



# City of Pensacola

## Planning Board

### Agenda

---

Tuesday, January 10, 2023, 2:00 PM

Hagler-Mason Conference Room,  
2nd Floor

---

#### QUORUM / CALL TO ORDER

#### APPROVAL OF MEETING MINUTES

[23-00032](#) MINUTES FOR THE MEETING OF DECEMBER 13, 2022

**Attachments:** [DRAFT\\_Planning Board Minutes December 13 2022 \(003\).pdf](#)

#### REQUESTS

[23-00033](#) REQUEST FOR PRELIMINARY PLAT APPROVAL - GIRARD PLACE  
PHASE II

**Attachments:** [Girard Place Phase II Preliminary Plat Application](#)  
[Review Comments Girard Phase II Preliminary Plat](#)

[23-00034](#) REQUEST FOR ZONING MAP AND FUTURE LAND USE MAP (FLUM)  
AMENDMENT FOR 2401, 2409, 2421, 2431 CREIGHTON ROAD AND  
6880 TIPPIN AVENUE

**Attachments:** [Rezoning Application Creighton Rd Tippet Ave.PDF](#)  
[500 Ft Radius CURRENT ZONING MAP](#)  
[Jan 5 2023 Invitation to Neighborhood Meeting Rezoning](#)  
[Review Comments Creighton & Tippet Rezoning](#)  
[Clinton Taffe Comments](#)  
[Atkin Taffe Reply Comments](#)  
[Current Zoning Map](#)  
[Proposed Zoning Map](#)  
[Current FLU Map](#)  
[Proposed FLU Map](#)

#### OPEN FORUM

#### DISCUSSION

**ADJOURNMENT**

*If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.*

**ADA Statement**

*The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-435-1670 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.*

*If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

*The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.*



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 23-00032

Planning Board

1/10/2023

---

### **SUBJECT:**

Minutes for the Meeting of December 13, 2022



**MINUTES OF THE PLANNING BOARD**  
**December 13, 2022**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Villegas, Board Member Sampson, Board Member Van Hoose

**MEMBERS ABSENT:** Board Member Powell

**STAFF PRESENT:** Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, City Attorney Lindsay, Deputy City Administrator Forte, Help Desk Technician Russo, Executive Assistant Chwastyk

**STAFF VIRTUAL:** Development Services Director Morris

**OTHERS PRESENT:** Michael Carro, Clint Geci

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from November 8, 2022
- **New Business:**
  - Conditional Use Permit Application – 716 N. 9<sup>th</sup> Avenue, Unity Church – District 6
  - Preliminary Plat Main Street Crossing Townhomes – District 7
  - Open Forum
  - Discussion
  - Adjournment

**Call to Order / Quorum Present**

Chairperson Paul Ritz called the meeting to order at 2:01 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

**Approval of Meeting Minutes** - Vice Chairperson Larson made a motion to approve the November 8, 2022 minutes, seconded by Board Member Villegas, and it carried 6:0.



### **New Business –**

#### **Conditional Use Permit Application – 716 N. 9<sup>th</sup> Avenue – Unity Church- District 6**

Planning & Zoning Manager, Cannon introduced the item and stated that Jamie Sanders with Unity Church is requesting to change the existing use from a church to an events center. Michael Carro, SVN | Southland Commercial, represented the applicant. Chairperson Ritz stated that the structure is on the natural register of historic places. Chairperson Ritz asked what the parking requirements were. Planning & Zoning Manager Cannon answered the structure is in the Urban Core Community Redevelopment Area which makes it eligible for reduced parking requirements. The event center would be compared to a restaurant and restaurants are allowed a 100% parking reduction in the Urban Overlay District. Board Member Grundhoefer inquired about the adjacent zoning. Assistant Planning & Zoning Manager Harding replied that it was all relatively commercial zoning. Representative Michael Carro gave a background of the building and stated that the building will remain intact since it's in excellent condition. Board Member Villegas inquired where the overflow parking would be. Michael Carro stated there are twenty-eight (28) spaces behind the church, thirty (30) spaces in an adjacent vacant field, and twenty (20) on street spaces available. Michael Carro listed other event centers downtown such as 511 Palafox and The Wharf at 617 S Palafox Street that have zero parking. Board Member Grundhoefer wanted to know if the church would be running the event center, Michael Carro stated a new investment group would be running the event center. Board Member Grundhoefer inquired if they could later change the use to a restaurant. Planning & Zoning Manager, Cannon answered that would not be allowed by right and stated that a change of use from the event center to anything else would require a new conditional use application that would again proceed through both the Planning Board and City Council for consideration. Planning & Zoning Manager, Cannon read into the record the standards for approval found in Sec. 12-3-107 – Conditional Use, that the Planning Board must consider for approval:

- (d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the following standards have been met:
  - (1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map or regulation adopted by the city council.
  - (2) The proposed use will not adversely affect the public health, safety or welfare.
  - (3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.
  - (4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.
  - (5) The proposed use will not create undue traffic congestion.
  - (6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

Chairperson Ritz stated that he believed that based on their discussion today that the six criteria for approval had been met. Planning & Zoning Manager, Cannon stated this item would go before City Council on January 19<sup>th</sup>. **Board Member Villegas made a motion to approve, seconded by Board Member Sampson and it carried 6:0.**

**Request for Preliminary Plat Approval – Main Street Crossings Townhomes – 555 S. G Street – District 7**

Planning & Zoning Manager, Cannon introduced the item in which one parcel will be subdivided into thirty-two (32) lots to accommodate townhomes. Assistant Planning & Zoning Manager Harding confirmed this parcel is in the CRA Urban Design Overlay District. Chairperson Ritz mentioned that the parking is interior to the project so there are no driveways or parking lots along the main street. Chairperson Ritz stated the current warehouse has been there for a long time and due for an update. Assistant Planning & Zoning Manager Harding informed the Board that it has gone through the historic demolition review and did receive approval. Clint Geci the representative recapped their plans for the property. Board Member Grundhoefer inquired about the easement, Clint Geci stated the 20ft easement is not a requirement, but they wanted to give extra space for the utilities and improvements. Clint Geci stated they have a non-access easement to prevent people from parking on a small portion of the property. Chairperson Ritz stated this is a preliminary plat so it will come back before the board for final plat approval. **Board Member Grundhoefer made a motion to approve, seconded by Board Member Villegas and it carried 6:0.**

**Open Forum – none**

**Discussion – Proposed Amendment to The Land Development Code Sec. 12-3-60 (2) – Boathouses, Piers and Docks, All Residential Zones**

Planning & Zoning Manager, Cannon explained Christian Wagley's background and community involvement and added that Mr. Wagley is affiliated with Healthy Gulf, 350 Pensacola and also serves on the mayor's transition team. Planning & Zoning Manager, Cannon stated that discussions were ongoing regarding updating the city's Land Development Code. Cannon added that the public notification process for LDC amendments brought forward by members of the public may be reviewed at that time. Planning & Zoning Manager, Cannon then read the email from Christian Wagley seen below.

Dear Planning Board members:

I hope you all are well. I do want to send along some brief comments on the proposal to increase the allowed height for boathouses on city waterways. A few thoughts:

--any notion that higher boathouse heights will be an environmental improvement for light access to seagrass seems to be inaccurate.

--when I spoke with the reviewer at the FL Dept. of Environmental Protection who looks at docks and boathouses, she told me that they generally do not consider boathouse height but rather the height of docks above the water. They require new docks to be placed higher above the water surface to allow more light to reach the bottom (to support seagrass) and to reduce damages from storm surges;

--The main issue here appears to be one of aesthetics, as the city's waterways have an inherent natural beauty that must be protected. Taller boathouses will create a larger visual barrier that will block waterfront residents and visitors, as well as waterway users, from clearer and more scenic views of our waterways. Taller boathouses will add to, and not detract from, visual clutter along our waterways.

--It is important to note that there are no private property rights related to the issue of boathouse height, as the property in question is submerged lands owned in trust by the State of FL and managed in the public interest.

I oppose any increase in building heights for boathouses and believe that it is in the best interest of Pensacola residents and visitors to maintain the existing height limits in the city's land development code.

Thank you for considering my comments.

Christian Wagley  
801 East Larua St.  
(850) 687-9968

Board Member Sampson wanted to know if John Loftis had provided any pictures or videos, Planning & Zoning Manager, Cannon stated she had not received any. Board Member Sampson stated she had done some research and that the preservation of the grass beds that provide a home and feeding ground for sea creatures is a factor to be considered versus aesthetics. Board Member Grundhoefer spoke to Sean O'toole an Ecological Consultant with Biome Consulting Group, and he felt if boat docks are allowed to go from 15 feet to 25 feet it would prevent more sunlight to the grass beds. Board Member Villegas stated the height change would not create a safer environment and protect the elements we are concerned with protecting. Board Member Van Hoose inquired as to who exactly wants the change to boat house height and if Bayou Texar residents were polled. Chairperson Ritz stated this was brought before the board by Loftis Marine and that he would suggest no poll was taken. Board Member Villegas stated the premise for which John Loftis came before the board was to streamline the code with other jurisdictions. The board members had a discussion regarding the number of letters that were provided to support the request of John Loftis. Board Member Van Hoose inquired if this would be just for Bayou Texar. Planning & Zoning Manager, Cannon answered it would be City wide and cover all the water ways. Board Member Van Hoose stated she spoke to three Bayou Texar property owners that are against this request. Board Member Grundhoefer stated that he too had spoken with Texar property owners and that they were against the request as well. Grundhoefer still feels this should be done as a variance and a case-by-case basis and not city wide. The Board had a discussion with City Attorney

Lindsay as to what their options were going forward with this discussion item since they were likely to deny the request if it became an action item. City Attorney Lindsay stated that the board could vote to remove this discussion item from the agenda if there was consensus to deny it if in fact it were to become an action item. **Board Member Villegas made a motion to decline that this be brought back as a discussion point, seconded by Vice Chairperson Larson and it carried 6:0.**

**Discussion –**

Board Member Grundhoefer asked if there were any updates on items that previously went before the board and if they were approved by council. A discussion began about agenda items the board members voted on such as Grove Park Final Plat. Board Member Grundhoefer stated it would be great if they could receive feedback based on how the Council Members vote on items that are sent before them. Chairperson Ritz stated he appreciated that the council members read the Planning Board deliberations.

**Adjournment** – With no further business, the Board adjourned at 2:48 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP  
Planning & Zoning Manager  
Secretary of the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 23-00033

Planning Board

1/10/2023

---

**TO:** Planning Board Members

**FROM:** Cynthia Cannon, AICP, Planning & Zoning Division Manager

**DATE:** 1/10/2023

**CITY COUNCIL DISTRICT:** 7

**SUBJECT:**

Request for Preliminary Plat Approval - Girard Place Phase II

**BACKGROUND:**

Segan Ventures, LLC is requesting preliminary plat approval for the Girard Place Phase II subdivision located along South Reuss Street, near Garden Street. These properties are located within the C-2 zoning district of which three (3) parcels will be subdivided into twelve (12) lots to accommodate single-family attached residences.

Additionally, these fall within the Dense Business Area and the Governmental Center District. Proposed developments in the Governmental Center District shall be subject to an aesthetic review by the City's Architectural Review Board (ARB).

- Per Sec. 12-2-76: Subdivision of 5 lots or more constitutes a major subdivision
- Property area: 0.62 acres
- Setback requirements:
  - Front Yard - Shall not exceed 10 feet
  - Side and Rear - Zero Lot Line Setbacks

The preliminary plat has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

## SUBDIVISION PLAT

☒ **Preliminary Plat**

Fee: \$1,000.00 + \$25/lot

☐ **Final Plat**

Fee: \$1,500.00 + \$25/lot

1. Applicable Parks/Open Space Fees are due prior to recording the Final Plat;
2. Resubmittal: ½ the initial fee;
3. Rescheduling of Planning Board/City Council: \$250.00

Applicant Information	Owner Information (If Different from Applicant)
Name: <u>Seagon Ventures LLC</u>	Name: <u>Same</u>
Address: <u>780 Oak Circle Dr. East</u>	Address: _____
<u>Mobile, AL 36609</u>	_____
Phone: <u>850-858-0300</u>	Phone: _____
Email: <u>Contact@GirardPlace.net</u>	Email: _____

### Property Information

Location Address: N/A South Reuss Street

Subdivision Name: Girard Place, Phase II

Parcel ID #: 00-05-00-9070-023-055

# of EXISTING Parcels to be Subdivided: 3    # of PROPOSED Lots: 12    Total Acreage: .62±

Type of Subdivision: ☒ Residential    ☐ Non-Residential/Commercial

Legal Description: Attached a full legal description from deed or survey

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-7-7)? ☐ YES ☒ NO

If YES, Please specify the exact Variance requested: \_\_\_\_\_

*I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based upon non-compliance with the City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.*

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

For Office Use Only		
Zoning: _____	FLUM: _____	Council District: _____
Date Received: _____	Case Number: _____	
Application Fee: _____	Receipt #: _____	
Open Space Requirement (acres or \$): _____	Receipt #: _____	
Planning Board date: Prelim: _____ FINAL: _____	Recommendation: _____	
City Council date: _____	Council Action: _____	
Recording Date: _____	Map BK/PG: _____	

