

2012-R-014

Applicant and/or Property Owner:	The Beach Condo Owners Association
Representative:	Pat Blackshear, FAICP, Blackshear Planning, Inc.
Existing Zoning:	NB-HD (Navarre Beach High Density Residential)
Requested Zoning:	NB-C (Navarre Beach Commercial)
Existing FLUM:	NB-HDR (Navarre Beach High Density Residential)
Requested FLUM:	NB-C (Navarre Beach Commercial)

STAFF ANALYSIS

Part I. General Information:

Applicant: The Beach Condo Owner's Association
Larry Ankeney, President

Representative: Pat Blackshear, FAICP
Blackshear Planning, Inc.

Project Location: 8459 Gulf Blvd, Navarre Beach

Parcel Number: 28-2S-26-9160-00000-0140

Parcel Size: 1.60 acres +/-

Purpose: The applicant states in the application "this rezoning/small scale amendment is before the Board for the purpose of developing an upscale hotel that will enhance the value of the existing adjacent properties and beautiful beaches on Navarre Beach."

Requested Action: Amendment of the Land Development Code Official Zoning Map changing the zoning district of 1.60 acres on Navarre Beach from NB-HDR (Navarre Beach High Density Residential) to NB-C (Navarre Beach Commercial)

Existing Zoning Description: This parcel is approximately 1.60 acres and currently zoned NB-HD which was designated primarily for a high population density residential area. Uses allowed within this portion of the parcel include single and multifamily development of no more than 30 dwelling units per acre and those permitted uses in the preceding zoning district.

Proposed Zoning Description: The NB-C zoning district allows a mix of uses including high density residential, retail businesses, personal service establishments, restaurants, lounges, professional and business offices, commercial amusement establishments, shopping centers, indoor theaters, commercial piers and marinas, and hotels and motels.

Existing FLUM: NB-HDR (Navarre Beach High Density Residential)

Proposed FLUM: NB-C (Navarre Beach Commercial)

Current Use of Land: Vacant

Surrounding Zoning: The subject property is surrounded by NB-HD (Navarre Beach High Density) to the east and west and by NB-C (Navarre Beach Commercial) to the north.

Rezoning History: In 2004, the properties to the northwest and east of the subject property were rezoned by the County as recommended in the Navarre Beach Master Plan (2004-R-047 and 2004-R-044).

Part II. Data and Analysis (Consistency with the Santa Rosa County Comprehensive Plan):

A. Infrastructure Availability:

Because the intensity of the previous use is similar to the proposed zoning, the requested rezoning is not expected to create infrastructure capacity problems for water, sewer, traffic, and solid waste. A letter of availability from the Navarre Beach Water & Sewer Department was received for this parcel.

B. Compatibility:

Policy 5.1.C.8 of the Comprehensive Plan states:

“The County shall continue to utilize the Future Land Use Map amendment, rezoning, conditional use and special exception approval process to assure that new proposed land uses are compatible with existing residential uses, and will not significantly contribute to the degradation of residential neighborhoods.”

Currently, parcels to the east are developed as high density residential, the parcel adjacent and to the west is vacant, and property to the north across Gulf Boulevard is commercial. The proposed use is consistent with surrounding, existing, and permitted uses.

This parcel is located within the Navarre Beach Commercial Core district as defined in the Land Development Code.

C. Suitability:

Policy 3.1.E.6 of the Comprehensive Plan states:

“The County shall use the latest version of the Flood Damage Prevention Ordinance promulgated by the FEMA to determine the location of the 100-year floodplain and flood prone areas and development shall be limited in those areas, consistent with FEMA requirements.”

The National Wetlands Inventory Map does not indicate the possibility of wetlands located on the site. Any development of the site will be consistent with FEMA requirements.

The property is located within a FEMA Zone AE 11 BFE. New development shall comply with current FEMA and Florida Building Code construction standards and will be limited in flood prone areas to ensure compliance with this policy and all applicable regulations.

D. Urban Sprawl

Policy 3.1.G.4 of the Comprehensive Plan states:

“No future land use category may be changed and no rezoning may be approved unless a finding is made that the change in land use or land use classification or zoning category will promote compact development and discourage urban sprawl. The Santa

Rosa County Board of County Commissioners shall be responsible for making such finding upon receipt of a report from the LPA.”

This rezoning application would not result in a finding of urban sprawl under the proposed NB-C zoning classification.

E. Lease Agreement

Objective 3.1.I of the Comprehensive Plan states:

“Maintain consistency between development regulations imposed on Navarre Beach with the general covenants and restrictions attached to the lease agreements for private sector improvements to property on Navarre Beach.”

The lease agreement for the subject property allows hotel development as proposed by the applicant.

F. Navarre Beach Master Plan

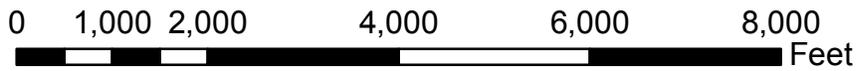
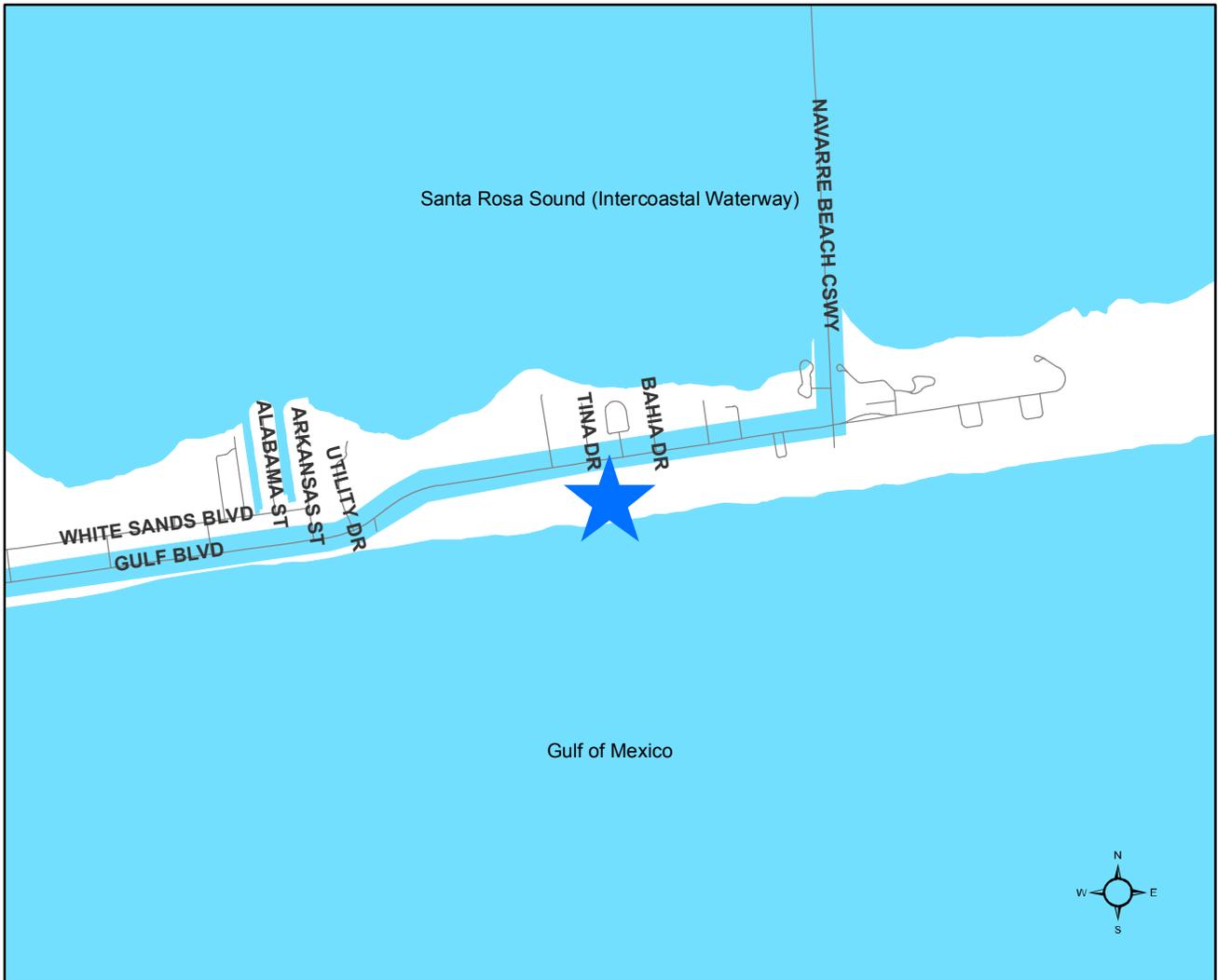
As indicated in the application for Rezoning, a hotel is the desired land use. Again, this parcel is located within the Navarre Beach Commercial Core district as defined in the Land Development Code.

The Navarre Beach Master Plan, Subsection 5.B.8.2: Motels/Hotels, states “During the public input phase of the planning process, numerous comments were received and discussions held regarding the provision of additional motel/hotel space at Navarre Beach. Among other things, it is noted that while many of the individually owned dwelling units are in rental programs, most have minimum stay requirements and do not attract local visitors or those with time constraints. Thus, a majority of the visitors using accommodations on Navarre Beach stay for three days or more. The increased costs associated with extended stays tend to inhibit local, over-night visitors, young families, and those with only one or two days of available time. The provision of additional motels rooms is intended to make visiting Navarre Beach more accessible to all citizens.

As a result of the public input and in order to increase the potential for the provision of affordable, family styled motel or hotel facilities, two main areas have been designated for such uses. Both areas are within the “Commercial Core Area” and near the middle of Navarre Beach close to shopping and services. Hotel and motel land uses are allowed in both the proposed Mixed Residential Commercial and Commercial categories. In fact, the proposed Mixed Residential Commercial category requires a 30% mix of commercial development. Also, one of these areas is adjacent to the expanded public use area, which contains the Fire Department, Navarre Beach administrative offices and the sewer plant. The public uses function best if buffered from residential uses and the provision of a motel facility with other development options tends to provide the optimum buffer and more compatible land uses.”

2012-R-014

Location

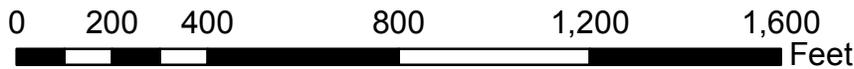
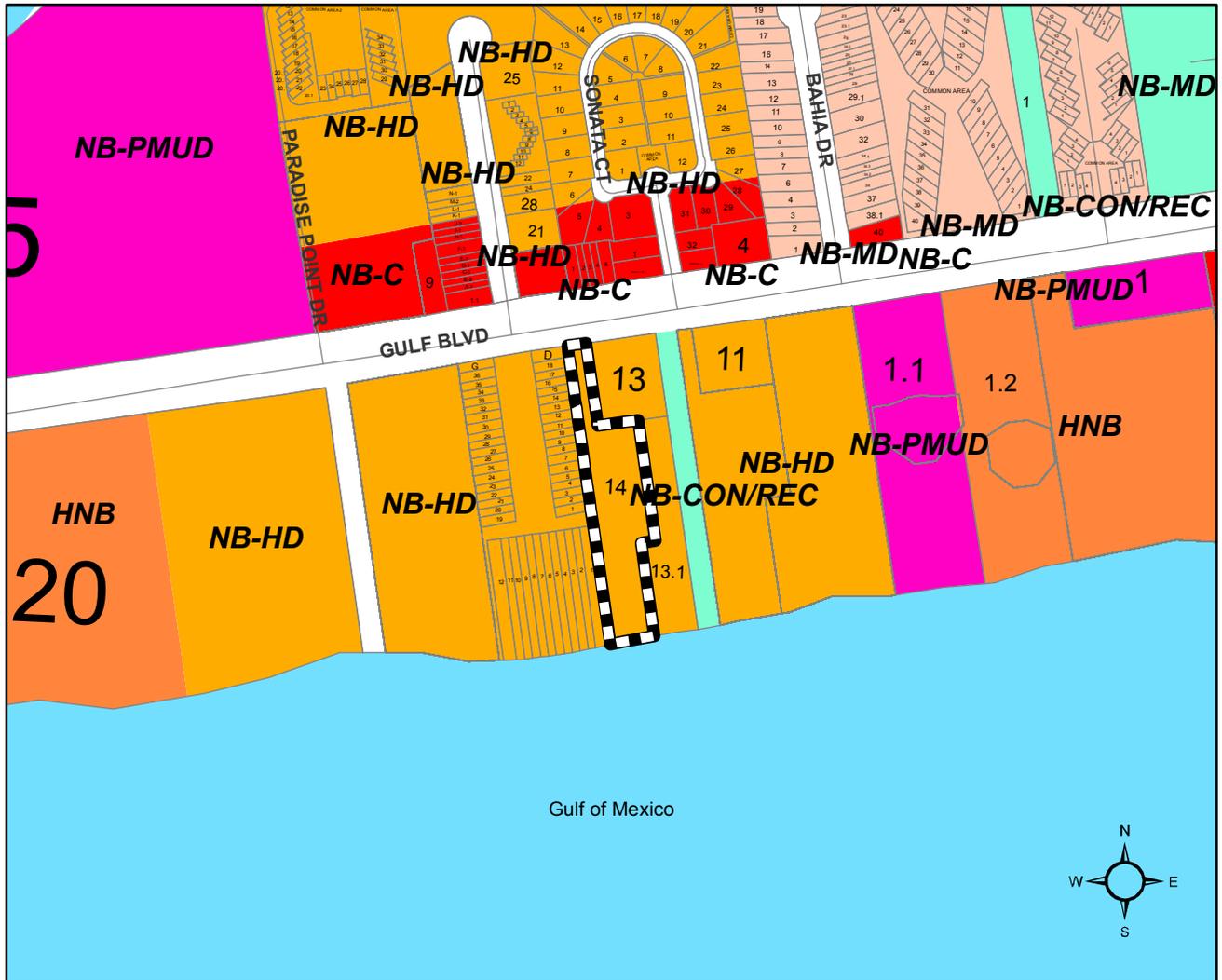


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2012-R-014 Zoning Map



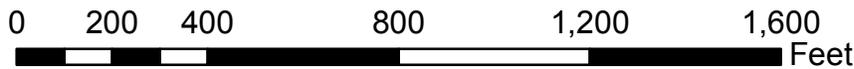
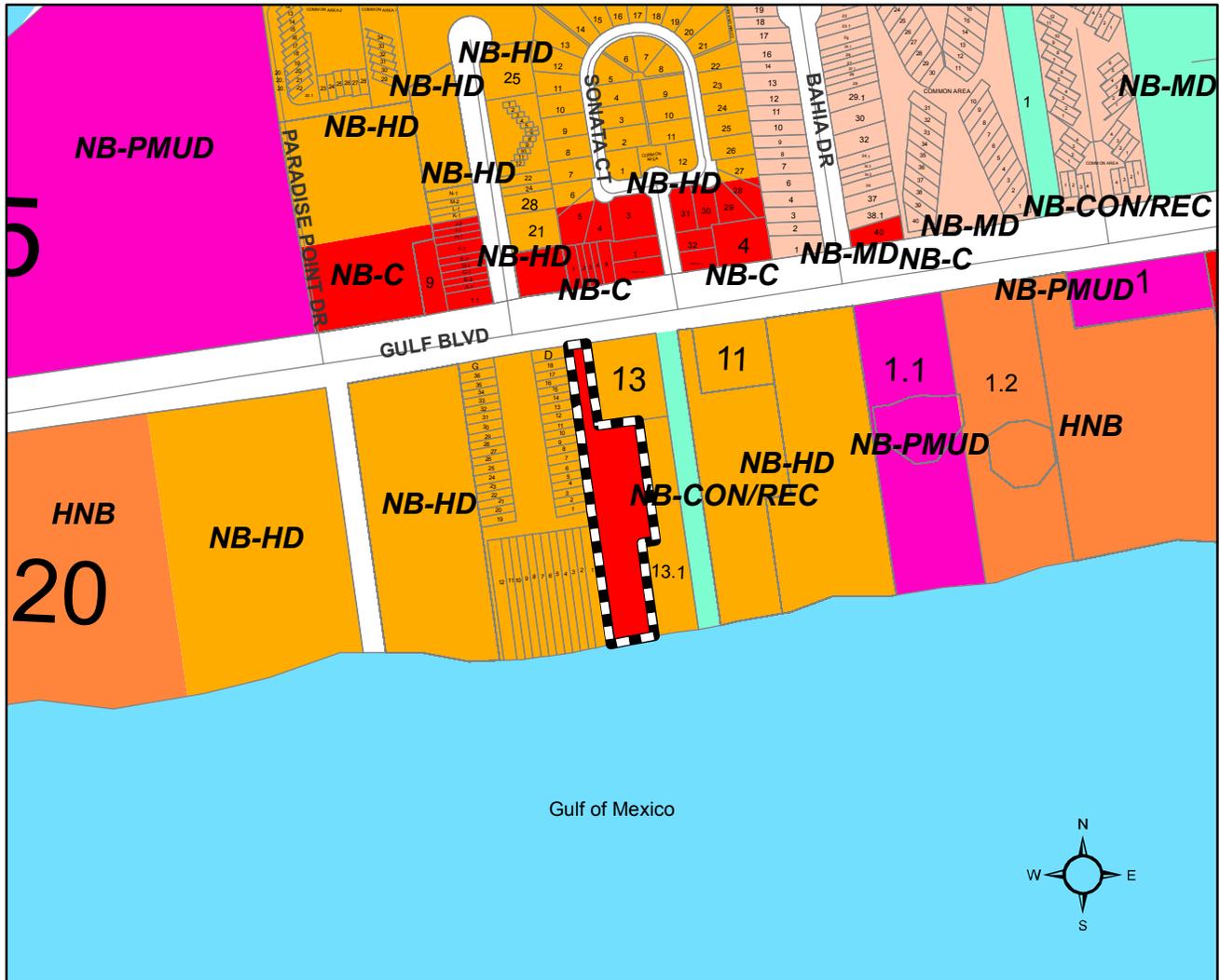
Legend

Agriculture/Rural Residential (AG)	General Industrial (M-2)	Single Family Residential (R-1A)	Hotel - Navarre Beach
AG within an Accident Potential Zone (AG-APZ)	M2 within an Accident Potential Zone (M2-APZ)	Mixed Residential Subdivision (R-1M)	Navarre Beach - High Density
Agriculture (AG2)	Planned Industrial Development (PID)	R1M within an Accident Potential Zone (R1M-APZ)	Navarre Beach - Medium Density
AG2 within an Accident Potential Zone (AG2-APZ)	Neighborhood Commercial (NC)	R1M within the Heart of Navarre (R1M-HON)	Navarre Beach - Planned Mixed Use Development
Marina (C-1M)	NC-APZ	Medium Density Residential (R-2)	Navarre Beach - Conservation/Recreation
Marina and Yacht Club (C-2M)	NC within the Heart of Navarre (NC-HON)	R2 within an Accident Potential Zone (R2-APZ)	Navarre Beach - Single Family
Historical/Commercial (HC-1)	Passive Park (P-1)	R2 within the Heart of Navarre (R2-HON)	Navarre Beach - Medium High Density
Highway Commercial Development (HCD)	P1 within the Heart of Navarre (P1-HON)	Medium Density Mixed Residential (R-2M)	Navarre Beach - Utilities
HCD within an Accident Potential Zone (HCD-APZ)	Active Park (P-2)	R2M within an Accident Potential Zone (R2M-APZ)	State
HCD within the Heart of Navarre (HCD-HON)	P2 within an Accident Potential Zone (P2-APZ)	R2M within the Navarre Town Center (R2M-NTC)	State within an Accident Potential Zone (STATE-APZ)
HCD with the Navarre Town Center (HCD-NTC)	P2 within the Heart of Navarre (P2-HON)	Medium High Density Residential (R-3)	RAIL
Historical/Single Family (HR-1)	Planned Business District (PBD)	Rural Residential Single Family (RR-1)	Right of Ways
Historical/Multiple Family (HR-2)	Planned Unit Development (PUD)	RR1 within an Accident Potential Zone (RR1-APZ)	Military
Restricted Industrial (M-1)	Single Family Residential (R-1)	Navarre Town Center 1 (TC1)	Water
M1 within an Accident Potential Zone (M1-APZ)	R1 within an Accident Potential Zone (R1-APZ)	Navarre Town Center 2 (TC2)	Municipal Boundaries
M1 within the Heart of Navarre (M1-HON)	R1 within the Heart of Navarre (R1-HON)	Navarre Beach - Commercial	

