

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
February 1, 2018–8:30 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 Resume Meeting Minutes from the December 20, 2017 Board of Adjustment Meeting.
6. **Consideration of the following cases:**
 - A. **Case No.: CU-2017-16**
Address: 5831 Pensacola Boulevard
Request: Conditional Use to Allow Automobile Sales, Used Autos Only
Requested by: Emily Webster, Agent for RAC Land LLC, Owner
 - B. **Case No.: CU-2018-01**
Address: 1671 Success Lane
Request: A Conditional Use to Operate a Medical Heliport From This Location
Requested by: James Hughs, Agent for Daniel Harrison, Owner
 - C. **Case No.: V-2018-01**
Address: 5869 Kaiser Lane

Request: A Variance to Reduce the Required 11.50 Feet Side Setback to a 3.0 Feet Side Setback to Construct a Residential Addition

Requested by: Patrick and Paula Pulaski, Owners

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, February 21, 2018, 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: 02/01/2018

Attachments

Draft December 20, 2017 Board of Adjustment Meeting Minutes

DRAFT

RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD December 20, 2017

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:30 A.M. – 8:53 A.M.)

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

Absent: Frederick J. Gant

Staff Present: Andrew Holmer, Division Manager, Planning & Zoning
Caleb MacCartee, Urban Planner, Planning & Zoning
John Fisher, Senior Urban Planner, Planning & Zoning
Kayla Meador, Sr Office Assistant
Kristin Hual, Assistant County Attorney

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 Judy Gund

Motion was made to accept the December 20, 2017 BOA Meeting Packet.

Vote: 6 - 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: 6 - 0 Approved

5. Approval of Resume Minutes.

- A. Approval of the November 13, 2017, and November 15, 2017, Board of Adjustment Meeting Minutes.

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

Motion was made to approve the November 13th and November 15th Resume meeting minutes.

Vote: 6 - 0 Approved

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

- A. **Case No.: V-2018-09**

Address: 14599 Innerarity Point Road

Request: Variance to Increase the Maximum Fence Height in a Residential District From Four Feet to Seven Feet

Requested by: Joseph Passeretti, Agent for Michael and Patricia Addison, Owners

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's Findings of Fact and approve the Variance.

Vote: 6 - 0 Approved

B. Case No.: CU-2017-13

Address: 1230 Perdido Manor Drive
Request: Conditional Use to Construct Permanent Restrooms
in a Park Within the Low Density Residential Zoning
District
Requested by: Kenneth C. Horne, Agent for Pensacola Christian
College Inc, 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's Findings of Fact and to approve the Conditional Use.

Vote: 6 - 0 Approved

C. Case No.: CU-2017-14

Address: 4211 Mobile Hwy
Request: Conditional Use to Allow Automobile Sales, Used
Autos Only, and Automobile Rental Limited to the
Same Restrictions as Used Automobile Sales
Requested by: Edward Vigil, Agent for JoAnn Catanese, Divisional
VP, Real Estate Kmart Corporation, 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's Findings of Fact and to approve the Conditional Use.

Vote: 6 - 0 Approved

D. **Case No.: CU-2017-15**

Address: 60 Rhett Road

Request: Conditional Use to Allow for an Active Outdoor
Recreational Facility in the Commercial (Com)
Zoning District

Requested by: Ken Horne, Agent for Pensacola Christian College
Inc, 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's Findings of Fact and approve the Conditional Use.

Vote: 6 - 0 Approved

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, January 17, 2018, 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: 02/01/2018
CASE: CU-2017-16
APPLICANT: Emily Webster, Agent for RAC Land LLC, Owner
ADDRESS: 5831 Pensacola Blvd
PROPERTY REFERENCE NO.: 47-1S-30-1101-004-063
ZONING DISTRICT: Com, Commercial
FUTURE LAND USE: C, Commercial
OVERLAY DISTRICT: N/A

SUBMISSION DATA:

REQUESTED CONDITIONAL USE:

Conditional use to allow automobile sales, used autos only.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended),
Section:3-2.10.c.2.b

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

Pensacola Blvd is a principal arterial road that is heavily traveled. Properties in the immediate area support a mixture of commercial uses. This site has been used for auto sales for many years. The proposed used automobile sales is compatible with the adjacent properties and other properties in the immediate are.

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

Public services and facilities are available as this site has been used for used automobile sales in the past. A site visit and aerial images reveal that this site has been

used in a commercial capacity in the past. The applicant states that existing services are available. The proposed use will be further evaluated during the Site Plan Review process.

CRITERION (c)

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

FINDINGS-OF-FACT

This site has ingress and egress from Pensacola Blvd and Van Pelt Ln and appears to be sufficient for the proposed use. Additional requirements will be evaluated 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 site is surrounded by uses that are of similar intensity of the proposed use. No nuisances and hazards appear to effect the surrounding uses at this time. The avoidance of nuisances and hazards to the adjacent properties and properties in the immediate area will be evaluated during the Site Plan Review process.

CRITERION (e)

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

FINDINGS-OF-FACT

The applicant states that solid waste containers will be stored in the rear of the property. This will be further evaluated during the site plan review process.

CRITERION (f)

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

FINDINGS OF FACT:

Screening and buffering to protect adjacent properties as required by the Land Development Code (LDC) will be addressed during the Site Plan Review process.

CRITERION (g)

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

FINDINGS OF FACT:

The proposed signs and lights will be further evaluated during the Site Plan Review process.

CRITERION (h)

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

FINDINGS OF FACT:

Based on the applicants request and the historic use of the site, it appears that the site characteristics could accommodate the proposed use. The site characteristics will be further evaluated during the Site Plan Review Process.

CRITERION (i)

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

FINDINGS OF FACT:

The proposed use will comply with additional conditional use requirements of the zoning district and other provisions of the LDC. As stated in Section 3-2.10.c.2.b of the Escambia County LDC, used automobile sales are allowed as a conditional use if the parcel is no larger than one acre and provide a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of-way other than through approved site access. According to the Escambia County Property Appraiser website, this site is 0.9 acres. The barrier requirement will be reviewed during the Site Plan review process.

STAFF FINDINGS

Staff finds that the proposed use for this parcel meets all of the conditional use criteria requirements. If the conditional use is approved, the project will be further evaluated during the Site Plan Review process for compliance with the Escambia County Land Development Code.

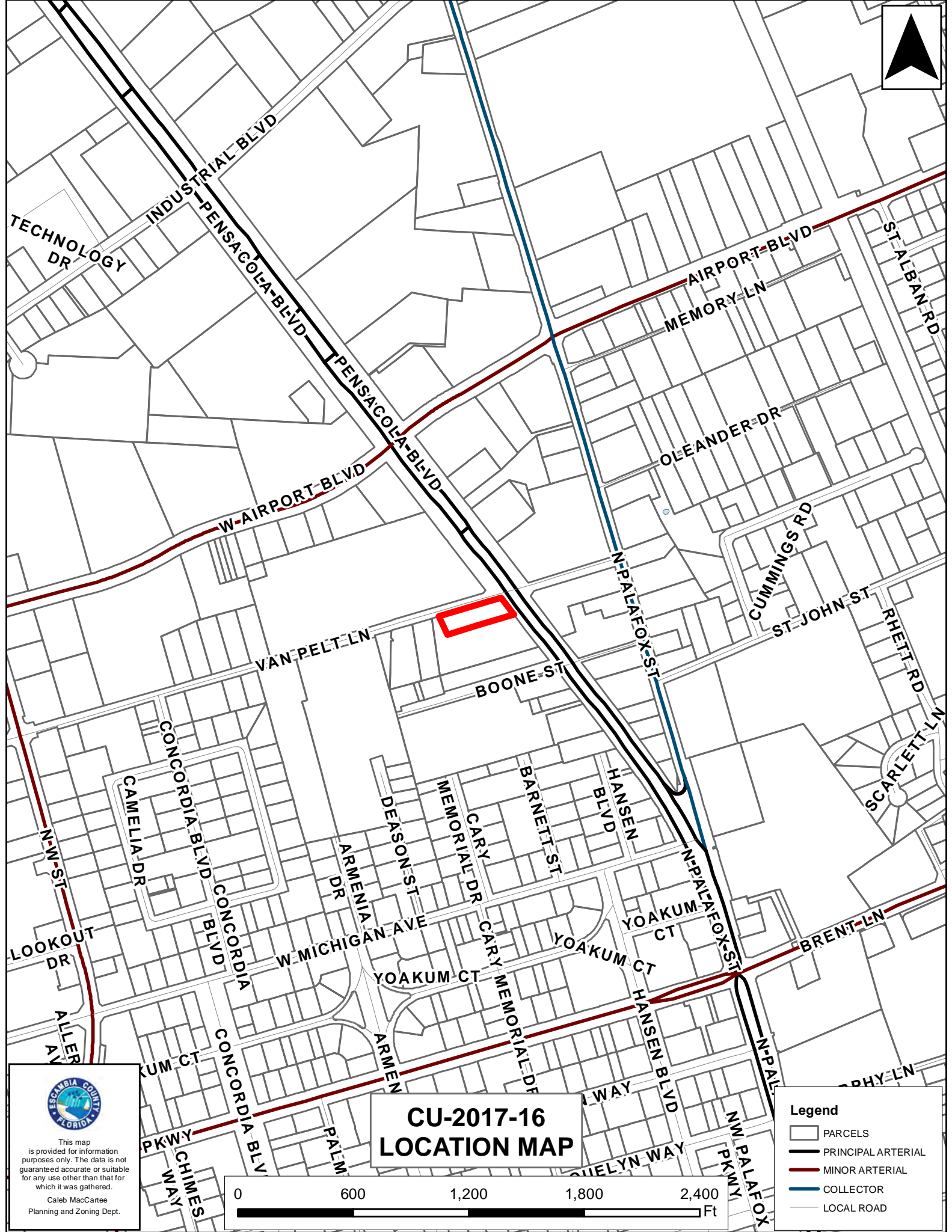
BOA DECISION

BOARD OF ADJUSTMENT FINDINGS

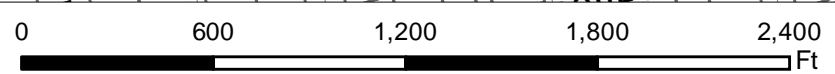
Attachments

Working Case File


CU-2017-16



CU-2017-16 LOCATION MAP

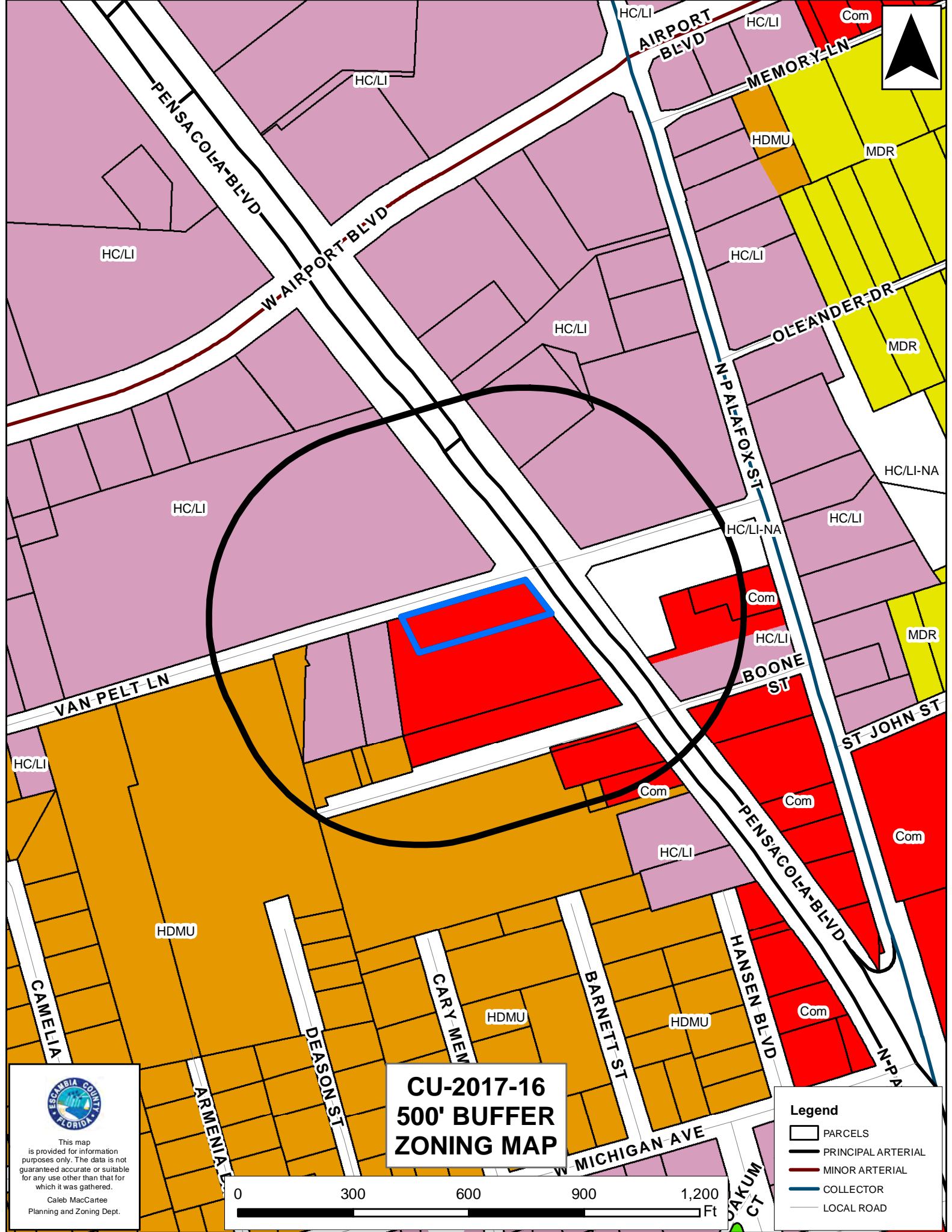



- Legend**
- PARCELS
 - PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD



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

Caleb MacCartee
Planning and Zoning Dept.





