agreement entered into by Buyer relating to the Property.

4.3 Inspections.

(a) Right to Enter and Inspect; Limitations. Subject to the provisions of this Section, from the Effective Date until the earlier of the Closing Date or cancellation of this Agreement, Seller grants Buyer the non-exclusive right and license for Buyer and Buyer's employees, agents, and contractors to enter upon the Property for the purposes of investigating and inspecting the Property. Buyer agrees, at its sole expense, to immediately repair any and all damage to the Property resulting from any of the activities of Buyer, its employees, agents, or contractors pursuant to this Section. Notwithstanding the foregoing, in no event shall Buyer conduct any phase II environmental investigation or other invasive testing on the Property or contact or otherwise communicate in any manner with any governmental agency respecting environmental conditions at or in the vicinity of the Property, in either case without Seller's prior written consent, which consent may be granted or withheld in Seller's sole and absolute discretion.

(b) Indemnity. Buyer shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to Seller) each Seller Party (defined below) for, from, and against any and all Liabilities (defined below) relating to or arising out of, in connection with, or as a result of the exercise by Buyer of its rights pursuant to Section 4.3; *provided, however*, that Buyer shall not have liability under this Section to a Seller Party to the extent such Liability has resulted primarily from the gross negligence or willful misconduct of such Seller Party, as determined by a court of competent jurisdiction in a final non-appealable judgment or order. The foregoing indemnity shall expressly survive the Closing. The indemnification provided in this Section is in addition to any other indemnity obligations of Buyer contained in this Agreement.

4.4 Providing Certain Information to Seller. If this Agreement is cancelled for any reason other than a default by Seller, Buyer shall provide to Seller, at no cost to Seller, copies of all feasibility studies, reports, surveys, and any other items obtained or created by or on behalf of Buyer in connection with its investigations, inspections, and reviews of the Property. Seller acknowledges that the foregoing items will be delivered without any representation or warranty as to the accuracy or completeness of such items.

4.5 Radon Notice. Seller hereby provides the following notice to Buyer: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT. SELLER HAS NOT CONDUCTED ANY RADON GAS TESTING WITH RESPECT TO THE PROPERTY AND IS RELEASED BY BUYER FROM ANY LIABILITY WITH RESPECT TO THE PRESENCE OF RADON GAS AT THE PROPERTY.

ARTICLE 5 DUE DILIGENCE; CANCELLATION RIGHTS

5.1 Title Review.

(a) Title Review and Notice of Disapproval. Buyer shall have a period of time ending at 4:00 o'clock p.m. on the tenth (10th) day following receipt of the Title Report (the "Title Review Period") in which to review and give Seller and Escrow Agent written notice of any title matter that is unacceptable to Buyer (each such matter, a "Disapproved Matter"). If Buyer does not give written notice of objection to a title matter as disclosed by the Title Report within the Title Review Period, such matter shall be deemed to have been approved by Buyer.

(b) **Seller's Right to Cure.** If Buyer gives timely notice of any Disapproved Matter, Seller shall have until the Closing Date to eliminate the Disapproved Matters or to obtain title insurance endorsements against such Disapproved Matters, it being understood and agreed, however, that Seller shall have no duty or obligation whatsoever to eliminate or secure a title endorsement against any such Disapproved Matter.

(c) **Buyer's Right to Cancel for Title Issues.** If Seller does not eliminate all of the Disapproved Matters or obtain title insurance endorsements against such Disapproved Matters on or before the Closing Date, Buyer's sole and exclusive remedy shall be to either (i) cancel this Agreement by giving written notice of cancellation to Seller and Escrow Agent prior to the Closing Date, whereupon all earnest money shall be returned to Buyer; or (ii) waive its objections to the Disapproved Matters and proceed to close with such Disapproved Matters thus being conclusively deemed to have been approved by Buyer. If Buyer does not give written notice electing to cancel this Agreement pursuant to *clause (i)* above, then Buyer shall conclusively be deemed to have waived all objections to the Disapproved Matters.

(d) **Approved Title Matters.** The matters shown in the Title Report that are approved or deemed approved by Buyer in accordance with this Section, the standard printed exceptions and exclusions that will be included in the applicable title policy, and any other matters approved by Buyer in writing, are referred to in this Agreement as the "Approved Title Exceptions."

5.2 **Due Diligence Period; Buyer's Right to Cancel.** For a period ending at 4:00 o'clock p.m., on the date which is sixty (60) days following the Effective Date (the "Due Diligence Period"), Buyer will have the absolute right to cancel this Agreement for any reason whatsoever, in Buyer's sole and absolute discretion by giving Seller and Escrow Agent written notice of cancellation prior to expiration of the Due Diligence Period, whereupon all earnest money shall be returned to Buyer. However, until Buyer cancels, Buyer will proceed in good faith, at Buyer's sole expense, with Buyer's investigatory due diligence with respect to the Property and this Transaction. Unless Buyer gives written notice of cancellation to Seller and Escrow Agent prior to the expiration of the Due Diligence Period, then Buyer will be deemed to have elected not to cancel the Agreement under this provision.

ARTICLE 6 CLOSING

6.1 **Closing; Recordation of Deed.** The closing of this Transaction and escrow (referred to in this Agreement as the "Closing") shall be deemed to occur at such time as Escrow Agent has disbursed all funds in accordance with the Closing Statement (defined below) and is in a position, irrevocably to record the Deed (defined below). At Closing, the Deed shall be deemed to have been delivered to Buyer by Seller, and Escrow Agent shall proceed to have the Deed recorded. The Closing shall occur on or before 3:00 o'clock p.m. on the date which is thirty (30) days following the expiration of the Due Diligence Period (the "Closing Date").

6.2 **Closing Statement.** Prior to Closing, Escrow Agent will prepare a closing settlement statement reflecting the various charges, prorations and credits for Buyer and Seller, as provided in this Agreement (the "Closing Statement") and will provide Buyer and Seller with a copy of the Closing Statement.

6.3 **Seller's Closing Documents/Deliveries.** On or before the Closing, Seller shall deposit in escrow the following documents and items for delivery to Buyer at the Closing, and as to the documents each of which shall have been duly executed and, where appropriate, acknowledged:

(a) A special warranty deed, grant deed, or equivalent deed under the laws of the state where the Property is located warranting against the acts of Seller and no others (the "Deed"), conveying the Property to Buyer, subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose;

(b) An affidavit duly executed by Seller certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code;

(c) An owner's affidavit in Seller's standard form; and

(d) Such other documents as may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this Transaction in accordance with the terms of this Agreement.

6.4 Buyer's Closing Documents/Deliveries. On or before the Closing, Buyer shall deposit into escrow: (a) the remainder of the Purchase Price in accordance with Section 2.1, together with all other amounts that are due from Buyer, as set forth on the Closing Statement; and (b) such documents as may be necessary or appropriate to consummate this Transaction in accordance with the terms of this Agreement, each of which shall have been duly executed and, where appropriate, acknowledged.

6.5 Title Policy. Promptly following the Closing, Escrow Agent shall deliver to Buyer, at Buyer's expense, a standard coverage owner's title insurance policy issued by Title Insurer in the full amount of the Purchase Price, effective as of the Closing, insuring Buyer that fee simple title to the Property is vested in Buyer, subject only to the Approved Title Exceptions (the "Title Policy"). Buyer may elect to receive an extended coverage owner's title insurance policy, in which case Buyer shall be responsible for satisfying, at its sole cost and prior to Closing, all of Title Insurer's and Escrow Agent's requirements for such extended coverage. Buyer must elect such extended coverage in advance of the Closing Date, and in no event shall the Closing be conditional upon or extended because of Buyer's election.

6.6 Closing Costs, Fees, and Taxes.

(a) Seller shall pay (a) the premium for the Title Policy (except that Buyer shall pay any additional premium for any extended owner's coverage and title endorsements requested by Buyer); (b) one-half of the escrow fee (other than escrow cancellation fees, which are addressed below); and (c) all intangible taxes, documentary stamp taxes, transfer taxes, sales taxes, and any other taxes due in connection with the sale and purchase of the Property, including Seller income taxes.

(b) Buyer shall pay (a) one-half of the escrow fee (other than escrow cancellation fees, which are addressed below); (b) title search and preliminary title report preparation fees; (c) the premium for any extended owner's coverage and title endorsements requested by Buyer; (d) the cost of recording the Deed; (e) survey fees; (f) environmental report fees; (g) loan costs and fees, including Buyer's lender's attorneys' fees; (h) appraisal fees; and (i) any and all other closing expenses and charges.

(c) Seller and Buyer shall each bear their own attorneys' fees.

6.7 Prorations. All real estate taxes and assessments (including improvement district or other special assessments), property association dues, and any common area maintenance or similar assessments shall be prorated in escrow as of the Closing, based upon the current year information, if available, otherwise using the tax information from the immediately prior tax year. Buyer shall pay all such taxes, assessments, and dues that become due and payable following the Closing and this obligation shall survive the Closing. The prorations made pursuant to this Section are final and shall not be adjusted after the Closing.

6.8 Utilities. Prior to the Closing Date, Seller will either (a) have all utilities (e.g., water, sewer, electricity, gas, and telephones) that are then serving the Property shut off; or (b) arrange to have the appropriate utility company read the meter or otherwise determine the utility service charges due as of, and including, the Closing Date. Seller shall be responsible for payment of all utility service charges through the Closing Date. Buyer must separately arrange for utility services to the Property and shall pay all utility service charges after the Closing Date. In addition and except for utility service charges otherwise payable by Seller, Buyer shall pay any and all connection or reconnection fees, costs, and expenses that may be incurred in obtaining, resuming or restoring utility service to the Property following the Closing, including fees, costs, and expenses that may be required to bring the

Property into compliance with current, applicable laws, rules, regulations, and codes, including the requirements of each utility company.

6.9 Personal Property. Seller makes absolutely no representation or warranty with respect to the ownership, condition, sufficiency, utility, value, or any other matter relating to or respecting any furniture, trade fixtures, equipment and other tangible personal property that may be located on the Property (any such property being referred to as "*Tangible Personal Property*"). Buyer acknowledges that third parties may own or claim interests in all or portions of the Tangible Personal Property, and Buyer is solely responsible for investigating any and all matters relating to the Tangible Personal Property. The Tangible Personal Property is expressly excluded from this Agreement and the Transaction, other than as expressly provided in this Section, and the Tangible Personal Property is not part of the Property. Under no circumstances shall any portion of the Purchase Price be allocated to the Tangible Personal Property.

6.10 Payments to Seller and Payments by Buyer: Disbursements Through Escrow. At Closing, Escrow Agent shall disburse to Seller all amounts paid by Buyer on account of the Purchase Price, less only such amounts as are payable by Seller at Closing. On or before the Closing, Buyer shall deposit with Escrow Agent such amounts as are required to pay all amounts due and payable by Buyer at Closing. The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Agent through the escrow by appropriate charges and credits to Buyer and Seller and will be reflected in the Closing Statement. All amounts payable pursuant to this Agreement will be paid to Escrow Agent for disposition through the escrow. Escrow Agent is authorized to make all disbursements to the parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this Transaction.

ARTICLE 7 AS IS NATURE OF TRANSACTION; RELEASES

7.1 Buyer's Investigations and Satisfaction. Non-exercise by Buyer of Buyer's cancellation rights granted in *Article 5* will constitute conclusive evidence and Buyer's acknowledgment that Buyer has inspected and investigated all aspects of the Property and the Transaction as Buyer deems necessary or appropriate and that Buyer is fully and completely satisfied with all Property Conditions (defined below).

7.2 Seller Disclaimer as to Property Conditions. THE SELLER PARTIES (defined below) MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY OR ANY OF THE PROPERTY CONDITIONS AND HEREBY SPECIFICALLY DISCLAIM ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES. THE SELLER PARTIES FURTHER SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING WITH RESPECT TO ITS CONDITION OR FITNESS FOR USE.

7.3 No Reliance by Buyer, AS IS. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (a) BUYER HAS NOT RELIED ON ANY WARRANTIES, PROMISES, UNDERSTANDINGS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF ANY SELLER PARTY RELATING TO THE PROPERTY OR ANY PROPERTY CONDITION; AND (b) THAT BUYER IS ACQUIRING THE PROPERTY IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS," WITH ALL DEFECTS AND LIABILITIES, LATENT OR APPARENT, INCLUDING ENVIRONMENTAL CONDITIONS. SELLER SHALL CONVEY TITLE TO THE PROPERTY TO BUYER, AND BUYER SHALL ACCEPT TITLE TO THE PROPERTY, AT CLOSING, IN "AS IS, WHERE IS" CONDITION.

7.4 Buyer Waiver. BUYER HEREBY WAIVES ANY AND ALL OBJECTIONS TO, COMPLAINTS ABOUT, OR CLAIMS REGARDING THE PROPERTY AND THE PROPERTY CONDITIONS, INCLUDING ANY FEDERAL, STATE OR COMMON LAW BASED ACTIONS AND ANY PRIVATE RIGHT OF ACTION UNDER STATE AND FEDERAL LAW, INCLUDING ENVIRONMENTAL LAWS (defined below). BUYER FURTHER ASSUMES THE RISK OF CHANGES IN ENVIRONMENTAL LAWS AS THEY MAY RELATE TO PAST, PRESENT, OR FUTURE ENVIRONMENTAL CONDITIONS AT OR ABOUT THE PROPERTY, AS WELL AS THE RISK THAT

ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS.

7.5 Release by Buyer. BUYER HEREBY RELEASES EACH OF THE SELLER PARTIES FROM ANY AND ALL LIABILITIES (defined below) REGARDING OR OTHERWISE RELATING TO THE PROPERTY, INCLUDING WITH RESPECT TO ANY ENVIRONMENTAL CONDITION OR OTHER PROPERTY CONDITION. BUYER AGREES THAT THE MATTERS RELEASED PURSUANT TO THIS ARTICLE ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED. IN THIS CONNECTION, BUYER ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, CONTROVERSIES, DAMAGES, COSTS, LOSSES OR EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER ACKNOWLEDGES THAT THE RELEASE CONTAINED IN THIS SECTION HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THE FOREGOING. BUYER EXPRESSLY WAIVES ANY PROVISION OF STATUTORY OR DECISIONAL LAW TO THE EFFECT THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN SUCH PARTY'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY SUCH PARTY, MUST HAVE MATERIALLY AFFECTED SUCH PARTY'S SETTLEMENT WITH THE RELEASED PARTIES, INCLUDING PROVISIONS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

7.6 Disclaimer as to Advice. BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY AGENT OR REPRESENTATIVE OF SELLER HAS ACTED AS AN INVESTMENT, LEGAL, TAX OR FINANCIAL ADVISER TO BUYER IN ANY RESPECT OR OTHERWISE PROVIDED BUYER WITH ANY INVESTMENT, LEGAL, TAX, OR FINANCIAL ADVICE OF ANY NATURE WHATSOEVER.

7.7 Definitions. As used in this Agreement:

(a) "Environmental Condition" means the presence of any Hazardous Materials in, on, under, or migrating to or from the Property; the presence of endangered or protected plant or animal species on or adjacent to the Property; and noncompliance with Environmental Laws.

(b) "Environmental Laws" means any and all past, present and future federal, state or local law, statute, treaty, directive, decision, judgment, award, regulation, decree, rule, code of practice, guidance, order, direction, consent, authorization, permit, or similar requirement, approval or standard applicable in the jurisdictions where the Property is located concerning environmental, health or safety matters (including clean up standards and practices) in buildings, equipment, soil, sub surface strata, air, surface water, or ground water, whether set forth in applicable law or applied in practice to properties such as the Property in the jurisdictions in which the Property is located.

(c) "Hazardous Materials" means any and all dangerous substances, hazardous substances, toxic substances, radioactive substances, hazardous wastes, special wastes, controlled wastes, oils, petroleum and petroleum products, hazardous chemicals and any other materials which may be harmful to human health or the environment and which are or may be regulated or controlled under Environmental Laws in any of the jurisdictions in which the Property is located.

(d) "Liabilities" means any and all obligations, debts, covenants, conditions, representations, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including reasonable attorneys' fees and litigation and court costs.

(e) **"Property Conditions"** means any and all matters regarding, relating to, or otherwise affecting the Property, including:

(i) The physical condition of the Property; the value, utility, merchantability, income, and development potential of the Property; the square footage of the Property or of any building(s) located on the Property; and the fitness of the Property for any particular purpose;

(ii) The business that was conducted on the Property;

(iii) Except as otherwise expressly provided in the Deed, title to the Property;

(iv) The Environmental Condition of the Property;

(v) The zoning of the Property and the existence or availability of any other governmental approvals, such as subdivision/planned development approvals, site plan approvals, variances, plat/parcel map approvals, boundary/lot line adjustments, demolition, building and use permits, storm water discharge permits, sewer, water and other utility services connections and extensions, architectural approvals, permits, and reports, and traffic studies, that may be required in connection with Buyer's development and use of the Property;

(vi) Compliance of the Property with other federal, state or local laws, ordinances, statutes, rules or regulations, including building codes, and those relating to property access by persons with disabilities;

(vii) The existence or availability of any utility service to the Property and any extension, connection or reconnection fees, costs, or expenses, including those that may be incurred in bringing existing utilities into compliance with current, applicable laws, rules, regulations, and codes, including the requirements of the particular utility company; and

(viii) Compliance of the Property with any private use restrictions, such as recorded covenants, conditions, and restrictions.

(f) **"Seller Party"** or **"Seller Parties,"** as the context may require, means and includes Seller and Seller's affiliates and the respective shareholders, directors, officers, members, managers, employees, agents, attorneys, and other professional advisers of Seller and such affiliates.

7.8 **Survival:** The provisions of this Article shall survive the Closing or the cancellation of this Agreement.

ARTICLE 8 ADDITIONAL COVENANTS

8.1 **Possession.** Possession of the Property shall be given to Buyer at Closing.

8.2 **Risk of Loss.** Except as otherwise provided in Section 4.3, the risk of loss or damage to the Property as between Buyer and Seller and all liability to third persons until the Closing shall be borne by Seller. In case of loss or damage to the Property prior to the Closing, Buyer, at Buyer's option and as Buyer's sole and exclusive remedy, may either (a) cancel this Agreement by giving written notice to Seller and Escrow Agent, in which case Buyer will be entitled to a return of all earnest money; or (b) proceed with the Closing without any adjustment to the Purchase Price.

8.3 **Brokerage.**

(a) **Brokers Involved.** Seller warrants and represents to Buyer that Seller has not employed or otherwise dealt with any broker, finder, or other intermediary in connection with this Agreement or the

Transaction other than Stanton Hudmon with Pine Street/RPS LLC ("*Seller's Broker*"). Buyer warrants and represents to Seller that Buyer has not employed or otherwise dealt with any broker, finder, or other intermediary in connection with this Agreement or the Transaction other than Michael Carro with NAI Halford ("*Buyer's Broker*"). Buyer acknowledges and agrees that Buyer's Broker is acting solely as Buyer's agent in connection with this Agreement or the Transaction and that Buyer's Broker has no authority whatsoever to act on behalf of Seller, to make representations on behalf of Seller, or otherwise to represent Seller in any capacity.

(b) Payments; Indemnity. At Closing, Seller shall pay Seller's Broker five percent (5%) of the Purchase Price in accordance with a separate agreement between Seller and Seller's Broker, and Seller shall indemnify, defend, and hold Buyer harmless for, from and against any and all claims by Seller's Broker for a finder's fee, brokerage commission or other compensation in connection with this Agreement or the Transaction. At Closing, Seller's Broker has agreed to pay Buyer's Broker pursuant to a separate agreement between Seller's Broker and Buyer's Broker, and Buyer shall indemnify, defend, and hold Seller harmless for, from and against any and all claims by Buyer's Broker for a finder's fee, brokerage commission or other compensation in connection with this Agreement or the Transaction. If any other person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a broker, finder or other intermediary in connection with this Agreement or the Transaction, the party under whom such broker, finder or other intermediary is claiming shall indemnify, defend, and hold harmless the other party for, from and against any and all Liabilities in connection with such claim or any action or proceeding brought on such claim. These indemnities shall survive the Closing.

(c) Incentive Compensation to Brokers. Through its normal marketing and business development activities, Seller encourages brokers (acting as agents for buyers) to bring potential transactions to Seller for evaluation. In doing so, Seller may provide brokers with business entertainment, trips, merchandise or other incentives or benefits ("*Broker Incentives*"). Such Broker Incentives may be treated as part of Seller's general business expenses and, along with other types of expenses, may be taken into account by Seller from time to time in establishing fees, pricing or other terms and conditions of its sale transactions. To the extent that Buyer is concerned that Buyer's Broker may have received Broker Incentives, Buyer will discuss such matters with Buyer's Broker, and Seller shall have no Liabilities to Buyer with respect to any Broker Incentives given to Buyer's Broker.

8.4 Indemnification. Buyer shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to Seller) each Seller Party for, from, and against any and all Liabilities relating to or arising out of, in connection with, or as a result of any of the following: (a) the Property, to the extent arising or accruing from and after the Closing; (b) any breach by Buyer of any of Buyer's obligations under this Agreement or any other agreement or document delivered by or on behalf of Buyer in connection with the Transaction; and (c) any other act, event or transaction related, contemplated in or attendant to any of the foregoing (collectively, the "*Indemnified Matters*"); *provided, however,* that Buyer shall not have liability under this Section to a Seller Party with respect to any Indemnified Matter to the extent such liability has resulted primarily from the gross negligence or willful misconduct of such Seller Party, as determined by a court of competent jurisdiction in a final non-appealable judgment or order. The foregoing indemnity shall expressly survive the Closing. The indemnification provided in this Section is in addition to any other indemnity obligations of Buyer contained in this Agreement.

