

AGENDA  
ESCAMBIA COUNTY BOARD OF ADJUSTMENT  
June 17, 2020–8:30 a.m.  
Escambia County Central Office Complex  
3363 West Park Place, Room 104

1. Call to Order.
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.
4. Proof of Publication and waive the reading of the legal advertisement.
5. Approval of Resume Minutes.
  - A. Approval of Resume Meeting Minutes from the May 28, 2020, Board of Adjustment Meeting.
6. **Consideration of the following cases:**
  - A. **Case No.: CU-2020-02**  
Address: 633 Silvershore Dr  
Request: request an accessory structure in front yard of a waterfront lot  
Requested by: Brian and Lynn Waters, Owners
  - B. **Case No.: CU-2020-04**  
Address: 8046 Highway 98 West  
Request: Conditional Use approval for used autos sales in a Commercial zoning district  
Requested by: Aaron Wiese
  - C. **Case No.: CU-2020-05**  
Address: Highway 29 North  
Request: Conditional Use approval to construct a kennel on a vacant, HC/LI zoned site  
Requested by: Hammond Engineering, Inc., Agent for Cozy Cottage Grooming and Boarding, LLC
  - D. **CASE NO.: AP-2020-01**  
**ADDRESS:** 16477 Perdido Key Drive  
**REQUESTED APPEAL:** The Applicant is requesting an appeal of the Development Review Committee's (DRC) approval of project # 2001116PSP, Perdido Key Beach Access #4 Improvements.  
**REQUESTED BY:** William J. Dunaway, Agent for Seafarer Condominium Association
7. Discussion Items.
8. Old/New Business.
9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, August 26, 2020, at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.
10. Adjournment.





**Board of Adjustment**

**5. A.**

Meeting Date: 06/17/2020

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Attachments

Draft May 28, 2020 Board of Adjustment Meeting Minutes

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# DRAFT

## RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD May 28, 2020

CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(8:30 A.M. – 8:48 A.M.)

Present: Auby Smith  
Judy Gund  
Jennifer Bass  
Michael Godwin  
Willie Kirkland, Jr.

Absent:

Staff Present: Andrew Holmer, Division Manager, Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
Kayla Meador, Administrative Supervisor  
Kristin Hual, Assistant County Attorney

### REGULAR BOA AGENDA

1. Call to Order.  
  
Motion by Board Member Michael Godwin, Seconded by Board Member Willie Kirkland, Jr.  
  
Motion was made to appoint Auby Smith to Chairman until such time we have 7 board members.  
**Vote: 5 - 0 Approved**
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.  
  
Motion by Board Member Willie Kirkland, Jr., Seconded by Board Member Judy Gund  
  
Motion was made to accept the May 28, 2020, BOA meeting packet.  
**Vote: 5 - 0 Approved**

4. Proof of Publication and waive the reading of the legal advertisement.

Motion by Board Member Michael Godwin, Seconded by Board Member Judy Gund

The Clerk provided proof of publication and motion was made to accept.

**Vote:** 5 - 0 Approved

5. Approval of Resume Minutes.

- A. Approval of Resume Meeting Minutes from the February 19, 2020, Board of Adjustment Meeting.

Motion by Board Member Willie Kirkland, Jr., Seconded by Board Member Judy Gund

Motion was made to approve the February 19, 2020 BOA Resume Meeting minutes.

**Vote:** 5 - 0 Approved

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

- A. **Case No.: CU-2020-03**

Address: 1100 BLK BYRNEVILLE RD

Request: Conditional Use to allow for a commercial telecommunications tower greater than 150 feet in height.

Requested by: Baker Donelson Law Firm, Agent for Central Water Works, Inc, Owner

No BOA member acknowledged any ex parte communication regarding this item.

No BOA member acknowledged visiting the site.

No BOA member refrained from voting on this matter due to any conflict of interest.

Motion by Board Member Willie Kirkland, Jr., Seconded by Board Member Judy Gund

Motion was made to accept Staff's Findings of Fact and approve the conditional use.

**Vote:** 5 - 0 Approved

7. Discussion Items.

8. Old/New Business.

Motion by Board Member Auby Smith, Seconded by Board Member Judy Gund

Motion was made to appoint Michael Godwin as Vice Chairman.

**Vote:** 5 - 0 Approved

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, June 17, 2020, at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

**Board of Adjustment****6. A.**

**Meeting Date:** 06/17/2020  
**CASE:** CU-2020-02  
**APPLICANT:** Brian Waters, Owner  
**ADDRESS:** 633 Silvershore Dr  
**PROPERTY REFERENCE NO.:** 51-2S-30-6052-000-010  
**ZONING DISTRICT:** MDR, Medium Density residential (10 du/acre)  
**FUTURE LAND USE:** MU-U, Mixed-Use Urban  
**OVERLAY DISTRICT:** AIPD-2

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

The applicant is requesting a Conditional use to place an accessory structure in the front yard of a waterfront lot.

**RELEVANT AUTHORITY:**

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 4-7.3(a)(4)b

(a) General conditions. Accessory uses and structures shall be allowed in compliance with the provisions of the applicable zoning district and this section.

**(4) Location.**

An accessory use or structure shall be located on the same lot as the principal use or structure. Accessory structures are limited to locations within side and rear yards, except as specifically allowed by LDC provisions, including the following:

**b. Waterfront lots.** Accessory structures may be located in the front yard of a waterfront lot if the structures are at least 60 feet from the front lot line and granted conditional use approval by the Board of Adjustment (BOA).

**CRITERIA:**

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 2-6.4

**CRITERION (a)**

**General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

***If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain 1- 5 below:***

- 1.The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business.
- 2.The 1000-foot minimum distance is not achieved.

3. The conflicting uses are visible to each other.
4. Any on-premises consumption is outdoors.
5. Any conditions or circumstances mitigate any incompatibility.

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

The applicant has submitted a site plan showing a garage structure to be placed on the front yard of the property. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties.

#### **CRITERION (b)**

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

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

There are public facilities and services available in the area of the subject parcel, which are currently being used by the applicant's home on the northern portion of the newly combined lot.

#### **CRITERION (c)**

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

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

As the property is located on a dead end street, the traffic impact, pedestrian safety and emergency vehicle access will not be compromised.

#### **CRITERION (d)**

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

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

The applicant stated that the proposed structure will not generate nuisances or hazard to adjoining properties. This conditional use will allow the applicant to enjoy the same rights as other homes in the area.

#### **CRITERION (e)**

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

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

Based on the application, solid waste services are currently available through ECUA.

#### **CRITERION (f)**

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

**FINDINGS OF FACT:**

The proposed structure does not require any additional screening or buffering due to the fact the use and zoning are residential.

**CRITERION (g)**

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

**FINDINGS OF FACT:**

The applicant stated that no signs will be placed on the structure, and exterior lights will be for security which will not be a nuisance to neighbors.

**CRITERION (h)**

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

**FINDINGS OF FACT:**

According to the County GIS system, the site appears to be in an AE flood zone. If the conditional use is approved, the applicant will submit plans that must meet all of the standards for construction in a FEMA designated Special Flood Hazard Area, as stated in the Land Development Code and the Florida Building Code.

**CRITERION (i)**

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

**FINDINGS OF FACT:**

Given the unique configuration on the parcel facing multiple rights-of-ways, the submitted plan complies with the use requirements for this Conditional Use.

**STAFF FINDINGS**

Staff recommends approval of the Conditional Use as submitted.

**BOA DECISION**

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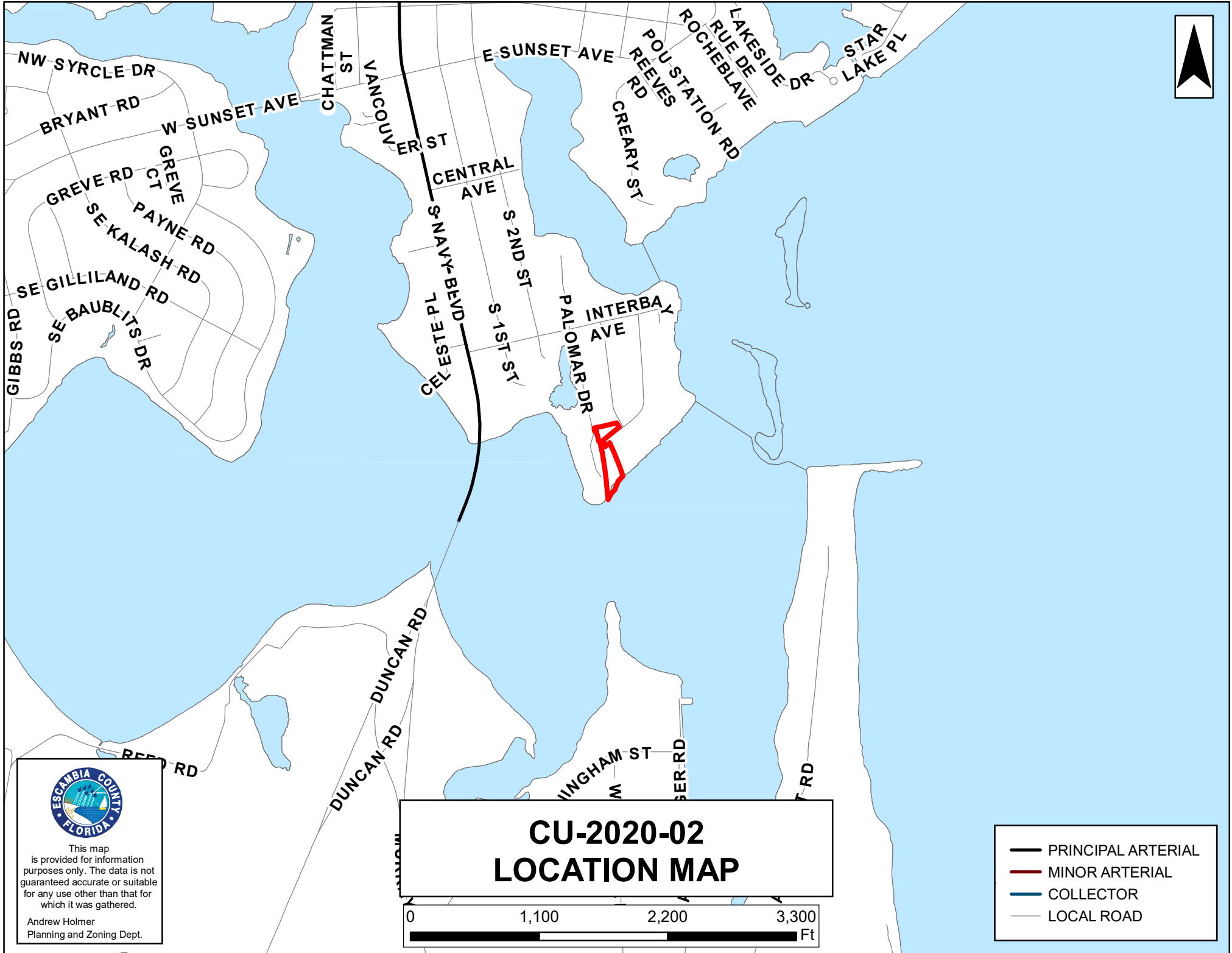
**Attachments**

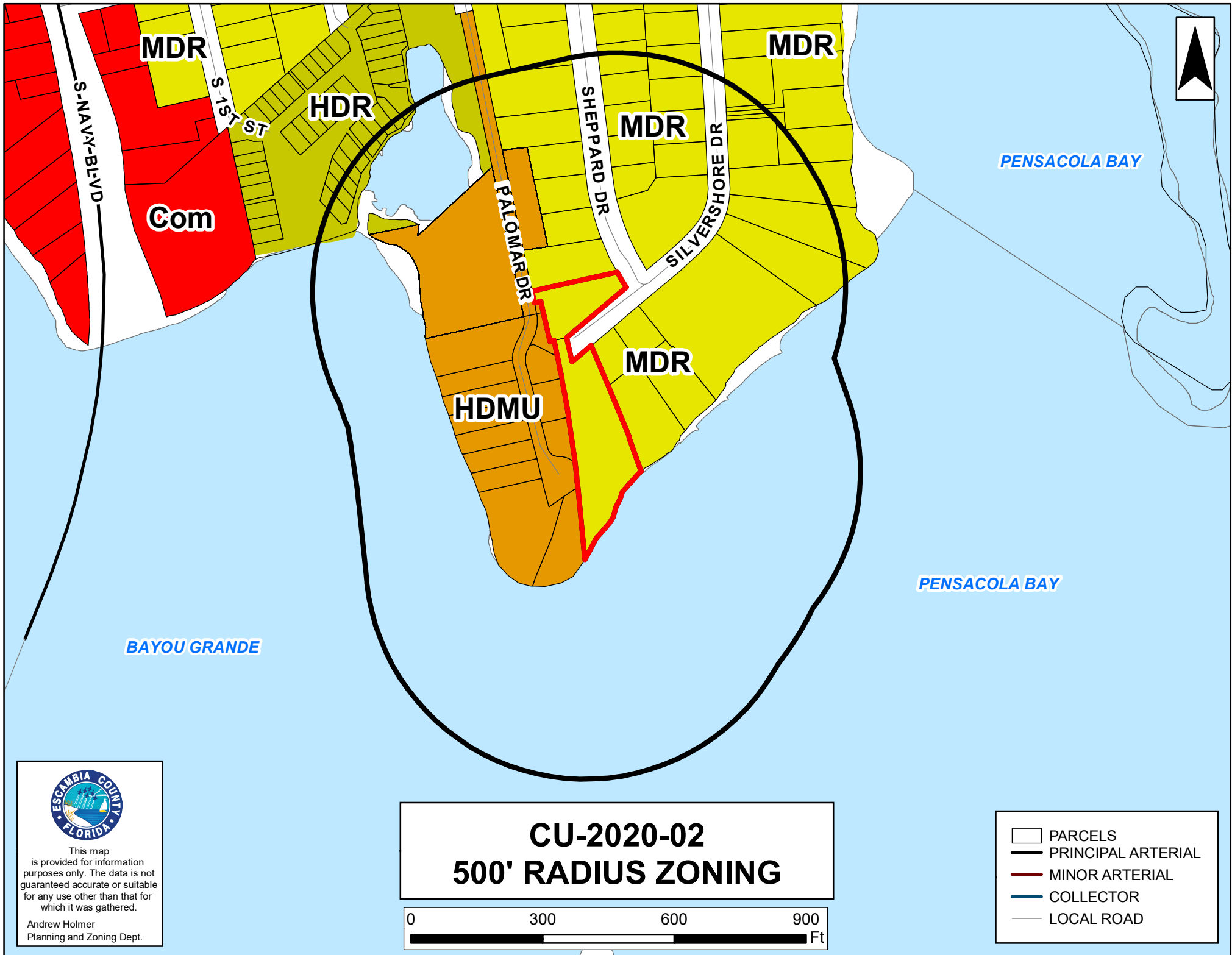
Working Case File

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**CU-2020-02**







**MDR**

**MDR**

**HDR**

**MDR**

**Com**

**HDMU**

**MDR**

PENSACOLA BAY

BAYOU GRANDE

PENSACOLA BAY



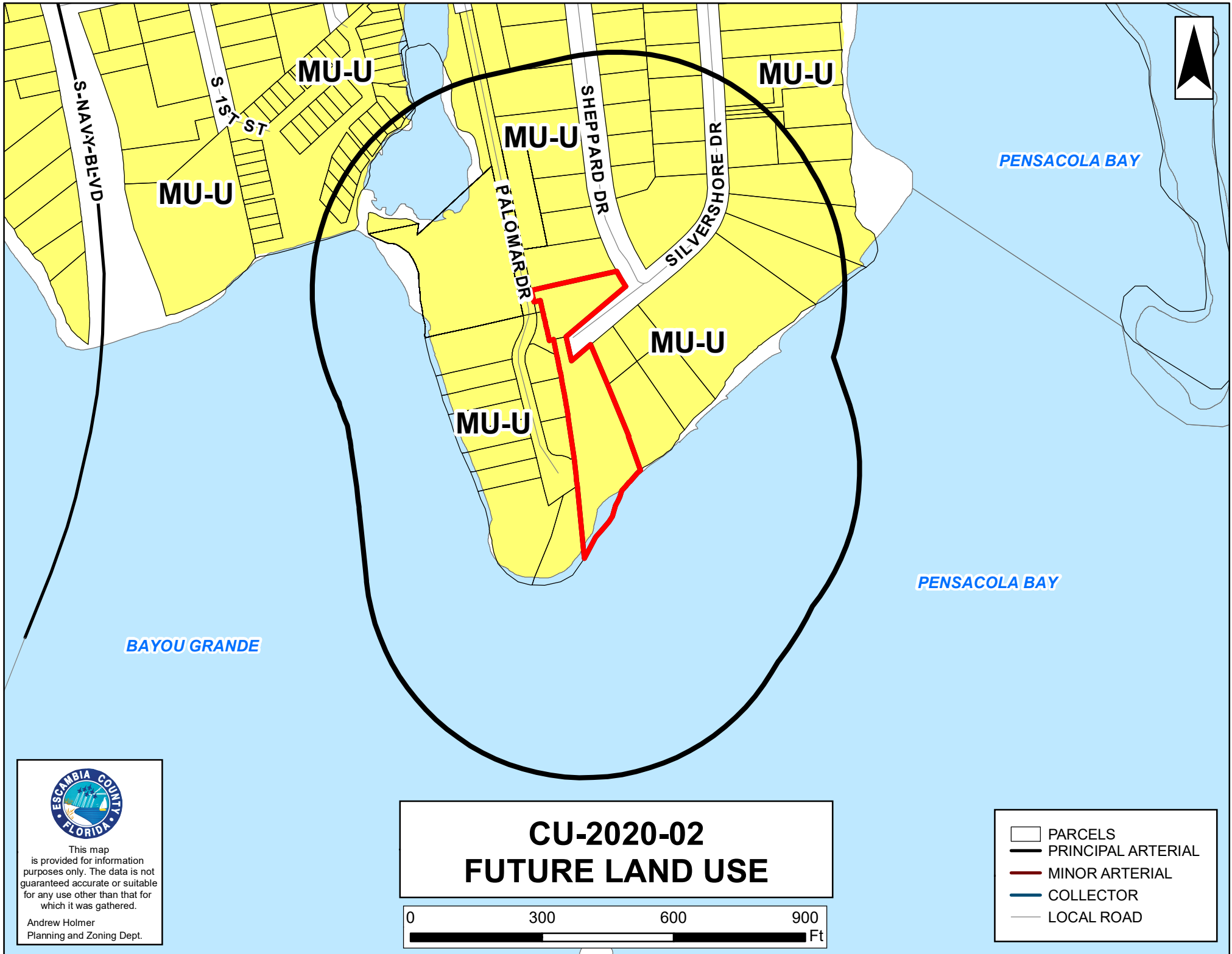
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# CU-2020-02 500' RADIUS ZONING



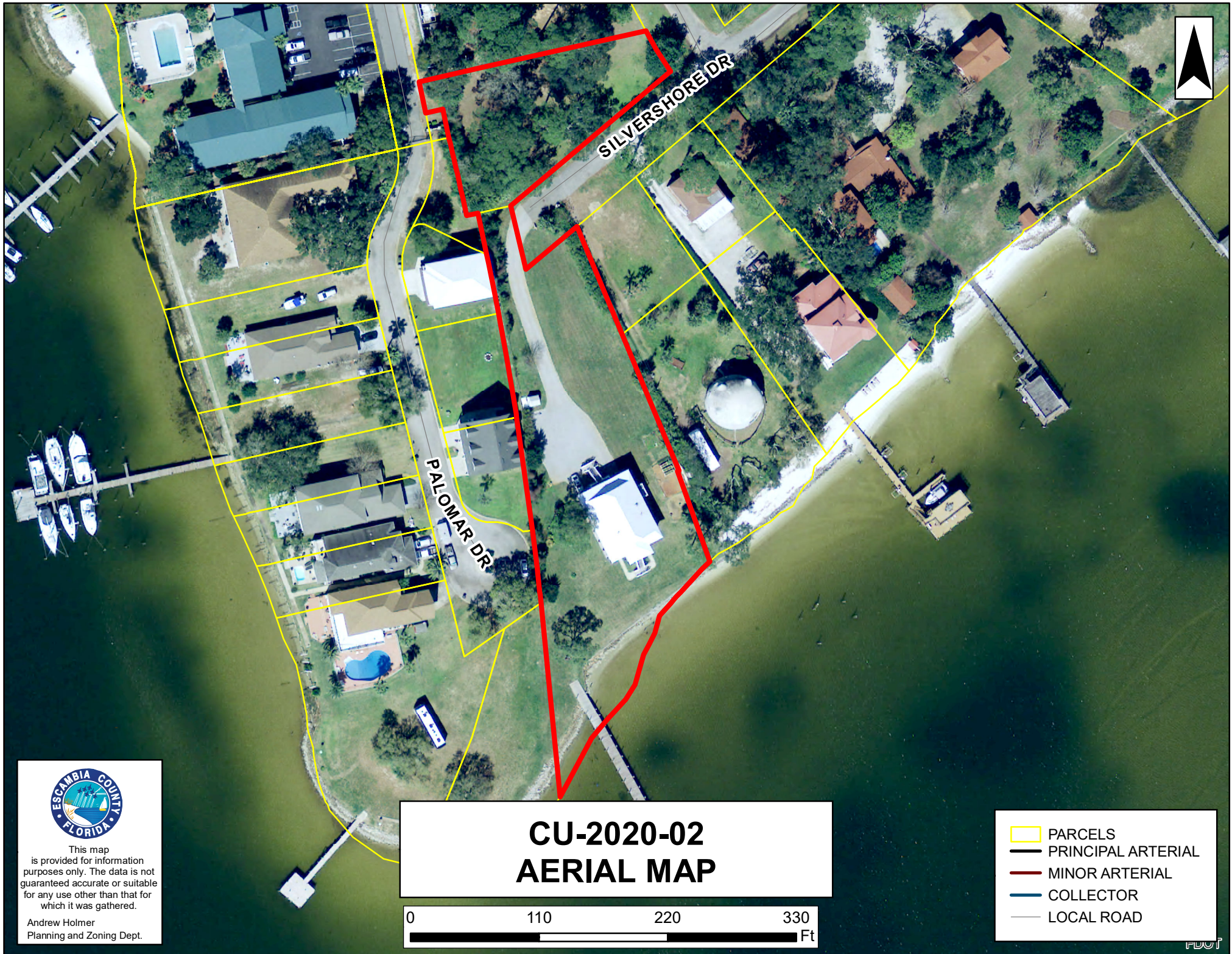
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer  
Planning and Zoning Dept.