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 Caleb MacCartee

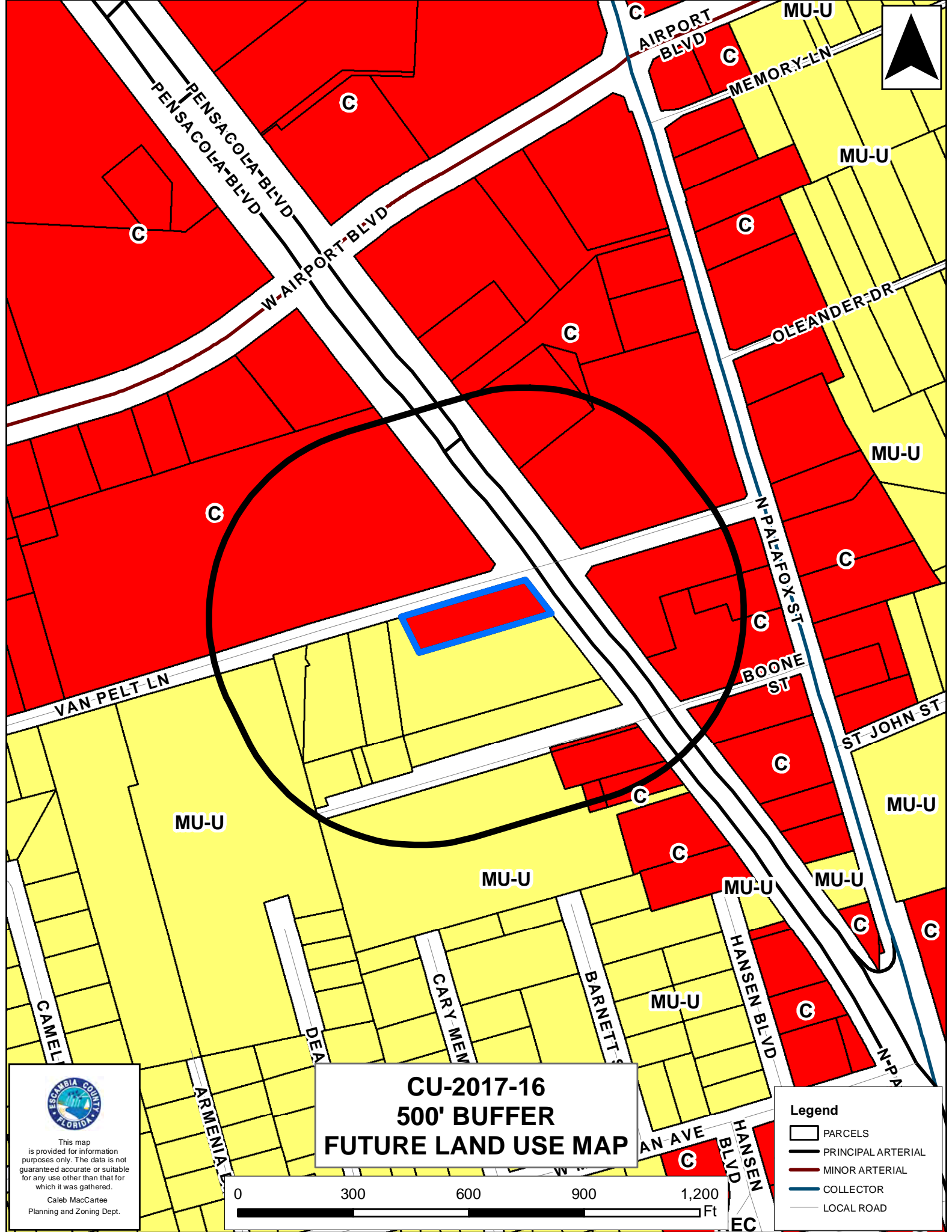
 Planning and Zoning Dept.

CU-2017-16
500' BUFFER
ZONING MAP

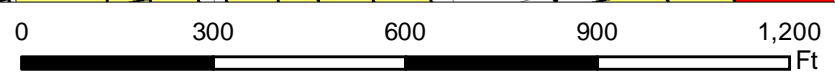


Legend


	PARCELS
	PRINCIPAL ARTERIAL
	MINOR ARTERIAL
	COLLECTOR
	LOCAL ROAD



**CU-2017-16
500' BUFFER
FUTURE LAND USE MAP**



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


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 Caleb MacCartee
 Planning and Zoning Dept.



W AIRPORT BLVD

OLEANDER DR
N PALAFOX ST

PENSACOLA BLVD
PENSACOLA BLVD

VAN PELT LN

BOONE ST






DEASON ST

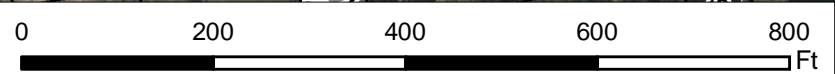
BARNETT ST

H1

CU-2017-16 AERIAL MAP

Legend

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



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

Caleb MacCartee
Planning and Zoning Dept.



Notice of Public Hearing sign



Looking West onto site



Looking North along Pensacola Blvd



Looking East from site across
Pensacola Blvd



Looking South along Pensacola Blvd



Looking West along Van Pelt Ln



Corporate Headquarters
6400 Winchester Road
Memphis, Tennessee 38115
Phone: 901.370.4477
Toll Free: 877.720.4477
Fax: 901.370.4569

November 24, 2017

VIA EMAIL: zoninginfo@myescambia.com
Escambia County Development Services Bureau
Front Counter
3363 West Park Place
Pensacola, FL 32505

**Re: Board of Adjustment Application and Exhibits
5831 Pensacola Blvd
Pensacola, FL 32505
Reference Number: 471S301101004063**

To Whom It May Concern:

Enclosed for your consideration, please find our Board of Adjustment Application and the required exhibits and payment. Please do not hesitate to contact me with any questions at emily.webster@americancarcenter.com or 901-322-5832 or 901-832-2318.

Sincerely,

Emily C. Webster
Corporate Counsel/Compliance Attorney

Enclosures



Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

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

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

Board of Adjustment Application

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

Condition Use Request for: used automobile dealership

Variance Request for: _____

1. Contact Information:

- A. **Property Owner/Applicant:** RAC Land, LLC
 Mailing Address: 5831 Pensacola Blvd. Pensacola, FL 32505
 Business Phone: 901-322-5832 Cell: 901-552-7877
 Email: john.moses@americancarcenter.com
- B. **Authorized Agent (if applicable):** Emily Webster
 Mailing Address: 6775 Lenox Center Ct. #100 Memphis, TN 38115
 Business Phone: 901-322-5832 Cell: 901-832-2318
 Email: emily.webster@americancarcenter.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: 5831 Pensacola Blvd. Pensacola, FL 32505
 Parcel ID (s): 47-1S-30-1101-004-063
- B. Total acreage of the subject property: .9443
- C. Existing Zoning: Commercial
 FLU Category: C
- D. Is the subject property developed (if yes, explain): _____
- E. Sanitary Sewer: Septic:

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 location was previously a used automobile dealership. There are several car dealerships across the street from the property and adjacent to the property.

- 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.

Emerald Coast Utilities Authority handles the water/sewage/garbage pick up for the 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.

There is sufficient parking. Also, there are entrances/exits located on Pensacola Blvd and Van Pelt Lane.

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 unreasonable noise, glare, odor etc... Cars will be parked in the parking lot.

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.

All solid waste containers will be stored near the back of the property

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.

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.

We will obtain the appropriate permits for all signs and lighting.

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

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 5831 Pensacola Blvd Pensacola, FL 32505 (if applicable), Florida, property reference number(s) 47-15-30-1101-004-063

I hereby designate Emily Webster 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 22nd day of November the year of, 2017, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Emily Webster Email: emily.webster@americancarcenter.com
Address: 6775 Lenox Center Ct. #100 Memphis, TN 38115 Phone: 901-322-5832

[Signature]
Signature of Property Owner

John T. Moses G.C./K.P. RACland 11-22-17
Printed Name of Property Owner Date

Signature of Property Owner

Printed Name of Property Owner Date

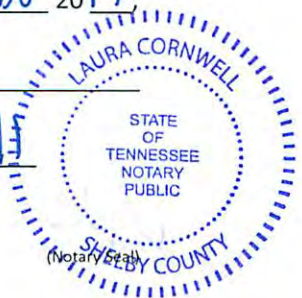
STATE OF Tennessee COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 22 day of November 2017 by John T. Moses.

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

[Signature]
Signature of Notary

Laura Cornwell
Printed Name of Notary
My Commission Expires March 16, 2021



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.

Emily C. Webster
Signature of Owner/Agent

Emily C. Webster
Printed Name Owner/Agent

11-22-17
Date

Signature of Owner

Printed Name of Owner

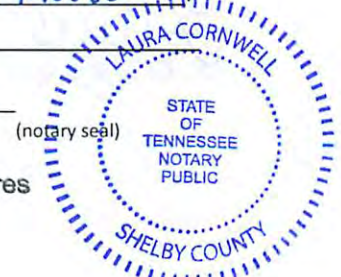
Date

STATE OF Tennessee COUNTY OF Shelby The foregoing instrument was acknowledged before me this 22nd day of November 20 17, by John T. Mosts

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

Laura Cornwell
Signature of Notary

Laura Cornwell
Printed Name of Notary



My Commission Expires
March 16, 2021



Chris Jones
Escambia County Property Appraiser

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

[Back](#)

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

General Information Reference: 471S301101004063 Account: 043031200 Owners: RAC LAND LLC Mail: 6400 WINCHESTER RD MEMPHIS, TN 38115 Situs: 5831 PENSACOLA BLVD 32505 Use Code: AUTO SALES Taxing Authority: COUNTY MSTU Schools (Elem/Int/High): BRENTWOOD/WOODHAM/PENSACOLA Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2017</td> <td>\$273,541</td> <td>\$151,913</td> <td>\$425,454</td> <td>\$425,454</td> </tr> <tr> <td>2016</td> <td>\$273,541</td> <td>\$147,145</td> <td>\$420,686</td> <td>\$420,686</td> </tr> <tr> <td>2015</td> <td>\$273,541</td> <td>\$139,469</td> <td>\$413,010</td> <td>\$413,010</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p> <p style="text-align: center;">★ File for New Homestead Exemption Online</p>	Year	Land	Imprv	Total	Cap Val	2017	\$273,541	\$151,913	\$425,454	\$425,454	2016	\$273,541	\$147,145	\$420,686	\$420,686	2015	\$273,541	\$139,469	\$413,010	\$413,010
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Sales Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/21/2017</td> <td>7733</td> <td>662</td> <td>\$525,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>04/19/2011</td> <td>6713</td> <td>1078</td> <td>\$140,100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>05/2007</td> <td>6145</td> <td>827</td> <td>\$800,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>02/1991</td> <td>2971</td> <td>947</td> <td>\$5,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/1990</td> <td>2886</td> <td>205</td> <td>\$295,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/1988</td> <td>2567</td> <td>21</td> <td>\$300,000</td> <td>SM</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/21/2017	7733	662	\$525,000	WD	View Instr	04/19/2011	6713	1078	\$140,100	CT	View Instr	05/2007	6145	827	\$800,000	WD	View Instr	02/1991	2971	947	\$5,000	WD	View Instr	07/1990	2886	205	\$295,000	WD	View Instr	03/1988	2567	21	\$300,000	SM	View Instr	2017 Certified Roll Exemptions None Legal Description BEG AT SW COR OF BOONE TRACT PLAT DB 289 P 221 N 72 DEG 4 MIN E ALG S LI OF SD TRACT 274 4/10 FT N 17 DEG 56 MIN W... Extra Features ASPHALT PAVEMENT CONCRETE WALKS
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																						
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05/2007	6145	827	\$800,000	WD	View Instr																																						
02/1991	2971	947	\$5,000	WD	View Instr																																						
07/1990	2886	205	\$295,000	WD	View Instr																																						
03/1988	2567	21	\$300,000	SM	View Instr																																						

Parcel Information

Section Map Id: 47-1S-30

Approx. Acreage: 0.9443

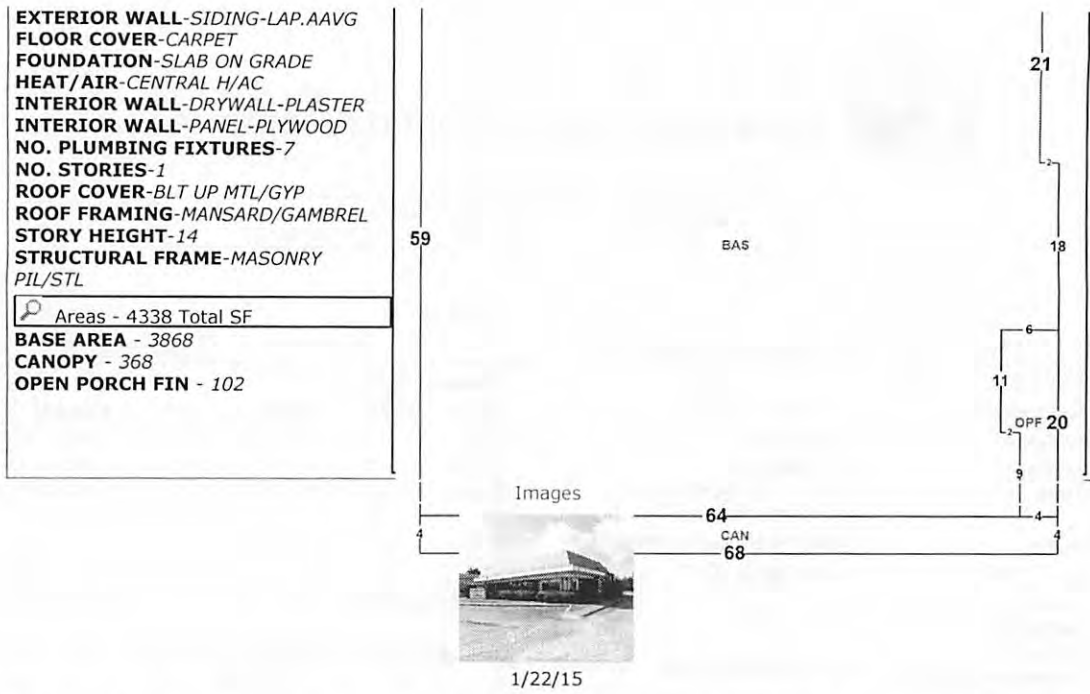
Zoned: Com

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

View Florida Department of Environmental Protection (DEP) Data

Buildings	
Address: 5831 PENSACOLA BLVD, Year Built: 1975, Effective Year: 1975	
Structural Elements	
DECOR/MILLWORK-AVERAGE	
DWELLING UNITS-0	
EXTERIOR WALL-STONE	



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

Last Updated:11/16/2017 (tc.3302)



Development Services Department
Escambia County, Florida

For Office Use Only
 Invoice # _____
 Fee \$ \$30.00
 (fee includes \$5 technical fee)