ARTICLE 9 DEFAULTS AND REMEDIES

9.1 Buyer Defaults. If Buyer defaults under this Agreement, Seller may cancel this Agreement and the escrow, such cancellation to be effective immediately upon Seller giving written notice of cancellation to Buyer and Escrow Agent, whereupon Seller shall be entitled to receive and retain all earnest money as consideration for entering into this Agreement and removing the Property from the market, with Escrow Agent being instructed to immediately pay such earnest money to Seller. Seller may also pursue any and all other remedies available at law or equity, including the right to recover money damages. In no event shall this Section be deemed to limit Seller's rights with respect to, or otherwise limit or remove, Buyer's indemnity obligations to Seller as set forth in this Agreement. If this Agreement is cancelled pursuant to this Section, Buyer shall be also responsible for and shall pay any and all escrow cancellation fees.

9.2 Seller Defaults. If Seller defaults under this Agreement, Buyer, as Buyer's sole and exclusive remedy for such default, may cancel this Agreement and the escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, whereupon Buyer shall be entitled to have the earnest money returned to Buyer. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON CLAIMING THROUGH BUYER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY LOSS OF PROFITS, BUSINESS OR ANTICIPATED SAVINGS, WHETHER OR NOT SUCH CLAIMS HAVE ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN BUYER'S FAVOR). BUYER HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS FOR SUCH SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES AND AGREES NOT TO SUE UPON, ASSERT ANY THEORY OF LIABILITY FOR, OR OTHERWISE CLAIM OR SEEK ANY SUCH SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.** If this Agreement is cancelled pursuant to this Section, Seller shall be responsible for and shall pay any and all escrow cancellation fees.

**ARTICLE 10
GENERAL PROVISIONS**

10.1 No Recordation of Agreement. Neither this Agreement nor any memorandum of this Agreement shall be recorded in any public record.

10.2 Notices.

(a) General Requirements. All notices, demands, requests, directions and other communications (collectively, "Notices") required or expressly authorized to be made by this Agreement will be written and addressed to Buyer, Seller, or Escrow Agent, as the case may be, at the following addresses or to such other address as such person shall have designated to each of the other persons in writing.

If to Seller: CNL Funding 2000-A, LP
c/o GE Capital, Franchise Finance
8377 East Hartford Drive
Suite 200
Scottsdale, Arizona 85255
Attention: Ann Halpern
Telephone: 480-563-6248
Email Address: ann.halpern@ge.com

With a copy to: CNL Funding 2000-A, LP
c/o GE Capital, Franchise Finance
450 South Orange Avenue,
Suite 1100
Orlando, Florida 32801-3336
Attention: Dave Hiett
Telephone: 954-938-1100
Email Address: david.hiett@ge.com

If to Buyer: Overnight delivery address:
CEJ South, Inc.
1710 Stephens Avenue
Panama City, Florida 32401
Attention: Chris Jensen, Jr.
Telephone: 850-814-4476
Email Address: cjensen@knology.net

Mailing address:
CEJ South, Inc.
P.O. Box 15306
Panama City, Florida 32406
Attention: Chris Jensen, Jr.

If to Escrow Agent:
First American Title Insurance Company
2425 East Camelback Road
Suite 300
Phoenix, Arizona 85016
Escrow Officer: Kristin Brown
Telephone: 602-567-8139
Email Address: kribrown@firstam.com

(b) Manner of Delivery and When Effective. Notices may be sent by hand delivery; by overnight delivery service, freight prepaid; or by email (if an email address is listed). Notices so given shall be deemed given and effective upon actual receipt. Emails are deemed to have been received as of the date of successful electronic delivery of the entire Notice; *however*, if successful delivery is completed after 4:00 o'clock p.m., local time for the recipient on such day, then the email will be deemed to have been received and become effective on the next succeeding day.

10.3 OFAC. Buyer represents and warrants to, and covenants with Seller that, as of the date of this Agreement and as of the Closing, neither Buyer nor any affiliate of Buyer is or shall be (a) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, or any other similar lists maintained by OFAC or any other Governmental Authority pursuant to any authorizing statute, Executive Order or regulation; or (b) a Person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation, or any other similar Executive Orders. Buyer is in full compliance with all applicable laws, regulations, and government guidance relating to the prevention and detection of money laundering violations or terrorist activities or threats.

10.4 Assignments. Buyer may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion, except that the prior written consent of Seller shall not be required if the assignment is to an Affiliate of Buyer or to Buyer's Qualified Intermediary in connection with a Buyer Exchange. "Affiliates" means each officer, director, general partner or joint-venturer of Buyer and any other individual or business entity that directly or indirectly Controls, is Controlled by, or is under common Control with, Buyer, and whose identity has been previously disclosed to Seller. "Control" and "Controlled" as used in the definition of "Affiliate", means and refers to the possession of either (a) the power to vote, or the beneficial ownership of, 25% or more of any class of voting securities (or other ownership interests) of Buyer; or (b) the power to direct or cause the direction of the management and policies of Buyer, whether by contract or otherwise. Buyer shall give written notice to Seller at least ten (10) days prior to the Closing Date of any proposed assignment, including the name of the proposed assignee and the names of the individuals and entities that Control the proposed assignee. In connection with and as a condition to any permitted assignment, assignor and assignee shall execute and deliver to Seller prior to Closing, an assignment and assumption agreement, in form and substance acceptable to Seller, pursuant to which the assignee assumes in writing all obligations imposed on Buyer as if the assignee were the original buyer named in this Agreement. In no event shall any such assignment release Buyer from liability under this Agreement. Any such assignment or transfer without such consent or which is not otherwise permitted by this Section shall, at Seller's sole option, be absolutely null and void and constitute an immediate default by Buyer under this Agreement. Any sale, transfer, encumbrance, or other disposition of a Controlling Interest (defined below) in Buyer will be deemed a prohibited assignment of this Agreement. "Controlling Interest" means an interest, the ownership of which empowers the holder to exercise a controlling influence over the management, policies or personnel of a corporation, general partnership, joint venture, limited partnership, limited liability partnership, limited liability company, trust, estate or other entity. In no event will this Agreement or any interest in this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings without the prior written

consent of Seller, which consent may be given or withheld in Seller's sole discretion nor will this Agreement or any rights or privileges of Buyer under this Agreement be deemed an asset of Buyer under any bankruptcy, insolvency or reorganization proceedings.

10.5 Modifications and Waivers. This Agreement may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in a writing signed by both parties.

10.6 Survival. The following obligations of the parties will survive the Closing or cancellation of this Agreement, whether contained in this Agreement or in any agreement, instrument, or other document given by a party in connection with the Transaction: (a) any and all obligations of the parties that are, by their terms, to be performed following the Closing; (b) all indemnity obligations of the parties; and (c) any other obligation with respect to which it is expressly provided that it will survive the Closing or cancellation of this Agreement.

10.7 Waiver of Jury Trial. SELLER AND BUYER, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

10.8 Governing Law. THE LAWS OF THE STATE OF FLORIDA (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PRINCIPLES) SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT.

10.9 Attorneys' Fees. If either party to this Agreement brings an action to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such action shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such action, all costs and expenses of such action, and a reasonable attorneys' fee as fixed by the judge. This Section shall survive the Closing or the early termination of this Agreement.

10.10 Time of the Essence. Time is of the essence for performance of all obligations under this Agreement. Unless otherwise expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 4:00 o'clock p.m. on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday, legal holiday, or any other day that Escrow Agent is closed for business, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which Escrow Agent is closed for business. Unless otherwise expressly stated in this Agreement, all time periods are measured according to the local time where the Escrow Agent is located.

10.11 Prohibition on Use of Seller's Name. Buyer agrees not to issue any press release or other public disclosure using the name, logo or otherwise referring to Seller, the General Electric Company, any of their affiliates, or the Transaction without the prior consent of Seller, in Seller's sole and absolute discretion.

10.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Signatures on counterparts of this Agreement that are delivered via any electronic means are authorized, and this Agreement shall be deemed executed when an executed counterpart hereof is transmitted by a party to the other party physically or via any electronic means.

10.13 Construction. The captions or headings of the Sections of this Agreement are for convenience only, and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement. The terms "herein", "hereof" and similar terms refer to Agreement as a whole. The term "including" means "including without limitation." In the computation of periods of time from a specified date to a later specified date

in this Agreement, the term "from" means "from and including" and the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including." Unless otherwise expressly indicated, references in this Agreement to an "Exhibit," "Article," or "Section" refer to the appropriate Exhibit to, or Article or Section in, this Agreement. This Agreement is being entered into by the parties in reliance upon the economic and legal bargains contained in this Agreement and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party that prepared the instrument, the relative bargaining powers of the parties or the domicile of any party, but shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement.

10.14 Entire Agreement Binding Effect. This Agreement, together with any confidentiality agreement executed by Buyer, constitutes the entire agreement between the parties with respect to the Transaction, and there are no other representations, warranties or agreements, written or oral, between Seller and Buyer relating to the Transaction. The parties acknowledge and affirm that they did not rely on any statement, oral or written, not contained in this Agreement in making their respective decisions to enter into this Agreement. Subject to the provisions of Section 11.4, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and permitted assigns.

10.15 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, acts of God, enemy or hostile governmental action, civil commotion, fire or other casualty beyond the control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to the Purchase Price to be paid by Buyer pursuant to this Agreement.

EXECUTED as of the date written on the first page of this Agreement.

SELLER:

- CNL FUNDING 2000-A, LP, a Delaware limited partnership

By: **GE CAPITAL FRANCHISE FINANCE CORPORATION**, a Delaware corporation, as Attorney in Fact, Property Manager and Special Servicer pursuant to that certain Property Management and Lease Servicing Agreement dated July 1, 2000

By: *Lisa Everroad*
Printed Name: _____
Its: Authorized Signatory **LISA EVERROAD**
Date Signed: January **AUTHORIZED SIGNATORY**
Jan. 31, 2012

BUYER:

CEJ SOUTH, INC., a Florida corporation

By: *Chris E. Jensen Jr.*
Printed Name: **CHRIS E. JENSEN JR.**
Its: *President/owner*
Date Signed: January *16*, 2012

EXHIBIT A
LEGAL DESCRIPTION AND STREET ADDRESS

The Property is located at 7253 Plantation Road, Pensacola, Florida, and is legally described as follows:

Commencing at the northwesterly corner of Parcel G, Plantation Park, as recorded in Plat Book 10, page 88, of the public records of Escambia County, Florida, and considering the West line of Parcel G to bear South 01 degree 18 minutes 00 seconds West and all bearings contained herein relative thereto said point lying on the curved southerly right of way line of Plantation Road (60 foot right of way); thence southwesterly along a curve concave to the southeast (radius of 247.04 feet) through a central angle of 23 degrees 45 minutes 07 seconds for an arc distance of 102.41 feet to a point of tangency; thence North 47 degrees 03 minutes 40 seconds West a distance of 60.00 feet; thence South 42 degrees 56 minutes 20 seconds West a distance of 253.54 feet to the point of beginning; thence South 42 degrees 56 minutes 20 seconds West a distance of 225.00 feet; thence North 47 degrees 03 minutes 40 seconds West a distance of 365.22 feet to a point on the curved southerly right of way of Interstate Highway I-10, then easterly along said right of way on a curve concave to the southeast (radius of 879.93 feet) through a central angle of 14 degrees 55 minutes 22 seconds for an arc distance of 229.17 feet; thence South 47 degrees 03 minutes 40 seconds East a distance of 325.19 feet to the point of beginning, lying in Section 30, Township 1 South, Range 30 West, Escambia County, Florida.

Escambia County Property Appraiser Reference No. 301S304101010002

RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT
HELD April 18, 2012

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:34 A.M. – 4:00 P.M.)

Present: Don Carlos
Auby Smith
John Lund
Bobby Price, Jr.
Jennifer Rigby
David Karasek

Absent: LuTimothy May

Staff Present: Kristin Hual, Assistant County Attorney
Lloyd Kerr, Director, Development Services
John Fisher, Urban Planner, Planning & Zoning
Karen Spitsbergen, Sr. Office Assistant

Attendees: Horace Jones
Andrew Holmer
Juan Lemos
Ryan Ross, Assistant County Attorney

REGULAR BOA AGENDA

1. Meeting was called to order at 8:34 a.m.
2. Staff was sworn in by clerk.
3. Acceptance of the April 18, 2012 BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.

Motion by Vice Chairman Auby Smith, Seconded by David Karasek
Motion was made to accept the meeting packet for April 18, 2012 with the staff findings of fact into evidence.

Vote: 6 - 0 Approved

Other: LuTimothy May (ABSENT)

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

Motion by Bobby Price, Jr., Seconded by David Karasek
Motion was made to waive the reading of the legal advertisement.

Vote: 6 - 0 Approved



Other: LuTimothy May (ABSENT)

5. Approval of the Resume Minutes for March 21, 2012.

Motion by Vice Chairman Auby Smith, Seconded by John Lund
Motion was made to approve the resume of the March 21, 2012 Board of Adjustment meeting.

Vote: 6 - 0 Approved

Other: LuTimothy May (ABSENT)

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

A. **Case No.: CU-2012-07**

Address: 8700 North Highway 29

Request: Expansion of an existing borrow pit

Requested by: W. R. Ward, Agent for C.R. & Eleanor Faye Campbell

Speakers: W. R. Ward, Agent for C.R. & Eleanor Faye Campbell
Walter Lambert

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

Mr. Smith acknowledged visiting the site.

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

Motion by Vice Chairman Auby Smith, Seconded by John Lund
Motion was made to accept staff's findings of fact and grant the conditional use to expand an existing borrow pit on to adjacent parcels.

Vote: 6 - 0 Approved

Other: LuTimothy May (ABSENT)

B. **Case No.: AP-2012-01**

Address: 7253 Plantation Rd

Requested: Appeal of the denial of Change of Use Permit

Appeal: #PLU120300315 (Based on Planning Board Interpretation # 2012-01)

Requested by: Kerry Anne Schultz, Esq., Agent for CNL Funding 2000-A, LP and C.E.J. South, Inc.

Speakers: Kerry Anne Schultz, Scott Bridgford, Luis Lorenz, Chris Jensen, Steve Lyon, Amie Remington, Buddy Page, Ajit Patel, Claire Bockwith, Gary Tippens, David Valletto, Sava Varazo, Tim McEvoy,

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

Mr. Smith acknowledged visiting the site.

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

Motion by John Lund, Seconded by Vice Chairman Auby Smith
Motion was made to limit public comment to 3 minutes for each speaker.

Vote: 6 - 0 Approved

Other: LuTimothy May (ABSENT)

Motion by Vice Chairman Auby Smith, Seconded by John Lund
Motion was made to accept Mr. Buddy Page as an expert in the area of Planning & Zoning.

Vote: 6 - 0 Approved

Other: LuTimothy May (ABSENT)

Motion by John Lund, Seconded by Bobby Price, Jr.
Motion was made to accept Mr. Sava Varazo as an expert witness in the area of air quality.

Vote: 6 - 0 Approved

Other: LuTimothy May (ABSENT)

Motion by John Lund, Seconded by David Karasek
Motion was made determining staff's decision was not arbitrary and capricious.

Vote: 3 - 3 Failed

Voted Yes: Bobby Price, Jr.

David Karasek

John Lund

Voted No: Chairman Don Carlos

Jennifer Rigby

Vice Chairman Auby Smith

Other: LuTimothy May (ABSENT)

Motion by Vice Chairman Auby Smith, Seconded by Jennifer Rigby
Motion was made to reverse staff's decision as arbitrary and capricious.

Vote: 4 - 2 Approved

Voted No: David Karasek

John Lund

Other: LuTimothy May (ABSENT)

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

The next Board of Adjustment Meeting is scheduled for Wednesday, May 16, 2012 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. The meeting was adjourned at 4:00 p.m.

SECOND AMENDMENT TO REAL ESTATE SALE AGREEMENT

This **SECOND AMENDMENT TO REAL ESTATE SALE AGREEMENT** (the "**Amendment**") is made and entered into effective as of May _____, 2012 (the "**Effective Date**") by and between **CEJ SOUTH, INC.**, a Florida corporation ("**Buyer**"), and **CNL FUNDING 2000-A, LP**, a Delaware limited partnership ("**Seller**").

RECITALS:

A. Buyer and Seller entered into a Real Estate Sale Agreement dated January 23, 2012, as amended pursuant to that certain First Amendment to Real Estate Sale Agreement dated as of March 14, 2012 (as so amended, the "**Agreement**"), relating to the purchase by Buyer from Seller of certain real property as described in the Agreement. Capitalized terms used in this Amendment and not otherwise defined in this Amendment have the meanings given to such terms in the Agreement.

B. Buyer and Seller have agreed to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer and Seller, Buyer and Seller agree as follows:

1. **Amendments.** The Agreement is amended as follows:
 - (a) **Extension of Closing Date.** Upon payment by Buyer to Escrow Agent of additional earnest money in the amount of \$20,000.00 (the "**Additional Earnest Money Deposit**"), the "**Closing Date**" set forth in **Section 6.1** of the Agreement shall be extended until 2:00 o'clock p.m., Phoenix, Arizona time, on May 29, 2012. The Additional Earnest Money Deposit shall be paid to Escrow Agent in the manner specified for the payment of earnest money under the Agreement. The Additional Earnest Money Deposit is fully earned and absolutely non-refundable, and shall be applicable to the Purchase Price at Closing.
2. **Further Documents.** Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Amendment.
3. **Entire Agreement; Ratification.** The Agreement, as amended by this Amendment, is the entire agreement between the parties with respect to the subject matter of the Agreement, as so amended. The parties acknowledge and affirm that they did not rely on any statement, oral or written, not contained in this Agreement, as amended by this Amendment, in making their respective decisions to enter into this Amendment. There are no binding agreements or representations between the parties except as expressed in the Agreement, as amended by this Amendment. As amended by this Amendment, the Agreement is ratified and confirmed.
4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document. Signatures on counterparts of this Amendment that are delivered via facsimile or by other electronic means are authorized, and this Amendment shall be deemed executed when an executed counterpart hereof is transmitted by a party to the other party physically or via any electronic means.

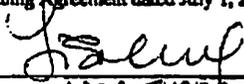


IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the Effective Date.

SELLER:

CNL FUNDING 2008-A, L.P, a Delaware limited partnership

By: GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation, as Attorney in Fact, Property Manager and Special Servicer pursuant to that certain Property Management and Lease Servicing Agreement dated July 1, 2000

By: 
Printed Name: LISA FURROAD
Its: Authorized Signatory

BUYER:

CEJ SOUTH, INC., a Florida corporation

By: 
Printed Name: CHRIS JENSEN JR.
Its: President

5/2/2012

Recorded in Public Records 05/30/2012 at 02:26 PM OR Book 6863 Page 1028,
Instrument #2012041877, Ernie Lee Magaha Clark of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$2940.00

Prepared by:

Ann Halpern
GE Capital, Franchise Finance
8377 E. Hartford Dr., Ste. 200
Scottsdale, AZ 85255

23801
When recorded, return to:

Kristin Brown
First American Title Insurance Company
2398 E. Camelback Rd., Suite 350
Phoenix, AZ 85016

4/12

FIRST AMERICAN TITLE SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made on May 29, 2012, by **CNL FUNDING 2000-A, LP**, a Delaware limited partnership ("Grantor"), whose address is 8377 East Hartford Drive, Suite 200, Scottsdale, Arizona 85255, to **CEJ SOUTH, INC.**, a Florida corporation ("Grantee"), whose address is P.O. Box 15306, Panama City, Florida 32406. Whenever used herein, the terms "Grantor" and "Grantee" include the parties to this instrument, and their successors and assigns.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all that certain real estate located in Pensacola, Escambia County, Florida, described on the attached **Exhibit A** hereto, together with the buildings, fixtures and improvements now located thereon, (the "Property");

SUBJECT TO all taxes, assessments, liens, easements, encumbrances, restrictions and other matters of record and all matters that an accurate inspection or survey of the Property would disclose, provided, however, that reference herein shall not act to reimpose the same;

TOGETHER WITH all 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 binds itself to warrant and defend title to the Property as against all acts of the Grantor herein and none other, subject to the matters set forth above.

