

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
April 19, 2017–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.
4. Proof of Publication and waive the reading of the legal advertisement.
5. Approval of Resume Minutes.
 - A. Approval of the March 15, 2017 Resume Minutes.
6. **Consideration of the following cases:**
 - A. **Case No.: V-2017-01**
Address: 7991 Doublegate Drive
Request: Variance to the required 15' rear setback to allow for a 12' deck
Requested by: Patricia Apostolides, Owner
 - B. **Case No.: V-2017-02**
Address: 3295 Barrancas Avenue
Request: Variance to allow increase in height of proposed sign from 6 feet to 12 feet
Requested by: Nicholas Schumm, Agent for Diocese of Pensacola, Owner
 - C. **Case No.: CU-2017-05**
Address: 1525 E. Nine Mile Road

Request: Conditional Use to allow a Mural Sign on a commercial building

Requested by: Brad Moore, Agent for Walmart, Owner

D. **Case No.: CU-2017-06**

Address: 117 Pace Parkway

Request: Conditional use to allow an assisted living facility in LDMU zoning district

Requested by: James E. "Skip" Butler, Jr., Agent for International Paper Company, Owner

E. **Case No.: CU-2017-07**

Address: 600 Highway 297-A

Request: Conditional use to allow construction of a 180' monopole communication tower in (Ind) zoning district

Requested by: Steven Griffin, Agent for Gulf Power Company, Owner

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, May 17, 2017 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

Board of Adjustment

5. A.

Meeting Date: 04/19/2017

Attachments

DRAFT 03/15/17 Meeting Minutes

DRAFT

RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD March 15, 2017

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:30 A.M. – 8:46 A.M.)

Present: Auby Smith
Bill Stromquist
Jesse Casey
Judy Gund

Absent: Frederick J. Gant
Jennifer Rigby
Mark Robinson

Staff Present: Kristin Hual, Assistant County Attorney
Andrew Holmer, Division Manager, Planning & Zoning
John Fisher, Senior Urban Planner, Planning & Zoning
Denise Halstead, Administrative Supervisor

REGULAR BOA AGENDA

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

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

Motion by Vice Chairman Bill Stromquist, Seconded by At Large Member Jesse Casey

The clerk provided proof of publication and motion was made to accept.

Vote: 4 - 0 Approved - Unanimously

5. Approval of the February 15, 2017 Resume Minutes.

Motion by Vice Chairman Bill Stromquist, Seconded by At Large Member Jesse Casey

Motion was made to approve the February 15, 2017 Resume' Minutes.

Vote: 4 - 0 Approved - Unanimously

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

0. **Case No.: CU-2017-04**

Address: 10650 Gulf Beach Highway

Request: Conditional Use to Allow Future Building Expansion in MDR Zoning

Requested by: David Fitzpatrick, P.E., Agent for Diocese of Pensacola/Holy Spirit Catholic Church, Owner

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

No BOA member acknowledged visiting the site.

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

Motion by Vice Chairman Bill Stromquist, Seconded by At Large Member Jesse Casey

Motion was made to accept Staff Findings and approve the Conditional Use as requested with the following condition:

This project must meet any conditions imposed through the Site Plan Review process.

Vote: 4 - 0 Approved - Unanimously

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, April 19, 2017 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Meeting was adjourned at 8:46 a.m.

Audio cd of this meeting available upon request.

Board of Adjustment

6. A.

Meeting Date: 04/19/2017
CASE: V-2017-01
APPLICANT: Patricia Apostolides, Owner
ADDRESS: 7991 Doublegate Drive
PROPERTY REFERENCE NO.: 14-3S-32-2100-000-120
ZONING DISTRICT: PR-PK, Planned Resort district, Perdido Key
FUTURE LAND USE: MU-PK, Mixed-Use Perdido Key

SUBMISSION DATA:

REQUESTED VARIANCE:

The applicant is requesting a variance to the rear setback for a deck.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 3-4.8(d)(7)(a)

Structure setbacks.

Front & rear. Twenty feet in the front and 15 feet in the rear.

CRITERIA

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

CRITERION (1)

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

FINDINGS-OF-FACT

The applicant did not provide any specific language addressing the nature of the hardship. The home is currently being built in an approved platted subdivision. Staff does not find any special conditions unique to this site.

CRITERION (2)

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

FINDINGS-OF-FACT

Staff does not find special conditions unique to this site.

CRITERION (3)

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

FINDINGS-OF-FACT

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

CRITERION (4)

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

FINDINGS-OF-FACT

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

CRITERION (5)

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

FINDINGS-OF-FACT

The site in question is in a platted subdivision where all lots have the same setback regulations. Adding a deck is not the minimum necessary to make use of the land, building, or structure.

CRITERION (6)

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

FINDING OF FACT:

Granting the requested variance will not be consistent with the general intent and purpose of the Land Development Code.

STAFF RECOMMENDATION

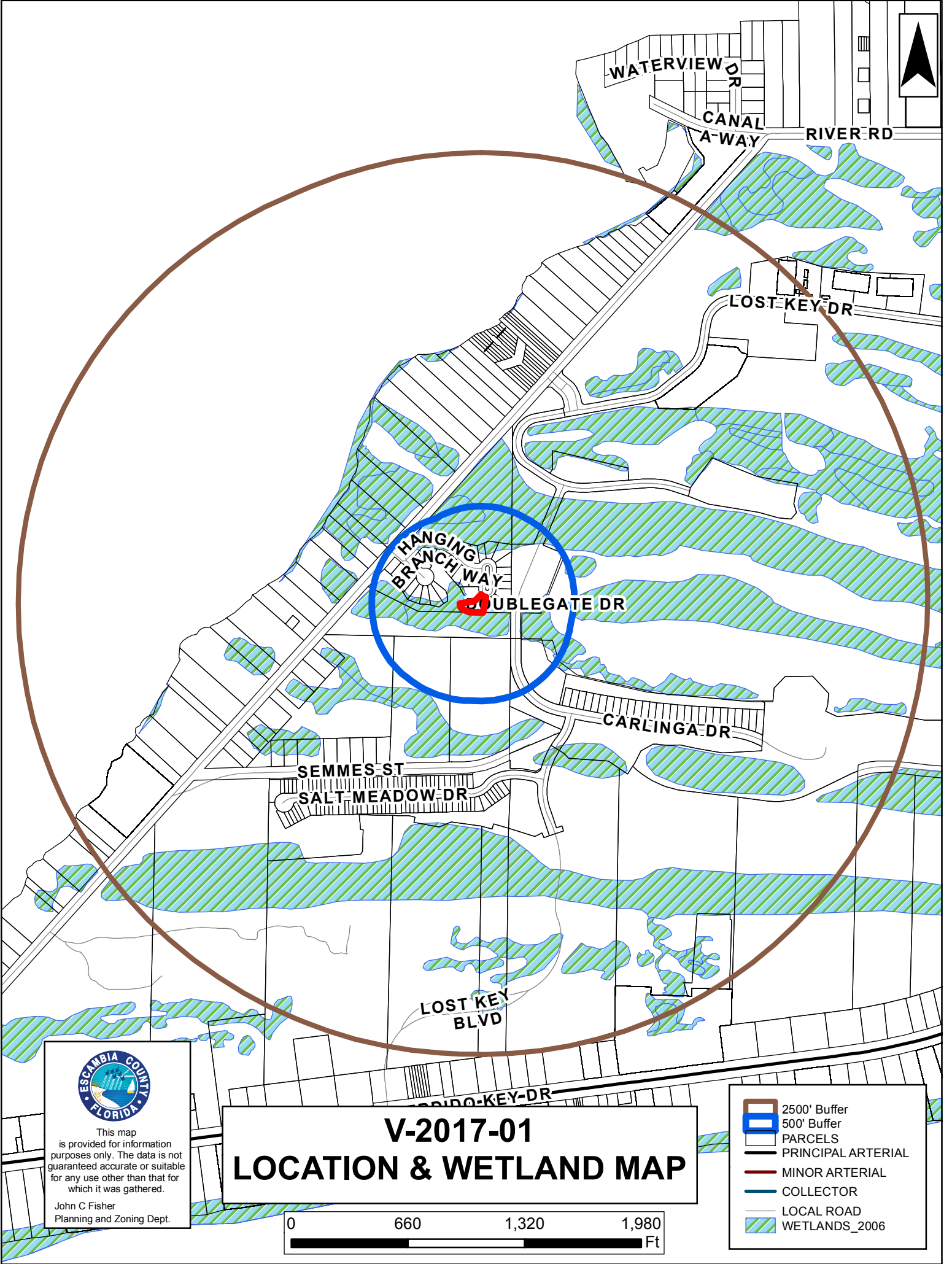
Staff finds that the request does not meet any of the required criteria and recommends denial.

Attachments

V-2017-01

V-2017-01

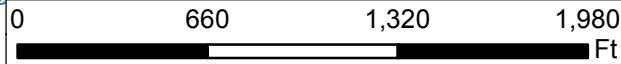
7991 Doublegate











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.

John C Fisher
Planning and Zoning Dept.

V-2017-01 LOCATION & WETLAND MAP



-  2500' Buffer
-  500' Buffer
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  WETLANDS_2006



MDR-PK

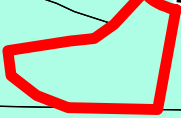
LOS
KEY D

RIVER RD

HANGING
BRANCH WAY

ARBORGATE DR

DOUBLEGATE DR



PR-PK

CARLINGA DR

KEY D

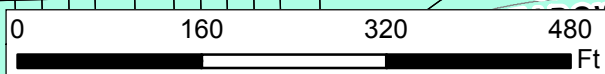
V-DR










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John C Fisher
Planning and Zoning Dept.

V-2017-01 ZONING MAP



-  2500' Buffer
-  500' Buffer
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



REC

LOS
KEY D

RIVER RD

HANGING
BRANCH WAY

ARBORGATE DR

DOUBLEGATE DR

MU-PK

CARLINGA DR

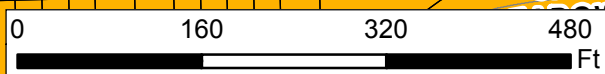
KEY D



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John C Fisher
Planning and Zoning Dept.

V-2017-01 FLU MAP



- 2500' Buffer
- 500' Buffer
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

KEY D



HANGING
BRANCH WAY

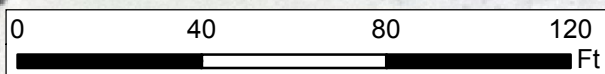
DOUBLEGATE DR



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.

John C Fisher
Planning and Zoning Dept.

V-2017-01 AERIAL MAP



- PARCELS
 - PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
- Escambia_2016_Aerials.ecw**
- RGB**
- Red: Red
 - Green: Green
 - Blue: Blue



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>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: V-2017-01 Accepted by: _____ BOA Meeting: 4/19/17

Condition Use Request for: N/A

Variance Request for: BUILDING + COVERED DECK w/1 Setback

1. Contact Information:

A. Property Owner/Applicant: Patricia Apostolides + Paul Schuch
 Mailing Address: 25910 Conal RD Stab #298 Orange Beach
 Business Phone: _____ Cell: 850-288-2764 DL. 36561
 Email: paapostolides1@gmail.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: 7991 Double Gate DR Pensacola
 Parcel ID (s): Lot 1012 PARADISO GARDENS FL 32507
14-35-32-2100-000-126

B. Total acreage of the subject property: .20 ±

C. Existing Zoning: Res PR-PK
 FLU Category: MU-PK

D. Is the subject property developed (if yes, explain): Yes
D.R. Horton is building the home now

E. Sanitary Sewer: X **Septic:** _____

3. Amendment Request

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

Would like to build a covered Deck extending 12' out from the rear of the house. This will extend (partially) into the 15' setback by approx 9' at one corner

B. For Variance Request – Please address ALL the following approval conditions for your Variance request. (use supplement sheets as needed)

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

Home has an odd-shaped lot. It is "L" shaped, while most other lots in the subdivision are more rectangular shaped.

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

~~Due to~~ Due to the odd shape of the lot we are requesting a variance in order to have a symmetrical Deck adjacent to the home

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

~~YES~~ NO - Due to other homes in the area having the ability to enjoy deck adjacent to their homes

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

Other home in the subdivision have smaller lots that do not have a 15' setback. Most backyards are 16' total - see Attachment A

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

YES - Due the Deck being a continuation of the home

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

YES

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/board-adjustment> or contact us at 595-3448

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.

Patricia Apostolides
Signature of Owner/Agent

Paul Schuch
Signature of Owner

Patricia Apostolides
Printed Name Owner/Agent

Paul Schuch
Printed Name of Owner

2/28/17
Date

2/28/17
Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 28 day of February 20 17, by Patricia & Paul Apostolides Schuch

Personally Known OR Produced Identification . Type of Identification Produced: Colorado Drivers License

Kristi L Korte
Signature of Notary

Kristi L Korte
Printed Name of Notary (notary seal)



Arborgate at Perdido Gardens

Attachment Δ

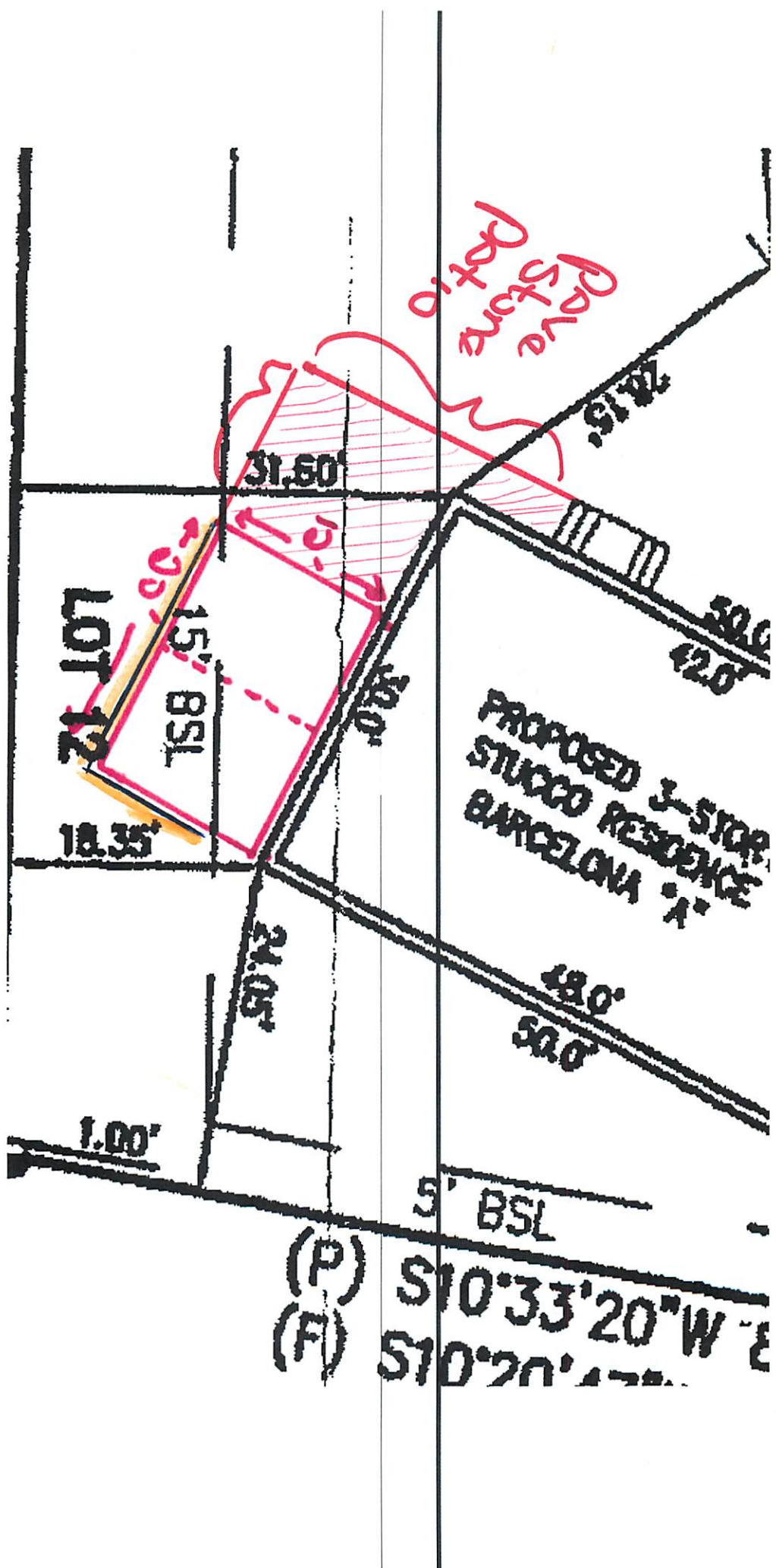


D·R·HORTON®
America's Builder



Drawing is an artist's rendering is approximate for illustration purposes only. Lot layout, size, and measurements are based on information available at the time of printing and are subject to change without notice or obligation. A recorded plat may be made available upon request. Home layout on lot is solely at seller's discretion. 04-29-2015

- - - - is WICU point or Roof
 ——— is 1/2 walls (2 sides)





ADDENDUM 1
BUILDER'S REFERRAL INCENTIVES AND CONTRIBUTIONS ADDENDUM

This **ADDENDUM** is attached to and made a part of that Home Purchase Agreement between **D.R. Horton, Inc.**, a Delaware corporation, as Seller, and **Patricia Apostolides and Paul Schuch** as Purchaser (the "Purchase Agreement"), regarding that parcel of real estate located in **ESCAMBIA** County, **FL**, briefly described as Lot 1012, **PERDIDO GARDENS**, and referred to in the Purchase Agreement as the "Lot." All terms defined in the main text of the Purchase Agreement shall have the same meanings when used in this Addendum. This Addendum, together with the Purchase Agreement, constitutes the sole and entire agreement between Seller and Purchaser with regard to any incentives, allowances, adjustments, credits, discounts, rebates or other contributions of any kind or amount (collectively, the "Referral Incentives and Contributions") made, or to be made, by Seller to Purchaser in connection with Seller's referral of Purchaser to **SELLER'S PREFERRED MORTGAGE LENDER(S) DESCRIBED BELOW** ("PREFERRED LENDER"), and there are no agreements regarding such Referral Incentives and Contributions, whether written or unwritten, expressed or implied, between the parties except as set forth in this Addendum. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the main text of the Purchase Agreement, the terms and provisions of this Addendum shall control.

Purchaser acknowledges receipt of that document entitled "Notice of Seller's Business Affiliations" (the "Affiliation Notice"), and Purchaser confirms its understanding that Seller has an affiliation with DHI Mortgage Company, Ltd. ("DHI Mortgage") and that Purchaser is not required to use DHI Mortgage or any Preferred Lender (described below) as a condition of Purchaser's purchase of the Property or Purchaser's access to settlement services in connection with the purchase of the Property. The parties state, acknowledge and agree as follows:

1. Seller shall provide for the benefit of Purchaser the Referral Incentives and Contributions listed in Section 2 below, **provided that** Purchaser chooses to use PREFERRED LENDER to finance the purchase of the Property and **provided that** each and all of the following occur:

- a. Purchaser applies to PREFERRED LENDER for a mortgage loan to finance the purchase of the Property within the timeframe provided under Section 2(b) of this Purchase Agreement;
- b. Purchaser's loan application is approved by PREFERRED LENDER, and PREFERRED LENDER actually funds the loan and finances the purchase of the Property;
- c. Purchaser closes on the purchase of the Property on or before the final date and time for Closing set by Seller pursuant to subsection 16(a) of the Purchase Agreement; and
- d. Purchaser uses DHI Title of Florida, Inc. to act as settlement agent and close the purchase of the Property.

2. Provided that all the above conditions are satisfied and met in a timely manner, Purchaser shall be entitled to a contribution from Seller towards Purchaser's closing costs in an amount up to **\$5,000.00**. This contribution, up to the applicable limit, shall be applied against closing costs actually charged to Purchaser, in the following order (as applicable):

- | | | |
|-----------------------------------|----------------------------------|----------------------------|
| (1) Origination Charge /Fee | (4) Transfer Taxes | (7) Escrow/Settlement Fees |
| (2) Discount points | (5) Unfinanced Loan Program Fees | (8) Appraisal Fees |
| (3) Unfinanced Mortgage Insurance | (6) Lenders Title Policy Fees | (9) MCC Fees |

If any of the maximum amount of contribution remains unapplied after payment of all of the above listed closing costs, then the remainder shall be applied against other usual and customary closing costs actually charged to Purchaser by other settlement service providers. Notwithstanding the foregoing: (i) any contribution by Seller to Purchaser's closing costs shall be subject to Purchaser's loan program and any lender guidelines or restrictions, (ii) no portion of the maximum amount of contribution may be applied as a credit to, or in partial payment of, the Purchase Price of the Property or disbursed to Purchaser, and (iii) any unapplied portion of the maximum amount of contribution shall be forfeited by Purchaser.

3. The Preferred Lender relating to this Builder's Referral Incentive and Contributions Addendum is DHI Mortgage. More information regarding DHI Mortgage is available at: www.dhimortgage.com.

Purchaser's decision to use any lender other than PREFERRED LENDER will not affect any concessions, incentives or discounts offered by Seller for the purchase of the Property other than the closing cost contributions described in Section 2 above.

IN WITNESS WHEREOF, THE UNDERSIGNED, HAVING READ AND REVIEWED THIS ADDENDUM, HAVE SIGNED THIS ADDENDUM ON THE DATE SHOWN BELOW.

Purchaser:

DocuSigned by:
Patricia Apostolides
20E0290DC2D9482... 4/17/2016
Buyer: Patricia Apostolides Date

DocuSigned by:
Paul Schuch
20E0290DC2D9482... 4/17/2016
Co-Buyer: Paul Schuch Date

Seller:

D.R. Horton, Inc., a Delaware corporation
DocuSigned by:
Francis E Rivers
A092C9C28C88469... 4/18/2016
Francis E Rivers Date
Officer, D.R. Horton



**ADDENDUM 2
NEW CONSTRUCTION ADDENDUM**

This Addendum is attached to and made a part of that Home Purchase Agreement (the "Agreement") between Patricia Apostolidis and Paul Schuch as Purchaser and D.R. Horton, Inc., a Delaware corporation, as Seller, regarding that parcel of land located in ESCAMBIA County, Florida, briefly described as Lot 1012-PERDIDO GARDENS, and referred to in the Agreement as the "Lot." All terms defined in the main text of the Agreement shall have the same meanings when used in this Addendum. Purchaser and Seller further agree as follows:

1. **CONSTRUCTION OF HOUSE.** Prior to Closing, Seller shall construct a single-family detached townhouse residence (the "House") on the Lot. Seller shall not be required to commence construction of the House unless and until: (a) the Loan has been approved by Purchaser's lender to Seller's satisfaction; (b) Purchaser has paid all amounts then due to Purchaser's lender and to Seller; (c) all contingencies to Purchaser's performance hereunder have been satisfied or removed to Seller's satisfaction; and (d) Purchaser has completed its selection of all colors and options for the House.
2. **HOUSE PLAN.** Seller shall construct the House according to the BARC Plan, Elevation A, including those features listed on that Included Features List attached hereto as Exhibit A and incorporated herein, on a slab basement crawlspace (collectively, the "Base Plan"). Seller's obligation to construct the House shall be contingent on Seller's ability: (a) to place the House on the Lot without obtaining variances from any set-backs or other dimensional requirements, and (b) to construct the House on the Lot without incurring abnormal costs for foundation, slab or structural support walls. If Seller determines that either of these contingencies cannot be satisfied to Seller's satisfaction, then Seller may terminate this Agreement upon written notice to Purchaser, in which event the Earnest Money and the Option Money (if any) shall be refunded to Purchaser. Seller shall determine the placement and orientation of the House on the Lot in Seller's sole discretion. Purchaser acknowledges that the House shall be handmade and unique, and that although the House shall be based on the Base Plan, variations from the Base Plan will occur. Seller shall not be responsible for such variations from the Base Plan. Purchaser also acknowledges that brochures, models and displays used by Seller's sales agents are for general illustrative purposes only, and are not to be relied upon as representations of actual locations, dimensions, specifications or finished products. Subject only to the provisions of Sections 14 and 21 of this Agreement, Closing shall constitute acceptance of the House by Purchaser AS BUILT, and Purchaser hereby waives any right to object to any variation in construction from the Base Plan after Closing.
3. **HEATING AND AIR CONDITIONING.** The House shall be adequately and efficiently heated and air-conditioned with equipment having at least the minimum specifications for the House as established by Load Calculations, Manual J, of the Air-Conditioning Contractors of America, current edition. The clothes dryer shall vent to the outside.
4. **INSULATION.** Insulation shall be installed in the House to at least the following minimum standards: (a) exterior walls, excluding exterior garage walls, to be insulated with BATT insulation to a thickness of 3 5/8 inches which will, according to the manufacturer, yield an R-value of 13; (b) ceilings below attic areas to be insulated with BLOWN insulation to a thickness of 13 inches which will, according to the manufacturer, yield an R-value of 30; (c) vaulted ceilings to be insulated with BATT insulation to a thickness of 6 1/4 inches which will, according to the manufacturer, yield an R-value of 19; and (d) floor overhangs to be insulated with BATT insulation to a thickness of 3 5/8 inches which will, according to the manufacturer, yield an R-value of 13.
5. **PURCHASE PRICE.** The base price for the House, constructed on a lot in PERDIDO GARDENS according to the Base Plan, is Four Hundred Twenty Six Thousand Nine Hundred and 00/100 (the "Base Price"). The premium charged for the Lot (the "Lot Premium") is Thirty Thousand and 00/100. The total price of all options selected by Purchaser as of the Effective Date of the Agreement is Three Thousand Nine Hundred Twenty Five and 00/100 (see Exhibit B attached hereto and incorporated herein for an itemization of those options and their prices). Therefore, the initial Purchase Price for the Property, as stated in Section 2 of the Agreement, is:

| | |
|----------------------|--------------|
| Base Price | \$426,900.00 |
| Plus Lot Premium | \$30,000.00 |
| Plus Options | \$3,925.00 |
| Total Purchase Price | \$445,825.00 |

The Purchase Price is subject to adjustment by amendment to this Agreement as provided herein.

6. MANDATORY SELECTION MEETING; OPTION MONEY.

- a. Within 10 working days of the Effective Date of this Agreement, Purchaser and Seller's representative will meet at Seller's Design Center, located at Seller's office at the Model Home in PERDIDO GARDENS, to select and confirm all options to be used in the construction of the House, including all colors and finishes. Seller shall schedule this meeting (the "Selection Meeting") during normal working hours and shall give Purchaser at least twenty-four (24) hours prior notice of the scheduled date and time by telephone and/or email. If Purchaser fails to attend the Selection Meeting and complete selection of all options at the Selection Meeting, then Seller may terminate this Agreement upon written notice to Purchaser, in which event Seller shall retain all Earnest Money. At the conclusion of the Selection Meeting, Seller and Purchaser shall execute a First Amendment to this Agreement which shall specify all options chosen by Purchaser and any corresponding change to the Purchase Price. If the total cost of all non-structural options chosen by Purchaser at the Selection Meeting exceeds \$0, then Purchaser shall pay to Seller, at the time of execution of the First Amendment, the full amount of that excess (the "Option Money").
 - b. Any Option Money paid to Seller at any time shall not be held in escrow, and shall be nonrefundable to Purchaser except in the event of: (1) breach of this Agreement by Seller, or (2) termination of this Agreement by Seller pursuant to Section 2 above. Upon Closing, all Option Money previously paid to Seller shall be credited to Purchaser against the Purchase Price. If Seller omits any option from the construction of the House, Purchaser shall be entitled to an additional credit at Closing against the Purchase Price in the amount of the specified price of the omitted option. Failure by Seller to install an option, including any of the options on Exhibit B, shall not constitute a breach of this Agreement by Seller, and Purchaser shall have no rights or remedies resulting from such failure except the right to a credit at Closing.
7. **CHANGES.** Seller shall not be required to allow any changes to Purchaser's selection of options after the execution of the First Amendment to this Agreement. If Purchaser requests a change in options and Seller agrees to the change, Purchaser shall pay to Seller a Change Fee in the amount of Two Hundred Fifty Dollars (\$250.00) for each such change at the time the request is approved by Seller. Any Change Fee paid shall be nonrefundable and shall not be credited against the Purchase Price. Any changes to options shall not be effective unless evidenced by a written amendment to this Agreement. At the time of execution of that amendment, Purchaser shall pay to the Seller the total increase in the Purchase Price resulting from the change in options as additional Option Money.
8. **COMPLETION.** Subject to the contingencies stated herein, Seller shall complete construction of the House prior to Closing. Seller shall construct the House according to all applicable governmental codes and regulations. Seller reserves the right to substitute materials or items to be used in the construction of the House with materials or items of equal or comparable value. Construction of the House shall be deemed complete when a certificate of occupancy is issued for the House by the applicable governmental authority. Seller shall deliver the completed House to Purchaser at Closing in "broom-clean" condition, ready to occupy. The House and Lot shall be free of all trash and debris.
9. **PURCHASER'S INQUIRIES.** Purchaser shall direct all inquiries and questions to Seller's on-site associate. The on-site associate will provide Purchaser with timely responses; however, the associate does not and shall not have authority to change the terms of this Agreement in any manner. This Agreement may be changed or modified only by a written amendment duly executed by both Purchaser and Seller. Purchaser acknowledges that Seller's sales associates, superintendents, closing staff, warranty staff and other employees do not have authority to modify this Agreement. Only an authorized corporate officer of Seller may modify this Agreement on Seller's behalf.

Purchaser:
 DocuSigned by:
Patricia Apostolidis
 20E0290C2D9482... 4/17/2016
Buyer: Patricia Apostolidis Date
 DocuSigned by:
Paul Schuch
 20E0290C2D9482... 4/17/2016
Co-Buyer: Paul Schuch Date
 DocuSigned by:
Scarlett J Godfrey
 DD108F834DD242C... 4/17/2016
Sales Rep: Scarlett Johnson Godfrey Date

Seller:
D.R. Horton, Inc., a Delaware corporation
 DocuSigned by:
Francis E Rivers
 A092C9C28C66469... 4/18/2016
Francis E Rivers Date
Officer, D.R. Horton



**ADDENDUM 3
ENERGY EFFICIENCY**

This Energy Efficiency Addendum ("Addendum") is attached to and forms a part of that certain Home Purchase Agreement ("Contract") by and between **D.R. Horton, Inc., a Delaware corporation** ("Seller") and **Patricia Apostolides and Paul Schuch** ("Purchaser(s)") for the purchase and sale of the Property. If there is a conflict between the Contract and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

By executing this Addendum, Purchaser hereby acknowledges receipt of the following: (a) Energy Information Brochure FSEC-EB-1, as required by Section 553.996, Florida Statutes; and (b) the form of Energy Performance Level ("EPL") Display Card, as required pursuant to Section 553.9085 of the Florida Statutes. At or prior to Closing, Purchaser may request a copy of the completed EPL Display Card for the Property by providing written notice of such request to Seller.

Purchaser hereby acknowledges and agrees that the EPL for the Property is an estimate only. Seller does not warrant or guarantee that the Property as built or as used by its occupants will achieve the stated EPL score. Any energy rating score may or may not factor in all options and/or upgrades available to be installed in the home. As a home and its equipment ages, the EPL for that home will change, as a home can become less energy efficient over time. Seller does not warrant or guarantee the monthly or annual utility bills for the Property. The actual amount of energy costs will vary from month-to-month and may vary significantly due to many factors including, but not limited to, the number of individuals living in the Property, energy conservation practices, utility rates and fees, the directional siting of the Property, maintenance of the Property, use of appliances, options and upgrades installed by Seller and other modifications to the Property, indoor temperature preferences and the weather.

Purchaser acknowledges that Seller has no duty to update and will not update this Addendum or the information covered in this Addendum.

EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ THIS ADDENDUM TO THE CONTRACT AND UNDERSTANDS THE TERMS, CONDITIONS, AND LIMITATIONS CONTAINED HEREIN.

Purchaser:

DocuSigned by:
Patricia Apostolides
20E0296DC2D9482...
4/17/2016
Date

Buyer: Patricia Apostolides

DocuSigned by:
Paul Schuch
20E0296DC2D9482...
4/17/2016
Date

Co-Buyer: Paul Schuch

Seller:

D.R. Horton, Inc., a Delaware corporation

DocuSigned by:
Francis E Rivers
A092C9C2B066409...
4/18/2016
Date

Francis E Rivers
Officer, D.R. Horton



**ADDENDUM 4
HOMEOWNERS ASSOCIATION DISCLOSURE SUMMARY**

This **ADDENDUM** is attached to and made a part of that Home Purchase Agreement between **D.R. Horton, Inc.**, a Delaware corporation, as Seller, and **Patricia Apostolides and Paul Schuch** as Purchaser (the "Purchase Agreement"), regarding that parcel of real estate located in **ESCAMBIA County, FL**, briefly described as Lot 1012, **PERDIDO GARDENS** (the "Community"), and referred to in the Purchase Agreement as the "Lot." All terms defined in the main text of the Agreement shall have the same meanings when used in this Addendum. Seller and Purchaser also agree as follows:

- 1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
- 2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- 3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS **3180** PER YEAR. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS PER YEAR.
- 4. IN ADDITION TO THE REGULAR ASSESSMENT, YOU MAY BE REQUIRED TO PAY AN INITIAL FEE OR ASSESSMENT TO THE ASSOCIATION AT CLOSING. SUCH INITIAL FEES OR ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS **TBD**.
- 5. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- 6. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- 7. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS PER YEAR.
- 8. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- 9. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- 10. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.
- 11. THE DECLARATION AND OTHER ASSOCIATION GOVERNING DOCUMENTS MAY BE AMENDED FROM TIME TO TIME AS PROVIDED THEREIN, AND THE AMOUNTS TO BE PAID BY YOU TO THE ASSOCIATION MAY CHANGE AT ANY TIME.

IN WITNESS WHEREOF, THE UNDERSIGNED, HAVING READ AND REVIEWED THIS ADDENDUM, HAVE SIGNED THIS ADDENDUM ON THE DATES SHOWN BELOW.

Purchaser:

DocuSigned by:
Patricia Apostolides
20E0299DC2D9482... 4/17/2016
Date

Buyer: Patricia Apostolides
DocuSigned by:
Paul Schuch
20E0299DC2D9482... 4/17/2016
Date

Co-Buyer: Paul Schuch Date

Seller:

D.R. Horton, Inc., a Delaware corporation

DocuSigned by:
Francis E Rivers
A092C9C28C86489... 4/18/2016
Date

Francis E Rivers
Officer, D.R. Horton



**ADDENDUM 8
SPECIAL STIPULATIONS ADDENDUM**

This ADDENDUM is attached to and made a part of that Home Purchase Agreement (the "Agreement") between **D.R. Horton, Inc.**, a Delaware corporation, as Seller, and **Patricia Apostolides and Paul Schuch**, as Purchaser, regarding that parcel of real estate located in ESCAMBIA County, FL, briefly described as Lot 1012, PERDIDO GARDENS and referred to in the Agreement as the "Lot." All terms defined in the main text of the Agreement shall have the same meanings when used in this Addendum. Notwithstanding any other provision of the Agreement, Seller and Purchaser agree as follows:

1. In the event of a conflict between the terms and provisions of the main text of the Agreement and the terms and provisions of this Addendum 8, the terms and provisions of this Addendum 8 shall control.
2. Due to higher cost finishes, features and /or custom upgrades to be included in the home,(that appraiser(s) may not assign value too) buyer(s) agree to the following: That should the appraised value be less than the contract price, buyers will deliver any additional cash down payment necessary to meet lenders loan to value requirements.
3. Buyer(s) acknowledge and agree that any proposed closing or home completion dates discussed or written are only estimated dates, which may change due to the construction process.
4. Seller to provide written ARC approval for Buyers fence specifications and location that were submitted on 4/13/2016.
5. N/A

IN WITNESS WHEREOF, THE UNDERSIGNED, HAVING READ AND REVIEWED THIS ADDENDUM, HAVE SIGNED THIS ADDENDUM ON THE DATES SHOWN BELOW.

Purchaser:
 DocuSigned by:
Patricia Apostolides
 20E0299DC2D9482... 4/17/2016

Buyer: Patricia Apostolides Date

DocuSigned by:
Paul Schuch
 20E0299DC2D9482... 4/17/2016

Co-Buyer: Paul Schuch Date

Seller:
D.R. Horton, Inc., a Delaware corporation

DocuSigned by:
Francis E Rivers
 A092C9C28C86469... 4/18/2016

Francis E Rivers Date

Officer, D.R. Horton

DocuSigned by:
Scarlett J Godfrey
 D0108F834D0242C... 4/17/2016

Sales Rep: Scarlett Johnson Godfrey Date

We apologize for this inconvenience but we need your permission! D.R Horton has negotiated special savings on ADT security services for your home. Due to Federal "Do Not Call" and "Do Not Email" regulations, we cannot tell you about these great offers without your consent. Please take a few moments to provide us with your contact information and contact consent below.

Thanks and congratulations on your new home!

Express Written Consent Form ADT LLC Marketing Authorization

I, the undersigned, hereby authorize ADT LLC ("ADT"), directly or through its affiliates and marketing partners, to contact me from time-to-time by telephone and/or email with information and offers about products and services that might interest me. I also acknowledge and agree that D.R. Horton shall have no obligation or liability for any products or services obtained from ADT. By signing and dating below, I acknowledge that I am authorized to receive solicitations at the telephone number(s), email(s), or mailing address(es) shown below, even if such number(s), email address(es), or mailing address(es) are listed on any "do not call" or other registry or list and my authorization is given freely and is not part of or contingent upon any agreement with ADT.

Mobile/Cell Phone #: Work Phone #:

Home Phone #: (303) 271-5104

Email Address (primary): papostol@jeffco.us

Email Address (secondary): papostol@jeffco.us

My New Home – Address /Direct Mail: Projected Closing Date:

Community/Subdivision Name: Arborgate

Street # & Name: 7991 DOUBLEGATE DR
City: PENSACOLA State: FL Zip/Postal Code: 32507

Name Printed: Patricia Apostolides, Paul Schuch

Purchaser:

DocuSigned by:
Patricia Apostolides
20E0299DC2D9482... 4/17/2016

Buyer: Patricia Apostolides Date

DocuSigned by:
Paul Schuch
20E0299DC2D9482... 4/17/2016

Co-Buyer: Paul Schuch Date

Please forward signed paperwork to: Homebuyerinfo@ADT.com

Closing Disclosure Contact Information

Below is information intended to assist interested parties with the completion of the Closing Disclosure.

GENERAL INFORMATION

Buyer(s): Patricia Apostolides and Paul Schuch
Subdivision: PERDIDO GARDENS
Lot Address: 7991 DOUBLEGATE DR, PENSACOLA, FL 32507
Lot/Block: 1012/ **Builder Key:** 244031012
Total Price: \$445,825.00 **Ratify Date:**

REAL ESTATE BROKER INFORMATION (BUYER)

Company Name:
Company Address:

Broker Officer:
Broker Officer License: **Officer Email:**
Agent Name:
Agent License:
Agent Email:
Agent Cell:
Agent Work:
Agent Fax:

REAL ESTATE BROKER INFORMATION (SELLER)

Company Name: D.R. Horton, Inc., a Delaware corporation
Company Address: 2450 HWY 29 S STE 1
Cantonment, FL 32533

Company License:
Agent Name: Scarlett Johnson Godfrey
Agent License:
Agent Email: SGodfrey@drhorton.com
Agent Cell:
Agent Work:

SELLER INFORMATION

Name: D.R. Horton, Inc., a Delaware corporation
Address: 2450 HWY 29 S STE 1
Cantonment, FL 32533

SETTLEMENT AGENT INFORMATION

Company Name: MCMILLAN PSAROUDIS & MARKEY PA
Company Address: 6101 CARNEGIE BLVD STE 450
CHARLOTTE, NC 28209
Agent Name: BROOKERD, DIANE
Agent Email: DBBbookerd@dhititle.com
Agent Cell:
Agent Work: (251) 621-9621
Agent Fax:

Options and Premiums Exhibit A

Seller will include the following upgrades (“Upgrades”) at the prices indicated, unless otherwise agreed upon in writing. Payment for the Upgrades (the “Upgrade Money”) must be made simultaneously with the execution of this Agreement. In the event Seller omits the installation of any Upgrade item, Seller’s responsibility shall be limited to a refund of the listed price or allowance. Any such omission shall not invalidate this Agreement, constitute a breach of its terms nor give rise to any claim damages against Seller. Purchaser agrees that the Upgrade Money shall be delivered to Seller simultaneously with the execution of this Agreement. The Upgrade Money shall not be held in escrow by Seller, shall be non-refundable, and shall not be returned to Purchaser under any circumstances. The Upgrades are:

Options Selected By Buyer:

(No color selections found.)

Selected Options

| 25 – Appliances | | | | | | |
|--|--------|------------|--------------------------|--------------------------|------------|------------------|
| Option # | Rev. # | Rev. Date | User | Qty. | Unit Price | Ext. Price |
| 25CTPPFS | 0 | 04/17/2016 | Scarlett Johnson Godfrey | 1.0000 | \$ 150.00 | \$ 150.00 |
| Color: SS | | | | Location: kitchen island | | |
| COOKTOP PROFILE STAINLESS ELEC Upgrade to SS Profile cooktop in kitchen island | | | | | | |
| Sub-Total | | | | | | \$ 150.00 |

| 59 – Bathroom Upgrades | | | | | | |
|---|--------|------------|--------------------------|--------------------------------|------------|------------------|
| Option # | Rev. # | Rev. Date | User | Qty. | Unit Price | Ext. Price |
| 59BEVMIR | 0 | 04/17/2016 | Scarlett Johnson Godfrey | 1.0000 | \$ 400.00 | \$ 400.00 |
| Color: | | | | Location: all bathroom mirrors | | |
| ADD BEVELED MIRROR & CORNERS Beveled edge on all bathroom mirrors | | | | | | |
| Sub-Total | | | | | | \$ 400.00 |

| CU – Custom | | | | | | |
|---|--------|------------|--------------------------|------------------------------|------------|-------------------|
| Option # | Rev. # | Rev. Date | User | Qty. | Unit Price | Ext. Price |
| 99CPOS01 | 0 | 04/17/2016 | Scarlett Johnson Godfrey | 1.0000 | \$1,750.00 | \$1,750.00 |
| Color: | | | | Location: Master Bath | | |
| POS Custom Option 1 Jetted tub in master bath | | | | | | |
| 99CPOS02 | 0 | 04/17/2016 | Scarlett Johnson Godfrey | 1.0000 | \$ 900.00 | \$ 900.00 |
| Color: | | | | Location: All carpeted areas | | |
| POS Custom Option 2 8# carpet pad upgrade in all carpeted areas | | | | | | |
| Sub-Total | | | | | | \$2,650.00 |

| 45 – Option Packages | | | | | | |
|--|--------|------------|--------------------------|-------------------------|------------|------------------|
| Option # | Rev. # | Rev. Date | User | Qty. | Unit Price | Ext. Price |
| 45TILE04 | 0 | 04/17/2016 | Scarlett Johnson Godfrey | 1.0000 | \$ 725.00 | \$ 725.00 |
| Color: TBD | | | | Location: All wet areas | | |
| FLOORING- TILE LEVEL 4 CAPROCK OR STASIS 18 X18 upgrade to 18x18 tile in all wet areas | | | | | | |
| Sub-Total | | | | | | \$ 725.00 |

Total: \$3,925.00

SALES SUMMARY

| | | |
|----------------------------|----------|---------------------|
| Base Price w/o Adjustments | | \$426,900.00 |
| Adjustment(s) | +/- | \$ 0.00 |
| Adjusted Base Price | = | \$426,900.00 |

| | | |
|-----------------------------|----------|--------------------|
| Lot Premium w/o Adjustment | | \$30,000.00 |
| Adjustment(s) | +/- | <\$15,000.00> |
| Adjusted Lot Premium | = | \$15,000.00 |

Adjusted Base Price \$426,900.00

| | | | |
|----------|------|-----------|------|
| Initials | | 4/17/2016 | Date |
| Buyer | Date | Date | Date |

| | | | |
|----------|------|-----------|------|
| Initials | | 4/17/2016 | Date |
| Co-Buyer | Date | Date | Date |



Buyer(s): Patricia Apostolides and Paul Schuch, Community: PERDIDO GARDENS, Plot: 1012//, Address: 7991 DOUBLEGATE DR, Sales Rep: Sorriett Johnson
 Godfrey

Job: **244031012**
 Printed: 4/17/2016

| | | |
|--------------------------------------|---|---------------------|
| Adjusted Lot Premium | + | \$15,000.00 |
| Total Options w/o adjustments | + | \$3,925.00 |
| Total Option Adjustment | - | \$ 0.00 |
| Total Sales Price | = | <u>\$445,825.00</u> |

Purchaser acknowledges required Option money in the amount of \$ 0.00. Purchaser further acknowledges Option money paid is non-refundable and shall be retained by Seller should Sale not close. Funds will be credited to Purchaser at closing.

| | | | |
|--|--|--|--|
| Purchaser: DocuSigned by: <i>Patricia Apostolides</i> 20E0290CC2D0482... _____ 4/17/2016 Buyer: Patricia Apostolides Date | | Seller: D.R. Horton, Inc., a Delaware corporation DocuSigned by: <i>Francis E Rivers</i> A022C0C28C08409... _____ 4/18/2016 Francis E Rivers Date Officer, D.R. Horton | |
| DocuSigned by: <i>Paul Schuch</i> 20E0290CC2D0482... _____ 4/17/2016 Co-Buyer: Paul Schuch Date | | | |

| | | | | |
|----------|---|-----------|---|-----------|
| Initials |  | 4/17/2016 |  | 4/17/2016 |
| | Buyer | Date | Co-Buyer | Date |



HOME PURCHASE AGREEMENT

In consideration of the reciprocal covenants stated herein, D.R. Horton, Inc., a Delaware corporation, whose Florida registration number is RB29003330, ("Seller") and Patricia Apostolides and Paul Schuch (collectively, "Purchaser") agree as follows:

1. **CONVEYANCE.** Seller shall sell to Purchaser and Purchaser shall purchase from Seller all that certain parcel or tract of land with a street address of 7991 DOUBLEGATE DR, PENSACOLA, FL 32507, more particularly described as Lot 1012, **PERDIDO GARDENS** Subdivision (the "Lot") in ESCAMBIA, FL, together with all improvements thereon and all appurtenances thereto, but less and except all rights, titles and interests to all oil, gas, water, petroleum, natural gas, coal, lignite and other minerals and hydrocarbons, and all geothermal energy and resources, located in whole or in part on, in or under the Lot and / or that may be produced or extracted from the Lot. The interests to be conveyed pursuant to this Home Purchase Agreement (the "Agreement") are hereinafter collectively referred to as the "Property."

