

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
June 21, 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.
6. **Consideration of the following cases:**
 - A. **Case No.: V-2017-04**

Address: 41 Fort Pickens Road
Request: Variance for 118 Parking Spaces
Requested by: Sharon D Regan, Agent for Sunset Holding Company, Inc.,
Lease Holder
7. Discussion Items.
8. Old/New Business.
9. Announcement.

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

Board of Adjustment

6. A.

Meeting Date: 06/21/2017
CASE: V-2017-04
APPLICANT: Sharon D. Regan, Agent for Sunset Holding Company, Inc., Lease Holder
ADDRESS: 41 Fort Pickens Road, Pensacola Beach, FL 32561
PROPERTY REFERENCE NO.: 28-2S-26-2000-010-011
ZONING DISTRICT: Rec/R-PB, Recreation Retail
FUTURE LAND USE: REC, Recreation

SUBMISSION DATA:

REQUESTED VARIANCE:

Pensacola Beach Pier would like to construct 2 additional stories on the existing building footprint above the existing restaurant.

Per the Land Development Code (LDC), the required amount of parking for the additional 2 stories is 118 parking spaces, which requires a variance for 118 parking spaces. The current restaurant on the pier uses the existing Casino Beach parking lot.

Santa Rosa Island Authority Board (SRIA) gave final approval to construct an additional second and third floor to the existing concession building, subject to adhering to all applicable codes and regulations, and obtaining permitting from all appropriate agencies the request with a vote of 5-0 on November 9, 2016.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 3-1.2.d

All other restaurants, 1 per 2 seats (including outdoor) or 15 per 1000sq. ft.

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

This property is unique in its use and site layout. This is the only Gulf of Mexico pier in Escambia County and it is surrounded by SRIA property. Given the available public transportation and walking distance from major hotels, visitors to the the pier and the proposed use are not limited to those arriving through private vehicular traffic. This site is currently using Casino Beach parking lot to meet the current LDC parking requirements. The current site is completely built out and the only way to add parking for this site is to build a parking garage.

CRITERION (2)

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

FINDINGS-OF-FACT

The practical hardship unique to this site is 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 variance would not confer on the applicant special privilege that is denied by this LDC 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 LDC 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 hardship 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:

Given the unique hardships of the site, the requested variance would be consistent with general intent and purpose of the LDC. It also appears that the proposed variance would not be injurious to the area or otherwise detrimental to the public welfare.

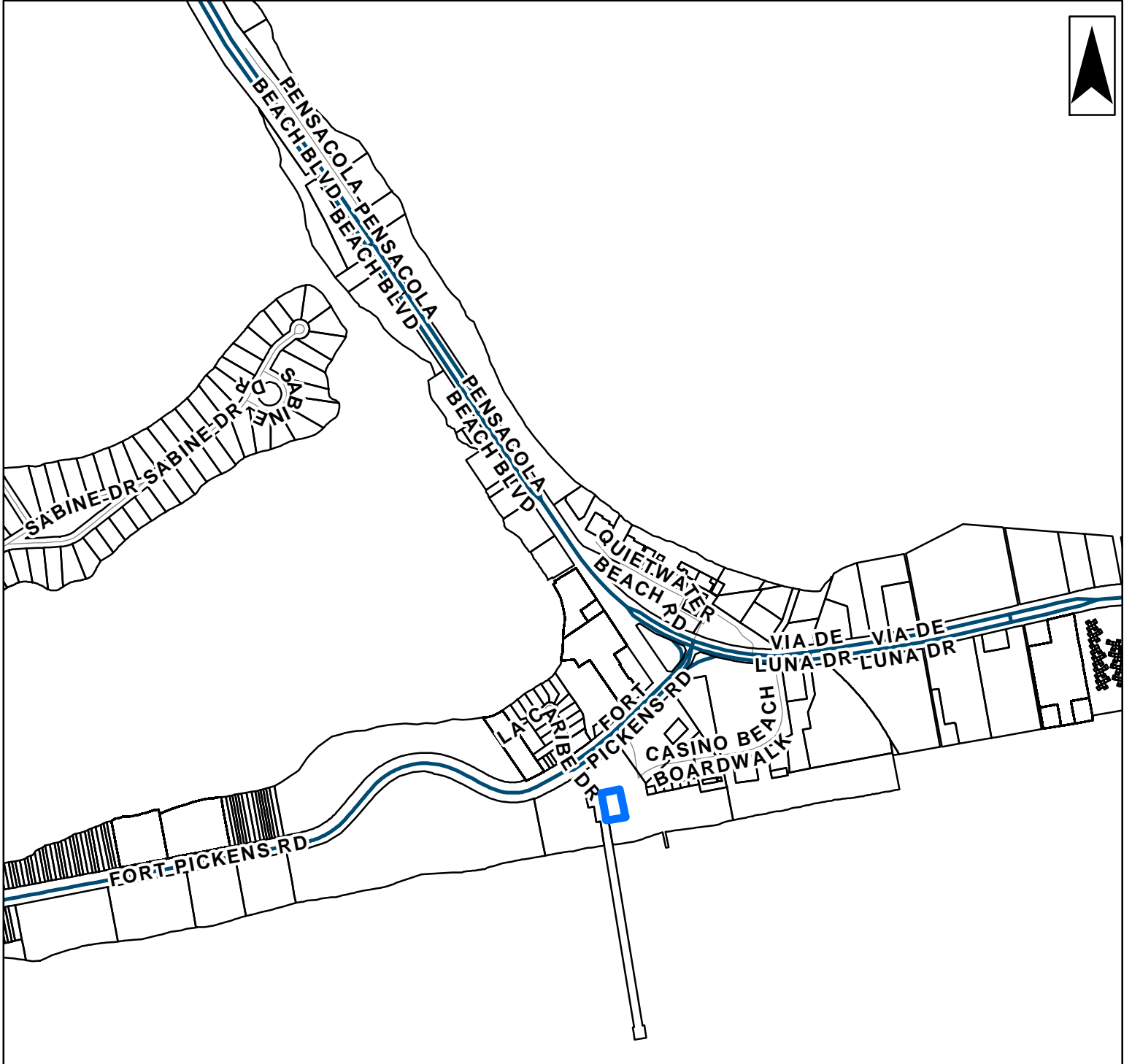

STAFF RECOMMENDATION

Staff recommends approval of the parking spaces variance.

Attachments

V-2017-04

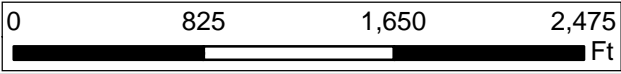
V-2017-04









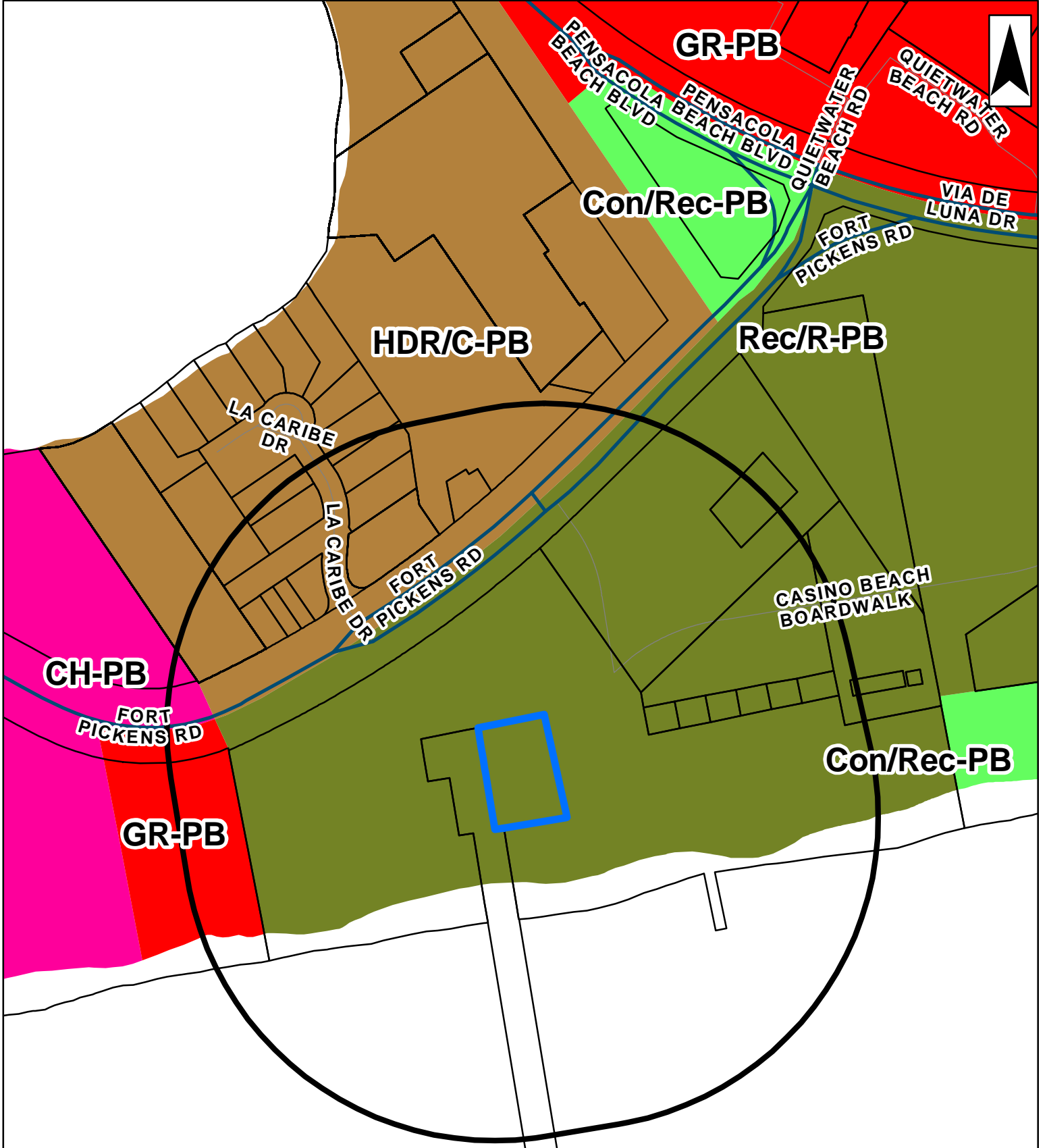
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

John Fisher
Planning and Zoning Dept.

V-2017-04 LOCATION MAP.



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



GR-PB

Con/Rec-PB

HDR/C-PB

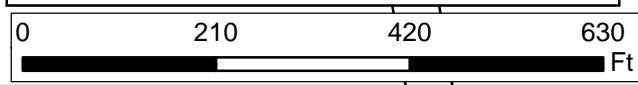
Rec/R-PB







CH-PB

GR-PB

Con/Rec-PB

V-2017-04 ZONING MAP.

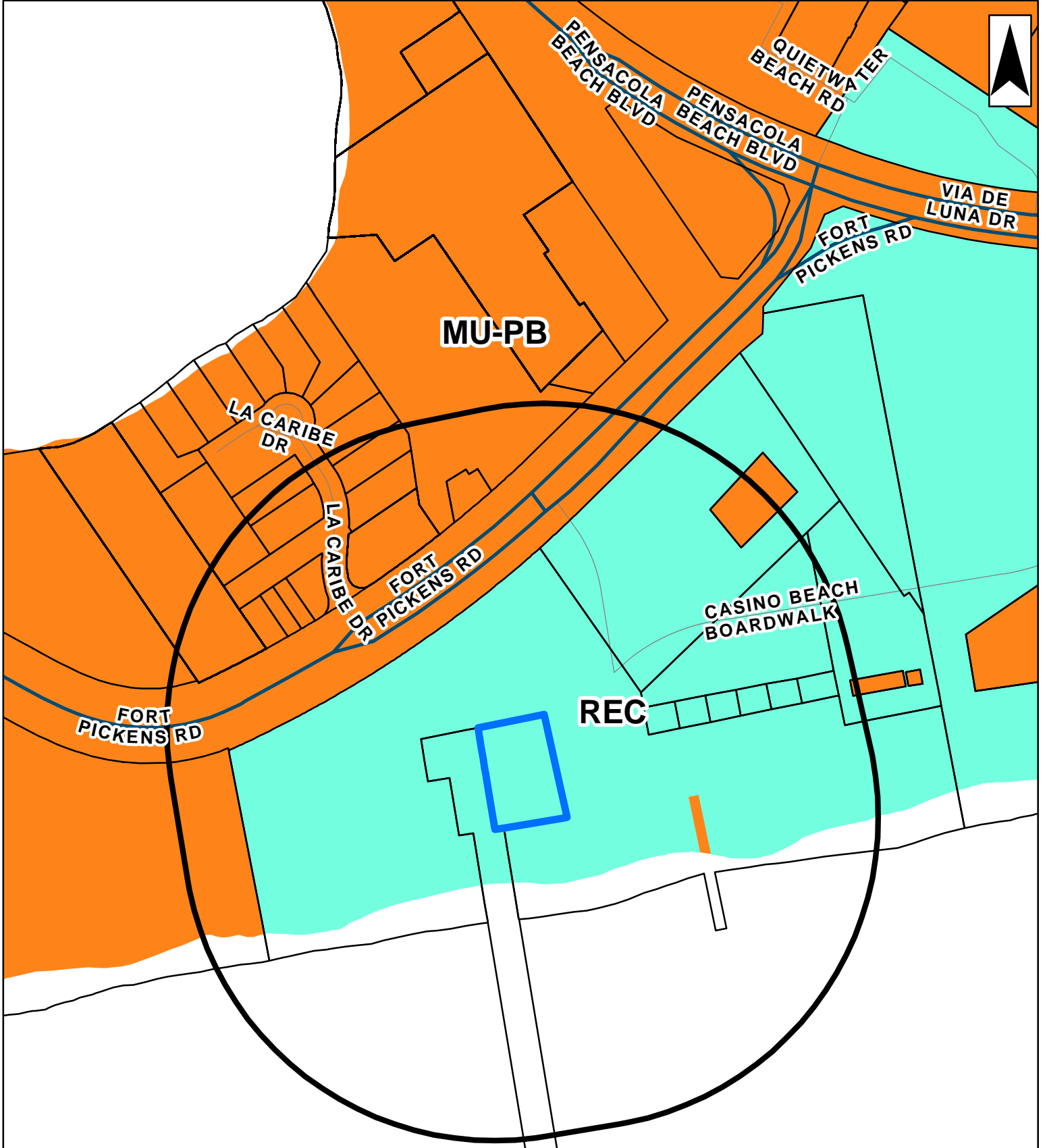


-  parcel_cama_Buffer39
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



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 Fisher
Planning and Zoning Dept.