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2012-R-014 Proposed Zoning



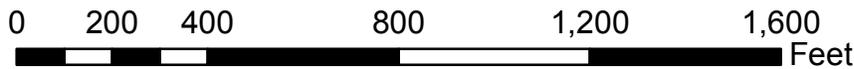
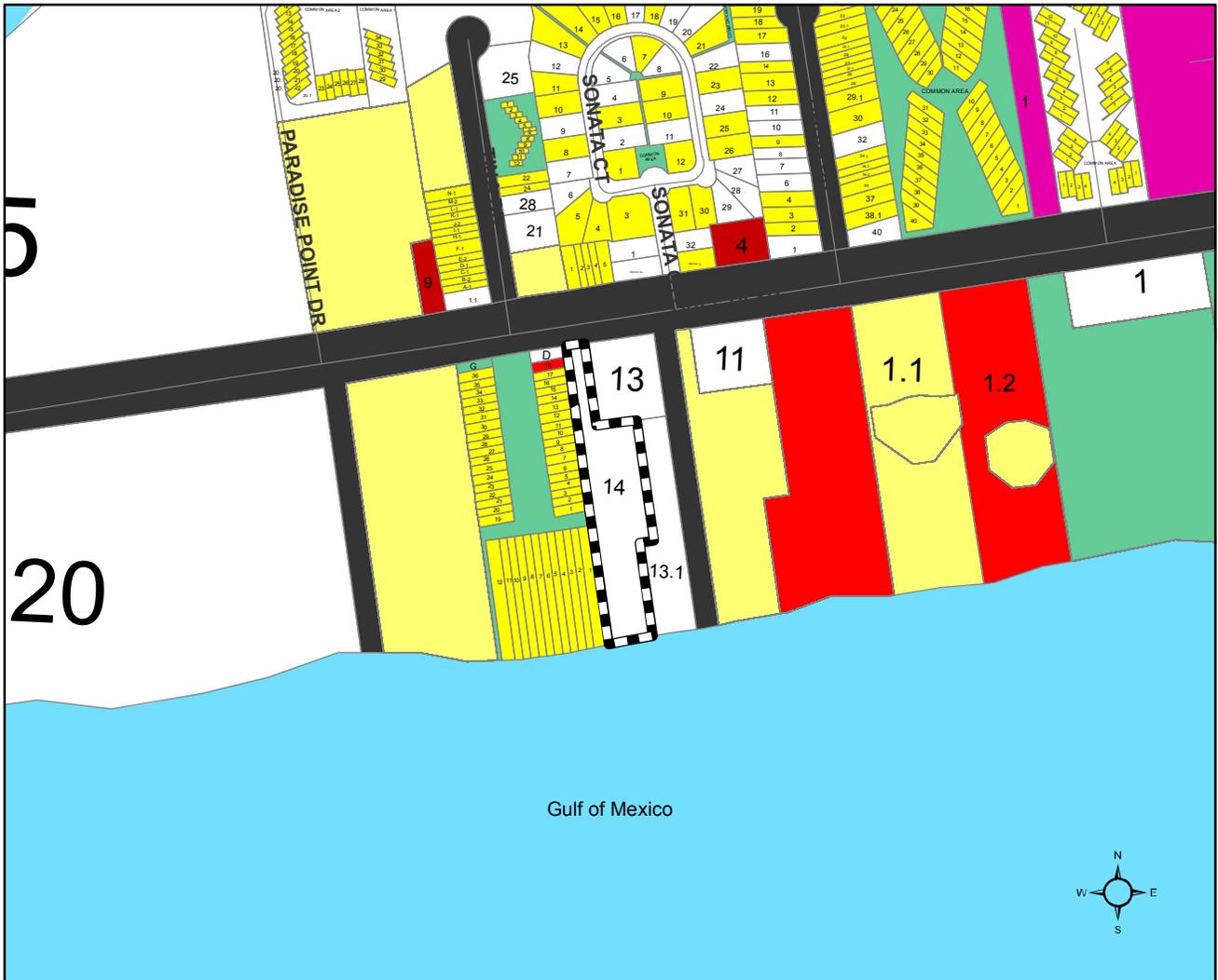
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Agriculture/Rural Residential (AG)	General Industrial (M-2)	Single Family Residential (R-1A)	Hotel - Navarre Beach
AG within an Accident Potential Zone (AG-APZ)	M2 within an Accident Potential Zone (M2-APZ)	Mixed Residential Subdivision (R-1M)	Navarre Beach - High Density
Agriculture (AG2)	Planned Industrial Development (PID)	R1M within an Accident Potential Zone (R1M-APZ)	Navarre Beach -Medium Density
AG2 within an Accident Potential Zone (AG2-APZ)	Neighborhood Commercial (NC)	R1M within the Heart of Navarre (R1M-HON)	Navarre Beach - Planned Mixed Use Development
Marina (C-1M)	NC-APZ	Medium Density Residential (R-2)	Navarre Beach - Conservation/Recreation
Marina and Yacht Club (C-2M)	NC within the Heart of Navarre (NC-HON)	R2 within an Accident Potential Zone (R2-APZ)	Navarre Beach - Single Family
Historical/Commercial (HC-1)	Passive Park (P-1)	R2 within the Heart of Navarre (R2-HON)	Navarre Beach - Medium High Density
Historical/Commercial (HC-1)	P1 within the Heart of Navarre (P1-HON)	Medium Density Mixed Residential (R-2M)	Navarre Beach - Utilities
Highway Commercial Development (HCD)	P2 within the Heart of Navarre (P2-HON)	R2M within an Accident Potential Zone (R2M-APZ)	State
HCD within an Accident Potential Zone (HCD-APZ)	P2 within an Accident Potential Zone (P2-APZ)	R2M within the Navarre Town Center (R2M-NTC)	State within an Accident Potential Zone (STATE-APZ)
HCD within the Heart of Navarre (HCD-HON)	P2 within the Heart of Navarre (P2-HON)	Medium High Density Residential (R-3)	RAIL
HCD with the Navarre Town Center (HCD-NTC)	Planned Business District (PBD)	Rural Residential Single Family (RR-1)	Right of Ways
Historical/Single Family (HR-1)	Planned Unit Development (PUD)	RR1 within an Accident Potential Zone (RR1-APZ)	Military
Historical/Multiple Family (HR-2)	Single Family Residential (R-1)	Navarre Town Center 1 (TC1)	Water
Restricted Industrial (M-1)	R1 within an Accident Potential Zone (R1-APZ)	Navarre Town Center 2 (TC2)	Municipal Boundaries
M1 within an Accident Potential Zone (M1-APZ)	R1 within the Heart of Navarre (R1-HON)	Navarre Beach - Commercial	2012-R-014
M1 within the Heart of Navarre (M1-HON)			

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2012-R-014 Existing Land Use



Legend



2012-R-014

Existing Land Use

CATEGORY

- Agriculture (AG)
- Agriculture, Homestead (AH)
- Condo's/Townhomes (C/T)
- City

- Commercial (COMM)
- Industrial
- Institutional (INST)
- Multi-Family Residential <5 (MFR<5)
- Multi-Family Residential >5 (MFR>5)
- Military
- Mixed Residential/Commercial (MRC)

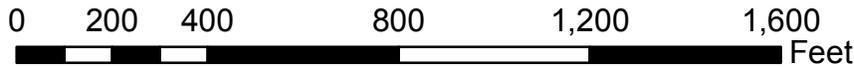
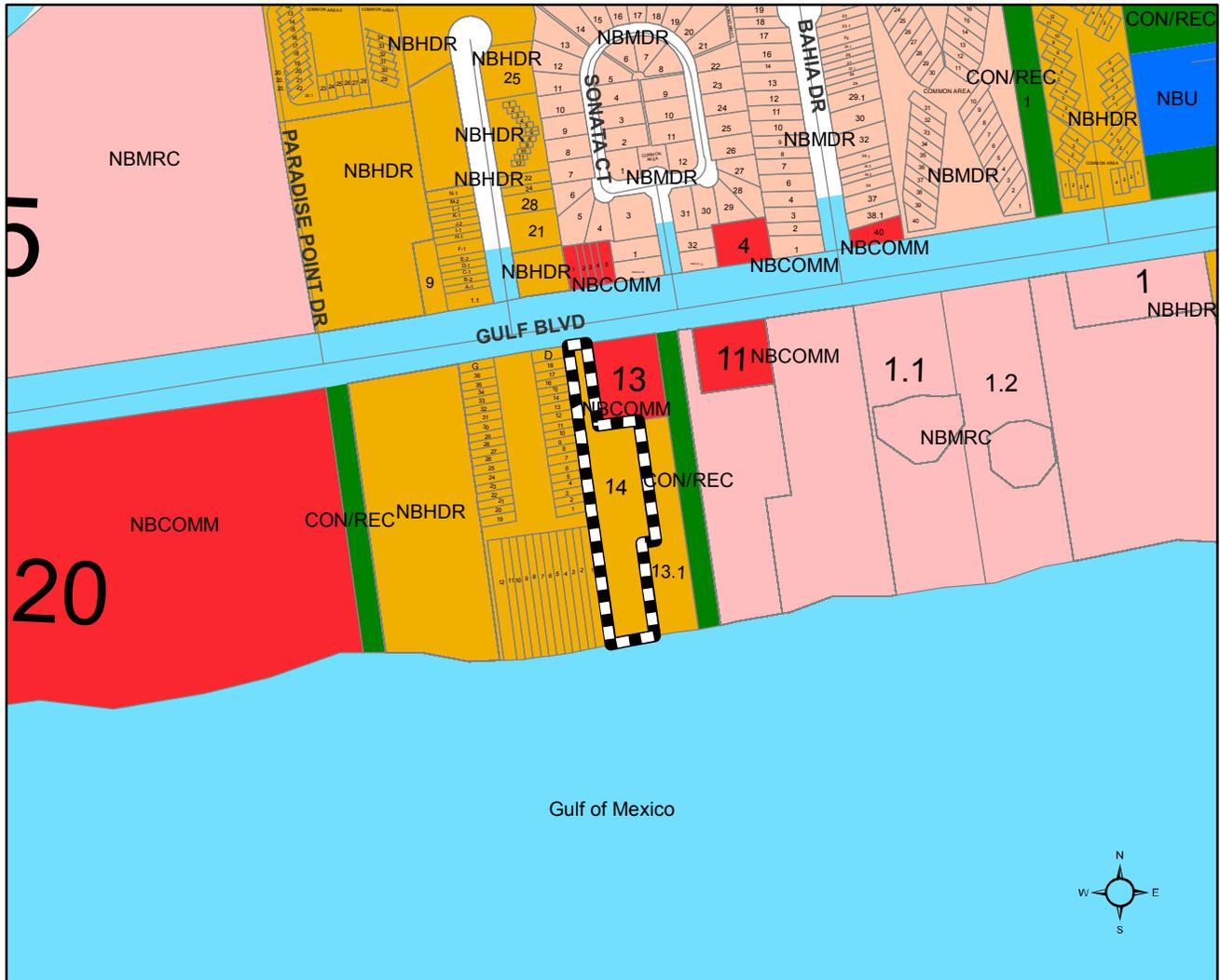
- Office
- Public Owned Property (POP)
- Rail
- Recreation/Commercial (REC/COMM)
- Recreation/Open Space (REC/OS)
- Right of Way (ROW)
- Single Family Residential (SFR)

- Silviculture (SILVICUL)
- Uncategorized (UNCAT)
- Utilities
- Vacant
- Water

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2012-R-014 Future Land Use Map



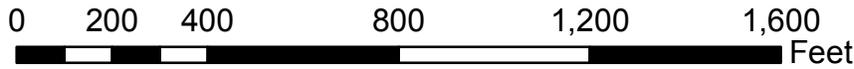
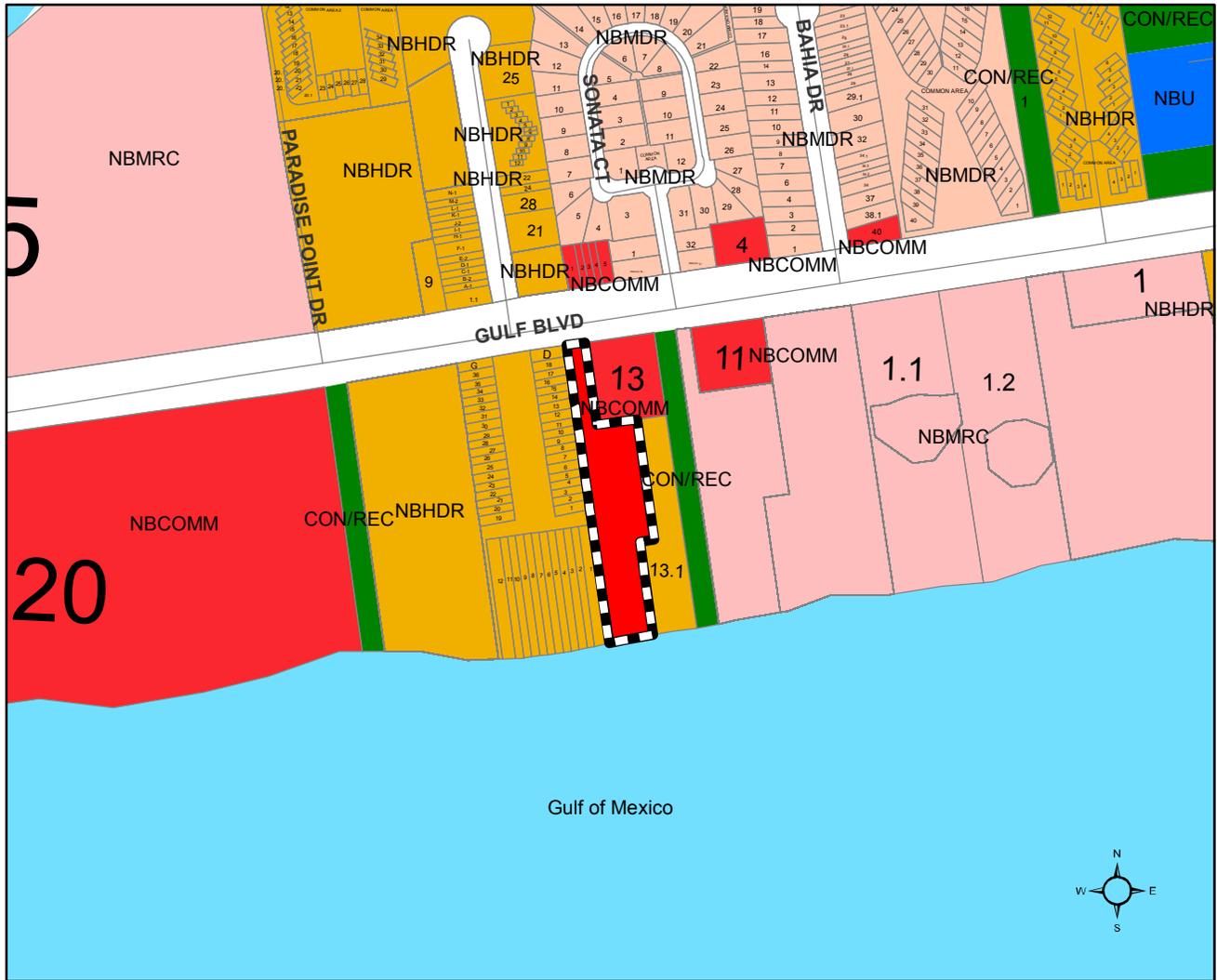
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2012-R-014	AGRICULTURE (AG)	MILITARY (MIL)
	SINGLE FAMILY RESIDENTIAL (SFR)	MIXED RESIDENTIAL COMMERCIAL (MRC)
	MEDIUM DENSITY RESIDENTIAL	NAVARRE BEACH COMMERCIAL (NBCOMM)
	RESIDENTIAL (RES)	NAVARRE BEACH LOW DENSITY RESIDENTIAL (NBLDR)
	COMMERCIAL (COMM)	NAVARRE BEACH MEDIUM DENSITY RESIDENTIAL (NBMDR)
	CONSERVATION/RECREATION (CON/REC)	NAVARRE BEACH MEDIUM/HIGH DENSITY RESIDENTIAL (NBMHDR)
	GP SINGLE FAMILY RESIDENTIAL (GPSFR)	NAVARRE BEACH HIGH DENSITY RESIDENTIAL (NBHDR)
	GP RURAL RESIDENTIAL (GPRR)	NAVARRE BEACH MIXED RESIDENTIAL/COMMERCIAL (NBMMRC)
	BAGDAD HISTORIC DISTRICT (HIS)	NAVARRE BEACH UTILITIES (NBU)
	INDUSTRIAL (INDUS)	CITY
	MARINA (MARINA)	RAIL
		WATER

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2012-R-014 Proposed Future Land Use Map



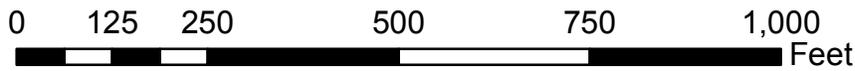
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2012-R-014	AGRICULTURE (AG)	BAGDAD HISTORIC DISTRICT (HIS)	NAVARRE BEACH MEDIUM/HIGH DENSITY RESIDENTIAL (NBMDR)
SINGLE FAMILY RESIDENTIAL (SFR)	INDUSTRIAL (INDUS)	MARINA (MARINA)	NAVARRE BEACH HIGH DENSITY RESIDENTIAL (NBHDR)
MEDIUM DENSITY RESIDENTIAL	MILITARY (MIL)	NAVARRE BEACH MIXED RESIDENTIAL/COMMERCIAL (NBMMRC)	NAVARRE BEACH UTILITIES (NBU)
RESIDENTIAL (RES)	MIXED RESIDENTIAL COMMERCIAL (MRC)	CITY	RAIL
COMMERCIAL (COMM)	NAVARRE BEACH COMMERCIAL (NBCOMM)	WATER	
CONSERVATION/RECREATION (CON/REC)	NAVARRE BEACH LOW DENSITY RESIDENTIAL (NBLDR)		
GP SINGLE FAMILY RESIDENTIAL (GPSFR)	NAVARRE BEACH MEDIUM DENSITY RESIDENTIAL (NBMDR)		
GP RURAL RESIDENTIAL (GPRR)			

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2012-R-014
Aerial (2010)



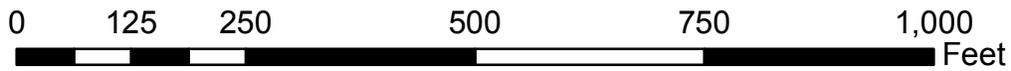
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2012-R-014
Aerial (2005)



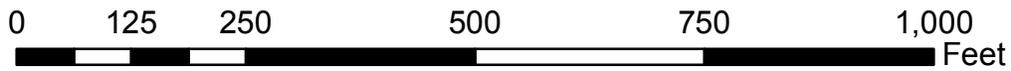
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 2012-R-014

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2012-R-014
Aerial (2001)



