



## REZONING

Please check application type:

Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

### Comprehensive Plan / FLUM Amendment

(< 10 acres)

\$3,500.00

(≥ 10 acres)

\$3,500.00

\$250.00

\$250.00

\$750.00

\$1,000.00

### 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 deed 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\_\_\_\_\_.  
 DocuSigned by: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

DRRL  
Applicant Signature

Donald R. Lindsey & Linda B. Lindsey  
Owner Signature  
C8078C0176024AA...

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



**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.

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 PROFESSIONAL SURVEYING SERVICES

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

PREPARED FOR: OLDE CITY REALTY

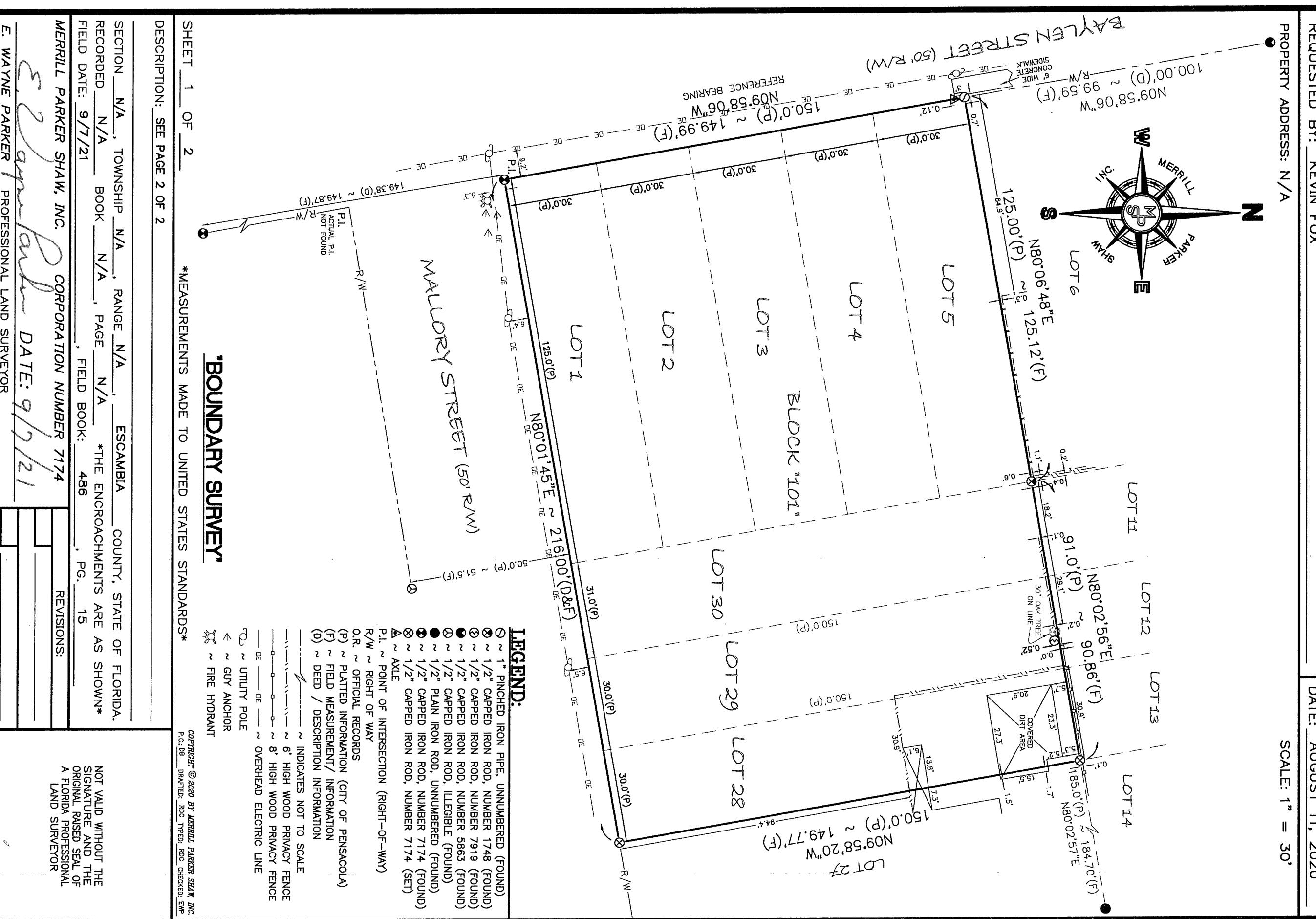
REQUESTED BY: KEVIN FOX

PROPERTY ADDRESS: N/A

SCALE: 1" = 30'

JOB NO.: 20-12852-S-3

DATE: AUGUST 11, 2020





# MERRILL PARKER SHAW, INC.



4928 N. DAVIS HWY PROFESSIONAL SURVEYING SERVICES

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

PREPARED FOR: OLDE CITY REALTY

REQUESTED BY: KEVIN FOX

PROPERTY ADDRESS: N/A

SCALE: 1" = 30'

JOB NO.: 20-12852-S-3

DATE: AUGUST 11, 2020

## DESCRIPTION:

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

## SURVEYOR'S NOTES:

- 1.) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 09 DEGREES 58 MINUTES 06 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF BAYLEN 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 1906; 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 5J-17.051 AND 5J-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

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P.C.:DB DRAFTED: ROC TYPED: ROC CHECKED: EMP

SHEET 2 OF 2

\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

DESCRIPTION: SEE ABOVE

SECTION <u>N/A</u> , TOWNSHIP <u>N/A</u> , RANGE <u>N/A</u> , ESCAMBIA COUNTY, STATE OF FLORIDA.	RECORDED <u>N/A</u> BOOK <u>N/A</u> , PAGE <u>N/A</u> , *THE ENCROACHMENTS ARE AS SHOWN*
FIELD DATE: <u>9/7/21</u>	FIELD BOOK: <u>486</u> , PG. <u>15</u>
MERRILL PARKER SHAW, INC. CORPORATION NUMBER <u>7174</u> REVISIONS:	

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, 400000)  
 7 Lots 30 (dimensions 30' FF x 150' Deep, 4500 sq ft, \$32,580)  
 8  
 9  
 10  
 11 SEC 1 /TWP 1 /RNG 1 of \_\_\_\_\_ County, Florida. Real Property ID No.: \_\_\_\_\_  