ZONING VERIFICATION REQUEST FORM

Requestor's Information	Requestor/Agent Name: <u>Emily Webster</u>	Date: <u>11/14/17</u>
	Phone #: <u>92-322-5832</u> Fax #: _____	Escrow Account # _____ <small>(if applicable)</small>
	Property Address: <u>5831 Pensacola Blvd</u>	
	Property Reference #: <u>47-15-30-1101-004-063</u>	
	Property Reference # can be obtained from the Property Appraiser's Office at 434-2735 or at www.escpa.org	
	Tax Acct #: <u>04-3031-200</u> Property Owner's Name: _____	
<p>This verification relates to zoning for the specified property and is provided for information purposes only. This form DOES NOT imply or confer development rights for any desired use or activity on the specified parcel. Prior to the issuance of any permits, the applicant must submit a complete application to the County and must comply with all other applicable State and Local Regulations. Requestor, please sign below verifying that you have read and understand, and accept, this disclaimer:</p>		
SIGNATURE <u>X</u>		Date: _____

OFFICE USE ONLY	Is parcel a Lot of Record? Yes (<input checked="" type="checkbox"/>) No () If No, issue must be resolved before any permits can be issued.		
	Zoning District: <u>Com*</u>	Future Land Use Category: <u>C</u>	Zoning Overlay District: Yes () No (<input checked="" type="checkbox"/>) If Yes, check one: Barrancas () Brownsville () Scenic Hwy () Warrington () Palafox () Englewood ()
	Wetlands located on property? Yes () No (<input checked="" type="checkbox"/>)		
	Property in a Flood Zone? Yes () No (<input checked="" type="checkbox"/>) Flood Zone <u>X</u> Base Flood Elevation _____ Map # _____		
	Property in an Airport/Airfield Environ? Yes () No (<input checked="" type="checkbox"/>) If Yes, complete the section below:		
	Airfield/Airport	Airfield Influence Planning District AIPD-1 () AIPD-2 ()	Noise Zone
	NAS Pensacola _____ NOLF Saufley _____ NOLF 8 _____ Pensacola Regional: _____ PNSPD _____ Heights Zone _____	AIPD-1 & Accident Potential Zone (APZ) Areas Clear Zone () Area A () APZ-1{NASP} () APZ-1 () Area B () APZ-2{NASP} () APZ-2 ()	AIPD _____ PNSPD _____ Zone 1 () A () Zone 2 () B () Zone 3 () C () Not in noise zone ()
	Verified by: <u>[Signature]</u>	Date: <u>11/14/17</u>	
_____ In-office/Pickup	_____ Faxed	_____ Mailed	

Note: Payment must be collected prior to processing. Requests may be paid by cash, check, using an established escrow account or by credit card (Visa or MasterCard only).

Note: Check the address carefully before submitting a zoning request. If we receive an inquiry for property that is in the City of Pensacola, Santa Rosa County, or other jurisdiction, the processing fee will still be charged to cover administrative costs.

** USED Auto Sales permissible thru Conditional use process in the Commercial Zoning District.*

PROOF OF OWNERSHIP

HOLCOMB & LEUNG, P.A.
ATTORNEYS AND COUNSELORS AT LAW
3203 WEST CYPRESS STREET
TAMPA, FLORIDA 33607
Phone: (813) 258-5835
Fax: (813) 258-5124

VICTOR W. HOLCOMB

BRIAN A. LEUNG

August 15, 2017

American Financial

Attn: Emily Webster, Corporate Counsel
6775 Lenox Center Ct., Suite 100
Memphis, TN 38115

Dear Ms. Webster:

Enclosed please find the original Warranty Deed and Owners Title Insurance Policy which has been issued in connection of your purchase of the property by RAC Land, LLC in Pensacola, FL. It is recommended that you keep these original documents in a secure location.

Should you have any questions or comments concerning this matter, please do not hesitate to contact me.

Very truly yours,

HOLCOMB & LEUNG, PA



Nicole Lodato

VW11/nml
Enclosures

Prepared by and return to:
Victor W. Holcomb
Holcomb & Leung, P.A.
3203 W. Cypress St.
Tampa, FL 33607
813-258-5835
File Number: RAC
Consideration: \$525,000.00
Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 21st day of June, 2017 between Pforte and Bennett, LLP, a Florida limited liability partnership whose post office address is 2958 Heritage Rd., Marianna, FL 32448 of the County of Jackson, State of Florida, grantor*, and RAC Land, LLC, a Delaware limited liability company whose post office address is 6400 Winchester Rd., Memphis, TN 38115 of the County of Shelby, State of Tennessee, 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:

That portion of Lots 63 and 64, AVERIA TRACT, Section 47, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat filed in Deed Book "J" at Page 206, of the public records of said County, described as follows:

Commencing at a concrete monument at the Southwest corner of the Boone Tract, as described in instrument recorded in Deed Book 289, at Page 221, of the records of said County; thence North 72°04' East along the South line of said tract, a distance of 274.4 feet; thence North 17°56' West, 115.65 feet; thence North 72°04' East, 2.70 feet; thence North 9°08' West, 316.54 feet to a concrete monument in the South right-of-way line of Van Pelt Lane, thence North 71°55' East, along said South right-of-way Line, 55.44 feet for the Point of Beginning; thence continue North 71°55' East along said right-of-way line 320.00 feet to a concrete monument in the West right-of-way line of Florida Street Road No. 95 (125 foot right-of-way); thence South 38°53' East, along said West right-of-way line 128.36 feet; thence South 71°55' West 365.58 feet; thence North 18°05' West 120.0 feet to the Point of Beginning.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons 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:

James M. Priester
Witness Name: JAMES M. PRIESTER
Alexis Hall
Witness Name: Alexis Hall

Pforte and Bennett, LLP, a Florida limited liability partnership

By: Robert R. Pforte
Robert R. Pforte, General Partner

(Corporate Seal)

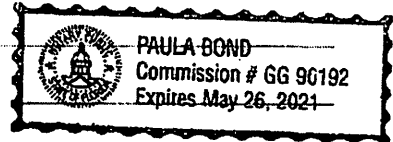
State of FL
County of Jackson

The foregoing instrument was acknowledged before me this 21st day of June, 2017 by Robert R. Pforte as General Partner of Pforte and Bennett, LLP, a Florida limited liability partnership, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Paula Bond
Notary Public

Printed Name: _____
My Commission Expires: _____



Prepared by and return to:

Victor W. Holcomb
Holcomb & Leung, P.A.
3203 W. Cypress St.
Tampa, FL 33607
813-258-5835
File Number: RAC
Consideration: \$525,000.00
Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

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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:


That portion of Lots 63 and 64, AVERIA TRACT, Section 47, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat filed in Deed Book "P" at Page 206, of the public records of said County, described as follows:

Commencing at a concrete monument at the Southwest corner of the Boone Tract, as described in instrument recorded in Deed Book 289, at Page 221, of the records of said County; thence North 72°04' East along the South line of said tract, a distance of 274.4 feet; thence North 17°56' West, 115.65 feet; thence North 72°04' East, 2.70 feet; thence North 9°08' West, 316.54 feet to a concrete monument in the South right-of-way line of Van Pelt Lane, thence North 71°55' East, along said South right-of-way Line, 55.44 feet for the Point of Beginning; thence continue North 71°55' East along said right-of-way line 320.00 feet to a concrete monument in the West right-of-way line of Florida Street Road No. 95 (125 foot right-of-way); thence South 38°53' East, along said West right-of-way line 128.36 feet; thence South 71°55' West 365.58 feet; thence North 18°05' West 120.0 feet to the Point of Beginning.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons 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.

 First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011412-0469298e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

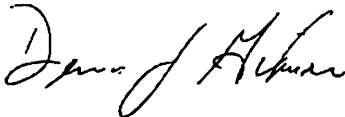
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.


(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: RAC Lannd

Issued By:

Holcomb & Leung, P.A.
3203 W. Cypress Street
Tampa, FL 33607

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may

include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642



*First American Title*TM

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

POLICY NUMBER

5011412-0469298c

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: Pforte s-t RAC Land 2061-3760154

Address Reference: 5831 Pensacola Blvd, Pensacola, FL 32505

Amount of Insurance: \$575,000.00

Premium: \$

Date of Policy: June 22, 2017 at 4:33 p.m.

(or the date and time of recording of the instrument vesting insured title, whichever is later)

1. Name of Insured: RAC Land, LLC
2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is vested in: RAC Land, LLC
4. The Land referred to in this policy is described as follows:
See Schedule A (continued)

Holcomb & Leung, P.A.

By: _____

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



*First American Title*TM

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A (Continued)


POLICY NUMBER

5011412-0469298e

File No.: Pforte s-t RAC Land 2061-3760154

That portion of Lots 63 and 64, AVERIA TRACT, Section 47, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat filed in Deed Book "P" at Page 206, of the public records of said County, described as follows:

Commencing at a concrete monument at the Southwest corner of the Boone Tract, as described in instrument recorded in Deed Book 289, at Page 221, of the records of said County; thence North 72°04' East along the South line of said tract, a distance of 274.4 feet; thence North 17°56' West, 115.65 feet; thence North 72°04' East, 2.70 feet; thence North 9°08' West, 316.54 feet to a concrete monument in the South right-of-way line of Van Pelt Lane, thence North 71°55' East, along said South right-of-way Line, 55.44 feet for the Point of Beginning; thence continue North 71°55' East along said right-of-way line 320.00 feet to a concrete monument in the West right-of-way line of Florida Street Road No. 95 (125 foot right-of-way); thence South 38°53' East, along said West right-of-way line 128.36 feet; thence South 71°55' West 365.58 feet, thence North 18°05' West 120.0 feet to the Point of Beginning.

	First American Title™	Owner's Policy of Title Insurance
		ISSUED BY First American Title Insurance Company
Schedule B		POLICY NUMBER 5011412-0469298e

File No.: Pforte s-t RAC Land 2061-3760154

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by prior owners.
7. Taxes and assessments for the year 2017 and subsequent years.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

8. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of AVERIA TRACT, as recorded in Plat Book "P", Page(s) 206, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Easement granted to Gulf Power Company by instrument recorded in Book 846, Page 900.
11. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
12. Note: All of the recording information contained herein refers to the Public Records of Escambia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.
13. That certain mortgage from RAC Land, LLC to Whitney Bank, NA, dated June 21, 2017 in the original principal sum of \$420,000.00 and the terms and conditions thereof.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

LLC DOCUMENTATION



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 26, 2017

JOHN T MOSES
6400 WINCHESTER ROAD
MEMPHIS, TN 38115 US

Qualification documents for RAC LAND, LLC were filed on June 22, 2017, and assigned document number M17000005385. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>

Please notify this office if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Jenna D Harris
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 617A00012917

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify from the records of this office that RAC LAND, LLC, is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on June 22, 2017.

The document number of this limited liability company is M17000005385.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-sixth day of June, 2017



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by RAC LAND, LLC, a Delaware limited liability company, authorized to transact business within the state of Florida on June 22, 2017, as shown by the records of this office.

The document number of this limited liability company is M17000005385.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-sixth day of June, 2017



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0802, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA

1. RAC Land, LLC
(Name of Foreign Limited Liability Company. Must include "Limited Liability Company," "LLC," or "LLP")
2. Delaware
(Jurisdiction and State of Law of which Foreign Limited Liability Company is organized)
3. 36-4861337
(EIN number of applicant)

4. (Do not transact business in Florida until prior to registration)
(See sections 605.0804 & 605.0805, F.S. for definitions of prohibited business)
5. 6400 Winchester Road
(Principal Office Address)
Memphis, TN 38115
6. 6400 Winchester Road
(Alternate Address)
Memphis, TN 38115

7. Name and street address of Florida registered agent (P.O. Box NOT acceptable)
Name: Janet Ptaszek
Office Address: 8350 Park Blvd.
Seminole, Florida 33777
(City) (Zip code)

2017 JUN 22 PM 2:49
MAIL ROOM
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Janet Ptaszek
(Registered Agent's Signature)

8. The name, title or capacity and address of the person(s) who has have authority to manage is are:

Title or Capacity:	Name and Address:	Title or Capacity:	Name and Address:
General Counsel/V.P.	John T. Moses 8350 Park Blvd. Seminole, FL 33777		

(Use attachments, if necessary.)

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)
Emily Webster
(Signature of individual or person)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S.
Emily Webster, Corporate Counsel
(Typed print of name of agent)

Board of Adjustment

6. B.

Meeting Date: 02/01/2018
CASE: CU-2018-01
APPLICANT: James Hughs, Agent for Daniel Harrison, Owner
ADDRESS: 1671 Success Rd
PROPERTY REFERENCE NO.: 33-2N-31-1300-000-016
ZONING DISTRICT: HC/LI, Heavy Commercial and Light Industrial district
FUTURE LAND USE: DSAP Regional Employment
OVERLAY DISTRICT: Escambia County Sector Plan

SUBMISSION DATA:

REQUESTED CONDITIONAL USE:

The applicant is requesting a Conditional Use to operate a medical heliport from this location.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 3-2.11(c)(7)b. Heliports

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. The parcel is located within the boundaries of the designated Escambia County Industrial Park and also under the Regional Employment land use designation of the Escambia County Sector Plan. Within a 1000' of the proposed location, there are currently only three developed parcels with commercial-industrial uses; the surrounding undeveloped parcels, are mostly located under the same industrial category, with small portions on the outer perimeter, across Hwy 29, under the Residential Mixed-Use zoning district.

CRITERION (b)

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

FINDINGS-OF-FACT

The proposed development is located at the Escambia County Industrial Park; all facilities and services will provide adequate capacity to serve the proposed use.

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

Vehicle and pedestrian safety, traffic flow, on-site parking and emergency vehicle access will meet all of the requirements of the Land Development Code and the design performance standards under the Escambia County Mid-West Sector Plan. The proposed development will be reviewed and must obtain approval thru 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

All nuisances and hazards will be addressed during the Site Plan Review process. Part of the application process for this type of use requires that the applicant provide a specific operation plan, describing the daily activities in detail. As the proposed use could have an impact on other entities and operational activities, at different levels, the applicant will be required to address all concerns for the proposed use.

CRITERION (e)

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

FINDINGS-OF-FACT

The applicant stated that solid waste will be provided on-site. Coordination for hazardous waste will be addressed 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:

All of the requirements for screening and buffering in the LDC and the Sector Plan will be evaluated and implemented as required for the proposed use, to provide protection for surrounding properties, as determined during the Site Plan Review process.

CRITERION (g)

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

FINDINGS OF FACT:

The applicant is not proposing any commercial signs at this time. All on-site lighting will meet current County and Federal Aviation Administration requirements for the proposed use.

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:

Based on the proposed use, the parcel location and size could accommodate the development. The project will be reviewed in detail 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:

All other requirements will be reviewed and applied to the proposed development as directed by current applicable regulations.