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

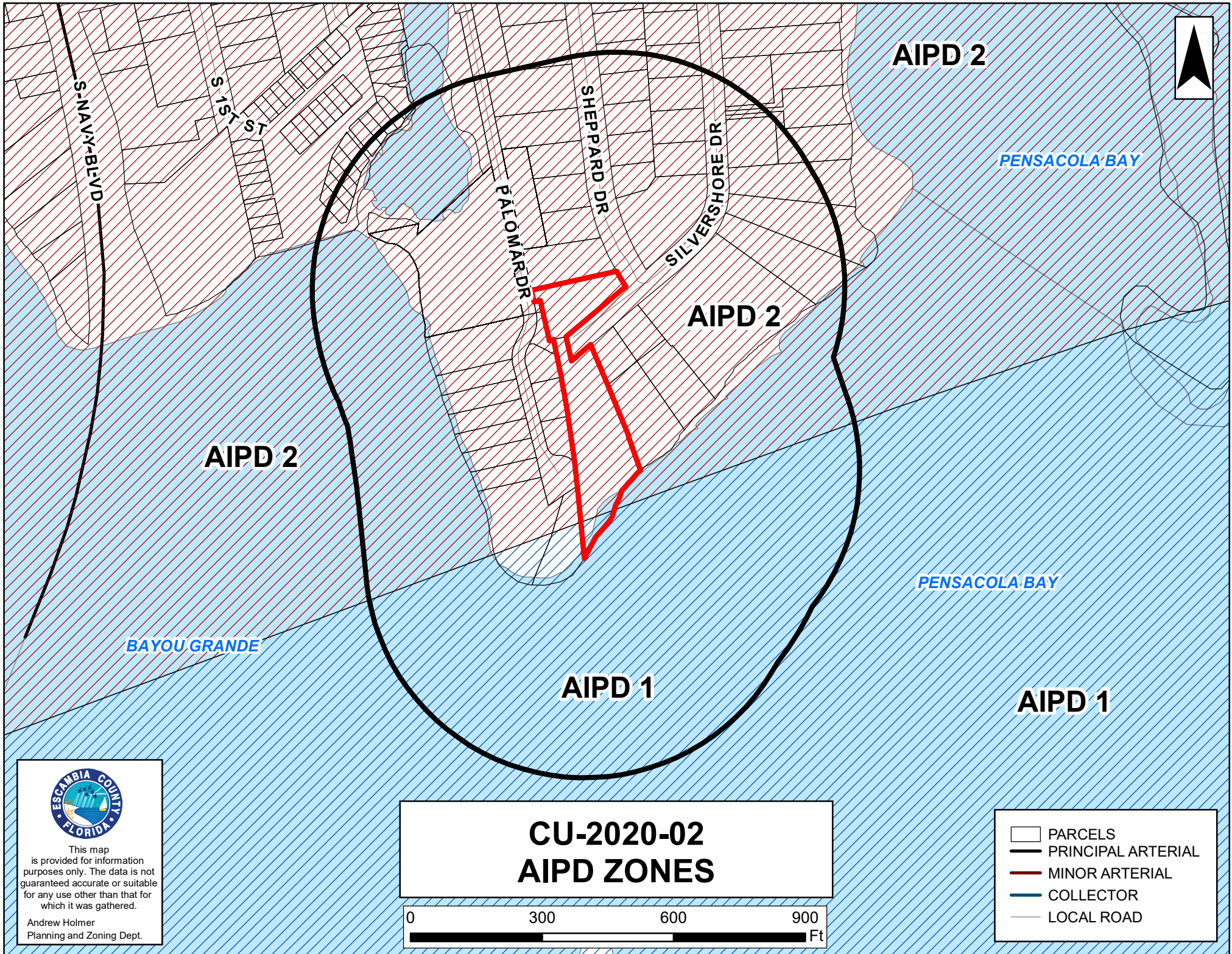
Andrew Holmer  
Planning and Zoning Dept.

## CU-2020-02 AERIAL MAP

0 110 220 330  
Ft

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





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

Andrew Holmer  
Planning and Zoning Dept.



Notice of public hearing sign





Looking North



Looking Northeast





Looking Northwest





Looking South



**Escambia County Planning and Zoning**

Development Services Department

3363 West Park Place

Pensacola, FL 32505

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

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

**Board of Adjustment Application**

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

Conditional Use Request for: \_\_\_\_\_

Variance Request for: \_\_\_\_\_

**1. Contact Information:**

A. Property Owner/Applicant: Brian & Lynn WATERS

Mailing Address: P.O. Box 1190, Pensacola, FL 32591

Business Phone: \_\_\_\_\_ Cell: 850 450 1338

Email: captainbrian2000@yahoo.com

B. Authorized Agent (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

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

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

**2. Property Information:**

A. Existing Street Address: 633 Silver shore Dr

Parcel ID (s): 51-25-30-6052-000-010

B. Total acreage of the subject property: .39999 Acre

C. Existing Zoning: MDR

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

D. Is the subject property developed (if yes, explain): \_\_\_\_\_

E. Sanitary Sewer: ☒ Septic: ☐

**3. Amendment Request**

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

I want to build a 60' x 36' enclosed  
garage / storage building. My  
current home has no enclosed  
garage for car storage / parking

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

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

none / waterfront home,  
structure cannot be in back  
of home.

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

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

yes

4. Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code and would create an unnecessary and undue hardship on the applicant.

cannot store vehicles under full cover from elements

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

yes

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

yes



**C. For Conditional Use Request – Please address *ALL* the following approval**

**conditions for your Conditional Use request. (use supplement sheets as needed)**

- 1. General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

*no incompatibility with any  
listed activities shown*

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

*no public facilities or service  
affected by garage.*

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

no additional traffic, no  
change to emergency vehicle access

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

no nuisances or hazards  
created by Garage.

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

no on site solid waste containers

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

The building's colors are designed  
to blend with the vegetation on  
the property

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

no exterior signs, the lighting  
will consist of motion activated  
light over one entry door.

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

yes

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

yes



### 5. Submittal Requirements

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

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

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

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND**

D. ✓ A Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

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

**By my signature, I hereby certify that:**

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

[Signature]  
Signature of Owner/Agent

Brian J. Waters  
Printed Name of Owner/Agent

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument  
was acknowledged before me this 23rd day of December of

2019, by BRIAN J. WATERS

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: DRIVERS LICENSE

[Signature]  
Signature of Notary

DAVID C SAENZ  
Printed Name of Notary

(Notary Seal)





# Chris Jones, CFA

## Escambia County Property Appraiser

Office Phone: (850) 434-2735

Website: <http://www.escpa.org>

ECPA: Revised 02/2019

Effective for

Roll Year: \_\_\_\_\_

Received by: \_\_\_\_\_

### Downtown Office

221 Palafox Place, Suite 300

Pensacola, FL 32502

Deeds Fax: (850) 435-9526

### Molino Office

6440 Hwy 95-A, Suite B

Molino, FL 32577

Fax: (850) 587-3290

Date: \_\_\_\_\_

## General Instructions for Combination and Split Requests

Prior legal approval from the appropriate zoning/planning/community development agency in your jurisdiction **is required**.

Your Escambia County Property Appraiser's Office **does not** issue determinations regarding the legality of split requests and will not advise owners on such matters

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

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

**Requests will be processed from April 1<sup>st</sup> through June 1<sup>st</sup> of the effective year.** The processing time should not hinder the sale of a parcel. You may use the fully executed form to provide information for permitting, closings, etc. This office will review and pre-issue a new parcel number(s) as quickly as possible. Questions regarding applications submitted to the Downtown Office should be directed to Debby Cooper, ext. 135. Questions regarding applications submitted to the Molino Office should be directed to Lisa Arredondo, ext. 203.

The Property Appraiser's Office makes neither representations nor guarantees of the usability of a parcel once a Combination or Split request is complete. Property owner(s) should contact any lenders or mortgagors to verify the request is permitted by the lien holder.

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

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



**Chris Jones, CFA**  
**Escambia County Property Appraiser**  
 221 Palafox Place, Suite 300  
 Pensacola, FL 32502  
 Phone (850) 434-2735 • Fax (850) 435-9526  
 Website: <http://www.escpa.org>

Roll Year: \_\_\_\_\_

Page 1 of 4

Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_

Received by: \_\_\_\_\_

Total Number of Pages: \_\_\_\_\_

(including required attachments)

### IMPORTANT NOTICE

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

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

### EXEMPT and NON-EXEMPT PROPERTIES AFFECTED BY ASSESSMENT LIMITATION

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

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

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

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

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

BW

Initials

Brian J. Waters

Printed Name of Owner

Initials

Printed Name of Owner

LW

Initials

Lynn N. Waters

Printed Name of Owner

Initials

Printed Name of Owner

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





**Chris Jones, CFA**  
**Escambia County Property Appraiser**  
221 Palafox Place, Suite 300  
Pensacola, FL 32502  
Phone (850) 434-2735 • Fax (850) 435-9526  
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: \_\_\_\_\_

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## Parcel Split-Out and Combination Request

Owner Name(s): Brizon J. Waters, Lynn A. Waters

### Combination Request

Parcel Status	Exempt	Code	Reference Number	Account Number
<input checked="" type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	<u>51-25-30-6052-000-010</u>	<u>08-1669-000</u>
<input type="radio"/> Vac <input checked="" type="radio"/> Imp	<input checked="" type="radio"/> Yes / No	<u>HX</u>	<u>51-25-30-6050-000-026</u>	<u>08-1648-000</u>
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____	_____

### Split-Out Request

Parcel Status	Survey/Legal Included	Parent Reference Number	Account Number
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____

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

Parcel Status	Survey/Legal Included	Parent Reference Number	Account Number
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____

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

Notes:

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



**Chris Jones, CFA**  
**Escambia County Property Appraiser**  
221 Palafox Place, Suite 300  
Pensacola, FL 32502  
Phone (850) 434-2735 • Fax (850) 435-9526  
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: \_\_\_\_\_

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## PROPERTY APPRAISER TO BE HELD HARMLESS

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

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

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

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

Owner: \_\_\_\_\_

Signature

Brizon J. WATER

Print Name

850 450 1338

Daytime Phone

1/25/2020

Date

Owner: \_\_\_\_\_

Signature

Lynn N. WATER

Print Name

850 712 4039

Daytime Phone

1/25/2020

Date

Owner: \_\_\_\_\_

Signature

Print Name

Daytime Phone

Date

Owner: \_\_\_\_\_

Signature

Print Name

Daytime Phone

Date

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



**Chris Jones, CFA**  
Escambia County Property Appraiser  
221 Palafox Place, Suite 300  
Pensacola, FL 32502  
Phone (850) 434-2735 • Fax (850) 435-9526  
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: \_\_\_\_\_

Page 4 of 4

## Zoning Review

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

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

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

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

☒ **Escambia County Planning and Zoning**

3363 West Park Place  
(850) 595-3475

☐ **City of Pensacola Planning Division**

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

Agent: \_\_\_\_\_

Signature

Print Name

Email Address

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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



• This Instrument Prepared By:  
James S. Campbell  
Beggs & Lane, RLLP  
501 Commendencia Street  
Pensacola, Florida 32502  
(850) 432-2451  
Florida Bar No: 623539  
File Number: 7115-62958

Parcel ID #512S306050000026

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

TRUSTEE'S DEED

This Deed made this 31st day of December, 2009, between Nina Clay Paradiso, Jr., and Johnnie Clay Paradiso, as Co-Trustees of both the Revocable Living Trust Agreement of Nina Clay Paradiso, dated November 12, 1992; and Trust B established under the John Paradiso Revocable Living Trust Agreement, dated November 12, 1992, herein the "Grantor," and Brian J. Waters and Lynn N. Waters, husband and wife, whose address is Post Office Box 1190, Pensacola, Florida 32591, herein the "Grantee" (as used herein the terms "Grantor" and "Grantee" shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors or assigns). Grantor owns fee simple title to all that certain property located in Escambia, Florida, described on the attached Exhibit "A" (the "Property"). Grantor transfers and conveys fee simple title to the Property to the Grantee.

WITNESSETH, that the Grantor in consideration of One Dollar (\$1.00) and other valuable considerations paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey forever unto the Grantee, fee simple title in and to the Property.

This conveyance is subject to, and with any beneficiary enjoyment of, the following:

1. those certain matters all as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Permitted Exceptions").
2. zoning and other governmental regulations;
3. ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year preceding the date hereof.

TO HAVE AND TO HOLD the same, together with the hereditaments, appurtenances, riparian rights, rights of accretion, littoral rights and relictions unto Grantee in fee simple.

And Grantor covenants that the premises are free of any lien or encumbrances made by Grantor, except as set forth above, and that Grantor will warrant and defend the same against all persons lawfully claiming the same, by through or under the Grantor only.

IN WITNESS WHEREOF, this Trustee's Deed has been executed as the date first above written.

Signed, sealed and delivered  
in the presence of:

Witnesses to Nina Clay Paradiso, Jr.:

Name: Amy L. Manning

Name: Jean M. Baird

The Revocable Living Trust Agreement of  
Nina Clay Paradiso, dated November 12, 1992

Nina Clay Paradiso, Jr.  
Nina Clay Paradiso, Jr., as Trustee

Witnesses to Nina Clay Paradiso, Jr.:

Name: Amy L. Manning

Name: Jean M. Baird

Trust B established under the John Paradiso  
Revocable Living Trust Agreement, dated  
November 12, 1992

Nina Clay Paradiso, Jr.  
Nina Clay Paradiso, Jr., as Trustee

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of December, 2009, by  
Nina Clay Paradiso, Jr., as Trustee of both the Revocable Living Trust Agreement of Nina Clay Paradiso,  
dated November 12, 1992; and Trust B established under the John Paradiso Revocable Living Trust  
Agreement, dated November 12, 1992, on behalf of the Trust, who did not take an oath and who:

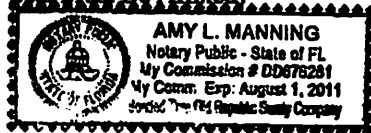
is/are personally known to me.

☒ produced current MS driver's license as identification.

☐ produced \_\_\_\_\_ as identification.

Amy L. Manning  
Notary Public

(Notary Seal Must Be Affixed)



Name of Notary Printed

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

Commission Number: \_\_\_\_\_



Witnesses to Johnnie Clay Paradiso:

Eddie M. Tru  
Name: EDDIE M. TRU

Brianna Backinger  
Name: Brianna Backinger

The Revocable Living Trust Agreement of  
Nina Clay Paradiso, dated November 12, 1992

Johnnie Clay Paradiso  
Johnnie Clay Paradiso as Trustee

Trust B established under the John Paradiso  
Revocable Living Trust Agreement, dated  
November 12, 1992

Witnesses to Johnnie Clay Paradiso:

Eddie M. Tru  
Name: EDDIE M. TRU

Brianna Backinger  
Name: Brianna Backinger

Johnnie Clay Paradiso  
Johnnie Clay Paradiso as Trustee

STATE OF WASHINGTON  
COUNTY OF THURSTON

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of JANUARY, 2010, by Johnnie Clay Paradiso, as Trustee of both the Revocable Living Trust Agreement of Nina Clay Paradiso, dated November 12, 1992; and Trust B established under the John Paradiso Revocable Living Trust Agreement, dated November 12, 1992, on behalf of the Trust, who did not take an oath and who:

☒ is/are personally known to me.

☐ produced current \_\_\_\_\_ driver's license as identification.

☐ produced \_\_\_\_\_ as identification.

Bernard L. Perez  
Notary Public

(Notary Seal Must Be Affixed)



BERNARD L. PEREZ  
Name of Notary Printed  
My Commission Expires: 2/14/13  
Commission Number: 40402

**EXHIBIT "A"**  
**(Legal Description)**

**Parcel 1:**

That portion of Lot 24 of Leonard's Subdivision of a portion of Lots 17 to 22, inclusive, of the Mary Jackson property in Section 51, Township 2 South, Range 30 West, according to plat thereof filed in Plat Book 1, Page 73, of the records of said County, described as follows: Beginning at a concrete monument on the North line of said lot at a distance westerly along said North line of 10 feet from the Northeast corner thereof; thence S 32 degrees 32 minutes E to the water line of Bayou Grande; thence Southwesterly with the said water line to a point on the East right-of-way line of the Frisco Railroad; thence Northerly with said right-of-way line to a point on the North line of said Lot 24 and the South line of Leonard Drive; thence N 44 degrees E with said line to the point of beginning.

**Parcel 2:**

Being the easterly half of Grantor's property lying parallel with and adjacent to the westerly line of Lot Twenty -four (24) of Leonard's Resubdivision in Pensacola, Escambia County, Florida, according to Plat recorded in Plat Book 1, Page 73, of the Public Records of said County, being bounded on the North by a line that extends in a westerly direction from the southwesterly corner of Lot Ten (10) and is at right angles to the westerly line of said Lot Ten (10) of Leonard Place Subdivision according to Plat recorded in Plat Book 2, Page 63, of the Public Records of said County, and being bounded on the South by the northerly line of Bayou Grande.

**LESS AND EXCEPT:**

That portion of Lot 24 of Leonard's Subdivision of a portion of Lots 17 to 22, inclusive, of the Mary Jackson property in Section 51, Township 2 South, Range 30 West, according to plat thereof filed in Plat Book 1, Page 73, of the records of said county, described as follows: Commencing at a concrete monument on the North line of said lot at a distance westerly along said North line of 10 feet from the Northeast corner thereof, thence South 32 degrees 32 minutes East a distance of 226.40 feet to the Point of Beginning; thence continue South 32 degrees 32 minutes East a distance of 95 feet, more or less, to the water line of Bayou Grande and a point hereinafter referred to as Point 'A'; thence proceed North 32 degrees 32 minutes West along the previously run line to the Point of Beginning; thence departing said line proceed South 58 degrees 10 minutes 55 seconds West a distance of 1.50 feet; thence proceed South 29 degrees 42 minutes 04 seconds East a distance of 95 feet, more or less, to the water line of Bayou Grande; thence meander Northeasterly along said water line to the aforementioned Point 'A'; thence proceed North 32 degrees 32 minutes West a distance of 95 feet, more or less, to the Point of Beginning. Said parcel containing 0.01 acres, more or less, and lying and being in Section 51, Township 2 South, Range 30 West, Escambia County, Florida.