Pensacola, Florida
Amat No. 001230

EXHIBIT

F

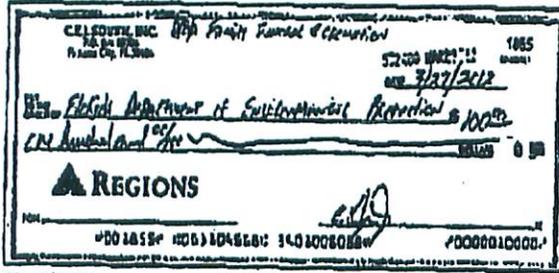
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EXHIBIT A

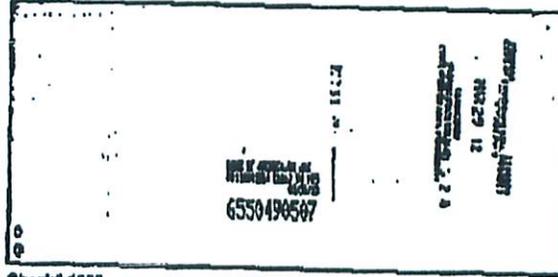
LEGAL DESCRIPTION AND STREET ADDRESS

7253 Plantation Road, Pensacola, Florida

Commencing at the northwesterly corner of Parcel G, Plantation Park, as recorded in Plat Book 10, page 58, of the public records of Escambia County, Florida, and considering the West line of Parcel G to bear South 01 degree 18 minutes 00 seconds West and all bearings contained herein relative thereto said point lying on the curved southerly right of way line of Plantation Road (60 feet right of way); thence southwesterly along a curve concave to the southeast (radius of 247.04 feet) through a central angle of 23 degrees 45 minutes 07 seconds for an arc distance of 102.41 feet to a point of tangency; thence North 47 degrees 03 minutes 40 seconds West a distance of 60.00 feet; thence South 42 degrees 36 minutes 20 seconds West a distance of 233.54 feet to the point of beginning; thence South 42 degrees 36 minutes 20 seconds West a distance of 223.00 feet; thence North 47 degrees 03 minutes 40 seconds West a distance of 145.22 feet to a point on the curved southerly right of way of Interstate Highway I-10, then easterly along said right of way on a curve concave to the southeast (radius of 879.93 feet) through a central angle of 14 degrees 55 minutes 22 seconds for an arc distance of 229.17 feet; thence South 47 degrees 03 minutes 40 seconds East a distance of 323.19 feet; to the point of beginning, lying in Section 30, Township 1 South, Range 30 West, Escambia County, Florida.

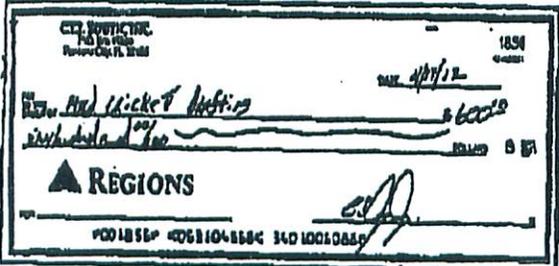


Check# 1855 04/02/2012 \$100.00

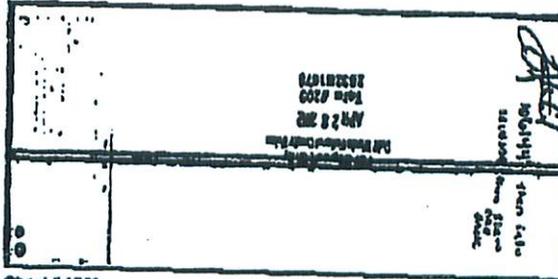


Check# 1855 04/02/2012 \$100.00

Crematory Permit

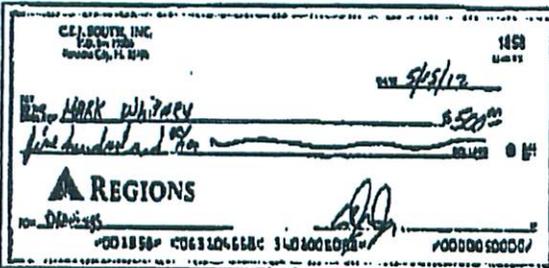


Check# 1856 04/20/2012 \$600.00



Check# 1856 04/20/2012 \$600.00

Architectural Drawings

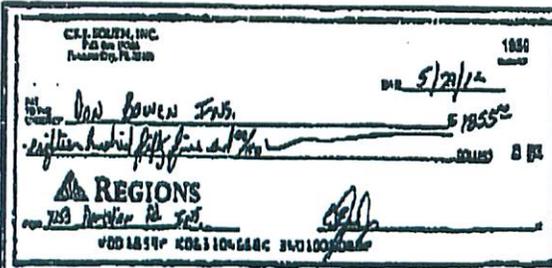


Check# 1858 05/15/2012 \$500.00

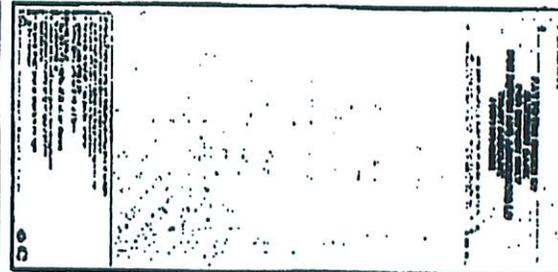


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Architectural Drawings

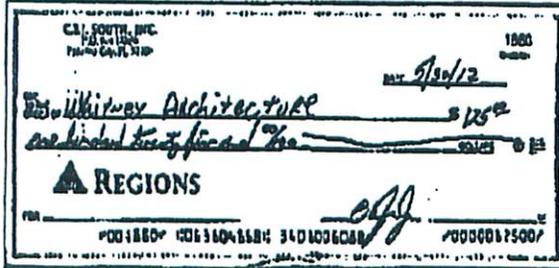


Check# 1859 05/30/2012 \$1855.00

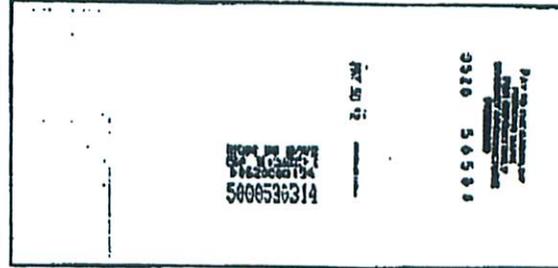


Check# 1859 05/30/2012 \$1855.00

Building Insurance



Check# 1860 05/30/2012 \$125.00



Check# 1860 05/30/2012 \$125.00

Architectural Drawings



**Escambia County
Clerk's Original**

7/24/2014 5:45pm P.H.

ORDINANCE NUMBER 2014- 30

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, SECTION 3.02.00 BY ADDING AND AMENDING DEFINITIONS FOR FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED CONSUMER SERVICES; AMENDING ARTICLE 6 BY ESTABLISHING LOCATIONAL CRITERIA FOR FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS AND RELATED CONSUMER SERVICES; AMENDING ARTICLE 11 BY AUTHORIZING CERTAIN FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED CONSUMER SERVICES IN THE AIRFIELD INFLUENCE PLANNING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has authorized permitted and subordinate activities and land uses in specified zoning districts; and

WHEREAS, the Board finds that the regulation and safe operation of funeral establishments, cemeteries, cinerators and other related consumer services as uses under its Land Development Code is reasonable and advances the public health, safety, and welfare; and

WHEREAS, the Board further finds that imposing certain restrictions on such uses would protect the public health, safety, welfare from any deleterious effects on neighboring properties that may stem from these uses.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this ordinance as the legislative findings of the Escambia County Board of County Commissioners.



Date: 7/29/2014 Verified By: J. Casew

SECTION 2. DEFINITIONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, parts of Articles 3, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment A.**

SECTION 3. ZONING DISTRICTS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment B.**

SECTION 4. AIRPORT/AIRFIELD ENVIRONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 11, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment C.**

SECTION 5. PERFORMANCE STANDARDS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment D.**

SECTION 6. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 7. INCLUSION IN CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this 24th day of July, 2014.

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: *Lumon J. May*
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed
7/29/2014



By: *Pam Childers*
Deputy Clerk

This document approved as to form and legal sufficiency.

By: *AJC*
Title: ASST. COUNTY ATTORNEY
Date: JULY 25, 2014

ENACTED: July 24, 2014

FILED WITH THE DEPARTMENT OF STATE: July 29, 2014

EFFECTIVE DATE: July 29, 2014

Article 3. DEFINITIONS

3.02.00. Terms defined.

~~*Cemetery.* Land used or dedicated to the interment of the deceased. May include a burial park for earth interments, a crematorium and columbarium for cinerary interments, a mausoleum for vault or crypt interments, or a combination thereof, and necessary sales and maintenance facilities. Mortuaries may be included when operated within the boundary of such cemetery and if allowed in the same zoning district as the cemetery.~~

Cemetery. Means a place dedicated to and used or intended to be used for the permanent interment of human remains or cremated remains. A cemetery may contain land or earth interment; mausoleum, vault, or crypt interment; a columbarium, ossuary, scattering garden, or other structure or place used or intended to be used for the interment or disposition of cremated remains; or any combination of one or more of such structures or places.

Cinerator. Means a facility where dead human remains are subjected to cremation.

Columbarium. Means a structure or building that is substantially exposed above the ground and that is intended to be used for the inurnment of cremated remains.

Cremation. Means any mechanical or thermal process whereby a dead human body is reduced to ashes and bone fragments. Cremation also includes any other mechanical or thermal process whereby human remains are pulverized, burned, re-cremated, or otherwise further reduced in size or quantity.

Direct disposition. Means the cremation of human remains without preparation of the human remains by embalming and without any attendant services or rites such as funeral or graveside services or the making of arrangements for such final disposition.

Direct disposal establishment. Means a licensed facility where a direct disposer practices direct disposition.

Funeral establishment. Means a facility licensed under F. S. chapter 497, where a funeral director or embalmer practices funeral directing or embalming.

Mausoleum. Means a structure or building that is substantially exposed above the ground and that is intended to be used for the entombment of human remains.

Article 6. ZONING DISTRICTS.

6.05.00. District regulations.

6.05.01. AG agricultural district, low density.

A. Intent and purpose of district. This district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuation and expansion of viable agricultural activities within the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit. Refer to article 11 for uses, heights and densities allowed in AG - agricultural areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
2. Silviculture.
3. Mariculture and aquaculture.
4. Single-family residences.
5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public.
8. Animal hospitals, clinics and kennels.
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as a single-family dwelling, subject to the other relevant provisions of this Code.
11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subparts C. or D., below.
16. Feed and farm equipment stores.
17. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy FLU 1.1.10.
18. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and accessory buildings.
19. Commercial communication towers 150 feet or less in height.
20. Family day care homes and family foster homes.
21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- [22. Reserved]
23. Hunting preserves, shooting ranges, gun and rifle clubs, etc.
24. Public parks and recreation facilities
25. Cemeteries, family cemeteries, funeral establishments.

C. *Prohibited uses.*

1. Multifamily dwellings.
2. Landfills.

D. *Conditional uses.*

1. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
2. Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations or collection points and/or processing facilities.
3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.
4. Hospitals, nursing homes and similar uses, except in the Coastal High Hazard Area (CHHA) future land use categories.
5. The raising of exotic animals and birds.
6. Junkyards, salvage yards, and waste tire processing facilities.
7. Two-family dwellings.
8. Clinics.
9. Cinerators, cremation services, direct disposal establishments.

E. *Site and building requirements.*

1. *Lot area, minimum.*
 - a. Single-family residence. One and one-half acres (65,340 square feet), however, any deed or gift of any parcel of land given without valuable consideration to any member of the donor's immediate family shall be exempted from the minimum lot area requirements. The deeding option shall be limited to one time only for each immediate family member.
 - b. Public utility uses, animal hospitals, churches and schools shall be exempted from the minimum lot area requirement.
 - c. Animal clinics and kennels or other boarding facilities--Two acres minimum.
 - d. Cemeteries—Two acres minimum.

6.05.02. *RR rural residential district (cumulative), low density.*

A. *Intent and purpose of district.* This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of

Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

2. Any use permitted in the preceding district except as noted below.

C. *Conditional uses.*

1. Public riding stables.
2. Kennels.
3. Animal hospitals and veterinary clinics.
4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
5. Home occupations with employees.
6. Country clubs, golf courses and tennis clubs.
7. Any conditional use permitted in the preceding district, except antenna towers, incinerators, cremation services, and direct disposal establishments.
8. Guest residence for medical care.
9. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
10. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Prohibited uses.*

1. Any use prohibited in the AG district.
2. Commercial communication towers.
3. Junkyards, salvage yards, and waste tire processing facilities.

E. *Site and building requirements.*

1. *Lot area, minimum.*

Single-family dwelling . . . 1/2 acre
Horses and private stables . . . 2 acres
Campgrounds . . . 5 acres
Place of worship . . . 1 acre
Educational facilities . . . 1 acre
Kennels . . . 2 acres
Keeping of farm animals . . . 2 acres
Cemeteries... 2 acres

6.05.03. *AMU-1 airfield mixed use-1 district (noncumulative).*

A. *Intent and purpose of district.* The airfield mixed-use-1 district allows a compatible mix of certain types of commercial uses and single-family residential uses within the airfield influence planning district-1 (AIPD-1). The intent is to give a commercial option to property owners without the accompanying high residential densities allowed in the cumulative commercial districts. Buffering and landscaping/site requirements are more stringent than normal to protect residential uses from possible negative impacts if near commercial

development. Additionally, the type of commercial use is limited to correspond to military recommendations and article 11 requirements. All commercial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies FLU 1.1.10) and article 7. While the intent is for this zoning district to apply primarily to the AIPD-1 overlay areas, it can also be utilized in other unincorporated areas of Escambia County in which it is compatible with the future land use category with a maximum density of three d.u./acre. Maximum density is commensurate with the density specified in the accident potential zone (APZ) or AIPD area in which the site is located. (See adopted maps.)

All lots of record as of August 21, 2001, are allowed one single-family residence regardless of density limitations.

The following densities shall apply in airfield mixed use-1:

1. *NAS Pensacola*

TABLE INSET:

a.	CZ (Clear Zone)	0 d.u./acre
b.	AIPD-1 Area A" "	0 d.u./acre
c.	APZ-1 (NASP)	0 d.u./acre (off the end of the runway)
d.	APZ-1 (All others)	1 d.u./2.5 acres
e.	APZ-2 (NASP)	2 d.u./acre (off the end of the runway)
f.	APZ-2 (All others)	3 d.u./acre
g.	AIPD-1 Area B" "	3 d.u./acre

2. *NOLF Saufley*

TABLE INSET:

a.	Clear Zones (CZ)	0 d.u./acre
b.	APZ-1	1 d.u./2.5 acres
c.	APZ-2	3 d.u./acre
d.	AIPD-1 Area B" "	3 d.u./acre

TABLE INSET:

a	AIPD-1 Area B" "	3 d.u./acre
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B. *Permitted uses.*

1. Single-family residential house.
2. Mobile homes are allowed as single-family dwellings, subject to the other relevant provisions of this Code. No mobile home parks allowed.

3. The growing of vegetables or other food crops for personal consumption by the residents (in all APZ areas plus Area "A" and Area "B").
4. Automobile service stations (no outside storage, minor repair only) (floor area ratio (FAR) 0.14 in APZ-1 and 0.28 in APZ-2).
5. Bicycle sales and mechanical services (no outside storage) (FAR 0.11 in APZ-1 and 0.22 in APZ-2).
6. Appliance repair shops (no outside storage or work permitted) (FAR 0.11 in APZ-1 and 0.22 in APZ-2).
7. Contract construction services (FAR 0.11 in APZ-1 and 0.22 in APZ-2).
8. Public utility and service structures (APZ-1, APZ-2 and Area "B").
9. Professional offices as listed are allowed in APZ-2 and Area "B" only (FAR 0.22): a. Architects, engineers, lawyers. b. Tax consultants, accountants. c. Real estate, insurance offices and finance.
10. Neighborhood retail sales and services listed below, in APZ-2. Gross floor area of building not to exceed 6,000 square feet. No permanent outside storage allowed (FAR 0.22).
 - a. Food and drugstores (FAR 0.24).
 - b. Personal service shops (FAR 0.22).
 - c. Clothing and dry goods store (FAR 0.28).
 - d. Specialty shops (FAR 0.22).
 - e. Bakeries whose products are made and sold at retail on the premises (FAR 0.24).
 - f. Florists shops provided that products are displayed and sold wholly within an enclosed building (FAR 0.22).
 - g. Small shopping centers 65,000 square feet or less (FAR 0.22).
11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

12. Family cemeteries.

6.05.05. R-1 single-family district, low density.

A. Intent and purpose of district. This district is intended to be a single-family residential area with large lots and low population density. The maximum density is four dwelling

units per acre. Refer to article 11 for uses and densities allowed in R-1, single-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-1 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

B. Permitted uses.

1. Single-family detached dwellings and their customary accessory structures and uses.
2. The growing of vegetables or other food crops is permitted as long as the primary purpose for such activity is to provide for personal consumption by the residents. The raising of crops or other plants for commercial purposes is prohibited.
3. Public utility.
4. Marina (private).
5. Residential dock or pier.
6. Family day care homes and family foster homes.
7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
8. Family cemeteries.

6.05.12. R-5 urban residential/limited office district, (cumulative) high density.

A. Intent and purpose of district. This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 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 article 11 for uses, heights and densities allowed in R-5, urban residential/limited office areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. Any permitted uses in the R-4 district.
2. Professional offices including, but not limited to, those of architects, engineers, lawyers, tax consultants, accountants and medical and dental clinics, real estate and insurance offices.
3. Mobile homes as single-family residences.
4. Public utility and service structures.
5. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

C. Prohibited uses. Any business which displays merchandise to be sold on the premises unless such business is part of a multistory, or multiunit, predominately residential project or accessory to the office use.

D. Conditional uses.

1. Any conditional uses allowed in the preceding districts.
2. ~~Cemeteries, mausoleums and crematoriums.~~
3. Enclosed animal hospitals and veterinary clinics.
4. Mobile home subdivisions and parks.
5. Private clubs and lodges.
6. Funeral establishments.
7. Cinerators, cremation services, direct disposal establishments.

6.05.14. C-1 retail commercial district (cumulative).

A. Intent and purpose of district. This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan. The maximum density for residential uses 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 article 11 for uses, heights and densities allowed in C-1, retail commercial areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with C-1 zoning located in the C-3(OL) Warrington Commercial Overlay District, 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.

All retail commercial (C-1) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies FLU 1.1.10) and in article 7.

B. Permitted uses.

1. Any use permitted in the R-6 district.
2. Places of worship, educational institutions or facilities.
3. Personal service establishments such as, but not limited to, banks, beauty parlors, medical and dental clinics, restaurants including on-premises consumption of alcohol, financial institutions, professional and other offices, parking garages and lots, laundry and dry cleaning pickup stations, self-service coin-operated laundry and dry cleaning establishments, shoe repair, tailoring, watch and clock repair, locksmiths and data processing.

4. Retail business including, but not limited to: drug, package, hardware stores, book, stationery, china and luggage shops, newsstands, florists, photographic supplies and studios, wearing apparel shops, paint and wallpaper; accessory storage for retail uses.
5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the tract of land on which they are located are in excess of 200 feet from any R-1 or R-2 districts unless separated from such district by a three lane road (or larger) or a minimum 60-foot right-of-way.
6. Automobile repair shops for ignition, fuel, brake and suspension systems or similar uses.
7. Automobile service stations including minor auto repairs.
8. Automobile washing facility.
9. Hotels and motels.
10. Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in article 8 of this Code.
11. Grocery, produce, meat and convenience stores, including the incidental sale of gasoline.
12. Health and fitness clubs.
13. Hospitals.
14. Printing, bookbinding, lithography and publishing companies.
15. Interior decorating, home furnishing, and furniture stores.
16. Music conservatory, dancing schools and art studios.
17. Music, radio and television shops.
18. ~~Mortuary and~~ Funeral establishments. ~~homes~~.
19. Dry cleaning establishments provided that equipment used emits no smoke or escaping steam and uses nonflammable synthetic cleaning agents (perchloroethylene, trichloroethylene, etc.)
20. Indoor movie theaters.
21. Enclosed animal hospitals and veterinary clinics.
22. Campgrounds.
23. Secondhand stores and used clothing deposit box when such boxes are operated (placed) by charitable organizations.
24. Wholesale warehousing (if less than 10,000 square feet).
25. Mini-warehouses. No ancillary truck rental service or facility allowed without conditional use approval.
26. Bowling alleys, skating rinks and billiard parlors providing such activities and facilities are enclosed within a soundproof building.
27. Recreational and commercial marinas.
28. Garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent to the garden shop or nursery.
29. Antique shops, pawn shops.
30. Commercial communication towers 150 feet or less in height.
31. Arcade amusement centers and bingo facilities.
32. Family cemeteries.
33. Cemeteries.

324. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

6.05.16. C-2 General commercial and light manufacturing district (cumulative).

A. Intent and purpose of district. This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. New residential uses located in a Commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Comprehensive Plan Policy FLU 1.3.1. The maximum density for residential uses is 25 dwelling units per acre, except in the Low Density Residential FLU category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in C-2, general commercial and light manufacturing areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with C-2 zoning located in the C-3(OL) Warrington Commercial Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (policy FLU 1.1.10) and in article 7.

B. Permitted uses.

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.

9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailered boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
22. Temporary structures. (See section 6.04.16)
23. Arcade amusement centers and bingo facilities.
24. Outdoor sales.
25. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

C. *Conditional uses.*

1. Kennels.
2. Heliports.
3. Automobile race track.

4. Solid waste transfer stations, Material Recovery Facilities, collection points, and/or processing facilities.
5. Junkyards, salvage yards, and waste tire processing facilities.
6. Cinerators, cremation services, direct disposal establishments.

6.05.17. ID-CP commerce park, district (cumulative).

A. Intent and purpose. This district is intended to provide for relatively large scale light industrial commerce and business park areas. Uses located in this district are protected from adverse impacts of incompatible industrial and commercial uses. A high level of site design standards are required for review during the development review process. Refer to article 11 for uses, heights and densities allowed in ID-CP, commercial park areas located in the Airport/Airfield Environs. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in article 7.

B. Permitted uses.

1. Any use permitted in the preceding C-2 district, except as may be provided in subsection D., below.
2. Cinerators, cremation services, direct disposal establishments.

C. Conditional uses.

1. Automobile service stations, (except gasoline sales accessory to a convenience store is authorized as a permitted use) and automobile or truck repair shops.
2. Any conditional use allowed in the C-2 general commercial district except automobile race tracks.