2. **PURCHASE PRICE AND METHOD OF PAYMENT.** Subject to adjustment as may be provided herein, the Purchase Price for the Property shall be: **Four Hundred Forty Five Thousand Eight Hundred Twenty Five and 00/100 Dollars (\$445,825.00)** to be paid in cash as provided herein. The following is a breakdown of the Purchase Price as of the Effective Date (defined in Section 19 below):

| | |
|-------------------------------|---|
| Base Price | \$426,900.00 |
| Plus Lot Premium | + \$15,000.00 |
| Plus Options Selected To Date | + Total DEC Options: \$ 875.00 + Total POS Options: \$3,050.00 |
| Incentives | - \$ 0.00 |
| Total Purchase Price | \$445,825.00 |

The terms of the subsection (a or b) checked below shall also apply.

a. No Financing Contingency.

Purchaser shall pay to Seller the Purchase Price in cash at Closing (see Section 16 below). Within ten (10) business days after the Effective Date, Purchaser shall provide documentation to Seller that will verify to Seller's reasonable satisfaction that Purchaser has the available funds necessary to purchase the Property according to the terms of this Agreement. If Purchaser does not provide such documentation to Seller within that time period, then Seller may at its option terminate this Agreement by providing written notice to Purchaser of termination, in which event Seller shall retain the Earnest Money (see Section 4(b) below) and neither party shall have any further obligation or liability to the other hereunder.

b. Financing Contingency

(1) Purchaser shall use its best efforts to obtain a loan in the principal amount of no more than percent of the Purchase Price, reduced to the next lowest hundred dollars, (the "Loan") to be secured by a first priority mortgage on the Property. The proceeds of the Loan, together with the balance of the Purchase Price, shall be paid to Seller by Purchaser in cash or other immediately available funds at Closing.

(2) Purchaser shall apply for the Loan within seven (7) days after the Effective Date. Failure by Purchaser to apply for the Loan within that time-period or to pursue approval of the Loan diligently thereafter shall constitute a material breach of this Agreement by Purchaser. Within twenty-one (21) days after the Effective Date, Purchaser shall provide Seller with a letter from Purchaser's lender (the "Approval Letter") confirming that the Loan has been approved. If Purchaser fails to provide the Approval Letter to Seller within that period, then Seller may terminate this Agreement upon written notice to Purchaser, in which event the Earnest Money shall be refunded to Purchaser if Purchaser is not in breach of this Agreement, and thereafter neither party shall have any further liability or obligation to the other hereunder.

(3) Purchaser acknowledges that there are many different loan programs available from many different lenders. If the loan approval obtained by Purchaser contains any contingencies, Seller may require the satisfaction of those contingencies within the time period specified for obtaining the Approval Letter and terminate this Agreement if those contingencies are not waived or satisfied within that time; in which event, the Earnest Money shall be refunded to Purchaser, and neither party shall thereafter have any further liability or obligation to the other hereunder.

(4) Purchaser understands and acknowledges that certain loan/credit approvals are only valid for up to one hundred twenty (120) days. Purchaser shall update loan/credit approval documentation as needed in order to maintain current loan approval up until the date of closing. Purchaser agrees to execute all papers and perform all other actions necessary to obtain the Loan and to accept the Loan if approved by lender. Purchaser shall, in addition to the payment of principal and interest upon the Loan, pay at Closing such amounts as may be required by the lender to establish or maintain an escrow for insurance, property taxes or private mortgage insurance.

(5) If Purchaser applies for and obtains a commitment for an FHA-insured or VA-guaranteed loan, then notwithstanding any other provision of this Agreement, Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$445,825.00. The Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development ("HUD") will insure. HUD does not warrant the value or the condition of the property. Purchaser should satisfy himself/herself that the price and condition of the

Initials PA 4/17/2016 PS 4/17/2016
Buyer Date Co-Buyer Date

property are acceptable.

3. FINANCIAL INFORMATION. Purchaser acknowledges that Purchaser's financial situation may affect Purchaser's ability to obtain a loan and/or purchase this Property. Purchaser further acknowledges that it is important for the Seller to know Purchaser's financial situation and Purchaser's ability to obtain financing. Purchaser hereby grants permission for the Seller to contact any mortgage company or financial institution to which Purchaser may apply for a loan and to discuss Purchaser's financial situation and prospects of obtaining a loan. Purchaser hereby authorizes any mortgage company or financial institution from which Purchaser may seek a loan to discuss Purchaser's financial status with the Seller and to provide the Seller with any documentation or information regarding said financial status, including but not limited to Purchaser's credit score.

4. EARNEST MONEY.

a. **Deposits.** The parties acknowledge that Purchaser has paid to Seller a deposit in the amount of \$10,000.00 (the "Initial Deposit"). The Initial Deposit and any additional deposits of earnest money paid by Purchaser to Seller (collectively, the "Earnest Money") shall be deposited with Seller in its trust account upon acceptance of this Agreement by Seller. Deposits of Earnest Money shall be made by Purchaser in accordance with the following schedule:

| Earnest Deposits | | | | | |
|------------------|-----------------|--------------|--------------|----------------|-------------------|
| Due Date | Collection Date | Payment Type | Check Number | Deposit Amount | Collection Amount |
| 04/15/2016 | | | | \$10,000.00 | \$10,000.00 |
| | 04/14/2016 | Check | 8182 | | \$10,000.00 |
| | | | Total | \$10,000.00 | \$10,000.00 |

b. **Disbursement.** The Earnest Money shall be retained by Seller except as otherwise expressly stated in this Agreement. At Closing, the Earnest Money shall be credited to Purchaser against the Purchase Price; otherwise, the Earnest Money shall be disbursed as provided herein. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the Earnest Money, Seller may, but shall not be required to, interplead all or any disputed part of the Earnest Money into a court of competent jurisdiction. If Seller interpleads the Earnest Money into a court, Seller shall be entitled to recover the costs of such interpleader, including reasonable attorney's fees incurred in connection with the interpleader, from the Earnest Money.

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10% OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT IS HEREBY WAIVED BY THE BUYER(S) BY INITIALING IN THE BLANK PROVIDED AT THE BOTTOM OF THIS PAGE.

5. SURVEY. At Closing, Seller shall provide Purchaser with a plat of survey of the Lot performed by an independent, licensed surveyor or engineer, showing all improvements located thereon as of the date of the survey (the "Survey"). The Survey shall be suitable for use by Purchaser to obtain title insurance for the Property without the standard exception for matters that would be shown or revealed by a current survey of the Lot. Seller makes no warranty or representation whatsoever regarding the quality, accuracy or reliability of the Survey. Seller makes no warranty or representation whatsoever regarding any matter that would be shown or revealed by an accurate survey of the Lot.

6. WARRANTY OF TITLE. Seller shall convey insurable fee simple title in and to the Property to Purchaser at Closing by special warranty deed (the "Deed"), subject to: (a) zoning ordinances affecting the Property; (b) utility, drainage and other easements, deed restrictions or other conditions or restrictions of record upon which do not prevent use or enjoyment of the Lot or the House constructed thereon; (c) subdivision covenants, conditions and restrictions; (d) all matters shown on the final plat for the subdivision where the Property is located; (e) all prior conveyances and/or reservations of all rights, titles and interests to all oil, gas, water, petroleum, natural gas, coal, lignite and other minerals and hydrocarbons, and all geothermal energy and resources, located in whole or in part on, in or under the Lot and/or that may be produced or extracted from the Lot; and (f) any matters that would be shown or revealed by a current survey of the Lot. "Insurable title" shall mean title which a title insurance company licensed to do business in Florida will insure at its regular rates, subject only to its standard exceptions and those exceptions listed in subsections (a) through (f) above.

7. TITLE EXAMINATION. Purchaser shall have until ten (10) days prior to the Closing Date (as defined in Section 16 below) to examine title to the Property and to furnish Seller with a written statement of any exceptions to insurable title. If Purchaser does not serve Seller with notice of exception to insurable title prior to that date, Purchaser shall have waived any objection to title to the Property as it existed as of the Effective Date. If Purchaser does serve such notice on Seller prior to that date, the notice shall specify and itemize the exceptions to insurable title. If Seller does not remove any exceptions to insurable title within a reasonable time, Purchaser shall have the right at any time prior to Closing, as its sole and exclusive remedy, to terminate this Agreement and to receive a refund of the Earnest Money and Option Money (as defined in Exhibit A), if any, paid to Seller. Under no circumstances shall Seller be obligated or required to remove or cure any exception to title to the Property that is a permissible exception to insurable title as defined in Section 6 above.

8. DESTRUCTION. If the home built on the Lot is either totally destroyed or substantially damaged (as determined by Seller in its sole discretion) before Closing, either party may terminate this Agreement by written notice to the other within ten (10) days after the date of such destruction. From and after the Closing (see Section 16 below), all risk of loss to the Property shall be upon Purchaser.

9. INSPECTION.

a. **Procedure.** Prior to Closing, Seller shall have the right to deny access to the Lot to any person at any time, as Seller determines in its sole discretion. However, Purchaser or a professional home inspector contracted by Purchaser shall have the right to enter upon the Property at reasonable times during normal business hours for the purpose of inspecting, examining, testing and surveying the Property, solely at Purchaser's expense, provided that any such inspection must meet the following requirements and conditions

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(collectively, "Inspections"):

(1) Inspections by Purchaser:

(a) All Inspections by Purchaser must be scheduled through the Community Construction Superintendent. These Inspections must be scheduled at least ten (10) business days in advance, must take place during normal working hours (Mon. – Fri. 8:00AM to 4:00PM) and must be in accordance with the Community Construction Superintendent's production schedule.

(b) Seller or its appointed representative shall have the right to accompany Purchaser during the Inspections.

(2) Inspections by an independent professional home inspector:

(a) All Inspections by a professional home inspector must be scheduled through the Community Construction Superintendent. These Inspections must be scheduled at least ten (10) business days in advance, must take place during normal working hours (Mon. – Fri. 8:00AM to 4:00PM) and must be in accordance with the Community Construction Superintendent's production schedule. IF AN INSPECTOR DOES NOT HAVE AN APPOINTMENT ONE WEEK PRIOR TO THE PROPOSED INSPECTION, THE INSPECTOR WILL NOT BE ALLOWED TO PERFORM THE INSPECTION AND WILL BE INSTRUCTED TO RESCHEDULE. SELLER WILL NOT DELAY CONSTRUCTION OR CLOSING TO ACCOMMODATE INSPECTION APPOINTMENTS.

(b) Seller or its appointed representative shall have the right to accompany the home inspector during the Inspection.

(c) The home inspector must be licensed to do business in the State of Florida and must furnish to Seller a copy of the inspector's State License Certificate prior to conducting any Inspections.

(d) Prior to each Inspection, the home inspector must furnish Seller with proof that the home inspector has: (i) worker's compensation insurance in accordance with applicable law, (ii) an errors and omissions insurance policy with a limit of no less than \$300,000 and otherwise in accordance with applicable law and the guidelines of the Limited Warranty provided pursuant to Section 14(a) below, and (iii) a \$300,000.00 General Liability Insurance Policy which names Seller as an additional insured.

Failure by Purchaser to follow the procedures set forth in this subsection shall constitute a material breach of this Agreement. Unauthorized entry onto the Lot by Purchaser, its agents or contractors shall constitute a material breach of this Agreement.

THE CLOSING SHALL NOT BE DELAYED DUE TO PURCHASER'S FAILURE TO SCHEDULE AND CONDUCT ALL INSPECTIONS SUFFICIENTLY IN ADVANCE OF CLOSING TO ALLOW SELLER TO ADDRESS ISSUES, IF ANY, IDENTIFIED BY THE INSPECTIONS.

b. **Purchaser's Indemnity.** Purchaser assumes all responsibility for the acts of Purchaser, Purchaser's agents, contractors or representatives in exercising Purchaser's rights under this Section, and shall indemnify and hold Seller harmless, to the extent permitted by applicable law, from any loss or expense Seller may suffer as a result of any claim or damage which arises directly or indirectly out of Purchaser's exercise of its rights under this Section. Notwithstanding any other provision herein, Purchaser's indemnity of Seller pursuant to this Section shall survive Closing and the termination of this Agreement for any reason.

c. **Inspection Results.** In the event any inspection by Purchaser or its agents or contractors reveals a purported defect in the Property, Purchaser shall provide Seller with written notice of the claim of defect and, if a professional home inspection was performed, a true and complete copy of any report produced by the home inspector. If Seller determines the claim of defect is valid, Seller shall correct or repair the defect. If Seller determines the claim of defect is not valid, Seller shall notify the Purchaser of that determination within thirty (30) days of receipt of the written notice of claim of defect. Notwithstanding any other provision herein, Seller shall not be required to correct or repair any defect in construction that does not constitute a violation of: (1) the building code of the governing jurisdiction in which the Property is located, or (2) the building guidelines and standards of the provider of the Limited Warranty pursuant to Section 14(a) below.

d. **Orientation Walkthrough; Punch List:** Prior to Closing, Seller and Purchaser will meet at the Property to conduct a walkthrough inspection and orientation, in accordance with Seller's standard practices (the "Initial Walkthrough"). At the conclusion of the Initial Walkthrough, Purchaser and Seller shall prepare and sign a written list of items on the Property that the parties agree should be corrected, repaired or replaced (hereinafter, the "Punch List"). Seller shall thereafter correct, repair or replace the items listed on the Punch List. Under no circumstances shall Seller be required to correct, repair or replace any items on or of the Property that are not listed on the Punch List signed by Seller. Within a reasonable amount of time after the Initial Walkthrough but prior to Closing, Seller and Purchaser shall meet at the Property to conduct a second walkthrough inspection (the "Final Walkthrough") in order to confirm which items on the Punch List have been corrected, repaired or replaced. At the conclusion of the Final Walkthrough, the parties will prepare and sign an updated Punch List reflecting the current status of each item thereon. Seller's obligation to correct, repair or replace any items that are listed on the Punch List shall survive Closing. UNDER NO CIRCUMSTANCES SHALL CLOSING BE DELAYED DUE TO SELLER'S FAILURE TO COMMENCE OR COMPLETE CORRECTION, REPAIR OR REPLACEMENT OF ANY ITEMS ON A PUNCH LIST. UNDER NO CIRCUMSTANCES SHALL FUNDS BE ESCROWED AT CLOSING TO COVER THE COST OF CORRECTION, REPAIR OR REPLACEMENT OF ANY ITEMS ON A PUNCH LIST.

10. REAL ESTATE BROKER AND COMMISSION. ☉ D R Horton Realty of Northwest Florida, LLC / ○ Emerald Realty of Northwest Florida, LLC, THE LISTING REAL ESTATE BROKER, IS AN AFFILIATE OF SELLER ("Seller's Broker"). In negotiating this Agreement, Seller's Broker has acted as Seller's single agent. Purchaser acknowledges that Seller's sales agents represent Seller only, and do not represent Purchaser. Purchaser represents to Seller that Purchaser has not employed any real estate broker, agent or finder in connection with this Agreement, other than , an agent of ("Co-Broker"). Purchaser shall indemnify and hold

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Seller harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and expenses and costs of litigation) that Seller may suffer or incur because of any claim by any broker, agent or finder, whether or not meritorious, for any compensation with regard to this transaction arising out of any acts or contracts of Purchaser, other than Seller's Broker and the Co-Broker named above. Notwithstanding any other provision herein, the provisions of this Section shall survive Closing or termination of this Agreement for any reason. Purchaser acknowledges receipt of a copy of the Real Estate Brokerage Services Disclosure form.

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, Seller's Broker and its licensed sales agents and associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

The Co-Broker is (check up to two boxes):

- An agent of the Seller.
- An agent of the Purchaser.
- An agent of both Seller and Purchaser and is acting as a limited consensual dual agent.
- Assisting Seller / Purchaser as a transaction broker.

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11. NO RELIANCE. Purchaser acknowledges that it has not relied upon the advice or representations, if any, of Seller or Seller's salespersons or other agents with regard to the legal and tax consequences of this Agreement or the terms and conditions of any proposed financing of the purchase of the Property. Purchaser acknowledges that if such matters are of concern to Purchaser, Purchaser must obtain independent, professional advice regarding them.

12. WOOD-DESTROYING ORGANISM INSPECTION REPORT. At the time of Closing, Seller shall provide Purchaser with a letter or a soil treatment report from a pest-control company licensed in Florida certifying that the Lot has been treated within one (1) year of the date of Closing for subterranean termite infestation (the "Termite Certification"). If required by Purchaser's lender, Purchaser may obtain at Purchaser's expense a wood-destroying organism inspection report performed by a pest-inspection company licensed in Florida.

13. HAZARDOUS SUBSTANCES; OTHER.

a. Disclaimer. Purchaser acknowledges that Seller makes no representation or warranty with respect to the presence or absence of toxic waste, radon, hazardous materials or other undesirable substances on the Property. SELLER HEREBY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE PRESENCE OF ANY SUCH SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY.

b. Radon Gas. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

c. Energy Brochure. Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

d. Sinkholes. Sinkholes are a common feature in Florida. You may obtain information regarding sinkholes and other subterranean events and reported sinkhole occurrences from the Florida Department of Environmental Protection at www.dep.state.fl.us/geology/geologictopics/sinkhole.htm. Purchaser is advised to consult with their insurance agent concerning the availability of homeowner's insurance for sinkholes.

14. WARRANTIES AND DISCLAIMER.

a. Ten-Year Limited Warranty. At Closing, Seller shall provide Buyer with a written, ten-year limited warranty on the House administered by Residential Warranty Corporation ("RWC"). The terms and conditions of, and exclusions from, the ten-year limited warranty shall be as set forth in that document published by RWC entitled, "LIMITED WARRANTY, 10 YEAR LIMITED WARRANTY FOR NEW HOMES," and referred to herein as the "Limited Warranty." At Closing, Seller shall deliver to Buyer the

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actual Limited Warranty for the House, to be validated by RWC after Closing.

b. Manufacturers' Warranties. At Closing, Seller shall assign to Purchaser all warranties, expressed or implied, which are given by the manufacturer of any appliance or product installed in the House.

c. Disclaimer and Limitation on Seller's Liability. THE LIMITED WARRANTY GIVEN TO PURCHASER BY SELLER PURSUANT TO SUBSECTION 14a ABOVE IS TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SELLER HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE PAST, PRESENT OR FUTURE CONDITION OR USE OF ANY LANDS OR AREAS SURROUNDING THE PROPERTY OR IN THE VICINITY OF THE PROPERTY. AFTER CLOSING, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION TO PURCHASER OF ANY NATURE WHATSOEVER EXCEPT AS PROVIDED IN THIS SECTION 14 OF THIS AGREEMENT, IN SECTION 9(d) ABOVE AND IN SELLER'S DEED TO PURCHASER. SELLER SHALL NOT BE LIABLE FOR ANY REASON, UNDER ANY CIRCUMSTANCES, TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING SECONDARY, CONSEQUENTIAL, PUNITIVE, GENERAL, SPECIAL, OR INDIRECT DAMAGES.

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ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399-0783
Phone: 850.487.1395

15. MANDATORY BINDING ARBITRATION. PURCHASER AND SELLER SHALL SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS AGREEMENT AND/OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING: (A) SELLER'S CONSTRUCTION AND DELIVERY OF THE HOME; (B) SELLER'S PERFORMANCE UNDER ANY PUNCH LIST OR INSPECTION AGREEMENT; AND (C) THE LIMITED WARRANTY PURSUANT TO SECTION 14 ABOVE. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE PROCEEDING SHALL BE CONDUCTED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND TO THE EXTENT POSSIBLE, UNDER RULES WHICH PROVIDE FOR AN EXPEDITED HEARING. THE FILING FEE FOR THE ARBITRATION SHALL BE PAID BY THE PARTY FILING THE ARBITRATION DEMAND, BUT THE ARBITRATOR SHALL HAVE THE RIGHT TO ASSESS OR ALLOCATE THE FILING FEES AND ANY OTHER COSTS OF THE ARBITRATION AS A PART OF THE ARBITRATOR'S FINAL ORDER. THE ARBITRATION SHALL BE BINDING AND FINAL, AND EITHER PARTY SHALL HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THE ARBITRATION AWARD. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ANY DISPUTES ARISING UNDER THE LIMITED WARRANTY SHALL BE MEDIATED, ARBITRATED AND/OR JUDICIALLY RESOLVED PURSUANT TO THE TERMS, CONDITIONS, PROCEDURES AND RULES OF THAT WARRANTY PROGRAM. NOTWITHSTANDING THE FOREGOING, SELLER SHALL HAVE THE RIGHT TO INTERPLEAD ALL OR ANY PART OF THE EARNEST MONEY INTO A COURT OF COMPETENT JURISDICTION AS PROVIDED FOR IN SECTION 4 HEREIN.

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16. CLOSING. The following shall constitute the "Closing": (a) receipt by the settlement agent of all funds necessary to close the transaction, (b) receipt by the settlement agent of the fully executed Deed for immediate recording in the applicable probate court, (c) execution of the settlement statement by Purchaser, Seller and the settlement agent, and (d) payment to Seller of the net proceeds of sale due to Seller. The date on which the settlement statement is executed by all parties is referred to herein as the "Closing Date." Closing shall not be complete until Seller has received full payment of the Purchase Price. Keys to and possession of the Property will not be delivered to Purchaser until the Closing is complete. Closing shall be scheduled and conducted as follows:

a. Closing Date. The parties agree that the Closing shall take place on or before 02/15/2017. Seller shall notify Purchaser of the final date and time of Closing at least three (3) business days in advance. Subject only to the provisions of Section 27 below, Closing shall occur no later than that date which is two (2) years after the date that Purchaser signs this Agreement.

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| | Buyer | Date | Co-Buyer | Date |

b. **Exchange at Closing.** At Closing, Seller shall deliver to Purchaser the Deed for the Property, a certificate of occupancy for the house located on the Property issued by the applicable governmental authority, and, if applicable, a certificate of final approval by the FHA or VA. At Closing, Purchaser shall pay to Seller the Purchase Price in full.

c. **Place of Closing.** Closing shall take place at the office of a closing agent to be selected by Purchaser in Escambia County, Florida, or at such other place as the parties may agree in advance.

d. **Closing Costs.** Seller shall pay the cost of the Survey, the cost of the Termite Certification, the costs for preparation of the Deed, the cost of any estoppel certificate fee charged by the Association (as defined in Section 20), the cost for preparation and issuance of an owner's policy of title insurance, and the cost of any title search. Except as may be prohibited by FHA or VA regulations, Purchaser shall pay for all other costs related to the Closing, including but not limited to all recording fees, deed, documentary stamp and transfer taxes and surtaxes imposed by the State of Florida upon the recording of the Deed, the cost of any endorsements to the owner's policy of title insurance, any capital contribution, initial assessment or transfer fee charged by the Association, any costs and expenses associated with Purchaser's financing of Purchaser's acquisition of the Property, and any closing fee charged by the closing agent.

e. **Prorations.** All real property taxes for the current year, homeowner association dues and assessments for the current assessment period (but not homeowner association capital assessments due at or after the Closing) and hazard insurances premiums (if applicable), shall be prorated as of the Closing Date, using the most accurate information available on the Closing Date.

PROPERTY TAX DISCLOSURE SUMMARY

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

17. **UTILITIES AND PERSONAL PROPERTY.** Purchaser shall transfer all utilities into Purchaser's name within three (3) business days after Closing. Purchaser shall not move any personal property onto the Property prior to Closing.

18. **DEFAULT; REMEDIES.** The remedies specified below shall be the sole and exclusive remedies available to the parties in the event of breach of this Agreement, and shall be to the exclusion of all other remedies at law or in equity.

a. **Purchaser's Default.** If Purchaser defaults on any of its obligations hereunder prior to Closing, Seller's sole and exclusive remedy shall be to terminate this Agreement by written notice to Purchaser; whereupon, Seller shall retain all Earnest Money and Option Money (if any) paid by Purchaser to Seller as liquidated damages. Thereafter, neither party shall have any further liability or obligation to the other hereunder.

b. **Seller's Default.** If Seller defaults on any of its obligations hereunder prior to Closing, Purchaser's sole and exclusive remedy shall be either: (a) to terminate this Agreement by written notice to Seller, whereupon Purchaser shall be entitled to recover all Earnest Money and Option Money (if any) paid to Seller, or (b) to seek specific performance of this Agreement by serving written notice of default on Seller and by instituting mandatory binding arbitration of Purchaser's claim of default and demand for specific performance in accordance with Section 15 above. Notwithstanding the foregoing, subject to the provisions of Section 27 below and provided that Seller has not terminated this Agreement as a result of breach by Purchaser, if Seller is obligated by this Agreement to build a single-family residence on the Lot and Seller fails to complete construction of the residence within two (2) years of the date Purchaser signs this Agreement, then Purchaser may pursue whatever remedies it may have against Seller at law or in equity.

19. **TIME/DATE.** The Effective Date of this Agreement shall be the date of signing of this Agreement by Seller. Time is of the essence as to the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.

20. **RESTRICTIVE COVENANTS; HOMEOWNERS ASSOCIATION.** Purchaser acknowledges receipt of a copy of that certain declaration of covenants, conditions and restrictions for **PERDIDO GARDENS** Subdivision, together with all amendments thereto (collectively, the "Declaration"). Purchaser acknowledges that the Property is subject to the Declaration and that, upon purchase of the Property, Purchaser shall personally be subject to all the provisions of the Declaration, including but not limited to provisions requiring membership in and payment of assessments to any homeowners association for the Subdivision (the "Association"). PURCHASER FURTHER ACKNOWLEDGES THAT THE DECLARATION MAY BE AMENDED FROM TIME TO TIME AS PROVIDED THEREIN, AND THAT THE AMOUNTS TO BE PAID BY PURCHASER TO THE ASSOCIATION MAY CHANGE AT ANY TIME.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

21. **SUCCESSORS AND ASSIGNS; INTERPRETATION.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, administrators, executors and assigns. Purchaser shall not have the right to assign Purchaser's interest in this Agreement. As required by context herein, the singular shall include the plural, and the neuter shall include the masculine and the feminine.

22. **ENTIRE AGREEMENT; AMENDMENT.** This document contains the sole and entire agreement between the parties hereto

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with regard to the Property. All prior discussions have been merged into this Agreement. No representation, statement, promise or inducement shall be binding upon either party hereto unless specifically stated in this Agreement. This Agreement may not be modified except by a writing signed by both parties.

23. SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

24. NO-WAIVER. Any failure or delay of Purchaser or Seller to enforce any term of this Agreement shall not constitute a waiver of such term, it being explicitly agreed that such a waiver must be specifically stated in a writing delivered to the other party in compliance with Section 26 below. Any such waiver by Purchaser or Seller shall not be deemed to be a waiver of any other breach or of a subsequent breach of the same or any other term.

25. ADDENDA AND EXHIBITS.

a. **Addenda.** The following Addenda are attached hereto and incorporated herein:

- (1) Addendum 1, Builder's Referral Incentives and Contributions Addendum
- (2) Addendum 2, SELECT ONE:
 - New Construction
 - Construction in Progress
 - Construction Completed
- (3) Addendum 3, Energy Efficiency Addendum
- (4) Addendum 4, SELECT ONE:
 - Homeowners Association Disclosure Summary
 - No Declaration or Association
- Addendum 5, Closing of Current Residence Contingency
- Addendum 6, Co-Broker Addendum
- Addendum 7, Alternative Incentive Addendum
- Addendum 8, Special Stipulations
- Addendum 9, Real Estate Certification (FHA)
- Addendum 10, Model House
- Addendum 11, Back-Up Contract
- Addendum 12, Abutting Roadway Maintenance Disclosure (Unincorporated Escambia and Santa Rosa Counties)
- Subdivision-specific addenda

b. **Exhibits.** The following Exhibits are attached hereto and incorporated herein:

- (1) Exhibit A, Home Features and Options

26. NOTICE. Except when specifically provided otherwise herein, any notices required to be given hereunder must be in writing. Notice shall be deemed delivered upon receipt or refusal if deposited in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, properly addressed to the party to be served. Notice shall also be deemed given if delivered to the address for service of notice shown below by Federal Express, UPS or other nationally recognized overnight carrier service, with no signature or receipt required. Notice to Purchaser also shall be deemed given if delivered to the email address for service of notice shown under Purchaser's signature. Each party warrants that its correct mailing address for service of notice is shown below. Purchaser warrants that its correct telephone number and email address are shown below. A party may change its address for service of notice by giving the other party written notice of the change of address.

27. EXCUSED DELAYS. Notwithstanding any other provision herein, if Seller is delayed in performing any of its obligations hereunder or meeting any specified completion dates by labor disputes, fire, delays in deliveries, adverse weather conditions, unanticipated damage to or destruction of the Property, governmental controls or moratoria, acts of God or any other causes beyond Seller's reasonable control, then the time-period specified herein for performance of such obligation and/or meeting such completion date shall be extended a sufficient number of working days to enable and allow Seller to perform and/or complete the obligation.

28. OFFER. This instrument shall be regarded as an offer by the first party to sign until fully executed by both parties, at which time it shall become binding on both parties.

29. ELECTRONIC SIGNATURES AND TRANSMISSIONS. This Agreement may be executed by electronic means via DocuSign. Such signatures shall be deemed to constitute originals for all purposes hereunder. In addition, if either party transmits executed documents in electronic format via facsimile or email, then the other party may rely upon such documents as if they were executed originals.

WHEN SIGNED BY BOTH PARTIES, THIS DOCUMENT WILL BECOME A BINDING CONTRACT IMPOSING LEGALLY ENFORCEABLE OBLIGATIONS UPON YOU. SELLER'S SALES REPRESENTATIVE DOES NOT HAVE AUTHORITY TO EXECUTE THIS CONTRACT ON BEHALF OF SELLER OR OTHERWISE BIND SELLER. IF YOU DO

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| Initials | <u>pa</u> | Date | <u>4/17/2016</u> | Co-Buyer | <u>JS</u> | Date | <u>4/17/2016</u> |
| | Buyer | | Date | | Co-Buyer | | Date |

NOT FULLY UNDERSTAND THIS DOCUMENT OR IF YOU DO NOT FEEL IT MEETS YOUR NEEDS, YOU SHOULD CONSULT A REAL ESTATE ATTORNEY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the parties hereto have executed this Home Purchase Agreement on the dates indicated below.

PURCHASER:

DocuSigned by:
Patricia Apostolides
20E0298DC2D0482... 4/17/2016

Buyer: Patricia Apostolides Date

DocuSigned by:
Paul Schuch
20E0298DC2D0482... 4/17/2016

Co-Buyer: Paul Schuch Date

Purchaser's Current Mailing Address:
Purchaser's Home Phone: (303) 271-5104
Mobile Phone:
Work Phone:
Purchaser's Email: papostol@jeffco.us

Co-Buyer's Current Mailing Address:

Co-Buyer's Home Phone:
Mobile Phone:
Work Phone:
Co-Buyer's Email: papostol@jeffco.us

SELLER:

D.R. Horton, Inc., a Delaware corporation

DocuSigned by:
Francis E Rivers
A092C9C2B030400... 4/18/2016

Francis E Rivers Date

Officer, D.R. Horton

Seller's Address:
D.R. Horton, Inc., a Delaware corporation
2450 HWY 29 S STE 1
Cantonment, FL 32533
MAIN: (850) 937-0445

Seller's Phone: (251) 447-0329

For Internal Purposes Only:
Seller's Sales Representative:

DocuSigned by:
Scarlett J Godfrey
D0108F8340D242C... 4/17/2016

Sales Rep: Scarlett Johnson Godfrey Date

Initials PA 4/17/2016 PS 4/17/2016
Buyer Date Co-Buyer Date



Notice of Seller's Business Affiliations

TO: PATRICIA APOSTOLIDES AND PAUL SCHUCH
[HOMEBUYER(S)]

From: D.R. HORTON, INC., A DELAWARE CORPORATION **DATE: 04/17/2016**
Daphne, AL
[Seller]

Property: 7991 DOUBLEGATE DR, PENSACOLA, FL
32507

This is to give you notice that the above referenced seller has a business relationship with:

| | | |
|--|---|---|
| DHI MORTGAGE COMPANY, LTD. 3202 Hwy 95-A Cantonment, FL 32533 | DHI TITLE OF FLORIDA, INC. 12602 Telecom Drive, Ste. 101 Tampa, FL 33637 | D.R. HORTON INSURANCE AGENCY, INC. 301 Commerce Street, Suite 500 Fort Worth, TX 76102 |
|--|---|---|

The nature of this business relationship is that these companies are corporate affiliates, each being 100% wholly owned by, or by a subsidiary of, the same parent corporation. Because of this relationship, this referral may provide seller a financial or other benefit.

Set forth below is the estimated charge or range of charges by each company for settlement services listed. You are **NOT** required to use these companies as a condition of your purchase of the property from seller or as a condition of your application for, or settlement of, a mortgage loan on the property in connection with your purchase. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| DHI MORTGAGE COMPANY, LTD. | | DHI TITLE OF FLORIDA, INC. | |
|----------------------------|--|--|----------------------|
| Service | Charge or Range | Service | Charge or Range |
| Loan Origination Charge: | 0.00% of Loan Amount plus \$895.00 | Title Services and Lender Title Insurance: | \$950.00 - \$1800.00 |
| | An additional 1% of the Loan Amount may apply for certain Affordable Housing Loan Programs | Owner's Title Insurance: | \$1575.00 |

****Based on sales price and FL Administrative code 690-186.003 Title Insurance Rates. DHI Title charge estimates are based on an average home price of \$300,000. Title insurance rates are set by the state. Adjustments to Sales Price, Loan Amount and Lender requirements will impact the cost of your title insurance. Mortgage fees may vary depending upon whether the loan is originated or brokered by DHI Mortgage Company, Ltd.**

Note: If you apply with DHI Mortgage Company, Ltd., a Loan Estimate of all settlement charges will be provided to you by DHI Mortgage Company, Ltd. at or within three business days after loan application.

You may be entitled to additional builder discounts/credits paid by the seller to purchase multiple settlement services as set forth in the Builder's Incentive and Concessions Addendum to your purchase contract.

D. R. HORTON INSURANCE AGENCY, INC.

D.R. HORTON INSURANCE AGENCY, INC. is a licensed insurance agent that offers policies of property insurance as agent for one or more insurance companies qualified to transact insurance business in the State of Florida. You will be provided a separate proposal or quote of the terms and conditions of any policy of insurance offered by D.R. HORTON INSURANCE AGENCY, INC. in which you express an interest. For comparison purposes, the cost for a hazard insurance policy for a home valued at \$300,000 with commonly selected coverage items and deductibles would range between: \$385 and \$15,127 per annum. The specific premium depends on various factors, including but not limited to, the value of the home, the location of the home, deductibles selected, and the amount of coverage selected. The quote will set out the estimated premium and other charges, or range of charges, by D.R. HORTON INSURANCE AGENCY, INC. for its insurance products or services.

ACKNOWLEDGMENT:

I/we have read this disclosure form and understand that seller is referring me/us to purchase the above-described settlement services from **DHI MORTGAGE COMPANY, LTD., DHI TITLE OF FLORIDA, INC., and D.R. HORTON INSURANCE AGENCY, INC.** and may receive a financial or other benefit as the result of this referral.



Notice of Seller's Business Affiliations

| | | | |
|---|-----------|---|-----------|
| Purchaser: | | Seller: | |
| DocuSigned by: <i>Patricia Apostolides</i> 20E0299DC2D9482... | 4/17/2016 | D.R. Horton, Inc., a Delaware corporation | |
| Buyer: Patricia Apostolides | Date | DocuSigned by: <i>Francis E Rivers</i> A092C9C28C06469... | 4/18/2016 |
| DocuSigned by: <i>Paul Schuch</i> 20E0299DC2D9482... | 4/17/2016 | Francis E Rivers | Date |
| Co-Buyer: Paul Schuch | Date | Officer, D.R. Horton | |

Certificate Of Completion

Envelope Id: C936E67A10514475BF226E526631814C
 Subject: Purchase Agreement for Property at 7991 DOUBLEGATE DR, PENSACOLA, FL
 Source Envelope:
 Document Pages: 21 Signatures: 29
 Certificate Pages: 5 Initials: 29
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Home Sales
 301 Commerce St.
 Fort Worth, TX 76102
 noreply-edocs@drhorton.com
 IP Address: 199.36.190.2

Record Tracking

Status: Original
 4/17/2016 10:32:23 AM
 Holder: Home Sales
 noreply-edocs@drhorton.com

Location: DocuSign

Signer Events

Patricia Apostolides
 papostol@jeffco.us
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:
Patricia Apostolides
 20E02990C2D9482...

Timestamp

Sent: 4/17/2016 10:32:31 AM
 Viewed: 4/17/2016 12:15:51 PM
 Signed: 4/17/2016 4:05:07 PM

Using IP Address: 174.51.197.214

Electronic Record and Signature Disclosure:
 Accepted: 4/17/2016 4:23:24 PM
 ID: c7b9cbf2-8478-4418-b246-611e6a2860b0

Paul Schuch
 papostol@jeffco.us
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:
Paul Schuch
 20E02990C2D9482...

Sent: 4/17/2016 10:32:31 AM
 Viewed: 4/17/2016 4:23:24 PM
 Signed: 4/17/2016 4:26:16 PM

Using IP Address: 97.3.172.207
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 4/17/2016 4:23:24 PM
 ID: c7b9cbf2-8478-4418-b246-611e6a2860b0

Francis E Rivers
 KWallace@drhorton.com
 Security Level:
 https://PaperDocuments
 ID: 00000000-0000-0000-0000-000000000000
 4/18/2016 3:31:28 AM

DocuSigned by:
Francis E Rivers
 A092C9C28C86469...

Sent: 4/17/2016 10:32:31 AM
 Resent: 4/18/2016 10:31:24 AM
 Viewed: 4/18/2016 10:31:38 AM
 Signed: 4/18/2016 10:32:28 AM

Using IP Address: 63.175.76.174

Electronic Record and Signature Disclosure:
 Accepted: 4/18/2016 10:31:38 AM
 ID: b2af5d70-262c-4950-87c1-c714425ca354

Scarlett J Godfrey
 SGodfrey@drhorton.com
 Security Level:
 https://PaperDocuments
 ID: 00000000-0000-0000-0000-000000000000
 4/17/2016 3:33:11 AM

DocuSigned by:
Scarlett J Godfrey
 D0108F634DD242C...

Sent: 4/17/2016 10:32:31 AM
 Viewed: 4/17/2016 10:33:25 AM
 Signed: 4/17/2016 10:35:50 AM

Using IP Address: 208.87.233.201

Electronic Record and Signature Disclosure:
 Accepted: 4/17/2016 10:33:25 AM
 ID: 57235082-39a4-4455-ad21-65fcb533c4f

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

| | | |
|------------------------------|---------------|------------------|
| Agent Delivery Events | Status | Timestamp |
|------------------------------|---------------|------------------|

| | | |
|-------------------------------------|---------------|------------------|
| Intermediary Delivery Events | Status | Timestamp |
|-------------------------------------|---------------|------------------|

| | | |
|----------------------------------|---------------|------------------|
| Certified Delivery Events | Status | Timestamp |
|----------------------------------|---------------|------------------|

| | | |
|---------------------------|---------------|------------------|
| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|

| | | |
|----------------------|--|------------------|
| Notary Events | | Timestamp |
|----------------------|--|------------------|

| | | |
|--------------------------------|---------------|-------------------|
| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 4/18/2016 10:31:24 AM |
| Certified Delivered | Security Checked | 4/18/2016 10:31:38 AM |
| Signing Complete | Security Checked | 4/18/2016 10:32:28 AM |
| Completed | Security Checked | 4/18/2016 10:32:28 AM |

Electronic Record and Signature Disclosure

**CONSENT TO ELECTRONIC RECEIPT OF CONSUMER DISCLOSURES
REGARDING YOUR HOME PURCHASE CONTRACT AND ELECTRONIC
SIGNATURE OF YOUR HOME PURCHASE CONTRACT**

D.R. Horton, America's Builder (hereinafter "we," "us" or the "Company") is required by law to provide you certain written notices and disclosures about your home purchase contract (collectively, "Disclosures"). Set forth below are the terms and conditions for providing Disclosures to you electronically. In addition, we provide you with the option of electronically executing, through the DocuSign, Inc. ("DocuSign") electronic signing system ("DocuSign System"), all documents comprising your home purchase contract including, but not limited to, the home purchase contract and related contract addenda, Disclosures, amendments and change orders (hereinafter referred to as "Your Contract"). The terms and conditions regarding such electronic signature are also set forth below.

Please read carefully and thoroughly the information below. If you can access this information electronically, to your satisfaction, and agree to receive Disclosures electronically and to execute Your Contract with us electronically through the DocuSign System, in accordance with these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document. If you do not agree, you will receive Disclosures in paper format, and you will be required to sign paper copies of Your Contract in ink. If Your Contract and Disclosures are provided to you in paper format, there will be no charge or expense to you. The terms and conditions set forth below and your agreement to these terms and conditions will apply to all transactions related to Your Contract conducted between you and the Company through the DocuSign System. **You are not required to receive or execute documents comprising Your Contract electronically.**

Right to Obtain Paper Copies

At any time, you may request from us a paper copy of Your Contract or Disclosures that we previously made available to you electronically. You will have the ability to download and print documents that we send to you through the DocuSign System during, and immediately after, a signing session and, if you elect to create a DocuSign signer account, you may access such documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you a paper copy of any such document, you may request a paper copy from us by following the procedure described below under "Procedure to Request Paper Copies of Your Contract and Disclosures Regarding Your Contract from the Company." We will not charge you any fees for one paper copy of any such requested document.

Right to Withdraw Your Consent

If you decide to receive Disclosures from us electronically and to execute Your Contract with us electronically through the DocuSign System, you may, at any time thereafter, change your mind and tell us that you now wish to receive Disclosures only in paper format and to execute Your Contract with an ink signature. How you must inform us of your decision to receive future Disclosures in paper format, execute Your Contract with an ink signature and withdraw your consent: (i) to receive Disclosures and (ii) to execute Your Contract electronically is described below under "Procedure to Withdraw Your Consent to Receive Future Disclosures Regarding Your Contract in Electronic Format and Electronically Execute Your Contract."

Consequences of Changing Your Mind

If you elect to receive required Disclosures only in paper format and execute Your Contract with an ink signature, it will slow the speed at which we can complete certain steps in the home

purchase transaction with you and deliver certain related services to you because we must send the required Disclosures and Your Contract to you in paper format, and then wait until we receive your acknowledgment of your receipt of such paper Disclosures and Your Contract, including any required signatures.

All Disclosures Regarding Your Contract Will Be Sent to You Electronically

Unless you tell us otherwise in accordance with the procedures described herein, all Disclosures and Your Contract will be provided to you electronically through the DocuSign System. To reduce the chance of you inadvertently not receiving a Disclosure or a document comprising Your Contract, we prefer to provide all required Disclosures and Your Contract documents to you by the same method (electronically or in paper format) and, if electronically, to one email address. Thus, you can receive all Disclosures and Your Contract electronically or in paper format via mail. If you do not agree to electronic receipt, please let us know as described below under "Procedure to Withdraw Your Consent to Receive Future Disclosures Regarding Your Contract in Electronic Format and Electronically Execute Your Contract." Please also see the paragraph immediately above that describes the consequences of electing not to receive Disclosures and Your Contract documents electronically.

Procedure to Contact the Company

You may send an email message, as described below, to support-edocs@drhorton.com: (i) to let us know of any changes as to how we may contact you electronically, (ii) to request paper copies of certain information from us, and (iii) to withdraw your prior consent to receive Disclosures and execute Your Contract electronically.

Procedure to Advise the Company of Your New Email Address

To let us know of a change in the email address where you wish to receive Disclosures and Your Contract electronically, you must send an email message to support-edocs@drhorton.com. In the body of such request, you must state: your previous email address and your new email address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing an email address in the DocuSign System.

Procedure to Request Paper Copies of Your Contract and Disclosures Regarding Your Contract from the Company

To request delivery from us of a paper copy of any Disclosure previously provided to you electronically or any document comprising Your Contract that you executed electronically, you must send an email to support-edocs@drhorton.com and in the body of such request you must state your email address, full name, US Postal address, telephone number and property address for the home you are purchasing or have purchased.

Procedure to Withdraw Your Consent to Receive Future Disclosures Regarding Your Contract in Electronic Format and Electronically Execute Your Contract

To inform us that you no longer wish to receive future Disclosures in electronic format or that you have changed your mind regarding the use of the DocuSign System to execute Your Contract electronically, you must either:

- i. decline to sign Your Contract within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or

- ii. send an email to support-edocs@drhorton.com and, in the body of such request, state your email address, full name, U.S. Postal address, telephone number and property address for the home you are purchasing or have purchased. We do not need any other information from you to withdraw your consent.

As a result of your consent withdrawal, you will no longer be able to use the DocuSign System to receive Disclosures electronically or to sign Your Contract electronically. Withdrawal of your consent will not, however, affect the legal validity and enforceability of any Disclosure that you previously received electronically or of any documents that comprise Your Contract that you previously executed electronically. Any withdrawal of your consent will be effective immediately. We will not charge you a fee for withdrawal of your consent.

Required* Hardware and Software

| | |
|----------------------------|---|
| Operating Systems: | Windows® XP, Windows Vista®; Windows 7; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 7.0 or above (Windows only); Mozilla Firefox 3.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only); Google Chrome 5.0 or above. |
| Mobile Signing: | Apple iOS 4.0 or above; Android 2.2 or above. |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 1024 x 768 minimum |
| Enabled Security Settings: | Allow per session cookies |

*These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging Your Access and Consent to Receive Materials Regarding Your Contract Electronically and Execute Your Contract Electronically

To confirm to us that you can access this information electronically, which will be similar to other Disclosures and documents comprising Your Contract that we will provide to you, please verify, by clicking the "I agree" button below, that: (i) you were able to read this electronic disclosure and that you also were able to print this page on paper or electronically save it for your future reference and access or (ii) that you were able to email this disclosure to an address where you will be able to print it on paper or save it for your future reference and access.

Further, if you consent to receiving Disclosures in electronic format and to execute Your Contract through the DocuSign System on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I agree" box, I confirm that:

- **I can access and read this electronic CONSENT TO ELECTRONIC RECEIPT OF CONSUMER DISCLOSURES REGARDING YOUR HOME PURCHASE CONTRACT AND ELECTRONIC SIGNATURE OF YOUR HOME PURCHASE CONTRACT; and**
- **I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and**
- **Until or unless I notify the Company as described above, I consent to receive and to execute through electronic means, all Disclosures and all Your Contract documents.**



NORTH PER C/L OF DOUBLEGATE DRIVE AS S89°26'30"E.

