

**VACATION OF ALLEY OR STREET RIGHT OF WAY**



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

Applicant Information:

Name: Adrian Stills  
Address: 222 West Main Street, 4th Floor, Pensacola Florida 32502  
Phone: 850-436-5679 Fax: \_\_\_\_\_ Email: astills@cityofpensacola.com

Property Information:

Owner Name: The City of Pensacola  
Location/Address: 400 Block East Yonge Street

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

Purpose of vacation of city right of way/comments:

The City of Pensacola will combine the vacated right of way with adjoining parcels north and south of East Yonge Street to become one parcel for the expansion of Magee Field Park.

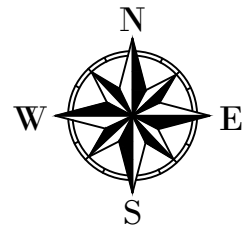
I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board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

AS Signature of Applicant Date 5/4/22  
(Owner of Property or Official Representative of Owner)

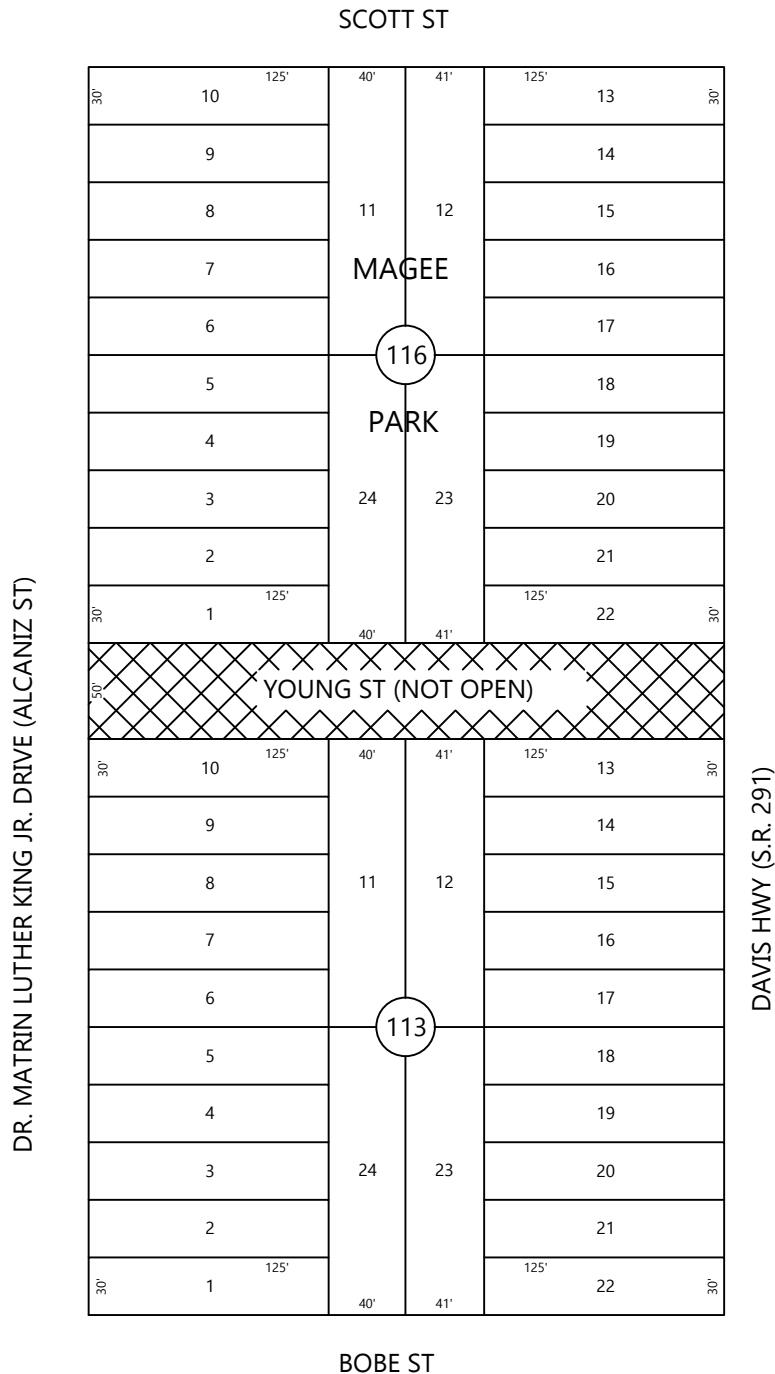
FOR OFFICE USE ONLY

District: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Case Number: \_\_\_\_\_  
Date Postcards mailed: \_\_\_\_\_  
Planning Board Date: \_\_\_\_\_ Recommendation: \_\_\_\_\_  
Council Date: \_\_\_\_\_ Council Action: \_\_\_\_\_

