

AGENDA  
ESCAMBIA COUNTY PLANNING BOARD  
QUASI-JUDICIAL HEARING  
August 6, 2019–8:30 a.m.  
Escambia County Central Office Complex  
3363 West Park Place, Room 104

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.
4. Acceptance of Rezoning Planning Board Meeting Packet.
5. Quasi-judicial Process Explanation.
6. Public Hearings.
  - A. Case #: Z-2019-08  
Applicant: Adam Cobb, Emmanuel Sheppard & Condon, Agent for Navy Federal Credit Union, Owner  
Address: 5501 Frank Reeder Rd and 9045 Security Place  
Property Size: 98.03 (+/-) acres  
From: None, No zoning designation  
To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
  - B. Case #: Z-2019-09  
Applicant: Tom Hammond, Agent for Randall Builders Group, LLC  
Address: 10307 Tanton Road  
Property Size: 4.5+/- acres  
From: MDR, Medium Density Residential(10 du/acre) LDR, Low Density Residential (four du/acre)  
To: MDR, Medium Density Residential(10 du/acre)

C. Case #: Z-2019-10  
Applicant: Wiley C. "Buddy" Page, Agent for Bhupt Patel, Owner  
Address: 2425 E Johnson Ave  
Property Size: .47 (+/-) acres  
From: MDR, Medium Density Residential district (10 du/acre)  
To: HDMU, High Density Mixed-use district (25 du/acre)

D. Case #: Z-2019-11  
Applicant: Wiley C. "Buddy" Page, Agent for David and Willie Bailey, Trustees  
Address: 2001 W Nine Mile Rd  
Property Size: 3.67(+/-) acres  
From: HDMU, High Density Mixed use ( 25 du/acre)  
To: HC/LI, Heavy Commercial and Light Industrial district ( 25 du/acre)

E. Case #: Z-2019-12  
Applicant: Wiley C. "Buddy" Page, Agent for Curtis and Kelli Sumrock  
Address: 11545 Sorrento Rd  
Property Size: 18.78 (+/-) acres  
From: LDR, Low Density Residential district (4 du/acre)  
To: Com, Commercial district (25 du/acre)

7. Adjournment.

**Planning Board-Rezoning**

**6. A.**

**Meeting Date:** 08/06/2019

**CASE :** Z-2019-08

**APPLICANT:** Navy Federal Credit Union, c/o Matt Vinson, Associate general Counsel

**ADDRESS:** 5501 Frank Reeder Road and 9045 Security Place

**PROPERTY REF. NO.:** 05-1S-31-1101-000-000

**FUTURE LAND USE:** Mixed-Use Urban (MU-U),  
Pending LSA-2019-01

**DISTRICT:** 1

**OVERLAY DISTRICT:** N/A

**BCC MEETING DATE:**

**SUBMISSION DATA:**

**REQUESTED REZONING:**

**FROM: NONE**

**TO: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)**

**RELEVANT AUTHORITY:**

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

**APPROVAL CONDITIONS**

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

**Consistent with Comprehensive Plan**

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

**FLU 1.3.1 Future Land Use Categories.** General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined below.

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

## **FINDINGS**

The proposed amendment to HC/LI is **consistent** with the intent and purpose of Future Land Use (FLU) category MU-U as stated in CPP FLU 1.3.1. The rezoning will pending on the approval of LSA-2019-01 from Public (P) to Mixed-Use Urban (MU-U). The MU-U FLU is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The listed Range of Allowable Uses includes residential, retail and services, professional office, light industrial, recreational facilities, public, civic and limited agriculture. The amendment is also consistent with the intent of FLU 1.5.1, by making use of the existing public roads and the availability of utilities and service infrastructure.

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

#### **Consistent with The Land Development Code**

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

### **Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

**(b) Permitted uses.** Permitted uses within the HC/LI district are limited to the following:

**(1) Residential.** Any residential uses outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

**(2) Retail sales.** Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

**(3) Retail services.**

- a. Car washes, automatic or manual, full service or self-serve.
  - b. Child care facilities.
  - c. Hotels, motels and all other public lodging, including boarding and rooming houses.
  - d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.
  - e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
  - f. Rental of automobiles, trucks, utility trailers and recreational vehicles.
  - g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
  - h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.
  - i. Taxi and limousine services.
- See also conditional uses in this district.

**(4) Public and civic.**

- a. Broadcast stations with satellite dishes and antennas, including towers.
  - b. Cemeteries, including family cemeteries.
  - c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
  - d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
  - e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
  - f. Funeral establishments.
  - g. Homeless shelters.
  - h. Hospitals.
  - i. Offices for government agencies or public utilities.
  - j. Places of worship.
  - k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.
- See also conditional uses in this district.  
(Ord. No. 2015-24, § 1, 7-7-15)

**(5) Recreation and entertainment.**

- a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
- b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court

games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

**(6) Industrial and related.** The following industrial and related uses, except within MU-S.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

See also conditional uses in this district.

**(7) Agricultural and related.**

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

**(8) Other uses.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

**(c) Conditional uses.** Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district:

**(1) Residential.** Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

**(2) Retail services.** Restaurants not among the permitted uses of the district.

**(3) Public and civic.** Cinerators.

**(4) Recreation and entertainment.**

- a. Motorsports facilities on lots 20 acres or larger.
- b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.
- c. Shooting ranges, outdoor.

**(5) Industrial and related.** The following industrial and related uses, except within MU-S:

- a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.
- b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) \*Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.
- c. Salvage yards not otherwise requiring approval as solid waste processing facilities.
- d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
  2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.
  3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.
  4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage. (6)
- Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

**(7) Other uses.**

- a. Structures of permitted uses exceeding the district structure height limit.
- b. Heliports.

**(e) Location criteria.** All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:  
(1) Parcel previously zoned GBD within the MU-S FLU along Hwy 29 or SR 95A. Parcels

previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A

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

(3) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The rezoning would allow for the expansion of Navy Federal Credit Union Campus (NFCU) that is adjacent to the east. All the permitted uses of the proposed zoning would be supported by the already existing commercial activities to the east and meet the locational criteria guidelines of HC/LI.

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

#### **Compatible with surrounding uses**

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

## **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HC/LI, LDMU, Public, and LDR. There are single-family parcels, vacant parcels, and Navy Federal Credit Union Campus.

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



**Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

**As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or “spot” zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

## **FINDINGS**

The parcel is currently vacant and has no zoning classification. A rezoning to HC/LI **would not be** considered spot zoning the parcel adjacent to the east is already zoned HC/LI.

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

### **Appropriate with changed or changing conditions.**

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

## **FINDINGS**

The land uses or development conditions within the area surrounding the property of rezoning **did change** in 2012. Case CPA-2012-04 creating the Urban Service Area Boundary (USA) and Z-2012-29 were approved in 2012 for the development of Navy Federal Credit Union campus. As well Escambia County has obtain property from the United States Navy, Outlying Field 8 (OLF-8) 640 acres on January 29, 2019. Part of this area of the property is subject for rezoning has no zoning classification and it would be in the public interest to assign a new zoning classification to the property to subject it to and require its use and development in accordance with the terms of the Land Development Code. The proposed classification of HC/LI is consistent and compatible with the classification and uses of surrounding land.

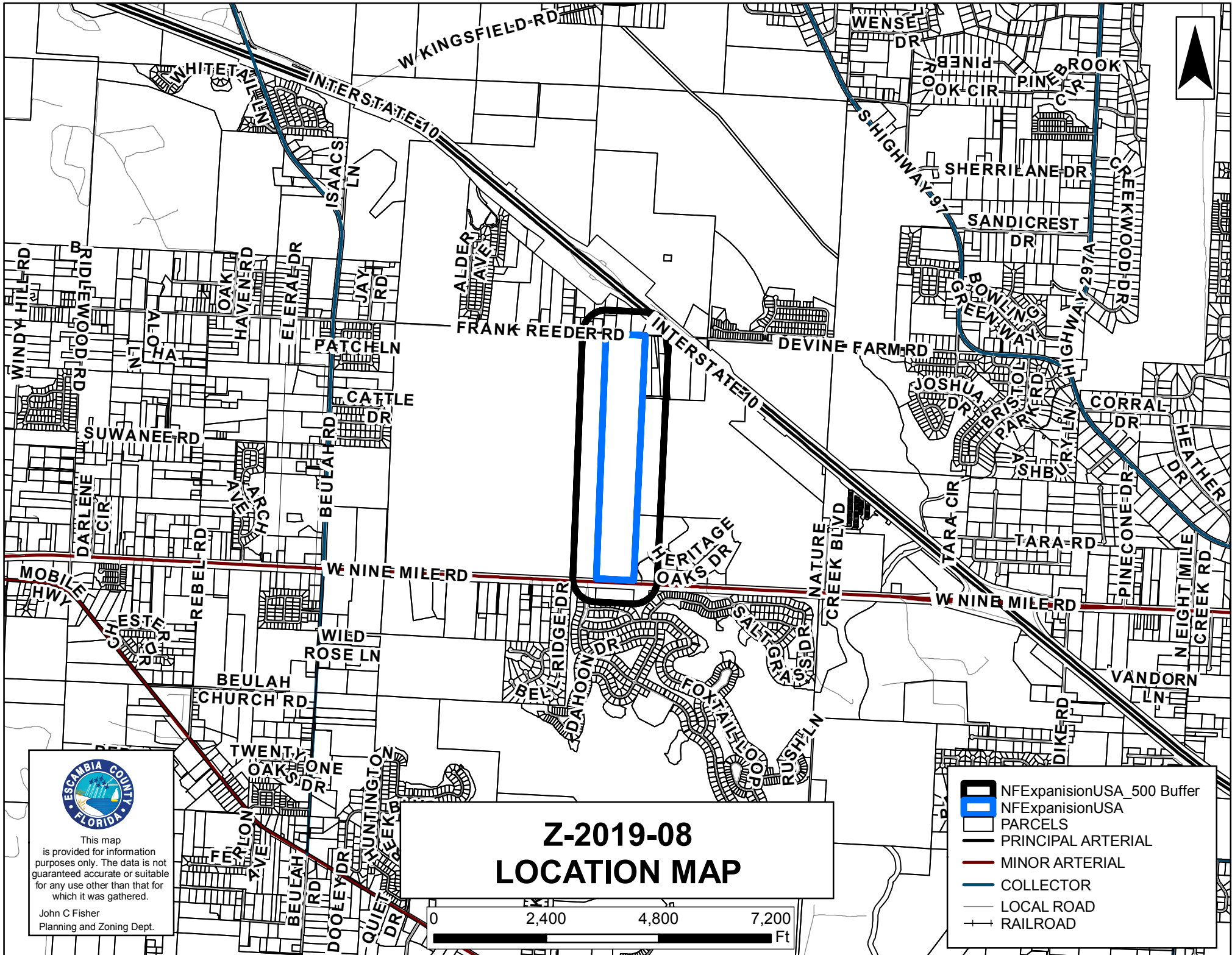
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## **Attachments**

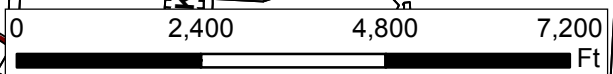
Working case file08









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Z-2019-08

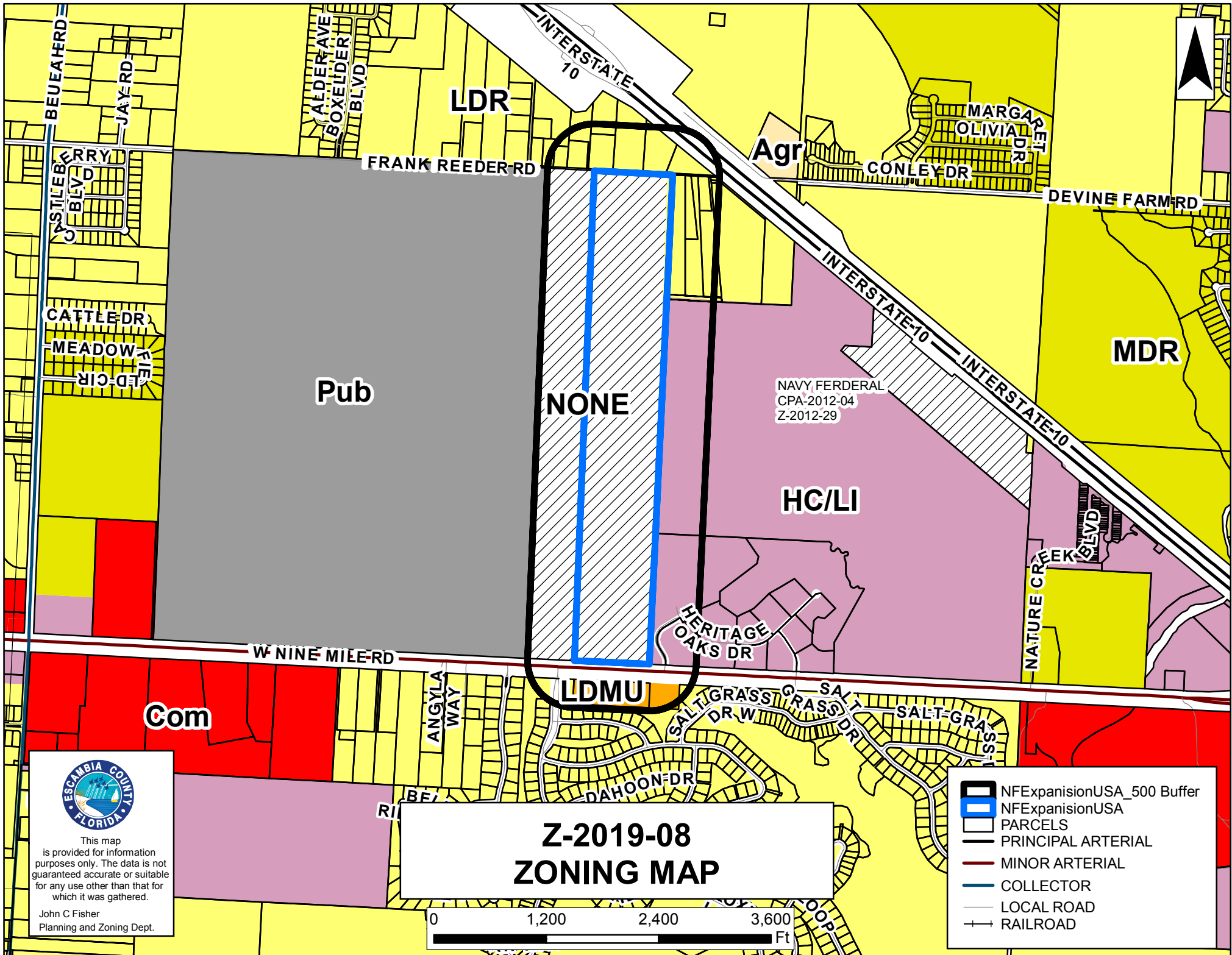



# Z-2019-08 LOCATION MAP



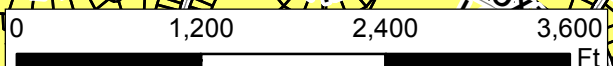
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-  NFEExpansionUSA
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD








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

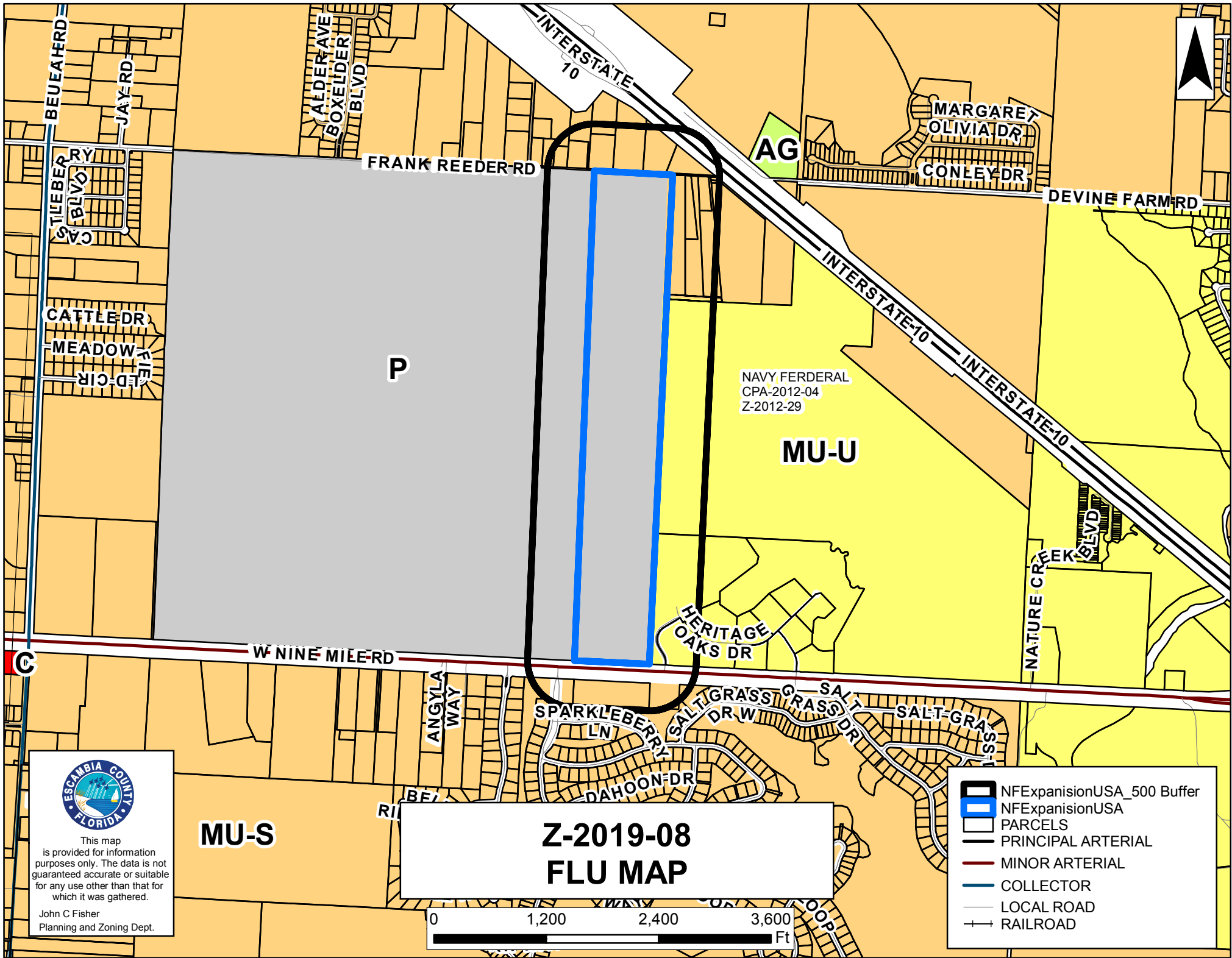


  
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 Planning and Zoning Dept.

**Z-2019-08**  
**ZONING MAP**

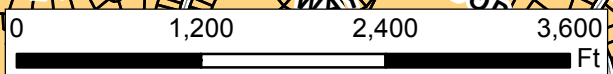


-  NfExpansionUSA\_500 Buffer
-  NfExpansionUSA
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD




NAVY FERDERAL  
CPA-2012-04  
Z-2012-29

# Z-2019-08 FLU MAP



- NFEExpansionUSA\_500 Buffer
- NFEExpansionUSA
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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

John C Fisher  
Planning and Zoning Dept.

MU-S

MU-U

AG

P

W NINE MILE RD

Z-2019-08  
FLU MAP

0 1,200 2,400 3,600 Ft

BEUEAHERD  
STLEBERY BLVD  
JAY RD

ALDER AVE  
BOXELDER BLVD

FRANK REEDER RD

INTERSTATE  
10

MARGARET  
OLIVIA DR  
CONLEY DR

DEVINE FARM RD

CATTLE DR  
MEADOW  
FIELD CIR

INTERSTATE-10  
INTERSTATE-10

NATURE CREEK  
BLVD

HERITAGE  
OAKS DR

ANGYLA  
WAY

SPARKLEBERRY  
LN

SALT GRASS  
DR W

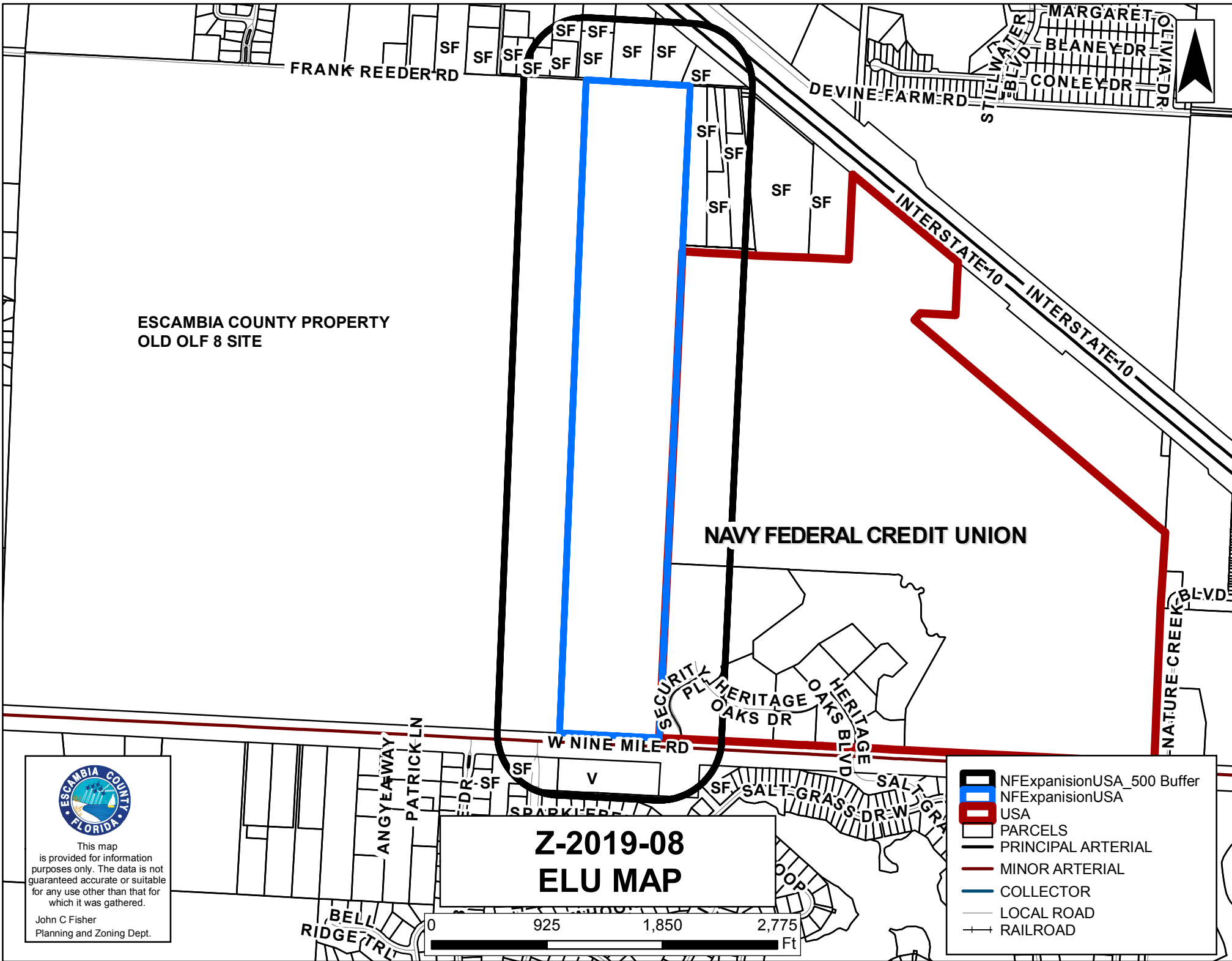
SALT GRASS  
DR

SALT-GRASS  
DR

DAHOO DR

RI

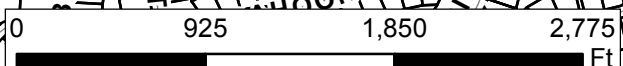
COOP



ESCAMBIA COUNTY PROPERTY  
OLD OLF 8 SITE

NAVY FEDERAL CREDIT UNION

**Z-2019-08  
ELU MAP**



- NFExpansionUSA\_500 Buffer
- NFExpansionUSA
- USA
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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John C Fisher  
Planning and Zoning Dept.

BELL RIDGE TRAIL

ANGYEAWAY  
PATRICK LN

W NINE MILE RD

SECURITY PL  
HERITAGE OAKS DR  
HERITAGE OAKS DR  
BLVD

SALT GRASS DR  
SALT GRASS DR

NATURE CREEK BLVD

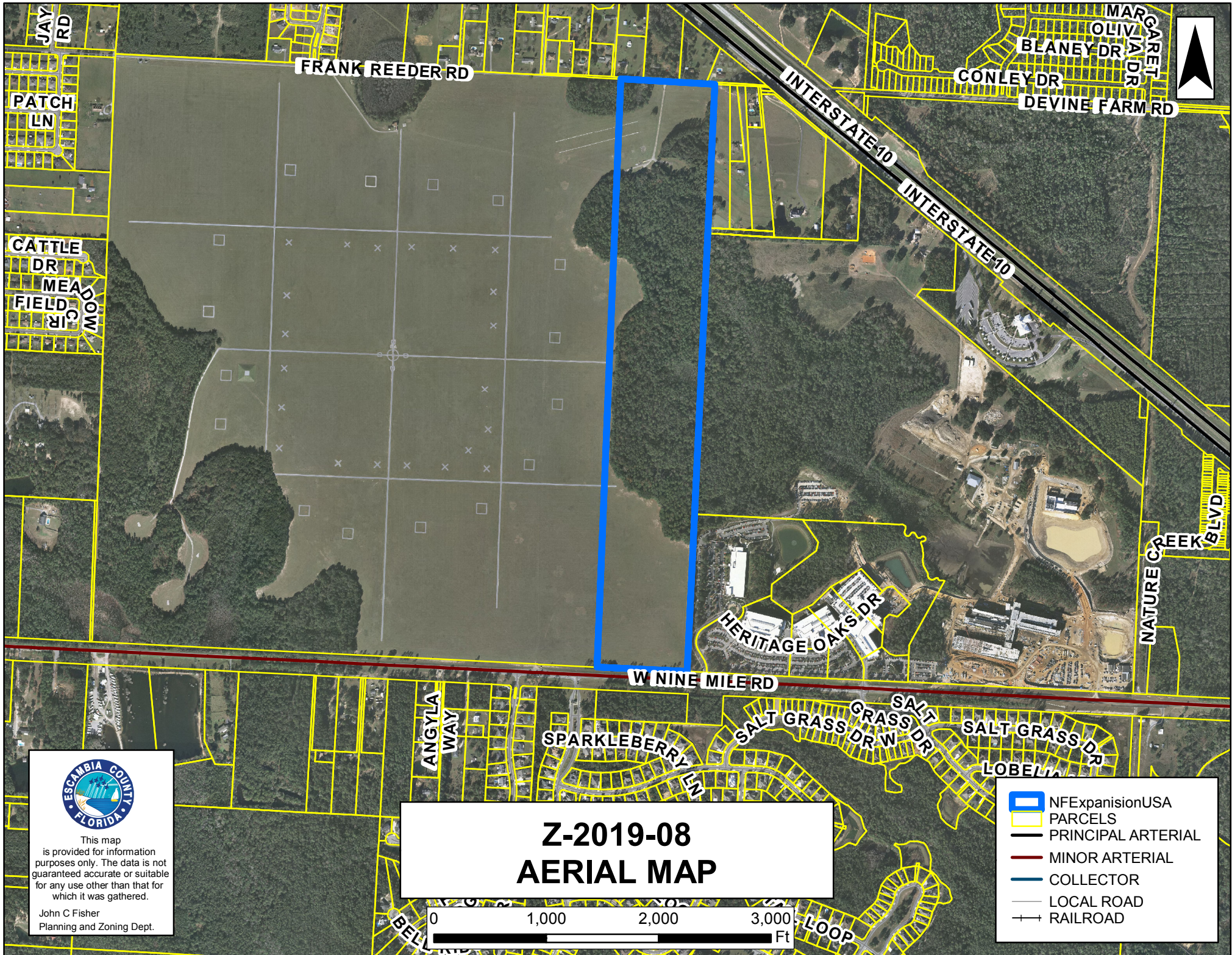
FRANK REEDER RD

DEVINE FARM RD

STILLWATER BLVD  
MARGARET BEANEY DR  
CONLEY DR  
OLIVIA DR

INTERSTATE-10  
INTERSTATE-10





FRANK REEDER RD

INTERSTATE 10


INTERSTATE 10

W NINE MILE RD

**Z-2019-08  
AERIAL MAP**



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

  
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 John C Fisher  
 Planning and Zoning Dept.

JAY RD  
 PATCH LN  
 CATTLE DR  
 MEADOW FIELD CIR

MARGARET DR  
 OLIVIA DR  
 BLANEY DR  
 CONLEY DR  
 DEVINE FARM RD



NATURE CREEK BLVD

HERITAGE OAKS DR

ANGYLA WAY

SPARKLEBERRY LN

SALT GRASS DR W  
 SALT GRASS DR

SALT GRASS DR  
 LOBELLA DR

BEL...

LOOP



**NOTICE OF PUBLIC HEARING REZONING**

CASE NO.: Z-2019-08

CURRENT ZONING: NONE PROPOSED ZONING: HC/LI

**PLANNING BOARD**

DATE: 08/06/19 TIME: 8:30 AM

**LOCATION OF HEARING**  
 ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
 3363 WEST PARK PLACE  
 BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**

DATE: [ ] TIME: [ ]

**LOCATION OF HEARING**  
 ERNIE LEE MAGAHA GOVERNMENT BLDG  
 221 PALAFOX PLACE  
 1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION CALL:  
 DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
 WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN  
 PROPERTY OF ESCAMBIA COUNTY

**NOTICE OF PUBLIC HEARING FUTURE LAND USE CHANGE**

CASE NO.: LSA-2019-01

CURRENT FLL: P PROPOSED FLL: MU-U

**PLANNING BOARD**

DATE: 08/06/19 TIME: 8:35 AM

**LOCATION OF HEARING**  
 ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
 3363 WEST PARK PLACE  
 BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**

DATE: 08/15/19 TIME: 9:15 a.m.

**LOCATION OF HEARING**  
 ERNIE LEE MAGAHA GOVERNMENT BLDG  
 221 PALAFOX PLACE  
 1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION CALL:  
 DEVELOPMENT SERVICES 595-3475 OR VISIT  
 WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN  
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**PUBLIC HEARING SIGNS ON FRANK REEDER ROAD LOOKING EAST**





FROM FRANK REEDER ROAD LOOKING SOUTHEAST AT SUBJECT PROPERTY

**NOTICE OF PUBLIC HEARING REZONING**  
CASE NO. 2-2019-08  
CURRENT ZONING: NONE PROPOSED ZONING: PUD  
**PLANNING BOARD**  
DATE: 08/06/19 TIME: 8:30 AM  
**LOCATION OF HEARING**  
ESCAMBA COUNTY CENTRAL OFFICE BUILDING  
3300 WEST PARK PLACE  
BLOOMING MEETING ROOM  
**BOARD OF COUNTY COMMISSIONERS**  
DATE: [ ] TIME: [ ]  
**LOCATION OF HEARING**  
ESCAMBA COUNTY CENTRAL OFFICE BUILDING  
3300 WEST PARK PLACE  
BLOOMING MEETING ROOM  
FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES AT 252-846-3636 OR WWW.ESCAMBA.GOV  
PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBA COUNTY

**NOTICE OF PUBLIC HEARING**  
PROPOSED LOT 7 PHASE 2  
DATE: 08/06/19 TIME: 8:30 AM  
**PLANNING BOARD**  
DATE: 08/06/19 TIME: 8:30 AM  
**LOCATION OF HEARING**  
ESCAMBA COUNTY CENTRAL OFFICE BUILDING  
3300 WEST PARK PLACE  
BLOOMING MEETING ROOM  
**BOARD OF COUNTY COMMISSIONERS**  
DATE: 08/13/19 TIME: 8:30 AM  
**LOCATION OF HEARING**  
ESCAMBA COUNTY CENTRAL OFFICE BUILDING  
3300 WEST PARK PLACE  
BLOOMING MEETING ROOM  
FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES AT 252-846-3636 OR WWW.ESCAMBA.GOV  
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**NOTICE OF PUBLIC HEARING**  
**FUTURE LAND USE CHANGE**  
 CASE NO.: LSA-2019-01  
 CURRENT FLU: P PROPOSED FLU: MU-U  
**PLANNING BOARD**  
 DATE: 08/06/19 TIME: 8:35 AM  
**LOCATION OF HEARING**  
 ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
 3383 WEST PARK PLACE  
 BOARD MEETING ROOM  
**BOARD OF COUNTY COMMISSIONERS**  
 DATE: 8/15/19 TIME: 9:15 a.m.  
**LOCATION OF HEARING**  
 ERNIE LEE MAGAHA GOVERNMENT BLDG  
 221 PALAFOX PLACE  
 1ST FLOOR BOARD MEETING ROOM  
 FOR MORE INFORMATION CALL:  
 DEVELOPMENT SERVICES 895-3476 OR VISIT  
 WWW.MYESCAMBIA.COM  
 PLEASE DO NOT REMOVE THIS SIGN  
 PROPERTY OF ESCAMBIA COUNTY


**NOTICE OF PUBLIC HEARING**  
**REZONING**  
 CASE NO.: Z-2019-08  
 CURRENT ZONING: NONE PROPOSED ZONING: HC/LI  
**PLANNING BOARD**  
 DATE: 08/06/19 TIME: 8:30 AM  
**LOCATION OF HEARING**  
 ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
 3383 WEST PARK PLACE  
 BOARD MEETING ROOM  
**BOARD OF COUNTY COMMISSIONERS**  
 DATE: TIME:  
**LOCATION OF HEARING**  
 ERNIE LEE MAGAHA GOVERNMENT BLDG  
 221 PALAFOX PLACE  
 1ST FLOOR BOARD MEETING ROOM  
 FOR MORE INFORMATION CALL:  
 DEVELOPMENT SERVICES AT 895-3476 OR VISIT  
 WWW.MYESCAMBIA.COM  
 PLEASE DO NOT REMOVE THIS SIGN  
 PROPERTY OF ESCAMBIA COUNTY

**FROM FRANK REEDER ROAD LOOKING SOUTHWEST**

**NOTICE OF PUBLIC HEARING FUTURE LAND USE CHANGE**  
CASE NO.: LSA-2019-01  
CURRENT FLU: P PROPOSED FLU: MU-U  
**PLANNING BOARD**  
DATE: 08/06/19 TIME: 8:35 AM  
**LOCATION OF HEARING**  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
BOARD MEETING ROOM  
**BOARD OF COUNTY COMMISSIONERS**  
DATE: 8/15/19 TIME: 9:15 a.m.  
**LOCATION OF HEARING**  
ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM  
FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES 595-3475 OR VISIT  
WWW.MYESCAMBIA.COM  
PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

**NOTICE OF PUBLIC HEARING REZONING**  
CASE NO.: Z-2019-08  
CURRENT ZONING: NONE PROPOSED ZONING: HC/LI  
**PLANNING BOARD**  
DATE: 08/06/19 TIME: 8:30 AM  
**LOCATION OF HEARING**  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
BOARD MEETING ROOM  
**BOARD OF COUNTY COMMISSIONERS**  
DATE: TIME:  
**LOCATION OF HEARING**  
ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM  
FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
WWW.MYESCAMBIA.COM  
PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

FROM FRANK REEDER ROAD LOOKING WEST



**NOTICE OF PUBLIC HEARING REZONING**  
CASE NO.: Z-2019-08  
CURRENT ZONING: NONE PROPOSED ZONING: HC/LI  
**PLANNING BOARD**  
DATE: 08/06/19 TIME: 8:30 AM  
**LOCATION OF HEARING**  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
BOARD MEETING ROOM  
**BOARD OF COUNTY COMMISSIONERS**  
DATE: [REDACTED] TIME: [REDACTED]  
**LOCATION OF HEARING**  
ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM  
FOR MORE INFORMATION CALL [REDACTED]  
DEVELOPMENT SERVICES [REDACTED]  
DO NOT REMOVE THIS SIGN  
ESCAMBIA COUNTY

**NOTICE OF PUBLIC HEARING FUTURE LAND USE CHANGE**  
CASE NO.: LSA-2019-01  
CURRENT FLU: P PROPOSED FLU: MU-U  
**PLANNING BOARD**  
DATE: 08/06/19 TIME: 8:35 AM  
**LOCATION OF HEARING**  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
BOARD MEETING ROOM  
**BOARD OF COUNTY COMMISSIONERS**  
DATE: 08/15/19 TIME: 9:15 a.m.  
**LOCATION OF HEARING**  
ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM  
FOR MORE INFORMATION CALL [REDACTED]  
DEVELOPMENT SERVICES [REDACTED]

FROM FRANK REEDER ROAD LOOKING NORTHEAST

 **NOTICE OF PUBLIC HEARING FUTURE LAND USE CHANGE**

CASE NO.: LSA-2019-01

CURRENT FLU: P PROPOSED FLU: MU-U

**PLANNING BOARD**

DATE: 08/06/19 TIME: 8:35 AM

**LOCATION OF HEARING**  
 ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
 3363 WEST PARK PLACE  
 BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**

DATE: 08/15/19 TIME: 9:15 a.m.

**LOCATION OF HEARING**  
 ERNIE LEE MAGAHA GOVERNMENT BLDG  
 221 PALAFOX PLACE  
 1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION CALL:  
 DEVELOPMENT SERVICES 595-3475 OR VISIT  
 WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN  
 PROPERTY OF ESCAMBIA COUNTY

 **NOTICE OF PUBLIC HEARING REZONING**

CASE NO.: Z-2019-08

CURRENT ZONING: NONE PROPOSED ZONING: HC/LI

**PLANNING BOARD**

DATE: 08/06/19 TIME: 8:30 AM

**LOCATION OF HEARING**  
 ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
 3363 WEST PARK PLACE  
 BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**

DATE: TIME:

**LOCATION OF HEARING**  
 ERNIE LEE MAGAHA GOVERNMENT BLDG  
 221 PALAFOX PLACE  
 1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION CALL:  
 DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
 WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN  
 PROPERTY OF ESCAMBIA COUNTY

**FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING PUBLIC HEARING SIGNS**

NOTICE OF PUBLIC HEARING  
FUTURE LAND USE CHANGE  
CASE NO.: LSA-2019-01  
CURRENT FLU: P PROPOSED FLU: MU-U  
PLANNING BOARD  
DATE: 08/06/19 TIME: 8:35 AM  
LOCATION OF HEARING  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
390 WEST PARK PLACE  
BOARD MEETING ROOM  
BOARD OF COUNTY COMMISSIONERS  
DATE: 08/15/19 TIME: 9:15 a.m.  
LOCATION OF HEARING  
ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM  
FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES 595-3475 OR VISIT  
WWW.MYESCAMBIA.COM  
PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

NOTICE OF PUBLIC HEARING  
REZONING  
CASE NO.: Z-2019-03  
CURRENT ZONING: NONE PROPOSED ZONING: HC/LI  
PLANNING BOARD  
DATE: 08/06/19 TIME: 8:30 AM  
LOCATION OF HEARING  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
390 WEST PARK PLACE  
BOARD MEETING ROOM  
BOARD OF COUNTY COMMISSIONERS  
DATE: [ ] TIME: [ ]  
LOCATION OF HEARING  
ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM  
FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES BY 595-3475 OR VISIT  
WWW.MYESCAMBIA.COM  
PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING EAST



**FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING NORTHWEST**



**FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING WEST**





**FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING NORTHEAST**



**FROM NINEMILE ROAD/US HIGHWAY 90A LOOKING NORTH AT SUBJECT 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>

### Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2019-08 Accepted by: AL/JF PB Meeting: Aug 6, 2019

#### Introduction:

Escambia County is currently under contract to sell to Navy Federal Credit Union a portion of the former Navy OLF8 site, immediately adjacent to and west of NFCU's existing Beulah campus. A copy of the purchase agreement between NFCU and the County is attached as Exhibit A. The approval of this Rezoning Application is a condition precedent to the closing of that transaction.

The property to be purchased is currently not zoned. A zoning classification must be assigned to the property to enable the County's sale and to guide any future use or development under Escambia County's Land Development Code. NFCU requests the property be rezoned to HC/LI, to mirror and provide consistency with the zoning classification of its adjacent campus, of which the property will be a part. In support of that request, NFCU submits the following application.

