City of Pensacola

Planning Board

Agenda

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

February 13, 2024, 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. 24-130 PLANNING BOARD MEETING MINUTES FROM JANUARY 9, 2024

Recommendation:

Sponsors:

Attachments: *Planning Board Minutes January 9, 2024*

REQUESTS

2. 24-129 REQUEST FOR CONCEPTUAL AESTHETIC REVIEW – 920 E. GREGORY STREET, ZONE GRD

Attachments: *920 E. Gregory Street_Images*
920 E. Gregory Street_Conceptual Review Application
Sec._12_3_12(1)_Gateway Redevelopment District
Review Comments_Conceptual Review

3. 24-131 REQUEST FOR VACATION OF ALLEY AND STREET RIGHT OF WAY – 100 WATER STREET AND 3600 BLK ELKTON STREET, ZONE R-1A

Attachments: *Vacation of ROW_Water Street and Alley_Images*
Vacation of Street Right of Way Application.12.5.23
Planning Board Minutes August 8 2023_Vacation of ROW Item
Vacation of Water Street and Alleyway Aerial
Sec._12_11_4._Vacation_of_streets__alleys
Sec._12_3_4._Medium_density_residential_land_use_district_regulations.
Review Comments_Vacation of ROW

4. 24-132 REQUEST FOR ZONING AND FUTURE LAND USE MAP AMENDMENT FOR BLOUNT AND 6TH AVENUE, ZONE R-1AA

Attachments: *Rezoning FLUM_Blount and 6th Ave_Images*
Zoning and FLUM Amendment_Blount and 6th_Complete Application
GIS Maps
Sec._12_3_4._Medium_density_residential_land_use_district_regulations.
Sec._12_3_7.___Residential_neighborhood_commercial_land_use_district.
Sec._12_11_3._Amendments.
Review Comments_Rezoning and FLUM

5. 24-142 REQUEST TO RECOMMEND A NEW ZONING DISTRICT AND FUTURE LAND USE CATEGORY FOR THE VOLUNTARY ANNEXATION OF THREE PARCELS OWNED BY AIRPORT APARTMENTS, LLC

Attachments: *Request for Annexation - Bearing Point - Airport Blvd*
Map of Annexation Area
Current Future Land Use
Current Zoning
Proposed Future Land Use
Proposed Zoning
Sec._12_3_6._Residential_office_land_use_district.

6. 24-166 CONDITIONAL USE PERMIT FOR COMMUNICATIONS TOWER – 2650 CREIGHTON ROAD, ZONE C-1

Attachments: *Conditional Use Application for Communication Tower at 2650 Creighton Road_2.5.2024 Revised Packet*
Sec._12_3_107.___Conditional_use_permit.
Sec._12_3_108.___Conditional_use_permits_for_communications_towers.
Review Comments_Conditional Use

OPEN FORUM

DISCUSSION ITEMS

7. 24-167 STAFF UPDATE ON THE LAND DEVELOPMENT CODE ASSESSMENT BY INSPIRE PLACEMAKE COLLECTIVE

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 9, 2024

MEMBERS PRESENT: Chairperson Ritz, Board Member Grundhoefer, Board Member Villegas, Board Member Van Hoose

MEMBERS ABSENT: Vice Chairperson Larson, Board Member Sampson, Board Member Powell

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris, City Surveyor Odom, Executive Assistant Chwastyk, Development Services Coordinator Statler, Office Assistant Longoria

STAFF VIRTUAL: None

OTHERS PRESENT: Amir Fooladi, Jason Rebol

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 12, 2023
  New Business:
- Request for Preliminary Plat Approval – Gadsden & 7th Avenue Subdivision, Zoning District OEHC-1
- Proposed Amendment to the Land Development Code – CRA Parking Reductions for Specific Land Uses
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – **Board Member Villegas made a motion to approve the December 12, 2023, minutes, seconded by Board Member Grundhoefer, and it carried 4:0.**

New Business –

Request for Preliminary Plat Approval – Gadsden & 7th Avenue Subdivision, Zoning District OEHC-1

Assistant Planning & Zoning Manager, Harding introduced the item. Rebol-Battle & Associates is requesting preliminary plat approval for the Gadsden and 7th Avenue Subdivision. These properties are located within the OEHC-1 zoning district of which three (3) parcels will be subdivided into five lots to accommodate single-family detached residences.

- Property area: 0.37 acres
- Maximum Density: 35 dwelling units per acre
- Setback requirements: There shall be a 5-foot side yard setback, but no front or rear yard setbacks, unless this chapter requires a larger yard or buffer yard.

This application has been routed through the various City departments and utility providers. The visibility triangle has been expanded from fifteen feet to nineteen feet. The applicant, Jason Rebol of Rebol Battle addressed the board. This project was initially approved back in 2017, the homes will be front loaded single family products with shared driveways in the rear. There will be stormwater swells between the homes. Also, there will be underground retention under the driveways. These homes will be detached single family homes, gone through one round of the ARB, will go back before that board to address comments that were made. There was a brief discussion about the size of the homes and the size of the lots. Since this will go back before the ARB, the planning board will be provided the comments once that happens. This review is only for the division of land. There's a large tree in the ROW, it is the responsibility of the city. There will be a mitigation cost or the trees that are removed will be replaced. **Board Member Grundhoefer made the motion to approve, seconded by Board Member Villegas, and it carried 4-0.**

Proposed Amendment to the Land Development Code – CRA Parking Reductions for Specific Land Uses

Assistant Planning & Zoning Manager, Harding introduced the item. The Mayor's Office is requesting an amendment to Sec. 12-4-1 of the Land Development Code to expand optional parking reductions for specific land uses in the CRA Urban Core to the Westside and Eastside CRA districts. Currently, Sec. 12-4-1(4)a.7 provides parking reductions which, "shall apply only to the community redevelopment agency's boundaries, as defined in Resolution No. 13-84." During research, staff identified two scrivener's errors. First, while the CRA parking reductions are specific to off-street parking, the ordinance section is incorrectly located in Sec. 12-4-1(4) which provides requirements for off-site parking. Second, resolution No. 13-84 does not actually pertain to CRA districts, but rather the date, maturity, schedule, interest rates, interest dates, amount of capitalized interest, redemption provisions, and paying agent for redevelopment revenue bonds. Staff believes it should reference Resolution No. 55-80, a resolution providing for the creation of the Pensacola Community Redevelopment Agency. The existing CRA reductions were added to the Land Development Code in 2013. While parking reductions in other downtown urban cores were mentioned at those meetings, the original intent for the CRA reduction was to provide parking reductions within the full CRA boundary. Because of this, the Mayor's office is proposing to further clarify the intent of the provision by removing the word "Downtown"

and by removing references to external documents, such as Resolutions. The provision would read, “Parking reductions described in Table 12-4-1 shall apply to all established community redevelopment areas, also known as Tax Incremental Financing districts.” These clarifications will permit CRA parking reductions to apply to all three CRA districts, rather than just the CRA Urban Core, it would not have to be modified in case CRA districts ever increase or shrink, and it would apply to any new CRA TIF districts if any are proposed in the future. This item was brought to the Planning Board as a discussion item in September 2023 and where it received general support from members. And while these clarifications could be internally resolved as a scrivener's errors, the Mayor opted for maximum transparency. This amendment only covers CRA, the urban core, westside, and eastside CRA, a map was shown to the board members. These parking reductions are specific to the property’s use, for example, restaurants get a certain percentage and hair salons get a different percentage. From a development standpoint, some potential businesses have had challenges meeting what would normally be required of them for parking. This amendment would be beneficial to potential businesses in this area. Parking count is determined or based on square footage of buildings. Amir Fooladi spoke on the item. He is very much in favor of this amendment. As a builder, he sees the benefits of this for the westside, eastside and it may help shelved projects come back to life. He feels it encourages people to walk and sees the potential growth to these areas where this amendment would apply. Also, this may help with the city’s stormwater issues since parking lots are impervious and can increase our stormwater issues. Back in 2013 this was meant for all three of the CRA areas and not just one, this is a transparent way to clarify the intent. Chairperson Ritz also recalled that when this item was presented to the Planning Board in 2013, that the intent was for all three CRA districts to benefit from parking reductions. If this item moves on to city council, there will be notification requirements so that business owners are aware of these changes. Assistant Planning & Zoning manager reread the amendments that he had read at the beginning of the item. This item would go before the city council.
Board Member Villegas made a motion to approve, seconded by Board Member Van Hoose and it carried 4:0.

Open Forum – none

Discussion
Planning & Zoning Manager Cannon gave a brief overview of the agenda for the upcoming work sessions with Inspire Placemaking Collective, the firm assessing the current Land Development Code. There was further discussion regarding items recently approved by the City Council that had come before the Planning Board.

Adjournment – With no further business, the Board adjourned at 2:44 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 #: 24-129 | Planning Board | 2/13/2024

ACTION ITEM

SUBJECT:

Request for Conceptual Aesthetic Review – 920 E. Gregory Street, Zone GRD

SUMMARY:

SMP Architecture is requesting conceptual aesthetic review for a new 48-unit residential development with parking. Since this item is for conceptual review, staff has not examined the preliminary renderings for strict compliance with the Gateway Redevelopment District standards, stormwater requirements, landscaping, etc. At this time, the applicants are only asking for the board's feedback regarding the overall design, massing, and siting of the project and its features.

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. 12-3-12(1) Gateway Redevelopment District

ATTACHMENTS:

1. 920 E. Gregory Street_Images
2. 920 E. Gregory Street_Conceptual Review Application
3. Sec._12_3_12(1)_Gateway Redevelopment District
4. Review Comments_Conceptual Review

920 E. Gregory Street – Conceptual aesthetic review

City of Pensacola
America's First Settlement And Most Historic City

Planning Board Application
Request for Aesthetic Review

Application Date: 1/12/24

Project Address: 920 E GREGORY STREET PLUS ADJACENT VACANT LOTS

Applicant: PHILIP PARTINGTON

Applicant's Address: 205 E INTENDENCIA STREET

Email: PHILIP@SMP-ARCH.COM Phone: 850-712-5765

Property Owner: ANDALA ENTERPRISES INC.

Redevelopment District: ○ ***Waterfront*** ◉ ***Gateway*** ○ ***South Palafox Business*** ○ ***North 9th Avenue***

** An application for aesthetic review shall be reviewed by a representative of the Planning Board once all materials have been submitted and it is deemed complete by the Secretary to the Board.*

Project specifics/description:

This aplication is for conceptual review for two new 48 unit residential towers with asociated parking and pool.

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval and that no refund of these fees will be made.

Applicant Signature

Date

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

smp architecture

BAYVIEW CONDOMINIUMS

Aerial - Site Context

© SMP Architecture 2023

11/24/2023

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BAYVIEW CONDOMINIUMS

Aerial - South Elevation

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BAYVIEW CONDOMINIUMS

Eye Level - Bayview Parkway

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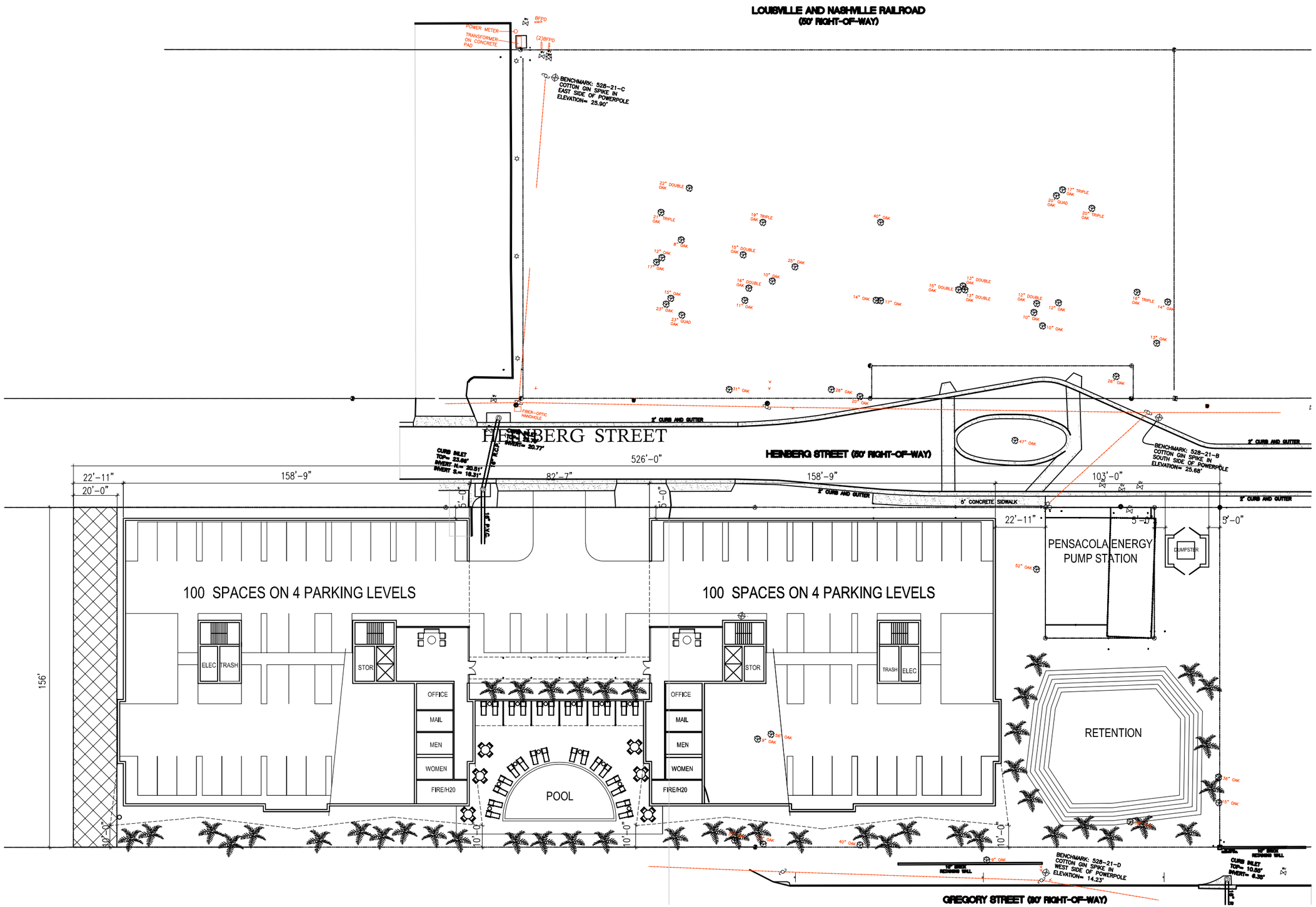
11/24/2023



smp.

SMP Architecture, P.A.
205 E. INTENDENCIA STREET
PENSACOLA, FLORIDA 32502 • P 850.432.7772
www.smp-arch.com • AAC001828

Listen. Interpret. Translate.

CERTIFICATION:

ALL DRAWINGS AND WRITTEN MATERIAL HEREIN CONSTITUTE ORIGINAL AND UN-PUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED IN ANY PART WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

REVISIONS :

DRAWN BY : RAP

CHECKED BY : PDP

PROJECT NO.

DATE : 1/12/24

SHEET TITLE :

SHEET NO. :

A-1

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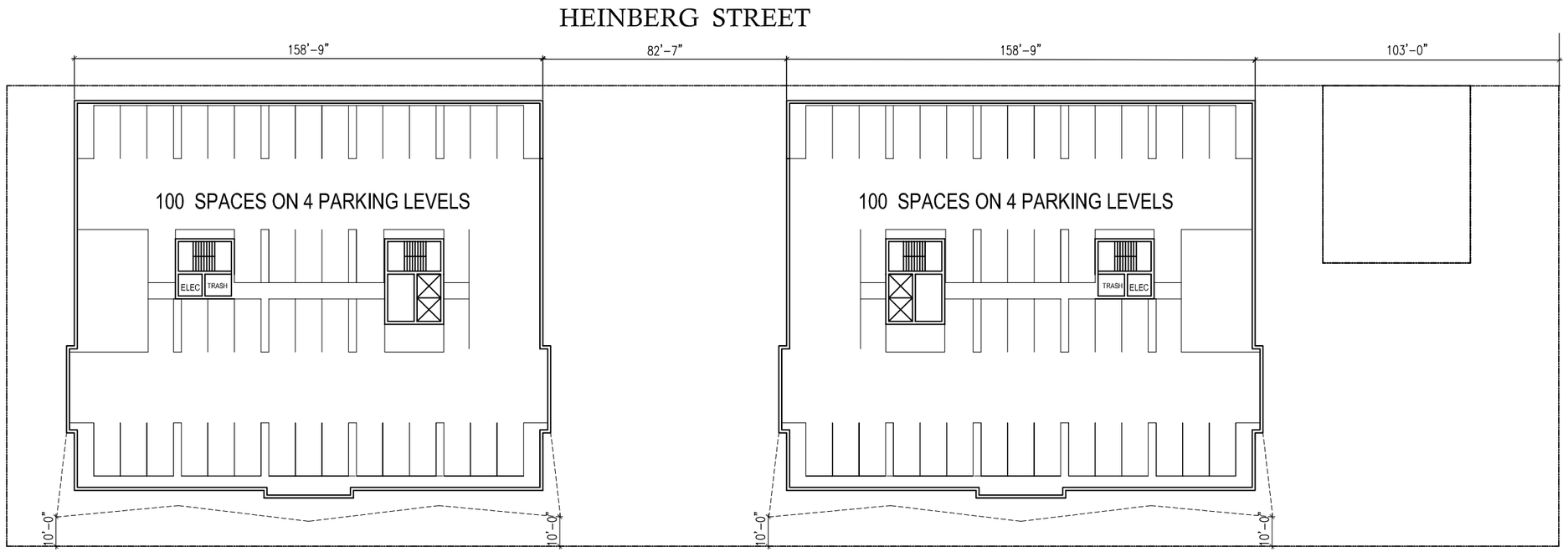

PARKING LEVELS 2-4

PARKING LEVELS 2-4

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CHECKED BY : PDP

PROJECT NO.

DATE : 1/12/24

SHEET TITLE :

SHEET NO. :

A-2

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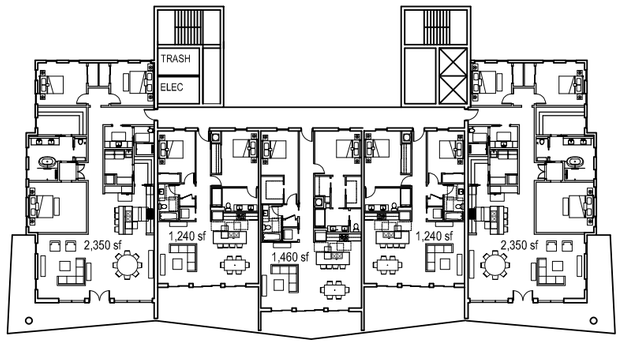
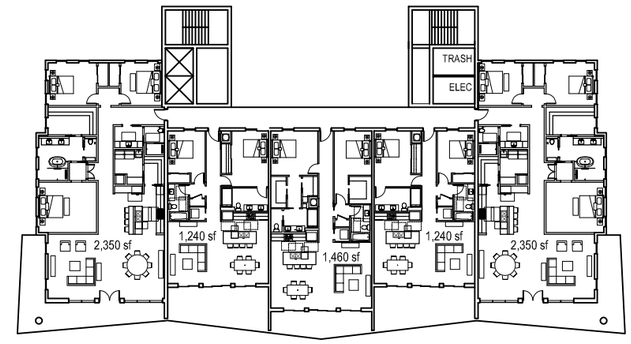


FLOOR PLAN FLOORS 7-14

40 TOTAL UNITS

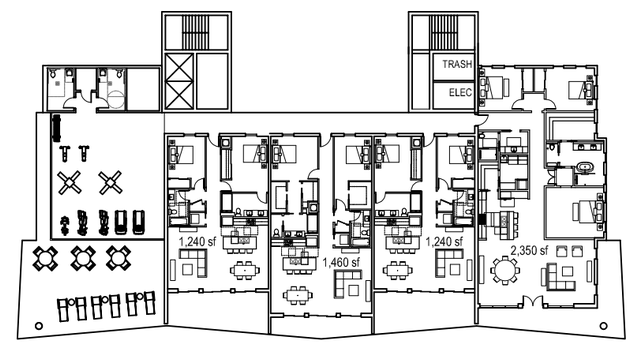


FLOOR PLAN FLOORS 7-14

40 TOTAL UNITS

FLOOR PLAN FLOOR 5 AND 6

8 TOTAL UNITS



FLOOR PLAN FLOOR 5 AND 6

8 TOTAL UNITS

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PROJECT NO.

DATE : 1/12/24

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SHEET NO. :

A-3

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SOUTH ELEVATION

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REVISIONS :

DRAWN BY :

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PROJECT NO.

DATE : 1/12/24

SHEET TITLE :

SHEET NO. :

A-4

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Sec. 12-3-12. Redevelopment land use district.

The regulations in this section shall be applicable to the gateway and waterfront redevelopment zoning districts: GRD and WRD.

(1) *GRD, Gateway Redevelopment District.*

a. *Purpose of district.* The gateway redevelopment district is established to promote the orderly redevelopment of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the gateway district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.

b. *Uses permitted.*

1. Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 100 dwelling units per acre.

2. Home occupations, subject to regulations in section 12-3-13.

3. Offices.

4. Adult entertainment establishments subject to the requirements of chapter 7-3 when located within the dense business area as defined in chapter 12-13, Definitions.

5. All commercial uses permitted in the C-2A zone, with no outside storage or repair work allowed, with the exception:

i. Mortuaries and funeral parlors.

ii. Appliance and repair shops.

iii. Public parking lots and parking garages.

iv. New car lots or used car lots.

v. Public utility plants, transmission and generating stations, including radio and television broadcasting stations.

vi. Car or truck rental agencies or storage facilities.

6. Family day care homes licensed by the state department of children and family services as defined in state statutes.

c. *Procedure for review of plans.*

1. *Plan submission.* All development plans must comply with development plan requirements set forth in section 12-3-120(c) and (d), and design standards and guidelines established in section 12-3-121. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the gateway redevelopment district shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site

improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances.

2. *Review and approval.* All plans shall be subject to the review and approval of the planning board established in chapter 12-12. At the time of review the board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.

3. *Abbreviated review.* Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the planning board secretary and the chairperson of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairperson, then the matter will be referred to the board for a decision.

4. *Final development plan.* If the planning board approves a preliminary development plan, the owner shall submit a final development plan in accordance with the procedure set forth below within six months of the date of approval of the preliminary plan of development. For good cause shown, the planning board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six months. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of section 12-3-120 pertaining to the final development plan. If the applicant submits a final development plan that conforms to all the conditions and provisions of this chapter, then the planning board shall conclude its consideration at its next regularly scheduled meeting.

d. *Regulations.* Except where specific approval is granted by the planning board for a variance due to unique and peculiar circumstances or needs resulting from the use, size, configuration or location of a site, requiring the modification of the regulations set forth below the regulations shall be as follows:

1. Signs. Refer to sections 12-5-2 and 12-5-3 for general sign regulations and for a description of sign area calculations. In addition, the following regulations shall be applicable to signs only in the gateway redevelopment district:

i. *Number of signs.* Each parcel under single ownership shall be limited to one sign per street adjacent to the parcel; provided, however, if there exists more than one establishment on the parcel, there may be one attached sign per establishment.

ii. *Signs* extending over public property. Signs extending over public property shall maintain a clear height of nine feet above the sidewalk and no part of such signs shall be closer than 18 inches to the vertical plane of the curb line or edge of pavement.

iii. *Permitted signs.*

(a) Gregory, Chase and Alcaniz Streets, 9th Avenue.

(1) *Attached signs.*

a. *Height.* No sign may extend above the roof line of the building to which it is attached. For purposes of this section roof

surfaces constructed at an angle of 75 degrees or more from horizontal shall be regarded as wall space.

b. *Size.* Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 50 square feet.

(2) *Freestanding signs.*

a. Maximum sign height—20 feet.

b. Maximum area for sign face—50 square feet.

(b) Bayfront Parkway.

(1) *Attached signs.*

a. *Height.* No sign shall extend above the roof line of a building to which it is attached.

b. *Size.* Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 50 square feet.

(2) *Freestanding signs.*

Distance from Curb (Feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
10	20	5
20	35	7
30	50	9

(c) All other streets and areas within the gateway redevelopment district:

(1) *Attached signs.*

a. *Height.* No sign shall extend above the main roof line of a building to which it is attached.

b. *Size.* Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 25 square feet.

(2) *Freestanding signs.*

Distance from Curb (Feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
10	20	5
20	35	7
30	50	9

iv. *Other permitted signs.*

(a) Signs shall not exceed three square feet in size.

(b) Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.

v. *Submission and review of sign plans.* It shall be the responsibility of the contractor or owner requesting a sign permit to furnish two plans of sign drawn to scale, including sign face area calculations, wind load calculations and construction materials to be used.

vi. *Review of sign plans.* All permanent signs within the gateway redevelopment district shall be reviewed as follows:

(a) The contractor or owner shall submit sign plans for the proposed sign as required herein. The planning services department shall review the sign based on the requirements set forth in this section and the guidelines set forth in subsection (1)e.2.vii of this section and forward a recommendation to the planning board.

(b) The planning board shall review the planning staff recommendation concerning the sign and approve, or disapprove, the sign, it shall give the owner written reasons for such action.

(c) The owner shall have the right to appeal an adverse decision of the planning board to the city council within 30 days of the decision of the planning board.

vii. *Prohibited signs.* Refer to section 12-5-7 for prohibited signs. In addition the following signs are prohibited within the gateway redevelopment district:

(a) Portable signs are prohibited except as permitted in section 12-5-6(5).

(b) Signs that are abandoned or create a safety hazard are not permitted. Abandoned signs are those advertising a business that becomes vacant and is unoccupied for a period of 90 days or more.

(c) Signs that are not securely fixed on a permanent foundation are prohibited.

(d) Signs that are not consistent with the standards of this section are not permitted.

viii. *Temporary signs.* Only the following temporary signs shall be permitted in the gateway redevelopment district:

(a) Temporary banners indicating that a noncommercial special event, such as a fair, carnival, festival or similar happening, is to take place, are permitted with the following conditions:

(1) Such signs may be erected no sooner than two weeks before the event.

(2) Such signs must be removed no later than three days after the event.

(3) Banners extending over street rights-of-way require approval from the mayor.

(b) One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall

not exceed 12 square feet in size, and shall be removed immediately after occupancy.

(c) One non-illuminated sign not more than 50 square feet in area in connection with the new construction work and displayed only during such time as the actual construction work is in progress.

(d) Temporary signs permitted in section 12-5-6(8).

ix. *Nonconforming signs.*

(a) *Compliance period.* All existing signs that do not conform to the requirements of this section shall be made to comply by April 24, 1991. Provided, however, existing portable signs must be removed immediately.

(b) *Removal of nonconforming signs.* The building official shall notify the owner of a nonconforming sign in writing of compliance period specified above. Nonconforming signs shall either be removed or brought up to the requirements stated herein within the period of time prescribed in the compliance schedule. Thereafter, the owner of such sign shall have 30 days to comply with the order to remove the nonconforming sign, or bring it into compliance. Upon expiration of the 30-day period, if no action has been taken by the owner, he or she shall be deemed to be in violation of this section and the building official may take lawful enforcement action.

2. Off-street parking. The following off-street parking requirements shall apply to all lots, parcels or tracts in the gateway redevelopment district:

i. Off-street parking requirements in the district shall be based on the requirements set forth in chapter 12-4. The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4).

ii. Off-street parking and service areas are prohibited within the Bayfront Parkway setback described in subsection (1)d.3 of this section, unless these requirements cannot be met anywhere else on the site due to its size or configuration.

iii. Screening. Screening shall be provided along the edges of all parking areas visible from street rights-of-way. The screening may take the form of:

A solid wall or fence (chain-link fences are prohibited) with a minimum height of four feet that is compatible in design and materials with on-site architecture and nearby development; or an earth berm approximately three feet in height that is landscaped to provide screening effective within three years; or a combination of walls or fences and landscape screening; or landscape screening designed to provide positive screening within three years.

3. Street setback. The following building setbacks shall apply to the district:

i. Bayfront Parkway setback/height requirements. All buildings located adjacent to the Bayfront Parkway shall be set back a minimum of 50 feet from the northern parkway right-of-way line. At this minimum setback, building height may not exceed 50 feet. Above 50 feet in height, an additional one-foot setback shall be required for each additional two feet in building height. This setback is

intended as a landscaped buffer zone that preserves the open space character of the parkway.

ii. Gregory, Alcaniz and Chase Streets, 9th Avenue. Ten feet from the right-of-way line.

iii. All other streets. Five feet from the right-of-way line.

4. Street frontage. Every lot, tract, or parcel of land utilized for any purpose permitted in this district shall have a street frontage of not less than 50 feet. Any lot of record on the effective date of this title which is less than 50 feet may be used as a site for only one establishment listed as a permitted use in subsection (1)b of this section.

5. Building height. No building shall exceed a maximum height of 100 feet.

6. Vehicular access. Access to the following streets shall be limited as follows:

   i. Bayfront Parkway. No access shall be permitted from the parkway unless no other means exist for ingress and egress from the site.

   ii. Gregory Street, Chase Street, Alcaniz Street, 9th Avenue and 14th Avenue. For each lot, tract, or parcel under single ownership, the maximum number of access points shall not exceed two per street footage if driveway spacing standards can be met pursuant to section 12-3-121(c)(2).

7. Landscaping. Landscaping requirements in the gateway redevelopment district shall be based on applicable requirements of chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened from street and adjacent buildings by one of the following techniques:

   i. Fence or wall, six feet high;

   ii. Vegetation, six feet high (within three years);

   iii. A combination of the above.

8. Underground utility services. All new building construction or additions of floor area to existing structures along Bayfront Parkway, Chase Street, Gregory Street, 9th Avenue and all property fronting Salamanca Street, shall be required to install underground utilities.

9. Lot coverage. The total coverage of all development sites within the gateway redevelopment district, including all structures, parking areas, driveways and all other impervious surfaces, shall not exceed 75 percent.

10. Sidewalks. Developers of new construction or redevelopment projects shall repair, reconstruct, or construct new sidewalks on all sides of property fronting on a street.

11. Consideration of floodprone areas. Portions of the district are within the 100-year floodplain. Site planning shall consider the special needs of floodprone areas.

12. Storm drainage. Adequate storm drainage must be provided to prevent flooding or erosion. The surface drainage after development should not exceed the surface drainage before development. Flexibility in this guideline shall be considered by the city engineer based on capacity of nearby off-site stormwater drainage systems, the surrounding topography and the natural drainage pattern of the area.

13. All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls, or vegetation.

14. Exemptions. All detached single-family and duplex residential development proposals are exempt from the provisions of this section and shall be developed in accordance with R-1A regulations set forth in section 12-3-4(5), with the exception of the height requirements.

e. *Development guidelines.* The gateway redevelopment district is characterized by a variety of architectural styles with no common theme. The intent of these guidelines is to reduce the level of contrast between buildings and to create a more compatible appearance in architectural design, scale, materials and colors. All development within the gateway redevelopment district is encouraged to follow design guidelines as established in section 12-3-121(d). In addition, the following site planning guidelines shall be used by the planning board in the review and approval of all development plans:

1. *Site planning.* The integration of site features such as building arrangement, landscaping and parking lot layout is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration.

   i. *Maximum preservation of bay views.* Considering the bayfront location within the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the bayfront's scenic open space character. To prevent the effect of a "wall" of development along the inland edge of the parkway, the long axis of all buildings located on the corridor should be oriented parallel to the inland street grid, rather than parallel to the parkway itself. The preservation of ample open space between buildings, and the creation of a campus-like development pattern, are encouraged especially in the bayfront area. In addition, site planning throughout the district should recognize existing topographical variations and maximize this variation to maintain bay views.

   ii. *Development coordination.* The preservation of bay views and the creation of a campus character development pattern cannot be achieved through the site planning of any single development; all development efforts within the district must be coordinated to achieve these objectives.

   iii. *Off-street parking and service.* Off-street parking shall be discouraged within all street setbacks. Where possible, any service areas (i.e. trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.

2. *Architectural design and building elements.*

   i. Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.

   ii. Buildings or structures located along strips of land or on single sites and not a part of a unified multibuilding complex shall strive to achieve visual harmony with the surroundings. It is not to be inferred that buildings must look alike or be of the same style to be compatible with the intent of the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.

iii. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.

iv. Severe or angular roof lines that exceed a pitch of 12-12 (45-degree angle) are discouraged. Exceptions to this guideline (i.e., churches) shall be considered on a case-by-case basis.

v. Bright colors and intensely contrasting color schemes are discouraged within the district.

vi. Proposed development adjacent to the historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.

vii. The following guidelines concerning design, materials, lighting, landscaping, and positioning of permitted signs shall be considered:

(a) Design/materials. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, the materials used for the supporting structure and the sign face.

(b) Lighting. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not encouraged.

(c) Landscaping. The landscaping and positioning of the sign should compliment the overall site plan and landscaping of the development.

f. *Maintenance standards.* The following maintenance standards shall be applied to all structures and land parcels respectively, whether occupied or vacant within the gateway redevelopment district, subject to review and approval by the planning board. Properties that do not conform to the maintenance standards described in subsections (1)f.1 through 7 of this section shall be made to comply as required by the city inspections office based on regular inspections or complaints.

1. *Building fronts, rears, and sides abutting streets and public areas.* Rotten or weakened portions shall be removed, repaired or replaced.

2. *Windows.* All windows must be tight-fitting. All broken and missing windows shall be replaced with new glass.

3. *Show windows and storefronts.* All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.

4. *Exterior walls.*

i. Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.

ii. Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary and shall be neatly located and securely installed.

iii. All exterior finishes and appurtenances such as paint, awnings, etc., shall be kept in a state of repair.

5. *Roofs.*

i. All auxiliary structures on the roofs shall be kept clean, repaired or replaced.

ii. Roofs shall be cleaned and kept free of trash, debris or any other elements that are not a permanent part of the building.

6. *Front, rear, and side yards, parking areas and vacant parcels.*

i. When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district; provided, however, that the site shall be properly maintained free of weeds, litter, and garbage.

ii. Any landscaping that was installed to comply with regulations of this subsection must be maintained.

7. *Walls, fences, signs.* Walls, fences, signs and other accessory structures shall be repaired and maintained.

Department:	Comments:
Planning	Would like Planning Board's feedback on siting guidelines in Sec. 12-3-12(1). A formal staff review will be conducted if the project moves forward to final review.
FIRE	No issues or concerns.
PW/E	No issues or concerns at this time.
Surveyor	In addition to the connectivity easement, conversations regarding existing sub-surface utilities located within the vacated 15th Avenue and storm drain pipeline located outside the limits of said 15th Avenue vacation are un-resolved.
Inspection Svcs	I spoke to Ken Ibold at the Airport and they will need to file form 7460-1 with the FAA.
Pensacola Energy	No issues or concerns.
ECUA	ECUA has active infrastructure within the retained easement of the vacated former 15th Ave right-of-way. I am unsure if this development proposes to encroach on that easement, but if it does, no permanent structures can be placed within the easement. Either way, the easement/ECUA facilities will need to be accessible at all times. As this development moves forward, it will eventually need to apply with ECUA Engineering for water/sewer permitting. Please have the developer review Procedures 2 and 3 in the ECUA Engineering Manual for information regarding submittal and review processes (https://ecua.fl.gov/work-with-us/engineering-manuals-contacts). Water and sewer utility maps can be obtained by speaking with a representative in the ECUA Map Room at 850-969-3311.
FPL	No issues or concerns.
ATT	No issues or concerns.
FDOT	The owner/developer of this development will need to schedule a preapplication meeting for this site with the proposed site plan.

Airport	I would want to see a Finding of No Hazard to Air Navigation from the FAA as a result of a Form 7460-1 filing for both the permanent condition and the temporary (construction) condition.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-131 | Planning Board | 2/13/2024

ACTION ITEM

SUBJECT:

Request for Vacation of Alley and Street Right of Way – 100 Water Street and 3600 BLK Elkton Street, Zone R-1A

SUMMARY:

A request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels under a single ownership. The purpose is to develop the parcels as a subdivision which will also be reviewed by the Planning Board in the future.

This application is a rehearing, and the original application was presented in August 2023 where the board voted 6-0 to "deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public". The minutes from that meeting are attached, and the applicant has had further discussions with neighbors.

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

RECOMMENDED CODE SECTIONS
Sec. 12-3-4 Medium-density residential land use district regulations
Sec. 12-11-4 Vacation of streets, alleys

ATTACHMENTS:

1. Vacation of ROW_Water Street and Alley_Images
2. Vacation of Street Right of Way Application.12.5.23
3. Planning Board Minutes August 8 2023_Vacation of ROW Item
4. Vacation of Water Street and Alleyway Aerial
5. Sec._12_11_4._Vacation_of_streets__alleys
6. Sec._12_3_4._Medium_density_residential_land_use_district_regulations.
7. Review Comments_Vacation of ROW

Vacation of Water Street and Alleyway – 100 Water Street and 3600 BLK Elkton Street

VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: $2,000.00
Rehearing/Rescheduling Planning Board: $250.00
Rehearing/Rescheduling City Council: $500.00

Applicant Information:

Name: Olde City Developers, LLC

Address: 212 W. Intendencia St. Pensacola, FL 32502

Phone: 850-438-9647 Fax: 850-433-5409 Email: cliberis@liberislaw.com
smoody@liberislaw.com

Property Information:

Owner Name: Olde City Developers, LLC

Location/Address: 100 Water St. Pensacola, FL 32505

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of vacation of city right of way/comments:

Right of way has not been used in last 50 years or more. It leads to north edge of our property. House on other side of property line.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Charles A Liberis Jr 12/5/23

Signature of Applicant Date
(Owner of Property or Official Representative of Owner) Manager

FOR OFFICE USE ONLY

District: _____

Date Received: _____ Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____ Recommendation: _____

Council Date: _____ Council Action: _____

OLDE CITY
DEVELOPERS

May 24, 2023

PETITION FOR ABANDONMENT OF PORTION OF WATER STREET

To: City of Pensacola City Planning Department

RE: Water Street Right-of-way vacation

To Whom it may concern,

I am the owner of 100 Water Street at the corner of Water Street and Elkton Street. It came to my attention after purchasing the property, that under the plat recorded in 1906 (copy enclosed) Water Street, formally known as 15th Avenue, was originally platted through this property and a right-of- way was dedicated to the city of Pensacola.

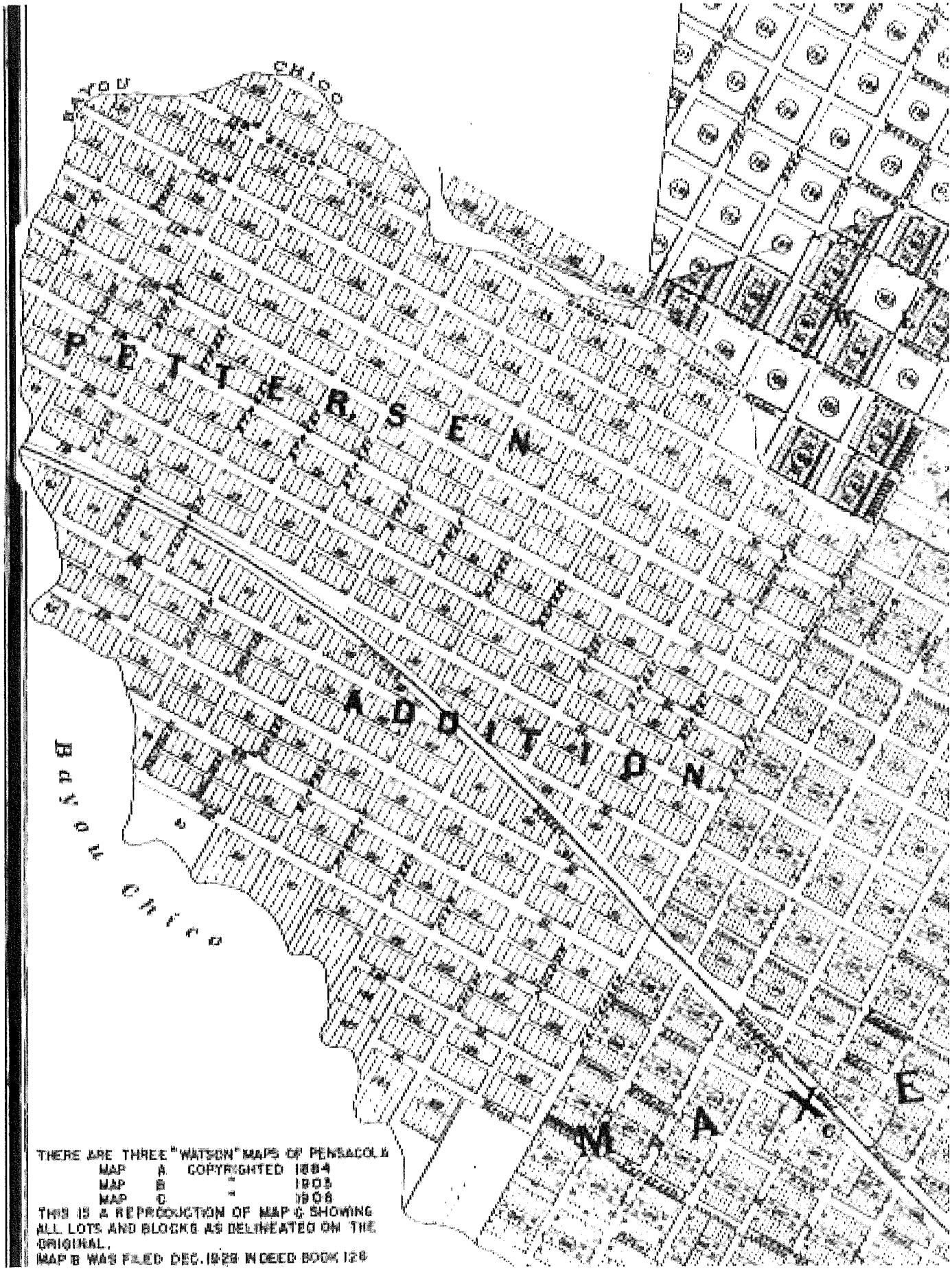
No road has ever been built on this section. I am requesting that Water Street right-of-way from our southern border on Elkton Street to our northern property line be vacated. Olde City Developers, LLC is the sole owner of any property that abuts the existing right-of-way that we are seeking to abandon. We are petitioning the City of Pensacola to vacate this right of way.

Yours truly,

Charles S. Liberis, Manager
Olde City Developers, LLC

212 W. Intendencia St.
Pensacola, FL 32502

Voice -850-438-9647
Fax – 850-433-5409



THERE ARE THREE "WATSON" MAPS OF PENSACOLA
MAP A COPYRIGHTED 1884
MAP B " 1903
MAP C " 1908
THIS IS A REPRODUCTION OF MAP C SHOWING ALL LOTS AND BLOCKS AS DELINEATED ON THE ORIGINAL.
MAP B WAS FILED DEC. 1928 IN DEED BOOK 128

Recorded in Public Records 1/19/2022 12:33 PM OR Book 8705 Page 431, Instrument #2022005923, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $2,212.00

This Document Prepared By and Return to:
Edsel F. Matthews, Jr., P.A.
212 W Intendencia Street
Pensacola, FL 32502

Parcel ID Number: 000S00-9090-070-125

Personal Representative's Deed

This Indenture, is made this 19th day of January, 2022, by and between Martha Lynn Robinson as Personal Representative of the Estate of Ronnie Charles Robinson, deceased, Grantor, and

Olde City Developers, LLC, a Wyoming limited liability company, Grantee whose post office address is: 212 W Intendencia Street, Pensacola, FL 32502

Witnesseth: Grantor, pursuant to the the power of sale contained in the Last Will and Testament of Ronnie Charles Robinson, deceased, and in consideration of the sum of One Dollar ($1.00) paid to Grantors by Grantee, receipt of which is acknowledged, grant, bargain and sell to Grantee, and Grantee's heirs, successors and assigns forever, the real property in Escambia County, Florida, described as follows:

SEE ATTACHED EXHIBIT "A"

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2021.

Together with all and singular the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the real property.

To Have And To Hold the same to Grantee, and Grantee's successors and assigns, in fee simple forever.

And Grantor does covenant to and with the Grantee, and Grantee's successors and assigns, that in all things preliminary to and in and about this conveyance, the power of sale contained in the Last Will and Testament of Ronnie Charles Robinson, deceased, and the laws of the State of Florida have been followed and complied with all respects.

In Witness Whereof, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

Signed, sealed and delivered in our presence:

Estate of Ronnie Charles Robinson

By: Martha Lynn Robinson
Martha Lynn Robinson
Personal Representative
P.O. Address: 617 Meander Lane, Cantonment, FL 32533

Printed Name: Donald C. Higginson
Witness

Printed Name: Lisa Nowatka
Witness

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 19th day of January, 2022 by Martha Lynn Robinson, as personal representative of the estate of Ronnie Charles Robinson, deceased, who is personally known to me or who has produced her Florida driver's license as identification.

Notary Public
My Commission Expires:
LISA NOWATKA
Commission # GG 940588
Expires January 4, 2024
Bonded Thru Troy Fain-Insurance

90-54-21

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:
The following described portion of Section 39, Township 2 South, Range 30 West, in the City of Pensacola, Escambia County, Florida, to-wit: Beginning at the intersection of the South line of said Section 39 and the East shore line of Bayou Chico; thence East along the South line of said Section 39 a distance of 269 feet, more or less, to Water Street; thence North with the West right of way line of Water Street a distance of 150 feet; thence West parallel to the South line of said Section 39 a distance of 221 feet, more or less, to the shore of Bayou Chico; thence Southerly with said Bayou Chico to the Point of Beginning.

Parcel B:
A parcel of land in Sections 39 and 40, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at the Northwest corner of the intersection of Elkton (formerly Tenth Street) and Stillman Street, the Northwest corner of the said intersection being also described as the Southeast corner of Block 125, Pettersen Addition, according to plat recorded in Deed Book 512, at Pages 268 and 269 of the Public Records of said County; thence go West along the South line of the said Block 125 and the North right of way line of Elkton Street a distance of 237.7 feet to the Point of Beginning; thence go North a distance of 175.00 feet; thence go West a distance of 100.00 feet; thence go South a distance of 150.00 feet; thence go East a distance of 21.3 feet; thence go South a distance of 25.00 feet to the North right of way line of Elkton Street; thence go East along the said right of way line a distance of 78.7 feet to the Point of Beginning.

Recorded in Public Records 1/19/2022 12:33 PM OR Book 8705 Page 433,
Instrument #2022005924, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $18.50 Deed Stamps $238.00

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

Parcel ID Number: 000S00-9090-070-125

Warranty Deed

This Indenture, Made this 19th day of January, 2022 A.D., Between Rita R. Bowen a/k/a Rita C. Bowan and Riley R. Robinson, grantors,
and

Olde City Developers, LLC, a Wyoming limited liability company, grantee
whose address is: 212 W Intendencia Street, Pensacola, FL 32502

Witnesseth that the GRANTORS, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Escambia State of Florida to wit:

SEE ATTACHED EXHIBIT "A"

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantors.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2021.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Rita R. Bowen
Witness Lisa Novatka

Rita R. Bowen a/k/a Rita C. Bowan

Printed Name: Stephanie Moody
Witness

Riley R. Robinson

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 19th day of January, 2022 by Rita R. Bowen a/k/a Rita C. Bowan and Riley R. Robinson, who are personally known to me or who have produced their Florida driver's license as identification.

Notary Public
My Commission Expires: / /

LISA NOVATKA
Commission # GG 316088
Expires January 4, 2024
Bonded Thru Troy Fain-Insurance

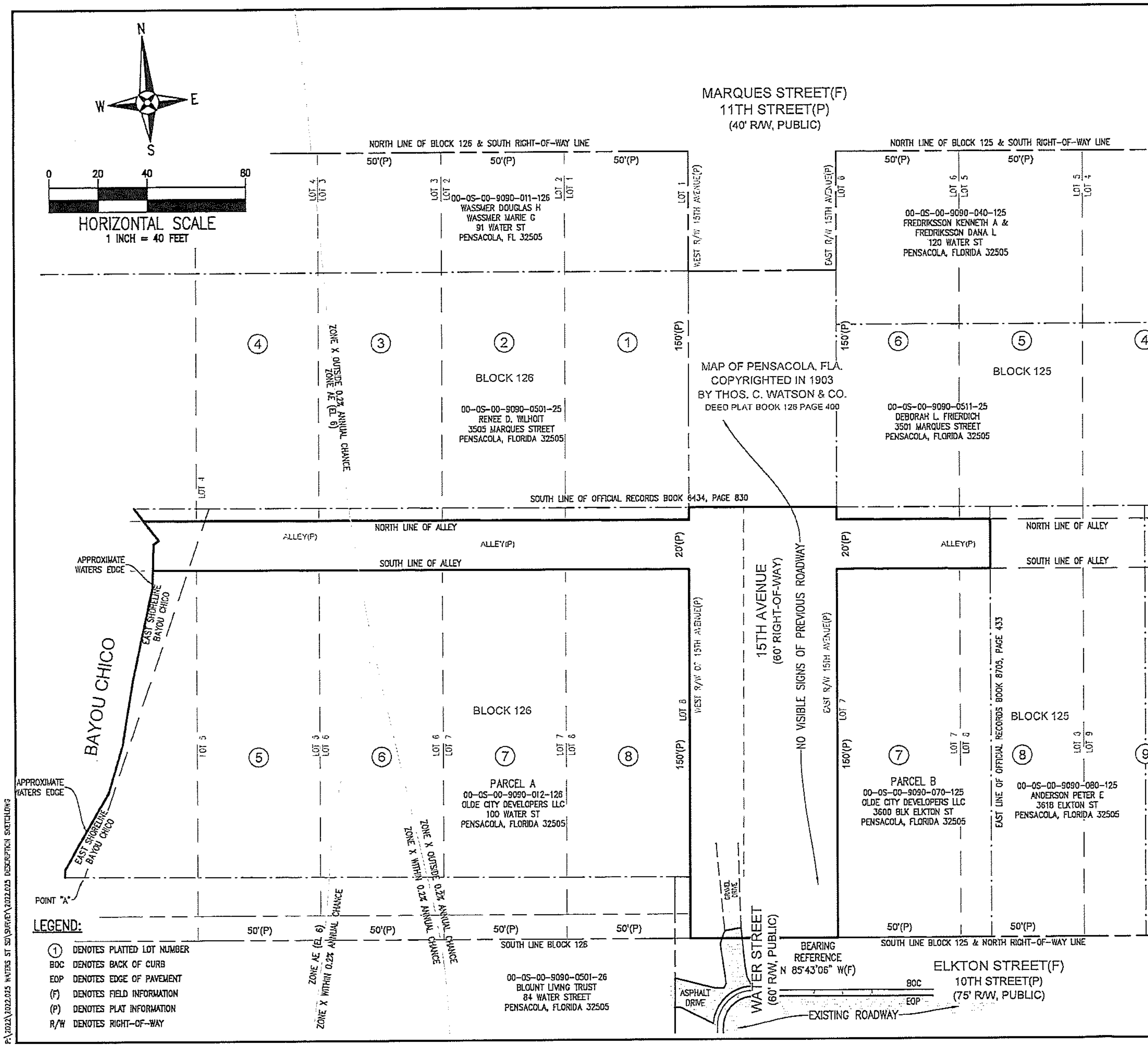
90-54-21

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A:
The following described portion of Section 39, Township 2 South, Range 30 West, in the City of Pensacola, Escambia County, Florida, to-wit: Beginning at the intersection of the South line of said Section 39 and the East shore line of Bayou Chico; thence East along the South line of said Section 39 a distance of 269 feet, more or less, to Water Street; thence North with the West right of way line of Water Street a distance of 150 feet; thence West parallel to the South line of said Section 39 a distance of 221 feet, more or less, to the shore of Bayou Chico; thence Southerly with said Bayou Chico to the Point of Beginning.