**EXHIBIT "B"**  
**(Permitted Exceptions)**

1. Restrictions, covenants, conditions and easements as contained on the Plat of Leonard's Subdivision, recorded in Plat Book 1, page 73, of the Public Records of Escambia County, Florida.

## RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Silvershore Drive

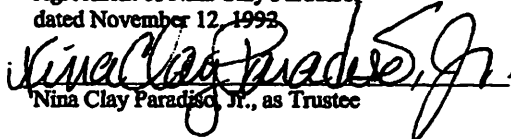
Legal Address of Property: 636 Silvershore Drive

The County ☒ has accepted ☐ has not accepted the abutting roadway for maintenance.

This form completed by:  
Beggs & Lane  
501 Commendencia Street  
Pensacola, FL 32502

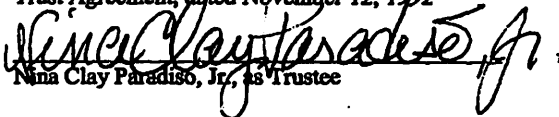
### AS TO SELLER(S):

The Revocable Living Trust  
Agreement of Nina Clay Paradiso,  
dated November 12, 1992

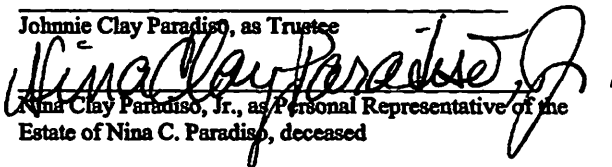
  
Nina Clay Paradiso, Jr., as Trustee

Johnnie Clay Paradiso, as Trustee

Trust B established under the John Paradiso Revocable Living  
Trust Agreement, dated November 12, 1992



  
Nina Clay Paradiso, Jr., as Trustee

Johnnie Clay Paradiso, as Trustee

  
Nina Clay Paradiso, Jr., as Personal Representative of the  
Estate of Nina C. Paradiso, deceased

Johnnie Clay Paradiso, as Personal Representative of the  
Estate of Nina C. Paradiso, deceased

### AS TO BUYER(S):

  
Brian Waters  
  
Lynn Waters

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS  
Effective: 4/15/95

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Silvershore Drive

Legal Address of Property: 636 Silvershore Drive

The County                      ☒ has accepted    ☐ has not accepted    the abutting roadway for maintenance.

This form completed by:  
Beggs & Lane  
501 Commendancia Street  
Pensacola, FL 32502

**AS TO SELLER(S):**

The Revocable Living Trust  
Agreement of Nina Clay Paradiso,  
dated November 12, 1992

\_\_\_\_\_  
Nina Clay Paradiso, Jr., as Trustee

Johnnie Clay Paradiso  
Johnnie Clay Paradiso, as Trustee

Trust B established under the John Paradiso Revocable Living  
Trust Agreement, dated November 12, 1992

\_\_\_\_\_  
Nina Clay Paradiso, Jr., as Trustee

Johnnie Clay Paradiso  
Johnnie Clay Paradiso, as Trustee

\_\_\_\_\_  
Nina Clay Paradiso, Jr., as Personal Representative of the  
Estate of Nina C. Paradiso, deceased

Johnnie Clay Paradiso  
Johnnie Clay Paradiso, as Personal Representative of the  
Estate of Nina C. Paradiso, deceased

**AS TO BUYER(S):**

\_\_\_\_\_  
Brian Waters

\_\_\_\_\_  
Lynn Waters

**THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

*Effective: 4/15/95*

PREPARED BY AND RETURN TO:

Manuel Farach, Esq.  
McGlinchey Stafford  
One East Broward Blvd., Suite 1400  
Fort Lauderdale, FL 33301  
Prepared without the benefit of a title examination

**QUIT CLAIM DEED**

THIS QUIT-CLAIM DEED, made this 3<sup>RD</sup> day of October, 2019, by and between Ann S. Reilly, an unmarried widow, whose address is 763 Mouton Street, Baton Rouge, LA 70806, herein called the Grantor, and Brian Waters, a married man who is married to Lynn Waters, whose mailing address is P.O. Box 1190 Pensacola, FL 32591, herein called the Grantee.

The Grantor, for and in consideration of the sum of 10.00 and other good and valuable consideration to said Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees, and Grantees' heirs and assigns forever, all of the Grantees' right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Escambia, State of Florida:

Beginning at the Southwesterly corner of Lot 10, of Leonard Place Subdivision, in Pensacola, Escambia County, Florida, according to Plat Book 2, at Page 63, of the Public Records of said County; thence Northerly along the Westerly line of said Lot 10 to a point 12 feet Southerly measured along said Westerly Lot line from the Northwesterly corner of said Lot 10; thence Westerly on a line that is parallel with the Westerly projection of the Northerly line of said Lot 10 to Grantor's Westerly property line; thence Southerly along said Westerly property line to a point 25 feet Northerly measured along last mentioned property line from its intersection with the Easterly projection of the Northerly line of Lot 8 in Grandview Subdivision, according to Plat recorded in Plat Book 1, at Page 81, of the Public Records of said County; thence Easterly along a line that is parallel with the Easterly projection of said Lot 8 to a point 10 feet perpendicularly distant in a Westerly direction from the centerline of Grantor's property; thence Southerly along a line that is parallel with said center line to a point opposite the Point of Beginning; thence Easterly to the Point of Beginning. And Lot 10, amended Plat of Leonard Place, according to Plat Book 2, at Page 63 of the Public Records of Escambia County, Florida, Less the following described parcel: Beginning at the Northwest corner of said Lot 10; thence Easterly along the North line of Lot 10 a distance of 147.69 feet, more or less, to the Northeast corner of Lot 10; thence Southwest 138.44 feet to a point on the West line of Lot 10 that is 12 feet South of the Northwest corner of Lot 10; thence Northerly along the West line of Lot 10, a distance of 12 feet to the Point of Beginning.

Parcel Identification Number: 51-2S-30-6052-000-010

Subject property is vacant land and is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any member of the household of Grantor reside thereon.

Subject to easements, covenants and restrictions of record, if any, and together with all the tenements, hereditaments and appurtenances, with every privilege, right, title interest and estate, reversion, remainder thereto belonging or in anywise appertaining.

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

(When used herein the terms "Grantor" and Grantees" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written in a manner so as to be binding.

Signed, sealed and delivered in the presence of:

Tiffany Wall  
Print name: Tiffany Wall

By: [Signature]  
Ann S. Reilly by Kevin Reilly, Jr., as her attorney-in-fact

Michel Zambo  
Print name: Michel Zambo

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of October, 2019, by Kevin Reilly, Jr. as the attorney-in-fact for Ann S. Reilly, who is ☒ personally known to me or who has ☐ produced \_\_\_\_\_ as identification.

James R. McIlwain  
Notary Public  
[please print] James R. McIlwain  
My Commission Expires: At Death  
Serial No. 56370

(NOTARIAL SEAL)

James R. McIlwain  
Notary Public No. 56370  
My Commission is for Life

## ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Silvershore Drive


Legal Address of Property: 633 Silvershore Drive

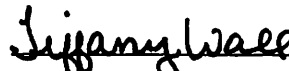
The County ( x ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This information is believed to be correct and is being provided as it appears on the County's website at [www.myescambia.com](http://www.myescambia.com).

This form completed by: Manuel Farach, Attorney at Law  
One E. Broward Blvd, Suite 1400  
Fort Lauderdale, FL 33301

### AS TO SELLER:


  
Seller's Name: Ann S. Reilly by Kevin  
Reilly, Jr., as her attorney-in-fact

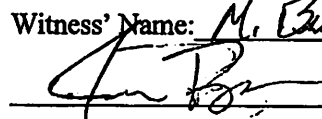
  
Witness' Name: Tiffany Wall

  
Witness' name: Michel Zambo

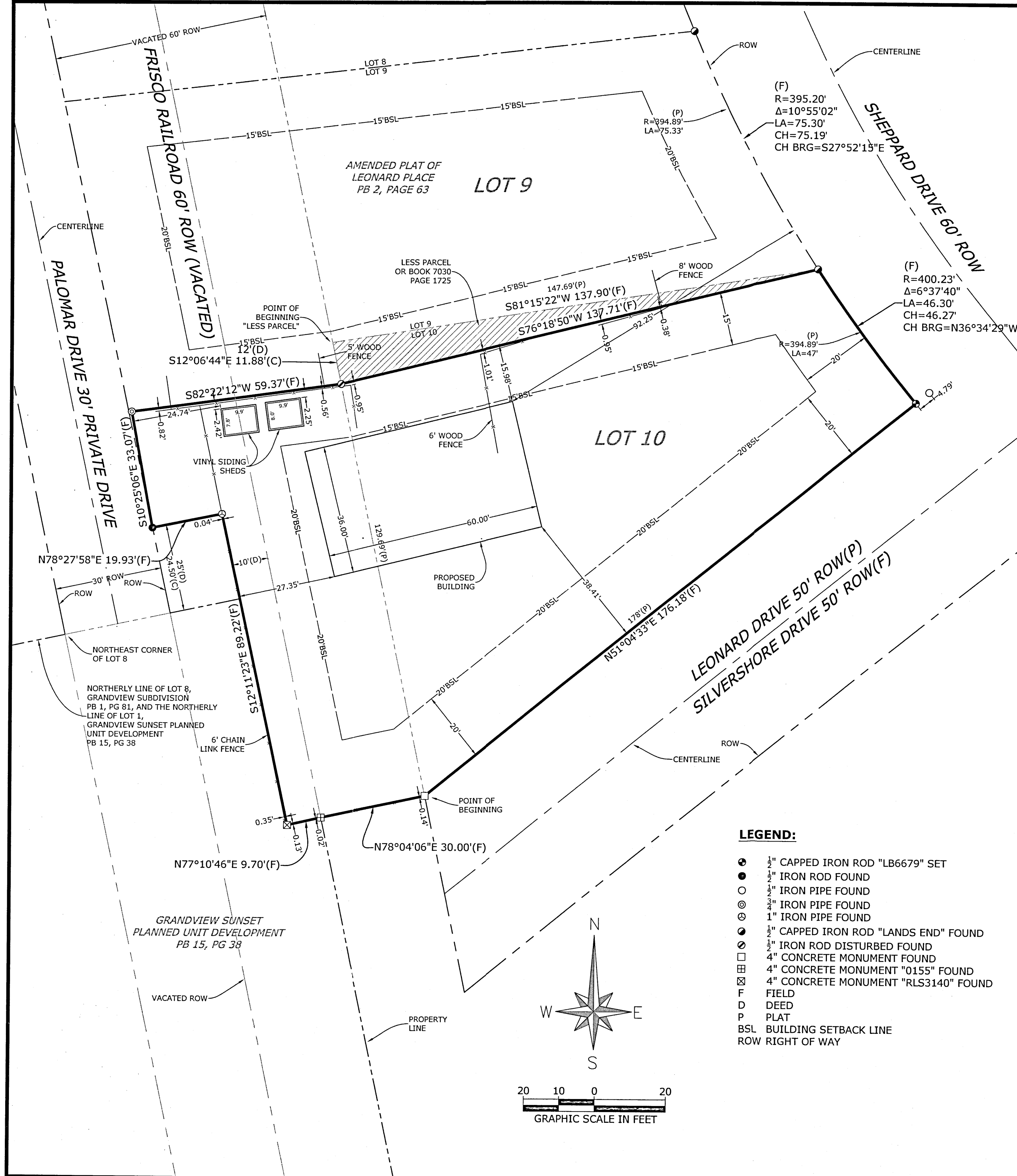
### AS TO BUYER:

  
Buyer's Name: Brian Waters

  
Witness' Name: M. Bredesen

  
Witness' name: JUSTIN PATE





**LEGAL DESCRIPTION:**  
(OR BOOK 7030, PAGE 1723)

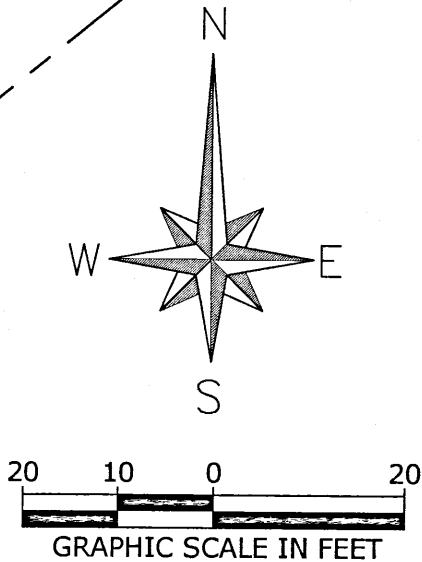
BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 10, OF LEONARD PLACE SUBDIVISION, IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 2, AT PAGE 63, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 10 TO A POINT 12 FEET SOUTHERLY MEASURED ALONG SAID WESTERLY LOT LINE FROM THE NORTHWESTERLY CORNER OF SAID LOT 10; THENCE WESTERLY ON A LINE THAT IS PARALLEL WITH THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF SAID LOT 10 TO GRANTOR'S WESTERLY PROPERTY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY PROPERTY LINE TO A POINT 25 FEET NORTHERLY MEASURED ALONG LAST MENTIONED PROPERTY LINE FROM ITS INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTHERLY LINE OF LOT 8 IN GRANDVIEW SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, AT PAGE 81, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG A LINE THAT IS PARALLEL WITH THE EASTERLY PROJECTION OF SAID LOT 8 TO A POINT 10 FEET PERPENDICULARLY DISTANT IN A WESTERLY DIRECTION FROM THE CENTERLINE OF GRANTOR'S PROPERTY; THENCE SOUTHERLY ALONG A LINE THAT IS PARALLEL WITH SAID CENTER LINE TO A POINT OPPOSITE THE POINT OF BEGINNING; THENCE EASTERLY TO THE POINT OF BEGINNING. AND LOT 10, AMENDED PLAT OF LEONARD PLACE, ACCORDING TO PLAT BOOK 2, AT PAGE 63 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 10 A DISTANCE OF 147.69 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 10; THENCE SOUTHWEST 138.44 FEET TO A POINT ON THE WEST LINE OF LOT 10 THAT IS 12 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 10; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 10, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

**GENERAL SURVEY NOTES:**

1. THIS IS A BOUNDARY SURVEY.
2. THE FIELD SURVEY WAS PERFORMED ON 10/16/19 AND RECORDED IN FIELD BOOK 271, PAGE(S) 19-20 10/21/19 AND RECORDED IN FIELD BOOK 271, PAGE 26 10/25/19 AND RECORDED IN FIELD BOOK 271, PAGE 35
3. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, U.S. SURVEY FEET, FLORIDA NORTH ZONE, NAD83.
4. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. IMPROVEMENTS ARE AS SHOWN HEREON.
6. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
7. THE BUILDING SETBACKS SHOWN PER INFORMATION PROVIDED ONLY; IT IS THE RESPONSIBILITY OF THE OWNER/BUILDER TO VERIFY BUILDING SETBACKS PRIOR TO CONSTRUCTION.
8. THE ENCROACHMENTS ARE AS SHOWN.
9. THIS SURVEY DOES NOT REPRESENT OR GUARANTEE OWNERSHIP.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

**LEGEND:**

- 1/2" CAPPED IRON ROD "LB6679" SET
- 1/2" IRON ROD FOUND
- 1/2" IRON PIPE FOUND
- ⊙ 3/4" IRON PIPE FOUND
- ⊗ 1" IRON PIPE FOUND
- 1/2" CAPPED IRON ROD "LANDS END" FOUND
- 1/2" IRON ROD DISTURBED FOUND
- 4" CONCRETE MONUMENT FOUND
- ⊞ 4" CONCRETE MONUMENT "0155" FOUND
- ⊞ 4" CONCRETE MONUMENT "RLS3140" FOUND
- F FIELD
- D DEED
- P PLAT
- BSL BUILDING SETBACK LINE
- ROW RIGHT OF WAY



**BOUNDARY SURVEY**

PREPARED FOR:  
BRIAN WATERS

**633 SILVERSHORE DRIVE**

BEING IN A PORTION OF SECTION 51  
TOWNSHIP 2 SOUTH, RANGE 30 WEST  
AMENDED PLAT OF LEONARD PLACE, PB 2, PAGE 63  
ESCAMBIA COUNTY, FLORIDA

NO.	DATE:	REVISIONS:
<b>SURVEYORS CERTIFICATE:</b> I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 51-17.050, 51-17.051 AND 51-17.052 FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 172.022 FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.		
FRANK J. FABRE, P.E., P.S., P.L.S. DATE PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 3132, F.E.I. LB NO. 6679 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.		
NOVEMBER 15, 2019		
190066Bndy.dwg		
SHEET 1 OF 1		

DRAWING SCALE 1"=20'
DRAWN BY RJS
CHECKED BY FJF
DATE 11/15/19
JOB NUMBER 190066
FILE NAME 190066Bndy.dwg
SHEET 1 OF 1

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

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

As owner of the property located at 633 Silvershore Dr., Florida, property reference number(s) 51-25-30-6052-000-010 I hereby designate Steve Grimes for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this 4 day of June the year of, 2020, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: Steve Grimes

Email: captainbrien2000@yahoo.com

Address: P.O. Box 1196 Pensacola, FL 32591 Phone: 1-(650) 450-1094

[Signature]  
Signature of Property Owner

Brien WATERS 6/4/2020  
Printed Name of Property Owner Date

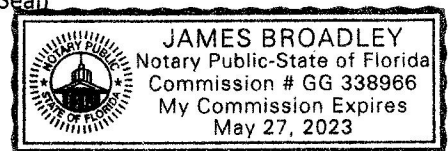
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4th day of June 2020, by means of ☒ physical presence or ☐ online notarization Brian J. Waters Type of Identification Produced: FL DL

[Signature]  
Signature of Notary

James Broadley  
Printed Name of Notary

(Notary Seal)



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

**Meeting Date:** 06/17/2020  
**CASE:** CU-2020-04  
**APPLICANT:** Aaron Wiese  
**ADDRESS:** 8046 Highway 98 West  
**PROPERTY REFERENCE NO.:** 22-2S-31-1100-006-001  
**ZONING DISTRICT:** Com, Commercial district  
**FUTURE LAND USE:** MU-U, Mixed-Use Urban  
**OVERLAY DISTRICT:** AIPD 2

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

The Applicant is seeking Conditional Use approval for used autos sales in a Commercial zoning district.

**RELEVANT AUTHORITY:**

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

b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets: Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of way other than through approved site access.

**CRITERIA:**

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 2-6.4  
Sale of Alcohol, Section 4-7.5(e)-2.10

**CRITERION (a)**

**General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

***If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain 1- 5 below:***

- 1.The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business.
- 2.The 1000-foot minimum distance is not achieved.
- 3.The conflicting uses are visible to each other.



4. Any on-premises consumption is outdoors.
5. Any conditions or circumstances mitigate any incompatibility.

**FINDINGS-OF-FACT:**

The subject parcel is a vacant commercial property previously used as a convenience store with gas pumps. Given the surrounding commercial uses and close proximity to an arterial/arterial intersection, the proposed use is compatible with the area.

**CRITERION (b)**

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

**FINDINGS-OF-FACT:**

Adequate facilities are available to the site and will be provided following site plan review.

**CRITERION (c)**

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

**FINDINGS-OF-FACT:**

The current site design appears to be adequate to serve the access and parking needs for the proposed use.

**CRITERION (d)**

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

**FINDINGS-OF-FACT:**

Given the proposed use and surrounding uses/zoning, no nuisances or hazards are anticipated with this request.

**CRITERION (e)**

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

**FINDINGS-OF-FACT:**

Solid waste service will need to meet all of the requirements imposed through the site plan review process.

## **CRITERION (f)**

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

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

For this use, the LDC requires that this site must be, "provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of way other than through approved site access."

## **CRITERION (g)**

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

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

Signs and lighting for the proposed use will need to be permitted and meet LDC requirements through the site plan review process.

