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 St	treet, 4th Floor, Pe	ensacola Florida 32502
Phone: 850-436-5679	_Fax:	Email: astills@cityofpensacola.com
Property Information:		
Owner Name: The City of Per	ısacola	
Location/Address: 400 Block Ea	ast Yonge Street	
Legal Description: Please attach a full leg	al description (from deed or surv	ey)
Purpose of vacation of city right of way/co	omments:	
The City of Pensacola wi	II combine the vaca	ated right of way with adjoining
parcels north and south o	f East Yonge Street	to become one parcel for the
expansion of Magee Field		·
request and that no refund of these fees wi I must be present on the date of the Planni	ill be made. I have reviewed a co ng Board and City Council <u>m</u> eet	319/22
Signature of Applicant (Owner of Property or Official Representa	Da ative of Owner)	tte
		v
	FOR OFFICE LIFE ONLY	
District	<u>FOR OFFICE USE ONLY</u>	
District:		
Date Received:		
Date Postcards mailed:		
Planning Board Date:	Recommendation:	
Council Date:	Council Action:	

EXHIBIT A

SCOTT ST



SCALE 1" = 100'

			3001	1 31			
30,	10	125'	40'	41'	125'	13	30,
_	9					14	_
	8		11	12		15	
	7		MAG	GEE		16	
	6		لے ا	16) _		17	
	5			16)—— [18	
	4		PA	RK		19	
	3		24	23		20	
	2					21	
30,	1	125'	40'	41'	125'	22	30,
	\bigotimes	YOUN	$\overline{X}\overline{X}$	NOT OI	PEN)	X	
XXX is	X X X 10	125'	40'	41'	125'	13	X X
113	9					14	
	8		11	12		15	
	7					16	
	6					17	

DAVIS HWY (S.R. 291)

18

19

20

21

BOBE ST

24

3

Description

DR. MATRIN LUTHER KING JR. DRIVE (ALCANIZ ST)

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

CITY OF PENSACOLA 222 WEST MAIN STREET PENSACOLA, FLORIDA YOUNG STREET VACATION BETWEEN
BLOCKS 113 AND 116 OF EAST KING TRACT
THIS SKETCH IS NOT A SURVEY

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

80,00

DR BK 5244 PG1562 Escambia County, Florida INSTRUMENT 2003-149343

DEED DOC STANDS PD @ ESC CO \$ 35.00 09/22/03 ERNIE-LEE WASDIG. 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: 00-0S-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.

OR BK 5244 PG1563 Escambia County, Florida INSTRUMENT 2003-149343

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 Malcom Albritton	Willie J. Expritton
Signed, sealed and delivered in our presence: Column Caunty Witness Signature	Stace Wright Witness Signature
Print Name:CATHLEEN CARNEY	Print Name: Stace Wright

State of Florida

County of Escambia

The Foregoing Instrument Was Acknowledged before me on June 11, 2003, by Ruthle 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.



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 29.180(5) of this Ordinance, the Escambia Health De the Onsite Sewage Treatment and Disposal System (An approval letter issued by the ECHD must be presentitle.	OSTDS) (Septic Tank) prior to the sale of Property
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 (RTH OF WELL LINE ROAD ()
This form completed by: First American Title Insu 2065 Airport Road, Suite Pensacola, Florida 32504	200
AS TO SELLER(S): Kuthie whigh Ruthie Wright 262-52-8501 Mi	lile J. Albritton
The Oldy of Pensacola	

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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 by construed as an acknowledgement by the County of the veracity of any disclosure statement.

		the security of the relative of the distribution of the security of the securi
Name of Roadway:		
Legal Address of Property:	411 E. Yonge Stre	et, Pensacola, Florida 32503
The County () h	as accepted (X) has	not accepted the abutting roadway for maintenance.
17 WES 65	First American Title 2065 Airport Road, Pensacola, Florida 3	
Signed, sealed and delivered Witness Signature	d in our presence:	Witness Signature
Print Name: CATHLEE	EN CARNEY	Print Name:
Ruthie Wright Marcom Albritton	Ingpl Atto	Willie J. Albritton RCD Sep 22, 2003 08:59 am Escambia County, Florida
The City of Pensacola		ERNIE LEE MAGAHA Clerk of the Circuit Cour INSTRUMENT 2003-149343
By: M Coby		ur

Recorded in Public Records 07/19/2007 at 09:03 AM OR Book 6183 Page 1746, Instrument #2007068100, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$35.50 Deed Stamps \$343.00

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.

