#### AGENDA ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL HEARING

November 5, 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. Approval of Minutes.
  - Α.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the September 3, 2019 Rezoning and Regular Planning Board Meeting.

- B. Planning Board Monthly Action Follow-up Report for October 2019.
- C. Planning Board 6-Month Outlook for November 2019.
- 5. Acceptance of Rezoning Planning Board Meeting Packet.
- 6. Quasi-judicial Process Explanation.
- 7. Public Hearings.
  - A. Case #: Z-2019-18

Applicant:

Wiley C. "Buddy" Page, Agent for Knop Family Trust

Address: 5524 Tamarack St & 5504 Bellamy Ave

Property 1.23 (+/-) acres and 3.96 (+/-) acres totaling 5.19 (+/-) acres

Size:

From: Com, Commercial (25 du/acre)

To: HC/LI-NA, Heavy Commercial and Light Industrial, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

8. Discussion: Tree Ordinance Update.

9. Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Planning Board-Rezoning

4. A.

**Meeting Date:** 11/05/2019

#### **Agenda Item:**

A. <u>RECOMMENDATION:</u> That the Planning Board review and approve the Meeting Resume' Minutes of the September 3, 2019 Rezoning and Regular Planning Board Meeting.

- B. Planning Board Monthly Action Follow-up Report for October 2019.
- C. Planning Board 6-Month Outlook for November 2019.

#### **Attachments**

Draft September 3, 2019 Rezoning Meeting Minutes
Draft September 3, 2019 Regular Meeting Minutes
Monthly Action Follow-Up
Six Month Outlook

### DRAFT

## RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL REZONING September 3, 2019

# CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE, BOARD CHAMBERS PENSACOLA, FLORIDA (8:30 A.M. – 11:50 A.M.)

Present: Reid Rushing

Jay Ingwell

Wayne Briske, Chairman

Timothy Pyle
Patty Hightower
Eric Fears

Stephen Opalenik

Absent: Alan Gray

William Clay

Staff Present: Allyson Lindsay, Urban Planner II

Griffin Vickery, Urban Planner, Planning & Zoning Horace Jones, Director, Development Services

John Fisher, Senior Urban Planner, Planning & Zoning

Kia Johnson, Assistant County Attorney

- 1. Call to Order.
- 2. Pledge of Allegiance to the Flag.
- 3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Timothy Pyle, Seconded by Eric Fears

Motion was made to approve the proof of publication and to waive the reading of the legal advertisement.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)
William Clay (ABSENT)

- 4. Approval of Minutes.
  - A. Approval of Minutes

**RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of theAugust 6, 2019 Planning Board Rezoning Meeting.

Motion by Reid Rushing, Seconded by Jay Ingwell

Motion was made to approve the Rezoning Planning Board meeting minutes from August 6, 2019.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)
William Clay (ABSENT)

5. Acceptance of Rezoning Planning Board Meeting Packet.

Motion by Eric Fears, Seconded by Jay Ingwell

Motion was made to accept the Rezoning Planning Board meeting packet for September 3, 2019.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)
William Clay (ABSENT)

- 6. Quasi-judicial Process Explanation.
- 7. Public Hearings.

A. Case #: Z-2019-13

Applicant: Wiley C. "Buddy" Page, Agent

for Dorothy Thompson

Address: 2071 Atwood Dr Property 3.5 (+/-) acres

Size:

From: (Com) Commercial district

To: HC/LI-NA, Heavy Commercial

and Light Industrial district, prohibiting the subsequent establishment of any

microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25

du/acre)

Motion by Eric Fears, Seconded by Timothy Pyle

Motion was made to drop the rezoning case.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)
William Clay (ABSENT)

B. Case #: Z-2019-14

Applicant: Wiley C. "Buddy" Page,

Agent for Jennifer Reese,

Owner

Address: 9500 Hillview Drive

Property .34 (+/-) acres

Size:

From: MDR, Medium Density

Residential district (10

du/acre)

To: Com, Commercial district

(25 du/acre)

Motion by Timothy Pyle, Seconded by Jay Ingwell

Motion was made to recommend denial.

Vote: 4 - 1 Approved

Voted No: Eric Fears

Other: Alan Gray (ABSENT)

William Clay (ABSENT)

C. Case #: Z-2019-15

Applicant: Allara Mills-Gutcher, Agent,

Gulf Power Company, Owner

Address: 11999 N. Pate Street

Property 36.1 (+/-) acres

Size:

From: HC/LI, Heavy Commercial

and Light Industrial district

(25 du/acre)

Ind, Industrial district (du To:

density limited to vested residential development)

Motion by Jay Ingwell, Seconded by Eric Fears

Motion was made to recommend approval.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)

William Clay (ABSENT)

Adjournment. 8.

### DRAFT

## MINUTES OF THE ESCAMBIA COUNTY PLANNING BOARD September 3, 2019

# CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE, BOARD CHAMBERS PENSACOLA, FLORIDA (10:30 A.M. – )

Present: Reid Rushing

Jay Ingwell

Wayne Briske, Chairman

Timothy Pyle Patty Hightower

**Eric Fears** 

Stephen Opalenik

Absent: Alan Gray

William Clay

Staff Present: Allyson Lindsay, Urban Planner II

Griffin Vickery, Urban Planner, Planning & Zoning Horace Jones, Director, Development Services

John Fisher, Senior Urban Planner, Planning & Zoning

Kia Johnson, Assistant County Attorney

- 1. Call to Order.
- 2. Pledge of Allegiance to the Flag.
- 3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Timothy Pyle, Seconded by Eric Fears

Motion was made to approve the proof of publication and to waive the reading of the legal advertisement.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)
William Clay (ABSENT)

4. Approval of Minutes.

- A. <u>RECOMMENDATION:</u> That the Planning Board review and approve the Meeting Resume' Minutes of the August 6, 2019 Planning Board Meeting.
  - B. Planning Board Monthly Action Follow-up Report for August 2019
  - C. Planning Board 6-Month Outlook for September 2019

Motion by Eric Fears, Seconded by Timothy Pyle

Motion was made to approve the Regular Planning Board Meeting Minutes from August 6, 2019.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)
William Clay (ABSENT)

- 5. Acceptance of Planning Board Meeting Packet.
- 6. Public Hearings.
  - A. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 and FLU 5.1 to Provide for an Amendment to the 2030 Future Land Use Map

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcels, requesting to change the existing FLUM designation from Mixed-Use Urban (MU-U) to Industrial (I) of 36.1 (+/-) acres.

Motion by Reid Rushing, Seconded by Jay Ingwell

Motion was made to recommend approval.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)
William Clay (ABSENT)

B. <u>A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, SSA-2019-02</u>

That the Board review and recommend to the Board of County Commissioners (BCC) for action, an ordinance amending the Future Land Use Map (FLUM) of the Comprehensive Plan by Small-Scale Amendment SSA-2019-02.

Motion by Reid Rushing, Seconded by Eric Fears

Motion was made to recommend approval.

Vote: 5 - 0 Approved

Other: Alan Gray (ABSENT)
William Clay (ABSENT)

- 7. Action/Discussion/Info Items.
- 8. Public Forum.
- 9. Director's Review.
- 10. County Attorney's Report.
- 11. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Tuesday**, **October 1**, **2019 at 8:30 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

- 12. Announcements/Communications.
- 13. Adjournment.

# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES DEPARTMENT 3363 WEST PARK PLACE PENSACOLA, FLORIDA 32505 PHONE: 850-595-3475 FAX: 850-595-3481 www.myescambia.com

#### **Memorandum**

TO: Planning Board

FROM: Kayla Meador, Board Clerk

**DATE:** October 2019

**RE:** Monthly Action Follow-Up Report for October 2019

The following is a status report of Planning Board (PB) agenda items for the prior month of October. Some items include information from previous months in cases where final disposition has not yet been determined. Post-monthly actions are included (when known) as of report preparation date. Items are listed in chronological order, beginning with the PB initial hearing on the topic.

#### PROJECTS, PLANS, & PROGRAMS

#### **COMMITTEES & WORKING GROUP MEETINGS**

#### **COMPREHENSIVE PLAN AMENDMENTS**

- Text Amendments:
- Map Amendments:

SSA-2019-02 - FLU change from C to MU-U

09-03-19 PB recommended approval

10-03-19 BCC approved

LSA-2019-01 - FLU change from P to MU-U

7-06-19 PB recommended approval

07-15-19 BCC approved transmittal to DEO

10-03-19 BCC approved

#### LSA-2019-02 FLU change from MU-U to I

09-03-19 PB meeting

10-03-19 BCC approved transmittal to DEO

#### **LAND DEVELOPMENT CODE ORDINANCES**

#### **REZONING CASES**

Rezoning Case Z-2019-13
 09-03-19 Case dropped at PB meeting

2. Rezoning Case Z-2019-14

09-03-19 PB recommended denial

10-03-19 BCC meeting – applicant pulled case the morning of BCC meeting

3. Rezoning Case Z-2019-08

08-06-19 PB recommended approval

10-03-19 BCC approved

# PLANNING BOARD MONTHLY SCHEDULE SIX MONTH OUTLOOK FOR NOVEMBER 2019

(Revised 10/25/19)

A.H. = Adoption Hearing T.H. = Transmittal Hearing P.H. = Public Hearing \* Indicates topic/date is estimated—subject to staff availability for project completion and/or citizen liaison

Meeting Date	LDC Changes and/or Public Hearings	Comprehensive Plan Amendments	Rezoning	Reports, Discussion and/or Action Items
Tuesday, November 5, 2019			• Z-2019-18	Tree Ordinance     Update
Tuesday, December 3, 2019		<ul><li>SSA-2019-03</li><li>LSA-2019-05</li></ul>		
Tuesday, January 7, 2020				
Tuesday, February 4, 2020				
Tuesday, March 3, 2020				
Tuesday, April 7, 2020				

Disclaimer: This document is provided for informational purposes only. Schedule is subject to change. Verify all topics on the current meeting agenda one week prior to the meeting date.

#### **Planning Board-Rezoning**

**Meeting Date:** 11/05/2019 **CASE:** Z-2019-18

APPLICANT: Wiley C. "Buddy" Page, Agent for Knop Family Trust, Owner

**ADDRESS:** 5524 Taramack St; 5404 Bellamy Ave

**PROPERTY REF. NO.:** 35-1S-30-3101-000-001; 35-1S-30-3101-000-000

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

**DISTRICT:** 4 **OVERLAY DISTRICT:** N/A

**BCC MEETING DATE: 12/05/2019** 

#### SUBMISSION DATA:

The applicant initially requested rezoning for both 5524 Tamarack Street and 5404 Bellamy Avenue, However, the applicant has elected to remove the Tamarack property from the rezoning consideration by the Planning Board. Therefore, the following staff analysis applies exclusively to the property located at 5404 Bellamy Avenue.

#### REQUESTED REZONING:

FROM: Com, Commercial (25 du/acre)

**TO: HC/LI-NA**,Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (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

7. A.

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/NA is consistent with the intent and purpose of Future Land Use category MU-U, as stated in CPP FLU 1.3.1, because it allows a mix of residential and non-residential uses while promoting compataible infill development.