## **CRITERION (h)**

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

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

This existing commercial parcel appears adequate to accommodate the proposed Conditional Use.

## **CRITERION (i)**

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

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

The specific use requirements are the screening/barrier along the right-of-way. This will be reviewed for adequacy during the site plan review process.

## **STAFF FINDINGS**

Staff finds that the proposed use can meet all of the required criteria and approval is recommended.

## **BOA DECISION**

### **BOARD OF ADJUSTMENT FINDINGS**

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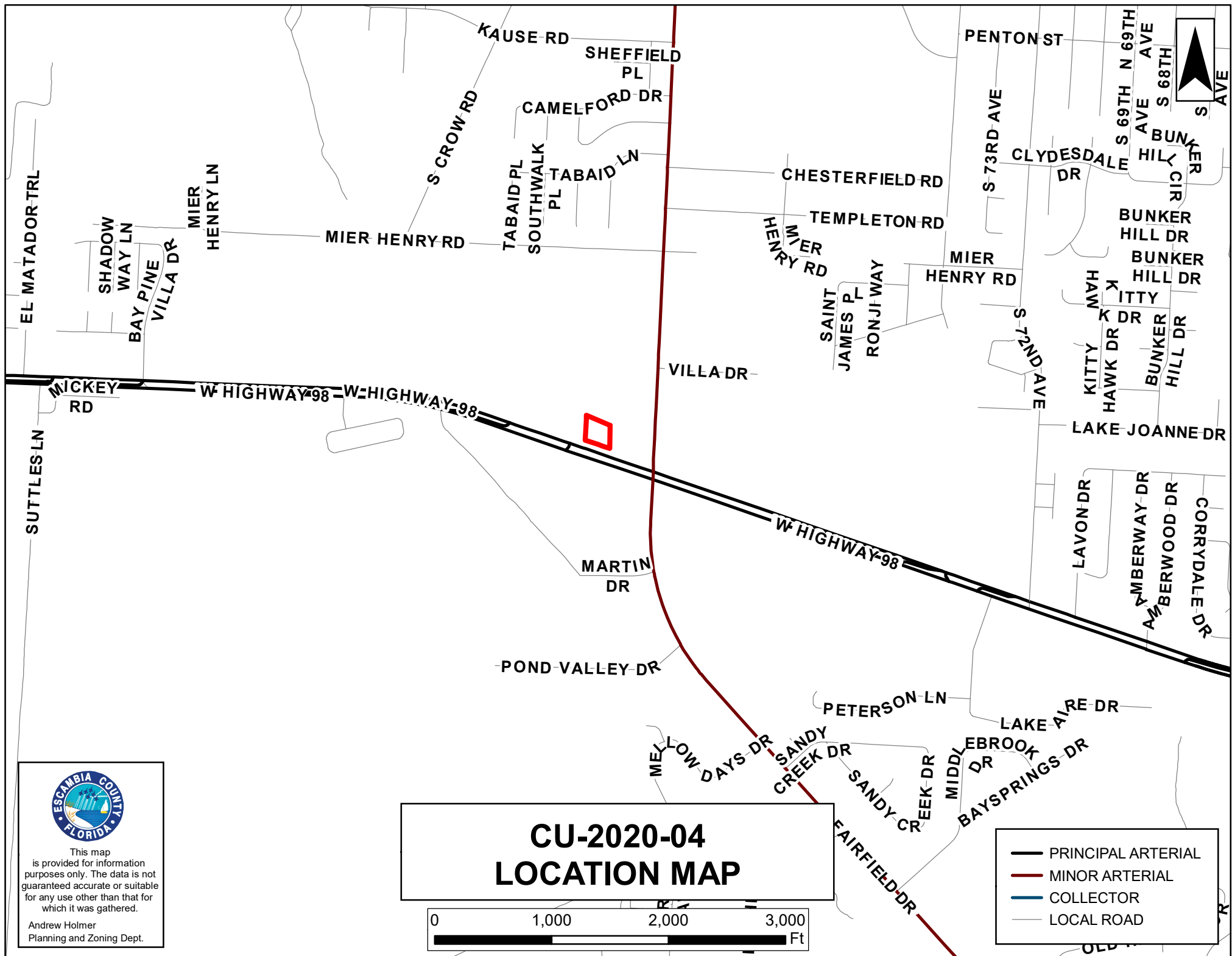
**Attachments**

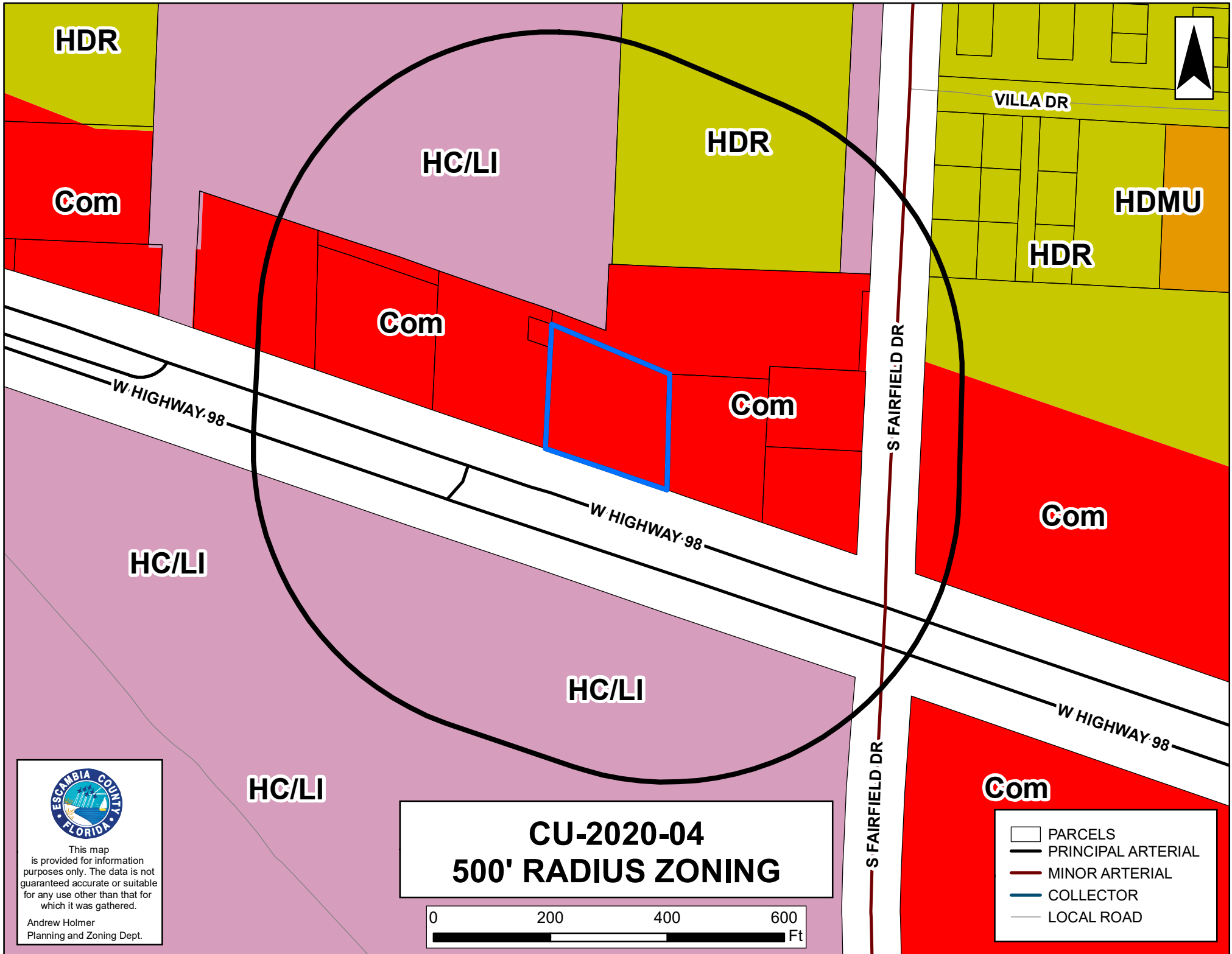
Working Case File

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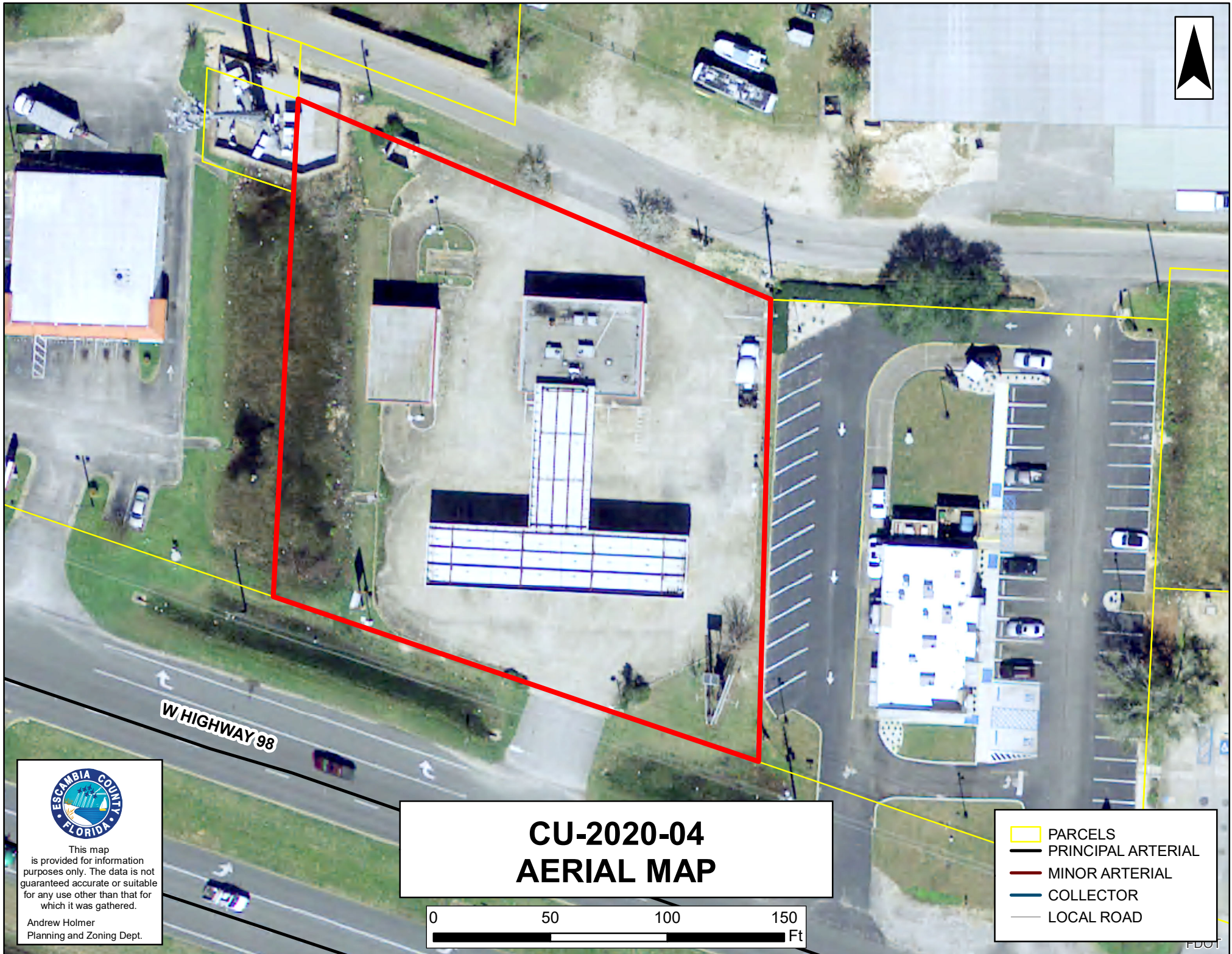
**CU-2020-04**











W HIGHWAY 98



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

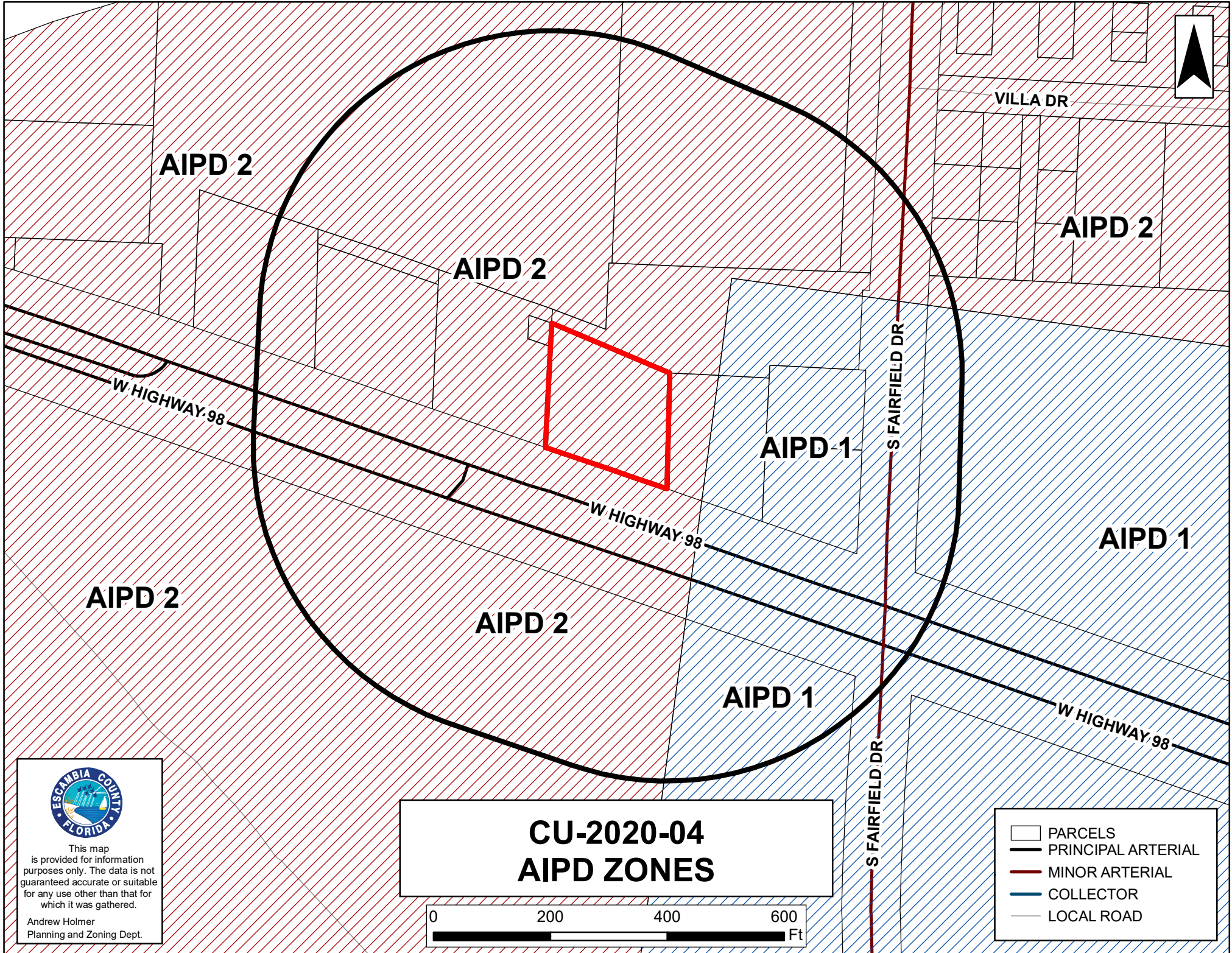
Andrew Holmer  
Planning and Zoning Dept.

## CU-2020-04 AERIAL MAP

0 50 100 150  
Ft

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





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

Andrew Holmer  
Planning and Zoning Dept.



PUBLIC HEARING SIGN





LOOKING NORTHEAST



LOOKING NORTH



Escambia County Planning and Zoning  
Development Services Department  
3363 West Park Place  
Pensacola, FL 32505  
Phone: (850) 595-3475 • Fax: (850) 595-3481

### Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: CU-2026-04 Accepted by: \_\_\_\_\_ BOA Meeting: 4/15

Conditional Use Request for: \_\_\_\_\_

Variance Request for: \_\_\_\_\_

#### 1. Contact Information:

A. Property Owner/Applicant: Aaron Wiese

Mailing Address: 2001 Commerce-Ste#200 Houston, Tx. 77002

Business Phone: 281-531-7626 Cell: 832-607-8440

Email: wieseproperties@yahoo.com

B. Authorized Agent (if applicable): Shawn Washington

Mailing Address: 6230 n W St Pensacola, FL 32505

Business Phone: 850-477-6767 Cell: 850-698-2451

Email: sw1inc@yahoo.com

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

#### 2. Property Information:

A. Existing Street Address: 8046 Highway 98 West Pensacola, FL 32506

Parcel ID (s): 22-2S-31-1100-006-001

B. Total acreage of the subject property: Approx. 1.0 acre

C. Existing Zoning: COM

FLU Category: MU-U

D. Is the subject property developed (if yes, explain): Yes, Currently a closed gas station/store

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

## 5. Submittal Requirements

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

B. \_\_\_\_\_ Application Fees: To view fees visit the website:  
~~http://www.escambia.org/development-services~~ or contact us at 595-3475.

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

C. \_\_\_\_\_ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) AND

D. \_\_\_\_\_ A Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

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

### By my signature, I hereby certify that:

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

Signature of Owner/Agent

Printed Name of Owner/Agent

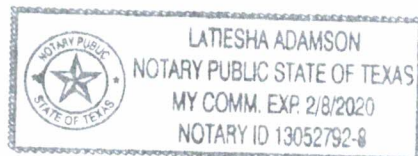
STATE OF Texas COUNTY OF Maricopa The foregoing instrument was acknowledged before me this 11 day January of

2020 by Aaron James Wiese  
Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Tx Driver License

Signature of Notary

Printed Name of Notary

(Notary Seal)



**3. Amendment Request**

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

Looking to be granted zoning addition to include the ability to sell used cars.

Currently the property is zoned commercial but the zoning designation excludes the sale of used cars. The property is a closed gas station which has been vacant for several years.

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

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

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

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**C. For Conditional Use Request – Please address *ALL* the following approval**

**conditions for your Conditional Use request. (use supplement sheets as needed)**

- 1. General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

The proposed use for this property will be compatible with adjacent properties in that all business conducted can be done within the property boundaries and and will not have an affect on adjacent property/businesses traffic pattern, visibility or in any way affect their normal business routine.

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

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- 3. On-site circulation.** Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access. There will be no disruption in traffic flow, pedestrian safety, etc. Upon display of vehicles for sale there will be customer parking available to include disability equipped vehicles, as well as ample space designated to maneuver around the property.
- 

- 4. Nuisances and hazards.** The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area. There will be no unreasonable noise, glare dust, etc that will be generated within the use of this property for the proposed business of used car sales.
- 

- 5. Solid waste.** All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts. The property has an existing location to house a trash dumpster. Service will be contracted through one of the local solid waste companies. Waste will only include normal office type waste.
- 

- 6. Screening and buffering.** Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site. Property currently has buffering to the adjacent property via a concrete curb with a grass median.
- 
- 
-

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

Both signage and lighting are previous business. No additions will be needed.

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

The existing property is set to work as a proposed used car lot without making any modifications to the property, size of the building, ground, setback, height etc.

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

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

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

Currently the property is zoned commercial but the zoning designation excludes  
As owner of the property located at \_\_\_\_\_, Florida, property  
reference number(s) \_\_\_\_\_ I hereby  
designate \_\_\_\_\_ for the sole purpose of completing this  
application and making a presentation to the Board of Adjustment on the above referenced property.  
This Limited Power of Attorney is granted on this \_\_\_\_\_ day of \_\_\_\_\_ the year of \_\_\_\_\_, and is  
effective until the Board of Adjustment has rendered a decision on this request and any appeal period  
has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a  
written, notarized notice to the Development Services Department.

