

AGENDA  
ESCAMBIA COUNTY BOARD OF ADJUSTMENT  
November 15, 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 October 18, 2017, Board of Adjustment Meeting Minutes.
6. **Consideration of the following cases:**
  - A. **Case No.: V-2017-08**  
Address: 1333 La Paz Street  
Request: Variance to reduce the side yard setback for a dock from 10' to 5'  
Requested by: O. David Chunn, Jr. and Lori Chunn, Owners
  - B. **Case No.: CU-2017-11**  
Address: 2700 Block Century Boulevard  
Request: Conditional Use to construct a 350 foot telecommunications tower in Rural Residential (RR) zoning district  
Requested by: Mary Palmer, Agent for Daniel and Deborah Carpenter, Owner
  - C. **Case No.: CU-2017-12**  
Address: 6919 Pensacola Boulevard

Request: Conditional Use to allow the sale of alcohol within 1000' of a place of worship

Requested by: Jay Patel, Owner of Pavarti Lodging LLC

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, December 20, 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: 11/15/2017

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Attachments

Draft October 18, 2017 Board of Adjustment Resume Meeting Minutes

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# DRAFT

## RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD October 18, 2017

CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(8:30 A.M. – 10:43 A.M.)  
(10:51 A.M. - 12:33 P.M.)

Present: Auby Smith  
Bill Stromquist  
Walker Wilson  
Judy Gund  
Michael Godwin

Absent: Frederick J. Gant  
Jennifer Rigby

Staff Present: Kristin Hual, Assistant County Attorney  
Horace Jones, Director, Development Services  
Andrew Holmer, Division Manager, Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
John Fisher, Senior Urban Planner, Planning & Zoning  
Allyson Cain, Urban Planner, Planning & Zoning  
Denise Halstead, Administrative Supervisor  
Kayla Meador, Sr Office Assistant

### REGULAR BOA AGENDA

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.  
  
Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Michael Godwin  
  
Motion was made to accept the October 18, 2017, BOA Meeting Packet.  
**Vote:** 5 - 0 Approved
4. Proof of Publication and waive the reading of the legal advertisement.  
  
Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Judy Gund  
  
The Clerk provided proof of publication and motion was made to accept.  
**Vote:** 5 - 0 Approved
5. Approval of Resume Minutes.
  - A. Approval of August 16, 2017 Board of Adjustment Meeting Minutes.  
  
Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Judy Gund  
  
Motion was made to approve the August 16, 2017, Resume Minutes.  
**Vote:** 5 - 0 Approved
6. **Consideration of the following cases:**
  - A. **Case No.: CU- 2017-10**  
Address: 2410 Langley Avenue  
Request: to allow kennels or animal shelters not interior to veterinary clinics in HC/LI-NA zoning.

Requested by: For Dogs of NW FLA, Inc. / Micheal W. Milner, 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 Board Member Judy Gund

Motion was made to agree with Staff Findings and approve the Conditional Use with the understanding that they must comply with the Site Plan Review process.

**Vote:** 5 - 0 Approved

B. **Case No.: V-2017-07**

Address: 1929 Winners Circle

Request: variance of 42 inches, (3.5 feet), to the accessory structure setback minimum 5 feet requirement in the Land Development Code.

Requested by: Austin S. Horst, 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 Board Member Judy Gund, Seconded by Vice Chairman Bill Stromquist

Motion was made to accept Staffs Findings and approve the Variance.

**Vote:** 5 - 0 Approved

C. **CASE NO.:AP-2017-02**

**ADDRESS:11400 Blk. Gulf Beach Hwy.**

**REQUESTED APPEAL:** An appeal of a compatibility decision by the Planning Official

**REQUESTED BY:** David Theriaque, Agent for Teramore Development, LLC and Shu Shurett and Leo Huang, Owners

Judy Gund, Walker Wilson, Michel Godwin, and Bill Stromquist 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 Board Member Judy Gund, Seconded by Board Member Michael Godwin

Motion was made to accept binder prepared by applicant into evidence.

**Vote:** 5 - 0 Approved

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Judy Gund

Motion was made to accept Allara Gutchner as expert witness.

**Vote:** 5 - 0 Approved

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Judy Gund

Motion was made to deny the appeal of the Planning Official's Determination based on competent and substantial evidence presented by the expert witnesses.

**Vote:** 5 - 0 Approved

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, November 15,2017 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:** 11/15/2017  
**CASE:** V-2017-08  
**APPLICANT:** O. David Chunn, Jr. and Lori Chunn, Owners  
**ADDRESS:** 1333 La Paz St.  
**PROPERTY REFERENCE NO.:** 08-2S-31-4000-000-038  
**ZONING DISTRICT:** MDR, Medium Density Residential district  
**FUTURE LAND USE:** MU-S, Mixed-Use Suburban

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### SUBMISSION DATA:

#### REQUESTED VARIANCE:

The Applicants are requesting a variance to reduce the side yard setback for a dock from 10' to 5'.

#### RELEVANT AUTHORITY:

**Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: DSM  
Chapt 2, Article 3**

For any dock, boathouse structure, pier, or any part of extensions thereof, ***the minimum setback line from the side property lines and riparian lines shall be ten percent of the width of the lot where the side property lines intersect the mean high water line (MHWL)*** (see exception in "f", below). However, the minimum setback shall not be less than five feet and a maximum of twenty five feet on each side. This setback requirement is not intended to define an upland property owner's riparian and/or littoral rights.

#### 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 existing dock was built in the footprint of a dock that was destroyed in Hurricane

Ivan. While the previous owner rebuilt the dock prior to the Applicant's purchase of the property in 2015, the rebuild did not meet the current setback and was done without permitting from the County. The length of time from the destruction to the rebuild exceeded the 365 day window to replace a non-conforming structure following an act-of-God.

#### **CRITERION (2)**

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

#### **FINDINGS-OF-FACT**

The Applicant's bought the property without knowledge that the dock had been rebuilt without permitting. They did not create the non-conforming status that requires a variance to allow permitting.

#### **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 this request would allow the dock in a historical footprint in the same manner as other properties in the area.

#### **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 code in this instance would create an undue and unearned practical hardship for the Applicants.

#### **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 necessary to allow permitting of this existing 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:**

A variance allowing this dock to remain within the historical footprint should not be detrimental to the public welfare.

**STAFF RECOMMENDATION****STAFF RECOMMENDS:**

Staff finds that this variance request does meet all of the required criteria for granting of a variance.

**BOA DECISION****BOARD OF ADJUSTMENT FINDINGS:**

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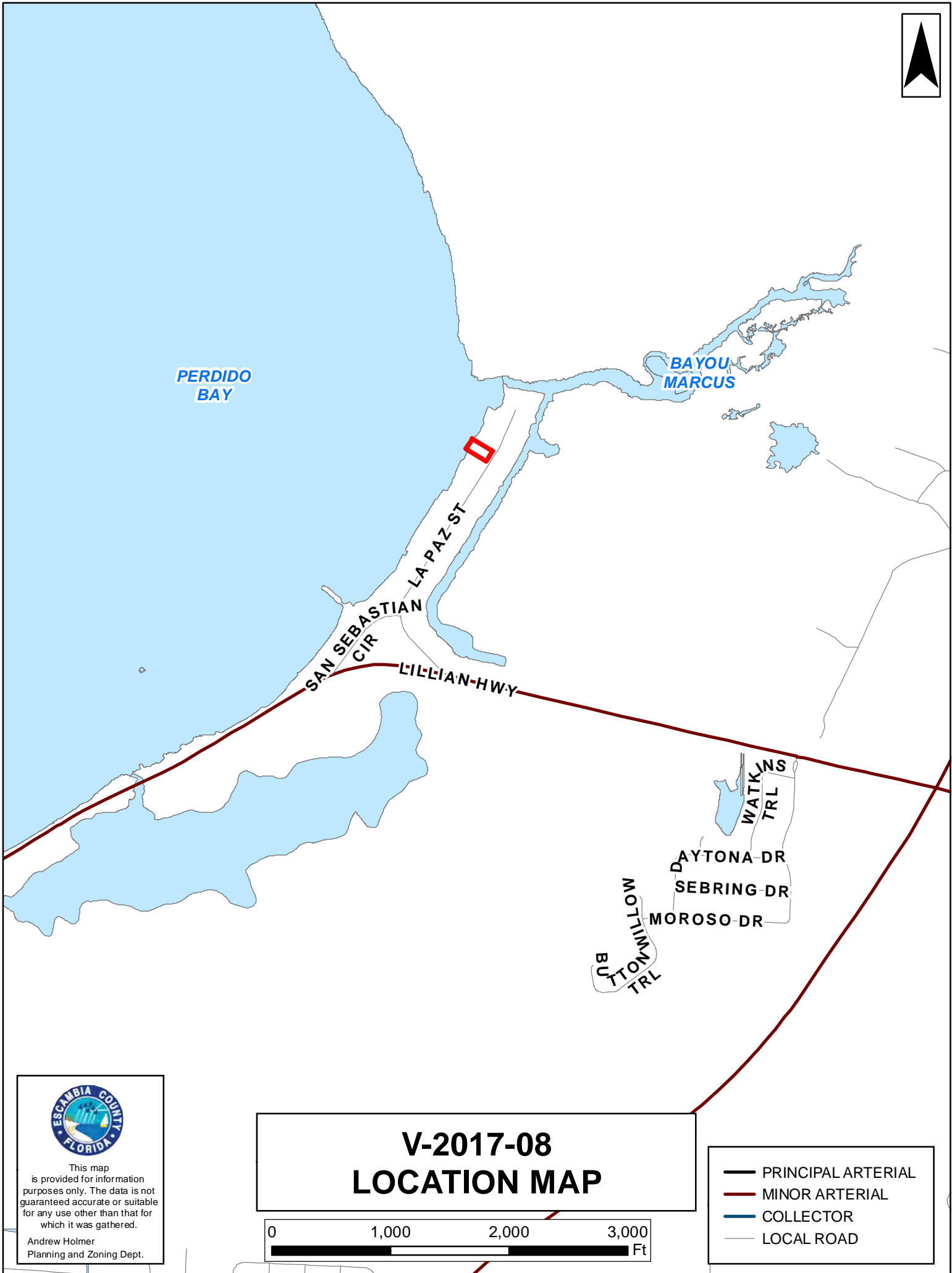
**Attachments**

V-2017-08

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**V-2017-08**



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

Andrew Holmer  
Planning and Zoning Dept.

## V-2017-08 LOCATION MAP

0 1,000 2,000 3,000  
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



PERDIDO  
BAY

BAYOU  
MARCUS

Con

Con

Con

Con

MDR

MDR

MDR

MDR

LA PAZ ST

LA PAZ ST



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

Andrew Holmer  
Planning and Zoning Dept.

# V-2017-08 500' RADIUS ZONING

0 200 400 600  
Ft

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



PERDIDO  
BAY

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

Andrew Holmer  
Planning and Zoning Dept.

## V-2017-08 FUTURE LAND USE

0 200 400 600  
Ft

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



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

Andrew Holmer  
Planning and Zoning Dept.

## V-2017-08 AERIAL MAP

0 50 100 150  
Ft

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



Public Hearing Sign



Looking West



Looking West



Looking North



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: V-2017-08 Accepted by: \_\_\_\_\_ BOA Meeting: 11/15/17

Condition Use Request for: \_\_\_\_\_

Variance Request for: Dockside setback

#### 1. Contact Information:

A. Property Owner/Applicant: O. David Chunn, Jr and Lori Chunn

Mailing Address: 1333 La Paz Street, Pensacola, FL

Business Phone: — Cell: 205-306-1888 32506

Email: odchunn@gmail.com

B. Authorized Agent (if applicable): n/a

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: 1333 La Paz Street, Pensacola, FL

Parcel ID (s): Account # 093197000 32506

Ref # 08-28-31-4000-000-038

B. Total acreage of the subject property: approx. 1/2 acre or 20,000

C. Existing Zoning: Residential MDR Sq. Ft.

FLU Category: MU-S

D. Is the subject property developed (if yes, explain): yes, house was built in 1999

E. Sanitary Sewer: ✓ Septic: \_\_\_\_\_

See Addendum

Last Updated: 01/14/16

**3. Amendment Request**

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

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- 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.

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

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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.

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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.

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

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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.

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## 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 Concurrence 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  
Lori Chun  
Signature of Owner

O. David Chun, Jr.  
Printed Name Owner/Agent  
Lori Chun  
Printed Name of Owner

10/02/17  
Date  
10-2-17  
Date

STATE OF FLORIDA COUNTY OF Escambia The foregoing instrument was acknowledged before me this 2nd day of October 20 17, by \_\_\_\_\_.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: D.L.

Kayla Renae Meador  
Signature of Notary

Kayla Renae Meador  
Printed Name of Notary (notary seal)



## **ADDENDUM TO BOARD OF ADJUSTMENT APPLICATION FOR CONDITIONAL USE/VARIANCE**

### **3. Amendment Request**

A. The applicant (current property owners) purchased the subject property on September 30, 2015 and the sellers of the subject property failed to disclose to the applicant the previously built dock was unpermitted and not built within Escambia County Building Code. The current dock was originally built in 1999 (see attached survey) and was completely destroyed by hurricane Ivan in September 2004. The subject dock was re-built in the same exact location in 2015 to enhance the sale of the property. The dock was re-built 5 feet away from the south lot line and is not within current Escambia County Building Code therefore the applicant is requesting a variance.

The requested variance is necessary and appropriate due to the applicant will be forced to incur excessive expenses of approximately \$10,000 to destroy the current dock and an additional approximately \$15,000 to re-build the dock in another location on the subject property.

### **B. Variance Request**

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 applicant (current property owners) purchased the subject property on September 30, 2015 and the sellers of the subject property failed to disclose to the applicant that the previously built dock was unpermitted. The applicant was made aware of the unpermitted dock at application of a building permit in 2016. The current dock has been historically at the same location since 1999 and before hurricane Ivan and was re-built by the previous owners of the property after the dock was destroyed by hurricane Ivan.
2. The special conditions and circumstances do not result from the actions of the applicant. The previous owners of the property failed to disclose to the applicant (current owners) at the sale of the property that the dock was unpermitted. In February of 2016, the applicant contacted the previous owners and they stated the dock was re-built in March of 2015 after hurricane Ivan destroyed the previous dock. The applicant was never given any notice or disclosure by the sellers of the property at the sale of the property (September of 2015) that an unpermitted dock existed on the property.
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. The applicant did NOT build an unpermitted dock and is simply trying to resolve the problem that is the result of the previous owner's actions and negligence. The applicant will be placed in undue hardship if the

variance is not approved due to the applicant will incur expenses in excess of \$25,000 from the negligence of the previous owners.

4. The 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. Properties in the same zoning district have docks in the same location (within 5 feet or less of the lot line) and the other property owners have not been forced to remove and re-build their docks due to strict application of the code. The applicant would be forced to incur expenses of approximately \$10,000 to destroy the current dock and an additional expense of approximately \$15,000 to re-build the dock in another location on the subject property.
5. The variance granted is the minimum that will make the reasonable use of the land, building or structure. If the variance is granted, the applicant will not incur any additional expenses or undue hardship to destroy and rebuild the dock. In addition, the variance will prevent Escambia County from incurring any additional expenses or place additional workload on their staff.
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 variance will continue the rights of peaceful and quiet enjoyment of adjoining property owners and other property owners in the subdivision. The variance will not be injurious to other property owners or detrimental to the public welfare due to the dock has historically been in the same location since 1999 and other property owners and the public at large have never complained about the location of the dock since 1999.

Prepared by:  
Southern Guaranty Title Company  
4400 Bayou Boulevard, Suite 13B  
Pensacola, Florida 32503

File Number: 151607

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015075379 10/06/2015 at 09:16 AM  
OFF REC BK: 7416 PG: 566 - 566 Doc Type: WD  
RECORDING \$10.00 Deed Stamps \$0.70

## General Warranty Deed

Made this September 30, 2015 A.D. By Sarah L. McCurdy, an unmarried widow, (life estate), 146 Deer Valley Drive, DeFuniak Springs, FL 32433, hereinafter called the grantor, to Oscar David Chunn, Jr. and Deloris Lehmann Chunn, husband and wife, whose post office address is: 1333 LaPaz Street, Pensacola, FL 32506, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 38, Santa Marina, as per plat thereof, recorded in Plat Book 5, Page 86, of the Public Records of Escambia County, Florida

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 082S31-4000-000-038

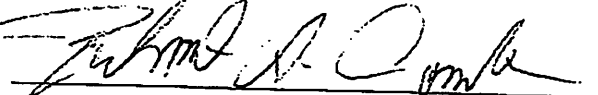
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

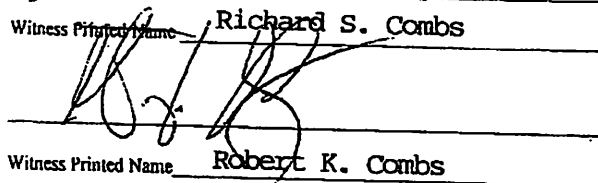
**To Have and to Hold**, the same in fee simple forever.

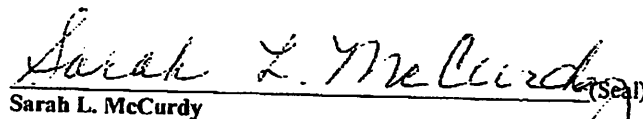
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Printed Name: Richard S. Combs

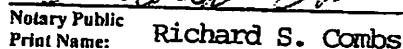
  
Witness Printed Name: Robert K. Combs

  
Sarah L. McCurdy (Seal)

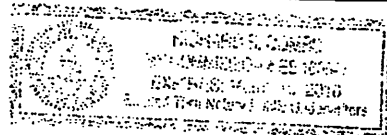
(Seal)

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 30th day of September, 2015, by Sarah L. McCurdy, who is/are personally known to me or who has produced FL D.I. as identification.

  
Notary Public  
Print Name: Richard S. Combs

My Commission Expires:



Prepared by:  
Southern Guaranty Title Company  
4400 Bayou Boulevard, Suite 13B  
Pensacola, Florida 32503

File Number: 151607

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015075875 10:06:2015 at 09:16 AM  
OFF REC BK: 7416 PG: 564 - 565 Doc Type: WD  
RECORDING: \$18.50 Deed Stamps \$2926.00

## General Warranty Deed

SEAL 30

Made this July 29, 2015 A.D. By Lisa McCurdy Fagan formerly Lisa M. Tourtelot, Sole Surviving Trustee of the Richard H. Tourtelot and Lisa M. Tourtelot Revocable Trust dated 01-25-1996, 29 Amberhill, Irvine, CA 92602, hereinafter called the grantor, to Oscar David Chunn, Jr. and Deloris Lehmann Chunn, husband and wife, whose post office address is: 1333 LaPaz Street, Pensacola, FL 32506, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 38, Santa Marina, as per plat thereof, recorded in Plat Book 5, Page 86, of the Public Records of Escambia County, Florida

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 082S31-4000-000-038

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Maria Gonzalez

Witness Printed Name Maria Gonzalez

Lisa McCurdy Fagan (Seal)  
Lisa McCurdy Fagan formerly Lisa M. Tourtelot, Trustee

Grace Hurn

Witness Printed Name Grace Hurn

State of California  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 29 day of July, 2015, by Lisa McCurdy Fagan formerly Lisa M. Tourtelot, Sole Surviving Trustee of the Richard H. Tourtelot and Lisa M. Tourtelot Revocable Trust dated 01-25-1996, who is/are personally known to me or who has produced see attached as identification.

Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

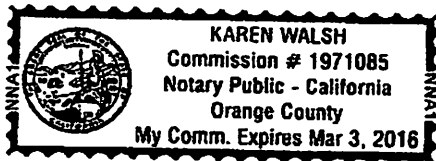
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On July 13, 2015 before me, Karen Walsh, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Lisa McCurdy Fagan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Karen Walsh  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: General Warranty Deed Document Date: \_\_\_\_\_  
 Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

# WALTERS LAND SURVEYING, INC.

A PROFESSIONAL SERVICE ORGANIZATION

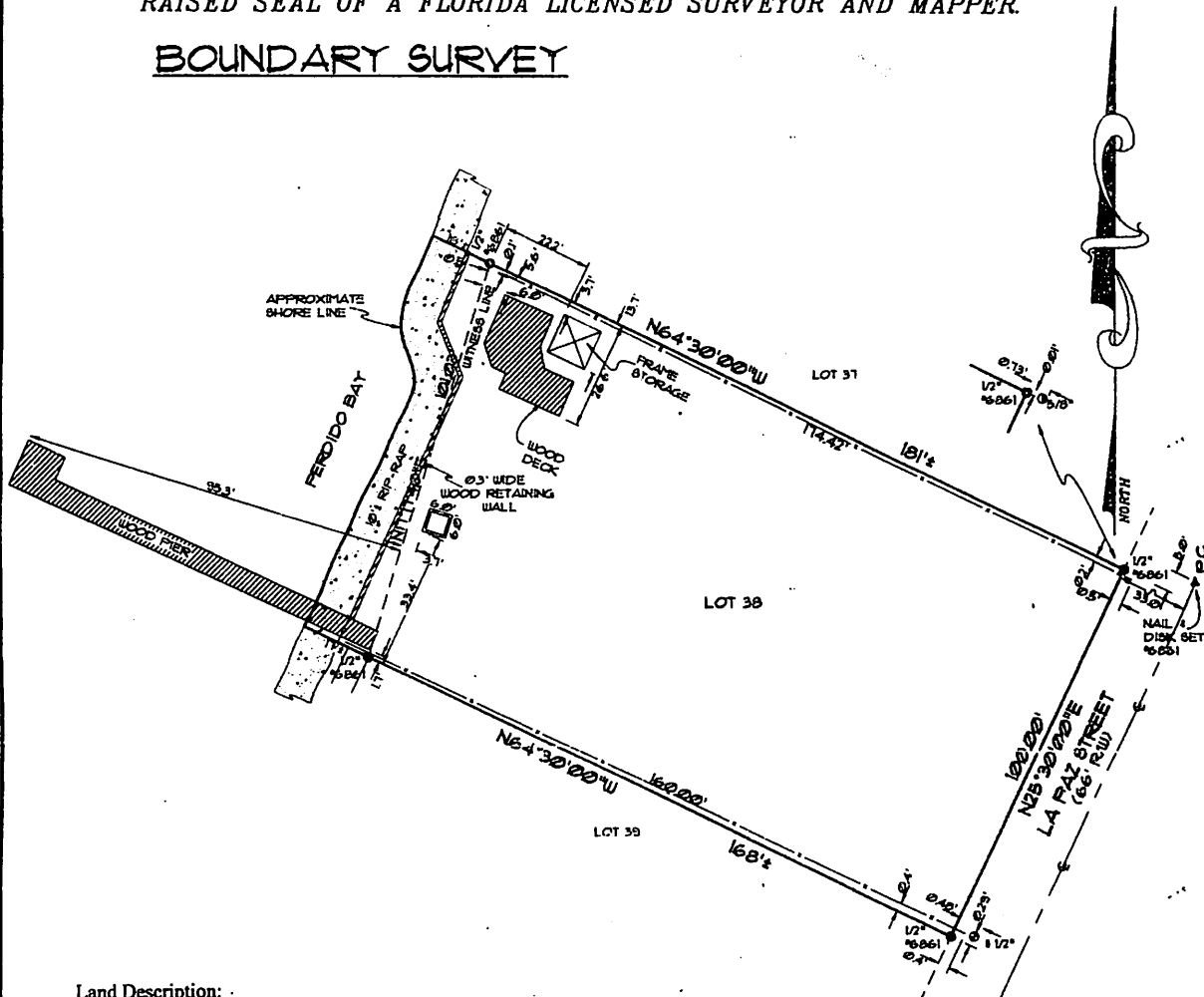
TELEPHONE NO.  
(850) 453-4443

7804 West Fairfield Drive  
Pensacola, FL 32506

FAX NO.  
(850) 453-2292

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

## BOUNDARY SURVEY



### Land Description:

Lot 38, Santa Marina, a subdivision of a portion of Section 8, Township 2 South, Range 31 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 5 at page 86, of the public records of said county.

### Source of Information: Recorded Plat.

All bearings and/or angles and distances are plat except as noted.

There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of Escambia County.

Footings, foundations or any other subsurface structures not located.

No title work performed by this firm.