### Planning Services

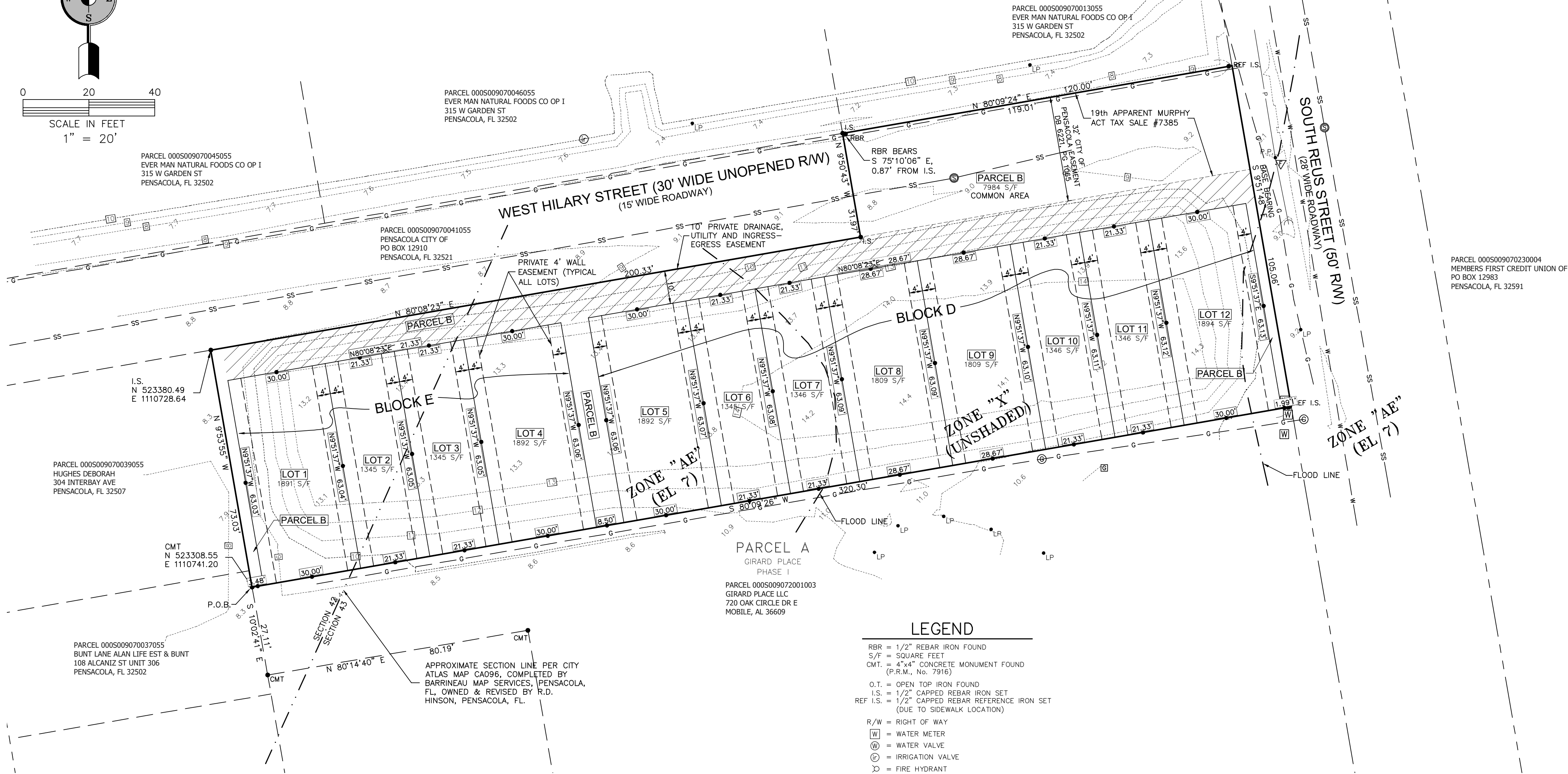
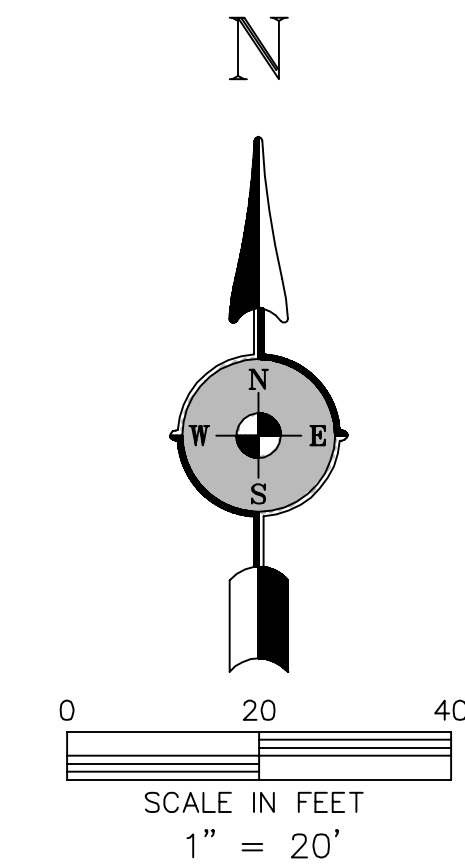
**222 W. Main Street, Pensacola, Florida 32502**  
**(850) 435-1670**

Email: [PlanningApplications@CityOfPensacola.com](mailto:PlanningApplications@CityOfPensacola.com)

Mail to: P.O. Box 12910 \* Pensacola, Florida 32521



GIRARD PLACE, PHASE II  
CITY OF PENSACOLA, FLORIDA  
SECTION 42 & 43, TOWNSHIP 2 SOUTH, RANGE 30 WEST



PARCEL 000500907013055  
EVER MAN NATURAL FOODS CO OP I  
315 W GARDEN ST  
PENSACOLA, FL 32502

PARCEL 0005009070046055  
EVER MAN NATURAL FOODS CO OP I  
315 W GARDEN ST  
PENSACOLA, FL 32502

PARCEL 0005009070045055  
EVER MAN NATURAL FOODS CO OP I  
315 W GARDEN ST  
PENSACOLA, FL 32502

PARCEL 0005009070041055  
PENSACOLA CITY OF  
PO BOX 12910  
PENSACOLA, FL 32521

PARCEL 0005009070039055  
HUGHES DEBORAH  
304 INTERBAY AVE  
PENSACOLA, FL 32507

PARCEL 0005009070037055  
BUNT LANE ALAN LIFE EST & BUNT  
108 ALCANIZ ST UNIT 306  
PENSACOLA, FL 32502

PARCEL A  
GIRARD PLACE  
PHASE I  
PARCEL 0005009072001003  
GIRARD PLACE LLC  
720 OAK CIRCLE DR E  
MOBILE, AL 36609

LEGEND

- RBR = 1/2" REBAR IRON FOUND  
S/F = SQUARE FEET  
CMT. = 4"x4" CONCRETE MONUMENT FOUND (P.R.M., No. 7916)  
O.T. = OPEN TOP IRON FOUND  
I.S. = 1/2" CAPPED REBAR IRON SET  
REF I.S. = 1/2" CAPPED REBAR REFERENCE IRON SET (DUE TO SIDEWALK LOCATION)
- R/W = RIGHT OF WAY  
W = WATER METER  
V = WATER VALVE  
I = IRRIGATION VALVE  
D = FIRE HYDRANT  
S = SANITARY SEWER MANHOLE  
F = FIBER OPTIC MARKER  
P.P. = POWERLINE POLE  
P = GUY WIRE  
L.P. = LIGHT POLE  
P- = OVERHEAD POWERLINE  
A/C = A/C UNIT  
U/S = UNDERGROUND POWERLINE  
G = GAS METER  
GV = GAS VALVE  
E = EXISTING SPOT ELEVATION  
C = EXISTING CONTOUR  
P.D. = PRIVATE DRAINAGE, UTILITY & INGRESS-EGRESS EASEMENT  
W- = WATER LINE  
G- = GAS LINE  
SS- = SEWER LINE

UTILITY SERVICE NOTES:

POTABLE WATER:  
AFTER RECEIVING ALL APPROVALS FROM ECUA  
AND THE CITY OF PENSACOLA, THE DEVELOPMENT  
WILL CONNECT TO ECUA'S EXISTING SYSTEM.

SANITARY SEWER:  
AFTER RECEIVING APPROVALS FROM ECUA AND  
THE CITY OF PENSACOLA, THE DEVELOPMENT WILL  
CONNECT TO ECUA'S EXISTING GRAVITY SYSTEM.

ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION:  
THESE SERVICES WILL BE INSTALLED AND  
MAINTAINED BY THE ASSOCIATED UTILITY COMPANY.

SITE INFORMATION

PROPERTY ZONING: C-2

FUTURE LAND USE: C

PROPERTY REFERENCE No.'S:  
00-05-00-9070-023-055  
00-05-00-9070-017-055  
00-05-00-9070-015-055

PROPERTY AREA: 0.625± ACRES

FLOOD MAP: FLOOD ZONE 'X', FLOOD ZONE "AE" WITH A BFE OF 7.0' MAP  
12033C0390G, DATE 09-29-06

REQUIRED SETBACK:

FRONT YARD: 0.0' MINIMUM-10' MAXIMUM  
REAR YARD: 0.0'  
SIDE YARD: 0.0'

DENSITY: 19.2 UNITS PER ACRE

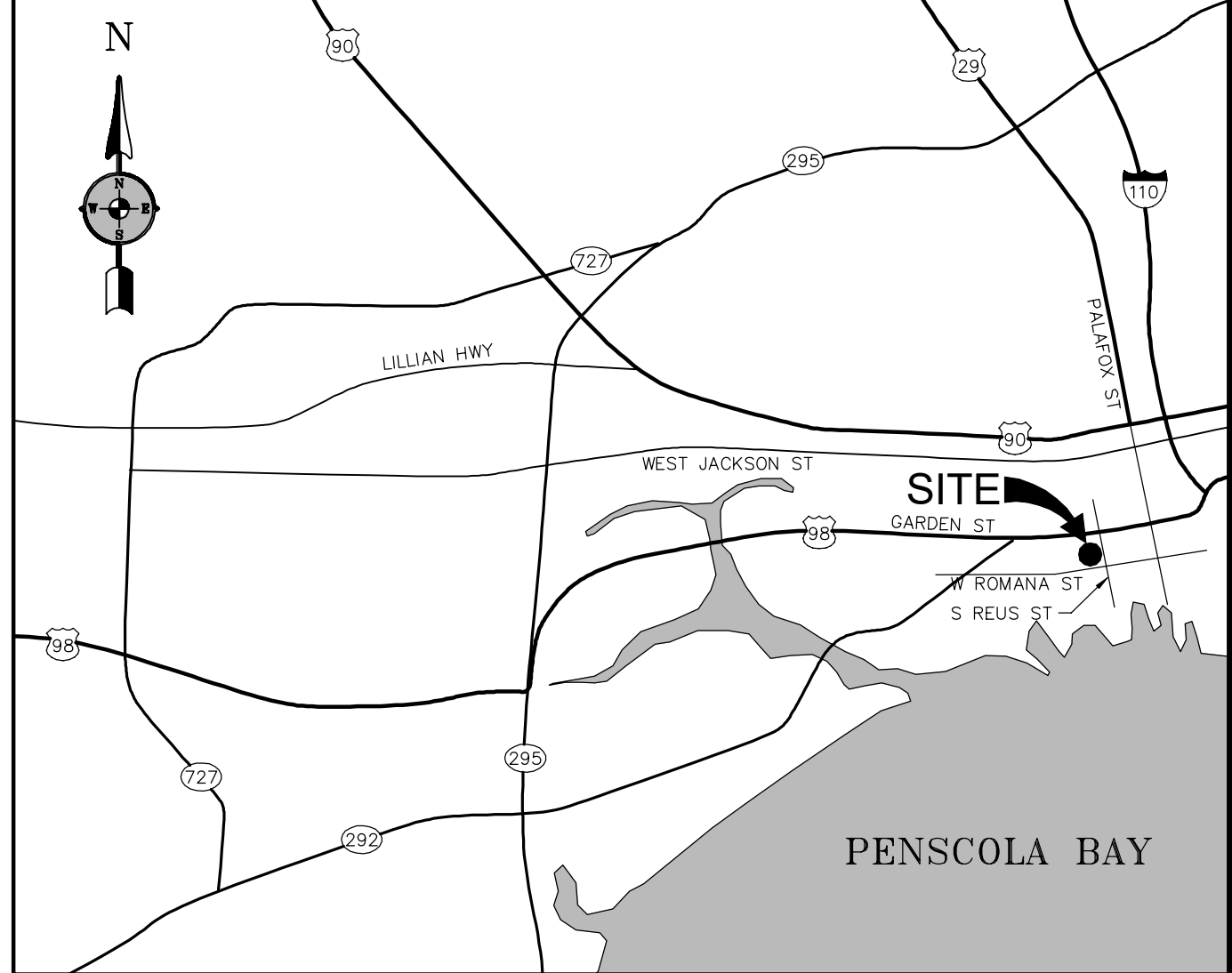
MAX. BUILDING HEIGHT: 100 FT.

No. OF PROPOSED LOTS: 12

TYPICAL LOT SIZE: 1345 S/F

THE PROPERTY IS LOCATED WITHIN THE GOVERNMENTAL CENTER DISTRICT AS  
WELL AS THE DENSE BUSINESS AREA

ALL DEVELOPMENT SHALL BE SUBJECT TO AN AESTHETIC REVIEW BY THE CITY'S  
ARCHITECTURAL REVIEW BOARD (ARB).



VICINITY MAP

DESCRIPTION:  
BEGINNING AT THE NORTHWEST CORNER OF PARCEL A, GIRARD PLACE, PHASE I AS RECORDED IN PLAT BOOK 19, PAGE 64, IN THE OFFICE OF  
THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA;  
THENCE RUN N 09° 53' 55" W, 73.03 FEET TO A POINT;  
THENCE RUN N 80° 08' 23" E, 200.33 FEET TO A POINT;  
THENCE RUN N 09° 50' 43" W, 31.97 FEET TO A POINT;  
THENCE RUN N 80° 09' 24" E, 120.00 FEET TO A POINT;  
THENCE RUN S 09° 51' 48" E, 105.06 FEET TO A POINT;  
THENCE RUN S 80° 09' 26" W, 320.30 FEET TO THE POINT OF BEGINNING,  
LYING IN AND BEING A PORTION OF SECTION 42 & 43, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING  
0.625 ACRES MORE OR LESS.

DEDICATION:  
KNOW ALL MEN BY THESE PRESENT THAT DEAN N. PARKER JR., MANAGING PARTNER, SEGEN VENTURES, LLC, OWNER OF THE LAND HEREIN  
DESCRIBED AND PLATTED HEREIN KNOWN AS GIRARD PLACE, PHASE II, HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE  
PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. DEDICATING UNTO GIRARD PLACE HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND  
ASSIGNS, PARCEL 'B', AND THE 10' WIDE PRIVATE DRAINAGE, UTILITY AND INGRESS-EGRESS EASEMENTS AS SHOWN HEREON FOR PURPOSES OF  
OPERATION AND MAINTENANCE. IN WITNESS WHEREOF, DEAN N. PARKER JR., MANAGING PARTNER, SEGEN VENTURES, LLC, QUALIFIED TO DO  
BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

WITNESSES

OWNER

SIGNATURE

MANAGING PARTNER

PRINT

SIGNATURE

PRINT

STATE OF FLORIDA, COUNTY OF ESCAMBIA:  
BEFORE THE SUBSCRIBER PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED  
HEREIN AND WHO EXECUTED THE FOREGOING AND INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND  
PURPOSES HEREIN SET FORTH, THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH. GIVEN UNDER MY HAND AND  
OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS  
OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2022 IN PLAT BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF COURTS  
ESCAMBIA COUNTY, FLORIDA

SEAL

CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY  
COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AND WAS APPROVED BY SAID  
COUNCIL

ERICKA L. BURNETT  
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND  
MAPPER FOR THE CITY OF PENSACOLA.

LESLEE D. ODOM, P.L.S. FLA. LICENSE NO: LS6520

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID  
LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE  
SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF  
THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF  
PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 & 5J-17.052, FLORIDA ADMINISTRATION CODE, SIGNED ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2022

J. BRETT ORRELL, P.L.S. FLA. LICENSE NO: LS6913



MOBILE CO.  
5588 JACKSON RD, MOBILE, AL 36619  
P: (251) 666-2010 F: (251) 666-1792  
BALDWIN CO.  
28810 HWY 96, SUITE F, DAPHNE, AL 36526  
P: (251) 626-0095 F: (251) 626-7581

GIRARD PLACE, PHASE II

CITY OF PENSACOLA, FLORIDA

SUBDIVISION PLAT

DRAWN BY: JOE SURVEY DATE: 2022-01 SCALE: 1"=20'  
CHECKED BY: JBO DATE: 2023/01/04 DWG: 2112-203 SUBD.DWG

SHEET NO.

1 OF 1



**POLICY OF TITLE INSURANCE  
SCHEDULE A**  
Chicago Title Insurance Company

Liberis Law Firm, P.A.  
212 West Intendencia Street  
Pensacola, FL 32502

**Policy Number:** 7230609-210635482

**Order Number:** 6147692  
**Customer Reference:** 90-178-16  
**Amount of Insurance:** \$1,700,000.00  
**Premium:** \$5,480.00

**Address Reference:** 302 W. Romana Street  
Pensacola, FL 32502 Escambia County,  
Pensacola, FL Escambia County, FL  
**(for informational purposes only)**

**Date of Policy:** January 17, 2017 at 3:37 PM

1. Name of Insured:  
Segan Ventures, LLC, a Delaware limited liability company
2. The estate or interest in the Land that is insured by this policy is:  
Fee Simple
3. Title is vested in:  
Segan Ventures, LLC , a Delaware limited liability company
4. The land referred to in this policy is described in Exhibit "A" attached hereto and made part hereof.