# EXHIBIT A



SCALE 1" = 100'



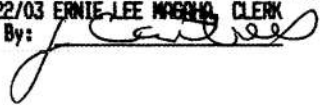
Description

Young Street between west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street).

Young Street between west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street).

35-0  
16-36

OR BK 5244 PG 1562  
Escambia County, Florida  
INSTRUMENT 2003-149343

DEED DOC STAMPS PD @ ESC CO \$ 35.00  
09/22/03 ERNIE LEE MAGNIA, CLERK  
By: 

Prepared by  
Holley Dang, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850) 473-0044

Return to: Grantee

File No.: 1005-88977

**WARRANTY DEED**

This indenture made on **Eleventh day of June, 2003 A.D.**, by

**Ruthie Wright and Willie J. Albritton and Malcom Albritton**

whose address is: **3219 N. 6th Avenue, Pensacola, FL 32503**  
hereinafter called the "grantor", to

**The City of Pensacola**

whose address is: **P.O. Box 12910, Pensacola, FL 32521**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

**Parcel being known as #411 East Yonge Street, Pensacola, Florida, and being Fifty-Six (56) feet East from the corner of Alcaniz and Yonge Streets for a starting point, thence run Forty-One (41) feet East with a depth of Sixty (60) feet and being a portion of Lots Nine (9) and Ten (10) in Block One Hundred Thirteen (113) East of Tarragona in the East King Tract, according to the map of Pensacola as copyrighted by Thomas C. Watson in 1906.**

Parcel Identification Number: **00-05-00-9020-010-113**

**Subject to** covenants, conditions, restrictions and easements of record and taxes for the current year.

**The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Ruthie Wright  
Ruthie Wright

Willie J. Albritton  
Willie J. Albritton

Malcom Albritton  
Malcom Albritton

Signed, sealed and delivered in our presence:

Cathleen Carney  
Witness Signature

Print Name: CATHLEEN CARNEY

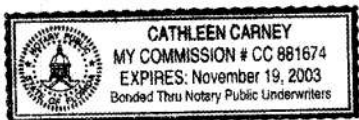
Stacie Wright  
Witness Signature

Print Name: stacie Wright

State of **Florida**

County of **Escambia**

**The Foregoing Instrument Was Acknowledged** before me on **June 11, 2003**, by **Ruthie Wright and Willie J. Albritton and Malcom Albritton** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Cathleen Carney  
NOTARY PUBLIC  
CATHLEEN CARNEY

Notary Print Name  
My Commission Expires: \_\_\_\_\_

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **411 E. Yonge Street, Pensacola, Florida 32503**

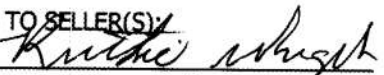
Buyer/Seller are aware that the property is on a ( \_\_\_\_\_ ) Sewer System ( \_\_\_\_\_ ) Septic Tank

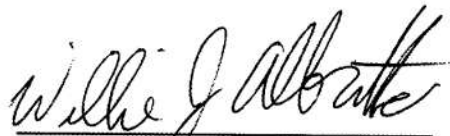
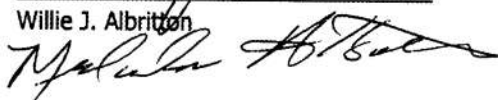
APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )  
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )  
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( X )

This form completed by:

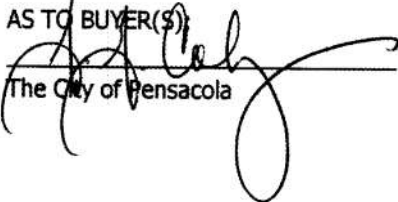
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

  
Ruthie Wright 262-52-8501

  
Willie J. Albritton  


AS TO BUYER(S):

  
The City of Pensacola

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Legal Address of Property: **411 E. Yonge Street, Pensacola, Florida 32503**