Please note that NFCU is simultaneously submitting a Future Land Use Map Amendment Application, to amend the current classification of the property from "Public" to "MU-U" and "NFCU USA" – classifications which mirror that of NFCU's adjacent campus.

#### 1. Contact Information:

**A. Property Owner/Applicant:** Navy Federal Credit Union, c/o Matt Vinson,  
Associate General Counsel

Mailing Address: 5550 Heritage Oaks Drive, Pensacola, FL 32526

Business Phone: 850-912-0261 Cell: \_\_\_\_\_

Email: Matt\_Vinson@navyfederal.org

**B. Authorized Agent (if applicable):** Emmanuel Sheppard & Condon and Adam C. Cobb

Mailing Address: 30 South Spring Street, Pensacola, FL 32502

Business Phone: 850-361-4865 Cell: \_\_\_\_\_

Email: acobb@esclaw.com

**2. Property Information:**

A. Existing Street Address: Navy OLF8 – Frank Reeder Road

Parcel ID: A portion of Parcel Number 051S31110100000  
Preliminary sketch and legal description are attached as Exhibit B; Final survey is in process and will be provided promptly upon completion

B. Total acreage of the subject property: 98.03 ±

C. Existing Zoning: None

Proposed Zoning: HC/LI; explain why necessary and/or appropriate

It is necessary and appropriate to assign a zoning classification to the property to enable and guide its use and development in a manner consistent with Escambia County's Land Development Code. Classification as HC/LI is necessary and appropriate to provide consistency with NFCU's existing adjacent campus – of which the property will be a part.

FLU Category: Currently, "Public". NFCU has simultaneously submitted application to amend the FLU map to "MU-U" and "NFCU-USA"

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

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

**3. Amendment Request**

**Approval conditions.** The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

**Please address ALL the following approval conditions for your rezoning request.**

**(use supplement sheets as needed)**

- a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

The proposed zoning is consistent with the classifications requested by NFCU's pending FLU map amendment application (NFCU-USA and MU-U). Specifically, classification as NFCU-USA requires use and development to be consistent with the MU-U classification (See, FLU 5.1.11 of the Escambia County Comprehensive Plan). HC/LI zoning is consistent with the MU-U classification (see, LDC 3-2.11(f)(1)). The three simultaneous changes are consistent with and necessary for the others.

- b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

The proposed zoning is consistent with the purpose of the HC/LI district of allowing a broad range of commercial activities. NFCU intends to bring the property into its adjacent campus to support its ongoing commercial activities by providing recreational and parking amenities. The proposed HC/LI zoning permits such anticipated uses, and ensures any development will be consistent with NFCU's adjacent campus, which is currently zoned HC/LI.

- c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

The proposed zoning and related permitted uses will mirror the zoning and permitted uses of the primary surrounding property, which is NFCU's existing campus. Those mirror zoning classifications and permitted uses are compatible. The remaining uses surrounding the property are undeveloped (and unzoned) and residential. NFCU's existing campus is zoned HC/LI and has for years been likewise surrounded by and successfully co-existed alongside those residential and undeveloped uses. That demonstrated compatibility will continue with this addition to NFCU's campus.

- d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

*As per LDC Chapter 6, Spot Zoning is: Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

Not applicable.

- e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

Until its recent transfer to the County, the Navy had owned and operated the property for decades. As a result of that historic ownership and use, and as indicated previously, the property is not currently subject to any County zoning classification. Thus, and despite the recent and significant change in use from a Navy helicopter field, until a new zoning classification is assigned to the property there are no guidelines for the orderly use and development of that property under the Land Development Code. It is in the public interest to assign a new zoning classification to the property to subject it to and require its use and development in accordance with the terms of the Land Development Code. The proposed classification of HC/LI is consistent and compatible with the classification and uses of surrounding land.

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

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Property Reference Number(s): A portion of Parcel Number 051S311101000000

Property Address: Navy OLF8 – Frank Reeder Road

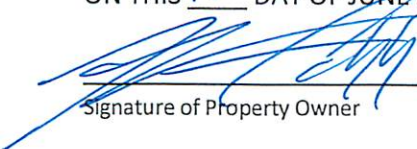
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 19<sup>th</sup> DAY OF JUNE 2019.

  
\_\_\_\_\_  
Signature of Property Owner

Adrian Bobb  
\_\_\_\_\_  
Printed Name of Property Owner

6/19/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner

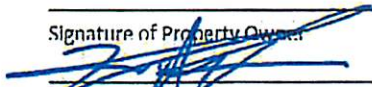
\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date

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

As owner of the property located at Navy OLF8 – Frank Reeder Road, Escambia County, Florida, property reference number 051S311101000000, I hereby designate Navy Federal Credit Union 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 June 2019 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: Navy Federal Credit Union Email: matt\_vinson@navyfederal.org  
Address: 5550 Heritage Oaks Drive, Pensacola Phone: 850-912-0261

\_\_\_\_\_  
Signature of Property Owner  
  
\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name of Property Owner  
Keith Hoskins  
\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Date  
19 JUN 19  
\_\_\_\_\_  
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



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

As contract purchaser from and authorized agent of the owner of the property located at Navy OLF8 – Frank Reeder Road, Escambia County, Florida, property reference number 051S311101000000, I hereby designate Emmanuel Sheppard & Condon and Adam C. Cobb 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 June 2019 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: Emmanuel Sheppard & Condon and Adam C. Cobb  
Address: 30 S. Spring Street, Pensacola FL 32502

Email: acobb@esclaw.com  
Phone: 850-361-4865

[Signature]  
Signature of Contract Purchaser  
[Signature]  
Signature of Agent

Keith Hoskins  
Printed Name of Contract Purchaser  
Adam Cobb  
Printed Name of Agent

19-JUN-19  
Date  
6/19/19  
Date

STATE OF Florida COUNTY OF Escambia  
The foregoing instrument was acknowledged before me this 19th day of June, 2019,  
by Keith Hoskins

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

Monica Macpherson  
Signature of Notary

Monica Macpherson  
Printed Name of Notary



5. Submittal Requirements

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

Note: Application fees include a \$5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).

- 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]  
Signature of Owner/Agent

Adam Cobb  
Printed Name Owner/Agent

6/19/19  
Date

\_\_\_\_\_  
Signature of Owner

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

\_\_\_\_\_  
Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 19th day of June 20 19, by Adam Cobb.

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

Patricia M. Golinas  
Signature of Notary

Patricia M. Golinas  
Printed Name of Notary



**PATRICIA M. GOLINAS**  
Notary Public, State of Florida  
My Comm. Expires Mar. 27, 2020  
Commission No. FF 952621

# EXHIBIT A

5/16/2013 CATTY

## CONTRACT FOR SALE AND PURCHASE

**THIS CONTRACT FOR SALE AND PURCHASE** (this "Contract") is entered into by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("Seller"), and **NAVY FEDERAL CREDIT UNION**, a federally chartered credit union ("Purchaser").

The effective date of this Contract will be the date when the last one of Seller or Purchaser has signed and delivered this Contract to the other party (the "Effective Date").

### RECITALS

WHEREAS, Seller owns certain property located in Escambia County, Florida which is more particularly described in this Contract;

WHEREAS, Seller now desires to sell and convey the Property (defined below) to Purchaser, and Purchaser desires to purchase and acquire that Property, in accordance with the terms and conditions of this Contract, and

WHEREAS, the Escambia County Board of County Commissioners has approved such sale of the Property.

### AGREEMENT

**NOW, THEREFORE**, Seller and Purchaser do hereby covenant and agree as follows:

1. **Purchase and Sale**. Subject to the terms, covenants, and conditions contained in this Contract, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the following described property (collectively, the "Property"):

(a) **Real Property**. That certain real property consisting of approximately 96 acres located in Escambia County, Florida, as more particularly depicted and described in Exhibit "A" attached to and made a part of this Contract (the "Real Property");

(b) **Improvements**. All building, structures, and improvements situated on the Real Property, all fixtures, facilities, and other property attached to such buildings, structures, and improvements (collectively, the "Improvements");

(c) **Other Real Property Interests**. All right, title, and interest of Seller, if any, in and to any and all strips, gores, easements, privileges, choses in action, rents, issues, and profits, and other tenements, hereditaments, and appurtenances of or related to the Real Property; and

(d) **Intangible Personal Property**. All right, title, and interest of Seller, if any, in all development and other rights and all documents, technical matters, and work product related to the Real Property, including, without limitation, the following (collectively, the "Intangible Personal Property"):

- (i) agreements, contracts, covenants, and restrictions related to or benefiting the Real Property and the Improvements, and any and all rights of Seller thereunder, including development rights, air rights, density rights, and drainage rights;
- (ii) approvals, licenses, authorizations, permits, and applications with or from governmental authorities related to or benefiting the Real Property and the Improvements; and
- (iii) documents and work product of all professionals in connection with the Real Property, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, renderings, photographs, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Real Property and the construction of the Improvements

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") will be the sum of (a) the product of \$47,500 multiplied by the acreage of that portion of the Real Property not identified as wetlands in the Survey (defined below) obtained pursuant to Section 3(a) hereof, and (b) the product of \$1,500 multiplied by the acreage of that portion of the Real Property identified as wetlands in the Survey obtained pursuant to Section 3(a) hereof. It is anticipated that the Survey will reflect approximately 88 acres of uplands and eight acres of wetlands, leading to an anticipated Purchase Price of \$4,192,000. Those acreage calculations and anticipated Purchase Price are subject to change, depending on the results of the Survey. The Purchase Price will be subject to prorations and adjustments described in this Contract and payable as follows:

(a) Within five business days after execution by all parties, Purchaser will deliver to Emmanuel, Sheppard and Condon ("Escrow Agent"), by cashier's check or wire transfer, the sum of \$100,000, the proceeds of which will be held by Escrow Agent as an earnest money deposit (the "Deposit"). If the transaction contemplated by this Contract does not close, Escrow Agent must disburse the Deposit to the party entitled to the deposit as provided for in this Contract.

(b) On the Closing Date, as subsequently defined, Purchaser will pay or cause to be paid to Escrow Agent, in escrow, the balance of the Purchase Price subject to all adjustments, credits (whether for the Deposit or otherwise), setoffs, and prorations as provided in this Contract. The Deposit will be applied at Closing (defined below) as a credit against the balance of the Purchase Price due from Purchaser.

3. **Survey and Title Matters.**

(a) **Survey.** Purchaser shall obtain a new survey of the Real Property prepared and sealed, at Purchaser's expense, by a duly licensed land surveyor ("Survey"). The Survey shall meet the 2016 ALTA/NSPS minimum standard detail requirements, shall be certified to the parties and the Escrow Agent and Title Company, and shall show and locate all Exceptions (defined below). The Survey shall also contain a complete and accurate legal description of the

Real Property, and shall show all encroachments, visible easements, wetlands (including acreage calculations of Escambia County wetland delineation per Wetland Sciences, Incorporated, March 2019), and improvements on the Real Property.

(b) Title Commitment. Following the Effective Date, Purchaser shall obtain, (i) a title insurance commitment from Old Republic National Title Insurance Company ("Title Company"), showing the condition of Seller's title to the Real Property (the "Title Commitment"), and (ii) complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (the "Exceptions", and together with the Title Commitment, the "Title Documents").

(c) Objections. Purchaser shall have through the expiration of the Inspection Period (defined below) to examine the Survey and the Title Documents and to provide written objections to Seller of matters set forth in the Survey and/or the Title Documents (the "Objections"). In the event Purchaser gives timely written notice of its Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within five days after receipt of Purchaser's notice of the Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the Objections.

(d) Seller's Election. If Seller elects not to attempt to cure one or more Objections, Purchaser's sole remedy under this Contract shall be to either: (i) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which expressly survive the termination of this Contract); or (ii) waive the Objections and continue the transactions contemplated by this Contract.

(e) Termination. To terminate this Contract pursuant to Section 3(d) of this Contract, Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more Objections. If Purchaser fails to give timely notice of its election to terminate, Purchaser's right to terminate this Contract under Section 3(d) of this Contract shall expire and the Objections shall be deemed to be "Permitted Encumbrances." Moreover, any matter disclosed on the Survey or the Title Commitment to which Purchaser does not timely object or which are approved by Purchaser, and any Objection that is waived or deemed to have been waived by Purchaser, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no Seller Encumbrance (defined below) shall be or be deemed to be a Permitted Encumbrance.

(f) New Objections.

(i) In the event there are any updates or supplements to the Survey or the Title Documents first issued after Purchaser has given Seller written notice of its Objections and before the Closing, then Purchaser may notify Seller in writing of any objections to matters set forth in such an update or supplement (the "New Objections"). Purchaser must notify Seller of the New Objections within five business days after first being made aware of the existence of such matters. In the event Purchaser gives timely written notice of its New Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the New Objections. Within five days after receipt of

Purchaser's notice of the New Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the New Objections.

(ii) If Seller elects not to attempt to cure one or more New Objections, Purchaser's sole remedy under this Contract shall be to either: (A) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be immediately returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which survive the termination of this Contract); or (B) waive the New Objections and continue the transactions contemplated by this Contract.

(iii) To terminate this Contract pursuant to this Section 3(f), Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more New Objections.

(iv) If Purchaser so notifies Seller of any New Objections pursuant to this Section 3(f), the date for Closing shall be automatically extended until the date that is five days after each of Purchaser and Seller is afforded its respective rights as required by the terms of this Section 3(f).

(g) Seller Encumbrances. Notwithstanding any provision in this Contract, all Seller Encumbrances must be satisfied, remedied and/or cured by Seller on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to Seller. As used herein, the term "Seller Encumbrance" shall mean (i) any mortgage, deed of trust, judgment lien, or other monetary lien encumbering the Property, and (ii) any mechanic's, materialmen's or other similar liens, but excluding any such liens caused by Purchaser or Purchaser's Agents.

#### 4. Inspection Period.

(a) Purchaser shall have 60 days from the Effective Date to determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for Purchaser's intended use of the Property (the "Inspection Period"). During the Inspection Period, Purchaser may, at Purchaser's expense, conduct any tests, analyses, surveys, and investigations ("Inspections") that Purchaser deems necessary to determine, to Purchaser's satisfaction and in its discretion, the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; flood zone status; subdivision regulations; soil and grade; availability of access to public roads, and water and other utilities; consistency with local, state, and regional growth management and comprehensive use plans; availability of permits, governmental approvals, and licenses; compliance with Americans with Disabilities Act; absence of asbestos, soil, and groundwater contamination; and any other inspections that Purchaser deems appropriate to determine the suitability of the Property for Purchaser's intended use and development. If the condition of the Property is not satisfactory to Purchaser in Purchaser's sole and exclusive judgment, or if Purchaser determines for any other reason not to purchase the Property, Purchaser will have the right to terminate this Contract by giving Seller written notice of such termination at any time before 5 p.m. CDT of the last day of the Inspection Period. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released

from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(b) If Purchaser terminates this Contract pursuant to this Section 4, Purchaser must pay in full the cost of all inspections, reports, surveys, and tests of any kind resulting from Purchaser's inspection so that no person, firm or entity will have the right to file a lien on the Real Property.

(c) Purchaser agrees to indemnify, defend (by counsel reasonably satisfactory to Seller), save, and hold harmless Seller from and against any and all losses, claims, damages, liabilities, or expenses (including reasonable attorneys' fees and costs through all appellate levels and post-judgment proceedings) related to, growing out of, or arising from the entry on or investigation of the Property by Purchaser. The provisions of this Section 4 will survive Closing or the termination of this Contract but only for a period of six months from Closing or earlier termination of this Contract.

5. Approvals.

(a) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning and/or land use approval from the appropriate governmental authority or authorities, which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Land Use Approvals").

(b) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Other Approvals").

(c) Within seven days following a written request from Purchaser, Seller shall (i) furnish Purchaser all documents and/or information which Purchaser may deem necessary or desirable, or which Purchaser may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Purchaser may deem necessary or desirable, or which Purchaser may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals; and (iii) otherwise use its best, good-faith efforts to assist Purchaser in obtaining the Land Use Approvals and the Other Approvals; provided, that Seller shall not be required to incur any material out-of-pocket cost or expense in connection therewith.

6. Seller's Documents. Seller has delivered before or simultaneously with the execution of this Contract, or will deliver to Purchaser within 10 days from the Effective Date of this Contract, copies



of the following items, which are true, correct, and complete copies of the originals of such items and which have not been amended or modified in any way, except as included in those copies:

(a) Instruments evidencing all existing leases, tenancies, licenses, and other rights of occupancy or use for any portion of the Property;

(b) All engineering, soil, environmental, technical, zoning, access, and similar reports or documents with respect to the Property prepared by or for Seller that are in Seller's possession or control, and all licenses, certificates of occupancy, use permits, and the like issued with respect to the Property or any portion of the Property;

(c) All recorded and unrecorded restrictive covenants, conditions, restrictions, and easements affecting title to or use of the Property; and

(d) All documents in Seller's possession related to any special use, nonconforming use, or zoning variance granted with respect to the Property.

7. **Seller's Representations and Covenants.** To induce Purchaser to enter into this Contract and to purchase the Property, Seller covenants with, and represents to, Purchaser as follows:

(a) During the term of this Contract, Seller will maintain and operate the Property in a manner consistent with Seller's maintenance and operation of the Property preceding the Effective Date, and will not, without the prior written consent of Purchaser in each instance, which consent must not be unreasonably withheld, undertake or commence any material or substantial renovations or alterations to the Property unless necessary to remedy violations, preserve or protect the Property, or comply with any obligation of Seller under the this Contract.

(b) Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order, or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and before the Closing, Seller must promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property.

(c) Seller has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the Property and, to the best of Seller's actual knowledge, information, and belief, without any investigation or due diligence, the Property is not currently under investigation for any such violation.

(d) Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended.

(e) At all times during the term of this Contract and as of the Closing, all of Seller's representations, and covenants in this Contract shall be true and correct.

(f) No representation by Seller contained in this Contract and no statement delivered or information supplied to Purchaser pursuant to this Contract contains any untrue statement of a material fact or omits a material fact necessary to make the statements or information contained in them or in this Contract not misleading.

(g) Seller (i) has full power and authority to enter into this Contract and to consummate the transaction contemplated by this Contract, and (ii) has taken all necessary action or actions to approve the transaction contemplated by this Contract.

8. **Purchaser's Conditions Precedent.**

(a) The following are express conditions precedent to Purchaser's obligation to proceed to Closing:

(i) the truth and correctness of all of Seller's representations and the fulfillment of all of Seller's covenants at all times during the term of this Contract and as of Closing, including, without limitation, the proper execution and delivery of all Seller's closing documents as provided in this Contract;

(ii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to rezone the Real Property to a classification consistent with that of Purchaser's adjacent property (HC/LI) or as such other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to change the Future Land Use classification of the Real Property to a classification consistent with that of Purchaser's adjacent property (MU-U) or as other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iv) The Real Property shall have been legally subdivided from its parent parcel, to the extent required by law;

(v) Purchaser shall have obtained a Phase I Archaeological Survey of the Real Property confirming the absence of potentially significant archeological resources and being otherwise satisfactory to Purchaser in all respects;

(vi) The Florida Department of State Division of Historical Resources shall have provided Purchaser with its express written permission for Purchaser's development of the Property, as required by that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida;

(vii) The satisfaction of all terms, conditions and requirements contained in that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of

Escambia County, Florida, as reasonably necessary to enable Purchaser's use and development of the Property;

(viii) Purchaser shall have obtained such other Land Use Approvals as necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation use and/or occupancy of the Property; and

(ix) there must have been no material change to the Property since the date of this Contract.

(b) For clarification and notwithstanding anything in this Contract to the contrary, Purchaser shall have no obligation to schedule or otherwise proceed to Closing until after each of the forgoing conditions precedent have been fully satisfied or waived in writing, whenever that may be. The failure of a condition precedent to Purchaser's obligation to proceed to Closing will entitle Purchaser to terminate this Contract by giving written notice to Seller. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Purchaser reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to purchase the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Purchaser. No waiver by either party of any breach or default by the other of any provision of this Contract will be deemed or construed to be a waiver of any subsequent or continuing breach or default of the same or any other provision of this Contract; any forbearance by either party from the exercise of a remedy for any such breach or default after notice of it will not be deemed or construed to be a waiver by that party of any of its rights or remedies with respect to the breach or default.

9. **Seller's Condition Precedent.**

(a) The following is an express condition precedent to Seller's obligation to close the transaction contemplated by this Contract: at Closing, pursuant to a separate agreement between Purchaser and Seller, Purchaser will commit to creating 300 jobs. The forgoing agreement shall be in a form satisfactory to Purchaser and be consistent with the terms contained in Purchaser's Non-Binding Letter of Intent dated April 29, 2019.

(b) The failure of Seller's condition precedent to its obligation to proceed to Closing will entitle Seller to terminate this Contract by giving written notice to Purchaser. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Seller reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to sell the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Seller.

10. **Default and Remedies.**

(a) **Purchaser's Default.** If Purchaser defaults in the performance of its obligations under this Contract, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations under this Contract, and fails to cure within 10 days after receipt of written notice from Seller, Seller as Seller's sole and exclusive remedy, will have the right to terminate this Contract by giving notice to Purchaser, in which event Seller will be immediately entitled to receive the Deposit, together with all interest earned on it, as agreed upon liquidated damages and in full settlement of all claims of Seller against Purchaser arising from or related to this Contract. Seller and Purchaser specifically understand and agree that (i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; (ii) the actual damages Seller may suffer if Purchaser defaults are impossible to ascertain precisely and, therefore, the Deposit represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Contract; (iii) the Deposit is intended to fully compensate Seller for entering into this Contract and, therefore, Seller will not be entitled to bring any action at law or in equity against Purchaser for an alleged default under this Contract except such actions as are necessary to obtain the Deposit; and (iv) upon receipt by Seller of the Deposit, this Contract will cease and terminate and be of no further force and effect, and Seller will have no further claims against Purchaser under this Contract, except for any claims under any provisions of this Contract that specifically survive termination of this Contract. Seller hereby expressly waives all rights to seek damages other than the liquidated damages provided for in this Section 10(a).

(b) **Seller's Default.** If Seller defaults in the performance of its obligations under this Contract and Seller fails to cure such default within 10 days of receipt of written notice from Purchaser, Purchaser will have the right to terminate this Contract by giving notice to Seller, in which event the Deposit will be returned to Purchaser together with reimbursement from Seller of Purchaser's reasonable actual documented out-of-pocket expenditures and attorneys' fees incurred by Purchaser after the Effective Date in connection with its investigation of the Real Property and the Land Use Approvals contemplated in Section 5, but in no event shall the reimbursement exceed \$10,000 in the aggregate, and this Contract will be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, and remedies that specifically survive the termination of this Contract. Except for those rights, obligations, and remedies that specifically survive the termination of this Contract, this is the sole and exclusive remedy of Purchaser.

11. **Closing.**

(a) **Closing Date.** Closing of the purchase and sale of the Property (the "Closing") shall occur at Emmanuel, Sheppard and Condon, within 30 days following the later to occur of (i) expiration of the Inspection Period, or (ii) satisfaction or Purchaser's written waiver of each of the conditions precedent outlined in Section 8(a), above (the "Closing Date");

(b) **Seller Closing Documents.** At the Closing, Seller shall deliver to Escrow Agent each of the following items, which must be acceptable to Purchaser, duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Purchaser:

(i) A deed ("Deed") to be prepared by the County Attorney conveying to Purchaser fee simple title to the Real Estate and Improvements, subject to taxes and assessments for the current year and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference shall not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities; and further subject to all notice provisions, covenants, and other duties and obligations contained in the Quit Claim Deed from the United States of America to Escambia County recorded in Official Record Book 8037 at page 1132 of the public records of Escambia County, Florida. Additionally, the Deed shall expressly disclaim and waive any reservation of mineral (and related surface) rights available to Seller under Florida Statutes 270.11 or otherwise;

(ii) Originals or, if appropriate, copies of all Intangible Personal Property, together with an assignment of all Intangible Personal Property;

(iii) Any federal and state tax reporting forms required in connection with the transaction contemplated by this Contract;

(iv) The original, fully-executed minutes from the Escambia County Board of County Commissioners meeting confirming and authorizing the sale of the Property, together with such other documents and approvals as may reasonably be required by the Title Company;

(v) Closing statement prepared by the Escrow Agent and approved by Seller and Purchaser;

(vi) A certificate from Seller dated the date of Closing certifying that all of the representations of Seller set forth in this Contract are true, correct, and complete in all respects at and as of the Closing (subject to those limitations and qualifications stated in this Contract);

(vii) Corrective instruments or other instruments necessary to clear title;

(viii) Actual, exclusive physical possession of the Property;

(ix) All keys and other means of physical access to the Real Property and/or the Improvements; and

(x) Such additional documents as are customarily required of sellers in transactions of this type in Escambia County, Florida, or as reasonably may be necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(c) **Purchaser Closing Documents.** At the Closing, Purchaser shall deliver to Escrow Agent each of the following items duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Seller:

(i) The balance of the Purchase Price as provided in Section 2 of this Contract, subject to prorations provided for in this Contract;

(ii) Closing statement; and

(iii) Such additional documents as are customarily required of purchasers in transactions of this type in Escambia County, Florida, or as may be reasonably necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(d) **Taxes, Fees and Charges.** Taxes, fees and charges will be paid as follows:

(i) Purchaser is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Purchaser at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

(ii) All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Purchaser's proposed construction on, or development of, the Property will be paid solely by Purchaser.

(e) **Closing Costs.** Seller shall pay Seller's attorneys' fees and the cost to cure any Objections it elects to cure pursuant to Section 3. Purchaser shall pay all closing and other costs, including but not limited to Purchaser's attorneys' fees and expenses; all documentary stamp, intangible and other taxes payable in relation to the Deed, all escrow fees, recording fees and closing costs charged by the Title Company, the Title Company's premium for the title policy including all fees and costs for the related Commitment, search, and examination; the cost for any endorsements to the title policy; the cost of any lender's title insurance policy and endorsements; the cost of the Survey; all due diligence costs and expenses; all costs, including documentary stamp, intangible and other taxes, payable in relation to any of Purchaser's financing associated with the transactions contemplated by this Contract.

12. **Risk of Loss.** Seller will bear the risk of loss or damage to, or destruction of, the Property or any portion of the Property from any and all causes whatsoever (collectively, "Damage") up to and including the date and time of the Closing; the doctrine of equitable conversion will not apply to this transaction.

13. **Condemnation.** If, at or before the Closing, the Real Property and/or Improvements or any portion thereof will be condemned or taken pursuant to any power of eminent domain, or if any written notice of any taking or condemnation is issued, or if any proceedings are instituted or threatened by any governmental authority having the power of eminent domain, Seller must promptly give Purchaser written notice of the taking or condemnation, or any pending or threatened proceedings; if the

property condemned constitutes a material part of the Real Property and/or Improvements, as determined by Purchaser in its reasonable judgment, Purchaser will have the right to terminate this Contract by giving Seller written notice to that effect, within 30 days of receipt of Seller's notice, whereupon the Escrow Agent must promptly return the Deposit to Purchaser, and thereafter the parties will have no further obligation or liability under this Contract or with respect to the Property, at law or in equity; or, in the alternative, Purchaser may elect to proceed to Closing with no reduction in the Purchase Price and any condemnation award will be paid over to and will become the sole property of Purchaser. If those awards are not available at Closing, Seller must agree to assign over all such proceeds to Purchaser at Closing.

14. **Brokers.** Seller and Purchaser each represent and warrant to the other that it has not dealt with any broker, sales person, agent, or other intermediary in connection with any of the transactions contemplated by this Contract.

15. **Escrow Agent.**

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Contract and no implied duties or obligations will be read into this Contract against Escrow Agent. Escrow Agent is also the law firm representing Purchaser. In the event of a dispute between the parties, the parties consent to Escrow Agent continuing to represent Purchaser, notwithstanding the fact that it will also have the duties provided for in this Contract.

(b) Escrow Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Contract has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited in escrow, or as to the identity, authority, or right of any person executing the same, and its duties under this Contract will be limited to those provided in this Contract.

(c) If the parties (including Escrow Agent) are in disagreement about the interpretation of this Contract or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but will not be required to, file an action in interpleader to resolve the disagreement.

(d) Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of act or errors of judgment, or for any act or omission of any kind unless caused by its gross negligence or willful misconduct.

16. **Assignability.** Neither party will assign its rights under this Contract without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. No assignment, whether or not permitted under this Section, will relieve the assigning party of its obligations under this Contract.

17. **Radon Notice.** As required by Section 404.056(5), Florida Statutes, the following notification is made regarding radon gas:

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

18. **General Provisions.**

(a) **Notices.** All notices which are required or permitted under this Contract must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) when delivered by personal delivery, (ii) one business day after having been deposited with an expedited, overnight courier service, or (iii) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Purchaser:

Name: Navy Federal Credit Union  
Address: 5550 Heritage Oaks Drive  
Pensacola, FL 32526-7855  
Attention: Kara Cardona, Senior Vice President, Greater Pensacola  
Operations  
Facsimile:  
E-mail: [Kara\\_cardona@navyfederal.org](mailto:Kara_cardona@navyfederal.org)

with copy to:

Name: Navy Federal Credit Union  
Address: 5550 Heritage Oaks Drive  
Pensacola, FL 32526-7855  
Attention: Matt Vinson, Associate General Counsel  
Facsimile:  
E-mail: [Matt\\_Vinson@navyfederal.org](mailto:Matt_Vinson@navyfederal.org)

with copy to:

Name: John W. Monroe  
Address: Emmanuel, Sheppard & Condon  
30 S. Spring Street  
Pensacola, Florida 32502  
Facsimile : 850-434-6162  
E-mail : [jwm@esclaw.com](mailto:jwm@esclaw.com)



If to Seller:

Name: Escambia County  
Address: 221 Palafox Place, Suite 430  
Pensacola, FL 32502  
Attention: Stephen G. West, Senior Assistant County Attorney  
Facsimile: 850-595-4979  
E-mail: [aarogers@co.escambia.fl.us](mailto:aarogers@co.escambia.fl.us), and [sgwest@myescambia.com](mailto:sgwest@myescambia.com)

If to Escrow Agent:

Name: John W. Monroe  
Address: Emmanuel, Sheppard & Condon  
30 S. Spring Street  
Pensacola, Florida 32502  
Facsimile : 850 434-6162  
E-mail : [jwm@esclaw.com](mailto:jwm@esclaw.com)

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 18(a) shall constitute delivery.

(b) **Time of the Essence.** Time is of the essence with respect to each provision of this Contract.

(c) **Integration.** This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

(d) **Captions.** The captions of this Contract are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Contract.

(e) **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, taken together, will be deemed to constitute one agreement.

(f) **Interpretation.** This Contract and the exhibits or addenda to this Contract have been negotiated at arm's length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party will be deemed responsible for the drafting of this Contract.

(g) **Severability.** The unenforceability or invalidity of any one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract.

(h) **Binding Effect.** This Contract will be binding on and will inure to the benefit of the parties and their respective devisees, legal representatives, successors, and permitted assigns.

(i) **Recording.** Neither Purchaser nor Seller will record this Contract or a memorandum of this Contract, and any violation of this Section will be a default under this Contract, except that this provision shall not be construed to preclude the Clerk of Court and Comptroller from recording this Contract in the public records pursuant to her official duties.

(j) **Further Assurances.** Purchaser and Seller each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision will survive Closing and will not merge into the Deed.

(k) **Modification.** This Contract may not be modified orally or in any manner other than by an agreement in writing signed by the parties. Escrow Agent will not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

(l) **Gender and Case.** Wherever in this Contract the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders, and vice versa, as the context will require.

(m) **Time Computation.** Any references in this Contract to time periods of less than six (6) days will, in the computation thereof, exclude Saturdays, Sundays and legal holidays; any time period provided for in this Contract that shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday.

(n) **Exhibit and Section References.** All references in this Contract to exhibits, schedules, paragraphs, subparagraphs, sections, and subsections refer to the respective subdivisions of this Contract unless the reference expressly identifies another document. The exhibits attached to this Contract are made a part of this Contract and incorporated into this Contract by this reference.

(o) **Typewritten or Handwritten Provisions.** Typewritten or handwritten provisions that are inserted in this Contract or attached to this Contract as addenda or riders will control over all printed or pre-typed provisions with which they may conflict.

(p) **Survival.** Unless otherwise expressly provided by this Contract, all covenants, agreements, representations, and warranties of Seller and of Purchaser in this Contract, all remedies related to them, and the provisions of this Section will survive Closing (and will not merge into the Deed) or the termination of this Contract.

(q) **Governing Law.** This Contract and all transactions contemplated by this Contract will be governed by and construed and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of laws.

(r) **Wetlands**. It is Purchaser's intention to preserve and keep the wetlands that exist upon the Real Property in their natural state. Purchaser's existing intention should not be construed as creating a conservation easement or binding agreement or restriction of any kind or nature upon Purchaser or the Real Property.

(s) **Recreational Facilities**. It is Purchaser's intention to use a portion of the Real Property for construction of recreational facilities, the nature and location of which will be in Purchaser's discretion. It is Purchaser's further intention to allow public access to certain portions of the recreational facilities once constructed, as designated by Purchaser in its discretion and subject to Purchaser's reasonable conditions and limitations. Nothing herein shall be construed to create or require a dedication or public easement of any kind or nature relating to the Real Property.

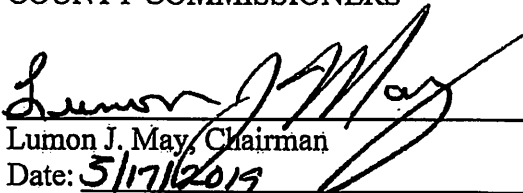
(t) **Waiver of Jury Trial**. Seller and Purchaser mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Contract. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for Purchaser to enter into this Contract.

[Signatures appear on following page.]

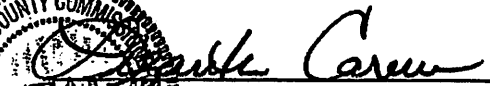
**SELLER:**

**ESCAMBIA COUNTY, FLORIDA** by and through its duly authorized **BOARD OF COUNTY COMMISSIONERS**

ATTEST: Pam Childers  
Clerk of the Circuit Court


  
Lumon J. May, Chairman  
Date: 5/17/2019



  
Sidney Carver  
Deputy Clerk

Approved: May 16, 2019

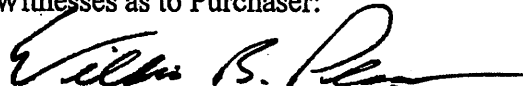
This document approved as to form and legal sufficiency.

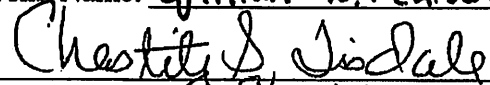
By:   
Title: Asst. County Attorney  
Date: May 16, 2019


**PURCHASER:**

**NAVY FEDERAL CREDIT UNION**

Witnesses as to Purchaser:

  
Print Name: William B. Pearson

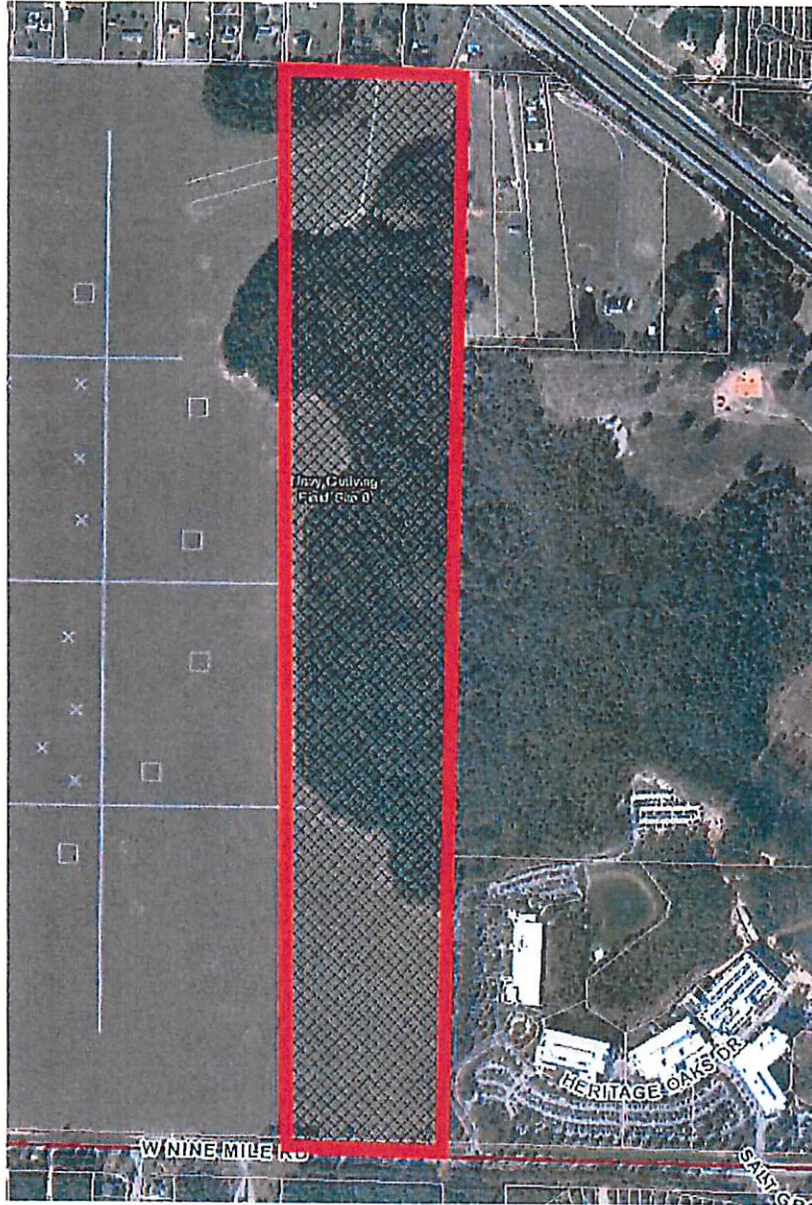
  
Print Name: Chastity S. TISDALE

By:   
Print Name: KARA CARDONA  
As Its: SENIOR VICE PRESIDENT  
Date: May 29, 2019

Contract for Sale and Purchase – signature page

EXHIBIT "A"

REAL PROPERTY



The easternmost approximately 96 acres of the real property conveyed by the United States of America to Seller in that certain Quit Claim Deed dated January 25, 2019 and recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida.

[Legal description to be confirmed by Title Commitment and Survey.]

# EXHIBIT B





**A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 4, T-1-S, R-31-W**

**LEGEND:**

- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement

**SURVEYOR'S NOTES:**

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY

**LEGAL DESCRIPTION:**

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1132 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.69 feet; thence South 86 degrees 33'28" East for a distance of 143.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.95 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1132; thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1132 for a distance of 5213.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1132, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet west of to the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 98.03 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (FB 178, P 60); SURVEYS BY THIS FIRM  
 Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

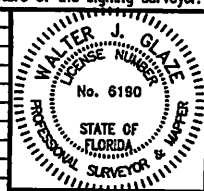
I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes. **LB No. 7078**

David D. Glaze  
 PSM #5605

Walter J. Glaze  
 PSM #6190

File No. A-18284 Drawn By PMJ  
 Job No. 88280-19 Checked By WJG  
 Scale 1" = 600' Elevation Reference \_\_\_\_\_  
 Date of Survey \_\_\_\_\_ FB \_\_\_\_\_ PG \_\_\_\_\_  
 Date of Plat 6-6-2019 FB \_\_\_\_\_ PG \_\_\_\_\_  
 Date of Revision \_\_\_\_\_  
 Ordered By MR. ADAM COBB  
 Encroachments \_\_\_\_\_

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W





**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**INTEROFFICE MEMORANDUM**



**TO: Andrew Holmer, Division Manager  
Development Services Department**

**FROM: Terri V. Malone, AICP, Transportation Planner  
Traffic Operations & Planning Division**

**THRU: David Forte, Division Manager  
Traffic Operations & Planning Division**

**DATE: July 23, 2019**

**RE: Traffic Operations & Planning (TOP) Comments – Z-2019-08**

TOP Staff has reviewed the Rezoning Case Z-2019-08 Frank Reeder Road (None to HC/LI), agenda item for the Planning Board meeting scheduled for August 6, 2019. Please see the below comments.

