

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
March 16, 2016–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Swearing in of Staff and acceptance of Staff as expert witnesses.
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.
4. Proof of Publication and waive the reading of the legal advertisement.
5. Approval of the February 17, 2016 Resume' Minutes.

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

0. **Case No.:** V-2016-03
Address: 4615 Mobile Hwy.
Request: Sign Variance
Requested by: Nader Ghobrial, Agent for Fadi Mubarak, Owner

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

The next Board of Adjustment Meeting is scheduled for Wednesday, April 20, 2016 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

Audio recording of this meeting is available upon request.

Board of Adjustment

5.

Meeting Date: 03/16/2016

Attachments

Draft Resume' Minutes 02-17-16

DRAFT

DRAFT

RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD February 17, 2016

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:30 A.M. – 8:40 A.M.)

Present: Auby Smith
Bill Stromquist
Jesse Casey
Judy Gund

Absent: Frederick J. Gant
Jennifer Rigby
Blaise Adams

Staff Present: Kristin Hual, Assistant County Attorney
Andrew Holmer, Division Manager, Planning & Zoning
Brenda Wilson, Urban Planner, Planning & Zoning
Caleb MacCartee, Urban Planner, Planning & Zoning
Debbie Lockhart, Administrative Assistant

REGULAR BOA AGENDA

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

Motion by Vice Chairman Bill Stromquist, Seconded by At Large Member Jesse Casey
Motion was made to accept the BOA meeting package.
Vote: 4 - 0 Approved
4. Proof of Publication and waive the reading of the legal advertisement.

Motion by Vice Chairman Bill Stromquist, Seconded by At Large Member Jesse Casey
Proof of publication was provided and motion was made to waive the reading of the legal advertisement.

Vote: 4 - 0 Approved

5. Approval of the January 20, 2016 Resume Minutes.

Motion by Vice Chairman Bill Stromquist, Seconded by At Large Member Jesse Casey
Motion was made to approve the January 20, 2016 Resume' Minutes.

Vote: 4 - 0 Approved

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

1. **Case No.:** CU-2016-02
Address: 2007 N. 61st Street
Request: Educational Facility in MDR Zoning
Requested by: Patricia A. Jones and Julie B. Jones

Motion by At Large Member Jesse Casey, Seconded by Vice Chairman Bill Stromquist
Motion was made to accept Staff Findings and approve the Conditional Use as submitted.

Vote: 4 - 0 Approved

7. There were no items for discussion.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, March 16, 2016 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. The meeting adjourned at 8:40 A.M.

Audio recording of this meeting is available upon request.

Board of Adjustment

6. 0.

Meeting Date: 03/16/2016
CASE: V-2016-03
APPLICANT: Nader Ghobrial, Agent for Fadi Mubarak, Owner
ADDRESS: 4615 Mobile Hwy.
PROPERTY REFERENCE NO.: 14-2S-30-8001-001-001
ZONING DISTRICT: COM, Commercial
FUTURE LAND USE: C, Commercial

SUBMISSION DATA:

REQUESTED VARIANCE:

The Applicant is seeking an after the fact variance to increase the allowed wall signage on an existing commercial site.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 5-8.-7(e)(2)

(e) Wall signs. The maximum square footage for a wall sign shall not exceed ten percent of the wall surface facing the addressed street. For those businesses with more than one store front, the maximum square footage for a wall sign shall not exceed 15 percent of the wall surface facing the addressed street. Any one sign shall not exceed 200 square feet. The wall surface shall be measured by determining the total vertical wall surface and the horizontal wall surface and can include the roof surface when the roof slope is steeper than 45 degrees. Signs painted on the wall surface shall require a land use certificate but shall not require a building permit.

(2) Existing commercial businesses. The square footage of wall signs is calculated by using the elevation of each individual store front. The square footage is calculated separately from freestanding signs.

Note: The square footage authorized under this provision may be allocated to one or more wall signs mounted on the vertical wall surface or the sloped roof surface.

CRITERIA

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

CRITERION (1)

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

FINDINGS-OF-FACT

The existing commercial building was constructed in 1978 as a gas station and is typical of that era of design. The building is not obscured from the right-of-way by landscaping or screening and has a freestanding sign in addition to the permitted and non-permitted wall signs. Staff does not find special conditions unique to this site.

CRITERION (2)

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

FINDINGS-OF-FACT

Staff does not find special conditions unique to this site. The unpermitted signs erected on site are the fault of the applicant.

CRITERION (3)

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

FINDINGS-OF-FACT

Granting the variance requested would confer on the applicant special privilege denied by this land development code to other lands, buildings or structures in the same zoning district.

CRITERION (4)

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

FINDINGS-OF-FACT

Staff finds that the strict application of the code would not create an unnecessary and undue hardship on the applicant.

CRITERION (5)

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

FINDINGS-OF-FACT

The site in question has an existing, permitted wall sign that uses up all of the allowed

wall signage for the site. Adding two more wall signs of the same size is not the minimum necessary to make use of the land, building or structure.

CRITERION 6

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

FINDING OF FACT:

Granting the requested variance will not be consistent with the general intent and purpose of the land development code.

STAFF RECOMMENDATION

Staff finds that the request does not meet all of the required criteria and recommends denial.

