

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS. VERBAL REACTION OR APPLAUSE IS NOT APPROPRIATE.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners
Regular Meeting –March 3, 2011– 5:30 p.m.
Governmental Complex – First Floor

1. Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

2. Invocation – Pastor Brian Kinsey, First Pentecostal Church.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

Recommendation : That the Board adopt the agenda as prepared **(or duly amended)**.

5. Commissioners' Forum.
6. Presentation - Plaque recognizing Cynthia Kyser Farrar for her dedicated service as appointee by Commissioner Grover C. Robinson, IV, to the Animal Services Advisory Committee, from July 23, 2009, through February 16, 2011.

7. Adoption/Ratification of Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following two Proclamations:

A. Adopt the Proclamation commending and extending sincere gratitude to Dr. Michael Redman, pediatric ophthalmologist, for his many years of dedicated service to the Escambia County community; and

B. Ratify the Proclamation, dated February 16, 2011, recognizing and honoring Mr. David Marice Williams, Principal of Pensacola High School, for his dedication and service, in observance of "Black History Month."

8. Retirement Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Harvey L. Smith, Office Support Assistant, Public Works Bureau, on his retirement after 11 years of service.

9. Written Communication:

A. January 18, 2011 - Email communication from Linda Rose, Code Mitigation Department, Rels Title, authorized representative for U.S. Bank National, requesting that the Board release property located at 3806 West Mallory Street, formerly owned by Sandy Blanton, from Code Enforcement Liens against property located at 3702 West Mallory Street and 1701 North Kirk Street; and

B. Undated communication from Irene Antonious requesting that the Board forgive two Code Enforcement Liens against property located at 8024 Whitmire Drive.

10. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation : That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

11. Reports:
 - Clerk of the Circuit Court & Comptroller's Report
 - Growth Management Report
 - County Administrator's Report
12. Items added to the agenda.
13. Announcements.
14. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-438

Proclamations Item #: 6.

BCC Regular Meeting

Date: 03/03/2011
Issue: Adoption/Ratification of Proclamations.
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board take the following action concerning the adoption/ratification of the following two Proclamations:

A. Adopt the Proclamation commending and extending sincere gratitude to Dr. Michael Redman, pediatric ophthalmologist, for his many years of dedicated service to the Escambia County community; and

B. Ratify the Proclamation, dated February 16, 2011, recognizing and honoring Mr. David Marice Williams, Principal of Pensacola High School, for his dedication and service, in observance of "Black History Month."

BACKGROUND:

Various bureaus, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, Dr. Michael Redmond, a local pediatric ophthalmologist, has served our community on the School Health Advisory Council (SHAC) for over 30 years, in collaboration with the School District of Escambia County and the Escambia County Health Department; and

WHEREAS, Dr. Redmond served as the Chairman of SHAC for over 25 of those 30 years. During his leadership, he understood the many pressures and challenges of today's public schools; and

WHEREAS, under Dr. Redmond's guidance, SHAC wrote a position paper in August 2000 that stated the belief that the ability to learn at school is directly related to a student's health and that all children have the right to have health needs safely met while in the school setting; and

WHEREAS, thanks to community leaders like Dr. Redmond, Escambia County currently averages one registered nurse to every 750 students as endorsed by the National Association of School Nurses and Healthy People 2020; and

WHEREAS, Dr. Redmond is keenly knowledgeable about healthcare legislative issues impacting Escambia County school children and has been recognized for his advocacy for school children; and

WHEREAS, Dr. Redmond keeps a close watch on any issues that impact children's health and encourages SHAC members to keep legislators aware of local issues; and

WHEREAS, Dr. Redmond served as a consultant for the School District of Escambia County's guidelines for vision screening and has been the County's primary ophthalmology resource for children with impaired vision. Many of Escambia County's school children have been evaluated and subsequently qualified for the Visually Impaired Program for Students. His intervention and compassion has greatly benefitted these children; and

WHEREAS, Dr. Redmond is a kind, caring man of high character, who exemplifies the highest level of service to our community through his medical practice, medical expertise, and consultation. His quiet, unassuming and efficient leadership and dedication to children will continue to impact Escambia County, Florida, for many years to come.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and extends its sincere gratitude to Dr. Michael Redman for his many years of dedicated service to the Escambia County community through his caring efforts on behalf of our children.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Adopted: March 3, 2011

PROCLAMATION

WHEREAS, the first time black history was celebrated was for one week in February 1926; and

WHEREAS, "Black History Month" takes place throughout the month of February and is intended to be a showcase of the historic and notable contributions of the African-American community, from scientists and scholars to musicians and politicians; and

WHEREAS, February 2011 marks the 35th anniversary of the existence of "Black History Month". This event is observed annually to recognize citizens in our community who give of themselves to make a difference in the lives of others; and

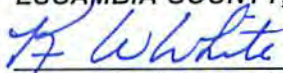
WHEREAS, the Alumni of Pensacola High School would like to recognize one of their own, Mr. David Maurice Williams, the Principal of Pensacola High School; and

WHEREAS, Mr. Williams is a 1977 graduate of Pensacola High School. He attended Southern University College in Baton Rouge, Louisiana, and in 1986, he became a teacher and a coach at Pensacola High School; and

WHEREAS, Mr. Williams was selected as the 2004 "Teacher of the Year", and in 2005 he accepted the position of Assistant Principal at Pensacola High School. In 2009, Mr. Williams became the Principal of Pensacola High School where he continues to serve today.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, in observance of "Black History Month" joins the Alumni of Pensacola High School in recognizing and honoring Mr. David Maurice Williams, as an educator in our community who continues to give of himself to make a difference in the lives of others.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**



Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Doris Harris
Deputy Clerk

Dated: February 16, 2011





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-451

Item #: 7.

BCC Regular Meeting

Date: 03/03/2011
Issue: Retirement Proclamation.
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board adopt the Proclamation commending and congratulating Harvey L. Smith, Office Support Assistant, Public Works Bureau, on his retirement after 11 years of service.

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request proclamations. Information provided on the proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A(6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Smith Retirement Proclamation

PROCLAMATION

WHEREAS, Harvey L. Smith worked as a County employee very faithfully for 11 years, retiring as an Office Support Assistant with the Public Works Bureau, Fleet Maintenance Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Harvey L. Smith on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Harvey L. Smith for 11 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Kevin W. White, Chairman, District Five

Wilson B. Robertson, Vice Chairman, District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: March 3, 2011

AI-465

Item #: 10.

BCC Regular Meeting

Date: 03/03/2011

SUBJECT:

Clerk of the Circuit Court & Comptroller's Report

Attachments

20110303 CR

**BACKUP NOT INCLUDED WITH THE CLERK'S REPORT IS AVAILABLE FOR REVIEW IN
THE OFFICE OF THE CLERK TO THE BOARD
ESCAMBIA COUNTY GOVERNMENTAL COMPLEX, SUITE 130**

CLERK OF THE COURTS & COMPTROLLER'S REPORT
March 3, 2011

I. CONSENT AGENDA

1. Acceptance of Reports

Recommendation: That the Board accept, for filing with the Board's Minutes, the following three Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date February 18, 2011, in the amount of \$2,364,651.36; and

B. The following two Disbursements of Funds:

(1) February 10, 2011, to February 16, 2011, in the amount of \$12,788,967.44; and

(2) February 17, 2011, to February 23, 2011, in the amount of \$166,617.15.

2. Minutes and Reports

Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 17, 2011;

B. Approve the Minutes of the Regular Board Meeting held February 17, 2011; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 10, 2011.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

Clerk & Comptroller's Report

Item #: 1.

Date: 03/03/2011
Issue: Acceptance of Reports
From: Doris Harris

Information

Recommendation:

Recommendation: That the Board accept, for filing with the Board's Minutes, the following three Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

- A. Payroll Expenditures for Pay Date February 18, 2011, in the amount of \$2,364,651.36; and
 - B. The following two Disbursements of Funds:
 - (1) February 10, 2011, to February 16, 2011, in the amount of \$12,788,967.44; and
 - (2) February 17, 2011, to February 23, 2011, in the amount of \$166,617.15.
-

Attachments

CR I-1



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Payroll Expenditures of the
 Board of County Commissioners

Pay Date: February 18, 2011

Check No: 50020062 - 50020170	\$83,646.55
Direct Deposits:	\$1,155,964.07
Total Deductions and Matching Costs:	\$1,125,040.74
Total Expenditures:	\$2,364,651.36

2011 FEB 17 A 11:00
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

02/10/11 to 02/16/11

DISBURSEMENTS

Computer check run of:

02/16/11 \$ 2,694,323.64

L-Vendor \$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 55,528.80

Dental Insurance \$ 41,084.27

Credit Card Purchases \$ 11,952.95

Investments \$ 9,986,077.78

Total Disbursement by Wire \$ 10,094,643.80

TOTAL DISBURSEMENTS \$ 12,788,967.44

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2011 FEB 17 P 3:02
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

02/17/11 to 02/23/11

DISBURSEMENTS

Computer check run of:

02/23/11 \$ 0.00

L-Vendor \$ 116,262.05

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 39,639.69

Dental Insurance \$ 5,196.87

Credit Card Purchases \$ 5,518.54

Total Disbursement by Wire \$ 50,355.10

TOTAL DISBURSEMENTS \$ 166,617.15

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2011 FEB 23 P 2:59
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

Clerk & Comptroller's Report

Item #: 2.

Date: 03/03/2011
Issue: Minutes and Reports
From: Doris Harris

Information

Recommendation:

Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 17, 2011;
- B. Approve the Minutes of the Regular Board Meeting held February 17, 2011; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 10, 2011.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

CR I-2

REPORT OF THE AGENDA WORK SESSION
HELD FEBRUARY 17, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 9:12 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5
Commissioner Gene M. Valentino, District 2
Commissioner Marie K. Young, District 3
Mr. Charles R. "Randy" Oliver, County Administrator
Mrs. Alison Rogers, County Attorney
Mrs. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Mrs. Shirley L. Gafford, Program Coordinator, County Administrator's Office
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Grover C. Robinson, IV, District 4

1. FOR INFORMATION: The agenda package for the 5:30 p.m., February 17, 2011, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver, County Attorney Rogers, and Shirley L. Gafford, Program Coordinator, County Administrator's Office, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Bureau Chief, Development Services Bureau, reviewed the Growth Management Report;
 - D. Shirley L. Gafford, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Shirley L. Gafford, Program Coordinator, County Administrator's Office, and County Attorney Rogers reviewed Commissioner Robinson's add-on items.

NAME

DEPARTMENT/AGENCY

1	LARRY GOODWIN	P/W
2	Claudia Lemmon	Purch
3	Jim Doran	OMB
4	Pat Johnson	DRM
5	Jim Smith	HR
6	Steve Wier	FACILITIES, MGT
7	John Star	Public Works
8	David Messette	IT
9	Randy Wilkerson	NEPA
10	Don & Jo Barber	
11	Tom Allen	Extension
12	Marilyn Eberley	SE E
13	Ken Gordon	ECA7
14	LLOIS VAN	ASB
15	Robert Turpin	CEB
16	Deann Jacob	BCC Dist 5
17	Illwaco Braynell	BCC D1
18	Betsy Agelton	BCC D4
19	Deann Lohman	BCC-D2
20	DeAnn Turpin	Budget
21	Wes Messer	Public Works
22	Jay M. ...	Admin
23	Jeff Ales IV	Integrated Energy Partners Inc.
24	Sonya Daniel	PIO
25	Kelly Poole	PIO
26	Brandi Ziglar	PIO
27	Raymond ...	B/C
28	Mike Weaver	TS
29	George ...	CAD
30	Janet ...	PNT

NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk & Comptroller Finance
2	Doris Harris	Clerk to the Board
3	Charles R. Oliver	County Administrator
4	Shirley L. Hafford	CAO
5	KEVIN WHITE	BCC
6	Jane M. Valentin	BCC
7	Mary Young	Board
8	[Signature]	City Atty
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AI-459

Item #: 10.

BCC Regular Meeting

Date: 03/03/2011

SUBJECT:

GMR

Attachments

GMR

GROWTH MANAGEMENT REPORT
March 3, 2011

1. Review of the Rezoning Case heard by the Planning Board on February 7, 2011

RECOMMENDATION:

That the Board take the following action concerning the rezoning case heard by the Planning Board on February 7, 2011:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2011- 02 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	Z-2011-02
Location:	5890 Hwy 99
Property Reference No.:	05-3N-32-1310-000-000
Property Size:	25.73 (+/-) acres
From:	VAG-1, Villages Agriculture District (5 du/acre on one acre parcels)
To:	VAG-2, Villages Agriculture District (1 du/acre)
FLU Category:	AG, Agriculture
Commissioner District:	5
Requested by:	Micheal E. and Kristi Y. Black, Owners
Planning Board Recommendation:	Approval
Speakers:	Michael E. Black, Owner Howard D. Maines

I. PUBLIC HEARING

1. 5:45 p.m. - Public Hearing - Amendment to the Official Zoning Map

RECOMMENDATION:

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on February 7, 2011 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

2. 5:46 p.m.– Public Hearing – LDC Ordinance – Articles 3, 6 & 9 “Single Family Living”

RECOMMENDATION:

That the Board review an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to amend the definition of “dwelling, single-family” and defining “family” and “fraternity/sorority house”; amending Article 6 “Zoning Districts,” creating Section 6.04.18 to restrict occupancies in designated residential zoning districts to families; amending Article 9 “Nonconforming Uses and Noncomplying Structures”, creating Section 9.08.00 to terminate nonconforming uses in violation of this Ordinance.

This hearing serves as the first of two required Public Hearings before the Board of County Commissioners as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

II. ACTION ITEM

1. Action Item – Fiddler’s Walk Final Plat Permit # 05101590

RECOMMENDATION:

That the Board take the following actions concerning the recording of the Final Plat of Fiddler’s Walk, (a 47 lot single family residential subdivision), located in the Cantonment Community on West Roberts Road, and lying west of U.S. Highway 29. Fiddler’s Walk subdivision is owned and developed by J. Taylor Homes, Inc. Prior to recording, the County Engineer, County Surveyor, Development Services Bureau Chief and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street name “Fiddlers Circle”;

C. Accept all public easements, drainage improvements within public easements/public parcels, Parcel "A" Detention/ Retention Pond (1.74 acres) as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement.

III. CONSENT AGENDA

1. Schedule Public Hearing

RECOMMENDATION:

That the Board authorize the scheduling of the following Public Hearing(s):

Thursday, April 7, 2011

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on March 7, 2011.

- | | |
|---------------------|---|
| 1. Case No.: | Z-2011-03 |
| Location: | 207, 209, and 211 Yoakum Court |
| Property | 46-1S-30-2001-014-001, 46-1S-30-2001-015-001, |
| Reference No.: | 46-1S-30-2001-016-001 |
| Property Size: | 0.53 (+/-) acres |

From: R-6, Neighborhood Commercial and Residential District
(cumulative), High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District
(cumulative) (25 du/acre)
FLU Category: MU-1, Mixed Use-1
Commissioner District: 3
Requested by: Tom Hammond, Agent for
Jennifer Streckel, Owner

2. Case No.: Z-2011-04

Location: 831 Trammel Blvd, 1000 Blk Trammel Blvd, and 825 Diamond
Dairy Rd
Property Reference No.: 26-1S-30-2101-001-034, 26-1S-30-2101-003-034,
26-1S-30-2101-000-034
Property Size: 0.63 (+/-) acres
From: R-5, Urban Residential/Limited Office District (cumulative),
High Density (20 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-1, Mixed Use-1
Commissioner District: 3
Requested By: Khalifah Mohamed, Agent for
Mohamed A. Mohamed, Owner

3. Case No.: 2011-05

Location: 6751 N Palafox St
Property Reference No.: 27-1S-30-3101-003-053
Property Size: 1.63 (+/-) acres
From: R-6, Neighborhood Commercial and Residential District
(cumulative), High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District
(cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner District: 3
Requested by: Glynn Clark, Agent for
Debra P. Buckley, Owner

2. 5:46 p.m. - Public Hearing - LDC Ordinance - Articles 3,6 & 7 "Outside Sales and Storage"
3. 5:47 p.m. - Public Hearing - LDC Ordinance - Articles 3,6 & 9 "Single Family Living"



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Public Hearing Item #: 1.

Growth Management Report

Date: 03/03/2011

Issue: Review of the Rezoning Case heard by the Planning Board on February 7, 2011

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board take the following action concerning the rezoning case heard by the Planning Board on February 7, 2011:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2011- 02 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	Z-2011-02
Location:	5890 Hwy 99
Property Reference No.:	05-3N-32-1310-000-000
Property Size:	25.73 (+/-) acres
From:	VAG-1, Villages Agriculture District (5 du/acre on one acre parcels)
To:	VAG-2, Villages Agriculture District (1 du/acre)
FLU Category:	AG, Agriculture
Commissioner District:	5
Requested by:	Micheal E. and Kristi Y. Black, Owners
Planning Board Recommendation:	Approval
Speakers:	Michael E. Black, Owner Howard D. Maines

BACKGROUND:

The above case was owner initiated and heard at the February 7, 2011 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or

modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Order of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

Attachments

Z-2011-02 Case File

Z-2011-02

IN AND FOR ESCAMBIA COUNTY, FLORIDA
 ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board, on Monday, February 7, 2011, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN
 TIM TATE, VICE CHAIRMAN
 DOROTHY DAVIS
 STEVEN BARRY
 R. VAN GOODLOE
 KAREN SINDEL
 ALVIN WINGATE
 PATTY HIGHTOWER, SCHOOL BOARD MEMBER (Not present)
 STEPHANIE ORAM, NAVY REPRESENTATIVE
 STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

DEVELOPMENT SERVICES BUREAU:

T. LLOYD KERR, AICP, BUREAU CHIEF
 HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
 DAVID FORTE, PROJECTS AND COMPREHENSIVE PLANNING
 GENERAL PUBLIC

REPORTED BY: LINDA V. CROWE, COURT REPORTER

PROCEEDINGS

MR. BRISKE: Good morning. We have several things on the agenda. Before we get started with the quasi-judicial hearing for rezoning, I'll ask Mr. Wingate to give us the Invocation and lead us in the Pledge. Please stand.

(Pledge of Allegiance and Invocation.)

MR. BRISKE: Thank you, Mr. Wingate. All right. I hereby call to order the Escambia County Planning Board meeting for February 7th. We do have six members here so we do have a quorum. I would like to ask staff do we have proof of publication?

MS. SPITSBERGEN: Yes, sir. We do. The meeting was advertised in the January 21st, 2011 Pensacola News Journal.

MR. BRISKE: Did that publication meet all of the legal requirements?

MS. SPITSBERGEN: Yes, sir, it did.

MR. BRISKE: The Chair will entertain a motion to waive the reading of the legal.

MS. SINDEL: So moved.

MS. DAVIS: Second.

MR. BRISKE: A motion and a second. All those in favor say aye.

(Aye.)

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I N D E X

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Composite Exhibit A, Staff's Findings-of-Fact and Legal Advertisement	8
CASE NO: Z-2011-02	
Location: 5890 Highway 99	
Parcel: 05-3N-32-1310-000-000	
From: VAG-1, Villages Agriculture District (5du/100 acres on one acre parcels)	
To: VAG-2, Villages Agriculture District (1 du/5 acres)	
FLU Category: AG, Agriculture	
BCC District: 5	
Requested by: Michael E. and Kristi Y. Black, Owners	
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MR. BRISKE: The motion passes unanimously. (Motion passed unanimously.)
 MR. BRISKE: At this hearing the Planning Board will act under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications. These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law, however, they are less formal.

All testimony will be given under oath and anyone testifying before the Planning Board may be subject to cross-examination.

All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record.

Opinion testimony will be limited to experts and closing arguments will be limited to the evidence in the record.

Before making a decision the Planning Board will consider the relevant testimony, the exhibits entered and the applicable law.

Each individual who wishes to address the Planning Board must complete a speaker request form, which are located at the rear of the chambers. You will not be allowed to speak at this hearing unless

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1 you have completed a form for the record. Please
 2 note that only those individuals who are present
 3 here today and give testimony on the record before
 4 this hearing will be allowed to speak at the
 5 subsequent hearing before the Board of County
 6 Commissioners. No new evidence can be presented at
 7 the BCC meeting, therefore, all testimony and
 8 evidence must be presented today.
 9 The Planning Board will provide a
 08:42 10 recommendation for each zoning request to the Board
 11 of County Commissioners. They will then review the
 12 testimony, documents and exhibits, consider the
 13 closing arguments and make a final decision. All
 14 decisions by the BCC are final. Anyone who wishes
 15 to seek judicial review of a decision of the Board
 16 of County Commissioners must do so in a court of
 17 competent jurisdiction within 30 days of the date
 18 the Board of County Commissioners either approves or
 19 rejects the recommended order of the Planning Board.
 08:42 20 All written or oral communications outside of
 21 this hearing with members of the Planning Board
 22 regarding today's matters are considered ex parte'
 23 communications. Ex parte' communications are
 24 presumed prejudicial under Florida law and must be
 25 disclosed as provided in Board of County
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1 Commissioners Resolution 96-13. As each case is
 2 heard, the Chair will ask that any Board members who
 3 have been involved in any ex parte' communication,
 4 please identify themselves and describe the
 5 communications.
 6 As required by Section 2.08.02.B of the
 7 Escambia County Land Development Code, the Planning
 8 Board's recommendations to the Board of County
 9 Commissioners shall include the following six
 08:43 10 criterion:
 11 A, shall be consistent with the Comprehensive
 12 Plan. Whether the proposed amendment is consistent
 13 with the Comprehensive Plan.
 14 B, consistency with the code. Whether the
 15 proposed amendment is in conflict with any portion
 16 of the Land Development Code or is consistent with
 17 the stated purpose and intent of the Land
 18 Development Code.
 19 C, compatibility with surrounding uses.
 08:43 20 Whether and the extent to which the proposed
 21 amendment is compatible with existing and proposed
 22 uses in the area of the subject property.
 23 D, changed conditions. Whether and to the
 24 extent there are any changed conditions that impact
 25 the amendment or the properties.
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1 E, effect on the natural environment. Whether
 2 and to the extent to which the proposed amendment
 3 would result in significant adverse impacts on the
 4 natural environment.
 5 F, development patterns. Whether and to the
 6 extent to which the proposed amendment would result
 7 in a logical and orderly development pattern.
 8 At the beginning of each case as long as there
 9 are no objections from the applicant, we will allow
 08:44 10 the staff to briefly present the location and zoning
 11 maps and photographs for the property. Next, we
 12 will hear from the applicant and any witnesses that
 13 he or she may wish to call. Then we will hear from
 14 the staff and any witnesses that they wish to call.
 15 Finally, we will hear from members of the public who
 16 have filed a speaker request form.
 17 At this time I would like to ask our court
 18 reporter to swear in the members of the staff who
 19 will be testifying today.
 08:45 20 (County Staff sworn.)
 21 MR. BRISKE: Board members, it appears that all
 22 of the people that are going to be testifying today
 23 have previously been qualified to offer expert
 24 testimony in the area of land development use. Does
 25 anyone have any questions regarding these folks'
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1 qualifications or ability to offer expert testimony?
 2 Okay. The rezoning package for February 7th,
 3 2011, with the staff's Findings-of-Fact has been
 4 previously provided to the Board members. The Chair
 5 will entertain a motion to accept the rezoning
 6 hearing package with the staff's findings and the
 7 legal advertisement into evidence. Do I have a
 8 motion?
 9 MR. GOODLOE: So moved.
 08:45 10 MS. SINDEL: Second.
 11 MR. BRISKE: A motion and a second. All those
 12 in favor say aye.
 13 (Board members vote.)
 14 MR. BRISKE: Opposed?
 15 (None.)
 16 MR. BRISKE: The motion passes unanimously.
 17 (Motion passed unanimously.)
 18 MR. BRISKE: The rezoning hearing package with
 19 the staff's findings and the legal advertisement
 08:46 20 will be marked and included in the record as
 21 Composite Exhibit A for today's cases.
 22 (Composite Exhibit A, Staff's Findings-of-Fact
 23 and Legal Advertisement, was identified and
 24 admitted.)
 25 MR. BRISKE: Today we have one case to be
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1 heard. That first case is consideration of Case
 2 Z-2011-02, which requests rezoning of the property
 3 from VAG-1, Villages Agricultural District, to
 4 VAG-2, Villages Agricultural District.
 5 (Mr. Barry enters.)
 6 MR. BRISKE: At this time I would ask the
 7 members of the Board -- we do welcome Mr. Barry.
 8 Please note that we have added one to our quorum.
 9 And I will start at the far end with our Navy
 08:46 10 representative. Has there been any ex parte'
 11 communications between the applicant or applicant's
 12 agent, attorneys, witnesses, with any fellow
 13 Planning Board members or anyone from the general
 14 public on this hearing? I would also ask when you
 15 answer, if you visited the subject property, and
 16 also disclose if you are a relative or business
 17 associate of the applicant or the applicant's agent.
 18 At this time --
 19 MS. ORAM: There has been no communication on
 08:47 20 my part. I haven't seen the property except for
 21 what was in the Power Point and I have nothing else
 22 to disclose.
 23 MR. BRISKE: Mr. Goodloe?
 24 MR. GOODLOE: I did talk to the staff about
 25 this and was referred back to the Planning Board
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1 meeting here today for any questions I might have.
 2 No other contact.
 3 MR. BRISKE: Mr. Barry.
 4 MR. BARRY: No communication. I didn't visit
 5 the site and no conflict relationship.
 6 MR. BRISKE: The Chairman, I've had no
 7 ex parte' communication of any kind.
 8 Mr. Tate.
 9 MR. TATE: I've had no ex parte' communication
 08:47 10 of any kind.
 11 MS. DAVIS: None of any kind.
 12 MR. BRISKE: Thank you. Mr. Wingate.
 13 MR. WINGATE: I've had no contact, but I do
 14 know where the property is.
 15 MS. SINDEL: I've had no ex parte'
 16 communication nor have I visited the property.
 17 MR. BRISKE: Thank you. Staff, was notice of
 18 the hearing sent to all interested parties?
 19 MR. FORTE: Yes, sir. It was.
 08:48 20 MR. BRISKE: Was that notice also posted on the
 21 subject property?
 22 MR. FORTE: Yes, sir.
 23 MR. BRISKE: At this time I would ask the
 24 staff, unless there's an objection, to present the
 25 maps and photographs for Case Z-2011-02.
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1 MR. FORTE: David Forte, Urban Planner,
 2 Development Services Bureau, Z-2011-02, 5390 Highway
 3 99 from VAG-1 to VAG-2.
 4 Here's the location and wetlands map. Your
 5 aerial photo. Future Land Use and existing land use
 6 in the 500-foot radius. Zoning with the 500-foot
 7 radius. The sign posted to the site. Looking north
 8 along Highway 99. Looking south along Highway 99.
 9 Looking west from the subject property along Highway
 08:49 10 99. The subject property looking east from Highway
 11 99. The subject property looking southeast from
 12 Highway 99. Looking east along a private road
 13 running south along the property line. The subject
 14 property looking north from the private road.
 15 Looking south from the private road. And the
 16 500-foot radius map, again, from the Escambia County
 17 Property Appraiser's site. And the 500-foot mailing
 18 list. That concludes the maps presentation.
 19 MR. BRISKE: Board members, any questions of
 08:49 20 the maps or aerial photography? Hearing none, at
 21 this time we would like applicant or the
 22 representative to please come forward. I have
 23 Michael and Kristi Black as the owners. Yes, sir,
 24 please come forward and be sworn in.
 25 If you would, please state your full name and
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1 address for the record.
 2 MR. BLACK: Do y'all need this?
 3 MR. BRISKE: Yes, sir. We'll get it from you.
 4 MR. BLACK: My name is Michael Eric Black and I
 5 reside at 748 Pinebrook Circle, Cantonment.
 6 MR. BRISKE: The court reporter will swear you
 7 in.
 8 (Sworn testimony by Michael Eric Black.)
 9 MR. BRISKE: Mr. Black, have you received a
 08:50 10 copy of the rezoning hearing package with the
 11 staff's findings.
 12 MR. BLACK: Yes, sir.
 13 MR. BRISKE: Do you understand that you have
 14 the burden of providing by substantial competent
 15 evidence that the proposed rezoning is consistent
 16 with the Comprehensive Plan, furthers the goals,
 17 objectives and policies of that plan and is not in
 18 conflict with any portion of the County's Land
 19 Development Code?
 08:51 20 MR. BLACK: That's my understanding.
 21 MR. BRISKE: Yes, sir. Please proceed with
 22 your presentation.
 23 MR. BLACK: Okay. According to the criteria
 24 that y'all have set forth, I just want to say that I
 25 agree with the staff's findings on three of them,
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1 but the three that I kind of disagree with, that's
 2 the main ones that I would like to talk about, if
 3 that's all right with you.
 4 MR. BRISKE: Yes, sir. You can accept the
 5 staff's findings. Like I said, it is your burden to
 6 prove your case. So on each of the ones you wish to
 7 dispute, we'll have you go one at a time and there
 8 may be questions from the Board. Go ahead and start
 9 and just direct us to which criterion you're going
 08:51 10 to address first.
 11 MR. BLACK: I would like to say this is kind of
 12 new to us so forgive me if I don't know the lingo,
 13 some of the terms that's used and all.
 14 MR. BRISKE: That's fine, sir.
 15 MR. BLACK: On the first criterion I said
 16 according to the policy I agree with the staff that
 17 the VAG-2 zoning is compatible with the intent and
 18 purpose of the Future Land Use category. All right
 19 that's the part that they said was okay.
 08:52 20 And I said as far as CPP 7.A.4.3 and 4.7, I
 21 don't really see us in an urban sprawl situation. I
 22 know that it talks about the density being changed,
 23 but I said that the density for VAG-2 allows one
 24 dwelling unit per five acres, which is the lowest
 25 other than the VAG-1.
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1 And I said also it states under CCP 7.A.4.3
 2 that higher densities will be discouraged. It
 3 didn't say that they would be denied.
 4 So that's pretty much it on that.
 5 MR. BRISKE: Board members, any questions on
 6 Criterion (1)?
 7 Staff, any questions of the applicant on this
 8 criterion?
 9 MR. FORTE: No, sir.
 08:53 10 THE COURT: Go ahead, sir. Please proceed.
 11 MR. BLACK: Criterion (2) was just take the
 12 staff's findings on that.
 13 Criterion (3), what I said on that, I noticed
 14 that y'all had maps, but I have a map that was
 15 provided by the County. And I said this: Using the
 16 zoning map provided by the County it shows that
 17 there are properties with a VAG-2 status less than a
 18 mile away. Since the County informed me that the
 19 500-foot radius is broadened in rural areas, our
 08:53 20 property should comply.
 21 MR. BRISKE: Do you wish to submit that as
 22 evidence into your case?
 23 MR. BLACK: Yes.
 24 MR. BRISKE: The Chair will entertain a motion
 25 to accept as evidence.
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1 MS. DAVIS: So moved.
 2 MR. BRISKE: A motion. Do we have a second?
 3 MS. SINDEL: Second.
 4 MR. BRISKE: All those in favor say aye.
 5 (Board members vote.)
 6 MR. BRISKE: Opposed?
 7 (None.)
 8 MR. BRISKE: It passes unanimously.
 9 (The motion passed unanimously.)
 08:54 10 MR. BRISKE: Sir, if you would, please hand it
 11 to one of our staff members here so they can let the
 12 Board look at it. Let's have that marked as
 13 Applicant's Exhibit A for the record.
 14 (Applicant's Exhibit A, Map, was identified and
 15 admitted.)
 16 MR. BRISKE: All right, sir. Go ahead. Is
 17 this the same map that appears on the screen right
 18 now? Okay.
 19 MR. BLACK: This Criterion (6) says -- it's
 08:54 20 about development patterns -- whether and the extent
 21 to which the proposed amendment would result in a
 22 logical and orderly development pattern.
 23 And I said the proposed amendment would result
 24 in a logical and orderly development pattern for the
 25 rural agricultural area of the county. Though the
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1 proposed amendment would result in spot zoning
 2 within the typical 500-foot impact area, this radius
 3 is not logical within the northern portion of the
 4 county. And the property is located along a County
 5 road, 99-A, within a mile of many existing small
 6 residential parcels. It's along 99-A.
 7 And, also, according to the Comprehensive Plan
 8 Implementation Annual Report 2008, 2009, there are
 9 still over 700 dwelling units available of the 3,200
 08:55 10 dwelling units allocated to the Agricultural
 11 category, CPP 7.A.4.9.
 12 MR. BRISKE: All right, sir. If we could,
 13 let's go back to your exhibit that you wanted
 14 entered into evidence, which is on the screen right
 15 now. Did you wish to point anything out in
 16 particular on this map now that we have it all in
 17 front of us here?
 18 MR. BLACK: Yes, sir. What I'm talking about
 19 is the blue circle, the first blue circle. It hits
 08:55 20 on the VAG-2 thing and then just a little bit
 21 further out. That's less than a mile. And then the
 22 next circle out encompasses the VAG-2 parcels.
 23 MR. BRISKE: Okay. Any questions from the
 24 Board members on the map?
 25 MR. BLACK: I don't know if I can say this or
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1 not, but it was -- it's not our plan to come in
 2 and -- the way I see urban sprawl, is if you're
 3 trying to get as many parcels as you can on my piece
 4 of land and I'm just trying to break it up like
 5 three times, in three different pieces, which would
 6 be about seven acres a piece and the intent is to
 7 make it more affordable for somebody to come in
 8 there and own a piece of property out in the
 9 country, because right now the way that it is,
 08:56 10 unless somebody is given a piece of land, you know,
 11 and they're young, probably 30 years of age and
 12 younger, they will not be able to afford a place out
 13 in the country unless it's given to them by their
 14 family members or something. We have tried to sell
 15 the property for two years and people can't afford
 16 it really and so -- and we've had a good price on
 17 the property, but we've just not had any bites on it
 18 and people have told us, you know, if you can break
 19 it down some to where we could afford it, we
 08:57 20 probably would do it.
 21 MR. BRISKE: Well, the Planning Board as far as
 22 rezoning requests, we don't consider the specific
 23 use of the property because it can be used for
 24 anything that's permissible if the request is
 25 granted in VAG-2 so that's the way we have to look
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1 at it, but certainly your comments are on the
 2 record.
 3 Let's move on to Criterion (6), which was
 4 covered. Were there any questions on Criterion (6)?
 5 Staff, any questions of the applicant?
 6 MR. FORTE: No, sir.
 7 MR. BRISKE: Okay. All right, sir. Did you
 8 have anything else that you wanted to add at this
 9 point?
 08:58 10 MR. BLACK: No, sir.
 11 MR. BRISKE: You'll have a chance to speak
 12 again. You will have a chance to question the
 13 staff, as well. What we'll do at this time is we'll
 14 go ahead and move on to the staff's presentation and
 15 then you will have an opportunity to cross-examine
 16 them and to redirect.
 17 David, are you going to be presenting?
 18 MR. FORTE: Yes, sir.
 19 (Sworn testimony by David Forte.)
 08:58 20 MR. BRISKE: Please state your name and
 21 position for the record, David.
 22 MR. FORTE: David Forte, Urban Planner,
 23 Development Services Bureau.
 24 MR. BRISKE: David has previously been sworn in
 25 earlier.
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1 MR. FORTE: Yes, sir.
 2 Staff's Findings-of-Fact for Z-2011-02.
 3 Criterion (1), consistent with the
 4 Comprehensive Plan. The findings: The proposed
 5 amendment is not consistent with the Comprehensive
 6 Plan. The Villages VAG-2 zoning district is
 7 compatible with the intent and purpose of the Future
 8 Land Use category Agriculture; however, rezoning
 9 from Villages Agriculture One, VAG-1, to VAG-2 is
 08:59 10 not consistent with Comprehensive Plan Policy
 11 7.A.4.3 and 7.A.4.7.a which state that rezoning to
 12 categories allowing higher densities will be
 13 discouraged.
 14 Criterion (2), consistency with the code. The
 15 proposed amendment is consistent with the intent and
 16 purpose of the code. The proposed amendment to
 17 VAG-2 meets the intent of LDC Section 6.05.22 in
 18 that the proposed property is an
 19 agriculturally-assessed parcel held for agricultural
 08:59 20 production. However, if the amendment is granted
 21 the parcel would potentially allow for increase in
 22 residential density resulting in the premature
 23 conversion of prime farmland acreage to
 24 nonagricultural uses.
 25 When applicable, further review from the
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1 Development Review Committee will be needed to
 2 ensure the buffering requirements and other
 3 performance standards have been met should this
 4 amendment to VAG-2 be granted.
 5 Criterion (3), compatible with surrounding
 6 uses. The proposed amendment is not compatible with
 7 the surrounding existing uses in the area.
 8 Using aerial photographs, the County property
 9 Appraiser's Website and conducting a site visit,
 09:00 10 staff observed a total of 13 parcels including the
 11 subject parcel within the 500-foot radius impact
 12 area. All parcels are zoned VAG-1 and consist of
 13 six parcels used for timber or agriculture, three
 14 parcels used for agriculture, with one single-family
 15 dwelling on each, and four small vacant parcels that
 16 are too small for agriculture or residential use.
 17 Criterion (4), changed conditions. Staff found
 18 no changed conditions that would impact the
 19 amendment or property.
 09:00 20 Criterion (5), effect on the natural
 21 environment. According to the National Wetland
 22 Inventory, wetlands are not indicated on the subject
 23 property, although the soil survey of Escambia
 24 County indicated hydric soils (grady loam, drained)
 25 are on the subject property. When applicable,
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1 further review during the Development Review
 2 Committee process will be necessary to determine if
 3 there would be any significant adverse impact on the
 4 natural environment.
 5 Criterion (6), development patterns. The
 6 proposed amendment would not result in a logical and
 7 orderly development pattern for the rural
 8 agricultural area of the county. The proposed
 9 amendment to VAG-2 is not compatible with the
 09:01 10 existing and proposed uses in the area. With the
 11 exception of the four small vacant parcels, the
 12 surrounding parcels consist of large parcels that
 13 are viable for agricultural operations. The
 14 proposed amendment could potentially result in the
 15 premature conversion of prime farmland acreage to
 16 nonagricultural uses.
 17 That concludes staff's Findings-of-Fact.
 18 MR. BRISKE: Board members, any questions of
 19 David on the staff's findings?
 09:01 20 MS. DAVIS: Just one question. What are we
 21 talking about, about how many acres, around 25,
 22 somewhere in there?
 23 MR. FORTE: I believe it's 23.
 24 MR. BLACK: It's 25.
 25 MR. FORTE: Twenty-five acres.
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1 MR. BRISKE: Mr. Black, if you would please
 2 come back to the microphone. Thank you, sir. We
 3 need to get you on record.
 4 Would you state the total size of the property,
 5 please?
 6 MR. BLACK: It's a little better plus or minus
 7 25 acres.
 8 MR. BRISKE: Any other questions?
 9 MR. FORTE: 25.73 acres is what we saw on the
 09:02 10 deed.
 11 MR. BRISKE: Okay. Other questions of staff?
 12 Mr. Black, you have an opportunity to do a
 13 direct examination of staff. Obviously, there's
 14 some differences in the criterion. Did you wish to
 15 ask questions or restate anything?
 16 MR. BLACK: No, sir, not really. It's just
 17 according to what I said, my differences with them
 18 is basically stated.
 19 But I did -- a case that y'all had last year,
 09:03 20 which was -- hold on a second. It was Z-2010-10.
 21 Y'all had a case that was real similar to mine and
 22 the property was located in Rural Parks and the
 23 findings were real similar. But they approved this
 24 one to rezone. And it's -- the findings -- in other
 25 words, there were properties that were out a certain
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1 distance from the property that wasn't in the
 2 500-foot radius and that one was approved to go
 3 along with the rezoning.
 4 MR. BRISKE: That's good information. However,
 5 we can't consider precedents that are set on other
 6 cases. We have to take each case individually and
 7 based on the six criterion.
 8 MR. BLACK: You mean you don't base any of your
 9 findings on what y'all have been doing in the past?
 09:04 10 MR. BRISKE: We are not allowed to consider --
 11 Lloyd, you may want to speak on this, too. State
 12 your name for the record and position, please.
 13 MR. KERR: Lloyd Kerr. I'm the bureau chief
 14 for Development Services. And that is correct, Mr.
 15 Black, each case is considered on its own merit and
 16 what the -- whatever the conditions or whatever
 17 situation was on the case that you've referenced
 18 should really have no bearing on the decision that's
 19 made in this case. And the only evidence that can
 09:04 20 be considered would be that that you would bring
 21 forward in relation to your petition to zone your
 22 particular piece of property.
 23 MR. BLACK: My answer to that is, if there's --
 24 if there's discrepancies in how that -- that you do
 25 for one case and then the next case is very similar,
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1 and then you decide to do something else, what do we
 2 have -- what Bible do we have, so to speak, that we
 3 can be all on the same page together is what my
 4 question is?
 5 MR. BRISKE: Well, I think the fact that you
 6 addressed the criterion where you believe that you
 7 disagree with the staff is the key point, because I
 8 don't remember the case that you're talking about
 9 and like I said we really can't consider it, but
 09:05 10 it's possible that the reason the Board voted that
 11 way is because they felt that the applicant's
 12 criterion met the criteria and they disagreed with
 13 the staff and so they went with it. That's why it's
 14 the applicant's burden to basically prove their
 15 case.
 16 Now, certainly you have as much time as you
 17 need if you would like to, you know, reiterate or
 18 add anything to the case on the criterion. You
 19 heard the staff's findings and the Board, of course,
 09:06 20 will consider what your findings are versus what the
 21 staff's are and make a decision. Like I said, you
 22 have the opportunity to directly examine or present
 23 more information, if you like.
 24 We do have one speaker that has signed up to
 25 speak from the public on the case, so once you have
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1 your direct examination and your presentation, they
 2 will speak. You will have an opportunity to come
 3 back and direct examine that person and then do
 4 closing arguments, so to speak, as well. So I'll
 5 give you some latitude in how you want to proceed.
 6 MR. BLACK: I don't really have anything else
 7 right now.
 8 MR. BRISKE: Yes, sir, Mr. Wingate.
 9 MR. WINGATE: Mr. Black, I was looking in
 09:06 10 Criterion (2) here and then my thought that came to
 11 me is governing and looking at 25-acre parcels out
 12 in the agricultural land, what was your main purpose
 13 that you planned on -- I think you mentioned
 14 something about subdividing. Do you plan on living
 15 on the land? Do you plan on creating mini farms?
 16 MR. BRISKE: Mr. Wingate, I would remind you
 17 that we're not allowed to consider the use of the
 18 property. We can only consider what potentially the
 19 property could be used for in the VAG-2, if we were
 09:07 20 to grant the zoning, because his particular use
 21 could change if he sells the property to another
 22 owner, which they would then be entitled to all the
 23 benefits of a VAG-2. So Mr. Black, you can answer
 24 the question if you like, but I don't think it's
 25 relevant to what we have to consider, to be honest
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1 with you.
 2 MR. BLACK: Okay. No comment, then.
 3 MR. BRISKE: Any other question? Let's go
 4 ahead and move on to the member of the public that
 5 wishes to speak and then we can come back and have a
 6 discussion on it.
 7 Now we're going to open the public comment
 8 session of the meeting and for those members of the
 9 public who wish to speak on this matter, please note
 09:08 10 that the Planning Board bases its decision only on
 11 the criteria and the exceptions described in Section
 12 2.08.02.D of the Escambia County Land Development
 13 Code. During its deliberations, the Planning Board
 14 will not consider general statements of support or
 15 opposition. Accordingly, please limit your
 16 testimony to the criteria and the exceptions
 17 described in Section 2.08.02.D.
 18 Please also note that only those individuals
 19 here today giving testimony on the record before the
 09:08 20 Planning Board will be allowed to speak at the
 21 subsequent hearing before the Board of County
 22 Commissioners.
 23 We do have one speaker signed up at this point.
 24 Mr. Howard Maines. Yes, sir. Please come forward
 25 and we'll have the staff reporter swear you in.
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1 (Sworn Testimony by Howard Maines.)
 2 MR. BRISKE: Yes, sir, please proceed. Would
 3 you state your name and address.
 4 MR. MAINES: Good morning, everybody. My name
 5 is Howard Maines and I don't know Mr. Black. I've
 6 looked at his property before. I have 20 acres just
 7 east of his property. It's the next 20 acres over
 8 that adjoins his property.
 9 A couple of things I think you ought to
 09:09 10 consider is, one, about three or four years ago when
 11 I bought my 20 acres I was required to put a full
 12 county road in to get to my 20 acres. Well, by
 13 putting in a full county road that meant I had to
 14 give up some of my land and had to get a lot of
 15 other people to agree to that. So that tells me
 16 that Escambia County must have anticipated possible
 17 rezoning in the future because they required me to
 18 put this big county road in and that's what they
 19 told me at the little small building a couple of
 09:10 20 years ago.
 21 So I have no objection with what Mr. Black is
 22 doing. I've got 20 acres. And he's right. There's
 23 possibly no way you can sell 20 acres or 25 acres.
 24 I don't anticipate selling mine in the near future.
 25 But I did want to bring out that fact that you've
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1 got a county road just south of his property that
 2 adjoins mine that's fully in place.
 3 I've also talked to the owner on the east side
 4 of me who might not be here today, Mr. Creighton,
 5 and he agrees that there would be nothing wrong with
 6 changing the zoning to two. So I just wanted to
 7 give you that for my opinion. Let me see if there's
 8 anything else here. But that's the only point I
 9 wanted to make, nobody mentioned the county road
 09:11 10 that's just south of the property.
 11 MR. FORTE: I believe it's a private road.
 12 MR. MAINES: No, it's not.
 13 MS. DAVIS: Where is it on here?
 14 MR. KERR: Mr. Chairman, if I may?
 15 MR. BRISKE: Yes, sir.
 16 MR. KERR: The existence of the road may have
 17 come about for any number of reasons. It could be
 18 that this property had been subdivided out of his
 19 parent parcel to a point that it had to have -- that
 09:11 20 there may have been some landlocked property there.
 21 There may be a lot of reasons. Although what the
 22 County required on that, we don't have all the facts
 23 on that particular issue, so the fact that there is
 24 a road there is simply that, there is a road there
 25 but we don't know what the requirements were or why
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1 the road was put into place.
 2 MR. BRISKE: Does the subject property border
 3 that road, the road in question?
 4 MR. MAINES: Yes.
 5 MR. KERR: I'm looking at the aerial. It does
 6 appear to border that. Mr. Howard stated it is a
 7 public road and it appears that our information says
 8 it's a private road. And regardless of that, we can
 9 recognize that it is, that there is a road there.
 09:12 10 And according to the description here, the legal
 11 description, it calls it out as a private drive, 66
 12 foot wide private drive, a distance of 672 feet. So
 13 it appears at least on the deed that it's being
 14 called out as a private road but I don't know what
 15 bearing that might have on this petition.
 16 MR. MAINES: That's all I have. I'm in favor
 17 of the change.
 18 MR. BRISKE: Mr. Black, did you have any
 19 questions for this witness? He's indicated no, that
 09:13 20 he doesn't have any questions. Thank you, sir.
 21 Is there anyone else that wishes to speak from
 22 the public on this matter? All right, hearing none,
 23 I'll hereby close the public comment section of the
 24 meeting.
 25 Board members, at this time do you have any
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1 questions of the applicant, staff or members of the
 2 public?
 3 MR. BARRY: Is all the other input closed or is
 4 there more discussion?
 5 MR. BRISKE: We're going to go back and give
 6 both the staff and the applicant a chance for their
 7 closing arguments.
 8 MR. GOODLOE: Mr. Chairman, I have a question.
 9 When was this road put into place, the road we just
 09:13 10 discussed, what year?
 11 MR. BLACK: He's probably got the exact date.
 12 MR. BRISKE: Sir, please come forward to the
 13 microphone because we're recording this on the
 14 public record.
 15 MR. MAINES: I think it was about four or
 16 five years. I can't remember how long ago it was.
 17 He's probably got it right there.
 18 THE COURT: Just for the record that's
 19 Mr. Maines speaking. Staff, do we have that?
 09:14 20 MR. MAINES: I was told it was a public road.
 21 MR. KERR: Everything that we have indicates
 22 it's a private road but we've not verified that
 23 against county inventory.
 24 MR. TATE: Does this just mean it's not county
 25 maintained? You know what I'm saying, the
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1 difference between county maintained and neighbors
 2 have access to it and that type of thing.
 3 MR. KERR: Without having all of the
 4 documentation, we really would not be able to
 5 determine that. What we have is a legal description
 6 that identifies it as a private drive. Beyond that
 7 we've not done any research to determine whether it
 8 was a private or a public road. We don't know
 9 whether there's a maintenance agreement on it and
 09:14 10 don't know whether the County has done any
 11 maintenance on the road.
 12 MR. BRISKE: However, we should point out that
 13 the parcel also has access to Highway 99, direct
 14 access. So the question of access is eliminated
 15 because it has access from Highway 99 regardless if
 16 this is a private drive or not, so.
 17 Thank you, Mr. Maines.
 18 Staff, anything further at this point?
 19 MR. FORTE: Nothing.
 09:15 20 MR. BRISKE: Mr. Black, do you wish to add
 21 anything else to the case?
 22 MR. BLACK: No.
 23 MR. BRISKE: At this time I'll open it up for
 24 Board discussion and motion if anyone is prepared to
 25 make one.
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1 MR. BARRY: I don't know if you want to take
 2 kind of the temperature from one end to the other.
 3 I think Mr. Black presented substantial competent
 4 evidence. In my opinion, you know, it's still
 5 staying as a very -- it's only going up one level in
 6 density. Still one per five acres is not raping and
 7 pillaging the community, I don't believe.
 8 MR. TATE: Mr. Chairman, I feel like I've been
 9 discouraged, but I don't have a problem with the
 09:16 10 VAG-2. I have more of a problem with being
 11 discouraged, you know, that the reading of the
 12 technical terms here discourage this type as opposed
 13 to we can or cannot.
 14 I did have a question for staff about the
 15 500-foot radius. I know we say that in a rural area
 16 that that's not as typical. What is the radius that
 17 would be used would you typically say?
 18 MR. KERR: Well, 500 feet is what we have in
 19 the ordinance, although we do take a look out at
 09:16 20 that one and two mile radius. What you're reviewing
 21 is the impacts within 500 feet. There's no policy.
 22 There's an informal policy that says to look at it
 23 at the one and two mile radius, but there's nothing
 24 in the ordinance that requires that, other than what
 25 we have for the 500 feet.
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1 MR. TATE: Thank you.
 2 MR. BRISKE: Ms. Stephanie Oram from the Navy,
 3 do you have anything to add to this case? Ms. Oram
 4 is not a voting member, however, she is our Navy
 5 representative for the case.
 6 MS. ORAM: No, sir, I don't. This,
 7 fortunately, does not impact the Airfield Influence
 8 Planning Districts, so I'll go with the Board.
 9 MR. BRISKE: Mr. Goodloe, anything you would
 10 like to add?
 11 MR. GOODLOE: No, sir.
 12 MR. BRISKE: Ms. Davis, anything you would like
 13 to add?
 14 MS. DAVIS: No, I have no problem with moving
 15 it to a different zoning.
 16 MR. BRISKE: Mr. Wingate?
 17 MR. WINGATE: Yes. I could go along with the
 18 staff's findings. It looks like there should be a
 19 possibility of a person being able to live in the
 20 country in agricultural and, you know, like they do
 21 in other places, but, you know, the rules are the
 22 rules.
 23 MR. BRISKE: Thank you, sir.
 24 Ms. Sindel?
 25 MS. SINDEL: Nothing to add.

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1 MR. WEST: Mr. Chair?
 2 MR. BRISKE: Yes.
 3 MR. WEST: I just wanted to remind the Board
 4 that if you make a motion to approve the request
 5 that you will need to submit alternate findings on
 6 Criterion (1), (3) and (6), so there's three
 7 different criterion you need to have different
 8 factual findings on.
 9 MR. TATE: Mr. Chairman, can I just say this?
 10 With developing this, just my thoughts on Criterion
 11 (1) which is where staff has found it's not
 12 consistent with the Comprehensive Plan, but
 13 Criterion (2), where it is consistent with the code,
 14 I don't know that we should be in a position where
 15 we have a not consistent with the comp plan but
 16 consistent with the code because of discouragement.
 17 MR. BRISKE: Well, we've had issue with
 18 particular words in there in the past and
 19 discouragement or encourage and things like that are
 20 always challenging because to be quite honestly that
 21 really doesn't mean anything. It's either you can
 22 do it or you can't do it, because it just doesn't
 23 make sense to have that word in there.
 24 MR. KERR: Mr. Chairman, if I may, the other
 25 issue, too, is the issue of urban sprawl. One of

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1 the reasons that the zoning to higher densities in
 2 agricultural is discouraged is because of the fact
 3 that once the smaller acre tracts are permitted,
 4 rezoned to that, then it does require that the
 5 provisional services be expanded and instead of
 6 possibly serving either no residences down an
 7 agricultural tract, then there is a possibility of
 8 having a number of residents there that would demand
 9 that certain services be provided.
 10 In addition to that, there is also the
 11 Comprehensive Plan policy about converting farmland
 12 to -- there is a concern about converting farmland
 13 to a residential use or uses that are not
 14 agricultural or silviculture. So it's not purely
 15 the discourage issue. There are other issues that
 16 are related to that, as well.
 17 MR. TATE: I don't consider a 25-acre lot a
 18 large farm and I feel that you may have five people
 19 and three of those might just decide they want to
 20 live on five acres and two of them might want to
 21 have their own little family farm that could be more
 22 productive than we have this 25-acre lot being used
 23 for currently. I don't see that there's a lower use
 24 of the property. If this was a thousand acre tract,
 25 that type of thing, my perspective would be a lot

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1 different on it. But, you know, somebody else
 2 hasn't gobbled this up and hasn't enlarged their own
 3 tract. It's basically just a lot that's sitting
 4 there. I'm not sure if it's used currently or not,
 5 if somebody is farming it. But, you know, to say it
 6 still can't be used -- and the issue of services, if
 7 there's already homes in the area, would we have to
 8 grant that there's services available. I'm not
 9 saying that there's concurrency, but just that there
 10 is service to some extent available in the area.
 11 MR. KERR: Certainly we can assume that there
 12 is probably provisional water and power and possibly
 13 gas. But even beyond that, I mean there is the fire
 14 protection, there's police protection that's
 15 required, all of those things that go along with the
 16 addition of residences or businesses or whatever
 17 these folks may decide to use the property for, so.
 18 And again, that's the argument on urban sprawl.
 19 It's not necessarily that it's a five acre -- a five
 20 acre lot is a large lot here and in most places it
 21 is, but it is the consideration that 25 acres could
 22 be five residences that would need to have some type
 23 of services, so.
 24 And based on the way the land is laid out, it
 25 appears to me there would have to be some kind of a

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1 road in there possibly. If there were a road then,
 2 obviously, at some point in the future there would
 3 have to be some type of county maintenance on that
 4 road, as well. Again, that's one of the
 5 considerations in urban sprawl is the cost of
 6 providing service or maintenance in the future.
 7 So again, those are all considerations that
 8 this Board would have in deciding whether or not to
 9 recommend the zoning.
 09:23 10 MR. BARRY: Mr. Chairman, I don't know that
 11 VAG-2 is urban sprawl, in my opinion. I'm ready to
 12 craft a motion with perhaps the help of Mr. West.
 13 MR. BRISKE: If you would hold for just one
 14 second Mr. Barry.
 15 Lloyd, I would ask it does appear that the
 16 Board is leaning towards moving forward with this.
 17 I would ask that you just briefly get on the record
 18 so that Mr. Black understands as far as if he's
 19 going to intend to divide this into smaller parcels
 09:24 20 what may be necessary. Obviously, we're not
 21 considering the end use here, but just for
 22 informational purposes for him.
 23 MR. KERR: Generally speaking, I don't know
 24 whether this is a -- this particular parcel is a lot
 25 of record. However, if you do subdivide the
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1 property, there would be a platting process that
 2 they would have to go through to get a plat
 3 approved. If they were to divide the property, the
 4 need for a roadway, whether a public or private
 5 roadway, then there would be the consideration of
 6 that, as well. Plus, if there are stormwater issues
 7 that may be on the property, there's hydric soils
 8 there, there are also it may be -- I'm just going
 9 off some of the comments. It could be that there
 09:25 10 may even be some type of wetlands issues that are at
 11 least near or possibly on the property. So there's
 12 a number of considerations there. But it
 13 definitely, if it were subdivided, it would appear
 14 that he would have to go through DRC, Development
 15 Review Committee review to make sure all the
 16 questions are answered as far as access, appropriate
 17 lot size, roadway drainage, all those things.
 18 MR. BRISKE: Okay, thank you.
 19 Any other questions from the Board?
 09:25 20 MS. DAVIS: Yes, just one more. Mr. Kerr, the
 21 allowances is already for one house on this lot; is
 22 that right, on this piece of property.
 23 MR. KERR: That's correct.
 24 MS. DAVIS: So we're really basically talking
 25 about four new families that would be allowed, not
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1 five.
 2 MR. KERR: Possibly. There are some other, I
 3 believe, agricultural related commercial activities
 4 that they could do on the property, as well.
 5 MS. DAVIS: Thank you.
 6 MR. BRISKE: That would require that it would
 7 have to go through the DRC process in order to do
 8 that.
 9 MR. KERR: That's correct.
 09:26 10 MR. BRISKE: Mr. Barry?
 11 (Motion by Mr. Barry.)
 12 MR. BARRY: I move to recommend approval of the
 13 rezoning application to the BCC and adopt the
 14 staff's Findings-of-Fact for Criterion (2), (4) and
 15 (5).
 16 In Criterion (1),(3) and (6) reject the
 17 Findings-of-Fact. I move that evidence has
 18 presented that it is consistent with the Comp Plan,
 19 that it is compatible with the surrounding uses and
 09:26 20 that it would result in logical and orderly
 21 development.
 22 MR. TATE: Second.
 23 MR. BRISKE: A motion and a second.
 24 Discussion?
 25 Mr. West, for legality, do you think that meets
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1 the criteria? Mr. Steve West, our Board attorney.
 2 MR. WEST: I would always recommend that you
 3 include as much factual specifics to support the
 4 conclusions with respect to (1), (3) and (6). So if
 5 I were to phrase the motion, I would say with
 6 respect to Criterion (1), it is consistent with the
 7 Comp Plan because and then you would have to go into
 8 some factual finding, the same thing for Criterion
 9 (3) and also (6).
 09:27 10 MR. TATE: Mr. Barry, can I?
 11 MR. BARRY: Sure, we're in discussion.
 12 MR. TATE: On Criterion (1) where we all
 13 disagree with the staff's Findings-of-Fact, I might
 14 word it something to the effect that the
 15 Comprehensive Plan is the broad perspective, the
 16 code is the specific, and if we're finding that the
 17 code and the staff is finding that the code is
 18 consistent, we have to follow that the Comp Plan
 19 thereby -- the code, number two, cannot be
 09:28 20 consistent if the Comp Plan is not consistent.
 21 MS. DAVIS: If I may suggest one other thing,
 22 how about using the one to two mile radius also?
 23 MR. BARRY: I would think that I referenced
 24 when I alluded to the evidence that's been presented
 25 by the applicant that relates to not just Future
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1 Land Use, but also the larger radius for the rural
 2 area. You know, in one instance we're using a rule
 3 of thumb, which the verbiage discouraged is simply a
 4 rule of thumb to find it not in compliance with the
 5 Comp Plan, but the other rule of thumb that is not
 6 necessarily a policy but has been a practice of
 7 using the larger radius of not including it where it
 8 benefits the applicant in that way. I kind of think
 9 all that is covered in the evidence when I say due
 09:29 10 to the evidence provided by the applicant.
 11 MR. BRISKE: So you don't wish to amend your
 12 motion?
 13 MR. BARRY: No.
 14 MR. BRISKE: The motion stands. We do have a
 15 second. I'm going to call the question if there's
 16 no other discussion. All those in favor, please say
 17 aye.
 18 (Board members vote.)
 19 MR. BRISKE: Opposed?
 09:29 20 (None.)
 21 MR. BRISKE: It passes unanimously.
 22 (The motion passed unanimously.)
 23 MR. BRISKE: Sir, it's been granted. And like
 24 I said, if you wish to go forward with the property
 25 you will need to get with County staff to go through
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1 so they can explain to you what may be needed in the
 2 development review process. Before you begin
 3 marketing those as available lots, you'll have to go
 4 through some other steps.
 5 MR. FORTE: He still has to go before the BCC
 6 next month.
 7 MR. BRISKE: Yes, I'm sorry. That's correct.
 8 Before the BCC and if that's approved subsequently,
 9 then you will have to go through that process.
 09:29 10 MR. FORTE: March 3rd is the BCC date.
 11 MR. BRISKE: March 3rd.
 12 MR. BLACK: Can I say one more thing?
 13 MR. BRISKE: Yes, sir.
 14 MR. BLACK: I just believe, guys, that if -- we
 15 are part of the county, everybody is a part of the
 16 county. And all this talk of ex parte'
 17 communication, I understand why you have to have it.
 18 Okay? But there ought to be one person that y'all
 19 set aside that could help us with any question that
 09:30 20 we have when it comes down to these findings. You
 21 know, I feel like that I had to do a lot of this and
 22 stated that that's the way that y'all had it set
 23 forth. I guess that's the rulings. But I just
 24 don't understand why we can't have somebody -- I
 25 mean, I had the planner, I had Lynette and she could
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1 answer certain questions but she couldn't get too in
 2 depth with it. And that's what I'm saying. There
 3 ought to be somebody that can help us out when it
 4 comes to matters like this.
 5 MR. BRISKE: In many cases people hire agents
 6 or attorneys to do it for them because the staff
 7 does have to remain independent because they have a
 8 position on it and that's their side of it. You
 9 know, it's almost like in a court where they're the
 09:31 10 plaintiff and you're the defendant or vice versus,
 11 however you want to look at it. So I don't think
 12 they can legally really give you the advice that you
 13 may look for because it would kind of taint their
 14 side of the story so to speak.
 15 MR. KERR: That's correct, Mr. Chairman.
 16 Because of the fact that we review each case and
 17 present the Board with findings, it's inappropriate
 18 for us to act as your champion, if you will. We can
 19 answer general questions about what the use is and
 09:31 20 we can give you general advice of whether or not --
 21 what the difficulties might be, but really arguing
 22 whether or not this is an appropriate amendment or
 23 not is really the burden on the property owner. And
 24 as Mr. Briske said, some people use an agent, some
 25 people do just as you all did and present your
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1 argument on your own, but staff has to remain
 2 fairly -- has to really remain neutral in this so
 3 that we can give the Board our findings and then
 4 ultimately the Board of County Commissioners without
 5 tainting the whole process. And again, it would be
 6 inappropriate for us to advise you or to present
 7 arguments for you to use and then review those
 8 arguments against the code.
 9 MR. BLACK: I'm not necessarily saying staff,
 09:32 10 I'm just saying somebody with the County ought to be
 11 able to help us, not necessarily fight our case for
 12 us, but any questions that we have. I mean, you
 13 have to pay an extra amount. Fifteen hundred is a
 14 pretty good amount to have to pay for this and you
 15 shouldn't have to pay anymore to have somebody else
 16 to come and help you with these matters. That's all
 17 I have. Thank you.
 18 MR. BRISKE: Yes, sir. Duly noted. Thank you.
 19 At this point that's our only rezoning --
 09:33 20 Yes, sir, come forward, Mr. Maines.
 21 MR. MAINES: Just one final statement in
 22 conjunction with Mr. Black there, I would just like
 23 the Board to know it took me over two years to buy
 24 my 20 acres and that's really a long time to buy
 25 20 acres of land. Now, that was four or five years
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1 ago. There's something wrong. I agree with
 2 Mr. Black, there ought to be someplace where you can
 3 kind of get, not a fast track, but at least some
 4 track where you can get the job done because time is
 5 money and I'm sure that's what he's interested in,
 6 too. Thank you.
 7 MR. BRISKE: Yes, sir. I would feel
 8 comfortable in saying many of the Board members that
 9 are up here agree to serve on this board because of
 09:33 10 very similar reasons. We wanted to try to help
 11 improve the process. I know Lloyd and his staff are
 12 constantly looking at ways to try to improve things.
 13 The only thing we could do is I would recommend
 14 talking to your County Commissioners when you have
 15 areas of concern because really they're the ones
 16 that run the County and they can make the big
 17 changes for us, but we do appreciate the comments.
 18 At this time, we'll close the quasi-judicial
 19 hearing. We're going to take probably about a
 09:34 20 five-minute break to allow our court reporter to
 21 finish up and be on her way. Thank you everyone and
 22 we're going to take a five-minute break and come
 23 back at about 9:34 it looks like.
 24 (The quasi-judicial proceedings concluded at
 25 9:30 a.m.)