Page 1 of 2 1005 - 1673941

RECORDED BY FIRST AMERICAN TITLE

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.

Weget	
Righard R. Collins	
Figned, scaled and delivered in our presence:	Didi
Witness Signature	Witness Signature 0
Print Name: (MS) (LUS)	Print Name: Jami Dunica
0	U

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.

CHRISTY R. LEWIS

Notary Public - State of Florida

My Commission Expires Oct 6, 2009

Commission # DD 479450

Bonded By National Notary Assn.

NOTARY PUBLIC

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 by construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:				
Legal Address of Property:	2324 Dr. Martin Lu	ıther King Jr., Dı	rive, Pensacola, Florida 3250)3
The County () i	nas accepted (X) has	not accepted the a	butting roadway for maintenanc	e.
This form completed by	First American Title 2065 Airport Road, Pensacola, Florida 3	Suite 200	any	
Witness Signature Print Name:	ed in our presence:	Witness Signature Print Name:	Jami Duniga	•
Richard R. Collins	10			
City of Pensacola				
By: A Vin G Coby, A	ssistant City	-		

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

2/500

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

OR BK 5251 PGOO13 ESCAMBIA COUNTY, Florida INSTRUMENT 2003-152700 BEED DOC STANES PD & ESC CO \$ 21.00 09/29/03 ERNIX LEE NAGAMA, PLENK BY: FROM LEE

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.

OR BK 5251 PGOO14 Escambia County, Florida INSTRUMENT 2003-152700

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.

and thickers	
James Edward Albritton by Yvonne A. Gibb. Attorney in Fact	s, as
Signed, sealed and)delivered in our presence:	
Witness Signature Teri L. Parsons	Stocewith Witness Signature
Print Name:	Print Name: Stace Wright
State of Florida	
County of Escambia	
The Foregoing Instrument Was Acknowledged Edward Albritton, a single man by Yvonne A. Common to me or who has/have produced a valid driven to me or who has have produced a valid driven to me or who has have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driven to me or who have produced a valid driv	inns as Attorney in Each who id/and
	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 by 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. Yon	ge Street, Pensacola, Florida 32501
The County () !		not accepted the abutting roadway for maintenance.
This form completed by:		Insurance Company , Suite 200
Signed, sealed and delivered Witness Signature Print Name: Cathleen	d in our presence: Carve	Witness Signature Teri L. Parsons Print Name:
	2	James Edward Albritton by Yvonne A. Gibbs as Attorney in Fact
		The City of Pensacola
		1100

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

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 RCD Sep 29, 2003 01:08 pm Escambia County, Florida ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2003-152700 Recorded in Public Records 08/23/2006 at 02:11 PM OR Book 5976 Page 1742, Instrument #2006085284, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 Deed Stamps \$63.00

> 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 Malden, as personal representative of the Estate of Gussie Mae Perkins, deceased and Edith Malden, 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 heim, 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.

Value Cee	EdithMalden
Witness Signature ,	Edith Malden, as Personal Representative
Print Name: Marie C. Le C	of the Estate of Gussie Mae Perkins, deceased
Just Actoren	
Witness Signature	
Print Name: TERI KITCHEN	
yaliza.	Edith Jugares)
Witness Signature	Edith Malden, as Personal Representative
Print Name Valerie C. Lee	of the Estate of Henry C. Averhart, deceased
Just gueron	_ / / /
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.