Frank Reeder Road is two-lane local roadway with no paved shoulders. The roadway is approximately 20 feet wide with limited right-of-way in certain areas. The existing right-of-way for this facility varies from 0 to 18 feet. Frank Reeder Road connects with CR 99 (Beulah Road) and will provide a link to the new I-10 interchange in the Beulah Road vicinity. Frank Reeder Road will also accommodate a portion of traffic from the large-scale adjacent developments including Navy Federal Credit Union and future development within the area of Outlying Field Eight (OLF8). Master planning of the OLF 8 site, procurement of master planner underway, and site planning for this site will help determine the amount of traffic that will need to be accommodated by Frank Reeder Road. The County is aware of the need to eventually improve and increase the capacity on Frank Reeder Road to accommodate the existing and future traffic demands. Future roadway improvements may include, but not limited to, roadway/lane widening, drainage upgrades, right-of-way, bicycle / pedestrian amenities, etc.

Currently, the County does not have any proposed improvement projects scheduled for Frank Reeder Road. Likewise, the Florida Department of Transportation does not have any improvement projects planned or scheduled.

The most recent count on Frank Reeder Road was taken in September of 2018 and the two-way traffic volume was 1,369, which is believed to be slightly over capacity.

TOP's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TOP comments during the Development Review process.

**cc: Horace Jones, Development Services Department Director  
Joy Jones, P.E., Engineering Department Director  
John Fisher, Development Services Department  
Allyson Lindsey, Development Services Department**

**19062121PPB**

07/24/2019 11:34 AM

FRANK REEDER RD

Applicant:

**Project Type**

Type	Fee
Rezoning Request	\$1,084.00
Project Fee	\$333.82
Total	\$1,417.82

**Payments**

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
				Total	\$0.00
				Discount Total	(\$0.00)
				Payment Amount	\$0.00
				Balance Due	\$333.82

***THIS IS NOT A PERMIT.*** This receipt does not authorize you to begin construction of your project.

DEWALL-BROWN JANENE 6255 FRANK REEDER RD PENSACOLA, FL 32526	JARMAN CELENA 10571 BEULAH RD PENSACOLA, FL 32526	SMART LIVING LLC 2101 CLINTON AVE STE 201 HUNTSVILLE, AL 35805
NORRIS CONSTANCE JOHNNELL 10025 BEULAH RD PENSACOLA, FL 32526	VANSTOCKUM THEODORUS J 6585 FRANK REEDER RD PENSACOLA, FL 32526	VAN STOCKUM THEO 6565 FRANK REEDER RD PENSACOLA, FL 32526
VOELTZ REYNOLD A II & NIKKI W 10010 NORIEGA DR PENSACOLA, FL 32514	WILDE MARK R & JACQUELINE B 6511 FRANK REEDER RD PENSACOLA, FL 32526	TAYLOR BUDDY 6501 FRANK REEDER RD PENSACOLA, FL 32526
ROLIN HAYLEIGH M 10290 REBEL RD PENSACOLA, FL 32526	SHEETS LESLIE 6395 FRANK REEDER RD PENSACOLA, FL 32526	REGENA NORENE 6385 FRANK REEDER RD PENSACOLA, FL 32526
BURKETT GARY W 6375 FRANK REEDER RD PENSACOLA, FL 32526	ATKINSON JAMES R & GAYLE G 6361 FRANK REEDER RD PENSACOLA, FL 32526	PUGH MABEL 6355 FRANK REEDER RD PENSACOLA, FL 32526
MOATES GROVER E & ALMA R 6295 FRANK REEDER RD PENSACOLA, FL 32526	GILMORE CRAIG L & PATRICIA A 6285 FRANK REEDER RD PENSACOLA, FL 32526	CURTIS DOUGLAS W & REBECCA C 6275 FRANK REEDER RD PENSACOLA, FL 32526
TINA ALISA 10270 REBEL RD PENSACOLA, FL 32526	ALMA ELIZABETH 6265 FRANK REEDER RD PENSACOLA, FL 32526	MIDDLETON MCKINLEY 10260 REBEL RD PENSACOLA, FL 32526
MARY JEAN 10250 REBEL RD PENSACOLA, FL 32526	LUOMA JON L 10240 REBEL RD PENSACOLA, FL 32526	LA CLAIRE JAMES C JR 10170 REBEL RD PENSACOLA, FL 32526
GRAY WALTER B 6365 FRANK REEDER RD PENSACOLA, FL 32526	WILLIS RICHARD L 8779 L & G LANE MILTON, FL 32583	KAHIAPO DANIEL K SR 10230 REBEL RD PENSACOLA, FL 32526
PORTER ZACHARIAH SCOT 9715 ALOHA LN PENSACOLA, FL 32526	SOTO SANDRA PILCHER 10188 FOXRUN RD PENSACOLA, FL 32514	OSBORNE JOHN R 10215 REBEL RD PENSACOLA, FL 32526

GRAHAM JOSEPHINE T  
10200 REBEL RD  
PENSACOLA, FL 32526

DONNA MARIE  
10145 REBEL RD  
PENSACOLA, FL 32526

CURRAN ASHLEY  
9701 ALOHA LN  
PENSACOLA, FL 32526

DECK FREDERICK H & DELORES E  
10100 REBEL RD  
PENSACOLA, FL 32526

HOUSTON JANIE S  
10020 REBEL RD  
PENSACOLA, FL 32526

BLACKMON OMIGENE  
6560 SUWANEE RD  
PENSACOLA, FL 32526

ENGLISH EDMOND AUBREY JR TRUST  
10005 BEULAH RD  
PENSACOLA, FL 32526

KELLEY SALLY ANN  
9944 REBEL RD  
PENSACOLA, FL 32526

EMERALD BAY LAND COMPANY  
1765 E NINE MILE RD STE 1  
PENSACOLA, FL 32514

DANIEL BARBARA F  
6221 FRANK REEDER RD  
PENSACOLA, FL 32526

JOHNSON CHRISTINE  
10175 REBEL RD  
PENSACOLA, FL 32526

JENNINGS BRIAN KEITH  
10155 REBEL RD  
PENSACOLA, FL 32526

DUNCAN JANICE E  
10125 REBEL RD  
PENSACOLA, FL 32526

STROUD MARCIA JOAN  
10055 REBEL RD  
PENSACOLA, FL 32526

GILLEY MATTHEW  
10043 REBEL RD  
PENSACOLA, FL 32526

ELLINGTON GLORIA A  
9950 REBEL RD  
PENSACOLA, FL 32526

FOWLER MICHAEL G  
9940 REBEL RD  
PENSACOLA, FL 32526

FOR GIBBONS DOROTHY L TRUST  
26 LITTLETON ST  
CANTONMENT, FL 32533

BLANTON ANTHONY A SR  
6558 SUWANEE RD  
PENSACOLA, FL 32526

RAMOS ROMEL B & ANN C  
10020 BEULAH RD  
PENSACOLA, FL 32526

MEREDITH DENISE L  
10195 REBEL RD  
PENSACOLA, FL 32526

RUDOLPH RAYMOND P  
10165 REBEL RD  
PENSACOLA, FL 32526

OLDAKER ROBERT RAY S  
10000 REBEL RD  
PENSACOLA, FL 32526

MILLER BENNIE T & LINDA SUE  
10035 REBEL RD  
PENSACOLA, FL 32526

STROUD MARCIA  
10055 REBEL RD  
PENSACOLA, FL 32526

HARTLEY JULIE D  
6554 SUWANEE RD  
PENSACOLA, FL 32503

KELLEY SALLY A  
9944 REBEL RD  
PENSACOLA, FL 32526

FORTSON KRISTINA S  
9960 REBEL RD  
PENSACOLA, FL 32526

HOUSTON CHRISTOPHER K & JANIE S  
6231 FRANK REEDER RD  
PENSACOLA, FL 32526

PAPA MELQUIADES S JR  
10591 BEULAH RD  
PENSACOLA, FL 32526

BAY TO GULF HOLDINGS LLC  
1406 N DALE MABRY HWY STE 300  
TAMPA, FL 33607

WILLOUGHBY MARY M  
10050 BEULAH RD  
PENSACOLA, FL 32526

ESCAMBIA COUNTY  
221 PALAFOX PL STE 420  
PENSACOLA, FL 32502

GLOVER STEPHANIE M  
10036 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

LEITCH NAOMI J R  
10018 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

TRIMBLE STEPHANIE L  
10000 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

CAREY MELISSA C WOOD  
10007 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

LUA DANA R  
6030 PATCH LN  
PENSACOLA, FL 32526

GREEN ASHLEY  
9994 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

BLACKBERRY RIDGE HOMEOWNERS  
ASSOCIATION INC  
5805 SAUFLEY FIELD RD  
PENSACOLA, FL 32506

SUNDAY COURTNEY D  
10585 BEULAH RD  
PENSACOLA, FL 32526

CAMPBELL ZACHARY S & CECEILIA A  
5965 FRANK REEDER RD  
PENSACOLA, FL 32526

EMERALD COAST UTILITIES AUTHORITY  
PO BOX 17089  
PENSACOLA, FL 32522

WILLIAMS JON P  
10042 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

NEUKIRCH JENNIFER  
10012 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

BROWN PENPIMONE  
51 COHEN WALKER DR APT 1102  
WARNER ROBINS, GA 31088

LOVE FAITH A  
10001 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

MORTON KAREN W  
6024 PATCH LN  
PENSACOLA, FL 32526

HOGEN JOHN  
9988 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

SHADDEN AMANDA RUTH  
10198 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

OWENS ANGELA J  
10581 BEULAH RD  
PENSACOLA, FL 32526

COSENTINO JACEY JEAN  
10070 BEULAH RD  
PENSACOLA, FL 32526

ROLLINS JILL H  
10030 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

LEITCH CALEB S  
10048 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

SMITH TIFFANY R  
10006 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

NGUYEN ANH T  
10013 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

KIDWELL KIMBERLY L  
6036 PATCH LN  
PENSACOLA, FL 32526

OW CONNIE MIO IN  
6018 PATCH LN  
PENSACOLA, FL 32526

CHAU LUONG & PHUONG  
9982 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

BAILEY SELENA  
10192 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

MOREO JEREMY P  
10186 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

KNIGHT CLARA R TORRES  
10168 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

HILL MILTON N  
9983 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

HUANG CATHERINE KA MUM  
6012 PATCH LN  
PENSACOLA, FL 32526

SPEIDEL MICHELE L  
10066 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

LE SANG NGOC  
10084 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

GRIMSLEY PATE DIANE L  
10102 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

MYERS ANITA D TRUSTEES FOR MYERS  
LIVING TRUST  
10120 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

WILMOT TSUYAKO  
10138 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

TUBERVILLE SAMANTHA JADE  
10156 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

GREEN DAVID  
10180 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

PORTHOUSE SEAN P  
9995 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

TURNER DARYL A & DEBORAH  
6000 PATCH LN  
PENSACOLA, FL 32526

MARTIN SHARON A  
10054 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

YI JAMISON  
10072 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

SWINDLE EUGENE D & ELIZABETH L  
10090 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

STEVENS DEBORA  
10108 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

KLAWITTER JENNIFER  
10126 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

WILLIAMS RACHEL M  
10144 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

VANDERHADEN CRISTINA M  
10162 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

MARTIN ELIZABETH A  
10174 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

GUPTA VEENA  
9989 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

BRUMFIELD JANET L  
6006 PATCH LN  
PENSACOLA, FL 32526

QUINN JENNIFER D  
10060 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

PHILLIPS TODD J  
10078 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

BATES HEATHER NICOLE  
10096 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

LEGASSEY CARL D II & TAMMY M  
10114 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

FAUCETT HOLLIS B JR & MARY  
10132 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

GORNALL ANDREA M  
10150 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

TAYLOR FRANCES M  
6037 PATCH LN  
PENSACOLA, FL 32526

SMITH NATSUKO  
PSC 76 # 6103  
APO, AP 96319

DAVIS LALITA  
6013 PATCH LN  
PENSACOLA, FL 32503

DONNEY DANIELA ANGELICA  
10089 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

HENDRICKS QWAYTISHA Q  
10107 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

SETTLE BRANDON M  
332 CALLE LA GUERRA UNIT C  
CAMARILLO, CA 93010

SHELBY JANET N  
9935 BEULAH RD  
PENSACOLA, FL 32526

WRIGHT PEGGY A  
9870 REBEL RD  
PENSACOLA, FL 32526

VARTKO CHRISTINE M  
16 1ST ST  
BEACON FALLS, CT 6403

MCCOY SANDRA D  
9875 BEULAH RD  
PENSACOLA, FL 32526

MERRITT JAMES H & SUSAN C  
6448 MEADOW FIELD CIR  
PENSACOLA, FL 32526

CHRISTINE CHRISTINA M  
6025 PATCH LANE  
PENSACOLA, FL 32526

TOY JESSICA J  
6007 PATCH LN  
PENSACOLA, FL 32526

MOORE JUSTIN S  
10095 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

MORTON DIANA  
10113 CASTLEBERRY  
PENSACOLA, FL 32526

BONDS CHARLES G JR  
9904 REBEL RD  
PENSACOLA, FL 32526

COBB MARSHA  
9929 BEULAH RD  
PENSACOLA, FL 32526

WHITTEN WALTER L  
8605 EIGHT MILE CREEK RD  
PENSACOLA, FL 32526-8761

MULDER PATRICIA J  
9920 REBEL RD  
PENSACOLA, FL 32526

HELEN JANET  
6452 MEADOW FIELD CIR  
PENSACOLA, FL 32526

WEAVER JACK G JR  
1825 KINGSFIELD RD  
CANTONMENT, FL 32533

LAWRENCE MARTEZ S  
6019 PATCH LANE  
PENSACOLA, FL 32526

SOLES SHIRLEY A  
PO BOX 1002  
PENSACOLA, FL 32591

FOSTER VICTORIA A  
10101 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

LIN LING C  
10119 CASTLEBERRY BLVD  
PENSACOLA, FL 32526

WINDY HILL BAPTIST CHURCH INC  
9896 REBEL RD  
PENSACOLA, FL 32526

CURTIS BILLY W & BONNIE S  
9880 N REBEL RD  
PENSACOLA, FL 32526

LEDGESTONE DEVELOPERS LLC  
8608 EIGHT MILE CREEK RD  
PENSACOLA, FL 32526

COBB MARY LOU  
7092 WOODSIDE RD  
PENSACOLA, FL 32526

COURSEY JACK K & KATHY JEAN  
6450 MEADOW FIELD CIR  
PENSACOLA, FL 32526

BARNETTE BILLY F & TERESSA L  
6444 MEADOW FIELD CIR  
PENSACOLA, FL 32526

JOHNSON KENNETH R & APRIL L  
6442 MEADOW FIELD CIR  
PENSACOLA, FL 32526

RIVERS SAMUEL M JR  
5589 ALLIE RAE ST  
MILTON, FL 32570

ANDREWS CHRISTOPHER SCOTT  
500 W GOVERNMENT ST  
PENSACOLA, FL 32502

YORK JANET LONG  
6434 MEADOW FIELD CIR  
PENSACOLA, FL 32526

SMITH CLARENCE S  
6432 MEADOW FIELD CIR  
PENSACOLA, FL 32526

JENNETTE PETER M & JENNETTE  
ANGELA R  
6455 MEADOW FIELD CIR  
PENSACOLA, FL 32526

QUINTILIANI CHRISTOPHER A  
6453 MEADOW FIELD CIR  
PENSACOLA, FL 32526

MCCRANIE JOANN  
6451 MEADOW FIELD CIR  
PENSACOLA, FL 32526

STEWART TULLOS M  
6449 MEADOW FIELD CIR  
PENSACOLA, FL 32526

BLACKMON PHILLIP L & MARY D  
6447 MEADOW FIELD CIR  
PENSACOLA, FL 32526

DELTA MAX INC  
6445 MEADOW FIELD CIR  
PENSACOLA, FL 32526

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\*  
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\* . \* \*

FOR BAKER CATHERINE A TRUST 1/2  
INT  
6441 MEADOW FIELD CIR  
PENSACOLA, FL 32526

KEENAN TIMOTHY  
6439 MEADOW FIELD CIR  
PENSACOLA, FL 32526

CAMPBELL THOMAS G  
6433 MEADOW FIELD CIR  
PENSACOLA, FL 32526

JOYNER RONALD  
2742 ASHBURY LN  
CANTONMENT, FL 32533

MADDEN DAPHNE I  
6428 MEADOW FIELD CIR  
PENSACOLA, FL 32526

SINGLETON RITA D ARRANT  
6400 MEADOW FIELD CIR  
PENSACOLA, FL 32526

BLACKBURN LILY A  
6402 MEADOW FIELD CIR  
PENSACOLA, FL 32526

FARRINGTON RACHEAL A  
6404 MEADOW FIELD CIR  
PENSACOLA, FL 32526

THOMAS JAMES L  
6406 MEADOW FIELD CIR  
PENSACOLA, FL 32526

CARRINGTON MORTGAGE SERVICES  
LLC  
1600 SOUTH DOUGLASS RD STE 200-A  
ANAHEIM, CA 92806

STEPHANY KRISTIN S REVOCABLE  
TRUST  
1910 ILLION ST  
SAN DIEGO, CA 92110

BEASLEY KENNETH D & MARTHA G  
6414 MEADOWFIELD CIR  
PENSACOLA, FL 32526

FINNEY JOANN  
6416 MEADOW FIELD CIR  
PENSACOLA, FL 32526

BLANCHETTE SERGE R  
6426 MEADOW FIELD CIR  
PENSACOLA, FL 32526

MONTGOMERY CHRYSTAL K  
9975 BEULAH RD  
PENSACOLA, FL 32526

WALKER MARY ANN  
6401 MEADOW FIELD RD  
PENSACOLA, FL 32526

RICKARD ISABELL V  
6403 MEADOW FIELD CR  
PENSACOLA, FL 32526

SNIPES CHRISTOPHER A  
6405 MEADOW FIELD CIR  
PENSACOLA, FL 32526



RICH TASHALA 4147 ERRESS BLVD PENSACOLA, FL 32505	REEVES 9814 REBEL RD PENSACOLA, FL 32526	ANDREWS DOUGLAS C 1/3 INT 6411 MEADOW FIELD CIR PENSACOLA, FL 32526
DOWNING SANDRA L 6413 MEADOW FIELD CIR PENSACOLA, FL 32526	SMITH LINDA JOHNSON 6415 MEADOW FIELD CIR PENSACOLA, FL 32526	WILLIAMS RONALD J 6417 MEADOW FIELD CIR PENSACOLA, FL 32526
SHAW NANCY L 6419 MEADOW FIELD CIR PENSACOLA, FL 32526-9143	FERGUSON CARL L III 9965 BEULAH RD PENSACOLA, FL 32526	SACRED HEART HEALTH SYSTEM INC 5151 N 9TH AVE PENSACOLA, FL 32504
LITTLE BRENDA G 9895 BEULAH RD PENSACOLA, FL 32526	STEPHERSON PATRICIA 6436 MEADOW FIELD CIR PENSACOLA, FL 32526	BARDIN JOHN D & MARLENE M 6454 MEADOW FIELD CIR PENSACOLA, FL 32526
CHRISTENSON JOHN K & KATE E 6422 MEADOW FIELD CIR PENSACOLA, FL 32526	JOHNSON JEAN LUNDY 1/ 2 INT 886 WHISPERING OAK DR PRESCOTT, AZ 86301-4351	FORESTAR USA REAL ESTATE GROUP INC STE 500 6300 BEE CAVE RD
BARNES SARAH R TRUST 6737 WONDER LAKE RD PENSACOLA, FL 32526	MARSHALL SHARON L 6720 WONDERLAKE RD PENSACOLA, FL 32526	ALIGOOD JONATHAN KEITH 1/2 INT 6690 WONDERLAKE RD PENSACOLA, FL 32526
BLACKWELL THERESA L 9535 TOWER RIDGE RD PENSACOLA, FL 32526	SELLARS MARY 6630 WONDERLAKE RD PENSACOLA, FL 32526	STEFANKO JACOB 10031 OAK HAVEN RD PENSACOLA, FL 32526
BARBARA ANN 10041 OAK HAVEN RD PENSACOLA, FL 32526-4144	MCGUIGAN HUGH A & MARSHA H 6520 TOETUCK DR PENSACOLA, FL 32526	CARLILES JEWELL 1300 S HWY 29 CANTONMENT, FL 32533
COE HENRY W JR 10021 OAK HAVEN RD PENSACOLA, FL 32526	STEELE ROCKY B & JANICE H 6530 TOETUCK DR PENSACOLA, FL 32526	FOSHEE CHRISTOPHER S 6500 TOE TUCK DR PENSACOLA, FL 32526
BRAY WILLIAM H 6510 TOETUCK DR PENSACOLA, FL 32526	LOUPE LYN D 7860 HIDALGO ST PENSACOLA, FL 32526	KING ANN 6850 PINE FOREST RD PENSACOLA, FL 32526

BRADLEY GREGORY M & DEBORAH A  
6525 TOETUCK DR  
PENSACOLA, FL 32526

NELSON CATHY JO  
6501 TOE TUCK DR  
PENSACOLA, FL 32526

MATHER CYNTHIA A  
8640 KLONDIKE RD  
PENSACOLA, FL 32526

BENNETT JEFFERY R  
2519 LONGLEAF DR  
PENSACOLA, FL 32526

HADDEN VICTORIA L  
9960 OAK HAVEN RD  
PENSACOLA, FL 32526

DEAN JAMES A  
6669 WONDERLAKE DR  
PENSACOLA, FL 32526

JOHNSON RICKY D & LINDA L  
6661 WONDERLAKE RD  
PENSACOLA, FL 32526

DEAN HAROLD & M ANN  
6631 WONDERLAKE RD  
PENSACOLA, FL 32526

HUNTER PATSY C  
9927 OAK HAVEN RD  
PENSACOLA, FL 32526

LALAS REBECCA D  
9940 OAK HAVEN DR  
PENSACOLA, FL 32526

BERUBE DENNIS R & MARILYN A  
24 HANS ST  
CRANSTON, RI 2910

HAWTHORNE ANTHONY M & LINDA S  
9980 OAK HAVEN RD  
PENSACOLA, FL 32526

COUTURE REGINA  
9951 LYNNDAL DR  
PENSACOLA, FL 32526

JORDAN STEPHEN J & SALLY A  
6721 WONDERLAKE RD  
PENSACOLA, FL 32526

JORDAN SALLY A  
6721 WONDERLAKE RD  
PENSACOLA, FL 32526

HURSTON ANGELA D  
6665 WONDERLAKE RD  
PENSACOLA, FL 32526

KUKES MICHAEL C  
12937 ISLAND SPIRIT DR  
PENSACOLA, FL 32506

HUFF CHARLOTTE J  
6621 WONDER LAKE RD  
PENSACOLA, FL 32526

HILLIARD LEAH MICHELLE  
9950 OAK HAVEN RD  
PENSACOLA, FL 32526

KING LONNIE CONSTRUCTION CO  
6848 PINE FOREST RD  
PENSACOLA, FL 32526

MURPHY KRISTIANA D  
6511 TOETUCK DR  
PENSACOLA, FL 32526

BRYANT NIKKI D  
9981 OAK HAVEN DR  
PENSACOLA, FL 32526

JOHNSON BETTY B  
9965 LYNNDAL DR  
PENSACOLA, FL 32526

PETERSON JENNIFER LYNN  
9961 LYNNDAL DR  
PENSACOLA, FL 32526

PEARSON SUSAN  
6671 WONDERLAKE RD  
PENSACOLA, FL 32526

REYES ROGER D  
9814 REBEL RD  
PENSACOLA, FL 32526

COTNER DAVID A  
6641 WONDERLAKE RD  
PENSACOLA, FL 32526

DEWEY LADONNA  
6611 WONDERLAKE RD  
PENSACOLA, FL 32526

COUTURE MICHAEL P & REGINA D  
9951 LYNNDAL DR  
PENSACOLA, FL 32526

HUNTER AGNES B  
9925 OAK HAVEN RD  
PENSACOLA, FL 32526

SMITH JAMES M 9941 LYNNDAL RD PENSACOLA, FL 32526	BEARD BEVERLY H 9930 OAK HAVEN RD PENSACOLA, FL 32526	EDWARDS SHERWOOD S 9931 LYNNDAL DR PENSACOLA, FL 32526
HARVEY MARESHA F JOINT REVOCABLE TRUST 8351 RANGER DR PENSACOLA, FL 32534	MAYBERRY KELI H 6626 FRANK REEDER RD PENSACOLA, FL 32526	WATSON SUSAN R 6514 FRANK REEDER RD PENSACOLA, FL 32526
KERCHER MARY KAY 6512 FRANK REEDER RD PENSACOLA, FL 32514	COLLINS ILSI 9920 OAK HAVEN RD PENSACOLA, FL 32526	ROBERTSON ROBBY L & ANGELA M 6504 FRANK REEDER RD PENSACOLA, FL 32526
FILSOA JUSTIN 852 ALDERWOOD WAY SARASOTA, FL 34243	KROLL CRYSTAL 6496 FRANK REEDER RD PENSACOLA, FL 32526	WILSON RUSSELL A & NANCY M 6480 FRANK REEDER RD PENSACOLA, FL 32526
ARCHER RODNEY & BEVERLY 6390 FRANK REEDER RD PENSACOLA, FL 32526	COBB DAVID 1/8 INT 7830 PINE FOREST ROAD APT B1 PENSACOLA, FL 32526	BLONDIA PHILLIP J 9910 OAK HAVEN DR PENSACOLA, FL 32526
KING LONNIE J L W & T TRUST 01-10-2006 6848 PINE FOREST RD PENSACOLA, FL 32526	RODRIQUE CINDY 6430 FRANK REEDER RD PENSACOLA, FL 32526	DISHER CHRISTINA V 6420 FRANK REEDER RD PENSACOLA, FL 32526
MEADOR HARRY K JR 6400 FRANK REEDER RD PENSACOLA, FL 32526	WOOD JOEY M & DEBRA R 6360 FRANK REEDER RD PENSACOLA, FL 32526	ANN 9990 OAK HAVEN RD PENSACOLA, FL 32526
JOHNSTON DIANE J 9990 LYNNDAL DR PENSACOLA, FL 32526	BLACKMON CHRISTIN 9980 LYNNDAL DR PENSACOLA, FL 32526	YATES ROY S 9970 LYNNDAL DR PENSACOLA, FL 32526
ROGGEVEEN PHILIP 1816 TULLY RD # 280 SAN JOSE, CA 95122	COUTURE JOSHUA 9930 LYNNDAL DR PENSACOLA, FL 32526	ELLISON GARRY T 2200 W KINGSFIELD RD CANTONMENT, FL 32533
MCLEOD MASON M & SHERRY 6350 FRANK REEDER RD PENSACOLA, FL 32526	HUNTER JUDITH 9944 ELERAL DR PENSACOLA, FL 32526	BRIGGS APRIL L 9949 ELERAL DR PENSACOLA, FL 32526

PUSATERI MELISSA M 9941 ELERAL DR PENSACOLA, FL 32526	PINNEY SAMANTHA 9940 ELERAL DR PENSACOLA, FL 32526	MUNGALL MARY L 9936 ELERAL DR PENSACOLA, FL 32526
ORREN MARGARET E 9937 ELERAL DR PENSACOLA, FL 32526	ADAMS LAURIE R 9933 ELERAL DR PENSACOLA, FL 32526	KELLY LINDA L 9932 ELERAL DR PENSACOLA, FL 32526
JACKSON MARY T 9928 ELERAL DR PENSACOLA, FL 32526	LAMBETH JASON & STACY L 9929 ELERAL DR PENSACOLA, FL 32526	ZUKOSKI MICHAEL S 9924 ELERAL DR PENSACOLA, FL 32526
MURPHY JOANN E 9925 ELERAL DR PENSACOLA, FL 32526	MONDI LESLIE E 9920 ELERAL DR PENSACOLA, FL 32526	RIVERS MICHAEL D & 9921 ELERAL DR PENSACOLA, FL 32526
HECKMAN HEATHER RHEA 9917 ELERAL DR PENSACOLA, FL 32526	WALLACH DOC REVOCABLE LIVING TRUST 9916 ELERAL DR PENSACOLA, FL 32526	CONNELL MELISSA D 9912 ELERAL DR PENSACOLA, FL 32526
DAVIS MAUREEN 9913 ELERAL DR PENSACOLA, FL 32526	RUMMEL MARK E 1884 ABBOTSBURY WAY VIRGINIA BEACH, VA 23453-7041	GRAHAM HELEN M 9909 ELERAL DR PENSACOLA, FL 32526
BRILL JANET 154 ETHEL WINGATE DR #706 PENSACOLA, FL 32507	HO MINH V & THU NGUYEN 9905 ELERAL DR PENSACOLA, FL 32526	JOHNSTON DARREL 9900 ELERAL DR PENSACOLA, FL 32526
ECHOLS ANGELA 2119 LIBERTY LOOP RD CANTONMENT, FL 32533	ELERAL ESTATES HOMEOWNERS ASSOCIATION 2755 FENWICK RD PENSACOLA, FL 32526	MCCOY MALCOLM S 7641 RANDWICK RD PENSACOLA, FL 32514
RHYNE MARCELLA 9981 JAY RD PENSACOLA, FL 32526	THOMPSON DARWYN E 5460 FRANK REEDER RD PENSACOLA, FL 32526	RHYNE RICHARD T & MARCELLA A 9981 JAY RD PENSACOLA, FL 32526
COBB TIMOTHY A & KATHY M 9971 JAY RD PENSACOLA, FL 32526	VELMA JOYCE 5984 HUNTINGTON CREEK BLVD PENSACOLA, FL 32526	JACKSON LES B 10670 BEULAH RD PENSACOLA, FL 32526

HART TERESA KAREN 9961 JAY RD PENSACOLA, FL 32526	WORLEY GREGORY K & PEGGY D 9960 JAY RD PENSACOLA, FL 32526	WORLEY GREGORY K 9960 JAY RD PENSACOLA, FL 32526
CRENSHAW WILLIAM H 10650 BEULAH RD PENSACOLA, FL 32526	GHIGLIOTTY RICHARD D & CAROLYN E 10640 BEULAH RD PENSACOLA, FL 32526	CHURUKIAN MICHELLE DENAE 9941 JAY RD PENSACOLA, FL 32526
BURNS STEVEN RALDOPH 7209 WOODSIDE RD PENSACOLA, FL 32526	WEIDERT PAMELA 10630 BEULAH ROAD PENSACOLA, FL 32526	BURNS STEVEN RANDOLPH 7209 WOODSIDE RD PENSACOLA, FL 32526
SCHULTZ HERMAN RICHARD 10615 BEULAH RD PENSACOLA, FL 32526	HOLLAND CHESTER C SR 5950 FRANK REEDER RD PENSACOLA, FL 32526	POWELL LELA B 5960 FRANK REEDER RD PENSACOLA, FL 32526
ALLRED ROBERT L 9921 JAY RD PENSACOLA, FL 32526	WHEELIS DAVID W 9990 JAY RD PENSACOLA, FL 32526-9803	DUKES STEVE R & PATRICIA Y 9996 JAY RD PENSACOLA, FL 32526
DUKES JUSTIN C 9994 JAY RD PENSACOLA, FL 32526	NIELSEN VIRGINIA W 10620 BEULAH RD PENSACOLA, FL 32526	GALLINGER DIANNE FLORENCE BARRETTO 9911 JAY RD PENSACOLA, FL 32526
POWIS EDWIN W & MARIAN K 127 HIGHWAY 22 E APT E11 MADISONVILLE, LA 70447	HOMES FOR OUR TROOPS INC 6 MAIN ST TAUNTON, MA 2780	SHELBY SHIRLEY B 9945 BEULAH RD PENSACOLA, FL 32526
SHELBY JAMES K & TAMI 9945 BEULAH RD LT 1 PENSACOLA, FL 32506	MATHEWS LESLIE A 5926 ARCH AVE PENSACOLA, FL 32526	EVANS EARL 5921 ARCH AVE PENSACOLA, FL 32526
JOHNSON BRITAN 5922 ARCH AVE PENSACOLA, FL 32526	SANDERS PAULETTE A 5917 ARCH AVE PENSACOLA, FL 32526	BURKE MICHELLE 5901 ARCH AVE PENSACOLA, FL 32526
THORSEN RESA D 5909 ARCH AVE PENSACOLA, FL 32526-3232	SAEVA MELANIE J 5853 ARCH AVE PENSACOLA, FL 32526	KEMP ANNEGRET H 5905 ARCH AVE PENSACOLA, FL 32526

FOR TRENT TRUST  
5856 ARCH AVE  
PENSACOLA, FL 32526

PALMER SAMERIA S  
5860 ARCH AVE  
PENSACOLA, FL 32526

CAYTON TIFFANY E  
5900 ARCH AVE  
PENSACOLA, FL 32526

LAMB BARBARA CAROL  
5865 ARCH AVE  
PENSACOLA, FL 32526

MATTHEWS SUSAN R  
5869 ARCH AVE  
PENSACOLA, FL 32526

ALLEN AGNES L  
5881 ARCH AVE  
PENSACOLA, FL 32526

KEYSTONE HOMEOWNERS  
ASSOCIATION  
4400 BAYOU BLVD #583  
PENSACOLA, FL 32503

STACEY VICTORIA  
6351 CATTLE DR  
PENSACOLA, FL 32526

ROWE SAMMY L  
6363 CATTLE DR  
PENSACOLA, FL 32526

MONTGOMERY BENJAMIN FRANKLIN  
III  
6375 CATTLE DR  
PENSACOLA, FL 32526

GILLETTE KRISTIN P  
5904 ARCH AVE  
PENSACOLA, FL 32526

BURKE C MICHELLE  
5901 ARCH AVE  
PENSACOLA, FL 32526

KEYS FAMILY REVOCABLE LIVING  
TRUST  
5864 ARCH AVE  
PENSACOLA, FL 32526

NORTON CHRISTOPHER MICHAEL  
5894 ARCH AVE  
PENSACOLA, FL 32526

MOUSAW JOANN OLESAK  
5889 ARCH AVE  
PENSACOLA, FL 32526

KEEN CHERYL LYNN  
5877 ARCH AVE  
PENSACOLA, FL 32526

DR HORTON INC  
25366 PROFIT DRIVE  
DAPHNE, AL 36526

VILLORDO JHEYMI  
6355 CATTLE DR  
PENSACOLA, FL 32526

JARRELL MEI  
3168 BYRON PL  
CANTONMENT, FL 32533

SAMEK RICHARD  
PSC 474 BOX 7304  
FPO, AP 96351

WENTZ VENETA A  
5857 ARCH AVE  
PENSACOLA, FL 32526

HUDSON KRISTINA LEE  
5861 ARCH AVE  
PENSACOLA, FL 32526

THOMPSON SHERRY F  
5897 ARCH AVENUE  
PENSACOLA, FL 32526

SCOTT YVONNE  
5893 ARCH AVE  
PENSACOLA, FL 32526

SIMMONS GINA A  
5885 ARCH AVE  
PENSACOLA, FL 32526

RILEY MICHELLE L  
5873 ARCH AVE  
PENSACOLA, FL 32506

RANKINS SHIRLEY ANN  
1033 S FORT HOOD ST STE 200  
KILLEEN, TX 76541

ROGERS JEREMY D  
6359 CATTLE DR  
PENSACOLA, FL 32526

BARTH KRISTINA BRADLEY  
6371 CATTLE DR  
PENSACOLA, FL 32526

WARD KIMBERLY  
6383 CATTLE DR  
PENSACOLA, FL 32526

KAM ALEJANDRA BASA  
6387 CATTLE DR  
PENSACOLA, FL 32526

SIMPSON GERALD E  
6350 CATTLE DR  
PENSACOLA, FL 32526

SARDAR JAZMIN  
6366 CATTLE DR  
PENSACOLA, FL 32526

HUTTO STEPHANIE R  
6378 CATTLE DR  
PENSACOLA, FL 32526

HAMILTON PIERCE  
6390 CATTLE DR  
PENSACOLA, FL 32526

FORAGE ESTATES HOMEOWNERS  
ASSOCIATION INC  
2655 BARRINEAU PARK RD  
MOLINO, FL 32577

MCARTHUR ANNA LOUISE  
9960 LYNDAL DR  
PENSACOLA, FL 32526

KAHIAPO DANIEL K JR  
10234 REBEL RD  
PENSACOLA, FL 32526

RAMOS ANN C  
10020 BEULAH RD  
PENSACOLA, FL 32526

LOTT DAVID A & LETITIA DECK  
10075 REBEL RD  
PENSACOLA, FL 32526

POHLMANN ADDISON R  
6391 CATTLE DR  
PENSACOLA, FL 32526

HUGHES BONNIE F  
6358 CATTLE DR  
PENSACOLA, FL 32526

CASEY RITA C  
6370 CATTLE DR  
PENSACOLA, FL 32526

GEISERT BARBARA J  
6382 CATTLE DR  
PENSACOLA, FL 32526

JONES DEANA W  
6394 CATTLE DR  
PENSACOLA, FL 32526

BROWN ANN C  
10020 BEULAH RD  
PENSACOLA, FL 32526

O BRIEN EMMA JEAN  
6710 WONDERLAKE RD  
PENSACOLA, FL 32526

VARVOURIS AMANDA  
1754 FAIRCHILD ST  
PENSACOLA, FL 32504

MOORE BETTYE J  
PO BOX 131  
UNADILLA, NY 13849

RUTLEDGE SHELLY JEANENE  
9965 REBEL RD  
PENSACOLA, FL 32526

DUFFARD KIMBERLY A  
6395 CATTLE DR  
CANTONMENT, FL 32533

HALL JENNIFER LEIGH  
6362 CATTLE DR  
PENSACOLA, FL 32526

MAKKERS DAVID  
6374 CATTLE DR  
PENSACOLA, FL 32526

SCHMIDT ERIC W  
6386 CATTLE DR  
PENSACOLA, FL 32526

CHABANIK MARIE ARLENE  
6398 CATTLE DR  
PENSACOLA, FL 32526

SCHULTZ OLIN S & JULIA B  
6230 FRANK REEDER RD  
PENSACOLA, FL 32526

HENNESSEY SUSAN  
9710 ALOHA LANE  
PENSACOLA, FL 32526

WRIGHT ANGELA L  
9874 REBEL RD  
PENSACOLA, FL 32526

HALL BILLY J  
9985 REBEL RD  
PENSACOLA, FL 32526

BOARD OF COUNTY COMMISSIONERS  
221 PALAFOX PL STE 420  
PENSACOLA, FL 32502

BROOKS CHASITY ANN  
6511 SUWANEE RD  
PENSACOLA, FL 32526

MOORE DELL S  
7384 SHELBY LN  
PENSACOLA, FL 32526

MOORE MICHAEL D JR  
9885 REBEL RD  
PENSACOLA, FL 32526

OLDE CITY DEVELOPERS LLC  
212 W INTENDENCIA ST  
PENSACOLA, FL 32502

D R HORTON INC  
25366 PROFIT DR  
DAPHNE, AL 36526

FLYNN DONNA N  
7712 LAKESIDE DR  
MILTON, FL 32583

RETTEW SHIRLEY B  
10035 BEULAH RD  
PENSACOLA, FL 32526

BRAZWELL BILLY JOHN  
9995 BEULAH RD  
PENSACOLA, FL 32526

BRAZWELL BEATRICE  
9995 BEULAH RD  
PENSACOLA, FL 32526

DUBOSE ELEANOR JEANETTE SCHULTZ  
20425 DONOVAN DR  
SEMINOLE, AL 36574

GRIDER CLINTON J 50% INT  
6363 TISDALE LN  
PENSACOLA, FL 32526



**Planning Board-Rezoning**

**6. B.**

**Meeting Date:** 08/06/2019

**CASE :** Z-2019-09

**APPLICANT:** Tom Hammond, Agent for Randall Builders Group, LLC, Owner

**ADDRESS:** 10307 Tanton Rd

**PROPERTY REF. NO.:** 29-2S-31-2101-001-001

**FUTURE LAND USE:** MU-S, Mixed Use Suburban

**DISTRICT:** 1

**OVERLAY DISTRICT:** N/A

**BCC MEETING DATE:** 09/05/2019

**SUBMISSION DATA:**

**REQUESTED REZONING:**

**FROM:** MDR, Medium Density Residential district (10 du/acre) and  
LDR, Low Density Residential district (four du/acre)

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

**RELEVANT AUTHORITY:**

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

**APPROVAL CONDITIONS**

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

**Consistent with Comprehensive Plan**

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

**CPP FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services,

Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

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

## **FINDINGS**

The proposed amendment to MDR is consistent with the intent and purpose of Future Land Use category MU-S. As stated in CPP FLU 1.3.1. , Mixed -Use Suburban allows for a mix of residential and non-residential uses. The property has access to existing infrastructure and roads.

