



**REZONING**

Please check application type:

<input type="checkbox"/> <b>Conventional Rezoning</b> Application Fee: \$2,500.00 Rehearing/Rescheduling (Planning Board): \$250.00 Rehearing/Rescheduling (City Council): \$750.00	<input type="checkbox"/> <b>Comprehensive Plan / FLUM Amendment</b> ( < 10 acres ) \$3,500.00 \$250.00 \$750.00	<input type="checkbox"/> ( ≥ 10 acres ) \$3,500.00 \$250.00 \$1,000.00
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**Applicant Information:**

Name: Olde City Developers, LLC Date: August 9, 2021

Address: 212 West Intendencia St, Pensacola, FL 32502

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

**Property Information:**

Owner Name: Donald R. & Linda B. Lindsey, Trustees Phone: 850 712-7000

Location/Address: Westerly portion of 1717 North Palafox St. See (survey)

Parcel ID: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Acres/Square Feet: \_\_\_\_\_

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

Future Land Use Classification: Existing LDR Proposed MDR

Reason Rezoning Requested: \_\_\_\_\_

Owner has city plat maps and deep for purchase that shows and describes the property as being made up of eight lots.  
Owner wishes to construct eight single family homes, one on each lot.

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

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

[Signature]  
Applicant Signature

DocuSigned by: [Signature]  
DocuSigned by: Linda B. Lindsey  
Owner Signature... CB078C0176024AA...

Applicant Name (Print) \_\_\_\_\_

Donald R. Lindsey & Linda B. Lindsey  
Owner Name (Print)

Sworn to and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name: \_\_\_\_\_ Commission Expires: \_\_\_\_\_

**FOR OFFICE USE ONLY**

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

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

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

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

## PROJECT OVERVIEW

This application seeks to rezone and change the Future Land Use on seven (8) lots located at the northeast corner of Mallory and Baylen Streets. The eight lots were the combination of three separate purchases. The first purchase consisted of lot 1 thru 5 and lot 30 as depicted on survey job 20-12852-S-1 dated August 11, 2020. The second purchase consists of only lot 29 and identified as job 20-12851-S-1 also dated August 11, 2020 and the third purchase added lot 28 for a total of eight lots. The attached survey identifies all as lots 1,2,3,4,5,28,29, and 30 block 101. Taken together, the three purchases represent those areas that are comprised as lots 1,2,3,4,5,28,29 and 30 that make up the combined descriptions in the application request.

These 8 lots are currently zoned as R-AAA and the application requests a change to R-1A. Combined with the Future Land Use change from LDR to MDR creates a transitional zone effect comprised of the surrounding and existing R-1AAA zoned properties to the north, west and south of the site together with Low Density Future Land Use designated properties located west of the site.

**MERRILL  
PARKER  
SHAW, INC.  
SURVEYING**

Phone: (850) 478-4923 • Fax: (850) 478-4924  
4928 N. Davis Hwy. • Pensacola, FL 32503

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DESCRIPTION:

LOTS 1-5 AND LOTS 28-30, ALL IN BLOCK 101, BELMONT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

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Merrill Parker Shaw, Inc.  
Professional Surveying Services  
4928 North Davis Highway Pensacola, FL 32503  
Phone: (850) 478-4923 Fax: (850) 478-4924



# MERRILL PARKER SHAW, INC.

4928 N. DAVIS HWY  
PENSACOLA, FL 32503

PROFESSIONAL SURVEYING SERVICES

PH: (850) 478-4923  
FAX: (850) 478-4924



PREPARED FOR: OLDE CITY REALTY  
REQUESTED BY: KEVIN FOX

JOB NO.: 20-12852-S-3  
DATE: AUGUST 11, 2020

PROPERTY ADDRESS: N/A

SCALE: 1" = 30'

### DESCRIPTION:

LOTS 1-8 AND LOTS 28-30, ALL IN BLOCK 101, BELMONT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1909.

### SURVEYOR'S NOTES:

- 1.) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 09 DEGREES 58 MINUTES 08 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF DAYLEN STREET (50' R/W), THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
- 2.) SOURCE OF INFORMATION: THE DEEDS OF RECORD; THE RECORD MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WATSON IN 1909; AND EXISTING FIELD MONUMENTATION.
- 3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5.) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.
- 6.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

### CERTIFIED TO:

OLDE CITY DEVELOPERS, LLC  
LIBERIS LAW FIRM, P.A.