Parcel B:
A parcel of land in Sections 39 and 40, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at the Northwest corner of the intersection of Elkton (formerly Tenth Street) and Stillman Street, the Northwest corner of the said intersection being also described as the Southeast corner of Block 125, Pettersen Addition, according to plat recorded in Deed Book 512, at Pages 268 and 269 of the Public Records of said County; thence go West along the South line of the said Block 125 and the North right of way line of Elkton Street a distance of 237.7 feet to the Point of Beginning; thence go North a distance of 175.00 feet; thence go West a distance of 100.00 feet; thence go South a distance of 150.00 feet; thence go East a distance of 21.3 feet; thence go South a distance of 25.00 feet to the North right of way line of Elkton Street; thence go East along the said right of way line a distance of 78.7 feet to the Point of Beginning.



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

THAT PORTION OF 15TH AVENUE (60' PUBLIC RIGHT-OF-WAY – UNOPEN) BETWEEN BLOCKS 125 AND 126, PETTERSEN ADDITION, NORTH OF 10TH STREET (CURRENTLY ELKTON STREET, 75' PUBLIC RIGHT-OF-WAY) AS SHOWN ON MAP OF CITY OF PENSACOLA, FLA., AS PUBLISHED BY THOS. C. WATSON & CO. AND RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND LYING SOUTH OF THE SOUTH LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6434 AT PAGE 830 OF SAID PUBLIC RECORDS AND ALSO, THAT PORTION OF THE ALLEY WAY IN BETWEEN SAID BLOCK 126, AND THAT PORTION OF THE ALLEY WAY IN BETWEEN BLOCK 125 LYING WEST OF THE EAST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 8705 AT PAGE 433, OF SAID PUBLIC RECORDS.

LYING IN AND BEING A PORTION OF SECTION 39, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

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) HAVING A BEARING OF NORTH 85°43'06" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF ELKTON STREET (FORMERLY KNOWN AS TENTH 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 BY MERRILL PARKER SHAW, INC. (JOB No. 21-13716, DATED 7/8/21); COPY OF MAP OF PENSACOLA FLA., PUBLISHED BY THOS. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA, COUNTY, FLORIDA; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. 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.
3. 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, ZONE "X" AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE "AE (EL 6 FEET)" SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0370G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
4. 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.
5. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTIVE PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
6. THE SKETCH SHOWN HEREON IS SUBJECT TO DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
7. THE SURVEY SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
8. THE SKETCH SHOWN HEREON IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
9. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
10. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

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.

Mark A. Norris 6/15/23

BY: MARK A. NORRIS DATE

FLORIDA REGISTRATION No. 6211

RBA REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

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

100 WATER STREET & 3600 BLOCK OF ELKTON STREET
PENSACOLA, FLORIDA 32505
A PORTION OF SECTION: 39 TOWNSHIP: 2 SOUTH RANGE: 30 WEST
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN
1	7/7/23	MAN	ADD ENTIRE ADJACENT R/W

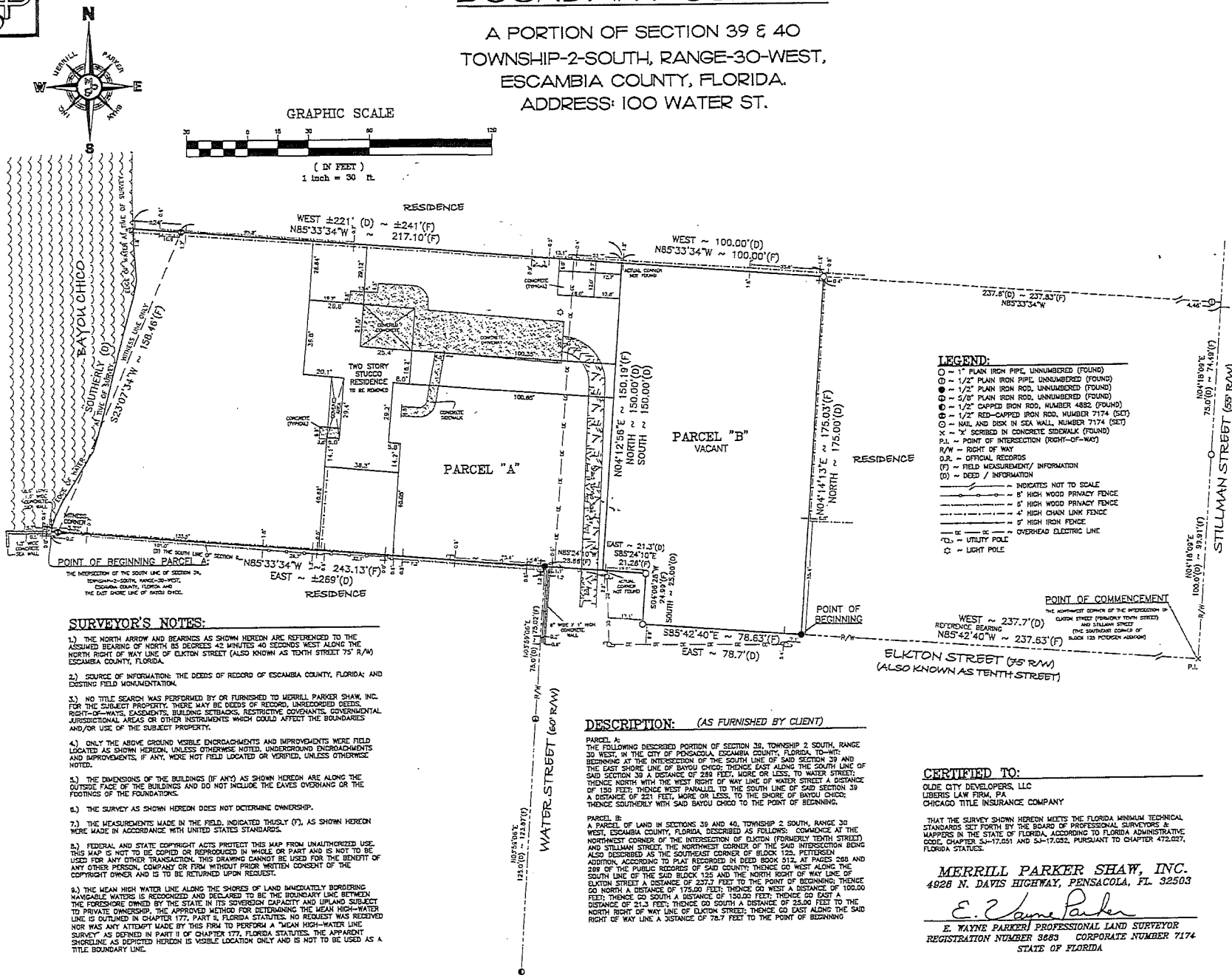
PROJECT: 2022.025
DRAWN BY: ANG
CHK'D BY: MAN
SCALE: 1" = 40'
F.B.: N/A
PG.: N/A
DATE: N/A

DESCRIPTION SKETCH
PREPARED FOR: OLDE CITY DEVELOPERS, LLC
REQUESTED BY: OLDE CITY DEVELOPERS, LLC

1 of 1

BOUNDARY SURVEY

A PORTION OF SECTION 39 & 40
TOWNSHIP-2-SOUTH, RANGE-30-WEST,
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: 100 WATER ST.



SURVEYOR'S NOTES:

1.) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 85 DEGREES 42 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF ELKTON STREET (ALSO KNOWN AS TENTH STREET 75' R/W) ESCAMBIA COUNTY, FLORIDA.

2.) SOURCE OF INFORMATION: THE DEEDS OF RECORD OF ESCAMBIA COUNTY, FLORIDA; AND EXISTING FIELD MONUMENTATION.

3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.

4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

5.) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.

6.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.

7.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

8.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

9.) THE MEAN HIGH WATER LINE ALONG THE SHORES OF LAND IMMEDIATELY BORDERING NAVIGABLE WATERS IS RECOGNIZED AND DECLARED TO BE THE BOUNDARY LINE BETWEEN THE FORESHORE OWNED BY THE STATE IN ITS SOVEREIGN CAPACITY AND UPLAND SUBJECT TO PRIVATE OWNERSHIP. THE APPROVED METHOD FOR DETERMINING THE MEAN HIGH-WATER LINE IS OUTLINED IN CHAPTER 177, PART II, FLORIDA STATUTES. NO REQUEST WAS RECEIVED NOR WAS ANY ATTEMPT MADE BY THIS FIRM TO PERFORM A "MEAN HIGH-WATER LINE SURVEY" AS DEFINED IN PART II OF CHAPTER 177, FLORIDA STATUTES. THE APPARENT SHORELINE AS DEPICTED HEREON IS VISIBLE LOCATION ONLY AND IS NOT TO BE USED AS A TITLE BOUNDARY LINE.

DESCRIPTION: (AS FURNISHED BY CLIENT)

PARCEL A:
THE FOLLOWING DESCRIBED PORTION OF SECTION 39, TOWNSHIP 2 SOUTH, RANGE 30 WEST, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, TO-WIT: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 39 AND THE EAST SHORE LINE OF BAYOU CHICO; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 39 A DISTANCE OF 269 FEET, MORE OR LESS, TO WATER STREET; THENCE NORTH WITH THE WEST RIGHT OF WAY LINE OF WATER STREET A DISTANCE OF 150 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 39 A DISTANCE OF 221 FEET, MORE OR LESS, TO THE SHORE OF BAYOU CHICO; THENCE SOUTHERLY WITH SAID BAYOU CHICO TO THE POINT OF BEGINNING.

PARCEL B:
A PARCEL OF LAND IN SECTIONS 39 AND 40, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE INTERSECTION OF ELKTON (FORMERLY TENTH STREET) AND STILLMAN STREET, THE NORTHWEST CORNER OF THE SAID INTERSECTION BEING ALSO DESCRIBED AS THE SOUTHEAST CORNER OF BLOCK 125, PETTERSEN ADDITION, ACCORDING TO PLAT RECORDED IN DEED BOOK 512, AT PAGES 268 AND 269 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO WEST ALONG THE SOUTH LINE OF THE SAID BLOCK 125 AND THE NORTH RIGHT OF WAY LINE OF ELKTON STREET A DISTANCE OF 237.7 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH A DISTANCE OF 175.00 FEET; THENCE GO WEST A DISTANCE OF 100.00 FEET; THENCE GO SOUTH A DISTANCE OF 150.00 FEET; THENCE GO EAST A DISTANCE OF 21.3 FEET; THENCE GO SOUTH A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ELKTON STREET; THENCE GO EAST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 78.7 FEET TO THE POINT OF BEGINNING

CERTIFIED TO:

OLDE CITY DEVELOPERS, LLC
LIBERIS LAW FIRM, PA
CHICAGO TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503

E. Wayne Parker

E. WAYNE PARKER PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2021 BY MERRILL PARKER SHAW, INC.

NO.	DATE	APPR.	REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

E. WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N. DAVIS HWY PH: (850) 478-4923
PENSACOLA, FL 32503 FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

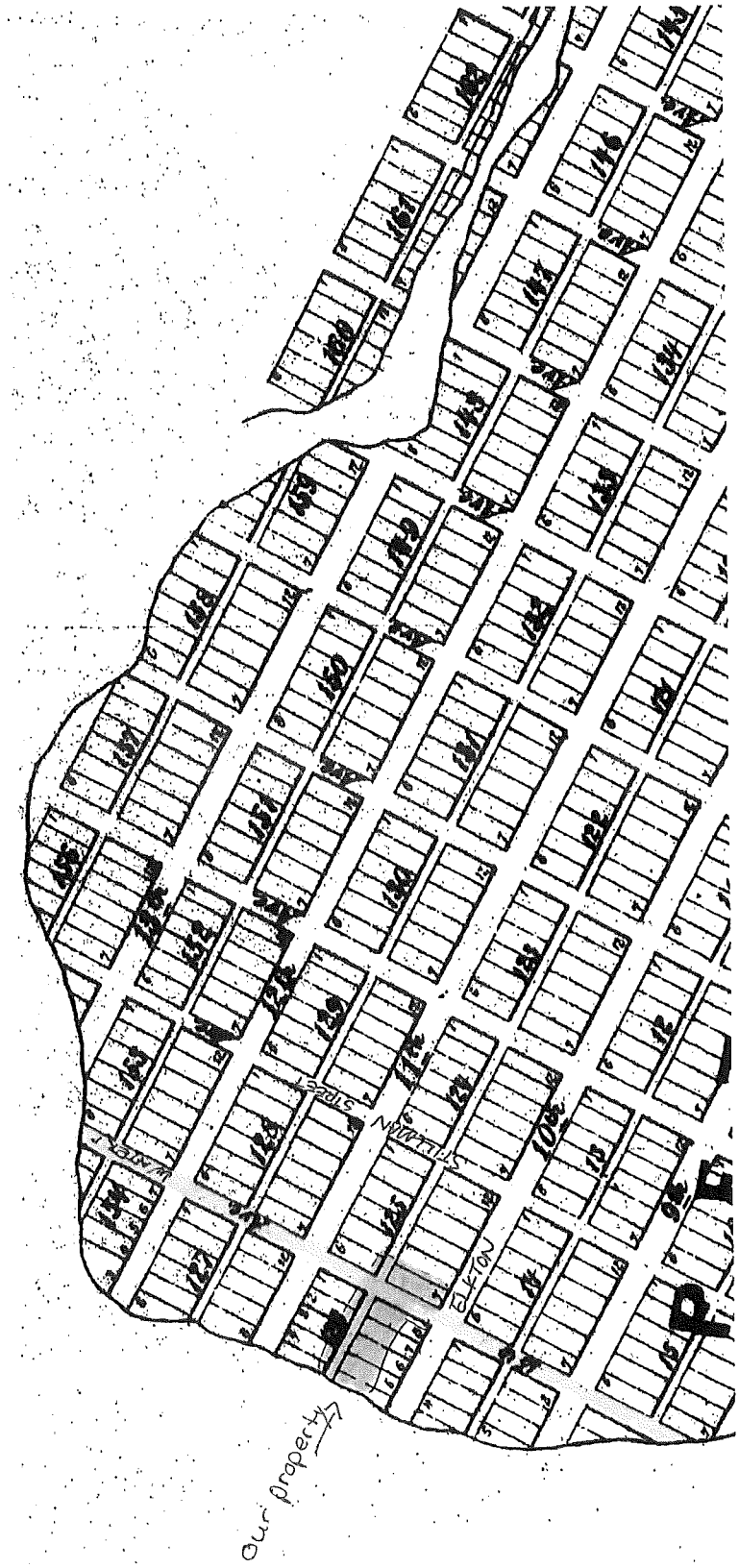
SCALE: 1" = 30'	DRAWN: RDC	CHECKED: EWP	DATE: 7/8/21
FIELD DATE: 06/28/21		FIELD BOOK: 473, PAGE 12	

BOUNDARY SURVEY
A PORTION OF SECTION 39,
TOWNSHIP-2-SOUTH, RANGE-30-WEST,
ESCAMBIA COUNTY, FLORIDA,
ADDRESS: 100 WATER ST.

REQUESTED BY: SCOTT JUNNINGS
PREPARED FOR: OLDE CITY DEVELOPERS, LLC

JOB NO. 21-13716 S-1

SHEET 1 OF 1


Our property
ELKTON
Street
WAYNE

CHICAGO TITLE
INSURANCE COMPANY

Policy No.: 1088-1-90-54-21-2022.7230609-226435727

OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

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

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

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(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely, or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

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

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

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

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: _____
Authorized Officer or Agent

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

By:

Randy R. Quirk
President

Attest:

Marjorie Nemzura
Secretary

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EXCLUSIONS FROM COVERAGE

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

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

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

(i) The term "Insured" also includes

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

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

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

(b)The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to

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do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

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

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

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

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

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

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

(i) the Amount of Insurance; or

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

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

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

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

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

9. LIMITATION OF LIABILITY

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

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(b)In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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

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

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

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

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

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

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

18. NOTICES, WHERE SENT

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

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Chicago Title Insurance Company

POLICY OF TITLE INSURANCE
SCHEDULE A
Chicago Title Insurance Company

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

Policy Number: 7230609-226435727

Order Number: 9404227
Customer Reference: 90-54-21
Amount of Insurance: $350,000.00
Premium: $1,825.00

Address Reference: 100 Water Street
Pensacola, FL 32505
Escambia County
(for informational purposes only)

Date of Policy: January 19, 2022 at 12:34 PM

1. Name of Insured:

   Olde City Developers, LLC, a Wyoming limited liability company

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   Olde City Developers, LLC, a Wyoming limited liability company

4. The land referred to in this policy is described in Exhibit "A" attached hereto and made part hereof.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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explained the procedures of the Board meeting including requirements for audience participation. Chair Person Ritz, Vice Chairperson Larson, Board Members Grundhoefer, Villegas, Sampson, and Van Hoose were sworn in by Assistant City Clerk Tice. Vice Chairperson Larson nominated Chairperson Ritz to continue as Chairperson, seconded by Board Member Grundhoefer, and it carried unanimously. Board Member Van Hoose nominated Chairperson Larson to continue as Vice Chairperson, seconded by Board Member Sampson, and it carried unanimously.

Approval of Meeting Minutes – **Vice Chairperson Larson made a motion to approve the June 13, 2023, minutes, seconded by Board Member Sampson, and it carried 6:0.**

New Business –

Request for Vacation of Alley and Street Right of Way – 100 Water Street and 3600 BLK Elkton Street – Zone R-1A – District 7

Assistant Planning & Zoning Manager, Harding introduced the item, a request has been received from Old City Developers, LLC, for a vacation of right of way at 100 Water Street and 3600 BLK Elkton Street. This includes two rights of way: (1) an unimproved portion of Water Street and (2) an unimproved alleyway. Both are located within two parcels and under a single ownership. The purpose is to later development the parcels as a subdivision which will also be reviewed by Planning Board at that time. This request has been routed through the various City departments and utility providers. Those comments are attached for your review. The item was properly noticed. Pensacola Energy had comments that have been resolved. Comments made by Florida Power and Light concerned overhead facilities in which their easement rights will be retained. Chairperson Ritz stated that the citizens of the City of Pensacola may give without payment being received the alley and right of way, they would be in fact giving it away. The applicant owns property on both sides of the right of way, they would get the entire right of way. The citizens may gain a benefit by it being on the tax roll, but the citizens would no longer have access to this right of way and the alleyway to the water. The right of way is quite overgrown, it appears to not have been used for an extended time. Board Member Grundhoefer wanted to know if the owner owned both sides of the alley way, Assistant Planning & Zoning Manger, Harding replied yes. The City was not aware of the right of away until a potential subdivision plat was submitted for review. Chairperson Ritz stated that there's still a right of way north of this right of way, the owners of that property may come in the future to request a vacation of that right of way. Charles Libers spoke on behalf of Olde City developers, he stated the road is never used and it has been under one ownership for years. The property owners to the north no longer use the alley or right of way. Dana Fredrikkson owner of 120 Water Street spoke out against this item, feels it will deny access to the water to the public. Even though she is opposed to this request, she does want construction of new houses to continue. Board Member Grundhoefer asked if she or her family members have used the access, she stated no but that does not mean she will not in the future. Renee Wilhoit of 3501 Marques Street stated she is not against the vacation of right way, however she wanted to make sure she maintains her legal access to Water and Marques Street and make sure she's not land locked. Debbie Friedrich of 3505 Marques Street shared the same concerns, wants a little more time to look at this request. Charles Liberis spoke again, stated he has no issue with a continuance so his surveyor can speak to Renee Wilhoit. Chairperson Ritz stated the boards decision is advisement to City Council,

Council will make their own decision. Assistant City Attorney Lindsay advised if they table the item, it becomes an automatic approval. Assistant Planning & Zoning Manager Harding stated that section 12-12-2 (4) Rules of procedure, meetings, and records. Any matter referred to the board shall be acted upon by the board within 45 days of the date of reference, unless a longer or shorter period is specified. Assistant City Attorney Lindsay advised the board to deny without prejudice instead of tabling the item. Boards Members discussed who owns the various parcels surrounding the right of way in question. **Board Member Grundhoefer made the motion to deny the application without prejudice and to allow the applicant to return to Planning Board to verify concerns heard by the public**. The concerns primarily included whether or not the Water Street right of way continued to the north and within the property located at 3505 Marques Street, and if the property located at 3501 Marques Street would be land locked as a result of the requested vacation. **The motion was seconded by Board Member Villegas**. Staff clarified that based on the application process, the applicant could choose to proceed to a City Council hearing, but that Planning Board's recommendation to City Council would be for denial. Alternatively, the applicant could choose to return to Planning Board with additional information resolving neighboring concerns in effort to receive a recommendation for approval. **With no further discussion, the board carried the motion 6-0.**

Aesthetic Review Application – 50 S. 9th Avenue – Gateway Redevelopment District – District 6

Assistant Planning & Zoning Manager, Harding introduced the item for aesthetic review of 50 S. 9th Avenue. SMP Architecture is seeking site plan and aesthetic approval for the Hawkshaw development project. The residential development shows three three-story buildings to accommodate 58 units. Materials include a stucco system façade with aluminum frame openings and standing seam metal roofs. Parking will be provided at the north side of the complex and along S. 10th Avenue. The parking area is proposed to be covered by concrete pavers in a herringbone pattern. This project has undergone a number of modifications, and a letter from CRA outlining certain deviations from past plans has been included. However, this current version will also be reviewed at the August 17 CRA meeting. As a result, any approvals granted by Planning Board will be contingent upon CRA's acceptance of the plans and subsequent permitting requirements. This request has been routed through the various City departments and utility providers. Those comments are attached for your review. The minutes from this meeting will be provided to the CRA, if CRA determines changes are needed this project could come back before the Planning Board. Brian Spencer of SMP Architecture spoke on the item and introduced a video of the planned project. He will have to go before the CRA on August 14th regarding this project. They are hoping to provide more housing opportunity for those who would like to live in the city limits. It's a three building scheme with connectivity, a tree orchard, 104 onsite parking spaces, an arborist has been hired to preserve three heritage oaks on this parcel. All residents will be built no lower than twelve feet. Site storm retention has been addressed via design capacity of the Admiral Mason Park stormwater pond. You will not see any onsite stormwater retention, there will be inlets and the roof will have internal downspouts within columns that then go to underwater stormwater systems. Aesthetically, there will be flat roofs, metal gable roof, and flat parapet roof. Documents submitted to the city show a concrete building, they are checking the pricing of CMU and ICF, exterior will

100 BLK STILLMAN ST
MARQUES ST
WATER ST
91 WATER ST
120 WATER ST
75 N STILLMAN ST
3505 MARQUES ST
3501 MARQUES ST
47 N STILLMAN ST
11 N STILLMAN ST
100 WATER ST
3600 BLK ELKTON ST
3618 ELKTON ST
3616 ELKTON ST
9 N STILLMAN ST
Right of Way Vacation Request
0
0.01
0.02 Miles
4 WATER ST
ELKTON ST
Date: 8/3/2023
N
W
E
S
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
C:\Users\gharding\OneDrive - City of Pensacola\Desktop\GIS\Planning Board Maps\Template10_7_1.mxd
PENSACOLA
FLORIDA'S FIRST & FUTURE
500 W NAVY BLVD
WATER ST
75 WATER ST
3502 W NAVY BLVD

Sec. 12-11-4. Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(1) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the planning services department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

a. An application for vacation of streets, alleys or other public right-of-way must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.

b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

c. No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

i. Accurate site plan drawn to scale;

ii. A legal description of the property proposed to be vacated;

iii. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

iv. Reason for vacation request;

v. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

4. Any party may appear in person, by agent, or by attorney.

5. Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(2) *Planning board review and recommendation.* The request to vacate will be distributed to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefor, to the city planning services department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

a. Public notice for vacation of streets, alleys.

1. A sign shall be prominently posted on the property to which the application pertains at least seven days prior to the scheduled board meeting.

2. The city shall notify property owners within a 300-foot radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(3) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

a. *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten days prior to the public hearing. The city shall notify property owners by certified mail, as identified by the current county tax roll, at least 15 days prior to the city council public hearing.

1. In case of an alley vacation request all adjacent owners shall be notified.

2. In the case of a street vacation request, all property owners within 300 feet of the request shall be notified.

b. *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two times following the public hearing, at which time the vacation becomes effective. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

(4) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(5) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(6) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Code 1986, § 12-12-4; Ord. No. 6-93, § 26, 3-25-1993; Ord. No. 44-94, § 7, 10-13-1994; Ord. No. 15-00, § 8, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009; Ord. No. 01-19, § 1, 2-14-2019; Ord. No. 23-20, 7-16-20)

Sec. 12-3-4. Medium-density residential land use district regulations.

The regulations in this section shall be applicable to the one- and two-family zoning districts: R-1AA, R-1A and R-1B.

(1) *Purpose of district.* The medium-density residential land use district is established for the purpose of providing a mixture of one- and two-family dwellings with a maximum density of 17.4 dwelling units per acre. Recognizing that, for the most part, these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhoods.

(2) *Uses permitted.*

a. Single-family detached dwellings.

b. Accessory residential units subject to regulations in section 12-3-81.

c. Single-family attached dwellings (townhouse construction, maximum two units).

d. Two-family attached dwellings (duplex).

e. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

f. Cemeteries, when:

1. Seventy-five percent of all owners of adjacent dwellings within 175 feet of the boundary of the cemetery give their written consent; and

2. The provisions of section 12-3-85 have been met.

g. Residential design manufactured homes are permitted in the R-1A district, with a maximum density of 12.4 units per acre subject to regulations in section 12-3-91.

h. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.

i. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.

j. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.

k. Home occupations subject to regulations in section 12-3-57.

l. Municipally owned and operated parks and playgrounds.

m. Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.

n. Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.

o. Family day care homes licensed by the state department of children and family services as defined in state statutes.

(3) *Conditional uses permitted.*

a. Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in section 12-3-91.

b. Bed and breakfast subject to regulations in section 12-3-84.

c. Child care facilities subject to regulations in section 12-3-87.

d. Accessory office units subject to regulations in section 12-3-80.

(4) *Development permitted.*

a. Conventional subdivision subject to regulations in section 12-3-105.

b. Special planned development subject to regulations in section 12-3-106.

(5) *Regulations for development within the medium-density residential land use district.* Tables 12-3.2 and 12-3.2A describe requirements for the one- and two-family residential zoning districts.

TABLE 12-3.2. REGULATIONS FOR THE MEDIUM-DENSITY RESIDENTIAL ZONING DISTRICTS

Standards	R-1AA			R-1A		
	Single-Family Detached	Two-Family Attached (duplex)	**Single-Family Attached (townhouses)	Single-Family Detached	Two-Family Attached (duplex)	**Single-Family Attached (townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	11.6 units per acre	12.4 units per acre	17.4 units per acre	17.4 units per acre
Minimum Lot Area	5,000 s.f.	7,500 s.f.	3,750 s.f.	3,500 s.f.	5,000 s.f.	2,500 s.f.
Lot Width At Minimum Building Setback Line	40 feet	60 feet	30 feet	30 feet	50 feet	25 feet
Minimum Lot Width At Street R-O-W Line	40 feet	50 feet	25 feet	30 feet	50 feet	25 feet
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 30 feet 6 feet 30 feet			(Minimum Building Setbacks) 20 feet 5 feet 25 feet		
Off-Street Parking	1 space/unit		2 sp./unit	1 space/unit		2 sp./unit
Maximum Building Height	35 feet Except as provided in section 12-3-62)			35 feet (Except as provided in section 12-3-62)		

*The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.
**Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.
***All future residential development on parcels changed to a Medium-Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal nonconforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.

TABLE 12-3.2A

Standards	R-1B		
	Single-family Detached	Two-Family Attached (Duplex)	**Single-family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	17.4 units per acre
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 10 feet 5 feet 10 feet		
Off-Street Parking	1 space/unit		
Maximum Building Height	45 feet (Except as provided in section 12-3-62)		
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	Maximum 50%		
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units: The maximum combined area occupied by all	Building Height 1—4 stories 5—7 stories 8—9 stories (See note 4)	Building Coverage 30% 25% 20%	

principal and accessory buildings			
*The front yard depths in the R-1AA, R-1A and R-1B districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.			
**Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.			

(Code 1986, § 12-2-4; Ord. No. 6-93, § 2, 3-25-1993; Ord. No. 29-93, § 2, 11-18-1993; Ord. No. 45-96, § 2 (exh. 1), 9-12-1996; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 11-16, § 1, 5-12-2016; Ord. No. 23-16, § 1, 8-11-2016)

Review Routing

Meeting: January 9, 2024

Project: Vacation of Right of Way - Water Street and Alleyway

Department:	Comments:
Planning	No issues or comments for Planning Board review.
FIRE	No issues or comments.
PW/E	No issues or comments.
Surveyor	No issues or comments.
Inspection Svcs	No issues or comments.
Pensacola Energy	No issues or comments.
ECUA	ECUA has no objection to the r/w vacation and will not be requesting a retained easement, as long as the vacated area does not include any portion of Elkton St.
FPL	FPL does have facilities within this vacate and asks that an easement be retained for those facilities.
ATT	No issues or comments.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-132 | Planning Board | 2/13/2024

ACTION ITEM

SUBJECT:

Request for Zoning and Future Land Use Map Amendment for Blount and 6th Avenue, Zone R-1AA

SUMMARY:

Rajiv Rajah is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 1421 N. 6th Avenue (total of two parcels) and 1419 N. 6th Avenue. The properties are currently zoned R-1AA, Medium-Density Residential Zoning District, and the existing Future Land Use (FLU) designation is MDR, Medium-Density Residential. The applicant is proposing to amend the zoning district to R-NC, Residential/Neighborhood Commercial Zoning District, and the FLU to Residential/Neighborhood Commercial Land Use.

The properties are currently "existing nonconforming" in terms of land use and setbacks. If approved, the desire is to bring the lots into zoning compliance with the intent to later subdivide, since the requested zoning would accommodate smaller setbacks and lot requirements.

Existing Zoning	Proposed Zoning	Existing FLU	Proposed FLU
R-1AA	R-NC	MDR	RNC

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 Medium-density residential land use district regulations
Sec. 12-3-7 Residential/neighborhood commercial land use district
Sec. 12-11-3 Amendments

ATTACHMENTS:

1. Rezoning FLUM_Blount and 6th Ave_Images
2. Zoning and FLUM Amendment_Blount and 6th_Complete Application
3. GIS Maps
4. Sec._12_3_4._Medium_density_residential_land_use_district_regulations.

5. Sec._12_3_7.___Residential_neighborhood_commercial_land_use_district.
6. Sec._12_11_3._Amendments.
7. Review Comments_Rezoning and FLUM

Blount and 6th Avenue – Rezoning and Future Land Use Map Amendment

REZONING

Please check application type:

		Comprehensive Plan / FLUM Amendment (< 10 acres)	Comprehensive Plan / FLUM Amendment (≥ 10 acres)
☐	**Conventional Rezoning**	[X]	☐
	Application Fee: $2,500.00	*$3,500.00*	*$3,500.00*
	Rehearing/Rescheduling (Planning Board): $250.00	*$250.00*	*$250.00*
	Rehearing/Rescheduling (City Council): $750.00	*$750.00*	*$1,000.00*

Applicant Information:

Name: Rajiv Rajah Date: 1.10.2024

Address: 1010 N Hayne St Unit 5

Phone: (850) 696-7443 Fax: _____ Email: rrt_llc@yahoo.com

Property Information:

Owner Name: Rajiv T Rajah Trustee For Rajah Revocable Trust Phone: 850.696.7443

Location/Address: 1419 North 6th Avenue

Parcel ID: 0 0 - 0 S - 0 0 - 9 0 2 0 - 0 5 0 - 0 5 8 Acres/Square Feet: .228

Zoning Classification: Existing R-1AA Proposed R-NC

Future Land Use Classification: Existing MDR Proposed RNC

Reason Rezoning Requested:

There are two other parcels in this request 000S009020051058 and 000S009020052058

See attached sheet

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

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 11 day of January, 2024.

Rajiv Rajah
Applicant Signature

Rajiv Rajah
Owner Signature

Rajiv Rajah
Applicant Name (Print)

Rajiv Rajah
Owner Name (Print)

GREG PAUL-WAYNE GROVER
Notary Public
State of Florida
Comm# HH257899
Expires 4/27/2026

Sworn to and subscribed to before me this 11th day of January, 2024

Name: Greg P. Grover Commission Expires: 4/27/2024

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

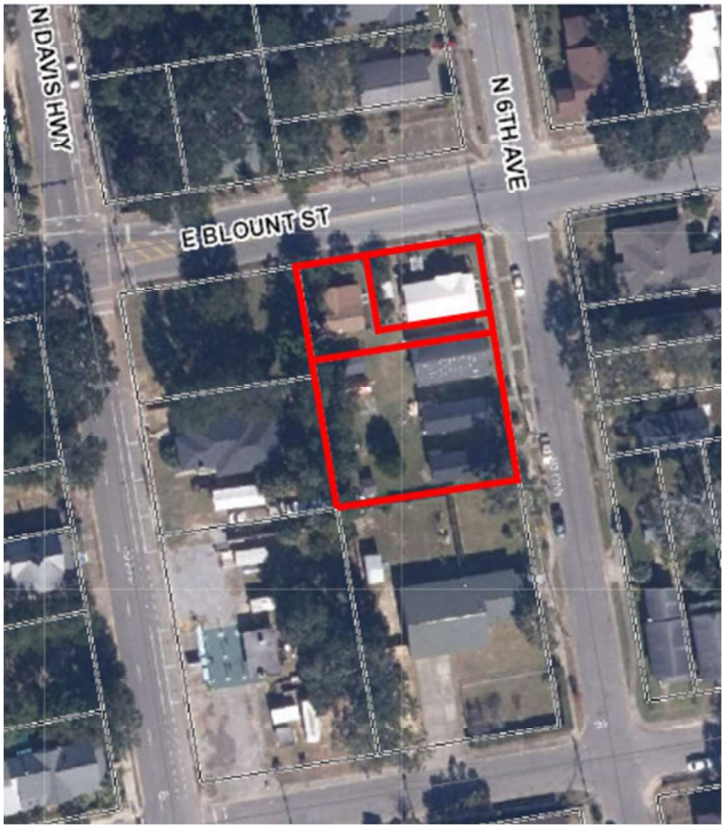
RE: Rezoning and FLUM Application

Dear City of Pensacola,

Please find enclosed the rezoning and FLUM application and required attachments for the following properties per City of Pensacola:

Parcel ID	Address	Owner	Current Zoning	Requested Zoning	Current FLUM	Requested FLUM
00-0S-00-9020-052-058	1421 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC
00-0S-00-9020-051-058	1421 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC
00-0S-00-9020-050-058	1419 North 6th Ave	Rajah T Rajiv Trustee Rajah Revocable Trust	R-1AA	R-NC	MDR	RNC

The three contiguous parcels are located at the corner of N 6th Ave and E Blount St as shown in the map below and in the attachments included with this submission.



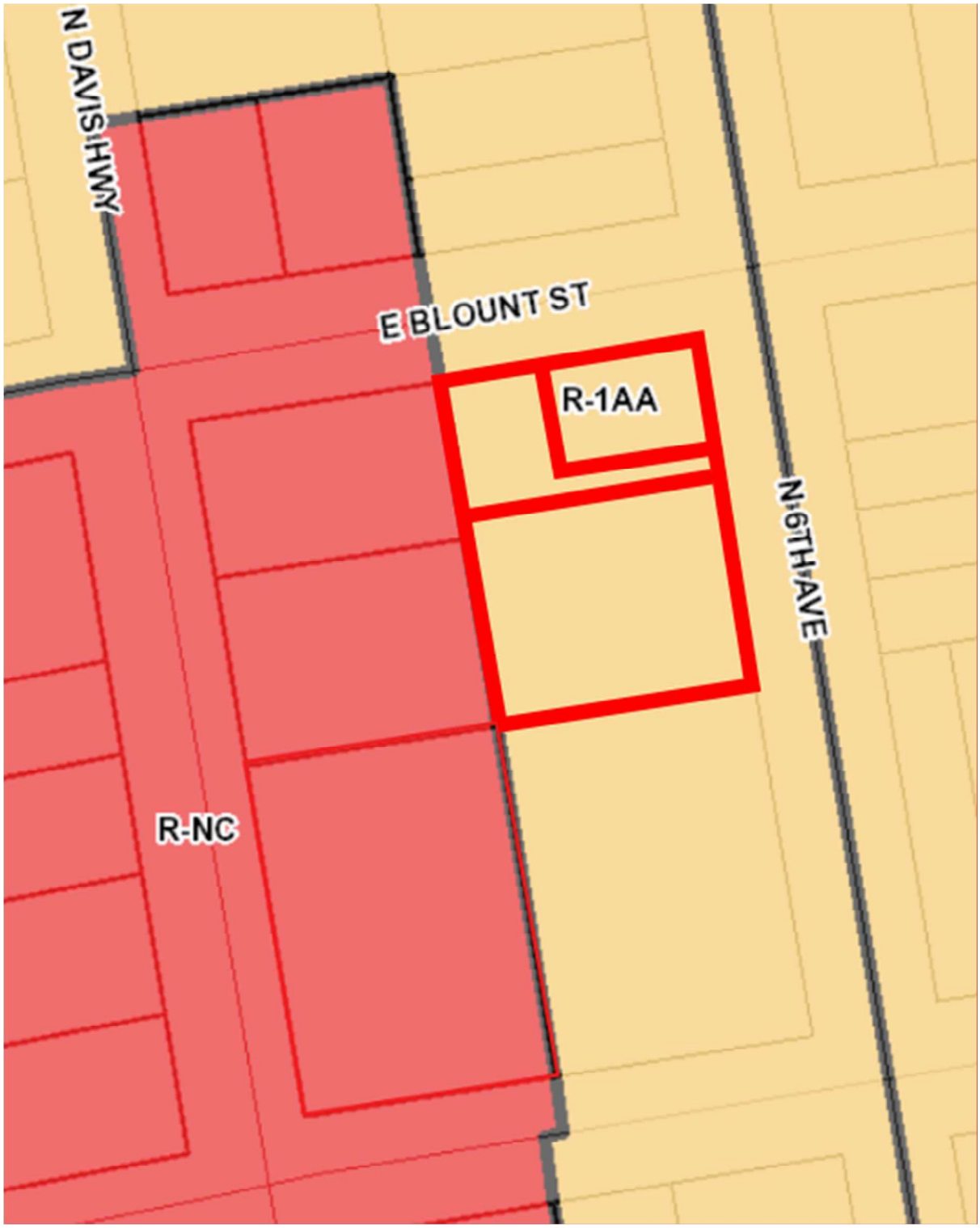
Existing Conditions.

- The properties owned by RAJIV T RAJAH TRUSTEE FOR RAJAH REVOCABLE TRUST are located within the R-1AA zoning district as well as the CRA Urban Design Overlay District (CRAUDOD). The CRAUDOD applies to new development and does not apply to existing buildings. Therefore, when reviewed the properties for zoning compliance, the property zoning that applies is R-1AA standards.
- The zoning district line for R-1AA bisects this particular block, BLK 58 East King Tract, with the adjacent properties on the west side of the block being located within the R-NC zoning district.
- Within the R-1AA zoning district, the minimum lot size is 5,000 SF with a minimum lot width of 40 feet. The applicable setbacks are: FY= 30'; RY= 30'; SY= 6'. Only one primary residence and one accessory dwelling unit is allowed per parcel.
- The parcel identified at 1419 North 6th Avenue contains 3 dwelling units on a single parcel and 1421 North 6th Ave consists of two separate parcels each with 1 dwelling unit on the parcel. The parcels identified by parcel numbers 000S009020050058, 000S009020051058, and 000S009020052058 are all under common ownership and are currently undersized for the R-1AA district.

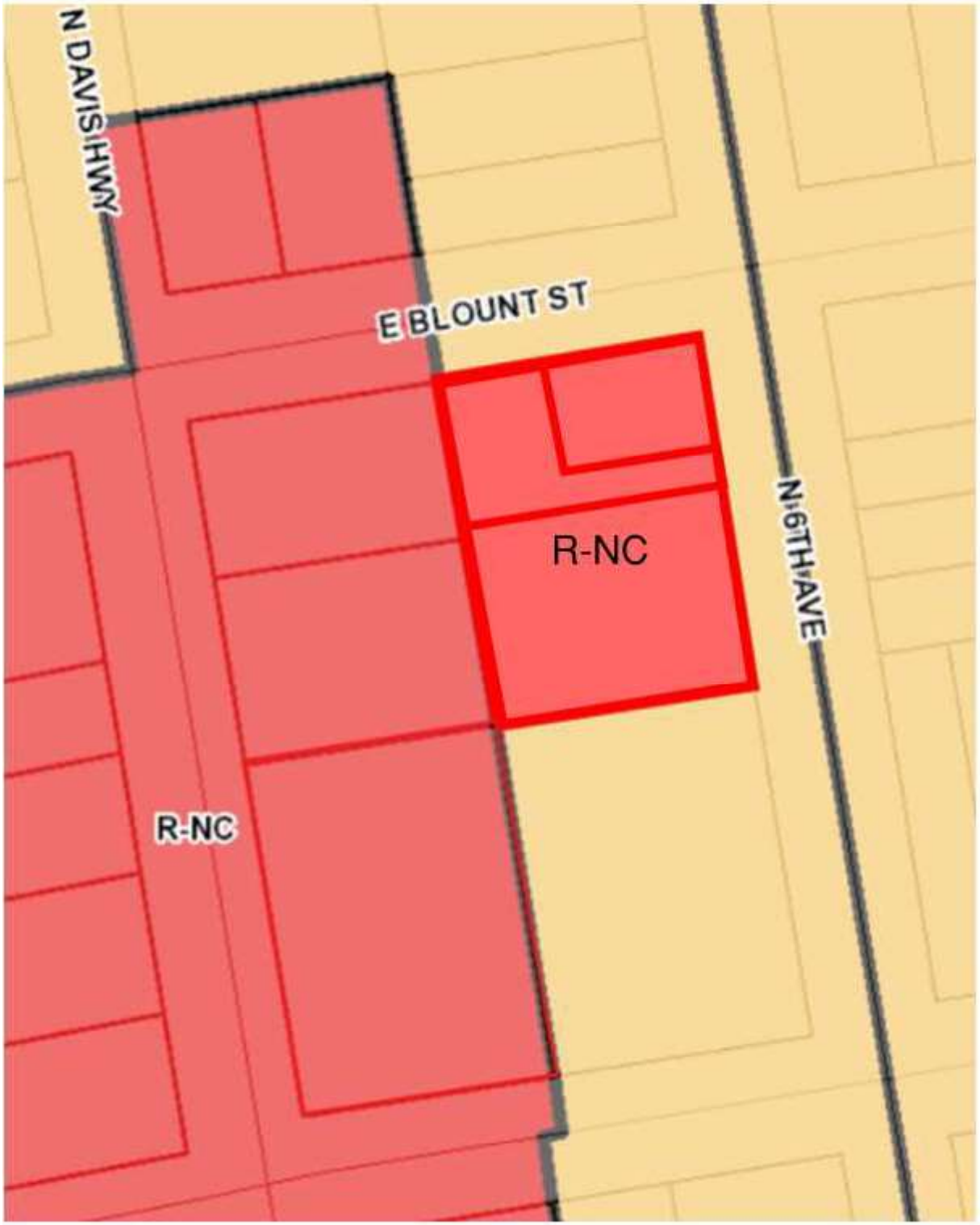
Reasoning for Request:

The desired goal is to bring the lots into compliance with use and lot size to the greatest extent possible. The changing of the Zoning and the FUME would allow for slightly smaller setbacks and aligning closer to the newer CRAUDOD zoning desires and CRA zoning. The owner would also like to explore the possibility of developing residential accessory dwelling units on the property at a future date.

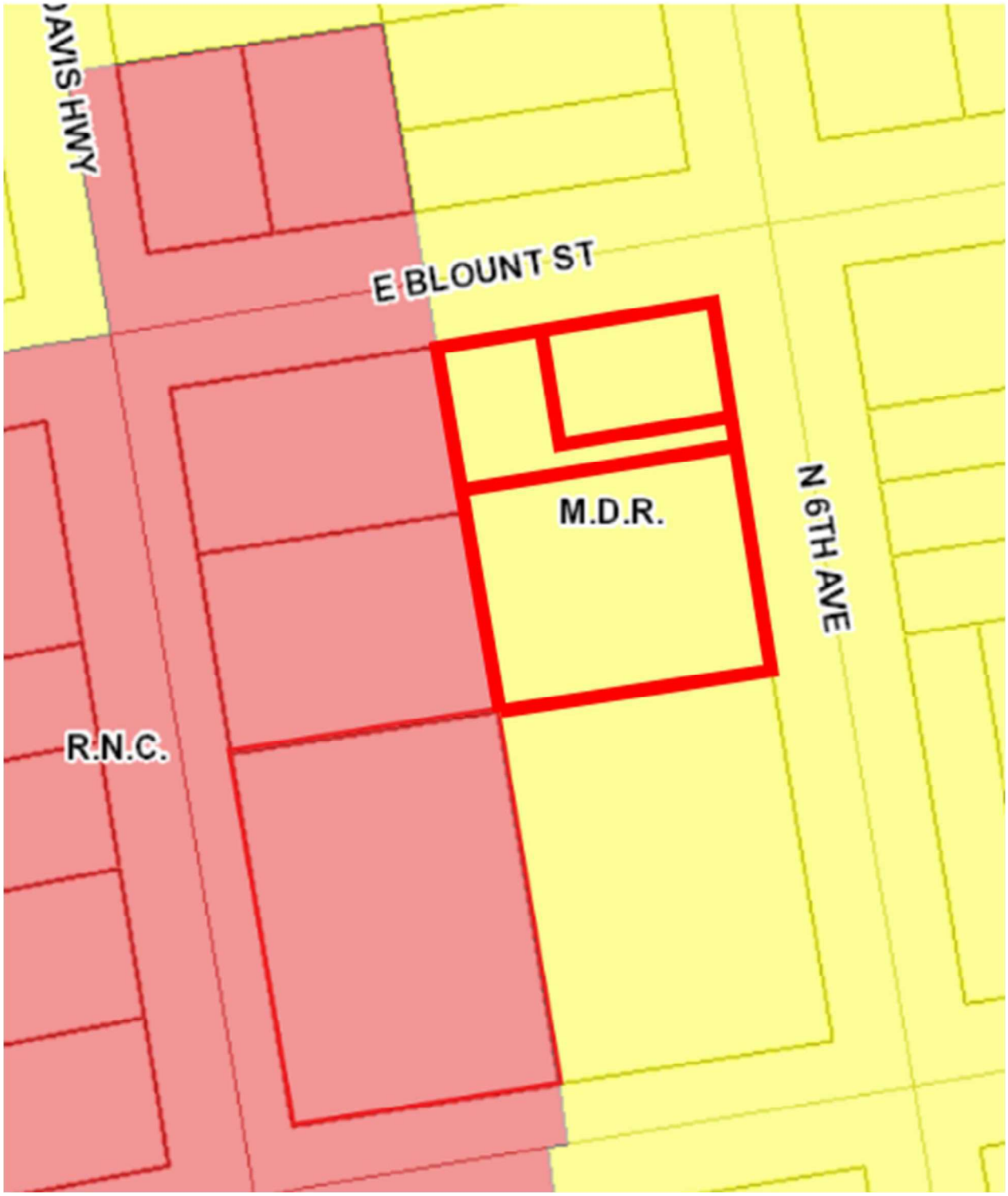
Existing Zoning



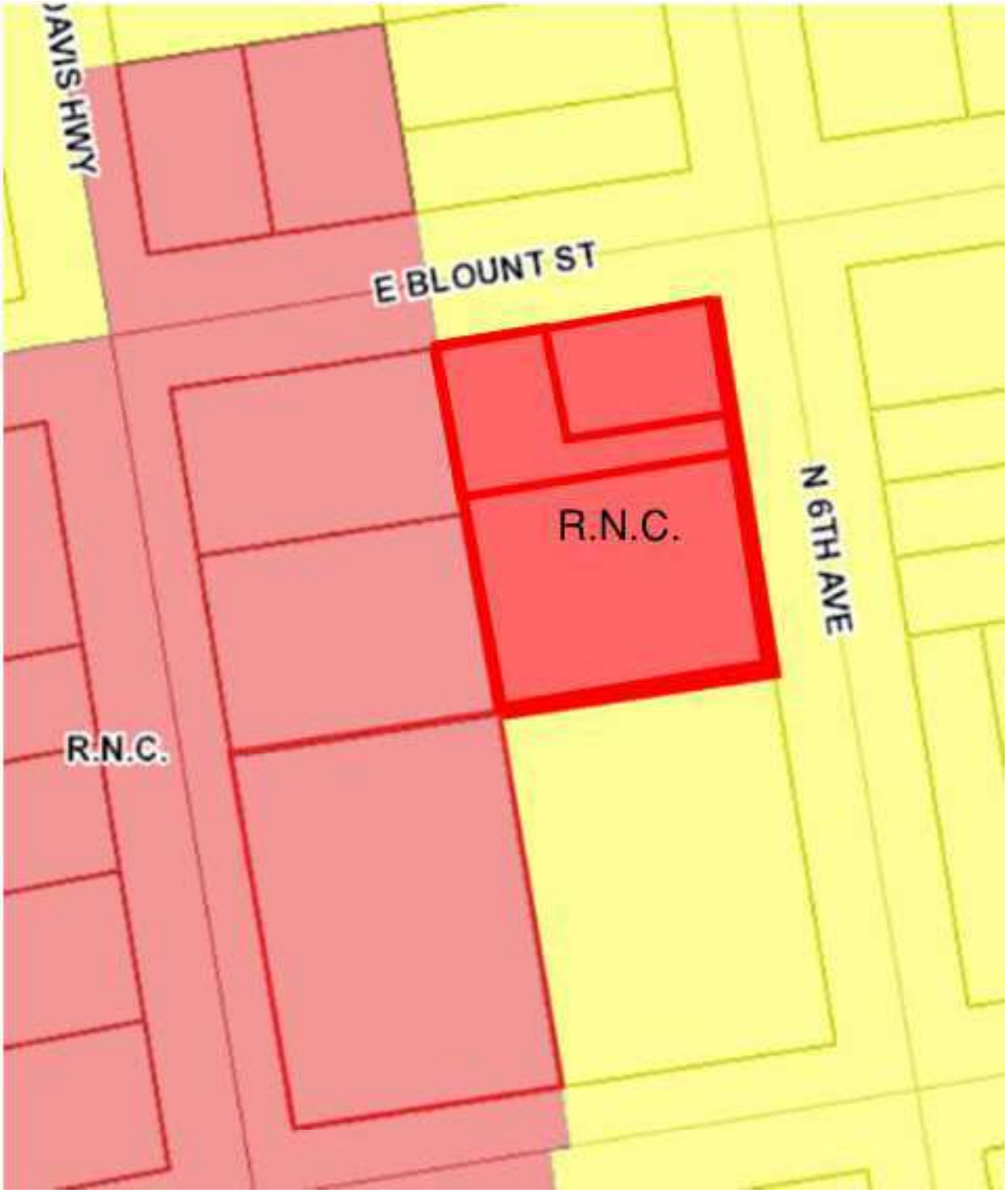
Proposed Zoning



Existing FLUM Zoning

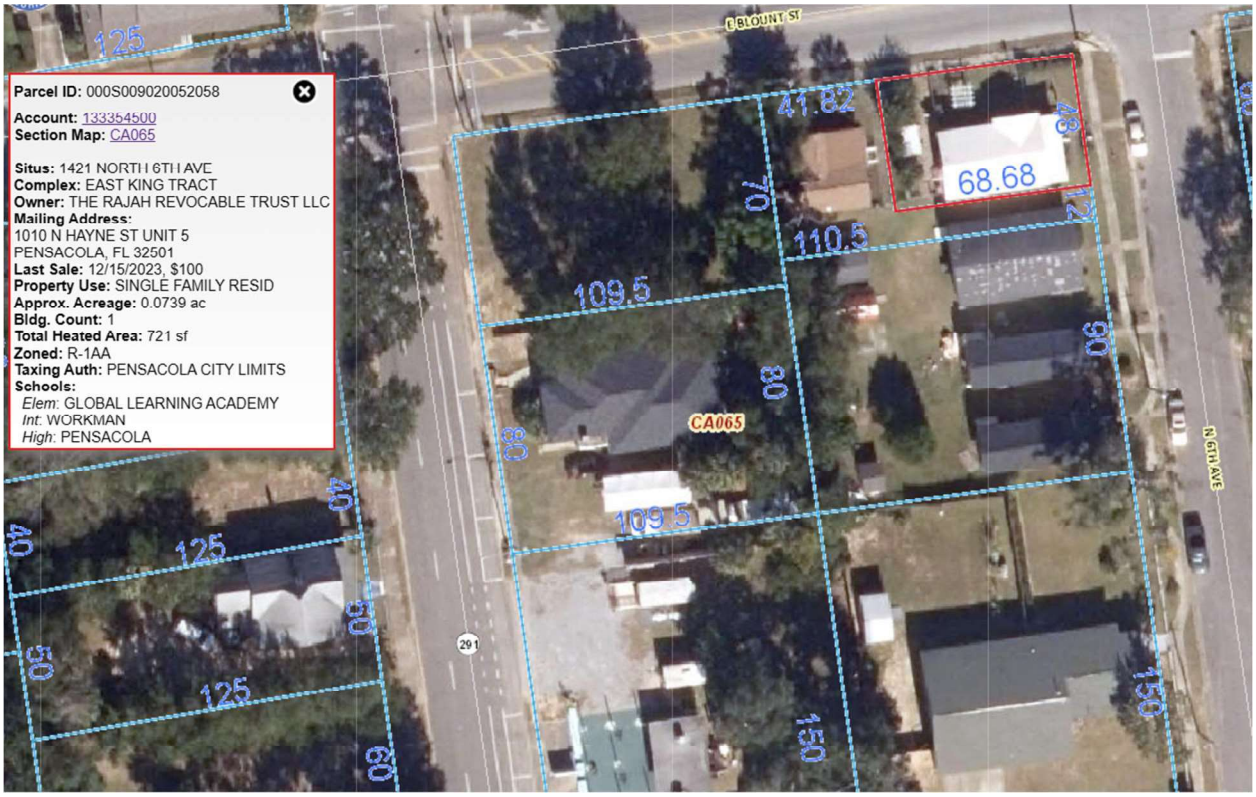


Proposed FLUM Zoning



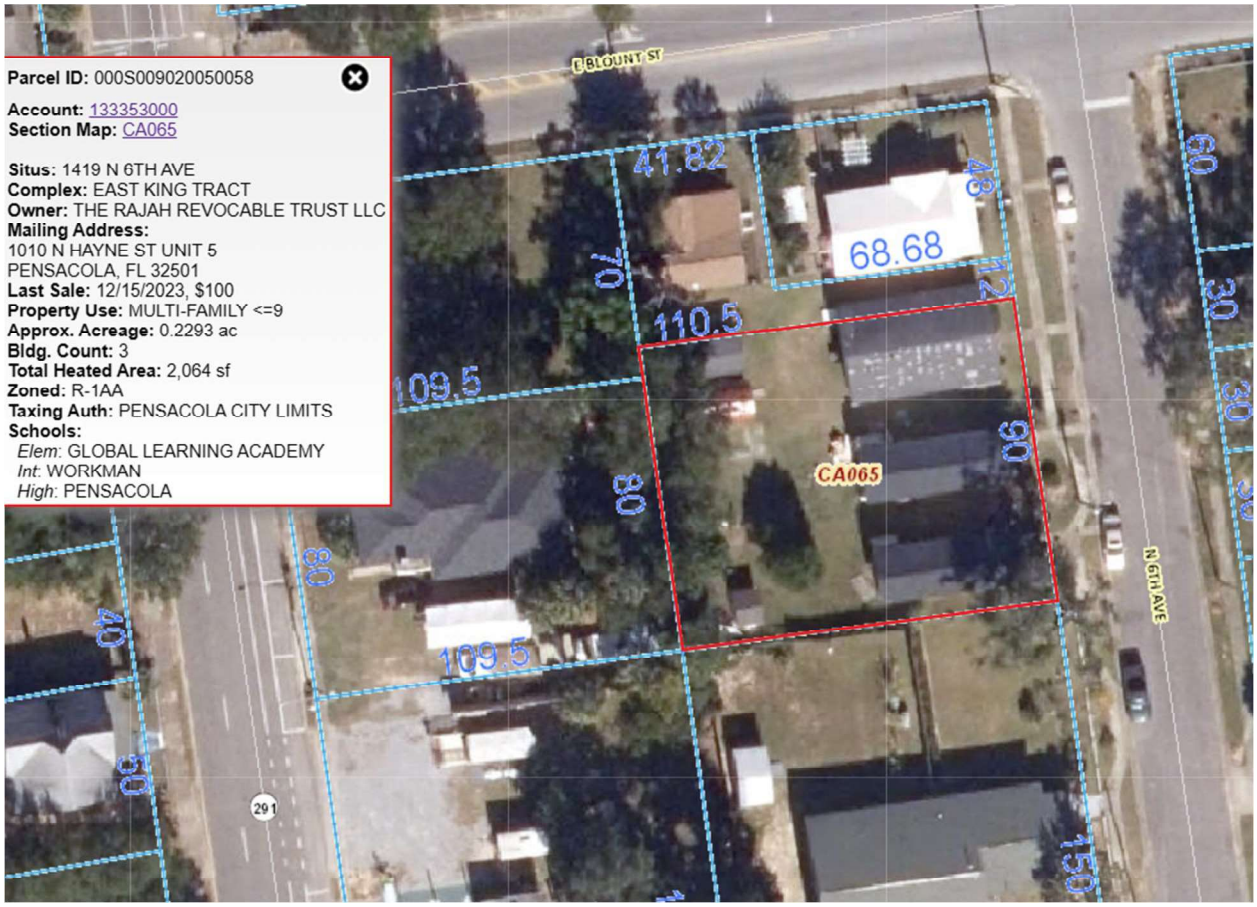
Legal Description:

The North 60 feet of Lot 6 and the North 60 feet of the East ½ of Lot 5, Block 58, East King Tract, according to the map of the City of Pensacola by Thomas C Watson in 1906, of the Public Records of Escambia County, Florida. Less an Except the property described in official records book 4658, page 1005, of the Public Records of Escambia County, Florida.