TAYLOR REPORTING SERVICES, INCORPORATED

1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, LINDA V. CROWE, Court Reporter and Notary
 7 Public at Large in and for the State of Florida, hereby
 8 certify that the foregoing Pages 2 through 45 both
 9 inclusive, comprise a full, true, and correct transcript of
 10 the proceeding; that said proceeding was taken by me
 11 stenographically, and transcribed by me as it now appears;
 12 that I am not a relative or employee or attorney or counsel
 13 of the parties, or relative or employee of such attorney or
 14 counsel, nor am I interested in this proceeding or its
 15 outcome.
 16 IN WITNESS WHEREOF, I have hereunto set my hand
 17 and affixed my official seal on February 17, 2011.
 18
 19
 20 LINDA V. CROWE, COURT REPORTER
 Notary Public - State of Florida
 My Commission No.: DD 848081
 21 My Commission Expires: 02-05-2013
 22
 23
 24
 25

TAYLOR REPORTING SERVICES, INCORPORATED



DEVELOPMENT SERVICES BUREAU FINDINGS-OF-FACT

**REZONING CASE: Z-2011-02
February 7, 2011**

I. SUBMISSION DATA:

BY: Michael E. and Kristi Y. Black,
Owners

PROPERTY REFERENCE NO.: 05-3N-32-1310-000-000

PROJECT ADDRESS: 5890 Hwy 99

FUTURE LAND USE: AG, Agriculture

COMMISSIONER DISTRICT: 5

BCC MEETING DATE: March 3, 2011

II. REQUESTED ACTION:

REZONE

FROM: VAG-1, Villages Agriculture Districts
(5 du/100 acres on one acre parcels)

TO: VAG-2, Villages Agriculture Districts
(1 du/ 5 acres)

III. RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder,
627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) 7.A.4.7.a. The Agriculture category states that “Uses within this category include routine agricultural and silvicultural activities, residential uses as herein described and commercial activities limited to those commercial endeavors ancillary to agricultural or silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and the like. Also, recreational uses, public utilities and facilities, facilities of religious organizations, educational facilities, medical facilities and other similar uses designed to provide for the needs of the rural, agrarian community are allowed.” “Rezoning and future land use map amendments to categories allowing higher densities will be discouraged consistent with Policy 7.A.4.3.”

CPP 7.A.4.3 Urban Sprawl To promote compact development and discourage urban sprawl, residential rezonings and future land use map amendments to categories allowing higher densities will be discouraged within the Agricultural Future Land Use Category.

CPP 7.A.4.8. Rural Densities Table 7-1 establishes density of residential uses in the agriculture, rural and activity areas (nodes) of the county. Residential densities, lot sizes, clustering and size of proposed new subdivisions shall be governed by the table based upon the location of a proposed development site and its relationship to an activity node.

FINDINGS

The proposed amendment is **not consistent** with the Comprehensive Plan. The Villages Agriculture-2 (VAG-2) zoning district is compatible with the intent and purpose of the Future Land Use category Agriculture; however, rezoning from Villages Agriculture-1 (VAG-1) to VAG-2 is not consistent with **CPPs 7.A.4.3 and 7.A.4.7.a.** which state that rezoning to categories allowing higher densities will be discouraged.

CRITERION (2)

Consistent with this Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Land Development Code (LDC) 6.05.22 VAG Villages Agriculture Districts. The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Residential density bonuses are available for clustering residential lots outside areas of prime farmland. When residential lots are created, small lot sizes are encouraged in order to protect viable farm production activities and curb premature conversion of prime farmland acreage to nonagriculture uses.

LDC 6.05.22.A.1. Intent and purpose of VAG 1 district. This district is characterized by land resources necessary or used to support large farming operations. The objective of this district is to keep large parcels of land from being broken into smaller tracts of multiple

ownership making it difficult to assemble enough acreage for efficient agricultural operations.

LDC 6.05.22.A.2. Intent and purpose of VAG 2 district. This district is characterized by the following types of agricultural lands:

- (a) Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or
- (b) Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or
- (c) Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewered.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Code. The proposed amendment to VAG-2 meets the intent of **LDC 6.05.22** in that the proposed property is an agriculturally-assessed parcel held for agricultural production. However, if the amendment is granted, the parcel would potentially allow for an increase in residential density resulting in the premature conversion of prime farmland acreage to nonagricultural uses.

When applicable, further review from the Development Review Committee (DRC) will be needed to ensure the buffering requirements and other performance standards have been met, should this amendment to VAG-2 be granted.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area.

Using aerial photographs, the County Property Appraiser's website and conducting a site visit, staff observed a total of 13 parcels including the subject parcel within the 500' radius impact area. All parcels are zoned VAG-1 and consist of six parcels used for timber or agriculture, three parcels used for agriculture with one single family dwelling on each, and four small vacant parcels that are too small for agriculture or residential use.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property(s).

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands **are not** indicated on the subject property; although, the Soil Survey of Escambia County, indicated hydric soils (grady loam, drained) **are** on the subject property. When applicable, further review during the Development Review Committee (DRC) process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

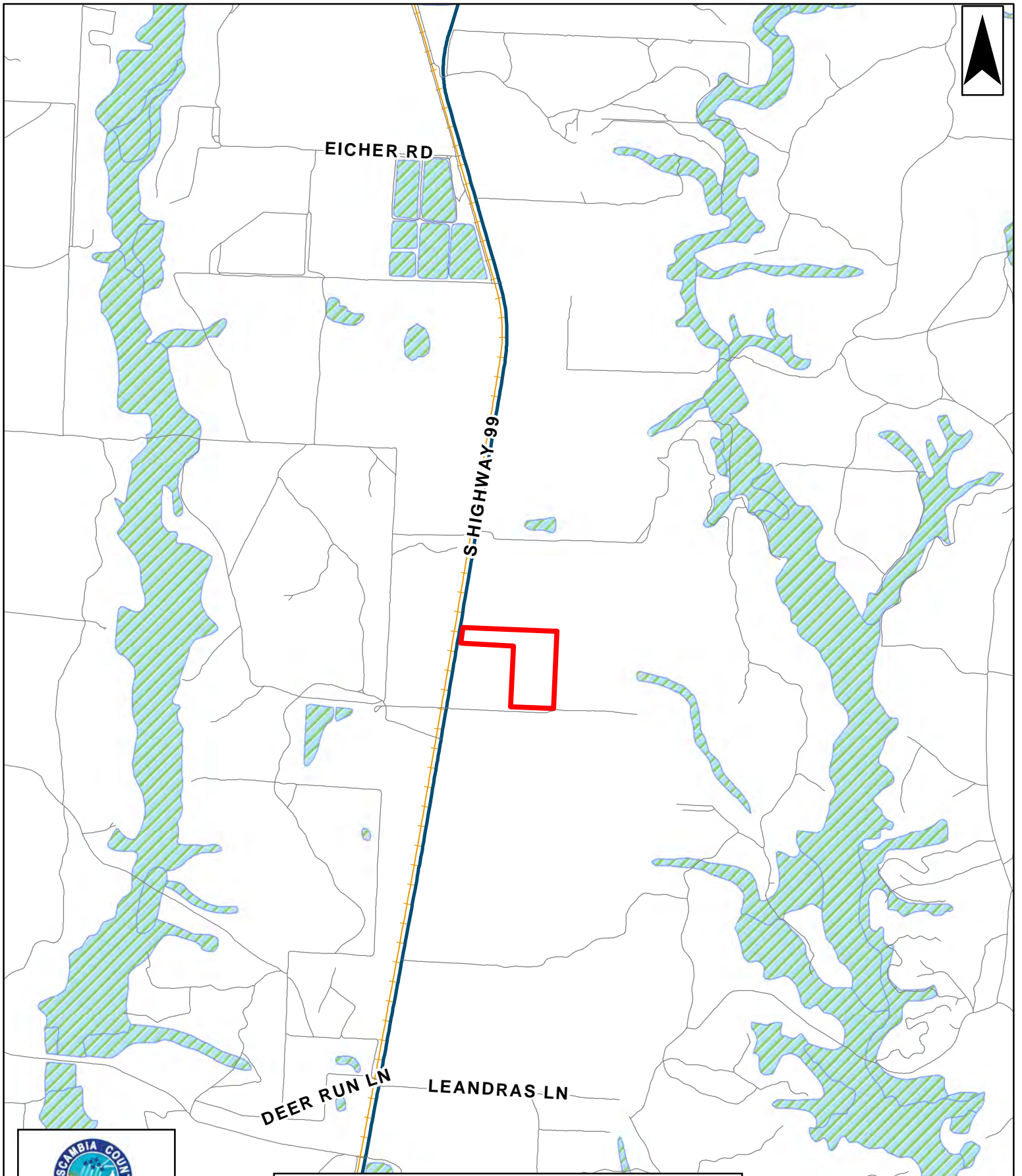
Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would not** result in a logical and orderly development pattern for the rural agricultural area of the County. The proposed amendment to VAG-2 is not compatible with the existing and proposed uses in the area. With the exception of the four small vacant parcels, the surrounding parcels consist of large parcels that are viable for agricultural operations. The proposed amendment could potentially result in the premature conversion of prime farmland acreage to nonagricultural uses.

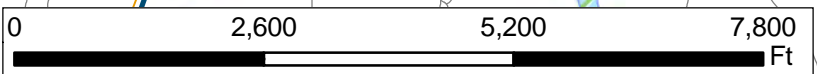
Note: The above technical comments and conclusion are based upon the information available to Staff prior to the public hearing; the public hearing testimony may reveal additional technical information.



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

Z-2011-02 LOCATION / WETLANDS



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- WETLANDS



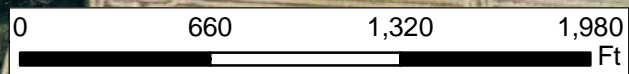
S HIGHWAY 99



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

Z-2011-02 AERIAL



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



AG: AGRICULTURE

Timber

Agriculture

Agr. with SFD

Vacant

Vacant

Agr. with SFD

Vacant

Agriculture

Agriculture

Agriculture

AG: AGRICULTURE

Vacant

Agr. with SFD

Agriculture

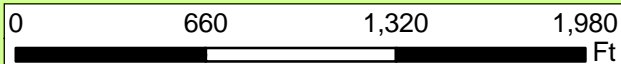
S-HIGHWAY-99



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

**Z-2011-02
FLU/ELU - 500' RADIUS**



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



VAG-1

VAG-1

VAG-1

VAG-1

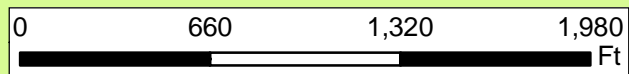
S-HIGHWAY-99



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

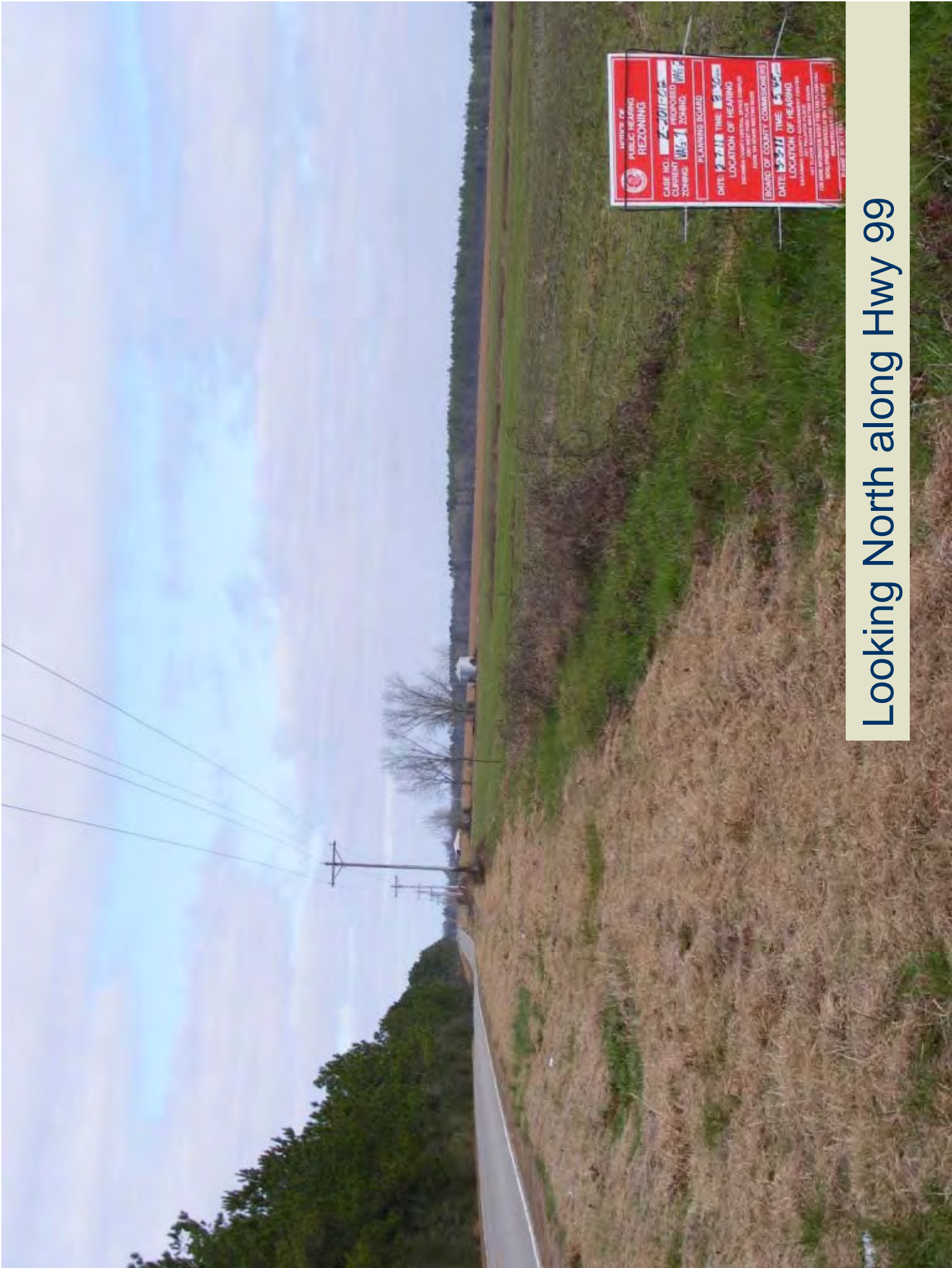
Z-2011-02 ZONING - 500' RADIUS



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS

Public Notice Sign





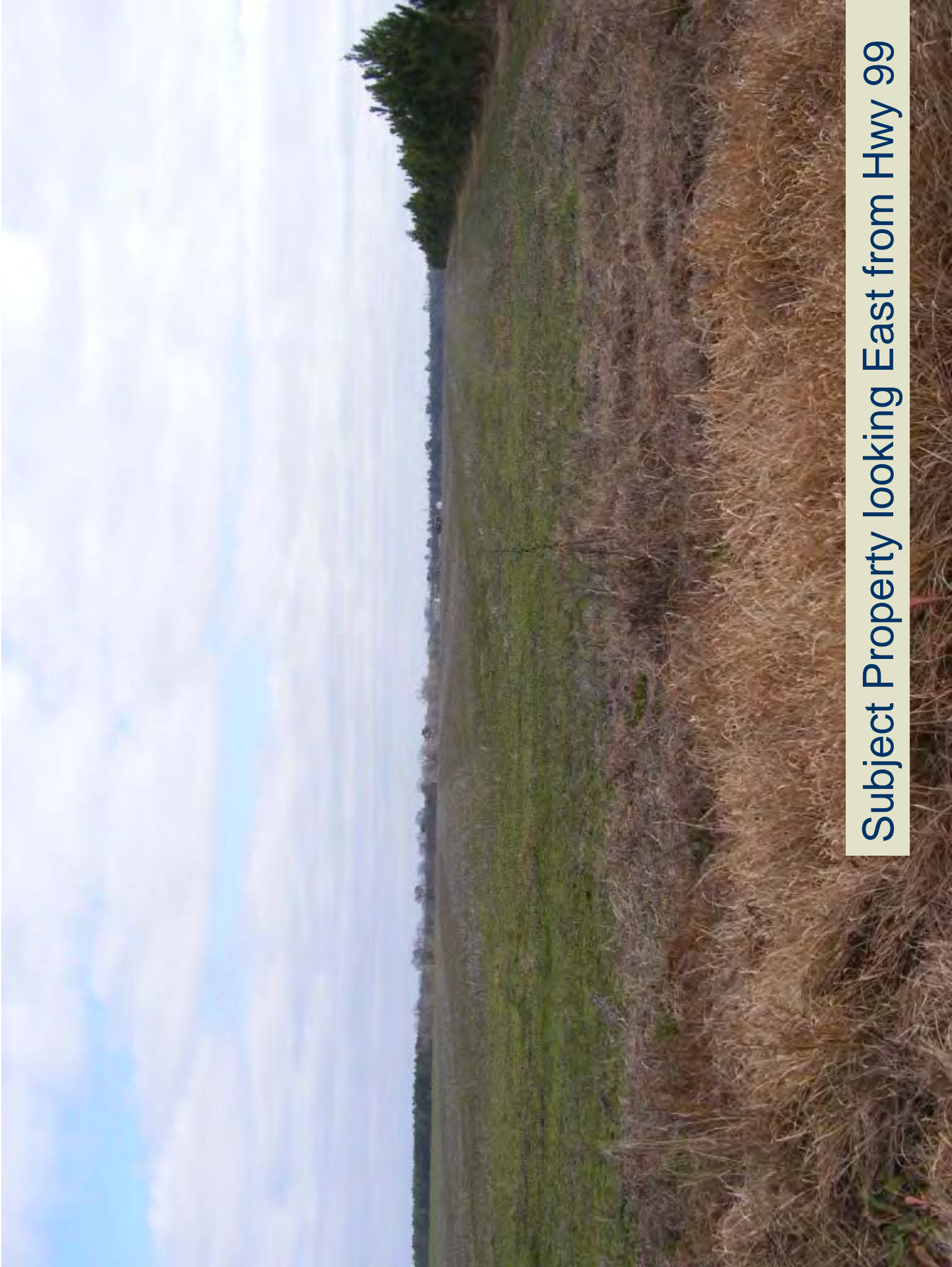
Looking North along Hwy 99



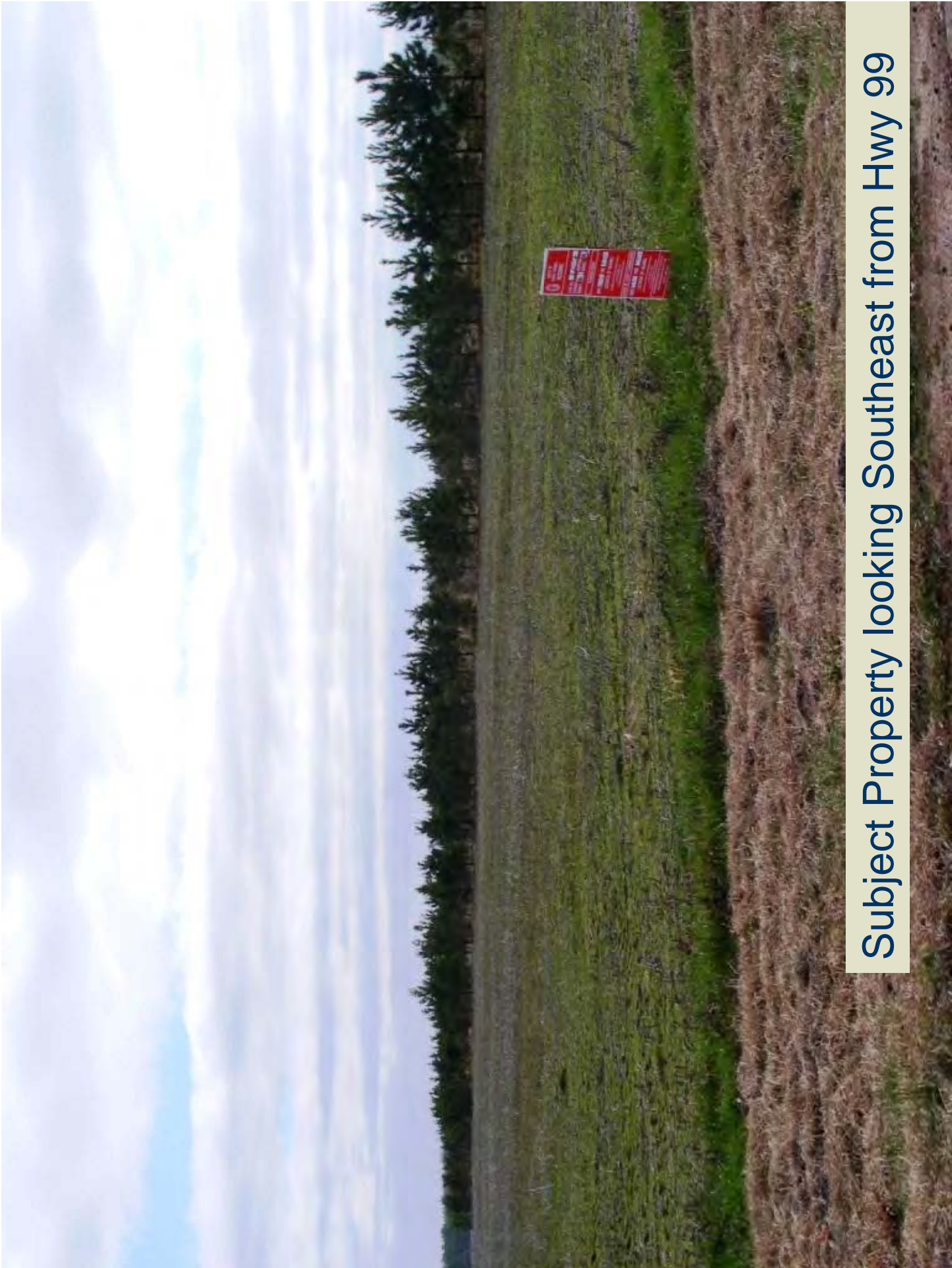
Looking South along Hwy 99



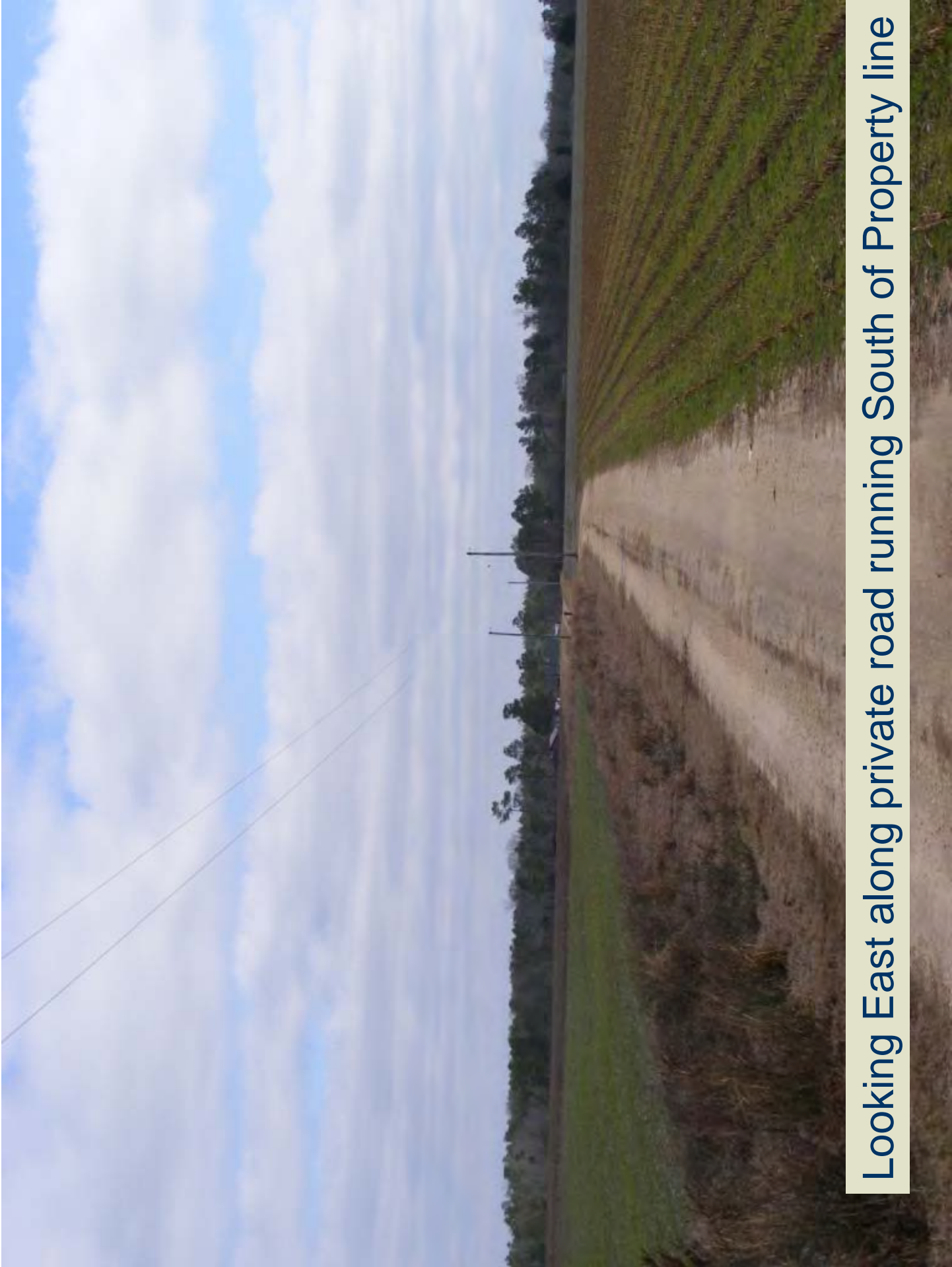
Looking West from Subject Property along Hwy 99



Subject Property looking East from Hwy 99



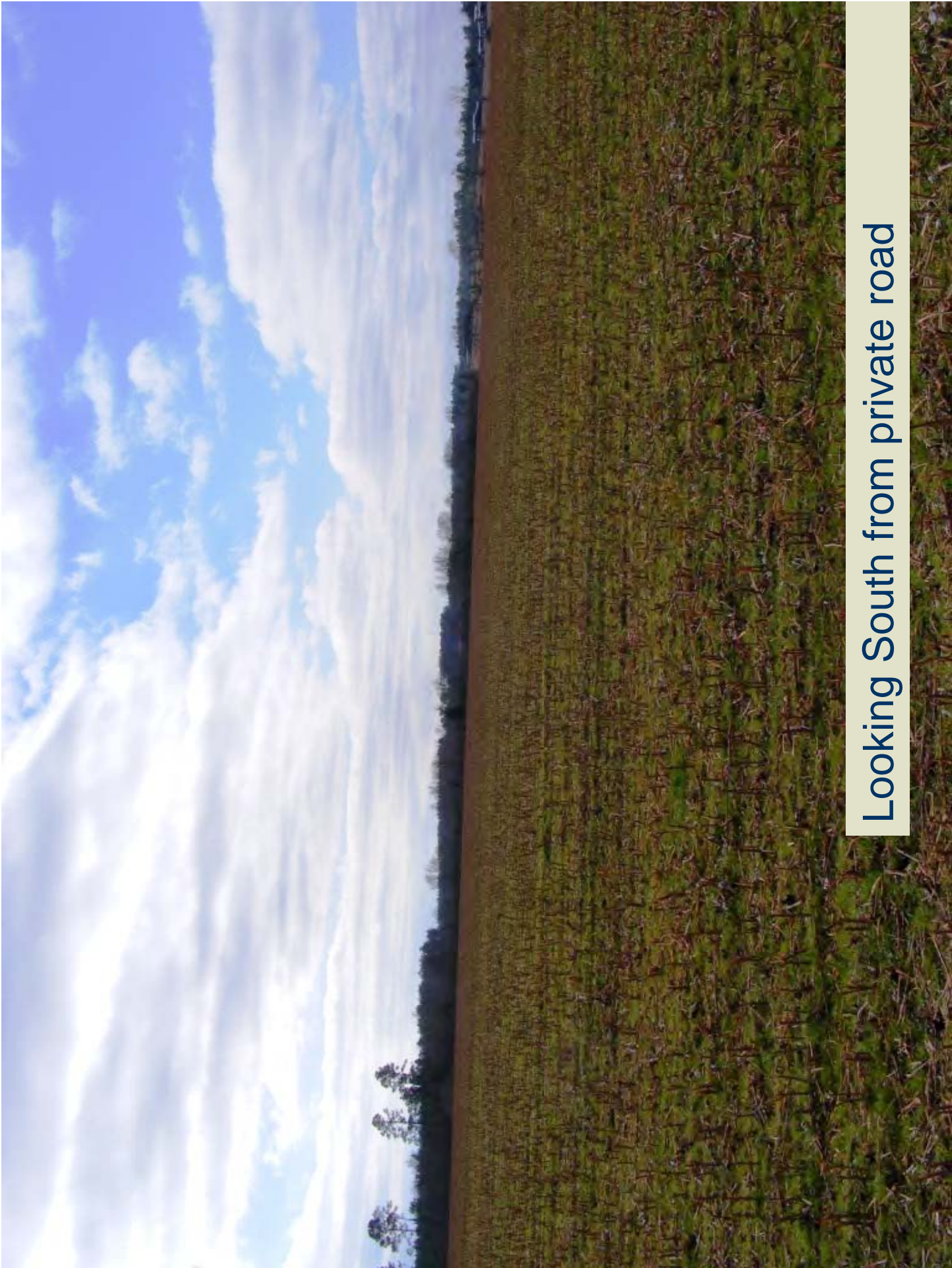
Subject Property looking Southeast from Hwy 99



Looking East along private road running South of Property line



Subject Property looking North from private road



Looking South from private road



Development Services Bureau
Escambia County, Florida

APPLICATION

Please check application type:

Rezoning Variance Development Order Extension
Proposed zoning: VAG-2 Conditional Use Administrative Appeal

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Michael E Black + Kristi Y. Black Phone: (850) 968-3515
Address: 748 Pinebrook Circle Email: KEBL4@Bellsouth.net

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 5890 S. HWY 99, Walnut Hill, 32568
Property Reference Number(s)/Legal Description: 05-3N-32-1310-000-000

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ads and/or postcards) for the request shall be provided by the Development Services Bureau.

Michael E. Black
Signature of Owner/Agent

Michael E. Black
Printed Name Owner/Agent

11-5-10
Date

Kristi Y. Black
Signature of Owner

Kristi Y. Black
Printed Name of Owner

11-5-10
Date

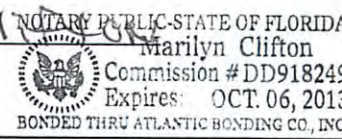
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 5th day of November 2010, by Michael and Kristi Black

Personally Known OR Produced Identification . Type of Identification Produced: _____

Marilyn Clifton
Signature of Notary
(notary seal must be affixed)

Marilyn Clifton
Printed Name of Notary



FOR OFFICE USE ONLY CASE NUMBER: 7-2011-02

Meeting Date(s): PB: 2/7/11 BCC: 3/3/11 Accepted/Verified by: Lynette Harris Date: 12/28/10

Fees Paid: \$ 1500- Receipt #: 523158 Permit #: PR2 10120015

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

Updated 09-18-10



FOR OFFICE USE:

CASE #: Z-2011-02

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name (if applicable): _____

Property Reference Number(s): 05-3N-32-1310-000-000

Project Address: 5890 S. HWY 99, Walnut Hill, 32568

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 5th DAY OF November, YEAR OF 2010.

Michael E. Black
Signature of Property Owner

Michael E. Black
Printed Name of Property Owner

11-5-10
Date

Kristi V. Black
Signature of Property Owner

Kristi V. Black
Printed Name of Property Owner

11-5-10
Date



**PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM**

05-3N-32-1310-000-000
Property Reference Number

Eric Michael Black
Name

Hwy 99
Address

Owner Agent

Referral Form Included? **Y / N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: Wetlands

PROPERTY INFORMATION

Current Zoning: VAG-1 Size of Property: 23.82 +/-
 Future Land Use: AG Commissioner District: 5
 Overlay/AIPD: none Subdivision: none
 Redevelopment Area: none

COMMENTS

Desired Zoning: VAG-2

Is Locational Criteria applicable? NO If so, is a compatibility analysis required? NO

recommend DRC pre-app for unplatted subdivision

? address for property?

12/7 → need proof of ownership & boundary survey & fees \$1500

next application d/L: 10/7 ^{→ 1/6} Planning Board: 11/8 ^{→ 2/7} BCC: 12/9 ^{→ 3/3}

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process
 - BOA
 - DRC
 - Other: _____
Process Name

Staff present: Lynette Harris Date: 9/21/10

Applicant/Agent Name & Signature: Eric Black

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

This instrument prepared by:
RICHARD N. SHERRILL, Esquire
Clark, Partington, Hart, Larry,
Bond, & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200

CPH&H File no. 06-1295

Parcel ID Number: 05-3N-32-1310-000-000

State of Florida
County of Escambia

WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

This Indenture, Made this 26th day of October, 2006, between JOSEPHINE JANTZ, an unremarried widow, whose address is 95 26th Avenue, Moundridge, Kansas, 67107, Grantor, and MICHAEL E. BLACK and KRISTI Y. BLACK, husband and wife, whose address is 748 Pinebrook Circle, Cantonment, Florida 32533, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF.

The above described property is vacant land and not the constitutional homestead of the Grantor who resides in Kansas.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

James S. Dove
James S Dove
[Type/print name of witness]

Carol L Bradford
Carol L Bradford
[Type/print name of witness]

Howard Jantz
JOSEPHINE JANTZ, BY HOWARD JANTZ
AS PLENARY GUARDIAN OF THE
PROPERTY AND ESTATE OF JOSEPHINE
JANTZ

STATE OF KANSAS
COUNTY OF McPherson

The foregoing instrument was acknowledged before me this 26 day of October, 2006, by HOWARD JANTZ, AS PLENARY GUARDIAN OF THE PROPERTY, AND ESTATE OF JOSEPHINE JANTZ, who (X) is personally known to me or who () has produced a drivers license as identification.

Ty Kaufman
Ty Kaufman
(Print/Type Name)
NOTARY PUBLIC

Commission Number: _____
My Commission Expires: _____

(NOTARIAL SEAL)

TY KAUFMAN
STATE NOTARY PUBLIC
Appt. Exp. Oct. 3, 2007
McPherson County, Kansas

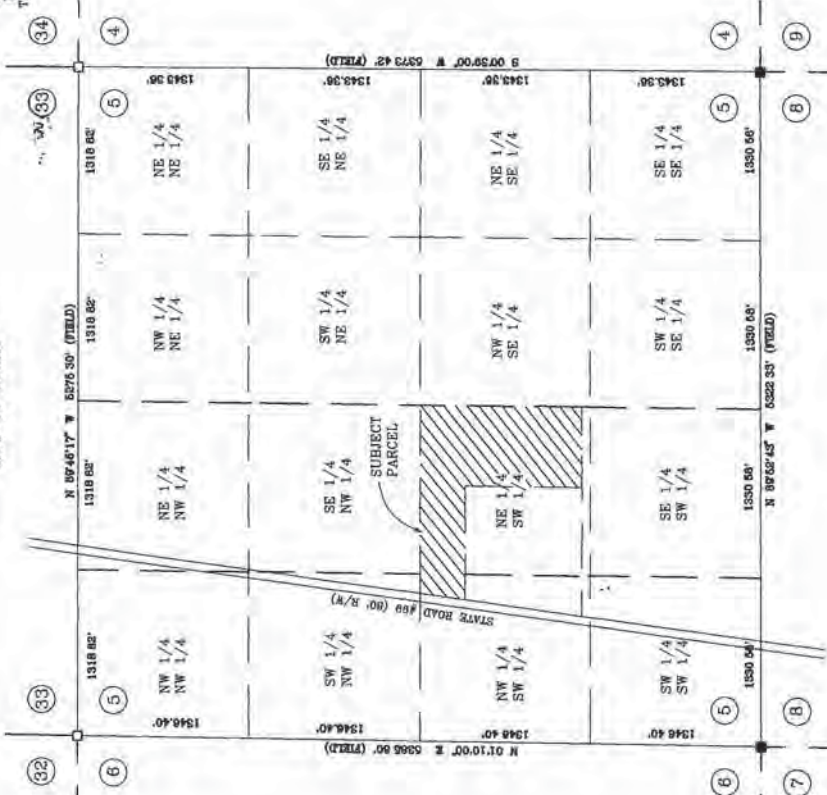
EXHIBIT "A"

DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 TOWNSHIP-3-NORTH, RANGE-32-WEST, ESCAMBIA COUNTY, FLORIDA. THENCE N 00°55'02" E ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 86.00 FEET, TO THE POINT OF BEGINNING THENCE GO N 89°50'56" W ALONG THE NORTH LINE OF A 66.00' WIDE PRIVATE DRIVE A DISTANCE OF 672.49 FEET. THENCE GO N 00°55'02" E A DISTANCE OF 926.20 FEET, THENCE GO N 89°49'03" W A DISTANCE OF 843.49 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 99 (80' R/W), THENCE GO N 08°13'29" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 320.15 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THENCE GO S 89°49'03" E ALONG SAID LINE AND ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1475.25 FEET, TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 THENCE GO S 00°55'02" W ALONG SAID LINE A DISTANCE OF 1278.86 FEET TO THE POINT OF BEGINNING CONTAINING 25.73 ACRES±

A BOUNDARY SURVEY

SECTIONAL BREAKDOWN
NOT TO SCALE



DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP-3-NORTH, RANGE-32-WEST, ESCAMBIA COUNTY, FLORIDA, THENCE N 00°55'02\"/>

GENERAL NOTES

- 1 SOUTHERN LAND CONCEPTS, INC. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR RECORDS THAT MIGHT AFFECT THIS SURVEY.
- 2 MEASUREMENTS THAT MIGHT EXIST (VISIBLE EVIDENCE OF EASEMENTS) WILL BE SHOWN HEREON.
- 3 PROPERTY IS SUBJECT TO ZONING ORDINANCES AND RESTRICTIONS OF RECORD.
- 4 THIS SURVEY IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.
- 5 NOTICE, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 6 THIS SURVEY IS BASED ON THE ASSUMED CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AS SHOWN ON AERIAL PHOTOGRAPH #49, EXISTING INFORMATION SOURCE, SURVEY BY THIS FIRM JOB #2411, AERIAL PHOTOGRAPH #49, EXISTING FIELD MONUMENTATION.
- 7 THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

LEGEND

- = SET CAPPED IRON ROD #2729
- = EXISTING CAPPED IRON ROD #7110
- = EXISTING CONCRETE MONUMENT #2729
- = EXISTING 4X4 CONCRETE MONUMENT
- ⊠ = EXISTING 6X8 R/W CONCRETE MONUMENT
- ⊞ = RIGHT-OF-WAY
- = CENTERLINE

CERTIFICATIONS

CHICAGO TITLE INSURANCE COMPANY
CLARK, PARTINGTON, HART, LARRY, BOND AND STACKHOUSE

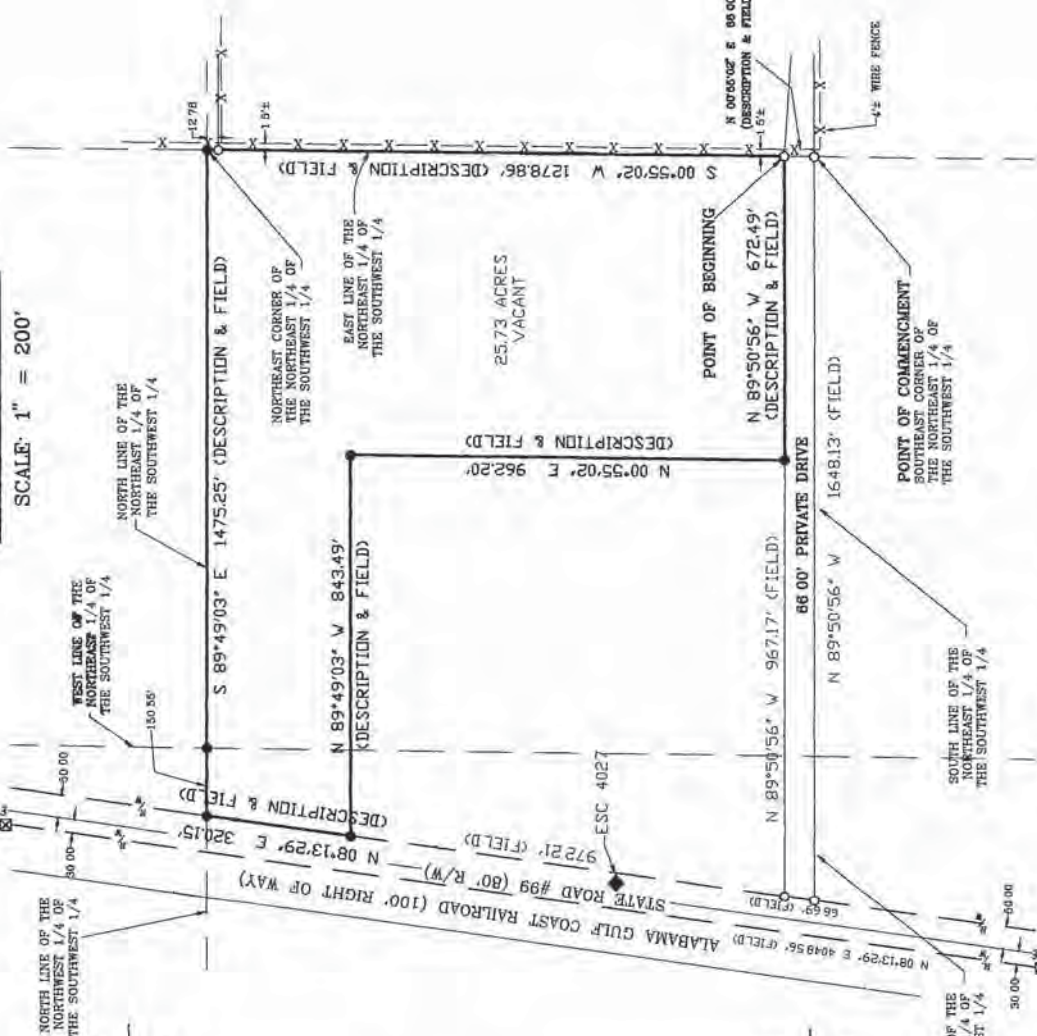
SURVEYOR CERTIFICATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY INSTRUMENTS OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYING. I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR REGISTERED SURVEYOR NUMBER 2729, STATE OF FLORIDA.

Michael E. Black
MICHAEL E. BLACK



SCALE: 1" = 200'



A BOUNDARY SURVEY OF A PORTION OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA
FOR: MR. ERIC BLACK

SOUTHERN LAND CONCEPTS, INC
ENGINEERING PLANNING SURVEYING
PENSACOLA, FLORIDA 32504
PHONE (905) 478-6783 FAX (905) 484-8976

REVISIONS
DATE 10/10/06
SCALE 1" = 200'
JOB NO 0609208

STC
SHEET NUMBER 1 OF 1



**Development Services Bureau
Building Inspections Division**

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **523158**

Date Issued. : 12/28/2010

Cashier ID : JBFRENCH

Application No. : PRZ101200015

Project Name : Z-2011-02

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	922	\$1,500.00	App ID : PRZ101200015
		\$1,500.00	Total Check

Received From : BLACK MICHAEL E & KRISTI Y

Total Receipt Amount : **\$1,500.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ101200015	617282	1,500.00	\$0.00	0 HWY 99 , MCDAVID, FL, 32568

Total Amount :	1,500.00	\$0.00	Balance Due on this/these Application(s) as of 1/24/2011
-----------------------	-----------------	---------------	--

BLACK MICHAEL E & KRISTI Y
748 PINEBROOK CIR
CANTONMENT FL 32533

LEWIS MARK E & KIM MICHELLE
5901 HWY 99 S
MCDAVID FL 32568

LEWIS MARK E &
7821 S HWY 99
WALNUT HILL FL 32568

WALNUT HILL FARMS INC
35 N WYNDEN DR
HOUSTON TX 77056

CREIGHTON CLYDE T JR
5900 S HWY 99
WALNUT HILL FL 32568

SEUZENEAU CRAIG T &
5818 S HWY 99
MCDAVID FL 32568-1555

LA FLORESTA PERDIDA INC
3411 SILVERSIDE RD STE 101
WELDIN BLDG CONCORD PLAZA
WILMINGTON DE 19810

WENGER ERVY D & VELMA G
5220 MORGAN RD
WALNUT HILL FL 32568

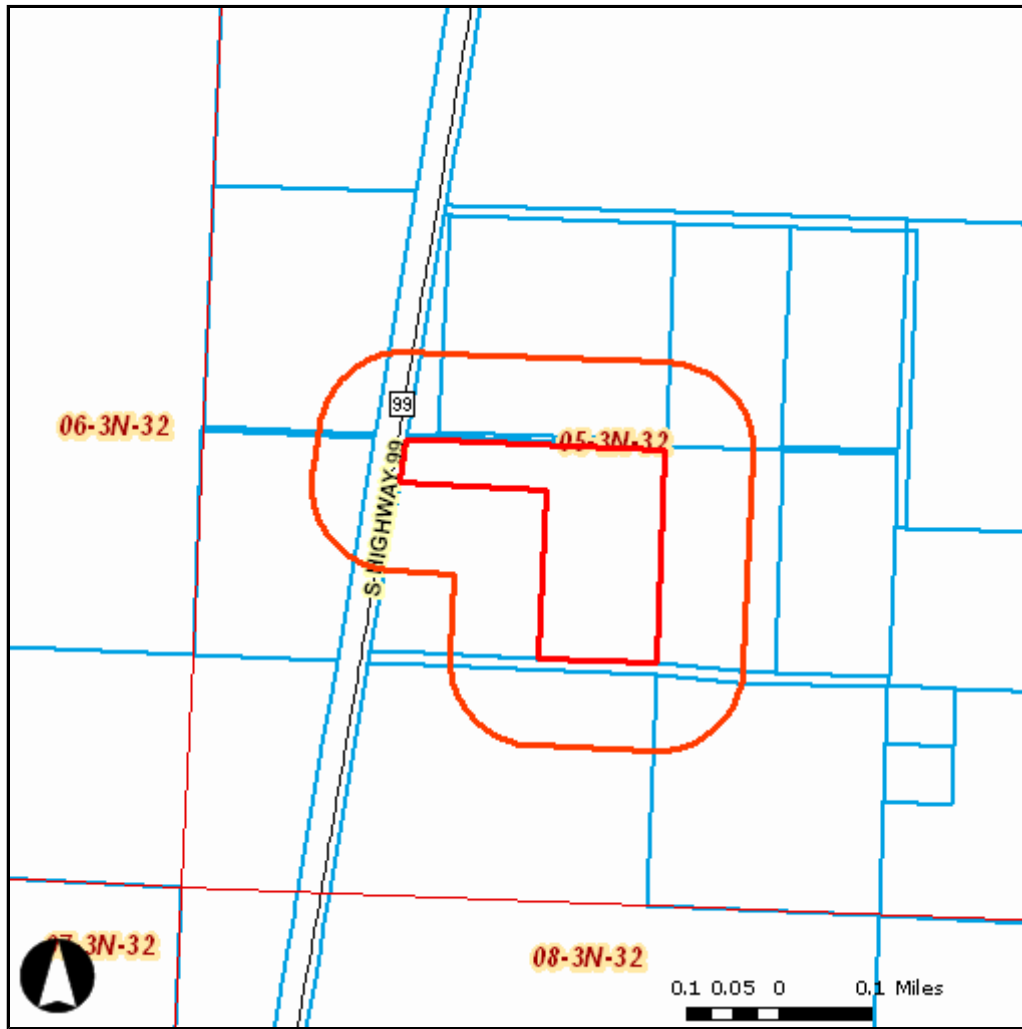
ARNOLD CHARLES E SR
975 JACKS BRANCH RD
CANTONMENT FL 32533

MAINES HOWARD D JR LIFE EST &
PO BOX 204
BAGDAD FL 32530

QUENAN PETER S & C SUSAN
6300 S HWY 99
MCDAVID FL 32568

*500-ft radius mailing list obtained from the Escambia County Property Appraiser website (www.escpa.org)
1/18/11 kss*

ECPA Map



Map Grid



Major Roads

- County Road
- InterState
- State Road
- US Highway

All Roads



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Case #: Z-2011-02 Public Hearing Agenda Item/Description:
 In Favor Against _____

*Name: Michael (Eric) Black

*Address: 748 Pinebrook Circle *City, State, Zip: Cent, FL 32533

Email Address: KEBL4@Bellsouth.net Phone: (850)968-3515

Please indicate if you:
 would like to be notified of any further action related to the public hearing item.
 do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Case #: Z-201102 Public Hearing Agenda Item/Description: _____

In Favor Against _____

*Name: HOWARD D. MAINES

*Address: 3356 Mills Bayou Dr. City, State, Zip: MILTON FL 32583

Email Address: NAPOLMBILL@gmail.com Phone: 850 206-2997

Please indicate if you:

- would like to be notified of any further action related to the public hearing item.
- do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard.
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3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
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6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

#3 Criterion

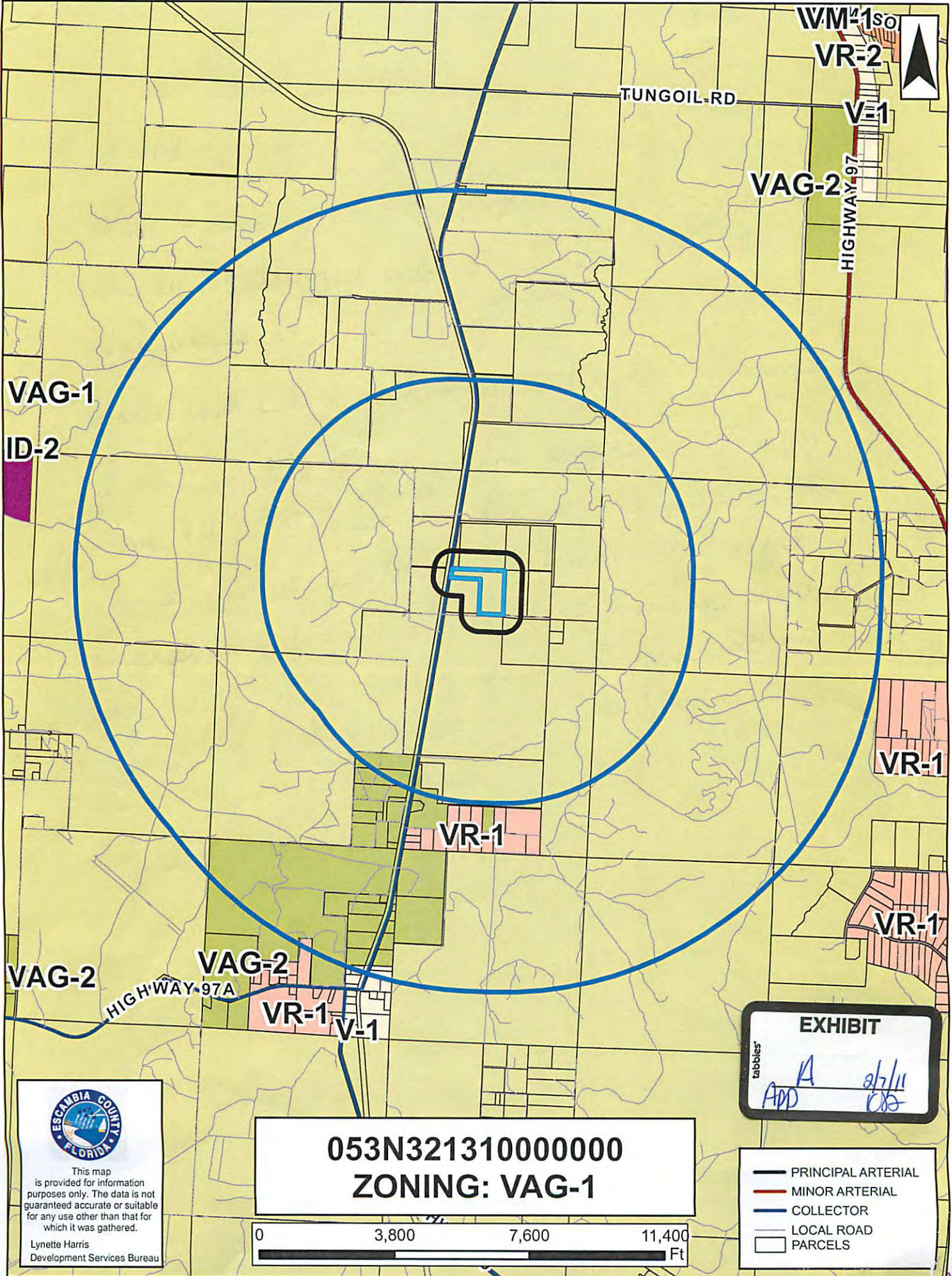

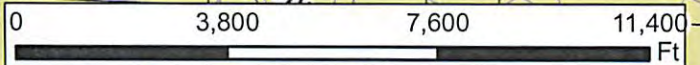


EXHIBIT
tabbles
A
ADD 2/7/11
CB


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Lynette Harris
Development Services Bureau

053N321310000000
ZONING: VAG-1



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Anna Hammes, who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a legal advertisement in the matter of:

Notice of Public Hearing

Was published in said newspaper in the issue(s) of:

January 21, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me 21st Day of January, 2011, by Anna Hammes who is personally known to me.

Anna Hammes Affiant

[Signature] Notary Public

**NOTICE OF PUBLIC HEARING
 BEFORE THE ESCAMBIA COUNTY PLANNING BOARD**

The Escambia County Planning Board, sitting as the Local Planning Agency, will hold a quasi-judicial public hearing at **8:30 a.m., Monday, February 7, 2011 in the Escambia County Central Office Complex, Room 104, 3363 West Park Place, Pensacola, Florida**, to consider the following rezoning request under Part III of the Escambia County Code of Ordinances, the Land Development Code:

Case No.: Z-2011-02
Location: 5890 Hwy 99
From: VAG-1, Villages Agriculture District (5 du/100 acres on one acre parcels)
To: VAG-2, Villages Agriculture District (1 du/ 5 acres)

The Planning Board will make a recommendation on the rezoning request which will be considered by the Board of County Commissioners at a subsequent quasi-judicial public hearing for final decision.

To reserve your right to address the rezoning request at the hearing before the Board of County Commissioners, you must be present and give testimony on the record at the hearing before the Planning Board.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator to the County Administrator at 595-4947 at least seven days prior to the date of the hearing. If you have any questions, please contact the Development Services Bureau at 595-3475 or 3363 West Park Place, Pensacola, FL.

**BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA**

Legal No. 1506924 1T January 21, 2011

EXHIBIT

tabbles A 2/7/11
[Signature]

GRANT PAQUIN
 Notary Public, State of Florida
 My Commission Expires May 31, 2014
 Commission No. DD996828



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Public Hearing Item #: 1.

Growth Management Report

Date: 03/03/2011

Issue: 5:45 p.m. - Public Hearing - Amendment to the Official Zoning Map

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on February 7, 2011 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2011-02 was heard by the Planning Board on February 7, 2011. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution", the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Bureau and interested citizens. The Development Services Bureau will ensure proper advertisement.

Attachments

Draft Map Ordinance

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

Case No.:	Z-2011-02
Location:	5890 Hwy 99
Property Reference No.:	05-3N-32-1310-000-000
Property Size:	25.73 (+/-) acres
From:	VAG-1, Villages Agriculture District (5 du/100 acres on one acre parcels)
To:	VAG-2, Villages Agriculture District (1 du/ 5 acres)
FLU Category:	AG, Agriculture

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Public Hearing Item #: 2.

Growth Management Report

Date: 03/03/2011

Issue: 5:46 p.m.– Public Hearing – LDC Ordinance – Articles 3, 6 & 9 “Single Family Living”

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board review an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to amend the definition of “dwelling, single-family” and defining “family” and “fraternity/sorority house”; amending Article 6 “Zoning Districts,” creating Section 6.04.18 to restrict occupancies in designated residential zoning districts to families; amending Article 9 “Nonconforming Uses and Noncomplying Structures”, creating Section 9.08.00 to terminate nonconforming uses in violation of this Ordinance.

This hearing serves as the first of two required Public Hearings before the Board of County Commissioners as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

BACKGROUND:

The Board of County Commissioners has established certain lower density residential zoning districts that are intended to promote single-family occupancies. However, in many instances, the owners of parcels within these zoning districts rent, lease, or otherwise permit occupancies greater than single family units. These occupancies may include multiple unrelated individuals in the same single-family dwelling, such as unsanctioned “frat houses” and unregulated boarding houses. Such occupancies frequently result in greater noise, congestion, motor vehicle traffic, and otherwise disturb the peace and quiet enjoyed by families residing in lower density residential zoning districts. To combat this problem, the Board of County Commissioners has requested an ordinance limiting occupancies of single-family dwellings to single family units in designated residential zoning districts.

The Planning Board reviewed and recommended approval of the Ordinance at the February 7, 2011 meeting.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance was reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Ordinance to which they pertain.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Bureau, the County Attorney's Office and all interested citizens. The Development Services Bureau will ensure proper advertisement.

Attachments

Legal Approval;Ordinance;Back Up Material

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: _____

Date: _____

Date requested back by: _____

Requested by: _____

Phone Number: _____



(LEGAL USE ONLY)

Legal Review by _____

Date Received: _____

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2011-_____

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AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; PROVIDING FOR LEGISLATIVE FINDINGS; AMENDING ARTICLE 3, SECTION 3.02.00, TO AMEND THE DEFINITION OF “DWELLING, SINGLE-FAMILY” AND DEFINING “FAMILY” AND “FRATERNITY/SORORITY HOUSE”; CREATING ARTICLE 6, SECTION 6.04.18, TO RESTRICT OCCUPANCIES IN DESIGNATED RESIDENTIAL ZONING DISTRICTS TO FAMILIES; UNITS; CREATING ARTICLE 9, SECTION 9.08.00, TO TERMINATE NONCONFORMING USES IN VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its land development code, the Escambia County Board of County Commissioners has designated zoning districts and established lists of permitted, conditional, and prohibited uses consistent with the intent and purpose of each zoning district; and

WHEREAS, the Board of County Commissioners has established certain lower density residential zoning districts that are intended to promote single-family occupancies; and

WHEREAS, in many instances, the owners of parcels within these zoning districts rent, lease, or otherwise permit occupancies greater than single family units; and

WHEREAS, these occupancies may include multiple unrelated individuals in the same single-family dwelling; and

WHEREAS, the Board of County Commissioners finds that such occupancies frequently result in greater noise, congestion, motor vehicle traffic, and otherwise disturb the peace and quiet enjoyed by families residing in lower density residential zoning districts; and

WHEREAS, the Board of County Commissioners accordingly finds that limiting occupancies to single families in lower density residential zoning districts advances the public health, safety, and welfare.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

1 **Section 1.** Legislative findings.

2
3 The aforementioned recitals are hereby incorporated into this ordinance as legislative
4 findings rendered by the Board of County Commissioners in support of this ordinance.

5
6 **Section 2.** Part III of the Escambia County Code of Ordinances, the Land Development
7 Code of Escambia County, Article 3, Section 3.02.00, is hereby amended as follows:

8
9 *Dwelling, Single-family.* A detached building designed as a single dwelling unit. In all
10 single-family zoning districts as designated by Article 6 of the land development code,
11 this shall mean a single residential building consisting of one dwelling unit that is
12 arranged, intended or designed for one family.

13
14 *Family.* One person, or a group of two or more persons living together occupying the
15 whole or part of a single-family dwelling as a single housekeeping unit; however,
16 “family” shall not include the following:

17
18 A. Any group of five (5) or more persons who are each not related by blood, marriage
19 or adoption, guardianship, or other duly authorized custodial relationship, unless such
20 group is operating as a group home or community residential home as defined by this
21 code or is otherwise protected by the Fair Housing Act.

22
23 B. A fraternity, sorority, or other association, club, or team consisting of students
24 affiliated with a social, honorary, or professional organization, whether or not recognized
25 by a college or university, including occupancies of off-campus single-family dwellings,
26 whether or not formally regulated by the college or university. Evidence of such
27 occupancies may include, but is not limited to, conspicuous display of group insignias or
28 logos, recurring meetings, and parties or other social events. Nothing in this section
29 shall be deemed to impose liability for any college or university for violations of this
30 section unless the college or university owns, possesses, or otherwise controls the
31 property being used as a single-family dwelling.

32
33 C. Any group of individuals who are in a group living arrangement as a result of criminal
34 offenses, unless otherwise required by state or federal law.

35
36 *Fraternity/sorority house.* See “Family.”

37
38 **Section 3.** Part III of the Escambia County Code of Ordinances, the Land Development
39 Code of Escambia County, Article 6, Section 6.04.18., is hereby created to read as
40 follows:

41
42 *6.04.18. Single-family dwellings.* In all single-family zoning districts, exclusive of those
43 zoning districts established under Article 13 of the land development code, the
44 occupancy of single-family dwellings is limited to one family as defined under Section

1 3.02.00 of this code. However, nothing in this section shall be construed to limit or
2 restrict any occupancy otherwise authorized or licensed by state or federal law.

3
4 **Section 4.** Part III of the Escambia County Code of Ordinances, the Land Development
5 Code of Escambia County, Article 9, Section 9.08.00, is hereby created to read as
6 follows:
7

8 **Section 9.08.00. Non-single-family occupancies in single-family dwellings.**

9
10 A. The provisions of this Article shall not apply to any nonconforming uses in
11 violation of Section 6.04.18. Such uses shall cease as of the effective date of
12 the ordinance establishing 6.04.18.

13
14 B. Notwithstanding subsection A., nothing in this section shall impair or
15 terminate any lawful contract or lease in existence prior to the effective date of
16 the ordinance establishing Section 6.04.18.

17
18
19 **Section 5. Severability.**

20
21 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
22 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
23 affect the validity of the remaining portions of this Ordinance.
24

25 **Section 6. Inclusion in Code.**

26
27 It is the intention of the Board of County Commissioners that the provisions of this
28 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
29 subsections and other provisions of this Ordinance may be renumbered or relettered
30 and the word “ordinance” may be changed to “section,” “article,” or such other
31 appropriate word or phrase in order to accomplish such intentions.
32

33 **INTENTIONALLY LEFT BLANK**

1 **Section 7. Effective Date.**

2
3 This Ordinance shall become effective upon filing with the Department of State.

4
5 **DONE AND ENACTED** this _____ day of _____, 2011.

6
7 **BOARD OF COUNTY COMMISSIONERS**
8 **OF ESCAMBIA COUNTY, FLORIDA**

9
10 **By:** _____
11 **Kevin W. White, Chairman**

12
13 **ATTEST: ERNIE LEE MAGAHA**
14 **Clerk of the Circuit Court**

15
16 **By:** _____
17 **Deputy Clerk**

18
19 **(SEAL)**

20
21 **ENACTED:**

22
23 **FILED WITH THE DEPARTMENT OF STATE:**

24
25 **EFFECTIVE DATE:**

**SAMPLE DEFINITIONS FOR “FAMILY” AND
“FRATERNITY/SORORITY HOUSES” IN VARIOUS FLORIDA COUNTIES**

BROWARD COUNTY

Municipalities: Fort Lauderdale, Hollywood, Coral Springs
Population: 1,766,476
Education: Florida International, Florida Atlantic, Nova Southeastern

Family: Any number of persons living together as a single housekeeping unit, whether legally related to each other or not. The persons constituting a family may include gratuitous guests and domestic servants, but shall not include paying guests.

ORANGE COUNTY

Municipalities: Orlando, Apopka, Winter Park
Population: 1,086,480
Education: University of Central Florida, Rollins College

Family: An individual; or two (2) or more persons related by blood, marriage or adoption, exclusive of household servants, occupying a dwelling and living as a single nonprofit housekeeping unit; or four (4) or fewer persons, not related by blood, marriage or adoption, exclusive of household servants, occupying a dwelling and living as a single nonprofit housekeeping unit, in either case as distinguished from persons occupying a boardinghouse, lodging house, rooming house or hotel, as herein defined.

Club (redirected from “Fraternity”): Buildings, facilities and property owned and operated by a corporation or association of persons for social or recreational purposes, including those organized chiefly to promote friendship and welfare among its members, but not operated primarily for profit or to render a service which is customarily carried on as a business.

LEE COUNTY

Municipalities: Cape Coral, Fort Myers, Bonita Springs
Population: 586,908
Education: Florida Gulf Coast, Barry University

Family: One or more persons occupying a dwelling unit and living as a single, nonprofit housekeeping unit, provided that a group of five or more adults who are not related by blood, marriage or adoption shall not be deemed to constitute a family. The term “family” shall not be construed to mean a fraternity, sorority, club, monastery, convent, or institutional group.

Fraternity house: A dwelling used and occupied by a fraternity or sorority composed of college or university students and containing and providing domestic and social facilities and services thereto.