- L1
(P) N68°35'55"W 29.45'
(F) N68°33'23"W 29.41'
- L2
(P) N52°14'51"W 27.92'
(F) N52°22'00"W 27.95'
- L3
(P) N07°13'22"W 21.55'
(F) N07°13'58"W 21.58'
- L4
(P) N85°06'37"E 20.87'
(F) N84°36'41"E 20.89'
- L5
(P) N54°00'51"E 21.49'
(F) N54°17'06"E 21.56'
- L6
(P) N47°22'38"E 35.33'
(F) N47°25'23"E 35.30'

DOUBLEGATE DRIVE (40' R/W)

C1
Δ: 36°53'40"
R: 50.00'
L: 32.20'
C: 31.84" (P&F)
CB: S80°59'50"E (P)
CB: S80°55'28"E (F)

C2
Δ: 180°00'00"
R: 30.00'
L: 94.25'
C: 60.00" (P) 60.01" (F)
CB: S89°28'30"E (P)
CB: S89°28'30"E (F)

PARCEL "G"
CONSERVATION EASEMENT

WETLANDS

(F) N80°48'53"E 54.60'
(P) N80°49'55"E 54.61'

WETLANDS

L1
L2
L3
L4
L5

LOT 13

L6

LOT 12

(P) N88°53'41"W 78.62'
(F) N88°59'05"W 78.60'

WETLANDS

LOT 11

5' UTILITY EASEMENT

PROPOSED 3-STORY
STACKED RESIDENCE
BASED ON 7"

- FOUND NAIL AND DISC NO. 6783
- FOUND 1/2" CAPPED IRON ROD NO. 6783
- FOUND 1/2" CAPPED IRON ROD (UNREADABLE)
- SET 1/2" RED CAPPED IRON ROD NO. LB 6112

©COPYRIGHT 2014 BY BULLER AND ASSOCIATES OF PENSACOLA INC.

Lands shown herein were not obstructed for easements and/or right of way, recorded or unrecorded, by this firm. No search of the public records has been performed by this firm to determine any defects and/or ambiguities in the title. Underground portions of foundations, footings, or any other underground structures were not located unless otherwise noted. Measurements were made in accordance with United States standards. Property is subject to setbacks, easements and restrictions of record. 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. This survey and/or sketch does not reflect or determine ownership. Federal and State copyright acts protect this survey and/or sketch from unauthorized use. This map is not to be copied or reproduced in whole or part and is not to be used for any other transaction. This survey and/or sketch cannot be used for the benefit of any other person, company or firm without prior written consent of the copyright owner and is to be returned upon request.

DESCRIPTION: LOT 12 BLOCK --- PERDIDO GARDENS PHASE I
being a portion of Section 14 Township 3 SOUTH Range 32 West ESCAMBIA County, Florida
according to plat recorded in Plat Book 1R Page 24

Board of Adjustment

6. B.

Meeting Date: 04/19/2017
CASE: V-2017-02
APPLICANT: Nicholas Schumm, Agent for Diocese of Pensacola, Owner
ADDRESS: 3295 Barrancas Ave
PROPERTY REFERENCE NO.: 59-2S-30-2300-000-005
ZONING DISTRICT: MDR, Medium Density Residential district
FUTURE LAND USE: MU-U, Mixed-Use Urban

SUBMISSION DATA:
REQUESTED VARIANCE:

Applicant is requesting a variance to allow increasing the height of proposed replacement sign from 6 feet to 12 feet.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 5-8.7 On-premises signs (a)(1).

(1) Nonresidential uses. Includes houses of worship, educational institution, library, community center and civic organization and other permitted nonresidential uses. (Note: Home occupations are accessory to the principal activity and signage is specifically not allowed.

Permitted signs are:
 One sign:

Height maximum . . . 6 ft. From grade

CRITERIA

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

CRITERION (1)

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

FINDINGS-OF-FACT

This site was designed and built for a unique use prior to the adoption of zoning and the re-routing of Barrancas Avenue. These changes have created practical difficulties for identification signage on this property relative to the main course of Barrancas Avenue.

CRITERION (2)

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

FINDINGS-OF-FACT

The practical hardships unique to this site are not a result of actions of the applicant.

CRITERION (3)

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

FINDINGS-OF-FACT

Given the unique features of this site, granting the requested variances would confer not on the applicant special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district.

CRITERION (4)

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

FINDINGS-OF-FACT

Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district that do not have the same unique features.

CRITERION (5)

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

FINDINGS-OF-FACT

The requested variance is the minimum variance necessary given the unique hardships of the site.

CRITERION (6)

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

FINDING OF FACT:

The requested variance would not be consistent with the general intent and purpose of the land development code. However, it appears that the proposed variance would also not be injurious to the area or otherwise detrimental to the public welfare.

STAFF RECOMMENDATION

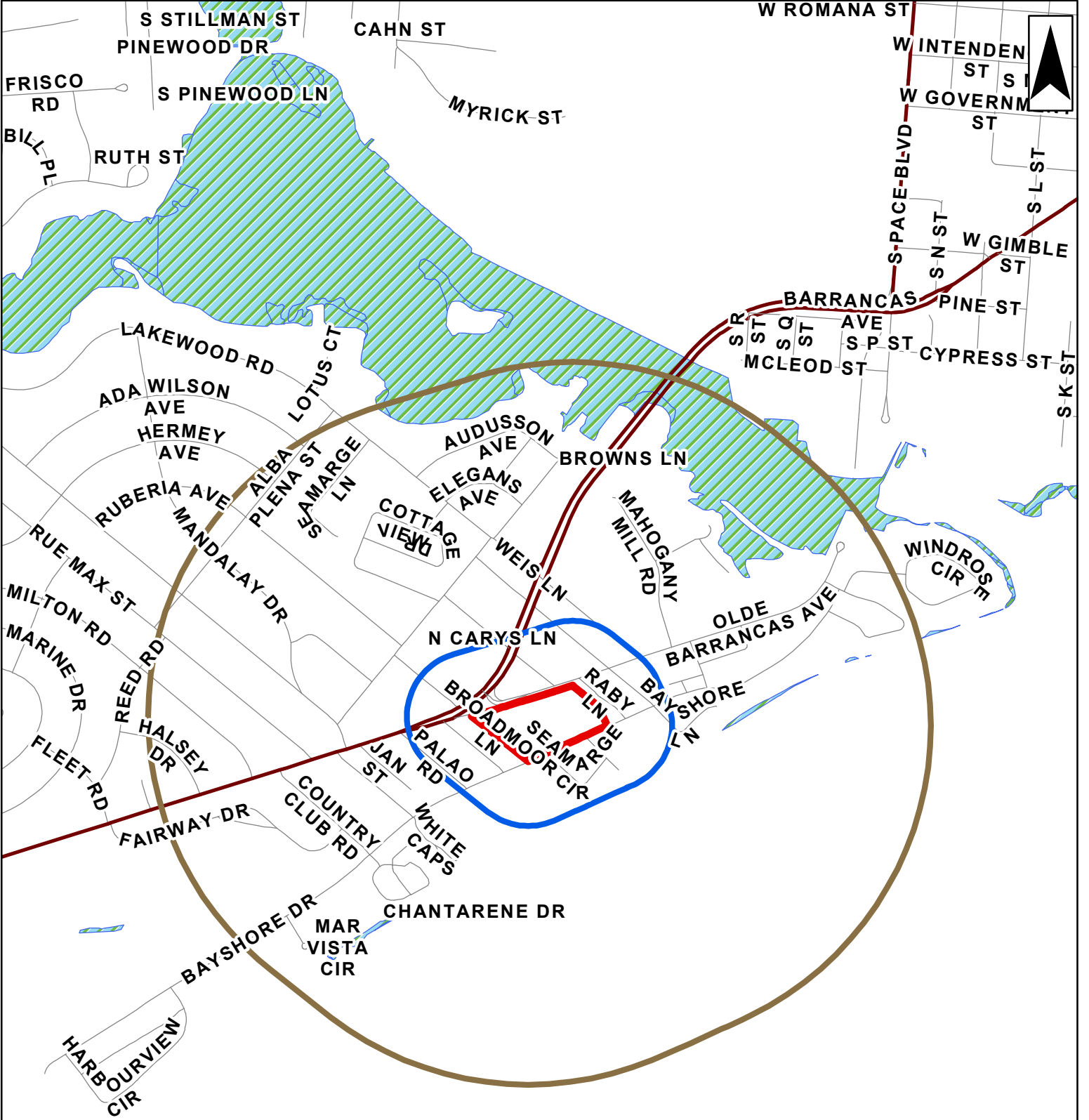
Staff finds that the request does not meet all of the required criteria and recommends denial of the request as submitted.

Attachments


V-2017-02

V-2017-02

3295 Barrancas



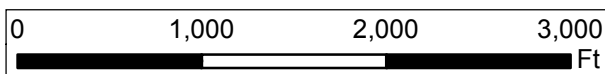
STAR LAKE DR











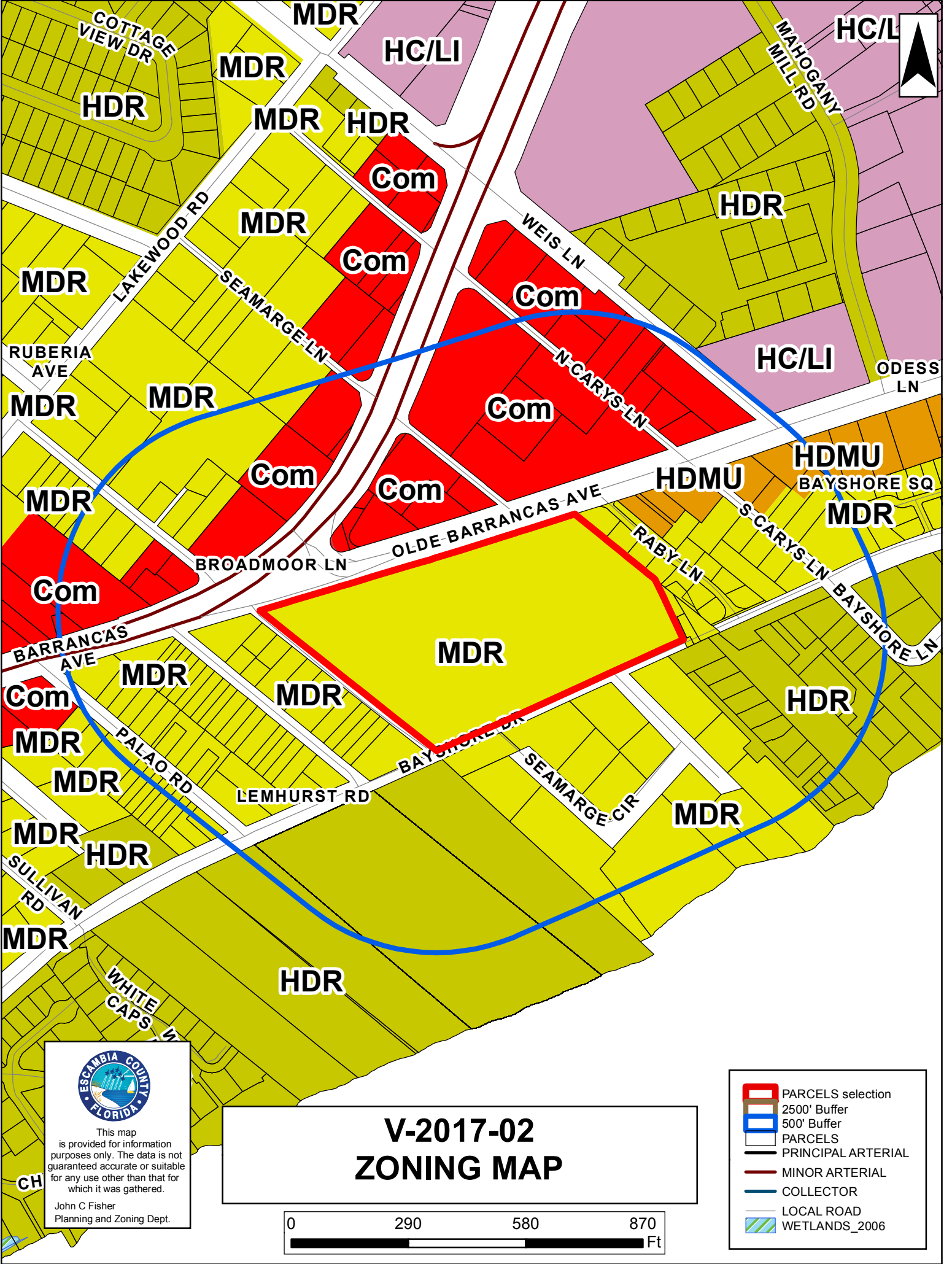
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

John C Fisher
Planning and Zoning Dept.

V-2017-02 LOCATION & WETLAND MAP

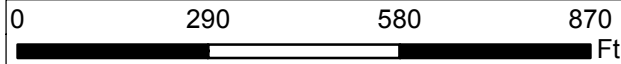


-  PARCELS selection
-  2500' Buffer
-  500' Buffer
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  WETLANDS_2006

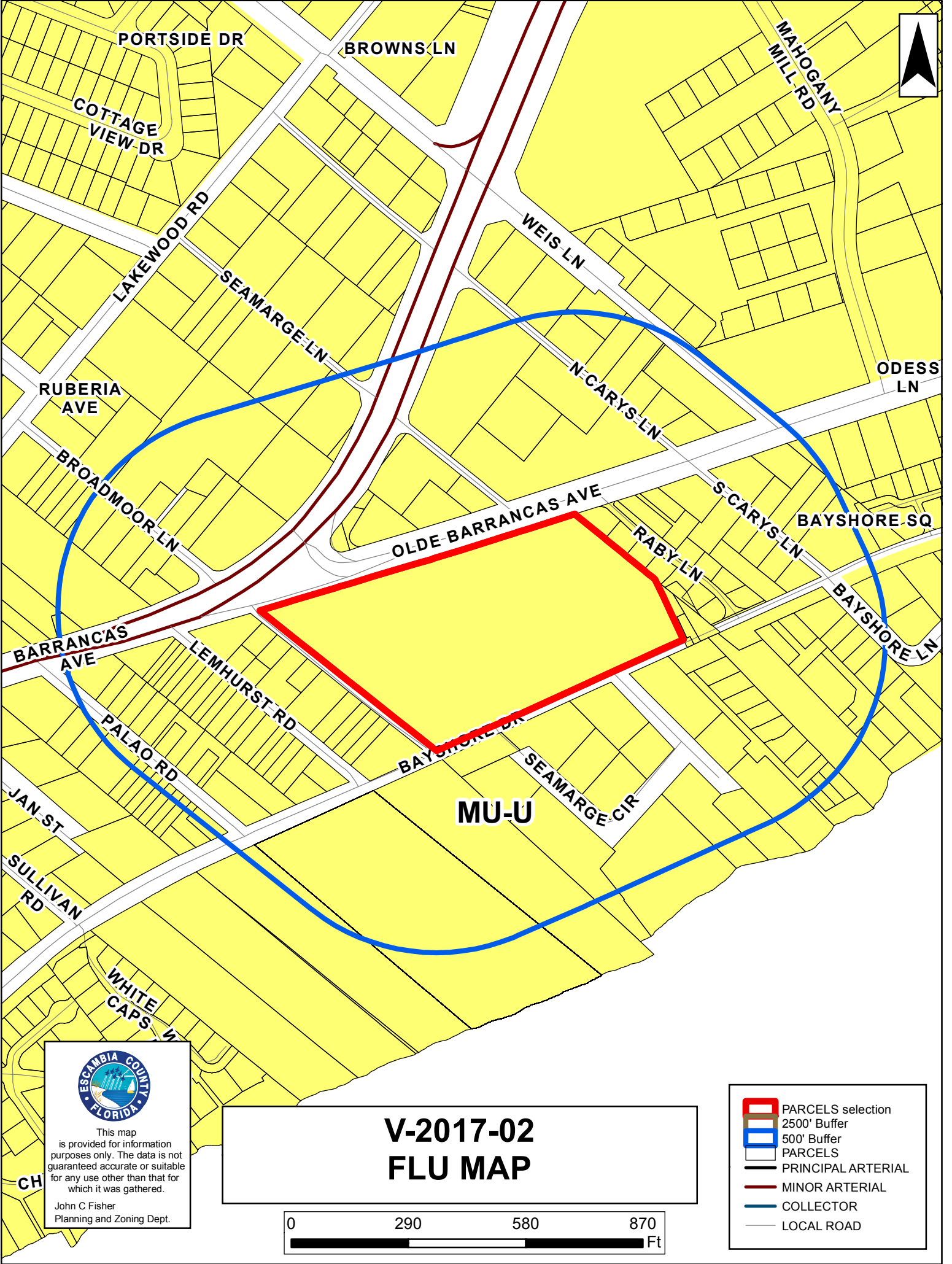


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 John C Fisher
 Planning and Zoning Dept.

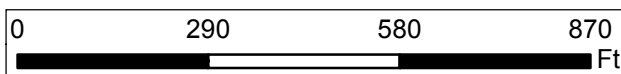
V-2017-02 ZONING MAP




- PARCELS selection
- 2500' Buffer
- 500' Buffer
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS_2006



V-2017-02 FLU MAP



- █ PARCELS selection
- █ 2500' Buffer
- █ 500' Buffer
- 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.

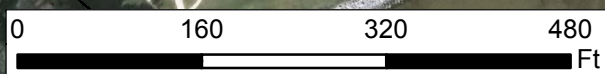
John C Fisher
Planning and Zoning Dept.



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.

John C Fisher
Planning and Zoning Dept.

V-2017-02 AERIAL MAP



Legend

- PARCELS selection
- 500' Buffer
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Escambia_2016_Aerials.ecw

RGB

- Red: Red
- Green: Green
- Blue: Blue



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>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: V-2017-02 Accepted by: _____ BOA Meeting: 4/19/17

Condition Use Request for: _____

Variance Request for: Additional 6' of Height - Sign total height is 12' tall.

1. Contact Information:

A. Property Owner/Applicant: Saint Thomas More Catholic Church

Mailing Address: 510 Bayshore Drive

Business Phone: 850-456-2543 Cell: _____

Email: office@stm.ptdiocese.org

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: 3295 Barrancas Avenue

Parcel ID (s): 59-25-30-2300-000-005

B. Total acreage of the subject property: 7.52 +/- acs

C. Existing Zoning: MDR

FLU Category: MU-U

D. Is the subject property developed (if yes, explain): It has 2 Churches, rectory and the Church office

E. Sanitary Sewer: _____ Septic: _____

3. Amendment Request

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

We would like to increase the height of our proposed sign from the allowed 6' to 12' to help improve the visibility of our sign after the change to the road. We will keep the face sign in compliance (32 sq ft) and only raise the sign face to 12' tall.

- B. For Variance Request – Please address *ALL* the following approval conditions for your Variance request. (use supplement sheets as needed)**

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

We have a 3' fence along the property facing Barrancas Avenue and since the alteration of the road, we have no visibility and need a 2 sided sign with a bit more height. Also, our Church is next to a Vietnamese Church and this sign will help distinguish between our Church and the Vietnamese Church. This has been a constant problem over the years, since the Vietnamese Church moved into the former St. Thomas More School which is adjacent. Many people assume that St. Thomas More Church closed as well.

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

N/A

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

Before the main street "Barrancas" was altered we were in a zone that would permit a sign 6' wide x 12' tall. We are at the beginning of the road and want to be seen from Barrancas. The overall allowed face size will conform to the new zone only the height is in question.

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

This variance will allow us to make a sign tall enough to be seen on both sides from Barrancas Avenue. 12' tall gets our message over a fence and visible from Barrancas Ave.

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

Yes

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

The sign proposed is non internally lit, made from stucco with raised gold leaf lettering. No flashing lights or bright colors.

- 3. On-site circulation.** Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

No change.

- 4. Nuisances and hazards.** The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

After the intersection had been altered, we found our visibility had been diminished. Adding 6' to the height of the sign to make us visible from Barrancas as we were prior to the road improvement.

- 5. Solid waste.** All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

N/A

- 6. Screening and buffering.** Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

N/A

7. **Signs and lighting.** All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

Yes

4. **Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney**

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

As owner of the property located at _____
_____, Florida, property reference number(s) _____
_____ I hereby designate _____
_____ 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 _____ day of _____
the year of, _____, and is effective until the Board of County Commissioners or the Board of
Adjustment has rendered a decision on this request and any appeal period has expired. The owner
reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice
to the Development Services Bureau.

Agent Name: _____ Email: _____
Address: _____ Phone: _____

| | | |
|--------------------------------------|---|---------------|
| _____ Signature of Property Owner | _____ Printed Name of Property Owner | _____ Date |
| _____ Signature of Property Owner | _____ Printed Name of Property Owner | _____ Date |

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____
by _____.
Personally Known OR Produced Identification . Type of Identification Produced: _____

Signature of Notary

Printed Name of Notary

(Notary Seal)

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/board-adjustment> or contact us at 595-3448

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.

Rev. Nicholas Schumm
Signature of Owner/Agent

Rev. Nicholas Schumm
Printed Name Owner/Agent

07 March 2017
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 7th day of March 20 17, by Nicholas Schumm

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

Michele A. Johnston
Signature of Notary

Michele A. Johnston
Printed Name of Notary (notary seal)





SIGNS • LOGOS • CREATIVE SOLUTIONS

614 West Intendencia Street Pensacola, FL 32502 (O)850.332.6211 (C) 850.776.4241





SIGNS • LOGOS • CREATIVE SOLUTIONS

614 West Intendencia Street Pensacola, FL 32502 (O)850.332.6211 (C)850.293.0970



DEVELOPMENT REVIEW - ACTIVITY TRACKING

PLEASE PRINT ALL INFORMATION

Date 07 Mar 2017

Customer Name (First, Last) Schumm, Nicholas
Company St Thomas More Catholic Church

Address In Question 3295 Barrancas Ave.

City Pensacola FL

Zip Code 32507 Phone # (850) 456.2543

Parcel #(s): _____
In Question _____

Information Requested: _____

(for Office Use Only)

- Assisted by:
(Check \checkmark One) Barbara Winns
 Brad Bane
 Brenda Wilson
 Caleb MacCartee
 Christina Smith
 Roza Sestnov
 Terry Williams
 Other Staff

Date _____

Name _____

Information Provided: _____

Additional Information: _____
(If Any) _____



Development Services Department
Building Inspections Division

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

RECEIPT

Receipt No. : **688262**

Date Issued. : 03/08/2017

Cashier ID : JMCOSTIN

Application No. : PBA170300007

Project Name : V-2017-02

Address : 510 Bayshore Drive

PAYMENT INFO

| Method of Payment | Reference Document | Amount Paid | Comment |
|-------------------|--------------------|-----------------|-----------------------|
| Check | 20118 | \$428.50 | App ID : PBA170300007 |
| | | \$428.50 | Total Check |

Received From : ST THOMAS MORE CHURCH

Total Receipt Amount : **\$428.50**

Change Due : \$0.00

APPLICATION INFO

| Application # | Invoice # | Invoice Amt | Balance | Job Address |
|---------------|-----------|-------------|---------|--|
| PBA170300007 | 781651 | 428.50 | \$0.00 | 3295 BARRANCAS AVE, PERDIDO KEY, 32507 |

Total Amount :

428.50

\$0.00

Balance Due on this/these
Application(s) as of 3/8/2017

Invoice Detail

Permit ID #: PBA170300007

Invoice #: 781651

Invoice Date: 03/08/2017 10:15:47

| Period | Fee Item | Qty | Fee |
|--------|---|-----|----------|
| FINAL | VARIANCE APPLICATION | 1 | \$423.50 |
| FINAL | DSD CONSTRUCTION TECHNOLOGY FEE SURCHARGE | 1 | \$5.00 |

Total Fee: \$428.50

Board of Adjustment

6. C.

Meeting Date: 04/19/2017
CASE: CU-2017-05
APPLICANT: Brad Moore, Agent for Walmart, Owner
ADDRESS: 1525 E. Nine Mile
PROPERTY REFERENCE NO.: 13-1S-30-1100-000-000 &
13-1S-30-1100-000-002
ZONING DISTRICT: Com, Commercial district
FUTURE LAND USE: MU-U, Mixed-Use Urban and C,
Commercial
OVERLAY DISTRICT: NA

SUBMISSION DATA:

REQUESTED CONDITIONAL USE:

The applicant is requesting a Conditional Use for a mural sign.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section:5.8-7(e)(4) and (f)(4)

(e) Wall signs.

(4) Architectural accents, murals, roof signs and historic signs: Such signs shall be permitted only as a conditional use.

CRITERIA:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 2-6.4

CRITERION (a)

General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

FINDINGS-OF-FACT

The Land Development Code requires for the applicant to submit a request for a mural sign. The applicant did provide a site plan and other specific visual aids to reflect the overall size and appearance of the proposed mural sign. Based on the supporting documentation, the appearance of the proposed mural sign would be compatible with the overall commercial character of adjacent properties and other properties in the immediate area.

CRITERION (b)

Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

FINDINGS-OF-FACT

The proposed facility and specific services required, were approved via development order # PSP150300033 dated December 2, 2015.

CRITERION (c)

On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

FINDINGS-OF-FACT

The request for a mural sign would not have an impact on the site circulation, egress or ingress to the site and structure; the request does not have an impact on pedestrian safety and convenience. The mural sign would not affect traffic flow, on-site parking and loading or emergency vehicle access.

CRITERION (d)

Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

FINDINGS-OF-FACT

The request for a mural sign does not have an effect on the scale, intensity or operations on the approved activity and will not generate any nuisances for adjacent properties.

CRITERION (e)

Solid waste. All on site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

FINDINGS-OF-FACT

The requested mural sign does not have an effect on any of the aspects of solid waste.

CRITERION (f)

Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

FINDINGS OF FACT:

The main building structure was approved taking into consideration the current

standards in the Land Development Code; the request for a mural sign does not have an impact on screening and buffering requirements.

CRITERION (g)

Signs and lighting. All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

FINDINGS OF FACT:

The proposed mural sign, as submitted by the applicant, will be compatible with the commercial character or adjoining and immediate area properties. If any lighting is proposed with the mural sign, the current Land Development Code requirements will apply during the review for compatibility with the surrounding area.

CRITERION (h)

Site characteristics. The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.

FINDINGS OF FACT:

The proposed mural sign does not modify the approved uses for the main structure. The proposed mural, as presented by the applicant, appears to be esthetically pleasing and compatible with other existing commercial signs in the area.

CRITERION (i)

Use requirements. The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

FINDINGS OF FACT:

The proposed mural sign appears to comply with any conditional use requirements of the commercial zoning for an approved retailer.

STAFF FINDINGS

Staff recommends approval of the Conditional Use request for a mural sign.

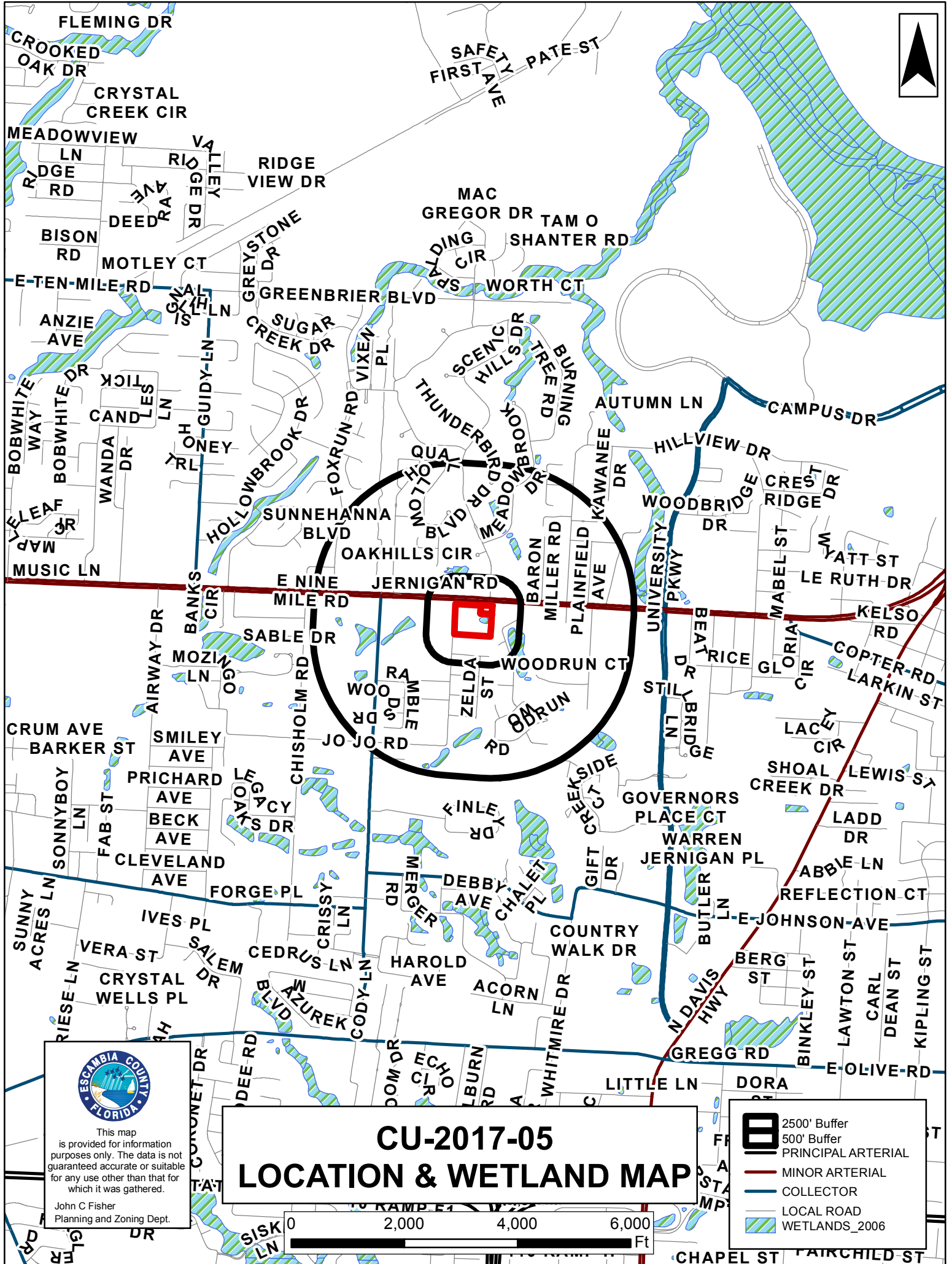
BOA DECISION

Attachments

CU-2017-05

CU-2017-05

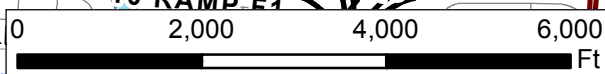
1525 E Nine Mile Rd



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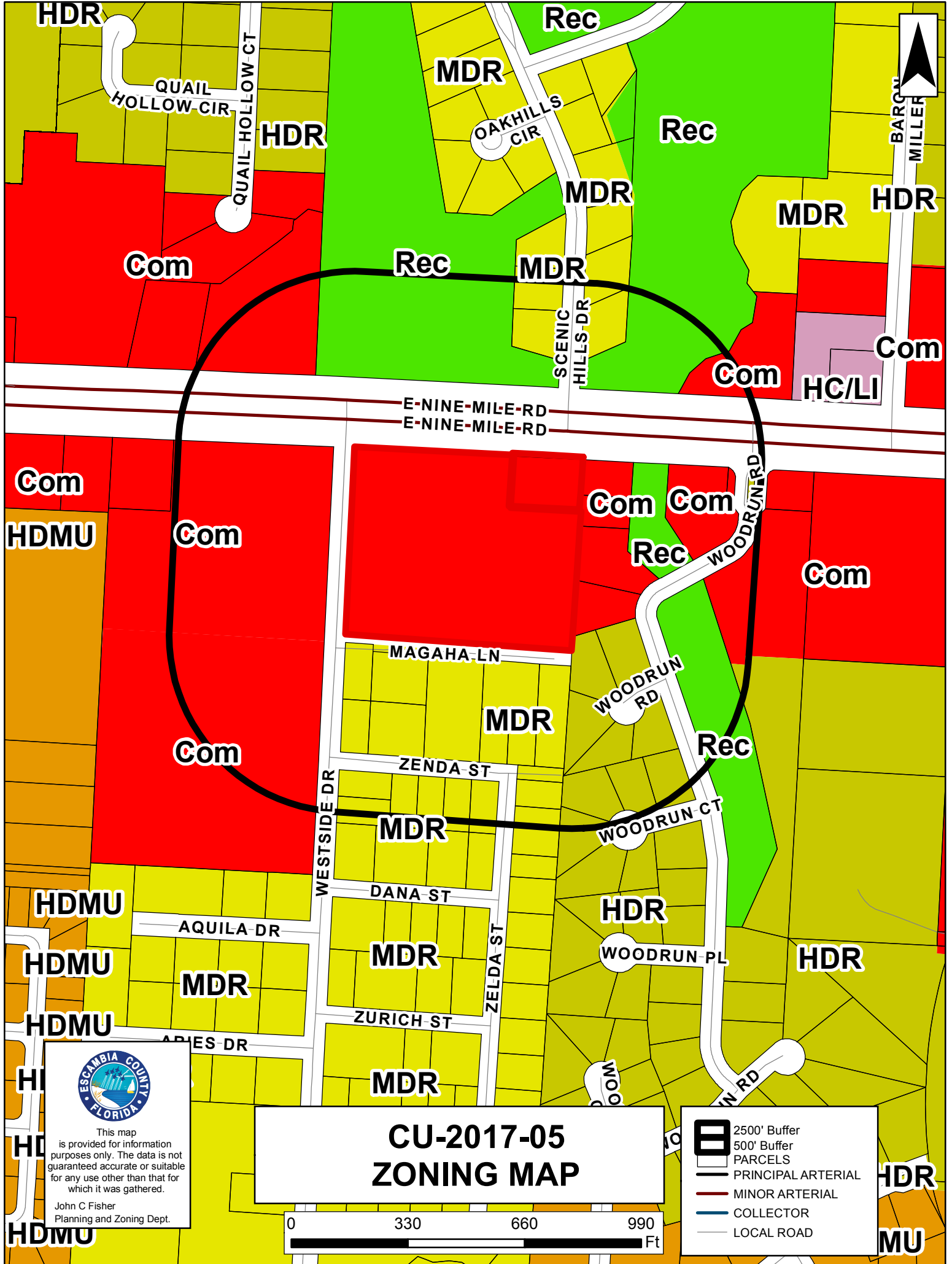
John C Fisher
Planning and Zoning Dept.


CU-2017-05 LOCATION & WETLAND MAP



- 2500' Buffer
- 500' Buffer
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS_2006

CHAPEL ST FAIRCHILD ST



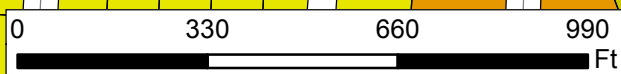









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 John C Fisher

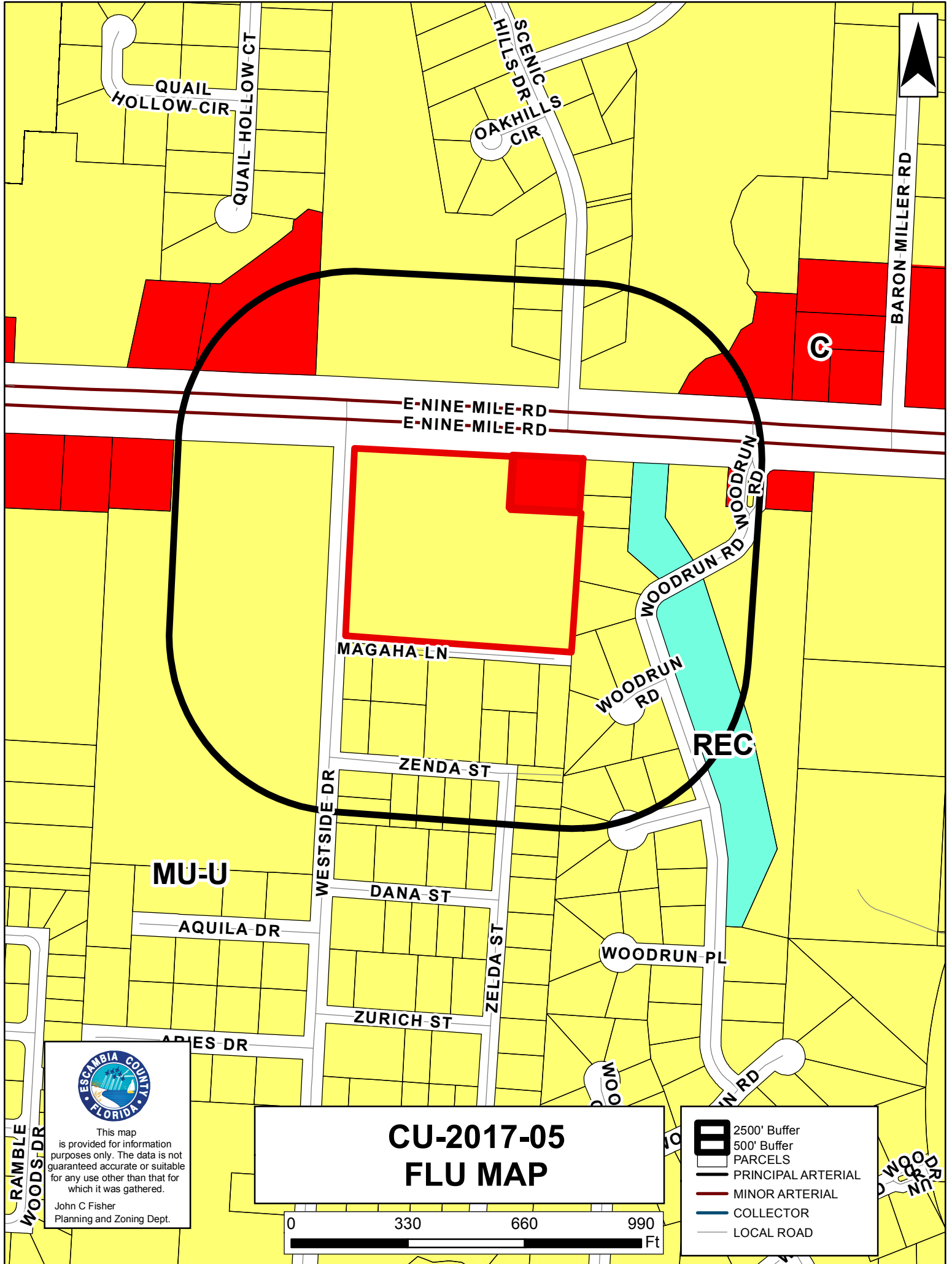
 Planning and Zoning Dept.

CU-2017-05
ZONING MAP



-  2500' Buffer
-  500' Buffer
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD








HDR
 MU

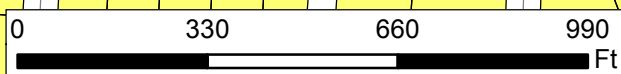



MU-U

REC

**CU-2017-05
FLU MAP**

-  2500' Buffer
-  500' Buffer
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD




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 John C Fisher
 Planning and Zoning Dept.

RAMBLE WOODS DR

BARON MILLER RD

QUAIL HOLLOW CIR

QUAIL HOLLOW CT

HILLS SCENIC DR
OAKHILLS CIR

E-NINE-MILE-RD
E-NINE-MILE-RD

MAGAHA LN

WOODRUN RD
WOODRUN RD
WOODRUN RD

ZENDA ST

WESTSIDE DR

DANA ST

AQUILA DR

WOODRUN PL

ZURICH ST

APLES DR

ZELDA ST

WOOD

WOOD

WOOD



QUAIL HOLLOW CIR

QUAIL HOLLOW CT

OAKHILLS GIRLS SCIENCE CIR

E NINE MILE RD
E NINE MILE RD

WOODRUN RD
WOODRUN RD

WESTSIDE DR

MAGAHA LN

WOODRUN RD

ZENDA ST

WOODRUN CT

DANA ST

A ST



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John C Fisher
Planning and Zoning Dept.

CU-2017-05 AERIAL MAP



- PARCELS
 - PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
- Escambia_2016_Aerials.ecw
- RGB
- Red: Red
 - Green: Green
 - Blue: Blue

Letter of Transmittal

| | | | |
|----------|--|------------|--|
| To: | Terry Williams | From: | Teresa Murphy |
| Address: | Escambia County 3363 West Park Place Pensacola, FL 32505 | Date: | 03-02-2017 |
| Phone: | 850-595-3632 | Re: | Walmart Neighborhood Market #5771 Pensacola E Nine Mile, FL |
| Fax: | | Project #: | 97120366 |
| | | Via: | Fed Ex Priority Overnight |

We transmit the following:

1 check for application fee of \$1275.50
1 application, notarized and signed
1 lease agreement for proof of ownership
1 ALTA land survey of property
2 color renderings on store showing the fruit mural we are asking for a conditional use for
Sheet A2 showing location of mural on store
Sheet A2.2 showing dimensions and square footage of mural
Sheet A3.2 showing detail at bottom of mural

Please let me know if anything else is needed to complete this package for the hearing on April 19th at 8am

Best Regards,



Teresa Murphy

CC:



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>

DO NOT SUBMIT INFORMATION BELOW WITH APPLICATION

BOARD OF ADJUSTMENT APPLICATION FOR CONDITIONAL USE/VARIANCE

A. Prior to Application Submittal

Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a **pre-application meeting** with a Planner to personally discuss your site and prospective plans for it, to review the application forms and criteria with you, to answer any questions you may have, and/or any possible alternatives.

B. Application Submittal

It is important for the application packet to be **complete** and **on time** in order to process and schedule your request for the required public hearing(s). The submittal deadline is the **FIRST THURSDAY of the PREVIOUS MONTH**. In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed and submitted prior to the deadline. *Scheduling a pre-application meeting with a Planner is recommended.* Any incomplete application will not be accepted by Staff and any application submitted after the deadline will be processed for the next available meeting.

The owner and/or agent acting in his/her behalf, **must** sign the certification(s) where indicated on the application. If an agent is handling the request, the owner **must** submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated **no more than sixty (60) days** prior to application submittal.

No guarantee is made for the approval of any petition. Fees are non-refundable regardless of the decision.

C. Public Hearing(s)

It is the **Applicant's burden** to show consistency with all applicable criteria. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting and the subsequent Board of County Commissioners meeting. The Applicant/Agent will receive Staff's Findings of Fact prior to the Planning Board Meeting.

D. Public Notice

Per the Land Development Code Chapter 2, Article 7: Adequate public notice/advertisement will be consistent with Florida Statutes and the Comprehensive Plan prior to the hearing. Current property owners within a 500 foot radius of the subject property will be notified of the proposed rezoning request by DSD at least fifteen (15) days prior to the hearing. Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's Office website (escpa.org).



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>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: CH2017-05 Accepted by: JSH BOA Meeting: 4/19/17

Condition Use Request for: Mural sign

Variance Request for: _____

1. Contact Information:

A. Property Owner/Applicant: Walmart Real Estate - Zack Pollard

Mailing Address: _____

Business Phone: 479-204-0136 Cell: _____

Email: Zack.pollard@walmart.com

B. Authorized Agent (if applicable): BRB Architecture

Mailing Address: 6700 Antioch Ste. 250 Meridian KS 66204

Business Phone: 913-236-3335 Cell: 913-485-1161

Email: brad.moore@brbarch.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: 1525 E. Nine Mile Road Pensacola, FL 32514

Parcel ID (s): 13-15-30-1100-000-002, 13-15-30-1100-000-000

B. Total acreage of the subject property: 7.87

C. Existing Zoning: Commercial District (Comm)

FLU Category: Mixed Use, Urban MU-U

D. Is the subject property developed (if yes, explain): Walmart Neighborhood Market under construction.

E. Sanitary Sewer: Yes Septic: _____

3. Amendment Request

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

n/a

B. For Variance Request – Please address ALL the following approval conditions for your Variance request. (use supplement sheets as needed)

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

n/a

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

n/a

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

n/a

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

n/a

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

n/a

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

n/a

C. For Conditional Use Request – Please address ALL the following approval conditions for your Conditional Use request. (use supplement sheets as needed)

- 1. General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

The mural sign is part of Walmart's brand image for the new Neighborhood Market prototype. It indicates the type of fresh produce associated with the store. The colors are compatible with the rest of the store and the surrounding development.

- 2. Facilities and services.** Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

yes

3. **On-site circulation.** Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

yes

4. **Nuisances and hazards.** The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

correct.

5. **Solid waste.** All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

correct

6. **Screening and buffering.** Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

correct

7. **Signs and lighting.** All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

correct.

4. **Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney**

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

As owner of the property located at 1525 E. Nine Mile Road
Pensacola, Florida, property reference number(s) 13-15-30-1100-000-002,
13-15-30-1100-000-000 I hereby designate Brad Moore
_____ 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 _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: _____ Email: _____
Address: _____ Phone: _____

[Signature]

Signature of Property Owner

Zack Pollard

Printed Name of Property Owner

3/1/17

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Arkansas COUNTY OF Benton
The foregoing instrument was acknowledged before me this 1 day of March 2017,
by Zack Pollard.

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

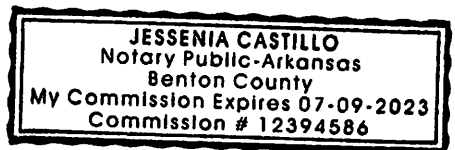
[Signature]

Signature of Notary

Jessenia Castillo

Printed Name of Notary

(Notary Seal)



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/board-adjustment> or contact us at 595-3448

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: ^{lease agreement} 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.

[Signature]
Signature of Owner/Agent

Zack Pollard
Printed Name Owner/Agent

3/1/17
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Arkansas COUNTY OF Benton The foregoing instrument was acknowledged before me this 1 day of March 20 17, by Zack Pollard.

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

[Signature]
Signature of Notary

Jessenia Castillo
Printed Name of Notary (notary seal)



Prepared by and return to:
David J. Edwards, Esquire
Edwards Cohen
200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

RE Parcel Nos.: 02-1650-0000 and 02-1651-0000

SHORT FORM LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS SHORT FORM LEASE ("Short Form Lease") is made as of the 8th day of March, 2016, by and among BRIGHT-MEYERS-SASSER WESTSIDE LLC, a Tennessee limited liability company, whose mailing address is 587 Market Street, Suite 400, Chattanooga, Tennessee 37402 ("Lessor"), and WAL-MART STORES EAST, LP, a Delaware limited partnership, whose mailing address is Property Tax Department, P.O. Box 8050, Attn: MS-0555, Store No. 5771-00, Bentonville, Arkansas 72716-8050 ("Lessee").