The County ( \_\_\_\_\_ ) has accepted ( X ) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

Cathleen Carney  
Witness Signature

\_\_\_\_\_  
Witness Signature

Print Name: CATHLEEN CARNEY

Print Name: \_\_\_\_\_

Ruthie Wright  
Ruthie Wright

Willie J. Albritton  
Willie J. Albritton

Malcom Albritton  
Malcom Albritton

RCD Sep 22, 2003 08:59 am  
Escambia County, Florida

The City of Pensacola

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-149343

Al Coby  
By: Al Coby

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS

Prepared by  
Teri Kitchen, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850)473-0044

Return to: Grantee

File No.: 1005-1673941

## **WARRANTY DEED**

This indenture made on **July 16, 2007** A.D., by

**Richard R. Collins**

whose address is: **1815 Strong Street, Pensacola, FL 32501**  
hereinafter called the "grantor", to

**City of Pensacola**

whose address is: **Po Box 12910, Pensacola, FL 32521**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

The West 56 Feet of Lots 9 and 10, in Block 113, EAST OF TARRAGONA IN THE EAST KING TRACT, according to the map of Pensacola as copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.

Parcel Identification Number: **00-0S-00-9020-009-113**

**The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.



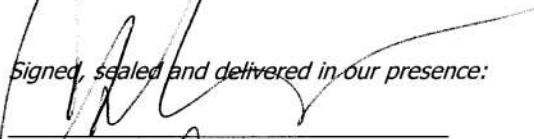
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.


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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2006.

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

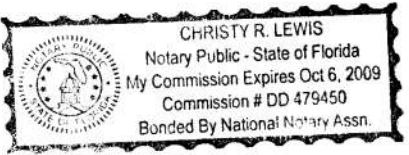
  
\_\_\_\_\_  
Richard R. Collins

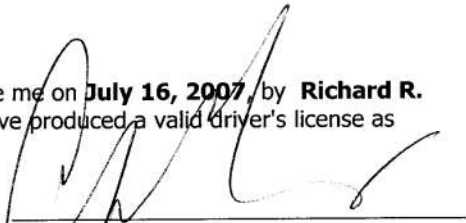
*Signed, sealed and delivered in our presence:*  
  
\_\_\_\_\_  
Witness Signature  
Print Name: Christy Lewis

  
\_\_\_\_\_  
Witness Signature  
Print Name: Jami Dunja

State of **FL**  
County of **Escambia**

**The Foregoing Instrument Was Acknowledged** before me on **July 16, 2007**, by **Richard R. Collins** who is/are personally known to me or who has/have produced a valid driver's license as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Christy Lewis  
Notary Print Name  
My Commission Expires: \_\_\_\_\_

1673941

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Legal Address of Property: **2324 Dr. Martin Luther King Jr., Drive, Pensacola, Florida 32503**

The County ( \_\_\_\_\_ ) has accepted ( X ) has not accepted the abutting roadway for maintenance.

This form completed by **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

Witness Signature

Print Name: Chris Lewis

Witness Signature

Print Name: Tami Dunigan

[Signature]  
Richard R. Collins

City of Pensacola

[Signature]  
By: Awin G. Coby, Assistant City  
Manager

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **2324 Dr. Martin Luther King Jr., Drive, Pensacola, Florida 32503**

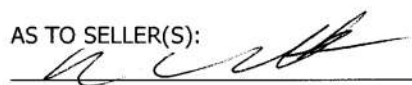
Buyer/Seller are aware that the property is on a ( X ) Sewer System ( \_\_\_\_\_ ) Septic Tank

APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )  
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )  
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( \_\_\_\_\_ )

This form completed by:

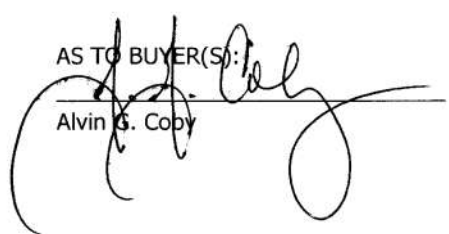
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

  
Richard R. Collins

\_\_\_\_\_

AS TO BUYER(S):

