

AGENDA
ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING
October 4, 2016–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.
4. Approval of Minutes
5. Acceptance of Rezoning Planning Board Meeting Packet.
6. Quasi-judicial Process Explanation.
7. Public Hearings.
 - a. Case #: Z-2016-07
Applicant: Joe Rector (Dewberry/Preble-Rish), Agent
for Jewell C. Bradfield, Owner
Address: 2793 Highway 297A
Property Size: 26.36 acres (+/-)
From: LDR, Medium Density Residential district (four
du/acre)
To: MDR, Medium Density Residential district (10 du/acre,
regardless of the future land use category)
 - b. Case #: Z-2016-08
Applicant: Todd Stafford, Owner
Address: 5700 Block Saufley Field Road
Property Size: 32 (+/-) acres

From: HC/LI, Heavy Commercial and Light Industrial district
(25 du/acre, lodging unit density is not limited by
zoning)

To: MDR, Medium Density Residential district (10 du/acre,
regardless of the future land use category)

c. Case #: Z-2016-09

Applicant: Wiley C. "Buddy" Page, Agent for Prakash D.
Darji, Owner

Address: 6883 West Highway 98

Property Size: 6.00 (+/-) acre

From: LDMU, Low Density Mixed-use district (seven du/acre
regardless of the future land use category)

To: Com, Commercial district (25 du/acre, lodging unit
density not limited by zoning)

8. Adjournment.

Planning Board-Rezoning

7. a.

Meeting Date: 10/04/2016
CASE : Z-2016-07
APPLICANT: Joe Rector (Dewberry/Preble-Rish), Agent for Jewell C. Bradfield, Owner
ADDRESS: 2793 Highway 297A
PROPERTY REF. NO.: 36-1N-31-1100-000-000
FUTURE LAND USE: MU-S, Mixed-Use Suburban
DISTRICT: 5
OVERLAY DISTRICT: NA
BCC MEETING DATE: 11/03/2016

SUBMISSION DATA:

REQUESTED REZONING:

FROM: LDR, Low Density Residential district (four du/acre)

TO: MDR, Medium Density Residential district (10 du/acre)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions. **FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Suburban (MU-S) Future Land Use (FLU) is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. The range of allowable uses includes: Residential, retail sales & services, professional office, recreational facilities, public and civic.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote

the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, Mixed-Use Urban (MU-U), Commercial (C), and Industrial (I) FLU categories (with the exception of residential development).

CPP FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

FINDINGS

The proposed amendment to MDR is **consistent** with the intent and purpose of FLU category MU-S, as stated in CPP FLU 1.3.1. The MU-S range of uses allows residential, retail sales and services, professional office, recreational facilities, public and civic while promoting the efficient use of existing roads, utilities, and service infrastructure. The Comprehensive Plan allows for higher residential densities in the MU-U and MU-S FLU categories, as stated in CPP FLU 2.1.2.

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

Consistent with The Land Development Code

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

Sec. 3-2.5 Low Density Residential district (LDR).

(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

Sec. 3-2.7 Medium Density Residential district (MDR).

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

- a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.
 - b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.
 - c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.
- See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [reserved]

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code (LDC). The location would promote compact development and not contribute to or promote strip commercial development. However, the proposed rezoning **would result** in an isolated zoning district of MDR surrounded by LDR zoning. The requested MDR zoning district would allow for greater flexibility in clustering the proposed development away from the approximate 8.6 acres of wetlands located onsite.

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

Compatible with surrounding uses

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

permitted uses of the requested zoning.

FINDINGS

The proposed rezoning **is compatible** with surrounding existing uses in the area. All parcels in the 500' radius impact area are zoned Low Density Residential (LDR) consisting of single-family dwellings on lots ranging from 0.66 acres to 6.35 acres.

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

Changed conditions

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

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property. This site was approved in 2001 to rezone from VR-1 to V-1 (Z-2001-26) under the previous LDC, yet the property was never developed.

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

Development patterns

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

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The proposed amendment would allow for single family dwellings that would be compatible with the surrounding area.

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

Effect on natural environment

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

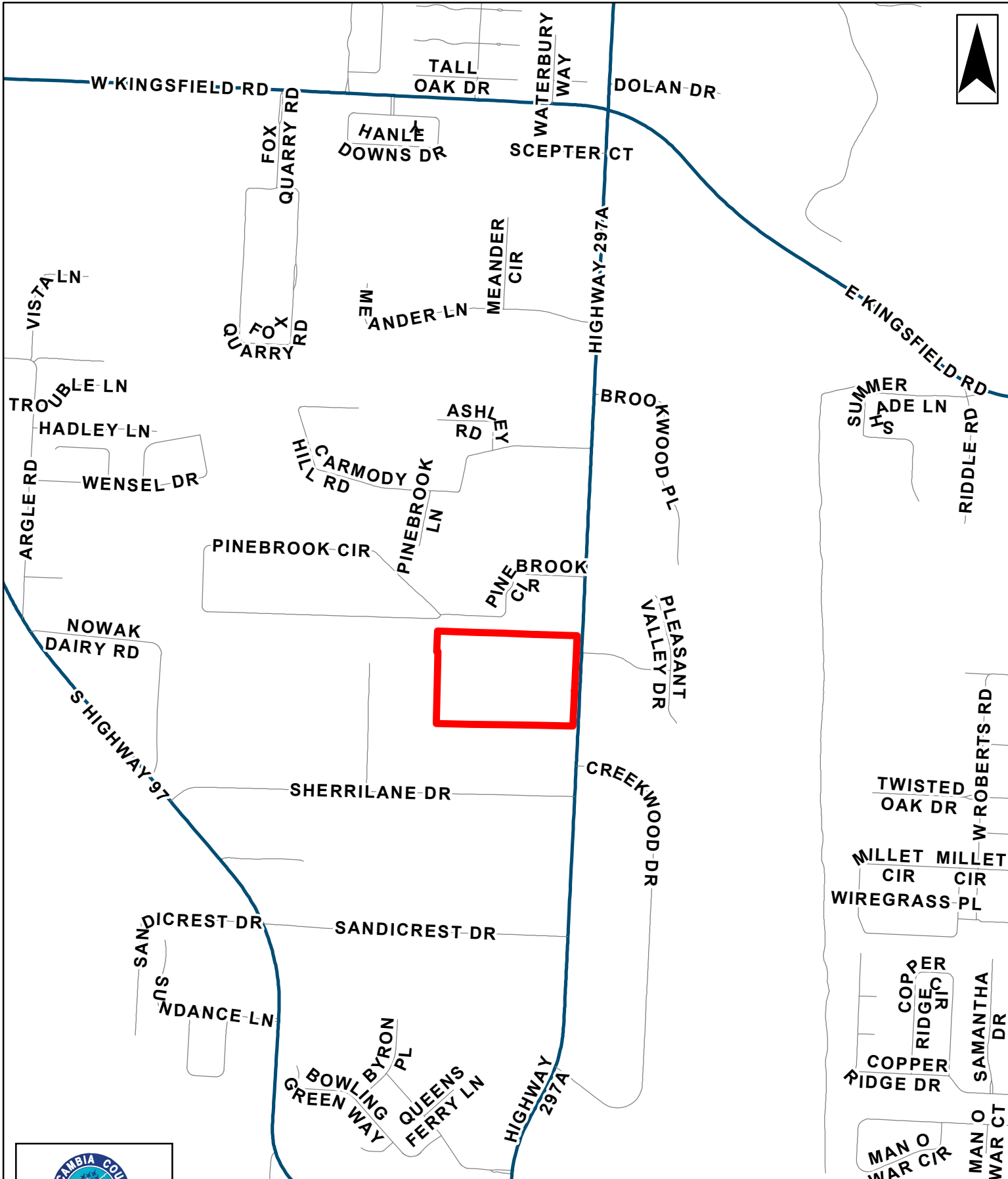
FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were indicated** on the northern portion of the subject property. The proposed rezoning would allow for residential development away from the indicated wetlands. Approximately 8.6 acres of wetlands are located on the site. The applicant states development would not impact the wetlands and placed in conservation. When applicable, further review during the Site Plan Review process.

Attachments

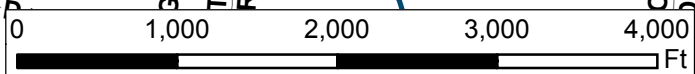

Working Case File Z-2016-07

Z-2016-07



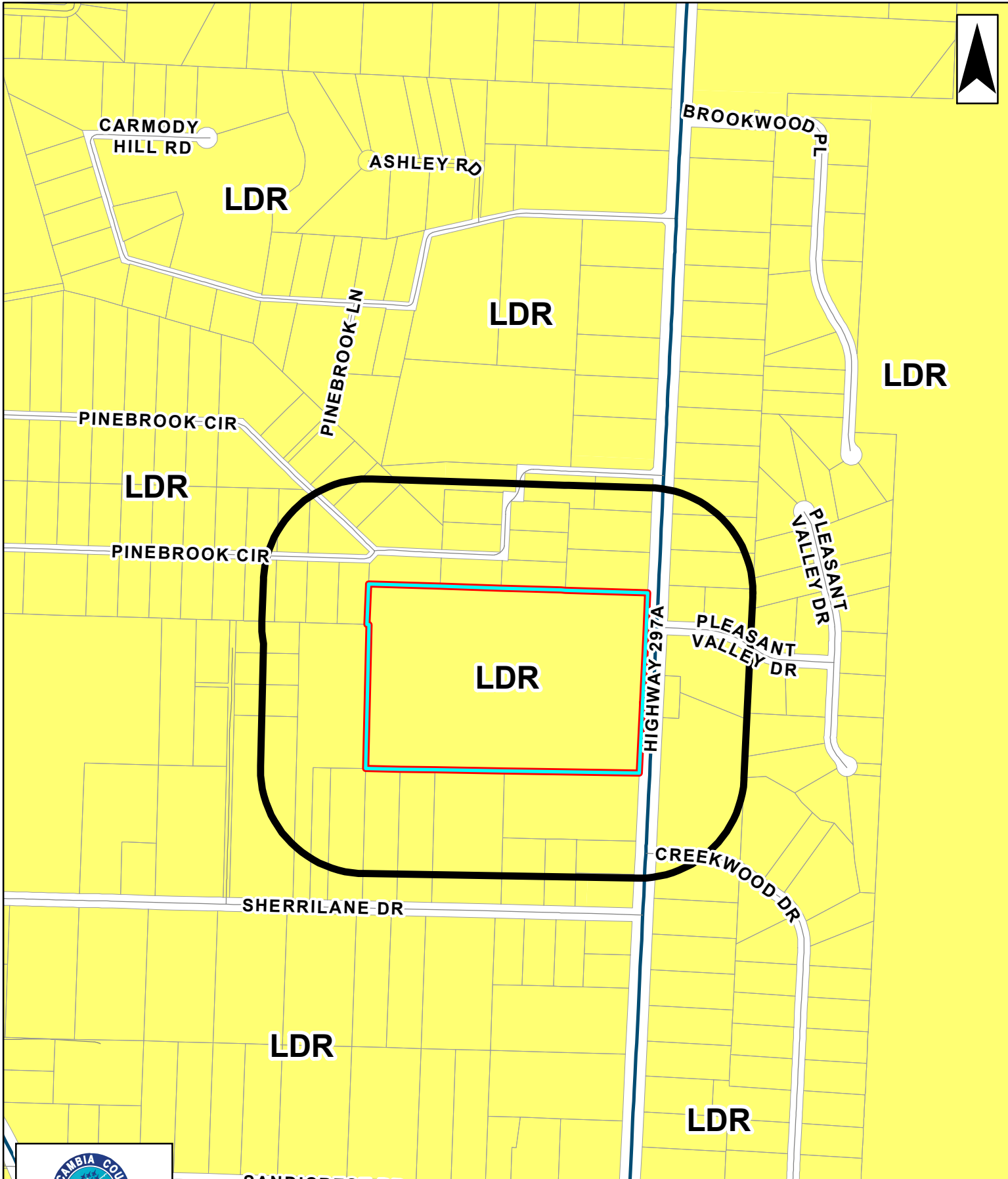
Z-2016-07 LOCATION MAP

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

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

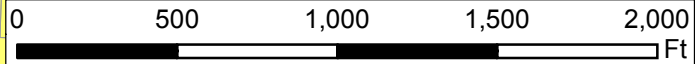
Caleb MacCartee
Planning and Zoning Dept.



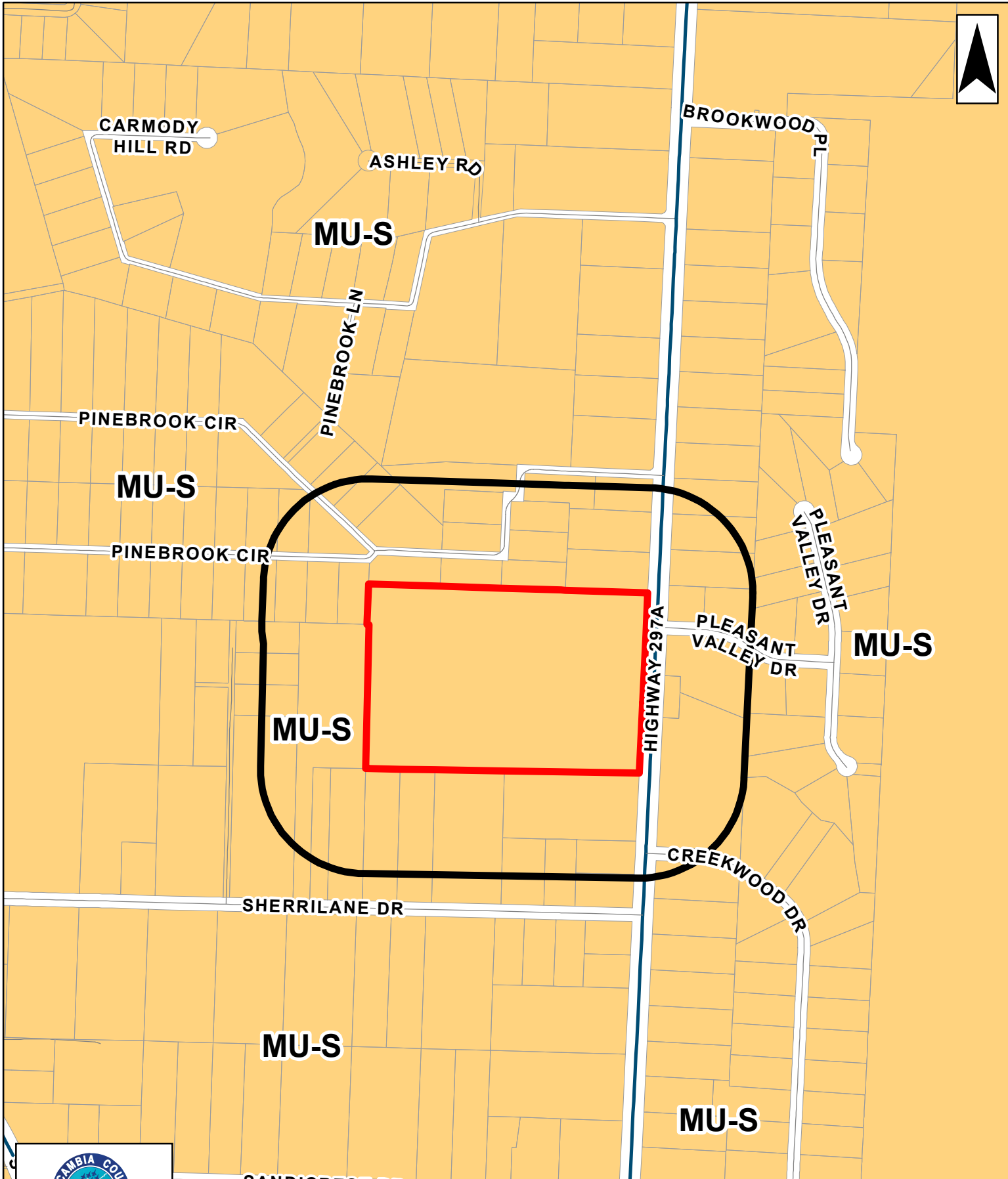
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Caleb MacCartee
Planning and Zoning Dept.






Z-2016-07 500' RADIUS ZONING

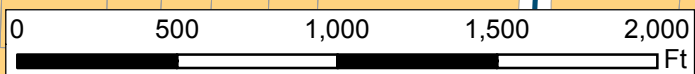



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



Z-2016-07 FUTURE LAND USE


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

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Caleb MacCartee
Planning and Zoning Dept.




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 Caleb MacCartee
 Planning and Zoning Dept.

Z-2016-07
AERIAL/WETLANDS MAP

0 500 1,000 1,500 2,000
 Ft

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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: **Z-2016-07**
CURRENT ZONING: **LDR** PROPOSED ZONING: **MDR**

PLANNING BOARD

DATE: **10/04/16** TIME: **8:30 A.M.**

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: **11/03/16** TIME: **5:45 P.M.**

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 905-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Public Notice Sign



Looking West onto Site across Highway 297a



Looking West onto Site across Highway 297a



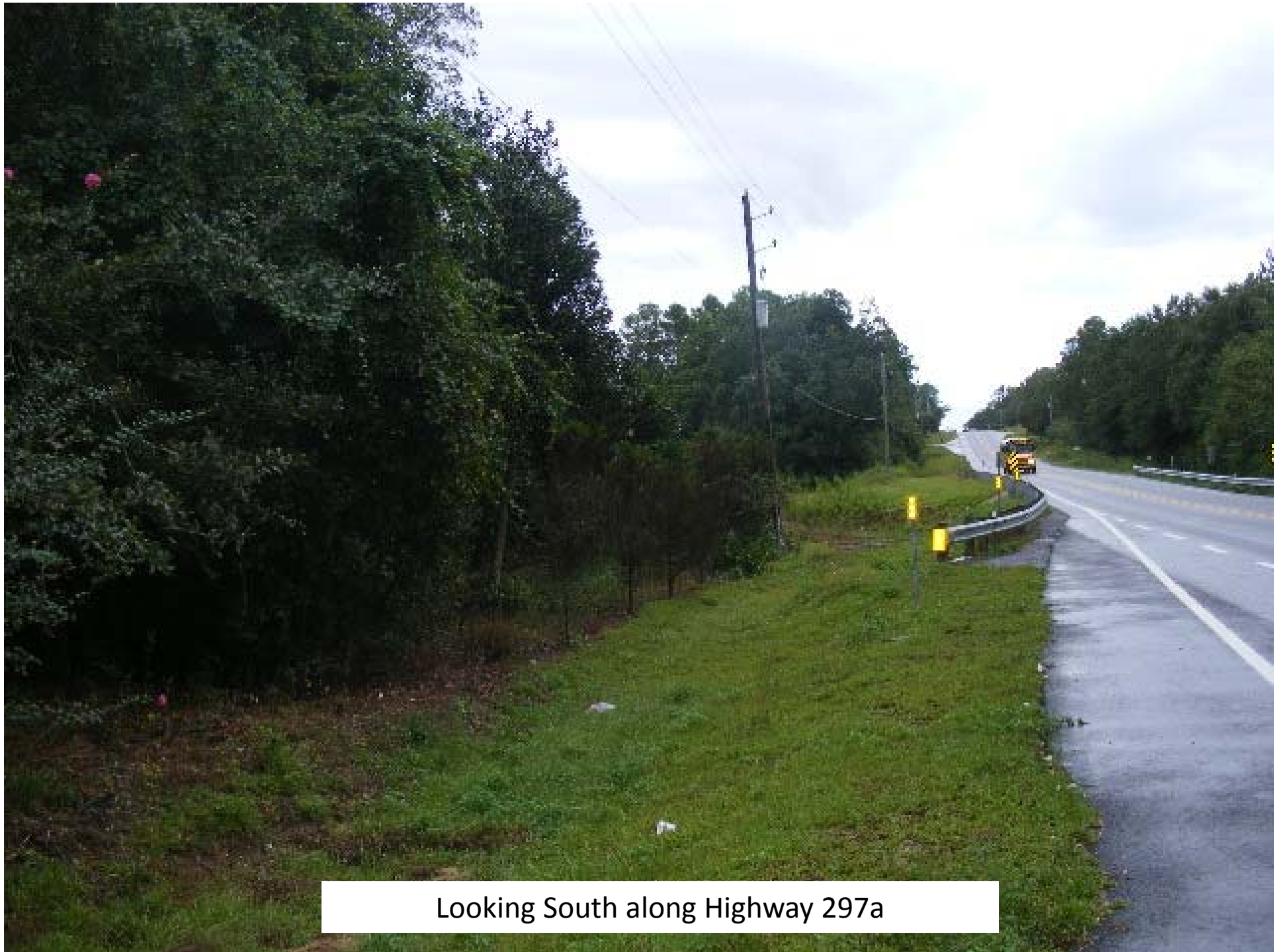
Looking Southwest onto Site along Highway 297a



Looking Southwest onto Site along Highway 297a



Looking South from Site along Highway 297a



Looking South along Highway 297a



Looking East from Site across Highway 297a



Looking Southeast from Site across Highway 297a



Looking North along Highway 297a



Looking Northeast from Site across Highway 297a



Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
<http://myescambia.com/business/ds>

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2016-07 Accepted by: J. Lane PB Meeting: 10/4/16

1. Contact Information:

A. Property Owner/Applicant: Jewell C Bradfield
Mailing Address: 7830 Pine Forest Rd Apt A15, Pensacola, FL 32526
Business Phone: _____ Cell: _____
Email: _____

B. Authorized Agent (if applicable): Dewberry|Preble-Rish - Joe Rector
Mailing Address: 25 W Cedar Street, Suite 110, Pensacola, FL 32502
Business Phone: 850-497-6053 Cell: 850-502-7160
Email: JRector@Dewberry.com

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Existing Street Address: 2793 Highway 297A
Parcel ID (s): 36-1N-31-1100-000-000

B. Total acreage of the subject property: +/- 27 acres

C. Existing Zoning: LDR
Proposed Zoning: MDR
FLU Category: MU-S

D. Is the subject property developed (if yes, explain): Yes. The property currently contains a single family residence

E. Sanitary Sewer: XXXX Septic: _____

3. **Amendment Request**

- A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

The purpose of this rezoning request is to change the zoning for the subject property from LDR to MDR. The MDR zoning would allow for smaller lot sizes compared to the current LDR designation. With the amount of wetlands covering the site, rezoning to MDR is the only feasible way to develop the parcel. Wetlands will not be impacted and placed in conservation.