MU-PB

REC

FORT PICKENS RD

LA CARIBE DR

LA CARIBE DR

FORT PICKENS RD

PENSACOLA BEACH BLVD

PENSACOLA BEACH BLVD

QUIETWATER BEACH RD

VIA DE LUNA DR

FORT PICKENS RD

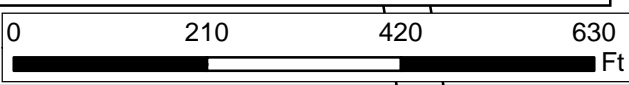
CASINO BEACH BOARDWALK









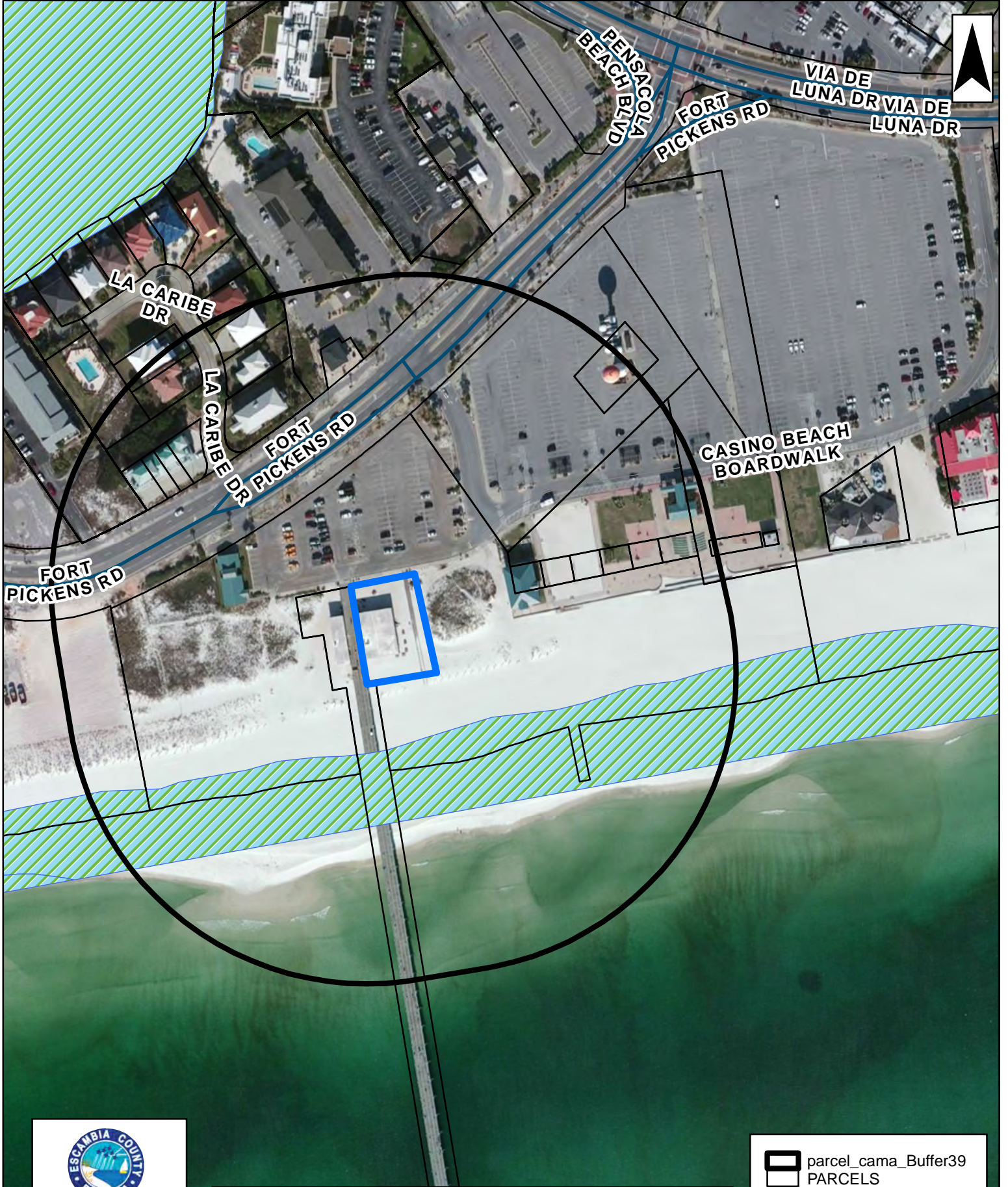
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John Fisher
Planning and Zoning Dept.

V-2017-04 FLU MAP.

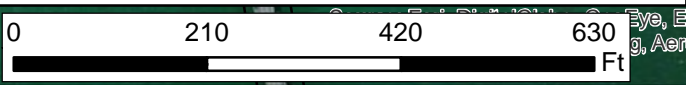









-  parcel_cama_Buffer39
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD




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John Fisher
Planning and Zoning Dept.

V-2017-04 AERIAL AND WETLANDS MAP.



-  parcel_cama_Buffer39
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  WETLANDS_2006

**NOTICE OF
PUBLIC HEARING
BOARD OF ADJUSTMENT**

TYPE OF REQUEST: Variance

CASE NO: V-2017-04

DATE: 06/21/17 **TIME:** 8:30 am

LOCATION OF HEARING

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

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM



**PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY**

Public Hearing Sign



**NOTICE OF
PUBLIC HEARING
BOARD OF ADJUSTMENT**

TYPE OF REQUEST: **Variance**

CASE NO: **V-2017-04**

DATE: **06/21/17** TIME: **8:30 am**

LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3083 WEST PARK PLACE
BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 984-3475 OR VISIT
WWW.MYESCAMBIA.COM


PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Public Hearing Sign Looking East



Looking at Subject Property



Looking West



Looking South



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: N/A

Variance Request for: Pensacola Beach Pier (East)

1. Contact Information:

A. **Property Owner/Applicant:** Sunset Holding Company, Inc., lease holder

Mailing Address: 41 Fort Pickens Road, Pensacola Beach, FL 32561

Business Phone: (850) 324-9160 Cell: (850) 324-9160

Email: mlpinzone @ yahoo or sharonregan @ hotmail.com

B. **Authorized Agent (if applicable):** Sharon D. Regan (attorney)

Mailing Address: P.O. Box 13404, Pensacola, FL 32591

Business Phone: (850) 439-1000 Cell: (850) 206-4931

Email: sharonregan @ hotmail.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: 41 Fort Pickens Rd, Pensacola Beach, FL 32561

Parcel ID (s): 28-2S-26-2000-01-0011

Applicant also operates the Pensacola Beach Pier adjacent, and the west side
of the Pensacola Beach Pier adjacent

B. Total acreage of the subject property: 0.4348

C. Existing Zoning: Rec/R-PB

FLU Category: Restaurant, Cafeteria

D. Is the subject property developed (if yes, explain): One Story Restaurant

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.

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.

The land is uniquely situated at the base of the Pensacola Beach Pier, a tourist attraction belonging to Escambia County, lying adjacent to a large Casino Beach parking area that was always intended to provide access for this land and other public attractions at Casino Beach. This land was carved out by the county/SRIA, who created the legal description to describe the building without on-site parking considerations due to the location of the common parking adjacent and surrounding it.

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

Applicant did not participate in creating the legal description in any way.

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.

Applicant does not seek a special privilege but the same privilege that other surrounding lands have to the common area parking lot at Casino Beach, part of which is already allocated to applicant. The development concept has remained unchanged since 2001, to provide food and restrooms for the public to enjoy the Pensacola Beach pier as a major tourist attraction and for the local community to enjoy.

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 surrounding lands commonly enjoy the use of the core parking area at Casino Beach since the area is highly pedestrian and served by a trolley. The only way the land can be developed is by acknowledging the adjacent public parking as originally intended.

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

The variance requested is what is necessary and no more.

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 purpose is to ensure the public users of the pier will have amenities and restrooms so they will have a place to sit, eat, and rest. This is consistent with the original concept for the Pensacola Beach Pier that is intended to enhance public access, public use, and enjoyment to benefit 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.*

N/A

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.

N/A

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.

N/A

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.

N/A

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

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.

[Signature]
Signature of Owner/Agent

Sharon D. Regan (attorney/agent)
Printed Name Owner/Agent

May 8, 2017
Date

[Signature]
Signature of Owner

Michael K. Pinzone
Printed Name of Owner

May 8, 2017
Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 8 day of May 20 17, by Michael K. Pinzone.

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

[Signature]
Signature of Notary

Sharon Regan
Printed Name of Notary (notary seal)



Escambia County Board of Adjustment Application for Variance

**Pensacola Beach Pier
41 Fort Pickens Road, Pensacola Beach, Florida**

List of Attachments

- 1. Aerial Map with Zoning**
- 2. Site Map with Zoning**
- 3. Pre-App Review Narrative by Architect (GUz)**
- 4. Coverletter to Pre-App Review (by GUz)**
- 5. Pre-App Project Info Form (by GUz)**
- 6. East Elevation (by G Uz)**
- 7. Site Plan (G Uz)**
- 8. 1st Floor Plan (G Uz)**
- 9. 2nd Floor Plan (G Uz)**
- 10. 3^d Floor Plan (G Uz)**
- 11. North Elevation (G Uz)**
- 12. South Elevation (G Uz)**
- 13. Santa Rosa Island Authority (SRIA) Approval Letter**
- 14. SRIA (Paolo Ghio) Approval Letter with terms**
- 15. SRIA Meeting Minutes with Comments**
- 16. “ “ “ “ “ Page 2**
- 17. Conceptual Drawing of Project**
- 18. Original (2007) Allocation of Parking**
- 19. Ownership Fla Dept of State Sunset Holding Company**
- 20. Esc Cty Property Appraiser Card**
- 21. Master Lease East through May 23, 2053**
- 22. Survey (NWFLS)**
- 23. Legal Description (NWFLS)**
- 24. Common area close up**
- 25. Draft/Rec. by Congestion Plan Report**
- 26-29. Original Site Plan D.O.**
- 30. Original State DEP NTP (2008)**
- 31. Original Elevations (2008)**



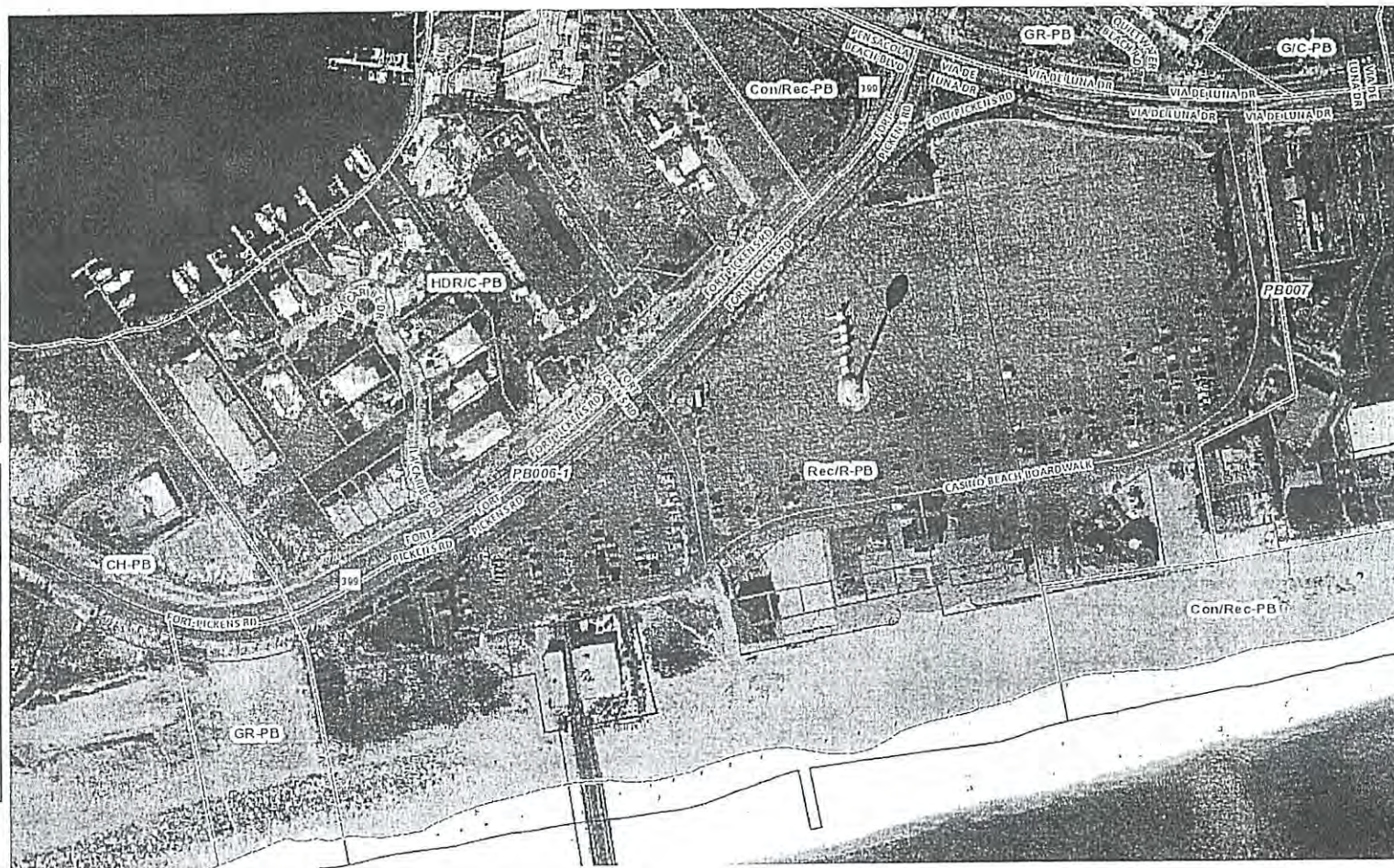
Chris Jones - Escambia County Property Appraiser

Account: 170695100
 Refno: 2825262000010011
 OName1: SUNSET HOLDING COMPANY INC
 MailingAddr: 41 FORT PICKENS RD+PENSACOLA BEACH, FL 32561
 Situs: 41 FORT PICKENS RD A
 LastSale: 1/8/2014
 LastSalePr: 100
 DORCd: RESTAURANT,CAFETERIA
 acreage: 0.4348
 BldCnt: 1
 TotHeatArea: 953
 SecMapId: PB006-1
 ComplexType:
 ComplexDscr:
 Zoned: Rec/R-PB
 MLSNbr:
 TaxAuth: PENSACOLA BEACH
 PicCnt: 1

Street View



5/14/15

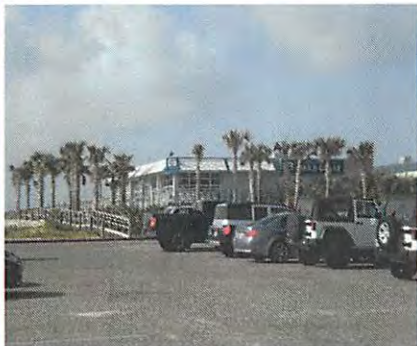




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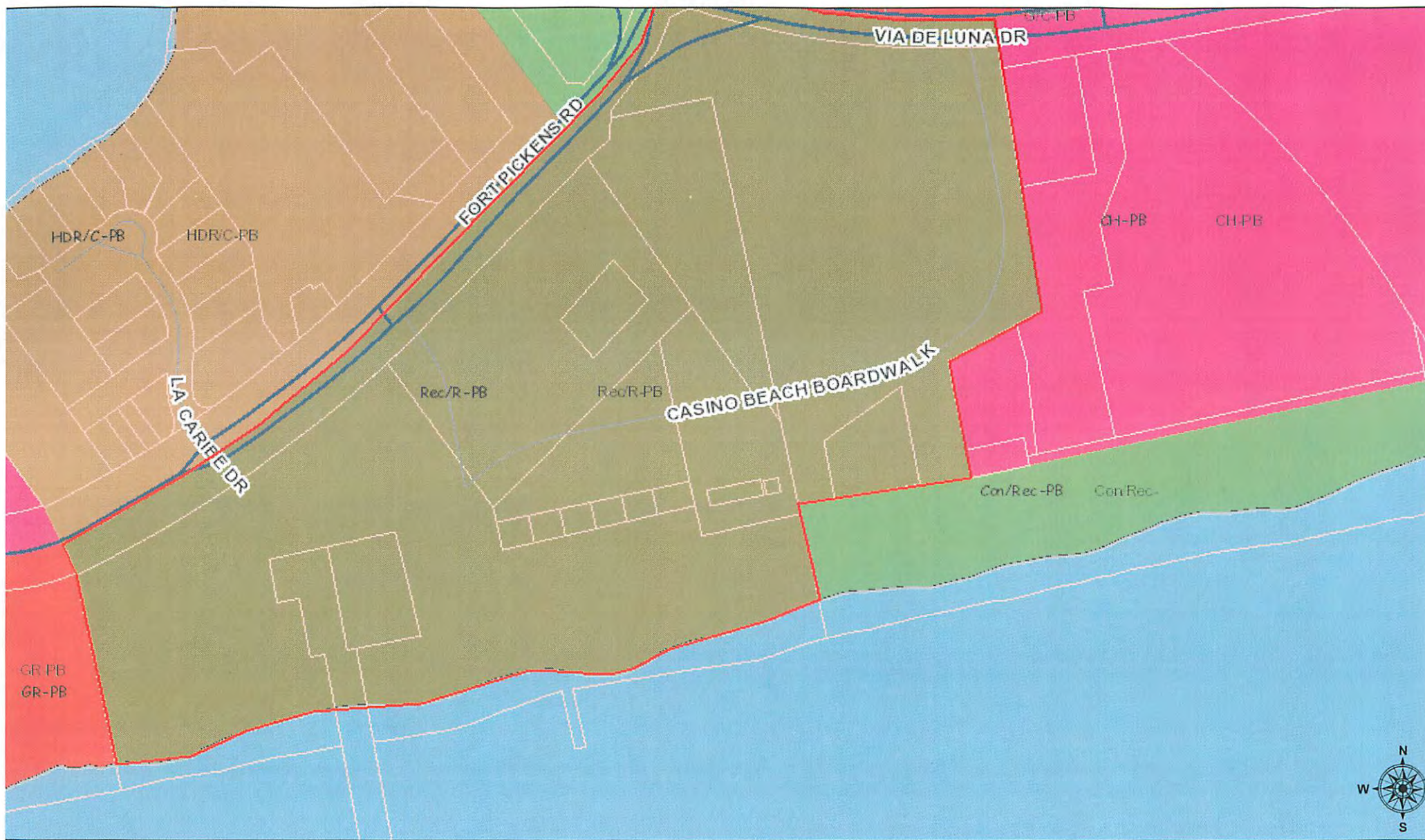
Street View



