



City of Pensacola

Planning Board

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

February 11, 2025, 2:00 PM

Hagler-Mason, 2nd Floor

The meeting can be watched via live stream at cityofpensacola.com/video.

CALL TO ORDER / QUORUM

APPROVAL OF MINUTES

1. 25-80 PLANNING BOARD MEETING MINUTES FROM JANUARY 14, 2025

Recommendation:

Sponsors:

Attachments: Planning Board Minutes January 14 2025

REQUESTS

2. 25-81 REQUEST FOR FINAL PLAT APPROVAL – RED FEATHER SUBDIVISION,
150 S. BAYLEN STREET

*Attachments: Red Feather Plat_Images
Final Subdivision Plat_150 S. Baylen Street_Red Feather_Packet
Review Comments_Red Feather Final Plat
Planning Board Minutes September 10, 2024
Sec._12_3_8.____Commercial_land_use_district.
Sec._12_7_3.____Procedure_for_subdivision_approval. (2)*

OPEN FORUM

DISCUSSION ITEMS

3. 25-148 DISCUSSION ON THE LAND DEVELOPMENT CODE UPDATE, PHASE 2

Recommendation:

Sponsors:

Attachments: None

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 850-435-1666) 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.



MINUTES OF THE PLANNING BOARD
January 14, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Villegas

MEMBERS ABSENT: Board Member Van Hoose, Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Assistant City Planning & Zoning Manager Cannon, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris, Development Services Coordinator Statler

OTHERS PRESENT: N/A

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from November 12, 2024
- **New Business:**
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:03 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Grundhoefer made a motion to approve the November 12, 2024, minutes, seconded by Board Member Powell, and it carried 4:0.

New Business – none

Open Forum – none

Discussion

Planning and Zoning Manager Cannon gave the board an update on the Land Development Code (LDC) Phase 2 project and outlined the primary goals of the LDC rewrite. The overall goal is to have a more efficient and user friendly LDC. The City's first Zoning Ordinance was adopted on February 25, 1947. Throughout the process, there is to be transparency, and she plans to keep the board informed on all updates and processes. An upcoming kickoff will be taking place at the January 22nd City Council meeting. This will be a time to meet the consultants and to discuss their scope of work as well as their community outreach strategies. Planning and Zoning Manager Cannon also introduced an added technology platform which will allow portions of the zoning code to be illustrated and understood visually. Staff provided an overview of the website for the rewrite project which includes a survey, forum space, and interactive mapping, and they shared the timeline of events with the board. The full project is estimated to take two years to complete and there will be workshops in person and online along the way. There will be monthly updates to the board to keep them informed. Additionally, other city boards should be involved in this process, each having its own focus and input which will be beneficial to the project.

Adjournment – With no further business, the Board adjourned at 2:32 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-81

Planning Board

2/11/2025

ACTION ITEM

SUBJECT:

Request for Final Plat Approval – Red Feather Subdivision, 150 S. Baylen Street

SUMMARY:

Rebol-Battle & Associates, LLC, is requesting final plat approval on behalf of Red Feather Developers for a subdivision at 150 S. Baylen Street. This project is located within the C-2A zoning district, of which two (2) parcels will be subdivided into sixteen (16) lots to accommodate eleven (11) single-family attached residences and five (5) common area parcels owned by the homeowners' association. The properties also fall within the Palafox Historic Business District, where all development is subject to review by the Architectural Review Board, the CRA Urban Core, and the Dense Business District. The preliminary plat was approved by Planning Board in September 2024.

- Property area: 0.492 acres.
- Maximum density: 135 dwelling units per acre
- Setback requirements: maximum allowed setback of 10'; no rear or side setback requirements.

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

RECOMMENDED CODE SECTIONS

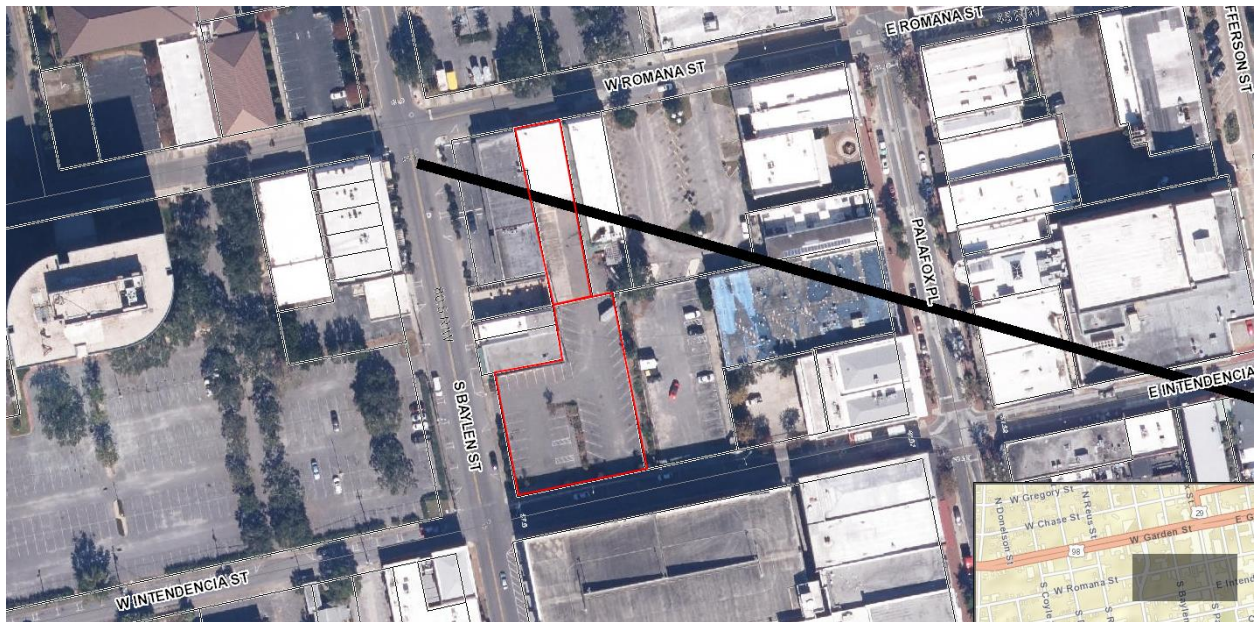
[Sec. 12-3-4. Commercial land use district regulations](#)

[Sec. 12-7-3 Procedure for subdivision approval](#)

ATTACHMENTS:

1. Red Feather Plat_Images
2. Final Subdivision Plat_150 S. Baylen Street_Red Feather_Packet
3. Review Comments_Red Feather Final Plat
4. Planning Board Minutes September 10, 2024
5. Sec._12_3_8.____Commercial_land_use_district.
6. Sec._12_7_3.____Procedure_for_subdivision_approval. (2)

150 S. Baylen Street – Red Feather Development Preliminary Subdivision Plat Review



SUBDIVISION PLAT

Sec. 12-7-6. Sites for public use.

- (a) *School sites.* The planning board may, where necessary, require reservation of suitable sites for schools; and further, which sites shall be made available to the county school board for their refusal or acceptance. If accepted by the school board, it shall be reserved for future purchase by the school board from the date of acceptance for a period of one year.
- (b) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:
 - (1) *Dedication of land for park, recreation or open space needs.* The subdivider or owner shall dedicate to the city for park and recreation or open space purposes at least five percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter acre.
 - (2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider or owner shall pay unto the city such sum of money equal in value to five percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the mayor and the subdivider. If the mayor and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The mayor shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two shall appoint a third.
- (c) *Public streets.* All streets delineated on all plats submitted to the city council shall be dedicated to all public uses including the use thereof by public utilities, unless otherwise specified herein.

(Code 1986, § 12-8-6; Ord. No. 9-96, § 14, 1-25-1996; Ord. No. 16-10, § 223, 9-9-2010)

Open Space Requirements (only applicable to residential subdivision)

Sec. 12-7-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check the preferred method of meeting the requirement:

(a) Total Land Area: 0.492 acres
 5% for land dedication: 0.0246 acres
 (may NOT equal less than 1/4 acre)

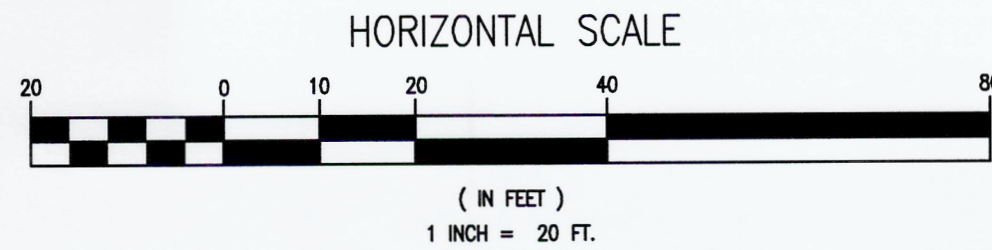
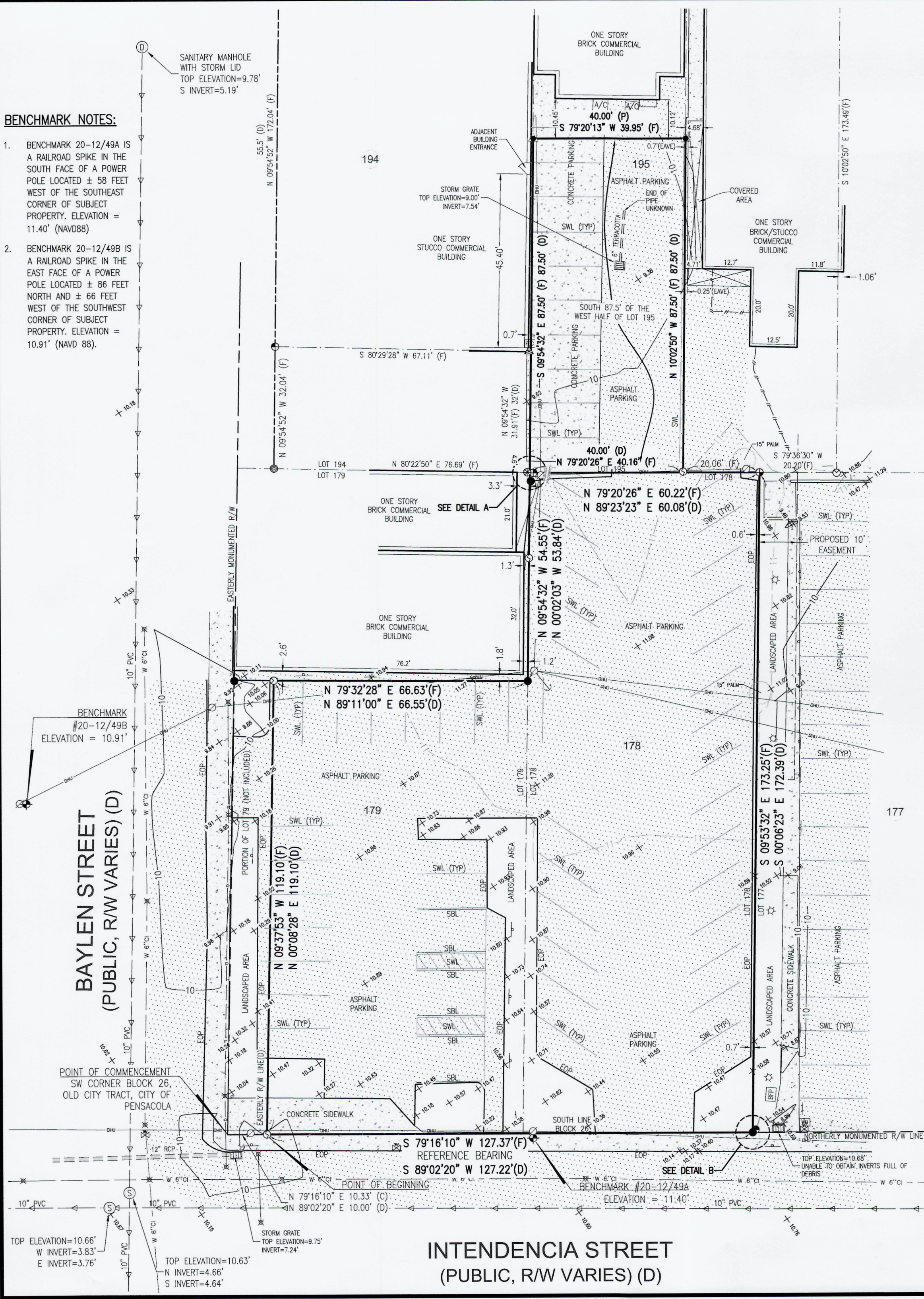
(b) Value of Land \$ 782,440
 (per Escambia County Property Appraiser)

Fee in lieu of land dedication (5% of land value) \$ 39,122

(Check payable to the City of Pensacola. Due after plat approval, prior to receiving signatures)

Planning Services
222 W. Main Street, Pensacola, Florida 32502
(850) 435-1670
Email: PlanningApplications@CityOfPensacola.com
Mail to: P.O. Box 12910 * Pensacola, Florida 32521

1. BENCHMARK 20-12/49A IS A RAILROAD SPIKE IN THE SOUTH FACE OF A POWER POLE LOCATED ± 58 FEET WEST OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY. ELEVATION = 11.40' (NAVDB88)
2. BENCHMARK 20-12/49B IS A RAILROAD SPIKE IN THE EAST FACE OF A POWER POLE LOCATED ± 86 FEET NORTH AND ± 66 FEET WEST OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. ELEVATION = 10.91' (NAVD 88).