#### 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. The parcel does not meet the Locational Criteria as stated in LDC 3-2.11(e). The applicant did not provide a compatibility analysis at the time of submittal. The parcel is located on a local road which is not suitable for delivery trucks and other bulk deliveries that are better served by accessing arterial roadways. The current roadway serves as access to existing residential land uses. The ingress/egress would be from the County maintained road of Briskey located at the southeast corner of the parcel.

#### 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. Within the 500 radius impact area, staff observed properties with zoning district of Commercial, however the majority of the properties are residential use with a large commercial use to the south. The subject parcel should utilize Duval Street which connects to Davis Hwy, an arterial roadway which is also an access for Home Depot.

#### 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 amendment **would** create spot zoning based on the definition in the LDC. If approved, the HC/LI-NA zoning will be isolated and would allow for higher density or intensity than the surrounding properties in the area.

#### 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.

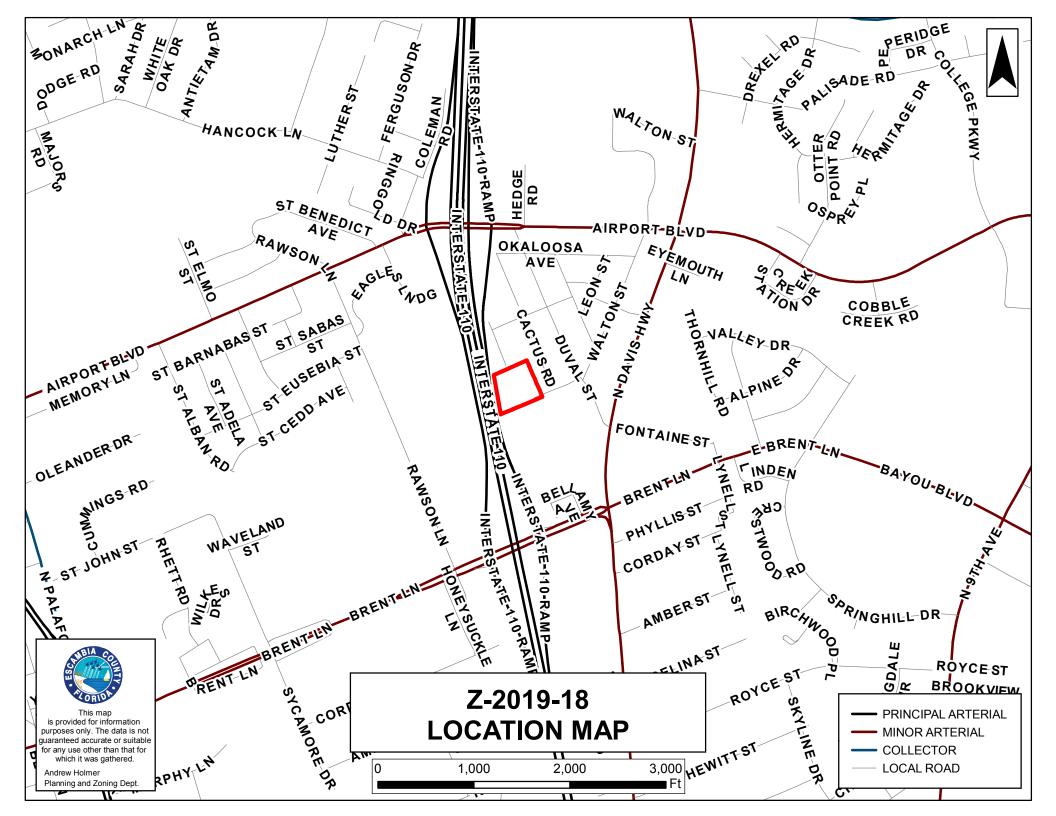
#### **FINDINGS**

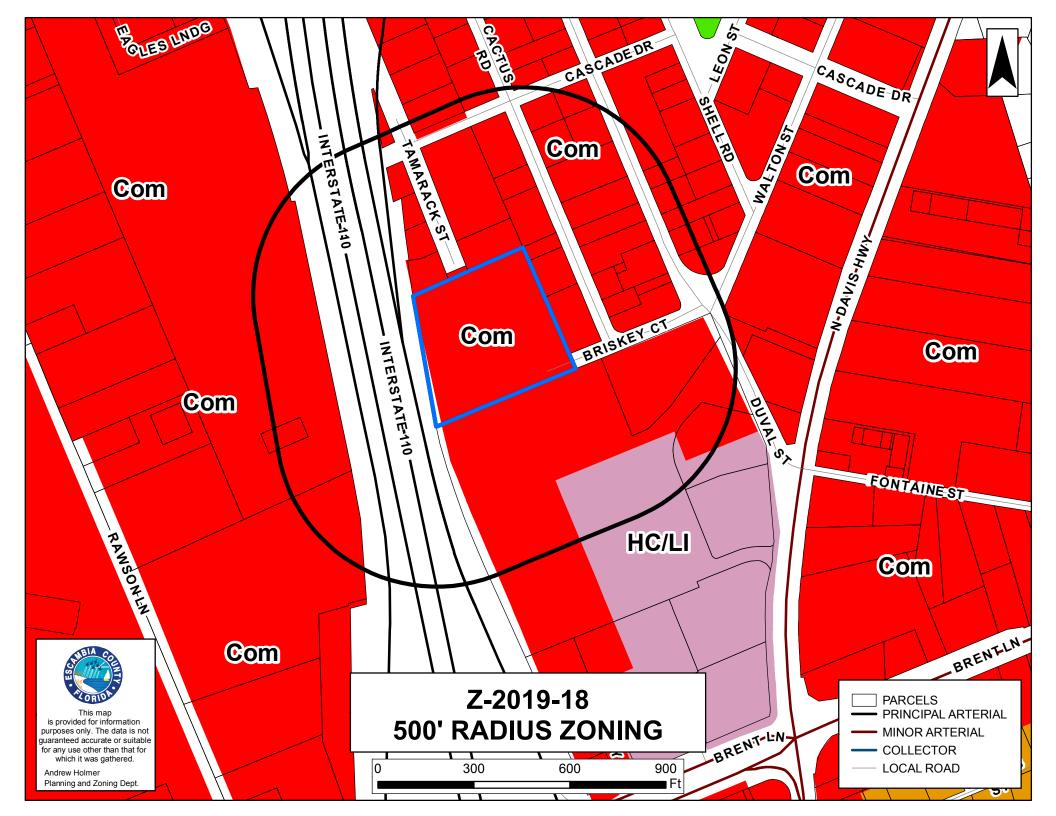
There are no changed conditions in the area. The primary intent of the requested HC/LI-NA district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than those allowed under the existing Commercial district.

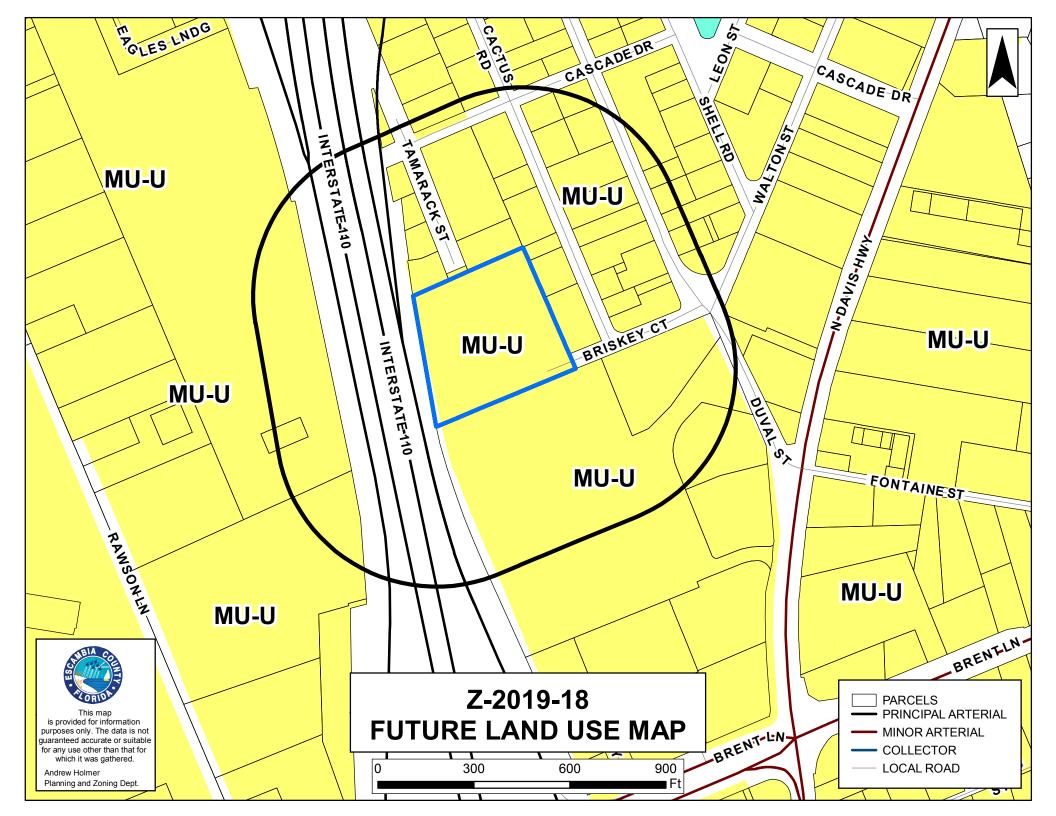
In order to access the nearest arterial roadway, Davis Highway, traffic must utilize Duval and Briskey(Bellamy), which are local streets leading into a neighborhood.