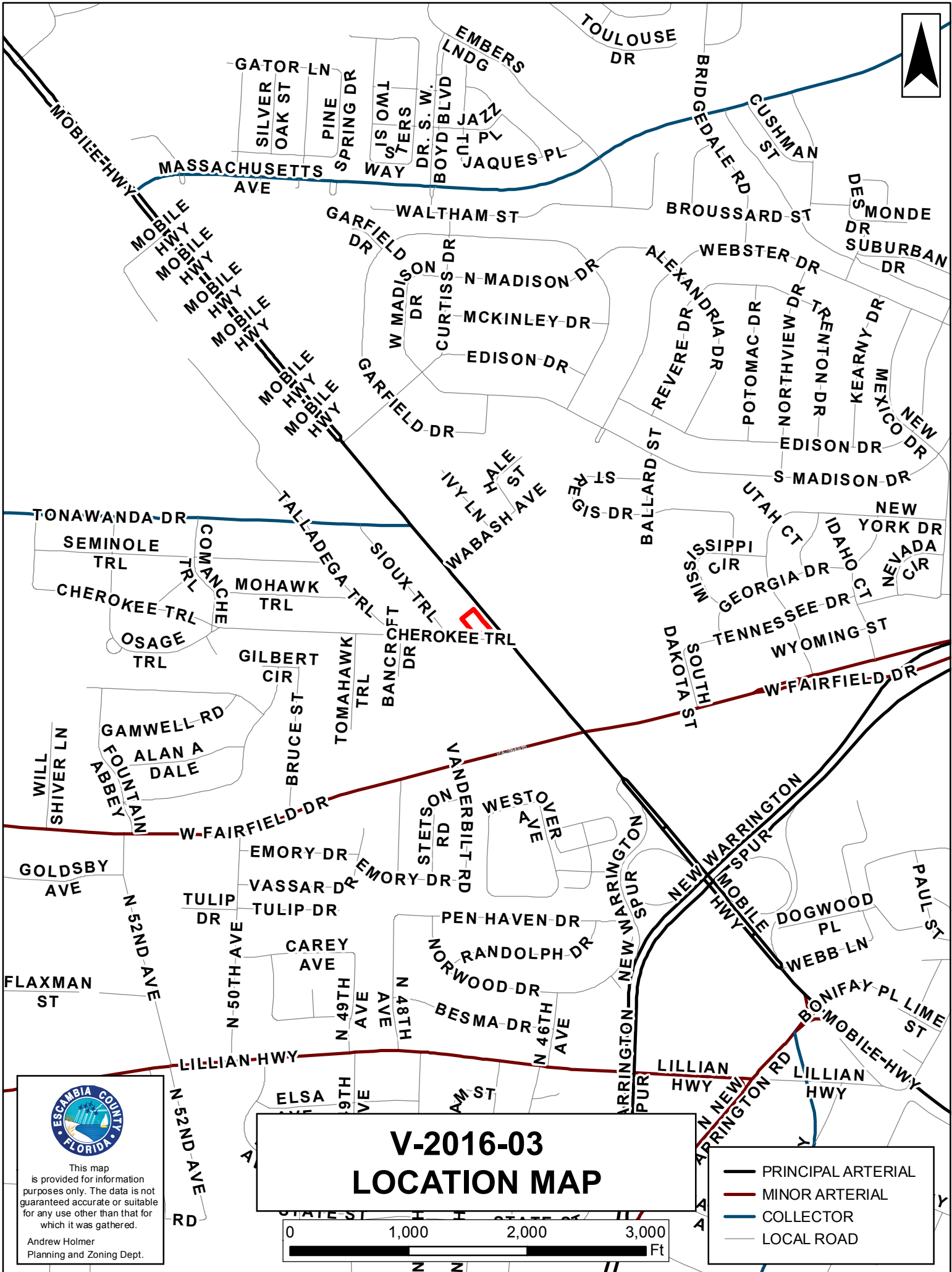
BOA DECISION

Attachments

V-2016-03 Working Case File

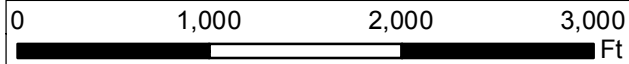

V-2016-03

4615 Mobile Hwy.



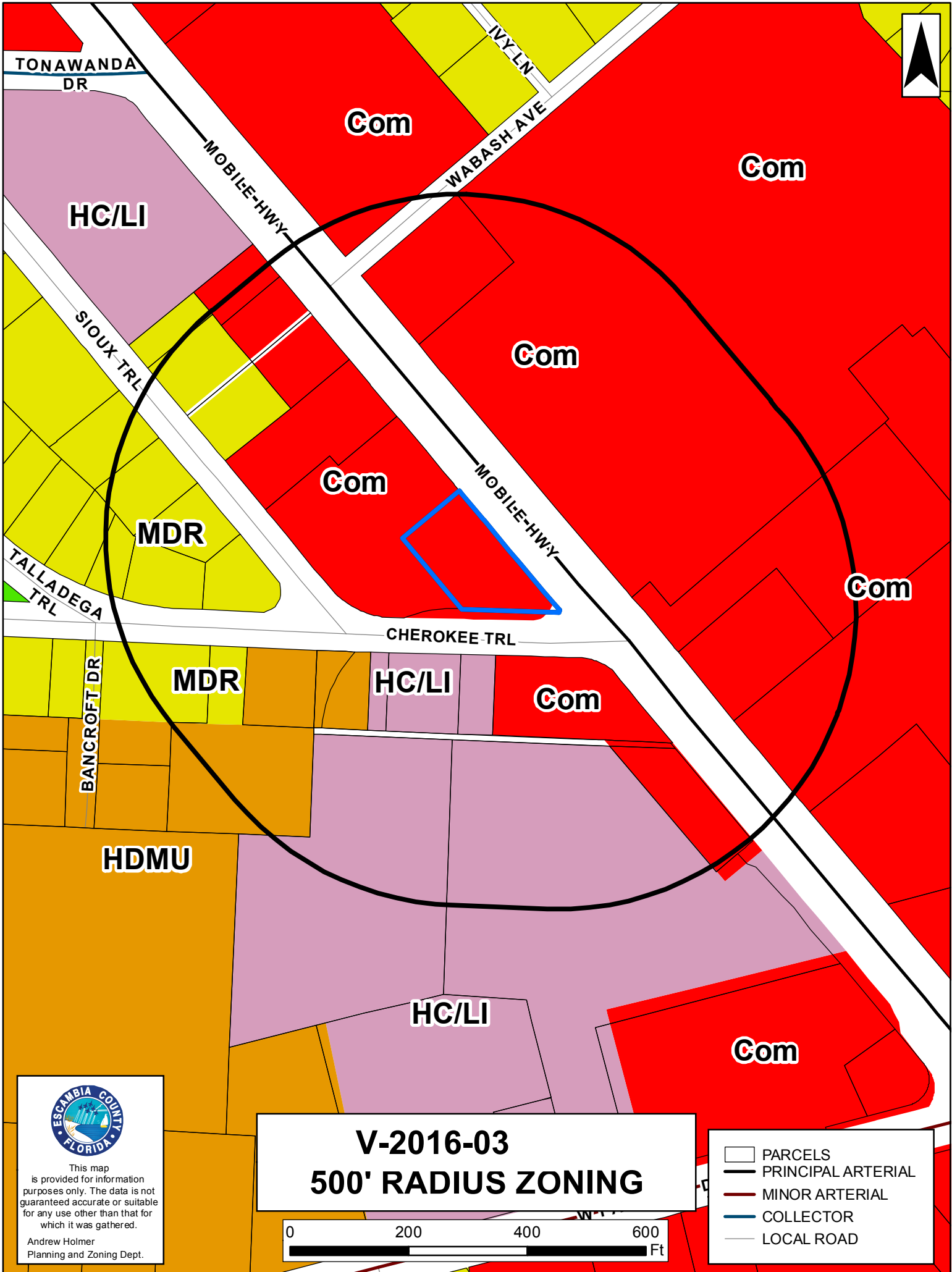
V-2016-03 LOCATION MAP

- 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.



V-2016-03
500' RADIUS ZONING

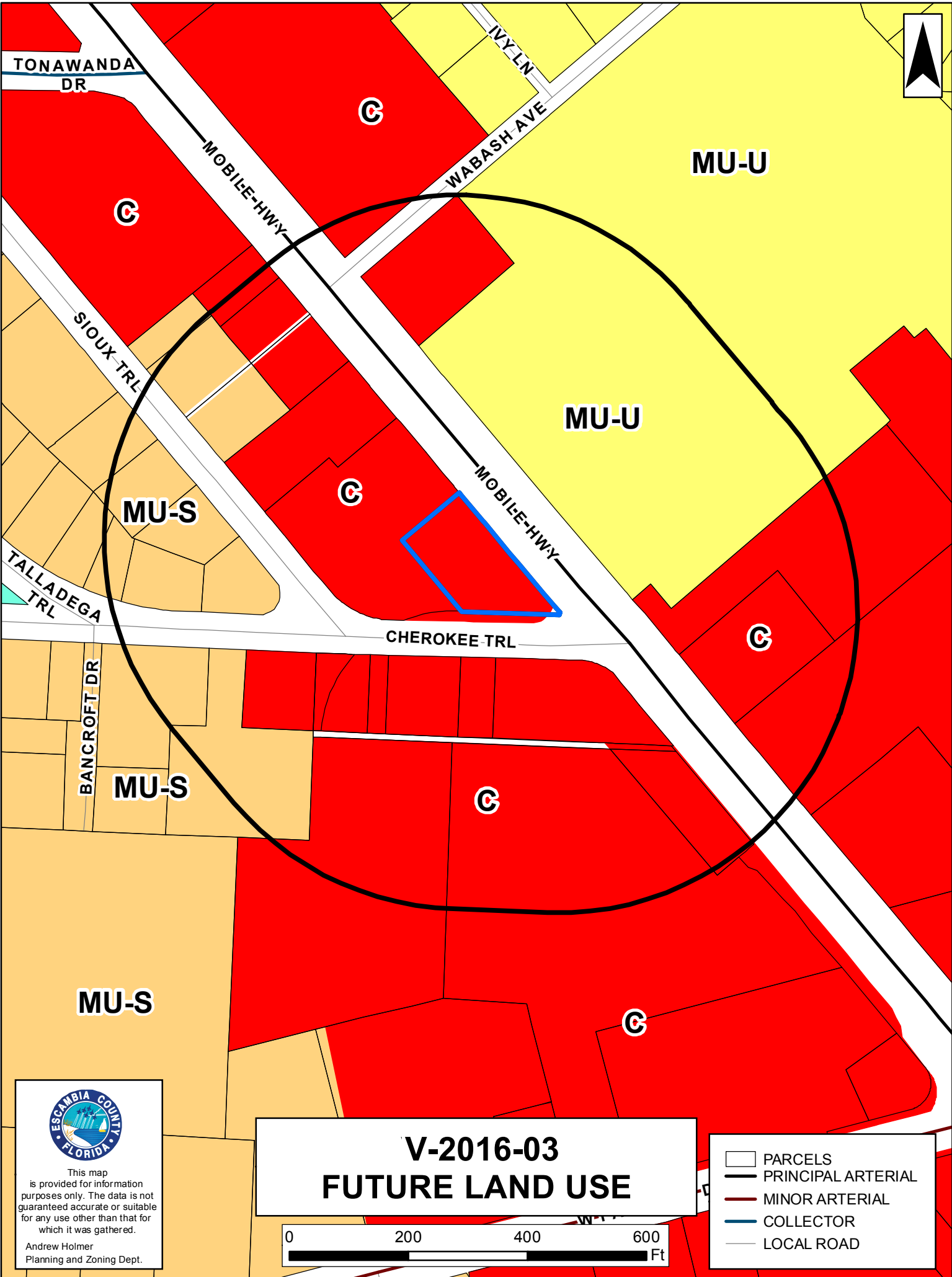


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer
 Planning and Zoning Dept.



TONAWANDA DR

IVY LN

WABASH AVE

MOBILE-HWY

MU-U

G

G

SIOUX TRL

MU-U

MU-S

G

MOBILE-HWY

TALLADEGA TRL

CHEROKEE TRL

G


BANCROFT DR

MU-S

G

MU-S

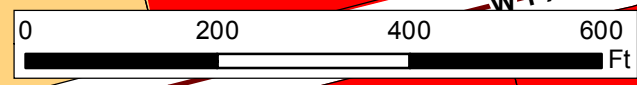
G








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

Andrew Holmer
Planning and Zoning Dept.