DESCRIPTION:

(OFFICIAL RECORDS BOOK 7770, PAGE 1931 AND A PORTION OF BOOK 4139 PAGE 796)

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA, AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 89°02'20" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 00°08'28" EAST ALONG SAID EAST R/W LINE OF BAYLEN STREET A DISTANCE OF 119.10 FEET; THENCE DEPART SAID LINE, PROCEED NORTH 89°11'00" EAST A DISTANCE OF 66.55 FEET; THENCE PROCEED NORTH 00°02'03" WEST A DISTANCE OF 53.84 FEET; THENCE PROCEED NORTH 89°23'23" EAST A DISTANCE OF 60.08 FEET; THENCE PROCEED SOUTH 00°06'23" EAST A DISTANCE OF 172.39 FEET TO THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 89°02'20" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA.

AND

THE SOUTH 87.5 FEET OF THE WEST HAVE OF LOT 195, BLOCK 26, OLD CITY TRACT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA BY THOMAS C. WATSON DATED 1906.

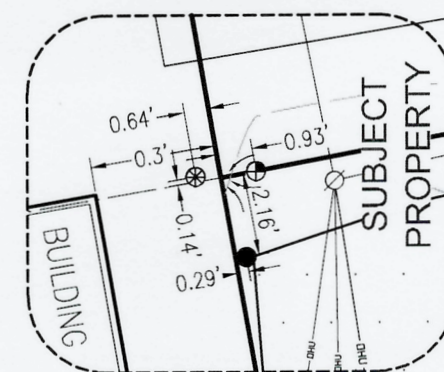
GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) REFERENCED TO THE BEARING OF SOUTH 79°16'10" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF INTERDENICIA STREET AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88) AND ARE REFERENCED TO THE NATIONAL GEODETIC SURVEY TIDAL BENCHMARK C 9, PUBLISHED ELEVATION = 13.06 FEET (NAV88).
3. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HEREON. SUBSURFACE UTILITY LINES WERE LOCATED AND ARE SHOWN AS PER THE RESPECTIVE UTILITY COMPANY'S SPOTTING (PAINTED SPOTS AND FLAGGED LINES). THE FOLLOWING SUNSHINE ONE CALL TICKETS WERE ISSUED FOR THIS PROJECT: 019107556 & 019107519
4. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C03906, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
5. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
6. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
7. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
8. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
10. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.

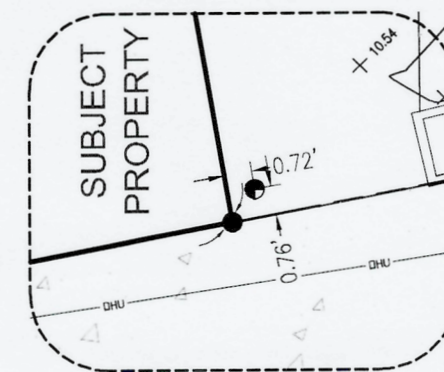
LEGEND:

A/C	DENOTES AIR CONDITIONING
BOC	DENOTES BACK OF CURB
(D)	DENOTES DEED INFORMATION
DIA	DENOTES DIAMETER
EOP	DENOTES EDGE OF PAVEMENT
(F)	DENOTES FIELD MEASUREMENT
(P)	DENOTES PLAT MEASUREMENT
PVC	DENOTES POLYVINYL CHLORIDE
SBL	DENOTES SOLID BLUE LINE
SWL	DENOTES SOLID WHITE LINE
(TYP)	DENOTES TYPICAL
179	DENOTES PLATTED LOT NUMBER
+ 6.00	DENOTES SPOT ELEVATION
100 -----	DENOTES ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS

	SET NAIL & DISK (No. 7916)
	FOUND NAIL & DISK (No. 7277)
	FOUND 1/2" DIA IRON ROD (UNNUMBERED)
	FOUND 3/4" DIA IRON ROD (UNNUMBERED)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 0340)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 4882)
	FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 7277)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 6993)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 1748)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 7174)
	FOUND 1/2" DIA CAPPED IRON ROD (No. 7073)
	DENOTES SINGLE SUPPORT SIGN
	DENOTES DOUBLE SUPPORT SIGN
	DENOTES WOOD UTILITY POLE
	DENOTES METAL LIGHT POLE
	DENOTES GUY WIRE ANCHOR
	DENOTES BACK FLOW PREVENTER
	DENOTES WATER METER
	DENOTES WATER VALVE
	DENOTES FIBER OPTIC CABLE MARKER
	DENOTES STORMWATER MANHOLE
	DENOTES DROP INLET
	DENOTES SEWER MANHOLE
	DENOTES TREE (SIZE AND TYPE NOTED)
	DENOTES CHAIN LINK FENCE
	DENOTES WOOD PANEL FENCE
	DENOTES OVERHEAD UTILITIES
	DENOTES BURIED GAS LINE
	DENOTES BURIED WATER LINE
	DENOTES SEWER LINE



DETAIL
(NTS)



DETAIL
(NTS)

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Mark A. Norris
FLORIDA REGISTRATION No. 6211

FEB 3, 2021
DATE



BAYLEN STREET TOWNHOMES
150 SOUTH BAYLEN STREET
PENSACOLA, FL 32507

A PORTION OF

SECTION: 46 TOWNSHIP: 2 S RANGE: 30 W
COUNTY: ESCAMBIA STATE: FLORIDA

PROJECT NO: 2020.131	DRAWN BY: BTH	NO.	DATE	APPR.	REVISION/ACTION TAKEN
	CHK'D BY: MAN				
	SCALE: 1" = 20'				
	F.B.: 20/12				
	PG.: 48-49/55				
	DATE: 1/20/2021				

	MICHELLE BURCH	CALDWELL ASSOCIATES
PREPARED FOR:		
	MICHELLE BURCH	CALDWELL ASSOCIATES
REQUESTED BY:		

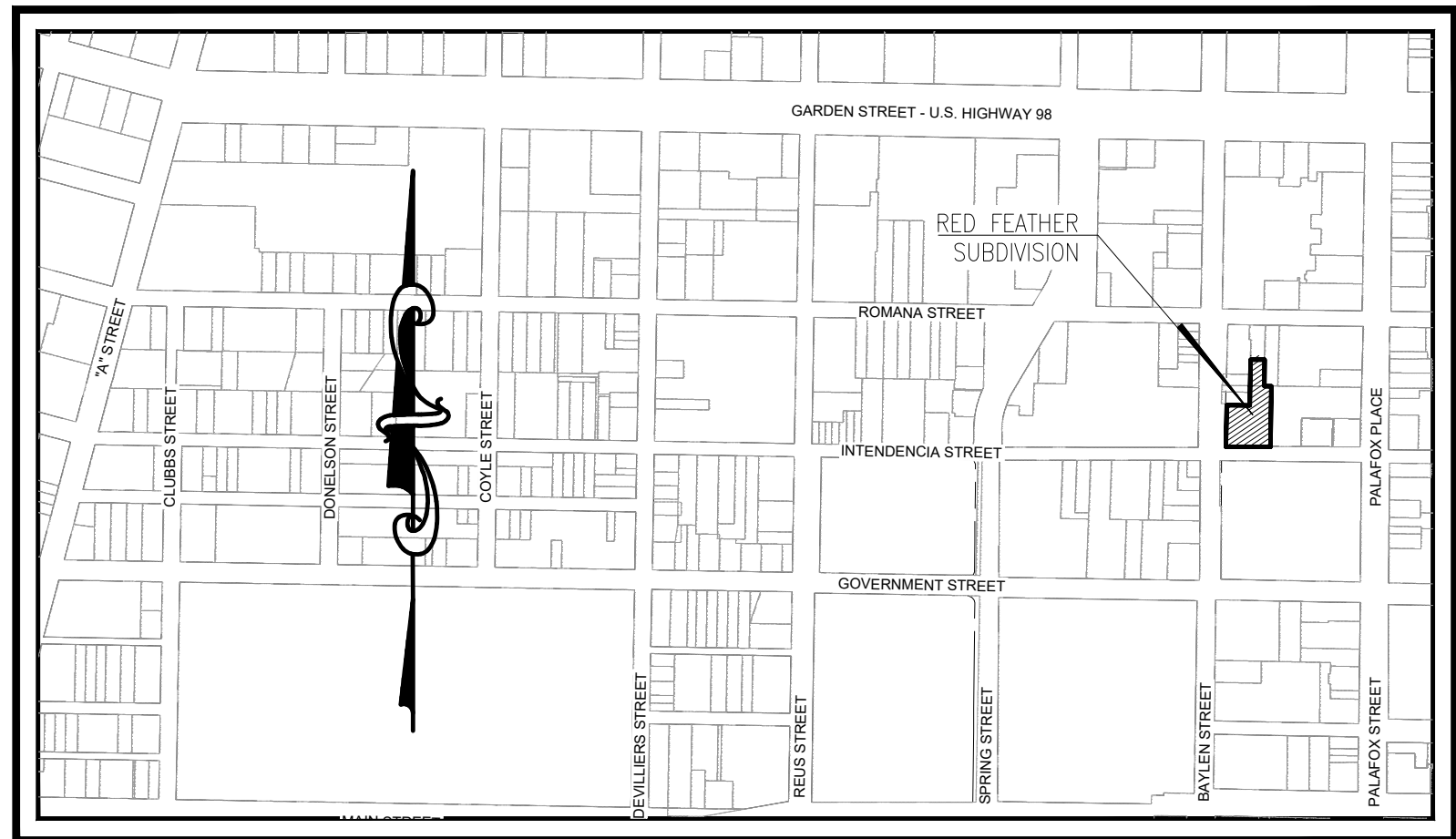
1 of 1

PREPARED BY



REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850-438-0400
EB 00009657 LB7916
RBA Project No. 2020.131



VICINITY MAP
NOT TO SCALE

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PORTION OF LOT 179 AND OF THE WEST HALF OF LOT 195, AND THE ENTIRETY OF LOT 178, ALL INCLUSIVE, BLOCK 26, OLD CITY TRACT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA BY THOMAS C. WATSON DATED 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA, AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 79°16'10" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26 FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 09°37'53" WEST ALONG SAID EAST R/W LINE OF BAYLEN STREET FOR A DISTANCE OF 119.10 FEET; THENCE DEPARTING SAID EAST R/W LINE, PROCEED NORTH 79°32'28" EAST FOR A DISTANCE OF 66.63 FEET TO A POINT ON THE EAST LINE OF LOT 179 OF AFORESAID BLOCK; THENCE PROCEED NORTH 09°54'32" WEST ALONG AFORESAID EAST LINE OF LOT 179 AND EAST LINE OF LOT 194 OF THE AFORESAID BLOCK FOR A DISTANCE OF 130.55 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 79°00'57" EAST FOR A DISTANCE OF 39.98 FEET TO THE EAST LINE OF THE WEST HALF OF LOT 195 OF AFORESAID BLOCK; THENCE PROCEED SOUTH 10°02'50" EAST ALONG THE EAST LINE OF SAID WEST HALF OF LOT 195 FOR A DISTANCE OF 76.22 FEET TO THE SOUTH LINE OF SAID LOT 195; THENCE PROCEED NORTH 79°20'26" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 20.06 FEET TO THE NORTHEAST CORNER OF LOT 178 OF SAID BLOCK; THENCE PROCEED SOUTH 09°53'32" EAST ALONG THE EAST LINE OF SAID LOT 178 FOR A DISTANCE OF 173.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 178 LOCATED ON THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 79°16'10" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.37 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND REFERENCED TO THE BEARING OF SOUTH 79°16'10" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF INTENDENCIA STREET AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; PREVIOUS SURVEY PERFORMED BY OSCAR W. PITTMAN (JOB No. 6891–81, FILE No. B–1871) DATED DECEMBER 29, 1981; PREVIOUS SURVEY PERFORMED BY PITTMAN, GLAZE AND ASSOCIATES (JOB No. E4148, FILE No. 35754–13) DATED DECEMBER 19, 2013; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- A TITLE OPINION WAS PERFORMED BY CLARK PARTINGTON, ATTORNEYS AT LAW, DATED SEPTEMBER 06, 2024, AND PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY.
- ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE NATIONAL GEODETIC SURVEY TIDAL BENCHMARK G 9, PUBLISHED ELEVATION = 13.06 FEET (NAVD88).
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0390G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- THE 4" WALL EASEMENTS AS SHOWN HEREON AREA FOR THE PURPOSE OF MAINTAINING THE COMMON PARTY WALL BETWEEN RESIDENTIAL TOWNHOMES TO BE CONSTRUCTED UPON THE LOTS AS SHOWN HEREON.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.