Bearings are based on assumed datum, using North 25 degrees 30 minutes 00 seconds East along the right-of-way line of La Paz Street, as per plat.

### LEGEND:

① - 4" x 4" (P.M.) Permanent Reference Monument Found - 4" x 4" Concrete Monument Found - ② - Copied from Red Found - ③ - from Red Unnumbered Found - ④ - from Pipe Unnumbered Found  
⑤ - (P.C.P.) Permanent Control Point Found - Red & black Found - ⑥ - Copied from Red L.S. Marker Set - ⑦ - Utility Pole - ⑧ - Dry Anchor Wire - ⑨ - P.C. - aerial, Electric, Telephone, Cable Lines  
--- Chain Link Fence --- ⑩ --- Wire Fence --- ⑪ --- Road Fence --- ⑫ --- Right of Way B.S.L. - Building Setback Line C.O.C. - Corner - ⑬ - Centerline - ⑭ - Property Line P.O.L. - Point on Line  
P.C. - Point of Commencement P.O.B. - Point of Beginning P.C. - Point of Curvature P.T. - Point of Tangency P.I. - Point of Intersection P.R.C. - Point of Reverse Curvature P.C.C. - Point of Compound Curvature  
R - Radius Δ - Delta L - Length of Arc C - Chord CB - Chord Bearing T - Tangent (T) - Plat (B) - Description or Detail (A) - Actual (TYP) - Typical

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

LICENSED BUSINESS #8861  
STATE OF FLORIDA

JOB NO. 93-02-011 FILE NO. B-6781 SCALE: 1"=30'  
REQUESTED BY: SARAH McCURDY PREPARED FOR:  
DATE OF SURVEY: 2-9-93 ENCROACHMENTS: AS SHOWN  
FIELD BOOK: 336 PAGE: 16-18/81 REVISIONS:

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61C17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GARY F. BYRD, R.L.S. NO. 4400  
STATE OF FLORIDA

JOEL C. WALTERS, R.L.S. NO. 4082  
STATE OF FLORIDA

CAD FILE: 73021011  
PROJ. #: 73021011



NOT VALID UNLESS  
SEALED WITH AN  
EMBOSSSED SEAL

**Board of Adjustment****6. B.**

**Meeting Date:** 11/15/2017  
**CASE:** CU-2017-11  
**APPLICANT:** Mary Palmer, Agent for Daniel and Deborah Carpenter, Owner  
**ADDRESS:** 2700 Block Century Boulevard  
**PROPERTY REFERENCE NO.:** 27-4N-31-1000-000-003  
**ZONING DISTRICT:** RR, Rural Residential  
**FUTURE LAND USE:** Ag, Agriculture  
**OVERLAY DISTRICT:** N/A

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**SUBMISSION DATA:****REQUESTED CONDITIONAL USE:**

The applicant is seeking conditional use approval to construct a 350 foot telecommunications tower in Rural Residential (RR) zoning district.

**RELEVANT AUTHORITY:**

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section:3-2.3(c)(3)e Rural Residential district.

**(c) Conditional Use**

**e.** Public utility structures greater than 150 feet in height, and telecommunications towers of any height, excluding any industrial uses.

**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 agriculture. Most of the property in the area is currently zoned Agriculture and Rural Residential which are vacant parcels. The closest residential use in the area is over 500 feet from the cell tower location on the parcel.

#### **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**

Applicant states power is the only service that will be required. 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 does not appear to have a designated ingress/egress. All requirements for access will be 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 Fall Zone letter that states that the tower would not be a hazard to adjacent properties 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:**

The area currently is wooded as well as the adjacent parcels. There are no residential uses within 500 feet of the tower site.

**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:**

There are no residential uses within 500 feet of the tower site on the parcel. Applicant states any signage and lighting will be in regulations with the FAA and FCC regulations.

**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 project parcel has access from Century Blvd. and is a heavily wooded 252 (+/-) acres running north and south. It should accommodate the setbacks and height of the cell tower.

**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:**

Staff finds the proposed use will comply with all conditional use requirements of the zoning district and use.

**STAFF FINDINGS**

Staff recommends approval of this conditional use application.

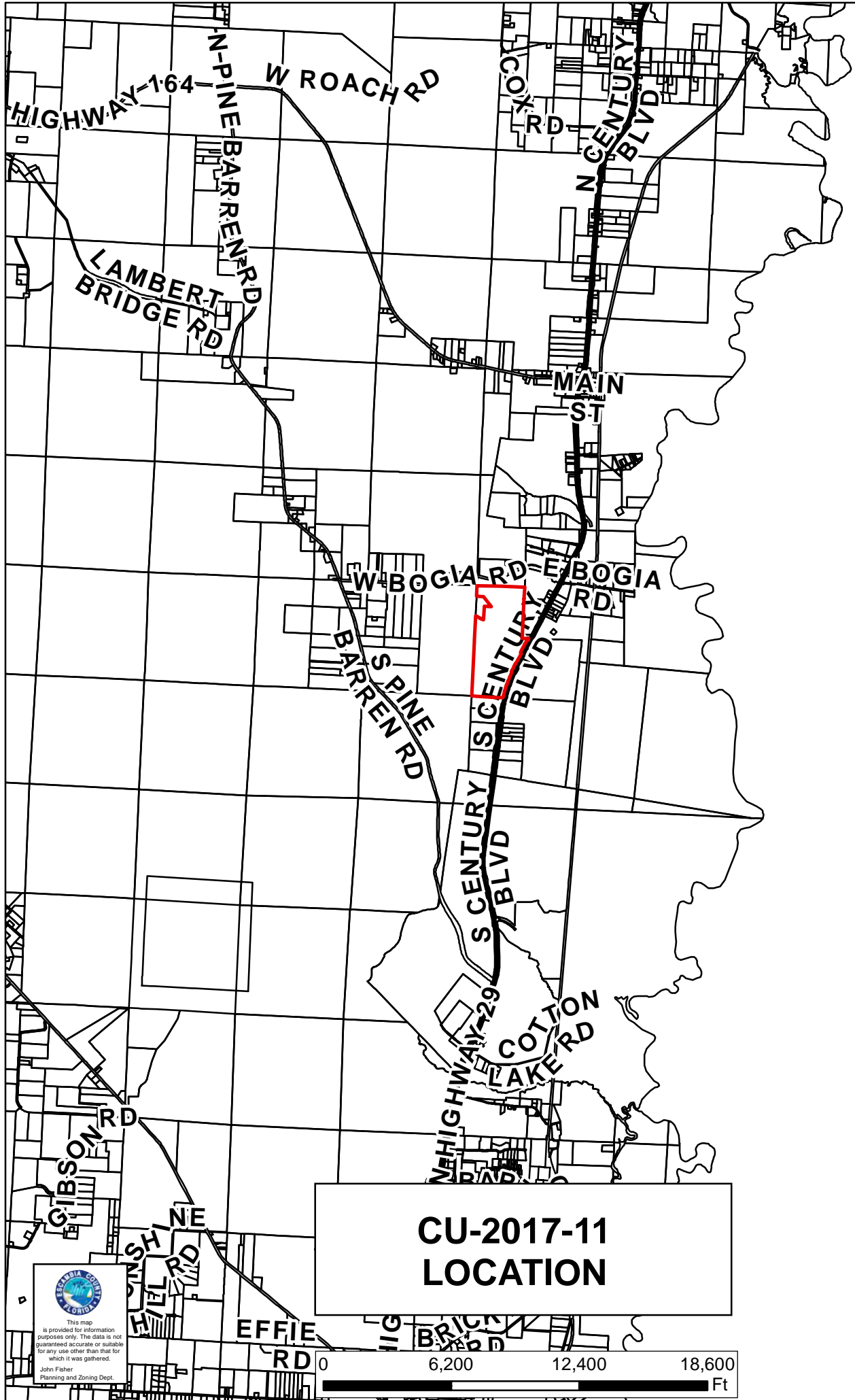
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**Attachments**


CU-2017-11






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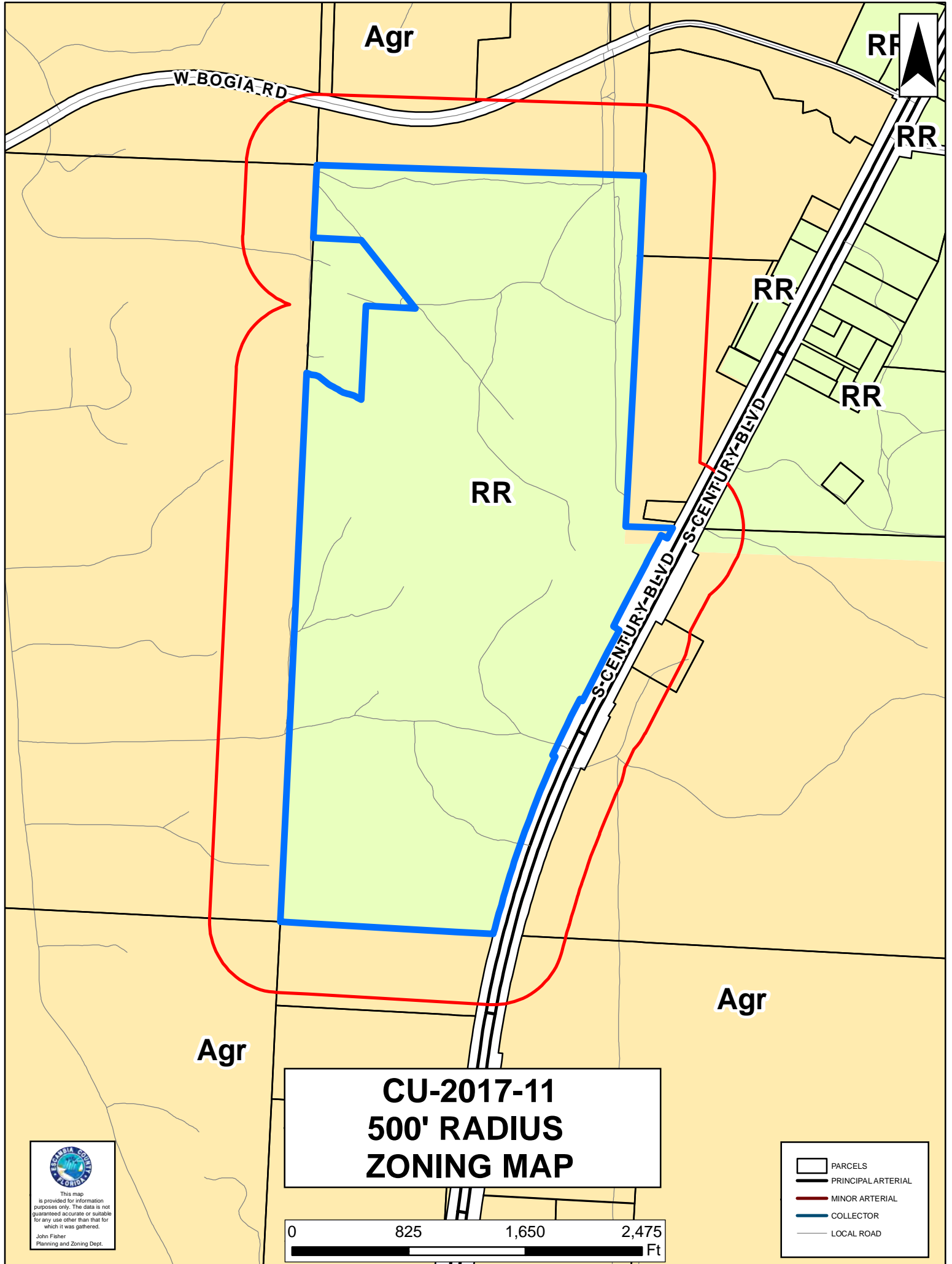
**CU-2017-11**

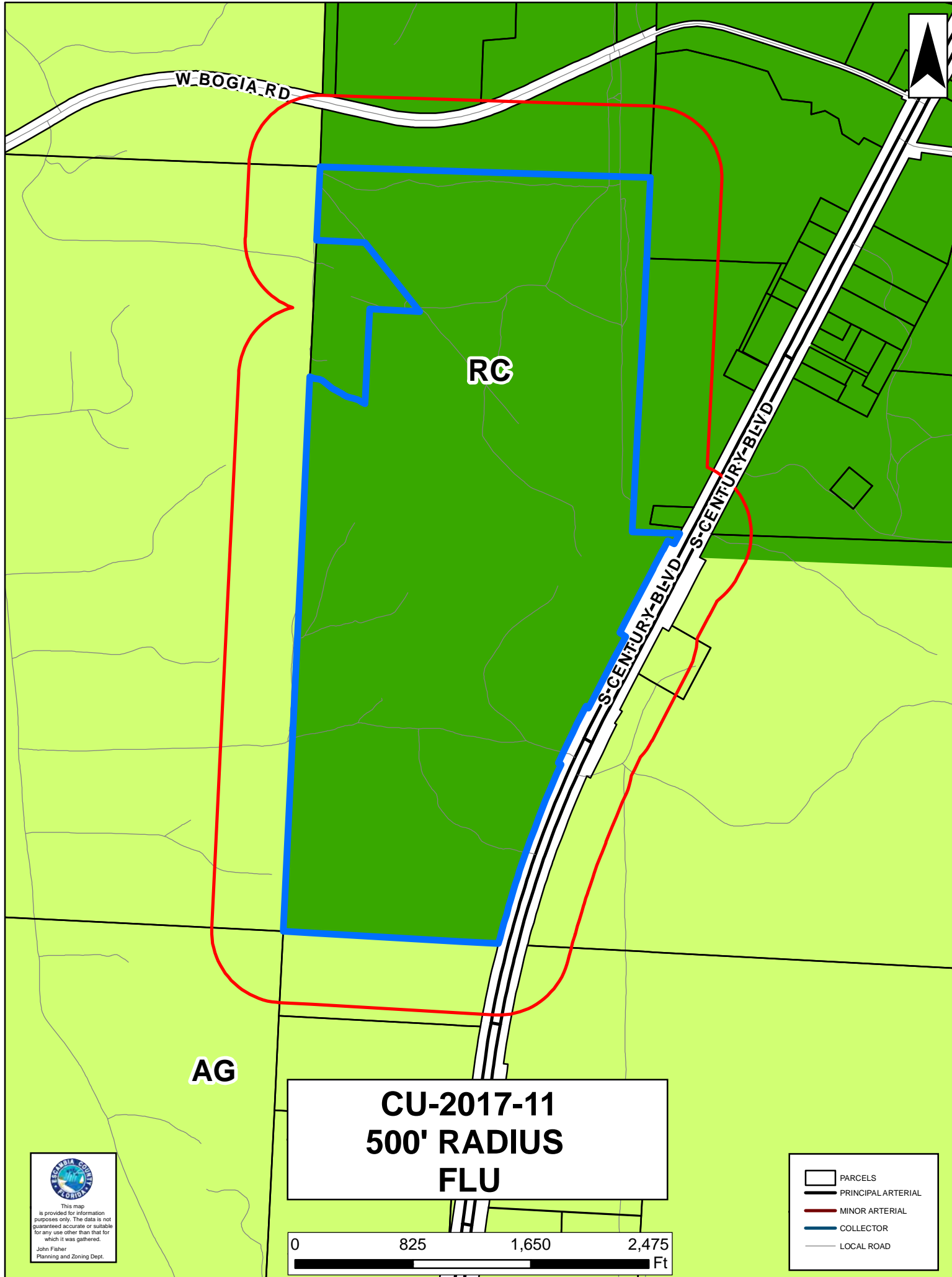


**CU-2017-11  
LOCATION**

  
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.

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





W BOGIA RD

RC

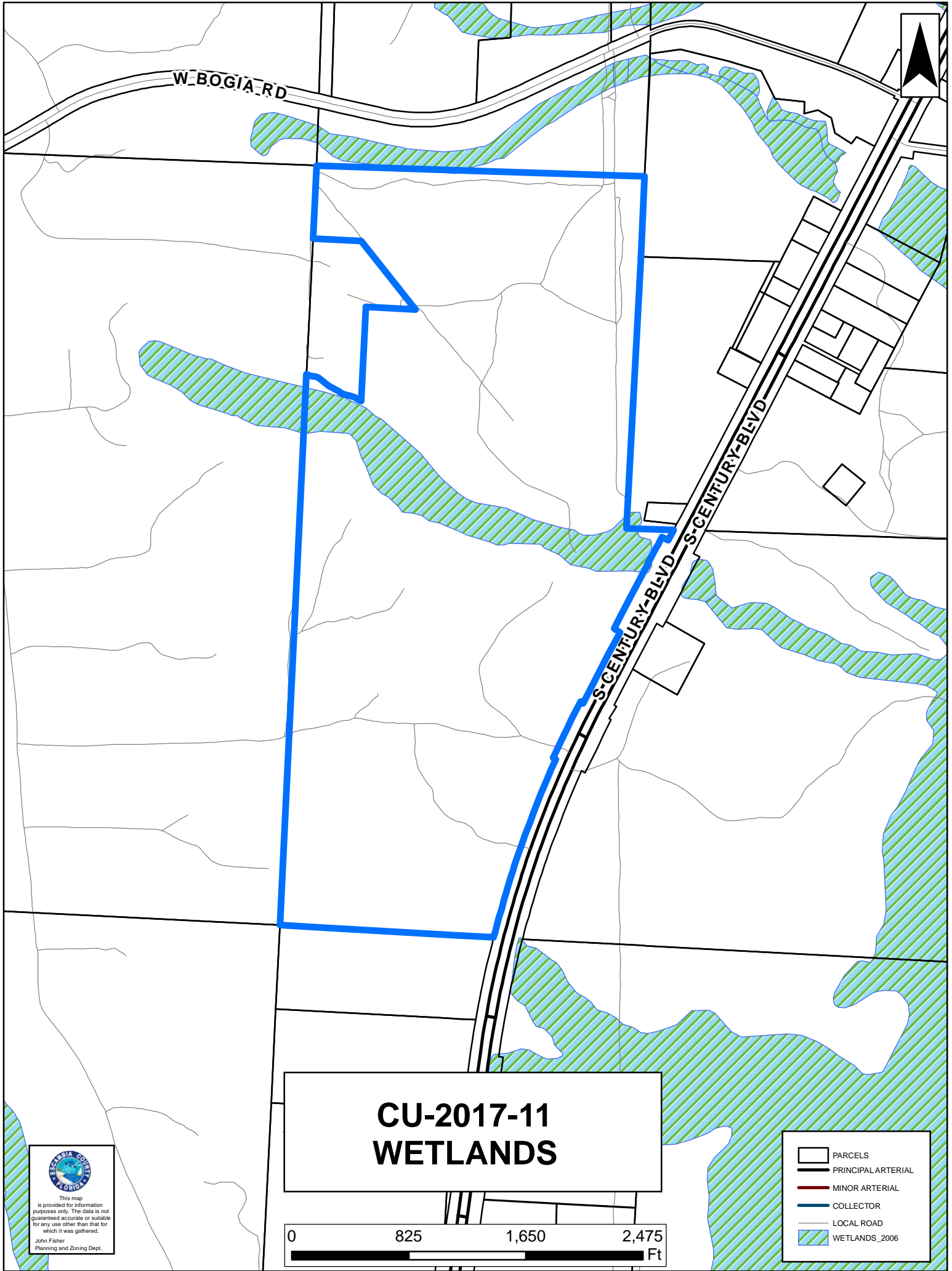
S CENTURY BLVD  
S CENTURY BLVD

AG

CU-2017-11  
500' RADIUS  
FLU

0 825 1,650 2,475 Ft

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





Public Hearing Sign posted on site





Another view looking into subject parcel on  
Century Blvd



Looking north from subject parcel  
along Century Blvd



Looking south from subject  
parcel



Looking east from subject parcel across  
Century Blvd

Last Updated: 06/21/17

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

**Board of Adjustment Application**

**FOR OFFICE USE ONLY** - Case Number: CU-2017-11 Accepted by: A. Cain BOA Meeting: 10/18/17

**Conditional Use:** request for: to allow the construction of a telecommunications facility greater than 150 and located within 500' of a residential area.

**Variance** Request for: 172' variance to allow the tower setback distance to be 178' instead of the required 350'.

**1. Contact Information:****A. Property Owner/Applicant:**

Mailing Address: Daniel Carpenter and Deborah Carpenter

Business Phone: (850) 587-5968 Cell: \_\_\_\_\_

Email: unknown (physical add: 4820 Chestnut Rd, Molino, FL 32577)

**B. Authorized Agent (if applicable): Baker Donelson Law Firm**

Mailing Address: 420 20th St N, Suite 1400, Birmingham, AL 35203 \_\_\_\_\_

Business Phone: (205) 250-8353 Cell: (205) 568-6317 \_\_\_\_\_

Email: [mpalmer@bakerdonelson.com](mailto:mpalmer@bakerdonelson.com) and [nar@bakerdonelson.com](mailto:nar@bakerdonelson.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:** 2401 South Century Blvd \_\_\_\_\_

**Parcel ID (s):** 27N311000000003; Map 27-4N-31 \_\_\_\_\_

**B. Total acreage of the subject property:** 252 acres

**C. Existing Zoning:** RR \_\_\_\_\_

**FLU Category:** RC \_\_\_\_\_

**D. Is the subject property developed (if yes, explain):** No \_\_\_\_\_

**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.

Conditional Use to allow for a wireless  
telecommunications facility to provide  
coverage for Southern LINC wireless customers.

- 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.

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

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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.

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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.

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

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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.

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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 facility will not emit noise, dust, odor or increase traffic. Lighting atop the tower will be only as required by the FAA.*

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.

*Only power and telephone will be required to operate this facility. Such are available in the area. No water or sewer is required as this facility will be unmanned.*

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.

A separate access easement will be provided to the facility from South Century Blvd. Once constructed, access will be needed only on a routine (i.e. approximately monthly) basis for maintenance.

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.

No such nuisances or hazards are associated with this proposed use.

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.

There are no ~~nearby~~ residences or other structures within 1900' of the proposed facility, therefore no additional screening is provided.

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.

*All signage and lighting will be in compliance with FAA & FCC regulations.*

8. **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.

*The proposed facility is located on a large parcel measuring approximately 252 acres.*

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

*We believe this statement to be true to the best of our knowledge.*

Last Updated: 03/31/16

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 2401 S. Century Blvd., McDavid, FL 32568

Florida, property reference number(s) Deed Book: 5437 page: 1073

Parcel ID: 274N3110000000003 I hereby designate Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

\_\_\_\_\_ 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: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

Email: \_\_\_\_\_

Address: 420 North 20th Street, Suite 1400

Phone: (205) 250-8353

Daniel K. Carpenter

Signature of Property Owner

Deborah L. Carpenter

Signature of Property Owner

Daniel K. Carpenter

Printed Name of Property Owner

Deborah L. Carpenter

Printed Name of Property Owner

8/25/17

Date

8/25/17

Date

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 8-25 2017,  
by \_\_\_\_\_.

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: \_\_\_\_\_

[Signature]  
Signature of Notary

Richard Hual

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.