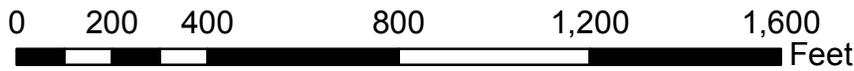
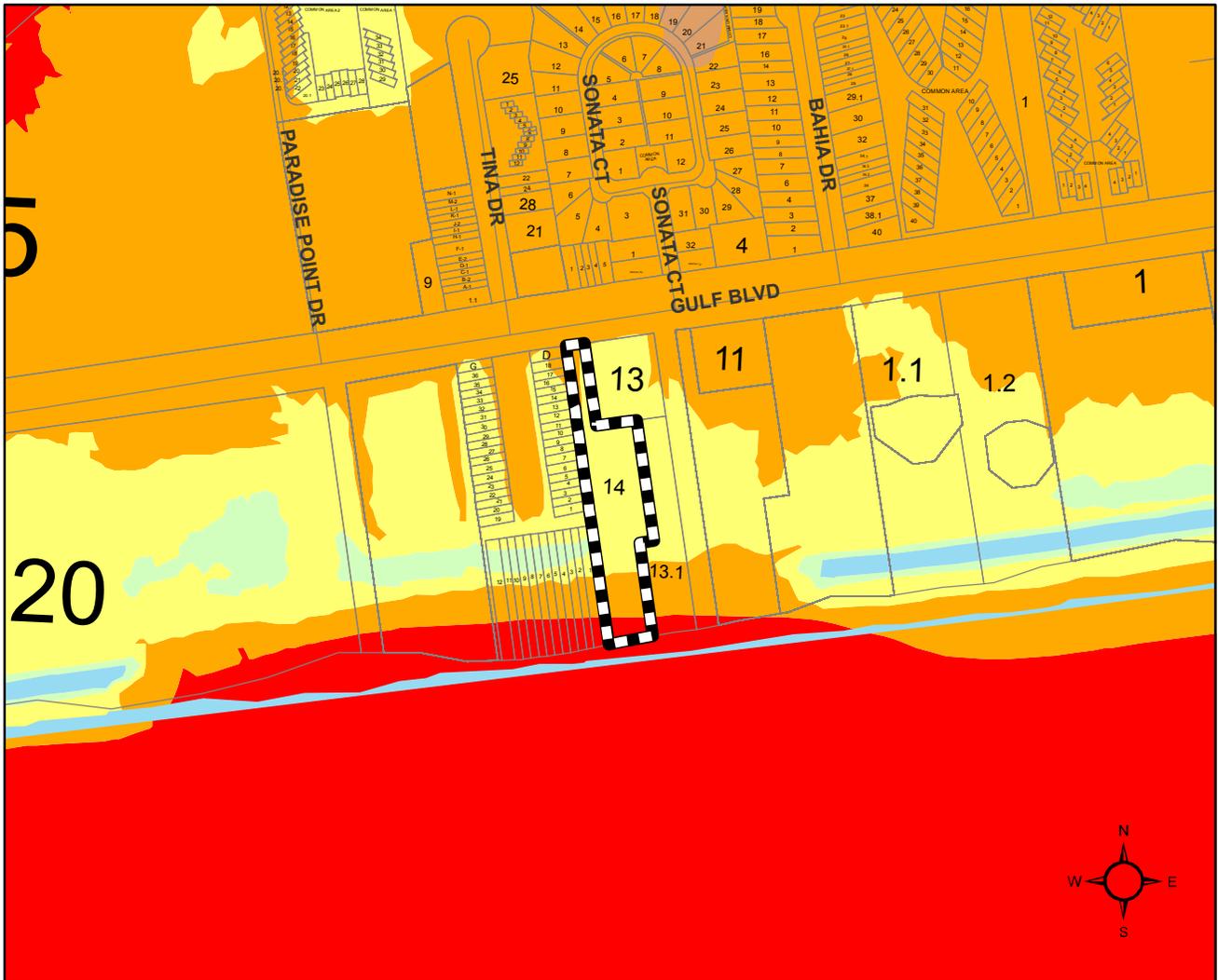
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2012-R-014 Surge Zone Data



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 2012-R-014

Santa Rosa County Storm Surge

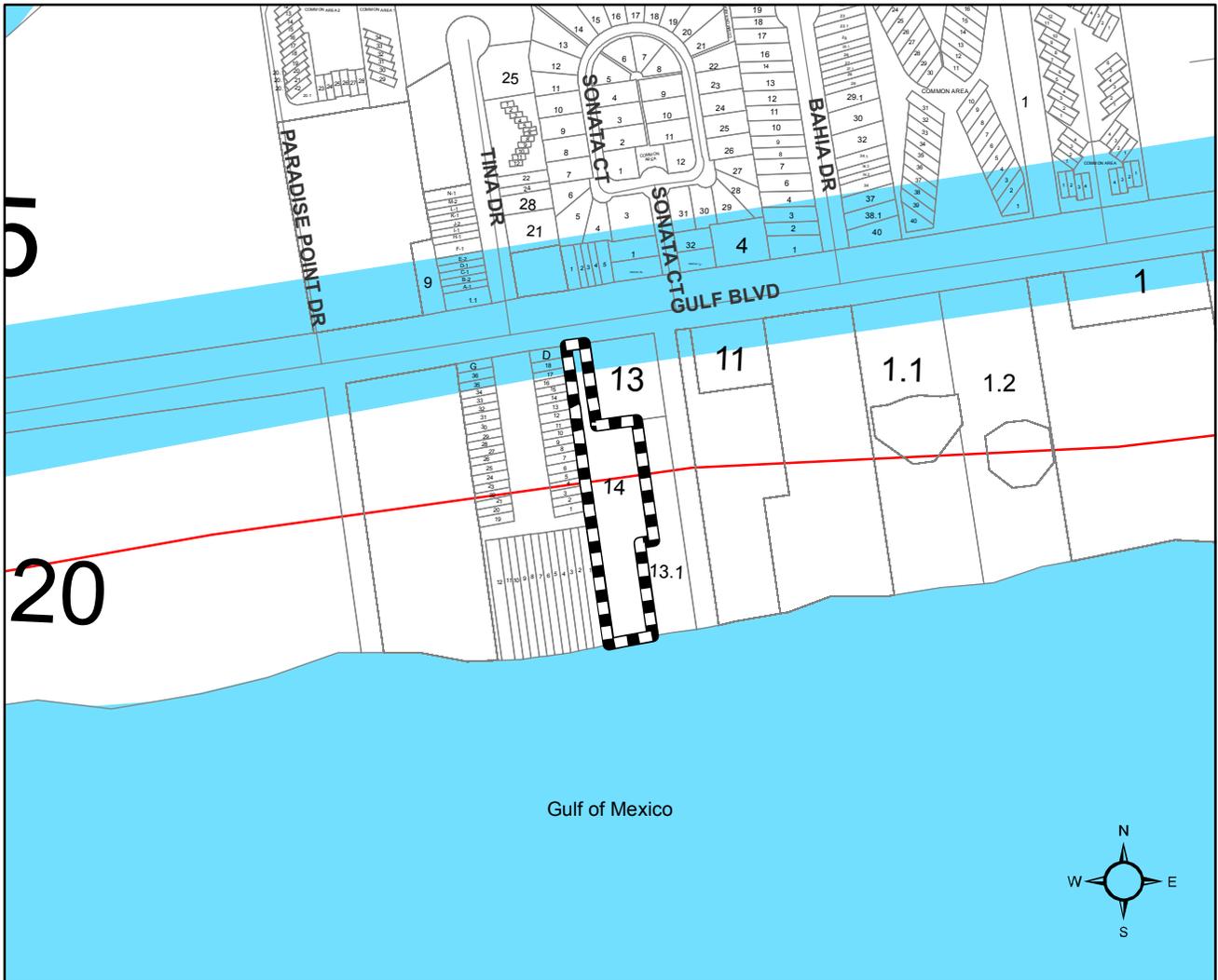
Category Level

-  1
-  2
-  3
-  4
-  5

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2012-R-014
Coastal Construction Control Line



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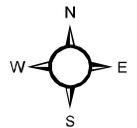
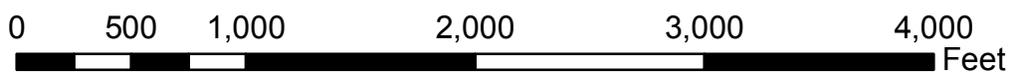
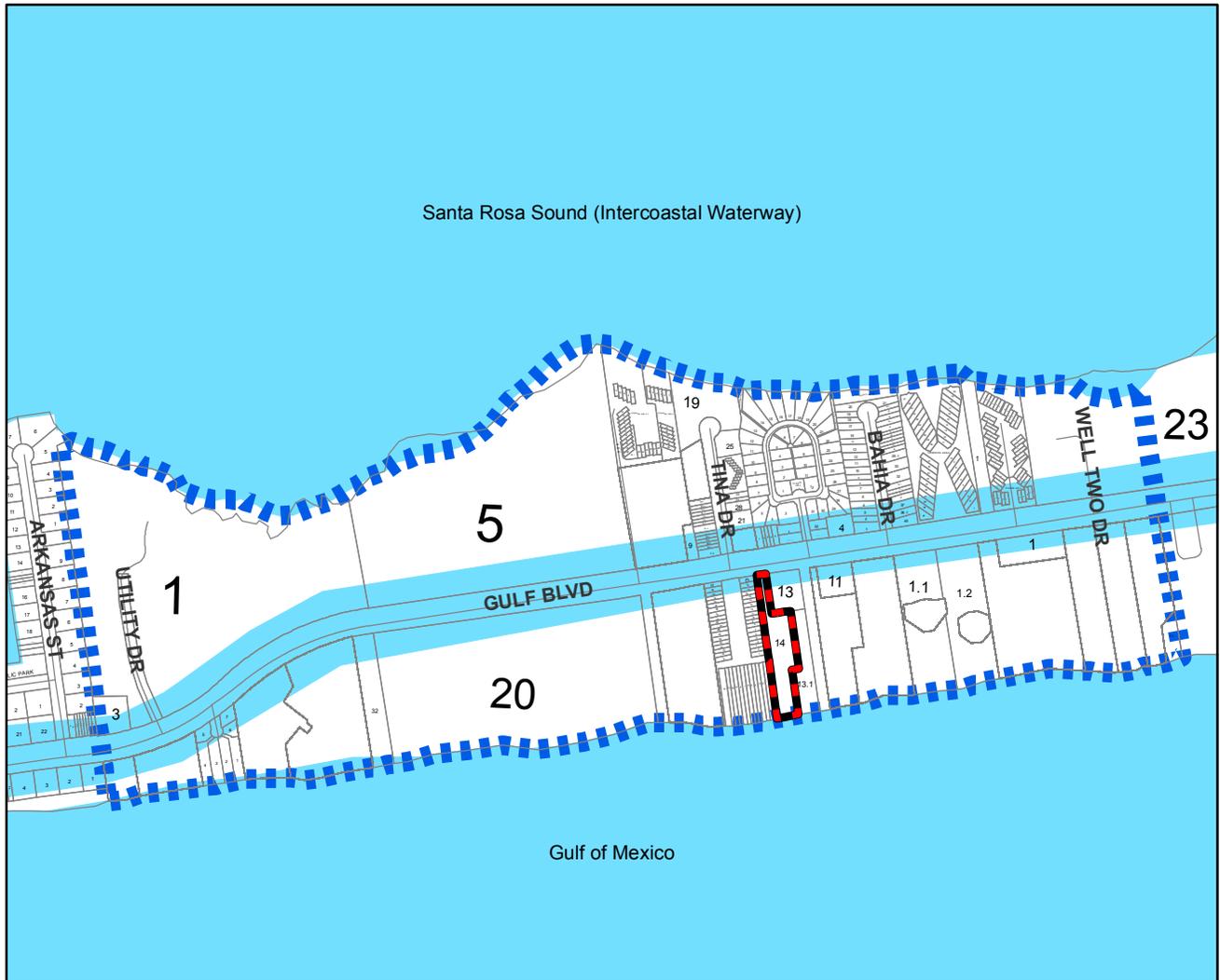
LAYER

— 86_CCCL

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2012-R-014
Navarre Beach Commercial Core Area



Legend

-  2012-R-014
-  Navarre Beach Core Comm Area

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Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Santa Rosa County Public Service Complex
6051 Old Bagdad Highway, Suite 202 Milton, Florida 32583
www.santarosa.fl.gov
Office: (850) 981-7000

2012 SEP 4 AM 11 34
Rhonda C. Royals
Building Official

Rezoning with Small Scale Future Land Use Amendment Application

* Application Instructions begin on Page 4

** For Official Use Only **	
Application No. <u>2012 - R - 014</u>	Date Received: <u>9-5-12</u>
Review Fee: \$ <u>4,100 + *579.20</u>	Receipt No.: <u>179 + 180</u>
Zoning District: <u>NBHD</u>	Proposed Zoning District: <u>NB-Comm</u>
FLUM Designation: <u>NBHD R</u>	Proposed FLUM Designation: <u>NB-Comm</u>

VD #4

Property Owner Property Owner Name: The Beach Condo Owners Association
Address: Larry Ankeney, President
4092 Rocky Drive
Niceville, Florida 32578
Phone: (850) 678-4139 Or 830-3486
Email larryank@yahoo.com

Applicant XX Check here and skip this section if the applicant is the Property Owner. Otherwise, complete this section and provide authorization from the Property Owner giving the Applicant the authority to pursue rezoning approvals and future land use map amendments.

YAA
8/30/12

Company – Agent: Blackshear Planning, Inc.
Contact Name: Pat Blackshear, FAICP
Address: 103 Gulf Point Road
Santa Rosa Beach, Florida 32459

Phone (850) 267-1662 office or Cell (850) 307-2873

Email: blackshearplanninginc@embarqmail.com

Property Information

Parcel ID Number(s): 28-2S-26-9160-00000-0140 See attached SR Property Card.

-OR-

Street Address of property for which the Rezoning is requested: 8459 Gulf Blvd. Navarre Beach, Florida

Subdivision Name : Parts of Lot 13 and Lot 14 Navarre Beach Subdivision, First Addition

Project Details

Size of parcel (in acres or square footage) to be considered for the Rezoning.

1.60 Acres per survey by Ruben Surveying & Mapping, Gulf Breeze, Fl. See attached.

Existing Zoning: Navarre Beach High Density Proposed Zoning: Navarre Beach Commercial

Existing Future Land Use Map Category: Navarre Beach High Density

Proposed Future Land Use Map Category: Navarre Beach Commercial Category

If the amendment is granted, the property will be used for (Please be as specific as possible):

No specific development plan has been prepared at this time; however, an upscale hotel is the desired land use. The applicant understands and desires to plan for an upscale project that would enhance the value of the existing adjacent properties and the beautiful beaches of Navarre Beach.

Facility Capacity Analysis

You must provide information concerning the site's access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control. If potable water and/or sewage are to be provided by a utility, you must attach a letter from the servicing utility provider that certifies adequate capacity is available to serve the site requested for rezoning.

Potable Water Source(check one):

- Private Water Well(s)
 - Private Community System
 - Public Water System
- Sewer See attached letter from Mr. Wallace.**

Provider: _____
Provider: **Navarre Beach Water &**

- Private Septic Tank(s)
 - Private Sewage System
 - Public Sewage System
- Sewer See attached letter from Mr. Wallace.**

Provider: _____
Provider: **Navarre Beach Water &**

School Capacity (for rezoning requests involving more than 10 acres of property or proposed for residential development of more than 10 dwelling units per acre):

Staff will submit a school impact analysis to the Santa Rosa County School Board requesting a determination of student capacity. In the event that there is not adequate capacity available as calculated, the School Board shall entertain proportionate share mitigation; and, if the proposed mitigation is accepted, enter into an enforceable and binding agreement with the affected local government and the developer.

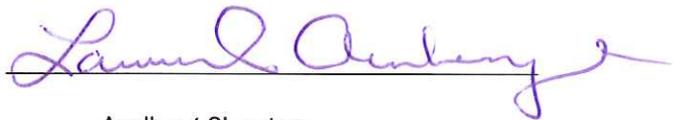
Recreation/Open Space: It is understood by the Applicant that any future development on the property, should the FLUM Amendment and Rezoning be adopted, must meet the 20% Landscaped Open Space requirement for the Navarre Beach Commercial District as provided for in the Santa Rosa County Land Development Regulations, Section 6.07.05 (F).

Certification and Authorization

1. By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application.
2. I do hereby authorize County staff to enter upon my property at any reasonable time for purposes of site inspection.
3. I do hereby authorize the placement of a public notice sign(s) on my property at a location(s) to be determined by the County staff.
4. If applicable, I do hereby authorize the Agent shown as the applicant on this application to act on my behalf in all matters pertaining to this Rezoning application.

Larry Ankeney
The Beach Condominium Association

President
Title



Applicant Signature

8/30/12

Date

AFFIDAVIT OF OWNER

As owner of the property located at 8459 GULF BLVD, NAVARRE BEACH,
Florida, Parcel Identification Number 28-25-24-9160-00000-0140,
I hereby designate PAT BLACKSHEAR, for the
sole purpose of completing this application and making a presentation to the Zoning
Board, Navarre Area Architectural Review Board, Bagdad Architectural Advisory Board,
and/or Board of County Commissioners.

This Limited Power of Attorney is granted on the 20th day of
SEPTEMBER, the year of 2012, and is effective until a decision is
rendered on this request and any appeal period has expired. The owner reserves the
right to rescind this Limited Power of Attorney at any time with a written notarized notice
to the Santa Rosa County Community Planning, Zoning, and Development Division.

Lawrence A. Ankeney
Signature of Property Owner

LAURENCE A. ANKENEY
Printed Name of Property Owner
PRESIDENT, THE BEACH COND.
OWNERS ASSOC. INC.

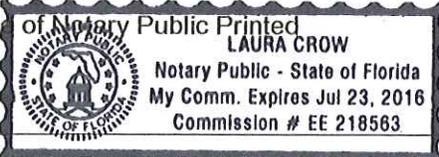
STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 20 day of
September, year of 2012 by LAURENCE A ANKENEY
who () did () did not take an oath. He/she is () personally known to me, ()
produced Florida/Other Driver's License, and/or () produced current
FLDL as identification.

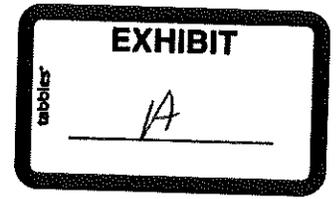
Laura Crow
Signature of Notary Public

7.23.2016
My Commission Expires

Laura Crow 9.20.12
Name of Notary Public Printed Date


Commission Number - Notary Seal must be affixed

**The Beach Condominiums
Annual Meeting
January 30, 2006
9:00 a.m.**



I. Welcome & Determination of Quorum

Dan Mark, President, called the meeting to order at 9:20 a.m. The quorum requirement for Beach Condominiums is 746 owners. There were 992 owners present in person or by proxy. A quorum was present to discuss business.

II. Introductions

Dan introduced the board and staff from Owners' Resorts & Exchange, Inc. (ORE). ORE is Beach Condominiums new management company.

III. Approval of the 2005 Meeting Minutes

Minutes from the January 29, 2005 and February 29, 2005 and June 26, 2005 were reviewed by the owners.

Motion: James Waddell moved to approve the above minutes as written. Sharon Marks seconded the motion. The motion carried.

Note: The board members were elected for 3 year terms in the January 2005 Annual Meeting based on precedence in the homeowners association. However, the terms will only be for one year terms based on the legal documents of the homeowners association.

IV. President's Report

Paul Grimes the appraiser, Ed Wycoff the architect and a representative from William Cook & Associates, the insurance agent all present reports on their activities in the last year.

V. Treasurer's Report

Darrell Lynchard, auditor, reported on the 2004 audit. Mack Crowe, Treasurer and Joe Brendle, Assistant Treasurer reported on the 2005 expenses and the trust account respectively.

VI. Managing Agent Report

ORE has been hired as the managing agent for the association. Colleen Freeman and Neil Hutchinson introduced ORE and the services that they will provide.

VII. Elections

The election was held for 5 Directors.

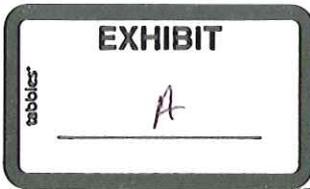
The election results were tabulated by ORE staff and 2 owner volunteers. Larry Ankeney, Carol Canovai, William Majeau, Ralph Coleman and Raymond Oliver were elected to serve as the Board of Directors. Each director will serve for a one year term.

VIII. Question & Answer

A straw poll was taken of the owners in attendance on whether they would be interested in selling the property or in repairing it. The majority of the owners present at the meeting were in favor of selling. A formal vote of the owners will need to be taken.

IX. Adjourn

The meeting adjourned at 12:20 p.m.



Book 3106 Pg 1084 -> 1110
1/17/2012

THE BEACH CONDOMINIUM OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation,

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

Plaintiff,

CASE NO. 2009 CA 001653

v.

4 M MANAGEMENT TEAM, INC., et. al.,

GENERAL JURISDICTION DIVISION

Defendants.