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

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

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

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

Signature of Property Owner

Printed Name of Property Owner Date

STATE OF Texas COUNTY OF Harris

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February 2020

by Aaron Wiase

Personally Known ☐ OR Produced Identification ☒. Type of Identification Produced: Drivers License

Zeha Ahmed  
Signature of Notary

Zeha Ahmed  
Printed Name of Notary

(Notary Seal)





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

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

Currently the property is zoned commercial but the zoning designation excludes  
As owner of the property located at \_\_\_\_\_, Florida, property  
reference number(s) \_\_\_\_\_ I hereby  
designate \_\_\_\_\_ for the sole purpose of completing this  
application and making a presentation to the Board of Adjustment on the above referenced property.  
This Limited Power of Attorney is granted on this \_\_\_\_\_ day of \_\_\_\_\_ the year of \_\_\_\_\_, and is  
effective until the Board of Adjustment has rendered a decision on this request and any appeal period  
has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a  
written, notarized notice to the Development Services Department.

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

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

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

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

Signature of Property Owner

Printed Name of Property Owner Date

STATE OF Texas COUNTY OF Harris

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February 2020

by Aaron Wiess

Personally Known ☐ OR Produced Identification ☒. Type of Identification Produced: Drivers License

Zeha Ahmed  
Signature of Notary

Zeha Ahmed  
Printed Name of Notary

(Notary Seal)





WIESE PROPERTIES  
HT LAND COMPANY

AARON WIESE

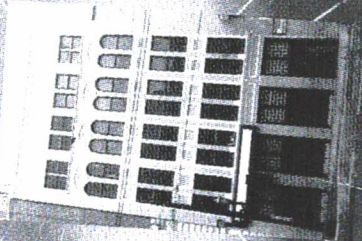
2001 Commerce • Suite #200  
Houston, TX 77002

(281) 531-7626 Office  
(713) 777-2273 Fax

WIESEPROPERTIES@YAHOO.COM  
WWW.WIESEPROPERTIES.COM

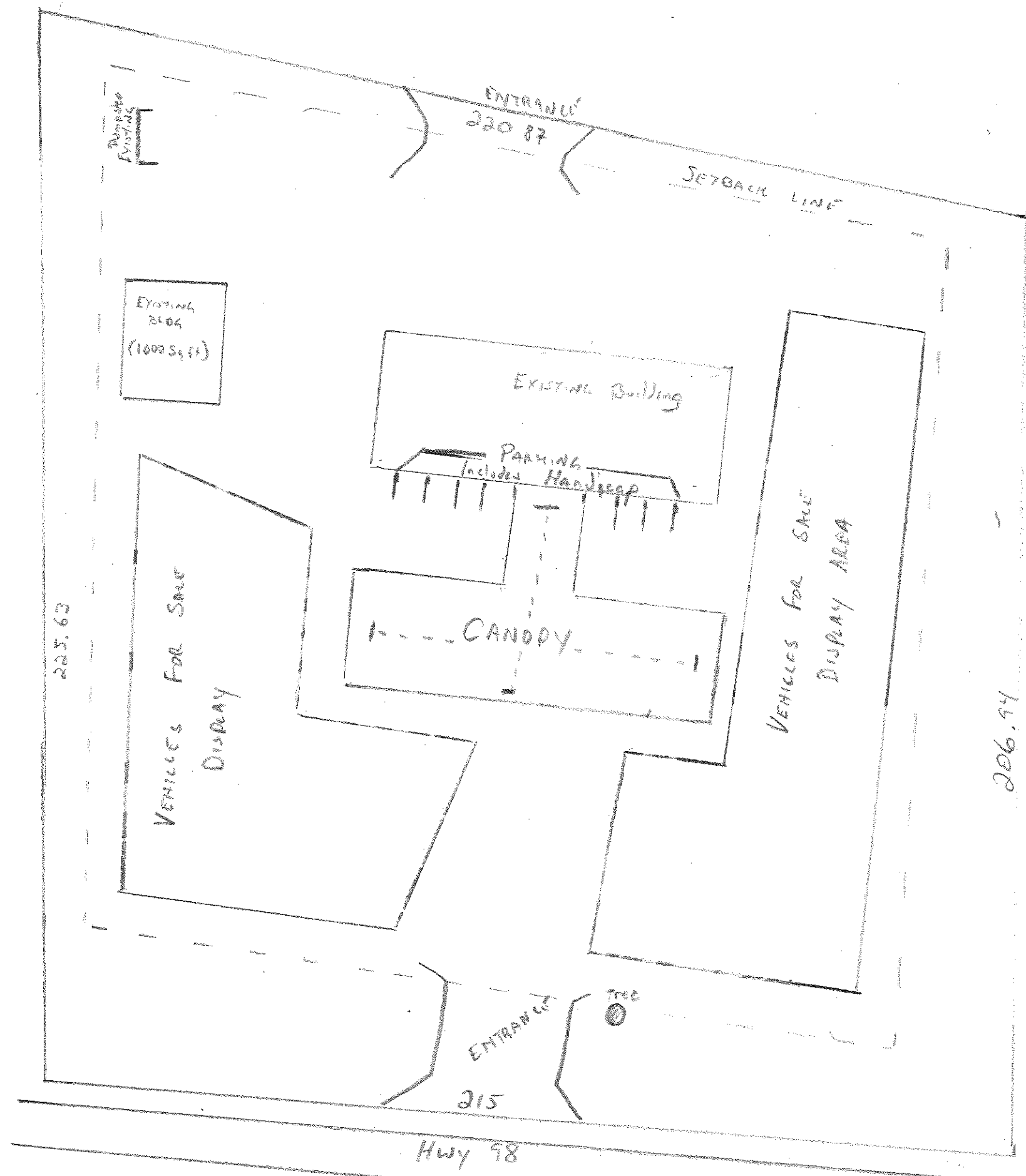
W

WIESE PROPERTIES



8046 HIGHWAY 98 WEST

PROJECT - SW1



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

**Meeting Date:** 06/17/2020  
**CASE:** CU-2020-05  
**APPLICANT:** Hammond Engineering, Inc., Agent for Cozy Cottage Grooming and Boarding, LLC  
**ADDRESS:** Highway 29 North  
**PROPERTY REFERENCE NO.:** 21-2N-31-1200-000-003,  
21-2N-31-1200-000-004  
**ZONING DISTRICT:** HC/LI, Heavy Commercial Light Industrial  
**FUTURE LAND USE:** C, Commercial  
**OVERLAY DISTRICT:** N/A

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

The Applicant is seeking Conditional Use approval to construct a kennel on a vacant, HC/LI zoned site.

**RELEVANT AUTHORITY:**

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended),  
Section:3-2.11(c)(6)

(6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

**CRITERIA:**

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

**CRITERION (a)**

**General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

***If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain 1- 5 below:***

- 1.The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business.
- 2.The 1000-foot minimum distance is not achieved.
- 3.The conflicting uses are visible to each other.
4. Any on-premises consumption is outdoors.
5. Any conditions or circumstances mitigate any incompatibility.

**FINDINGS-OF-FACT:**

The subject parcel is part of a node of HC/LI zoning at an arterial/collector intersection. Nearby residential uses are buffered by natural vegetation and the parcels to the south are a cell tower site and a forestry station. With these factors, the proposed use is compatible with the surrounding area.

#### **CRITERION (b)**

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

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

All necessary services for the use will be addressed at the site plan review stage. Sanitary sewer service is not available at this site and a septic system will be utilized. Potable water is available through Molino Utilities.

#### **CRITERION (c)**

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

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

The site plan shows a driveway access off of Highway 29 with 16 parking spaces, one of which is ADA compliant. Additional review of access and parking will occur during site plan review.

#### **CRITERION (d)**

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

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

Given the nature of a kennel, an expected nuisance would be noise. Current traffic noise from U.S. Hwy 29 is buffered by the existing natural vegetation that will be supplemented as required in site plan review.

#### **CRITERION (e)**

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

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

The method and location of solid waste containers will need to meet all applicable LDC requirements.

#### **CRITERION (f)**

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

#### **FINDINGS OF FACT:**

Buffering will be required between this site and adjacent residential uses and zoning. The existing natural vegetation may need to be supplemented as determined by the site plan review process.

#### **CRITERION (g)**

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

#### **FINDINGS OF FACT:**

Any signs and lighting will be reviewed and meet the LDC requirements.

#### **CRITERION (h)**

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

#### **FINDINGS OF FACT:**

The site appears adequate to accommodate the proposed use and it will fit in with the mixed, low density uses in the area.

#### **CRITERION (i)**

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

#### **FINDINGS OF FACT:**

The proposed use does not have any additional use requirements in HC/LI zoning.

#### **STAFF FINDINGS**

The requested Conditional Use meets all of the required criteria and staff recommends approval as submitted.

#### **BOA DECISION**

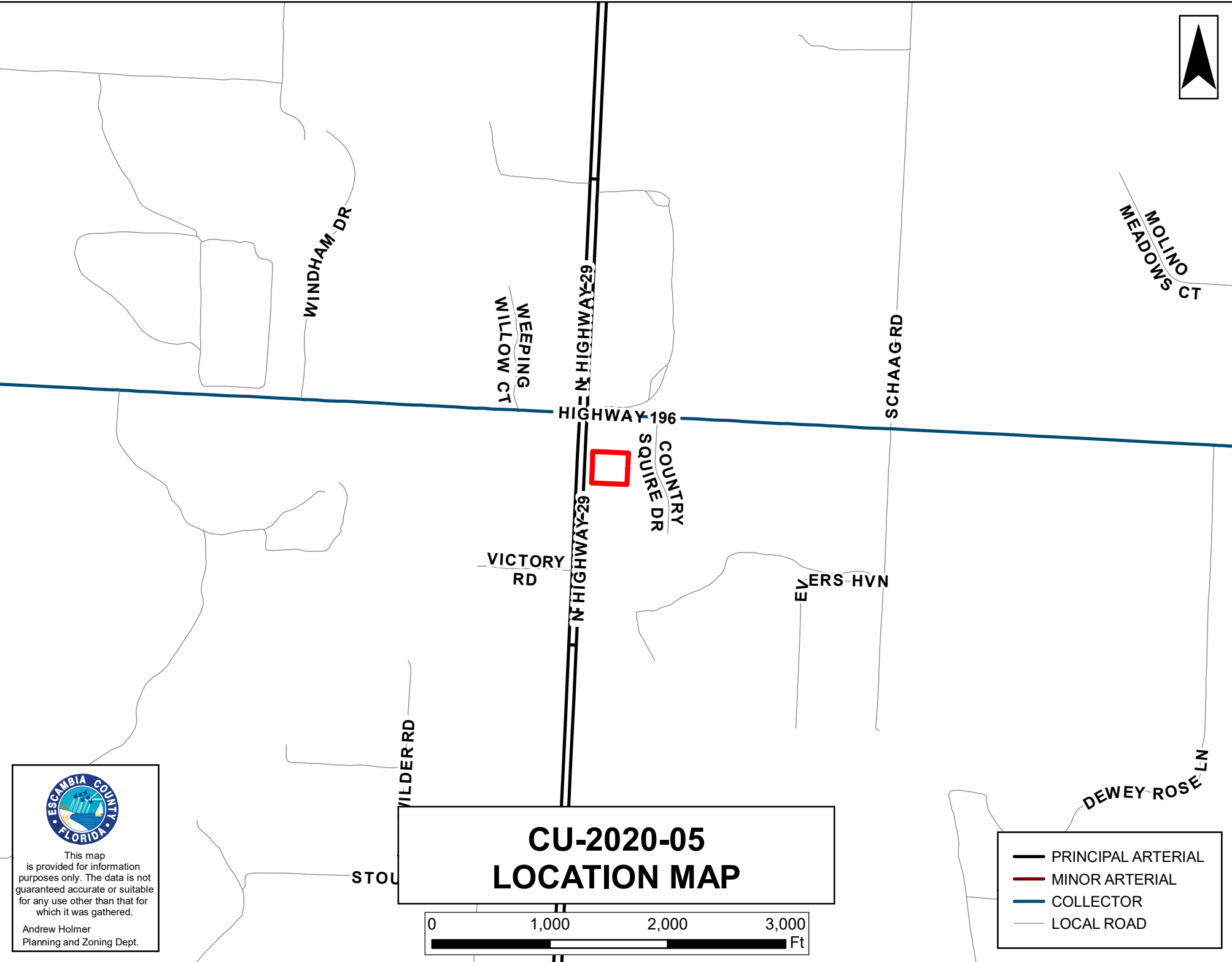
#### **BOARD OF ADJUSTMENT FINDINGS**




## Working Case File

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**CU-2020-05**

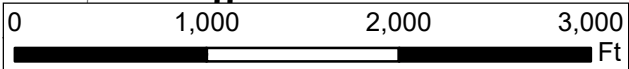




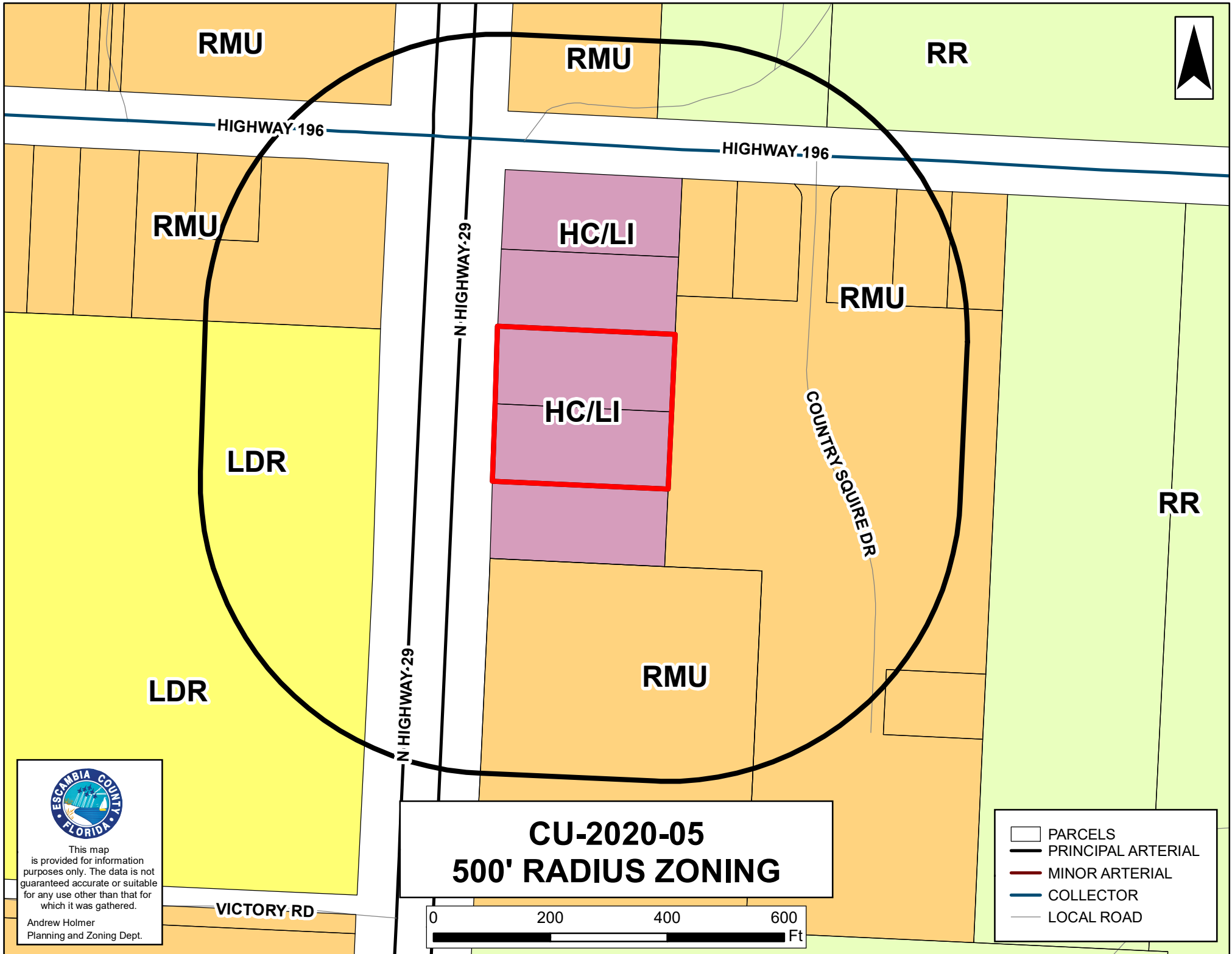
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

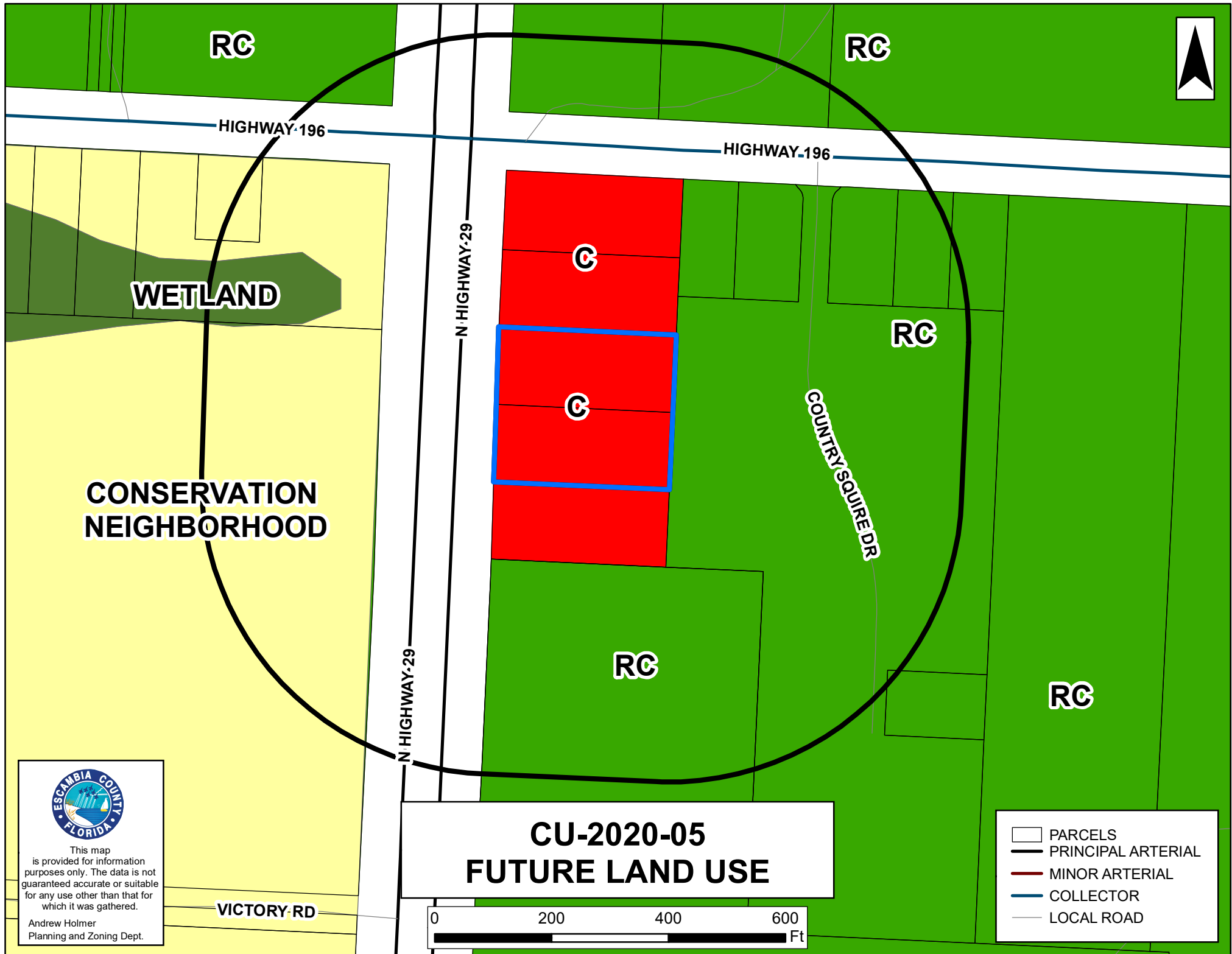
**CU-2020-05  
LOCATION MAP**



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD







RC

RC

HIGHWAY 196

HIGHWAY 196

WETLAND

CONSERVATION  
NEIGHBORHOOD

N HIGHWAY 29

N HIGHWAY 29

C  
C  
C

RC

COUNTRY SQUIRE DR

RC

RC

VICTORY RD

# CU-2020-05 FUTURE LAND USE



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



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Andrew Holmer  
Planning and Zoning Dept.