WITNESSETH:

Lessor and Lessee have entered into a certain Ground Lease (the "Lease") dated as of June 10, 2015 (the "Effective Date") for the demise of certain real property more particularly described in Exhibit A attached hereto, together with all rights accruing thereto, including all interest of Lessor to the center of any street adjoining said property and all easements benefiting said property (the "Premises"). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Lease. The Lease contains the following covenants and provisions, among others:

1. The term of the Lease commenced on the Effective Date (the "Commencement Date"). The initial term of the Lease shall terminate twenty (20) years after the Rent Commencement Date, unless sooner terminated or extended. Lessee's obligation to pay rent shall commence upon the date (the "Rent Commencement Date") that is the earlier to occur of: (i) the date Lessee opens for business to the general public; or (ii) two hundred seventy (270) days following the "Building Pad Completion Date" (as defined in Section 2(k) of the Lease), or forty-five (45) days after the "Sitework Completion Date" (as defined in Section 2(k) of the Lease). Upon the occurrence of Rent Commencement, the parties shall execute and record in the public records of Escambia County, Florida a Notice of Rent Commencement establishing the Rent Commencement Date. Lessee may extend the term of the Lease for sixteen (16) additional five (5) year periods of time upon the terms set forth therein. For purposes of providing notice to third parties, Lessee shall be presumed to have exercised its right to extend the Lease unless the parties record a notice of record that an extension has not been exercised.

2. Lessee's right to use and occupy the Premises shall include the easements and rights to use the common areas within the shopping center described in the Lease (the "Shopping Center"), all as more particularly described in a certain document to be entered into by Lessor and Lessee concurrently herewith, known as the "Easements and Covenants with Restrictions Affecting Land" (the "ECR"). The ECR will be recorded in the public records of Escambia County, Florida upon delivery of the Contingency Waiver Notice as described in

*The Document has
been Recorded by
Spartan Title Guaranty
Company*

Prepared by and return to:
David J. Edwards, Esquire
Edwards Cohen
200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

RE Parcel Nos.: 02-1650-0000 and 02-1651-0000

SHORT FORM LEASE

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Section 2(i) of the Lease and Lessor's completion of the Underlying Property Acquisition defined in Section 2(j) of the Lease.

3. Lessor will be responsible for the construction of certain sitework, infrastructure and other improvements to the Premises and the Shopping Center (the "Sitework"), all in accordance with the terms and conditions of the Lease and that certain Development Agreement to be entered into by Lessor and Lessee concurrently herewith (the "Development Agreement").

4. Lessee shall have no obligation to make improvements to the Premises, nor shall Lessee have any obligation to do business at the Premises. In the event that Lessee has commenced doing business at the Premises, Lessee shall have no obligation to continue doing so and Lessee may discontinue its operations at the Premises at any time in its sole discretion.

5. Lessee may at its own cost construct any buildings or other improvements on the Premises, provided that they shall be in accordance with all applicable building regulations and the ECR. Lessee may make any changes or alterations to the Premises or the improvements thereon. Until the expiration or sooner termination of the Lease, title to any improvements shall pass to Lessor.

6. Lessor shall maintain the common stormwater system on Lessor's Retained Land that serve the Premises and the Shopping Center.

7. Lessor shall not, during the Term of the Lease, have the power to mortgage or otherwise encumber the fee interest in the Premises or any improvements thereon, unless either (i) such mortgage is subordinate to the Lease and a copy of such mortgage is provided to Lessee prior to the execution thereof and such mortgage specifically provides that it is subordinate to this Lease and any amendments hereto, including amendments arising subsequent to the mortgage, or (ii) the holder of such mortgage grants to Lessee a subordination, non-disturbance and attornment agreement in the form attached to the Lease or such other form reasonably acceptable to Lessee (the "SNDA"). In the event that prior to the Effective Date Lessor shall have mortgaged all or any portion of the fee interest in the Premises, Lessor shall provide to Lessee the SNDA from Lessor's mortgagee within sixty (60) days of the Effective Date.

8. Lessee may mortgage its interest in the Lease or any part thereof under any first or other leasehold mortgage and, upon Lessor being notified in writing of the making of any such mortgage and the notice address of the secured party, Lessor agrees that (i) Lessor shall give such secured party simultaneous notice of any default and such party shall have the same period after service of such notice to remedy the default, and Lessor shall accept such performance as if the same had been done by Lessee, and (ii) Lessor will execute an agreement acknowledging the above rights of such secured party.

9. Lessee may assign or sublease the Lease or any part of the Premises without need for obtaining the consent of Lessor, provided that the use of the Premises after such assignment or lease shall be a lawful retail use which does not conflict with the applicable zoning, violate the restriction set forth in the ECR, nor constitute a noxious or offensive use, and further provided that Lessee shall remain liable for the performance of all obligations under the Lease except as otherwise provided in the Lease.

10. If at any time during the Term of the Lease Lessor shall elect to sell all or any portion of the Premises or any interest therein, Lessee has been given the right of first refusal to purchase the same in accordance with the procedures set forth in the Lease. In the event Lessor shall not consummate such sale within two hundred ten (210) days after the scheduled closing date set forth in purchase agreement or letter of intent submitted to Lessee (the "Closing Period"), then Lessee's right of first refusal shall again apply in full force and effect with respect to the proposed sale and any future contemplated sales. In the event the sale to the prospective purchaser shall be consummated within the Closing Period, the new owner and all subsequent owners shall be subject to Lessee's first right of refusal, which shall continue in full force and effect. Lessee's right of first refusal shall not apply to the foreclosure of any mortgage on the Premises or a conveyance in lieu of such foreclosure (but the party acquiring the Premises pursuant to such foreclosure or conveyance in lieu thereof shall thereafter be subject to Lessee's right of first refusal).

11. Lessee shall cause any construction or other lien filed against the Premises or the Shopping Center by reason of any act or omission of Lessee to be bonded or discharged within thirty (30) days, provided that this section shall not be applicable to the lien of any mortgage on Lessee's interest under the Lease. Lessee shall have the right to contest any lien filed against the Premises or Lessee's rights under the Lease, as long as the enforcement thereof is stayed and bonded. Lessor shall cause any construction or other lien filed against the Premises by reason of any act or omission of Lessor to be bonded or discharged with thirty (30) days. Lessor shall have the right to contest any lien filed against the Premises as long as the enforcement thereof is stayed.

12. Lessee shall have the right to the maximum building signage allowable by the applicable building or zoning code on the Premises, including Lessee's trademark name and colors, all at Lessee's discretion and without the approval of Lessor. Without limiting the foregoing, Lessee shall at all times have the right to modify the signage on the Premises to reflect company updates of Wal-Mart's signage package. Lessor shall construct one (1) free-standing monument sign for the Shopping Center in the location as provided on the Site Plan ("Shopping Center Monument Sign"). The size of the Shopping Center Monument Sign shall be approved by Wal-Mart. Lessee shall have the right to place its sign panels on the uppermost position (excluding the Shopping Center identification panel) on each side of the Shopping Center Monument Sign. Lessee's panel shall be at least fifty percent (50%) larger than the next largest panel on the Shopping Center Monument Sign. Lessee shall be responsible for the cost of its own sign panels and shall reimburse Lessor for a percentage of the fabrication and installation of the structure of the Shopping Center Monument Sign pursuant to the Development Agreement, and a percentage of the operation, maintenance and repair costs of the Shopping Center monument signs as provided in the ECR. Lessee shall have the right to install a second free-standing monument sign within the Premises, at Lessee's sole cost and expense, in the location as provided in the Site Plan ("Wal-Mart Monument Sign"). The Wal-Mart Monument Sign shall advertise only the business or businesses operating in the Premises

13. The fee simple interest of Lessor in and to the Shopping Center, or any part thereof (including, without limitation, the Premises), shall not be subject to liens for any work, labor, services performed or material supplied, or claimed to have been performed or supplied (or any other similar lien) by Lessee, or Lessee's contractors, sub-contractors (including sub-subcontractors), laborers, and material suppliers supplying labor and/or material in connection with any improvements made to or on the Premises by the Lessee or anyone claiming by, through or under the Lessee, or as a result of the Lessee's use of the Premises.

All of the foregoing is set forth in the Lease. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease. In the event of any conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Lease, the Lease shall control. It is not the intent of the parties to this instrument to grant or any rights or obligations not set forth in the Lease.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Short Form Lease as of this 3rd day of March, 2016.

WITNESSES:

LESSOR:

BRIGHT-MEYERS-SASSER WESTSIDE LLC,
a Tennessee limited liability company

Staci Hill

Name: Staci Hill

By: Neil Meyers
Neil Meyers, Vice President

Neil Meyers

Name: NEIL MEYERS

STATE OF GEORGIA

COUNTY OF Forsyth

The foregoing instrument was acknowledged before me this 3rd day of March, 2016, by Neil Meyers, the Vice President of BRIGHT-MEYERS-SASSER WESTSIDE LLC, a Tennessee limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

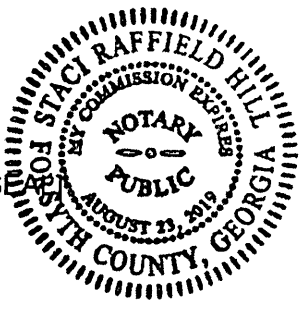
Staci Raffield Hill

Name: Staci Raffield Hill

Notary Public, State of Georgia

My commission expires: August 23, 2019

[AFFIX NOTARIAL SEAL]



WITNESSES:

Peggy L. Ayers

Name: Peggy L. Ayers

Sherryl Ann Turbett

Name: Sherryl Ann Turbett

LESSEE:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE MANAGEMENT, LLC, a Delaware
limited liability company, General Partner

By: Brian Hooper

Print: Brian Hooper
Vice President - Real Estate

STATE OF ARKANSAS

COUNTY OF BENTON

The foregoing instrument was acknowledged before me this 8th day of March,
2016, by Brian Hooper, as Vice President of Real Estate of WSE
MANAGEMENT, LLC, a Delaware limited liability company, General Partner of WAL-MART
STORES EAST, LP, a Delaware limited partnership, on behalf of the company and the
partnership. He/She is personally known to me or produced _____
as identification.

Chelsea Underwood

Name: Chelsea Underwood

Notary Public, State of Arkansas

My commission expires: 10/7/2025

[AFFIX NOTARIAL SEAL]

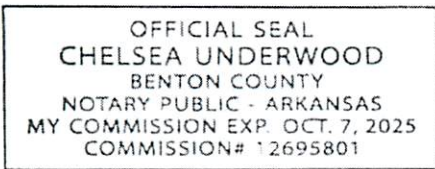
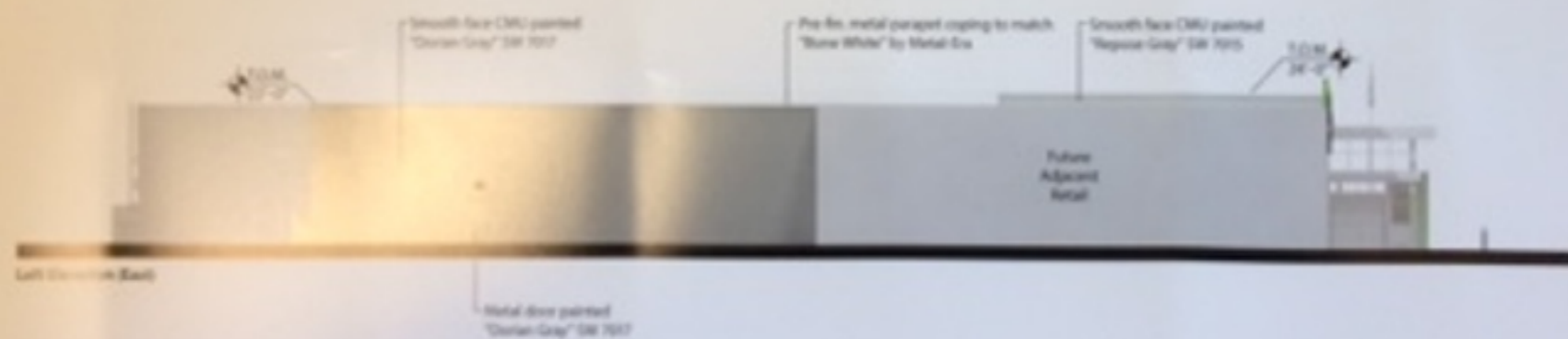
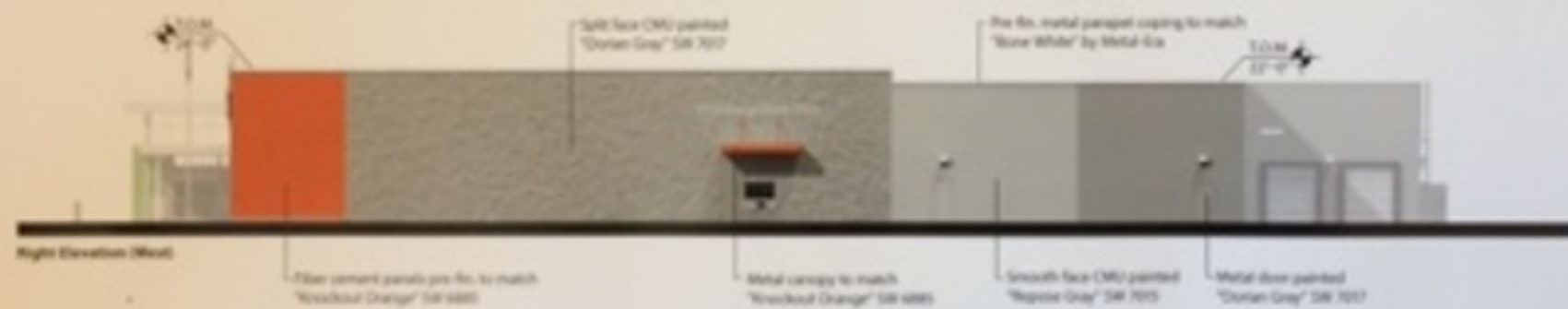
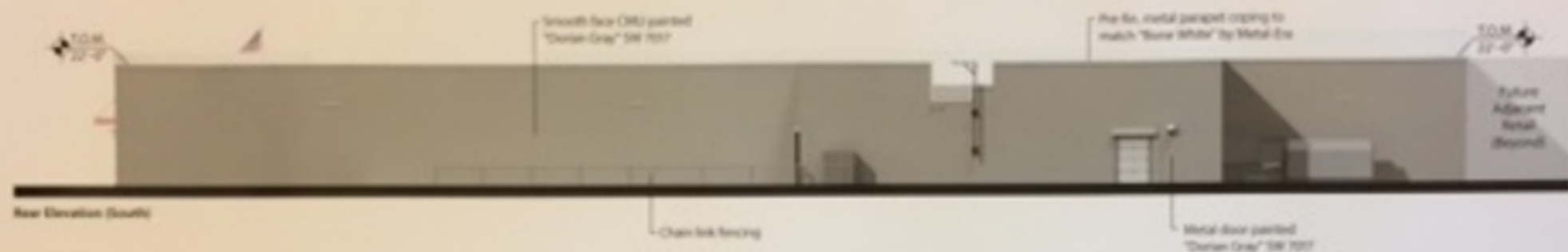
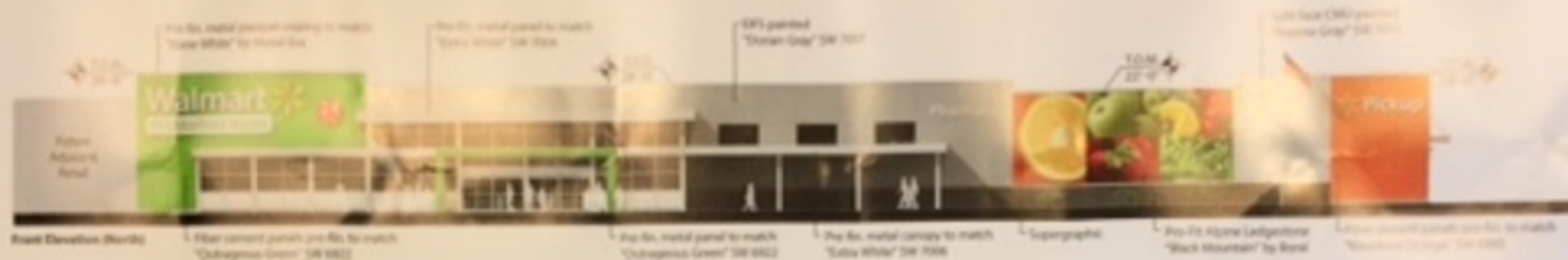


EXHIBIT A

Legal Description of the Premises


"WAL-MART TRACT" DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER SECTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE N88°04'49"W A DISTANCE OF 657.20 FEET TO A POINT, THENCE S02°58'52"W A DISTANCE OF 83.53 FEET TO A POINT ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N86°10'18"W A DISTANCE OF 5.58 FEET TO AN IRON PIN, THENCE N86°10'18"W A DISTANCE OF 63.60 FEET TO A CONCRETE NAIL, THENCE ALONG A COUNTER CLOCKWISE CURVE FOR 194.04 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF N86°46'32"W AND A CHORD DISTANCE OF 194.04 FEET TO AN IRON PIN BEING THE POINT OF BEGINNING (POB 1); THENCE LEAVING SAID RIGHT-OF-WAY S02°58'31"W A DISTANCE OF 38.85 FEET TO AN IRON PIN, THENCE S86°57'49"E A DISTANCE OF 92.98 FEET TO AN IRON PIN, THENCE S03°04'41"W A DISTANCE OF 180.07 FEET TO AN IRON PIN, THENCE N87°01'29"W A DISTANCE OF 68.90 FEET TO AN IRON PIN, THENCE S02°58'30"W A DISTANCE OF 169.77 FEET TO AN IRON PIN, THENCE S87°01'27"E A DISTANCE OF 43.75 FEET TO AN IRON PIN, THENCE S02°58'31"W A DISTANCE OF 57.04 FEET TO AN IRON PIN, THENCE ALONG A CLOCKWISE CURVE FOR 93.61 FEET HAVING A RADIUS OF 59.14 FEET A CHORD BEARING OF S46°53'26"W AND A CHORD DISTANCE OF 84.14 FEET TO AN IRON PIN, THENCE N86°52'33"W A DISTANCE OF 9.35 FEET TO AN IRON PIN, THENCE S01°56'02"W A DISTANCE OF 46.93 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF MAGAHA LANE, THENCE ALONG SAID RIGHT-OF-WAY N88°03'58"W A DISTANCE OF 79.46 FEET TO AN IRON PIN, THENCE N86°17'08"W A DISTANCE OF 114.53 FEET TO AN IRON PIN, THENCE N87°02'01"W A DISTANCE OF 167.64 FEET TO AN IRON PIN ON THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF WESTSIDE DRIVE, THENCE ALONG SAID RIGHT-OF-WAY N02°57'59"E A DISTANCE OF 553.15 FEET TO AN IRON PIN ON THE SOUTHERLY MARGIN OF THE RIGHT OF WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY ALONG A CLOCKWISE CURVE FOR 361.04 FEET HAVING A RADIUS OF 57,195.80 FEET A CHORD BEARING OF S87°03'13"E AND A CHORD DISTANCE OF 361.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 227,879 S.F. OR 5.231 ACRES MORE OR LESS.



| Sign | Qty | Height | Area (S.F.) | Total S.F. |
|-------------------------------|-----|--------|-------------|---------------|
| Walmart Neighborhood Market | 1 | 4'-0" | 305.00 | 305.00 |
| Produce | 1 | 2'-0" | 25.00 | 25.00 |
| Pickup | 1 | 2'-0" | 45.00 | 45.00 |
| Pharmacy | 1 | 2'-0" | 22.00 | 22.00 |
| Pharmacy Drive Thru | 1 | 1'-0" | 10.00 | 10.00 |
| Total Building Signage | | | | 407.00 |



Walmart 

B | H | R
CONSTRUCTION

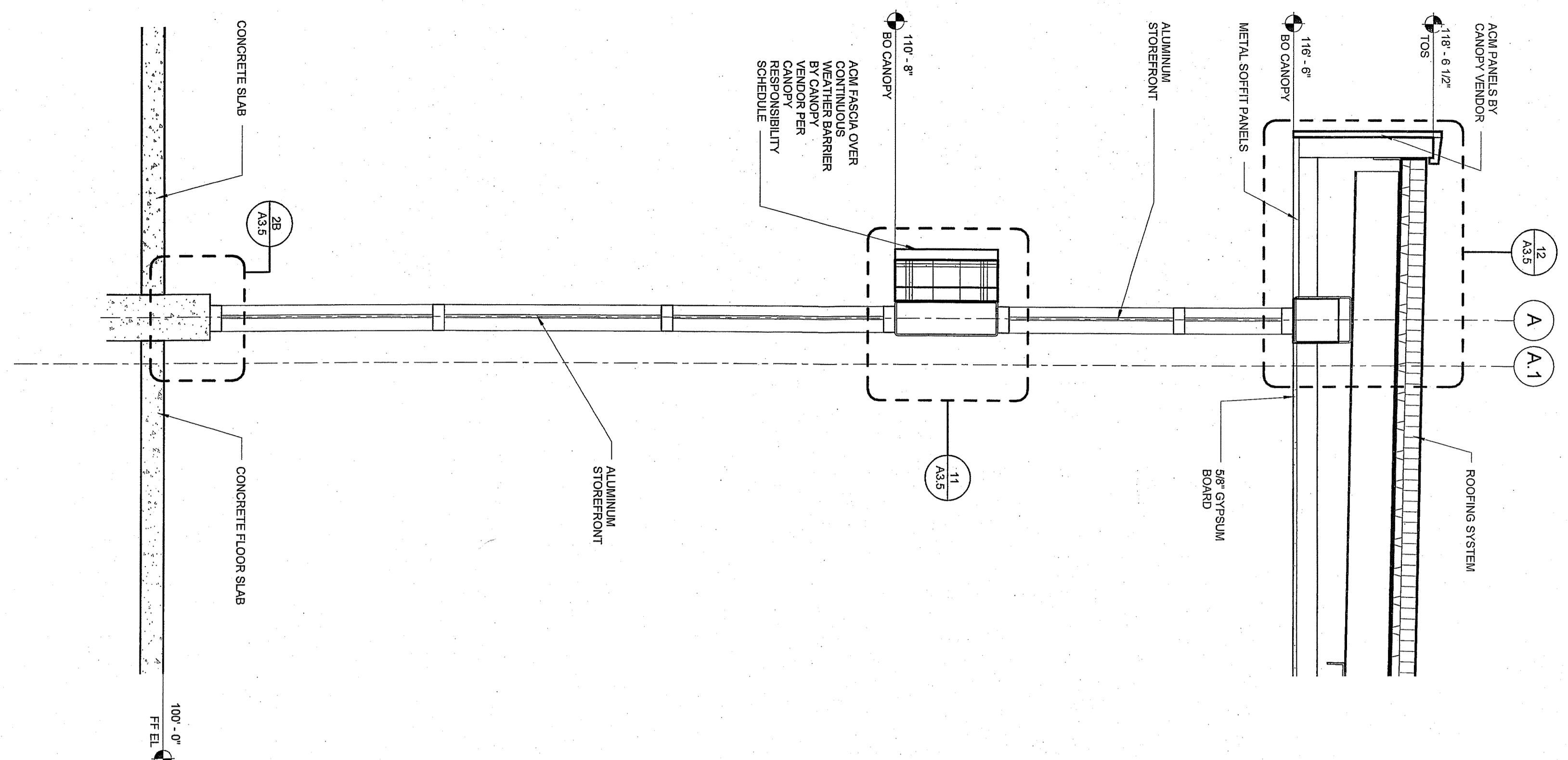
January 16, 2017

10000 W. Nine Mile, FL #5771 - New Store

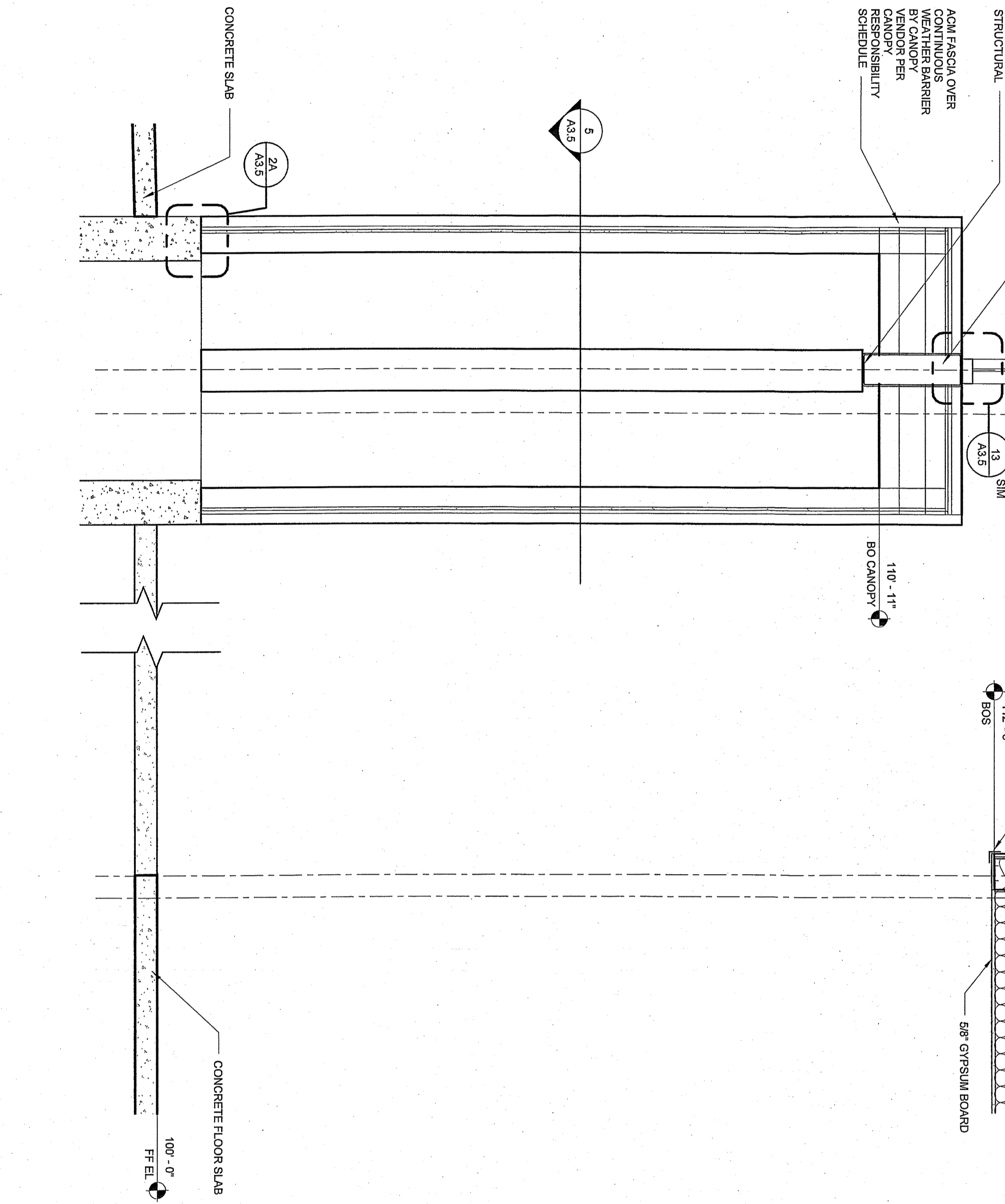
Overall Perspective

DESIGN INTENTION ONLY - NOT FOR CONSTRUCTION The building images shown are a representation of the current design intent only. The building images may not reflect variations in color, tone, hue, tint, shading, ambient light intensity, materials, texture, contrast, font style, construction variations required by building codes or inspectors, material availability or final

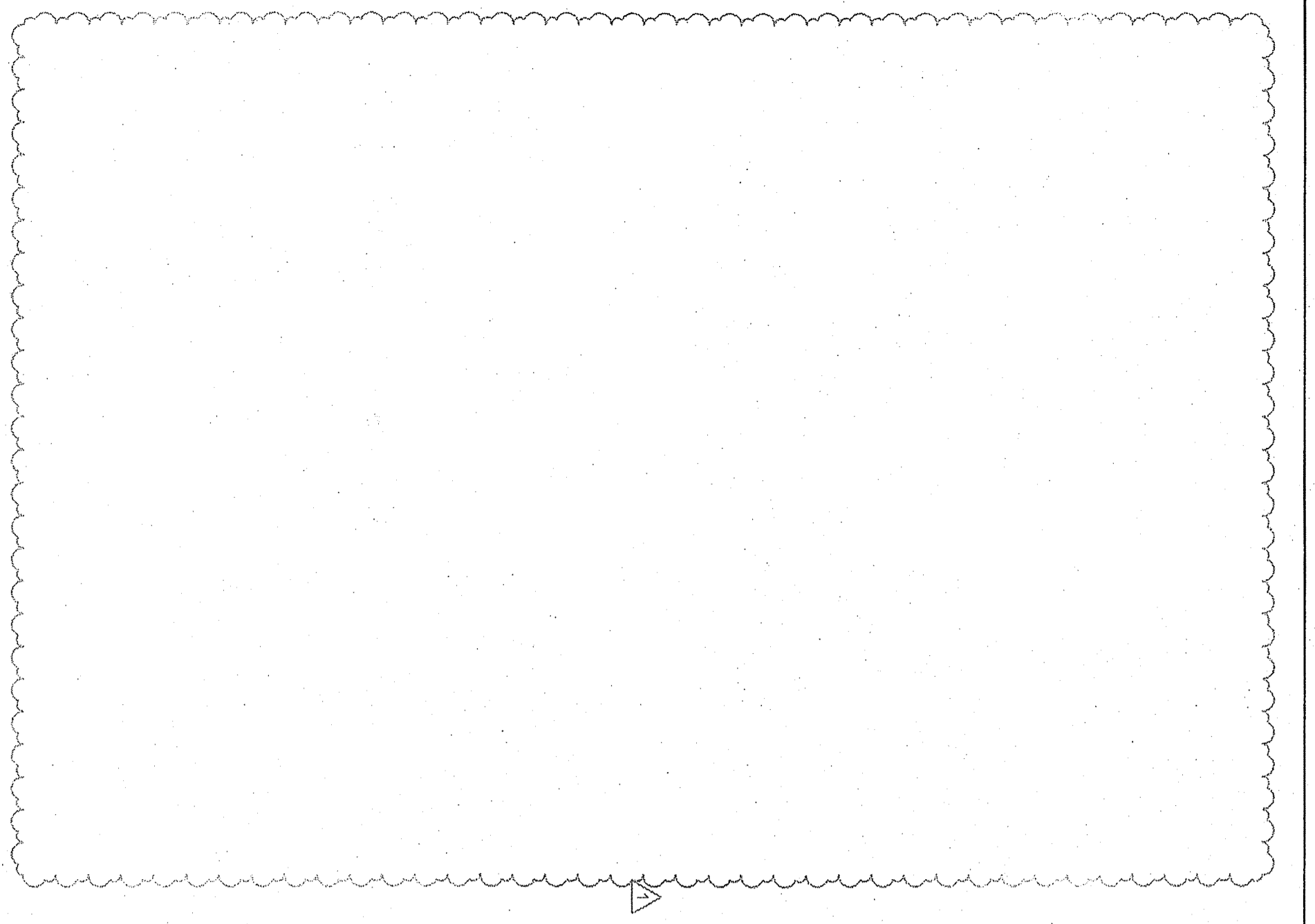
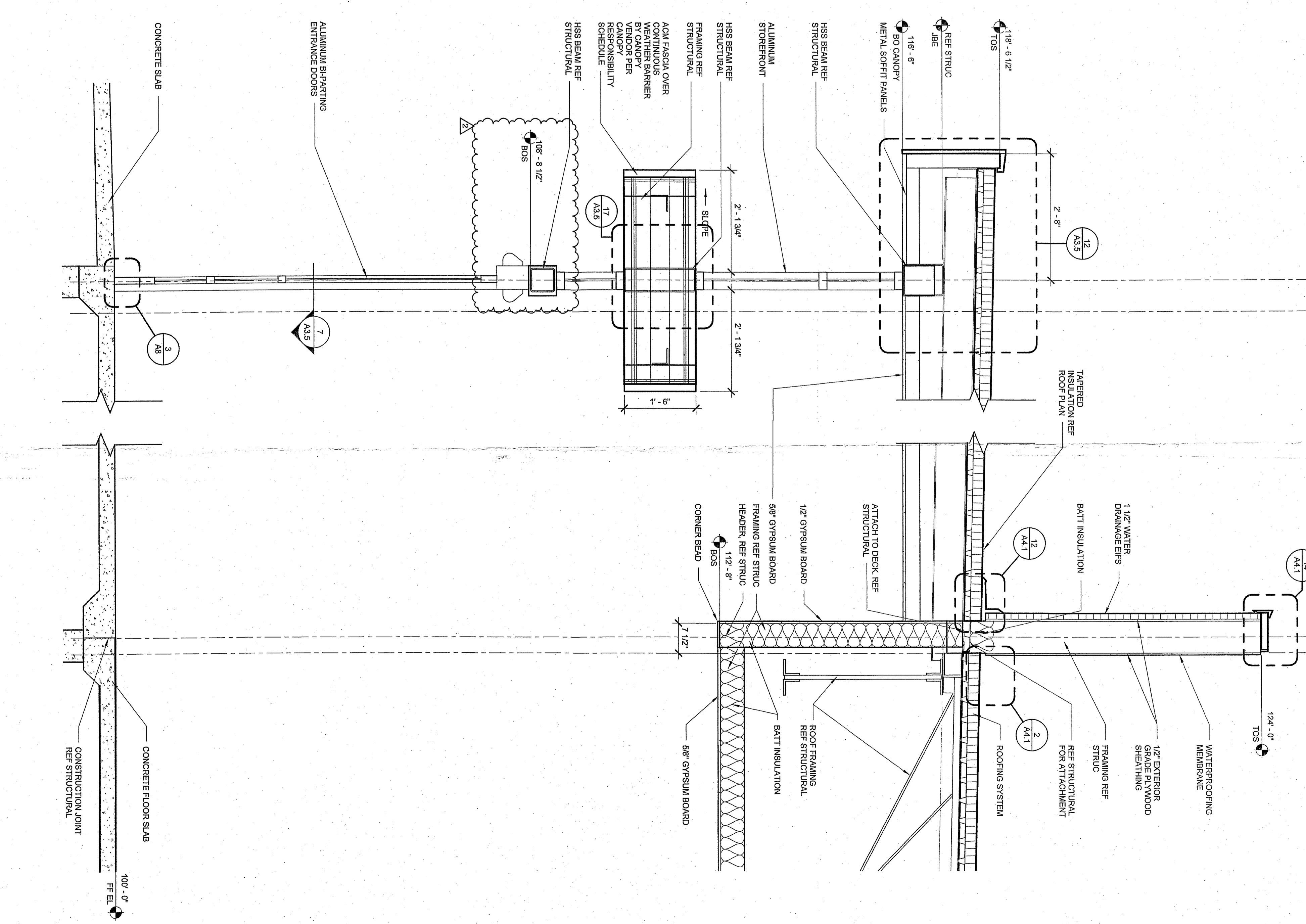
3 FRONT WALL SECTION
 1/2" = 1'-0"



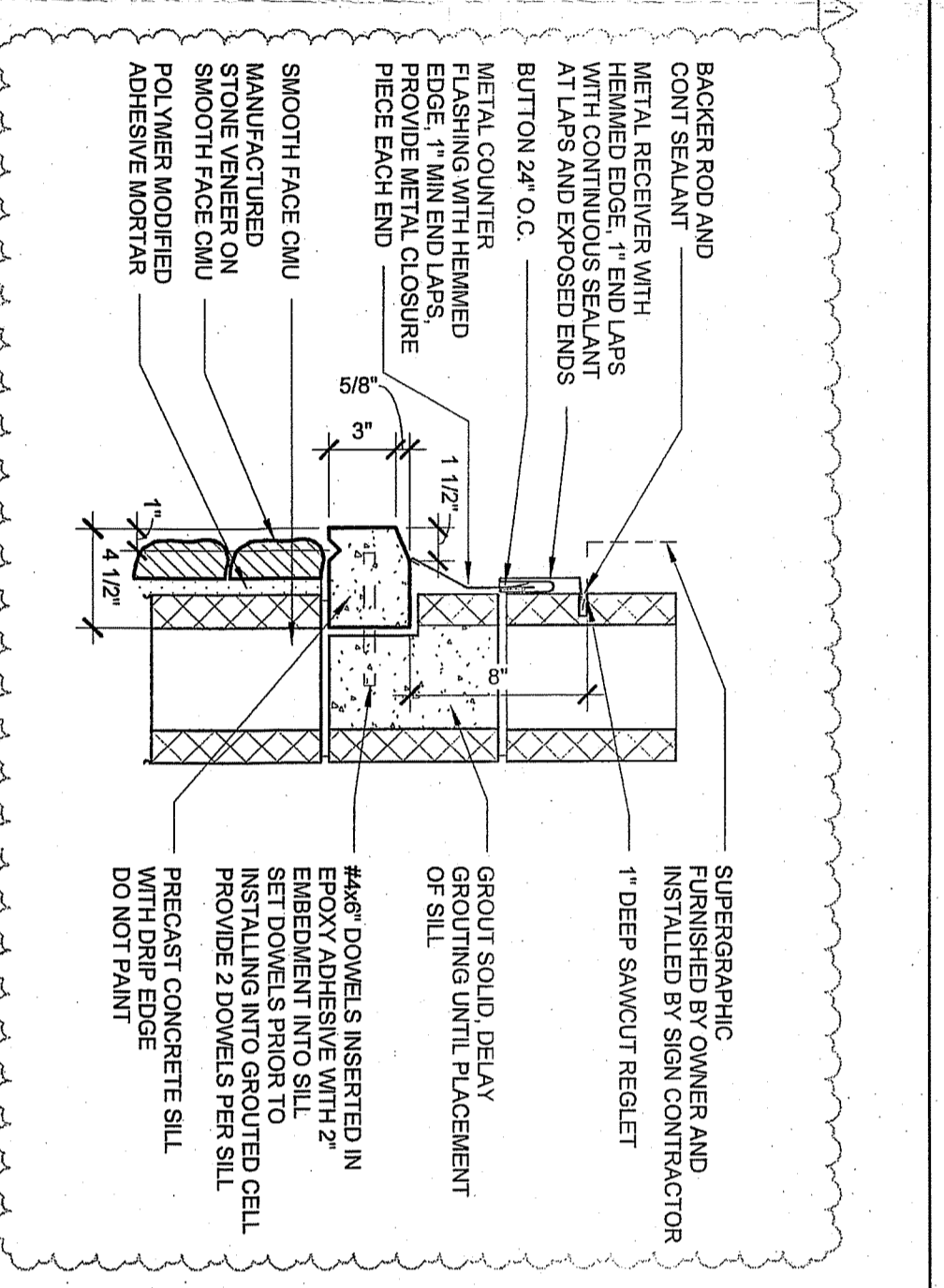
2 PLASTER SECTION
 1/2" = 1'-0"



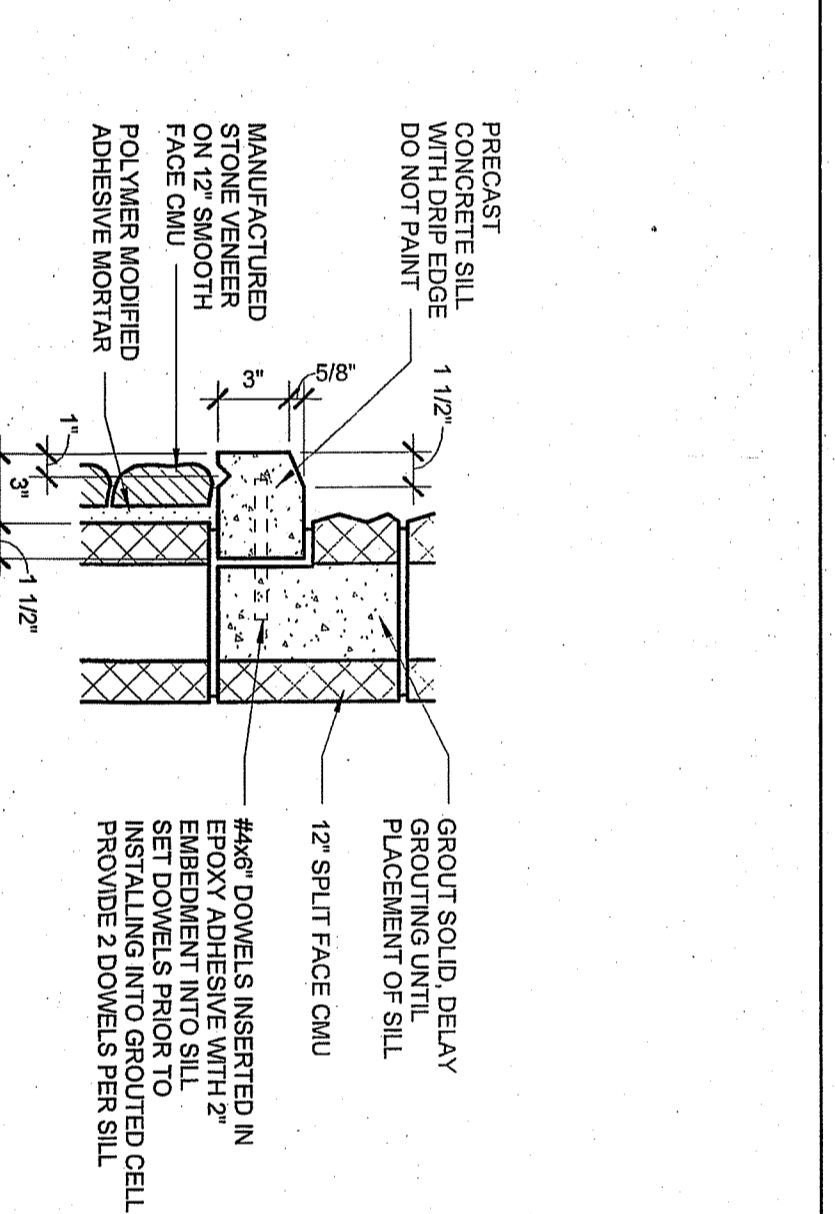
1 FRONT WALL SECTION
 1/2" = 1'-0"



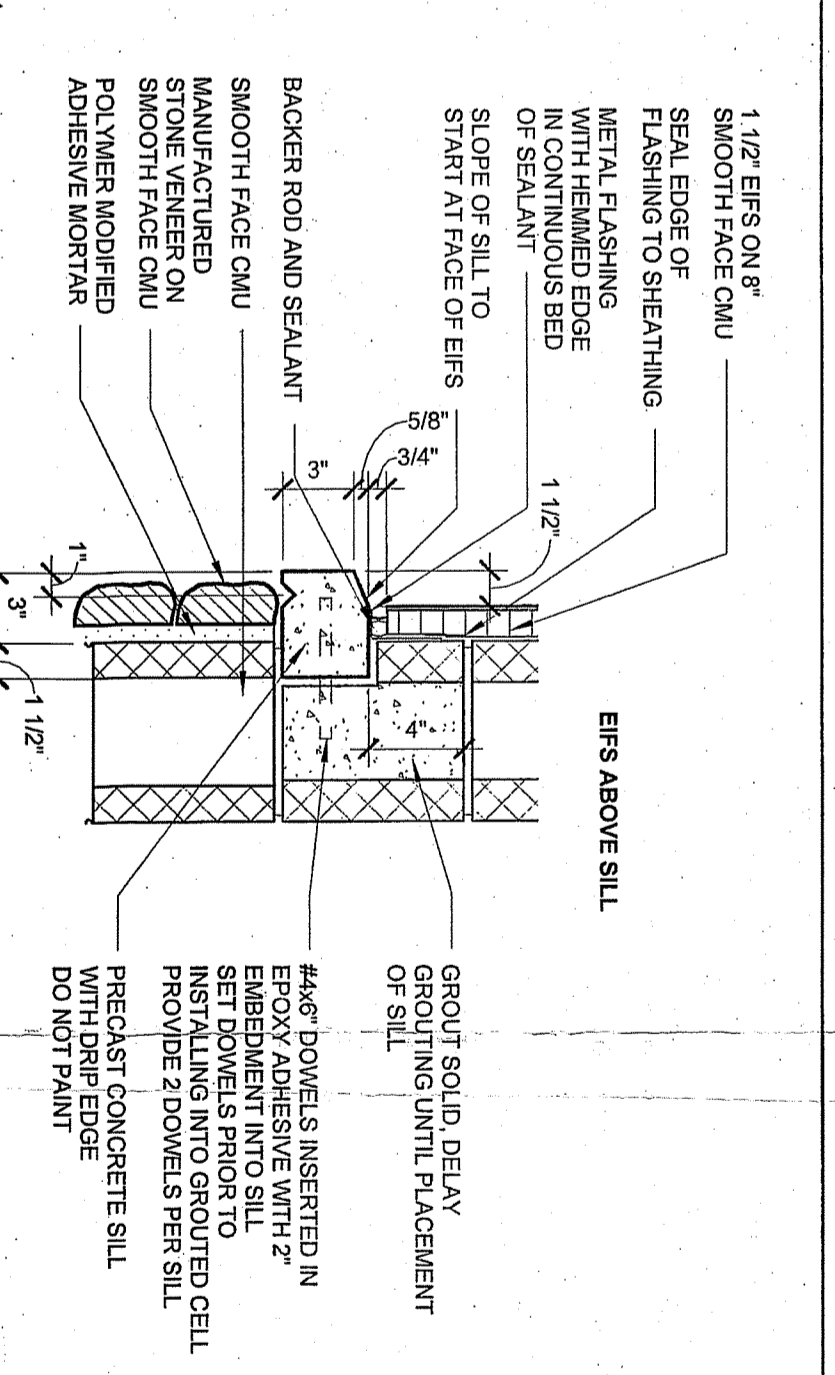
7 PRECAST SILL DETAIL
 1 1/2" = 1'-0"



6 PRECAST SILL DETAIL
 1 1/2" = 1'-0"



5 PRECAST SILL DETAIL
 1 1/2" = 1'-0"



4 NOT USED
 N.T.S.

SHEET NOTES
 1. SEE STRUCTURAL FOR MEMBER TYPE AND ORIENTATION.
 2. SEE STRUCTURAL FOR FOUNDATION DESIGN AND DETAIL INFORMATION.
 3. SEE STRUCTURAL FOR GROUT FILL REQUIREMENTS IN MASONRY AT STRUCTURAL CONNECTIONS.
 NOTE: NO ERS ABOVE CANOPY AT PHARMACY DRIVE THRU