STAFF FINDINGS

The applicant has initially submitted an application for the proposed use thru the pre-application meeting of the Site Plan Review process. Staff has recently received a copy of the Air Methods General operations Manual that describes, in detail, the aeromedical operation. Based on the site visit and evaluation of the proposed use, as presented by the applicant, staff recommends approval of the Conditional Use, with the understanding that the project must receive a final Development Order from the Development Review Committee, prior to any site operations.

BOA DECISION

BOARD OF ADJUSTMENT FINDINGS

Attachments

Working Case File

CU-2018-01



CHESHIRE DR

ABERDEEN DR

CARRIN GTON LAKE S BLVD

HABERSHAM LN

MEETING ST

MEETING ST

CHARLTON ST

OKATIE LN

W-QUINTETTE RD

HAZZARD LN

SUCCESS DR

N-HIGHWAY-29

N-HIGHWAY-29

POWER BLVD

PINOAK LN

CEDAR TREE LN

CEDAR TREE LN

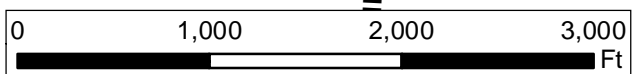
RIDGE WAY



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.

CU-2018-01 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

MDR

HC/LI

RMU

HC/LI

HC/LI

HC/LI

HC/LI

Agr

SUCCESS DR

N-HIGHWAY-29
N-HIGHWAY-29

SUCCESS DR

POWER BLVD



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.

CU-2018-01 500' RADIUS ZONING



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

**Suburban
Garden**

SUCCESS DR

N-HIGHWAY-29
N-HIGHWAY-29



**Regional
Employment**

Wetland

SUCCESS DR

**Neighborhood
Center**

**Regional
Employment**

POWER
BLVD

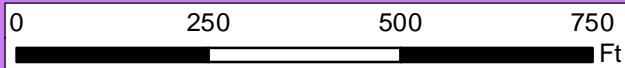
**Regional
Employment**



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.

CU-2018-01 DSAP MAP



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



SUCCESS DR

POWER BLVD








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.

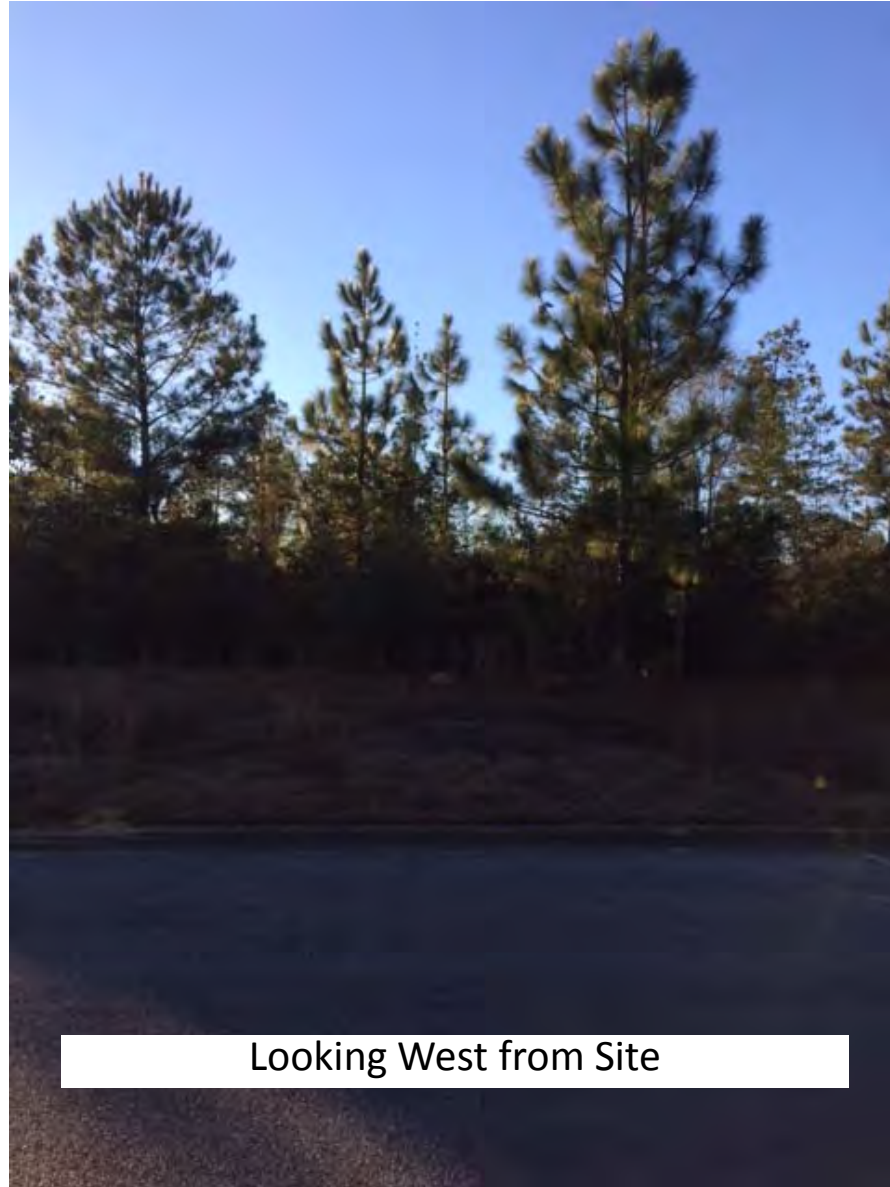
CU-2018-01 AERIAL MAP



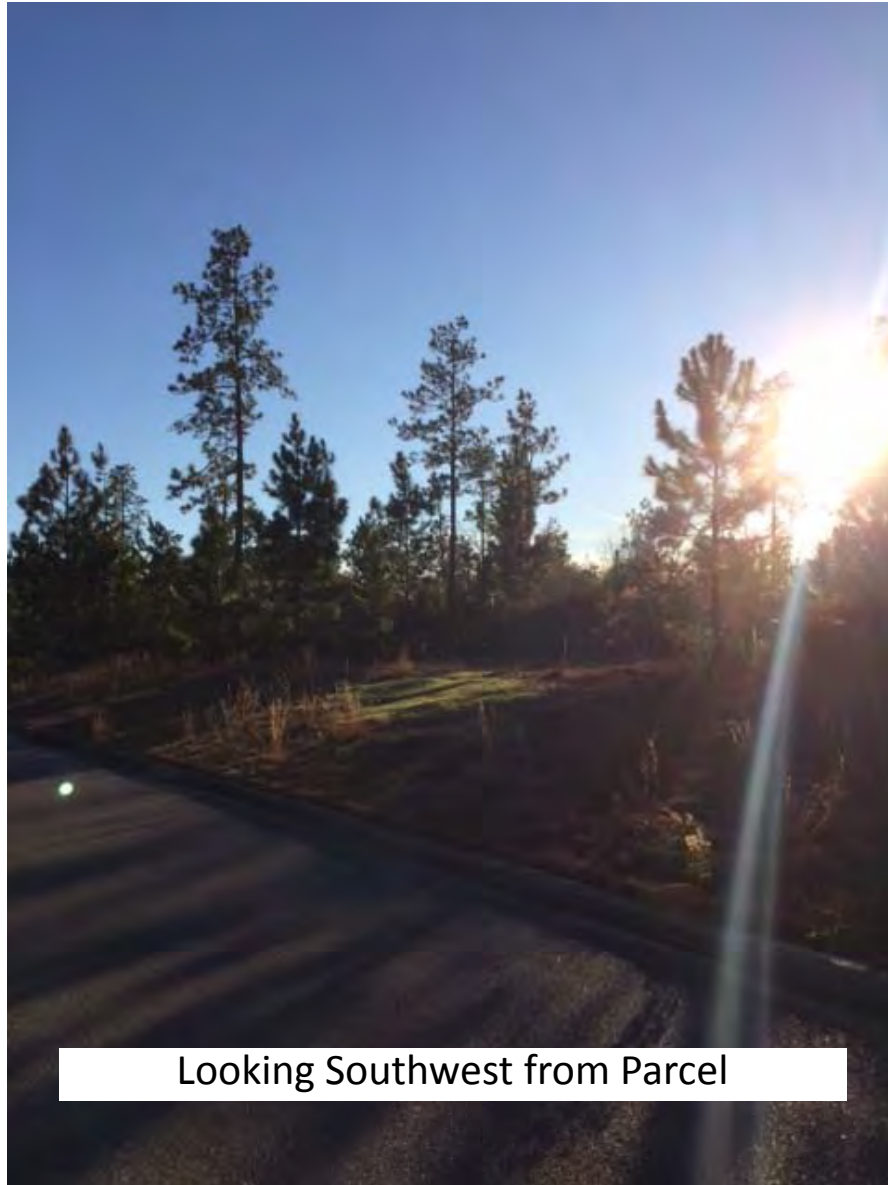
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



Public Hearing Sign



Looking West from Site



Looking Southwest from Parcel



Looking Southeast onto adjacent parcel



Looking South on Success Drive



Looking North on Success Drive



Looking East along adjacent parcel property line

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

Board of Adjustment Application

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

Conditional Use Request for: A Helipad for Baptist Life Flight in Escambia County Central Commerce Park.

Variance Request for: _____

1. Contact Information:

A. **Property Owner/Applicant:** Daniel Harrison

Mailing Address: 55 E. Strasbourg Ln, Stansbury UT 84074

Business Phone: _____ Cell: (406) 599-4421

Email: LTHarrisonD@hotmail.com

B. **Authorized Agent (if applicable):** Not Applicable James Hagles

Mailing Address: 759 St Michael Street Suite E Mobile AL

Business Phone: 770-815-9699 Cell: _____

Email: James (@) 1stcbi.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: 1671 Success Road

Parcel ID (s): 33-2N-31-1300-000-016

B. Total acreage of the subject property: 2.35 Acres

C. Existing Zoning: HC/LI

FLU Category: I

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

E. Sanitary Sewer: Yes Septic: _____

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

Board of Adjustment Application

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

Conditional Use Request for: A Helipad for Baptist Life Flight in Escambia County Central Commerce Park.

Variance Request for: _____

1. Contact Information:

A. Property Owner/Applicant: Daniel Harrison

Mailing Address: 55 E. Strasburg, Stansbury UT 84074

Business Phone: _____ Cell: 466-599-4421

Email: LtharrisonD@hotmail.com

B. Authorized Agent (if applicable): ~~Not Applicable~~ ^{OK} Ted Brown James Higley

Mailing Address: 758 St Michael Street Suite E Mobile AL 36602

Business Phone: 770 815 9699 Cell: 802 982 1909

Email: ~~tedbrown_realtor@gmail.com~~ James@1stcbi.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: 1671 Success Road

Parcel ID (s): 33-2N-31-1300-000-016

B. Total acreage of the subject property: 2.35 Acres

C. Existing Zoning: HC/LI

FLU Category: I

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

E. Sanitary Sewer: Yes Septic: _____

3. Amendment Request

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

Baptist Hospital's Life Flight is no longer able to operate from the Hospital location and is seeking an alternate location in Escambia County. The site selected is in the County Central Commerce Park on Lot 16, Phase I.

B. For Variance Request – Please address *ALL* the following approval conditions for your Variance request. (use supplement sheets as needed) Not Applicable

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

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

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 use is for a Helipad for Baptist Life Flight and is compatible with properties in the immediate area. The current zoning allows the proposed project as a conditional use.

Alcohol will not be sold.

- 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.

Water is supplied by Cottage Hill Water System Inc and a fire hydrant is located on Success Drive at the southwest corner of the lot. Sewer is provided by ECUA with a lateral located at the east boundary of the lot. All FAA, Pensacola Regional Airport, and County DRC requirements will be met.

- 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.

Minimal onsite parking is required and will connect to Success Drive. Emergency vehicle access will be provided on both sides of the proposed hanger and pad.

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

The project operation will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for properties in the immediate area. The project will provide an essential helipad for Baptist Life Flight a critical public service provider.

- 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.

The owner will provide its own solid waste handling and will meet all County requirements.

- 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.

The owner will meet all requirements imposed by the County DRC.

- 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.

No signs will be required. Lighting will meet all FAA requirements.

- 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 owner is aware that the project is in the County Sector Plan area and will comply with all applicable requirements therein.

- 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.

The proposed use will comply with any additional use requirements of the zoning district, use, or other provisions of the LDC.

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 1671 Success Dr. Cantonment, Florida, property reference number(s) 33-2N-31-1300-016

I hereby designate James Hughes 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 21 day of Dec the year of 2017, 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: James Hughes Email: James@4stcbi.com

Address: 758 St Michael Street Suite E Mobile AL 36602 Phone: 770-815-9699

Signature of Property Owner: Daniel Lee Harrison

Printed Name of Property Owner: Daniel Harrison

Date: 21 Dec 17

STATE OF Utah COUNTY OF Tazewell The foregoing instrument was acknowledged before me this 21st day of December 2017, by Daniel Lee Harrison

Personally Known OR Produced Identification Type of Identification Produced: Ut DL Signature of Notary: Melissa Hohmann Printed Name of Notary: Melissa Hohmann



5. Submittal Requirements

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

B. X Application Fees: To view fees visit the website: <http://myescambia.com/business/board-adjustment> or contact us at 595-3475.

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.