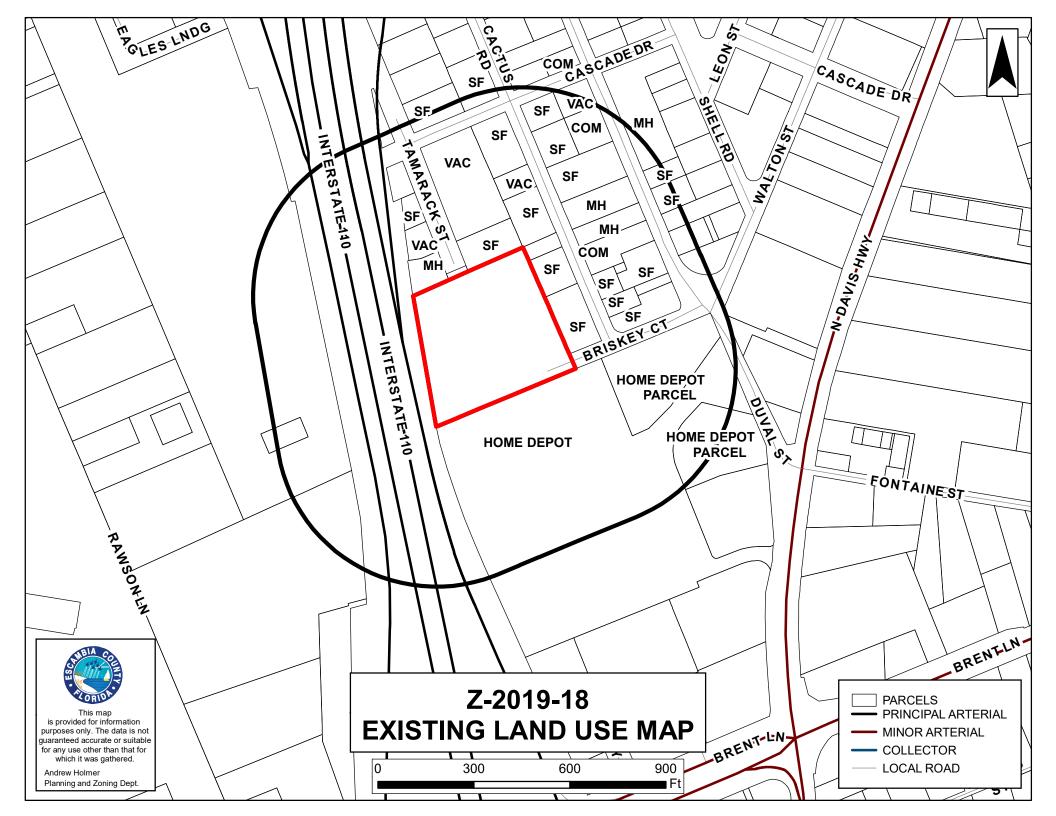
#### **Attachments**

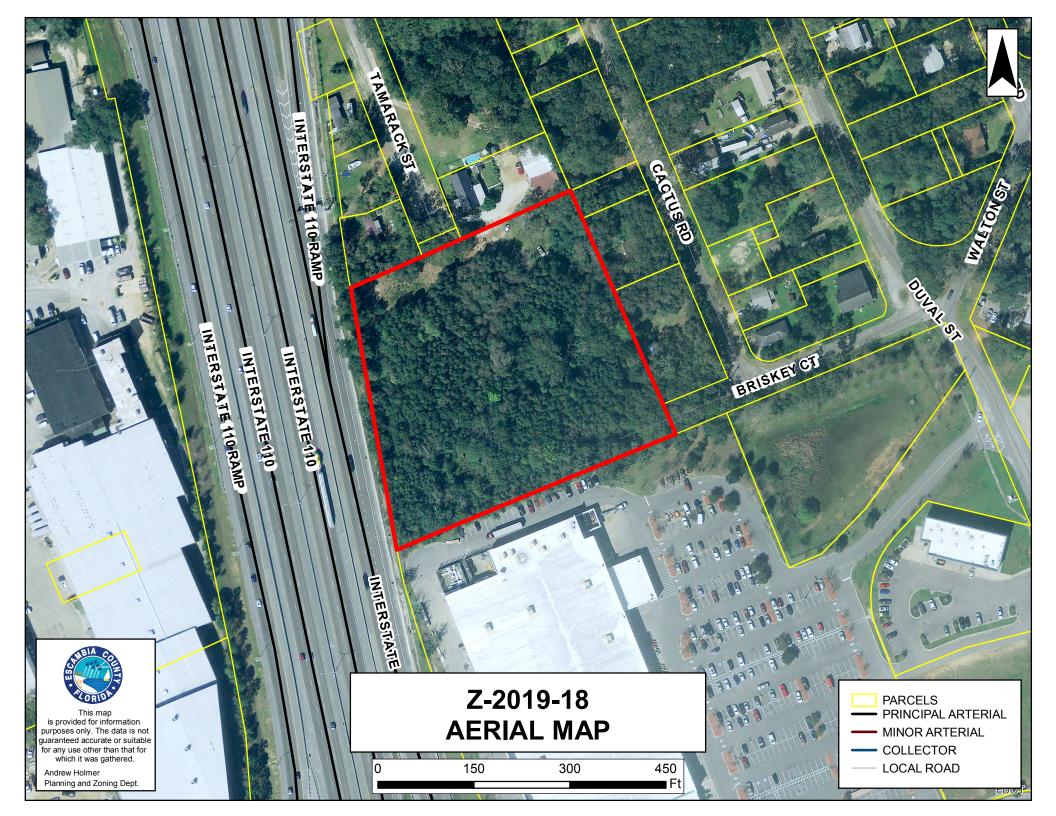
# Z-2019-18













Public Hearing Sign on Bellamy(Briske)



Looking into the southern portion of the south parcel; next to Home Depot



Looking north along Cactus



Looking west along Bellamy (Briske) toward Duval St.



Corner of Duval and Bellamy(Briske)



Looking southwest toward one parcel; Intersection of Bellamy (Briske), Duval & Walton St; Home Depot on left

#### 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:** October 25, 2019

RE: Transportation & Traffic Operations (TTO) Comments – Z-2019-18

TTO Staff has reviewed the Rezoning Case Z-2019-18 agenda item for the Planning Board meeting scheduled for November 5, 2019 regarding the subject property at 5404 Bellamy Avenue (Com to HC/LI-NA). Please see the below comments.

Bellamy Avenue is a two-lane facility with an approximate roadway width of 20 feet and right-of-way width of 50 feet.

Escambia County does not have any capital improvement projects scheduled for either roadway within its Capital Improvements Program. In addition, the Florida Department of Transportation does not show any projects on either Tamarack Street and Bellamy Avenue in planning, design or construction within its 5 Yr. Work Program.

Bellamy Avenue is classified as a local street and assumed to be functioning within its' allowable capacity for traffic volumes.

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



From: Buddy Page

To: Allyson Lindsay; Andrew D. Holmer
Cc: Horace L Jones; rfaggioni@realtor.com

**Subject:** Application modification to delete parcel 35-1S-30-3101-000-001

**Date:** Friday, October 25, 2019 11:30:11 AM

Please allow this email to serve as actual notice to you requesting modification to our application designated as Z-2019-018. While the application originally submitted contained two separate parcels of property, this request is to separate out and delete parcel number **35-1S-30-3101-000-001**. Please contact me if you have any questions or need anything further.

Wiley C."Buddy" Page, MPA, APA

Professional Growth Management Services, LLC

Land Use Zoning Litigation Support Due Diligence
5337 Hamilton Lane - Pace, Florida 32571

Cell 850.232.9853 - budpage1@att.net

### Wiley C. "Buddy" Page, MPA, APA

Professional Growth Management Services, LLC 5337 Hamilton Lane Pace, Florida 32571 Cell 850.232.9853 budpagel@att.net

> Sept. 9, 2019 VIA HAND DELIVERY

Mr. Horace Jones, Director Department of Growth Management 3363 West Park Avenue Pensacola, Florida 32505

Rezoning request: Com. to HC/LI-NA

Parcels: 35-1S-30-3101-000-001 (Parcel "A") &

35-1S-30-3101-000-000 (Parcel "B")

Owner:

**Knop Family Trust, Billings, Montana** Address: 5404 Bellamy Ave Pensacola, 32514

5524 Tamarack St. Pensacola, 32514

Dear Mr. Jones:

The attached application requests Planning Board consideration to change the existing **Commercial** parcels to **HC/LI-NA** zoning. Both parcels are adjacent to existing commercially zoned parcels which includes Home Depot to the south.

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.

copy: Knop Trust



### 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

FOR O	FFICI	Rezol	ning Application				
		ntact Information:	Accepted by: A Lindsay PB Meeting: 11/5/10				
		A. Property Owner/Applicant: Knop Family Trust					
		Mailing Address: 8365 Loftin Drive Pensacola, Florida 32514					
			Cell:				
		Email:					
	В.	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 mus				
2.	Pro	perty Information:	will be voided if changes to this application are found.				
		5524 TAMARACK 5T 4 Existing Street Address: 5404 Bellamy Avenue Pensacola, FL 32503					
		Parcel ID (s):	,				
		35-1S-30-3101-000-000 <b>35-1S-30-3101-000-000</b>					
	B.	Total acreage of the subject pro	3.90 operty: 3.30ac + 1.23ac = 5.19 ac				
		Existing Zoning:Com					
		Proposed Zoning: HC/LI-NA;	explain why necessary and/or appropriate				
	Proposed use not listed as allowed use under existing Commercial zoning category.						
		FLU Category:MU-U					

Sanitary Sewer: X Septic:  Sendment Request  Seroval conditions. The applicant has the burden of presenting competent substantial dence to the reviewing board establishing that the requested zoning district would attribute to or result in a logical and orderly development pattern. The appropriate rounding area within which uses and conditions must be considered may vary with use uses and conditions and is not necessarily the same area required for mailed diffication. A logical and orderly pattern shall require demonstration of each of the
proval conditions. The applicant has the burden of presenting competent substantial dence to the reviewing board establishing that the requested zoning district would attribute to or result in a logical and orderly development pattern. The appropriate rounding area within which uses and conditions must be considered may vary with use uses and conditions area required for mailed
dence to the reviewing board establishing that the requested zoning district would atribute to or result in a logical and orderly development pattern. The appropriate rounding area within which uses and conditions must be considered may vary with se uses and conditions and is not necessarily the same area required for mailed
owing conditions:
ease address ALL the following approval conditions for your rezoning request. (use
plement sheets as needed)
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.  As shown at LDC Sec. 3-1.3(h) the requested HC/LI zoning category is consistent with the Mixed Use-Urban Future Land Use category.
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  LDC Sec. 3-2.11(f)(1) states "The district is apppriate to provide transistions between areas zoned or used for commercial and areas zoned or used for industrial." The site is surrounded by Commercially zoned parcels including Home Depot located south and adjacent to the subject site. Much of the Home Depot site is zoned HC/LI and Commercially zoned portions adjacent to the subject are being utilized for outside rentals, outside storage and deliveries which are allowed only under the HC/LI classification(see photos attached).

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.

LDC Ch.6 defines compatibility as " A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition." This immediate area has several examples where existing Commercial and HC/Ll zoned properties are adjacent to one another even though many of the sites have owner and absentee owner residential uses.

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 HC/LI zoning uses are not unlike those uses allowed under the adjacent Commercially zoned properties. The adjacent Home Depot site has split zoning including HC/LI and Commercial. While adjacent Home Depot is zoned Commercial in the vacinity of

the subject site, its actual uses are only permitted under the HC/LI category. The requested

zoning will be compatible with surrounding uses.

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 continues to experience development interests. The southeast corner of the Home Depot retail area has a major commercial retail project currently construction.

Across Interstate 110 to the west, the Pensacola Christian College has recently completed a multistory student housing facility. North of the site a large retirement community complex was recently opened on Airport Boulevard. The preposed rezoning, then, is appropriate and timely for the area.