TEN L. KITCHEN
Commit Constraint
Explaint 129/22006
Burnland Two (800)4129-4254
Florida Nation Augn. Inc.

NOTARY PUBLIC

TERI KITCHEN

Notary Print Name My Commission Expires:

> Page 2 of 3 1005 - 1179263

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

Commit DO0370008

Engines 12/1/2008

firmfuld time (500) 432-4254

NOTARY PUBLIC

Notary Print Name My Commission Expires: 200

This Warranty Deed

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

hereinafter called the grantor, to
The City of Pensacola

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

OR BK 5039 PGO819 Escambia County, Florida INSTRUMENT 2002-042771

DEED DOC STOMPS PD & ESC CD 12/30/02 ERNIE LEE WAGNIA, By:

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: 00-0S-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: LS LS Colston LS udith Hinson Name: Witness 600 LS Been Name: Witness Lawrence Colston

State of Florida County of Escambia

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

1300611

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

> Notary Public Print Name: My Commission Expires:

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

WD-I 5/93

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):	Witness to Seller(s)
Juhna M. Johnson	fatur 34 Patricia becten
Sylfia M. Johnson /	Dimen Gola da Dimer a Anzole Diez
James Colston, Jr	In Colo Judith Hinson
Patrick Colston	Frank Colston Judith Hinson
AS TO BUYER(S):	Witness to Buyer(s) Lawrence Colston
The City of Pensacola	<u></u>
BY Thom The fred	
Thomas J. Bonfield, City P	fanager

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Effective: 4/15/95

OR BK 5039 PGOA21 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

Sylvia M. Johnson
Sylvia M. Johnson

Frank Colston

AS TO BUYER (S):

AS TO SELLER (S):