James Hughes
Signature of Owner/Agent

James Hughes
Printed Name of Owner/Agent

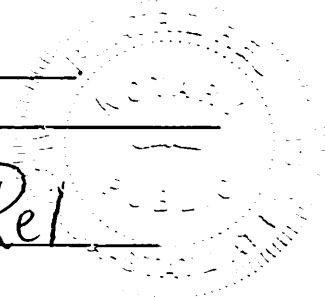
STATE OF Alabama COUNTY OF Mobile The foregoing instrument was acknowledged before me this 29th day of December of

2017, by James Hughes

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

Beatriz Rel
Signature of Notary

Beatriz Rel
Printed Name of Notary



(Notary Seal)

Recorded in Public Records 09/08/2014 at 08:47 AM OR Book 7223 Page 588, Instrument #2014065350, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$43.40

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 14-614
Property Identification No. 332N31130000016
Tax Account No. 120567080

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 09853 issued on June 1, 2011 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 2nd day of September 2014, offered for sale as required by law for cash to the highest bidder and was sold to: DANIEL HARRISON, 236 N SUN ARBOR TER APT 2114 SALT LAKE CITY UT 84116, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 2nd day of September 2014, in the County of Escambia, State of Florida, in consideration of the sum of (\$6,200.00) SIX THOUSAND TWO HUNDRED AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

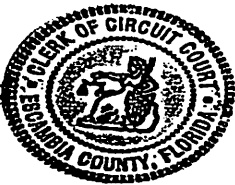
LOT 16 CENTRAL COMMERCE PARK PHASE 1 PB 17 P 100/100A/100B OR 6141 P 111

** Property previously assessed to: CHACAO PROPERTIES LLC

SECTION 33, TOWNSHIP 2 N, RANGE 31 W

Virginia Johnson
witness Virginia Johnson
Emily Hogg
witness Emily Hogg

Pam Childers
PAM CHILDERS, Clerk of the Circuit Court
Escambia County, Florida



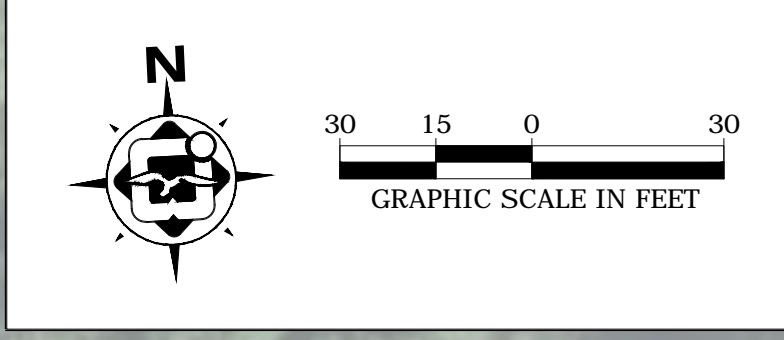
State of Florida
County of Escambia

On this 5th DAY OF SEPTEMBER 2014 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.
Witness my hand and official seal date aforesaid.

PAM CHILDERS, Clerk of the Circuit Court
By: *Emily Hogg*
Emily Hogg, Deputy Clerk



H:\2017\170098 Helipad Success Road Cantomment, F:\Esc Co Data\Xref\170098-DGN.dwg, Layout2, 11/21/2017 9:03:12 AM



FABRE ENGINEERING & SURVEYING
 ENGINEERS ♦ PLANNERS ♦ SURVEYORS
119 GREGORY SQUARE PENSACOLA, FLORIDA 32502
 TELEPHONE: 850-433-6438 FAX: 850-434-7842
 L.B. NO. 000679 E.B. NO. 0007215

PRELIMINARY LAYOUT
This drawing is the property of FABRE ENGINEERING INC. and is not to be reproduced in whole or in part without the written consent of FABRE ENGINEERING INC. It is not to be used for any other project or for any other purpose without the written consent of FABRE ENGINEERING INC. It is not to be used for any other project or for any other purpose without the written consent of FABRE ENGINEERING INC.
 Released for Construction By: _____ Date: _____
 As-Built/Record Drawing By: _____ Date: _____

HELIPAD AT CENTRAL COMMERCE PARK
 SECTION 33, T-2-N, R-31-W
 ESCAMBIA COUNTY FLORIDA

Revisions:	
Frank J. Fabre, P.E.	
P.E. #15967	
Designed By: CJ	
Drawn By: JAS	
Checked By: FJF	
Date: NOVEMBER 2017	
Job Number: 170098	
File Name: _____	
Sheet: _____	

Board of Adjustment

6. C.

Meeting Date: 02/01/2018
CASE: V-2018-01
APPLICANT: Patrick and Paula Pulaski, Owners
ADDRESS: 5869 Kaiser Ln
PROPERTY REFERENCE NO.: 15-3S-32-1600-006-009
ZONING DISTRICT: LDR, Low Density Residential district
FUTURE LAND USE: MU-S, Mixed-Use Suburban

SUBMISSION DATA:

REQUESTED VARIANCE:

The applicant is requesting a variance to reduce the required 11.50 feet side setback to a 3.0 feet side setback to construct a residential addition.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section 3-2.5 (d) (7)

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

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

Based on the bench survey drawn by A-1 Land Surveying Company, review of the existing available aerial data and staff's visit to the site, the shape of the lot is different from other adjacent lots; a typed letter provided by the owner with the application, relates how the parcel boundaries in relation to the existing structure were drawn after the structure was in place, without the applicant's input. There are large mature trees on the West, North and South boundaries of the structure. The structure is surrounded by heavy vegetation and other landscaping.

CRITERION (2)

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

FINDINGS-OF-FACT

Based on the owner's request letter submitted with the application, it appears that the special conditions and circumstances do not result from actions by the applicant.

CRITERION (3)

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

FINDINGS-OF-FACT

Granting of the variance as requested will not confer on the applicant any special privileges that are not available to all property owners in the County.

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

The physical shape of the lot, the location and size of the existing structure within the parcel present some challenges to the use of the land, as requested by the applicant. The Land Development Code does have allowances to address some unusual or unanticipated circumstances by allowing limited criterion-based variances to provide site-specific relief. Based on the request and the drawn dimensions of the proposed addition, specified on a boundary survey by Ruben Surveying and Mapping, dated 2/10/06, without a granting of the variance, the owner would be unable to construct the proposed addition to the south-east side of the existing structure. The ability to locate the structure on the West side is physically hindered by the presence of multiple mature trees and other existing large accessory structures.

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

Based on the applicant's request, the variance requested is the minimum allowance to

make possible the reasonable use of the existing building.

CRITERION (6)

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

FINDING OF FACT:

The granting of the variance is consistent with the general intent and purpose of the Land Development Code and will not be detrimental to public welfare.

STAFF RECOMMENDATION:

Staff recommends approval of the variance as requested.

BOA DECISION

BOARD OF ADJUSTMENT FINDINGS:

Attachments

Working Case File

V-2018-01



PERDIDO BAY

INNERARITY POINT RD

KEES BAYOU

KAISER LN

MONROVIA ST



INTERCOASTAL WATERWAY

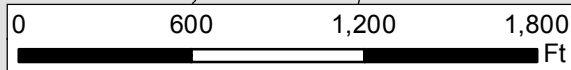
ALABAMA








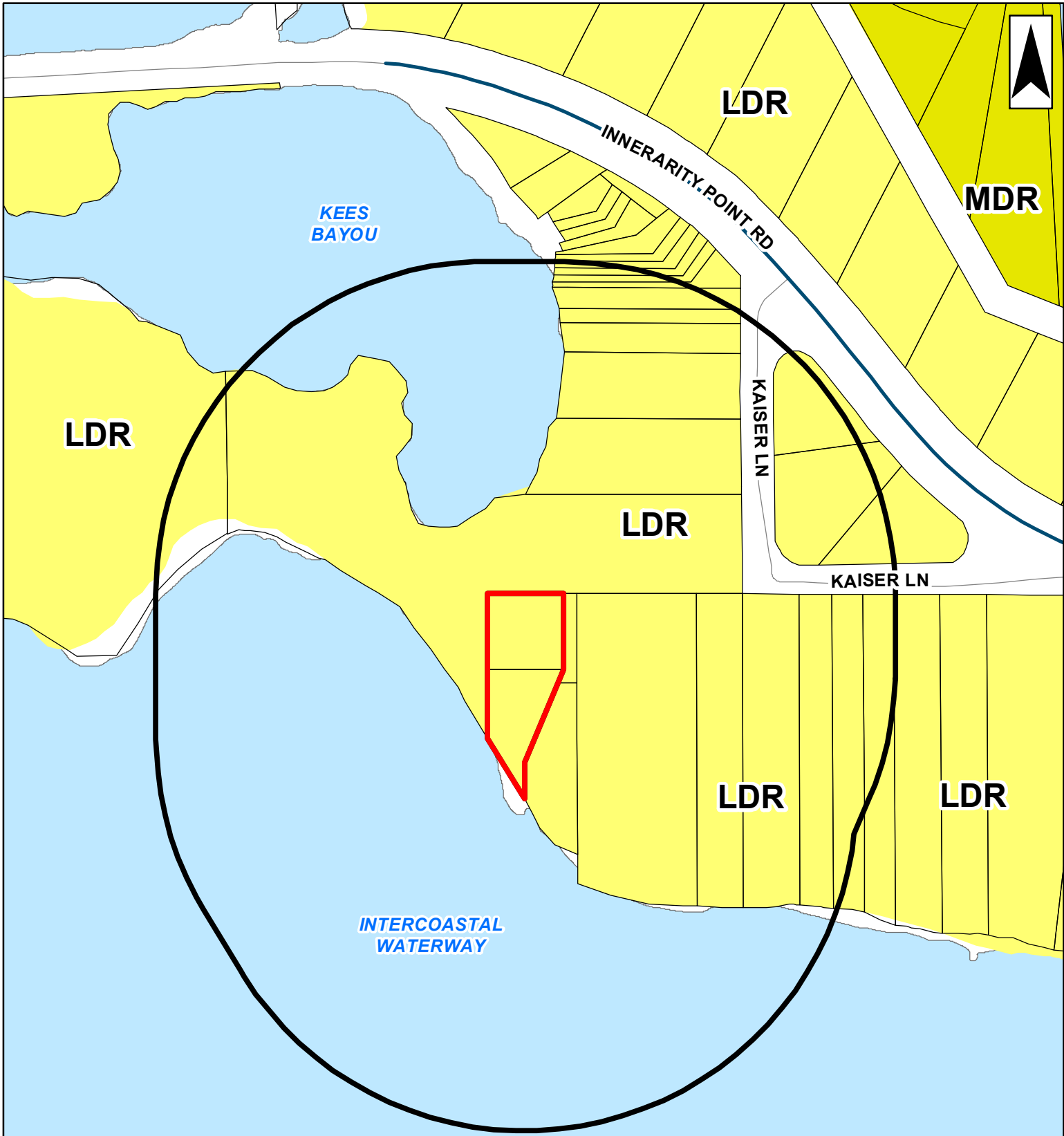
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer
Planning and Zoning Dept.

V-2018-01 LOCATION MAP








-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  centerlines

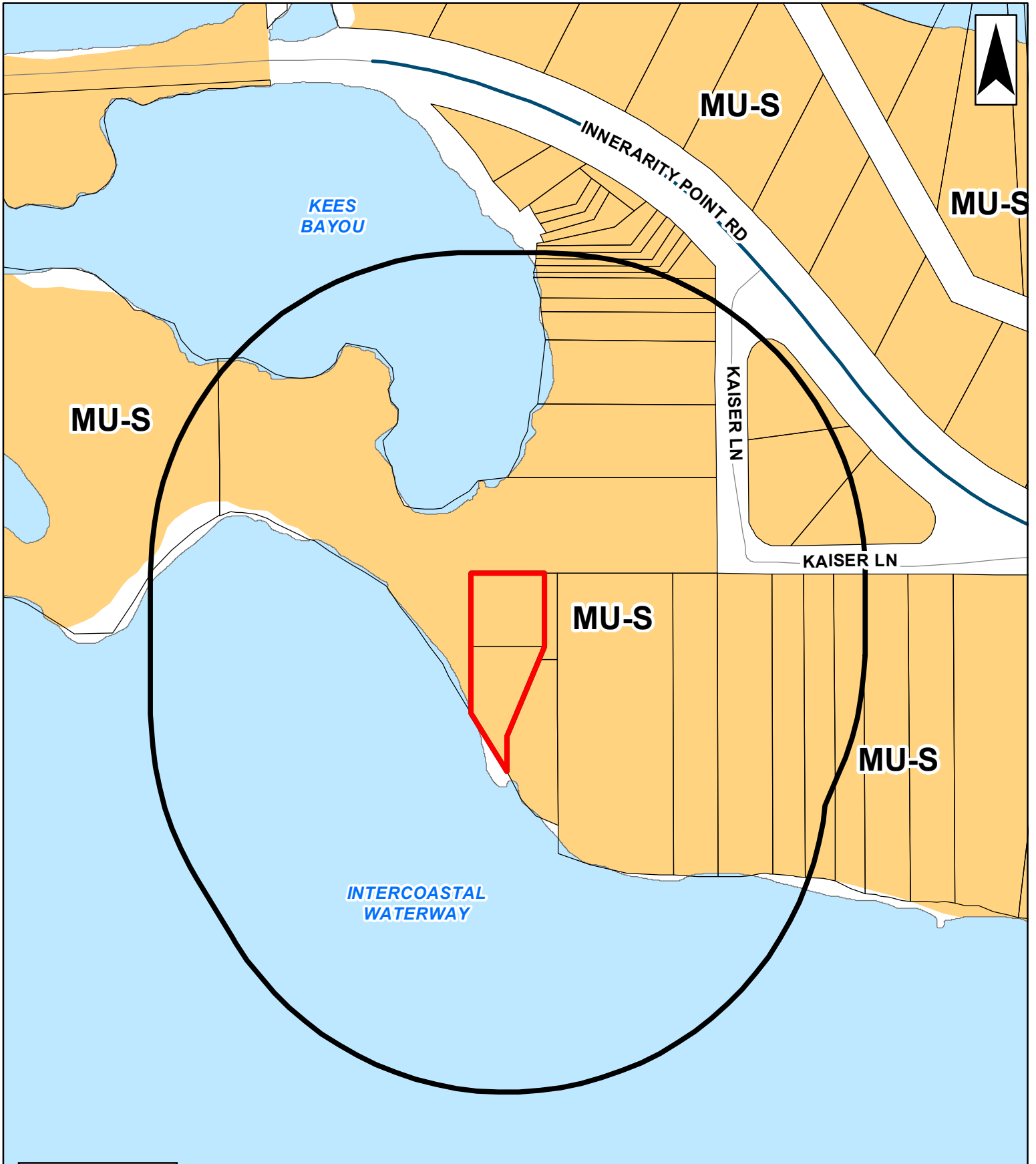




 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 Andrew Holmer
 Planning and Zoning Dept.