- B. **Rezoning Approval Conditions – Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)**

1. **Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

Increased density of the proposed MDR zoning is consistent with that allowed by the pending Mixed-Use Suburban FLU, and the permitted uses of the proposed MDR are consistent with the stated intent of MU-S

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

The primary intent of the MDR district (to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and a greater dwelling unit density than the Low Density Residential district) can be appropriately fulfilled at the location proposed. The surrounding streets are within standard rights-of-way and are well connected.

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

The property is surrounded by properties zoned LDR. Like the current LDR, uses allowed by MDR would include manufactured homes, single family & two-family dwellings. Uses, activities, and conditions allowed by MDR would be compatible with the surrounding parcels.

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

The property included in this proposed rezoning is scheduled to be submitted to Escambia County for the development review for a future residential subdivision. With the MDR zoning, much like LDR, such use and density would be allowed.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

Like the current LDR, uses and density allowed by MDR would contribute to a pattern of logical and orderly development.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

The approximately 8.7 acres of jurisdictional wetlands preliminarily identified within the subject property require protection from most uses. The actual presence and extent of adverse impacts from future development on the parcel would be confirmed through review of the development for compliance with applicable LDC regulations; regardless of the zoning.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 36-1N-31-1100-000-000

Property Address: 2793 Highway 297A

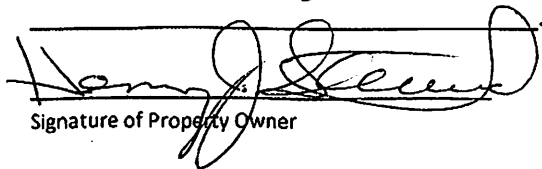
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed 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 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 8th DAY OF August, YEAR OF 2016



Signature of Property Owner

Henry J Steward

Printed Name of Property Owner

8/8/16

Date

Signature of Property Owner

Printed Name of Property Owner

Date

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: <http://myescambia.com/business/ds/planning-board> or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) AND a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

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.

Henry Steward
Signature of Owner/Agent

HENRY Steward
Printed Name Owner/Agent

8/8/16
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 8th day of August 2016, by Henry Steward.

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

Buffy Southern
Signature of Notary

Buffy Southern
Printed Name of Notary



State of Florida
Escambia County

WARRANTY DEED
7531 Apollo Drive, Pensacola, Fla.
32506

547 PAGE 739

Know All Men by These Presents: That ERNEST O. NOWAK and ETHEL NOWAK,
husband and wife

for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and
valuable considerations - - - - - DOLLARS
the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto TONEY E. BRADFIELD
and JEWELL C. BRADFIELD, husband and wife

their heirs, executors, administrators and assigns, forever, the following described real property,
situate, lying and being in the County of Escambia State of Florida
to wit: Commencing at the Northeast corner of Section 36, Township 1 North,
Range 31 West, Escambia County, Florida; thence run West along the North
line of said Section 36, for 42.53 feet to the West right-of-way line of
State Road No. S-297 (100' R/W) and the point of beginning; thence con-
tinue West along the North line of Section 36, for 1316.95 feet; thence
90°-29'-04" left for 685.91 feet; thence 90°-18'-42" left for 1301.58
feet to the West right-of-way line of State Road No. S-297; thence 88°-
22'-19" left and along said right-of-way line for 667.88 feet to the
point of beginning, containing 20.34 acres.

SUBJECT TO: Oil, Gas and Mineral Lease from E. O. Nowak and wife, to
R. E. Anderson, a widower, recorded in Deed Book 373 Page 145 AND
assigned to Shell Oil Company by instrument of record in Deed Book
381 Page 376, Public Records of Escambia County, Florida.
SUBJECT TO: Oil, Gas and Mineral Lease from E. O. Nowak and Ethel Nowak,
husband and wife, to C. L. Beck of record in Official Records Book 530
Page 428, Public Records of Escambia County, Florida.
SUBJECT TO: Restrictions of record.

To have and to hold unto the said grantees, their heirs and assigns, forever
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining free from all exceptions and right of homestead.

And we the grantors that we are well seized of an indefeasible
estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encum-
brance, and that we, our heirs, executors and administrators, the said grantees, their heirs,
executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all
per one lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, We have hereunto set our hand and seal this 1st
day of June A.D. 1971.

Signed, sealed and delivered in the presence of
(x) Ernest O. Nowak (SEAL)
ERNEST O. NOWAK (SEAL)
(x) Ethel Nowak (SEAL)
ETHEL NOWAK (SEAL)

453357
JUN 1 4 56 PM '71
CLERK OF DISTRICT COURT

State of Florida
Escambia County

Before the said Notary personally appeared Ernest O. Nowak
and Ethel Nowak

his wife, known to me, and known to me to be the individual described by said name in and who executed
the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set
forth.

Given under my hand and official seal this 1st day of June 1971

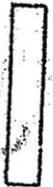
THIS INSTRUMENT WAS PREPARED BY



My commission expires 12/31/72

ESCAMBA
COUNTY
016993
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PB 111 JUN-87 1968
70.20

ESCAMBA
COUNTY
011375
FLORIDA
DEPT. OF REVENUE
AUG-87 1429
DOCUMENTARY SUR TAX
25.85



4.00 REC. FEE
80.40 ST. STP.
84.40 FED. STP. TOTAL

1427 PAGE 632 #8972
WARRANTY DEED

Please Return To:
Hopkins & Hopkins, P.A.
314 S. Baylen Street
Pensacola, Fla. 32501
Phone (904) 438-5677

State of Florida }
Escambia County

2793 Hwy 297-A; Cantonment, Florida
GRANTEES' ADDRESS 32533

Know All Men by These Presents: That
ERNEST O. NOWAK & ETHEL NOWAK, husband & wife

for and in consideration of Ten Dollars and other good and valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto
TONEY BRADFELD & JEWELL BRADFELD, husband & wife

their heirs, executors, administrators and assigns, forever, the following described real property,
situate, lying and being in the County of Escambia
State of Florida to wit:

Commencing at the Southeast corner of Section 29, Township 1 North, Range 31 West, Escambia County, Florida; thence run West along the South line of said Section 29 for 42.21 feet to the West right-of-way line of State Road S-297 and the POINT OF BEGINNING; thence continue along the same line for 1316.95 feet; thence 89°14'24" right for 190.0 feet; thence 90°14'02" right for 925.79 feet; thence 1°19'54" right for 396.0 feet to the said West right-of-way line of State Road S-297; thence 89°51'40" right and along said right-of-way line for 192.93 feet to the POINT OF BEGINNING.

Subject to taxes for 1981 and subsequent years.

To have and to hold, unto the said grantees their heirs and assigns, forever.
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that we our heirs, executors and administrators, the said grantee their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3rd day of April, A.D. 1980

Signed, sealed and delivered in the presence of
[Signature]
[Signature] L. Langewert

Ernest O. Nowak (SEAL)
ERNEST O. NOWAK
Ethel Nowak (SEAL)
ETHEL NOWAK (SEAL)

State of Florida }
Escambia County

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
APR 3 1980
80.40

Before the subscriber personally appeared Ernest O. Nowak
Ethel Nowak and

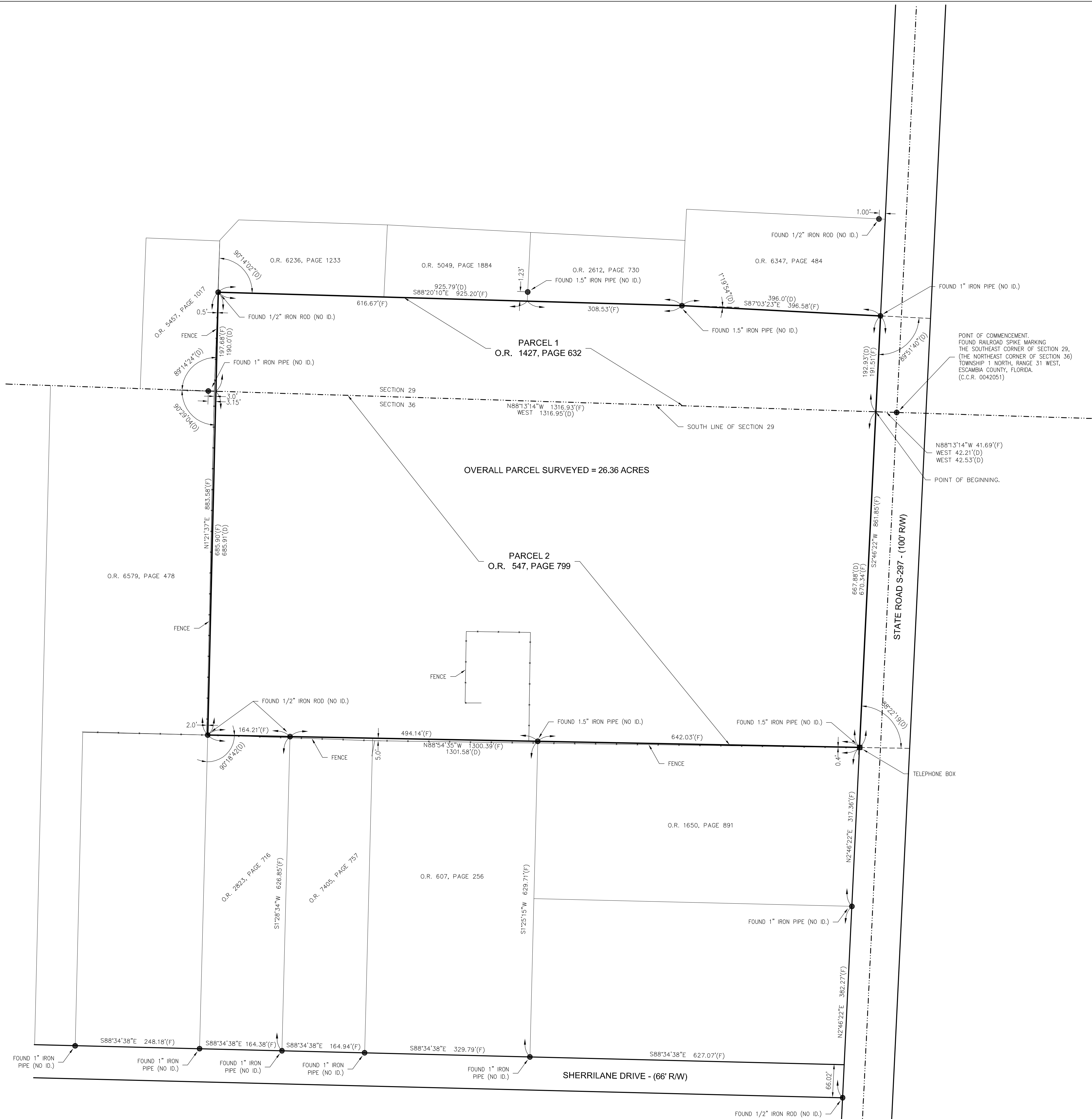
his wife, known to me to be the individual described by said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.
Given under my hand and official seal this 3rd day of March, 1980

[Signature]
Notary Public
My Commission expires

CLERK FILE NO.
011737
FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA. ON
APR 3 4 31 PM '80
JAMES E. HOPKINS, CLERK
JOHN E. HOPKINS, CLERK

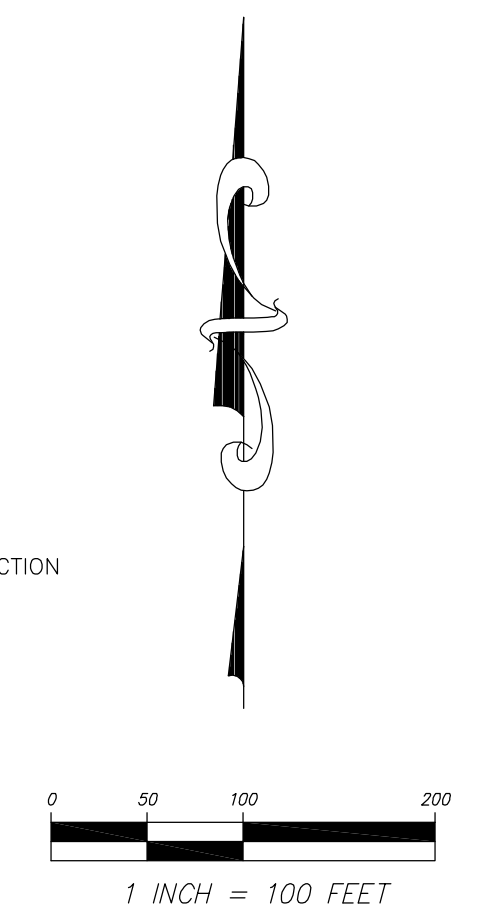
This Instrument Was Prepared By:
JAMES E. HOPKINS, Attorney
Hopkins & Hopkins, P.A.
314 S. Baylen Street, Pensacola, Florida 32501
Ph. 438.5677

Drawing name: M:\50084035 - Lands of Jewell C. Bradford\Survey dwg\50084035-BS.dwg S(1) Aug 19, 2016 7:14am by: franklin



SYMBOLS & ABBREVIATIONS:

- No. = NUMBER
- # = NUMBER
- = DISTANCE NOT TO SCALE
- L.B. = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- O.R. = OFFICIAL RECORDS
- (F) = FIELD MEASUREMENT
- (D) = DESCRIPTION DATA
- R/W = RIGHT OF WAY
- D.N.R. = DEPARTMENT OF NATURAL RESOURCES
- F.D.E.P. = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- F.E.M.A. = FEDERAL EMERGENCY MANAGEMENT AGENCY
- ID. = IDENTIFICATION
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- INC. = INCORPORATED
- DWG = DRAWING
- ☐ = TELEPHONE BOX



DESCRIPTIONS:

PARCEL 1: (OFFICIAL RECORDS BOOK 1427, PAGE 632)
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 42.21 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD S-297 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME LINE FOR 1316.95 FEET; THENCE 89° 14' 24" RIGHT FOR 190.0 FEET; THENCE 90° 14' 02" RIGHT FOR 925.79 FEET; THENCE 1° 19' 54" RIGHT FOR 396.0 FEET TO THE SAID WEST RIGHT-OF-WAY LINE OF STATE ROAD S-297; THENCE 89° 51' 40" RIGHT AND ALONG SAID RIGHT-OF-WAY LINE FOR 192.93 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (OFFICIAL RECORDS BOOK 547, PAGE 799)
 COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR 42.53 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. S-297 (100' R/W) AND THE POINT TO BEGINNING; THENCE CONTINUE WEST ALONG THE NORTH LINE OF SECTION 36, FOR 1316.95 FEET; THENCE 90° 29' 04" LEFT FOR 685.91 FEET; THENCE 90° 18' 42" LEFT FOR 1301.58 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. S-297; THENCE 88° 22' 19" LEFT AND ALONG SAID RIGHT-OF-WAY LINE FOR 667.88 FEET TO THE POINT OF BEGINNING, CONTAINING 20.34 ACRES.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET, ***** ESTABLISHED WITH SPECTRA PRECISION EPOCH 80 GNSS RTK GPS SYSTEM, TOGETHER WITH L-NET, A TOPNET GNSS REAL TIME NETWORK.
2. THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY; THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X, AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR ESCAMBIA COUNTY, FLORIDA; SEE COMMUNITY PANEL NO. 12033C0280G AND 12033C0290G; WHICH BEARS A MAP REVISED DATE OF SEPTEMBER 29, 2006.
4. SOURCE OF INFORMATION: DEEDS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; CERTIFIED CORNER RECORD (0042051) AS OBTAINED FROM WWW.LABINS.ORG; STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION NO. 4863-150; FIELD SURVEY.
5. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY/PREBLE-RISH FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
6. NO UNDERGROUND UTILITIES, UTILITY LINES, FOUNDATIONS, OR OTHER UNDERGROUND STRUCTURES HAVE BEEN LOCATED BY DEWBERRY/PREBLE-RISH, EXCEPT AS SHOWN.
7. NO ATTEMPT HAS BEEN MADE BY DEWBERRY/PREBLE-RISH TO LOCATE OR DETERMINE ENVIRONMENTAL WETLAND LINES, IF ANY EXIST.
8. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
9. INTERIOR IMPROVEMENTS EXISTS, BUT HAVE NOT BEEN LOCATED AT THIS TIME PER CLIENT'S REQUEST.
10. DATE OF FIELD SURVEY: AUGUST 3, 2016

FB/PG	DATE	DRAWN	REVISION	CHK

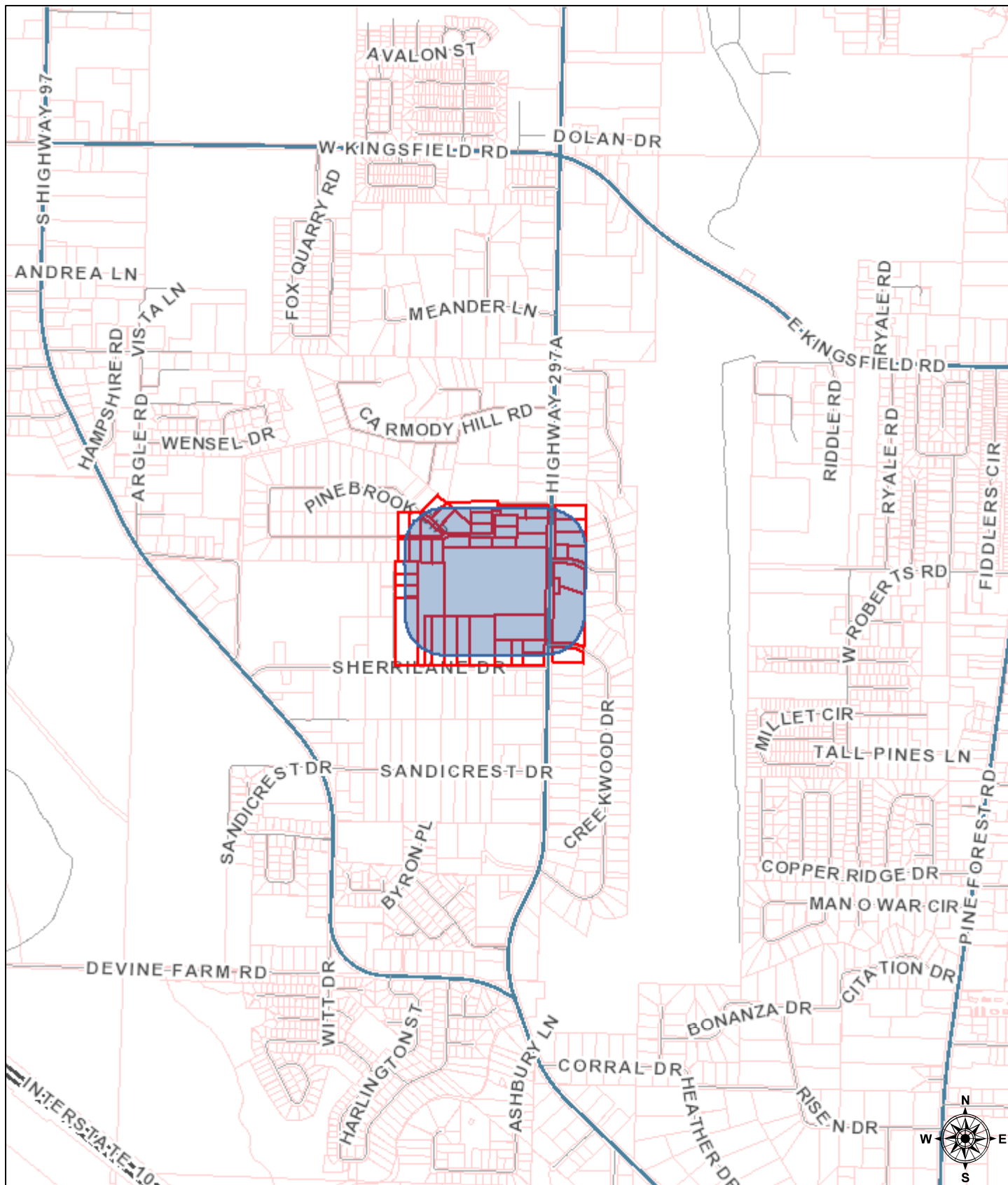
Dewberry PREBLE-RISH
 203 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE: 850.522.0644 FAX: 850.522.1011
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

BOUNDARY SURVEY
 LANDS OF JEWELL C. BRADFORD
 IN SECTIONS 29 & 36,
 TOWNSHIP 1 NORTH, RANGE
 31 WEST, ESCAMBIA, FLORIDA

FB/PG	303/62-67
FIELD DATE	08/03/2016
DRAWING DATE	08/17/2016
BY	AF
APPROVED	FCR
PROJECT NO.	50084035
SCALE	1" = 100'