6.05.19. ID-2 general industrial district (noncumulative).

A. Intent and purpose. This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in article 7. Refer to article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.

3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, Material Recovery Facilities, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.
15. Cemeteries.
16. Family cemeteries.
17. Funeral establishments.
18. Cinerators, cremation services, direct disposal establishments.

6.05.21. SDD special development district, (noncumulative) low density.

- A. *Intent and purpose.* This district is intended to conserve and protect environmentally sensitive areas that have natural limitations to development. These areas have certain ecological functions which require performance standards for development. SDD is to be phased out over time and no property not now zoned SDD will be zoned SDD in the future. The maximum density of this district is three dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in SDD, special development areas located in the Airport/Airfield Environs.
- B. *Permitted uses.*
 1. Single-family dwelling units and their customary accessory structures (including single-family detached, duplex and triplex structures and mobile homes).
 2. Home occupations.
 3. Horticulture, floriculture and greenhouses.
 4. Mariculture and aquaculture.
 5. Areas for display and sale of fruit, vegetables and similar agricultural products.
 6. The growing of crops and plants.
 7. The keeping of horses and private stables.

8. Silviculture.
9. Public utility.
10. Public facilities provided that the construction of such facilities meets the following conditions:
 - a. They are consistent with the county's Comprehensive Plan.
 - b. It is determined that the proposed project will not adversely affect the environment, through review by all federal and state regulatory agencies with jurisdiction over the project.
 - c. Construction is undertaken and completed in a manner and to a specification which protects, conserves or preserves the natural resources in the area to the maximum reasonable extent.
11. Family day care homes and family foster homes.
12. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
13. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
14. Family cemeteries.

6.05.22. VAG villages agriculture districts.

VAG 1-- Gross density (five dwelling units per 100 acres on one-acre parcels).

VAG 2-- Gross density (one dwelling unit per five acres).

Minimum lot size = five acres unless clustered.

If clustered, minimum lot size = one acre.

The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Residential density bonuses are available for clustering residential lots outside areas of prime farmland. When residential lots are created, small lot sizes are encouraged in order to protect viable farm production activities and curb premature conversion of prime farmland acreage to nonagriculture uses. Refer to article 11 for uses, heights and densities allowed in VAG, villages agricultural areas located in the Airport/Airfield Environs.

Density bonuses, transfer, and smaller lot sizes are offered for clustering development outside prime farmland and wetlands as an incentive to protect these resources from development pressures (see section 7.17.00 for calculation of density bonus points).

A. Intent and purpose.

1. *Intent and purpose of VAG 1 district.* This district is characterized by land resources necessary or used to support large farming operations. The objective of this district is to

keep large parcels of land from being broken into smaller tracts of multiple ownership making it difficult to assemble enough acreage for efficient agricultural operations.

2. *Intent and purpose of VAG 2 district.* This district is characterized by the following types of agricultural lands:

(a) Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or (b) Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or (c) Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewered.

B. *Permitted uses.*

1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
2. Silviculture.
3. Mariculture and aquaculture.
4. Single-family residences.
5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public (minimum lot size two acres).
8. Animal hospitals, clinics and kennels (minimum lot size two acres).
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwellings, subject to the other relevant provisions of this Code.
11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subparts C. or D., below.
16. Feed and farm equipment stores.
17. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy FLU 1.1.10.
18. Commercial communication towers less than 150 feet or less in height.
19. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and similar uses.
20. Home occupations.
21. Family day care homes and family foster homes.
22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
23. Motorized commercial recreation uses (minimum lot size 20 acres).
24. Golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings.
25. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

- 26. Funeral establishments.
- 27. Cemeteries.
- 28. Family Cemeteries.

C. *Prohibited uses.* Landfills or hazardous waste storage facilities, (permanent), but not including solid waste transfer stations, collection points, and/or processing facilities.

D. *Conditional uses.*

1. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
2. Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations, collection points and/or processing facilities.
3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.
4. Hospitals, clinics, nursing homes and similar uses.
5. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
6. Junkyards, salvage yards, and waste tire processing facilities.
7. Cinerators, cremation services, direct disposal establishments.

6.05.23. *VR villages rural residential districts.*

VR-1-- Gross density: One unit per four acres.

VR-2-- Gross density: One unit per 0.75 acre.

VR-3-- Gross density: One unit per two acres.

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.

B. *Permitted uses.*

1. Single-family residences.
2. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
3. Silviculture.
4. Mariculture and aquaculture.
5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public (minimum lot size two acres).

8. Animal hospitals, clinics and kennels (minimum lot size two acres).
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwelling, subject to the other relevant provisions of this Code.
11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subpart C. or D., below.
16. Feed and farm equipment stores.
17. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and other similar uses.
18. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy FLU 1.1.10.
19. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and accessory buildings.
20. Home occupations.
21. Existing auto salvage business.
22. Family day care homes and family foster homes.
23. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
24. Funeral establishments.
25. Cemeteries.
26. Family Cemeteries.

6.05.24. V villages single-family residential district.

- V-1-- Villages single-family residential--Gross density (one unit per acre).
V-2-- Villages single-family residential--Gross density (two units per acre).
V-2A-- Villages single-family residential--Gross density (three units per acre).
V-3-- Villages single-family residential--Gross density (five units per acre).

These maximum densities may or may not be attainable based on other code provisions and site-specific conditions.

A. Intent and purpose of V-1 through V-3 districts. Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions with the exception of V-1, which has a minimum lot size of one acre, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to article 11 for uses and densities allowed in V, villages single-family residential

areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

B. Permitted uses.

1. Single-family detached dwellings and their customary accessory structures and uses.
2. The growing of vegetables or other food crops is permitted as long as the primary propose for such activity is to provide for personal consumption by the residents. The raising of crops or other plants for commercial purposes is prohibited.
3. Public utility.
4. Marina (private).
5. Residential dock or pier.
6. Family day care homes and family foster homes.
7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
8. Family cemeteries.

6.05.27. VM-1 villages mixed residential/commercial district.

Gross density for residential uses (four units per acre).

Maximum area for commercial uses (6,000 square feet for retail/service unless a planned neighborhood center).

- A. Intent and purpose of district.* Mixed residential/neighborhood commercial district allowing neighborhood commercial uses within single-family and multifamily residential areas. "Planned neighborhood commercial centers" which meet specific development criteria are permitted. Multifamily uses include duplexes, quadraplexes, townhouses, and patio homes, but do not include other apartment structures. No minimum lot size for new subdivisions, but development must meet overall density requirements.

All neighborhood commercial (VM-1) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in article 7. Refer to article 11 for uses and densities allowed in VM-1, villages mixed residential/neighborhood commercial areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

B. Permitted uses.

1. Single- and multiple-family uses permitted in V-1, V-2, V-3 or V-4 districts, except as noted above.

2. Professional offices including but not limited to those of architects, engineers, lawyers, tax consultants, accountants and medical and dental clinics, real estate and insurance offices.
3. Planned neighborhood centers containing neighborhood retail sales and services with maximum square footage of 35,000.
4. Neighborhood retail sales and services listed below (gross floor area of building not to exceed 6,000 square feet unless in a planned neighborhood center). No permanent outside storage allowed.
 - a. Food and drugstores.
 - b. Personal service shops.
 - c. Clothing and dry goods store.
 - d. Specialty shops.
 - e. Banks and financial institutions.
 - f. Bakeries, whose products are made and sold at retail on the premises.
 - g. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - h. Health clubs, spa and exercise centers.
 - i. Studio for the arts.
 - j. Martial arts studios.
 - k. Bicycle sales and mechanical services.
 - l. Other retail/service uses of similar type and character of those listed herein.
5. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
6. Restaurants.
7. Automobile service stations (no outside storage, minor repair only).
8. Appliance repair shops (no outside storage or work permitted).
9. Public utility and service structures.
10. Places of worship and educational facilities/institutions.
11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
12. Cemeteries-two acres.
13. Family cemeteries.
14. Funeral establishments.
- ~~42~~15. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

6.05.29. *GBD—Gateway business district. A. Intent and purpose of district.* The district is intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business communities. To accomplish this purpose, stringent site development standards established adequate setbacks, landscaping, and buffering.

These districts are characterized by community-serving commercial uses located adjacent to or in immediate proximity to the US 29 corridor and in immediate proximity to SR 97 at the Alabama-Florida state line. C-2 type distribution, manufacturing, fabrication and assembly-type operations which are completely enclosed within the confines of a building are permitted when located within a planned business development. Outside storage is permitted when screened. Such treatment is appropriate to protect nearby residential areas from the incompatible impacts of more intense uses such as noise, odors, truck traffic, glare, and visual blight. Refer to article 11 for uses and densities allowed in GBD, gateway business district areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

B. Permitted uses.

1. C-1 and C-2 type uses with conditions noted above.
2. Planned business developments.
3. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
4. Family cemeteries.

6.05.30. GID--Gateway industrial district. A. Intent and purpose of district. This district is intended to be a light to moderate industrial area which will enhance portions of the US 29 and US 95A corridors as visually attractive, well-planned industrial areas which are screened and buffered to assure compatibility with adjacent nonindustrial districts and uses. The district is intended to accommodate uses requiring access to rail and principal arterial roadways, when other objectives of the district are met. To accomplish this purpose and promote compatibility with neighboring areas, stringent site development standards establish adequate setbacks, landscaping, screening and buffering. Refer to article 11 for uses, heights and densities allowed in GID, gateway industrial district areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. C-2 and ID-1 type uses except mobile home sales and service.
2. Planned business developments.
3. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
4. Funeral establishments.
5. Family cemeteries.
6. Cemeteries-Two acres.
7. Cinerators, cremation services, direct disposal establishments.

Article 11.

11.02.02. AIPD-1

C. *Airfield Influence Planning District-1, permitted, prohibited and conditional uses.* Listings of allowed uses in the various zoning categories when they lay beneath AIPD-1 overlay zones are detailed below.

4. *R-5, residential and limited office district.* Where the underlying zoning is R-5, the permitted and conditional uses are as follows.

a. *Permitted uses.*

- (1) Any use permitted in the preceding district.
- (2) One single-family dwelling per lot of record existing as of August 21, 2001. Mobile homes are allowed as single-family dwellings, subject to the other relevant provisions of this Code. New subdivisions or developments are subject to the density limits in section 11.01.01.A.
- (3) Professional offices, as listed below, are permitted in APZ-2, maximum FAR of 0.22:
 - a. Finance, insurance and real estate.
 - b. Professional services, such as architects, engineers, lawyers, tax consultants and accountants.
- (4) Public utility and service structures, excluding communication towers.

b. *Conditional Uses.*

- (1) Any conditional use allowed in the previous R-1, R-2, V-2A, R-3 and R-4 districts.
- (2) Cemeteries, mausoleums and ~~crematoriums~~ cinerators. No chapels or churches are allowed in AIPD-1, AIPD-1 Area "A", or AIPD-1 Area "B"
- (3) Enclosed animal hospitals and veterinary clinics.

c. *Prohibited uses.* Any use not listed in subparts B. or C., above.

6. *C-1, retail commercial district.* Where the underlying zoning is C-1, the permitted and conditional uses are as follows.

a. *Permitted uses.*

- (1) Any use permitted in the preceding district.
- (2) One single-family dwelling per lot of record existing as of August 21, 2001.

- (3) Nonconforming commercial uses legally existing as of August 21, 2001 shall continue as nonconforming uses subject to the provisions of Article 9, e.g., expanding a nonconforming use, etc.
- (4) Automobile repair shops for ignition, fuel, brake and suspension systems or similar uses. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- (5) Automobile service stations including minor auto repairs. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- (6) Automobile washing facility. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- (7) Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in Article 8 of this Code.
- (8) Convenience stores, including the incidental sale of gasoline. Maximum FAR of 0.14 in APZ-1 and 0.28 in APZ-2.
- (9) Printing, bookbinding, lithography and publishing companies. Maximum FAR of 0.28 in APZ-1 and 0.56 in APZ-2.
- (10) Interior decorating, home furnishing, and furniture stores. Maximum FAR of 0.28 in APZ-2, not allowed in APZ-1.
- (11) Music, radio and television shops.
- (12) ~~Mortuary and funeral homes.~~ Funeral establishments. No chapels are allowed within APZ-1 or APZ-2.
- (13) Wholesale warehousing if less than 10,000 square feet. Maximum FAR of 1.0 in APZ-1; 2.0 in APZ-2
- (14) Mini-warehouses. Maximum FAR of 1.0 in APZ-1; 2.0 in APZ-2
- (15) Recreational and commercial marinas.
- (16) Other uses that are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

Article 7. PERFORMANCE STANDARDS.

7.22.00. Conditional Use and Performance Standards for Location of Direct Disposal Establishments and Funeral Establishments with Cinerators.

7.22.01. Purpose. The purpose of this section is to restrict the location of the land uses of "funeral establishment with cinerator" or "direct disposal establishment."

- A. **Prohibition.** Notwithstanding any provision found in Article 6 of this Code, the issuance of permits is prohibited for the installation of a cinerator, as defined in Article 3, in either a funeral establishment or a direct disposal establishment within 500 feet of an existing residence, an apartment, a restaurant or other commercial eating establishment, a motel, a hotel, a private or public school (including day care centers), a nursing home, an assisted living facility, or any other place designed and intended for the temporary or permanent overnight accommodation of human beings. In addition to the above stated prohibition that applies to the existing described land uses, the prohibition extends to issuance of permits for the installation of a cinerator in either a funeral establishment or a direct disposal establishment within 500 feet of vacant property that is zoned: R-1, R-2, R-3, R-4.
- B. **Measurement.** The distance from a proposed facility that would include a cinerator shall be measured by drawing a straight line between the closest property lines of the proposed cinerator location and the property containing the existing land uses or existing zoning described in 7.22.01.A.
- C. **Establishment of new land uses or zoning changes.** Neither the establishment of new land uses nor the modification of existing zoning of property within the prohibited distances described in 7.22.01.A shall convert a previously approved permit authorizing the installation of a cinerator into a nonconforming use. For the purpose of this section only, the issuance of either a development order or a building permit establishes a new land use, until such date as the development order or building permit expires.
- D. **Existing cinerators shall be grandfathered.**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6419 **Growth Management Report 15.1.**
BCC Regular Meeting Public Hearing
Meeting Date: 07/24/2014
Issue: 5:45 p.m. - Funeral Establishments, Cemeteries, Cinerators and Related Services
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, 7 and 11

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) amending Article 3, Section 3.02.00 by adding and amending definitions for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 6 by establishing locational criteria for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 7 by providing Conditional Use and Performance Standards for location of Direct Disposal Establishments and Funeral Establishments with Cinerators. Amending Article 11 by authorizing certain funeral establishments, cemeteries, cinerators and related consumer services in the Airfield Influence Planning Districts.

This hearing serves as the second of two required public hearings before the BCC as set forth in Section 2.08.04 (b) and F.S. 125.66 (4) (b).

At the June 3, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

Staff was directed to present to the Planning Board an ordinance addressing definitions, zoning locational criteria for activities related to funeral establishments, cemeteries, cinerators and related consumer services.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan E. Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Ordinance - Draft

Ordinance - Clean

Attachment A (Art. 3)

Attachment B (Art. 6)

Attachment C (Art. 11)

Attachment D (Art. 7)

ORDINANCE NUMBER 2014-____

1
2
3 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING
4 PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES
5 (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY,
6 FLORIDA, AS AMENDED; AMENDING ARTICLE 3, SECTION 3.02.00
7 BY ADDING AND AMENDING DEFINITIONS FOR FUNERAL
8 ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED
9 CONSUMER SERVICES; AMENDING ARTICLE 6 BY ESTABLISHING
10 LOCATIONAL CRITERIA FOR FUNERAL ESTABLISHMENTS,
11 CEMETERIES, CINERATORS AND RELATED CONSUMER SERVICES;
12 AMENDING ARTICLE 11 BY AUTHORIZING CERTAIN FUNERAL
13 ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED
14 CONSUMER SERVICES IN THE AIRFIELD INFLUENCE PLANNING
15 DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
16 INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

17
18 WHEREAS, through its Land Development Code, the Escambia County
19 Board of County Commissioners has authorized permitted and subordinate
20 activities and land uses in specified zoning districts; and

21
22 WHEREAS, the Board finds that the regulation and safe operation of funeral
23 establishments, cemeteries, cinerators and other related consumer services as uses
24 under its Land Development Code is reasonable and advances the public health, safety,
25 and welfare; and

26
27 WHEREAS, the Board further finds that imposing certain restrictions on such
28 uses would protect the public health, safety, welfare from any deleterious effects on
29 neighboring properties that may stem from these uses.

30
31 NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY
32 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

33
34 **SECTION 1. RECITALS.**

35 The aforementioned recitals are hereby incorporated into this ordinance as the
36 legislative findings of the Escambia County Board of County Commissioners.

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SECTION 2. DEFINITIONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, parts of Articles 3, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment A.**

SECTION 3. ZONING DISTRICTS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment B.**

SECTION 4. AIRPORT/AIRFIELD ENVIRONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 11, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment C.**

SECTION 5. PERFORMANCE STANDARDS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment D.**

SECTION 6. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 7. INCLUSION IN CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered

1 and the word "ordinance" may be changed to "section," "article," or such other
2 appropriate word or phrase in order to accomplish such intentions.

3

4 **SECTION 8. EFFECTIVE DATE.**

5 This Ordinance shall become effective upon filing with the Department of State.

6

7 **DONE AND ENACTED** this _____ day of _____, 2014.

8

9

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

10

11

12

By: _____

13

Lumon J. May, Chairman

14

15 **ATTEST: PAM CHILDERS**

16 **Clerk of the Circuit Court**

17

18

By: _____

19

Deputy Clerk

20 **(SEAL)**

21

22 **ENACTED:**

23

24 **FILED WITH THE DEPARTMENT OF STATE:**

25

26 **EFFECTIVE DATE:**

27

ORDINANCE NUMBER 2014-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, SECTION 3.02.00 BY ADDING AND AMENDING DEFINITIONS FOR FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED CONSUMER SERVICES; AMENDING ARTICLE 6 BY ESTABLISHING LOCATIONAL CRITERIA FOR FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS AND RELATED CONSUMER SERVICES; AMENDING ARTICLE 11 BY AUTHORIZING CERTAIN FUNERAL ESTABLISHMENTS, CEMETERIES, CINERATORS, AND RELATED CONSUMER SERVICES IN THE AIRFIELD INFLUENCE PLANNING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has authorized permitted and subordinate activities and land uses in specified zoning districts; and

WHEREAS, the Board finds that the regulation and safe operation of funeral establishments, cemeteries, cinerators and other related consumer services as uses under its Land Development Code is reasonable and advances the public health, safety, and welfare; and

WHEREAS, the Board further finds that imposing certain restrictions on such uses would protect the public health, safety, welfare from any deleterious effects on neighboring properties that may stem from these uses.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this ordinance as the legislative findings of the Escambia County Board of County Commissioners.

SECTION 2. DEFINITIONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, parts of Articles 3, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment A.**

SECTION 3. ZONING DISTRICTS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment B.**

SECTION 4. AIRPORT/AIRFIELD ENVIRONS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 11, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment C.**

SECTION 5. PERFORMANCE STANDARDS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions): **Attachment D.**

SECTION 6. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 7. INCLUSION IN CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2014.

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: _____

Lumon J. May, Chairman

**ATTEST: PAM CHILDERS
 Clerk of the Circuit Court**

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ATTACHMENT A

1 **Article 3. DEFINITIONS**

2 **3.02.00. Terms defined.**

3 ~~Cemetery. Land used or dedicated to the interment of the deceased. May include a burial park~~
4 ~~for earth interments, a crematorium and columbarium for cinerary interments, a mausoleum for~~
5 ~~vault or crypt interments, or a combination thereof, and necessary sales and maintenance~~
6 ~~facilities. Mortuaries may be included when operated within the boundary of such cemetery and~~
7 ~~if allowed in the same zoning district as the cemetery.~~

8 Cemetery. Means a place dedicated to and used or intended to be used for the permanent
9 interment of human remains or cremated remains. A cemetery may contain land or earth
10 interment; mausoleum, vault, or crypt interment; a columbarium, ossuary, scattering garden, or
11 other structure or place used or intended to be used for the interment or disposition of cremated
12 remains; or any combination of one or more of such structures or places.

13
14 Cinerator. Means a facility where dead human remains are subjected to cremation.

15
16 Columbarium. Means a structure or building that is substantially exposed above the ground and
17 that is intended to be used for the inurnment of cremated remains.

18
19 Cremation. Means any mechanical or thermal process whereby a dead human body is reduced
20 to ashes and bone fragments. Cremation also includes any other mechanical or thermal process
21 whereby human remains are pulverized, burned, re-cremated, or otherwise further reduced in
22 size or quantity.

23
24 Direct disposition. Means the cremation of human remains without preparation of the human
25 remains by embalming and without any attendant services or rites such as funeral or graveside
26 services or the making of arrangements for such final disposition.

27
28 Direct disposal establishment. Means a licensed facility where a direct disposer practices direct
29 disposition.

30
31 Funeral establishment. Means a facility licensed under F. S. chapter 497, where a funeral
32 director or embalmer practices funeral directing or embalming.

33
34 Mausoleum. Means a structure or building that is substantially exposed above the ground and
35 that is intended to be used for the entombment of human remains.