ORDER GRANTING DECLARATORY JUDGMENT, QUIETING TITLE, AND ORDERING SALE OF PROPERTY

THIS MATTER was called for trial on Friday January 13, 2012. Present for Plaintiff was John Cottle, Esq. and Jay Roberts, Esq. Also present were Mike Gibson, Esq. as Guardian Ad Litem, Attorney Ad Litem, and Administrator Ad Litem for the unknown heirs, devisees or grantees of persons identified as the Group A Defendants in the complaint and Kerry Ann Schultz, Esq. as Guardian Ad Litem, Attorney Ad Litem and Administrator Ad Litem for all unknown heirs, devisees or grantees of persons identified in the Group B, C, and D Defendants in the complaint in this case. Upon calling the case for trial, the court proceeded to hear testimony and receive evidence as to the matters alleged in the complaint. Based upon the evidence presented, the court makes the following findings of fact:

1. The real property described in Exhibit A attached hereto is located on Navarre Beach in Santa Rosa County, Florida, and is hereinafter referred to as the Subject Property. The Subject Property is the subject of a leasehold estate and was subleased to Cinema Inc. on April 1, 1981. Cinema, Inc. submitted the Subject Property to the condominium form of ownership by recording a Declaration of Condominium on April 30, 1982 in the Official Records of the Circuit Court of Escambia County, Florida, which

Declaration was recorded in Book 1639 at Page 13 et seq. and later rerecorded in the Official Records Santa Rosa County in Book 1360 at Page 312 and amended by document recorded in the Official Records Santa Rosa County in Book 1583 at Page 169. The name of the condominium was The Beach Condominiums, a condominium.

2. A condominium building was constructed on the Subject Property consisting of 31 units, all of which were allowed to be committed to interval ownership and sold under a real property timeshare plan as timeshare property. Thirty of the units were, in fact, committed to a real property timeshare plan and were sold as timeshare units in periods of 1 week per timeshare unit. One unit was sold as a non-timeshare unit. Each condominium unit committed to timeshare ownership was divided into 51 timeshare unit weeks with Plaintiff Association retaining one week for purposes of annual maintenance.

3. The condominium building sustained substantial damage in Hurricane Ivan in September of 2004, and further damage in Hurricane Dennis in July of 2005. Following these hurricanes, the condominium property was left in such a state of destruction and disrepair that rebuilding the structure would not have been economically desirable to the owners.

4. The Declaration of Condominium of The Beach Condominiums provided that in order to terminate the condominium, the written consent of 51% or more of the unit week owners was required. When the question of whether to terminate the condominium was submitted to the unit week owners, more than 51% of such owners elected to terminate the condominium and executed written agreements to that effect.

5. Notice of termination of the condominium with the attached agreements of

more than 51% of the unit owners was recorded in the official records of Santa Rosa County, Florida on June 28, 2007 in Book 2744 at Pages 1694-2361. The court finds that the recording of this document effectively terminated The Beach Condominiums.

6. Once the condominium had been terminated, the owners of unit weeks became tenants in common as to the Subject Property. Pursuant to the Declaration of Condominium, after termination of the condominium, each owner of a unit week of a timeshare unit became the owner, as tenant in common, of a 1/1581 interest in the subject property, for each timeshare week owned. The owner of the single condominium unit not committed to timeshare ownership became the owner of a 1/31 interest in the subject property.

7. Plaintiff, has maintained an accurate roster of persons and entities who are or have been owners of unit weeks at The Beach Condominiums. Plaintiff continually updated this roster and has continued to maintain it after the destruction of the condominium building and after the termination of the condominium.

8. Prior to filing this suit, Plaintiff employed title examiners to perform title examinations of each unit week in order to determine the record owners of title to the subject property. In each case where there was a discrepancy between the owners roster maintained by Plaintiff and the record title holder as shown by the title examinations, Plaintiff endeavored to determine the reason for the discrepancy and, where possible, to repair and cure any title defects.

9. The court finds that the condominium formerly known as The Beach Condominiums was properly terminated in accordance with the Declaration of Condominium and Florida Law by the execution of written consents to termination

signed by more than 51% of the unit week owners of the condominium, and by the recording of a Notice of Termination with the Clerk of Santa Rosa County.

10. The court finds that the current owners, as tenants in common, of the Subject Property are those persons listed in Exhibit B attached to this order, with the fractional ownership interest of each owner, or group of owners, being shown in said Exhibit B.

11. The court finds that all persons identified as Group B and Group D Defendants in the complaint, and in the first and second amendments to the complaint, have no ownership interest in the subject property and are not tenants in common in and to the subject property.

12. The court finds that all joint owners and tenants in common of the subject property have been made parties to this action and are properly before the court.

13. The court finds that the subject property cannot be fairly or equitably divided or partitioned among the joint owners without a sale of the property for division among the owners. The only feasible method for providing each tenant in common his, her, or its interest in the subject property is for the court to order the property sold and the net proceeds divided among the rightful owners as determined by the court, according to their fractional ownership interests.

Based upon the foregoing findings of fact, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

1. The court hereby enters a declaratory judgment holding that The Beach Condominiums were properly terminated by the recording of the Notice of Termination filed for record in the official records of Santa Rosa County, Florida on June 28, 2007 in

Book 2744 at Pages 1694-2361.

2. Title to the subject property described in Exhibit A hereto is hereby quieted in those persons listed in Exhibit B attached hereto with the fractional ownership of each owner, or group of owners, being as designated in said Exhibit B.

3. All parties to this action, including unknown heirs of deceased parties who have been named in the complaint, who are not listed on attached Exhibit B are hereby forever divested of any and all interest in and to the subject property.

4. Those parties listed as Group C Defendants who wish to claim any lien against the subject property shall, within 60 days of the date of this order, file with the clerk of court a written statement indicating the amount of their claim and the name and address (if known) of the party against whom the claim is made. The failure of a Group C Defendant to file such a claim with the court within the time allowed will result in the termination of any lien or other interest of that party in and to the subject property.

5. The court orders that the subject property shall be placed on the market for sale and shall be sold, subject to the approval and supervision of the court. The court hereby appoints Lawrence A. Ankeney and Raymond T. Oliver as joint Special Masters authorized to negotiate for a sale of the property. Said special masters may, subject to court approval, retain such real estate agents and other experts as they deem appropriate for the purpose of marketing the subject property. Any contract entered into for the sale of the subject property shall specify that such sale is contingent upon court approval. Once a contract for the sale of the subject property has been entered into, the Special Masters shall report such contract to the court and Plaintiff shall schedule a hearing date for approval of the sale.

6. The court finds that Mike Gibson, Esq. and Kerry Ann Schultz, Esq. have provided valuable services as Guardians Ad Litem, Attorneys Ad Litem, and Administrators Ad Litem in this matter, and are entitled to pay a reasonable fee for their services. The court reserves the issue of such fees until a later point in these proceedings.

7. The court reserves all other issues not addressed in this order, including, without limitation, the question of approval of any sale of the subject property, questions regarding distribution of sale's proceeds, and questions regarding what shall be done with those portion of the sale's proceeds due to be distributed to unknown heirs.

Done this 13 day of January, 2012.


MARCI GOODMAN
Circuit Judge

CLERK'S CERTIFICATE

Conformed copies mailed this 13 day of JAN, 2012, to:

John Cottle, Esq., Becker & Poliakoff, P.A., 348 Miracle Strip Parkway, SW, Paradise Village, Suite 7, Fort Walton Beach, FL 32548

William C. Borgersen, Esq., Borgersen, Low & Associates, PA, 2530 West Bay Drive, Largo, FL 33770

Michael Gibson, Esq., Gibson & Jarvis, PA, 5412 Highway 90, Pace, FL 32571

Angela J. Jones, Esq., Locklin, Jones & Saba, PA, 6460 Justice Avenue, Milton, FL 32570

Chett Calvert, 422 County Road 211, Bremen, AL 35033

Janine Henry, 748 N. Gypsum Valley Road, Solomon, Kansas 67480

Robert Sorel, 4681 Pine Lane, Pace, FL 32571

Christina Reinhardt, 4237 Foxglove Trace, Indianapolis, IN 46237

Gwen Pittman, 7821 Co. Rd. 88, Pisgah, AL 35765

Mary Alice Anderson, 1323 Martina, Dr., Dunwoody, GA 30338

William G. Warner, Esq., P.O. Box 1820, Panama City, FL 32402

Pamela Jo Bondi, Esq. Attorney General, The Capitol, Suite PL-01, Tallahassee, FL 32399-1050.

Kerry A. Schultz, Esq., Fountain, Schultz & Associates, 2045 Fountain Professional Court, Suite A, Navarre, FL 32566.

MARY JOHNSON
Clerk of Court

By: 
Deputy Clerk

ACTIVE: 3636716_1

Beginning at Northwest corner of Lot 14, First Addition to Navarre Beach Subdivision, Commercial Section One, as recorded in Plat Book 5, page 95, Public Records of Escambia County, Florida, go thence N 79°10'33" E along the south right-of-way (R/W) of Gulf Boulevard, a distance of 42.00 feet; thence departing said R/W of S 10°49'27" E, 190.00 feet; thence N 79°10'33" E, 91.00 feet; thence S 10°49'27" E 275.90 feet; thence S 79°10'33" W, 33.00 feet; thence S 10°49'27" E, 251.09 feet to a point on the approx. mean high water line (M.H.W.L.) of the Gulf of Mexico; thence S 78°29'39" W along said M.H.W.L., 100.01 feet to a point of intersection with the west line of the aforementioned Lot 14; thence N 10°49'27" W along said west line, 718.18 feet to the point of beginning containing 1.60 acres more or less.

EXHIBIT

A

<u>Owner Name</u>	<u>Fractional Ownership</u>
4M Management Team Inc.	2/1581
W. Ralph Adams and Linda E. Edwards	1/1581
Earl G. Adams and Peggy F. Adams	2/1581
Ronald L. Ahrndt and Judy L. Ahrndt	1/1581
Larry A. Aikman, Jr. and Janice M. Aikman	1/1581
Alert Ambulance Service, Inc.	1/1581
Marla C. Allen	1/1581
Jeffrey W. Allman	1/1581
John M. Allman III and Carolyn S. Allman	4/1581
Robert C. Anderson and Joyce L. Anderson	1/1581
Mary Alice Anderson	2/1581
Lawrence A. Ankeney	1/1581
Lee Anthony, as trustee under FL Land Trust 401	2/1581
Steve Ascher	1/1581
Rosalind E. Ash, Cindy Wiechman and Rosalind Howe	1/1581
Linda C. Ash, Rosalind Howe and Cindy Wiechman	1/1581
Scott J. Ashwood and Kellie E. Ashwood	1/1581
Atkinson Joint Revocable Trust Dated July 30, 1996	2/1581
Donald D. Baer and Marion R. Baer	1/1581
Steven Bain and Vickie Bain	1/1581
Kim Baker and Dolores Janet Hatt	1/1581
Robert M. Baker, Jr.	1/1581
Doyle D. Baker and Deborah H. Baker	2/1581
Charles W. Ball and Barbara J. Ball	5/1581
Perry S. Baniakas and Regina Baniakas	1/1581
Dave Barker and Barbara Barker	1/1581
Richard Barker and Darlene Barker	1/1581
Larry Lee Barker	3/1581
William F. Barnes and Eileen M. Barnes	2/1581
Joseph Alfred Victor Barry and Susan Barry	1/1581
William L. Barton, Jr. and Shellene Barton	1/1581
Roy A. Bauer and Sylvia Bauer	3/1581
Mark Bawcom	1/1581
The Beach Condominium Owners Association, Inc.	88/1581
Roby A. Beal, Jr. and Tommy Likens	1/1581
Roby A. Beal, Jr.	2/1581
Patricia M. Beares	1/1581
John A. Becker	2/1581
John H. Becker, Jr. and Bertha L. Becker	2/1581
Lucinda Bedard	1/1581
Michael Beecham and Georgianna Gilmore	1/1581
Gerald J. Beisner and Bess P. Beisner	6/1581
Kenneth Benedict and Marajane Benedict	1/1581
Kimberly A. Bennett	1/1581
Jerome A. Benson and Anita L. Benson	1/1581

Wallace Benson and Belinda Benson	1/1581
Sheri Bergeron	2/1581
Marvin Bilfeld and Gertrude E. Bilfeld	2/1581
Mary D. Bilinski	1/1581
Ronald Bingamon, Cherry Bingamon, Thomas C. Bingamon and Nancy B. Stratton	1/1581
Ronald W. Bingamon and Cherry D. Bingamon	1/1581
Peggy Blankenship and Sandra Blankenship	1/1581
Frederick L. Blume and Barbara A. Blume	1/1581
Frank L. Boley and Leslie J. Boley	1/1581
James D. Boney and Kay J. Boney	2/1581
Carl I. Borgersen and Vanda R. Borgerson	2/1581
John Borin and Jan Borin	3/1581
J. Leroy Bosko and Joanna L. Bosko	2/1581
C. Glenn Bowen and Pat Vickers	1/1581
Oscar Boyd and Kay Boyd	1/1581
Ruston Brack and Cherri Brack	1/1581
Mary Lou Bradford	1/1581
Larry G. Bradley and Leon J. Brown	1/1581
Sanders H. Bradshaw	1/1581
Gary T. Brashear	1/1581
David Brassette	1/1581
Dennis C. Braun and Jerilyn J. Braun	2/1581
Joe H. Brendle and Norma L. Brendle	2/1581
Kathleen B. Brennan	1/1581
William McClellan Bridges and Janet Fletcher Bridges	1/1581
Brian Britton	1/1581
Michael W. Brock, Leslie C. Howard, Michael R. Brock, and Patricia C. Brock	1/1581
Andre J. Broussard and Linda L. Broussard	1/1581
Emile J. Broussard, Jr. and Sandra B. Broussard	1/1581
Joseph J. Broussard and Denise Broussard	1/1581
Joseph J. Broussard and Joseph J. Broussard, Jr.	1/1581
Joseph J. Broussard and Michelle A. Kays	1/1581
Michael Broussard and Shiela Broussard	1/1581
Joseph J. Broussard and Mazel B. Lee a/k/a Mazel Broussard Lee	3/1581
Anthony Brown and Robert L. Whitaker	1/1581
Arnold Brown and Janet Brown	1/1581
Bernadine P. Brown	1/1581
Donald E. Brown and Deanna Brown	1/1581
Edward D. Brown	1/1581
Gary Brown	1/1581
Mark L. Brown	1/1581
Michael R. Brown and Barbara Brown	1/1581
Stephen S. Brown	1/1581
Pamela C. Bryant	1/1581
Elsie Buchanan	1/1581
Shael Buchen and Cheryl Buchen	1/1581

Phillip Buchen and Mary Jane Buchen	2/1581
Phillip Buchen and Dennis P. Buchen	4/1581
E. Rodney Bucklin and Jean E. Bucklin	2/1581
Katherine I. Bugland	1/1581
Cheryl Ward Buhler and Alan Buhler	1/1581
Donna Buhler Johnson and Alan Buhler	1/1581
Emile J. Buhler, III and Indie Buhler	1/1581
Jefferson D. Bulla, III and Toni C. Bulla	1/1581
Kenneth W. Bunting and Elizabeth B. Bunting	2/1581
Robert J. Burgess a/k/a Robert Burgess and Peggy A. Burgess a/k/a Peggy Burgess	3/1581
Garry L. Burleigh and Glenda A. Burleigh	1/1581
Larry W. Burns and Donna S. Burns	1/1581
Burl R. Burns and Barbara L. Burns	2/1581
Frederick J. Bustos and Theresa E. Bustos	1/1581
Lisa N. Buttitta	1/1581
R. Harold Butts and Shirley Butts	1/1581
Thomas L. Butts, Jr.	1/1581
Thomas L. Butts, Jr. and Hilda T. Butts	2/1581
Riley W. Byrd	2/1581
Cagan Management Group, Inc.	1/1581
Jeffery M. Cagan	1/1581
George Callis III and Carla Enzer-Callis	1/1581
Chelsey J. Calvert and Vetra S. Calvert	2/1581
Linda Campbell	1/1581
Edward M. Campbell	1/1581
Linda B. Candella	2/1581
Caroi A. Canovai	3/1581
Raymond Carach and Carol T. Carach	2/1581
Dr. Brent Carlson and JoAnn Carlson	1/1581
Eugene Carolan and Lisa Carolan	1/1581
Edwin Carpenter	1/1581
Joyce B. Carpenter	1/1581
Mark G. Carpenter and Joyce B. Carpenter	2/1581
Keith Carson a/k/a Keith R. Carson and Denise Carson a/k/a Denise W. Carson	2/1581
Jimmie D. Carter	1/1581
Eric A. Cartwright and Cindy A. Cartwright	5/1581
Mark A. Cash and Cara Ann Cash	1/1581
Frank O. Cason	1/1581
Frank O. Cason and Nikki L. Cason	1/1581
Jon C. Cason and Teresa S. Cason	1/1581
Jay S. Ceitlin and Harold L. Ceitlin, Trustee	2/1581
S. Shekar Chakravarthi and Sandra Chakravarthi	1/1581
Wilburn S. Chambless	1/1581
Irvin K. Chaney and Penny L. Chaney	1/1581
James E. Cherven and M. Maurice Cherven	1/1581

The Howard Christner Jr. and Marie D. Christner Living Trust, Janet Madding, Elizabeth Becker, Barney Christner, and Marie D. Christner	1/1581
Michele Clanton	1/1581
Robert Cleary and Diane Cleary	2/1581
Henry L. Clendaniel, Jr. and Norma F. Waltman	1/1581
Jean Cockrell	1/1581
Marvin R. Cohnen	1/1581
Steve Cole and Amarie Cole	1/1581
Ralph E. Coleman, Jr. and Marianne H. Coleman	3/1581
Unknown heirs of George D. Coley and unknown heirs of Elaine D. Coley	1/1581
Cheryl L. Comfort	1/1581
Louis F. Committe and Laura J. Committe	1/1581
Rosemary Committe	1/1581
Craig Conrad	2/1581
William Cook and Helen Cook	1/1581
Connie B. Cook	1/1581
Della Cook	2/1581
William Cook	2/1581
Fred Cooper and Suzanne B. Riddle a/k/a Suzanne B. Cooper	2/1581
Gene N. Cope and Joy E. Cope	2/1581
Kristen Carlson Correll	1/1581
Dona K. Cotton and Mary Jo Sisson	1/1581
David Cottrell and Charlotte Cottrell	2/1581
Charles Coughlin and Alberta Coughlin	1/1581
John S. Coulter and Martha L. Coulter	1/1581
Serina T. Courtois	4/1581
Raymond P. Coutu and Paula Rogers	1/1581
William T. Cox and Brenda A. Cox	1/1581
Steven M. Crabtree and Dale H. Crabtree	1/1581
Linda Cravens	1/1581
David Crawford and Margaret Crawford	1/1581
Walter Crawford	1/1581
Al Crouch and Vicki Crouch	1/1581
Dave Alvin Crowe	1/1581
The unknown heirs of Juanita M. Crowe	1/1581
A.M. Crowe and Mary S. Crowe	3/1581
Deirdre R. Cullen	1/1581
Lloyd B. Cunningham, Jr.	1/1581
Lloyd Cunningham and Virginia Cunningham	1/1581
Grover L. Curry and Cynthia J. Curry	1/1581
Custom Remodelers, Inc.	3/1581
Sarah Jean Daniel, Robbie Jean Downing, Mary LaNeal Evans and Susan Ann Davidson	1/1581