Mary S. Palmer  
Signature of Owner/Agent

Mary S. Palmer  
Printed Name Owner/Agent

9/7/17  
Date

See attached  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

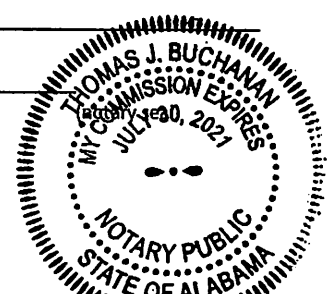
\_\_\_\_\_  
Date

STATE OF Alabama COUNTY OF Jefferson The foregoing instrument was acknowledged before me this 7 day of Sept 2017 by \_\_\_\_\_.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: \_\_\_\_\_

Thomas J. Buchanan  
Signature of Notary

Thomas J. Buchanan  
Printed Name of Notary



OR BK 5437 PG1073  
Escambia County, Florida  
INSTRUMENT 2004-254275

26512  
P.W.  
Prepared By: Deborah A. Timble  
Wilson, Harrall, Smith, Farrington and Ford, P.A.  
307 S. Palafox Street  
Pensacola, FL 32502  
Incidental to the issuance of a title insurance policy.  
File Number: 1-37986  
Parcel ID #: 274N311000000000  
Grantee(s) SS #:

DEED REC STAMPS PA & ESC CO \$2639.00  
06/22/04 ERNIE LEE HAGANA, CLERK

### WARRANTY DEED (CORPORATE)

This WARRANTY DEED, dated 06/15/2004 by:  
EMP Whole Loan 1, LLC, a Delaware Limited Liability Company  
whose post office address is:

53 Forest Avenue, 2nd Floor, Old Greenwich, CT 06870

hereinafter called the GRANTOR, to

Daniel K. Carpenter and Deborah L. Carpenter, husband and wife

whose post office address is: 4820 Chestnut Road, Melrose, FL 32577

Century Blvd, Melrose FL 32577

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:  
See Attached Exhibit

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2004 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

EMP Whole Loan 1, LLC, a Delaware Limited

Liability Company  
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: [Signature]

Print Name: William McKee

By: [Signature]

OCG, I, LLC, Managing Member, by Andrew Vranos,  
Member

Signature: [Signature]

Print Name: Joseph F. Battisto

State of CT  
County of Fairfield

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on \_\_\_\_\_

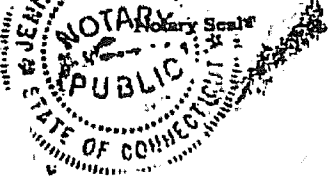
ID  
06/15/2004

by:  
OCG, I, LLC, Managing Member, by Andrew Vranos, Member  
of  
EMP Whole Loan 1, LLC, a Delaware Limited Liability Company  
on behalf of the corporation.

He is personally known to me or who has produced drivers license as identification.

Signature: [Signature]  
Print Name: JENNIFER MARZULLO

JENNIFER MARZULLO  
NOTARY PUBLIC OF CONNECTICUT  
MY COMMISSION EXPIRES 2/28/08

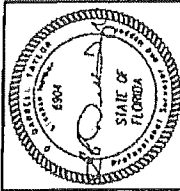


OR BK 5437 PG1074  
Escambia County, Florida  
INSTRUMENT 2004-254275

RCD Jun 22, 2004 11:47 AM  
Escambia County, Florida

ERNIE LEE HAGAH  
Clerk of the Circuit Court  
INSTRUMENT 2004-254275

Begin at the Northwest corner of fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida; thence go South 02°58'35" West along the West line of said Section for a distance of 500.35 feet; thence go South 87°00'47" East for a distance of 258.00 feet; thence go South 39°40'23" East along the Easterly boundary of that certain parcel of land as described in OR Book 4631 at Page 1181 of the Public Records of said County for a distance of 628.72 feet; thence go North 86°53'46" West along the Southeasterly boundary of the aforesaid parcel of land for a distance of 269.98 feet to an existing capped iron rod #LB6421; thence go South 03°02'27" West along the Easterly boundary of the aforesaid parcel of land for a distance of 662.04 feet to an existing 4" x 4" concrete monument; thence continue South 03°02'27" West for a distance of 8.00 feet, more or less, to the centerline of an existing creek (6.00 feet ± wide); thence meander Westerly and Northwesterly along said centerline of said creek for a distance of 448.00 feet, more or less, to a point of intersection with the West line of said Section 27; said point being South 02°58'35" West, more or less, from the Northwest corner of said Section 27; thence go South 02°58'35" West along said West line of said Section 27 for a distance of 3816.00 feet, more or less, to the Southwest corner of said Section 27; thence go South 87°48'22" East along the South line of said Section 27 for a distance of 1552.67 feet to the intersection with the West right of way line of U.S. Hwy 29 (S.R. 95, Century Blvd., 200' R/W) said point being on a curve having a radius of 7770.20 feet; thence go Northeasterly along said curve to the right for an arc distance of 1360.19 feet (delta = 10°01'47"; chord = N19°56'32"E, 1358.451'); thence go North 65°02'47" West along a radial line of said right of way line for a distance of 20.00 feet to a point on a curve having a radius of 7790.20 feet; thence go Northeasterly along said curve to the right for an arc distance of 371.032 feet (delta = 02°43'44"; chord = N26°17'30"E, 370.997') to a point of tangency; thence go North 27°40'57" East along said Westerly right of way line for a distance of 33.20 feet; thence go South 62°19'03" East along said right of way line for a distance of 20.00 feet; thence go North 27°40'57" East along said right of way line for a distance of 600.00 feet; thence go North 62°19'03" West along said right of way line for a distance of 50.00 feet; thence go North 27°40'57" East along said right of way line for a distance of 703.91 feet to a point of intersection with the Northerly line of Fractional Section 27 (Southerly line of Fractional Section 43); thence go North 87°47'54" West along said Section line for a distance of 277.69 feet to the Southwest corner of the aforesaid Fractional Section 43; thence go North 02°34'01" East along the Easterly line of Said Section 27 (Westerly line of Section 43) for a distance of 2407.65 feet to the Northeast corner of said Fractional Section 27; thence go North 87°37'34" West along the North line of said Section 27 for a distance of 2313.89 feet to the Point of Beginning. The above described parcel of land contains 251.302 acres, more or less.



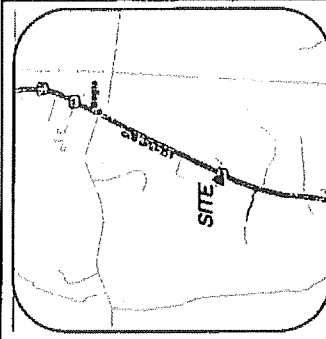
STATE OF FLORIDA  
DEPARTMENT OF AGRICULTURE  
DIVISION OF LAND MANAGEMENT  
LAND SURVEYORS

POINT TO POINT  
LAND SURVEYORS  
1010 Pennsylvania Avenue  
McDonough, GA 30253  
(w) 678.565.4440 (f) 678.565.4497  
pointtopointsurvey.com



Southcoast LLC  
A Survey Company

DATE: 07/20/2014  
SITE NO. 1819  
PROJECT: 1819  
OWNER: 1819  
DRAWN BY: 1819  
CHECKED BY: 1819  
DATE: 07/20/2014  
SCALE: 1" = 400'



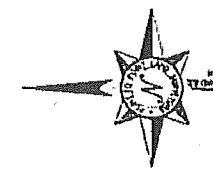
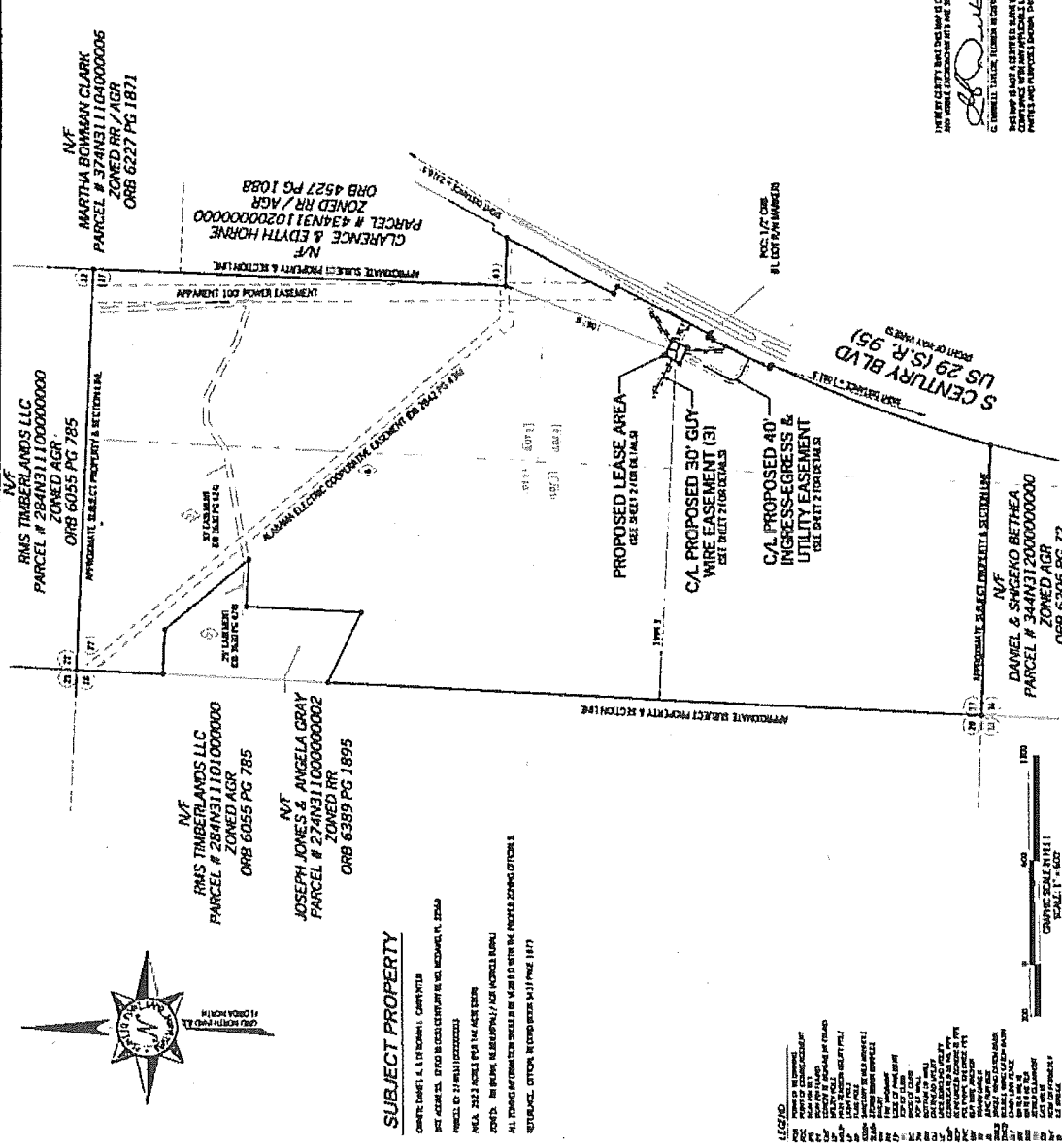
### GENERAL NOTES

1. THE SURVEY WAS MADE FOR THE PURPOSE OF LOCATING THE PROPOSED LEASE AREA AND THE PROPOSED 30' GUY WIRE EASEMENT (3) AND THE PROPOSED 40' INGRESS-EGRESS & UTILITY EASEMENT (1) WITHIN THE 1.00 AC. PARCEL OWNED BY RMS TIMBERLANDS LLC, PARCEL # 284N3111010000000, ZONED AGR, ORB 6055 PG 785.

2. THE SURVEY WAS MADE FOR THE PURPOSE OF LOCATING THE PROPOSED LEASE AREA AND THE PROPOSED 30' GUY WIRE EASEMENT (3) AND THE PROPOSED 40' INGRESS-EGRESS & UTILITY EASEMENT (1) WITHIN THE 1.00 AC. PARCEL OWNED BY RMS TIMBERLANDS LLC, PARCEL # 284N3111010000000, ZONED AGR, ORB 6055 PG 785.

3. THE SURVEY WAS MADE FOR THE PURPOSE OF LOCATING THE PROPOSED LEASE AREA AND THE PROPOSED 30' GUY WIRE EASEMENT (3) AND THE PROPOSED 40' INGRESS-EGRESS & UTILITY EASEMENT (1) WITHIN THE 1.00 AC. PARCEL OWNED BY RMS TIMBERLANDS LLC, PARCEL # 284N3111010000000, ZONED AGR, ORB 6055 PG 785.

DATE: 07/20/2014  
SCALE: 1" = 400'



SUBJECT PROPERTY  
OWNER: RMS TIMBERLANDS LLC  
PARCEL # 284N3111010000000  
ZONED AGR  
ORB 6055 PG 785

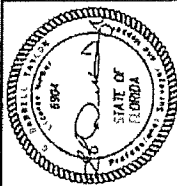
OWNER: JOSEPH JONES & ANGELA GRAY  
PARCEL # 274N311000000002  
ZONED RR  
ORB 6389 PG 1895

OWNER: CLARENCE & EDYTH HORNE  
PARCEL # 434N3110200000000  
ZONED RR / AGR  
ORB 4527 PG 1088

OWNER: MARTHA BOWMAN CLARK  
PARCEL # 374N3111010000006  
ZONED RR / AGR  
ORB 6227 PG 1871

OWNER: DANIEL & SHIGENO BETHA  
PARCEL # 344N3120000000000  
ZONED AGR  
ORB 6206 PG 72

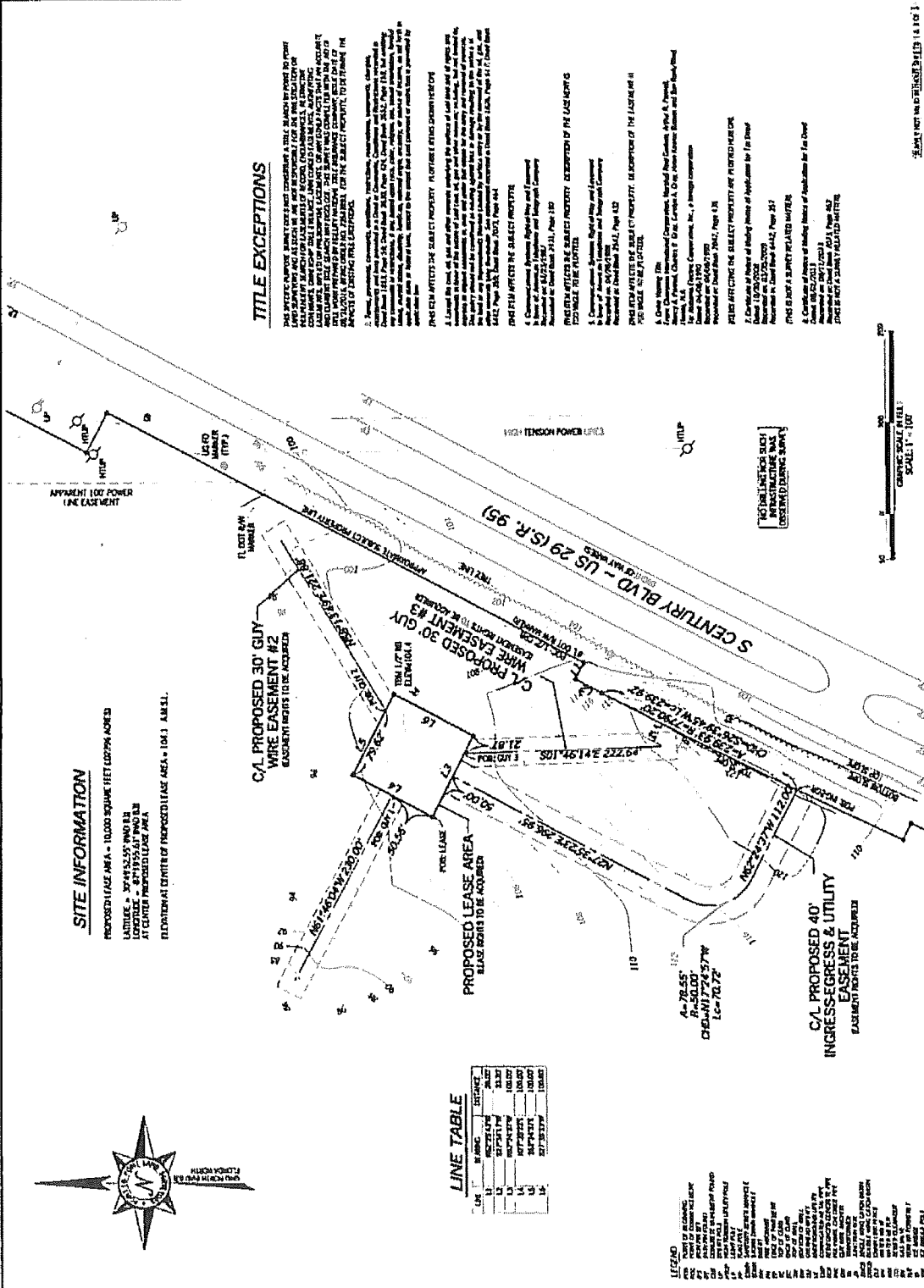
OWNER: RMS TIMBERLANDS LLC  
PARCEL # 284N3111010000000  
ZONED AGR  
ORB 6055 PG 785



DATE: 11/11/2014  
BY: [Signature]  
PROJECT: 11/11/2014

POINT TO POINT LAND SURVEYORS  
1010 Pennsylvania Avenue  
McDonough, GA 30253  
(678) 565,4440 (f) 678,565,4497  
www.pointtopointsurvey.com

**POINT TO POINT LAND SURVEYORS**  
SPECIAL PURPOSE SURVEY PREPARED FOR:  
SOUTHERN BANC  
1010 Pennsylvania Avenue  
McDonough, GA 30253  
DATE: 11/11/2014  
BY: [Signature]  
PROJECT: 11/11/2014



**SITE INFORMATION**

PROPOSED LEASE AREA = 10,000 SQUARE FEET (250' x 40')  
LATITUDE = 33°45'32.55\"/>

**LINE TABLE**

LINE	BEARING	DISTANCE
1	N 72° 45' 00\"/>	100.00
2	S 72° 45' 00\"/>	100.00
3	N 72° 45' 00\"/>	100.00
4	S 72° 45' 00\"/>	100.00

NOTES:  
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
2. ALL BEARINGS ARE TRUE BEARINGS.  
3. ALL CORNERS ARE BENCHMARKS.  
4. ALL EASEMENTS ARE TO BE ACQUIRED.  
5. ALL EASEMENTS ARE TO BE ACQUIRED.  
6. ALL EASEMENTS ARE TO BE ACQUIRED.  
7. ALL EASEMENTS ARE TO BE ACQUIRED.  
8. ALL EASEMENTS ARE TO BE ACQUIRED.  
9. ALL EASEMENTS ARE TO BE ACQUIRED.  
10. ALL EASEMENTS ARE TO BE ACQUIRED.

[illegible]

POINT  
MEYORS  
a Avenue  
00253  
(1) 678.565.4497  
vey.com

POINT TO LAND SURV  
1010 Pennsylvania  
McDonough, GA 3  
(p) 678.565.4440  
(w) pointtopointsu


 SURVEYOR  
 LAND OFFICE  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT  
 WASHINGTON, D. C. 20500

\*BOGIA\*  
 SITE NO.  
 F8119  
 COCKESETT LOT 4  
 IN JACKSONVILLE, FL

DATE AUGUST 21 2016	3	SP-1
APPROVED C. PER		
CHECKED BY J2		
CAUGHT AT LA		

[illegible]

TOGETHER WITH A PROPOSED 40-FOOT AGGRESSOR'S AND UTILITY EASEMENT, LYING AND BEING IN GOVERNMENT LOT 1, FRANCHISEL SECTION 27, TOWNSHIP 4 NORTH, RANGE 31 WEST, ESCROW COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTLINE DATA:

[illegible]

PROPOSED 40' INGRESS-EGRESS & UTILITY EASEMENT  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119

Together with a proposed 40-foot ingress-egress and utility easement, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; Thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; Thence, North 27°35'23" East, 296.95 feet to a point to the ENDING at a point.

As shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

PROPOSED LEASE AREA  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119

All that tract or parcel of land, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described as follows:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point; thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; thence, North 27°35'23" East, 296.95 feet to a point; North 62°24'37" West, 50.00 feet to a point and the true POINT OF BEGINNING; Thence, North 27°35'23" East, 100.00 feet to a point; Thence, South 62°24'37" East, 100.00 feet to a point; Thence, South 27°35'23" West, 100.00 feet to a point; Thence, North 62°24'37" West, 100.00 feet to a point; and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

PROPOSED 30' GUY WIRE EASEMENT #1  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119

Together with a proposed 30-foot guy wire easement, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point; thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; thence, North 27°35'23" East, 296.95 feet to a point; North 62°24'37" West, 50.00 feet to a point; thence, North 27°35'23" East, 50.56 feet to a point and the true POINT OF BEGINNING; Thence running, North 61°46'04" West, 230.00 feet to the ENDING at a point.

As shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

PROPOSED 30' GUY WIRE EASEMENT #2  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119

Together with a proposed 30-foot guy wire easement, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point; thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; thence, North 27°35'23" East, 296.95 feet to a point; North 62°24'37" West, 50.00 feet to a point; thence, North 27°35'23" East, 100.00 feet to a point; thence, South 62°24'37" East, 79.62 feet to a point and the true POINT OF BEGINNING; Thence running, North 58°13'49" East, 221.88 feet to the ENDING at a point.

As shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

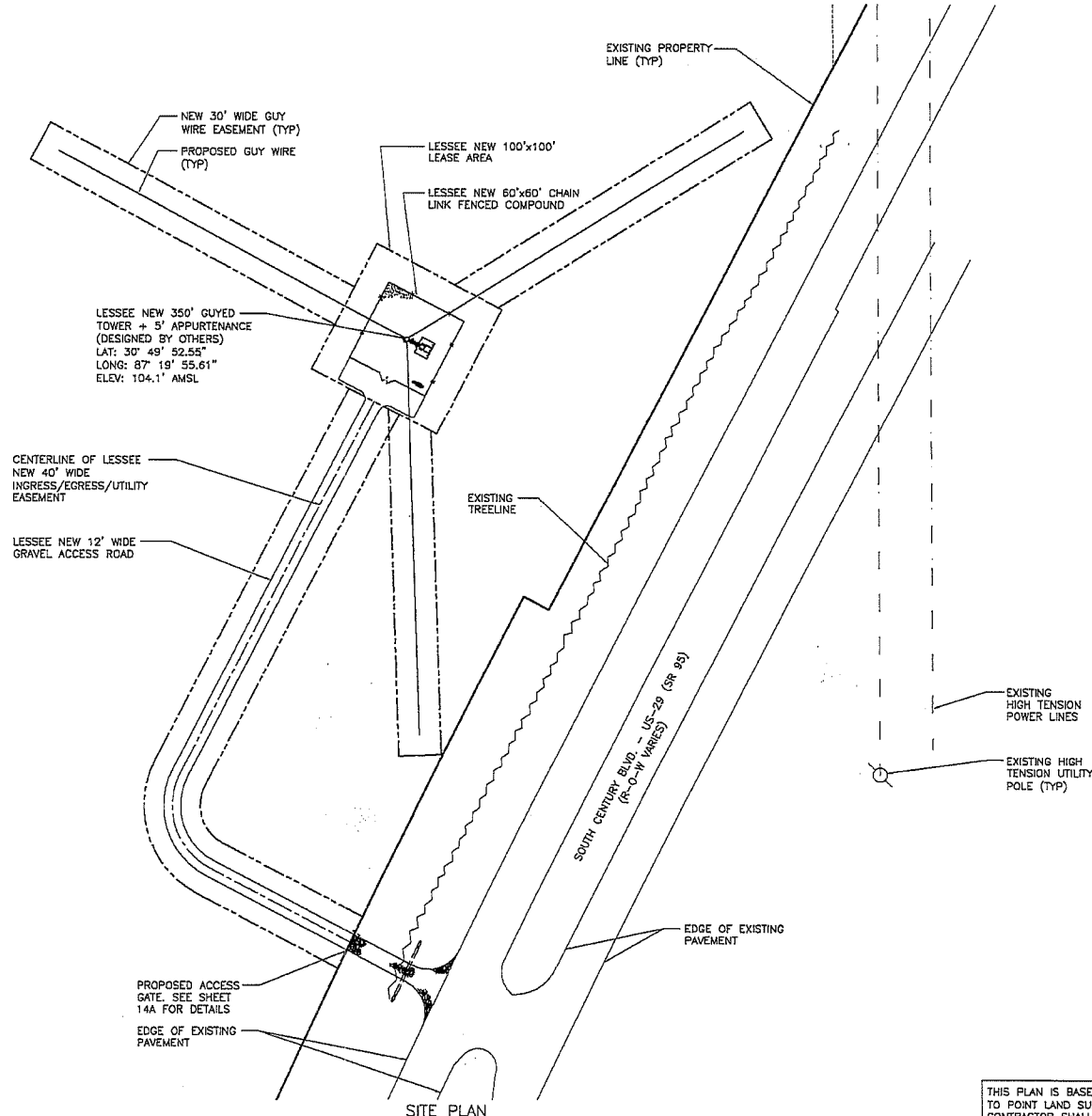
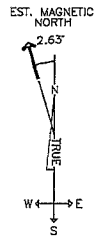
PROPOSED 30' GUY WIRE EASEMENT #3  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119

Together with a proposed 30-foot guy wire easement, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point; thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; thence, North 27°35'23" East, 296.95 feet to a point; North 62°24'37" West, 50.00 feet to a point; thence, North 27°35'23" East, 100.00 feet to a point; thence, South 62°24'37" East, 100.00 feet to a point; thence, South 27°35'23" West, 21.87 feet to a point and the true POINT OF BEGINNING; Thence running, South 01°46'14" East, 222.64 feet to the ENDING at a point.

As shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

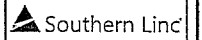
General Information					Assessments		
Reference:	274N311000000003				Year	Land	Imprv
Account:	121247300				2017	\$19,745	\$1,63
Owners:	CARPENTER DANIEL K & DEBORAH L				2016	\$19,745	\$1,63
					2015	\$19,745	\$1,63
Mail:	4820 CHESTNUT RD MOLINO, FL 32577				<a href="#">Disclair</a>		
Situs:	2700 BLK CENTURY BLVD 32568				<a href="#">Amendment 1/Portal</a>		
Use Code:	TIMBER 2				<a href="#">File for New Homeste</a>		
Taxing Authority:	COUNTY MSTU						
Schools (Elem/Int/High):	BRATT/ERNEST WARD/NORTHVIEW						
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>						
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector							
Sales Data					2017 Certified Roll Exemptions		
					None		
Sale Date	Book	Page	Value	Type	Legal Description		
06/2004	5437	1073	\$377,000	WD	BEG AT NW COR OF FRACTIONAL SEC 27 S 2 SD SEC 500 35/100 FT S 87 DEG 0 MIN 47...		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					Extra Features		
					CARPORT METAL SHED MOBILE HOME OPEN PORCH		



**SITE PLAN**

11x17 SCALE: 1" = 80'-0"  
22x34 SCALE: 1" = 40'-0"

THIS PLAN IS BASED ON A SURVEY BY POINT TO POINT LAND SURVEYORS, DATED 06/23/16. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.



**APPROVALS**

CARRIER \_\_\_\_\_  
LANDLORD \_\_\_\_\_  
LEASING \_\_\_\_\_  
CONSTRUCTION \_\_\_\_\_

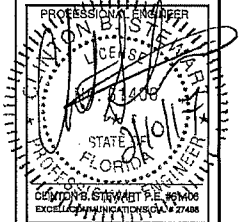
PROJECT NO: \_\_\_\_\_

DRAWN BY: JAL

CHECKED BY: JMB

APPROVED BY: CBS

V.	DATE	DESCRIPTION
2	02/09/17	ISSUED FOR CONSTR.
1	10/10/17	ISSUED FOR REVIEW
0	11/15/16	ISSUED FOR REVIEW



EXCELL COMMUNICATIONS, INC.  
3508 7TH COURT SOUTH  
BIRMINGHAM, ALABAMA 35222  
PHONE: 205.956.0188  
FAX: 205.956.2532

**SITE NAME**

BOGIA  
F-8119

**SITE ADDRESS**

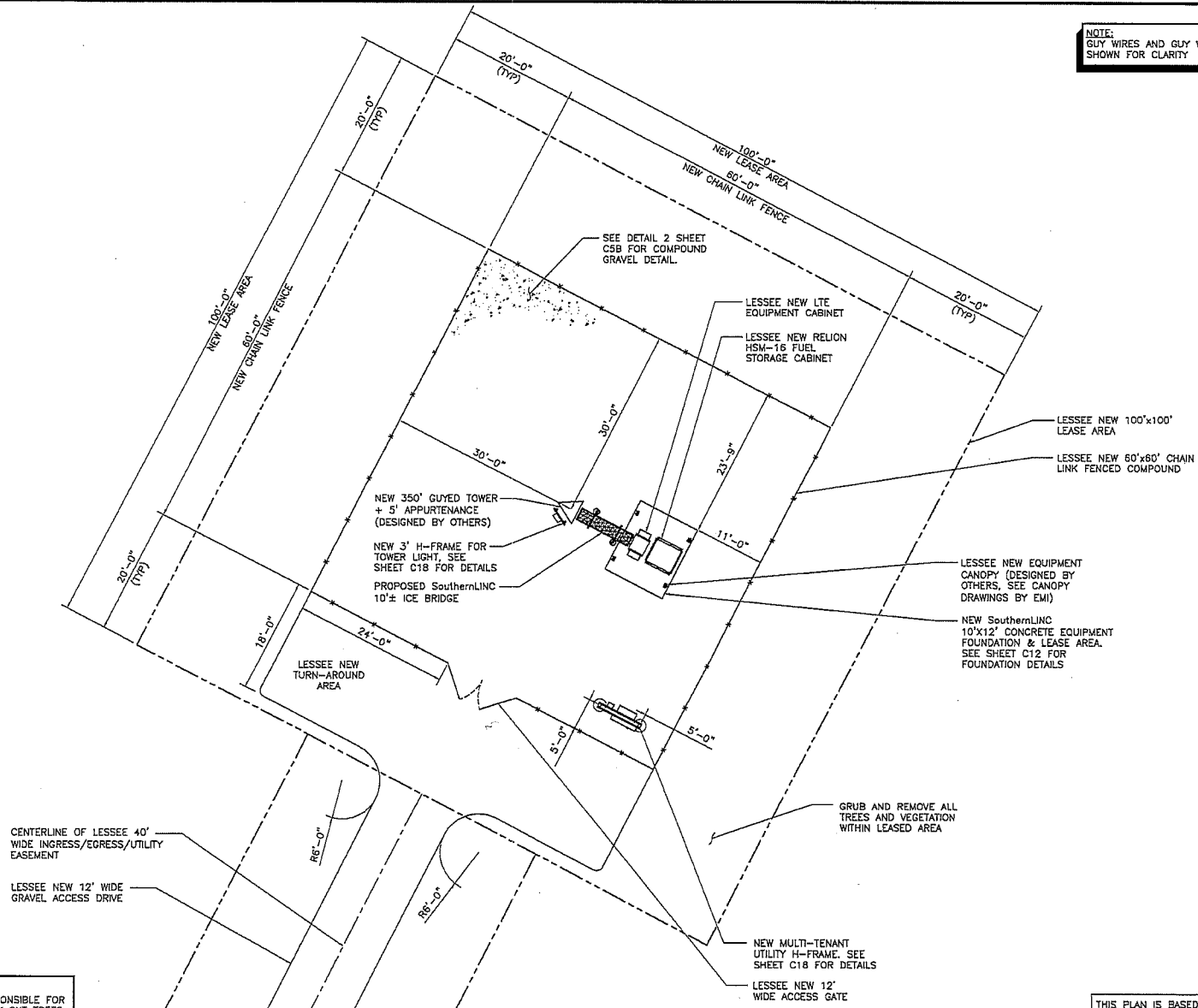
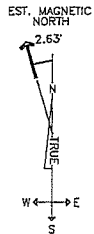
2700 BLOCK OF  
CENTURY BLVD.  
McDAVID, FL 32568

**SHEET TITLE**

OVERALL SITE  
PLAN

**SHEET NUMBER**

C3

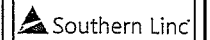


NOTE:  
GUY WIRES AND GUY WIRE EASEMENTS NOT  
SHOWN FOR CLARITY

#### SITE PLAN

11x17 SCALE: 1/16" = 1'-0"  
22x34 SCALE: 1/8" = 1'-0"

THIS PLAN IS BASED ON A SURVEY BY POINT  
TO POINT LAND SURVEYORS, DATED 8/23/16.  
CONTRACTOR SHALL FIELD VERIFY ALL EXISTING  
CONDITIONS PRIOR TO COMMENCEMENT OF  
CONSTRUCTION.



#### APPROVALS

CARRIER \_\_\_\_\_  
LANDLORD \_\_\_\_\_  
LEASING \_\_\_\_\_  
CONSTRUCTION \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

DRAWN BY: JAL

CHECKED BY: JMB

APPROVED BY: CBS

2 02/09/17 ISSUED FOR CONSTR.  
1 01/10/17 ISSUED FOR REVIEW  
0 11/15/16 ISSUED FOR REVIEW

V. DATE DESCRIPTION

PROFESSIONAL ENGINEER

STATE OF ALABAMA  
CLINTON B. STEWART, P.E., No. 27406  
EXCELL COMMUNICATIONS, INC.

**EXCELL**  
COMMUNICATIONS, INC.

EXCELL COMMUNICATIONS, INC.  
3608 7TH COURT SOUTH  
BIRMINGHAM, ALABAMA 35222  
PHONE: 205.956.0188  
FAX: 205.956.2032

SITE NAME

BOGIA  
F-8119

SITE ADDRESS

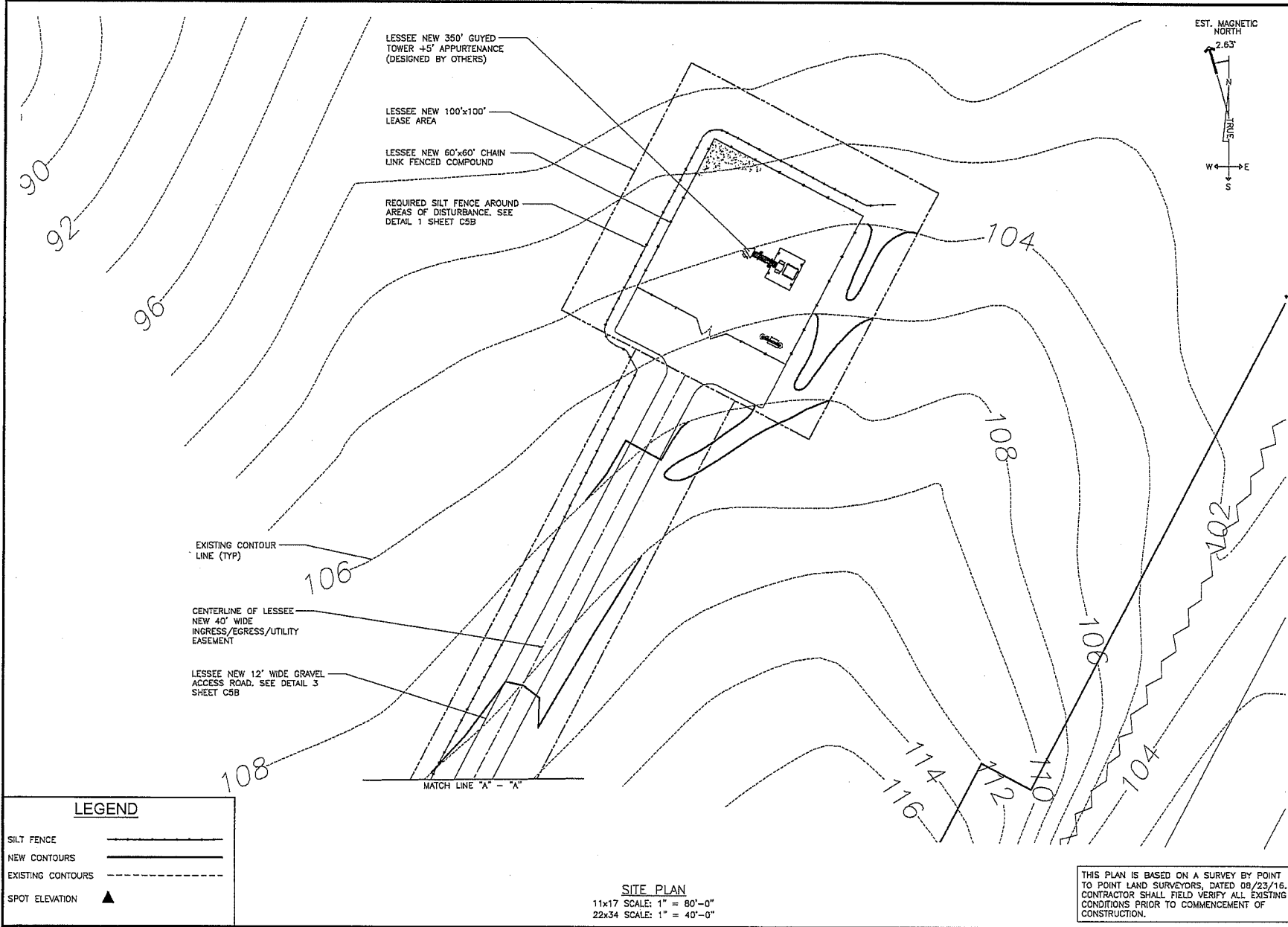
2700 BLOCK OF  
CENTURY BLVD.  
McDAVID, FL 32568

SHEET TITLE

SITE PLAN

SHEET NUMBER

C4



**APPROVALS**

CARRIER \_\_\_\_\_

LANDLORD \_\_\_\_\_

LEASING \_\_\_\_\_

CONSTRUCTION \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

DRAWN BY: JAL

CHECKED BY: JMB

APPROVED BY: CBS

V.	DATE	DESCRIPTION
2	02/08/17	ISSUED FOR CONSTR.
1	01/10/17	ISSUED FOR REVIEW
0	11/15/16	ISSUED FOR REVIEW

PROFESSIONAL ENGINEER

CLINTON STEWART P.E. #1406

STATE OF ALABAMA

EXCELL COMMUNICATIONS, INC.

**EXCELL**

COMMUNICATIONS, INC.

EXCELL COMMUNICATIONS, INC.

3508 7TH COURT SOUTH

BIRMINGHAM, ALABAMA 35222

PHONE: 205.956.0190

FAX: 205.956.2632

SITE NAME

BOGIA

F-8119

SITE ADDRESS

2700 BLOCK OF

CENTURY BLVD.

McDAVID, FL 32568

SHEET TITLE

GRADING &

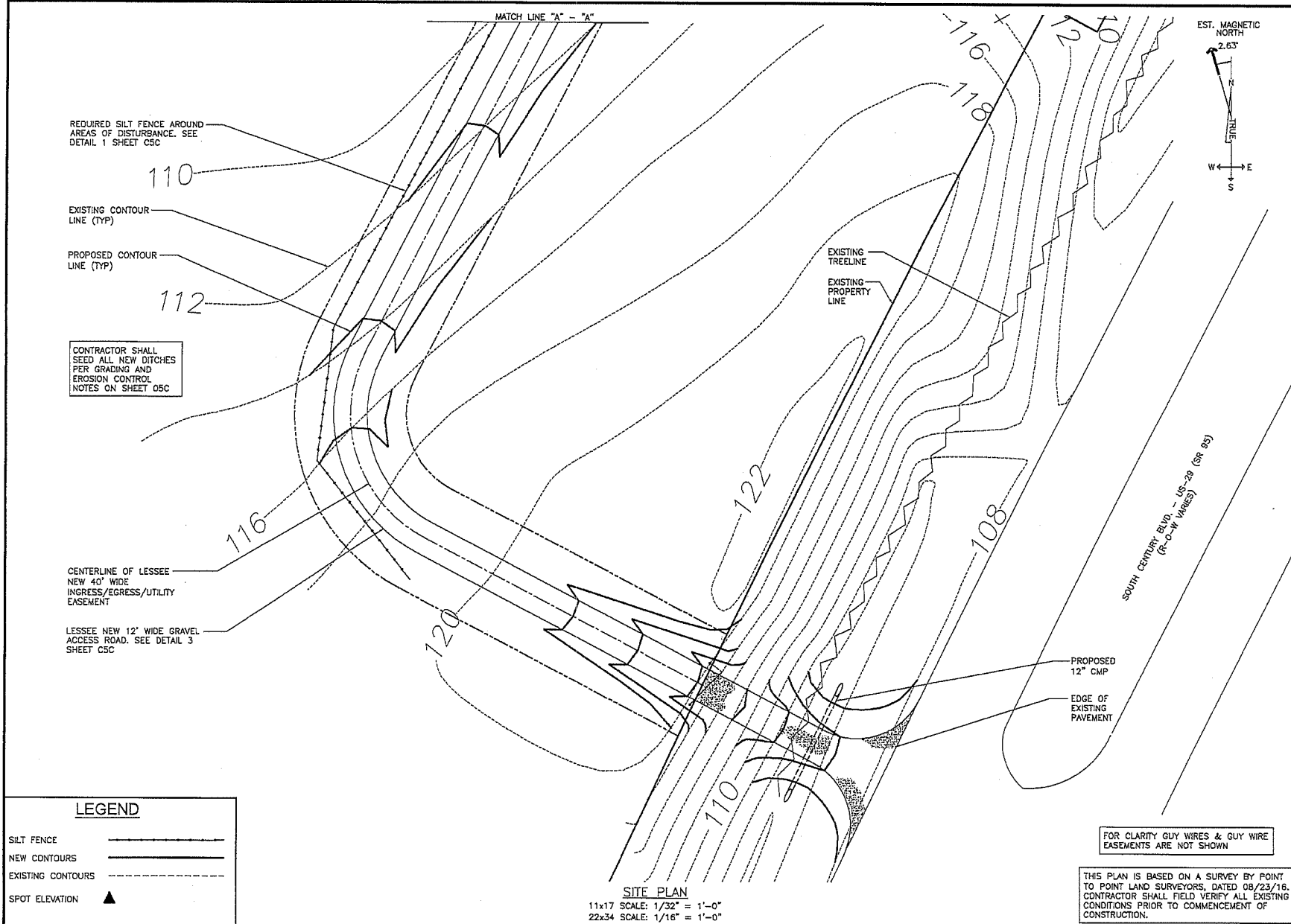
EROSION

CONTROL

SHEET NUMBER

C5A

THIS PLAN IS BASED ON A SURVEY BY POINT TO POINT LAND SURVEYORS, DATED 08/23/16. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.



---

**APPROVALS**

CARRIER \_\_\_\_\_  
 LANDLORD \_\_\_\_\_  
 LEASING \_\_\_\_\_  
 CONSTRUCTION \_\_\_\_\_

---

PROJECT NO: \_\_\_\_\_

---

DRAWN BY: JAL \_\_\_\_\_

---

CHECKED BY: JMB \_\_\_\_\_

---

APPROVED BY: CBS \_\_\_\_\_

---

REV.	DATE	DESCRIPTION
2	02/09/17	ISSUED FOR CONSTR.
1	01/10/17	ISSUED FOR REVIEW
0	11/15/16	ISSUED FOR REVIEW

---

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EXCELL COMMUNICATIONS, INC.  
 3608 7th COURT SOUTH  
 BIRMINGHAM, ALABAMA 35222  
 PHONE: 205.956.0190  
 FAX: 205.956.2032

---

SITE NAME  
**BOGIA  
F-8119**

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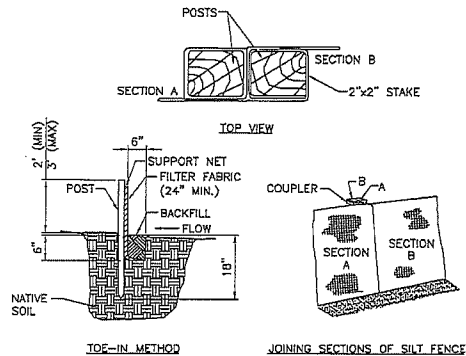
SITE ADDRESS  
**2700 BLOCK OF  
CENTURY BLVD.  
McDAVID, FL 32568**

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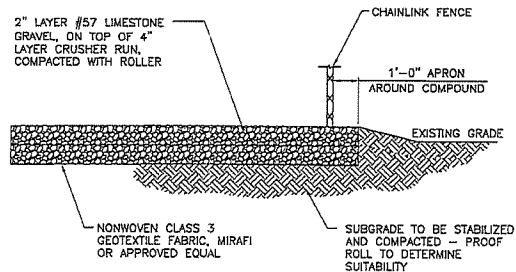
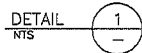
SHEET TITLE  
**GRADING &  
EROSION  
CONTROL**

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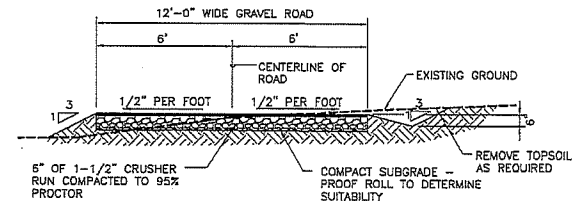
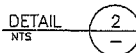
SHEET NUMBER  
**C5B**



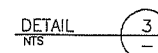
TYPE C SILT FENCE DETAIL



TYPICAL COMPOUND SECTION



TYPICAL 12' WIDE GRAVEL ROAD SECTION



#### GRADING/EROSION CONTROL NOTES

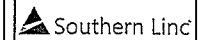
1. NEW CONTOURS AND SPOT ELEVATIONS ARE SHOWN AT TOP OF CRUSHED STONE, TOP OF FOUNDATION, OR TOP OF TOPSOIL. SEE PLAN FOR THICKNESS OF CRUSHED STONE, MASS GRADED AREAS AND CRUSHED STONE SHALL BE FINISHED WITHIN 2" OF GRADES SHOWN. FOUNDATIONS SHALL BE FINISHED WITHIN 0.5" OF GRADES SHOWN.
2. ALL TREES, ROOTS, BRUSH AND ORGANIC MATTER (TOPSOIL) SHALL BE REMOVED BEFORE BEGINNING FILL. FILL MATERIAL SHALL BE CLEAN SOIL CONTAINING NO ROCKS LARGER THAN 6 INCHES.
3. ALL AREAS TO RECEIVE FILL SHALL FIRST BE PROOF ROLLED UNDER THE SUPERVISION OF THE ENGINEER OR TESTING LAB PERSONNEL. ANY AREAS WHICH EXHIBIT "PUMPING" SHALL BE UNDERCUT (OR OTHERWISE STABILIZED) TO A FIRM SOIL BEFORE PLACING FILL. ALSO, ALL FINAL SUBGRADES, WHETHER IN CUT OR FILL, SHALL BE PROOF ROLLED PRIOR TO CONSTRUCTING SLABS OR PAVEMENTS. CONTACT ENGINEER FOR DIRECTION IN SITUATIONS WHERE SOIL COMPACTION OR BEARING CAPACITY MAY BE INADEQUATE.
4. FILL SHALL BE FORMED OF SATISFACTORY MATERIAL PLACED IN SUCCESSIVE HORIZONTAL LAYERS OF NOT MORE THAN 6 INCHES IN LOOSE DEPTH FOR THE FULL WIDTH OF EACH STRIP. SLOPES SHALL BE WARRANTED FOR A PERIOD OF 1 YEAR.
5. FILL SOIL SHALL BE PLACED AT A MOISTURE CONTENT THAT IS WITHIN MINUS 1% OR PLUS 3% POINTS OF THE OPTIMUM MOISTURE CONTENT AND TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM 698 (STANDARD PROCTOR). THE UPPER 12 INCHES OF FILL SHALL BE COMPACTED TO 95%.
6. STANDARD PROCTOR TEST (ASTM 698) SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY EMPLOYED BY THE CONTRACTOR. IN-PLACE DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT TO ENSURE PROPER PLACEMENT OF FILL MATERIAL.
7. ALL DISTURBED AREAS SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL. ALL FOREIGN DEBRIS SHALL BE REMOVED BEFORE PLACING TOP SOIL. AREAS WITH LESS THAN 4:1 SLOPE SHALL BE SEEDED WITH FOUR POUNDS OF KENTUCKY 31 FESCUE AND ONE POUND OF ANNUAL RYE PER 1,000 SQUARE FEET. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED WITH A MIXTURE OF 1/4 POUND SCARIFIED SERCEALESPEDEZA, 1/4 POUND CROWN FETCH, AND ONE POUND KENTUCKY 31 FESCUE PER 1,000 SQUARE FEET WITH 30 POUNDS PER 1,000 SQUARE FEET OF 8-12-12 FERTILIZER. SLOPES 3:1 OR STEEPER SHALL BE COVERED WITH NORTH AMERICAN GREEN EROSION CONTROL BLANKET S150 INSTALLED PER MANUFACTURER'S SPECIFICATIONS (OR ENGINEER APPROVED EQUAL) TO PREVENT EROSION. CONTRACTORS SHALL WARRANTY GROUND COVER AND SLOPES FOR A PERIOD OF 1 YEAR. MUST APPLY AS SOON AS EXCAVATION IS COMPLETE.
8. CONFINE ALL CONSTRUCTION ACTIVITY TO LEASE AREA. DO NOT ENTER ADJACENT PROPERTY WITHOUT OBTAINING WRITTEN APPROVAL THROUGH THE TENANT.
9. CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FENCE AND OTHER TEMPORARY EROSION CONTROL MEASURES AFTER GRASS IS ESTABLISHED AND STABILIZED.
10. ALL EROSION & SEDIMENT CONTROL MEASURES & BEST PRACTICES SHALL BE INSTALLED & MAINTAINED IN ACCORDANCE WITH TENNESSEE HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, & STORM WATER MANAGEMENT ON CONSTRUCTION SITES & URBAN AREAS, LATEST EDITION.