Legal Description:

The North 48 feet of the East 68.68 feet of Lot 6, Block 58, East King Tract, East of Tarragona, according to the map of the City of Pensacola by Thomas C. Watson in 1906. Land situate, lying and being in the Escambia County, Florida.



Legal Description:

The South 90 feet of Lot 6 and the South 90 feet of the East ½ of Lot 5, Block 58, East King Tract, East of Tarragona Street, according to the map of the City of Pensacola by Thomas C Watson in 1906. Land Situate, Lying and Being in the Escambia County, Florida

Recorded in Public Records 12/16/2021 9:15 AM OR Book 8683 Page 1717, Instrument #2021136514, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50

Prepared by and return to:
Kerry Anne Schultz, Esquire
Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

**CORRECTIVE QUIT CLAIM DEED

This Corrective Quit Claim Deed correctly identifies the Legal Description in that Certain Quit Claim Deed Recorded in Book 8410, at Page 1734, in the Official Records in Escambia County, Florida.

This Quit Claim Deed made this 15th day of December, 2021, by **RAJIV T. RAJAH,** a single man, as to his non-homestead property, whose post office address is 1010 N. Hayne Street, #5, Pensacola, Florida 32501 ("*GRANTOR*"), to **RAJIV T. RAJAH, as Trustee of the RAJAH REVOCABLE TRUST, dated April 20 2018,** whose post office address is 1010 N. Hayne Street, #5, Pensacola, Florida 32501 ("*GRANTEE*").

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has Granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia** County, Florida more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

and said Grantor do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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 the said GRANTOR, either in law or equity, to the only proper use, benefit and behalf of the said GRANTEE forever.

NOTE: THE PREPARER OF THIS DEED REPRESENTS THAT: THIS DEED HAS BEEN PREPARED AT THE EXPRESS DIRECTION AND REQUEST OF THE ABOVE GRANTOR AND/OR GRANTEE SOLELY FROM LEGAL DESCRIPTION PROVIDED TO THE PREPARER BY THE SAID GRANTOR AND/OR GRANTEE; THAT, NO SURVEY, OR INSPECTION OF THE ABOVE PROPERTY HAS BEEN PERFORMED BY THE PREPARER, NOR HAS THE PREPARER BEEN PROVIDED SUCH DOCUMENTS; THAT THE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY HAS NOT BEEN EXAMINED BY THE PREPARER; THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATIONS, WARRANTIES, OR GUARANTEE WHATSOEVER AS TO THE STATUS OF THE TITLE OR THE OWNERSHIP OF THE REAL PROPERTY DESCRIBED ABOVE; THAT THIS CONVEYANCE IS SUBJECT TO, AND MAY BE AFFECTED BY, ANY AND ALL RESERVATIONS, LIENS, RESTRICTIONS, AND OTHER ENCUMBRANCES OF RECORD AND BY ANY UNPAID AD VALOREM REAL PROPERTY TAXES, PAST OR PRESENT; AND THAT THESE MATTERS HAVE BEEN EXPLAINED TO, AND UNDERSTOOD BY, THE ABOVE SAID GRANTOR AND/OR GRANTEE.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESSES:

Print: Angela Faulkner

Print: Laura Welsh

GRANTOR:

RAJIV T. RAJAH

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of December, 2021, by **RAJIV T. RAJAH**, who is ☐ personally known to me or ☑ who has produced FL Driver License as identification and has not taken an oath.

Laura Frost
Notary Public
State of Florida
Comm# HH016843
Expires 7/1/2024

NOTARY PUBLIC
Commission No.:
My Commission Expires:

Exhibit "A"

S 90 FT OF LT 6 AND OF E1/2 OF LT 5 BLK 58 EAST KING TRACT OR 6044 P 1038/1429/1778 CA 65

AND ALSO

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58 EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906.

AND ALSO

THE NORTH 60 FEET OF LOT 6 AND OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Recorded in Public Records 12/21/2023 8:41 AM OR Book 9083 Page 1123, Instrument #2023100229, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This Instrument Prepared By:
Matthew C. Hoffman
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, L.L.C.
151 W. Main Street, Suite 200
Pensacola, FL 32502
850-266-2300
File Number: 5113.48647 A

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of December, 2023 between **Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018** ("Grantor"), whose address is 1010 North Hayne Street, Unit 5, Pensacola, FL 32501, and **The Rajah Revocable Trust LLC, a Florida limited liability company** ("Grantee"), whose address is 1010 North Hayne Street, Unit 5, Pensacola, FL 32501:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, companies, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

PARCEL 1:

THE SOUTH 90 FEET OF LOT 6 AND THE SOUTH 90 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA STREET, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 60 FEET OF LOT 6 AND THE NORTH 60 FEET OF THE EAST 1/2 OF LOT 5, BLOCK 58, EAST KING TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4658, PAGE 1005, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 3:

THE NORTH 48 FEET OF THE EAST 68.68 FEET OF LOT 6, BLOCK 58, EAST KING TRACT, EAST OF TARRAGONA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA BY THOMAS C. WATSON IN 1906. LAND SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA.

The above-described property is not the homestead of Grantor, nor is it contiguous to the homestead of Grantor, under the laws and constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions or record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And Grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

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

Megan M. Cooke
WITNESS
Print Name: Megan M. Cooke

Witness Address:

151 W. Main St, Ste 200
Pensacola, FL 32502

Rajiv Rajah
Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018

WITNESS
Print Name: Matthew C. Hoffman

Witness Address:

151 W. Main St. Ste. 200
Pensacola, FL 32502

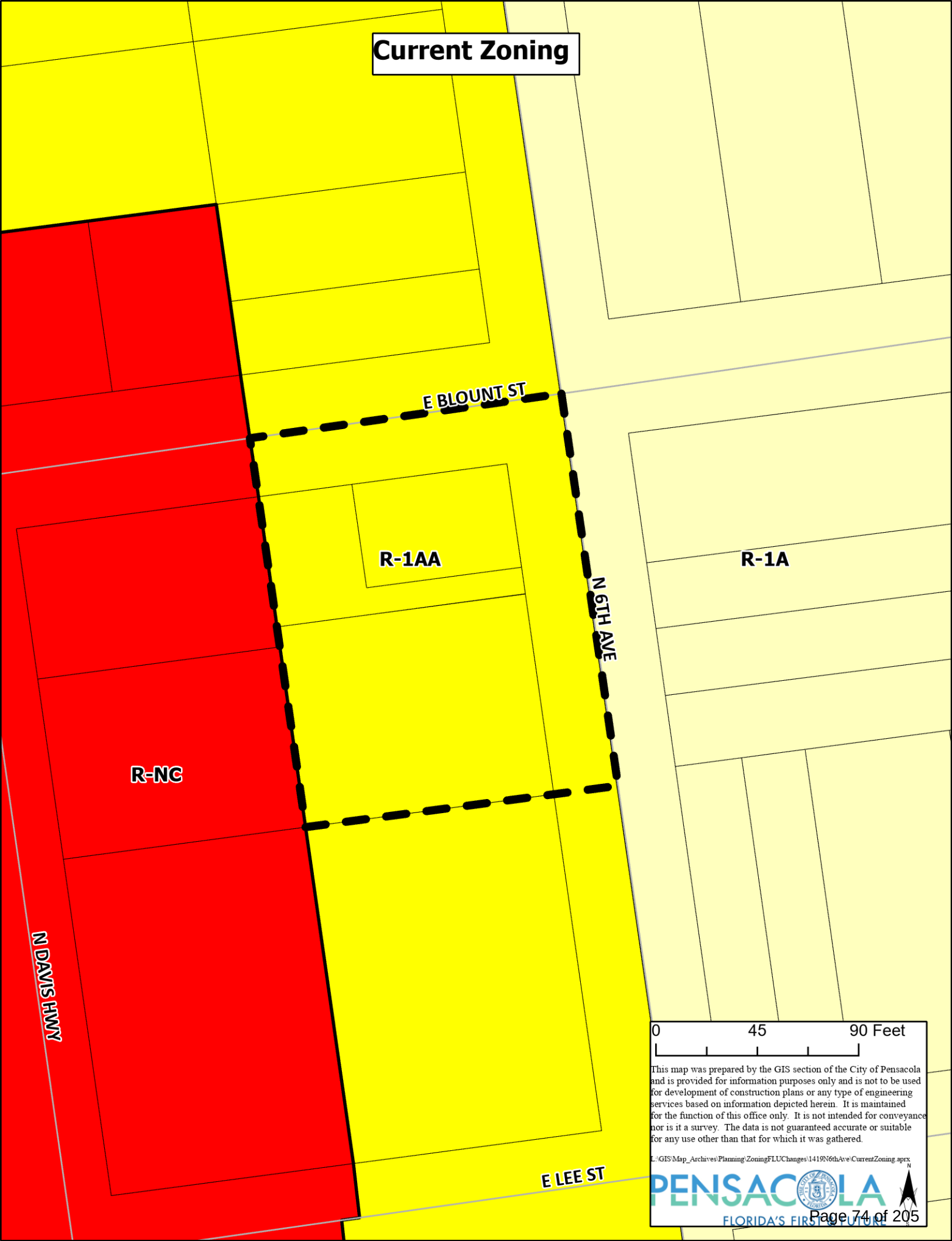
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Warranty Deed was sworn to, subscribed, and acknowledged before me by means of (✓) physical presence or ( ) online notarization this 15th day of December, 2023, by Rajiv T. Rajah, individually and as Trustee of the Rajah Revocable Trust dated April 20, 2018, on behalf of said trust.

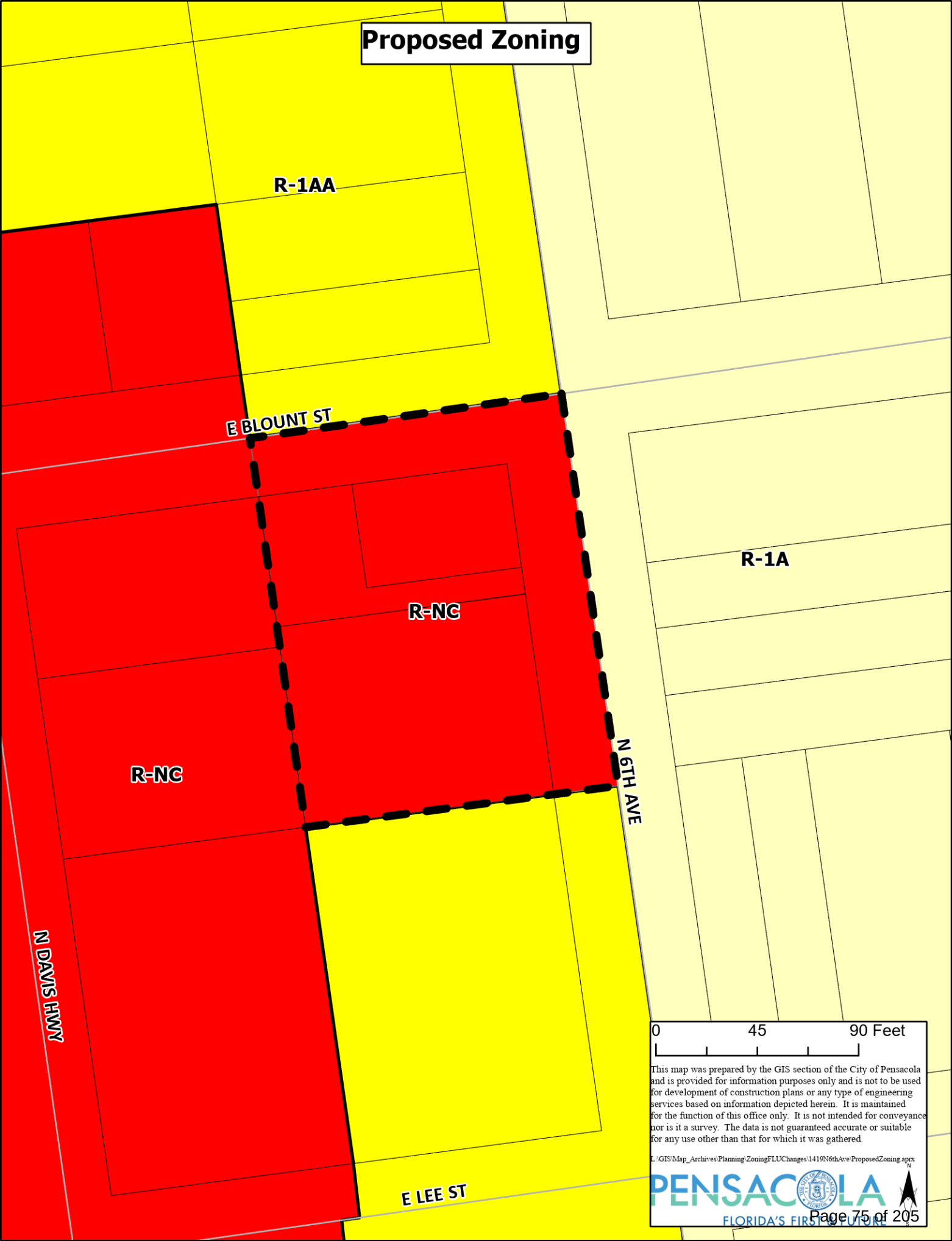
Signature of Notary Public
Print, Type/Stamp Name of Notary
Matthew C. Hoffman

MATTHEW C. HOFFMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # HH 435540
My Commission Expires October 5, 2027

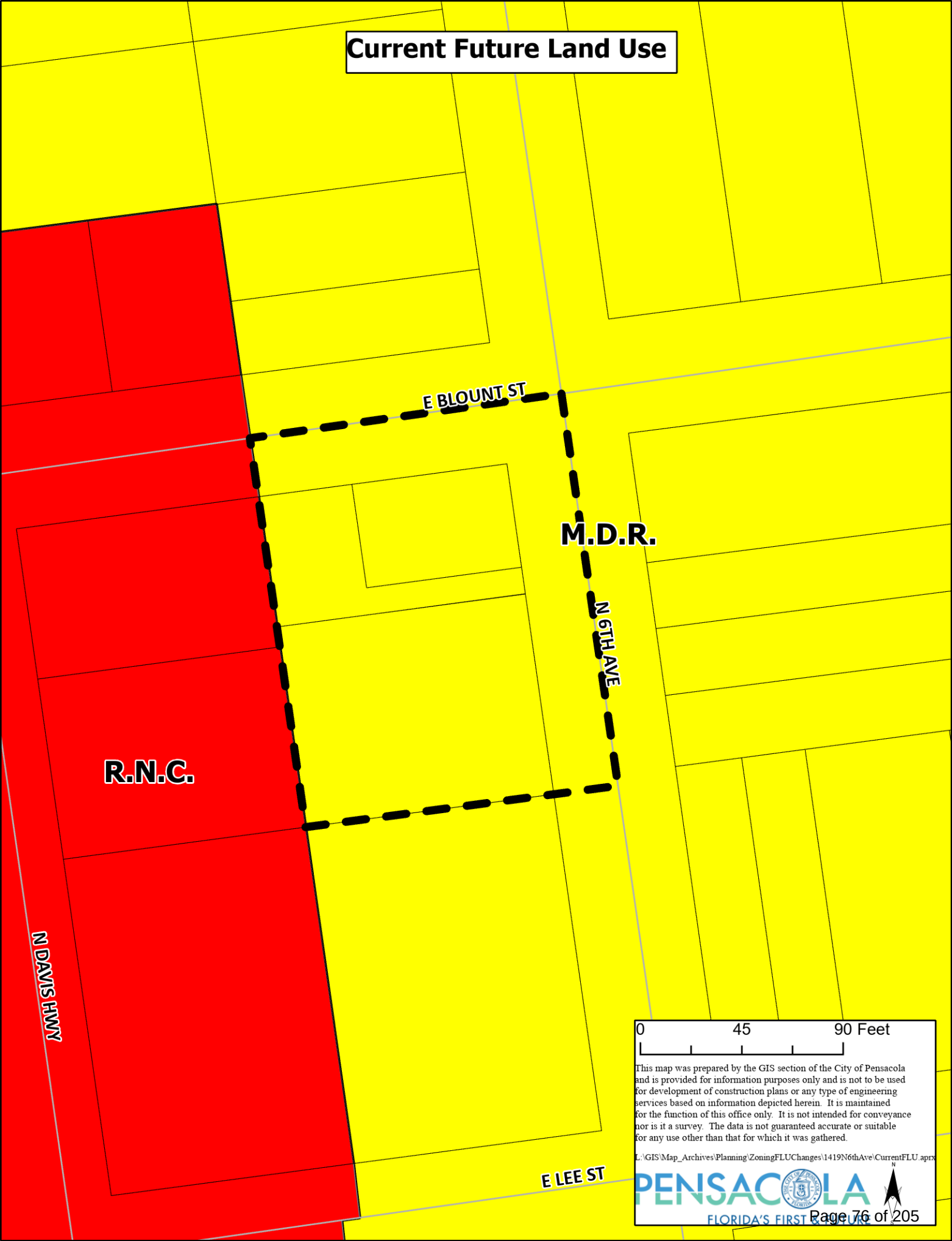
Personally Known: ✓ OR Produced Identification:
Type of Identification
Produced:


Current Zoning
E BLOUNT ST
R-1AA
R-1A
N 6TH AVE
R-NC
N DAVIS HWY
E LEE ST
0
45
90 Feet
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
L:\GIS\Map_Archives\Planning\ZoningFLUChanges\1419N6thAve\CurrentZoning.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
N

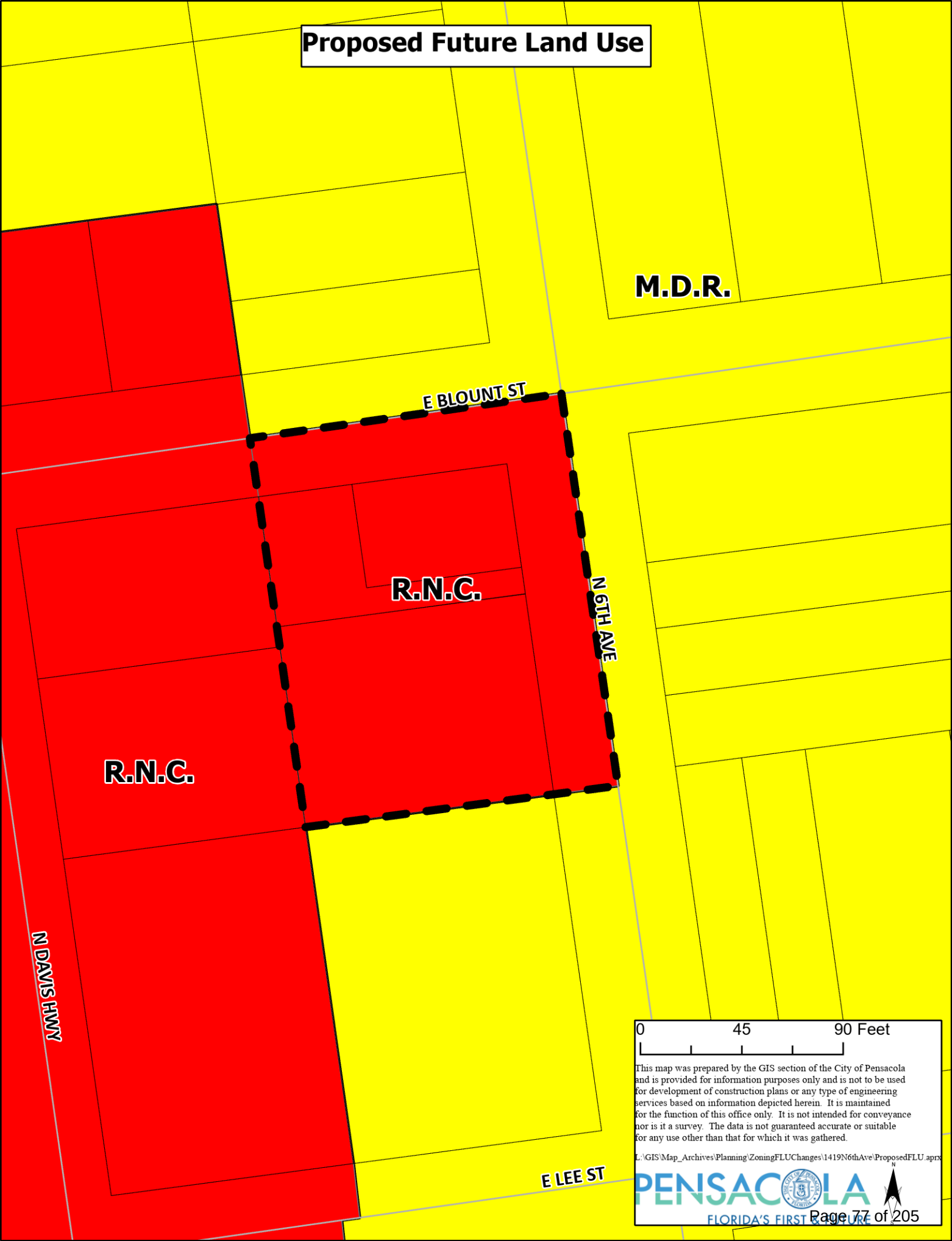
Proposed Zoning



Current Future Land Use



Proposed Future Land Use



Sec. 12-3-4. Medium-density residential land use district regulations.

The regulations in this section shall be applicable to the one- and two-family zoning districts: R-1AA, R-1A and R-1B.

(1) *Purpose of district.* The medium-density residential land use district is established for the purpose of providing a mixture of one- and two-family dwellings with a maximum density of 17.4 dwelling units per acre. Recognizing that, for the most part, these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhoods.

(2) *Uses permitted.*

a. Single-family detached dwellings.

b. Accessory residential units subject to regulations in section 12-3-81.

c. Single-family attached dwellings (townhouse construction, maximum two units).

d. Two-family attached dwellings (duplex).

e. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

f. Cemeteries, when:

1. Seventy-five percent of all owners of adjacent dwellings within 175 feet of the boundary of the cemetery give their written consent; and

2. The provisions of section 12-3-85 have been met.

g. Residential design manufactured homes are permitted in the R-1A district, with a maximum density of 12.4 units per acre subject to regulations in section 12-3-91.

h. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.

i. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.

j. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.

k. Home occupations subject to regulations in section 12-3-57.

l. Municipally owned and operated parks and playgrounds.

m. Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.

n. Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.

o. Family day care homes licensed by the state department of children and family services as defined in state statutes.

(3) *Conditional uses permitted.*

a. Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in section 12-3-91.

b. Bed and breakfast subject to regulations in section 12-3-84.

c. Child care facilities subject to regulations in section 12-3-87.

d. Accessory office units subject to regulations in section 12-3-80.

(4) *Development permitted.*

a. Conventional subdivision subject to regulations in section 12-3-105.

b. Special planned development subject to regulations in section 12-3-106.

(5) *Regulations for development within the medium-density residential land use district.* Tables 12-3.2 and 12-3.2A describe requirements for the one- and two-family residential zoning districts.

TABLE 12-3.2. REGULATIONS FOR THE MEDIUM-DENSITY RESIDENTIAL ZONING DISTRICTS

Standards	R-1AA			R-1A		
	Single-Family Detached	Two-Family Attached (duplex)	**Single-Family Attached (townhouses)	Single-Family Detached	Two-Family Attached (duplex)	**Single-Family Attached (townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	11.6 units per acre	12.4 units per acre	17.4 units per acre	17.4 units per acre
Minimum Lot Area	5,000 s.f.	7,500 s.f.	3,750 s.f.	3,500 s.f.	5,000 s.f.	2,500 s.f.
Lot Width At Minimum Building Setback Line	40 feet	60 feet	30 feet	30 feet	50 feet	25 feet
Minimum Lot Width At Street R-O-W Line	40 feet	50 feet	25 feet	30 feet	50 feet	25 feet
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 30 feet 6 feet 30 feet			(Minimum Building Setbacks) 20 feet 5 feet 25 feet		

Off-Street Parking	1 space/unit	2 sp./unit	1 space/unit	2 sp./unit
Maximum Building Height	35 feet Except as provided in section 12-3-62)		35 feet (Except as provided in section 12-3-62)	
*The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.				
**Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.				
***All future residential development on parcels changed to a Medium-Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal nonconforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.				

TABLE 12-3.2A

Standards	R-1B		
	Single-family Detached	Two-Family Attached (Duplex)	**Single-family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	17.4 units per acre
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 10 feet 5 feet 10 feet		
Off-Street Parking	1 space/unit		
Maximum Building Height	45 feet (Except as provided in section 12-3-62)		
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	Maximum 50%		
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line	Building Height 1—4 stories 5—7 stories 8—9 stories (See note 4)	Building Coverage 30% 25% 20%	

Residential Units: The maximum combined area occupied by all principal and accessory buildings			
*The front yard depths in the R-1AA, R-1A and R-1B districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.			
**Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.			

(Code 1986, § 12-2-4; Ord. No. 6-93, § 2, 3-25-1993; Ord. No. 29-93, § 2, 11-18-1993; Ord. No. 45-96, § 2 (exh. 1), 9-12-1996; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 11-16, § 1, 5-12-2016; Ord. No. 23-16, § 1, 8-11-2016)

Sec. 12-3-7. Residential/neighborhood commercial land use district.

The regulations in this section shall be applicable to the residential/neighborhood commercial zoning district: R-NC and the residential/neighborhood commercial B: R-NCB.

(1) *Purpose of district.* The residential/neighborhood commercial land use district is established for the purpose of providing for a mixture of residential housing types and densities, professional uses and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When the R-NC/R-NCB zone is established in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the zoning regulations are intended to provide for infill development at a density, character and scale compatible with the surrounding area. When the R-NC/R-NCB zoning district is located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the zoning regulations are intended to provide for mixed office, commercial and residential development.

(2) *Uses permitted.*

a. *R-NC residential neighborhood commercial zoning district.*

1. Any use permitted in the R-2 district.
2. Residential design manufactured homes subject to regulations in section 12-3-91.
3. Manufactured home parks subject to regulations in section 12-3-91(d).
4. The following uses, with no outside storage or work permitted, except as provided herein:

i. Retail food and drugstore (including medical marijuana dispensaries and liquor package store).

ii. Personal service shops as defined in section 12-13-1.

iii. Clothing and fabric stores.

iv. Home furnishing, hardware and appliance stores.

v. Specialty shops.

vi. Bakeries, whose products are sold at retail and only on the premises.

vii. Consignment and vintage clothing shops.

viii. Floral shops.

ix. Health clubs, spas, and exercise centers.

x. Martial arts studios.

xi. Laundromats and dry cleaners using combustible or flammable liquids of solvents with a flash point of 190 degrees Fahrenheit or greater.

xii. Laundry and dry-cleaning pick-up stations.

xiii. Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.

xiv. Restaurants.

xv. Studios as defined in section 12-13-1.

xvi. Mortuary and funeral parlors.

xvii. Appliance repair shops.

xviii. Gasoline and service stations with up to three wreckers. Minor repair work not involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke, is permitted within a building.

xix. Tattoo parlor/studio.

xx. Accessory buildings and uses customarily incidental to the above uses.

b. *R-NCB residential neighborhood commercial - B zoning district.*

1. Any use permitted in the R-2 district with the exception of cemeteries.

2. The following uses, with no outside storage or work permitted, except as provided herein:

i. Retail food and drugstore (including medical marijuana dispensaries but excluding liquor package store).

ii. Personal service shops as defined in section 12-13-1.

iii. Clothing and fabric stores.

iv. Home furnishing, hardware and appliance stores.

v. Specialty shops.

vi. Bakeries, whose products are sold at retail and only on the premises.

vii. Consignment and vintage clothing shops.

viii. Floral shops.

ix. Health clubs, spas, and exercise centers.

x. Martial arts studios.

xi. Laundry and dry-cleaning pick-up stations.

xii. Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed 20 percent of the total area of the main building.

xiii. Restaurants.

xiv. Studios as defined in section 12-13-1.

xv. Appliance repair shops.

xvi. Accessory buildings and uses customarily incidental to the above uses.

(3) *Development permitted.*

a. Conventional subdivision subject to regulations in section 12-3-105.

b. Special planned development subject to regulations in section 12-3-106.

(4) *Regulations.* All developments are required to comply with design standards and are encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.6 describes height, area and yard requirements for the residential/neighborhood commercial zoning district and the residential/neighborhood commercial B zoning district:

TABLE 12-3.6. REGULATIONS FOR THE R-NC/R-NCB ZONING DISTRICTS

Standards	Within 100 Feet of a Residential Zoning District	More Than 100 Feet From a Residential Zoning District
Minimum Yard Requirements (Minimum Building Setbacks) *Front Yard Side Yard Rear Yard	15 feet (Also see Note 1) 5 feet 15 feet	10 feet (Also see Note 1) 5 feet 10 feet
Maximum Building Height (At Building Setback Line)	35 feet	45 feet (Also see Note 2)
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	Maximum 50% (See Note 4)	
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units: The maximum combined area occupied by all principal and accessory buildings	Building Height 1—4 stories 5—7 stories 8—9 stories (See note 4)	Building Coverage 30% 25% 20%
Maximum Floor Area for All Uses Listed Under section 12-2-7(B)(d)	4,000 square feet (See Note 3)	
*Front yard depths in the R-NC/R-NCB district shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirements; in case there are no other structures on the block the front yard depths shall not be less than the footages noted.		
Note 1: Where any of the uses permitted in an R-NC/R-NCB district other than single-family, duplex or zero-lot-line residential are contiguous to an R-1AAAAA through R-ZL 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.		
Note 2: Above the height permitted at the building setback lines three feet may be added to the height of the building for each foot the building is set back from the front, side and rear building setback lines up to a maximum height of 100 feet. Any building exceeding 45 feet in height must submit a preliminary development plan that must be reviewed by the planning board and city council pursuant to section 12-3-120(a)(2).		
Note 3: An exception to the 4,000 square feet area may be granted upon submittal of a preliminary development plan (refer to section 12-3-120(a)(3)) to the planning board for review.		

Note 4: When a mixed residential/nonresidential development is proposed, the lot coverage requirements shall be the most restrictive of the proposed uses.

(5) *Additional regulations.* In addition to the regulations established above in subsection (4) of this section, all R-NC/R-NCB developments 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, § 12-2-7; Ord. No. 6-93, § 5, 3-25-1993; Ord. No. 29-93, § 5, 11-18-1993; Ord. No. 3-94, § 3, 1-13-1994; Ord. No. 33-95, § 2(exh. 1), 8-10-1995; Ord. No. 45-96, § 2(exh. 1), 9-12-1996; Ord. No. 40-99, § 1, 10-14-1999; Ord. No. 13-12, § 1, 6-14-2012; Ord. No. 13-14, § 2, 3-27-2014; Ord. No. 01-16, § 1, 1-14-2016; Ord. No. 12-16, § 1, 5-12-2016)

Sec. 12-11-3. Amendments.

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(1) *Authorization and responsibility.*

a. Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

b. If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the planning services department to comply with the provisions of this section.

(2) *Initiation.* An amendment may be initiated by:

a. The city.

b. The owners of the area involved in a proposed zoning or future land use amendment.

(3) *Application.*

a. An application for zoning or comprehensive plan future land use amendment must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.

b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

c. No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

i. A legal description of the property proposed to be rezoned or its land use changed;

ii. Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

iii. Existing zoning and future land use classification;

iv. Desired zoning and future land use classification;

v. Reason for the rezoning or comprehensive plan future land use amendment.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

d. Any party may appear in person, by agent, or by attorney.

e. Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(4) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

a. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.

b. Shall include consideration of the following criteria:

1. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.

2. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.

3. Whether the proposed amendment would be in conflict with the public interest and welfare.

4. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.

5. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.

6. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(5) *City council review and action.*

a. *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (6) of this section.

b. *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the department of community affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the department of community affairs has completed its 45-day compliance review.

(6) *Procedures.*

a. *Zoning amendments.*

1. Rezoning requests must be submitted to the planning services department at least 30 days prior to the planning board meeting.

2. The city shall publish a notice in the newspaper announcing the planning board meeting at least seven days prior to the planning board meeting.

3. The city shall place a sign on the property to be rezoned at least seven days prior to the planning board meeting.

4. Notice shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least seven days prior to the scheduled board meeting at the expense of the applicant.

5. The city shall notify property owners within a 500-foot radius, as identified by the current county tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

6. The planning board shall review the proposed rezoning request and make a recommendation to the city council.

7. The city council shall set a date for a public hearing.

8. The city shall notify property owners within a 500-foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least 30 days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

9. The city shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least 15 days prior to the hearing.

10. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing.

11. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

12. In addition to subsections (6)a.1 through 6 of this section the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.

13. For proposals initiated by the city to rezone ten or more contiguous acres, subsections (6)a.1 through 6 shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:

    i. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least 30 days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within 500 feet of the boundaries of the subject parcels to be changed.

    ii. The city shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least 15 days prior to the hearing.

    iii. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing. At least one hearing shall be held after 5:00 p.m. on a weekday.

    iv. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The

advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

b. *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments that comply with the small scale development criteria in F.S. § 163.3187, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps listed above in subsections (6)a.1 through 12 of this section.

c. *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.

1. Comprehensive plan future land use map amendment requests must be submitted to the planning services department at least 30 days prior to the planning board public hearing.

2. The city shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than 18 point in the headline announcing the planning board and city council public hearings at least seven days prior to the planning board hearing. The advertisement shall be no less than two columns wide by ten inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

3. The city shall place a sign on the property to be rezoned at least seven days prior to the planning board hearing.

4. The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.

5. The city council shall schedule a public hearing.

6. The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the department of economic opportunity or disapprove the request for transmittal and further consideration.

7. The planning services department shall transmit the future land use map amendment request to the department of economic opportunity, the appropriate regional planning council and water management district, the department of environmental protection and the department of transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.

8. After a 60-day review period, the department of economic opportunity shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.

9. The city council shall review the department of economic opportunity comments and forward to city council for review and action.

10. The city council shall set a date for a public hearing.

11. The city shall notify property owners within a 500-foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least 30 days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.

12. The city shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least 15 days prior to the hearing.

13. The city shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than 18 point in the headline. The advertisement shall be no less than two columns wide by ten inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five days prior to the final city council public hearing.

14. Subsection (6)b.11 of this section shall not be applicable to proposals initiated by the city to change the future land use of ten or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least 30 days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within 500 feet of the boundaries of the subject parcel to be changed.

15. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

d. *Amendments to the land development code.*

1. Requests for amendments to the land development code shall be filed in the form of a letter to the secretary of the planning board submitted at least 30 days prior to the planning board meeting.

2. Planning board review and recommendation. The planning board shall review the proposed language amendment at a regularly scheduled planning board meeting and make a recommendation to the city council.

3. The city council shall schedule a public hearing.

4. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing.

5. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

6. In cases in which the land development code amendment changes the actual list of permitted, conditional, or prohibited uses within a zoning category subsections (6)d.1 through 4 of this section shall be applicable in addition to the following:

i. The city shall hold two advertised public hearings. The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing.

ii. The required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed land development code amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the land development code amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

e. *Amendments to the comprehensive plan other than future land use map amendments.* Comprehensive plan amendments other than future land use map amendments shall be considered twice a year by the planning board and the city council.

1. Requests for amendments to the comprehensive plan shall be filed in the form of a letter to the secretary of the planning board submitted at least 45 days prior to the planning board hearing.
2. A legal notice announcing the planning board and city council public hearings shall be published at least seven days prior to the planning board hearing. If the proposed comprehensive plan amendment changes the actual list of permitted, conditional, or prohibited uses within a future land use category, the required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
3. The planning board shall review the proposed amendment at the advertised public hearing and make a recommendation to the city council.
4. The city council shall schedule a public hearing for review and action.
5. The city council shall review the comprehensive plan amendment at the advertised public hearing and either approve the request for transmittal to the department of economic opportunity or disapprove the request for transmittal and further consideration.
6. The city shall transmit the comprehensive plan amendment request to the department of economic opportunity, the appropriate regional planning council and water management district, the department of environmental protection and the department of transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
7. At least 60 days from receipt of the comprehensive plan amendment, the department of economic opportunity shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
8. The city council shall schedule a public hearing for review and action.
9. A legal notice of the city council public hearing shall be published in the newspaper at least ten days prior to the hearing. If the proposed comprehensive plan amendment changes the actual list of permitted, conditional, or prohibited uses within a future land use category, the required advertisement shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in

a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

10. The city council shall review the proposed amendment and take action as described in subsection (5) of this section.

(7) *Limitation on subsequent application.* Whenever amendment is denied by the city council, no new application for identical rezoning or comprehensive plan future land use change of the same parcel shall be accepted for consideration within a period of 12 months of the decision of denial unless such consideration is necessitated by judicial action.

(Code 1986, § 12-12-3; Ord. No. 29-93, § 29, 11-18-1993; Ord. No. 3-94, § 9, 1-13-1994; Ord. No. 33-95, §§ 11—13, 8-10-1995; Ord. No. 9-96, § 15, 1-25-1996; Ord. No. 15-00, § 7, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009)

Department:	Comments:
Planning	No issues or concerns.
FIRE	No issues or concerns.
PW/E	No issues or concerns.
Surveyor	"No survey comments."
Inspection Svcs	No issues or concerns.
Pensacola Energy	ECUA has no objections or comments to the proposed rezoning.
ECUA	No issues or concerns.
FPL	No issues or concerns.
ATT	No issues or concerns.
FDOT	If the owner/developer is proposing connections to SR 291, they will need to contact our office for the driveway requirements.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-142 | Planning Board | 2/13/2024

ACTION ITEM

SUBJECT:

Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of Three Parcels Owned by Airport Apartments, LLC

SUMMARY:

Bearing Point Properties, on behalf of Airport Apartments, LLC, has requested that the City approve a voluntary annexation to incorporate the parcels located at 422, 424, and the 400 Block of Airport Boulevard into the City limits. The annexation request for the subject parcels took place at the February 8, 2024, City Council meeting. The parcels are contiguous to the city limits, located along Airport Blvd, and encompass approximately 7.5 acres. The request indicates that the future plans for the property are to develop a 200-unit apartment complex.

These parcels will require a map amendment to establish a zoning district and future land use map (FLUM) designation.

The city reviewed the adjacent zoning districts for the proposed use as multiple-family attached dwellings and recommends “Residential/Office Land Use District” (R-2) for the new zoning district and “Office” (O) for the future land use category. City Departments have confirmed that there are no concerns with providing services to the area.

RECOMMENDED CODE SECTIONS
Sec. 12-3-6 Residential/office land use district

ATTACHMENTS:

1. Request for Annexation - Bearing Point - Airport Blvd
2. Map of Annexation Area
3. Current Future Land Use
4. Current Zoning
5. Proposed Future Land Use
6. Proposed Zoning
7. Sec._12_3_6._Residential_office_land_use_district.

BEARING POINT
PROPERTIES

December 21, 2023

Honorable Mayor D.C. Reeves and City Council
ATTN: Sherry Morris
The City of Pensacola
Planning Services
P.O. Box 12910
Pensacola, FL 32521
smorris@cityofpensacola.com

VIA EMAIL

RE: Property annexation for 422, 424, and 400 Block of Airport Blvd.

Dear Ms. Morris,

Airport Apartments, LLC currently owns three parcels of land at 422, 424, and 400 block of Airport Blvd. The three parcels are Escambia County parcel IDs 351S07208000000, 351S307207000001, and 351S307207000000. Bearing Point Properties, on behalf of Airport Apartments, LLC are requesting to have these three parcels annexed into the city of Pensacola.

The ownership group intends to build a 200-unit apartment complex on the site. The annexation would be beneficial to the owners as it would grant future residents the benefits of living in the city of Pensacola as opposed to unincorporated Escambia County.

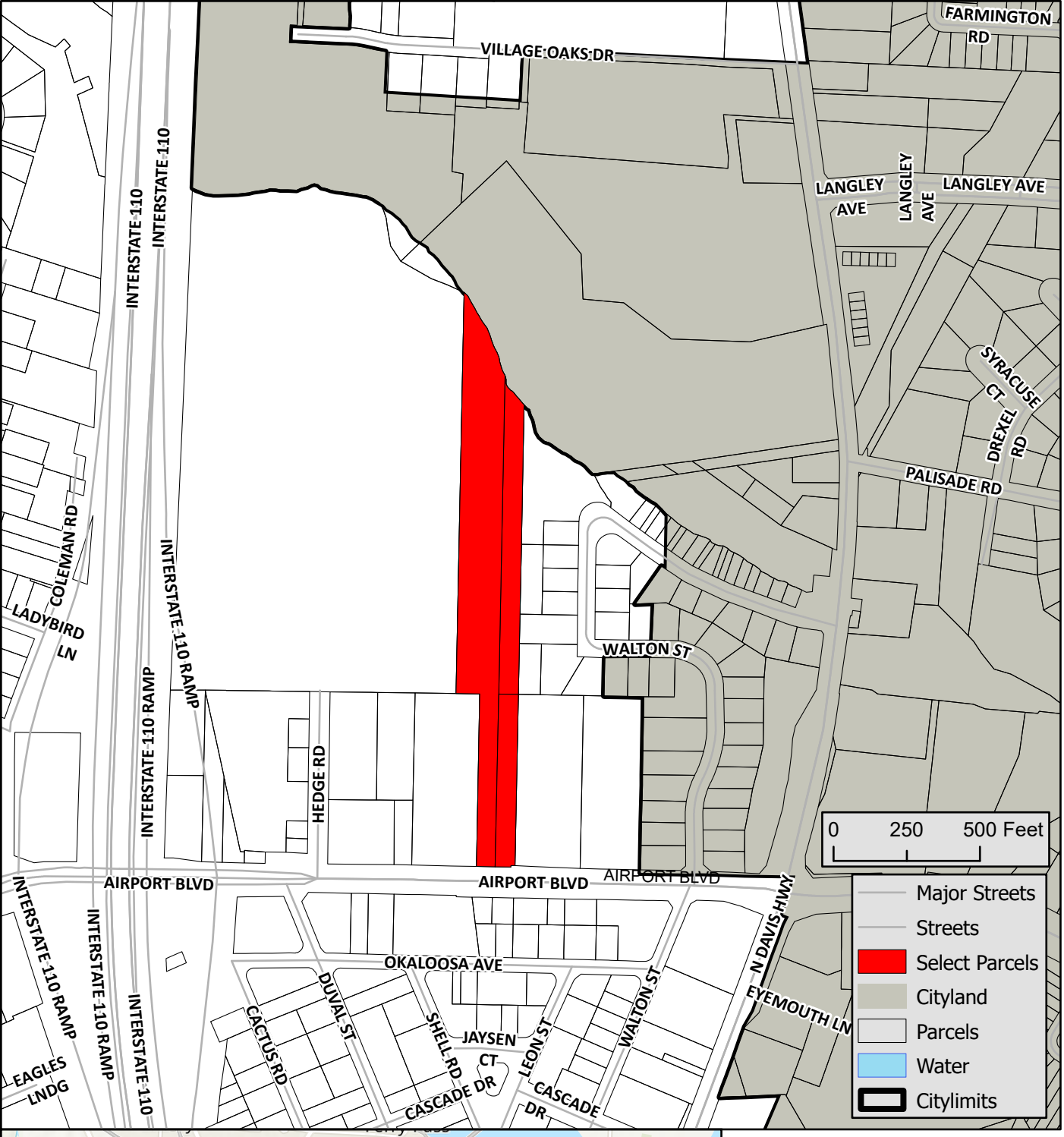
Thank you for your consideration of our request. We look forward to hearing from you.

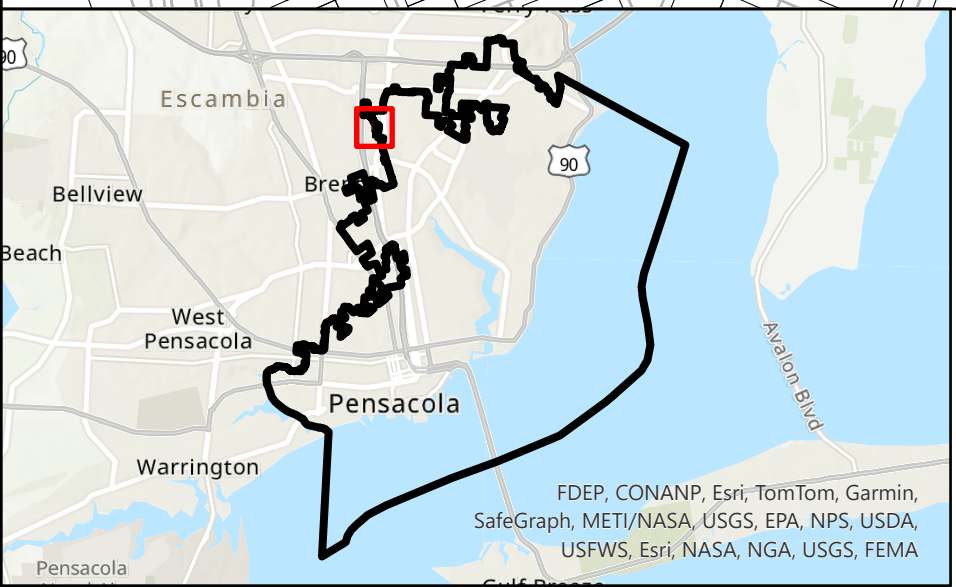
Sincerely,

John Buzzell
Managing Partner – Bearing Point Properties, LLC

Jeff Landry
Managing Member – Airport Apartments, LLC

6859 Jefferson Hwy, Suite A | Baton Rouge, LA 70806 | 225.325.3471 | bearingpointproperties.com





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PENSACOLA FLORIDA'S FIRST & FUTURE

1/11/2024

Current Future Land Use

C.