SEMINOLE COUNTY

Municipalities: Sanford, Altamonte Springs, Oviedo
Population: 413,204
Education: Seminole State College

Family: One (1) or more persons living as a single housekeeping unit, as distinguished from a group occupying as hotel, club, fraternity, sorority, or institutional group.

SARASOTA COUNTY

Municipalities: Sarasota, Venice, Longboat Key
Population: 369,765
Education: New College of Florida, USF-Sarasota/Manatee

Family: One or more persons occupying a single dwelling unit, provided that, unless all members are related by law, blood, adoption, marriage, or are under a judicial order for foster care, no such family over four persons, except in the RMF (Residential Multifamily) District where no such family shall contain more than six persons. A family consisting of individuals protected by the Fair Housing Act shall not contain over six persons in any district. Domestic servants employed on the premises may be housed on the premises without being counted as a separate or additional family or families. The term “family” shall not be construed to mean a fraternity, sorority, club, monastery or convent, or institutional group.

Commentary: “Family” is a term used to regulate types of housing protected by the Fair Housing Act, which includes a requirement that homes providing care for the disabled and similar functions with six or fewer individuals must be treated the same way as single-family residences. However, many other uses are regulated by this ordinance – see community residential home, group home, and social service institution, for example.

MARION COUNTY

Municipalities: Ocala, Belleview, Dunnellon
Population: 328,547
Education: College of Central Florida

Family: One or more persons occupying the whole or part of a dwelling unit and living as a single housekeeping unit; provided that a group of four or more who are not within the second

degree of kinship shall not be deemed to constitute a family, except as set forth in Title VIII of the Civil Rights Act of 1968 and as subsequently amended by the Fair Housing Amendments Act of 1968.

LEON COUNTY

Municipalities: Tallahassee
Population: 265,714
Education: Florida State University, Florida A&M, Tallahassee Community College

Family: One person, or a group of two or more persons living together occupying the whole or part of a dwelling as a single housekeeping unit.

Fraternity or sorority houses: A dwelling or combination of dwellings on a single lot occupied by and maintained exclusively for college students who are affiliated with a social, honorary, or professional organization recognized by the college or university.

ALACHUA COUNTY

Municipalities: Gainesville, High Springs, Waldo
Population: 243,574
Education: University of Florida, Santa Fe Community College

Family: One or more persons occupying a living unit as a single, nonprofit housekeeping unit.

Fraternity or sorority house: A structure used as group living quarters for students of an educational facility who are members of a fraternity or sorority that has been officially recognized by the educational facility.

SANTA ROSA COUNTY

Municipalities: Milton, Gulf Breeze, Jay
Population: 151,759
Education: University of West Florida

Family: Two (2) or more individuals related by blood, marriage or adoption and not more than four (4) unrelated persons living together as a single housekeeping unit and doing their cooking on the premises, as distinguished from a group occupying a boarding house, lodging house or hotel, as herein defined.

CITY OF PENSACOLA

Population: 53,248
Education: University of West Florida, Pensacola State College, Pensacola Christian College

Family: One or more persons occupying a dwelling unit and using common utility services, provided that unless all members are related by blood or marriage, no such family shall contain over four (4) persons.

Fraternity house, sorority house, or student cooperative: A building occupied by and maintained exclusively for students affiliated with an academic or professional college or university or other recognized institution of higher learning regulated by such institution.

Note: Population based on 2009 U.S. Census estimates. As a comparison, the 2009 estimate for Escambia County's population was 303,343.

Illauna B. Brazwell

From: AlexisERA@aol.com
Sent: Wednesday, December 15, 2010 5:02 PM
To: Illauna B. Brazwell
Subject: Fraternity House/Zoning Issues

Hello Commissioners

It has come to my attention that you are going to address the above issue at the Committee of the Whole meeting tomorrow, December 16, 2010.

I live at 10019 which is just off of Hillview Road not far from the two homes that are in question as to the zoning.

I have done some research on single family zoning and found two cases that I think you need to read in considering this issue.

The first is from a New York State case where they addressed the definition of single family in the zoning law and building codes.

The second is from Macomb, Illinois where the city adopted an ordinance on single family definition into their code.

In both cases, they list what R-1, R-2 Single Family residential zoning does not include which is

1. Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie or like organizations.
2. Any group of individuals whose association to each other is temporary and /or seasonal in nature.
3. Any group of individuals who are in a group living arrangement as a result of criminal offenses.

It is my belief that you need to adopt language such as this above into our Zoning code to protect the rights of the home owners in our county to the enjoyment of a nice place to live with their families to preserve the neighborhood character and ensure peace and quite.

I am asking you to take this information into consideration when you discuss this issue tomorrow.

I will be there along with some of my neighbors and would love the opportunity to address this issue.

Thank you for your consideration of my suggestions.

Respectfully,

Alexis Bolin
10019 Autumn Lane
Pensacola, FL 32514

Cell- 850-777-0275

The Final Ordinance on Single Family Definition as Adopted by the City of Macomb.

AN ORDINANCE TO REVISE CERTAIN PROVISIONS OF CHAPTER 17 OF THE MUNICIPAL CODE OF MACOMB, ILLINOIS CONCERNING THE DEFINITION OF FAMILY AS USED IN ZONING.

Preamble

- A. On November 18, 1997, the City Council of the City of Macomb, McDonough County, Illinois (the Council and City respectively) adopted Ordinance No. 2750 adopting a unified development code for the City (the "Unified Development Code")
- B. Since the adoption of the Unified Development Code, the **Project HANDS** (Homeowners and Neighborhood Defense Strategy), (the "Project HANDS") a citizen's group has identified certain definition revision which would improve the operation of the Unified Development Code.
- C. On October 8, 2001, notice of public hearing was published in the Macomb Journal, a secular newspaper of general circulation in the City, concerning a public hearing by the City Planning Commission to consider revisions to the Unified Development Code consistent with the request made by Project HANDS recommendations.
- D. On October 24, 2001, at 5:15 p.m., the Planning Commission conducted a public hearing at the Wesley United Methodist Church, 1212 West Calhoun Street, Macomb, Illinois to consider the proposed change to the Unified Development Code.
- E. The Planning Commission considered the recommended revisions to the Unified Development Substantial objections to the revision were heard as well as substantial support of the revision and the Planning Commission voted unanimously on November 28, 2001 to recommend the revision to the Council for adoption.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MACOMB, McDONOUGH COUNTY, ILLINOIS AS FOLLOWS:

Section 1. Revision of Article II, Section 2 of the Unified Development Code Article II, Section 2 of the Unified Development Code is amended by deleting the words and figures in brackets and by adding the words and figures underlined as follows:

Section 2. Definitions Family In R-1 and R-2, single family residential zoning districts, a family may consist of a person living alone, or any of the following groups living together as a single housekeeping unit (see also definition of "Single Housekeeping Unit") and sharing common living, sleeping, cooking and eating facilities:

- (1) Any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship;
- (2) Two (2) unrelated people;
- (3) Two (2) unrelated people and any children related to either of them;
- (4) An individual or group of two (2) or more persons related by blood, marriage or legal adoption, together with not more than six (6) minor children operating as a foster family home or group home which is licensed by the State of Illinois;
- (5) A group home for the disabled as defined in Article Two, Chapter One, Section Two of the Unified Development Code for the City of Macomb;
- (6) Three (3) or more people who are granted a Special Use Permit as a "Functional Family Unit" as defined by the Unified Development Code of the City of Macomb.

In R-1 and R-2, single family residential zoning districts, a family does not include:

- (1) Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie or like organizations;
- (2) Any group of individual whose association to each other is temporary and/or seasonal in nature;
- (3) Any group of individuals who are in a group living arrangement as a result of criminal offenses.

In R-3, two family residential zoning district and R-4, multiple family residential zoning district, a family may consist of any of the following living together as a single house keeping unit (see also definition of Single Housekeeping Unit) within a dwelling unit: { See also Single Housekeeping Unit. A family may consist of any of the following living together as a single housekeeping unit within a dwelling unit:}

(1) An individual or group of two (2) or more persons related by blood marriage or legal adoption, together with not more than three (3) additional persons not related by blood, marriage or adoption;

(2) An individual or group of two or more persons related by blood, marriage or legal adoption, together with not more than six (6) minor children operating as a foster family home or group home which is licensed by the State of Illinois. (Ord. No. 1403, § 1, 8/20/73)

Functional Family Unit

In R-1 and R-2, single family residential zoning districts, a functional family unit shall consist of a group of individuals living together in a single dwelling unit and functioning as a family with respect to those characteristics that are consistent with the purposes of zoning restrictions in single family residential neighborhoods. In determining whether or not a group of unrelated individuals is a functional family unit under this definition, the following criteria must be used.

(1) The occupants must share the entire dwelling unit. A unit in which the various occupants act as separate roomers cannot be deemed to be occupied by a functional family unit.

(2) The following factors shall be considered in determining whether a functional family unit exists:

(a) The presence of minor dependent children regularly residing in the household;

(b) Proof of the sharing of expenses for food, rent or ownership costs, utilities and other household expenses and sharing in the preparation, storage and consumption of food;

(c) Whether or not different members of the household have the same address for the purposes of voter registrations, drivers' licenses, motor vehicle registrations, summer or other residences and the filing of taxes;

(d) Common ownership of furniture and appliances among the members of the household;

(e) Enrollment of dependent children in local schools;

(f) Employment of the householders in the local area;

(g) A showing that the household has been living together as a unit for a year or more, whether in the current dwelling unit or other dwelling units;

(h) Any other factor reasonably related to whether or not the group or persons in the functional equivalent of a family.

Section 2. Effective Date. This ordinance shall be effective on December 31, 2001.

NY State Legal Memorandum -DEFINITION OF "FAMILY" IN ZONING LAW AND BUILDING CODES

An appropriate definition of "family" is basic to density and use prescriptions of zoning laws and to the applicability of building code laws. This memorandum discusses the definition in the context of such laws.

ZONING

Any successful zoning scheme which purports to create and attain a single-family zoning district must contain a definition of family. Dating back to 1974, the U.S. Supreme Court and many state courts, including our New York Court of Appeals, have examined the question of the definition of family, both in enforcement proceedings and in declaratory judgment actions.

This line of family definition cases has followed a very traditional path of analysis. Courts have carefully looked for some reasonable relationship between the zoning regulation and the goals sought to be achieved by the regulation. Generally, they first examine the goal sought to be achieved to see if it furthers a legitimate governmental objective. They then proceed to scrutinize whether the means designed to reach that end -- in this case a definition of family-- are reasonable.

Courts have regularly found a legitimate purpose in zoning regulations which are aimed at achieving a homogeneous, traditional single-family neighborhood. "A quiet place where yards are wide, people few, and motor vehicles restricted are legitimate guidelines in a land-use project addressed to family needs," according to the U.S. Supreme Court in Village of Belle Terre v. Boraas, 416 U.S. 1, 9, 94 S Ct 1536, 39 L Ed 2d 797 (1974), a case which upheld, as constitutional, a zoning definition of family against a challenge that it violated the equal protection clause.

To preserve this quiet neighborhood character, many municipalities have enacted definitions of "family" to exclude groups of individuals who, it is perceived, degrade the single family district. For example, in college towns or resort areas, municipalities are often concerned about fraternities and other groups of unrelated college students living together in crowded conditions in single family areas. Such living conditions can cause parking, noise, litter and congestion problems. Many local governments, therefore, have enacted restrictive definitions of family within their zoning and building codes, and enforce these provisions against groups who do not meet the "family" definition, in an effort to keep out those who would otherwise cause or contribute to unwanted neighborhood impacts.

**SUMMARY OF THE
ESCAMBIA COUNTY PLANNING BOARD
HELD ON FEBRUARY 7, 2011
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, FIRST FLOOR
PENSACOLA, FLORIDA**

(8:32 A.M. – 12:41 P.M.)

MEMBERS PRESENT: Wayne Briske, Chairman
Tim Tate, Vice Chair
Steven Barry (arrived at 8:35 a.m.)
Dorothy Davis
Vann Goodloe
Karen Sindel
Alvin Wingate
Stephanie Oram, Navy Representative (non-voting)

MEMBERS ABSENT: Patty Hightower, School Board Representative (non-voting)

STAFF PRESENT: Stephen West, Assistant County Attorney
Ryan Ross, Assistant County Attorney
T. Lloyd Kerr, Bureau Chief, Development Services
Horace Jones, Division Manager, Development Review
Andrew Holmer, Senior Planner, Development Review
Allyson Cain, Planner II, Development Review
David Forte, Planner I, Projects & Comprehensive Planning
Lynette Harris, Urban Planner I, Projects & Comprehensive Planning
Karen Spitsbergen, Board Clerk, Development Review

8:32 AM Quasi-Judicial Meeting Convened

1. The meeting was called to order at 8:32 a.m. with 7 voting members present.
2. Invocation and pledge was given by Wingate.
3. Proof of Publication was given by the Board Clerk.
4. Rezoning Public Hearings

A.	Case No.:	Z-2011-02
	Location:	5890 Hwy 99 (05-3N-32-1310-000-000)
	From:	VAG-1, Villages Agriculture District (5 du/100 acres on one acre parcels)
	To:	VAG-2, Villages Agriculture District (1 du/ 5 acres)
	Requested by:	Michael E. Black, Owner

Speakers: Michael E Black, Owner
David Forte
Howard D. Maines

Motion was made by Barry to accept staff's findings of fact for criterion 2, 4, and 5 and amended staff's criterion 1 to reflect consistency with CPP 7.A.4.3 states "higher densities will be discouraged" and cannot be intended as a basis for denial of this rezoning; criterion 3 surrounding uses are compatible with the requested zoning; and criterion 6 would result in a logical and orderly development pattern; and recommend approval of the VAG-2 request, seconded by Tate and passed unanimously (7-0).

9:30 AM Quasi-Judicial Meeting Adjourned

9:35 AM JLUS IOC Meeting Convened

1. The meeting was called to order at 9:35 a.m.
2. Stephanie Oram, Navy Representative gave a brief synopsis of the upcoming revisions to the AICUZ zones. There will be some changes to the noise contours and the AIPD zones. The Wind turbine ordinance will have no impact on the mission of the Navy at this time; however, should in the future a wind farm be suggested there may be some comments from the Navy depending on the location of the farm.

9:40 AM JLUS IOC Meeting Adjourned

9:41 AM Regular Meeting Convened

1. The meeting was called to order at 9:41 a.m. with 7 voting members present.
2. Proof of publication was given by the Board Clerk.
3. Board Minutes
 - A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Summary Minutes of the January 19, 2011 Planning Board Meeting.
Motion was made by Davis to approve the meeting minutes, seconded by Barry and passed unanimously (7-0).
 - B. Planning Board Monthly Action Follow-up Report for February 2011.
 - C. Planning Board 6-Month Outlook for February 2011.
4. Public Hearings
 - A. **LDC Ordinance – Article 3, 6 & 9 "Single Family Living"; presented by T. Lloyd Kerr, Bureau Chief, Development Services**

RECOMMENDATION:

That the Planning Board review and recommend approval to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 3 "Definitions," to amend the definition of "dwelling, single-family" and define "family"; amending Article 6 "Zoning Districts," creating Section 6.04.18 to restrict occupancies in designated residential zoning districts to single family units; amending Article 9 "Nonconforming Uses and Noncomplying Structures", creating Section 9.08.00.

Speakers:

Elisabeth Barber	Dorothy Dubuisson
Alexis Bolin	Jim Hunt
Steve Warner	Dave Thomas
Eva Peterson	Steve Littlejohn
Commissioner Robertson	

After public input and discussion, the Board adopted the ordinance with the following changes to Draft 3B of the ordinance:

- 1. Changing the language on page 2, line 9 through 10, to read "In all single family zoning districts,"**
- 2. Strike the language at the end of line 12 and 13 and end the paragraph as "that is arranged, intended or designed for one family."**
- 3. Include on lines 24 and 26, "whether or not" where specified.**
- 4. Strike Section 2 Item C related to temporary guests from the ordinance.**
- 5. Include the definition of "fraternity/sorority house" to say see "family."**
- 5. Section 3: to be consistent with the definition of single family dwelling throughout the ordinance.**
- 6. Section 4: strike all proposed language and insert language "The provisions of this Article shall not apply to any nonconforming uses in violation of Section 6.04.18. Such uses shall cease as of the effective date of the ordinance establishing 6.04.18. Nothing in this section shall impair or terminate any lawful contract or lease in existence prior to the effective date of the ordinance establishing Section 6.04.18."**

Motion was made by Tate to approve with the changes mentioned to the ordinance and forward to the BCC, seconded by Barry and passed (6-1) with Sindel opposed.

- B. LDC Ordinance – Articles 3, 6 & 7 “Outdoor Storage & Outdoor Screening”:** presented by T. Lloyd Kerr, Bureau Chief, Development Services

RECOMMENDATION:

That the Planning Board review and recommend approval to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to define “outdoor sales” and redefine “outdoor storage”; amending Article 6 “Zoning Districts,” to create Section 6.04.18 to add tables for outdoor storage categories and outdoor standards and amending Sections 6.05.14 and 6.05.16 to establish the zoning districts where outdoor sales are permitted; and amending Article 7 “Performance Standards” to clarify screening for outdoor storage.

Motion was made by Tate to recommend approval of the ordinance and forward to the BCC, seconded by Goodloe, and passed unanimously (7-0).

5. Action/Discussion/Info Reports

- A. Discussion Item – Proposed LDC Ordinance – Storage of Hazardous Material in Industrial Zoning Districts**

Board recommended staff to get clear direction regarding this issue from the BCC.

- B. Discussion Item – Planning Board Mission, Assignments & Projects for FY 2010/11**

No Action taken

- C. Information Report – CPA – EAR Based Amendments - Remedial Amendments: Revisions made to Ordinance No. 2010-16**

Staff informed Board about Notice of Intent issued February 7, 2011 from DCA.

6. Bureau Chief’s Report

No report.

7. County Attorney’s Report

No report.

8. Announcements/Communications

No announcement/communications made.

9. Scheduling of Future Meetings

- A. The next Regular Planning Board meeting is scheduled for **Monday, March 7, 2011** at 8:30 a.m., in the Escambia County Central Office Complex, Board Meeting Room, Room 104, 3363 West Park Place, Pensacola, Florida.

10. Adjournment

12:41 PM – Regular Board Meeting Adjourned



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Action Item #: 1.

Growth Management Report

Date: 03/03/2011

Issue: Action Item – Fiddler’s Walk Final Plat Permit # 05101590

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board take the following actions concerning the recording of the Final Plat of Fiddler’s Walk, (a 47 lot single family residential subdivision), located in the Cantonment Community on West Roberts Road, and lying west of U.S. Highway 29. Fiddler’s Walk subdivision is owned and developed by J. Taylor Homes, Inc. Prior to recording, the County Engineer, County Surveyor, Development Services Bureau Chief and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street name “Fiddlers Circle”;

C. Accept all public easements, drainage improvements within public easements/public parcels, Parcel "A" Detention/ Retention Pond (1.74 acres) as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district.

The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement.

BACKGROUND:

The preliminary plat was approved on February 15, 2006. Construction Plans were approved on February 11, 2010. The Escambia County Department of Public Safety approved the street name “Fiddler’s Circle” on February 15, 2006. Development Services Bureau inspected the improvements on February 15, 2011 and found improvements substantially complete and in accordance with applicable County requirements. An executed Two Year Warranty Agreement will be recorded with the final plat. Staff has reviewed the final plat.

BUDGETARY IMPACT:

There will be indirect staff costs associated with the review of the final plat, inspections and preparation of this recommendation. The Road Department is being copied to ensure all future maintenance requirements can be accommodated in upcoming budgets.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two Year Warranty Agreement was reviewed and approved by Stephen West on February 11, 2011.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION/COORDINATION:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Bureau Chief, it will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Bureau.

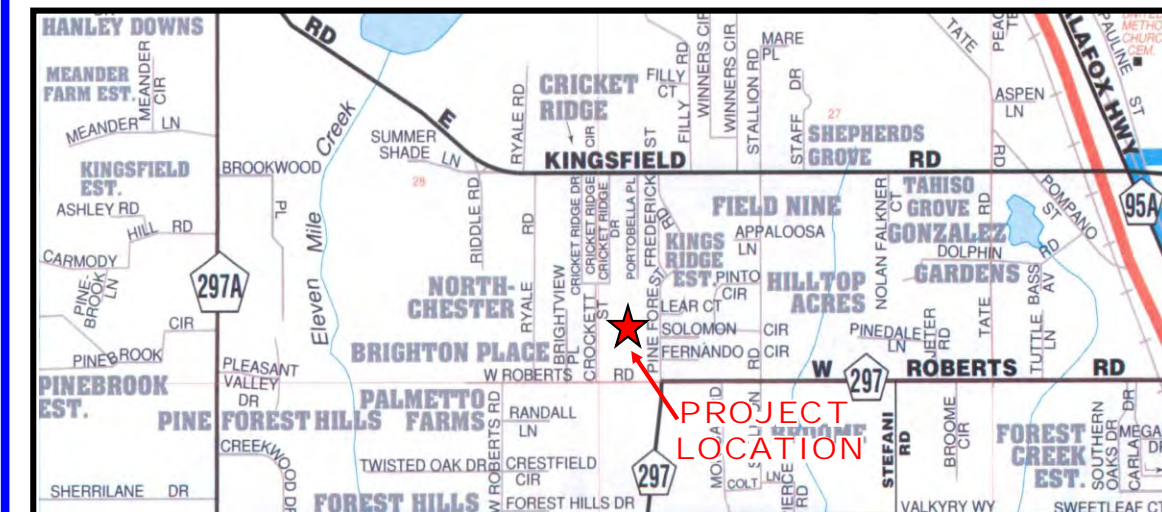
Attachments

Vicinity Map

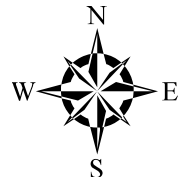
Two Year Warranty with Surety

Final Plat

FINAL PLAT: FIDDLER'S WALK



VICINITY MAP



Prepared by:

Geci & Associates, Inc.
2950 N 12th Avenue
Pensacola, FL 32503

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY
(Corporation)**

This Two-Year Warranty Agreement (Agreement) is entered by and between J. Taylor Homes, a corporation organized under the laws of the State of Florida whose address is 1050 Urban Drive, Cantonment, FL 32533 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Fiddler's Walk Subdivision Development, more particularly described as follows:

See Exhibit A (Legal Description) for Fiddler's Walk PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a cash escrow (attached as Exhibit B) in the amount of \$ 1,927.00 , which is based

on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Teri Pinch
Teri Pinch
(printed name)

DEVELOPER/OWNER:

J. Taylor Homes, Inc. c/o Ronald Johnson
(name of corporation)

WITNESS:

Shannon Scallan
Shannon Scallan
(printed name)

By: [Signature]
(signature)
Ronald Johnson v/p
(printed name/title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8 day of February, 2001, by Ronald Johnson as Vice President (title) of J Taylor Homes Inc (name of corporation). He/She () is personally known to me, or () has produced _____ as identification.

[Signature]
Signature of Notary

(Notary Seal)

Belinda F. Walker
Name of Notary (printed)

*Belinda G. Walker
Notary Public, State of Florida
Commission No. DD 940009
My Commission Expires on Jan 22, 2014*

*Belinda G. Walker
Notary Public, State of Florida
Commission No. DD 940009
My Commission Expires on Jan 22, 2014*

The Commission has received a report from the State of New York regarding the activities of the Communist Party in the State of New York. The report indicates that the Communist Party has been active in the State of New York since 1945. The Commission has been advised that the Communist Party has been active in the State of New York since 1945. The Commission has been advised that the Communist Party has been active in the State of New York since 1945.

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1954 Commission Expires on Jan 25 1954
 Commission No. 100-24000
 Albany, N.Y.

1954 Commission Expires on Jan 25 1954
 Commission No. 100-24000
 Albany, N.Y.

Escambia County, through its Board of County Commissioners

By: _____, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

____ day of _____, 200__

Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By *[Signature]*
Title *Asst. County Attorney*
Date *Feb. 11, 2011*

EXHIBIT " A "

Fiddler's Walk Subdivision

Legal Description

Prepared By:

Geci & Associates Engineers, Inc.

2950 N 12th Avenue

Pensacola, FL 32503

DESCRIPTION:


LOT 18, FIELD NINE SUBDIVISION, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 4 AT PAGE 61 OF THE PUBLIC RECORDS OF SAID COUNTY.

EXHIBIT " B "

Fiddler's Walk Subdivision

Cash Escrow

CS 167

 **Beach**
Community Bank
FORT WALTON BEACH, FL

Cashiers Check 65-1513
031 **54547**
02/08/2011

Remitter: J TAYLOR HOMES INC.
Memo:

One Thousand Nine Hundred Twenty-Seven dollars *****
\$1,927.00

ESCAMBIA COUNTY



Signature

EXHIBIT " C "

Fiddler's Walk Subdivision

Certified Cost Estimate for Minor Documented Deficiencies To Be Evaluated
Within the Two-Year Warranty Period as Authorized by LDC 4.03.03(C)

Flat Curb:

(Item 14 on County Punch List)

Surety estimate provides for the, removal and replacement
of 50 LF of curb if required.

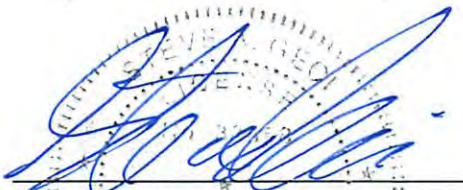
\$1,927.00

Item	Quantity	Unit	Unit Price	Total
Type B Curb	50	LF	\$18.00	\$900.00
Sod	22	SY	\$3.50	\$77.00
Mobilization	1	EA	\$950.00	\$950.00

Total Surety Amount

\$1,927.00

Prepared & Certified By:


Steve A. Geci, PE
Florida Engineering #33658

2/8/11

THE TRIAX

of the ...

... ..

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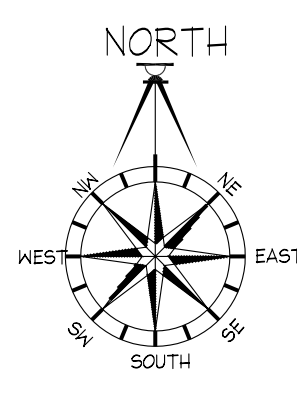
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PREPARED BY:
KJTM
 Surveying, Inc.
 Kenneth J. Moore, P.E. and Member
 2228 Woodloch Court
 Escambia County, Florida 32503
 850-438-0022 Fax 850-438-1307

A FINAL PLAT OF FIDDLER'S WALK

A REPLAT OF LOT 18 OF THE FIELD NINE SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 61 AND BEING A PORTION OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

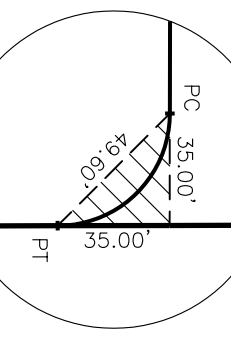
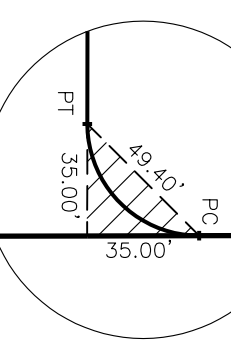
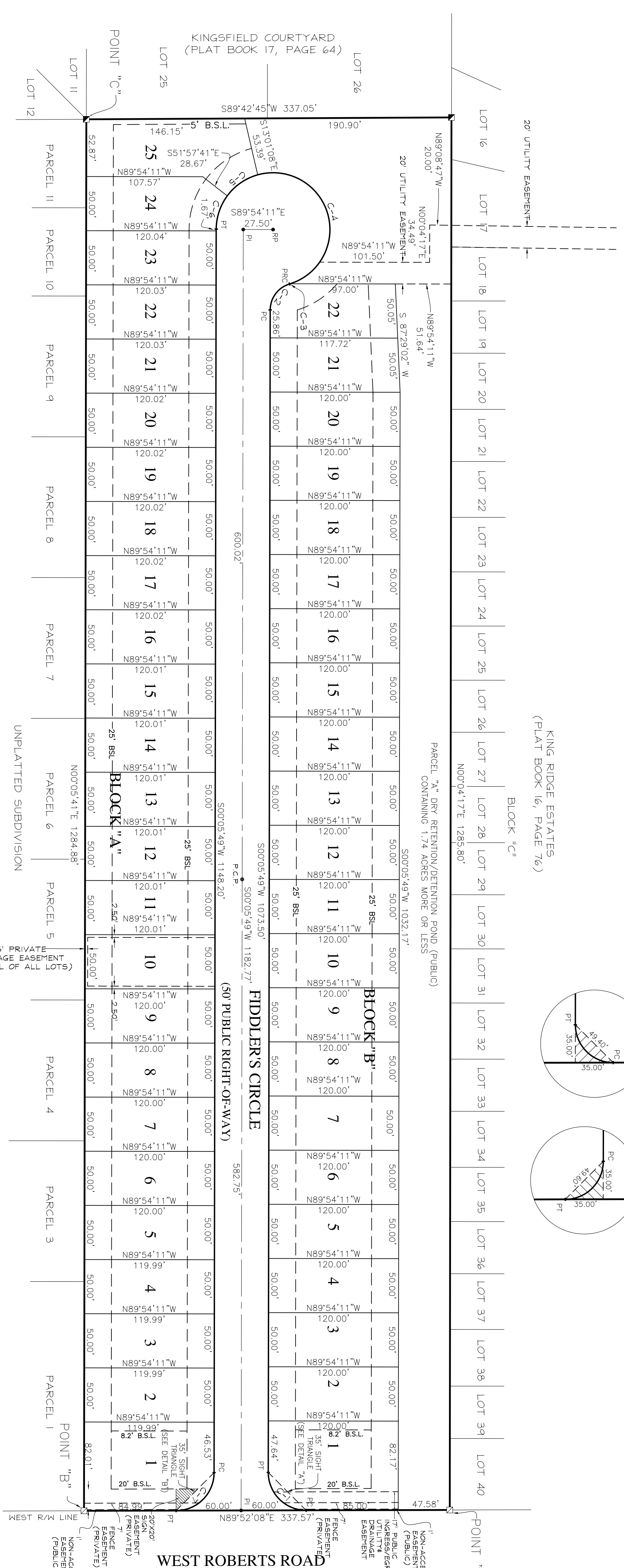
A SINGLE-FAMILY RESIDENTIAL SUBDIVISION

ZONED: V-3, FLU: MU-6

MARCH 2011

ENGINEER
 GECI & ASSOCIATES ENGINEERS, INC.
 2040 URBAN STREET
 PENNSACOLA, FLORIDA 32503
 PHONE: (850) 432-2929
 FAX: (850) 432-2875

OWNER AND DEVELOPER
 J. TAYLOR HOMES, INC.
 1050 URBAN STREET
 CANTONMENT, FLORIDA
 32533-0000
 PHONE: (850) 982-9657
 FAX: (850) 937-9814



CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL
 I, ERNE LEE MADON, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, F.S.) AND WAS FILED FOR RECORD ON THE 13TH DAY OF MARCH 2011, AT 1:59 PM. THIS PLAT IS BEING RECORDED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY.

CERTIFICATE OF APPROVAL
 COMMISSIONERS OF ESCAMBIA COUNTY.
 I, JAMES LEANOR, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ON THIS _____ DAY OF _____ 2011, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREOF.

CERTIFICATE OF PLAT REVIEW
 APPROVED BY:
 THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTE CHAPTER 177, F.S., AND THAT THE SAID PLAT IS IN ACCORDANCE WITH THE REQUISITES OF SAID STATUTE.
 ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____ 2011.

DEDICATION:
 I, J. TAYLOR HOMES, INC., AS OWNER AND DEVELOPER, KNOW ALL MEN BY THESE PRESENTS THAT I, J. TAYLOR HOMES, INC., AS OWNER AND DEVELOPER, HEREBY DEDICATE TO THE PUBLIC, ANY STREET, ROAD, DRIVE, ALLEY, PATH, WALK, BRIDGE, OR OTHER PUBLIC ACCESS OR EASEMENT, AND DEDICATE TO THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., THE 20' X 20' SIGN EASEMENT AND THE FENCE EASEMENT, AND HEREBY REQUESTS THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO ACCEPT SAID DEDICATION AND TO REGISTER SAID DEDICATION WITH THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

ACKNOWLEDGMENT
 I, STEPHEN R. WOODHEAD, AS A MEMBER OF THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND AGREE TO WAIVE ALL RIGHTS OF REDEMPTION AND OTHER RIGHTS OF THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., IN CONNECTION WITH THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., DEDICATION AND DEVELOPMENT OF THIS PLAT.

CERTIFICATE OF ATTORNEY:
 I, STEPHEN R. WOODHEAD, AS A MEMBER OF THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND AGREE TO WAIVE ALL RIGHTS OF REDEMPTION AND OTHER RIGHTS OF THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., IN CONNECTION WITH THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., DEDICATION AND DEVELOPMENT OF THIS PLAT.

ENGINEER'S CERTIFICATE:
 I, STEPHEN R. WOODHEAD, AS A MEMBER OF THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., AND I HAVE REVIEWED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND AGREE TO WAIVE ALL RIGHTS OF REDEMPTION AND OTHER RIGHTS OF THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., IN CONNECTION WITH THE FIDDLER'S WALK HOMEOWNERS ASSOCIATION, INC., DEDICATION AND DEVELOPMENT OF THIS PLAT.

NOTE:
 THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE AT GEOSPATIAL COORDINATES ATTITUDES AND LONGITUDES REFERENCED HEREON ARE REFERRED TO NAD 83 DATUM (NAD 83).

STATE PLATE COORDINATE TABLE

STATION	NORTHING	EASTING	SCALE FACTOR	CONVERSION	LATITUDE	LONGITUDE	ELEV.
ESC-466	57101.04	160764.06	0.999999922	-0.74248	30°22'28.862187"	87°18'01.88688	118.89
ESC-465	57608.470	169757.52	0.999997184	-0.74248	30°33'15.02069	87°17'59.65137	101.83

STATE PLATE COORDINATE TABLE

STATION	NORTHING	EASTING	SCALE FACTOR	CONVERSION	LATITUDE	LONGITUDE	ELEV.
POINT 'B'	57590.720	168710.29	0.999997222	-0.74248	30°33'44.8200	87°18'15.056	138.12
POINT 'C'	59078.252	168739.255	0.99997268	-0.74248	30°34'01.3102	87°18'40.03497	138.83

NOTICE:
 THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, F.S., AND I AM NOT PROVIDING ANY PROFESSIONAL OPINION OR TECHNICAL STANDARDS OF THE STATE OF FLORIDA RULE 5C-17.000 - 5C-17.002, THAT PERMIT CONTROL POINTS WILL BE SET AND PERMANENT REFERENCE MONUMENTS HAVE BEEN SET.

NOTICE:
 THE STATUS RECORDED IN THIS PLAT IS THE STATUS OF THE RECORDS AS OF THE DATE OF RECORDING. THE STATUS OF ANY OTHER RECORDS OR DOCUMENTS IS NOT GUARANTEED BY THE ENGINEER OR SURVEYOR.

NOTICE:
 THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

NOTICE:
 ANY PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR CABLE TELEVISION SERVICES, BEING IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177.091 (28).

NOTICE:
 THERE IS A MINIMUM 5' PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, 2.00' ON EITHER SIDE OF LOT LINES AND THERE IS A 2.00' DRAINAGE EASEMENT ALONG EACH LOT LINE.

LEGEND:
 - 4" x 4" CONCRETE MONUMENT
 - 1" x 1" CONCRETE MONUMENT L.S. 1707.3
 - 1/2" x 1/2" ALLOY CAPPED IRON ROD L.S. #7107
 - P.C.P. - PERMANENT CONTROL POINT
 - B.M. - BENCH MARK
 - P.S. - POINT OF SIGHT
 - P.I. - POINT OF INTERSECTION
 - P.C. - POINT OF CURVATURE
 - P.T. - POINT OF TANGENCY
 - I.C.P. - INTERSECTION CURVATURE
 - L.C.S. - LICENSED BUSINESS

CRICKET RIDGE UNIT #1
 (PLAT BOOK 13, PAGE 64)
 BLOCK "A"
 DESCRIPTION:
 THE FIELD NINE, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AS LOCATED IN PLAT BOOK 4 AT PAGE 61 OF THE PUBLIC RECORDS OF SAID COUNTY.

NOTE:
 THE STATUS RECORDED IN THIS PLAT IS THE STATUS OF THE RECORDS AS OF THE DATE OF RECORDING. THE STATUS OF ANY OTHER RECORDS OR DOCUMENTS IS NOT GUARANTEED BY THE ENGINEER OR SURVEYOR.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Consent Item #: 1.

Growth Management Report

Date: 03/03/2011
Issue: Schedule Public Hearing
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

That the Board authorize the scheduling of the following Public Hearing(s):

Thursday, April 7, 2011

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on March 7, 2011.

1. Case No.: Z-2011-03
Location: 207, 209, and 211 Yoakum Court
Property Reference No.: 46-1S-30-2001-014-001, 46-1S-30-2001-015-001,
46-1S-30-2001-016-001
Property Size: 0.53 (+/-) acres
From: R-6, Neighborhood Commercial and Residential District (cumulative),
High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative)
(25 du/acre)
FLU Category: MU-1, Mixed Use-1
Commissioner District: 3
Requested by: Tom Hammond, Agent for
Jennifer Streckel, Owner

2. Case No.: Z-2011-04
Location: 831 Trammel Blvd, 1000 Blk Trammel Blvd, and 825 Diamond Dairy Rd
Property Reference No.: 26-1S-30-2101-001-034, 26-1S-30-2101-003-034,
26-1S-30-2101-000-034
Property Size: 0.63 (+/-) acres
From: R-5, Urban Residential/Limited Office District (cumulative), High
Density (20 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)

FLU Category: MU-1, Mixed Use-1
Commissioner District: 3
Requested By: Khalifah Mohamed, Agent for Mohamed A. Mohamed, Owner

3. Case No.: 2011-05

Location: 6751 N Palafox St
Property Reference No.: 27-1S-30-3101-003-053
Property Size: 1.63 (+/-) acres
From: R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner District: 3
Requested by: Glynn Clark, Agent for Debra P. Buckley, Owner

2. 5:46 p.m. - Public Hearing - LDC Ordinance - Articles 3,6 & 7 "Outside Sales and Storage"
 3. 5:47 p.m. - Public Hearing - LDC Ordinance - Articles 3,6 & 9 "Single Family Living"
-

AI-470

Item #: 10.

BCC Regular Meeting

Date: 03/03/2011

SUBJECT:

Attachments

County Administrator's Report

COUNTY ADMINISTRATOR'S REPORT
March 3, 2011

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Community & Environment Bureau - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve the Request for Disposition of Property concerning a Dell Latitude D620 laptop computer, Property Number 55811, currently assigned to the Extension Office, to be auctioned as surplus or properly disposed of, as described on the Disposition Form.

2. Recommendation Concerning Request for Disposition of Property for the County Administrator's Office - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve the Request for Disposition of Property for a Dell CPU, Property Identification Number 54766, and a Dell computer laptop, Property Identification Number 53522.

3. Recommendation Concerning the Request for Disposition of County Property for the Community Services Division - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve the Request for Disposition of Property for property which is described and listed on the form, with reason for disposition stated; the items are to be auctioned as surplus or properly disposed of.

4. Recommendation Concerning the Requests for Disposition of Property for the Office of Purchasing - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the three Requests for Disposition of Property for seven computers and one fax machine for the Office of Purchasing, for property which is described and listed on the Disposition Forms with Bureau and reason stated (obsolescence).

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the State of Florida, Division of Emergency Management Modification #1 to Grant Agreement, Contract Number 11-BG-05-01-27-01-136 - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the State of Florida, Division of Emergency Management Modification #1 to Grant Agreement:

A. Approve the Modification #1 to Grant Agreement, amending Paragraph 19 (j) of Contract Number 11-BG-05-01-27-01-136, to allow for the use of travel reimbursement rates established by the Escambia County Board of County Commissioners' Policy; and

B. Authorize the Chairman to execute the Modification #1 to Grant Agreement and all related documents required to implement this Grant Agreement.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330405]

2. Recommendation Concerning the State of Florida, Division of Emergency Management Modification #1 to Grant Agreement, Contract Number 11-FG-7W-01-27-01-036 - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the State of Florida, Division of Emergency Management Modification #1 to Grant Agreement:

A. Approve the Modification #1 to Grant Agreement, amending Paragraph 19 (j) of Contract Number 11-FG-7W-01-27-01-036, to allow for the use of travel reimbursement rates established by the Escambia County Board of County Commissioners' Policy; and

B. Authorize the Chairman to execute the Modification #1 to Grant Agreement and all related documents required to implement this Grant Agreement.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330409]

3. Recommendation Concerning Supplemental Budget Amendment #118 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #118, Other Grants and Projects Fund (110) in the amount of \$2,678, to recognize additional proceeds from an Agreement between Workforce Escarosa, Inc., and the Escambia County Board of County Commissioners, and to appropriate these funds for the Non-Custodial Parent Placement Program (NCP PP).

4. Recommendation Concerning Supplemental Budget Amendment #119 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #119, Transportation Trust Fund (175) in the amount of \$277,500, to recognize the estimated proceeds from the sale of Public Works Bureau equipment, and to appropriate these funds for purchasing replacement equipment.

5. Recommendation Concerning Budget Amendment #120 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve Budget Amendment #120, General Fund (001) in the amount of \$1,500,000, moving funds from the Santa Rosa Island (SRI) Drainage Project to Reserves, as a result of the recent legal ruling in favor of the residential plaintiffs on the Portofino taxation and valuation lawsuit against the Escambia County Tax Collector and Property Appraiser.

6. Recommendation Concerning Vending Machine Services - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board extend the Contract for Vending Machine Services, PD 09-10.047, to R & R Vending for one year, effective date April 8, 2011, at the current vending prices, with the snack vending commissions remaining at 20% and the 20-ounce bottles commission reduced from 35% to 25%.

7. Recommendation Concerning Pest and Rodent Control Services Contract Extension - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the Pest and Rodent Control Services Contract extension for a 24-month period, according to the terms and conditions of the original Contract, PD 07-08.056, for an annual estimated amount of \$23,842.

[Funding: Fund 001, General Fund, Object Code 53401, Cost Center 210602]

8. Recommendation Concerning Purchase Order for Accela Land Records Management Software Maintenance - T. Lloyd Kerr, AICP, Development Services Bureau Chief

That the Board approve and authorize a Purchase Order, in the amount of \$117,719, to Accela, Inc., for proprietary annual software maintenance for Escambia County.

[Funding: Fund 001, General Fund, Cost Center 140101, Information Systems - \$58,859.50 and Fund 406, Building Inspections Fund, Cost Center 250101, Permitting - \$58,859.50]

9. Recommendation Concerning the Purchase of Real Property Located at 11800 and 11860 Mobile Highway from Gregory and Linda English - Joy D. Blackmon, P.E., Bureau Chief

That the Board take the following action regarding the purchase of two parcels of real property located at 11800 and 10860 Mobile Highway (Parcel #4 = 1.68 acres / Parcel #5 = 2.63 acres / Total acreage = 4.31) from Gregory and Linda English:

A. Authorize the purchase of two parcels of real property (Parcel # 4 = 1.68 acres / Parcel # 5 = 2.63 acres / Total acreage = 4.31) from Gregory and Linda English for \$888,500, which is the average of two appraisals, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents necessary to complete the purchase, subject to Legal review and sign-off, without further action of the Board.

The property will be used as the first major, public, boat-ramp site on the lower Perdido River.

[Funding Source: Fund 352, Lost III, Account 220102/56101, Project 08NE0018 "Boat Ramps"; and Fund 110, Other Grants and Projects, Account 220807/56101, Vessel Registration Fees]

10. Recommendation Concerning a Change Order for Aero Training & Rental, Inc., for Landfill Mining, Perdido Landfill - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order:

Bureau:	Community & Environment	
Division:	Solid Waste Management	
Type:	Addition	
Amount:	\$900,000	
Vendor:	Aero Training & Rental, Inc.	
Project Name:	Landfill Mining, Perdido Landfill	
PO#	291660	
CO#	2	
Original Award Amount:		\$4,623,981.97
Original P.O. Amount:		2,200,000.00
Cumulative Amount of Change Orders thru CO #2		900,000.00
New P.O. Amount		\$3,100,000.00

[Funding: Fund 401, Solid Waste Enterprise Fund, Cost Center 220605, Object Code 56301]

11. Recommendation Concerning the Acquisition of Easements in the Olive Road/University Parkway Area and Acceptance of Funds for Pipe Material Costs from Olive Baptist Church, Inc. - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the acquisition of Easements, by donation, in the Olive Road/ University Parkway area and acceptance of funds for pipe material costs from Olive Baptist Church, Inc.:

A. Authorize staff to negotiate and resolve any matters related to or associated with the acquisition of property, by donation, for drainage Easements in the Olive Road/University Parkway area, to gather information, and to conduct inspections as needed to allow the Board's acceptance of the real property;

B. Authorize the payment of documentary stamps because the property is being acquired for governmental use, which is for Easements, and the County benefits from these acquisitions because they facilitate the installation of stormwater drainage improvements, resulting in a more efficient stormwater drainage system and the enhancement of the quality of life for the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the acquisition of these properties, including but not limited to a title search and recording of documents;

D. Authorize the acceptance of funds from Olive Baptist Church, Inc., in the amount of \$13,437.50, for the cost of the pipe material;

E. Authorize staff to proceed with the project upon receipt of funds and the required Easement; and

F. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Easements as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal review and sign-off.

The area lying northwest of Olive Road and University Parkway has a history of stormwater drainage issues. Olive Baptist Church, Inc., plans to implement site improvements and is working with the County to minimize future impact to the drainage system in the area. The County has identified an area of need for a drainage Easement along the northern boundary of a portion of the Olive Baptist Church, Inc., property. Olive Baptist Church, Inc., has agreed to convey an Easement to the County and provide \$13,437.50 for the pipe material. [Funding Source: Fund 181, "Master Drainage Basin VII", Account 210725/56301]

12. Recommendation Concerning the Operation of the Pensacola Transfer Station - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action concerning the Pensacola Transfer Station:

- A. Authorize the County Administrator to approve the Escambia County Solid Waste Management Division to continue to operate the Pensacola Transfer Station upon culmination of the Legal Settlement Agreement between Allied Waste Services of North America, LLC, and Escambia County, effective April 15, 2011;
- B. Reject all bids received on February 8, 2011, for PD 10-11.012, Palafox Street Transfer Station Operations; and
- C. Authorize the County to Piggyback off the National Joint Powers Alliance (NJPA) Contract, IFB# 092409, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Award approval and threshold authority, for the purpose of awarding a Purchase Order to Thompson Tractor Company, Inc., for the acquisition of one Caterpillar 966H Wheel Loader, in the total amount of \$391,814.15, for Solid Waste Management.

[Fund 401, Solid Waste Enterprise, Cost Center 220612, Object Code (Multiple)]
[Fund 401, Solid Waste Enterprise, Cost Center 220612, Object Code 56401 - \$391,814.15]

III. For Discussion

1. Recommendation Concerning Federal Lobbying Services for Escambia County - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Federal Lobbying Services for Escambia County:

A. Authorize the engagement of a firm to provide Federal Lobbying Services for Escambia County Board of Commissioners for the period of 12 months, beginning March 3, 2011, for an amount not to exceed \$84,000; and

B. Approve the ranking, as follows, and authorize the County Administrator to execute an Agreement with the firm which ranked #1 for the Request for Proposal PD 10-11.001:

1. The MWW Group
2. Alcalde & Faye
3. Blank & Rome Government Relations, LLC

[Funding: Fund 102, Economic Development Fund, Cost Center 360704]



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 1.

County Administrator's Report

Date: 03/03/2011
Issue: Request for Disposition of Property
From: Keith Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Community & Environment Bureau - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve the Request for Disposition of Property concerning a Dell Latitude D620 laptop computer, Property Number 55811, currently assigned to the Extension Office, to be auctioned as surplus or properly disposed of, as described on the Disposition Form.

BACKGROUND:

The Dell Latitude D620 laptop computer, PN 55811, was received at the Extension Office in April 2007. In May/June 2010 the laptop quit working. The University of Florida IT Expert determined that the motherboard had gone bad in the unit. Several months later, this was confirmed by the County's IT tech. Extension was notified by County IT that the laptop would cost more to repair rather than replace. This action is to officially remove it from Extension's property asset list. The Extension Office is currently awaiting a replacement laptop computer from County IT.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

EXT-Dell Laptop PN55811-Disposition

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: CEB/Extension COST CENTER NO: 221201

Felicia A. Knight-Marlow DATE: 02-10-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-475-5230

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

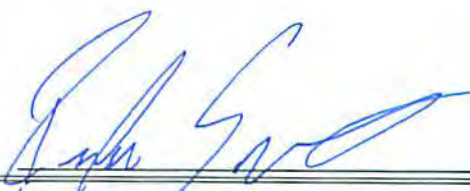
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55811	Dell Latitude Laptop	1J47SC1	D620	2007	Non-working


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Rufus Smith
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 02-10-11 Information Technology Technician Signature: 

TO: County Administration Date: 2-11-11
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name) Keith Wilkins, REP, Interim

RECOMMENDATION: Date: 2/14/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver, CPA PE, County Administrator
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date _____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 2.

County Administrator's Report

Date: 03/03/2011
Issue: Disposition of Surplus County Property
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property for the County Administrator's Office - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve the Request for Disposition of Property for a Dell CPU, Property Identification Number 54766, and a Dell computer laptop, Property Identification Number 53522.

BACKGROUND:

The items listed on the attached Request for Disposition of Property have been checked and declared unusable by Information Technology. The Request for Disposition of Property has been signed by all applicable authorities, including Information Technology and the County Administrator or his designee.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and Board Policy, Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the item will be disposed of according to the Disposition of County Property Policy.

Attachments

CAO Property Disposition

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: BCC/County Administration COST CENTER NO: 110302

Cheryl Lively, Program Coordinator DATE: 27-Jan-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-595-4947

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53522	Dell Latitude Laptop Computer	BC2W261	Latitude D505	2004	Fair
Y	54766	Dell Optiplex GX620 CPU	6T83181	Optiplex GX620	2006	Fair

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): DAVID SCRUGGS
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4 FEB 11 Information Technology Technician Signature: 

TO: County Administration Date: _____
 FROM: Escambia County Bureau Bureau Chief (Signature): _____

Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 2/7/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver, County Administrator
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 3.

County Administrator's Report

Date: 03/03/2011
Issue: Request for Disposition of Property
From: Keith Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of County Property for the Community Services Division - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve the Request for Disposition of Property for property which is described and listed on the form, with reason for disposition stated; the items are to be auctioned as surplus or properly disposed of.

BACKGROUND:

The property at issue are asset #43741, an air conditioning/heating unit purchased in 1996 for a since-renovated community center; asset #48704, a fax machine purchased in 2000 with grant funds from the Non-Custodial Parent Placement Program (NCPMP) grant; and asset #48705, a multifunction printer/copier also purchased in 2000 with the same funds as the previous asset. With the termination of the NCPMP grant in June 2010, assets #48704 and #48705 reverted back to the State of Florida as the issuer of the grant, and are no longer County property.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Property Form

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Community & Environment/Community Services

COST CENTER NO: 220201

Carla Jones

DATE: 10-Feb-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Carla Jones* Phone No: 595-3130

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	43741	Air Conditioner/Heat	L95527164	PGA090H2H	1996	
N	48704	Fax Laser		Sharp FD-5550	2000	
N	48705	Digital Copier/Printer		Sharp AR-286	2000	

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 2-11-11
 FROM: Escambia County Bureau Bureau Chief (Signature): *Keith Wilkins*

Bureau Chief (Print Name) Keith Wilkins, Interim Bureau Chief

RECOMMENDATION:

TO: Board of County Commissioners
 FROM: County Administration

Date: 2/15/11
Charles R. Oliver
 Charles R. "Randy" Oliver, CPA PE, County Administrator
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 4.

County Administrator's Report

Date: 03/03/2011
Issue: Disposition of Surplus County Property
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Office of Purchasing - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the three Requests for Disposition of Property for seven computers and one fax machine for the Office of Purchasing, for property which is described and listed on the Disposition Forms with Bureau and reason stated (obsolescence).

BACKGROUND:

Surplus Property for the Office Of Purchasing for property which is described and listed on the Disposition Forms with Bureau and reason stated.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and Board Policy, Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

NA

Attachments

Disposition Forms

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Management & Budget COST CENTER NO: 140701

Claudia Simmons DATE: 2-18-2011
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Claudia Simmons* Phone No: 595-4987

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	054756	Latitude D510 Laptop	1NWGF91	LAT D510	2006	Obsolete
Y	053715	Optiplex SX280 Computer	8284Y61	DCTR	2005	Motherboard
Y	053524	Latitude D800 Laptop	JG2W261	LATD800	2004	Obsolete
Y	054078	D510 Laptop	2FN6W71	LATD510	2005	Obsolete
Y	053917	D505 Laptop	D4Q7971	LATD505	2005	Obsolete
Y	054544	Latitude D510 Laptop		LAT510	2005	Bad VideoPORT & CARD

Disposal Comments: obsolete

INFORMATION TECHNOLOGY (IT Technician): *Greg Gay*
Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: *DX*

TO: County Administration Date: 2/22/11
FROM: Escambia County Bureau Bureau Chief (Signature): *Dy Lora*
Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 2/23/11
TO: Board of County Commissioners
FROM: County Administration
Charles R Oliver
Charles "R" Randy Oliver, CPA, P.E., County Administrator
County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
Clerk & Comptroller's Finance Signature of Receipt Date

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Management & Budget COST CENTER NO: 140701

Claudia Simmons DATE: 2-18-2011
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Claudia Simmons Phone No: 595-4987

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57004	Optiplex 755 Computer			2008	Obsolete

Disposal Comments: obsolete

INFORMATION TECHNOLOGY (IT Technician): Greg Gay
Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: [Signature]

TO: County Administration Date: 2/23/11
FROM: Escambia County Bureau Bureau Chief (Signature): [Signature]
Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 2/23/11
TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles "R" Randy Oliver, CPA, P.E., County Administrator
County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
Clerk & Comptroller's Finance Signature of Receipt Date

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Management & Budget COST CENTER NO: 140701

Claudia Simmons DATE: 2-18-2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Claudia Simmons* Phone No: 595-4987

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	052481	Laser Fax Machine	37101916	FODC600	2003	Paper Roller B:

Disposal Comments: obsolete

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: N/A

TO: County Administration Date: 2/23/11
 FROM: Escambia County Bureau Bureau Chief (Signature): *Amy Lovay*
 Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 2/23/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles "R" Randy Oliver, CPA, P.E., County Administrator
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 1.

County Administrator's Report

Date: 03/03/2011
Issue: State of Florida, Division of Emergency Management Modification #1 to Grant Agreement, Contract Number 11-BG-05-01-27-01-136
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management Modification #1 to Grant Agreement, Contract Number 11-BG-05-01-27-01-136 - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the State of Florida, Division of Emergency Management Modification #1 to Grant Agreement:

- A. Approve the Modification #1 to Grant Agreement, amending Paragraph 19 (j) of Contract Number 11-BG-05-01-27-01-136, to allow for the use of travel reimbursement rates established by the Escambia County Board of County Commissioners' Policy; and
- B. Authorize the Chairman to execute the Modification #1 to Grant Agreement and all related documents required to implement this Grant Agreement.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330405]

BACKGROUND:

Section 112.061, Fla. Stat. has recently been re-interpreted by the State of Florida, Division of Emergency Management Attorney rendering locally approved travel reimbursement rates, specifically GSA rates, ineligible for reimbursement within the grant. As a result, the State requires a modification to the contract to allow travel reimbursement rates, as established by Escambia County Board of County Commissioners policy, to be eligible within the grant.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

This grant is being coordinated with the State of Florida, Division of Emergency Management.

Attachments

Mod. #1 Agreement

MODIFICATION #1 TO GRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and the Escambia County ("the Recipient) to modify the Division's Contract Number 11-BG-05-01-27-01-136 dated November 19, 2010, ("the agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a sub grant of \$77,043 to Recipient; and

WHEREAS, the Agreement expires on June 30, 2011; and

WHEREAS, the Division and the Recipient desire to modify the Agreement by amending Paragraph 19 (j) to allow the Recipient to utilize their own travel reimbursement policies;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 19 (j), page 13 which states: "Any bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat" is hereby deleted in its entirety.
2. Paragraph 19(j) shall now read as follows: "Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict."
3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
4. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT: ESCAMBIA COUNTY

Board of County Commissioners
Escambia County, Florida

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Date BCC Approved: _____
Date BCC Executed: _____

Deputy Clerk

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

BY: _____

NAME AND TITLE: _____

DATE: _____

This document approved as to form and legal sufficiency

By Justin Hud

Title ACJ

Date 1/31/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 2.

County Administrator's Report

Date: 03/03/2011
Issue: State of Florida, Division of Emergency Management Modification #1 to Grant Agreement, Contract Number 11-FG-7W-01-27-01-036
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management Modification #1 to Grant Agreement, Contract Number 11-FG-7W-01-27-01-036 - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the State of Florida, Division of Emergency Management Modification #1 to Grant Agreement:

- A. Approve the Modification #1 to Grant Agreement, amending Paragraph 19 (j) of Contract Number 11-FG-7W-01-27-01-036, to allow for the use of travel reimbursement rates established by the Escambia County Board of County Commissioners' Policy; and
- B. Authorize the Chairman to execute the Modification #1 to Grant Agreement and all related documents required to implement this Grant Agreement.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330409]

BACKGROUND:

Section 112.061, Fla. Stat. has recently been re-interpreted by the State of Florida, Division of Emergency Management Attorney rendering locally approved travel reimbursement rates, specifically GSA rates, ineligible for reimbursement within the grant. As a result, the State requires a modification to the contract to allow travel reimbursement rates, as established by Escambia County Board of County Commissioners policy, to be eligible within the grant.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

This grant is being coordinated with the State of Florida, Division of Emergency Management.

Attachments

Mod. #1

MODIFICATION #1 TO GRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and the Escambia County ("the Recipient") to modify the Division's Contract Number 11-FG-7W-01-27-01-036 dated September 20, 2010, ("the agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a sub grant of **96,370** to Recipient; and

WHEREAS, the Agreement expires on June 30, 2011; and

WHEREAS, the Division and the Recipient desire to modify the Agreement by amending Paragraph 19 (j) to allow the Recipient to utilize their own travel reimbursement policies;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 19 (j), page 12 which states: "Any bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat" is hereby deleted in its entirety.
2. Paragraph 19(j) shall now read as follows: "Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict."
3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
4. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT: ESCAMBIA COUNTY

**Board of County Commissioners
Escambia County, Florida**

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

Kevin W. White, Chairman

Deputy Clerk

Date BCC Approved: _____

Date BCC Executed: _____

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

BY: _____

NAME AND TITLE: _____

DATE: _____

This document approved as to form and legal sufficiency

By Ernie Lee Magaha

Title ACA

Date 1/31/11



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 3.

County Administrator's Report

Date: 03/03/2011
Issue: Supplemental Budget Amendment #118 - Non-Custodial Parent Placement (NCPMP) Grant Agreement
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #118 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #118, Other Grants and Projects Fund (110) in the amount of \$2,678, to recognize additional proceeds from an Agreement between Workforce Escarosa, Inc., and the Escambia County Board of County Commissioners, and to appropriate these funds for the Non-Custodial Parent Placement Program (NCPMP).

BACKGROUND:

The Non-Custodial Parent Placement Program helps individuals that are court ordered to pay child support with job placement and/or placement in higher paying jobs if they are currently employed. This grant-funded program is housed under the Community & Environment Bureau.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$2,678.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#118

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the County was awarded additional grant funds from an agreement between Workforce Escarosa, Inc. and Escambia County Board of County Commissioners for the Non-Custodial Parent Placement Program, and these funds must be recognized and appropriated accordingly

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Non-Custodial Parent Place Prog.	110	331611	2,678
Total			\$2,678

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Current Charges & Obligations	110/220203	54901	2,678
Total			\$2,678

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#118



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 4.

County Administrator's Report

Date: 03/03/2011
Issue: Supplemental Budget Amendment #119 – Equipment Sale Proceeds
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #119 - Amy Lovoy,
Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #119, Transportation Trust Fund (175) in the amount of \$277,500, to recognize the estimated proceeds from the sale of Public Works Bureau equipment, and to appropriate these funds for purchasing replacement equipment.

BACKGROUND:

The Escambia County Public Works Bureau will be auctioning old equipment and replacing it with new equipment. Sale proceeds are expected to be \$277,500 and these funds are being appropriated back to Public Works to help cover the cost of the replacement equipment.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$277,500.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

sba119

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2011-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County will receive proceeds from the sale of Road Department equipment , and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

<u>Transportation Trust</u> Fund Name	<u>175</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Sale of Equipment	175	364002	\$277,500
Total			\$277,500

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	175/210405	56401	\$277,500
Total			\$277,500

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 5.

County Administrator's Report

Date: 03/03/2011
Issue: Budget Amendment #120 - SRI Drainage Funds
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #120 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve Budget Amendment #120, General Fund (001) in the amount of \$1,500,000, moving funds from the Santa Rosa Island (SRI) Drainage Project to Reserves, as a result of the recent legal ruling in favor of the residential plaintiffs on the Portofino taxation and valuation lawsuit against the Escambia County Tax Collector and Property Appraiser.

BACKGROUND:

Recently the courts ruled in favor of the residential plaintiffs on the Portofino lawsuit. As a result, approximately \$1,500,000 in Ad-Valorem funds may have to be refunded to the plaintiffs. These funds will be set aside in a reserve account pending the final outcome of the case. The Escambia County Tax Collector and Property Appraiser have appealed this ruling currently, a date for the re-hearing has not been set at this time.

BUDGETARY IMPACT:

This amendment transfers funds from from the SRI Drainage Improvments to Reserves pending the final outcome of the appeal of the Portofino Residential Lawsuit.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SRI Drainage Funds

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#120**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Bureau Chief				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 001/General Fund/SRIA Drainage
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Improvements Other than Bldgs.		211106	56301	1,500,000
Total				<u>\$1,500,000</u>

Transfer To: Fund 001/General Fund/Non-Departmental
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Reserves for Operating		110201	59805	1,500,000
Total				<u>\$1,500,000</u>

Detailed Justification:
 Funds are being reallocated from the Santa Rosa Island Drainage Project to Reserves for Operating due to a recent ruling by Judge Bell.
 The Judge ruled in favor of the plaintiff regarding taxation and valuation of the Portofino Complex on Pensacola Beach, as a result the loss in Ad-Valorem is calculated at \$1,500,000, these funds will be now be set aside in reserves pending the final outcome of the case. It is currently in appeal by the County Tax Collector and Property Appraiser.

OMB Analyst

Budget Manager

Bureau Chief



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 6.

County Administrator's Report

Date: 03/03/2011
Issue: Vending Machine Services PD 09-10.047
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Vending Machine Services - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board extend the Contract for Vending Machine Services, PD 09-10.047, to R & R Vending for one year, effective date April 8, 2011, at the current vending prices, with the snack vending commissions remaining at 20% and the 20-ounce bottles commission reduced from 35% to 25%.

BACKGROUND:

Discussions were held with employee, contractor and purchasing representatives to discuss a request for an increase in prices for vending machine products from the contractor. It was the consensus of the employee representatives they prefer the current vending prices remain the same and accept the reduction from 35% to 25% in the 20 ounce bottle commissions with the understanding it will reduce the amount of dollars going into the Employee Appreciation Fund. Snack commissions remain the same at 20%.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

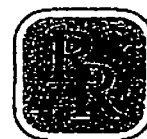
NA

Attachments

R & R Vending Prices



R & R VENDING



P.O. BOX 7591 • PENSACOLA, FLORIDA 32534 • (850) 484-5598

The following is a Breakdown of the Changes:

20oz Bottles

Price	Commission @ \$ 1.00	Commission @ \$1.25	Commission Inc.
\$1.00 to \$1.25	\$24.00/cs x 35%= \$8.00	\$30.00/cs x 35% = \$10.50	\$2.50/cs

12oz cans

Price	Commission @ \$.60	Commission @ \$.75	Commission Inc.
\$.60 to \$.75	\$14.40/cs x 35% = \$5.04	\$18.00/cs x 35% = \$6.30	\$1.26/cs

All chocolate candies will be raised from \$.75 to \$.80

Average Monthly Commission on same sales @ 35% with price increase

Old Price	New Price	Increase
\$1,800.00	\$2,250.00	\$450.00

You will benefit from the price change with increased commission.

The only other solution is a reduction of commission rate to 25% to keep the same prices.

Average Monthly Commission on same sales @ 25% with no price increase.

Old Price @35%	Old Price @25%	Decrease
\$1,800.00	\$1,620.00	\$180.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 7.

County Administrator's Report

Date: 03/03/2011
Issue: Pest and Rodent Control Services Contract Extension, PD 07-08.056
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pest and Rodent Control Services Contract Extension - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the Pest and Rodent Control Services Contract extension for a 24-month period, according to the terms and conditions of the original Contract, PD 07-08.056, for an annual estimated amount of \$23,842.