#### SILT FENCE INSTALLATION

1. THE FENCE SHOULD BE PLACED ACROSS THE SLOPE ALONG A LINE OF UNIFORM ELEVATION (PERPENDICULAR TO THE DIRECTION OF THE FLOW). THE FENCE SHOULD BE LOCATED AT LEAST 10' FROM THE TOE OF STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT.
2. DRIVE THE 2"x2" WOOD POSTS AT LEAST 18" INTO THE GROUND, SPACING THEM NO FURTHER THAN 6' APART.
3. POSTS SHOULD BE INSTALLED, WITH 1" TO 2" OF THE POST PROTRUDING ABOVE THE TOP OF THE FABRIC AND NO LESS THAN 3' OF THE POST SHOULD PROTRUDE ABOVE THE GROUND. THE MINIMUM FENCE HEIGHT (HEIGHT OF FILTER FABRIC ABOVE GRADE) SHALL BE 24". THE MAXIMUM FENCE HEIGHT (HEIGHT OF FILTER FABRIC ABOVE GRADE) SHALL BE 36".
4. THE FILTER FABRIC SHOULD BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHOULD BE WRAPPED TOGETHER ONLY AT A SUPPORT POST WITH BOTH ENDS SECURELY FASTENED TO THE POST, WITH A MINIMUM 6" OVERLAP.
5. EXTRA-STRENGTH FILTER CLOTH (50 POUND / LINEAR INCH MINIMUM TENSILE STRENGTH) SHOULD BE USED. A 2" WIDE LATHE SHALL BE STAPLED OVER THE FILTER FABRIC TO SECURELY FASTEN IT TO THE UPSLOPE SIDE OF THE POSTS. THE STAPLES USED SHOULD BE 1.5" HEAVY-DUTY WIRE STAPLES SPACED AT A MAXIMUM OF 8" APART.
6. PLACE THE BOTTOM 16" OF THE FILTER FABRIC INTO THE 12" DEEP TRENCH, EXTENDING THE REMAINING 4" TOWARDS THE UPSIDE OF THE TRENCH AND BACK FILL THE TRENCH WITH SOIL OR GRAVEL AND COMPACTED.

#### INSPECTION AND MAINTENANCE

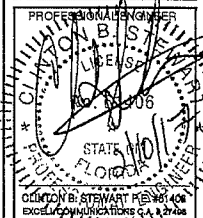
1. INSPECT SILT FENCE EVERY SEVEN (7) CALENDAR DAYS WITHIN 24 HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES 1/2" OR MORE OF PRECIPITATION. CHECK FOR AREAS WHERE RUN-OFF HAS ERODED A CHANNEL BENEATH THE FENCE, OR WHERE THE FENCE WAS CAUSED TO SAG OR COLLAPSE BY RUNOFF OVER TOPPING THE FENCE.
2. IF THE FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY OTHER WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF THE FENCE IMMEDIATELY.
3. SEDIMENT MUST BE REMOVED WHEN IT REACHES APPROXIMATELY 1/3 OF THE HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED.
4. SILT FENCE SHOULD BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER TEMPORARY BMPs ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHOULD BE REMOVED OR STABILIZED ON SITE. DISTURBED AREAS RESULTING FROM FENCE REMOVAL SHALL BE PERMANENTLY STABILIZED.



APPROVALS  
CARRIER \_\_\_\_\_  
LANDLORD \_\_\_\_\_  
LEASING \_\_\_\_\_  
CONSTRUCTION \_\_\_\_\_

PROJECT NO: \_\_\_\_\_  
DRAWN BY: JAL  
CHECKED BY: JMB  
APPROVED BY: CBS

V.	DATE	DESCRIPTION
2	02/09/17	ISSUED FOR CONSTR.
1	01/10/17	ISSUED FOR REVIEW
0	11/15/16	ISSUED FOR REVIEW



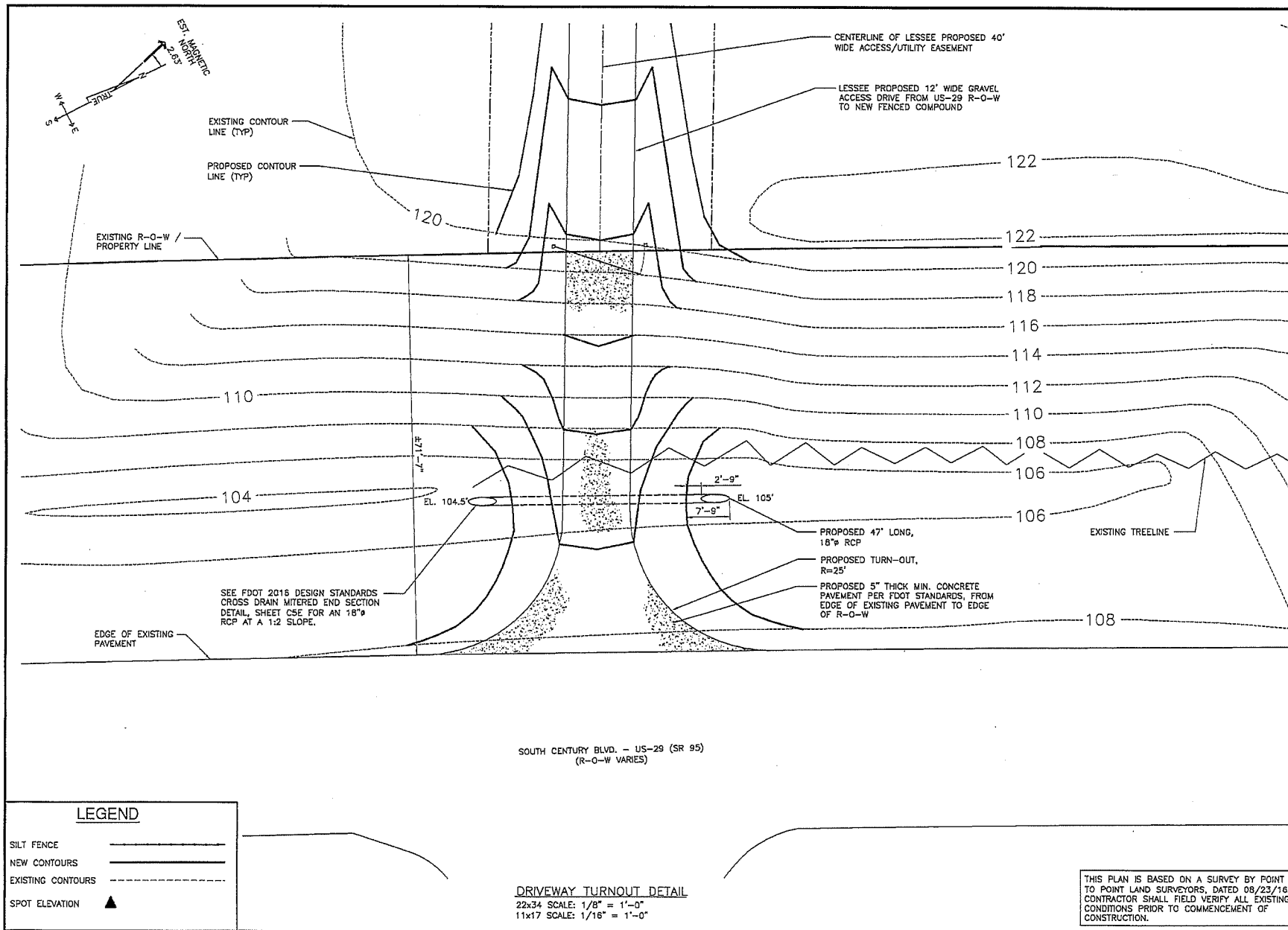
EXCELL COMMUNICATIONS, INC.  
3508 7TH COURT SOUTH  
BIRMINGHAM, ALABAMA 35222  
PHONE: 205.956.0190  
FAX: 205.956.2632

SITE NAME  
BOGIA  
F-8119

SITE ADDRESS  
2700 BLOCK OF  
CENTURY BLVD.  
McDAVID, FL 32568

SHEET TITLE  
SITE  
DETAILS

SHEET NUMBER  
C5C



Southern Linc									
<b>APPROVALS</b> CARRIER _____ LANDLORD _____ LEASING _____ CONSTRUCTION _____									
PROJECT NO: _____									
DRAWN BY: JAL									
CHECKED BY: JMB									
APPROVED BY: CBS									
<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>02/09/17</td> <td>ISSUED FOR CONSTR.</td> </tr> <tr> <td>01/10/17</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>11/15/16</td> <td>ISSUED FOR REVIEW</td> </tr> </tbody> </table>		DATE	DESCRIPTION	02/09/17	ISSUED FOR CONSTR.	01/10/17	ISSUED FOR REVIEW	11/15/16	ISSUED FOR REVIEW
DATE	DESCRIPTION								
02/09/17	ISSUED FOR CONSTR.								
01/10/17	ISSUED FOR REVIEW								
11/15/16	ISSUED FOR REVIEW								
PROFESSIONAL ENGINEER 									
EXCELL COMMUNICATIONS, INC. 3508 7th COURT SOUTH BIRMINGHAM, ALABAMA 35222 PHONE: 205.956.0190 FAX: 205.956.2602									
SITE NAME BOGIA F-8119									
SITE ADDRESS 2700 BLOCK OF CENTURY BLVD. McDAVID, FL 32568									
SHEET TITLE DRIVEWAY TURNOUT DETAIL									
SHEET NUMBER C5D									

APPROVALS

CARRIER \_\_\_\_\_  
LANDLORD \_\_\_\_\_  
LEASING \_\_\_\_\_  
CONSTRUCTION \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

DRAWN BY: JAL

CHECKED BY: JMB

APPROVED BY: CBS

2 02/09/17 ISSUED FOR CONSTR.  
1 01/16/17 ISSUED FOR REVIEW  
0 11/15/16 ISSUED FOR REVIEW

V. DATE DESCRIPTION

PROFESSIONAL ENGINEER  
CLINTON B. STEWART  
STATE OF ALABAMA  
ENGINEER  
CLINTON B. STEWART P.E. #1406  
EXCELL COMMUNICATIONS, INC. # 27408

**EXCELL**  
COMMUNICATIONS, INC.

EXCELL COMMUNICATIONS, INC.  
3608 7th COURT SOUTH  
BIRMINGHAM, ALABAMA 35222  
PHONE: 205.956.0198  
FAX: 205.956.2632

SITE NAME  
BOGIA  
F-8119

SITE ADDRESS  
2700 BLOCK OF  
CENTURY BLVD.  
McDAVID, FL 32568

SHEET TITLE  
CROSS DRAIN  
MITERED END  
SECTION

SHEET NUMBER  
C5E

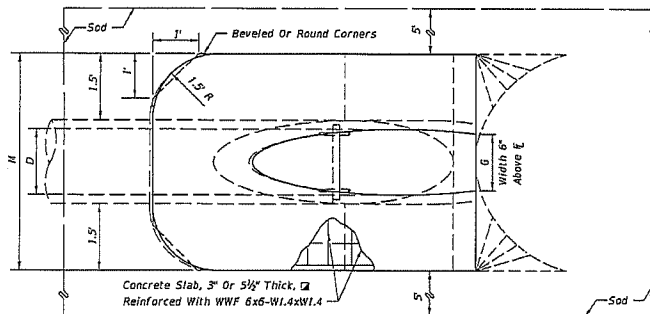
DIMENSIONS AND QUANTITIES

	D	X	A	B	C	E	F	G	H	N	5/8" CONCRETE SLAB (CY) $\Delta$				SODDING (SY)			
											Single	Double	Triple	Quad.	Single	Double	Triple	Quad.
1:2 Slope	15"	2'-7"	1.92	2.18	4.10	2.06	5'	1.22	2.5	4.63	7.21	9.79	12.37	1.19	0.38	0.58	0.77	0.96
	18"	2'-10"	1.97	2.74	4.71	2.56	6'	1.41	3.4	4.92	7.75	10.58	13.42	1.21	0.44	0.65	0.87	1.09
	24"	3'-5"	2.06	3.85	5.91	3.56	7'	1.73	3.4	5.50	8.92	12.33	15.75	1.25	0.54	0.83	1.12	1.42
	30"	4'-3"	2.15	4.95	7.10	4.56	8'	2.00	3.4	6.08	10.33	14.58	18.83	1.29	0.66	1.09	1.50	1.91
	36"	5'-1"	2.25	6.08	9.33	5.56	9'	2.24	3.4	6.67	11.75	16.85	21.92	1.33	0.81	1.39	1.95	2.51
	42"	6'-0"	2.36	7.21	11.55	6.56	10'	2.45	3.4	7.25	13.25	19.25	25.25	1.38	0.97	1.70	2.45	3.19
	48"	6'-9"	2.43	8.33	13.76	7.56	11'	2.65	3.4	7.83	14.58	21.33	28.08	1.42	1.13	2.04	2.93	3.84
	54"	7'-8"	2.52	9.44	15.96	8.56	12'	2.83	3.4	8.42	16.08	23.75	31.42	1.46	1.31	2.44	3.58	4.72
	60"	8'-6"	2.62	10.56	18.18	9.56	14'	3.00	4.4	9.00	17.50	26.00	34.50	1.50	1.51	2.89	4.28	5.68
	66"	9'-2"	2.71	11.68	20.39	10.56	15'	3.18	4.4	9.58	18.75	27.92	37.08	1.54	1.68	3.25	4.84	6.43
1:4 Slope	72"	10'-0"	2.80	12.80	22.60	11.56	16'	3.30	4.4	10.16	20.16	30.16	40.16	1.58	1.89	3.74	5.59	7.45
	15"	2'-7"	2.27	4.09	6.56	4.03	8'	1.22	4.0	4.63	7.21	9.79	12.37	1.19	0.37	0.67	1.13	1.44
	18"	2'-10"	2.36	5.12	7.48	5.03	9'	1.41	4.0	4.92	7.75	10.58	13.42	1.21	0.66	0.99	1.31	1.65
	24"	3'-5"	2.53	7.18	9.71	7.03	11'	1.73	4.0	5.50	8.92	12.33	15.75	1.25	0.85	1.30	1.75	2.20
	30"	4'-3"	2.70	9.25	11.95	9.03	13'	2.00	4.0	6.08	10.33	14.58	18.83	1.29	1.10	1.74	2.39	3.05
	36"	5'-1"	2.87	11.31	14.18	11.03	15'	2.24	4.0	6.67	11.75	16.83	21.92	1.33	1.32	2.21	3.08	3.96
	42"	6'-0"	3.05	13.37	16.42	13.03	17'	2.45	4.0	7.25	13.25	19.25	25.25	1.38	1.58	2.76	3.91	5.09
	48"	6'-9"	3.22	15.43	18.65	15.03	19'	2.65	4.0	7.83	14.58	21.33	28.08	1.42	1.85	3.50	4.73	6.17
	54"	7'-8"	3.39	17.49	20.88	17.03	21'	2.83	4.0	8.42	16.08	23.75	31.42	1.46	2.14	3.95	5.77	7.58
	60"	8'-6"	3.56	19.55	23.11	19.03	23'	3.00	4.0	9.00	17.50	26.00	34.50	1.50	2.45	4.66	6.67	9.07
	66"	9'-2"	3.73	21.62	25.35	21.03	25'	3.18	4.0	9.58	18.75	27.92	37.08	1.54	2.88	5.54	8.18	10.84
	72"	10'-0"	3.91	23.68	27.59	23.03	27'	3.30	4.0	10.16	20.16	30.16	40.16	1.58	3.54	6.61	9.87	13.13

$\Delta$  See General Note No. 5.  
See Sheet 5 For 3" Slab Quantities

■ Values shown for estimating pipe quantities  
and are for information only.

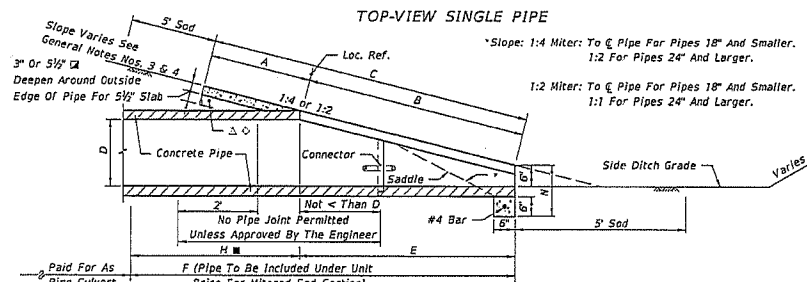
B E  
 $\Delta$  6.42'  $\Delta$  6.25' Dimensions permitted to allow  
use of 8' standard pipe lengths.  
 $\Delta$  10.40'  $\Delta$  10.10' Dimensions permitted to allow  
use of 12' standard pipe lengths.  
 $\Delta$  > Concrete slab shall be deepened to form bridge  
across crown of pipe. See section below.



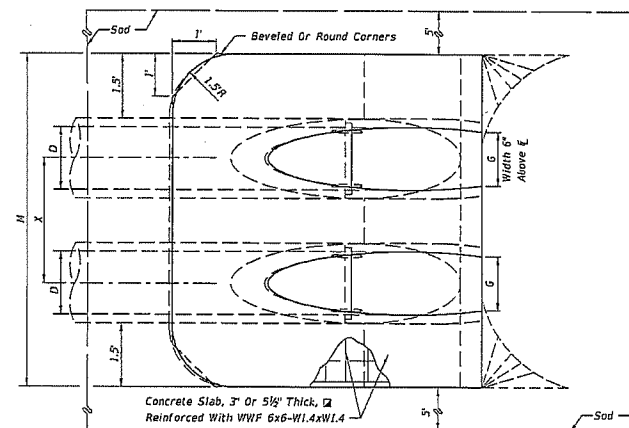
TOP-VIEW SINGLE PIPE

\* Slope: 1:4 Miter: To E Pipe For Pipes 18" And Smaller.  
1:2 For Pipes 24" And Larger.

1:2 Miter: To E Pipe For Pipes 18" And Smaller.  
1:1 For Pipes 24" And Larger.



SECTION



TOP-VIEW MULTIPLE PIPE

NOTE: See sheet 6 for details and notes.

SINGLE AND MULTIPLE ROUND CONCRETE PIPE

LAST REVISION	DESCRIPTION:	2016	INDEX NO.	SHEET NO.
07/01/02		DESIGN STANDARDS	272	1 of 6

**This Instrument Prepared by:**

Excell Communications, Inc.  
3608 7<sup>th</sup> Court South  
Birmingham, AL 35222

Tenant's Site Name: Bogia  
Tenant's Number: F8119

**LAND OPTION AND LEASE AGREEMENT**

THIS AGREEMENT, made this 18 day of July, 2016, between Daniel K. Carpenter and Deborah L. Carpenter, husband and wife, with an address of 4820 Chestnut Road, Molino, FL 32577, hereinafter designated Landlord, whether one or more, and EXCELL COMMUNICATIONS, INC., an Alabama corporation, with an address of 3608 7<sup>th</sup> Court South, Birmingham, AL 35222, hereinafter designated Tenant.

**WITNESSETH:**

WHEREAS Landlord is the owner of certain real property ("Property") located in Escambia County, State of Florida, which Property is more particularly described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS Tenant desires to obtain an option to lease a portion of said Property containing approximately 10,000 square feet (100' x 100') (the "Land"), along with Guy Easements together with an easement appurtenant thereto (the "Easement") as specified in the Paragraph below entitled Lease and Easement, of the "Lease Agreement" below (the "Lease") (said Land and Easement being hereinafter called the "Leased Premises"). The Leased Premises is more specifically described herein in Exhibit "B" and as shown and delineated as the highlighted and/or cross-hatched area on Exhibit "B" attached hereto and made a part hereof, and

WHEREAS, Landlord desires to grant Tenant an option to lease the Leased Premises.

NOW, THEREFORE, in consideration of the sum of [REDACTED], hereinafter referred to as Option Money, to be paid by Tenant to Landlord, which Tenant will provide upon its execution of this Agreement, Landlord hereby grants to Tenant the right and option to lease said Leased Premises pursuant to the Lease set forth below in accordance with the covenants and conditions set forth herein (the "Option").

1. The Option may be exercised at any time on or prior to one year from the date of full execution by both parties.
2. At Tenant's election, and upon Tenant's prior written notification to Landlord, the time during which the Option may be exercised may be further extended until one year from the end of the aforementioned first option period, with an additional payment of [REDACTED] by Tenant to Landlord for the Option period so extended. The time during which the Option may be exercised may be further extended by mutual agreement in writing. If during said Option period, or if the Option is exercised during the term of the lease, Landlord decides to subdivide, sell, or change the status of the Leased Premises or Landlord's Property contiguous thereto, Landlord shall immediately notify Tenant in writing so that Tenant can take steps necessary to protect Tenant's interest in the Leased Premises.
3. Landlord covenants that Landlord is seized of good and sufficient title and interest to the Leased Premises and has full authority to enter into and execute this Agreement. Landlord further covenants that there are no other leases, liens, judgments, easements, encumbrances, restrictions or other impediments of title on the Leased Premises.

4. This Option shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto. This Option may be assigned or transferred at any time by Tenant.

5. Neither Landlord nor Tenant shall be held liable for, or bound by, any statement, agreement or understanding not expressed in this Option.

6. Landlord and Tenant understand and agree that from the date of this Option, the Tenant, its successors or assigns, has the right and privilege to enter upon the Property for the purpose of examining, drilling, surveying and conducting scientific studies, including, but not limited to, environmental and archaeological studies and borings, soil tests, inspections and such other tests and investigations and activities of a similar nature, on or below the ground surface with the understanding that the Landlord will be fully compensated for damage to the Property and crops planted or growing thereon resulting from any such activity by or on behalf of Tenant.

7. In the event Tenant does not exercise this Option on or before the expiration date or any extension thereof, then this Option shall become void and of no effect and all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and Landlord shall retain all Option Money, and no additional money shall be payable by either party to the other.

8. During the Option Period, Landlord shall cooperate with Tenant in accordance with the provisions of the Paragraph below entitled Title Insurance and Tenant shall be bound by the provisions contained in Paragraphs below entitled Liability and Indemnity and Environmental Indemnity.

9. Notice of Tenant's exercise of the Option shall be given by Tenant to Landlord in writing in the manner described in the Paragraph below entitled Notices; provided, however, that notwithstanding any provision to the contrary contained in said Notices Paragraph, the exercise of the Option shall be effective on the date set forth in the notice on which date the following Lease shall become effective ("Commencement Date"):

#### LEASE AGREEMENT

1. Lease and Easement. Landlord hereby leases to Tenant the Land described above, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility (including communications) wires, cables, conduits, pipes, lines and similar facilities together with any and all appurtenances and attachments thereto, over, under or along a forty foot right-of-way extending from the nearest public right-of-way S. Century Blvd/US Hwy 29 to the Land, which also includes a 20' x 20' turnaround area, the Easement. Landlord shall cooperate with Tenant in its efforts to obtain utility services along said Easement by signing such documents or agreements as may be required by said utility companies.

2. Right to Survey. Landlord also hereby grants to Tenant the right to survey said Leased Premises, and the survey and legal description on said survey shall then become Exhibit "C", which shall be made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B". Landlord grants Tenant the right to take measurements, make calculations, or to note other structures, setbacks, uses, or other information as deemed by Tenant to be relevant and pertinent, as such information relates to Landlord's real property, leased or otherwise abutting or surrounding the Leased Premises. Cost for such work shall be borne by Tenant.

3. Initial Term and Rent. This Lease shall be for an initial term of five (5) years (the "Initial Term"), beginning on the Commencement Date, at a monthly rental of [REDACTED], which shall be due and payable on the 1<sup>st</sup> day of each month. Rental for any partial month shall be prorated.