VILLAGE OAKS DR

C.

LANGLEY AVE

LANGLEY AVE

LANGLEY AVE

INTERSTATE 110

O.

M.D.R.

L.D.R.

PALISADE RD

INT

INTERSTATE 110 RAMP

WALTON ST

M.D.R.

C.

AIRPORT BLVD

N DAVIS HWY

WALTON ST

LEON ST

SHELL RD

OKALOOSA AVE

Legend

Future Landuse

CODE

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- OFFICE
- RESIDENTIAL NEIGHBORHOOD COMMERCIAL
- Select Parcels

0 0.05 0.1 Miles

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PENSACOLA

FLORIDA'S FIRST & FUTURE

2/1/2024

N

S

Current Zoning

C-3

R-1A

VILLAGE OAKS DR

C-1

LANGLEY AVE

LANGLEY AVE

LANGLEY AVE

SSD

R-2

R-1AA

R-1AAA

PALISADE RD

INTERSTATE 110

INTERSTATE 110 RAMP

WALTON ST

R-1AA

C-1

AIRPORT BLVD

WALTON ST

N DAVIS HWY

OKALOOSA AVE

Legend

Select Parcels

Zoning

ZONING

- RETAIL COMMERCIAL (C-1)
- COMMERCIAL (C-3)
- ONE AND TWO FAMILY (R-1A)
- ONE AND TWO FAMILY (R-1AA)
- SINGLE FAMILY (R-1AAA)
- RESIDENTIAL/OFFICE
- SITE SPECIFIC DEVELOPMENT

0 0.05 0.1 Miles

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PENSACOLA

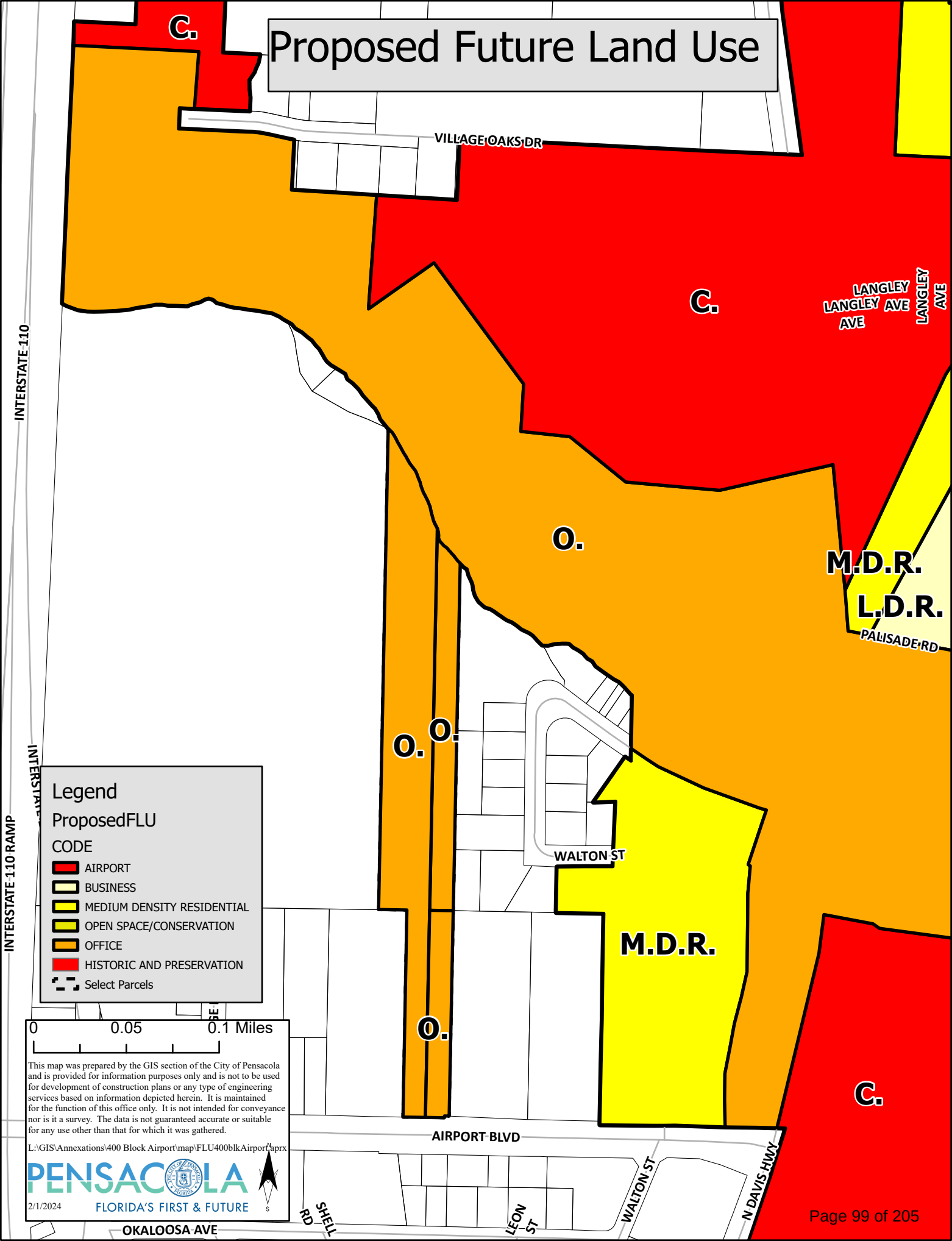
FLORIDA'S FIRST & FUTURE

2/1/2024

N

S

Proposed Future Land Use



Proposed Zoning

C-3

R-1A

VILLAGE OAKS DR

C-1

LANGLEY AVE

LANGLEY AVE

LANGLEY AVE

SSD

R-2

R-1AA

R-1AAA

PALISADE RD

INTERSTATE 110

R-2

R-2

WALTON ST

R-1AA

INTERSTATE 110 RAMP

R-2

C-1

AIRPORT BLVD

WALTON ST

N DAVIS HWY

OKALOOSA AVE

Legend

Select Parcels

ProposedZoning

ZONING

- RETAIL COMMERCIAL (C-1)
- COMMERCIAL (C-3)
- ONE AND TWO FAMILY (R-1A)
- ONE AND TWO FAMILY (R-1AA)
- ONE AND TWO FAMILY (R-1AAA)
- RESIDENTIAL/OFFICE
- SITE SPECIFIC DEVELOPMENT

0 0.05 0.1 Miles

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L:\GIS\Annexations\400 Block Airport\map\Zoning400blkAirport.aprx

PENSACOLA

FLORIDA'S FIRST & FUTURE

2/1/2024

Sec. 12-3-6. Residential/office land use district.

The regulations in this section shall be applicable to the residential/office zoning district: R-2.

(1) *Purpose of district.* The residential/office land use district is established for the purpose of providing for a mixture of residential housing types and densities and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.

(2) *Uses permitted.*

a. Single-family detached dwellings; two-family attached dwellings (duplexes).

b. Single-family attached (townhouse and quadruplex construction) and detached zero-lot-line dwellings. The development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).

c. Multiple-family attached dwellings (three or more dwelling units), at a maximum gross density of 35 units per acre.

d. Community residential homes licensed by the state department of health and rehabilitative services with:

1. Six or fewer residents providing that it is not to be located within 1,000 feet of another such home, measured from property line to property line.

2. Seven to 14 residents providing such home is not within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within the distance limits noted, measured from property line to property or district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

e. Cemeteries, subject to regulations in section 12-3-85.

f. Home occupations, subject to regulations in section 12-3-57.

g. Municipally owned and operated parks and playgrounds.

h. Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.

i. Child care facilities subject to regulations in section 12-3-87.

j. Private clubs and lodges, except those operated as commercial enterprises.

k. Boarding and lodging houses.

l. Bed and breakfast subject to regulations in section 12-3-84.

m. Dormitories.

n. Office buildings.

o. Hospitals, clinics (except animal hospitals and clinics).

p. Nursing homes, rest homes, convalescent homes.

q. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.

r. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.

s. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.

t. Social services homes/centers.

u. Banks and financial institutions.

v. Barber and beauty shops are permitted uses provided that they are located with property frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.

w. Accessory structures, buildings and uses customarily incidental to any of the above uses subject to regulations in section 12-3-55.

x. Studios as defined in section 12-13-1.

(3) *Development permitted.*

a. Conventional subdivision subject to regulations in section 12-3-105.

b. Special planned development subject to regulations in section 12-3-106.

(4) *Regulations.* All developments are required to comply with design standards and are encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.5 describes height, area and yard requirements for the residential/office zoning district:

TABLE 12-3.5. REGULATIONS FOR THE R-2 ZONING DISTRICT

Standards	Within 100 Feet of a Residential Zoning District	More Than 100 Feet From a Residential Zoning District
Minimum Yard Requirements *Front Yard SideYard Rear Yard	15 feet (Also see Note 1) 5 feet 15 feet	10 feet (Also see Note 1) 5 feet 10 feet
Maximum Building Height (at building setback line)	45 feet	45 feet (Also see Note 2)
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	The maximum combined area occupied by all principal and accessory buildings shall not exceed 50%. (See Note 3)	
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units: The maximum combined area occupied by all principal and accessory buildings	Building Height 1—4 stories 5—7 stories (See note 3) 8—9 stories	Building Coverage 30% 25% 20%

*Front yard depths in the R-2 district shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirements; in case there are no other structures on the block the front yard depth shall not be less than footages noted.
Note 1: Where any use other than a single-family, duplex or zero lot-line development abuts an R-1AAAAA through R-ZL 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.
Note 2: Above the height permitted at the building setback lines three feet may be added to the height of the building for each foot the building is set back from the building setback lines up to a maximum height of 100 feet. All buildings exceeding 45 feet in height must submit a preliminary development plan that must be reviewed by the planning board and city council pursuant to section 12-3-120.
Note 3: When a mixed residential/nonresidential development is proposed, the lot coverage requirements shall be the most restrictive of the proposed uses.

(5) *Additional regulations.* In addition to the regulations established above in subsection (4) of this section, all R-2 developments 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 chapter 12-8.

(Code 1986, § 12-2-6; Ord. No. 6-93, § 4, 3-25-1993; Ord. No. 29-93, § 4, 11-18-1993; Ord. No. 3-94, § 2, 1-13-1994; Ord. No. 33-95, § 2 (exh. 1), 8-10-1995; Ord. No. 9-96, §§ 2, 3, 1-25-1996; Ord. No. 45-96, § 2 (exh. 1), 9-12-1996; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 13-14, § 1, 3-27-2014; Ord. No. 10-15, § 1, 5-14-2015; Ord. No. 05-16, § 1, 2-11-2016)

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-166 | Planning Board | 2/13/2024

ACTION ITEM

SUBJECT:

Conditional Use Permit for Communications Tower – 2650 Creighton Road, Zone C-1

SUMMARY:

SBA Communications, along with its service provider Verizon Wireless, has requested a Conditional Use Permit for a Communication Tower at 2650 Creighton Road (Walmart Supercenter site). This property is currently zoned Commercial (C-1), which permits this use by the granting of a Conditional Use Permit. The proposed tower will be a 90-foot-tall monopole with a 5-foot-tall lighting rod, for a total height of 95 feet. Section 12-3-108 of the Land Development Code addresses this use with specific site plan requirements which have been included in this packet for review.

This application has been routed through the various City departments and utility providers, including the Airport who have no objections so long as the total height of the tower is no taller than 95 feet and so long as the structure contains red obstruction lights. The comments received to date have been provided within your packet.

RECOMMENDED CODE SECTIONS
Sec. 12-3-107 Conditional use permit
Sec. 12-3-108 Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers

ATTACHMENTS:

1. Conditional Use Application for Communication Tower at 2650 Creighton Road_2.5.2024 Revised Packet
2. Sec._12_3_107.___Conditional_use_permit.
3. Sec._12_3_108.___Conditional_use_permits_for_communications_towers.
4. Review Comments_Conditional Use

City of Pensacola

Florida's First and Future

CONDITIONAL USE

Fee: $2,000.00
Rehearing/Rescheduling Planning Board: $100.00
Rehearing/Rescheduling City Council: $250.00

AMENDED APPLICATION

Applicant Information:

Name: SBA Towers X, LLC

Address: 8051 Congress Avenue, Boca Raton, FL 33487

Phone: 561-226-9332 Fax: _____ Email: jmancilla@sbasite.com

Property Information:

Owner Name: Wal-Mart Stores East LP Phone: _____

Location/Address: 2650 Creighton Road, Pensacola, FL 32504

Parcel ID: 1 0 - 1 S - 2 9 - 2 3 0 1 - 0 0 0 - 0 1 0

Square Feet/Acres: 26.3395 AC

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of conditional use: SBA Communications along with its service provider, Verizon Wireless, seeks to construct a 90' tall monopole communications tower for the purpose of providing improving the existing network communications in the area with a new facility. The structure will contain a 5' tall ~~lightning rod atop for a total height of 95'. The proposed facility will be located to the rear of the existing~~ building, in the northeastern portion of the property. The facility containing a tower structure and ground space for Verizon Wireless as well as potentially 3 additional future users/service providers will be within ~~a leased area that is 40' x 60' (2400sqft) in area. Access to the facility will be via existing developed drive~~ aisles within the Wal-Mart property. The facility will be enclosed with an 8' tall chain link fence with 3 strands of barbed wire atop. In addition, the structure will contain red air navigation safety lighting as required by the FAA.

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this conditional use and that no refund of these fees will be made. I have reviewed a copy of the applicable zoning regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Harold Timmons on behalf of TEP and SBA Towers X, LLC January 31, 2024

Signature of Applicant Date
(Owner of Property or Official Representative of Owner)

FOR OFFICE USE ONLY

Zone: _____ District: _____ Date Received: _____

Case Number: _____ Date Postcards mailed: _____

Planning Board Date: _____ Recommendation: _____

Council Date: _____ Council Action: _____

AUTHORIZATION FOR AGENT TO REPRESENT

IN ZONING/LAND USE MATTERS

I (We), **SBA Towers X, LLC**, do hereby authorize **TOWER ENGINEERING PROFESSIONALS (TEP OPCO LLC)** and their assigned agent(s) to act as our agent in any and all zoning/land use requests and to represent us at all zoning/land use hearings pertaining to a Land Development/Conditional Use/Special Use Permit or other required land development process regarding the review and approval of a COMMUNICATION TOWER as required under the City of Pensacola, Florida Zoning Ordinance for required land use approvals.

Date: **11/17/2023** **By:** _____

Print Name: **Larry Harris**

Title: **Senior Vice President, Business Development**

Site Name: Creighton Road

(e) *Site plan requirements.*

(1) The applicant shall submit a proposed siting plan including the following information to the planning services department:

a. A map of the service area for the proposed facility.

b. A map showing other existing or planned facilities used by the applicant to provide personal wireless services, including the height, mounting style and number of antennas on each facility.

c. A description of the need for the proposed facility, including a precise description of any area in which service would not be available without construction of the proposed facility.

d. A map identifying all zoning districts and protected areas within one-half mile of the proposed facility.

e. A map showing any personal wireless towers then existing or under construction that are located within a one-mile radius of the proposed facility.

f. A description of any efforts to co-locate the proposed facility on any personal wireless tower then existing or under construction, including engineering information and correspondence from the existing tower describing why co-location is not possible.

g. A map showing any structures over 40 feet high that are located within a one-mile radius of the proposed facility.

h. A description of any efforts to locate the proposed facility on any existing structure, including engineering information and correspondence from the owners of any such structures describing why installation of the proposed facility on the structure is not possible.

i. A map showing other potential locations for the proposed facility that have been explored by the applicant, including a description of why the proposed site is superior. The application shall include in this discussion an analysis of visual aspects, setbacks, and proximity to single-family residences and protected areas.

j. A description of any planned use of stealth technology.

k. A description of efforts to minimize the diameter and mass of any proposed structure, including engineering information related to these efforts.

l. A description of any equipment cabinet and any other ancillary equipment, a description of the function of the equipment, and an explanation of the reasons for any need to co-locate it at the proposed site.

m. A photographic simulation of the proposed site after construction of the proposed facility.

n. In the case of rooftop facilities, a drawing in which a sight-line is drawn from the closest facade of each building, private road or right-of-way within 500 feet of the proposed facility to the highest point of the proposed facility. Each sight-line shall be depicted in profile, drawn at one inch equals 40 feet unless otherwise specified by the planning services department. The profiles shall show all intervening trees and structures.

(2) All applications for conditional use permits for personal wireless antennas or communications towers shall comply with conditional use requirements established in section 12-3-120.

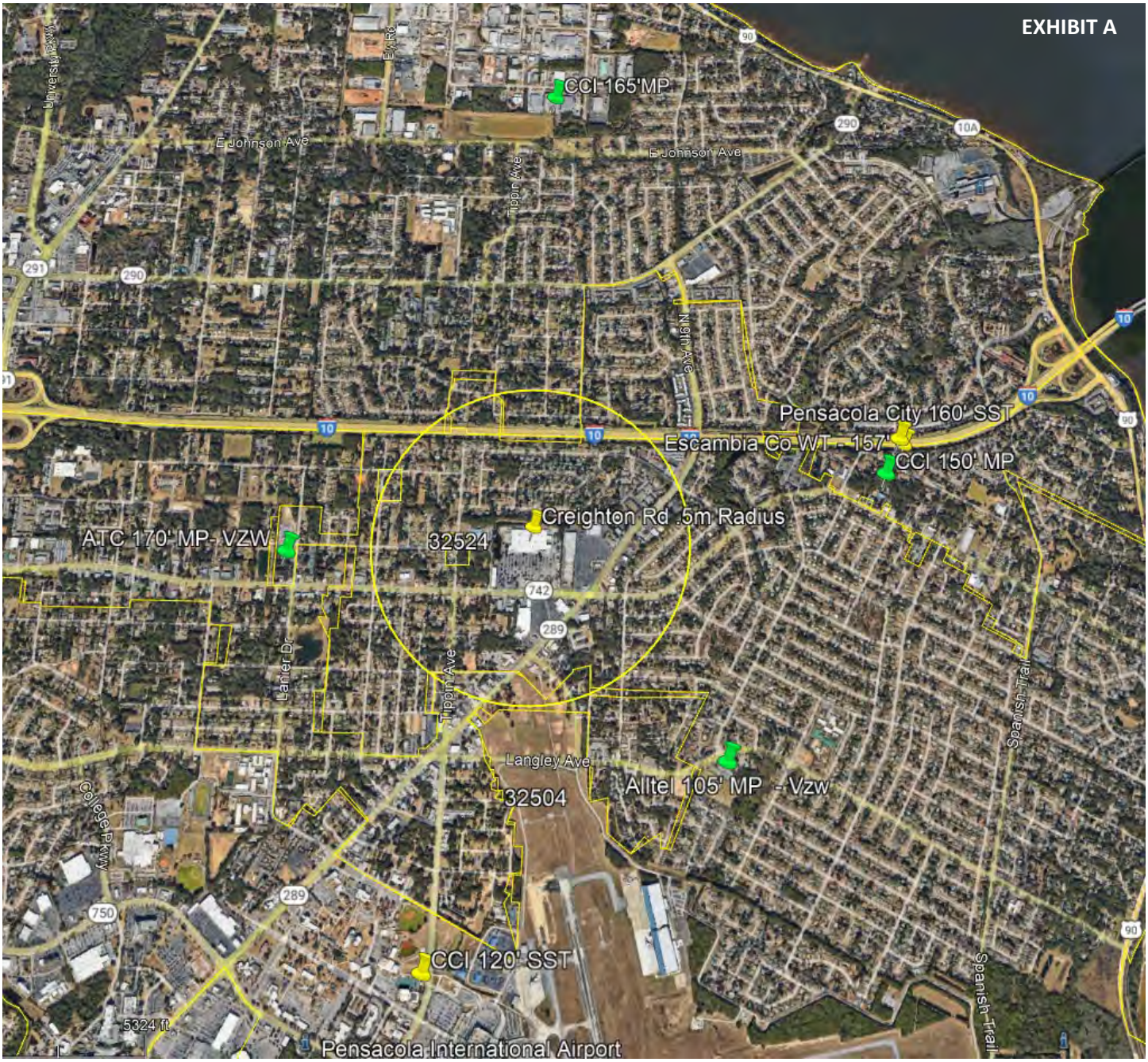
(f) *Conditions.* In granting any conditional use permit under this section, the city council may prescribe conditions and restrictions upon the property benefitted by the conditional use as provided in section 12-3-107(e). In addition, the following conditions shall be mandatory:

Sec. 12-3-108. Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers.

(e) *Site plan requirements.*

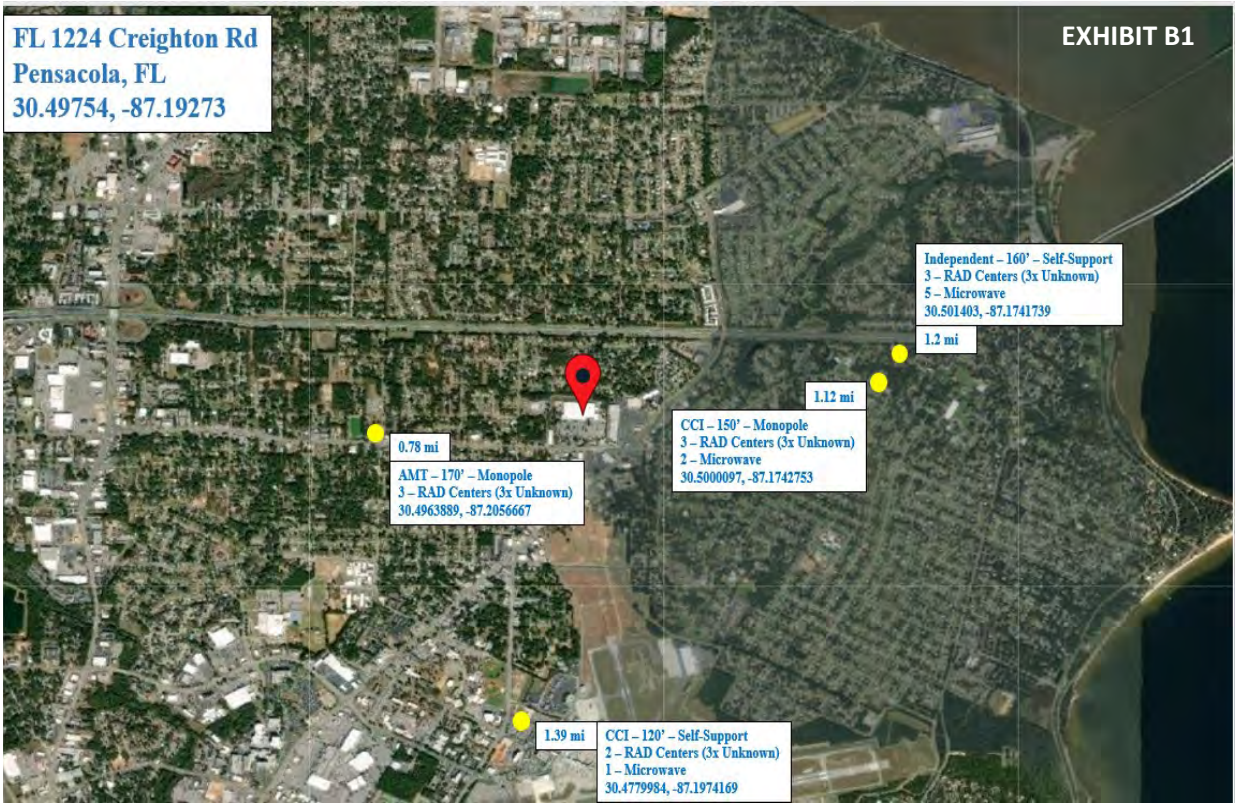
(1) The applicant shall submit a proposed siting plan including the following information to the planning services department:
a. A map of the service area for the proposed facility.
Response: See Search Area Map (EXHIBIT A) with radius and existing facilities shown.

SEARCH AREA RADIUS / EXISTING FACILITIES LOCATED - GREEN = REPRESENT EXISTING VERIZON NETWORK LOCATIONS

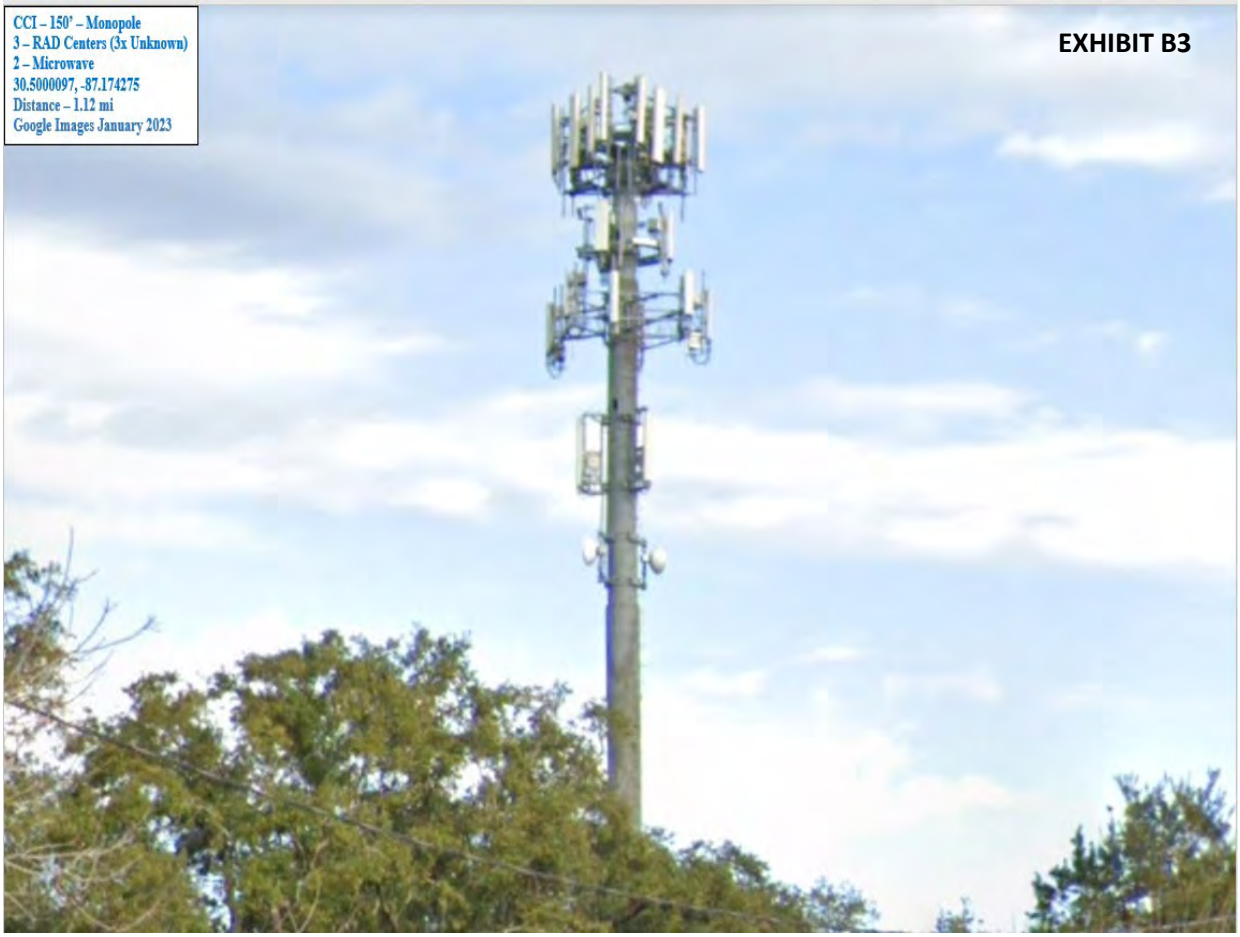


b. A map showing other existing or planned facilities used by the applicant to provide personal wireless services, including the height, mounting style and number of antennas on each facility.

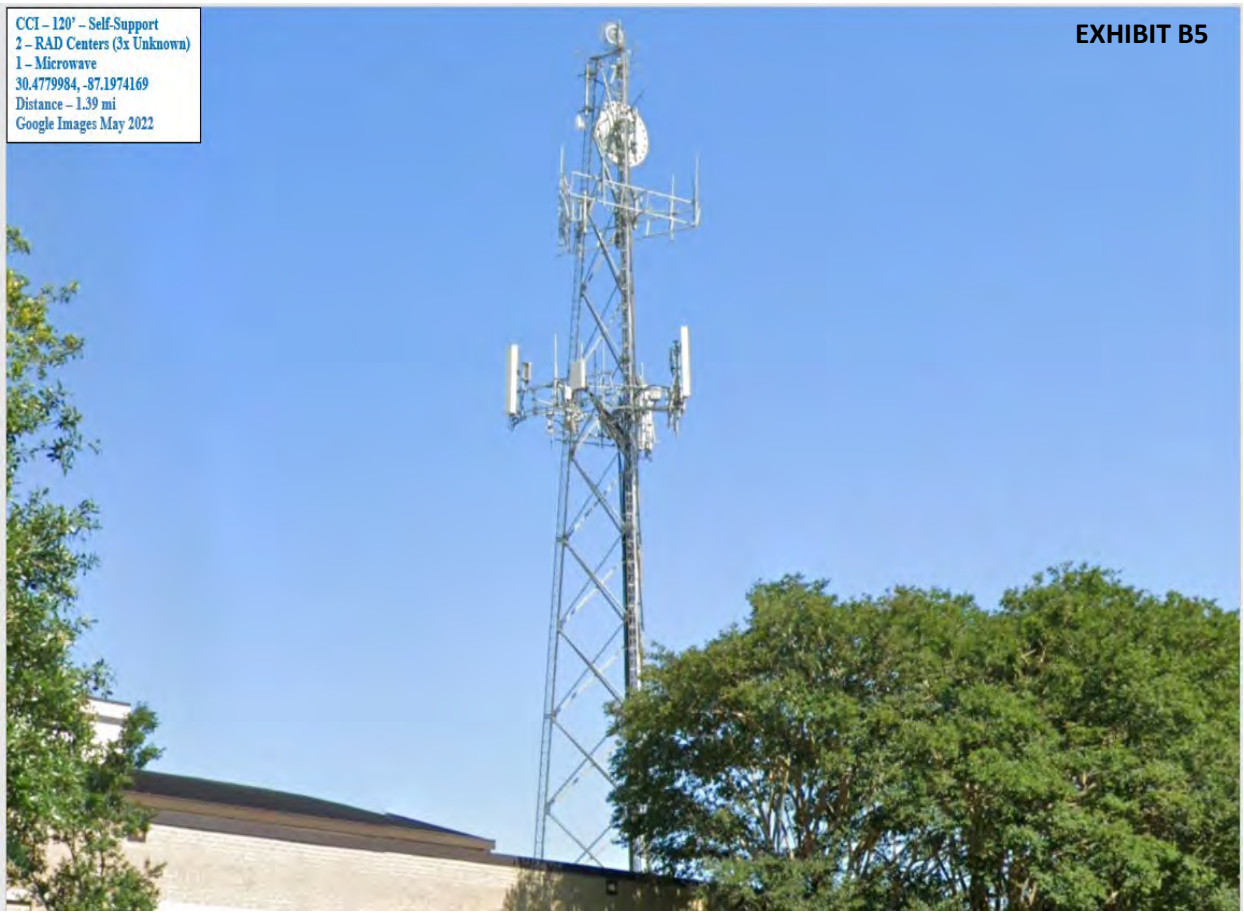
Response: See EXHIBIT A and EXHIBITS B1 thru b7 below. The map below provides the location of existing tower facilities. Photographs of structures are provided below as well.



AMT – 170' – Monopole
3 – RAD Centers (3x Unknown)
30.4963889, -87.2056667
Distance – 0.78 mi
Google Images January 2023
EXHIBIT B2


CCI – 150' – Monopole
3 – RAD Centers (3x Unknown)
2 – Microwave
30.5000097, -87.174275
Distance – 1.12 mi
Google Images January 2023
EXHIBIT B3

Independent – 160' – Self-Support
3 – RAD Centers (3x Unknown)
5 – Microwave
30.501403, -87.1741739
Distance – 1.2 mi
Google Images March 2022
EXHIBIT B4
ECUA


CCI – 120' – Self-Support
2 – RAD Centers (3x Unknown)
1 – Microwave
30.4779984, -87.1974169
Distance – 1.39 mi
Google Images May 2022
EXHIBIT B5

Federal Communications Commission

FCC Home | Search | Updates | E-Filing | Initiatives | For Consumers | Find People

Antenna Structure Registration

EXHIBIT B6

FCC > WTB > ASR > Online Systems > ASR Search

FCC Site Map

ASR Registration Search

Registration Search Results

ADVANCED SEARCH HELP

New Search | Refine Search | Printable Page | Query Download | Map Result(s)

Displayed Results

Matches 1-6 (of 6)
1

PA = Pending Application(s)

Specified Search

Latitude='**30-29-51.5 N**', Longitude='**87-11-33.8 W**', Radius=**1.6 Kilometers**

Display: Basic View GO

	Registration Number	Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1	1225625	Constructed	A0920843	Global Tower, LLC. through American Towers, LLC	30-29-47.0N 087-12-20.4W	Pensacol, FL	53.3
2	1228676	Cancelled	A0477058	Crown Communication Inc.	30-29-12.5N 087-11-51.9W	Pensacolca, FL	42.6
3	1297656	Constructed	A1126606	Alltel Corporation	30-29-13.7N 087-10-57.8W	Pensacola, FL	32.0
4	1312353	Constructed	A1228002	New Cingular Wireless PCS, LLC	30-29-52.1N 087-11-15.5W	Pensacola, FL	9.8
5	1317126	Granted	A1172362	Alltel Corporation	30-29-08.4N 087-12-19.4W	Pensacola, FL	11.8
6	1326050	Granted	A1247662	SBA Towers X, LLC	30-29-51.5N 087-11-28.3W	Pensacola, FL	32.6

Matches 1-6 (of 6)
1

Federal Communications Commission

FCC Home | Search | Updates | E-Filing | Initiatives | For Consumers | Find People

Antenna Structure Registration

EXHIBIT B7

FCC > WTB > ASR > Online Systems > ASR Search

FCC Site Map

ASR Registration Search

Registration Search Results

ADVANCED SEARCH HELP

New Search | Refine Search | Printable Page | Query Download | Map Result(s)

Displayed Results

Matches 1-10 (of 24)
1 2 3 [Next: 11-20>>]

PA = Pending Application(s)

Specified Search

Latitude='**30-29-51.5 N**', Longitude='**87-11-33.8 W**', Radius=**2.4 Kilometers**

Display: Expanded View GO

	Registration Number	Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1	1022996	Constructed	A1106979	THE DISTRICT BOARD OF TRUSTEES, PENSACOLA STATE COLLEGE, FL.	30-28-40.0N 087-11-50.0W	PENSACOLA, FL	39.0
2	1031122	Constructed	A0120727	PENSACOLA, CITY OF	30-30-06.0N 087-10-24.0W	PENSACOLA, FL	82.3
3	1061786	Constructed	A0322366	ESCAMBIA COUNTY UTILITIES AUTHORITY	30-30-05.0N 087-10-23.0W	PENSACOLA, FL	48.8
4	1205041	Constructed	A0306007	Corporate Woods Six, LLC	30-28-36.7N 087-12-00.9W	Pensacola, FL	36.5
5	1217719	Constructed	A1018829	Crown Communications LLC	30-31-07.9N 087-11-31.2W	Pensacola, FL	50.3
6	1225625	Constructed	A0920843	Global Tower, LLC. through American Towers, LLC	30-29-47.0N 087-12-20.4W	Pensacol, FL	53.3
7	1228676	Cancelled	A0477058	Crown Communication Inc.	30-29-12.5N 087-11-51.9W	Pensacolca, FL	42.6
8	1231508	Constructed	A1016936	Crown Castle South LLC	30-29-59.8N 087-10-26.8W	Pensacola, FL	48.8
9	1297656	Constructed	A1126606	Alltel Corporation	30-29-13.7N 087-10-57.8W	Pensacola, FL	32.0
10	1312353	Constructed	A1228002	New Cingular Wireless PCS, LLC	30-29-52.1N 087-11-15.5W	Pensacola, FL	9.8

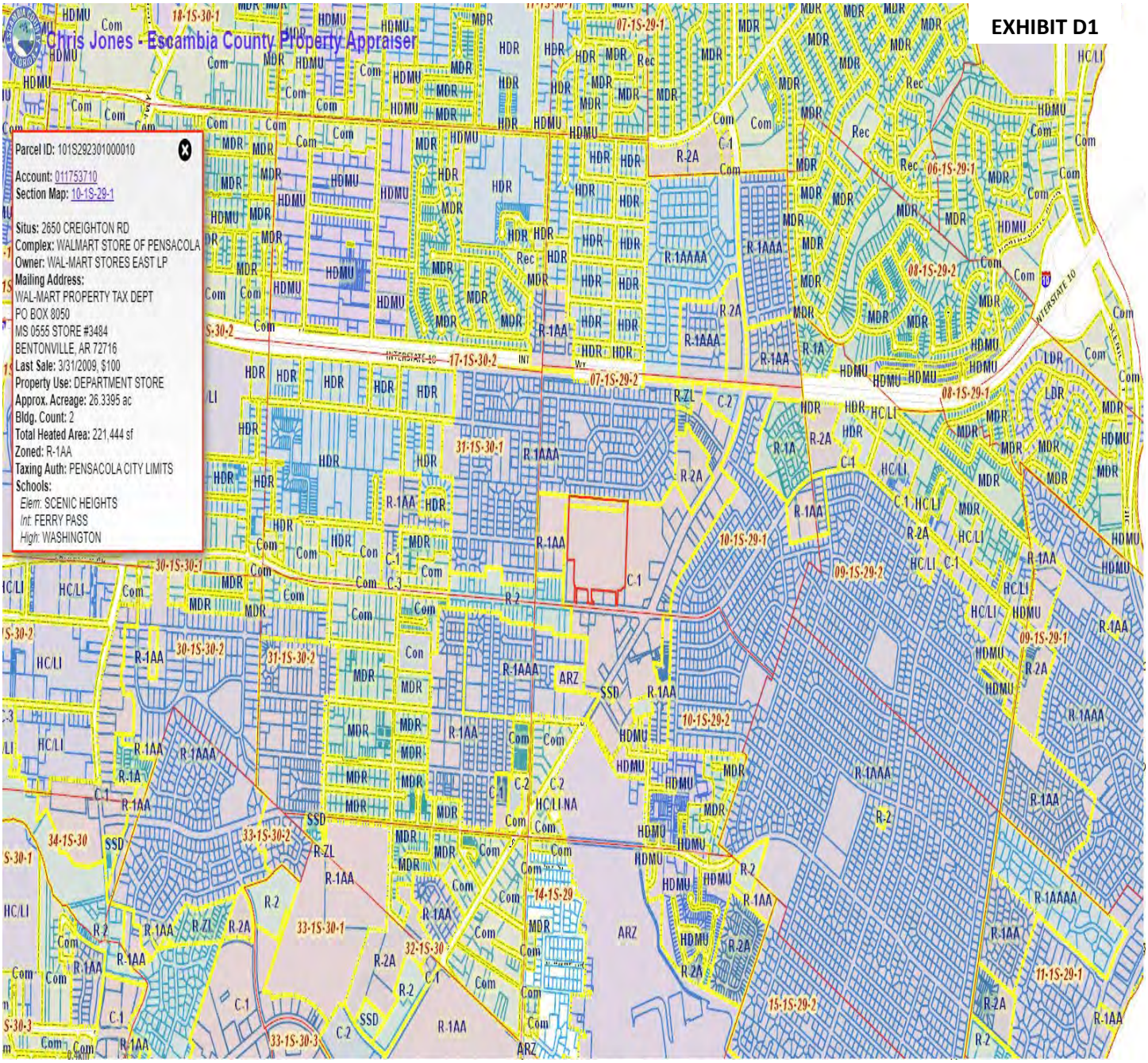
Matches 1-10 (of 24)

c. A description of the need for the proposed facility, including a precise description of any area in which service would not be available without construction of the proposed facility.

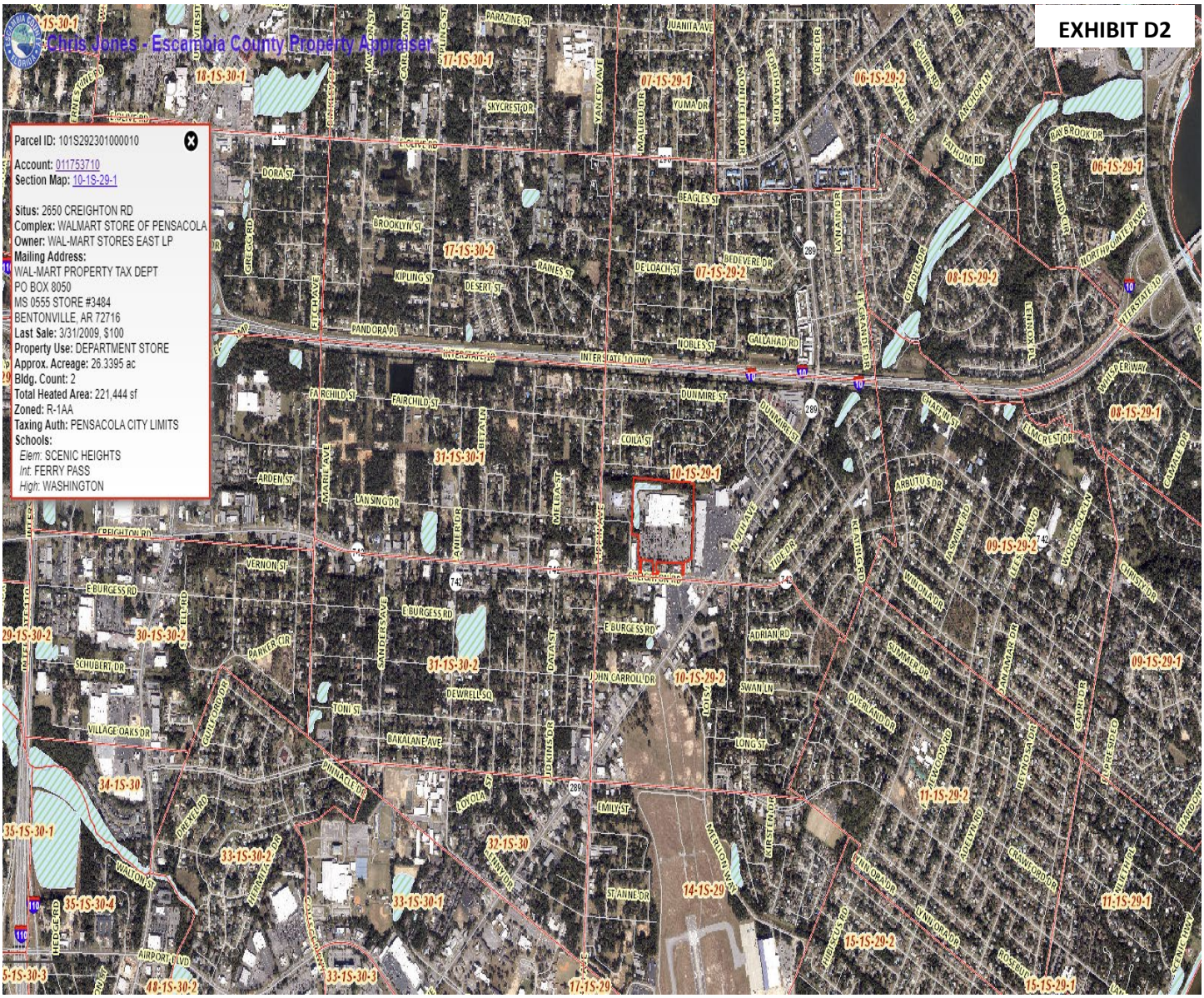
Response: See Verizon Wireless Proposed "Craighton Walmart CGC FL" narrative (EXHIBIT C).

d. A map identifying all zoning districts and protected areas within one-half mile of the proposed facility.
Response: See Zoning (EXHIBIT D1) and Protective Areas Map (EXHIBIT D2).

ZONING MAP – PENSACOLA, FL – VICINITY OF 2650 CREIGHTON ROAD



Map – Potential Protected Areas – Wetlands



e. A map showing any personal wireless towers then existing or under construction that are located within a one-mile radius of the proposed facility.

<u>Response: See EXHIBIT A and EXHBITS B1 THRU B7 as supporting documentation.</u>

f. A description of any efforts to co-locate the proposed facility on any personal wireless tower then existing or under construction, including engineering information and correspondence from the existing tower describing why co-location is not possible.
Response: See Creighton Road No Existing Structures Statement (EXHIBIT F).

g. A map showing any structures over 40 feet high that are located within a one-mile radius of the proposed facility.
Response: The No Existing Structures Statement (EXHIBIT F), in combination with the Search Area Map (EXHIBIT A) provided, show the extent of the area identified by the service provider where a structure or property could work given the existing network needs. The map shows the existing structures/towers that were located and those currently in use by the service provider. The No Existing Structures statement explains why other, lower height (over 40 feet), structures were not identified.

h. A description of any efforts to locate the proposed facility on any existing structure, including engineering information and correspondence from the owners of any such structures describing why installation of the proposed facility on the structure is not possible.
Response: See Search Area Map (EXHIBIT A) and the Collocation Creighton Road Alternative Location Analysis (EXHIBIT I) for response.

i. A map showing other potential locations for the proposed facility that have been explored by the applicant, including a description of why the proposed site is superior. The application shall include in this discussion an analysis of visual aspects, setbacks, and proximity to single-family residences and protected areas.
Response: See Creighton Road Alternative Location Analysis (EXHIBIT I).

j. A description of any planned use of stealth technology. ***(AMENDED 02012024)***
Response: Given the intense commercial nature and operations on the proposed location, the towers reasonable amount of visibility as shown in the photographic simulations, the vegetative buffers along the rear of the property shielding view into the site from adjacent residences, it is our view that stealthing or camouflaging of this proposed 95' structure is not considered to be a necessity due to minimal visibility from surrounding residential properties.

k. A description of efforts to minimize the diameter and mass of any proposed structure, including engineering information related to these efforts.
Response: A tower fall zone letter from Valmont Telecommunications, Inc. has been obtained and is included in the submission. The fall zone letter describes a theoretical fall zone of 0-feet. The design of the tower based on this criterion determines the physical aspects of the tower, to include its mass and diameter. We trust that the design is the minimum needed for the tower to perform safely and as indicated should a catastrophic event occur. We therefore submit that the mass and diameter of the tower is the minimum amount needed for function and safety.

l. A description of any equipment cabinet and any other ancillary equipment, a description of the function of the equipment, and an explanation of the reasons for any need to co-locate it at the proposed site.
Response: Equipment specification sheets (EXHIBITS L1 THRU L10) are included in the submission package. The selection of the equipment to be utilized at this location have not been finalized at this time. Should the structure receive approval and the site proceeds towards the submission of a building permit, equipment selections will be finalized and therefore could differ from what has been included in the submission for your review. The site is proposed to contain a generator. The generator will be a Kohler 30KW model. Final selection of the generator model could also differ from zoning submission to the application for a building permit.

m. A photographic simulation of the proposed site after construction of the proposed facility.
Response: Photographic Simulations (EXHIBIT M) have been prepared and provided in the application submission package.

n. In the case of rooftop facilities, a drawing in which a sight-line is drawn from the closest facade of each building, private road or right-of-way within 500 feet of the proposed facility to the highest point of the proposed facility. Each sight-line shall be depicted in profile, drawn at one inch equals 40 feet unless otherwise specified by the planning services department. The profiles shall show all intervening trees and structures.
Response: Not applicable. Not a roof-top proposal.

EXHIBITS

RE: Verizon Wireless Proposed "CRAIGHTON_WALMART_CGC_FL" macro site, Escambia County, FL

To Whom It May Concern:

In my role as a Radio Frequency Engineer for Verizon Wireless (hereinafter "Verizon", I am writing to you for and on behalf of Verizon in support of SBA's applications to build new sites called CRAIGHTON_WALMART_CGC_FL. I have a Master of Science (MS) Degree in Physics/Telecommunications and over 20 years of practical experience in Telecom industry. I have worked as a Radio Frequency Engineer for more than 7 years with Verizon and my responsibilities for Verizon include, but are not limited to, the design and engineering of Verizon's wireless communications network in the Florida, Alabama, and Mississippi Gulf Coast area.

The CRAIGHTON_WALMART_CGC_FL macro site would be a 95-foot overall height with red obstruction lights monopole facility located at "2650 Creighton Rd, Pensacola, FL". This new build site is required to offload wireless traffic currently being served by Verizon's existing four on-air macro sites to the north, east, south, and west of the proposed CRAIGHTON site that have been exhausted with heavy usage stemming from massive expansion in customer demand in recent years. To keep up with the demand of voice and data, Verizon engineers perform upgrades on the existing cell sites to maintain reliable service. Despite our best efforts to keep up with capacity, our growth forecasts indicate that we have reached a point where we need to install additional coverage solutions. The Verizon RF and Traffic teams determined the need to build additional macro site to complement the existing cell sites in the network that serves HWY-10 and surrounding area today. The proposed site will help to offload the existing cell sites and allow Verizon customers to continue to have reliable service over the long term. The new macro site is also needed to provide and enhance in-building coverage along 9th Ave and Creighton Rd. By building the CRAIGHTON_WALMART_CGC_FL macro site Verizon will, as demonstrated by the attached propagation maps:

1. Offload usage from the surrounding Verizon macro sites.

2. Improve Coverage in residential areas north, and south of HWY-10. Currently, coverage in this area is weak, as reflected in the attached maps; without the CRAIGHTON_WALMART Site, coverage is likely to get worse very quickly as demand in this area is growing at a very quick rate. Construction of the CRAIGHTON site will improve Verizon's coverage and allow Verizon to provide better wireless services to this location.

3. Improve throughput to existing heavy data users. Many residents in this area currently use significant amounts of data. Construction of the CRAIGHTON Site is necessary to allow residents to continue to have strong and reliable wireless data services.

This new macro site will offload traffic from existing sites and provide the quality coverage Verizon's customers expect and rely on. Customers will experience access to the best mobile voice and wireless data services that may have been previously unavailable. It will also support Homeland Security through enhanced 911 services. Almost all 911 calls are now made through cellular phones and most law enforcement functions are communicated through smart phones. Construction of the CRAIGHTON site will better allow local first responder services to provide faster, more effective services to citizens in this area.

Verizon is committed to maintaining the best wireless network in Florida. Our network performance objective is to stay ahead of the customer demand, provide reliable coverage, and give high speed data services for our customers that they deserve.

Verizon cares about the communities as well as the environment and prefers to collocate on existing structures when available. Verizon Wireless is currently collocated on some existing structures in the area and prefers collocation due to reduced construction costs, faster deployment, and environmental protection.