Paul F. Davidson and Susan D. Davidson	1/1581
James A. Davidson and Vera N. Davidson	2/1581
H. Vance Davidson a/k/a Hubert Vance Davidson and Olean P. Davidson	6/1581
Joe K. Davies	1/1581
G. Stephen J. Davis and Karla Sue Davis	1/1581
George S. Davis and Betty Jane R. Davis	1/1581
Pamela Sue Davis and Phillip Wayne Davis	1/1581
Shirley A. Davis	1/1581
Frank DeArmond and Leticia DeArmond	1/1581
Lynn D. DeForest	2/1581
George Dehm	1/1581
Patrick S. Delly	1/1581
Joseph F. DeMarco and Joan M. DeMarco	3/1581
Richard Dennis and Sharon Dennis	1/1581
James R. Deviney and Betty L. Deviney	2/1581
Thomas E. Dillon and Janice B. Dillon	1/1581
John L. Dillree	1/1581
John C. Dobyne	1/1581
Christine N. Doll	1/1581
John F. Donahue and Joanne M. Donahue	1/1581
Howard M. Doty and Catherine O. Doty	1/1581
John Doyle	1/1581
Bernard V. Dozek	1/1581
Arthur J. Drago	3/1581
Katrinka Taylor Driggers	1/1581
George N. Dubose and Lynda G. Dubose	4/1581
Gary Duda	1/1581
Ray Dudkowski and Gail Dudkowski	1/1581
Bettye Victoria Dunn	1/1581
Daniel R. Dunn and Cynthia J. Dunn	1/1581
Albert R. Dye, Jr. and Patricia F. Dye	1/1581
Monda J. Dyer	1/1581
Keith Bryan Eagerton	1/1581
Philip Easter and Jean Easter	1/1581
John Eden	2/1581
Kenneth D. Edgar	1/1581
Claude E. Edwards and Betty N. Edwards	1/1581
Thomas E. Egger	1/1581
John M. Eidson and Linda M. Eidson	1/1581
Richard Eidson and Margaret Eidson	1/1581
Thomas R. Ellers	1/1581
Irma G. Elton, Trustee of the Irma G. Elton Family Trust	2/1581
Nancy C. Emery	1/1581
Robert L. Engelkens and Consuelo G. Engelkens	1/1581
Donald Ray English and Susan P. English	1/1581
William J. Englund and Jane L. Englund	2/1581

Betty Fackender	2/1581
Marabeth Miller Farmer	2/1581
Charles P. Federico	1/1581
Don C. Feeser and Penny C. Feeser	2/1581
Virgil P. Feigenbaum a/k/a Virgil P. Feignbaum, Jr. and Nancy M. Swartz	2/1581
Richard Fennema and Elsa Fennema	2/1581
Thomas G. Ferkinhoff and Angela M. Ferkinhoff	1/1581
Hal B. Ferrell a/k/a Hal Ferrell and Virginia R. Ferrell a/k/a Virginia Ferrell	3/1581
Hanna M. Fiebigler	1/1581
Johnnie B. Fiedler and Linda L. Fiedler	1/1581
Patricia Fiongos and K. Fiongos	1/1581
Patsy Fiongos	2/1581
Lynne Fischer-Queen	1/1581
James P. Flack and Nina S. Flack a/k/a Nina Flack	2/1581
Jeffery S. Flanders and Cheryl Flanders	1/1581
Sandra L. Flanders a/k/a Sandra Flanders	4/1581
Jerry L. Fletcher	1/1581
Helga R. Flores	2/1581
Viola H. Flowers	1/1581
Alice Foerste	1/1581
William Fokes	1/1581
Herve R. Fontaine and Fleurette Fontaine a/k/a Fleurette M. A. Fontaine	3/1581
James M. Fournier and Jean E. Fournier	1/1581
Glen Fowler and Sharon Fowler	1/1581
Gerri I. Franklin	2/1581
Richard Freeman	4/1581
Carroll B. Fromherz	1/1581
Michael Fuentes and Melanee Fuentes	1/1581
Doris Sue Fuller	2/1581
Donna R. Fulmer	1/1581
Mark Furchtsam and Sheila Furchtsam	2/1581
John A. Furmanski, III and Diane Furmanski	1/1581
John A. Furmanski, III, Marc Furmanski, Michelle Purcell, and Nicole Furmanski	1/1581
Norman M. Gaffney, Jr.	4/1581
William T. Gaines and Gayla J. Gaines	2/1581
Unknown heirs of Pauline Galvan	2/1581
Tom P. Gambrell	1/1581
Patricia R. Gamwell	1/1581
James R. Garner and Elizabeth S. Garner	2/1581
Deborah Dean Neal Garrett	1/1581
Gary Garrigan	1/1581

James Walter Gathright, Jr.	1/1581
Debra A. Gatto, Candace A. Lapietra, Ronald C. Lionetti, and Anthony C. Lionetti, III	1/1581
Ernest Gentry and Elaine Gentry	1/1581
Ramon H. Gepp and Marilyn M. Gepp	4/1581
Nancy Corso Ghen f/k/a Nancy Corso	2/1581
Jeffery R. Glassburn and Rhonda L. Glassburn	1/1581
Rhonda L. Glassburn	1/1581
Stanley M. Glassover and Rosemary M. Glassover	1/1581
John Gleason and Mona E. Gleason a/k/a Mona Gleason	7/1581
James M. Glenn and Mildred L. Glenn	1/1581
W. Thad Godwin and Jo Anne W. Godwin	3/1581
Robert K. Goforth and Marguerite N. Goforth	2/1581
Sandi Goldzweig a/k/a Sandi Golozweig	1/1581
Doyal H. Good and Velma E. Good	1/1581
E. Russ Graham, Jr.	1/1581
Robert D. Graham and Yvonne A. Graham	1/1581
Robert D. Graham, Trustee under Declaration of Trust dated March 1, 1996	1/1581
Nikki Gramling	1/1581
Stanley Grand, Charlotte Grand, Paul Grand, and Andrea Sullivan	1/1581
Florence H. Grantham	1/1581
Jasper E. Grantham and Martha A. Grantham	1/1581
Robert N. Grantham and Edna Earle Grantham	1/1581
Richard A. Graves and Beverly C. Graves	1/1581
Bev D. Gray and Maria Lineberger	1/1581
Christine Ann Gray a/k/a Christine Gray and Claire Elizabeth Kull a/k/a Claire Kull	2/1581
G. Daniel Green	1/1581
John M. Green and John G. Green	1/1581
Haley Greenwell and Sara Greenwell	1/1581
Anna C. Griffin	1/1581
Wesley Griffin	1/1581
Kenneth Griffith and Sandra J. Griffith	4/1581
Ramona P. Grimsley	1/1581
Bryan M. Grubbs	1/1581
Bryan Mac Grubbs Trustee of the Bryan Mac Grubbs Trust, dated June 27, 2001	1/1581
Marilyn Grunewald	2/1581
Steven E. Grzeszyk and Beth A. Grzeszyk	1/1581
Philip Guillaume and Donna Guillaume	1/1581
Leo Gustafson and Lois Gustafson	1/1581
William O. Hadley, Sr. and Kathleen A. Hadley	1/1581
G. Alan Hahn and Marcia C. Hahn	1/1581
Sylvia B. Hale	1/1581

Michele Halley	1/1581
Paul A. Hanak and Barbara B. Hanak	1/1581
Gloria Rodriguez Iland	1/1581
Kernan A. Hand	1/1581
Billie J. Hanna, Richard M. Hanna, and Terri J. Amspacker	3/1581
Billie Hardegree and Charles Hardegree	1/1581
Linda Harding	1/1581
A. Thomas Hards and Patricia Hards	1/1581
Daniel F. Harrington	1/1581
Allison Harris	1/1581
Janet F. Harris	1/1581
Linda Harris	1/1581
Stephen L. Harris and Letitia L. Harris	1/1581
Walter Harris and Patricia Harris	1/1581
Ingeborg Hartley	1/1581
Steve Hartman, Geneva Hartman and Judy Weddell	1/1581
Richard A. Hartman and Sherry K. Hartman	2/1581
Scott Haskew and Portia Haskew	1/1581
Dolores Janet Hatt	1/1581
Charles William Hayes and Donna Hayes	1/1581
Christopher L. Hebard	1/1581
Barbara A. Hendricks	2/1581
Ernest Henkel	1/1581
Eugene G. Henne, Jr. and Donna C. Henne	1/1581
Ronald L. Hensel and Karen E. Hensel	1/1581
Richard W. Hermann and Loretta Hermann	1/1581
James Hernandez, Gwendolyn A. Hernandez, Natalie Otwell and Maria A. Green	1/1581
Terry F. Hessick and Rebecca Vesper	1/1581
Hickok & Superty, P.A.	2/1581
Janet Hieber	1/1581
Lois E. Hirsch	1/1581
Bradley H. Hodge and Terri W. Hodge	1/1581
Charles R. Hoffman, Jr. and Patricia M. Hoffman	1/1581
Tracie Hogel	1/1581
Robert A. Hollaway and Kendra L. Hollaway	1/1581
Myrtle Holliday and Cindy Scott	1/1581
Carolyn R. Holt, James W. Holt, Unknown heirs of Kathryn G. Rasponi, Celia Godwin, Tom Vaughn, Ronald G. Faggioni, Francis A. Faggioni, and Eric Joseph Sunderman as Trustee of The Joyce Sunderman Trust	1/1581
Michael G. Holt and Anna L. Holt	2/1581
Carol J. Honaker	1/1581
Charles Honrine and Marilyn Honrine	1/1581
HORIZON INVESTMENT PROPERTIES	1/1581

Charles Horowitz and Kimie Horowitz	2/1581
Stanley F. Howat Jr. and Faye E. Howat	1/1581
Alyson Hoyt	2/1581
Eric G. Hubbard and Deborah L. Hubbard	3/1581
Mike Huebner and Jim Belardo	2/1581
R. Lewis Hull and Helen F. Hull	1/1581
A. Carey Hunt and Diane Raef Hunt	1/1581
Mr. and Mrs. Thomas M. Hutchison, Jr.	1/1581
John Impagliazzo and Julie Ann Impagliazzo	1/1581
Earl Ivey and Lynda J. Ivey	1/1581
John Nelson Jacobs and Dale Jacobs	4/1581
Pamela James a/k/a Pamela James-Brown and Kari James	2/1581
Larry Jameson and Nancy Jameson	1/1581
Larry R. Jameson	3/1581
Roy A. Jansson and L. Kay Jansson	1/1581
Dennis B. Jinks and Patricia A. Jinks	1/1581
John Steven Cole & Associates; Attorneys & Counselors P.C.	1/1581
Thomas M. Johns and Darlene M. Johns	1/1581
Doyal Johnson and Charlene Johnson	1/1581
Jeff Johnson	1/1581
John H. Johnson and Brenda L. Johnson	1/1581
Michael E. Johnson	1/1581
Vernon T. Johnson and Margaret A. Johnson	1/1581
Edward W. Johnson	2/1581
Paul Johnson and David Johnson	2/1581
Norman E. Jones and Jo A. Jones	1/1581
Robert E. Jones	1/1581
Lucy Jane Jones, Michael Wayne Brooks, James Henry Brooks, Shelton Worsnop, Fred Worsnop and Frances Worsnop	2/1581
F. Lamar Jordan Jr.	1/1581
James D. Jordan and Paula W. Jordan	1/1581
T.J. Jurevics and Cheryl A. Jurevics	2/1581
John Kafer and Mary Kafer n/k/a Mary Rodgers Ridgard	1/1581
Jill Kalina	1/1581
Anthony A. Kamnikar and Leona M. Kamnikar	2/1581
Edward G. Kamnikar and Judith A. Kamnikar	2/1581
Eugene Kane a/k/a Gene Kane and Gwen Kane	2/1581
William R. Kanninen	1/1581
Dianne Keen	1/1581
Edra V Keen and Norman L. Jeter	1/1581
Mark Kelley and Jan Kelley	1/1581
Karen Kennedy	1/1581
Thomas Kilgore and Gertrude Kilgore	1/1581
Steven Kincaid and Connie Kincaid	1/1581
Don W. King and Deborah L. King	1/1581
R. Dale Kingsley and Helen Kingsley	1/1581
Geraldine Kinkade	2/1581
Ronald E. Knight and Bonnie G. Knight	3/1581

Billy Knipp	1/1581
Carol A. Knotts	3/1581
Gloria A. Knox, Craig Knox, and Kathy Devaux	2/1581
Trevor G. Koch and Joan M. Koch	2/1581
Raymond J. Kohman, Kurt Kohman, Mary McDonald, Janine Henry, Kathy Prather, Marlene Hoerman, and Julie Kauffman	2/1581
Henrick J. Kohl and Laura Kohl	1/1581
Mark Kompare and Roberta Kompare	1/1581
William Koopman and Lillian Koopman a/k/a Lilliane Koopman	3/1581
Robert C. Kovarik, Timothy J. Kovarik, and Susan Lee Kovarik	1/1581
Richard Kraft and Barbara Kraft	1/1581
Bonnie S. Kranzer	1/1581
Roger L. Kreft, and Anastasia M. Kreft	1/1581
Joseph Kresman and The Unknown heirs of Mary Rose Kresman	2/1581
Mark Krueger and Brigitte M. Dyba	1/1581
Susan Beal Kuebler as trustee of the Family Trust as set out in the Last will and Testament of Roby A. Beal, Sr.	2/1581
Susan Beal Kuebler	2/1581
James W. Kunkle and Regina V. Kunkle	1/1581
John Lacks, Pam Lacks and Patsy A. Lacks	2/1581
John Lacy and Melisa Lacy	2/1581
Lisa L. Lamartina	2/1581
Tony E. Lambert	1/1581
Melissa Langer	1/1581
Francis E. Larsen and Daphne B. Larsen	2/1581
Cynthia Koepf Larson	1/1581
Lawrence A. Larson and Carleen L. Larson	1/1581
Norman Larson and Melba D. Larson	1/1581
Jon Lashier	2/1581
Katherine G. Lawler and Matthew Todd Godwin	1/1581
Kyne Marcine Lay	1/1581
Nathan J. Leap	1/1581
Mary J. LeBlanc	3/1581
Brigitte Lee	1/1581
James R. Lee Revocable Living Trust dated 9/28/98	2/1581
George W. Legel and Bonita E. Legel	1/1581
Mary G. Leighty	1/1581
Stephen Lennon and Lori Lennon	1/1581
Andre Leonhardt and Helen Leonhardt	1/1581
Marc Levy and Constance Levy	1/1581
Mitch Lewis and Celeste Lewis	1/1581

Greg Lillard and Vicki Salzl	2/1581
Jack S. Litz and Corliss J. Litz	1/1581
David Loader	3/1581
Louie C. Logue and Dianne Logue	1/1581
Millie L. Long	1/1581
Robert C. Long, Jr., Linda M. Nash and Vicki A. Adams	2/1581
W. Gregory Lotz and Vicki K. Lotz	1/1581
Patsy Lowery	1/1581
Bruce E. Lulofs and Lisa A. Lulofs	2/1581
Jennifer Lumley	1/1581
Margaret Lundgren	1/1581
Verona D. Lynam as trustee of the Lynam Living Trust Dated 1-19-00.	2/1581
Linda Machado	1/1581
John Macintyre	1/1581
Bernie S. Mack, Frances Mack and Lisa M. Tucker	1/1581
Paul R. Mahaney and Ida Jo Mahaney	1/1581
William Majeau, Paula Majeau	2/1581
Curtis Majors and Bette C. Majors	1/1581
Gail L. Mallon a/k/a Gail Mallon	3/1581
Glenn C. Malmquist	1/1581
Richard R. Mangan	2/1581
Dwight B. Marcin and Patricia J. Marcin	1/1581
William H. Marks	1/1581
William Marks and The Beach Condominium Owners Association, Inc.	1/1581
Rozella Z. Marks and The Beach Condominium Owners Association, Inc.	2/1581
Daniel J. Marks a/k/a Daniel Marks a/k/a Dan Marks and Sharon M. Marks a/k/a Sharon Marks	7/1581
Constance Marse	1/1581
Douglas L. Marshall	1/1581
Gerald D. Marshall	2/1581
Maurice K. Marshall and Gwendolyn R. Marshall	2/1581
Dollie Martin	2/1581
Albert Martorana and Sarah Martorana	1/1581
Franco J. Martorana	1/1581
David B. Marx and Susan C. Marx	1/1581
William S. Marx	1/1581
Deborah Scott Mason	1/1581
Joel Massey and Carolyn Massey	2/1581
Jonathan B. Livingston and unknown heirs of Floyd Massie	2/1581
Ellen L. Matherne	1/1581
Curlis J. Matherne a/k/a Curlis James Matherne	2/1581
Tom Mattern and Sharon Mattern	1/1581

Lyndel Matthews and Gloria Matthews	1/1581
Arthur J. Matthews and Kenneth Helms	2/1581
Cynthia A. Mauney	1/1581
Randy P. Mayer and Michael S. Mayer	1/1581
Muriel Sparks Mayhew	1/1581
James A. McCallum and Melanie R. McCallum	1/1581
Vernon L. McCary	2/1581
Terri McCastlain	1/1581
Teresa Layne McCluen	1/1581
Terrie McDaniel	1/1581
James B. McElfresh and Dianna L. McElfresh	1/1581
Robert E. McGehee, Jr.	1/1581
Robert E. McGehee	4/1581
Rose Ann McKernan	1/1581
Rose Ann McKernan and Rose L. Panigoni	1/1581
Raymond W. McLeod	4/1581
Doug McMillen	1/1581
Barbara McMullan a/k/a Barbara V. McMullan	2/1581
Simon J. McNamara	1/1581
John D. McNemar	1/1581
Kevin T. Mead	1/1581
R. Britt Mead	1/1581
Richard T. Mead and Susan Mead Bonsignore	3/1581
Charles A. Mead, IV	1/1581
Maria M. Mederos	1/1581
John C. Melendi and Lorna Melendi	2/1581
Jerry L. Melton and Thleia Diane Melton	1/1581
Max M. Merrick and Diane D. Merrick	328/1581
Walter H. Merrill and Morgan V. Merrill	2/1581
Elizabeth Merritt, Karen Lee Merritt, Debra Jean Yates, and Rebecca Kincaid	1/1581
Kathleen Mottinger	1/1581
Bruce A. Miller	1/1581
Keith Miller and Peggy Chen	1/1581
Maryaune C. Miller	1/1581
Richard Miller and Barbara Miller	1/1581
Harry R. Mills and Twila W. Mills, Trustees of the Mills Living Trust dated 3/7/2000	2/1581
Ofelia Miranda	1/1581
Ida C. Mitchem	1/1581
Chris Moix	1/1581
Jane Moncreif	1/1581
Phillip B. Montgomery and Deborah K. Montgomery	1/1581
Beverly J. Montle, Mickey N. Montle, Norm C. Montle, Dawn Pavlicak	2/1581
Dorothy Moorer	1/1581
William F. Moran, Jr.	1/1581

James Morris and Robin Morris	1/1581
Donald Morton and Eveleen Morton	1/1581
Thomas D. Mosley, Cathy L. Mosley, Edward F. Harrison and Pamela T. Harrison	2/1581
Judith W. Mozley	1/1581
Arthur J. Muehling and Mary L. Muehling	3/1581
Susan Mulder	1/1581
Michael Mulder a/k/a Mike Mulder and Susan Mulder	2/1581
Benjamin A. Mullins	2/1581
Rod Munoz and Mary Munoz	1/1581
Rodrigo Munoz and Lynda J. Munoz	4/1581
Bruce Murphy and Marie Murphy	1/1581
Phyllis S. Murphy Trustee, of that trust dated Feb. 1, 1994	5/1581
Cheryl A. Nelson	1/1581
Julia A. Nelson	1/1581
Luther M. Nelson and Diana S. Nelson	1/1581
Richard F. Nelson and Ellen M. Nelson	3/1581
Irvin Thomas Newberry, Jr.	1/1581
Merrill S. Newbill and Mary N. Newbill	2/1581
Frank M. Newhouse and Vickie A. Newhouse	1/1581
Graylon S. Nichols	1/1581
Colie Nichols a/k/a Colie Nichols, Jr. and Frieda K. Nichols	3/1581
Charles Ray Nix and Valerie G. Nix	1/1581
Robert A. Nuckols and Mary A. Nuckols as trustees of the Nuckols Trust	1/1581
Bill D. Nutt	1/1581
Lorraine G. Oakman	1/1581
James O'Brien and Melodie O'Brien	1/1581
Lawrence E. O'Conner and Elizabeth M. O'Conner	1/1581
W.R. Odom	1/1581
Charles O'Donnell and Cindy O'Donnell	1/1581
Julie Offner	1/1581
Raymond T. Oliver	9/1581
Barbara F. Olver	1/1581
Robert J. Orgeron and Sandra A. Orgeron	1/1581
Frederick J. Osterloh, III, Robert Marshall Osterloh, Judith M. Reynolds, Emily V. Jackson and Margaret Susan Hammock	1/1581
Rex Ostrander	2/1581
Alice Otterbourg	2/1581
John Merritt Otto and Kristi Otto	1/1581
Jahinsalo Oy	2/1581
Wanda Padgett	1/1581
Gladys B. Painter	1/1581
Linda M. Palmieri	3/1581
Ruth Elms n/k/a Ruth R. Palmer	2/1581
Brian W. Patterson and Loretta A. Patterson	2/1581
Ross E. Peeler and Ruth J. Peeler	1/1581
Maryana Pelkouski	1/1581