V-2016-03 FUTURE LAND USE



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



MOBILE HWY

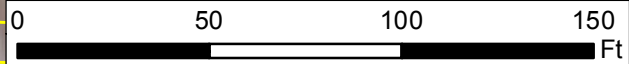
CHEROKEE TRL








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

Andrew Holmer
Planning and Zoning Dept.

V-2016-03 AERIAL MAP



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

Additional Signage Requested

We are asking for two additional signs (one on the north side of the building and one on the south side). The size of the additional signs would be 4'X20' each for a total of 80 square feet per sign. The permitted sign on the building is 4' X 20'.

northside

metroPCS
Authorized Dealer

OPEN

metroPCS

metroPCS



southside



metroPCS
Authorized Dealer



Additional Information To Criteria

Criterion 1 & 2: The particular location was a gas station/convenience store since it was built in 1978. Most people will only see it as that even though there are signs stating it is Metro PCS. The building is very small but the land is quite large making the building seem smaller than it is. When it was a gas station it had a large canopy for advertisement which the current owner does not have now.

Criterion 3: We do not believe that this request will grant us any special privileges as the building is very small & not easily seen by customers driving north and south. (See attached drawings)

Criterion 4: Not having the additional signage will create an extreme financial hardship for this location. If the potential customers can't see our signs they will not come to our store as they will think we are still a convenience store. Our location needs to be visible from all sides so that we may attract customers. Our signs are competing with a lot of other signs near us that are larger & more visible. Since the signs are also already installed it would be very expensive to remove them.

Criterion 5: As the signs are already in place it would be reasonable to keep them as they are as they give us the visibility that we need for customers to find our location.

Criterion 6: The signs will not be injurious as these are building signs and not free standing signs that would cause line of sight problems for traffic or for people pulling in or out of this business location.

Photos showing visibility issues







MOTEL

RIGHT LANE
MUST
TURN RIGHT

600
FEET

165







4615 Mobile Hwy.
Pensacola, FL.



General Notes:

Cabinet is aluminum construction.
Face is pan formed, .177 Acrysteel with vinyl background.

Authorized dealer is flat vinyl application.
Face will be in 2 pieces, with butt seam, & overlapping flange on backside to prevent light leaks.

HANGING BAR, OR FACE FASTENED TO FRAME.

COLORS

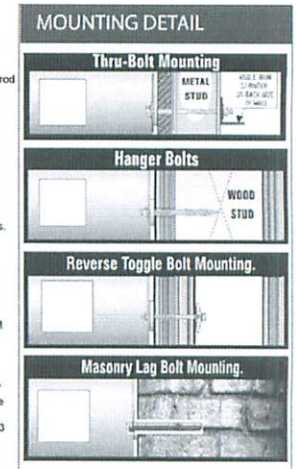
MetroPCS is White.
Background is Arlon 2500-3412 Purple
A. Dealer is Arlon 2500-3411 Orange.
Cabinet & retainer color is Black.
Flange of face is White.

Cabinet frame mounted to fascia with eighteen (18) each of the fastener options shown.

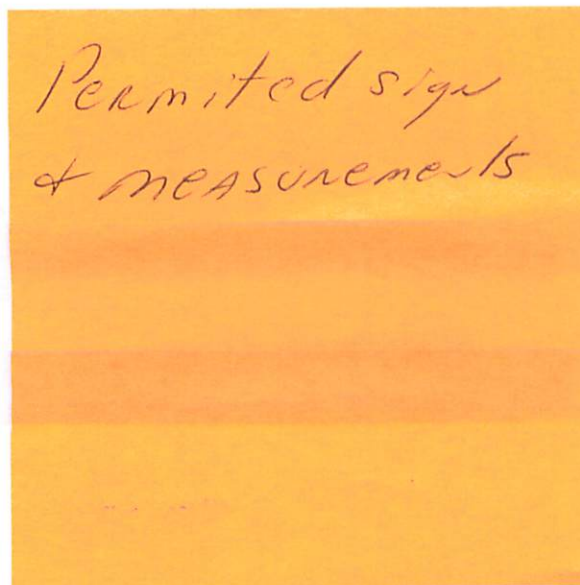
Note: Fasteners will not be visible and are shown to illustrate number and approximate locations. Precise locations will be determined by installer.

Illumination is provided by internal fluorescent lamps. Electronic type ballasts placed where needed.
120V, 20 A, UL listed disconnect req'd.
Photocell to control time of lighting provided.
Existing electrical circuit to be re-used.

This sign conforms to the requirements of Florida Building Code 2010
Ultimate design wind speed V(ult) = 150 mph
Risk category = II
Exposure C



| |
|--|
| metro PCS cabinet sign by The Sign Resource, Inc. |
| John J. Orlando PE LLC 165 Old Ridge Road Macon, GA 31211 478 731 5394 Florida registration # 0044089 |
| sheet 1 of 2 job 01214SR |



APPLICATION

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

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

Owner(s) Name: Fadi Mubarak Phone: 813-900-0000
Address: PO Box 290315 Tampa FL, 33687 Email: fadi.mubarak@celltouch.net

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

Property Address: 4615 Mobile Hwy, Pensacola, FL 320506
Property Reference Number(s)/Legal Description: 142S308001001001 / MetroPCS retail store

By my signature, I hereby certify that:

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

Signature of Owner/Agent
Signature of Owner

Nader Ghobrial
Printed Name Owner/Agent
Date: 10/21/2015
Fadi Mubarak
Printed Name of Owner
Date: 10/21/2015

STATE OF FL COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21 day of October 2015 by Fadi Mubarak

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

Signature of Notary
Printed Name of Notary: Gina Lara
(notary seal must be affixed)

FOR OFFICE USE ONLY
CASE NUMBER: V-2016-03
Meeting Date(s): 03-16-16 Accepted/Verified by: Brenda W. Kon/ADH Date: 03-16-16
Fees Paid: \$ 423.50 Receipt #: 655553 Permit #: PBA 1100200002



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4615 Mobile Hwy, Pensacola, FL 32506,
Florida, property reference number(s) 142S308001001001

I hereby designate Nader Ghobrial for the sole purpose
of completing this application and making a presentation to the:

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

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

This Limited Power of Attorney is granted on this 21st day of October the year of,
2015, and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau.