However, Verizon was unable to find a suitable structure in the search area on which to collocate additional equipment to remedy the coverage and capacity improvement in this area. Instead, Verizon is required to construct new facilities near Creighton Rd to improve its coverage to other subscribers who currently have weak coverage. The new facilities will also allow Verizon to offload traffic from existing facilities, which will improve the efficiency of Verizon's network and allow Verizon to better serve users in the surrounding area.

Verizon's wireless design engineers establish search area criteria in order to effectively meet coverage objectives as well as offload existing Verizon cell sites. When met, the criterion also reduces the need for a new site to cover the area in the immediate future. Each cellular site covers a limited area, depending on site configuration and the surrounding terrain. Cell sites are built in an interconnected network; which means each cell site must be located so that their respective coverage areas are contiguous. This provides uninterrupted communications throughout the coverage area.

The attached propagation maps demonstrate the current wireless coverage in this area as well as how the proposed CRAIGHTON site would improve coverage. These propagation maps were prepared using Verizon's proprietary computer modeling to measure both existing radio frequency coverage and the coverage that would result from construction of the new macro site. On coverage Map 1, the yellow area in the upper map denotes an area of approximately ~1.1 square mile where may have an issue with indoor coverage and slower data usage. The coverage Map 2 on the next page shows how coverage will be dramatically improved by construction of the CRAIGHTON Site.

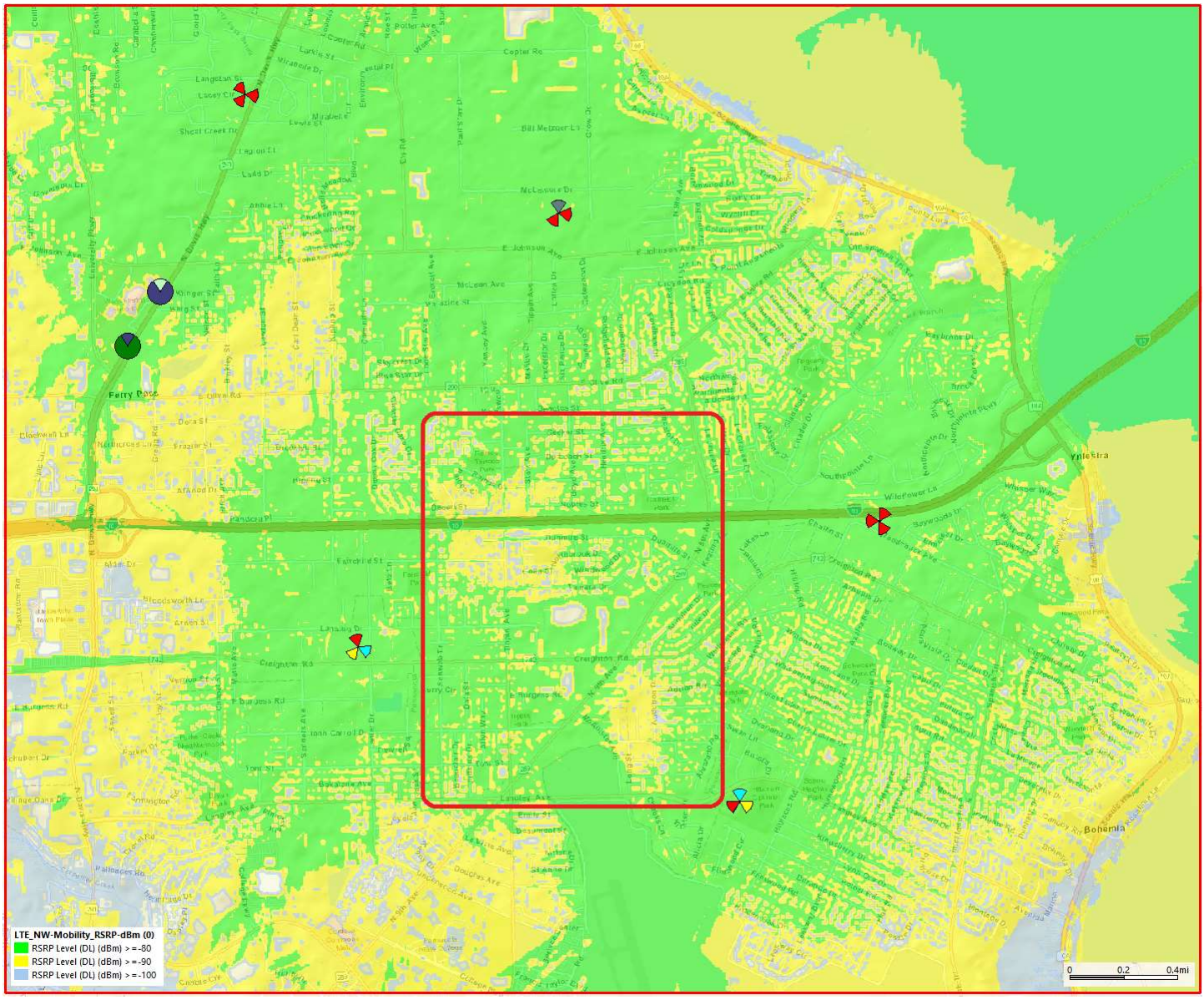
These proposed sites have been designed, and shall be constructed and operated in a manner that satisfies regulations and requirements of all applicable governmental agencies that have been charged with regulating tower specifications, operation, construction, and placement, including the FAA and FCC.

RF emission readings at these sites in the accessible areas will be well below the applicable limits for FCC Uncontrolled/General Population and FCC Controlled/Occupational environments as outlined in 47 CFR 1.1301 through 1.1319. The sites will carry appropriate RF emission signage to contractors entering the site area. These sites will transmit frequencies within the licensed frequency bands and the power limitations set by the FCC regulatory authority. The sites will go through a complete rigorous regulatory process before they come on-air to provide service.

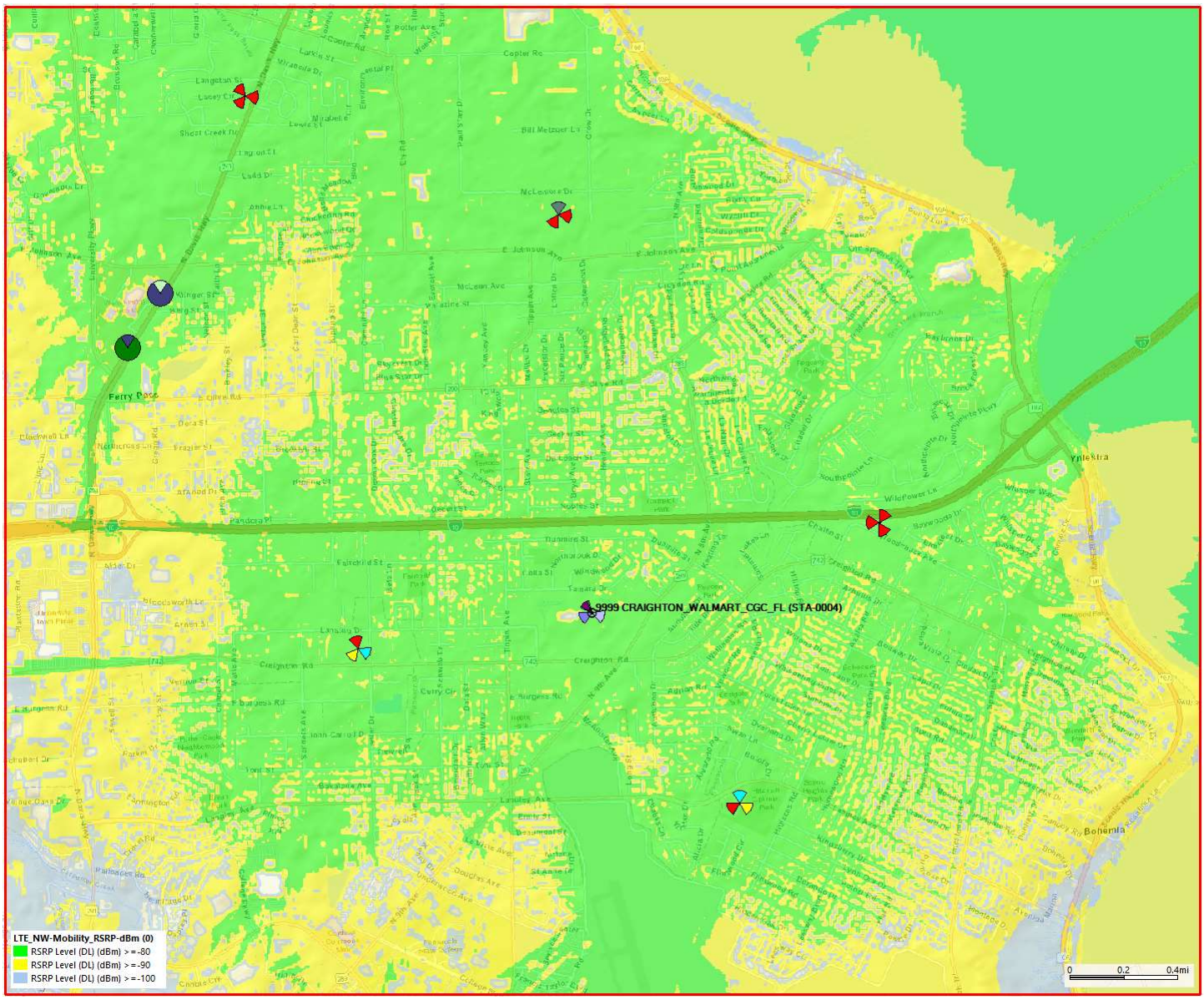
Regards,
Nelson Aung
RF Engineer
Verizon Wireless

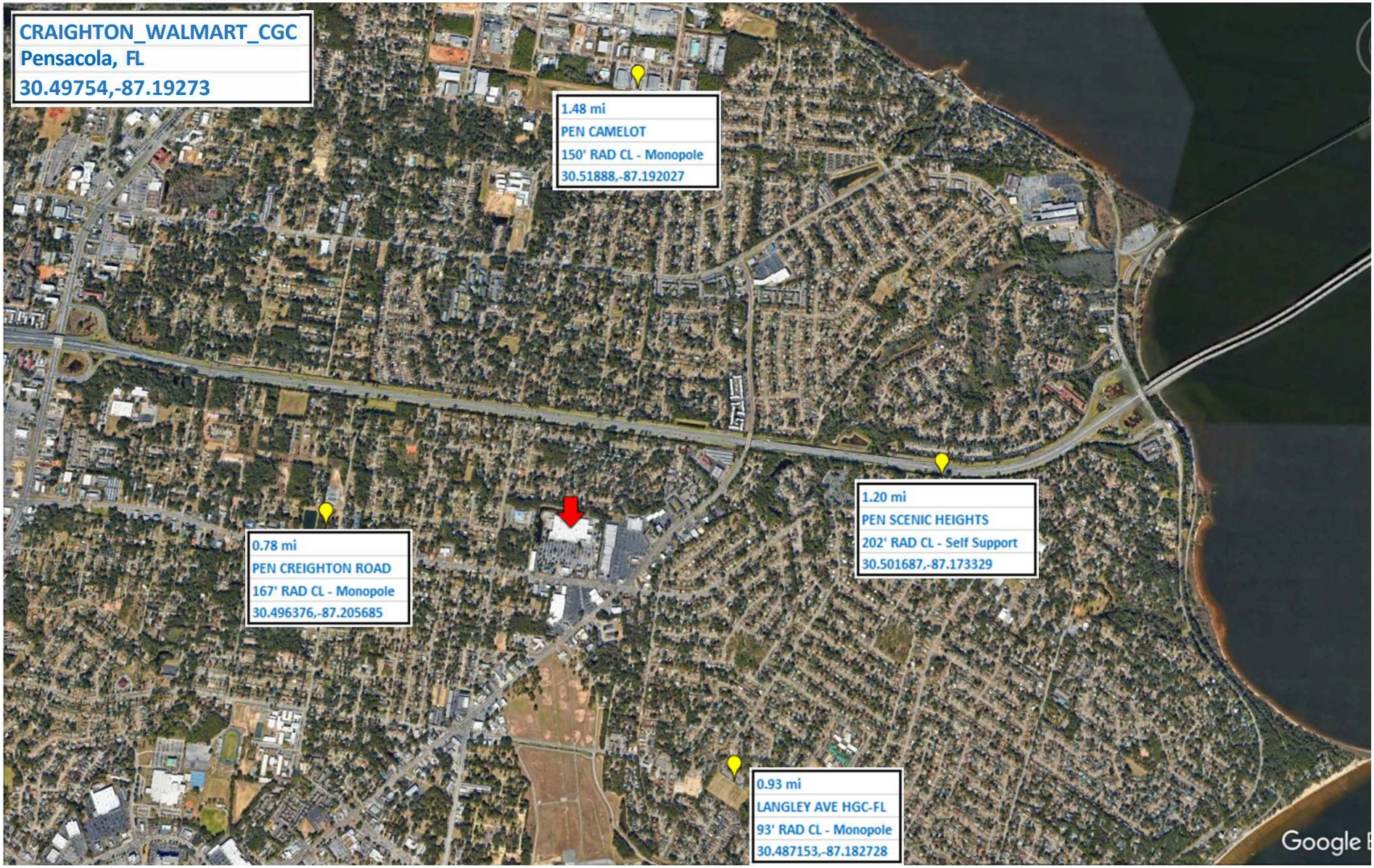
HGC/Gulf Coast - South Central

Pre: The coverage status before CRAIGHTON_WALMART_CGC_FL Site (30.497644°, -87.191192°) in-service



POST: The coverage status after CRAIGHTON_WALMART_CGC_FL Site (30.497644°, -87.191192°) in-service




CRAIGHTON_WALMART_CGC
Pensacola, FL
30.49754,-87.19273
1.48 mi
PEN CAMELOT
150' RAD CL - Monopole
30.51888,-87.192027
0.78 mi
PEN CREIGHTON ROAD
167' RAD CL - Monopole
30.496376,-87.205685
1.20 mi
PEN SCENIC HEIGHTS
202' RAD CL - Self Support
30.501687,-87.173329
0.93 mi
LANGLEY AVE HGC-FL
93' RAD CL - Monopole
30.487153,-87.182728
Google E

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET

Sec. 12-3-108. Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers.

(e) Site plan requirements.

f. A description of any efforts to co-locate the proposed facility on any personal wireless tower then existing or under construction, including engineering information and correspondence from the existing tower describing why co-location is not possible.

SBA Communications conducted a search of the ½ mile area shown on the map provided below. The search was conducted with the initial intent to locate an existing structure to collocate Verizon Wireless equipment. The search was conducted, and it was determined that there were no existing structures within the search area that could be utilized that would meet the Verizon search criteria. All of the structures that were located were either too far away (outside of the search area) or they were structures that were already in use by Verizon Wireless.

When attempting to improve its communication network Verizon always seeks to collocate on existing towers rather than go through the time, expense and local regulatory process of building new ones. In this instance, a review of the search area showed that the land uses within the area are approximately 50 to 60 percent residentially designated zoning categories. The remaining area is commercial in land development and zoning and therefore, that is where the search was focused. Also at this time, SBA's relationship with Wal-Mart factored into the search process. SBA is working on a number of Wal-Mart sites in the State of Florida as well as other states. Given the location of the Wal-Mart property, the relationship with Wal-Mart, the intense commercial nature of the day-to-day operations on the property and the opportunity to avoid potential opposition to locating a tower in residentially zoned areas, it was determined that the subject property provided the best available alternative with the least amount of overall impact to the community. While there are other commercial properties in the area, typically commercial property owners are not very favorable to giving up portions of their property for a tower use for fear it will hinder some future aspect of their business they cannot predict. Secondly, a search of an area is only successful if you can find a willing landowner within a favorable zoning category. With this site both of those factors have been met. The selection of the subject property allows the client to avoid a protracted search process that could have resulted in the selection of a residentially zoned property. Generally, residential properties are deemed low priority sites by most jurisdictions.

SUMMARY: There are no existing towers or other structures suitable for collocation within the search area. A visual inspection of the ring yielded the same results that the database information provided.

Gerri Nelson
Site Acquisition
Tower Engineering Professionals, Inc
10700 Sikes Place, Suite 360
Charlotte, NC 28277

EXHIBIT F2

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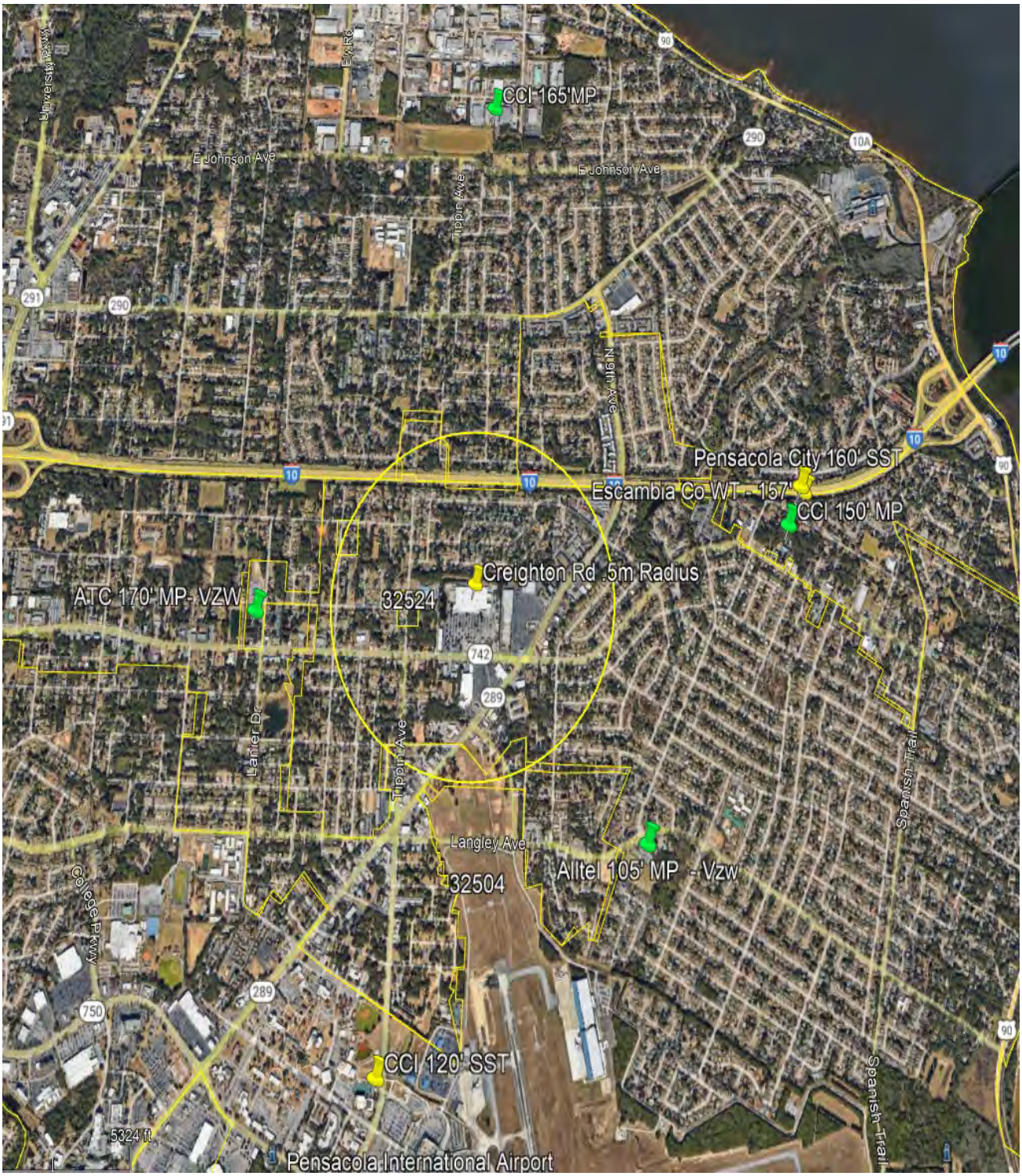

EXHIBIT I

TOWER ENGINEERING PROFESSIONALS

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WWW.TEPGROUP.NET

Sec. 12-3-108. Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers.

(e) Site plan requirements.

i. A map showing other potential locations for the proposed facility that have been explored by the applicant, including a description of why the proposed site is superior. The application shall include in this discussion an analysis of visual aspects, setbacks, and proximity to single-family residences and protected areas.

In regard to the above criteria for evaluation of a potential communication tower site, the following is provided in support of SBA Communications' decision to utilize the existing Wal-Mart site versus another area property:

1. The Wal-Mart location is a very reasonable and logical location for a communication tower use. The overall size of the property, the intense operations on the property, and the amount of activity that takes place each day are contributing factors. The proposed tower use is more of a passive use. Communication tower sites produce very little noise and visitors, and therefore traffic generation is minimal at best. Site disturbance will be at a minimum since no new drive aisles need to be constructed and the existing paved surface provides the location for the ground equipment. Utilities already exist on the property or very close contributing to little if any off-site construction disturbance. In short, it's a passive use, with minimal construction, proposed on a property with an intense operation that overshadows the tower's operation, existence, and impact on the surrounding community.

2. Visually, the tower will be 95 feet in height. Photo simulations have been prepared and submitted. The residential areas nearest to the structure are to the north and east. When viewing from the residential areas looking south and east, the simulation show minimal amounts of visibility. While it is only a simulation, we feel that it is a fair representation of what should be expected should the tower be approved and constructed. The views facing north and west show more of the tower as those views are towards areas that contain businesses as trees and other vegetation has been removed for development. From the location on the property, the closest residential structure is approximately 400 feet from the tower location which equates to about 4 times the tower height to the structures. The structures in that area have a very thick, mature stand of trees separating them from the Wal-Mart use. The properties to the immediate east, south and west are all zoned for commercial use. The nearest setback is approximately 69' from the east property line and the tower will be designed to collapse upon itself and remain on the subject property.

SUMMARY: In regard to alternatives reviewed, the proposed site is as good if not better than any other commercial property in the area. It is substantially better than a site within the surrounding residential areas. The location on the property for the tower is located between the Wal Mart building and the abutting commercial development. The area to the north is heavily vegetated and visibility into the tower compound is restricted from all off-site viewpoints. There may be other commercial properties, but it is our belief that this site provides the greatest amount of protection from and least amount of impact on surrounding uses than most others.

Harold Timmons
Zoning and Real Estate Specialist|
Tower Engineering Professionals, Inc
hktimmons@tepgroup.net
336-210-9684

EXHIBIT I2

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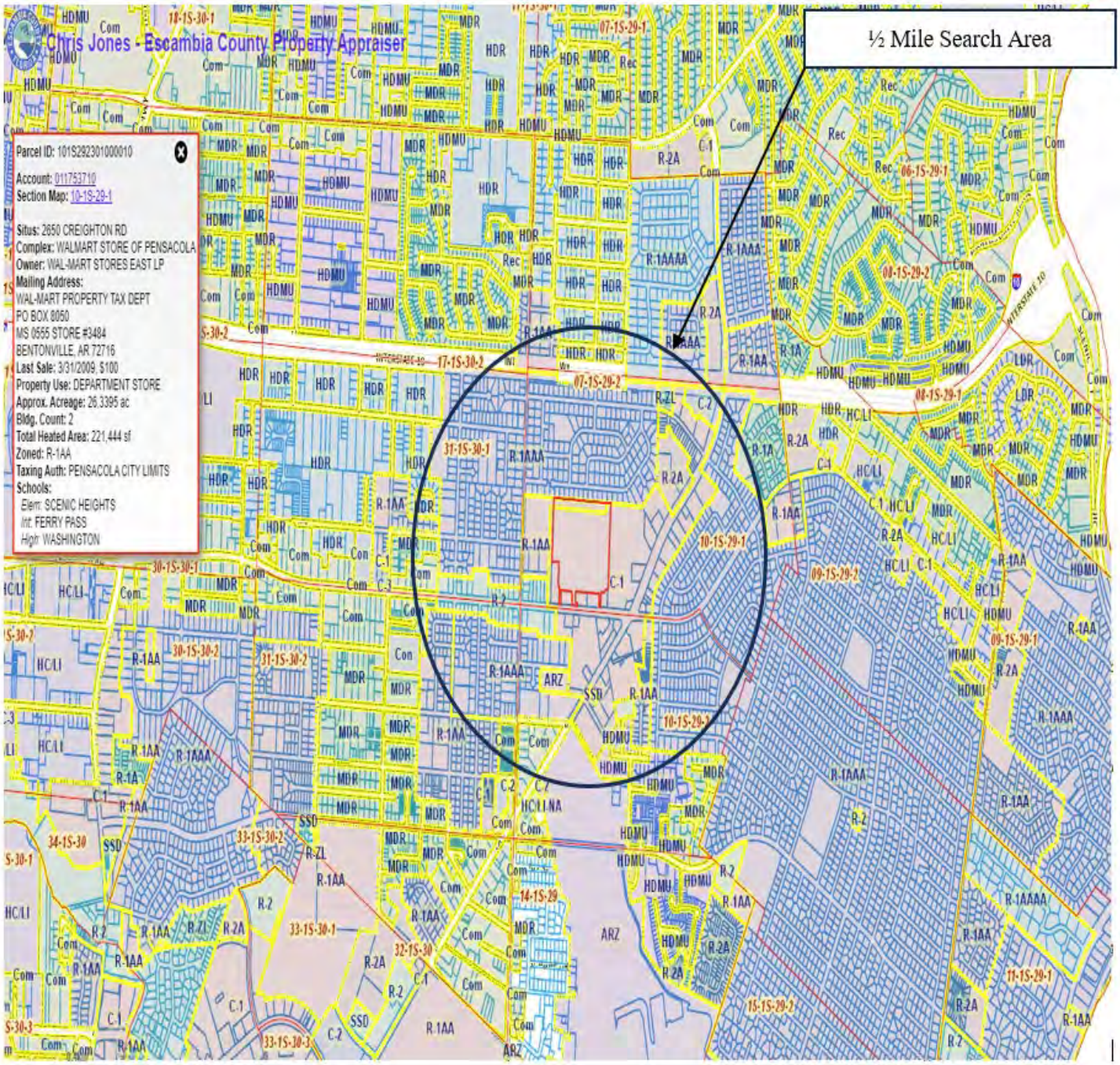
Zoning Map – Shows Level of Residential and Commercial Zoning within Search Area



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Ground Level View - Proposed Tower Location - View North Towards Residential Areas

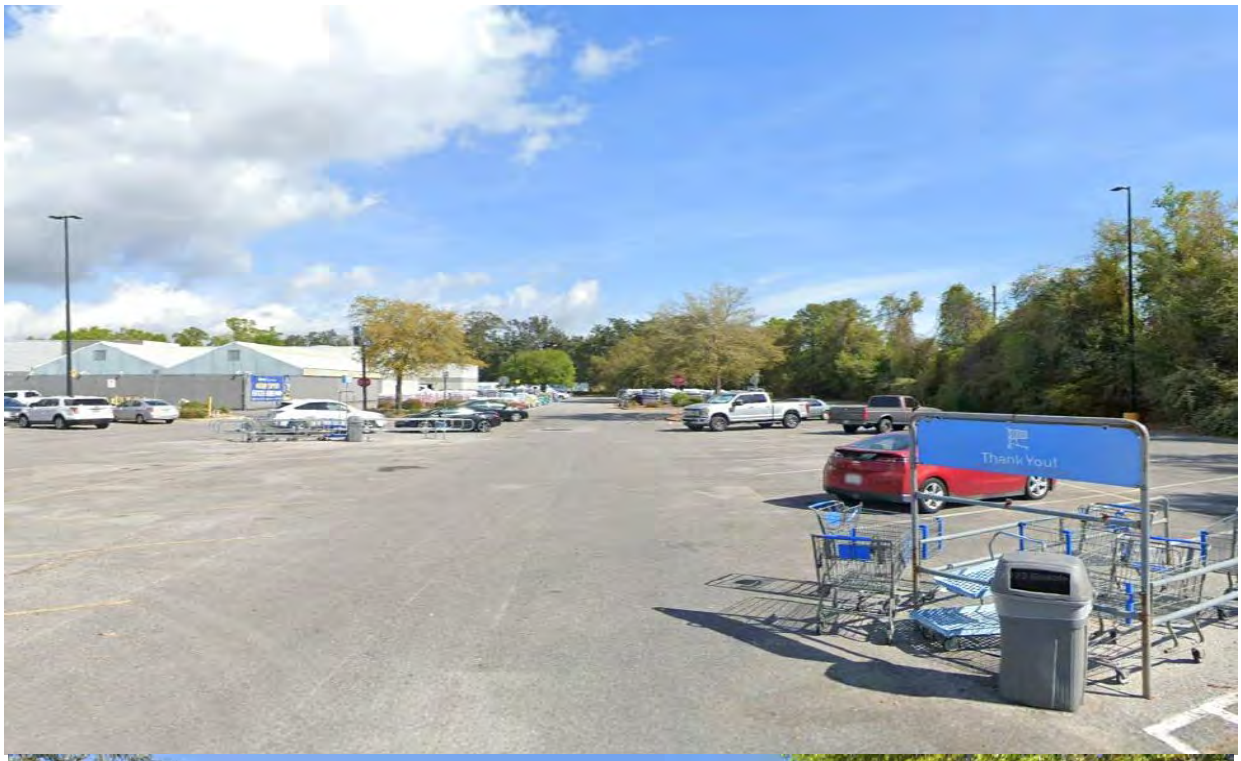

EXHIBIT I4

TOWER ENGINEERING PROFESSIONALS

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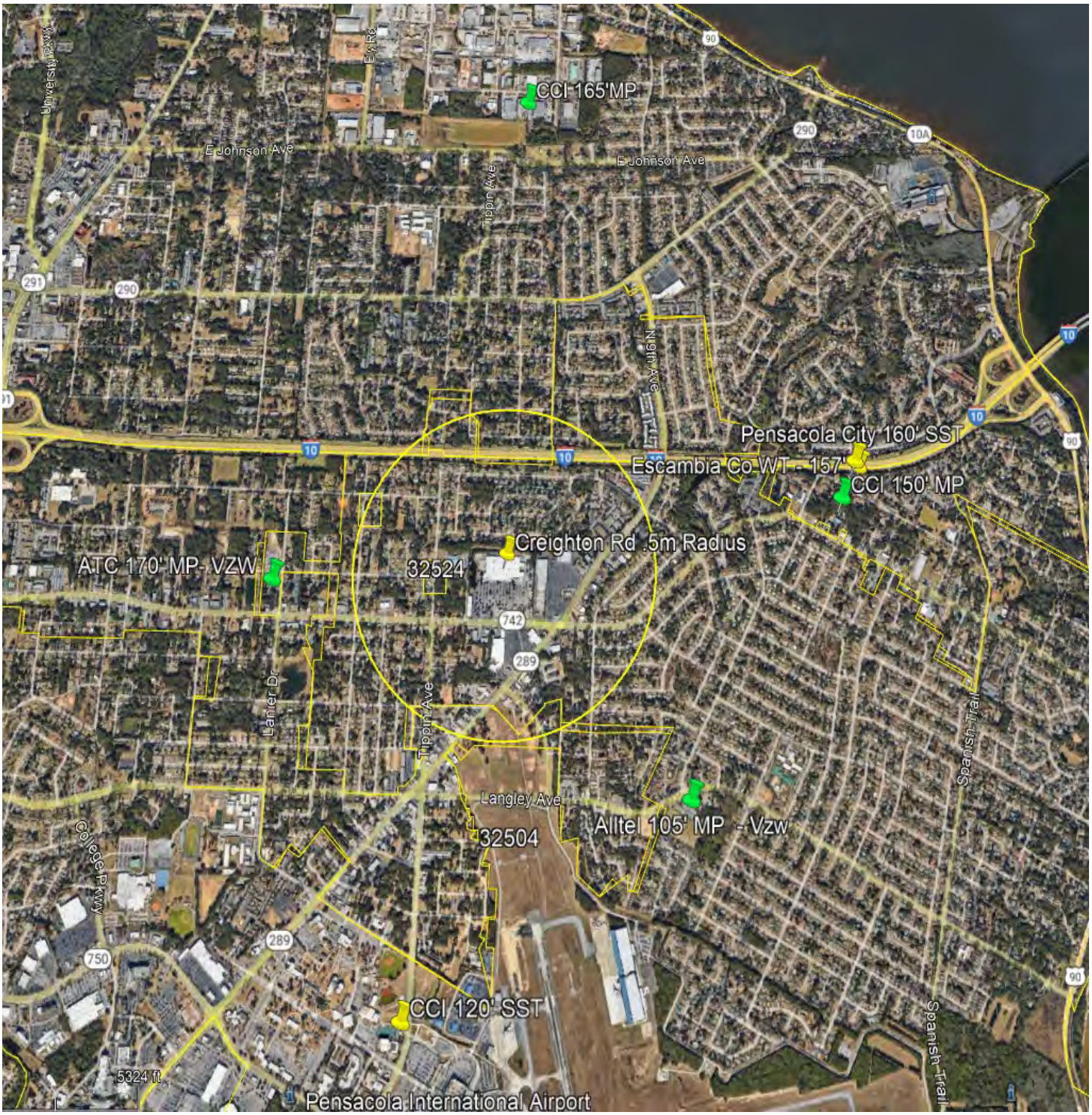
Search Area and Existing Structures Evaluated



Date: 1/31/2024

SBA

Attn: To Whom It May Concern

SUBJECT: Project Number: 585444
Site Name: WM 1224 Creighton, Pensacola, FL
Structure: 90-ft Monopole
Designed within a Theoretical Fall Radius of 0-ft

Communication structures designed by Valmont are sized in accordance with the latest governing revision of the ANSI/TIA 222 standard unless otherwise requested by our customer or the governing jurisdiction. This standard has been approved by ANSI/ASCE, which has dealt with the design of antenna support structures since the late 1950s. The TIA standard, based on provisions of this nationally known specification, has a long history of reliability. Its core philosophy is first and foremost to safeguard and maintain the health and welfare of the public.

Valmont's communication structures have proven to be very reliable products. We use the latest standards, wind speed information, and sophisticated analytical tools to ensure that we continue providing high quality structures.

This structure is designed to the following criteria:

- Exposure Category C
- Topographical Category 1, and a Crest height of 0 feet
- Risk Category II
- Site Elevation 104 feet
- 150 MPH Ultimate Wind Speed (no ice) per ASCE 7-16
- 30 MPH with 0.5 inches ice per ANSI/TIA-222-H

The theoretical failure point is at the structure midpoint or above by purposely over designing the structural components below this point. The predicted mode of wind induced failure would be local buckling of the shaft at or above the midpoint with the upper section folding over onto the intact lower section. The pole will be designed with the smallest base diameter, within reason, that will accommodate the fall zone requirement as well as meet the necessary structural adequacy for the site.

I hope these comments address any questions or concerns relative to the anticipated performance of this structure; please reach out directly should you have any questions or comments.

Sincerely,

Yatong Zeng, PE
Design Engineer
Yatong.Zeng@Valmont.com
402-359-6830

EXHIBIT K-1 Amended

Date: 1/31/2024

SBA

Attn: To Whom It May Concern

SUBJECT: Project Number: 585444
Site Name: WM 1224 Creighton, Pensacola, FL
Structure: 90-ft Monopole
Designed within a Theoretical Fall Radius of 0-ft

Communication structures designed by Valmont are sized in accordance with the latest governing revision of the ANSI/TIA 222 standard unless otherwise requested by our customer or the governing jurisdiction. This standard has been approved by ANSI/ASCE, which has dealt with the design of antenna support structures since the late 1950s. The TIA standard, based on provisions of this nationally known specification, has a long history of reliability. Its core philosophy is first and foremost to safeguard and maintain the health and welfare of the public.

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Sincerely,

Yatong Zeng, PE
Design Engineer
Yatong.Zeng@Valmont.com
402-359-6830

NATHAN ANDREW ROSS
LICENSE
No. 89777
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Nathan Andrew Ross on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

MX06FIT865-02

NWAV™ X-Pol Hex-Port Antenna

X-Pol Hex-Port 8 ft 65° macro FIT (Form in Tighter):

2 ports 698-894 MHz and 4 ports 1695-2180 MHz

- Excellent passive intermodulation (PIM) performance reduces harmful interference.
- Fully integrated (iRETs) with independent RET control for low and high bands for ease of network optimization
- SON-Ready array spacing supports beamforming capabilities
- Suitable for LTE/CDMA/PCS/UMTS/GSM air interface technologies
- Integrated Smart Bias-Ts reduce leasing costs
- Optimized width for reduced wind loading

Electrical specification (minimum/maximum)	Ports 1, 2		Ports 3, 4, 5, 6		
Frequency bands, MHz	698-798	824-894	1695-1880	1850-1990	1920-2180
Polarization	± 45°		± 45°		
Average gain over all tilts, dBi	15.3	15.5	17.6	17.9	18.2
Horizontal beamwidth (HBW), degrees	64.0	57.0	63.0	63.0	58.0
Front-to-back ratio, co-polar power @180°± 30°, dB	>22.6	>23.0	>28.0	>26.0	>25.0
X-Pol discrimination (CPR) at boresight, dB	>18.0	>16.0	>25	>20	>18
Sector power ratio, percent[1]	<4.6	<3.6	<5.0	<3.8	<3.6
Vertical beamwidth (VBW), degrees[1]	9.3	8.4	6.0	5.6	5.2
Electrical downtilt (EDT) range, degrees	2-12	2-12	0-9		
First upper side lobe (USLS) suppression, dB[1]	≤-15.0	≤-15.0	≤-16.0	≤-16.0	≤-16.0
Cross-polar isolation, port-to-port, dB[1]	25	25	25	25	25
Max VSWR / return loss, dB	1.5:1 / -14.0		1.5:1 / -14.0		
Max passive intermodulation (PIM), 2x20W carrier, dBc	-153		-153		
Max input power per any port, watts	300		250		
Total composite power all ports, watts	1500				

[1] Typical value over frequency and tilt

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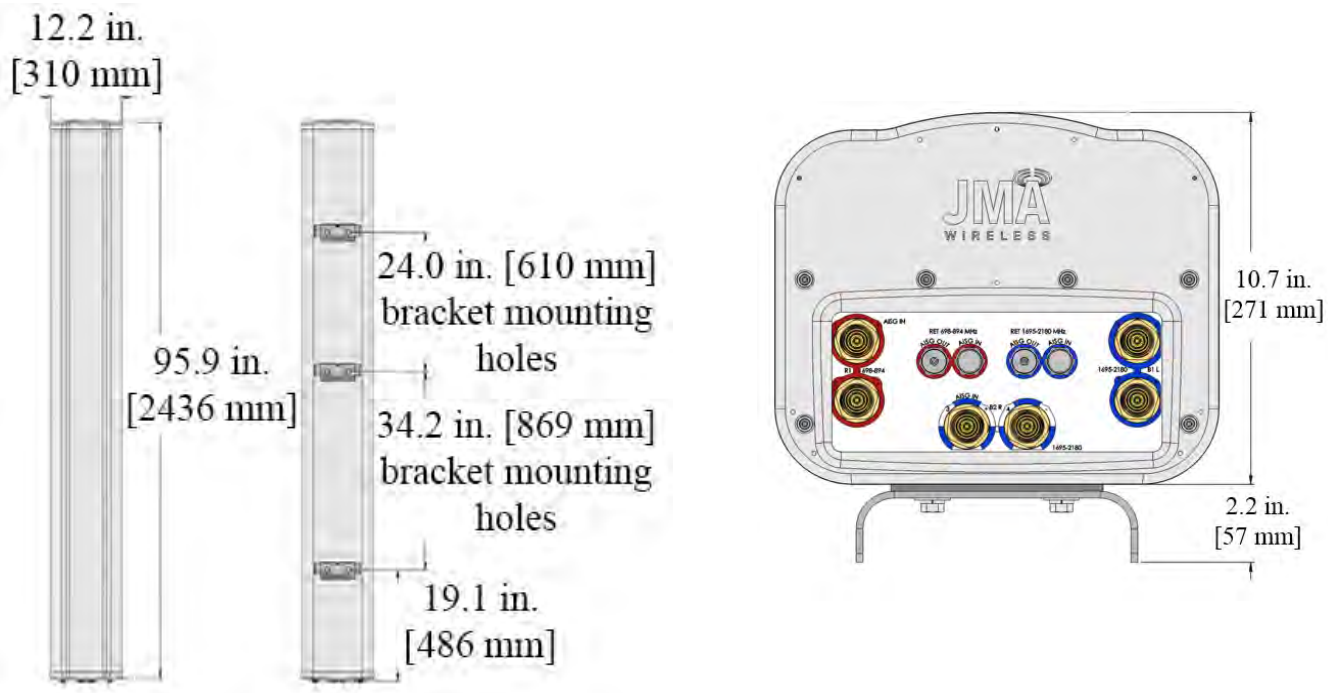
MX06FIT865-02

NWAV™ X-Pol Hex-Port Antenna

Mechanical specifications	
Dimensions height/width/depth, inches (mm)	95.9/ 12.2/ 10.7 (2436/ 310/ 273)
Shipping dimensions length/width/height, inches (mm)	106/ 20/ 15 (2692/ 508/ 381)
No. of RF input ports, connector type, and location	6 x 4.3-10 female, bottom
RF connector torque	96 lbf·in (10.85 N·m or 8 lbf·ft)
Net antenna weight, lb (kg)	71 (32.27)
Shipping weight, lb (kg)	120 (54.55)
Antenna mounting and downtilt kit included with antenna	91900318, 91900319 (middle bracket)
Net weight of the mounting and downtilt kit, lb (kg)	26 (11.82)
Range of mechanical up/down tilt	-2° to 12°
Rated wind survival speed, mph (km/h)	150 (241)
Frontal and lateral wind loading @ 150 km/h, lbf (N)	76.2 (339.0), 95.9 (426.6)
Equivalent flat plate @ 100 mph and Cd=2, sq ft	2.17
EPA frontal and lateral, ft^2, (m^2)	3.4 (0.32), 2.6 (0.24)

Front view **Back view** **Bottom view**



Ordering information	
Antenna model	**Description**
MX06FIT865-02	8F X-Pol HEX FIT 65°, 2-12° / 0-9° RET, 4.3-10 & SBT
Optional accessories	
AISG cables	M/F cables for AISG connections
PCU-1000 RET controller	Stand-alone controller for RET control and configurations

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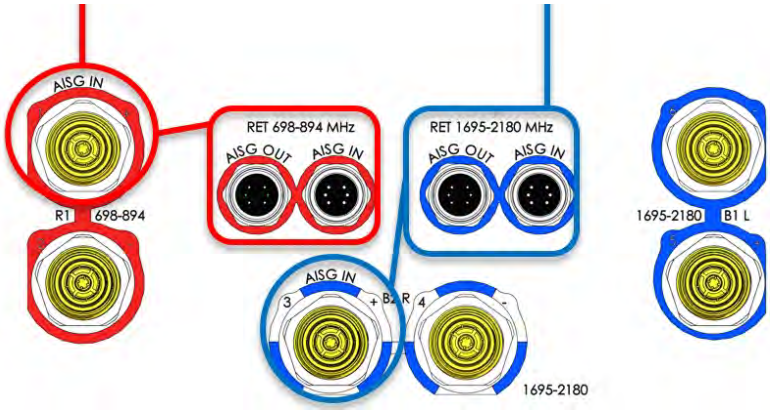
Remote electrical tilt (RET 1000) information	
RET location	Integrated into antenna
RET interface connector type	8-pin AISG connector per IEC 60130-9
RET connector torque	Min 0.5 N·m to max 1.0 N·m (hand pressure & finger tight)
RET interface connector quantity	2 pairs of AISG male/female connectors
RET interface connector location	Bottom of the antenna
Total no. of internal RETs (low bands)	1
Total no. of internal RETs (high bands)	1
RET input operating voltage, vdc	10-30
RET max power consumption, idle state, W	≤ 2.0
RET max power consumption, normal operating conditions, W	≤ 13.0
RET communication protocol	AISG 2.0 / 3GPP

RET and RF connector topology

Each RET device can be controlled either via the designated external AISG connector or RF port as shown below:

RET device	Band	RF port
R1	698-894	1-2

RET device	Band	RF port
B1/B2	1695-2180	3-6



Array topology

3 sets of radiating arrays

R1: 698-894 MHz
B1: 1695-2180 MHz
B2: 1695-2180 MHz

Band	RF port
1695-2180	3-4
698-894	1-2
1695-2180	5-6

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AIR 6419 B77

AIR 6419 B77 Q1 2023

- Advanced Antenna System (AAS)
- Total weight reduction with 20%
  - Weight: **71lbs** (vs 88lbs)
- Total volume reduction with 24%
  - HxWxD: **28.3"x16.1"x8"** (vs 30.6"x15.9"x10.6")
- 64TX/64RX with 192 AE, (3x1)x(4x8) x-pol
- Up to 320W , PSD 4W/MHz
- EIRP up to 79 dBm
- Up to 200 MHz IBW
- Max total carrier BW: 200MHz for NR
- Support number of layers: DL/UL 16/8
- Nb data ports: 3 x 25 Gbps eCPRI
- -48 VDC (3-wire or 2-wire), Fuse Min 40 A, Max 50 A
- Power consumption: TBD (~14% less)
- Operating temperature: - 40 to +55°C

3.2 Physical Characteristics

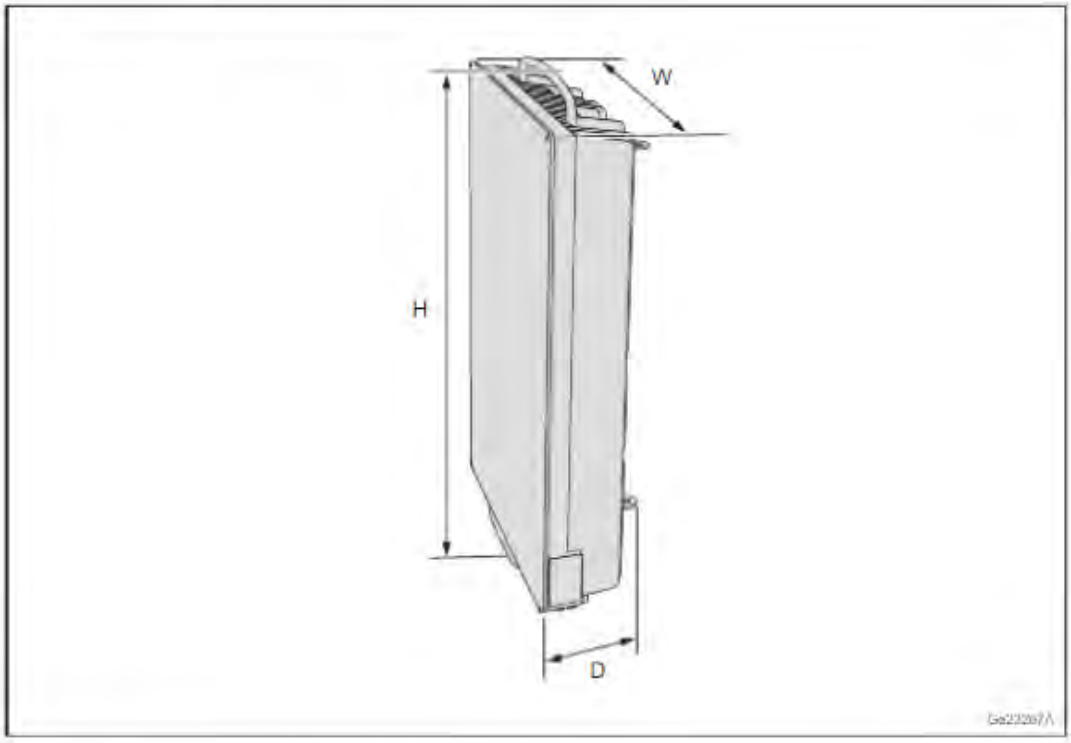


Figure 2 AIR Unit Dimensions

Table 7 AIR Unit Dimensions

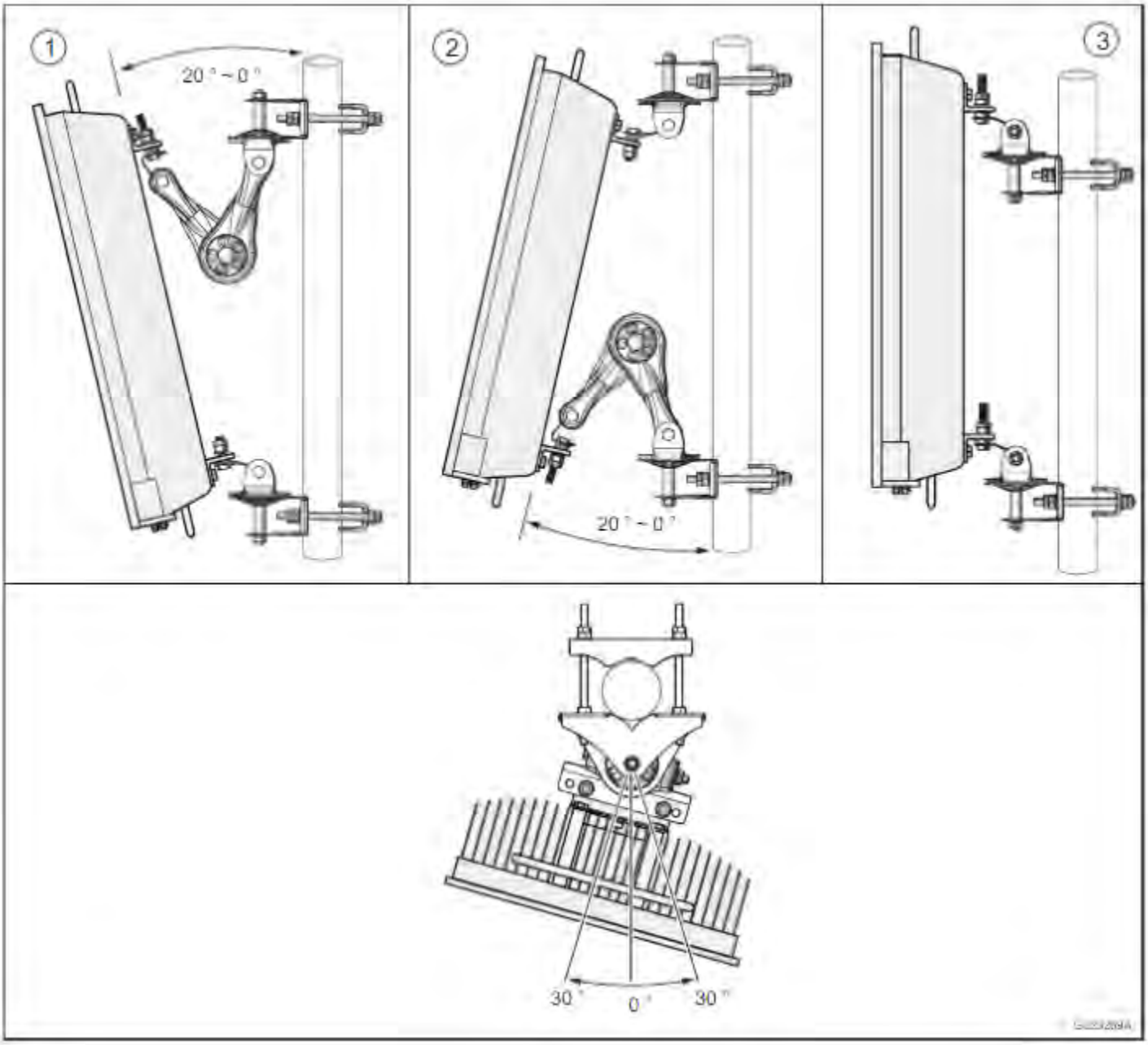
AIR Unit Type	Height (H) × Width (W) × Depth (D)
AIR 6419 B42	790 × 408 × 186 mm[1]

(1) Dimensions without protrusions: 717 × 408 × 140 mm

Table 8 AIR Unit Weight

AIR Unit Type	Unit Weight[1]	Mounting Kit Weight	
		SXK 109 2015/1	SXK 109 2016/1
AIR 6419 B42	19 kg	4.4 kg	5.2 kg

(1) The weight is given with ±5% accuracy.