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**



**EXHIBIT "A"****Parcel 1:**

The West 26 feet 8 inches of the East 53 feet 4 inches of the North 100 feet of Lot 32 in the South one half of Maxent Tract, Donelson and 19th Arpent Block 55, Sections 43/44, Township 2 South, Range 30 West, being the same premises which Joe A. Flowers, Clerk of Circuit Court of Escambia County, Florida, by Tax Deed sold to S & S Fund, Inc., on the Sixth day of November, A.D. 1972 and recorded in Official Records Book 651, Page 621 of Escambia County, Florida.

**Parcel 2:**

The East 26 feet 8 inches of the North 100 feet of Lot 32 in South 1/2 of Maxent Tract Block 55, Donelson and 19th Arpent, Sections 43/44, Township 2 South, Range 30 West, Escambia County, Florida.

**Parcel 3:**

The East half of the South 130 feet of Lot 32, in Block 55, Donelson Tract, which block lies partly in the Maxent Tract and partly in the Donelson Tract in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thomas C. Watson in 1906.

**Parcel 4:**

The West one-half of the South 130 feet of Lot 32, in Block 55 of the Donelson Tract, which block lies partly in the Maxent Tract and partly in the Donelson Tract, in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thomas C. Watson in 1906.

**Parcel 5:**

Lots 31, 25 and the South 1/2 of Lot 24, in South half of Maxent numbering Block 55, Donelson and 19th Arpent Tracts, Sections 43 and 44, Township 2 South of Range 30 West, in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thos. C. Watson in 1906. LESS and except any portion lying within the property owned by the State of Florida lying to the North.

**Parcel 6:**

The West 24 feet of the North 100 feet of Lot 33 in Block 55, Donelson Tract, Escambia County, Florida, according to Map of the City of Pensacola, copyrighted by Thos. C. Watson in 1906.

**Parcel 7:**

The East 31 feet of the North 100 feet of Lot 33, Block 55, Donelson Tract, according to the Map of Pensacola, copyrighted by Thomas C. Watson in 1906.

**Parcel 8:**

The East 25 feet of the West 49 feet of the North 100 feet of Lot 33 in Block 55 of the Donelson Tract in the City of Pensacola, according to the Map of said City copyrighted by Thomas C. Watson in 1906.

**Parcel 9:**

The West 26 feet 8 inches of the North 100 feet of Lot 32, Block 55 of the Donelson Tract, which Block lies partly in the Maxent Tract and partly in the Donelson Tract, in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thomas C. Watson in 1906.

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

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

1. Mortgage from Segan Ventures, LLC, a Delaware Limited Liability Co. to Century Bank dated January 11, 2017, recorded January 17, 2017, in Official Records Book 7653, Page 1217, in the amount of \$1,168,000.00, as recorded in the Public Records of Escambia County, Florida.
2. Second Balloon Mortgage from Segan Ventures, LLC, a Delaware limited liability company to 302 West Romana, LLC dated January 11, 2017, recorded January 17, 2017, in Official Records Book 7653, Page 1225, in the amount of \$200,000.00, as recorded in the Public Records of Escambia County, Florida.
3. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.
4. All terms and conditions of any existing unrecorded Leases and all rights thereunder of the Lessees and any person and/or entity claiming by, through, or under said Lessees.
5. Survey prepared by KJM Land Planning, Inc., dated February 15, 2016, Job Number 16-16639, reflects no encroachments.

NOTE: All recording references in this commitment/policy shall refer to the public records of Escambia County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, Telephone 1-800-669-7450.



**Policy No.: 1088-1-90-178-16-2017.7230609-210635482**

## **OWNER'S POLICY OF TITLE INSURANCE**

Issued by

### **CHICAGO TITLE INSURANCE COMPANY**

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

### **COVERED RISKS**

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown



in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

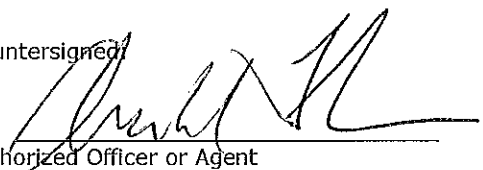
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

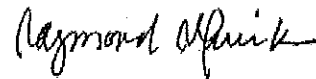
By:   
Authorized Officer or Agent

Liberis Law Firm, PA  
212 W Intendencia St  
Pensacola, FL 32502-5710  
Tel: 850-438-9647  
Fax: 850-433-5409



By:

CHICAGO TITLE INSURANCE COMPANY



President

Attest:



Secretary



## EXCLUSIONS FROM COVERAGE

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

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

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as 'Date of Policy' in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and

the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include



environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

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

## **2. CONTINUATION OF INSURANCE**

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

## **3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

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

## **4. PROOF OF LOSS**

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

## **5. DEFENSE AND PROSECUTION OF ACTIONS**

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

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take

any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were



authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

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

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final

determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

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

#### **11. LIABILITY NONCUMULATIVE**

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

#### **12. PAYMENT OF LOSS**

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

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

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

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

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

#### **14. ARBITRATION**

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



The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy

shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

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

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

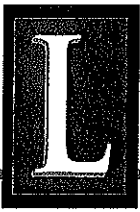
(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.







# LIBERISLAWFIRM

Benjamin L. Alexander  
Morgan B. Bottger\*  
Charles S. Liberis

\*Also admitted in GA

January 31, 2017

Segan Ventures, LLC  
Dean N. Parker, Jr.  
720 Oak Circle Dr. E  
Mobile, AL 36609

RE: Our File #: 90-178-16  
Property Address: 302 W. Romana St. Pensacola, Fla. 32502

Dear Segan Ventures, LLC:

With regards to your recent real estate transaction, you will find enclosed your finalized documents, which you are to retain.

We appreciate this opportunity to have been of service to you. If you should sell or mortgage this property, please contact our office for a re-issue rate. This re-issue rate will result in a savings of any subsequent title insurance policy premiums.

Sincerely,

Sarah R. Villaverde

Liberis Law Firm  
Enclosures

This Instrument Prepared:

Liberis Law Firm  
212 West Intendencia Street  
Pensacola, Florida 32501

as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2017003463 1/17/2017 3:37 PM  
OFF REC BK: 7653 PG: 1213 Doc Type: WD  
Recording \$18.50 Deed Stamps \$11,900.00

Property Appraisers Parcel I.D. (Folio) Number(s):  
000S00-9070-017-055

File No: 90-178-16

### WARRANTY DEED

This Warranty Deed Made the 11th day of January, 2017, by 302 West Romana, LLC, a Florida limited liability company, hereinafter called the grantor, whose post office address is 212 West Intendencia Street, Pensacola, Florida 32502

To: Segen Ventures, LLC, a Delaware limited liability company whose post office address is: 720 Oak Circle Drive East, Mobile, Alabama 36609 hereinafter called the grantee,

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

### See Attached Exhibit "A"

The property is not the homestead of the Grantor(s).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2017, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

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

Signed, sealed and delivered in our presence:

Witness Signature:

Kaylan Walder

Printed Name:

Witness Signature:

Printed Name:

302 West Romana, LLC, a Florida limited liability company

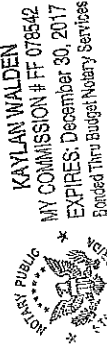
By: Charles S. Liberis, Manager

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

By: Stephen C. Simpson, Manager

The foregoing instrument was acknowledged before me this 1th day of January, 2017, by Charles S. Liberis, as Manager on behalf of 302 West Romana, LLC, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

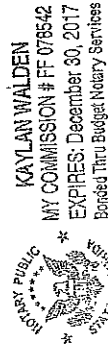


Printed Name:  
Notary Public  
Serial Number

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1th day of January, 2017, by Stephen C. Simpson, as Manager on behalf of 302 West Romana, LLC, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:



Printed Name:  
Notary Public  
Serial Number

Exhibit "A"

Parcel 1:

The West 26 feet 8 inches of the East 53 feet 4 inches of the North 100 feet of Lot 32 in the South one half of Maxent Tract, Donelson and 19th Arpent Block 55, Sections 43/44, Township 2 South, Range 30 West, being the same premises which Joe A. Flowers, Clerk of Circuit Court of Escambia County, Florida, by Tax Deed sold to S & S Fund, Inc., on the Sixth day of November, A.D. 1972 and recorded in Official Records Book 651, Page 621 of Escambia County, Florida.

Parcel 2:

The East 26 feet 8 inches of the North 100 feet of Lot 32 in South 1/2 of Maxent Tract Block 55, Donelson and 19th Arpent, Sections 43/44, Township 2 South, Range 30 West, Escambia County, Florida.

Parcel 3:

The East half of the South 130 feet of Lot 32, in Block 55, Donelson Tract, which block lies partly in the Maxent Tract and partly in the Donelson Tract in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thomas C. Watson in 1906.

Parcel 4:

The West one-half of the South 130 feet of Lot 32, in Block 55 of the Donelson Tract, which block lies partly in the Maxent Tract and partly in the Donelson Tract, in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thomas C. Watson in 1906.

Parcel 5:

Lots 31, 25 and the South 1/2 of Lot 24, in South half of Maxent numbering Block 55, Donelson and 19th Arpent Tracts, Sections 43 and 44, Township 2 South of Range 30 West, in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thos. C. Watson in 1906. LESS and except any portion lying within the property owned by the State of Florida lying to the North.

Parcel 6:

The West 24 feet of the North 100 feet of Lot 33 in Block 55, Donelson Tract, Escambia County, Florida, according to Map of the City of Pensacola, copyrighted by Thos. C. Watson in 1906.

Parcel 7:

The East 31 feet of the North 100 feet of Lot 33, Block 55, Donelson Tract, according to the Map of Pensacola, copyrighted by Thomas C. Watson in 1906.

Parcel 8:

The East 25 feet of the West 49 feet of the North 100 feet of Lot 33 in Block 55 of the Donelson Tract in the City of Pensacola, according to the Map of said City copyrighted by Thomas C. Watson in 1906.

Parcel 9:

The West 26 feet 8 inches of the North 100 feet of Lot 32, Block 55 of the Donelson Tract, which Block lies partly in the Maxent Tract and partly in the Donelson Tract, in the City of Pensacola, Escambia County, Florida, according to Map of said City copyrighted by Thomas C. Watson in 1906.

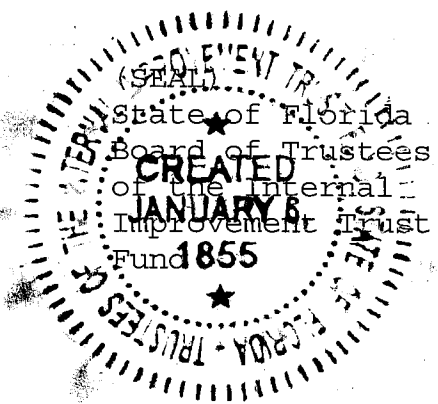
C E R T I F I C A T E

The undersigned hereby certifies that she is a legal custodian of the records, surveys, plats, maps, field notes, patents and all other evidence touching the title and description of the public domain formerly filed in the Office of the United States Surveyor General, the United States Land Office at Gainesville, the State Land Office and the Office of the State of Florida Board of Trustees of the Internal Improvement Trust Fund; and acting pursuant to the authority vested in her hereby certifies that the following attached documents are true and correct copies of the records on file in the office of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida: **being Board of Trustees of the Internal Improvement Trust Fund Quitclaim Deed No. 33103; dated March 28, 2018; granted to Segen Ventures, LLC, a Delaware limited liability company;**

IN WITNESS WHEREOF, I have hereunto set my hand, and have caused to be affixed hereto the Official Seal of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida at its office in the City of Tallahassee on this the 28 day of October A.D., 2022.



Karen McMillan  
Program Manager  
State of Florida  
Department of Environmental Protection



BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

QUITCLAIM DEED

Quitclaim Deed Number 33103

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is by Section 253.03, Florida Statutes, authorized and empowered to convey certain lands under the terms and conditions set forth herein; and,

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA did approve this transfer on the 9th day of January, 2018.

NOW, THEREFORE, the undersigned BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as "GRANTOR", under authority of Section 253.03, Florida Statutes, for and in consideration of the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) and other good and valuable consideration, to it in hand paid by SEGEN VENTURES, LLC, a Delaware limited liability company, whose address is 720 Oak Circle Drive East, Mobile, Alabama 36609, as "GRANTEE," has remised, released, conveyed and quitclaimed, and by these presents does remise, release, convey and quitclaim unto GRANTEE, its successors and assigns forever, all the right, title, interest, claim and demand which GRANTOR may have in and to the following described lands in Escambia County, Florida, to-wit:

SEE "EXHIBIT A"

SAVING AND RESERVING unto GRANTOR and its successors, pursuant to Section 270.11(1), Florida Statutes, an undivided three-fourths interest in, and title in and to an undivided three-

100% cleared  
date 04/06/18

fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the said land with the privilege to mine and develop the same.

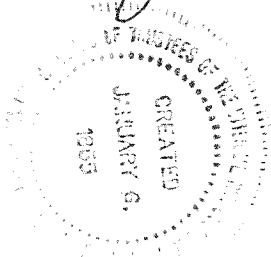
TO HAVE AND TO HOLD the above-described lands subject to all outstanding easements, reservations and other interests.

IN TESTIMONY WHEREOF, the members of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA have hereunto subscribed their names and have caused the official seal of said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA to be hereunto affixed in the City of Tallahassee, Florida, on this 28<sup>th</sup> day of March, A.D. 2018.

(SEAL)  
BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE  
OF FLORIDA

APPROVED AS TO FORM AND  
LEGALITY

By: [Signature]  
DEP Attorney



[Signature]  
RICK SCOTT  
GOVERNOR

[Signature]  
PAMELA JO BONDI  
ATTORNEY GENERAL

[Signature]  
JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

[Signature]  
ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

As and Constituting the BOARD  
OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

This instrument prepared by:  
Jeffery Gentry  
Department of Environmental Protection  
Bureau of Real Estate Services  
Division of State Lands  
3900 Commonwealth Blvd. MS 115  
Tallahassee, Florida 32399-3000

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY  
PARCEL #000S009070015055

The South 32 feet of the North 250 feet of the East 120 feet of  
Block 55, Donelson Tract,  
Section 43, Township 2 South, Range 30 West, Escambia County,  
Florida.