Agent Name: Nader Ghobrial Email: nader.ghobrial@celltouch.net

Address: 5120 N. Palafox St, Pensacola, 32505 Phone: 727-504-0960

[Signature]

Signature of Property Owner

Fadi Mubarak

Printed Name of Property Owner

10/21/2015
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF FL COUNTY OF Hillborough

The foregoing instrument was acknowledged before me this 21 day of October, 2015,
by Fadi Mubarak

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

[Signature]
Signature of Notary

Gina Lara
Printed Name of Notary

(Notary Seal)



Rec - \$ 27.00
Doc - \$ 2450.00

PREPARED BY AND RETURN TO:

Circle K Stores Inc.
25 West Cedar Street, Suite K
Pensacola, FL 32502

CONSIDERATION \$ 350,000.00

PROPERTY APPRAISERS PARCEL I.D. NUMBER:

THIS SPECIAL WARRANTY DEED Made the 7th day of March, 2014, between Circle K Stores Inc., a Texas corporation whose mailing address is: 25 West Cedar Street, Suite K, Pensacola, Florida 32502 hereinafter called the Grantor, to New Way Land, LLC whose mailing address is: 8560 N. 56th Ave., Tampa, FL 33617 hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, that said Grantor, for and in consideration of the sum of Three Hundred Fifty Thousand AND 00/100's (\$350,000.00) DOLLARS and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee forever, the following described land located in the County of Escambia, State of Florida to-wit:

See Exhibit 'A' attached hereto and by this express reference incorporated herein.

AND the grantor hereby covenants with the grantee that the grantor is lawfully seized of the property described herein in fee simple; that grantor has good right and lawful authority to sell and convey said property; that grantor warrants the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under grantor; and that said property is free of all encumbrances except for real property taxes for the year 2013 and subsequent years and valid easements, restrictions and reservations of record, more particularly set forth on the attached Exhibit B, and by this reference made a part of hereto.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in our presence:

Circle K Stores Inc., a Texas corporation.

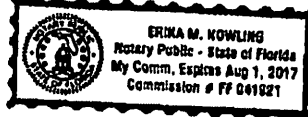
Michelle Anderson
witness signature
Nichelle Anderson
print name
Michelle Bratten
witness signature
Brian Bratten
print name

Brian Bednarz
BY: Brian Bednarz
ITS: Vice President

STATE OF FLORIDA)
COUNTY OF ESCAMBIA) SS:

The foregoing instrument was acknowledged before me this 6th day of March, 2014 by Brian Bednarz, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Erin M. Nowling
Notary Public, State of Florida



Return to Brooker McCranie
Chicago Title Insurance Company
5660 W Cypress St., Ste A
Tampa, FL 33607
File # 4715697

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lots 1, 2, 3, 36 and 37, Block 1 of Osceola Country Club Estates, according to Plat filed in Plat Book 1, Page 18 of the Public Records of Escambia County, Florida, described as follows: Commencing at an iron pipe at the Northwest corner of Lot 34 of said Block 1; thence North $48^{\circ} 43' 15''$ East along the North line of said Lot 34, a distance of 126.58 feet to an iron pipe in the West right of way line of U.S. Highway 90 (right of way width 106 feet); thence South $41^{\circ} 20' 30''$ East along said right of way line 162.99 feet to an iron pipe for the Point of Beginning; thence continue South $41^{\circ} 20' 33''$ East along said right of way line, 295.22 feet to a point being in the extension of the North line of Cherokee Trail, according to said Plat; thence North $89^{\circ} 00' 05''$ West along said North line, 169.07 feet to an iron pipe; thence North $41^{\circ} 20' 35''$ West 181.30 feet to an iron pipe; thence North $48^{\circ} 38' 30''$ East, 125.00 feet to the Point of Beginning; EXCEPTING that portion within said Cherokee Trail, lying outside of the 30.5 feet radius line at the Southeast corner of said Lot 1, according to said Plat, and that portion thereof, if any, within the right of way for State Road 10-A, Section 4802 as conveyed by Ada Oil Company to the State of Florida by deed dated September 9, 1959 and recorded in Escambia County, in Deed Book 525, Page 758.

Also described as:

A portion of Lots 1, 2, 3, 36 and 37, Block 1, Osceola Country Club Estates, Plat Book 1, Page 18, of the Public Records of Escambia County, Florida, being more particularly described as follows: Commence at a rebar marking the intersection of the North line of Lot 34 of said Block 1 with the Southwesterly right-of-way line of Mobile Highway (106 foot right-of-way); thence South $41^{\circ} 20' 30''$ East along said right-of-way line a distance of 162.99 feet to a rebar marking the most Northerly corner and Point of Beginning of the following described parcel; thence South $41^{\circ} 20' 33''$ East along said right-of-way line a distance of 263.33 feet to a rebar lying on a non-tangent circular curve to the right having a radius of 30.50 feet and a central angle of $77^{\circ} 10' 53''$; thence along said curved right-of-way line an arc distance of 41.09 feet (chord: South $52^{\circ} 31' 33''$ West, 38.05 feet) to a nail marking the intersection of said right-of-way line with the Northerly right-of-way line of Cherokee Trail (60 foot right-of-way); thence North $89^{\circ} 00' 05''$ West along said right-of-way line a distance of 117.83 feet to a rebar; thence North $41^{\circ} 20' 35''$ West a distance of 181.30 feet to a rebar; thence North $48^{\circ} 38' 30''$ East a distance of 125.00 feet to the Point of Beginning.