V-2018-01
500' RADIUS ZONING








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




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

V-2018-01
FUTURE LAND USE



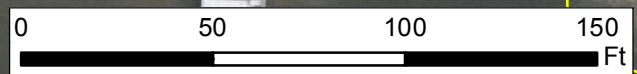
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



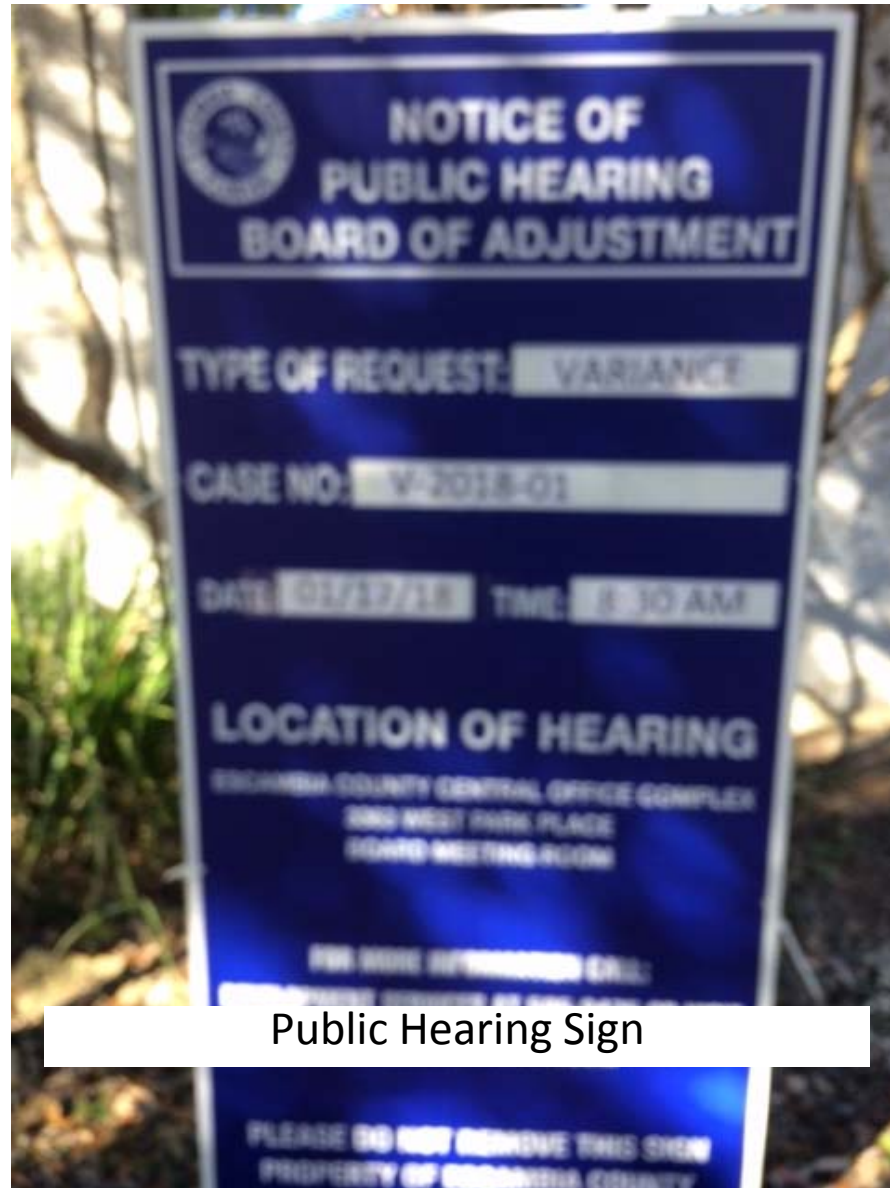
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

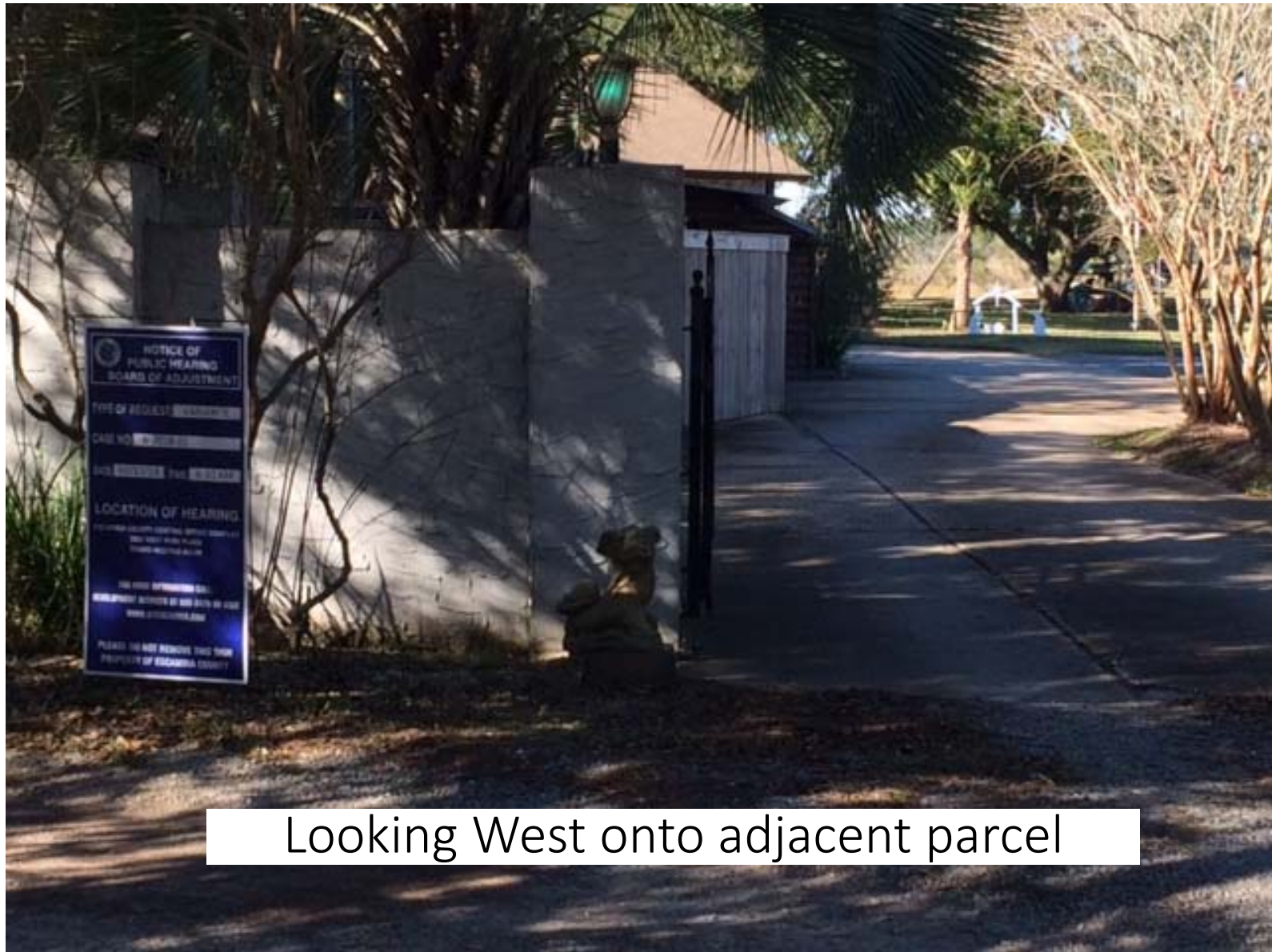
V-2018-01 AERIAL MAP



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



Public Hearing Sign



Looking West onto adjacent parcel



Looking Southwest towards the waterfront





Looking Southeast from the property



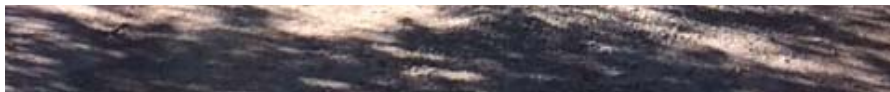


Looking South





Looking South from property entrance





Looking Northeast





Looking Northeast from waterfront





Looking Northeast along the property line at
the site of the proposed addition





Looking North





Looking East onto Kaiser Rd



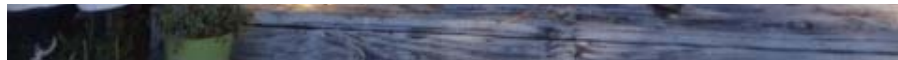


Looking Northwest from the waterfront





Looking from waterfront into parcel towards
the North



To: Zoning and Planning Board

From: Patrick and Paula Pulaski

Re: Request for variance of set-backs 5869 Kaiser Lane

Date: December 18, 2017

The property in question was purchased by my father in 1956 as one parcel. Upon his death in 1982, the property was then owned by his 4 children. It remained vacant and as one parcel until the oldest sibling Nell Pulaski divided the property into 3 lots in order to build her house in approximately 1995.

Pat Pulaski had promised to his father that upon his death that the division of his property would never create animosity between the siblings. Therefore, when Nell Pulaski, the oldest sibling chose to draw the unconventional and unequal property lines even though Pat objected she did not compromise and a lawyer was not an option due to his promise.

With this division of property Nell's preexisting septic tank was actually on Pat's property which she still utilized for the home that she built. When Pat built he had to pay to build a mound system additionally within the confines of his property which restricted the placement and size of his home.

Nell Pulaski being the oldest claimed she had the right to make the decisions for the family. She took additional waterfront footage and a larger portion of the property. She took first choice of the 3 parcels to be created and faced her home overlooking Pat's property line which necessitated the crookedness of the west adjoining property lines reducing the space available for Pat to build without the removal of the 75 plus year old Live Oak trees on the west side of his property.

After all that, Nell lived in her home until in 2012 when she lost the home and family property to foreclosure. This parcel of property had been in the family for over 55 years.

At this point and time, I have been affected by her irresponsible and selfish actions leaving me in this position requiring our request for the variance in the set-backs of our property to be able to fully utilize our property as needed.

Thank you so much for your consideration as this will allow us to utilize our property without the necessity of the removal of any Live Oak trees which have been a part of the love that my father had for this property.



Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

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

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

Board of Adjustment Application

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

Condition Use Request for: _____

Variance Request for: 8' addition to East side of home

1. Contact Information:

A. Property Owner/Applicant: Patrice T. Pulaski, Paula C. Pulaski

Mailing Address: 5869 Kaiser Lane

Business Phone: 850-436-4030 Cell: Paula 850-607-3425

Email: afurniturepair@aol.com, ppula19765@aol.com

B. Authorized Agent (if applicable): _____

Mailing Address: _____

Business Phone: _____ Cell: _____

Email: _____

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

2. Property Information:

A. Existing Street Address: 5869 Kaiser Lane, Pensacola, FL 32507

Parcel ID (s): 1535321600005009
1535321600006009

B. Total acreage of the subject property: 2/3 acre

C. Existing Zoning: _____

FLU Category: _____

D. Is the subject property developed (if yes, explain): Yes, primary residence

E. Sanitary Sewer: _____ Septic: X

3. Amendment Request

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

We request a variance of the set backs on the East side of property so an 8' foot addition to the home can be built.

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

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

The property was once one parcel and was subdivided after the death of the owner by the oldest sibling without the input of the other siblings and without consideration of possible construction of other residences on the adjacent parcels. A fair and equitable division of the property would have enabled construction without the need of a variance of the set backs. The current structure was built within the confinements

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

The special conditions result from the person who divided the property without the input from the other owners.

are significant aesthetic historic and intrinsic elements of 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 house is 1,356 square feet which is substantially smaller than other structures (houses) in this zone especially newer construction. The request is to be able to build an addition which will make the home comparable in size to other nearby structures.

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.

If the property had been divided more equitably this variance would not be needed. This unequal division created unconventional property lines which prevent full and reasonable use of available property.

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

The variance requested is the minimum required to allow the desired addition and appropriate use of the property.

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 requested variance will make it possible to construct an addition that is consistent with the current land development codes and comparable to other residences in the same zoning district. The construction of the addition will not interfere with adjacent property owners use of their property or impede any view of the waterfront or cause any drainage issues while preserving the Live Oaks on said property.

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.

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

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

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

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

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

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

Signature of Notary

Printed Name of Notary

(Notary Seal)

5. **Submittal Requirements**

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

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

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

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

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

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

By my signature, I hereby certify that:

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

Signature of Owner/Agent	Printed Name Owner/Agent	Date
--------------------------	--------------------------	------

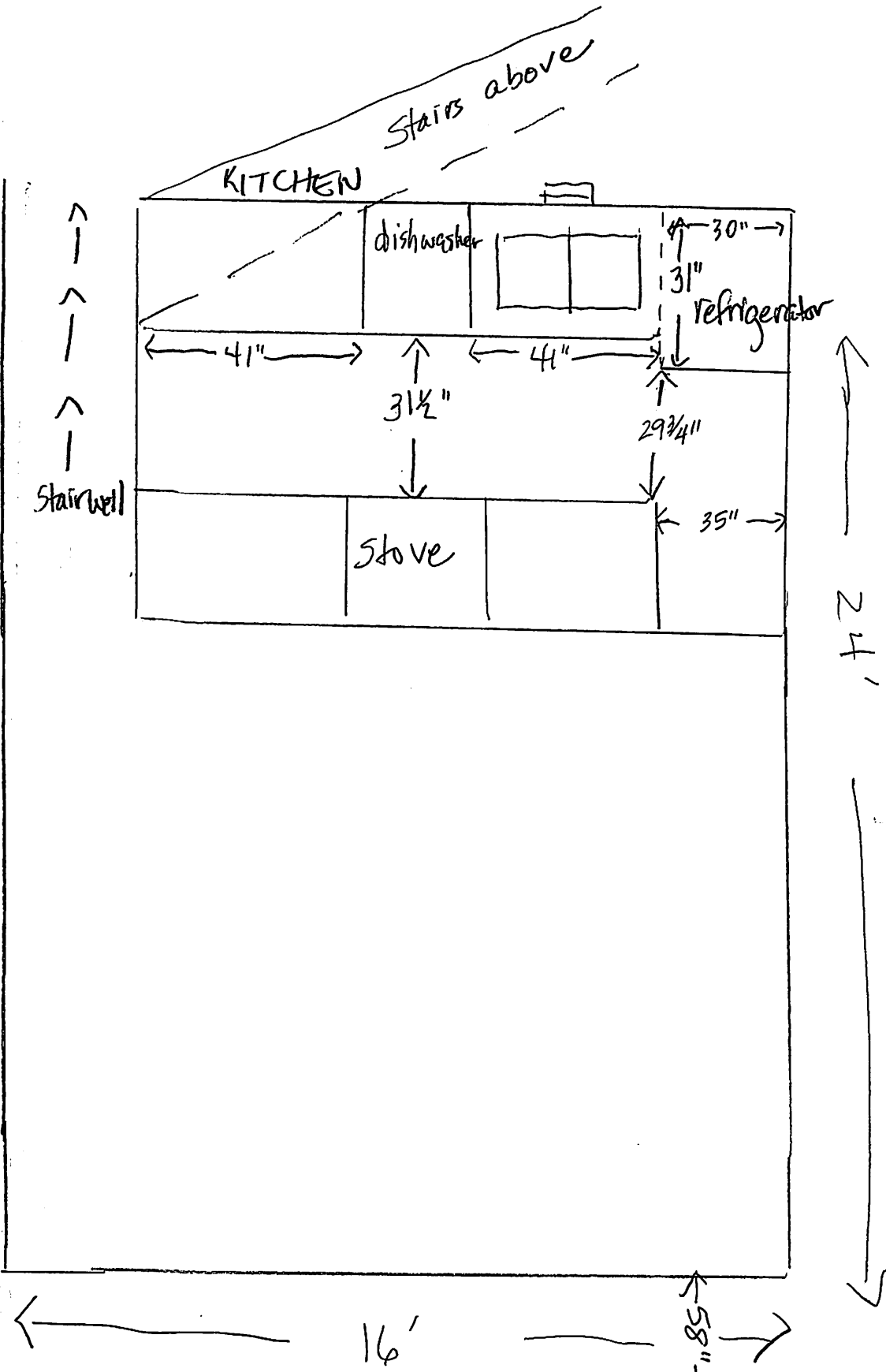
Signature of Owner	Printed Name of Owner	Date
--------------------	-----------------------	------

STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____, by _____.