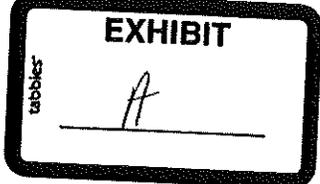
Frank Perez and Joan Perez	1/1581
Kathleen C. Perez	2/1581
Robert H. Perlman	3/1581
Mark Joseph Petrick, Jon Meyers Petrick, Gretchen Ann Petrick Workman	1/1581
Nicholas L. Petros and Josephine Petros	2/1581
Jannette Mexic Peyrefitte	1/1581
Jannette Peyrefitte	1/1581
Stephen J. Pfeiffer and Jessica L. Pfeiffer	1/1581
Karen E. Phillips	1/1581
Michelle K. Pieroni	1/1581
Robert F. Pieroni	1/1581
Lucinda Polemitis	1/1581
James Pope	1/1581
Christopher Joseph Porche	1/1581
Marvin Porche	1/1581
Matthew James Porche	1/1581
Yves A. Poret and Mary C. Poret	1/1581
David Porter, Sara Theobald and Eunice E. Porter	1/1581
Hewie Powell and Arlene Miller	1/1581
Michael D. Powell and Pamela A. Powell	1/1581
Walter J. Powers, Jr., Margaret P. Joffrion and Debra Dean	1/1581
Pamala Poyfair	1/1581
Chiquita M. Prewitt	2/1581
David A. Priatko and Dorothy E. Priatko	1/1581
James Terry Price	1/1581
Brian Lee Price a/k/a Brian Price and Mary Clare Froelich a/k/a Mary Froelich	2/1581
Harold Pridgen and Mary D. Pridgen	2/1581
Frank J. Prima, III and unknown heirs of Lynetta D. Prima	1/1581
Allan D. Profant and Rebecca C. Profant	1/1581
Paul J. Pryor a/k/a Paul Prior	2/1581
Alan Stuart Pugh	1/1581
Edna K. Putman individually and as Trustee for Kristie Putman and Ricky Putman, Kristie Putman individually and Ricky Putman individually	1/1581
Penny Radney-Bennett	1/1581
Robert R. Raef and Carol W. Raef	1/1581
Darrell R. Ragland and Marilyn P. Ragland	1/1581
Michael E. Raim	1/1581
Frances Rametta and Isabella Rametta	1/1581
Frankie M. Ramseur	1/1581
Andrew Ray and Sara Buchen Ray	2/1581
Sheila Reaves	1/1581
Kenneth G. Reinhardt and Christina C. Reinhardt	1/1581
John W. Remko and Virginia S. Remko	3/1581
Zachrida Retief	1/1581

Brenda Reynolds	1/1581
Eugene F. Reynolds and Doris E. Reynolds	1/1581
Shannon Rhue and Pam Rhue	1/1581
Sammy L. Rhyne and Peggy J. Rhyne	1/1581
Phyllis Rice	2/1581
W. Robert Richards and Patricia A. Richards Trustees of the Richards Trust	1/1581
Thomas H. Ridenour and Elizabeth R. Ridenour	1/1581
Mary Rodgers Ridgard	1/1581
John Riedie, Jr. and Bridget Riedie	1/1581
Fay Roach	1/1581
Dennis Roberts, Ronda Roberts, Lindsey Roberts and Ryan Roberts	1/1581
Howard W. Roberts and Peggy J. Roberts	1/1581
Richard R. Roberts and Phyllis S. Roberts	1/1581
Danella Robison	1/1581
Francis C. Rochette and Maureen A. Rochette	1/1581
Paula Rogers f/k/a Paula Mancuso	1/1581
Robert C. Rogers a/k/a Robert Rogers and Bernice Rogers	3/1581
William S. Rone and Rita S. Rone	1/1581
Gregory A. Rosen and Denise V. Rosen	1/1581
Gwen W. Ross and Rhonda Sealey	1/1581
Robert Rowell	2/1581
Alton John Royer Jr. and Pamela H. Royer	1/1581
William Ruby and Rebecca R. Davis	1/1581
James L. Rule and Phyllis S. Rule	1/1581
Jack Runsick and Kay Runsick	1/1581
Shannon Runsick and Lynette Runsick	1/1581
Bruce Rutledge and Lynne Rutledge	1/1581
William P. Saedlo	1/1581
Rex C. Salisberry and Carol A. Salisberry	1/1581
Joan Santobianco	2/1581
Kenneth B. Saunders	1/1581
Joseph C. Sawyer and Beulah P. Sawyer as Trustees of the Sawyer Trust dated 4/28/1998	1/1581
J. Charles Sawyer a/k/a J. Charles Sawyer, Jr. and Sandra L. Sawyer a/k/a Sandra Lee Sawyer	3/1581
Timothy M. Schaub	1/1581
Mark C. Schibler	2/1581
Swinson A. Schipman and Charlotte W. Schipman	1/1581
Karen Ann Kubiak Schlote	1/1581
Michael Schraeder and Lee Ann Schraeder	1/1581
Gary C. Schultz and Sherry Schultz	1/1581
Daniel G. Schultz and Theller E. Schultz	2/1581
Rhonda K. Schwartz and Markus T. Schwartz	1/1581
Bradford A. Scott and India R. Scott	1/1581
Anthony O. Seay and Mitzi A. Seay	1/1581
Dr. Frank D. Selman, and Dr. Linda R. Selman	1/1581
Douglass N. Seward and Josephine J. Seward	2/1581

Elias Shamatta and Mary Anne Shamatta	1/1581
Cynthia A. Shinsky, Rosalind Howe and Cindy Wiechman	1/1581
Richard A. Short and Celia D. Short	1/1581
Gary A. Shuler and Theresa G. Shuler	1/1581
Edgar Shumate and Jeanette Shumate	1/1581
Jeanette Shumate	1/1581
Barry Siemer	1/1581
David L. Simmons and Michelle D. Simmons	1/1581
Howard Simpson and Linda Simpson	1/1581
Jerry W. Singley, Sr.	2/1581
Anita B. Smith	1/1581
Darrel M. Smith and Marlene Smith	1/1581
Della I. Smith	1/1581
Jerald Smith	1/1581
Kathleen Smith	1/1581
Sylvia Smith	1/1581
Wanda Smith	1/1581
Marlin Smith	2/1581
Seaton E. Smith a/k/a Seaton E. Smith, Jr. and Lucille M. Smith	2/1581
T. Frank Smith	2/1581
Donna J. Solomon and Richard Solomon	2/1581
Charles Sommer and Laurie Sommer	2/1581
Walter L. Sorg, Jr.	1/1581
James E. Soule and Cheryl K. Sibilsky	5/1581
William G. South and Dorothy K. South	1/1581
South West Psychiatric Assoc., PA	2/1581
Donald E. Sparks and Stacie A. Sparks	1/1581
Ronald E. Sparks, Bonnie J. Sparks, Lonnie E. Sparks, and Ronald G. Sparks	1/1581
Ronald E. Sparks, Sr., Lonnie E. Sparks, and Ronald G. Sparks	1/1581
Ronald Sparks	2/1581
Fran Spears	1/1581
Mark Spicer, Jay Spicer and Roger Spicer	1/1581
Don A. Spivy and Marcia F. Spivy	1/1581
Joe P. St. John	3/1581
Ray Standley and Francis Standley	1/1581
Joseph P. Stanley and Shaun L. Stanley	1/1581
M. Walter Steinvorth and June C. Steinvorth	1/1581
Barbara Stevens	1/1581
Jon E. Stewart and Elizabeth A. Stewart	1/1581
William Stock	1/1581
Vivian R. Stoffregen	1/1581
Herbert J. Stratman and Betty R. Stratman	2/1581
Michael D. Straub and Karen Mechan	1/1581
John P. Streit and Ann T. Streit	1/1581
John P. Sturm and Betty J. Sturm	2/1581

Summer Place, Inc.	4/1581
Jane Summerlin	1/1581
Patsy G. Summerlin	1/1581
Scott Svihula and Rhonda Svihula	1/1581
Kenton W. Sweckard	5/1581
Russell Sweeney and Donna T. Sweeney	1/1581
Peter J. Swenton and Irene Roditakis	1/1581
Peter J. Swenton, Jr.	1/1581
Joe Swords	1/1581
Phyllis Swords and Mitzi Swords	1/1581
A. Arthur Sylvester and Delois R. Sylvester	1/1581
Alfred P. Szesny and Marlene H. Szesny	1/1581
Shaun Szuba and Lee Szuba	1/1581
Patricia Taggart-Fisher	1/1581
Lige Tatone	1/1581
Lige Tatone and Christine W. Tatone	1/1581
James Joseph Tatone	2/1581
Gayle S. Taylor	1/1581
Washington T. Taylor	2/1581
Craig A. Terrell and Jackie Terrell	1/1581
Joyce Durdin Therrell	1/1581
G. E. "Gar" Thiry and Sharon T. Thiry	1/1581
Kaye Burgess Thomas	1/1581
Lorraine Thomas a/k/a Maria Lorraine Thomas	2/1581
David B. Thomas, Jr. and Patricia H. Thomas	1/1581
John M. Thompson	1/1581
John Thompson and Dana Thompson	1/1581
Ray Thompson	1/1581
Taylor C. Thompson and Blaise T. Thompson	1/1581
Valerie Thompson	1/1581
Taylor C. Thompson and Amanda L. Thompson	2/1581
Rebecca Thorley and The Beach Condominium Owners Association, Inc.	1/1581
Bebe C. Thorn	1/1581
James P. Thurn	1/1581
Gertrude Titsch	1/1581
Emily A. Tobey	1/1581
Michael H. Trainor	1/1581
Alex J. Tringas	13/1581
Michael A. Troyer and Melinda B. Troyer	1/1581
Terry Tucker and Tuajuana Tucker	1/1581
Dr. Lamar Turner	1/1581
Joseph D. Tydings	3/1581
Nancy J. Tyrell	2/1581
Daniel G. Valente and Susan J. Valente	3/1581
Randall J. Valles and Deolinda G. Ferreira	1/1581
Sarah D. Vandagriff and Oliver Kim Vandagriff	1/1581
Karl T. VanEtten and Allie L. VanEtten	1/1581

Harold J. Williams and Janice Williams	1/1581
Leslie Williams and Diane Williams	1/1581
Steve R. Williams a/k/a Steve H. Williams a/k/a Steve Williams and Pam Williams	2/1581
Roger T. Williford and Joan P. Williford	2/1581
Lawrence H. Williges and Sandra S. Williges	1/1581
Shirley A. Willmon	3/1581
John A. Willott and Alaine Ann Willott	1/1581
David B. Wilson and Nikole Wilson	1/1581
Dell L. Wilson, Jr.	1/1581
Jennifer Lynne Wilson	1/1581
Jerome E. Wilson	1/1581
Stephen Wilson and Janet Wilson	1/1581
Thelma Wilson, Shelby Norman, Charlene Johnson, and Norma Lee DeSpain	1/1581
Angela Warren Wilson a/k/a Angela W. Wilson	2/1581
Mary Wimble and Jacqueline A. Terrell	1/1581
John C. Winbery	2/1581
Michael Windus and Barbara Windus	1/1581
Joseph Winkel	1/1581
Timothy J. Wise	1/1581
Anne D. Wood	2/1581
Bobby Wooton and Mae Wooton	2/1581
David K. Wright	1/1581
Lynn A. Wright	1/1581
Larry B. Yandell a/k/a Larry Yandell and Rita J. Yandell a/k/a Rita Yandell	2/1581
Theresa Yankovoy	2/1581
Nancy K. Yauger	1/1581
John M. Yunker	1/1581
Paul Zaliwski	2/1581
Ted Zatonsky and Sylvia Zatonsky	1/1581
Nestor Zatonsky and Jane Zatonsky	2/1581
Richard Zerfas and Donna Zerfas	1/1581
James T. Zimmerman and Juliana H. Zimmerman	1/1581



THE BEACH CONDOMINIUM OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation,

IN THE COUNTY COURT IN AND FOR SANTA ROSA COUNTY, FLORIDA

Plaintiff:
v.

CASE NO. 2009 CA 001653

4 M MANAGEMENT TEAM, INC., et. al.,
Defendants.

GENERAL JURISDICTION DIVISION

ORDER APPROVING LISTING AGREEMENT

THIS MATTER is before the court on the motion of the Plaintiff for court approval of a listing agreement between Plaintiff and NBI Properties, Inc. for the sale of the subject property in this case. Upon consideration of the motion, the court is of the opinion that the motion is due to be granted. It is therefore

ORDERED, ADJUDGED and DECREED that the listing agreement between the Plaintiff and NBI Properties, Inc. attached to Plaintiff's motion for sale of the subject property is hereby approved.

Done this 9 day of March, 2012.



MARCI GOODMAN
Circuit Judge

CLERK'S CERTIFICATE

Conformed copies mailed this 12 day of March, 2012, to:

John Cottle, Esq., Becker & Poliakoff, P.A., 348 Miracle Strip Parkway, SW, Paradise Village, Suite 7, Fort Walton Beach, FL 32548

William C. Borgersen, Esq., Borgersen, Low & Associates, PA, 2530 West Bay Drive, Largo, FL 33770

Michael Gibson, Esq., Gibson & Jarvis, PA, 5412 Highway 90, Pace, FL 32571

Angela J. Jones, Esq., Locklin, Jones & Saba, PA, 6460 Justice Avenue, Milton, FL 32570

Chett Calvert, 422 County Road 211, Bremen, AL 35033

Janine Henry, 748 N. Gypsum Valley Road, Solomon, Kansas 67480

Robert Sorel, 4681 Pine Lane, Pace, FL 32571

Christina Reinhardt, 4237 Foxglove Trace, Indianapolis, IN 46237

Gwen Pittman, 7821 Co. Rd. 88, Pisgah, AL 35765

Mary Alice Anderson, 1323 Martina, Dr., Dunwoody, GA 30338

William G. Warner, Esq., P.O. Box 1820, Panama City, FL 32402

Pamela Jo Bondi, Esq. Attorney General, The Capitol, Suite PL-01, Tallahassee, FL 32399-1050.

Kerry A. Schultz, Esq., Fountain, Schultz & Associates, 2045 Fountain Professional Court, Suite A, Navarre, FL 32566.

MARY JOHNSON
Clerk of Court

By: Bj
Deputy Clerk

ACTIVE: 3720533_1

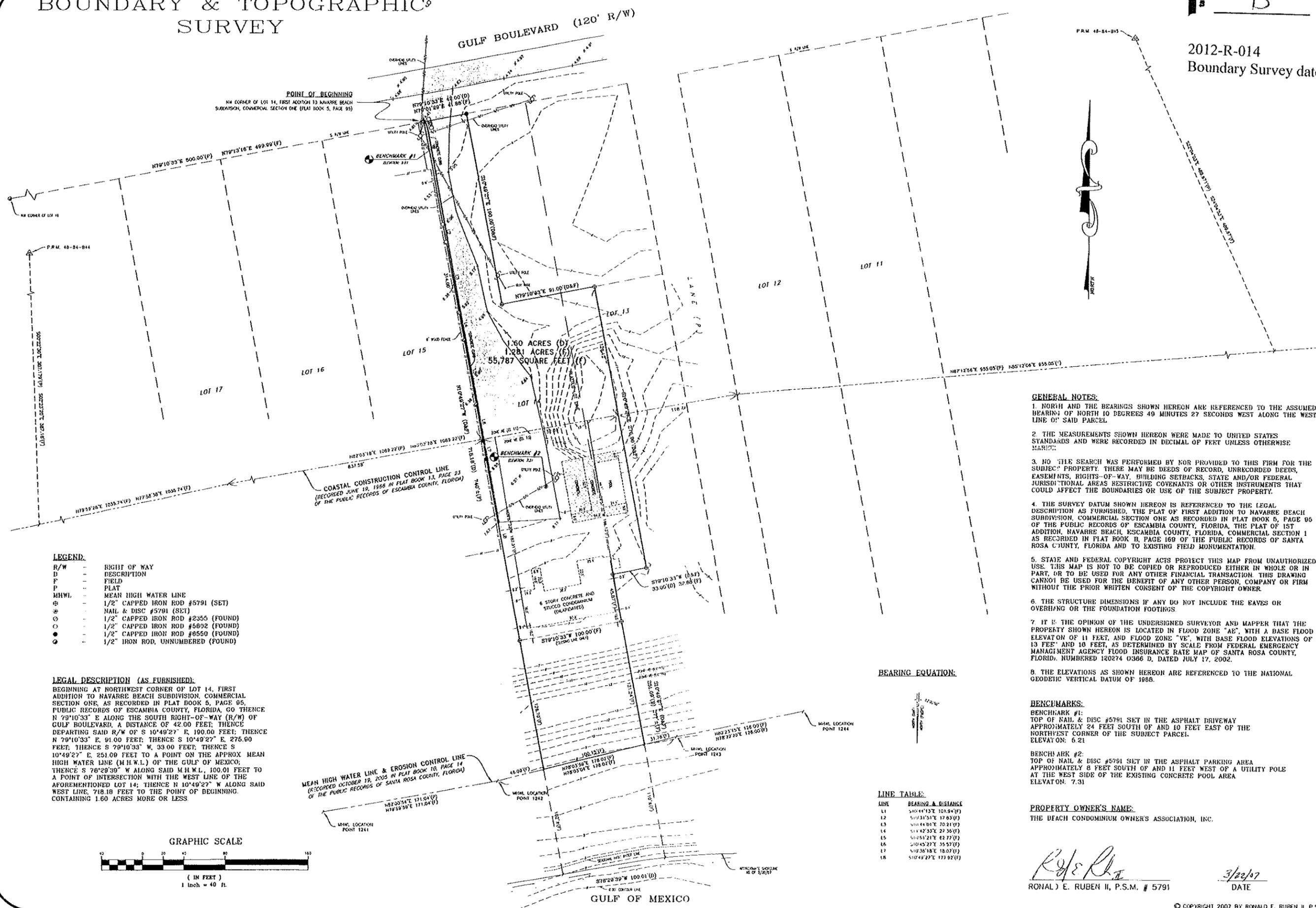
BOUNDARY & TOPOGRAPHIC SURVEY

EXHIBIT

B

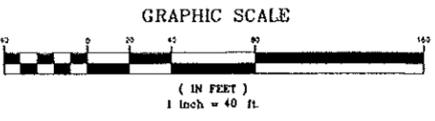
JOB NO. 0239-05
SHEET 1 OF 1

2012-R-014
Boundary Survey dated 03-22-07



- LEGEND.**
- R/W - RIGHT OF WAY
 - D - DESCRIPTION
 - F - FIELD
 - P - PLAT
 - MHWL - MEAN HIGH WATER LINE
 - ⊕ - 1/2" CAPPED IRON ROD #5791 (SET)
 - ⊙ - NAIL & DISC #5791 (SET)
 - - 1/2" CAPPED IRON ROD #2355 (FOUND)
 - - 1/2" CAPPED IRON ROD #5802 (FOUND)
 - - 1/2" CAPPED IRON ROD #6550 (FOUND)
 - - 1/2" IRON ROD, UNNUMBERED (FOUND)

LEGAL DESCRIPTION (AS FURNISHED):
 BEGINNING AT NORTHWEST CORNER OF LOT 14, FIRST ADDITION TO NAVARRE BEACH SUBDIVISION, COMMERCIAL SECTION ONE, AS RECORDED IN PLAT BOOK 5, PAGE 95, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, GO THENCE N 79°10'33" E ALONG THE SOUTH RIGHT-OF-WAY (R/W) OF GULF BOULEVARD, A DISTANCE OF 42.00 FEET; THENCE DEPARTING SAID R/W OF S 10°49'27" E, 190.00 FEET; THENCE N 79°10'33" E, 91.00 FEET; THENCE S 10°49'27" E, 275.90 FEET; THENCE S 79°10'33" W, 33.00 FEET; THENCE S 10°49'27" E, 251.09 FEET TO A POINT ON THE APPROX MEAN HIGH WATER LINE (M.H.W.L.) OF THE GULF OF MEXICO; THENCE S 79°29'39" W ALONG SAID M.H.W.L., 100.01 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE AFOREMENTIONED LOT 14; THENCE N 10°49'27" W ALONG SAID WEST LINE, 718.18 FEET TO THE POINT OF BEGINNING, CONTAINING 1.60 ACRES MORE OR LESS.