N HIGHWAY 29

N HIGHWAY 29

COUNTRY SQUIRE DR



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

Andrew Holmer  
Planning and Zoning Dept.

## CU-2020-05 AERIAL MAP

0 100 200 300  
Ft

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





PUBLIC HEARING SIGN





Looking North





Looking South



**HAMMOND ENGINEERING, INC.**

Florida Certificate of Authorization No. 9130  
Alabama Certificate of Authorization No. 3277

June 01, 2020

Ms. Christina Smith  
Escambia County Development Services  
3363 West Park Place  
Pensacola, Florida 32505

**Reference: Cozy Cottage Grooming & Board  
HEI Project No. 20-023  
Conditional Use Request - Application**

Dear Christina:

Please find the following attached for DRC review:

1. One (1) copy of the executed BOA Conditional Use application.
2. One (1) copy of the Contract to Purchase/Vacant Land Contract & applicable warranty deeds for *current* owner.
3. One (1) check in the amount of \$1275.50 for submittal fee.
4. One (1) copy of the certified boundary survey.
5. One (1) copy of the site plan.

Please feel free to contact this office should you have any questions or need additional information. Thank you for your assistance.

Sincerely,

**HAMMOND ENGINEERING, INC.**

Thomas G. Hammond, Jr., PE  
Principal

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

**Board of Adjustment Application**

**FOR OFFICE USE ONLY** - Case Number: \_\_\_\_\_ Accepted by: \_\_\_\_\_ BOA Meeting: \_\_\_\_\_

**Conditional Use Request for:** PROPOSED KENNEL ON HC/LI ZONED PARCEL

**Variance Request for:** \_\_\_\_\_

**1. Contact Information:**

**A. Property Owner/Applicant:** Cozy Cottage Grooming & Boarding, LLC

Mailing Address: 3760 Highway 196 Molino, FL 32577

Business Phone: 850-587-2687 Cell: N/A

Email: N/A

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

Mailing Address: 3802 North S St. Pensacola, Florida 32505

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

Email: tom@selanddesign.com

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

**2. Property Information:**

**A. Existing Street Address:** South of the US HWY 29 / Barrineau Park Road Intersection Molino, FL 32533

Parcel ID (s): 21-2N-31-1200-000-003 & 21-2N-31-1200-000-004

\_\_\_\_\_

\_\_\_\_\_

**B. Total acreage of the subject property:** 1.83

**C. Existing Zoning:** HC/LI

FLU Category: C

**D. Is the subject property developed (if yes, explain):** N/A

\_\_\_\_\_

**E. Sanitary Sewer:** \_\_\_\_\_ **Septic:** x

**C. For Conditional Use Request – Please address ALL the following approval**

**conditions for your Conditional Use request. (use supplement sheets as needed)**

- 1 General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

PROPOSED USE IS FOR A PET GROOMING AND KENNEL BUSINESS. THE PROJECT PARCELS ARE LOCATED 320 FEET SOUTH OF THE HWY 29 (PRINCIPAL ARTERIAL) AND CR 196 (COLLECTOR). PROPERTY USES IN THE SURROUNDING AREA INCLUDE A PLACE OF WORSHIP, STATE FORESTRY DEPARTMENT, TWO (2) CELL TOWER SITES, RURAL SINGLE FAMILY RESIDENCES AND UNDEVELOPED LAND.

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

THE PROJECT PARCELS FRONT ON HWY 29 AND WILL REQUIRE A FDOT DRIVEWAY CONNECTION PERMIT. WE HAD A PREAPPLICATION MEETING WITH THE FDOT AND THEY HAVE NO ISSUE WITH PROVIDING THE CONNECTION. NO SANITARY SEWER IS AVAILABLE SO THE DEVELOPMENT WILL APPLY FOR A SEPTIC TANK SYSTEM FROM THE FLORIDA DEPARTMENT OF HEALTH. POTABLE WATER WILL BE PROVIDED BY MOLINO UTILITIES AND THEY HAVE PROVIDED AN AVAILABILITY LETTER.



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

ONSITE CIRCULATION, VEHICLE AND PEDESTRIAN ACCESS, AND PARKING AND LOADING  
WILL ALL BE ADDRESSED IN THE DRC PROCESS AND WILL MEET THE ESCAMBIA  
COUNTY LDC REQUIREMENTS.

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

THE KENNEL BUILDING WILL BE LOCATED BEHIND THE OFFICE BUILDING. THE SURROUNDING  
AREAS ARE MOSTLY UNDEVELOPED. THE IMMEDIATE ADJOINING PARCELS ARE  
UNDEVELOPED OR CELL TOWER SITES. THE PROPOSED USE WILL NOT CREATE A  
NUISANCE OR HAZARD TO THE PUBLIC.

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

THE PROPOSED BUSINESS WILL REQUIRE SOLID WASTE SERVICE IN THE FORM OF  
A RESIDENTIAL CONTAINER OR COMMERCIAL DUMPSTER.

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

SCREENING AND BUFFERING WILL BE ADDRESSED IN DRC AND WILL MEET THE LDC.  
SURROUNDING PARCELS ARE MOSTLY UNDEVELOPED AND ARE WOODED.

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

SIGNING AND LIGHTING WILL BE COMPATIBLE WITH THE ADJOINING PROPERTIES  
AND SHOULD BE LESS INTENSE THE SIGNAGE AND LIGHTING AT THE PLACE OF WORSHIP  
ACROSS HWY 29.

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

WE HAVE PROVIDED A SITE PLAN SHOWING THE BUILDINGS, PARKING LOT, STORMWATER  
DETENTION AREA AND DRIVEWAY CONNECTION TO HWY 29. THE LAYOUT TAKES COUNTY  
AND FDOT REQUIREMENTS INTO CONSIDERATION AND MEETS BOTH AGENCY REQUIREMENTS

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

THE PROPOSED USE COMPLIES WITH ALL OTHER PROVISIONS OF THE LDC.

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

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

As owner of the property located at HWY 29 N at Barrineau Park Road, Molino (32533), Florida, property reference number(s) 21-2N-31-1200-000-003 & 21-2N-31-1200-000-004 I hereby designate Hammond Engineering, Inc. for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this 27 day of May the year of, 2020, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: Hammond Engineering, Inc. - Thomas G. Hammond Jr., PE

Email: tom@selanddesign.com

Address: 3802 North S St. Pensacola, FL 32533

Phone: 850-434-2603

[Signature]  
Signature of Property Owner

Ryan Chavers 5/27/20  
Printed Name of Property Owner Date

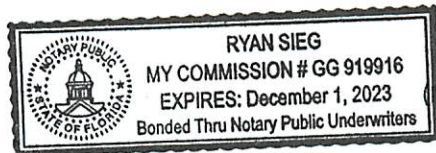
STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27 day of May 2020, by means of ☒ physical presence or ☐ online notarization Ryan Chavers Type of Identification Produced: \_\_\_\_\_

[Signature]  
Signature of Notary

Ryan Sieg  
Printed Name of Notary



(Notary Seal)

## 5. Submittal Requirements

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

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

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

C.   x   Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND**

D.   x   A Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

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

### By my signature, I hereby certify that:

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

Signature of Owner/Agent

Printed Name of Owner/Agent

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 1 day of June 2020

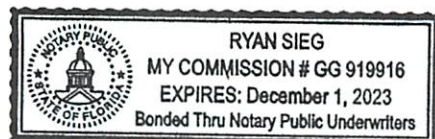
by means of ☒ physical presence or ☐ online notarization Thomas G. Hammond Jr. Type of

Identification Produced: \_\_\_\_\_

Signature of Notary

Printed Name of Notary

(Notary Seal)







# Vacant Land Contract

COASTAL REALTY EXPERTS

1. Sale and Purchase: ANN KING ("Seller")  
and COZY COTTAGE LLC ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 000 HWY 29 MOLINO, FL 32577

Legal Description:

ATTACHED

THE TWO NORTHWARD MUST LOT ON HWY 29  
LISTING ATTACHED

SEC 21 TWP 12N RNG 31 of ESCAMBA County, Florida, Real Property ID No: 212N3112 000 0003 + 4  
including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) \$ 59,800.<sup>00</sup>

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: SURETY LAND TITLE

Escrow Agent's Contact Person: JOANNA GUNN

Escrow Agent's Address: 358 W. NINE MILE RD., PENSACOLA, FL.

Escrow Agent's Phone: 950-476-5885

Escrow Agent's Email: J.GUNN@SURETYLAND.COM

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)

after Effective Date

\$ 500.<sup>00</sup>

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date

☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)

(d) Other:

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds \$ 59,300.<sup>00</sup>

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):

prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 6(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 2-28-20, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on 6-10-20 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

- (a) ☒ Buyer will pay cash for the Property with no financing contingency.  
 (b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be returned.

- (1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_ % ☐ an adjustable interest rate not exceeding \_\_\_\_\_ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.  
 (2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

- (3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LNA# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_ % or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_ provided there exists at closing no violation of the foregoing.

- (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at

(Check one) ☒ Seller's ☐ Buyer's expense and  
 (Check one) ☐ within \_\_\_\_\_ days after Effective Date ☒ at least \_\_\_\_\_ days before Closing Date,  
 (Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reinsurance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within \_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

- (a) **Inspections:** (Check (1) or (2))

- (1) ☐ **Feasibility Study:** Buyer will, at Buyer's expense and within \_\_\_\_\_ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in before conducting the inspections and (ii) release to Seller all reports and other work generated as a result of the inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

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(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

**10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

**(a) Seller Costs:**

Taxes on deed  
Recording fees for documents needed to cure title  
Title evidence (if applicable under Paragraph 8)  
Estoppel Fee(s)  
Other: \_\_\_\_\_

**(b) Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Title evidence (if applicable under Paragraph 8)  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey  
Insurance  
Other: \_\_\_\_\_

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer (L)(L) and Seller (AK) acknowledge receipt of a copy of this page, which is 4 of 8 pages.



IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

(g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 6:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this contract.

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

16. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

18. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

Buyer (B) and Seller (S) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

VAC-13 Rev 2/20

Contact: 013234-330133-2570223

©2020 Florida Realtors®

Form  
Simplicity

(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

18. **Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

**20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

GARY HOLT 563206840  
Buyer's Sales Associate/License No.

### Form Simplicity

Seller's Sales Associate Email Address

GLH4459@AOL.COM  
Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

850-607-4539  
Buyer's Sales Associate Phone Number

Listing Brokerage

COASTAL REALTY EXPERTS  
Buyer's Brokerage

Listing Brokerage Address

811 N. REYS ST. PENSACOLA FL 32502  
Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable)

- ☐ A. Back-up Contract  
☐ B. Other

23. Additional Terms:

SALE CONTINGENT UPON BUYER OBTAINING ALL COUNTY & STATE PERMITS TO BUILD A DOG BOARDING & GROOMING BUSINESS.

Escrow Agent And Title Company to close sale Knight/Berry, Carol Embanks - 912-8720. OK

COUNTER-OFFER/REJECTION

- ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).  
☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: [Signature] Date: 2-26-20

Print name: Ryan Ch...

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Buyer's address for purpose of notice:

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Seller: Ann King Date: 2-3-2020

Print name: \_\_\_\_\_

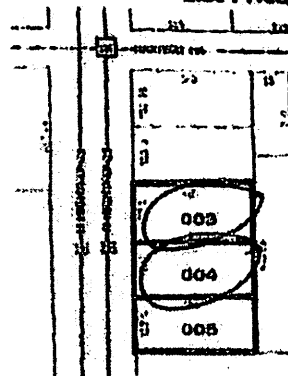
Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 7 of 8 pages.

**MLS #** 424567  
**Property Name:** HWY 29, S OF COUNTY ROAD...  
**Address:** 000 HWY 29  
**Unit #**  
**City/ST/Zip Code:** MOLINO FL 32577  
**County:** ESCAMBIA  
**Available Building SqFt:** 0  
**Prc/SqFt:**  
**Zoning:** GBD  
**Parcel #** 212N311200000003  
**Dir:** Just south of Barrineau Park Road/County Rd 196 on Hwy 29 in Molino - 6 miles north of Cantonment

**Status:** Active  
**List Date:** 3/23/2012  
**Update Date:** 2/12/2020  
**Acres:** 2.700000  
**Dimensions:** 396' X 300'  
**Frontage:** 396  
**Depth:** 300  
**Client Hit Count:** 6



Legal: lengthy in file

**Schedule a Showing**

**Virtual Tour:**

**Media:**

**Property Description**

Three lots, combined - each is 132.5' on Hwy 29' x 300' deep - 0.92 +/- Acre, 2.74 +/- acres total, zoned GBD/Gateway Business District. Can be sold separately.

**Tenant Lease Info**

**Financing**

**Area Description:** Rural-- mostly residential --some commercial. Located near Hwy 196  
**Agent Notes:** vacant - go see  
**As Is Disclaimer:** As-is with right of inspection.  
**Reduction Disclosure:**

**Assignment of Interest:** No  
**Construction Status:** FLU  
**TYPE USE PERMITTED:**

ESCAMBIA--COMMERCIAL  
 ACF, ANIMAL HOSPITAL, ANTIQUE STORE, AUTO DEALERSHIP, AUTO REPAIR /PARTS/TIRES, BANK, BEAUTY/BARBER, CHILD CARE CENTER, CHURCH, CONVENIENCE STORE, DRY CLEANER, FAST FOOD, FLORIST, FOOD SERVICE, FUNERAL HOME, GARDEN CENTRAL, GAS STATION, GROCERY, GYM/HEALTH CLUB /SPA, HARDWARE GOODS, HOTEL/MOTEL, LANDSCAPE/GARDEN, LAUNDROMAT, MEDICAL/DENTAL, NURSING HOME, OFFICE, OTHER TYPE USE, PARKING, PAWN SHOP, PROFESSIONAL, RADIO STATION, RESTAURANT, RETAIL, RETIREMENT

**Contingency Reason**

**Sale Factors:**

**Confidential: For Agents Only. Do Not Distribute to Clients.**

**ListOff:** EXIT REALTY N.F.I. - COMMERCIAL DIVISION - OFC: 850-475-5...  
**ListAg:** RANAE STEWART - CELL: 850-777-1120  
**ListAg Email:** raofloridaxit@gmail.com  
**Co-Off:**  
**Co-Ag:**

**Man Comp Pct:**  
**Commission:** 4%  
**Variable:** Y  
**LtdServ:** N  
**List Type:** ERS

**Sold Price:** DOM/CDOM: 2888 / 2888  
**Closed Date:** DUC:  
**Contract Date:** Contingency Reason:  
**SellingOff:** Buyer Name:  
**CoSellingOff:** Mortgage Type:

-- Information deemed reliable but not guaranteed -- Copyright: 2015 by the Pensacola Association of Realtors, Inc.

Prepared by: GARY HOLT

Confidential: Agent Only. Do not Distribute to Client.

02/18/2020 02:42 PM



**Detail by Entity Name**

Florida Limited Liability Company

**COZY COTTAGE GROOMING AND BOARDING LIMITED LIABILITY COMPANY****Filing Information**

**Document Number** L18000249847  
**FEI/EIN Number** 83-2365558  
**Date Filed** 10/24/2018  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 11/19/2019

**Principal Address**

3760 HIGHWAY 196  
MOLINO, FL 32577

**Mailing Address**

3760 HIGHWAY 196  
MOLINO, FL 32577

**Registered Agent Name & Address**

Chavers, Martha  
3760 Hwy 196  
Molino, FL 32577

Name Changed: 11/19/2019

Address Changed: 11/19/2019

**Authorized Person(s) Detail****Name & Address**

Title AMBR

CHAVERS, MARTHA  
3760 HIGHWAY 196  
MOLINO, FL 32577

**Annual Reports**

Report Year	Filed Date
2019	11/19/2019

**Document Images**

<a href="#">11/19/2019 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/24/2018 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

THIS INSTRUMENT PREPARED BY:  
Lonnie King  
6850 Pine Forest Road  
Pensacola, Florida 32526

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014040727 08/11/2014 at 12:11 PM  
OFF REC BK: 7180 PG: 1579 - 1580 Doc Type: QCD  
RECORDING: \$18.50 Dood Stamps \$0.70

Corrective  
QUIT CLAIM DEED to add witness  
TAX ID#: \_\_\_\_\_

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.

MADE THIS 27<sup>th</sup> day of May, 2014, BETWEEN Lonnie King, a married man, whose post office address is: 6850 Pine Forest Road, Pensacola, Florida 32526, party of the first part, and Lonnie King and Ann King, husband and wife, whose post office address is: 6850 Pine Forest Road, Pensacola, Florida 32526, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release, and quitclaim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot(s), piece(s) or parcel(s) of land, situate lying and being in the County of Escambia, State of Florida, to-wit:

See Attached Exhibit "A" for legal description  
The above described property is not the homestead of the Grantor herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal on the day and year first above written.

Sign: [Signature]  
Print Name: Lonnie King

Signed, sealed and delivered  
in the presence of:

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness #1 Sign: [Signature]  
Witness #1 Print Name: Joe Ryals

Witness #2 Sign: [Signature]  
Witness #2 Print Name: Debra G. Ford

STATE OF Florida  
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 27 day of MAY, 2014, by Lonnie King, a married man, having provided DRIVERS LICENSE as identification, and who did take an oath.

My Commission expires: 08/30/2014

(Notary Seal)

[Signature]  
Notary Public  
Serial Number: BONNIE S FORD



## EXHIBIT "A"

### Lot 3

Commence at the Northwest corner of Section 21, Township 2 North, Range 31 West, Escambia County, Florida; thence South 87 degrees 06'09" East along the North line of said Section 21 for 2765.28 feet to the Point of Intersection with the Easterly right-of-way line of U.S. Highway 29 (200' R/W); thence South 02 degrees 39'30" West along the aforesaid right-of-way line for 316.49 feet to the Point of Beginning; thence continue South 02 degrees 39'30" West along the aforesaid right-of-way line for 132.50 feet; thence South 87 degrees 20'30" East for 300.00 feet; thence North 02 degrees 39'30" East for 132.50 feet; thence North 87 degrees 20'30" West for 300.00 feet to the Point of Beginning.

All lying and being in Section 21, Township 2 North, Range 31 West, Escambia County, Florida and containing 0.91 acres, more or less.

THIS INSTRUMENT PREPARED BY:  
Lonnie King  
6850 Pine Forest Road  
Pensacola, Florida 32526

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014040728 06/11/2014 at 12:11 PM  
OFF REC BK: 7180 PG: 1581 - 1582 Doc Type: QCD  
RECORDING: \$18.50 Deed Stamps \$0.70

Corrective  
QUIT CLAIM DEED to add witness  
TAX ID#: \_\_\_\_\_

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.

MADE THIS 27<sup>th</sup> day of May, 2014, BETWEEN Lonnie King, a married man, whose post office address is: 6850 Pine Forest Road, Pensacola, Florida 32526, party of the first part, and Lonnie King and Ann King, husband and wife, whose post office address is: 6850 Pine Forest Road, Pensacola, Florida 32526, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release, and quitclaim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot(s), piece(s) or parcel(s) of land, situate lying and being in the County of Escambia, State of Florida, to-wit:

See Attached Exhibit "A" for legal description  
The above described property is not the homestead of the Grantor herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal on the day and year first above written.

Sign: [Signature]  
Print Name: Lonnie King

Signed, sealed and delivered  
in the presence of:

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness #1 Sign: [Signature]  
Witness #1 Print Name: Joe Ryals

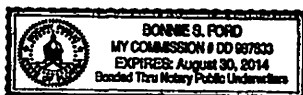
Witness #2 Sign: [Signature]  
Witness #2 Print Name: Bonnie Ford

STATE OF Florida  
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 27 day of MAY, 2014, by Lonnie King, a married man, having provided DRIVERS LICENSE as identification, and who did take an oath.

My Commission expires: 08/30/2014  
(Notary Seal)

[Signature]  
Notary Public  
Serial Number BONNIE SFORD





## EXHIBIT "A"

### Lot 4

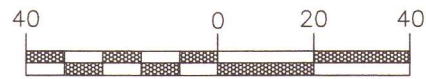
Commence at the Northwest corner of Section 21, Township 2 North, Range 31 West, Escambia County, Florida; thence South 87 degrees 06'09" East along the North line of said Section 21 for 2765.28 feet to the Point of Intersection with the Easterly right-of-way line of U.S. Highway 29 (200' R/W); thence South 02 degrees 39'30" West along the aforesaid right-of-way line for 448.99 feet to the Point of Beginning; thence continue South 02 degrees 39'30" West along the aforesaid right-of-way line for 132.50 feet; thence South 87 degrees 20'30" East for 300.00 feet; thence North 02 degrees 39'30" East for 132.50 feet; thence North 87 degrees 20'30" West for 300.00 feet to the Point of Beginning.