EXHIBIT B
PERMITTED EXCEPTIONS
NONE

Rec - * 27.00
Doc - * 2450.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014016430 03/11/2014 at 12:00 PM
OFF REC BK: 7144 PG. 654 - 656 Doc Type: WD
RECORDING: \$27.00 Deed Stamps \$2450.00

PREPARED BY AND RETURN TO:

Circle K Stores Inc.
25 West Cedar Street, Suite K
Pensacola, FL 32502

CONSIDERATION * 350,000.00

PROPERTY APPRAISERS PARCEL I.D. NUMBER:

THIS SPECIAL WARRANTY DEED Made the 1st day of March, 2014, between Circle K Stores Inc., a Texas corporation whose mailing address is: 25 West Cedar Street, Suite K, Pensacola, Florida 32502 hereinafter called the Grantor, to New Way Land, LLC whose mailing address is: 8560 N. 56th Ave., Tampa, FL 33617 hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, that said Grantor, for and in consideration of the sum of Three Hundred Fifty Thousand AND 00/100's (\$350,000.00) DOLLARS and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee forever, the following described land located in the County of Escambia, State of Florida; to-wit:

See Exhibit 'A' attached hereto and by this express reference incorporated herein.

AND the grantor hereby covenants with the grantee that the grantor is lawfully seized of the property described herein in fee simple; that grantor has good right and lawful authority to sell and convey said property; that grantor warrants the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under grantor; and that said property is free of all encumbrances except for real property taxes for the year 2013 and subsequent years and valid easements, restrictions and reservations of record, more particularly set forth on the attached Exhibit B, and by this reference made a part of hereto.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in our presence:

Circle K Stores Inc., a Texas corporation.

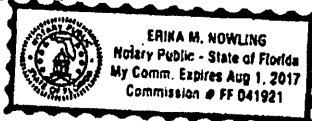
Michelle Anderson
witness signature
Nichelle Anderson
print name
Nichelle Anderson
witness signature
Dorian Enslin
print name

Brian Bednarz
BY: Brian Bednarz
ITS: Vice President

STATE OF FLORIDA)
COUNTY OF ESCAMBIA) ss:

The foregoing instrument was acknowledged before me this 1st day of March, 2014 by Brian Bednarz, who is personally known to me or who has produced _____ as identification and who did not take an oath.

ERIKA M. NOWLING
Notary Public, State of Florida



Return to Brooke McCranie
Chicago Title Insurance Company
5690 W Cypress St., Ste A
Tampa, FL 33607
File # 4715697

CONTRACT FOR SALE AND PURCHASE – Commercial Improved Property



This Contract for Purchase and Sale is entered into this the 7th day of February, 2014, by and between: Fadi Mubarak and/or Assigns and/or assigns, ("PURCHASER") and Circle K Stores, Inc., ("SELLER").

PURCHASER agrees to buy and SELLER agrees to sell the property described as follows:

Street Address: 4615 Mobile Hwy, Pensacola, FL 32506
Legal Description: See Exhibit "A," attached hereto.
Improvements: Approx. 1,000 SF retail building
Personal / Other Property: N/A

(all collectively known as the "Property" on the terms and conditions as set forth below. Time is of the essence in this contract. Throughout the contract, any date referenced shall end at 5:00 PM, Central Standard Time. Should a date fall on a weekend or official Holiday, the date shall be 5:00 PM Central Time on the first business day following said date.

- 1. TERMS: a Full Purchase Price: \$ 350,000
b Earnest Money Deposit (see Section 4; due within 48 hours of full execution): \$ 60,000
c Mortgage to be Applied for: \$
d Deferred Payments to Seller: \$
e Cash at Closing (1a less 1b, 1c and 1d, above): \$ 290,000

Cash Sale (No Financing Contingency) [X]
Subject to Third Party Financing (to be procured during the Inspection Period): []

2. TITLE: SELLER has the legal capacity to sell and shall convey marketable title to the Property by: General Warranty Deed free and clear of encumbrances of record or known to SELLER, but subject to property taxes and/or assessments for the year of the closing, covenants, zoning restrictions, prohibitions and any other requirements imposed by governmental authority, deed restrictions and public utility easements of record; and (list any other matters to which title will be subject: none known

provided there exists at closing no violation of the foregoing and none of them prevents PURCHASER'S intended use of the Property for: Any use allowed in C-1 zoning. (Immediate intention is to open a cellular phone retail store)

a. Evidence of Title: Unless otherwise agreed herein, the [] SELLER / [X] PURCHASER shall, at: [X] SELLER'S / [X] PURCHASER'S expense, and by [5] days [] from Effective Date, [5] from date PURCHASER meets or waives all contingencies (End of Inspection Period), deliver to PURCHASER a title insurance commitment by a Florida licensed title insurance and, upon PURCHASER recording the deed, an owner's policy in the amount of the purchase price for Fee Simple Title, subject only to the exceptions stated above.

PURCHASER shall, within 10 days from receipt of the title commitment, deliver written notice to SELLER of title defects. Title shall be deemed acceptable to PURCHASER if (1) PURCHASER fails to deliver proper notice of defects, (2) PURCHASER delivers proper notice and SELLER, at SELLER'S expense, cures the defects within 15 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing shall occur within 10 days from the receipt by PURCHASER of notice of such curing. SELLER may elect not to cure defects if SELLER reasonably believes any defect cannot be cured within the Curative period. If the defects are not cured within the Curative Period, PURCHASER shall have 10 days from the receipt of notice of SELLER'S inability to cure the defects to elect whether to grant (in writing) SELLER more time to cure title, terminate this Contract, or accept title subject to existing defects and close the transaction without reduction in purchase price.

3. CLOSING DATE AND PROCEDURE: This transaction shall be closed in Escambia County, Florida, on or before 45 Days from full execution ("Closing Date"), unless otherwise extended herein.