36

ATTACHMENT B

1 **Article 6. ZONING DISTRICTS.**

2 **6.05.00. District regulations.**

3
4 **6.05.01. AG agricultural district, low density.**

5
6 **A. Intent and purpose of district.** This district is intended to identify those areas used
7 primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of
8 this district is to provide for the continuation and expansion of viable agricultural activities
9 within the county by providing for compatibility among permitted uses and by preserving
10 open spaces through low district-wide residential densities. The maximum density is 1.5
11 acres per dwelling unit. Refer to article 11 for uses, heights and densities allowed in AG -
12 agricultural areas located in the Airport/Airfield Environs.

13 **B. Permitted uses.**

- 14
15 1. Agricultural, farm animals and agricultural-related activities and customary accessory
16 buildings.
17 2. Silviculture.
18 3. Mariculture and aquaculture.
19 4. Single-family residences.
20 5. Campground and recreational vehicle parks.
21 6. Public utility.
22 7. Stables, private and public.
23 8. Animal hospitals, clinics and kennels. 9. Display and sale of fruit, vegetables and
24 similar agricultural products.
25 10. Mobile homes as a single-family dwelling, subject to the other relevant provisions of
26 this Code.
27 11. Places of worship.
28 12. Educational facilities.
29 13. Clubs and lodges.
30 14. Guest residences.
31 15. Public utility and service structures not included in subparts C. or D., below.
32 16. Feed and farm equipment stores.
33 17. Other rural area related commercial uses meeting the locational requirements of
34 Comprehensive Plan Policy FLU 1.1.10.
35 18. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and
36 accessory buildings.
37 19. Commercial communication towers 150 feet or less in height.
38 20. Family day care homes and family foster homes.
39 21. Borrow pits and reclamation activities thereof (subject to local permit and
40 development review requirements per Escambia County Code of Ordinances, Part I,
41 Chapter 42, article VIII, and performance standards in Part III, the Land Development
42 Code, article 7).
43 [22. Reserved]
44 23. Hunting preserves, shooting ranges, gun and rifle clubs, etc.
45 24. Public parks and recreation facilities
46 25. Cemeteries, family cemeteries, funeral establishments.
47

ATTACHMENT B

1 C. *Prohibited uses.*

- 2
3 1. Multifamily dwellings.
4 2. Landfills.

5
6 D. *Conditional uses.*

- 7
8 1. Public buildings for general administrative, executive or studio functions, or for general
9 warehousing or maintenance operations.
10 2. Wastewater treatment facilities, electric power generation facilities or substations, and
11 solid waste transfer stations or collection points and/or processing facilities.
12 3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in
13 height.
14 4. Hospitals, nursing homes and similar uses, except in the Coastal High Hazard Area
15 (CHHA) future land use categories.
16 5. The raising of exotic animals and birds.
17 6. Junkyards, salvage yards, and waste tire processing facilities.
18 7. Two-family dwellings.
19 8. Clinics.
20 9. Cinerators, cremation services, direct disposal establishments.

21
22 E. *Site and building requirements.*

- 23 1. *Lot area, minimum.*
24 a. Single-family residence. One and one-half acres (65,340 square feet),
25 however, any deed or gift of any parcel of land given without valuable
26 consideration to any member of the donor's immediate family shall be exempted
27 from the minimum lot area requirements. The deeding option shall be limited to
28 one time only for each immediate family member.
29 b. Public utility uses, animal hospitals, churches and schools shall be exempted
30 from the minimum lot area requirement.
31 c. Animal clinics and kennels or other boarding facilities--Two acres minimum.
32 d. Cemeteries—Two acres minimum.

33
34 6.05.02. *RR rural residential district (cumulative), low density.*

35
36 A. *Intent and purpose of district.* This district is intended to be a single-family residential area
37 of low density in a semi-rural or rural environment. This district is intended to provide a
38 transition from urban to rural densities and agricultural uses. The maximum density is
39 two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in
40 RR - rural residential areas located in the Airport/Airfield Environs.

41
42 B. *Permitted uses.*

- 43 1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
44 permit and development review requirements per Escambia County Code of

ATTACHMENT B

1 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
2 Land Development Code, article 7).

3 2. Any use permitted in the preceding district except as noted below.

4 C. *Conditional uses.*

5 1. Public riding stables.

6 2. Kennels.

7 3. Animal hospitals and veterinary clinics.

8 4. Public buildings for general administrative, executive or studio functions, or for general
9 warehousing or maintenance operations.

10 5. Home occupations with employees.

11 6. Country clubs, golf courses and tennis clubs.

12 7. Any conditional use permitted in the preceding district, except antenna towers,
13 cinerators, cremation services, and direct disposal establishments.

14 8. Guest residence for medical care.

15 9. Borrow pits and reclamation activities thereof (subject to local permit and development
16 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42,
17 article VIII, and performance standards in Part III, the Land Development Code, article
18 7).

19 10. Solid waste transfer stations, collection points, and/or processing facilities.

20 D. *Prohibited uses.*

21 1. Any use prohibited in the AG district.

22 2. Commercial communication towers.

23 3. Junkyards, salvage yards, and waste tire processing facilities.

24

25 E. *Site and building requirements.*

26 1. *Lot area, minimum.*

27 Single-family dwelling . . . 1/2 acre

28 Horses and private stables . . . 2 acres

29 Campgrounds . . . 5 acres

30 Place of worship . . . 1 acre

31 Educational facilities . . . 1 acre

32 Kennels . . . 2 acres

33 Keeping of farm animals . . . 2 acres

34 Cemeteries... 2 acres

35

36 6.05.03. *AMU-1 airfield mixed use-1 district (noncumulative).*

37 A. *Intent and purpose of district.* The airfield mixed-use-1 district allows a compatible mix of
38 certain types of commercial uses and single-family residential uses within the airfield
39 influence planning district-1 (AIPD-1). The intent is to give a commercial option to property
40 owners without the accompanying high residential densities allowed in the cumulative
41 commercial districts. Buffering and landscaping/site requirements are more stringent than
42 normal to protect residential uses from possible negative impacts if near commercial

ATTACHMENT B

1 development. Additionally, the type of commercial use is limited to correspond to military
 2 recommendations and article 11 requirements. All commercial development, redevelopment,
 3 or expansion must be consistent with the locational criteria in the Comprehensive Plan
 4 (Policies FLU 1.1.10) and article 7. While the intent is for this zoning district to apply
 5 primarily to the AIPD-1 overlay areas, it can also be utilized in other unincorporated areas of
 6 Escambia County in which it is compatible with the future land use category with a maximum
 7 density of three d.u./acre. Maximum density is commensurate with the density specified in
 8 the accident potential zone (APZ) or AIPD area in which the site is located. (See adopted
 9 maps.)

10 All lots of record as of August 21, 2001, are allowed one single-family residence regardless
 11 of density limitations.

12 The following densities shall apply in airfield mixed use-1:

- 13 1. *NAS Pensacola*

14 TABLE INSET:

a.	CZ (Clear Zone)	0 d.u./acre
b.	AIPD-1 Area A" "	0 d.u./acre
c.	APZ-1 (NASP)	0 d.u./acre (off the end of the runway)
d.	APZ-1 (All others)	1 d.u./2.5 acres
e.	APZ-2 (NASP)	2 d.u./acre (off the end of the runway)
f.	APZ-2 (All others)	3 d.u./acre
g.	AIPD-1 Area B" "	3 d.u./acre

- 15 2. *NOLF Saufley*

17 TABLE INSET:

a.	Clear Zones (CZ)	0 d.u./acre
b.	APZ-1	1 d.u./2.5 acres
c.	APZ-2	3 d.u./acre
d.	AIPD-1 Area B" "	3 d.u./acre

19 TABLE INSET:

a.	AIPD-1 Area B" "	3 d.u./acre
----	------------------	-------------

21 B. *Permitted uses.*

- 22 1. Single-family residential house.
- 23 2. Mobile homes are allowed as single-family dwellings, subject to the other relevant
 24 provisions of this Code. No mobile home parks allowed.

ATTACHMENT B

- 1 3. The growing of vegetables or other food crops for personal consumption by the
2 residents (in all APZ areas plus Area "A" and Area "B").
- 3 4. Automobile service stations (no outside storage, minor repair only) (floor area ratio
4 (FAR) 0.14 in APZ-1 and 0.28 in APZ-2).
- 5 5. Bicycle sales and mechanical services (no outside storage) (FAR 0.11 in APZ-1 and
6 0.22 in APZ-2).
- 7 6. Appliance repair shops (no outside storage or work permitted) (FAR 0.11 in APZ-1
8 and 0.22 in APZ-2).
- 9 7. Contract construction services (FAR 0.11 in APZ-1 and 0.22 in APZ-2).
- 10 8. Public utility and service structures (APZ-1, APZ-2 and Area "B").
- 11 9. Professional offices as listed are allowed in APZ-2 and Area "B" only (FAR 0.22): a.
12 Architects, engineers, lawyers. b. Tax consultants, accountants. c. Real estate,
13 insurance offices and finance. 10. Neighborhood retail sales and services listed below, in
14 APZ-2. Gross floor area of building not to exceed 6,000 square feet. No permanent
15 outside storage allowed (FAR 0.22).
- 16 a. Food and drugstores (FAR 0.24).
- 17 b. Personal service shops (FAR 0.22).
- 18 c. Clothing and dry goods store (FAR 0.28).
- 19 d. Specialty shops (FAR 0.22).
- 20 e. Bakeries whose products are made and sold at retail on the premises (FAR
21 0.24).
- 22 f. Florists shops provided that products are displayed and sold wholly within an
23 enclosed building (FAR 0.22).
- 24 g. Small shopping centers 65,000 square feet or less (FAR 0.22).
- 25 11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
26 permit and development review requirements per Escambia County Code of
27 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
28 Land Development Code, article 7).
- 29 12. Family cemeteries.
- 30 6.05.05. *R-1 single-family district, low density.*
- 31 A. *Intent and purpose of district.* This district is intended to be a single-family residential
32 area with large lots and low population density. The maximum density is four dwelling

ATTACHMENT B

1 units per acre. Refer to article 11 for uses and densities allowed in R-1, single-family
2 areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs,
3 Zones, and Surfaces remain subject to the height definitions, height restrictions, and
4 methods of height calculation set forth in article 11. Refer to the overlay districts within
5 section 6.07.00 for additional regulations imposed on individual parcels with R-1 zoning
6 located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment
7 Area Overlay District.

8 **B. Permitted uses.**

- 9 1. Single-family detached dwellings and their customary accessory structures and
10 uses. 2. The growing of vegetables or other food crops is permitted as long as the
11 primary purpose for such activity is to provide for personal consumption by the
12 residents. The raising of crops or other plants for commercial purposes is prohibited.
13 3. Public utility.
14 4. Marina (private).
15 5. Residential dock or pier.
16 6. Family day care homes and family foster homes.
17 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to
18 local permit and development review requirements per Escambia County Code of
19 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
20 Land Development Code, article 7).
21 8. Family cemeteries.

22 **6.05.12. R-5 urban residential/limited office district, (cumulative) high density.**

23 **A. Intent and purpose of district.** This district is intended to provide for high density urban
24 residential uses and compatible professional office development, and designed to
25 encourage the establishment and maintenance of a suitable higher density residential
26 environment and low intensity services. These uses form a transition area between
27 lower density residential and commercial development. Maximum density is 20 dwelling
28 units per acre except in the low density residential (LDR) future land use category where
29 the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights
30 and densities allowed in R-5, urban residential/limited office areas located in the
31 Airport/Airfield Environs.

32
33 **B. Permitted uses.**

- 34 1. Any permitted uses in the R-4 district.
35 2. Professional offices including, but not limited to, those of architects, engineers,
36 lawyers, tax consultants, accountants and medical and dental clinics, real estate and
37 insurance offices.
38 3. Mobile homes as single-family residences.
39 4. Public utility and service structures.
40 5. Other uses which are similar or compatible to the uses permitted herein that would
41 promote the intent and purposes of this district. Determination on other permitted
42 uses shall be made by the planning board (LPA).

ATTACHMENT B

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C. Prohibited uses. Any business which displays merchandise to be sold on the premises unless such business is part of a multistory, or multiunit, predominately residential project or accessory to the office use.

D. Conditional uses.

1. Any conditional uses allowed in the preceding districts.
2. Cemeteries, ~~mausoleums and crematoriums.~~
3. Enclosed animal hospitals and veterinary clinics.
4. Mobile home subdivisions and parks.
5. Private clubs and lodges.
6. Funeral establishments.
7. Cinerators, cremation services, direct disposal establishments.

6.05.14. C-1 retail commercial district (cumulative).

A. Intent and purpose of district. This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan. The maximum density for residential uses 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 article 11 for uses, heights and densities allowed in C-1, retail commercial areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with C-1 zoning located in the C-3(OL) Warrington Commercial Overlay District, 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.

All retail commercial (C-1) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies FLU 1.1.10) and in article 7.

B. Permitted uses.

1. Any use permitted in the R-6 district.
2. Places of worship, educational institutions or facilities.
3. Personal service establishments such as, but not limited to, banks, beauty parlors, medical and dental clinics, restaurants including on-premises consumption of alcohol, financial institutions, professional and other offices, parking garages and lots, laundry and dry cleaning pickup stations, self-service coin-operated laundry and dry cleaning establishments, shoe repair, tailoring, watch and clock repair, locksmiths and data processing.

ATTACHMENT B

- 1 4. Retail business including, but not limited to: drug, package, hardware stores, book,
- 2 stationery, china and luggage shops, newsstands, florists, photographic supplies and
- 3 studios, wearing apparel shops, paint and wallpaper; accessory storage for retail uses.
- 4 5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the
- 5 tract of land on which they are located are in excess of 200 feet from any R-1 or R-2
- 6 districts unless separated from such district by a three lane road (or larger) or a
- 7 minimum 60-foot right-of-way. 6. Automobile repair shops for ignition, fuel, brake and
- 8 suspension systems or similar uses.
- 9 7. Automobile service stations including minor auto repairs.
- 10 8. Automobile washing facility.
- 11 9. Hotels and motels.
- 12 10. Off-premises signs, billboards and other sign structures erected, located and
- 13 maintained as provided for in article 8 of this Code.
- 14 11. Grocery, produce, meat and convenience stores, including the incidental sale of
- 15 gasoline.
- 16 12. Health and fitness clubs.
- 17 13. Hospitals.
- 18 14. Printing, bookbinding, lithography and publishing companies.
- 19 15. Interior decorating, home furnishing, and furniture stores.
- 20 16. Music conservatory, dancing schools and art studios.
- 21 17. Music, radio and television shops.
- 22 18. ~~Mortuary and~~ Funeral establishments. ~~homes~~.
- 23 19. Dry cleaning establishments provided that equipment used emits no smoke or
- 24 escaping steam and uses nonflammable synthetic cleaning agents (perchloroethylene,
- 25 trichloroethylene, etc.)
- 26 20. Indoor movie theaters.
- 27 21. Enclosed animal hospitals and veterinary clinics.
- 28 22. Campgrounds.
- 29 23. Secondhand stores and used clothing deposit box when such boxes are operated
- 30 (placed) by charitable organizations.
- 31 24. Wholesale warehousing (if less than 10,000 square feet).
- 32 25. Mini-warehouses. No ancillary truck rental service or facility allowed without
- 33 conditional use approval.
- 34 26. Bowling alleys, skating rinks and billiard parlors providing such activities and facilities
- 35 are enclosed within a soundproof building.
- 36 27. Recreational and commercial marinas.
- 37 28. Garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent
- 38 to the garden shop or nursery.
- 39 29. Antique shops, pawn shops.
- 40 30. Commercial communication towers 150 feet or less in height.
- 41 31. Arcade amusement centers and bingo facilities.
- 42 32. Family cemeteries.
- 43 33. Cemeteries.

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1 324. Other uses which are similar or compatible to the uses permitted herein that would
2 promote the intent and purposes of this district. Determination on other permitted uses
3 shall be made by the planning board (LPA).
4

5 **6.05.16. C-2 General commercial and light manufacturing district (cumulative).**

6 **A. Intent and purpose of district.** This district is composed of certain land and structures
7 used to provide for the wholesaling and retailing of commodities and the furnishing of
8 several major services and selected trade shops. The district also provides for operations
9 entailing manufacturing, fabrication and assembly operations where all such operations are
10 within the confines of the building and do not produce excessive noise, vibration, dust,
11 smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being
12 provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area
13 larger than that of the C-1 retail commercial district, is intended to serve a considerably
14 greater population, and offers a wider range of services. New residential uses located in a
15 Commercial FLU category are only permitted as part of a predominantly commercial
16 development in accordance with Comprehensive Plan Policy FLU 1.3.1. The maximum
17 density for residential uses is 25 dwelling units per acre, except in the Low Density
18 Residential FLU category where the maximum density is 18 dwelling units per acre. Refer to
19 article 11 for uses, heights and densities allowed in C-2, general commercial and light
20 manufacturing areas located in the Airport/Airfield Environs. Refer to the overlay districts
21 within section 6.07.00 for additional regulations imposed on individual parcels with C-2
22 zoning located in the C-3(OL) Warrington Commercial Overlay District or C-4(OL)
23 Brownsville-Mobile Highway and "T" Street Commercial Overlay District.
24

25 All general commercial and light manufacturing (C-2) development, redevelopment, or
26 expansion must be consistent with the locational criteria in the Comprehensive Plan (policy
27 FLU 1.1.10) and in article 7.
28

29 **B. Permitted uses.**

- 30 1. Any use permitted in the C-1 district.
- 31 2. Amusement and commercial recreational facilities such as, but not limited to,
32 amusements parks, shooting galleries, miniature golf courses, golf driving ranges,
33 baseball batting ranges and trampoline centers.
- 34 3. Carnival-type amusements when located more than 500 feet from any residential
35 district.
- 36 4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
- 37 5. New and used car sales, mobile home and motorcycle sales and mechanical services.
38 No intrusions are permitted on the public right-of-way (see section 6.04.09).
- 39 6. Automobile rental agencies. No intrusions are permitted on the public right-of-way
40 (see section 6.04.09).
- 41 7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the
42 public right-of-way (see section 6.04.09).
- 43 8. Automobile repairs, including body work and painting services.

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- 1 9. Radio broadcasting and telecasting stations, studios and offices with on-site towers
- 2 150 feet or less in height. See section 7.18.00 for performance standards.
- 3 10. Commercial food freezers and commercial bakeries.
- 4 11. Building trades or construction office and warehouses with outside on-site storage.
- 5 12. Marinas, all types including industrial.
- 6 13. Cabinet shop.
- 7 14. Manufacturing, fabrication and assembly type operations which are contained and
- 8 enclosed within the confines of a building and do not produce excessive noise, vibration,
- 9 dust, smoke, fumes or excessive glare.
- 10 15. Commercial communication towers 150 feet or less in height.
- 11 16. Taxicab companies.
- 12 17. Bars and nightclubs.
- 13 18. Boat sales and service facilities.
- 14 19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair,
- 15 overhaul or salvage activity permitted. Storage facility must be maintained to avoid
- 16 nuisance conditions as defined in section 7.07.06.)
- 17 20. Adult entertainment uses subject to the locational criteria listed below (See
- 18 Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions
- 19 and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and
- 20 Indecency"). However, these C-2 type uses are not permitted in the Gateway Business
- 21 Districts.
- 22 a. Adult entertainment uses must meet the minimum distances as specified in the
- 23 following locational criteria:
- 24 (1) One thousand feet from a preexisting adult entertainment establishment;
- 25 (2) Three hundred feet from a preexisting commercial establishment that in
- 26 any manner sells or dispenses alcohol for on-premises consumption;
- 27 (3) One thousand feet from a preexisting place of worship;
- 28 (4) One thousand feet from a preexisting educational institution;
- 29 (5) One thousand feet from parks and/or playgrounds;
- 30 (6) Five hundred feet from residential uses and areas zoned residential within
- 31 the county.
- 32 21. Borrow pits and reclamation activities thereof (subject to local permit and
- 33 development review requirements per Escambia County Code of Ordinances, Part I,
- 34 Chapter 42, article VIII, and performance standards in Part III, the Land Development
- 35 Code, article 7).
- 36 22. Temporary structures. (See section 6.04.16)
- 37 23. Arcade amusement centers and bingo facilities.
- 38 24. Outdoor sales.
- 39 25. Other uses similar to those permitted herein. Determination on other permitted uses
- 40 shall be made by the planning board (LPA).
- 41 C. *Conditional uses.*
- 42 1. Kennels.
- 43 2. Heliports.
- 44 3. Automobile race track.

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1 4. Solid waste transfer stations, Material Recovery Facilities, collection points, and/or
2 processing facilities.

3 5. Junkyards, salvage yards, and waste tire processing facilities.

4 6. Cinerators, cremation services, direct disposal establishments.

5

6 6.05.17. *ID-CP commerce park, district (cumulative).*

7

8 A. *Intent and purpose.* This district is intended to provide for relatively large scale light
9 industrial commerce and business park areas. Uses located in this district are protected from
10 adverse impacts of incompatible industrial and commercial uses. A high level of site design
11 standards are required for review during the development review process. Refer to article 11
12 for uses, heights and densities allowed in ID-CP, commercial park areas located in the
13 Airport/Airfield Environs. All industrial development, redevelopment, or expansion must be
14 consistent with the locational criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in
15 article 7.

16 B. *Permitted uses.*

17

18 1. Any use permitted in the preceding C-2 district, except as may be provided in
19 subsection D., below.

20 2. Cinerators, cremation services, direct disposal establishments.

21

22 C. *Conditional uses.*

23 1. Automobile service stations, (except gasoline sales accessory to a convenience store is
24 authorized as a permitted use) and automobile or truck repair shops.

25 2. Any conditional use allowed in the C-2 general commercial district except automobile
26 race tracks.