Walmart Neighborhood Market
PENSACOLA (E. NINE MILE), FL
 STORE NO: 5771-00
 JOB NUMBER: 67120366 PROTO 41

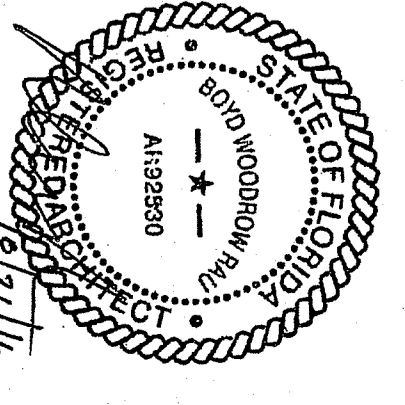
CONSULTANTS

ISSUE BLOCK

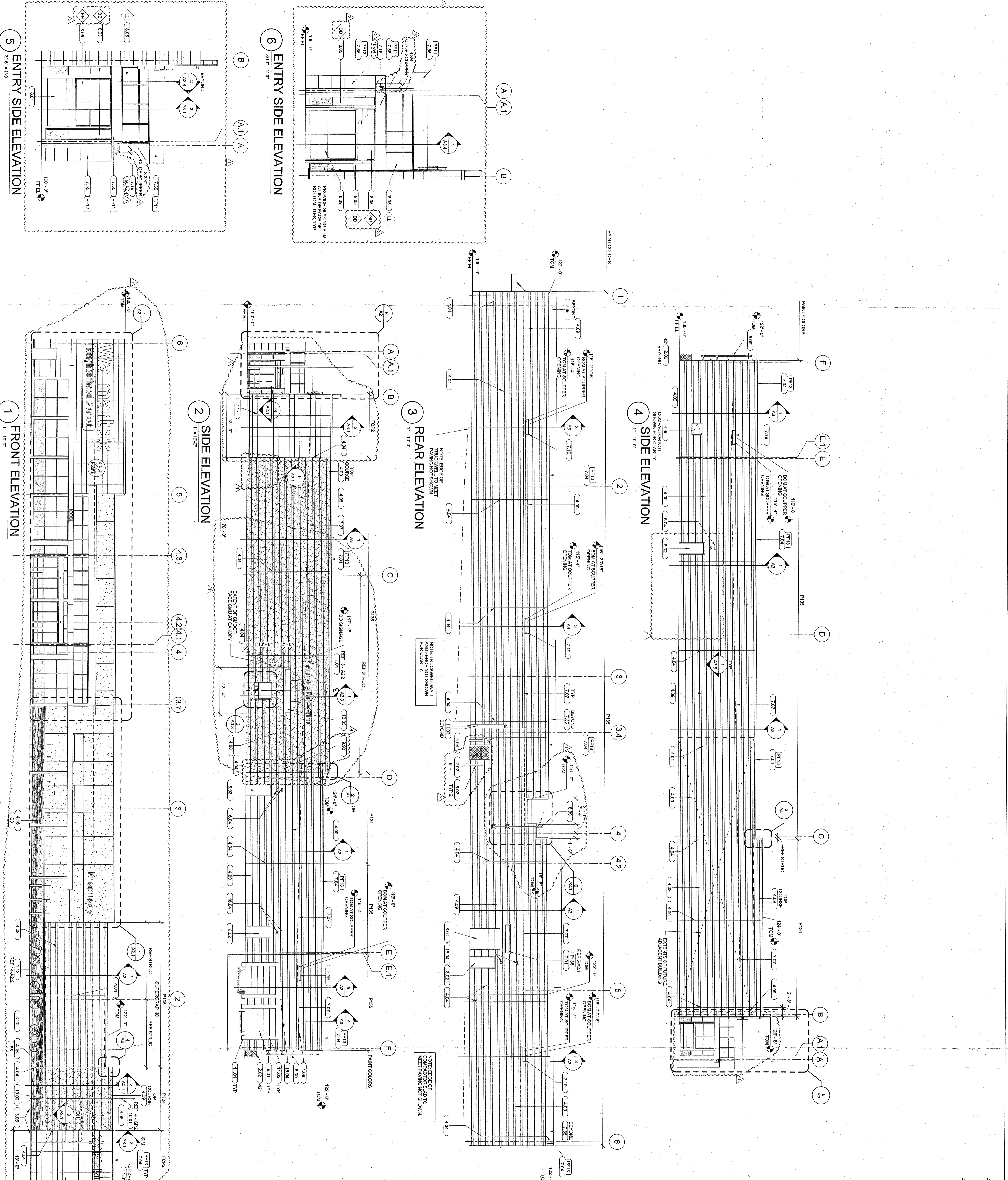
| | | |
|---|-------|----------|
| 1 | REV 1 | 10/04/16 |
| 2 | ADD 4 | 10/20/16 |

CHECKED BY: [Signature]
 DRAWN BY: [Signature]
 FILE NAME: 41432
 PHOTO CYCLE: 03966
 DOCUMENT DATE: 10/17/16

EXTERIOR WALL SECTIONS
 SHEET: **A3.2**



B R R architecture
 ARCHITECT OF RECORD: BRR ARCHITECTURE, INC.
 6700 ANTIOCH PLAZA, SUITE 300, MEMPHIS, TN 38119



COLOR LEGEND

| | |
|------|--------------------------------|
| PS2 | MATCH TRANSICUT CHANGE SIGNAGE |
| PS3 | JOBBAV GRAV SIGNAGE |
| PS11 | EMBA WHITE |
| PS12 | BONE WHITE |
| PS13 | BLACK WOLFFMAN |

KEYNOTE LEGEND

| | |
|------|---|
| 1.01 | SIGNAGE BY CHANGES |
| 1.12 | SUPERGRAPHIC FINISHED BY OWNER |
| 2.02 | INSTALL BY SIGN CONTRACTOR |
| 3.05 | ADJACENT BUILDING COLOR AND FINISH TO MATCH EXISTING BUILDING |
| 3.10 | CONCRETE CURB |
| 4.01 | PRECAST CONCRETE CAP |
| 4.04 | CONTROL JOINT TYP. REF. STRUCTURAL |
| 4.05 | SMOOTH FACE CAU |
| 4.16 | MANUFACTURED STONE VENEER |
| 4.18 | 40% OPENING AT TRANS COMPACTOR |
| 5.02 | PAINTED 8 PIPE BOLLARD |
| 5.09 | JIB CRANE HOIST ARM AND BALING ASSEMBLY |
| 7.01 | PAINTED 8 PIPE BOLLARD |
| 7.07 | ROOF LINE BEYOND, PREFINISHED |
| 7.17 | FIBER CEMENT COMPOSITE WALL PANELS |
| 7.19 | OVER LOW SCUPPER |
| 7.25 | ALUMINUM COMPOSITE PANEL (ACP) |
| 8.01 | SECTIONAL OVERHEAD DOOR TYP |
| 8.02 | HOLLOW METAL DOOR AND FRAME |
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SHEET NOTES

1. DIMENSIONS ARE INDICATED FOR SIZE QUANTITY, AND APPROXIMATE LOCATION ONLY.
2. GUTTERS, DOWNSPOUTS, DOOR THRESHOLDS, EXPOSED METAL FLASHING, AND EXPOSED ADJACENT BUILDING COLOR AND FINISH ARE TO MATCH EXISTING BUILDING. REFER TO THE BOTTOM COORDINATE FOR THE ENTIRE DOOR.
3. PARALLEL STRIPS OCCUR AT CONTROL JOINT LOCATIONS.
4. AT ALL CONTROL JOINTS IN BRICK, JOINTS SHALL BE FILL WITH SEALANT REFER STIC FOR JOINT LOCATIONS.
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6. REFER TO THE BOTTOM COORDINATE FOR THE SIZE AND COLOR OF THE BRICK AT THE JOINT.
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STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 19392880

Walmart
 Neighborhood Market

PENSACOLA (E. NINE MILE), FL

STORE NO: 5711-00

JOB NUMBER: 97120366 | PROTO

B | R | R
 architecture

ARCHITECT OF RECORD: BRR ARCHITECTURE, INC.
 6700 ANTOCH PLACE, SUITE 300, WERRIMANS BEACH

CHECKED BY: *CS*

DRAWN BY: *OC*

FILE NAME: 4142

PROTO CYCLE: 01916

DOCUMENT DATE: 04/01/16

ISSUE BLOCK

| | | |
|---|-------|----------|
| 1 | REV 1 | 10/04/16 |
| 2 | ADD 4 | 10/20/16 |
| 3 | CCO 2 | 11/23/16 |
| 4 | CCO 4 | 12/01/17 |

STIPULATION FOR REUSE

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CONSULTANTS

SHEET: A2

EXTERIOR ELEVATIONS

Board of Adjustment

6. D.

Meeting Date: 04/19/2017
CASE: CU-2017-06
APPLICANT: James E. "Skip" Butler, Jr., Agent for International Paper Company, Owner
ADDRESS: 117 Pace Parkway
PROPERTY REFERENCE NO.: 10-1N-31-4407-000-000
ZONING DISTRICT: LDMU, Low Density Mixed-use district
FUTURE LAND USE: MU-S, Mixed-Use Suburban
OVERLAY DISTRICT: Cantonment

SUBMISSION DATA:

REQUESTED CONDITIONAL USE:

The Applicant is seeking Conditional Use approval to allow for an Assisted Living Facility in LDMU zoning.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section: 3-2.6.c.1.a

(c) Conditional uses.

(1) Residential

a. Group living, including nursing homes, assisted living facilities, dormitories and residential facilities providing substance abuse treatment and post-incarceration reentry.

CRITERIA:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 2-6.4

CRITERION (a)

General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

FINDINGS-OF-FACT

The proposed use is on a developed piece of property with an existing store and is surrounded by a Gulf Power Easement to the west, Pine Street to the north, Pace Parkway and a vacant property on the east side and Muscogee Road to the south. The applicant has not submitted any site plan or application for the Site Plan Review process at this time. The conditional use would allow for an assisted living facility in the LDMU zoning district and the ability to obtain any building permits or Development Order.

CRITERION (b)

Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

FINDINGS-OF-FACT

The level of service and adequate capacity to serve the proposed use are available and will be addressed during the Site Plan Review process.

CRITERION (c)

On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

FINDINGS-OF-FACT

The property in question has road frontage along Muscogee Road, Pace Parkway and Pine Street. The project will need to submit a Site Plan Review process for further review.

CRITERION (d)

Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

FINDINGS-OF-FACT

Staff does not find any nuisances or hazards associated with the proposed use.

CRITERION (e)

Solid waste. All on site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

FINDINGS-OF-FACT

All on site solid waste containers will be appropriately located.

CRITERION (f)

Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

FINDINGS OF FACT:

Screening and buffering standards will be reviewed during any Site Plan Review process for any future expansion

CRITERION (g)

Signs and lighting. All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

FINDINGS OF FACT:

All signs must meet the Land Development Code standards and obtain a Escambia County permit. Any future development will be reviewed during the Site Plan Review Process.

CRITERION (h)

Site characteristics. The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.

FINDINGS OF FACT:

The proposed Conditional Use is consistent with all other relevant provisions of this code.

CRITERION (i)

Use requirements. The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

FINDINGS OF FACT:

The proposed Conditional Use is consistent with all other relevant provisions of this code.

STAFF FINDINGS

Staff recommends that the Board approve the proposed Conditional Use request with the following condition:

This project must meet any conditions imposed through the Site Plan Review process when submitting any future building expansions.

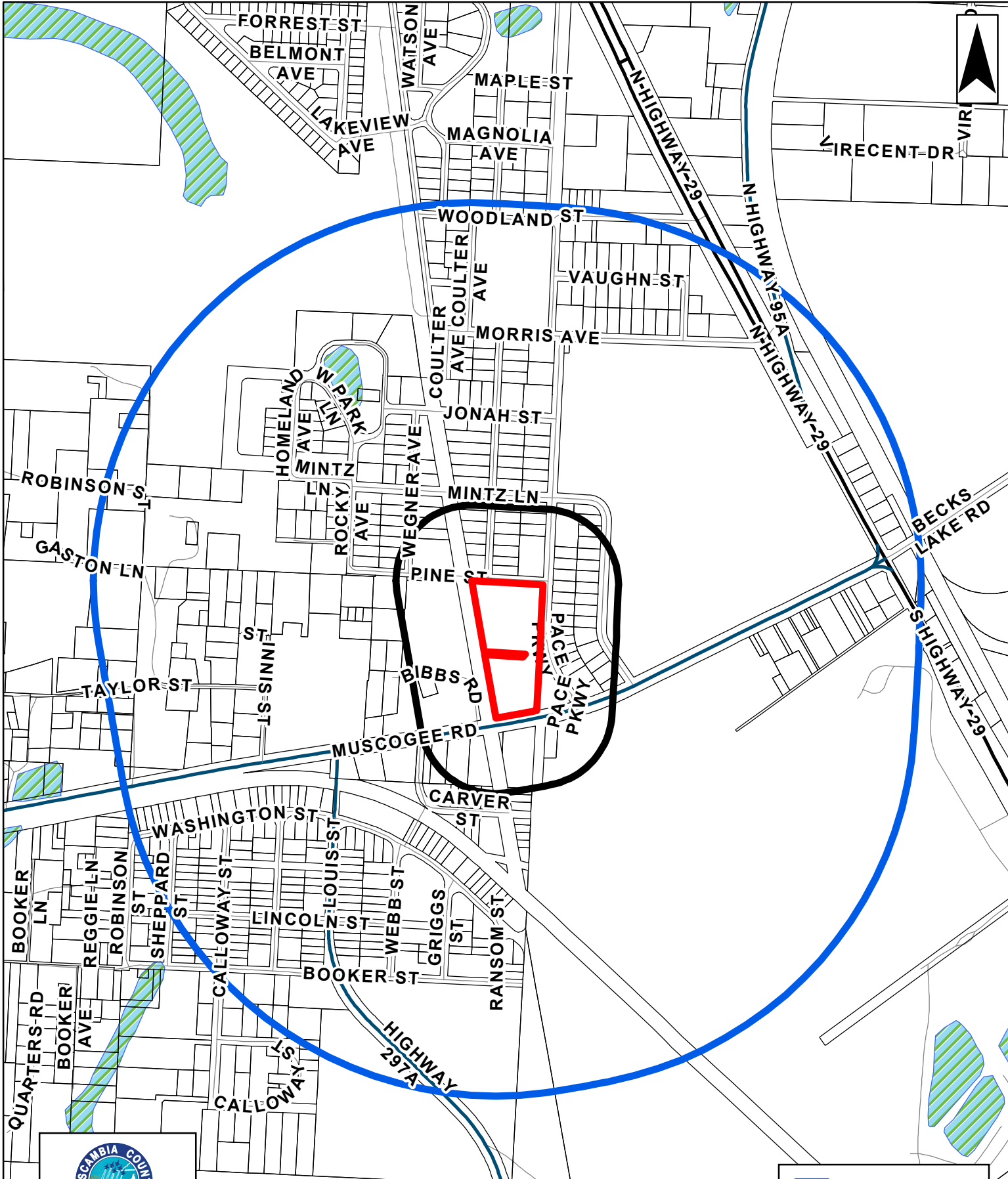
BOA DECISION


Attachments

CU-2017-06

CU-2017-06









117 Pace Pkwy

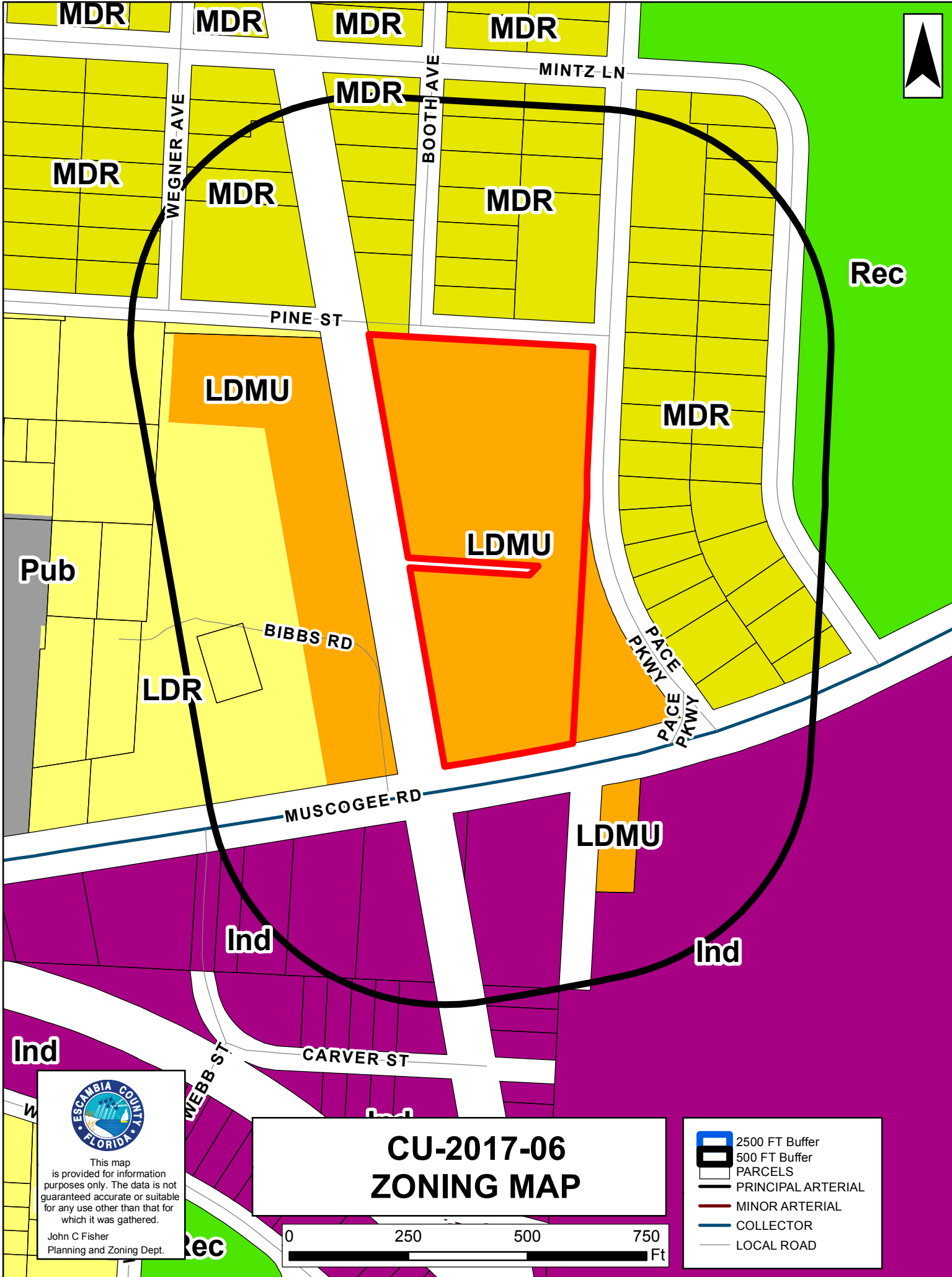




 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 John C Fisher
 Planning and Zoning Dept.

CU-2017-06
LOCATION AND WETLAND MAP



-  2500 FT Buffer
-  500 FT Buffer
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  WETLANDS_2006



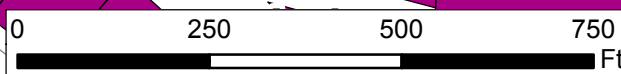









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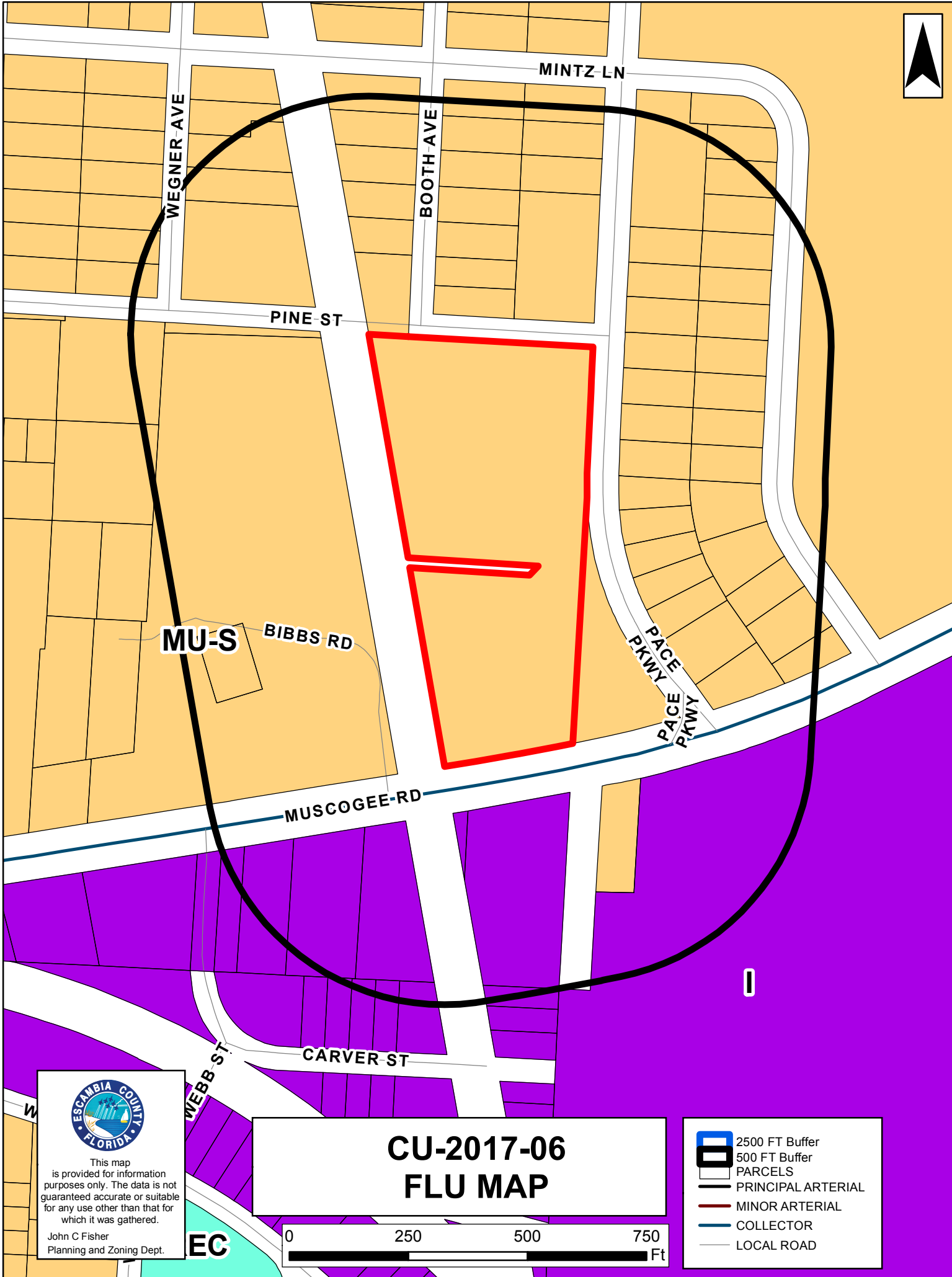
 John C Fisher

 Planning and Zoning Dept.

CU-2017-06 ZONING MAP










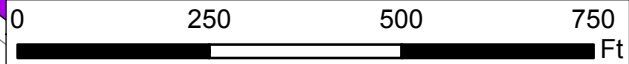

-  2500 FT Buffer
-  500 FT Buffer
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



MU-S

CU-2017-06 FLU MAP

-  2500 FT Buffer
-  500 FT Buffer
-  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.

John C Fisher
Planning and Zoning Dept.

EC



BOOTH AVE

PINE ST

BIBBS RD

PAGE PKWY

MUSCOGEE RD



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John C Fisher
Planning and Zoning Dept.

CU-2017-06 AERIAL MAP

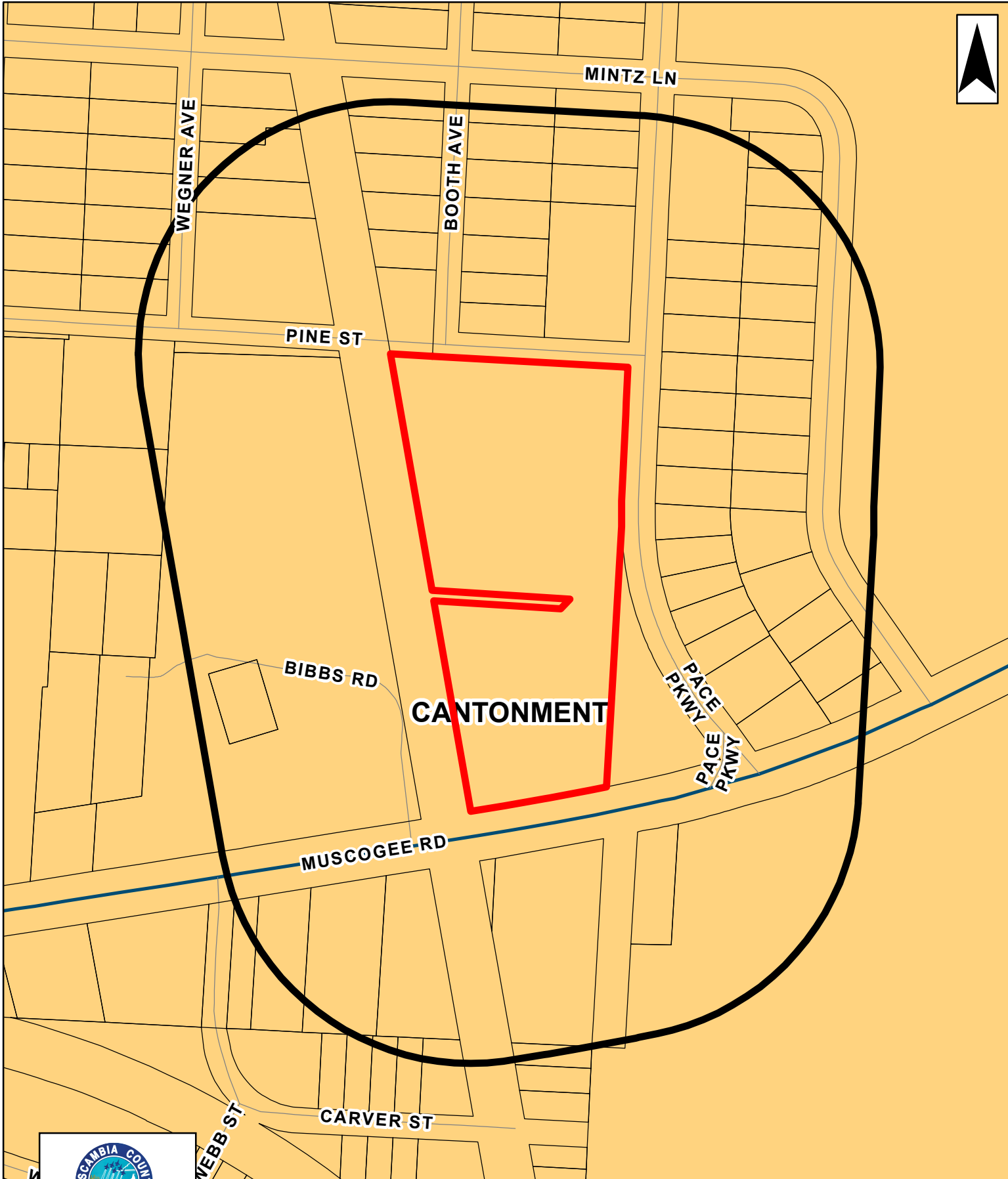
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- PARCELS
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- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Escambia_2016_Aerials.ecw

RGB








- Red: Red
- Green: Green
- Blue: Blue




 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.
 John C Fisher
 Planning and Zoning Dept.

CU-2017-06
CANTONMENT CRA MAP



-  2500 FT Buffer
-  500 FT Buffer
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



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>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ BOA Meeting: _____

Condition Use Request for: ASSISTED LIVING FACILITY

Variance Request for: _____

1. Contact Information:

A. Property Owner/Applicant: INTERNATIONAL PAPER COMPANY

Mailing Address: 6400 POPLAR AVE., MEMPHIS, TN 38197

Business Phone: (901) 419-7505 Cell: _____

Email: neely.mallory@ipaper.com

B. Authorized Agent (if applicable): JAMES E. "SKIP" BUTLER, JR.

Mailing Address: 3044 E. KINGSFIELD RD., PENSACOLA, FL 32514

Business Phone: (850) 637-3689 Cell: (850) 637-3689

Email: skipbutler@bellsouth.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: 117 PACE PKWY., CANTONMENT, FL 32533

Parcel ID (s): 101N314407000000

B. Total acreage of the subject property: 7.32

C. Existing Zoning: LDMU

FLU Category: MU-S

D. Is the subject property developed (if yes, explain): YES, 13,248 SQ. FT. BUILDING

E. Sanitary Sewer: X **Septic:** _____



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>

DO NOT SUBMIT INFORMATION BELOW WITH APPLICATION

BOARD OF ADJUSTMENT APPLICATION FOR CONDITIONAL USE/VARIANCE

A. Prior to Application Submittal

Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a **pre-application meeting** with a Planner to personally discuss your site and prospective plans for it, to review the application forms and criteria with you, to answer any questions you may have, and/or any possible alternatives.

B. Application Submittal

It is important for the application packet to be **complete** and **on time** in order to process and schedule your request for the required public hearing(s). The submittal deadline is the **FIRST THURSDAY of the PREVIOUS MONTH**. In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed and submitted prior to the deadline. *Scheduling a pre-application meeting with a Planner is recommended.* Any incomplete application will not be accepted by Staff and any application submitted after the deadline will be processed for the next available meeting.

The owner and/or agent acting in his/her behalf, **must** sign the certification(s) where indicated on the application. If an agent is handling the request, the owner **must** submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated **no more than sixty (60) days** prior to application submittal.

*No guarantee is made for the approval of any petition. Fees are **non-refundable** regardless of the decision.*

C. Public Hearing(s)

It is the **Applicant's burden** to show consistency with all applicable criteria. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting and the subsequent Board of County Commissioners meeting. The Applicant/Agent will receive Staff's Findings of Fact prior to the Planning Board Meeting.

D. Public Notice

Per the Land Development Code Chapter 2, Article 7: Adequate public notice/advertisement will be consistent with Florida Statutes and the Comprehensive Plan prior to the hearing. Current property owners within a 500 foot radius of the subject property will be notified of the proposed rezoning request by DSD at least fifteen (15) days prior to the hearing. Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's Office website (escpa.org).

3. Amendment Request

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

The proposed request would be for use as an Assisted Living Facility. This is an allowable conditional use in the LDMU classification.

- B. For Variance Request – Please address *ALL* the following approval conditions for your Variance request. (use supplement sheets as needed)**

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

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

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

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

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

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

C. For Conditional Use Request – Please address *ALL* the following approval conditions for your Conditional Use request. (use supplement sheets as needed)

- 1. General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

An Assisted Living Facility is clearly compatible with the area. The International Paper Mill is across the street to the south, a church across the street to the north, single family reidences across the street to the east and Gulf Power power lines to the west. This use will produce less traffic and noise than the previous use as a commercial office building. This use will be a very positive enhancement to the area.

- 2. Facilities and services.** Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

Current services are more than adequate for capacity requirements.

- 3. On-site circulation.** Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

Existing ingress and egress, access and on-site parking is more than sufficient for traffic flow and emergency vehicles.

- 4. Nuisances and hazards.** The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

The operation consists of elderly care and will not generate any undesirable conditions, nuisances or hazards for the adjoining properties or the area.

- 5. Solid waste.** All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

On site solid waste containers will be in service without having impact on any surrounding areas.

- 6. Screening and buffering.** Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

Due to fronting on three county maintained roads and a Gulf Power easement, this parcel is isolated from surrounding properties; however, it will be well landscaped and have very attractive curb appeal.

4. Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 117 Pace Pkwy, Cantonment, Florida 32533, property reference number(s): 101N314407000000. I hereby designate James E. "Skip" Butler, Jr. for the sole purpose of completing this application and making a presentation to the Board of Adjustment and the Board of County Commissioners to request a conditional use for the above referenced property. This Limited Power of Attorney is granted on this 2nd day of March the year of 2017, 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: James E. "Skip" Butler, Jr.
Address: 3044 E. Kingsfield Rd., Pensacola, FL 32514

Email: skipbutler@bellsouth.net
Phone: (850) 637-3689

William Kidwell
Signature of Property Owner

William Kidwell
Printed Name of Property Owner

3-1-17
Date

Signature of Property Owner

Printed Name of Property Owner

Date

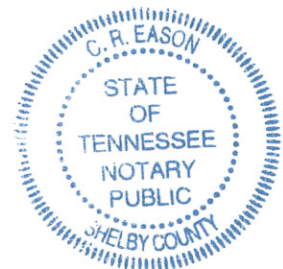
STATE OF TN COUNTY OF Shelby
The foregoing instrument was acknowledged before me this 1 day of MARCH 2017,
by William Kidwell Personally Known * OR Produced Identification*. Type of Identification Produced: KNOW

C.R. Eason
Signature of Notary

C.R. EASON
Printed Name of Notary

(Notary Seal)

My Commission Expires
April 8, 2017



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. X Application Fees: To view fees visit the website: <http://myescambia.com/business/board-adjustment> or contact us at 595-3448

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. X 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. X 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.

[Signature]
Signature of Owner/Agent

James E. "Skip" Butler, Jr.
Printed Name Owner/Agent

3/8/17
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 8 day of Mar 20 17, by James E. Butler, Jr.

Personally Known OR Produced Identification . Type of Identification Produced: James Butler

[Signature]
Signature of Notary

Deborah Rose
Printed Name of Notary





Chris Jones
Escambia County Property Appraiser

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

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 Reference
 [Printer Friendly Version](#)

| <p>General Information</p> <p>Reference: 101N314407000000 Account: 113231000 Owners: INTERNATIONAL PAPER COMPANY Mail: 6400 POPLAR AVE ATTN NETA LATHAM MEMPHIS, TN 38197 Situs: 117 PACE PKWY 32533 Use Code: OFFICE, 1 STORY P Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p> | <p>Assessments</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$48,678</td> <td>\$368,407</td> <td>\$417,085</td> <td>\$417,085</td> </tr> <tr> <td>2015</td> <td>\$48,678</td> <td>\$348,536</td> <td>\$397,214</td> <td>\$397,214</td> </tr> <tr> <td>2014</td> <td>\$48,678</td> <td>\$347,830</td> <td>\$396,508</td> <td>\$396,508</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p> | Year | Land | Imprv | Total | Cap Val | 2016 | \$48,678 | \$368,407 | \$417,085 | \$417,085 | 2015 | \$48,678 | \$348,536 | \$397,214 | \$397,214 | 2014 | \$48,678 | \$347,830 | \$396,508 | \$396,508 |
|---|---|-----------|-----------|-----------|-------|---------|------|----------|-----------|-----------|-----------|------|----------|-----------|-----------|-----------|------|----------|-----------|-----------|-----------|
| Year | Land | Imprv | Total | Cap Val | | | | | | | | | | | | | | | | | |
| 2016 | \$48,678 | \$368,407 | \$417,085 | \$417,085 | | | | | | | | | | | | | | | | | |
| 2015 | \$48,678 | \$348,536 | \$397,214 | \$397,214 | | | | | | | | | | | | | | | | | |
| 2014 | \$48,678 | \$347,830 | \$396,508 | \$396,508 | | | | | | | | | | | | | | | | | |

| <p>Sales Data MLS Listing #417290</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">None</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p> | Sale Date | Book | Page | Value | Type | Official Records (New Window) | None | | | | | | <p>2016 Certified Roll Exemptions None</p> <p>Legal Description P BEG 210 FT W OF SE COR OF SEC N 400 FT FOR POB E 210 FT N 915 FT TO N LI OF SE1/4 OF SE1/4 W 528 FT TO GULF POWER...</p> <p>Extra Features ASPHALT PAVEMENT CHAINLINK FENCE FRAME BUILDING GREENHOUSE PARKING LIGHT UTILITY BLDG</p> |
|--|-----------|------|-------|-------|-------------------------------|-------------------------------|------|--|--|--|--|--|--|
| Sale Date | Book | Page | Value | Type | Official Records (New Window) | | | | | | | | |
| None | | | | | | | | | | | | | |

Parcel Information [Launch Interactive Map](#)

Section Map Id:
[10-1N-31-2](#)

Approx. Acreage:
7.3200

Zoned: [P](#)
LDMU

Evacuation & Flood Information
[Open Report](#)

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

| | |
|--|--|
| Buildings | |
| Address: 117 PACE PKWY, Year Built: 1975, Effective Year: 1975 | |
| Structural Elements | |
| DECOR/MILLWORK-AVERAGE | |
| DWELLING UNITS-0 | |



ESCAMBIA COUNTY TAX COLLECTOR

Real Estate Account At 117 PACE PKWY

Real Estate Account #11-3231-000 [Parcel details](#) [Latest bill](#) [Full bill history](#)

| | | | | | |
|-------------|------|------|------|-----|------|
| 2016 | 2015 | 2014 | 2013 | ... | 2008 |
| PAID | PAID | PAID | PAID | | PAID |

[Apply for the 2017 Installment Payment Plan](#)

Scott Lunsford
Real Estate 2016 Annual Bill

[Print this bill \(PDF\)](#)

Escambia County Tax Collector
Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

| Account number | Alternate key | Escrow code | Millage code |
|----------------|---------------|-------------|--------------|
| 11-3231-000 | 46788 | — | 06 |

PAID 2016-11-30 \$6,504.06
Receipt #313-16-00284963

[Get Bills by Email](#)

Owner
INTERNATIONAL PAPER COMPANY
6400 POPLAR AVE
ATTN NETA LATHAM
MEMPHIS, TN 38197

Situs address
117 PACE PKWY

Legal description
BEG 210 FT W OF SE COR OF SEC N 400 FT FOR POB E 210 FT N 915 FT TO N LI OF SE1/ ...

Full legal available: [Parcel details](#)

Ad Valorem Taxes

| Taxing authority | Millage | Assessed | Exemption | Taxable | Tax |
|------------------|----------------|----------|-----------|---------|-------------------|
| COUNTY | 6.6165 | 417,085 | 0 | 417,085 | \$2,759.64 |
| PUBLIC SCHOOLS | | | | | |
| BY LOCAL BOARD | 2.2100 | 417,085 | 0 | 417,085 | \$921.76 |
| BY STATE LAW | 4.6660 | 417,085 | 0 | 417,085 | \$1,946.12 |
| WATER MANAGEMENT | 0.0366 | 417,085 | 0 | 417,085 | \$15.27 |
| SHERIFF | 0.6850 | 417,085 | 0 | 417,085 | \$285.70 |
| M.S.T.U. LIBRARY | 0.3590 | 417,085 | 0 | 417,085 | \$149.73 |
| Total | 14.5731 | | | | \$6,078.22 |

Non-Ad Valorem Assessments



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation

INTERNATIONAL PAPER COMPANY

Filing Information

Document Number 805359
FEI/EIN Number 13-0872805
Date Filed 10/09/1941
State NY
Status ACTIVE

Principal Address

6400 Poplar Avenue
Memphis, TN 38197

Changed: 04/16/2015

Mailing Address

6400 Poplar Avenue
Memphis, TN 38197

Changed: 04/16/2015

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/26/1992

Address Changed: 06/26/1992

Officer/Director Detail

Name & Address

Title Director, CEO

Sutton, Mark S.
6400 Poplar Avenue
Memphis, TN 38197

Title SVP, Gen. Counsel, Secretary

Rvan. Sharon R.

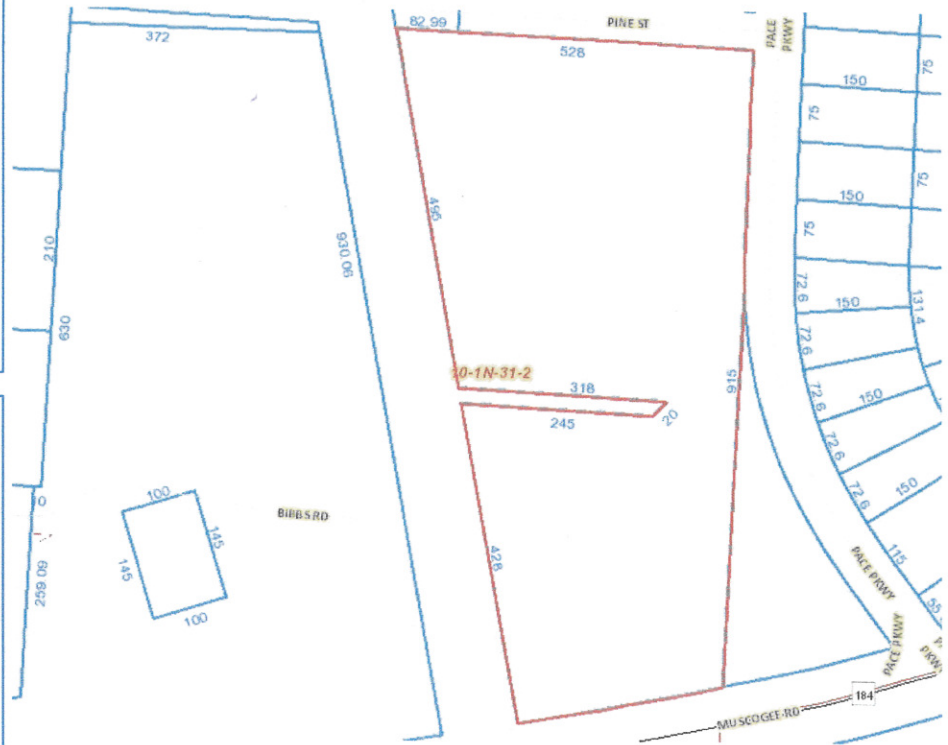




Chris Jones - Escambia County Property Appraiser

Account: 113231000
Refno: 101N314407000000
OName1: INTERNATIONAL PAPER COMPANY
MailingAddr: 6400 POPLAR AVE+ATTN NETA LATHAM+MEMPHIS, TN 38197
Situs: 117 PACE PKWY
LastSale: n/a
LastSalePr: 0
DORCd: OFFICE, 1 STORY
acreage: 7.3200
BldCnt: 1
TotHeatArea: 13248
SecMapId: 10-1N-31-2
ComplexType:
ComplexDscr:
Zoned: LDMU
MLSNr: 417290
TaxAuth: COUNTY MSTU
PicCnt: 1

Street View



Board of Adjustment

6. E.

Meeting Date: 04/19/2017
CASE: CU-2017-07
APPLICANT: Steven Griffin, Agent for Gulf Power Company, Owner
ADDRESS: 600 Highway 297A
PROPERTY REFERENCE NO.: 15-1N-31-1002-000-001
ZONING DISTRICT: Ind, Industrial district
FUTURE LAND USE: I, Industrial
OVERLAY DISTRICT: Cantonment

SUBMISSION DATA:

REQUESTED CONDITIONAL USE:

The applicant is seeking conditional use approval to construct a 180 foot monopole communication tower in the Industrial (Ind) zoning district.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section:3-2.12 Industrial district (c)(1)(a).

(c) Conditional uses.

a. A permitted use of the industrial district to exceed the district structure height limit.

CRITERIA:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 2-6.4

CRITERION (a)

General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

FINDINGS-OF-FACT

The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. The existing uses in the area are primarily industrial. Most of the property in the area is currently vacant. Low Density Residential is found in the area yet is currently vacant. The closest residential use in the area is over 500' feet from the proposed use.

CRITERION (b)

Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

FINDINGS-OF-FACT

Existing facilities and services are currently available onsite and will be utilized to provide the level of service and adequate capacity for the proposed use. The project will be further reviewed at the Site Plan Review Process.

CRITERION (c)

On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

FINDINGS-OF-FACT

The proposed use will utilize the existing gravel road and ingress to egress from the site. The project will be further reviewed at the Site Plan Review Process.

CRITERION (d)

Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

FINDINGS-OF-FACT

Staff found no nuisances or hazards to the adjoining properties and other properties in the immediate area. The applicant has provided a letter from the Federal Aviation Administration (FAA) that states that the tower would not be a hazard to air navigation as proposed.

CRITERION (e)

Solid waste. All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

FINDINGS-OF-FACT

No solid waste containers are proposed for this site and will be reviewed during the Site Plan Review Process.

CRITERION (f)

Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

FINDINGS OF FACT:

Screening and buffering requirements will be reviewed during the Site Plan Review Process.

CRITERION (g)

Signs and lighting. All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

FINDINGS OF FACT:

One "No Trespassing" sign and exterior lighting for instrument control structures are proposed by the applicant. This requirement will be further reviewed during the Site Plan Review Process.

CRITERION (h)

Site characteristics. The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.

FINDINGS OF FACT:

The site characteristics appear to adequately accommodate the proposed use. This site is surrounded by vacant and industrial uses. This project will be further reviewed during the Site Plan Review Process.

CRITERION (i)

Use requirements. The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

FINDINGS OF FACT:

The proposed use must meet all requirement of the Land Development Code Sec. 4-7.12 and any other standards imposed through the Site Plan Review Process. The applicant has provided compliance with FAA, the Federal Communications Commission (FCC), County Emergency Management Services requirements, coverage maps for this tower and collocation information as required for Conditional Use approval.

STAFF FINDINGS

Staff finds that the proposed use can meet the required criteria and recommends approval of the Conditional Use with the following conditions:

The project must meet all conditions imposed through the Site Plan Review Process.