All lying and being in Section 21, Township 2 North, Range 31 West, Escambia County, Florida and containing 0.91 acres, more or less.



# GRAPHIC SCALE

11"x17" SCALE 1 inch = 40 ft.



## LEGEND:

- DENOTES EXISTING ASPHALT
- DENOTES PROPOSED GRAVEL
- DENOTES PROPOSED CONCRETE
- DENOTES PROPOSED ASPHALT
- DENOTES # OF PARKING STALLS PER ROW

## PARKING CALCULATIONS:

PROPOSED 1,000 SF OFFICE & 1,800 SF KENNEL FACILITY

AS PER 3-1.2 ESCAMBIA COUNTY DESIGN STANDARDS MANUAL:  
1,000 SF OFFICE SPACE  
3.5 PARKING STALLS PER 1000 SF REQUIRED  
(1,000/1,000)\*3.5 ~ 4 STALLS REQUIRED

1,800 SF KENNEL(VET CLINIC)  
4 PARKING STALLS PER 1,000 SF GFA  
(1,800/1,000)\*4 ~ 8 STALLS REQUIRED

12 TOTAL PARKING STALLS REQUIRED

15 REGULAR STALLS PROPOSED  
1 HANDICAP STALL PROPOSED  
16 TOTAL STALLS PROPOSED

NOTE: HANDICAP PARKING SIGNS SHALL CONFORM TO FDOT ROADWAY AND TRAFFIC DESIGN STANDARD INDEX NUMBER 17355, SHEET 3 OF 8, FTP-25 SIGN

## SITE DATA:

PARCEL ZONING: HC/LI  
FLU: I

BUILDING SETBACKS REQUIRED (HC/LI ZONED PARCEL):

FRONT SETBACK =15'  
REAR SETBACK =15'  
SIDE SETBACK =10'

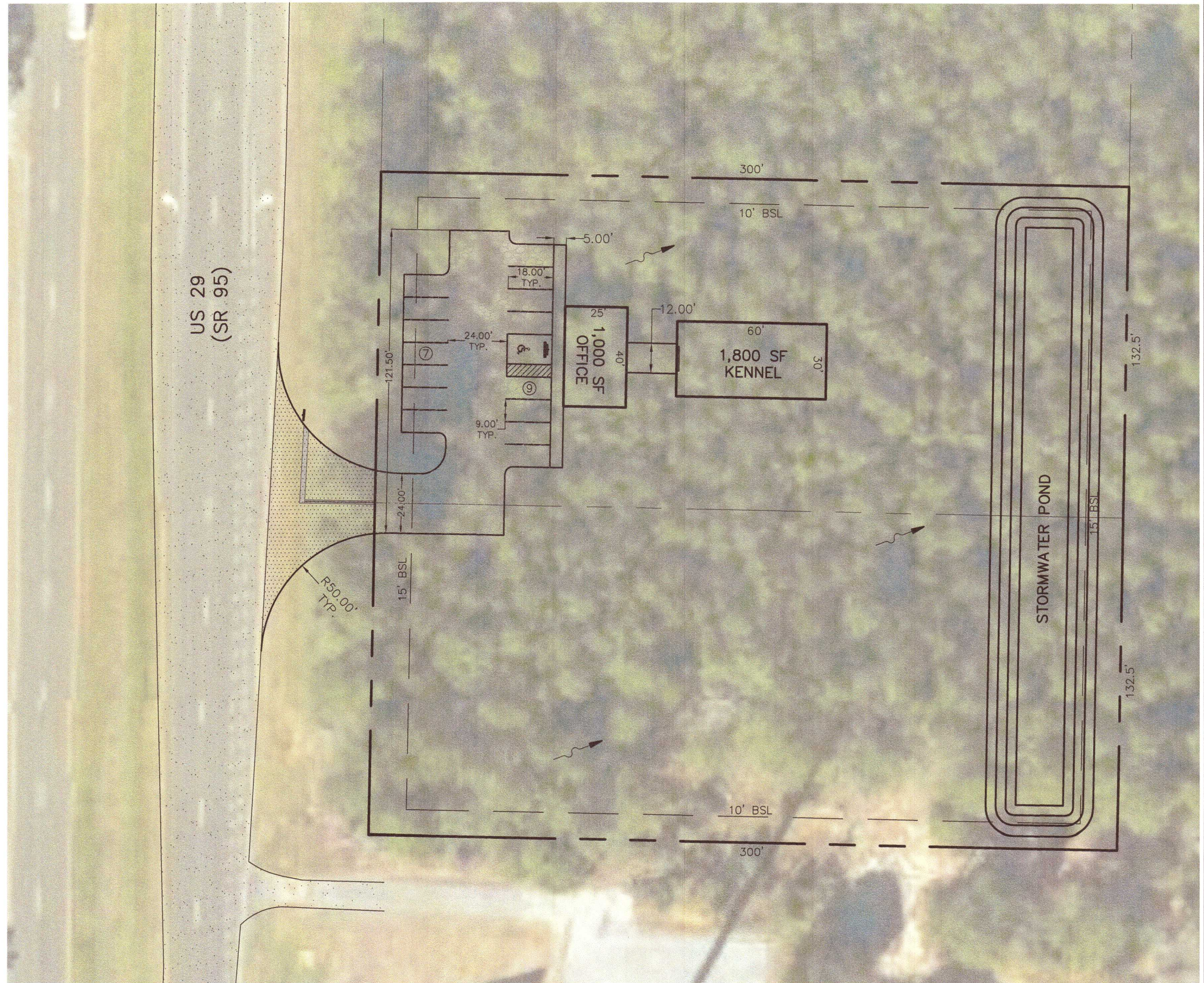
MAXIMUM IMPERVIOUS SURFACE: 85%  
MAXIMUM BUILDING HEIGHT: 150'  
MAXIMUM FLOOR AREA RATIO: 1.0 (I)

## PARKING STALL NOTES:

- ALL HANDICAP PARKING STALLS ARE TO MEASURE 12' x 18' WITH AN ADJACENT 5' WIDE AISLE
- ALL STANDARD PARKING STALLS ARE TO MEASURE 9' x 18'
- ALL PARKING STALLS ARE TO BE DEMARCATED WITH 4" SOLID WHITE LINES UNLESS OTHERWISE NOTED

## FIRE SAFETY NOTES

- FIRE DEPT. ACCESS ROADS SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 20'
- FIRE DEPT. ACCESS ROADS SHALL HAVE A MINIMUM UNOBSTRUCTED VERTICAL CLEARANCE OF 13'-6"
- THE REQUIRED WIDTH OF A FIRE DEPT. ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES.
- ANY DEAD-END DRIVE AISLE GREATER THAN 150 LF IN LENGTH MUST PROVIDE AN ADEQUATE FIRE TRUCK TURN-AROUND.



CHAVERS GROOMING AND BOARD

HAMMOND ENGINEERING, INC.  
FLORIDA AUTHORIZATION NO. 9130  
ALABAMA AUTHORIZATION NO. 3277  
3802 NORTH "S" STREET  
PENSACOLA, FLORIDA 32505  
850.434.2603  
850.434.2650 (FAX)  
TGM@EELANDDESIGN.COM



COUNTY: ESCAMBIA  
CONCEPTUAL SITE LAYOUT

SHEET NO.: 1 OF 1  
DATE: 04/27/2020



D-S87°06'09"E 2765.28'  
F-S87°06'53"E 2765.78'

F-2086.16'  
F-679.62'  
NORTH LINE OF SECTION 21...

POINT OF COMMENCEMENT  
(LOT 3)  
(ORB 7189, PG 748)  
COMMENCE AT THE NORTHWEST CORNER OF  
SECTION 21, TOWNSHIP 2 NORTH RANGE 31  
WEST ESCAMBIA COUNTY, FLORIDA

POINT OF COMMENCEMENT  
(LOT 4)  
(ORB 7189, PG 738)  
COMMENCE AT THE NORTHWEST CORNER OF  
SECTION 21, TOWNSHIP 2 NORTH RANGE 31  
WEST ESCAMBIA COUNTY, FLORIDA

D-S02°39'30"W 448.99'  
F-S02°39'30"W 449.01'  
D-S02°39'30"W 316.49'  
F-S02°39'30"W 316.39'

EASTERLY R/W LINE  
CD-266.49'  
F-266.43'

HIGHWAY 196  
(100' RIGHT-OF-WAY)

D-S87°06'09"E 300.00'  
F-S87°06'25"E 300.02'

UNPLATTED  
(NOT INCLUDED)

D-N87°20'30"W 300.00'  
F-N87°22'28"W 300.01'

POINT OF BEGINNING  
(LOT 3)

D-S02°39'30"W 132.50'  
F-S02°39'30"W 132.62'

SUBJECT PROPERTY  
(LOT 3)  
(0.91± AC.)

D-N02°39'30"E 132.50'  
F-N02°39'35"E 132.50'

CD-265.00'  
F-265.03'

UNPLATTED  
(NOT INCLUDED)

D-S87°20'30"E 300.00'  
F-S87°23'47"E 300.00'

D-N87°20'30"W 300.00'  
F-N87°23'47"W 300.00'

POINT OF BEGINNING  
(LOT 4)

D-S02°39'30"W 132.50'  
F-S02°39'30"W 132.51'

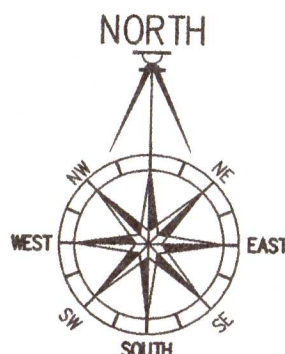
SUBJECT PROPERTY  
(LOT 4)  
(0.91± AC.)

D-N02°39'30"E 132.50'  
F-N02°39'35"E 132.50'

CD-530.00'  
F-S02°39'35"W 530.03'

D-S87°20'30"E 300.00'  
F-S87°23'54"E 300.00'

UNPLATTED  
(NOT INCLUDED)



30' 15' 0' 30'  
SCALE 1" = 30'

Certify To:  
Cozy Cottage Grooming and Boarding, LLC  
Westcor Land Title Insurance Company  
Knight Barry Title Solutions, Inc.



**KJM**  
Land Surveying, LLC.  
1616 W. Avery St.  
Pensacola, FL 32501  
(904) 850-4386-0202  
(904) 850-4386-1307

DESCRIPTION: (OFFICIAL RECORDS BOOK 7189 PAGE 748)

(LOT 3)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 87 DEGREES 06'09" EAST ALONG THE NORTH LINE OF SAID SECTION 21 FOR 2765.28 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE U.S. HIGHWAY 29 (200' R/W); THENCE SOUTH 02 DEGREES 39'30" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE FOR 316.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 39'30" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE FOR 132.50 FEET; THENCE SOUTH 87 DEGREES 20'30" EAST FOR 300.00 FEET; THENCE NORTH 02 DEGREES 39'30" EAST FOR 132.50 FEET; THENCE NORTH 87 DEGREES 20'30" WEST FOR 300.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: (OFFICIAL RECORDS BOOK 7189 PAGE 738)

(LOT 4)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 87 DEGREES 06'09" EAST ALONG THE NORTH LINE OF SAID SECTION 21 FOR 2765.28 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE U.S. HIGHWAY 29 (200' R/W); THENCE SOUTH 02 DEGREES 39'30" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE FOR 316.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 39'30" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE FOR 132.50 FEET; THENCE SOUTH 87 DEGREES 20'30" EAST FOR 300.00 FEET; THENCE NORTH 02 DEGREES 39'30" EAST FOR 132.50 FEET; THENCE NORTH 87 DEGREES 20'30" WEST FOR 300.00 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES:

-THE MAP OF SURVEY AS SHOWN HEREON IS A BOUNDARY SURVEY FOR WHICH PURPOSE IS TO DEFINE THE RECORD BOUNDARIES ON THE GROUND BY RETRACEMENT OF THE RECORD DEEDS, AND/OR RECOVERY, AND/OR PLACEMENT OF MONUMENTATION FOR SAID 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: NORTH AND THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE DEED BEARING OF S02°39'30W ALONG THE EASTERLY R/W LINE OF U.S./ HIGHWAY 29 AS MONUMENTED.  
-REFERENCE SOURCE: IN FIELD DATA GATHERING OF EXISTING PROJECT SITE FIELD MONUMENTATION; COPY OF MAP OF SECTION: 21-2N-31, SHEET 1 OF 1 BY THE OFFICE OF COUNTY APPRAISER OF ESCAMBIA COUNTY, FLORIDA AS DATED 3/23/2020.  
-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 SURVEYING, LLC 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.  
-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 SURVEYING, LLC., IS LB 8298.  
-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:

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

NFIP COMMUNITY NUMBER:  
120080  
PANEL NUMBER: 120330 0240 G  
AS DATED: 9/29/2006

ABBREVIATIONS:

LS -LICENSED SURVEYOR  
PSM -PROFESSIONAL SURVEYOR  
AND MAPPER  
LB -LICENSED BUSINESS  
BSL -BUILDING SETBACK LINE  
R/W -RIGHT-OF-WAY  
PI -POINT OF INTERSECTION  
D -DEED  
CD -CALCULATED DEED  
F -FIELD  
NFIP -NATIONAL FLOOD  
INSURANCE PROGRAM  
N/A -NOT APPLICABLE  
AC -ACRES  
± -PLUS OR MINUS  
ORB -OFFICIAL RECORDS BOOK  
PG -PAGE  
SRD -STATE ROAD DEPARTMENT

LEGEND:

⊙ -FOUND PLAIN RAIL ROAD SPIKE  
⊙ -FOUND 1/2" CAPPED IRON ROD LB #4153  
○ -FOUND PLAIN 1/2" IRON ROD  
⊠ -FOUND 4"x4" "SRD" CONCRETE MONUMENT  
⊠ -FOUND BROKEN CONCRETE MONUMENT  
⊙ -SET 1/2" CAPPED IRON ROD LB# 8298

ADDRESS: NORTH HIGHWAY 29					
REQUESTED BY: GARY HOLT					
TYPE: BOUNDARY SURVEY					
SECTION 21, TOWNSHIP- 2 - NORTH, RANGE- 31 - WEST, ESCAMBIA COUNTY, FLORIDA					
SCALE: 1" = 30'	FIELD BOOK	PAGE	CREW	FIELD DATE	DRAWN BY:
DATE: 05/17/20	697	41	CC/SG	05/12/20	JCS
	697	41	CC/SG	05/14/20	JCS
NO.:	DATE:	REVISIONS:	APPROVED BY:		
MICHAEL WATTS AUSTIN, PSM #5458 CORPORATE NO. LB 0008298 STATE OF FLORIDA					
DRAWING NUMBER 20-19137					





## DEVELOPMENT SERVICES ADMINISTRATIVE APPEAL WORKSHEET

**Board of Adjustment**

**6. D.**

**Meeting Date:** 06/17/2020

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### **I. SUBMISSION DATA:**

**APPLICANT:** William J. Dunaway, Agent for Seafarer Condominium Association

**DATE OF ADMINISTRATIVE DECISION:** Feb. 5, 2020

**DATE OF APPEAL APPLICATION:** Feb. 20, 2020

**PROJECT ADDRESS:** 16477 Perdido Key Drive

**PROPERTY REFERENCE NO.:** 06-4S-32-1000-000-030

**ZONING DISTRICT:** HDR-PK

**FUTURE LAND USE:** MU-PK

### **III. REQUESTED APPEAL::**

The Applicant is appealing the issuance of Development Order 2001116PSP for Escambia County's Perdido Key Beach Access #4 Improvements.

### **III. RELEVANT APPEAL AUTHORITY:**

**Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended),  
Section: 2.04.00 & 2.04.01**

Sections 2.04.00, Appeal of Administrative Decisions and 2.04.01, Procedures for the Appeal of Administrative Decisions of the Escambia County Land Development Code (Ordinance No. 96-3 as amended), provide the relevant authority for the BOA's review of administrative decisions.

A. The BOA is authorized to hear and to rule upon any appeal made by those persons aggrieved by administration of this Code. An administrative decision, or staff interpretation, shall not be reversed, altered, or modified by the BOA unless it finds that:

1. A written application for the appeal was submitted within 15 days of the administrative decision or action indicating the section of this Code under which said appeal applies together with a statement of the grounds on which the appeal is based; and

2. That the person filing said appeal has established that the decision or action of the administrative official was arbitrary and capricious; or



3. An aggrieved party who files an appeal of a decision of the DRC approving or approving with conditions a development plan application, must show, by competent substantial evidence that:

(i) The decision of the DRC is not in compliance with the Comprehensive Plan or the Land Development Code;

(ii) Their property will suffer an adverse impact as a result of the development approval decision;

(iii) The adverse impact must be to a specific interest protected or furthered by the Comprehensive Plan or the Land Development Code; and

(iv) It must be greater in degree than any adverse impact shared by the community at large.

4. In the event the owner, developer, or applicant is aggrieved or adversely affected by a denial of a development plan application or the imposition of conditions, the owner, developer or applicant filing the appeal must show, by competent substantial evidence, that the denial of the development plan or the imposition of conditions is neither required nor supported by the Comprehensive Plan or the Land Development Code or the application of technical design standards and specifications adopted by reference in the Code, or Concurrency Management Procedures and is, therefore, arbitrary and capricious.

#### **IV. BACKGROUND INFORMATION**

In October of 2018 the Escambia County Board of County Commissioners directed staff to develop public access on this 4.67± acre site.

At their Nov. 14, 2018 meeting, the Board of Adjustment (BOA) approved a Conditional Use request by the County (CU-2018-18) to construct a public beach access point at the site as required by the HDR-PK zoning designation.

That Conditional Use approval has been appealed and is currently before the Circuit Court.

On Feb. 5, 2020 the Development Review Committee (DRC) approved Development Order (DO) 2001116PSP for Escambia County's Perdido Key Beach Access #4 Improvements.

On Feb. 20, 2020 this appeal was filed, meeting the deadline requirement.

This case was originally scheduled to be heard before the BOA on March 18th, but due to COVID19, the March BOA meeting was canceled and it had to be rescheduled.