  
Alvin G. Coby

\_\_\_\_\_

19.50  
21.00

OR BK 5251 PGO013  
Escambia County, Florida  
INSTRUMENT 2003-152700

DEED DOC STAMPS PD # ESC CO \$ 21.00  
09/29/03 ERNIE LEE HAGAN, CLERK

By: *[Signature]*

Prepared by  
Teri Parsons, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850) 473-0044

Return to: Grantee

File No.: 1005-89055

**WARRANTY DEED**

This indenture made on **September 22, 2003** A.D., by

**James Edward Albritton, a single man**

whose address is: **P16543 NFRC West Unit P.O. Box 628, Lake Butler, FL 32054**  
hereinafter called the "grantor", to

**The City of Pensacola**

whose address is: **P. O. Box 12910, Pensacola, FL 32521**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

**That parcel known as #413 East Yonge Street in the City of Pensacola, Florida, and being Ninety-Seven feet East of Alcaniz Street and running thence Twenty-Eight feet East by a depth of Sixty (60) feet and being a part of Lot Ten (10) in Block One Hundred Thirteen (113) East of Tarragona in the East King Tract, according to the map of Pensacola, copyrighted by Thomas C. Watson in 1906.**

Parcel Identification Number: **00-05-00-9020-008-113**

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Yvonne A. Gibbs

James Edward Albritton by Yvonne A. Gibbs, as Attorney in Fact

Signed, sealed and delivered in our presence:

Teri L. Parsons  
Witness Signature

Teri L. Parsons

Print Name: \_\_\_\_\_

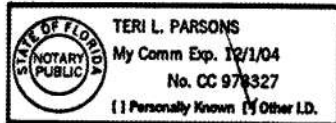
Stacie Wright  
Witness Signature

Print Name: Stacie Wright

State of **Florida**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **September 22, 2003**, by **James Edward Albritton, a single man by Yvonne A. Gibbs as Attorney in Fact** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Teri L. Parsons

NOTARY PUBLIC

Teri L. Parsons

Notary Print Name

My Commission Expires: \_\_\_\_\_

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: **East Yonge Street**

Legal Address of Property: **400 Block E. Yonge Street, Pensacola, Florida 32501**

The County ( \_\_\_\_\_ ) has accepted ( X ) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

Cathleen Carney  
Witness Signature

Print Name: Cathleen Carney

Teri L. Parsons  
Witness Signature

Print Name: Teri L. Parsons

Yvonne A. Gibbs  
James Edward Albritton by Yvonne A. Gibbs,  
as Attorney in Fact

The City of Pensacola

Al Goby  
By: Al Goby,

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **400 Block E. Yonge Street, Pensacola, Florida 32501**

Buyer/Seller are aware that the property is on a ( \_\_\_\_\_ ) Sewer System ( \_\_\_\_\_ ) Septic Tank

APPROVAL LETTER ATTACHED HERETO ( \_\_\_\_\_ )

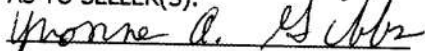
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( \_\_\_\_\_ )

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( X )

This form completed by:

First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):



James Edward Albritton by Yvonne A. Gibbs,  
as Attorney in Fact

AS TO BUYER(S):

  
The City of Pensacola

RCD Sep 29, 2003 01:08 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-152700

Prepared by and Return to:  
Teri Kitchen, an employee of  
First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850)473-0044

### **PERSONAL REPRESENTATIVE'S DEED**

This Indenture made on August 03, 2006, by and between

**Edith Maiden, as personal representative of the Estate of Gussie Mae Perkins, deceased and  
Edith Maiden, as personal representative of the Estate of Henry C. Averhart, deceased**

whose address is: 400 Block East Yonge Street, Pensacola, FL 32503  
hereinafter called the "Grantor", and

**City of Pensacola, Florida**

whose address is: P. O. Box 12910, Pensacola, FL 32521  
hereinafter called the "Grantee".

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth: Grantor(s), pursuant to Order Authorizing Sale of the real property shall of the above named decedent and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor(s) by Grantee(s) receipt of which is acknowledged, grants, bargains and sells to Grantee(s) and Grantee's heirs and assigns forever, the real property in Escambia County, Florida, described as:

Lots Eleven (11) and Twelve (12) of Block One Hundred and Thirteen (113) East King Tract, East of Tarragona Street in the City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thos. C. Watson in 1906.