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

Signature of Notary	Printed Name of Notary	(notary seal)
---------------------	------------------------	---------------

approx.
103"
diameter
Live Oak
Tree



↑
↑
↑
↑
Stairwell

KITCHEN

Stairs above

dishwasher

Refrigerator

Stove

24'

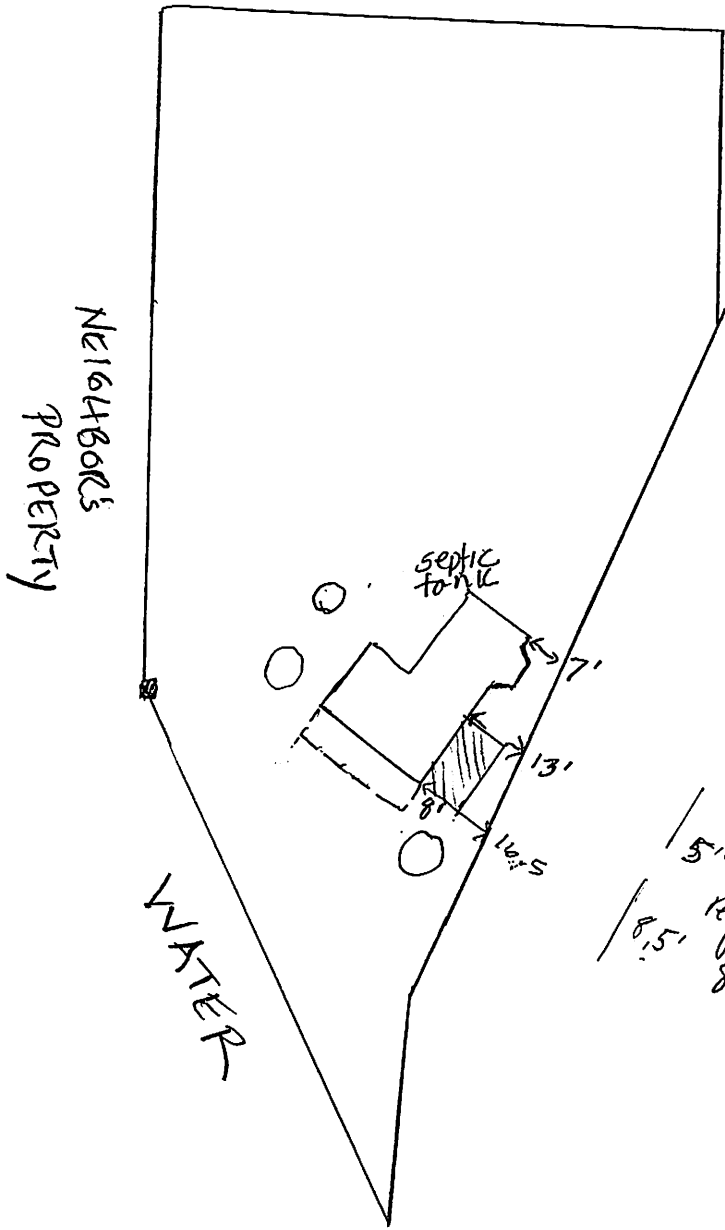
Water

16'

58" →

approx.
67"
diameter

approx.
100"
diameter
Live Oak
Tree



NEIGHBORS
PROPERTY

5'
request to allow for
8' addition



Chris Jones, CFA

Escambia County Property Appraiser

Office Phone: (850) 434-2735

Website: escpa.org

ECPA Form: Revised 3/2014

Effective for Tax Year

2018

Received by: _____

Date: _____

Downtown Office

221 Palafox Place, Suite 300

Pensacola, FL 32502

Deeds Fax: (850) 434-2162

Molino Office

6440 Hwy 95-A, Suite B

Molino, FL 32577

Fax: (850) 587-3290

General Instructions for Combination and Split Requests

Prior legal approval from the appropriate zoning/planning/community development agency in your jurisdiction **is required**. Your Escambia County Property Appraiser's Office **does not** issue determinations regarding the legality of split requests and **will not advise owners on such matters**

The Property Appraiser's Office strives to maintain excellence in customer service satisfaction and strives to prevent adverse affects that can occur once a Combination or Split Request is processed. All applicants should review the requirements prior to submitting such a request.

- Only one request per year is permitted for any property included in a Combination or Split Request.
- The deadline to submit a Combination or Split Request is June 1st of the current year.
- List all current parcel number(s) under the column titled **Parcel Number**.
- **Split Requests require** that you submit a survey with a legal description which clearly defines the new property boundaries at the time of the request. This office will not create or draft property descriptions.
- **Combination Requests do not** require a survey, sketch or legal description. However, such documents are always beneficial and appreciated. Combination Requests are **required** to meet the following criteria:
 - All parcels **must** be titled in the same name(s) as of January 1st of the requesting year.
 - All parcels **must** lie in the same jurisdictional boundary, *i.e.*, city or county limits.
 - All parcels **must** be contiguous.
 - This office may request a **Homestead Affidavit** be filed if the parcel(s) has two or more dwellings/living units. Our Office reserves the right to inspect and investigate the premises to confirm its status.
 - If one parcel is currently receiving the benefit of homestead exemption, the property owner(s) **must file a new Homestead Application** to add new lands to the original parcel. The first year in which the legal descriptions are "combined" shall constitute the base year for the new lands and any cap protection from prior years will reset at full market value.
- Forms **must** be signed by the current owner(s). Forms signed by "prospective buyers" **will not** be processed.
- You may fax or personally deliver the completed form and its attachments to the Downtown or Molino Office. You may schedule an appointment with a Mapping Department staff member by calling the office.

Please allow 3-9 weeks to completely process your request. Our processing time should not hinder the sale of a parcel. You may use the fully executed form to provide information for permitting, closings, etc. Our Office will review and pre-issue a new parcel number(s) as quickly as possible. Questions regarding applications submitted to the Downtown office should be directed to Debby Cooper, ext. 123. Questions regarding applications submitted to Molino office should be directed to Lisa Arredondo, ext. 203.

The Property Appraiser's Office makes no representations or guarantees of the usability of a parcel once a Combination or Split request is completed. Property owner(s) should contact any lenders or mortgagors to verify the request is permitted by the lien holder.

Should you have any questions or concerns, please contact our Office at (850) 434-2735.

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."



Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone (850) 434-2735
Website: escpa.org

2018

Date Received ___/___/___

Received by: _____

IMPORTANT NOTICE

Pursuant to Florida Statute 197.192, the Property Appraiser's Office will not split or combine parcels until all taxes due have been paid to the Tax Collector's Office.

It should be noted that a Combination or Split request processed by the Property Appraiser's Office **is for appraisal purposes** only and does not imply legality of the land division being requested, nor the legality for such parcel(s) to be conveyed via land title, nor the suitability for such parcel(s) to be developed. Applicants should contact the appropriate land development, zoning and planning agency within your jurisdiction for questions concerning current and future property development regulations.

HOMESTEAD and NON-HOMESTEAD PROPERTIES AFFECTED BY ASSESSMENT LIMITATION

[Note: If this section is not completed, the request **will not** be processed.]

I or We, understand that combining or splitting property may affect the property's capped value resulting in an increase in my/our property taxes.

If I or We desire to reverse the process in the future, the "cap value" will not be restored to its former value.

I or We, understand that combining additional lands to a parcel that is currently benefiting from homestead exemption **will not decrease parcel value**. The homestead "cap" will remain on the original homestead parcel. According to Florida Statute, the newly added parcel's cap will reset at full market value. This will result in taxes based on full market value.

I or We acknowledge that I/we have read the foregoing cautionary message and do hereby acknowledge I/we understand the requirements and consequences of this request by initialing and printing my/our names as designated below:

PP
Initials

Patrick T. Pulaski
Printed Name of Owner

PP
Initials

Paula C. Pulaski
Printed Name of Owner



Chris Jones, CFA
 Escambia County Property Appraiser
 221 Palafox Place, Suite 300 • Pensacola, FL 32502
 Phone: (850) 434-2735
 Website: escpa.org

Year: 2018

Page 2 of 4

Parcel Split-Out and Combination Request

Owner Name(s): Patrick T. Pulaski
Paula C. Pulaski

Combination Request

Parcel Status	Homestead	Parcel Number	Folio Number
<input type="radio"/> Vac <input checked="" type="radio"/> Impr	<input checked="" type="radio"/> Yes / <input type="radio"/> No	_____	<u>10-4428-030</u>
<input checked="" type="radio"/> Vac <input type="radio"/> Impr	<input type="radio"/> Yes / <input checked="" type="radio"/> No	_____	<u>10-4428-020</u>
<input type="radio"/> Vac <input type="radio"/> Impr	<input type="radio"/> Yes / <input type="radio"/> No	_____	_____

Split-Out Request

Parcel Status	Survey/Legal	Parent Parcel Number	Folio Number
<input type="radio"/> Vac <input type="radio"/> Impr	<input type="radio"/> Yes / <input type="radio"/> No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Parcel Status	Survey/Legal	Parent Parcel Number	Folio Number
<input type="radio"/> Vac <input type="radio"/> Impr	<input type="radio"/> Yes / <input type="radio"/> No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Notes:



Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone: (850) 434-2735
Website: escpa.org

Year: 2018

Page 3 of 4


PROPERTY APPRAISER TO BE HELD HARMLESS

[Note: If this section is not completed by all owners, the request **will not** be processed.]

It is the responsibility of the owner(s) to ensure that any and all tax amounts, prior and current, on any parcels involved in a combination or split request are paid in full to the Tax Collector. This agency is not responsible for any delinquent taxes, penalties, interest or fees which can occur and accrue due to negligence on the part of the property owner(s) or other interested parties involved with the said request.

Furthermore, if the property is encumbered by a mortgage or lien, it is the owner's responsibility to seek approval from the mortgagor or lien holder **prior** to submitting any changes to the property involving a split or combination request.


By all owner(s) signing below, I/we acknowledge I/we have read and understand all the aforementioned guidelines, potential consequences and requirements and have availed ourselves of the opportunity to seek clarification and obtain additional information or counsel prior to this action being taken.

Owner: 
Signature
Patrick T. Pulaski
Print Name
850-436-4030 12/17/2017
Daytime Phone Date

Owner: _____
Signature

Print Name

Daytime Phone Date

Owner: 
Signature
Paula C. Pulaski
Print Name
850-607-3425 12/17/2017
Daytime Phone Date

Owner: _____
Signature

Print Name

Daytime Phone Date



Chris Jones, CFA

ECPA Form: Revised 3/2014

Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone: (850) 434-2735
Website: escpa.org

Year: 2017

Page 4 of 4

Zoning Review

[Note: If this section is not completed by the appropriate agency, the request **will not** be processed.]

As an agent of the appropriate jurisdictional agency where the parcel(s) exist in Escambia County Florida, I have reviewed this request from the parcel owner(s) and made the following determination:

- The Split Request is consistent with current zoning for the affected parcel(s).
- The Split Request is **not** consistent with current zoning for affected parcels for the following reason(s):

- The Combination Request is consistent with current zoning for the affected parcel(s).
- The Combination Request is **not** consistent with current zoning for the affected parcels for the following reason(s):

The information provided in this section does not constitute review or approval of any development or the confirmation of any development or land use rights for the affected parcels. Additional information on these issues may be obtained by contacting the County or City planning agencies at the addresses and telephone numbers below.

Escambia County Planning and Zoning

3363 West Park Place
(850) 595-3475

City of Pensacola Planning Division

222 West Main Street, 5th Floor, City Hall
(850) 435-1670

Agent: _____

Signature

Caleb MacCartee

Print Name

Caleb MacCartee

Email Address

Caleb-MacCartee@myescambia.com

Title: _____

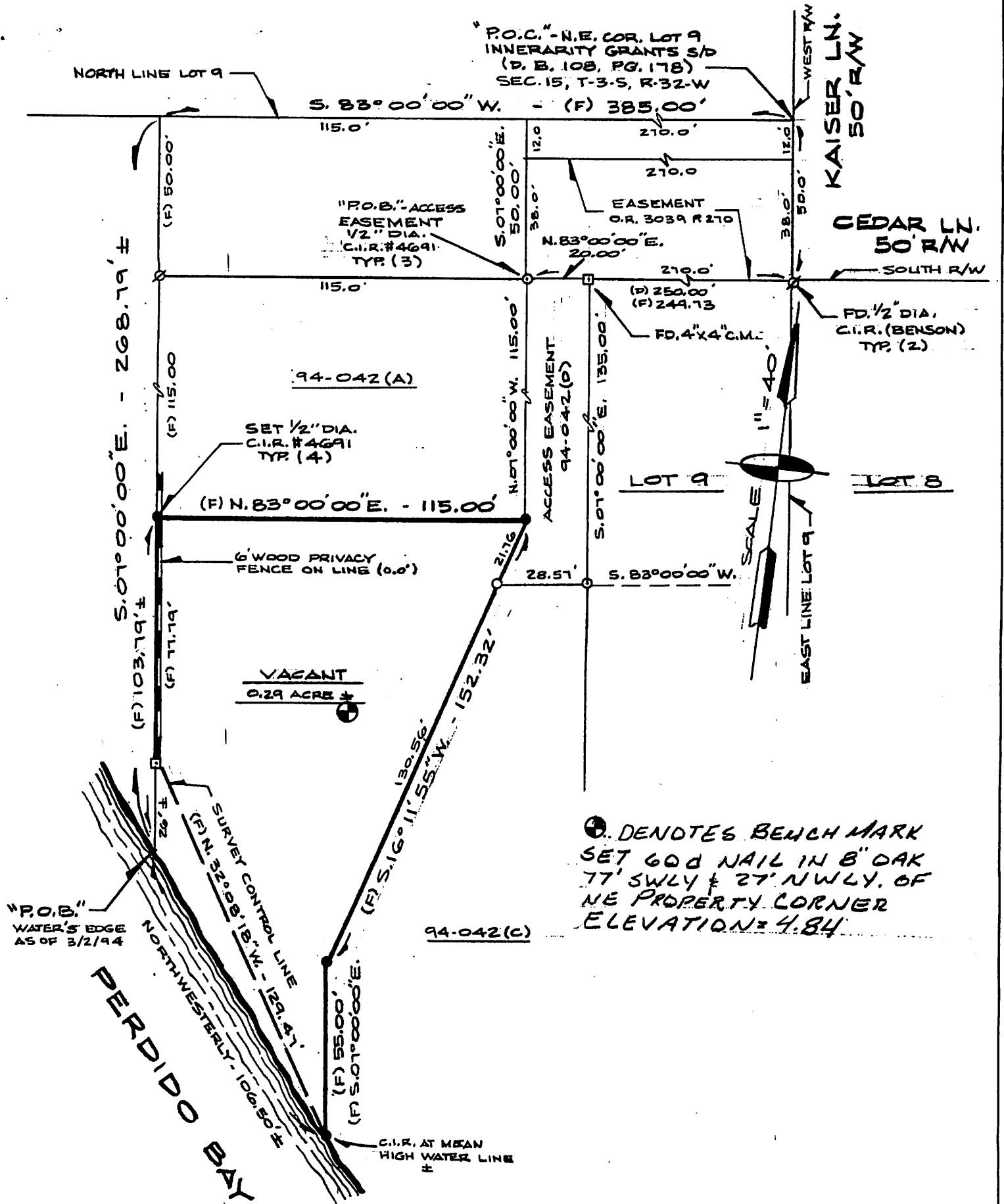
Urban Planner II

Date: _____

12/20/2017

Phone: _____

(850) 595-3475



● DENOTES BENCHMARK SET 60d NAIL IN 8" OAK 77' SWLY & 27' NWLY. OF NE PROPERTY CORNER ELEVATION = 4.84

*** LEGAL DESCRIPTION ATTACHED ***
 *** ABBREVIATIONS ON BACK ***

Lands shown hereon were not abstracted for easements and/or rights-of-way of record, AND underground portion of foundations, footings, or any other underground structures were not located unless otherwise noted.