27

28 6.05.19. *ID-2 general industrial district (noncumulative).*

29 A. *Intent and purpose.* This district is intended to accommodate industrial uses which cannot
30 satisfy the highest level of performance standards. It is designed to accommodate
31 manufacturing, processing, fabrication, and other activities which can only comply with
32 minimal performance standards. No residential development is permitted in this district,
33 thereby insuring adequate area for industrial activities. Community facilities and trade
34 establishments that provide needed services to industrial development also may be
35 accommodated in this district.

36

37 All industrial development, redevelopment, or expansion must be consistent with the
38 locational criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in article 7. Refer to
39 article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield
40 Environs.

41

42 B. *Permitted uses.*

43 1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.

44 2. Asphalt plants.

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- 1 3. Concrete plants.
- 2 4. Iron works.
- 3 5. Landfills.
- 4 6. Borrow pits and reclamation activities thereof (subject to local permit and development
- 5 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42,
- 6 article VIII, and performance standards in Part III, the Land Development Code, article
- 7 7).
- 8 7. Paper mills.
- 9 8. Refineries.
- 10 9. Rendering plants and slaughter houses.
- 11 10. Steel mills.
- 12 11. Solid waste transfer stations, Material Recovery Facilities, collection points, and/or
- 13 processing facilities.
- 14 12. Public utility and service structures.
- 15 13. Junkyards, salvage yards, and waste tire processing facilities.
- 16 14. Other uses similar to those listed herein. Recommendations on other permitted uses
- 17 shall be made by the planning board (LPA) and based on an application for such other
- 18 use. Final determination shall be made by the BCC upon receipt of the planning board's
- 19 (LPA's) recommendation.
- 20 15. Cemeteries.
- 21 16. Family cemeteries.
- 22 17. Funeral establishments.
- 23 18. Cinerators, cremation services, direct disposal establishments.
- 24

25 **6.05.21. SDD special development district, (noncumulative) low density.**
26

- 27 A. *Intent and purpose.* This district is intended to conserve and protect environmentally
- 28 sensitive areas that have natural limitations to development. These areas have certain
- 29 ecological functions which require performance standards for development. SDD is to be
- 30 phased out over time and no property not now zoned SDD will be zoned SDD in the
- 31 future. The maximum density of this district is three dwelling units per acre. Refer to
- 32 article 11 for uses, heights and densities allowed in SDD, special development areas
- 33 located in the Airport/Airfield Environs.
- 34
- 35 B. *Permitted uses.*
- 36 1. Single-family dwelling units and their customary accessory structures (including
- 37 single-family detached, duplex and triplex structures and mobile homes).
- 38 2. Home occupations.
- 39 3. Horticulture, floriculture and greenhouses.
- 40 4. Mariculture and aquaculture.
- 41 5. Areas for display and sale of fruit, vegetables and similar agricultural products.
- 42 6. The growing of crops and plants.

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- 1 7. The keeping of horses and private stables.
- 2 8. Silviculture.
- 3 9. Public utility.
- 4 10. Public facilities provided that the construction of such facilities meets the following
- 5 conditions:
- 6 a. They are consistent with the county's Comprehensive Plan.
- 7 b. It is determined that the proposed project will not adversely affect the
- 8 environment, through review by all federal and state regulatory agencies with
- 9 jurisdiction over the project.
- 10 c. Construction is undertaken and completed in a manner and to a specification
- 11 which protects, conserves or preserves the natural resources in the area to the
- 12 maximum reasonable extent.
- 13 11. Family day care homes and family foster homes.
- 14 12. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
- 15 permit and development review requirements per Escambia County Code of
- 16 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
- 17 Land Development Code, article 7).
- 18 13. Other uses which are similar or compatible to the uses permitted herein that would
- 19 promote the intent and purposes of this district. Determination on other permitted uses
- 20 shall be made by the planning board (LPA).
- 21 14. Family cemeteries.

22 **6.05.22. VAG villages agriculture districts.**

23 VAG 1-- Gross density (five dwelling units per 100 acres on one-acre parcels).

24 VAG 2-- Gross density (one dwelling unit per five acres).

25 Minimum lot size = five acres unless clustered.

26 If clustered, minimum lot size = one acre.

27

28 The villages agricultural districts are typically characterized by agriculturally-assessed parcels
29 held for agricultural production and very low density residential development in agricultural
30 communities. Single-family residential and rural community uses that directly support
31 agricultural activities are allowed. Home occupations are considered permitted uses. Mobile
32 homes are allowed as single-family dwellings. Residential density bonuses are available for
33 clustering residential lots outside areas of prime farmland. When residential lots are created,
34 small lot sizes are encouraged in order to protect viable farm production activities and curb
35 premature conversion of prime farmland acreage to nonagriculture uses. Refer to article 11 for
36 uses, heights and densities allowed in VAG, villages agricultural areas located in the
37 Airport/Airfield Environs.

38 Density bonuses, transfer, and smaller lot sizes are offered for clustering development outside
39 prime farmland and wetlands as an incentive to protect these resources from development
40 pressures (see section 7.17.00 for calculation of density bonus points).

41 **A. Intent and purpose.**

42

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1 1. *Intent and purpose of VAG 1 district.* This district is characterized by land resources
2 necessary or used to support large farming operations. The objective of this district is to
3 keep large parcels of land from being broken into smaller tracts of multiple ownership
4 making it difficult to assemble enough acreage for efficient agricultural operations.
5

6 2. *Intent and purpose of VAG 2 district.* This district is characterized by the following
7 types of agricultural lands:

- 8 (a) Small rural land areas of highly productive agricultural soils that may not be
9 economically viable in a mainstream farming operation due to their size, and
10 changes being undertaken in the surrounding area; or (b) Rural land areas with a
11 mix of small farm operations and a typical rural residential density of one unit per
12 four acres. The soils of these areas are least valuable for agricultural production
13 and most suitable for future conversion out of the rural land market; or (c) Rural land
14 areas which are not being used to support large farming operations, and that are
15 characterized by a mix of natural resources and soils typically unsuitable for urban
16 residential densities or other urban uses unless sewered.
17

18 B. *Permitted uses.*

- 19
20 1. Agricultural, farm animals and agricultural-related activities and customary accessory
21 buildings. 2. Silviculture.
22 3. Mariculture and aquaculture.
23 4. Single-family residences.
24 5. Campground and recreational vehicle parks.
25 6. Public utility.
26 7. Stables, private and public (minimum lot size two acres).
27 8. Animal hospitals, clinics and kennels (minimum lot size two acres).
28 9. Display and sale of fruit, vegetables and similar agricultural products.
29 10. Mobile homes as single-family dwellings, subject to the other relevant provisions of
30 this Code. 11. Places of worship.
31 12. Educational facilities.
32 13. Clubs and lodges.
33 4. Guest residences.
34 15. Public utility and service structures not included in subparts C. or D., below.
35 16. Feed and farm equipment stores.
36 17. Other rural area related commercial uses meeting the locational requirements of
37 Comprehensive Plan Policy FLU 1.1.10.
38 18. Commercial communication towers less than 150 feet or less in height.
39 19. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and
40 similar uses.
41 20. Home occupations.
42 21. Family day care homes and family foster homes.
43 22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
44 permit and development review requirements per Escambia County Code of Ordinances,
45 Part I, Chapter 42, article VIII, and performance standards in Part III, the Land
46 Development Code, article 7).
47 23. Motorized commercial recreation uses (minimum lot size 20 acres).

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1 24. Golf courses, tennis centers, swimming clubs and customary attendant facilities and
2 accessory buildings.

3 25. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

4 26. Funeral establishments.

5 27. Cemeteries.

6 28. Family Cemeteries.

7

8 C. *Prohibited uses.* Landfills or hazardous waste storage facilities, (permanent), but not
9 including solid waste transfer stations, collection points, and/or processing facilities.

10

11 D. *Conditional uses.*

12 1. Public buildings for general administrative, executive or studio functions, or for general
13 warehousing or maintenance operations (see section 6.08.02).

14 2. Wastewater treatment facilities, electric power generation facilities or substations, and
15 solid waste transfer stations, collection points and/or processing facilities.

16 3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in
17 height.

18 4. Hospitals, clinics, nursing homes and similar uses.

19 5. Borrow pits and reclamation activities thereof (subject to local permit and development
20 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42,
21 article VIII, and performance standards in Part III, the Land Development Code, article 7).

22 6. Junkyards, salvage yards, and waste tire processing facilities.

23 7. Cinerators, cremation services, direct disposal establishments.

24

25 6.05.23. *VR villages rural residential districts.*

26 VR-1-- Gross density: One unit per four acres.

27 VR-2-- Gross density: One unit per 0.75 acre.

28 VR-3-- Gross density: One unit per two acres.

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

38

39 B. *Permitted uses.*

40 1. Single-family residences.

41 2. Agricultural, farm animals and agricultural-related activities and customary accessory
42 buildings.

43 3. Silviculture.

44 4. Mariculture and aquaculture.

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- 1 5. Campground and recreational vehicle parks.
- 2 6. Public utility.
- 3 7. Stables, private and public (minimum lot size two acres).
- 4 8. Animal hospitals, clinics and kennels (minimum lot size two acres).
- 5 9. Display and sale of fruit, vegetables and similar agricultural products.
- 6 10. Mobile homes as single-family dwelling, subject to the other relevant provisions of
- 7 this Code.
- 8 11. Places of worship.
- 9 12. Educational facilities.
- 10 13. Clubs and lodges.
- 11 14. Guest residences.
- 12 15. Public utility and service structures not included in subpart C. or D., below.
- 13 16. Feed and farm equipment stores.
- 14 17. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and
- 15 other similar uses.
- 16 18. Other rural area related commercial uses meeting the locational requirements of
- 17 Comprehensive Plan Policy FLU 1.1.10.
- 18 19. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and
- 19 accessory buildings.
- 20 20. Home occupations.
- 21 21. Existing auto salvage business.
- 22 22. Family day care homes and family foster homes.
- 23 23. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
- 24 permit and development review requirements per Escambia County Code of
- 25 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
- 26 Land Development Code, article 7).
- 27 24. Funeral establishments.
- 28 25. Cemeteries.
- 29 26. Family Cemeteries.

30
31 **6.05.24. V villages single-family residential district.**

- 32 V-1-- Villages single-family residential--Gross density (one unit per acre).
- 33 V-2-- Villages single-family residential--Gross density (two units per acre).
- 34 V-2A-- Villages single-family residential--Gross density (three units per acre).
- 35 V-3-- Villages single-family residential--Gross density (five units per acre).

36
37 These maximum densities may or may not be attainable based on other code provisions and
38 site-specific conditions.

39 *A. Intent and purpose of V-1 through V-3 districts.* Single-family detached residential district
40 characterized by urban land development patterns with residential subdivision densities
41 varying from one unit per acre to five units per acre. Mobile homes are not allowed. No
42 minimum lot size is required for new subdivisions with the exception of V-1, which has a
43 minimum lot size of one acre, but development must meet overall maximum density
44 requirements. V-2A may be used in any AIPD overlay area with a compatible future land use

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1 designation. Density will be determined by the accident potential zone density allowed for
2 their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre.
3 Refer to article 11 for uses and densities allowed in V, villages single-family residential
4 areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs,
5 Zones, and Surfaces remain subject to the height definitions, height restrictions, and
6 methods of height calculation set forth in article 11.

7
8 **B. Permitted uses.**

- 9 1. Single-family detached dwellings and their customary accessory structures and uses.
10 2. The growing of vegetables or other food crops is permitted as long as the primary
11 propose for such activity is to provide for personal consumption by the residents. The
12 raising of crops or other plants for commercial purposes is prohibited.
13 3. Public utility.
14 4. Marina (private).
15 5. Residential dock or pier.
16 6. Family day care homes and family foster homes.
17 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
18 permit and development review requirements per Escambia County Code of
19 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
20 Land Development Code, article 7).
21 8. Family cemeteries.

22
23 **6.05.27. VM-1 villages mixed residential/commercial district.**

24
25 Gross density for residential uses (four units per acre).
26 Maximum area for commercial uses (6,000 square feet for retail/service unless a planned
27 neighborhood center).

- 28 **A. Intent and purpose of district.** Mixed residential/neighborhood commercial district
29 allowing neighborhood commercial uses within single-family and multifamily residential
30 areas. "Planned neighborhood commercial centers" which meet specific development
31 criteria are permitted. Multifamily uses include duplexes, quadraplexes, townhouses, and
32 patio homes, but do not include other apartment structures. No minimum lot size for new
33 subdivisions, but development must meet overall density requirements.

34
35 All neighborhood commercial (VM-1) development, redevelopment, or expansion must
36 be consistent with the locational criteria in the Comprehensive Plan (Policy FLU 1.1.10)
37 and in article 7. Refer to article 11 for uses and densities allowed in VM-1, villages mixed
38 residential/neighborhood commercial areas located in the Airport/Airfield Environs.
39 Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the
40 height definitions, height restrictions, and methods of height calculation set forth in article
41 11.

42
43 **B. Permitted uses.**

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1. Single- and multiple-family uses permitted in V-1, V-2, V-3 or V-4 districts, except as noted above.
2. Professional offices including but not limited to those of architects, engineers, lawyers, tax consultants, accountants and medical and dental clinics, real estate and insurance offices.
3. Planned neighborhood centers containing neighborhood retail sales and services with maximum square footage of 35,000.
4. Neighborhood retail sales and services listed below (gross floor area of building not to exceed 6,000 square feet unless in a planned neighborhood center). No permanent outside storage allowed.
 - a. Food and drugstores.
 - b. Personal service shops.
 - c. Clothing and dry goods store.
 - d. Specialty shops.
 - e. Banks and financial institutions.
 - f. Bakeries, whose products are made and sold at retail on the premises.
 - g. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - h. Health clubs, spa and exercise centers.
 - i. Studio for the arts.
 - j. Martial arts studios.
 - k. Bicycle sales and mechanical services.
 - l. Other retail/service uses of similar type and character of those listed herein.
5. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
6. Restaurants.
7. Automobile service stations (no outside storage, minor repair only).
8. Appliance repair shops (no outside storage or work permitted).
9. Public utility and service structures.
10. Places of worship and educational facilities/institutions.
11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
12. Cemeteries-two acres.
13. Family cemeteries.
14. Funeral establishments.
- ~~15.~~ Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

6.05.29. *GBD--Gateway business district. A. Intent and purpose of district.* The district is intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive,

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1 well planned business communities. To accomplish this purpose, stringent site development
2 standards established adequate setbacks, landscaping, and buffering.

3
4 These districts are characterized by community-serving commercial uses located adjacent to or
5 in immediate proximity to the US 29 corridor and in immediate proximity to SR 97 at the
6 Alabama-Florida state line. C-2 type distribution, manufacturing, fabrication and assembly-type
7 operations which are completely enclosed within the confines of a building are permitted when
8 located within a planned business development. Outside storage is permitted when screened.
9 Such treatment is appropriate to protect nearby residential areas from the incompatible impacts
10 of more intense uses such as noise, odors, truck traffic, glare, and visual blight. Refer to article
11 11 for uses and densities allowed in GBD, gateway business district areas located in the
12 Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain
13 subject to the height definitions, height restrictions, and methods of height calculation set forth in
14 article 11.

15
16 **B. Permitted uses.**

- 17
18 1. C-1 and C-2 type uses with conditions noted above.
19 2. Planned business developments.
20 3. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
21 permit and development review requirements per Escambia County Code of
22 Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the
23 Land Development Code, article 7).
24 4. Family cemeteries.

25
26 **6.05.30. GID--Gateway industrial district. A. Intent and purpose of district.** This district is
27 intended to be a light to moderate industrial area which will enhance portions of the US 29 and
28 US 95A corridors as visually attractive, well-planned industrial areas which are screened and
29 buffered to assure compatibility with adjacent nonindustrial districts and uses. The district is
30 intended to accommodate uses requiring access to rail and principal arterial roadways, when
31 other objectives of the district are met. To accomplish this purpose and promote compatibility
32 with neighboring areas, stringent site development standards establish adequate setbacks,
33 landscaping, screening and buffering. Refer to article 11 for uses, heights and densities allowed
34 in GID, gateway industrial district areas located in the Airport/Airfield Environs.

35 **B. Permitted uses.**

- 36 1. C-2 and ID-1 type uses except mobile home sales and service.
37 2. Planned business developments.
38 3. Borrow pits and reclamation activities thereof (subject to local permit and development
39 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42,
40 article VIII, and performance standards in Part III, the Land Development Code, article
41 7).
42 4. Funeral establishments.
43 5. Family cemeteries.
44 6. Cemeteries-Two acres.

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- 1 7. Cinerators, cremation services, direct disposal establishments.

ATTACHMENT C

1 Article 11.

2 11.02.02. AIPD-1

3 *C. Airfield Influence Planning District-1, permitted, prohibited and conditional uses.* Listings of
4 allowed uses in the various zoning categories when they lay beneath AIPD-1 overlay zones are
5 detailed below.

6 4. *R-5, residential and limited office district.* Where the underlying zoning is R-5, the
7 permitted and conditional uses are as follows.

8 a. *Permitted uses.*

9 (1) Any use permitted in the preceding district.

10 (2) One single-family dwelling per lot of record existing as of August 21, 2001.
11 Mobile homes are allowed as single-family dwellings, subject to the other
12 relevant provisions of this Code. New subdivisions or developments are subject
13 to the density limits in section 11.01.01.A.

14 (3) Professional offices, as listed below, are permitted in APZ-2, maximum FAR
15 of 0.22: a. Finance, insurance and real estate.

16 b. Professional services, such as architects, engineers, lawyers, tax
17 consultants and accountants.

18 (4) Public utility and service structures, excluding communication towers.

19 b. *Conditional Uses.*

20 (1) Any conditional use allowed in the previous R-1, R-2, V-2A, R-3 and R-4
21 districts.

22 (2) Cemeteries, mausoleums and ~~crematoriums~~ cinerators. No chapels or
23 churches are allowed in AIPD-1, AIPD-1 Area "A", or AIPD-1 Area "B"

24 (3) Enclosed animal hospitals and veterinary clinics.

25 c. *Prohibited uses.* Any use not listed in subparts B. or C., above.

26 6. *C-1, retail commercial district.* Where the underlying zoning is C-1, the permitted and
27 conditional uses are as follows.

28 a. *Permitted uses.*

29 (1) Any use permitted in the preceding district.

30 (2) One single-family dwelling per lot of record existing as of August 21, 2001.

ATTACHMENT C

- 1 (3) Nonconforming commercial uses legally existing as of August 21, 2001 shall
2 continue as nonconforming uses subject to the provisions of Article 9, e.g.,
3 expanding a nonconforming use, etc.
- 4 (4) Automobile repair shops for ignition, fuel, brake and suspension systems or
5 similar uses. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- 6 (5) Automobile service stations including minor auto repairs. Maximum FAR of
7 0.11 in APZ-1; 0.22 in APZ-2.
- 8 (6) Automobile washing facility. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- 9 (7) Off-premises signs, billboards and other sign structures erected, located and
10 maintained as provided for in Article 8 of this Code.
- 11 (8) Convenience stores, including the incidental sale of gasoline. Maximum FAR
12 of 0.14 in APZ-1 and 0.28 in APZ-2.
- 13 (9) Printing, bookbinding, lithography and publishing companies. Maximum FAR
14 of 0.28 in APZ-1 and 0.56 in APZ-2.
- 15 (10) Interior decorating, home furnishing, and furniture stores. Maximum FAR of
16 0.28 in APZ-2, not allowed in APZ-1.
- 17 (11) Music, radio and television shops.
- 18 (12) ~~Mortuary and funeral homes. Funeral establishments.~~ No chapels are
19 allowed within APZ-1 or APZ-2.
- 20 (13) Wholesale warehousing if less than 10,000 square feet. Maximum FAR of
21 1.0 in APZ-1; 2.0 in APZ-2
- 22 (14) Mini-warehouses. Maximum FAR of 1.0 in APZ-1; 2.0 in APZ-2
- 23 (15) Recreational and commercial marinas.
- 24 (16) Other uses that are similar or compatible to the uses permitted herein that
25 would promote the intent and purposes of this district. Determination on other
26 permitted uses shall be made by the planning board (LPA).

ATTACHMENT D

1 Article 7. PERFORMANCE STANDARDS.

2

3 7.22.00. Conditional Use and Performance Standards for Location of Direct Disposal
4 Establishments and Funeral Establishments with Cinerators.

5

6 7.22.01. Purpose. The purpose of this section is to restrict the location of the land uses of
7 "funeral establishment with cinerator" or "direct disposal establishment."

8

9

10 A. Prohibition. Notwithstanding any provision found in Article 6 of this Code, the
11 issuance of permits is prohibited for the installation of a cinerator, as defined in
12 Article 3, in either a funeral establishment or a direct disposal establishment within
13 500 feet of an existing residence, an apartment, a restaurant or other commercial
14 eating establishment, a motel, a hotel, a private or public school (including day care
15 centers), a nursing home, an assisted living facility, or any other place designed and
16 intended for the temporary or permanent overnight accommodation of human beings.
17 In addition to the above stated prohibition that applies to the existing described land
18 uses, the prohibition extends to issuance of permits for the installation of a cinerator
19 in either a funeral establishment or a direct disposal establishment within 500 feet of
20 vacant property that is zoned: R-1, R-2, R-3, R-4.

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B. Measurement. The distance from a proposed facility that would include a cinerator
shall be measured by drawing a straight line between the closest property lines of
the proposed cinerator location and the property containing the existing land uses or
existing zoning described in 7.22.01.A.