BSM  
BY SK  
Date: 8.25.2016



**AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance  
(With Florida Modifications)**

**ISSUED BY  
WESTCOR LAND TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.



By: Mary O'Donnell  
President  
Attest: Patricia H. Bower  
Secretary

Issued By

**22-0420KAL**

**Litvak Beasley Wilson & Ball, LLP**  
40 Palafox Place, Suite 300  
Pensacola, FL 32502

**WESTCOR LAND TITLE INSURANCE**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

**WESTCOR LAND TITLE INSURANCE COMPANY  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT  
(With Florida Modifications 8-1-16)**

**Transaction Identification Data for reference only:**

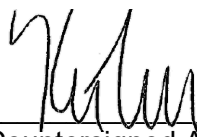
State: **Florida** County: **Escambia**

Property Address: **South Reus Street and Hillary Street, Pensacola, Florida 32502**

Plant File #: <b>22-078943</b>		Agent File #: <b>22-0420KAL</b>
-----------------------------------	--	------------------------------------

**Schedule A**

1. Effective Date: **November 1, 2022 @ 8:00 AM**
2. Policy or Policies to be issued:
  - a. Owner's Policy Amount
  - b. Loan Policy Amount
  - TBD** **\$2,500,000.00**
  - 2nd Proposed Insured Loan: Amount
3. The estate or interest in the land described or referred to in this Commitment is:  
**Fee Simple**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**Segen Ventures, LLC, a Delaware limited liability company**
5. The Land is described as follows:  
**See Attached Schedule A Continuation for Legal Description**

  
Countersigned Authorized Signatory

Issued By:  
**Litvak Beasley Wilson & Ball, LLP  
40 Palafox Place, Suite 300  
Pensacola, FL 32502**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT  
(With Florida Modifications 8-1-16)**

**Schedule A, Continuation Page**

**Beginning at the Northwest corner of Parcel A, Girard Place, Phase I as recorded in Plat Book 19, Page 64, in the Office of the Clerk of the Court, Escambia County, Florida; Thence run North 09 degrees 53 minutes 55 seconds West, 73.03 feet to a point; Thence run North 80 degrees 08 minutes 23 seconds East, 200.33 feet to a point; Thence run North 09 degrees 50 minutes 43 seconds West, 31.97 feet to a point; Thence run North 80 degrees 09 minutes 24 seconds East, 120.00 feet to a point; Thence run South 09 degrees 51 minutes 48 seconds East, 105.06 feet to a point; Thence run South 80 degrees 09 minutes 26 seconds West, 320.30 feet to the Point of Beginning. Lying in and being a portion of Section 42 & 43, Township 2 South, Range 30 West, Escambia County, Florida.**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**  
**(With Florida Modifications 8-1-16)**  
**Schedule B - Section 1**

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Mortgage from Segen Ventures, LLC, a Delaware limited liability company to The Proposed Insured Lender, encumbering the land in the amount shown on Schedule A hereof.
2. Pay the agreed amount for the estate or interest to be insured.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
6. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured and/or the Amount of Coverage to be afforded and has revised this commitment to reflect same. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured or inclusion of the Amount of Coverage.
9. Release or Satisfaction of Mortgage executed by Segen Ventires, LLC, a Delaware limited liability company in favor of Century Bank, given to secure the original principal sum of \$1168000.00, recorded 01/17/2017 and recorded in Official Records Book 7653, Page 1217, of the Public Records of Escambia County, Florida.
10. Recording of the Plat for Girard Place, Phase II.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**  
**(With Florida Modifications 8-1-16)**

11. As to Segen Ventures, LLC, a limited liability company, the Company will require: A) Proof that the limited liability company was duly registered with the Florida Department/Secretary of State, or other place of formation, as of the date of taking title to or other interest in the insured land. B) Present for review the articles of organization and regulations of said limited liability company. C) Recordation of an Affidavit by the person(s) executing the deed/mortgage required herein, to which is attached a true and correct copy of those portions of the articles of organization and regulations governing execution of instruments or, if none, governing management of the limited liability company. D) Execution of the deed/mortgage required herein by such person(s), if any, specifically authorized to execute such instrument by the articles of organization or regulations. If the articles of organization or regulations do not specifically provide who is to execute such instrument, the instrument must be executed by all managers, if management is delegated to one or more managers. If management is retained by its members, only one member is required to execute the instrument. If the limited liability company is dissolved, the deed must be executed by all surviving managers, or, if none, by all of the members as trustees of the dissolved limited liability company, or as otherwise required in the articles of organization or regulations. E) If the limited liability company is dissolved, a certified copy of the Certificate of Dissolution must be recorded, together with an Affidavit stating that the purpose of the conveyance is to wind up the business affairs of the limited liability company.

12. Payment of taxes for the year 2022 Tax I.D. # 000S009070017055; Assessed Value \$270874.00; Gross Amount \$4605.28; Exemptions: No

Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).

13. Payment of taxes for the year 2022 Tax I.D. # 000S009070023055; Assessed Value \$29430.00; Gross Amount \$500.36; Exemptions: No

Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).

14. Payment of taxes for the year 2022 Tax I.D. # 000S009070015055; Assessed Value \$1.00; Gross Amount \$0.00; Exemptions: Yes

Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following instrument(s) affecting said land is the last conveying instrument(s) filed for record within 24 months of the effective date of this Commitment:

1. Deed recorded 01/17/2017 in Official Records Book 7653, Page 1213, of the Public Records of Escambia County, Florida.
2. Deed recorded 11/03/2022 in Official Records Book 8884, Page 943, of the Public Records of Escambia County, Florida.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**  
**(With Florida Modifications 8-1-16)**  
**Schedule B - Section 2**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**
2. **Rights or claims of parties in possession not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoining land.**
4. **Easements or claims of easements not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the public records.**
6. **Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.**
7. **Restrictions, dedications, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book \_\_\_\_, at Page(s) \_\_\_\_, of the Public Records of Escambia County, Florida.**  
NOTE: The plat of Girard Place, Phase II, is to be recorded.
8. **Reservations to the Trustees of the Internal Improvement Fund of the State of Florida as contained in that certain instrument recorded in Official Records Book 8884, Page 943, of the Public Records of Escambia County, Florida. (Note: The right of entry has been released pursuant to Florida Statutes 270.11).**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT  
(With Florida Modifications 8-1-16)**

9. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.
10. Any matters that may occur between the effective date of this commitment and the recording date of the Quit Claim Deed on 11/03/2022 in Official Records Book 8884, Page 943, of the Public Records of Escambia, Florida.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Department:	Comments:
Planning	See attached.
FIRE	No comments.
PW/E/Surveyor	See attached.
Inspection Svcs	See attached.
ESP	No comments.
ECUA	This proposed development will need to submit to ECUA Engineering for review and permitting of water and/or sewer. Please see the ECUA Engineering Manual - Procedures 2 and 3 for information regarding submittal and review processes ( <a href="https://ecua.fl.gov/work-with-us/engineering-manuals-contacts">https://ecua.fl.gov/work-with-us/engineering-manuals-contacts</a> ). Water and sewer utility maps can be obtained by speaking with a representative in the ECUA Map Room at 850-969-3311.
FPL	No comments.
ATT	No comments.

***Planning Services Division***  
***Zoning Review***

SUBDIVISION: GIRARD PLACE PH 2 – PRELIMINARY PLAT

Address: 302 W ROMANA STREET  
Zoning: C-2 / GCD / DBA  
Reviewed: 08/25/2022

1. Please add the following to the "SITE INFORMATION":
  1. This property is located within the Governmental Center District as well as the Dense Business Area.
  2. All development shall be subject to an aesthetic review by the City's Architectural Review Board (ARB).
2. Revise the setback data to the following:

Required Setbacks: Front Yard = 0.0' MINIMUM – 10' MAXIMUM  
Rear Yard = 0.0'  
Side Yard = 0.0'
3. Please be advised the Open Space/Recreation fee is due with the recording of the Final Plat. This amount is derived from the value of the land per ESCPA.

**MEMORANDUM**

TO: City of Pensacola Planning Board  
FROM: Public Works Department  
DATE: December 30, 2022  
SUBJ: Girard Place Phase II Preliminary Plat

The following comments from the Public Works Department and Engineering Division are regarding completeness of the Girard Place Phase II Preliminary Plat.

The City Surveyor notes the following:

- 1) Show the basis of bearing per F.S. Chapter 177.091 (6).
- 2) The name of the plat does must match the name found in the dedication language exactly per F.S. Chapter 177.051 (1).
- 3) Show drainage plan per L.D.C. 12-7-3.
- 4) Show typical lot size per L.D.C. 12-7-8 (12).
- 5) Add the utility line types to the legend.
- 6) General note #1, reference to recorded document should read "...PAGE 400 OF THE PUBLIC..."

For questions, please contact Caitlin Cerame at [ccerame@cityofpensacola.com](mailto:ccerame@cityofpensacola.com) or 850-436-5689.

## Cynthia Cannon

---

**From:** Jonathan Bilby  
**Sent:** Wednesday, December 14, 2022 12:55 PM  
**To:** Cynthia Cannon  
**Subject:** RE: Preliminary Plat Application - Girard Place Phase II - South Reus Street

No objections. The site needs to be built out as the existing fill from phase 1 is still onsite and poses a risk for erosion and other issues. The flood zone is plotted correctly and the buildings will be subject to a minimum 10.0' elevation if constructed under the existing FIRM. Thanks!

Regards,  
Jonathan

Jonathan Bilby, MCP, CFM  
Building Official  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.436-5600  
Fax: 850.595.1464  
[jbilby@cityofpensacola.com](mailto:jbilby@cityofpensacola.com)



*Tell us how we are doing by completing this short [survey](#).*

# PENSACOLA

*Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.*

---

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, December 14, 2022 12:00 PM  
**To:** Adrian Stills <astills@cityofpensacola.com>; Amy Hargett <ahargett@cityofpensacola.com>; Amy Tootle <ATootle@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Caitlin Cerame <CCerame@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; David Forte <DForte@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; James Cook <JCook@cityofpensacola.com>; Jim Jernigan <jim.jernigan@fpl.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie

Odum <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephanie Chwastyk <Schwastyk@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

**Subject:** Preliminary Plat Application - Girard Place Phase II - South Reus Street

Good Morning All,

Please see the attached Girard Place Phase II Preliminary Plat subdivision application located along South Reus Street, near Garden Street (DISTRICT 7). This is scheduled for the January 10, 2023 Planning Board meeting.

If you could provide comments by December 30, 2022 it would be greatly appreciated.

Thank you,

**Cynthia Cannon, AICP**

*Planning & Zoning Division Manager*

222 W Main St.

Pensacola, FL 32502

Office: 850.435-1670

[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)

Visit us at <http://cityofpensacola.com>



*Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by*



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 23-00034

Planning Board

1/10/2023

**TO:** Planning Board Members

**FROM:** Cynthia Cannon, AICP, Planning & Zoning Division Manager

**DATE:** 1/10/2023

**CITY COUNCIL DISTRICT: 2**

**SUBJECT:**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 2401, 2409, 2421, 2431 Creighton Road and 6880 Tippin Avenue

### BACKGROUND:

Meredith Bush, AICP, Clark Partington Attorneys at Law, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the following properties:

Address	Owner	Current Zoning	Requested Zoning	Current FLU	Requested FLU
2401 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2409 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2421 Creighton Rd	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/ Residential	Commercial
2431 Creighton Rd	Irish Autumn Properties LLC	R-2	C-1	Office/ Residential	Commercial
6880 Tippin Avenue	Delta Properties Baton Rouge, Inc.	R-1AAA	C-1	LDR	Commercial

These parcels are currently zoned R-2 - Residential/Office District and R-1AAA - Low Density Residential District and the corresponding existing Future Land Use (FLU) designations are respectively, Office/Residential and Low Density Residential. The applicant is proposing to amend the zoning districts to C-1, Commercial Zoning District and the FLUM to Commercial.

Existing Zoning Districts and Future Land Use:

- R-2 - The residential/office land use district is established for the purpose of providing for a mixture of residential housing types and densities and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.
- R-1AAA - The low-density residential land use district is established for the purpose of providing and preserving areas of single-family, low intensity development at a maximum density of 4.8 dwelling units per acre in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas. The nature of the use of property is basically the same in all three single-family zoning districts.
- FLU - Office/Residential - 18 or fewer residential dwelling units per acre.
- FLU - Low Density Residential - 5 or fewer residential dwelling units per acre.

Proposed Zoning District and Future Land Use:

- C-1 - The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning.
- Commercial FLU - The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development.

This request has been routed through the various City departments and utility providers and those comments are attached for your review.



Meredith D. Bush, AICP  
Direct (850) 208-7088  
mbush@clarkpartington.com

Board Certified City, County and Local Government Attorney

December 9, 2022

**VIA EMAIL & HAND-DELIVERY**

[Planningapplications@cityofpensacola.com](mailto:Planningapplications@cityofpensacola.com)

City of Pensacola - Planning & Zoning  
222 W. Main Street  
Pensacola, FL 32502

**Re: Rezoning Application; CP Matter No. 221208**

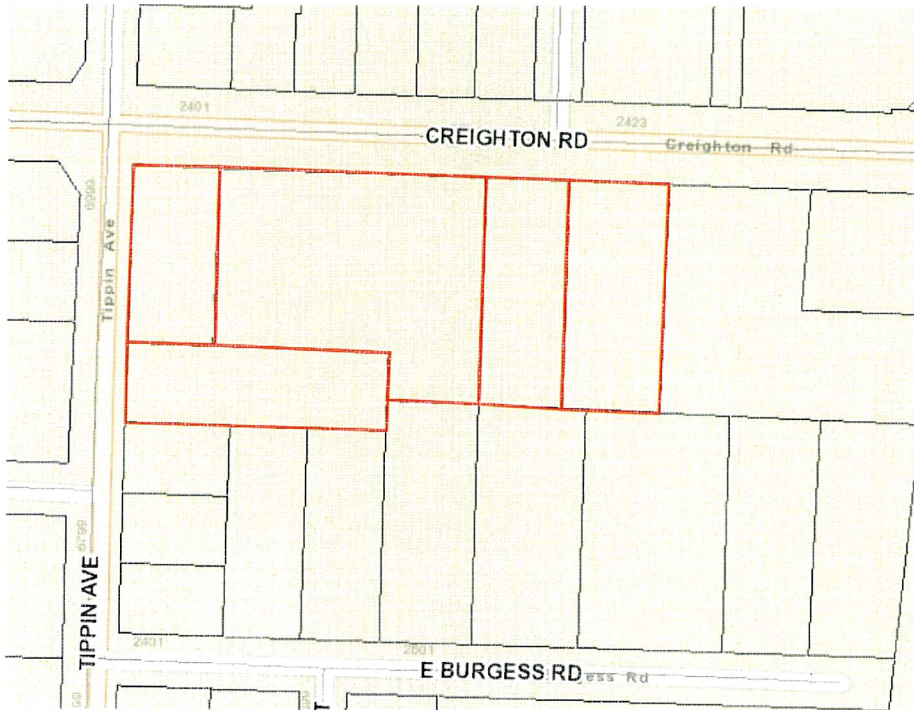
Dear City of Pensacola,

Please find enclosed our rezoning application and required attachments for the following properties:

Parcel ID	Address	Owner	Current Zoning	Requested Zoning	Current FLU	Requested FLU
10-1S-29-3101-010-004	2401 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-012-004	2409 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-022-004	2421 Creighton Road	Delta Properties Baton Rouge, Inc.	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-023-004	2431 Creighton Road	Irish Autumn Properties LLC	R-2	C-1	Office/Residential	Commercial
10-1S-29-3101-014-004	6880 Tippin Avenue	Delta Properties Baton Rouge, Inc.	R-1AAA	C-1	LDR	Commercial



The five contiguous parcels are located at the corner of Creighton Road and Tippin Avenue as shown in the map below and in the attachments included with this submission.



The purpose of the rezoning request is for future development as a grocery store.

The enclosed application and attachments along with the required application fee are being hand-delivered in hard-copy. This correspondence, the application and attachments are also being provided in electronic form by email. Should you have any questions, please feel free to call or write. My direct number is (850) 208-7088.

Thank you in advance for your consideration of this request.