4. Extension Term, Rent and Payment.

(a) Extension Term. Tenant shall have the option to extend this Lease for nine (9) additional five (5) year terms (each an "Extension Term"). Unless Tenant shall have given to Landlord written notice of its election not to renew this Lease on or before three (3) months prior to the expiration of the Initial Term or, if applicable, the then existing Extension Term, this Lease shall automatically be extended for the next Extension Term. In the event that Tenant so notifies Landlord of its election not to extend, this Lease shall terminate.

(b) Rent. The monthly rent during each subsequent Extension Term shall be in accordance with the following schedule:

- (i) First (1st) Extension Term
- (ii) Second (2nd) Extension Term
- (iii) Third (3rd) Extension Term
- (iv) Fourth (4th) Extension Term
- (v) Fifth (5<sup>th</sup>) Extension Term
- (vi) Sixth (6<sup>th</sup>) Extension Term
- (vii) Seventh (7<sup>th</sup>) Extension Term
- (viii) Eighth (8<sup>th</sup>) Extension Term
- (ix) Ninth (9<sup>th</sup>) Extension Term



(c) Payment. Tenant shall pay rent at the rates set forth above beginning on the Commencement Date and on the 1<sup>st</sup> day of each month thereafter, during the Initial Term and any subsequent Extension Term(s). Rental for any partial month shall be prorated. Tenant shall make such payment to the address set forth below, or to such other address as Landlord shall, from time to time, designate by written notice:

Daniel and Deborah Carpenter  
4820 Chestnut Road  
Molino, FL 32577

5. Holdover. If at the end of the ninth (9th) Extension Term this Lease has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the ninth (9th) Extension Term.

6. Tenant's Facilities. Tenant shall use the Leased Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto, including a building or buildings to shelter telecommunications equipment and related office space, a free standing antenna structure of sufficient height now or in the future to meet Tenant's telecommunication needs and all related facilities and necessary connecting appurtenances as well as a security fence to be placed around the perimeter of the Leased Premises (not including the access easement) ("Tenant's Facilities"). All Improvements shall be at Tenant's expense and Landlord grants Tenant the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of Tenant's Facilities, including, without limitation, the right to develop slope easements and control drainage away from the Leased Premises. Tenant will maintain the Leased Premises in a reasonable condition. It is understood and agreed that Tenant's ability to use the Leased Premises is contingent upon its obtaining after the Commencement Date of this Lease, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with

respect to the proposed use thereof by Tenant. Landlord agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Leased Premises as required for the use intended by Tenant. Tenant will perform all other acts and bear expenses associated with the rezoning procedure. Landlord agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority or soil boring or similar tests are found to be unsatisfactory so that Tenant, in its reasonable discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing in accordance with the Paragraph below entitled Notices. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and, except as specifically excepted herein, all the parties shall have no further obligations, including the payment of money, to each other.

7. Liability and Indemnity. Each party shall hold harmless and indemnify the other party against and from any loss, injury, death, act of God failure or damage to persons or property which at any time may be suffered or sustained by any third party who may at any time be using or occupying or visiting the Leased Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage is caused by any wrongful act or omission, negligence or breach of the indemnifying party, its agents, employees and contractors. This Paragraph shall survive the expiration, assignment or termination of this Lease.

8. Insurance. Tenant agrees to acquire and maintain during the term of this Lease:

(a) Commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence.

(b) Worker's Compensation coverage in compliance with Federal and/or State laws and Employer's Liability with a minimum limit of \$1,000,000 per occurrence.

(c) Business Auto Liability covering autos of the Tenant, including owned, hired and non-owned autos, for Bodily Injury and Property Damage with a combined single limit of \$2,000,000 each Occurrence.

Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises provided that all of the foregoing requirements are satisfied. Tenant shall name the Landlord as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish Landlord with a certificate of insurance upon request.

9. Taxes. Tenant will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against Tenant's Facilities on the Leased Premises. Tenant shall reimburse Landlord as additional Rent for any increase in real estate taxes levied against the Leased Premises which are directly attributable to Tenant's Facilities and are not separately levied or assessed against Tenant's Facilities by the taxing authorities. Notwithstanding the foregoing, Rent shall be inclusive of any and all applicable sales tax due or owed on Rent payments and it shall be Landlord's responsibility to pay and remit same.

10. Default and Right To Cure. The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within

such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

11. Termination by Tenant for Convenience. Tenant may terminate this Lease, for any cause whatsoever, by giving thirty (30) days' advance, written notice; provided that should any condition of the Leased Premises render it impossible or impractical for Tenant's purposes (as determined in Tenant's sole discretion) Tenant may terminate this Lease immediately. Upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

12. Removal of Tenant's Facilities. Upon cancellation, revocation, termination or expiration of this Lease, Tenant shall have ninety (90) days within which to vacate the Leased Premises and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. In the event Tenant shall not remove its improvements within the ninety (90) day time period as set forth herein, all such improvements shall become the property of Landlord. There shall be no obligation of Tenant to restore the Leased Premises upon any such removal, except to that extent to render the Leased Premises in as good condition and repair as when first received, reasonable wear and tear excepted. Tenant shall not be liable to Landlord for any damages relating to such removal except as otherwise provided for herein. At Landlord's option when this Lease is terminated and upon Landlord's advance written notice to Tenant, Tenant will leave the foundation and security fence to become property of Landlord. If such time for removal causes Tenant to remain on the Leased Premises after termination of this Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures is completed.

13. Force Majeure. Neither party shall be deemed to be in default of any provision of this Lease or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond a party's reasonable control; provided, however, that this provision shall not relieve either party of the obligation to make rental payments or refunds, or other payments when due and shall not preclude Tenant from terminating this Lease as permitted hereunder, regardless of any 'force majeure' event occurring to Landlord.

14. Sale of Property. Should Landlord, at any time during the term of this Lease, decide to sell all or any part of its real property which is any part of the Leased Premises to a purchaser other than Tenant, such sale shall be under and subject to this Lease and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any other areas of the larger parcel upon which the Leased Premises is situated for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant.

15. Covenant of Quiet Enjoyment. Landlord covenants that so long as Tenant shall pay rent as provided herein and shall keep, observe and perform all of the other covenants and terms of this Lease to be kept, observed and performed by Tenant, then Tenant shall, and may peaceably and quietly have, hold and enjoy the Leased

Premises, for the Term hereof without hindrance, claim or molestation by Landlord or any other person lawfully claiming by, through or under Landlord.

16. Covenant of Title. Landlord covenants that Landlord is seized of good and sufficient title and interest to the full authority to enter into and execute this Lease. Landlord further covenants that there are no other leases, easements, encumbrances, liens, judgments or other impediments of title on the Leased Premises except as may be disclosed on Exhibit "D" hereto.

17. Assignment. This Lease may be assigned or transferred at any time with thirty (30) days' notice to Landlord by Tenant to any party, or at any time without notice to any present or future affiliate of Tenant, and upon any such assignment and assumption by such assignee of Tenant's obligations hereunder, Tenant shall thereby be released of all obligations under this Lease. Tenant may sublease any portion of the Leased Premises for any purposes consistent with the provisions of the above Paragraph of this Lease entitled Tenant's Facilities; provided, however, that no such sublease shall relieve Tenant of its obligations under this Lease.

18. Notices. Except for the notice provided to Landlord by Tenant exercising the Option, all notices required or permitted under this Lease shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand (against receipt); (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, (iii) or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the address(es) indicated below, or to any other address(es) as the parties may designate by notice delivered pursuant to this provision.

Landlord: Daniel and Deborah Carpenter  
4820 Chestnut Road  
Molino, FL 32577

Tenant: Excell Communications, Inc.  
3608 7<sup>th</sup> Court South  
Birmingham, AL 35222

Excell Communications, Inc.  
3608 7<sup>th</sup> Court South  
Birmingham, AL 35222  
Attention: VP of Operations

Excell Communications, Inc.  
520 Maryville Centre Drive, Suite 300  
St. Louis, MO 63141  
Attention: Legal Department

19. Binding Agreement. This Lease shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.

20. Subordination. At Landlord's option, this Lease shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, that every such mortgagee shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Leased Premises as long as Tenant is not in default of this Lease. Tenant shall execute in a timely manner such instruments as may reasonably be required to

evidence this subordination and non-disturbance clause. In the event the Leased Premises is encumbered by a mortgage, Landlord, no later than ten (10) days after this Lease is executed, shall have obtained and furnished to Tenant, a non-disturbance instrument for each such mortgage.

21. Condemnation. If the whole of the Leased Premises or such portion thereof as will, in Tenant's sole judgment, make the Leased Premises unusable for the purposes herein leased, or is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by such public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this provision shall be construed to limit or affect Tenant's right to an award of compensation of any eminent domain proceeding for the taking of Tenant's leasehold interest hereunder.

22. Tenant's Tower. Tenant, at Tenant's option, may erect a guyed tower, a self-supporting tower or a monopole suitable for its proposed use. Should Tenant choose to erect a guyed tower, Landlord shall and hereby does grant Tenant easements for the purpose of anchoring and mounting guy wires (the "Guy Easements") extending from Tenant's tower. The Guy Easements shall be included together with the Land and Easement as part of the Leased Premises. Said Guy Easements shall extend in three (3) directions from the Land, each being a maximum width of 70 feet and being a maximum length equal to 80% of the height of the proposed tower plus 20 feet. By agreement of the parties, said Guy Easements shall be shown on the survey of the Leased Premises that is to be incorporated herein as Exhibit "C".

Upon completion of a survey, if it is determined that any portion of the Guy Easements and/or Leased Premises are located within other property not described in Exhibit "A" of this Lease but within other property owned by Landlord, Landlord and Tenant agree that the description of the other property may be added to and made a part of this Lease as "Attachment 1" to Exhibit "A".

23. Compliance by Tenant. Tenant shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Tenant's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Leased Premises by Tenant, and shall obtain, at Tenant's sole cost and expense, any licenses, permits and other approvals required for Tenant's use of the Leased Premises.

24. Interference.

(a) Landlord agrees not to sell, lease or use any other areas of the larger parcel upon which the Leased Premises is situated for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant.

(b) In the event that Landlord enters into lease or license agreements in the future with others for the larger parcel upon which the Leased Premises is situated for the placement of other communications facilities, then Landlord agrees such leases or license agreements shall include the following provisions:

(i) That such lessees or licensees will install equipment of types and radio frequencies that will not cause interference to Tenant's communications operations being conducted from the Leased Premises;

(ii) that if such lessee or licensee causes interference with Tenant's Facilities, then such lessee or licensee shall take all steps necessary to correct and eliminate the interference;

(iii) that if such interference is not eliminated within forty-eight (48) hours after such lessee's or licensee's receipt of notice of the existence of interference, then such lessee or licensee shall disconnect the electric power and shut down such lessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected and eliminated; and

(iv) that if such interference is not completely corrected and eliminated within thirty (30) days after such lessee's or licensee's receipt of such notice, then such lessee or licensee shall remove such lessee's or licensee's antennas and equipment from the larger parcel upon which the Leased Premises is situated.

25. Utilities. Tenant shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all utilities (including, but not limited to, electricity) consumed by Tenant at the Leased Premises.

26. Environmental Indemnity. Landlord shall hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expenses or liability resulting from any violation by Landlord or its agents, invitees or contractors of any federal state or local environmental statute or other law, or from the presence in, on, under or upon the Leased Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et. seq.*). Tenant shall hold Landlord harmless from and indemnify Landlord from and against any damage, loss, expense or liability resulting from any violation by Tenant or its agents, invitees or contractors of any federal, state or local environmental statute or other law. Landlord's obligations under this Paragraph shall survive the termination or expiration of this Lease.

27. Tenant's Rights. Landlord grants that Tenant has the following rights:

A. Twenty-four (24) hour, seven (7) day a week right of ingress and egress to said guy anchors for the purposes of maintenance, inspection, and installation to insure the proper installation and operation of Tenant's facilities. Such inspection, maintenance and installation shall be Tenant's sole responsibility and all such costs shall be borne by Tenant.

B. The right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon Tenant's facilities or the tower's guy wires.

28. Title Insurance. Tenant, at Tenant's option, may obtain title insurance on the Leased Premises. Landlord, at Landlord's expense, shall cooperate with Tenant's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. At Tenant's option, should Landlord fail to provide requested documentation within thirty (30) days of Tenant's request, or fail to provide the non-disturbance instrument(s) as noted in the above Paragraph of this Lease entitled Subordination, Tenant may withhold and accrue the monthly rental until such time as the requested documents and instruments are received.

29. Partial Invalidity. If any provision of this Lease is found to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can be taken then, notwithstanding such finding, this Lease shall remain in full force and effect and there shall be substituted for such invalid, illegal or enforceable provision a like but equal provision which most nearly effects the intention of the parties. If a like but valid, legal and enforceable provision cannot be substituted, the invalid, illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect,

provided that the performance, rights and obligations of the parties under this Lease are not materially, adversely affected by such deletion.

30. Non-Waiver. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.

31. Additional Provisions. In addition to the terms and conditions set forth in the body of this Lease, this Lease and Tenant's rights hereunder shall be subject to any additional terms and conditions as may be set forth in Exhibit "E" attached hereto and by reference made a part hereof.

32. Memorandum of Lease. This Lease or a memorandum hereof may be recorded at the option and expense of Tenant. Landlord agrees to, upon request of Tenant, execute any appropriate memorandum of this Lease prepared by Tenant at Tenant's expense.

33. Captions Not Controlling. Paragraph, captions or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

34. Brokerage Commissions and Fees. Tenant and Landlord understand and agree that if either has hired, either verbally or in writing, a broker, realtor, finder or other person to act on behalf of, represent or otherwise assist either of them in connection with this Lease or the transactions contemplated by this Lease, any commissions or fees due or claimed to be due by such broker, realtor, finder or other person shall be the sole responsibility of the party that hired such broker, realtor, finder or other person. Each party hereby agrees to indemnify and hold harmless the other party from and against any and all commissions, fees, costs, expenses, damages, or liability arising out of any claim against the indemnified party by any such broker, realtor, finder or other person hired by the indemnifying party.

35. Survival of Representations. For and in consideration of One Hundred and NO/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the indemnification provisions contained in this Lease shall survive the termination, cancellation, assignment and/or expiration of this Lease.

36. Incorporation of Exhibits. The Exhibits referenced in and attached to this Lease shall be deemed an integral part hereof to the same extent as if written at length herein.

37. Duplicate Originals. Duplicate originals of this Lease shall be executed, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

38. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.


39. Entire Agreement. It is agreed and understood that this Lease contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties.


(NO FURTHER TEXT ON THIS PAGE; SIGNATURES BEGIN ON NEXT PAGE)


IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

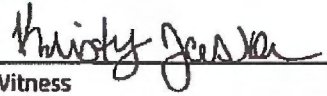
  
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Witness

  
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Witness


  
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Witness

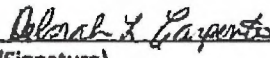
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

LANDLORD:

  
\_\_\_\_\_  
(Signature)

Daniel K. Carpenter  
\_\_\_\_\_  
(Name typed or printed)

  
\_\_\_\_\_  
(Signature)

Deborah L. Carpenter  
\_\_\_\_\_  
(Name typed or printed)

TENANT:

EXCELL COMMUNICATIONS, INC.

  
\_\_\_\_\_  
(Signature)

Michael A. Sandifer  
\_\_\_\_\_  
(Name typed or printed)

VP Operations  
\_\_\_\_\_  
(Title)

STATE OF FLORIDA

COUNTY OF Escambia

I, Richard S Hual, a notary public in and for said county in said state, hereby certify that Daniel K. Carpenter, (the "Landlord") whose name(s) is/are signed to the foregoing instrument and who is known to me, or has provided satisfactory evidence of such identity to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of July, 2016.



[Signature]  
Notary Public

My Commission Expires: 09/30/16

STATE OF FLORIDA

COUNTY OF Escambia

I, Richard S Hual, a notary public in and for said county in said state, hereby certify that Deborah L. Carpenter, (the "Landlord") whose name(s) is/are signed to the foregoing instrument and who is known to me, or has provided satisfactory evidence of such identity to me, acknowledged before me on this day, that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of July, 2016.



[Signature]  
Notary Public

My Commission Expires: 09/30/16

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Nicole A. Nighman a notary public in and for said county in said state, hereby certify that Michael A. Sandifer, whose name as VP of Operations of EXCELL COMMUNICATIONS, INC., an Alabama corporation, (the "Tenant"), is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18 day of July, 2016.



Nicole A. Nighman  
Notary Public

My Commission Expires: \_\_\_\_\_ MY COMMISSION EXPIRES:  
September 22, 2018

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY (ENTIRE LARGER PARCEL)**

**[INSERT OR ATTACH COPY OF LEGAL DESCRIPTION]**

2659 W  
NW

OR BK 5437 PG1073  
Escambia County, Florida  
INSTRUMENT 2004-254275

Prepared By: Deborah A. Timble  
Wilson, Harrall, Smith, Farrington and Ford, P.A.  
307 S. Palafox Street  
Pensacola, FL 32501  
Incidental to the issuance of a title insurance policy.  
File Number: 1-37796  
Parcel ID #: 274N3E1000000000  
Grantee(s) SS #:

DEED DOC STAMPS PD 8 ESC CO 32439.00  
06/22/04 EDDIE LEE MAGARA, CLERK

**WARRANTY DEED  
(CORPORATE)**

This WARRANTY DEED, dated 06/15/2004 by:  
EMP Whole Loan 1, LLC, a Delaware Limited Liability Company  
whose post office address is:  
53 Forest Avenue, 2nd Floor, Old Greenwich, CT 06870  
hereinafter called the GRANTOR, to

Daniel K. Carpenter and Deborah L. Carpenter, husband and wife  
whose post office address is: 4820 Chestnut Road, Molino, Fl. 32577  
Century Blvd, Molino FL 32577  
hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:  
See Attached Exhibit

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2004 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.  
EMP Whole Loan 1, LLC, a Delaware Limited

Liability Company  
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: [Signature]  
Print Name: William McKee

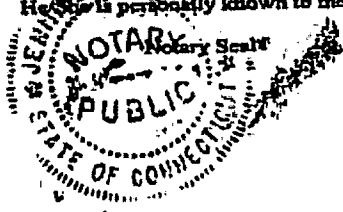
By: [Signature]  
OCG, I, L.L.C. Managing Member, by Andrew Vranos, Member

Signature: [Signature]  
Print Name: Joseph F. Battista

State of CT  
County of Fairfield

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on 06/15/2004 ID

by:  
OCG, I, L.L.C. Managing Member, by Andrew Vranos, Member  
of  
EMP Whole Loan 1, LLC, a Delaware Limited Liability Company  
on behalf of the corporation.  
He is personally known to me or who has produced drivers license as identification.



Signature: [Signature]  
Print Name: JENNIFER MARZULLO  
NOTARY PUBLIC OF CONNECTICUT  
MY COMMISSION EXPIRES 06/15/05

DR BK 5437 PG1074  
Escambia County, Florida  
INSTRUMENT 2004-254275

RCD Jun 22, 2004 11:47 AM  
Escambia County, Florida

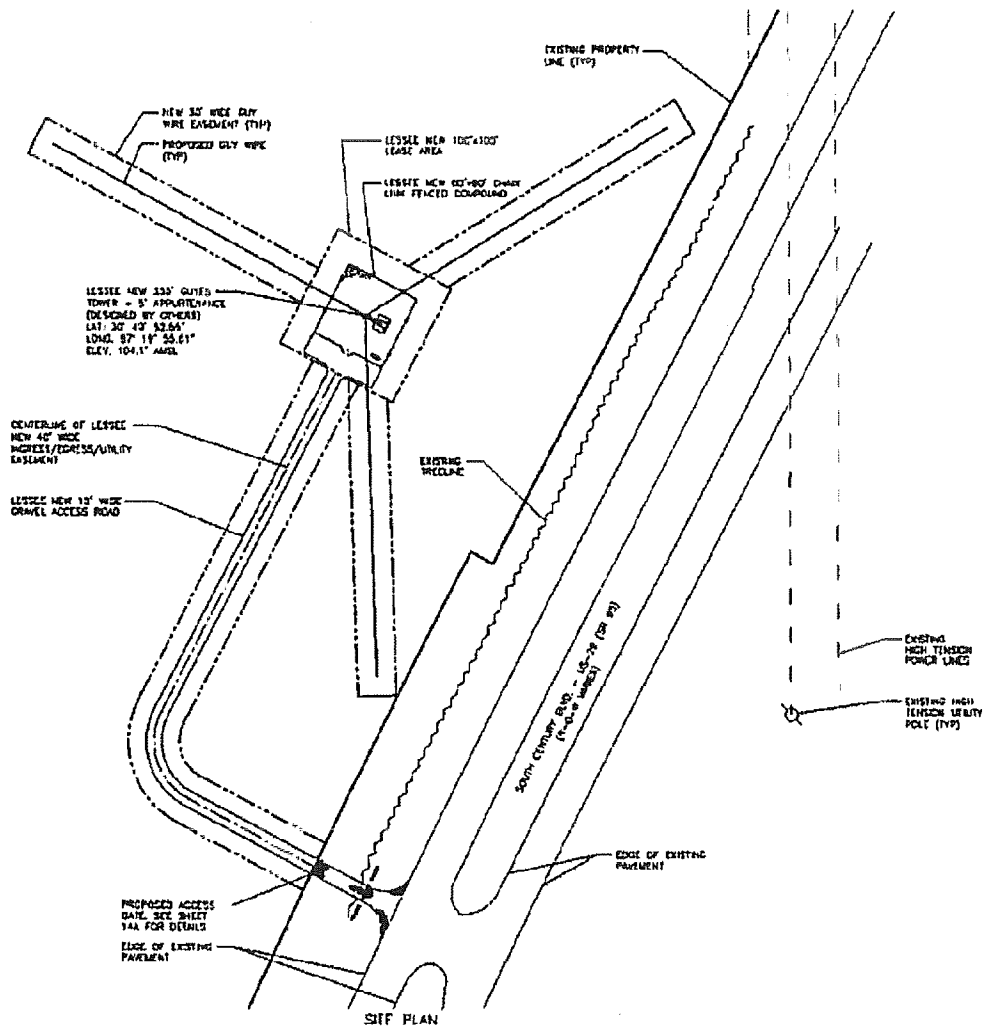
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-254275

Begin at the Northwest corner of fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida; thence go South 02°58'35" West along the West line of said Section for a distance of 500.35 feet; thence go South 87°00'47" East for a distance of 258.00 feet; thence go South 39°40'23" East along the Easterly boundary of that certain parcel of land as described in OR Book 4631 at Page 1181 of the Public Records of said County for a distance of 628.72 feet; thence go North 86°53'46" West along the Southeasterly boundary of the aforesaid parcel of land for a distance of 269.98 feet to an existing capped iron rod #LB6421; thence go South 03°02'27" West along the Easterly boundary of the aforesaid parcel of land for a distance of 662.04 feet to an existing 4" x 4" concrete monument; thence continue South 03°02'27" West for a distance of 8.00 feet, more or less, to the centerline of an existing creek (6.00 feet ± wide); thence meander Westerly and Northwesterly along said centerline of said creek for a distance of 448.00 feet, more or less, to a point of intersection with the West line of said Section 27; said point being South 02°58'35" West, more or less, from the Northwest corner of said Section 27; thence go South 02°58'35" West along said West line of said Section 27 for a distance of 3816.00 feet, more or less, to the Southwest corner of said Section 27; thence go South 87°48'22" East along the South line of said Section 27 for a distance of 1552.67 feet to the intersection with the West right of way line of U.S. Hwy 29 (S.R. 95, Century Blvd., 200' R/W) said point being on a curve having a radius of 7770.20 feet; thence go Northeasterly along said curve to the right for an arc distance of 1360.19 feet (delta = 10°01'47"; chord = N19°56'32"E, 1358.451'); thence go North 65°02'47" West along a radial line of said right of way line for a distance of 20.00 feet to a point on a curve having a radius of 7790.20 feet; thence go Northeasterly along said curve to the right for an arc distance of 371.032 feet (delta = 02°43'44"; chord = N26°17'30"E, 370.997') to a point of tangency; thence go North 27°40'57" East along said Westerly right of way line for a distance of 33.20 feet; thence go South 62°19'03" East along said right of way line for a distance of 20.00 feet; thence go North 27°40'57" East along said right of way line for a distance of 600.00 feet; thence go North 62°19'03" West along said right of way line for a distance of 50.00 feet; thence go North 27°40'57" East along said right of way line for a distance of 703.91 feet to a point of intersection with the Northerly line of Fractional Section 27 ( Southerly line of Fractional Section 43); thence go North 87°47'54" West along said Section line for a distance of 277.69 feet to the Southwest corner of the aforesaid Fractional Section 43; thence go North 02°34'01" East along the Easterly line of Said Section 27 (Westerly line of Section 43) for a distance of 2407.65 feet to the Northeast corner of said Fractional Section 27; thence go North 87°37'34" West along the North line of said Section 27 for a distance of 2313.89 feet to the Point of Beginning. The above described parcel of land contains 251.302 acres, more or less.