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

#### **Consistent with The Land Development Code**

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

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

**(a) Purpose.** The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district.

#### **Sec. 3-2.7 MDR, Medium Density Residential.**

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

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

##### **(1) Residential.**

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

**b.** Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only

on land zoned R-3 or V-4 prior to adoption of MDR zoning.

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

See also conditional uses in this district.

(2) **Retail sales.** No retail sales.

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

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

(5) **Recreation and entertainment.**

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

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

(7) **Agricultural and related.** Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

See also conditional uses in this district.

## **FINDINGS**

The proposed amendment to MDR is **consistent** with the intent and purpose of the Land Development Code. The applicant is requesting the MDR zoning designation for this 4.5± acres parcel that is currently split zoned LDR/MDR. The majority of the parcel is zoned LDR, which provides a limited range of uses and intensities that are included within the allowances of the requested MDR zoning district. A review of the current zoning map, as it relates to the parcel in question, shows that the property is surrounded by LDR and MDR zoning. MDR would allow for 10 dwelling units per acre versus LDR's four dwellings per acre and a lot width difference of 50 feet for MDR versus 60 feet for LDR. MDR zoning will only allow for single family dwellings to be constructed no apartments or commercial uses would be allowed. MDR zoning is the most compatible up zoning change for any existing LDR property.

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

### **Compatible with surrounding uses**

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

## **FINDINGS**

The proposed amendment is compatible with surrounding existing uses in the area. Within the 500' mailing radius, staff observed properties with zoning districts LDR, MDR, HDMU and Commercial. Nearby land uses are single family residential, a mobile home park and Blue Angels Elementary, all with similar densities and intensities, making the proposed development consistent with surrounding uses.

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

**Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

**As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or “spot” zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

**FINDINGS**

Staff determines that the granting the rezoning request from LDR/MDR to MDR would not be considered or reinforce spot zoning as defined in the LDC. The adjacent and nearby properties are zoned LDR and MDR which would be consistent with the request for MDR zoning.

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

**Appropriate with changed or changing conditions.**

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

**FINDINGS**

The land uses or development conditions within the area surrounding the properties **have not** changed. The development within the area has remained low to mid-density residential. As the parcel proposed for rezoning to MDR, the potential uses, densities and intensities allowed by that district would be compatible with the existing surrounding development patterns. The proposed amendment would not create or contribute to urban sprawl.

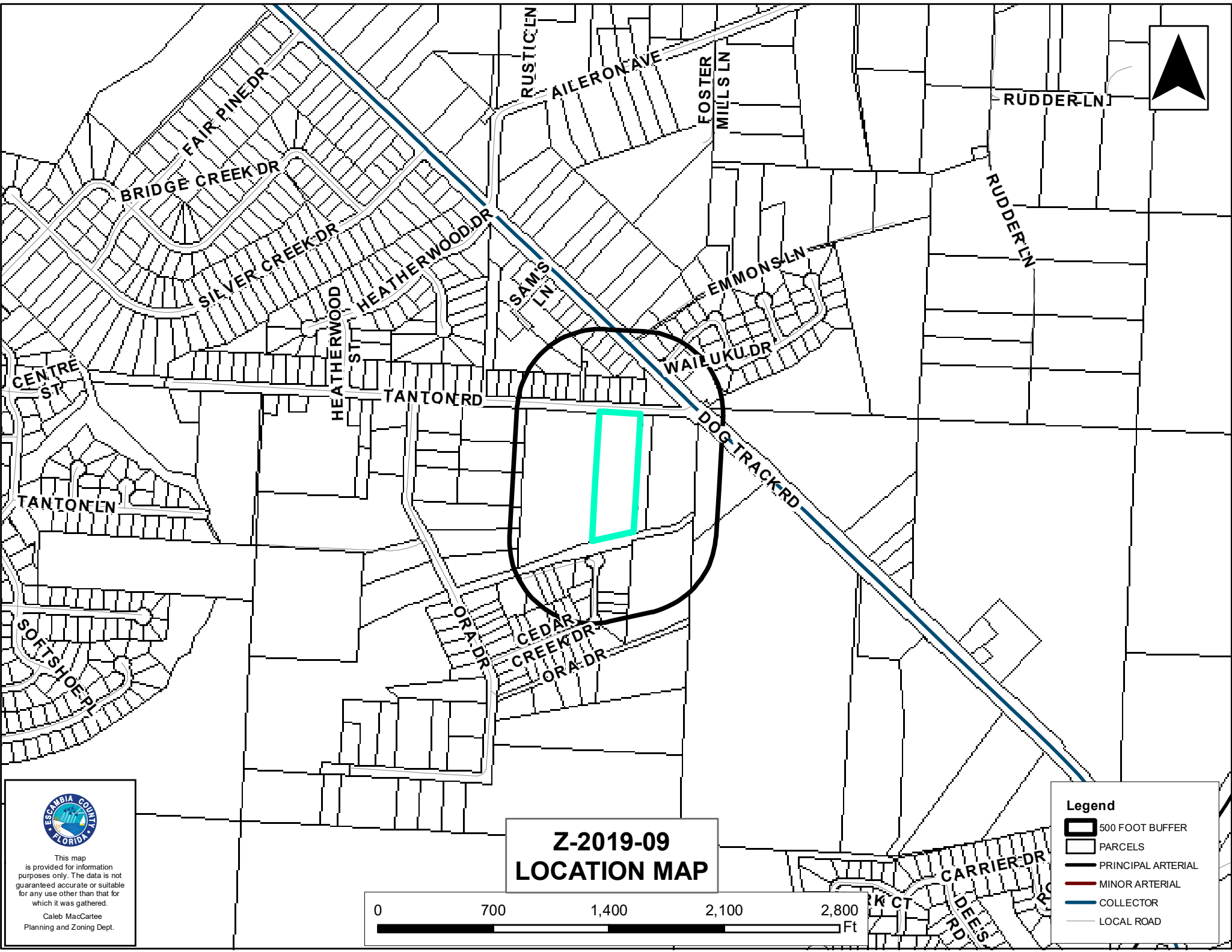
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**Attachments**

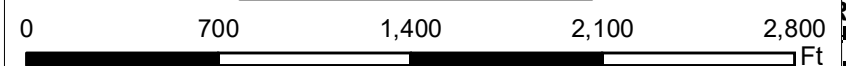
Working case file09

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Z-2019-09




# Z-2019-09 LOCATION MAP



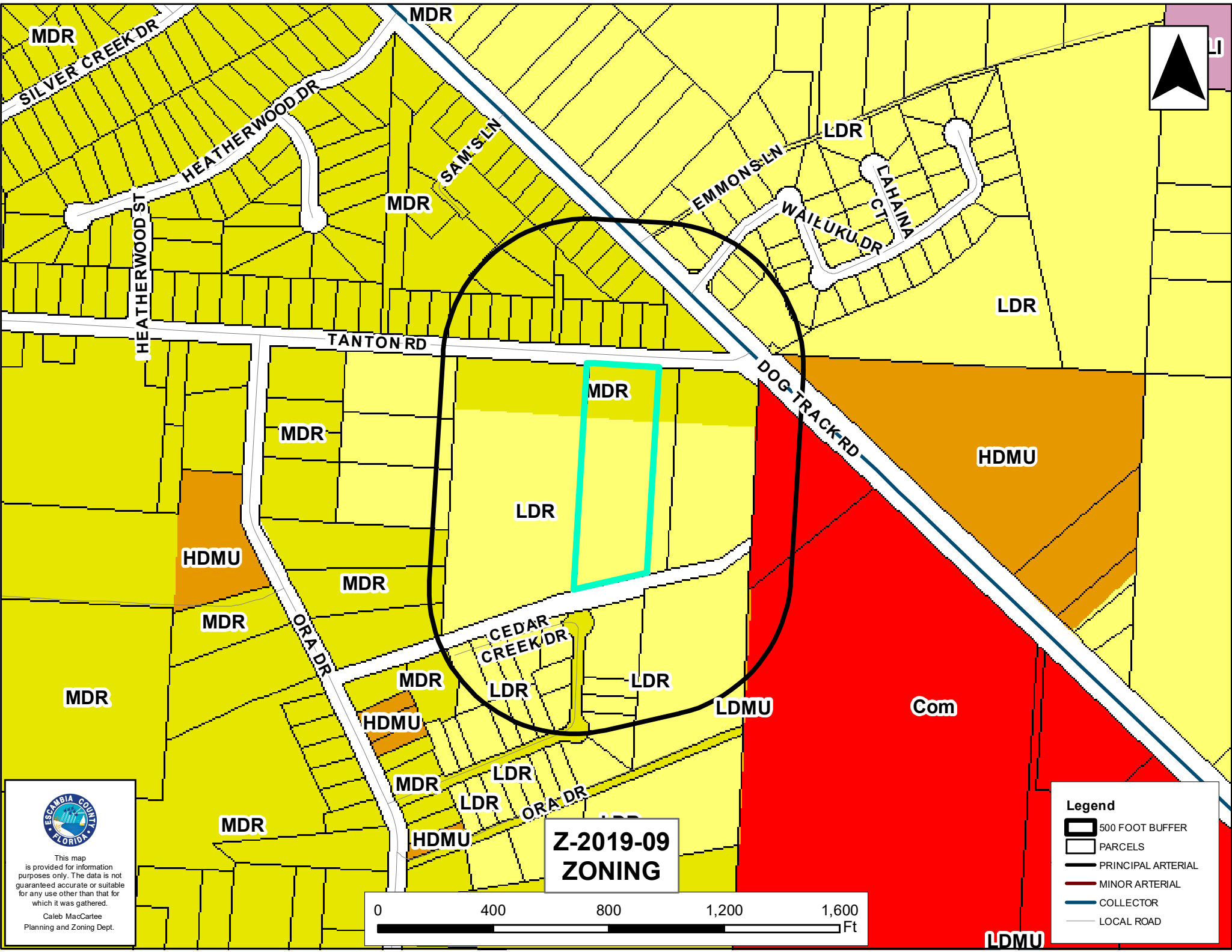
**Legend**


- 500 FOOT BUFFER
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



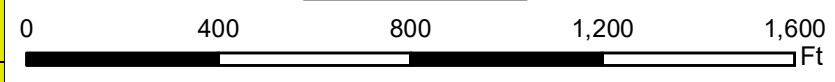
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Caleb MacCartee  
Planning and Zoning Dept.









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

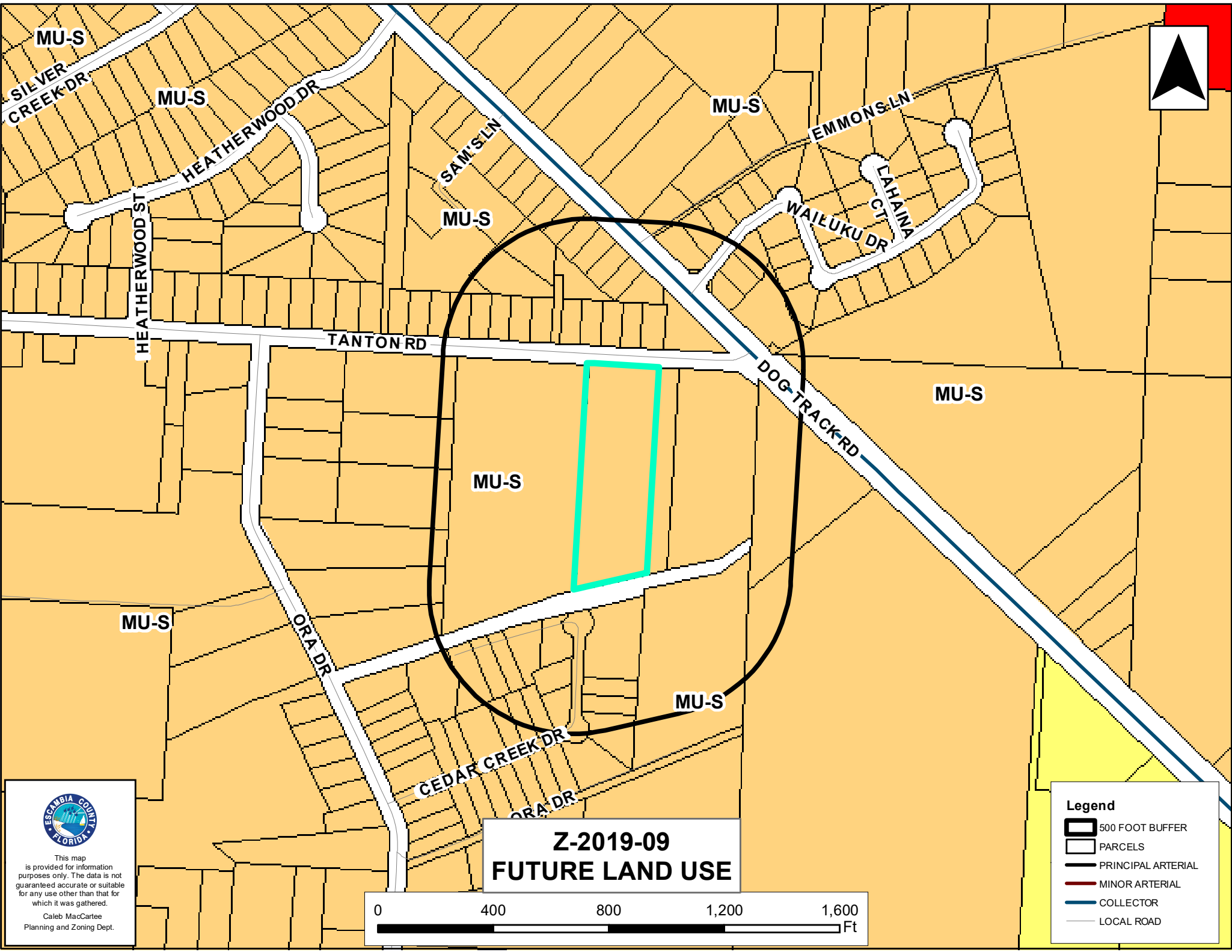
**Z-2019-09  
ZONING**



**Legend**

-  500 FOOT BUFFER
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD

**LDMU**



MU-S  
SILVER CREEK DR

MU-S

HEATHERWOOD DR

HEATHERWOOD ST

SAM'S LN

MU-S

MU-S

EMMONS LN

LAHAINA CT

WAILUKU DR

TANTON RD

DOG TRACK RD

MU-S

MU-S

MU-S

ORA DR

MU-S

CEDAR CREEK DR


ORA DR

### Z-2019-09 FUTURE LAND USE



**Legend**

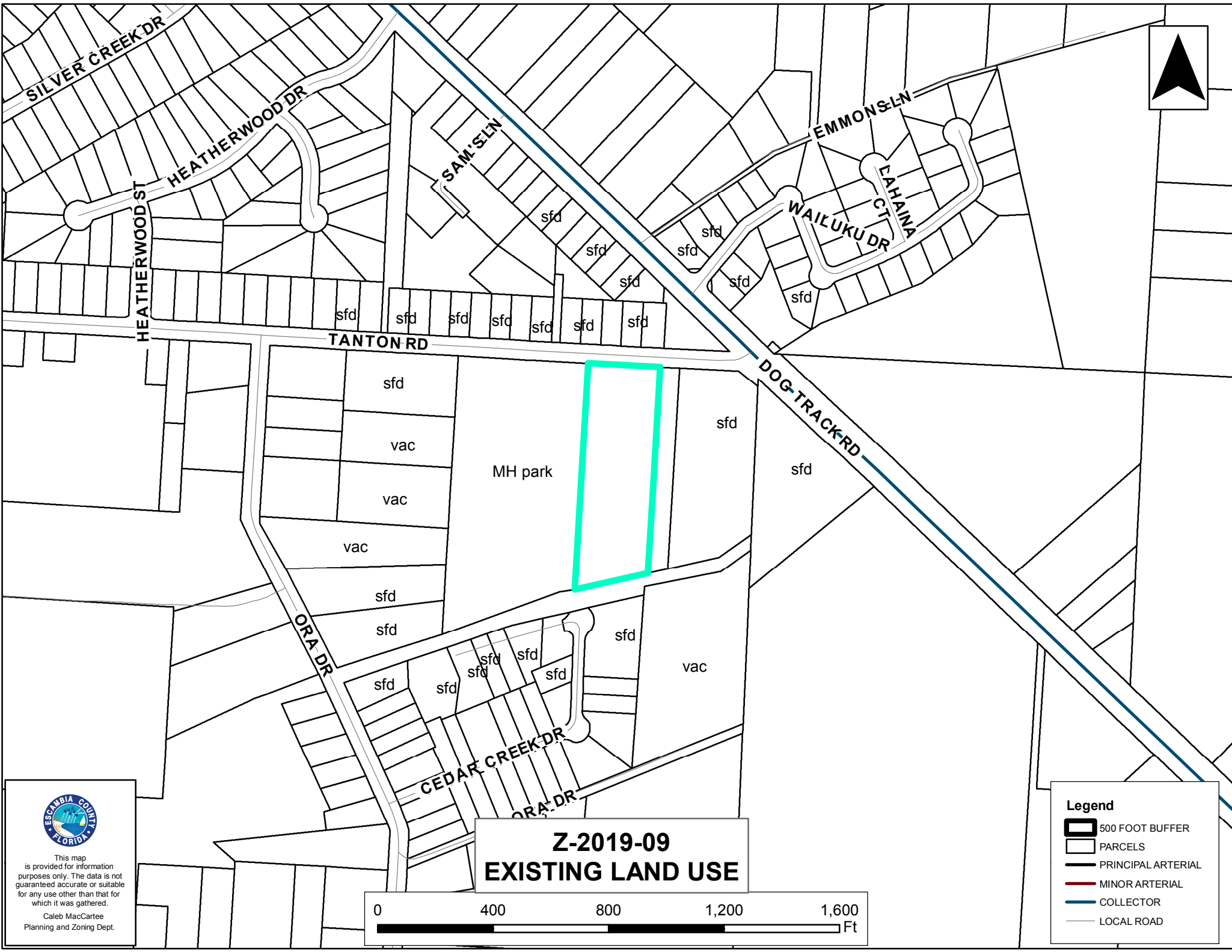
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- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



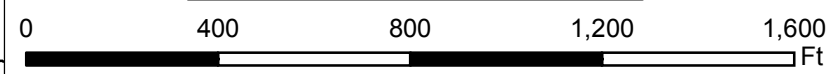
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Caleb MacCartee  
Planning and Zoning Dept.






**Z-2019-09  
EXISTING LAND USE**



**Legend**

- 500 FOOT BUFFER
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Caleb MacCartee  
Planning and Zoning Dept.



TANTON RD

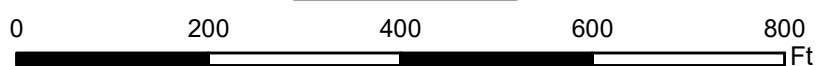
WAILUKU DR

WAILUKU DR






DOG TRACK RD


CEDAR CREEK DR

Z-2019-09  
AERIAL



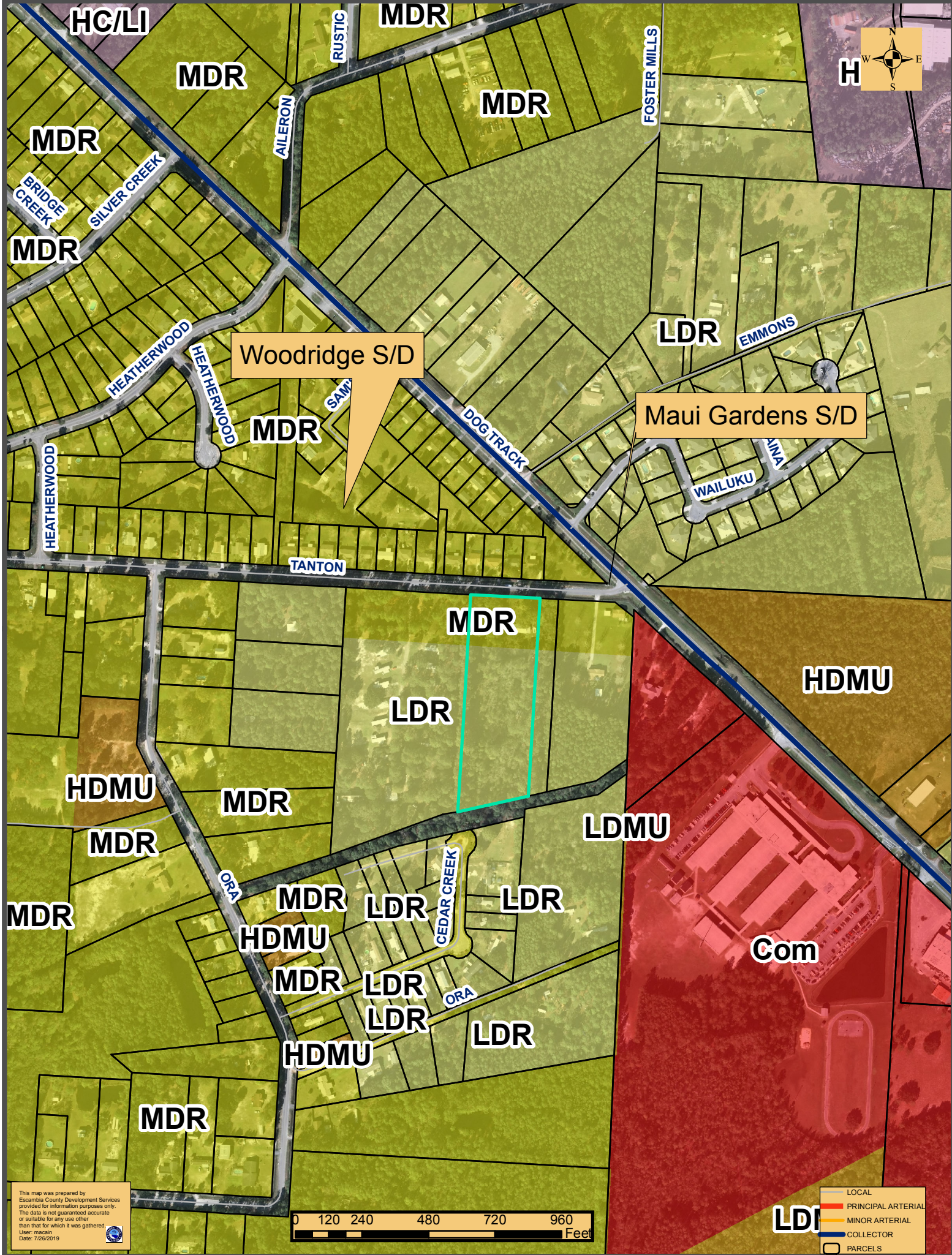
**Legend**

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



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Caleb MacCartee  
Planning and Zoning Dept.



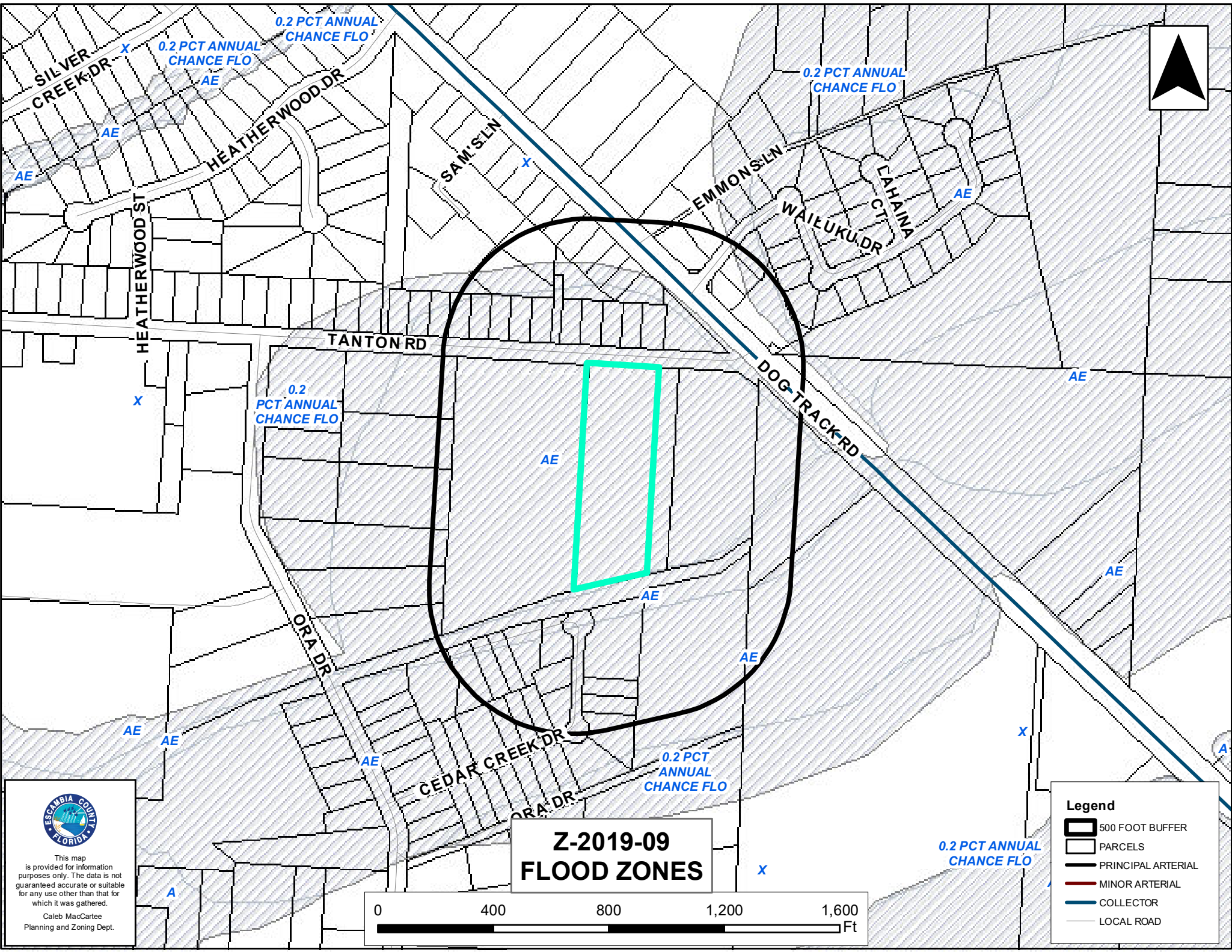

Woodridge S/D

Maui Gardens S/D



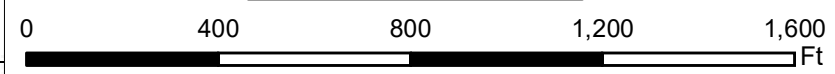
This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.  
 User: macain  
 Date: 7/26/2019

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










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 Caleb MacCartee  
 Planning and Zoning Dept.

## Z-2019-09 FLOOD ZONES



**Legend**

-  500 FOOT BUFFER
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



# NOTICE OF PUBLIC HEARING REZONING

CASE NO.: 7-2019-09

CURRENT ZONING: MDR  
LDR

PROPOSED ZONING: MDR

## PLANNING BOARD

DATE: 08/06/19 TIME: 8:30 AM

### LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3368 WEST PARK PLACE  
BOARD MEETING ROOM

## BOARD OF COUNTY COMMISSIONERS

DATE: 09/05/19 TIME: 5:45 PM

### LOCATION OF HEARING

ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES AT 585-5470 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

Public Notice Sign



Looking into subject parcel



Looking southwest into parcel



Southern portion of parcel  
undisturbed





Looking southwest-  
dwelling demolished



Looking northwest on  
parcel



Looking north from subject parcel



Looking northest from  
parcel



Looking north across Tanton Rd from subject parcel

OF  
EARING  
NING

09

POSED MDR  
ING:

BOARD

ME: 8:30 AM

HEARING

AL OFFICE COMPLEX  
RK PLACE  
NG ROOM

SSIONERS

Looking west along Tanton Rd





Looking east along Tanton Rd, toward Dog Track Rd.



**HAMMOND ENGINEERING, INC.**  
Florida Certificate of Authorization No. 00009130  
Alabama Certificate of Authorization No. 3277

June 17, 2019

Mrs. Allyson Lindsay  
Planning Board Coordinator  
Development Services Bureau  
3363 West Park Place  
Pensacola, Florida 32505

**Reference: Re-zoning Parcel No. 29-23-31-2101-001-001**  
**10307 Tanton Road**  
**HEI Project No. 19-024**

Dear Allyson:

The above referenced parcel currently has a split zoning of MDR/LDR and has not been developed. The parcel is located at 10307 Tanton Road in Escambia County, FL. We request the parcel be completely zoned to MDR.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

**HAMMOND ENGINEERING, INC.**

A handwritten signature in blue ink, appearing to read 'Thomas G. Hammond, Jr.', is written over a large, circular, scribbled blue mark.

Thomas G. Hammond, Jr., PE.  
President

Attachments



**Property Reference Number  
29-2S-31-2101-001-001**

**Re-zoning Criteria**

**A. Consistency with the Comprehensive Plan**

The parcel is located in the Mixed Use- Suburban (MU-S) Future Land Use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1

*FLUM Mixed-Use Suburban (MU-S)*

*General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.*

*Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.*

*Standards:*

*Residential Maximum Density: 25 du/acre*

*Non-Residential Minimum Intensity: None*

*Maximum Intensity: 1.0 Floor Area Ratio (FAR)*

*Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:*

*a) Residential 8% to 25%*

*b) Public/Rec/Inst. 5% to 20%*

*c) Non-Residential:*

*Retail Service-30% to 50%*

*Office-25% to 50%*

*In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:*

*a) Residential 70% to 85%*

*b) Public/Rec/Inst. 10% to 25%*

*c) Non-Residential 5% to 10%*

**The proposed re-zoning is consistent with the Comprehensive Plan.**

**B. Consistency with Zoning District provisions**

The proposed re-zoning of the subject parcel to MDR (Medium Density Residential) meets the LDC, Article 1, Section 3-1.3 (h):

ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

Supp 3

LDC 3:7

Also, LDC Chapter 3, Article 2, Section 3-2.7(f) states:

*Rezoning to MDR.*

*Medium Density Residential zoning maybe established only within the Mixed-Use Suburban (MU-S) and Mixed-Use Urban (MU-U) future land use categories. The district is suitable for suburban or urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for low density residential and areas zoned or used for high density residential or mixed-use.*

**The proposed re-zoning is consistent with the Land Development Code.**



## Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

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

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

*DO NOT SUBMIT INFORMATION BELOW WITH APPLICATION*

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### REZONING APPLICATION AND HEARING INFORMATION COVER PAGE

#### A. Prior to Application Submittal

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

#### B. Application Submittal

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

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

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

#### C. Public Hearing(s)

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

#### D. Public Notice

Per the Land Development Code Chapter 2, Article 7: Adequate public notice/advertisement will be consistent with Florida Statutes and the Comprehensive Plan prior to the hearing. If the subject parcel is north of Nine Mile Road, current property owners within a 2500 foot radius of the subject property will be notified. If the subject parcel is south of Nine Mile Road, current property owners within a 500 foot radius of the subject property will be notified of the proposed rezoning request by DSD at least fifteen (15) days prior to the hearing. Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's website ([escpa.org](http://escpa.org)), and notify the applicant of the mailing cost. To view fees visit the website: <https://myescambia.com/our-services/development-services/planning-zoning/rezoning>



## Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

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

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

### Rezoning Application

FOR OFFICE USE ONLY - Case Number: 22019-09 Accepted by: A.L. PB Meeting: 8/6/19

#### 1. Contact Information:

A. **Property Owner/Applicant:** Randall Builders Group, LLC

Mailing Address: 900 Paradise Beach Circle, Pensacola, FL 32506

Business Phone: \_\_\_\_\_ Cell: 850 554-2658

Email: henry-randall@live.com

B. **Authorized Agent (if applicable):** Tom Hammond, Hammond Engineering, Inc.

Mailing Address: 3802 North 'S' Street

Business Phone: 850-434-2603 Cell: 850-554-9389

Email: tom@selanddesign.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: 10307 Tanton Road

Parcel ID (s): 29-2S-31-2101-001-001

B. Total acreage of the subject property: 4.5 ac

C. Existing Zoning: MDR/LDR

Proposed Zoning: MDR; explain why necessary and/or appropriate

Currently split zoning.

FLU Category: MU-S

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

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

**3. Amendment Request**

**Approval conditions.** The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

**Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)**

**a. Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

\_\_\_\_\_  
Please see attached documentation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**b. Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

\_\_\_\_\_  
Please see attached documentation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

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Please see attached documentation.

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- d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

*As per LDC Chapter 6, Spot Zoning is: Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

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Please see attached documentation.

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- e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

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Please see attached documentation.

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

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Property Reference Number(s): 29-2S-31-2101-001-001

Property Address: 10307 Tanton Road

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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 15 DAY OF June, YEAR OF 2019

  
Signature of Property Owner

DEBRA Randall  
Printed Name of Property Owner

6-17-19  
Date

\_\_\_\_\_  
Signature of Property Owner

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

\_\_\_\_\_  
Date





5. Submittal Requirements

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

**Note: Application fees include a \$5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).**

- 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  
Debra V Randall  
 Signature of Owner

Thomas G. Hammond, Jr., PE  
 Printed Name Owner/Agent  
DEBRA V Randall II  
 Printed Name of Owner

6/17/18  
 Date  
6-17-19  
 Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 17 day of June 20 19, by Debra V Randall.

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

\_\_\_\_\_  
 Signature of Notary

Ryan Sieg  
 Printed Name of Notary



## BOUNDARY SURVEY 10307 TANTON ROAD A PORTION OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA



### LEGEND

- R/W RIGHT OF WAY
- O/L OPTICAL RECORD BOOK
- //--- 4 CHAIN LINK FENCE
- FOUND 1/2" IRON ROD
- ⊕ FOUND 4"x4" SQUARE CONCRETE MONUMENT
- ⊙ SET 1/2" DAPPED IRON ROD - ELSI L.B. #6993
- ☐ SECTION NUMBER

LEGAL DESCRIPTION: (O.R. BOOK 8057, PAGE 965)

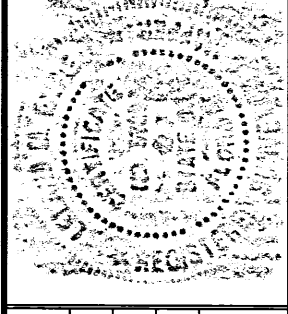
Commencing at the Northwest corner of Section 29, Township 2 South, Range 31 West; thence proceed East a distance of 1,596.00 feet; thence South a distance of 66.00 feet; thence East a distance of 447.54 feet for Point of Beginning of this description; thence South at right angles a distance of 784.82 feet; thence North 74 degrees 19 minutes East a distance of 254.30 feet; thence North to a point perpendicularly distance from the Point of Beginning and to the South Right-of-Way line of a County Road; thence West to the Point of Beginning. All being in Section 29, Township 2 South, Range 31 West, Escambia County, Florida.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

RANDALL BUILDERS GROUP LLC.

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**SURVEYORS CERTIFICATE**  
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 30-17.006, 50-17.001 AND 50-17.002, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA      DATE: JUN 4, 2019      LELAND M. EMPIE, P.S.M.  
FIELD BOOK: 205-19      FIELD BOOK: 202/25

REVISIONS	FIELD BOOK	DATE

POSSIBLE ENCROACHMENTS:

**EMPIRE LAND SURVEYING, INC.**  
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA  
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32584  
PHONE: 850-477-3745 -- FAX: 850-477-3705  
LICENSED BUSINESS #6993, STATE OF FLORIDA

TYPE OF SURVEY: BOUNDARY WITH IMPROVEMENTS  
BEARING BASIS 500'00"00"E WEST PROPERTY LINE OF SUBJECT PARCEL  
CLIENT: RANDALL BUILDERS GROUP LLC.

SOURCE OF INFORMATION:  
FIELD EVIDENCE  
DEEDS OF RECORD  
PLAT RECORDED IN:  
PRIOR SURVEYS/R/WINGS

GENERAL NOTES:  
1. Fence locations as drawn are not to scale. 1A. This drawing only reflects setback lines, which appear on the recorded plat.  
2. Jurisdiction (Parcels) boundary lines not located unless shown on drawing. 2A. This property may also be subject to setback lines mandated by zoning.  
3. Footings, foundations, or any other subsurface structures were not located unless otherwise noted.  
4. All bearings and/or angles and distances are Deed and actual unless otherwise noted: Deed = (D); Description = (D); Actual Field Measurement = (F); Plat = (P)  
5. All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.  
6. No Title Search of the Public Records has been performed by this firm for ownership, easements, easements, zoning, and restrictions that may be found in the Public Records of said County.  
or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, easements, easements, easements, zoning, and restrictions that may be found in the Public Records of said County.