Signature of Property Owner

#### 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): 35-15-30-3101-000-001 \$ 25-15-30-3101-000-000  SEZYTAMARACK ST, PENSACOLA, FL 32-503 \$  Property Address: 5504 BELLAMY AVE, PENSACOLA, FL 32-503				
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.				
ON THIS DAY OF, YEAR OF, YEAR OF				
Signature of Property Owner Printed Name of Property Owner Date				

Printed Name of Property Owner

Date

Signature of Property Owner

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

CONCURRENCY DETERMINATION ACKNOWLEDGMENT					
Property Reference Number(s): 35-15-30-3101-000-001 \$ 25-15-30-3101-000-000 5524 TAMARACK ST, PENSACOLA, PL 32503 \$					
Property Address: 5504 BELLAMY AVE, PENSACOLA, FL 32503	9				
I/We acknowledge and agree that no future development for which concurrency of required facilities and somust be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency the development based on the actual densities and intensities proposed in the future development's permapplication.	ency for				
I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land I amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and service 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 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 and available to serve the new development at the time of the issuance of a certificate of occupancy.	in place				
c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time to development permit is issued.	he				
d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract construction of the facilities at the time the development permit is issued and the agreement requires to 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, as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement guarantee the necessary facilities and services to be in place and available to serve the new development time of the issuance of a certificate of occupancy.	on F.S., or nt will				
f. For roads, the necessary facilities needed to serve the development are included in the first three years of applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or und construction no more than three years after the issuance of a County development order or permit.					
ON THIS DAY OF, YEAR OF, YEAR OF, YEAR OF					
Wheeh W CHEAPMAN	शामाव				
Signature of Property Owner Printed Name of Property Owner	Date				

Printed Name of Property Owner

Date

Signature of Property Owner

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

CONCURRENCY DETERMINATION ACKNOWLEDGMENT				
Property Reference Number(s): 35-1S-30-3101-000-001 \$ 35-1S-30-3101-000-000  SEZYTAMARACK ST, PENSACOLA, FL 32503 \$  Property Address: 5504 BELLAMY AVE, PENSACOLA, FL 32503				
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:				
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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.				
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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.				
ON THIS DAY OF, YEAR OF, YEAR OF,				
Mark CHAPMAN, AS POR FOR  JEFFREY CHAPMAN  Signature of Property Owner  Printed Name of Property Owner  Date				

Printed Name of Property Owner

Date

Last Updated: 10/6/17-Rezoning

Signature of Property Owner

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

CONCURRENCY DETERMINATION ACKNOWLEDGMENT
Property Reference Number(s): 35-1S-30-3101-000-001 \$ 35-1S-30-3101-000-000  5524 TAMARACK ST, PENSACOLA, PL 32-503 \$
Property Address: SSO4 BELLAMY AVE, PENSACOLA, FL 32503
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:
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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.
ON THIS DAY OF, YEAR OF, YEAR OF,
Mark V. Signature of Property Owner  MARK CHEAPMAN. AS POAFOR  ELIZABETH CHEAPMAN  Printed Name of Property Owner  Date

Printed Name of Property Owner

Date

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

CONCURRENCY DETERI	MINATION ACKNOWLEDGMENT	
SSZYTAMARACK ST	-000-001 \$ 25-15-30-3101-000-000 T. PENSACOLA, FL 32502 \$ E, PENSACOLA, FL 32503	
must be certified shall be approved for the subject pa	ment for which concurrency of required facilities and arcel(s) without the issuance of a certificate of concurn tensities proposed in the future development's pern	rency for
	zoning district amendment (rezoning) or Future Land antee that concurrency of required facilities and serv subject parcels.	
100 mm 10	oment for which concurrency must be certified shall but the conditions of the Comprehensive Plan will be met agement system prior to development approval:	
a. The necessary facilities or services are in place at t	he time a development permit is issued.	
Section 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997	dition that the necessary facilities and services will be ne time of the issuance of a certificate of occupancy.	in place
c. For parks and recreation facilities and roads, the new development permit is issued.	ecessary facilities are under construction at the time	the
200 (a) (b) (b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	acilities are the subject of a binding executed contract opment permit is issued and the agreement requires year of the issuance of the development permit.	
development agreement may include, but is not l 163.3220, F.S., or as amended, or an agreement of as amended. For wastewater, solid waste, potab	ed in an enforceable development agreement. An enfimited to, development agreements pursuant to Sector development order issued pursuant to Chapter 380 le water, and stormwater facilities, any such agreeme be in place and available to serve the new development.	ion ), F.S., or ent will
applicable Five-Year Florida Department of Trans	the development are included in the first three years portation (FDOT) Work Program or are in place or und ssuance of a County development order or permit.	
4	NDERSTAND AND AGREE WITH THE ABOVE STAT	
Signature of Property Owner	MARK CHAPMAN, AS POA FOR DEBORAH - KENNETH KNOP Printed Name of Property Owner	Blu lo
Signature of Property Owner	Printed Name of Property Owner	Date

As owner of the property located at 5	504 BELLAMY AV	Pensacola F	1, FL32503, \$	
& 35-1S-30-3101-000-000				
				and making
a presentation to the Planning Board a		50.00 15.00 to 10.00 to		
			. A	
reserves the right to rescind this Limite	ed Power of Attorney	at any time	with a written, nota	rized notice
to the Development Services Bureau.	•			
Agent Name: Wiley C. "Buddy" Page	En	nail: budpage	1@att.net	
Address: 5337 Hamilton Lane Pace, F	lorida 32571		Phone: 850	232-9853
W. 11) CO.			_	
Mach V. Clerken			-	114119
Signature of Property Owner	Printed Name of Prope	rty Owner	Date	2
Signature of Property Owner	Printed Name of Prope	rty Owner	Date	 2
F1 . 1		/		
STATE OF Florida	co	OUNTY OF	scampin	
by Mark W. Chapman				- ·
Personally Known   OR Produced Iden	ntification⊠. Type of I	Identification	Produced: Honda	Drivers Luns
Kimberly D. Standar	A Deir	Kimberly	D. SHawar	_
Signature of Notes y	PIII	nted Name Of N	ocal y	
MY COMMISS EXPIRES:	SION # GG 180858 April 27, 2022			
	As owner of the property located at 5	As owner of the property located at 5524 Tamarack Street	As owner of the property located at 5524 Tamarack Street Pensacola, F., Florida, property reference number(s) 35-1s.  & 35-1s-30-3101-000-000	for the sole purpose of completing this application a presentation to the Planning Board and the Board of County Commissioners to request a rethe above referenced property. This Limited Power of Attorney is granted on this Limited Power of County Commissioners or the Bo Adjustment has rendered a decision on this request and any appeal period has expired. The reserves the right to rescind this Limited Power of Attorney at any time with a written, not at to the Development Services Bureau.  Agent Name: Wiley C."Buddy" Page  Address: 5337 Hamilton Lane Pace, Florida 32571  Phone: 850  Signature of Property Owner  Printed Name of Property Owner  Date  Signature of Property Owner  Printed Name of Property Owner  Date  STATE OF  Florida  COUNTY OF  Scandia  The foregoing instrument was acknowledged before me this  Juth  day of  August  Limberty D. Attaway  Frinted Name of Notary  KIMBERLY D. ATTAWAY  MY COMMISSION # 96 180858  EXPIRES: April 27, 2022  Bonded Thu Notary Public Underwriters

As owner of the property located	5504 BELLAMY AVE, PEN	vsAcount, FL32503, \$
	property reference number(s)	
& 35-1S-30-3101-000-000	hereby designate	Wiley C. "Buddy" Page
		ompleting this application and making
a presentation to the Planning Ro		nmissioners to request a rezoning on
		granted on this 14th day of August
the year of, 2019, and is ef		
Adjustment has rendered a decisi		
		time with a written, notarized notice
to the Development Services Bure		
Agent Name: Wiley C. "Buddy" Pag	ge Email <u>:</u> bu	dpage1@att.net
Address: 5337 Hamilton Lane Page		Phone: 850 232-9853
$\mathcal{M}$	MARK CHAPMAN,	AS POA FOR
Mark N. life	DAVID CHAPMAN	81,410
Signature of Property Owner	Printed Name of Property Own	er Date
	No Core I was a large of the large	_
Signature of Property Owner	Printed Name of Property Own	er Date
STATE OF Florida	COLINITY	OF Escambia
The foregoing instrument was ask	rowledged before me this	OF Escambia the day of <u>August</u> 20 19, cation Produced: <u>Florida Drivers li</u> u
by Wark 1) Channe	inowledged before the this	
Personally Known □ OR Produced	Identification Type of Identifi	ication Produced: Florid Drivers Line
/ OK Floduced	and the state of t	cation roduced. <u>F Coneta Drivers or</u>
Washerle D Allow Dec	Vinho	de D Allanda
Signature of Notary	Printed Nar	me of Notary
		/
MY C	CIMBERLY D. ATTAWAY COMMISSION # GG 180858 EXPIRES: April 27, 2022 I Thru Notary Public Underwriters	
(Notary Seal)	The rectal y Public Underwriters	

	SSOY BELLAMY AVE, PENSACOLA, ited at 5524 Tamarack Street Pensacola, FL 3	FL32503, \$				
	ida, property reference number(s) 35-1s-30					
& 35-1S-30-3101-000-000	hereby designate   Wiley C.	"Buddy" Page				
4 00-10-00-0101-000-000	for the sole purpose of completing					
	g Board and the Board of County Commissione					
	ty. This Limited Power of Attorney is granted o					
WORK SECOND SOCIAL SECOND SECO	is effective until the Board of County Commiss					
	ecision on this request and any appeal period					
	his Limited Power of Attorney at any time with	n a written, notarized notice				
to the Development Services I	bureau.					
Agent Name: Wiley C. "Buddy"	'Page Email: budpage1@	att.net				
Address: 5337 Hamilton Lane		Phone: 850 232-9853				
20101100	MARK CHAPMAN, ASPOAP					
Marke W. lungh	JEFFREY CHEAPMAN					
Signature of Property Owner	Printed Name of Property Owner	Date				
Signature of Property Owner	Printed Name of Property Owner	 Date				
STATE OF Florida	COUNTY OF <u>Es</u> s acknowledged before me this <u>1445</u> da	cambia				
The foregoing instrument was	s acknowledged before me this/᠘ᠰ//da	ay of <u>August</u> 20 19,				
by Mark W. Chap	man.					
	uced Identification T. Type of Identification Pro	oduced: Florida Drivers				
Personally Known 🗆 OR Produ	Kimberly D. Mawarf Kimberly D. Allawart					
Personally Known - OR Produ	souf Kimberly	D. Allawarf				

	<u> </u>	504 BELLAMY AVE, PE	NSACOLA, FL325	3, ₹
	As owner of the property located at 5			0.001
	& 35-1S-30-3101-000-000	perty reference number(s)_	Wiley C "Buddy" B	2200
	& 35-13-30-3101-000-000	hereby designate		
		for the sole purpose of		
	a presentation to the Planning Board			The state of the s
	the above referenced property. This Li	5 N N N		
	the year of, 2019, and is effecti			
	Adjustment has rendered a decision o	n this request and any app	eal period has expire	d. The owner
	reserves the right to rescind this Limit	ed Power of Attorney at an	y time with a writter	n, notarized notice
	to the Development Services Bureau.			
	Agent Name: Wiley C. "Buddy" Page	Email: <u>b</u>	udpage1@att.net	
	Address: 5337 Hamilton Lane Pace, F	Florida 32571	Pho	ne: 850 232-9853
	$\mathcal{M}_{I}$	MARK CHAPMAN,	as poafor	
~	Wack Vergen	- ELIZABETH CHAPMAN		81,419
~	Signature of Property Owner	Printed Name of Property Ow	ner	Date
	Signature of Property Owner	Printed Name of Property Owner		Date
	-1 /			
	STATE OF Florida	COUNTY	OF Escambi	<u> </u>
	The foregoing instrument was acknow		day of Jun	qust 20 19,
	by Mark W. Chapman		·	, ,
	Personally Known   OR Produced Idea	ntification⊠. Type of Identi	fication Produced:	Florida Driverslice
	11 - 11	0	1 1 - 111	
	Kimbuly D. Shaway	L King	berly D. Alla	whof
	Signature of Notary	Printed N	ame of Notary	/
	1000000			
	KIMBEI	RLY D. ATTAWAY		
	41-2: MAN	SSION # GG 180858		
	1 2 2 111 140 2	ES: April 27, 2022 lotary Public Underwriters		
	(Notary Seal)			