# EXHIBIT "B"

## LEASED PREMISES

### Site Sketch



**EXHIBIT "C"**

**SURVEY AND LEGAL DESCRIPTIONS OF LEASED PREMISES**

By agreement of the Parties, this Exhibit to be incorporated herein upon Tenant's completion of a survey of the Leased Premises and Guy Easements, if applicable.





## LEGAL DESCRIPTION SHEET

### PROPOSED LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN GOVERNMENT LOT 4, FRACTIONAL SECTION 27, TOWNSHIP 4 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/4-INCH CAPPED REBAR (CAP-FL DOT R/W MARKER) FOUND ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH CENTURY BOULEVARD / U.S. 29 HAVING A VARIABLE WIDTH RIGHT OF WAY; THENCE RUNNING ALONG SAID RIGHT OF WAY LINE, NORTH 62°25'43" WEST, 20.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 27°34'17" WEST, 33.20 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, 239.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7750.20 FEET AND BEING SCORBED BY A CHORD BEARING, SOUTH 26°39'45" WEST, 239.92 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING, NORTH 62°24'37" WEST, 112.00 FEET TO A POINT; THENCE, 78.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND BEING SCORBED BY A CHORD BEARING, NORTH 17°24'57" WEST, 70.72 FEET TO A POINT; THENCE, NORTH 27°35'23" EAST, 296.95 FEET TO A POINT; NORTH 62°24'37" WEST, 50.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 27°35'23" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 16°24'37" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 27°35'23" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 62°24'37" WEST, 100.00 FEET TO A POINT; AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

### PROPOSED 40' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A PROPOSED 40-FOOT INGRESS-EGRESS AND UTILITY EASEMENT, LYING AND BEING IN GOVERNMENT LOT 4, FRACTIONAL SECTION 27, TOWNSHIP 4 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/4-INCH CAPPED REBAR (CAP-FL DOT R/W MARKER) FOUND ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH CENTURY BOULEVARD / U.S. 29 HAVING A VARIABLE WIDTH RIGHT OF WAY; THENCE RUNNING ALONG SAID RIGHT OF WAY LINE, NORTH 62°25'43" WEST, 20.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 27°34'17" WEST, 33.20 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, 239.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7750.20 FEET AND BEING SCORBED BY A CHORD BEARING, SOUTH 26°39'45" WEST, 239.92 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING, NORTH 62°24'37" WEST, 112.00 FEET TO A POINT; THENCE, 78.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND BEING SCORBED BY A CHORD BEARING, NORTH 17°24'57" WEST, 70.72 FEET TO A POINT; THENCE, NORTH 27°35'23" EAST, 296.95 FEET TO A POINT TO THE ENDING AT A POINT.

### PROPOSED GUY WIRE EASEMENT #1

TOGETHER WITH A PROPOSED 30-FOOT GUY WIRE EASEMENT, LYING AND BEING IN GOVERNMENT LOT 4, FRACTIONAL SECTION 27, TOWNSHIP 4 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/4-INCH CAPPED REBAR (CAP-FL DOT R/W MARKER) FOUND ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH CENTURY BOULEVARD / U.S. 29 HAVING A VARIABLE WIDTH RIGHT OF WAY; THENCE RUNNING ALONG SAID RIGHT OF WAY LINE, NORTH 62°25'43" WEST, 20.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 27°34'17" WEST, 33.20 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, 239.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7750.20 FEET AND BEING SCORBED BY A CHORD BEARING, SOUTH 26°39'45" WEST, 239.92 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING, NORTH 62°24'37" WEST, 112.00 FEET TO A POINT; THENCE, 78.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND BEING SCORBED BY A CHORD BEARING, NORTH 17°24'57" WEST, 70.72 FEET TO A POINT; THENCE, NORTH 27°35'23" EAST, 296.95 FEET TO A POINT; NORTH 62°24'37" WEST, 50.00 FEET TO A POINT; THENCE, NORTH 27°35'23" EAST, 100.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 61°46'04" WEST, 230.00 FEET TO THE ENDING AT A POINT.

### PROPOSED GUY WIRE EASEMENT #2

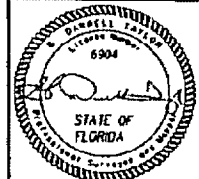
TOGETHER WITH A PROPOSED 30-FOOT GUY WIRE EASEMENT, LYING AND BEING IN GOVERNMENT LOT 4, FRACTIONAL SECTION 27, TOWNSHIP 4 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

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### PROPOSED GUY WIRE EASEMENT #3

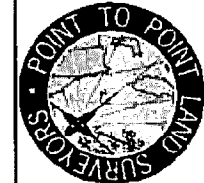
TOGETHER WITH A PROPOSED 30-FOOT GUY WIRE EASEMENT, LYING AND BEING IN GOVERNMENT LOT 4, FRACTIONAL SECTION 27, TOWNSHIP 4 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/4-INCH CAPPED REBAR (CAP-FL DOT R/W MARKER) FOUND ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH CENTURY BOULEVARD / U.S. 29 HAVING A VARIABLE WIDTH RIGHT OF WAY; THENCE RUNNING ALONG SAID RIGHT OF WAY LINE, NORTH 62°25'43" WEST, 20.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 27°34'17" WEST, 33.20 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, 239.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7750.20 FEET AND BEING SCORBED BY A CHORD BEARING, SOUTH 26°39'45" WEST, 239.92 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING, NORTH 62°24'37" WEST, 112.00 FEET TO A POINT; THENCE, 78.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND BEING SCORBED BY A CHORD BEARING, NORTH 17°24'57" WEST, 70.72 FEET TO A POINT; THENCE, NORTH 27°35'23" EAST, 296.95 FEET TO A POINT; NORTH 62°24'37" WEST, 50.00 FEET TO A POINT; THENCE, NORTH 27°35'23" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 62°24'37" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 27°35'23" WEST, 21.87 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 01°46'14" EAST, 222.64 FEET TO THE ENDING AT A POINT.



NO.	DATE	REVISION
1	1/17/2016	ADD. BILL - 199

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



"BOGA"  
 SITE NO.  
 FB119  
 GOVERNMENT LOT 4,  
 FRACTIONAL SECTION 27,  
 TOWNSHIP 4 NORTH, RANGE 31 WEST,  
 ESCAMBA COUNTY, FLORIDA

DRAWN BY: LAL	SHEET
CHECKED BY: JAI	3
APPROVED: C. PER	
DATE: AUGUST 23, 2016	
P27 JOB # - 0240451	OF 1

(PAPER NOT VALID WITHOUT THESE 1 & 2 OF 3)

**PROPOSED 40' INGRESS-EGRESS & UTILITY EASEMENT  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119**

Together with a proposed 40-foot ingress-egress and utility easement, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; Thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; Thence, North 27°35'23" East, 296.95 feet to a point to the ENDING at a point.

As shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

PROPOSED LEASE AREA  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119

All that tract or parcel of land, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described as follows:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point; thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; thence, North 27°35'23" East, 296.95 feet to a point; North 62°24'37" West, 50.00 feet to a point and the true POINT OF BEGINNING; Thence, North 27°35'23" East, 100.00 feet to a point; Thence, South 62°24'37" East, 100.00 feet to a point; Thence, South 27°35'23" West, 100.00 feet to a point; Thence, North 62°24'37" West, 100.00 feet to a point; and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

**PROPOSED 30' GUY WIRE EASEMENT #1  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119**

Together with a proposed 30-foot guy wire easement, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point; thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; thence, North 27°35'23" East, 296.95 feet to a point; North 62°24'37" West, 50.00 feet to a point; thence, North 27°35'23" East, 50.56 feet to a point and the true POINT OF BEGINNING; Thence running, North 61°46'04" West, 230.00 feet to the ENDING at a point.

As shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

PROPOSED 30' GUY WIRE EASEMENT #2  
SOUTHERNLINC WIRELESS  
"BOGIA"  
F8119

Together with a proposed 30-foot guy wire easement, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point; thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; thence, North 27°35'23" East, 296.95 feet to a point; North 62°24'37" West, 50.00 feet to a point; thence, North 27°35'23" East, 100.00 feet to a point; thence, South 62°24'37" East, 79.62 feet to a point and the true POINT OF BEGINNING; Thence running, North 58°13'49" East, 221.88 feet to the ENDING at a point.

As shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

**PROPOSED 30' GUY WIRE EASEMENT #3**  
**SOUTHERNLINC WIRELESS**  
**"BOGIA"**  
**F8119**

Together with a proposed 30-foot guy wire easement, lying and being in Government Lot 4, fractional Section 27, Township 4 North, Range 31 West, Escambia County, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a ½-inch capped rebar (Cap: FL DOT R/W Marker) found on the westerly right-of-way line of South Century Boulevard / U.S. 29 (having a variable width right-of-way); thence running along said right-of-way line, North 62°25'43" West, 20.00 feet to a point; thence continuing along said right-of-way line, South 27°34'17" West, 33.20 feet to a point; thence continuing along said right-of-way line, 239.93 feet along the arc of a curve to the left, having a radius of 7790.20 feet and being scribed by a chord bearing, South 26°39'45" West, 239.92 feet to a point; thence leaving said right-of-way line and running, North 62°24'37" West, 112.00 feet to a point; thence, 78.55 feet along the arc of a curve to the right, having a radius of 50.00 feet and being scribed by a chord bearing, North 17°24'57" West, 70.72 feet to a point; thence, North 27°35'23" East, 296.95 feet to a point; North 62°24'37" West, 50.00 feet to a point; thence, North 27°35'23" East, 100.00 feet to a point; thence, South 62°24'37" East, 100.00 feet to a point; thence, South 27°35'23" West, 21.87 feet to a point and the true POINT OF BEGINNING; Thence running, South 01°46'14" East, 222.64 feet to the ENDING at a point.

As shown in a survey prepared for SouthernLINC Wireless by POINT TO POINT LAND SURVEYORS, INC. dated August 23, 2016, and last revised November 21, 2016.

**EXHIBIT "D"**

**PERMITTED EXCEPTIONS**

**(If none, so state.)**

**By agreement of the Parties, this Exhibit to be incorporated herein upon Tenant's completion of a title examination of the Leased Premises.**

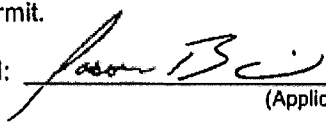
**EXHIBIT "E"**

**ANY ADDITIONAL TERMS AND CONDITIONS**

**NONE**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION APPLICATION**  
**CATEGORY A**850-040-14  
SYSTEMS PLANNING  
09/02

(INDIVIDUAL HOMES, DUPLEXES OR OTHER USES LESS THAN 20 TRIPS/DAY TOTAL)

OFFICE USE ONLY	
Application Number: <u>2017-A-395-0051</u>	Accepted By: <u>Elizabeth Townsend</u> <small>FOOT STAFF (TYPE OR PRINT)</small>
Category: <u>A</u>	Date: <u>8/23/2017</u>
Section Road Number & Mile Post: <u>48060/7.876</u>	
<b>APPLICANT COMPLETE REMAINDER OF FORM</b>	
<b>PART I: APPLICANT INFORMATION</b> (Please type or print)	
APPLICANT: <u>Southern Linc Bogia Cell Tower F-8119</u>	
Mailing Address: <u>3608 7<sup>TH</sup> Court South</u>	
City, State, Zip: <u>Birmingham, AL 35222</u>	
Telephone: <u>205-547-3577</u>	
Physical Address of Site (if different): <u>2401 S. Century Blvd McDavid, FL 32568</u>	
_____ Attach Map & Drawing If Necessary	
PROPERTY OWNER: (if different from above) <u>Daniel K. Carpenter</u>	
Mailing Address: <u>4820 Chestnut Road</u>	
City, State, Zip: <u>Molino, FL 32577</u>	
Telephone: _____	
<b>PART 2: NOTICE TO APPLICANT</b>	
Proposed traffic control features and devices in the right of way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features in the future in order to promote safety in the right of way or efficient traffic operations on the highway. Expenditure by the applicant of monies for installation or maintenance of such features shall not create any interest in the features or their maintenance.	
<b>PART 3: CERTIFICATION AND SIGNATURE</b>	
I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief such information is true, complete and accurate. I will not begin work on the connection until I receive my Permit and I understand all the conditions of the Permit. When I begin work on the connection I am accepting all conditions listed in my Permit.	
Signed: <u></u> <small>(Applicant)</small>	Date: <u>8/23/17</u>
Printed Name: <u>Jason Bain</u>	



August 28, 2017

Hemphill LLC

To Whom It May Concern:

SUBJECT: Valmont File # 383039-01  
Model #42 X 350' Guy Tower  
Site Name: Bogia Site-Escambia Co., FL

Thank you for your inquiry concerning tower design codes and practices as they relate to your requested tower designs.

Valmont Structures has been designing and building guyed and self-supporting towers and monopoles since the early 1950's. During this time, we have sold thousands of towers ranging in height from as little as 50' high to in excess of 1400'. These towers were individually engineered to accommodate the loading requirements imparted by the design wind speed, ice considerations, antenna loading, and other factors dictated by the national code requirements existing at the time the tower was built.

The ANSI/TIA-222-G-05 Standard represents the latest refinement of specific minimum requirements for tower engineers and manufacturers to follow to help assure that the tower structure and its foundations are designed to meet the most realistic conditions for local weather while assuring that the tower is designed to stringent factors of safety. This tower is designed to 112 MPH (no ice) and 30 MPH (1/4" ice) per ANSI/TIA-222-G-05 with Class II, Topographical category 1, Exposure criteria C and a Crest height of 0 feet.

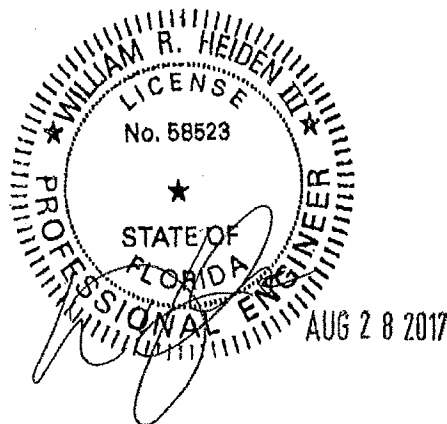
Guyed towers are typically designed to ensure failure of the tower column before failure of the wires. Structural failure would therefore be predicted to result in collapse of the tower like a "carpenter's rule" in the general area of the base of the tower. This would occur because the still-intact guy system would tend to hold the tower column in the vertical orientation during collapse. Therefore, based on this scenario this particular proposed structure will be designed with a theoretical 175' fall zone around the tower, containing the tower in the rare event of tower failure.

Our communications engineering group has licensed Professional Engineers covering a total of 48 states. Valmont Structures is an AISC certified manufacturing facility that employs both AWS and CWB certified welders. In addition, our design, engineering and build processes have been quality audited by our customers including public utilities, telephone companies, government agencies, and of course AISC.

We trust the above and the attached will be helpful to you. If you should need anything else, please let us know at your convenience.

Sincerely,

William R. Heiden III  
Senior Engineer  
Ext. #3243



Communications Division, Valmont Industries, Inc.  
1545 Pidco Drive Plymouth, Indiana 46563-4005 USA  
574-936-4221 Fax 574-936-6796 www.valmont.com

**Board of Adjustment****6. C.**

**Meeting Date:** 11/15/2017  
**CASE:** CU-2017-12  
**APPLICANT:** Jay Patel, Owner of Pavarti Lodging LLC  
**ADDRESS:** 6919 Pensacola Boulevard  
**PROPERTY REFERENCE NO.:** 27-1S-30-3101-006-037  
**ZONING DISTRICT:** HC/LI, Heavy Commercial and Light Industrial district  
**FUTURE LAND USE:** C, Commercial  
**OVERLAY DISTRICT:** N/A

---

**SUBMISSION DATA:****REQUESTED CONDITIONAL USE:**

Request a conditional use to allow the sale of alcohol within 1000' of a place of worship.

**RELEVANT AUTHORITY:**

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended),  
Section:4-7.5(e)

**CRITERIA:**

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended),  
Section 2-6.4  
Sale of Alcohol, Section 4-7.5(e)

**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.**

***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.

**FINDINGS-OF-FACT**

- a. The applicant stated in the application the hours of operations will be 3:00 pm till

11:00 pm.

b. Within the 1000', there are two churches, two restaurants, hotels and motels, commercial establishments, and single-family residences.

c. The subject parcel is directly south of Saint Matthew Lutheran Church and Smyrna Baptist Church is located directly across Pensacola Blvd. The subject parcel and its purposed use is in site of both churches.

d. The applicant stated all alcohol consumption will be within the confines of the building.

e. The applicant has not provided the days of operation. The customers of the hotel and the members of the church may not have hours of operation that will coincide with each other.

### **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 facilities and services appear to provide adequate capacity to serve the proposed use. This facility has operated as a hotel for many years. The applicant states that the hotel has been in operations since 1972.

### **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 existing ingress to and egress from the site and its structures appear to be sufficient for the proposed use. Additional requirements for the proposed use such as parking will be provided during 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**

The business should 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.

### **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**

Solid waste for the facility is currently provided and will be utilized for the proposed use.

### **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 subject property does not buffer any residential uses and the proposed use does not require additional buffering. With regards to the conflicting uses, the church to the north is buffered by a retention pond separating the two uses. The church to the east is separated from the proposed use by the extensive right-of-way of Pensacola Blvd.

### **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 existing signs and lighting appear to be compatible with adjoining properties and other properties in the area. All exterior signs and lights, whether attached or freestanding, will be reviewed during the Site Plan Review process and must meet the LDC requirements for the zoning.

### **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 characteristics of the site appear to adequately accommodate the proposed use. The site characteristics for parking, setbacks and other considerations will be addressed 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 parcel is in HC/LI zoning district which allows restaurants and brewpubs, including on-premise consumption of alcoholic beverages.

**STAFF FINDINGS**

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

The project must meet all conditions imposed through the Development Review process.

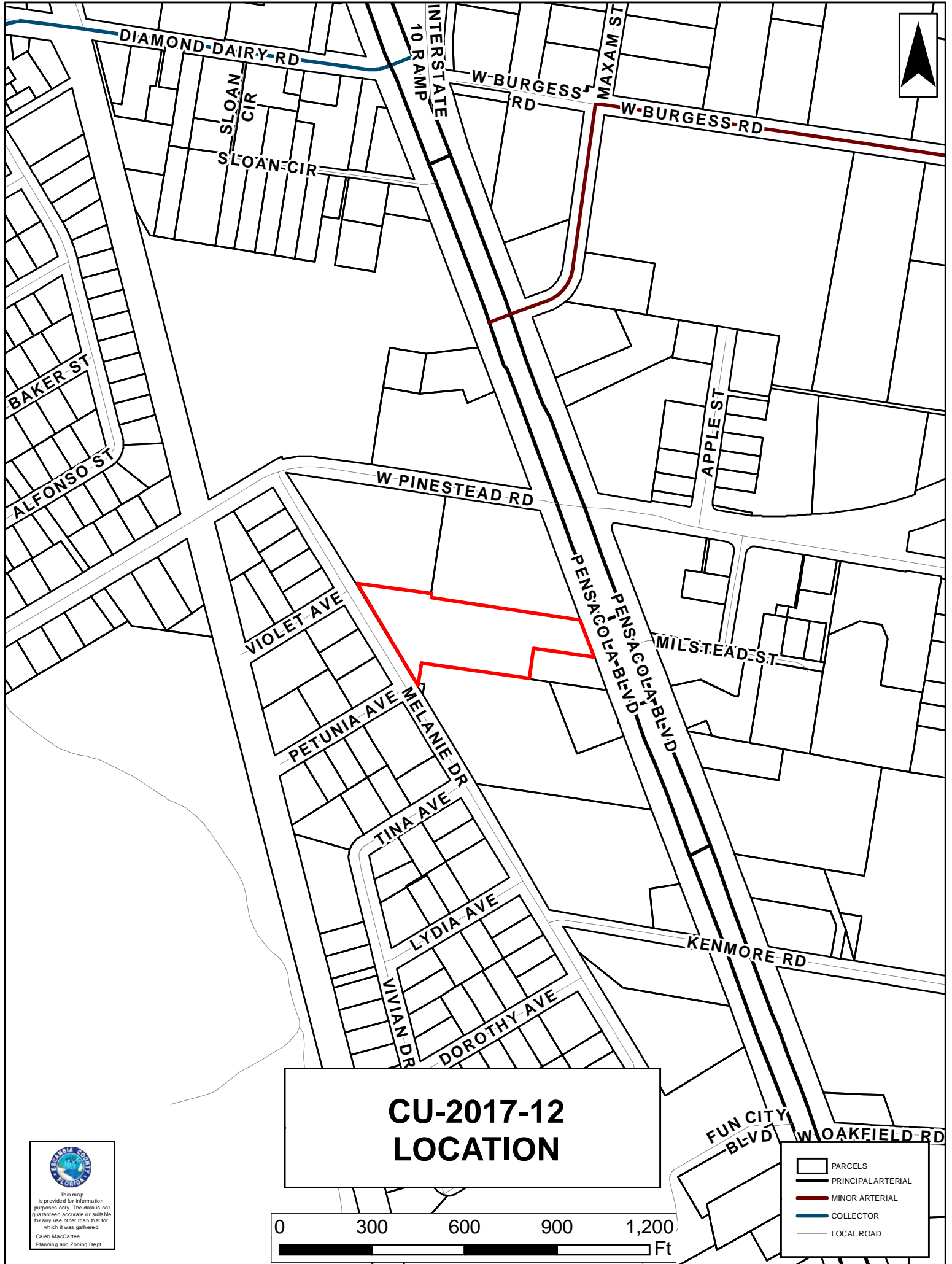
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**Attachments**

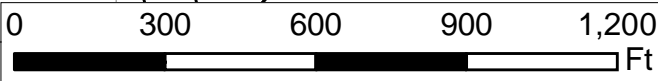
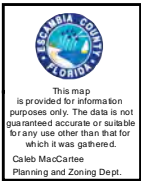
CU-2017-12