[Funding: Fund 001, General Fund, Object Code 53401, Cost Center 210602]

BACKGROUND:

An Invitation to Bid was advertised in the Pensacola News Journal on March 9, 2008, and mailed on March 10, 2008, for Pest and Rodent Control Services, PD 07-08.056. The terms of the Contract are 36 months with 2-12 month extensions. The solicitation was sent to 20 vendors and 1 bid was received and opened on April 9, 2008.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Object Code 53401, Cost Center 210602]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Facilities Maintenance is the administrator for this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County, FL Code of Ordinance Chapter 46 Finance, Article II Purchases and Contracts, Division 3 Procedures, Section 46-85.

IMPLEMENTATION/COORDINATION:

Purchasing will issue the Purchase Orders.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 8.

County Administrator's Report

Date: 03/03/2011
Issue: Purchase Order for Accela Land Records Management Software Maintenance
From: T. Lloyd Kerr, AICP
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Order for Accela Land Records Management Software Maintenance - T. Lloyd Kerr, AICP, Development Services Bureau Chief

That the Board approve and authorize a Purchase Order, in the amount of \$117,719, to Accela, Inc., for proprietary annual software maintenance for Escambia County.

[Funding: Fund 001, General Fund, Cost Center 140101, Information Systems - \$58,859.50 and Fund 406, Building Inspections Fund, Cost Center 250101, Permitting - \$58,859.50]

BACKGROUND:

Each year, the Development Services Bureau, Building Inspections Division, and Management and Budget Services Bureau, Information Technology Division, share equally in the cost of the annual Accela land records management software maintenance fees for all users in Escambia County. The Maintenance Agreement with Accela, Inc. covers all upgrades and software improvements and releases related to its software. County staff has carefully examined the Maintenance Agreement and determined that it will be beneficial to Escambia County to renew the Maintenance Agreement for all users.

BUDGETARY IMPACT:

Funds are available in Fund 001 General Fund, Cost Center 140101 Information Systems, and Fund 406 Building Inspections Fund, Cost Center 250101 Permitting.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

No Implementation Required

The Building Inspections Division of the Development Services Bureau and the Information Technology Division of the Management and Budget Services Bureau will coordinate efforts on behalf of the County.

Attachments

Invoice 2010

IT Approval



Remit To:
Accela, Inc
 #774375, 4375 Solutions Center
 Chicago, IL 60677-4003

Invoice	MR052456
Date	10/28/2010
Page	1

Bill To:

Escambia County
 S. Dale Baker
 Building Inspections Division
 P.O. Box 17248
 Pensacola FL 32522-7248

Ship To:

Escambia County
 S. Dale Baker
 Building Inspections Division
 P.O. Box 17248
 Pensacola FL 32522-7248

Purchase Order No.	Customer ID	Salesperson ID	Contract No.	Due Date	Payment Terms
	ESCAMBIA,CO,FL	02-2005		12/22/2010	Net 55
Item Number	Description	Quantity	Discount	Unit Price	Ext. Price
AA_MAINT_AUTOMATION	AA_MAINT_CITIZEN ACCESS	1.00	\$0.00	\$10,078.00	\$10,078.00
AA_MAINT_AUTOMATION	AA_MAINT_LAND MANAGEMENT	95.00	\$0.00	\$516.72	\$49,088.00
AA_MAINT_AUTOMATION	AA_MAINT_LICENSING MODULE	5.00	\$0.00	\$2,138.20	\$10,691.00
AA_MAINT_AUTOMATION	AA_MAINT_ACCELA WIRELESS	40.00	\$0.00	\$561.13	\$22,445.00
AA_MAINT_AUTOMATION	AA_MAINT_ACCELA GIS	100.00	\$0.00	\$143.07	\$14,307.00
AA_MAINT_AUTOMATION	AI_MAINT_ACCELA IVR	1.00	\$0.00	\$11,110.00	\$11,110.00
	The Maintenance Fees are for the period: December 22, 2010 to December 21, 2011.				

Please direct invoice inquiries to the
 Accounts Receivable Dept. at (925) 659-3275
 or send an email to:
 accountsreceivable@accela.com

WIRING INSTRUCTIONS
 Wells Fargo Bank
 For credit to: Accela, Inc.
 Account: 412-1765507
 ABA: 121000248

Subtotal	\$117,719.00
Trade Discount	\$0.00
Tax	\$0.00
Freight	\$0.00
Misc	\$0.00
Total	\$117,719.00

Gerald K Wooten

From: Veronica V. Fountain
Sent: Wednesday, February 02, 2011 12:26 PM
To: Gerald K Wooten
Cc: David A. Musselwhite
Subject: Re: Accela Invoice Payment

Good Afternoon Gerald

Yes that will be fine. The cost center is still 140101. If you would please let me know the purchase order number I would appreciate it. Thanks

*Veronica Von-jola Fountain
Information Technology Dept.
Escambia County BOCC
Office (850) 595-4659
Fax (850) 595-0472*

Gerald K Wooten

From: Deana E. Stallworth
Sent: Wednesday, February 02, 2011 9:38 AM
To: Gerald K Wooten; David A. Musselwhite
Cc: Sherman D. Baker
Subject: RE: Accela Maintenance Agreement invoice

Hi Gerald!

Great to hear from you. I'm sorry, I no longer work in IT. I work in Community & Environment Bureau now, but I've copied David Musselwhite on this, so hopefully you'll be hearing from him soon regarding this Accela maintenance renewal. For what it's worth, that's the right cost center, but he'll still need to approve the usage. Thanks!

Deana

From: Gerald K Wooten
Sent: Wednesday, February 02, 2011 9:28 AM
To: Deana E. Stallworth
Cc: Sherman D. Baker
Subject: Accela Maintenance Agreement invoice

Good morning Deana!

Dale Baker asked me to proceed with the payment of the invoice to Accela for the annual maintenance of the Accela Software. The invoice amount is for \$117,719.00 and BID budgeted 50% at \$58,860 from Fund 406.

Last year I used Cost Center 140101 in Fund 001 to pay IT's portion. Please let me know if it is ok for me to use this same cost center, or if I need to use another one.

Once I hear from you I will begin with the recommendation since this will exceed the \$50K threshold.

Thanks,
Gerald

Gerald K. Wooten
Accountant
Building Inspections Division
Escambia County Development Services Bureau
Phone # (850)595-3586
Fax # (850) 595-3589

Escambia County is striving to maintain a high level of Customer Service and we would like to hear about your experience with us. Please complete our on-line customer service survey at the bottom of our webpage:

<http://www.myescambia.com/Bureaus/PublicInformation/Surveys.html>



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 9.

County Administrator's Report

Date: 03/03/2011
Issue: Purchase of Real Property Located at 11800 and 11860 Mobile Highway from Gregory and Linda English
From: Joy D. Blackmon, P.E., Bureau Chief
Organization: Public Works-Infrastructure Branch
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Real Property Located at 11800 and 11860 Mobile Highway from Gregory and Linda English - Joy D. Blackmon, P.E., Bureau Chief

That the Board take the following action regarding the purchase of two parcels of real property located at 11800 and 10860 Mobile Highway (Parcel #4 = 1.68 acres / Parcel #5 = 2.63 acres / Total acreage = 4.31) from Gregory and Linda English:

A. Authorize the purchase of two parcels of real property (Parcel # 4 = 1.68 acres / Parcel # 5 = 2.63 acres / Total acreage = 4.31) from Gregory and Linda English for \$888,500, which is the average of two appraisals, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents necessary to complete the purchase, subject to Legal review and sign-off, without further action of the Board.

The property will be used as the first major, public, boat-ramp site on the lower Perdido River.

[Funding Source: Fund 352, Lost III, Account 220102/56101, Project 08NE0018 "Boat Ramps"; and Fund 110, Other Grants and Projects, Account 220807/56101, Vessel Registration Fees]

BACKGROUND:

Meeting in regular session on January 7, 2010, the Board approved a recommendation (which had been presented to the Committee of the Whole on December 17, 2009), authorizing staff to initiate the purchase process for two parcels of property located at 11800 and 11860 Mobile Highway, owned by Gregory and Linda English (Parcel # 4 consists of 1.68 acres with residential structures and Parcel # 5 consists of 2.63 acres with residential structures for a total acreage of 4.31 acres.) The property will be used as the first major public boat ramp site on the lower Perdido River.

Two appraisals were obtained, one by Staff, which placed a total value of \$665,000 for both parcels; and one by Gregory and Linda English, which placed a total value of \$1,112,000 for both parcels. The property owners indicated that they are amendable to the average of the two appraisals (\$888,500.) Meeting in regular session on February 18, 2010, the Board authorized staff to make an offer to purchase this property for the average of the two appraisals in the amount of \$888,500. The property owners agreed to the offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board authorization to proceed with this acquisition. Any offer approved by the Board shall include that the property owners will be responsible for the payment of closing costs of documentary stamps and that the property owners respond within 30 days from the date of the offer.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352, Lost III, Account 220102/56101, Project 08NE0018 "Boat Ramps", and Fund 110, Other Grants and Projects, Account 220807/56101, Vessel Registration Fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139, Escambia County Code of Ordinances.

Contract

acq. checklist

BCC minutes -2/18/10

Parcel# 4 information

Parcel# 5 information

Parcel #4 appraisal

Parcel # 5 appraisal

2nd appraisal parcel #4

2nd appraisal parcel # 5

title work parcel #4

title work parcel # 5

map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between GREGORY S. ENGLISH, and LINDA J. ENGLISH, husband and wife, whose address is 8828 Klondike Road, Pensacola, Florida 32526 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Eight Hundred and Eighty Eight Thousand and Five Hundred Dollars (\$888,500.00), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers);

Survey (Sellers); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or

performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Sellers until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:

Gregory S. English and
Linda J. English
8828 Klondike Road
Pensacola, FL 32526

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Sellers warrant delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal

[Handwritten signature]

Witness

Rachel Wolfe

Print Name

Jackie P. Duelle

Witness

Jackie P. Duelle

Print Name

SELLERS:

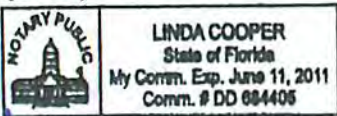
[Handwritten signature]
GREGORY S. ENGLISH

Date: 12/27/10

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of December, 2010, by Gregory S. English. He is personally known to me, produced current _____ as identification.

(Notary Seal)



Linda Cooper

Signature of Notary Public

Linda Cooper

Printed Name of Notary Public

Witness

Rachel Wolfe

Print Name

Jackie P. Duelle

Witness

Jackie P. Duelle

Print Name

Linda J. English

LINDA J. ENGLISH

Date: 12/27/2010

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of December, 2010, by Linda J. English. She is personally known to me, produced current _____ as identification.

(Notary Seal)



Linda Cooper

Signature of Notary Public

Linda Cooper

Printed Name of Notary Public

Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Jan. 31, 2011

EXHIBIT "A"

Commencing at the Southeast corner of Lot Seven (7), Section Ten (10), Township One (1) South, Range Thirty Two (32) West, thence West along the South line of said Lot 7 a distance of 820.43 feet; thence North 3 deg 09' West a distance of 94.32 feet to the North right-of-way line of State Road No. 10; thence South 86 deg 51' West along State Road No. 10 a distance of 450 feet for the Point of beginning of this description; thence continue South 86 deg 51' West a distance of 150 feet; thence North 3 deg 09' West a distance of 354 feet to the Perdido River; thence Easterly along said River 150 feet, more or less, to a line that is North 3 deg 09' West from the point of beginning; thence South 3 deg 09' East a distance of 342 feet to the point of beginning, less the South 30 feet for road right of way. This property is described according to an unrecorded survey made by J. W. Cook, Registered Land Surveyor, dated May 22, 1961.

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said lot a distance of 820.43 feet; thence North 94.32 feet to the North right-of-way line of State Road 10; thence South 89 degrees 51 minutes West along said right of way line 600 feet to the point of beginning; thence continue South 89 deg 51' West a distance of 75 feet; thence North 3 deg 09' West a distance of 336 feet more or less to Perdido River; thence Easterly along said river to a point North 3 deg 09' West a distance of 354 feet more or less from point of beginning; thence South 3 deg 09' East a distance of 354 feet to point of beginning, being Lot 26 of an unrecorded subdivision known as Hudson Subdivision.

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said Lot a distance of 820.43 feet; thence North 94.32 feet to the North right of way line of State Road 10; thence South 89 degrees 51 minutes West along said right of way line 675 feet to point of beginning; thence continue South 89 degrees 51minutes West a distance of 75 feet; thence North 3 deg 09' West a distance of 262 feet to Perdido River; thence Easterly along said river to a point North 3 deg 09' West a distance of 336 feet more or less from point of beginning; thence South 3 degrees 09 minutes East a distance of 336 feet to point of beginning. Being Lot 27 of an unrecorded subdivision.

The Westerly 20 feet of the following described property:

Commence at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, thence West along South line of said Lot 7 a distance of 820.43 feet; thence North a distance of 94.32'; thence South 86 deg 51' West along State Road No. 10 a distance of 150 feet to the Point of Beginning of this description; thence continue South 86 deg 51' West a distance of 300 feet; thence North 3 deg 09' West a distance of 342 feet to Perdido River; thence Easterly along said river to a line that is North 3 deg 09' West from the Point of Beginning; thence South 3 deg 09' East a distance of 292 feet to the Point of Beginning, all lying and being in Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

Commence at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, thence West along the South line of said Lot 7 for 820.43 feet; thence North for 94.32 feet; thence South 86° 51' 00" West along the North right of way line of State Road #10 for 260.00 feet and Point of Beginning; thence North 15° 08' 00" East for 180.00 feet to an iron rod and cap; thence North 08° 33' 49" West for 107.35 feet to the waters edge of "Perdido River" and point hereafter designated Point "A"; thence from the beginning point run South 86° 51' 00" West for 170.00 feet to an iron rod and cap; thence North 03° 09' 00" West for 316.10 feet to the waters edge of "Perdido River"; thence Easterly along the meanderings of said waters edge to Point "A" and the terminous of this description.

Also included the following easement:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, thence West along the South line of said Lot 7 for 820.43 feet; thence North 94.32 feet; thence South 86° 51' 00" West along the North right of way line of State Road # 10 for 200.00 feet and Point of Beginning of a non-exclusive easement for ingress and egress; thence continue South 86° 51' 00" West for 60.00 feet; thence North 15° 08' 16" East for 120.00 feet; thence Southeasterly to the Point of Beginning.



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 11800 and 11860 Mobile Hwy (Ruby's Fish Camp)

County Administrator (or designee) - Appraisals

Appraiser (1): BRANTZKY & ASSOC.
Date of appraisal: JULY 17, 2009
Appraised value: \$ 665,000
Received by: Larry Goodwin
Comments: _____

Appraiser (2): PRILLER & ASSOC. & McCALL REALTY
Date of appraisal: 9-11-09 / 9-28-09
Appraised value: \$51,112,000
Received by: Larry Goodwin
Comments: _____

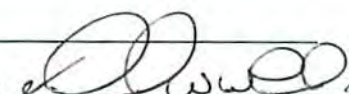
County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 11-1-2010
Received by: DOYLE BUTLER
Comments: ACCEPT THE FINDING BY WETLANDS SCIENCE
NO ISSUES & NO FURTHER REVIEW REQUIRED

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection Deputy Bureau Chief's Signature

Inspected by: William Turner, Maintenance Division Manager
Date: 11/30/2010
Comments: See attached inspection report dated 12/06/2010

 12/06/10
David W. Wheeler, CFM

Risk Management Department - Property Inspection

Inspected by: _____
Date: Attached
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCADO
Date: 02-11-2011
Comments: REVIEWED COPY OF BOUNDARY SURVEY

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352, Last III, Account 220102/56101,
Verified by: _____
Date: Project 08NE0018 "Boat Ramps"
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Gregory and Linda J. English / Account: 102455000-Parcel 4 & Account: 102449500-Parcel 5

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner
Date: 11-30-2010
Comments: Several items of potential liability were noted. A pond, underground utilities need to be located, potential for flooding due to the proximity of the river, and the structural integrity of the buildings needs to be assessed if the buildings are to be used

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS



David W. Wheeler, CFM
Deputy Bureau Chief

PUBLIC WORKS BUREAU
FACILITIES MANAGEMENT BRANCH
100 E. Blount Street
Pensacola, FL 32501

MEMORANDUM

Date: 12/06/10 FMM-010-030
To: David Wheeler, Deputy Bureau Chief, Facilities Management *DW 12/06/10*
From: William M. Turner, Division Manager, Facilities Management
Re: Inspection of the Properties located at 11800 and 11860 Mobile Highway
Pensacola, FL

On November 30, 2010, I performed an inspection of the properties located at 11800 and 11860 Mobile Highway. Although the addresses are on Mobile Highway, you must turn right on Ruby's Camp Road. Then, left on residential Mobile Highway, which is a side road paralleling Highway 90. Pictures are attached.

11800 Mobile Highway:

The structure is a unique design. It resembles a flatten "V" with one leg longer than the other. The main living area is located in the center with a vaulted circular exposed beam ceiling inside. Giving this area a "Witches Hat" appearance from the outside.

The entire structure sits on wood pilings with red brick skirting. Alternating bricks have been left out to allow flood water to pass through. A concrete floor has been poured under the house and around the pilings. One of the floor joists under the Master bedroom is cracked.

There is a large wood deck sitting on brick covered pilings on the east side. The handrails are too low, by today's code. A set of stairs is located on the deck's northwest side, which provides access to the ground without having to go into the house. The air condensing unit sits on its own elevated wood deck. However, the air handler and ductwork are mounted under the house. Several floor joists have been replaced or repaired. The metal brackets are rusted. This deck is in fair condition.

The front westside of the building has much smaller covered wood deck and stairs, which serves as the main entrance. The deck and stairs are in fair condition.

TELEPHONE: (850) 595-3190 FAX: (850) 595-3192

11800 Mobile Highway (Continued):

The vinyl siding has been installed on the exterior walls. The siding appears to be in good condition, with the exception of a couple of holes. The exterior needs to be pressure washed to remove dirt and mildew.

The center living area had a large fireplace, which was converted into an entertainment center for the east side living room. A galley type kitchen is located on the west side, with a dining area on the south side. The appliances are worn, but usable. The cabinets and countertop are in good condition.

Most interior walls are wood paneled and are in good condition. The carpet is worn but serviceable. The bathrooms are in good condition. All the faucets worked and didn't leak. The p-traps were leak free, also.

The overall condition of the house is considered to be good.

11860 Mobile Highway:

This property has several buildings located on it: a 2- story house, a large garage, a pump house, a damaged carport, and an old boat house. (There is a large metal storage building next to the garage, which will be removed, if the property is sold.)

2- Story House:

The house is in the process of being renovated. All the windows have been replaced. The main living area, with the kitchen, dining room, living room with a sun porch, and bedrooms, is located on the 2nd floor, and has been renovated.

The 1st floor is still being renovated. It has a family room, additional bedrooms and bathroom, and mechanical room.

There is a set of wood stairs on the east side, which provides access to the back yard.

The house has a red brick facade. The mortar joints are in poor condition, in many areas. The metal brick ties are exposed to the weather in places, and are rusting.

The front entrance door's side windows have some rotten wood and need painting.

The overall condition of the house is considered to be good.

11860 Mobile Highway (Continued):

Garage:

The garage has 2- roll up doors on the west side of the building. The north roll up door is higher, which allows access for taller objects into the garage.

The personnel door is located on the east side of the structure. The door trim is missing.

The overall condition of the garage is considered to be good.

Old Carport:

There is a double carport located to the west of the garage. The roof was damaged by Hurricane Dennis, and has not been replaced.

Pump House:

In front of the house is a man-made pond, which is filled by pumping water from the Perdido River into it. A small Pump House is located on the eastside of the property close to the Perdido River to house the pump.

The Pump House is considered to be in poor condition.

The roof structure is twisted.

The wood floor is badly rotted, and is not considered to be safe to walk on.

Old Boat House:

There is an old Boat House, which is considered to be non-useable. The boat area is silted in to the point of requiring dredging to be useable. The soffit is approximately 5 feet from the ground. There are wood braces along the sides, which would have to be crawled under to gain access to a boat.


WMT

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Acquisition of Property

1742

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 3-2, with Commissioner White and Commissioner Robinson voting "no," taking the following action regarding the acquisition of two parcels of real property from Gregory and Linda English for a Boat Ramp Project on Perdido River at Mobile Highway (Funding Source: Fund 352, Local Option Sales Tax III, Account 220102/56101, Project 08NE0018, "Boat Ramps"):

- A. Authorizing staff to make an offer to Gregory and Linda English to purchase two parcels of property (Parcel 4 = 1.68 acres / Parcel 5 = 2.63 acres / [for a] total of 4.31 acres), for \$888,500, which is the average of (the) two appraisals; and
- B. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of the properties.

Speaker(s):

Gregory English

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1-3. Approval of Various For Action Items

1809

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving For Action Items 1 through 3, as follows:

- 1. Approving termination of the Agreement for foreclosure services with Joyner & Jordan-Holmes, PLC (now known as Stiles, Taylor & Grace, P.A.), subject, in the discretion of the County Attorney, to satisfactory resolution of any outstanding foreclosure litigation.

PARCEL 4

ECPA Home [Contact Us](#) [Internet Map Service](#)



Chris Jones

Escambia County Property Appraiser

- Chris Jones, ECPA
- RECORD SEARCH
- MAPS
- GENERAL INFORMATION
- GOVERNMENT AGENCIES
- TANGIBLE PROPERTY
- CAREERS

Navigate Mode **Account**
 Reference

Printer Friendly Version

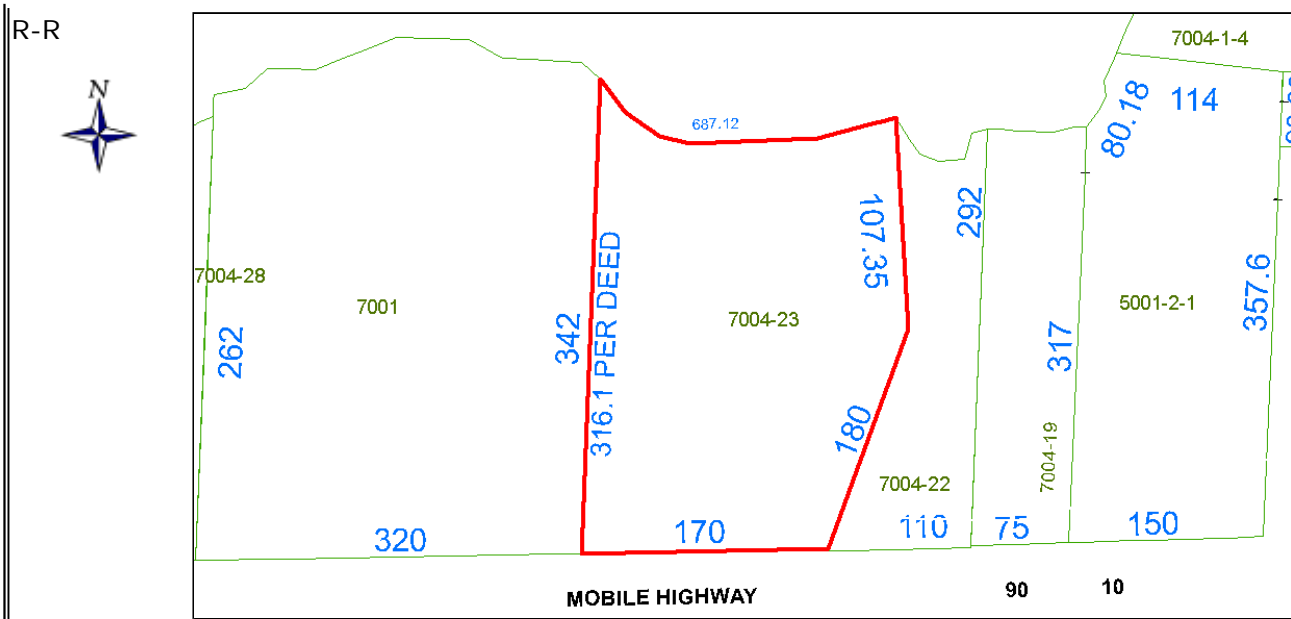
General Information	
Reference:	101S327004000023
Account:	102455000
Owners:	ENGLISH GREGORY & LINDA J
Mail:	8828 KLONDIKE RD PENSACOLA, FL 32526
Situs:	11800-A MOBILE HWY
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2008 Certified Roll Assessment	
Improvements:	\$108,255
Land:	\$25,855
Total:	\$134,110
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2006	6040	1459	\$200,000	WD	View Instr
08/2005	5712	0455	\$100	CT	View Instr
12/2002	5026	1204	\$164,900	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2008 Certified Roll Exemptions	
None	
Legal Description	
BEG AT SE COR LT 7 W ALG S LI LT 7 820 43/100 FT N 94 32/100 FT S 86 DEG 51 MIN W ALG N R/W LI SR#10...	
Extra Features	
None	

Parcel Information	View Online Map
Section Map Id: 10-1S-32	
Approx. Acreage: 1.6800	
County Zoned:	



Buildings

Building 1 - Address: 11800-A MOBILE HWY, Year Built: 1979

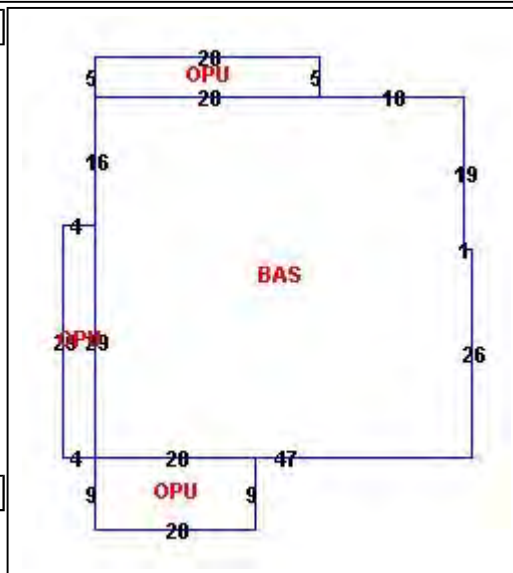
Structural Elements

- FOUNDATION-PILINGS
- EXTERIOR WALL-VINYL SIDING
- NO. PLUMBING FIXTURES (6)
- DWELLING UNITS (1)
- ROOF FRAMING-IRR. ROOF DESGN
- ROOF COVER-COMPOSITION SHG
- INTERIOR WALL-DRYWALL-PLASTER
- FLOOR COVER-CARPET
- NO. STORIES (1)
- FLOOR COVER-HARD TILE/BRICK
- DECOR/MILLWORK-ABOVE AVERAGE
- HEAT/AIR-CENTRAL H/AC
- STRUCTURAL FRAME-WOOD FRAME

Areas - 2532 Total SF

BASE AREA - 2096

OPEN PORCH UNF - 436



Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

[HOME](#)

[Chris Jones, ECPA](#)

[RECORD SEARCH](#)

[GENERAL INFORMATION](#)

[DIRECTORY OF GOVERNMENT AGENCIES](#)

[MAPS](#) [DISCLAIMER](#)

Last Updated: 6/23/2009 (tc.1100)

PARCEL 5

ECPA Home [Contact Us](#) [Internet Map Service](#)



Chris Jones

Escambia County Property Appraiser

- Chris Jones, ECPA
- RECORD SEARCH
- MAPS
- GENERAL INFORMATION
- GOVERNMENT AGENCIES
- TANGIBLE PROPERTY
- CAREERS

Navigate Mode
 Account
 Reference

Printer Friendly Version

General Information	
Reference:	101S327001000000
Account:	102449500
Owners:	ENGLISH GREGORY S & LINDA J
Mail:	8828 KLONDIKE RD PENSACOLA, FL 32526
Situs:	11860 MOBILE HWY
Use Code:	SINGLE FAMILY RESID <input type="button" value="🔍"/>
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2008 Certified Roll Assessment	
Improvements:	\$260,714
Land:	\$52,093
Total:	\$312,807
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6007	0090	\$400,000	WD	View Instr
08/2005	5703	1589	\$100	CT	View Instr
09/2004	5511	1786	\$100	QC	View Instr
02/2004	5354	1852	\$260,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2008 Certified Roll Exemptions	
None	
Legal Description	<input type="button" value="🔍"/>
BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 94 32/100 FT TO N R/W LI OF STATE RD 10 S 89 DEG...	
Extra Features	
CARPORT METAL GARAGE UTILITY BLDG	

Parcel Information	View Online Map
Section Map Id:	10-1S-32
Approx. Acreage:	2.6300

PROPOSED BOAT RAMP PROPERTY ACQUISITION / PERDIDO RIVER @ MOBILE HIGHWAY

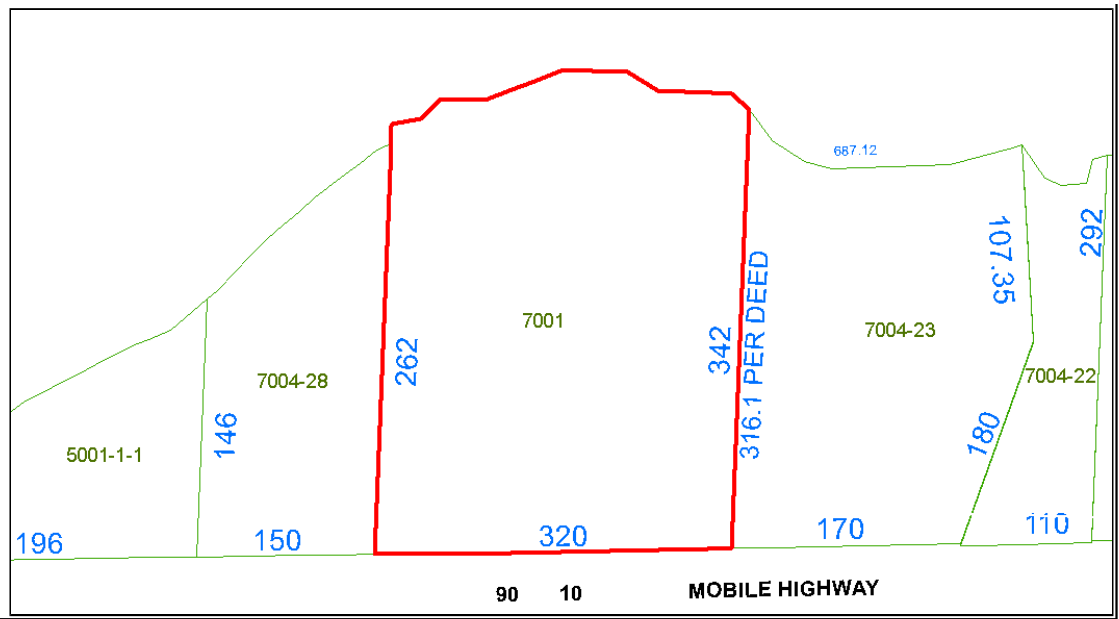


ESCAMBIA COUNTY
ENGINEERING DEPARTMENT
LWG 06/22/09 DISTRICT 1



OWNER: GREGORY & LINDA ENGLISH / PARCEL REFERENCE NUMBER
10-1S-32-7001-000-000 / ACCOUNT # 102449500

County
Zoned:
R-R



Buildings

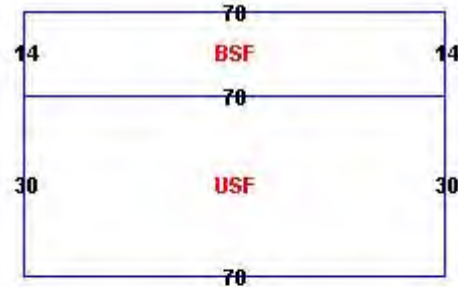
Building 1 - Address: 11860 MOBILE HWY, Year Built: 1973

Structural Elements

- FOUNDATION-SLAB ON GRADE
- EXTERIOR WALL-BRICK-FACE
- NO. PLUMBING FIXTURES (5)
- DWELLING UNITS (1)
- ROOF FRAMING-GABLE
- ROOF COVER-COMPOSITION SHG
- INTERIOR WALL-DRYWALL-PLASTER
- FLOOR COVER-CARPET
- NO. STORIES (2)
- DECOR/MILLWORK-ABOVE AVERAGE
- HEAT/AIR-CENTRAL H/AC
- STRUCTURAL FRAME-WOOD FRAME

Areas - 5930 Total SF

- BASE AREA - 1260
- BASE SEMI FIN - 980
- GARAGE FIN - 840
- OPEN PORCH FIN - 750
- UPPER STORY FIN - 2100




Images



05/06/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

 HOME

 Chris
Jones, ECPA

 RECORD
SEARCH

 GENERAL
INFORMATION

 DIRECTORY OF GOVERNMENT
AGENCIES

 MAPS

 DISCLAIMER

Last Updated: 6/23/2009 (tc.1120)

#4

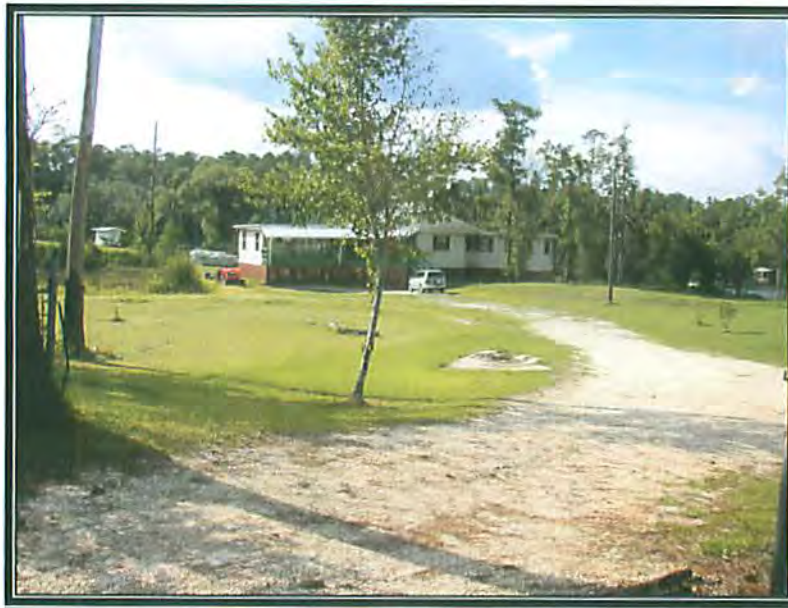
SUMMARY APPRAISAL REPORT

SINGLE FAMILY RESIDENCE AND +/-1.68 ACRES
OF LAND

LOCATED AT 11800-A MOBILE HIGHWAY,
BEULAH, ESCAMBIA COUNTY, FLORIDA

AS OF JULY 17, 2009

RE09JS6037-7



PREPARED FOR
ESCAMBIA COUNTY ENGINEERING DEPARTMENT
1190 WEST LEONARD STREET
PENSACOLA, FLORIDA 32504

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER. G00419

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

KATHLEEN F. SEITHER
STATE-CERTIFIED GENERAL APPRAISER RZ3201

JERROD A. SHARP
STATE-CERTIFIED GENERAL APPRAISER RZ3287

July 23, 2009

Mr. Larry Goodwin, Real Estate Acquisition Supervisor
Escambia County Engineering Department
1190 West Leonard Street
Pensacola, Florida 32504

Re: Summary appraisal report of a single-family residential home located at 11800-A Mobile Highway in Beulah, Escambia County, Florida

Dear Mr. Goodwin:

At your request, we have inspected the above referenced property for the purpose of estimating the market value of the property as of July 17, 2009, the date of inspection.

The subject property consists of a $\pm 2,273$ SF single-family residence situated upon ± 1.68 acres of land, located along the north side of "old" Mobile Highway and along the eastern shoreline of the Perdido River, and having a mailing address of 11800-A Mobile Highway, in the Community of Beulah, Escambia County, Florida. The property rights appraised are fee simple.

By reason of our inspection and analysis, which is described in the accompanying summary report, we are of the opinion that the market value of the above referenced subject property as of July 17, 2009, is:

MARKET VALUE ESTIMATE
TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS
(\$225,000)

Allocated as:

Land	\$85,000
Improvements	\$140,000

The above value estimate is subject to the limiting conditions and assumptions as reported herein, and the following special limiting conditions:

- 1) The subject property was difficult to measure because of many odd angles, which may affect the precision of our living area calculation. Building plans were not available to us. We assume the property contains the area stated herein.



R. SHAWN BRANTLEY, MAI

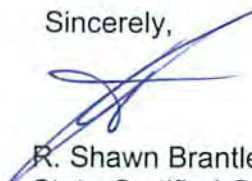
100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

- 2) We have not received a survey of the subject tract and are not surveyors. We have utilized a legal description provided by the Escambia County Property Appraiser Office and we have defined the parcel to the best of our ability, as described herein. We assume that the parcel exists as set forth in this appraisal.
- 3) We assume that "old" Mobile Highway is public right of way that will continue to provide access to the subject property.

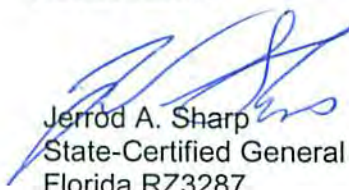
This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



Jerrod A. Sharp
State-Certified General Appraiser
Florida RZ3287

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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: The subject property consists of a $\pm 2,273$ SF single-family residence situated upon ± 1.68 acres of land, located along the north side of "old" Mobile Highway and along the eastern shoreline of the Perdido River, and having a mailing address of 11800-A Mobile Highway, in the Community of Beulah, Escambia County, Florida.

OWNERSHIP: Gregory & Linda J. English
8828 Klondike Road
Pensacola, Florida 32526

LOCATION OF PROPERTY: The property is located along the north side of "old" Mobile Highway, in Section 10, Township 1S, Range 32W, in the Community of Beulah, in Escambia County, Florida

PURPOSE OF APPRAISAL: To estimate the market value of the subject property as of July 17, 2009.

PROPERTY RIGHTS APPRAISED: Fee Simple

DATE OF VALUATION: July 17, 2009

ZONING: R-R, Rural Residential

IMPROVEMENTS: $\pm 2,273$ SF single family residential dwelling

HIGHEST AND BEST USE: Single Family Residential Development

FINAL VALUE ESTIMATE:

$\pm 2,273$ SF SFR with ± 1.68 Acres: \$225,000

BROAD AREA LOCATION MAP OF SUBJECT PROPERTY



LOCATION MAP OF SUBJECT PROPERTY



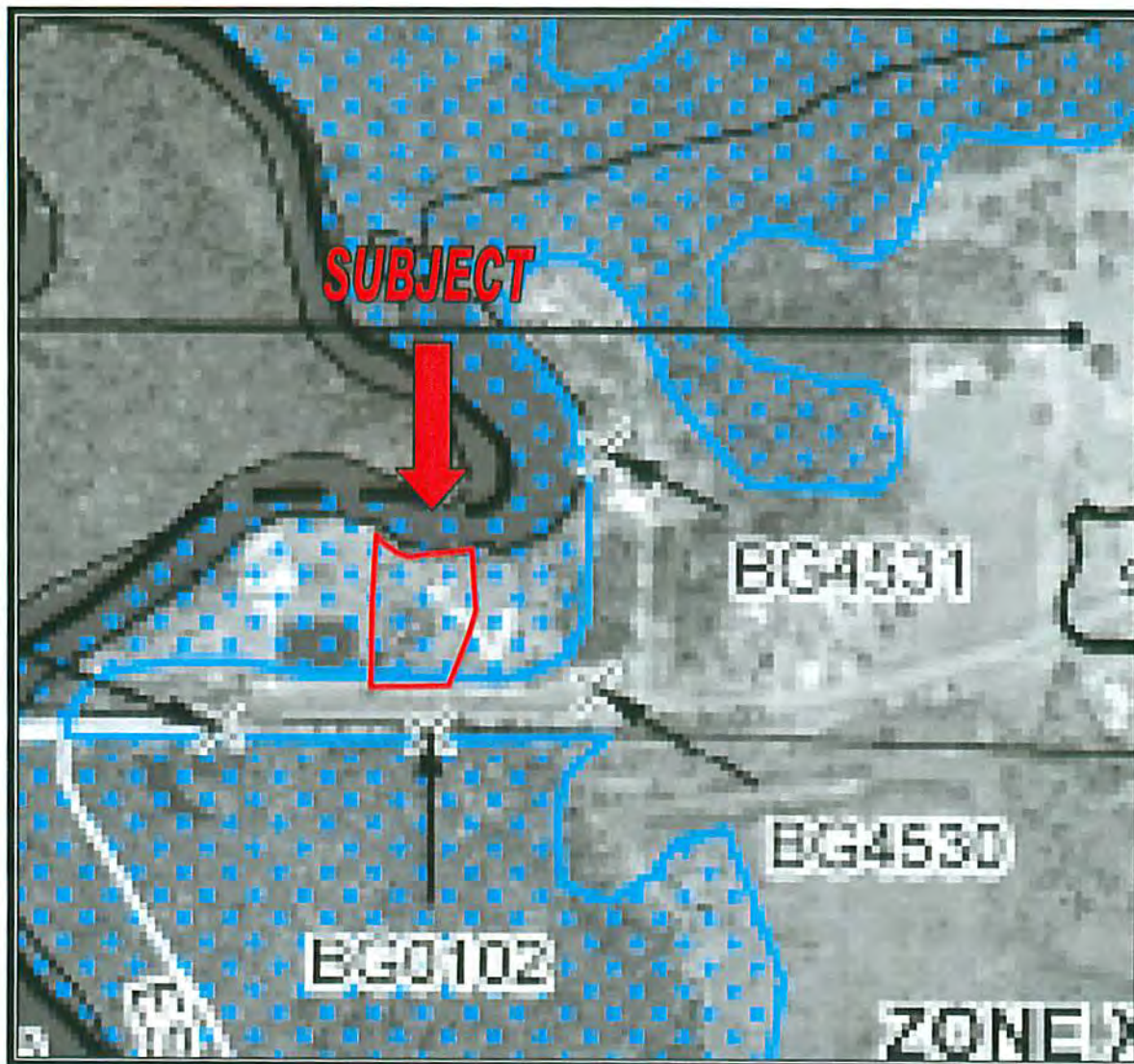
ESCMABIA COUNTY AERIAL MAP OF SUBJECT PROPERTY



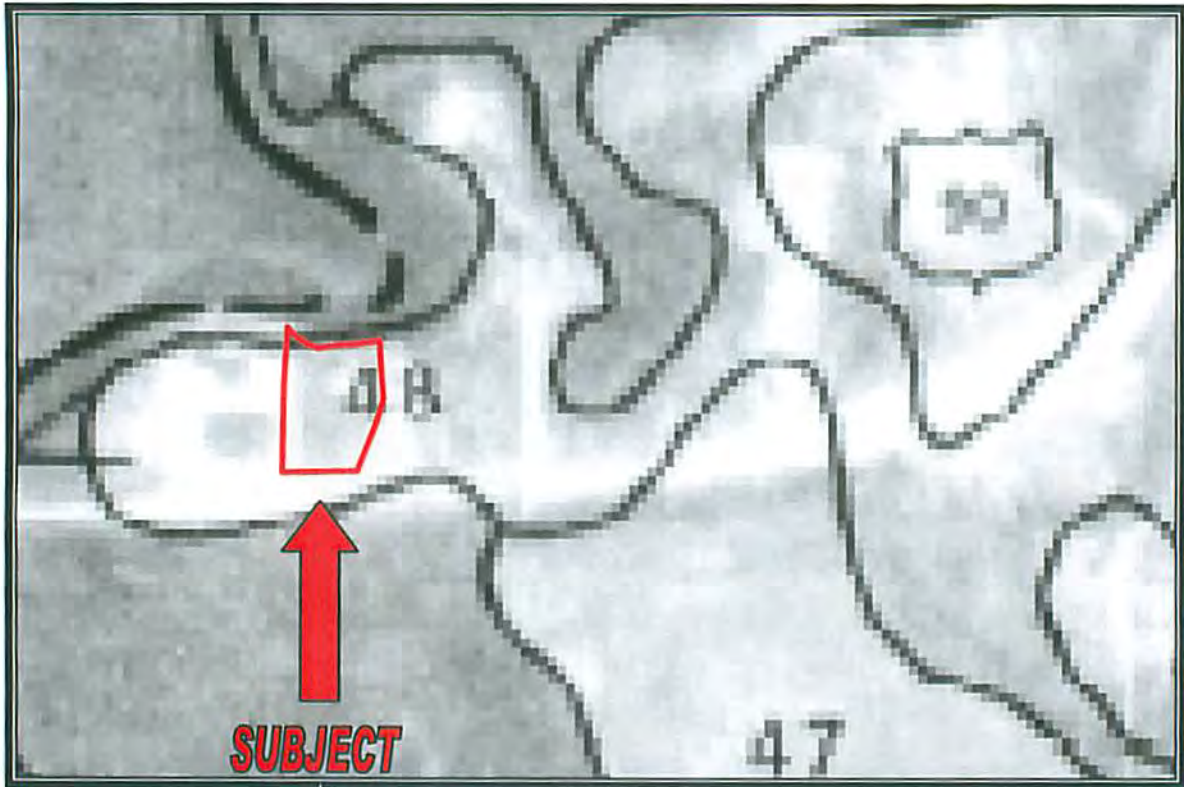
PLAT OF SUBJECT PROPERTY



FLOOD MAP OF SUBJECT PROPERTY

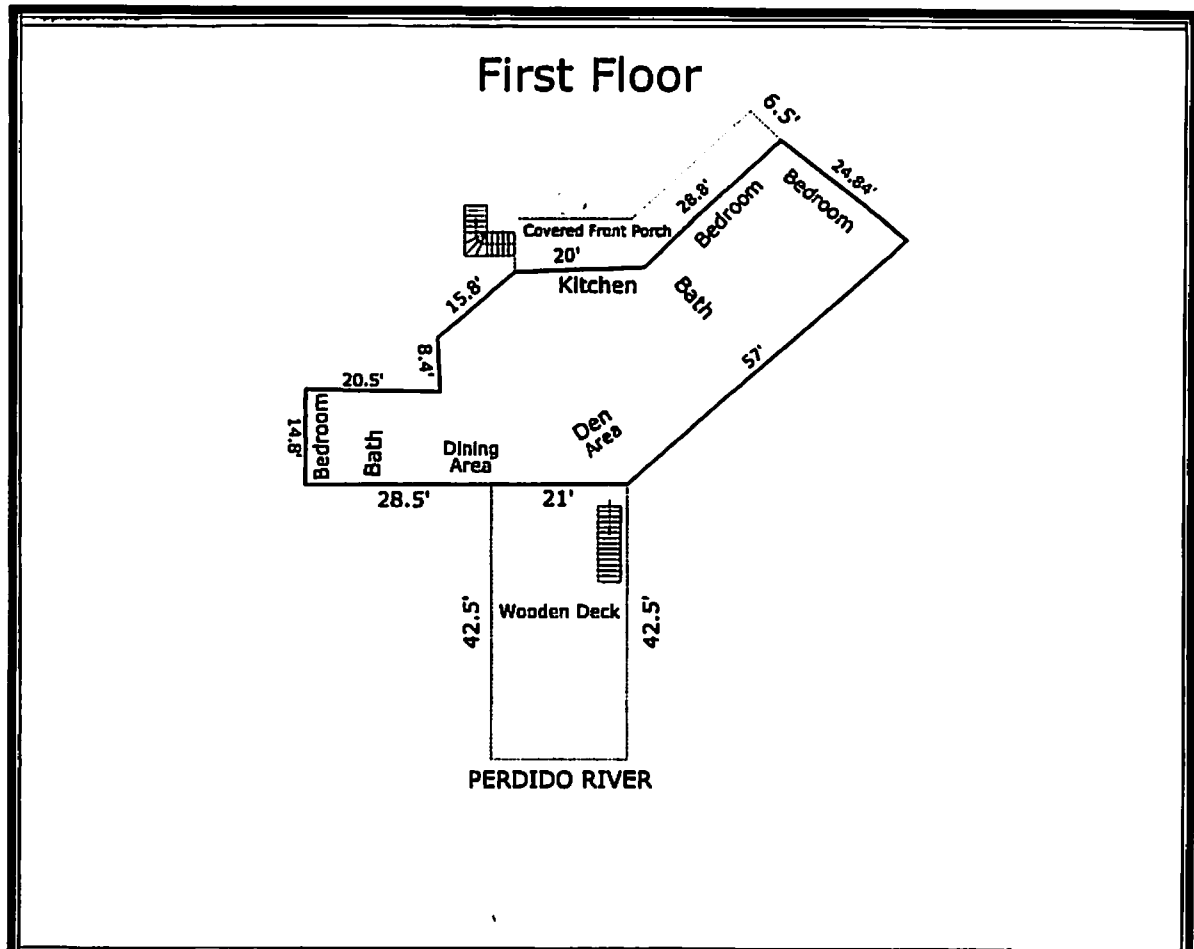


SOIL MAP OF SUBJECT PROPERTY



Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
48	Pelham-Yemassee complex	0-2	Somewhat to Poorly Drained	This unit consists of the poorly drained Pelham soil and the somewhat poorly drained Yemassee soil. Low available water capacity; permeability is rapid in the surface and subsurface layers and moderately slow in the subsoil; occasional flooding for brief periods. Poorly suited for urban, and recreational uses.

SKETCH OF IMPROVEMENT



Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GBA1	First Floor	2272.67	2272.67
P/P	Wooden Deck	892.50	
	Covered Front Porch	322.66	1215.16

Scale: 1 = 23

BUILDING AREA BREAKDOWN			
Breakdown		Subtotals	
First Floor			
0.5 x	0.00 x	0.20	0.00
	14.25 x	49.50	705.26
0.5 x	0.20 x	49.50	4.95
0.5 x	19.29 x	15.66	150.98
	4.17 x	31.07	129.56
	0.70 x	34.68	24.16
	10.27 x	43.06	442.27
	8.39 x	45.14	378.66
0.5 x	20.50 x	0.35	3.61
0.5 x	14.25 x	16.10	114.70
0.5 x	0.04 x	14.25	0.28
0.5 x	15.66 x	16.50	129.13
0.5 x	4.17 x	4.71	9.82
0.5 x	4.17 x	4.39	9.16
0.5 x	0.70 x	0.79	0.27
0.5 x	0.70 x	19.99	6.96
0.5 x	10.27 x	11.61	59.61
0.5 x	10.27 x	12.01	61.66
0.5 x	8.39 x	9.48	39.76
0.5 x	0.44 x	8.39	1.86
0.5 x	0.00 x	0.35	0.00
0.5 x	0.00 x	0.00	0.00

Net BUILDING Area (rounded) 2273 22 Items (rounded) 2273

PHOTOGRAPHS OF SUBJECT PROPERTY



View of frontage along "old" Mobile Highway facing east along the southern boundary



View of frontage along "old" Mobile Highway facing west along the southern boundary

PHOTOGRAPHS OF SUBJECT PROPERTY



View facing north from "old" Mobile Highway



View of front yard area facing south

PHOTOGRAPHS OF SUBJECT PROPERTY



View of rear and side yard area facing west from eastern boundary



View of the pond located along the western boundary

PHOTOGRAPHS OF SUBJECT PROPERTY



View along the Perdido River facing west from the rear deck



View of the Perdido River facing northeast from the rear deck

PHOTOGRAPHS OF SUBJECT PROPERTY



View of the southern side of the improvement facing north



View of the eastern side of the improvement facing west

PHOTOGRAPHS OF SUBJECT PROPERTY



View along the western side of the improvement facing southwest from rear deck



View of the northern side of the improvement facing south from rear deck

PHOTOGRAPHS OF SUBJECT PROPERTY

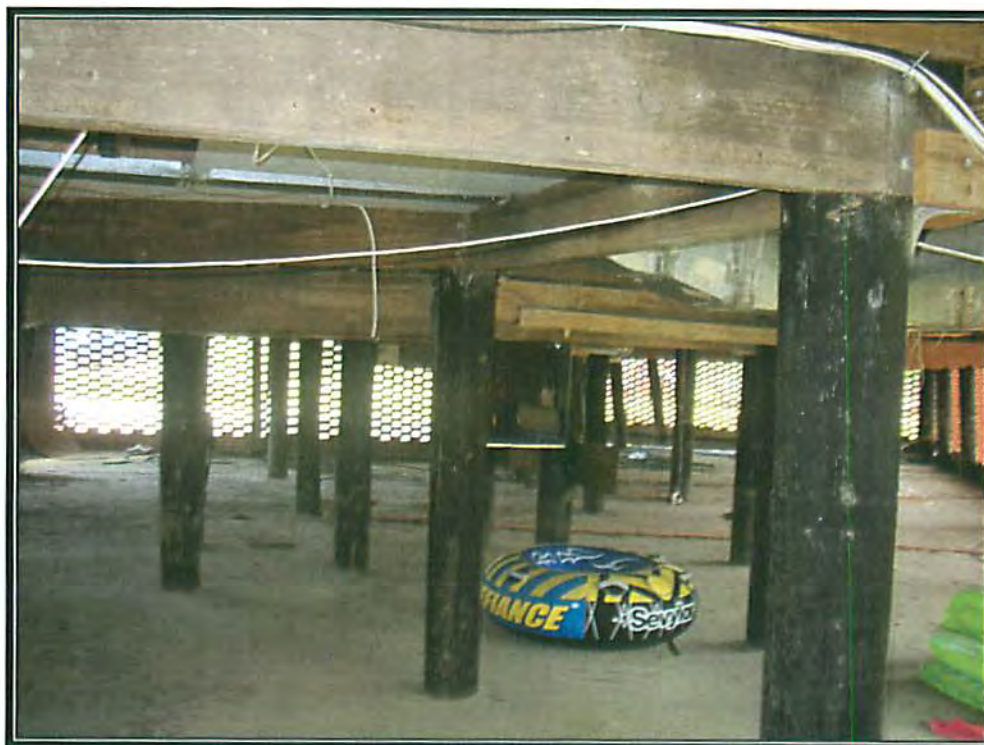


View of the concrete boat ramp as it extends along the western side of the improvement and terminates into the Perdido River



View of the rear deck as it extends north from the improvement to the bank of the Perdido River

PHOTOGRAPHS OF SUBJECT PROPERTY



View of the area underneath the improvement



View of the area underneath the rear deck

PHOTOGRAPHS OF SUBJECT PROPERTY



View of the kitchen area



View of the den/dining area

PHOTOGRAPHS OF SUBJECT PROPERTY



View of a fireplace that has been converted to an entertainment center with custom built cabinets



View of a dining area

PHOTOGRAPHS OF SUBJECT PROPERTY



View of a bedroom



View of a bedroom

PHOTOGRAPHS OF SUBJECT PROPERTY



View of bathroom



View of a master bedroom

PHOTOGRAPHS OF SUBJECT PROPERTY



View of a master bath

DATE OF REPORT

July 23, 2009

DATE OF VALUE ESTIMATE

July 17, 2009

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness other liens or special assessments against the property. Mineral, gas, and oil rights are not included in this appraisal.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of subject as of the date specified.

INTENDED USE OF APPRAISAL

It is our understanding that the client will use this appraisal for planning and acquisition purposes.

APPRAISAL PROBLEM

The appraisal problem is to estimate the market value of the subject property in fee simple. We believe the best solution to the land valuation problem is through the examination of the most similar sales data that we could obtain, augmented by adjustments to account for differences from the characteristics of the subject property.

SCOPE AND EXTENT OF COLLECTING, CONFIRMING AND REPORTING DATA

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use.

The Appraiser conducted a complete appraisal analysis. The conclusions of this analysis are reported in a summary format with all relative information included within this report.

Primary data concerning region, neighborhood and the property was obtained through research provided by the State of Florida and the local Chamber of Commerce; other information obtained from discussions with the city and county government officials, taxing authority, zoning authority, the Property Appraiser's Office and utility companies. Secondary data was obtained from the Northwest Regional Planning Council and Metro Market Trends (a data base company).

This firm has completed a number of appraisal assignments in the immediate area. The appraiser was able to identify the subject property utilizing information provided by the client. The appraiser then inspected subject property and surrounding locale. After inspecting the property, we have gathered the necessary information for use with the sales comparison approach to value. The appraiser gathered this information from public records, Pensacola Multiple Listing Service, and Metro Market

Trends (a data base company). The sales comparison method will involve physical comparison with similar undeveloped properties, which have sold recently. After obtaining a value indication from this approach, we reconcile to a final value estimate.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analyses. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to a 40-mile radius around the subject property, with most emphasis placed on those areas most approximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

"Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised, and each acting in what they consider their own best interest;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

¹ Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation (4/20/90).

EXPOSURE TIME

Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.²

We estimate the exposure time for this property to be 6 to 12 months.

² Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 1-2, b. iii, Comment, January 6, 1993, pages 2-5 through 2-8.

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

PROPERTY IDENTIFICATION AND LEGAL DESCRIPTION

The property being appraised is approximately ± 1.68 acres of improved land located along the north side of "old" Mobile Highway, and having a mailing address of 11800-A Mobile Highway in the Community of Beulah, in Escambia County, Florida. As we have not been provided a survey of the subject property, we rely on the records of the Escambia County Property Appraiser for the legal description of the subject property. A copy of said legal description can be found in the assessment records located in the addenda of this report.

TAXES AND ASSESSMENT

The subject property is identified by the Escambia County Property Appraiser's Office as parcel Id #10-1S-32-7004-000-023. Per the assessment records, the current owner of the parcel is listed as Gregory S. & Linda J. English, 8828 Klondike Road, Pensacola, Florida 32526. The total 2008 assessment is \$134,110, allocated as follows: \$25,855 attributed to the land and \$108,225 attributed to the improvements. The gross 2008 taxes are listed as \$2,143.71. A copy of the assessments records and tax records are located in the addenda of this report for the reader's review.

ZONING OF SUBJECT PROPERTY

According to the Escambia County Zoning Department the subject property is within the "R-R, Rural Residential District (cumulative) Low Density". This zoning district allows development at a density of two dwellings per one acre. A basic summary of the "R-R, Rural Residential District (cumulative) Low Density" classification is included below:

6.05.02. RR rural residential district (cumulative), low density.

- A. *Intent and purpose of district.* This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.
- B. *Permitted uses.*
1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
 2. Any use permitted in the preceding district except as noted below.
- C. *Conditional uses.*
1. Public riding stables.
 2. Kennels.
 3. Animal hospitals and veterinary clinics.
 4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
 5. Home occupations with employees.
 6. Shooting ranges, gun and rifle clubs, etc.
 7. Country clubs, golf courses and tennis clubs.
 8. Any conditional use permitted in the preceding district, except antenna towers.
 9. Guest residence for medical care.
 10. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
 11. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Prohibited uses.*

1. Any use prohibited in the AG district.
2. Commercial communication towers.
3. Junkyards, salvage yards, and waste tire processing facilities.

E. *Site and building requirements.*

1. *Lot area, minimum.*

Single-family dwelling . . . 1/2 acre

Horses and private stables . . . 2 acres

Campgrounds . . . 5 acres

Place of worship . . . 1 acre

Educational facilities . . . 1 acre

Kennels . . . 2 acres

Keeping of farm animals . . . 2 acres

2. *Lot coverage.* At least 20 percent of each lot or parcel shall remain pervious (80 percent maximum impervious cover ratio).
3. *Lot width.* The minimum lot width at the front building line shall be 100 feet and 80 feet at the street right-of-way. Every cul-de-sac shall have a minimum of 40 feet at the street right-of-way.
4. *Front yard.* There shall be a front yard having a depth of not less than 40 feet.
5. *Rear yard.* The minimum rear yard shall not be less than 40 feet in depth. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.
6. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line, however, required side yards need not exceed 15 feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.
7. *Private stables or other structures for housing (sheltering) farm animals.* No stables may be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit.

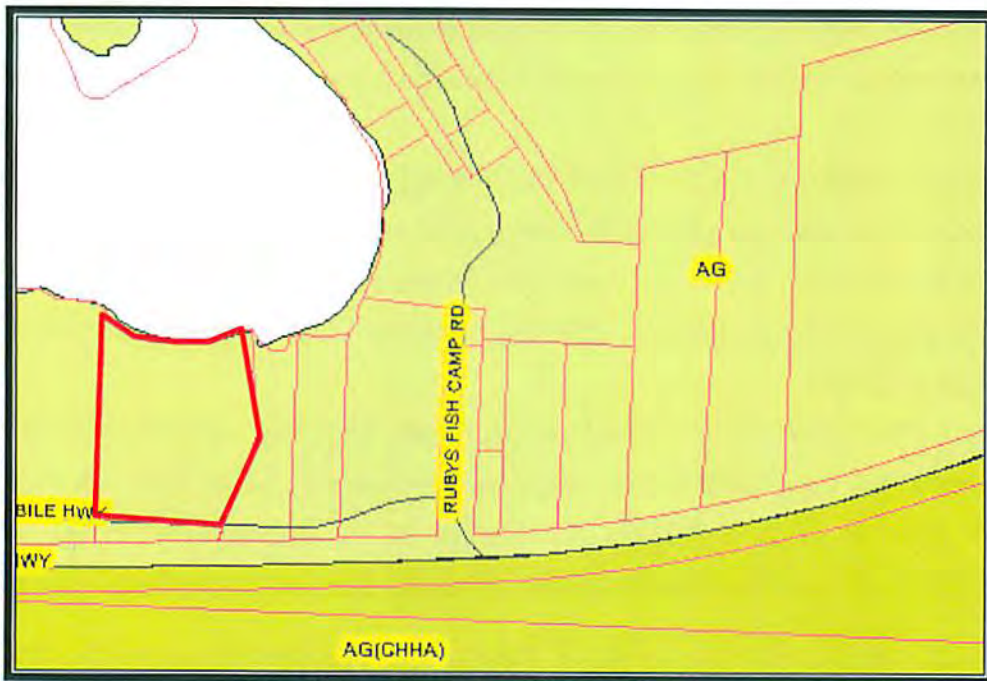
F. *Landscaping.* See section 7.01.00.

G. *Signs.* See article 8.

CURRENT ZONING MAP EXHIBIT



FUTURE LAND USE EXHIBIT



Subject Parcel is outlined in red

Future Land Use - The entire subject parcel is located in the "AG", agriculture future land use designation. This designation is consistent with the previously stated zoning classification.

HISTORY OF PROPERTY

Based on our review of the Escambia County public records, the most recent transaction related to the subject property is indicated on a Warranty Deed recorded at OR Book 6040, Page 1459. According to this deed, the subject property was conveyed to Gregory S. & Linda J. English (grantee) from A. L. Effinger (grantor) on November 30, 2006 for a total consideration of \$200,000. Mr. English verified that he purchased the property from Mr. Effinger, and that it was an arms length transaction, however stated that the actual purchase price for the subject was \$300,000. Mr. English advised that he paid \$100,000 in cash and that the owner financed the remaining \$200,000. This transaction is given little consideration, due to the inconsistency in the price stated by Mr. English and the price recorded in the Escambia County public records. A copy of this Warranty Deed can be found within the addenda of this report for the reader's review.

ANALYSIS OF SUBJECT NEIGHBORHOOD

The subject property is located approximately +/-15 miles northwest of the City of Pensacola, approximately +/-2.5 miles west of the Community of Beulah, and approximately +/-2.50 miles east of the Community of Seminole, Alabama. The subject property has frontage along the eastern shore of the Perdido River, which is also the Florida/Alabama State Line. The neighborhood boundaries consist of Muscogee Road to the north, Hurst Hammock Road to the south, Pine Forest Road to the east, and Greek Cemetery Road to the west. Primary access to the area is provided by U.S. Highway 90 (Mobile Highway), which travels westerly from the City of Pensacola to the City of Mobile, Alabama. Interstate 10, the primary interstate running an east/west route for the Gulf Coast, lies just +/-3.5 miles south, however the nearest access to the

interstate is provided via an interchange with U.S. Highway 90, which lies approximately +/-6.5 miles east of the subject property.

The general area is comprised of mostly low-density residential usage with some supportive commercial development along the major roadways, i.e., Mobile Highway (U.S. Highway 90) and Nine Mile Road. Generally, as one progresses west, densities decrease. The immediate area consists of low density residential use with the exception of Ruby's Fish Camp, which is a small commercial establishment that caters to river enthusiasts selling snacks, wine coolers, beer, bait, and providing an area where one can pay to launch a boat. The immediate area surrounding the subject has not been traditionally popular for residential purposes and consists primarily of older single-family dwellings and manufactured homes, most of which are situated on large sites. It has primarily been utilized by people desiring larger land tracts or areas that would permit mobile homes. The proliferation of mobile homes and low-income housing diminishes the attractiveness of the area for new residential subdivisions, however, we believe the characteristics of this area to be slowly changing.