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 63-17.051 AND 63-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

### 'BOUNDARY SURVEY'

SHEET 2 OF 2

\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

COPYRIGHT © 2020 BY MERRILL PARKER SHAW, INC.  
P.L.S. DO NOT DRAFT, RED, TYPE, RISE, CHECKED, EXP.

DESCRIPTION: SEE ABOVE

SECTION N/A, TOWNSHIP N/A, RANGE N/A, ESCAMBIA COUNTY, STATE OF FLORIDA.  
RECORDED N/A BOOK N/A, PAGE N/A \*THE ENCROACHMENTS ARE AS SHOWN\*  
FIELD DATE: 8/6/20, 8/6/21, FIELD BOOK: 449, PG. 23

MERRILL PARKER SHAW, INC. CORPORATION NUMBER 7174

REVISIONS:

E. Wayne Parker DATE: 8/12/20  
E. WAYNE PARKER PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3683 STATE OF FLORIDA

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



Vacant Land Contract



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1. **Sale and Purchase:** Donald R & Linda B Trustees ("Seller")  
and Old City Developers LLC ("Buyer")  
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
described as:

Address: Adjacent to 1737 N Palafox address not yet assigned  
Legal Description: LTS 1, 2, 3, 4, 5 (dimensions of 150' FF on Baylen x 125' deep, 18750 sqft, 4,400,000)  
Lots 30 (dimensions 30' FF x 150' Deep, 4500 sq ft, \$32,580)

SEC \_\_\_/TWP \_\_\_/\_\_\_/ RNG \_\_\_ of \_\_\_ County, Florida. Real Property ID No.: \_\_\_  
Including all improvements existing on the Property and the following additional property: \_\_\_

2. **Purchase Price:** (U.S. currency) ..... \$ 4,400,000  
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
Escrow Agent's Name: Liberis Law Firm PA  
Escrow Agent's Contact Person: \_\_\_\_\_  
Escrow Agent's Address: 212 W Intendencia St  
Escrow Agent's Phone: (850) 438-9647  
Escrow Agent's Email: closings@liberislaw.com

- (a) Initial deposit (\$0 if left blank) (Check if applicable)
  - accompanies offer
  - will be delivered to Escrow Agent within \_\_\_ days (3 days if left blank) after Effective Date ..... \$
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
  - within 60 days (10 days if left blank) after Effective Date ..... \$
  - within \_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period ..... \$
- (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$
- (d) Other: ..... \$
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... \$
- (f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is  lot  acre  square foot  other (specify); \_\_\_\_\_ prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: \_\_\_\_\_

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before July 9, 2020 this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on see paragraph 23 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

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

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

Vacant Land Contract

1\* 1. **Sale and Purchase:** Donald R. Linda B Trustees ("Seller")  
 2\* and Old City Developers LLC ("Buyer")  
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 4 described as:

5\* Address: Adjacent to 1737 N Palafox address not yet assigned  
 6\* Legal Description: LTS 1,2,3,4,5 (dimensions of 150' FF on Baylen x 125' deep, 18750 sqft, [redacted])  
 7 Lots 30 (dimensions 30' FF x 150' Deep, 4500 sq ft, \$32,580)

11\* SEC \_\_\_/TWP \_\_\_/\_\_\_/ RNG \_\_\_ of \_\_\_\_\_ County, Florida. Real Property ID No.: \_\_\_\_\_  
 12\* Including all improvements existing on the Property and the following additional property: \_\_\_\_\_

14\* 2. **Purchase Price:** (U.S. currency) ..... \$ [redacted]  
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
 16\* Escrow Agent's Name: Liberis Law Firm PA  
 17\* Escrow Agent's Contact Person: \_\_\_\_\_  
 18\* Escrow Agent's Address: 212 W Intendencia St  
 19\* Escrow Agent's Phone: (850) 438-9647  
 20\* Escrow Agent's Email: closings@liberislaw.com

- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)  
 22\*  accompanies offer  
 23\*  will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
 24\* after Effective Date ..... \$ [redacted]  
 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
 26\*  within 60 days (10 days if left blank) after Effective Date  
 27\*  within \_\_\_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period ..... \$ [redacted]  
 28\* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ \_\_\_\_\_  
 29\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_  
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
 31\* to be paid at closing by wire transfer or other Collected funds ..... \$ [redacted]  
 32\* (f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
 33\* unit used to determine the purchase price is  lot  acre  square foot  other (specify); \_\_\_\_\_  
 34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
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