	As owner of the property located	5504 BELLAMY	AVE, PENSACOUN, FL	325D3, \$	
	As owner of the property located	property reference of	umber(s) 35-1s-30-31	01-000-001	
	& 35-1S-30-3101-000-000	hereby desig			
				s application and making	
	a presentation to the Planning Bo	173		ALLEY ST.	
	the above referenced property. T	his Limited Power of	Attorney is granted on th	nis 14th day of Account	
	the year of, 2019, and is e				
	Adjustment has rendered a decisi	ion on this request an	d any appeal period has	expired. The owner	
	reserves the right to rescind this l	Limited Power of Atto	orney at any time with a	written, notarized notice	
	to the Development Services Bure	eau.			
	Agent Name: Wiley C. "Buddy" Pa		Email: budpage1@att.		
	Address: 5337 Hamilton Lane Pa		2	Phone: 850 232-9853	
~	Mark Wissen		pman, as poa for cenneth knop	81ાય[ાવ	
	Signature of Property Owner Printed Name of F		Property Owner	Date	
	Signature of Property Owner	Printed Name of	Property Owner	Date	
	STATE OF <u>Florida</u> The foregoing instrument was act	 knowledged before m	COUNTY OF <u>Escan</u> ne this <u>/</u> #hday o	nbia f lugust 20 19,	
	The foregoing instrument was acknowledged before me this / 4th day of Mgast 20 19, by Mark W. Chapman				
	Personally Known □ OR Produced		e of Identification Produ	ced: Florida Drivers Lie	
	Kemberty D. Allan	afe)	Kingherly D.	Slaway	
	Signature of Notary		Printed Name of Notary	0	
	MY CO	MBERLY D. ATTAWAY DMMISSION # GG 180858 PIRES: April 27, 2022 Thru Notary Public Underwriters			

5. Submittal Requirements

		A.		: All applicable areas of the		
			and submitted to the Planning and 32505.	Zoning Department, 3363 \	West Park Place, Pens	acola, FL
		В.		iew fees visit the website:		
			http://myescambia.com/business/	ds/planning-board or conta	ct us at 595-3547	
			Note: Application fees include a \$5 te the applicant. Payments must be sub application. Please make checks paya accepted (a 3% fee will be added for	mitted prior to 3 pm of the cl ble to Escambia County. Mast	osing date of acceptanc	e of
		c.		nip (ex: copy of Tax Notice o		<u>D</u> a
		D.	Compatibility Analysis	: Corporation/LLC documen (if applicable): If the subject	4.6	eet the
			roadway requirements of Location		The state of the s	
			applicant is required to provide su			ding the
			parcel or use that were not anticip Compatibility" within the request zoning d		eria. (See "Documented	
		E.		Affidavit of Owner/Limited I	and the control of th	D
			Concurrency Determination Ackno	wiedgement (pages 4 and 5	)).	
	1) 1	am dul	ture, I hereby certify that: y qualified as owner(s) or authorized a g, and staff has explained all procedure		this application is of my	own
	n	nisrepr	mation given is accurate to the best of esentation of such information will be a on of any approval based upon this approval	grounds for denial or reversal o		
			tand that there are no guarantees as to efundable; and	the outcome of this request,	and that the application	fee
	C	f site in	ize County staff to enter upon the prop nspection and authorize placement of a on(s) to be determined by County staff;	public notice sign(s) on the pr		
			are that Public Hearing notices (legal acoment Services Bureau.	d and/or postcards) for the req	uest shall be provided b	y the
	1/	lark	W. Central	MARKCHAPMA	N	3/4/19
7	Signat	ure of C	Owner/Agent	Printed Name Owner/Agent		Date
<b>-</b> /	Signat	ure of C	Owner	Printed Name of Owner		Date
		OF _j	COUNTY OF	Escambia august 2019	The foregoing in by Mark W. Chap	nstrument I <u>ma n</u> .
	Perso	nally K	nown     OR Produced Identification . 1	Type of Identification Produced	: Florida Driver	sliense
	Signat	mbus ure of N	J.D. Mary	Printed Name of Notary	MY COMMISSI EXPIRES:	D. ATTAWAY GN # GG 180858 April 27, 2022 y Public Underwriters

2)

3)

Signature of Notary

	5.	<u>Sut</u>	ubmittal Requirements	
		A.	and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensi	
		В.		
			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 the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance application. Please make checks payable to Escambia County. MasterCard and Visa are als accepted (a 3% fee will be added for credit card payments).	e of
		C. D. E.	Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)  Compatibility Analysis (if applicable): If the subject property does not m roadway requirements of Locational Criteria, a compatibility analysis prepared by th applicant is required to provide substantial evidence of unique circumstances regard parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)	eet the ne ding the
By 1)	Ian	n dul	nature, I hereby certify that: uly qualified as owner(s) or authorized agent to make such application, this application is of my ing, and staff has explained all procedures relating to this request; and	own
2)	mis	repr	ormation given is accurate to the best of my knowledge and belief, and I understand that deliber presentation of such information will be grounds for denial or reversal of this application and/ostion of any approval based upon this application; and	
3)			rstand that there are no guarantees as to the outcome of this request, and that the application -refundable; and	fee
4)	of s	site ir	orize County staff to enter upon the property referenced herein at any reasonable time for pur inspection and authorize placement of a public notice sign(s) on the property referenced hereition(s) to be determined by County staff; and	• 1,
5) Sign	Dev	reh	ware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided to present Services Bureau.  MARK CHAPMAN, AS POA FOR  DAVID CHAPMAN  Fowner/Agent  Printed Name Owner/Agent	oy the <u>કાપીણ</u> Date
			f Owner Printed Name of Owner	Date
ST/	ATF (	DF A	Florida COUNTY OF Escambia The foregoing in	

Printed Name of Notary

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

	5.	<u>Sub</u>	omittal Requirements				
		A.		ation: All applicable areas of the application sha and Zoning Department, 3363 West Park Place			
		В.		To view fees visit the website: ness/ds/planning-board or contact us at 595-354	47		
			the applicant. Payments must be	\$5 technical fee. Cost of the public notice mailing is e submitted prior to 3 pm of the closing date of acc payable to Escambia County. MasterCard and Visa I for credit card payments).	eptance of		
		c.		nership (ex: copy of Tax Notice or Warranty Dee			
	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.		zed Affidavit of Owner/Limited Power of Attorn cknowledgement (pages 4 and 5).	icy AND		
By (	Ian	n dul		red agent to make such application, this application in edures relating to this request; and	s of my own		
2)	mis	repr		st of my knowledge and belief, and I understand tha Il be grounds for denial or reversal of this application is application; and			
3)			stand that there are no guarantees efundable; and	as to the outcome of this request, and that the app	lication fee		
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)			are that Public Hearing notices (leg	gal ad and/or postcards) for the request shall be pro MARK CKAPMAN: AS POA FOR			
1		rek	W. Veglin	JEFFREY CHAPMAN			
Sign	atùre	e of C	Owner/Agent	Printed Name Owner/Agent	Date		
Sign	ature	e of C	Owner	Printed Name of Owner	Date		

Sign The foregoing instrument was acknowledged before me this \_\_\_\_\_day of Personally Known | OR Produced Identification . Type of Identification Produced: KIMBERLY D. ATTAWAY
MY COMMISSION # GG 180858 Signature of Notary Printed Name of Notary EXPIRES: April 27, 2022

Bonded Thru Notary Public Underwriters

Ву 1)

2)

3)

4)

5)

5.	Sub	omittal Requirements				
	A.		All applicable areas of the application shall be to oning Department, 3363 West Park Place, Pens			
	В.	Application Fees: To vie	w fees visit the website: s/planning-board or contact us at 595-3547			
		the applicant. Payments must be subm	nnical fee. Cost of the public notice mailing is to be witted prior to 3 pm of the closing date of acceptant le to Escambia County. MasterCard and Visa are also edit card payments).	ce of		
	C.		p (ex: copy of Tax Notice or Warranty Deed) AN	<u>ID</u> a		
	<ul> <li>Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)</li> <li>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")</li> </ul>					
	E.	Compatibility" within the request zoning dist  Signed and Notarized Af  Concurrency Determination Acknow	fidavit of Owner/Limited Power of Attorney AN	ID		
l am	dul	ture, I hereby certify that: ly qualified as owner(s) or authorized age g, and staff has explained all procedures i	nt to make such application, this application is of m relating to this request; and	y own		
misr	epre		y knowledge and belief, and I understand that delib ounds for denial or reversal of this application and/o cation; and			
		stand that there are no guarantees as to t efundable; and	he outcome of this request, and that the application	1 fee		
of si	te ir	나가 하는 그 나는 이 사람들이 가는 사람들이 가는 사람들이 되었다면 하는 사람들이 아니는 사람들이 아니다.	rty referenced herein at any reasonable time for pur ublic notice sign(s) on the property referenced here nd	- Company (Company)		
		are that Public Hearing notices (legal ad a ment Services நமிeau.	and/or postcards) for the request shall be provided   MARK CHAPMAN, AS PDA	by the		
Mar nature		Dwner/Agent	FOR ELIZABETH CHAPMAN Printed Name Owner/Agent	Bli410		
nature	of C	Owner	Printed Name of Owner	Date		

Signature of Owner Printed Name of Owner was acknowledged before me this \_\_\_\_\_\_\_day of \_\_\_\_\_\_ The foregoing instrument Personally Known | | OR Produced Identification |. Type of Identification Produced:

Signature of Notary

Printed Name of Not

KIMBERLY D. ATTAWAY MY COMMISSION-16GA,180858 EXPIRES: April 27, 2022 Bonded Thru Notary Public Underwriters

2)

3)

4)

5)

Signature of Notary

was acknowledged before me this day of

	_	• •			
	5.	Sut	omittal Requirements		
		Α.	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: <a href="http://myescambia.com/business/ds/planning-board">http://myescambia.com/business/ds/planning-board</a> 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) <u>AND</u> 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 1)	Ian	n dul	ture, I hereby certify that: y qualified as owner(s) or authorized agent to make such application, this application is of my own g, 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)			are that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the ment Services Bureau.  WALK CHAPMAN, AS POA FOR		
Sign	111		DEBORAHL * KENNETH KNOP SINII Date  Deborahl * KENNETH KNOP Date		
Sign	-	e of C	Owner Printed Name of Owner Date		

Printed Name of N KIMBERLY D. AT(FAWAY seal) MY COMMISSION # GG 180858 EXPIRES: April 27, 2022 Bonded Thru Notary Public Underwriters

\_\_\_ 20 /1

Personally Known | OR Produced Identification . Type of Identification Produced: F1



Recorded in Public Records 07/30/2012 at 02:24 PM OR Book 6888 Page 1473, Instrument #2012058602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

After recording please return to: CALTON HAMMAN & WOLFF, P.C. 2075 Central Avenue Billings, MT 59102-4956

#### **QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, the undersigned, **DEBORAH KNOP**, of 2030 Avenue B, Billings, MT 59102 hereby quitclaims unto **KENNETH R. KNOP and DEBORAH A. KNOP**, Trustees of THE KNOP FAMILY REVOCABLE TRUST, of 2030 Avenue B, Billings, Montana 59102, any and all interest she may have in and to that certain real property in Escambia County, Florida described as follows:

Beginning 1986 feet West and 1345 feet North of Southeast corner of Cloptons 60 Acre Tract North 61 degrees East 5 92/100 chains North 29 degrees West 25 5/10 chains North 61 degrees East 17 06/100 chains South 29 degrees East 210 feet for point of beginning continue same course 1050 feet South 61 degrees West 420 feet North 29 degrees West 1050 feet North 61 degrees East 420 feet to point of beginning Deed Book 402 Page 105 less Deed Book 782 Page 764-Salter less Deed Book 446 P 684 Road right-of-way less Official Record 2 Pag 376 State of Florida less Official Record 25 Page 690-Cox less Official Record 2021 Page 644-Chavis less Deed Book 520 Page 493-MacVaughn less Deed Book 562 Page 420 State of Florida less Deed Book 559 Page 700 State of Florida less Official Record 1578 Page 726 McVaughan less Official Record 1921 Page 338 Floyd less Official Record 31 Page 296-Brown less right-of-way for State Road No. 8A less Official Record 2196 Page 139-Griffin less Official Record 1952 Page 589-Mitchell less Official Record 1929 Page 141-Bailey less Official Record 346 Page 449-Bullard less Official Record 352 Page 416-Bullard less right-of-way for State Rd. 8-A Section 35/48 Township 1 South Range 30 West.