Sincerely,

  
Meredith D. Bush

MDB/bfs

Enclosures

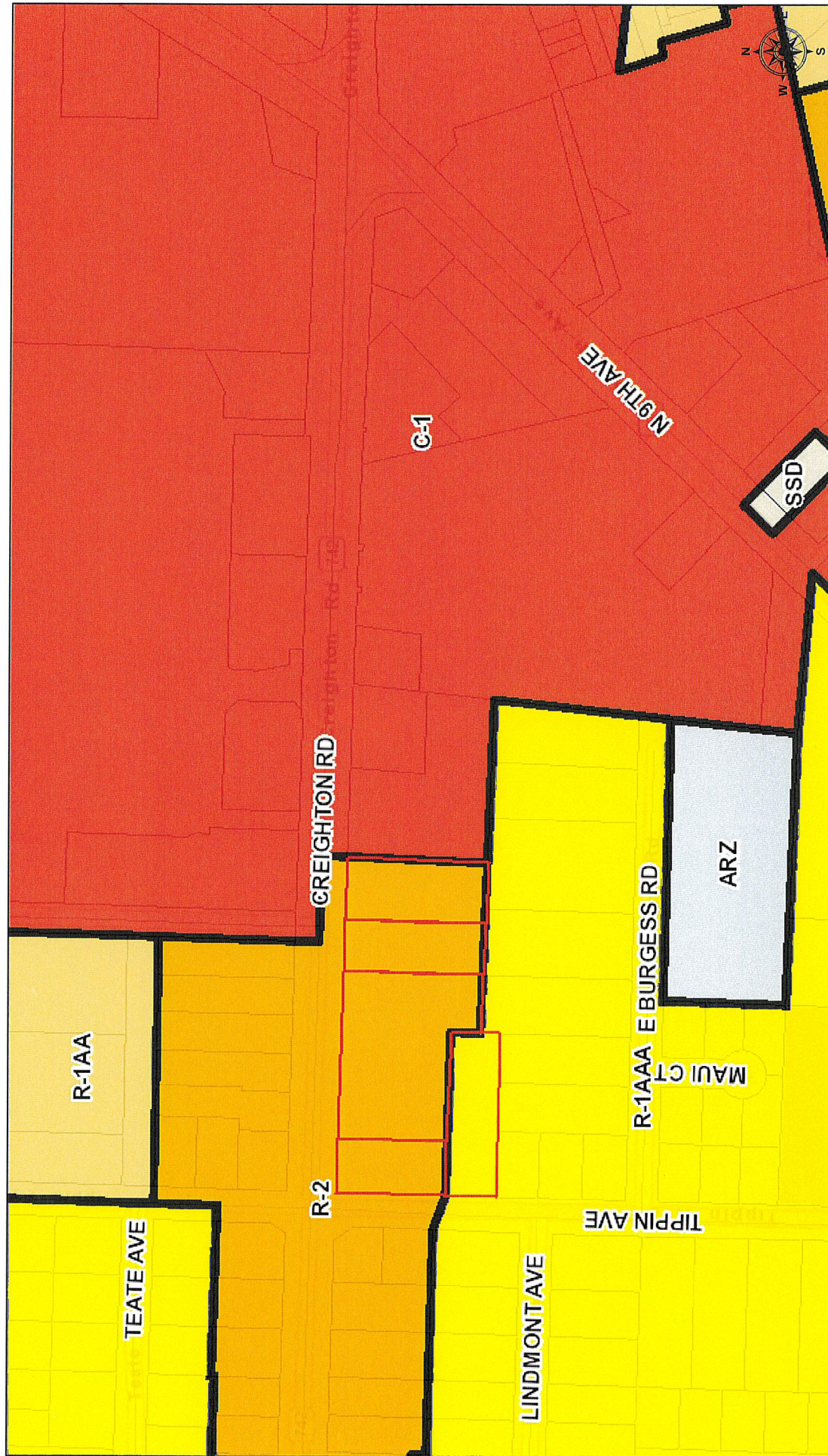
cc: Cynthia Cannon, AICP ([CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com))

Will Akin ([will@cgpre.com](mailto:will@cgpre.com))

A4821725.DOCX



# Location Map



December 9, 2022

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community





## REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

### Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

### Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: \_\_\_\_\_

Location/Address: 2401 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 010 - 004 Acres/Square Feet: 5596

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)  
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7<sup>th</sup> day of December, 2022

Meredith Bush  
Applicant Signature

Meredith Bush

Applicant Name (Print)

Billy L. Clark  
Owner Signature

Billy L. Clark

Owner Name (Print)

Sworn to and subscribed to before me this 7<sup>th</sup> day of December, 2022 Billy L. Clark only

Name: Dan Sam Sam Commission Expires: at death

### FOR OFFICE USE ONLY

Council District: \_\_\_\_\_ Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

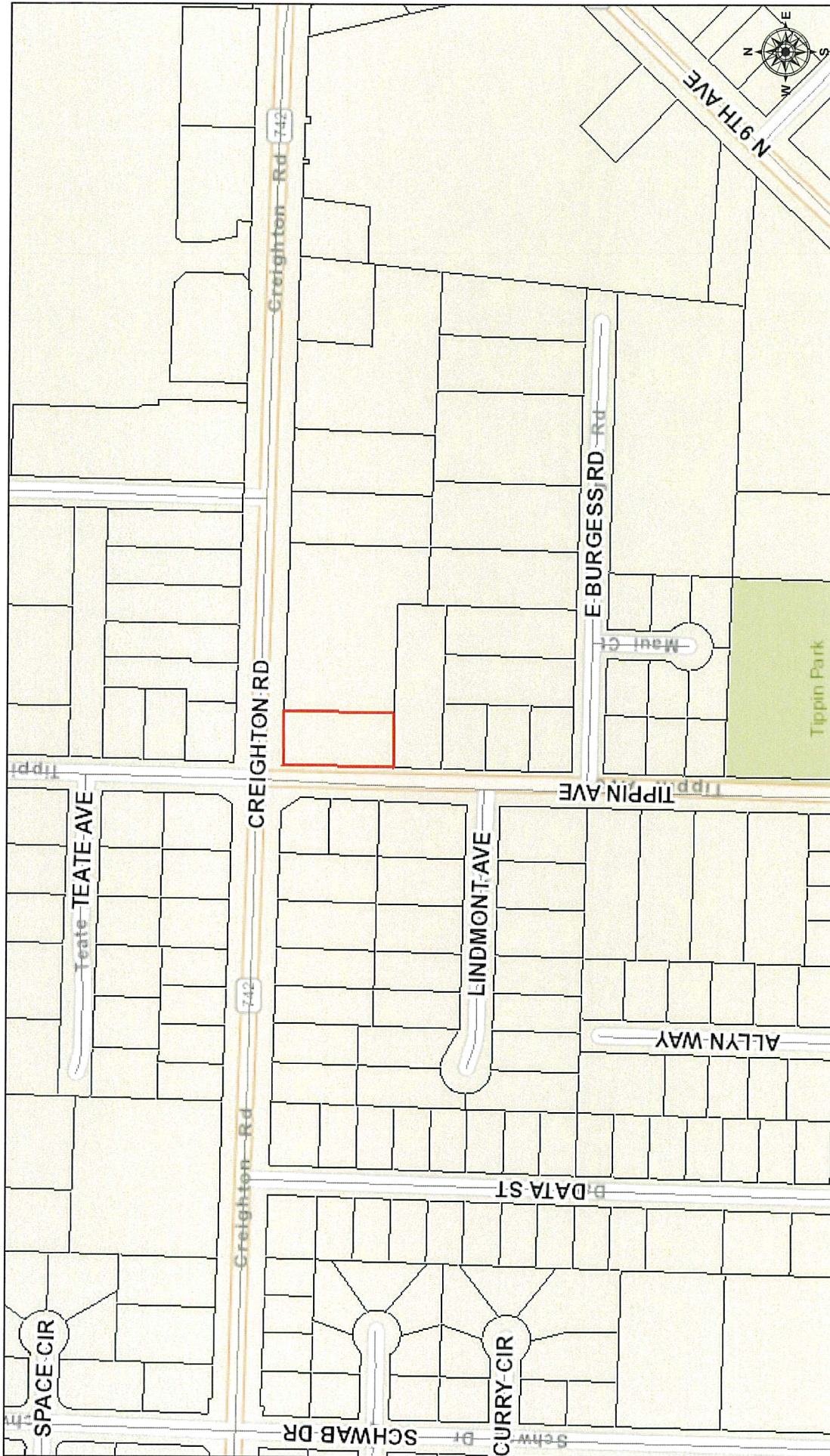
Date Postcards mailed: \_\_\_\_\_ Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Committee Date: \_\_\_\_\_ Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_

Second Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

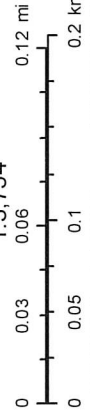


# Location Map - 2401 Creighton Road



December 8, 2022

1:3,754



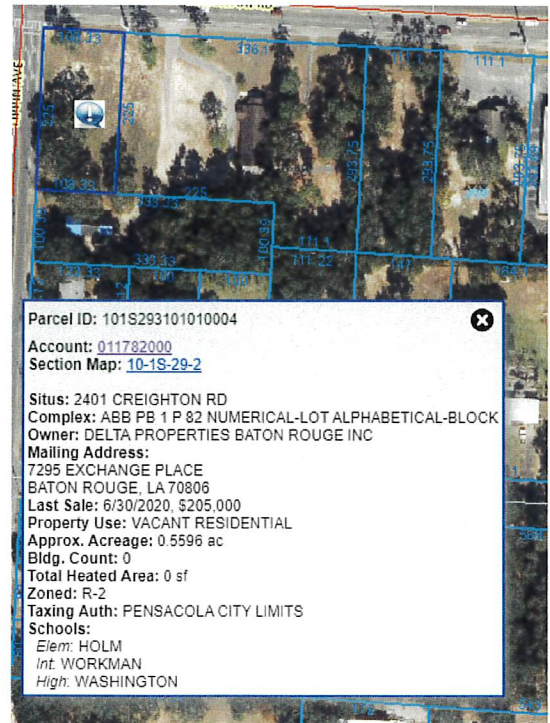
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Parcel ID: 101S293101010004  
Account: 011782000  
Owners: DELTA PROPERTIES BATON ROUGE INC  
Mail: 7295 EXCHANGE PLACE  
BATON ROUGE, LA 70806  
Situs: 2401 CREIGHTON RD 32504  
Use Code: VACANT RESIDENTIAL  
Taxing Authority: PENSACOLA CITY LIMITS

**Legal Description:**

The North 225 feet of the West 108.33 feet of Lot 1, Block D, Abb Subdivision, Section 10, Township 1 South, Range 29 West, as per plat recorded in Plat 1, at Page 82 of the Public Records of Escambia County, Florida.





## REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

### Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

### Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

### Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: \_\_\_\_\_

Location/Address: 2409 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 012 - 004 Acres/Square Feet: 1.90

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)  
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7<sup>th</sup> day of December, 2022

Applicant Signature

Meredith Bush

Applicant Name (Print)

Owner Signature

Billy L. Clark

Owner Name (Print)

Sworn to and subscribed to before me this 7<sup>th</sup> day of December, 2022 Billy L. Clark only

Name: Dorian Hunt

Commission Expires: at death

### FOR OFFICE USE ONLY

Council District: \_\_\_\_\_ Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

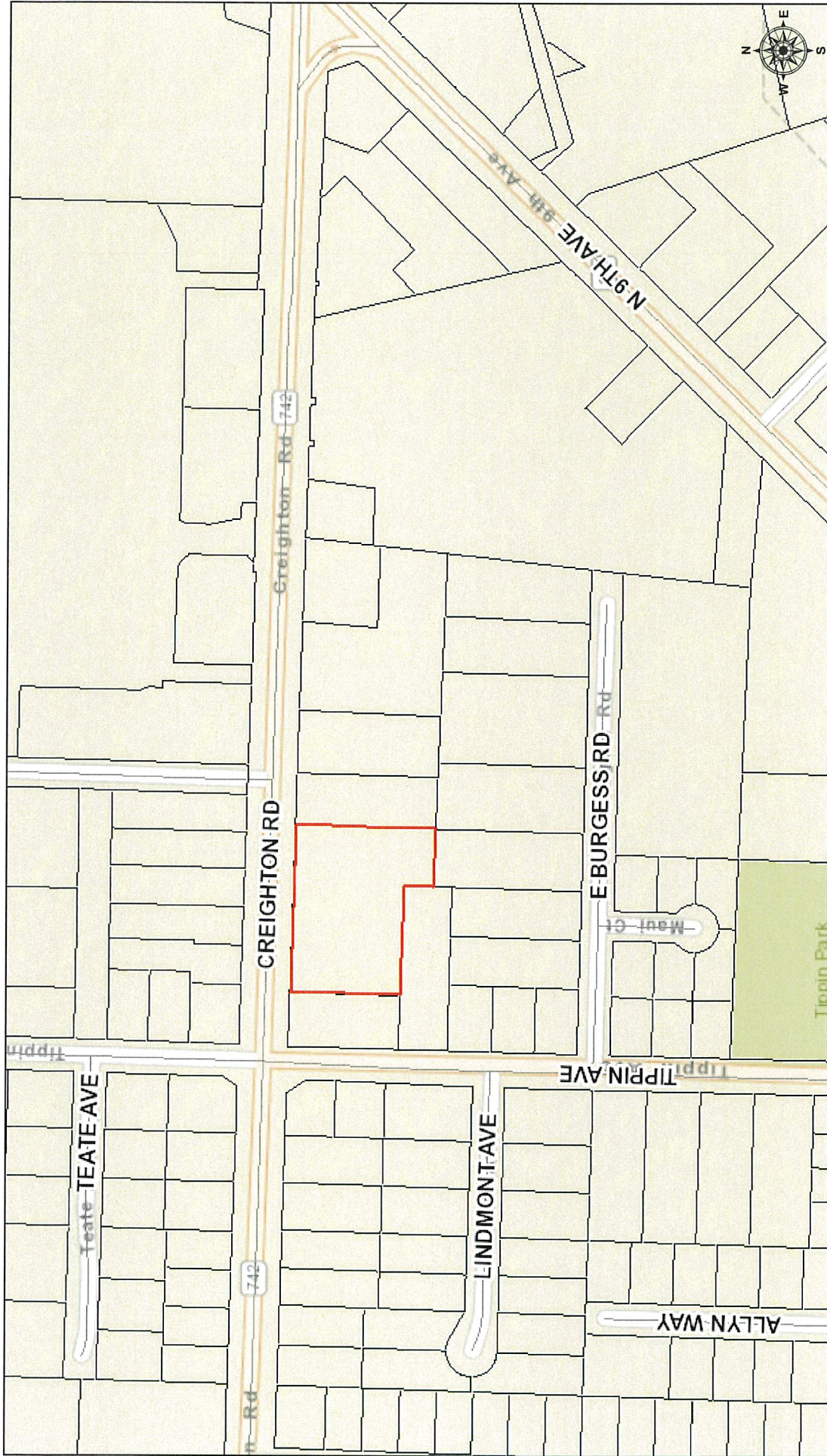
Date Postcards mailed: \_\_\_\_\_ Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Committee Date: \_\_\_\_\_ Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_

Second Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_



# Location Map - 2409 Creighton Road



December 8, 2022

1:3,754

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



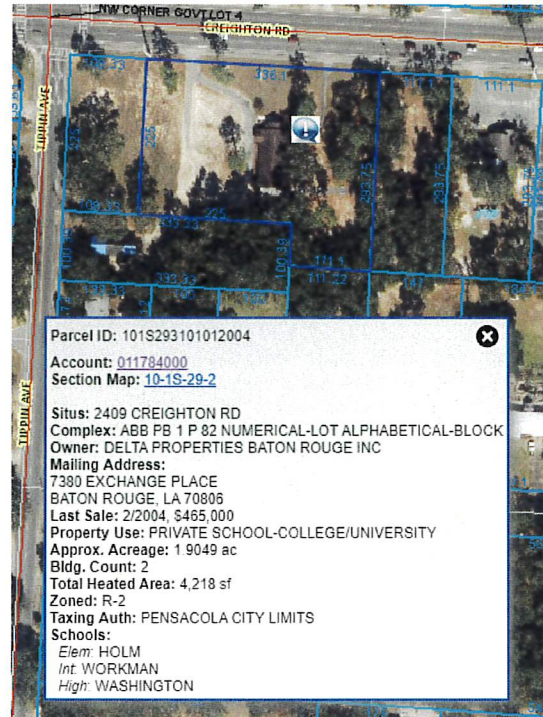
Parcel ID: 101S293101012004  
Account: 011784000  
Owners: DELTA PROPERTIES BATON ROUGE INC  
Mail: 7380 EXCHANGE PLACE  
BATON ROUGE, LA 70806  
Situs: 2409 CREIGHTON RD 32504  
Use Code:PRIVATE SCHOOL-COLLEGE/UNIVERSITY  
Taxing Authority: PENSACOLA CITY LIMITS

**Legal Description:**

The East 112.5 feet of the North 225 feet, of Lot 1, Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, Escambia County, Florida according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County.