As previously mentioned, the subject property is situated along the eastern shoreline of the Perdido River, approximately +/-8.5 river miles north of the Perdido Bay. The Perdido River is a navigable river however according to locals it is subject to log jams that often make navigation all the way too the Perdido Bay a difficult, and sometimes impossible, task. The Perdido River does offer opportunities for a variety of outdoor recreation. The Perdido River is popular for swimming, fishing, camping, and paddling. Additional recreation activities such as hiking, horseback riding, and other outdoor related activities are also immediately available; while dining, theater productions, Gulf fishing and swimming, et al, are proximate to the local population center of Pensacola. The Gulf of Mexico beaches are approximately 30 minutes south.

We conclude that the subject property is located in an environment that could be described as in gradual transition to a more densely populated suburban or bedroom community to Pensacola. The majority of the surrounding land remains in agricultural and timber usage, with residential development becoming more common.

The market conditions in the area are best described as declining. Marketing times are increasing, with an excessive number of active listings throughout the Pensacola area, and seller negotiations are becoming more typical.

SITE DATA

The subject site contains approximately +/-1.68 acres of waterfront land located along the north side of "old "Mobile Highway, and the eastern bank of the Perdido River, in Escambia County Florida.

The subject property benefits from approximately +/-250' of frontage along the eastern bank of the Perdido River, which parallels the northern boundary. From the natural shoreline of the northern boundary one is able to enjoy beautiful scenic views of the Perdido River both west and northeast. The shoreline at the subject property is partially wooded, with a bank that slopes approximately 1' to 1.5' into the water. The river appears to be slow flowing, and is an average of +/-125' wide in the general area of the subject property. The parcel is situated approximately +/-0.20-mile, by river, to the concrete bridge extending along Mobile Highway from Escambia County Florida to Baldwin County Alabama, therefore the location and/or proximity of the bridge has little/no impact on the subject property.

The subject property has access via "old" Mobile Highway, which parallels the southern boundary of the subject property. The subject benefits from approximately +/- 170' of paved frontage along this road. Old Mobile Highway is a typical paved two-lane roadway.

Mobile Highway was improved, and moved, from its original location at some time in the past and "old" Mobile Highway was left in order to provide access to the seven properties situated along this road. This appraisal is based on the assumption that "old" Mobile Highway is public right of way. In the event that this roadway does not provide public right of way this report would be rendered invalid or subject to revision.

Utilities available at the subject's location include community water, and electric service. Sanitary sewer service is not available to the subject parcel and septic tank usage is prevalent in the area.

Per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel Number 12033C0265 G, it is indicated that the entire subject site is situated within an "A" flood zone, an area of the 100-year flood, where base flood elevations have not been determined. The reader is referred to the exhibits section of this report for a visual reference to the location of these areas on the parcel.

The subject site is primarily cleared with only a few remaining trees, which are located along/near the riverbank at the northern boundary. The topography of the subject property in general, is level to gently sloping. According to the applicable soil survey the entire parcel is comprised of Pickney Sand (#48 per soil map). This soil type is typical in the area and is described as somewhat poorly drained soil that is poorly suited to urban or recreational uses because of wetness and occasional flooding. During the site inspection the appraiser noted that there are currently residential uses on similar soils found in the immediate vicinity, which indicates that filling and/or

drainage systems would overcome any limitations due to soils. A copy of the applicable soil map was presented earlier in the exhibits section of this report.

The subject property also contains a +/-0.25-acre pond located along the western boundary. The pond is irregular in shape and appears to be somewhat shallow. Our perception is that this pond adds amenity to the property.

DESCRIPTION OF IMPROVEMENTS

Site improvements – Site improvements include partial fill, a gravel/concrete drive leading from Old Mobile Highway to the home, a pond, a concrete boat ramp, landscaping, painted wood fencing, septic tank, and utility connections.

Improvement Description - The subject site is improved with a highly irregular shaped one-story residential home that is constructed on pilings. The structure contains approximately ±2,273 SF of gross living area, and includes a front covered porch, and a large wooden deck. The exterior of the subject structure features vinyl siding with decorative brick that conceals the pilings and rafters, an asphalt shingle roof, exterior lighting, one glass sliding door entry/exit in the rear to the wooden deck, three separate entry/exit doors in the front that consists of two sliding glass doors and one wooden/glass door, all of which are located along the covered front porch. Access to the front porch from the ground level is gained via wooden stairs located at the end of the porch. Additional access is available to the rear wooden deck via stairs from the ground level.

The interior of the subject has an atypical configuration, and is of average quality construction. The improvement contains one master bedroom and master bath, two additional bedrooms with one additional full bath. The central living area is reminiscent of a lodge type setting due to its odd shape, and because the den and dining area are separated from the kitchen area via an oversized fireplace that is located in the center

of the room. This fireplace, although useable, was converted into an entertainment center with custom built book cases and an area for a television. The kitchen contains average cabinetry, a sink area, and all of the necessary appliances such as a large stove and oven, large refrigerator/freezer, dishwasher, etc. The den area allows access to the large wooden deck that extends north from the improvement all the way to the southern bank of the Perdido River. From the residence one is able to enjoy the beautiful picturesque views of the Perdido River both west and northeast.

The interior has primarily carpet flooring, with vinyl flooring in the bathrooms and kitchen area. The interior walls appear to be of a laminate wood panel material, similar to those found in a mobile home. The ceiling throughout the bedroom and bathroom areas consists of painted drywall. The ceiling in the oddly shaped central living area, which includes the den/dining/kitchen area, contains a high sloping ceiling with single tiles in a metal grid system. Lighting in the home is of residential fixtures with incandescent lighting and some ceiling fans.

According to the Escambia County Property Appraisers assessment information, the subject was constructed in 1979, and has an actual age of thirty years. We estimate an effective age for the subject of 15 years, as the subject appeared to be in average condition at the time of inspection, with no noticeable deferred maintenance.

Brief descriptions of the building specifications are as follows:

Foundation:	Platform on pilings
Exterior walls:	Vinyl siding over wood frame.
Roof:	Asphalt Shingle
Floor Cover:	Primarily carpet flooring, with vinyl flooring in the bathrooms and kitchen area.
Interior Walls:	Primarily laminate panel with painted wood trim
Ceiling:	Ceiling throughout the bedroom and bathroom areas consists of painted drywall. The central living area contains high ceilings with single tiles in a metal grid system.

Lighting: Residential incandescent fixtures.

HVAC: Central heat and air, with some ceiling fans.

Fenestration: Double-pane glass windows in metal frames; primarily wood doors.

Other: Decorative brick concealing pilings and rafters, large covered front porch, large rear wooden deck overlooking Perdido River, etc.

Site Improvements: Gravel drive leading from Old Mobile Highway to the home, a pond, a concrete boat ramp, landscaping, painted wood fencing, septic tank, and utility connections.

Age/Effective Age: A-30/E 15

Remaining Economic Life: 45-years

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses legally permissible at that site
- 2) The uses physically possible on the site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

The highest and best use of each appraised parcel will be identified in the appropriate valuation section of this report.

AS VACANT:

Legally Possible Uses - The subject property is within the "R-R, Rural Residential District (cumulative) Low Density". This zoning district allows development at a density of two dwellings per one acre.

Physically Possible Uses - As vacant, the subject property contains approximately +/-1.68 acres of waterfront land located along the northern right of way of "old" Mobile Highway, and the eastern bank of the Perdido River, in Escambia County Florida. The property benefits from approximately +/-250' of frontage along the eastern bank of the Perdido River, which parallels the western boundary.

The topography of the subject property in general, is level to gently sloping.

According to the applicable soil survey the entire parcel is comprised of *Pickney Sand* (#48 per soil map), which is described as poorly drained soil, however residential uses on similar soils in the immediate area indicate that any soil limitations can be overcome by filling and/or drainage systems.

The subject property has good access via "old" Mobile Highway, and benefits from approximately +/-170' of paved frontage along this roadway.

Financially Feasible Uses - Financially feasible uses are best exhibited by reviewing surrounding properties within the immediate area, but likewise by studying what uses might be anticipated for the foreseeable future. This is a rural area of average residential uses situated within relatively low-density residential settings. Most residents in this area are either long-term residents or people looking for more room and/or larger home sites. Development with a single-family residence would be the most reasonable expectation and would take advantage of the properties characteristics (size, topography, zoning, river frontage, road frontage, and rural setting). Single-family residential use is also the use, which is most prevalent in the immediate surroundings.

Maximally Productive Use - Considering the physically possible, legally permissible, and financially feasible uses, we are of the opinion that the highest and best use of the subject property "as vacant" is for single-family residential development.

"AS IMPROVED"

The subject site is improved with a highly irregular shaped one-story residential home constructed on pilings. This improvement was built in 1979 and has an actual age of 30 years, and an effective age of 15 years. It is the appraiser's opinion that the quality of construction is average. This opinion is supported by such things as the interior laminate panel walls, the average cabinetry, the ceiling in the *central living area*

that contains single tiles in a metal grid system, etc. The atypical shape of the central living area is reminiscent of a lodge type setting, which is exemplified by the placement of the large fireplace in the center of the oddly shaped room. The structure does conform to county zoning, however due to the atypical design of the residence it does not fit well within the subject neighborhood. The highest and best use of the subject property "as vacant" is for single-family residential development with a more typical structure that would be more compatible with the natural surroundings. We observe functional obsolescence in the subject structure due to its odd design, construction quality, and design characteristics that tend to clash with the natural surroundings.

APPROACHES TO VALUE USED AND EXCLUDED

There are three approaches to value or techniques that are utilized in the appraisal of real property. The appraiser has given consideration to all three approaches, but has determined the Income Approach is inappropriate to the valuation of the subject property as this is a property type that is typically owner-occupied. The income approach to value lacks relevance to the valuation as it has minimal market support and is therefore excluded from our analysis. The sales comparison approach to value is the most valid indicator of value. The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property than the cost of acquiring a like property of equal utility. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of property before deciding to purchase a particular property.

We shall first employ the sales comparison approach to provide a value of the raw land, as though vacant and available for development to its highest and best use. Once this is accomplished, we shall use this information to develop our cost approach. We shall then use an additional sales comparison analysis to value the contribution of the land and improvements. A review of the separate indications will then be made in the final reconciliation of the market value.

LAND VALUATION

We have located several comparables that provide for a good comparison to the subject parcel. The land sales deemed the most comparable are described within the respective sale data sheets on the following pages. On a subsequent page is a Land Sales Comparison grid that summarizes characteristics of the subject site, the comparable sales and adjustments made by the appraiser to arrive at a value for the subject site. With this in mind, we proceed with the presentation of the sale data sheets for the selected comparable sales.

LOCATION MAP OF SUBJECT AND COMPARABLES



Land Sale No. 1

Property Identification

Record ID	3907
Property Type	Vacant Waterfront Lot, Vacant Waterfront Lot
Property Name	+/-1.784 acres of vacant waterfront land
Address	8624 Sand Pine Drive, Navarre, Santa Rosa County, Florida 32566
Location	S/S Sand Pine Drive
Tax ID	09-2S-26-1020-01100-0160
Present Use	Vacant Waterfront land

Sale Data

Grantor	Elvyn A. & Leonila G. Blyden
Grantee	Daniel R. Taylor & Dana L. Athnos
Sale Date	July 02, 2009
Deed Book/Page	2913/1799
Property Rights	Fee Simple
Conditions of Sale	Arms length
Financing	Cash To Seller
Sale History	None in Last 5 Years
Verification	Robert Lanni; 216-272-6385, June 20, 2009; Other sources: MLS#320817, Public Records, Confirmed by Jerrod Sharp

Sale Price \$67,000

Land Data

Zoning	R-1, Single Family Residential
Topography	Level to Sloping, See Remarks
Utilities	All Available except Sewer
Shape	Mostly Rectangular
Flood Info	Zone "X", Zone "AE"
Future Land Use	SFR, Single Family Residential
Highest & Best Use	Single Family Residential Development
Encumbrances	None Noted

Land Size Information

Gross Land Size	1.784 Acres or 77,711 SF
Front Footage	106 ft Sand Pine Drive;106 ft East Bay River

Indicators

Sale Price/Gross Acre	\$37,556
Sale Price/Gross SF	\$0.86

Remarks

This is a sale of approximately +/-1.784 acres of vacant waterfront land located along the southern bank of the East Bay River, near Navarre, Santa Rosa County Florida. The topography of the parcel in general is level to sloping. According to the applicable soil maps, approximately +/-60% of the parcel is comprised of soils that are described very poorly drained, however there are currently residential uses on similar soils found in the immediate vicinity which would indicate that filling and/or drainage systems would/could overcome any limitations due to soils. The remaining +/-40% of the parcel is comprised of upland soils that are well suited for urban development. All utilities are available to the parcel except sanitary sewer.

AERIAL MAP OF LAND SALE NO. 1



Land Sale No. 2

Property Identification

Record ID 3901
Property Type Vacant Waterfront Lot, Vacant Waterfront Lot
Property Name 0.172-Acre Vacant River Front Parcel
Address 5466 Munson Highway, Milton, Santa Rosa County, Florida
Location E/S Munson Highway
Tax ID 35-2N28-0000-00801-0000
Present Use Vacant Waterfront Lot

Sale Data

Grantor Jonathan R. Jacobs
Grantee Steven M. & Elsa G Williams
Sale Date April 11, 2009
Deed Book/Page 2894/438
Property Rights Fee Simple
Conditions of Sale Arms Length
Financing Cash To Seller
Sale History 06/2004 \$117,000
Verification Bruce McDonald; 850-748-4449, June 09, 2009; Other sources: MLS#354677, Public Records, Confirmed by Jerrod Sharp

Sale Price \$68,500

Land Data

Zoning R-1A, Single Family Residential
Topography Level to gently sloping, See Remarks
Utilities All Available
Dimensions 55 x 159.09 x 63.70 x 166.85
Shape Rectangular
Flood Info Zone "AE"
Highest & Best Use Residential Development
Encumbrances None Noted

Land Size Information

Gross Land Size 0.172 Acres or 7,492 SF
Front Footage 55 ft Munson Highway;64 ft Blackwater River

Indicators

Sale Price/Gross Acre \$398,256
Sale Price/Gross SF \$9.14
Sale Price/WFF \$1,070

Remarks

This is a recent sale of approximately +/-0.172-acre of vacant water front land situated along the western bank of the Blackwater River. The topography of the parcel in general is level to gently sloping. According to the applicable soil maps the entire parcel is comprised of soils that are considered "wet", however there are currently residential uses on similar soils found in the immediate vicinity which would indicate that filling and/or drainage systems would/could overcome any limitations due to soils.

AERIAL MAP OF LAND SALE NO. 2



Land Sale No. 3

Property Identification

Record ID 3903
Property Type Vacant Waterfront Lot, Vacant Waterfront Land
Property Name +/-3.89 acres of Vacant River Front Land
Address Perdido Lake Lane, Cantonment, Escambia County, Florida
Location W/S Perdido Lake Lane
Tax ID 312N315300000004
Present Use Vacant Waterfront land

Sale Data

Grantor Stanley D. Powell
Grantee Randall M. Spivey & Kenneth R. Spivey
Sale Date October 30, 2006
Deed Book/Page 6023/37
Property Rights Fee Simple
Conditions of Sale Arms Length
Financing Cash To Seller
Verification Kenneth Spivey; 850-587-4101, June 09, 2009; Other sources: Public Records, Confirmed by Jerrod Sharp

Sale Price \$110,000

Land Data

Zoning V-5
Topography Level to Steeply Sloping, See Remarks
Utilities Electric only
Shape Mostly Rectangular
Flood Info Zone "X", Zone "AE"
Highest & Best Use Single Family Residential Development
Encumbrances None Noted

Land Size Information

Gross Land Size 3.890 Acres or 169,448 SF
Front Footage 153 ft Perdido Lake lane (Dirt);230 ft Perdido River

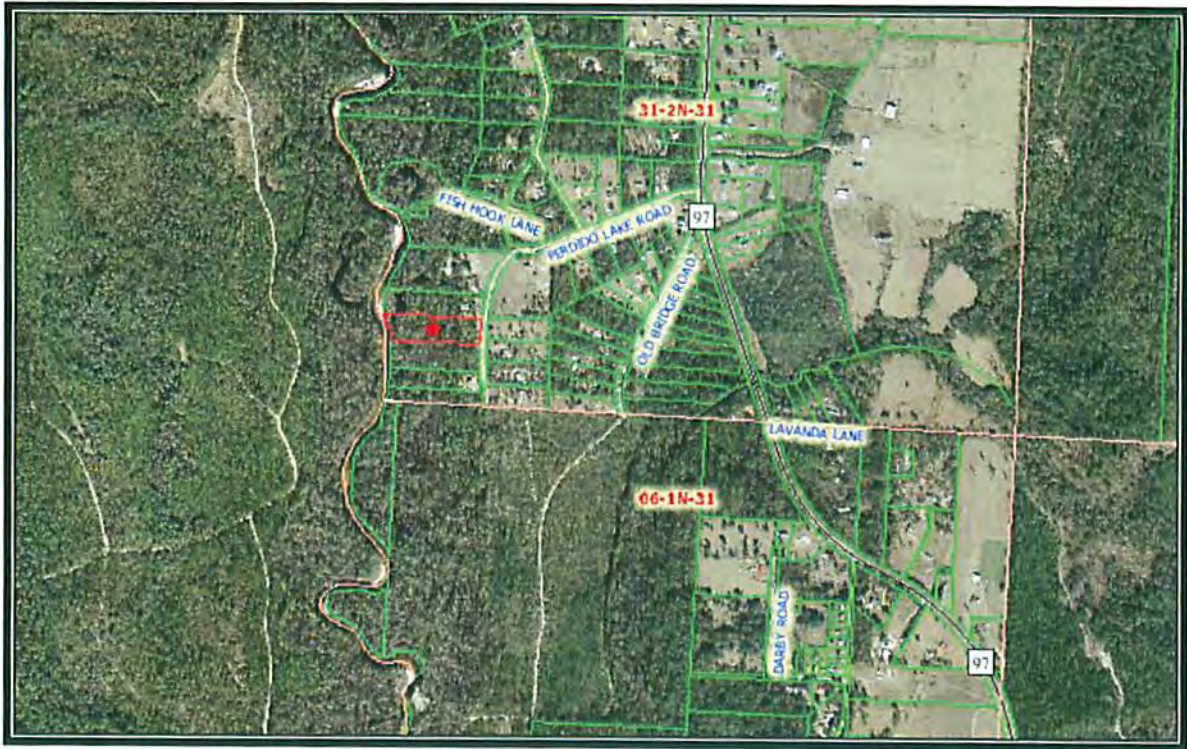
Indicators

Sale Price/Gross Acre \$28,278
Sale Price/Gross SF \$0.65
Sale Price/WFF \$478

Remarks

This is a sale of approximately +/-3.89 acres of vacant land located along the eastern shoreline of the Perdido River. The topography of the parcel in general is level to steeply sloping. According to the applicable soil maps approximately 25% of the parcel is comprised of Lake Land Sand, approximately 70% is comprised of Bigbee-Garcon-Fluvaquents Complex, and the remaining +/-5% of the parcel is comprised of upland soils. Current residential uses on similar soils found in the immediate vicinity would indicate that filling and/or drainage systems would/could possibly overcome limitations due to soils. The parcel is subject to the V-5 zoning classification, which will allow development at a density of one unit per acre without the presence of sanitary sewer.

AERIAL MAP OF LAND SALE NO. 3



Land Listing No. 4

Property Identification

Record ID 3909
Property Type Vacant Waterfront Lot, Vacant Waterfront Lot
Property Name 0.44-Acre Vacant Waterfront Lot
Address 5925 Hurst Hammock Road, Pensacola, Escambia County, Florida 32526
Location W/S of Hurst Hammock Road
Tax ID 012S322007000000
Present Use Vacant Waterfront Lot

Sale Data

Grantor Richard N. Smith, Sheila E. Smith, and Neil H. Smith
Survey Date TBD
Property Rights Fee Simple
Conditions of Sale Arms length
Financing Cash To Seller
Sale History None in last 5 years
Verification Terri Norton; 850-341-1082, June 09, 2009; Other sources: MLS#352302, Public Records, Confirmed by Jerrod Sharp

Listing Price \$139,900

Land Data

Zoning R-1, Single-Family Residential
Topography Level to gently sloping, Partially filled
Utilities All Available Except Sewer
Shape Mostly Rectangular
Flood Info Zone "AE"
Future Land Use AG, Agriculture
Highest & Best Use Single Family Residential Development
Encumbrances None Noted

Land Size Information

Gross Land Size 0.440 Acres or 19,166 SF
Front Footage 70 ft Hurst Hammock Road;75 ft Perdido River

Indicators

Sale Price/Gross Acre \$317,955
Sale Price/Gross SF \$7.30
Sale Price/WFF \$1,865

Remarks

This is an active listing of a 0.44-acre vacant waterfront lot located along the west side of Hurst Hammock Road, in Pensacola Florida. The parcel was previously improved with a single family residence however this improvement was severely damaged during Hurricane Ivan, and has since been removed. The topography of the parcel in general is level. According to the applicable soil maps the entire parcel is comprised of hurricane and Albany soils identified on the soil map as unit #47. This soil is described as somewhat poorly drained soils that are poorly suited for urban development; however portions of the parcel where the previous improvement was placed appear to have been filled. Existing site improvements include an artesian well, a small yard building, and a boat slip that has been built in a natural cove that extends easterly approximately +/-150 into the parcel which provide natural protection from winds and rain. From the western boundary one has a view of the Perdido River to the west and north, as well as one of the widest portions of the Perdido River as it feeds into the Perdido Bay to the south.

AERIAL MAP OF LAND LISTING NO. 4



SUMMARY APPRAISAL REPORT

SINGLE FAMILY RESIDENCE AND +/-2.63 ACRES
OF LAND

LOCATED AT 11860 MOBILE HIGHWAY,
BEULAH, ESCAMBIA COUNTY, FLORIDA

AS OF JULY 17, 2009

RE09JS6038-7



PREPARED FOR
ESCAMBIA COUNTY ENGINEERING DEPARTMENT
1190 WEST LEONARD STREET
PENSACOLA, FLORIDA 32504

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

KATHLEEN F. SEITHER
STATE-CERTIFIED GENERAL APPRAISER RZ3201

JERROD A. SHARP
STATE-CERTIFIED GENERAL APPRAISER RZ3287

July 27, 2009

Mr. Larry Goodwin, Real Estate Acquisition Supervisor
Escambia County Engineering Department
1190 West Leonard Street
Pensacola, Florida 32504

Re:\ Summary appraisal report of a single-family
residential home located at 11860 Mobile
Highway in Beulah, Escambia County, Florida

Dear Mr. Goodwin:

At your request, we have inspected the above referenced property for the purpose of estimating the market value of the property as of July 17, 2009, the date of inspection.

The subject property consists of a $\pm 4,943$ SF single-family residence situated upon ± 2.63 acres of land, located along the north side of "old" Mobile Highway and along the eastern shoreline of the Perdido River, and having a mailing address of 11860 Mobile Highway, in the Community of Beulah, Escambia County, Florida. The property rights appraised are fee simple.

By reason of our inspection and analysis, which is described in the accompanying summary report, we are of the opinion that the market value of the above referenced subject property as of July 17, 2009, is:

FINAL VALUE ESTIMATE "AS IS"
FOUR HUNDRED FORTY THOUSAND DOLLARS
(\$440,000)
Allocated as:

Land	\$105,000
Improvements	\$335,000

The above value estimate is subject to the limiting conditions and assumptions as reported herein, and the following special limiting conditions:

- 1) We have not received a survey of the subject tract and are not surveyors. We have utilized a legal description provided by the Escambia County Property Appraiser Office and we have defined the parcel to the best of our ability, as described herein. We assume that the parcel exists as set forth in this appraisal.
- 2) We assume that "old" Mobile Highway is public right of way that will continue to provide access to the subject property.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

Mr. Larry Goodwin

July 27, 2009

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289


Jerrod A. Sharp
State-Certified General Appraiser
Florida RZ3287

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: The subject property consists of a ±4,943 SF single-family residence situated upon ±2.63 acres of land, located along the north side of "old" Mobile Highway and along the eastern shoreline of the Perdido River, and having a mailing address of 11860 Mobile Highway, in the Community of Beulah, Escambia County, Florida.

OWNERSHIP: Gregory & Linda J. English
8828 Klondike Road
Pensacola, Florida 32526

LOCATION OF PROPERTY: The property is located along the north side of "old" Mobile Highway, in Section 10, Township 1S, Range 32W, in the Community of Beulah, in Escambia County, Florida

PURPOSE OF APPRAISAL: To estimate the market value of the subject property as of July 17, 2009.

PROPERTY RIGHTS APPRAISED: Fee Simple

DATE OF VALUATION: July 17, 2009

ZONING: R-R, Rural Residential

IMPROVEMENTS: ±4,943 SF single family residential dwelling

HIGHEST AND BEST USE: Single Family Residential Development

FINAL VALUE ESTIMATE:

±4,943 SF SFR with +/-2.63 Acres: \$440,000 **AS IS**

ESCMABIA COUNTY AERIAL MAP OF SUBJECT PROPERTY



PLAT OF SUBJECT PROPERTY

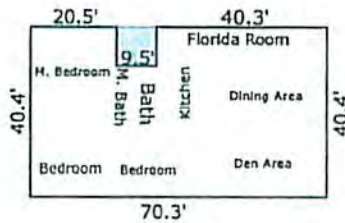


SKETCH OF SINGLE FAMILY RESIDENCE

First Floor



Second Floor

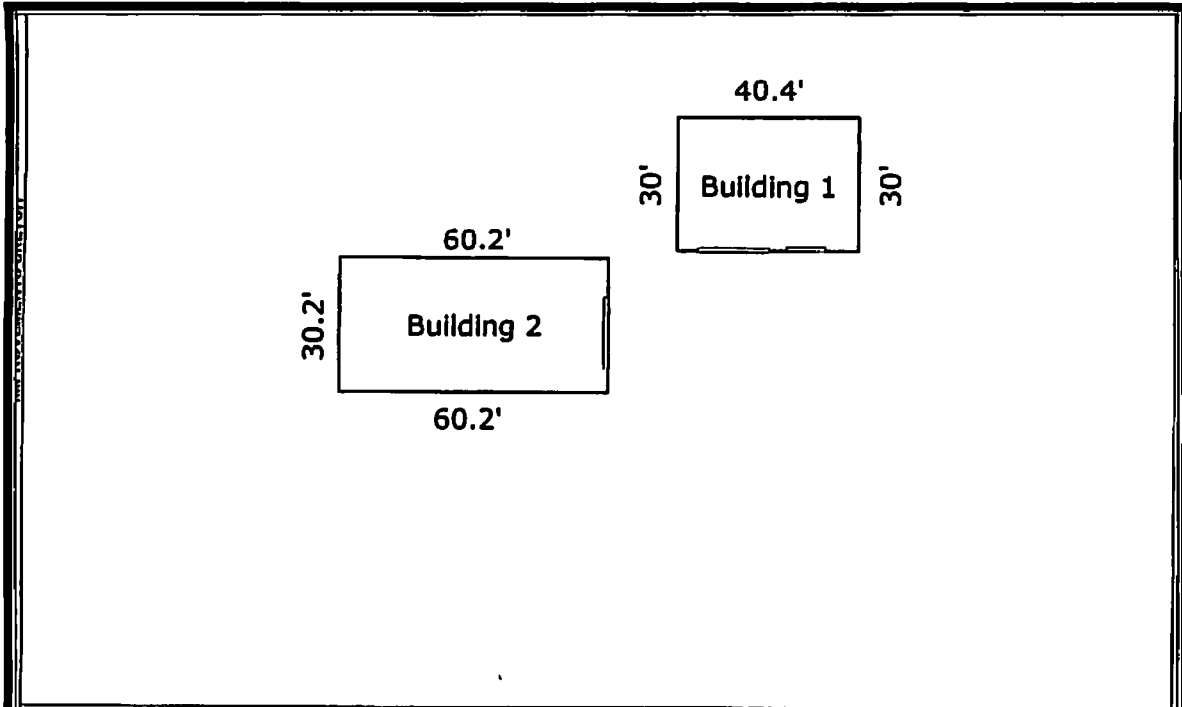


Comments

AREA CALCULATIONS SUMMARY				BUILDING AREA BREAKDOWN		
Code	Description	Net Size	Net Totals	Breakdown		Subtotals
GBA1	First Floor	2193.36		First Floor		
	Second Floor	2749.87	4943.23	31.20 x	70.30	2193.36
P/P	Front Porch	182.25		Second Floor		
	Upper Level Porch	90.25		20.50 x	9.50	194.75
	Rear Covered Porch	536.36	808.86	70.30 x	30.90	2172.27
OTH	Storage	110.40	110.40	9.50 x	40.30	382.65
Net BUILDING Area		(rounded)	4943	4 Items	(rounded)	4943

Scale: 1 = 3/8"

SKETCH OF SINGLE ADDITIONAL BUILDINGS



Comments:

AREA CALCULATIONS SUMMARY				BUILDING AREA BREAKDOWN	
Code	Description	Net Size	Net Totals	Breakdown	Subtotals
GBA1	Building 1	1212.00	3030.04	Building 1	
	Building 2	1818.04		60.40 x 30.00	1212.00
				Building 2	
				60.20 x 30.20	1818.04
Net BUILDING Area		(rounded)	3030	2 Items	(rounded) 3030

Scale: 1" = 33'

PHOTOGRAPHS OF SUBJECT PROPERTY



View of frontage along "old" Mobile Highway facing east along the southern boundary



View of frontage along "old" Mobile Highway facing west along the southern boundary

PHOTOGRAPHS OF SUBJECT PROPERTY



View of the southern side of the single family residence



View of the eastern side of the single family residence

PHOTOGRAPHS OF SUBJECT PROPERTY



View of the northern side of the single family residence facing south



View of the western side of the single family residence facing east

PHOTOGRAPHS OF SUBJECT PROPERTY



View of rear yard area facing west from eastern boundary



View of the pond located along the southern side of the single family residence

PHOTOGRAPHS OF SUBJECT PROPERTY



Interior view of the additional building identified as Building 1



View of an additional building that is identified as Building 2 in a previously presented sketch

PHOTOGRAPHS OF SUBJECT PROPERTY



Interior view of the additional building identified as Building 2



View of the well house that contains an artesian well, and houses the pump that pulls water from the Perdido River to operate the fountains in the pond

PHOTOGRAPHS OF SUBJECT PROPERTY



View of bedroom (1st Floor)



View of bedroom (1st Floor)

PHOTOGRAPHS OF SUBJECT PROPERTY



View of office (1st Floor)



View of a family room (1st Floor)

PHOTOGRAPHS OF SUBJECT PROPERTY



View of a family room (1st Floor), according to Mr. English the water on the floor is more than likely coming from a clogged air conditioning line



View of the den area (2nd Level)

PHOTOGRAPHS OF SUBJECT PROPERTY



View of the dining area (2nd Level)



View of the kitchen area (2nd Level)

PHOTOGRAPHS OF SUBJECT PROPERTY



View of Florida Room (2nd Level)



View of the backyard and the Perdido River from the Florida Room (2nd Level), note the cracked glass window

PHOTOGRAPHS OF SUBJECT PROPERTY



View of bedroom (2nd Level)



View of bedroom (2nd Level)

PHOTOGRAPHS OF SUBJECT PROPERTY



View of master bedroom (2nd Level)



View of master bath (2nd Level)

PHOTOGRAPHS OF SUBJECT PROPERTY



View of bathroom (2nd Level)

DATE OF REPORT

July 27, 2009

DATE OF VALUE ESTIMATE

July 17, 2009

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness other liens or special assessments against the property. Mineral, gas, and oil rights are not included in this appraisal.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of subject as of the date specified.

INTENDED USE OF APPRAISAL

It is our understanding that the client will use this appraisal for planning and acquisition purposes.

APPRAISAL PROBLEM

The appraisal problem is to estimate the market value of the subject property in fee simple. We believe the best solution to the land valuation problem is through the examination of the most similar sales data that we could obtain, augmented by adjustments to account for differences from the characteristics of the subject property.

SCOPE AND EXTENT OF COLLECTING, CONFIRMING AND REPORTING DATA

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use.

The Appraiser conducted a complete appraisal analysis. The conclusions of this analysis are reported in a summary format with all relative information included within this report.

Primary data concerning region, neighborhood and the property was obtained through research provided by the State of Florida and the local Chamber of Commerce; other information obtained from discussions with the city and county government officials, taxing authority, zoning authority, the Property Appraiser's Office and utility companies. Secondary data was obtained from the Northwest Regional Planning Council and Metro Market Trends (a data base company).

This firm has completed a number of appraisal assignments in the immediate area. The appraiser was able to identify the subject property utilizing information provided by the client. The appraiser then inspected subject property and surrounding locale. After inspecting the property, we have gathered the necessary information for use with the sales comparison approach to value. The appraiser gathered this information from public records, Pensacola Multiple Listing Service, and Metro Market

Trends (a data base company). The sales comparison method will involve physical comparison with similar undeveloped properties, which have sold recently. After obtaining a value indication from this approach, we reconcile to a final value estimate.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analyses. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to a 40-mile radius around the subject property, with most emphasis placed on those areas most approximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

"Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised, and each acting in what they consider their own best interest;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

¹ Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation (4/20/90).

EXPOSURE TIME

Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.²

We estimate the exposure time for this property to be 6 to 12 months.

² Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 1-2, b. iii, Comment, January 6, 1993, pages 2-5 through 2-8.

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

PROPERTY IDENTIFICATION AND LEGAL DESCRIPTION

The property being appraised is approximately ± 2.63 acres of improved land located along the north side of "old" Mobile Highway, and having a mailing address of 11860 Mobile Highway in the Community of Beulah, in Escambia County, Florida. As we have not been provided a survey of the subject property, we rely on the records of the Escambia County Property Appraiser for the legal description of the subject property. A copy of said legal description can be found in the assessment records located in the addenda of this report.

TAXES AND ASSESSMENT

The subject property is identified by the Escambia County Property Appraiser's Office as parcel Id #10-1S-32-7001-000-000. Per the assessment records, the current owner of the parcel is listed as Gregory S. & Linda J. English, 8828 Klondike Road, Pensacola, Florida 32526. The total 2008 assessment is \$312,807, allocated as follows: \$52,093 attributed to the land and \$260,714 attributed to the improvements. The gross 2008 taxes are listed as \$4,900.21. A copy of the assessments records and tax records are located in the addenda of this report for the reader's review.

ZONING OF SUBJECT PROPERTY

According to the Escambia County Zoning Department the subject property is within the "R-R, Rural Residential District (cumulative) Low Density". This zoning district allows development at a density of two dwellings per one acre. A basic summary of the "R-R, Rural Residential District (cumulative) Low Density" classification is included below:

6.05.02. RR rural residential district (cumulative), low density.

A. *Intent and purpose of district.* This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
2. Any use permitted in the preceding district except as noted below.

C. *Conditional uses.*

1. Public riding stables.
2. Kennels.
3. Animal hospitals and veterinary clinics.
4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
5. Home occupations with employees.
6. Shooting ranges, gun and rifle clubs, etc.
7. Country clubs, golf courses and tennis clubs.
8. Any conditional use permitted in the preceding district, except antenna towers.
9. Guest residence for medical care.
10. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
11. Solid waste transfer stations, collection points, and/or processing facilities.

D. Prohibited uses.

1. Any use prohibited in the AG district.
2. Commercial communication towers.
3. Junkyards, salvage yards, and waste tire processing facilities.

E. Site and building requirements.

1. *Lot area, minimum.*

Single-family dwelling . . . 1/2 acre

Horses and private stables . . . 2 acres

Campgrounds . . . 5 acres

Place of worship . . . 1 acre

Educational facilities . . . 1 acre

Kennels . . . 2 acres

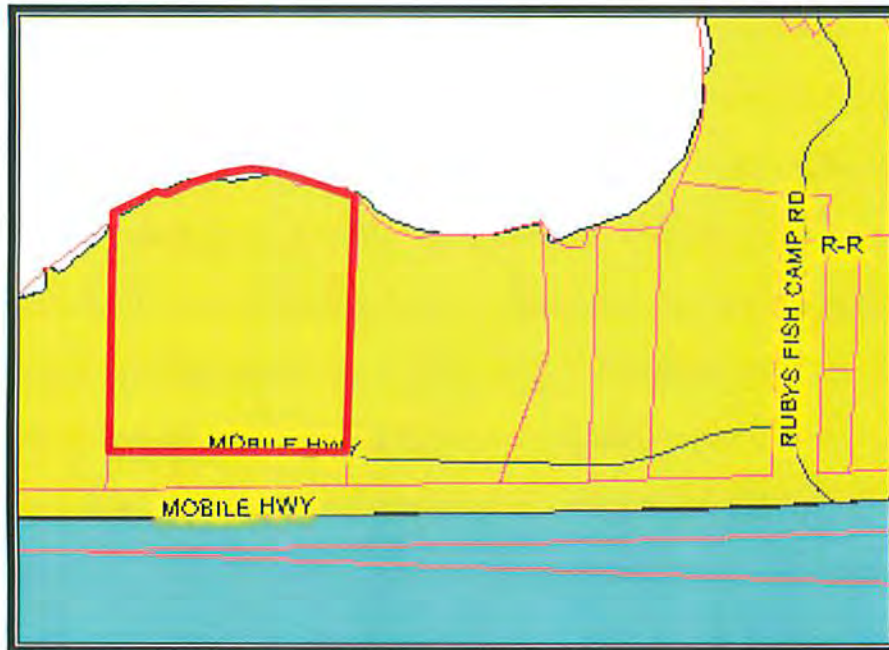
Keeping of farm animals . . . 2 acres

2. *Lot coverage.* At least 20 percent of each lot or parcel shall remain pervious (80 percent maximum impervious cover ratio).
3. *Lot width.* The minimum lot width at the front building line shall be 100 feet and 80 feet at the street right-of-way. Every cul-de-sac shall have a minimum of 40 feet at the street right-of-way.
4. *Front yard.* There shall be a front yard having a depth of not less than 40 feet.
5. *Rear yard.* The minimum rear yard shall not be less than 40 feet in depth. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.
6. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line, however, required side yards need not exceed 15 feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.
7. *Private stables or other structures for housing (sheltering) farm animals.* No stables may be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit.

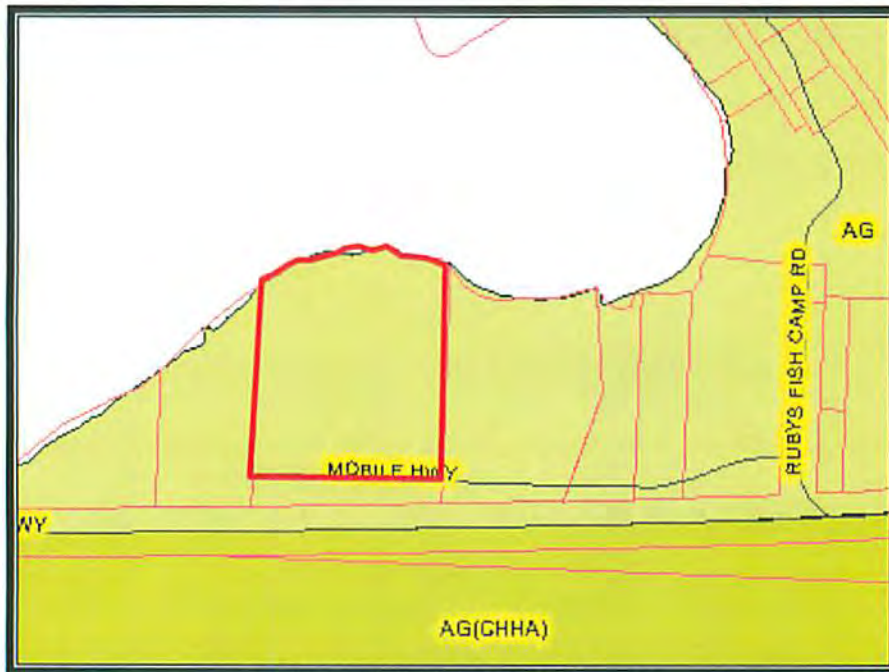
F. Landscaping. See section 7.01.00.

G. Signs. See article 8.

CURRENT ZONING MAP EXHIBIT



FUTURE LAND USE EXHIBIT



Subject Parcel is outlined in red

Future Land Use - The entire subject parcel is located in the "AG", agriculture future land use designation. This designation is consistent with the previously stated zoning classification.

HISTORY OF PROPERTY

Based on our review of the Escambia County public records, the most recent transaction related to the subject property is indicated on a Warranty Deed recorded at OR Book 6007, Page 0090. According to this deed, the subject property was conveyed to Gregory S. & Linda J. English (grantee) from MLC LLC (grantor) on October 6, 2006 for a total consideration of \$400,000. Mr. English advised that the single family residence was in poor condition at the time of purchase and in need of substantial repair, and that he has spent approximately +/- \$200,000 in renovations and repairs. Mr. English verified that he purchased the property from MLC LLC and that the property was being foreclosed on at the time of purchase. Mr. English also advised that the consideration recorded in the Escambia County public records is not accurate and that the actual purchase price for the subject was \$550,000. This transaction is given little consideration, due to the inconsistency in the price stated by Mr. English and the price recorded in the Escambia County public records. A copy of this Warranty Deed can be found within the addenda of this report for the reader's review.

ANALYSIS OF SUBJECT NEIGHBORHOOD

The subject property is located approximately +/-15 miles northwest of the City of Pensacola, approximately +/-2.5 miles west of the Community of Beulah, and approximately +/-2.50 miles east of the Community of Seminole, Alabama. The subject property has frontage along the eastern shore of the Perdido River, which is also the Florida/Alabama State Line. The neighborhood boundaries consist of Muscogee Road to the north, Hurst Hammock Road to the south, Pine Forest Road to the east, and Greek Cemetery Road to the west. Primary access to the area is provided by U.S. Highway 90 (Mobile Highway), which travels westerly from the City of Pensacola to the City of Mobile, Alabama. Interstate 10, the primary interstate running an east/west route

for the Gulf Coast, lies just +/-3.5 miles south, however the nearest access to the interstate is provided via an interchange with U.S. Highway 90, which lies approximately +/-6.5 miles east of the subject property.

The general area is comprised of mostly low-density residential usage with some supportive commercial development along the major roadways, i.e., Mobile Highway (U.S. Highway 90) and Nine Mile Road. Generally, as one progresses west, densities decrease. The immediate area consists of low density residential use with the exception of Ruby's Fish Camp, which is a small commercial establishment that caters to river enthusiasts selling snacks, wine coolers, beer, bait, and providing an area where one can pay to launch a boat. The immediate area surrounding the subject has not been traditionally popular for residential purposes and consists primarily of older single-family dwellings and manufactured homes, most of which are situated on large sites. It has primarily been utilized by people desiring larger land tracts or areas that would permit mobile homes. The proliferation of mobile homes and low-income housing diminishes the attractiveness of the area for new residential subdivisions, however, we believe the characteristics of this area to be slowly changing.

As previously mentioned, the subject property is situated along the eastern shoreline of the Perdido River, approximately +/-8.5 river miles north of the Perdido Bay. The Perdido River is a navigable river however according to locals it is subject to log jams that often make navigation all the way to the Perdido Bay a difficult, and sometimes impossible, task. The Perdido River does offer opportunities for a variety of outdoor recreation. The Perdido River is popular for swimming, fishing, camping, and paddling. Additional recreation activities such as hiking, horseback riding, and other outdoor related activities are also immediately available; while dining, theater productions, Gulf fishing and swimming, et al, are proximate to the local population center of Pensacola. The Gulf of Mexico beaches are approximately 30 minutes south.

We conclude that the subject property is located in an environment that could be described as in gradual transition to a more densely populated suburban or bedroom community to Pensacola. The majority of the surrounding land remains in agricultural and timber usage, with residential development becoming more common.

The market conditions in the area are best described as declining. Marketing times are increasing, with an excessive number of active listings throughout the Pensacola area, and seller negotiations are becoming more typical.

SITE DATA

The subject site contains approximately +/-2.63 acres of waterfront land located along the north side of "old" Mobile Highway, and the eastern bank of the Perdido River, in Escambia County Florida.

The subject property benefits from approximately +/-320' of frontage along the eastern bank of the Perdido River, which parallels the northern boundary. From the natural shoreline of the northern boundary one is able to enjoy beautiful scenic views of the Perdido River both west and northeast. The shoreline at the subject property is partially wooded, with a bank that slopes approximately 1' to 1.5' into the water. The river appears to be slow flowing, and is an average of +/-125' wide in the general area of the subject property. The parcel is situated approximately +/-0.15-mile, by river, northeast of the concrete bridge extending along Mobile Highway from Escambia County Florida to Baldwin County Alabama, therefore the location and/or proximity of the bridge has little/no impact on the subject property.

The subject property has access via "old" Mobile Highway, which parallels the southern boundary of the subject property. The subject benefits from approximately +/- 320' of paved frontage along this road.

Mobile Highway was improved, and moved, from its original location at some time in the past and "old" Mobile Highway was left in order to provide access to the seven properties situated along this road. This appraisal is based on the assumption that "old" Mobile Highway is public right of way. In the event that this roadway does not provide public right of way this report would be rendered invalid or subject to revision.

Utilities available at the subject's location include community water, and electric service. Sanitary sewer service is not available to the subject parcel and septic tank usage is prevalent in the area.

Per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel Number 12033C0265 G, it is indicated that the entire subject site is situated within an "A" flood zone, an area of the 100-year flood, where base flood elevations have not been determined. The reader is referred to the exhibits section of this report for a visual reference to the location of these areas on the parcel.

The subject site is primarily cleared with only a few remaining trees, which are located along/near the river bank at the northern boundary. The topography of the subject property in general, is level to gently sloping. According to the applicable soil survey the entire parcel is comprised of Pickney Sand (#48 per soil map). This soil type is typical in the area and is described as somewhat to poorly drained soil that is poorly suited to urban or recreational uses because of wetness and occasional flooding. During the site inspection the appraiser noted that there are currently residential uses on similar soils found in the immediate vicinity which indicates that filling and/or drainage systems would overcome any limitations due to soils, and that the subject

parcel appears to have previously been filled. A copy of the applicable soil map was presented earlier in the exhibits section of this report.

The subject property also contains a +/-0.25-acre pond located along the southern boundary. The pond is rectangular in shape and appears to vary in depth. Our perception is that this pond adds amenity to the property.

DESCRIPTION OF IMPROVEMENTS

Site improvements – Site improvements include fill, a concrete drive leading from Old Mobile Highway to the home, a pond, an aeration system for the pond that utilizes water from the Perdido River, an artesian well, landscaping, brick and iron fencing, electric gate, a metal equipment building/barn, a garage/workshop, septic tank, and utility connections.

Improvement Description - The subject site is improved with a good quality colonial style two-story residential home that contains approximately ±4,943 SF of finished living area with five bedrooms and three full bathrooms. Additional rooms include a kitchen (2nd Floor), a large family room (1st Floor), a dining area (2nd Floor), a large den (2nd Floor), and an office (1st Floor). There are additional improvements such as a metal equipment building/barn, a garage/workshop, and a well house.

The exterior of the subject structure is brick, and contains an asphalt shingle roof, and exterior lighting. Entry/exit ways to the dwelling include; two glass sliding door entry/exits on the rear upper level covered porch, one wooden/glass entry/exit door located on the first floor along the northern side of the dwelling under the covered porch, two glass/wood French doors located on the first floor along the western side of the dwelling, and one wooden entry/exit door located in the front under the covered porch along the southern side of the dwelling. Access to the rear porch from the ground level is gained via wooden stairs from the ground level.

The interior of the subject is of good quality and provides a floor plan consistent with a modern single-family home. The improvement contains one master bedroom and master bath, four additional bedrooms, and two additional full baths. The central living area contains a den, dining area, and a kitchen. The kitchen contains new cabinetry, a sink area, and all of the necessary appliances such as a stove and oven, large refrigerator/freezer, dishwasher, etc. From the residence one is able to enjoy the picturesque views of the Perdido River, as well as a good and the rear yard area.

The residence appears to be in the process of being renovated/repared. The interior contains a mixture of hard wood, tile, and exposed concrete flooring. The areas that contain exposed concrete flooring include two bedrooms (2nd Floor), 2 bedrooms (1st Floor), family room (1st Floor), office (1st Floor), and a hallway (1st Floor). The walls are primarily painted gypsum board with painted wood trim however there are areas that contain exposed brick and wood panel walls (family room 1st Floor). The ceiling throughout the residence consists of painted drywall. Lighting in the home is of residential fixtures with incandescent lighting and some ceiling fans. The appraiser noted that the majority of light switches, electrical outlets, phone jacks, etc. were in need of covers, that a light fixture needed to be hung in the office (1st Floor), that doors needed to be hung in several rooms, and that door knobs needed to be installed on several of the previously hung doors. The appraiser estimates that the repairs/renovations are approximately +/-90% complete.

As previously mentioned, the subject property does contain a 30.2 x 60.2 metal equipment building/barn. This building contains an unfinished concrete floor, and provides approximately +/-1,818 SF of storage area. It is constructed of painted metal over a steel/wood frame, with a metal roof. Interior lighting is via drop down halogen lighting. It has a large bay door entrance on its eastern end. Additionally the property is improved with a 30 x 40.4 garage/workshop. This building contains an unfinished concrete floor, and provides approximately +/-1,212 SF of storage area. It is

constructed of siding over a steel/wood frame, with a metal roof. Interior lighting is halogen track lighting. It has a large bay door entrance and an additional single car garage door entrance along its southern side, and a walk-in entrance on its northern side. The property also contains a 12 x 10 well house of wooden construction. The appraiser was unable to determine the exact age of these additional improvements however they appear to be in average/good condition with no notable deferred maintenance. Please refer to the exhibits section of this report for a visual reference of these improvements.

According to the Escambia County Property Appraisers assessment information, the subject dwelling was constructed in 1973, and has an actual age of 36 years. The residence has recently undergone recent renovations/repairs. We estimate an effective age for the subject of 15 years, as the subject appeared to be of good quality and in average condition at the time of inspection, with a cracked glass window in the Florida room being the only noticeable deferred maintenance.

Brief descriptions of the building specifications are as follows:

Foundation:	Slab on grade
Exterior walls:	Brick over wood frame.
Roof:	Asphalt Shingle
Floor Cover:	Wood, tile, and exposed concrete flooring.
Interior Walls:	Primarily painted gypsum board with painted wood trim
Ceiling:	Painted drywall throughout
Lighting:	Residential fixtures with incandescent lighting and some ceiling fans
HVAC:	Central heat and air, with some ceiling fans.
Fenestration:	Double-pane glass windows in metal frames; primarily wood doors.

Other: large covered front porch, covered rear porch covered rear patio, etc.

Site Improvements: A concrete drive leading from Old Mobile Highway to the home, fill dirt, a pond, an aeration system for the pond that utilizes water from the Perdido River, an artesian well, landscaping, brick and iron fencing, electric gate, septic tank, and utility connections.

Age/Effective Age: A-36/E 15

Remaining Economic Life: 45-years

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses legally permissible at that site
- 2) The uses physically possible on the site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

The highest and best use of each appraised parcel will be identified in the appropriate valuation section of this report.

Legally Possible Uses - The subject property is within the "R-R, Rural Residential District (cumulative) Low Density". This zoning district allows development at a density of two dwellings per one acre.

Physically Possible Uses - As vacant, the subject property contains approximately +/-2.63 acres of waterfront land located along the northern right of way of "old" Mobile Highway, and the eastern bank of the Perdido River, in Escambia County Florida. The property benefits from approximately +/-320' of frontage along the eastern bank of the Perdido River, which parallels the western boundary.

The topography of the subject property in general, is level to gently sloping. According to the applicable soil survey the entire parcel is comprised of Pickney Sand (#48 per soil map), which is described as poorly drained soil, however residential uses on similar soils in the immediate area indicate that any soil limitations can be overcome by filling and/or drainage systems. The appraiser noted during the inspection that the subject parcel appeared to have previously been filled, and that the entire parcel appeared to be dry.

The subject property has good access via "old" Mobile Highway and contains approximately +/-320' of paved frontage along this roadway.

Financially Feasible Uses - Financially feasible uses are best exhibited by reviewing surrounding properties within the immediate area, but likewise by studying what uses might be anticipated for the foreseeable future. This is a rural area of average residential uses situated within relatively low-density residential settings. Most residents in this area are either long-term residents or people looking for more room and/or larger home sites. Development with a single family residence would be the most reasonable expectation and would take advantage of the properties characteristics (size, topography, zoning, river frontage, road frontage, and rural setting). Single family residential use is also the use, which is most prevalent in the immediate surroundings.

Maximally Productive Use - Considering the physically possible, legally permissible, and financially feasible uses, we are of the opinion that the highest and best use of the subject property "as vacant" is for single-family residential development.

"AS IMPROVED"

The subject property presently contains a single-family home in average/good condition. This improvement was built in 1973 and has an actual age of 36 years, and an effective age of 15 years. The home appears to be in average/good condition and contributes to the value of the subject property. This structure conforms to Escambia County zoning. The highest and best use of the subject property "as vacant" is for single-family residential development, and we believe that the present use of the subject property is the highest and best use of the subject property "as improved".

APPROACHES TO VALUE USED AND EXCLUDED

There are three approaches to value or techniques that are utilized in the appraisal of real property. The appraiser has given consideration to all three approaches, but has determined the Income Approach is inappropriate to the valuation of the subject property as this is a property type that is typically owner-occupied. The income approach to value lacks relevance to the valuation as it has minimal market support and is therefore excluded from our analysis. The sales comparison approach to value is the most valid indicator of value. The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property than the cost of acquiring a like property of equal utility. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of property before deciding to purchase a particular property.

We shall first employ the sales comparison approach to provide a value of the raw land, as though vacant and available for development to its highest and best use. Once this is accomplished, we shall use this information to develop our cost approach. We shall then use an additional sales comparison analysis to value the contribution of the land and improvements. A review of the separate indications will then be made in the final reconciliation of the market value.

LAND VALUATION

We have located several comparables that provide for a good comparison to the subject parcel. The land sales deemed the most comparable are described within the respective sale data sheets on the following pages. On a subsequent page is a Land Sales Comparison grid that summarizes characteristics of the subject site, the comparable sales and adjustments made by the appraiser to arrive at a value for the subject site. With this in mind, we proceed with the presentation of the sale data sheets for the selected comparable sales.

LOCATION MAP OF SUBJECT AND COMPARABLES



Land Sale No. 1

Property Identification

Record ID 3907
Property Type Vacant Waterfront Lot, Vacant Waterfront Lot
Property Name +/-1.784 acres of vacant waterfront land
Address 8624 Sand Pine Drive, Navarre, Santa Rosa County, Florida
32566
Location S/S Sand Pine Drive
Tax ID 09-2S-26-1020-01100-0160
Present Use Vacant Waterfront land

Sale Data

Grantor Elvyn A. & Leonila G. Blyden
Grantee Daniel R. Taylor & Dana L. Athnos
Sale Date July 02, 2009
Deed Book/Page 2913/1799
Property Rights Fee Simple
Conditions of Sale Arms length
Financing Cash To Seller
Sale History None in Last 5 Years
Verification Robert Lanni; 216-272-6385, June 20, 2009; Other sources:
MLS#320817, Public Records, Confirmed by Jerrod Sharp

Sale Price \$67,000

Land Data

Zoning R-1, Single Family Residential
Topography Level to Sloping, 60% Wet
Utilities All Available except Sewer
Shape Mostly Rectangular
Flood Info Zone "X", Zone "AE"
Future Land Use SFR, Single Family Residential
Highest & Best Use Single Family Residential Development
Encumbrances None Noted

Land Size Information

Gross Land Size 1.784 Acres or 77,711 SF
Front Footage 106 ft Sand Pine Drive; 106 ft East Bay River

Indicators

Sale Price/Gross Acre \$37,556
Sale Price/Gross SF \$0.86

Remarks

This is a sale of approximately +/-1.784 acres of vacant waterfront land located along the southern bank of the East Bay River, near Navarre, Santa Rosa County Florida. The topography of the parcel in general is level to sloping. According to the applicable soil maps, approximately +/-60% of the parcel is comprised of soils that are described as somewhat to very poorly drained. The remaining +/-40% of the parcel is comprised of upland soils that are well suited for urban development. All utilities are available to the parcel except sanitary sewer.

AERIAL MAP OF LAND SALE NO. 1



Land Sale No. 2

Property Identification

Record ID 3962
Property Type Waterfront Land, Waterfront
Property Name Waterfront Land
Address Milton, Santa Rosa County, Florida
Location E/S Broad Street
Tax ID 03-1N-28-2530-00700-0030, -00700-0011
Present Use Residential

Sale Data

Grantor Hong H. Peck 25% Int, Chien S. Harriman 50% Int, Minh T, Harriman 25% Int
Grantee Norman P. Hill
Sale Date May 14, 2009
Deed Book/Page See Remarks
Property Rights Fee Simple
Conditions of Sale Arms Length
Financing Cash or Equivalent
Verification Barbara Odom; 850-434-6366, July 29, 2009; Other sources: MLS#366201, Public Records, Confirmed by Jerrod Sharp

Sale Price \$125,100
Downward Adjustment \$30,000 Demo costs + val. of remaining improvement
Adjusted Price \$95,100

Land Data

Zoning R-1, Single-Family Residential
Topography Level to sloping, 40% Wet
Utilities All available or proximate
Shape Irregular
Flood Info Zone X and AE
Highest & Best Use Single Family Residential Development
Encumbrances No detrimental encumbrances

Land Size Information

Gross Land Size 2.520 Acres or 109,771 SF
Front Footage 168 ft Black Water River; 260 ft Broad Street

Indicators

Sale Price/Gross Acre \$49,643
Sale Price/Gross SF \$1.14

Land Sale No. 2 (Cont.)

Remarks

This is a sale of approximately +/-2.52 acres of waterfront land located along the west bank of the Black Water River, in Milton, Santa Rosa County Florida. The warranty Deeds that convey the interests owned to Norman P. Hill (Grantee) can be found recorded in the Santa Rosa County Records at Book 2901 Page 1884, Book 2901 Page 1882, and Book 2901 Page 1880.

At the time of sale the property was improved with 2 residential structures. One of the structures did not contribute to the value of the property and demo costs are estimated at approximately +/- \$10,000. The remaining structure did contribute approximately +/- \$40,000 to the value of the property. These totals combined indicate a contribution to the value of the parcel of approximately +/- \$30,000.

The topography of the parcel in general is level to sloping. According to the applicable soil maps, approximately +/-40% of the parcel is comprised of soils that are described as somewhat to very poorly drained. The remaining +/-60% of the parcel is comprised of upland soils that are suited for urban development. All utilities are available or proximate to the property.

AERIAL MAP OF LAND SALE NO. 2



Land Sale No. 3

Property Identification

Record ID 3903
Property Type Vacant Waterfront Lot, Vacant Waterfront Land
Property Name +/-3.89 acres of Vacant River Front Land
Address Perdido Lake Lane, Cantonment, Escambia County, Florida
Location W/S Perdido Lake Lane
Tax ID 312N315300000004
Present Use Vacant Waterfront land

Sale Data

Grantor Stanley D. Powell
Grantee Randall M. Spivey & Kenneth R. Spivey
Sale Date October 30, 2006
Deed Book/Page 6023/37
Property Rights Fee Simple
Conditions of Sale Arms Length
Financing Cash To Seller
Verification Kenneth Spivey; 850-587-4101, June 09, 2009; Other sources: Public Records, Confirmed by Jerrod Sharp

Sale Price \$110,000

Land Data

Zoning V-5
Topography Level to Steeply Sloping, See Remarks
Utilities Electric only
Shape Mostly Rectangular
Flood Info Zone "X", Zone "AE"
Highest & Best Use Single Family Residential Development
Encumbrances None Noted

Land Size Information

Gross Land Size 3.890 Acres or 169,448 SF
Front Footage 153 ft Perdido Lake lane (Dirt); 230 ft Perdido River

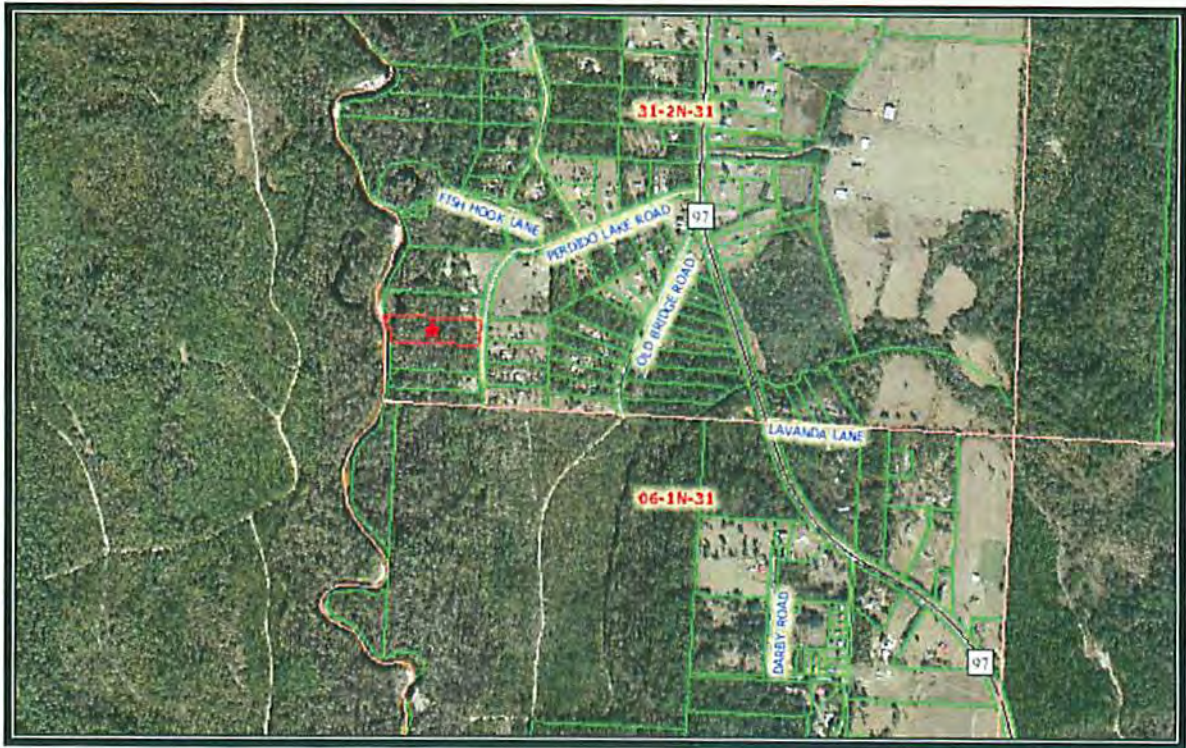
Indicators

Sale Price/Gross Acre \$28,278
Sale Price/Gross SF \$0.65
Sale Price/WFF \$478

Remarks

This is a sale of approximately +/-3.89 acres of vacant land located along the eastern shoreline of the Perdido River. The topography of the parcel in general is level to steeply sloping. According to the applicable soil maps approximately 25% of the parcel is comprised of Lake Land Sand, approximately 70% is comprised of Bigbee-Garcon-Fluvaquents Complex, and the remaining +/-5% of the parcel is comprised of upland soils. The parcel is subject to the V-5 zoning classification, which will allow development at a density of one unit per acre without the presence of sanitary sewer.

AERIAL MAP OF LAND SALE NO. 3



Land Listing No. 4

Property Identification

Record ID 3964
Property Type Waterfront Land, Waterfront
Property Name Waterfront Land
Address 5951 Cooper Basin Drive, Milton, Santa Rosa County, Florida
Tax ID 30-2N-27-0000-00300-0000
Present Use Residential

Sale Data

Grantor Clyde Pace & Clayton Pace
Survey Date TBD
Property Rights Fee Simple
Conditions of Sale Arms Length
Financing Cash or Equivalent
Sale History None in last 5 years
Verification Barbara Kirkland; 850-324-0253, July 29, 2009; Other sources: MLS#369401, Public Records, Confirmed by Jerrod Sharp

Listing Price \$179,500
Upward Adjustment \$5,375 Demo Costs

Land Data

Zoning R-1, Residential
Topography Level to gently sloping, 25% Wet
Utilities All available except Sewer
Shape Irregular
Flood Info Zone X, Zone AE
Highest & Best Use Single Family Residential Development
Encumbrances None Noted

Land Size Information

Gross Land Size 2.604 Acres or 113,430 SF
Front Footage 250 ft Cooper Basin; 320 ft Cooper Basin Drive

Indicators

Sale Price/Gross Acre \$68,932
Sale Price/Gross SF \$1.58

Remarks

This is an active listing of approximately +/-2.602 acres of waterfront land located along the southern shoreline of Cooper Basin. The site is currently improved with a +/-1,075 SF residential structure, however no value is given to the structure in the listing price as it is quite aged, and in need of significant renovation and/or repairs. Demo and clean up costs are estimated at approximately \$5,375. Additional site improvements consist of a private well, septic tank, 2 heavy wooden docks, and a boat launch.