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.

LEGEND:

- | | |
|---|--|
| ⊠ | SET 4"x4" CONCRETE MONUMENT (No. 7916 – PRM) |
| ⊠ | SET 1/2" DIA ALUMINUM CAPPED IRON ROD (No. 7916 – PRM) |
| ⊠ | SET NAIL & DISK (No. 7916 – PRM) |
| ① | ① DENOTES PLATTED LOT NUMBER |
| ± | ± DENOTES MORE OR LESS |

ZONING NOTES:

THE PROPERTY AS SHOWN HEREON IS LOCATED WITHIN THE DENSE BUSINESS DISTRICT AND PALAFOX HISTORIC BUSINESS DISTRICT.

ALL DEVELOPMENT IS SUBJECT TO REVIEW BY THE CITY'S DOWNTOWN IMPROVEMENT BOARD.

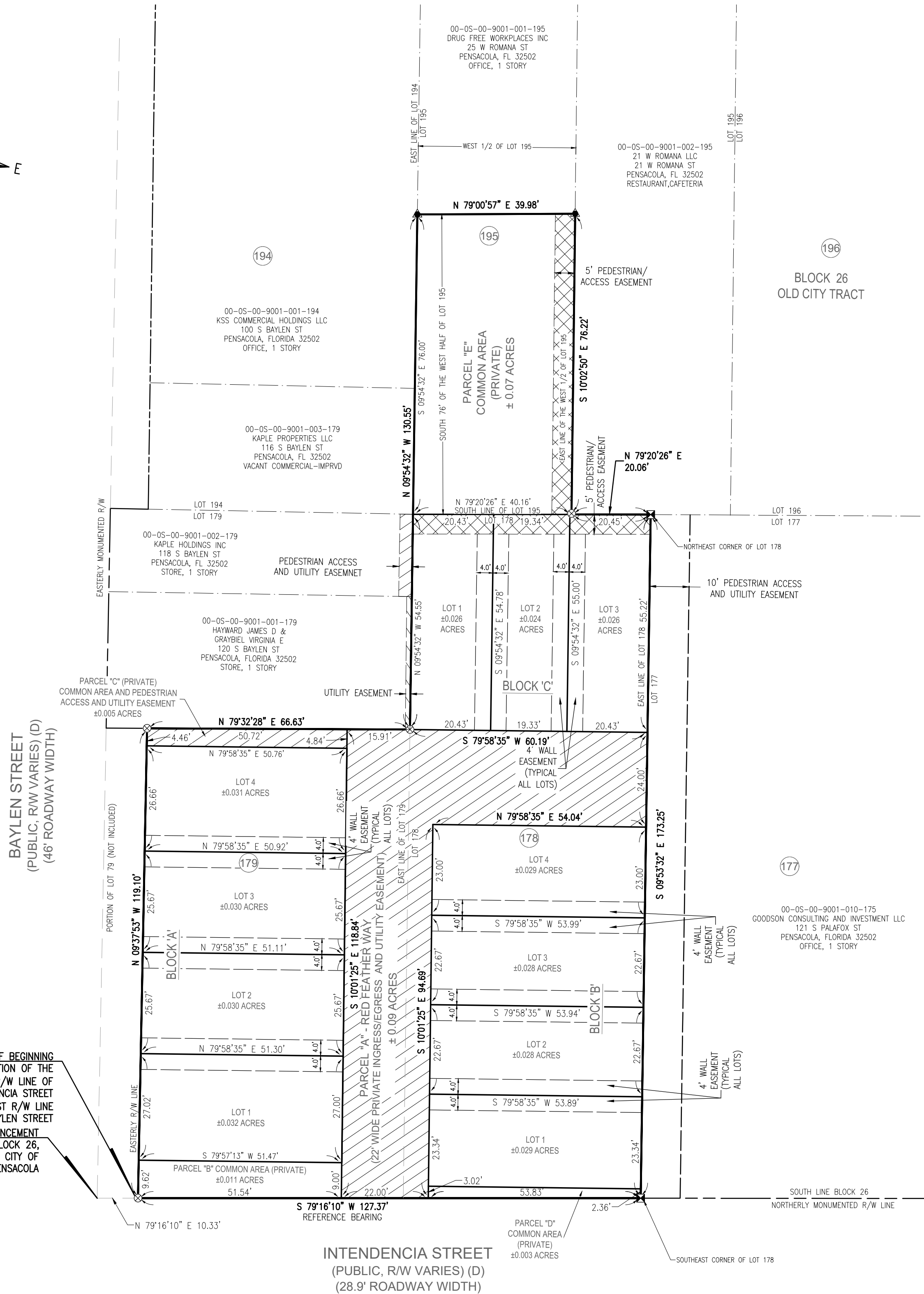
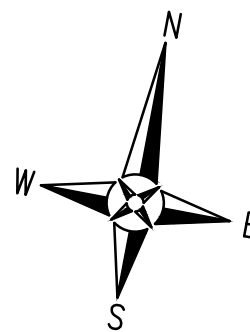
THE APPLICABLE SETBACKS ARE:
FRONT YARD – 0 FEET
SITE YARD – 0 FEET
REAR YARD – 0 FEET

- | | |
|-----|--------------------------------------|
| DIA | DENOTES DIAMETER |
| No. | DENOTES NUMBER |
| PRM | DENOTES PERMANENT REFERENCE MONUMENT |
| R/W | DENOTES RIGHT OF WAY |

FINAL PLAT OF RED FEATHER

A RESIDENTIAL SUBDIVISION BEING

A RE-SUBDIVISION OF ALL OF LOT 178, AND A PORTION OF LOTS 179 & 195 BLOCK 26,
BEING A PORTION OF OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF
SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906,
A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA
FEBRUARY 2025



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

OWNER AND DEVELOPER

RED FEATHER DEVELOPERS
5 PORTOFINO DR. UNIT 1407
PENSACOLA BEACH, FL 32561

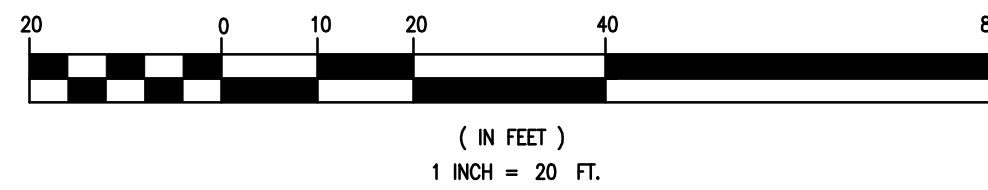
CIVIL ENGINEER

JEREMY R KING, P.E.

PROFESSIONAL SURVEYOR AND MAPPER

MARK A. NORRIS, P.S.M.

HORIZONTAL SCALE



DEDICATION:

KNOW ALL MEN BY THESE PRESENT THAT ANDREW ROTHFEDER, AUTHORIZED AGENT, RED FEATHER DEVELOPERS, LLC, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS RED FEATHER, HEREBY DEDICATE THE COMMON AREA TO RED FEATHER HOME OWNERS ASSOCIATION, INC. AND AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, ANDREW ROTHFEDER, AUTHORIZED AGENT, RED FEATHERS DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, 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

ANDREW ROTHFEDER
AUTHORIZED AGENT
RED FEATHER DEVELOPERS, LLC.

PRINT

SIGNATURE

PRINT

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED ANDREW ROTHFEDER, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS

DAY OF _____, 2025.

SIGNATURE

PRINT NAME:

COMMISSION NO.:

MY COMMISSION EXPIRES:
NOTARY PUBLIC, STATE OF FLORIDA

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 _____, 2025 IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF COURTS
ESCAMBIA COUNTY, FLORIDA

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 _____, 2025, 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.

_____ LESLIE D. ODOM PROFESSIONAL SURVEYOR & MAPPER LICENSE NO. 6520	_____ DATE	_____ THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
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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, SIGNED ON THE _____ DAY OF _____, 2025.

_____ MARK NORRIS, PSM PROFESSIONAL SURVEYOR & MAPPER LICENSE NO. 6211, LB 7916 REBOL-BATTLE & ASSOCIATES, LLC. 2301 N 9TH AVENUE, SUITE 300 PENSACOLA, FL 32503	_____ DATE	_____ THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
--	---------------	---

DECLARATION OF RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK: _____, PAGE(S): _____

PLAT BOOK: _____, PAGE: _____

SHEET 1 OF 1

Charles F. James, Esq.
Direct (850) 436-6466
cjames@clarkpartington.com
Licensed to Practice in Florida and Alabama

September 6, 2024

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

RE: Title Opinion in connection with the Plat of RED FEATHER, a residential subdivision

Dear Ladies and Gentlemen:

The undersigned has examined (i) title evidence to a parcel of property in City of Pensacola, Escambia County, Florida, which is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Property"), and (ii) the preliminary Plat of the Property, a copy of which is attached hereto as Exhibit "B" and by reference made a part hereof (the "Plat"). The title evidence consisted of the undersigned's examination of title after a search of the public records through September 6, 2024, on which we relied for purposes of issuing this letter.

Based on our examination of the aforesaid search and examination of the public records, it is our opinion that good record title to the Property is vested in Red Feather Developers, LLC, a Florida limited liability company (collectively the "Owner").

Title to the Property is subject to and as applicable, benefitted by, the recorded instruments shown on Exhibit "C" attached hereto and by reference made a part hereof.

Dedication of the Property by Owner as shown on the Plat will satisfy the requirements of dedication by an owner as set forth in Section 177.081, Florida Statutes.

This opinion letter is based upon our search and examination of our own independent title search of the public records.

Sincerely,



Charles F. James

CFJ/pls
A5428287.DOCX

City of Pensacola
September 6, 2024
Page 2 of 2

Cc: Red Feather Developers, LLC
Attn: Andrew Rothfeder
(via email only: andrew@rothfeder.com)

EXHIBIT A

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PORTION OF LOT 179 AND OF THE WEST HALF OF LOT 195, AND THE ENTIRETY OF LOT 178, ALL INCLUSIVE, BLOCK 26, OLD CITY TRACT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA BY THOMAS C. WATSON DATED 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA, AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 79°16'10" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26 FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 09°37'53" WEST ALONG SAID EAST R/W LINE OF BAYLEN STREET FOR A DISTANCE OF 119.10 FEET; THENCE DEPARTING SAID EAST R/W LINE, PROCEED NORTH 79°32'28" EAST FOR A DISTANCE OF 66.63 FEET TO A POINT ON THE EAST LINE OF LOT 179 OF AFORESAID BLOCK; THENCE PROCEED NORTH 09°54'32" WEST ALONG AFORESAID EAST LINE OF LOT 179 AND EAST LINE OF LOT 194 OF THE AFORESAID BLOCK FOR A DISTANCE OF 130.55 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 79°00'57" EAST FOR A DISTANCE OF 39.98 FEET TO THE EAST LINE OF THE WEST HALF OF LOT 195 OF AFORESAID BLOCK; THENCE PROCEED SOUTH 10°02'50" EAST ALONG THE EAST LINE OF SAID WEST HALF OF LOT 195 FOR A DISTANCE OF 76.22 FEET TO THE SOUTH LINE OF SAID LOT 195; THENCE PROCEED NORTH 79°20'26" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 20.06 FEET TO THE NORTHEAST CORNER OF LOT 178 OF SAID BLOCK; THENCE PROCEED SOUTH 09°53'32" EAST ALONG THE EAST LINE OF SAID LOT 178 FOR A DISTANCE OF 173.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 178 LOCATED ON THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 79°16'10" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.37 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