5/14/15



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ay 6, 2017

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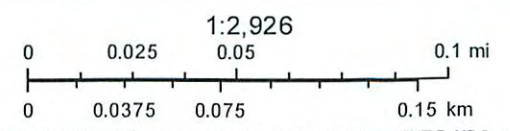
Streets

Override 1

- PRINCIPAL ARTERIAL
- LOCAL ROAD
- MINOR ARTERIAL

- COLLECTOR
- LOCAL ROAD
- Parcels

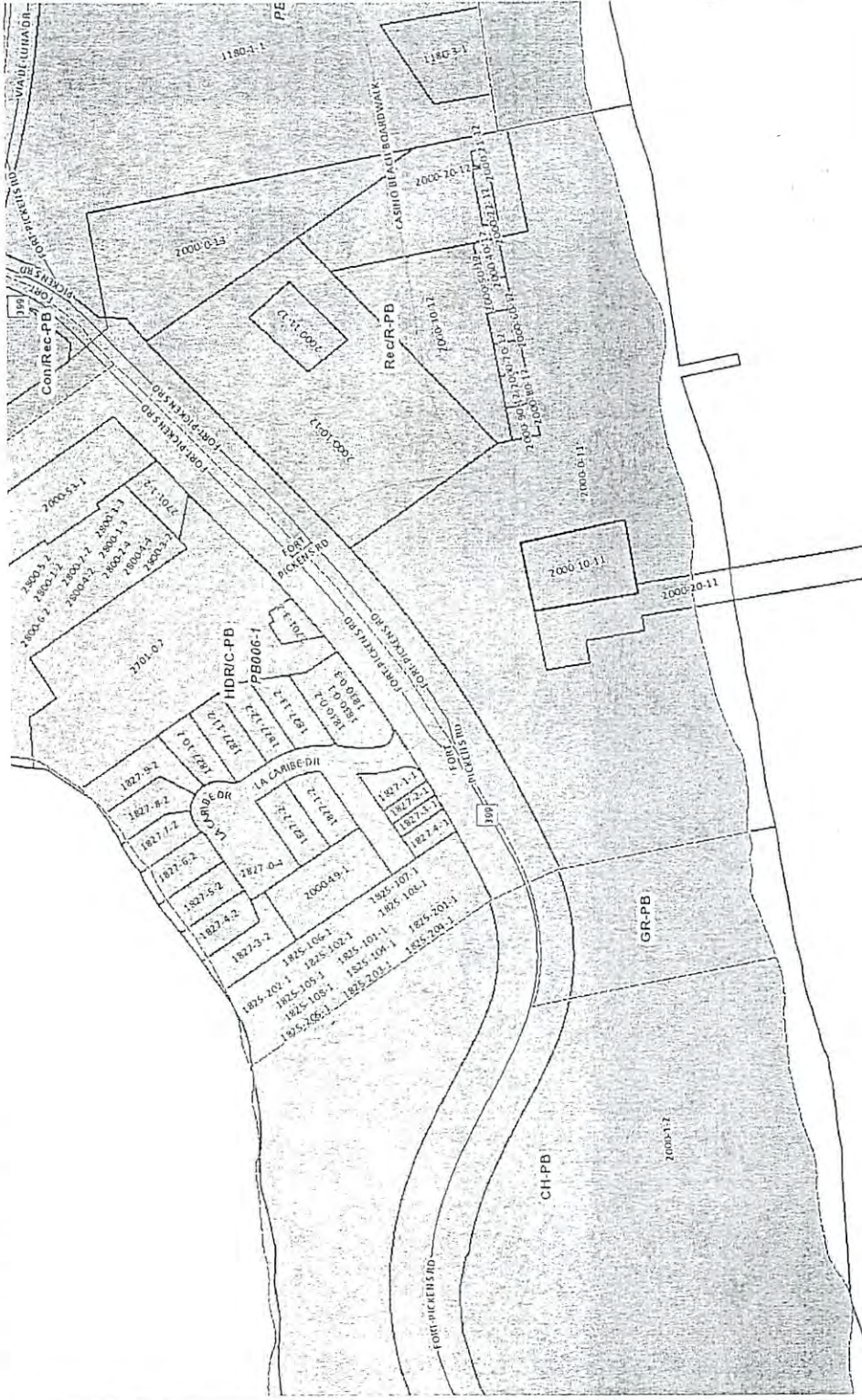
— Rivers, Creeks, and Streams



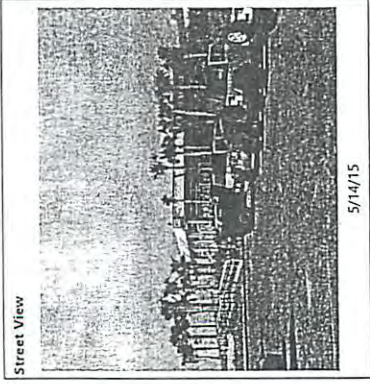
Sources: Esri HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



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 ComplexDescr:
 Zoned: Rec/R-PB
 MLSNbr:
 TaxAuth: PENSACOLA BEACH
 PicCnt: 1



Blumberg No. 5208
 EXHIBIT
 2

NARRATIVE

Address: Pensacola Beach Fishing Pier.
41 Ft. Pickens Rd.
Pensacola Beach, Fla.

Proposed Development includes the addition of two stories on the existing East side structure on the Pier. Currently, Casino Beach Bar & Grille occupies the east side with the Bait and Tackle Shop, an additional kitchen for the Casino Grille and Lighthouse Surf Shop occupying the west structure.

The addition consists of two restaurant spaces...the 2nd level approved for 200 seats by the SRIA, while the 3rd level received approval for 100 seats. Construction shall maintain non-combustible elements.

2nd level : 3,170 sf enclosed area. 1,383 sf exterior deck
3rd level : 2,543 sf enclosed area. 789 sf exterior deck

Stormwater: Since the proposed addition is within the existing footprint no impact on the existing approved stormwater system will be incurred. Currently roof drains are collected under the structure and piped to the retention facility west of the Sheriff's Station. The addition will relocate these roof drains to the new roof areas.

Utilities: The existing structure is currently served with water, sewer and electric which will be extended to the new levels. Additional grease trap capacity will be installed on the north side of the structure where the existing structure exists.

Zoning: REC/R-PB

FLUM: MU-5

Parcel ID: #28-2S-26-2000-000-011

Acreage: 2.28 Acres

Fire Suppression: The addition shall be sprinklered by upgrading the existing fire suppression system.

Parking: Parking to be accommodated in the existing Casino Beach common parking area.



GREGORY R. UZDEVENES · 918 EAST CERVANTES STREET
A R C H I T E C T · PENSACOLA, FL 32501 · (850) 432-9304

17 March, 2017

Development Services Department
3363 West Park Avenue
Pensacola, Fla 32505

Gentlemen,

Attached please find application for a pre-application conference for the following Development:

1. Two Story Addition to the Pensacola Beach Fishing Pier..Conceptual Layout
2. Conceptual Approval from the Santa Rosa Island Authority.
3. Narrative of the proposed Improvements

Leaseholder: Mike Pinzone

Sunset Holdings, Inc. d/b/a
Pensacola Beach Fishing Pier
41 Ft Pickens Rd.
Pensacola Beach, Fla. 32561

Respectfully,

Gregory R. Uzdevēnes
Architect, P.A.



PROJECT INFORMATION FORM

Development Services Department, 3363 West Park Place, Pensacola, FL 32505 (Phone) 850-595-3475 (Fax) 850-595-3703
www.mvescambia.com

Allow 2 working days for the return of this form

SECTION I-A: MANDATORY - THIS SECTION TO BE COMPLETED BY APPLICANT

Applicant/Company Name: Gregory R. Uzdevenes, Architect, P.A. Phone: 232 3810 4384946 Fax: 4384946

Mailing Address: 918 E. Cervantes St State: FL Zip Code: 32501

Project Name: ADDITIONS TO PENSACOLA BEACH FISHING PIER Proposed Use: Restaurant Expansion

Property Reference Number(s): 28-2S-26-2000-000-011

Project Address: 41 Ft Pickens Rd. Pensacola Beach, FL Estimated Parcel Acreage: _____

Is Site currently developed? NO ___ YES x If YES, describe existing development Pier and Bar/Grille/SurfShop

Is a Conditional Use, Variance, Rezoning or Future Land Use Amendment required for the Proposed development? NO x YES ___

*If you would like to apply for a Variance (as required by the Land Development Code) prior to the issuance of a Development Order, please contact (850) 595-3475.

Select Type of Submittal:

Site Plan: _____ Site Plan Minor: _____ Minor Subdivision: _____

Master Plan: _____ Preliminary Plat: _____ Construction Plans: _____ Final Plat: _____

Would you like a Project Champion (Optional Customer Service Program)? ___ Yes ___ No

Site Plan Project Submittals

Estimated SQ. FT. of Building Footprint: 7,500 sf

Estimated SQ. FT. of Impervious Surface
(Including Bldg Footprint): 7,500 sf

Subdivision Project Submittals

Total # of Phases: _____ Total # of Lots: _____

of Lots in Phase 1: _____ # of Lots in Phase 2: _____

of Lots in Phase 3: _____ # of Lots in Phase 4: _____

SECTION 2: This section to be completed by County Staff.

Parcel Future Land Use(s): _____ Surrounding Future Land Use(s): _____

Parcel Zoning District(s): _____ Surrounding Zoning Districts: _____

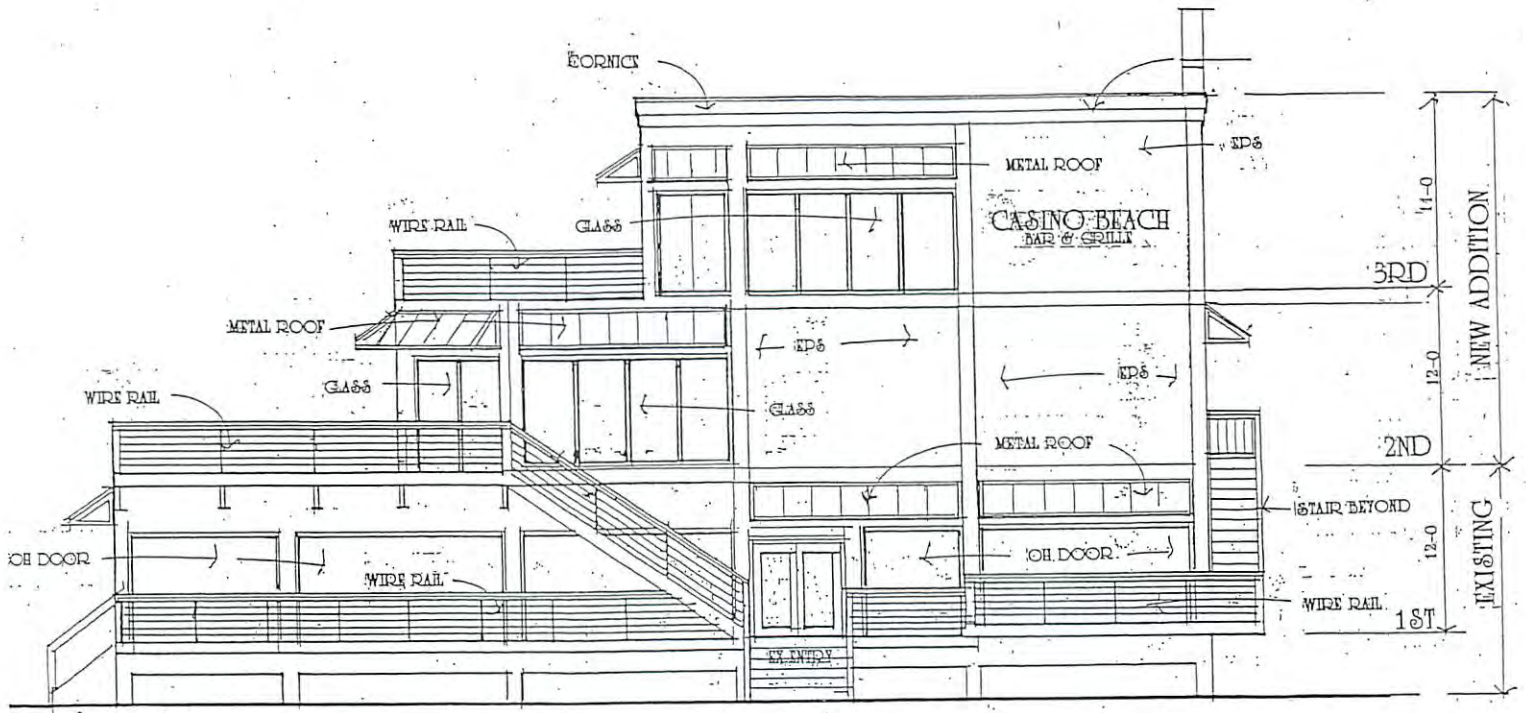
Airport Environment(s): _____ Overlay District(s): _____ Commissioner District: _____