The topography of the parcel in general is level to gently sloping. According to the applicable soil maps approximately +/-25% of the parcel contains soils that are considered "wet", while the remaining +/-75% of the soils are conducive to urban development. The "wet" soils can be found along the shoreline proximate to Cooper Basin

AERIAL MAP OF LAND LISTING NO. 4



LAND SALES COMPARISON

ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		LAND LISTING 4	
Location	11860 Mobile Highway	8624 Sand Pine Dr.		5322 Broad Street		Perdido Lake Lane		5951 Cooper Basin	
Proximity to Subject	N/A	35 Miles Southeast		25 Miles Northeast		8 Miles North		28 Miles Northeast	
Sales Price	N/A	\$67,000		\$125,100		\$110,000		\$179,500	
Site Area (Ac)	2.63	1.784		2.520		3.89		2.604	
Site Area (SF)	114,562	77,711		109,771		169,448		113,430	
Sales Price/Ac	N/A	\$37,556		\$49,643		\$28,278		\$68,932	
Sales Price/SF	N/A	\$0.86		\$1.14		\$0.65		\$1.58	
Sales Price/WFF	N/A	\$632		\$745		\$478		\$767	
Property Rights	Fee Simple	Similar		Similar		Similar		Similar	
Adjusted Price/Price Per Lot	N/A	\$67,000		\$125,100		\$110,000		\$179,500	
Financing	Cash or Equiv	Similar		Similar		Similar		Similar	
Adjusted Price/Price Per Lot	N/A	\$67,000		\$125,100		\$110,000		\$179,500	
Conditions of Sale	Arm's Length	Similar		Similar		Similar		Neg. Allow. -25%	
Adjusted Price/Price Per Lot	N/A	\$67,000		\$125,100		\$110,000		\$134,625	
Buyer Expenditures	None	Similar		Val. Of Improv. -24%		Similar		Demo Cost 3.0%	
Adjusted Price/Price Per Lot	N/A	\$67,000		\$95,076		\$110,000		\$138,664	
Time/Mkt Condition	Jul-09	Jul-09		May-09		Oct-06 -25%		TBD	
Adjusted Price/Price Per Lot	N/A	\$67,000		\$95,076		\$82,500		\$138,664	
Location	11860 Mobile Highway	Similar		Superior -5%		Inferior 10%		Similar	
Site Area (SF)	114,562	77,711		109,771		169,448		113,430	
Water Frontage "R"	320	106 35%		168 5%		230		250 5%	
View	Perdido River	Similar		Similar		Similar		Basin -15%	
Zoning	R-R	R-1 -5%		R-1 -5%		V-5 5%		R-1 -5%	
Utilities	All Avail. Except Sewer	Similar		All avail or prox -5%		Electric Only 5%		Similar	
Topography	Lvl to gntly slop/Filled	Inferior 20%		Inferior 25%		Inferior 15%		Inferior 10%	
Functional Utility	Average	Similar		Similar		Similar		Similar	
Improvements	None	None		None		None		2 Dcks, BitRmp, Well, Septic -15%	
Encumbrances	None Noted	Similar		Similar		Similar		Similar	
Net Phys Adj %	N/A	50%		15%		35%		-20%	
Adjusted Value/Price Per Lot		\$100,500		\$109,337		\$111,375		\$110,931	

ANALYSIS OF COMPARABLE SALES AND EXPLANATION OF ADJUSTMENTS

Unit of Comparison – A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of "Price Per Lot". We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales and the pending sale were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, all of the comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. We have applied a negative adjustment to active listing 4 to allow for typical negotiation allowances.

Buyer Expenditures – The selected comparable sales did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary for these comparables. An adjustment is applied to Sale 2 in order to account for the cost associated with demolishing one of the improvements and the value contributed by the remaining improvement. A positive adjustment is applied to Listing 4 in order to account for demo costs that will be incurred by a buyer.

Time/Market Conditions – The market is currently declining, therefore a negative time market adjustment is applied to Sale 3, which occurred during better market conditions.

Location – This category is to adjust for location differences. Sale 2 is considered superior to the subject being located in close proximity to services, therefore a negative adjustment is applied. Sale 3 is considered inferior to the subject being located further away from services, and on a much narrower part of the Perdido River, therefore a positive adjustment is applied. All other comparables are considered similar to the subject and no further adjustments are necessary.

Site Area/Water Frontage – The subject property is approximately ± 2.63 acres of waterfront land that benefits from approximately $\pm 320'$ ("R") of waterfront along the eastern shoreline of the Perdido River. Sale 1 is smaller in size and contains less water frontage therefore a positive adjustment is applied. Sale 2 and Listing 4 are slightly smaller in size and contain less water frontage therefore a positive adjustment is applied

to each. Sale 3 is larger in size however contains less water frontage therefore no adjustment was necessary.

View – The subject property is situated along the eastern bank of the Perdido River, which is an average of +/-125' wide in the general area of the subject property. All of the comparables, except Listing 4, benefit from similar river views and no adjustments are necessary. Listing 4 is considered superior to the subject benefiting from views of the much wider Cooper Basin; therefore a negative adjustment is applied.

Zoning – The subject parcel is subject to the R-R zoning district. This zoning allows development at a density of two units per one acre. All of the comparables, except Sale 3, have zoning designations that allow denser development therefore a negative adjustment is applied to each. Sale 3 is considered inferior to the subject designated with the V-5 zoning classification, which with out the presence of sewer may only be developed at a density of one unit per acre, therefore a positive adjustment is applied.

Utilities – The subject property possess access to all necessary utilities, with the exception of sewer service. This category takes into consideration the availability of utilities to the subject parcel. Sale 2 is considered superior to the subject having access to all of the necessary public utilities therefore a negative adjustment is applied. Sale 3 is considered inferior to the subject having access to only electric service therefore a positive adjustment is applied. All other comparables are considered similar to the subject and no other adjustments are necessary.

Topography – The topography of the subject property in general, is level to gently sloping. According to the applicable soil survey the entire parcel is comprised of Pickney Sand (#48 per soil map), which is described as poorly drained soil. During the site inspection the appraiser noted that there are currently residential uses on similar soils found in the immediate vicinity which indicates that filling and/or drainage systems

would overcome any limitations due to soils, and that the subject parcel appears to have previously been filled. This category of comparison considers the topography of the parcels and the impact that it has on them. All of the comparables are considered inferior to the subject containing more impaired soils therefore a positive adjustment is applied to each.

Functional Utility – The functional utility of the subject parcel is considered average. All of the comparables are considered similar to the subject property and no adjustments are necessary.

Improvements – Listing 4 is considered superior to the subject containing a private well, septic tank, 2 docks, and a boat launch., therefore a negative adjustment is applied. All of the other comparables are considered similar to the subject therefore no other adjustments are necessary.

Encumbrances – The subject property contains no encumbrances. All of the comparables are considered similar to the subject and no adjustments are warranted.

Land Value Analysis - We have an adjusted value range from \$100,500 to \$111,375, with a mean of \$108,036. With most weight applied to Sales 1 and 2, the most recent sales, we reconcile at \$105,000.

FINAL VALUE ESTIMATE
ONE HUNDRED FIVE THOUSAND DOLLARS
(\$105,000)
“LAND ONLY”

THE COST APPROACH

The Cost Approach has as its foundation the principle of substitution, which simply stated asserts that no person is justified in paying more for a property than the cost of acquiring a site and building a facility of equal utility to the property being appraised, assuming no costly delays. The first step in the Cost Approach is to estimate the value of the subject land, which was accomplished in the previous section. To this value the replacement-cost-new of the improvements is added, and finally deductions are made for loss of utility due to depreciation and obsolescence.

Replacement-Cost-New Estimate: We have utilized the Marshall Valuation Service in order to develop an estimate for replacement of the improvements with a facility of equal utility. This information is developed as follows:

Marshall Valuation Service	(Section 12, Page 25, August 2008)
Single Family Residence, Good, Class D Masonry veneer	Base Cost/SF: \$109.52

Adjustments:					
Height Multiplier	1.000				
Area/Perimeter Multiplier	<u>0.860</u>				
Composite	0.860	x	\$109.52	=	\$ 94.19

The following cost analysis develops:

Finished Living Area (1st Floor)	2193	SF	x	94.19	=	\$ 206,559
Finished Living Area (2nd Floor)	2750	SF	x	86.65	=	\$ 238,288
Fire Place	1		x	1,500.00	=	\$ 1,500
Covered Front porch	182	SF	x	25.00	=	\$ 4,550
Covered Rear porch	536	SF	x	15.00	=	\$ 8,040
Covered Rear Balc.	90	SF	x	10.00	=	\$ 900

Subtotal		\$ 459,837
Multipliers: Current Cost 0.98 x Local 0.85 =		0.83
Direct-Cost-New		\$ 381,665
Add Indirect Costs of legal, appraisal, permanent financing, professional fees, taxes, etc.,	say 10%	\$ 38,166
Replacement-Cost		\$ 419,831
Total-Replacement-Cost-New "Rounded"		\$ 420,000

Accrued Depreciation Estimate

Physical Deterioration: Physical deterioration may be recognized as "curable" and "incurable". Curable items refer to repairs for which it is feasible to correct as of the date of the appraisal. Typical curable deterioration would be required painting, minor wood replacement or the like. As previously mentioned, the single-family residence appears to be in the process of being renovated/repared. The appraiser estimates the renovation/repairs to be approximately +/-90% complete. The following items are in need of completion and/or repair: Floor covering for two bedrooms (2nd Floor), two bedrooms (1st Floor), family room (1st Floor), office (1st Floor), and a hallway (1st Floor). Covers for light switches, electrical outlets, phone jacks, need to be installed, and a light fixture needed to be hung in the office (1st Floor), interior and closet doors need to be hung in several rooms as well as the installation of door knobs in some of the doors. The majority of painted wood trim is in place, however the appraiser noticed small areas that appear to be missing wood trim. We estimate the total cost to cure at approximately +/- \$40,000. We were unable to find any significant deferred maintenance in the property.

Incurable physical deterioration refers to the gradual deterioration in structural items in the property that suffer a loss in value over time, even though it is not feasible or logical to replace them on the date of the appraisal. For example, a roof or some other component may have some deterioration that does not require immediate replacement on the date of the appraisal. Incurable physical deterioration is typically estimated as a function of the effective age of the structure and its total estimated economic life, as follows:

Replacement-Cost-New		\$420,000
Less Curable Physical Deterioration		40,000
Cost Subject to Incurable Physical Deterioration		380,000

Effective Age in Years	15	
Total Life in Years	60	
Depreciation Percentage (Age/Life)		25%

Total Incurable Physical Deterioration "R"		95,000
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Functional Obsolescence: The subject property is well designed and is quite functional for its intended and highest and best use. We cite no charge of functional obsolescence against the property.

External Obsolescence: We cite no adverse external factors.

INDICATED VALUE BY COST APPROACH:

We have compiled the various components of our cost analysis and they are summarized in this section to arrive at a value indication for the subject property.

Replacement-Cost-New		\$420,000
Less Depreciation		
Physical	\$135,000	
Functional	\$0	
External	\$0	
Total Depreciation		<u>-\$135,000</u>
Depreciated cost of building improvements		\$285,000
Depreciated value of site improvements **		\$75,000
Land Value Estimate		\$105,000
Indicated Value by Cost Approach		\$465,000
Indicated Value by Cost Approach "R"		\$465,000

** Site improvements include fill, a concrete drive leading from Old Mobile Highway to the home, a pond, an aeration system for the pond that utilizes water from the Perdido River, an artesian well, landscaping, brick and iron fencing, electric gate, a metal equipment building/barn, a garage/workshop, septic tank, and utility connections.

VALUE OPINION VIA COST APPROACH: \$465,000 **AS IS**

SALES COMPARISON APPROACH

We have located several sales that provide for a good comparison to the improvements located on the subject property. The improved sales deemed the most comparable are described on a Sales Comparison grid that summarizes characteristics of the subject's improvements, the comparable sales, and adjustments made by the appraiser to arrive at an opinion of value for the subject property. With this in mind, we proceed with the presentation of the location map for the selected comparable sales.

LOCATION MAP OF SUBJECT AND COMPARABLES



Improved Sale No. 1



Property Identification

Record ID	1595
Property Type	Single-Family Residential, Single-Family Waterfront Residence
Property Name	Single Family Residence
Address	7542 Lakeside Drive
Location	N/S Lakeside Drive
Tax ID	36-2N-28-5870-00100-0180
Date Inspected	07/30/2009
Present Use	Single Family Residential

Sale Data

Grantor	Edith H. Wentworth Revoc Trust
Grantee	Phhillip L. & Donna S. Gambrell
Sale Date	May 26, 2009
Deed Book/Page	2903/1248
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Financing	Cash or Equivalent
Sale History	10/06/2004 \$318,400
Instrument	Warranty Deed
Verification	Arleen Montford; 850-516-6848, Other sources: MLS#363590,Public Records, Confirmed by Jerrod Sharp

Sale Price	\$325,000
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Land Data

Land Size	0.600 Acres or 26,136 SF
Front Footage	144 ft Wright Basin; 150 ft Lakeside Drive
Zoning	R-1, Single Family Residential
Topography	Level to sloping
Utilities	All available or proximate
Dimensions	231.60 x 144 x 194.15 x 150
Shape	Mostly Rectangular
Flood Info	Zone AE, Zone X
Highest & Best Use	Single Family Residential
Encumbrances	None Noted

Improved Sale No. 1 (Cont.)

General Physical Data

Building Name Single Family Residence
Building Type Single Tenant
SF 3,000

Construction Type Brick over wood frame
Roof Type Asphalt Shingle
Foundation Slab on grade
Electrical Typical
HVAC Central
Stories 2
Floor Height 10
Year Built 1963
Condition Average

Physical Data

Indicators

Sale Price/ SF \$108.33
Floor Area Ratio 0.11
Land to Building Ratio 8.71:1

Remarks

This is a recent sale of a +/- 3,000 SF single-family residence, which is located along Wright Basin. The home contains 4 bedrooms and 3 bathrooms. The walk out basement is finished in the same quality of finish, as the first floor has therefore been included in the total SF. Additional improvements include a dock, boathouse, boatlift, and a pier. Mrs. Arleen Montford, the listing agent, verified that this was an arms length transaction, and that the home was in average condition at the time of sale.

AERIAL PHOTOGRAPH OF IMPROVED SALE NO. 1



Improved Sale No. 2



Property Identification

Record ID	1596
Property Type	Single-Family Residential, Single-Family Waterfront Residence
Property Name	Single Family Residence
Address	32835 Donovan Circle, Seminole, Baldwin County, Alabama 36574
Location	N/S Donovan Circle
Tax ID	05-50-05-16-0-000-001.020
Date Inspected	07/29/2009
Present Use	Single Family Residence

Sale Data

Grantor	Estate of Wilbert A. Evans
Grantee	Linda J. Lake
Sale Date	December 13, 2007
Deed Book/Page	1091727/0
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Financing	Cash or Equivalent
Verification	Caldwell Banker South (listing office); 251-981-8282, July 30, 2009; Other sources: MLS#328854, Public Records, Confirmed by Jerrod Sharp

Sale Price	\$376,000
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Land Data

Land Size	0.640 Acres or 27,878 SF
Front Footage	150 ft Styx River; 75 ft Donovan Circle
Zoning	RA, Rural Agriculture
Topography	Level to gently sloping
Utilities	All Available Except Sewer
Shape	Irregular
Landscaping	Good
Fencing	None noted
Flood Info	Zone X, Zone AE
Encumbrances	None Noted

Improved Sale No. 2 (Cont.)

General Physical Data

Building Name Single Family Residence
Building Type Single Tenant
SF 3,107

Construction Type Brick over wood frame
Roof Type Asphalt Shingle
Foundation Slab on grade
Electrical Typical
HVAC Central
Stories 1
Floor Height 10-12
Year Built 1991
Condition Good

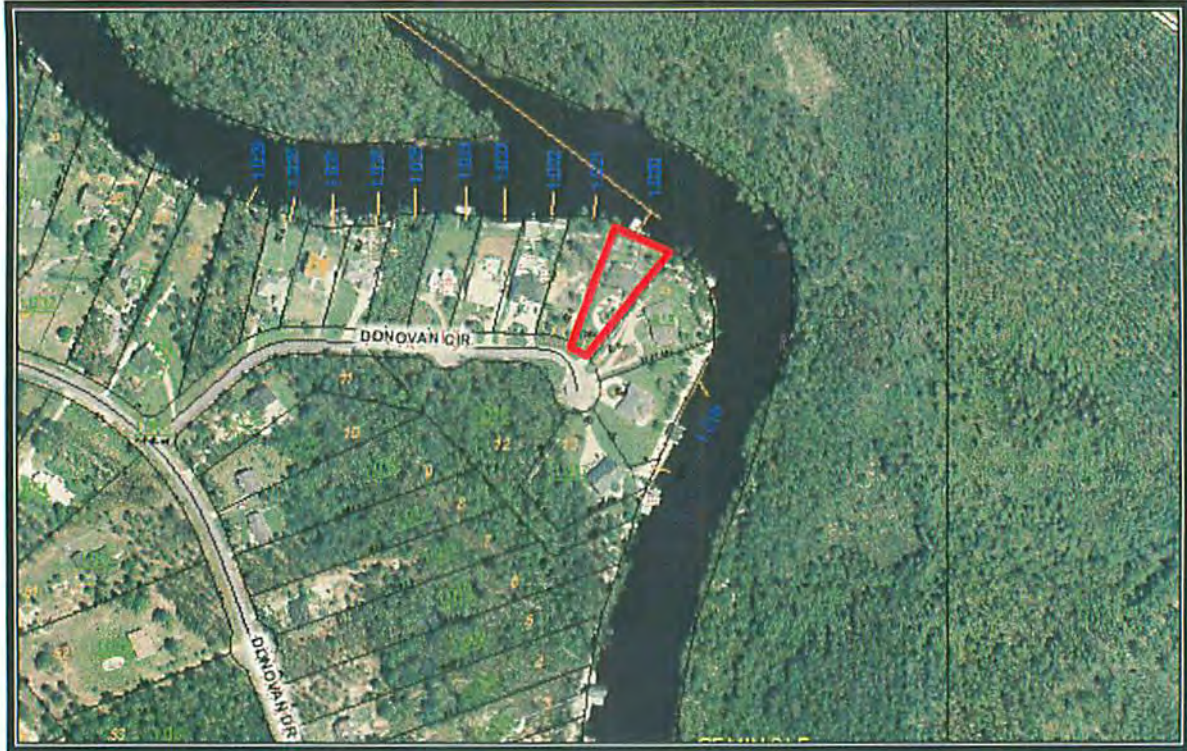
Indicators

Sale Price/ SF \$121.02
Floor Area Ratio 0.11
Land to Building Ratio 8.97:1

Remarks

This is a recent sale of a +/- 3,107 SF single-family residence, which is located along Styx River. The home contains 3 bedrooms and 3 bathrooms and is of a contemporary one-story design. Additional improvements include a covered dock, boatlift, in-ground pool, hot tub, and small storage building.

AERIAL PHOTOGRAPH OF IMPROVED SALE NO. 2



Improved Sale No. 3



Property Identification

Record ID 1597
Property Type Single-Family Residential, Single-Family Waterfront Residence
Property Name Single Family Residence
Address 7435 San Ramon Drive, Milton, Santa Rosa County, Florida
Location W/S San Ramon Drive, East Bank Black Water River
Tax ID 131N280000020150000
Date Inspected 07/30/2009
Present Use Single Family Residence

Sale Data

Grantor Felicita J. & Phillip J. Cossey
Grantee John C II & Jeannie H. Hensel
Sale Date January 15, 2009
Deed Book/Page 2876/1704
Property Rights Fee Simple
Conditions of Sale Arms Length
Financing Cash or Equivalent
Sale History None in last 5 years
Verification Mr. John Hensel (Owner); July 30, 2009; Other sources: MLS#352681, Public Records, Confirmed by Jerrod Sharp

Sale Price \$387,000

Land Data

Land Size 0.592 Acres or 25,788 SF
Front Footage 120 ft Black Water River; 120 ft San Ramon Drive
Zoning RR1, Rural Residential
Topography Level to gently sloping
Utilities All Available Except Sewer
Dimensions 199.50 x 120 x 210 x 120
Shape Mostly Rectangular
Flood Info Zone AE
Future Land Use SFR
Highest & Best Use Single Family Residence
Encumbrances None Noted

Improved Sale No. 3 (Cont.)

General Physical Data

Building Name Single Family Residence
Building Type Single Tenant
SF 2,779

Construction Type Brick
Roof Type Asphalt Shingle
Foundation Block masonry
Electrical Typical
HVAC Central
Stories 1
Year Built 1994

Physical Data
Condition Average

Indicators

Sale Price/ SF \$139.26
Floor Area Ratio 0.11
Land to Building Ratio 9.28:1

Remarks

This is a recent sale of a +/- 2,779 SF single-family residence, which is located along Black Water River. The home contains 4 bedrooms and 3 bathrooms and is of a contemporary one-story design. Additional improvements include a dock, boathouse, and a boatlift. Mr. Hensel advised that the site also contained a sea wall, however it was dilapidated and in need of replacement and did not contribute to the value. Mr. Hensel verified that this was an arms length transaction, and that the home was in average condition at the time of sale.

AERIAL PHOTOGRAPH OF IMPROVED SALE NO. 3



Improved Listing No. 4



Property Identification

Record ID 1598
Property Type Single-Family Residential, Single-Family Waterfront Residence
Property Name Single Family Residence
Address 20370 Donovan Drive, Seminole, Baldwin County, Alabama
Location N/S Donovan Drive
Tax ID 05-50-05-16-0-000-001.039/0-000-001.038
Date Inspected 07/29/2009
Present Use Single Family Residence

Sale Data

Grantor Julian Terry Smith Et Al
Survey Date TBD
Property Rights Fee Simple
Conditions of Sale Arms Length
Financing Cash or Equivalent
Verification Linda Petty; 850-381-8169, July 30, 2009; Exit Realty, 850-208-3948, July 30, 2009; Other sources: MLS#337350, Public Records, Confirmed by Jerrod Sharp

Listing Price \$900,000

Land Data

Land Size 4.000 Acres or 174,240 SF
Front Footage 190 ft Styx River; 190 ft Donovan Drive
Zoning RA, Rural Agriculture
Topography Level to sloping
Utilities All available Except Sewer
Shape Irregular
Flood Info Zone X, Zone AE
Highest & Best Use Single Family Residential
Encumbrances None Noted

General Physical Data

Building Name Single Family Residence
Building Type Single Tenant
SF 4,812

Improved Listing No. 4 (Cont.)

Construction Type	Concrete/Wood
Roof Type	Metal
Electrical	Typical
HVAC	Central
Stories	3
Year Built	2003
Condition	Good

Indicators

Sale Price/ SF	\$187.03
Floor Area Ratio	0.03
Land to Building Ratio	36.21:1

Remarks

This is an active listing of a +/- 4,812 SF custom-built log home, which is located along Styx River. The home contains 3 bedrooms and 4 bathrooms, and a finished walk out basement. The walk out basement is finished in the same quality of finish, as the first floor has therefore been included in the total SF. The home contains contemporary features such as large open spaces, large decks and patios, a large kitchen that contains all stainless kitchen appliances, custom cabinets, etc. Additional improvements include a detached 2-car garage/workshop, 2-car carport, apartment attached to garage (not included in SF), 2-boat boathouse, and 2 boatlifts.

AERIAL PHOTOGRAPH OF IMPROVED SALE NO. 4



The described sales are now organized in the following spreadsheet to facilitate comparison with the subject and to accommodate our adjustment process.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	COMPARABLE NO. 4				
Address:	11860-A Mobile Highway	7542 Lake Side Drive	32835 Donovan Cirde	7435 San Ramon Drive	20100 Donovan Drive				
Proximity to Subject		26 Miles Northeast	1.5 Miles West	24 Miles East	1.75 Miles West				
Sales Price	N/A	\$325,000	\$376,000	\$387,000	\$900,000				
Price/Gross Living Area	N/A	\$108.33	\$121.02	\$139.26	\$187.03				
Data Source	N/A	MLS#363590, Listing Agent	MLS#328854, Listing Agent	MLS#352681, Listing Agent	MLS#337350, Listing Agent				
Verification Source	N/A	Public Records, Bk 2903 Pg 1248	Public Records, MMT, Bk 1091727/0	Public Records, MMT, Bk 0000 Pg 1151058	Public Records, MMT, Bk 0000 Pg 1108209				
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust
Date of Sale		5/26/2009		12/13/2007 (-10%)	-\$37,600	1/15/2009		Active Listing (-25%)	-\$225,000
Location	Beulah	Similar		Similar		Similar		Similar	
Leasehold/Fee Simple	Fee Simple	Similar		Similar		Similar		Similar	
Site Area (Ac)	263 Acres / 320 WFF	0.60-Acre / 144 WFF	\$57,000	0.64-Acre / 150 WFF	\$57,000	0.592-Acre / 120 WFF	\$60,000	4 Acres / 190 WFF	-\$27,000
View	Pardido River	Wright Basin	-\$32,500	Styx River		Blackwater Bay/River	-\$58,050	Styx River	
Financing	Cash or Equivalent	Conventional Mtg		Conventional Mtg		Cash or Equivalent		NA	
Conditions of Sale	Arms Length	Similar		Similar		Similar		Similar	
Buyer Expenditures	N/A	None Noted		None Noted		None Noted		None Noted	
Design (Style)	Colonial/Two Story	Similar		Contemp/One Story		Contemp/One Story		Similar	
Quality of Construction	Average	Similar		Similar		Superior	-\$25,000	Superior	-\$75,000
Age	A36/E15	A41/E15		A18/E10	-\$10,000	A15/E5	-\$20,000	A6/Enew	-\$30,000
Condition	Average	Similar		Similar		Similar		Superior	-\$25,000
Room Count	5 Bed/3 Bath	4 Bed/3 Bath		3 Bed/3 Bath		4 Bed/3 Bath		3 Bed/4 Bath	-\$6,000
Gross Living Area	4943 SF	3,000 SF	\$126,295	3,107	\$119,340	2,779 SF	\$140,660	4812 SF	
Functional Utility	Average	Similar		Similar		Similar		Similar	
Heating/Cooling	Central Electric	Similar		Similar		Similar		Similar	
Energy Efficient Items	Typical/Average	Typical/Average		Typical/Average		Typical/Average		Typical/Average	
Garage/Carport	None	2-Car Garage	-\$12,000	2-Car Garage	-\$12,000	Attached 3-Car Garage	-\$18,000	2 car carport/Det 2 car garage	-\$18,000
Additional buildings	Equipment barn, garage/workshop	None	\$20,000	Storage/Workshop	\$15,000	None	\$20,000	workshop/Apt	
Porch / Patio / Deck	Yes	Similar		Similar		Similar		Similar	
Addntl. Amenities	None	Dock/Boathouse/Lift/pier	-\$20,000	Cvd Dck/BLift/IGPod/Hot tub	-\$35,000	BHs/Dock/Lift	-\$15,000	Covered Dock, 2 slips, 2 lifts	-\$25,000
Net Adj. (total)			\$138,795		\$96,740		\$84,610	Net Adj. (total)	-\$431,000
Adjusted Sales Price of Comparable			\$463,795		\$472,740		\$471,610		\$469,000

EXPLANATION OF ADJUSTMENTS

The subject property is a +/-4,943 SF single-family residence of average quality construction that contains 5 bedrooms and 3 baths, located on the Perdido River. A negative adjustment is applied to comparable 2, which sold during better market conditions. A negative adjustment is applied to active listing 4 in order to account for typical negotiation allowances. A negative adjustment is applied to Sales 1 and 3 in order to account for their superior views of much larger water areas. Sale 3 and Listing 4 are adjusted negatively in order to account for their superior quality of construction. A negative adjustment was applied to Listing 4 as the interior was in superior condition. Additional adjustments were applied to the comparables, as necessary, in order to account for substantial differences in site area/WFF, age, number of baths, square footage, garage/parking space, additional buildings, property amenities, etc. The comparable sales produce a potential value range between \$463,795 and \$472,740. With most weight placed on Sale 1, the most recent sale, we reconcile at a rounded \$465,000. However, as previously mentioned in the Cost Approach, the renovations/repairs to the subject property are only +/-90% complete, therefore it is necessary for us to deduct the estimated cost to cure (\$40,000) from the value estimate (\$465,000) in order to arrive at the "AS IS" value of \$425,000

VALUE OPINION VIA THE SALES COMPARISON APPROACH: \$425,000

****AS IS****

RECONCILIATION AND FINAL VALUE ESTIMATE

The Approaches to Value indicate the following:

Cost Approach	\$465,000
Sales Comparison Approach	\$425,000
Income Approach	N/A

The cost approach produced an independent cost estimate utilizing the Marshall Valuation Service. The land value estimate has good support based on the availability of similar land sales, and the replacement cost estimate considers the specific type of construction. This approach receives some weight in the reconciliation, as the improvements are typical of the quality and type of constructions found on a property of this kind.

The Sales Comparison Approach is a good indicator because it is a very direct and straightforward valuation methodology, and we have a number of comparable sales with which to employ it. As this is a very direct approach to determining market value, we give the Sales Comparison approach the most weight in our reconciliation.

The income approach is not utilized in the valuation of the subject property, as this is an property typically owner-occupied.

Hence, with the most weight placed on the Sales Comparison Approach, we reconcile the market value for the subject property as follows:

**FINAL VALUE ESTIMATE
FOUR HUNDRED FORTY THOUSAND DOLLARS
\$440,000**

Allocated as:

Land	\$105,000
Improvements	\$335,000

****AS IS****

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

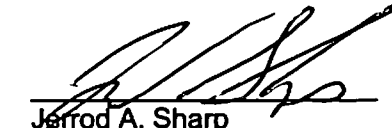
CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



Jarrod A. Sharp
State-Certified General Appraiser
Florida RZ3287

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990. Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have serve extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Attorneys: Roy V. Andrews, Stephen Baker, Bill Bond, Robert Beasely, T.A. Borowski, Ken Brooks, Paul Fitzgerald, Paul Green, Edward T. Hines, Patrick Jackson, T. Sol Johnson, T. A. Leonard, Jack Locklin, Jr., Laura Melvin, William Mitchell, John Myrick, Lawrence W. Oberhausen, Steve Shell, Jeffery Slingerland, Dan Stewart, Margaret Stopp, John Trawick, David White

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers
Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers

EDUCATION:

Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam 1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER

JERROD SHARP

EDUCATION:

Jefferson Community College, Louisville Kentucky
University of Louisville (Junior Status), Louisville Kentucky

<u>COURSE DESCRIPTION</u>	<u>DATE</u>	<u>HOURS</u>	<u>SPONSOR</u>
Appraisal Course (AB I)	02/05	75	Ed Kopfler
FL Disclosures and Disclaimers	10/06	4	Richard D. McKissock
FL National USPAP Update	10/06	7	Richard D. McKissock
FL The Cost Approach	10/06	8	Richard D. McKissock
Florida Appraisal Laws and Regulations	10/06	3	Richard D. McKissock
FL National USPAP	08/07	15	Ed Kopfler
FREAB Certified Residential Appraisal-ABII	08/07	30	Ed Kopfler
Certified General (ABIII)	10/07	60	Gold Coast Schools
FL Appraisal Laws and Regulations	11/08	3	Richard D. McKissock
FL Supervisor/Trainee Roles/Relationships	11/08	3	Richard D. McKissock

EXPERIENCE:

Currently employed as a State Certified General Real Estate Appraiser with Brantley & Associates Real Estate Appraisal Corporation in Pensacola, Florida from April 2005.

AFFILIATIONS:

State Certified General Real Estate Appraiser
State of Florida, #RZ3287

SCOPE OF CLIENTS (Brantley & Associates): Farm Credit of NW Florida, Suntrust Bank, Bank of Pensacola, Amsouth Bank, The Warrington Bank, Blue Sky Timber Properties, International Paper Company, area attorneys, individuals, accountants

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as “The Western Gate to the Sunshine State”. The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES

SOCIAL FORCES

GOVERNMENTAL FORCES

ENVIRONMENTAL FORCES

The interaction of these forces influence the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. According to the Haas Center for Business Research and Economic Development, over 1,900 new jobs were added from the first quarter of 2006 to the first quarter of 2007.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The

Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.³

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities, which are located outside the MSA, include Eglin Air Force Base and Hurlburt Field. These facilities are located in Okaloosa County but do provide some economic impact to Santa Rosa County, and to a lesser extent, Escambia County.

On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This will be a loss of approximately 1,317 jobs; however, this loss will be offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer will be a gain of approximately 625 jobs, thus the net loss to NAS Pensacola will be approximately 692 jobs. These decisions were accepted by President Bush on September 15, 2005 and later approved by congress. In summary, the current outlook for the future of NAS Pensacola looks positive.

Other major employers in the region include:

Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	4,100	Health Care Service
Baptist Health Care	3,500	Health Care Service
University of West Florida	2,400	Education

³ NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)

Solutia, Inc.	1,300	Nylon Fiber/Industrial Organic Chemicals
Lakeview	1,500	Health Care Service
Gulf Power Company	1,400	Electric Utility
West Florida Hospital	1,300	Health Care Service
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,078	School and Publishing
International Paper	600	Paper Products
Pensacola Junior College	770	Education
West Corporation	800	Broadband wireless support
Medical Center Clinic	725	Health Care Service
Talk America - Network Telephone	582	Communications Services
ECUA	510	Public Utilities
SMG Food Services	411	Entertainment & Food Services
Santa Rosa Medical Center, Inc.	573	Health Care Service
Cox Communications Gulf Coast	300	Communication Services
Wayne Dalton Corporation	500	Garage Door Manufacturer
CHCS Services, Inc.	430	Insurance Claims
Pensacola News Journal	520	Newspaper
DANA Coupled Products	350	Automobile Brake Systems
Armstrong World Industries	300	Acoustical Ceiling Products
General Electric	250	Wind Energy Systems

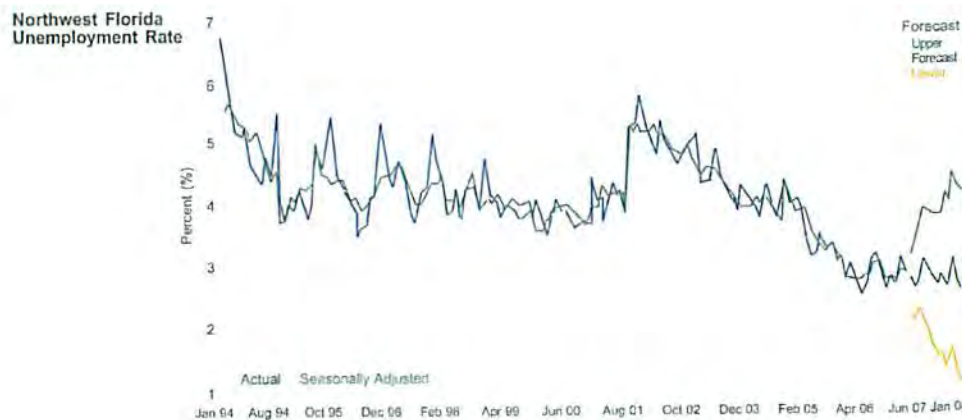
These employers represent a broad base of industries.

A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals

include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children’s Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

Unemployment: The Northwest Florida region’s unemployment rate for the first quarter of 2007 was 3%. This unemployment is lower than both the Florida unemployment rate (3.3%) and the nation as a whole (4.8%). Employment was extremely strong in the first part of 2006. Job creation matched increases in the area labor force and the unemployment rate remained consistently below 2005 levels. By year’s end, the unemployment rate was identical to that of 2005. According to the Haas Center, Northwest Florida filled 17,919 jobs between first quarter 2006 and first quarter 2007. Notably, each county had an increase in labor force and number of jobs; however, the region still experienced an increase in its unemployment rate (2.5% in Escambia and Santa Rosa Counties) because the employment increases did not keep pace relative to the increased labor force.⁴ The following graph exhibits the current Regional, State and National trend in unemployment in recent years:



⁴ *Northwest Florida Employment*, A quarterly publication of the Haas Center for Business and Research Development at the University of Northwest Florida (Summer 2007)

SOURCE: Haas Center for Business & Economic Development

Though the above graph exhibits a slight increase from 2006, the gradual decrease from preceding years reveals a willing workforce with a strong local economy.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 46% from October 2005 to September 2007. The average "days listed on the market" has increased from 68 days to 129 days over this same time period. The number of listings in October 2007 was 5,160 single family homes and 1,378 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already

high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.⁵

Building Permits: Due to the decline in real estate demand, permit activity is also down across the region, including Santa Rosa County. However, Escambia County has been the exception showing a tremendous increase in permit activity for multi-family units in 2007, as it did in the third and fourth quarters of 2006, with over 373 percent compared to 2006. Also, according to the Haas Center, in spite of the long decline in real estate activity, interest rates remain low and many experts believe that we may have bottomed out, or are very close to doing so. According to a recent survey done by the University of Florida's Bergstrom Center for Real Estate Studies an increasing number of real estate professionals believe that an equilibrium is being established between home prices and inflation, and that this suggests the market is stabilizing.⁶ Below is a chart exhibiting permit activity in Northwest Florida.

	Escambia County	Santa Rosa County	Okaloosa County <i>(Fl Walton Bch MSA)</i>	Walton County	Bay County <i>(Panama City MSA)</i>
First Quarter 2007					
Construction Value	\$76,158,137	\$30,586,117	\$77,950,000	\$118,223,232	\$46,430,000
Single Family Units	313	190	191	190	165
Multi-Family Units	270	8	165	14	196
First Quarter 2006					
Construction Value	\$61,658,005	\$38,018,110	\$105,437,000	\$188,234,341	\$177,946,000
Single Family Units	373	260	377	270	295
Multi-Family Units	57	0	182	145	852
Percentage Change Q1-06 to Q1-07					
Construction Value	23.5%	-19.5%	-26.1%	-37.2%	-73.9%
Single Family Units	-16.1%	-26.9%	-49.3%	-29.6%	-44.1%
Multi-Family Units	373.7%	N/A	-9.3%	-90.3%	-77.0%

Source: U.S. Department of Commerce - Bureau of the Census

Building activity is assisted somewhat by the fact that mortgage credit is readily available to qualified applicants throughout the MSA. There are a large number of banks, mortgage companies and S & L's, which are highly competitive in providing loans. Typically, loan-to-value ratios of seventy

⁵ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

to eighty percent are available at interest rates of approximately 6% to 10%. Amortization periods tend to vary with 10 to 30-year terms; however, balloon provisions are typical.

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960. The table below shows the population changes in the Pensacola MSA from 2002 through 2006.⁷

<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066
2004	298,859	138,276	437,135
2003	297,035	132,266	429,301
2002	296,798	127,346	424,144

The largest segment of the population (63%) is 15 to 59 years old, and the median age is 37.9 years. Census estimates indicate there were 273,027 households in Escambia County in 2006, up from 110,921 households in 2000. The average household size is 2.31. There were 142,303 households in Santa Rosa County in 2006, up from 44,668 households in 2000; and the average household size was 2.90.

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some "at large" seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

⁶ *Northwest Florida Real Estate Activity, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).*

⁷ Population figures from the U.S. Bureau of Census

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest AirlinK, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the

county to provide operating revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps the most recognized resource for the area is the sparkling white sandy beaches, which extends from Mobile Bay to peninsular Florida. The beaches in the Pensacola area remain a major tourist attraction.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their

repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of these storms.

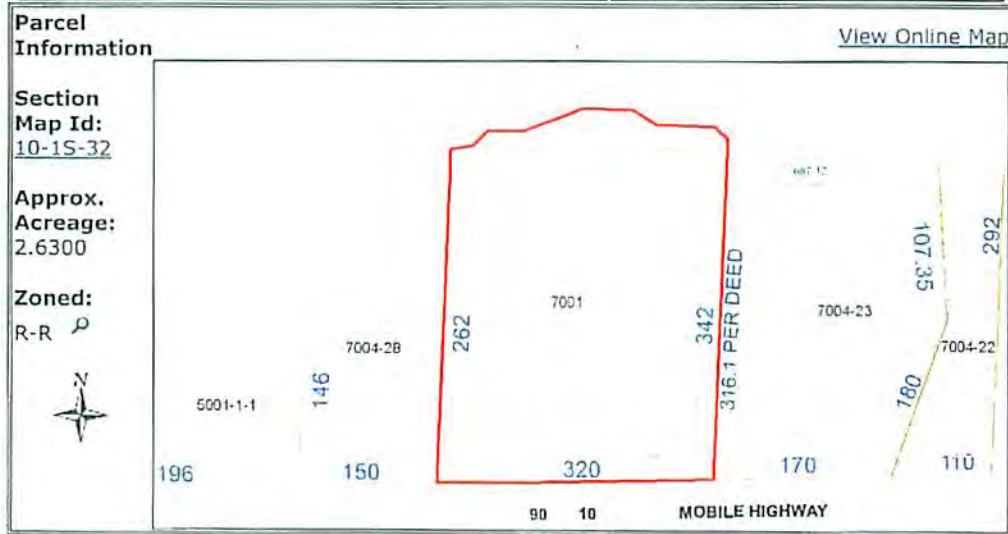
SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

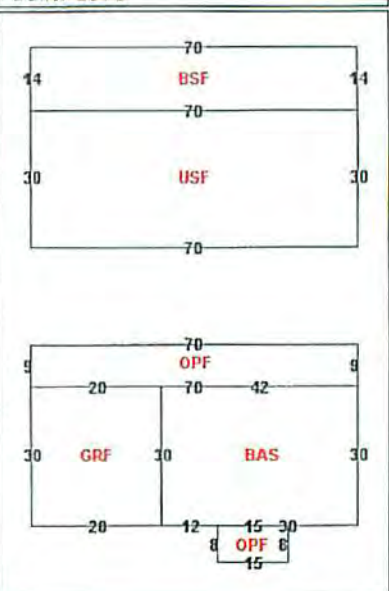
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2008 Certified Roll Assessment	
Reference:	101S327001000000	Improvements:	\$260,714
Account:	102449500	Land:	\$52,093
Owners:	ENGLISH GREGORY S & LINDA J	Total:	\$312,807
Mail:	8828 KLONDIKE RD PENSACOLA, FL 32526	Save Our Homes:	\$0
Situs:	11860 MOBILE HWY	Disclaimer	
Use Code:	SINGLE FAMILY RESID <input type="checkbox"/>	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data						2008 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type	Official Records (New Window)		None	
10/2006	6007 0090	\$400,000	WD	View Instr		Legal Description <input type="checkbox"/>	
08/2005	5703 1589	\$100	CT	View Instr		BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 94 32/100 FT TO N R/W LI OF STATE RD 10 S 89 DEG...	
09/2004	5511 1786	\$100	QC	View Instr		Extra Features	
02/2004	5354 1852	\$260,000	WD	View Instr		CARPORT METAL GARAGE UTILITY BLDG	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court							



Buildings	
Building 1 - Address:11860 MOBILE HWY, Year Built: 1973	
<p>Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-BRICK-FACE NO. PLUMBING FIXTURES (5) DWELLING UNITS (1) ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES (2) DECOR/MILLWORK-ABOVE AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME</p>	
<p>Areas - 5930 Total SF BASE AREA - 1260 BASE SEMI FIN - 980 GARAGE FIN - 840 OPEN PORCH FIN - 750 UPPER STORY FIN - 2100</p>	
Images	



05/06/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Tax Collector

generated on 7/30/2009 5:16:12 PM CDT

Tax Record

Last Update: 7/30/2009 5:16:08 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such

Account Number	Tax Type	Tax Year		
10-2449-500	REAL ESTATE	2008		
Mailing Address ENGLISH GREGORY S & LINDA J 6826 KLONDIKE RD PENSACOLA FL 32526		Property Address 11860 MOBILE HWY GEO Number 101S32-7001-000-000		
Assessed Value	Exempt Amount	Taxable Value		
\$312,807.00	\$0.00	\$312,807.00		
Exemption Detail NO EXEMPTIONS	Millage Code 06	Escrow Code		
Legal Description (click for full description) 101S32-7001-000-000 11860 MOBILE HWY BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 94 32/100 FT TO N R/W LI OF STATE RD 10 S 89 DEG 51 MIN W ALG R/W LI 675 FT FOR POB S 89 DEG 51 MIN W 75 FT N See Tax Roll For Extra Legal				
Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	0	\$312,807	\$2,181.99
PUBLIC SCHOOLS				
By Local Board	2.4340	0	\$312,807	\$761.37
By State Law	5.2860	0	\$312,807	\$1,653.50
SHERIFF	0.6850	0	\$312,807	\$214.27
WATER MANAGEMENT	0.0450	0	\$312,807	\$14.08
Total Millage		15.4255	Total Taxes	\$4,825.21
Non-Ad Valorem Assessments				
Code	Levying Authority	Amount		
NFP	FIRE (CALL 595-4960)	\$75.00		
Total Assessments				\$75.00
Taxes & Assessments				\$4,900.21

Date Paid	Transaction	Receipt	Item	Amount Paid
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Prior Years Payment History

Prior Year Taxes Due

http://escambiataxcollector.governmentmaxa.com/collectmax/tab_collect_mvptaxV5.4.asp?PrintView=True&r... 7/30/2009

Escambia County Tax Collector

Year	Folio	Status	Cert.	Cert. Yr.	Amount
2008	48272		7257	2009	\$5,662.87
Prior Years Total					\$5,662.87
If Paid By			Prior Years Due		
7/31/2009			\$5,662.87		

[Click Here To Pay Now](#)

Escambia County Tax Collector

generated on 7/30/2009 5:16:27 PM CDT

Legal Desc.

Last Update: 7/30/2009 6:16:27 PM

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
10-2449-500	REAL ESTATE	2008
<p>Legal Description (click for full description)</p> <p>BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 94 32/100 FT TO N R/W LI OF STATE RD 10 S 89 DEG 51 MIN W ALG R/W LI 675 FT FOR POB S 89 DEG 51 MIN W 75 FT N 3 DEG 09 MIN W 262 FT TO PERDIDO RIVER ELY ALG RIVER TO A PT N 3 DEG 09 MIN W 336 FT FROM POB S 3 DEG 09 MIN E 336 FT TO POB BEING LT 27 OF UNRECORDED PLAT OF HUDSON S/D ALSO BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 34/100 FT N 94 32/100 FT TO N R/W LI OF STATE RD 10 S 89 DEG 51 MIN W ALG SAID R/W LI 600 FT FOR POB CONT S 89 DEG 51 MIN W 75 FT N 3 DEG 09 MIN W 336 FT TO PERDIDO RIVER ELY ALG RIVER TO A PT N 3 DEG 09 MIN W 354 FT FROM POB S 3 DEG 09 MIN E 354 FT TO POB BEING LT 26 OF UNRECORDED PLAT OF HUDSON S/D ALSO BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 3 DEG 9 MIN W 94 32/100 FT TO N R/W LI OF STATE RD NO 10 S 86 DEG 51 MIN W ALG STATE RD NO 10 430 FT FOR POB CONT S 86 DEG 51 MIN W 170 FT N 3 DEG 9 MIN W 354 FT TO PERDIDO RIVER ELY ALG RIVER TO LI THAT IS N 3 DEG 9 MIN W FROM POB S 3 DEG 9 MIN E 342 FT TO POB OR 6007 P 90 LESS S 30 FT WHICH RUNS PARL TO STATE RD NO 10 75 FT TO R/W</p>		

http://escambiataxcollector.governmaxa.com/collectmax/tab_collect_mvplgl.asp?PrintView=True&r_nm... 7/30/2009

18.50
2800.00

Prepared By: Gerald L. Brown
Esquire, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32501
File Number: M1412-113791/jkg
Parcel ID #: 10-15-12-7001-000-000

**WARRANTY DEED
(CORPORATE)**

This WARRANTY DEED, dated October 6, 2006, by MLC, LLC, whose post office address is: P.O. Box 99, Gulf Breeze, FL 32561, hereinafter called the GRANTOR, to Gregory S. English and Linda J. English, husband and wife, whose post office address is: 8818 Kloodike Rd., Pensacola, FL 32536 hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all 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, aliena, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:

See Attached Exhibit "A"

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2006 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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 except as above noted, 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 whatsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

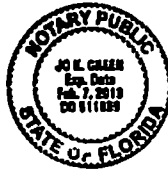
Signature: Gregory S. English
Print Name: Gregory S. English
Signature: John Green
Print Name: John Green

MLC, LLC, an Alabama limited liability company
By: Mark Lyons, III
Mark Lyons, III, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to, subscribed and acknowledged before me this October 5, 2006, by Mark Lyons, III, Manager of MLC, LLC, who is personally known to me.

John Green
Notary Public
My Commission Expires: John Green



(SEAL)

EXHIBIT A

Commencing at the Southeast corner of Lot Seven (7), Section Ten (10), Township One (1) South, Range Thirty Two (32) West, thence West along the South line of said Lot 7 a distance of 820.43 feet; thence North 3 deg 09' West a distance of 94.32 feet to the North right-of-way line of State Road No. 10; thence South 86 deg 51' West along State Road No. 10 a distance of 450 feet for the Point of beginning of this description; thence continue South 86 deg 51' West a distance of 150 feet; thence North 3 deg 09' West a distance of 354 feet to the Perdido River; thence Easterly along said River 150 feet, more or less, to a line that is North 3 deg 09' West from the point of beginning; thence South 3 deg 09' East a distance of 342 feet to the point of beginning, less the South 30 feet for road right of way. This property is described according to an unrecorded survey made by J.W. Cook, Registered Land Surveyor, dated May 22, 1961.

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida, thence West along the South line of said Lot a distance of 820.43 feet, thence North 94.32 feet to the North right-of-way line of State Road 10, thence South 89 deg 51' West along said right-of-way line 600 feet to the point of beginning, thence continue South 89 deg 51' West a distance of 75 feet, thence North 3 deg 09' West a distance of 336 feet more or less to Perdido River, thence Easterly along said river to a point North 3 deg 9' West a distance of 354 feet more or less from point of beginning, thence South 3 deg 9' East a distance of 334 feet to point of beginning, being Lot 26 of an unrecorded subdivision known as Hudson Subdivision.

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said lot a distance of 820.43 feet; thence North 94.32 feet to the North right of way line of State Road 10; thence South 89 degrees 51 minutes West along said right of way line 675 feet to point of beginning; thence continue South 89 degrees 51 minutes West a distance of 75 feet, thence North 3 deg 09' West a distance of 262 feet to Perdido River; thence Easterly along said river to a point North 3 degrees 09 minutes West a distance of 336 feet, more or less from point of beginning; thence South 3 degrees 09 minutes East a distance of 336 feet to point of beginning. Being Lot 27 of an unrecorded subdivision.

The Westerly 20 feet of the following described property:

Commence at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, thence West along South line of said Lot 7 a distance of 820.43 feet; thence North a distance of 94.32'; thence South 86 deg 51' West along State Road No. 10 a distance of 150 feet; to the Point of Beginning of this description; thence continue South 86 deg 51' West a distance of 300 feet; thence North 3 deg 09' West a distance of 342 feet to Perdido River; thence Easterly along said river to a line that is North 3 deg 09' West from the Point of Beginning; thence South 3 deg 09' East a distance of 292 feet to the Point of Beginning, all lying and being in

Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

RECORDED AS RECEIVED

Uniform Residential Appraisal Report

File # C900909

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **11800-A Mobile Highway** City **Beulah** State **FL** Zip Code **32526**
 Borrower **N/A** Owner of Public Record **Greg English** County **Escambia**
 Legal Description **Metes & Bounds**
 Assessor's Parcel # **10-1S-32-7004-000-023** Tax Year **2008** R.E. Taxes \$ **2,068.71**
 Neighborhood Name **Beulah** Map Reference **Z-8/4** Census Tract **36.03**
 Occupant Owner Tenant Vacant Special Assessments \$ **75.00** PUD HOA \$ **0.00** per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Assignment Type Purchase Transaction Refinance Transaction Other (describe) Appraise for market value
 Lender/Client **Gregory & Linda J. English** Address **8828 Klondike Road, Pensacola, FL 32526**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s). **The subject has not been offered for sale in the Pensacola area MLS.**

SUBJECT

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **There is no contract for sale for the subject property.**
 Contract Price \$ **N/A** Date of Contract **N/A** Is the property seller the owner of public record? Yes No Data Source(s) **Public Records**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. **N/A**

CONTRACT

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing			Present Land Use %	
Location	<input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	35 %		
Built-Up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	0 %		
Growth	<input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input checked="" type="checkbox"/> Over 6 mths	75	Low	New	Multi-Family	0 %	
Neighborhood Boundaries	Perdido River to the west, Buehlah Road to the east, I-10 to the north and Mobile Highway to the south.			650	High	60+	Commercial	3 %	
Neighborhood Description	The subject neighborhood is located northwest of Pensacola along the shores of the Perdido River which forms the border between Alabama and Florida. The area is rural with much of the surrounding land held for timber production or agriculture. Much of the land along the river is wetlands that cannot be developed. There is a variety of development in the area ranging from manufactured homes to larger executive sized homes along the river.			125	Pred.	15	Other	Vac 62 %	

NEIGHBORHOOD

Market Conditions (including support for the above conclusions) **Current local market conditions reflect a variety of financial arrangements including VA, FHA, and conventional mortgages. Loan assumptions or seller assisted financing occur occasionally but usually at prevailing rates. Seller concessions are rare except in new construction. MLS statistics indicate marketing times of 150 to 270 days typical.**

Dimensions **170 X 342 X WF X 107.35 + 180** Area **1.68 Acre** Shape **Basically Rectangular** View **River/Other Homes**
 Specific Zoning Classification **R-R** Zoning Description **Rural Residential Low Density**
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

SITE

Utilities **Public Other (describe)** **Public Other (describe)** Off-site Improvements - Type **Public Private**
 Electricity Above Ground Water Public Street **Asphalt**
 Gas Sanitary Sewer Septic Tank Alley **None Noted**
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone **Zone A** FEMA Map # **12033C 0265 G** FEMA Map Date **09/29/2006**
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe

The site has a slight rolling topography but is level in the vicinity of the house. The land drops off at the river's edge and slopes upward to the street. The site is cleared and has mature landscaping, there is a wrought iron fence along the street. Septic tank use is typical for the area inasmuch as sanitary sewer is unavailable.

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Treated Pilings/Avg	Floors	Carpet/Tile/Avg		
# of Stories One	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Vinyl Lap/Average	Walls	Wd Panel/Drywall/A		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area No Basement sq.ft.	Roof Surface	Comp Shingle/Avg	Trim/Finish	Wood/Painted/Fair		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish %	Gutters & Downspouts	None	Bath Floor	Ceramic Tile/Avg		
Design (Style) Contemporary	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Aluminum Dbl Pane/A	Bath Wainscot	Fiberglass/Avg		
Year Built 1979	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Insulated/Avg	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 15	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	1/2 Screens/Avg	<input checked="" type="checkbox"/> Driveway	# of Cars 2-4 Cars		
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	Gravel		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other <input type="checkbox"/> Fuel Electric	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input checked="" type="checkbox"/> Fence Wrought Iron	<input type="checkbox"/> Garage	# of Cars		
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck Deck	<input checked="" type="checkbox"/> Porch Lg Covered	<input type="checkbox"/> Carport	# of Cars		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input type="checkbox"/> Other	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in			

IMPROVEMENTS

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe)
 Finished area above grade contains: **5 Rooms 3 Bedrooms 2 Bath(s) 2,210 Square Feet of Gross Living Area Above Grade**
 Additional features (special energy efficient items, etc.). **The subject has double pane windows, ceiling fans, volumn ceiling over living room, large front porch, and a Large open deck.**
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **The subject appears to have an effective age of 15 years. Accrued depreciation was estimated using the modified age/life method, e.g. 15 years effective age divided by 65 years economic life = 0.23 Say 23%. Functional obsolescence and Locational obsolescence none noted.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe
There are no required repairs.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe
There were no adverse conditions noted.

Uniform Residential Appraisal Report

File # C900909

There are N/A comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ _____ to \$ _____
 There are N/A comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ _____ to \$ _____

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	11800-A Mobile Highway Beulah, FL 32526	5530 Sandview Drive Pensacola, FL 32507		5700 Munson Highway Milton Florida, 32570		8840 Sand Pine Drive Navarre Florida, 32566	
Proximity to Subject		14.05 miles S		26.58 miles E		35.68 miles E	
Sale Price	\$ <u>N/A</u>	\$ 270,500		\$ 345,000		\$ 350,000	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 135.59 sq.ft.		\$ 173.80 sq.ft.		\$ 152.17 sq.ft.	
Data Source(s)		Interior Inspection		Interior Inspection		Interior Inspection	
Verification Source(s)		Pubic Records/MLS		Pubic Records/MLS		Pubic Records/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		Conventional Mortgage		Conventional Mortgage		Conventional Mortgage	
Date of Sale/Time		03/05/2009	-16,200	07/20/2009	-6,900	04/08/2009	-1,000
Location	River Front	Canal Front		River Front		River Front	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	1.68 Acre	11,500 SF Ls\$	+125,000	5 Acres Ls\$	+50,000	1.5 Acres Ls\$	+50,000
View	River/Other Home	Canal/Other Home		River/Other Home		River/Other Home	
Design (Style)	Contemporary	Contemporary		Ranch/Avg		Contemporary	
Quality of Construction	Vinyl Lap	Vinyl Lap		Brick/Veneer	-6,000	Hardee Plank	-4,000
Actual Age	A-30 E-15	A-14 E-10	-10,000	A-15 E-10	-10,000	A-21 E-12	-4,000
Condition	Good	Good		Good		Good	
Above Grade Room Count	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
	5 3 2	5 3 2		5 3 2		5 3 2	
Gross Living Area	2,210 sq.ft.	1,995 sq.ft.	+8,600	1,985 sq.ft.	+9,000	2,300 sq.ft.	-3,000
Basement & Finished Rooms Below Grade	No Basement			DetWkShp 784SF	-12,000	Dock/Boat House	-10,000
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central Electric	Central Electric		Central Electric		Central Electric	
Energy Efficient Items	Insul Drs & Windows	Insul Drs & Windows		Insul Drs & Windows		Insul Drs & Windows	
Garage/Carport	Driveway Only	1568 SF Gar	-15,500	625 SF Gar	-12,500	600SF Gar	-12,000
Porch/Patio/Deck	LgPorch/LgDeck	LgPorch/Scm Pat	-2,000	LgPorch/Scm Pat	-2,000	LgPorch/Scm Pat	-2,000
Kitchen Equipment	O/R,H/F,Disp,Ref	O/R,H/F,Disp,Ref		O/R,H/F,Disp,Ref		O/R,H/F,Disp,Ref,Grant	-3,000
Interior Amenities/FP	Cath Ceil/FP	Cath Ceil	+1,500	Cath Ceil/FP		Cath Ceil/FP	
Outside Amenities	None	Sea Wall	-3,500	Chain Link Fence	-1,500	Chain Link Fence	-1,000
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 87,900	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 8,100	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -4,000
Adjusted Sale Price of Comparables		Net Adj. 32.5 % Gross Adj. 67.4 %	\$ 358,400	Net Adj. 2.3 % Gross Adj. 31.9 %	\$ 353,100	Net Adj. 1.3 % Gross Adj. 32.7 %	\$ 345,000

did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Escambia County Property Appraiser's Records

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Property Appraiser's Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	Last Sale 11/2006	Last Sale 01/2009	Last Sale 07/2008	Last Sale 03/1996
Price of Prior Sale/Transfer	\$200,000.00	\$401,250.00	\$300,000.00	\$158,500.00
Data Source(s)	Escambia County Public Records	Escambia County Public Records	Santa Rosa County Property Appraiser	Santa Rosa County Property Appraiser
Effective Date of Data Source(s)	09/14/2009	09/14/2009	09/14/2009	09/14/2009

Analysis of prior sale or transfer history of the subject property and comparable sales According to the owner, the subject property was updated and refurbished after the purchase in 2006. Sale #1 was a foreclosure sale by Fanny mae and of course it sold for considerably less upon resale. Sale #2 sold for less last time than the most recent sale; however the seller may have done some upgrading prior to sale. Sale #3 sold so long ago that the previous sales price is irrelevant to todays market.

Summary of Sales Comparison Approach Due to a paucity of sales in the vicinity of the subject it was necessary to expand the search area in order to locate meaningful comparables. The sales selected are believed to be good indicators for the subject's estimated value. Because the subject is located on a site having over 200 feet of river frontage; a large adjustment for site value was required for each sale. Other adjustments to the sales were for for construction quality, effective age, gross living area, garages and yard amenities. Gross living area was adjusted at \$40.00 per square foot for differences greater than 50 square feet.

Indicated Value by Sales Comparison Approach \$ 352,000.00

Indicated Value by: Sales Comparison Approach \$ 352,000.00 Cost Approach (if developed) \$ 360,437 Income Approach (if developed) \$ Not required

Approximately equal weight was accorded each sale in the final estimate of value. The sales comparison approach is supported by the cost approach as requested by the client which is in conformance with established guidelines.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: The subject was appraised "as is"

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 352,000.00, as of 09/11/2009, which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

File# C900909

The appraiser's certification states in #23 that others may rely on this appraisal report as part of any mortgage transaction. The word may in this case references the definition of "may" as found in Webster's New World Dictionary; "an auxiliary expressing possibility", i.e., "it may rain".

**The intended user is the party for whom the appraisal report is written, which is the lender/client for a residential mortgage finance transaction. The appraisal report clearly identifies the intended user as defined by the Uniform Standards of Professional Appraisal Practice as the Lender/Client. The acknowledgement of other parties that often rely on the appraisal report is not meant to expand the list of intended users. Instead, it is meant to clarify that others, although not Intended Users, often rely on the appraisal report as part of a mortgage transaction. **

**Fannie Mae's Revised Appraisal and Property Report Forms (Forms Dated March 2005 for Appraisals Performed On/After 11/1/05) Frequently Asked Questions

It is not the intent of the appraiser to extend privity to any and all who may wish to use the appraisal. This is an original work and as such it falls within the domain of Copyright protection. This work may not be promulgated without the express written permission of the author.

The appraisal is not a home inspection. This appraisal is based on readily observable inspection of the subject property. I/we personally inspected both the interior and exterior of the home and measured the exterior perimeter of the house and other improvements on the site. I looked into the attic and under the house as required by HUD/VA; but did not go into the attic or under the house. I looked at the roof from the ground and did not climb onto the roof. My findings at the site are based on conditions readily observable at the time of inspection. I am not a building contractor, engineer, or qualified home inspector and I am not qualified to observe or report on physical items that are not easily visible. Any parties to this transaction having concerns regarding structural, mechanical, wood destroying organisms, contamination, mold or other issues relating to the subject property are urged to consult an expert in the appropriate field. I make no representations or warranties of any kind regarding such items. I have not researched the public records for recorded easements, encroachments or other adverse conditions. Individual line item entries in this report may not be relied upon. Value estimates provided in the report apply to the entire property, any prorating or subdividing of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests have been set forth in the report. The value shown is as of the effective date of this report. No assumptions are intended or implied with respect to the future value of the property.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED <input checked="" type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	225,000
Source of cost data Appraiser files and discourse with local builders	DWELLING 2,210 Sq.Ft. @ \$ 75.00	= \$	165,750
Quality rating from cost service Good Effective date of cost data Current	Basement Sq.Ft. @ \$	= \$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Deck, Porch	= \$	11,500
	Garage/Carport Sq.Ft. @ \$	= \$	
	Total Estimate of Cost-New	= \$	177,250
	Less Physical Functional External		
	Depreciation 44,313	= \$(44,313)
	Depreciated Cost of Improvements	= \$	132,937
	"As-is" Value of Site Improvements	= \$	2,500
	Landscape, Drive, Septic System, WI Fence, etc.		
Estimated Remaining Economic Life (HUD and VA only) 45 Years	INDICATED VALUE BY COST APPROACH	= \$	360,437

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.