Judith Hinson

Lawrence Colston

The City of Pensacola

Thomas J. Bonfield, City Manager

State of Plorida	(\$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/
Escambia County	WARRANTY DEED
know all Men by these Presen	15, That we, J. Whiting Hyer and Emma T. Hyer
his wife	that T. Hyer
for and in consideration of the sum of One Do	llar and other good and valuable consideration
to US in hand rold by The City of	DOLLARS,
in hand paid by the City of	Pensacola, a municipal corporation,
	the receipt whereof is hereby
	and by these presents do grant, bargain, sell and convey unto the said
	al corporation,
	ring described real estate, situate, lying, and being in
	a, State of Florida, to-wit:
All of Block 116, East King Tract	East of Tarragona Street, in The City of Pensacols,
Florida, according to the Map of I	Thomas C. Watson, copyrighted in the year 1906.
Cogether with the improvements thereon, and the b	pereditements and appurture and the second s
TO HAVE AND TO HOLD the said shove des	nereditaments and appurtenances thereunto belonging or in anywise apper-
TO HAVE AND TO HOLD the said above desc a municipal corporation, their su	cribed premises unto the said The City of Pensacola,
TO HAVE AND TO HOLD the said above desa municipal corporation, their su leifs and assigns, forever, free from all exemption reantor S. if any such right or dear	cribed premises unto the said The City of Pensacola, ccessors u or homestead right or claim of ours , the said
TO HAVE AND TO HOLD the said above desa municipal corporation, their su [effs and assigns, forever, free from all exemption rantor S. if any such right or claim we reconstructed and cour heir and assigns, that We are well existed of the said assigns, that We are well existed of the said assigns.	cribed premises unto the said The City of Pensacola, ccessors n or homestead right or claim of Curs , the said cossess: And we , the said grantor S, rs, do covenant with the said grantee S, their successorsheirs
TO HAVE AND TO HOLD the said above desa municipal corporation, their suffirs and assigns, forever, free from all exemption rantor S. if any such right or diam we prorourselves and our heir and assigns, that we are well seized of the sorom any lien or incumbrance in law or equity, and ver defend the said premises unto the said grants.	cribed premises unto the said The City of Pensacola, ccessors n or homestead right or claim of Curs , the said cossess: And we , the said grantor S, rs, do covenant with the said grantee S, their successorsheirs
TO HAVE AND TO HOLD the said above desa municipal corporation, their su defer and assigns, forever, free from all exemption rantors, if any such right or daim we procurselves and our heir not assigns, that we are well seized of the strom any lien or incumbrance in law or equity, and ver defend the said premises unto the said granter fall and every person or persons whomsoever. IN TESTIMONY WHEREOF. we	cribed premises unto the said The City of Pensacola. CCessors or homestead right or claim of Ours , the said possess: And we , the said grantor s, and do covered this the said grantor s.
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TO HAVE AND TO HOLD the said above design municipal corporation, their surefields and assigns, forever, free from all exemption rentors, if any such right or daim we for ourselves and our heir and assigns, that we are well seized of the strom any lien or incumbrance in law or equity, and wer defend the said premises unto the said grantefall and every person or persons whomsoever. IN TESTIMONY WHEREOF, we as of October 19 44. iigned, sealed and delivered in the presence of	cribed premises unto the said The City of Pensacola. CCCESSORS In or homestead right or claim of Ours , the said grantor S, the said property, and have a good right to convey the same; that it is free that said grantor S shall and will warrant and by these presents forces their successors mere and assigns, against the lawful claims have hereunto set Our hand S and seal S this 27
TO HAVE AND TO HOLD the said above desa municipal corporation, their su feirs and assigns, forever, free from all exemptio frantor S. if any such right or claim we for OUTSelves and OUT heir and assigns, that we are well seized of the s from any lien or incumbrance in law or equity, and ver defend the said premises unto the said grante f all and every person or persons whomsoever. IN TESTIMONY WHEREOF, we ay of October 19 44. igned, sealed and delivered in the presence of	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of ours the said grantor s, cossess: And we the said grantor s, cossess: And the said grantor s, cossess: And so the said grantor s, cossess: And so the said grantor s, cossess: And the said grantor s, covenant with the said grantor s, their successorsheirs and property, and have a good right to convey the same; that it is free that said grantor s shall and will warrant and by these presents forces, their successorsheirs and assigns, against the lawful claims have hereunto set our hands and seal s this 27. J. Whiting Hyer (SEAL)
TO HAVE AND TO HOLD the said above dest municipal corporation, their surfers and assigns, forever, free from all exemption rantors. If any such right or daim we for OUTSelves and our heir not assigns, that we are well seized of the some any lien or incumbrance in law or equity, and ver defend the said premises unto the said granter all and every person or persons whomsoever. IN TESTIMONY WHEREOF, we as of October 19 44. igned, sealed and delivered in the presence of segina M. Denk	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of Ours , the said grantor s, their successorsheirs aid property, and have a good right to convey the same; that it is free that said grantor s shall and will warrant and by these presents forces, their successorsheirs and assigns, against the lawful claims have hereunto set Our hands and seal s this 27 J. Whiting Hyer (SEAL)