EXHIBIT B PLAT

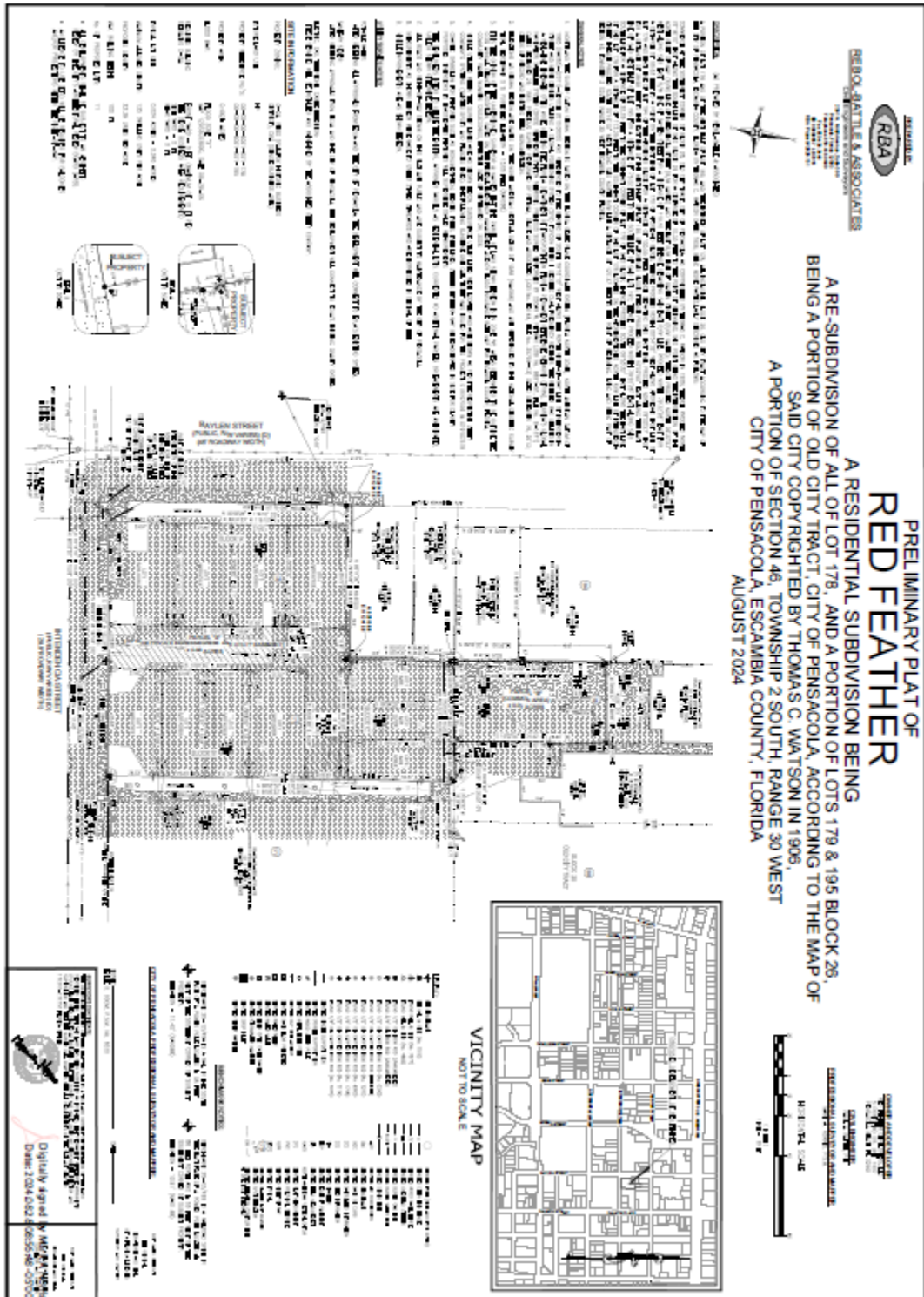


EXHIBIT C

RECORDED INSTRUMENTS

1. Reservations in favor of Escambia County, a political subdivision of the State of Florida, of an undivided 3/4 interest in and to all phosphates, minerals and metals, together with an undivided 1/2 interest in and to all petroleum, in, on or under the surface of the insured land, as contained in that certain Deed recorded in Official Records Book 6288, Page 1439 in the Public Records of Escambia County, Florida. The right of entry for mining, drilling and exploration has been released pursuant to section 270.11 (3), Florida Statutes.
2. Those rights, interests, and other conditions and restrictions regarding the Real Property as provided in that certain Special Warranty Deed from the Community Redevelopment Agency of the City of Pensacola to Studer Properties, LLP, dated August 31, 2017 and recorded in Official Records Book 7770, Page 1928 in the Public Records of Escambia County, Florida, as amended by Amendment to Covenants dated April 10, 2024 and recorded in Official Records Book 9132, Page 1393 in the Public Records of Escambia County, Florida.
3. Easement between Calvin B. Moore, and Drug Free Workplaces, Inc. dated January 21, 2003, recorded in OR Book 5064, Page 1536, in the Public Records of Escambia County, Florida.
4. Easement between DFW Advisory, Inc., and Red Feather Developers, LLC, dated September 4, 2024, recorded in Official Records Book 9198 Page 1346 in the Public Records of Escambia County, Florida.
5. Easement between Goodson Consulting & Investment L.L.C., and Red Feather Developers, LLC, dated September 6, 2024, recorded in Official Records Book 9200, Page 457 in the Public Records of Escambia County, Florida.

This Instrument Prepared by:
Charles F. James, IV, Esq.
CLARK PARTINGTON
125 East Intendencia St., 4th Floor
Pensacola, Florida 32502

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and effective as of September 6, 2024, by and between Goodson Consulting & Investment L.L.C., a Florida limited liability company ("Grantor"), and Red Feather Developers, LLC, a Florida limited liability company ("Grantee") (Grantor and Grantee being referred to herein sometimes as the context may require individually as a "Party", and collectively as the "Parties").

RECITALS

A. Grantor is the record owner of that certain real property located in the State of Florida, County of Escambia, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Grantor Parcel");

B. Grantee is the owner of that certain real property located in State of Florida, County of Escambia, more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Red Feather Parcel", and together with the Grantor Parcel, the "Parcels");

C. Subject to the terms hereof, Grantor agrees to grant to Grantee an easement(s) upon, over, and across that portion of the Grantor Parcel more particularly described herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, \$10.00, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant to Grantee and Grantee's heirs, successors, and assigns, a perpetual nonexclusive easement (the "Easement") for pedestrian ingress and egress, and installing, placing, constructing, operating, repairing, maintaining, rebuilding, and replacing, subject to applicable laws and this Agreement, sidewalks, fences, landscaping, facilities, conduits, utility lines, infrastructure, fixtures, and equipment, for benefit of Grantee, its successors and assigns, and its tenants, lessees, employees, contractors, licensees and invitees, upon, over, across, and under, that certain portion of the Grantor Parcel delineated as the "10' Easement Area" on Exhibit "C" attached hereto and made a part hereof (the "Easement Area").

2. Scope of Use. The Easement granted hereby shall be for installation of a sidewalk(s), pathways, landscape buffer, fence, and utilities for benefit of the Red Feather Parcel, and reconfiguring a drainage ditch currently situate on the Easement Area to include, without limitation, installing an underground storm water drainage conduit/pipe and system with tie in to the Grantor Parcel. Grantee shall be responsible for all costs incurred in connection with construction of any of the aforesaid improvements in accordance with details shown on Exhibit "C", and the conceptual plan on Exhibit "D" attached hereto, and for obtaining all permits and other governmental approvals necessary therefore. Additionally, Grantee is expressly permitted to grant the following:

- a. Easement in favor of the owners of the parcels of real property having the Escambia County Parcel Id Nos. 000S009001002195, and 000S009001001195 over the Easement Area for pedestrian egress for life safety purposes, specifically for use in emergency situations (such as a fire or other emergency event that make it necessary or prudent to evacuate persons to the nearest public right of way); and
- b. Easement over the Easement Area in favor of the owner of the parcel of real property having Parcel Id No. 000S009001001195 for transporting residential trash cans across the Easement Area for pick up by the applicable sanitation service provider under reasonable time frames for drop off and pick up, such trash cans not to be stored or placed temporarily or permanently in the Easement Area.

- c. Any easements granted by Grantee to such landowners in advance of this Easement shall be expressly ratified and approved by execution of this Agreement provided they comply with the aforesaid limited use and rights.

3. Exclusive Rights. Grantee, its successors and assigns have the exclusive right to install a fence(s), wall, or other structure on the easternmost boundary of the Easement Area (abutting the Grantor and Red Feather Parcels) as a barrier preventing regular pedestrian access to the Easement Area from the Grantor Parcel for benefit of the Red Feather Parcel. Such exclusive rights do not prohibit the regular flow of underground storm water runoff through an underground conduit/pipe designed and engineered by Grantee to handle the continue flow of storm water run-off from the Grantor Parcel. Notwithstanding anything to the contrary herein, if at any time, Grantor redevelops the Grantor Parcel, and such redevelopment causes a legal requirement for emergency egress and the only legal means of egress would be across and over the Easement Area, Grantor shall have a springing right to egress access over and upon the Easement Area for such legally required emergency egress access, and Grantee agrees to install a gate with access to the Easement Area from the Grantor Parcel.

4. Covenants to Run With the Land. Subject to any limiting provisions hereof, the Easement granted hereby shall run with and be appurtenant to the land described herein, and shall inure to and be enforced by any current or subsequent owner, lease holder, mortgage holder, successor, assign, or other party having an interest in and to any of the parcels described herein. Further, all such covenants, conditions, rights, obligations, terms and provisions in this Agreement shall be binding and enforceable upon and against the Parties hereto and their respective heirs, successors and assigns. In furtherance of the foregoing and not in limitation thereof, each subsequent owner of all or any portion of title to the Grantor and Red Feather Parcel, or interest therein shall, by acceptance of the deed of conveyance thereto, be deemed to have assumed and agreed to pay and perform (and not merely to have taken title "subject to") all obligations in this Agreement that accrue while such owner owns such title. In the event that a homeowners' association and/or condominium association is created affecting the Red Feather Parcel, the Grantee shall ensure that the obligations herein shall be included as affirmative obligations of the applicable association in the governing documents for the subdivision.

5. Maintenance of the Easement Area; Dumpster Enclosure. Grantee shall, at Grantee's cost and expense, maintain the Easement Area in good condition and repair; provided, however, that if any damage to the infrastructure of the Easement Area is the result of the negligence or willful misconduct of Grantor (or Grantors' agents, guests, or other invitees), then Grantor shall be solely liable to repair such damage. No temporary or permanent obstructions shall be placed or suffer to exist on or across any portion of the Easement Area unless such obstruction is temporary and necessary to repair the Easement Area. Grantee acknowledges that it will be responsible for any costs arising from installation and maintenance of any underground storm water drainage pipe in place of any existing drainage ditch within the Easement Area.

Furthermore, in consideration of the rights granted by Grantor hereunder, Grantee shall construct a code compliant dumpster enclosure with water supply and water drain for cleaning such dumpsters for benefit of two (2) commercial dumpsters serving the Grantor Parcel (collectively, the Dumpster Improvements") in the general location along the northerly border of the parking lot area depicted on Exhibit "C" attached hereto. Grantee's obligation shall be a one-time right and any future relocation of such dumpster(s) by Grantor shall not obligate Grantee to reconstruct any future Dumpster Improvements. The conceptual rendering of the proposed form of dumpster enclosure is depicted on Exhibit "C" by reference to "Dumpster Enclosure Detail". Grantee shall construct the Dumpster Improvements at its sole cost and expense. Grantee shall commence construction of the Dumpster Improvements upon commencement of the construction of improvements on the Red Feather Parcel. Upon completion, Grantor shall maintain the Dumpster Improvements at its sole cost and expense. If Grantee fails to construct the Dumpster Improvements, Grantor may seek any remedy at law or equity, including injunctive relief.

6. Insurance and Indemnity

a. Insurance. Grantee shall obtain a commercial general liability insurance policy covering all damage or injury caused by the negligence of the other Party or any of its agents or invitees. The public liability insurance shall have at least a One Million Dollars (\$1,000,000.00) coverage limit for bodily injury, personal injury, and property damage from a single occurrence. Grantor shall be named as additional insureds in the Grantee's policy.

b. Indemnity. Each Party agrees to indemnify the other from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof (expressly excluding attorneys' fees and expenses) incurred by any other Party or its officers, directors, employees, agents, contractors, invitees, licensees and other occupants of any portion of the Parcels resulting or arising from the exercise, use or enjoyment of any rights or easements granted or declared herein or resulting from or arising out of any violation by such Party of any of the terms or provision of this Agreement. Furthermore, each Party shall indemnify and save the other Party harmless from and against any and all loss, costs, damages, expenses incidental to the defense thereof (expressly excluding attorneys' fees and expenses) incurred by the other Parties resulting or arising from any injury or death of persons or damage to property which occurs on the Easement Area in any manner directly or indirectly grows out of or in connection with the use, occupancy or condition of the Easements by the other Party or its officers, directors, employees, agents, contractors, invitees, licensees and other occupants. Provided, however, such Party shall not so indemnify and save harmless the other Party from the consequences of any grossly negligent or intentional acts of the other party from the consequences of the other Party's failure to maintain any Easement area pursuant to the terms of this Agreement.

7. Notices. Any notice, report or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is sent or delivered to the receiving party at the addresses set forth hereinbelow and: (a) is sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. Mail; (b) is sent by overnight delivery using a nationally recognized overnight courier; (c) is delivered by hand; or (d) sent by electronic mail with confirmation and a copy sent by first class mail, in each case addressed to the intended recipient at the address set forth in the initial paragraph hereof. Either Party may change the address to which notices given under this Agreement shall be sent by providing written notification of such change to the other party hereto, which notification shall be effective on the fifth (5th) day after receipt by such other party of such notification.