Does the project contain any multi-dwelling units? Yes No Data Source

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

ADDITIONAL COMMENTS

COST APPROACH

INCOME

PUD INFORMATION

Uniform Residential Appraisal Report

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # C900909

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File# C900909

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER John Priller & Associates

Signature John W. Priller
 Name John W. Priller
 Company Name John Priller & Associates
 Company Address 812 East De Soto Street, Pensacola, FL 32501
 Telephone Number (850) 433-3360
 Email Address john@johnpriller.net
 Date of Signature and Report September 21, 2009
 Effective Date of Appraisal 09/11/2009
 State Certification # St. Cert. Gen. REA #RZ99
 or State License # _____
 or Other (describe) _____ State # _____
 State Florida
 Expiration Date of Certification or License 11/30/2010

ADDRESS OF PROPERTY APPRAISED

11800-A Mobile Highway
Beulah, FL 32526
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 352,000.00

LENDER/CLIENT

Name Greg English
 Company Name Gregory & Linda J. English
 Company Address 8828 Klondike Road, Pensacola, FL 32526
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

Subject Photograph

Borrower/Client	N/A						
Property Address	11800-A Mobile Highway						
City	Beulah	County	Escambia	State	FL	Zip Code	32526
Owner	Greg English						



Front



Rear



Rear



Rear



River



River

Subject Interior Photographs

Borrower/Client	N/A				
Property Address	11800-A Mobile Highway				
City	Beulah	County	Escambia	State	FL Zip Code 32526
Owner	Greg English				



Interior



Dining Room



Kitchen



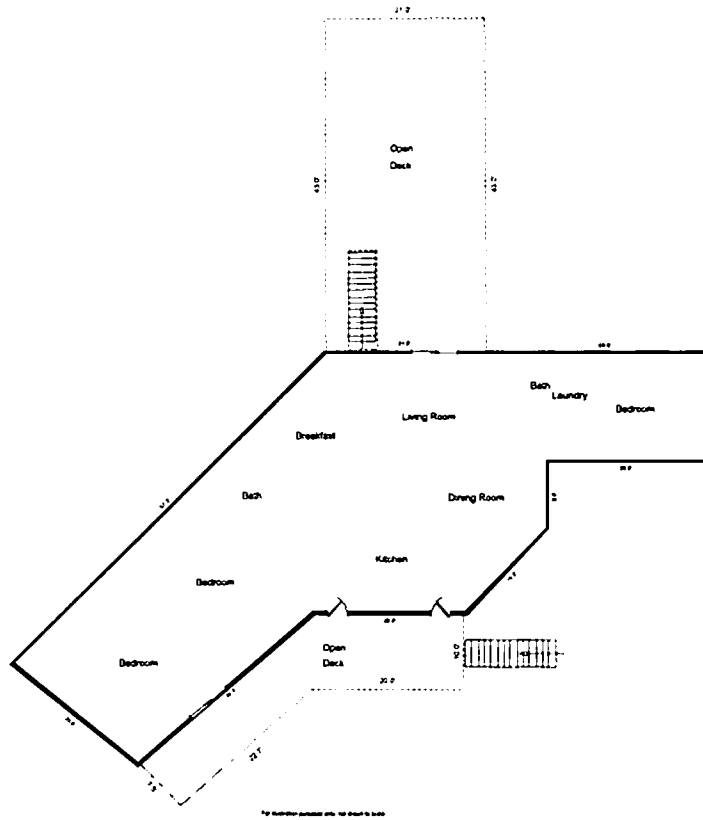
Dining Room/Breakfast Area



Bathroom

Building Sketch

Borrower/Client	N/A		
Property Address	11800-A Mobile Highway		
City	Beulah	County Escambia	State FL Zip Code 32526
Owner	Greg English		



Sketch by Apax IV™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	2209.9	2209.9
P/P	Porch	903.0	
	Porch	-45.9	
	Porch	396.3	1253.4
Net LIVABLE Area		(Rounded)	2210

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
0.5 x	11.0 x	10.5	57.8
	10.5 x	22.8	239.9
	14.3 x	20.5	292.1
0.5 x	15.1 x	32.6	246.2
0.5 x	32.2 x	5.8	93.2
0.5 x	3.1 x	17.4	26.8
0.5 x	3.4 x	32.7	54.9
	17.4 x	32.7	568.6
0.5 x	1.4 x	1.2	0.8
	18.6 x	33.8	629.6
10 Items			(Rounded) 2210

Comparable Photo Page

Borrower/Client	N/A			
Property Address	11800-A Mobile Highway			
City	Beulah	County Escambia	State FL	Zip Code 32526
Owner	Greg English			



Comparable 1

5530 Sandview Drive	
Prox. to Subject	14.05 miles S
Sales Price	270,500
Gross Living Area	1,995
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	Canal Front
View	Canal/OtherHome
Site	11,500 SF Ls\$
Quality	Vinyl Lap
Age	A-14 E-10



Comparable 2

5700 Munson Highway	
Prox. to Subject	26.58 miles E
Sales Price	345,000
Gross Living Area	1,985
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	River Front
View	River/Other Homes
Site	5 Acres Ls\$
Quality	Brick/Veneer
Age	A-15 E-10



Comparable 3

8840 Sand Pine Drive	
Prox. to Subject	35.68 miles E
Sales Price	350,000
Gross Living Area	2,300
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	2
Location	River Front
View	River/Other Homes
Site	1.5 Acres Ls\$
Quality	Hardee Plank
Age	A-21 E-12

Location Map

Borrower/Client	N/A						
Property Address	11800-A Mobile Highway						
City	Beulah	County	Escambia	State	FL	Zip Code	32526
Owner	Greg English						

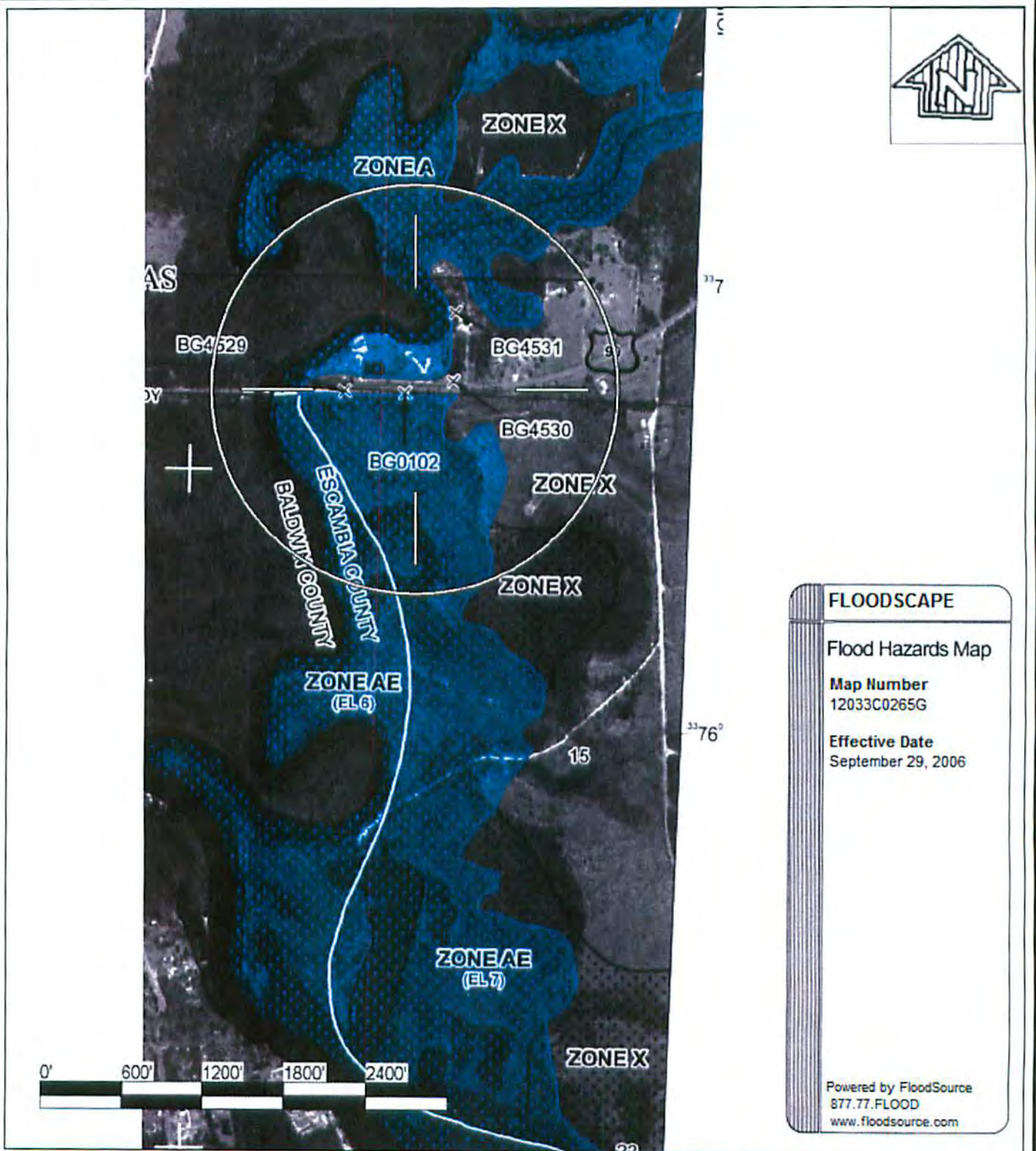


Flood Map

Borrower/Client	N/A						
Property Address	11800-A Mobile Highway						
City	Beulah	County	Escambia	State	FL	Zip Code	32526
Owner	Greg English						

InterFlood  by a la mode
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Prepared for:
John Priller & Associates
11800-A Mobile Highway
Beulah, FL 32526



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FIRREA / USPAP ADDENDUM

Borrower/Client N/A File No. C900909
 Property Address 11800-A Mobile Highway
 City Beulah County Escambia State FL Zip Code 32526
 Owner Greg English

Purpose
 The purpose of the appraisal is to estimate the market value of the subject property located at 11800-A Mobile Highway.

Scope of Work
 The scope of the appraisal is to perform and exterior inspection, photograph, do plot the dimensions of the subject property. Once back in the office the appraiser conducts a thorough search for sales of six months or less, preferably, within the subject subdivision and market area of similar type and size of improved property. This search is done by using the MLS & public records for the latest information. When the most comparable sales have been selected the appraiser evaluates these sales and makes necessary adjustments to make the sales as similar to the subject as possible. Once the differences have been accounted for a market value can be reported.

Intended Use / Intended User
 Intended Use: The intended use of the appraisal is for market value.

Intended User(s): The intended user of the appraisal is Greg English.

History of Property
 Current listing information: The subject property is not listed for sale.

Prior sale: The subject property last sold, as per Escambia County Property Appraisers website, November 2006 for a reported \$200,000.

Exposure Time / Marketing Time
 Typical marketing time for single family detached homes in the subect's market area is currently between 90 to 180 days. However, waterfront single family detached homes may have longer marketing times due to limited demand.

Personal (non-realty) Transfers
None

Additional Comments
None

Certification Supplement
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser: *John W. Priller*
 Signed Date: September 21, 2009
 Certification or License #: St. Cert. Gen. REA #RZ99
 Certification or License State: Florida Expires: 11/30/2010
 Effective Date of Appraisal: 09/11/2009

Supervisory Appraiser: _____
 Signed Date: _____
 Certification or License #: _____
 Certification or License State: _____ Expires: _____
 Inspection of Subject: Did Not Exterior Only Interior and Exterior

ORIG.

5

File No. 096821R

**SUMMARY APPRAISAL REPORT OF
THE PROPERTY LOCATED AT**

11860 MOBILE HIGHWAY
PENSACOLA, FL 32526-5236

AS OF

SEPT. 28, 2009

FOR

GREGORY ENGLISH
8828 KLONDIKE ROAD
PENSACOLA, FL
32526

BY

MCCALL REALTY & INVEST., INC.
6408 HIGHWAY 90, SUITE 4
MILTON, FL 32570

MCCALL REALTY & INVEST., INC.
6408 HIGHWAY 90, SUITE 4
MILTON, FL 32570
850-623-0332

OCTOBER 5, 2009

GREGORY ENGLISH
8828 KLONDIKE ROAD
PENSACOLA, FL
32526

PROPERTY - 11860 MOBILE HIGHWAY
PENSACOLA, FL 32526-5236
BORROWER - GREGORY & LINDA ENGLISH
FILE NO. - 096821R
CASE NO. -

DEAR MR. ENGLISH:

IN ACCORDANCE WITH YOUR REQUEST, I HAVE PREPARED AN APPRAISAL OF THE REAL PROPERTY LOCATED AT 11860 MOBILE HIGHWAY, PENSACOLA, FL.

THE PURPOSE OF THE APPRAISAL IS TO PROVIDE AN OPINION OF THE MARKET VALUE OF THE PROPERTY DESCRIBED IN THE BODY OF THIS REPORT.

ENCLOSED, PLEASE FIND THE SUMMARY REPORT WHICH DESCRIBES CERTAIN DATA GATHERED DURING OUR INVESTIGATION OF THE PROPERTY. THE METHODS OF APPROACH AND REASONING IN THE VALUATION OF THE VARIOUS PHYSICAL AND ECONOMIC FACTORS OF THE SUBJECT PROPERTY ARE CONTAINED IN THIS REPORT.

AN INSPECTION OF THE PROPERTY AND A STUDY OF PERTINENT FACTORS, INCLUDING VALUATION TRENDS AND AN ANALYSIS OF NEIGHBORHOOD DATA, LED THE APPRAISER TO THE CONCLUSION THAT THE MARKET VALUE, AS OF SEPT. 28, 2009 IS :

\$760,000

THE OPINION OF VALUE EXPRESSED IN THIS REPORT IS CONTINGENT UPON THE LIMITING CONDITIONS ATTACHED TO THIS REPORT.

IT HAS BEEN A PLEASURE TO ASSIST YOU. IF I MAY BE OF FURTHER SERVICE TO YOU IN THE FUTURE, PLEASE LET ME KNOW.

RESPECTFULLY SUBMITTED,

MCCALL REALTY & INVEST., INC.



D. PHIL JONES
FL CERTIFICATION #RZ 1233

SUMMARY APPRAISAL REPORT

Uniform Residential Appraisal Report

File # 096821R

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **11860 MOBILE HIGHWAY** City **PENSACOLA** State **FL** Zip Code **32526-5236**
 Borrower **GREGORY & LINDA ENGLISH** Owner of Public Record **GREGORY & LINDA ENGLISH** County **ESCAMBIA**
 Legal Description ***** SEE ATTACHED LEGAL DESCRIPTION *****

Assessor's Parcel # **101S327001000000** Tax Year **2008** R.E. Taxes \$ **4,900.21**
 Neighborhood Name **BEULAH** Map Reference **M-33** Census Tract **36.03**
 Occupant Owner Tenant Vacant Special Assessments \$ **N/A** PUD HOA \$ **N/A** per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe) _____
 Assignment Type Purchase Transaction Refinance Transaction Other (describe) **ESTIMATE FAIR MARKET VALUE**
 Lender/Client **GREGORY ENGLISH** Address **8828 KLONDIKE ROAD, PENSACOLA, FL 32526**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s): **BASED UPON A SEARCH IN THE PENSACOLA MULTIPLE LISTING SERVICE.**
THERE HAS BEEN NO LISTINGS OF THE SUBJECT WITHIN THE LAST 12 MONTHS.
 I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **THERE WAS NO ACTIVE CONTRACT ON THE SUBJECT PROPERTY.**
 Contract Price \$ **N/A** Date of Contract **N/A** Is the property seller the owner of public record? Yes No Data Source(s) **N/A**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid: **N/A**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %		
Location	Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	65.0 %	
Built-Up	Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	3.0 %	
Growth	Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	Under 3 mths	<input checked="" type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	45	Low	NEW	Multi-Family	2.0 %
Neighborhood Boundaries *** SEE ADDITIONAL COMMENTS ***								885	High	84	Commercial	5.0 %
								890	Prod.	19	Other	25.0 %

Neighborhood Description **THE NEIGHBORHOOD PREDOMINANTLY CONSIST OF SINGLE FAMILY RESIDENCE AND WOODLANDS. GROWTH HAS BEEN STEADY IN RECENT YEARS DUE TO NUMEROUS SMALL RESIDENTIAL DEVELOPMENTS STARTED WITHIN THE PAST THREE OR FOUR YEARS WITHIN SUBJECT AREA. *** SEE ADDITIONAL COMMENTS *****
 Market Conditions (including support for the above conclusions) **THE AREA IS LOCATED IN A STABLE, SEMI-ACTIVE MARKET. UNUSUAL SALES OR FINANCING CONCESSIONS ARE NOT TYPICAL WITHIN THIS MARKET. MARKET CONDITIONS ARE SUFFICIENTLY STABLE WHICH IS CONDUCTIVE TO THE MAINTENANCE OF NORMAL RATE OF SALE. SUPPLY AND DEMAND ARE SIMILAR.**
 Dimensions **32'0" F X 26'7" L S X 34'7" R X 34'7" RS** Area **99,630 SF / 2.29 ACRES** Shape **RECTANGULAR** View **RIVER**
 Specific Zoning Classification **RR-1** Zoning Description **SINGLE FAMILY RESIDENTIAL**
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe) _____
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe _____

Utilities Public Other (describe) _____ Public Other (describe) _____ Off-site Improvements--Type Public Private
 Electricity Gas Water Sanitary Sewer Street **ASPHALT PAVE** Alley **NONE**
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone **A** FEMA Map No. **12033C 0265G** FEMA Map Date **2006-09-29**
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe _____
 Are there any adverse site conditions or external factors (encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe _____
THERE ARE NO APPARENT ADVERSE EASEMENTS, ENCROACHMENTS OR OTHER CONDITIONS NOTED AT TIME OF INSPECTION. NO SURVEY WAS PROVIDED. SEPTIC TANKS ARE TYPICAL FOR THE AREA.

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawled Space	Foundation Walls CONC. BLK/AVG	Floors CARPET/AVG	# of Stories 2	Full Basement <input type="checkbox"/> Partial Basement <input type="checkbox"/>	Exterior Walls BRICK/AVERAGE	Walls S.R./AVERAGE
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area _____ sq. ft.	Roof Surface ASPH. SHIN/AVERAGE	Trim/Finish WOOD/AVG	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish N/A %	Gutters & Downspouts NONE	Bath Floor VINYL/AVG
Design (Style) TRADITION	Outside Entry/Exit <input type="checkbox"/> Sump Pump <input type="checkbox"/>	Window Type S.H. ALUM./AVERAGE	Bath Wainscot FBRGLS/AVG	Year Built 1973	Evidence of <input type="checkbox"/> Infestation <input type="checkbox"/>	Storm Bash/Insulated YES/AVERAGE	Car Storage None
Effective Age (Yrs) 15	Dampness <input type="checkbox"/> Settlement <input type="checkbox"/>	Screens YES/AVERAGE	<input checked="" type="checkbox"/> Driveway # of Cars 2	Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities _____	Wood Stove(s) # _____
Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other N/A	Fuel ELECT.	X Fireplace(s) # 1	X Fence <input type="checkbox"/>	Floor <input checked="" type="checkbox"/> Scuffing	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	X Patio/Dock <input type="checkbox"/>	X Porch <input type="checkbox"/>
Finished <input type="checkbox"/> Heated <input type="checkbox"/>	Individual <input type="checkbox"/> Other <input type="checkbox"/>	Pool <input type="checkbox"/>	X Other BARN	Att. <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in			

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe) _____ **HOOD & FAN**
 Finished area above grade contains: **10 Rooms 5 Bedrooms 3 Bath(s) 4,943 Square Foot of Gross Living Area Above Grade**
 Additional features (special energy efficient items, etc.) ***** SEE ADDITIONAL COMMENTS *****

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **THE APPRAISAL IS BEING MADE WITH THE SUBJECT "AS IS" CONDITION. THE SUBJECT HAS SOME PHYSICAL DEPRECIATION DUE TO AGE AND NORMAL USE OF THE IMPROVEMENTS. THE SUBJECT PROPERTY IS FUNCTIONALLY ADEQUATE. NO EXTERNAL OBSOLESCENCE IS CITED.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe _____
NO VISIBLE SIGNS OF ADVERSE ENVIRONMENTAL CONDITIONS WERE OBSERVED.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe _____
THE SUBJECT DOES CONFORM TO THE NEIGHBORHOOD HOMES IN STYLE, DESIGN, VIEW, QUALITY OF CONSTRUCTION, CONDITION, AGE, SIZE AND IMPROVEMENTS

SUMMARY APPRAISAL REPORT

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There are 49 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 500,000.00 to \$ 1,000,000.00
 There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 500,000.00 to \$ 1,000,000.00

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
11860 MOBILE HIGHWAY		107 SEAMARGE CIRCLE			14885 INNERARITY POINT ROAD			15000 INNERARITY POINT ROAD		
Address	PENSACOLA	PENSACOLA, FL 32507			PENSACOLA, FL 32507			PENSACOLA, FL 32507		
Proximity to Subject		14.67 MILES SOUTHEAST			14.53 MILES SOUTH			14.48 MILES SOUTH		
Sale Price	\$ N/A	\$ 650,000			\$ 590,000			\$ 600,000		
Sale Price/Gross Liv. Area	\$ N/A sq. ft.	\$ 277.07 sq. ft.			\$ 280.95 sq. ft.			\$ 111.54 sq. ft.		
Data Source(s)		MLS #366186			MLS #346642			MLS #360923		
Verification Source(s)		PUBLIC RECORDS			PUBLIC RECORDS			PUBLIC RECORDS		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment			
Sale or Financing		NONE KNOWN		NONE KNOWN		NONE KNOWN				
Concessions										
Date of Sale/Time		07/09		06/09		02/09				
Location	AVERAGE	AVERAGE		AVERAGE		AVERAGE				
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE				
Site	AVG/ 2.29 ACRES	AVG/ .60 ACRE	+68,000	AVG/ 1.22 ACRE	+42,800	AVG/ 1.27 ACRE	+42,800			
View	AVG/ RIVER	AVG/BAY	-10,000	AVG/SOUND	-100,000	AVG/BAY	-10,000			
Design (Style)	AVG/TRADIT	AVG/TRADIT		AVG/TRADIT		AVG/TRADIT				
Quality of Construction	AVG/BRICK	AVG/HARDEPLK	+6,500	AVG/WOOD	+10,500	AVG/BRICK				
Actual Age	A36/E15	A61/E20	+2,500	A64/E25	+5,000	A10/E10	-2,500			
Condition	AVERAGE	AVERAGE		AVERAGE		AVERAGE				
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths				
Room Count	10 5 3	8 3 2.5	+500	7 3 2	+1,000	11 4 4.5	-1,500			
Gross Living Area	4,943 sq. ft.	2,346 sq. ft.	+77,900	2,100 sq. ft.	+85,300	5,379 sq. ft.	-13,000			
Basement & Finished Rooms Below Grade	NONE	NONE		NONE		NONE				
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE				
Heating/Cooling	CH & A	CH & A		CH & A		CH & A				
Energy Efficient Items	AVERAGE	AVERAGE		AVERAGE		AVERAGE				
Garage/Carport	GARAGE 1212	CARPORT 420	+18,500	GARAGE 530	+14,500	GARAGE 530	+14,500			
Porch/Patio/Dock	PORCHES,BALC	SNPCH,PATIO,DK		PORCH,PATIO		SPCH,PAT,LANAI				
IMPROVEMENTS	PATIO,FPL,POND	FPL,BALC,WKSP	+32,000	FPL,SHED	+45,000	FPLS,DECK,BALC	+34,000			
IMPROVEMENTS	FENCE,BARN	PARTL FENCE	+43,500	NONE	+45,500	FENCE,10 POOL	+36,500			
APPLIANCES	B.I. KITCHEN	B.I. KITCHEN		B.I. KITCHEN		B.I. KITCHEN				
Not Adjustment (Total)		X + -	\$ 239,400	X + -	\$ 149,600	X + -	\$ 100,800			
Adjusted Sale Price of Comparables		Net Adj. 36.83 %	\$ 889,400	Net Adj. 25.36 %	\$ 739,600	Net Adj. 16.80 %	\$ 700,800			
		Gross Adj. 39.91 %	\$ 889,400	Gross Adj. 29.25 %	\$ 739,600	Gross Adj. 25.80 %	\$ 700,800			

SALES COMPARISON

I did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) ESCAMBIA COUNTY PUBLIC RECORDS
 My research did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) ESCAMBIA COUNTY PUBLIC RECORDS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	10/06	NO PRIOR SALES	NO PRIOR SALES	NO PRIOR SALES
Price of Prior Sale/Transfer	\$00,000	WITHIN PAST YEAR	WITHIN PAST YEAR	WITHIN PAST YEAR
Data Source(s)	OR 6007/PO 0090	PUBLIC RECORDS	PUBLIC RECORDS	PUBLIC RECORDS
Effective Date of Data Source(s)	09/10/09	10/01/09	10/01/09	10/01/09

Analysis of prior sale or transfer history of the subject property and comparable sales. THERE IS NO CURRENT AGREEMENT OF SALES, OPTION OR LISTING OF THE SUBJECT PROPERTY. THE APPRAISER FOUND ONE PRIOR LISTING OR SALE OF THE SUBJECT PROPERTY WITHIN THE PAST 3 YEARS AND NO SALES OF THE COMPARABLES WITHIN THE PAST YEAR.

Summary of Sales Comparison Approach THE COMPARABLE SALES ABOVE WERE THE MOST RECENT SALES FOUND AND MOST SIMILAR TO THE SUBJECT. COMPARABLE # 3 WAS MOST LIKE THE SUBJECT AND GIVEN ADDITIONAL WEIGHT. COMPARABLES # 1, # 2, # 4 AND # 5 WERE SIMILAR BUT HAD ADJUSTMENTS FOR SITE, VIEW, SIDING, AGE, SIZE AND IMPROVEMENTS. THE APPRAISER HAD TO EXCEED THE FNMA GUIDELINES ON MILEAGE, TIME OF SALE AND ADJUSTMENTS, BUT THESE WERE THE BEST SALES FOUND IN HIS SEARCH OF SIMILAR COMPARABLES. SEE ADDITIONAL COMMENTS.....

Indicated Value by Sales Comparison Approach \$ 760,000
 Indicated Value by: Sales Comparison Approach \$ 760,000 Cost Approach (if developed) \$ 761,200 Income Approach (if developed) \$

THE APPRAISER FEELS THAT MOST CONSIDERATION SHOULD BE GIVEN TO THE MARKET DATA APPROACH SINCE IT IS MORE INDICATIVE OF THE MARKET VALUE, RESULTING IN A TOTAL ESTIMATED MARKET VALUE OF \$760,000.00.

This appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: THIS APPRAISAL IS NOT SUBJECT TO ANY REPAIRS OR RENOVATIONS TO BE MADE TO THE SUBJECT.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 760,000, as of SEPT 28, 2009, which is the date of inspection and the effective date of this appraisal.

SUMMARY APPRAISAL REPORT

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INTENDED USER: ONLY THE CLIENT SPECIFICALLY NAMED IN THIS APPRAISAL REPORT IS THE INTENDED USER OF THIS REPORT. ANY SUCCESSORS OR ASSIGNS OF THE CLIENT SPECIFICALLY NAMED IN THIS REPORT ARE NOT INTENDED USERS OF THIS REPORT. DUE TO THE FACT THAT THIS REPORT HAS NOT ANTICIPATED ANY SPECIFIC NEED OF ANY OTHER USER, OTHER THAN THE LENDER/CLIENT NAME AS THE INTENDED USER OF THIS REPORT, ANY LENDER NOT SPECIFICALLY NAMED IN THIS REPORT, IS NOT AN INTENDED USER OF THIS REPORT, NOR IS THE OWNER OF THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT, OR THE POTENTIAL BORROWER SPECIFICALLY NAMED HEREIN, NOR ANY HAZARD INSURANCE COMPANIES, IT'S EMPLOYEES, REPRESENTATIVES, OR AGENTS, ANYONE NOT SPECIFICALLY IDENTIFIED BY THE APPRAISER AS AN INTENDED USER OF THIS REPORT, IS NOT AN INTENDED USER.

ASSIGNMENT AND INTENDED USE: THE ASSIGNMENT AND THE INTENDED PURPOSE OF THIS APPRAISAL IS TO PROVIDE AN OPINION OF CURRENT MARKET VALUE OF A FEE SIMPLE INTEREST IN THE RESIDENTIAL PROPERTY LOCATED AT 11860 MOBILE HIGHWAY, PENSACOLA, FLA. THIS IS A COMPLETE APPRAISAL WRITTEN IN A SUMMARY FORMAT. THIS APPRAISAL IS INTENDED FOR USE BY GREGORY ENGLISH FOR A ESTIMATE OF FAIR MARKET VALUE TRANSACTION. IT HAS BEEN PREPARED IN COMPLIANCE WITH USPAP GUIDELINES.

SCOPE OF WORK: THE APPRAISAL ASSIGNMENT HAS BEEN IDENTIFIED BY THE LENDER/CLIENT AS THE APPRAISER'S OPINION OF CURRENT MARKET VALUE OF THE ADDRESS IDENTIFIED HEREIN, AND THE REPORTING REQUIREMENTS OF THIS APPRAISAL REPORT FORM, INCLUDING THE DEFINITION OF MARKET VALUE AS STATED IN THE LIMITED CONDITIONS, THE STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS, AND CERTIFICATIONS, FOR PURPOSES OF THIS APPRAISAL REPORT. THE STATEMENT THAT "THE APPRAISER MUST, AT A MINIMUM: (1) PERFORM A COMPLETE VISUAL INSPECTION OF THE INTERIOR AND EXTERIOR AREAS OF THE SUBJECT PROPERTY." IT SHALL BE NOTED THAT THIS INSPECTION CONSISTED OF VISUALLY OBSERVING THOSE AREAS THAT WERE READILY AND EASILY ACCESSIBLE TO THE LAYMAN'S EYE. ATTICS AND CRAWL SPACES WERE NOT OBSERVED, ROOFS WERE NOT CLIMBED, BUT WERE VISUALLY OBSERVED FROM THE GROUND. INTERIOR WALLS WERE NOT ACCESSED, AND STRUCTURAL ASSESSMENTS WERE NOT MADE UNLESS SO STATED. THE APPRAISER IS NOT A QUALIFIED HOME INSPECTOR AND ONLY THOSE ADVERSE CONDITIONS THAT WERE READILY AND VISUALLY OBSERVABLE WERE REPORTED, IF ANY. "(2) INSPECT THE NEIGHBORHOOD" SUGGESTS AND INDICATES THAT THE APPRAISER DROVE THE NEIGHBORHOOD, VISUALLY OBSERVING FROM THE STREET, THE CONDITION AND APPEAL OF EXISTING DWELLINGS AND VACANT LOTS. "(3) INSPECT EACH OF THE COMPARABLE SALES FROM AT LEAST THE STREET." SUGGESTS AND INDICATES A VISUAL OBSERVATION FROM AN AUTOMOBILE STOPPED IN FRONT OF THE COMPARABLE PROPERTY, AND WHAT CAN BE DETERMINED BY SUCH AN INSPECTION. "(4) RESEARCH, VERIFY, AND ANALYZE DATA FROM RELIABLE PUBLIC AND/OR PRIVATE SOURCES. THIS STATEMENT SHALL MEAN THAT THE APPRAISER GATHERED INFORMATION FROM THE ESCAMBIA/SANTA ROSA COUNTY PROPERTY APPRAISERS WEBSITE, THE ESCAMBIA/SANTA ROSA COUNTY CLERK OF COURT WEBSITE, THE ESCAMBIA/SANTA ROSA COUNTY TAX COLLECTORS WEBSITE, THE PENSACOLA ASSOCIATION OF REALTORS MULTIPLE LISTING SERVICE WEBSITE, AND METRO MARKET TRENDS REAL ESTATE ACTIVITY REPORTING SYSTEM (REARS), AT AN ABSOLUTE MINIMUM. OTHER SOURCES ARE IDENTIFIED AS USED. THESE FINDINGS, ANALYSIS, OPINIONS, AND CONCLUSIONS ARE THEN REPORTED IN A SUMMARY FORMAT ON THE URAR FANNIE MAE FORM 1004, DATED MARCH 2005.

COST APPROACH TO VALUE (not required by Fannie Mae)
Provide adequate information for the lender/client to replicate the below cost figures and calculations.
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

COMPARABLE LAND SALES WERE RESEARCHED FROM THE PUBLIC RECORDS AND SEVERAL RESIDENTIAL LOTS WERE SOLD WITHIN THE SUBJECT GENERAL AREA WITHIN THE PAST YEAR, THE PRICES RANGED FROM A LOW OF \$107,000 TO A HIGH OF \$275,000. THE APPRAISER'S OPINION OF THE LAND VALUE IS \$247,800.00.

ESTIMATED	REPRODUCTION OR	X REPLACEMENT COST NEW	OPINION OF SITE VALUE	
Source of cost data	MARSHALL SWIFT & LOCAL BUILDERS		Dwelling	4,943 Sq. Ft. @ \$ 95.02-\$ 469,684
Quality rating from cost service	AVG	Effective date of cost data	BARN	1,818 Sq. Ft. @ \$ 26.76-\$ 48,650
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			APPL.PORCH.BALC.FPI.FENCE STAIRS	
COST ESTIMATES WERE TAKEN FROM THE MARSHALL SWIFT VALUATION SERVICE COST BOOK.			Garage/Carport	1,212 Sq. Ft. @ \$ 35.93-\$ 43,547
THE SUBJECT HAS AN ESTIMATED REMAINING ECONOMIC LIFE OF 35-40 YEARS.			Total Estimate of Cost-Now-\$ 597,381
THIS APPRAISAL HAS BEEN COMPLETED PER HUD GUIDELINES.			Loss	Physical Functional External
Estimated Remaining Economic Life (HUD and VA only)			Depreciation	107,529-\$ (107,529)
			Depreciated Cost of Improvements-\$ 489,852
			'As-is' Value of Site Improvements-\$ 23,500
			Indicated Value By Cost Approach-\$ 761,157

INCOME APPROACH TO VALUE (not required by Fannie Mae)
Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier N/A = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases N/A Total number of units N/A Total number of units sold N/A

Total number of units rented N/A Total number of units for sale N/A Data Source(s) N/A

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion N/A

Does the project contain any multi-dwelling units? Yes No Data Source(s) N/A

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion N/A

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options N/A

Describe common elements and recreational facilities N/A

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

SUMMARY APPRAISAL REPORT

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

SUMMARY APPRAISAL REPORT

Uniform Residential Appraisal Report

File # 096821R

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Phil Jones*
 Name D. PHIL JONES
 Company Name MCCALL REALTY & INVEST., INC.
 Company Address 6408 HIGHWAY 90, SUITE 4
MILTON, FL 32570
 Telephone Number 850-623-0332
 Email Address PHIL.JONES@GULF.NET
 Date of Signature and Report OCTOBER 5, 2009
 Effective Date of Appraisal SEPT. 28, 2009
 State Certification # RZ, 1233
 or State License # _____
 or Other STATE CERTIFIED GENERAL R. E. APPRAISER
 State FL
 Expiration Date of Certification or License 11/30/10

ADDRESS OF PROPERTY APPRAISED
11860 MOBILE HIGHWAY
PENSACOLA, FL 32526-5236
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 760,000

LENDER/CLIENT
 Name MR. GREG ENGLISH
 Company Name GREGORY ENGLISH
 Company Address 8828 KLONDIKE ROAD
PENSACOLA, FL 32526
 Email Address GSENGLISH@HOTMAIL.COM

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

ADDITIONAL COMPARABLES

Borrower GREGORY & LINDA ENGLISH																				
Property Address 11860 MOBILE HIGHWAY																				
City PENSACOLA			County ESCAMBIA			State FL			Zip Code 32526-5236											
Lender/Client GREGORY ENGLISH																				
FEATURE	SUBJECT		COMPARABLE SALE NO. 4			COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6											
11860 MOBILE HIGHWAY			14815 INNERARITY POINT ROAD			5784 GREANDE LAGOON BLVD														
Address	PENSACOLA		PENSACOLA, FL 32507			PENSACOLA, FL 32507														
Proximity to Subject			14.48 MILES SOUTH			14.62 MILES SOUTH														
Sale Price	\$ N/A		\$ 949,000			\$ 999,999			\$											
Sale Price/Gross Liv. Area	\$ N/A sq. ft.		\$ 579.01 sq. ft.			\$ 390.62 sq. ft.			\$ sq. ft.											
Data Source(s)			MLS #364286			MLS #374271														
Verification Source(s)			PUBLIC RECORDS			PUBLIC RECORDS														
VALUE ADJUSTMENTS	DESCRIPTION		DESCRIPTION			+(-)\$ Adjustment			DESCRIPTION			+(-)\$ Adjustment								
Sale or Financing Concessions			NONE KNOWN						NONE KNOWN											
Date of Sale/Time			ACTIVE LISTING						ACTIVE LISTING											
Location	AVERAGE		AVERAGE						AVERAGE											
Leasehold/Fee Simple	FEE SIMPLE		FEE SIMPLE						FEE SIMPLE											
Site	AVG/ 2.29 ACRES		AVG/ 2.08 ACRE			+10,400			AVG/ .30 ACRE			+79,600								
View	AVG/ RIVER		AVG/SOUND			-250,000			AVG/SOUND/GULF			-250,000								
Design (Style)	AVG/TRADIT		AVG/TRADIT						AVG/TRADIT											
Quality of Construction	AVG/BRICK		AVG/WOOD			+10,500			AVG/HARDEEPLK											
Actual Age	A36/E15		A36/E20			+2,500			A24/E15											
Condition	AVERAGE		AVERAGE						AVERAGE											
Above Grade Room Count	Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths								
	10	5	3	7	3	2	8	3	2,5											
Gross Living Area	4,943 sq. ft.		1,639 sq. ft.			+99,100			2,560 sq. ft.			+71,500								
Basement & Finished Rooms Below Grade	NONE		NONE						NONE											
Functional Utility	AVERAGE		AVERAGE						AVERAGE											
Heating/Cooling	CH & A		CH & A						CH & A											
Energy Efficient Items	AVERAGE		AVERAGE						AVERAGE											
Garage/Carport	GARAGE 1212		GARAGE 420			+15,500			GARAGE 420			+15,500								
Porch/Patio/Deck	PORCHES,BALC		PORCH,PATIO						PCH,PATIO,DECK											
IMPROVEMENTS	PATIO,FPL,POND		WORKSHOP			+18,500			FPL,CARPORT			-18,500								
IMPROVEMENTS	FENCE,BARN		NONE			+45,500			DOCK,PIER			+25,500								
APPLIANCES	B.I. KITCHEN		B.I. KITCHEN						B.I. KITCHEN											
Not Adjustment (Total)						-47,000						-75,900								
Adjusted Sale Price of Comparables			Not Adj. 4.95 %			Gross Adj. 47.73 %			\$ 902,000			Not Adj. 7.59 %			Gross Adj. 46.11 %			\$ 924,099		
ITEM	SUBJECT		COMPARABLE SALE #4			COMPARABLE SALE #5			COMPARABLE SALE #6											
Date of Prior Sale/Transfer	10/06		NO PRIOR SALES			NO PRIOR SALES														
Price of Prior Sale/Transfer	400,000		WITHIN PAST YEAR.			WITHIN PAST YEAR.														
Data Source(s)	OR 6007/PG 0090		PUBLIC RECORDS			PUBLIC RECORDS														
Effective Date of Data Source(s)	09/10/09		10/01/09			10/01/09														
Comment on Sales Comparison																				

ADDITIONAL COMMENTS

Borrower or Owner **GREGORY & LINDA ENGLISH**Property Address **11860 MOBILE HIGHWAY**City **PENSACOLA**County **ESCAMBIA**State **FL.**Zip Code **32526-5236**Lender or Client **GREGORY ENGLISH****LEGAL DESCRIPTION**

BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 94 32/100 FT TO N R/W LI OF STATE RD 10 S 89 DEG 51 MIN W ALG R/W LI 675 FT FOR POB S 89 DEG 51 MIN W 75 FT N 3 DEG 09 MIN W 262 FT TO PERDIDO RIVER ELY ALG RIVER TO A PT N 3 DEG 09 MIN W 336 FT FROM POB S 3 DEG 09 MIN E 336 FT TO POB BEING LT 27 OF UNRECORDED PLAT OF HUDSON S/D ALSO BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 34/100 FT N 94 32/100 FT TO N R/W LI OF STATE RD 10 S 89 DEG 51 MIN W ALG SAID R/W LI 600 FT FOR POB CONT S 89 DEG 51 MIN W 75 FT N 3 DEG 09 MIN W 336 FT TO PERDIDO RIVER ELY ALG RIVER TO A PT N 3 DEG 09 MIN W 354 FT FROM POB S 3 DEG 09 MIN E 354 FT TO POB BEING LT 26 OF UNRECORDED PLAT OF HUDSON S/D ALSO BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 3 DEG 9 MIN W 94 32/100 FT TO N R/W LI OF STATE RD NO 10 S 86 DEG 51 MIN W ALG STATE RD NO 10 430 FT FOR POB CONT S 86 DEG 51 MIN W 170 FT N 3 DEG 9 MIN W 354 FT TO PERDIDO RIVER ELY ALG RIVER TO LI THAT IS N 3 DEG 9 MIN W FROM POB S 3 DEG 9 MIN E 342 FT TO POB OR 6007 P 90 LESS S 30 FT WHICH RUNS PARL TO STATE RD NO 10 75 FT TO R/W

NEIGHBORHOOD BOUNDARIES

AREA BOUNDED ON THE NORTH AND WEST BY THE FLORIDA/ALABAMA STATE LINE, ON THE EAST BY MOBILE HIGHWAY AND ON THE SOUTH BY THE PERDIDO RIVER

NEIGHBORHOOD DESCRIPTION

THE NEIGHBORHOOD CONSIST OF BRICK, STUCCO, VINYL & FRAME RESIDENCES WITH AVERAGE LANDSCAPING FEATURES & AVERAGE LOT SIZES. NO UNFAVORABLE FACTORS WERE FOUND.

ADDITIONAL FEATURES

FRONT PORCH, SMOKE ALARM, CEILING FANS, PATIO, FIREPLACE, FENCE, METAL BUILDING/BARN, GARAGE/WORKSHOP, WELL HOUSE, BOAT RAMP, HARDWOOD FLOORS, CERAMIC TILE FLOORS, STAIRS, CONCRETE DRIVEWAY AND WALKWAY

SALES COMPARISON APPROACH

THE APPRAISER HAD TROUBLE FINDING COMPARABLE SALES THAT WERE WITHIN THE ONE MILE LIMIT FOR FNMA GUIDELINES. THE SALES USED WERE THE BEST RECORDED SALES THAT WERE AVAILABLE THROUGH THE PUBLIC RECORDS AND MLS SERVICE. THE AREA AROUND THE SUBJECT HAS LARGE PARCELS THAT ARE NOT DEVELOPED AND THIS MEANS THAT THERE IS GREATER DISTANCES BETWEEN THE PROPERTIES, THEREFORE THERE IS A GREATER DISTANCE BETWEEN SALES IN THIS AREA.

THE APPRAISER ALSO HAD TO GO BEYOND THE SIX MONTH LIMIT OF SALES DATE. COMPARABLE # 3 WAS USED DUE TO THE SIMILARITY OF IT TO THE SUBJECT AND DUE TO LOCATION, SIZE, AGE AND FEATURES. THE THREE SALES WERE ALL WITHIN A YEAR OF THE APPRAISAL DATE.

THE APPRAISER ALSO HAD TO EXCEED THE FNMA GUIDELINES ON GROSS ADJUSTMENTS ON ALL THREE COMPARABLES, BUT THESE WERE THE BEST SALES WHEN LOOKING FOR LOCATION, DESIGN, APPEAL AND FEATURES.

THE APPRAISER DOES NOT FEEL THAT THESE SALES THAT EXCEEDED THE LIMITS WOULD HAVE A NEGATIVE EFFECT ON THE VALUE OF THE SUBJECT AND IN HIS OPINION WERE REFLECTIVE OF THE MARKET VALUE IN THE SUBJECT NEIGHBORHOOD.

**MULTI-PURPOSE APPRAISAL ADDENDUM
FOR FEDERALLY RELATED TRANSACTIONS**

Borrower/Client	GREGORY & LINDA ENGLISH		
Property Address	11860 MOBILE HIGHWAY		
City	PENSACOLA	County	ESCAMBIA
		State	FL
		Zip Code	32526-5236
Lender	GREGORY ENGLISH		

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC) and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

PURPOSE & FUNCTION OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a Federally related transaction.

EXTENT OF APPRAISAL PROCESS

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- The Reproduction Cost is based on MARSHALL-SWIFT VALUATION SERVICE supplemented by the appraiser's knowledge of the local market.
- Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

SUBJECT PROPERTY OFFERING INFORMATION

- According to PENSACOLA MULTIPLE LISTING SERVICE the subject property:
- has not been offered for sale in the past 30 days.
- is currently offered for sale for \$ _____.
- was offered for sale within the past 30 days for \$ _____.
- Offering information was considered in the final reconciliation of value.
- Offering information was not considered in the final reconciliation of value.
- Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

SALES HISTORY OF SUBJECT PROPERTY

- According to ESCAMBIA COUNTY PUBLIC RECORDS the subject property:
- has not transferred in the past thirty-six months.
- has transferred in the past thirty-six months.
- All prior sales which have occurred in the past thirty-six months are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer
10/06	400,000	OR 6007/PG 0090	MLC,LLC	GREGORY & LINDA ENGLISH

FEMA FLOOD HAZARD DATA

- The subject property is not located in a FEMA Special Flood Hazard Area.
- The subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
A	12033C 0265G	2006-09-29	UNINCORPORATED AREA

- The community does not participate in the National Flood Insurance Program.
- The community does participate in the National Flood Insurance Program.
- It is covered by a regular program.
- It is covered by an emergency program.

CURRENT SALES CONTRACT

- The subject property is currently not under contract.
- The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller
			GREGORY & LINDA ENGLISH

- The contract indicated that personal property was not included in the sale.
- The contract indicated that personal property was included. It consisted of _____ Estimated contributory value is \$ _____
- Personal property was not included in the final value estimate.
- Personal property was included in the final value estimate.
- The contract indicated no financing concessions or other incentives.
- The contract indicated the following concessions or incentives: _____
- If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

 MARKET OVERVIEW Include an explanation of current market conditions and trends.

36 months is considered a reasonable marketing period for the subject property based on THE APRAISER'S OBSERVATION OF THE MARKETING TIME FOR LISTINGS AND SALES WITHIN THE IMMEDIATE AREA.

 ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:

- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

 ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

 ADDITIONAL COMMENTS

THIS ASSIGNMENT HAS BEEN PERFORMED IN ACCORDANCE WITH THE 2008-2009 FNMA GUIDELINES AND 2008-2009 USPAP PROMULGATED BY THE APPRAISAL FOUNDATION. MY ANALYSIS, OPINIONS AND CONCLUSIONS WERE DEVELOPED AND HAS BEEN PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF THE STATE.

 APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature Phil Jones Effective Date SEPT. 28, 2009 Date Prepared OCTOBER 5, 2009
 Appraiser's Name (print) D. PHIL JONES Phone # (850) 673-0332
 State FL License Certification # RZ 1233 Tax ID # 89-1852765

 CO-SIGNING APPRAISER'S CERTIFICATION

- The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- The co-signing appraiser has not personally inspected the interior of the subject property and:
- has not inspected the exterior of the subject property and all comparable sales listed in the report.
- has inspected the exterior of the subject property and all comparable sales listed in the report.
- The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
- The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal

 CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Co-Signing
 Appraiser's Signature _____ Effective Date _____ Date Prepared _____
 Co-Signing Appraiser's Name (print) _____ Phone # (_____) _____
 State _____ License Certification # _____ Tax ID # _____

Subject Photographs

Borrower/Client	N/A				
Property Address	11860 Mobile Highway				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Gregory S. & Linda J. English				



Front

Comments:



Rear

Comments:



Detached Garage/Work Shop

Comments:



Detached Garage

Comments:

Subject Photographs

Borrower/Client	N/A				
Property Address	11860 Mobile Highway				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Gregory S. & Linda J. English				



Yard Building/Pump House

Comments:



Covered Boat Slip

Comments:



River

Comments:



Street

Comments:

Subject Interior Photographs

Borrower/Client	N/A				
Property Address	11860 Mobile Highway				
City	Pensacola	County	Escambia	State	FL Zip Code 32526
Lender	Gregory S. & Linda J. English				



Kitchen



Living Room & Dining Room



Family Room



Family Room



Bathroom



Bathroom

Subject Interior Photographs

Borrower/Client	N/A						
Property Address	11860 Mobile Highway						
City	Pensacola	County	Escambia	State	FL	Zip Code	32526
Lender	Gregory S. & Linda J. English						



Hardwood Flooring

Comments:



Hardwood Flooring

Comments:



Florida Room

Comments:



Florida Room

Comments:

PHOTOGRAPH ADDENDUM

Borrower or Owner GREGORY & LINDA ENGLISH

Property Address 11860 MOBILE HIGHWAY

City PENSACOLA

County ESCAMBIA

State FL

Zip Code 32526-5236

Client GREGORY ENGLISH



COMPARABLE #1

107 SEAMARGE CIRCLE
PENSACOLA, FL 32507

PRICE	\$650,000
PRICE/SF	277.07
DATE	07/09
AGE	A61/E20
ROOM COUNT	8-3-2.5
LIVING AREA	2,346
VALUE INDICATION	\$889,400



COMPARABLE #2

14885 INNERARITY POINT ROAD
PENSACOLA, FL 32507

PRICE	\$590,000
PRICE/SF	280.95
DATE	06/09
AGE	A64/E25
ROOM COUNT	7-3-2
LIVING AREA	2,100
VALUE INDICATION	\$739,600



COMPARABLE #3

15000 INNERARITY POINT ROAD
PENSACOLA, FL 32507

PRICE	\$600,000
PRICE/SF	111.54
DATE	02/09
AGE	A10/E10
ROOM COUNT	11-4-4.5
LIVING AREA	5,379
VALUE INDICATION	\$700,800

PHOTOGRAPH ADDENDUM

Borrower or Owner	GREGORY & LINDA ENGLISH		
Property Address	11860 MOBILE HIGHWAY		
City	PENSACOLA	County	ESCAMBIA
		State	FL
Client	GREGORY ENGLISH		
		Zip Code	32526-5236



COMPARABLE #4

14815 INNERARITY POINT ROAD
PENSACOLA, FL 32507

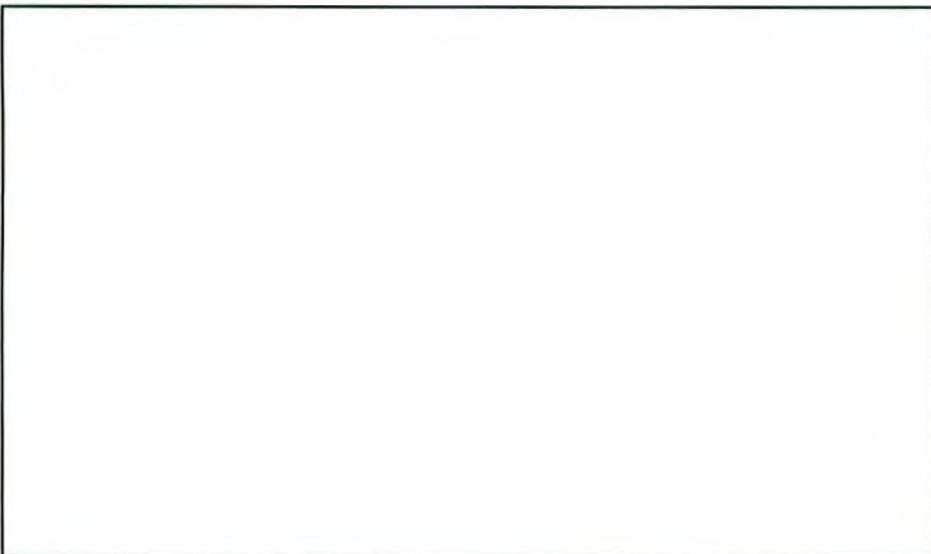
PRICE	\$949,000
PRICE/SF	579.01
DATE	ACTIVE LISTING
AGE	A36/E20
ROOM COUNT	7-3-2
LIVING AREA	1,639
VALUE INDICATION	\$902,000



COMPARABLE #5

5784 GREANDE LAGOON BLVD
PENSACOLA, FL 32507

PRICE	\$999,999
PRICE/SF	390.62
DATE	ACTIVE LISTING
AGE	A24/E15
ROOM COUNT	8-3-2.5
LIVING AREA	2,560
VALUE INDICATION	\$924,099

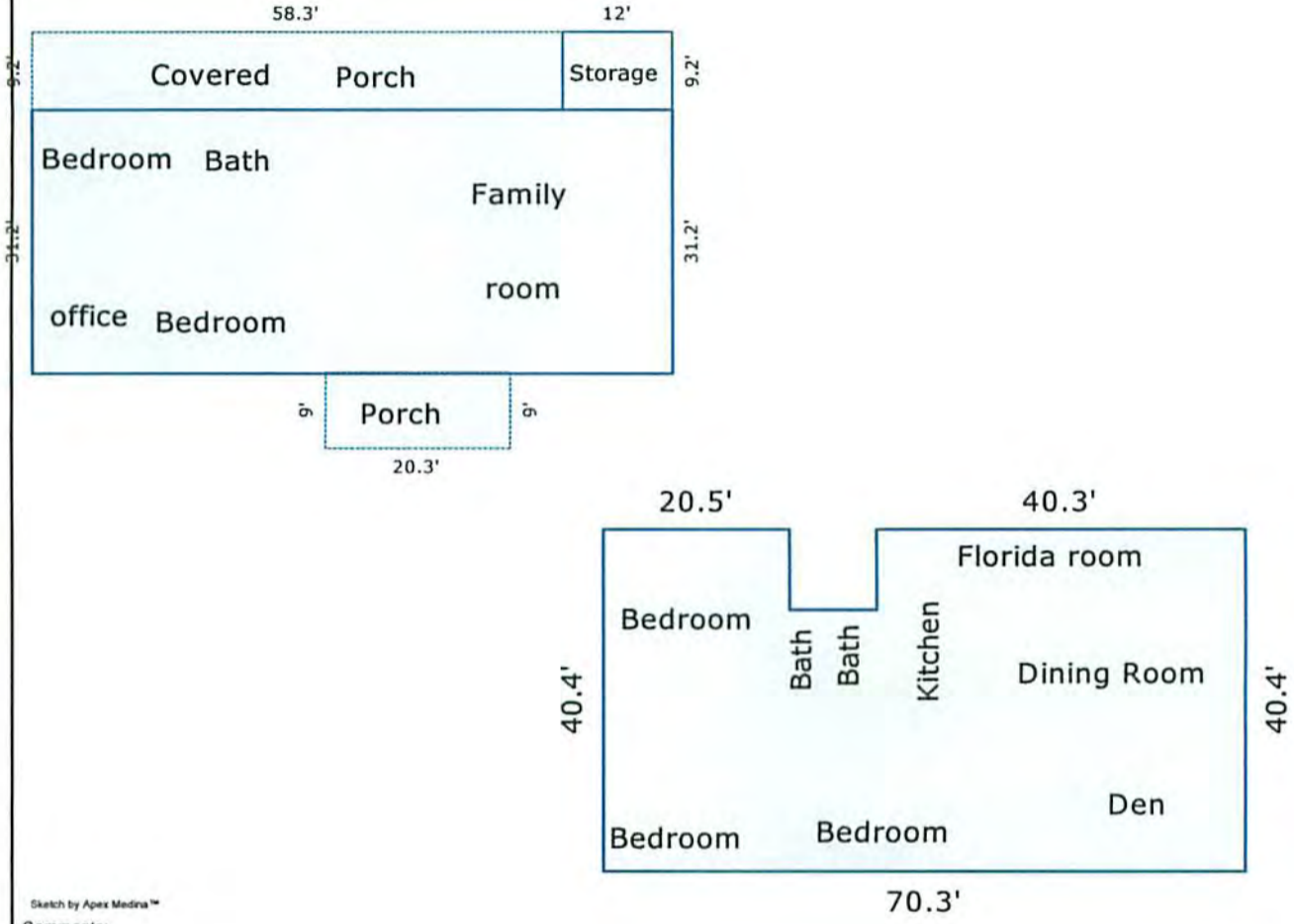


COMPARABLE #6

PRICE	\$
PRICE/SF	
DATE	
AGE	
ROOM COUNT	--
LIVING AREA	
VALUE INDICATION	\$

SKETCH ADDENDUM

Borrower or Owner **GREGORY & LINDA ENGLISH**
 Property Address **11860 MOBILE HIGHWAY**
 City **PENSACOLA** County **ESCAMBIA** State **FL** Zip Code **32526-5236**
 Client **GREGORY ENGLISH**



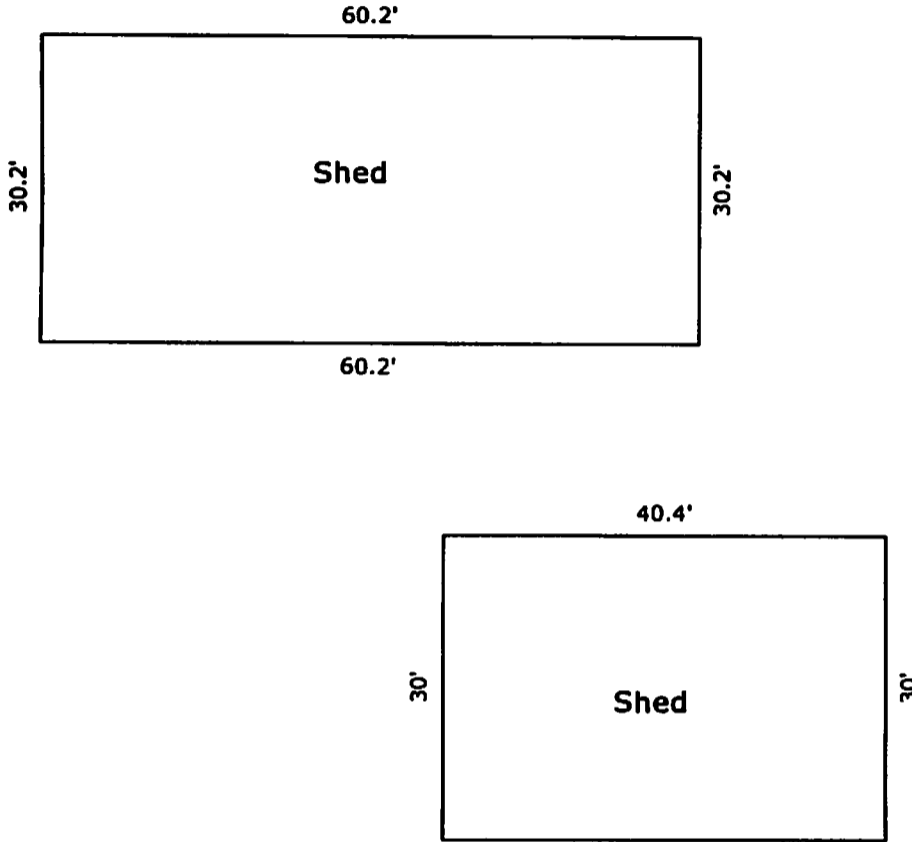
Sketch by Apex Medina™
 Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	2193.4	
	second floor	2749.9	4943.2
P/P	COVERED PORCH	536.4	
	Porch	182.3	718.6
OTH	Storage	110.4	110.4
Net LIVABLE Area		(rounded)	4943

LIVING AREA BREAKDOWN			
Breakdown		Subtotals	
First Floor			
70.3	x	31.2	2193.4
second floor			
70.3	x	30.9	2172.3
9.5	x	20.5	194.8
9.5	x	40.3	382.9
4 Items		(rounded)	4943

SKETCH ADDENDUM

Borrower or Owner **GREGORY & LINDA ENGLISH**
 Property Address **11860 MOBILE HIGHWAY**
 City **PENSACOLA** County **ESCAMBIA** State **FL** Zip Code **32526-5236**
 Client **GREGORY ENGLISH**



Sketch by Apex Machine™
 Comments:

AREA CALCULATIONS SUMMARY				AREA BREAKDOWN	
Code	Description	Net Size	Net Totals	Breakdown	Subtotals
OTE	shed	1818.0	3030.0		
	shed	1212.0			

LOCATION MAP

Borrower or Owner	GREGORY & LINDA ENGLISH		
Property Address	11860 MOBILE HIGHWAY		
City	PENSACOLA	County	ESCAMBIA
		State	FL
		Zip Code	32526-5236
Client	GREGORY ENGLISH		











FLOOD MAP

Borrower or Owner GREGORY & LINDA ENGLISH
 Property Address 11860 MOBILE HIGHWAY
 City PENSACOLA County ESCAMBIA State FL Zip Code 32526-5236
 Client GREGORY ENGLISH



Flood Zones

- | | |
|---|--|
|  Areas inundated by 500-year flooding |  Floodway areas |
|  Areas outside of the 100- and 500-year flood plains |  Floodway areas with velocity hazard |
|  Areas inundated by 100-year flooding |  Areas of undetermined but possible flood hazards |
|  Areas inundated by 100-year flooding with velocity hazard |  Areas not mapped on any published FIRM |

Flood Zone Determination

Latitude: 30.522397338312
 Longitude: -87.444051092528
 Community Name:
UNINCORPORATED AREA
 Community: 120080
 SFHA (Flood Zone): *Out*
 Within 250 ft. of multiple flood zones: *Yes*
 Zone: *X*
 Panel: 0265G Panel Date: 2006-09-29
 FIPS Code: 12033 Census Tract: 36.03

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. NEITHER FIRST AMERICAN FLOOD DATA SERVICES NOR THE SELLER OF THIS REPORT MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither FARES nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.

Borrower or Owner GREGORY & LINDA ENGLISH
 Property Address 11860 MOBILE HIGHWAY
 City PENSACOLA County ESCAMBIA State FL Zip Code 32526-5236
 Lender or Client GREGORY ENGLISH

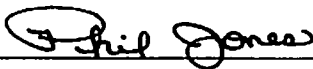
DEFINITION OF INSPECTION:

THE TERM "INSPECTION", AS USED IN THIS REPORT, IS NOT THE SAME LEVEL OF INSPECTION THAT IS REQUIRED FOR A "PROFESSIONAL HOME INSPECTION". THE APPRAISER DOES NOT FULLY INSPECT THE ELECTRICAL SYSTEM, PLUMBING SYSTEM, MECHANICAL SYSTEMS, FOUNDATION SYSTEM, FLOOR STRUCTURE, OR SUBFLOOR. THE APPRAISER IS NOT AN EXPERT IN CONSTRUCTION MATERIALS AND THE PURPOSE OF THE APPRAISAL IS TO MAKE AN ECONOMIC EVALUATION OF THE SUBJECT PROPERTY. IF THE CLIENT NEEDS A MORE DETAILED INSPECTION OF THE PROPERTY, A HOME INSPECTION, BY A PROFESSIONAL HOME INSPECTOR, IS SUGGESTED.

DIGITAL SIGNATURES:

THE SIGNATURE(S) AFFIXED TO THIS REPORT, AND CERTIFICATION, WERE APPLIED BY THE ORIGINAL APPRAISER(S) OR SUPERVISORY APPRAISER AND REPRESENT THEIR ACKNOWLEDGEMENTS OF THE FACTS, OPINIONS AND CONCLUSIONS FOUND IN THE REPORT. EACH APPRAISER(S) APPLIED HIS OR HER SIGNATURE ELECTRONICALLY USING A PASSWORD ENCRYPTED METHOD. HENCE THESE SIGNATURES HAVE MORE SAFEGUARDS AND CARRY THE SAME VALIDITY AS THE INDIVIDUAL'S HAND APPLIED SIGNATURE. IF THE REPORT HAS A HAND-APPLIED SIGNATURE, THIS COMMENT DOES NOT APPLY.

APPRAISER:

Signature: 
 Name: D. PHIL JONES
 Date Signed: OCTOBER 5, 2009
 State Certification #: RZ 1233
 or State License #: _____
 State: FL
 Expiration Date of Certification or License: 11/30/10

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Did Did Not Inspect Property

AC# 4021221

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L08091903080

DATE	BATCH NUMBER	LICENSE NBR
09/19/2008	088070356	RZ1233

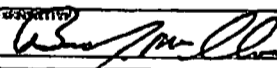
The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2010

JONES, D PHIL
6408 HWY 90 SUITE 4
MILTON FL 32570

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

ACORD		CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YYYY) 9/1/09		
PRODUCER PROFESSIONAL LIABILITY SERVICES 1250 S. HIGHWAY 17-92 LAKE CENTER SUITE 110 LONGWOOD, FL 32750		THIS IS TO CERTIFY AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED McCALL REALTY & INVESTMENTS, INC. 6408 HIGHWAY 90, SUITE # 4 MILTON, FL 32570		COMPANIES AFFORDING COVERAGE				
		COMPANY LETTER	A	C.N.A. INSURANCE COMPANY		
		COMPANY LETTER	B			
		COMPANY LETTER	C			
		COMPANY LETTER	D			
		COMPANY LETTER	E			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REPRODUCED BY PAID CLAIMS.						
CO LST	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRES (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> THROUGH THE GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> DIRECTORS & CONTRACTORS FIRM				GENERAL LIABILITY PRODUCTS COMPLETED PERSONAL & AUTO SERVICE EACH OCCURRENCE PER OCCURRENCE (Any one limit) MED. EXPENSE (Any one limit) FUTURE COSTS (Any one limit)	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> LEASED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> DAMAGE LIABILITY				BODILY INJURY (Per person) PROPERTY DAMAGE (Per occurrence)	
	CARELESS LIABILITY <input type="checkbox"/> LICENSEE & FIRM <input type="checkbox"/> OTHER THAN LICENSEE & FIRM				FUTURE COSTS (Any one limit) ADEQUATE ADEQUATE	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY LIMITS WORKERS COMPENSATION EMPLOYERS LIABILITY	
A	OTHER PROFESSIONAL LIABILITY INSURANCE	RNP 25414467009	08/26/09	08/26/10	\$1,000,000 / \$1,000,000	\$1,000
AUTHORITY: I HAVE SIGNED THIS CERTIFICATE AS A REPRESENTATIVE OF THE INSURED.						
CERTIFICATE HOLDER			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. HOWEVER, IF IT PROVES NECESSARY TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE						

Commitment To Insure

ALTA Commitment - 1970 Rev.