Parcel Identification Number: **00-05-00-9020-011-113**

**SUBJECT** to covenants, restrictions, easements of record and taxes for the current year.


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



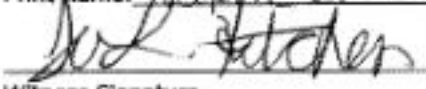
**To Have And To Hold** the same to Grantee(s), and Grantee's heirs and assigns, in fee simple forever.


**And** Grantor(s) do covenant to and with the Grantee(s) and Grantee's heirs and assigns, that in all things preliminary to and in and about this conveyance, the terms of decedents Will and the laws of the State of Florida have been followed and complied with in all respects.


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

  
 Edith Malden, as Personal Representative  
 of the Estate of Gussie Mae Perkins, deceased

  
 Witness Signature  
 Print Name: Valerie C. Lee

  
 Witness Signature  
 Print Name: TERI KITCHEN

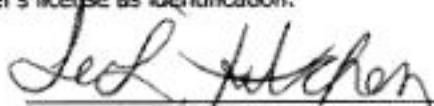
  
 Edith Malden, as Personal Representative  
 of the Estate of Henry C. Averhart, deceased

  
 Witness Signature  
 Print Name: Valerie C. Lee

  
 Witness Signature  
 Print Name: TERI KITCHEN

State of Florida  
 County of Escambia

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **August 03, 2006**, by **Edith Malden**, as Personal Representative of the Estate of **Gussie Mae Perkins, deceased**, deceased, who is personally known to me or who has produced a valid driver's license as identification.

  
 NOTARY PUBLIC

TERI KITCHEN  
 Notary Print Name  
 My Commission Expires: \_\_\_\_\_



State of **Florida**

County of **Escambia**

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **August 03, 2006**, by **Edith Malden**, as Personal Representative of the Estate of **Henry C. Averhart, deceased**, deceased, who is personally known to me or who has produced a valid driver's license as identification.



*Teri L. Kitchen*

NOTARY PUBLIC

Notary Print Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

FOR PREVIEW ONLY

15-  
2-2002  
206

# This Warranty Deed

OR BK 5039 P60819  
Escambia County, Florida  
INSTRUMENT 2002-042771

Made this 20th day of November A.D. 2002  
by James Colston, Jr. and Patrick Colston  
and Frank Colston and Judith Hinson and  
Lawrence Colston

DEED DOC STAMPS PD @ ESC CO \$ 266.00  
12/30/02 ERNIE LEE WAGNER, CLERK  
By: *[Signature]*

hereinafter called the grantor, to  
The City of Pensacola

whose post office address is: P. O. Box 12910  
Pensacola, Florida 32521

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

Lots 13, 14, and 15, Block 113, East King Tract, in the City of Pensacola, according to Map of said City copyrighted by Thomas C. Watson in 1906.

**SUBJECT TO** Covenants, restrictions, easements of record and taxes for the current year.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

**Parcel Identification Number: 00-09-00-9020-013-113**

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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*[Signature]*  
Name: Witness LINDA G. SALTER

*[Signature]*  
Patrick Colston

*[Signature]*  
Name: Witness Stacie Wright

*[Signature]*  
Name & Address: James Colston, Jr. LS

Name: Witness

*[Signature]*  
Name & Address: Frank Colston LS

Name: Witness

*[Signature]*  
Name & Address: Judith Hinson LS

*[Signature]*  
Name & Address: Lawrence Colston LS

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 20th day of November, 2002, by

James Colston, Jr. and Patrick Colston and Frank Colston and Judith Hinson and Lawrence Colston who is personally known to me or who has produced drivers license as identification.

*[Signature]*  
Notary Public  
Print Name: LINDA G. SALTER  
My Commission Expires: June 17 2003

PREPARED BY: Linda G. Salter  
RECORD & RETURN TO:  
First American Title Insurance Company  
2065 Airport Blvd, Suite 200  
Pensacola, Florida 32504  
File No: 1005-88958

LINDA G. SALTER  
Notary Public-State Of FL  
Comm. Exp. June 17 2003  
Comm. No. CC 840685

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 2319 N. Davis Street

Legal Address of Property: 2319 N. Davis Street, Pensacola, Florida 32503

The County ( ) has accepted ( x ) has not accepted the abutting roadway for maintenance.