If to Grantor: 243 Sabine Drive
Pensacola Beach, FL 32561
Attn: Tracy L. Goodson

If to Grantee: 5 Portofino Drive, Unit 1407
Pensacola Beach, FL 32561
Attn: Andrew Rothfeder

8. Joinder of Mortgagees. All necessary holders of mortgages encumbering any portion of the affected property as of the date hereof, if any, join in the execution of this Agreement in order to submit their interests in the affected property to the terms of this Agreement, and such mortgages are hereby, without the necessity for any additional instrument, made subordinate and inferior to the terms of this Agreement. Any future mortgages shall automatically and similarly, without necessity of any additional instrument, be subject and subordinate to the terms of this Agreement.

9. Dispute Resolution.

a. Dispute. The Parties shall resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "Dispute"), under the provisions of Sections 9(b) through 9(d). The procedures set forth in Sections 9(b) through 9(d) shall be the exclusive mechanism for resolving any Dispute that may arise from time to time, and Sections 9(b) through 9(c) are express conditions precedent to binding arbitration of the Dispute.

b. Negotiations. A Party shall send written notice to the other party of any Dispute ("Dispute Notice"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than three (3) negotiation sessions attended by the principals of each Party having decision making authority. If a Dispute is not resolved within thirty (30) calendar days after one Party delivers the Dispute Notice to the other Party, whether the negotiation sessions take place or not, either Party may initiate mediation under Section 9(c) (the last day of such time period, the "Escalation to Mediation Date").

c. Mediation.

i. Subject to Section 9(b), the Parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service or mediator for mediation by providing to the mediation service or mediator a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service or mediator, and shall cooperate with the mediation service or mediator, and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

ii. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

d. Litigation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, within sixty (60) days after the Escalation to Mediation Date, thereafter, the Dispute shall be settled in state court in Escambia County, Florida. THE PARTIES HERETO KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM HAVE OR MIGHT HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, DEFENSES, COUNTER-CLAIMS, THIRD PARTY CLAIMS OR CONTROVERSIES, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OTHERWISE RELATED TO, THIS AGREEMENT AND THE ACTS OR FAILURES TO ACT OF THE PARTIES HERETO.

10. Attorneys' Fees. In the event the Grantor or the Grantee initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

11. Captions. The captions preceding the text of each section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

12. Severability. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

13. No Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

14. Exhibits. The exhibits attached to this Agreement are, by this reference, made a part of this Agreement.

15. Duration. This Agreement and the rights granted herein shall be perpetual and shall terminate only upon agreement of the then owners of the Grantor Parcel and the Red Feather Parcel, or as otherwise expressly set forth in this Agreement, in which case the Parties shall cooperate to promptly execute a recordable instrument evidencing such termination.

16. Estoppel Certificates. Each party hereto will, within ten (10) business days following a written request by the other, execute an estoppel certificate certifying to such facts reasonably requested by the requesting party (if true) regarding this Agreement, and agreeing to such notice provisions and other matters as the requesting party's mortgagee, lessor or purchaser may reasonably require in connection with present or future financing, lease or sale of the Grantor Parcel or the Red Feather Parcel (as applicable). A failure to execute the certificate within ten (10) business days after receipt of any such written request shall conclusively constitute verification that this Agreement is in full force and effect, that neither Party is in default hereunder in any respect, and that the non-requesting party agrees to all requested notice provisions and other requested provisions. The non-requesting party shall thereafter be estopped from any defense to the foregoing verifications and agreement.

17. Amendment. This Agreement may be amended by consent of all Parties hereto, which consent shall not be unreasonably withheld. An amendment shall become effective upon recording in the Public Records of Escambia County, Florida. Any consent to an amendment by a mortgagee shall be evidenced by a signed instrument attached to the amendment and recorded therewith. With respect to any amendment, for purposes of consent and execution of an amendment, the "Owner" of any parcel, may be considered a home owners' association, or condominium owners' association formed under Chapter 720 or Chapter 718, respectively, of the Florida Statutes, and any amendment or modification to this Agreement may be executed by the duly authorized officer of such association in lieu of all individual residential owners having an interest in such Parcel, and the execution thereof shall be binding on all Parties hereto.

18. Time is of the essence of this Agreement.

19. Counterparts. This Agreement, and any amendments thereto, may be executed and delivered in several counterparts, each of which shall be deemed an original. The signatures may be executed and notarized on separate pages, and when attached to each other shall constitute one (1) complete document.

20. Grantor Limited Right to Terminate. This Agreement is entered into in furtherance of Grantee's development of residential townhomes on the Red Feather Parcel. Subject to delays caused by a Force Majeure Event (as defined hereinbelow), if Grantee does not commence construction of its proposed development consisting of residential townhomes within two (2) years of the date of the recording of this Agreement, and complete construction of such improvements within four (4) years of the date of recording this Agreement, Grantor shall have the unilateral right to terminate this Agreement. For the avoidance of doubt, a recorded notice of commencement for Grantee's proposed development filed in good faith shall evidence Grantee's compliance with the covenant of commencement set forth above, and a certificate of occupancy for one or more improvements shall evidence compliance with the completion covenant set forth above. If Grantor commences any re-development of the Grantor Parcel prior to Grantee commencing development and construction of the improvements on the Red Feather Parcel, Grantee agrees to commence construction of the Dumpster Improvements referenced in Section 5, even if Grantee has not commenced development and construction of the improvements on the Red Feather Parcel. Any prevention, delay or stoppage due to strikes, lockouts, acts of God, pandemics causing impossibility of performance, enemy or hostile governmental action, civil commotion, fire or other casualty, beyond the control of the Party obligated to perform (each, a "Force Majeure Event") shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of September 6, 2024.

Signed, sealed and delivered
in the presence of:

Print Name: William E Farrington II

Address of Witness 1:

307 S. Palafox St.
Pensacola FL 32502
Angie Bonds
Print Name: Angie Bonds

Address of Witness 2:

307 S. Palafox St.
Pensacola FL 32502

GRANTOR:

Goodson Consulting & Investment L.L.C.,
a Florida limited liability company

By: [Signature]
Name: Tracy L. Goodson
Title: Manager
Date: 09/06/2024

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of September, 2024, by Tracy L. Goodson, the MANAGER of Goodson Consulting & Investment L.L.C., a Florida limited liability company, on behalf of said company, ☒ who is personally known to me or ☐ who has produced _____ as identification.



WILLIAM E FARRINGTON II
Commission # HH 316196
Expires November 1, 2026

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: _____

(SEAL)

Signed, sealed and delivered
in the presence of:

Charles F. James
Print Name: Charles F. James

Address of Witness 1:

125 E Intendencia St.
Pensacola, FL 32502

JoAnne Donatella
Print Name: JoAnne Donatella

Address of Witness 2:

125 E. Intendencia St.
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of September, 2024, by Andrew E. Rothfeder as Manager of Red Feather Developers, LLC, a Florida limited liability company, on behalf of said company, ☒ who is personally known to me or ☐ who has produced _____ as identification.



(SEAL)

GRANTEE:

Red Feather Developers, LLC,
a Florida limited liability company

By: Andrew E. Rothfeder
Name: Andrew E. Rothfeder
Title: MANAGER
Date: 9/6/24

Charles F. James IV
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: _____

EXHIBIT "A"
Grantor Parcel

Parcel 1:

The North 50 feet of Lot 175 and of the East 44 feet 6 inches of Lot 176; the West 35 feet 6 inches of Lot 176 and all of Lot 177, Block 26, Old City Tract, according to Map of said City Copyrighted by Thomas. C. Watson in 1906.

And:

That portion of Lot 176, Block 26, Old City Tract, according to Map of said City of Pensacola Copyrighted by Thomas C. Watson in 1906, described as follows: Commencing at the Southeast corner of said Block 26 thence South 77 degrees 59 minutes 05 seconds West along the South line of said Block a distance of 125.17 feet to a Cross Mark in the Sidewalk; thence North 11 degrees 21 minutes 15 seconds West a distance of 79.39 feet for the Point of Beginning; thence continue North 11 degrees 21 minutes 15 seconds West a distance of 41.77 feet to an iron rod in the South line of a Brick Wall; thence North 78 degrees 10 minutes 40 seconds East along the South line of a Brick Wall a distance of 44.68 feet to a Point in the East Line of said Lot 176; thence South 11 degrees 22 minutes 50 seconds East along the East line of said Lot 176 a distance of 41.46 feet; thence South 77 degrees 46 minutes 20 seconds West a distance of 44.90 feet to the Point of Beginning.

And:

The North 20 feet of the South 40 feet of the North 90 feet of Lot 175, Block 26, Old City Tract, Pensacola, Escambia County, Florida according to Map of said City Copyrighted by Thomas C. Watson in 1906.

And:

The South 20 feet of the North 90 feet of Lot 175, Block 26 Old City Tract, Pensacola, Escambia County, Florida, according to Map of said City Copyrighted by Thomas C. Watson in 1906.

And also:

That portion of Lots 176 and 177, Block 26, Old City Tract according to the Map of said City Copyrighted by Thomas C. Watson in 1906, described as follows: From the Southeast corner of said Block 26 run South 77 degrees 59 minutes 05 seconds West along the South line of said Block a distance of 168.78 feet to the Outside Edge of the West wall of a Brick Building; thence North 11 degrees 04 minutes 20 seconds West a distance of 79.23 feet to the Point of Beginning of the parcel hereby conveyed; thence continue North along the same course a distance of 1.61 feet; thence North 77 degrees 43 minutes 55 seconds East along the outside North wall of the building fronting on Intendencia Street and situated on approximately the East 44.74 feet of the South 80 feet of said Lot 176, and an extension Westerly of the North line of said wall a distance of 87.93 feet to a Point in the East line of said Lot 176; thence South 11 degrees 22 minutes 50 seconds East along said East line of Lot 176 distance of 1.68 feet; thence South 77 degrees 46 minutes 20 seconds West a distance of 87.93 feet to the Point of Beginning.

Less and except:

That portion of Lots 176 and 177, Block 26, Old City Tract, according to Map of said City of Pensacola Copyrighted by Thomas C. Watson in 1906, described as follows: Commencing at the Southeast corner of said Block 26; thence South 77 degrees 59 minutes 05 seconds West along the South line of said Block a distance of 125.17 feet to a cross mark in the sidewalk for the Point of Beginning; thence continue South 77 degrees 59 minutes 05 seconds West along the South line of said Block a distance of 43.61 feet; thence North 11 degrees 04 minutes 20 seconds West along the West line of a Brick Wall a distance of 79.23 feet; thence North 77 degrees 46 minutes 20 seconds East a distance of 43.23 feet; thence South 11 degrees 21 minutes 15 seconds East a distance of 79.39 feet to the Point of Beginning.

EXHIBIT "B"

Red Feather Parcel

Parcel 1:

Commence at the Southwest corner of Block 26, Old City Tract, City of Pensacola, as copyrighted by Thomas C. Watson in 1906; thence proceed North 89° 02' 20" East along the South line of said Block 26, a distance of 10.00 feet to the Point of Beginning, said point being the intersection of the North right of way (R/W) line of Intendencia Street (R/W varies) and the East R/W line of Baylen Street (R/W varies); thence proceed North 00° 08' 28" East along said East R/W line of Baylen Street a distance of 119.10 feet; thence depart said line, proceed North 89° 11' 00" East a distance of 66.55 feet; thence proceed North 00° 02' 03" West a distance of 53.84 feet; thence proceed North 89° 23' 23" East a distance of 60.08 feet; thence proceed South 00° 06' 23" East a distance of 172.39 feet to the aforementioned North R/W line of Intendencia Street; thence proceed South 89° 02' 20" West along said North R/W line a distance of 127.22 feet to the Point of Beginning. Lying and being part of Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

AND

Parcel 2:

THE SOUTH 76.00 FEET OF THE WEST HALF OF LOT 195, BLOCK 26, OLD CITY TRACT
ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA
BY THOMAS C. WATSON DATED 1906.