BEARING EQUATION:

LINE TABLE:

LINE	BEARING & DISTANCE
L1	S10°44'13"E 101.94'(F)
L2	S10°31'51"E 17.63'(F)
L3	S11°44'01"E 70.21'(F)
L4	S11°42'35"E 27.36'(F)
L5	S10°55'21"E 62.77'(F)
L6	S10°45'27"E 35.57'(F)
L7	S10°38'18"E 18.07'(F)
L8	S10°49'27"E 173.92'(F)

GENERAL NOTES:

1. NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 10 DEGREES 49 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE NOTED.
3. NO FIELD 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, STATE AND/OR FEDERAL JURISDICTIONAL AREAS RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE LEGAL DESCRIPTION AS FURNISHED, THE PLAT OF FIRST ADDITION TO NAVARRE BEACH SUBDIVISION, COMMERCIAL SECTION ONE AS RECORDED IN PLAT BOOK 5, PAGE 95 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THE PLAT OF 1ST ADDITION, NAVARRE BEACH, ESCAMBIA COUNTY, FLORIDA, COMMERCIAL SECTION 1 AS RECORDED IN PLAT BOOK 5, PAGE 169 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA AND TO EXISTING FIELD MONUMENTATION.
5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
6. THE STRUCTURE DIMENSIONS IF ANY DO NOT INCLUDE THE EAVES OR OVERHANG OR THE FOUNDATION FOOTINGS.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR AND MAPPER THAT THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "AE", WITH A BASE FLOOD ELEVATION OF 11 FEET, AND FLOOD ZONE "VE", WITH BASE FLOOD ELEVATIONS OF 13 FEET AND 16 FEET, AS DETERMINED BY SCALE FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF SANTA ROSA COUNTY, FLORIDA, NUMBERED 120274 0386 D, DATED JULY 17, 2002.
8. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1988.

BENCHMARKS:

- BENCHMARK #1:**
 TOP OF NAIL & DISC #5791 SET IN THE ASPHALT DRIVEWAY APPROXIMATELY 24 FEET SOUTH OF AND 10 FEET EAST OF THE NORTHWEST CORNER OF THE SUBJECT PARCEL.
 ELEVATION: 6.21
- BENCHMARK #2:**
 TOP OF NAIL & DISC #5791 SET IN THE ASPHALT PARKING AREA APPROXIMATELY 24 FEET SOUTH OF AND 11 FEET WEST OF A UTILITY POLE AT THE WEST SIDE OF THE EXISTING CONCRETE POOL AREA.
 ELEVATION: 7.31

PROPERTY OWNER'S NAME:
 THE BEACH CONDOMINIUM OWNER'S ASSOCIATION, INC.

Ronald E. Ruben
 RONALD E. RUBEN II, P.S.M. # 5791
 DATE 3/22/07

APPROVED BY:	DATE:	NO.:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		
JOB NO.:	FIELD BOOK:	PAGE:
10239-05	315/378/380	2-3/55/42
PROPERTY ADDRESS:	REQUESTED BY:	
8459 GULF BOULEVARD	BETTER HOMES REALTY	
SCALE:	DRAWN BY:	PARTY CHECK APPROVED:
1" = 40'	MAO/JHL/JHL	RER
BOUNDARY & TOPOGRAPHIC SURVEY	FIELD DATE:	SHEET NO.:
A PORTION OF LOTS 13 & 14, 1ST ADDITION, NAVARRE BEACH SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, COMMERCIAL SECTION 1, A SUBDIVISION OF A PORTION OF SANTA ROSA COUNTY, FLORIDA, COMMERCIAL SECTION 1, AS RECORDED IN PLAT BOOK 5, PAGE 95, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.	3/20/07	1 OF 1



Roger A. Blaylock, P.E.
EXECUTIVE DIRECTOR
Terry W. Wallace
UTILITIES SUPERVISOR

NAVARRE BEACH

WATER & SEWER DEPARTMENT

1411 UTILITY DRIVE

NAVARRE BEACH, FL 32566

A Division of Santa Rosa County Board of Commissioners

September 4, 2012

Pat Blackshear
103 Gulf Point Road
Santa Rosa Beach, FL 32459

**Re: 8459 Gulf Boulevard
Portion of Lot 13& 14 1st Addition of
Navarre Beach Subdivision**

To Whom It May Concern:

This is verification that Water and Sewer are available for **8459 Gulf Boulevard**.

Water taps are currently \$2,500.00 and Sewer Taps are \$3,600 for a total of \$6,100.00

Should you need additional information, please give me a call at 850 936-6110.

Sincerely,

NAVARRE BEACH DIVISION
of Santa Rosa County

Terry W. Wallace
Utilities Supervisor

TWW/cak
File in X Drive, NB, NB Taps, Water Sewer Availability

1041

RESTATED AND AMENDED LEASE AGREEMENT

73-60
30
55
43 85

This Restated and Amended Lease Agreement, herein called the "Amended Lease" is made this 19 day of APRIL, 1979, between the SANTA ROSA COUNTY BEACH ADMINISTRATION, an agency of Santa Rosa County, hereinafter called the "Lessor", and James M. Ready, 105 Yacht Club Drive, N. E., Fort Walton Beach, Florida 32549, hereinafter called the "Lessee".

I - STATEMENT OF PURPOSE

This Amended Lease is being executed to amend, consolidate and restate the existing lease agreement between Lessor and Lessee. The purpose of this Amended Lease is to amend certain provisions of the existing lease agreement, and to restate the terms of the agreement. It is expressly recognized and agreed that this Amended Lease supersedes the existing lease between Lessor and Lessee and shall be the instrument defining the agreements between Lessor and Lessee as to the premises described in Section II.

II - PREMISES LEASED

Lessor leases to the Lessee the following property located on Santa Rosa Island, Escambia County, Florida, which property is leased to Santa Rosa County, Florida: lots 13 and 14, Navarre Beach Subdivision, First Addition according to the plat thereof recorded in the Public Records of Escambia County, Florida.

The property leased to Lessee is herein called the "Leased Property" or the "Leased Premises".

III - TERM OF AMENDED LEASE

The term of this Amended Lease shall be for a period of ninety-nine (99) years, commencing May 7, 1968, which is the date of the

original lease to these lots, together with an option to renew this Amended Lease for the balance of Lessor's lease term under its lease from the Santa Rosa Island Authority; but, this Amended Lease may be sooner terminated in accordance with the terms of this Amended Lease.

IV - RENT

Lessee covenants and agrees to pay Lessor an annual rental determined as follows:

A. As to all business conducted on the Leased Property other than the sale or rental of condominium units, Lessee shall pay an annual rental of five percent (5%) of Gross Sales.

B. If Lessee constructs condominium units on the Leased Property, Lessee shall pay an annual rental for condominium units in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) per unit per year.

Until the amounts paid pursuant to subparagraphs "A" and "B" above exceed \$500.00 per lot per year, Lessee expressly agrees to pay Lessor a minimum annual rental of not less than Five Hundred and 00/100 Dollars (\$500.00) per lot. The minimum rental of Five Hundred and 00/100 Dollars (\$500.00) shall be paid in advance to Lessor on May 7 of each year, commencing with May 7, 1979, and any additional amount determined by the foregoing percentages of Gross Sales shall be paid on or before May 15, commencing as of May 1, 1980 for the preceding twelve (12) month period commencing May 1 of each year. The rental of \$250.00 per condominium unit per year shall be due and payable at the time of the initial sale of a unit, and on each anniversary date of such sale thereafter. All rents shall either be paid collectively through either the Lessee or the Condominium Association, it being expressly agreed that Lessor

062610
ESTAMBIA COUNTY
FLORIDA
DEPT. OF REVENUE
APR 23 1979
REG. 11114
DOCUMENTARY SUR TAX
0.055

shall not be required to collect or receive rental payments separately from each condominium or townhouse owner.

The term "Gross Sales" as used herein shall include:

A. The selling price of all items of merchandise, food and beverages sold by Lessee, whether for cash or for credit, and in case of sales on credit whether payment is actually made;

B. All gross receipts from the use of laundry facilities, pinball or similar game machines, and "jukeboxes" and similar items;

C. The price or consideration received for all merchandise or services of every kind, whether sold or rented, and the charges or rentals for all services or facilities performed or furnished on or from the Leased Property. Any sales or use tax which Lessee may be required to collect and account for to any governmental authority shall not be included in determining Gross Sales.

All references to Lessee's Gross Sales shall be deemed to include the gross sales of Lessee, sub-tenants, assignees or concessioners, if any, and the sum shall be included in the same manner as though they represent sales made by the Lessee. Reference to assignees, sub-tenants or concessioners of this Lease creates no separate rights in the Lessee to assign or sublease.

V - MAINTENANCE OF RECEIPT SYSTEM;
FURNISHING OF REPORTS OF GROSS SALES

Lessee shall, for the purpose of computing rental under Section IV, install and maintain an adequate system by which will be recorded the receipts from all Gross Sales and other transactions had in and upon the Leased Property in connection with Lessee's business, and Lessee will keep such records on file for a period of not less than three (3) years, and will give to Lessor and Lessor's agents the privilege at

any time during normal business hours of the Lessee of inspecting and examining Lessee's cash register receipts, vouchers, books of account (relating to calculation of Gross Sales) (if any) and Lessee will assist in Lessor's making of such inspection, examination or audit.

Lessee shall, for the purpose of ascertaining the amounts payable as percentage rental, keep at the Leased Property books which shall show Gross Sales made by the Lessee in or from the Leased Property, and further agrees to deliver to Lessor yearly statements of the total Gross Sales made in or from the Leased Property signed and sworn to by Lessee.

Lessee agrees to exhibit to Lessor, or Lessor's agents, all tax returns made by Lessee for sales or use tax purposes.

VI - UTILITIES

Lessee shall pay for all its requirements for utilities, including, but not limited to, gas, steam, water, electricity and sewer charges. Lessee further agrees to use exclusively, if provided by Lessor, such public utilities and public services relating to health and sanitation as may from time to time be made available by Lessor, or by others pursuant to agreements, licenses or permits with Lessor. Nothing in this paragraph shall obligate Lessor to provide any services.

VII - USE OF LEASED PREMISES

The Leased Premises shall be utilized and developed by Lessee as a multi-family project in the form of apartments, motels, hotels, condominiums, co-operatives and/or townhouses together with related business operations associated with such projects. Any plans for development of the Leased Premises shall be subject to the review and approval of Lessor; provided that, Lessor agrees that it will not withhold its approval of Lessee's development plans unreasonably.

Lessee agrees not to commence any construction on the Leased Premises until the plans and specifications submitted by the Lessee to Lessor receive the written approval of Lessor, and Lessee further agrees that all construction will be in accordance with the plans and specifications which are approved by Lessor.

VIII - ACCESS TO BEACHES

Lessor and Lessee agree that the public shall have access to the beaches and water (Gulf of Mexico), and that Lessee shall not charge admission for the privilege of going upon the beach or water adjacent to the Leased Property. Lessor reserves the right to make such rules and regulations concerning the use of the beaches by the public as Lessor may deem appropriate and desirable. This provision shall not be deemed as creating an access to the Gulf of Mexico from Gulf Boulevard across the Leased Property.

IX - COMPLIANCE WITH LAWS, SAFETY

Lessee agrees to comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted by any governmental body having jurisdiction over the Leased Property, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the Leased Property. Lessee further agrees to maintain the Leased Property in a clean, attractive and safe condition. Lessee further agrees to exercise all reasonable safety measures in the operation of its businesses for the protection of the public.

This Amended Lease and the Leased Property shall always be subject to applicable covenants, restrictions and building codes adopted from time to time by governmental agencies having authority over the Leased Property.

X - MAINTENANCE OF REQUIRED LICENSES

Lessee shall obtain all licenses required by all governmental authorities having jurisdiction over the Leased

Property for the type of business operated by Lessee, and shall maintain all required licenses during the term of this Amended Lease.

XI - TITLE TO IMPROVEMENTS

Title to any building or other improvements of a permanent character that shall be placed upon the Leased Property by Lessee shall vest in Lessor, or its assigns, upon the termination of this Amended Lease, and Lessee acknowledges that it shall have no right to remove such fixed and permanent improvements from the Leased Property.

XII - REPAIRS AND MAINTENANCE

Lessee shall, at its own cost and expense, repair, replace and maintain the Leased Property in a good, safe and substantial condition and shall use all economically reasonable precautions to prevent waste, damage or injury to the Leased Property.

XIII - TAXES AND ASSESSMENTS

Lessee shall pay and discharge all existing and future taxes, sales taxes, use taxes, assessments, duties, impositions and burdens lawfully assessed, charged or imposed upon the Leased Property, and shall deliver to Lessor promptly upon request evidence of the payment of the taxes and assessments.

XIV - ASSIGNMENT AND TRANSFERS

Lessee shall not assign or sublet this Amended Lease, or any portion of the Leased Property, without Lessor's prior written consent, provided that Lessor shall not unreasonably withhold its consent. The parties acknowledge that Lessee plans to develop condominium units and, when legally permitted to do so, to assign this Amended Lease to a condominium association formed under Florida law. Although not consenting to such an assignment at this time, Lessor acknowledges that such an assignment would be reasonable if

the proposed assignee is reasonably capable financially and managerially of performing the duties of Lessee under this Amended Lease. Lessee may assign or mortgage this Amended Lease to any public or private lending institutions for the purpose of obtaining construction or permanent financing. So long as mortgagee keeps on file with Lessor a proper address, notice of any default by Lessee will be sent to the mortgagee at such address at the same time notice of default is sent to Lessee, and this Amended Lease may not be terminated for such default until thirty (30) days after notice thereof has been mailed to such mortgagee, during which period either the mortgagee or mortgagor may remedy the default. Should any mortgagee foreclose any mortgage covering the Leased Property, then, in that event, such mortgagee, or its assigns, shall have the right to assign, sublet or sublease this Amended Lease or the Leased Property to a third party or parties without obtaining the prior written consent of Lessor.

In the event Lessee shall construct condominium units on the demised premises, Lessor agrees to join in the declaration of condominium prepared for that purpose, provided such declaration shall in no way create financial liability for Lessor. Lessor further agrees that in the event Lessee shall construct condominium units, in the event of the sale of a condominium unit it shall not be necessary that Lessee notify Lessor of such sale or that Lessor be paid a transfer fee, provided Lessee shall at all times maintain a current accurate list of condominium owners together with the date of purchase and original purchase price of each unit. It is expressly agreed that the sale of a condominium apartment or townhouse shall not be considered an assignment or subletting, and the prior consent of Lessor to such a sale shall not be required.

XV - LESSOR'S ACCESS

Lessor and Lessor's agents shall at all reasonable times have access to the Leased Property for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Amended Lease.

XVI - INDEMNITY - INSURANCE

All property of every kind which may be on the Leased Property during the term of this Amended Lease shall be at the sole risk of Lessee, or those claiming under Lessee, and Lessor shall not be liable to Lessee, or to any other person whomsoever, for any injury, loss or damage to any person or property in or upon the Leased Property. Lessee hereby covenanting and agreeing to assume all liabilities for or on account of any injury, loss or damage herein described, and to save Lessor harmless from such injury, loss or damage. Furthermore, Lessor shall not be liable to Lessee or to Lessee's employees, patrons, licensees, permittees or visitors for any damage to property or injury to person caused by the act or negligence of any other user of Lessee's facilities; Lessee accepts the Leased Property as wholly suitable for the purpose for which it is leased, and agrees to hold Lessor harmless from all claims for any such damage.

Additionally, Lessee hereby agrees to indemnify and save harmless Lessor for and from any and all claims, demands, suits, judgments, costs, liabilities or expenses on account of any loss or injury occurring on the Leased Property, and if suit is brought against Lessor upon any claim pursuant to this paragraph, Lessee will, upon notice of such suit, assume the defense of the suit at Lessee's expense.

In furtherance of Lessee's obligations set forth herein, Lessee agrees to maintain in full force during the term of this Amended Lease, and any renewals, continuations,

holding over or extensions, a policy of public liability and property damage insurance under which Lessor and Lessee are named as insureds, and under which the insurer agrees to indemnify and hold Lessor harmless from and against all cost, expense and liability arising out of or based upon any and all claims, accidents, injuries, demands, suits, judgments, costs and damages as mentioned in this Section. Each policy shall be noncancellable with respect to Lessor and Lessor's designees without ten (10) days written notice to Lessor and a duplicate original of the policy shall be delivered to Lessor. The minimum limits of liability of such insurance shall be \$100,000.00 for injury or death to any one person, and \$1,000,000.00 for injury or death to more than one person.

XVII - SUBJECT TO RESTRICTIONS OF RECORD

This Amended Lease and the Leased Property are expressly subject to and bound by the terms, covenants, conditions and restrictions of the lease agreement between the Santa Rosa Island Authority, as an agency of Escambia County, Florida, as Lessor, and Santa Rosa County, Florida as Lessee, dated February 11, 1956, and recorded in Deed Book 438, at page 180 of the public records of Escambia County, Florida, and Deed Book 124 at page 301 of the public records of Santa Rosa County, Florida, and any amendments and additions to this lease, whether the amendment and additions are adopted before or after the execution of this Lease. In the event the lease between Santa Rosa Island Authority and Santa Rosa County is ever terminated, Lessee agrees to pay rent and otherwise comply with the Amended Lease in accordance with Lessor's instructions.

XVIII - ENFORCEMENT OF LEASE; FORFEITURE
DEFAULT; REMEDIES; NONWAIVER

Lessor may enforce the performance of this Amended

Lease in any manner provided by law, and this lease shall be void and shall be forfeited on a declaration of forfeiture by Lessor:

1. If default shall be made by Lessee in the payment of the rent as specified in this Amended Lease;

2. If Lessee shall assign or sublet the Leased Property, except as permitted herein, without the prior written consent of Lessor;

3. If Lessee shall use the Leased Property for any illegal or unauthorized purposes;

4. If Lessee fails to deliver on a timely basis any information required to be delivered pursuant to Section V of this Amended Lease and this is necessary to ascertain Lessee's correct Gross Sales for use in calculating the percentage lease payment due to Lessor;

5. If default shall be made by Lessee in the performance of any material terms or conditions of this Amended Lease that Lessee is to perform other than subparagraphs 1-4 of this Section XVIII, a breach of which shall per se be deemed to be a material default.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Amended Lease forfeited. The notice from Lessor shall be sent as specified in this Amended Lease, or may be delivered to Lessee personally, and unless Lessee shall have completely removed or cured the default within ninety (90) days from the date of Lessor's notice of intention to declare the Amended Lease forfeited, this Amended Lease shall come to an end as if the date established by notice of forfeiture were the day originally fixed herein for the expiration of the term of this Amended Lease, without any further notice from Lessor to Lessee. Lessor's agent or attorney shall have the right, without further notice or demand, to reenter and remove all persons

and Lessee's property from the Leased Property without being deemed guilty of any trespass. In consideration of the substantial investment made by Lessee in improvements on the demised premises, Lessor agrees that Lessee shall not be liable for any rent for the unexpired portion of this Amended Lease if Lessor declares this Amended Lease forfeited pursuant to the terms of this agreement.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Amended Lease, or to exercise any option set forth in this Amended Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

It is expressly agreed and understood that this Section is a material part of this Amended Lease and that Lessor entered into this Amended Lease, and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this Section.

XIX - ATTORNEYS' FEE WAIVER

If default be made by Lessee in the performance of any of the terms, covenants, agreements or conditions set forth in this Amended Lease, so that it becomes necessary to place the enforcement of this Amended Lease or any part of this Amended Lease or the collection of any rent due or to become due hereunder or the recovery or possession of the Leased Property in the hands of an attorney or to file suit upon this Amended Lease, Lessee shall pay Lessor all the costs incurred in such action, including a reasonable attorneys' fee.