**19062140PPB**

06/20/2019 03:16 PM

10307 TANTON RD

Applicant:  
HAMMOND ENGINEERING  
TOM HAMMOND

**Project Type**

Type	Fee
Rezoning Request	\$1,275.50
<b>Total</b>	<b>\$1,275.50</b>

**Payments**

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
				<b>Total</b>	<b>\$0.00</b>
				<b>Discount Total</b>	<b>(\$0.00)</b>
				<b>Payment Amount</b>	<b>\$0.00</b>
				<b>Balance Due</b>	<b>\$0.00</b>

***THIS IS NOT A PERMIT.*** This receipt does not authorize you to begin construction of your project.

CESARO MARILYN A  
2200 12TH CT N # 405  
ARLINGTON, VA 22201

THOMPSON ELOUISE L  
820 SUMMIT PARK TRL  
MCDONOUGH, GA 30253

CHAPPELL CHRISTINE C  
1272 PINTAIL CT  
SAN JOSE, CA 95118

ANDERSON HARUMI  
1800 ATLANTIC BLVD C 121  
KEY WEST, FL 33040

LYNCH JENNIFER SUSAN  
563 SEA PINE CIR  
PENSACOLA, FL 32506

PELFREY JIMMIE D & DIANA  
10320 TANTON RD  
PENSACOLA, FL 32506

GARTMAN SYLVIA ANN FOLGER  
38 S BLUE ANGEL PKWY # 336  
PENSACOLA, FL 32506

SMITH DEANNA L  
1520 ORA DRIVE  
PENSACOLA, FL 32506

TRONU DINAH S  
6110 SIGUENZA DR  
PENSACOLA, FL 32507

SCHOOL BOARD OF ESCAMBIA  
COUNTY FLORIDA  
75 N PACE BLVD  
PENSACOLA, FL 32505

DONALDSON STEVEN J  
1327 DOG TRACK RD  
PENSACOLA, FL 32506

JACKSON JUANITA F  
1333 DOG TRACK RD  
PENSACOLA, FL 32506

SINGLEY JOHN C  
1345 DOG TRACK RD  
PENSACOLA, FL 32506

SMITH BARBARA M  
10408 TANTON RD  
PENSACOLA, FL 32506

LUTLEY JOHN D  
10328 TANTON RD  
PENSACOLA, FL 32506

FITCH MINERVA L  
10316 TANTON RD  
PENSACOLA, FL 32506

BLANTON MICHAEL A  
PO BOX 3256  
PENSACOLA, FL 32516

LISENBY CARL R  
10401 TANTON RD  
PENSACOLA, FL 32506

FOR SAULS LIVING TRUST  
10301 TANTON RD  
PENSACOLA, FL 32506

\*\*\*\*\*  
\*  
\*  
\* . \* \*

NGUYEN PHONG HOANG  
5521 MOUNTAIN VALLEY DR  
THE COLONY, TX 75056

BLACK ALBERTA JOYCE  
1337 DOG TRACK RD  
PENSACOLA, FL 32506

HENDERSON KELLYE L  
3419 W HERNANDEZ ST  
PENSACOLA, FL 32505

NICHOLAS JENNIFER R  
1555 SANDCASTLE DR  
CORONA DEL MAR, CA 92625

ABBOTT PEGGY S  
10324 TANTON RD  
PENSACOLA, FL 32506-9504

BROXSON JOANNE  
10312 TANTON RD  
PENSACOLA, FL 32506

DALEY MARGARET  
10419 TANTON RD  
PENSACOLA, FL 32506

REGIONS BANK SUCCESSOR BY  
MERGER TO AMSOUTH BANK  
2050 PARKWAY OFFICE CIRCLE  
BIRMINGHAM, AL 35244

DOMBEK CLARENCE H & PATRICIA R  
1501 DOG TRACK RD  
PENSACOLA, FL 32506

CAUTHEN DUMAR M  
10379 WAILUKU DR  
PENSACOLA, FL 32506

BERGQUIST VANESSA R  
10385 WAILUKU DR  
PENSACOLA, FL 32506

MATTHEWS JONITA  
PO BOX 3391  
PENSACOLA, FL 32516

MORRIS ADREA N  
10431 WAILUKU DR  
PENSACOLA, FL 32506

HARWELL DANIEL L & SHERRIE C  
10437 WAILUKU DR  
PENSACOLA, FL 32506

ESCAMBIA COUNTY  
221 PALAFOX PL STE 420  
PENSACOLA, FL 32502

MAUI GARDENS HOMEOWNERS  
ASSOCIATION INC  
8680 SCENIC HWY UNIT # 18  
PENSACOLA, FL 32514

PERROTT SHARON  
1347 DOG TRACK RD  
PENSACOLA, FL 32506

KNOTT ELLEN VICTORIA  
12570 WHITE OSPREY DR S  
LILLIAN, AL 36549

OTWELL DEBRA L  
1320 DOG TRACK RD  
PENSACOLA, FL 32506

DARCY JOYCE A  
10426 WAILUKU DRIVE  
PENSACOLA, FL 32506

CORDRAY SONYA  
10432 WAILUKU DR  
PENSACOLA, FL 32506

MARTIN JULIA LIN  
10438 WAILUKU DR  
PENSACOLA, FL 32506

LISENBY CARL  
10401 TANTON RD  
PENSACOLA, FL 32506

ZISCHKAU SHERRY L  
14305 WINDFALL RD  
TITUSVILLE, PA 16354

FAIRCLOTH CHARLES E  
PO BOX 189  
PANAMA CITY, FL 32402-0189

MOUCHERON  
1600 ORA DR  
PENSACOLA, FL 32506

HARVELL NANCY C  
10408 CEDAR CREEK DR  
PENSACOLA, FL 32506

CROLL WAYNE E  
10505 CEDAR CREEK DR  
PENSACOLA, FL 32506

BOMMARITO MARY ANN  
PO BOX 3643  
PENSACOLA, FL 32516

LINDLEY KATHERINE  
10399 CEDAR CREEK DR  
PENSACOLA, FL 32506

MURPHY VICKI E  
10509 CEDAR CREEK DR  
PENSACOLA, FL 32506

JOHNSON TOMMIE L & CAROLYN  
10412 CEDAR CREEK DR  
PENSACOLA, FL 32506

BOBS INC  
1273 BENT OAK TRL  
ALTAMONTE SPG, FL 32714

JOHNSON CAROLYN S  
10412 CEDAR CREEK DR  
PENSACOLA, FL 32506

KELLER WILLIAM S  
10403 CEDAR CREEK DR  
PENSACOLA, FL 32506

ASHLOCK REBECCA LYNN  
909 N 60TH AVE  
PENSACOLA, FL 32506

ARCHILLA DONNA J  
10420 CEDAR CREEK DR  
PENSACOLA, FL 32506

RICHARDSON SUE A  
10405 CEDAR CREEK DR  
PENSACOLA, FL 32506

BROWN HELICOPTER INC  
10100 AILERON AVE  
PENSACOLA, FL 32506

**Planning Board-Rezoning**

**6. C.**

**Meeting Date:** 08/06/2019  
**CASE :** Z-2019-10  
**APPLICANT:** Wiley C. "Buddy" Page, agent for Bhupat Patel, owner  
**ADDRESS:** 2425 E Johnson Ave  
**PROPERTY REF. NO.:** 17-1S-30-2100-000-004  
**FUTURE LAND USE:** MU-U, Mixed-Used Urban  
**DISTRICT:** 4  
**OVERLAY DISTRICT:** N/A  
**BCC MEETING DATE:** 09/05/2019

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**SUBMISSION DATA:**

**REQUESTED REZONING:**

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

**TO:** HDMU, High Density Mixed-use district (25 du/acre)

**RELEVANT AUTHORITY:**

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

**APPROVAL CONDITIONS**

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

**Consistent with Comprehensive Plan**

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

**CPP FLU 1.3.1 Future Land Use Categories.** The Mixed-Use (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of allowable uses include: Residential, Retail and Services, Professional Office,

Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

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

**CPP FLU 2.1.2 Compact Development.** To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

## **FINDINGS**

The proposed amendment to HDMU is **consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The MU-U FLU is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The listed Range of Allowable Uses includes residential, retail and services, professional office, light industrial, recreational facilities, public, civic and limited agriculture. The amendment is also consistent with the intent of FLU 1.5.1 and FLU 2.1.2 by making use of the existing public roads and the availability of utilities and service infrastructure.

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

#### **Consistent with The Land Development Code**

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

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

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

### **Sec. 3-2.9 High Density Mixed-use district (HDMU).**

- a. **Purpose.** The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and

older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

b. **Permitted uses.** Permitted uses within the HDMU district are limited to the following:

1. **Residential.** The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

- a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.
- b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.
- c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.
- d. Two-family and multi-family dwellings.

See also conditional uses in this district.

**(2) Retail sales.** Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales, including medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales. See also conditional uses in this district.

3. **Retail services.** The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail services, excluding outdoor work or permanent outdoor storage:

- a. Bed and breakfast inns.
- b. Boarding and rooming houses.
- c. Child care facilities.
- d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.
- e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
- f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.
- g. Restaurants, and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.

See also conditional uses in this district.

4. **Public and civic.**

- a. Preschools and kindergartens.
- b. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
- c. Supp. 20  
Foster care facilities.
- d. Places of worship.
- e. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

5. **Recreation and entertainment.**



- a. Marinas, private only.
- b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

6. **Industrial and related.** No industrial or related uses.
7. **Agricultural and related.** Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.
8. **Other uses.** [Reserved]

- a. **Conditional uses.** Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the HDMU district:

1. **Residential.**

- a. Dormitories.
- b. Fraternity and sorority houses.
- c. Manufactured (mobile) home parks.

2. **Retail sales.** Medium-scale (gross floor area greater than 6000 sq.ft. per lot, but no greater than 35,000 sq.ft.) retail sales, including sales of beer and wine and automotive fuels, but excluding sales of motor vehicles and liquor, and excluding permanent outdoor storage, display, or sales.

3. **Retail services.**

- a. Medium-scale (gross floor area greater than 6000 sq. ft. per lot, but no greater than 35,000 sq. ft.) retail services, excluding motor vehicle service and repair.
- b. Restaurants and brewpubs with drive-in or drive-through service and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales.
- c. Small-scale (gross floor area 6000 sq.ft. or less per lot) major motor vehicle service and repair, excluding painting or body work and outdoor work.

4. **Public and civic.**

- a. Broadcast stations with satellite dishes and antennas, excluding towers.
- b. Cemeteries, including family cemeteries.
- c. Clubs, civic and fraternal.
- d. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
- e. Cinerators.
- f. Educational facilities not among the permitted uses of the district.
- g. Funeral establishments.
- h. Hospitals.
- i. Offices for government agencies or public utilities.
- j. Public utility structures exceeding the district structure height limit and telecommunications towers of any height, excluding any industrial uses.
- k. Warehousing or maintenance facilities for government agencies or public utilities.

5. **Recreation and entertainment.**

- a. Amusement arcade centers and bingo facilities.
- b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
- c. Parks with permanent restrooms or outdoor event lighting.

6. **Industrial and related.** Microbreweries, microdistilleries, and microwineries

7. **Agricultural and related.**

- a. Horses or other domesticated *equines* kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
- b. Veterinary clinics.

8. **Other uses.**

- a. Self-storage facilities with a maximum lot area of one acre and outdoor storage limited to operable motor vehicles and boats. No vehicle rental.
- b. Structures of permitted uses exceeding the district structure height limit, excluding telecommunications towers.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial.

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

#### **Compatible with surrounding uses**

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

## **FINDINGS**

The proposed amendment **is compatible** with surrounding residential existing uses in the area. For any nonresidential uses a compatibility study would have to be approved by the Planning Director during the Site Plan Review Process. Along with the compatibility study being required prior to any land use approval being granted, any non-residential and multi-family residential uses that are proposed would have to comply with any additional requirements such as buffering and screening requirements per the applicable regulatory provisions of Land Development Code prior to any development activities been approved and/or granting of land use approval thru the Site plan/development review process. Thus, the proposed regulations would be necessary to minimize or eliminate adverse impacts on any adjoining residential uses as well provide a more balance approach where existing uses within mixed use development districts can coexist together. Within the 500 radius area, staff observed properties with zoning districts HDMU and MDR and the following uses: Fourty-two single-family residences, one duplex, three mobile homes, a civic lodge, three offices, and the Ferry Pass Fire

Station.

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

**Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

**As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or “spot” zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development.*

**FINDINGS**

The requested zoning district **would not be considered** to be spot zoning as the adjoining parcel to the east is currently zoned HDMU. Along Johnson Ave, there are residential uses and small-scale commercial uses.

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

**Appropriate with changed or changing conditions.**

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

**FINDINGS**

The land uses or development conditions within the area surrounding the property **have not changed**. The current request does support the transitional character, uses and intensities of the surrounding areas.

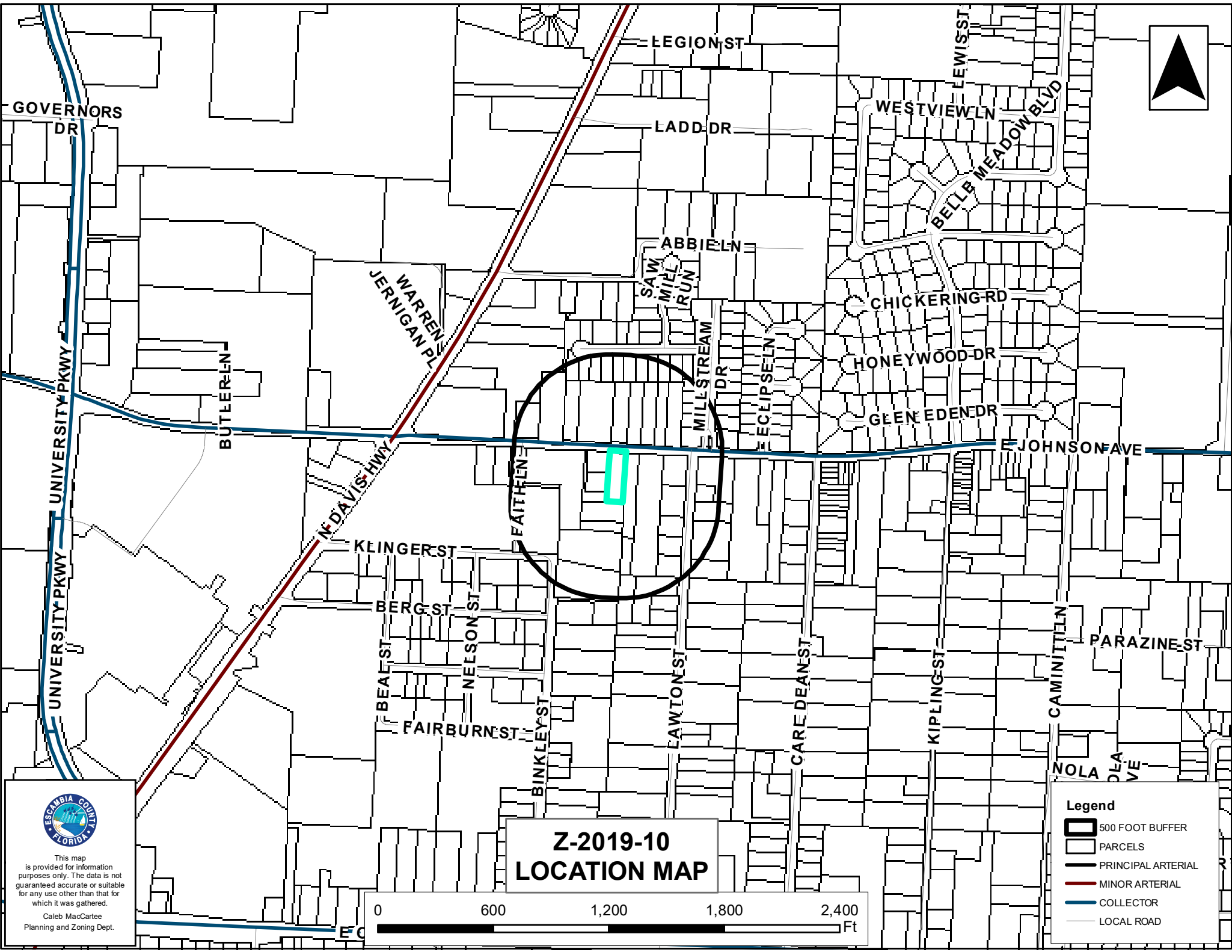
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**Attachments**

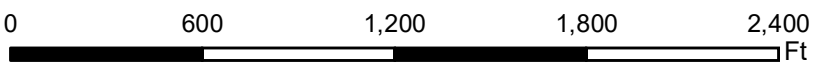
Working case file10

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Z-2019-10



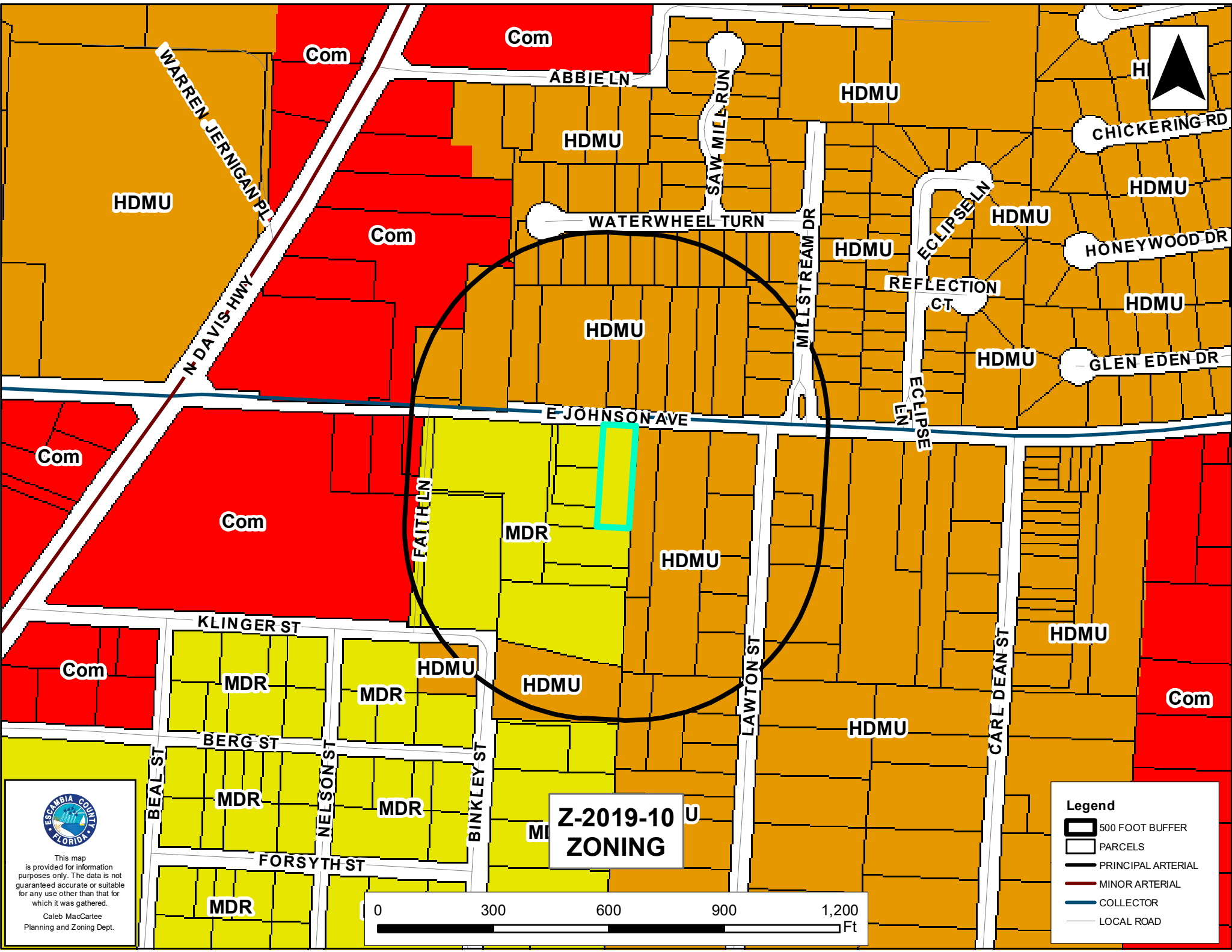
### Z-2019-10 LOCATION MAP



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.







**Legend**

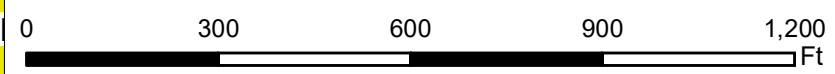

- 500 FOOT BUFFER
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



**Z-2019-10  
ZONING**

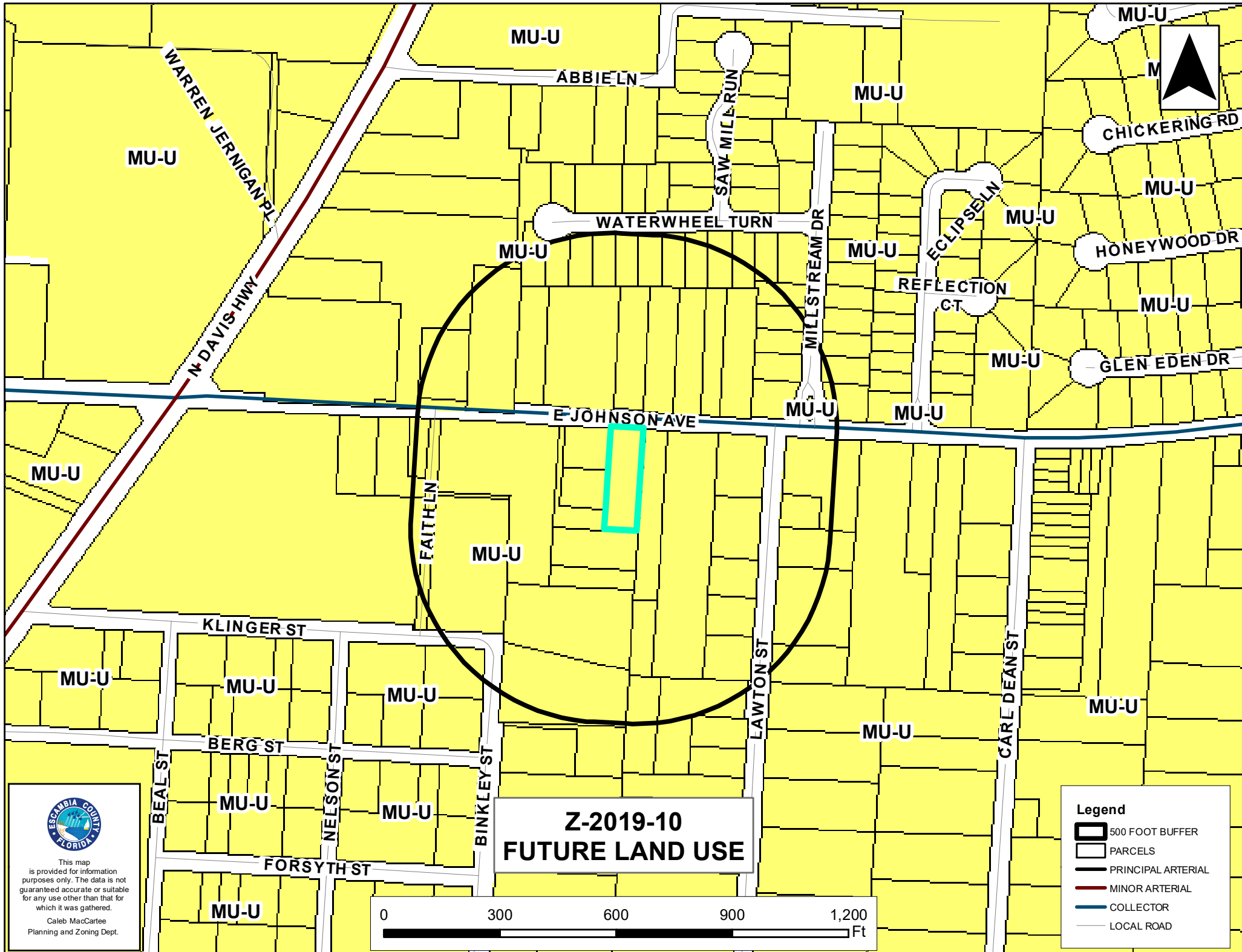
**Legend**

-  500 FOOT BUFFER
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD







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

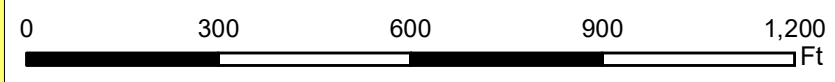

Caleb MacCartee  
Planning and Zoning Dept.



**Z-2019-10  
FUTURE LAND USE**

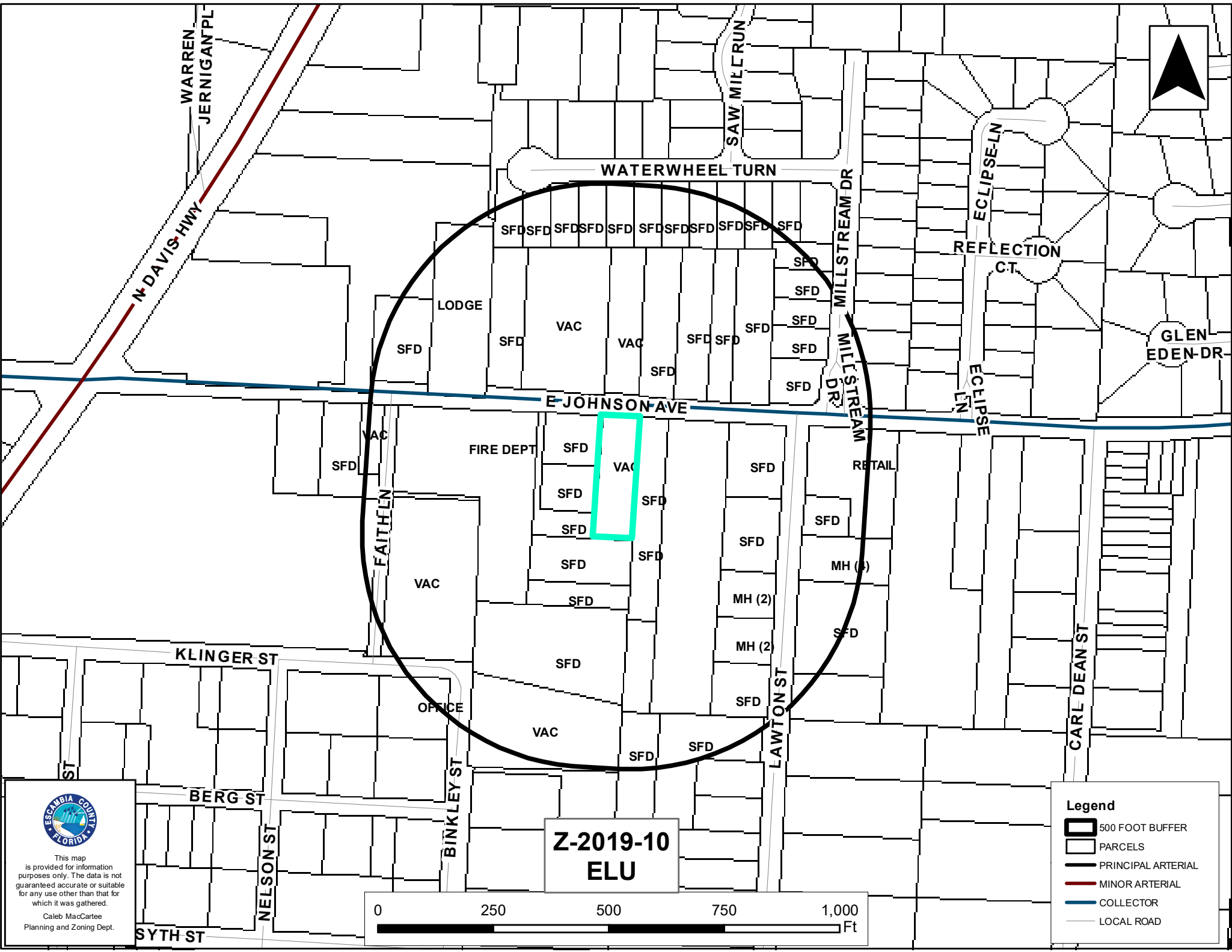
**Legend**

-  500 FOOT BUFFER
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD

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

Caleb MacCartee  
Planning and Zoning Dept.




**Z-2019-10  
ELU**



**Legend**

- 500 FOOT BUFFER
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Caleb MacCartee  
Planning and Zoning Dept.





E JOHNSON AVE

MILL R

MILLSTREAM DR






FAITH LN

LAWTON ST

Z-2019-10  
AERIAL

0 100 200 300 400 Ft

**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 REZONING

CASE NO.: Z-2019-10

CURRENT ZONING: MDR PROPOSED ZONING: HDMU

## PLANNING BOARD

DATE: 08/06/19 TIME: 8:30 AM

### LOCATION OF HEARING

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

## BOARD OF COUNTY COMMISSIONERS

DATE: 09/05/19 TIME: 5:45 PM

### LOCATION OF HEARING

ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

NOTICE OF PUBLIC HEARING SIGN



LOOKING ONTO SITE



LOOKING WEST ALONG JOHNSON AVE



LOOKING NORTH FROM SITE



LOOKING NORTHEAST FROM SITE



LOOKING EAST ALONG JOHNSON AVE



### 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>

19051734PPB

### Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2019-10 Accepted by: AL PB Meeting: 8/6/19

**1. Contact Information:**

**A. Property Owner/Applicant:** Bhupat Patel

Mailing Address: 4512 Waterwheel Turn - Pensacola, FL 32514

Business Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: doughboys1951@yahoo.com

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

Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

Business Phone: \_\_\_\_\_ Cell: 850 232-9853

Email: budpage1@att.net

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

**2. Property Information:**

**A. Existing Street Address:** 2425 East Johnson Avenue Pensacola, FL 32514

Parcel ID (s): 17-1S-30-21000-000-004

**B. Total acreage of the subject property:** 0.47ac

**C. Existing Zoning:** MDR

Proposed Zoning: HDMU; explain why necessary and/or appropriate

Owner wants to construct several small rental units not otherwise permitted by existing MDR zoning category.

FLU Category: MU-U



D. Is the subject property developed (if yes, explain): \_\_\_\_\_  
one single family residential unit on site.  
\_\_\_\_\_

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

**3. Amendment Request**

**Approval conditions.** The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

**Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)**

**a. Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

The requested HDMU zoning is consistent with the existing Future Land Use Category as identified at Sec. 3-1.3(h)Zoning Implementation of FLU.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**b. Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

Sec. 3-2.9 states the purpose of the requested HDMU category is to provide " for a complementary mix of high density residential uses" together with the "the primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity...". The proposed zoning is consistent with both the purpose and intent of the category.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

Applicant owns two adjacent lots. The easterly adjacent lot is zoned HDMU, the same zoning as is being requested in this application for his adjoining westerly lot. The westerly subject lot is bounded with three single family homes and one multi-family unit facing Johnson Avenue. All four of these adjacent lots are zoned MDR. MDR and HDMU are transitional one to another and uses within each are compatible with the other.

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- d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

*As per LDC Chapter 6, Spot Zoning is: Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

This proposed zoning is adjacent and across the street from other lots with the same zoning classification as is being requested herein.

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- e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

The recent expansion of West Florida Hospital to the northwest corner of Johnson Avenue and Davis Highway is perhaps the latest significant development in the area. This intersection is located less than 1/2 mile west from the subject site location.

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

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Property Reference Number(s): 17-1S-30-2100-000-004

Property Address: 2425 East Johnson Avenue Pensacola, FL 32514

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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 7 DAY OF June, YEAR OF 2019

  
Signature of Property Owner

Bhupat Patel  
Printed Name of Property Owner

6/7/19  
Date

\_\_\_\_\_  
Signature of Property Owner

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

\_\_\_\_\_  
Date

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

As owner of the property located at 2425 East Johnson Avenue  
Pensacola, FL 32514, Florida, property reference number(s) 17-1S-30-2100-000-004  
I hereby designate Wiley C."Buddy" Page  
for the sole purpose of completing this application and making  
a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on  
the above referenced property. This Limited Power of Attorney is granted on this \_\_\_\_\_ 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: Wiley C."Buddy" Page Email: budpage1@att.net  
Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850 232-9853

  
Signature of Property Owner

Bhupat Patel  
Printed Name of Property Owner

6/7/19  
Date

\_\_\_\_\_  
Signature of Property Owner

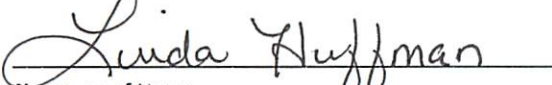
\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 7 day of June 2019,  
by Bhupat Patel.

Personally Known  OR Produced Identification . Type of Identification Produced: Fl. Driver's License

  
Signature of Notary

Linda Huffman  
Printed Name of Notary

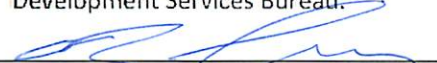
(Notary Seal)   
Linda Huffman  
Notary Public  
State of Florida  
My Commission Expires 6/6/2020  
Commission No. FF 989179

5. **Submittal Requirements**

- A. \_\_\_\_\_ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.
  - B. \_\_\_\_\_ Application Fees: To view fees visit the website: <http://myescambia.com/business/ds/planning-board> or contact us at 595-3547
- Note: Application fees include a \$5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).**
- 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	<u>Bhupat Patel</u> _____ Printed Name Owner/Agent	<u>6/7/19</u> _____ Date
_____ Signature of Owner	_____ Printed Name of Owner	_____ Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 7 day of June 20 19, by Bhupat Patel.  
 Personally Known  OR Produced Identification . Type of Identification Produced: Fl. Drivers License

 _____ Signature of Notary	<u>Linda Huffman</u> _____ Printed Name of Notary	<u>Linda Huffman</u> (Printed) Notary Public State of Florida My Commission Expires 6/6/2020 Commission No. FF 989179
---------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------





# ESCAMBIA COUNTY TAX COLLECTOR

**General Notice** - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click [here](#).

Online property tax payments for accounts included in the 2019 Tax Certificate Sale will be disabled beginning at 9:00 PM CDT on May 31st, 2019 and will remain unavailable until the sale is completed and balanced, estimated to be on or before June 14th.

## 2018 Roll Details — Real Estate Account At 2425 E JOHNSON AVE

[Print this page](#)

Real Estate Account #02-2243-000

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2018	2017	2016	2015	...	2008
PAID	PAID	PAID	PAID		PAID

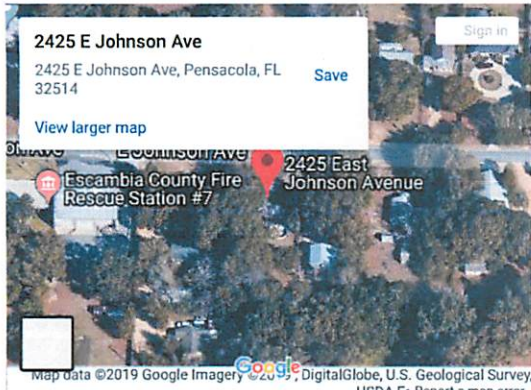
[Get Bills by Email](#)

**PAID** 2018-11-07  
\$1,047.16  
Effective 2018-11-06  
Receipt #185-18-00296296  
[Print Paid Bill](#)

Owner: PATEL BHUPAT  
4512 WATERWHEEL TURN  
PENSACOLA, FL 32514  
Situs: 2425 E JOHNSON AVE

Account number: 02-2243-000  
Alternate Key: 79003  
Millage code: 06  
Millage rate: 14.0193

Assessed value: 68,867  
School assessed value: 68,867  
Unimproved land value: 26,790



Location is not guaranteed to be accurate.

Property Appraiser

2018 Annual bill

[View](#)

Ad valorem: \$965.46  
Non-ad valorem: \$125.33  
Total Discountable: 1090.79  
No Discount NAVA: 0.00  
Total tax: \$1,090.79

Legal description

BEG 20 FT S OF CENTER LI OF JOHNSON AVE ON W LI OF SEC E 256 FT FOR POB CONT E 74 FT S AT RT ANG 275 FT W 74 FT N 275 FT TO POB OR 7961 P 250

Location

Geo number: 171S30210000004  
Range: 30  
Township: 1S  
Section: 17  
Block: 004  
Lot: 000  
Use code: 0100  
Total acres: 0.470



THIS INSTRUMENT PREPARED BY and RETURN TO:  
Entitle Insurance Company  
4160 Temescal Canyon Rd, Ste 211  
Corona, CA 92883  
P.877-936-8485

AS A NECESSARY INCIDENT TO THE FULFILLMENT OF CONDITIONS  
CONTAINED IN A TITLE INSURANCE COMMITMENT ISSUED BY IT.

PROPERTY APPRAISERS PARCEL IDENTIFICATION NUMBER:  
02-2243-000

*18-1027052-MW* SPECIAL WARRANTY DEED

THIS DEED, made this 27<sup>th</sup> day of July, 2018, by and between  
Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but  
solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2017-2, whose address  
is 333 S. Anita Drive, Suite 400, Orange, CA 92868, hereinafter referred to as "Grantor" and  
Bhupat Patel, whose address is 4512 Waterwheel Turn, Pensacola, FL 32514  
hereinafter referred to as "Grantee",

WITNESSETH: That Grantor, for and in consideration of the sum of **Thirty-Five Thousand  
and no/100 Dollars (\$35,000.00)**, and other valuable considerations, the receipt whereof is  
hereby acknowledged, has/have granted, bargained, sold, conveyed and confirmed, and by these  
presents do grant, bargain, sell, convey and confirm, unto the Grantee, and to Grantee's heirs and  
assigns forever, all the following piece, parcel, lot or tract of land, situated, lying and being in the  
County of Escambia, State of Florida, and described as follows, to-wit:

ALL THAT CERTAIN LAND SITUATE IN ESCAMBIA COUNTY, STATE OF FLORIDA,  
~~WIZ~~: BEGIN 20 FEET SOUTH OF THE CENTER LINE OF JOHNSON AVENUE ON WEST  
LINE OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST, THENCE CONTINUE  
EAST ALONG NORTH LINE OF SECTION 17, A DISTANCE OF 236 FEET FOR THE  
POINT OF BEGINNING; THENCE CONTINUE EAST ALONG NORTH LINE OF SECTION  
~~17~~, A DISTANCE OF 74 FEET MORE OR LESS; THENCE SOUTH AT RIGHT ANGLES TO  
THE LINE OF LAST TRAVERSED 275 FEET;

THENCE WEST A DISTANCE OF 74 FEET; THENCE NORTH A DISTANCE OF 275 FEET  
TO POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 17, TOWNSHIP 1  
SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

INCLUDING THE BUILDINGS, APPURTENANCES, AND FIXTURES LOCATED  
THEREON.

Known as: 2425 East Johnson Avenue, Pensacola, FL 32514

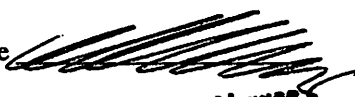
TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or appertaining; and every right, title or interest, legal or equitable, of the Grantor, of in and to the same, and Grantor warrants specially the title against claims of all persons claiming by, through, or under the Grantor, but not otherwise.


TO HAVE and TO HOLD, the same unto Grantee's, buyer's heirs and assigns, to their proper use, benefit and behold forever.


IN WITNESS WHEREOF, Grantor has hereunto set his/her/their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of these two Witnesses:

Matawin Ventures Trust Series 2017-2,  
by Kondaur Capital Corporation, as Separate  
Trustee

Witness Signature   
Witness Printed Name Mayra Vargas

by:  (Seal)  
by Zimmerman  
Liquidation Specialist

Witness Signature   
Witness Printed Name G. Poole

Notary Acknowledgment to follow on next page.