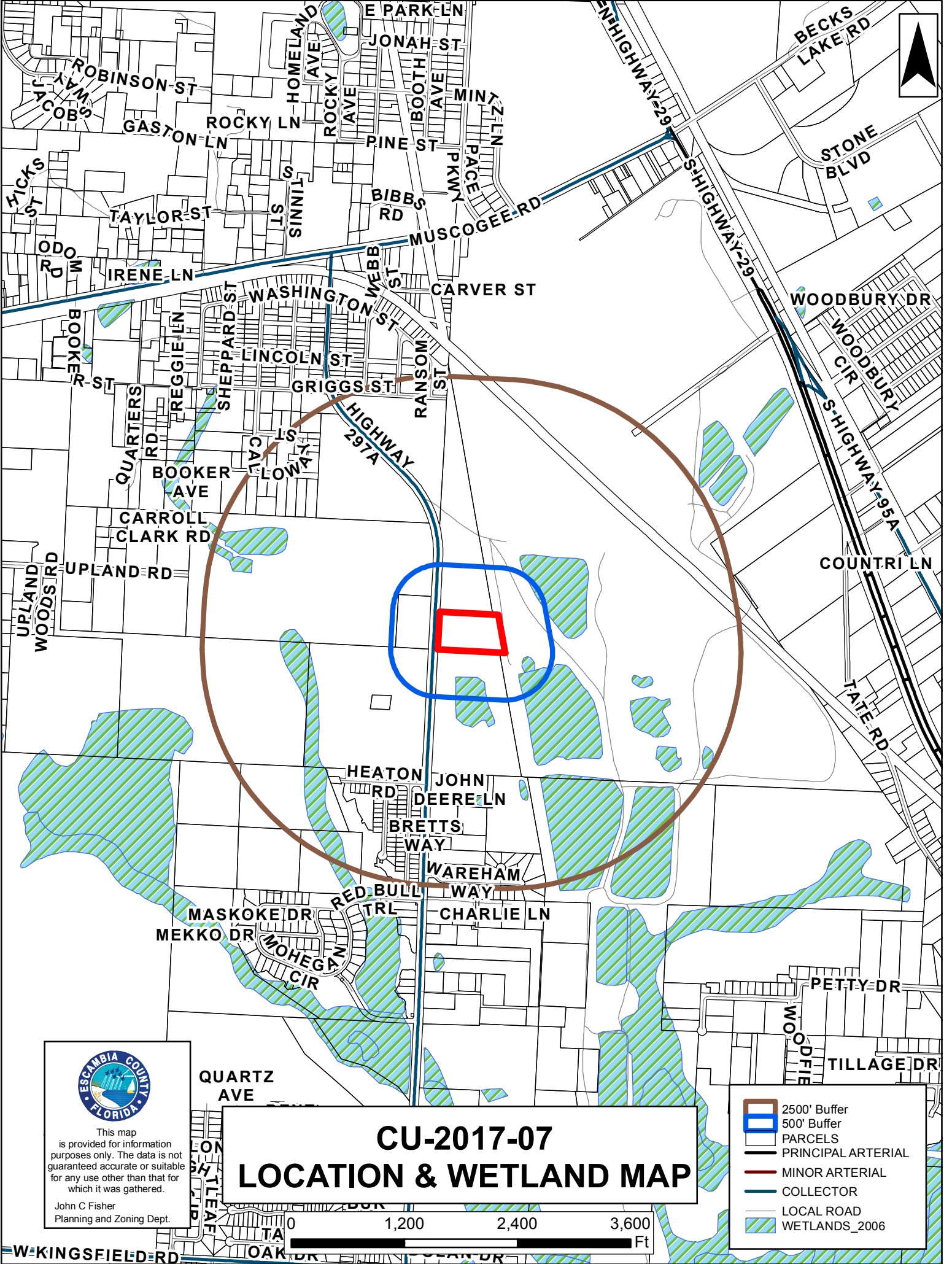
BOA DECISION

Attachments

CU-2017-07

CU-2017-07

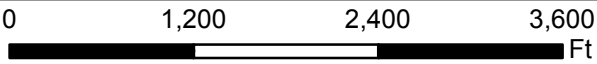
600 Highway 297A



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.

John C Fisher
Planning and Zoning Dept.

CU-2017-07 LOCATION & WETLAND MAP



- 2500' Buffer
- 500' Buffer
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS_2006



LDR

LDR

HIGHWAY
297A

Pub

Ind

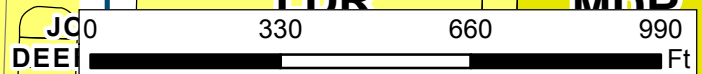
LDR









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.

John C Fisher
Planning and Zoning Dept.

CU-2017-07 ZONING MAP



-  500' Buffer
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD

HE

BRE W

JCO
DEEI

330

660

990

Ft



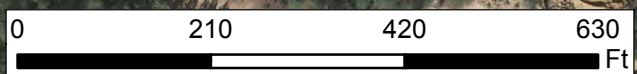
HIGHWAY
297A



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.

John C Fisher
Planning and Zoning Dept.

CU-2017-07 AERIAL MAP



- 500' Buffer
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Escambia_2016_Aerials.ecw

RGB

- Red: Red
- Green: Green
- Blue: Blue



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>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ BOA Meeting: _____

Condition Use Request for: 180 foot Monopole Communication Tower

Variance Request for: _____

1. Contact Information:

A. Property Owner/Applicant: Gulf Power Company

Mailing Address: One Energy Place Pensacola, FL 32520

Business Phone: 850-444-6141 Cell: _____

Email: ADJansen@southernco.com

B. Authorized Agent (if applicable): Steven Griffin

Mailing Address: 501 Commendencia Street Pensacola, FL 32502-5953

Business Phone: 850-432-2451 Cell: _____

Email: SRG@beggslane.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: 600 Highway 297A Cantonment, FL 32533

Parcel ID (s): 151N311002000001

B. Total acreage of the subject property: 6.0 Acres

C. Existing Zoning: IND

FLU Category: UTILITY, GAS, ELECT.

D. Is the subject property developed (if yes, explain): Existing electrical substation

E. Sanitary Sewer: N/A **Septic:** N/A

3. Amendment Request

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

Gulf Power is requesting a conditional use be granted for the construction of a 180 foot
monopole communications tower to support SouthernLinc's new Long-Term Evolution
(LTE) and future smart grid devices such as Advanced Meter Infrastructure (AMI) and
Supervisory Control and Data Acquisition (SCADA) Communications.

- B. For Variance Request – Please address *ALL* the following approval conditions for your Variance request. (use supplement sheets as needed)**

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

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

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

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

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

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

C. For Conditional Use Request – Please address *ALL* the following approval conditions for your Conditional Use request. (use supplement sheets as needed)

- 1. General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

The proposed tower is compatible with adjacent properties and other property in the in the immediate area. The subject property consists of 6 acres and is zoned industrial. Communication towers are permitted uses in the Industrial zoning district. The property is owned by Gulf Power Company and presently hosts a Gulf Power electrical substation. The proposed tower will be located on the north section of the subject property. The tower height will be approximately 180 feet. The adjacent land owners are zoned industrial and a public sector. The closest residentially zoned property line is approximately 510 feet from the proposed tower. The closest residential dwelling is located over 1,000 feet from the proposed tower. Aerial and ground level images are included as a component of this application. Additional details regarding the project are set for in Gulf Power's cover letter.

- 2. Facilities and services.** Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

The proposed tower will not require any significant public facilities or services. It will not require water service and electrical requirements will be served from existing infrastructure on the site.

3. On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access. Ingress to and egress from the proposed tower site will be provided via an existing gravel road approximately 500 feet in length and fifteen feet in width which connects to Highway 297A. The access road contains a minimum curve radius of 30 feet so as to provide emergency vehicles ready access to the site in the unlikely event of fire or emergency. The tower will not be manned and vehicular traffic to and from the site is expected to be minimal.

4. Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

The proposed tower will not have any adverse impact on adjoining properties and properties generally in the district. The tower will silently be receiving and transmit telecommunication data. To Gulf Power's knowledge, there will be no noise, odor, smoke, or other harmful impacts associated with this structure.

5. Solid waste. All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

N/A The structure is not expected to have any solid waste impacts.

6. Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

Gulf Power does not intend to erect any buffers on the subject property. The proposed tower will be constructed on the north section of a 6.0 acre parcel. The subject property is zoned industrial. No residentially zoned properties are adjacent to the proposed location. The closest residential property is located over 1,000 feet to the southwest. The adjacent property owners are International Paper, ECUA, and Escambia County.

7. **Signs and lighting.** All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

Gulf Power does not anticipate installing signage in connection with the project other than standard "No Trespassing" signs on the fence surrounding the tower. Exterior lighting will be limited to a standard exterior light for the instrument control structures. No additional lighting on the tower itself is required by the FAA

4. **Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney**

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 600 Highway 297A Cantonment, FL 32533, Florida, property reference number(s) 151N311002000001

I hereby designate Steven R. Griffin

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 9 day of March the year of, 2017, 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: Steven R. Griffin Email: SRG@beggslane.com

Address: _____ Phone: 850-432-2451

Richard M. Markey
Signature of Property Owner

Richard M. Markey
Printed Name of Property Owner

3/9/17
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 9th day of March 2017 by Richard M. Markey

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

Janie L. Sprinkle
Signature of Notary

Janie L. Sprinkle
Printed Name of Notary

(Notary Seal)



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/board-adjustment> or contact us at 595-3448

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.

Steven R. Griffin
Signature of Owner/Agent

Steven R. Griffin
Printed Name Owner/Agent

3/9/17
Date

Richard M. Markey
Signature of Owner

Richard M. Markey
Printed Name of Owner

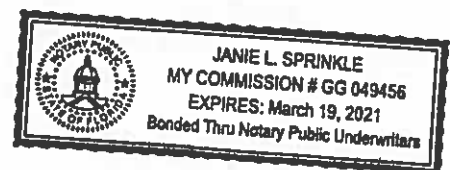
3/9/17
Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 9th day of March 20 17, by Steven R. Griffin and Richard M. Markey

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

Janie L. Sprinkle
Signature of Notary

Janie L. Sprinkle
Printed Name of Notary (notary seal)



JOHN H. ADAMS
JESSICA C. ANDRADE
RUSSELL A. BADDERS
MARY JANE BASS
ROBERT L. CRONGEYER
J. NIXON DANIEL III
JOHN P. DANIEL
TERRIE L. DIDIER
W. LEE ELEBASH
THOMAS F. GONZALEZ
STEVEN R. GRIFFIN
KEVIN A. HELMICH
MARCUS A. HUFF
ROBERT L. JONES III
JACK W. LURTON III
DAVID L. MCGEE
WILLIAM H. MITCHEM
JOE A. PASSERETTI
RALPH A. PETERSON
AMY SLAMAN
JEFFREY A. STONE
DAVID B. TAYLOR III
RUSSELL F. VAN SICKLE
JENA M. WISE
CHARLES T. WIGGINS
JOHN R. ZOESCH III



BEGGS & LANE RLLP
ATTORNEYS and COUNSELLORS at LAW
SINCE 1883

POST OFFICE BOX 12950
PENSACOLA, FL 32591-2950
TELEPHONE (850) 432-2451
FAX (850) 469-3331

W. SPENCER MITCHEM
GREGORY R. MILLER
OF COUNSEL

E. DIXIE BEGGS
1908 - 2001

BERT H. LANE
1917 - 1981

March 14, 2017

VIA HAND DELIVERY

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

Re: Conditional Use Request by Gulf Power Company

To Whom It May Concern:

Please allow this correspondence and the related enclosed documentation to serve as Gulf Power Company's ("Gulf Power") formal conditional use request for a 180 foot monopole communications tower which will be constructed on an approximately six acre parcel of real property owned by Gulf Power and located at 600 Highway 297A, Cantonment, Florida 32533 (the "Subject Property"). The Subject Property is zoned "Industrial" and is not located in the "Airport and Airfield Environs" as defined in the Escambia County Land Development Code ("LDC"). A portion of the Subject Property is presently being utilized to host an electrical substation. Permitted structures within the Industrial zoning district include "public utility structures, including telecommunications towers." See, LDC § 3-2.12(b)(4)c. However, structures in excess of 150 feet above highest adjacent grade require conditional use status. See, LDC § 3-2.12(c)(1)a and (d)(3). As described in more detail below, a tower of 180 feet in height is necessary for Gulf Power's communications purposes. Because the tower will modestly exceed the district structure height limit, Gulf Power is requesting conditional use status for this project.

Need for the Communications Tower

The proposed communications tower will be owned by Gulf Power and will host communications equipment operated by Gulf Power's affiliate Southern Communications Services, Inc. d/b/a SouthernLINC Wireless ("Southern Linc"). Southern Linc provides communications services for Gulf Power and other Southern Company affiliates through an integrated communication system across the southeastern United States. These communications

services play a vital role in Gulf Power's ongoing ability to provide safe and reliable electrical service to Northwest Florida. The communication system plays an integral role in the Company's day-to-day activities including construction of new facilities and repair and maintenance of existing facilities. The system is also critical in emergency situations, such as storm restoration. Gulf Power may also utilize the tower to host equipment to support its Advanced Metering Infrastructure and Supervisory Control and Data Acquisition (SCADA) systems. These systems enable Gulf Power to remotely communicate with and control metering, transmission and distribution infrastructure. The proposed tower is one of many which are being installed across the southeast in connection with Southern Linc's transition from its legacy "iDEN" system to a state of the art "Long Term Evolution" system. While the iDEN system has served Gulf Power well since the mid 1990's, it has become limited in its functionality, particularly as it relates to data transmission. The LTE system overcomes these limitations.

Gulf Power has evaluated the impacts of utilizing a 150 foot structure versus a 180 foot structure and determined that a 180 foot structure is needed. To increase the reliability of the LTE network, each LTE site is designed to have redundant "backhaul" routes – routes to transport the data from the site to the "Enhanced Packet Core" where the mobile data (voice, text, video) can be processed. In the case of Cantonment, one path is via microwave radio south to Gulf Power's Pine Forest facility and the other path is via microwave radio northward to a separate Molino LTE site. It is this path that benefits from the increased pole height of 180 feet. Without this height, the path to Molino is not possible thereby removing a critical layer of reliability to the LTE network. Additionally, a 180 foot structure is needed in order to provide adequate continuous coverage and good throughputs on U.S. Highway 29. At 150 feet, Gulf would lose 1.236 square miles of in-building coverage and 2.339 square miles of overall coverage.

Compliance with the LDC

Section 4-7.12 of the LDC governs telecommunications towers. The proposed structure will comply with each of the requirements set forth in this section. Each of the applicable provisions of section 4-7.12 is addressed below:

(1) Collocation

Gulf Power has made reasonable efforts to collocate its communications facilities on existing structures. In order to maintain required coverage and to integrate this facility with other facilities in the Southern Linc system, the facility needs to be located within 0.5 miles from the Subject Property. There are no structures within 0.5 miles to consider for collocation. Southern Linc RF Engineers have reviewed the Federal Communications Commission's database for all existing towers above 199-ft and driven the area to search for any existing towers less than 199-ft and any buildings/structures that could be considered for collocation. The nearest co-locatable structure is located more than 1 mile from the Subject Property and location at this structure would not be acceptable because it is not within 0.5 miles of the Subject Property. The new 180-ft monopole structure will be available for collocation by other carriers. The structure is designed for antenna equipment for three arrays at the 179 foot, 172 foot and 162 foot mount levels. Southern Linc's antenna will be located at the 179 foot level. The remaining two levels would be available for collocation.

(2) Setback from Residential Zoning

No residentially zoned properties abut the Subject Property. Adjacent property owners are International Paper, Escambia County and the Escambia County Utilities Authority. The closest residentially zoned property line is approximately 510 feet from the proposed structure and the closest residential dwelling is over 1,000 feet from the proposed structure. An aerial map from the Escambia County Property Appraiser along with ground level images of the Subject Property are provided as **Attachment "A"** to this application.

(3) Lighting

In its correspondence confirming that the proposed structure will not pose a hazard to air navigation, the Federal Aviation Administration also noted that marking and lighting are not necessary for aviation safety. Consequently, Gulf does not anticipate installing lighting on the tower itself. Exterior lighting will be limited to a standard exterior light for the ground mounted control structures. This lighting will be appropriately shielded to prevent direct visibility from residential structures.

(4) Color

The structure will either have a galvanized finish or be painted gray or black, per the LDC. Photographs of a similar structure are included as **Attachment "B"** to this application.

(5) Standards

The structure will be designed and constructed in compliance with the latest revision of the telecommunications and electronic industries standards (TIA/EIA 222). Signed and sealed design drawings and construction specifications for the structure are attached as **Attachment "C"** to this application.

(6) Security

A fence at least six feet in height will surround the base of the structure. Access will be through a locked gate and an appropriate anti-climbing device will be installed on the tower.

(7) Screening

Gulf Power does not intend to erect any buffers or screening on the Subject Property. The proposed tower will be constructed on the north section of a six acre parcel of industrially zoned property. No residentially zoned properties are adjacent to the proposed location. Adjacent owners are International Paper, ECUA and Escambia County.

(8) Airport/Airfield Environs

The Subject Property is not located within Airport or Airfield environs.

(9) Conditional Use

(a) Siting Alternatives

Gulf Power has explored all reasonable siting alternatives. As stated previously, in order to maintain required coverage and to integrate this facility with other facilities in the Southern Linc system, the facility needs to be located within 0.5 miles from the Subject Property. There are no structures within 0.5 miles to consider for collocation. Southern Linc RF Engineers have reviewed the Federal Communications Commission's database for all existing towers above 199 feet and driven the area to search for any existing towers less than 199 feet and any buildings/structures that could be considered for collocation. The nearest co-locatable structure is located more than 1 mile from the Subject Property and location at this structure would not be acceptable because it is not within 0.5 miles of the Subject Property.

(b) Environmentally Sensitive Land

In conjunction with the County's Development Review process, Gulf Power is performing a NEPA evaluation of the site. This evaluation has shown that the proposed structure does not impact wetlands, threatened or endangered species or historical sites.

(10) Application Requirements

Gulf Power has attached to its application the following documentation:

- (i) Letters of no objection from the Federal Aviation Administration and Escambia County Emergency Management. (**Attachment "D"**)
- (ii) Coverage maps for the tower depicting coverage with and without the tower and differing coverages for towers of 150 feet and 180 feet in height. (**Attachment "E"**)
- (iii) Legal proof of ownership and a certified boundary survey. (**Attachment "F"**)

Gulf Power has submitted a request to the Federal Communications Commission and intends to supplement its application with a letter of no objection from this agency once it is received. Gulf is confident that the agency will have no objection given that Gulf requested and received similar confirmation in late 2016 for the same tower, albeit at a slightly different location on the Subject Property. Gulf's decision to move the tower to a new location within the Subject Property necessitated a new filing with the F.C.C. Gulf has also inquired of the Florida Department of Transportation's Aviation Office. Gulf is forwarding a copy of its application to the office for review in accordance with section 333.025(4) Florida Statutes. The office has indicated that they will submit comments, if any, to the Board of Adjustment.

Section 2-6.4 of the LDC governs conditional uses. The proposed structure will comply with each of the requirements set forth in this section. Each of the applicable provisions of section 2-6.4 is addressed in the form Board of Adjustment Application that accompanies this correspondence.

Sincerely,



Steven R. Griffin
For the Firm



Reference: 151N311002000001
Account: 113730000
Section Map: 15-1N-31
Situs: 600 HIGHWAY 297A
Complex:
Owner: GULF POWER CO
Mailing Address:
1 ENERGY PL
PENSACOLA, FL 32520-0093
Last Sale: n/a,\$0
Property Use: UTILITY, GAS, ELECT.
Approx. Acreage: 6.0000
Bldg. Count: 0
Total heated Area: 0
Zoned: Ind
Taxing Auth: COUNTY MSTU



SUBJECT PROPERTY



PROPOSED MONOPOLE LOCATION



PROPERTIES TO THE SOUTH



PROPERTIES TO THE WEST



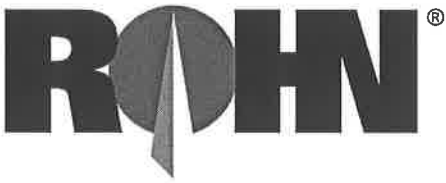
PROPERTIES TO THE NORTH











1 Fairholm Avenue
Peoria, IL 61603 USA
Phone 309-566-3000
FAX 309-566-3079

September 30, 2016

Southern Company Services
Attn: Ed Murray
4601 Southlake Parkway
Hoover, AL. 35244

Reference: Cantonment, Escambia County, FL.
180' Tapered Steel Pole

File Number: 219482

Enclosed, please find the following for your use:

| <u>Copies</u> | <u>Drawing Number</u> | <u>Description</u> |
|---------------|-----------------------|---|
| 1 | 219482-01-D1 | Design Drawing Sealed for the State of Florida |
| 1 | 219482-01-F1 | Drilled Pier Foundation Sealed for the State of Florida |

Contact Phone Number: 205 257 4987

Email Only: elmurray@southernco.com
sforrester@midlandcommunications.net
x@kbrobi@southernco.com

Sincerely,

Ray Adams

crp



1 Fairholm Avenue
Peoria, IL 61603 USA
Phone: (309)-566-3000
Fax: (309)-566-3079

DATE: SEPTEMBER 30, 2016

PURCHASER: SOUTHERN COMPANY

PROJECT: 180 FT TAPERED STEEL POLE
CANTONMENT, FLORIDA

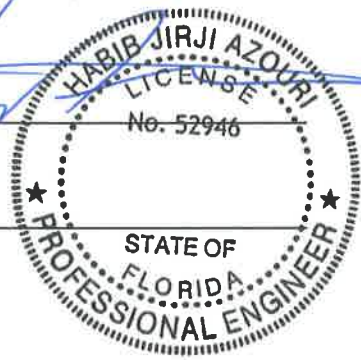
FILE NUMBER: 219482

DRAWINGS: 219482-01-D1 , 219482-01-F1

I CERTIFY THAT THE REFERENCED DRAWINGS WERE PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE DESIGN AND LOADING CRITERIA SPECIFIED BY THE PURCHASER AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF FLORIDA.

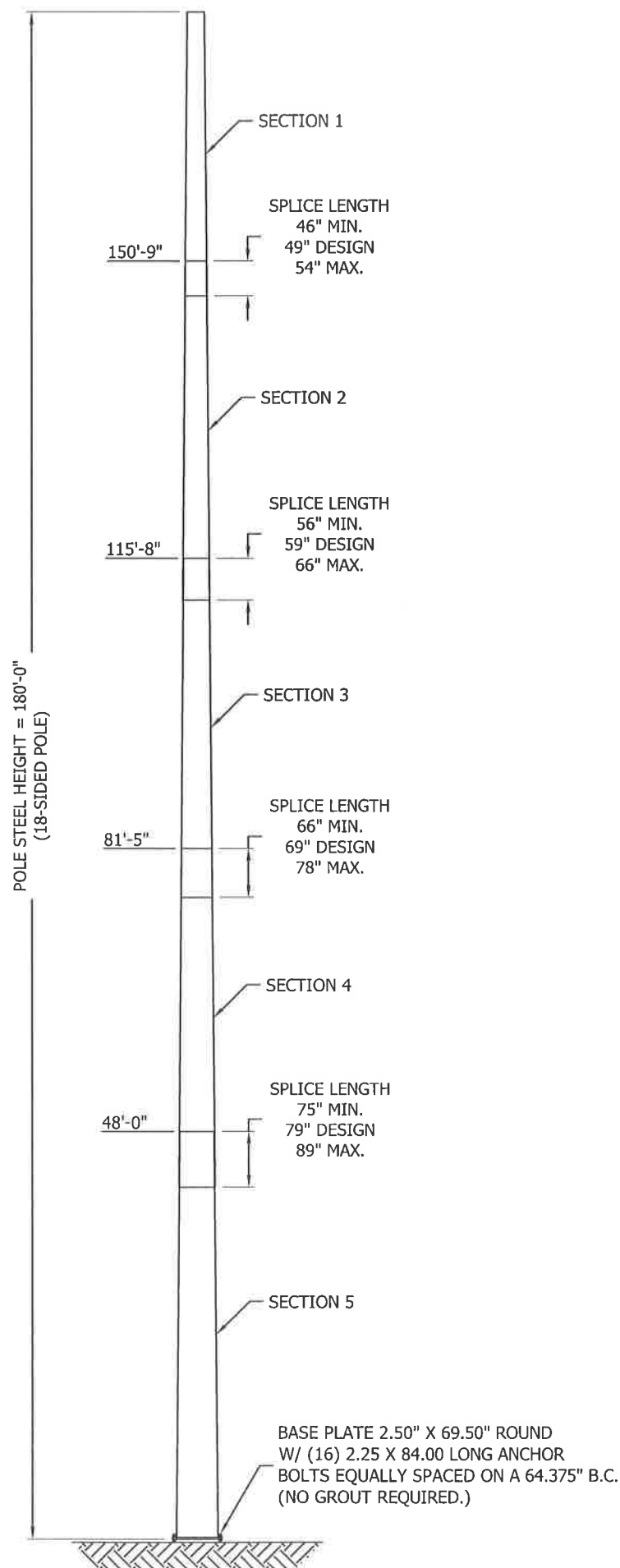
CERTIFIED BY: _____

[Handwritten signature]



DATE: _____

9/30/16



| POLE DESIGN LOADING | | |
|---|---|--------------------|
| DESIGN WIND LOAD PER ANSI/TIA-222-G USING THE FOLLOWING DESIGN CRITERIA: BASIC WIND SPEED (NO ICE): 160 MPH ULTIMATE WIND SPEED PER ASCE 7-10 BASIC WIND SPEED (WITH ICE): 30 MPH DESIGN ICE THICKNESS: 0.25" EXPOSURE CATEGORY: C STRUCTURE CLASSIFICATION: III TOPOGRAPHIC CATEGORY: 1 EARTHQUAKE SPECTRAL RESPONSE ACCELERATION, S _s : 0.13 THIS POLE IS DESIGNED TO SUPPORT THE FOLLOWING LOADS: | | |
| ELEVATION (FT) | ANTENNA TYPE | LINE SIZE (NOM) |
| TOP | LIGHTNING ROD | - |
| 179 | (4)BCD87010 ANTENNAS ON A 4-WAY MOUNT | (4) 7/8" |
| 172.5 | (6)80010736V01 PANELS, (6)RRUS 11, &(6)FILTERS ON (3) VENDEV SKYMOUNTS | (6) 1-5/8" HYBRIDS |
| 162 | (2) 4 FT. HP DISHES [0][120] (11GHZ) | (4) 1/2" |

| MAXIMUM FACTORED REACTIONS | |
|----------------------------|----------------|
| DOWNLOAD = | 49.6 KIPS |
| SHEAR = | 44.2 KIPS |
| O.T.M. = | 5040.7 FT-KIPS |

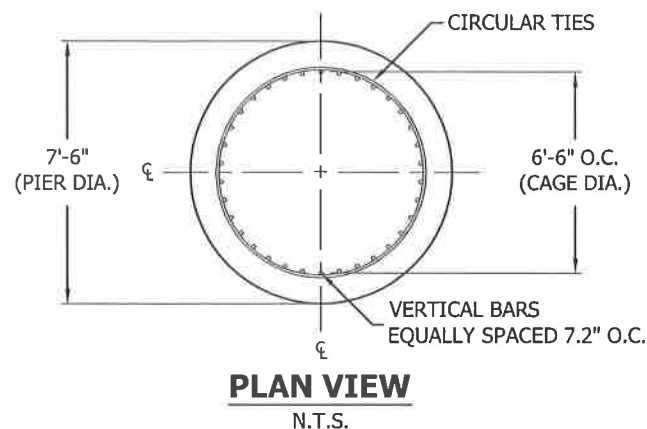
- GENERAL NOTES:**
- ROHN PRODUCTS POLE DESIGNS CONFORM TO ANSI/TIA-222-G UNLESS OTHERWISE SPECIFIED UNDER POLE DESIGN LOADING.
 - THE DESIGN LOADING CRITERIA INDICATED HAS BEEN PROVIDED TO ROHN. THE DESIGN LOADING CRITERIA HAS BEEN ASSUMED TO BE BASED ON SITE-SPECIFIC DATA IN ACCORDANCE WITH ANSI/TIA-222-G AND MUST BE VERIFIED BY OTHERS PRIOR TO INSTALLATION.
 - ANTENNAS AND LINES LISTED IN POLE DESIGN LOADING TABLE ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED.
 - STEP BOLTS ARE PROVIDED AS A CLIMBING FACILITY FOR THE INSTALLATION OF THE STRUCTURE.
 - POLE MEMBER DESIGN DOES NOT INCLUDE STRESSES DUE TO ERECTION SINCE ERECTION EQUIPMENT AND CONDITIONS ARE UNKNOWN. DESIGN ASSUMES COMPETENT AND QUALIFIED PERSONNEL WILL ERECT THE POLE.
 - WORK SHALL BE IN ACCORDANCE WITH ANSI/TIA-222-G, "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES".
 - FIELD CONNECTIONS SHALL BE BOLTED. NO FIELD WELDS SHALL BE ALLOWED.
 - STRUCTURAL BOLTS SHALL CONFORM TO ASTM A325, EXCEPT WHERE NOTED.
 - A NUT LOCKING DEVICE SHALL BE PROVIDED FOR ALL STRUCTURAL BOLTS ON THE POLE.
 - STRUCTURAL STEEL AND CONNECTION BOLTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ANSI/TIA-222-G.
 - ALL HIGH STRENGTH BOLTS ARE TO BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN THE RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS". NO OTHER MINIMUM BOLT TENSION OR TORQUE VALUES ARE REQUIRED.
 - PURCHASER SHALL VERIFY THE INSTALLATION IS IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS FOR OBSTRUCTION MARKING AND LIGHTING.
 - TOLERANCE ON POLE STEEL HEIGHT IS EQUAL TO PLUS 1% OR MINUS 1/2%.
 - DESIGN ASSUMES THAT, AS A MINIMUM, MAINTENANCE AND INSPECTION WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE IN ACCORDANCE WITH ANSI/TIA-222-G.
 - DESIGN ASSUMES LEVEL GRADE AT POLE SITE.
 - FOUNDATIONS SHALL BE DESIGNED TO SUPPORT THE REACTIONS SHOWN FOR THE CONDITIONS EXISTING AT THE SITE.
 - DESIGN ASSUMES ALL TRANSMISSION LINES ARE ROUTED INTERNALLY.
 - POLE SHAFT CONFORMS TO ASTM A572 GR 65. POLE BASE PLATE STEEL CONFORMS TO ASTM A572 GR 50. POLE ANCHOR BOLTS CONFORM TO ASTM A615 GR 75.

| SECTION | LENGTH (FT) | DIAMETER | | WALL THICK (IN) | F _y (KSI) | WEIGHT (KIPS) |
|---------|-------------|----------|-------|-----------------|----------------------|---------------|
| | | BOT | TOP | | | |
| 1 | 33.33 | 30.83 | 24.00 | 0.1875 | 65.0 | 2.018 |
| 2 | 40.00 | 37.66 | 29.46 | 0.2500 | 65.0 | 3.956 |
| 3 | 40.00 | 44.19 | 35.99 | 0.3125 | 65.0 | 5.910 |
| 4 | 40.00 | 50.42 | 42.22 | 0.3750 | 65.0 | 8.199 |
| 5 | 48.00 | 58.00 | 48.16 | 0.3750 | 65.0 | 11.290 |

FOR POLYGONAL POLES, DIAMETER IS MEASURED ACROSS FLATS.

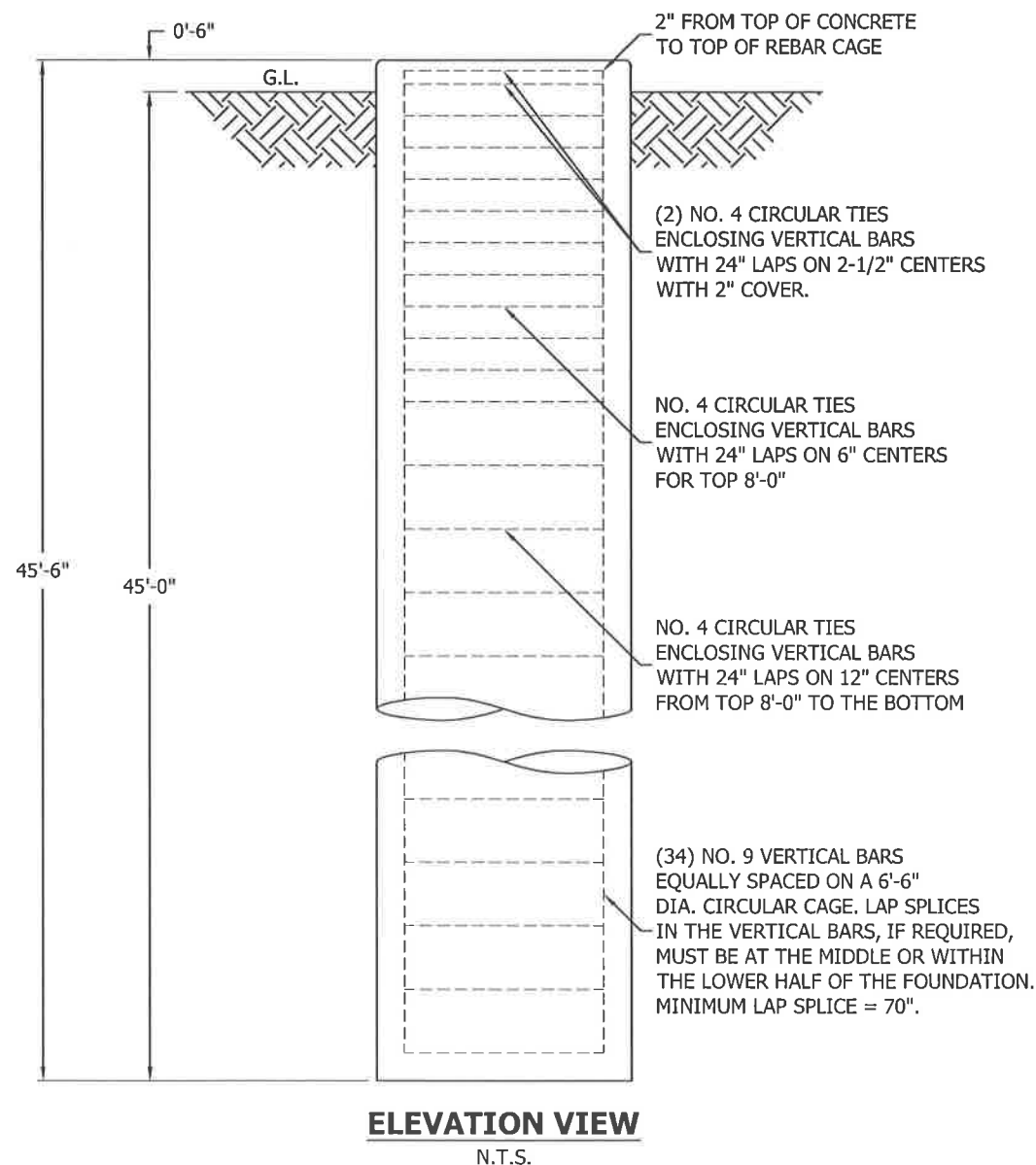
| | | | |
|---|--------------|--------------|--------------------|
| FILE NO. | 219482 | | |
| REVISIONS | | | |
| REV. | DESCRIPTION | DWN | CHK APP |
| | | | |
| PO BOX 5999 PEORIA, IL 61601-5999 TOLL FREE 800-727-ROHN | | | |
| THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED, COPIED OR TRACED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT. | | | |
| SOUTHERN COMPANY DESIGN PROFILE 180' TAPERED STEEL POLE CANTONMENT, FL | | | |
| DWN: | DWG | CHK'D: | HA DATE: 9/29/2016 |
| ENG'R: | HA | SHEET #: | 1 OF 1 |
| PRJ. ENG'R: | DWG | PRJ. MANG'R: | |
| DRAWING NO: | 219482-01-D1 | | REV: 0 |

| REV. | DESCRIPTION | DWN | CHK | APP |
|------|-------------|-----|-----|-----|
| | | | | |



NOTE:
CAGE DIA. FROM CENTERLINE OF VERTICAL BARS.

PLAN VIEW
N.T.S.



ELEVATION VIEW
N.T.S.

FACTORED REACTIONS

DOWNLOAD = 49.6 KIPS
SHEAR = 44.3 KIPS
O.T.M. = 5040.7 FT-KIPS

VOLUME OF CONCRETE

74.5 CU. YDS

GENERAL NOTES:

- FOUNDATION DESIGN HAS BEEN DEVELOPED IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRINCIPLES AND PRACTICES WITHIN THE LIMITS OF THE SUBSURFACE DATA PROVIDED. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT THE FOLLOWING DESIGN PARAMETERS ARE NOT APPLICABLE FOR THE SUBSURFACE CONDITIONS ENCOUNTERED.

| DEPTH (FT) | SOIL TYPE | K (PCI) | γ (PCF) | Φ (DEG) | C (KSF) | ε ₅₀ (IN/IN) |
|------------|-----------|---------|---------|---------|---------|-------------------------|
| 0.0-4.0 | SOFT CLAY | 5.0 | 80.0 | 0.0 | 0.100 | 0.035 |
| 4.0-13.5 | CLAY | 200.0 | 60.0 | 0.0 | 3.000 | 0.005 |
| 13.5-23.5 | CLAY | 200.0 | 60.0 | 0.0 | 1.380 | 0.008 |
| 23.5-45.0 | CLAY | 50.0 | 60.0 | 0.0 | 0.300 | 0.020 |

- WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
- CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
- PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. AS A MINIMUM, CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI (31.0 MPA) IN 28 DAYS.
- MAXIMUM SIZE OF AGGREGATE SHALL NOT EXCEED SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR 1/3 CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. MAXIMUM SIZE MAY BE INCREASED TO 2/3 CLEAR DISTANCE PROVIDED WORKABILITY AND METHODS OF CONSOLIDATION SUCH AS VIBRATING WILL PREVENT HONEYCOMBS OR VOIDS.
- REINFORCEMENT SHALL BE DEFORMED AND CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 UNLESS OTHERWISE NOTED. SPLICES IN REINFORCEMENT SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED.
- REINFORCING CAGES SHALL BE BRACED TO RETAIN PROPER DIMENSIONS DURING HANDLING AND THROUGHOUT PLACEMENT OF CONCRETE. WHEN TEMPORARY CASING IS UTILIZED, BRACING SHALL BE ADEQUATE TO RESIST FORCES OCCURRING FROM FLOWING CONCRETE DURING CASING EXTRACTION.
- WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
- MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES (76 MM) UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH (76 MM) MINIMUM COVER ON REINFORCEMENT.
- SPACERS SHALL BE ATTACHED INTERMITTENTLY THROUGHOUT THE ENTIRE LENGTH OF VERTICAL REINFORCING CAGES TO INSURE CONCENTRIC PLACEMENT OF CAGES IN EXCAVATIONS.
- FOUNDATION DESIGN HAS BEEN BASED ON GEOTECHNICAL REPORT NO. **S0768** DATED **8/16/2016** BY **ENVIRONMENTAL CORPORATION OF AMERICA**.
- FOUNDATION DEPTH INDICATED IS BASED ON THE GRADE LINE DESCRIBED IN THE REFERENCED GEOTECHNICAL REPORT. FOUNDATION MODIFICATION MAY BE REQUIRED IN THE EVENT CUT OR FILL OPERATIONS HAVE TAKEN PLACE SUBSEQUENT TO THE GEOTECHNICAL INVESTIGATION.
- FOUNDATION DESIGN ASSUMES THE RECOMMENDATIONS IN THE REFERENCED GEOTECHNICAL REPORT CONCERNING VERIFICATION OF SUBSURFACE CONDITIONS ARE IMPLEMENTED PRIOR TO PLACEMENT OF CONCRETE.
- FOUNDATION INSTALLATION SHALL BE SUPERVISED BY PERSONNEL KNOWLEDGEABLE AND EXPERIENCED WITH THE PROPOSED FOUNDATION TYPE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
- FOUNDATION DESIGN ASSUMES INSTALLATION PROCEDURES WILL INCORPORATE THE PROCEDURES RECOMMENDED IN THE REFERENCED GEOTECHNICAL REPORT.
- FOUNDATION DESIGN ASSUMES FIELD INSPECTIONS WILL BE PERFORMED TO VERIFY THAT CONSTRUCTION MATERIALS, INSTALLATION METHODS AND ASSUMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON CONDITIONS EXISTING AT THE SITE.
- FOR FOUNDATION INSTALLATION TOLERANCES SEE STRUCTURE ASSEMBLY DRAWING.
- LOOSE MATERIAL SHALL BE REMOVED FROM BOTTOM OF EXCAVATION PRIOR TO CONCRETE PLACEMENT. SIDES OF EXCAVATION SHALL BE ROUGH AND FREE OF LOOSE CUTTINGS.
- CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS, INFILTRATION OF WATER OR SOIL AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
- FREE FALL CONCRETE MAY BE USED PROVIDED FALL IS VERTICAL DOWN WITHOUT HITTING SIDES OF EXCAVATION, FORMWORK, REINFORCING BARS, FORM TIES, CAGE BRACING OR OTHER OBSTRUCTIONS. UNDER NO CIRCUMSTANCES SHALL CONCRETE FALL THROUGH WATER.
- CONSTRUCTION JOINTS, IF REQUIRED AT THE BASE OF THE PIERS, MUST BE INTENTIONALLY ROUGHENED TO A FULL AMPLITUDE OF 1/4 INCH (6 MM). FOUNDATION DESIGN ASSUMES NO OTHER CONSTRUCTION JOINTS.
- TOP OF FOUNDATION OUTSIDE LIMITS OF ANCHOR BOLTS SHALL BE SLOPED TO DRAIN WITH A FLOATED FINISH. AREA INSIDE LIMITS OF ANCHOR BOLTS SHALL BE LEVEL WITH A SCRATCHED FINISH.
- EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" X 3/4" (19MM X 19MM) MINIMUM.
- FOUNDATION DESIGN ASSUMES CASING, IF USED, WILL NOT BE LEFT IN PLACE. EQUIPMENT, PROCEDURES, AND PROPORTIONS OF CONCRETE MATERIALS SHALL INSURE CONCRETE WILL NOT BE ADVERSELY DISTURBED UPON CASING REMOVAL.
- DRILLING FLUID, IF USED, SHALL BE FULLY DISPLACED BY CONCRETE AND SHALL NOT BE DETRIMENTAL TO CONCRETE OR SURROUNDING SOIL. CONTAMINATED CONCRETE SHALL BE REMOVED FROM TOP OF FOUNDATION AND REPLACED WITH FRESH CONCRETE.

NOTE: SEE STRUCTURE ASSEMBLY DRAWING FOR FOUNDATION LAYOUT AND ANCHORAGE EMBEDMENT DRAWING NUMBER.



PO BOX 5999
PEORIA, IL 61601-5999
TOLL FREE 800-727-ROHN

THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED, COPIED OR TRACED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT.