More particularly described as follows:

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PORTION OF LOT 179 AND OF THE WEST HALF OF LOT 195, AND THE ENTIRETY OF LOT 178, ALL INCLUSIVE, BLOCK 26, OLD CITY TRACT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA BY THOMAS C. WATSON DATED 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA, AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 79°16'10" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26 FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES). THENCE PROCEED NORTH 09°37'53" WEST ALONG SAID EAST R/W LINE OF BAYLEN STREET FOR A DISTANCE OF 119.10 FEET; THENCE DEPARTING SAID EAST R/W LINE, PROCEED NORTH 79°32'28" EAST FOR A DISTANCE OF 66.63 FEET TO A POINT ON THE EAST LINE OF LOT 179 OF AFORESAID BLOCK; THENCE PROCEED NORTH 09°54'32" WEST ALONG AFORESAID EAST LINE OF LOT 179 AND EAST LINE OF LOT 194 OF THE AFORESAID BLOCK FOR A DISTANCE OF 130.55 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 79°00'57" EAST FOR A DISTANCE OF 39.98 FEET TO THE EAST LINE OF THE WEST HALF OF LOT 195 OF AFORESAID BLOCK; THENCE PROCEED SOUTH 10°02'50" EAST ALONG THE EAST LINE OF SAID WEST HALF OF LOT 195 FOR A DISTANCE OF 76.22 FEET TO THE SOUTH LINE OF SAID LOT 195; THENCE PROCEED NORTH 79°20'26" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 20.06 FEET TO THE NORTHEAST CORNER OF LOT 178 OF SAID BLOCK; THENCE PROCEED SOUTH 09°53'32" EAST ALONG THE EAST LINE OF SAID LOT 178 FOR A DISTANCE OF 173.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 178 LOCATED ON THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 79°16'10" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.37 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

EXHIBIT C
Easement Area, Dumpster Improvements, and Storm water Detail

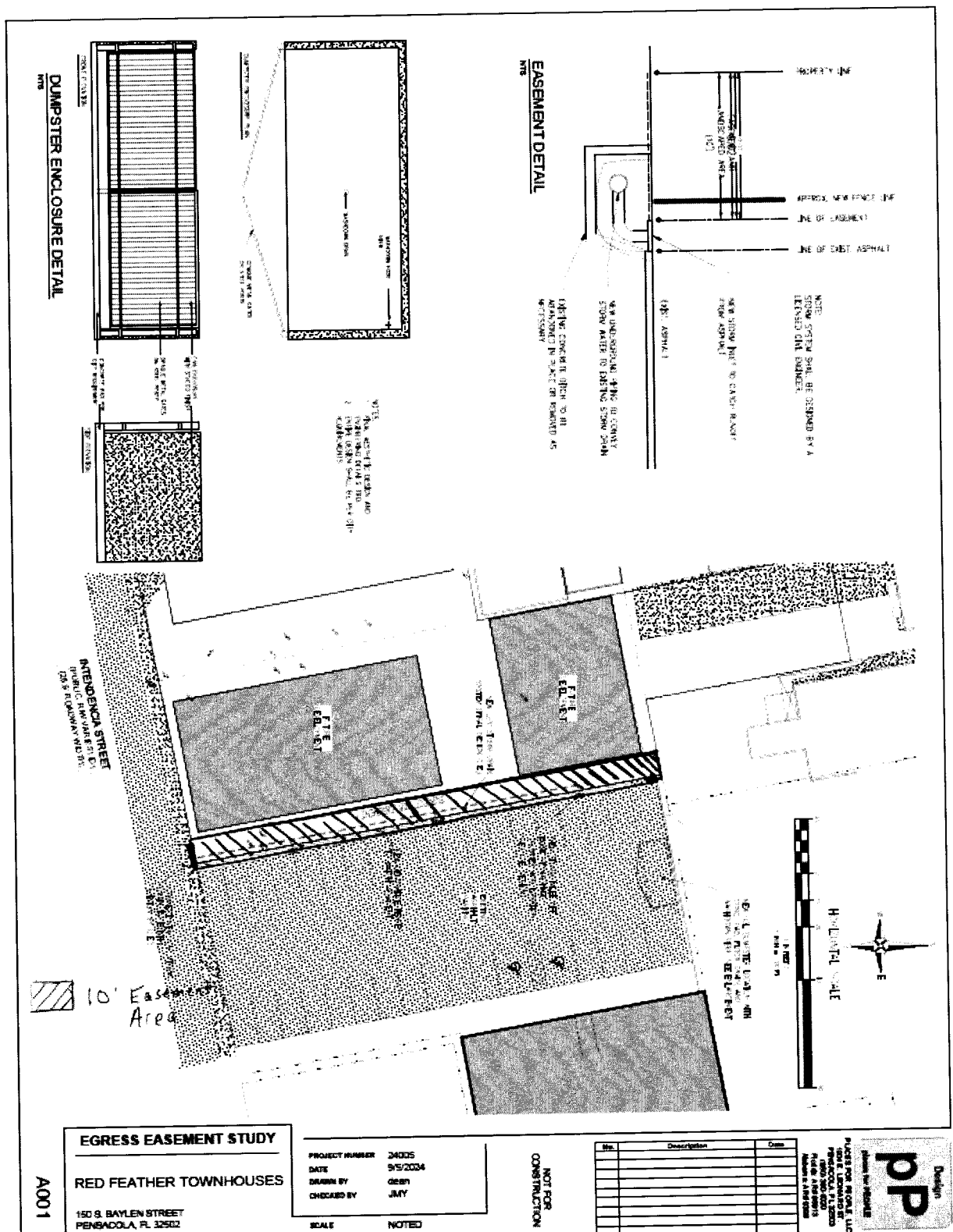
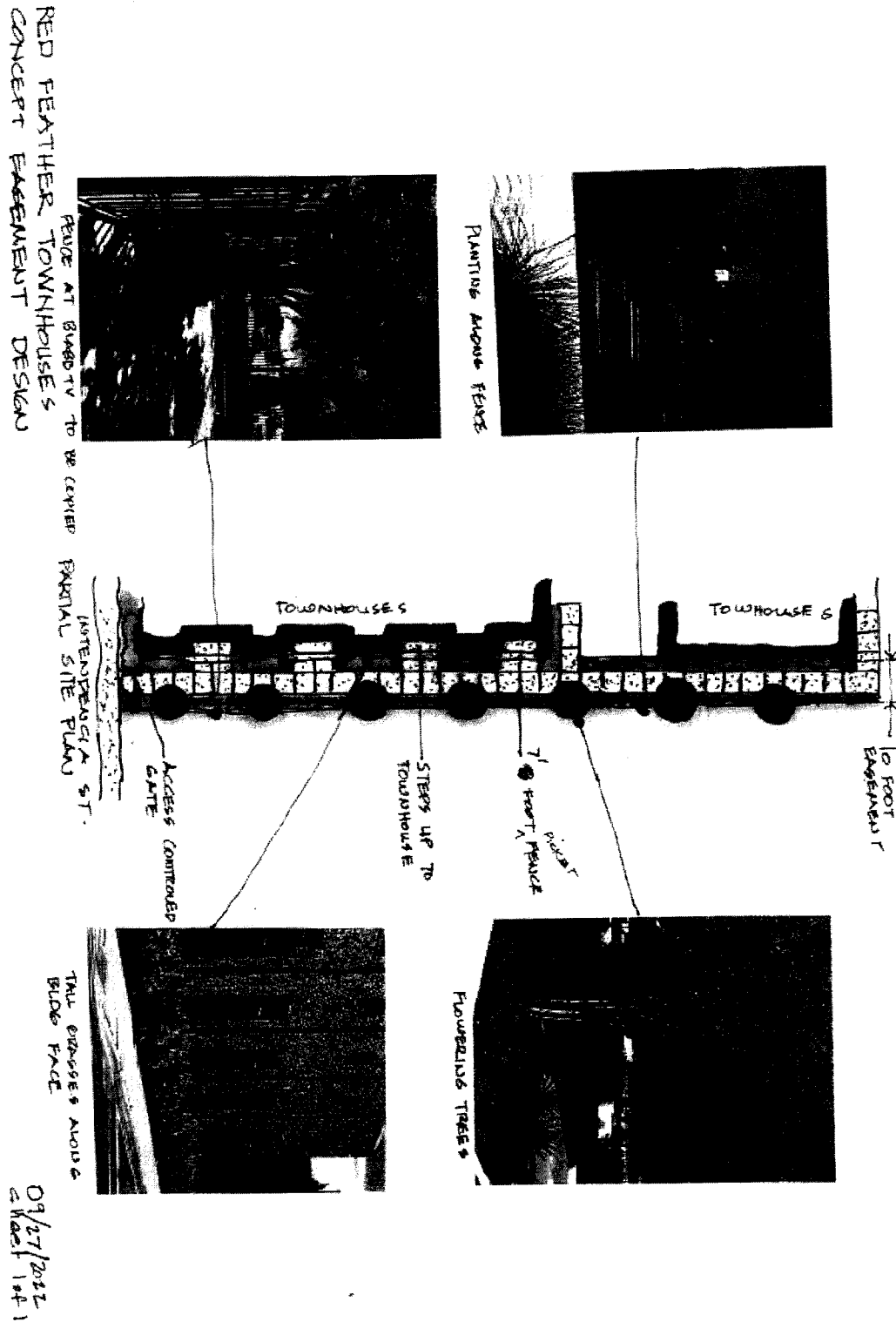


EXHIBIT D
Conceptual Plan of Easement Area Development



EASEMENT AGREEMENT

THIS AGREEMENT dated May 6, 2022, is entered into by and between RED FEATHER DEVELOPERS, LLC (hereafter "Red Feather"), and 21 WEST ROMANA, LLC (hereafter "21 West").

WHEREAS, Red Feather owns the property identified as the Baylen Street Parking Lot, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, 21 West owns the property identified as the Brewery, more particularly described on Exhibit "B" attached hereto and made a part hereof; and

WITNESSETH:

1. Grant of Easement. At such time that Red Feather gives notice that temporary access (See Exhibit "D") has been terminated, Red Feather shall grant 21 West a perpetual non-exclusive easement across the Eastern portion of Red Feather's property, identified as the "Easement Area" (and highlighted) on Exhibit "C" solely for pedestrian egress for life safety purposes, specifically for use in emergency situations (such as a fire or other emergency event that makes it necessary or prudent to evacuate personnel from 21 West to the nearest public right of way) to Intendencia Street, the boundaries of such easement being shown in Exhibit "D." The granting of this easement is expressly conditioned on Red Feather acquiring easement rights over the western boundary of property owned by Blab-TV of the highlighted area shown as the "Easement Area" (and highlighted) on Exhibit "C."
2. Defend, Hold Harmless and Indemnity Agreement. 21 West agrees to defend, hold harmless and indemnify Red Feather against any and all claims, actions, and causes of action, administrative actions, and/or lawsuits, caused by or arising in any manner from the use of this easement.
3. Dispute Resolution. The parties agree that venue and jurisdiction for any action to enforce the rights and obligations created herein shall be exclusively in state court in Pensacola, Florida, and EXPRESSLY AGREE TO WAIVER OF RIGHT TO TRIAL BY JURY. The prevailing party shall be entitled to recover all attorney's fees, all costs, including without limitation taxable costs, including without limitation all attorney's fees and

costs incurred in finalizing a supplemental judgment for attorney's fees and costs.

The parties hereto execute this Easement Agreement as follows:

RED FEATHER DEVELOPERS, LLC

By: [Signature]
Print Name: Andrew E. Rothfeder
Title: MANAGER

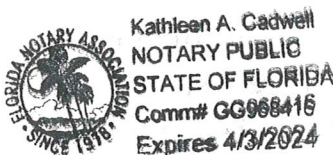
21 WEST ROMANA, LLC

By: [Signature]
CHARLES S. LIBERIS
Member/Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, this day personally appeared Andrew Rothfeder, as Manager of RED FEATHER DEVELOPERS, LLC, who stated that he/she signed the foregoing document in the capacity therein stated, and said Affiant is ☒ personally known to me, or [] produced _____ as identification.

SWORN TO and subscribed before me, this the 20 day May, 2022.

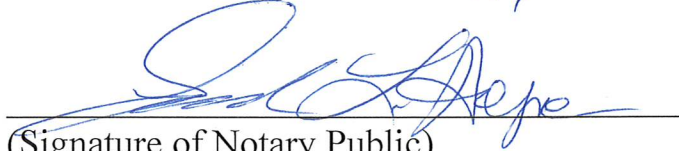


Kathleen A. Cadwell
(Signature of Notary Public)
Print Name: Kathleen A. Cadwell
Notary for State of Florida
My Commission Expires: 4/3/2024
Commission Number: GG968416

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, this day personally appeared
CHARLES S. LIBERIS, as Member/Manager of 21 WEST ROMANA, LLC, who
stated that he signed the foregoing document in the capacity therein stated, and
said Affiant is ☒ personally known to me, or ☐ produced _____
as identification.

SWORN TO and subscribed before me, this the 6th day May,
2022.

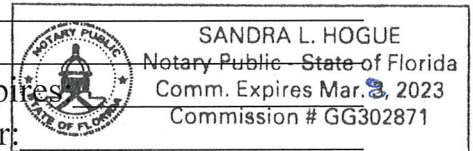

(Signature of Notary Public)

Print Name: _____

Notary for State of _____

My Commission Expires _____

Commission Number: _____



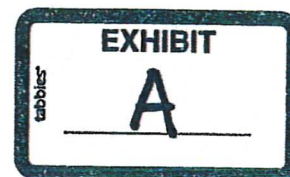
OR Bk3857 Pg0781
INSTRUMENT 00245808

Instrument 00245808
Filed and recorded in the
Official Records
OCTOBER 26, 1995
at 01:28 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida

EXHIBIT "A"

PARKING LOT PARCEL:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED N 89° 02' 20" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 00° 08' 28" EAST ALONG SAID EAST R/W LINE OF BAYLEN STREET A DISTANCE OF 119.10 FEET; THENCE DEPART SAID LINE, PROCEED NORTH 89° 11' 00" EAST A DISTANCE OF 66.55 FEET; THENCE PROCEED NORTH 00° 02' 03" WEST A DISTANCE OF 53.84 FEET; THENCE PROCEED NORTH 89° 23' 23" EAST A DISTANCE OF 60.08 FEET; THENCE PROCEED SOUTH 00° 06' 23" EAST A DISTANCE OF 172.39 FEET TO THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 89° 02' 20" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.