Drainage Basin: _____ Hurricane Evacuation Zone: _____ Flood Zone: _____

Notes: _____

Checked by: _____ Date: _____

Planner/Project Champion Verified: _____ Date: _____

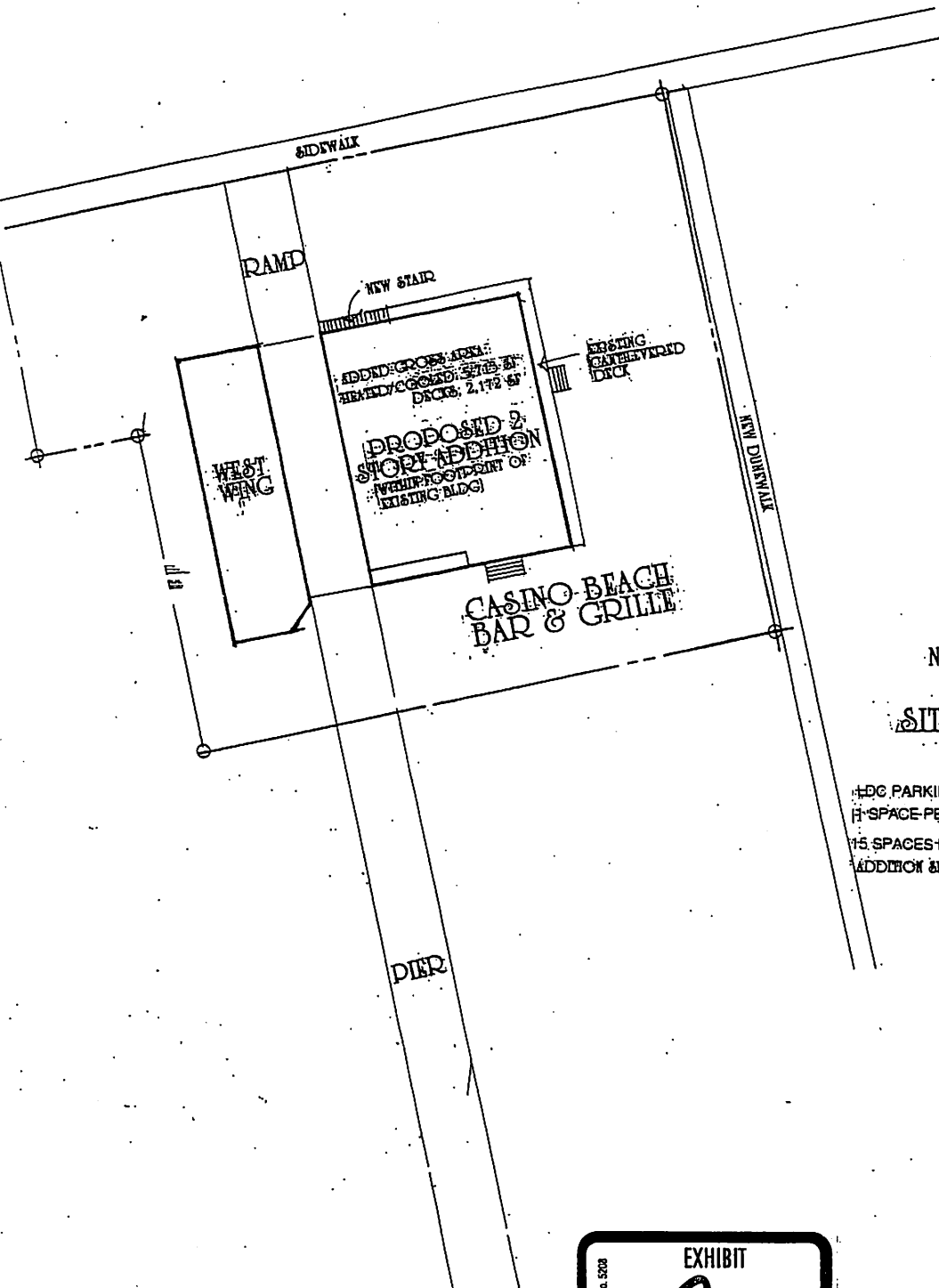


EAST ELEVATION
 1/8"=1'-0"

7
 ADDITION TO THE
 DENSACOLA BEACH PIER
 GREGORY R. HAZDZYENES, ARCHITECT, P.A.

Blumberg No. 5208
 EXHIBIT
 6

COMMON PARKING AREA



SITE PLAN
1"=30'

ADC PARKING REQUIREMENTS:
 1 SPACE PER 2 SEATS OR 150 SPACES
 OR
 15 SPACES PER 1000 SF - 7885 SF / 1000 = 7.88 X 15 = 118 SPACES
 ADDITION SHALL BE FULLY SPRINKLERED

1
 ADDITION TO THE
 PENSACOLA BEACH DIER
 GREGORY RIZZO ARCHITECT, P.A.

EXHIBIT
 7

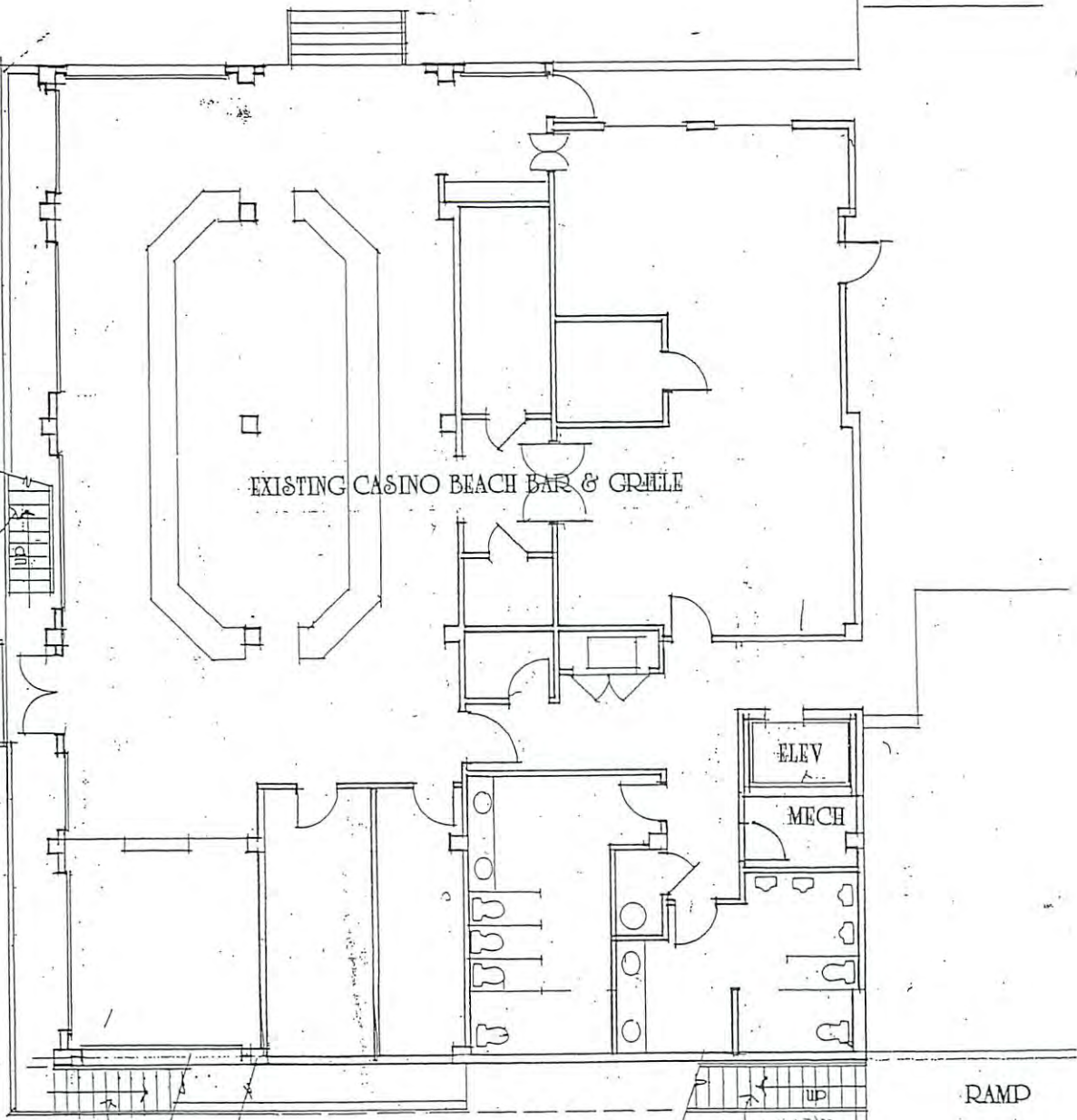
Bumberg No. 5203

DATIO

PIER

EXISTING CASINO BEACH BAR & GRILLE

NEW STAIR



NEW STAIR

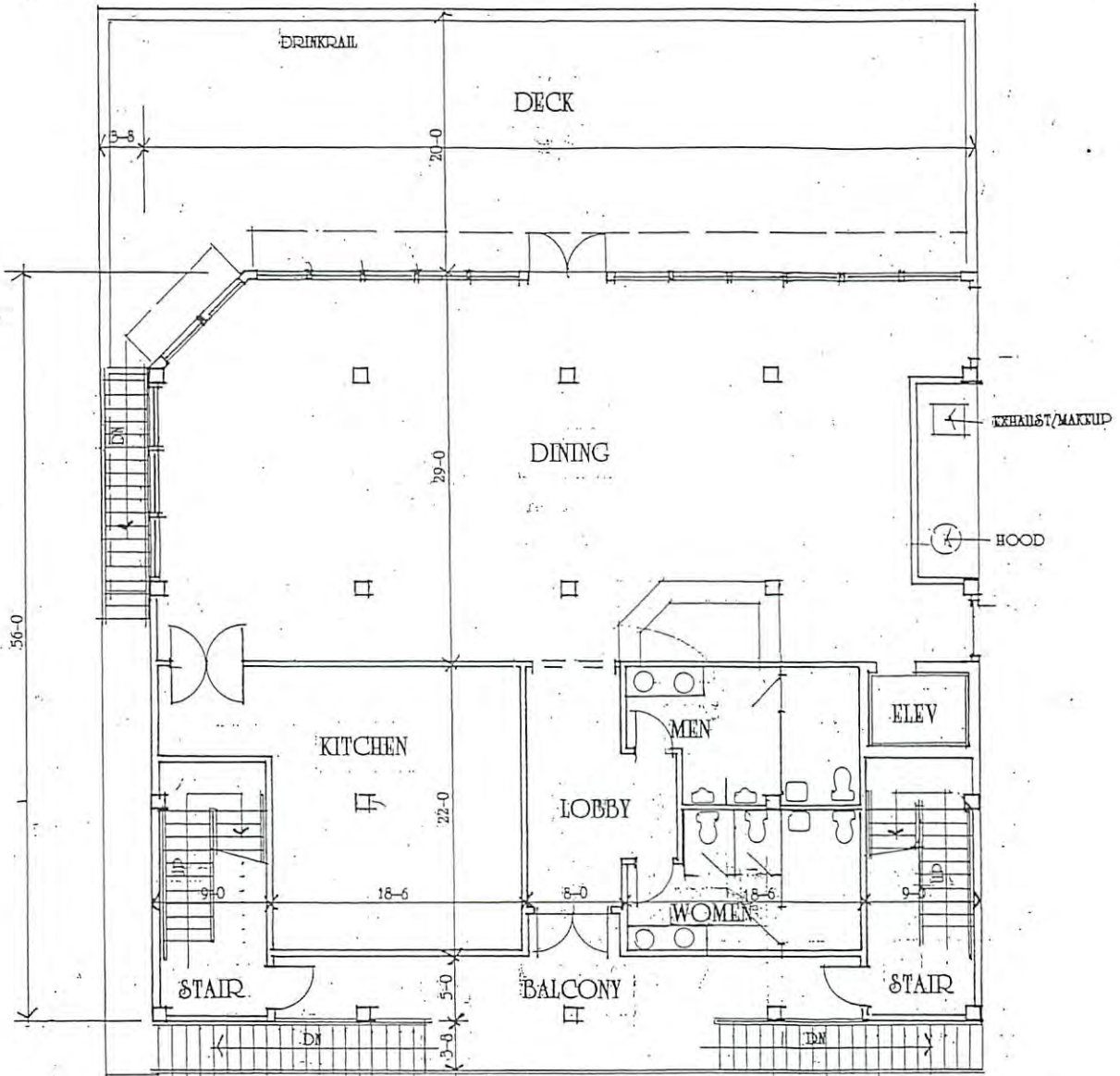
NEW STAIR

RAMD

1ST FLOOR PLAN
1/8"=1'-0"