S1

Mailing List Map



September 12, 2016

polygonLayer

 Override 1

polygonLayer

Override 1

Streets


 PRINCIPAL ARTERIAL

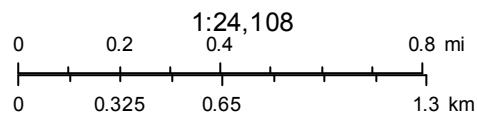
 MINOR ARTERIAL

 COLLECTOR

 LOCAL ROAD

 Parcels

 County Outline



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

FORNWALT GEORGE T &
512 PINEBROOK CIR
CANTONMENT, FL 32533

MCMANUS TINA
500 PINEBROOK CIR
CANTONMENT, FL 32533

HALL JOHN B
802 TALLEY LN
CANTONMENT, FL 32533

JOHNECHECK JESSICA LEE
426 PINEBROOK CIR
CANTONMENT, FL 32533

HALL JOHN B
802 TALLEY LN
CANTONMENT, FL 32533

HALL JOHN B
802 TALLEY LN
CANTONMENT, FL 32533

EALY PHILLIP L & MARIE
421 PINEBROOK CIR
CANTONMENT, FL 32533

CAGLE RICKY G
441 PINE BROOK CIR
CANTONMENT, FL 32533

BRIGHT BARRY D
6016 TOULOUSE ST
GULF BREEZE, FL 32533

LARSON EDWIN B & RITA K
8847 HARPERS GLEN CT
JACKSONVILLE, FL 32256

JARMAN MARCUS W & JACLYN
473 PINEBROOK CIR
CANTONMENT, FL 32533

LINKOUS MAURENE C
493 PINEBROOK CIR
CANTONMENT, FL 32533

WILLIAMS CRAIG D &
506 PINEBROOK CIR
CANTONMENT, FL 32533

MCCLURE MARIAN R &
516 PINEBROOK CIR
CANTONMENT, FL 32533

SUAREZ JERRY
538 PINEBROOK CIR
CANTONMENT, FL 32533

SMITH ALICE M
531 PINEBROOK CIR
CANTONMENT, FL 32533

SMITH RUFUS III & SUSIE A
517 PINEBROOK CIR
CANTONMENT, FL 32533

BARTLETT JACKIE L &
507 PINEBROOK CIR
CANTONMENT, FL 32533

LEE CARROLL W JR & KAY F
499 PINEBROOK CIR
CANTONMENT, FL 32533

FLORA MICHAEL E &
2548 HWY 297A
CANTONMENT, FL 32533

GARVIN DURRICE & REBECCA F
2574 HWY 297-A
CANTONMENT, FL 32533

ANDREWS DONNIE R & RUTHIE S
411 PINEBROOK CIR
CANTONMENT, FL 32533

SALIB FADEL A &
2611 HWY 297 A
CANTONMENT, FL 32533

MOSS JAMES A SR LIFE EST &
2601 HWY 297A
CANTONMENT, FL 32533

BEANE RALPH M & JACQUALINE
2600 HWY 297-A
CANTONMENT, FL 32533

MULLINS DOUGLAS E &
2640 PLEASANT VALLEY DR
CANTONMENT, FL 32533

MORGAN CLARENCE H III & LESA G
2636 PLEASANT VALLEY RD
CANTONMENT, FL 32533

YALCH BRANDON A &
2650 SHERRILANE DR
CANTONMENT, FL 32533

LAROSE ARTHUR J & MASAMI N
2646 SHERRILANE
CANTONMENT, FL 32533

WARRIX SUN M
2642 SHERRILANE DR
CANTONMENT, FL 32533

AHALT SHANE A &
2634 SHERRILANE DR
CANTONMENT, FL 32533

THOMPSON WILLIAM D &
2612 SHERRILANE
CANTONMENT, FL 32533

ROBINSON RILEY R & SUZANNE V
2560 SHERRILANE
CANTONMENT, FL 32533

HINOTE MARIAN R LIFE EST &
2508 SHERRILANE
CANTONMENT, FL 32533

CARTER MERLE G
16603 VILLAGE VIEW TRL
SUGAR LAND, TX 77498

WILLIAMS RALPH G &
2400 SHERRILANE DR
CANTONMENT, FL 325337665

BRADFIELD JEWELL C
7830 PINE FOREST RD APT A15
PENSACOLA, FL 32526

LOGAN HAROLD G & GAYLA M
1079 SEABREEZE LN
GULF BREEZE, FL 32563

GLASS JERRY W &
2334 SHERRILANE DR
CANTONMENT, FL 32533

MILLICAN KEITH
2630 SHERRILANE DR
CANTONMENT, FL 32533

HOOD OLIVER C
2626 SHERRILANE DR
CANTONMENT, FL 32533

TATE JAMES E III & CAROLYN K
2639 PLEASANT VALLEY DR
CANTONMENT, FL 32533

FLORIDA STATE OF ROAD DEPT
PO BOX 607
CHIPLEY, FL 32428

WEBB JERRY T & BETTIE T
2782 CREEKWOOD DR
CANTONMENT, FL 32533

PITTS JAMES B &
2800 HWY 297-A
CANTONMENT, FL 32533

GAINEY DANIEL B &
2815 HWY 297-A
CANTONMENT, FL 32533

GREEN CLINTON A III & SHARON F
2809 HWY 297A
CANTONMENT, FL 325337640

Planning Board-Rezoning

7. b.

Meeting Date: 10/04/2016
CASE : Z-2016-08
APPLICANT: David Fitzpatrick, Agent for Todd Stafford, Owner
ADDRESS: 5700 Blk Saufley Field Rd
PROPERTY REF. NO.: 02-2S-31-3000-002-002
FUTURE LAND USE: I, Industrial
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE:

SUBMISSION DATA:

REQUESTED REZONING:

FROM: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre). Lodging unit density is not limited by zoning.

TO: MDR, Medium Density Residential district. (10 du/acre)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

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

Comp Plan Policy (CPP) FLU 1.3.1 Future Land Use Categories.

The Industrial (I) Future Land Use (FLU) category is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of allowable uses include: Light to Intensive Industrial, Ancillary Retail and Office, No new residential development is allowed.

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

FINDINGS

The proposed amendment to MDR is **not consistent** with the current Industrial (I) Future Land Use (FLU) category as stated in CPP FLU 1.3.1. The current FLU, I, is intended for industrial developments to be compatible to surrounding properties and does not allow for residential uses. The applicant is currently requesting a FLUM amendment from I to MU-S and if the FLUM amendment is approved, the requested zoning of MDR will be compatible with the MU-S designation.

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

Consistent with The Land Development Code

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

Sec. 3-2.7 Medium Density Residential district (MDR)

(a) Purpose. The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

(a) Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.

(b) Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.

(c) Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting. See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the LDC. As per LDC 3-2.7, MDR allows residential uses, no retail sales or services no industrial uses, and would not be in conflict with any portion of the code.

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

Compatible with surrounding uses

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts LDR, MDR, Pub, HC/LI. The proposed amendment would be consistent with the surrounding uses and coexist without producing negative impacts on the neighboring properties. Rezoning the parcel to MDR would allow residential development which would be compatible to the single family homes that exist in the area instead of industrial type businesses which may cause more noise, dust and overall nuisance to the adjoining neighbors. Density and intensity would be decreased in the area through the rezoning from HC/LI to MDR.

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

Changed conditions

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

FINDINGS

The applicant is currently requesting a FLUM Amendment from Industrial to Mixed-Use Suburban. This rezoning is contingent upon the FLUM approval. The area has not changed although the rezoning is a decrease in density and intensity.

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

Development patterns

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

FINDINGS

Rezoning to MDR **would result** in a logical and orderly development pattern. The area to the east and south of the subject parcel are currently single family residential subdivisions.

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

Effect on natural environment

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

FINDINGS

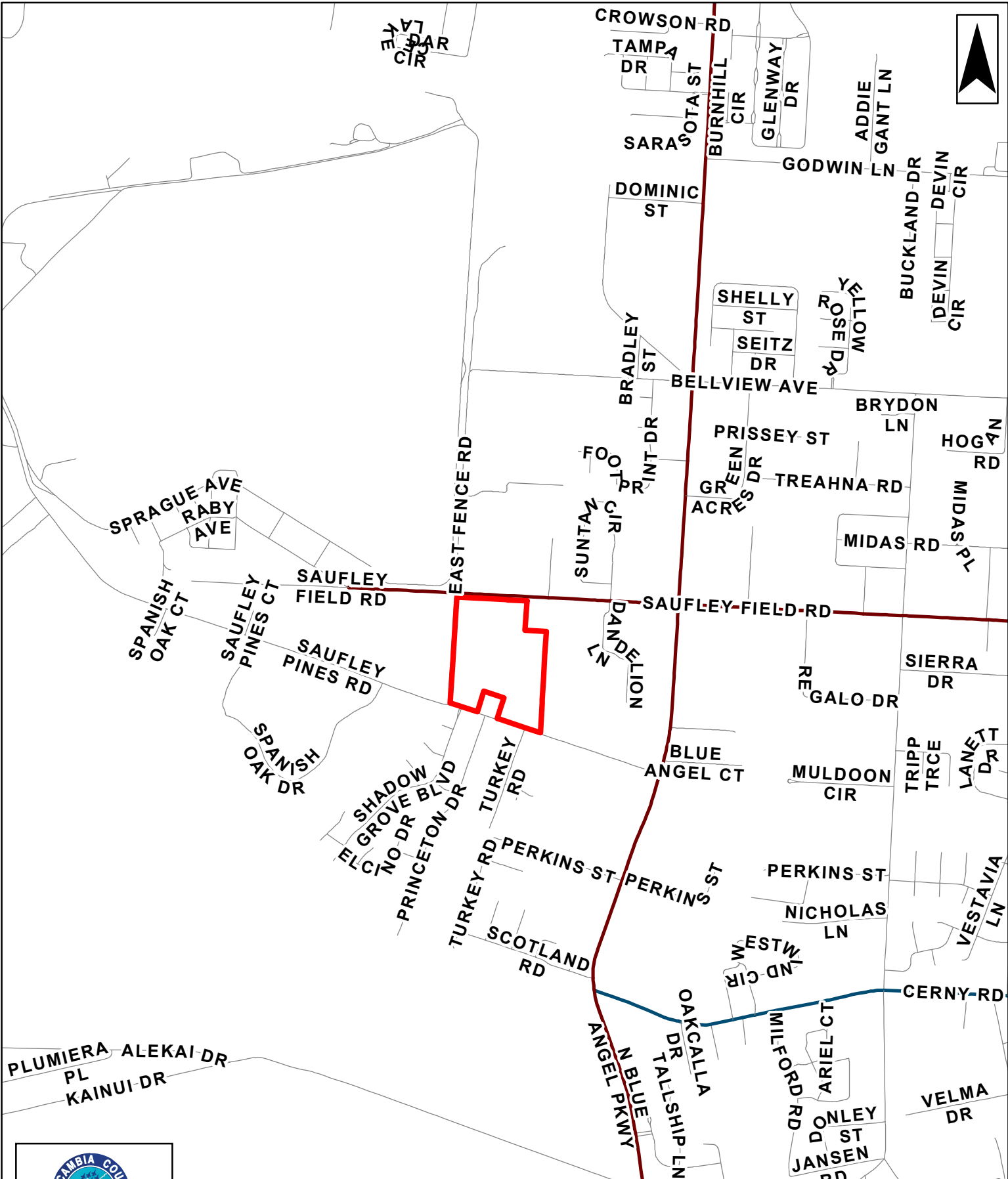
The proposed rezoning **would not** increase the probability of any significant adverse impacts on the natural environment.

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

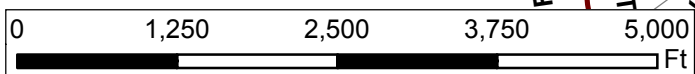
Attachments

Working Case File Z-2016-08


Z-2016-08



Z-2016-08 LOCATION MAP

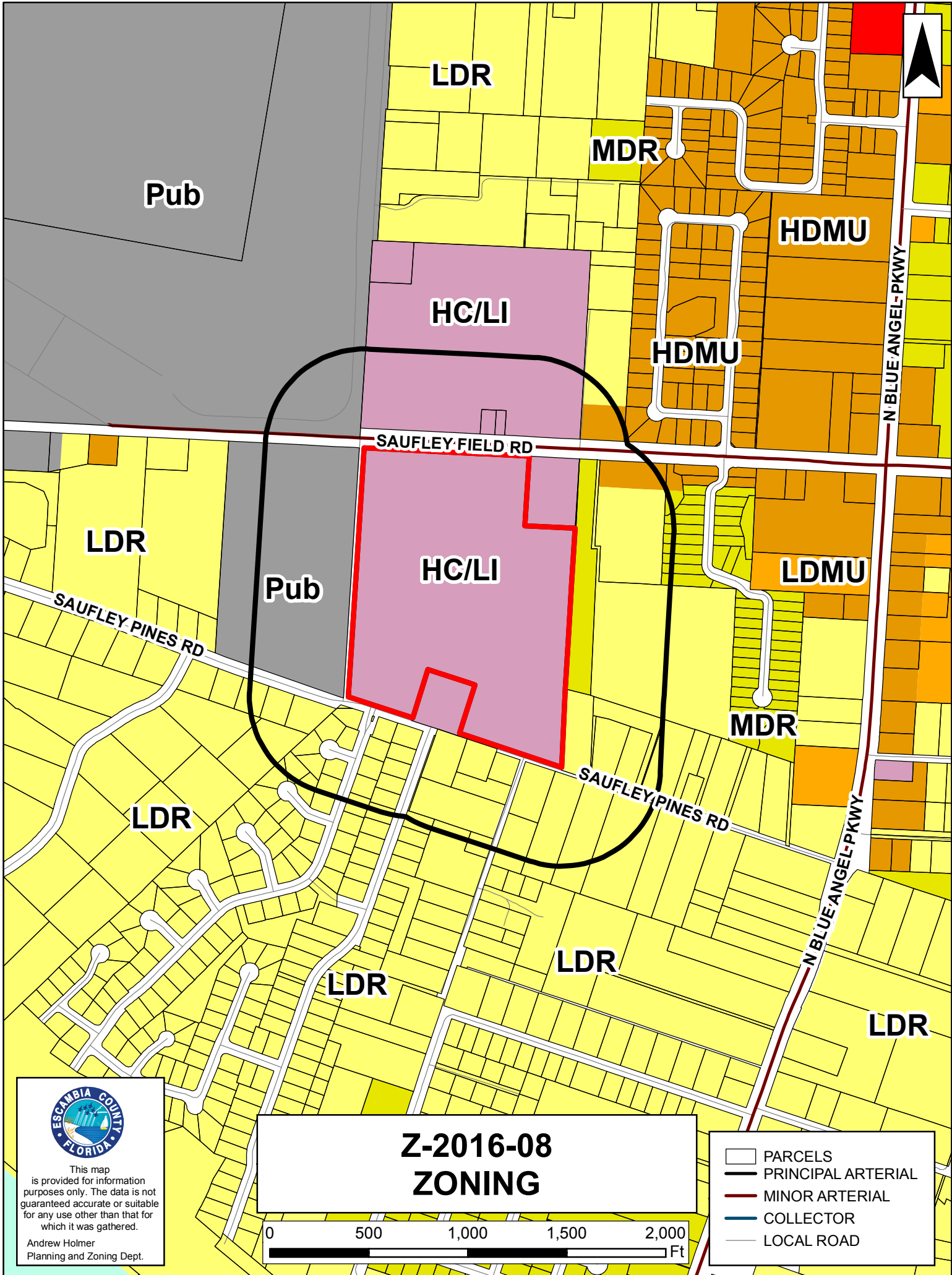


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer
Planning and Zoning Dept.



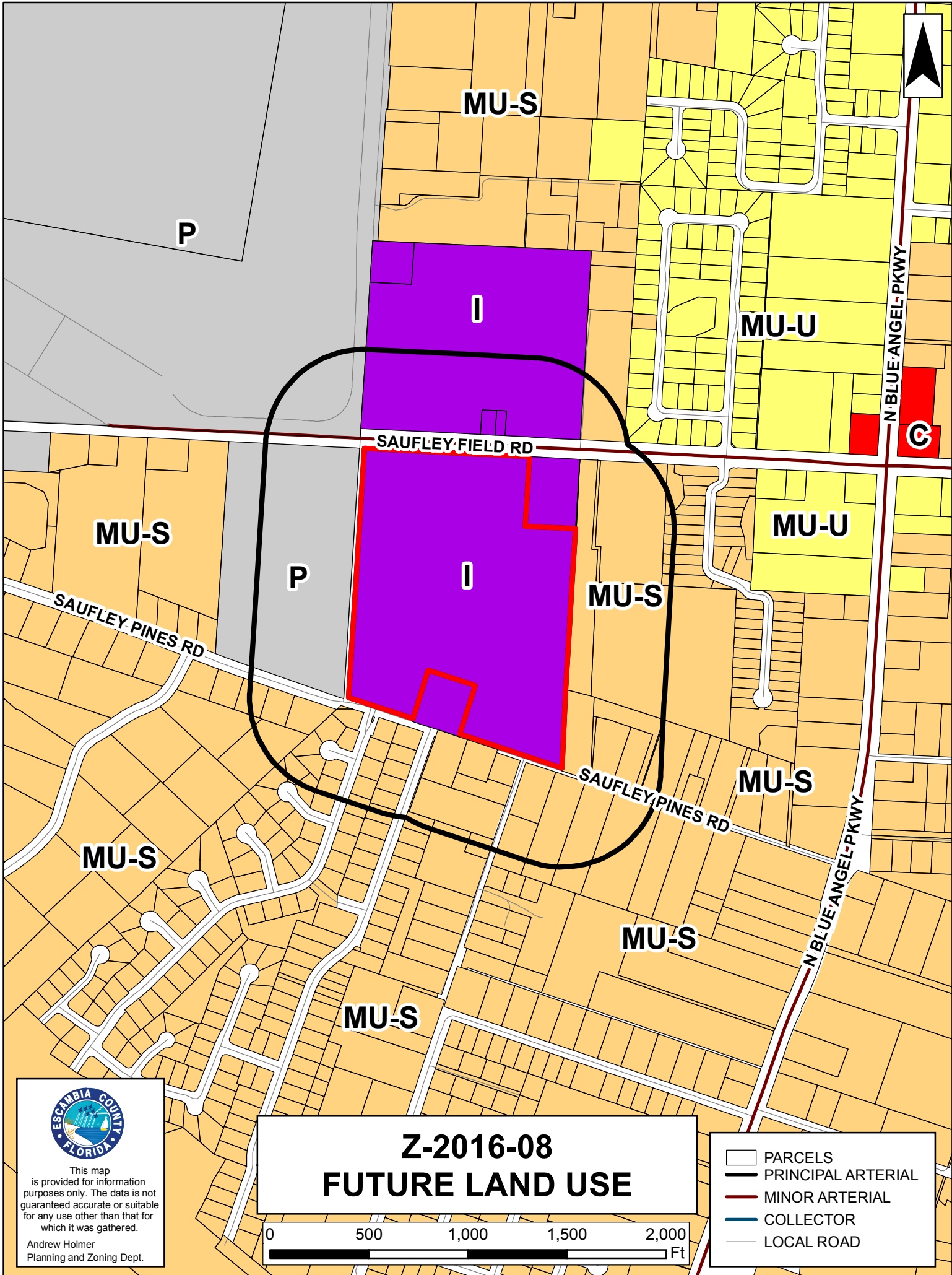
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2016-08 ZONING

0 500 1,000 1,500 2,000 Ft

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



MU-S

P

I

MU-U

G

SAUFLEY FIELD RD

MU-S

P

I

MU-S

MU-U

SAUFLEY PINES RD

SAUFLEY PINES RD

MU-S

MU-S

MU-S

MU-S

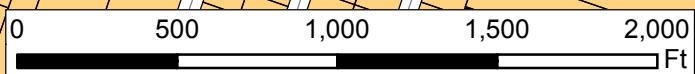
N BLUE ANGEL PKWY



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

Andrew Holmer
Planning and Zoning Dept.

Z-2016-08 FUTURE LAND USE



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



GOV. PRP.

COUNTY PROP.

SF

SF

SAUFLEY FIELD RD

VACANT

GOV PROP.

VACANT

SAUFLEY PINES RD

SF

SF

SF

SF

SF

SF

SF

SF

SF

SF

SAUFLEY PINES RD

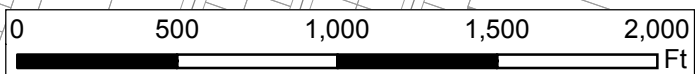
N BLUE ANGEL PKWY



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

Andrew Holmer
Planning and Zoning Dept.

Z-2016-08 EXISTING LAND USE



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



NOTICE OF REQUEST FOR FUTURE LAND USE CHANGE

EXISTING FUTURE LAND USE: 1
PROPOSED FUTURE LAND USE: MU-S
CPA NUMBER: LSA-2016-02

PUBLIC MEETING/HEARING
PLANNING BOARD
DATE: 09/06/16 TIME: 8:30 A.M.
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS
DATE: 10/06/16 TIME: 5:47 P.M.
ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE
1st FLOOR BCC CHAMBERS

FOR MORE INFORMATION CALL:
ESCAMBIA COUNTY DEVELOPMENT SERVICES
910-321-1111

NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2016-08
CURRENT ZONING: HC/LI PROPOSED ZONING: MDR

PLANNING BOARD
DATE: 10/04/16 TIME: 8:30 A.M.
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
390-4477 OR VISIT US AT 390-3475 OR VISIT
WWW.ECSCAMBIA.COM

REMOVE THIS SIGN
DATE: 10/04/16

Public Hearing Sign



Subject Parcel from East Fence Road



Subject property from
Saufley Field Road



Looking north from subject property



Looking east along Saufley Field Rd



Looking west along Saufley Field Rd



Looking northwest across Saufley Field Road from Subject property



Looking south along East Fence Rd from the corner of Saufley Field Road



At the corner of East Fence Rd
and Saufley Pines Rd

PRZ 160800008



Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

Rezoning Application

FOR OFFICE USE ONLY - Case Number: 2-2016-08 Accepted by: J. Cain PB Meeting: 10/4/16

1. Contact Information:

A. Property Owner/Applicant: Todd Stafford
 Mailing Address: 357 Grand Oaks Blvd., Pensacola, Florida, 32533
 Business Phone: 572-3005 Cell: 572-3005
 Email: tstafford@heatonbrothersconstruction.com

B. Authorized Agent (if applicable): _____
 Mailing Address: _____
 Business Phone: _____ Cell: _____
 Email: _____

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Existing Street Address: 5700 Block Saufley Field Road
 Parcel ID (s): 02-2S-31-3000-002-002

B. Total acreage of the subject property: 32 acres

C. Existing Zoning: HCLI
 Proposed Zoning: MDR
 FLU Category: I

D. Is the subject property developed (if yes, explain): overall not developed.
there is an abandoned pit on about 25% of the parcel

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

- A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

The owner wishes to construct a single family subdivision on the parcel.