3/6/2021

Landmark Web Official Records Search

Recorded in Public Records 08/02/2012 at 09:27 AM OR Book 6890 Page 922,
Instrument #2012059497, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$10.00 Deed Stamps \$7.00

This Document Prepared By and Return to:
Liberis Law Firm
212 West Intendencia Street
Pensacola, FL 32502

Parcel ID Number: 152S304101000000

Quitclaim Deed

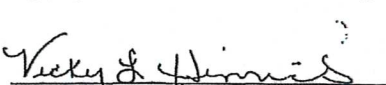
This Quitclaim Deed, Made this 25th day of July, 2012 A.D., Between Charles S. Liberis, a married man as his non-homestead property of the County of Escambia, State of Florida, grantors, and 21 W. Romana, LLC, a Florida Limited Liability Company existing under the laws of the State of Florida whose address is: 212 W. Intendencia Street Pensacola, FL 32502 of the County of Escambia, State of Florida, grantees.

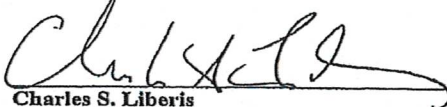
Witneseth that the GRANTORS, for and in consideration of the sum of ----- TEN DOLLARS (\$10)-----, and other good and valuable consideration to GRANTORS in hand paid by GRANTEEES, the receipt whereof is hereby acknowledged, have granted, bargained and quitclaimed to the said GRANTEEES and GRANTEEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Escambia State of Florida to wit:

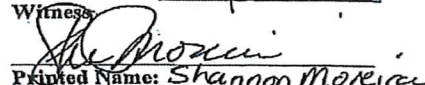
The East ¼ of Lot 195, Block 26, Old City Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantees forever.
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: Vicky L. Hinrichs
Witness

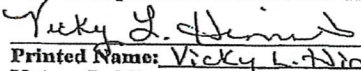
 (Seal)
Charles S. Liberis
Address: 212 W. Intendencia St. Pensacola, FL 32502


Printed Name: Shannon Merline
Witness

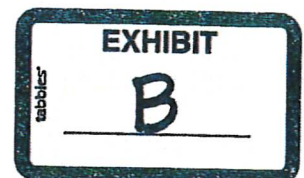
STATE OF Florida
COUNTY OF Escambia

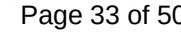
The foregoing instrument was acknowledged before me this 25th day of July, 2012 by Charles S. Liberis, who is personally known to me or who have produced their Florida driver's license as identification.




Printed Name: Vicky L. Hinrichs
Notary Public
My Commission Expires: 11/3/2015

L:\Documents\LAND DEVELOPMENT\REAL ESTATE OWNED\21 W. Romana\2012-07-25 QCD-Charles to 21 W. Romana.doc





TEMPORARY LICENSE AGREEMENT

COMES NOW RED FEATHER DEVELOPERS, LLC (hereafter "Red Feather"), DRUG FREE WORKPLACES, INC. (hereafter "Drug Free Workplaces"), and 21 WEST ROMANA, LLC (hereafter "21 West"), and agree as follows:

Red Feather owns the property that is more particularly described in Exhibit "A."

21 West owns the property that is more particularly described in Exhibit "B."

Drug Free Workplaces owns the property that is more particularly described in Exhibit "C."

Red Feather and Drug Free Workplaces hereby grant a temporary license to 21 West over the area marked in Exhibit "D" on the following terms and conditions:

1. Term of the License. The temporary license shall begin immediately, and shall terminate 10 days after written notice of termination by Red Feather.
2. Restrictions on Use of License. The sole purpose of this license shall be for vehicular ingress/egress over the property of Red Feather and Drug Free Workplaces to the parking/trash container area located on the property of 21 West, and to make repairs to 21 West. It may not be used for any other purpose, including the parking of vehicles, or any other use inconsistent with the use by Red Feather and Drug Free Workplaces for ingress/egress to their property.
3. Defend, Hold Harmless and Indemnity Agreement. 21 West agrees to defend, hold harmless and indemnify Red Feather and/or Drug Free Workplaces against any and all claims, actions, and causes of action, administrative actions, and/or lawsuits, caused by or arising in any manner from the use of this temporary license by license holder or its agents.



4. Contractual Obligation Only. This license agreement shall be deemed a contractual obligation only by the parties thereto, or not an encumbrance that shall run with the land. Thus, this Agreement is not to be recorded.
5. Dispute Resolution. The parties agree that venue and jurisdiction for any action to enforce the rights and obligations created herein shall be exclusively in state court in Pensacola, Florida, and EXPRESSLY AGREE TO WAIVER OF RIGHT TO TRIAL BY JURY. The prevailing party shall be entitled to recover all attorney's fees, all costs, including without limitation taxable costs, including without limitation all attorney's fees and costs incurred in finalizing a supplemental judgment for attorney's fees and costs.

The parties hereto execute this Temporary License Agreement as follows:

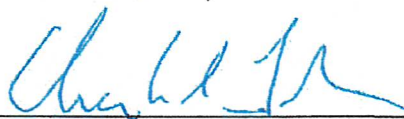
RED FEATHER DEVELOPERS, LLC

By: _____
Print name: _____
Title: _____

DRUG FREE WORKPLACES, LLC

By: _____
Print name: _____
Title: _____

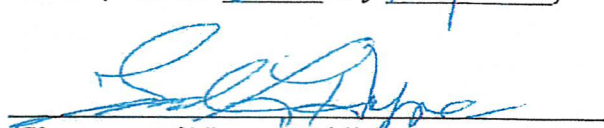
21 WEST ROMANA, LLC

By:  _____
CHARLES S. LIBERIS
Member/Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, this day personally appeared
CHARLES S. LIBERIS, as Member/Manager of 21 WEST ROMANA, LLC, who
stated that he signed the foregoing document in the capacity therein stated, and
said Affiant is ☒ personally known to me, or ☐ produced _____
as identification.

SWORN TO and subscribed before me, this the 10th day May,
2022.

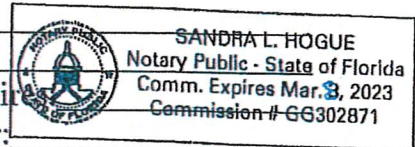

(Signature of Notary Public)

Print Name: _____

Notary for State of _____

My Commission Expires _____

Commission Number: _____



Department:	Comments:
Planning	All comments resolved.
FIRE	All comments resolved.
PW/E	No comments related to the subdivision. Comments have been issues pertaining to the civil site work permit 24-12-7876.
Surveyor	All survey comments have been addressed.
Inspection Svcs	All comments resolved.
Pensacola Energy	No comments or concerns.
ECUA	It is my understanding that the utilities within this subdivision will be private, however, if the sewer connection will be 8" or greater, than the developer should apply with ECUA Engineering for a System Extension Project (if they haven't already). Jason Rebol is familiar with that procedure. No other comments on the final plat.
FPL	No comments or concerns.
ATT	No comments or concerns.
FDOT	No comments or concerns.
CRA	No comments or concerns.
Parking	No comments or concerns.
Airport	No comments or concerns.
Arborist	No comments or concerns.



MINUTES OF THE PLANNING BOARD
September 10, 2024

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Sampson, Board Member Villegas

MEMBERS ABSENT: Board Member Van Hoose

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Planning & Zoning Manager Cannon, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Coordinator Statler, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris

OTHERS PRESENT: Jack Myslack, Jason Rebol, Andrew Rothfeder, Buck Lindsay

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 13, 2024

New Business:

- Request for Preliminary Plat Approval – Red Feather Subdivision, 150 S. Baylen Street
- Request for License to Use the City Right-of-Way – 600 S. Palafox Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 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 August 13, 2024, minutes, seconded by Board Member Powell, and it carried 6:0.

New Business –

Request for Preliminary Plat Approval – Red Feather Subdivision, 150 S. Baylen Street

Rebol-Battle & Associates, LLC, is requesting preliminary plat approval on behalf of Red Feather Developers for a subdivision at 150 S. Baylen Street. This project is located within the C-2A zoning district, of which two (2) parcels will be subdivided into thirteen (13) lots to accommodate eleven (11) single-family attached residences and an additional two (2) parcels owned by the homeowners' association. The properties also fall within the Palafox Historic Business District, where all development is subject to review by the Architectural Review Board, the CRA Urban Core, and the Dense Business District.

Mr. Rebol presented to the Board. Chairperson Ritz reiterated comments from past submittals and commented that the development would be much better than the existing parking lot. There are residential developments of a similar nature nearby and it represented a good use of urban space. Board Member Grundhoefer asked about the north common area in Parcel B and its access, and Mr. Rebol pointed out an easement along the east of the development, and that it will likely be an amenity area for the residents. The easement on the east side is on the neighboring property, and the easement dedication documents will be provided with the final plat documents. Mr. Rothfeder also presented to the board. He is the developer of the project. The easement has already been recorded. Currently, that area is landscaping and a drainage ditch. The stormwater will be put underground, and a sidewalk and landscaping will be placed on top. Mr. Grundhoefer also asked about existing on-side parking lot curbs which are shown on the plat, but which will be removed during development.

Board Member Powell made the motion to approve as submitted. The motion was seconded by Board Member Grundhoefer, and it carried 6:0.

Request for License to Use the City Right-of-Way – 600 S. Palafox Street

Winford Lindsay (Lindsay, Pope, Brayfield & Associates, Inc.), on behalf of Pensacola Palafox Lodging LLC, is requesting approval for a license to use the city right-of-way at 600 S. Palafox Street. The purpose of this application is to allow for the construction of an awning overhang which will be structurally attached to the right-of-way by decorative columns. The awning will extend over the sidewalk along S. Palafox Street and also over the sidewalk along Cedar Street where a future patio and outdoor seating area will be. The full overhang encroachment will measure 79' x 5'-4" along the Cedar Street frontage and 195'-8" x 6'-3" along the Palafox Street frontage. This property is located in the Palafox Historic Business District and the overall hotel project, including the aesthetics of the subject canopy, was approved by the Architectural Review Board in April 2024.

Mr. Lindsay, architect for the project, presented to the Board. Chairperson Ritz commented that the Board is not necessarily considering aesthetics of the development, but only the license to use the right-of-way portion for the awning structurally attached to the right-of-way. He appreciated the public amenity such as an awning which will protect people from rain, and which is a common building element in the area. The board is usually favorable to license to use applications. Board Member Villegas asked for the scope to be clarified, and Mr. Lindsay responded that the canopy would extend along the full S. Palafox building elevation and halfway along the Cedar Street building elevation. There was another canopy along Cedar Street, but it is not part of the license to use application being reviewed by the Board. Rainwater would be managed with downspouts not incorporated into the columns. Board Member Grundhoefer was in support but had questions regarding a portion of a raised patio in the Cedar Street right-of-way. Mr. Lindsay responded that that

portion was added to give presence to the corner of the building and that it was elevated due to the flood zone requirements. It's there principally to engage the pedestrian experience, as well as guests. Board Member Grundhoefer did not think that was a common encroachment elsewhere. Assistant Planning and Zoning Division Manager Harding responded that the overall development contains several encroachments which were considered "minor encroachments" (the elevated patio, the awnings not structurally attached to the right of way, a vehicle pull over lane on Cedar Street, and a portion of an ADA ramp). Per the LDC, minor encroachments may be approved administratively (through a minor LTU) if certain conditions are met. Those encroachments were reviewed and approved as a minor LTU by the City Engineer and Building Official per the ordinance. Assistant Planning and Zoning Division Manager Harding clarified that the Planning Board application is for the "major" license to use request which is only for the overhead awning structurally attached to the right-of-way. Board Member Grundhoefer thought that the difference between "major" and "minor" was subjective. Staff referenced Sec. 12-11-7(e) and provided it on the screen,

"(e) Approval of minor encroachments. Minor encroachments into the right-of-way may be approved administratively if the conditions of this section are met. Minor encroachments allowed under this section include, but are not limited to, awnings, driveways, and out-swinging doors.

(1) Design standards and regulations. The request shall be reviewed to ensure the minor encroachment does not pose any safety concerns, that a six-foot wide pedestrian path is maintained, and that the minor encroachment does not interfere with any utilities or facilities within the right-of-way.

- a. For out-swinging doors, the permittee must demonstrate a physical barrier has been provided to prevent the door from swinging into anyone within the public right-of-way.
- b. Awnings that project over the right-of-way but do not require support columns in the right-of-way may be considered a minor encroachment.
- c. The building official or city engineer will determine the boundaries of the minor encroachment area.
- d. Failure to maintain the minor encroachment area may result in citations being issued."