DATED this 9th day of July, 2012.

WITNESSIS:

Yay Deedew KAY BEECHER

DEBORAH KNOP

STATE OF MONTANA

: SS.

County of Yellowstone

County of Yellowstone

On this 9<sup>th</sup> day of July, 2012, before me, the undersigned Notary Public for the State of Montana, personally appeared **DEBORAH KNOP**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hercunto set my hand and seal the day and year first above written.  $\Lambda$ 

SEAL SEAL SEAL

KAY BEECHER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
March 25, 2015

Notary Public for the State of Montana



After recording please return to: CALTON HAMMAN & WOLFF, P.C. 2075 Central Avenue Billings, MT 59102-4956

#### QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, the undersigned, **DEBORAH KNOP**, of 2030 Avenue B, Billings, MT 59102 hereby quitclaims unto **KENNETH R. KNOP and DEBORAH A. KNOP**, Trustees of THE KNOP FAMILY REVOCABLE TRUST, of 2030 Avenue B, Billings, Montana 59102, any and all interest she may have in and to that certain real property in Escambia County, Florida described as follows:

Begin at an existing iron pipe marking the intersection of the North line of Clopton's 60 acres with the East right of way line of State Road No. 8-A (Interstate No. 110, 300' R/W); thence North 61 degrees 00 minutes 00 seconds East along said North Line for a distance of 449.91 feet to the West line of Crestview, a subdivision as recorded in Plat Book 1, at page 13 of the public records of Escambia County, Florida; thence North 29 degrees 02 minutes 32 seconds West along said West line for a distance of 421.04 feet; thence South 61 degrees 00 minutes 00 seconds West for a distance of 369.36 feet to aforesaid East right of way line of State Road No. 8-A; thence South 18 degrees 12 minutes 31 seconds East along said right of way line for a distance of 428.61 feet to the Point of Beginning. Containing 3.96 acres, more or less, and all lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida

DATED this 9th day of July, 2012.

WITNESSES:

Jay December KAY BEECHE DEBORAH KNOP

DEBORAH KNOP

GRANTEE

STATE OF MONTANA

: ss.

County of Yellowstone

Outlies the least of Name of Yellowstone

On this 9<sup>th</sup> day of July, 2012, before me, the undersigned Notary Public for the State of Montana, personally appeared **DEBORAH KNOP**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

SEAL

SEAL

OF MONTHS

KAY BEECHER

NOTARY PUBLIC for the

State of Montana

Residing at Billings, Montana

My Commission Expires

March 25, 2015

Notary Public for the State of Montana

Real Estate Search Tangible Property Search Sale List

Printer Friendly Version Navigate Mode 

Account 

Reference General Information Assessments Reference: 351S303101000001 Year Land Total **Imprv** Cap Val Account: 040130000 2019 \$30,164 \$0 \$30,164 \$28,767 Owners: CHAPMAN MARK 1/5 INT & 2018 \$30,164 \$0 \$30,164 \$26,152 KNOP KENNETH R & 2017 \$30,164 \$0 \$30,164 \$23,775 KNOP DEBORAH A TRUSTEES FOR KNOP FAMILY TRUST 1/5 INT &... P Mail: 8365 LOFTON DR Disclaimer PENSACOLA, FL 32514 Situs: 5524 TAMARACK ST 32503 **Tax Estimator Use Code:** VACANT RESIDENTIAL P Taxing COUNTY MSTU > File for New Homestead Exemption **Authority:** Online Tax Inquiry: Open Tax Inquiry Window Sales None Official Records Sale Date Book Page Value Type (New BEG 1986 FT W AND 1345 FT N OF SE COR OF CLOPTONS Window) 60A TRACT N 61 DEG E 5 92/100 CHNS N 29 DEG W 25 07/09/2012 6888 1473 \$100 QC View Instr 5/10 CHNS... 12/1998 4344 2005 \$100 OT View Instr Extra Features None Launch Interactive Mag Section Map Id: CASCADE DR 35-15-30-4 Approx. Acreage: 1.3000 Zoned: 🔑 Com Evacuation & Flood Information Open Report View Florida Department of Environmental Protection(DEP) Data Buildings

None

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.

Real Estate Search Tangible Property Search Sale List

Navigate Mode 

Account 

Reference Printer Friendly Version General Information Assessments Reference: 351S303101000000 & Count: 040129000 Year Land **Imprv** Total Cap Val 2019 \$31,350 \$0 \$31,350 \$31,350 CHAPMAN MARK 1/5 INT & Owners: 2018 \$31,350 \$0 \$31,350 \$31,350 KNOP KENNETH R & 2017 \$31,350 \$0 \$31,350 \$31,350 KNOP DEBORAH A TRUSTEES FOR KNOP FAMILY TRUST 1/5 INT &... P Mail: 8365 LOFTON DR Disclaimer PENSACOLA, FL 32514 5404 BELLAMY AVE 32503 Situs: **Tax Estimator** Use Code: VACANT COMMERCIAL P Taxing COUNTY MSTU > File for New Homestead Exemption **Authority:** Tax Inquiry: Open Tax Inquiry Window Sales 2019 Certified Roll Exemptions Data None Official Records Sale Date Book Page Value Type (New BEG AT INTER OF CLOPTONS 60A TRACT & E R/W LI OF I-Window) 110 N 61 DEG E ALG N LI 449 91/100 FT TO W LI OF 07/09/2012 6888 1474 \$100 QC View Instr CRESTVIEW S/D N... 12/1998 4344 2007 \$100 OT View Instr Extra Features Escambia County Clerk of the Circuit Court and None Launch Interactive Mag Section Map Id: 35-1S-30-4 Approx. Acreage: 3.3000 Zoned: 🔑 Com Evacuation & Flood Information Open Report

> Buildings Images

View Florida Department of Environmental Protection(DEP) Data

#### LIMITED POWER OF ATTORNEY

I, Jeffrey M. Chapman residing at 603 Panama Drive, Crestview, Florida 32536, hereby appoint Mark W. Chapman of 8365 Lofton Drive, Pensacola, Florida 32514, as my attorney-infact ("Agent") to exercise the powers and discretions described below. This Power of Attorney is revoked and shall not be effective if I am incapacitated. My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

 Sell or convey any interest of mine in real estate located at 5404 Bellamy Avenue, Pensacola, Florida 32503 and legally described on the attached Exhibit A.
 Sell or convey any interest of mine in real estate located at 5524
 Tamarack Street, Pensacola, Florida 32503 and legally described on the

This power shall include the power to:

attached Exhibit B.

- sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above,
- sign any documents (including deeds) that may be required to convey title to such property (including changing tenancy regarding right of survivorship), and
- (iii) collect and receive the proceeds from any such sale.

I hereby grant to my Agent, Mark W. Chapman, the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

The foregoing power of attorney was, on the date written above, published and declared by Jeffrey M. Chapman in our presence to be his power of attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

STATE OF FLORIDA,	
COUNTY OF OKO 0000 ss:	
The foregoing instrument was acknowledged	before me this 6 day of
	M. Chapman, who is personally known to
me or who has produced FL Grivers	
HOOOR ROSAL Notary Public State of Florida	KACIEE H. PURSLEY Notary Public – State of Florida My Commission Expires Jan. 27, 2019 Commission No. DD956244
Witness Signature:  Name: Alluy Muri Address: 1328 n. F	rell Ferdon Blud P. Fl 3=534

Witness Signature: Kalms HYMCherry
Name:
Address: 13287 Fewler Blook Crestoin, 48 32536

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

- (i) my income to be taxable to my Agent,
- (ii) my assets to be subject to a general power of appointment by my Agent, or
- (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertie(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated JUNE 6th , 2013, at TRESTUTEW, Florida.

Jeffrey M. Chyman

Jeffrey M. Chapman

#### Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original.

You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

#### Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be

- 1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
- 2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
- 3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
- 4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.
- 5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
- 6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
- a. Principal's death;
- b. Revocation of the Power of Attorney of principal;
- c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
- d. No additional action is required under the Power of Attorney.
- 7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
- 8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil court.

9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 4/4/2014 Mark W. Classer

#### LIMITED POWER OF ATTORNEY

I, David L. Chapman residing at 1614 Overlake Avenue, Orlando, Florida 32806, hereby appoint Mark W. Chapman of 8365 Lofton Drive, Pensacola, Florida 32514, as my attorney-infact ("Agent") to exercise the powers and discretions described below. This Power of Attorney is revoked and shall not be effective if I am incapacitated. My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

 Sell or convey any interest of mine in real estate located at 5404 Bellamy Avenue, Pensacola, Florida 32503 and legally described on the attached Exhibit A.
 Sell or convey any interest of mine in real estate located at 5524
 Tamarack Street, Pensacola, Florida 32503 and legally described on the attached Exhibit B.

This power shall include the power to:

- sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above,
- sign any documents (including deeds) that may be required to convey title to such property (including changing tenancy regarding right of survivorship), and
- (iii) collect and receive the proceeds from any such sale.

I hereby grant to my Agent, Mark W. Chapman, the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

- (i) my income to be taxable to my Agent,
- (ii) my assets to be subject to a general power of appointment by my Agent, or
- (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertie(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated	2/5/2013	,, at _	Orlando	, Florida.
•				

David L. Chapman

The foregoing power of attorney was, on the date written above, published and declared by David L. Chapman in our presence to be his power of attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

STATE OF FLORIDA,						
COUNTY OF OYCIOOP ss:						
The foregoing instrument was acknowledged before me thisday of						
Feb, 2013 by David L. Chapman, who is personally known to me						
or who has produced FL Driver License as identification.						
Notary Public State of Florida  LAUREN WHITE Notary Public State of Florida Commission# EE 83374 My comm. expires Apr. 12, 2015						

Witness Signature:

Name: Jole 1 Diaz

Address: Ero Nicha Yung pkwy
Chaclo Fl 3780-1

Witness Signature:

Name: Brc-smith

Address: @CO NJChn Young Picucy Orlando, Fr 32804

#### Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original.

You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

#### Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be

- 1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
- 2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
- 3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
- 4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.
- 5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
- 6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
- a. Principal's death;
- b. Revocation of the Power of Attorney of principal;
- c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
- d. No additional action is required under the Power of Attorney.
- 7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
- 8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil court.