**SOUTHERN COMPANY
DRILLED PIER
FOUNDATION DETAILS
CANTONMENT, FL**

| | | |
|--------------------------|-----------------|-----------------|
| DWN: DWG | CHK'D: HA | DATE: 9/29/2016 |
| ENGR: HA | SHEET #: 1 OF 1 | |
| PRJ. ENGR: DWG | PRJ. MANG'R: | |
| DRAWING NO: 219482-01-F1 | REV: 0 | |

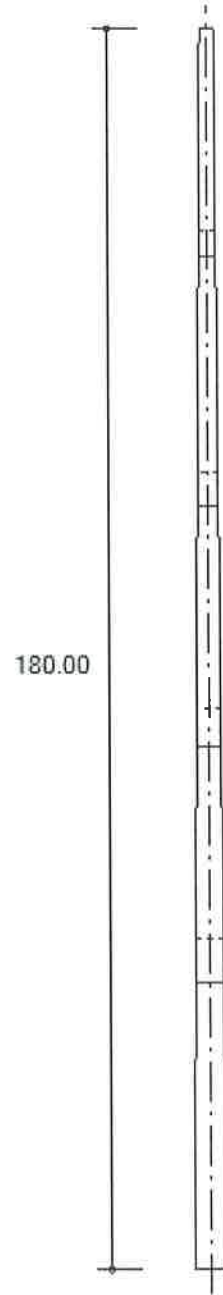
File: W:\Jobs\2016\219482\219482.out
Contract: 219482
Project: 180 FT TAPERED STEEL POLE
Date and Time: 9/30/2016 9:53:54 AM

Revision: 0
Site: CANTONMENT, FL
Engineer: DWG
VAA

DESIGN SPECIFICATION

Design Standard: ANSI/TIA-222-G-2005 Add.2
Ultimate Design Wind Speed (No Ice) = 160.0 (mph) ✓
Nominal Design Wind Speed (No Ice) = 123.9 (mph)
Basic Wind Speed (With Ice) = 30.0 (mph)
Design Ice Thickness = 0.25 (in)
Structure Class = III ✓
Exposure Category = C
Topographic Category = 1

| Sct. | Length (ft) | Overlap (ft) | Top Dia. (in) | Bot Dia. (in) | Thick. (in) |
|------|-------------|--------------|---------------|---------------|-------------|
| 1 | 48.00 | 6.58 | 48.33 | 58.00 | 0.3750 |
| 2 | 40.00 | 5.75 | 42.35 | 50.41 | 0.3750 |
| 3 | 40.00 | 4.92 | 36.08 | 44.14 | 0.3125 |
| 4 | 40.00 | 4.08 | 29.52 | 37.57 | 0.2500 |
| 5 | 33.33 | 0.00 | 24.00 | 30.71 | 0.1875 |



MAXIMUM BASE REACTIONS

| | |
|-----------------|----------|
| Download (Kips) | 49.6 |
| Shear (Kips) | 44.2 |
| Moment (Kipsft) | 5040.7 ✓ |



TSTower - v 5.6.0 Tower Analysis Program
 (c) 1997-2015 TowerSoft www.TSTower.com



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 Peoria, IL

File: W:\Jobs\2016\219482\219482.out
 Contract: 219482
 Project: 180 FT TAPERED STEEL POLE
 Date and Time: 9/30/2016 9:53:54 AM

Revision: 0
 Site: CANTONMENT
 Engineer: DWG

Section A: PROJECT DATA

Project Title: 180 FT TAPERED STEEL POLE
 Customer Name: SOUTHERN COMPANY
 Site: CANTONMENT
 Contract No.: 219482
 Revision: 0
 Engineer: DWG
 Date: Sep 30 2016
 Time: 09:53:37 AM

Design Standard: ANSI/TIA-222-G-2005 Addendum 2

GENERAL DESIGN CONDITIONS

Start wind direction: 0.00 (Deg)
 End wind direction: 315.00 (Deg) ✓
 Increment wind direction: 45.00 (Deg)
 Elevation above ground: 0.00 (ft)
 Gust Response Factor Gh: 1.10
 Structure class: III ✓
 Exposure category: C
 Topographic category: 1
 Material Density: 490.1 (lbs/ft^3)
 Young's Modulus: 29000.0 (ksi) ✓
 Poisson Ratio: 0.30
 Weight Multiplier: 1.10

WIND ONLY CONDITIONS:

Ultimate Design Wind Speed (No Ice): 160.00 (mph)
 Nominal Design Wind Speed (No Ice): 123.94 (mph)
 Directionality Factor Kd: 0.95
 Importance Factor I: 1.15 ✓
 Wind Load Factor: 1.60
 Dead Load Factor: 1.20

WIND AND ICE CONDITIONS:

Basic Wind Speed (With Ice): 30.00 (mph) ✓
 Directionality Factor Kd: 0.95 ✓
 Wind Load Importance Factor Iw: 1.00
 Ice Thickness Importance Factor Ii: 1.25 ✓
 Ice Thickness: 0.25 (in) ✓
 Ice Density: 56.19 (lbs/ft^3)
 Wind Load Factor: 1.00
 Dead Load Factor: 1.20
 Ice Load Factor: 1.00

WIND ONLY SERVICEABILITY CONDITIONS:

Serviceability Wind Speed: 60.00 (mph) ✓
 Directionality Factor Kd: 0.85 ✓
 Importance Factor I: 1.00
 Wind Load Factor: 1.00
 Dead Load Factor: 1.00

Analysis performed using: TowerSoft Finite Element Analysis Program

File: W:\Jobs\2016\219482\219482.out
Contract: 219482
Project: 180 FT TAPERED STEEL POLE
Date and Time: 9/30/2016 9:53:54 AM

Revision: 0
Site: CANTONMENT
Engineer: DWG

Section B: STRUCTURE GEOMETRY

| | | |
|----------------------|-------------------------|----------------------|
| Total Height (ft) | Bottom Diameter (in) | Top Diameter (in) |
| 180.00 | 58.00 | 24.00 |

| Sect. No | Length (ft) | Overlap (ft) | Bot Dia. (in) | Top Dia. (in) | Thick. (in) | Sides | Joint Type | Yield Stress (ksi) | Mass (lbs) | Calculated Taper (in/ft) | (in) |
|----------|-------------|--------------|---------------|---------------|-------------|----------|------------|--------------------|------------|--------------------------|------|
| 1 | 48.00 | 6.58 | 58.00 | 48.33 | 0.3750 | 18-sided | Flange | 65.0 | 11290.2 | 0.20139 | |
| 2 | 40.00 | 5.75 | 50.41 | 42.35 | 0.3750 | 18-sided | Telescopic | 65.0 | 8199.2 | 0.20139 | |
| 3 | 40.00 | 4.92 | 44.14 | 36.08 | 0.3125 | 18-sided | Telescopic | 65.0 | 5910.4 | 0.20139 | |
| 4 | 40.00 | 4.08 | 37.57 | 29.52 | 0.2500 | 18-sided | Telescopic | 65.0 | 3955.7 | 0.20139 | |
| 5 | 33.33 | 0.00 | 30.71 | 24.00 | 0.1875 | 18-sided | Telescopic | 65.0 | 2017.5 | 0.20139 | |

Total Mass: 31372.9

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Section C: ANTENNA DATA

Structure Azimuth from North: 0

ANTENNAS

| Ant No. | Elev. (ft) | Antenna (#) Type | Ant. Azim. | Mount. Radius (ft) | Mount Type | Tx Line (#)Type | Mounting Pipe Size (in) | Length (ft) | Full Shielded | Ka |
|---------|------------|-----------------------------------|------------|--------------------|------------|-----------------|-------------------------|-------------|---------------|------|
| 1 | 162.00 | (1) HP4 Vert. Offset 0.00 (ft) | 0 | 2.00 | | 0 | | | | 1.00 |
| 2 | 162.00 | (1) HP4 Vert. Offset 0.00 (ft) | 120 | 2.00 | | 120 | | | | 1.00 |

ANTENNA AND MOUNT WIND AREAS AND WEIGHTS

| Ant No. | Antenna/Mount | Frontal Bare Area (ft) ² | Lateral Bare Area (ft) ² | Frontal Iced Area (ft) ² | Lateral Iced Area (ft) ² | Weight Bare (lbs) | Weight Iced (lbs) | Frequency GHz | Allowable Signal Loss dB | Gh | Mount Ka |
|---------|---------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------|-------------------|---------------|--------------------------|------|----------|
| 1 | HP4 | 18.87 | 1.31 | 18.87 | 1.31 | 169.75 | 320.48 | 11.00 | 10 | 1.10 | |
| 2 | HP4 | 18.87 | 1.31 | 18.87 | 1.31 | 169.75 | 320.48 | 11.00 | 10 | 1.10 | |

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Section D: TRANSMISSION LINE DATA

Transmission Lines Position

| No. | Bot El (ft) | Top El (ft) | Desc. | Radius (ft) | Az. | Orient. | No. | Shielded | Shielded Lines | Antenna |
|-----|----------------|----------------|------------|----------------|------|---------|-----|----------|-------------------|---------|
| 1 | 0.00 | 180.00 | 3/8" CABLE | 3.00 | 0.00 | 0.00 | 1 | No | 0 | |
| 2 | 0.00 | 179.00 | LDF5P-50A | 0.00 | 0.00 | 0.00 | 4 | Yes | 4 | |
| 3 | 0.00 | 172.50 | LDF7P-50A | 0.00 | 0.00 | 0.00 | 6 | Yes | 6 | |
| 4 | 0.00 | 162.00 | LDF2-50 | 0.00 | 0.00 | 0.00 | 4 | Yes | 4 | |

Transmission Lines Details

| No. | Desc. | Width (in) | Depth (in) | Unit Mass (lb/ft) |
|-----|------------|---------------|---------------|----------------------|
| 1 | 3/8" CABLE | 0.38 | 0.38 | 1.00 |
| 2 | LDF5P-50A | 1.10 | 1.10 | 0.33 |
| 3 | LDF7P-50A | 2.01 | 2.01 | 0.92 |
| 4 | LDF2-50 | 0.43 | 0.43 | 0.08 |

Utilization of the cross-section for TX Lines: 4.28%



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Section F: POINT LOAD DATA

Structure Azimuth from North:0.00

POINT LOADS

| No. | Description | Elev. (ft) | Radius (ft) | Azim. (Deg) | Orient. (Deg) | Vertical Offset (ft) | Tx Line | Comments |
|-----|-------------|---------------|----------------|----------------|------------------|----------------------------|---------|----------|
| 1 | LROD | 180.00 | 0.00 | 0.0 | 0.0 | 0.00 | | |
| 2 | 4-BCD87010 | 179.00 | 1.00 | 0.0 | 0.0 | 0.00 | | |
| 3 | CARRIER | 172.50 | 1.00 | 0.0 | 0.0 | 0.00 | | |

POINT LOADS WIND AREAS AND WEIGHTS

| No. | Description | Frontal Bare Area (ft ²) | Lateral Bare Area (ft ²) | Frontal Iced Area (ft ²) | Lateral Iced Area (ft ²) | Weight Bare (Kips) | Weight Iced (Kips) | Gh |
|-----|-------------|--|--|--|--|--------------------------|--------------------------|------|
| 1 | LROD | 2.00 | 2.00 | 3.00 | 3.00 | 0.10 | 0.20 | 1.10 |
| 2 | 4-BCD87010 | 20.00 | 20.00 | 33.00 | 33.00 | 0.30 | 0.50 | 1.10 |
| 3 | CARRIER | 90.00 | 90.00 | 120.00 | 120.00 | 1.00 | 2.00 | 1.10 |

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Section G: WIND LOAD DATA

Load Combination Wind Only

Wind Direction 0.00 (deg)

Pole Wind Data

| Element | Top Elev. (ft) | Bot. Elev. (ft) | Top Diam. (in) | Bot. Diam. (in) | Top Kz | Top Kzt | Top Press. (psf) | Bot. Kz | Bot. Kzt | Bot. Press. (psf) |
|---------|----------------|-----------------|----------------|-----------------|--------|---------|------------------|---------|----------|-------------------|
| 30 | 180.00 | 174.19 | 24.04 | 25.21 | 1.43 | 1.00 | 94.00 | 1.42 | 1.00 | 93.35 |
| 29 | 174.19 | 168.39 | 25.21 | 26.38 | 1.42 | 1.00 | 93.35 | 1.41 | 1.00 | 92.69 |
| 28 | 168.39 | 162.58 | 26.38 | 27.55 | 1.41 | 1.00 | 92.69 | 1.40 | 1.00 | 92.01 |
| 27 | 162.58 | 156.77 | 27.55 | 28.72 | 1.40 | 1.00 | 92.01 | 1.39 | 1.00 | 91.31 |
| 26 | 156.77 | 150.96 | 28.72 | 29.89 | 1.39 | 1.00 | 91.31 | 1.38 | 1.00 | 90.58 |
| 25 | 150.96 | 146.88 | 29.89 | 30.71 | 1.38 | 1.00 | 90.58 | 1.37 | 1.00 | 90.06 |
| 24 | 146.88 | 140.64 | 30.30 | 31.55 | 1.37 | 1.00 | 90.06 | 1.36 | 1.00 | 89.24 |
| 23 | 140.64 | 134.39 | 31.55 | 32.81 | 1.36 | 1.00 | 89.24 | 1.35 | 1.00 | 88.39 |
| 22 | 134.39 | 128.15 | 32.81 | 34.07 | 1.35 | 1.00 | 88.39 | 1.33 | 1.00 | 87.51 |
| 21 | 128.15 | 121.91 | 34.07 | 35.32 | 1.33 | 1.00 | 87.51 | 1.32 | 1.00 | 86.60 |
| 20 | 121.91 | 115.67 | 35.32 | 36.58 | 1.32 | 1.00 | 86.60 | 1.30 | 1.00 | 85.64 |
| 19 | 115.67 | 110.75 | 36.58 | 37.57 | 1.30 | 1.00 | 85.64 | 1.29 | 1.00 | 84.86 |
| 18 | 110.75 | 104.88 | 37.07 | 38.25 | 1.29 | 1.00 | 84.86 | 1.28 | 1.00 | 83.90 |
| 17 | 104.88 | 99.02 | 38.25 | 39.43 | 1.28 | 1.00 | 83.90 | 1.26 | 1.00 | 82.89 |
| 16 | 99.02 | 93.15 | 39.43 | 40.62 | 1.26 | 1.00 | 82.89 | 1.25 | 1.00 | 81.83 |
| 15 | 93.15 | 87.28 | 40.62 | 41.80 | 1.25 | 1.00 | 81.83 | 1.23 | 1.00 | 80.71 |
| 14 | 87.28 | 81.42 | 41.80 | 42.98 | 1.23 | 1.00 | 80.71 | 1.21 | 1.00 | 79.54 |
| 13 | 81.42 | 75.67 | 42.98 | 44.14 | 1.21 | 1.00 | 79.54 | 1.19 | 1.00 | 78.32 |
| 12 | 75.67 | 70.13 | 43.51 | 44.63 | 1.19 | 1.00 | 78.32 | 1.17 | 1.00 | 77.08 |
| 11 | 70.13 | 64.60 | 44.63 | 45.74 | 1.17 | 1.00 | 77.08 | 1.15 | 1.00 | 75.76 |
| 10 | 64.60 | 59.07 | 45.74 | 46.85 | 1.15 | 1.00 | 75.76 | 1.13 | 1.00 | 74.34 |
| 9 | 59.07 | 53.53 | 46.85 | 47.97 | 1.13 | 1.00 | 74.34 | 1.11 | 1.00 | 72.82 |
| 8 | 53.53 | 48.00 | 47.97 | 49.08 | 1.11 | 1.00 | 72.82 | 1.08 | 1.00 | 71.17 |
| 7 | 48.00 | 41.42 | 49.08 | 50.41 | 1.08 | 1.00 | 71.17 | 1.05 | 1.00 | 68.99 |
| 6 | 41.42 | 34.51 | 49.66 | 51.05 | 1.05 | 1.00 | 68.99 | 1.01 | 1.00 | 66.39 |
| 5 | 34.51 | 27.61 | 51.05 | 52.44 | 1.01 | 1.00 | 66.39 | 0.97 | 1.00 | 63.35 |
| 4 | 27.61 | 20.71 | 52.44 | 53.83 | 0.97 | 1.00 | 63.35 | 0.91 | 1.00 | 59.62 |
| 3 | 20.71 | 13.81 | 53.83 | 55.22 | 0.91 | 1.00 | 59.62 | 0.85 | 1.00 | 55.78 |
| 2 | 13.81 | 6.90 | 55.22 | 56.61 | 0.85 | 1.00 | 55.78 | 0.85 | 1.00 | 55.78 |
| 1 | 6.90 | 0.00 | 56.61 | 58.00 | 0.85 | 1.00 | 55.78 | 0.85 | 1.00 | 55.78 |

Projected and Wind Areas

| Element | Pole Proj Area (ft^2) | Tx-Line Proj Area (ft^2) | Ladder Proj Area (ft^2) | Ra | Top Drag Factor | Bot Drag Factor |
|---------|-----------------------|--------------------------|-------------------------|------|-----------------|-----------------|
| 30 | 12.10 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 29 | 12.68 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 28 | 13.25 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 27 | 13.83 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 26 | 14.40 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 25 | 10.47 | 0.13 | 0.00 | 0.01 | 0.65 | 0.65 |
| 24 | 16.33 | 0.20 | 0.00 | 0.01 | 0.65 | 0.65 |
| 23 | 17.00 | 0.20 | 0.00 | 0.01 | 0.65 | 0.65 |
| 22 | 17.66 | 0.20 | 0.00 | 0.01 | 0.65 | 0.65 |
| 21 | 18.33 | 0.20 | 0.00 | 0.01 | 0.65 | 0.65 |
| 20 | 18.99 | 0.20 | 0.00 | 0.01 | 0.65 | 0.65 |
| 19 | 15.43 | 0.15 | 0.00 | 0.01 | 0.65 | 0.65 |
| 18 | 18.70 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 17 | 19.28 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 16 | 19.87 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 15 | 20.46 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |



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|----|-------|------|------|------|------|------|
| 14 | 21.04 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 13 | 21.19 | 0.18 | 0.00 | 0.01 | 0.65 | 0.65 |
| 12 | 20.63 | 0.17 | 0.00 | 0.01 | 0.65 | 0.65 |
| 11 | 21.16 | 0.17 | 0.00 | 0.01 | 0.65 | 0.65 |
| 10 | 21.68 | 0.17 | 0.00 | 0.01 | 0.65 | 0.65 |
| 9 | 22.20 | 0.17 | 0.00 | 0.01 | 0.65 | 0.65 |
| 8 | 22.72 | 0.17 | 0.00 | 0.01 | 0.65 | 0.65 |
| 7 | 27.71 | 0.21 | 0.00 | 0.01 | 0.65 | 0.65 |
| 6 | 29.41 | 0.22 | 0.00 | 0.01 | 0.65 | 0.65 |
| 5 | 30.22 | 0.22 | 0.00 | 0.01 | 0.65 | 0.65 |
| 4 | 31.04 | 0.22 | 0.00 | 0.01 | 0.65 | 0.65 |
| 3 | 31.85 | 0.22 | 0.00 | 0.01 | 0.65 | 0.65 |
| 2 | 32.66 | 0.22 | 0.00 | 0.01 | 0.65 | 0.65 |
| 1 | 33.47 | 0.22 | 0.00 | 0.01 | 0.65 | 0.65 |

App. Concentrated Loads

| Ant. | Description | Qty | Mount | Desc. | Elev. (ft) | CaAc X-Dir E-W (ft^2) | CaAc Y-Dir N-S (ft^2) | XForce E-W (Kips) | YForce N-S (Kips) | ZForce (Kips) | M-x (kipsft) | M-y (kipsft) | M-z (kipsft) |
|------|-------------|-----|-------|-------|---------------|--------------------------------|--------------------------------|-------------------------|-------------------------|------------------|-----------------|-----------------|-----------------|
| 1 | HP4 | 1 | | | 162 | 0.00 | -18.87 | 0.00 | -1.74 | -0.20 | -0.41 | 0.00 | 0.00 |
| 2 | HP4 | 1 | | | 162 | 5.94 | -10.98 | 0.55 | -1.01 | -0.20 | 0.20 | 0.35 | -1.83 |
| 1 | LROD | | | | 180 | 0.00 | -2.00 | 0.00 | -0.19 | -0.12 | 0.00 | 0.00 | 0.00 |
| 2 | 4-BCD87010 | | | | 179 | 0.00 | -20.00 | 0.00 | -1.88 | -0.36 | -0.36 | 0.00 | 0.00 |
| 3 | CARRIER | | | | 172.5 | 0.00 | -89.99 | 0.00 | -8.39 | -1.20 | -1.20 | 0.00 | 0.00 |



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Section J: ANTENNA DISPLACEMENT DATA

Load Combination Max Envelope

| Wind Direction | | Maximum displacements | | | | | |
|----------------|------------|-----------------------|---------------|-----------------|---------------|---------------|-----------------|
| Ant. | Elev. (ft) | N-S Disp (in) | W-E Disp (in) | Vert. Disp (in) | N-S Rot (Deg) | W-E Rot (Deg) | Twist Tot (Deg) |
| 1 | 162.00 | 140.3 | -138.8 | -6.3 | -8.31 | -8.40 | -0.11 |
| 2 | 162.00 | 140.3 | -138.8 | -6.3 | -8.31 | -8.40 | -0.11 |

Load Combination Wind Only - Serviceability

| Wind Direction | | Maximum displacements | | | | | | |
|----------------|------------|-----------------------|---------------|-----------------|---------------|---------------|-----------------|--------------|
| Ant. | Elev. (ft) | N-S Disp (in) | W-E Disp (in) | Vert. Disp (in) | N-S Rot (Deg) | W-E Rot (Deg) | Twist Tot (Deg) | Allow. (Deg) |
| 1 | 162.00 | 18.3 | -18.2 | -0.1 | -1.09 | 1.10 | -0.01 | 1.21 |
| 2 | 162.00 | 18.3 | -18.2 | -0.1 | -1.09 | 1.10 | -0.01 | 1.21 |



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Section K: POLE OUTPUT LOAD DATA

| Load Combination | Max Envelope | | | |
|------------------|---------------------|---------------------|--------------------|-----------------------|
| Wind Direction | Maximum | | | |
| Elev. (ft) | Axial Ld. (kips) | Shear Ld. (kips) | Torque (kipsft) | Bend Mom. (kipsft) |
| 180.00 | 0.95 | 2.18 | 1.58 | 0.47 |
| 174.19 | 0.95 | 2.18 | 1.59 | 12.93 |
| 174.19 | 3.16 | 9.32 | 7.92 | 13.82 |
| 168.39 | 3.16 | 9.32 | 7.97 | 67.85 |
| 168.39 | 4.41 | 12.62 | 10.43 | 68.16 |
| 162.58 | 4.41 | 12.62 | 10.49 | 141.37 |
| 162.58 | 5.74 | 16.09 | 11.83 | 141.49 |
| 156.77 | 5.74 | 16.09 | 11.92 | 234.14 |
| 156.77 | 6.48 | 17.27 | 12.11 | 234.10 |
| 150.96 | 6.48 | 17.27 | 12.22 | 334.24 |
| 150.96 | 7.06 | 18.05 | 12.21 | 334.22 |
| 146.88 | 7.06 | 18.05 | 12.28 | 407.53 |
| 146.88 | 7.99 | 18.92 | 12.28 | 407.50 |
| 140.64 | 7.99 | 18.92 | 12.36 | 525.21 |
| 140.64 | 9.16 | 19.99 | 12.36 | 525.18 |
| 134.39 | 9.16 | 19.99 | 12.42 | 650.15 |
| 134.39 | 10.14 | 21.06 | 12.42 | 650.12 |
| 128.15 | 10.14 | 21.06 | 12.48 | 781.02 |
| 128.15 | 11.15 | 22.14 | 12.48 | 780.99 |
| 121.91 | 11.15 | 22.14 | 12.52 | 918.59 |
| 121.91 | 12.20 | 23.24 | 12.52 | 918.57 |
| 115.67 | 12.20 | 23.24 | 12.55 | 1063.00 |
| 115.67 | 13.16 | 24.24 | 12.55 | 1062.97 |
| 110.75 | 13.16 | 24.24 | 12.56 | 1181.88 |
| 110.75 | 14.62 | 25.26 | 12.56 | 1181.86 |
| 104.88 | 14.62 | 25.26 | 12.57 | 1329.70 |
| 104.88 | 16.28 | 26.38 | 12.58 | 1329.69 |
| 99.02 | 16.28 | 26.38 | 12.58 | 1484.05 |
| 99.02 | 17.57 | 27.47 | 12.58 | 1484.03 |
| 93.15 | 17.57 | 27.47 | 12.58 | 1644.76 |
| 93.15 | 18.90 | 28.56 | 12.58 | 1644.75 |
| 87.28 | 18.90 | 28.56 | 12.57 | 1811.89 |
| 87.28 | 20.26 | 29.66 | 12.57 | 1811.88 |
| 81.42 | 20.26 | 29.66 | 12.55 | 1984.50 |
| 81.42 | 21.64 | 30.75 | 12.56 | 1984.49 |
| 75.67 | 21.64 | 30.75 | 12.54 | 2161.46 |
| 75.67 | 23.79 | 31.86 | 12.54 | 2161.46 |
| 70.13 | 23.79 | 31.86 | 12.52 | 2336.46 |
| 70.13 | 26.04 | 32.95 | 12.52 | 2336.46 |
| 64.60 | 26.04 | 32.95 | 12.50 | 2518.50 |
| 64.60 | 27.65 | 33.98 | 12.50 | 2518.49 |
| 59.07 | 27.65 | 33.98 | 12.48 | 2706.29 |
| 59.07 | 29.31 | 35.01 | 12.48 | 2706.28 |
| 53.53 | 29.31 | 35.01 | 12.45 | 2898.66 |
| 53.53 | 30.99 | 36.03 | 12.45 | 2898.66 |
| 48.00 | 30.99 | 36.03 | 12.43 | 3097.85 |
| 48.00 | 32.88 | 37.13 | 12.43 | 3097.85 |
| 41.42 | 32.88 | 37.13 | 12.40 | 3342.05 |
| 41.42 | 35.90 | 38.35 | 12.40 | 3342.06 |
| 34.51 | 35.90 | 38.35 | 12.37 | 3605.62 |
| 34.51 | 39.00 | 39.53 | 12.37 | 3605.63 |
| 27.61 | 39.00 | 39.53 | 12.35 | 3877.40 |
| 27.61 | 41.28 | 40.64 | 12.35 | 3877.41 |
| 20.71 | 41.28 | 40.64 | 12.32 | 4158.23 |
| 20.71 | 43.60 | 41.68 | 12.33 | 4158.23 |
| 13.81 | 43.60 | 41.68 | 12.31 | 4445.00 |
| 13.81 | 45.98 | 42.67 | 12.31 | 4445.01 |



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|------|-------|-------|-------|---------|
| 6.90 | 45.98 | 42.67 | 12.30 | 4740.12 |
| 6.90 | 48.38 | 43.64 | 12.30 | 4740.14 |
| 0.00 | 48.38 | 43.64 | 12.29 | 5040.71 |
| Base | 49.59 | 44.25 | 12.29 | 5040.72 |



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Section L: STRENGTH ASSESSMENT DATA

| Load Combination | | Max Envelope | | | |
|------------------|---------------------|---------------------|--------------------|----------------------|---------|
| Wind Direction | | Maximum | | | |
| Elev. (ft) | Axial Ld. (kips) | Axial Cap (kips) | Moment (kipsft) | Mom. Cap (kipsft) | Assess. |
| 180.00 | 0.95 | 985.85 | 0.47 | 483.74 | 0.002 |
| 174.19 | 0.95 | 1016.84 | 12.93 | 523.60 | 0.002 |
| 174.19 | 3.16 | 1016.84 | 13.82 | 523.60 | 0.027 |
| 168.39 | 3.16 | 1046.22 | 67.85 | 564.08 | 0.121 |
| 168.39 | 4.41 | 1046.22 | 68.16 | 564.08 | 0.122 |
| 162.58 | 4.41 | 1073.97 | 141.37 | 605.08 | 0.235 |
| 162.58 | 5.74 | 1073.97 | 141.49 | 605.08 | 0.236 |
| 156.77 | 5.74 | 1100.11 | 234.14 | 646.48 | 0.362 |
| 156.77 | 6.48 | 1100.11 | 234.10 | 646.48 | 0.365 |
| 150.96 | 6.48 | 1124.62 | 334.24 | 688.14 | 0.488 |
| 150.96 | 7.06 | 1124.62 | 334.22 | 688.14 | 0.489 |
| 146.88 | 7.99 | 1686.90 | 407.50 | 1042.03 | 0.393 |
| 140.64 | 7.99 | 1734.17 | 525.21 | 1116.42 | 0.473 |
| 140.64 | 9.16 | 1734.17 | 525.18 | 1116.42 | 0.473 |
| 134.39 | 9.16 | 1779.57 | 650.15 | 1192.02 | 0.548 |
| 134.39 | 10.14 | 1779.57 | 650.12 | 1192.02 | 0.549 |
| 128.15 | 10.14 | 1823.09 | 781.02 | 1268.68 | 0.619 |
| 128.15 | 11.15 | 1823.09 | 780.99 | 1268.68 | 0.619 |
| 121.91 | 11.15 | 1864.75 | 918.59 | 1346.26 | 0.686 |
| 121.91 | 12.20 | 1864.75 | 918.57 | 1346.26 | 0.686 |
| 115.67 | 12.20 | 1904.53 | 1063.00 | 1424.61 | 0.750 |
| 115.67 | 13.16 | 1904.53 | 1062.97 | 1424.61 | 0.751 |
| 110.75 | 14.62 | 2597.16 | 1181.86 | 1962.46 | 0.606 |
| 104.88 | 14.62 | 2654.08 | 1329.70 | 2070.47 | 0.646 |
| 104.88 | 16.28 | 2654.08 | 1329.69 | 2070.47 | 0.646 |
| 99.02 | 16.28 | 2709.35 | 1484.05 | 2179.93 | 0.685 |
| 99.02 | 17.57 | 2709.35 | 1484.03 | 2179.93 | 0.685 |
| 93.15 | 17.57 | 2762.96 | 1644.76 | 2290.73 | 0.723 |
| 93.15 | 18.90 | 2762.96 | 1644.75 | 2290.73 | 0.723 |
| 87.28 | 18.90 | 2814.92 | 1811.89 | 2402.74 | 0.759 |
| 87.28 | 20.26 | 2814.92 | 1811.88 | 2402.74 | 0.759 |
| 81.42 | 20.26 | 2865.23 | 1984.50 | 2515.84 | 0.794 |
| 81.42 | 21.64 | 2865.23 | 1984.49 | 2515.84 | 0.795 |
| 75.67 | 23.79 | 3682.22 | 2161.46 | 3264.50 | 0.667 |
| 70.13 | 23.79 | 3748.14 | 2336.46 | 3409.51 | 0.690 |
| 70.13 | 26.04 | 3748.14 | 2336.46 | 3409.51 | 0.691 |
| 64.60 | 26.04 | 3812.58 | 2518.50 | 3556.19 | 0.714 |
| 64.60 | 27.65 | 3812.58 | 2518.49 | 3556.19 | 0.714 |
| 59.07 | 27.65 | 3875.55 | 2706.29 | 3704.44 | 0.736 |
| 59.07 | 29.31 | 3875.55 | 2706.28 | 3704.44 | 0.737 |
| 53.53 | 29.31 | 3937.05 | 2898.66 | 3854.15 | 0.758 |
| 53.53 | 30.99 | 3937.05 | 2898.66 | 3854.15 | 0.758 |
| 48.00 | 30.99 | 3997.07 | 3097.85 | 4005.24 | 0.780 |
| 48.00 | 32.88 | 3997.07 | 3097.85 | 4005.24 | 0.780 |
| 41.42 | 35.90 | 4027.51 | 3342.06 | 4083.80 | 0.826 |
| 34.51 | 35.90 | 4099.38 | 3605.62 | 4274.80 | 0.851 |
| 34.51 | 39.00 | 4099.38 | 3605.63 | 4274.80 | 0.852 |
| 27.61 | 39.00 | 4168.97 | 3877.40 | 4467.48 | 0.876 |
| 27.61 | 41.28 | 4168.97 | 3877.41 | 4467.48 | 0.876 |
| 20.71 | 41.28 | 4236.26 | 4158.23 | 4661.66 | 0.900 |
| 20.71 | 43.60 | 4236.26 | 4158.23 | 4661.66 | 0.901 |
| 13.81 | 43.60 | 4301.26 | 4445.00 | 4857.13 | 0.924 |
| 13.81 | 45.98 | 4301.26 | 4445.01 | 4857.13 | 0.924 |
| 6.90 | 45.98 | 4363.97 | 4740.12 | 5053.69 | 0.947 |
| 6.90 | 48.38 | 4363.97 | 4740.14 | 5053.69 | 0.948 |
| 0.00 | 48.38 | 4424.40 | 5040.71 | 5251.15 | 0.970 |

Rohn Products LLC.

Designed By: DWG

Checked By: HA

Eng. File: 219482

L_Pile: ver. 4

Customer: SOUTHERN COMPANY

Site: CANTONMENT, FL

Date: 9/29/2016 1:45:44 PM

Date: 9/30/16

Building Code: TIA Rev. G

L_Pile_I: ver. 3.1.2

FACTORED REACTIONS

| | DESIGN | OPERATIONAL |
|----------------|---------|-------------|
| Download, kips | 49.6 | 34.7 |
| OTM, ft-kips | 5,040.7 | 659.7 |
| Shear, kips | 44.3 ✓ | 5.8 |

LPILE INPUT PARAMETERS

| Depth(ft) | Soil Type | K(pci) | γ (pcf) | ϕ (deg) | C(ksf) | ϵ_{50} (in/in) | N | RQD |
|-----------|-----------|--------|----------------|--------------|--------|-------------------------|---|-----|
| 0.0-4.0 | Soft Clay | 5.0 | 80.0 | 0.0 | 0.100 | 0.035 | 1 | 0 |
| 4.0-13.5 | Clay | 200.0 | 60.0 | 0.0 | 3.000 | 0.005 | | 0 |
| 13.5-23.5 | Clay | 200.0 | 60.0 | 0.0 | 1.380 | 0.008 | | 0 |
| 23.5-45.0 | Clay | 50.0 | 60.0 | 0.0 | 0.300 | 0.020 | | 0 |

Reaction Modification Factor = 1.33 ✓

Pier Diameter = 7' - 6", Shaft ID = 0' - 0", Pier Depth = 45' - 0" and Ground Slope = 0 Deg. ✓

SUMMARY OF LPILE RESULTS

(See Attached Graphs)

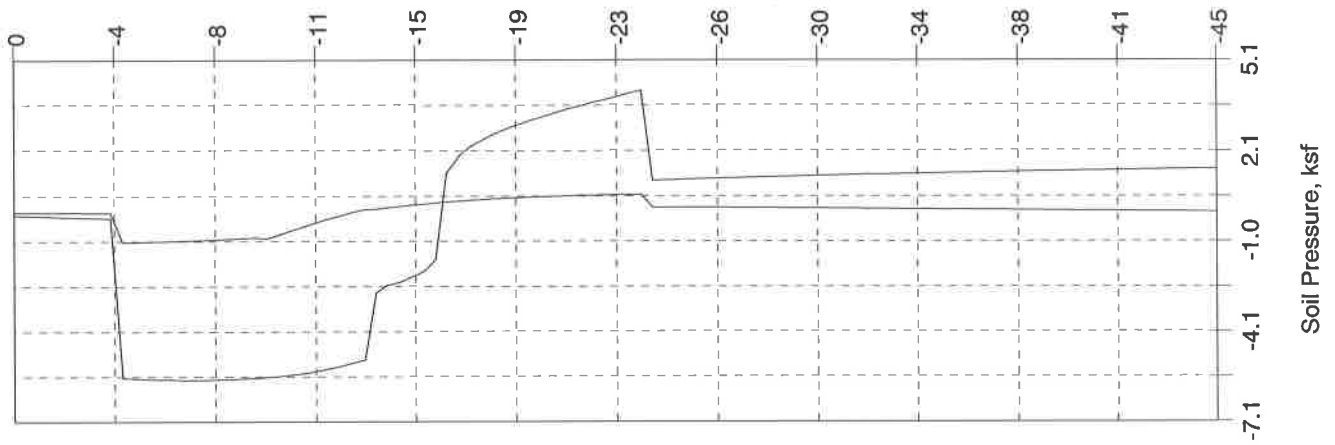
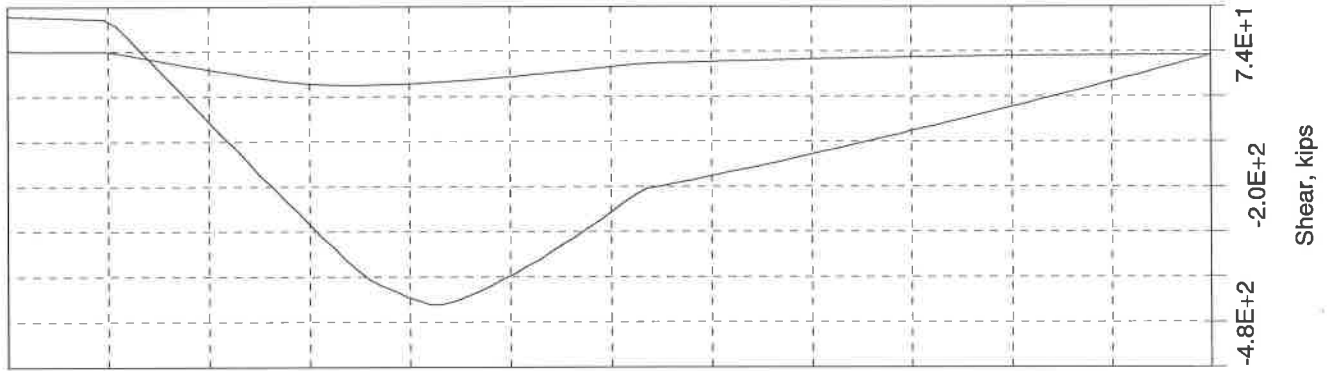
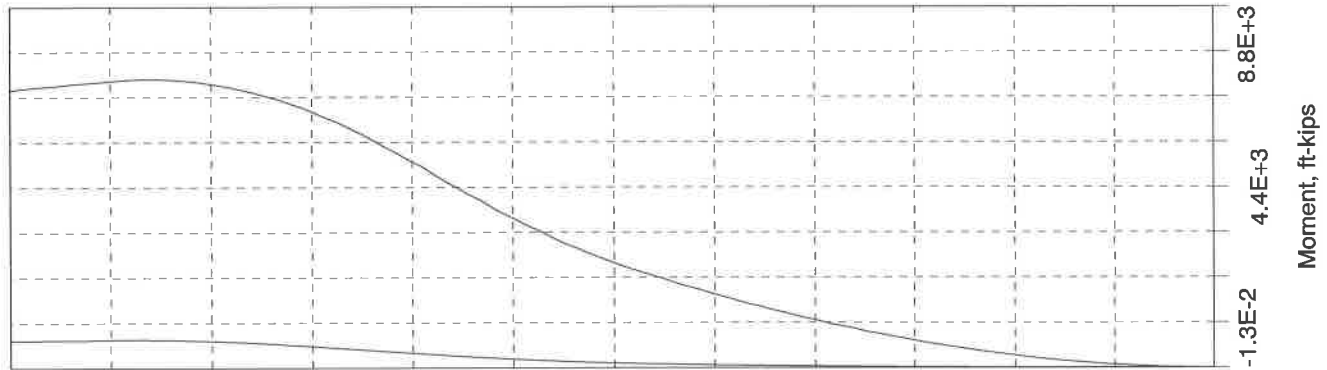
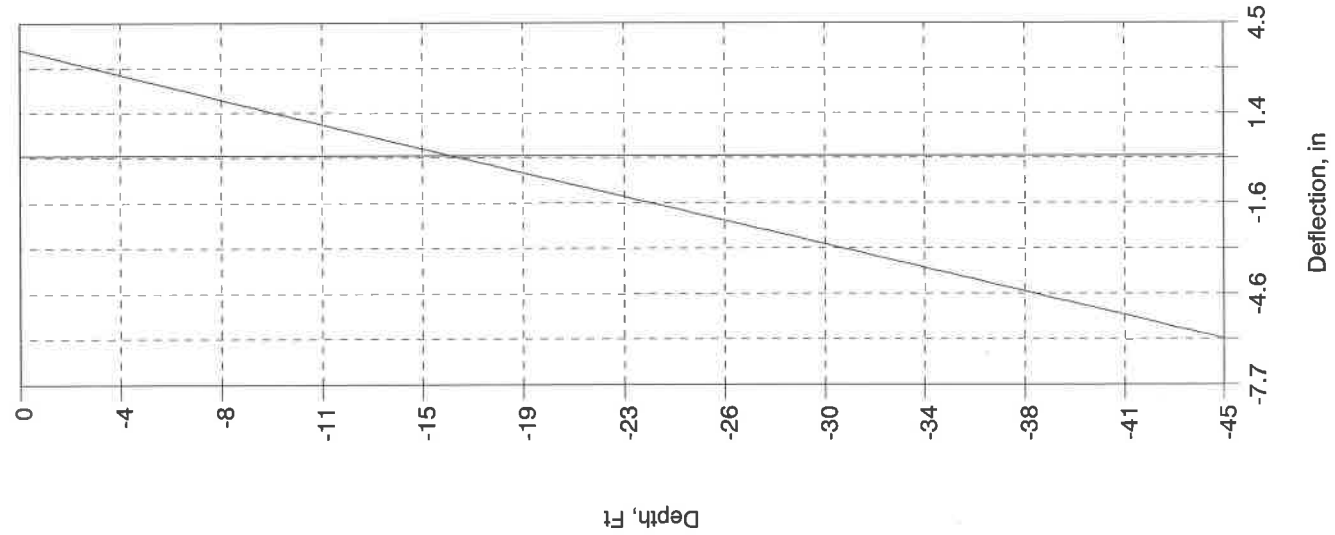
| | DESIGN | OPERATIONAL |
|----------------------------|---------|-------------|
| Deflection at Top, in. | 4.61 | 0.01 ✓ |
| Moment, ft-kips | 5,256.3 | 685.8 |
| Shear, kips | 285.8 | 45.8 |
| Lateral Soil Pressure, ksf | 4.27 | 1.03 ✓ |

SHAFT SUMMARY

- 1) Use 7' - 6" diameter and 45' - 0" deep drilled pier with 0' - 6" projection.
- 2) Use (34) #9 bars in 6' - 6" Dia. cage with #4 ties at 6" centers in top 8 feet and at 12" centers in rest of pier.
- 3) Concrete Volume = 74.5 Cu. Yds.

(See attached Shaft Reinforcing Program results for reinforcement calculations)

219482
DWG



SHAFT REINFORCING PROGRAM VER. 2006.1

=====

DESIGNED BY: DWG
ENG. FILE NO.: 219482
DATE: 9/29/2016 1:45:44 PM
CUSTOMER: SOUTHERN COMPANY

INPUT DATA

=====

C = 49.60 Kips ✓ Vc = 285.75 Kips Mc = 5,399.13 Ft-K
T = .00 Kips Vt = .00 Kips Mt = .00 Ft-K
Fy = 60.00 Ksi Fyt = 60.00 Ksi L.F. = 1.00
H = 90.00 In. ✓ Ds = 78.00 In. F'c = 4.50 Ksi ✓
U = 1.00 Irs = Round

*** SHAFT CROSS SECTION IS ROUND ***

SUMMARY OF ANALYSIS

=====

Minimum area of steel req'd. = 33.54 sq.in. ✓ (Rhomin = .0053)
Maximum steel area limit = 508.94 sq.in. (Rhomax = .0800)

CIRCULAR TIE DATA

=====

$V_u < .85 * V_c / 2$, shear reinforcement is not required



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2017-ASO-1130-OE

Issued Date: 03/08/2017

Edward L. Murray
 SouthernLINC Wireless
 4601 Southlake Parkway
 Suite 150
 Hoover, AL 35244

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Cantonment - F8112
 Location: Cantonment, FL
 Latitude: 30-35-49.70N NAD 83
 Longitude: 87-19-36.90W
 Heights: 143 feet site elevation (SE)
 185 feet above ground level (AGL)
 328 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 09/08/2018 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6462. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-1130-OE.

Signature Control No: 319899481-324713486

(DNE)

Michael Blaich
Specialist

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2017-ASO-1130-OE

| LOW FREQUENCY | HIGH FREQUENCY | FREQUENCY UNIT | ERP | ERP UNIT |
|--------------------------|---------------------------|---------------------------|------------|---------------------|
| 851 | 866 | MHz | 500 | W |



Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department



To: Gulf Power

Attn: Brandon Skipper

From: Michael Moring

Date: March 8, 2017

Subject: Proposed Telecommunications Tower

Escambia County Emergency Communications has no objections to the construction of the proposed Communications Tower in the Cantonment area provided the following are met:

- Public Safety communications is not affected
- Proper permitting and environmental impact studies are properly completed
- Cantonment community is not adversely affected
- Site location is approved through proper county channels

Please contact this office if you have any questions.