Assistant Planning and Zoning Division Manager Harding restated that since those items have already been approved as a "minor LTU" and under a separate process, Planning Board's review is only for the "major LTU" which is the overhead canopy structurally attached to the right-of-way. Board Member Grundhoefer and Board Member Larson provided their opinion that the elevated patio constituted a "major" LTU. Assistant Planning and Zoning Division Manager Harding reiterated that the patio had already been approved administratively as a "minor LTU" per Sec. 12-11-7(e). Chairperson Ritz stated that it is his understanding that the patio can be built since it was approved administratively per the LDC, but that it might not have an awning over it if the application before them was denied. The board had further discussion regarding the interpretation of minor vs major and it appeared that clarifications in the LDC were needed and should be addressed as part of the upcoming LDC assessment.

Board Member Larson made a motion to approve with the caveat that City Council address what is "major" and "minor" in more specific terms for future LTU approvals. Chairman Ritz thought that the motion took on a lot of other issues that go beyond the specific application, and that the question of "major" vs "minor" should be considered separately. Planning

Board can make a recommendation separate of the LTU application to address the LDC. Board Member Larson revised his motion, to approve the LTU as presented. However, he would like to discuss the matter more as part of the Discussion portion of the meeting. Planning and Zoning Division Manager Cannon reminded the Board that the City is in the process of issuing a Request for Proposals for a consulting firm to assess the LDC. The request to clarify definitions could certainly be included in that process and as a priority. Some board members wished to discuss the application further and Board Member Larson rescinded the motion. There was no motion on the floor. The Board continued their discussion on the canopy, major vs minor LTU's, and landscaping. The Board discussed that even though this item brought up a potential issue with the LDC, those issues which should be addressed do not need to weigh down the current LTU application. Those issues (definitions of "minor" vs "major") can be discussed further and addressed as part of the upcoming LDC assessment, if not sooner.

Board Member Villegas made a motion to approve, seconded by Board Member Powell. Board Member Grundhoefer then asked about street trees. Mr. Lindsay stated that there are nine existing crepe myrtles along Palafox which will be retained. There are three healthy crepe myrtles on the property line which are city trees. Those are to be transplanted, either to the street edge, or to the interior of the site. The City's Arborist is happy to assist with that process. So, the street trees will stay. Assistant Planning and Zoning Division Manager Harding pointed out that the property is in zoning district C-2A where developments are exempt from general landscaping requirements in the right-of-way. The developers seem to be going above and beyond in that aspect.

The motion to approve was called to a vote, and it carried 5-1 with Board Member Grundhoefer dissenting.

Open Forum – none

Discussion – Board Member Larson requested that the definition of "major" and "minor" licenses to use be put into the code and clarified when the LDC is formally assessed and rewritten. Staff agreed to carry the request forward and assured the Board that their discussion will be provided to whomever is chosen to take on that project. There was further discussion on the LTU process, fees, types, etc. Staff clarified the city's fee schedule is in the code of ordinances, but it is not in the Land Development Code. Additional discussion was provided on past Board applications and the LDC assessment.

Adjournment – With no further business, the Board adjourned at 3:13 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

Sec. 12-3-8. Commercial land use district.

The regulations in this section shall be applicable to the retail and downtown commercial and wholesale and light industry zoning districts: C-1, C-2A, C-2, and C-3.

(1) *Purpose of district.*

- a. 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. New development and redevelopment projects are strongly encouraged to follow the city's design standards and guidelines contained in section 12-3-121.
- b. 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 that 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. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.
- c. The downtown retail commercial (C-2A) zoning district's regulations are intended to provide a mix of restaurants, retail sales, entertainment, and service establishments with an emphasis on pedestrian-oriented ground floor shops and market spaces.
- d. The commercial retail (C-2) zoning district's regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market.
- e. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

(2) *Uses permitted.*

- a. *C-1, retail commercial zoning district.* Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:
 1. Retail sales and services.
 2. Motels/hotels.
 3. Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.
 4. Car washes.
 5. Movie theaters, except drive-in theaters.
 6. Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
 7. Pet shops with all uses inside the principal building.
 8. Parking lots and parking garages.
 9. Pest extermination services.

-
10. Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.
 11. Business schools.
 12. Trade schools.
 13. Medical marijuana dispensary.
 14. Recreation or amusement places operated for profit.
 15. Accessory buildings and uses customarily incidental to the above uses.
 16. Food truck courts, subject to regulations in section 12-3-95.
- b. *C-2A, downtown retail commercial district.* Any use permitted in the C-1 district with the exception of manufactured home parks, and conditional uses. The following uses with no outside storage or repair work permitted:
1. Bars.
 2. Pool halls.
 3. Newspaper offices and printing firms.
 4. Marinas.
 5. Major public utility buildings and structures including radio and television broadcasting station.
 6. Accessory buildings and uses customarily incidental to the above uses.
- c. *C-2, commercial district (retail).* Any use permitted in the C-2A district and the following uses with no outside storage or repair work permitted:
1. Cabinet shops and upholstery shops.
 2. Electric motor repair and rebuilding.
 3. Garages for the repair and overhauling of automobiles.
 4. Sign shop.
 5. Accessory buildings and uses customarily incidental to the above uses.
- d. *C-3, commercial zoning district (wholesale and limited industry).*
1. Any use permitted in the C-2 district. Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence.
 2. Outside kennels, runs or exercise areas for animals subject to regulations in section 12-3-83.
 3. Growing and wholesale of retail sales of trees, shrubs and plants.
 4. Bakeries, wholesale.
 5. Ice cream factories and dairies.
 6. Quick-freeze plants and frozen food lockers.

7. Boat sales and repair.
8. Outdoor theaters.
9. Industrial research laboratories and pharmaceutical companies.
10. Truck sales and repair.
11. Light metal fabrication and assembly.
12. Contractors shops.
13. Adult entertainment establishments subject to the requirements of chapter 7-3.
14. Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.
15. Retail lumber and building materials.
16. Warehouses.
17. Plumbing and electrical shops.
18. New car and used car lots, including trucks which do not exceed 5,000 pounds.
19. Car rental agencies and storage, including trucks which do not exceed 5,000 pounds.
20. Pawnshops and secondhand stores.
21. Mini-storage warehouses.
22. Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.
23. Accessory buildings and uses customarily incidental to the above uses.

- (3) *Regulations.* All developments are required to comply with design standards and are strongly encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.7 describes height, area and yard requirements for the C-1, C-2, C-2A and C-3 commercial zoning districts:

TABLE 12-3.7. REGULATIONS FOR THE COMMERCIAL ZONING DISTRICTS

Standards	C-1	C-2A	C-2 and C-3
Minimum Yard Requirements (Minimum Building Setbacks)	There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width. Inside the C-2A District and Dense Business Area: There shall be a maximum allowed front yard setback of 10 feet.		
Maximum Building Height	No building shall exceed 45 feet in height at the property or setback lines. (See Note 1)	No building shall exceed 100 feet in height at the property or setback lines. (See Note 1)	
Lot Coverage Requirements (The	Shall not exceed 75 percent of the total site	Shall not exceed 100 percent of the total site	Inside the dense business area: shall not

maximum combined area occupied by all principal and accessory buildings)	area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 65 percent.	area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 90 percent.	exceed 100 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 90 percent (with the exception of the C-2A zoning district). Outside the dense business area: shall not exceed 75 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 65 percent.
Maximum Density Multiple-Family Dwellings	35 dwelling units per acre.	135 dwelling units per acre.	Inside the dense business area: 135 dwelling units per acre. Outside the dense business area: 35 dwelling units per acre.
Note 1: Three feet may be added to the height of the building for each foot the building elevation is stair-stepped or recessed back from the property or setback lines beginning at the height permitted up to a maximum height of 150 feet.			

(4) *Additional regulations.* In addition to the regulations established above in subsection (3) of this section, all developments within the commercial zoning districts will be subject to, and must comply with, the following regulations:

- a. Supplementary district regulations subject to regulations in sections 12-3-55 through 12-3-69.
- b. Off-street parking subject to regulations in chapter 12-4.
- c. Signs subject to regulations in chapter 12-5.
- d. Tree/landscape regulations subject to regulations in chapter 12-6.
- e. Stormwater management and control of erosion, sedimentation and runoff subject to regulations in chapter 12-8.
- f. Alcoholic beverages regulations subject to chapter 7-4.

(Code 1986, § 12-2-8; Ord. No. 25-92, § 1, 7-23-1992; Ord. No. 6-93, § 6, 3-25-1993; Ord. No. 29-93, § 6, 11-18-1993; Ord. No. 3-94, § 4, 1-13-1994; Ord. No. 44-94, § 1, 10-13-1994; Ord. No. 33-95, § 2 (exh. 1), 8-10-1995; Ord. No. 40-99, §§ 2, 3, 10-14-1999; Ord. No. 17-06, § 1, 7-27-2006; Ord. No. 11-09, § 1, 4-9-2009; Ord. No. 13-12, § 1,

6-14-2012; Ord. No. 12-13, § 1, 5-9-2013; Ord. No. 40-13, § 1, 11-14-2013; Ord. No. 01-16, § 1, 1-14-2016; Ord. No. 06-17, § 1, 3-9-2017; Ord. No. 12-19, § 1, 5-16-2019; Ord. No. 10-23, § 1, 8-17-2023)

Sec. 12-7-3. Procedure for subdivision approval.

(a) *Procedure for subdivision requiring a plat.*

(1) *Approval of preliminary plat by the planning board.*

- a. Any person desiring to divide land into three or more lots shall first file with the planning services department an application and a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-7-8 and F.S. § 472.027.
- b. Accompanying the application and preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities that serve or influence it. On such sketch map shall show, the main traffic arteries, shopping centers, schools, parks, and playgrounds within one quarter of a mile.
- c. Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.
- d. A master drainage plan at a scale not smaller than one inch equals 200 feet, shall be provided. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements, including, but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for in the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.
- e. The preliminary plat shall be submitted to the planning services department at least 30 calendar days prior to the meeting at which it is to be considered.
- f. Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.
- g. When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection. The applicant shall resubmit revised documents to the planning services department with a review fee to obtain approval according to the process in this chapter.

(2) *Approval of final plat by the planning board and city council.*

- a. The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat that he or she proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (365 days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the applicant must resubmit to the

planning services department a new application, new application fee, and revised documentation to begin the process in this chapter.

- b. The final plat and release for construction plans shall be submitted to the planning services department at least 30 calendar days prior to the meeting of the planning board at which it is to be considered. Before granting final approval of the plat, the planning board shall receive reports from the secretary to the planning board, the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority and the fire department.
- c. After approval by the planning board, the final plat shall be transmitted to the city council for approval. Approval of the plat shall be granted by the city council upon its finding that all the requirements of this chapter have been met.

(b) *Procedure for division of land requiring a boundary survey.*

- (1) A division of land into no more than two lots fronting on an existing public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this Code or the comprehensive plan, may be reviewed and approved by the city engineer and planning services department.

(2) *Submission requirements.*

- a. Any person desiring to divide land into no more than two lots shall first submit a metes and bounds description and a boundary survey (equal to that required by F.S. § 472.027, pertaining to the Standards of Practice for surveys) to the planning services department. The boundary survey shall depict all information required by sections 12-7-8(1) through (11).
- b. If an access easement is required for the subdivision, this document shall be attached to the boundary survey.
- c. Prior to development of residential properties, the owner or owner's agent shall provide a proposed lot grading and erosion control plan. The plan shall be to scale and must demonstrate that the flow of stormwater surface drainage from the development is diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. The grading plan should clearly exhibit that the proposed development neither creates nor exacerbates flooding on any adjacent properties. Commercial properties shall fall under the subdivision language of the Land Development Code and comply with all stormwater drainage requirements set forth therein.
- d. The planning services department shall notify the applicant of the approval or disapproval of the metes and bounds description or the boundary survey within ten working days from submission.
- e. If the metes and bounds description or the boundary survey is rejected, the planning services department shall provide the applicant, in writing, a detailed list of the reasons for the rejection.
- f. The applicant shall resubmit revised documents to the planning services department with a review fee and begin the process set forth at section 12-7-3(b) of this chapter.

(3) *Final approval.*

- a. After the survey has been approved by city staff one copy of the survey shall be filed with the planning services department. In addition, one copy each of any applicable recorded access easements shall be filed with the planning services department.
- b. No building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been filed in accordance with section 12-7-3(b)(3)a.

(Code 1986, § 12-8-3; Ord. No. 35-92, § 2, 10-22-1992; Ord. No. 21-93, § 5, 8-16-1993; Ord. No. 9-96, § 13, 1-25-1996; Ord. No. 12-09, § 2, 4-9-2009; Ord. No. 29-21, § 4, 12-16-2021)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-148

Planning Board

2/11/2025

DISCUSSION

SUBJECT:

Discussion on the Land Development Code Update, Phase 2

ATTACHMENTS:

None