**CALIFORNIA NOTARY ACKNOWLEDGEMENT**


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

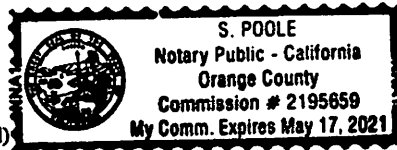
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 7/27/2018 before me, S. Poole, a Notary Public personally appeared Joy Zimmerman who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Signature of Notary Public  
My Commission Expires: May 17, 2021





# Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List

[Back](#)

Navigate Mode
  Account
  Reference

[Printer Friendly Version](#)

<p><b>General Information</b></p> <p><b>Reference:</b> 171S302100000004</p> <p><b>Account:</b> 022243000</p> <p><b>Owners:</b> PATEL BHUPAT</p> <p><b>Mail:</b> 4512 WATERWHEEL TURN PENSACOLA, FL 32514</p> <p><b>Situs:</b> 2425 E JOHNSON AVE 32514</p> <p><b>Use Code:</b> VACANT RESIDENTIAL</p> <p><b>Taxing Authority:</b> COUNTY MSTU</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a></p> <p><small>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small></p>	<p><b>Assessments</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$26,790</td> <td>\$42,077</td> <td>\$68,867</td> <td>\$68,867</td> </tr> <tr> <td>2017</td> <td>\$26,790</td> <td>\$38,437</td> <td>\$65,227</td> <td>\$65,227</td> </tr> <tr> <td>2016</td> <td>\$26,790</td> <td>\$37,222</td> <td>\$64,012</td> <td>\$64,012</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><b><a href="#">Tax Estimator</a></b></p> <p style="text-align: center;"><b>&gt; <a href="#">File for New Homestead Exemption Online</a></b></p>	Year	Land	Imprv	Total	Cap Val	2018	\$26,790	\$42,077	\$68,867	\$68,867	2017	\$26,790	\$38,437	\$65,227	\$65,227	2016	\$26,790	\$37,222	\$64,012	\$64,012
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<p><b>Sales Data</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/27/2018</td> <td>7961</td> <td>250</td> <td>\$35,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>05/16/2018</td> <td>7902</td> <td>123</td> <td>\$100</td> <td>CT</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>02/1999</td> <td>5900</td> <td>1095</td> <td>\$100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>07/1998</td> <td>4281</td> <td>1671</td> <td>\$100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1971</td> <td>553</td> <td>292</td> <td>\$200</td> <td>TD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> <p><small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small></p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/27/2018	7961	250	\$35,000	WD	<a href="#">View Instr</a>	05/16/2018	7902	123	\$100	CT	<a href="#">View Instr</a>	02/1999	5900	1095	\$100	WD	<a href="#">View Instr</a>	07/1998	4281	1671	\$100	WD	<a href="#">View Instr</a>	01/1971	553	292	\$200	TD	<a href="#">View Instr</a>	<p><b>2018 Certified Roll Exemptions</b></p> <p>None</p> <hr/> <p><b>Legal Description</b></p> <p>BEG 20 FT S OF CENTER LI OF JOHNSON AVE ON W LI OF SEC E 256 FT FOR POB CONT E 74 FT S AT RT ANG 275 FT W 74 FT N...</p> <hr/> <p><b>Extra Features</b></p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																
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01/1971	553	292	\$200	TD	<a href="#">View Instr</a>																																

**Parcel Information**

**Section Map Id:** [17-1S-30-1](#)

**Approx. Acreage:** 0.4700

**Zoned:** MDR

**Evacuation & Flood Information**  
[Open Report](#)

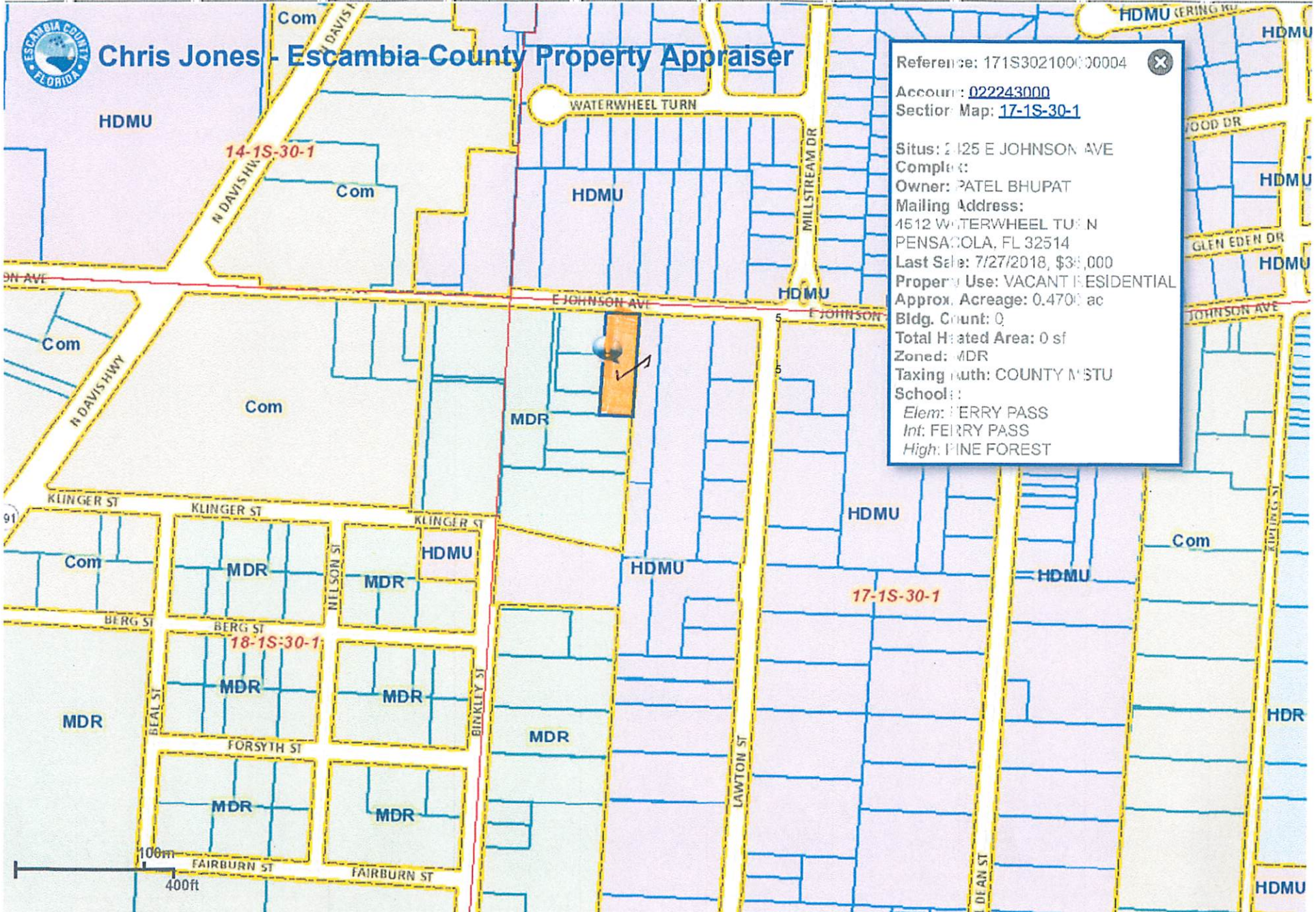
[Launch Interactive Map](#)

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

Buildings  
Images



# Chris Jones - Escambia County Property Appraiser



Reference: 171S30210000004 ✕

Account: [022243000](#)

Section Map: [17-1S-30-1](#)

Situs: 2125 E JOHNSON AVE

Complex:

Owner: PATEL BHUPAT

Mailing Address:  
4512 WATERWHEEL TURN  
PENSACOLA, FL 32514

Last Sale: 7/27/2018, \$38,000

Property Use: VACANT RESIDENTIAL

Approx. Acreage: 0.4700 ac

Bldg. Count: 0

Total Heated Area: 0 sf

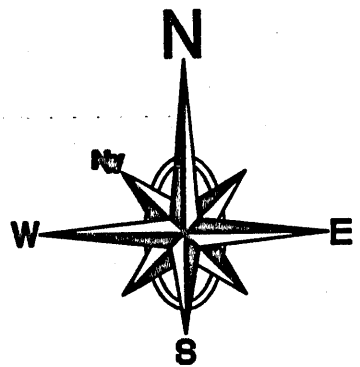
Zoned: MDR

Taxing Auth: COUNTY MSTU

Schools:  
Elem: FERRY PASS  
Int: FERRY PASS  
High: FINE FOREST

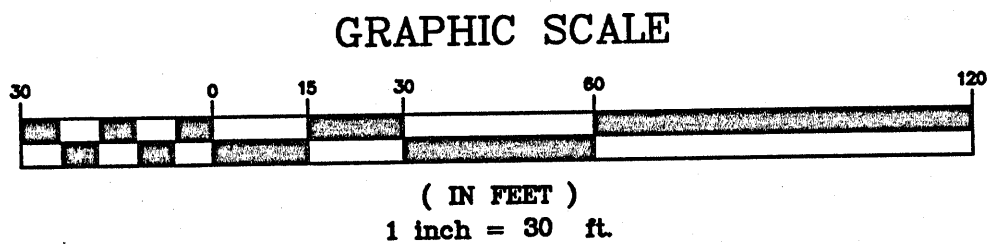


# BOUNDARY WITH IMPROVEMENTS AND TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA



POINT OF COMMENCEMENT  
THE NORTHWEST CORNER OF SECTION 17,  
TOWNSHIP 1 SOUTH, RANGE 30 WEST,  
ESCAMBIA COUNTY, FLORIDA

S 86°58'48" E 256.00' (D)  
NORTH LINE OF SECTION 17..



DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.  
NEW PARCEL CREATED AT THE CLIENT'S REQUEST  
DESCRIBED AS FOLLOWS:

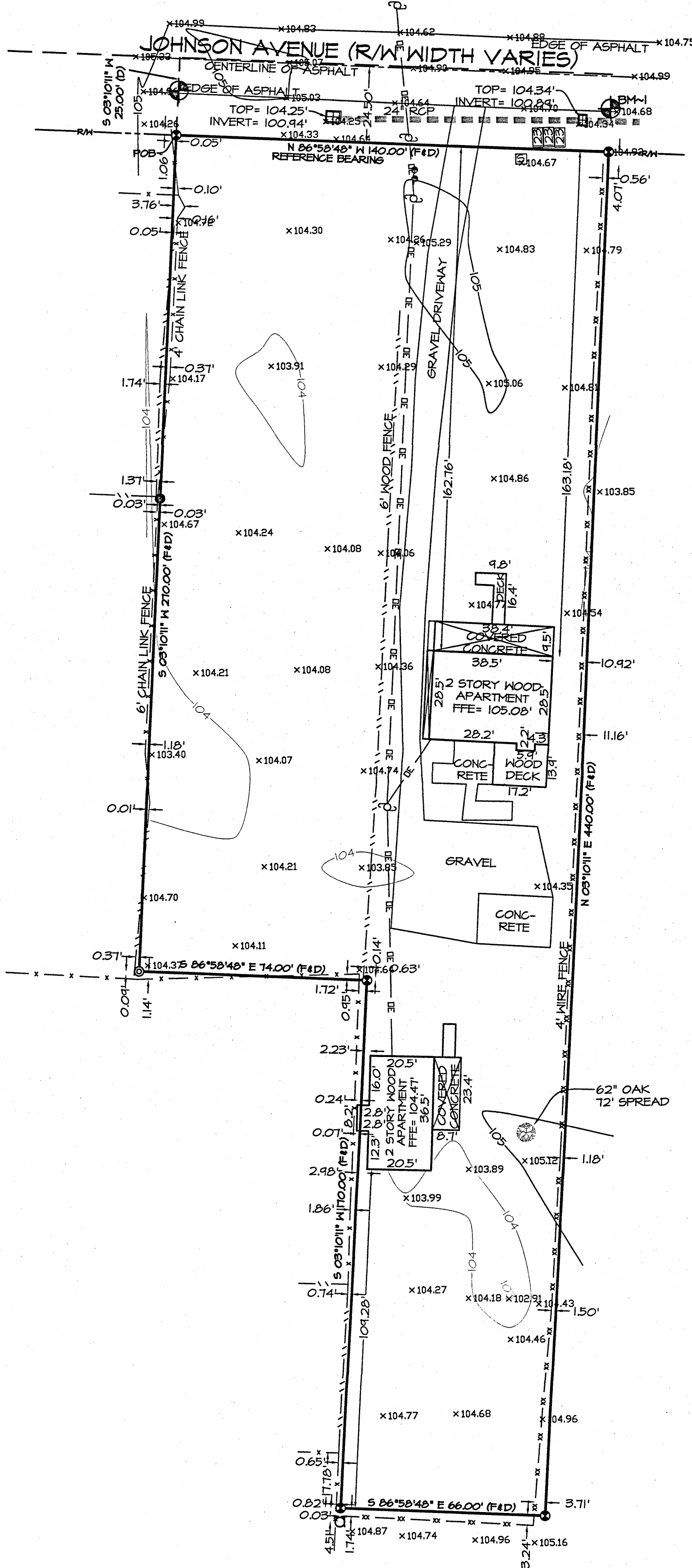
COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 86 DEGREES 58 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 256.00 FEET; THENCE GO SOUTH 03 DEGREES 10 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF JOHNSON AVENUE (R/W WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03 DEGREES 10 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 270.00 FEET; THENCE GO SOUTH 86 DEGREES 58 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 74.00 FEET; THENCE GO SOUTH 03 DEGREES 10 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 170.00 FEET; THENCE GO SOUTH 86 DEGREES 58 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 66.00 FEET; THENCE GO NORTH 03 DEGREES 10 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 440.00 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF JOHNSON AVENUE; THENCE GO NORTH 86 DEGREES 58 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.13 ACRES MORE OR LESS.

**GENERAL NOTES:**

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN DATUM 1983, STATE PLANE MAPPING ZONE FLORIDA NORTH 0903, LAMBERT PROJECTION AS ESTABLISHED ALONG THE NORTH LINE OF THE SUBJECT PROPERTY HAVING A BEARING OF SOUTH 86 DEGREES 58 MINUTES 48 SECONDS EAST.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0315 G, REVISED SEPTEMBER 24, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 - 5J-17.053 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES.
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.
14. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988, FROM ESCAMBIA COUNTY GEODETIC CONTROL POINT STAMPED "ESC 4075" HAVING A PUBLISHED ELEVATION OF 104.05 FEET.
15. THERE IS A 62" HERITAGE TREE ON THIS SITE THAT WAS FIELD LOCATED AND SHOWN HEREON.

**DENOTES:**

- ⊙ ~ 1/2" CAPPED IRON ROD, NUMBERED T2TI (PLACED)
- ⊙ ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
- ⊙ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
- ⊙ ~ ANGLE IRON, UNNUMBERED (FOUND)
- (D) ~ DEED INFORMATION
- (F) ~ FIELD INFORMATION
- P.O.B. ~ POINT OF BEGINNING
- ⊕ ~ BENCHMARK
- ⊙ ~ UTILITY POLE
- ⊙ ~ GUY ANCHOR
- ☐ ~ STORM WATER INLET
- ☐ ~ 4" SEWER STUB OUT
- ☐ ~ MAIL BOX



**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
742 BELGIUM CIRCLE, TALLAHASSEE, FLORIDA 32306

*Fred R. Thompson 57119*  
FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR  
REGISTRATION NUMBER 3027 CORP. NUMBER 7277  
STATE OF FLORIDA

2425 AND 2435 EAST JOHNSON AVENUE

**BENCHMARK DATA:**  
BM-1 NAIL AND DISK IN ASPHALT ROAD  
ELEVATION= 104.90' (NAVD88)  
BM-2 NAIL AND DISK IN ASPHALT ROAD  
ELEVATION= 105.21' (NAVD88)

This drawing is the property of NORTHWEST FLORIDA LAND SURVEYING, INC. and is not to be reproduced in whole or in part, or to be used for any other project, without the written consent of the firm.

INDEX 10	PROJECT NO. 22839	SHEETS 1 of 1	BOUNDARY WITH IMPROVEMENTS AND TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA PREPARED FOR: BHUPAT PATEL REQUESTED BY: RED FARRINGTON		SCALE 1"=30' CREW CHIEF RM DRAWN JAS CHECKED FRT DATE 5/7/19	NOT VALID, WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR	REVISIONS		
							NO.	DATE	APPR.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**INTEROFFICE MEMORANDUM**



**TO: Andrew Holmer, Division Manager  
Development Services Department**

**FROM: Terri V. Malone, AICP, Transportation Planner  
Transportation & Traffic Operations Division**

**THRU: David Forte, Division Manager  
Transportation & Traffic Operations Division**

**DATE: July 17, 2019**

**RE: Transportation & Traffic Operations (TTO) Comments – Z-2019-10**

TTO Staff has reviewed the Rezoning Case Z-2019-10 2425 East Johnson Avenue (MDR to HDMU), agenda item for the Planning Board meeting scheduled for August 6, 2019. Please see the below comments.

East Johnson Avenue is a two-lane local roadway. Near the parcel in question, The roadway is approximately 21 feet wide with varying right-of-way width of between 44 and 50 feet. 2425 East Johnson Avenue is roughly 1,123 feet east of Davis Highway.

Neither the County nor the Florida Department of Transportation have projects currently scheduled on this section of East Johnson Avenue.

Per the Florida-Alabama TPO's Congestion Management Process Plan, East Johnson Avenue is classified as an Urban Collector with a Maximum LOS of D and a corresponding daily volume threshold of 14,800. The 2018 daily volume on East Johnson Avenue was recorded as 5,500 vehicles.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

**cc: Horace Jones, Development Services Department Director  
Joy Jones, P.E., Engineering Department Director  
Allyson Lindsay, Development Services Department**

**19051734PPB**

07/25/2019 09:12 AM

2425 E JOHNSON AVE

Applicant:  
Professional Growth Management Services  
Buddy Page

**Project Type**

Type	Fee
Rezoning Request	\$1,275.50
Project Fee	\$84.50
<b>Total</b>	<b>\$1,360.00</b>

**Payments**

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
				<b>Total</b>	<b>\$0.00</b>
				<b>Discount Total</b>	<b>(\$0.00)</b>
				<b>Payment Amount</b>	<b>\$0.00</b>
				<b>Balance Due</b>	<b>\$0.00</b>

***THIS IS NOT A PERMIT.*** This receipt does not authorize you to begin construction of your project.

NAVY FEDERAL CREDIT UNION  
PO BOX 24626  
MERRIFIELD, VA 22119

ROUDABUSH DEBORA W  
4505 WATER WHEEL TURN  
PENSACOLA, FL 32514

HAZUCHA DENISE SUE  
2300 E JOHNSON AVE  
PENSACOLA, FL 32514

LANE

ATRIAL SYSTEMS LLC  
PO BOX 11727  
PENSACOLA, FL 32524

HUANG RICKY  
1658 CEDRUS LN  
PENSACOLA, FL 32514

SCARBROUGH JOHN T III  
4533 WATERWHEEL TURN  
PENSACOLA, FL 32514

FLORENCE SYLVIA A  
4537 WATERWHEEL TURN  
PENSACOLA, FL 32514

WIGGINS JOHN T  
4541 WATERWHEEL TURN  
PENSACOLA, FL 32514

BARRY LEASHA  
8413 MILLSTREAM DR  
PENSACOLA, FL 32514

SALIB FAMILY TRUST  
2300 ARRIVISTE WAY  
PENSACOLA, FL 32526

PENSACOLA LODGE NO 42 FREE AND  
ACCEPTED MASONS  
189 W AIRPORT BVLD  
PENSACOLA, FL 32505

WEST FLORIDA HOSPITAL INC  
PO BOX 80610  
INDIANAPOLIS, IN 46280

CROSBY HOLDINGS LLC  
5500 HWY 99  
MOLINO, FL 32577

PARIS RONAL SHARALYN  
2257 GREENBRIAR BLVD  
PENSACOLA, FL 32514

ROSS JANICE E  
8394 BINKLEY ST  
PENSACOLA, FL 32514-6014

GANDY AMELIA DE AN  
4529 WATER WHEEL TURN  
PENSACOLA, FL 32514

BALDWIN CONSTANCE D  
4521 WATER WHEEL TURN  
PENSACOLA, FL 32514

L M HOUSING LLC  
3200 E JOHNSON AVE  
PENSACOLA, FL 32514

PATE TERESA ELAINE  
8409 MILLSTREAM DR  
PENSACOLA, FL 32514

FETKE WILLIAM D  
4509 WATERWHEEL TURN  
PENSACOLA, FL 32514

CASSIANO CAROL LEE  
2328 E JOHNSON AVE  
PENSACOLA, FL 32514

ANDREASEN JOHN  
2285 E JOHNSON AVE  
PENSACOLA, FL 32504

ELLIS KATHLEEN S  
7526 SUNSHINE HILL RD  
MOLINO, FL 32577

SCOTT VICKEY K  
2407 E JOHNSON AVE  
PENSACOLA, FL 32514

ESCAMBIA COUNTY  
221 PALAFOX PL STE 420  
PENSACOLA, FL 32502

PRICE BOBBY B SR & GLORIA F  
4525 WATERWHEEL TURN  
PENSACOLA, FL 32514

HAMLIN MICHAEL N  
4517 WATERWHEEL TURN  
PENSACOLA, FL 32514

DE ZENZO LINDA D  
8030 ELESTRECHO DR  
PENSACOLA, FL 32514

DIGMAN KEVIN L  
14011 NEVILLE ROAD  
QUANTICO, VA 22134

PATEL BHUPAT  
4512 WATERWHEEL TURN  
PENSACOLA, FL 32514

MOORE DEBBIE LYNN  
8495 LAWTON ST  
PENSACOLA, FL 32514

COLLEY JIMMIE R  
5668 TOM SAWYER RD  
MILTON, FL 32583

JACKSON KATHLEEN T  
5505 AVON RD  
PENSACOLA, FL 32507

WILLIAMS NICOLAS W  
2484 E JOHNSON AVE  
PENSACOLA, FL 32514

DUCKWORTH KERSTIN A  
4201 OLYMPUS DR NE  
BREMERTON, WA 98310

FLAIM DEBRA  
2442 FLINTSTONE DR  
CANTONMENT, FL 32533

ANDERSON VIRGINIA B  
8375 LAWTON ST  
PENSACOLA, FL 32514

HINES SONJA S  
13485 BRASWELL RD  
ANDALUSIA, AL 36420

BENNETT LIVING TRUST  
4500 WATER WHEEL TURN  
PENSACOLA, FL 32514

PATEL NEIL BHUPAT  
4512 WATERWHEEL TRN  
PENSACOLA, FL 32514

JACOBSON TOBEN JOHN  
111 HANNAH ST  
PENSACOLA, FL 32534

SWEARINGEN CHARLOTTE  
8425 LAWTON ST  
PENSACOLA, FL 32514

MOYER MAVIS D  
8415 MILLSTREAM DR  
PENSACOLA, FL 32514

FLAAT RACHEL B  
8405 MILLSTREAM DR  
PENSACOLA, FL 32514

ISELL PEGGY J  
8400 MILLSTREAM DR  
PENSACOLA, FL 32514

BUCHANAN ANASTASIA L  
8405 LAWTON ST  
PENSACOLA, FL 32514

1 1999  
8385 LAWTON ST  
PENSACOLA, FL 32514

CAMERON CHRISTINE N 1/2 INT  
491 TANGLEWOOD DR  
PENSACOLA, FL 32503

JOAN MARIE  
8350 KIPLING ST  
PENSACOLA, FL 32514

WICKLINE MARSHA  
4940 SKIPPER LN  
PACE, FL 32571

HAMILTON ROSA MAE  
8385 B LAWTON ST  
PENSACOLA, FL 32514

WHITFIELD FAMILY TRUST  
8118 BINKLEY ST  
PENSACOLA, FL 32514

CORNISH ALMA R  
8404 MILLSTREAM DR  
PENSACOLA, FL 32514

HOMEOWNERS ASSOCIATION INC  
908 GARDENGATE CIR  
PENSACOLA, FL 32504

WADE MICHAEL ALLEN  
8365 LAWTON ST  
PENSACOLA, FL 32514

PATEL KALAVATI B  
4513 WATERWHELL TURN  
PENSACOLA, FL 32514

FERRY PASS VOLUNTEER FIRE DEPT INC  
2331 E JOHNSON AVE  
PENSACOLA, FL 32514



**Planning Board-Rezoning**

**6. D.**

**Meeting Date:** 08/06/2019

**CASE :** Z-2019-11

**APPLICANT:** Wiley C. "Budy" Page, Agent for David E and Willie P Bailey, Trustees

**ADDRESS:** 2001 W Nine Mile Rd

**PROPERTY REF. NO.:** 12-1S-31-1100-004-003

**FUTURE LAND USE:** MU-U, Mixed-Use Urban

**DISTRICT:** 3

**OVERLAY DISTRICT:** N/A

**BCC MEETING DATE:** 09/05/2019

**SUBMISSION DATA:**

**REQUESTED REZONING:**

**FROM:** HDMU, High Density Mixed use ( 25 du/acre)

**TO:** HC/LI, Heavy Commercial and Light Industrial district ( 25 du/acre)

**RELEVANT AUTHORITY:**

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

**APPROVAL CONDITIONS**

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

**Consistent with Comprehensive Plan**

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

**CPP FLU 1.3.1 Future Land Use Categories** The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential,

Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

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

## **FINDINGS**

The proposed amendment to HC/LI is **consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Comprehensive Plan allows for professional offices, light industrial, recreational facilities, public and civic. The parcel will utilize the existing public road, utilities, and infrastructure.

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

#### **Consistent with The Land Development Code**

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

#### **Sec. 3-2.9 High Density Mixed-use district (HDMU)**

**Purpose.** The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

#### **Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and

not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

**(b) Permitted uses.** Permitted uses within the HC/LI district are limited to the following:

**(1) Residential.** Any residential uses outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

**(2) Retail sales.** Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

**(3) Retail services.**

- a. Car washes, automatic or manual, full service or self-serve.
  - b. Child care facilities.
  - c. Hotels, motels and all other public lodging, including boarding and rooming houses.
  - d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.
  - e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
  - f. Rental of automobiles, trucks, utility trailers and recreational vehicles.
  - g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
  - h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.
  - i. Taxi and limousine services
- See also conditional uses in this district.

**(4) Public and civic.**

- a. Broadcast stations with satellite dishes and antennas, including towers.
  - b. Cemeteries, including family cemeteries.
  - c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
  - d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
  - e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
  - f. Funeral establishments.
  - g. Homeless shelters.
  - h. Hospitals.
  - i. Offices for government agencies or public utilities.
  - j. Places of worship.
  - k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.
- See also conditional uses in this district.

**(5) Recreation and entertainment.**

- a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district.  
Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
- b. Commercial recreation facilities, passive or active, including those for walking, hiking,

bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

**(6) Industrial and related.** The following industrial and related uses, except within MU-S.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

See also conditional uses in this district.

**(7) Agricultural and related.**

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

**(8) Other uses.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

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

**(1) Parcel previously zoned GBD within the MU-S FLU along Hwy 29 or SR 95A.** Parcels previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A

**(2) Proximity to intersection.** Along an arterial street and within one-quarter mile of its intersection with an arterial street.

**(3) Site design.** Along an arterial street, no more than one-half mile from its intersection

with an arterial street, and all of the following site design conditions:

- a. Not abutting a RR, LDR or MDR zoning district
- b. Any intrusion into a recorded residential subdivision is limited to a corner lot
- c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics. more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
- d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
- e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(4) Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

- a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
- b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel meets locational criteria as per Section 3-2.11(e) . The requested zoning is located along Nine Mile Road, an arterial road within one-quarter mile of its intersection, Pine Forest Road. The proposed amendment would allow new development to be constructed that could be consistent with the existing businesses within the area along Nine Mile Road. The area has established non-residential uses and this amendment would constitute infill development of similar intensity as on surrounding parcels while promoting compact development near the major intersection of Nine Mile and Pine Forest.

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

#### **Compatible with surrounding uses**

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

## **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500 radius impact area, staff observed properties with zoning districts HDMU, Commercial, MDR and HC/LI. The Land Development Code (LDC) for generally states that rezoning to HC/LI is appropriate to provide transitions between areas zoned commercial or used for commercial and industrial with the intent to avoid undersirable effects on nearby property and residential uses. The majority of the parcels along Nine Mile Road are zoned HC/LI with commercial uses, as well as some commercially zoned parcels on the north side of Nine Mile Road.

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

**Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

**As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or “spot” zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

#### **FINDINGS**

The requested zoning district **would not** be spot zoning due to the fact the area consists of HC/LI and Commercial zoned parcels along Nine Mile Road. Any future development must go through the Development Review process to address all site and building requirements.

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

##### **Appropriate with changed or changing conditions.**

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

#### **FINDINGS**

The land uses or development conditions within the area surrounding the property of rezoning are changing with the road improvements to Nine Mile Road as well as the increase in commercial and residential development along Nine Mile Road. The request to rezone to HC/LI would be consistant to the majority of the commercial development with the area of the subject parcel.

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## Attachments

Workiing case file11

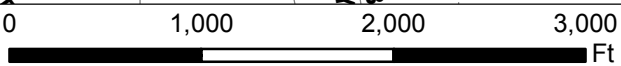
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Z-2019-11






# Z-2019-11 LOCATION MAP

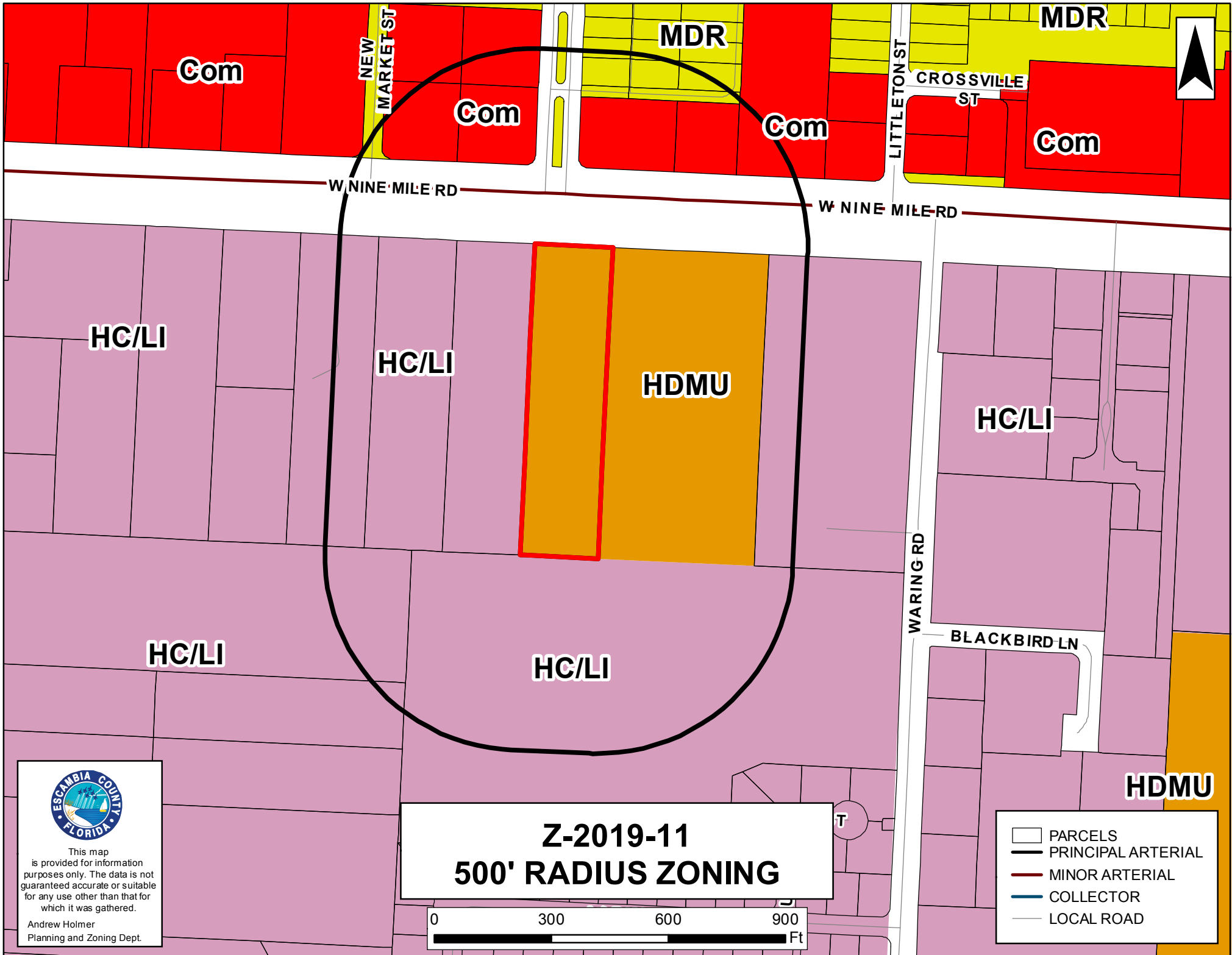


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer  
Planning and Zoning Dept.



Com

NEW MARKET ST

Com

MDR

MDR

CROSSVILLE ST

Com

LITTLETON ST

Com

W NINE MILE RD

W NINE MILE RD

HC/LI

HC/LI

HDMU

HC/LI


HC/LI

HC/LI

WARING RD

BLACKBIRD LN

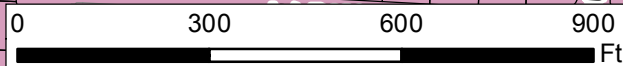
HDMU






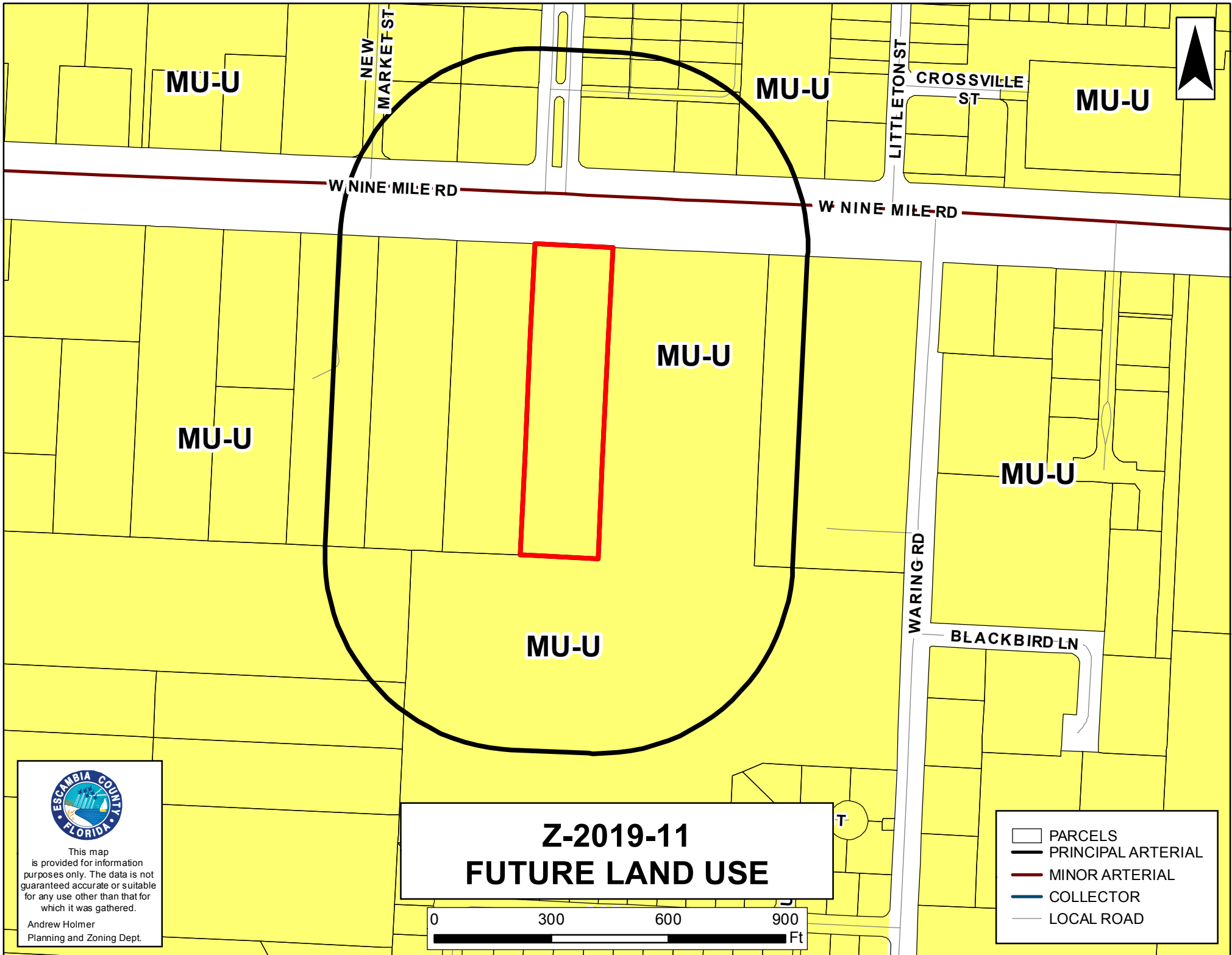
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

**Z-2019-11**  
**500' RADIUS ZONING**



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



MU-U

NEW MARKET ST

MU-U

CROSSVILLE ST

MU-U

LITTLETON ST

W NINE MILE RD

W NINE MILE RD

MU-U


MU-U

MU-U

MU-U

WARING RD

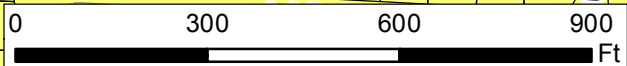
BLACKBIRD LN








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

Andrew Holmer  
Planning and Zoning Dept.

**Z-2019-11  
FUTURE LAND USE**



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

W NINE MILE RD



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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2019-11 AERIAL MAP



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



# NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2019-11

CURRENT ZONING: HDMU PROPOSED ZONING: HC/LI

## PLANNING BOARD

DATE: 08/06/19 TIME: 8:30 AM

### LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3369 WEST PARK PLACE  
BOARD MEETING ROOM

## BOARD OF COUNTY COMMISSIONERS

DATE: 09/05/19 TIME: 5:45 PM

### LOCATION OF HEARING

ERNIE LEE MACANA GOVERNMENT BLDG  
221 PALATKA PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES AT 585-3478 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
A COUNTY

Public Hearing sign



Looking into subject property



Another view into subject  
parcel from entrance



Looking across Nine Mile Rd from subject parcel





Looking west from parcel



**NOTICE OF PUBLIC HEARING REZONING**

Case No: **20200118**

CLERK OF COURSE: **TERENCE PROFFER**  
COMMISSIONER: **TERENCE PROFFER**

**PLANNING BOARD**

**WED. 6:00 PM - 7:00 PM**

**LOCATION OF HEARING**  
PLANNING BOARD MEETING ROOM, COUNTY COMPLEX  
200 WEST WASHINGTON ST.  
DUNEDIN, FLORIDA 34628

**BOARD OF COUNTY COMMISSIONERS**

**DATE: ~~20200623~~ TUES. 6:00 PM**

**LOCATION OF HEARING**  
PLANNING BOARD MEETING ROOM, COUNTY COMPLEX  
200 WEST WASHINGTON ST.  
DUNEDIN, FLORIDA 34628

FOR MORE INFORMATION, CALL:  
PLANNING & SERVICES DIVISION AT 813-947-1111  
WWW.PLANFLA.COM

PLANNING BOARD MEETING THIS DATE  
IS OPEN TO THE PUBLIC.

Looking east from parcel

Wiley C. "Buddy" Page, MPA, APA  
Professional Growth Management Services, LLC  
5337 Hamilton Lane Pace, Florida 32571  
Cell 850.232.9853  
[budpagel@att.net](mailto:budpagel@att.net)

May 16, 2019  
VIA HAND DELIVERY

Mr. Horace Jones, Director  
Department of Growth Management  
3363 West Park Avenue  
Pensacola, Florida 32505

**RE: Rezoning request: HDMU to HC/LI**  
**Parcel: 12-1S-31-1100-004-003**  
**Owner: Bailey Family Trust**  
**Address: 2001 West Nine Mile Road Pensacola**

Dear Mr. Jones:

The attached application requests Planning Board consideration to change the existing HDMU to HC/LI zoning.

The application contains the required filing fee together with additional information regarding location, proof of ownership and referenced materials. Please contact me if you have any questions or require anything further. Thank you.

Very truly yours,



Wiley C. "Buddy" Page

copy: David Bailey



### 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>

19051734PPB

### Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2019-19 Accepted by: A.L PB Meeting: 8/6/19

**1. Contact Information:**

**A. Property Owner/Applicant:** David E. and Willie P. Bailey, Trustees

Mailing Address: 2251 Banquos Trail Pensacola, Florida 32503

Business Phone: \_\_\_\_\_ Cell: 850-232-9853

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

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

Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

Business Phone: 850-232-9853 Cell: \_\_\_\_\_

Email: budpage1@att.net

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

**2. Property Information:**

**A. Existing Street Address:** 2001 West Nine Mile Road Pensacola, FL 32534

Parcel ID (s): 12-1S-31-1100-004-003

**B. Total acreage of the subject property:** 3.76

**C. Existing Zoning:** HD-MU

Proposed Zoning: HC/LI; explain why necessary and/or appropriate  
Buyer's use not identified in HD-MU allowed uses; and is listed within HC/LI list.

FLU Category: MU-U

D. Is the subject property developed (if yes, explain): \_\_\_\_\_  
Former RV / Tr. Park  
\_\_\_\_\_

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

3. **Amendment Request**

**Approval conditions.** The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

**Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)**

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

Proposed zoning is consistent with Sec. 3-1.3(h) Zoning Implementation of FLU found at page pg 86. Within the MU-U FLU categories, the requested HC/LI is shown as being an allowed zoning category within the MU-U allowed listings.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

The LDC Sec. 3-2.11 states the purpose and intent of HC/LI is to allow more intense uses than otherwise allowed within the Commercial land use category. The requested category will be consistent with the existing cementary located adjacent and east and south of the subject property together with the existing HC/LI property located adjacent and west of the property.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

The requested HC/LI zoning will be compatible with surrounding properties which is an existing cemetery use to the east and south of the site and the adjacent property to the west is currently zoned HC/LI, which is the same zoning category as is being requested herewith.

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- d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

*As per LDC Chapter 6, Spot Zoning is: Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

Adjacent property west of the subject site is currently zoned HC/LI suggesting that an additional HC/LI will be consistent and not spot zoning.

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- e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

This area of Nine Mile Road is developing with a variety of new commercial and residential uses together with the roadway being upgraded by FDOT to a four lane facility.

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

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Property Reference Number(s): 12-1S-31-1100-004-003

Property Address: 2001 West Nine Mile Road

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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 19 DAY OF JUNE, YEAR OF 2019

David E. Bailey  
Signature of Property Owner

David E. Bailey  
Printed Name of Property Owner

6/19/19  
Date

Willie P. Bailey  
Signature of Property Owner

Willie P. Bailey  
Printed Name of Property Owner

6/19/19  
Date

Dan Bailey

DANIEL BAILEY

6/19/19

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

As owner of the property located at 2001 West Nine Mile Road  
Pensacola, FL 32534, Florida, property reference number(s) 12-1S-31-1100-004-003

I hereby designate Wiley C. "Buddy" Page  
for the sole purpose of completing this application and making  
a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on  
the above referenced property. This Limited Power of Attorney is granted on this \_\_\_\_\_ 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: Wiley C. "Buddy" Page Email: budpage1@att.net  
Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850 232-9853

David E. Bailey  
Signature of Property Owner

David E. Bailey  
Printed Name of Property Owner

6/19/19  
Date

Willie P. Bailey  
Signature of Property Owner

Willie P. Bailey  
Printed Name of Property Owner

6/19/19  
Date

Daniel Bailey  
Signature of Property Owner

DANIEL BAILEY  
Printed Name of Property Owner

6/19/19  
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19 day of June 2019,  
by David E. Bailey; Willie P. Bailey

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

Dana A. Perkins  
Signature of Notary

Dana A. Perkins  
Printed Name of Notary





5. Submittal Requirements

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

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

**Note: Application fees include a \$5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).**

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.