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TO HAVE AND TO HOLD the said above dest municipal corporation, their surfirs and assigns, forever, free from all exemption rantors. If any such right or claim we for ourselves and our heir not assigns, that we are well seized of the storm any lien or incumbrance in law or equity, and wer defend the said premises unto the said granter all and every person or persons whomsoever. IN TESTIMONY WHEREOF, we asy of October 19 44 igned, sealed and delivered in the presence of segina M. Denk Dert A. Clubbs	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of Ours , the said grantor s, their successorsheirs aid property, and have a good right to convey the same; that it is free that said grantor s shall and will warrant and by these presents forces, their successorsheirs and assigns, against the lawful claims have hereunto set Our hands and seal s this 27 J. Whiting Hyer (SEAL)
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TO HAVE AND TO HOLD the said above dest municipal corporation, their surfix and assigns, forever, free from all exemption rantors. If any such right or daim we produced the said present of the series and our heir not assigns, that we are well seized of the series and in assigns, that we are well seized of the series and premises unto the said granter all and every person or persons whomsoever. IN TESTIMONY WHEREOF, we are of october 19 44. In the presence of the seized and delivered in the presence of the seized and delivered in the presence of the seized and delivered in the presence of the seized and seize	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of Ours , the said grantor S, and Covenant with the said grantee S, their Successorsheirs aid property, and have a good right to convey the same; that it is free that said grantor S shall and will warrant and by these presents forces, their successorsheirs and assigns, against the lawful claims have hereunto set Our hand s and seal S this 27 J. Whiting Hyer (SEAL) Emma T. Hyer (SEAL) (SEAL)
TO HAVE AND TO HOLD the said above desk municipal corporation, their su feirs and assigns, forever, free from all exemption rantor S., if any such right or daim we. For CURSELVES and OUR heir not assigns, that we are well seized of the srom any lien or incumbrance in law or equity, and ver defend the said premises unto the said grantefall and every person or persons whomsoever. IN TESTIMONY WHEREOF, we asy of October 19 44. igned, sealed and delivered in the presence of legina M. Denk Abert A. Clubbs State of Florida Scambia County. This day, before the undersigned, personally susband and wife.	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of Ours , the said grantor S, the
TO HAVE AND TO HOLD the said above desta municipal corporation, their su feirs and assigns, forever, free from all exemption that it is an assigns, forever, free from all exemption that is an assigns, that we are well seized of the storm any lien or incumbrance in law or equity, and ver defend the said premises unto the said grantefall and every person or persons whomsoever. IN TESTIMONY WHEREOF, we as of October 19 44. Signed, sealed and delivered in the presence of degina M. Denk These tables County. This day, before the undersigned, personally susband and wife.	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of Ours , the said grantor S, the
TO HAVE AND TO HOLD the said above desta municipal corporation, their sum and assigns, forever, free from all exemptions and assigns, forever, free from all exemptions and assigns, that we are well seized of the strom any lien or incumbrance in law or equity, and sever defend the said premises unto the said grantest all and every person or persons whomsoever. IN TESTIMONY WHEREOF, we lay of October 19 44. Signed, sealed and delivered in the presence of degina M. Denk Elbert A. Clubbs State of Florida Secambia County. This day, before the undersigned, personally in the presence of the undersigned and wife, one well known to be the individual E described in that they executed the same for the uses an entire examination by we held secarate and entire the presence of the undersigned and wife, one well known to be the individual E described in that they executed the same for the uses an entire examination by we held secarate and entire the presence of the uses an entire examination by we held secarate and entire the presence of the uses an entire examination by we held secarate and entire the presence of the uses an entire examination by we held secarate and entire the presence of the uses an entire examination by we held secarate and entire the presence of the uses an entire examination by we held secarate and entire the presence of the	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of ours the said grantor seasons and we the said grantor seasons. And we the said grantor seasons aid property, and have a good right to convey the same; that it is free that said grantor seasons shall and will warrant and by these presents forces their successors makes and assigns, against the lawful claims have hereunto set our hands and seals this 27. J. Whiting Hyer (SEAL) Emma T. Hyer (SEAL) Emma T. Hyer (SEAL) appeared J. Whiting Hyer and Emma T. Hyer, and who executed the foregoing Deed of Conveyance, and acknowledged and purposes therein expressed, and the said Emma T. Hyer upon a