The West 112.5 feet of the East 225 feet of the North 225 feet of Lot 1,Block "D", ABB Subdivision, in Section 10, Township 1 South, Range 29 West, in the City of Pensacola, Escambia County, Florida.

The West 111 feet 1 3/8 inches of North 293 feet 9 inches of Lot 2, Block "D", ABB Subdivision, Section 10, Township 1 South, Range 29 West, Escambia County, Florida, according to Plat recorded in Plat Book 1 at Page 82 of the public records of said County.





## REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

### Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00



### Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

### Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: \_\_\_\_\_

Location/Address: 2421 Creighton Road

Parcel ID: 10 - 1 S - 29 - 3101 - 022 - 004 Acres/Square Feet: 6875

Zoning Classification: Existing R-2 Proposed C-1

Future Land Use Classification: Existing Office Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)  
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7<sup>th</sup> day of December, 2022

Applicant Signature

Meredith Bush

Applicant Name (Print)

Owner Signature

Billy L. Clark

Owner Name (Print)

Sworn to and subscribed to before me this 7<sup>th</sup> day of December, 2022 Billy L. Clark only

Name: Bryan Hunt

Commission Expires: at death

### FOR OFFICE USE ONLY

Council District: \_\_\_\_\_ Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

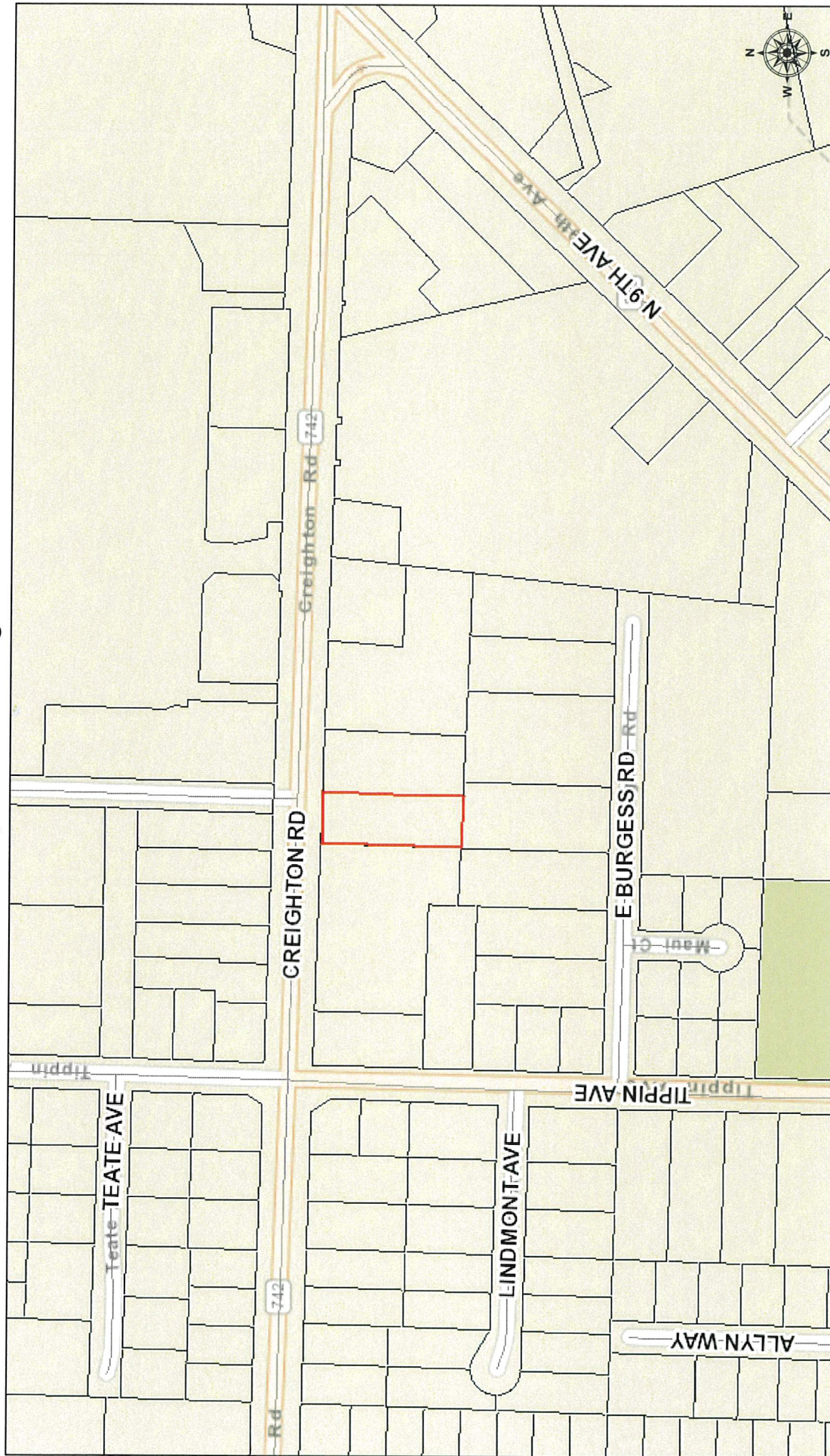
Date Postcards mailed: \_\_\_\_\_ Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Committee Date: \_\_\_\_\_ Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_

Second Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_



# Location Map - 2421 Creighton Road



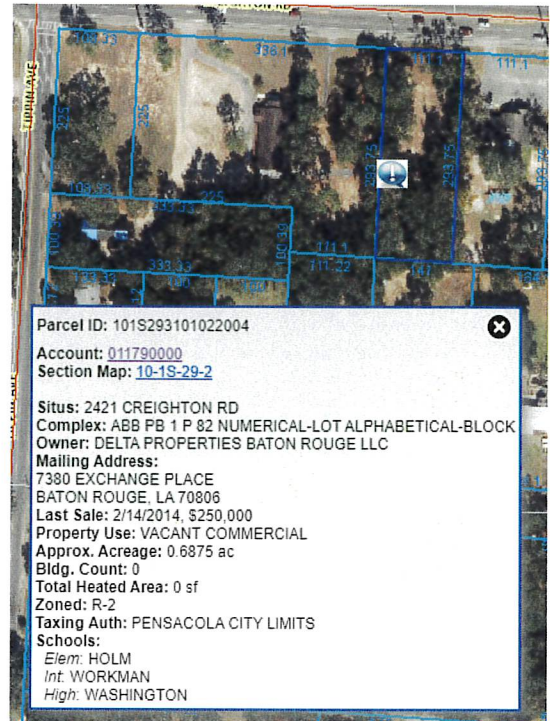
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Parcel ID: 101S293101022004  
Account: 011790000  
Owners: DELTA PROPERTIES BATON ROUGE LLC  
Mail: 7380 EXCHANGE PLACE  
BATON ROUGE, LA 70806  
Situs: 2421 CREIGHTON RD 32504  
Use Code: VACANT COMMERCIAL CodeList  
Taxing Authority: PENSACOLA CITY LIMITS

**Legal Description:**

The East 111 feet 1 & 3/8 inches of the West 222 feet 2 & 6/8 inches of the North 293 feet 9 inches of Lot 2, Block D, in Section 10, Township 1 South, Range 29 West, ABB Subdivision, according to the plat thereof, recorded in Plat Book 1, Page(s) 82, of the Public Records of Escambia County, Florida



## REZONING



Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

### Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington

Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088

Fax: (850) 432-7340

Email: mbush@clarkpartington.com

### Property Information:

Owner Name: Irish Autumn Properties, LLC

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

Location/Address: 2431 Creighton Road

Parcel ID: 10 - 1 S - 29 - 31 01 - 02 3 - 00 4 Acres/Square Feet: 8240

Zoning Classification: Existing R-2

Proposed C-1

Future Land Use Classification: Existing Office

Proposed Commercial

Reason Rezoning Requested: Development as commercial compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)  
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 8<sup>th</sup> day of December, 2022.

*Meredith Bush*

Applicant Signature

*Meredith Bush*

Applicant Name (Print)

*[Signature]*

Owner Signature

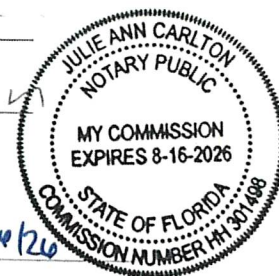
*Laura L. O'Brien*

Owner Name (Print)

Sworn to and subscribed to before me this 8<sup>th</sup> day of December, 2022

Name: *Julie Ann Carlton*

Commission Expires: *8/16/2026*



### FOR OFFICE USE ONLY

Council District: \_\_\_\_\_ Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

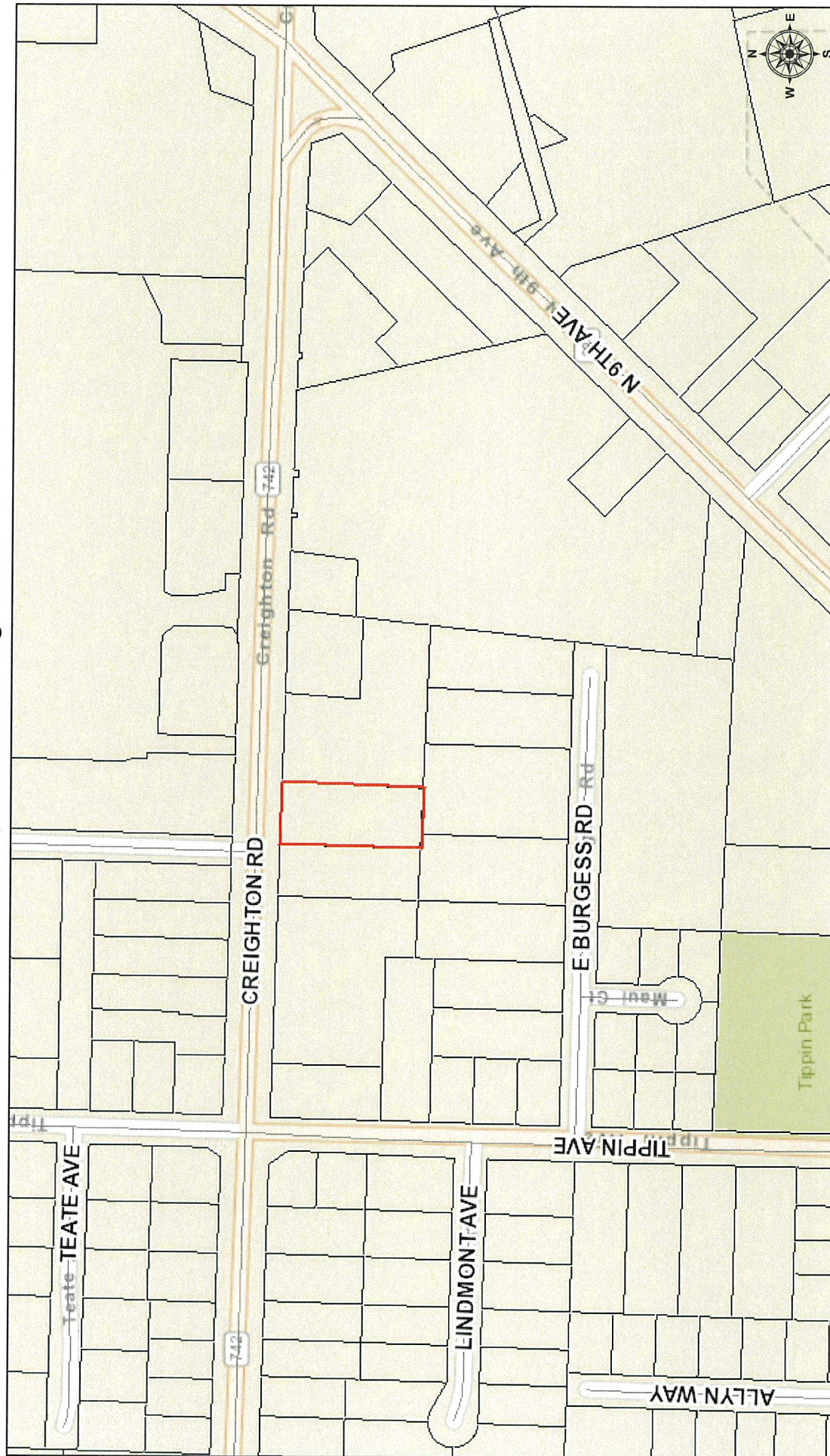
Date Postcards mailed: \_\_\_\_\_ Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Committee Date: \_\_\_\_\_ Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_

Second Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_



# Location Map - 2431 Creighton Road



December 8, 2022

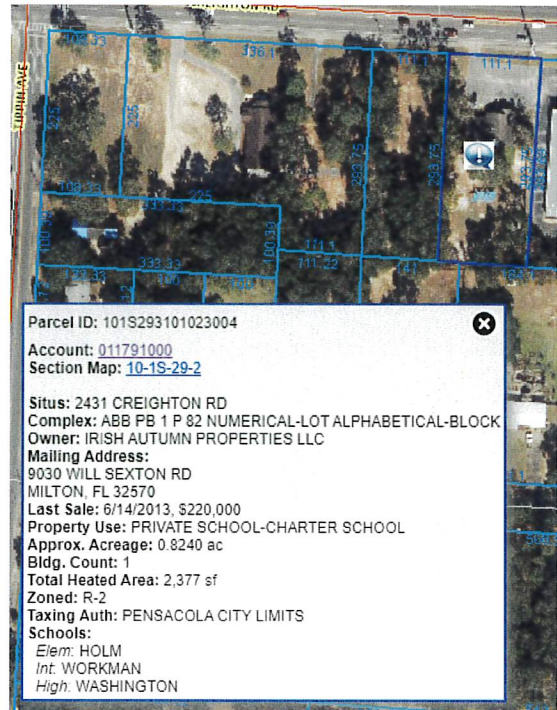
1:3,754  
0 0.03 0.06 0.12 mi  
0 0.05 0.1 0.2 km  
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Parcel ID: 101S293101023004  
Account: 011791000  
Owners: IRISH AUTUMN PROPERTIES LLC  
Mail: 9030 WILL SEXTON RD  
MILTON, FL 32570  
Situs: 2431 CREIGHTON RD 32504  
Use Code: PRIVATE SCHOOL-CHARTER SCHOOL  
Taxing Authority: PENSACOLA CITY LIMITS

**Legal Description:**

A portion of Lot 2, Block "D", ABB Subdivision as recorded in Plat Book 1, Page 82, of the Public Records of Escambia County, Florida, more particularly described as follows: The East 111 feet 1 and 3/8 inches of the North 293 feet 9 inches of Lot 2, in Block "D", in Section 10, Township 1 South, Range 29 West per ABB Subdivision, a plat of which is recorded in Plat Book 1, and Page 82, of the Public Records of Escambia County, Florida.