David E. Bailey  
Signature of Owner/Agent

Willie P. Bailey  
Signature of Owner

David E. Bailey  
Printed Name Owner/Agent

Willie P. Bailey  
Printed Name of Owner

6/19/19  
Date

6/19/19  
Date

STATE OF Florida COUNTY OF Escambia  
was acknowledged before me this 19 day of June 20 19, by David E. Bailey

The foregoing instrument was acknowledged before me by David E. Bailey

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

Dana A. Perkins  
Signature of Notary

Dana A. Perkins  
Printed Name of Notary



David E. Bailey



# Chris Jones Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
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← Navigate Mode  Account  Reference →

[Printer Friendly Version](#)

<p><b>General Information</b></p> <p><b>Reference:</b> 1215311100004003  <b>Account:</b> 090475000  <b>Owners:</b> BAILEY DAVID E &amp; WILLIE P TRUSTEES FOR BAILEY FAMILY TRUST 2/3 INT                  BAILEY DONALD S 1/3 INT  <b>Mail:</b> 2251 BANQUOS TRL                  PENSACOLA, FL 32503  <b>Situs:</b> 2001 W NINE MILE RD 32534  <b>Use Code:</b> MOBILE HOME PARKS   <b>Taxing Authority:</b> COUNTY MSTU  <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>                  Tax Inquiry link courtesy of Scott Lunsford                  Escambia County Tax Collector</p>	<p><b>Assessments</b></p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$379,845</td> <td>\$58,200</td> <td>\$438,045</td> <td>\$438,045</td> </tr> <tr> <td>2017</td> <td>\$379,845</td> <td>\$43,700</td> <td>\$423,545</td> <td>\$423,545</td> </tr> <tr> <td>2016</td> <td>\$379,845</td> <td>\$43,700</td> <td>\$423,545</td> <td>\$423,545</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1/Portability Calculations</a></p> <p>➤ <a href="#">File for New Homestead Exemption Online</a></p>	Year	Land	Imprv	Total	Cap Val	2018	\$379,845	\$58,200	\$438,045	\$438,045	2017	\$379,845	\$43,700	\$423,545	\$423,545	2016	\$379,845	\$43,700	\$423,545	\$423,545
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2018	\$379,845	\$58,200	\$438,045	\$438,045																	
2017	\$379,845	\$43,700	\$423,545	\$423,545																	
2016	\$379,845	\$43,700	\$423,545	\$423,545																	

<p><b>Sales Data</b></p> <p style="text-align: right;">MLS Listing #538256</p> <table border="1"> <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>07/2003</td> <td>5189</td> <td>1058</td> <td>\$100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>07/1986</td> <td>2258</td> <td>228</td> <td>\$100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>08/1985</td> <td>2102</td> <td>927</td> <td>\$145,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1973</td> <td>701</td> <td>350</td> <td>\$67,000</td> <td>WD</td> <td><a href="#">View Instr</a></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)	07/2003	5189	1058	\$100	WD	<a href="#">View Instr</a>	07/1986	2258	228	\$100	WD	<a href="#">View Instr</a>	08/1985	2102	927	\$145,000	WD	<a href="#">View Instr</a>	01/1973	701	350	\$67,000	WD	<a href="#">View Instr</a>	<p><b>2018 Certified Roll Exemptions</b> None</p> <hr/> <p><b>Legal Description</b> </p> <p>BEG 100 FT S AND 1606 FT E OF NW COR OF SEC ELY 200 FT SLY 800 FT WLY 200 FT NLY 800 FT TO POB PLAT DB 67 P 345 OR...</p> <hr/> <p><b>Extra Features</b>                  FRAME BUILDING                  FRAME SHED                  OPEN PORCH                  SITE VALUE</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
07/2003	5189	1058	\$100	WD	<a href="#">View Instr</a>																										
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01/1973	701	350	\$67,000	WD	<a href="#">View Instr</a>																										

**Parcel Information** [Launch Interactive Map](#)

**Section Map Id:**  
12-1S-31-1

**Approx. Acreage:**  
3.6700

**Zoned:**   
HDMU

**Evacuation & Flood Information**  
[Open Report](#)

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

Buildings  
Images

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**INTEROFFICE MEMORANDUM**



**TO: Andrew Holmer, Division Manager  
Development Services Department**

**FROM: Terri V. Malone, AICP, Transportation Planner  
Transportation & Traffic Operations Division**

**THRU: David Forte, Division Manager  
Transportation & Traffic Operations Division**

**DATE: July 17, 2019**

**RE: Transportation & Traffic Operations (TTO) Comments – Z-2019-11**

TTO Staff has reviewed the Rezoning Case Z-2019-11 2001 West Nine Mile Road (HDMU to HC/LI), agenda item for the Planning Board meeting scheduled for August 6, 2019. Please see the below comments.

West Nine Mile Road is a three-lane roadway (2 travel lanes and a continuous left turn lane) and five-foot paved shoulders. Near the parcel in question, the traveling roadway width is approximately 34 feet and a right-of-way width of 200 feet.

The Florida Department of Transportation (FDOT) is currently conducting a major project which will four-lane divide Nine Mile Road from US 29 to Beulah Road. Completion of this section of the project is scheduled for next summer.

Per the Florida-Alabama TPO's Congestion Management Process Plan, West Nine Mile Road is classified as a Minor Arterial with a Maximum LOS of D and a corresponding daily volume threshold of 17,700. The daily volume on this section of West Nine Mile Road is 25,500 and is well over capacity.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

**cc: Horace Jones, Development Services Department Director  
Joy Jones, P.E., Engineering Department Director  
Allyson Lindsay, Development Services Department**



OR BK 5189 PG1058  
Escambia County, Florida  
INSTRUMENT 2003-121706

DEED DOC STAMPS PD & ESC CO \$ 0.70  
07/16/03 PRNIE HEE HARRIS, CLERK  
By: 

5  
6  
24.70  
24.70  
24.70  
24.70

Prepared by: ✓  
Thurston A. Shell, of  
Shell, Fleming, Davis & Menge  
9th Floor, Seville Tower  
P.O. Box 1831  
Pensacola, Florida 32591-1831

DEED TO TRUST

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

DAVID E. BAILEY, also known as David E. Bailey, Sr., and WILLIE P. BAILEY, husband and wife, in consideration of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby bargain, sell, grant and convey to DAVID E. BAILEY and WILLIE P. BAILEY, Trustees, as tenants in common, whose address is 2251 Banquos Trail, Pensacola, Florida 32503, or their successor trustees under the BAILEY FAMILY REVOCABLE LIVING TRUST, dated the 7th day of July, 2003, the property in Escambia County, Florida described on Schedule A, pages 2, 3 and 4 attached hereto,

Together with all and singular the lands, tenements and hereditaments thereunto appertaining, to have and to hold unto the Grantees, their successors and assigns.

As to Parcel 5, the home at 2251 Banquos Trail, Grantors, or the survivor of the two, retain a life estate in said property.

In the event of the resignation, death or inability of either trustee, then the remaining trustee shall serve as sole trustee. The trustees are vested with full rights of ownership over said property or the interest therein, with full power and authority to deal in and with said property. The Trustees and successor trustees are conferred pursuant to the requirements of Florida Statute 689.071, with the full power and authority to either protect, conserve, and to sell or to lease, or to encumber or otherwise manage and dispose of said real property.

PARCEL 1-1018 Creighton Road, Escambia County Property  
Appraiser's Parcel ID #30-1S-30-7902-170-012

Lots 17 and 18, Block 12, Ferry Pass Heights, Plat Book 2, page  
15, Escambia County, Florida, LESS public road right-of-way and  
parcels previously conveyed.

PARCEL 2-630 Burgess Road, Escambia County Property Appraiser's  
Parcel ID #30-1S-30-5102-000-000

An undivided 1/2 interest in the East 125 feet of the West 1152.1  
feet of the North 647 feet of Government Lot 5, Section 30,  
Township 1 South, Range 30 West, Escambia County, Florida, being  
Lot 10 of an unrecorded plat of a portion of said Government Lot  
5.

PARCEL 3-3021 North Palafox, Escambia County Property Appraiser's  
Parcel ID #18-2S-30-1001-000-000

An undivided 1/3 interest in: Begin at the Northeast corner of  
Section 18, Township 2 South, Range 30 West, Escambia County,  
Florida; thence S 87 degrees 12 minutes West along the North line  
of said Section 60.31 feet to the Southwesterly line of Palafox  
Street (66'RW); thence S 41 degrees 3 minutes East along said R/W  
for 49.4 feet to the Southerly R/W of Pottery Plant Road (now  
Fairfield Drive) for the point of beginning; continue same course  
along Palafox Highway 193 feet; thence South 48 degrees 56  
minutes West 300 feet to a point 35.2 feet East of the West line  
of the East 1/2 of the section; thence West 35.2 feet to the West  
line of the East 1/2 of the section; thence North 345.45 feet to  
the South line of Pottery Plat Road (now Fairfield Drive); thence  
North 87 degrees 12 minutes East along said right of way 122.1  
feet on an angle point in the right of way; thence South 79  
degrees 39 minutes East along said right of way 25.17 feet to the  
Southwesterly right of way line of Palafox Highway and the point  
of beginning. ALSO Lots 6 through 10, Block 60 lying East of the  
railroad right of way and Lots 11 through 20, Block 67, Englewood  
Heights per plat recorded in Deed Book 59, page 107, Escambia  
County, Florida; ALSO the North 1/2 of alley adjacent to said  
lots.

PARCEL 4-2000 West Nine Mile Road, Flamingo Trailer Park  
property; Escambia County Property Appraiser's Parcel ID No. 12-  
1S-31-1100-004-003

An undivided 2/3 interest in:

Commencing at the Northwest corner of the Northwest quarter of Section 12, Township 1 South, Range 31 West; thence running Easterly along the North line of Section 12, Township 1 South, Range 31 West 1606 feet; thence Southerly at right angle 100 feet to a point in the South right-of-way line of West Nine Mile Road for the point of beginning of this description; thence Easterly 200 feet with the South right-of-way line at right angle; thence Southerly at right angle 800 feet; thence Westerly at right angle 200 feet; thence Northerly at right angle 800 feet to the point of beginning, all lying and being in the Northwest quarter of Section 12, Township 1 South, Range 31 West, Escambia County, Florida.

PARCEL 5-Home at 2251 Banquos Trail, Property Appraiser's ID #33-1S-30-9000-031-004;

A PARCEL OF LAND BEING PARTLY IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 29 WEST, IN THE J. MIRALLA GRANT, AND PARTLY IN SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, IN THE JOSEPH PHILLIPS GRANT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS: BEGIN AT A POINT WHERE THE NORTH LINE OF FIFTEENTH STREET OF THE SUBDIVISION OF EAST PENSACOLA INTERSECTS WITH THE WEST LINE OF PERRY AVENUE OF SAID SUBDIVISION; THENCE RUN ALONG AN EXTENSION OF THE WEST LINE OF SAID PERRY AVENUE IN A NORTHERLY DIRECTION 2380 FEET TO A STAKE; THENCE RUN WESTERLY AT RIGHT ANGLE TO THE SAID EXTENSION OF THE WEST LINE OF PERRY AVENUE 922 FEET TO POINT "A"; THENCE SOUTH 17 DEGREES WEST 104 AND 57/100 FEET TO POINT "B"; THENCE WEST 240 FEET, MORE OR LESS, TO A POINT ON THE SHORELINE OF BAYOU TEXAR FOR THE STARTING POINT OF THIS DESCRIPTION; FROM SAID STARTING POINT; THENCE IN REVERSE RUN EAST 240 FEET, MORE OR LESS, TO SAID POINT "B"; THENCE SOUTH 17 DEGREES WEST 104 AND 57/100 FEET TO POINT "C"; THENCE WEST 260 FEET, MORE OR LESS, TO A POINT ON THE SHORE LINE OF SAID BAYOU TEXAR; THENCE NORTHEASTWARDLY ALONG SAID SHORELINE TO THE POINT OF BEGINNING; ALSO, THAT PORTION OF THE J. MIRALLA GRANT, SECTION 2 AND THE JOSEPH PHILLIPS GRANT, SECTION 5, IN TOWNSHIP 2 SOUTH, RANGE 29 WEST, IN ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: A 15 FOOT STRIP OF LAND RUNNING WESTERLY FROM THE PRIVATE 40 FOOT ROAD ON THE EAST TO THE SHORE OF BAYOU TEXAR ON THE WEST, AND ADJOINING THE SOUTH LINE OF THE PROPERTY DEEDED BY STEPHEN LEE TO GERTRUDE RHEA AND GERTHARINE TUNSTALL, BY DEED RECORD RECORDED IN DEED BOOK 353 AT PAGE 147 OF THE RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA; AND

A PORTION OF LOT 3, BLOCK 4, ACCORDING TO THE PLAT OF BIRNAM WOODS SUBDIVISION AS FILED IN PLAT BOOK 5, AT PAGE 19 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID BLOCK FOR THE BEGINNING; THENCE SOUTH 17 DEGREES 40 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF PROPERTY DESCRIBED IN DEEDS RECORDED IN DEED BOOK 153, AT PAGE 147, AND DEED BOOK

439, AT PAGE 453, ALL OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR A DISTANCE 120.25 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50 FEET, WHICH RADIUS IS AT A RIGHT ANGLE TO THE ABOVE DESCRIBED LINE; FOR AN ARC LENGTH OF 80 FEET; THENCE NORTHERLY FOR DISTANCE OF 88.75 FEET TO A POINT ON THE NORTH LINE OF THE SAID LOT SAID POINT BEING 20.00 FEET FROM THE NORTHWESTERLY CORNER OF THE SAID LOT; THENCE NORTH 89 DEGREES 20 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS

A PARCEL OF LAND LYING IN SECTIONS 2 & 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT AN EXISTING NAIL IN A CONCRETE DRIVEWAY MARKING THE NORTHEAST CORNER OF LOT 7, BLOCK 3 OF BIRNAM WOODS, ACCORDING TO PLAT RECORDED IN PLAT BOOK 6 AT PAGE 19 OF THE PUBLIC RECORDS OF SAID COUNTY, FOR THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 79.14 FEET, A DELTA ANGLE OF 90°40'54" AND A CHORD BEARING OF NORTH 67°35'37" EAST FOR A CHORD DISTANCE OF 71.13 FEET TO AN EXISTING 1/2" PIPE ON THE WEST RIGHT-OF-WAY LINE OF BANQUO'S COURT (40' RIGHT-OF-WAY); THENCE NORTH 06°31'23" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 89.59 FEET TO AN EXISTING 4" BY 4" CONCRETE MONUMENT (UNMARKED) MARKING THE SOUTHEAST CORNER OF LOT 1 FIRST EDITION TO BIRNAM WOODS, ACCORDING TO PLAT RECORDED IN PLAT BOOK 10, PAGE 28 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°48'39" WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 244.83 FEET TO AN EXISTING 1/2" PIPE; THENCE CONTINUE SAME COURSE A DISTANCE OF 35.00 FEET, MORE OR LESS, TO THE WATERS EDGE OF BAYOU TEXAR; THENCE MEANDER SOUTHWESTERLY ALONG THE WATERS EDGE OF SAID BAYOU TEXAR A DISTANCE OF 140.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 7, BLOCK 3 OF BIRNAM WOODS; THENCE SOUTH 80°20'00" EAST ALONG SAID NORTH LINE OF SAID LOT 7 A DISTANCE OF 35.00 FEET, MORE OR LESS, TO AN EXISTING 1/2" IRON ROD; THENCE CONTINUE SAME COURSE A DISTANCE OF 272.85 FEET TO THE POINT OF BEGINNING.


RCD Jul 16, 2003 05:00 pm  
Escambia County, Florida

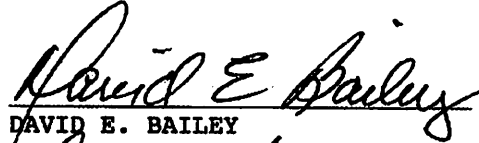
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-121706

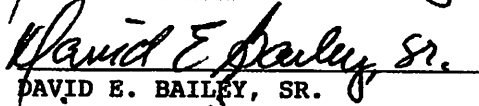


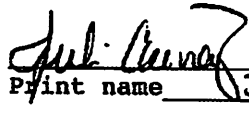
IN WITNESS WHEREOF, Grantors have executed this instrument  
this 7th day of July, 2003.

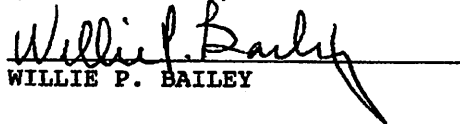
Executed in the presence of:

  
Print name Linda E. White

  
DAVID E. BAILEY

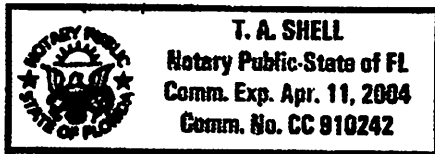
  
DAVID E. BAILEY, SR.

  
Print name Juli Carney

  
WILLIE P. BAILEY

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this  
7th day of July, 2003 by David E. Bailey, also known as David  
E. Bailey, Sr., and Willie P. Bailey, husband and wife; they are  
personally known to me or have produced driver's licenses for  
identification purposes.

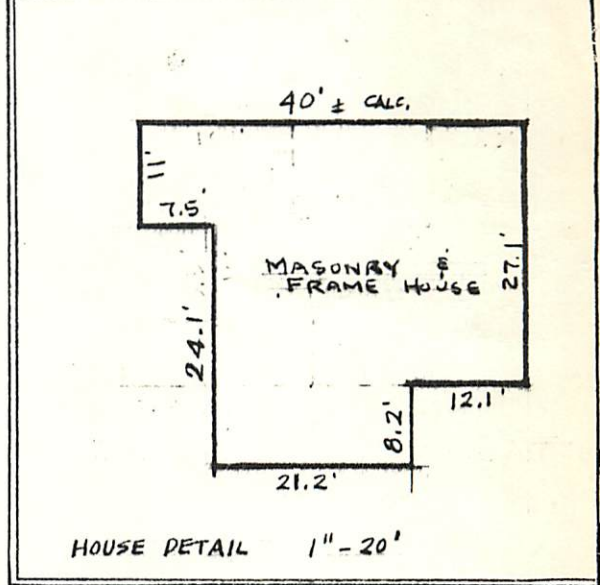
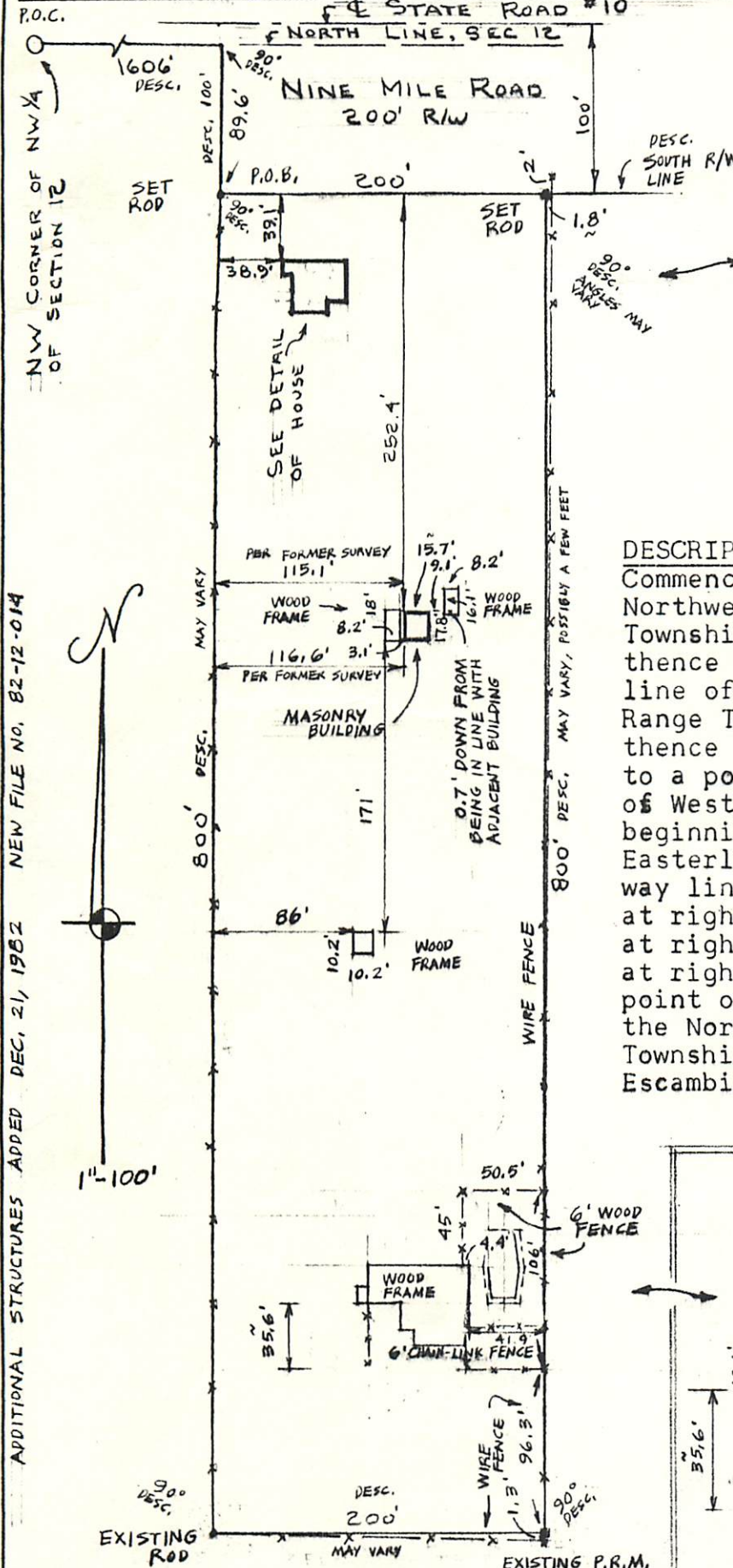


  
Notary Public  
Print name T. A. Shell  
My commission expires: 4/11/04

T. F. Benson

Registered Engineer & Land Surveyor

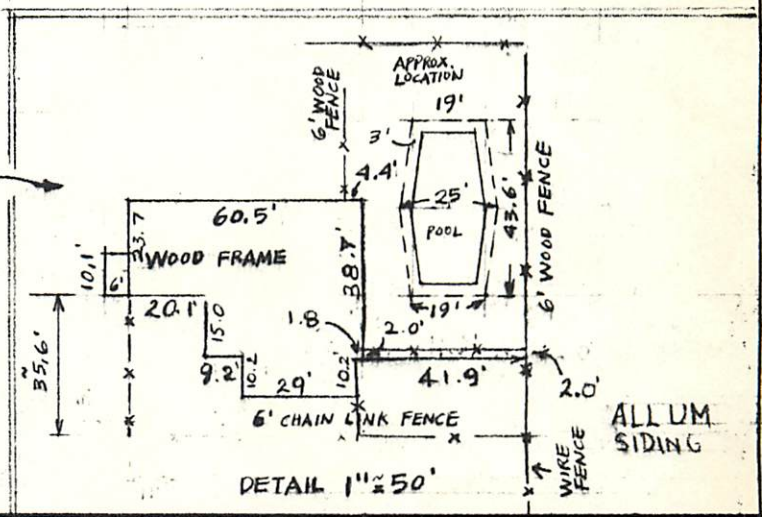
107 N. PALAFOX ST., P.O. BOX 111, PENSACOLA, FL, 32591



DESCRIPTION:

Commencing at the Northwest corner of the Northwest Quarter (NW¼) of Section 12, Township One (1) South, Range 31 West, thence running Easterly along the North line of Section 12, Township One (1) South Range Thirty-One (31) West 1606 feet; thence Southerly at right angle 100 feet to a point in the South right-of-way line of West Nine Mile Road for the point of beginning of this description; thence Easterly 200 feet with the South right-of-way line at right angle; thence Southerly at right angle 800 feet; thence Westerly at right angle 200 feet; thence Northerly at right angle 800 feet; thence to the point of beginning, all lying and being in the Northwest Quarter (NW¼) of Section 12, Township One South, Range Thirty One West, Escambia County, Florida.

ADDITIONAL STRUCTURES ADDED DEC. 21, 1982 NEW FILE NO. 82-12-014



DESCRIPTION RECERTIFICATION OF 82-12-14 ON 8-2-85  
 See above NEW FILE NO: 85-07-049  
 SEC. 12 TWP. 1-S RGE. 31-W RECORDED \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 ENCROACHMENTS None  
 SCALE 1"=100' DATE Apr 26, 1962  
 OWNER Addie J. White  
 ORDERED BY Mutual Federal  
 FILE NO. 62-04-032  
 I HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 Thomas Benson  
 REGISTERED SURVEYOR No. 1041 STATE OF FLORIDA

RECERTIFIED 8-2-85  
 RECERTIFIED 12/21/82  
 NEW FILE NO. 82-12-014

MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.07, FLORIDA STATUTES, EXCEPT APPAR. 6.02(7), 6.03(4, 6, 7, 20) ±



*Bairly*

PLANNING BOARD  
REZONING PRE-APPLICATION SUMMARY FORM

12-15-31-1100-004-003  
Property Reference Number

Buddy Page  
Name

2001 W 9 Mile Rd  
Address

Owner  Agent

Referral Form Included? **Y** **(N)**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: \_\_\_\_\_
- Redevelopment Area\*: N/A

PROPERTY INFORMATION

Current Zoning: ADMU Size of Property: 3.67 +/-  
 Future Land Use: MU-U Commissioner District: 3  
 Overlay/AIPD: N/A Subdivision: \_\_\_\_\_  
 Sanitary Sewer \_\_\_\_\_ Septic Tank \_\_\_\_\_

\*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: HC/L1

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? \_\_\_\_\_

Applicant wants to rezone for selling purposes to be  
consistent w/ majority of parcels adjoining to west <sup>side</sup> Army  
future development will be required to come thru DRC

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process
  - BOA
  - DRC
  - Other: \_\_\_\_\_  
Process Name

Staff present A Lindsay Date: 1/28/19

Applicant/Agent Name & Signature: Buddy Page 1-28-19

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

**19051780PPB**

07/25/2019 08:38 AM

2001 W NINE MILE RD

Applicant:  
Professional Growth Management Services  
Buddy Page

**Project Type**

Type	Fee
Rezoning Request	\$1,275.50
<b>Total</b>	<b>\$1,275.50</b>

**Payments**

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
				<b>Total</b>	<b>\$0.00</b>
				<b>Discount Total</b>	<b>(\$0.00)</b>
				<b>Payment Amount</b>	<b>\$0.00</b>
				<b>Balance Due</b>	<b>\$0.00</b>

***THIS IS NOT A PERMIT.*** This receipt does not authorize you to begin construction of your project.

LOXX BY NATALIE & CO LLC  
10 NEW MARKET ST  
CANTONMENT, FL 32533

MILESTONE PROPERTY OWNERS  
ASSOCIATION INC  
4505 WOODBINE RD  
PACE, FL 32571

ACKERMAN GLENDA S  
410 MILESTONE BLVD  
CANTONMENT, FL 32533

R & R GROUP HOLDINGS LLC  
263 WAGNER PLACE  
MEMPHIS, TN 38103

MAAL ROBERTO RICARDO REVOCABLE  
TRUST  
305 MT AIRY ST  
CANTONMENT, FL 32533

BAILEY DONALD S 1/3 INT  
2251 BANQUOS TRL  
PENSACOLA, FL 32503

NINE MILE RANCH INC  
120 E MAIN ST STE A  
PENSACOLA, FL 32502

BURGIN EDNA K  
412 MILESTONE BLVD  
CANTONMENT, FL 32533

TILL GREGORY E  
8404 ALEKAI DR  
PENSACOLA, FL 32526

WEEKS JAMES VIRGIL JR  
4470 STEPHENS RD  
PACE, FL 32571

STOKES BARBARA A  
PO BOX 11735  
PENSACOLA, FL 32524

BARNES DONNIE G TRUSTEE  
7388 SHELBY LN  
PENSACOLA, FL 32526

SCI FUNERAL SERVICES OF FLORIDA  
PO BOX 130548  
PROPERTY TAX DEPT 9TH FLOOR  
HOUSTON, TX 77219

HOFFAY DONALD E JR & SHANNON N  
52 CULPEPPER ST  
CANTONMENT, FL 32533

HINSON HOYT  
50 CULPEPPER ST  
CANTONMENT, FL 32533

SACRED HEART HEALTH SYSTEM INC  
5151 N 9TH AVE  
PENSACOLA, FL 32504

BEACH COMMUNITY BANK  
17 SE EGLIN PKWY  
FT WALTON BCH, FL 32548

GULF POWER CO  
1 ENERGY PL  
PENSACOLA, FL 32520-0093

## Planning Board-Rezoning

6. E.

**Meeting Date:** 08/06/2019

**CASE :** Z-2019-12

**APPLICANT:** Wiley C. "Buddy" Page, Agent for Curtis and Kelli Sumrock, Owners

**ADDRESS:** 11545 Sorrento Rd

**PROPERTY REF. NO.:** 12-3S-31-3301-000-000

**FUTURE LAND USE:** MU-S, Mixed-Use Suburban

**DISTRICT:** 2

**OVERLAY DISTRICT:** N/A

**BCC MEETING DATE:** 09/05/2019

---

### **SUBMISSION DATA:**

#### **REQUESTED REZONING:**

**FROM:** LDR, Low Density Residential district (4 du/acre)

**TO:** Com, Commercial district (25 du/acre)

#### **RELEVANT AUTHORITY:**

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

#### **APPROVAL CONDITIONS**

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

##### **Consistent with Comprehensive Plan**

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

**CPP FLU 1.3.1 Future Land Use Categories.** The MU-S category is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

Range of Allowable Uses: Residential, retail sales & services, professional office,

recreational facilities, public and civic, limited agriculture. The maximum residential density is 25 dwelling units per acre.

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

## **FINDINGS**

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-S, as stated in CPP FLU 1.3.1. Based on public records, the parcel was previously developed and used as an operational plant nursery/landscape business, a listed use under the retail sales and services of the MU-S FLU category. Redevelopment of this property will promote the efficient use of utilities and infrastructure and redevelopment of an under-utilized property making the proposed use compatible with the intent of CPP FLU 1.5.1.

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

#### **Consistent with The Land Development Code**

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

## **FINDINGS**

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy the location criteria requirements. The proposed location, if the rezoning is approved, would encourage the creation of strip commercial development. The applicant did not provide a compatibility analysis for review.

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

#### **Compatible with surrounding uses**

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

## **FINDINGS**

The proposed amendment **is not compatible** with surrounding existing uses in the area. Adjacent parcels are zoned low-density residential with some large tracks of Conservation zoning. Within the 500 foot radius, there are properties with zoning districts Commercial, Low-Density Residential and Conservation. One storage-warehouse business across Lillian Hwy to the North, five vacant residential parcels, two

single-family residences, two large parcels owned by the State of Florida and one mineral processing plant parcel, zoned low-density residential in place since 1993, based on public records. The applicant did not provide a compatibility analysis for review.

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

**Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

**As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or “spot” zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

**FINDINGS**

The proposed zoning **will create spot zoning**, based on the LDC definition in Chapter 6, as the requested Commercial zoning is different from the zoning of all contiguous land. Site visit reveals the parcel's location about midway between Bauer and Blue Angel to be sparsely developed as compared to the East and West major intersections. Due to the parcel's location, the proposed zoning request would not create a logical zoning transition between the low-residential districts and other existing zoning districts in the adjacent area. The applicant did not provide a compatibility analysis for review.

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

**Appropriate with changed or changing conditions.**

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

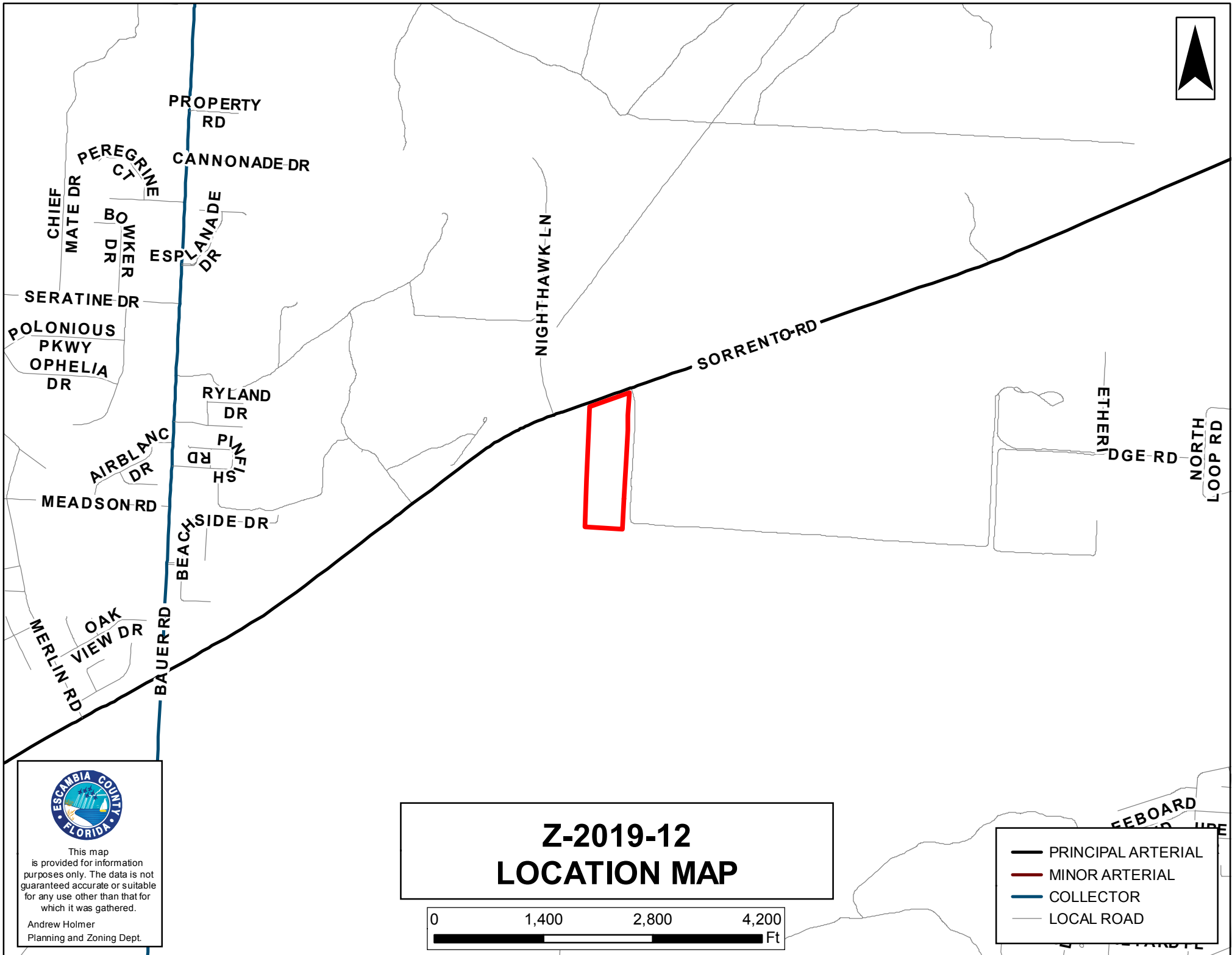

**FINDINGS**

The land uses or development conditions within the area surrounding the property of rezoning **have not** changed. Based on public records, both of the current commercial uses have existed since 1984 and 1993. The site is located midway between Blue Angel and Bauer roads in an area that is currently scarcely developed. Allowing a commercial zoning for the property would contribute to commercial development sprawl. The applicant did not provide a compatibility analysis for review.