1
20° ~ 0°
2
20° ~ 0°
3
30°
0°
30°

AIR Unit Parts

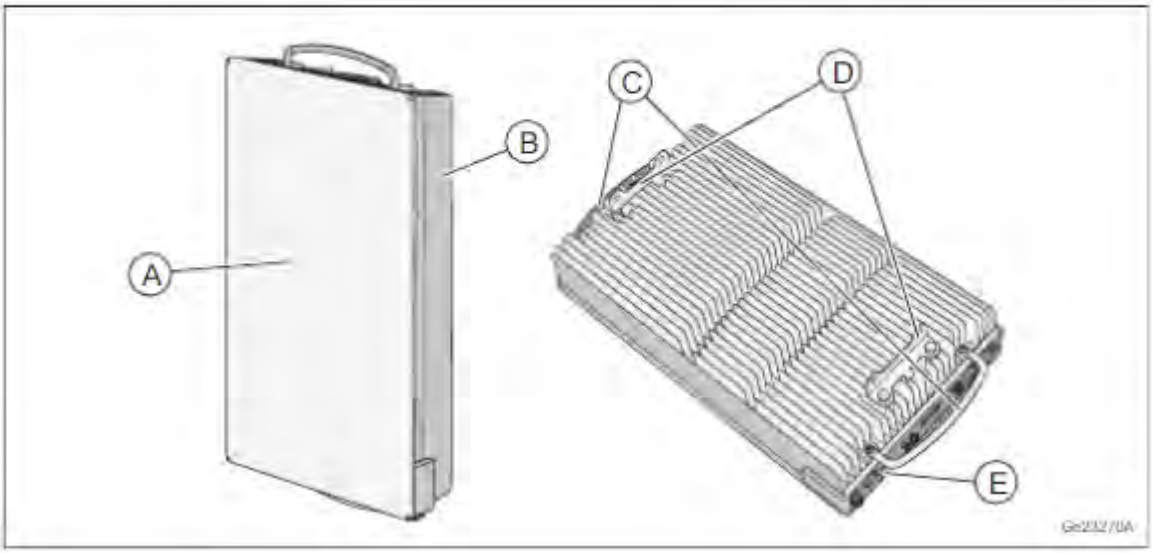
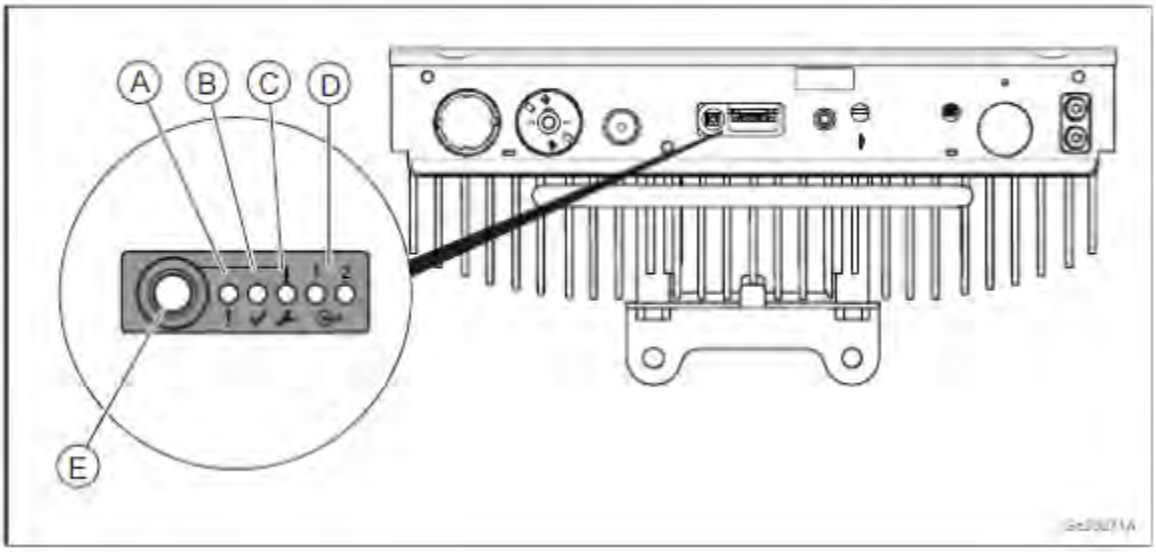


Figure 6 AIR Unit Parts

Table 16 AIR Unit Parts

Position	Component
A	Radome
B	Cooling fins
C	Handles
D	L-shape brackets
E	Connection interfaces

Note: The AIR unit has no maintenance button.



Required Installation Equipment

Table 1 Mounting Kit

Mounting Kit	Product Name	Product Number
Swivel mounting kit	Wall and Pole clamp no tilt with azimuth	SXK 109 2015/1
Tilt and swivel mounting kit	Wall and Pole clamp with tilt and azimuth	SXK 109 2016/1

For more information, see Site Installation Products Overview.

EXHIBIT L9

30REOZK

30 kW Generator

LEGENDARY KOHLER QUALITY
FOR SMALL SPACES

LEGENDARY KOHLER QUALITY
FOR SMALL SPACES

COMPACT FOOTPRINT

Our 76.5" x 32" rectangular footprint is specially designed for cell tower site applications.

QUIET PERFORMANCE

Our sound enclosure delivers a sound performance of 65 dBA— which is among the quietest available.

RELIABLE POWER

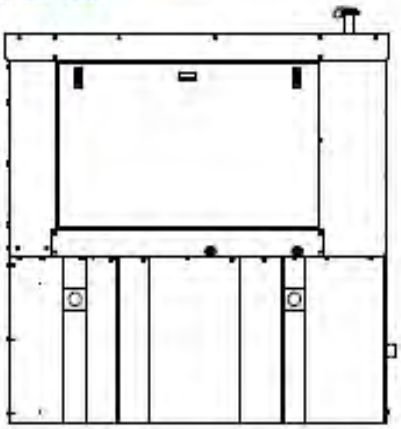
Our direct engine/alternator design eliminates the possibility of generator failure due to improper adjustment or belt breakdowns.

SINGLE-SIDE SERVICE

Maintenance is easy. All frequently serviced touch points are located on a single side and accessible by an easy-to-remove lift off door.

30REOZK

Front View



Top View

MODEL		30REOZK
FUEL TYPE		Diesel
ENGINE MAKER		Kohler KDI
OPERATING SPEED	(rpm)	1800
CONTROLLER		Kohler Decision-Maker 3000
VOLTAGE		120/240 1 Phase
TANK GALLON/48 HRS @ FULL LOAD		203
TANK*		Standard, Double Wall
OVERALL DIMENSIONS	L x W x H (in)	76.5 x 32.0 x 47.0
WEIGHT	lbs	1130
PEOPLESOFT NUMBER		21099077

*Alternative tank sizes, stand tanks and 3 phase models available.

KOHLER.
IN POWER. SINCE 1920.

KOHLERPOWER.COM

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Site Number: FL28542-S
Site Name: WM 1224 Creighton Rd
Proposed Monopole

2650 Creighton Rd
Pensacola, FL 32504
(Escambia County)

WM 1224 Creighton Rd
Legend
Propose Tower
1 Viewpoint 1
2 Viewpoint 2
3 Viewpoint 3
4 Viewpoint 4
Google Earth
1000 ft
N

Location 1 - Existing View

Photo facing North toward the proposed tower location from the Walmart parking lot

Location 1 - Proposed View

Photo facing North toward the proposed tower location from the Walmart parking lot

Location 2 - Existing View

Photo facing West toward the proposed tower locations from the N 9th Ave

Location 2 - Proposed View

Photo facing West toward the proposed tower locations from the N 9th Ave

Location 3 - Existing View

Photo facing South toward the proposed tower locations from Tamara Dr

Location 3 - Proposed View

Photo facing South toward the proposed tower locations from Tamara Dr

Location 4 - Existing View

Photo facing East toward the proposed tower locations from Tippin Ave

Location 4 - Proposed View

Photo facing East toward the proposed tower locations from Tippin Ave

ail Proce ing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-ASO-46403-OE

Issued Date: 06/12/2023

Clinton Papenfuss
SBA Towers
8051 Congress Avenue
Boca Raton, FL 33487-1310

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower FL28542-S
Location:	Pensacola, FL
Latitude:	30-29-51.52N NAD 83
Longitude:	87-11-28.29W
Heights:	103 feet site elevation (SE)
	107 feet above ground level (AGL)
	210 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 12/12/2024 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

months of the date of this determinatio . In such case, t e determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: R QUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6337, or nick.goodly@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-46403-OE.

Signature Control No: 565701725-589965613 (DNE)
Nick Goodly
Technician

Attachment(s)
Additional Information
Case Description
Frequency Data
Map(s)

cc: FCC

EXHIBIT N2

For 2496-2690 MHz: No Objection with provision that upon receipt of notification from the Federal Aviation Administration (FAA) or Federal Communications Commission (FCC) that harmful interference is being caused by the licensee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take immediate corrective action as is necessary to eliminate the harmful interference. All other frequencies, No Objection with provision that upon receipt of notification from the Federal Aviation Administration (FAA) or Federal Communications Commission (FCC) that harmful interference is being caused by the licensee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take immediate corrective action as is necessary to eliminate the harmful interference.

roposed new construction. If lighting is required, request red lights on top only.

LOW REQUENCY	HIGH REQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

EXHIBIT N5

plants
368
420
(310)
UC
42
14
475
508
(490)
stacks
Pace
367
595
(495)
Bagdad
412
360
power
plant
447
308
366
CHOCTAWINO
122.6
255.4
CT - 121.4
438
442
318
324
PENSACOLA RCO
102
523
GAINESVILLE
480
457
42
267
459
SFC
GARCON FLD (Pvt)
16 - 33
547
(452)
415
PENSACOLA INTL (PNS)
CT - 119.9
ATIS 121.25
121.L 70 122.95
ROSCOE
FLD (82J)
32 L 32
122.8
PENSACOLA
122.1R
VOR
SAUFLEY
112.25 NUN
Oriole
GULF

EXHIBIT N6

ail Proce ing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2023-ASO-20988-OE

Issued Date: 09/25/2023

Clinton Papenfuss
SBA Towers
8051 Congress Avenue
Boca Raton, FL 33487-1310

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Mobile Crane FL28542-S Crane
Location:	Pensacola, FL
Latitude:	30-29-51.51N NAD 83
Longitude:	87-11-28.30W
Heights:	103 feet site elevation (SE)
	122 feet above ground level (AGL)
	225 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does exceed obstruction standards but would not be a hazard to air navigation provided the condition(s), if any, in this letter is (are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

SEE ATTACHMENT FOR ADDITIONAL CONDITION(S) OR INFORMATION

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

EXHIBIT O1

is determination concerns the effect of this temporary structure on the safe an efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Air Missions (NOTAM).

If you have any questions, please contact our office at (404) 305-6462, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASO-20988-OE

Signature Control No: 590972988-600088569 (TMP)
Michael Blaich
Specialist

Proposal: To construct and/or operate a(n) Mobile Crane to a height of 122 feet above ground level, 225 feet above mean sea level.

Location: The structure will be located 1.47 nautical miles north of PNS Airport reference point.

Part 77 Obstruction Standard(s) Exceeded and Aeronautical Impacts, if any:

Based on this aeronautical study, the structure would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified in this determination are strictly met.

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, flags/red lights-Chapters 3(Marked),4,5(Red),14(Temporary),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Air Missions (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that the manager of PENSACOLA INTL, (850) 436-5000 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

It is required that the manager of Pensacola Int'l ATCT at 850-266-6933 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally, please provide contact information for the onsite operator in the event that Air Traffic Control requires the temporary structure to be lowered immediately.

This determination expires on 03/25/2025 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

NS = Pensacola International Airport
AGL = Above Ground Level
AMSL = Above Mean Sea Level
NM = Nautical Miles
ARP = Airport Reference Point
RWY = Runway
IFR = Instrument Flight Rule

To use a Temporary Mobile Crane to a height of 122 feet AGL, 225 feet AMSL, would be located approximately from 1.47 NM north of the PNS ARP, Pensacola, FL. The proposed temporary crane (used to build antenna tower) has been identified as an obstruction under the standards of Title 14, Code of Federal Regulations (CFR), Part 77 as follows:

Section 77.17 (a) (5): The surface of a takeoff and landing area of an airport or any imaginary surface established under 77.19, 77.21, or 77.23. However, no part of the takeoff or landing area itself will be considered an obstruction.

Section 77.19 (d) PNS: Approach Surface. A surface horizontally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is applied to each end of each runway based upon the type of approach available or planned for that runway end. The proposal would exceed RWY 17 Approach Surface by 3 feet.

The temporary crane does not constitute substantial adverse effect because the equipment would be temporary and would not be a hazard to air navigation provided the conditions are strictly met.

No IFR Effect (no approach or departure minimums would be raised).

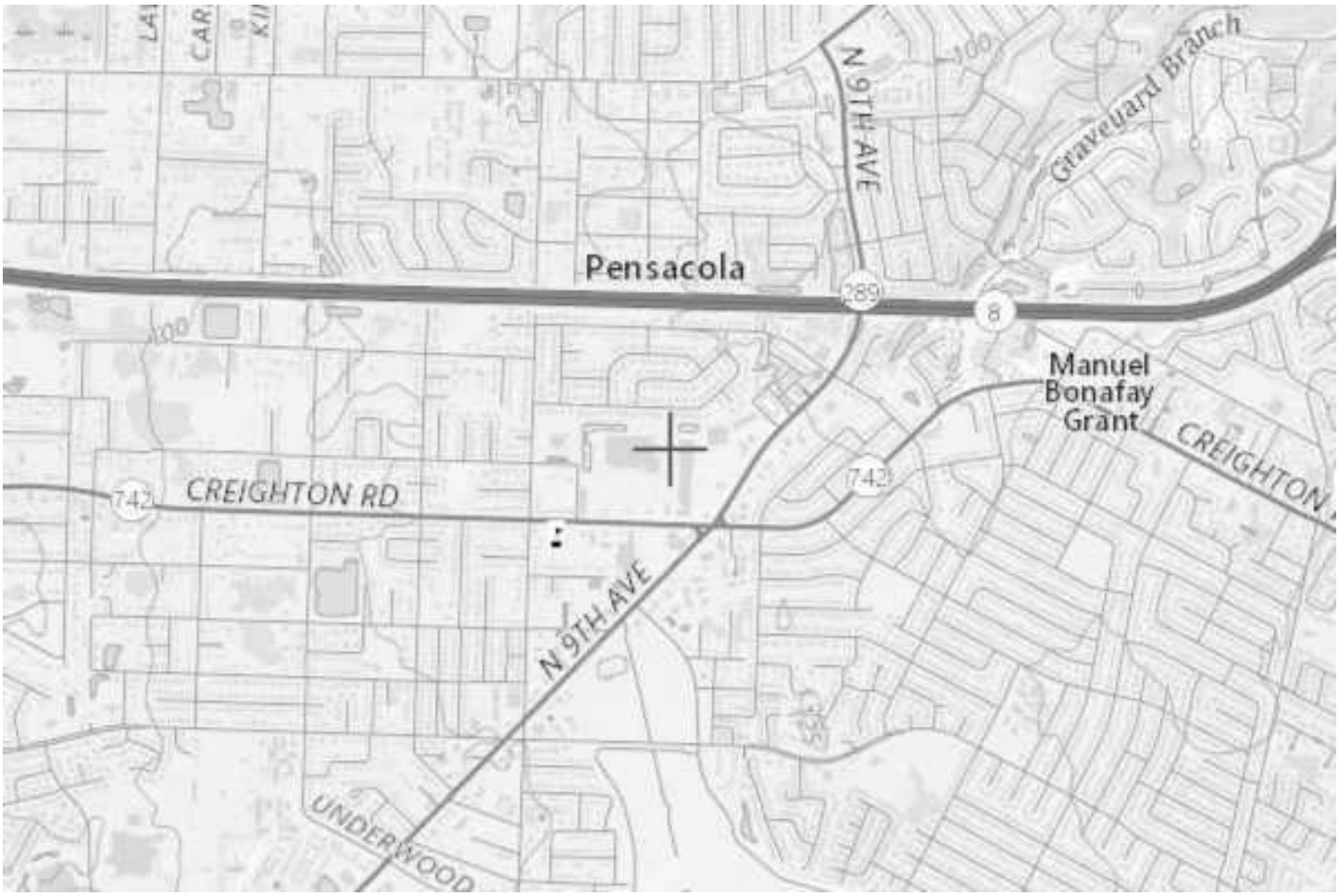

N 9TH AVE
Graveyard Branch
Pensacola
289
8
Manuel
Bonafay
Grant
CREIGHTON
742
CREIGHTON RD
742
N 9TH AVE
UNDERWOOD

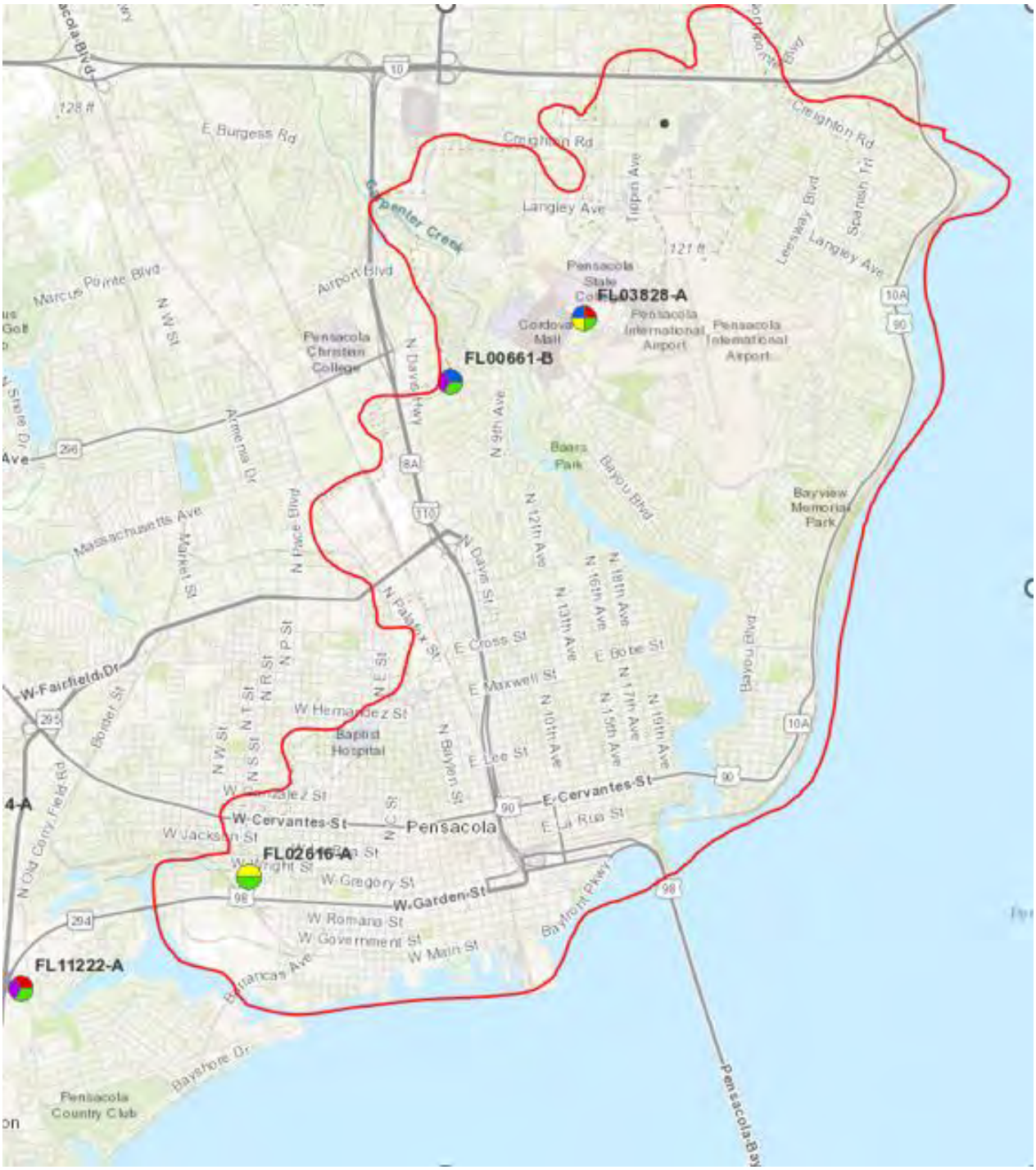
EXHIBIT O5

plants
420
(310)
UC
368
42
14
475
508
(490)
stacks
Pace
367
595
(495)
Bagdad
412
360
power
plant
447
308
366
CHOCTAWINO
122.6
CT - 121.4
438
442
318
324
PENSACOLA RCO
102
523
GAINESVILLE
480
457
42
267
459
SFC
GARCON FLD (Pvt)
16 - 33
547
(452)
415
PENSACOLA INTL (PNS)
CT - 119.9
ATIS 121.25
121.L 70 122.95
ROSCOE
FLD (82J)
32 L 32
122.8
PENSACOLA
122.1R
VOR
SAUFLEY
112.25 NUN
Oriole

EXHIBIT O6

Map / Inventory of SBA existing towers

1) <u>within the jurisdiction of the city of Pensacola and</u>
2) <u>within one mile of the border thereof</u>



- The following info include:
  1- location,
  2- height and
  3- design (including the number of antenna arrays the tower is designed to support),
  4- the number currently carriers on each tower.

Within the jurisdiction

FL00661-B (East Pensacola)

Site ID Section

Site ID:	FL00661-B	**Site Name:**	East Pensacola	Site Photo:
Project Name:	BellSouth FL	**Site State*:**	[FL] Florida	
User Project #:	99999	**Site Type:**	(B) - Built to Suit (BTS)	
Transaction Name:	-----	**Internal ID:**	5716	
Company*:	SBA Sites, LLC			
TripleNet:	-----	**Joint Venture:**	-----	
Do Not Market:		**DNM Reason:**		
Is Relo:	No	**Original SiteID:**		
Marketing Slick		Competitor Map		

Main Section

Site Summary

Site ID:	FL00661-B	**Site Name:**	East Pensacola
Status:	Owned / Active	**Company:**	SBA Sites, LLC
Project:	BellSouth FL	**User Project #**	99999

Main Structure Section

Internal ID:	709		
Latitude:	30° 28' 8.6500" [30.469069]	**Tower Type:**	Monopole
Longitude:	-87° 13' 12.2000" [-87.220056]	**Tower Height (AGL) [ft]:**	151 [46 m]
Survey Date:	3/9/1997	**Structure Height w/ Appur [ft]:**	159 [48 m]
Coordinate Source:	2C Survey	**Ground Elevation (GE) [ft]:**	86 [26 m]
Lighting Type:	Medium Dual	**Total AMSL [ft]:**	245
Date Built:	7/6/1998	**Date Removed:**	
Verification:	-----		

Site Summary

Site ID:	FL00661-B	**Site Name:**	East Pensacola
Status:	Owned / Active	**Company:**	SBA Sites, LLC
Project:	BellSouth FL	**User Project #**	99999

Main Property Section

Internal ID:	709		
Property Status:	Perpetual Easement	**Address:**	548-1 Royce Street
Property Size(Leased Area):	Approx 2,116 sq ft	**City:**	Pensacola
Access Hours:	24 / 7	**State:**	FL
Land Purchase Price:		**Zip Code:**	32503-2442
Actual Land Purchase Date:		**County:**	Escambia
Property Tax ID:		**Land Purchase Status:**	Signed Easement
911 Verified:		**Underlying Property Type:**	-----
Additional Insured:	-----	**Waiver Of Subrogation:**	-----

>> 2 active tenants on tower

FL03828-A (Cordova)

Site ID Section

Site ID:	FL03828-A	**Site Name:**	Cordova	Site Photo:
Project Name:	-----	**Site State*:**	[FL] Florida	
User Project #:		**Site Type:**	(A) - Acquired	
Transaction Name:	GeoNet Properties Inc.	**Internal ID:**	10241	
Company*:	SBA Properties, LLC			
TripleNet:	-----	**Joint Venture:**	-----	
Do Not Market:		**DNM Reason:**		
Is Relo:	No	**Original SiteID:**		
Marketing Slick		Competitor Map		

Main Section

FL03828-A (Cordova) > Candidate 1* > Property 1 > Structure 1

Site Summary

Site ID:	FL03828-A	**Site Name:**	Cordova
Status:	Owned / Active	**Company:**	SBA Properties, LLC
Transaction:	GeoNet Properties Inc.		

Main Structure Section

Internal ID:	4262		
Latitude:	30° 28' 33.8000" [30.476056]	**Tower Type:**	Monopole
Longitude:	-87° 12' 10.5900" [-87.202942]	**Tower Height (AGL) [ft]:**	152 [46 m]
Survey Date:	6/8/2000	**Structure Height w/ Appur [ft]:**	156 [48 m]
Coordinate Source:	2C Survey	**Ground Elevation (GE) [ft]:**	86 [26 m]
Lighting Type:	Medium Dual	**Total AMSL [ft]:**	242
Date Built:	9/10/1999	**Date Removed:**	
Verification:	THV		

Site Summary

Site ID:	FL03828-A	**Site Name:**	Cordova
Status:	Owned / Active	**Company:**	SBA Properties, LLC
Transaction:	GeoNet Properties Inc.		

Main Property Section

Internal ID:	4049		
Property Status:	Owned	**Address:**	2109 Airport Blvd.
Property Size(Leased Area):		**City:**	Pensacola
Access Hours:	24 / 7	**State:**	FL
Land Purchase Price:		**Zip Code:**	32504-8917
Actual Land Purchase Date:		**County:**	Escambia
Property Tax ID:		**Land Purchase Status:**	-----
911 Verified:		**Underlying Property Type:**	-----
Additional Insured:	-----	**Waiver Of Subrogation:**	-----

>> 4 active tenants on tower

FL02616-A (Bayou Chico)

Site ID Section

Site ID:	FL02616-A	**Site Name:**	Bayou Chico	Site Photo:
Project Name:	-----	**Site State*:**	[FL] Florida	
User Project #:		**Site Type:**	(A) - Acquired	
Transaction Name:	Southern Linc	**Internal ID:**	9018	
Company*:	SBA Towers, LLC			
TripleNet:	-----	**Joint Venture:**	-----	
Do Not Market:		**DNM Reason:**		
Is Relo:	No	**Original SiteID:**		
Marketing Slick		Competitor Map		

Main Section

Site Summary

Site ID:	FL02616-A	**Site Name:**	Bayou Chico
Status:	Owned / Active	**Company:**	SBA Towers, LLC
Transaction:	Southern Linc		

Main Structure Section

Internal ID:	2965		
Latitude:	30° 24' 52.2100" [30.414503]	**Tower Type:**	Self Support
Longitude:	-87° 14' 44.8800" [-87.245800]	**Tower Height (AGL) [ft]:**	225 [69 m]
Survey Date:	12/16/1999	**Structure Height w/ Appur [ft]:**	239 [73 m]
Coordinate Source:	2C Survey	**Ground Elevation (GE) [ft]:**	10 [3 m]
Lighting Type:	Medium Dual	**Total AMSL [ft]:**	249
Date Built:		**Date Removed:**	
Verification:	-----		

Site Summary

Site ID:	FL02616-A	**Site Name:**	Bayou Chico
Status:	Owned / Active	**Company:**	SBA Towers, LLC
Transaction:	Southern Linc		

Main Property Section

Internal ID:	2824		
Property Status:	Ground Lease	**Address:**	106 North S Street
Property Size(Leased Area):	90 x 90	**City:**	Pensacola
Access Hours:	24 / 7	**State:**	FL
Land Purchase Price:		**Zip Code:**	32505-7929
Actual Land Purchase Date:		**County:**	Escambia
Property Tax ID:	00-0S-00-9090-004-143	**Land Purchase Status:**	-----
911 Verified:	10/18/2021	**Underlying Property Type:**	-----
Additional Insured:	-----	**Waiver Of Subrogation:**	-----

>> 3 active tenants on tower

Within one mile of the border thereof

FL11222-A (Navy 2 FL)

Site ID Section

Site ID:	FL11222-A	**Site Name:**	Navy 2 FL	Site Photo:
Project Name:	-----	**Site State*:**	[FL] Florida	
User Project #:		**Site Type:**	(A) - Acquired	
Transaction Name:	TowerCo, LLC	**Internal ID:**	30845	
Company*:	SBA Towers II LLC			
TripleNet:	-----	**Joint Venture:**	-----	
Do Not Market:		**DNM Reason:**		
Is Relo:	No	**Original SiteID:**		
Marketing Slick		Competitor Map		

Main Section

Site Summary

Site ID:	FL11222-A	**Site Name:**	Navy 2 FL
Status:	Owned / Active	**Company:**	SBA Towers II LLC
Transaction:	TowerCo, LLC		

Main Structure Section

Internal ID:	23051		
Latitude:	30° 24' 7.8940" [30.402193]	**Tower Type:**	Monopole
Longitude:	-87° 16' 29.8330" [-87.274954]	**Tower Height (AGL) [ft]:**	119 [36 m]
Survey Date:	3/5/2014	**Structure Height w/ Appur [ft]:**	127 [39 m]
Coordinate Source:	2C Survey	**Ground Elevation (GE) [ft]:**	30 [9 m]
Lighting Type:	No Lights Required	**Total AMSL [ft]:**	157
Date Built:	11/21/2006	**Date Removed:**	
Verification:	THV		

Site Summary

Site ID:	FL11222-A	**Site Name:**	Navy 2 FL
Status:	Owned / Active	**Company:**	SBA Towers II LLC
Transaction:	TowerCo, LLC		

Main Property Section

Internal ID:	23180		
Property Status:	Perpetual Easement	**Address:**	511S. OLD CORRY FIELD RD
Property Size(Leased Area):		**City:**	Pensacola
Access Hours:	-----	**State:**	FL
Land Purchase Price:		**Zip Code:**	32507
Actual Land Purchase Date:		**County:**	Escambia
Property Tax ID:		**Land Purchase Status:**	Signed Easement
911 Verified:		**Underlying Property Type:**	-----
Additional Insured:	-----	**Waiver Of Subrogation:**	-----

>> 2 active tenants on tower

Tower Structures Lease Agreement

This Tower Structures Lease Agreement, hereinafter referred to as "Lease", is made the last day executed below ("Effective Date") by and between Wal-Mart Stores East, LP, a Delaware limited partnership, having an address of 2608 SE J Street, Bentonville, Arkansas 72716, hereinafter referred to as "Walmart", and SBA Towers X, LLC, a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "SBA."

1. Leased Space and Premises. Walmart shall lease, and hereby leases, to SBA approximately 2,400 (60' x 40') square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 2650 Creighton Road, Pensacola, Florida 32504, Property Parcel ID: 101S292301000010 with the legal description set forth in Exhibit B attached hereto ("Premises"). Walmart also hereby grants to SBA the right to survey the Leased Space at SBA's cost. The Leased Space legal and access and utility easements set forth in the survey will replace Exhibit A after review and approval by Walmart, in Walmart's sole and absolute discretion. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower or pole, antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 10 of this Lease and for any other purpose with Walmart's prior written consent, in Walmart's sole and absolute discretion. The location of the Leased Space shall be depicted in the drawings, plans, or specifications (the "Plans") which shall be submitted by SBA to Walmart prior to commencement of initial construction or installation at the Premises. Such Plans shall include drawings and other depictions which set forth in detail where the Structures (other than those of SBA's Sublessees (defined below)) will be located on the Leased Space, including, but not limited to, the location of the Structures to be installed or deployed, descriptions of the Structures to be installed or deployed, the total square footage to be included in the Leased Space, the access point or points to the Leased Space, and proposed penetrations to any part of the Leased Space. Walmart shall have thirty (30) days after receipt of the Plans to review and approve such or to request specific revisions based upon Walmart's concerns. In the event Walmart requests revisions to the Plans, the Parties agree to work together in good faith to mutually revise the Plans in a commercially reasonable timeframe, and Walmart shall have an additional thirty (30) days after receipt of the revised Plans to review and approve such. If Walmart fails to respond within such thirty (30) days and fails to notify SBA that it needs additional time to review and approve the Plans, then SBA may request that Walmart promptly review the Plans. Following notification by Walmart that the Plans have been approved, SBA may proceed with initial construction or installation of the Structures, as depicted on the final, approved Plans. No work on the initial installation or construction of the Structures may commence at the Premises unless approved by Walmart. If Walmart does not respond to the Plans or any revisions thereto within sixty (60) days after its first receipt of the Plans, the Plans shall be deemed rejected.

2. Term. The initial term of this Lease will be ten (10) years (the "Initial Term") from the "Commencement Date" specified below, and shall automatically renew for up to two (2) additional terms of five (5) years each (each a "Renewal Term", and collectively with the Initial Term are referred to hereinafter as the "Term") unless SBA notifies Walmart of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. Rent. The rent for the Initial Term of this Lease shall be a percentage, as set forth in the rent table ("Rent Table") below, of Rental Revenue (as defined in the Wireless Monetization and Right to Lease Agreement) received from the use of the Structures of Leased Space by Sublessees, including any incidental rental charges such as equipment modification charges ("Rent"). Such Rent shall begin with the first (1st) Sublessee using the Structures or the Leased Space, including but not limited to Commercial Mobile Service providers such as AT&T, Verizon, T-Mobile and Sprint ("Sublessees").

Rent Table:

Tenant #	Rental Revenue Share Amount/Rent	Bonus Payment*
1	[redacted]	[redacted]
2		
3 and subsequent		

*Each of the bonus payments for the second and third Sublessees set forth in the above Rent Table is payable to Walmart upon

the first payment received by SBA from the applicable Sublessee. These percentages shall be adjusted in case one of the Sublessees uninstalls from the Structures. For example, if the first Sublessee uninstalls, the second Sublessee shall become and be considered the first Sublessee for purposes of calculating the payment due to Walmart.

SBA will pay Rent to Walmart at the place as Walmart designates to SBA in writing. All Rent contained herein shall be payable one month in arrears. SBA shall provide Walmart with a summary report listing the Sublessees utilizing the Structures or the Leased Space and the Sublessees' monthly rent, with Walmart's monthly Rent transmission. SBA is entitled to withhold payment of Rent until such time as SBA receives a completed W-9 form from Walmart, setting forth the Federal tax identification number of Walmart or the person or entity to whom the Rent checks are to be made payable as directed in writing by Walmart. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow SBA to comply with applicable legal requirements. Rent not received by Walmart within sixty (60) days following the due date, absent a good faith dispute between the parties, shall be subject to a late penalty[redacted]. If SBA is unable to collect payment from a Sublessee, SBA shall only be liable to remit Rent to Walmart for such Sublessee (i) if the Sublessee fails to remit payment to SBA and the reason the Sublessee failed to remit payment to SBA is that SBA is in breach of its agreement with Sublessee for reasons of negligence or willful misconduct or (ii) if Lessee fails, absent a commercially reasonable basis, to diligently pursue its rights and remedies for non-payment by the Licensee.

4. Ingress and Egress.

4.1 Access and Utility Easements. Walmart hereby grants to SBA easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, fiber and power lines, in connection with its use of the Leased Space, the location and configuration of which is shown on Exhibit A attached hereto and shall be shown on the survey that replaces Exhibit A pursuant to Section 1 above. The term of these Easements will commence upon the Commencement Date and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by SBA of all of the Structures, and any other property from the Leased Space after expiration of the Initial Term or Renewal Term. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at SBA's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Walmart and SBA agree to execute and which SBA will have recorded as an encumbrance on the property of Walmart. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

4.2 Relocation of Easements. SBA agrees that Walmart may, at Walmart's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) SBA receives no less than forty-five (45) days prior written notice thereof; (b) SBA's access and beneficial use and enjoyment of the Leased Space are not interrupted, obstructed or materially affected; and (c) the utility services to the Leased Space are not interrupted.

4.3 Temporary Construction Easement. In the event that SBA from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by SBA for work at the Leased Space, Walmart will grant to SBA a temporary construction easement over such portion of the Premises as is reasonably necessary for such work, in the form of the Temporary Construction Easement attached hereto as Exhibit C.

5. Title and Quiet Possession. Walmart represents and covenants that Walmart owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions that would materially impact Walmart's ability to perform its obligations hereunder.

Walmart represents and warrants to SBA that Walmart has the full right, power and authority to enter into this Lease and that SBA will have quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

6. Subordination, Non-disturbance and Attornment. SBA agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all

present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing, in a form reasonably acceptable to SBA, that SBA's possession of the Leased Space will not be disturbed so long as SBA will continue to perform its duties and obligations under this Lease and SBA's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. SBA agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, SBA's possession of the Leased Space will not be disturbed so long as SBA will continue to perform its duties and obligations under this Lease.

SBA may from time to time grant to certain lenders selected by SBA and its affiliates (the "Lenders") a lien on and security interest in SBA's interest in this Lease and all assets and personal property of SBA located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Walmart hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Walmart may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Walmart's assets. Should Lender exercise any rights of SBA under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Walmart agrees to accept such exercise of rights by Lenders as if same had been exercised by SBA, and Walmart, by signing below, confirms its agreement with this provision. If there shall be any default by SBA under this Lease, Walmart shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to SBA under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without prior written notice from Walmart to Lenders, sent to the address provided to Walmart by SBA or Lenders prior to any such event requiring notice. If this Lease is terminated as a result of a SBA default or is rejected in any bankruptcy proceeding, Walmart will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Walmart gives SBA any notice of default under the terms of this Lease, Walmart shall simultaneously give a copy of such notice to Lenders at an address to be supplied by SBA. SBA shall have the right to record a memorandum of the terms of this paragraph.

7. Governmental Approvals and Compliance. During the Term, SBA will make diligent and persistent efforts to comply with all applicable laws affecting SBA's use or occupancy of the Leased Space. SBA will not commit, or suffer to be committed, any waste on the Leased Space. The initial construction and installation of the Structures shall fully comply with the final Plans approved by Walmart. During the Term, Walmart agrees to reasonably cooperate with SBA in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. SBA will obtain any necessary governmental licenses or authorizations required for the construction and use of SBA's intended Structures on the Leased Space and will furnish copies of same to Walmart as same are issued. If and to the extent SBA is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Walmart hereby grants SBA an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

8. Assignment and Subleasing. SBA may sublet all or part of the Leased Space without Walmart's prior written consent. However, SBA may not assign or transfer this Lease in whole or in part without Walmart's prior written consent except as permitted hereunder. Upon such assignment, SBA shall be relieved of all liabilities and obligations under this Lease. SBA may assign its rights under this Lease to an Affiliate as that term is defined in the Wireless Monetization and Right to Lease Agreement (as defined below) between the parties and to its lenders in connection with financing. Walmart may assign this Lease, in whole or in part, without the consent of SBA; provided, however, in the event such assignment is to a competitor of SBA ("Competitor"), SBA shall have a right of first refusal ("ROFR"). Walmart shall notify SBA of its intent to assign the Lease, in whole or in part, to a Competitor of SBA and SBA shall have fifteen (15) days to respond to such notice, stating its intent to exercise its ROFR. If SBA fails to respond, SBA shall be deemed to have waived its ROFR. In the event SBA elects

to exercise its ROFR, SBA shall consummate the transaction upon the same terms and conditions as proposed by the third-party offeror. The term "Competitor" as used herein means any person or entity directly or indirectly engaged in (i) owning, acquiring, operating, managing, investing in, or leasing infrastructure or real property interests involving the use of land or structures for wireless services or any purposes incidental thereto; (ii) purchasing the rental stream from agreements with wireless service providers; or (iii) providing wireless services for commercial purposes. SBA shall not circumvent the intent of this Section by assigning or transferring this Lease to a competitor of Walmart as an "Affiliate" of SBA without Walmart's consent.

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If To Walmart: Walmart Realty Operations
Attn. Business Analysis And Insights
2608 SE J Street
Bentonville, AR 72716

With a copy to: Walmart U.S. Legal
Attn. Realty Center of Expertise
2608 SE J Street
Bentonville, AR 72716-5560

Rent Payable to: Walmart Inc. Via Direct Deposit

To SBA: SBA Towers X, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE: WM 1224 Creighton Road/FL28542-S
Attn: Site Administration
Phone # [redacted]

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to SBA under the terms of this Lease, Walmart shall deliver a copy of such notice to Lenders at an address to be provided by SBA.

10. SBA Improvements.

10.1 Permitted Improvements. All improvements on the Leased Space including any improvements necessary for the initial construction and operation of the Structures (other than those of SBA's Sublessees) shall be in accordance with the final approved Plans. SBA will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All SBA's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of SBA. The Structures may be used for the transmission, reception and relay of communication signals and/or data, including, without limitation, radio frequency signals, subject to paragraph 10.3 below.

10.2 Removal of Improvements. Upon termination of this Lease, within ninety (90) days following such termination, SBA shall restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages, including removal of the foundation, footings, or any other improvements below the surface to three (3) feet

below grade. SBA shall properly cut, cap, and secure all cable, wiring, sleeving, or conduit and shall restore any sod, trees, or other vegetation that were removed from the Leased Space by SBA. In the event SBA does not remove the Structures or other improvements in accordance with this paragraph, Walmart shall have the right to remove and dispose of such improvements without further notice to SBA and shall be entitled to seek reimbursement and any other legal or equitable remedies against SBA. Walmart shall have no obligation to store any equipment or improvements of SBA.

10.3 Interference Created by Improvements. SBA agrees that it shall install and shall require that its Sublessees install only equipment of the type and frequency that will not cause interference to any systems utilized by Walmart at the Premises or the wireless equipment of Walmart, its employees, guests and other invitees, or other existing tenants of Walmart at the Premises. If SBA or a Sublessee installs any such equipment at the Premises that causes a material disruption, interference, or interruption in violation of this Section, SBA or its Sublessee shall take all commercially reasonable steps necessary to correct and eliminate the interference. If SBA or its Sublessee is not able to remedy such non-critical (in relation to "Critical Interference" which is defined below) disruption, interference, or restriction within a commercially reasonable time, not to exceed seventy two (72) hours after Walmart provides written notice(which may be by email) to SBA, of such disruption, interference, or interruption, despite diligent efforts by SBA and its Sublessee to remedy the interference and the reasonable cooperation of Walmart, then SBA or Sublessee shall power down the interfering equipment until such time as the corrective action has been implemented and the disruption, interference, or restriction has been eliminated, provided that SBA or Sublessee may power up such equipment for intermittent testing. Notwithstanding the foregoing, if equipment or devices installed or utilized by SBA or a Sublessee cause Critical Inference, Walmart shall have the right to require that SBA and its Sublessee immediately power down the equipment or devices until such time as the corrective action has been implemented and the interruption has been corrected. For purposes of this Section, "Critical Interference" shall mean interference which causes a material disruption to the operation of Walmart's business at the Premises, including, but not limited to, interruption to Walmart's point of sale machines or security system.

10.4 SBA shall ensure that each agreement with a Sublessee requires the Sublessee to comply with all terms and conditions applicable to such Sublessee as set forth in this Lease. Lessee shall not voluntarily terminate or modify any agreement with a Sublessee which affects any financial term of the agreement in a negative manner (i.e. a decrease in rent or the term), without the consent or approval of Lessor. Lessee may make any other modifications to an agreement with a Sublessee, which may include positive financial modifications (i.e. an increase in rent or the term), without the consent or approval of Lessor, provided that such does not violate the terms or requirements of this Agreement.

11. Insurance.

11.1 Walmart Required Insurance. Walmart, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Premises, having limits not less than One Million Dollars ($1,000,000) Walmart shall be entitled to fulfill any insurance requirements by self-insurance.

11.2 SBA Required Insurance. SBA, at all times during the Term of this Agreement and at its own cost, shall secure and maintain in force the following insurance coverage, from insurers having a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, authorized to do business in the states where the applicable Premises is located:

i. Commercial general liability insurance written on an occurrence bases to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, contractual coverage, broad form property damage, independent contractor's coverage limits of liability with Limits of liability not less than $10,000,000 general aggregate, $5,000,000 products/completed operations aggregate, $5,000,000 each occurrence in respect of bodily injury, death, and damage to property;

ii. Business automobile liability insurance covering all owned, hired and non-owned private passenger autos and commercial vehicles with limits of liability not less than $5,000,000 each occurrence, $10,000,000 aggregate; and

iii. Workers' Compensation insurance in amounts required by applicable law and Employer's Liability insurance with a limit of liability not less than $5,000,000.00) per occurrence and $10,000,000.00 aggregate.

SBA shall name Walmart and its affiliates and subsidiaries as additional insureds on the policy or policies providing the above listed coverages. Upon request by Walmart, SBA shall deliver to Walmart industry standard certificate or certificates of insurance, evidencing the existence of such insurance coverage and naming Walmart and its affiliates and subsidiaries as additional insureds.

SBA shall provide thirty (30) days prior written notice to the Walmart of any cancellation of such policy. Any insurance required to be provided by SBA may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by SBA provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance. The insurance coverage amounts required of SBA in this Section 11.2 may be satisfied by a combination of primary and umbrella insurance.

12. Operating Expenses. SBA will pay for the installation of and the service fees related thereto for all water, gas, heat, light, power, telephone service, and other public utility services furnished to the Leased Space and used by SBA throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by SBA and all activities conducted thereon by SBA. Where feasible, SBA shall arrange with appropriate utility companies to install separate metering and direct billing to SBA of utility fees.

13. Taxes. SBA will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Walmart will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, SBA will pay any increase in real property taxes levied against the Leased Space which is directly attributable to SBA's use of the Leased Space, including SBA's improvements thereon, if the Walmart furnishes proof of such increase, including reasonable supporting documentation, to SBA within one year of the tax payment due date.

14. Maintenance. SBA will maintain the Leased Space in good condition and state of repair. Except insofar as SBA is made responsible by this Lease, Walmart will maintain the Premises surrounding the Leased Space in good condition and state of repair; provided, however, SBA shall be solely responsible for any damage caused by SBA or any of its Sublessees or their respective agents, employees, or invitees.

15. Hold Harmless. SBA shall indemnify, defend, and hold Walmart harmless from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at SBA's invitation, or for damages to any person or property resulting from the actions of SBA (including damages caused by or resulting from the existence of the Structures) on the Leased Space, except to the extent the damages are caused by the willful misconduct or gross negligence of Walmart. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by SBA will be so installed, kept, stored or maintained at the risk of SBA; provided, however Walmart will be responsible for, and agrees to hold SBA harmless from, any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Premises or Leased Space arising out of the willful misconduct or gross negligence of Walmart. Walmart will not be responsible for any loss or damage to equipment owned by SBA which might result from tornadoes, lightning, wind storms, or other Acts of God.

Waiver of Consequential Damages.

EXCEPT FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR ANY OF THE OTHER PARTY'S RESPECTIVE AGENTS, REPRESENTATIVES,

NOTE:

PAGES #7 THRU #13 OF ORIGINAL LEASE AGREEMENT HAVE BEEN OMITTED FOR DOCUMENT BREVITY AND RELEVANCE TO AUTHORITY GRANTED BY WAL-MART TO SBA TOWERS X, LLC TO FILE A LAND USE/GOVERNMENTAL APPLICATION AND OBTAIN APPROVAL ON THEIR BEHALF. THE FULL DOCUMENT CAN BE PROVIDED UPON REQUEST.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

WALMART:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: _____
Print Name: Damian Tutt

Title: Sr. Director II, Realty Operations

Date: December 27, 2022 | 06:14 PST

SBA: SBA TOWERS X, LLC,
a Delaware limited liability company

By: Alyssa Houlihan
Print Name: Alyssa Houlihan

Title: Vice President, Site Leasing

Date: November 30, 2022 | 11:38 EST

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET

February 2, 2024

City of Pensacola, Florida
Planning and Zoning Division
Attn: Mr. Greg Harding
5th FL. Planning Services
222 W. Main Street
Pensacola, Florida 32502

Transmittal Letter

Please find attached the narrative statement with responses as requested in your December 21st email correspondence regarding our application for a 95-foot-tall monopole communication tower and related ground equipment on property currently under the ownership of Wal-Mart Stores, East LP. The property is located along the south line of Creighton Road at 2650 Creighton Road, Pensacola, FL. The parcel ID is 10-1S-29-2301-000-010 in the City of Pensacola.

Should you need any additional information or clarification regarding this request, please feel free to contact me on 336-210-9684.

Sincerely,

Harold Timmons

Harold K. Timmons
Site Acquisition Specialist
Tower Engineering Professionals
hktimmons@tepgroup.net

Please note that I have no authority to bind our client and the result of our negotiations are subject to approval by our client's management. This transmittal, however, is not a representation that I will present this, or any other proposal which results from our negotiations, to our client's management for final approval.

The terms and conditions set forth herein are not an offer and neither party is legally bound until a final document, which is subject to review by our client's counsel and management, has been executed by and delivered to all parties.

Sec. 12-3-107. - Conditional use permit. *(AMENDED 02022024)*

(d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the following standards have been met:

(1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map, or regulation adopted by the city council.

In regard to the City's Comprehensive Plan and its goals and objectives, references to wireless communications, its facilities as well as other forms of communication were not clearly evident. However, a relationship between WCF's, health and safety, land development and economic development does exist. In the Future Land Use portion of the plan the following goal is stated regarding economic development:

GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety, and welfare of residents and to the continued well-being of the natural environment.

In this regard, our proposed facility works in the spirit of this goal as it will be placed on a parcel with an existing Wal-Mart facility and serves to maximize the use of the land. The placement of the facility on this property will provide reliability and allow customers and delivery personnel the ability to make calls without disruption, delay or having to deal with a network that is unreliable due to the high volume of calls managed by that network location. Nearby residents will benefit from this network upgrade as well as the volume of calls being managed in a more effective and efficient manner by the new facility. The natural environment will not be impacted in any substantial way as the site utilizes only a few specific utilities and provides no physical discharge into the environment.

The City of Pensacola's Strategic Plan states, Economic Development as one of its Priority Areas. One of the goals of this Priority Area is to *provide "Enhanced connectivity and smart growth, provide Safe, stable, neighborhoods, provide a Resilient and growing local economy and a Fiscally sustainable and cooperative governments."* The proposed WCF will enhance wireless connectivity within the community and improve communications overall. The placement of the facility on a parcel with an existing use, within an existing commercial zone is an efficient and effective use of the land and zoning. The nearby residential community will benefit from the improved communications and therefore it can be argued that safety, in a general context, within that community will be improved. The economic impact of this facility is associated with the investment in its construction, the taxes paid to local government and how it improves communications for all persons and businesses in the general vicinity.

The section of the plan that addresses the existing Airport provides an objective that relates to our proposed use. Objective T-8.1 of the Comprehensive Plan states: *The City shall enforce the Airport Land Use Regulations to prevent incompatible land use that have a potential for being hazardous to aircraft operations as well as to the persons and property on the ground in the vicinity of the incompatible land use.*

Our proposed use has been evaluated by the FAA and deemed to not violate air navigation standards as proposed. We have provided that information in our application to show that our proposal does not

present an air navigation hazard as Objective T-8.1 promotes. Our FAA evaluations and notices of hazard that have been submitted can also be viewed as promoting Section 12-11, Airport, of the Land Development Code, to ensure that airport obstructions do not intersect the airport's runway protection zones, approach surfaces, transition surfaces, horizontal surfaces, and conical surfaces.

(2) The proposed use will not adversely affect the public health, safety, or welfare.