Blumberg No. 5208
EXHIBIT
8

2
ADDITION TO THE
PENSACOLA BEACH PIER
GREGORY R. UZDEVYANS, ARCHITECT, P.A.

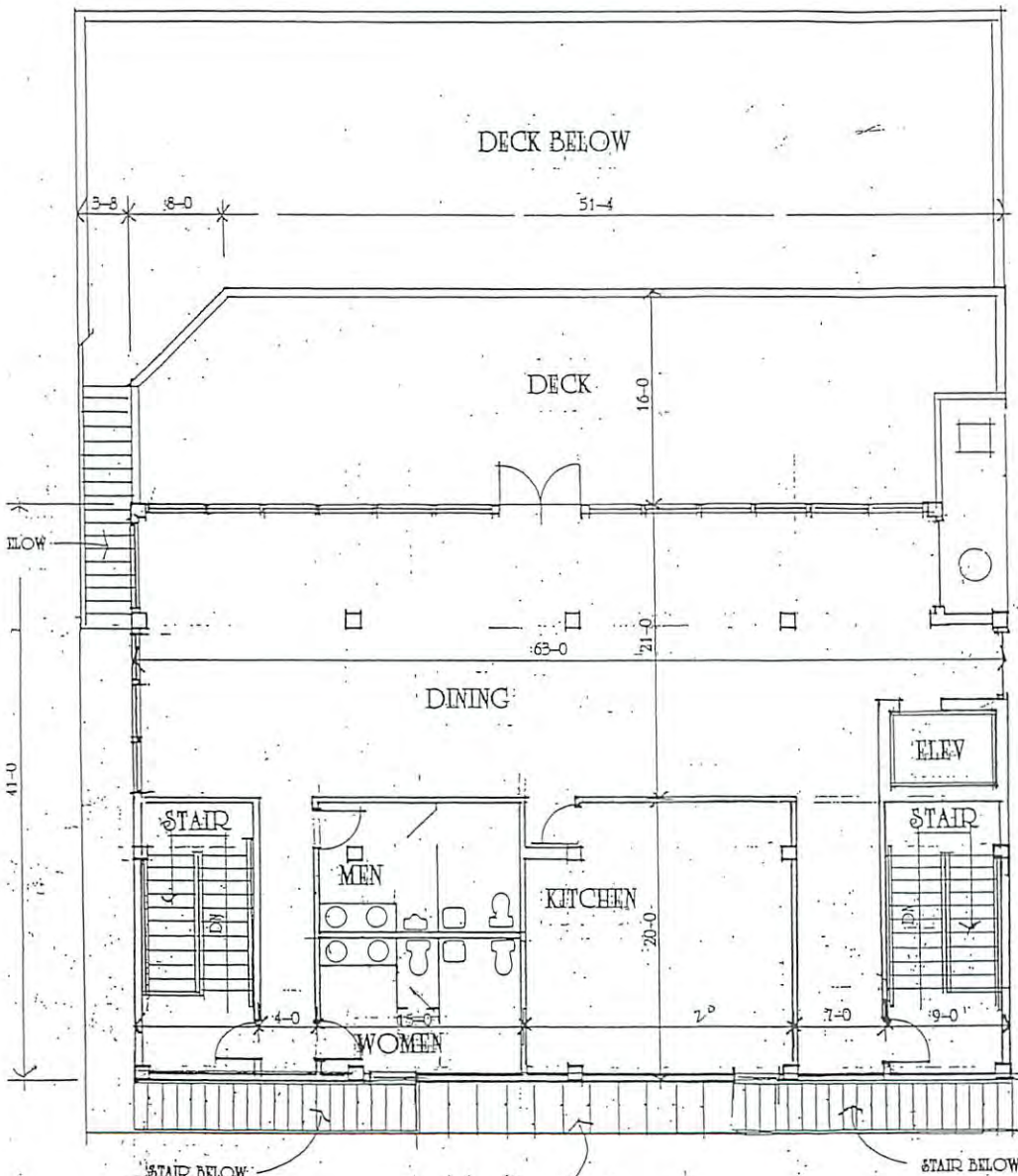


2ND FLOOR PLAN

1/8" = 1'-0"
 GROSS AREA: 3,170 SF
 DECK: 1,353 SF
 FIXED SEATING: 200

Blumberg No. 5208
 EXHIBIT
 9

3
 ADDITION TO THE
 PENSACOLA BEACH PIER
 GREGORY R. HZDYENES, ARCHITECT, P.A.



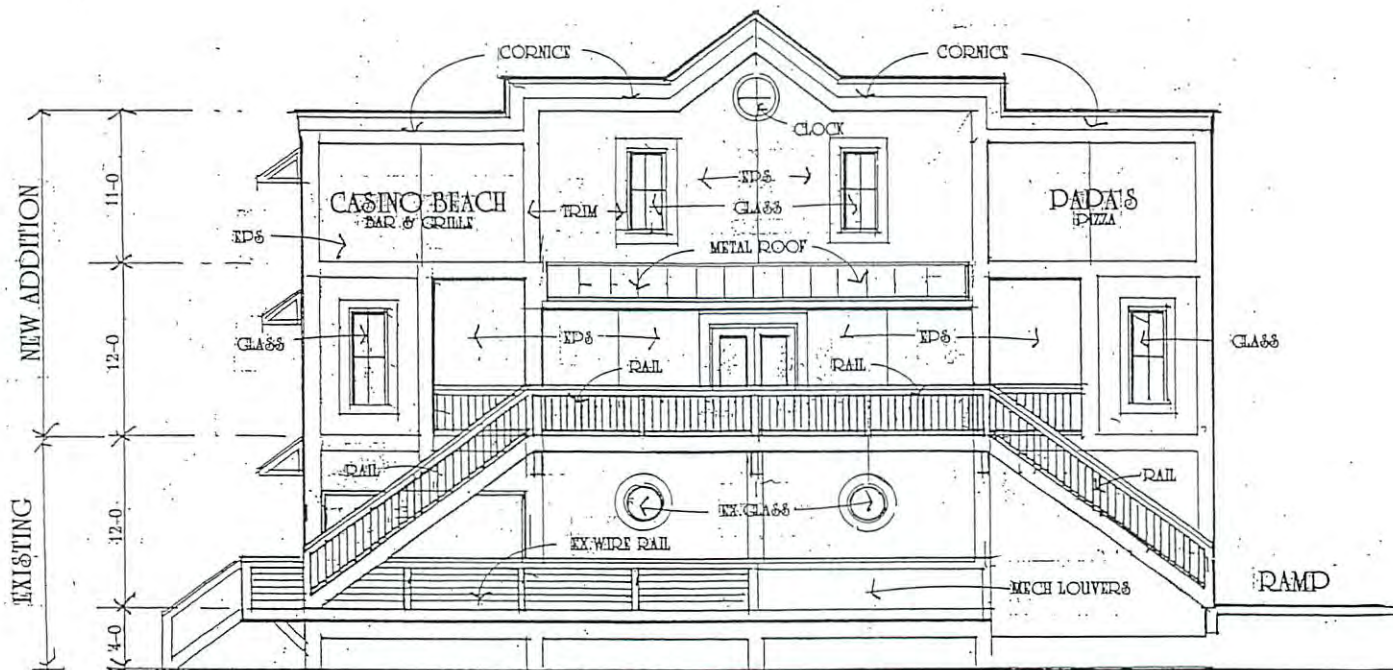
WEST W

3RD FLOOR PLAN

1/8" = 1'-0"
 GROSS AREA: 2,545 SF
 DECK: 789 SF

EXHIBIT
10
 Blumberg No. 6208

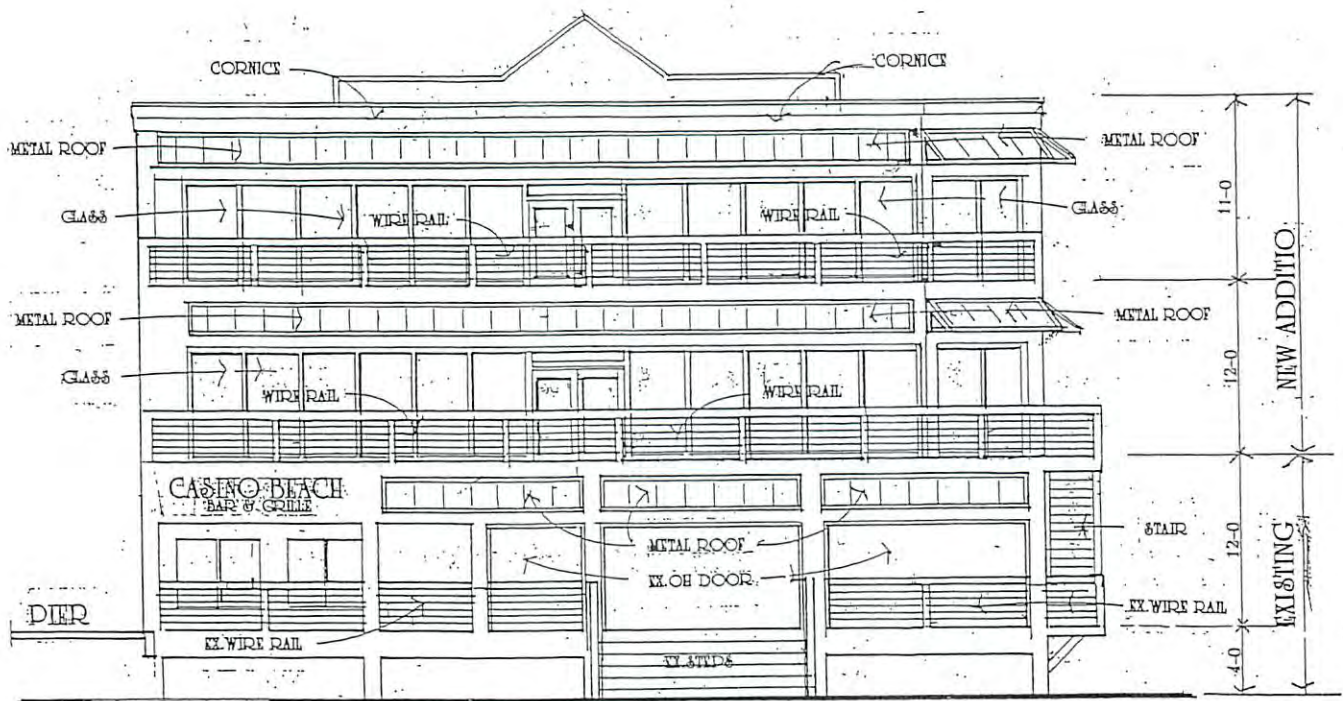
4
 ADDITION TO THE
 DENSACOLA BEACH PIER
 GREGORY R. IZZO/RYAN, ARCHITECT, P.A.



NORTH ELEVATION
1/8"=1'-0"

Blumberg No. 5708
EXHIBIT
11

5
ADDITION TO THE
DENSACOLA BEACH PIER
GREGORY R. UZDENTEVIS, ARCHITECT, P.A.



SOUTH ELEVATION
1/8"=1'-0"

6
 ADDITION TO THE
 DENSACOLA BEACH DIER
 GREGORY R. UZDEVINIS & ARCHITECT, P.A.





**SANTA ROSA
ISLAND AUTHORITY**

November 10, 2016

Mr. Mike Pinzone,
Sunset Holdings, Inc. d/b/a
Pensacola Beach Fishing Pier
41 Ft. Pickens Rd.
Pensacola Beach, FL 32561

RE: Conceptual approval to construct an additional second and third floor to the existing concession building.

Dear Mike:

On October 26, 2016, the Santa Rosa Island Authority Architectural and Environmental Committee took the following action regarding the above mentioned request (Minutes attached):

The Committee unanimously conceptually approved the request by Mike Pinzone, Sunset Holdings Inc. d/b/a Pensacola Beach Fishing Pier, to construct an additional second and third floor to the existing concession building, subject to adhering to all applicable codes and regulations, and obtaining permitting from all appropriate agencies.

On November 9, 2016, the Santa Rosa Island Authority Board gave final approval of the request with a vote of 5-0. SRIA Board Minutes will not be available until December 15, 2016.

If you have any questions, please call me at 932-2257, ext # 226.

Sincerely,

Melody Bolster
Assistant Manager
SRIA Development Services Department

BOARD MEMBERS

Dave Pavlock
Chairman

Thomas Campanella
Vice Chairman

Jerry Watson
Secretary Treasurer

Karen Sindel
Acting Secretary Treasurer

Janice Gilley
Member

Tammy Bohannon
Member



From: Paolo Ghio paolo_ghio@sria-fla.com
Subject: Expansion of existing structure
Date: Mar 3, 2017, 10:37:50 AM
To: Mike Pinzone (mlpinzone@yahoo.com)
mlpinzone@yahoo.com

Mike,

Your request to add two floors to the current concession building located on the east side of the Gulf pier was approved by the SRIA board. You submitted a floor plan of the expansion and it shows 150 seats on the 2nd floor and 100 seats on the 3rd floor.

Your approval from SRIA is conditioned upon verification from Escambia County that the new floor layout and seating load is per code and can be adjusted down at Escambia County discretion.

You will need to obtain DRC approval, DEP approval, SRIA plan check and a Development Order prior to obtaining a building permit.

Thank you,

Paolo Ghio CFM
SRIA
Executive Director
Director of Environment/Development Services
850-932-2257
paolo_ghio@sria-fla.com





SANTA ROSA
ISLAND AUTHORITY

SANTA ROSA ISLAND AUTHORITY
ARCHITECTURAL & ENVIRONMENTAL COMMITTEE
OCTOBER 26, 2016

BOARD MEMBERS

Dave Pavlock
Chairman

Thomas Campanella
Vice Chairman

Jerry Watson
Secretary Treasurer

Karen Sindel
Acting Secretary Treasurer

Janice Gilley
Member

Tammy Bohannon
Member

MEMORANDUM

TO: Authority Members

FROM: Executive Director

DATE: October 27, 2016

RE: Minutes of October 26, 2016 Architectural & Environmental Committee Meeting

A regularly scheduled meeting of the Architectural & Environmental Committee was held on Wednesday October 26, 2016. Members present were Dr. Thomas Campanella and Ms. Karen Sindel, Chair. Ms. Tammy Bohannon entered the meeting late (5:08) and Mr. Jerry Watson served on the Committee in her absence. Also present were Board Members Mr. Dave Pavlock and Ms. Janice Gilley. Ms. Sindel called the meeting to order and presented the following items:

Item # 1 - Request by Mike Pinzone, Sunset Holdings Inc. d/b/a Pensacola Beach Fishing Pier – for conceptual approval to construct an additional second and third floor to the existing concession building. (Staff report by Paolo Ghio)

Mr. Ghio gave background on the item and stated staff recommended approval. He pointed out that a second level was already approved initially, and what is being proposed is almost the same square footage as the original plan.

Mr. Pavlock asked Mr. John Tice (SRIA Architectural Advisor) to review the drawings and let the Board know what he thinks.

Mr. Tice stated he liked the terraced effect, and that it fits with the building that is currently located there.

Mr. Ghio pointed out that there is more decking overlooking the water for patrons to enjoy.

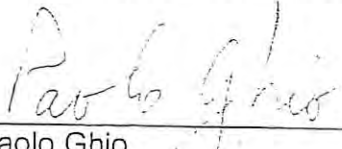
SANTA ROSA ISLAND AUTHORITY
ARCHITECTURAL & ENVIRONMENTAL COMMITTEE
OCTOBER 26, 2016

Ms. Sindel stated the new floors will be the "new cool place" to watch the Blue Angel Airshow.

Dr. Campanella stated he has wanted something like this for years!

Upon motion of Dr. Thomas Campanella seconded by Mr. Jerry Watson, the Committee unanimously conceptually approved the request by Mike Pinzone, Sunset Holdings Inc. d/b/a Pensacola Beach Fishing Pier, to construct an additional second and third floor to the existing concession building, subject to adhering to all applicable codes and regulations, and obtaining permitting from all appropriate agencies. (3-0)

There being no further business before the Committee, the meeting was adjourned.



Paolo Ghio
Executive Director

PG:jt

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are tape-recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)



Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: *[Signature]*
 Assistant County Administrator: Robert R. McLaughlin Date: *[Signature]*

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.



BUILDING INSPECTIONS

3 SHEET OF 2

SITE DATA:

PARCEL I.D. # 28-2S-26-2000-000-011
 ADDRESS: 41 FORT PICKENS ROAD
 FLUM: MU-5
 ZONING: REC/R-PB
 ACREAGE: (2.28 ACRES - ACCORDING TO THE PIER LEASE)
 ALLOWABLE DENSITY - N/A (NON RESIDENTIAL)
 PROPOSED DENSITY - N/A

BUILDING DATA:

1,480 LF FISHING PIER
 1,890 SF RETAIL
 2,240 SF OFFICE
 48 SEAT INDOOR RESTAURANT AREA
 86 SEAT OUTDOOR RESTAURANT/BAR AREA

PROPOSED HEIGHT - 2-STORIES

PARKING REQUIRED:

FISHING PIER	1,480 LF X 1 SP/50 LF	=	29.60 SP
RETAIL	1,890 SF X 0.8 SP/100 SF	=	15.12 SP
OFFICE	2,240 SF X 0.4 SP/100 SF	=	8.96 SP
RESTAURANT			
48 INDOOR SEATS	X 0.4 SP/SEAT	=	19.20 SP
86 OUTDOOR SEATS	X 0.4 SP/SEAT	=	34.40 SP
			107.28 SP

RESULT ROUNDS TO TOTAL OF 108 SPACES REQUIRED

PARKING PROVIDED:

THE S.R.I.A. HAS ALLOCATED 108 PARKING SPACES LOCATED WITHIN THE CASINO BEACH PARKING LOT TO SERVE THIS DEVELOPMENT - (SEE S.R.I.A. BOARD ACTION).

007 - FINAL COMPARISON



Detail by Entity Name

Florida Profit Corporation
SUNSET HOLDING COMPANY, INC.

Filing Information

Document Number P01000038366
FEI/EIN Number 59-3716846
Date Filed 04/12/2001
State FL
Status ACTIVE
Last Event CANCEL ADM DISS/REV
Event Date Filed 10/08/2009
Event Effective Date NONE

Principal Address

41 FORT PICKENS RD
PENSACOLA BCH GULF P1
PENSACOLA, FL 32561

Changed: 04/30/2012

Mailing Address

41 FORT PICKENS RD
PENSACOLA BCH GULF P1
PENSACOLA, FL 32561

Changed: 02/25/2003

Registered Agent Name & Address

MICHAEL, PINZONE
2803 MANOR CIR
GULF BREEEE, FL 32563

Name Changed: 09/27/2010

Address Changed: 09/27/2010

Officer/Director Detail

Name & Address

Title P

PINZONE, MICHAEL
400 QUIETWATER BCH BOARDWALK
PENSACOLA BCH, FL 32561

Title S

LAURA, PINZONE
2803 MANOR CIR
GULF BREEZE, FL 32563

Annual Reports

Report Year	Filed Date
2014	02/26/2014
2015	04/28/2015





Chris Jones
Escambia County Property Appraiser

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

[Back](#)

Navigate Mode
 Account
 Reference
 [Printer Friendly Version](#)

General Information Reference: 2825262000010011 Account: 170695100 Owners: SUNSET HOLDING COMPANY INC Mail: 41 FORT PICKENS RD PENSACOLA BEACH, FL 32561 Situs: 41 FORT PICKENS RD A 32561 Use Code: RESTAURANT,CAFETERIA Taxing Authority: PENSACOLA BEACH Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <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>\$449,520</td> <td>\$146,973</td> <td>\$596,493</td> <td>\$515,128</td> </tr> <tr> <td>2015</td> <td>\$330,481</td> <td>\$137,818</td> <td>\$468,299</td> <td>\$468,299</td> </tr> <tr> <td>2014</td> <td>\$330,480</td> <td>\$126,562</td> <td>\$457,042</td> <td>\$457,042</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p> <p style="text-align: center;">★ File for New Homestead Exemption Online</p>	Year	Land	Imprv	Total	Cap Val	2016	\$449,520	\$146,973	\$596,493	\$515,128	2015	\$330,481	\$137,818	\$468,299	\$468,299	2014	\$330,480	\$126,562	\$457,042	\$457,042
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Sales Data <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>01/08/2014</td> <td>7127</td> <td>982</td> <td>\$100</td> <td>LI</td> <td>View Instr</td> </tr> <tr> <td>01/08/2014</td> <td>7127</td> <td>967</td> <td>\$100</td> <td>LI</td> <td>View Instr</td> </tr> <tr> <td>04/10/2013</td> <td>7002</td> <td>1896</td> <td>\$100</td> <td>OJ</td> <td>View Instr</td> </tr> <tr> <td>09/17/2007</td> <td>6233</td> <td>1628</td> <td>\$100</td> <td>LI</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/08/2014	7127	982	\$100	LI	View Instr	01/08/2014	7127	967	\$100	LI	View Instr	04/10/2013	7002	1896	\$100	OJ	View Instr	09/17/2007	6233	1628	\$100	LI	View Instr	2016 Certified Roll Exemptions LAND Legal Description BEG AT PERMANENT REFERENCE MONUMENT AT STATION 0+00 OF THE BASE CONTROL LINE AS SHOWN ON THE PLAT OF EL... Extra Features BRICK PAVING/WALK
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04/10/2013	7002	1896	\$100	OJ	View Instr																										
09/17/2007	6233	1628	\$100	LI	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section: PS006-1

Approx. Acreage: 0.4348

Zoned: Rec/R-PB

[Evacuation & Flood Information](#)

[Open Report](#)

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

Buildings

Address: 41 FORT PICKENS RD A, Year Built: 2008, Effective Year: 2008

Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-STUCCO FLOOR COVER-TILE/STAIN CONC/BRICK FOUNDATION-PILINGS HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-DECORAT NO. STORIES-1 ROOF COVER-MEMBRANE ROOF FRAMING-CONCRETE STORY HEIGHT-12 STRUCTURAL FRAME-CONCRTE REINFRD	
---	--

Areas - 5228 Total SF

- BASE AREA - 953
- CANOPY - 252
- COMMON AREA - 902
- OPEN PORCH FIN - 2871
- UTILITY FIN - 110
- WOOD DECK UNF - 140



The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



STATE OF FLORIDA
COUNTY OF ESCAMBIA

LEASE AGREEMENT
("MASTER LEASE EAST")

THIS LEASE AGREEMENT, hereinafter called the "lease," is effective as of January 8, 2014 ("Effective Date"), between the SANTA ROSA ISLAND AUTHORITY, hereinafter called the "Authority" or the "Lessor," and SUNSET HOLDING COMPANY, INC., hereinafter called the "Lessee." This lease agreement supersedes any prior leases covering the leasehold property that is more thoroughly described in Exhibit "A", attached hereto.