Current zoning does not allow residential construction. Current zoning is not compatible with the the area. Proposed zoning is adjacent to the subject parcel.

- B. **Rezoning Approval Conditions – Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)**

1. **Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

The requested zoning change is consistant with the comp plan in that it will duplicate neighboring designations and remove the designation HCLI from this residential area. The change will facilitate an infill development where infrastructure is sufficient to meet demands. This change will facilitate the improvement of this existing residential neighborhood and remove the possibility of the development of an intense commercial use on the subject parcel should the existing zoning designation remain.

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

Similar to the above first item. The proposed change will allow better consistency with the LDC than the existing zoning designation. The LDC establishes a means to protect public health, safety and general welfare, private property rights, the natural environment, and economic vitality of the county. The change to MDR from HCLI in this existing residential neighborhood allows for those means to be met.

3. Compatibility. All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions. The subject parcel is a relatively vacant parcel that is neighbored by residential uses. The proposed zoning designation of MDR is a residential category. The subject parcel is bordered on three sides by paved streets. The neighboring parcels that are not roads have residential zoning designations and/ or are residentially used. Therefore this request is compatible with surrounding land uses and zoning designations.

4. Changed conditions. The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning. The area has experienced changed conditions in that the near by Saufley Field Navy Base has eliminated their flight training school and lifted the air traffic protection overlay areas. It is in the public interest to allow this area to now be developed residentially.

5. Development patterns. The proposed rezoning would contribute to or result in a logical and orderly development pattern. The proposed rezoning would contribute to logical and orderly development in that it is infill development with ample public infrastructure in place.

6. Effect on natural environment. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment. Rezoning this parcel will remove the possibility of significant adverse impacts on the natural environment. There is a greater possibility significant adverse impacts on the natural environment with the current zoning.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 02-2S-3000-002-002

Property Address: 5700 Block Saufley Field Road

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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For 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 29th DAY OF August, YEAR OF 2016



Signature of Property Owner

Todd Stafford

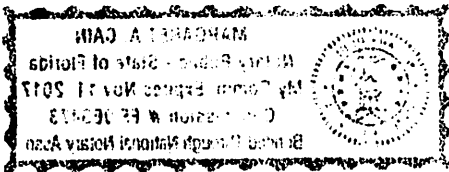
Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date



5. **Submittal Requirements**


- A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.
- B. _____ Application Fees: To view fees visit the website: <http://myescambia.com/business/ds/planning-board> or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

- C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)
- D. N/A Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)
- E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).


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.

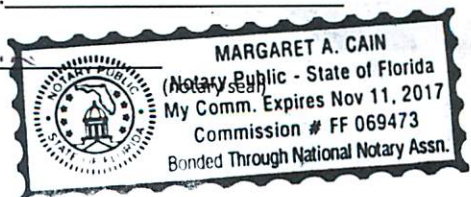
	Todd Stafford	8-29-16
Signature of Owner/Agent	Printed Name Owner/Agent	Date
_____	_____	_____
Signature of Owner	Printed Name of Owner	Date

STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me this 30th day of August, 2016, by Todd Stafford.

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


Signature of Notary

Margaret A. Cain
Printed Name of Notary



MARGARET A. CAIN
 Notary Public - State of Florida
 My Comm. Expires Nov 11, 2013
 Commission # FF 069473
 1122 North National Highway Asst.



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "*Agreement*"), dated as of May 18, 2016 (the "*Effective Date*"), is entered into between **PREFERRED MATERIALS, INC.**, a Georgia corporation, successor in interest to Oldcastle Southern Group, Inc., successor in interest to APAC-Southeast, Inc. ("*Seller*") having an address of c/o Oldcastle, Inc., 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338 and **Stafford Development Group Inc.**, a Florida corporation ("*Buyer*") having an address of 357 Grande Oaks Blvd, Cantonment, Florida 32533.

RECITALS

WHEREAS, Seller is the owner of the land located at 5700 Saufley Field Road, Pensacola, Escambia County, Florida, which is more particularly described in Exhibit A attached to this Agreement and made a part hereof (the "*Land*"), the buildings and improvements, if any, located thereon (the "*Improvements*"; together with the Land hereinafter sometimes collectively referred to as the "*Property*"); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Buyer the Property and Buyer desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

ACCESS AND INSPECTION; EXAMINATION BY BUYER

Section 1.01 **Buyer Access to Property.** Between the date of this Agreement and the Closing, Buyer and Buyer's agents, employees, contractors, representatives and other designees (hereinafter collectively called "*Buyer's Designees*") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property; *provided however*; that

(a) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property (hereinafter called "*Buyer's Activities*") shall not damage the Property in any manner whatsoever;

(b) in the event the Property is damaged in any manner in connection with any Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities; and

(c) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies or testing beyond the scope of a standard "Phase I" evaluation without coordinating the evaluation with Seller.

Section 1.02 **Due Diligence Date**. Buyer shall have until the date that is forty-five (45) days after the Effective Date (herein called the "***Due Diligence Date***"), to perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Buyer. In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer, Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the Due Diligence Date ("***Termination Notice***"). In the event Buyer delivers the Termination Notice to Seller, all rights and obligations of the parties under this Agreement shall terminate (except those indemnity and insurance obligations set forth in this Article), and Buyer's Deposit shall be forthwith returned to Buyer. If Buyer does not deliver, or fails to timely deliver the Termination Notice in accordance with this Section 1.02, Buyer shall have no further right to terminate this Agreement pursuant to this Section 1.02.

Section 1.03 **Liability Insurance**. Prior to any entry by Buyer or any of Buyer's Designees onto the Property, Buyer shall:

(a) if Buyer does not then have such a policy in force, procure a policy of commercial general liability insurance, issued by an insurer reasonably satisfactory to Seller, covering all Buyer's Activities, with a single limit of liability (per occurrence and aggregate) of not less than \$2,000,000.00; and

(b) deliver to Seller a Certificate of Insurance, evidencing that such insurance is in force and effect, and evidencing that Seller has been named as an additional insured thereunder with respect to any Buyer's Activities (such Certificate of Insurance shall be delivered to Seller, at the address for notices set forth below Seller's execution of this Agreement). Such insurance shall be written on an "occurrence" basis, and shall be maintained in force until the earlier of:

(i) the termination of this Agreement and the conclusion of all Buyer's Activities, or;

(ii) Closing.

(c) Such insurance shall waive all rights of subrogation against the Seller, or Seller's officers, directors, employees, representatives and affiliates.

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, including without limitation, all of Seller's right, title and interest in:

(a) all rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road or avenue in front of, or adjoining the Land, to the center line thereof;

(b) all (if any) easements, access easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to the owner of, running with, or in any way related to the Land;

(c) to the extent transferable or assumable, all permits, approvals, variances, authorizations, licenses, registrations and consents issued, granted, given or otherwise made available by or under the authority of any federal, state or local governmental body or under any federal, state or local law, or ordinance, regulation or rule together with all obligations, including but not limited to reclamation and financial security provisions thereunder as may be required (all of which are herein collectively referred to as the "Permits"); and

(d) the fixtures, building equipment and personal property owned by Seller and used in connection with the Improvements or the Land.

Section 2.02 "As-Is", "Where Is" Conveyance.

(a) Subject to this Agreement, Buyer acknowledges that Buyer has made (or will make during the due diligence period) thorough inspections and investigations of the Property and Buyer agrees to take title to the Property "AS-IS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Purchase Price.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Buyer specifically confirms and acknowledges that in entering into this Agreement, Buyer has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or

bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the Property furnished by Seller, any broker, any agent, employee or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

ARTICLE III PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Buyer to Seller for the Property is TWO HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$285,000.00) (the "*Purchase Price*"). The Purchase Price shall be payable as follows:

(a) the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) (the "*Deposit*") is due and payable upon the execution and delivery of this Agreement. The Deposit shall be applicable to the Purchase Price at Closing, but shall be non-refundable to Buyer except in the case of a default by Seller; and

(b) the balance of the Purchase Price is due and payable on the Closing Date, subject to any credits or apportionments as provided for under this Agreement.

Section 3.02 Payments. The Deposit may be paid by Buyer's certified check or official bank check, subject to collection, and it shall be made payable to First American Title Insurance Company, 50 South Main Street, Suite 709, Akron, Ohio 44308, Attention: Michael Schoenewald, as escrow agent ("*Escrow Agent*") or by wire transfer to Escrow Agent. The Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of this Agreement. The balance of the Purchase Price shall be paid, at Seller's election, either by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than one (1) day prior to the Closing Date.

ARTICLE IV CLOSING

Section 4.01 Closing Date. Unless previously terminated pursuant to an express written ability of a party to do so as provided herein, closing of the transaction contemplated by this Agreement (the "*Closing*") shall take place on that date which is thirty (30) days after the Due Diligence Date, or on such later date and time as may be mutually agreed by and among the Buyer and the Seller (the "*Closing Date*") at the offices of Buyer's counsel, McDonald Fleming Moorhead, located at 127 S. Palafox Place, Suite 500, Pensacola, FL 32502, *provided however* that in connection with the preparation of the documentation for Closing, Seller shall be responsible for such preparation, and shall cause Buyer or Buyer's counsel and the closing agent to prepare such documents sufficiently in advance so that all closing documents may be executed by

the authorized representatives of Seller at Seller's offices in advance of Closing, and attendance by the authorized representatives of Seller at Closing will not be necessary.

Section 4.02 Seller's Closing Deliverables. At the Closing, Seller shall deliver or cause to be delivered to Buyer, the items listed in this **Section 4.02**, executed, certified and acknowledged by Seller, as appropriate.

(a) Seller shall deliver to Buyer a special warranty deed, executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement. The Deed shall contain covenants on the part of the Buyer not to use or permit use of the Property for the (i) resale of limestone or granite aggregates, (ii) operation of an asphalt plant or asphalt-related business, (iii) operation of concrete block plant, (iv) operation of concrete batch plant (including both ready-mix plants and central-mix plants) or related business. The delivery of the deed by Seller, and the acceptance by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed pursuant to this Agreement, except those obligations of Seller which are expressly stated in this Agreement to survive the Closing.

(b) Seller shall execute and deliver to Buyer counterparts of any required transfer tax returns, or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities; notwithstanding the foregoing, however, at Seller's option, Seller may elect to allow Buyer a credit against the Purchase Price for the amount of transfer taxes due and payable by Seller and to have Buyer make the timely payment directly to the taxing authorities or provide payment for such amounts through the Escrow Agent or Buyer's Title Insurance Company and Buyer shall provide Seller with proof of payment at the Closing.

(c) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code of 1984, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury.

(d) With respect to Buyer's Title Insurance Company (as hereafter defined), Seller shall deliver: (i) an original affidavit of title to the Title Insurance Company (as hereafter defined) in customary form and reasonably acceptable to Seller, stating, among other things, that there are no unpaid bills or claims (except for bills or expenses to be prorated pursuant to this Agreement as of the date immediately preceding the Closing Date) for labor performed or materials furnished in connection with the Property; and (ii) such evidence as the title company may reasonably require as to the authority of the person, or persons, executing document on behalf of Seller and a certificate of good standing for Seller.

(e) A settlement statement setting forth the distribution of the Purchase Price at the Closing, and the payments of the expenses and prorations of the real property taxes as provided in this Agreement.

(f) Such other documents or instruments as may be reasonably requested by the Buyer (provided that such other documents do not conflict with the terms expressly set forth in this Agreement) to consummate the transaction contemplated by this Agreement.

Section 4.03 Buyer's Closing Deliverables. At the Closing, Buyer shall deliver or cause to be delivered to Seller, the items listed in this **Section 4.03**, executed, certified and acknowledged by Buyer, as appropriate.

(a) Buyer shall pay the balance of the Purchase Price to Seller on the Closing Date.

(b) Buyer shall pay all costs and expenses agreed to be paid by Buyer in **Section 4.04** of this Agreement.

(c) Buyer shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under **Section 4.02** of this Agreement to which Buyer is a party.

(d) Such other documents or instruments as may be reasonably requested by the Seller (provided that such other documents do not conflict with the terms expressly set forth in this Agreement) to consummate the transaction contemplated by this Agreement.

Section 4.04 Costs.

(a) Seller and Buyer shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; *provided, however*, that if any legal action is instituted under this Agreement, if the Seller prevails in such legal action, the Seller shall be entitled to recover from the Buyer reasonable attorneys' fees and costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment and bankruptcy proceedings.

(b) Seller shall pay: (i) all transfer taxes and other taxes for the State of Florida and the County of Escambia payable in connection with the transaction contemplated by this Agreement; (ii) the commission owed to the Broker pursuant to **Article XII** of this Agreement; and (iii) recording fees for mortgage satisfaction or other title clearing documents.

(c) Buyer shall pay:

(i) the costs charged by Buyer's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements and affirmative insurance;

- (ii) the costs related to the Survey and any other survey or survey update;
- (iii) any other fees or costs related to Buyer's due diligence reviews;
- and
- (iv) the recording fees for the recording of the deed.

Section 4.05 **Apportionments**. All matters listed in this Section 4.05 shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise.

(a) All real estate taxes based on the fiscal year for which they are assessed and assessments. If the Property shall be, or have been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts will be paid or apportioned, as the case may be in the following manner:

(i) any such assessments or installments, or portion thereof, payable on or after the Closing Date shall be the responsibility of Buyer; and

(ii) any such assessments or installments, or portion thereof, payable prior to the Closing Date shall be the responsibility of Seller.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing.

ARTICLE V TITLE MATTERS AND VIOLATIONS

Section 5.01 **Acceptable Title**. Seller shall convey and Buyer shall accept fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject to:

(a) the Permitted Exceptions (as hereafter defined); and

(b) such other matters as any Title Insurance Company (as hereafter defined) shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 5.02 **Permitted Exceptions**. For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to conduct business in the state of Florida (the "***Title Insurance Company***"), under its standard form of ALTA owner's policy of title insurance, 2006 Form, at its standard rates. The Property is to be conveyed subject only to the following matters (collectively, the "***Permitted Exceptions***"):

(a) any and all laws, statutes, ordinances, codes, rules, regulations, requirements or executive mandates, as the same may be amended subsequent to the date of this Agreement, affecting the Property;

(b) encroachments, if any, on any street or highway;

(c) such matters as would be disclosed by a current and accurate survey prepared by a surveyor licensed in the state of Florida to conduct surveys (the "**Survey**") or inspection of the Property, which Survey Buyer has approved or is deemed to have approved, whether or not Buyer actually conducts any inspection or Survey of the Property; and

(d) real estate taxes, assessments and water and sewer charges, that are not due and payable prior to the Closing Date, subject to any apportionments as provided for in this Agreement.

Section 5.03 Objections to Title.

(a) Buyer shall order, at its sole cost and expense, within ten (10) days following the date of execution and delivery of this Agreement a commitment for title insurance from a Title Insurance Company, together with true, legible (to the extent available) and complete copies of all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Buyer and Seller concurrently.

(b) Buyer shall deliver to Seller any objections to the exceptions to title set forth in the Title Commitment and/or the Survey, other than the Permitted Exceptions (collectively, "**Buyer's Objections**"), by no later ten (10) days after the receipt of the Title Commitment.

(c) Seller shall thereafter have a period of ten (10) days during which time Seller shall have the right, but not the obligation, to cure Buyer's Objections. Seller shall not be required to take any action, to institute any proceeding or to incur any expense in order to remedy Buyer's Objections. If Seller shall elect not to take any action, institute any proceeding or incur any expense to remedy Buyer's Objections, Seller shall be deemed unable to convey the Property in accordance with the terms of this Agreement. Seller shall, by no later than ten (10) days after Seller's receipt of Buyer's Objections, send a response notice to Buyer and Buyer shall thereafter, by no later than ten (10) days after Buyer's receipt of Seller's response notice elect to either: (A) accept such title to the Property, in accordance with **Section 5.04** of this Agreement; or (B) terminate this Agreement in accordance with **Section 9.01(b)**.

Section 5.04 Seller's Inability to Convey. In the event Seller is unable to convey title to the Property in accordance with this Agreement, then notwithstanding Buyer's remedies in **Section 9.01(b)** of this Agreement, Buyer shall also have the right to accept such title to the Property as Seller can convey, in which event Seller shall make

the deliveries provided for in this Agreement to Buyer at the Closing, to the extent Seller is able to do so, and there shall be no reduction or credit against the Purchase Price, except as otherwise provided for in this Agreement.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES; CERTAIN DISCLAIMERS**

Section 6.01 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer the following:

(a) The Seller has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and related instruments to which it is a party. This Agreement and all other agreements to be executed in connection herewith or therewith (a) have been duly authorized, executed, and delivered by the Seller and (b) are valid, binding, and enforceable against the Seller.

(b) The Seller is a corporation duly formed, validly existing, and in good standing under the laws of the State of Georgia.

(c) The execution, delivery, and performance of this Agreement and the related instruments and the consummation of the transaction contemplated hereby do not (i) violate any provision of the Seller's bylaws or other document governing the Seller's existence; or (ii) conflict with any order, arbitration award, judgment, or decree to which such Seller is a party.

(d) Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code or any related regulations, as amended.

(e) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated hereby based upon arrangements made by or on behalf of Seller, except as disclosed in Section XII of the Agreement.

(f) To Seller's knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement.

(g) To Seller's knowledge, there are no rights of parties in possession not shown by the public records. Seller shall execute an affidavit at Closing sufficient to allow the deletion of the parties in possession exception from the Title Commitment.

Section 6.02 **Disclaimer of All of Representations and Warranties of Seller.** SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE

WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER, BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF) AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMED MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY. SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS SECTION 6.02 BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY

ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION 6.02 SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT.

Section 6.03 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) The Buyer has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and related instruments to which it is a party. This Agreement and all other agreements to be executed in connection herewith or therewith (a) have been duly authorized, executed, and delivered by the Seller and (b) are valid, binding, and enforceable against the Seller.

(b) The Buyer is a corporation duly formed, validly existing, and in good standing under the laws of the State of Florida.

(c) The execution, delivery, and performance of this Agreement and the related instruments and the consummation of the transaction contemplated hereby do not (a) violate any provision of the Buyer's bylaws or other document governing the Buyer's existence or (b) conflict with any order, arbitration award, judgment, or decree to which such Buyer is a party.

(d) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated hereby based upon arrangements made by or on behalf of Buyer, except as disclosed in Section XII of the Agreement.

(e) Buyer has sufficient cash on hand or other sources to enable it to make payment of the Purchase Price and consummate the closing on the Closing Date.

(f) There are no actions, suits, claims, investigations or other legal proceedings pending or threatened against or by Buyer or any affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the consummation of the contemplated transaction.

(g) Buyer has conducted its own independent investigation, review and analysis of the Property, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transaction contemplated hereby,

Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Section 5 of this Agreement; and (b) neither Seller nor any other person has made any representation or warranty as to Seller or the Property, except as expressly set forth in Section 5 of this Agreement.

ARTICLE VII RISK OF LOSS

Section 7.01 **Risk of Loss**. If any portion of the Improvements are damaged or destroyed by casualty prior to Closing Date, and the cost of repair of such damage or destruction is reasonably estimated to exceed \$5,000.00, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date ten (10) days after the date upon which Seller gives Buyer written notice of such casualty, in which event the Deposit shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall terminate, and this Agreement shall become null and void. In the event of lesser damage or destruction prior to the Closing Date, Buyer shall have no right to terminate this Agreement by reason of such damage or destruction, nor shall it be entitled to any reduction in the Purchase Price. Buyer shall not be deemed a third party beneficiary or otherwise entitled to any insurance proceeds that Seller might obtain from its insurer, if any, as a result of casualty.

ARTICLE VIII NOTICES

Section 8.01 **Notices**.

(a) Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by electronic mail or facsimile transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

If to Seller: Preferred Materials, Inc.
c/o Midsouth Paving, Inc.
500 Riverhills Business Park, Suite 590
Birmingham, Alabama 35242
Attention: D. Lamar Forsyth
Lamar.Forsyth@midsouthpaving.com

With a Copy to: Oldcastle Law Group
900 Ashwood Parkway, Suite 600
Atlanta, Georgia 30338
Attention: General Counsel
Fax: 770-392-5305

If to Buyer: Stafford Development Group, Inc.
357 Grande Oaks Blvd
Cantonment, Florida 32533
Attention: Todd Stafford
Fax: 850-453-9293

With a Copy to: McDonald Fleming Moorhead
127 S. Palafox Place, Suite 500
Pensacola, Florida 32502
Attention: Stephen R. Moorhead
Fax: 850-477-0982

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

ARTICLE IX REMEDIES

Section 9.01 Remedies

(a) If Buyer shall default in the observance or performance of any of the terms of this Agreement, the parties stipulate and agree that actual damages may be difficult, if not impossible, to compute and the Deposit plus any accrued interest thereon, if any, shall be paid to and retained by Seller as liquidated damages as its sole and exclusive remedy and not as a penalty.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, the Buyer's remedy shall be limited to specific performance.

(c) Buyer and Seller waive all their rights to damages in excess of the liquidated damages referenced in **Section 9.01(a)** of this Agreement.