The short answer is NO. The proposed wireless communication facility, if approved, will be another WCF's that serve communities around the country. There is nothing proposed that will cause it to function in a manner outside of the normal operation of existing WCF's. Such facilities are heavily regulated and monitored to ensure they operate within the Federally mandated allowed tolerances for human and environmental safety.

(3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.

The proposed WCF will be located within an existing commercial zone and on a parcel with an intensive commercial retail use, Wal-Mart. The activity related to the day-to-day operation of the Wal-Mart store far outweighs anything related to the WCF. WCF's are considered to be passive uses as they are not points of destination; do not depend on visitors to function; and only require minimal maintenance by technicians traveling in passenger vehicles. The frequency is either monthly or quarterly depending upon the service provider. In regard to impact upon surrounding adjacent uses, there is none other than visibility. At **95'** in height, visibility is unavoidable from certain viewpoints, however, the site produces no noise or traffic on a day-to-day basis. The distance away from the residential uses to the north is such that any noise produced by the back-up generator if needed, will be minimal given the current level of activity that takes place as part of Wal-Marts normal operations.

(4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.

The proposed WCF will only require electric power, telecom, and fiber to operate on a day-to-day basis. The utilities needed will be underground and should not create any issues for the property or any adjacent properties. There is no need for water or sewer. The need for Police protection will not be increased over that currently provided to the Wal-Mart business as WCF's are not known to be points of attraction for theft or vandalism. Lastly, given the location of the facility, should there be a need for fire protection, access to the rear of the property will be the same for the WCF as it is for the existing Wal-Mart building. The ground equipment will be contained within metal, outdoor cabinets.

(5) The proposed use will not create undue traffic congestion.

The proposed WCF will not increase the current level of traffic in the area or to the property. WCF's are neither traffic generators nor points of destination. The only traffic related to a WCF is that of the maintenance technicians or equipment installers. The traffic during construction will be the heaviest in the life of such a facility. After construction is complete, only maintenance technicians will visit the site. That service interval varies between service providers, but it can be monthly, quarterly, or semi-annually. Visits to the site are typically in passenger vehicles and vans. A larger vehicle may at times be needed if a major equipment upgrade is involved. The area of the WCF currently is capable of handling oversized

truck traffic and therefore the use of a large vehicle to deliver equipment should not create any issues for Wal-Mart or the location.

(6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

The proposed WCF should not have any impact on the natural environment as the facility provides no discharge of any sort into the environment. The ground equipment placed at the site does not discharge any contaminants into the environment as a part of its normal operation. Should there be a disfunction in the equipment, the owner will be responsible for making the correction in a timely fashion. The signal that is discharged into the environment has been studied and measured and deemed to be safe to all aspects of the environment. Birds can at times nest atop these facilities and thus harm to wildlife should not be a concern. The type of structure does not utilize any guyed wires that at times can be harmful to bird life.

PROJECT SUMMARY

SBA SITE NAME:	WM 1224 CREIGHTON RD
SBA SITE ID:	FL28542-S
SITE ADDRESS:	2650 CREIGHTON RD PENSACOLA, FL 32504
JURISDICTION:	CITY OF PENSACOLA
LAND USE:	COMMERCIAL
PROPERTY OWNER:	WAL-MART STORES EAST LP PO BOX 8050 MS 0555 STORE #3484 BENTONVILLE, AR 72716
APPLICANT:	SBA TOWERS X, LLC 8051 CONGRESS AVENUE BOCA RATON, FL 33487 OFFICE: (561) 226-9332
PARCEL ID:	101S292301000010
ZONING DISTRICT:	C-1 (COMMERCIAL)
1-A CERTIFICATION LATITUDE: LONGITUDE:	 N 30° 29' 51.52" (NAD '83) W 87° 11' 28.29" (NAD '83)
GROUND ELEVATION:	103.4'± AMSL (NAVD '88)
PROPOSED OCCUPANCY TYPE:	TELECOMMUNICATIONS FACILITY
CONSTRUCTION TYPE:	PROPOSED 90' MONOPOLE TOWER
DRIVING DIRECTIONS:	FROM PENSACOLA INTERNATIONAL AIRPORT: TURN RIGHT ONTO N 12TH AVE. CONTINUE ONTO TIPPIN AVE AND DRIVE FOR 1.2 MILES. TURN RIGHT ONTO CREIGHTON RD. TURN LEFT INTO WALMART PARKING LOT. SITE WILL BE ON THE RIGHT SIDE OF THE BUILDING.
GENERAL PROJECT DESCRIPTION:	PROPOSED 90' MONOPOLE TOWER IN A PROPOSED CHAIN-LINK FENCED TELECOMM. FACILITY LOCATED AT 2650 CREIGHTON RD, PENSACOLA, FL 32504

HANDICAPPED REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
HANDICAP ACCESS NOT REQUIRED.

PLUMBING REQUIREMENTS

FACILITY HAS NO PLUMBING.

CONSULTING TEAM

ARCHITECTURAL - ENGINEERING FIRM:
TOWER ENGINEERING PROFESSIONALS, INC.
326 TRYON ROAD, RALEIGH, NC 27603
CONTACT: JOSHUA H. CARDEN, P.E.
PHONE: (919) 661-6351 FAX: (919) 661-6350

SURVEYING FIRM:
POINT TO POINT LAND SURVEYORS
100 GOVERNORS TRACE, STE 103
PEACHTREE CITY, GA 30269
PHONE: (678) 565-4440

APPLICANT/LESSEE CONTACTS:
SBA COMMUNICATIONS CORPORATION
ANNE HATHAWAY - (561) 322-7921

POWER COMPANY:
FLORIDA POWER & LIGHT
(888) 326-4853

TELCO COMPANY:
AT&T
(800) 331-0500

ELECTRICAL ENGINEER:
TOWER ENGINEERING PROFESSIONALS, INC.
326 TRYON ROAD, RALEIGH, NC 27603
CONTACT: JOSHUA H. CARDEN, P.E.
PHONE: (919) 661-6351 FAX: (919) 661-6350

SBA

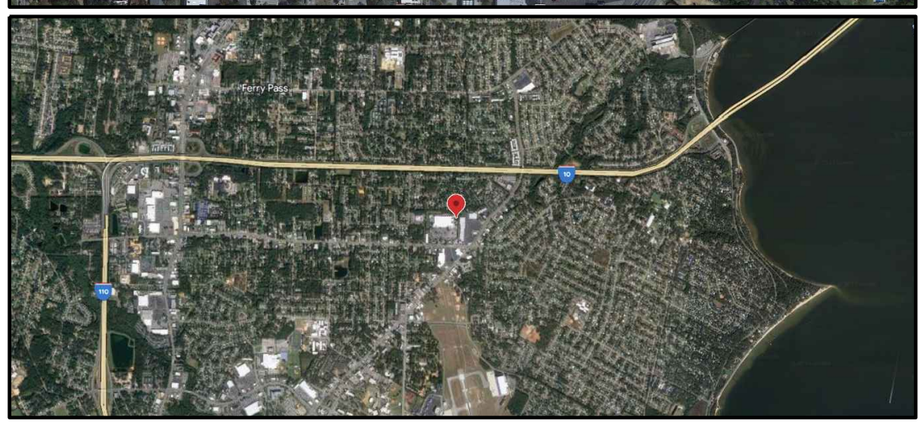
SITE NAME
WM 1224 CREIGHTON RD

SBA SITE I.D.
FL28542-S

ADDRESS
2650 CREIGHTON RD
PENSACOLA, FL 32504

PROJECT TYPE
PROPOSED 90' MONOPOLE TOWER

LOCATION & VICINITY MAPS



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APPROVALS

LANDLORD		DATE
PROPERTY		DATE
CONSTRUCTION		DATE
RSM		DATE
TENANT		DATE
ZONING		DATE

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THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER/SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

PLANS PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

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WM 1224 CREIGHTON RD

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PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
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REV	DATE	ISSUED FOR:
3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

SHEET TITLE:

TITLE SHEET

SHEET NUMBER: **T-1**

REVISION: 3

TEP #: 274975

ABBREVIATIONS

AB	ANCHOR BOLT
AC	ASPHALTIC CONCRETE
A/C	AIR CONDITIONING
ADJ	ADJUSTABLE
A.F.F.	ABOVE FINISH FLOOR
ARCH	ARCHITECTURAL
APPROX	APPROXIMATELY
A.G.L.	ABOVE GRADE LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
BD	BOARD
BLDG	BUILDING
BLKG	BLOCKING
BOT	BOTTOM
BSMT	BASEMENT
BTS	BASE TRANSCEIVER STATION
C	COURSE(S)
CEM	CEMENT
CL	CHAIN LINK
CLG	CEILING
CLR	CLEAR
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CORR	CORRIDOR
CO	CONDUIT ONLY
DIA	DIAMETER
DBL	DOUBLE
DEPT	DEPARTMENT
DEMO	DEMOLITION
DIM	DIMENSION
DN	DOWN
DR	DOOR
DTL	DETAIL
DWG	DRAWING
(E)	EXISTING
EA	EACH
ELEC	ELECTRIC
ELEV	ELEVATION
EQUIP	EQUIPMENT
EXP	EXPANSION
EXT	EXTERIOR
FA	FIRE ALARM
FB	FLAT BAR
FF	FINISH FLOOR
FH	FLAT HEAD
FIN	FINISH(ED)
FLR	FLOOR
FOS	FACE OF STUDS
FS	FINISH SURFACE
FT	FOOT, FEET
FTG	FOOTING
FW	FINISH WALL
F.G.	FINISH GRADE
FUT	FUTURE
GA	GAUGE
GALV	GALVANIZED
GL	GLASS
GR	GRADE
GYP	GYPSUM
GFCI	GROUND FAULT CIRCUIT INTERRUPT
GND	GROUND
HC	HOLLOW CORE
HDW	HARDWARE
HTR	HEATER
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
HT	HEIGHT
HV	HIGH VOLTAGE
ID	INSIDE DIMENSION
INS	INSULATION
INT	INTERIOR
JT	JOINT
LAM	LAMINATED
LBS	POUNDS
LT	LIGHT
LA	LIGHTNING ARRESTOR
LNA	LOW NOISE AMPLIFIER
MFR	MANUFACTURER
MAT	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
MISC	MISCELLANEOUS
ML	METAL LATH
MO	MASONRY OPENING
MS	MACHINE SCREW
MTD	MOUNTED
MTL	METAL
(N)	NEW
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
O	OVERHEAD
OA	OVERALL
O.C.	ON CENTER
OPNG	OPENING
OPP	OPPOSITE
PARTN	PARTITION
PL	PLATE
PLAS	PLASTER
PLYWD	PLYWOOD
POC	POINT OF CONNECTION
PROP	PROPERTY
PT	PRESSURE TREATED
R	RISER
REQD	REQUIRED
RD	ROOF DRAIN
RM	ROOM
RMS	ROOMS
RO	ROUGH OPENING
SC	SOLID CORE
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPECS	SPECIFICATIONS
SS	STAINLESS STEEL
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SW	SWITCH
SWBO	SWITCHBOARD
THK	THICK
TI	TENANT IMPROVEMENT
TMA	TOWER MOUNTED AMPLIFIER
TOS	TOP OF SURFACE
TS	TUBE STEEL
TYP	TYPICAL
U	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
V.I.F.	VERIFY IN FIELD
VG	VERTICAL GRAIN
W/	WITH
WD	WOOD
WR	WATER RESISTANT
WT	WEIGHT
XFMR	TRANSFORMER
@	AT
[	CHANNEL
℄	CENTERLINE
∠	ANGLE
PL	PROPERTY LINE

SYMBOLS:

SECTION NUMBER
SHEET NUMBER
BUILDING SECTION REFERENCE

DETAIL NUMBER
SHEET NUMBER
DETAIL REFERENCE

SECTION NUMBER
SHEET NUMBER
DETAIL SECTION REFERENCE

SECTION NUMBER
SHEET NUMBER
ELEVATION VIEW REFERENCE

KEY NOTE REFERENCE
101 DOOR NUMBER
101 AREA AND/OR ROOM NUMBER
MECHANICAL UNIT
UTILITY POLE
WORK POINT
REVISION OR CONTROL POINT
(REFERENCE POINT) (ELEVATION) ELEVATION REFERENCE

MASONRY
BRICK
CONCRETE
EARTH
STEEL
GRAVEL
CENTER LINE
PROPERTY LINE
LEASE LINE
EASEMENT LINE
RIGHT-OF-WAY
CHAIN LINK FENCE
WOOD FENCE
SILT FENCE
BELOW GRADE ELECTRIC
BELOW GRADE TELEPHONE
OVERHEAD ELECTRIC/TELEPHONE
OVERHEAD TELEPHONE
OVERHEAD ELECTRIC
CONTOUR
TREE PROTECTION FENCE
TREE LINE
TREES, SHRUBS, BUSHES
SANITARY SEWER LINE
WATER LINE
NATURAL GAS LINE

ABBREVIATIONS & SYMBOLS

SCALE: N.T.S.

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SHEET TITLE:

ABBREVIATIONS & SYMBOLS

SHEET NUMBER: **N-1**

REVISION: 1

TEP #: 274975

GENERAL NOTES:

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED SBA COMMUNICATIONS OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF FLORIDA.
3. WORK SHALL BE COMPLETED IN ACCORDANCE WITH ANSI/TIA-222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND THE 2018 INTERNATIONAL BUILDING CODE.
4. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
5. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
6. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
7. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
8. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, PROVINCIAL, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
10. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE SBA PROJECT MANAGER.
11. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
12. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOF-ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
13. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
14. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
15. ALL BUILDING/TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
16. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED, AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
17. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
18. RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
19. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH GLOBALIVE SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO GLOBALIVE PRIOR TO THE START OF THE WORK ON THE PROJECT.
20. THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF ADJACENT PROPERTIES, AND COMPLIANCE WITH PROVINCIAL AND FEDERAL REGULATIONS REGARDING SAFETY, SHALL BE THE CONTRACTOR'S RESPONSIBILITY, AND THIS, PER THE INTERNATIONAL CODE - REGULATORS RESPECTING OCCUPATIONAL SAFETY & HEALTH THE SUCCESSFUL CONTRACTOR WILL SUBMIT HIT SAFETY MANUAL AT THE PROJECT SITE.
21. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
22. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
23. COSTS FOR BUILDING PERMITS, LANDFILL TAXES, USE TAXES, SALES TAXES AND OTHER CHARGES RELATIVE TO CONSTRUCTION OF THIS PROJECT SHALL BE INCLUDED IN THE CONTRACT PRICE.
24. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE SBA PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
25. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF HOLDBACK.
26. AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR SBA'S FILE.
27. CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.
28. CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.
29. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SBA PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
30. CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC...)
31. CONTRACTOR SHOULD BE PREPARED FOR RANDOM SBA SAFETY INSPECTIONS AT ALL TIMES.
32. CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER FLORIDA STANDARDS AT ALL TIMES.
33. CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.
34. CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AS REQUIRED BY LOCAL MUNICIPALITY AND GETTING SBA'S REGIONAL SITE MANAGER'S SIGN-OFF/CHECKLIST APPROVAL ON THE SITE).
35. CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.
36. CONTRACTOR WILL UTILIZE ALL OF THE SBA PROVIDED DOCUMENTATION INCLUDING BUT NOT LIMITED TO: TOWER CONSTRUCTION ACCEPTANCE CHECKLIST, CONSTRUCTION SCHEDULE, CONSTRUCTION CLOSE-OUT LIST & TOWER HEIGHT VERIFICATION.
37. CONTRACTOR IS RESPONSIBLE FOR CONCRETE COMPRESSION TESTING.
38. CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING AND PROVIDING PROOF OF RESULT.
39. WHEN REQUESTED, PROVIDE 3 COPIES OF FABRICATION AND ERECTION DRAWINGS PRIOR TO FABRICATION. ALLOW UP TO 1 WEEK FOR REVIEW BY CONSULTANT.
40. IN ADDITION TO CONTRACTOR'S QUALITY CONTROL PROGRAM, INDEPENDENT TESTING AND INSPECTION MAY BE PERFORMED BY OWNER OR OWNER'S REPRESENTATIVE.
41. SUBMIT RED-LINES COPY OF CONSTRUCTION DRAWINGS UPON COMPLETION OF CONSTRUCTION HIGHLIGHTING CHANGES IN THE STAMPED AND SIGNED AS-BUILT CONDITION FROM SHOWN ON THE DRAWINGS.
42. CONTRACTOR WILL BE RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEO TECHNOLOGICAL REPORT PROVIDED BY OWNER.

CONCRETE:

1. ALL CONCRETE AND CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE.
2. THE CONTRACTOR SHALL TAKE SAMPLES OF THE CONCRETE POURED UNDER THE CONDITIONS OUTLINED IN THE 2018 INTERNATIONAL BUILDING CODE.
3. ANY FAILURE OF A CONCRETE TEST CYLINDER TO MEET THE SPECIFIED STRENGTH REQUIREMENTS MUST BE REPORTED TO THE DESIGN ENGINEER IMMEDIATELY. CORRECTIVE ACTION MUST BE APPROVED BY THE ENGINEER AND ALL RELATED COSTS SHALL BE AT THE CONTRACTOR'S EXPENSE.

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SHEET TITLE:

GENERAL NOTES I

SHEET NUMBER: **N-2**

REVISION: 1

TEP #: 274975

CONCRETE (CONTINUED):

4. THE MINIMUM 28-DAY COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE A MINIMUM OF 30 MPA, EXCEPT AS NOTED OR DIRECTED IN THE SOIL REPORT. THE CONCRETE, WHEN POURED, SHALL CONTAIN 7% AIR ENTRAINMENT WITH AN ALLOWABLE VARIATION OF +2%.

5. CONTRACTOR MUST TAKE SLUMP TEST AT LEAST ONCE FROM EACH TRANSIT MIXER AFTER A MINIMUM OF 5% CONCRETE LOAD HAD BEEN DISCHARGED. SLUMP, UNLESS NOTED OTHERWISE ON THE DRAWINGS, SHALL BE 75 MM.

6. MIXED CONCRETE ON SITE (REMOTE AREAS) WITH THE CORRECT PROPORTION OF CEMENT, SAND, GRAVEL, AND AIR-ENTRAINING AGENT ALREADY ADDED, THE DRY PREMIX IS TO BE MIXED IN A CONCRETE BATCHER IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

7. BEFORE POURING CONCRETE, THE TRANPORTING EQUIPMENT AND FORMS SHALL BE CLEANED AND ALL DEBRIS AND ICE SHALL BE REMOVED FROM PLACES TO BE OCCUPIED BY THE CONCRETE. ANY WATER THAT HAS ACCUMALATED IN THE FORMS SHALL BE REMOVED.

8. ALL CONCRETE SHALL BE VIBRATED AND WORKED AROUND THE REINFORCEMENTS, EMBEDDED FIXTURES AND INTO THE CORNERS OF THE FORMS. ANY EXCESS WATER THAT ACCUMALATES WHILE THE CONCRETE IS BEING POURED SHALL BE REMOVED.

9. THE DESIGN ENGINEER SHALL RECEIVE A MINIMUM OF 24 HOURS NOTICE OF EVERY POUR.

10. THE CONCRETE IN FOUNDATIONS MUST BE POURED IN CONTINOUS POURS BETWEEN CONSTRUCTION JOINTS. NO CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON SITE SPECIFIC DRAWINGS WILL BE PERMITTED. THE CONTRACTOR SHALL PROVIDE EFFICIENT EQUIPMENT TO COMPLETE THE POURING OF EACH SECTION IN ONE CONTINOUS POUR.

11. ALL FRAMEWORK SHALL BE BUILT IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE SHALL BE THOROUGHLY BRACED AND PLUMBED SO THAT THE FINISHED CONCRETE WILL CONFORM TO THE SHAPES, LINES, GRADES, AND DIMENSIONS INDICATED ON THE SITE DRAWINGS.

12. FORMS AND SHORING SHALL NOT BE REMOVED UNTIL THE CONCRETE IS ADEQUATELY SET. THEIR REMOVAL SHALL BE DONE IN SUCH A MANNER AS TO ENSURE THE COMPLETE SAFETY OF THE STRUCTURE.

13. FORMS WHICH SUPPORT THE WEIGHT OF THE CONCRETE, OR OF SUPERIMPOSED LOADS, SHALL NOT BE REMOVED UNTIL THE CONCRETE IS STRONG ENOUGH TO CARRY ITS OWN WEIGHT, AND SUCH SUPERIMPOSED LOADS AS MAY BE PLACED UPON IT.

14. THE CONCRETE SHALL BE MAINTAINED IN A MOIST CONDITION FOR AT LEAST 5 DAYS AFTER IT HAS BEEN POURED.

15. ALL SURFACES WHICH ARE NOT PROTECTED BY FORMS OR A SEALED WATERPROOF COATING SHALL BE KEPT MOIST BY CONTINOUS SPRINKLING, OR OTHER MEANS SUCH AS COVERING WITH MOIST SAND, SAWDUST, OR BURLAP.

16. WHERE NECESSARY, THE CONCRETE SHALL BE PROTECTED AGAINST THE WEATHER BY A FRAMED HOUSING, TARPAULINS, OR OTHER SUITABLE COVERING.

REINFORCING STEEL (REBAR):

1. REINFORCING STEEL SHALL MEET CODE AND BE PLACED ACCORDING TO THE APPLICABLE DRAWINGS. THE MINIMUM THICKNESS OF CONCRETE OVER THE STEEL SHALL BE AT LEAST 3".

2. ALL REINFORCEMENTS THAT ARE REQUIRED FOR A DAYS POUR ON CONCRETE SHALL BE SECURELY FIXED IN PLACE IN SUFFICIENT TIME TO PERMIT INSPECTION BEFORE CONCRETING BEGINS.

3. THE DESIGN ENGINEER SHALL BE GIVEN 24 HOURS NOTICE BEFORE THE CONCRETE IS TO BE POURED. FAILURE TO COMPLY MAY NECESSITATE, BUT NOT BE LIMITED TO, THE REMOVAL OF THE POURED CONCRETE AT THE CONTRACTOR'S EXPENSE.

GROUTING:

1. WHERE GROUT IS INDICATED ON THE DRAWINGS UNDER STRUCTURAL BASE PLATES, THIS SHALL BE A NON-SHRINK, NON-FERROUS TYPE. METHODS OF MIXING AND PLACING MUST BE IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

COLD WEATHER CONCRETING:

1. THE CONTRACTOR SHALL PROVIDE AND HAVE ON THE SITE READY FOR USE, ADEQUATE EQUIPMENT FOR HEATING CONCRETE MATERIALS AND PROTECTING FRESH CONCRETE DURING FREEZING OR NEAR FREEZING WEATHER CONDITIONS, ACCORDING TO THE INTERNATIONAL BUILDING CODE, 2012 EDITION.

2. ALL CONCRETE MATERIALS, REBAR, FORMS, FILLERS, AND THE EARTH WITH WHICH THE CONCRETE IS TO COME INTO CONTACT WITH, SHALL BE FREE FROM FROST AND ICE.

3. WHENEVER THE SURROUNDING TEMPERATURE IS BELOW 39°F, ALL CONCRETE POURED IN THE FORMS SHALL HAVE A TEMPERATURE OF 68°F FOR 4 DAYS.

4. THE HOUSING, COVERING, OR OTHER PROTECTION USED FOR THE CURING SHALL REMAIN IN PLACE AND INTACT FOR AT LEAST 24 HOURS AFTER THE ARTIFICIAL HEATING IS DISCONTINUED.

5. SALT, CALCIUM CHLORIDE, OR OTHER CHEMICALS SHALL NOT BE USED IN THE CONCRETE MIX TO PREVENT THE WATER CONTENT FROM FREEZING.

UTILITIES:

1. CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OF ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF THERE APPEARS TO BE A CONFLICT.

2. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY OWNERS AND CONSTRUCTION MANAGER.

3. DAMAGE BY THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT. FOR GRASSES AREAS, SEED AND MULCH SHALL BE ACCEPTABLE.

4. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.

5. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF NEW UNDERGROUND TELEPHONE SERVICE WITH THE TELEPHONE UTILITY AND THE OWNER'S REQUIREMENTS.

6. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORY PRIOR TO COMMENCING ANY PAVING OPERATIONS WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.

GRADING:

1. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC...) ALL MATERIAL NOT SUITABLE FOR SUB GRADE IN ITS PRESENT STATE. IF THE MATERIAL, AFTER REWORKING, REMAINS UNSUITABLE THEN THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL AT HIS EXPENSE. ALL SUB GRADES SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.

2. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTABLE BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.

GROUNDING:

1. CONTRACTOR SHALL VERIFY THAT GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING #2 SOLID TINNED COPPER WIRE. THE TOP OF THE GROUND RODS AND THE RING CONDUCTOR SHALL BE 2 FEET BELOW FINISHED GRADE. GROUNDING ELECTRODES SHALL BE DRIVEN ON 10'-0" CENTERS (15'-0" MAXIMUM; PROVIDE AND INSTALL AS REQUIRED PER TYPICAL GROUNDING PLAN ON THIS SET).

2. BONDING OF THE GROUNDING CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER CSA.

3. GROUND RING CONNECTION CONDUCTORS SHALL BE OF EQUAL LENGTH, MATERIAL, AND BONDING TECHNIQUE.

4. CONTRACTOR SHALL ENSURE GROUND RING IS WITHIN 12 TO 36 INCHES OF THE EQUIPMENT PAD. PROVIDE AND INSTALL GROUNDING CONNECTIONS SHOWN IN DETAILS AS NEEDED PER EXISTING SITE GROUNDING SYSTEM. CONTRACTOR SHALL VERIFY ALL EXISTING SITE GROUNDING CONDITIONS BEFORE STARTING WORK OR PURCHASING EQUIPMENT.

5. BOND CIGBE TO EXTERNAL GROUND RING WITH 2 RUNS OF #2 SOLID TINNED COPPER CONDUCTOR IN PVC. CONNECT BAR END WITH 2 HOLE LUG, AND "CADWELD" THE OTHER END TO THE EXTERNAL GROUND ROD.

6. THE PREFERRED LOCATION FOR COAX GROUNDING IS AT THE BASE OF THE TOWER PRIOR TO THE COAX BEND. BONDING IS SHOWN ON THE ICE BRIDGE DUE TO DIFFICULTY WITH WELDING OR ATTACHING TO TOWER LEGS. CONTRACTOR SHALL ADVISE CONSTRUCTION MANAGER PRIOR TO PLACING CIGBE ON ICE BRIDGE IF MOUNTING TO TOWER LEG IS POSSIBLE.

7. CONTRACTOR SHALL VERIFY EXISTING GROUNDING BOND TO THE FENCE POST OR EXTERNAL GROUND RING IN AT (2) PLACES. PROVIDE AND INSTALL GROUNDING CONNECTIONS AS REQUIRED TO MEET THESE CONDITIONS.

PLANS PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

SHEET TITLE:

GENERAL NOTES II

SHEET NUMBER: **N-3**

REVISION: 1

TEP #: 274975

PRELIMINARY SURVEY

PARENT PARCEL

OWNER: WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP

SITE ADDRESS: 2650 CREIGHTON RD, PENSACOLA, FL 32504

PARCEL ID: 101S292301000010

AREA: 26.3395 ACRES (PER TAX ASSESSOR)

ZONED: R-1AA & C-1 (RETAIL COMMERCIAL ZONING DISTRICT)

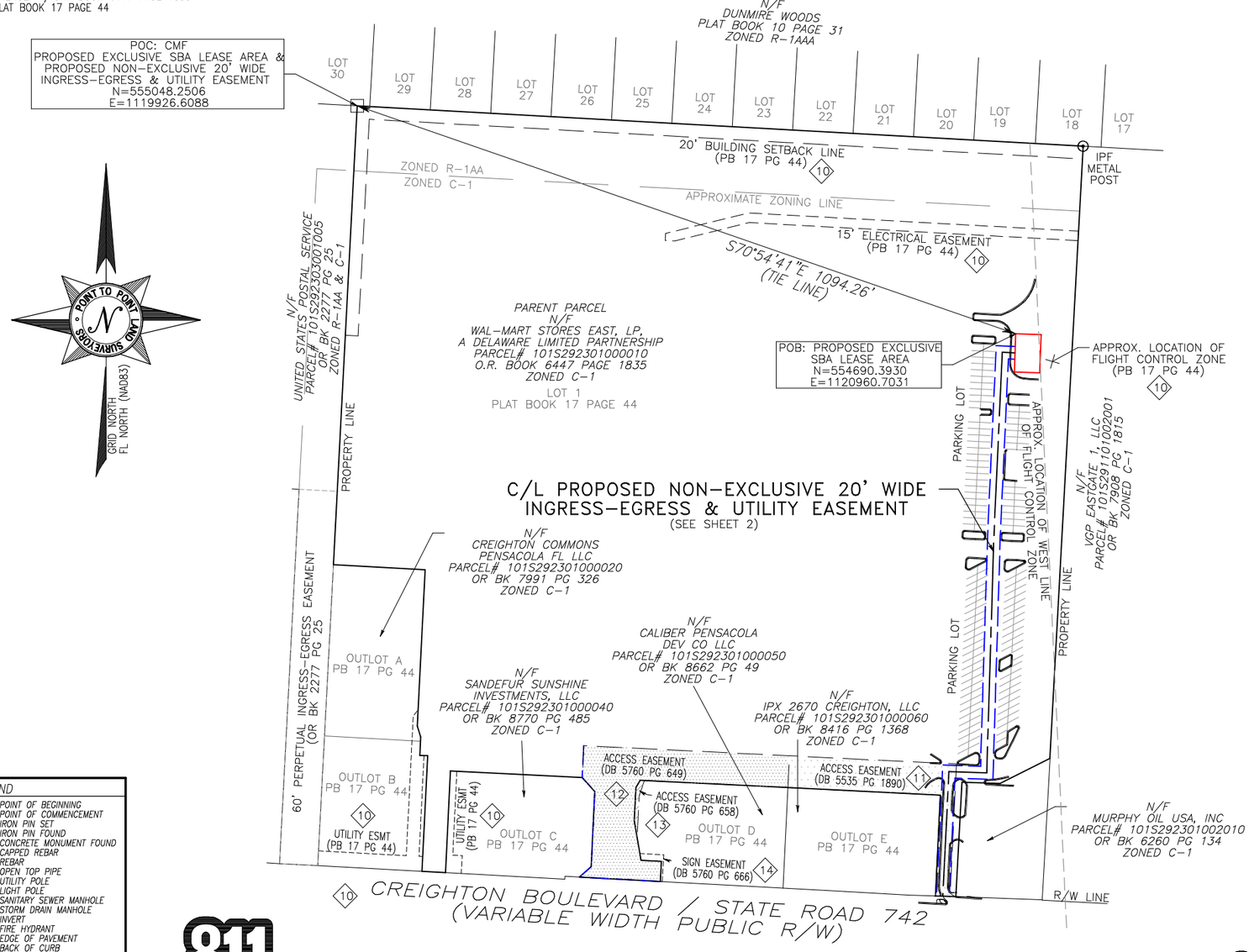
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

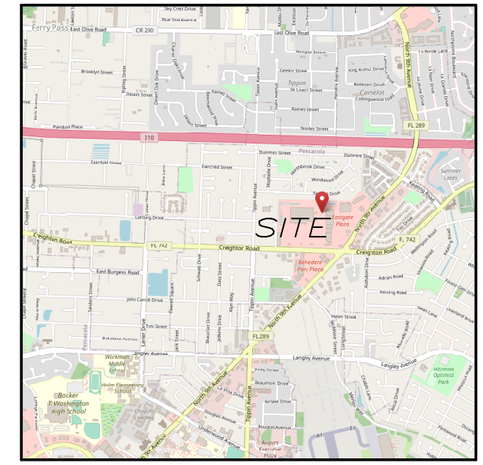
REFERENCE: 1) O.R. BOOK 6447 PAGE 1835
2) PLAT BOOK 17 PAGE 44

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.08 FEET (HORZ) 0.27 FEET (VERT)
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
DATES OF SURVEY: 11/29/2022
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99996415 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: -1.35243889°
BENCHMARKS USED: DL7331, DR6876, DG4683





VICINITY MAP

NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 [DATE OF LAST FIELD VISIT: 11/29/2022]

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA NORTH ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO.: 12033C0380G DATED: 9/29/2006

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
CRB	CAPPED REBAR
RB	REBAR
OTP	OPEN TOP PIPE
UP	UTILITY POLE
LP	LIGHT POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
OU	OVERHEAD UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
BWF	BARBED WIRE FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE
HH	HANDHOLE
CP	CONCRETE PAD
BFO	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY

811 Know what's below. Call before you dig.

SURVEY NOT VALID WITHOUT SHEETS 2 & 3

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

DATE: 12/14/2022

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

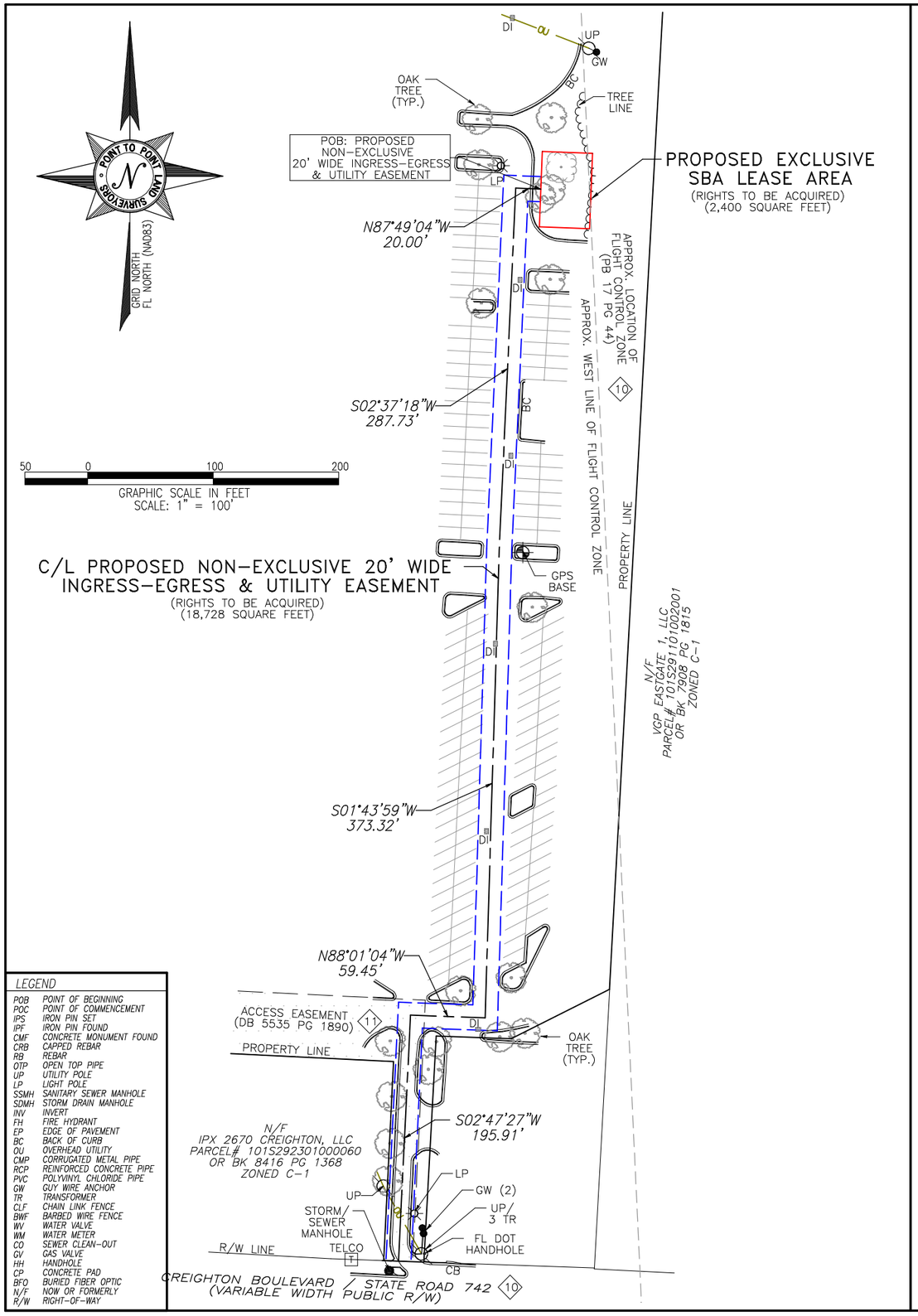
WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACLOA
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: NRW
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 12/14/2022
P2P JOB #: 221986FL

SHEET: 1 OF 3

E:\Dropbox (Point To Point)\P2P Current Jobs\2022\221986FL-WM 1224 Creighton Rd\221986FL.pro



LEGEND	
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POC	POINT OF COMMENCEMENT
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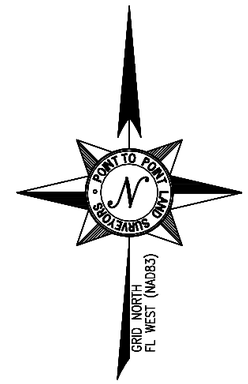
CP	CONCRETE PAD
BFO	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY

PRELIMINARY SURVEY

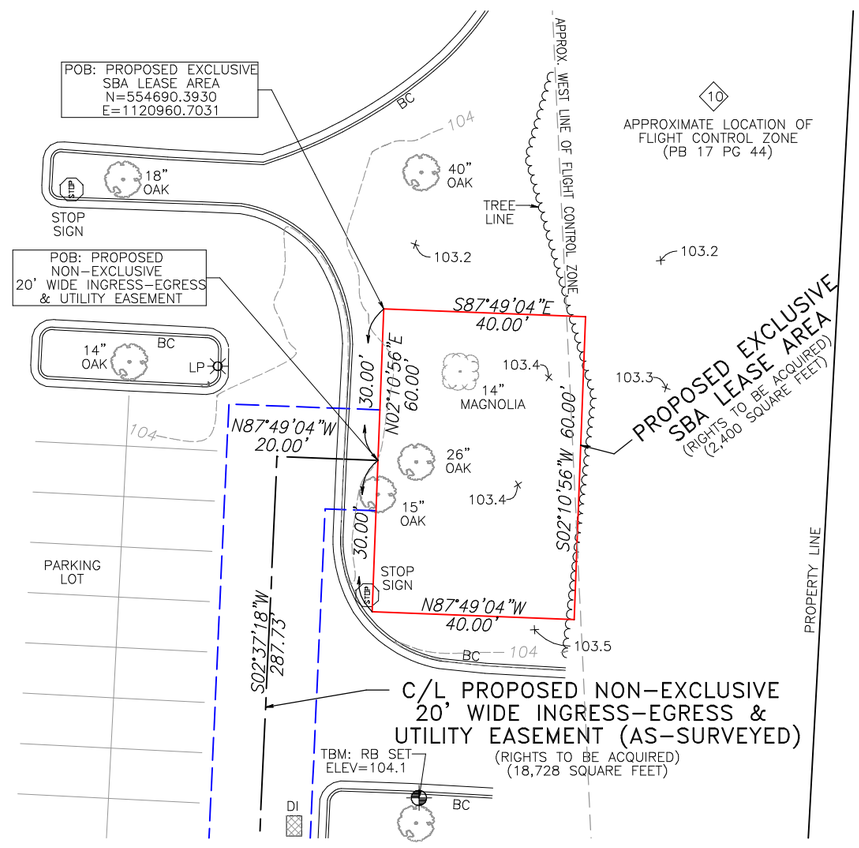


SITE INFORMATION

LEASE AREA = 2,400 SQUARE FEET (0.0551 ACRES)

LATITUDE = 30°29'51.52" (NAD 83) (30.497644°)
LONGITUDE = -87°11'28.29" (NAD 83) (-87.191192°)
AT CENTER OF LEASE AREA

ELEVATION AT CENTER OF LEASE AREA = 103.4' A.M.S.L.



SURVEY NOT VALID WITHOUT SHEET 1 & 3

G. DARRELL TAYLOR
License Number
6904
STATE OF
FLORIDA
Professional Surveyor and Mapper

NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT
LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
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(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com

SPECIFIC PURPOSE SURVEY
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SBA

SBA TOWERS X, LLC, A DELAWARE
LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACLOA
ESCAMBIA COUNTY, FLORIDA

DRAWN BY: NRW
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 12/14/2022
P2P JOB #: 221986FL

SHEET:
2
OF 3

E:\Dropbox (Point To Point)\P2P Current Jobs\2022\221986FL-WM 1224 Creighton Rd\221986FL.pro

LEGAL DESCRIPTION SHEET

PRELIMINARY SURVEY

PARENT PARCEL (AS-PROVIDED)

(AS PROVIDED IN COMMITMENT NO. 01-22019594-01T)

SITUATED IN THE CITY OF PENSACOLA, COUNTY OF ESCAMBIA, STATE OF FLORIDA:

LOT 1, WAL-MART STORE OF PENSACOLA, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 44, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; BEING A PORTION OF LOT 1 OF THE PLAT OF WAL-MART STORE OF PENSACOLA, PER PLAT BOOK 17, PAGE 44, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF SAID WAL-MART PARCEL AND THE NORTHWEST CORNER OF EASTGATE SHOPPING CENTER, SAID MONUMENT ALSO BEING ON THE SOUTH LINE OF DUNMIRE WOODS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 31, OF SAID COUNTY; THENCE SOUTH 00°17'41" WEST, ALONG THE EAST LINE OF SAID WAL-MART PARCEL AND THE WEST LINE OF EASTGATE SHOPPING CENTER, A DISTANCE OF 962.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PROPERTY LINE, SOUTH 00°17'41" WEST, A DISTANCE OF 222.20 FEET TO THE INTERSECTION THEREOF WITH THE NORTH RIGHT-OF-WAY LINE OF CREIGHTON ROAD (STATE ROAD 742), BEING A RIGHT-OF-WAY OF VARYING WIDTH, ALSO BEING THE SOUTHEAST CORNER OF SAID WAL-MART PARCEL; THENCE SOUTH 89°10'05" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF135.80; THENCE NORTH 00°17'41" EAST, PARALLEL TO THE EAST LINE OF SAID WAL-MART PARCEL, A DISTANCE OF 180.15 FEET; THENCE NORTH 89°10'05" EAST, A DISTANCE OF 59.73 FEET; THENCE NORTH 60°30'17" EAST, A DISTANCE OF 87.64 FEET TO THE POINT OF BEGINNING.

TAX ID: 101S292301000010

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM WAL-MART STORES EAST, INC., AN ARKANSAS CORPORATION, GRANTOR, BY GENERAL WARRANTY DEED RECORDED 04/14/2009, IN BOOK 6447, PAGE 1835, OF THE ESCAMBIA COUNTY RECORDS.

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT DATE OF 03/31/2022 AT 7:00 A.M., BEING COMMITMENT NO. 01-22019594-01T, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

9. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT OF DUNMIRE WOODS, RECORDED IN BOOK 10, PAGE 31, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS NOT APPLICABLE TO THE PARENT PARCEL].

10. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT OF WAL-MART STORE OF PENSACOLA, RECORDED IN BOOK 17, PAGE 44, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND PLOTTABLE ITEMS ARE SHOWN HEREON].

11. ACCESS EASEMENT IN FAVOR OF PENSACOLA BYB, LLC, RECORDED 12/06/2004, IN BOOK 5535, PAGE 1890, OF THE ESCAMBIA COUNTY RECORDS.

NOTE: AMENDMENT TO ACCESS EASEMENT, RECORDED 05/06/2005, IN BOOK 5634, PAGE 1053, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS PLOTTED HEREON].

12. ACCESS EASEMENT IN FAVOR OF TONY WU AND SU-MEI LEE, RECORDED 10/24/2005, IN BOOK 5760, PAGE 649, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND IS PLOTTED HEREON].

13. ACCESS EASEMENT IN FAVOR OF WAL-MART STORES EAST, INC., RECORDED 10/24/2005, IN BOOK 5760, PAGE 658, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO OUTLOT D AND IS PLOTTED HEREON].

14. SIGN EASEMENT IN FAVOR OF WAL-MART STORES EAST, INC., RECORDED 10/24/2005, IN BOOK 5760, PAGE 666, OF THE ESCAMBIA COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO OUTLOT D AND IS PLOTTED HEREON].

15. NOTICE OF COMMENCEMENT, RECORDED 06/15/2021, IN BOOK 8553, PAGE 265, OF THE ESCAMBIA COUNTY RECORDS.

[DOCUMENT IS AMBIGUOUS. THIS ITEM CANNOT BE DETERMINED IF IT IS APPLICABLE TO THE PARENT PARCEL BECAUSE THE LEGAL DESCRIPTION OF THE PROPERTY ATTACHED ON EXHIBIT "A" IS NOT THE PROPERTY DESCRIPTION FOR THE PROPERTY STREET ADDRESS FOR 2650 CREIGHTON ROAD, PENSACOLA, FL 32504]

16. NOTICE OF COMMENCEMENT, RECORDED 12/21/2021, IN BOOK 8644, PAGE 1958, OF THE ESCAMBIA COUNTY RECORDS.

[DOCUMENT IS AMBIGUOUS. THIS ITEM CANNOT BE DETERMINED IF IT IS APPLICABLE TO THE PARENT PARCEL BECAUSE THE LEGAL DESCRIPTION OF THE PROPERTY ATTACHED ON EXHIBIT "A" IS NOT THE PROPERTY DESCRIPTION FOR THE PROPERTY STREET ADDRESS FOR 2650 CREIGHTON ROAD, PENSACOLA, FL 32504].

C/L PROPOSED NON-EXCLUSIVE 20' WIDE INGRESS-EGRESS & UTILITY EASEMENT (AS-SURVEYED)

TOGETHER WITH A 20-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (MEASURING 10 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS OF WAL-MART STORES EAST, LP, AS RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1835, ESCAMBIA COUNTY RECORDS, BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID LANDS, SAID CONCRETE MONUMENT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=555048.2506, E=1119926.6088; THENCE ALONG A TIE LINE, SOUTH 70°54'41" EAST, 1094.26 FEET TO A POINT AT THE NORTHWEST CORNER OF THE LEASE AREA, SAID POINT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=554690.3930, E=1120960.7031; THENCE ALONG SAID LEASE AREA, SOUTH 02°10'56" WEST, 30.00 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA AND RUNNING, NORTH 87°49'04" WEST, 20.00 FEET TO A POINT; THENCE, SOUTH 02°37'18" WEST, 287.73 FEET TO A POINT; THENCE, SOUTH 01°43'59" WEST, 373.32 FEET TO A POINT; THENCE, NORTH 88°01'04" WEST, 59.45 FEET TO A POINT; THENCE, SOUTH 02°47'27" WEST, 195.91 FEET TO THE ENDING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CREIGHTON BOULEVARD (ALSO KNOWN AS STATE ROAD 742 AND HAVING A VARIABLE WIDTH RIGHT-OF-WAY).

BEARINGS BASED ON FLORIDA GRID NORTH, NAD83, NORTH ZONE.

SAID EASEMENT CONTAINS 0.4299 ACRES (18,728 SQUARE FEET), MORE OR LESS.

PROPOSED EXCLUSIVE SBA LEASE AREA (AS-SURVEYED)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THE LANDS OF WAL-MART STORES EAST, LP, AS RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1835, ESCAMBIA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID LANDS, SAID CONCRETE MONUMENT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=555048.2506, E=1119926.6088; THENCE ALONG A TIE LINE, SOUTH 70°54'41" EAST, 1094.26 FEET TO A POINT HAVING A FLORIDA GRID NORTH, NAD83, NORTH ZONE VALUE OF N=554690.3930, E=1120960.7031 AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 87°49'04" EAST, 40.00 FEET TO A POINT; THENCE, SOUTH 02°10'56" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 87°49'04" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 02°10'56" EAST, 60.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD83, NORTH ZONE.

SAID TRACT CONTAINS 0.0551 ACRES (2,400 SQUARE FEET), MORE OR LESS.

SURVEY NOT VALID WITHOUT SHEETS 1 & 2

G. DARRELL TAYLOR
License Number 6904
STATE OF FLORIDA
Professional Surveyor and Mapper

NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497
(w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC, A DELAWARE LIMITED LIABILITY COMPANY
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

WM 1224 CREIGHTON RD
FL28542-S

SECTION 10
TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACLOA
ESCAMBIA COUNTY, FLORIDA

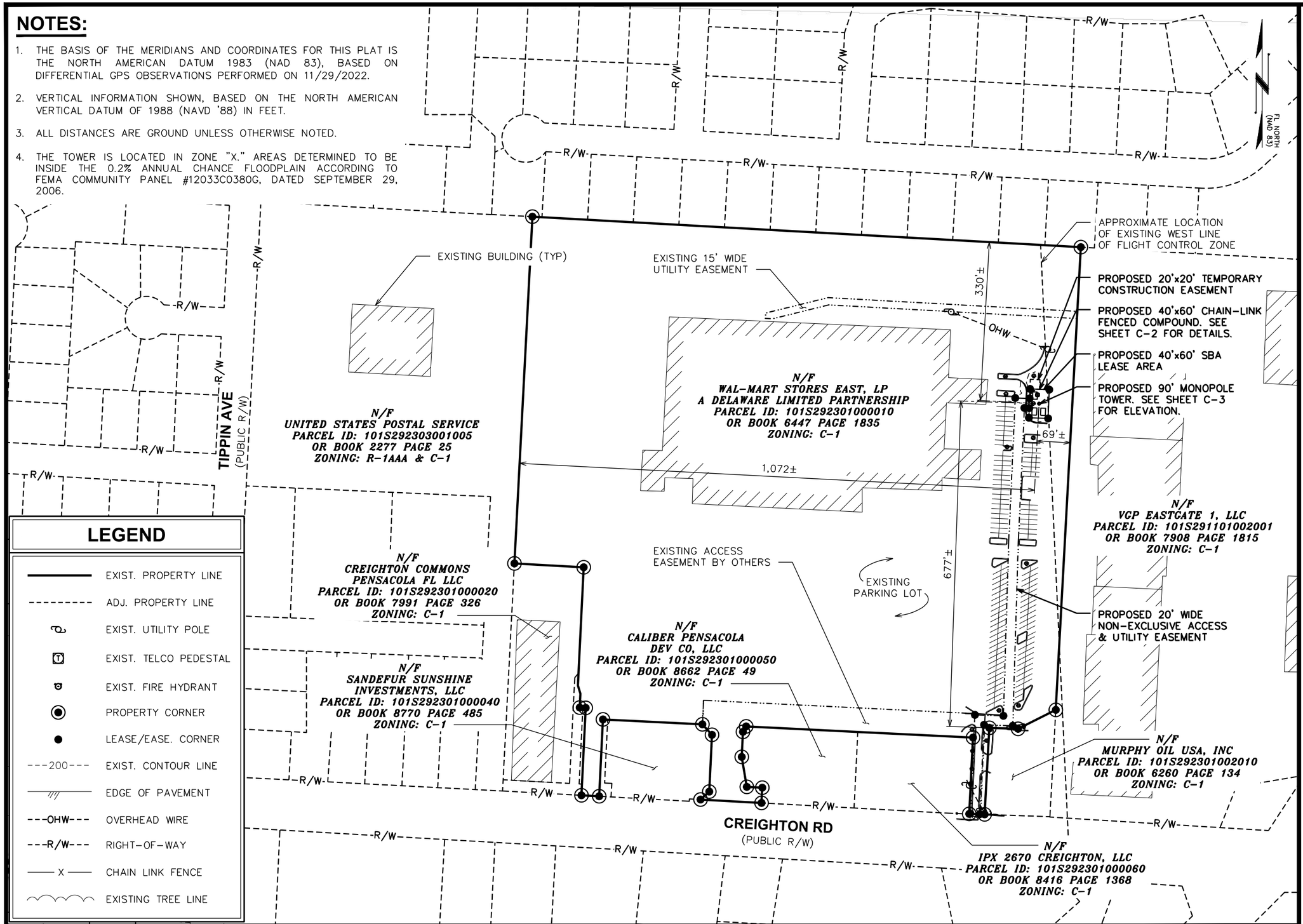
DRAWN BY: NRW
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 12/14/2022
P2P JOB #: 221986FL

SHEET: 3 OF 3

E:\Dropbox (Point To Point)\P2P Current Jobs\2022\221986FL-WM 1224 Creighton Rd\221986FL.pro

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH AMERICAN DATUM 1983 (NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON 11/29/2022.
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12033C0380G, DATED SEPTEMBER 29, 2006.