9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date:

Mark W. Chapman

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

- my income to be taxable to my Agent,
- my assets to be subject to a general power of appointment by my Agent, or
- my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertic(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated April 19th 2013, at Milton, Florida.

Elizabeth G. Shipley

#### LIMITED POWER OF ATTORNEY

I, Deborah A. Knop residing at 2030 Avenue B, Billings, Montana 59102, hereby appoint Mark W. Chapman of 8365 Lofton Drive, Pensacola, Florida 32514, as my attorney-infact ("Agent") to exercise the powers and discretions described below. This Power of Attorney is revoked and shall not be effective if I am incapacitated. My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

 Sell or convey any interest of mine in real estate located at 5404 Bellamy Avenue, Pensacola, Florida 32503 and legally described on the attached Exhibit A.

Sell or convey any interest of mine in real estate located at 5524

Tamarack Street, Pensacola, Florida 32503 and legally described on the attached Exhibit B.

This power shall include the power to:

- sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above,
- sign any documents (including deeds) that may be required to convey title to such property (including changing tenancy regarding right of survivorship), and
- collect and receive the proceeds from any such sale.

I hereby grant to my Agent, Mark W. Chapman, the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

- my income to be taxable to my Agent,
- · my assets to be subject to a general power of appointment by my Agent, or
- my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertie(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated <u>February</u> 8, 2013, at Billings, Montana.

Deborah A. Knop

The foregoing power of attorney was, on the date written above, published and declared by Deborah A. Knop in our presence to be her power of attorney. We, in her presence and at her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

STATE OF MONTANA	,				
COUNTY OF YELLOW	STONE ss:				
The foregoing instrument was acknowledged before me this 27 day of					
	, 2013 by Deborah A Knop, who is personally known to me or				
who has produced	as identification.				

Fusly Statechurk
Notary Public State of Montana

LESLEY KRATOCHVIL NOTARY PUBLIC for the State of Montena Residing at Billings, Montana My Commission Expires July 08, 2014

Witness Signature: Seri Reitz
Name: Teri Reitz

Address: 3015 384 Street West Billings, 1777 59102

Witness Signature: Signature: Name: Lois L. Lenois Address: 331 Physis Cir E Billings MT 54102

#### Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original.

You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

#### Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be

- 1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
- 2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
- 3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
- 4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.
- 5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
- 6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
- a. Principal's death;
- b. Revocation of the Power of Attorney of principal;
- c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
- d. No additional action is required under the Power of Attorney.
- 7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.

- 8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil court.
- 9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 4/4/2014

Mark W. Chapman

#### LIMITED POWER OF ATTORNEY

- I, Elizabeth G. Shipley, residing at 5932 Stephanie Drive, Milton, Florida 32570, hereby appoint Mark W. Chapman of 8365 Lofton Drive, Pensacola, Florida 32514, as my attorney-infact ("Agent") to exercise the powers and discretions described below. This Power of Attorney is revoked and shall not be effective if I am incapacitated. My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:
  - Sell or convey any interest of mine in real estate located at 5404 Bellamy Avenue, Pensacola, Florida 32503 and legally described on the attached Exhibit A.

Sell or convey any interest of mine in real estate located at 5524

Tamarack Street, Pensacola, Florida 32503 and legally described on the attached Exhibit B.

This power shall include the power to:

- sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above,
- sign any documents (including deeds) that may be required to convey title to such property (including changing tenancy regarding right of survivorship), and
- collect and receive the proceeds from any such sale.

I hereby grant to my Agent, Mark W. Chapman, the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

- my income to be taxable to my Agent.
- my assets to be subject to a general power of appointment by my Agent, or
- my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertie(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated April 19th 2013, at Milton, Florida.

Elizabeth G. Shipley

The foregoing power of attorney was, on the date written above, published and declared by Elizabeth G. Shipley in our presence to be her power of attorney. We, in her presence and at her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

Witness Signature:

Name: Joseph S. Bache Milton, Florida 32570

Witness Signature

Lisa A. Bastien

Milton, Florida 32570

Notice to Person Executing Power of Attorney:

#### Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original.

You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

## Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be

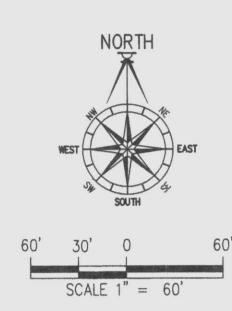
- 1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
- 2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
- 3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
- 4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.
- 5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
- 6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
- a. Principal's death;
- b. Revocation of the Power of Attorney of principal;
- c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
- d. No additional action is required under the Power of Attorney.
- 7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
- 8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil court.

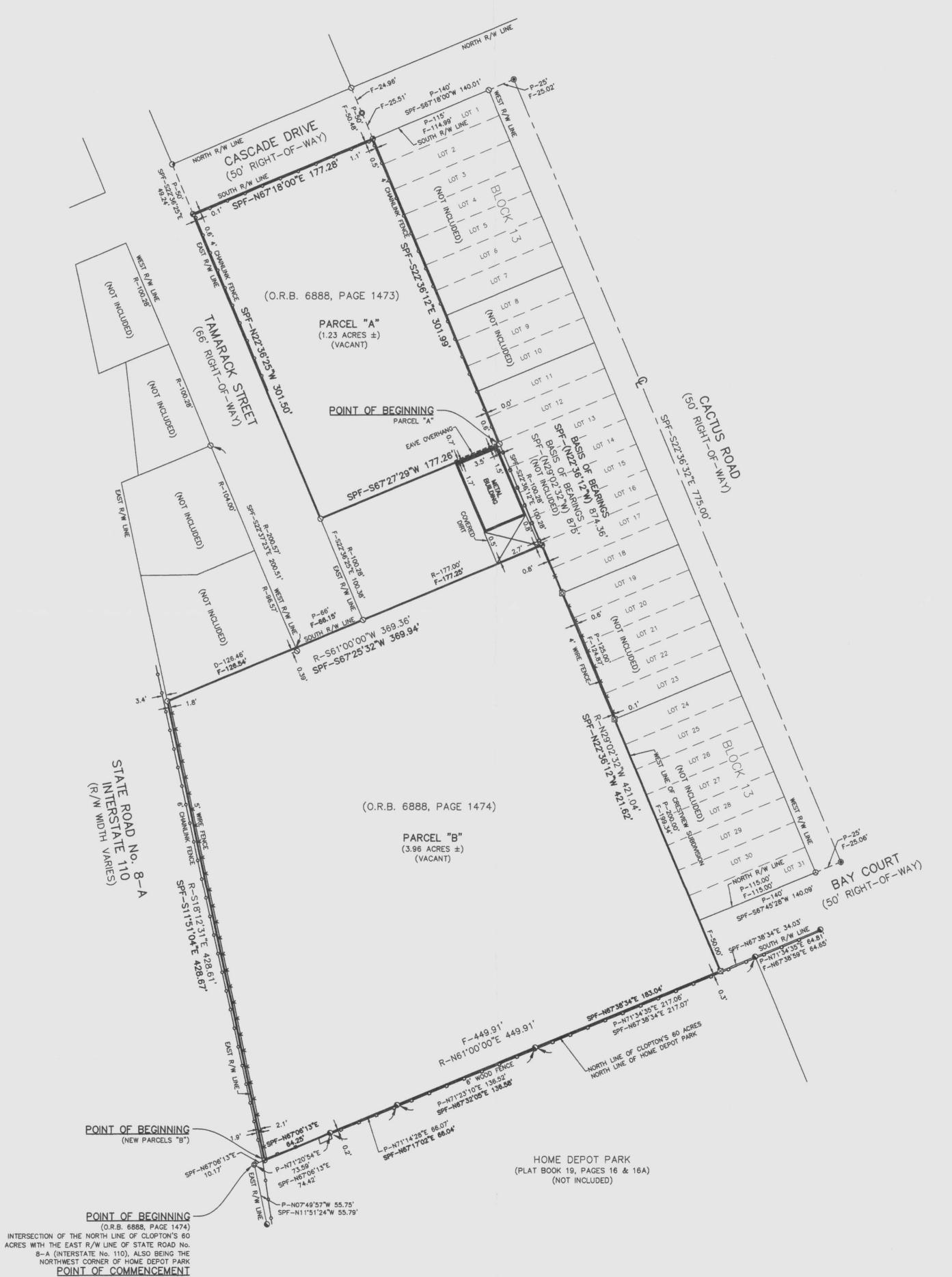
9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 4/4/2014

Mark W. Chapman





PARENT TRACT DESCRIPTION: (OFFICIAL RECORDS BOOK 6888, PAGE 1474)

BEGIN AT AN EXISTING IRON PIPE MARKING THE INTERSECTION OF THE NORTH LINE OF CLOPTON'S 60 ACRES WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD No. 8-A (INTERSTATE No. 110, 300' R/W): THENCE NORTH 61 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 449.91 FEET TO THE WEST LINE OF CRESTVIEW, A SUBDIVISION AS RECORDED IN PLAT BOOK 1, AT PAGE 13 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 29 DEGREES 02 MINUTES 32 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 421.04 FEET;
THENCE SOUTH 61 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 369.36
FEET TO AFORESAID EAST RIGHT OF WAY LINE OF STATE ROAD No. 8-A;
THENCE SOUTH 18 DEGREES 12 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY
LINE FOR A DISTANCE OF 428.61 FEET TO THE **POINT OF BEGINNING**.
CONTAINING 3.96 ACRES, MORE OR LESS, AND ALL LYING AND BEING IN SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

## ALONG AND TOGETHER WITH: (OFFICIAL RECORDS BOOK 6888, PAGE 1473)

BEGINNING 1986 FEET WEST AND 1345 FEET NORTH OF SOUTHEAST CORNER OF CLOPTONS 60 ACRE TRACT NORTH 61 DEGREES EAST 5 92/100 CHAINS NORTH 29 CLOPTONS 60 ACRE TRACT NORTH 61 DEGREES EAST 5 92/100 CHAINS NORTH 29
DEGREES WEST 25 5/10 CHAINS NORTH 61 DEGREES EAST 17 06/100 CHAINS SOUTH 29
DEGREES EAST 210 FEET FOR POINT OF BEGINNING CONTINUE SAME COURSE 1050 FEET
SOUTH 61 DEGREES WEST 420 FEET NORTH 29 DEGREES WEST 1050 FEET NORTH 61
DEGREES EAST 420 FEET TO POINT OF BEGINNING DEED BOOK 402 PAGE 105 LESS DEED
BOOK 782 PAGE 764-SALTER LESS DEED BOOK 446 P 684 ROAD RIGHT-OF-WAY LESS
OFFICIAL RECORD 2 PAG 376 STATE OF FLORIDA LESS OFFICIAL RECORD 25 PAGE
690-COX LESS OFFICIAL RECORD 2021 PAGE 644-CHAYIS LESS DEED BOOK 520 PAGE
493-MACVAUGHN LESS DEED BOOK 562 PAGE 420 STATE OF FLORIDA LESS DEED BOOK
559 PAGE 700 STATE OF FLORIDA LESS OFFICIAL RECORDS 1578 PAGE 726 MCVAUGHAN
LESS OFFICIAL RECORDS 1921 PAGE 338 FLOYD LESS OFFICIAL RECORD 31 PAGE
296-BROWN LESS RIGHT-OF-WAY FOR STATE ROAD NO. 84 LESS OFFICIAL RECORD 2196 296-BROWN LESS RIGHT-OF-WAY FOR STATE ROAD NO. 8A LESS OFFICIAL RECORD 2196
PAGE 139-GRIFFIN LESS OFFICIAL RECORD 1952 PAGE 589-MITCHELL LESS OFFICIAL RECORD 1929 PAGE 141-BAILEY LESS OFFICIAL RECORD 346 PAGE 449-BULLARD LESS OFFICIAL RECORD 352 PAGE 416-BULLARD LESS RIGHT-OF-WAY FOR STATE RD. 8-A SECTION 35/48 TOWNSHIP 1 SOUTH RANGE 30 WEST.