Regards,

Mike

Michael Moring
Emergency Communications Chief
Escambia County Public Safety
6575 North "W" Street
Pensacola, FL 32505
850.471.6315
850.393.2025 Cell
850.471.6322 Fax
mtmoring@myescambia.com

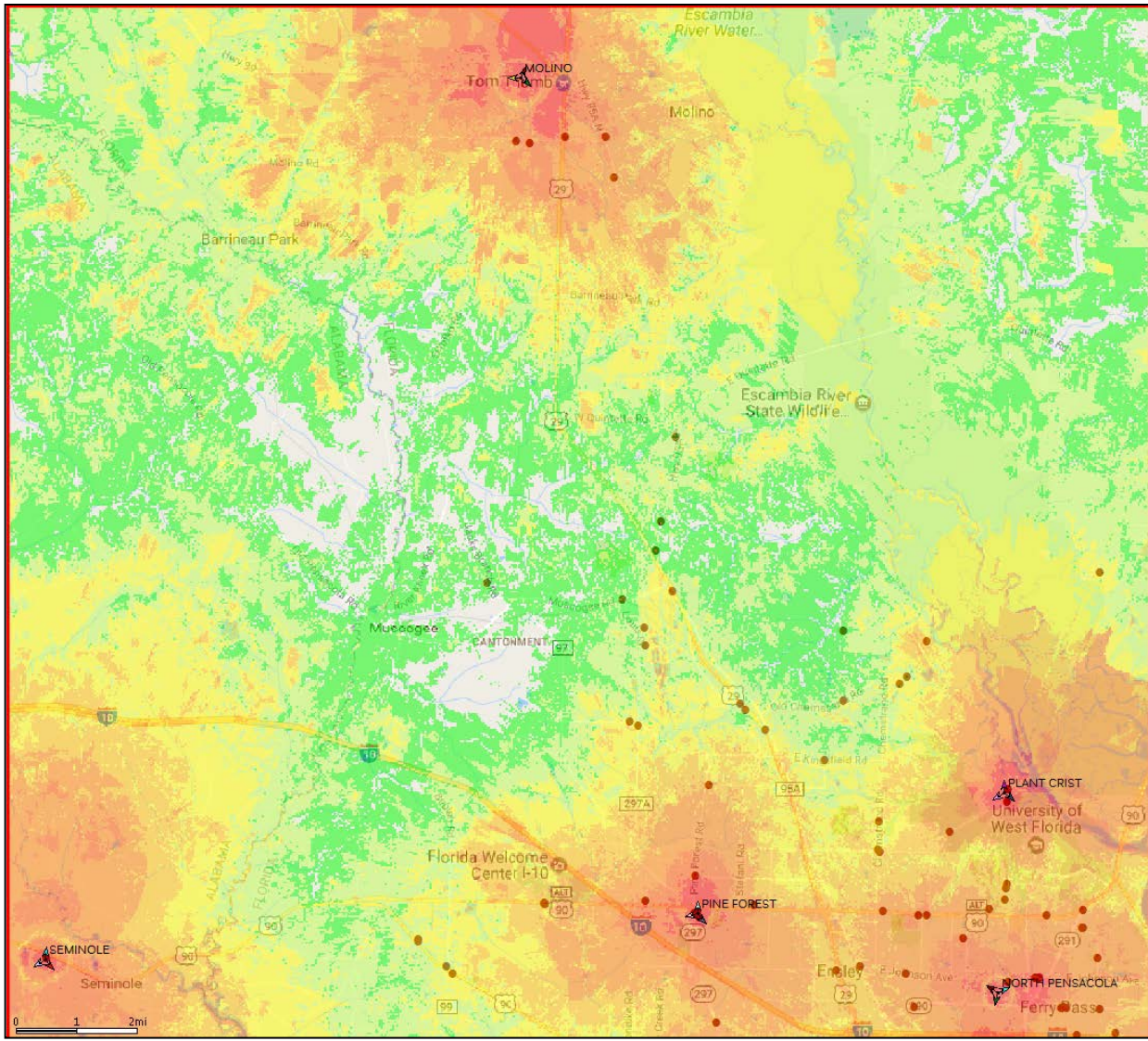


Cantonment Coverage Plots



A Southern Company

RSRP (Signal Strength) Coverage without the Cantonment Site



Legend [X]

RSRP (Signal Strength)

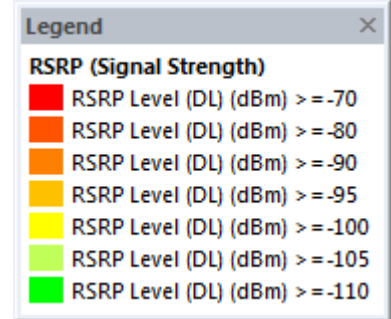
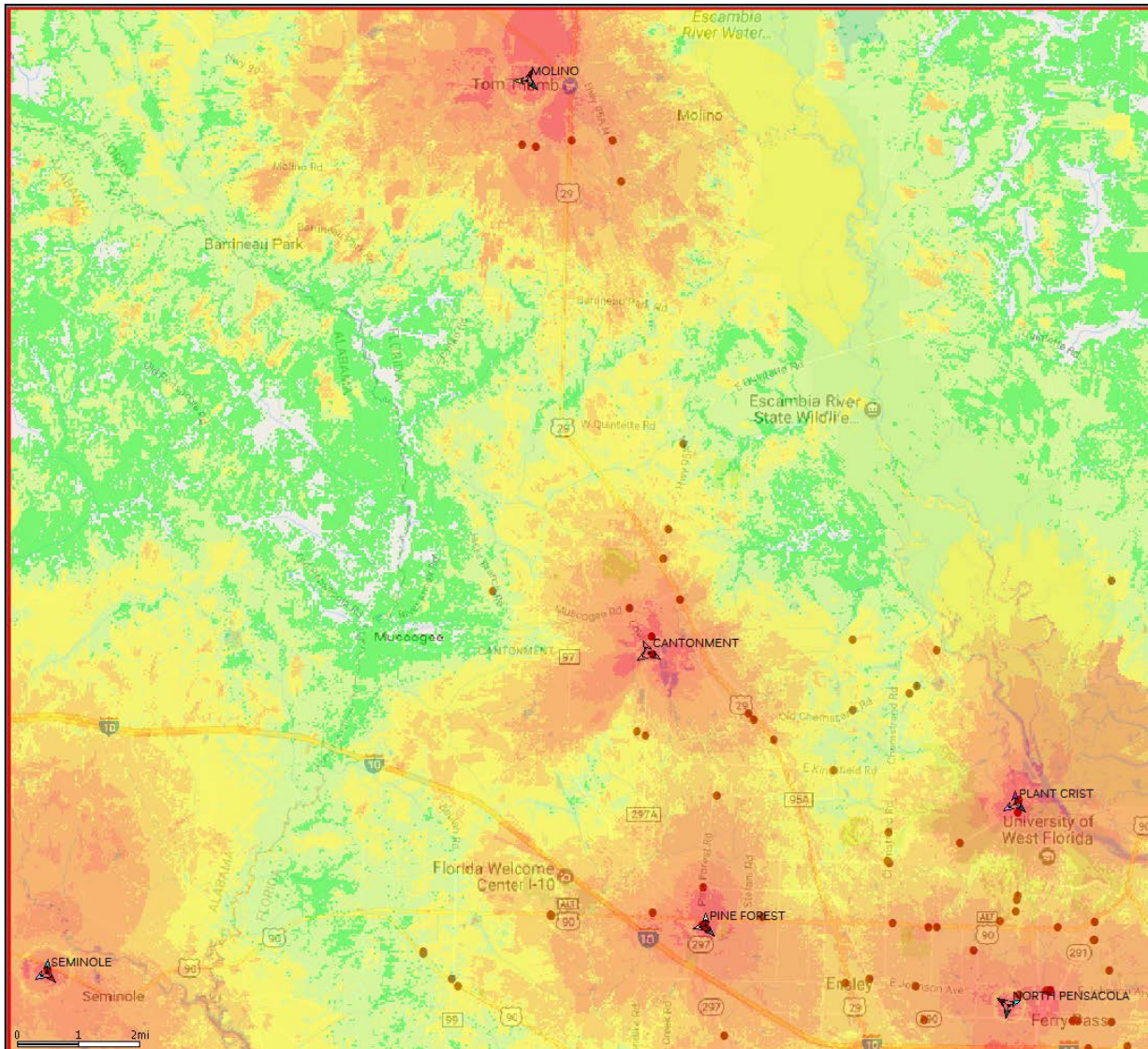
- Red: RSRP Level (DL) (dBm) >= -70
- Orange: RSRP Level (DL) (dBm) >= -80
- Yellow: RSRP Level (DL) (dBm) >= -90
- Light Green: RSRP Level (DL) (dBm) >= -95
- Medium Green: RSRP Level (DL) (dBm) >= -105
- Dark Green: RSRP Level (DL) (dBm) >= -110

-90dbm or higher signal strength value is required for In-building coverage

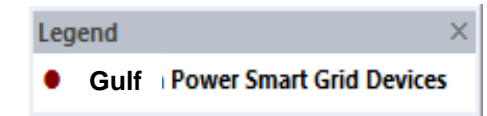
Legend [X]

- Red dot: Gulf Power Smart Grid Devices

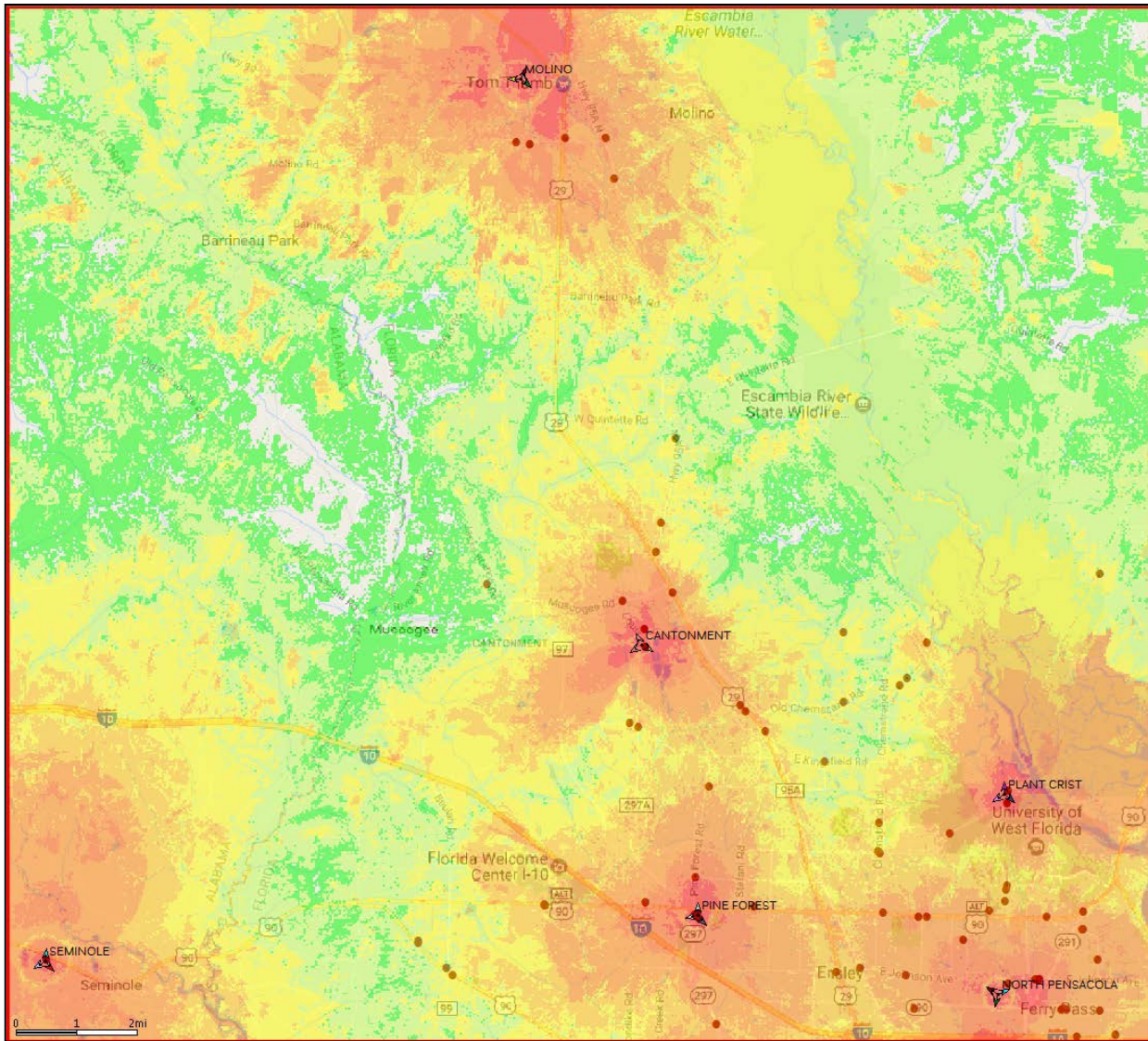
RSRP (Signal Strength) Coverage with the Cantonment Site (RC=174')



-90dbm or higher signal strength value is required for In-building coverage



RSRP (Signal Strength) Coverage with Cantonment Site (RC=144')



Legend

RSRP (Signal Strength)

- RSRP Level (DL) (dBm) >= -70
- RSRP Level (DL) (dBm) >= -80
- RSRP Level (DL) (dBm) >= -90
- RSRP Level (DL) (dBm) >= -95
- RSRP Level (DL) (dBm) >= -105
- RSRP Level (DL) (dBm) >= -110

-90dbm or higher signal strength value is required for In-building coverage

Legend

- Gulf Power Smart Grid Devices

Coverage KPIs RC = 144' versus RC = 174'

| RC=144' | | RC=174' | | Coverage Delta |
|--|----------------------------|--|----------------------------|----------------------------|
| Legend | Surface (mi ²) | Legend | Surface (mi ²) | Surface (mi ²) |
| RSRP Level (DL) (dBm) >=-70 | 4.186 | RSRP Level (DL) (dBm) >=-70 | 4.208 | 0.022 |
| RSRP Level (DL) (dBm) >=-80 | 19.985 | RSRP Level (DL) (dBm) >=-80 | 20.301 | 0.316 |
| RSRP Level (DL) (dBm) >=-90 | 64.468 | RSRP Level (DL) (dBm) >=-90 | 65.704 | 1.236 |
| RSRP Level (DL) (dBm) >=-95 | 104.625 | RSRP Level (DL) (dBm) >=-95 | 107.466 | 2.841 |
| RSRP Level (DL) (dBm) >=-100 | 171.276 | RSRP Level (DL) (dBm) >=-100 | 176.02 | 4.744 |
| RSRP Level (DL) (dBm) >=-105 | 256.464 | RSRP Level (DL) (dBm) >=-105 | 259.516 | 3.052 |
| RSRP Level (DL) (dBm) >=-110 | 305.748 | RSRP Level (DL) (dBm) >=-110 | 308.087 | 2.339 |

- 1.236 square miles of in-building coverage(RSRP >= -90) is lost when reducing the radiation center to 144'.
- 2.339 square miles of overall coverage(RSRP >= -110) is lost when reducing the radiation center to 144'.

- There are no towers within .5 miles of the proposed location.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

14 N. Palatka St.

KNOW ALL MEN BY THESE PRESENTS, That St. Regis Paper Company, a corporation organized and existing under the laws of the State of New York, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and of other good and valuable consideration, the receipt whereof is hereby acknowledged, has bargained and sold and does hereby bargain, sell, convey and grant unto Gulf Power Company, a corporation organized and existing under the laws of the State of Maine, its successors and assigns, forever, the following described real estate situate, lying and being in the County of Escambia, State of Florida, to-wit:

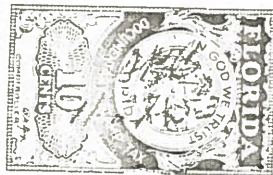
A parcel of land in the northwest quarter (NW $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of Section fifteen (15) Township one (1) north, Range thirty-one (31) west, containing approximately six and twenty-five one-hundredths (6.25) acres and being more particularly described as follows: From the southwest corner of the northwest quarter (NW $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of said Section fifteen (15) run easterly at an angle of 90 degrees from the west line of said Section fifteen (15) a distance of thirty-three feet (33') to point of beginning, thence continue on same course a distance of seven hundred twenty-six and nine-tenths feet (726.9') to a point; thence run at an angle of 103 degrees 07 minutes to the left a distance of four hundred ten and eighty-five one-hundredths feet (410.85') to a point; thence run at an angle 70 degrees 53 minutes to the left a distance of six hundred thirty-three and seven-tenths feet (633.7') to a point; thence run at an angle of 90 degrees to the left a distance of four hundred feet (400') to point of beginning.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the Gulf Power Company, its successors and assigns, in fee simple forever, provided however, if Gulf Power Company, its successors and assigns shall cease to use said land for a period of two consecutive years for a substation or for an installation in connection with the production or transmission of electrical power, then the title hereby conveyed shall revert to and be vested in St. Regis Paper

Company, its successors and assigns. And said St. Regis Paper Company, for itself, its successors and assigns, covenants with Gulf Power Company, its successors and assigns: That St. Regis Paper Company has not done or suffered anything to be done where- by said premises have become encumbered in anywise whatsoever.

IN WITNESS WHEREOF St. Regis Paper Company has executed this instrument by causing its name to be signed hereto by Wm. R. Adams , its Vice President, and attested by W. J. Dixon , its _____ Secretary, and its corporate seal to be affixed hereto on this the 15 day of October , A. D., 1953.



ST. REGIS PAPER COMPANY

By *Wm. R. Adams*
Vice President

ATTEST:

W. J. Dixon
Secretary

Signed, sealed and delivered in the presence of:

Nancy Hallahan
Elizabeth Leason



STATE OF New York

COUNTY OF New York

Before the subscriber duly commissioned, qualified and acting as Notary Public in and for said State and County, personally appeared Wm. R. Adams , known to me to be the individual described by said name, in and who executed the foregoing instrument and to be the Vice President of St. Regis Paper Company, a corporation, and acknowledged and declared that he as such Vice President of said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

GIVEN under my hand and official seal this 15 day of October 1953.

My commission expires:

JAMES J. SHEEHY
Notary Public, State of New York
No. 30-362650
Qualified in New York County
Certificate filed in New York County Clerk and Register's Office
New York County Clerk and Register
Term Expires March 30, 1954
James J. Sheehy
Notary Public



ESCAMBIA COUNTY, FLORIDA
TOWNSHIP 1 NORTH - RANGE 31 WEST



STA. 1536+66.5 T.L. SURVEY

2.3 KV POWER
LINE - PROPERTY
OF ST REGIS
PAPER CO.

20' GRADED ROAD
6"X6"
CON. MON.

6.25 ACRES

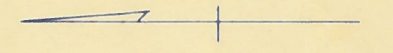
633.7

410.85

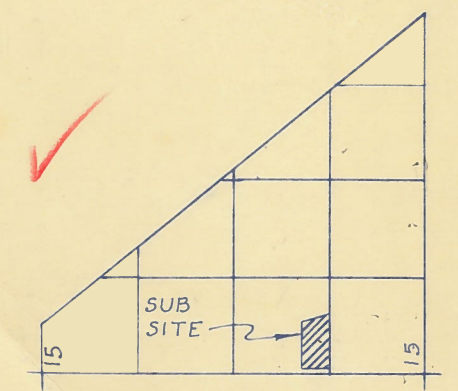
6"X6"
CON. MON.

PC SURVEY FLOMATON-PENSACOLA
115 KV T.L.

STA. 1540+27.35 T.L. SURVEY



T1N-R31W



LOCATION MAP
SCALE: 1" = 1/2 MILE

NW COR. OF
NW 1/4 OF SW 1/4
OF SEC. 15
3/4" IRON PIPE

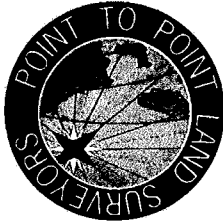
90°-00'
6"X6"
CON. MON.

90°-00'
6"X6"
CON. MON.

SW COR. OF
NW 1/4 OF SW 1/4
OF SEC. 15
3/4" IRON PIPE

WEST LINE SEC. 15 & 66' PUBLIC ROAD

| | |
|--|--|
| GULF POWER COMPANY | |
| SUBJECT <u>CANTONMENT 115/12 KV SUBSTATION</u> | |
| DETAIL <u>PROPERTY MAP</u> | |
| DRAWN BY <u>H.S.P.</u> | DATE <u>8-28-53</u> REVISED _____ DATE _____ |
| TRACED BY _____ | DATE _____ REVISED _____ DATE _____ |
| CHECKED BY _____ | DATE _____ REVISED _____ DATE _____ |
| APPROVED _____ | DATE _____ |
| SCALE <u>1"=100'</u> | |
| SUPERSEDES _____ | |
| SHEET <u>1</u> OF <u>1</u> SHEETS | B-2149 |



POINT TO POINT LAND SURVEYORS, INC.
1010 Pennsylvania Avenue
McDonough, GA 30253
(p) 678.565.4440 (f) 678.565.4497
info@pointtopointsurvey.com
www.P2PLS.com

FAA 1-A SURVEY CERTIFICATION

Applicant: **SouthernLinc Wireless**
Attn: Edward L. Murray
4601 Southlake Parkway Bin SP-0800
Hoover, AL 35244

Site Name: "CANTONMENT"
Site Number: F8112

Horizontal Datum Source:

Ground survey GPS survey

Vertical Datum Source:

NAVD 88 NGVD 29 GPS survey

Structure Type:

New Tower Existing Tower Roof Top Water Tank Smokestack

CENTER OF PROPOSED LEASE AREA:

Latitude: 30°35'49.70" NAD 83
Longitude: -87°19'36.90" NAD 83
Ground Elevation: 142.8 feet AMSL NAVD 88

CERTIFICATION: I certify that the latitude 30°35'49.70" and the longitude of -87°19'36.90" are accurate to within +/- 20 feet horizontally, and that the site elevation of 142.8 feet AMSL is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are based on the North American Datum of 1983 (NAD 83) and are expressed in degrees, minutes and seconds to the nearest hundredth of a second. The vertical datum (heights) are based on the North American Vertical Datum of 1988 (NAVD 88) and are determined to the nearest tenth of a foot.

Surveyor Signature/Seal: _____

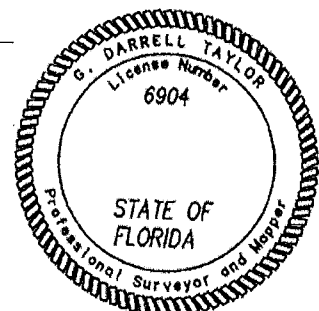
Printed Name: G. Darrell Taylor

Professional Surveyor #: 6904

Company: Point to Point Land Surveyors, Inc.

Phone: 678-565-4440

Date: January 25, 2017



PROPOSED 20' INGRESS-EGRESS & UTILITY ACCESS
SOUTHERNLINC WIRELESS
"CANTONMENT"
SITE NO. F8112

Together with a proposed 20-foot wide ingress-egress and utility access, lying and being in Section 15, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a right-of-way boundary marker found in the Southeast corner of lands owned by Gulf Power Company, thence running North $08^{\circ}54'09''$ West, 410.85 feet to a point; thence, North $85^{\circ}47'09''$ West, 616.70 feet to a point on the easterly right-of-way of Highway 297A (having a 100-foot right-of-way); thence running along said right-of-way, South $04^{\circ}12'51''$ West, 31.20 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way line and running, South $86^{\circ}46'26''$ East, 294.65 feet to a point; Thence, South $04^{\circ}20'01''$ West, 36.63 feet to the ENDING at a point.

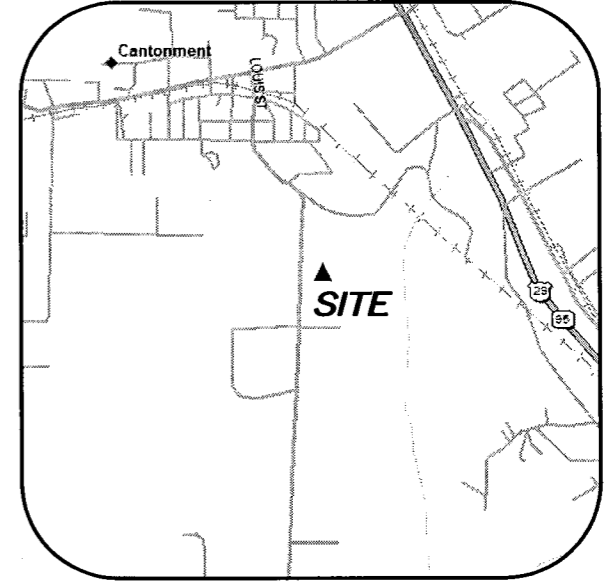
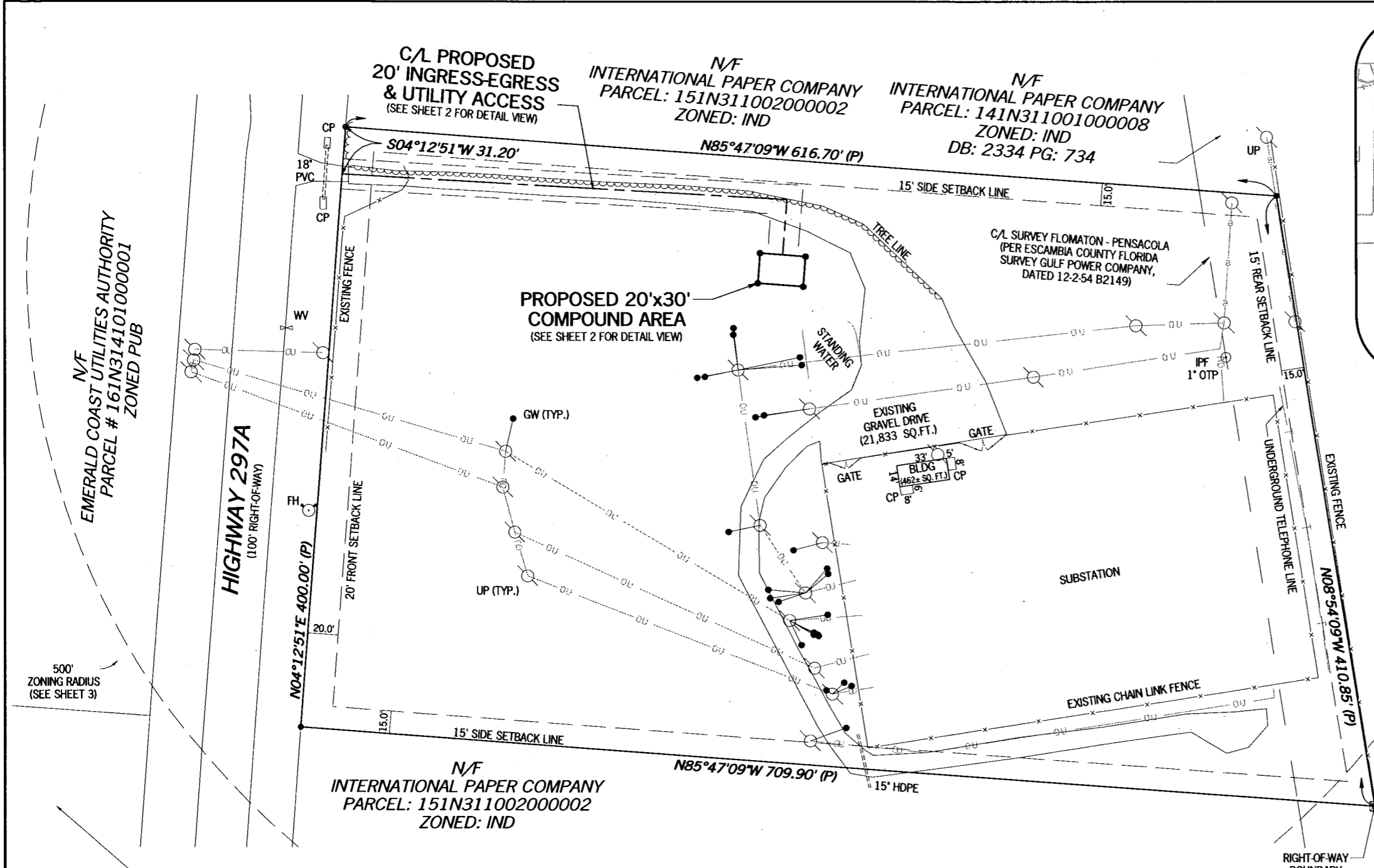
As shown in a survey prepared for SouthernLINC Wireless by Point To Point Land Surveyors, Inc. dated April 27, 2016 and last revised January 25, 2017.

PROPOSED 20'x30'
COMPOUND AREA
SOUTHERNLINC WIRELESS
"CANTONMENT"
SITE NO. F8112

All that tract or parcel of land, lying and being in Section 15, Escambia County, Florida, and being more particularly described as follows:

To find the point of beginning, commence at a right-of-way boundary marker found in the Southeast corner of lands owned by Gulf Power Company, thence running North 08°54'09" West, 410.85 feet to a point; thence, North 85°47'09" West, 616.70 feet to a point on the easterly right-of-way of Highway 297A (having a 100-foot right-of-way); thence running along said right-of-way, South 04°12'51" West, 31.20 feet to a point; thence leaving said right-of-way line and running, South 86°46'26" East, 294.65 feet to a point; thence, South 04°20'01" West, 36.63 feet to a point; thence, South 85°39'59" East, 15.00 feet to a point and the true POINT OF BEGINNING; Thence, South 04°20'01" West, 20.00 feet to a point; Thence, North 85°39'59" West, 30.00 feet to a point; Thence, North 04°20'01" East, 20.00 feet to a point; Thence, South 85°39'59" East, 30.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.0138 acres (600 square feet), more or less, as shown in a survey prepared for SouthernLINC Wireless by Point To Point Land Surveyors, Inc. dated April 27, 2016 and last revised January 25, 2017.



GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF SOUTHERNLINC AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

THE FIELD DATA UPON WHICH THIS SPECIFIC PURPOSE SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 20 (DATE OF LAST FIELD VISIT: APRIL 19, 2016)

THE 2' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID 12B) AND HAVE A VERTICAL ACCURACY OF ± 1". CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FL NORTH ZONE.

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 12033C0280G DATED SEPTEMBER 29, 2006.

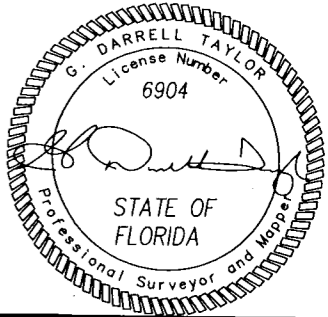
NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.

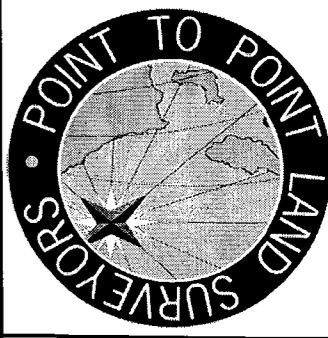


| NO. | DATE | REVISION |
|-----|----------|----------------------|
| 2 | 7-20-16 | REVISE COMPOUND -EAL |
| 3 | 01-06-17 | MOVED COMPOUND -EAL |
| 4 | 01-17-17 | CLIENT COMMENTS -EAL |
| 5 | 01-25-17 | MOVED COMPOUND -NRW |

SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS

1010 Pennsylvania Avenue
 McDonough, GA 30253
 (p) 678.565.4440 (f) 678.565.4497
 (w) pointpointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:

SouthernLINC
 Wireless
 A Southern Company

"CANTONMENT"

SITE NO. F8112

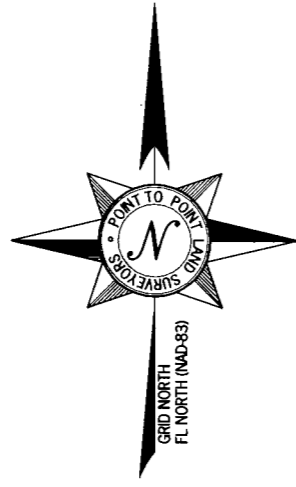
SECTION 15
 CITY OF CANTONMENT,
 ESCAMBIA COUNTY, FLORIDA

DRAWN BY: DRC
 CHECKED BY: JKL
 APPROVED: C. INER
 DATE: APRIL 27, 2016
 P2P JOB #: G160215

SHEET: **1**
 OF 3

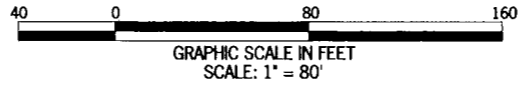
- LEGEND**
- POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - IPS IRON PIN SET
 - IPF IRON PIN FOUND
 - CMF CONCRETE MONUMENT FOUND
 - UP UTILITY POLE
 - LP LIGHT POLE
 - FP FLAG POLE
 - SSMH SANITARY SEWER MANHOLE
 - SDMH STORM DRAIN MANHOLE
 - INVERT
 - FH FIRE HYDRANT
 - EP EDGE OF PAVEMENT
 - TC TOP OF CURB
 - BC BACK OF CURB
 - TW TOP OF WALL
 - BW BOTTOM OF WALL
 - OU OVERHEAD UTILITY
 - UE UNDERGROUND UTILITY
 - CMP CORRUGATED METAL PIPE
 - RCP REINFORCED CONCRETE PIPE
 - PVC POLYVINYL CHLORIDE PIPE
 - GW GUY WIRE ANCHOR
 - TR TRANSFORMER
 - JB JUNCTION BOX
 - SWCB SINGLE WING CATCH BASIN
 - DWCB DOUBLE WING CATCH BASIN
 - CLF CHAIN LINK FENCE
 - WV WATER VALVE
 - WM WATER METER
 - CO SEWER CLEAN-OUT
 - GV GAS VALVE
 - N/F NOW OR FORMERLY
 - IB ICE BRIDGE
 - IBP ICE BRIDGE POLE
 - (P) AS SHOWN IN PLAT PROVIDED BY CANTONMENT SURVEY DEPT

N/F
HENRY THOMAS
 PARCEL # 161N31440100000
 ZONED LDR



SUBJECT PROPERTY

OWNER: GULF POWER COMPANY
 SITE ADDRESS: 600 HIGHWAY 297A, 32533
 PARCEL ID: 151N311002000001
 AREA: 6.00 ACRES (PER TAX ASSESSOR)
 ZONED: IND
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS



I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

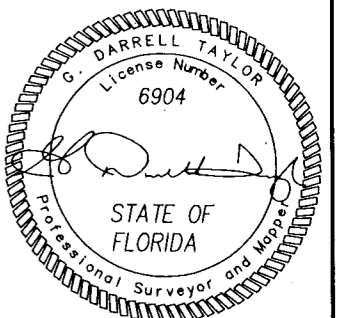
[Signature]
 G. DARRELL TAYLOR, FLORIDA REGISTERED LAND SURVEYOR #LS6904
 DATE: 01/25/2017

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION. NO TITLE REPORT PROVIDED.

SURVEY NOT VALID WITHOUT SHEET 2 & 3

SITE INFORMATION

PROPOSED COMPOUND AREA = 600 SQUARE FEET (0.0138 ACRES)
 LATITUDE = 30°35'49.70" (NAD 83)
 LONGITUDE = -87°19'36.90" (NAD 83)
 AT CENTER PROPOSED COMPOUND AREA
 ELEVATION AT CENTER OF PROPOSED COMPOUND AREA = 142.8' A.M.S.L.



| NO. | DATE | REVISION |
|-----|----------|----------------------|
| 2 | 7-20-16 | REVISE COMPOUND -EAL |
| 3 | 01-06-17 | MOVED COMPOUND -EAL |
| 4 | 01-17-17 | CLIENT COMMENTS -EAL |
| 5 | 01-25-17 | MOVED COMPOUND -NRV |

SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 1010 Pennsylvania Avenue
 McDonough, GA 30253
 (p) 678.565.4440 (f) 678.565.4497
 (w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:

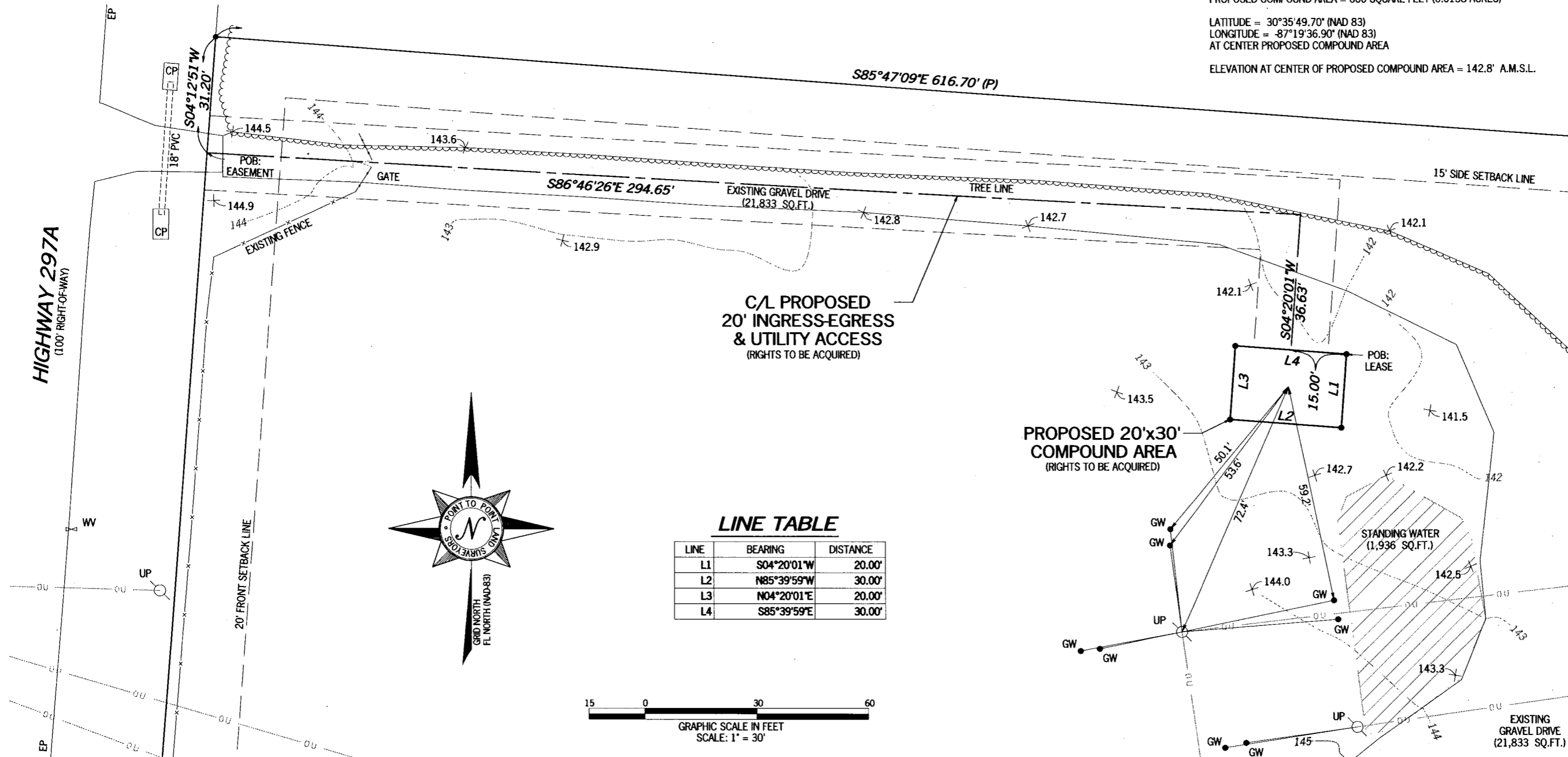


"CANTONMENT"

SITE NO. F8112
 SECTION 15
 CITY OF CANTONMENT,
 ESCAMBIA COUNTY, FLORIDA

DRAWN BY: DRC
 CHECKED BY: JKL
 APPROVED: C. INER
 DATE: APRIL 27, 2016
 P2P JOB #: G160215

SHEET:
2
 OF 3

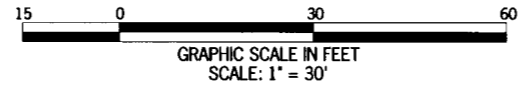


C/L PROPOSED 20' INGRESS-EGRESS & UTILITY ACCESS
 (RIGHTS TO BE ACQUIRED)

PROPOSED 20'x30' COMPOUND AREA
 (RIGHTS TO BE ACQUIRED)

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S04°20'01"W | 20.00' |
| L2 | N85°39'59"W | 30.00' |
| L3 | N04°20'01"E | 20.00' |
| L4 | S85°39'59"E | 30.00' |



- LEGEND**
- POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - IPS IRON PIN SET
 - IPF IRON PIN FOUND
 - CMF CONCRETE MONUMENT FOUND
 - UP UTILITY POLE
 - LP LIGHT POLE
 - FP FLAG POLE
 - SSWH SANITARY SEWER MANHOLE
 - SDWH STORM DRAIN MANHOLE
 - INV INVERT
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 - TC TOP OF CURB
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 - SWCB SINGLE WING CATCH BASIN
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 - CLF CHAIN LINK FENCE
 - WV WATER VALVE
 - WM WATER METER
 - CO SEWER CLEAN-OUT
 - GV GAS VALVE
 - N/F NOW OR FORMERLY
 - IB ICE BRIDGE
 - IBP ICE BRIDGE POLE

PROPOSED 20' INGRESS-EGRESS & UTILITY ACCESS

TOGETHER WITH A PROPOSED 20-FOOT WIDE INGRESS-EGRESS AND UTILITY ACCESS, LYING AND BEING IN SECTION 15, ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A RIGHT-OF-WAY BOUNDARY MARKER FOUND IN THE SOUTHEAST CORNER OF LANDS OWNED BY GULF POWER COMPANY, THENCE RUNNING NORTH 08°54'09" WEST, 410.85 FEET TO A POINT; THENCE, NORTH 85°47'09" WEST, 616.70 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 297A (HAVING A 100-FOOT RIGHT-OF-WAY); THENCE RUNNING ALONG SAID RIGHT-OF-WAY, SOUTH 04°12'51" WEST, 31.20 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 86°46'26" EAST, 294.65 FEET TO A POINT; THENCE, SOUTH 04°20'01" WEST, 36.63 FEET TO THE ENDING AT A POINT.

PROPOSED 20'x30' COMPOUND AREA

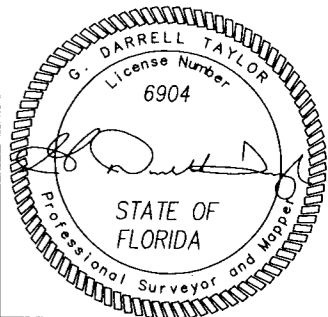
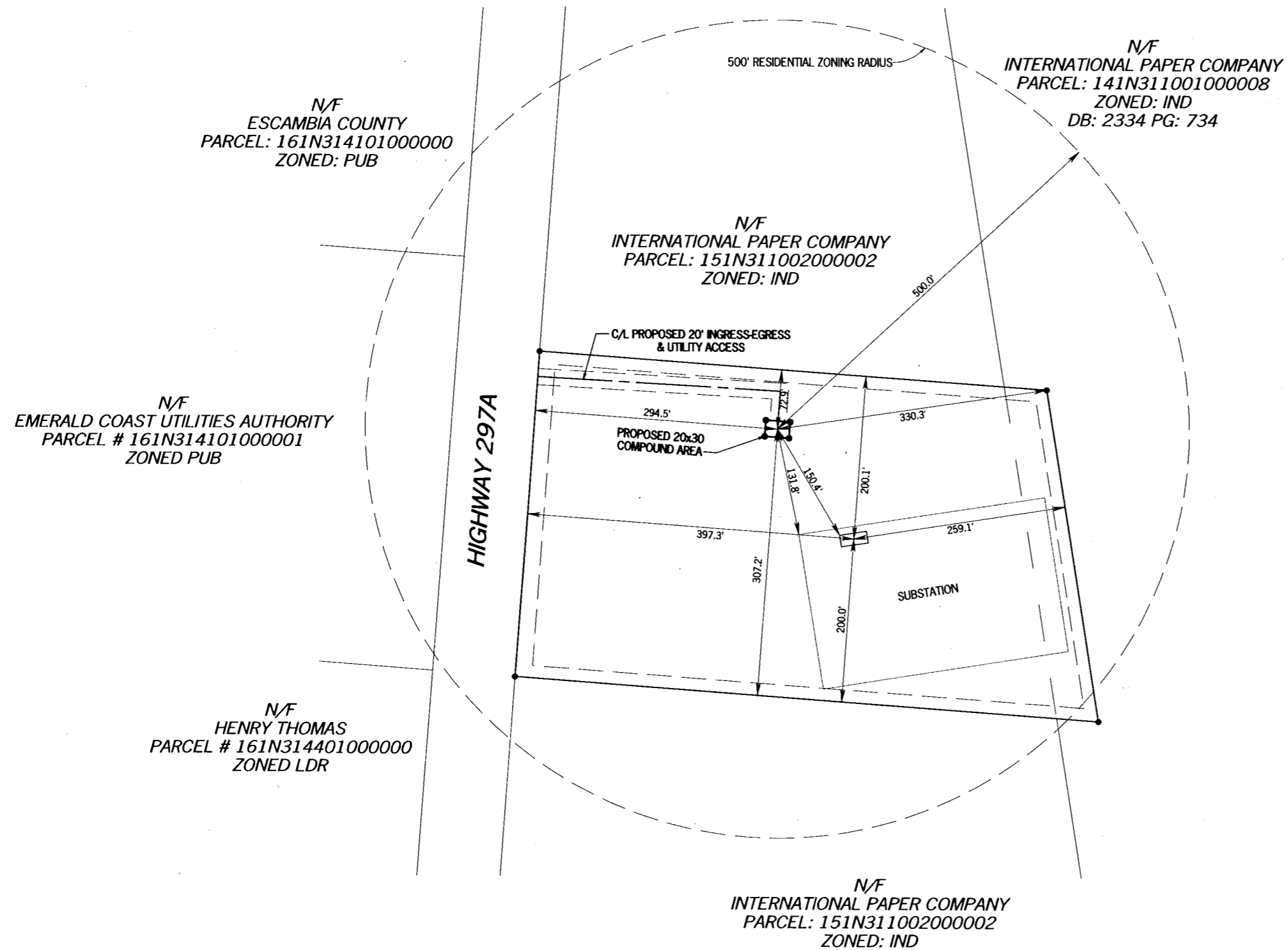
ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN SECTION 15, ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A RIGHT-OF-WAY BOUNDARY MARKER FOUND IN THE SOUTHEAST CORNER OF LANDS OWNED BY GULF POWER COMPANY, THENCE RUNNING NORTH 08°54'09" WEST, 410.85 FEET TO A POINT; THENCE, NORTH 85°47'09" WEST, 616.70 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 297A (HAVING A 100-FOOT RIGHT-OF-WAY); THENCE RUNNING ALONG SAID RIGHT-OF-WAY, SOUTH 04°12'51" WEST, 31.20 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 86°46'26" EAST, 294.65 FEET TO A POINT; THENCE, SOUTH 04°20'01" WEST, 36.63 FEET TO A POINT; THENCE, SOUTH 85°39'59" EAST, 15.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 04°20'01" WEST, 20.00 FEET TO A POINT; THENCE, NORTH 85°39'59" WEST, 30.00 FEET TO A POINT; THENCE, NORTH 04°20'01" EAST, 20.00 FEET TO A POINT; THENCE, SOUTH 85°39'59" EAST, 30.00 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0138 ACRES (600 SQUARE FEET), MORE OR LESS.

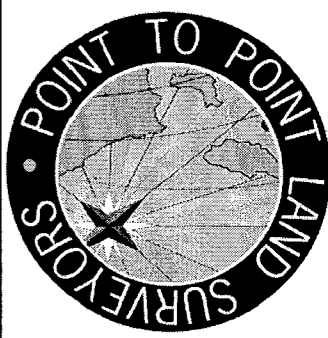
(SURVEY NOT VALID WITHOUT SHEET 1 & 3)

DIMENSION SHEET



| NO. | DATE | REVISION |
|-----|----------|----------------------|
| 2 | 7-20-16 | REVISE COMPOUND -EAL |
| 3 | 01-06-17 | MOVED COMPOUND -EAL |
| 4 | 01-17-17 | CLIENT COMMENTS -EAL |
| 5 | 01-25-17 | MOVED COMPOUND -NRW |

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 McDonough, GA 30253
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SPECIFIC PURPOSE SURVEY PREPARED FOR:

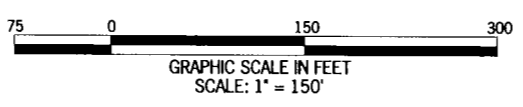


"CANTONMENT"

SITE NO. F8112
 SECTION 15
 CITY OF CANTONMENT,
 ESCAMBIA COUNTY, FLORIDA

DRAWN BY: DRC
 CHECKED BY: JKL
 APPROVED: C. INER
 DATE: APRIL 27, 2016
 P2P JOB #: G160215

SHEET:
3
 OF 3



SURVEY NOT VALID WITHOUT SHEETS 1 & 2

E:\pobox\Point To Point\p2p\Current Jobs\0166160215-Cantonment\G160215.dwg



**Development Services Department
Building Inspections Division**

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

RECEIPT

Receipt No. : **688901**

Date Issued. : 03/15/2017

Cashier ID : VHOWENS

Application No. : PBA170300009

Project Name : CU-2017-07

Address : 501 COMMENDENCIA ST
Pensacola, FL, 32502

PAYMENT INFO

| Method of Payment | Reference Document | Amount Paid | Comment |
|--------------------|--------------------|-------------------|-----------------------|
| Credit Card | M8889 | \$1,316.98 | App ID : PBA170300009 |
| | | \$1,316.98 | Total Credit Card |

Received From : GULF POWER CO

Total Receipt Amount : **\$1,316.98**

Change Due : \$0.00

APPLICATION INFO

| Application # | Invoice # | Invoice Amt | Balance | Job Address |
|---------------|-----------|-------------|---------|--------------------------------------|
| PBA170300009 | 782287 | 1,275.50 | \$0.00 | 600 HIGHWAY 297A , CANTONMENT, 32533 |
| PBA170300009 | 782288 | 41.48 | \$0.00 | 600 HIGHWAY 297A , CANTONMENT, 32533 |

| | | | |
|-----------------------|-----------------|--------|---|
| Total Amount : | 1,316.98 | \$0.00 | Balance Due on this/these Application(s) as of 3/15/2017 |
|-----------------------|-----------------|--------|---|



**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION**



OWNER: Southern Communications Services, Inc.

FCC Registration Number (FRN): 0021981790

| | | | |
|--|--|-------|--|
| ATTN: Kevin Robinson Southern Communications Services, Inc. 1790 Atkinson Road Suite D-100 Lawrenceville, GA 30043 | Antenna Structure Registration Number | | 1301937 |
| | Issue Date | | 04-10-2017 |
| Location of Antenna Structure 600 Highway 297A Cantonment, FL 32533 County: ESCAMBIA | Ground Elevation (AMSL) | | 43.5 meters |
| | Overall Height Above Ground (AGL) | | 56.4 meters |
| Latitude 30- 35- 49.7 N | Longitude 087- 19- 36,9 W | NAD83 | Overall Height Above Mean Sea Level (AMSL) 99.9 meters |
| Center of Array Coordinates N/A | | | Type of Structure MTOWER Monopole |
| FAA Chapters NONE | | | |

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

FCC 854R
June 2012

You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission's Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

- **Posting the Registration Number:** The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.4(g)-(h).
- **Inspecting lights and equipment:** The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.
- **Reporting outages and malfunctions:** When any top steady-burning light or a flashing light (in any position) burns out or malfunctions, the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.
- **Maintaining assigned painting:** The antenna structure must be repainted as often as necessary to maintain good visibility.
- **Complying with environmental rules:** If you certified that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).
- **Updating information:** The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or, within 30 days of dismantlement of the structure.

Copies of the Code of Federal Regulations (which contain the FCC's antenna structure registration rules, 47 C.F.R. Part 17) are available from the Government Printing Office (GPO). To purchase CFR volumes, call (202) 512-1800. For GPO Customer Service, call (202) 512-1803. For additional FCC information, consult the Antenna Homepage on the internet at <http://wireless.fcc.gov/antenna> or call (877) 480-3201 (TTY 717-338-2824).