(d) Provided the release of the Deposit is in accordance with the termination of the Agreement, upon the release of the Deposit, and any interest accrued thereon, to either Buyer or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE X ESCROW

Section 10.01 Buyer's Delivery of the Deposit in Escrow.

(a) Simultaneously with the execution and delivery of this Agreement, Buyer shall deliver the Deposit to Escrow Agent. The Deposit shall be held in escrow and disposed of by Escrow Agent only in accordance with the provisions of this Article.

(b) The Deposit shall be held and released by Escrow Agent in accordance with the terms of this Agreement. The Deposit shall be applied to the Purchase Price at Closing (as hereinafter defined), and shall otherwise be held, refunded or disbursed in accordance with the terms of this Agreement. The Deposit shall be deposited into an account with the Escrow Agent during the pendency of this Agreement. All interest and other income from time to time earned on the Deposit shall be deemed a part of the Deposit for all purposes of this Agreement.

Section 10.02 Escrow Agent's Delivery of the Deposit.

(a) Escrow Agent shall deliver the Deposit to Seller on the Closing Date, if the Closing occurs. In no event shall any interest earned on the Deposit be applied as a credit against the Purchase Price.

(b) If, prior to the Closing, either Seller or Buyer delivers a notice to Escrow Agent with a demand for Escrow Agent's delivery of the Deposit, Escrow Agent shall promptly give notice to the other party of such demand. If a notice of objection to the proposed payment is not received from the other party within twenty-one (21) days after the receipt of notice from Escrow Agent, Escrow Agent is hereby authorized to deliver the Deposit to the party who made the demand for the Deposit. If Escrow Agent receives a notice of objection within said time period, then Escrow Agent shall continue to hold the Deposit and thereafter pay it to the party entitled to the Deposit when Escrow Agent receives: (i) a notice from the objecting party withdrawing the objection; (ii) a notice signed by both parties directing disposition of the Deposit; or (iii) a final non-appealable notice of a court of competent jurisdiction, entered in connection with a proceeding in which Seller, Buyer and the Escrow Agent are named as parties, directing the disbursement of the Deposit.

Section 10.03 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Buyer agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document.

(c) Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful default.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the state of Florida; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent is permitted to charge a fee for services provided in connection herewith, which will be split evenly between Buyer and Seller at Closing.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller, and 50% by Buyer, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Buyer is the losing party.

Section 10.04 Indemnification of Escrow Agent. Seller and Buyer hereby agree to, jointly and severally, indemnify, defend and hold harmless Escrow Agent from and

against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 10.05 **Survival**. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI CONFIDENTIALITY

Section 11.01 **Confidential Information**. Buyer shall not knowingly or intentionally disclose in a formal public manner the existence of this Agreement or the Confidential Information and no publicity or press release to the general public with respect to this transaction or the Confidential Information shall be made by Buyer without the prior written consent of Seller. Buyer agrees that, except as otherwise provided by applicable laws and regulations, or in connection with the evaluation or financing of the Property, Buyer (including Buyer's officers, directors, employees, representatives, brokers, attorneys and advisers) shall keep the contents of this Agreement and any information related to the Property and the transaction contemplated by this Agreement confidential, whether or not marked as "confidential" (collectively, the "***Confidential Information***"). The Confidential Information shall not include any information publicly known, or which becomes publicly known, other than through the acts of Buyer, or any of Buyer's officers, directors, employees, representatives, brokers, attorneys or advisers.

Section 11.02 **Return or Destruction of Confidential Information**. As of the Closing Date or in the event of a termination of this Agreement, if applicable, all Confidential Information in accordance with the written request of Seller shall be either promptly: (a) returned to Seller; or (b) destroyed by Buyer. Notwithstanding the foregoing, however, in the event the Closing occurs Buyer may retain possession of all or any part of the Confidential Information if such Confidential Information relates solely to the Property and the operations thereon.

Section 11.03 **Survival**. The provisions of this Article shall survive the Closing Date or termination of this Agreement.

ARTICLE XII BROKERS

Section 12.01 **Brokers**. Buyer and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in

bringing about, this transaction. Seller and Buyer shall each indemnify, defend and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees or other compensation in connection with this transaction if such claim is based in whole or in part by, though or on account of, any acts of the indemnifying party or its agents, employees or representatives and from all losses, liabilities, costs and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs and interest.

Section 12.02 **Survival**. The provisions of this Article shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XIII SELLER'S TAX DEFERRED EXCHANGE

Section 13.01 **Exchange**. Seller may convey the Property or any portion thereof or interest therein as part of one or more Internal Revenue Code Section 1031 Tax Deferred Exchanges for its benefit. In such event, Seller may be assigning all or some contract rights and obligations hereunder to a qualified intermediary, as a part of, and in furtherance of, such tax deferred exchange. Buyer agrees to assist and cooperate in any such exchange, and Buyer further agrees to execute any and all documents as are reasonably necessary in connection with any such exchange. Buyer shall not be obligated to incur any cost or expense in connection with any such exchange, other than that which Buyer elects to incur to have its counsel review the documents and instruments incident thereto. As part of any such exchange, Seller shall convey the Property described herein directly to Buyer and Buyer shall not be obligated to acquire or convey any other property as part of any such exchange.

ARTICLE XIV MISCELLANEOUS

Section 14.01 **Applicable Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. Venue of any proceeding filed hereunder shall be filed in the Circuit Court sitting in Escambia County, Florida.

Section 14.02 **Entire Agreement**. This Agreement sets for the complete understanding and agreement of the parties with respect to the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Buyer and Seller agree that they will not rely on any representations or agreements other than those contained in this Agreement.

Section 14.03 **No Survival**. Except as otherwise provided in this Agreement, no representations, warranties, covenants or other obligations of the parties set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 14.04 **Limitation of Liability**.

(a) **Disclaimer of Consequential Damages**. IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT TO THE BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Cap on all other Damages**. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE TO BE PAID TO THE SELLER PURSUANT TO THIS AGREEMENT.

Section 14.05 **Modifications and Amendments**. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Buyer.

Section 14.06 **No Recording**. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Buyer shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 14.07 **Binding Effect; Assignment**. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. No other person or entity shall acquire or have any right under, or by virtue of, this Agreement. Buyer shall not assign or transfer any right or delegate any obligation hereunder without the prior written consent of Seller, in its sole discretion. Notwithstanding anything herein to the contrary, Buyer may assign or transfer its rights hereunder to an affiliate of Buyer. Seller may assign or transfer its rights hereunder to any affiliate. Any purported assignment or transfer in violation of this section shall be null and void.

Section 14.08 **Severability**. Any provision of this Agreement that is found by an arbitrator or other adjudicator of competent jurisdiction to be invalid, void, or otherwise unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. To the extent that any such provision is so found to be invalid, void, or otherwise unenforceable as written, the parties authorize the adjudicator to revise it retroactive to the effective date so that it is enforceable to the greatest extent allowed by applicable law. In the event that the adjudicator declines to exercise such authority, the parties agree to make such revision.

Section 14.09 **Further Assurances**. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.10 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14.11 **Headings**. The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

Section 14.12 **Waiver**. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Section 14.13 **Time of Essence; Calculation of Dates**. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be

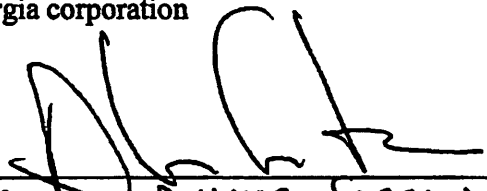
extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first written above.


SELLER:

PREFERRED MATERIALS, INC., a
Georgia corporation

By: 
Name: D UMAR FORSYTH
Title: AUTHORIZED OFFICER

BUYER:

STAFFORD DEVELOPMENT GROUP,
INC., a Florida corporation

By: 
Name: TODD STAFFORD
Title: PRES 5/18/16

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE
COMPANY, a California corporation

By: _____
Name: _____
Title: _____


EXHIBIT A
Legal Description

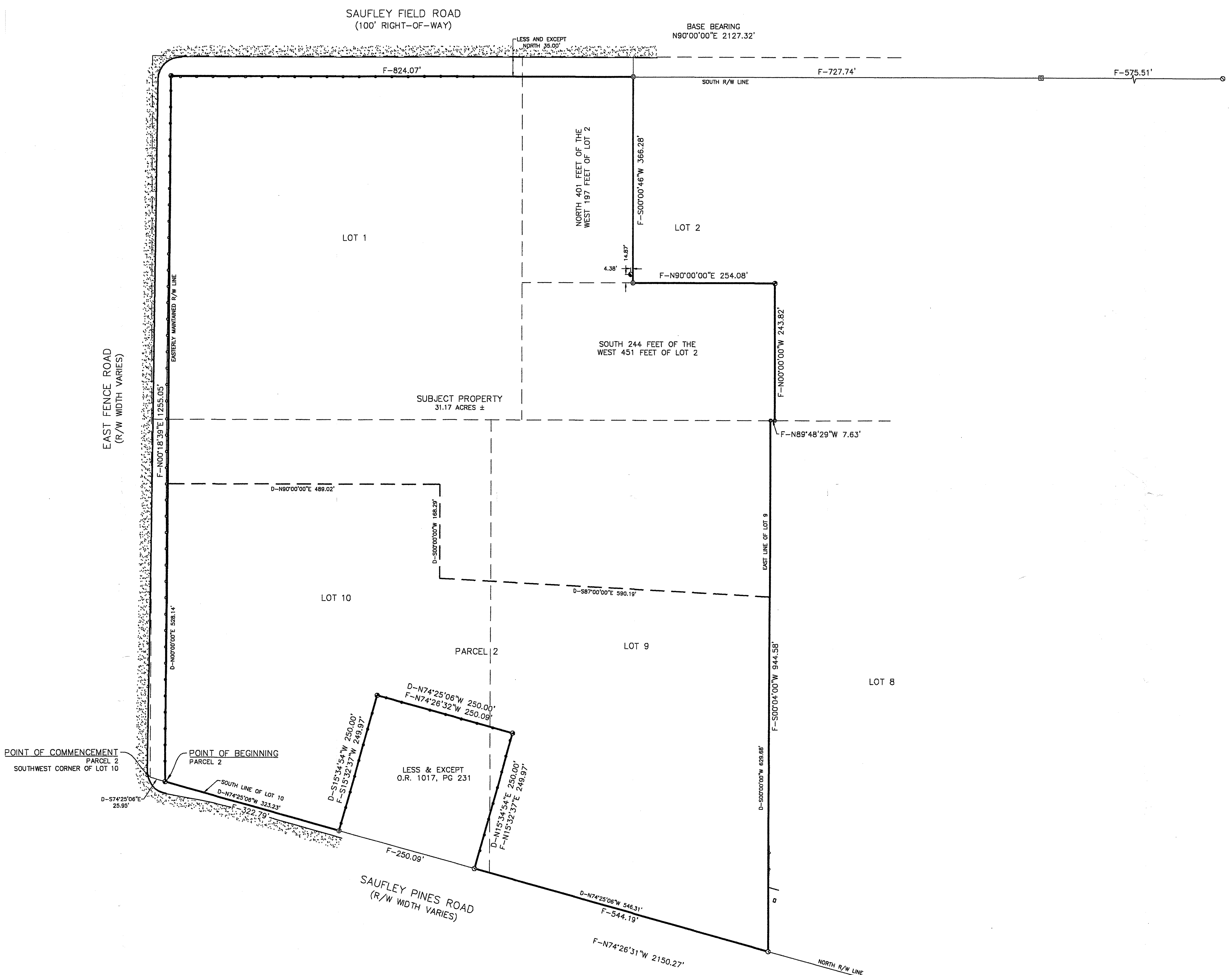
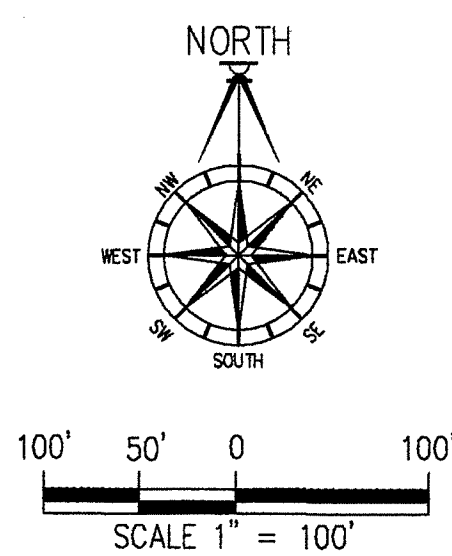
Legal Description:

022S31-3000-002-002 5700 SAUFLEY FIELD RD BLK LT 1 LESS RD R/W & S 244
FT OF W 451 FT OF LT 2 & W 197 FT OF N 401 FT OF LT 2 AND LTS 9 & 10
LESS OR 2188 P 111-DOLL S/D OF LT 3

Escambia County GEO #:

022S31-3000-002-002

 ~~Also as described in a Special Warranty Deed from Edward M. Chadbourne,
Inc., Grantor, to APAC Southeast, Inc. as Grantee, recorded in the
Public Records of Escambia County, Florida in OR Book 6232, Page 1250~~



SURVEYOR'S NOTES:

- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO LATEST STATES STANDARD PRACTICES.
- NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE HE FURNISHED WITH SUCH.
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE.
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAN.
- BASIS OF BEARING: SOUTH R/W LINE OF SAUFLEY FIELD ROAD AS HYDROGRAPHIC.
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF DEED BOOK IN FILE 365.
- ENCROACHMENTS ARE AS SHOWN.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCELS OF LAND SHOWN HEREON ARE FOR THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS:
- ZONE: "A"
- EDITION: N/A
- PANEL NUMBER: 13333C 0335 0
- AS DATED: 09/29/09
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC, IS L.B. 7919.

DESCRIPTION: (AS PROVIDED)

PARCEL 1
A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 18.2394 NET ACRES, ACCORDING TO PLAT OF A SUBDIVISION OF THE SAID GOVERNMENT LOT RECORDED IN DEED BOOK 64 AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:
LOT 1, AND THE NORTH 401 FEET OF THE EAST 197 FEET OF LOT 2, LESS RIGHT-OF-WAY FOR PUBLIC ROAD OVER THE NORTH 35 FEET THEREOF; THE SOUTH 244 FEET OF THE WEST 451 FEET OF LOT 2, AND ALL OF LOTS 9 AND 10;
LESS THAT PORTION OF THE SAID LOTS 1 AND 10 LYING WESTERLY OF AN EXISTING WIRE FENCE ALONG THE EAST SIDE OF AN EXISTING COUNTY MAINTAINED ROADWAY ALONG THE WEST LINE OF THE SAID GOVERNMENT LOT 3;
AND LESS THAT PORTION OF SAID PROPERTY DESCRIBED IN DEED FROM SELMA L. VILLANE, A WIDOW, TO EDWARD A. COHRON AND JOSIE B. COHRON, HUSBAND AND WIFE, DATED JULY 12, 1976, AND RECORDED IN OFFICIAL RECORDS BOOK 1017 AT PAGE 231 OF THE SAID RECORDS, THE PROPERTY HEREBY CONVEYED BEING THE SAME PROPERTY DESCRIBED ON UNRECORDED SURVEY BY NICHOL ENGINEERING ASSOCIATES, INC., REVISED APRIL 6, 1978, LESS AND EXCEPT OR BOOK 4187, PAGE 1138.

PARCEL 2
A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 12.8765 ACRES, EXCLUSIVE OF ROAD, AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF LOT 10 OF STEPHEN LEE'S SUBDIVISION OF THE SAID GOVERNMENT LOT 3, ACCORDING TO PLAT RECORDED IN DEED BOOK 64, AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE GO SOUTH 74°25'06" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 10 A DISTANCE OF 25.95 FEET TO THE EAST LINE OF COUNTY MAINTAINED ROADWAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE GO NORTH 00°00'00" EAST PARALLEL WITH AND 25 FEET EAST OF THE WEST LINE OF SAID LOT 10 A DISTANCE OF 528.14 FEET;
THENCE GO NORTH 00°00'00" EAST A DISTANCE OF 489.02 FEET;
THENCE GO SOUTH 00°00'00" WEST A DISTANCE OF 168.29 FEET;
THENCE GO SOUTH 87°00'00" EAST A DISTANCE OF 590.19 FEET TO THE EAST LINE OF LOT 9 OF STEPHEN LEE'S SUBDIVISION OF THE SAID GOVERNMENT LOT 3;
THENCE GO SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 629.68 FEET;
THENCE GO NORTH 74°25'06" WEST PARALLEL WITH AND 15.00 FEET DISTANT FROM THE SOUTHERLY LINE OF THE SAID GOVERNMENT LOT 3 A DISTANCE OF 546.31 FEET;
THENCE GO NORTH 15°34'54" EAST A DISTANCE OF 250.00 FEET;
THENCE GO NORTH 74°25'06" WEST A DISTANCE OF 250.00 FEET;
THENCE GO SOUTH 15°34'54" WEST A DISTANCE OF 250.00 FEET;
THENCE GO NORTH 74°25'06" WEST A DISTANCE OF 323.23 FEET TO THE POINT OF BEGINNING.

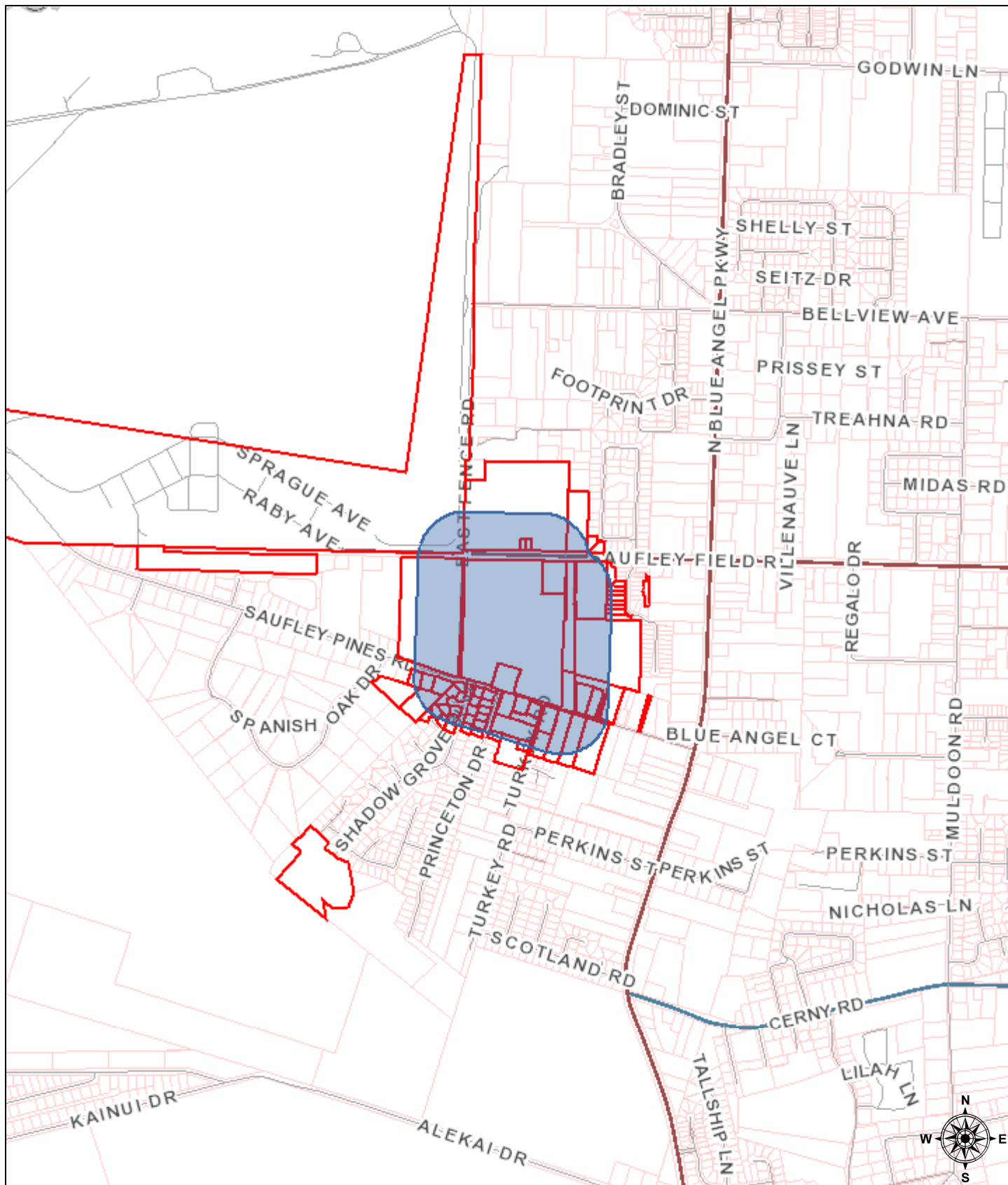
LEGEND:

- ⊗ - FOUND 4"x4" CONCRETE MONUMENT L.B. #7107
- ⊙ - FOUND 1/2" CAPPED IRON ROD PSM #4655
- ⊙ - FOUND 1/2" CAPPED IRON ROD PSM #1035
- ⊙ - FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ⊙ - FOUND PLAIN 1/2" IRON ROD
- ⊙ - FOUND PLAIN 1" IRON ROD
- ⊙ - FOUND PLAIN 3/4" IRON ROD
- ⊙ - SET 1/2" CAPPED IRON ROD L.B. #7919
- PSM - PROFESSIONAL SURVEYOR AND MAPPER
- L.B. - LICENSED BUSINESS
- R/W - RIGHT-OF-WAY
- F - FIELD

Certify To:
Stafford Development Group, Inc., a Florida corporation
First Community Bank
McDonald Fleming Moorhead
First American Title Insurance Company