[] SELLER [X] PURCHASER shall designate the closing agent. PURCHASER and SELLER shall, within 3 days prior to Closing Date, deliver to Designated Closing Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures shall control over any contrary

REC - 27.00
DOC - 2950.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
RST# 2014016430 03/11/2014 at 12:00 PM
OFF REC BK: 7144 PG. 054 - 058 Doc Type: WD
RECORDING: \$27.00 Deed Stamp \$2450.00

PREPARED BY AND RETURN TO:

Circle K Stores Inc.
25 West Cedar Street, Suite K
Pensacola, FL 32502

CONSIDERATION \$ 350,000.00

PROPERTY APPRAISERS PARCEL I.D. NUMBER:

THIS SPECIAL WARRANTY DEED Made the 7th day of March, 2014, between Circle K Stores Inc., a Texas corporation whose mailing address is: 25 West Cedar Street, Suite K, Pensacola, Florida 32502 hereinafter called the Grantor, to New Way Land, LLC whose mailing address is: 8560 N. 56th Ave., Tampa, FL 33617 hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, that said Grantor, for and in consideration of the sum of Three Hundred Fifty Thousand AND 00/100's (\$350,000.00) DOLLARS and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee forever, the following described land located in the County of Escambia, State of Florida; to-wit:

See Exhibit 'A' attached hereto and by this express reference incorporated herein.

AND the grantor hereby covenants with the grantee that the grantor is lawfully seized of the property described herein in fee simple; that grantor has good right and lawful authority to sell and convey said property; that grantor warrants the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under grantor; and that said property is free of all encumbrances except for real property taxes for the year 2013 and subsequent years and valid easements, restrictions and reservations of record, more particularly set forth on the attached Exhibit B, and by this reference made a part of hereto.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in our presence:

Circle K Stores Inc., a Texas corporation

Michelle Anderson
witness signature

Nichelle Anderson
print name

Erin M. Nowling
witness signature

Erin M. Nowling
print name

Brian Bednarz
BY: Brian Bednarz
ITS: Vice President

STATE OF FLORIDA)
COUNTY OF ESCAMBIA) ss:

The foregoing instrument was acknowledged before me this 7th day of March, 2014 by Brian Bednarz, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Erin M. Nowling
Notary Public, State of Florida



Return to Brooke McCranie
Chicago Title Insurance Company
5690 W Cypress St., Ste A
Tampa, FL 33607
File # 4715697

CONTRACT FOR SALE AND PURCHASE – Commercial Improved Property



This Contract for Purchase and Sale is entered into this the 7th day of February, 2014, by and between: Fadi Mubarak and/or Assigns and/or assigns, ("PURCHASER") and Circle K Stores, Inc., ("SELLER").

PURCHASER agrees to buy and SELLER agrees to sell the property described as follows:

Street Address: 4615 Mobile Hwy, Pensacola, FL 32506
Legal Description: See Exhibit "A," attached hereto.
Improvements: Approx. 1,000 SF retail building
Personal / Other Property: N / A

(all collectively known as the "Property" on the terms and conditions as set forth below. Time is of the essence in this contract. Throughout the contract, any date referenced shall end at 5:00 PM, Central Standard Time. Should a date fall on a weekend or official Holiday, the date shall be 5:00 PM Central Time on the first business day following said date.

- 1. TERMS: a Full Purchase Price: \$ 350,000
b Earnest Money Deposit (see Section 4; due within 48 hours of full execution): \$ 60,000
c Mortgage to be Applied for: \$
d Deferred Payments to Seller: \$
e Cash at Closing (1a less 1b, 1c and 1d, above): \$ 290,000

Cash Sale (No Financing Contingency) [X]

Subject to Third Party Financing (to be procured during the Inspection Period): []

2. TITLE: SELLER has the legal capacity to sell and shall convey marketable title to the Property by: General Warranty Deed free and clear of encumbrances of record or known to SELLER, but subject to property taxes and/or assessments for the year of the closing, covenants, zoning restrictions, prohibitions and any other requirements imposed by governmental authority, deed restrictions and public utility easements of record; and (list any other matters to which title will be subject: none known

provided there exists at closing no violation of the foregoing and none of them prevents PURCHASER'S intended use of the Property for: Any use allowed in C-1 zoning. (Immediate intention is to open a cellular phone retail store)

a. Evidence of Title: Unless otherwise agreed herein, the [] SELLER / [X] PURCHASER shall, at: [X] SELLER'S / [X] PURCHASER'S expense, and by [5] days [] from Effective Date, [5] from date PURCHASER meets or waives all contingencies (End of Inspection Period), deliver to PURCHASER a title insurance commitment by a Florida licensed title insurance and, upon PURCHASER recording the deed, an owner's policy in the amount of the purchase price for Fee Simple Title, subject only to the exceptions stated above.

PURCHASER shall, within 10 days from receipt of the title commitment, deliver written notice to SELLER of title defects. Title shall be deemed acceptable to PURCHASER if (1) PURCHASER fails to deliver proper notice of defects, (2) PURCHASER delivers proper notice and SELLER, at SELLER'S expense, cures the defects within 15 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing shall occur within 10 days from the receipt by PURCHASER of notice of such curing. SELLER may elect not to cure defects if SELLER reasonably believes any defect cannot be cured within the Curative period. If the defects are not cured within the Curative Period, PURCHASER shall have 10 days from the receipt of notice of SELLER'S inability to cure the defects to elect whether to grant (in writing) SELLER more time to cure title, terminate this Contract, or accept title subject to existing defects and close the transaction without reduction in purchase price.

3. CLOSING DATE AND PROCEDURE: This transaction shall be closed in Escambia County, Florida, on or before 45 Days from full execution ("Closing Date"), unless otherwise extended herein.