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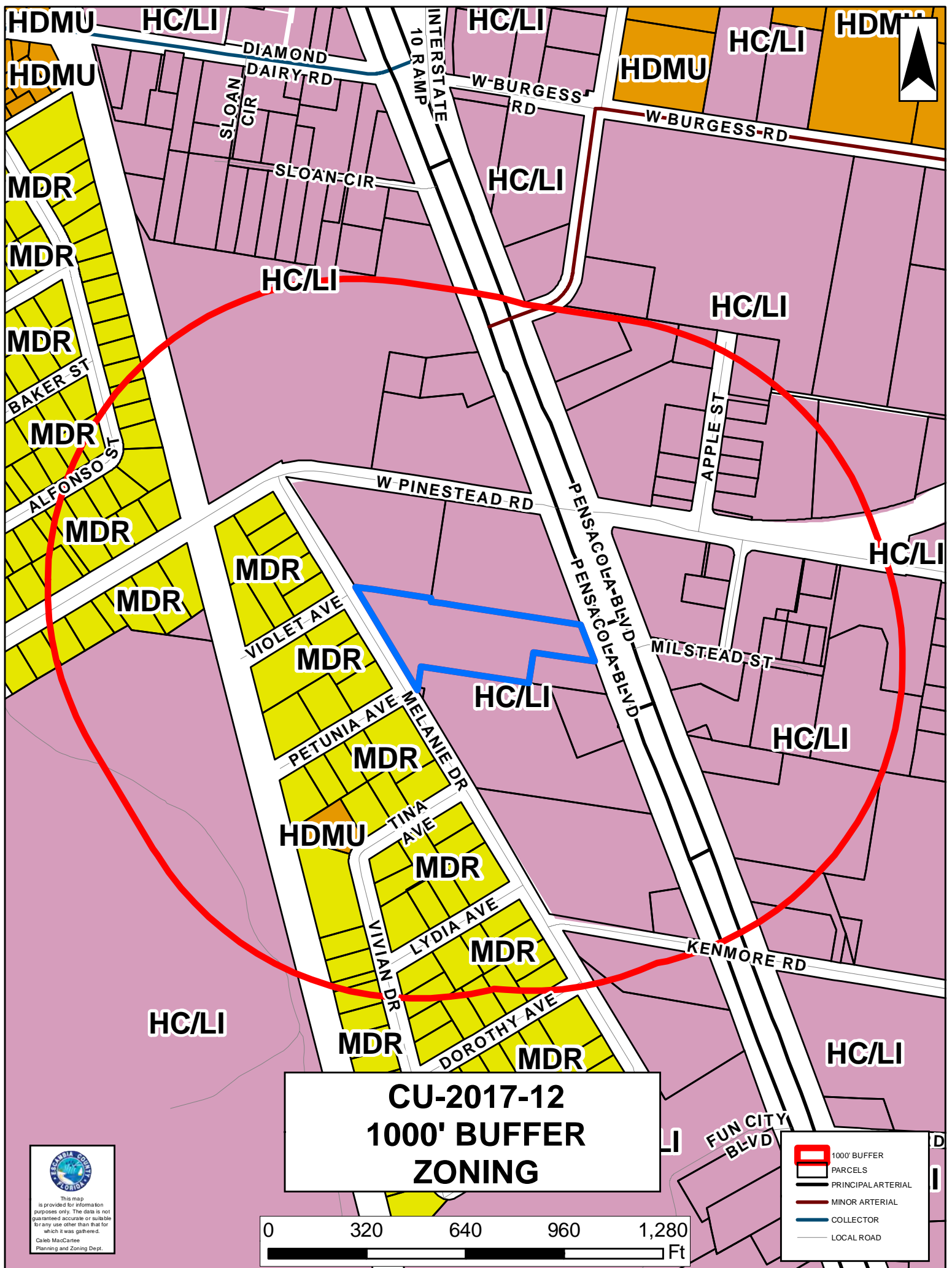
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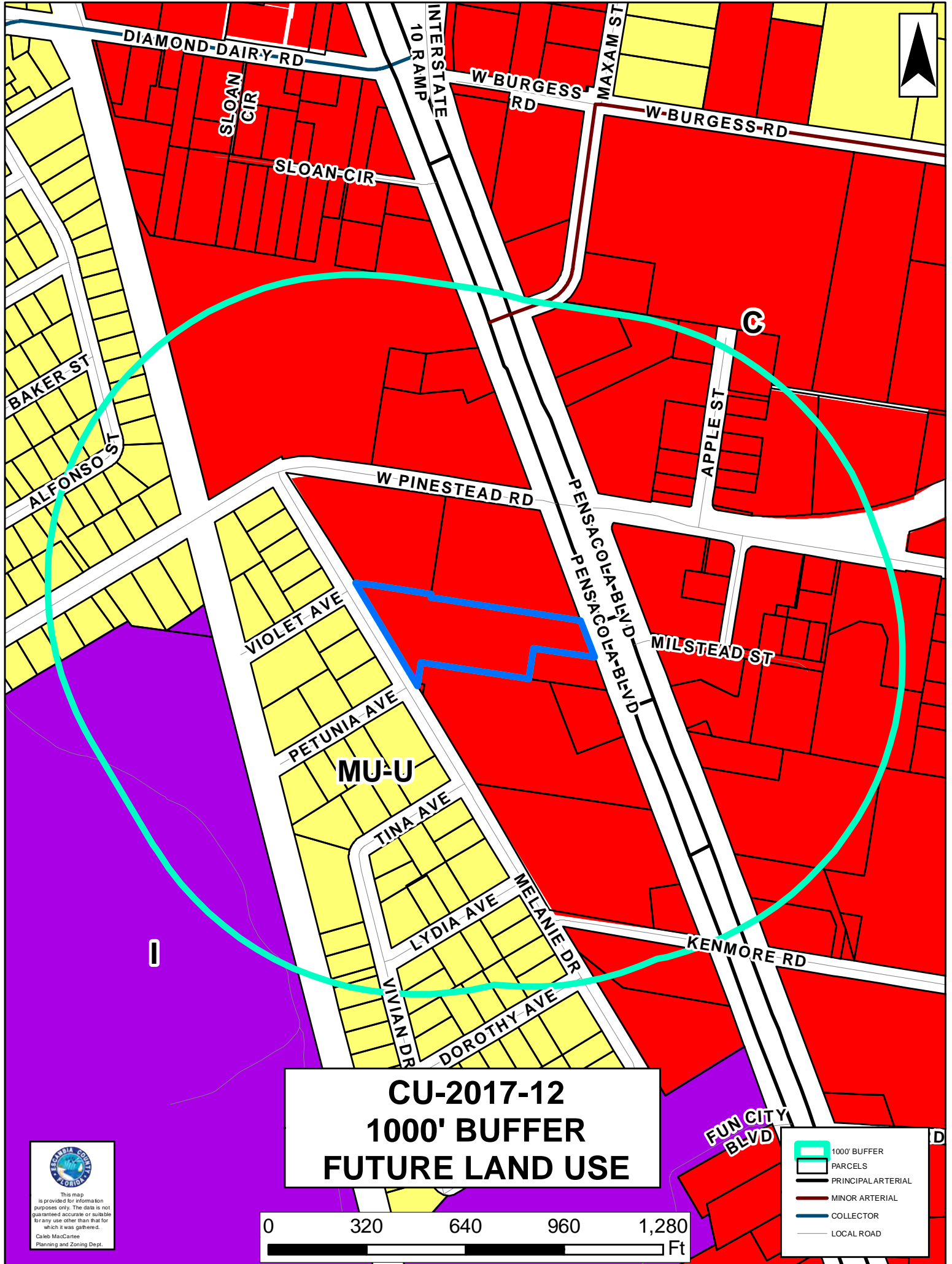


**CU-2017-12  
LOCATION**

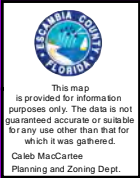
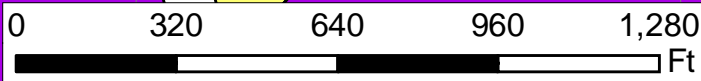


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

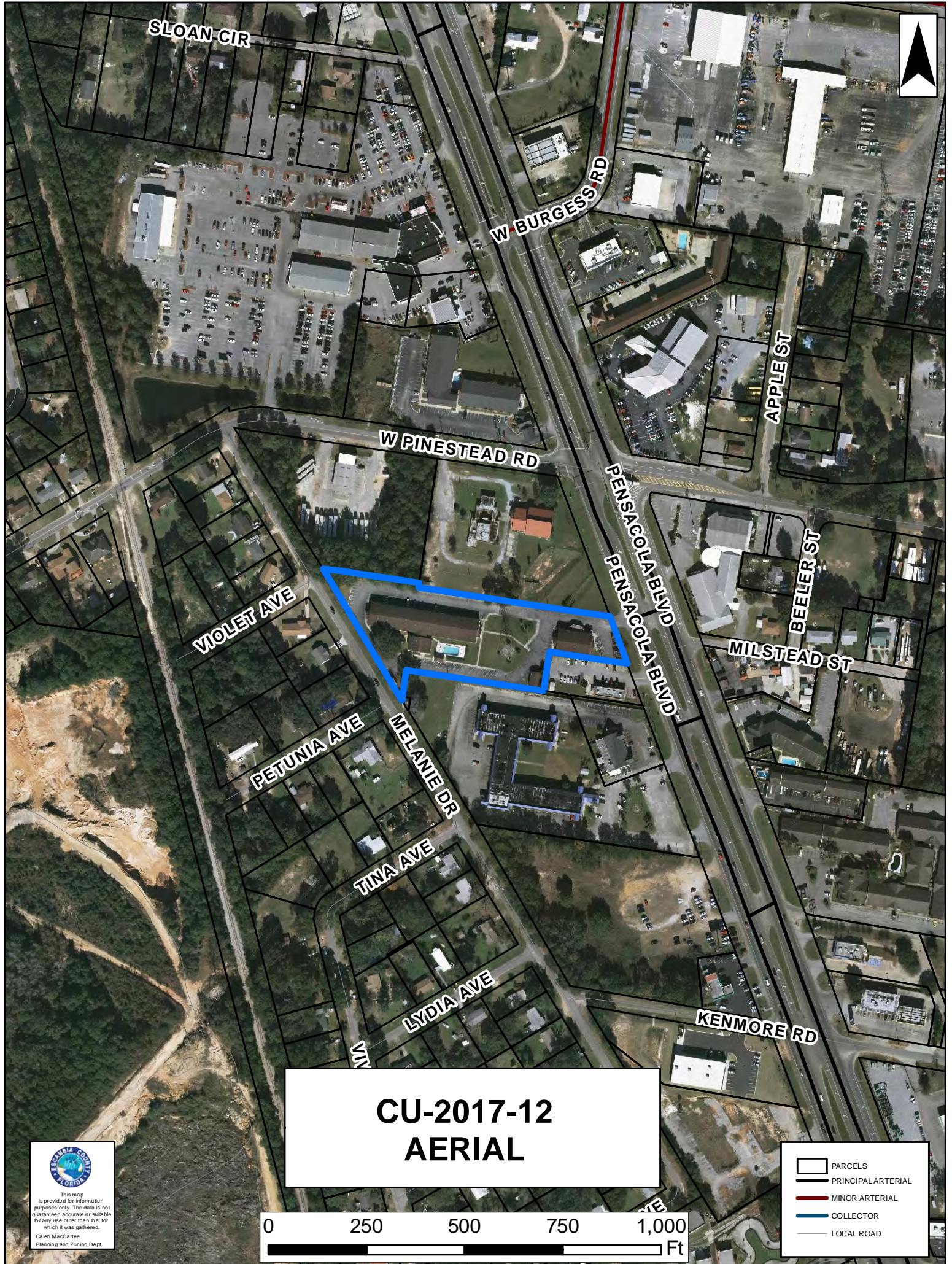





**CU-2017-12**  
**1000' BUFFER**  
**FUTURE LAND USE**

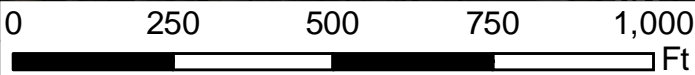







- 1000' BUFFER
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

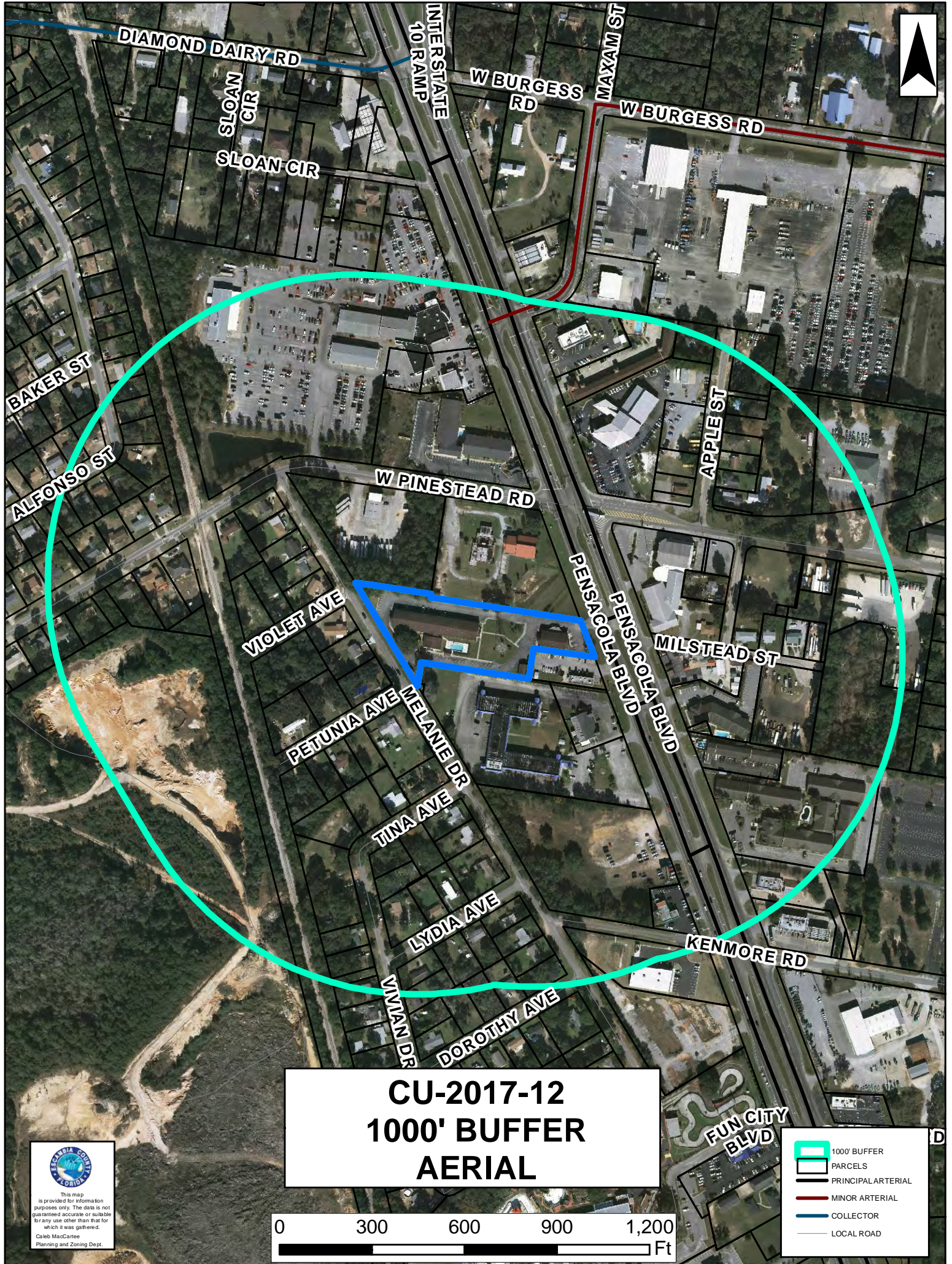


**CU-2017-12  
AERIAL**


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

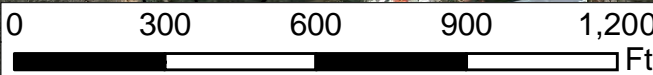


-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



**CU-2017-12  
1000' BUFFER  
AERIAL**

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



- 1000' BUFFER
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

# Notice of Public Hearing Sign





Looking West onto to site  
from Pensacola Blvd



Looking North from site  
along Pensacola Blvd



Looking East from site  
across Pensacola Blvd



Looking South from site  
along Pensacola Blvd

**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 CU-2017-12 Accepted by: CM/KM BOA Meeting: 11/15/17

Conditional Use Request for: CONDITIONAL USE OF LIQUOR LICENSE PERMIT

Variance Request for: 6919 PENSACOLA BLVD PENSACOLA, FL 32505

**1. Contact Information:**

A. Property Owner/Applicant: PARVATI LODGING LLC.  
Mailing Address: 6919 PENSACOLA BLVD. PENSACOLA, FL 32505  
Business Phone: 850-912-4722 Cell: 850-393-1780  
Email: Jay@LHS.CC

B. Authorized Agent (if applicable): SAME  
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: 6919 PENSACOLA BLVD.  
Parcel ID (s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Total acreage of the subject property: 2.5

C. Existing Zoning: \_\_\_\_\_

FLU Category: \_\_\_\_\_

D. Is the subject property developed (if yes, explain): YES, Currently a  
110 unit CLARION HOTEL

E. Sanitary Sewer: ✓ Septic: ✓

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.

All in compliance.

8. **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.

yes.

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

Just for Food & Beverage for Hotel Guests

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 Board of Adjustment 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 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 Department.

Agent Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
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)

**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.*

Conditional use shall be for Hotel guest within the Lobby, Bistro area and guest rooms.

Hours of Operations shall be 3:00pm till 11:00pm which are the hour of the Bistro operations.

- 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.

This facility is a public facility as a Hotel and has been in operations since 1972.

Capacity to Include approx 15 seating area with the Bistro area.

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.

All Access for ingress & egress and it's current  
Structure are in compliance including but not limited  
to Emergency Vehicle access.

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.

NO it DOES NOT. PRIMARY USE OF facility is Hotel.

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.

YES, 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.

N/A

**3. Amendment Request**

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

Subject Location is a Hotel and have added a Bistro to the Lobby of the Hotel for Hotel Guest to eat and drink while they are guest of the hotel.

- 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.

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

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### 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 595-3475.

**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. \_\_\_\_\_ 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 place a public notice sign(s) on the property referenced herein.; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Department.

\_\_\_\_\_  
Signature of Owner/Agent

Jay S. Patel  
Printed Name of Owner/Agent

STATE OF FL COUNTY OF Escambia The foregoing instrument  
was acknowledged before me this 26 day September of

2017, by \_\_\_\_\_.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: \_\_\_\_\_

Kayla Renae Meador

Signature of Notary

Kayla Renae Meador

Printed Name of Notary



(Notary Seal)

Prepared by and return to:  
Kerry Anne Schultz, Esquire  
Fountain, Schultz & Associates, P.L.  
2045 Fountain Professional Ct Suite A  
Navarre, FL 32566  
(850) 939-3535  
File Number: 15-00669.RC

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 9<sup>th</sup> day of May, 2016 between LHS PENSACOLA #4, INC., a Florida corporation, whose post office address is 6919 Pensacola Boulevard, Pensacola, Florida 32505, hereinafter grantor, and PARVATI HOSPITALITY, L.L.C., a Florida limited liability company, whose post office address is 6919 Pensacola Boulevard, Pensacola, Florida 32505, hereinafter grantee:

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

See Exhibit "A" attached hereto and incorporated by reference.

and the Grantor does hereby fully warrant the title to said land, will defend the same against the lawful claims of all person whomsoever. "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Kerry Anne Schultz

Witness Name: Bridget Keul

Bridget Roberts

LHS PENSACOLA #4, INC.

By: Jay Patel

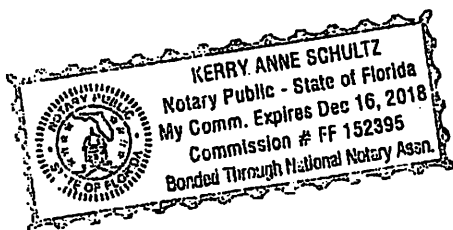
Its: President

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2016 by Jay Patel, President of LHS PENSACOLA #4, INC., who [ ] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]

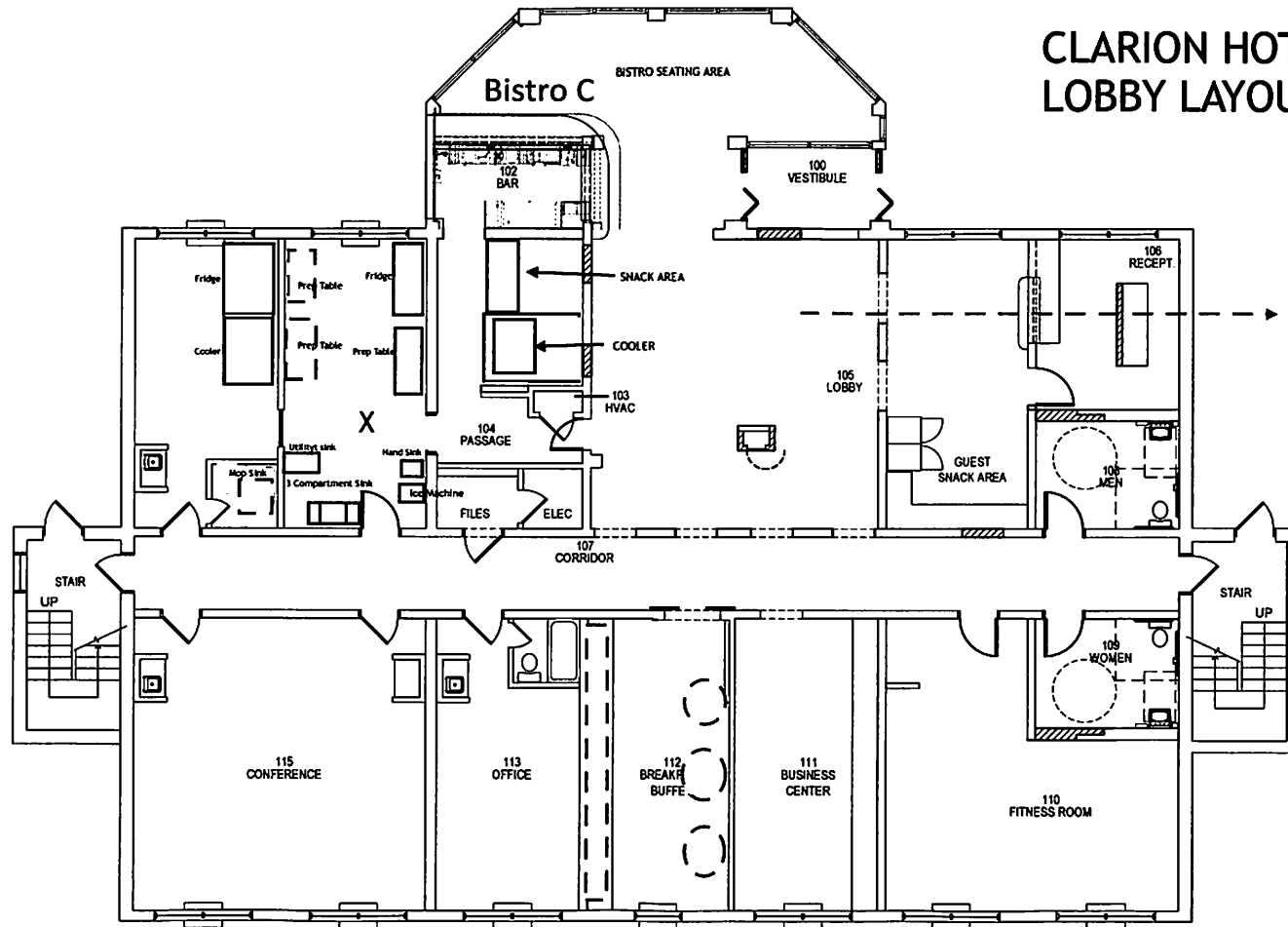
Notary Public



The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Beginning at the Southeast corner of Lot 39, according to the plat of the NATIONAL LAND SALES COMPANY'S SUBDIVISION OF PARTS OF SECTIONS 25 & 27, TOWNSHIP 1 SOUTH, RANGE 30 WEST, as recorded in Deed Book 89, page 226, of the Public Records of Escambia County, Florida; thence North along the East line of said Lot 39 for 77.20 feet; thence East deflecting right  $90^{\circ} 14'$  and along the North boundary line of the Days Inn Corp. for 354.44 feet; thence North deflecting left  $90^{\circ} 14'$  for 100.00 feet; thence East deflecting right for  $90^{\circ} 14'$  for 200.00 feet to the West right of way line of State Road 95 (200 feet right of way); thence Northwesterly deflecting left  $119^{\circ} 03' 30''$  and along said West right of way line for 127.09 feet to the Southeast corner of the Southern District Lutheran Church property as described in Official Records Book 189, page 684, of the Public Records of said County; thence West along the South line of said church property deflecting left  $60^{\circ} 56' 30''$  for 492.81 feet to the East line of Lot 39; thence North along said East lot line deflecting right  $89^{\circ} 46'$  for 11.89 feet; thence West deflecting to the left  $89^{\circ} 51' 56''$  (parallel to Pinestead Road) for 247.32 feet to the East right of way line of Melanie Drive (66 feet right of way); thence Southeasterly deflecting left  $129^{\circ} 34' 57''$  and along said East right of way for 389.25 feet to the point of beginning.

# CLARION HOTEL LOBBY LAYOUT



PROPOSED ALTERNATE 12.15.2016

SCALE 1/8" = 1'-0"

6919 PENSACOLA BLVD., PENSACOLA, FL 32505