BASIS OF BEARING ± PER PLAT: S. 83°00'00" W. FOR NORTH LINE OF LOT 9.		SOURCE OF INFORMATION COPY OF D.B. 108, P.178; DEED LEGAL OF PARENT TRACT; FIELD WORK & EXISTING FIELD MONUMENTATION.				
CERTIFICATE						
I hereby certify that the survey shown hereon meets the minimum technical standards according to State of Florida Rule 61 G17-8 set forth by the Florida Board of Land Surveyors pursuant to Section 472.027 of Florida Statutes and is true and correct to the best of my knowledge and belief.						
REVISIONS	DATE	Gary A. Zick Florida Professional Land Surveyor No. 4891				
BENCH MARK	12-3-96					
SCALE 1" = 40'	TYPE BOUNDARY	OWNER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">FIELD DATE 2-10-94 2-24-94 3-2-94</td> <td style="width: 25%;">ORDER NO. 94-042 (B)</td> <td style="width: 50%;">FIELD BOOK/PAGE 10/46 & 56/57 G.Z./R.L.</td> </tr> </table>	FIELD DATE 2-10-94 2-24-94 3-2-94	ORDER NO. 94-042 (B)	FIELD BOOK/PAGE 10/46 & 56/57 G.Z./R.L.
FIELD DATE 2-10-94 2-24-94 3-2-94	ORDER NO. 94-042 (B)	FIELD BOOK/PAGE 10/46 & 56/57 G.Z./R.L.				

VALID ONLY WITH EMBOSSED SEAL

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF LOT 9 OF INNERARITY GRANTS SUBDIVISION, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, AS RECORDED IN DEED BOOK 108 AT PAGE 178 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 83°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR 385.00 FEET; THENCE SOUTH 07°00'00" EAST FOR 268.79 FEET, MORE OR LESS, TO THE WATER'S EDGE OF PERDIDO BAY FOR THE POINT OF BEGINNING; THENCE NORTH 07°00'00" WEST FOR 103.79 FEET, MORE OR LESS; THENCE NORTH 83°00'00" EAST FOR 115.00 FEET; THENCE SOUTH 16°11'55" WEST FOR 152.32 FEET; THENCE SOUTH 07°00'00" EAST FOR 55.00 FEET, MORE OR LESS TO AFORESAID WATER'S EDGE; THENCE MEANDER NORTHWESTERLY ALONG SAID WATER'S EDGE FOR 106.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 0.29 ACRES, MORE OR LESS.

DESCRIPTION: ACCESS EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF LOT 9 OF INNERARITY GRANTS SUBDIVISION, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, AS RECORDED IN DEED BOOK 108 AT PAGE 178 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 83°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR 270.00 FEET; THENCE SOUTH 07°00'00" EAST FOR 50.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 83°00'00" EAST FOR 20.00 FEET; THENCE SOUTH 07°00'00" EAST FOR 135.00 FEET; THENCE SOUTH 83°00'00" WEST FOR 28.57 FEET; THENCE NORTH 16°11'55' EAST FOR 21.76 FEET; THENCE NORTH 07°00'00" WEST FOR 115.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.06 ACRES, MORE OR LESS.

DESCRIPTION: (OFFICIAL RECORD BOOK 3039 PAGE 931 OR 932)

THE SOUTH 38 FEET OF THE NORTH 50 FEET OF THE EAST 270 FEET OF LOT 9 OF "INNERARITY GRANTS", A SUBDIVISION OF PART OF THE EAST ONE-HALF OF INNERARITY POINT AS SHOWN BY A MAP OF "INNERARITY GRANTS" RECORDED IN DEED BOOK 108 AT PAGE 178 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

RUBEN SURVEYING AND MAPPING

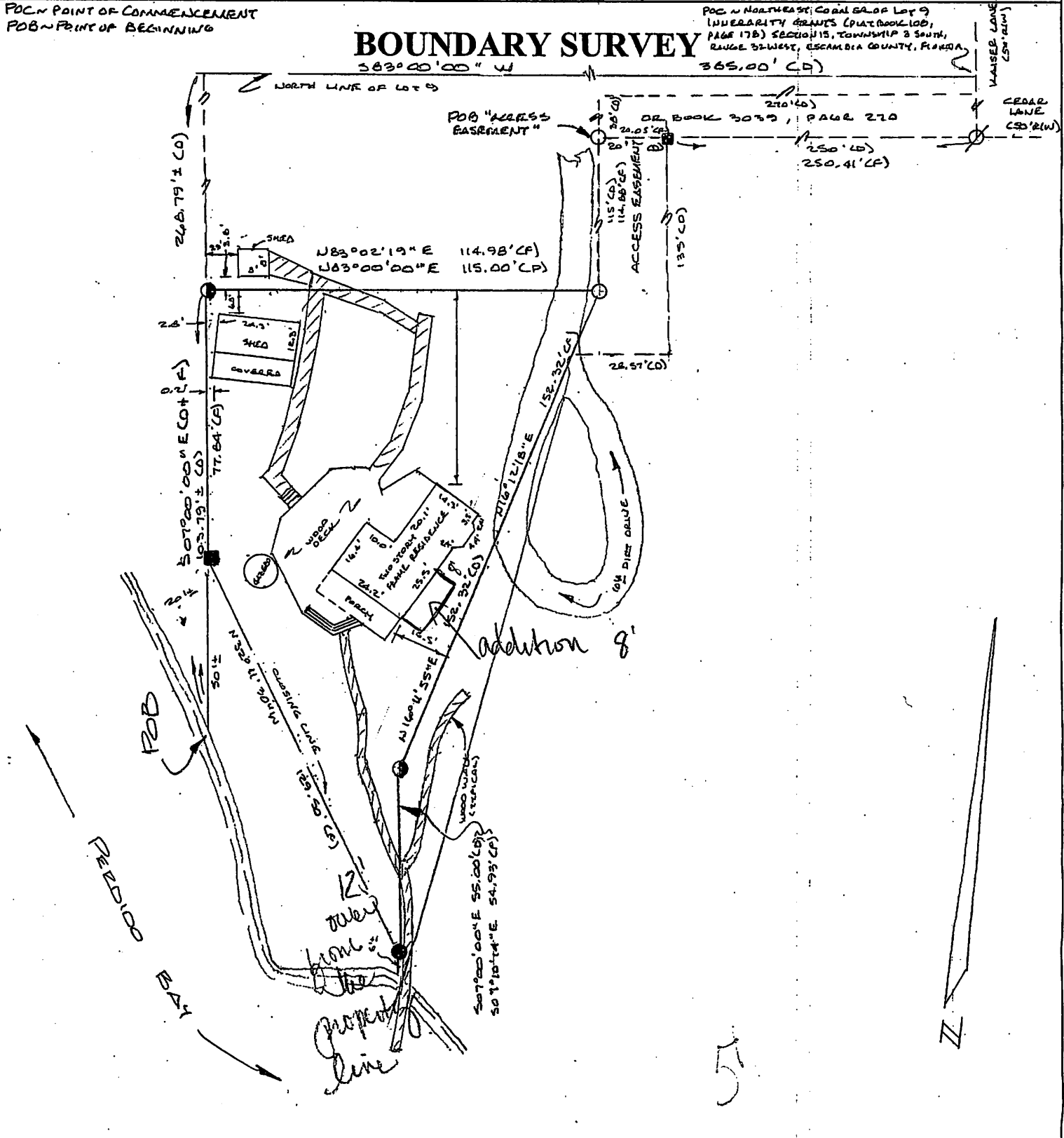
1101 GULF BREEZE PARKWAY SUITE 341

PHONE (850) 916-7382

GULF BREEZE, FLORIDA 32561

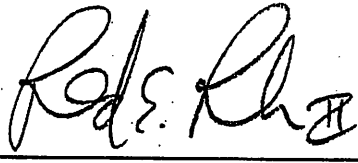
FAX (850) 916-7275

Job Number	11321-06	Field Survey Date	2/10/06
Requested By	LOGAN TITLE	Certified To	SEE SHEET 2 OF 2



COPYRIGHT 2006 BY RONALD E. RUBEN II, PSM

Description	SEE SHEET 2 OF 2		
Plat Book	Page	Section	15
Florida County	ESCAMBIA	Township	3-SOUTH
Property Address	5869 KAISER LANE	Range	32-WEST
Encroachment	AS SHOWN ON SURVEY	Scale	1" = 40'
Party Chief	BRT	Field Book	340
Drawn By	WDW	Page	23-32
Checked By	RER		

 Ronald E. Ruben II, PSM Florida Registration No. 5791	Date	2/15/06	Revision		Not Valid Without The Signature And The Original Raised Seal Of A Florida Licensed Surveyor And Mapper
			Revision		
			Revision		

RUBEN SURVEYING AND MAPPING

1101 GULF BREEZE PARKWAY SUITE 341 PHONE (850) 916-7382

GULF BREEZE, FLORIDA 32561

FAX (850) 916-7275

Job Number 11321-06

Field Survey Date 2/10/06

LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF LOT 9 OF INNERARITY GRANTS SUBDIVISION, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, AS RECORDED IN DEED BOOK 108 PAGE 178 OF THE PUBLIC RECORDS, OF ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 83 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR 385.00'; THENCE SOUTH 07 DEGREES 00 MINUTES 00 SECONDS EAST FOR 268.79', MORE OR LESS, TO THE WATER'S EDGE OF PERDIDO BAY FOR THE POINT OF BEGINNING; THENCE NORTH 07 DEGREES 00 MINUTES 00 SECONDS WEST FOR 103.79 FEET, MORE OR LESS; THENCE NORTH 83 DEGREES 00 MINUTES 00 SECONDS EAST FOR 115.00 FEET; THENCE SOUTH 16 DEGREES 11 MINUTES 55 SECONDS WEST FOR 152.32 FEET; THENCE SOUTH 07 DEGREES 00 MINUTES 00 SECONDS EAST FOR 55.00 FEET, MORE OR LESS TO THE AFORESAID WATER'S EDGE; THENCE MEANDER NORTHWESTERLY ALONG SAID WATER'S EDGE FRO 106.50 FEET MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 0.29 ACRES MORE OR LESS.

ACCESS EASEMENT DESCRIPTION: COMMENCE AT THE NORTHEAST CORNER OF LOT 9 OF INNERARITY GRANTS SUBDIVISION, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, AS RECORDED IN DEED BOOK 108 AT PAGE 178 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 83°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR 270.00 FEET; THENCE SOUTH 07°00'00" EAST FOR 50.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 83°00'00" EAST FOR 20.00'; THENCE SOUTH 07°00'00" EAST FOR 135.00 FEET; THENCE SOUTH 83°00'00" WEST FOR 28.57 FEET; THENCE NORTH 16°11'55" EAST FOR 21.76 FEET; THENCE NORTH 07°00'00" WEST FOR 115.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.06 ACRES, MORE OR LESS.

DESCRIPTION AS RECORDED IN OFFICIAL RECORD BOOK 3039, PAGE 270: THE SOUTH 38 FEET OF THE NORTH 50 FEET OF THE EAST 270 FEET OF LOT 9 OF "INNERARITY GRANTS", A SUBDIVISION OF A PART OF THE EAST ONE-HALF OF INNERARITY POINT AS SHOWN BY A MAP OF "INNERARITY GRANTS" RECORDED IN DEED BOOK 108 AT PAGE 178 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES

1. NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 07 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, STATE AND/OR FEDERAL JURISDICTIONAL AREAS RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE LEGAL DESCRIPTION AS FURNISHED AND EXISTING FIELD MONUMENTATION.
5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY, OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
6. THE STRUCTURE DIMENSIONS IF ANY DO NOT INCLUDE THE EAVES OVERHANG OR THE FOUNDATION FOOTINGS.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR AND MAPPER THAT THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED BY SCALE FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA NUMBERED 12033C0512F, DATED FEBRUARY 23, 2000.

LEGEND

R/W	RIGHT OF WAY
D	DEED
F	FIELD
●	½" CAPPED IRON ROD (FOUND)
○	½" CAPPED IRON ROD #ILLEGIBLE (FOUND)
⊗	1" IRON PIPE (FOUND)
⊕	½" IRON ROD (FOUND)
■	4" X 4" CONCRETE MONUMENT (FOUND)
●	½" CAPPED IRON ROD #5791 (SET)

CERTIFIED TO:

LOGAN TITLE dba TITLE OFFICES, LLC.
PENSACOLA GUARANTEE MORTGAGE, INC.
OLD REPUBLIC NATIONAL TITLE
PATRICK T. PULASKI and PAULA C. PULASKI

Rd E. R. R. II

2/15/06