This form completed by: First American Title Insurance Company  
2065 Airport Boulevard, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):

Sylvia M. Johnson  
Sylvia M. Johnson

James Colston, Jr.  
James Colston, Jr.  
Patrick Colston  
Patrick Colston

Witness to Seller(s)

Patricia Becton  
Patricia Becton

Dimeris Anzole Diaz  
Dimeris Anzole Diaz

Frank Colston  
Frank Colston

Judith Hinson  
Judith Hinson

AS TO BUYER(S):

Witness to Buyer(s)

Lawrence Colston  
Lawrence Colston

The City of Pensacola

BY

Thomas J. Bonfield  
Thomas J. Bonfield, City Manager

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

DR BK 5039 P60821  
Escambia County, Florida  
INSTRUMENT 2002-042771

RCD Dec 30, 2002 08:42 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-042771

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

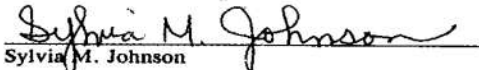
ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia County Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing of property sale or transfer of title.

Legal Address of Property: 2319 N. Davis Street, Pensacola, Florida 32503

Buyer/Seller are aware that the property is on a (x) Sewer System ( ) Septic Tank  
APPROVAL LETTER ATTACHED HERETO ( )  
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( )  
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( )

This form completed by: First American Title Insurance Company  
2065 Airport Boulevard, Suite 200  
Pensacola, FL 32504

AS TO SELLER (S):

  
Sylvia M. Johnson

  
James Colston, Jr.

  
Patrick Colston

  
Frank Colston

AS TO BUYER (S):

  
Judith Hinson

  
Lawrence Colston

The City of Pensacola

BY:   
Thomas J. Bonfield, City Manager



U.S. CO. 1917, 400 195

State of Florida

Escambia County

(\$3.30 Govt. stamp on cancelled)  
No. 10503 (\$2.90 State stamp on cancelled) A. M.  
Filed for record 26th day of December 1944 at 10:08/

WARRANTY DEED

know all Men by these Presents, That we, J. Whiting Hyer and Emma T. Hyer  
his wife

for and in consideration of the sum of One Dollar and other good and valuable consideration  
DOLLARS,

to us in hand paid by The City of Pensacola, a municipal corporation,  
the receipt whereof is hereby

acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said  
The City of Pensacola, a municipal corporation,  
successors

their heirs and assigns forever, the following described real estate, situate, lying, and being in  
County of Escambia, State of Florida, to-wit:

All of Block 116, East King Tract East of Tarragona Street, in The City of Pensacola,  
Florida, according to the Map of Thomas C. Watson, copyrighted in the year 1906.

Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in anywise apper-  
taining.

TO HAVE AND TO HOLD the said above described premises unto the said The City of Pensacola,  
a municipal corporation, their successors

heirs and assigns, forever, free from all exemption or homestead right or claim of ours, the said  
grantor s, if any such right or claim we possess: And we, the said grantor s,  
for ourselves and our heirs, do covenant with the said grantee s their successors  
and assigns, that we are well seized of the said property, and have a good right to convey the same; that it is free  
from any lien or incumbrance in law or equity, and that said grantor s shall and will warrant and by these presents for-  
ever defend the said premises unto the said grantee s, their successors and assigns, against the lawful claims  
of all and every person or persons whomsoever.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seal s this 27  
day of October 19 44.

Signed, sealed and delivered in the presence of

Regina M. Denk J. Whiting Hyer (SEAL)

Elbert A. Clubbs Emma T. Hyer (SEAL)

(SEAL)

(SEAL)

State of Florida

Escambia County

This day, before the undersigned, personally appeared J. Whiting Hyer and Emma T. Hyer,  
husband and wife,

to me well known to be the individual s described in and who executed the foregoing Deed of Conveyance, and acknowledged  
that they executed the same for the uses and purposes therein expressed, and the said Emma T. Hyer  
wife of the said J. Whiting Hyer upon a

private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed  
the same freely and voluntarily and without fear or apprehension, compulsion or constraint, of or from her said husband, and  
for the purpose of relinquishing, renouncing and conveying all her rights of whatever kind in and to the said property.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 27  
October A.D. 19 44.

(NOTARIAL SEAL)

Elbert A. Clubbs Notary Public.

My Commission expires 4/4/45