LEGEND

———	EXIST. PROPERTY LINE
- - - - -	ADJ. PROPERTY LINE
	EXIST. UTILITY POLE
	EXIST. TELCO PEDESTAL
	EXIST. FIRE HYDRANT
	PROPERTY CORNER
	LEASE/EASE. CORNER
---200---	EXIST. CONTOUR LINE
	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
---R/W---	RIGHT-OF-WAY
—— X ——	CHAIN LINK FENCE
	EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 200'

0 200 400
SCALE IN FEET

PLANS PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

SHEET TITLE:

SITE PLAN

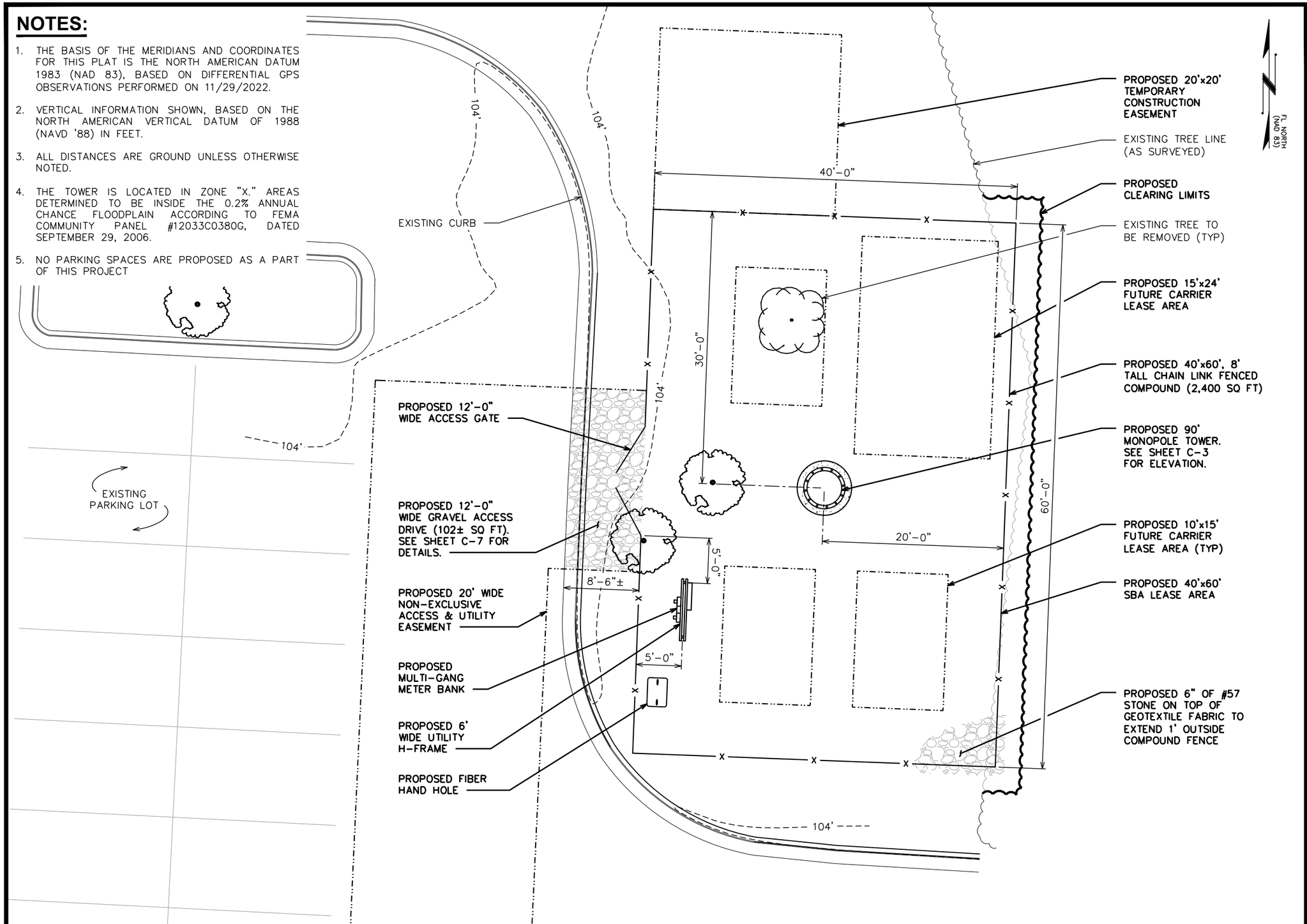
SHEET NUMBER: **C-1**

REVISION: 3

TEP #: 274975

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH AMERICAN DATUM 1983 (NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON 11/29/2022.
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12033C0380G, DATED SEPTEMBER 29, 2006.
5. NO PARKING SPACES ARE PROPOSED AS A PART OF THIS PROJECT



COMPOUND DETAIL

SCALE: 3/32" = 1'-0"

0 8 16
SCALE IN FEET

PLANS PREPARED FOR:

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

SHEET TITLE:

COMPOUND DETAIL

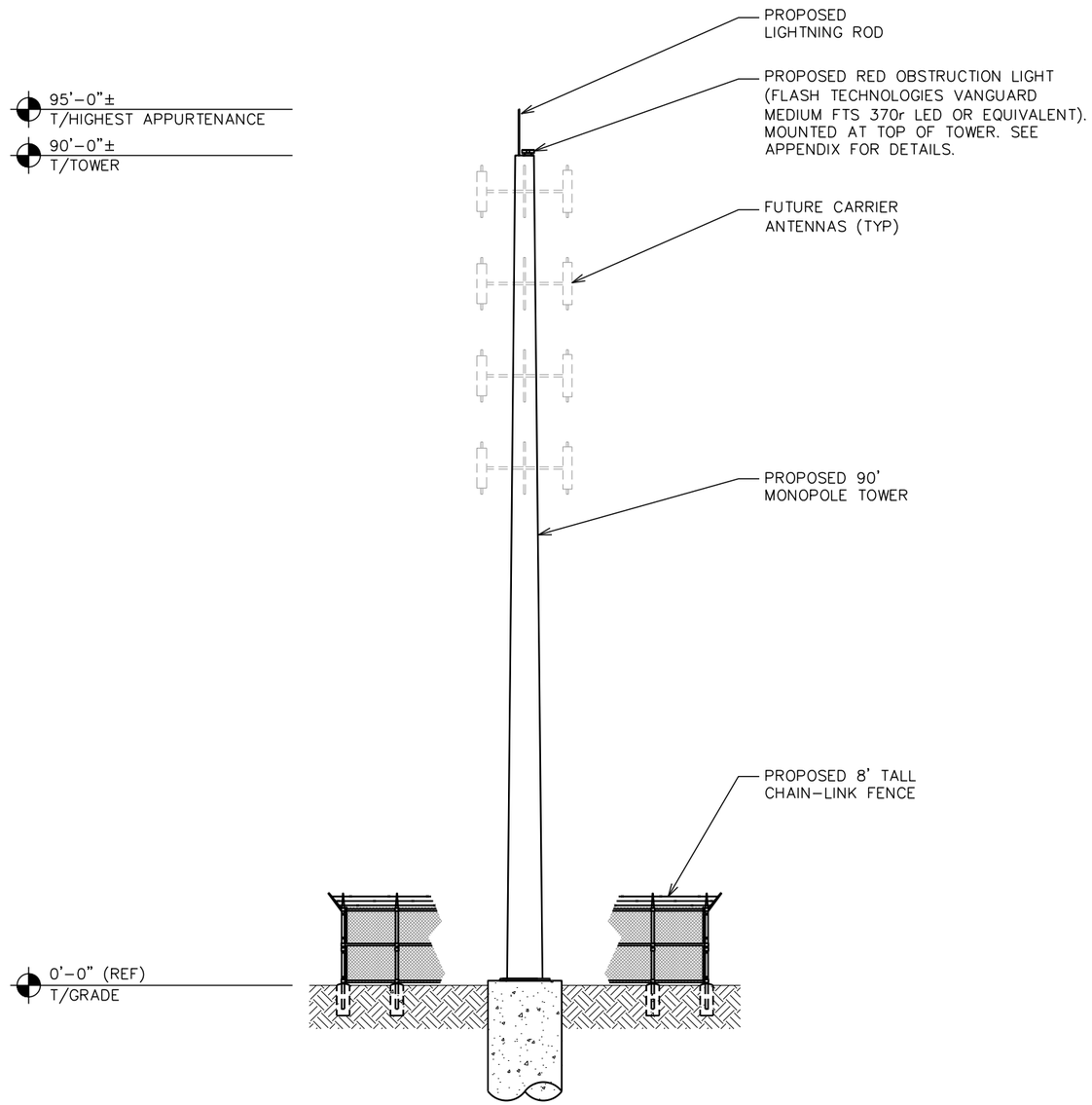
SHEET NUMBER: **C-2**

REVISION: 3

TEP #: 274975

NOTES:

1. THE TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. CONTRACTOR TO REFER TO TOWER MANUFACTURER DESIGN DRAWINGS FOR DETAILS.
2. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF PASSING STRUCTURAL ANALYSIS.
3. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL AND PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
4. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.



TOWER ELEVATION

SCALE: 1/16" = 1'-0"

0 16 32
SCALE IN FEET

PLANS PREPARED FOR:

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
3	02-01-24	ZONING DRAWINGS
2	01-18-24	ZONING DRAWINGS
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

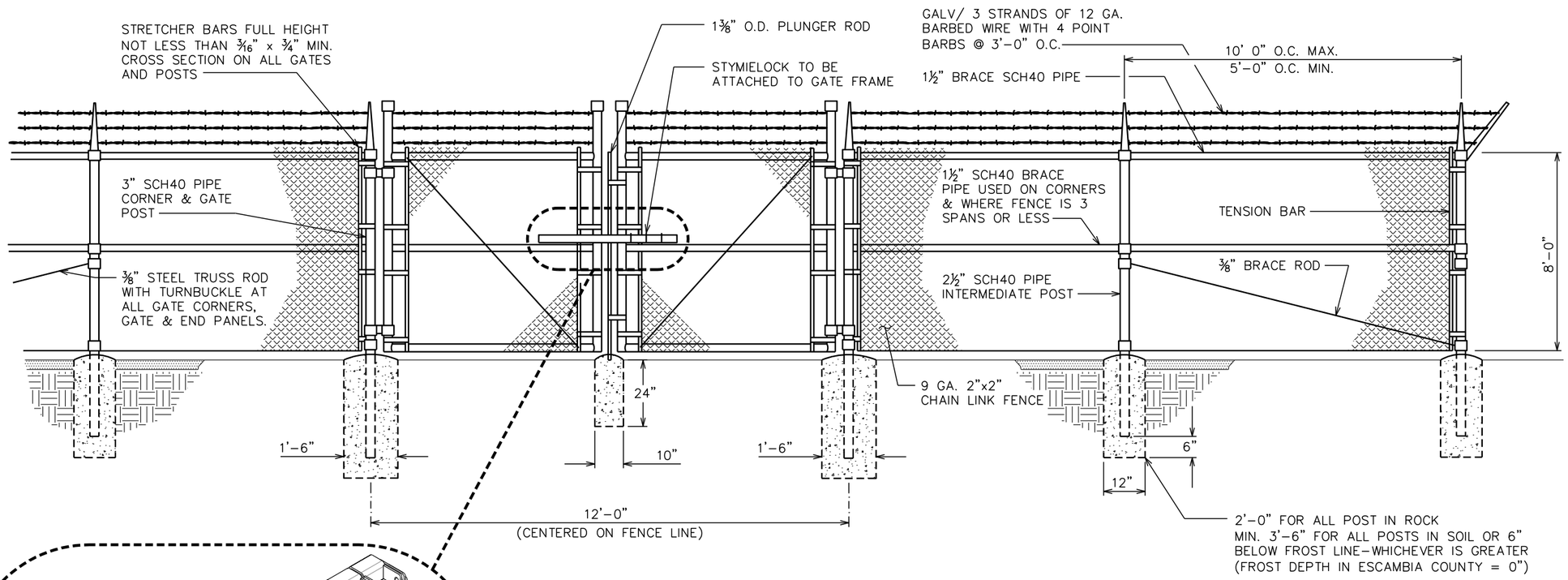
SHEET TITLE:

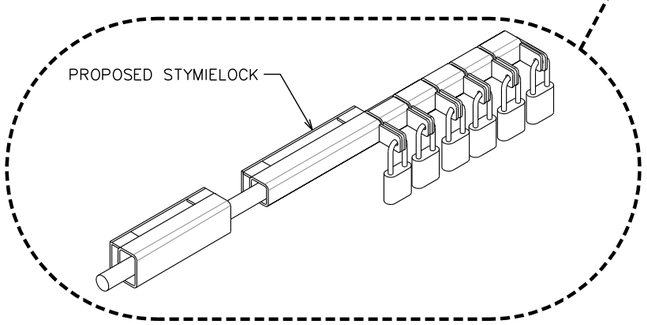
TOWER ELEVATION

SHEET NUMBER: **C-3**

REVISION: **3**

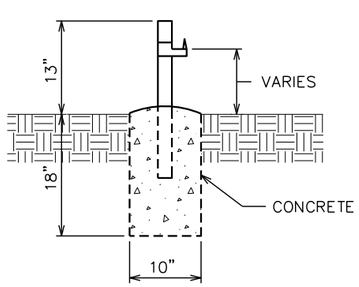
TEP #: 274975





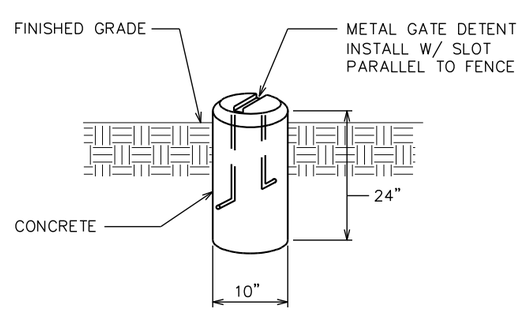
TYPICAL FENCE ELEVATION

SCALE: N.T.S.



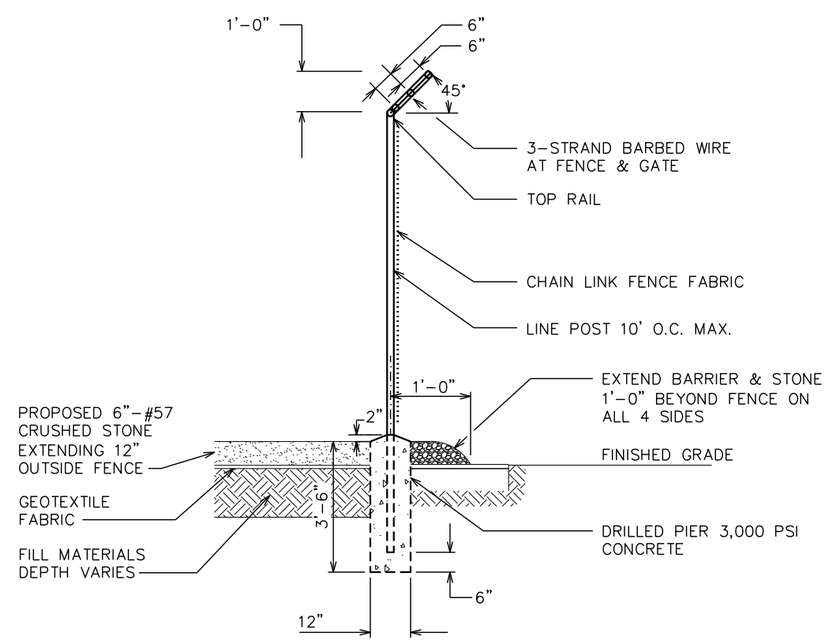
GATE STOP / KEEPER DETAIL

SCALE: N.T.S.



GATE DETENT DETAIL

SCALE: N.T.S.



FENCE / BARBED WIRE ARM DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

SHEET TITLE:

FENCE DETAILS

SHEET NUMBER: **C-4**

REVISION: 1

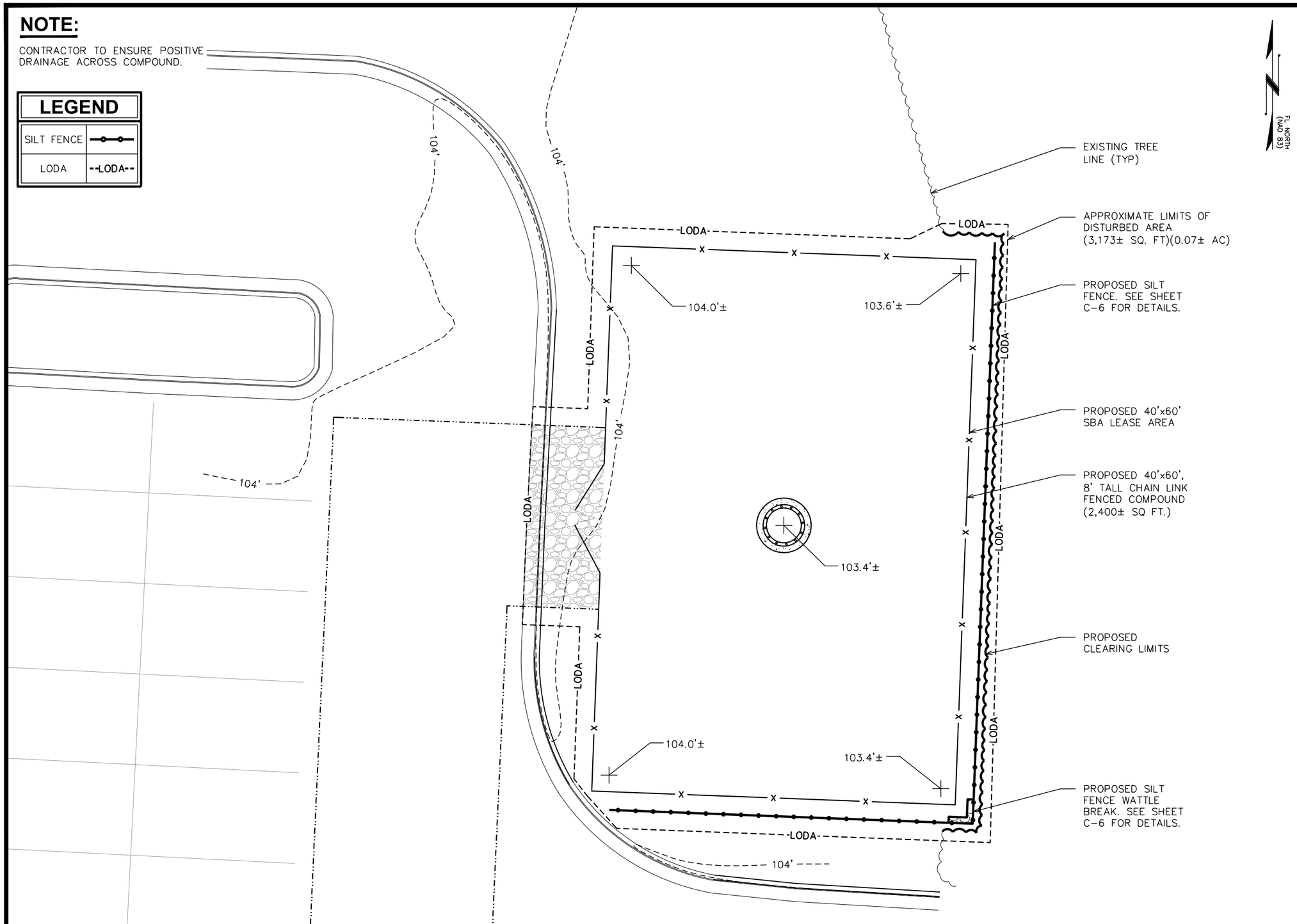
TEP #: 274975

NOTE:

CONTRACTOR TO ENSURE POSITIVE DRAINAGE ACROSS COMPOUND.

LEGEND

SILT FENCE	—o—o—
LODA	--LODA--



GRADING & EROSION CONTROL PLAN

SCALE: 3/32" = 1'-0"

0 8 16
SCALE IN FEET

PLANS PREPARED FOR:

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

SHEET TITLE:

GRADING & EROSION CONTROL PLAN

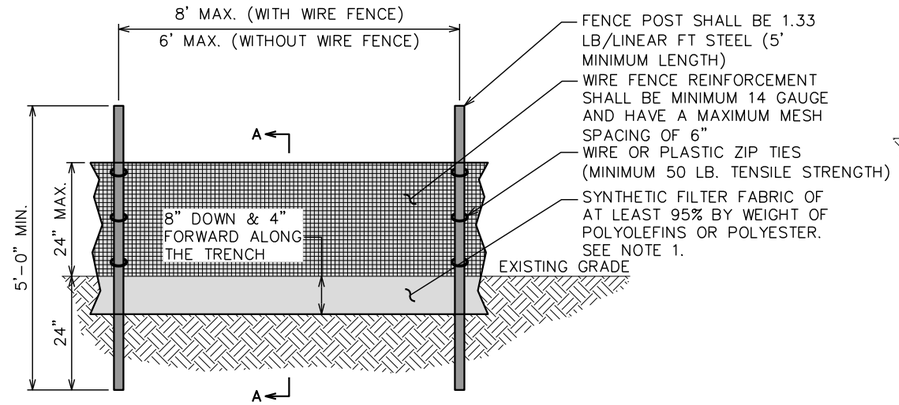
SHEET NUMBER: **C-5**

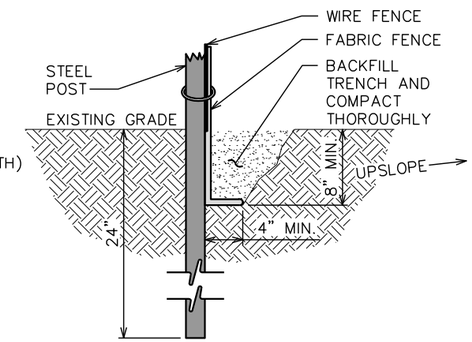
REVISION: 1

TEP #: 274975

NOTES:

1. FILTER FABRIC SHALL CONFORM TO THE REQUIREMENTS LISTED IN ASTM D 6461.
2. ENDS OF INDIVIDUAL FILTER FABRIC SHALL BE SECURELY FASTENED AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST.
3. PACE 12 INCHES OF FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
4. INSPECT SEDIMENT FENCE(S) AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
5. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE.
6. AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE AND PROPERLY STABILIZE THE SITE.

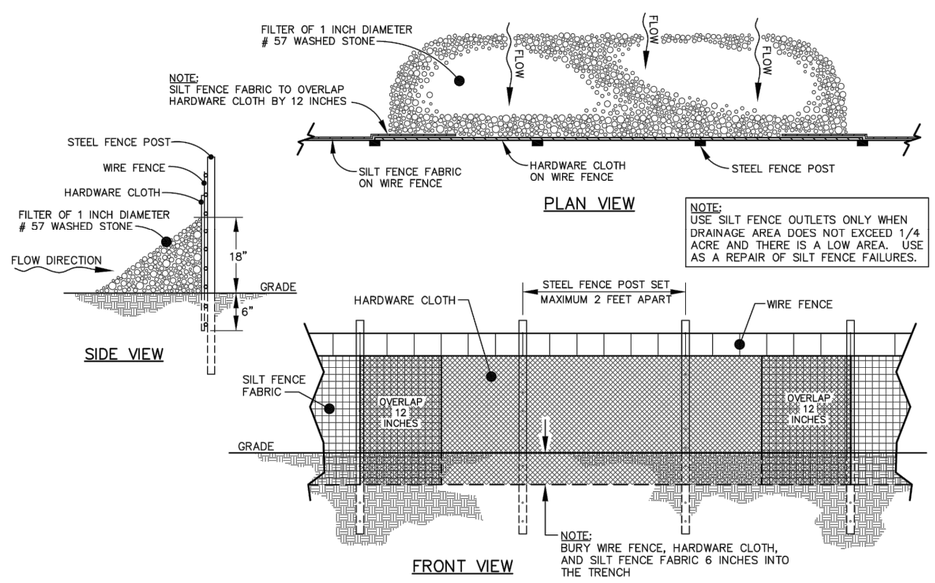




SECTION A-A

SILT FENCE DETAIL

SCALE: N.T.S.



STANDARD SILT FENCE OUTLET DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

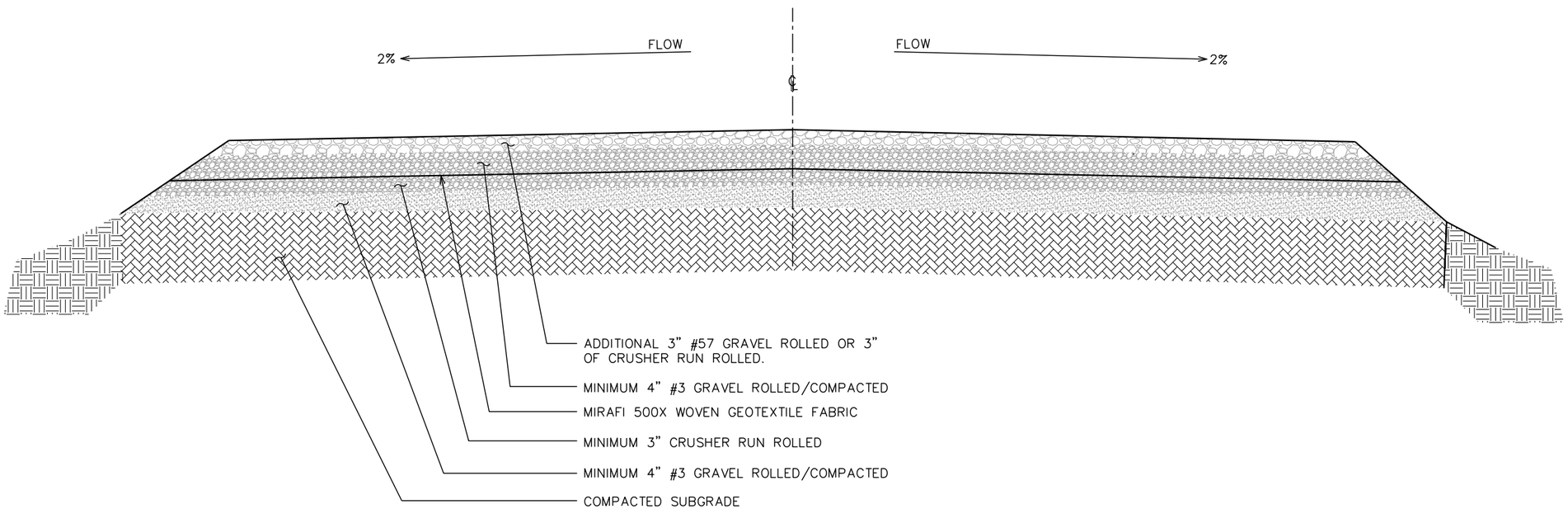
SHEET TITLE:

SILT FENCE & MATTING DETAILS

SHEET NUMBER: **C-6**

REVISION: 1

TEP #: 274975



ACCESS ROAD DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

SBA SITE ID: FL28542-S
WM 1224 CREIGHTON RD

2650 CREIGHTON RD
PENSACOLA, FL 32504
(ESCAMBIA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA#: 31011

ZONING
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
1	04-13-23	ZONING DRAWINGS
0	04-12-23	ZONING DRAWINGS

DRAWN BY: NPL | CHECKED BY: MJC

SHEET TITLE:

ACCESS ROAD DETAIL

SHEET NUMBER: **C-7**

REVISION: 1

TEP #: 274975

Vanguard® Medium FTS 370r LED

The Vanguard Medium FTS 370r is a red L-864 medium intensity LED obstruction lighting system for structures 150' to 1050' AGL (FAA tower types A1-A3). The system also meets FAA L-885 low intensity catenary requirements. It complies with CAR 621 2nd edition for medium intensity CL-864 flashing lights and ICAO 6th edition standards for medium intensity type B obstacle lights.

The FTS 370r uses a single cable for communications as well as beacon and marker power. Firmware can be upgraded for future compatibility with no need for controller modification. The single enclosure houses a low-voltage environment, removing the need for an interlock switch and allowing alarms to remain active when the door is open.

Standard Features

- Infrared (IR) lighting – NVG and NVIS compatibility using 850nm IR LEDs on the flashhead per FAA AC 150/5345-43J
- Interleaved LEDs and by-pass circuitry provide longer life by allowing the loss of individual LEDs up to the 25% limit
- Surge immunity of 25kA to withstand 99% of all lighting strikes
- Patented Fresnel optics to minimize ground scatter
- Ruggedized photodiode in metal housing with shielded cable
- Input power breaker switch eliminates replaceable fuses
- Aircraft Detection Lighting Systems (ADLS) interface
- Automatic failsafe switches to day mode if no mode change detected
- 4-line OLED backlit display for visibility in any lighting conditions
- Dry contact monitoring (day, night, marker, PED, GPS, comm alarms and mode status)
- Compliant with FAA AC 70/7460-1M and 1L
- 5-year warranty

System Options

- SMART card – monitor and control the system remotely, and receive full diagnostic information through LTE modem or ethernet-based connectivity. SNMP, Modbus or Eagle protocols may be used.
- LTE modem for improved communication stability
- Outdoor Wi-Fi antenna for onsite diagnostics and lighting inspections
- GPS synchronization
- Upgrade firmware remotely
- TECK90 support – provides protection from RF interference and damage on high-power broadcast towers up to 700' AGL

FTS 370r

SPECIFICATIONS

Regulatory Compliance	FAA AC 150/5345-43J L-864, L-885
	FAA AC 70/7460-1M
	ICAO Annex 14 6th edition Medium Intensity type B
	Transport Canada CAR 621 2nd edition CL-864
	DGAC L-864
	CSA
	CE
Input Voltage	100-240 VAC ±48 VDC (optional)
Frequency	50-60 Hz
FH Dimensions	15.8 dia. x 7.3” (400 dia. x 190.5 mm)
FH Weight	26.3 lbs (11.92 kg)
FH Aerodynamic Wind Area	99.1 in^2 (0.06 m^2)
Marker Power Consumption*	2.1 W (3.4 W with IR)
Marker Dimensions	9 x 2.8 x 2.1” (228.6 x 69.9 x 54.1 mm)
Marker Weight	1.6 lbs. (0.7 kg)
Controller Dimensions	23 x 17.1 x 6.4” (584.2 x 434.3 x 162.6 mm)
Controller Weight	44 lbs (20 kg)
Protection Rating	IP66, NEMA 4X

POWER CONSUMPTION

		Wattage (IR)	Flash Rate**	Flash Intensity
L-864	Night (red)	40 W (40 W)	20/30/40 fpm	2,000 ±25%ECD
L-885	Night (red)	50 W (50 W)	60 fpm	2,000 ±25%ECD

FAA RED TOWER LIGHTING

FAA AC 70/7460-1M

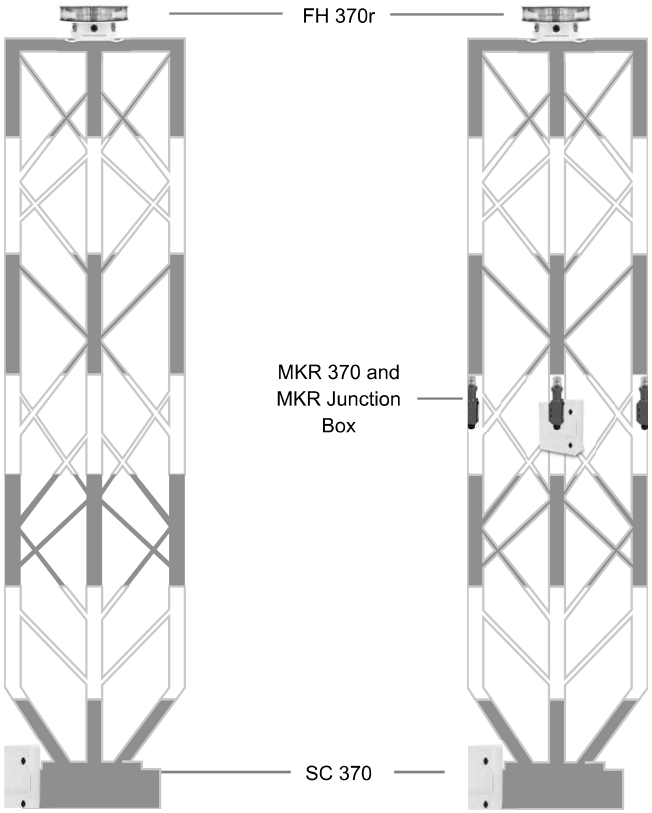
- **Tower Type A1:** 150-350’ including any appurtenances with 1 L-864 red/infrared medium intensity beacon and 2 or more L-810 red/infrared marker lights configured to flash in sync with the L-864 at 30 fpm
- **Tower Type A2:** 350-700’ including any appurtenances with 3 L-864 red/infrared medium intensity beacons at 30 fpm
- **Tower Type A3:** 700-1050’ including any appurtenances with 5 L-864 red/infrared medium intensity beacons at 30 fpm

FAA AC 70/7460-1L

- Same as 1L but no infrared requirement

FAA AC 70/7460-1K

- **Tower Type A1:** 150-350’ including any appurtenances with 1 L-864 red medium intensity beacon and 2 or more L-810 marker lights
- **Tower Type A2:** 350-700’ including any appurtenances with 3 L-864 red medium intensity beacons and 6 steady-burn L-810 marker lights (8 markers if square)
- **Tower Type A3:** 700-1050’ including any appurtenances with 5 L-864 red medium intensity beacons and 9 L-810 marker lights (12 if square)



FAA A1 Tower Type (1M and 1L) FAA A1 Tower Type (1K)

*Not included in system power consumption.

***Only 30 fpm is applicable for FAA-certified applications files under AC 70/7460-1M, and requires the use of L-810(f) depending on the height of the structure.*

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Vanguard® Medium FTS 370r LED

The Vanguard Medium FTS 370r is a red L-864 medium intensity LED obstruction lighting system for structures 150' to 1050' AGL (F M tower types A 1-A3). The system also meets F M L-885 low intensity catenary requirements. It complies with CAR 621 2nd edition for medium intensity CL-864 flashing lights and ICAO 6th edition standards for medium intensity type B obstacle lights.

The FTS 370r uses a single cable for communications as well as beacon and marker power. Firmware can be upgraded for future compatibility with no need for controller modification. The single enclosure houses a low-voltage environment, removing the need for an interlock switch and allowing alarms to remain active when the door is open.

Standard Features

- Infrared (IR) lighting - NVG and NVIS compatibility using 850nm IR LEDs on the flashhead per F M A C 150/5345-43J
- Interleaved LEDs and by-pass circuitry provide longer life by allowing the loss of individual LEDs up to the 25% limit
- Surge immunity of 25kA to withstand 99% of all lighting strikes
- Patented Fresnel optics to minimize ground scatter
- Ruggedized photodiode in metal housing with shielded cable
- Input power breaker switch eliminates replaceable fuses
- Aircraft Detection Lighting Systems (ADLS) interface
- Automatic failsafe switches to day mode if no mode change detected
- 4-line OLEO backlit display for visibility in any lighting conditions
- Dry contact monitoring (day, night, marker, PED, GPS, comm alarms and mode status)
- Compliant with F M A C 70/7460-1M and 1L
- 5-year warranty

System Options

- SMART card - monitor and control the system remotely, and receive full diagnostic information through LTE modem or ethernet-based connectivity. SNMP, Modbus or Eagle protocols may be used.
- LTE modem for improved communication stability
- Outdoor Wi-Fi antenna for onsite diagnostics and lighting inspections
- GPS synchronization
- Upgrade firmware remotely
- TECK90 support - provides protection from RF interference and damage on high-power broadcast towers up to 700' AGL

FTS 370r

SPECIFICATIONS

Regulatory Compliance	FAAAC 150/5345-43J L-864, L-885
	FAAAC 70/7460-1M
	ICAO Annex 14 6th edition Medium Intensity type B
	Transport Canada CAR 621 2nd edition CL-864
	DGAC L-864
	CSA
	CE
Input Voltage	100-240 VAC ±48 VDC (optional)
Frequency	50-60 Hz
FH Dimensions	15.8 dia. x 7.3" (400 dia. x 190.5 mm)
FH Weight	26.3 lbs (11.92 kg)
FH Aerodynamic Wind Area	99.1 in^2 (0.06 m^2)
Marker Power Consumption•	2.1 W (3.4 W with IR)
Marker Dimensions	9 x 2.8 x 2.1" (228.6 x 69.9 x 54.1 mm)
Marker Weight	1.6 lbs. (0.7 kg)
Controller Dimensions	23 x 17.1 x 6.4" (584.2 x 434.3 x 162.6 mm)
Controller Weight	44 lbs (20 kg)
Protection Rating	IP66, NEMA4X

POWER CONSUMPTION

		Wattage (IR)	Flash Rate••	Flash Intensity
L-864	Night (red)	40W(40W)	20/30/40 fpm	2,000 ±25%ECD
L-885	Night (red)	50W(50W)	60fpm	2,000 ±25%ECD

FAA RED TOWER LIGHTING

FAA AC 70/7460-1M

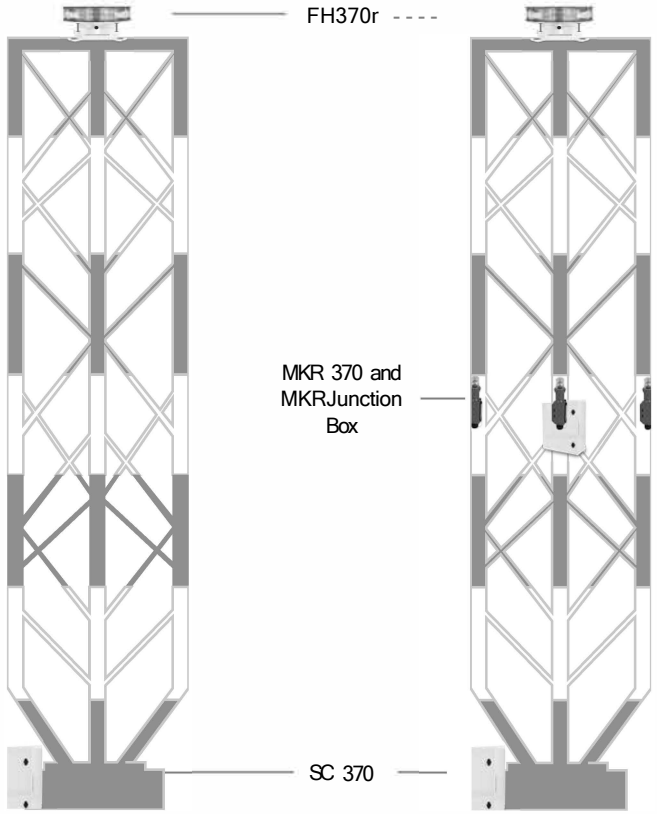
- **Tower Type A1:** 150-350' including any appurtenances with 1 L-864 red/ infrared medium intensity beacon and 2 or more L-810 red/infrared marker lights configured to flash in sync with the L-864 at 30 fpm
- **Tower Type A2:** 350-700' including any appurtenances with 3 L-864 red/ infrared medium intensity beacons at 30 fpm
- **Tower Type A3:** 700-1050' including any appurtenances with 5 L-864 red/ infrared medium intensity beacons at 30 fpm

FAA AC 70/7460-1L

- Same as 1L but no infrared requirement

FAA AC 70/7460-1K

- **Tower Type A1:** 150-350' including any appurtenances with 1 L-864 red medium intensity beacon and 2 or more L-810 marker lights
- **Tower Type A2:** 350-700' including any appurtenances with 3 L-864 red medium intensity beacons and 6 steady-burn L-810 marker lights (8 markers if square)
- **Tower Type A3:** 700-1050' including any appurtenances with 5 L-864 red medium intensity beacons and 9 L-810 marker lights (12 if square)



FMA1 Tower Type (1M and 1L) FMA1 Tower Type (1K)

*Not included in system power consumption.

**Only 30 tpm is applicable for FM-certified applications files under AC 7017460-!M. and requires the use of L-810(t) depending on the height of the structure.

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Sec. 12-3-107. Conditional use permit.

(a) *Authorization and purpose.* The city council may, under the prescribed standards and procedures contained herein, authorize the construction of any use that is expressly permitted as a conditional use in a particular zoning district; however, the city reserves full authority to deny any request for a conditional use permit or to impose reasonable conditions on the use. Provisions for a conditional use permit are intended to establish a process for submitting a site plan for specific uses that require further review by the planning board and city council to assess the impacts of the proposed use on the surrounding neighborhood.

(b) *Applicability.*

(1) Conditional uses listed under zoning district regulations, or in this section for a specific land use type. Any proposed development or redevelopment of property within the R-1AAA, R-1AA, R-1A, R-ZL, R-2A, R-2, HR-1, HR-2, PR-1AAA, PR-2 and PC-1 zoning districts may apply for conditional uses listed under the zoning regulations for the district.

(2) Vacant public, semi-public, institutional, church or historically significant structures within the R-1AA, R-1A, R-ZL, R-2A and R-2 zoning districts. To allow for adaptive reuse of vacant public, semi-public, institutional, church or historically significant structure within the R-1AA, R-1A, R-ZL, R-2A and R-2 zoning districts which, by nature of its size, structural layout, site layout or other unique features, could not feasibly be redeveloped for adaptive reuse under existing zoning regulations, a conditional use permit may be granted. Redevelopment of an existing building may occur within its existing footprint or may be expanded subject to compliance with the lot coverage, intensity and height standards for the applicable zoning district. Existing buildings that exceed 45 feet may be redeveloped within the existing building envelope height; buildings that are less than 45 feet in height may not be expanded to exceed 45 feet in height. The following uses or combinations of uses shall be eligible to apply for a conditional use permit:

a. Any type of residential development at a maximum density of 35 units per gross acre, dormitories.

b. Child care facilities, nursing homes, rest homes, convalescent homes.

c. Studios, with no outside storage or work permitted.

d. Banks, office buildings.

e. Restaurants.

f. Retail food and drugstores; personal service shops; clothing and fabric stores; home furnishing stores, hardware and appliance stores; specialty shops; pastry shops; floral shops.

g. Fitness centers, martial arts studios.

h. Laundry and dry-cleaning pick-up stations.

(3) Mobile restaurant facilities may be permitted on private property having frontage on South Palafox Place in the area located between the southern right-of-way line of Main Street and Pensacola Bay. Mobile restaurant facilities shall only be permitted as an accessory use to an adjacent existing and operational restaurant subject to the following conditions:

a. Mobile restaurant units will be permanently fixed to the ground (the attachments can be removed in the event the mobile restaurant needs to be moved due to lease termination or declaration of emergency).

b. Storage areas and mechanical equipment shall be screened from view.

c. Mobile restaurant units shall be connected to the sewer system and utilize a grease trap.

d. Mobile restaurant units shall have permanent restrooms provided for customers via the adjacent principal restaurant use.

e. Mobile restaurant development sites shall provide one customer seat per linear foot of mobile unit on site.

f. In addition to minimum landscaping requirements, mobile restaurant development sites shall provide both hardscape and landscape details with sufficient quality of design to create a formalized outdoor plaza environment. This shall be accomplished through the incorporation of grated tree wells for the planting of shade and canopy trees within outdoor seating areas. Outdoor seating areas shall be constructed with a minimum of 40 percent decorative architectural pavers comprising the overall seating area.

g. Each individual mobile restaurant unit shall have a water source located within 30 feet behind the structure.

h. Mobile restaurant units shall be allowed one menu attached to the facade not to exceed 16 square feet and one identifying sign not to exceed 25 square feet.

i. There will be a maximum of four mobile restaurant units per development site. If a mobile restaurant development site has more than one mobile restaurant unit on the parcel then all mobile restaurant units will be of a consistent design, size, and color. Mobile restaurant units and associated developments shall comply with the regulations and reflect the character of the district in which they are located. Accent features to distinguish unique culinary concepts are encouraged.

j. Mobile restaurant units shall not occupy more than 25 percent of the overall development site area.

k. Underground utilities shall be required for each mobile restaurant unit. Generators are not permitted with the exception of during the course of emergencies and power outages.

l. A designated screened dumpster area shall be located within 500 feet of a mobile restaurant unit.

(c) *Requirements.* Applicants for a conditional use must submit development plans in accordance with section 12-3-120. The conditional use development plan shall meet all design standards as required by section 12-3-121 and is encouraged to meet all design guidelines established in the same section. A building permit shall not be issued for a conditional use until the city council has approved the final development plan.

(d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the following standards have been met:

(1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map or regulation adopted by the city council.

(2) The proposed use will not adversely affect the public health, safety or welfare.

(3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.

(4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.

(5) The proposed use will not create undue traffic congestion.

(6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

(e) *Conditions.* The city council may prescribe appropriate conditions and restrictions upon the property benefitted by the conditional use approval as may be necessary to comply with the standards set out in subsection (d) of this section, to reduce or minimize any potentially injurious effect of such conditional use upon the property in the neighborhood, and to carry out the general purpose and intent of these regulations. Failure to comply with any such condition or restriction imposed by the city council shall constitute a violation of these regulations. Those conditional uses that the city council approves subject to conditions, shall have specified by the city council the time allotted to satisfy such conditions. In approving any conditional use, the city council may:

(1) Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.

(2) Establish special or more stringent buffer, yard or other open space requirements.

(3) Designate the size, number, location or nature of vehicle access points.

(4) Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.

(5) Designate the size, height, location or materials for a fence or wall.

(6) Specify the period of time for which such approval is valid for the commencement of construction of the proposed conditional use. The city council may, upon written request, grant extensions to such time allotments not exceeding six months each without notice or hearing.

(Code 1986, § 12-2-78; Ord. No. 33-95, § 8, 8-10-1995; Ord. No. 6-02, §§ 1, 2, 1-24-2002; Ord. No. 05-12, § 1, 4-12-2012; Ord. No. 29-16, § 1, 10-13-2016)

Sec. 12-3-108. Conditional use permits for placement of personal wireless antennas, rooftop-mounted antennas, or communications towers.

(a) *Purpose.* This section establishes procedures and standards for reviewing requests for conditional use permits for the placement of communications towers, personal wireless antennas, rooftop-mounted antennas, and related equipment cabinets.

(b) *Applicability.* The city council may, under the prescribed standards and procedures contained herein, authorize the construction of communications towers, personal wireless antennas, rooftop-mounted antennas, and related equipment cabinets where such use is expressly permitted as a conditional use in a particular zoning district; however, the city reserves full authority to deny any request for a conditional use permit or to impose reasonable conditions on the use. Applications for conditional use approval under this section must first be approved by any applicable review board.

(c) *Cost recovery.* The city may require any applicant for a conditional use permit under this section to reimburse the city for all costs and consultants fees associated with the processing of the application, including, but not limited to, visual impact analysis, co-location analysis, analysis of the applicants ability to provide service without the facility, inspections, plan review, and land use compatibility.

(d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the standards prescribed in section 12-3-107(d) have been met. Additionally, conditional use permit applications under this section must demonstrate to the city council that, without the grant of a conditional use permit, the applicant will be unable to provide personal wireless services within the area of the city that would be served by the proposed personal wireless facility.

(e) *Site plan requirements.*

(1) The applicant shall submit a proposed siting plan including the following information to the planning services department:

a. A map of the service area for the proposed facility.

b. A map showing other existing or planned facilities used by the applicant to provide personal wireless services, including the height, mounting style and number of antennas on each facility.

c. A description of the need for the proposed facility, including a precise description of any area in which service would not be available without construction of the proposed facility.

d. A map identifying all zoning districts and protected areas within one-half mile of the proposed facility.

e. A map showing any personal wireless towers then existing or under construction that are located within a one-mile radius of the proposed facility.

f. A description of any efforts to co-locate the proposed facility on any personal wireless tower then existing or under construction, including engineering information and correspondence from the existing tower describing why co-location is not possible.

g. A map showing any structures over 40 feet high that are located within a one-mile radius of the proposed facility.

h. A description of any efforts to locate the proposed facility on any existing structure, including engineering information and correspondence from the owners of any such structures describing why installation of the proposed facility on the structure is not possible.

i. A map showing other potential locations for the proposed facility that have been explored by the applicant, including a description of why the proposed site is superior. The application shall include in this discussion an analysis of visual aspects, setbacks, and proximity to single-family residences and protected areas.

j. A description of any planned use of stealth technology.

k. A description of efforts to minimize the diameter and mass of any proposed structure, including engineering information related to these efforts.

l. A description of any equipment cabinet and any other ancillary equipment, a description of the function of the equipment, and an explanation of the reasons for any need to co-locate it at the proposed site.

m. A photographic simulation of the proposed site after construction of the proposed facility.

n. In the case of rooftop facilities, a drawing in which a sight-line is drawn from the closest facade of each building, private road or right-of-way within 500 feet of the proposed facility to the highest point of the proposed facility. Each sight-line shall be depicted in profile, drawn at one inch equals 40 feet unless otherwise specified by the planning services department. The profiles shall show all intervening trees and structures.

(2) All applications for conditional use permits for personal wireless antennas or communications towers shall comply with conditional use requirements established in section 12-3-120.

(f) *Conditions.* In granting any conditional use permit under this section, the city council may prescribe conditions and restrictions upon the property benefitted by the conditional use as provided in section 12-3-107(e). In addition, the following conditions shall be mandatory:

(1) All conditional use permits granted under this section shall expire a maximum of five years after the date of city council approval. Prior to expiration of any use permit, the applicant shall be responsible for initiating a review of the permitted facility. The applicant shall bear the burden of demonstrating that changes in technology, after taking economic considerations into account, have not minimized or eliminated the need for the permitted facility. If a new use permit is not granted, the applicant shall remove the facility in accordance with this chapter.

(2) All conditional use permits shall include appropriate stealth technology requirements.

(g) *Siting on city property.* Personal wireless facilities to be located on city property shall be exempt from the provisions of section 12-3-67(g), provided that the owner of the facility enters into a lease with the city providing for the payment of compensation and compliance with such conditions, including, without limitation, requirements for co-location and stealth technology, if applicable, that the city deems reasonable in light of the character of the site and the surrounding area.

(Code 1986, § 12-2-79; Ord. No. 27-98, § 4, 7-23-1998; Ord. No. 6-02, § 1, 1-24-2002)

Department:	Comments:
Planning	No issues or concerns.
FIRE	No issues or concerns.
PW/E	No issues or concerns.
Surveyor	***RESOLVED*** Request for clarification on Power Company (page 1). ***[Applicant Response]*** *Cover page revised to show accurate information.* **All survey comments have been addressed.**
Inspection Svcs	I spoke to Ken Ibold at the Airport and they will need to file form 7460-1 with the FAA.
Pensacola Energy	No issues or concerns.
ECUA	ECUA has no objections or comments to the conditional use of the proposed cell tower.
FPL	No issues or concerns.
ATT	No issues or concerns.
Airport	After further investigation by Roy Remington, the Airport withdraws any objection to the tower as currently proposed. FAA's Flight Procedures department has concluded there are no adverse effects to our Instrument Approach Procedures as currently in place or as may be upgraded in the future.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-167 | Planning Board | 2/13/2024

DISCUSSION

SUBJECT:

Staff Update on the Land Development Code Assessment by Inspire Placemake Collective

ATTACHMENTS:

None