#### NEW PARCEL "A" DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

A PARCEL OF LAND BEING A PORTION OF OFFICIAL RECORDS BOOK 6888, PAGE 1473 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCE AT AN EXISTING 4" DIAMETER CONCRETE MONUMENT, L.S. #6241 MARKING THE INTERSECTION OF THE NORTH LINE OF CLOPTON'S 60 ACRES (HEREINAFTER TO BE KNOWN AS THE NORTH LINE OF HOME DEPOT PARK), WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD No. 8-A (INTERSTATE No. 110, 300' R/W), SAID POINT ALSO BEING THE NORTHWEST CORNER OF HOME DEPOT PARK, BEING A COMMERCIAL SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGES 16 & 16A OF THE PUBLIC RECORDS OF SAID

THENCE RUN NORTH 67 DEGREES 06 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID HOME DEPOT PARK A DISTANCE OF 74.42 FEET; THENCE RUN NORTH 67 DEGREES 17 MINUTES 02 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 66.04 FEET;
THENCE RUN NORTH 67 DEGREES 32 MINUTES 05 SECONDS EAST ALONG SAID NORTH
LINE A DISTANCE OF 136.58 FEET; THENCE RUN NORTH 67 DEGREES 38 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 183.04 FEET TO THE INTERSECTION OF SAID NORTH LINE OF HOME DEPOT PARK, AND THE WEST LINE OF CRESTVIEW, BEING A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 13 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE DEPARTING SAID NORTH LINE RUN NORTH 22 DEGREES 36 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID CRESTVIEW A DISTANCE OF 521.90 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING SAID WEST LINE RUN SOUTH 67 DEGREES 27 MINUTES 29 SECONDS WEST A DISTANCE OF 177.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TAMARACK STREET (66' R/W);
THENCE RUN NORTH 22 DEGREES 36 MINUTES 25 SECONDS WEST ALONG SAID EAST
RIGHT-OF-WAY LINE A DISTANCE OF 301.50 FEET TO THE INTERSECTION OF SAID EAST
RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF CASCADE DRIVE (50' R/W); THENCE DEPARTING SAID EAST RIGHT—OF—WAY LINE OF CASCADE DRIVE (30 R/W);
THENCE DEPARTING SAID EAST RIGHT—OF—WAY LINE RUN NORTH 67 DEGREES 18 MINUTES
OO SECONDS EAST ALONG SAID SOUTH RIGHT—OF—WAY LINE OF CASCADE DRIVE A
DISTANCE OF 177.28 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT—OF—WAY LINE
AND THE WEST LINE OF SAID CRESTYLEW; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 22 DEGREES 36
MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF SAID CRESTVIEW A DISTANCE OF
301.99 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 35, TOWNSHIP 1
SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.23 ACRES, MORE

## NEW PARCEL "B" DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

A PARCEL OF LAND BEING A PORTION OF OFFICIAL RECORDS BOOK 6888, PAGE 1474 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCE AT AN EXISTING 4" DIAMETER CONCRETE MONUMENT L.S. #6241 MARKING THE INTERSECTION OF THE NORTH LINE OF CLOPTON'S 60 ACRES (HEREINAFTER TO BE KNOWN AS THE NORTH LINE OF HOME DEPOT PARK), WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD No. 8-A (INTERSTATE No. 110, 300' R/W), SAID POINT ALSO BEING THE NORTHWEST CORNER OF HOME DEPOT PARK, BEING A COMMERCIAL SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGES 16 & 16A OF THE PUBLIC RECORDS OF SAID

THENCE RUN NORTH 67 DEGREES 06 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE THENCE RUN NORTH 67 DEGREES 06 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID HOME DEPOT PARK AND SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 10.17 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 67 DEGREES 06 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE OF HOME DEPOT PARK A DISTANCE OF 64.25 FEET; THENCE RUN NORTH 67 DEGREES 17 MINUTES 02 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 66.04 FEET; THENCE RUN NORTH 67 DEGREES 32 MINUTES 05 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 136.58 FEET; THENCE RUN NORTH 67 DEGREES 38 MINUTES 34 SECONDS EAST ALONG SAID NORTH THENCE RUN NORTH 67 DEGREES 38 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 183.04 FEET TO THE INTERSECTION OF SAID NORTH LINE OF HOME DEPOT PARK, AND THE WEST LINE OF CRESTVIEW, BEING A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 13 OF THE PUBLIC RECORDS OF SAID COUNTY; PLAT BOOK 1, PAGE 13 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE DEPARTING SAID NORTH LINE RUN NORTH 22 DEGREES 36 MINUTES 12 SECONDS
WEST ALONG THE WEST LINE OF SAID CRESTVIEW A DISTANCE OF 421.62 FEET;
THENCE DEPARTING SAID WEST LINE RUN SOUTH 67 DEGREES 25 MINUTES 32 SECONDS
WEST A DISTANCE OF 177.25 FEET TO A POINT ON THE EAST RIGHT—OF—WAY LINE OF
TAMARACK STREET (66' R/W);
THENCE CONTINUE SOUTH 67 DEGREES 25 MINUTES 32 SECONDS WEST ALONG THE
SOUTH RIGHT—OF—WAY LINE OF SAID TAMARACK STREET;
THENCE CONTINUE SOUTH 67 DEGREES 25 MINUTES 32 SECONDS WEST A DISTANCE OF
126.54 FEET TO A POINT ON THE EAST RIGHT—OF—WAY LINE OF SAID STATE ROAD NO.
8-A;

THENCE RUN SOUTH 11 DEGREES 51 MINUTES 04 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 428.67 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 3.96 ACRES, MORE

## SURVEYORS NOTES:

--THE MAP OF SURVEY AS SHOWN HEREON IS A BOUNDARY SURVEY FOR WHICH PURPOSE IS TO DEFINE THE NEW PARCEL BOUNDARY ON THE GROUND BY RETRACEMENT OF THE RECORD PARENT PARCELS AND/OR RECOVERY, AND/OR PLACEMENT OF MONUMENTATION OF SAID NEW PARCEL BOUNDARIES, PREPARED FOR THE CLIENT AS SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

-BASIS OF BEARINGS: GRID NORTH AND THOSE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE GRID BEARING OF N22'36'12"W ALONG THE WEST LINE OF CRESTVIEW SUBDIVISION AS MONUMENTED. THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE)- (NAD83) - (2011) - (EPOCH -BASIS OF BEARINGS: NORTH AND THOSE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE RECORD BEARING OF N29°02'32"W ALONG THE WEST LINE OF CRESTVIEW SUBDIVISION AS -THE BEARING EQUATION DIFFERENCE BETWEEN STATE PLANE GRID AND RECORD OF THE MAP OF SURVEY AS SHOWN HEREON IS 06'26'20". AS BOTH CANNOT RETAIN THEIR INTEGRITY BY ROTATION OF ONE INTO THE OTHER. -ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE UNITED STATES STANDARD SURVEY FOOT.

-NO TITLE SEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WAS KJM LAND PLANNING, LLC PROVIDED WITH SAME. PROVIDED WITH SAME.

-NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAYS, AND/OR
OWNERSHIPS WERE PROVIDED TO THIS SURVEYOR; EXCEPT AS SHOWN.

-NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED; EXCEPT AS SHOWN.

-UNLESS OTHERWISE NOTED RECORD AND MEASURED CALLS AGREE.

-THE SURVEY ERROR OF CLOSURE MEETS THE SURVEY STANDARDS OF PRACTICE.

-THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THE SUBJECT PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS MAP. APPEAR ON THE FACE OF THIS MAP.

-REFERENCE SOURCE: IN FIELD DATA GATHERING OF EXISTING PROJECT SITE FIELD

MONUMENTATION; COPY OF ESCAMBIA COUNTY PROPERTY APPRAISERS MAP OF SECTION 35; COPY

OF PLAT OF HOME DEPOT PARK, PLAT BOOK 16, PAGES 16 & 16A; COPY OF PLAT OF

CRESTVIEW SUBDIVISION,

-ENCROACHMENTS ARE AS SHOWN.

-THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP NOR AN ENCROACHMENT OF FENCES, WALLS, ETC.

-THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.

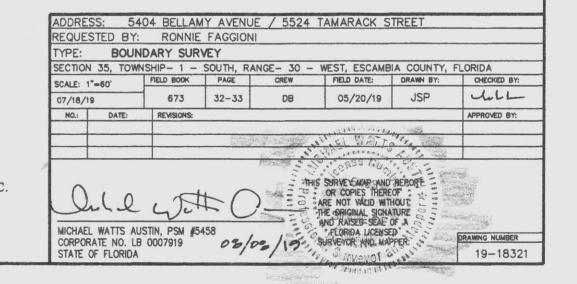
-THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

-IT IS OF THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION IS AS FOLLOWS: HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION IS AS FOLLOWS:

NFIP COMMUNITY NAME: ESCAMBIA COUNTY UNINCORPORATED AREAS ZONE: "X" ELEVATION: N/A

CRESTVIEW SUBDIVISION.

NFIP COMMUNITY NUMBER: 120080 PANEL NUMBER: 12033C 0380G AS DATED: 09/29/2006



☐ -FOUND 4"x4" CONCRETE MONUMENT #4882 FOUND 4" DIAMETER CONCRETE MONUMENT L.S. #6241 L.B. -LICENSED BUSINESS ☑ -FOUND PLAIN 4"x4" CONCRETE MONUMENT -FOUND 5/8" CAPPED IRON ROD L.S. #624 ● -FOUND 5/8" CAPPED IRON ROD #1748 @ -FOUND 1/2" CAPPED IRON ROD #4882 ⊗ -FOUND ILLEGIBLE 1/2" CAPPED IRON ROD @ -FOUND PLAIN 3/4" IRON ROD O -FOUND PLAIN 1" CRIMPED IRON PIPE 3 -FOUND PLAIN 3/4" IRON PIPE

FOUND NAIL & DISK #4882

● -SET 1/2" CAPPED IRON ROD L.B. #7919

O -FOUND PLAIN PK NAIL

ABBREVIATIONS: L.S -LICENSED SURVEYOR R/W -RIGHT-OF-WAY NFIP -NATIONAL FLOOD INSURANCE PROGRAM N/A -NOT APPLICABLE R -RECORD
P -PLAT
SPF -STATE PLANE FIELD O.R.B.-OFFICIAL RECORDS BOOK

(NEW PARCELS "A" & "B")

**KJM** Land Planning, LLC 1616 W. Avery St. Pensacola, FL 32501 (0) 850-438-0202 (F) 850-438-1307