ADDRESS: SAUFLEY FIELD ROAD					
REQUESTED BY: TODD STAFFORD					
TYPE: BOUNDARY SURVEY					
SECTION 2, TOWNSHIP - 2 - SOUTH, RANGE - 31 - WEST, ESCAMBIA COUNTY					
SCALE: 1"=100'	FIELD BOOK	PAGE	DATE	FIELD DATE	DRAWN BY
	602	47	DM	07/22/16	JSP
NO.	DATE	RECORDING	APPROVED BY:		
			[Signature]		
SURVEYOR'S CERTIFICATE					
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND UNDER THE SUPERVISION OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS CHAPTER 34-17.005, 34-17.010 AND 34-17.052, PURSUANT TO SECTION 472.002, FLORIDA STATUTES.					
KJM Land Planning, LLC					
KIMBERLY J. MOORE, PLS. 7/25/16					
16-16851					

Mailing List Map



September 12, 2016

polygonLayer

 Override 1

polygonLayer

Override 1

Streets

 PRINCIPAL ARTERIAL

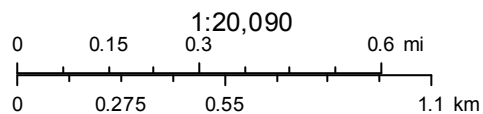
 MINOR ARTERIAL

 COLLECTOR

 LOCAL ROAD

 Parcels

 County Outline



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

MONTGOMERY LEONARD W & PAMELA A
5940 SAUFLEY PINES RD
PENSACOLA, FL 32526

SMITH MELVIN R &
1074 HARBOR LN
GULF BREEZE, FL 32563

APAC-SOUTHEAST INC
PO BOX 385025
BIRMINGHAM, AL 35238

COTTON JAMES A & HELEN E
5888 SAUFLEY PINES RD
PENSACOLA, FL 32526

COTTON BERTIE
4821 BELLVIEW AVE
PENSACOLA, FL 32526

KEICK ANN LOUISE COBB &
7217 TWIN LAKES LN
PENSACOLA, FL 32504

COTTON BRUCE A & KATHERINE P
5880 SAUFLEY PINES RD
PENSACOLA, FL 32526

BOOTH JAMES G
5870 SAUFLEY PINES RD
PENSACOLA, FL 32526

FEDERAL NATIONAL MORTGAGE
ASSOCIATION
PO BOX 650043
DALLAS, TX 75265-0043

COTTON JAMES A &
5888 SAUFLEY PINES RD
PENSACOLA, FL 32526

MCGUFFAN JAMES M &
5860 SAUFLEY PINES RD
PENSACOLA, FL 32526

BOOTH FANE
5870 SAUFLEY PINES RD
PENSACOLA, FL 32526

SUTTON SOLOMON JR
5885 DANDELION LN
PENSACOLA, FL 32526

PARDUE JEFFERY & SHANNON
135 ELBA DR
MOORESVILLE, NC 28115

FAZIO STEVEN SR & TAKAKO
5877 DANDELION LN
PENSACOLA, FL 32526

MERCON RICHARD J & ALEISA L
5873 DANDELION DR
PENSACOLA, FL 32526

ENGEL MATTHEW & JENNIFER
8431 FERLON AVE
PENSACOLA, FL 32526

WILLIAMS KAITLIN L
1716 DONEGAL DR
CANTONMENT, FL 32533-8997

FULLER TIMOTHY J & LORI G
5861 DANDELION LN
PENSACOLA, FL 32526

DRYE BLAINE A
8813 MARSH ELDER DR
PENSACOLA, FL 32526

UNITED STATES GOVERNMENT
DEPT OF NAVY-PENTAGON
WASHINGTON, DC 20301

DUGGER CELIA EST OF
2141 JARROD DR
CANTONMENT, FL 32533

HARVEST OUTREACH INC
PO BOX 17667
PENSACOLA, FL 32522

NALL LOIS HELEN EST OF
9156 BAYVIEW DR
GULF SHORES, AL 36542

UNITED STATES GOVERNMENT
DEPT OF NAVY-PENTAGON
WASHINGTON, DC 20301

SOUTHGATE GREGG V & MOLLIE M
6027 SPANISH OAK DR
PENSACOLA, FL 32526

ANDRES RICHARD D & DIANE E
6029 SPANISH OAK DR
PENSACOLA, FL 32526

RODRIGUEZ JEREMIAH L
729 CANNOCK LOOP
GROVETOWN, GA 30813-6965

LEWIS VICKIE M
5501 SHADOW GROVE BLVD
PENSACOLA, FL 32526

GEE ASHLEY
4475 PACKARD DR
JACKSONVILLE, FL 32246

BAXTER BRAD A
5505 SHADOW GROVE BLVD
PENSACOLA, FL 32526

UMBAUGH THOMAS O & KATHLEEN
1704 MOON GLOW CIR
PENSACOLA, FL 32526

ROSS ALBERT J
5509 SHADOW GROVE BLVD
PENSACOLA, FL 32526

CRUMPLER JOHN R
3458 FESTIVAL DR
PACE, FL 32571

WAGNER RONALD J &
5513 SHADOW GROVE BLVD
PENSACOLA, FL 32526

BERKLEY ARWIN A &
305 MULBERRY LN
MOUTH OF WILSON, VA 24363

WORKMAN REX A
5517 SHADOW GROVE BLVD
PENSACOLA, FL 32526

ERICKSON GEORGE G & SHARON F
5508 SHADOW GROVE BLVD
PENSACOLA, FL 32526

MAHER STEPHEN A & JODIE L
5512 SHADOW GROVE BLVD
PENSACOLA, FL 32526

ZANTHOS NEIL W
5516 SHADOW GROVE BLVD
PENSACOLA, FL 32526

MACIAS GABRIEL & AMY B
PSC 2 # 7832
APO, AE 09012

FITCH CLINTON W
1708 CAHABA CIR
PENSACOLA, FL 32526

PEGUES ANTHONY T
PO BOX 10451
WARNER ROBBINS, GA 31095

ANDERSON DONALD P II & KATHERINE L
5895 SAUFLEY PINES RD
PENSACOLA, FL 32526

ADCOCK EUGENE K & JUANITA
110 BRUTON GAP RD
ATTALLA, AL 35954

KUHLMAN SHANE T W &
5925 SAUFLEY PINES RD
PENSACOLA, FL 32526

PERDUE ROBERT C & PATRICIA A
5945 SAUFLEY PINES RD
PENSACOLA, FL 32526

PERRY DONALD E &
5739 TURKEY RD
PENSACOLA, FL 32526

ROBERTS GEORGE A III & RUTH
5735 TURKEY RD
PENSACOLA, FL 32526

GRAMBO CLIFFORD R GRAMBO AMANDA N
5757 TURKEY RD
PENSACOLA, FL 32526

RAINES RONNIE V & VICKI L
5918 PRINCETON RD
PENSACOLA, FL 32526

SAUFLEY PINES DEVELOPERS INC
PO BOX 6006
PENSACOLA, FL 32503

ANDREW WILLIAM E M &
6001 SAUFLEY PINES RD
PENSACOLA, FL 32526

HILLIARD KIM TRUSTEE &
6007 SAUFLEY PINES RD
PENSACOLA, FL 32526

BACAWAT ROBERT B &
6013 SAUFLEY PINES RD
PENSACOLA, FL 32526

HALL CHARLES
10435 MIDTOWN PKWY # 445
JACKSONVILLE, FL 32246

SHADOW GROVE DEVELOPERS INC
PO BOX 6006
PENSACOLA, FL 32503

DORTCH JIMMY C &
5961 PRINCETON DR
PENSACOLA, FL 325263756

HORNSBY WOODROW J
6160 BEULAH CHURCH RD
PENSACOLA, FL 32526

SMITH RONALD E JR & DENISE M
5949 PRINCETON DR
PENSACOLA, FL 32526

ROGERS RONALD
1620 TOBIAS RD
CANTONMENT, FL 32533

PECK ALEXANDER J
5937 PRINCETON DR
PENSACOLA, FL 32526

EVANS JACK D
5931 PRINCETON DR
PENSACOLA, FL 32526

SIKDER SURUGE &
6216 SUNTAN CIR
PENSACOLA, FL 32526

FARRAR GLENN R & JULIA P
6210 SUNTAN CIR
PENSACOLA, FL 32526

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

MILLER GEORGE R JR & RACHEL
5865 SAUFLEY PINES RD
PENSACOLA, FL 32526

BEASLEY CARL L & KIMBERLY M
507 S HERRINGTON ST
GLENNVILLE, GA 304272535

WEEKS DONALD L &
5762 TURKEY RD
PENSACOLA, FL 32526

PARKER DEBRA A &
5885 SAUFLEY PINES RD
PENSACOLA, FL 32526

MEHL HENRY H
5731 TURKEY RD
PENSACOLA, FL 32526

Planning Board-Rezoning

7. c.

Meeting Date: 10/04/2016

CASE : Z-2016-09

APPLICANT: Wiley C. "Buddy" Page, Agent for Prakash D. Darji, Owner

ADDRESS: 6883 West Highway 98

PROPERTY REF. NO.: 21-2S-31-1310-000-000, 21-2S-31-1310-000-001

FUTURE LAND USE: MU-U

DISTRICT: 1

OVERLAY DISTRICT: NA

BCC MEETING DATE: 11/03/2016

SUBMISSION DATA:

REQUESTED REZONING:

FROM: LDMU, Low Density Mixed-Use district (seven du/acre)

TO: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

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

FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The Range of allowable uses include: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FLU 1.5.2 Compact Development and Maximum Densities and Intensities. To ensure that developments are designed to be compact and to accommodate travel mode choice-especially for short, local trips-the County will require minimum densities in the MU-S Future Land Use category and encourage the maximum densities and intensities in the MU-U Future Land Use category.

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FINDINGS

The proposed amendment to Commercial (Com) is **consistent** with the intent and purpose of Future Land Use (FLU) category Mixed-Use Urban (MU-U) as stated in CPP FLU 1.3.1. The FLU of MU-U allows for a mix of residential and retail services. The property would promote good efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1. As per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the MU-U areas. The area should have sufficient central water and sewer system capacity to accommodate higher density development.

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

Consistent with The Land Development Code

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

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

Purpose. The Low Density Mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of

single-family, two-family and multi-family dwellings.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

Sec. 3-2.10 (e) Location criteria. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

- (1) Proximity to intersection. Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

- (2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

- (3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

- (4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:
 - a. Any intrusion into a recorded subdivision is limited to a corner lot.
 - b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.
 - c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

- (5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
 - a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
 - b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the

Community Redevelopment Agency (CRA).

LDC Sec. 4-4.4 Airport and airfield planning districts

(6) AIPD-2 requirements. AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. As for the Location Criteria requirements of the Com zoning district, the site is located along an arterial road and in an area where already established non-residential uses are consistent with the Com zoning district. The new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. The parcel is located in the AIPD-2 overlay although the densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2. All requirements of the LDC will be evaluated for consistency during the Site Plan Review process.

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

Compatible with surrounding uses

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500 radius impact area, staff observed properties with zoning districts Com, LDMU and High Density Residential (HDR). Currently, there is a restaurant located onsite. A medical office, veterinary office, realtor office, retail center containing four businesses, multi-family and single-family residences are located in the vicinity. There are multiple existing uses in the surrounding area that are compatible with the Com zoning district. When applicable, buffering of the surrounding residential uses will be required during the Site Plan Review process.

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

Changed conditions

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

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property(s). Staff found rezoning case Z-2005-05 at 6881 W Highway 98 approved March 1st, 2005

from R-4 to AMU-2 under the authority of the previous LDC.

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

Development patterns

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

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The adjoining parcels to the west and north are already zoned Com.

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

Effect on natural environment

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

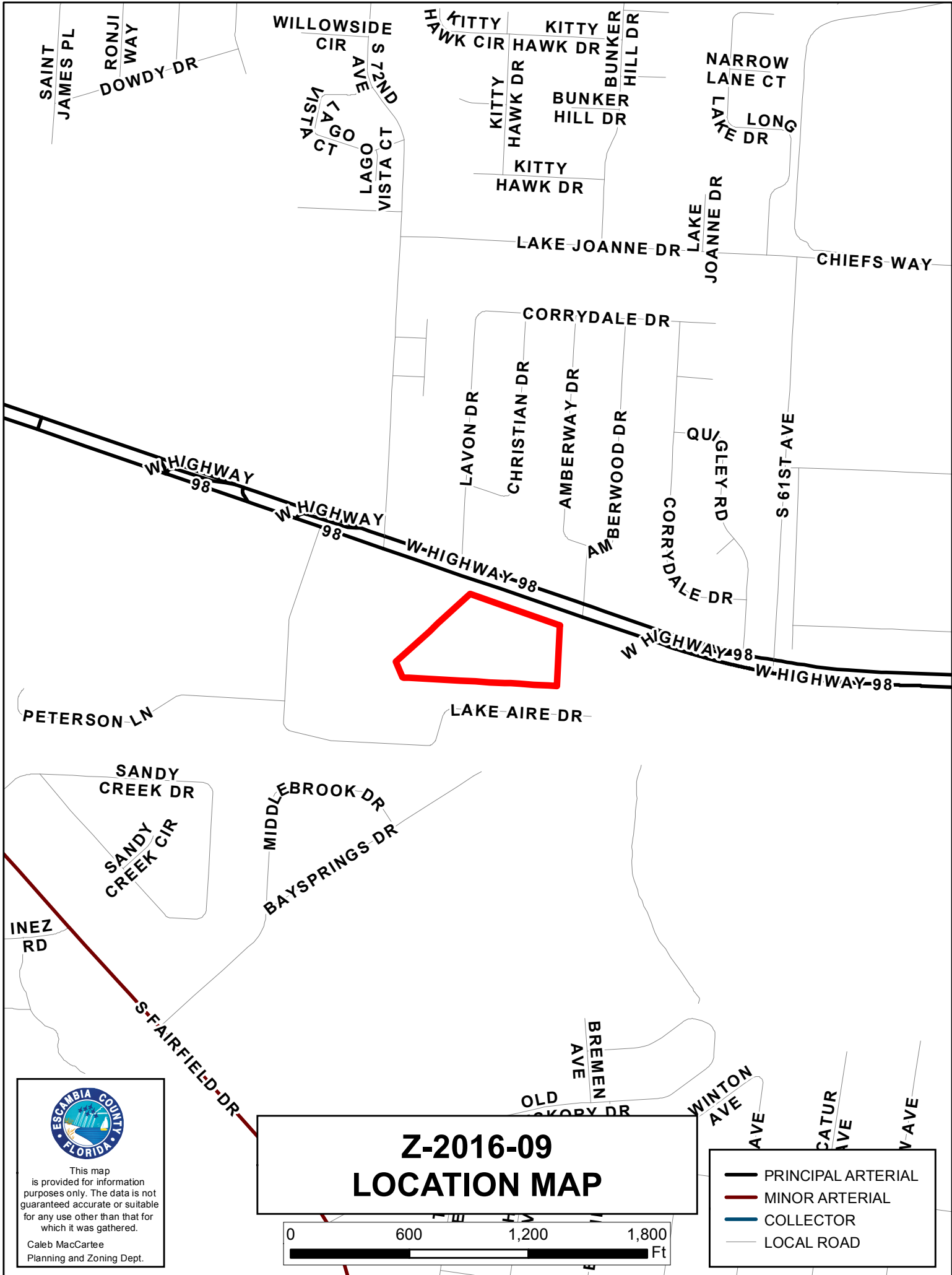
FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. However, according to the applicant, wetland characteristics **do exist** on the vacant lot. An environmental survey will be required prior to any proposed development as stated by the applicant. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attachments

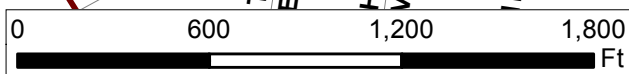

Working Case File Z-2016-09

Z-2016-09



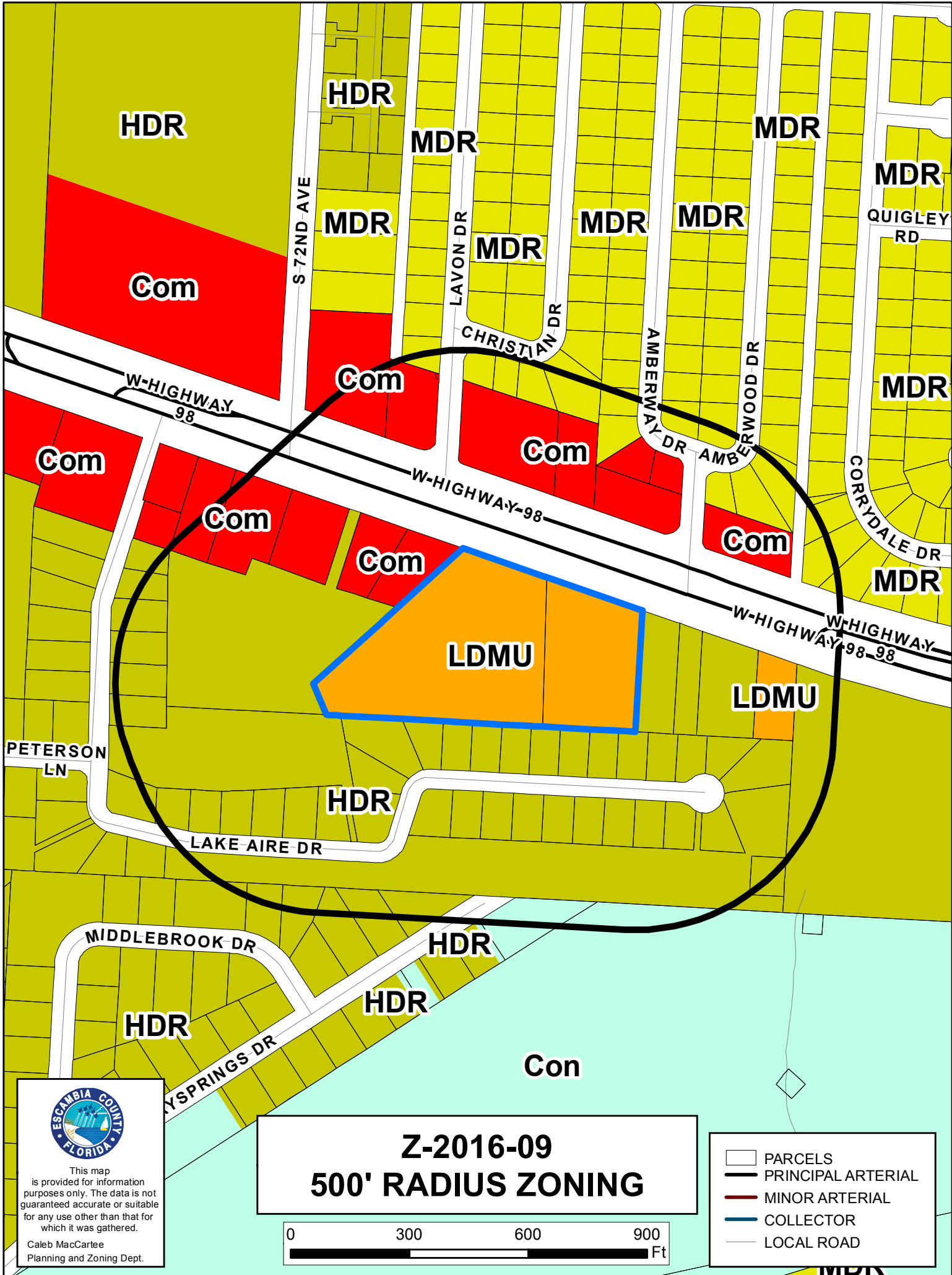
**Z-2016-09
LOCATION MAP**

- 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.

Caleb MacCartee
Planning and Zoning Dept.