C. Establishment of new land uses or zoning changes. Neither the establishment of new
land uses nor the modification of existing zoning of property within the prohibited
distances described in 7.22.01.A shall convert a previously approved permit
authorizing the installation of a cinerator into a nonconforming use. For the purpose
of this section only, the issuance of either a development order or a building permit
establishes a new land use, until such date as the development order or building
permit expires.

D. Existing cinerators shall be grandfathered.

CEJ South, Inc.
Vested Rights Determination Application
Zoning Verification Request Form



Development Services Bureau
 Escambia County, Florida

For Office Use Only
Invoice # _____
Fee \$ <u>25.00</u>

ZONING VERIFICATION REQUEST FORM

Requestor's Information	Requestor/Agent Name: <u>Chris Jensen / Mike Carro</u>		Date: <u>12/20/11</u>
	Phone #: <u>850-814-4476</u>	Fax #: _____	Escrow Account # (if applicable): _____
	Property Address: <u>7253 Plantation Rd</u>		
	Property Reference #: <u>30-15-30-4101-010-002</u>		
	Property Reference # can be obtained from the Property Appraiser's Office at 434-2785 or at www.esopa.org		
	Tax Acct #: <u>03-2151-797</u>	Property Owner's Name: <u>G.E. Capital</u>	
	This verification relates to zoning for the specified property and is provided for information purposes only. This form DOES NOT imply or confer development rights for any desired use or activity on the specified parcel. Prior to the issuance of any permits, the applicant must submit a complete application to the County and must comply with all other applicable State and Local Regulations. Requestor, please sign below verifying that you have read and understand, and accept, this disclaimer: SIGNATURE <u>[Signature]</u> Date: <u>12/20/11</u>		

OFFICE USE ONLY	Is parcel a Lot of Record? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, issue must be resolved before any permits can be issued.		
	Zoning District: <u>C-2</u>	Future Land Use Category: <u>C</u>	Zoning Overlay District: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, check one: Barrancas <input checked="" type="checkbox"/> Brownsville <input type="checkbox"/> Scenic Hwy <input checked="" type="checkbox"/> Warrington <input type="checkbox"/>
	Wetlands located on property? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
	Property in a Flood Zone? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Flood Zone <u>X</u> Base Flood Elevation _____ Map # _____		
	Property in an Airport/Airfield Environ? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, complete the section below:		
	Airfield/Airport	Airfield Influence Planning District AIPD-1 () AIPD-2 ()	Noise Zone
	NAS Pensacola _____ NOLF Saufley _____ NOLF 8 _____ Pensacola Regional: _____ PNSPD <input checked="" type="checkbox"/> Heights Zone <u>350</u>	AIPD-1 & Accident Potential Zone (APZ) Areas Clear Zone () Area A () APZ-1 (NASP) () APZ-1 () Area B () APZ-2 (NASP) () APZ-2 ()	AIPD PNSPD Zone 1 <input checked="" type="checkbox"/> A () Zone 2 <input checked="" type="checkbox"/> B () Zone 3 <input checked="" type="checkbox"/> C () Not in noise zone ()
	Verified by: <u>Brenda J. Wilson</u>		Date: <u>12-20-2011</u>
	<input checked="" type="checkbox"/> In-office/Pickup		<input type="checkbox"/> Faxed <input type="checkbox"/> Mailed

Real Estate Disclosure Form
 Note: Payment must be collected prior to processing. Requests may be paid by cash, check, using an established escrow account or by credit card (Visa or MasterCard only).

Note: Check the address carefully before submitting a zoning request. If we receive an inquiry for property that is in the City of Pensacola, Santa Rosa County, or other jurisdiction, the processing fee will still be charged to cover administrative costs.

A crematory / General Home is allowed. You will need to follow up with the Development Review (DRG) or a DA.

Bo going thru
 3300 NORTH PACE BOULEVARD, SUITE 300 • PENSACOLA, FLORIDA 32506
 850-695-3632 FAX: 850-695-3557

CEJ South, Inc.
Vested Rights Determination Application
Deed for the Property

Recorded in Public Records 05/30/2012 at 02:26 PM CR Book 6863 Page 1028,
Instrument #2012041877, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$2940.00

Prepared by:

Ann Halpern
GE Capital, Franchise Finance
8377 E. Hartford Dr., Ste. 200
Scottsdale, AZ 85255

When recorded, return to:

Kristin Brown
First American Title Insurance Company
2398 E. Camelback Rd., Suite 350
Phoenix, AZ 85016

4/1/12

FIRST AMERICAN TITLE SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made on May 21, 2012, by **CNL FUNDING 2000-A, LP**, a Delaware limited partnership ("Grantor"), whose address is 8377 East Hartford Drive, Suite 200, Scottsdale, Arizona 85255, to **CEJ SOUTH, INC.**, a Florida corporation ("Grantee"), whose address is P.O. Box 15306, Panama City, Florida 32406. Whenever used herein, the terms "Grantor" and "Grantee" include the parties to this instrument, and their successors and assigns.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, renounces, releases, conveys and confirms unto the Grantee, all that certain real estate located in Panama City, Escambia County, Florida, described on the attached Exhibit A hereto, together with the buildings, fixtures and improvements now located thereon, (the "Property");

SUBJECT TO all taxes, assessments, liens, easements, encumbrances, restrictions and other matters of record and all matters that an accurate inspection or survey of the Property would disclose, provided, however, that reference herein shall not act to reimpose the same;

TOGETHER WITH all 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 binds itself to warrant and defend title to the Property as against all acts of the Grantor herein and none other, subject to the matters set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES: <u>Y. G. ...</u> Printed Name <u>Yvonne Robinson</u> <u>Y. G. ...</u> Printed Name <u>Yvonne Robinson</u>	GRANTOR: CNL FUNDING 2000-A, LP, a Delaware limited partnership By: CNL FUNDING 2000-A, LLC, a Delaware limited liability company, its sole general partner By: <u>[Signature]</u> Printed Name: <u>Lisa Guerrero</u> Its: <u>Vice President</u> Date Signed: <u>May 23, 2012</u>
---	--

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Lisa Guerrero, the Vice President of CNL Funding 2000-A, LLC, a Delaware limited liability company, the sole general partner of CNL Funding 2000-A, LP, a Delaware limited partnership, on behalf of the limited partnership, to me known to be the person described in and who executed the foregoing instrument and that (s)he acknowledged before me that (s)he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid on May 23 2012.

[Signature]
Printed Name: _____
Notary Public, Maricopa County, Arizona

My Commission Expires: _____



EXHIBIT A

LEGAL DESCRIPTION AND STREET ADDRESS

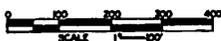
7253 Plantation Road, Pensacola, Florida

Commencing at the northwesterly corner of Parcel G, Plantation Park, as recorded in Plat Book 10, page 53, of the public records of Escambia County, Florida, and considering the West line of Parcel G to bear South 01 degree 18 minutes 00 seconds West and all bearings contained herein relative thereto said point lying on the curved southerly right of way line of Plantation Road (60 foot right of way); thence southwesterly along a curve concave to the southeast (radius of 247.04 feet) through a central angle of 23 degrees 43 minutes 07 seconds for an arc distance of 102.41 feet to a point of tangency; thence North 47 degrees 03 minutes 40 seconds West a distance of 60.00 feet; thence South 42 degrees 36 minutes 20 seconds West a distance of 233.54 feet to the point of beginning; thence South 42 degrees 36 minutes 20 seconds West a distance of 225.00 feet; thence North 47 degrees 03 minutes 40 seconds West a distance of 363.22 feet to a point on the curved southerly right of way of Interstate Highway I-10, then easterly along said right of way on a curve concave to the southeast (radius of 879.93 feet) through a central angle of 14 degrees 53 minutes 22 seconds for an arc distance of 229.17 feet; thence South 47 degrees 03 minutes 40 seconds East a distance of 325.19 feet to the point of beginning, lying in Section 30, Township 1 South, Range 30 West, Escambia County, Florida.

CEJ South, Inc.
Vested Rights Determination Application
Plat of the Property

PLANTATION PARK

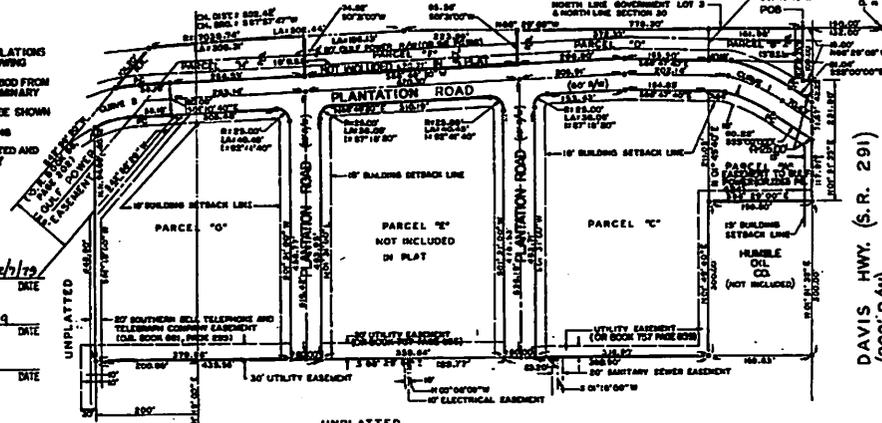
A NON-RESIDENTIAL SUBDIVISION OF A PORTION OF GOVERNMENT LOTS 3 & 4,
 SECTION 30, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA



DECEMBER 1978 UNIT ONE

INTERSTATE 10 (S.R. 8, 300' R/W)

ASKERVILLE
 DODDMAN
 ENGINEERS, INC.
 10 WEST SANDWICH STREET
 FLORENCE, FLORIDA



THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS BOARD OF REVIEW GRANTED THE FOLLOWING WAIVER ON APRIL 18, 1978:
 A 90 DAY EXTENSION OF THE 90 MONTH PERIOD FROM THE TIME OF APPROVAL OF THE PRELIMINARY PLAT TO THE TIME OF THE FINAL PLAT.
 THE ESCAMBIA COUNTY BOARD OF REVIEW HAS GRANTED THE FOLLOWING WAIVER ON APRIL 18, 1978:
 A 90 DAY EXTENSION OF THE 90 MONTH PERIOD FROM THE TIME OF APPROVAL OF THE PRELIMINARY PLAT TO THE TIME OF THE FINAL PLAT.
 THE ESCAMBIA COUNTY BOARD OF REVIEW HAS GRANTED THE FOLLOWING WAIVER ON APRIL 18, 1978:
 A 90 DAY EXTENSION OF THE 90 MONTH PERIOD FROM THE TIME OF APPROVAL OF THE PRELIMINARY PLAT TO THE TIME OF THE FINAL PLAT.

[Signature] 12/17/78
 COUNTY ENGINEER DATE

[Signature] 12-7-79
 COUNTY ATTORNEY DATE

[Signature] 12/7/79
 COUNTY COMPTROLLER DATE

CURVE 1	BEARINGS	LENGTH	ARC	OUTSIDE ANGLE
PARCEL A	S 81.12° E	102.16'	102.16'	172° 42' 38"
DEVELOPMENT	S 81.12° E	115.25'	115.25'	172° 42' 38"
PARCEL B	S 81.12° E	128.42'	128.42'	172° 42' 38"
CURVE 2				
PARCEL C	S 77.07° E	55.40'	55.40'	172° 42' 38"
PARCEL D	S 77.07° E	50.85'	50.85'	172° 42' 38"

CERTIFICATE OF APPROVAL
BOARD OF COUNTY COMMISSIONERS
 I, J. A. ROGERS, COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 71-203, SECTIONS 177.33 THROUGH 177.35 OF THE 1971 ACTS OF THE LEGISLATURE OF FLORIDA AND WAS FILED IN PLAT BOOK 10, PAGE 27, ON THE 12TH DAY OF DECEMBER, 1978.

COUNTY COMPTROLLER'S CERTIFICATE
 I, J. A. ROGERS, COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 71-203, SECTIONS 177.33 THROUGH 177.35 OF THE 1971 ACTS OF THE LEGISLATURE OF FLORIDA AND WAS FILED IN PLAT BOOK 10, PAGE 27, ON THE 12TH DAY OF DECEMBER, 1978.

SURVEYOR'S NOTES

1. FERMONT CORNER POINT (O.L.P.) DISCOVERED TRUSLY.
2. FERMONT REFERENCE NUMBERS (O.L.P.) DISCOVERED TRUSLY.
3. FERMONT REFERENCE NUMBERS (O.L.P.) FOUND DISCOVERED TRUSLY.
4. BULLDOG SPIKE FOUND DISCOVERED TRUSLY.
5. THE SIGN (O) FERMONT DEGREE, THE SIGN (V) FERMONT POINT OR FEET.
6. ALL REFERENCE TO CORNERS ARE AS LOCATED.
7. S. R. 8, 300' R/W.
8. S. R. 8, 300' R/W.
9. 7/8" CUT IN TOP OF CORNER DISCOVERED TRUSLY X.
10. S. R. 8, 300' R/W.

STATE OF GEORGIA
COUNTY OF GORB
 BEFORE ME, the undersigned personally appeared JOHN H. LINDSEY, JR. and DALE B. GILBERT, to me known to be the President and Vice President respectively of COMPLEXITY CENTERS CORPORATION, A GEORGIA CORPORATION, and who declared the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

DEDICATION
 I, JOHN H. LINDSEY, JR., PRESIDENT OF COMPLEXITY CENTERS CORPORATION, DO HEREBY DEDICATE TO THE PUBLIC AS OPEN SPACE THE FOLLOWING LANDS TO BE USED AS OPEN SPACE FOR THE USES AND PURPOSES THEREIN SET FORTH.

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD
 BEFORE ME, the undersigned personally appeared EDWARD R. ALLEN and CAROLYN WALKER, to me known to be the President and Assistant Secretary respectively of LE CHERRY OF FLORIDA, A FLORIDA CORPORATION, and who declared the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

DESCRIPTION
 THAT PORTION OF GOVERNMENT LOTS 3 & 4, SECTION 30, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT A BULLDOG SPIKE AT THE NORTHEAST CORNER OF THE AFORESAID GOVERNMENT LOT 3; THENCE GO NORTH 80 DEGREES 29 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID GOVERNMENT LOT 3 A DISTANCE OF 132.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DAVIS HIGHWAY (FLORIDA STATE ROAD NO. 291); 200' R/W; THENCE CONTINUE NORTH 80 DEGREES 29 MINUTES 05 SECONDS WEST ALONG THE AFORESAID NORTH LINE OF GOVERNMENT LOT 3 A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 29 MINUTES 05 SECONDS WEST ALONG THE AFORESAID NORTH LINE OF GOVERNMENT LOT 3 A DISTANCE OF 778.30 FEET TO A POINT OF INTERSECTION WITH THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 (S.R. NO. 8, 300' R/W); THENCE GO WESTERLY ALONG THE AFORESAID CURVED RIGHT-OF-WAY LINE BEING CONCAVED SOUTHERLY HAVING A RADIUS OF 17,038.74 FEET, AN ARC DISTANCE OF 502.44 FEET (COM-502.44'); ON BEG-S 87° 57' 43" W TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF A GULF POWER EASEMENT (125' R/W); THENCE GO SOUTH 42 DEGREES 56 MINUTES 20 SECONDS WEST ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF A GULF POWER EASEMENT A DISTANCE OF 101.20 FEET TO A POINT OF INTERSECTION WITH THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF PLANTATION ROAD HAVING A RADIUS OF 307.00 FEET, AN ARC DISTANCE OF 50.05 FEET (COM-50.05'); ON BEG-S 81° 43' E TO THE POINT OF BEGINNING; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.18 FEET; THENCE GO SOUTH 01 DEGREES 10 MINUTES 40 SECONDS EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID PLANTATION ROAD; THENCE GO SOUTH 08 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 58.18 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 207.00 FEET, AN ARC DISTANCE OF 25.42 FEET (COM-25.42'); ON BEG-S 77° 45' 26" W; THENCE GO SOUTH 01 DEGREES 10 MINUTES 40 SECONDS WEST A DISTANCE OF 448.00 FEET; THENCE GO SOUTH 08 DEGREES 29 MINUTES 05 SECONDS EAST A DISTANCE OF 439.95 FEET; THENCE GO NORTH 01 DEGREES 31 MINUTES 00 SECONDS EAST A DISTANCE OF 463.95 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.05 FEET (COM-38.05'); ON BEG-S 45° 10' 30" E; THENCE GO NORTH 80 DEGREES 49 MINUTES 20 SECONDS EAST A DISTANCE OF 310.19 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.45 FEET (COM-40.45); ON BEG-S 44° 49' 50" E; THENCE GO SOUTH 01 DEGREES 31 MINUTES 00 SECONDS WEST A DISTANCE OF 478.53 FEET; THENCE GO SOUTH 88 DEGREES 29 MINUTES 05 SECONDS EAST A DISTANCE OF 398.50 FEET; THENCE GO NORTH 01 DEGREES 49 MINUTES 40 SECONDS EAST A DISTANCE OF 300.00 FEET; THENCE GO SOUTH 88 DEGREES 29 MINUTES 05 SECONDS EAST A DISTANCE OF 199.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID DAVIS HIGHWAY; THENCE GO NORTH 01 DEGREES 31 MINUTES 35 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 231.00 FEET; THENCE GO NORTH 80 DEGREES 29 MINUTES 05 SECONDS WEST A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 03.65 ACRES.

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT THE SURVEY WAS MADE UNDER MY PERSONAL SUPERVISION AND SUPERVISOR, AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 71-203, SECTIONS 177.33 THROUGH 177.35 OF THE 1971 ACTS OF THE LEGISLATURE OF FLORIDA. THE SURVEYOR'S NAME IS FRED B. THOMPSON, REGISTERED FLORIDA LAND SURVEYOR #1978.

PB 10 PG 88

CEJ South, Inc.

Vested Rights Determination Application Survey of the Property

BOUNDARY SURVEY WITH IMPROVEMENTS OF A PORTION OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

DESCRIPTION AS FURNISHED: OFFICIAL RECORDS BOOK: 4588, PAGE: 0380

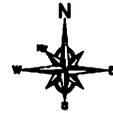
COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL G, PLANTATION PARK, AS RECORDED IN PLAT BOOK 10, PAGE 88, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND CONSIDERING THE WEST LINE OF PARCEL G TO BEAR SOUTH 03 DEGREES 18 MINUTES 00 SECONDS WEST AND ALL BEING CONTAINED HEREIN RELATIVE THEREIN SAID POINT 1000 ON A CURVED SOUTHERLY LINE OF PLANTATION ROAD (50 FOOT RIGHT OF WAY), THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST (RADIUS OF 247.04 FEET) THROUGH A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 07 SECONDS FOR AN ARC DISTANCE OF 105.41 FEET TO A POINT OF TANGENCY, THENCE NORTH 47 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 42 DEGREES 38 MINUTES 20 SECONDS WEST A DISTANCE OF 22.84 FEET, THENCE NORTH 47 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 0.5334 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 42 DEGREES 38 MINUTES 20 SECONDS WEST A DISTANCE OF 22.84 FEET, THENCE NORTH 47 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 0.5334 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 10, THEN SOUTHERLY ALONG SAID RIGHT OF WAY ON A CURVE CONCAVE SOUTHEAST (RADIUS OF 2748.15 FEET) THROUGH A CENTRAL ANGLE OF 14 DEGREES 53 MINUTES 22 SECONDS FOR AN ARC DISTANCE OF 221.17 FEET, THENCE SOUTH 47 DEGREES 03 MINUTES 40 SECONDS EAST A DISTANCE OF 325.19 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 30, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

DDNOTES:

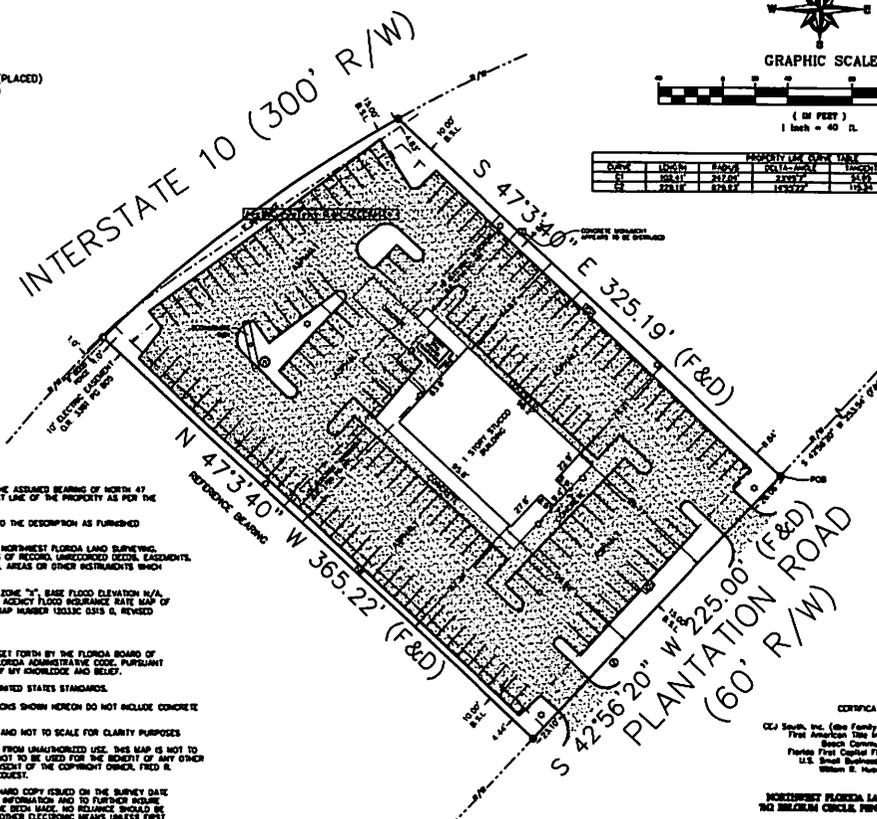
- ① - PIN (FOUND)
- ⊙ - 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- ⊙ - 1/2" CAPPED IRON ROD, UNNUMBERED (FOUND)
- (D) - DEED INFORMATION
- (F) - FIELD INFORMATION
- R/W - RIGHT OF WAY
- B.S.L. - BUILDING SETBACK LINE
- P.O.B. - POINT OF BEGINNING
- ⊙ - LIGHT POLE
- ⊙ - CLEAN OUT VALVE
- ⊙ - SANITARY SEWER MANHOLE
- ⊙ - STORM DRAIN MANHOLE
- ⊙ - WELL PUMP

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 47 DEGREES 03 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF THE PROPERTY AS FOR THE DESCRIPTION AS FURNISHED.
2. THE SURVEY DATA AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA SURVEYING, INC. FOR THE SUBJECT PROPERTIES. THERE MAY BE COPIES OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION 10.4', AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 10031C 0313 G, REVISED SEPTEMBER 28, 2008.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 18C17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 476.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTINGS OR LAKE CHANGERS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES.
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR IN PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE COPYRIGHT OWNER, CEJ SOUTH, INC. AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A WAXED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.