TO HAVE AND TO HOLD the said above desta municipal corporation, their su selfs and assigns, forever, free from all exemption frantors. If any such right or daim we report of the said sasigns, that we are well seized of the said man assigns, that we are well seized of the said man allen or incumbrance in law or equity, and wer defend the said premises unto the said grantes all and every person or persons whomsoever. IN TESTIMONY WHEREOF, we asy of October 19 44. Signed, sealed and delivered in the presence of degina M. Denk Elbert A. Clubbs This day, before the undersigned, personally in the said grantes of the said premises and wife, one well known to be the individual secretor described in that they executed the same for the uses an entire examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses arrivate examination by we held secretor and according to the same for the uses and according to the same for the uses and according to the same for the uses and according to the same for	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of ours the said grantor seasons and we the said grantor seasons. And we the said grantor seasons aid property, and have a good right to convey the same; that it is free that said grantor seasons shall and will warrant and by these presents forces their successors makes and assigns, against the lawful claims have hereunto set our hands and seals this 27. J. Whiting Hyer (SEAL) Emma T. Hyer (SEAL) Emma T. Hyer (SEAL) appeared J. Whiting Hyer and Emma T. Hyer, and who executed the foregoing Deed of Conveyance, and acknowledged and purposes therein expressed, and the said Emma T. Hyer upon a
TO HAVE AND TO HOLD the said above desk municipal corporation, their su feirs and assigns, forever, free from all exemption rantors, if any such right or daim we. For OUTSELVES and our heir not assigns, that we are well seized of the storm any lien or incumbrance in law or equity, and ver defend the said premises unto the said grantef all and every person or persons whomsoever. IN TESTIMONY WHEREOF, we as of October 19.44. igned, sealed and delivered in the presence of degina M. Denk Dert A. Clubbs This day, before the undersigned, personally susband and wife, one well known to be the individual E described in at they executed the same for the uses at the purpose of relinquishing, remouncing and or the purpose of relinquishing, remouncing and county TESTIMONY WHEREOF I have because	cribed premises unto the said The City of Pensacola. Iccessors In or homestead right or claim of Ours , the said grantor seasons. And We , the said grantor seasons. And We , the said grantor seasons. And the said grantor seasons with the said grantee seasons. Their successors will warrant and by these presents forces that aid grantor seasons were seasons and seasons. And seasons against the lawful claims have hereunto set Our hands and seals this 27. J. Whiting Hyer (SEAL) Enuma T. Hyer (SEAL) Enuma T. Hyer (SEAL) appeared J. Whiting Hyer and Emma T. Hyer. and who executed the foregoing Deed of Conveyance, and acknowledged and purposes therein expressed, and the said Emma T. Hyer
TO HAVE AND TO HOLD the said above desk municipal corporation, their su feirs and assigns, forever, free from all exemption rantors. If any such right or daim we procured the said present of the said premises and our heir not assigns, that we are well seized of the said many lien or incumbrance in law or equity, and ver defend the said premises unto the said granter all and every person or persons whomsoever. IN TESTIMONY WHEREOF, we as of October 19 44. igned, sealed and delivered in the presence of legina M. Denk Dept A. Clubbs State of Florida Secambia County. This day, before the undersigned, personally susband and wife, executed the same for the uses a crivate examination by me held, separate and apase as same freely and voluntarily and without fear or in the purpose of relinquishing, renouncing and cer the purpose of relinquishing, renouncing and cer the purpose of relinquishing, renouncing and cer in the purpose of relinquishing, renouncing and certain the presence of the same freely and voluntarily and without fear or in the purpose of relinquishing, renouncing and certain the purpose of relinquishing and without fear or in the purpose of relinquishing, renouncing and certain the purpose of relinquishing and without fear or in the purpose of relinquishing and without fear or in	cribed premises unto the said The City of Pensacola, ccessors nor homestead right or claim of Ours the said grantor s, sossess: And wo the said grantor s, the said grantor s, sossess: And wo the said grantor s, the said grantor s, so covenant with the said grantee s, their successorsheirs aid property, and have a good right to convey the same; that it is free that said grantor s shall and will warrant and by these presents forces, their successorsheirs and assigns, against the lawful claims have hereunto set Our hand s and seal s this 27 J. Whiting Hyer (SEAL) Firms T. Hyer (SEAL) (SEAL) appeared J. Whiting Hyer and Firms T. Hyer, wife of the said J. Whiting Hyer upon a rt from her said husband, acknowledged and declared that she executed apprehension, compulsion or constraint, of or from her said husband, and onveying all her rights of whaters kind in and to the said the said property.