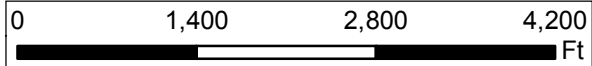
Z-2019-12


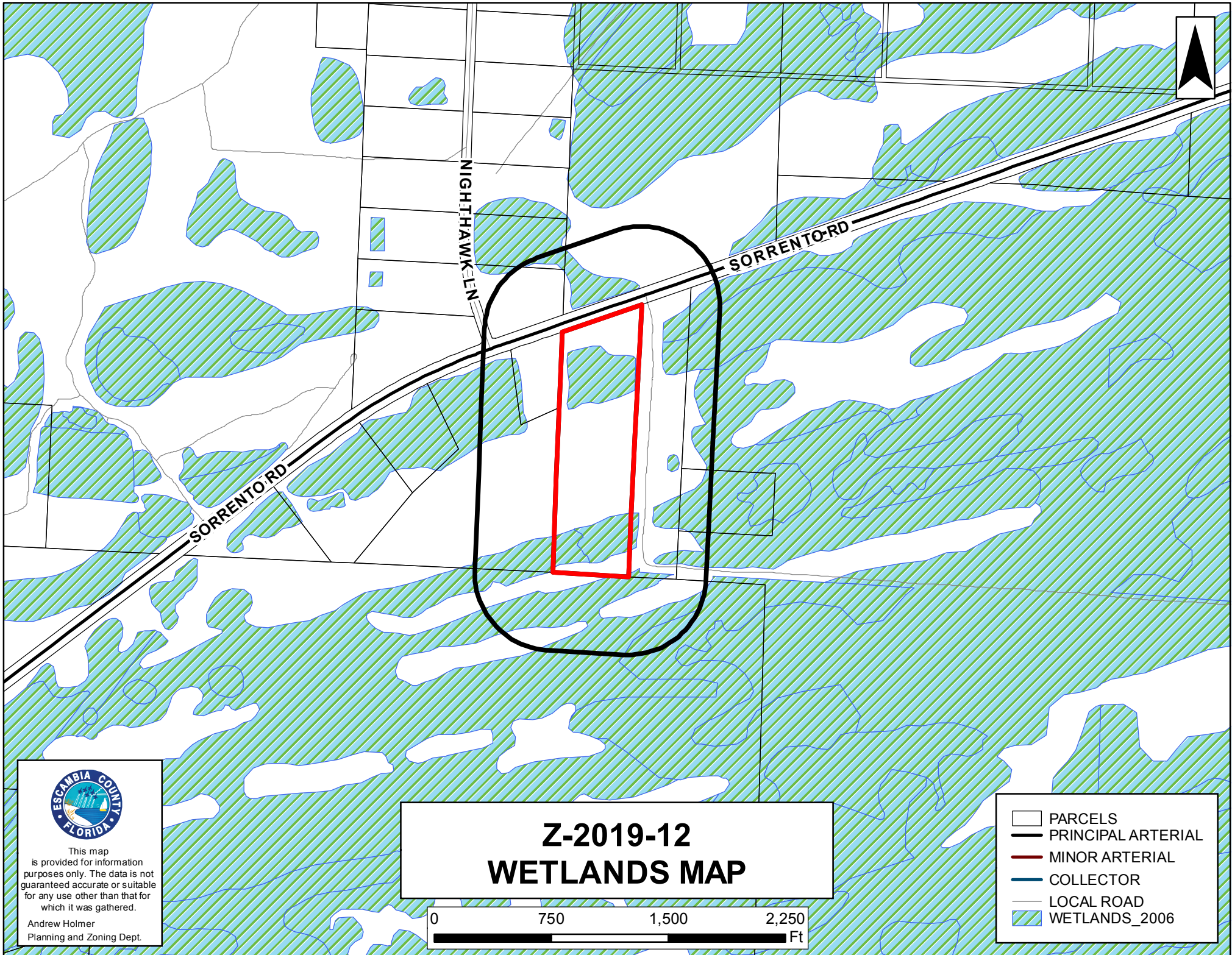
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

## Z-2019-12 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



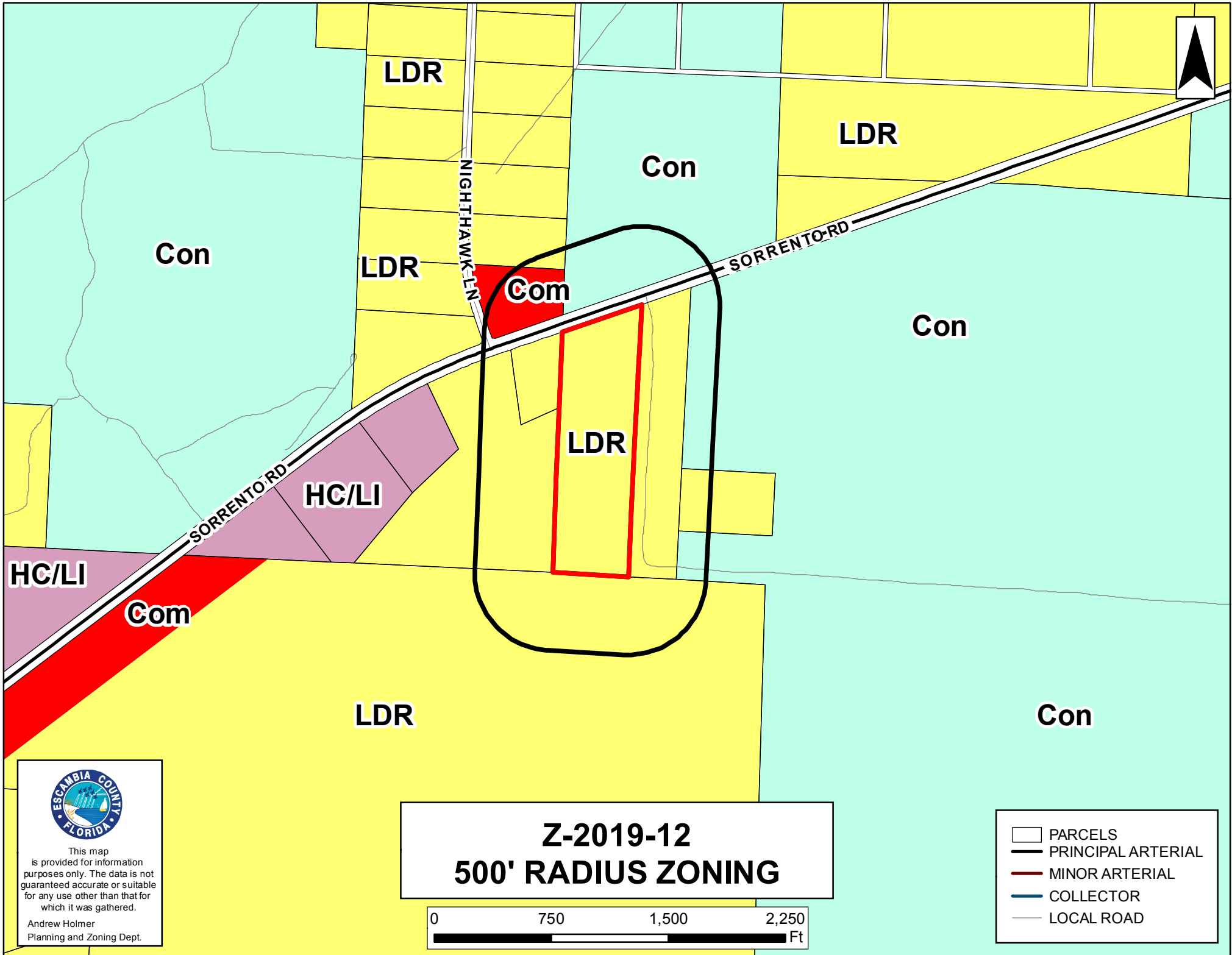
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

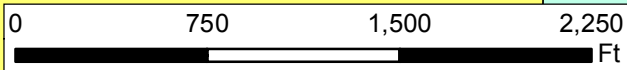
# Z-2019-12 WETLANDS MAP




- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS\_2006



**Z-2019-12**  
**500' RADIUS ZONING**

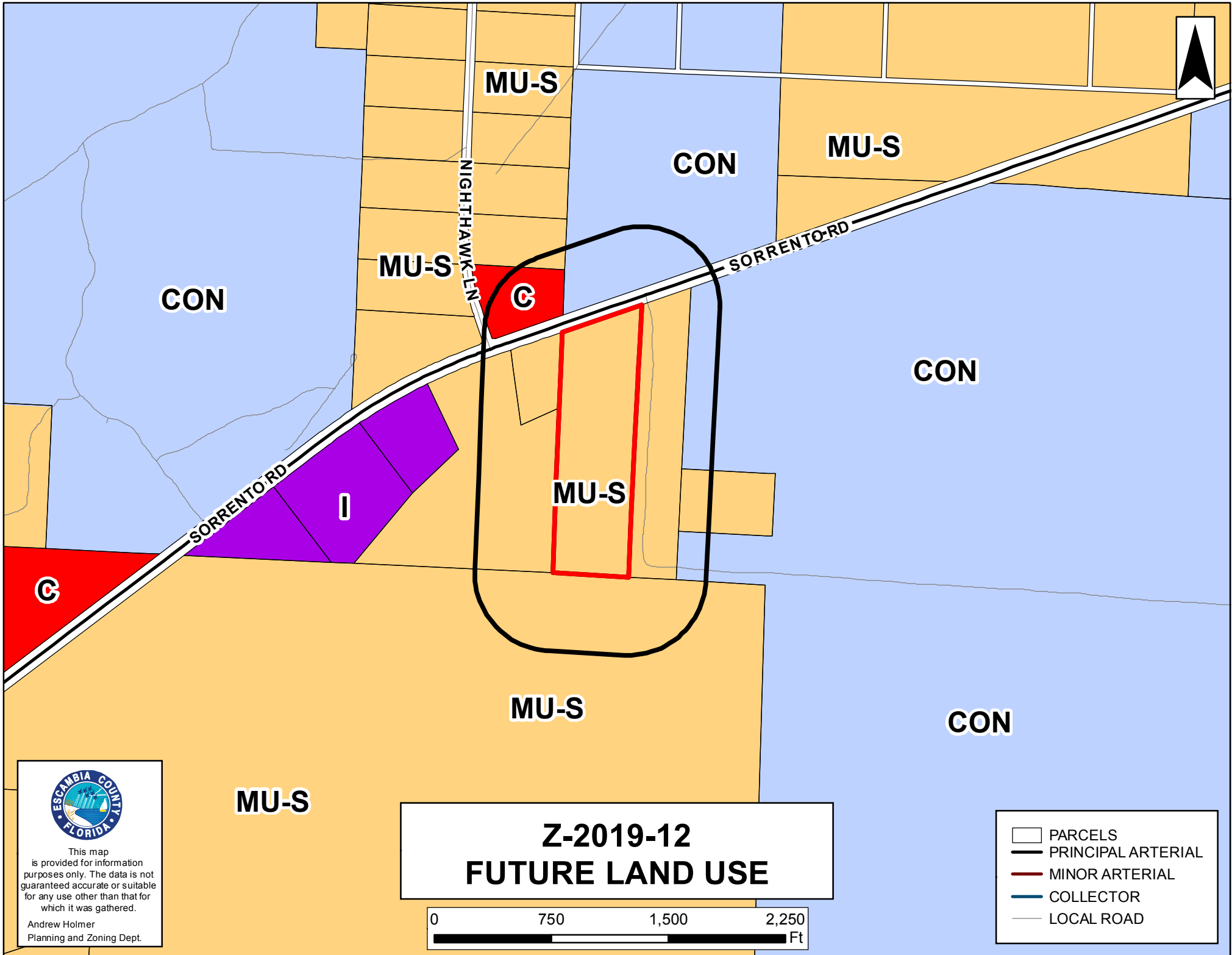


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

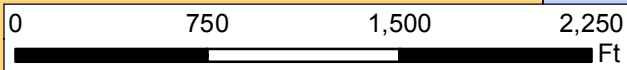


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer  
 Planning and Zoning Dept.



**Z-2019-12  
FUTURE LAND USE**

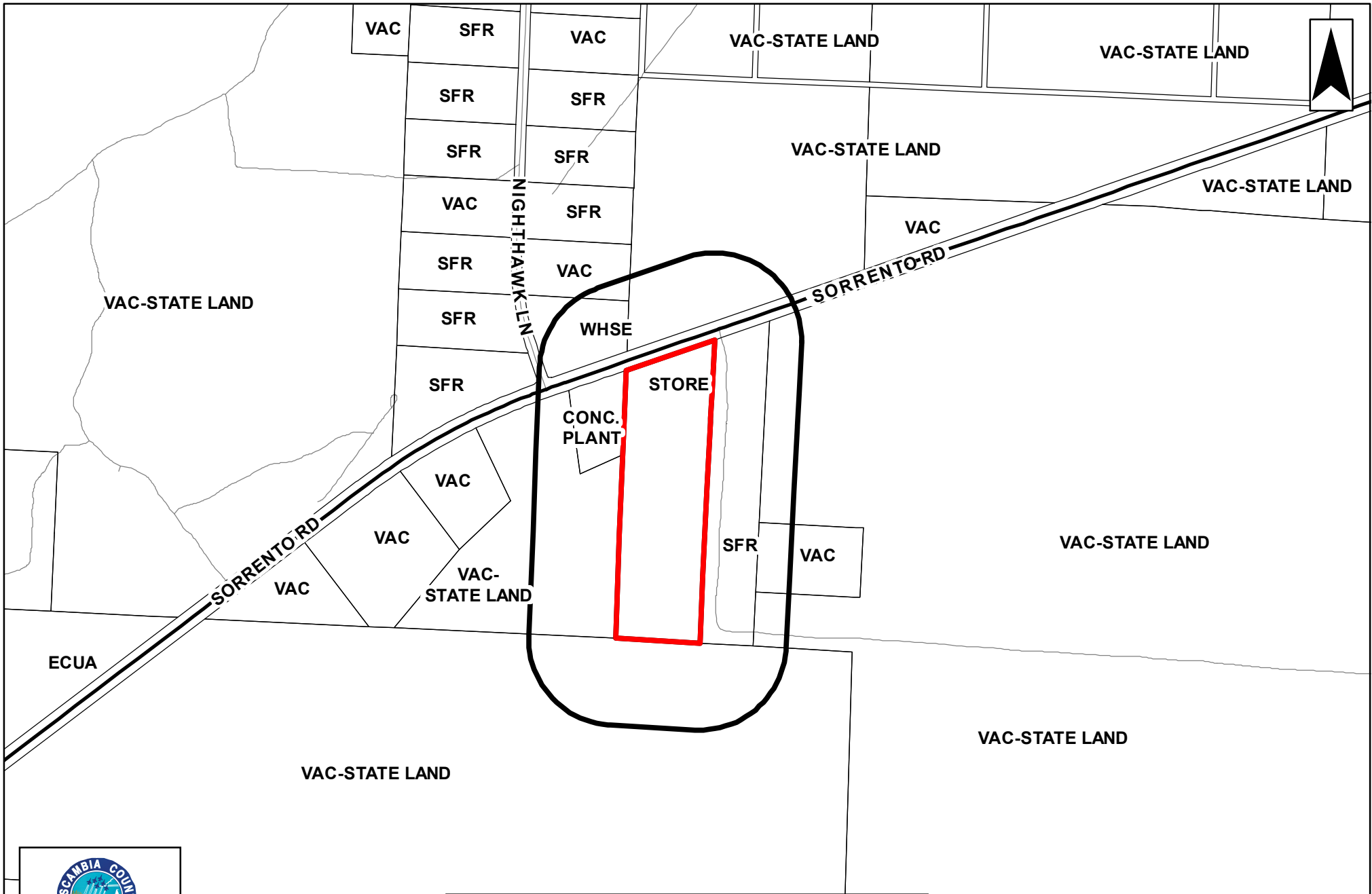


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

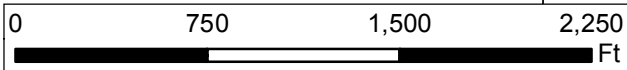


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer  
Planning and Zoning Dept.



**Z-2019-12  
EXISTING LAND USE**

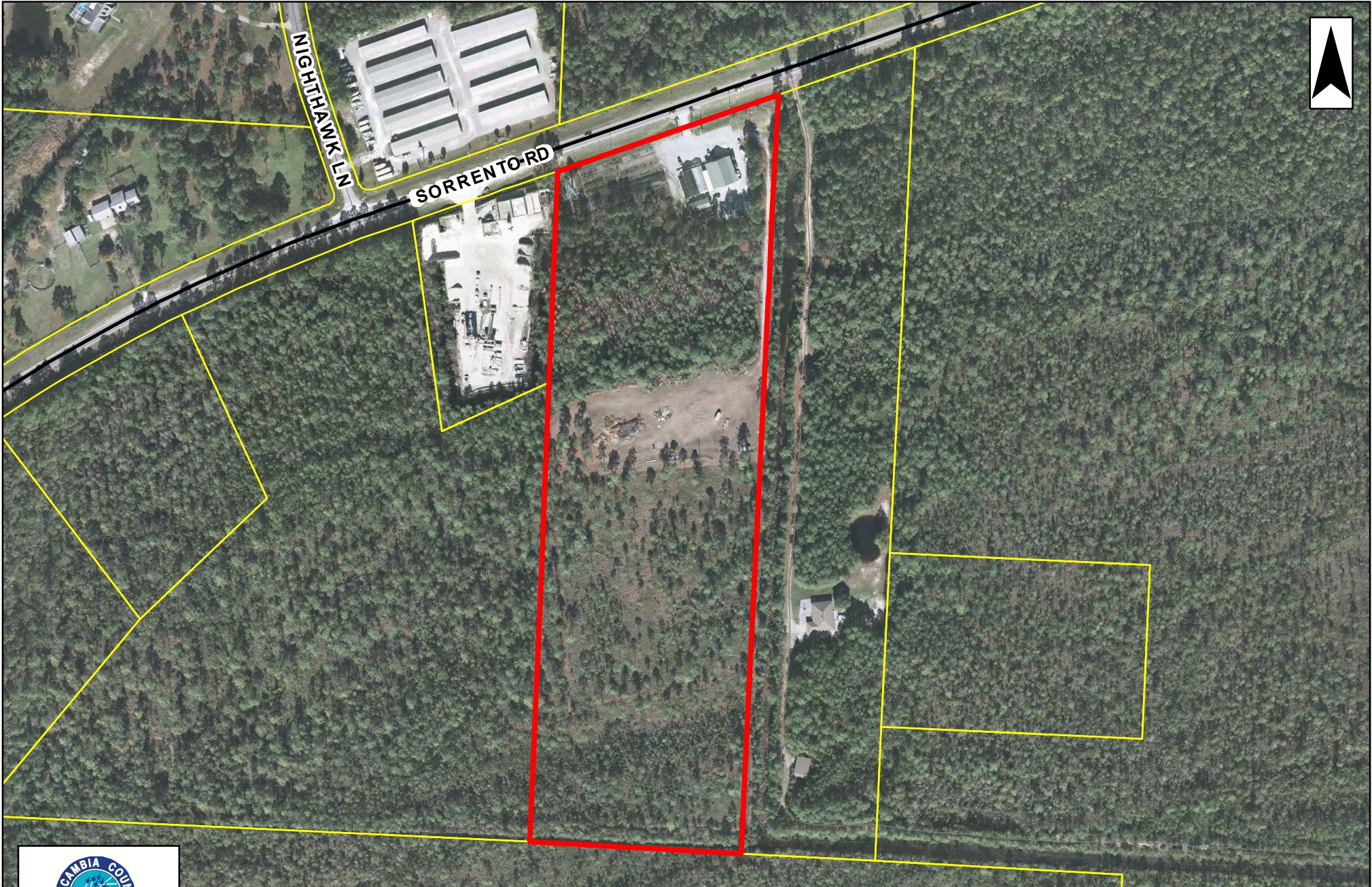


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Andrew Holmer  
Planning and Zoning Dept.



NIGHTHAWK LN

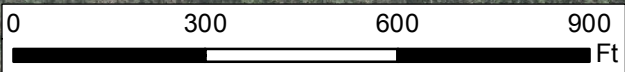
SORRENTO RD



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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2019-12 AERIAL MAP



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





# NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2019-12

CURRENT ZONING: LDR PROPOSED ZONING: COM

## PLANNING BOARD

DATE: 08/06/19 TIME: 8:30 AM

### LOCATION OF HEARING

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

## BOARD OF COUNTY COMMISSIONERS

DATE: 09/05/19 TIME: 5:45 PM

### LOCATION OF HEARING

ERNIE LEE MAGAHA GOVERNMENT BLDG  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION CALL:  
DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

Public Hearing Sign



Looking onto property



Looking southeast onto property



Looking southwest onto Sorrento



Looking southwest onto property



Looking southwest onto Sorrento



Looking north across Sorrento



### Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

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

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

### Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2019-14 Accepted by: AL PB Meeting: 8/6/19

**1. Contact Information:**

A. Property Owner/Applicant: Curtis and Kelli Sumrok

Mailing Address: 205 Ratto Road Alameda, CA 94502-7926

Business Phone: \_\_\_\_\_ Cell: 510-206-0719

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

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

Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

Business Phone: \_\_\_\_\_ Cell: 850 232-9853

Email: budpage1@att.net

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

**2. Property Information:**

A. Existing Street Address: 11545 Sorento Road Pensacola, Florida 32507

Parcel ID (s): \_\_\_\_\_

12-2S-31-3301-000-000

B. Total acreage of the subject property: \_\_\_\_\_

C. Existing Zoning: LDR

Proposed Zoning: Comm; explain why necessary and/or appropriate

Proposed office space use not an allowed use in LDR

\_\_\_\_\_

\_\_\_\_\_

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



D. Is the subject property developed (if yes, explain): \_\_\_\_\_  
Existing metal bldgs. - Previous use was landscaping business  
\_\_\_\_\_

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

**3. Amendment Request**

**Approval conditions.** The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

**Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)**

**a. Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

The requested Commercial zoning is consistent with the FLU Mixed Use category as identified on the chart at LDC Sec. 3-1.3(h).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**b. Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

Sec. 3-2.10 Commercial District states:  
"The primary intent of the district is to allow more diverse and intense commercial uses that the neighborhood commercial allowed within the mixed use districts." Residential uses continue to be allowed in the requested Commercial zoning designation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

The site is adjacent to a concrete manufacturing facility to the west and vacant land to the east. An existing Commercial zone containing warehouse storage buildings is located north and west of the site. The proposed zoning category will be consistent with the surrounding uses.

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- d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

*As per LDC Chapter 6, Spot Zoning is: Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

The requested Commercial zoning category is consistent and the same category as an existing Commercially designated site located across Hwy 98 from the subject site.

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- e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

The requested category will be more consistent with the historical and proposed use as it currently contains a large commercial grade steel clear-span building on site. As previously noted, the site was used for years as a landscape business.

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

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Property Reference Number(s): 12-3S-31-3301-000-000

Property Address: 11545 Sorrento Road Pensacola, Florida 32507

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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR OF \_\_\_\_\_

Curtis Sumrok  
Signature of Property Owner

Curtis Sumrok  
Printed Name of Property Owner

11/19/18  
Date

Kelli Sumrok  
Signature of Property Owner

Kelli Sumrok  
Printed Name of Property Owner

11/19/18  
Date

"See Attached"  
(initials) 11/19/18



Concurrence Determination

This certificate is attached to a 1 page document dealing with/entitled Acknowledgment and dated 11/19/18.

California ACKNOWLEDGMENT

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

State of California

County of San Diego

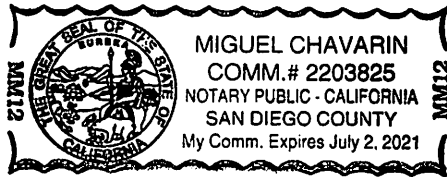
On November 19<sup>th</sup>, 2018 before me,

Miguel Chavarin, Notary Public (here insert name and title of the officer),

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (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/ds/planning-board> or contact us at 595-3547

**Note: Application fees include a \$5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).**

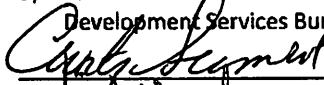
C. \_\_\_\_\_ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) AND a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

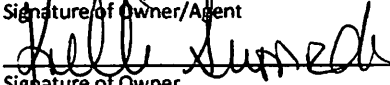
D. \_\_\_\_\_ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not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

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

**By my signature, I hereby certify that:**

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

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

  
 \_\_\_\_\_  
 Signature of Owner

Curtis Sumrok  
 \_\_\_\_\_  
 Printed Name Owner/Agent

Kelli Sumrok  
 \_\_\_\_\_  
 Printed Name of Owner

11/19/18  
 \_\_\_\_\_  
 Date


11/19/18  
 \_\_\_\_\_  
 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: CA DL

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

(notary seal)  
"see attached"  
 11/19/18



# Chris Jones Escambia County Property Appraiser

Real Estate Search      Tangible Property Search      Sale List

← Navigate Mode    Account    Reference    →

Printer Friendly Version

<p><b>General Information</b></p> <p><b>Reference:</b> 123S313302000000  <b>Account:</b> 101771275  <b>Owners:</b> BURGESS RUBY  <b>Mail:</b> 5700 FAIR OAK LN                  PENSACOLA, FL 32507  <b>Situs:</b> 11535 SORRENTO RD 32507  <b>Use Code:</b> SINGLE FAMILY RESID  <b>Taxing Authority:</b> COUNTY MSTU  <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>                  Tax Inquiry link courtesy of Scott Lunsford                  Escambia County Tax Collector</p>	<p><b>Assessments</b></p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$19,182</td> <td>\$161,360</td> <td>\$180,542</td> <td>\$180,542</td> </tr> <tr> <td>2017</td> <td>\$19,182</td> <td>\$148,009</td> <td>\$167,191</td> <td>\$167,191</td> </tr> <tr> <td>2016</td> <td>\$19,182</td> <td>\$145,092</td> <td>\$164,274</td> <td>\$164,274</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><b>Tax Estimator</b></p> <p style="text-align: center;">&gt; <b><u>File for New Homestead Exemption Online</u></b></p>	Year	Land	Imprv	Total	Cap Val	2018	\$19,182	\$161,360	\$180,542	\$180,542	2017	\$19,182	\$148,009	\$167,191	\$167,191	2016	\$19,182	\$145,092	\$164,274	\$164,274
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2017	\$19,182	\$148,009	\$167,191	\$167,191																	
2016	\$19,182	\$145,092	\$164,274	\$164,274																	

<p><b>Sales Data</b>      <b>MLS Listing #438269</b></p> <table border="1"> <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>08/31/2012</td> <td>6904</td> <td>685</td> <td>\$121,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>07/27/2011</td> <td>6803</td> <td>831</td> <td>\$121,700</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>05/2004</td> <td>5426</td> <td>1734</td> <td>\$222,500</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>09/2003</td> <td>5426</td> <td>1731</td> <td>\$100</td> <td>QC</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>05/1999</td> <td>4413</td> <td>305</td> <td>\$40,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>09/1994</td> <td>3644</td> <td>140</td> <td>\$26,000</td> <td>WD</td> <td><a href="#">View Instr</a></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)	08/31/2012	6904	685	\$121,000	WD	<a href="#">View Instr</a>	07/27/2011	6803	831	\$121,700	WD	<a href="#">View Instr</a>	05/2004	5426	1734	\$222,500	WD	<a href="#">View Instr</a>	09/2003	5426	1731	\$100	QC	<a href="#">View Instr</a>	05/1999	4413	305	\$40,000	WD	<a href="#">View Instr</a>	09/1994	3644	140	\$26,000	WD	<a href="#">View Instr</a>	<p><b>2018 Certified Roll Exemptions</b> None</p> <p><b>Legal Description</b>                  BEG AT SW COR OF SEC N 0 DEG 0 MIN 0 SEC E ALG W LI OF SEC 1538 59/100 FT TO S R/W LI SORRENTO RD (SR 292 100 FT...</p> <p><b>Extra Features</b>                  WOOD DECK                  WORKSHOP</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																						
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**Parcel Information**      [Launch Interactive Map](#)

**Section Map Id:** 12-3S-31

**Approx. Acreage:** 12.8200

**Zoned:** LDR

**Evacuation & Flood Information**  
[Open Report](#)

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

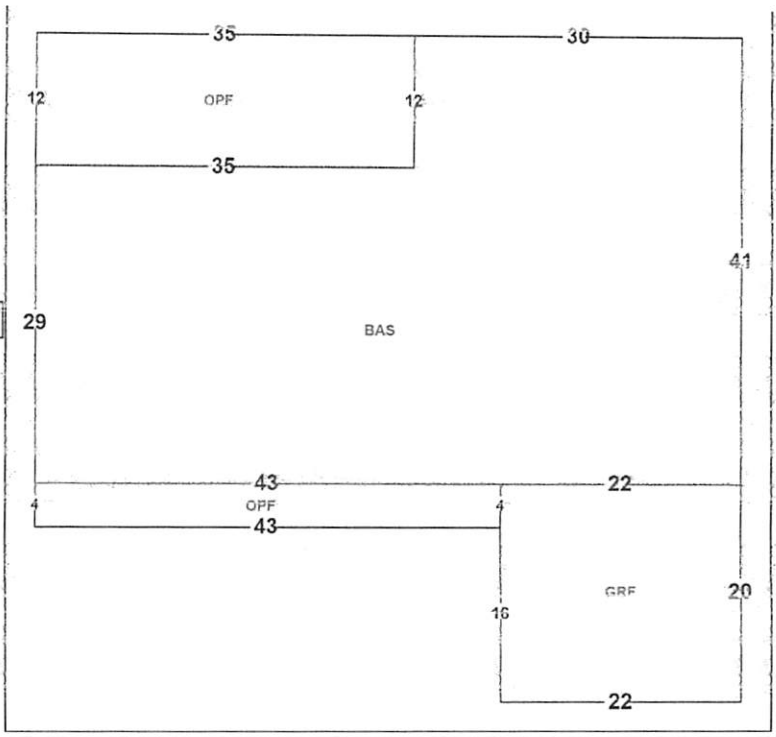
**Buildings**

Address: 11535 SORRENTO RD, Year Built: 2001, Effective Year: 2001

<b>Structural Elements</b>
DECOR/MILLWORK-AVERAGE

**DWELLING UNITS-1**  
**EXTERIOR WALL-VINYL SIDING**  
**FLOOR COVER-HARDWOOD/PARQUET**  
**FOUNDATION-WOOD/SUB FLOOR**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-8**  
**NO. STORIES-1**  
**ROOF COVER-DIMEN/ARCH SHNG**  
**ROOF FRAMING-HIP-HI PITCH**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

Areas - 3277 Total SF  
**BASE AREA - 2245**  
**GARAGE FIN - 440**  
**OPEN PORCH FIN - 592**



Images



5/3/12



5/3/12

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.



1050  
#2-00

OR BK 4323 PG1505  
Escambia County, Florida  
INSTRUMENT 98-543121

Prepared By and Return To:  
421 North Palafox Street  
Pensacola, Florida 32501

DEED NOT RECORDED OR EST CD \$ 112.00  
AMOUNT TO BE PAID TO STATE \$ 0.00  
*[Signature]*

Parcel ID Number: 12-3S-31-3300-000-000  
Grantor #1 TIN:  
Grantor #2 TIN:

**Warranty Deed**

This indenture, Made this 30th day of September, 1998 AD, Between Robert E. Dale, Jr. and Karen H. Dale, husband and wife

of the County of Escambia, State of Florida, GRANTORS, and Junior Food Stores of West Florida, Inc., a corporation existing under the laws of the State of Florida whose address is:

of the County of \_\_\_\_\_, State of Florida, GRANTEE.

Witnesseth that the GRANTORS, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have

granted, bargained and sold to the said GRANTEE and GRANTEES heirs, successors and assigns forever, the following described land, situate,

lying and being in the County of Escambia, State of Florida to wit:  
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88°36'25" EAST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF 200.00 FEET; THENCE GO NORTH 00°00'28" WEST A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°00'28" WEST A DISTANCE OF 400.00 FEET; THENCE GO SOUTH 88°36'25" EAST A DISTANCE OF 545.00 FEET; THENCE GO SOUTH 00°00'28" WEST A DISTANCE OF 400.00 FEET; THENCE GO NORTH 88°36'25" WEST A DISTANCE OF 545.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 12, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 5.00 ACRES MORE OR LESS.

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

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

*[Signature]*  
Vincant J. Whittos, Jr.  
Witness

*[Signature]*  
Robert E. Dale, Jr. (Seal)  
P.O. Address: 5982 North Shore Way, Pensacola, FL 32507

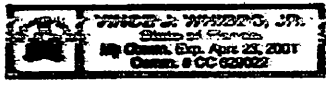
*[Signature]*  
Suzanne N. Whittos  
Witness

*[Signature]*  
Karen H. Dale (Seal)  
P.O. Address: 5582 North Shore Way, Pensacola, FL 32507

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 30th day of September, 1998 by Robert E. Dale, Jr. and Karen H. Dale, husband and wife.

who are personally known to me or who have produced their Florida driver's license as identification.



*[Signature]*  
Vincant J. Whittos, Jr.  
Notary Public  
My Commission Expires: 04/21/01

RCD Oct 12, 1998 09:51 am  
Escambia County, Florida

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-543121

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 5 Acre Parcel on Sorento Road NO ACCESS


Legal Address of Property: 5 Acre Parcel on Sorento Road, Pensacola, FL 32507

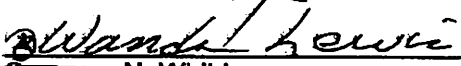
The County ( ) has accepted ( X ) has not accepted the abutting roadway for maintenance.

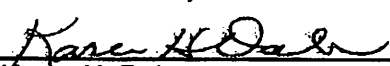
This form completed by: Public Works Department/Engineering Division  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

**AS TO SELLER(S):**

  
\_\_\_\_\_  
Vincent J. Whibbs, Jr.

  
\_\_\_\_\_  
Robert E. Dale, Jr.

  
\_\_\_\_\_  
Suzanne N. Whibbs

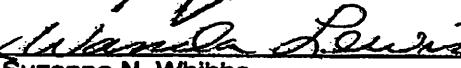
  
\_\_\_\_\_  
Karen H. Dale

**AS TO BUYER(S):**

Junior Food Stores of West Florida,  
Inc.

  
\_\_\_\_\_  
Vincent J. Whibbs, Jr.

  
By \_\_\_\_\_  
Mark W. Salisbury, President

  
\_\_\_\_\_  
Suzanne N. Whibbs

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**INTEROFFICE MEMORANDUM**



**TO: Andrew Holmer, Division Manager  
Development Services Department**

**FROM: Terri V. Malone, AICP, Transportation Planner  
Transportation & Traffic Operations Division**

**THRU: David Forte, Division Manager  
Transportation & Traffic Operations Division**

**DATE: July 17, 2019**

**RE: Transportation & Traffic Operations (TTO) Comments – Z-2019-12**

TTO Staff has reviewed the Rezoning Case Z-2019-14 11545 Sorrento Road (LDR to Com), agenda item for the Planning Board meeting scheduled for August 6, 2019. Please see the below comments.

Sorrento Road is a two-lane roadway without paved shoulders. Near the parcel in question, the traveling roadway width is approximately 22 feet with a right-of-way width of 100 feet.

The Florida Department of Transportation (FDOT) is in the planning stages of widening this road. FDOT also has a nearby section of Sorrento Road (Theo Baars Bridge to Bauer Rd) scheduled for resurfacing in fiscal year 2022. The County does not have any project scheduled for this roadway.

Per the Florida-Alabama TPO's Congestion Management Process Plan, West Nine Mile Road is classified as a Principal Arterial with a Maximum LOS of D and a corresponding daily volume threshold of 17,700. The daily traffic on this road was recorded as 17,500 for year 2018.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

**cc: Horace Jones, Development Services Department Director  
Joy Jones, P.E., Engineering Department Director  
Allyson Lindsay, Development Services Department**

# A BOUNDARY SURVEY

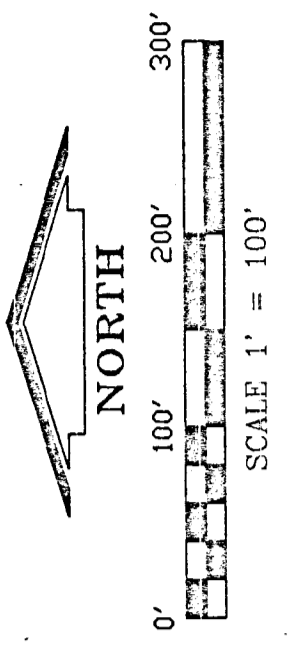
PROJECT NO. 0211072A  
 FLD. BK. 234/50-52  
 SCALE: 1" = 100'  
 DATE: 11-14-02  
 DRAWN BY: NW

REVISIONS  
 REVISED DRAWING  
 11-19-02 BY NW

SOUTHERN LAND CONCEPTS, INC.  
 ENGINEERING PLANNING SURVEYING  
 9909 N. COVE AVENUE  
 PENSACOLA, FLORIDA 32534  
 PHONE (850) 478-0783 FAX (850) 484-9576

A BOUNDARY SURVEY OF A PORTION OF  
 SECTION 12, TOWNSHIP 3 SOUTH, RANGE  
 31 WEST, ESCAMBIA COUNTY, FLORIDA  
 FOR: MR. DAVID VALETTO

STC  
 SHEET 1 OF 1  
 NUMBER



- LEGEND**
- = 4x4 CONCRETE MONUMENT PATTERSON & ASSOC.
  - = FOUND CAPPED IRON ROD (MUTILATED)
  - = POWER POLE
  - R/W = RIGHT-OF-WAY
  - C = CENTERLINE
  - T = TOWNSHIP
  - R = RANGE
  - O.R. = OFFICIAL RECORDS

**DESCRIPTION:** (AS FURNISHED O.R. BOOK 4293, PAGE 1848)

PARCEL 1 500 FEET OF THE SOUTH ONE-HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, LIVING SOUTH OF THE UNNAMED AND UNNUMBERED ROAD AND ROAD RIGHT-OF-WAY, SOMETIMES REFERRED TO AS BE-LOCATION OF GULF BEACH HIGHWAY, WHICH ROAD RIGHT-OF-WAY IS PARTICULARLY DESCRIBED IN SPECIAL WARRANTY DEED FROM GULF DIVERSIFIED INVESTMENT COMPANY TO THE STATE OF FLORIDA, DATED 28 JANUARY 1969, RECORDED IN O.R. BOOK 426, PAGE 922, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

**CERTIFIED TO:**  
 SMITH SAUER & DEMARIA, P.A.  
 ATTORNEYS TITLE INSURANCE FUND, INC.  
 CURTIS SUMROK & KELL, SUMROK

**SURVEYOR CERTIFICATE:**

THIS SURVEY IS "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER." ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN PFC 10-1.01, 10-1.02, 10-1.03, 10-1.04, 10-1.05, 10-1.06, 10-1.07, 10-1.08, 10-1.09, 10-1.10, 10-1.11, 10-1.12, 10-1.13, 10-1.14, 10-1.15, 10-1.16, 10-1.17, 10-1.18, 10-1.19, 10-1.20, 10-1.21, 10-1.22, 10-1.23, 10-1.24, 10-1.25, 10-1.26, 10-1.27, 10-1.28, 10-1.29, 10-1.30, 10-1.31, 10-1.32, 10-1.33, 10-1.34, 10-1.35, 10-1.36, 10-1.37, 10-1.38, 10-1.39, 10-1.40, 10-1.41, 10-1.42, 10-1.43, 10-1.44, 10-1.45, 10-1.46, 10-1.47, 10-1.48, 10-1.49, 10-1.50, 10-1.51, 10-1.52, 10-1.53, 10-1.54, 10-1.55, 10-1.56, 10-1.57, 10-1.58, 10-1.59, 10-1.60, 10-1.61, 10-1.62, 10-1.63, 10-1.64, 10-1.65, 10-1.66, 10-1.67, 10-1.68, 10-1.69, 10-1.70, 10-1.71, 10-1.72, 10-1.73, 10-1.74, 10-1.75, 10-1.76, 10-1.77, 10-1.78, 10-1.79, 10-1.80, 10-1.81, 10-1.82, 10-1.83, 10-1.84, 10-1.85, 10-1.86, 10-1.87, 10-1.88, 10-1.89, 10-1.90, 10-1.91, 10-1.92, 10-1.93, 10-1.94, 10-1.95, 10-1.96, 10-1.97, 10-1.98, 10-1.99, 10-2.00, 10-2.01, 10-2.02, 10-2.03, 10-2.04, 10-2.05, 10-2.06, 10-2.07, 10-2.08, 10-2.09, 10-2.10, 10-2.11, 10-2.12, 10-2.13, 10-2.14, 10-2.15, 10-2.16, 10-2.17, 10-2.18, 10-2.19, 10-2.20, 10-2.21, 10-2.22, 10-2.23, 10-2.24, 10-2.25, 10-2.26, 10-2.27, 10-2.28, 10-2.29, 10-2.30, 10-2.31, 10-2.32, 10-2.33, 10-2.34, 10-2.35, 10-2.36, 10-2.37, 10-2.38, 10-2.39, 10-2.40, 10-2.41, 10-2.42, 10-2.43, 10-2.44, 10-2.45, 10-2.46, 10-2.47, 10-2.48, 10-2.49, 10-2.50, 10-2.51, 10-2.52, 10-2.53, 10-2.54, 10-2.55, 10-2.56, 10-2.57, 10-2.58, 10-2.59, 10-2.60, 10-2.61, 10-2.62, 10-2.63, 10-2.64, 10-2.65, 10-2.66, 10-2.67, 10-2.68, 10-2.69, 10-2.70, 10-2.71, 10-2.72, 10-2.73, 10-2.74, 10-2.75, 10-2.76, 10-2.77, 10-2.78, 10-2.79, 10-2.80, 10-2.81, 10-2.82, 10-2.83, 10-2.84, 10-2.85, 10-2.86, 10-2.87, 10-2.88, 10-2.89, 10-2.90, 10-2.91, 10-2.92, 10-2.93, 10-2.94, 10-2.95, 10-2.96, 10-2.97, 10-2.98, 10-2.99, 10-3.00, 10-3.01, 10-3.02, 10-3.03, 10-3.04, 10-3.05, 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SCHILLER SUSAN E  
10407 RAWLINGS DR  
PENSACOLA, FL 32514

STOR-IT MATE INC  
3600 NIGHTHAWK LN  
PENSACOLA, FL 32506

BURGESS RUBY  
5700 FAIR OAK LN  
PENSACOLA, FL 32507

SUMROK KELLI  
811 N SPRING ST  
PENSACOLA, FL 32501

REYNOLDS READY MIX LLC  
1501 BELVEDERE RD  
WEST PALM BEACH, FL 33406

JUNIOR FOOD STORES OF WEST  
FLORIDA INC  
1014 VINE ST  
CINCINNATI, OH 45202

TIITF/STATE OF FLORIDA  
MAIL STATION 115  
3900 COMMONWEALTH BLVD  
TALLAHASSEE, FL 32399-3000

PBMB LLC  
38 S BLUE ANGEL PKWY #234  
PENSACOLA, FL 32506



**Development Services Department**  
Escambia County, Florida

**PLANNING BOARD  
REZONING PRE-APPLICATION SUMMARY FORM**

12-35-31-3301-000-000  
Property Reference Number

Buddy Page  
Name

11545 Sorrento  
Address

Owner

Agent

Referral Form Included? **Y** **(N)**

**MAPS PREPARED**

Zoning

FLU

Aerial

Other: \_\_\_\_\_

Redevelopment Area\*: NA

**PROPERTY INFORMATION**

Current Zoning: LDR Size of Property: 18.78 +/-

Future Land Use: MU-5 Commissioner District: 2

Overlay/AIPD: AIPD2 Subdivision: \_\_\_\_\_

Sanitary Sewer \_\_\_\_\_ Septic Tank \_\_\_\_\_

*\*For more info please contact the CRA at 595-3217 prior to application submittal.*

**COMMENTS**

Desired Zoning: Com

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? yes

want a micro brewery. locational criteria will apply; not within distance of intersection, Comp analysis may be needed.

Applicant will contact staff for next appointment

Applicant decided against rezoning property

Applicant was referred to another process

BOA

DRC

Other: \_\_\_\_\_

Process Name

Staff present: A Lindsay Date: 1/28/19

Applicant/Agent Name & Signature: [Signature] 1-28-19

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

**19062155PPB**

07/25/2019 09:10 AM

11545 SORRENTO RD

Applicant:  
PROFESSIONAL GROWTH MANAGEMENT SERVICES  
BUDDY PAGE

**Project Type**

Type	Fee
Rezoning Request	\$1,275.50
<b>Total</b>	<b>\$1,275.50</b>

**Payments**

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
				<b>Total</b>	<b>\$0.00</b>
				<b>Discount Total</b>	<b>(\$0.00)</b>
				<b>Payment Amount</b>	<b>\$0.00</b>
				<b>Balance Due</b>	<b>\$0.00</b>

***THIS IS NOT A PERMIT.*** This receipt does not authorize you to begin construction of your project.