 12 Including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
 13  
 14 2. **Purchase Price:** (U.S. currency) \_\_\_\_\_ \$ \_\_\_\_\_  
 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 ..... \$ \_\_\_\_\_  
 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 ..... \$ \_\_\_\_\_  
 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 ..... \$ \_\_\_\_\_  
 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  
 36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
 37 calculation: \_\_\_\_\_  
 38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
 39 delivered to all parties on or before July 9, 2020, this offer will be withdrawn and Buyer's deposit, if  
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
 41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has  
 42 signed or initialed and delivered this offer or the final counter-offer.  
 43 4. **Closing Date:** This transaction will close on see paragraph 23 ("Closing Date"), unless specifically  
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but  
 45 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
 50 other items.  
 51 5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer  and Seller  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 Olde 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, 8 lots)  
 7\* Lots 30 (dimensions 30' FF x 150' Deep, 4500 sq ft, \$32,580)  
 8\*  
 9\*  
 10\*  
 11\* SEC        / TWP        / RNG        of        County, Florida. Real Property ID No.:         
 12\* including all improvements existing on the Property and the following additional property:         
 13\*  
 14\* **2. Purchase Price:** (U.S. currency)        \$         
 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        \$         
 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        \$         
 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        \$         
 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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 39\* delivered to all parties on or before July 9, 2020, the offer will be withdrawn and Buyer's deposit, if  
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 49\* this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
 50\* other items.  
 51\* **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
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Buyer (      ) and Seller (      ) acknowledge receipt of a copy of this page, which is 1 of 8 pages.