HDR

HDR

MDR

MDR

MDR

Com

MDR

MDR

MDR

MDR

MDR

S-72ND AVE

LAVON DR

CHRISTIAN DR

AMBERWAY DR

AMBERWOOD DR

QUIGLEY RD

W-HIGHWAY 98

W-HIGHWAY-98

W-HIGHWAY-98-98

CORRYDALE DR

Com

Com

Com

Com

Com

MDR

MDR

LDMU

LDMU

PETERSON LN

HDR

LAKE AIRE DR

MIDDLEBROOK DR

HDR

HDR

HDR

SPRINGS DR

Con



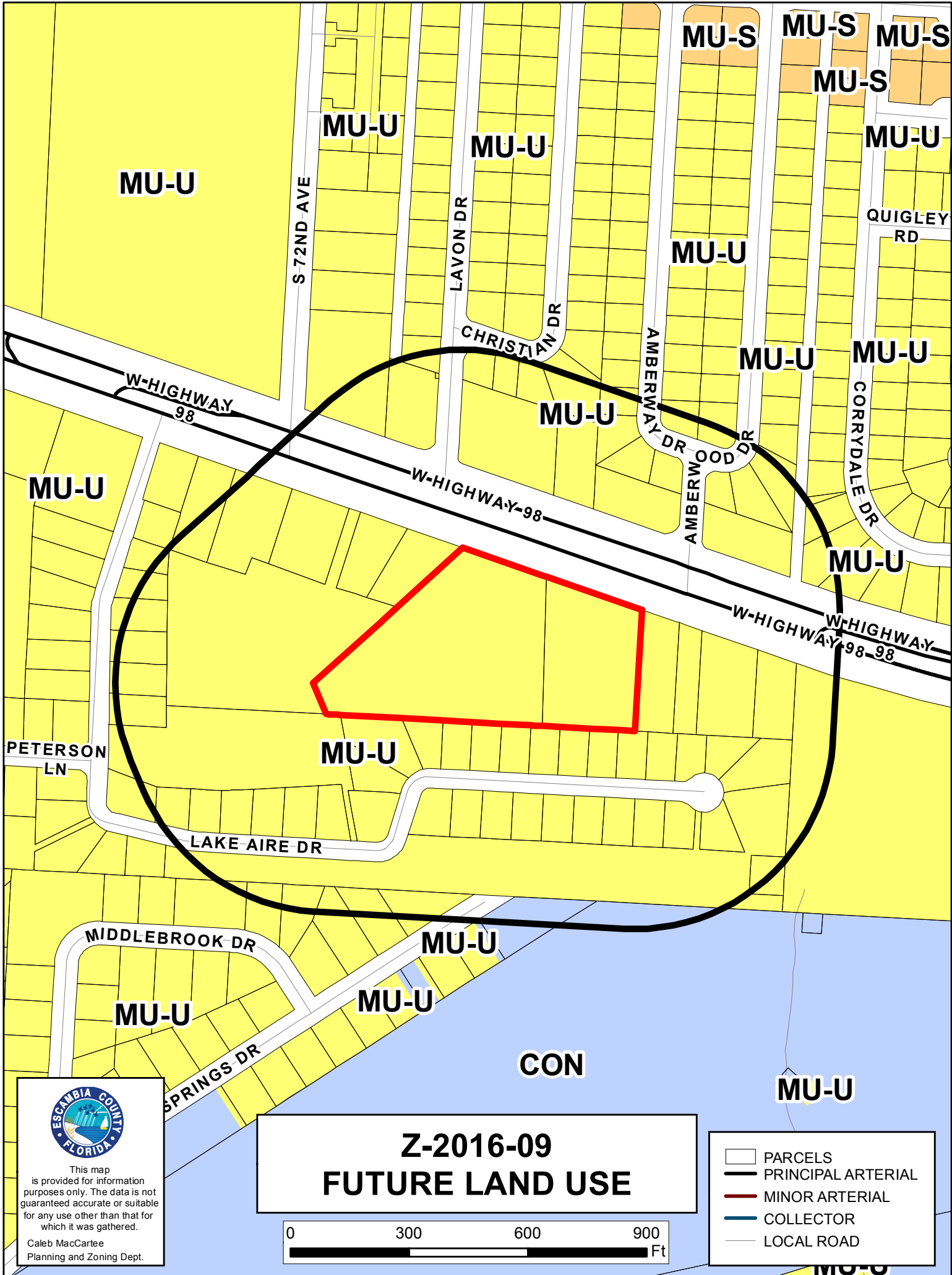
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

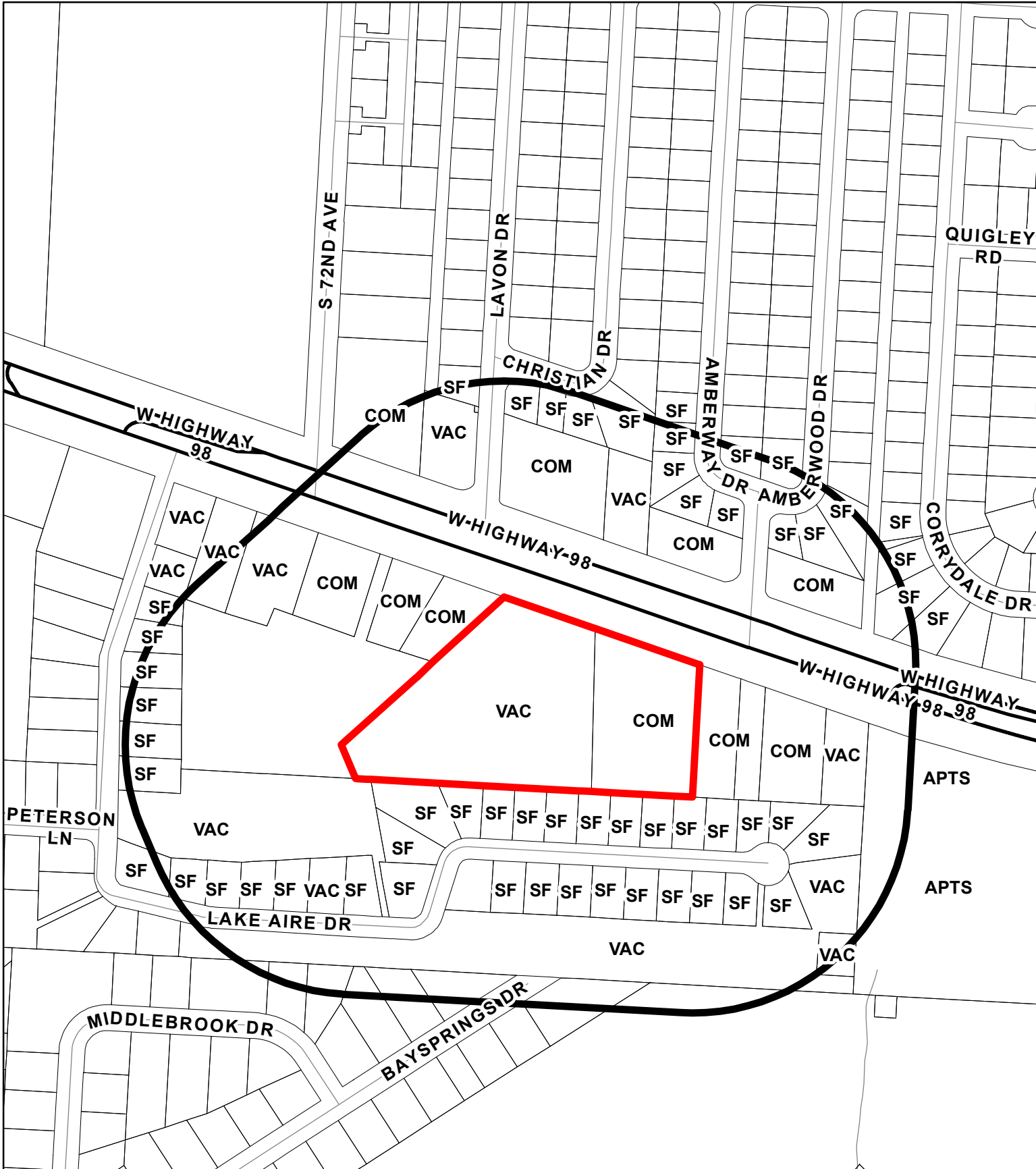
Caleb MacCartee
Planning and Zoning Dept.


Z-2016-09
500' RADIUS ZONING



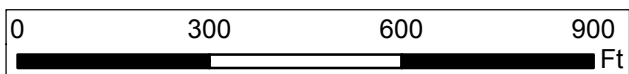
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD












 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.
 Caleb MacCartee
 Planning and Zoning Dept.

Z-2016-09
EXISTING LAND USE



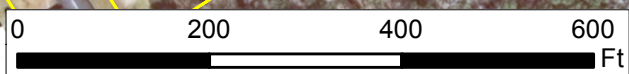
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD

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

Caleb MacCartee
Planning and Zoning Dept.

Z-2016-09 AERIAL MAP



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



S 72ND AVE

LAVON DR

CHRISTIAN DR

AMBERWAY DR

AMBERWOOD DR

W-HIGHWAY 98

AIPD 2

W-HIGHWAY-98

W-HIGHWAY-98

AIPD 2

LAKE AIRE DR

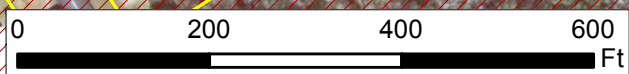
BRINGS DR








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

Caleb MacCartee
Planning and Zoning Dept.

Z-2016-09 AIPD MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2016-09
CURRENT ZONING: LDMU PROPOSED ZONING: COM

PLANNING BOARD

DATE: 10/04/16 TIME: 8:30 A.M.

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3303 WEST PARK PLACE
BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 11/03/16 TIME: 5:45 P.M.

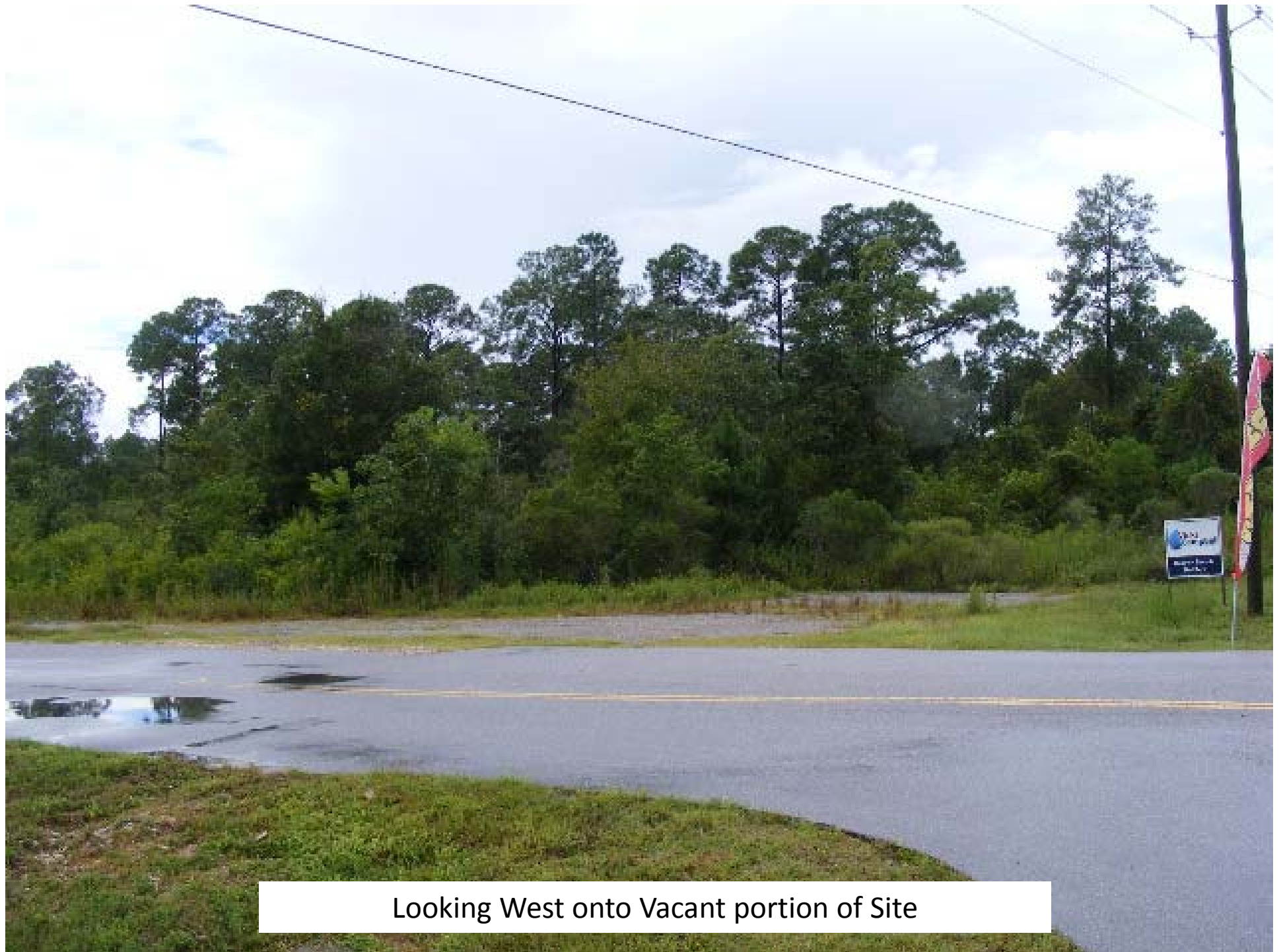
LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
321 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 850-3476 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Public Notice Sign



Looking West onto Vacant portion of Site



Looking Southwest onto Site



Looking South onto Site toward existing restaurants



Looking Southeast onto Site



Looking West along Highway 98



Looking Northwest from Site across Highway 98



Looking North from Site across Highway 98



Looking Northeast from Site across Highway 98



Looking East from Site along Highway 98



Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2016-09 Accepted by: A. Cain PB Meeting: 10-4-2016

1. Contact Information:

A. Property Owner/Applicant: Prakash D. Darji

Mailing Address: 1322 Hwy 72 West Athens, Alabama 35611

Business Phone: _____ Cell: 256.990.1819

Email: pddarji2957@yahoo.com

B. Authorized Agent (if applicable): Wiley C. "Buddy" Page

Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

Business Phone: _____ Cell: 850.232.9853

Email: budpage1@att.net

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Existing Street Address: 6883 & 7000 West Hwy 98 Pensacola

Parcel ID (s): 21-2S-31-1310-000-000 &

21-2S-31-1310-000-001

B. Total acreage of the subject property: 06.00+-

C. Existing Zoning: LDMU

Proposed Zoning: COM

FLU Category: MU-U

D. Is the subject property developed (if yes, explain): Restaurant and vac.

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

- A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.**

Owner owns 2 lots, one of which contains an existing restaurant
while the second is vacant. Both lots are presently zoned LDMU.

- B. Rezoning Approval Conditions – Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)**

- 1. Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

This requested rezoning is consistent as the Future Land Use
classification is Mixed Use-Urban, which allows the requested
Com category.

- 2. Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.
The requested rezoning category is consistent with the LDC.

3. Compatibility. All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions. Allowed uses within the requested rezoning category will be compatible with the area. The lots face Hwy 98, a major area roadway, with adjacent lots to the west presently zoned Commercial. The Navy Hospital, which generates more than 600 vehicle trips per day, is located northeast of the lots.

4. Changed conditions. The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning. Increases in traffic and new construction on the nearby Pensacola State College campus suggest continued area growth.

5. Development patterns. The proposed rezoning would contribute to or result in a logical and orderly development pattern. Infill development will result once vacant lot is developed with existing restaurant to the east and an existing animal clinic to the west.

6. Effect on natural environment. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment. Wetland characteristics were observed on the vacant lot. An environmental survey will be required prior to any detailed site planning activities.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): ~~XXXXXXXXXXXX~~ 21-2S-31-1310-000-000

Property Address: 7000 Block West Hwy 98 Pensacola, Florida 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 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 01st DAY OF September, YEAR OF 2016


Signature of Property Owner

Prakash D. Darji
Printed Name of Property Owner

09-01-2016
Date

Signature of Property Owner

Printed Name of Property Owner

Date

Notary Public for the State of Illinois
My Commission Expires on _____

I, _____, do hereby certify that _____
is the true and correct copy of the _____

_____ of the _____
_____ of the _____

_____ of the _____
_____ of the _____

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_____ of the _____

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_____ of the _____
_____ of the _____



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY
(if applicable)

As owner of the property located at 7000 Block West Hwy 98 Pensacola, Florida 32506
Pensacola, Florida, property reference number(s) ~~XXXXXXXXXXXX~~
21-2S-31-1310-000-000 I hereby designate Wiley C. "Buddy" Page

Wiley C. "Buddy" Page for the sole purpose of completing this application and making
a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on
the above referenced property. This Limited Power of Attorney is granted on this 01st day of September
the year of, 2016, and is effective until the Board of County Commissioners or the Board of
Adjustment has rendered a decision on this request and any appeal period has expired. The owner
reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice
to the Development Services Bureau.

Agent Name: Wiley C. "Buddy" Page Email: budpage1@att.net
Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: _____

Prakash Darji
Signature of Property Owner

Aldmond Assoc. /Prakash Darji
Printed Name of Property Owner

09-01-2016
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Alabama COUNTY OF Limestone
The foregoing instrument was acknowledged before me this 1st day of September 2016,
by Prakash Darji.
Personally Known OR Produced Identification . Type of Identification Produced: _____

Paula Wright
Signature of Notary

Paula Wright
Printed Name of Notary

my commission expires: 09/28/2016



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Second section of faint, illegible text, appearing to be a list or series of entries.



5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: <http://myescambia.com/business/ds/planning-board> or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

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.

Prakash D. Darji
Signature of Owner

Almond Associates / Prakash D. Darji
Printed Name Owner

09-01-2016
Date

Signature of Owner

Printed Name of Owner

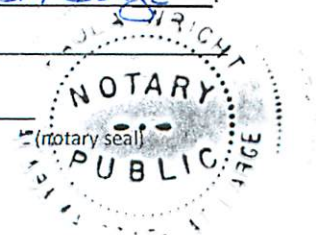
Date

STATE OF Alabama COUNTY OF Limestone The foregoing instrument was acknowledged before me this 15th day of September 20 16, by Prakash Darji.

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

Paula Wright
Signature of Notary

Paula Wright
Printed Name of Notary



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, at the City of New York, this 10th day of June, 1964.

Notary Public in and for the State of New York

My Commission Expires on _____

Notary Public in and for the State of New York

My Commission Expires on _____

Notary Public in and for the State of New York

My Commission Expires on _____

Notary Public in and for the State of New York

My Commission Expires on _____

Notary Public in and for the State of New York

My Commission Expires on _____

Notary Public in and for the State of New York

My Commission Expires on _____

Notary Public in and for the State of New York

My Commission Expires on _____



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Registered Agent Name

Florida Limited Liability Company

WILPRA, LLC

Filing Information

Document Number	L07000053190
FEI/EIN Number	27-1118359
Date Filed	05/18/2007
Effective Date	05/17/2007
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	03/21/2013

Principal Address

6881 HIGHWAY 98
PENSACOLA, FL 32507

Mailing Address

1322 HIGHWAY 72 EAST
ATHENS, AL 35611

Changed: 04/30/2014

Registered Agent Name & Address

DARJI, PRAKASH D
6881 HIGHWAY 98
PENSACOLA, FL 32507

Name Changed: 03/21/2013

Address Changed: 03/21/2013

Authorized Person(s) Detail

Name & Address

Title MGRM

DARJI, PRAKASH D
1322 US HIGHWAY 72 EAST
ATHENS, AL 35611

Annual Reports

Report Year	Filed Date
2009	05/05/2009
2014	04/30/2014
2015	04/22/2015

Document Images

04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- REINSTATEMENT	View image in PDF format
05/05/2009 -- Reinstatement	View image in PDF format
05/18/2007 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

2015 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L07000053190

Entity Name: WILPRA, LLC

Current Principal Place of Business:

6881 HIGHWAY 98
PENSACOLA, FL 32507

Current Mailing Address:

1322 HIGHWAY 72 EAST
ATHENS, AL 35611 US

FEI Number: 27-1118359

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DARJI, PRAKASH D
6881 HIGHWAY 98
PENSACOLA, FL 32507 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title **MGRM**
Name DARJI, PRAKASH D
Address 1322 US HIGHWAY 72 EAST
City-State-Zip: ATHENS AL 35611

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PRAKASH DARJI

MGRM

04/22/2015

Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

SURVEYOR'S NOTES:

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

LEGAL DESCRIPTION: Parcel #2

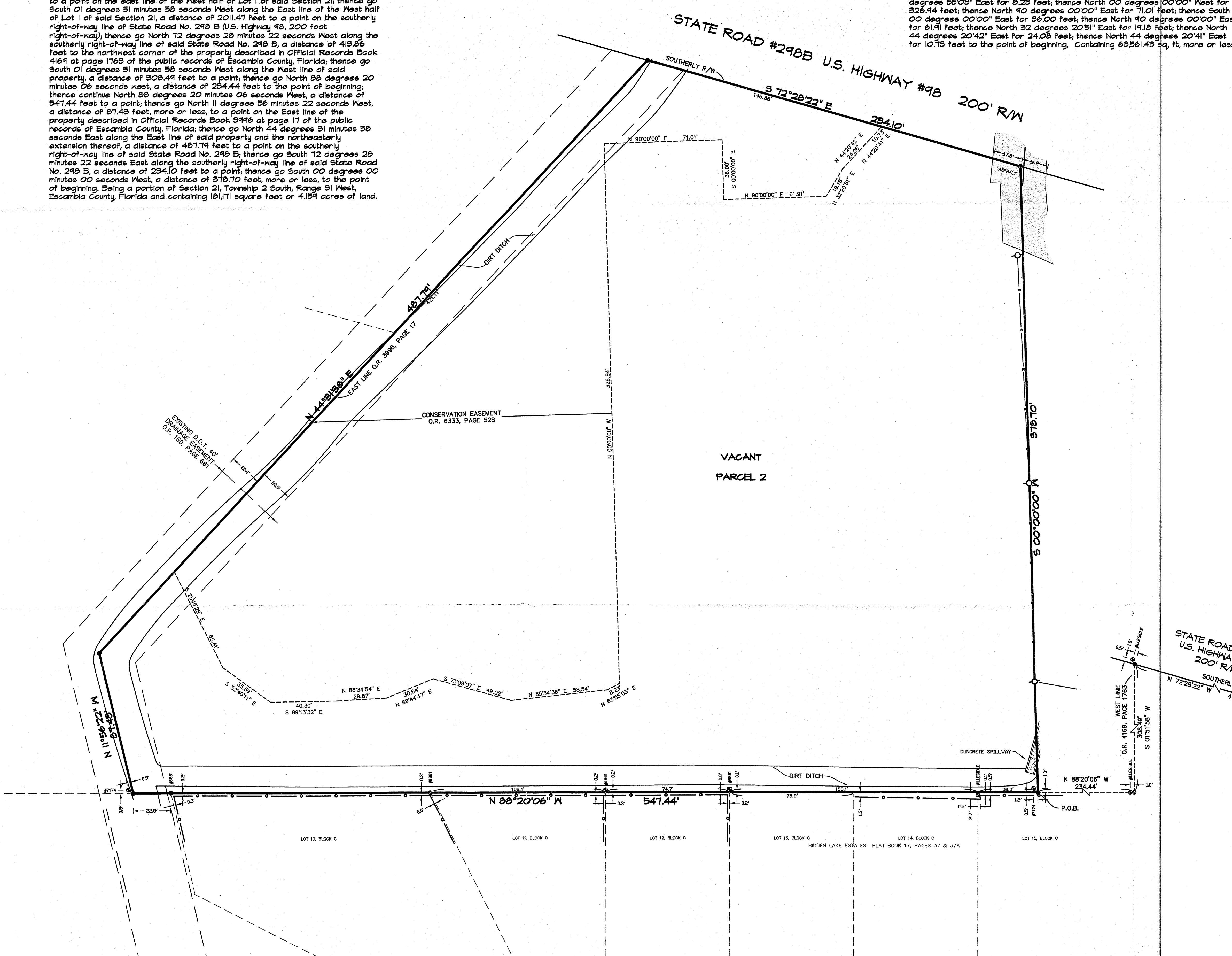
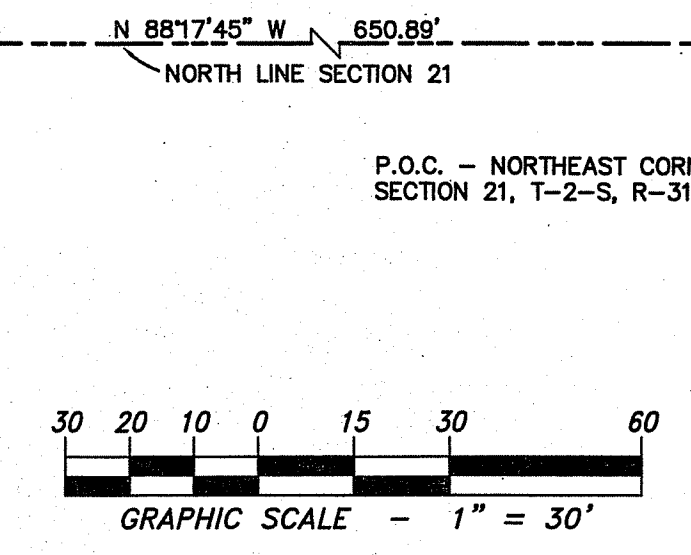
Commence at the northeast corner of Section 21, Township 2 South, Range 31 West, Escambia County, Florida; thence go North 88 degrees 17 minutes 45 seconds West along the North line of said Section 21, a distance of 650.84 feet to a point on the east line of the West half of Lot 1 of said Section 21; thence go South 01 degrees 51 minutes 58 seconds West along the East line of the West half of Lot 1 of said Section 21, a distance of 2011.47 feet to a point on the southerly right-of-way line of State Road No. 298 B (U.S. Highway 98, 200 foot right-of-way); thence go North 72 degrees 28 minutes 22 seconds West along the southerly right-of-way line of said State Road No. 298 B, a distance of 419.56 feet to the northwest corner of the property described in Official Records Book 4164 at page 1763 of the public records of Escambia County, Florida; thence go South 01 degrees 51 minutes 58 seconds West along the West line of said property, a distance of 308.44 feet to a point; thence go North 88 degrees 20 minutes 06 seconds West, a distance of 234.44 feet to the point of beginning; thence continue North 88 degrees 20 minutes 06 seconds West, a distance of 547.44 feet to a point; thence go North 11 degrees 56 minutes 22 seconds West, a distance of 87.43 feet, more or less, to a point on the East line of the property described in Official Records Book 3996 at page 17 of the public records of Escambia County, Florida; thence go North 44 degrees 31 minutes 38 seconds East along the East line of said property and the northeasterly extension thereof, a distance of 487.74 feet to a point on the southerly right-of-way line of said State Road No. 298 B; thence go South 72 degrees 28 minutes 22 seconds East along the southerly right-of-way line of said State Road No. 298 B, a distance of 234.10 feet to a point; thence go South 00 degrees 00 minutes 00 seconds West, a distance of 378.70 feet, more or less, to the point of beginning. Being a portion of Section 21, Township 2 South, Range 31 West, Escambia County, Florida and containing 181,171 square feet or 4.154 acres of land.