WHEREAS the Lessee requested that the certain master lease between the Lessee and the Authority dated March 23, 2001 ("Gulf Pier Lease", also referred to as the "Master Lease West") be bifurcated to create two master leases;

WHEREAS on December 11, 2013 the Authority granted the request that the Gulf Pier Lease be bifurcated to create two separate, distinct, and independent leasehold interests, with the original master lease to govern the West Parcel (pier operations), and with the East Parcel (commercial building) to be governed by a separate master lease, as reflected in that certain Bifurcation of Lease Agreement recorded in the Public records of Escambia County Florida;

WHEREAS the Authority and the Lessee have agreed to the terms of this lease on December 11, 2013, which is to govern the East Parcel of the bifurcated Gulf Pier Lease and which may be referred to as the "Master Lease East";

NOW THEREFORE, it is agreed,

SECTION I
PREMISES LEASED

Authority leases to Lessee the following property located on Santa Rosa Island, Escambia County, Florida, to-wit the "leased property" ("Premises"):

See attached Exhibit "A"

SECTION II
TERM OF LEASE

This Lease shall extend from the Effective Date to May 23, 2053 subject to the covenants and conditions contained herein. Each one (1) year period commencing from the Effective Date shall be referred to as a "year".

SECTION III
USE OF LEASED PROPERTY

The above-described property is leased to Lessee for any use consistent with the zoning and land use regulations, as modified from time to time, affecting the leased property.

SECTION IV
LEASE FEES

Lessee covenants and agrees to pay lease fees to the Authority as follows:

A. Lessee shall pay Authority an annual lease Fee ("percentage rental") equal to five (5%) percent of "gross receipts" from all sales and other sources of income. The term "gross receipts" as used herein means the consideration received for all merchandise sold and the charges for all services performed or facilities furnished by the Lessee, and sub-lessee or any other person, firm,



corporation selling merchandise, performing services or furnishing facilities in, upon, or from any part of the leased property, whether for cash or for credit, but shall exclude all returned merchandise accepted by the seller, and the amounts received for Florida Sales Tax.

B. The percentage rental shall be computed for each calendar month and reported in writing to the Authority, on a form provided by the Authority, within twenty (20) days of the end of the month being reported on. Lessee shall report percentage rental monthly, but shall not be liable for payment of percentage rental until the amounts owed for percentage rental exceed the yearly Minimum Annual Lease Rental over and above the Minimum Annual lease Fee amount shall be due and paid within twenty (20) days of the end of the month in which the amount owed accrues. If Lessee passes onto its customers the percentage rental it pays to the Authority, amounts collected as a result of the charge to the customer shall be included in "gross receipts" reported to the Authority and shall be used to calculate the percentage rental amount.

C. Lessee will pay a Minimum Annual Lease Fee on the property in the amount of \$40,254.50 per year.

D. The Minimum Annual lease fee is subject to adjustment on a five (5) year basis as provided below. The Minimal Annual Lease fee is subject to adjustment to reflect changes in the cost of living, if any, in accordance with the Consumer Price Index (CPI all "urban consumers," 1973, equaling 100, as published by the Bureau of Labor Statistics and presently reported in the "News," United States Department of Labor Monthly report, or any other United States government-established cost of living index) such adjustment to be made every five (5) years, but in no case shall the Minimum Annual Lease Fee be less than the fee specified in Section IV(c) above. The first annual CPI adjustment will begin with the next adjustment period to go into effect on January 1, 2015.

E. The Minimum Annual lease Fee shall be due and payable on or before May 23, 2014, and thereafter shall be due on or before the same date (May 23) every succeeding year throughout the term of the lease.

SECTION V LEASE YEAR

For the purpose of this Lease, the lease year shall be from May 23 to May 22 of each year.

SECTION VI TITLE TO IMPROVEMENTS

Title to any building or improvements of a permanent character that shall be erected or placed upon the leased property by the Lessee shall forthwith vest in Escambia County, Florida subject to the possessory rights granted to Lessee by the terms of this Lease. Lessee acknowledges that it shall have no right to remove such fixed and permanent improvements from the leasehold property.

SECTION VII DESTRUCTION OF PREMISES

In the event of damage or destruction of any buildings or improvements on the leased property by fire, windstorm, water or any other cause whatsoever, Lessee shall at its own cost, within one (1) years time, repair or rebuild such building or improvement so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction, provided that if the building or improvement cannot be repaired or replaced within the aforesaid one (1) year time period by Lessee, although Lessee has made a good faith effort to do so, the time period for repair or replacement of the building or improvement may be extended for such time as is reasonably

necessary to complete the repair or replacement. Failure to rebuild or replace the building or improvement on the property in accordance with the terms of this Section shall constitute a breach of this Lease.

Subject to priority in favor of any mortgagee under a mortgage clause, or the Condominium Act, if applicable, all insurance proceeds for loss or damage to any improvements on the leased property shall be payable to the Authority and Lessee jointly to assure the repair or replacement of such improvements. The Authority shall have a lien on all such insurance proceeds, regardless of whether it is named in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause to enforce the intent of the foregoing provision and subject to the provisions of the Condominium Act if applicable.

Unless otherwise agreed to by the Authority, the Lessee also agrees to maintain adequate flood, windstorm, fire, and casualty insurance for all such damage to or destruction of improvements to the leasehold to the extent of their insurance value. Proof of insurance must be provided to the Authority at the beginning of each lease year. The insurance policy must name the Authority as an additional insured.

SECTION VIII INSURANCE AND INDEMNITY

All personal property which may be on the leased property during the term of this Lease shall be there at the sole risk of Lessee, or those claiming under Lessee and Authority shall not be liable to Lessee, or any other persons for property in or upon the leased property. Furthermore, Authority shall not be liable to Lessee or to Lessee's employees, patrons, licensees, permittees, visitors, successors or assigns, for any damage to property or injury to persons caused by the act of negligence of any other user of Lessee's facilities. Lessee accepts the leased property as wholly suitable for the purpose for which it is leased and agrees to hold Authority harmless from any claims based on the condition or suitability of the leased property.

Additionally, Lessee hereby agrees to defend, indemnify and save harmless the Authority from any and all claims, demands, suits, judgments, costs, liabilities or expense on account of any loss or injury occurring on the leased property, or on any adjoining public property utilized by Lessee for any special event or activity approved by the Authority, unless the claim is for injuries or damages caused by the negligence of the Authority.

Lessee also agrees to maintain adequate liability insurance for all such claims and liability in an amount reasonably acceptable to the Authority. Proof of such insurance must be provided to the Authority at the beginning of each lease year. The insurance policy must name the Authority as an additional insured.

SECTION IX APPLICATION OF COVENANTS AND RESTRICTIONS AND COMPLIANCE WITH LAWS

This Lease and the leased property are expressly subject to and bound by the Covenants and Restrictions applicable to property on said island, dated February 10, 1949, and recorded in Deed Book 294, at Page 303 of the public records of said County, and the said Covenants and Restrictions are made a part hereof, as if fully set forth herein. Furthermore, this Lease and the leased property shall always be subject to applicable policies, covenants, restrictions, ordinances, and building codes adopted from time to time by the Authority and any other governmental agency having authority over the leased property.

Lessee agrees to comply with all laws, ordinances, rules and regulations now in effect or, subject to Lessee's contractual rights set forth in this Lease, hereafter enacted by any governmental body having jurisdiction over the leased property, including but not limited to those necessary for the protection of the environment or the ecology of Santa Rosa Island, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the leased property and shall keep the demised premises in an clean, attractive and safe condition. Lessee further agrees to exercise all reasonable safety measures in the operation of its businesses for the protection of the public.

SECTION X UTILITIES

Lessee shall pay for all its requirements for utilities, including but not limited to gas, steam, water, electricity, and sewer charges. Lessee further agrees to use exclusively, if provided by the Authority, such public utilities and public services relating to health and sanitation as may from time to time be made available by Authority or by others pursuant to agreements, licenses, or permits with Authority. Nothing in this paragraph shall obligate Authority to provide any service.

SECTION XI MAINTENANCE OF REQUIRED LICENSES

Lessee shall obtain all licenses required by all governmental authorities having jurisdiction over the leased property for the type of business operated by Lessee, and shall maintain all required licenses during the term of this Lease.

SECTION XII REPAIRS AND MAINTENANCE

Lessee shall, at its own cost and expense, repair, replace, and maintain the leased property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the leased property.

SECTION XIII ASSIGNMENT AND TRANSFERS

Subject to the exceptions otherwise set forth below, Lessee shall not sell, or assign this Lease, or sell or assign or sublease ay portion of the leased property without the Authority's prior written consent, provided that the Authority shall not unreasonably withhold or delay its consent. Lessee or any Sublessee may mortgage this Lease without consent of the Authority. So long as the mortgagee keeps on file with Authority a proper address, notice of any default by the Lessee will be sent to the mortgagee at such address at the same time notice of default is sent to Lessee and this Lease may not be terminated for said default until thirty (30) days after such notice during which period either the mortgagor or mortgagee may remedy the default within the curative times set forth in this Lease. In addition, all assignments of lease, subleases, or mortgage information must be recorded in the Official Record Books of Escambia County, Florida, and a copy of said recorded document must be submitted to the Santa Rosa Island Authority within 30 days of said assignment, sublease, or mortgage agreement being entered into.

Each and all of the provisions, agreements, covenants, and conditions of this Lease shall extend to, and shall bind and be obligatory upon, or inure to the benefit of the successors, sublessees, underlessees, and assigns of the parties.

SECTION XIV TAXES AND ASSESSMENTS

Lessee shall pay and discharge all future taxes, sales taxes, use taxes, assessments, duties, impositions, and burdens assessed, charged or imposed upon the leased property. In addition,

upon notice from Authority, Lessee agrees to assume Authority's defense and indemnify Authority for any claim related to all existing and future taxes, sales taxes, use taxes, assessments, duties, impositions, and burdens assessed, charged, or imposed upon the leased property, whenever arising.

SECTION XV AUTHORITY'S ACCESS

Authority and Authority's designated agent shall at all reasonable times have access to the leased property for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Lease.

SECTION XVI SPECIAL REQUIREMENTS

It is recognized that one of the major purposes of this Lease is to provide accommodations and services of high quality and attractiveness. To this end, the Authority may withhold its approval of any plans for construction of improvements on this leased property if the plans do not adequately provide for landscaping, walls, fences, shrubbery and similar improvements which would enhance the general appearance and attractiveness of the leased property; provided the Authority shall not unreasonably withhold its approval of Lessee's plans. Such requirements may apply to landscaping around such improvements and elsewhere on the leased property. Lessee shall be required to properly maintain all landscaping, walls, fences, shrubbery and similar improvements on the property.

SECTION XVII PROHIBITED USES

Lessee covenants and agrees not to use or occupy the leased property for any purpose other than herein specified, or permit the same or any part thereof to be used or occupied for any purpose or business other than herein specified, without the prior written consent of the Authority which approval shall not be unreasonably withheld.

SECTION XVIII OPERATION AND CONDUCT OF BUSINESS

Lessee covenants and agrees as follows:

(a) To submit to the Authority each month a copy of the Lessee's signed sales tax form sent to the State of Florida, along with a signed copy of the approved sales report as established by the Authority. In lieu of a monthly sales tax report, or in addition to the monthly sales tax report, the Authority may require other documents to substantiate income received from the leasehold property. In the event the Lessee has sublessees or tenants, the Lessee also agrees to submit to the Authority each month a copy of the sublessees' signed sales tax form sent to the State of Florida, along with a signed copy of the approved sale report form as established by the Authority. The Lessee agrees that the Lessee shall be solely responsible for the submission of all reports, payments and required documentation from all transactions of any kind taking place on the leasehold property. In lieu of a monthly sales tax report, or in addition to the monthly sales tax report, the Authority may require other documents to substantiate income received from the leasehold property.

(b) To maintain accurate and adequate records and books of account which shall be open to inspection and audit by the Authority or its designee at reasonable times at the Lessee's place of operation on Pensacola Beach or at such places as may be mutually agreed upon.

(c) To furnish to the Authority, not later than the 20th day of each month, the reports discussed in Section XVIII(a) above sufficiently detailed to reveal accurately and completely total revenue derived by Lessee from every source during the preceding calendar month from all of the Lessee's business operations hereunder, and from time to time to furnish any other information which may be requested by the Authority in connection with this Lease.

(d) To comply with all laws and regulations relating to the operation of any business, and relating to any property used in connection therewith, on the leased property and to operate said business in a first class manner consistent with the public purpose to be served by the Santa Rosa Island Authority and in the best interest of the public.

(e) Not to knowingly permit or suffer any nuisance or illegal operations or course of conduct of any kind on the leased property.

SECTION XIX
ENFORCEMENT OF LEASE; FORFEITURE;
DEFAULT; REMEDIES; NONWAIVER; ATTORNEY'S FEE

Authority may enforce the performance of this Lease in any manner provided by law. The following actions or failures on the part of the Lessee shall constitute a default under the terms of this Lease ("Event of Default"):

- 1) If Lessee shall desert or vacate the leased premises;
- 2) If default shall be made by the Lessee in the payment of rent as specified in this Lease;
- 3) If default shall be made by the Lessee in the performance of any of the terms or conditions of this Lease that Lessee is to perform;
- 4) If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating the Lessee's business;
- 5) If Lessee shall file a petition in bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

Upon the occurrence of an Event of Default and if Lessee shall not have completely removed or cured the default within thirty (30) days from the date of Authority's written notice to Lessee of default and of Authority's intention to declare the Lease forfeited, this Lease shall come to an end as if the date established by notice of forfeiture were the date originally fixed herein for the expiration of the term of this Lease without further notice from Authority to Lessee. Additional time to cure any defaults in the Lease may be granted by the Authority for good cause, and such approval will not be unreasonably withheld. Authority or Authority's agent or attorney shall thereafter have the right, without further notice or demand to reenter and remove all persons and Lessee's property from the leased premises without being deemed guilty of any trespassing.

In the event any report or payment in full required under this Lease is not submitted on or before the date specified, the Lessee will owe the Authority \$100 in late reporting fees. In the event full payment of all rentals due shall not be made to the Authority within fifteen (15) days after the date on which such payment becomes due, there shall be a late charge payment of ten percent (10%) of the amount due.

The failure of Authority in any one or more instances to insist on the strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Authority of any rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Authority of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Authority.