## REZONING

Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

### Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

### Applicant Information:

Name: Meredith Bush, AICP, Attorney - Clark Partington Date: 12/6/2022

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, Florida 32502

Phone: (850) 208-7088 Fax: (850) 432-7340 Email: mbush@clarkpartington.com

### Property Information:

Owner Name: Delta Properties Baton Rouge, Inc. Phone: \_\_\_\_\_

Location/Address: 6880 Tippin Avenue

Parcel ID: 10 - 1 S - 29 - 31 01 - 01 4 - 00 4 Acres/Square Feet: 7557

Zoning Classification: Existing R-1AAA Proposed C-1

Future Land Use Classification: Existing LDR Proposed Commercial

Reason Rezoning Requested: Development as a grocery store compatible with surrounding uses

Required Attachments: (A) Full legal description of property (from deed or survey)  
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 7<sup>th</sup> day of December, 20 22

Meredith Bush  
Applicant Signature

Billy L. Clark  
Owner Signature

Meredith Bush  
Applicant Name (Print)

Billy L. Clark  
Owner Name (Print)

Sworn to and subscribed to before me this 7<sup>th</sup> day of December, 20 22 Billy L. Clark only

Name: Daniam Land

Commission Expires: At death

### FOR OFFICE USE ONLY

Council District: \_\_\_\_\_ Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_

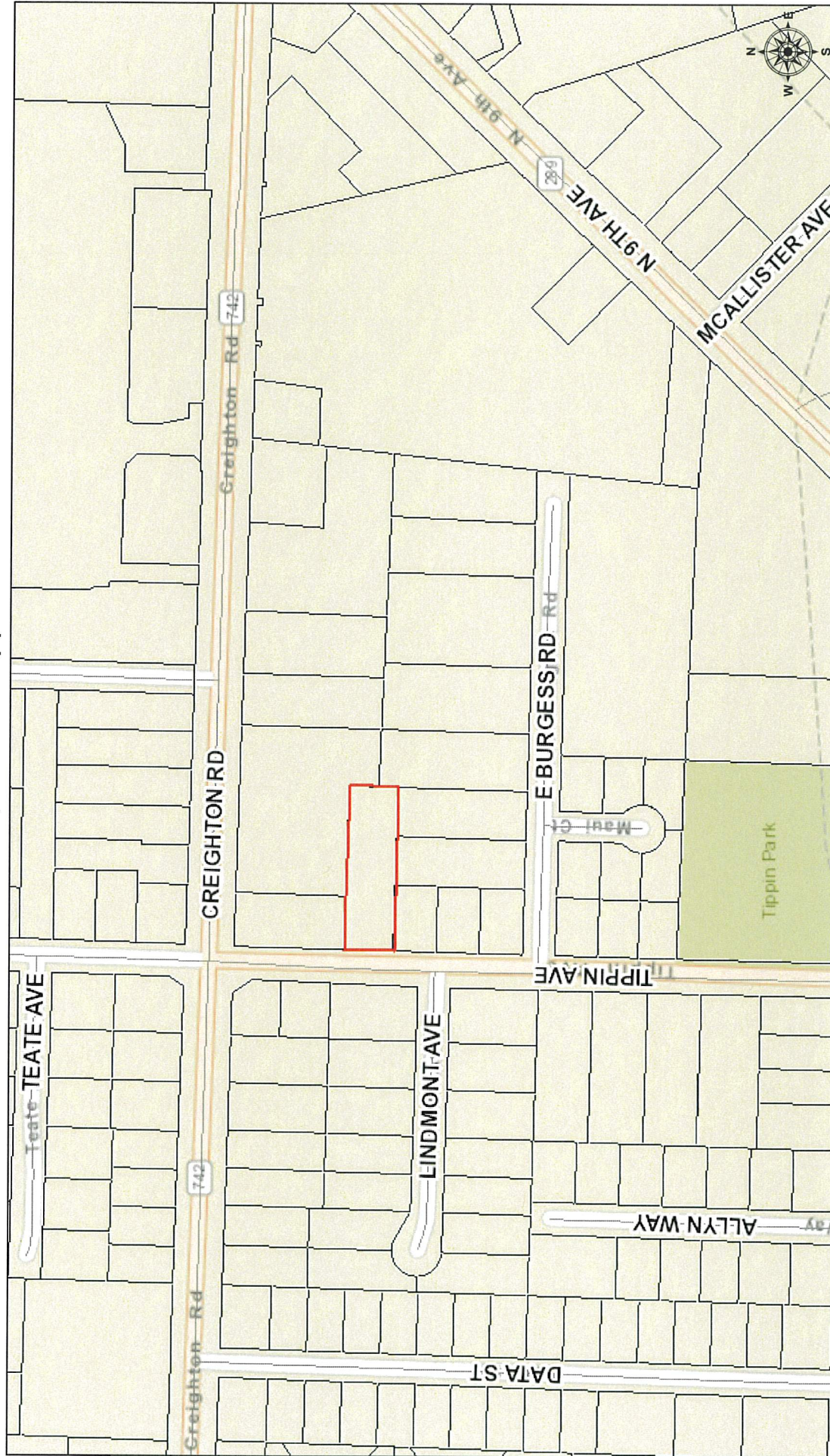
Date Postcards mailed: \_\_\_\_\_ Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Committee Date: \_\_\_\_\_ Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_

Second Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_



# Location Map - 6880 Tippin Avenue



December 8, 2022

1:3,754

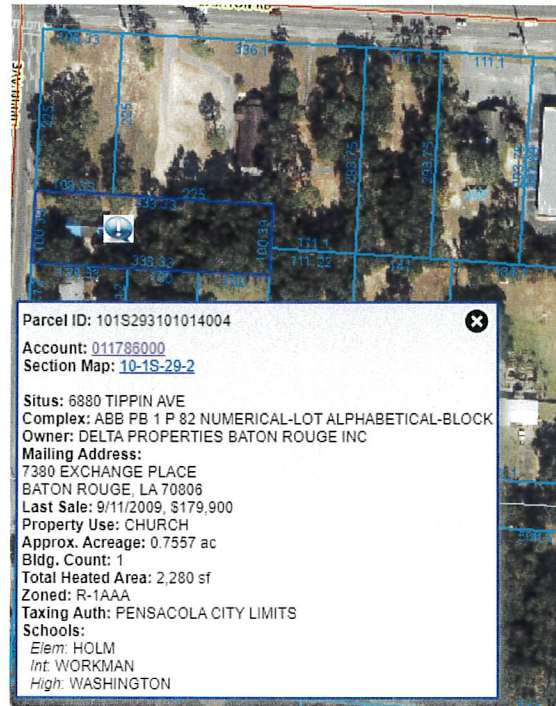
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

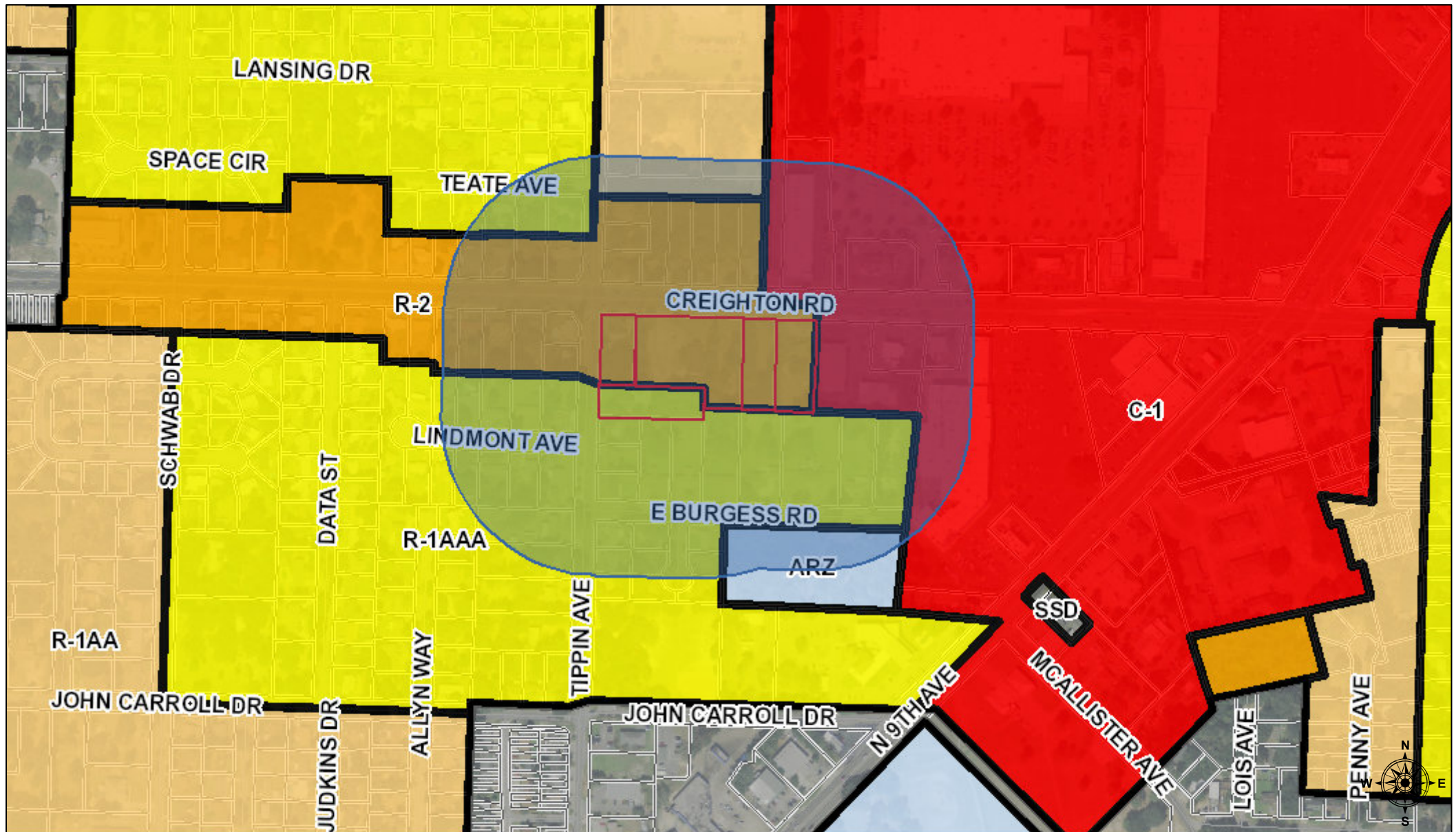


Parcel ID: 101S293101014004  
Account: 011786000  
Owners: DELTA PROPERTIES BATON ROUGE INC  
Mail: 7380 EXCHANGE PLACE  
BATON ROUGE, LA 70806  
Situs: 6880 TIPPIN AVE 32504  
Use Code:CHURCH  
Taxing Authority: PENSACOLA CITY LIMITS

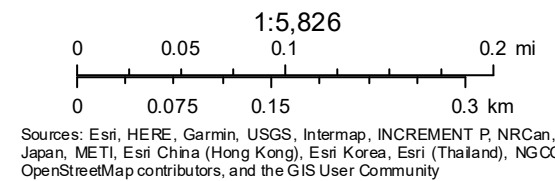
**Legal Description:**

The South 100.39 feet of the North 325.39 feet of Lot 1, Block "D", ABB SUBDIVISION, a subdivision of a portion of Section 10, Township 1 South, Range 29 West, according to plat filed in Plat Book 1, at Page 82 of the Public Records of Escambia County, Florida.





December 9, 2022



December 20, 2022

**VIA U.S. MAIL**

**Re: Invitation to Neighborhood Meeting; Rezoning**

Dear Neighbor,

You are receiving this invitation to a neighborhood meeting because property nearby has applied to the City of Pensacola for rezoning. The purpose of this meeting is to allow the developers to inform the surrounding property owners about their plans for development. We invite your participation so that you can stay informed and share your thoughts on the proposed plans before they are presented to the Planning Board and City Council for recommendation and approval.

The location of the property to be rezoned is as follows:

Address	Current Zoning	Requested Zoning
2401 Creighton Road	R-2	C-1
2409 Creighton Road	R-2	C-1
2421 Creighton Road	R-2	C-1
2431 Creighton Road	R-2	C-1
6880 Tippin Avenue	R-1AAA	C-1

Please join the development team on **Thursday, January 5, 2023 at 5:15 p.m. at Asbury Fellowship Hall, Cokesbury Church, at 5725 N. 9<sup>th</sup> Avenue, Pensacola, Florida 32504.**

If you have questions, feel free to contact Will Akin at [will@cgpre.com](mailto:will@cgpre.com) or by telephone at (205) 790-3424.

We look forward to seeing you at the neighborhood meeting.

Sincerely,

*The Development Team*

CC: Councilman Charles Bare, via email ([CBare@cityofpensacola.com](mailto:CBare@cityofpensacola.com))

Cynthia Cannon, City of Pensacola, Planning & Zoning Division Manager, via email ([CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com))

Department:	Comments:
Planning	No comments.
FIRE	No comments.
PW/E/Surveyor	No comments.
Inspection Svcs	No comments.
ESP	No comments.
ECUA	No comments.
FPL	No comments.
ATT	No comments.



## Cynthia Cannon

---

**From:** Clinton Taffe <cp\_taffe@hotmail.com>  
**Sent:** Thursday, January 5, 2023 4:17 PM  
**To:** Cynthia Cannon  
**Subject:** [EXTERNAL] Neighborhood Rezoning Mtg, tonight

### **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT**

Hello Ms. Cannon:

My name is Clinton Taffe, and I live in Houston, TX. I own 3.82 acres in the notification area (7108/7106 Tippin +2 adjoining parcels) for the rezoning request of properties at the corner of Creighton and Tippin (32504). Is there a way for me to attend via phone or computer? Or to get notes afterwards, perhaps. I cannot attend due to distance, and my brother who owes ½ of the same property lives in Arkansas.

Please let me know. I attempted to contact Will Akin, prior to the holidays, but have never received a response back.

My concerns:

1. This is a neighborhood area and these proposed properties have houses on three sides (Tippin, E. Burgess and across the street on Creighton). Shouldn't this land be maintained R2 to provide a transition area between the retail and residential.
2. The Post Office on Tippin was required to leave an undisturbed area as a buffer between it and our properties. Will any development if rezoned C-1 leave a buffer for the homes on E. Burgess?
3. Will there be any restrictions on lighting? Use of dark-night technology, no 24 open business, etc.
4. Will any development be required to fund the expansion of Tippin based on traffic increased based on this development?
5. Water retention issues.

Thank you.


Clinton Taffe  
8823 Hendon Ln  
Houston, TX 77036

## Cynthia Cannon

---

**From:** Spencer Akin <spencer@cgppe.com>  
**Sent:** Monday, January 9, 2023 7:16 PM  
**To:** cp\_taffe@hotmail.com  
**Cc:** Cynthia Cannon; Will Akin; Meredith D. Bush  
**Subject:** [EXTERNAL] Pensacola Neighborhood Rezoning Mtg

Mr. Taffe:

Cynthia Cannon, cc'd here, with the City of Pensacola sent your email along to us. We are the developers for the subject property. As you know, we met with the residents of the neighborhood last week. The meeting went well and the residents in attendance were in support of the rezoning. Here is a link to the video that was shown at the neighborhood meeting that shows our initial development plan for the property, <https://vimeo.com/779139150>. The labeled aerial photos displayed at the meeting can be accessed by clicking this hyperlink,  [Aerials](#).