[] SELLER [X] PURCHASER shall designate the closing agent. PURCHASER and SELLER shall, within 3 days prior to Closing Date, deliver to Designated Closing Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures shall control over any contrary

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 142S308001001001

Property Address: 4615 Mobile Hwy, Pensacola, FL 32506

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 21st DAY OF October, YEAR OF 2015.


Signature of Property Owner

Fadi Mubarak
Printed Name of Property Owner

10/21/2015
Date

Signature of Property Owner

Printed Name of Property Owner

Date



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



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

**NEW WAY LAND LLC
PO BOX 290315
TAMPA, FL 33687**

**PENSAORNER LLC
C/O GUY ORNER
2217 DUXBURY CIR
LOS ANGELES, CA 90034**

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.

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



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

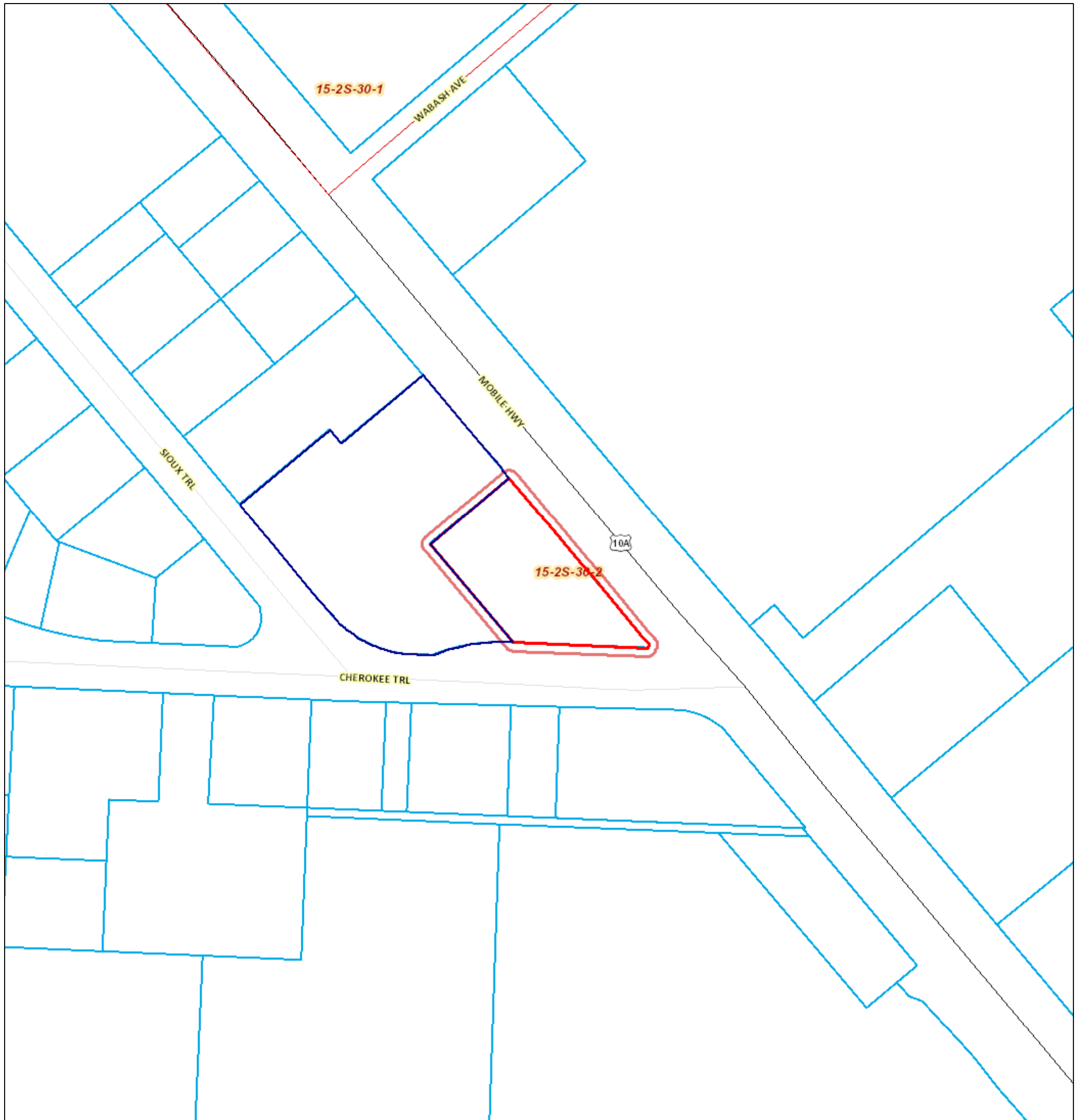


Escambia County
Development Services Department
3363 West Park Place
Pensacola, FL 32505

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.

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.

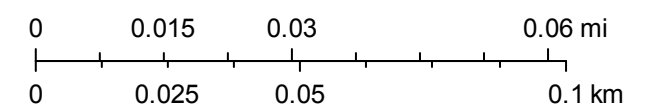
Chris Jones Escambia County Property Appraiser



February 24, 2016

1:1,427

- 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. : **655553**

Date Issued. : 02/16/2016

Cashier ID : CASTILLS

Application No. : PBA160200002

Project Name : V-2016-03

PAYMENT INFO

| Method of Payment | Reference Document | Amount Paid | Comment |
|-------------------|--------------------|-----------------|-----------------------|
| Check | 1068 | \$428.50 | App ID : PBA160200002 |
| | | \$428.50 | Total Check |

Received From : CELL TOUCH ORLANDO INC DBA

Total Receipt Amount : **\$428.50**

Change Due : \$0.00

APPLICATION INFO

| Application # | Invoice # | Invoice Amt | Balance | Job Address |
|---------------|-----------|-------------|---------|-----------------------------------|
| PBA160200002 | 748516 | 428.50 | \$0.00 | 4615 MOBILE HWY, PENSACOLA, 32506 |

Total Amount :

428.50

\$0.00

Balance Due on this/these
Application(s) as of 2/19/2016