If Authority retains attorneys, auditors, or others to assist it in the collection of any sums due hereunder, which are not paid on the due date, or to enforce any of the provisions of this Lease or to seek its termination, Lessee shall pay reasonable enforcement, collection, attorney's fees, auditor costs, or other costs incurred, whether or not suit is necessary. If a legal action is filed to collect any sums falling due hereunder, to enforce any provisions hereof or to terminate this Lease, Lessee shall pay all costs, expenses and charges incurred in said proceedings, including costs incurred for any appeals.

It is expressly agreed and understood that this section is a material part of this Lease and that the Authority entered into this Lease and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this section.

SECTION XX END OF TERM

Upon expiration or sooner termination of this Lease, Lessee shall be allowed a period of fifteen (15) days in which to remove all personal property, and Lessee shall surrender possession of the land and improvements in as good state and condition as reasonable use and wear will permit.

SECTION XXII PARAGRAPH HEADINGS

The paragraph headings on this Lease are intended for convenience only and shall not be taken into consideration in construction or interpretation of the Lease or any of its provisions.

SECTION XXIII ENTIRE AGREEMENT

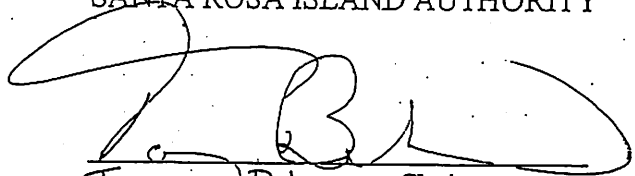
Except as provided below, this instrument constitutes the entire agreement between Authority and Lessee on the subject of this Lease, and all prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this Lease are canceled and superceded by the provisions of this Lease.

SECTION XXIV WAIVER

Failure on the part of the Authority to complain of any action or nonaction on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by the Authority of any of its rights under this Lease. Further, the Authority and the Lessee covenant and agree that should the Authority at any time waive any provisions of this Lease as to any action by Lessee requiring Authority's consent or approval, the Authority shall not be deemed to have waived or render unnecessary Authority's consent or approval as to any subsequent similar act by Lessee.


IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8 day of January, ~~December~~, 2013. 2014

SANTA ROSA ISLAND AUTHORITY

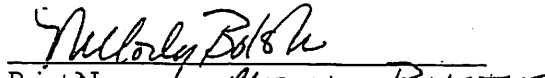

Tammy Bohannon Chairman


[SEAL]

ATTEST:


Janice Gilley, Secretary

WITNESSES AS TO
SANTA ROSA ISLAND AUTHORITY


Print Name: MELODY BOLSTER


Print Name: COURTNEY FELL

STATE OF FLORIDA)

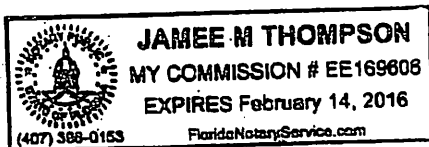
COUNTY OF ESCAMBIA)

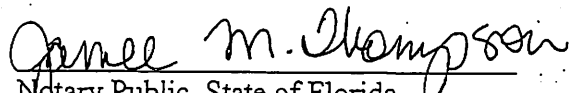
BEFORE ME, the undersigned Notary Public, personally appeared

Tammy Bohannon and Janice Gilley

who are personally known to me, and known to be the Chairman and the Secretary, respectively, of the SANTA ROSA ISLAND AUTHORITY, and they acknowledged that they have executed the foregoing instrument for and in the name of said AUTHORITY, as its Chairman and Secretary, and have caused its seal to be thereto affixed pursuant to due and legal action of said AUTHORITY authorizing them to do so, They did (did not) take an oath.

Given under my hand and official seal this 8 day of January, 2014, 2013.



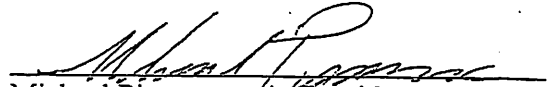

Notary Public, State of Florida
My Commission Expires:

[notary seal]

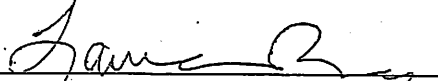
AS TO THE LESSEE:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20 day of December, 2013.


LESSEE:
SUNSET HOLDING COMPANY, INC.



Michael Pinzone, as its President

ATTEST:


Jaina Pinzone, Secretary

WITNESSES AS TO
SUNSET HOLDING COMPANY, INC.


Print Name: Tom Skowron

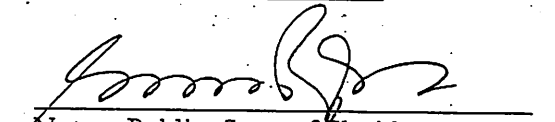

Print Name: Sharon Regan

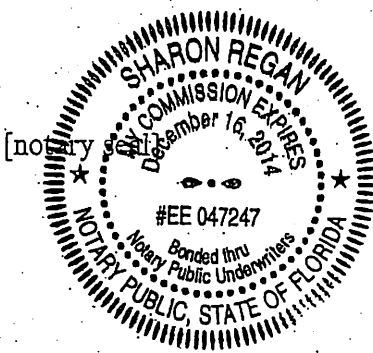
STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

BEFORE ME, the undersigned Notary Public, personally appeared Michael Pinzone, and Jaina Pinzone, who are personally known to me and known to be the President and Secretary, respectively, of the SUNSET HOLDING COMPANY, INC., a Florida corporation, and they acknowledged that they have executed the foregoing instrument on behalf of said corporation, and have caused its seal to be thereto affixed pursuant to due and legal action of said corporation. They did (did not) take an oath.

Given under my hand and official seal this 20 day of December, 2013.


Notary Public, State of Florida
My Commission Expires: 12-16-14

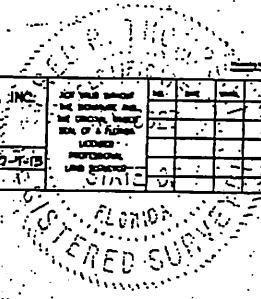


DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING INC.

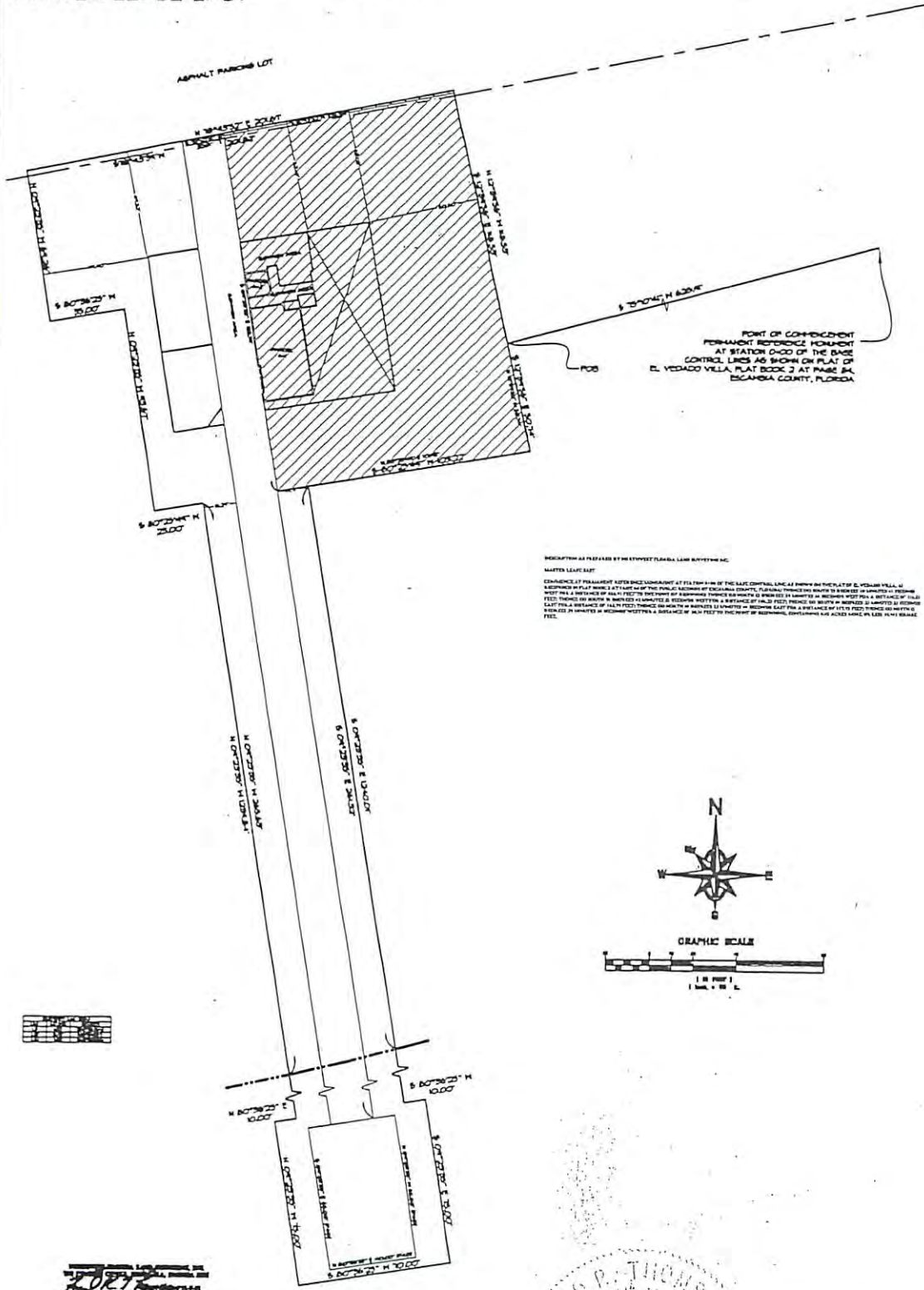
MASTER LEASE EAST

COMMENCE AT PERMANENT REFERENCE MONUMENT AT STATION 0+00 OF THE BASE CONTROL LINE AS SHOWN ON THE PLAT OF EL VEDADO VILLA, AS RECORDED IN PLAT BOOK 2 AT PAGE 84 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 75 DEGREES 10 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 628.91 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 12 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 118.53 FEET; THENCE GO SOUTH 78 DEGREES 43 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 108.33 FEET; THENCE GO SOUTH 09 DEGREES 23 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 165.79 FEET; THENCE GO NORTH 80 DEGREES 25 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 117.93 FEET; THENCE GO NORTH 12 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 50.74 FEET TO THE POINT OF BEGINNING. CONTAINING 0.43 ACRES MORE OR LESS 18,941 SQUARE FEET.

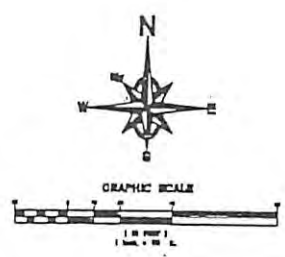
SPECIFIC PURPOSE SURVEY OF PENSACOLA BEACH FISHING PIER MASTER LEASE EAST	NORTHWEST FLORIDA LAND SURVEYING, INC. A PROFESSIONAL SERVICE CORPORATION	JOB TITLE GROUP NO. 0000000000 NO. 0000000000 NO. 0000000000 NO. 0000000000	NO. DATE DATE	REVISIONS
		PROFESSIONAL LAND SURVEYOR STATE OF FLORIDA	NO. DATE DATE	NO. DATE DATE
SCALE 1"=20' DRAWN JAS CHECKED PRT DATE 12-1-19				



**SPECIFIC PURPOSE SURVEY
OF PENSACOLA BEACH FISHING PIER
MASTER LEASE EAST**



DESCRIPTION AS PREPARED BY THE SOUTHWEST FLORIDA LAND SURVEYING, INC.
MASTER LEASE EAST
 COMMENCEMENT AT PERMANENT MONUMENT AT STATION 0+00 OF THE BASE CONTROL LINES AS SHOWN ON PLAT OF E. VEDADO VILLA, PLAT BOOK 3 AT PAGE 84, ESCAMBA COUNTY, FLORIDA.



RED P. THOMAS
 SURVEYOR
 REGISTERED SURVEYOR

DATE 12-7-15	SHEET NO. 1	PROJECT SPECIFIC PURPOSE SURVEY OF PENSACOLA BEACH FISHING PIER MASTER LEASE EAST	DRAWN BY JAS	CHECKED BY PRT	DATE 12-7-15	REVISIONS	
						NO.	DESCRIPTION

NW NORTHWEST FLORIDA LAND SURVEYING, INC.
 A PROFESSIONAL SERVICE ORGANIZATION
 1111 W. 1st St. Pensacola, FL 32501
 (904) 433-1111

Blumberg No. 5208
EXHIBIT
22

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING INC.

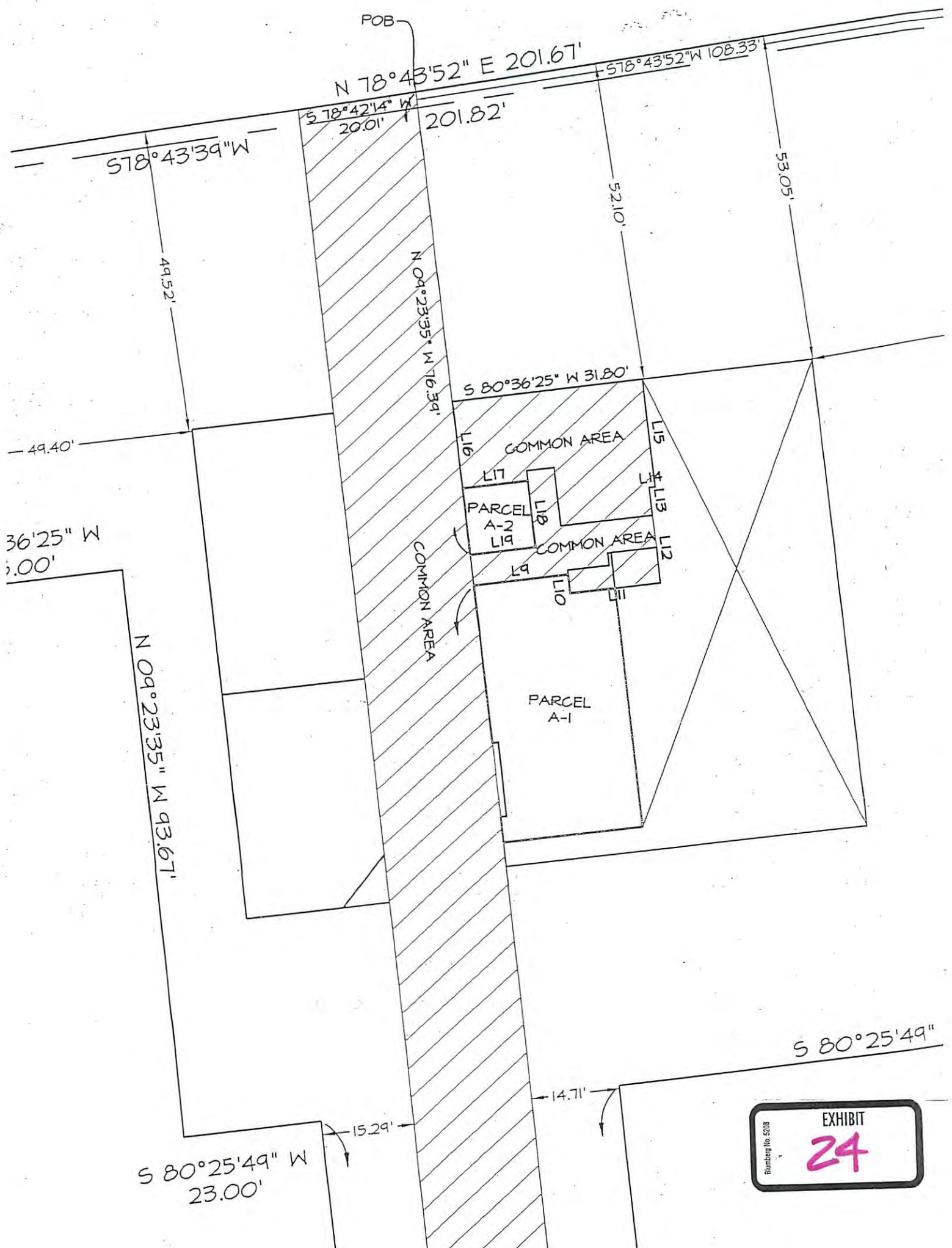
MASTER LEASE EAST

COMMENCE AT PERMANENT REFERENCE MONUMENT AT STATION 0+00 OF THE BASE CONTROL LINE AS SHOWN ON THE PLAT OF EL VEDADO VILLA, AS RECORDED IN PLAT BOOK 2 AT PAGE 84 OF THE PUBLIC RECORDS OF ESCAMBLA COUNTY, FLORIDA; THENCE GO SOUTH 75 DEGREES 10 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 628.91 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 12 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 118.53 FEET; THENCE GO SOUTH 78 DEGREES 43 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 108.33 FEET; THENCE GO SOUTH 09 DEGREES 23 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 165.79 FEET; THENCE GO NORTH 80 DEGREES 25 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 117.93 FEET; THENCE GO NORTH 12 DEGREES 39 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 50.74 FEET TO THE POINT OF BEGINNING. CONTAINING 0.43 ACRES MORE OR LESS 18,941 SQUARE FEET.