Regarding your concerns, the Property is not currently being used as a residence. It is a trade school. The Property is also adjacent to retail and current C-1 zoning. There will be buffering and lighting requirements per the city of Pensacola, see lighting requirements and link to buffer requirements pasted below:

**The LDC contains language (12-3-121(b)(9) - see below) that was added by Public Works quite a few years ago, and speaks to “Nonresidential Site Lighting”. It speaks to land use (nonresidential & multifamily).**

*(9) Nonresidential site lighting. Nonresidential and multiple-family developments shall be designed to provide safe and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site (including outparcels). Lighting shall be designed so as to enhance the visual impact of the project and/or should be designed to blend into the surrounding landscape. Lighting design and installation shall ensure that lighting accomplishes on-site lighting needs without intrusion on adjacent properties and shall meet the following design requirements:*

- a. Fixture (luminaire). When feasible, the light source shall be completely concealed within an opaque housing and shall not be visible from any street right-of-way or adjacent properties.*
- b. Light source (lamp). Only florescent, LED, metal halide, or color corrected high-pressure sodium may be used. The same light source type must be used for the same or similar types of lighting on any one site throughout any development.*
- c. Mounting. Fixtures shall be mounted in such a manner that the maximum candela from each fixture is contained on-site and does not cross any property line of the site.*
- d. Limit lighting to periods of activity. The use of controls such as, but not limited to, photocells, occupancy sensors or timers to activate lighting during times when it will be needed may be required by the planning services department to conserve energy, provide safety, and promote compatibility between different land uses.*
- e. Illumination levels.*
  - 1. All site lighting levels shall be designed per the most recent IESNA (Illumination Engineering Society of North America) recommended standards and guidelines.*
  - 2. Minimum and maximum levels are measured on the pavement within the lighted area. Average level is the overall, generalized ambient light level, and is measured as a not-to-exceed value calculated using only the area of the site intended to receive illumination.*
  - 3. Lighting for automated teller machines shall be required to meet the standards of F.S. § 655.962.*
- f. Excessive illumination.*
  - 1. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section.*
  - 2. All outdoor lighting shall be designed and located such that the maximum illumination measured in footcandles at the property line does not exceed 0.2 on adjacent residential sites, and 0.5 on adjacent commercial sites and public rights-of-way. These values may be adjusted based on unique and/or unusual needs of specific projects.*
  - 3. Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.*

4. Fixtures used to accent architectural features, landscaping or art shall be located, aimed or shielded to minimize light spill into the night sky.
5. Reflectors and/or refractors within fixtures or fixtures with a top shield shall be utilized to assist in eliminating "sky glow."

**The residential/commercial land use buffer requirement is found here:**

[https://link.edgepilot.com/s/1ca35f67/GPCBioURekelZ6o69DKhCg?u=https://library.municode.com/fl/pensacola/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_TITXIIILADECO\\_CH12-3ZODI\\_ARTIVNEPRST\\_S12-3-56BUYA](https://link.edgepilot.com/s/1ca35f67/GPCBioURekelZ6o69DKhCg?u=https://library.municode.com/fl/pensacola/codes/code_of_ordinances?nodeId=PTIICOOR_TITXIIILADECO_CH12-3ZODI_ARTIVNEPRST_S12-3-56BUYA)

The Department of Transportation will review and make recommendations as it relates to the traffic, access and safety. There is already a traffic light at the intersection to control the flow of traffic. Water retention/detention will be part of site planning approval process with the City of Pensacola prior to start of construction. For a development like this, the retention/detention is usually self-contained to developer's property.

Please feel free to reach out to me should you have any further questions/concerns. My cell phone is 205-937-5358.

Best regards,

**SPENCER AKIN**

205.937.5358

361 Summit Blvd, Suite 110

Birmingham AL 35243

<http://cgrellc.com/>



**CAPITAL GROWTH**  
REAL ESTATE



*Confidentiality Note: The information contained in this email and document(s) attached are for the exclusive use of the addressee and may contain confidential, privileged and non-disclosable information. If the recipient of this email is not the addressee, such recipient is strictly prohibited from reading, photocopying, distributing or other wise using this email or its contents in any way and must immediately delete this e-mail.*

-----Original Message-----

From: Meredith D. Bush <[mbush@clarkpartington.com](mailto:mbush@clarkpartington.com)>

Sent: Thursday, January 5, 2023 6:00 PM

To: Will Akin <[will@cgpre.com](mailto:will@cgpre.com)>; Spencer Akin <[spencer@cgpre.com](mailto:spencer@cgpre.com)>

Subject: Fwd: [EXTERNAL] Neighborhood Rezoning Mtg, tonight

Meredith D. Bush | Attorney

[mbush@clarkpartington.com](mailto:mbush@clarkpartington.com)<<mailto:mbush@clarkpartington.com>> | (850) 208-7088<[callto:\(850\)%20208-7088](tel:(850)20208-7088)>

CLARK PARTINGTON

Office: (850) 434-9200 | Fax: (850) 432-7340

125 East Intendencia Street, 4th Floor

Pensacola, Florida 32502

clarkpartington.com<<https://clarkpartington.com/>>

[cid:logo4\_09e57621-d955-46d0-aad5-1c620e3975ef.jpg]

[cid:Facebook\_55598884-7995-4d93-92d3-5101d580d70c.png]<<https://www.facebook.com/ClarkPartington/>>

[cid:LinkedIn\_57c89113-2875-479d-9fdd-fd3a2a809f98.png]

<<https://www.linkedin.com/company/2250553/admin/>> [cid:Twitter\_216c94ca-a91c-458c-ad76-

295500e4747c.png] <<https://twitter.com/ClarkPartington>> [cid:Instagram\_c437b822-13ce-4d58-87bc-

212014b134fa.png] <<https://www.instagram.com/clarkpartington/>>

Begin forwarded message:

From: Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>

Date: January 5, 2023 at 5:13:30 PM CST

To: "Meredith D. Bush" <[mbush@clarkpartington.com](mailto:mbush@clarkpartington.com)>

Subject: Fwd: [EXTERNAL] Neighborhood Rezoning Mtg, tonight

Sent from my iPhone

Begin forwarded message:

From: Clinton Taffe <[cp\\_taffe@hotmail.com](mailto:cp_taffe@hotmail.com)>

Date: January 5, 2023 at 4:16:50 PM CST

To: Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>

Subject: [EXTERNAL] Neighborhood Rezoning Mtg, tonight

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT Hello Ms. Cannon:

My name is Clinton Taffe, and I live in Houston, TX. I own 3.82 acres in the notification area (7108/7106 Tippin +2 adjoining parcels) for the rezoning request of properties at the corner of Creighton and Tippin (32504). Is there a way for me to attend via phone or computer? Or to get notes afterwards, perhaps. I cannot attend due to distance, and my brother who owes ½ of the same property lives in Arkansas.

Please let me know. I attempted to contact Will Akin, prior to the holidays, but have never received a response back.

My concerns:

1. This is a neighborhood area and these proposed properties have houses on three sides (Tippin, E. Burgess and across the street on Creighton). Shouldn't this land be maintained R2 to provide a transition area between the retail and residential.
2. The Post Office on Tippin was required to leave an undisturbed area as a buffer between it and our properties. Will any development if rezoned C-1 leave a buffer for the homes on E. Burgess?






3. Will there be any restrictions on lighting? Use of dark-night technology, no 24 open business, etc.
4. Will any development be required to fund the expansion of Tippin based on traffic increased based on this development?
5. Water retention issues.

Thank you.

Clinton Taffe  
8823 Hendon Ln  
Houston, TX 77036

## ZONING

-  SINGLE FAMILY (R-1AAA)
-  RESIDENTIAL/OFFICE
-  RETAIL COMMERCIAL (C-1)

## Current Zoning

TIPPIN AVE

CREIGHTON RD

R-2

C-1

10-1S-29-3101-010-004

10-1S-29-3101-012-004

10-1S-29-3101-022-004

10-1S-29-3101-023-004

10-1S-29-3101-014-004

R-1AAA

LINDMONT AVE

0 87.5 175 Feet

Date: 1/3/2023






This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\Planning\ZoningFLUChanges\CreightonTippin\CurrentZoning.mxd

**PENSACOLA**

FLORIDA'S FIRST & FUTURE

### Proposed Zoning

-  SINGLE FAMILY (R-1AAA)
-  RESIDENTIAL/OFFICE
-  RETAIL COMMERCIAL (C-1)

## Proposed Zoning

TIPPIN AVE

CREIGHTON RD

10-1S-29-3101-010-004

10-1S-29-3101-012-004

10-1S-29-3101-022-004

10-1S-29-3101-023-004

10-1S-29-3101-014-004

LINDMONT AVE

0 87.5 175 Feet

Date: 1/3/2023



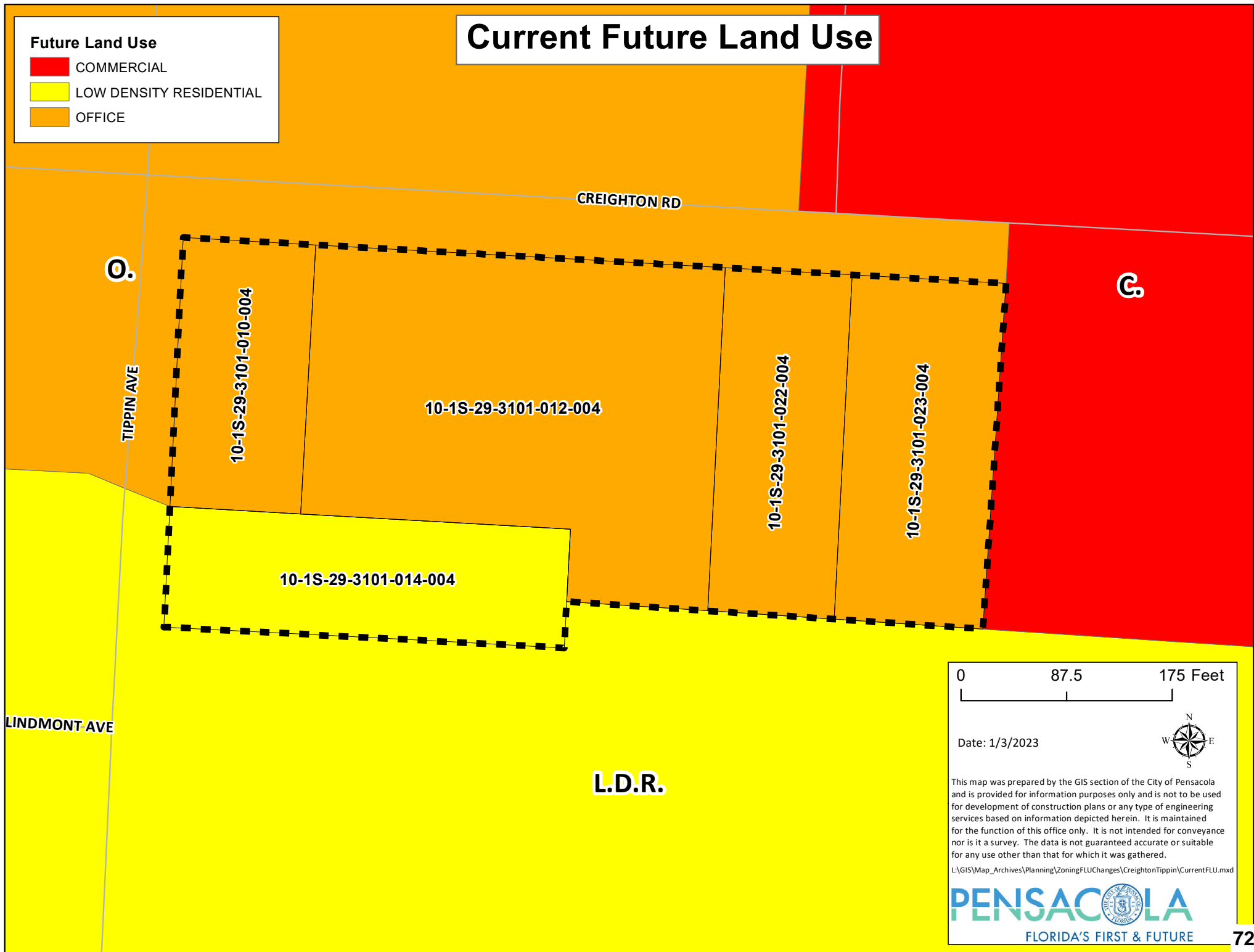
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\Planning\ZoningFLUChanges\CreightonTippin\ProposedZoning.mxd

**Future Land Use**

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- OFFICE

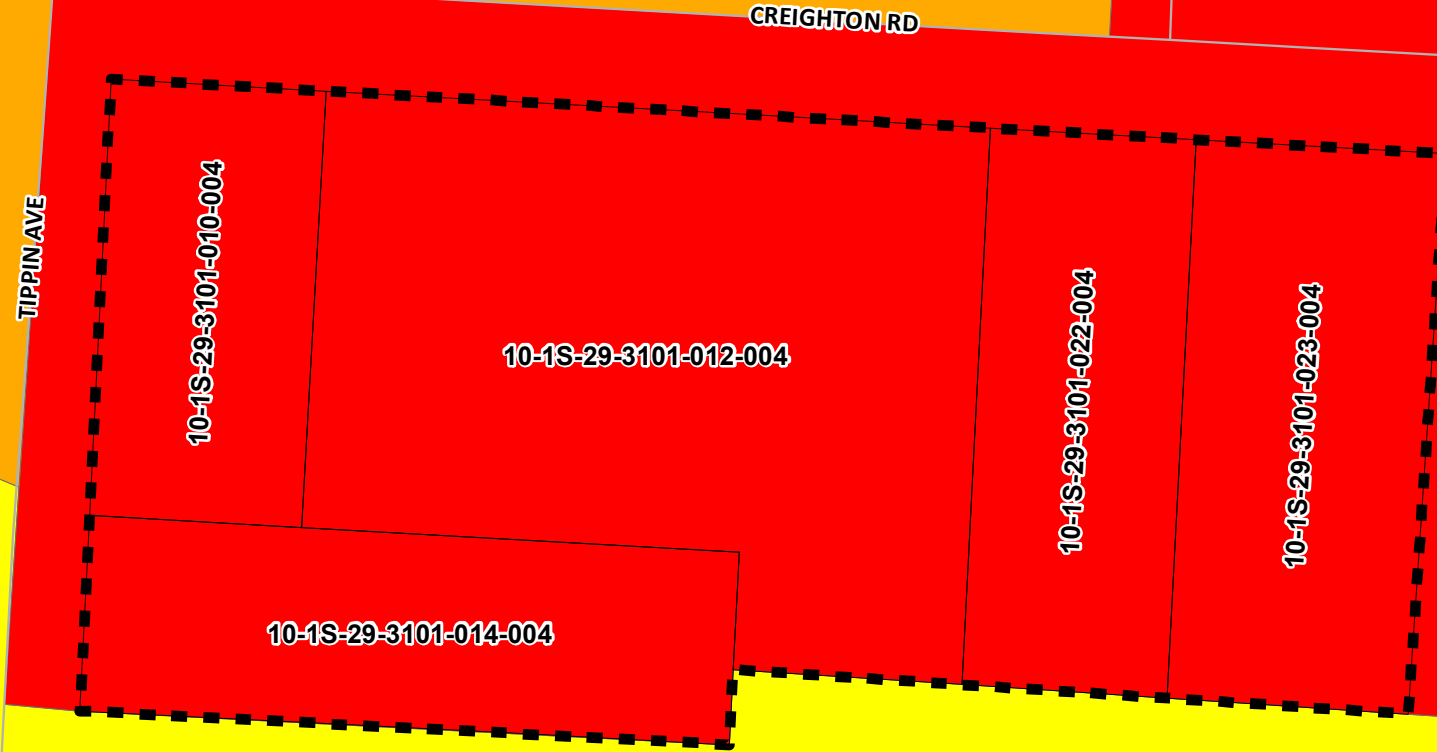
**Current Future Land Use**



# Proposed Future Land Use

## Future Land Use

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- OFFICE



0 87.5 175 Feet

Date: 1/3/2023



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\Planning\ZoningFLUChanges\CreightonTippin\ProposedFLU.mxd