DATE	DESCRIPTION	BY	FOR	STATUS
05/21/2010	PROPERTY LINE SURVEY	CEJ SOUTH, INC.	CEJ SOUTH, INC.	COMPLETE
05/21/2010	FIELD NOTES	CEJ SOUTH, INC.	CEJ SOUTH, INC.	COMPLETE
05/21/2010	DEED INFORMATION	CEJ SOUTH, INC.	CEJ SOUTH, INC.	COMPLETE



CERTIFICATIONS
 CEJ South, Inc. (the Family Funded and Commission)
 First American Title Insurance Company
 Beach Community Bank
 Florida First Capital Finance Corporation
 U.S. Small Business Administration
 William R. Hootman, P.A.

NORTHWEST FLORIDA LAND SURVEYING, INC.
 140 BELMONT CIRCLE, PANAMA CITY, FLORIDA 32368
 904-775-1111
 5-29-10
 FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER 3297 COMP. NUMBER 7877
 STATE OF FLORIDA

	<p style="text-align: center;">NORTHWEST FLORIDA LAND SURVEYING, INC. 140 BELMONT CIRCLE, PANAMA CITY, FLORIDA 32368 904-775-1111 FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3297 COMP. NUMBER 7877 STATE OF FLORIDA</p>
<p style="text-align: center;">BOUNDARY SURVEY WITH IMPROVEMENTS OF A PORTION OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA</p>	<p style="text-align: center;">PREPARED FOR AND REQUESTED BY: BEACH COMMUNITY BANK</p>
<p style="text-align: center;">16364 10</p>	<p style="text-align: center;">1" = 1' SCALE</p>

10/14/2014



Drive 7.3 miles, 10 min

Directions from Pensacola, FL to 7253 Plantation Rd

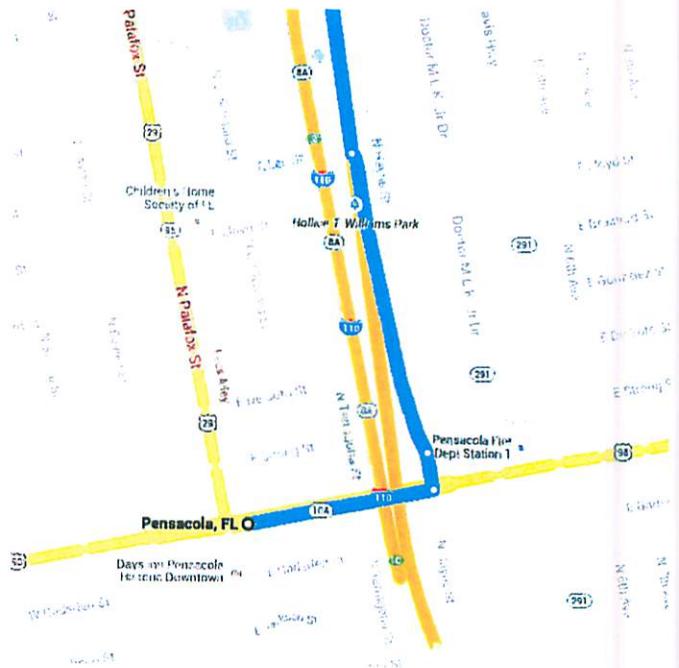


○ Pensacola, FL

Get on I-110 N

0.6 mi / 1 min

- ↑ 1. Head east on E Cervantes St toward N Hayne St
0.2 mi
- ↶ 2. Turn left onto N Hayne St
223 ft
- ⤴ 3. Take the ramp on the left onto I-110 N
0.4 mi



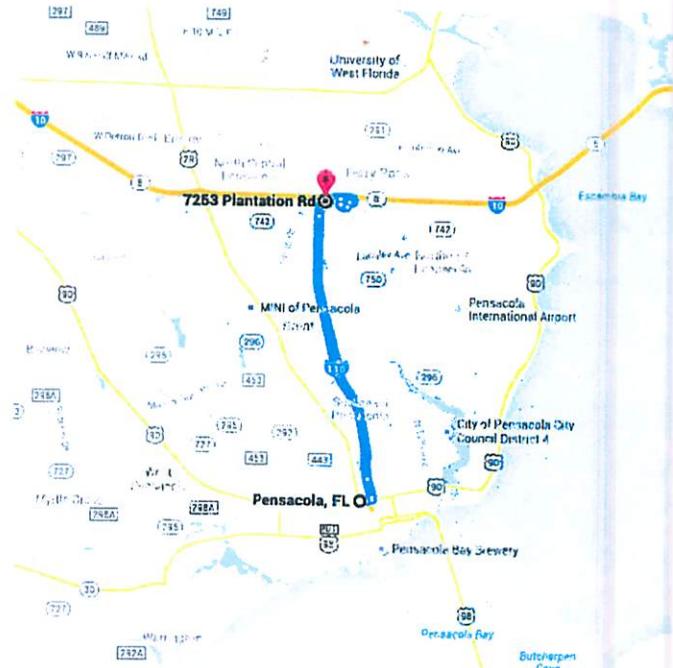
Continue on I-110 N to Ferry Pass. Take exit 6 from I-110 N

6.1 mi / 6 min

10/14/2014

- 4. Merge onto I-110 N 5.0 mi
- 5. Take exit 6 for FL-291 N/FL-291 S toward Davis Hwy 1.0 mi

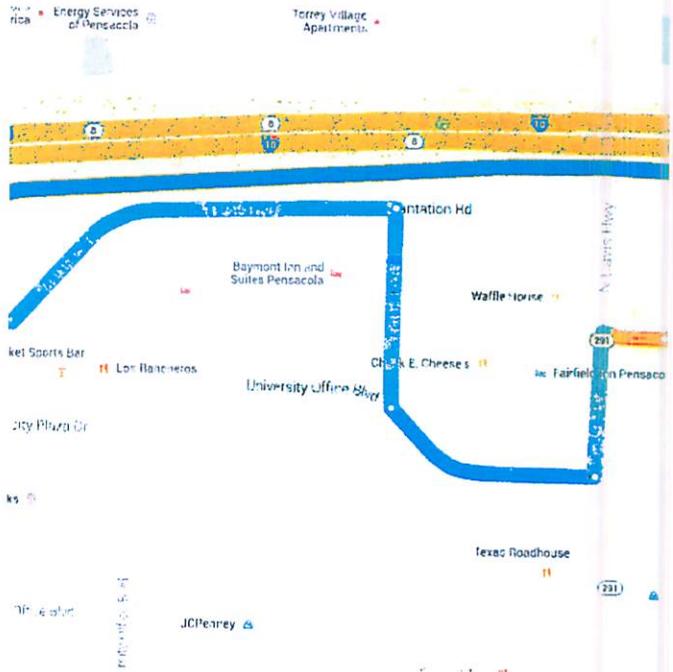
Google Maps



Drive to Plantation Rd

0.6 mi / 2 min

- 6. Turn left onto FL-291 S/N Davis Hwy (signs for Airport/Florida 291 S) 0.1 mi
- 7. Take the 1st right onto Plantation Rd 0.1 mi
- 8. Slight right to stay on Plantation Rd 0.1 mi
- 9. Turn left to stay on Plantation Rd 0.2 mi
i Destination will be on the right



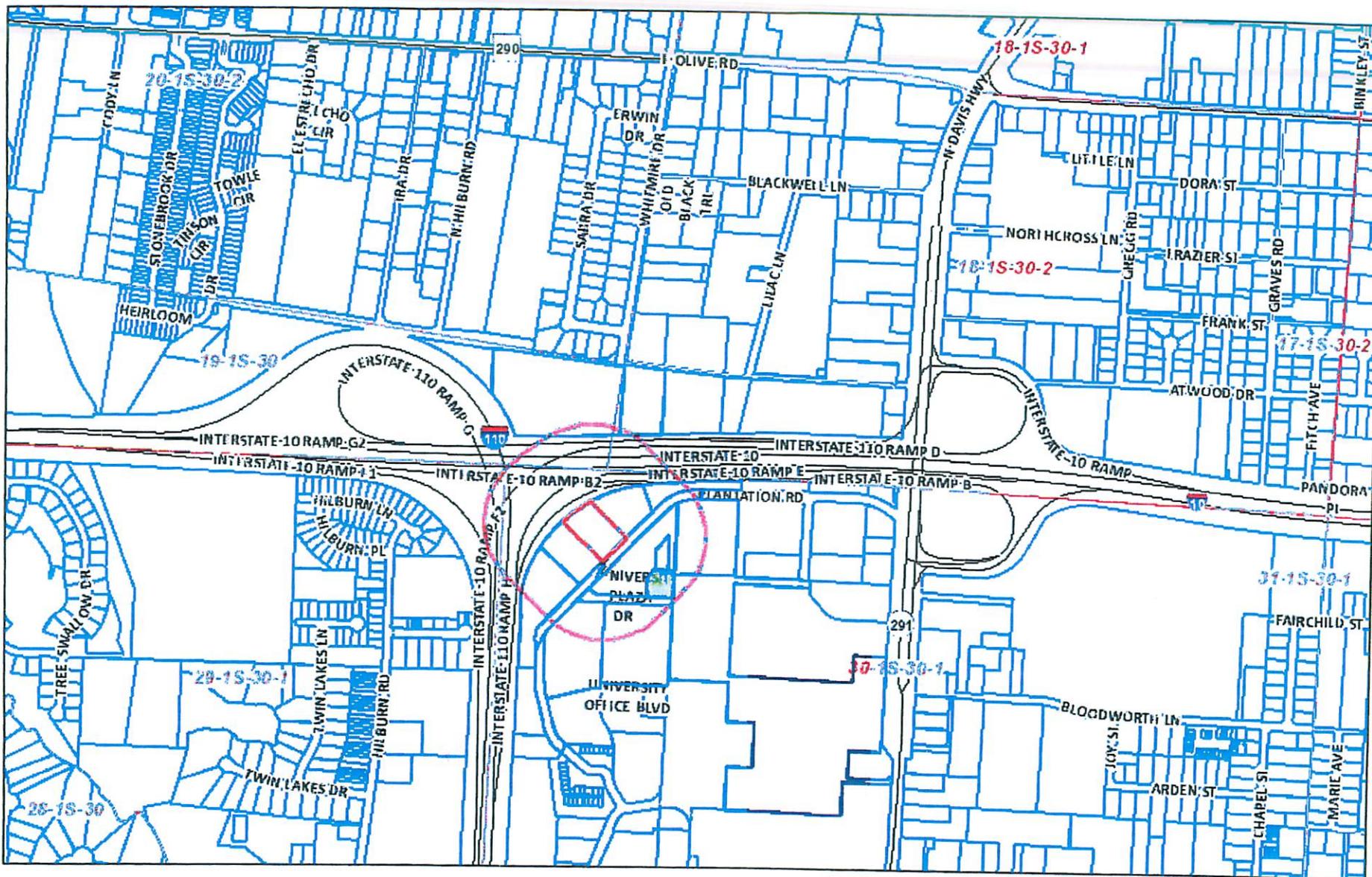
7253 Plantation Rd

Pensacola, FL 32504

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

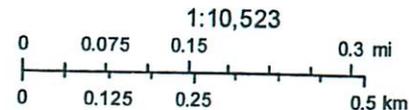
Map data ©2014 Google

CEJ South, Inc.
Vested Rights Determination Application
List of Property Owners within 500 Feet



October 13, 2014

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



Property Owner Name within 500'

CEJ SOUTH INC
JENNINGS VIVION R LIFE EST &
COMMUNICATION WORKERS OF AMERICA
PENSACOLA SILVER SCREEN INC
RELAX HOSPITALITY LLC
ADX COMMUNICATIONS OF
CHAVEZ FERNANDO &
SAI RAM KRUPA LLC
AMMONS WILLIAM S & TATUM
AMMONS WILLIAM S & TATUM
OM HANUMAN HOSPITALITY INC
UNIVERSITY OFFICE LIMITED CO
SERVICE PENSACOLA LLC
UNIVERSITY TOWN PLAZA LLC
GARDENER HOLDING CO INC

Mailing Address

PO BOX 11986, PENSACOLA, FL 32524
1505 ATWOOD DR, PENSACOLA, FL 32514
1621 ATWOOD DR, PENSACOLA, FL 32514
PO BOX 10015, PENSACOLA, FL 32524
7230 PLANTATION RD, PENSACOLA, FL 32504
7251 PLANTATION RD, PENSACOLA, FL 32504
5190 MOBILE HWY, PENSACOLA, FL 32526
4031 STEPHANI RD, CANTONMENT, FL 32533
C/O LINDA AMMONS, 1507 E STRONG ST, PENSACOLA, FL 32501
C/O LINDA AMMONS, 1507 E STRONG ST, PENSACOLA, FL 32501
7226 PLANTATION RD, PENSACOLA, FL 32504
600 UNIVERSITY OFFICE BLVD, STE 1C, PENSACOLA, FL 32504
C/O URBAN RETAIL PROP LLC, 404 WYMAN ST SUITE 365, WALTHAM, MA 02451
ATTN PROPERTY TAX DEP, PO BOX 7019, INDIANAPOLIS, IN 46207
7282 PLANTATION RD # 403, PENSACOLA, FL 32504



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



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

**CEJ SOUTH INC
PO BOX 11986
PENSACOLA, FL 32524**

**JENNINGS VIVION R &
1505 ATWOOD DR
PENSACOLA, FL 32514**

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

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



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

**COMMUNICATION WORKERS OF AMERICA
1621 ATWOOD DR
PENSACOLA, FL 32514**

**SAI RAM KRUPA LLC
4031 STEPHANI RD
CANTONMENT, FL 32533**

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

**ADX COMMUNICATIONS OF
7251 PLANTATION RD
PENSACOLA, FL 32504**

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

**AMMONS WILLIAM S & TATUM
C/O LINDA AMMONS
1507 E STRONG ST
PENSACOLA, FL 32501**

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

**PENSACOLA SILVER SCREEN INC
PO BOX 10015
PENSACOLA, FL 32524**

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

**CHAVEZ FERNANDO &
5190 MOBILE HWY
PENSACOLA, FL 32526**

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

**RELAX HOSPITALITY LLC
7230 PLANTATION RD
PENSACOLA, FL 32504**

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

**UNIVERSITY OFFICE LIMITED CO
600 UNIVERSITY OFFICE BLVD STE 1C
PENSACOLA, FL 32504**

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

**GARDENER HOLDING CO INC
7282 PLANTATION RD # 403
PENSACOLA, FL 32504**

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

**OM HANUMAN HOSPITALITY INC
7226 PLANTATION RD
PENSACOLA, FL 32504**

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

**UNIVERSITY TOWN PLAZA LLC
ATTN PROPERTY TAX DEP
PO BOX 7019
INDIANAPOLIS, IN 46207**

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

**SERVICE PENSACOLA LLC
C/O URBAN RETAIL PROP LLC
404 WYMAN ST SUITE 365
WALTHAM, MA 02451**

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

**David A. Theriaque
Theriaque & Spain Law Firm
433 North Magnolia Drive
Tallahassee, FL 32308**

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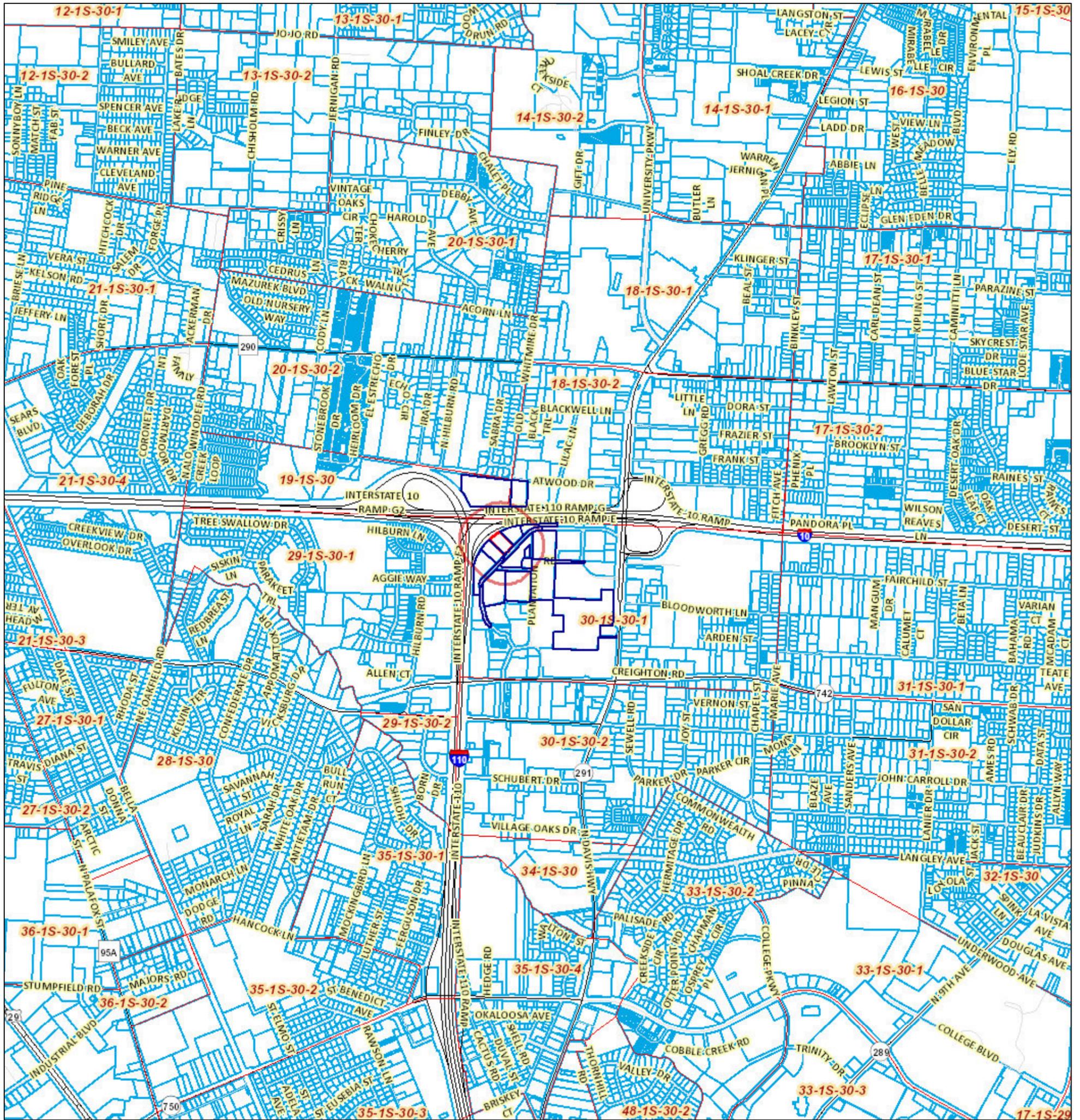


Escambia County
Development Services Department
3363 West Park Place
Pensacola, FL 32505

**Jesse W. Rigby
Clark, Partington, Hart, Larry, Bond & Stackhouse
One Pensacola Plaza, Suite 800
125 West Romana St.
Pensacola, FL 32502**

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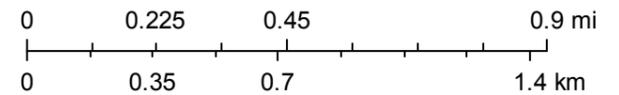
Chris Jones Escambia County Property Appraiser



December 15, 2014

1:19,644

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





Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **624295**

Date Issued. : 12/08/2014

Cashier ID : CASTILLS

Application No. : PBA141200024

Project Name : VRD-2015-01

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	025980	\$677.60	App ID : PBA141200024
		\$677.60	Total Check

Received From : DAVID A. THERIAQUE THERIAQUE & SPAIN LAW FIRM

Total Receipt Amount : **\$677.60**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PBA141200024	715349	677.60	\$0.00	7253 PLANTATION RD, PENSACOLA, FL

Total Amount :

677.60

\$0.00

Balance Due on this/these
Application(s) as of 12/8/2014