SPECIFIC PURPOSE SURVEY OF PENSACOLA BEACH FISHING PIER MASTER LEASE EAST	NORTHWEST FLORIDA LAND SURVEYING, INC. A PROFESSIONAL SERVICE ORGANIZATION 1100 W. 10th Street Pensacola, Florida 32506	DATE: 1-20-15	DRAWN BY: JAS	CHECKED BY: MPT	DATE: 1-12-15	STATE OF: FLORIDA	REVISIONS
		SCALE: 1"=20'	PROJECT:	SHEET:	TOTAL SHEETS:	NO. OF SHEETS:	NO. OF SHEETS:



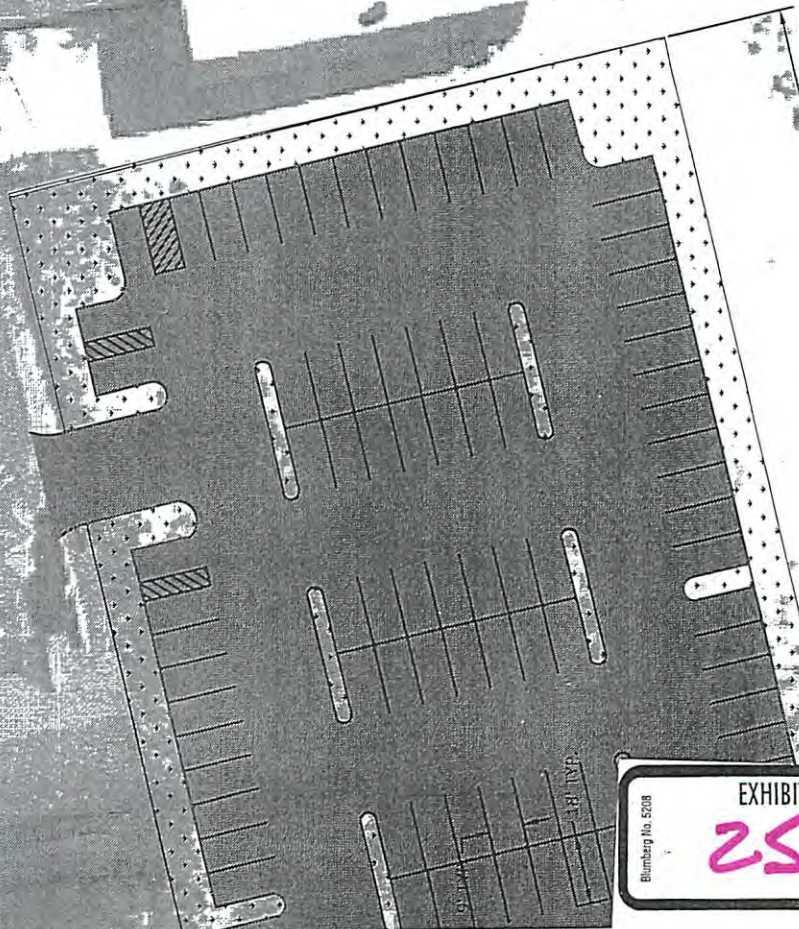
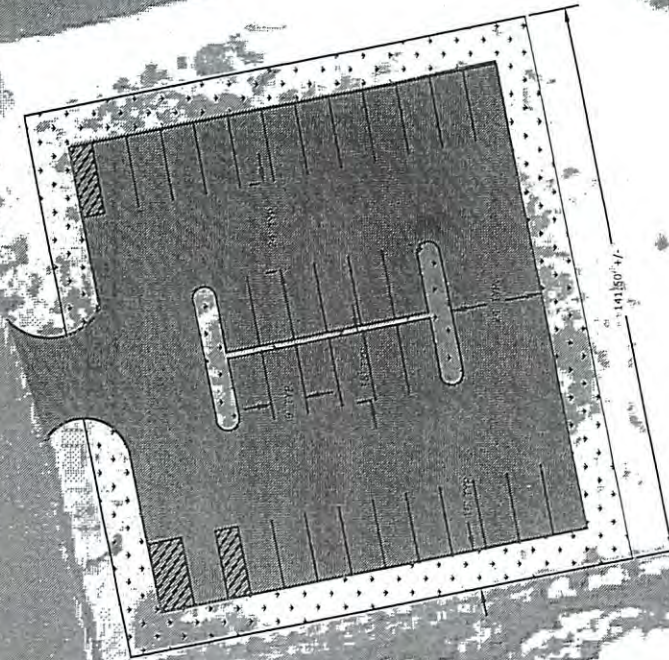
Blumberg No. 5208
EXHIBIT
23



Blumberg No. 5208

EXHIBIT

24



Blumberg No. 5708

EXHIBIT

25



concession
Fish
Sandwich
FILE

APR 23 2000

SANTA ROSA ISLAND
AUTHORITY

THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

SITE PLAN DEVELOPMENT ORDER
with Concurrency Certification

(over)
Project: Pensacola Beach Pier Renovations
Location: 41 Fort Pickens Road
Property Reference #: 28-2S-26-2000-000-011
Special Flood Hazard Area: VE (13 + 3)

Future Land Use: MU-5
Zoning District: Rec/R-PB
Development Review #: 06101345

PROJECT DESCRIPTION

Construction of an 8400 sq.ft. (footprint) 2-story building over the north end of the existing fishing pier within a 2.28-acre lease area on Pensacola Beach. The renovations will replace a mobile diner and other temporary facilities to create an arcade, provide retail and office space, and construct a restaurant with both indoor and outdoor seating. The minimum 108 paved parking spaces required by the new facilities have been allocated by the SRIA from the "commercial core" public parking and will utilize the existing paved accesses to Fort Pickens Road. An existing on-site retention pond will accommodate the increased site impervious cover. No "protected" trees will be removed from the site. Potable water and sanitary sewer will be provided through connections to ECUA systems.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of issuance. Site plan approval and concurrency shall ~~expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for.~~ After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.
2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.



3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
4. All state and/or federal permits or proof of exemption must be obtained prior to the issuance of an Escambia County Building Permit, with a copy provided to the County.
5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

SPECIAL PROJECT CONDITIONS

1. Site signs must obtain review and written approval by the Santa Rosa Island Authority (SRIA) prior to county permitting. Freestanding signs must maintain visual clearance along rights-of-way and at intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, constructing, altering, or relocating any site signage.
2. Regardless of the issuance of a building permit or pre-construction site work permit, an Escambia County land disturbance permit is required whenever sand, limestone, white dolomite or other construction aggregate is proposed to be imported onto or transferred on Perdido Key or Santa Rosa Island. A permit application shall be obtained from the Neighborhood and Environmental Services Department (NESD).
3. A Florida Department of Environmental Protection (FDEP) Coastal Construction Control Line (CCCL) permit approving construction southward of the CCCL must be obtained prior to the issuance of an Escambia County Building Permit and prior to any land disturbing activities south of the CCCL, with a copy provided to the Neighborhood and Environmental Services Department.

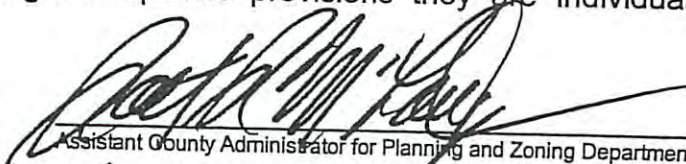

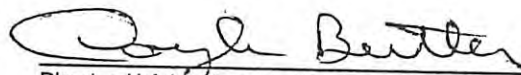
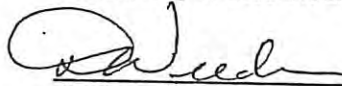


4. This Development Order does not verify or grant zoning compliance required by the State of Florida for the sale of alcoholic beverages. Specific locational criteria (LDC 7.14.00) apply, and compliance verification typically requires a site inspection. Verifications for such sales may be requested through the Planning and Zoning Department.
-



Development Review Committee (DRC) Final Determination

Having completed development review of the **Pensacola Beach Pier Renovations** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC members make the following final determinations regarding the specific provisions they are individually charged with administering:

<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial	 Assistant County Administrator for Planning and Zoning Department	4-4-07 Date
<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial	 Director, Engineering Department	4-4-07 Date
<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial	 Director, Neighborhood and Environmental Services Department	4-4-07 Date
<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial	 Director, Building Inspections Department	4-4-07 Date

In consideration of the individual determinations of the Development Review Committee members as recorded herein above, the final determination by the Committee for the site plan application referenced herein is:

- Approved** All DRC members approved the application. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Denied** One or more of the DRC members denied the application. The applicant may appeal the members' decision within 15 days from the date above to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.





FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Beaches and Coastal Systems
3900 Commonwealth Blvd., Mail Station 300
Tallahassee, Florida 32399-3000
Telephone (850) 488-7708

NOTICE TO PROCEED

Permittee Name:

Santa Rosa Island Authority
c/o Chris Cadenhead, President
Sunset Holdings, Inc.
543 Harbour Boulevard, Suite 501
Destin, Florida 32451

Permit Number: ES-453 M1

Permit Expires: January 12, 2008

You are hereby granted final authorization to proceed with the construction or activities authorized by this notice. Authorized work must conform with the project description, approved plans, and all conditions of Chapter 62B-33, Florida Administrative Code, and any preconstruction requirements.

Project Description: Construct a 1,470-foot (1,200 feet over submerged lands and 270 feet over uplands) long by 22-foot wide pier including a 60-foot by 64-foot terminal T-platform on the seaward end of the pier, a 60-foot by 34.5-foot T-platform midway on the pier and a 70-foot by 50-foot concession pavilion (over the upland) near the landward end of the pier. The proposed pier is to be built with concrete piles, concrete pile caps, concrete beams, and wood decking at elevation +26.0 feet (NGVD). Construction of two-story addition and improvements to existing pier concession pavilion and other structures/activities.

Project Location: Between approximately 100 feet and 300 feet east of the Department of Environmental Protection's reference monument R-120, in Escambia County. Project address: 41 Forth Pickens Road, Pensacola Beach.

Special Instructions: The permittee shall comply with all permit conditions.

Questions regarding this notice should be directed to the undersigned at the above address.



Rolando Gómez, Permit Manager

5/4/07

Date

RECEIVED

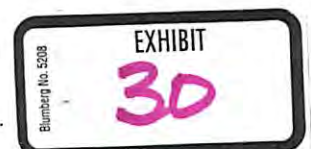
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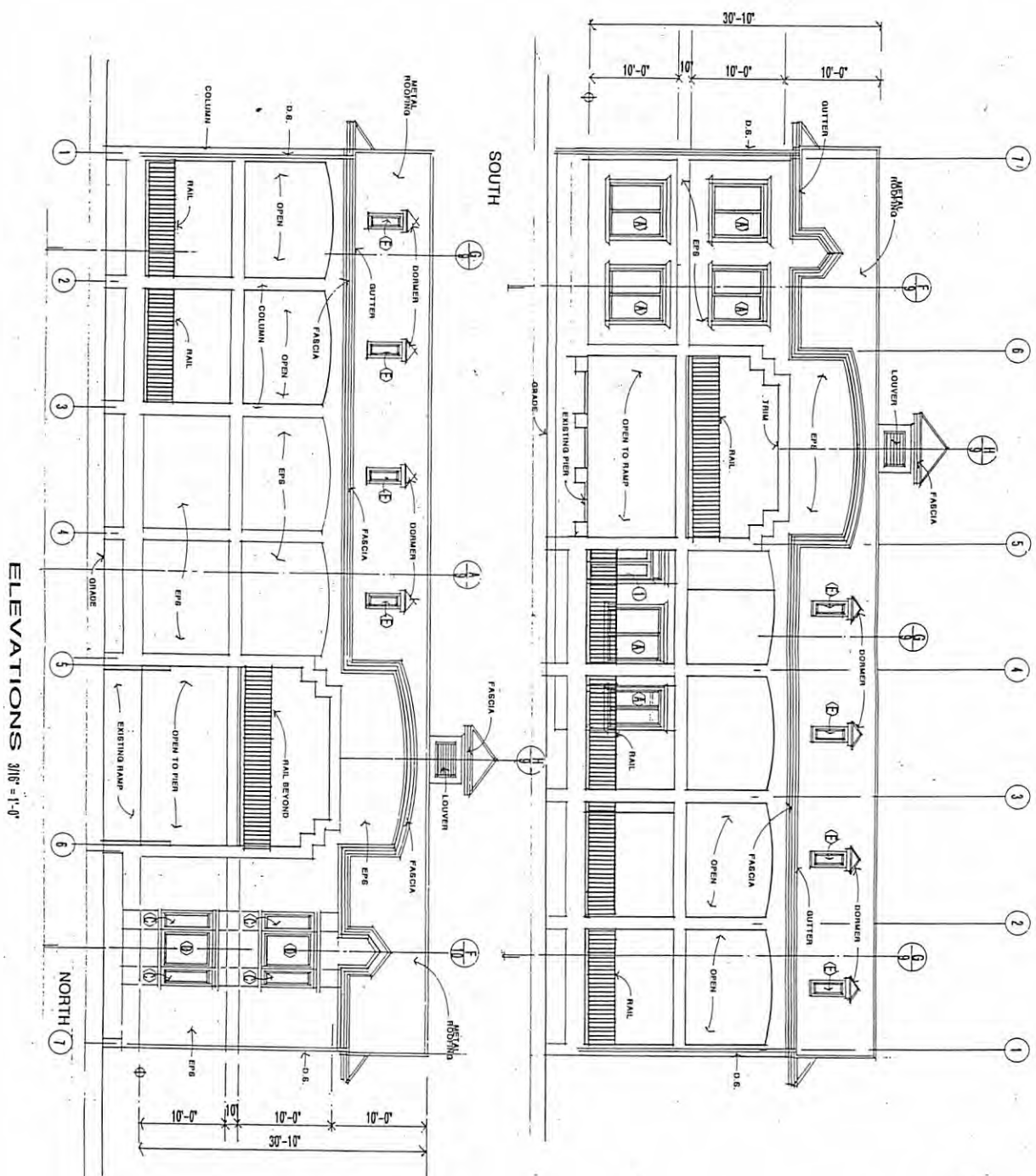
SANTA ROSA ISLAND
AUTHORITY

RG/sc

cc: Permit File
Permit Information Center
Reginald Bradley, Field Inspector
Santa Rosa Island Authority, Property Owner
Santa Rosa Island Authority Building Official

Post Conspicuously on the Site





ELEVATIONS 3/16" = 1'-0"

RECEIVED
 ARCHITECTURAL
 DEPARTMENT
 9/28/06

DATE 9/28/06
 JOB NO. 906
 REVISED

PENSACOLA BEACH
 GOLF PIER
 A COMMONS FACILITY

GREGORY R. UZDEVENS, ARCHITECT
 918 E. CERVANTES ST.
 850-432-5200 BUILDING 438-4946

Blumberg No. 5208
 EXHIBIT
 31

8 SHEET OF 20

FLA REG 6829
 ARCHITECT