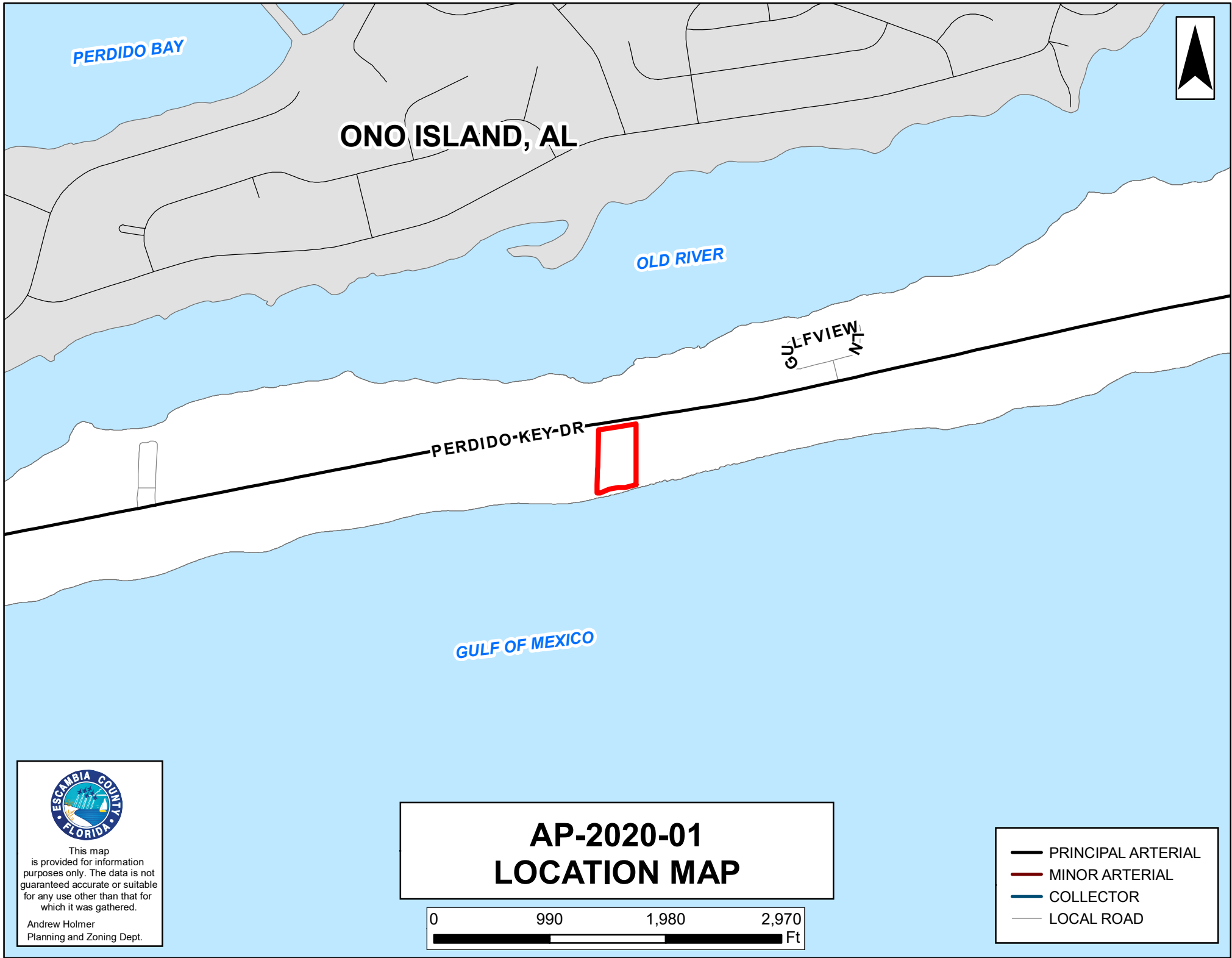
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#### **Attachments**

Working Case File



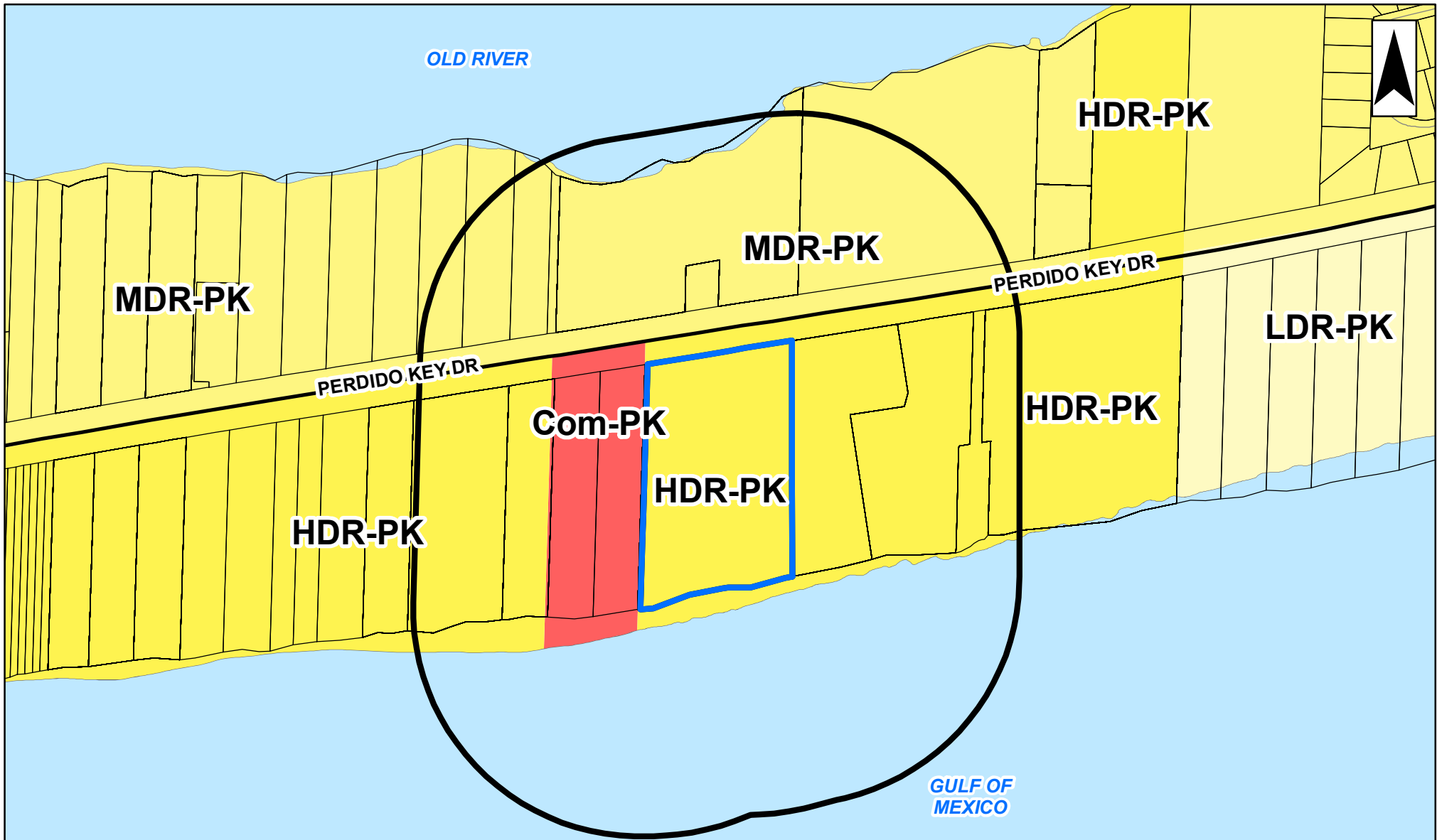
**AP-2020-01**

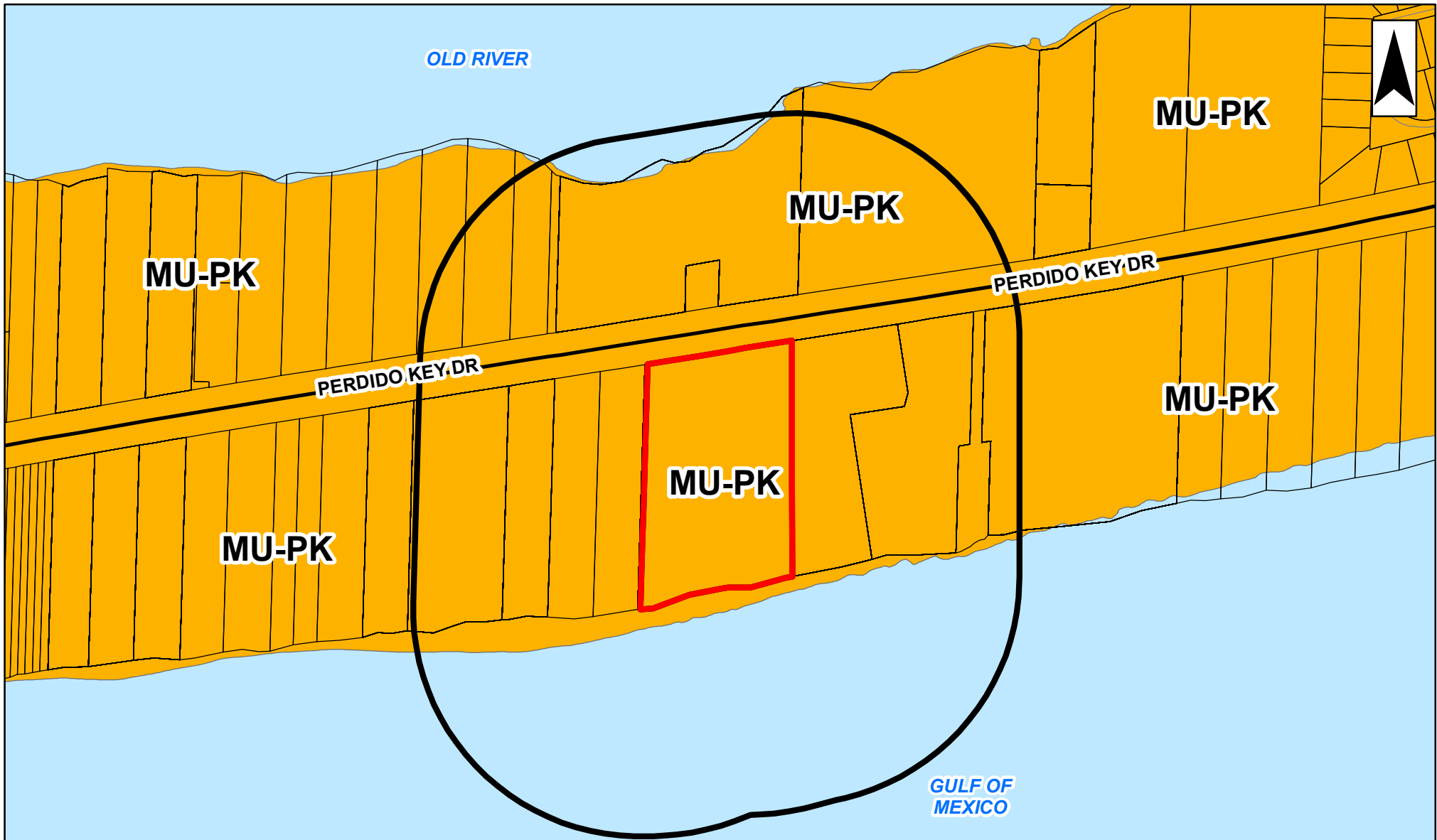



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.







  
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Andrew Holmer  
Planning and Zoning Dept.

**AP-2020-01**  
**FUTURE LAND USE**

0 300 600 900  
Ft

  
PARCELS  
PRINCIPAL ARTERIAL  
MINOR ARTERIAL  
COLLECTOR  
LOCAL ROAD



PERDIDO KEY DR



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

Andrew Holmer  
Planning and Zoning Dept.

## AP-2020-01 AERIAL MAP

0 100 200 300  
Ft

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



PERDIDO KEY DR



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

Andrew Holmer  
Planning and Zoning Dept.

## AP-2020-01 CRITICAL HABITAT

0 100 200 300  
Ft

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





William J. Dunaway  
Direct (850) 208-7020  
wdunaway@clarkpartington.com  
Licensed to Practice in Florida and Mississippi

February 20, 2020

**VIA HAND DELIVERY**

Chairman and Members  
Escambia County Board of Adjustment  
3363 W. Park Place, Room 104  
Pensacola, Florida 32505-5250

RE: Case No.: DRC #2001116PSP; 16477 Perdido Key Drive

Dear Chairman and Board Members:

I represent Seafarer Condominium Association, the adjacent landowner, who opposed the granting of the subject Development Review Committee (DRC) Final Determination and now appeals that determination per Land Development Code Section 2-6.10. The County, as applicant, has failed to comply with the grant requirements for this parcel and has failed to show compliance with the requirements of the Land Development Code for use of this parcel as a public recreation facility and habitat conservation site.

Specifically the applicant has failed to complete its required technical assistance with the U.S. Fish and Wildlife Service regarding this federal grant-funded parcel as well as failing to comply with LDC Section 3-4.4(c) conditional use for a park and public recreation facility. The project approved by the DRC consists of constructing a new parking lot for public recreational use as a beach access. The Conditional Use (#CU-2018-18) that purports to authorize such a use in the HDR-PK district remains unresolved at the Circuit Court and no final habitat management plan is in place for the management of the parcel as required by the grant. Furthermore, the request to construct a new parking facility for public beach access is a public recreation use that requires a conditional use separately from a park (Specifically, LDC Section 3-4.4(c)(3)(c)).

**Appeal per LDC Section 2-6.10**

The Board of Adjustment (BOA) evaluates appeals from the DRC through quasi-judicial public hearings. The decision being appealed is attached as **Exhibit A** which was rendered on February 5, 2020. This is a timely appeal since it is being submitted within 15 days after the decision being appealed. The required information for an appeal is as follows:

a. Decision being appealed is the Site Plan Development Order (#2001116PSP)



b. The applicant has failed to comply with LDC Section 3-4.4(c) and the requirements of the federal grant.

c. The DRC approved the proposed development knowing that the applicant (in this case – itself) had not complied with the provisions of the LDC or the grant requirements.

d. The Site Plan (Exhibit A) is the documentation showing that the conditions of the LDC and the grant have not been met. The stated conditional use approval and the Special Project Conditions document the non-compliance.

e. The remedy requested is for the BOA to find the DRC decision to have been in error and to deny the site plan.

f. Other information. Conditional uses are controlled by the Escambia County Land Development Code at Section 2-6.4. LDC Section 2-6.4(b)(4) states that “if more than one conditional use is proposed, the conditions shall be addressed for each use.” LDC Section 3-4.4 (HDR-PK) sets forth six separate conditional uses available through the conditional use approval process proscribed in Chapter 2. Two of those separate and distinct uses are “Parks, public” (LDC 3-4.4(c)(3)(b)) AND “Recreation facilities, public” (LDC 3-4.4(c)(3)(c)). There are specific criteria that the applicant must prove before a conditional use can be granted. The conditional use that the County sought (and which is under review by the Circuit Court) was for a public park. The County has not sought (and does not have approval for) a conditional use for a public recreation facility.

The project plans for the DRC approved site plan call for construction of 35 parking spaces plus 4 handicap parking spaces, a constructed beach access way as well as sanitary sewer from ECUA and an area for a future public restroom. These are public recreation facilities for which no conditional use approval exists. Furthermore, the County has a requirement to preserve this parcel as part of the U.S. Fish and Wildlife grant. This parcel was purchased with federal grant monies for federally protected habitat conservation. In making application for the conditional use request for a public park, the County failed to take into consideration the required habitat plan (because there was no plan) and in approving the existing site plan, the DRC was aware that the applicant (the County) has not implemented the required Management Plan.

The applicant (the County) stated in its conditional use application for a public park that because this parcel is proposed as a passive recreation site, the intensity of use and effects on surrounding properties will be limited. This ignores the very certain fact that building a new surface parking lot on critical PKBM habitat is not a passive use; it is instead a very active recreation use that will invite the public to bring their vehicles and increase the use of this habitat conservation parcel inconsistent with its purpose. No evidence beyond a simple assertion was presented at the DRC to demonstrate compliance.

In the County's application for a conditional use for a public park, in response to criterion (i) Use requirements, the County stated that "[a]dditional requirements regarding access on site and environmental issues may be imposed during the site plan review process."

That response is worth stating again. "Additional requirements regarding access on site **and environmental issues** may be imposed during the site plan review process." (emphasis added). You approved the conditional use for a public park perhaps believing that the County would be returning with what it promised. However, that is NOT the case. No additional use requirements for environmental issues were presented to the DRC despite the fact that this parcel was purchased as a critical habitat conservation area. Again I ask you to see the red flaps waiving and telling you to STOP and examine these facts. The County did not have the environmental factors in place when it requested a conditional use for a public park, but told you they would be in the site plan. Now we have a site plan that was approved without the promised environmental use requirements. These additional requirements are not waiting to possibly be imposed later, they are already imposed by the Master Plan, the federal grant, and the Habitat Conservation Plan. This applicant is well aware of the extent of these requirements. They simply have not complied.

### **Standard of Review**

This Board is well aware of the standard of review to be applied during a quasi-judicial hearing of a site plan appeal. The controlling court decision is *Irvine v. Duval County Planning Commission*, 495 So. 2d 167 (Fla. 1986), *approving and adopting* Judge Zehmer's dissent in *Irvine v. Duval County Planning Commission*, 466 So. 2d 352 (Fla. 1st DCA 1985). The Supreme Court decision is short. Here is what the court said:

On the facts and circumstances of the case, we agree with Judge Zehmer (dissenting) that once the petitioner met the initial burden of showing that his application met the statutory criteria for granting such exceptions, "the burden was upon the Planning Commission to demonstrate, by competent substantial evidence presented at the hearing and made a part of the record, that the [special] exception requested by petitioner did not meet such standards and was, in fact, adverse to the public interest." *Irvine*, 466 So. 2d at 364.

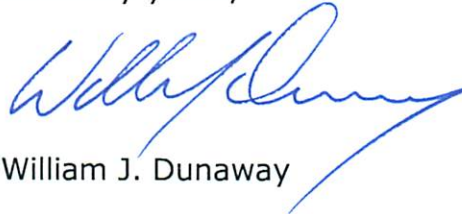
The terms "special exceptions" and "conditional uses" are interchangeable in Florida, with each jurisdiction determining which term to use. Escambia County uses the term conditional use. The decision of the DRC was arbitrary because it knows the LDC requirements were not met, but approved the site plan anyway.

### Conclusion

The burden does not shift to the party opposing the applicant if and until the applicant meets its burden to prove compliance. As discussed above, the County will be unable to prove compliance because the site plan is for a use that has no conditional use approval and the County has not complied with the federal grant used to purchase the property. This Board should find the DRC approval in error and deny the request for site plan approval.

With kind regards, I remain

Sincerely yours,



William J. Dunaway

WJD/bfs  
Encls





**SITE PLAN DEVELOPMENT ORDER**  
**with Concurrency Certification**

**Project:** Perdido Key Beach Access #4 Improvements

**Location:** 16477 Perdido Key Dr

**Development Review #:** 2001116PSP

**Property Reference #:** 06-4S-32-1000-000-030

**Future Land Use:** MU-PK

**Zoning District:** HDR-PK

**Flood Zone:** VE 16, AE 12

**CRA:** N/A

**PROJECT DESCRIPTION**

The project consists of constructing a new parking lot for beach access. Old existing impervious area will be removed, and new pervious concrete will be constructed for the parking lot, along with an ADA compliant beach access on an 4.67± acre parcel. Required landscaping, and buffering will be utilized. Access will be utilized from Perdido Key Drive.

The Board of Adjustments (BOA) approved Conditional Use # CU-2018-18 to allow a public park in HDR-PK zoning, on November 14, 2018.

Total Parking Spaces: 35

Handicap Parking Spaces: 4

Potable Water: ECUA

Sanitary Sewer/Septic: ECUA Sewer

Protected Trees to be removed: 0

Mitigation Trees: 0

**STANDARD PROJECT CONDITIONS**

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



grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
6. Site development plan approval is not a permit to construct any structure that is regulated by the Florida Building Code. If all the applicable regulations concerning the proposed project for a major or minor development are met, a Development Order shall be issued, with or without conditions, by the approving authority which shall be a continuing obligation to comply with the specifications of the plan and the terms and conditions of that approval {Section 2-1.4 (c) (1) of the current Land Development Code}

After the issuance of Development Order, it is unlawful to modify, amend, or otherwise deviate from an approval without first obtaining written authorization from approving authority. Unless specifically established in the LDC or provided through successful appeal, modification of an approval including its terms and conditions requires a new application for review. Approved uses or activities modified without authorization are subject to the penalties and increased fees specified by the Board of County Commissioners (BCC). No certificates of occupancy or similar acceptance of site conditions by the County shall be issued for any unauthorized land use or development activity. Modifications to approvals may be requested by the applicant as prescribed within the applicable provisions of the Land Development Code, but engineering designs shall only be accepted from the Engineer of Record and required approval by the county engineer. {See Section 2-1.4 (c) (5) of the current Land Development Code}.

7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

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### **Special Project Condition**

1. **The applicant understands that this case is still under review by the Escambia County Circuit Court. Therefore, the County is allowing this project to proceed at the applicant's own risk.**

- 2. This site was acquired, in part, with financial assistance from the U.S. Fish and Wildlife Service (Service), and Florida Fish and Wildlife Conservation Commission (FWC) through FWC contract #12485 to Escambia County. Through this contract, the Service and FWC agreed to provide technical assistance to Escambia County to prepare and implement a Management Plan for the site. No development activities shall be initiated until technical assistance has been received from the Service and FWC and the Management Plan finalized by Escambia County.**

**Development Review Committee (DRC) Final Determination**

Having completed development review of the **Perdido Key Beach Access #4 Improvements, 16477 Perdido Key Drive**, plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:



☒ Approve

The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐ Deny

The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

  
\_\_\_\_\_  
Director, Development Services Department

2-5-2020

\_\_\_\_\_  
Date