LEGEND:

- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement
- 1/2" Capped Iron rod set #T07B
- 1/2" Capped Iron rod found #noted
- 1" Iron pipe found
- 1/2" Iron rod found
- 4"x4" Concrete monument found #noted
- Nail and disk set #T07B
- Power pole
- Chain link fence
- Wood fence
- Electric line

LEGAL DESCRIPTION: Conservation easement (O.R. 6333, page 528)

Commencing at the northeast corner of Section 21, T-2-S, R-31-W, Escambia County, Florida; thence North 88 degrees 17'45" West along the north line of said Section 21, for 650.84 feet to a point on the east line of the West half of Lot 1 of said Section 21; thence South 01 degrees 51'58" West along the east line of the West half of Lot 1 for 2011.47 feet to the southerly right-of-way line of State Road No. 298 B (U.S. Highway 98, 200.0' right-of-way); thence North 72 degrees 28'22" West along said southerly right-of-way line for 757.40 feet and point of beginning; thence continue North 72 degrees 28'22" West along said southerly right-of-way line for 146.86 feet; thence South 44 degrees 31'40" West for 421.11 feet; thence South 25 degrees 16'28" East for 65.41 feet; thence South 52 degrees 40'11" East for 55.54 feet; thence South 84 degrees 13'32" East for 40.30 feet; thence North 88 degrees 51'34" East for 24.87 feet; thence North 64 degrees 44'41" East for 30.64 feet; thence South 79 degrees 04'07" East for 49.02 feet; thence North 85 degrees 34'36" East for 58.54 feet; thence North 63 degrees 55'03" East for 8.23 feet; thence North 00 degrees 00'00" West for 326.94 feet; thence North 90 degrees 00'00" East for 71.01 feet; thence South 00 degrees 00'00" East for 36.00 feet; thence North 90 degrees 00'00" East for 61.41 feet; thence North 32 degrees 20'31" East for 14.18 feet; thence North 44 degrees 20'42" East for 24.08 feet; thence North 44 degrees 20'41" East for 10.73 feet to the point of beginning. Containing 65,561.43 sq. ft. more or less.



Measurements made in accordance with United States Standards.
 Bearing Reference: NORTH BASED ON THE SOUTH R/W (U.S. HIGHWAY #98)
 AS N 72°28'22" E
 Ordered By: FRANKLIN PARL
 Encroachments: FENCES, POWER POLES, ELECTRIC LINES, ASPHALT
 Source of Information: PUBLIC RECORDS, TAX MAPS, RECORDED PLAT, HIDDEN LAKE ESTATES (P.B. 17, P.A. 37 & 37A), SURVEYS BY SHUMER & THIS FIRM, E.P.O.T. MAPS SECTION 48280-251C AND SECTION 48280-2502

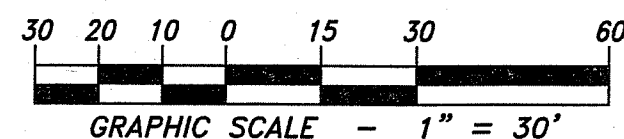
PITTMAN AND PILGAZIAN ASSOCIATES, INC.
 LAND SURVEYORS
 570 N. DAVIS HIGHWAY, SUITE 3
 PENSACOLA, FL 32508
 Phone (850) 634-6666 Fax (850) 634-6661
 Email: pitmsurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

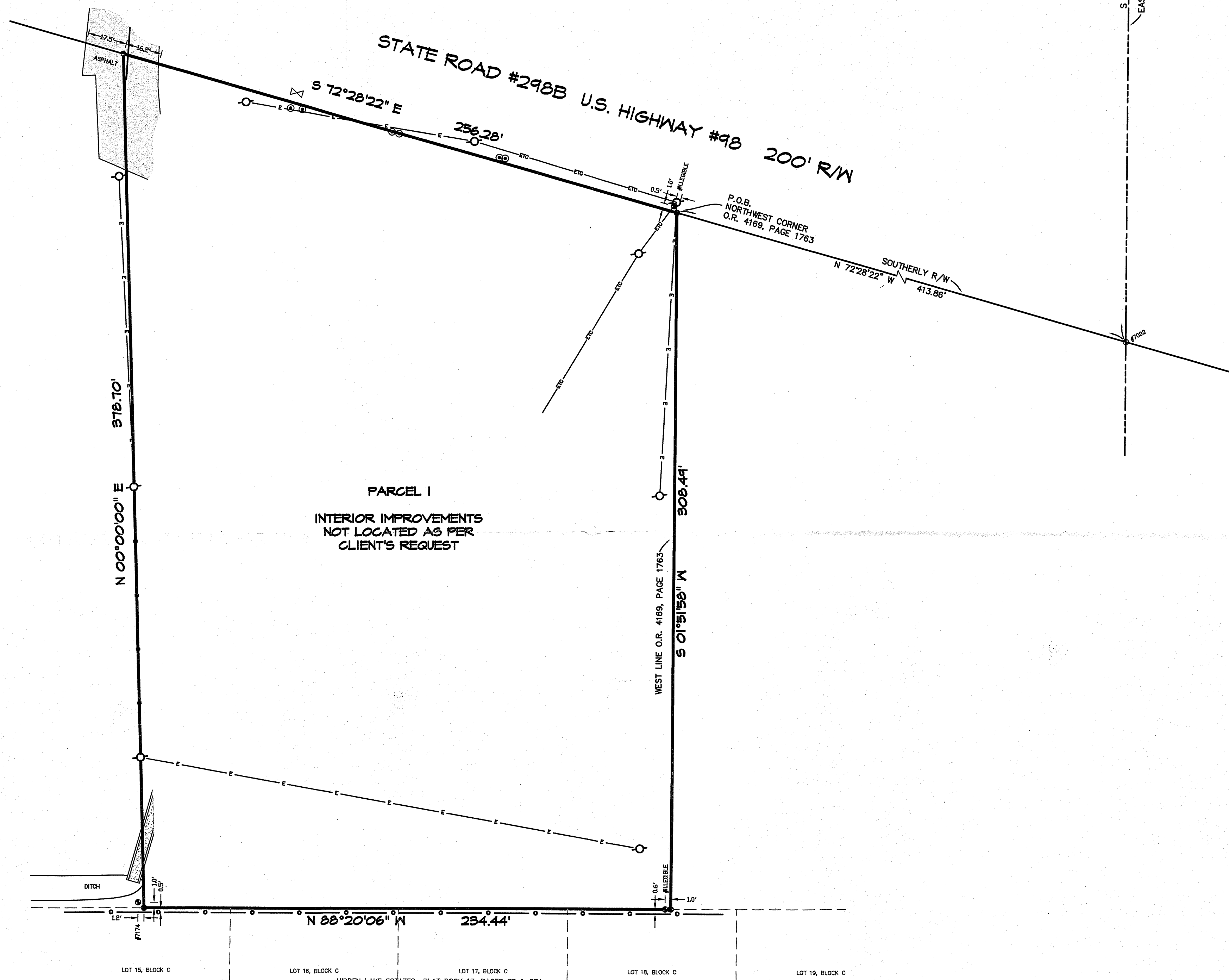
Walter J. Glaze PSM #6190
David D. Glaze PSM #5605

SHEET 1 OF 1

File No. 21598
 Job No. 8632-16
 Scale 1" = 30'
 Date of Survey 8-31-2016
 Date of Plat 8-31-2016
 Date of Revision
 FB 1545 PG 46-54
 Drawn by FMI
 Checked by KMG



NORTH SCALE 1" = 30'



Bearing Reference: NORTH BASED ON THE SOUTH R/W/L.S. HIGHWAY #9B
 AS N 72°28'22" E

Order By: PRAKASH DARSJI
 Encroachments: FENCES, ASPHALT, CONCRETE GRILLIWAY, POWER POLES, ELECTRIC LINES, ESTATES (P.B. 11, P.A. 37 & 37A), SURVEYS BY SHIMER & THIS FIRM, F.D.O.T. MAPS SECTION 49280-2510 AND SECTION 49280-2502

Measurements made in accordance with United States Standards.

A BOUNDARY SURVEY OF A PORTION OF SECTION 21, T-2-S, R-31-W

PITTMAN, AND ASSOCIATES, INC.
 LAND SURVEYORS
 370 N. DAVIS HIGHWAY, SUITE 3
 PANAMA CITY, FL 32381
 Phone (850) 434-6666 Fax (850) 434-6661
 Email: pitman@pitmanand.com

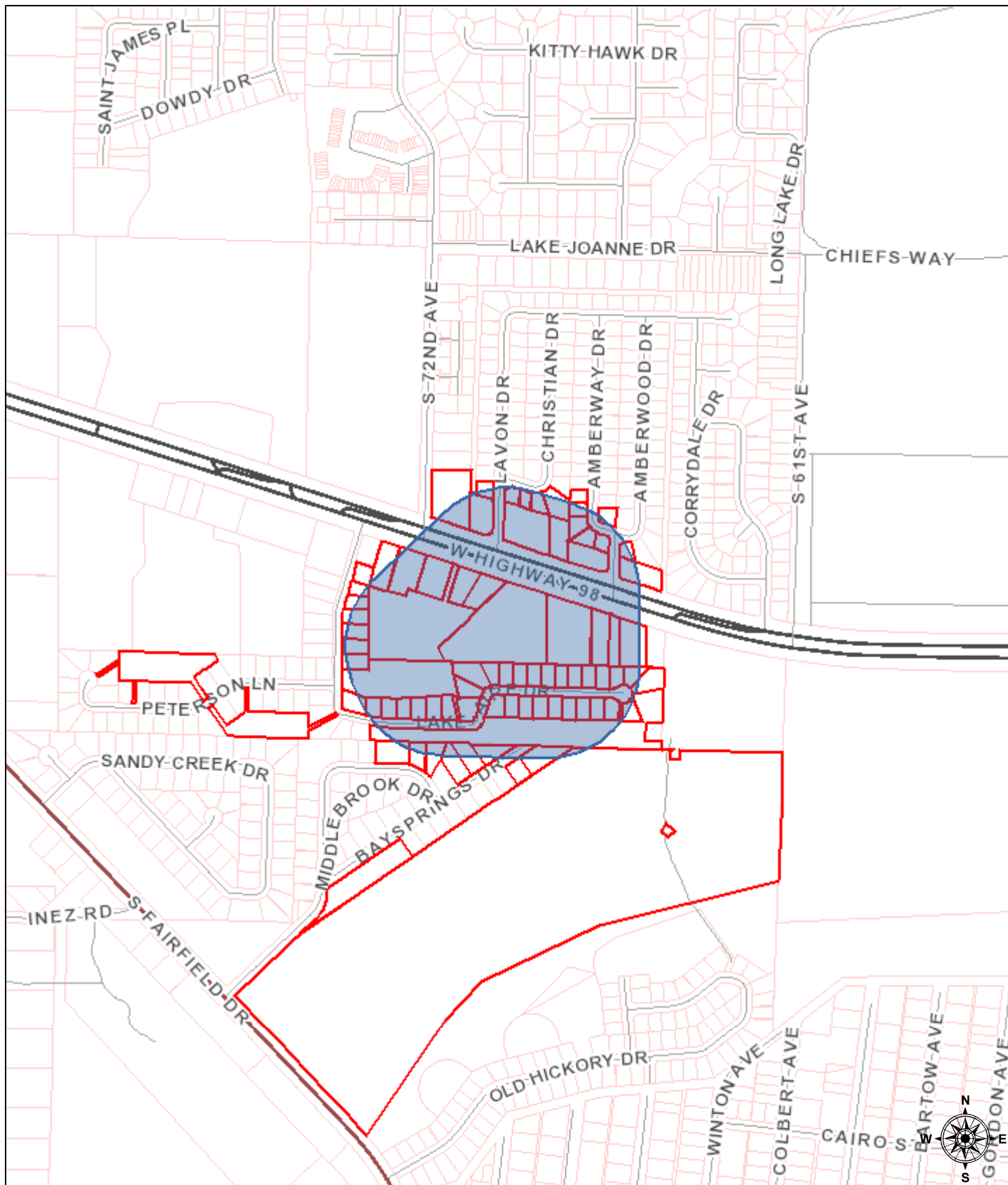
I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5A-17.050, 5A-17.051 and 5A-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
 David D. Glaze
 PSM #5605

Walter J. Glaze
 PSM #6190

SHEET	1
OF	1
File No.	C-7536
Job No.	26454-16
Scale	1" = 30'
Date of Survey	8-31-2016
Date of Plat	8-31-2016
Date of Revision	
FB	1545 PG 46-54
PC	
Drawn by	F.M.J.
Checked By	K.L.G.

Mailing List Map



September 12, 2016

polygonLayer

 Override 1

polygonLayer

Override 1

Streets


 PRINCIPAL ARTERIAL

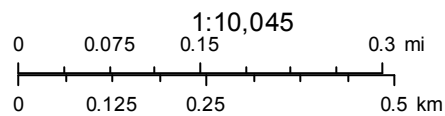
 MINOR ARTERIAL

 COLLECTOR

 LOCAL ROAD

 Parcels

 County Outline



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

YATES GREGORY H & DONNA G
1299 POINT EAST CIR
GULF BREEZE, FL 32561

MAZZACANE CHRISTOPHER A
798 TEAL RD N
MARTINSBURG, WV 25405

IVINS ROBERT D SR
806 CHRISTIAN DR
PENSACOLA, FL 32506

ANGELES VIOLETA
804 CHRISTIAN DR
PENSACOLA, FL 32506

COVAN JAMES E JR
7010 HIGHWAY 98 WEST
PENSACOLA, FL 32506

SCHNEIDER DEREK
1515 CALLE DE STUARDA
SAN JOSE, CA 95118

SCHUCK LEIGHTON C &
815 AMBERWAY DR
PENSACOLA, FL 32506

OH SANG SIK & JUNG SOOK
1189 TUMBLEWEED RUN
TALLAHASSEE, FL 32311

MARTINEZ NATIVIDAD P
801 AMBERWOOD DR
PENSACOLA, FL 32506

MORENCY JAMES M
2956 BRECKENRIDGE DR
PENSACOLA, FL 32526

COVAN JAMES E JR
7010 HWY 98 W
PENSACOLA, FL 32506

WILLIAMS KENNETH J II & TINA M
807 AMBERWAY DR
PENSACOLA, FL 32506

FESTA MARC L
BOX 70 UNIT 5630
DPO, AE 09727

DELEON THEODORE &
804 AMBERWOOD DR
PENSACOLA, FL 32506

STARKEY ANDREW E &
803 AMBERWAY DR
PENSACOLA, FL 32506

ALL SAINTS REAL ESTATE INC
4400 BAYOU BLVD STE 58B
PENSACOLA, FL 32503

POSTON JOSEPH B &
5440 COVENTRY AVE
PENSACOLA, FL 32526

JAY MINDY C ADSHEAD
800 AMBERWOOD DR
PENSACOLA, FL 32506

KMETZ ERIC J & CLARA D
531 CORRYDALE DR
PENSACOLA, FL 32506

ROBERTS DONNA A
4028 EMBERS LANDING
PENSACOLA, FL 32505

WALKER KEVIN J & LINDA M
2411 BUENA VISTA ST
PENSACOLA, FL 32503

OPENA TONY N & MODELINA M
541 CORRYDALE DR
PENSACOLA, FL 32506

WARRINGTON VETERINARY CLINIC INC
7197 HWY 98 W
PENSACOLA, FL 32506

GUTERMUTH ELIZABETH C
551 CORRYDALE DR
PENSACOLA, FL 32506

B & M ENTERPRISES LLC
6715 HWY 98 W
PENSACOLA, FL 32506

B & M ENTERPRISES LLC
6715 HWY 98 W
PENSACOLA, FL 32506

B & M ENTERPRISES LLC
6715 HWY 98 W
PENSACOLA, FL 32506

B & M ENTERPRISES LLC
6715 HWY 98 W
PENSACOLA, FL 32506

LAW JAMES B &
952 LAKE AIRE DR
PENSACOLA, FL 32506

SGARLATA WILLIAM J & MARGARET E
964 LAKE-AIRE DR
PENSACOLA, FL 32506

LA FOUNTAINE SHARON L
970 LAKE AIRE DR
PENSACOLA, FL 32506

ALVEREZ EVELYN T
976 LAKE AIRE DR
PENSACOLA, FL 32506

PETERSON JOHN W &
982 LAKE-AIRE DR
PENSACOLA, FL 32506

NGUYEN LOI TANG
988 LAKE AIRE DR
PENSACOLA, FL 32506

MASSRY FLORIDA L C
255 WASHINGTON AVE EXT
ALBANY, NY 12205

CARREON NESTOR M & ALICIA L
994 LAKE AIRE DR
PENSACOLA, FL 32506

BANTUGAN RICARDO R &
1000 LAKE AIRE DR
PENSACOLA, FL 32506

DALE DAVID A &
1006 LAKE AIRE DR
PENSACOLA, FL 32506

WILSON VINH V &
1018 LAKE AIRE DR
PENSACOLA, FL 32506

VARGAS DANIEL R
320 LILIUOKALANI AVE
HONOLULU, HI 96815

CARAMBAS ALEX &
969 LAKE AIRE DR
PENSACOLA, FL 32506

BROWN ROBERT J JR
975 LAKE AIRE DR
PENSACOLA, FL 32506

COTTON JOEL N & JILL R
981 LAKE AIRE DR
PENSACOLA, FL 32506

LEE DARRYL E JR
987 LAKE-AIRE DR
PENSACOLA, FL 32506

WILSON HARVEY Q
993 LAKE AIRE DR
PENSACOLA, FL 32506

BARNEY BRUCE A
999 LAKE AIRE DR
PENSACOLA, FL 32506

LEVITT CHRISTOPHER &
1005 LAKE AIRE DR
PENSACOLA, FL 32506

WANSLEY SUSAN C
7108 BAYSPRINGS DR
PENSACOLA, FL 325065962

MASSRY FLORIDA L C
255 WASHINGTON AVE
ALBANY, NY 12205

GODWIN KIMBERLY R
958 LAKE AIRE DR
PENSACOLA, FL 32506

LAKE AIRE PROPERTIES LLC
7414 CAMALE DR
PENSACOLA, FL 32504

MAYBERRY JAMES E & CAROL J
934 LAKE AIRE DR
PENSACOLA, FL 32506

PURDY JAMES C & JUANITA
947 LAKE AIRE DR
PENSACOLA, FL 32506

DAVIS SUSAN EDWARDS
1012 LAKE AIRE DR
PENSACOLA, FL 32506

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