XX - NOTICES

All notices provided in this Amended Lease shall be deemed sufficient when sent by U. S. Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

Lessor	:	Santa Rosa County Beach Administration 3655 Gulf Boulevard Gulf Breeze, Florida 32561
Lessee	:	James M. Ready 105 Yacht Club Drive, N. E. Fort Walton Beach, Fla. 32548

Any change in address of either Lessor or Lessee may be effected upon giving the notice as provided in this paragraph.

XXI - PROVISIONS BINDING

The terms and provisions of this Amended Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, respectively, subject to other provisions in this Amended Lease limiting assignment and subletting.

XXII - AMENDMENT

This Amended Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties.

XXIII - SEVERABILITY

If any provision of this Amended Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Amended Lease shall continue in full force and effect.

XXIV - PARAGRAPH HEADINGS

The paragraph headings in this Amended Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Amended Lease or any of its provisions.

XXV - ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee on the subject of this Amended Lease, and all prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this Amended Lease are cancelled and superseded by the provisions of this Amended Lease.

XXVI - WAIVER

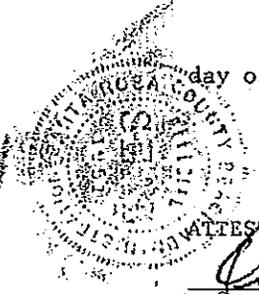
Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by Lessor of any of its rights under this Amended Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Amended Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action to waive or render unnecessary Lessor's consent or approval to or to any subsequent similar act by Lessee.

XXVII - TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Amended Lease on the part of Lessee to be done and performed.

EXECUTED in multiple original copies on the 19

day of April, 1979.



SANTA ROSA COUNTY BEACH ADMINISTRATION

By: William H. Byrom
William H. Byrom, Chairman

Oscar J. Locklin
Oscar J. Locklin, Secretary

"LESSOR"

[Signature]

[Signature]

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this the 19 day of April, 1979, by William H. Byrom and Oscar J. Locklin, the Chairman and Secretary, respectively, of Santa Rosa County Beach Administration, for and on behalf of the said

[Signature]

Notary Public

My commission expires: 10-2-79

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day personally appeared before me, JAMES M. READY, known to me to be the person described in the foregoing who acknowledged before me that he executed the same for the uses and purposes therein.

WITNESS my hand and official seal this 29 day of April, 1979.

[Signature]

Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 7 1983
LICENSED THRU GENERAL INS. UNDERWRITERS



APR 23 11 24 AM '79
IN ROOM 15 STATE NOTED ABOVE
JOE L. STUBBS, COMPTROLLER
ESCAMBIA COUNTY

FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

944546

BOOK 330 PAGE 86

700

LEASE

ASSIGNED DATE 2-18-72
O R BOOK 632 PAGE 704

STATE OF FLORIDA
COUNTY OF SANTA ROSA

THIS LEASE AGREEMENT entered into by and between Santa Rosa County Beach Administration, hereinafter called the "Administration", as an agency of Santa Rosa County, Florida, and Walter J. Smith and Barbara B. Smith, his wife, hereinafter called Lessees.

W I T N E S S E T H:

1. The Administration does hereby grant, demise and lease unto the Lessees, in consideration of the rents and covenants herein reserved and contained certain property on Santa Rosa Island in Escambia County, Florida, described as follows:

Lots 9, 10, 11, 12, 13 and 14, Navarre Beach Subdivision, First Addition

2. The primary term of this lease shall be for a period of 99 years and shall begin on the date of the execution of this lease agreement.

3. The above described property is leased to Lessees as business or commercial property for the purpose of constructing, maintaining and operating motel or cottage units thereon, which Lessees agree to erect and complete on the leased premises according to and in conformity with plans and specifications to be approved by the Administration (the Administration's approval shall not be withheld by reason of the number of units proposed to be built), and to be located on said property in mutual agreement with the Administration and Lessees. In addition the Lessees may install and operate a dining room, cocktail lounge or other business as are usual and customary in conjunction with such units. In event that such facilities are installed by Lessees, the rental fees, based upon gross receipts, shall cover any concession, installation, facility or business which Lessees operates in conjunction with his units, or which he operates upon the leased premises.

4. The Lessees agree to erect the structure which they will build upon the premises 24 hours a day for a period of May 1st to Labor Day week-end of each year.

5. Lessees agree to pay to the Administration an annual rental of \$500.00 per lot, plus five per cent of the gross receipts derived from any business conducted on said leased premises. Said \$500.00 per lot annual rent shall be payable in advance on or before the anniversary of the execution of this lease. The said five per cent of the gross receipts shall be payable to the Administration monthly not later than ten (10) days after the first month's close of business and in the same manner on each month thereafter.

6. It is agreed and understood that the cost of all construction, building, remodeling, renovating, equipping, operating and maintaining such units shall be at the expense of the Lessees.

7. The Lessees shall install and keep an approved set of books showing all receipts and disbursements in the business transaction in connection with this agreement. Lessees further agree to submit said books and records to the Administration on a reasonable demand for an annual audit by it. However, said books and records shall be open and available at all reasonable times for inspection by persons designated by the Administration.

8. Lessees agree to exercise all reasonable safety measures in the operation of their business for the protection of the public. Lessees further agree to maintain any structure built upon the leased premises in a clean, attractive and safe condition and to permit the administration or its designated representatives to inspect the premises at all reasonable times.

9. Lessees will indemnify, protect and save harmless the Administration from any loss, cost, damage or expense caused by injuries to persons or property while in or on said premises herein leased; and the Administration shall not be liable for

any loss of any property of Lessees from said premises or for any damage to any property of Lessees, other than loss or damage resulting from the willful or negligent act of the Administration or its agents, servants, or employees while acting in the line and scope of their employment as such. In order to assure such indemnity, Lessees agree to procure and keep in force public liability insurance on the leased premises in an amount to be determined by the Administration, which said policy shall name the Administration as an additional insured thereunder. Executed copies of said policy will be delivered to the Administration prior to the commencement of the construction of any structure upon the demised premises and shall remain in effect during the duration of this lease.

10. The Lessees, if required by the Administration shall exclusively use, at such reasonable rates and charges as may be fixed or approved by the Administration from time to time, such public utilities and public services relating to health and sanitation as shall be made available from time to time by the Administration or by others under agreement with or license or permit from the Administration including without limitation the following: electricity, gas, water, telephone and telegraph, sewerage and garbage collection or disposal. The reasonableness of rates fixed by the Administration shall always be subject to judicial review.

11. The Lessees agree to not use or occupy the demised premises or to permit the premises to be used or occupied for any illegal purpose or for any purpose that would constitute a public or private nuisance.

12. This lease is subject to the terms and conditions of the lease agreement between Santa Rosa Island Authority as an agency of

EX-390 DEC 89

Florida, and any amendments and additions of said lease. In the event that the said lease from the Santa Rosa Island Authority to Santa Rosa County is ever terminated the said rent shall revert to Escambia County.

13. Title to any building or other improvements of a permanent character that shall be erected or placed upon the demised premises by the Lessees shall forthwith vest in Santa Rosa County, subject, however, to the term of years and option to renew granted to Lessees by the terms of this lease. The Administration disclaims any interest as payee under any fire and extended coverage policy (not included under the insurance required under paragraph 9) obtained by the Lessees for their protection and the protection of their mortgage as long as Lessees remain not in default.

14. In case any portion of the rental or other charges made pursuant to this agreement is not paid on or before the time of payment herein fixed, or in case the Lessees shall default in the performance of or breach any of the other covenants, conditions, terms and provisions of this lease, and shall continue in such non-payment default or breach after 30 days notice in writing from the Administration, then the Administration in any such event, may declare this lease terminated and may take possession of the demised premises and all the improvements thereon, and this lease shall be at an end in the same manner and with the same effect as if the original term of this lease had expired.

15. Upon the expiration or sooner termination of this lease Lessees shall be allowed a period of 15 days in which to remove all of their personal property including furnishings and Lessees shall surrender possession of land and improvements in as good state and condition as reasonable use and wear will permit.

16. No failure, or successive failures, on the part of the Administration to enforce any covenants or agreement, or no

waiver, or successive waivers, on its part of any condition, agreement, covenant or provision herein shall operate as a discharge thereof or render the same invalid, or impair the right of the Administration to enforce the same in event of any subsequent breach or breaches. The acceptance of rent by the Administration shall not be deemed a waiver by it of any earlier breach by the Lessees.

16. The Administration reserves unto itself the right to place sand upon any of the said premises herein demised, provided that the said placing of said sand shall not change the general contour of said lots or demised premises or damage any existing structure or shrubbery.

17. This lease may be assigned, mortgaged, pledged or transferred. Each and all of the provisions, agreements, covenants and conditions of this lease shall extend to and shall bind and be obligatory upon, or inure to the benefit of the successors, personal representatives, heirs and assigns of the parties hereto. So long as a mortgagee or pledgee keeps on file with the Administration a proper address, notice of any default by the Lessee will be sent to the mortgagee at said address at the same time notice of default is sent to Lessees, and this lease may not be terminated for said default until sixty (60) days after notice thereof has been mailed to such mortgagee, during which period either the mortgagee or mortgagors may remedy the default.

18. This instrument contains the entire agreement and all representations of the parties hereto, and no modifications or additions shall be valid or binding upon either of the parties unless the same shall be signed by the parties to this agreement.

IN WITNESS WHEREOF

ADMINISTRATION

7th day of May 1968.

SANTA ROSA COUNTY BEACH ADMINISTRATION

BY: Walter J. Smith
Chairman

Francis C. Fitzhugh
Secretary

WITNESSES (as to Lossoes)
Francis C. Fitzhugh
Freda A. Paulding

Walter J. Smith (SEAL)
Walter J. Smith

Barbara B. Smith (SEAL)
Barbara B. Smith

STATE OF FLORIDA
COUNTY OF SANTA ROSA

Before me the undersigned authority, personally appeared Walter J. Smith, well known to me to be the Chairman of Santa Rosa County Beach Administration, and acknowledged that he executed the foregoing instrument for and in the name of said Administration as its chairman and caused its seal to be affixed, pursuant to due and legal action of said Administration, authorizing him so to do.

WITNESS my hand and official seal this 7 day of May, 1968.

J. Sol Johnson
Notary Public
My Commission Expires: 7-16-68

STATE OF FLORIDA
COUNTY OF Alachua

Before me the undersigned authority personally appeared Walter J. Smith and wife, Barbara B. Smith, known to me, and known to me to be the individuals described in said names and who acknowledged before me that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this the 30th day of April, 1968.

Francis C. Fitzhugh
Notary Public
My Commission Expires: 7-16-68

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 7-16-68
BONDED THROUGH THE FLORIDA STATE BOARD OF NOTARIES

MAY 14 11 20 AM
35172

Citizen Comments
Received Prior to
Zoning Board

Andrea McDermott
RDF Associates, Inc.
PO Box 2613
Fort Walton Beach, FL 32566

October 1, 2012

Santa Rosa County Planning Department
6051 Old Bagdad Highway
Suite 202
Milton, FL

RE: 2012-R-014

To Whom It May Concern,

I am writing today in regards to the property that was formally Beach Condominiums. It was rated for Navarre Beach High Density (NB-HD). There is a request before the Zoning and Planning Commission to change the designation of this property to Navarre Beach Commercial (NB-C). The request is 2012-R-014.

My position is Association Manager for Caribbean Resort (8477 Gulf Blvd.) and Beachview Condominiums (8425 Gulf Blvd.). Any commercial application could affect both of these properties. The information received from your office is that the potential owner of the property would like to build a hotel. I am interested if the plans include blue prints or plans for the proposed hotel. I am also concerned if the proposed hotel would be required to be set back to the coastal control setbacks that are currently in place for Navarre Beach.

I understand that Santa Rosa County has removed the designation Hotel Navarre Beach (HNB) that the former Holiday Inn Property is designated. If a property is given the commercial rating based on a plan for a hotel property, it could still build a restaurant/bar without getting a zoning change. This is a concern. Without a noise ordinance on Navarre Beach, a bar could rock all night long and disturb its neighbors. This would lower property values on all neighboring properties.

My letter is not intended to stop the zoning change completely. If the change is permitted, I ask that requirements be included that would prohibit a restaurant or bar. I also ask that the building plans be presented to neighboring properties AND associations for review. I ask that no building be allowed south of the coastal setback lines. I believe the noise ordinance issue needs to be addressed and put into place.

Please be mindful of the uproar and bad publicity that Navarre Beach is currently undergoing because of the excessive noise from the Pier and Beach Monkey. Please learn from the mistake was made on the Pier property and prevent a potential problem instead of hoping someone will do the right thing.

Sincerely,

Andrea McDermott
RDF Associates, Inc.
FL CAM, CMCA, AMS, PCAM
Florida Notary Public



Kelly Hobbs

From: Dianne and Grady Sharp [autgr71@bellsouth.net]
Sent: Tuesday, October 02, 2012 7:50 PM
To: Kelly Hobbs
Subject: 2012-R-014

Ms Hobbs,

I am writing to you to express my displeasure with the effort to rezone "The Beach Condominium" property on Navarre Beach to commercial. This is in the middle of a residential area with families located all around this property. In fact I noticed this past summer that families were coming back to Navarre Beach for vacation because of the safe and family friendly atmosphere on the beach and in the rental properties. Rezoning the property to commercial is very vague and almost any sort of business could setup operation. If the desire is to open a restaurant or bar with loud music there is adequate space for both the business and parking in the area near the pier. The area under consideration for rezoning does not have adequate space for off street parking and there is very limited on street parking space on Gulf Blvd.

Navarre Beach is a unique area that offers some of the most beautiful beaches in north Florida without the heavy traffic of a commercial area, In fact with one two lane main road to handle all the traffic this would add a burden on those living and renting in the area.

For these reasons we urge the members of the commission to deny this request to rezone prime beach property as commercial.

Thank You for your consideration,

Grady and Dianne Sharp
Caribbean Resort Unit 702
Email scanned by Check Point



Kathryn Gerbracht
8477 Gulf Blvd., Unit #703
Navarre, FL 32566

October 2, 2012

To Whom It May Concern:

I am writing to you in response to a letter I received from the Santa Rosa County Development Services, dated September 27, 2012. The letter was in regards to a "rezoning-Small Scale Amendment Application 2012-R-014; for The Beach Condo Owners Association represented by Pat Blackshear, Blackshear Planning, Inc."

It is my understanding that this application is for a rezoning and future land use amendment for the property located at 8459 Gulf Blvd., Navarre Beach, which is located within 500 feet of our property.

My husband, Bryan Gerbracht, and I are strongly OPPOSED to the rezoning of the aforementioned property from an NBHD (Navarre Beach High Density Residential) zoning to an NBC (Navarre Beach Commercial) zoning, as well as the corresponding amendment to the Future Land Use Map. By putting this property in a commercial designation, the owner of said property could theoretically put in a bar or restaurant. Music could then literally be played loudly all night long, and with no noise ordinance on Navarre Beach at this time, this could have a devastating effect on our property value, as well as our quiet enjoyment of our unit.

It is our sincere hope that the quality of life enjoyed by the residents of Navarre Beach will be considered with as much, if not more, attention by the zoning committees, as are the financial ambitions of those who wish to "develop" this area. True development is not always synonymous with commercialism.

We appreciate your time and consideration to this matter.

Sincerely,

Kathryn Gerbracht and Bryan Gerbracht

Kathryn Gerbracht and Bryan Gerbracht



Kelly Hobbs

From: Burt Squires [burt.squires@dillards.com]
Sent: Tuesday, October 02, 2012 9:21 AM
To: Kelly Hobbs
Cc: smom2go@gmail.com
Subject: RE:Rezoning-Small Scale Amendment Application 2012-R-014

RE:Rezoning-Small Scale Amendment Application 2012-R-014: for The Beach Condo Owners Association
 represented by Pat Blackshear Planning, Inc.

Dear Zoning Board Members & Board of County Commissioners,

It is in regards to the rezoning request referred to above for the property located at 8459 Gulf Blvd,
 Navarre Beach...parcel 28-2S-26-9160-00000-0140 that I am writing. This is a request to rezone
 this property
 from 'NBHD'..Navarre Beach High Density Residential tp Navarre Beach Commercial.

Navarre Beach IS one of 'Florida's Best Kept Secrets' ... & it should stay that way. As an
 owner of a
 home adjacent to 8459 Navarre Beach Blvd I feel any commercial development would totally
 destroy the
 'neighborhood feel' of the strand of homes and condominiums (many owner occupied) along
 Gulf Blvd.
 I, like many owners of Navarre Beach homes and property, chose Navarre Beach and this strand
 along
 Gulf Blvd for it's uniqueness. This is our 'home' and I dare say no one would want a commercial
 development
 plunked down in the middle of their neighborhood...especially a neighborhood as beautiful and
 peaceful as
 this particular stretch of Gulf Blvd on Navarre Beach.

It appears that there is already a 'commercial zone' at the eastern end of Navarre Beach....if
 there is any
 need for further 'commercial development' on Navarre Beach it should be contained in that area.

My wife and I truly love our home on Navarre Beach..we love the atmosphere...the
 sunsets...the lifestyle.
and the people. Our home has never been 'rented out' .. it IS our home. I am 63 years old...I
 intend to retire
 in several years ...my wife and I plan on making Navarre Beach my permanent home so.....

PLEASE do NOT rezone the property in question 'Navarre Beach Commercial'.

Thank you in advance for your considerations in this matter

Burt & Chris Squires

/

10/2/2012



Kelly Hobbs

From: Joe Carden [card2010@comcast.net]
Sent: Monday, October 01, 2012 4:32 PM
To: Kelly Hobbs
Subject: Rezoning objection

As an owner of unit 701 at the Caribbean Condominium Resort, a property adjacent to the land that a zoning change to "commercial" is being requested, I strongly object to this zoning change. A commercial designation is certainly to general. We could have a strip club or something equally bad at our doorsteps. And of course, an undesirable business could have a large negative impact on our property values! Please vote no on this zoning change. Thanks. Joe Carden, 21 Muirfield Lane, Huntsville, Al 35802 Phone 256-651-2481

Sent from my iPhone
Email scanned by Check Point



From - William L. Schmitz
One Palmetto Dr.

Residence address

UNIT # 701 - Pensacola Beach
FL 32561.

RAPID

MEMO

~~OWNER of UNIT at Caribbean Resort, 8477
GOLF BLVD. - Novare Beach, FL 32566
UNIT # 803 at Caribbean Resort~~

TO: Kelly Hubbs - Planner II
Community Zoning Div.
Santa Rosa County Development
Services

DATE: 10/1/12 small
SUBJECT: Re zoning & meet
2012-R-014

I write in opposition to the proposed rezoning request on parcel 28-25-26-9160-000000-0140 as proposed in ^{your} letter to property owners dated 9/27/10. ~~From the~~ a Bar or Restaurant located on the beach, with the ~~expected~~ expected large noise to our very quiet area would be a huge mistake. I would hope that the problems that have been experienced with the bar + cafe, next to the fishing pier, would help support the reasons we would object to this rezoning request.

Sincerely
William L. Schmitz (OWNER)
Caribbean Resort, #803, Novare Beach FL



Kelly Hobbs

From: rollant [rollant@bellsouth.net]
Sent: Thursday, October 04, 2012 11:18 AM
To: Kelly Hobbs
Cc: Paulette
Subject: 2012-R-014 Rezoning Request Opposed

October 4, 2012

I am writing this letter as an owner of a unit in the Caribbean Resort condo. I am opposed to the rezoning request listed as 2012-R-014 from NBHD to a NBC.

Please send this to the appropriate boards and committees.

Paulette D. Rollant

Electronic Signature

Paulette D. Rollant PhD MSN RN Alumnus CCRN
Education Consultant
President
Rollant Concepts, Inc.
Education in Action with Efficiency & Effectiveness
www.nclex-web-tutor.com
rollant@bellsouth.net
404.435.6199

Paulette D. Rollant
Owner
President
Vinnie R's Italian Restaurant
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Email scanned by Check Point