CA



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A: upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

**Delivered with and printed on this Commitment Jacket is the
Closing Protection Letter promulgated under Rule 4-186.010, F.A.C.**

Authorized Signatory

Closing Protection Letter

The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity (ies) set forth in the Letter and identified as a proposed insured in the commitment.

RE: Issuing Agent: Agent countersigning the attached commitment.

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you,
or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions

- A. Old Republic National Title Insurance Company will not be liable to you for loss arising out of:
 1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by Old Republic National Title Insurance Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply to your written closing instructions to deposit the funds in a bank which you designated by name.
 3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company.
 4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.
- B. When Old Republic National Title Insurance Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of Old Republic National Title Insurance Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any liability of Old Republic National Title Insurance Company for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.
- D. Claims of loss shall be made promptly to Old Republic National Title Insurance Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499. When the failure to give prompt notice shall prejudice Old Republic National Title Insurance Company then liability of Old Republic National Title Insurance Company, hereunder shall be reduced to the extent of such prejudice. Old Republic National Title Insurance Company shall not be liable hereunder unless notice of loss in writing is received by Old Republic National Title Insurance Company within ninety (90) days from the date of discovery of such loss.
- E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.
- F. The protection herein offered will be effective until cancelled by written notice from Old Republic National Title Insurance Company. Any previous Insured Closing Service Letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

SCHEDULE A

ELRC File No: 096310

1. Effective Date: 11/22/2010 at 8:00 A.M.
2. Policy or Policies to be issued: Amount:
 (a) ALTA Owners Policy \$288,500.00
 (10/17/92 with Florida Modifications)

Proposed Insured: Escambia County, Florida

- (b) ALTA Standard Loan Policy
 (10/17/92 with Florida modifications)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a

Fee simple

(fee simple, leasehold, etc.)

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

Gregory S. English and Linda J. English, husband and wife by Warranty Deed in
O.R. 6007 Page 90.

5. The land referred to in this policy is situated in the County of Escambia, State of Florida, and is described as follows:

See Exhibit "A" attached hereto and made a part hereof

TA #10-1S-32-7004-000-023
Project: Perdido River at Mobile Highway

Exhibit "A"

Commence at the S.E. corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said Lot 7 for 820.43'; thence North for 94.32'; thence South 86°51'00" West along the North R/W line of State Road #10 for 260.00' and point of beginning; thence North 15°08'00" East for 180.00' to an iron rod and cap; thence North 08°33'49" West for 107.35' to the waters edge of "Perdido River" and point hereafter designated Point "A"; thence from the beginning point run South 86°51'00" West for 170.00' to an iron rod and cap; thence North 03°09'00" West for 316.10' to the waters edge of "Perdido River"; thence Easterly along the meanderings of said waters edge to Point "A" and the terminous of this description.

Also included the following easement:

Commencing at the S.E. corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said Lot 7 for 820.43'; thence North for 94.32'; thence South 86°51'00" West along the North R/W line of State Road #10 for 200.00' and Point of Beginning of a non-exclusive easement for ingress and egress; thence continue south 86°51'00" West for 60.00'; thence North 15°08'16" East for 120.00'; thence Southeasterly to the Point of Beginning.

Schedule B -- Part 1

File No: 096310

REQUIREMENTS

The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) necessary to create the estate or interest to be insured and other instruments which must be properly executed, delivered, and duly filed for record, and/or other matters which must be furnished to the company.
3. Secure and record Warranty Deed from Gregory S. English and Linda J. English, husband and wife to Escambia County, Florida.
4. Secure and Record Satisfaction of that certain mortgage from Gregory English and Linda J. English, husband and wife to A. L. Enfinger dated 11/30/06 recorded 12/01/06 in O.R. 6040 Page 1465 for \$200,000.00.
5. Require payment of taxes for 2010 \$1,934.99 by 11/30/2010.

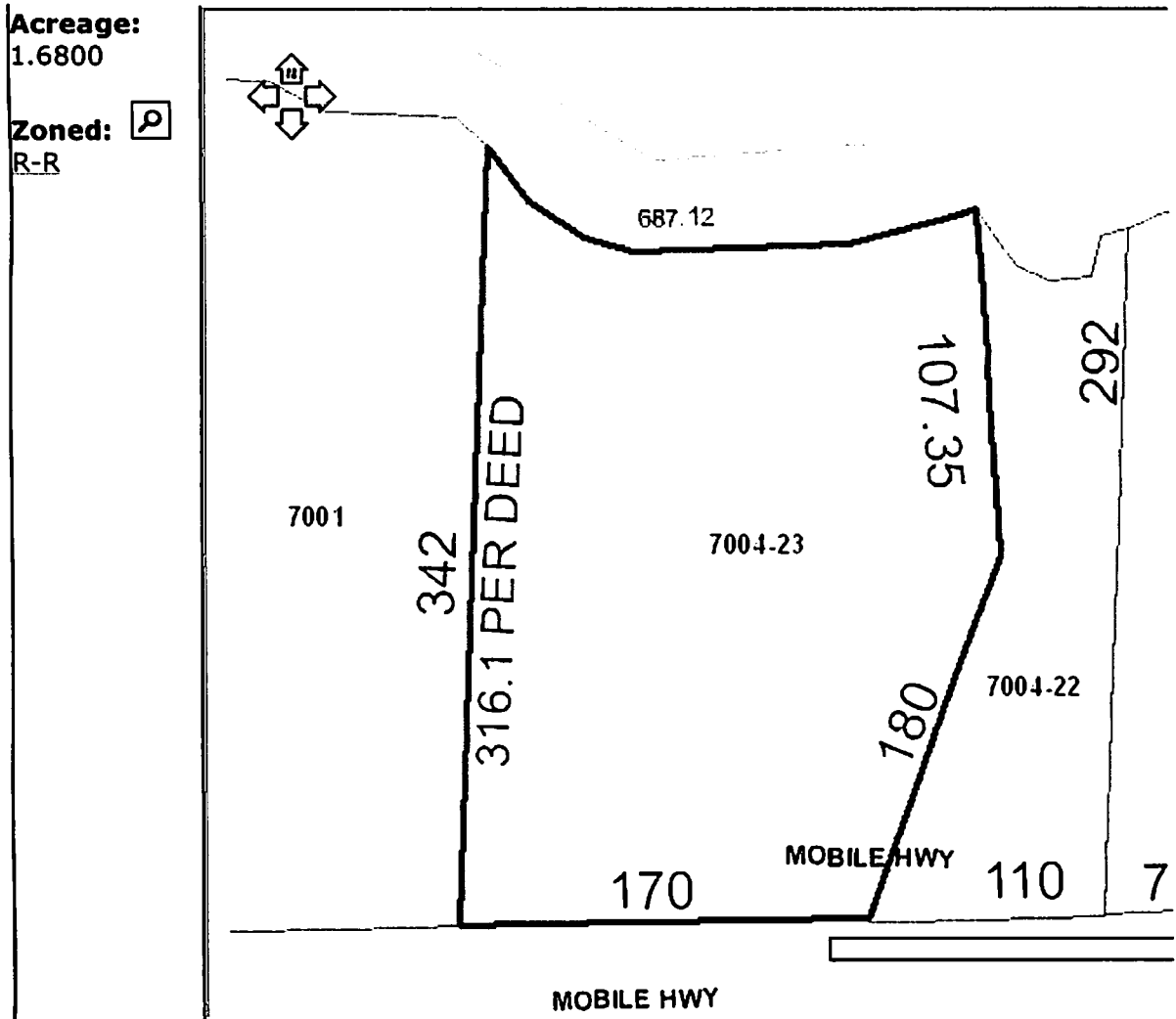
Schedule B -- Part II

File No: 096310

EXCEPTIONS

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights and claims of parties in possession.
4. Construction, Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or specific taxes and/or assessments required to be paid in the year 2011 and subsequent years. (Account #10-2455-000)
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith.



MOBILE HWY

Buildings

Building 1 - Address:11800-A MOBILE HWY, Year Built: 1979, Effective Year: 1990

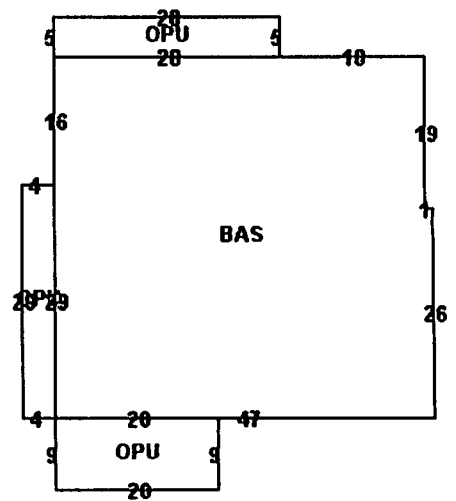
Structural Elements

- FOUNDATION-PILINGS**
- EXTERIOR WALL-VINYL SIDING**
- NO. PLUMBING FIXTURES-6.00**
- DWELLING UNITS-1.00**
- ROOF FRAMING-IRR. ROOF DESGN**
- ROOF COVER-COMPOSITION SHG**
- INTERIOR WALL-DRYWALL-PLASTER**
- FLOOR COVER-CARPET**
- NO. STORIES-1.00**
- FLOOR COVER-HARD TILE/BRICK**
- DECOR/MILLWORK-ABOVE AVERAGE**
- HEAT/AIR-CENTRAL H/AC**
- STRUCTURAL FRAME-WOOD FRAME**

Areas - 2532 Total SF

BASE AREA - 2096

OPEN PORCH UNF - 436



Images

Escambia County Tax Collector

generated on 11/16/2010 9:06:56 AM CST

Tax Record

Last Update: 11/16/2010 9:06:58 AM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
10-2455-000	REAL ESTATE	2010			
Mailing Address ENGLISH GREGORY & LINDA J 8828 KLONDIKE RD PENSACOLA FL 32526		Property Address 0 11800-A MOBILE HWY GEO Number 101S32-7004-000-023			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS	Millage Code 06	Escrow Code			
Legal Description (click for full description) 101S32-7004-000-023 0 11800-A MOBILE HWY BEG AT SE COR LT 7 W ALG S LI LT 7 820 43/100 FT N 94 32/100 FT S 86 DEG 51 MIN W ALG N R/W LI SR#10 260 FT FOR POB N 15 DEG 8 MIN E 180 FT N 8 DEG 33 MIN 49 SEC W 107 35/100 FT TO See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	124,674	0	\$124,674	\$869.66
PUBLIC SCHOOLS					
By Local Board	2.2290	124,674	0	\$124,674	\$277.90
By State Law	5.6310	124,674	0	\$124,674	\$702.04
SHERIFF	0.6650	124,674	0	\$124,674	\$85.40
WATER MANAGEMENT	0.0450	124,674	0	\$124,674	\$5.61
Total Millage		15.5655	Total Taxes		\$1,940.61
Non-Ad Valorem Assessments					
Code	Levyng Authority	Amount			
NFP	FIRE (CALL 595-4960)	\$75.00			
Total Assessments					\$75.00
Taxes & Assessments					\$2,015.61
If Paid By		Amount Due			
11/30/2010		\$1,934.99			
12/31/2010		\$1,955.14			
1/31/2011		\$1,975.30			
2/28/2011		\$1,995.45			

3/31/2011	\$2,015.61
4/30/2011	\$2,076.08

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

[Click Here To Pay Now](#)

Prepared by
Susan Sharp, an employee of
First American Title Insurance Company
2115 West Nine Mile Road, Suite 15
Pensacola, Florida 32534
(850)476-3990

Return to: Grantee

File No.: 2123-1389267

WARRANTY DEED

This indenture made on **November 30, 2006 A.D.**, by

A. L. Enfinger, a married man

whose address is: **6450 Pensacola Blvd., Pensacola, FL 32505**
hereinafter called the "grantor", to

Gregory English and Linda J. English, husband and wife

whose address is: **8828 Klondike Road, Pensacola, FL 32526**
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:

Commence at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said Lot 7 for 820.43 feet; thence North for 94.32 feet; thence South 86°51'00" West along the North right of way line of State Road #10 for 260.00 feet and Point of Beginning; thence North 15°08'00" East for 180.00 feet to an iron rod and cap; thence North 08°33'49" West for 107.35 feet to the waters edge of "Perdido River" and point hereafter designated Point "A"; thence from the beginning point run South 86°51'00" West for 170.00 feet to an iron rod and cap; thence North 03°09'00" West for 316.10 feet to the waters edge of "Perldo River"; thence Easterly along the meanderings of said waters edge to Point "A" and the terminous of this description.

Also included the following easement:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said Lot 7 for 820.43 feet; thence North 94.32 feet; thence South 86°51'00" West along the North right of way line of State Road #10 for 200.00 feet and Point of Beginning of a non-exclusive easement for ingress and egress; thence continue South 86°51'00" West for 60.00 feet; thence North 15°08'16" East for 120.00 feet; thence Southeasterly to the Point of Beginning.

Parcel Identification Number: **10-1S-32-7004-000-023**

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.

A.L. Enfinger by Peggy Hill
A. L. Enfinger
, by Peggy Hill, his Attorney In Fact

Signed, sealed and delivered in our presence:

Rachael Davis
Witness Signature

Print Name: Rachael Davis

S. Sharp
Witness Signature

Print Name: S. Sharp

State of FL

County of Escambia

The Foregoing Instrument Was Acknowledged before me on November 30, 2006, by Peggy Hill, Attorney in Fact for A. L. Enfinger, a married man who is personally known to me or who has/have produced a valid driver's license as identification.

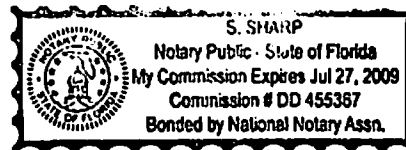


NOTARY PUBLIC

S.Sharp

Notary Print Name

My Commission Expires: _____



1389267

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: **Mobile Highway**

Legal Address of Property: **11800-A Mobile Highway, Cantonment, Florida 32526**

The County (_____) has accepted (State Highway) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company
2115 West Nine Mile Road, Suite 15
Pensacola, Florida 32534**

Signed, sealed and delivered in our presence:

Rachael Davis
Witness Signature

Print Name: Rachael Davis

S. Sharp
Witness Signature

Print Name: _____

A.L. Enfinger by Peggy Hill POA
A. L. Enfinger

Gregory English
Gregory English

Linda J. English
Linda J. English

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

NOV-15-2006 09:44

ESC CO ENVIRON HEALTH

8505956777

P.02/05

**ESCAMBIA COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1300 WEST GREGORY STREET
PENSACOLA, FL 32601**

November 15, 2008



A. L. Enfinger
c/o Rachal Davis
Team Sandy Blanton
4400 Bayou Boulevard, Suite 49-B
Pensacola, FL 32603

RE: Three Bedroom
Single Family Residence
11800-A Mobile Highway
Pensacola, FL 32526
Parcel ID No: 10-1S-32-7004000023

Dear Mr. Enfinger:

Environmental Health conducted an inspection of the Onsite Sewage Treatment and Disposal System (OSTDS) at the above referenced location November 14, 2008. Two Onsite Sewage Treatment and Disposal Systems (one septic tank and one pump tank) were located at the above referenced property. The condition(s) stated below outline the department's assessment of the OSTDS:

Status of Property:

The premise was vacant at the time of our inspection and no overflows were observed. Because there were no occupants living in the residence, no sewage flow was being generated; therefore, our ability to fully assess the functionality of the systems was limited.

Septic Tank Compartment:

The condition of the internal structure of the tank compartments could not be determined because the tanks were not opened for a visual inspection. However, a limited external inspection of each tank was conducted.

- It was found that the OSTDS tank compartment lid for the pump tank was broken. The lid will have to be reset and sealed watertight to prevent dirt and debris from entering the OSTDS tank compartment. We will not require that this issue be corrected prior to closing; however, the buyer or lending institution may require corrective action prior to closing.

Drainfield System:

The drainfield systems were probed and the soil adjacent to each drainfield was augured to assess the system's functionality.

- A sewage flow has not been generated for some time; therefore, the functionality of the systems could not be determined. No structural deficiencies were apparent at the time of our inspection.
- It was determined that the drainfield does not have the proper separation from the seasonal high water table based on Florida Administrative Code 64E-8. In the event a repair to the OSTDS is warranted in the future, the drainfield may need to be modified to meet the code requirements.

Two handwritten signatures are present at the bottom of the page. The signature on the left is a stylized, cursive signature. The signature on the right is a more legible cursive signature, possibly reading "A. L. Enfinger".

NOV-15-2006 09:44

ESC CO ENVIRON HEALTH

8505956777

P.03/05

Page 2 of 2
November 15, 2006
11800-A Mobile Highway

Conclusion:

- No action is required at this time. This letter does not imply that the systems will perform optimally for a specific period of time. However, with the data available at the time of the inspection, the systems were operating properly.

This inspection will be honored for a period of nine months. If we can be of further assistance, please do not hesitate to call us at (850) 595-6786.

Sincerely,



Phillip L. Davies
Environmental Supervisor I

PLD/fd/ccl
OSTDS # 06-1898
Fax to: Rachael, 479-1996, Susan, 476-6663

Prepared by
Susan Sharp, an employee of
First American Title Insurance Company
2115 West Nine Mile Road, Suite 15
Pensacola, Florida 32534
(850)476-3990

Return to: Mortgagee

MORTGAGE DEED

THIS MORTGAGE DEED, executed on **November 30, 2006**, by

Gregory English and Linda J. English, husband and wife

whose address is: **8828 Klondike Road, Pensacola, FL 32526**
hereinafter called the "Mortgagor", to

A. L. Enfinger

whose address is: **6450 Pensacola Boulevard, Pensacola, FL 32505**
hereinafter called the "Mortgagee":

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "Note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all that certain land of which the Mortgagor is now seized and in possession situate in Escambia County, Florida, viz:

Commence at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said Lot 7 for 820.43 feet; thence North for 94.32 feet; thence South 86°51'00" West along the North right of way line of State Road #10 for 260.00 feet and Point of Beginning; thence North 15°08'00" East for 180.00 feet to an iron rod and cap; thence North 08°33'49" West for 107.35 feet to the waters edge of "Perdido River" and point hereafter designated Point "A"; thence from the beginning point run South 86°51'00" West for 170.00 feet to an iron rod and cap; thence North 03°09'00" West for 316.10 feet to the waters edge of "Perdido River"; thence Easterly along the meanderings of said waters edge to Point "A" and the terminous of this description.

Also included the following easement:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said Lot 7 for 820.43 feet; thence North 94.32 feet; thence South 86°51'00" West along the North right of way line of State Road #10 for 200.00 feet and Point of Beginning of a non-exclusive easement for Ingress and egress; thence continue South 86°51'00" West for 60.00 feet; thence North 15°08'16" East for 120.00 feet; thence Southeasterly to the Point of Beginning.

To have and to hold, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the Mortgagee, in fee simple.

And the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor 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 and clear of all encumbrances, except taxes of the current year, and any prior mortgages and/or liens as stated elsewhere herein.

Provided always, that if said Mortgagor shall pay unto said Mortgagee all sums secured by the certain promissory note attached as Exhibit "A" hereto, and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage, then this mortgage and the estate hereby created shall cease, determine and be null and void.

And the Mortgagor hereby further covenants and agrees to pay, promptly when due, the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the Mortgagee, the policy or policies to be held by, and payable to, said Mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagor for any such surplus; to pay all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred and paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said note and this mortgage or either. In the event the Mortgagor fails to pay, when due, any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

Mortgagee may require, subject to applicable law, that Borrower/Mortgagor pay to Mortgagee on the day monthly payments are due under the note secured hereby, until said note is paid in full, a sum for (a) yearly taxes and assessments which may obtain priority over this security instrument; (b) hazard or property insurance; (c) flood insurance, and (d) for any other assessment or lien which may impair the lien or attain priority over this security instrument and the note secured hereby. These amounts shall be considered escrowed amounts. Waiver by Mortgagee to collect said escrowed amounts at any time shall

BK: 6040 PG: 1469 Last Page

Exhibit "A"
(ATTACH COPY OF NOTE)

MORTGAGE NOTE

\$ 200,000.00

November 30, 2006

FOR VALUE RECEIVED, the undersigned hereinafter Gregory English and Linda J. English, promise to pay to the order of A. L. Enfinger the principal sum of two hundred thousand and no/100 Dollars (\$200,000.00) with interest thereon at the rate of 8.000per centum per annum from date until maturity, said interest being payable as set forth below, both principal and interest being payable in lawful money of the United States of America at 6450 Pensacola Boulevard, Pensacola, FL 32505, or at such other address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

Payable in 180 consecutive monthly installments of 1911.30, including principal and interest commencing on January 1, 2007 and continuing on the First day of each month thereafter until the principal sum of \$ 200,000.00 and the interest accrued thereon has been paid. Said installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal hereof.

This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within 30 days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectable without notice, time being the essence to this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall, after maturity of this note of default, hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary Tax has been paid and proper stamps have been affixed to the Mortgage.

/s/
Gregory English

/s/
Linda J. English

Maker's Address:
8828 Klondike Road Pensacola, FL 32526

Commitment To Insure

ALTA Commitment - 1970 Rev.

CA



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A: upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

Delivered with and printed on this Commitment Jacket is the Closing Protection Letter promulgated under Rule 4-186.010, F.A.C.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

 President

Attest

 Secretary


Authorized Signatory

Closing Protection Letter

The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity (ies) set forth in the Letter and identified as a proposed insured in the commitment.

RE: Issuing Agent: Agent countersigning the attached commitment.

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you,
or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions

- A. Old Republic National Title Insurance Company will not be liable to you for loss arising out of:
 1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by Old Republic National Title Insurance Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply to your written closing instructions to deposit the funds in a bank which you designated by name.
 3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company.
 4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.
- B. When Old Republic National Title Insurance Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of Old Republic National Title Insurance Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any liability of Old Republic National Title Insurance Company for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.
- D. Claims of loss shall be made promptly to Old Republic National Title Insurance Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499. When the failure to give prompt notice shall prejudice Old Republic National Title Insurance Company then liability of Old Republic National Title Insurance Company, hereunder shall be reduced to the extent of such prejudice, Old Republic National Title Insurance Company shall not be liable hereunder unless notice of loss in writing is received by Old Republic National Title Insurance Company within ninety (90) days from the date of discovery of such loss.
- E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.
- F. The protection herein offered will be effective until cancelled by written notice from Old Republic National Title Insurance Company. Any previous Insured Closing Service Letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

SCHEDULE A

ELRC File No: 098310

1. Effective Date: 11/22/2010 at 8:00 A.M.
2. Policy or Policies to be issued: Amount:
 - (a) ALTA Owners Policy \$600,000.00
(10/17/92 with Florida Modifications)

Proposed Insured: Escambia County, Florida

- (b) ALTA Standard Loan Policy
(10/17/92 with Florida modifications)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a

Fee simple
(fee simple, leasehold, etc.)

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

Gregory S. English and Linda J. English, husband and wife by Warranty Deed in
O.R. 6007 Page 90.

5. The land referred to in this policy is situated in the County of Escambia, State of Florida, and is described as follows:

See Exhibit "A" attached hereto and made a part hereof

TA #10-1S-32-7001-000-000
Project: Perdido River at Mobile Highway

EXHIBIT A

Commencing at the Southeast corner of Lot Seven (7), Section Ten (10), Township One (1) South, Range Thirty Two (32) West, thence West along the South line of said Lot 7 a distance of 820.43 feet; thence North 3 deg 09' West a distance of 94.32 feet to the North right-of-way line of State Road No. 10; thence South 86 deg 51' West along State Road No. 10 a distance of 450 feet for the Point of beginning of this description; thence continue South 86 deg 51' West a distance of 150 feet; thence North 3 deg 09' West a distance of 354 feet to the Perdido River; thence Easterly along said River 150 feet, more or less, to a line that is North 3 deg 09' West from the point of beginning; thence South 3 deg 09' East a distance of 342 feet to the point of beginning, less the South 30 feet for road right of way. This property is described according to an unrecorded survey made by J.W. Cook, Registered Land Surveyor, dated May 22, 1961.

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida, thence West along the South line of said Lot a distance of 820.43 feet, thence North 94.32 feet to the North right-of-way line of State Road 10, thence South 89 deg 51' West along said right-of-way line 600 feet to the point of beginning, thence continue South 89 deg 51' West a distance of 75 feet, thence North 3 deg 09' West a distance of 336 feet more or less to Perdido River, thence Easterly along said river to a point North 3 deg 9' West a distance of 354 feet more or less from point of beginning, thence South 3 deg 9' East a distance of 354 feet to point of beginning, being Lot 26 of an unrecorded subdivision known as Hudson Subdivision.

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said lot a distance of 820.43 feet; thence North 94.32 feet to the North right of way line of State Road 10; thence South 89 degrees 51 minutes West along said right of way line 675 feet to point of beginning; thence continue South 89 degrees 51 minutes West a distance of 75 feet, thence North 3 deg 09' West a distance of 262 feet to Perdido River; thence Easterly along said river to a point North 3 degrees 09 minutes West a distance of 336 feet, more or less from point of beginning; thence South 3 degrees 09 minutes East a distance of 336 feet to point of beginning. Being Lot 27 of an unrecorded subdivision.

The Westerly 20 feet of the following described property:

Commence at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, thence West along South line of said Lot 7 a distance of 820.43 feet; thence North a distance of 94.32'; thence South 86 deg 51' West along State Road No. 10 a distance of 150 feet to the Point of Beginning of this description; thence continue South 86 deg 51' West a distance of 300 feet; thence North 3 deg 09' West a distance of 342 feet to Perdido River; thence Easterly along said river to a line that is North 3 deg 09' West from the Point of Beginning; thence South 3 deg 09' East a distance of 292 feet to the Point of Beginning, all lying and being in

Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

RECORDED AS RECEIVED

Schedule B -- Part 1

File No: 098310

REQUIREMENTS

The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) necessary to create the estate or interest to be insured and other instruments which must be properly executed, delivered, and duly filed for record, and/or other matters which must be furnished to the company.
3. Secure and record Warranty Deed from Gregory S. English and Kinda J. English, husband and wife to Escambia County, Florida.
4. Secure and Record Satisfaction of that certain mortgage from Gregory S. English and Linda J. English, husband and wife to First Gulf Bank, N.A. dated 04/27/07 recorded 05/07/07 in O.R. 6139 Page 1613 for \$350,000.00 as assigned to RBC Bank in O.R. 6370 Page 1480.
5. Secure and Record Satisfaction of that certain mortgage from Hazel M. Nicholson and Elsie L. Landers, joint tenants with full right of survivorship, both single women to William W. Boesch dated 02/03/04 recorded 03/02/04 in O.R. 5354 Page 1858 for \$150,000.00.
6. Require payment of taxes for 2010; \$4,310.90 by 11/30/2010.

ORT FORM 3499

Commitment

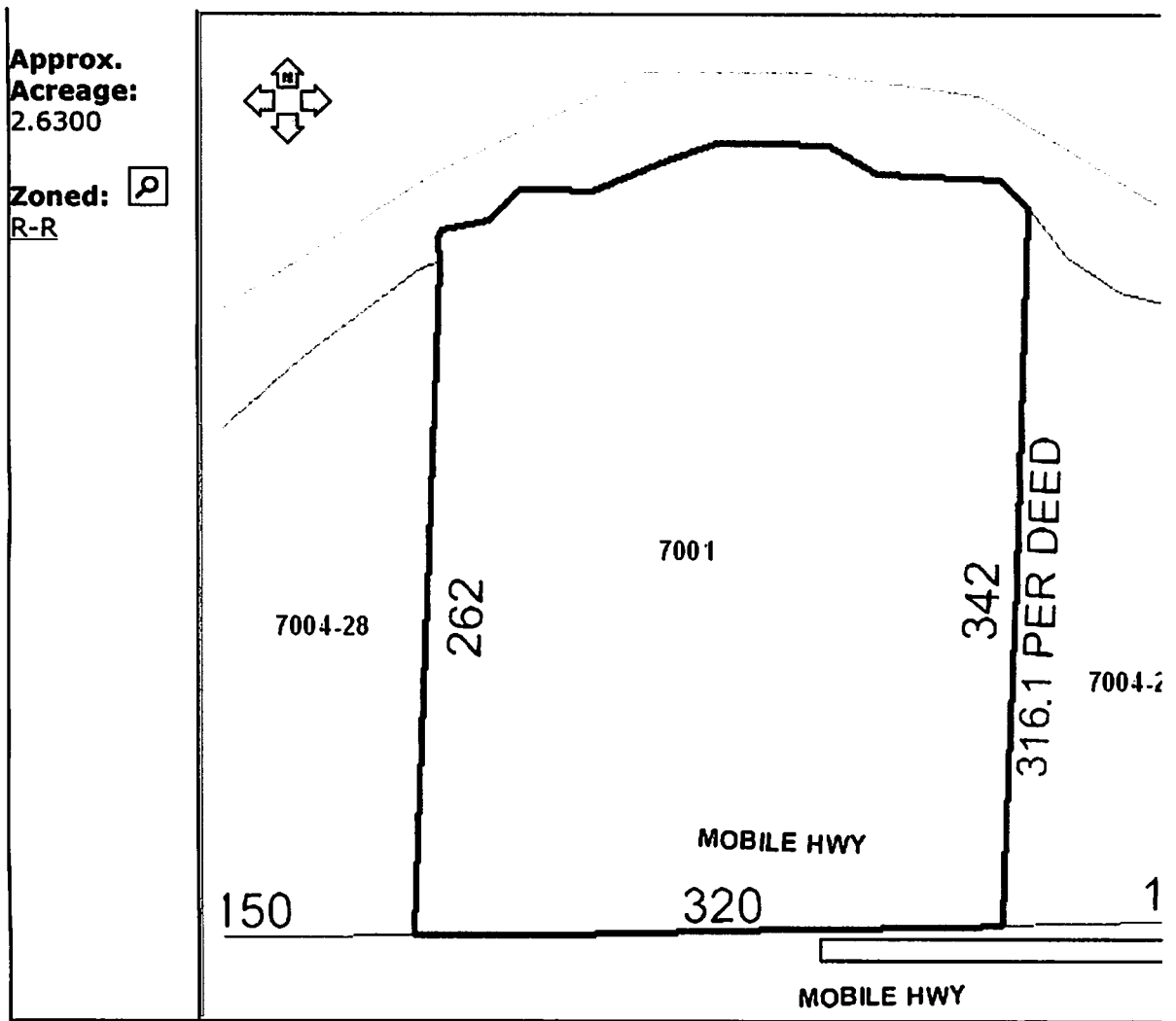
Schedule B -- Part II

File No: 098310

EXCEPTIONS

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights and claims of parties in possession.
4. Construction, Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or specific taxes and/or assessments required to be paid in the year 2011 and subsequent years. (Account #10-2449-500)
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith.



Buildings

Building 1 - Address:11860 MOBILE HWY, Year Built: 1973, Effective Year: 1985

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-BRICK-FACE
NO. PLUMBING FIXTURES-5.00
DWELLING UNITS-1.00
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-CARPET
NO. STORIES-2.00
DECOR/MILLWORK-ABOVE AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

Areas - 5930 Total SF

BASE AREA - 1260
BASE SEMI FIN - 980
GARAGE FIN - 840

Escambia County Tax Collector

generated on 11/16/2010 9:14:02 AM CST

Tax Record

Last Update: 11/16/2010 9:14:08 AM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number		Tax Type		Tax Year	
10-2449-500		REAL ESTATE		2010	
Mailing Address			Property Address		
ENGLISH GREGORY S & LINDA J 8828 KLONDIKE RD PENSACOLA FL 32526			11860 MOBILE HWY GEO Number 101S32-7001-000-000		
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		06			
Legal Description (click for full description)					
101S32-7001-000-000 11860 MOBILE HWY BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 94 32/100 FT TO N R/W LI OF STATE RD 10 S 89 DEG 51 MIN W ALG R/W LI 675 FT FOR POB S 89 DEG 51 MIN W 75 FT N See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	284,277	0	\$284,277	\$1,982.97
PUBLIC SCHOOLS					
By Local Board	2.2290	284,277	0	\$284,277	\$633.65
By State Law	5.6310	284,277	0	\$284,277	\$1,600.76
SHERIFF	0.6650	284,277	0	\$284,277	\$194.73
WATER MANAGEMENT	0.0450	284,277	0	\$284,277	\$12.79
Total Millage		15.5655	Total Taxes		\$4,424.90
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
NFP	FIRE (CALL 595-4960)				\$75.00
Total Assessments					\$75.00
Taxes & Assessments					\$4,499.90
If Paid By				Amount Due	
11/30/2010				\$4,319.90	
12/31/2010				\$4,364.90	
1/31/2011				\$4,409.90	
2/28/2011				\$4,454.90	

3/31/2011	\$4,499.90
4/30/2011	\$4,634.90

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

[Click Here To Pay Now](#)

1850
2800.00

Prepared By: Gerald L. Brown
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32501
File Number: MI412-113791/kg
Parcel ID #: 10-1S-32-7001-000-000

**WARRANTY DEED
(CORPORATE)**

This WARRANTY DEED, dated October 6, 2006, by MLC, LLC, whose post office address is: P.O. Box 99, Gulf Breeze, FL 32561, hereinafter called the GRANTOR, to Gregory S. English and Linda J. English, husband and wife, whose post office address is: 8828 Klondike Rd., Pensacola, FL 32526 hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all 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:

See Attached Exhibit "A"

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2006 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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 except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

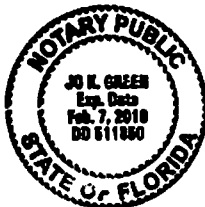
Signature: [Handwritten Signature]
Print Name: Mark Lyons, III
Signature: [Handwritten Signature]
Print Name: Jack Green

MLC, LLC, an Alabama limited liability company
By: [Handwritten Signature]
Mark Lyons, III, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to, subscribed and acknowledged before me this October 5, 2006, by Mark Lyons, III, Manager of MLC, LLC, who is personally known to me.

(SEAL)



[Handwritten Signature]
Notary Public
My Commission Expires: Feb 7, 2010

EXHIBIT A

Commencing at the Southeast corner of Lot Seven (7), Section Ten (10), Township One (1) South, Range Thirty Two (32) West, thence West along the South line of said Lot 7 a distance of 820.43 feet; thence North 3 deg 09' West a distance of 94.32 feet to the North right-of-way line of State Road No. 10; thence South 86 deg 51' West along State Road No. 10 a distance of 450 feet for the Point of beginning of this description; thence continue South 86 deg 51' West a distance of 150 feet; thence North 3 deg 09' West a distance of 354 feet to the Perdido River; thence Easterly along said River 150 feet, more or less, to a line that is North 3 deg 09' West from the point of beginning; thence South 3 deg 09' East a distance of 342 feet to the point of beginning, less the South 30 feet for road right of way. This property is described according to an unrecorded survey made by J.W. Cook, Registered Land Surveyor, dated May 22, 1961.

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida, thence West along the South line of said Lot a distance of 820.43 feet, thence North 94.32 feet to the North right-of-way line of State Road 10, thence South 89 deg 51' West along said right-of-way line 600 feet to the point of beginning, thence continue South 89 deg 51' West a distance of 75 feet, thence North 3 deg 09' West a distance of 336 feet more or less to Perdido River, thence Easterly along said river to a point North 3 deg 9' West a distance of 354 feet more or less from point of beginning, thence South 3 deg 9' East a distance of 354 feet to point of beginning, being Lot 26 of an unrecorded subdivision known as Hudson Subdivision.

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida; thence West along the South line of said lot a distance of 820.43 feet; thence North 94.32 feet to the North right of way line of State Road 10; thence South 89 degrees 51 minutes West along said right of way line 675 feet to point of beginning; thence continue South 89 degrees 51 minutes West a distance of 75 feet, thence North 3 deg 09' West a distance of 262 feet to Perdido River; thence Easterly along said river to a point North 3 degrees 09 minutes West a distance of 336 feet, more or less from point of beginning; thence South 3 degrees 09 minutes East a distance of 336 feet to point of beginning. Being Lot 27 of an unrecorded subdivision.

The Westerly 20 feet of the following described property:
Commence at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West, thence West along South line of said Lot 7 a distance of 820.43 feet; thence North a distance of 94.32; thence South 86 deg 51' West along State Road No. 10 a distance of 150 feet to the Point of Beginning of this description; thence continue South 86 deg 51' West a distance of 300 feet; thence North 3 deg 09' West a distance of 342 feet to Perdido River; thence Easterly along said river to a line that is North 3 deg 09' West from the Point of Beginning; thence South 3 deg 09' East a distance of 292 feet to the Point of Beginning, all lying and being in

Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

RECORDED AS RECEIVED

WHEN RECORDED MAIL TO:

First Gulf Bank, N.A.
Milestone Branch
2122 West Nine Mile Road
Pensacola, FL 32524

SEND TAX NOTICES TO:

Gregory S. English
Linda J. English
8828 Klondike Rd
Pensacola, FL 32502

This Mortgage prepared by:

Name: Tonya A. Johnson, Loan Processor
Company: First Gulf Bank, N.A.
Address: 2122 West Nine Mile Road, Pensacola, FL 32524

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$350,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated April 27, 2007, is made and executed between Gregory S. English and Linda J. English; Husband and Wife (referred to below as "Grantor") and First Gulf Bank, N.A., whose address is 2122 West Nine Mile Road, Pensacola, FL 32524 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

See See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 11860 Mobile Highway, Pensacola, FL 32526.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$350,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe

EXHIBIT A

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Section 10, Township 1 South, Range 32 West, Escambia County, Florida.

Prepared By And
When Recorded Mail To:

E. Bardin Simmons, Jr.
Poyner & Spruill LLP
3600 Glenwood Avenue
Raleigh, North Carolina 27612

(Space above this line for Recorder's use)

ASSIGNMENT OF MORTGAGE

FIRST GULF BANK, N.A. ("Seller"), having an address of 2200 Airport Boulevard, Pensacola, Florida 32504, the holder of the mortgage dated April 27, 2007 from GREGORY S. ENGLISH and LINDA J. ENGLISH in favor of Seller recorded in the Escambia County Clerk's Office, State of Florida in Book 6139, Page 1613 (together with any amendments, renewals, extensions, or modifications thereto, the "Mortgage") hereby assigns the Mortgage, and the notes and claims secured thereby, to RBC BANK (USA) ("Buyer") with an address of c/o Lending Service Center, Post Office Box 1220, Rocky Mount, North Carolina 27802. This assignment is made without recourse, representations or warranties of any kind.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Seller has duly executed this Assignment as of August 13, 2008, effective as of June 20, 2008.

Witness:

FIRST GULF BANK, N.A.

Tarin M. Clark

Print Name: Tarin M. Clark

Christine L. Hood

Print Name: Christine L. Hood

By:

E. Bardin Simmons, Jr.

Name: E. Bardin Simmons, Jr.

Title: Attorney in fact under limited power of attorney, as recorded in the Clerk's Office

Notary Acknowledgment

STATE OF NORTH CAROLINA

COUNTY OF WAKE

The foregoing instrument was acknowledged before me this 13th day of August, 2008 by E. Bardin Simmons, Jr., the attorney in fact under limited power of attorney, as recorded in the Clerk's Office, of First Gulf Bank, N.A, a national banking association, on behalf of the national banking association. He/she is personally known to me or produced _____ as identification.

Christine L. Hood

Christine L. Hood

Print Name

Notary Public, State and County aforesaid

Commission Expires: 4/18/09

CHRISTINE L. HOOD
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 4-18-2009.

300 302 2850

Prepared By: Melissa Lafreniere
Wilson, Harrell, Smith, Farrington and Ford, P.A.
307 S. Palafox Street, Pensacola, FL
Incidental to the issuance of a title insurance policy.
File Number: 1-37199

OR BK 5354 PG 1858
Escambia County, Florida
INSTRUMENT 2004-211603

MTS DOC STAMPS PD @ ESC CO \$ 525.00
03/02/04 ERNIE LEE WAGNER, CLERK

INTANGIBLE TAX PD @ ESC CO \$ 300.00
03/02/04 ERNIE LEE WAGNER, CLERK

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$150,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE DEED (INDIVIDUAL BALLOON)

This MORTGAGE DEED executed, on 2/23/2004 by Hazel M. Nicholson and Elsie L. Landers, joint tenants with full rights of survivorship, both single women whose post office address is: 11860 Mobile Highway Pensacola FL 32526 hereinafter called the MORTGAGOR, to William W. Boesch whose post office address is: 9030 Woodrun Road, Pensacola, FL 32514 hereinafter called the MORTGAGEE:

(Wherever used herein the terms "MORTGAGOR" and "MORTGAGEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "NOTE" includes all the notes herein described if more than one.) WITNESSETH, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the MORTGAGOR hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the MORTGAGEE all the certain land of which the MORTGAGOR is now seized and in possession situate in Escambia County, Florida, viz:

Commencing at the Southeast corner of Lot Seven (7), Section Ten (10), Township One (1) South, Range Thirty Two (32) West, thence West along the South line of said Lot 7 a distance of 820.43 feet; thence North 3 deg 09' West a distance of 94.32 feet to the North right-of-way line of State Road No. 10; thence South 86 deg 51' West along State Road No. 10 a distance of 450 feet for the Point of beginning of this description; thence continue South 86 deg 51' West a distance of 150 feet; thence North 3 deg 09' West a distance of 354 feet to the Perdido River; thence Easterly along said River 150 feet, more or less, to a line that is North 3 deg 09' West from the point of beginning; thence South 3 deg 09' East a distance of 342 feet to the point of beginning, less the South 30 feet for road right of way. This property is described according to an unrecorded survey made by J.W. Cook, Registered Land Surveyor, dated May 22, 1961.

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**ALSO KNOWN AS 11860 MOBILE HIGHWAY, PENSACOLA, FL 32526
SUBJECT PROPERTY IS NOT THE HOMESTEAD OF THE MORTGAGORS.**

TO HAVE AND TO HOLD, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the MORTGAGEE, in fee simple.

**MORTGAGE NOTE
(INDIVIDUAL)**

FOR VALUE RECEIVED, the undersigned, hereinafter "Maker",
(jointly and severally, if more than one) promises to pay to

William W. Boesch

hereinafter "Holder" or "Payee", or order, in the manner hereinafter specified,
the principal sum of

*****One Hundred Fifty Thousand and no/100*****

\$150,000.00 with interest from date at the rate of 13.9 percent per annum on the balance from time to time remaining
unpaid. The said principal and interest shall be payable in lawful money of the United States of America at:
9030 Woodrun Road, Pensacola, FL 32514

or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the
manner following:

**59 payments of \$1,737.50, interest only, with the final balloon payment of \$150,000.00,
together with accrued interest, if any, due on or before 2/23/2009. Late charges shall accrue at
the rate of 10% per month, for any payment not received before 5 days late.**

THIS NOTE with interest is secured by a mortgage on real estate, of even date herewith, made by the Maker hereof in favor
of the said Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of said
mortgage are by this reference made a part hereof.

IF DEFAULT be made in the payment of any of the sums or interest mentioned herein or in said mortgage or in the
performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued
interest shall at the option of the Holder hereof become at once due and collectible without notice, time being of the essence;
and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable
under the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the
event of any subsequent default.

EACH PERSON liable herein whether Maker or Endorser, hereby waives presentment, protest, notice, notice of protest and
notice of dishonor and agrees to pay all costs including a reasonable attorney's fee, whether suit be brought or not, if after
maturity of this note or default hereunder or under said mortgage, counsel shall be employed to collect this note or to protect
the security of said mortgage.

WHENEVER used herein the terms "Holder", "Maker" and "Payee" shall be construed in the singular or plural as the
context may require or admit.

Maker's address:

Signature: Hazel M. Nicholson
Hazel M. Nicholson

Signature: Elsie L. Landers
Elsie L. Landers

Signature: _____

Signature: _____

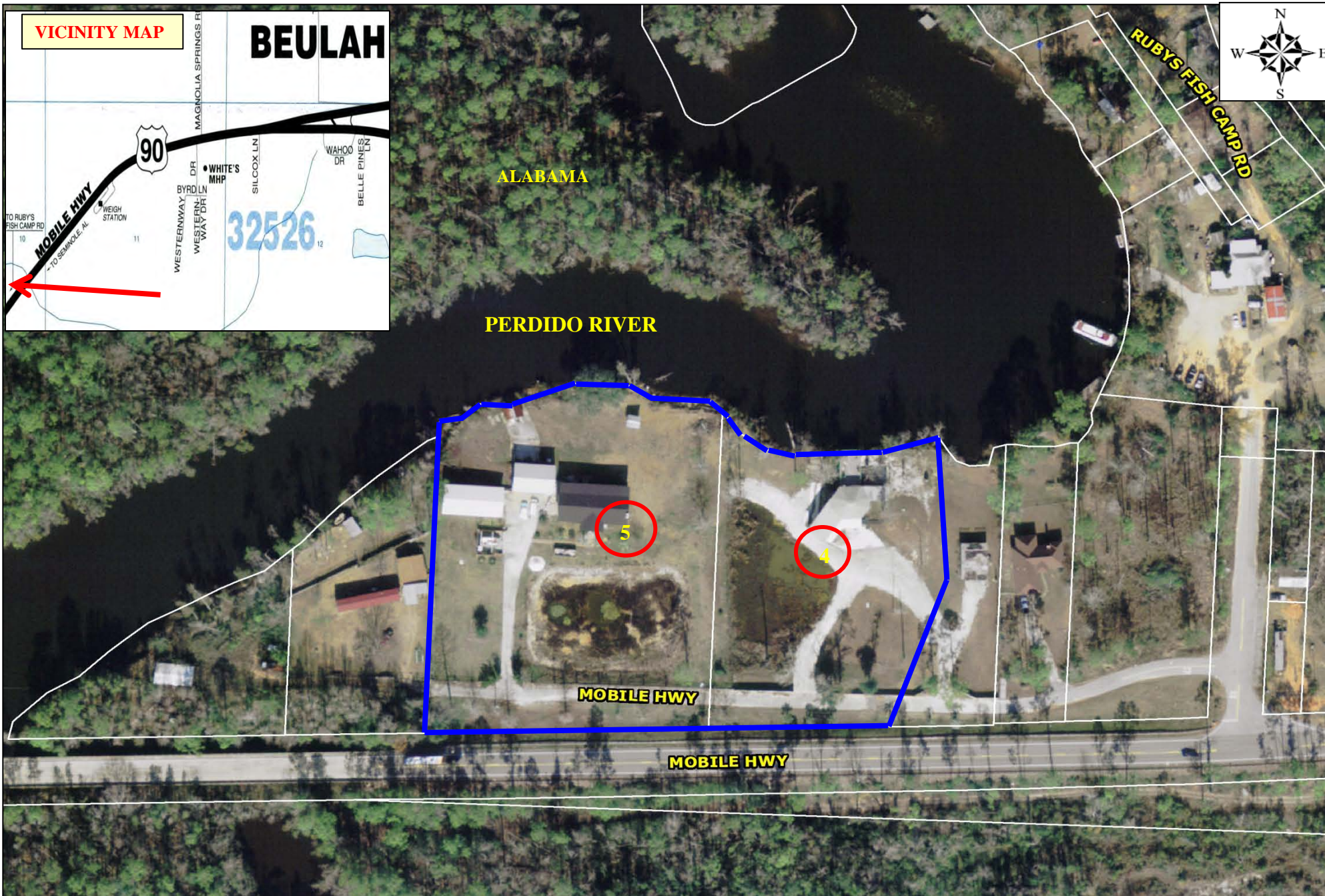
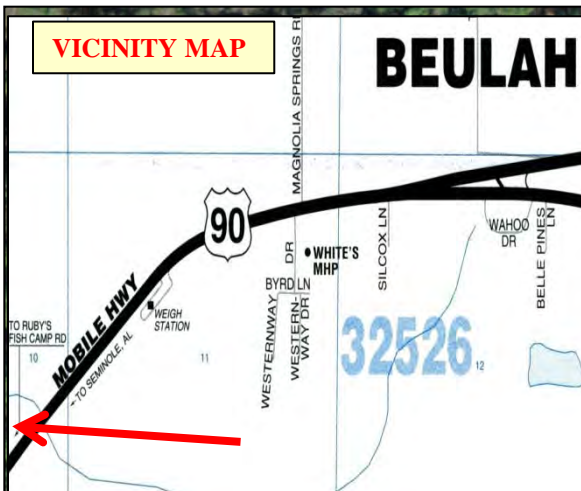
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401



Commitment to Insure

Issued through the Office of:

PROPOSED ENGLISH PROPERTY ACQUISITION / PERDIDO RIVER @ MOBILE HIGHWAY



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT
LWG 01/27/10 DISTRICT 1

PARCEL # 4: GREGORY & LINDA J. ENGLISH / 10-1S-32-7004-000-023 / 1.68 ACRES

PARCEL # 5: GREGORY & LINDA J. ENGLISH / 10-1S-32-7001-000-000 / 2.63 ACRES



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 10.

County Administrator's Report

Date: 03/03/2011
Issue: Change Order - Aero Training & Rental, Inc.
From: Keith Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order for Aero Training & Rental, Inc., for Landfill Mining, Perdido Landfill - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order:

Bureau:	Community & Environment	
Division:	Solid Waste Management	
Type:	Addition	
Amount:	\$900,000	
Vendor:	Aero Training & Rental, Inc.	
Project Name:	Landfill Mining, Perdido Landfill	
PO#	291660	
CO#	2	
Original Award Amount:		\$4,623,981.97
Original P.O. Amount:		2,200,000.00
Cumulative Amount of Change Orders thru CO #2		900,000.00
New P.O. Amount		\$3,100,000.00

[Funding: Fund 401, Solid Waste Enterprise Fund, Cost Center 220605, Object Code 56301]

BACKGROUND:

On August 6, 2009, the Board of County Commissioners awarded an Indefinite Quantity, Indefinite Delivery, Unit Price Contract to Aero Training & Rental, Inc., PD 08-09.052, Landfill Mining, Perdido Landfill, for a total amount of \$4,623,981.97. The Original P.O. was not opened for the total amount approved, but instead was opened in the amount of \$2,200,000.00, in September, 2009. The remaining award amount was not encumbered during the 2009 Fiscal Year and the first Change Order to provide new scheduled value, with reductions and two additions, required no change in budget. However, the contract was not placed on the Continuing Contract List for the next fiscal year. This Change Order request does not increase the award amount but instead adds an additional \$900,000.00 to the existing Purchase Order to allow for the continuance of necessary landfill mining.

BUDGETARY IMPACT:

Funds are available in Fund 401 Solid Waste Enterprise Fund; Cost Center 220605; Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Community & Environment Bureau/Solid Waste Management Division will prepare the necessary Change Order Request to be submitted to the Management and Budget Services Bureau/Purchasing Division, and has coordinated the same with Clerk Finance.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 11.

County Administrator's Report

Date: 03/03/2011
Issue: Acquisition of Easements in the Olive Road/University Parkway Area, and Acceptance of Funds for Pipe Material Costs from Olive Baptist Church, Inc.
From: Joy D. Blackmon, P. E., Bureau Chief
Organization: Public Works-Infrastructure Branch
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Easements in the Olive Road/University Parkway Area and Acceptance of Funds for Pipe Material Costs from Olive Baptist Church, Inc. - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the acquisition of Easements, by donation, in the Olive Road/ University Parkway area and acceptance of funds for pipe material costs from Olive Baptist Church, Inc.:

- A. Authorize staff to negotiate and resolve any matters related to or associated with the acquisition of property, by donation, for drainage Easements in the Olive Road/University Parkway area, to gather information, and to conduct inspections as needed to allow the Board's acceptance of the real property;
- B. Authorize the payment of documentary stamps because the property is being acquired for governmental use, which is for Easements, and the County benefits from these acquisitions because they facilitate the installation of stormwater drainage improvements, resulting in a more efficient stormwater drainage system and the enhancement of the quality of life for the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the acquisition of these properties, including but not limited to a title search and recording of documents;
- D. Authorize the acceptance of funds from Olive Baptist Church, Inc., in the amount of \$13,437.50, for the cost of the pipe material;
- E. Authorize staff to proceed with the project upon receipt of funds and the required Easement; and

F. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Easements as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal review and sign-off.

The area lying northwest of Olive Road and University Parkway has a history of stormwater drainage issues. Olive Baptist Church, Inc., plans to implement site improvements and is working with the County to minimize future impact to the drainage system in the area. The County has identified an area of need for a drainage Easement along the northern boundary of a portion of the Olive Baptist Church, Inc., property. Olive Baptist Church, Inc., has agreed to convey an Easement to the County and provide \$13,437.50 for the pipe material. [Funding Source: Fund 181, "Master Drainage Basin VII", Account 210725/56301]

BACKGROUND:

The area lying northwest of Olive Road and University Parkway has a history of stormwater drainage issues. Olive Baptist Church, Inc., plans to implement site improvements and is working with the County to minimize future impact to the drainage system in the area. The County has identified an area of need for a drainage easement along the northern boundary of a portion of the Olive Baptist Church property. Olive Baptist Church has agreed to convey an easement to the County and provide \$13,437.50 for the pipe material.

Staff has reviewed this proposal and has no objection to the acceptance of the easement or the funds. Board approval is required to authorize the acceptance of the easement and the funds.

BUDGETARY IMPACT:

Funds for this project are available in Fund 181 "Master Drainage Basin VII", Account 210725/56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Easement forms to be used in the acquisition process have been previously approved by the County Attorney's Office.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval to begin the acquisition process, County Staff will proceed in compliance with Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

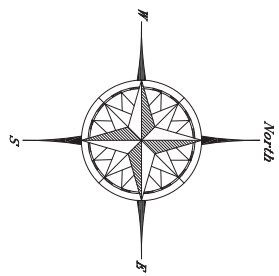
Upon Board approval, staff will proceed with the acquisition associated with this project.

Attachments

legal & sketch

Map

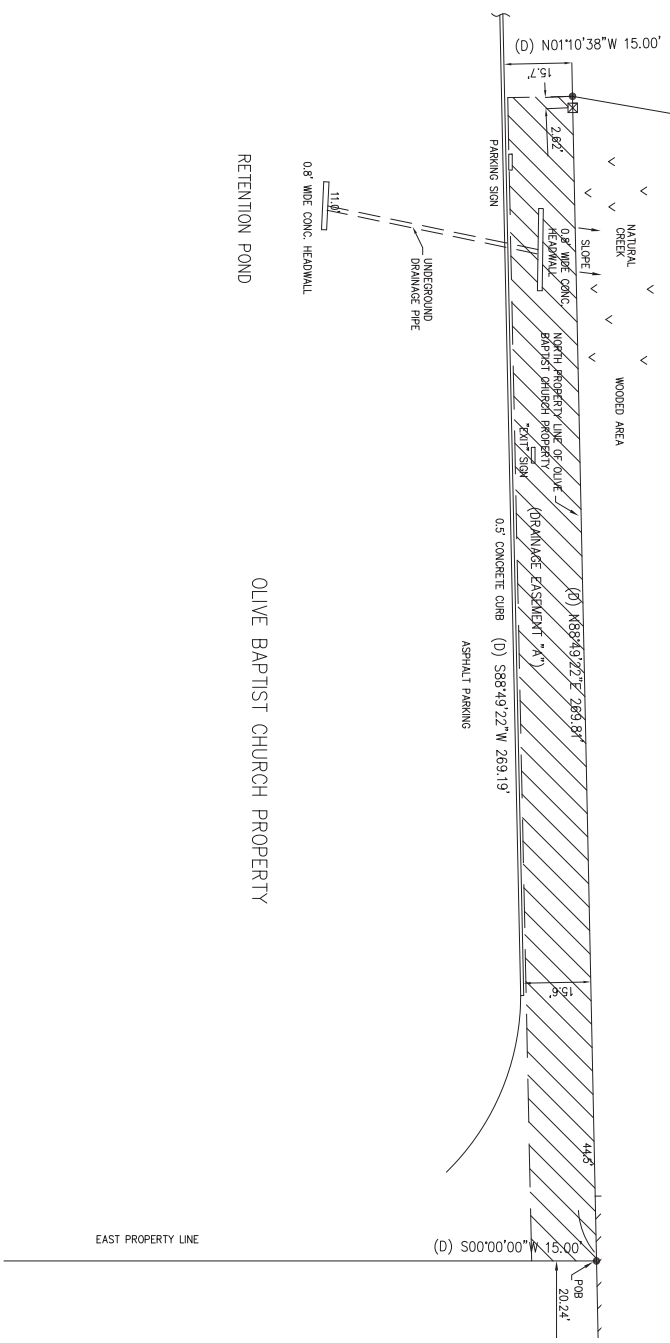
EXHIBIT "A"



NORTH BPP EAST LINE OF GOVERNMENT LOT 3
AS 100'00"00" W 128' 1/2" S 140'00"00" E

LEGAL AND SKETCH ONLY, NOT A SURVEY

PARCEL ID: 18-15-30-3103-000-002
OWNER: ORTEGA, TEODORO K.
O.R. BOOK 1854 PG 102
O.R. BOOK 1858 PG 919



RETENTION POND

OLIVE BAPTIST CHURCH PROPERTY

LEGAL DESCRIPTION: (DRAINAGE EASEMENT "A")
BEGINNING AT A CAPPED IRON ROD NO. LB 6112, ALSO BEING THE NORTHWEST CORNER OF THE PARCEL RECORDED IN O.R. BOOK 2956 PAGE 123 AND O.R. BOOK 2947 PAGE 137 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTH LINE OF A PARCEL RECORDED IN O.R. BOOK 1854 PAGE 102 AND O.R. BOOK 1858 PAGE 919 OF SAID PUBLIC RECORDS, ALSO BEING A NORTHEAST CORNER OF OLIVE BAPTIST CHURCH PROPERTY, THENCE SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID CHURCH PROPERTY A DISTANCE OF 15.00 FEET; THENCE S88°49'22" WEST A DISTANCE OF 289.19 FEET; THENCE NORTH 01°10'38" WEST A DISTANCE OF 15.00 FEET TO A CAPPED IRON ROD NO. LB 6112, ALSO BEING THE NORTHWEST CORNER OF A PARCEL RECORDED IN O.R. BOOK 1854 PAGE 102 AND O.R. BOOK 1858 PAGE 919 OF SAID PUBLIC RECORDS; THENCE NORTH 88°49'22" EAST ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 289.81 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS.

PROPOSED EASEMENT ACQUISITION / OLIVE BAPTIST CHURCH, INC.



ESCAMBIA COUNTY
PUBLIC WORKS BUREAU
LWG 02/10/11 DISTRICT 5

-  OLIVE BAPTIST CHURCH, INC. PROPERTY
-  APPROXIMATE LOCATION OF EASEMENT



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 12.

County Administrator's Report

Date: 03/03/2011
Issue: Pensacola Transfer Station
From: Keith Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Operation of the Pensacola Transfer Station - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action concerning the Pensacola Transfer Station:

- A. Authorize the County Administrator to approve the Escambia County Solid Waste Management Division to continue to operate the Pensacola Transfer Station upon culmination of the Legal Settlement Agreement between Allied Waste Services of North America, LLC, and Escambia County, effective April 15, 2011;
- B. Reject all bids received on February 8, 2011, for PD 10-11.012, Palafox Street Transfer Station Operations; and
- C. Authorize the County to Piggyback off the National Joint Powers Alliance (NJPA) Contract, IFB# 092409, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Award approval and threshold authority, for the purpose of awarding a Purchase Order to Thompson Tractor Company, Inc., for the acquisition of one Caterpillar 966H Wheel Loader, in the total amount of \$391,814.15, for Solid Waste Management.

[Fund 401, Solid Waste Enterprise, Cost Center 220612, Object Code (Multiple)]
[Fund 401, Solid Waste Enterprise, Cost Center 220612, Object Code 56401 - \$391,814.15]

BACKGROUND:

According to the terms of the Legal Settlement Agreement between Allied Waste Services of North America, LLC and Escambia County, the existing agreement will terminate on April 15, 2011 and Escambia County will be responsible for the day-to-day operation of the Pensacola Transfer Station. It was the County's choice to solicit bids to provide an operator for the facility. However, once bids were received, it was immediately apparent that the acceptance of the lowest bid received, given the scope of work necessary, could not be supported in the present budget. A cost analysis was then conducted, wherewith it was determined that with existing staff and the purchase of a front loader for the purpose of processing waste deposited at the facility, Solid Waste Management could perform the same scope of work more economically; thus, not exceeding the allotted budget.

BUDGETARY IMPACT:

The Office of Management and Budget has reviewed the recommendation and based upon the low cost bid, agrees that it is more economical for Solid Waste Management to operate the Transfer Station.

Funding for the operation of the Transfer Station will be allotted in Fund 401 Solid Waste Enterprise, Cost Center 220612, Object Code (Multiple).

Funding for the purchase of the Caterpillar 966H Wheel Loader is available in Fund 401 Solid Waste Enterprise, Cost Center 220612, Object Code 56401, (\$391,814.15).

LEGAL CONSIDERATIONS/SIGN-OFF:

The Legal Settlement Agreement will terminate on April 15, 2011.

PERSONNEL:

On February 17, 2011, the Board approved the reallocation of 2 positions in order to accomodate for the necessary staff in the Transfer Station Weigh Station.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with the Escambia County Code of Ordinances, 1999, Chapter 46, Finance, Article II, Section 46-44 Application; Exemptions and Section 46-64 Award approval and threshold authority. Board approval is required for expenditures over \$50,000.

IMPLEMENTATION/COORDINATION:

This recommendation has been coordinated with the Office of Management and Budget/Purchasing Division.

Attachments

Transfer Station Cost Analysis

Purchase Request 966H Wheel Loader

Palafox Transfer Station Cost Analysis - Annual Costs

Item	Bidder 1	Bidder 2	Bidder 3	Solid Waste
Operation of Transfer Station (no CCC)	N/A	531,000.00	606,840.00	358,300.00
*	900,000.00			
TOTAL BID PORTION OPTION 1:				
TOTAL COST for Op of Transfer Station:	N/A	\$531,000.00	\$606,840.00	\$358,300.00

* Note: Bidder 1 did not bid for operation without CCC

Solid Waste Estimated Expenses - TIP floor	Cost Savings by Ops In-House		
3 full-time Equipment Operators	139,000.00	Low Bid	531,000.00
Contingency for Overtime	10,000.00	Cost In-House	358,300.00
Purchase of Equipment ((\$590k amortized over 5 years)	118,000.00	% Savings	33%
Fuel & Maintenance of Equipment	29,700.00		
Routine Scale Maintenance	40,000.00		
Allocation of Personnel Costs	21,600.00		
Estimated Total:	\$358,300.00		

Itemized Costs:

Equipment	Purchases	Fuel	Maintenance
966 Loader (New)	391,814.15	15,000.00	3,000.00
226B3 Skid Steer (New)	37,212.00	1,200.00	800.00
YT60 Yard Mule (Used)	49,500.00	1,200.00	1,000.00
Sweeper Truck (Used)	30,000.00	1,500.00	1,000.00
Retrofit 550 Loader as Spare	75,000.00	3,000.00	2,000.00
TOTAL Equipment:	583,526.15	21,900.00	7,800.00
Allocation of Personnel Costs - overhead			
Division Manager time (4 hrs/week)	8,702.72		
Fleet Maintenance Manager (4 hrs/week)	5,794.88		
EOIII - to fuel Equipment (6 hrs/week)	7,066.80		
	21,564.40		

Thompson



February 16, 2011

Escambia County Solid Waste Management
Cantonment, FL
Attn- Dennis Rigby
Re-Caterpillar 966H

One New Caterpillar 966H Wheel Loader

246-1388 966H WHEEL LOADER

339-5918 REGIONAL PKG, NACD

Includes:

- Product Link
- Window cleaning platform
- External fold-up mirrors

243-1938 SWITCH, F-N-R SW

339-5928 PP2: 2V, RC, STD AXLE

Includes:

- 2 valve hydraulic system
- Ride control
- Open front differential, Open rear differential

328-9884 PKG C: COMMUNICATIONS

Includes:

- AM/FM/CD entertainment radio
- CB communications radio-ready: includes adjustable mounting brackets for two radios, CB cable converter, CB antenna, a 20Amp/24V to 12V converter, and two separate four-wire connectors that contain a ground, 12V and 24V circuits.

339-5946 PKG D: COLD START (120V)

Includes:

- Engine coolant heater (120V)
- Power cord for engine coolant heater (loose)
- Ether starting aid

119-4376 GUARD, POWERTRAIN

246-1058 SEAT BELT, 3" WIDE

246-1921 COOLING, HIGH AMBIENT

143-7195 WASTE HANDLING BUCKET WITH RUBBER CUTTING EDGE

Total list \$405,185.00 x 21% National Joint Power Alliance
\$- 85,088.85
\$320,096.15 sub total

Net items not allowable for NJPA discount:

Freight..... \$5,298 according to NJPA guidelines
Warranty.....\$7,895
Fire ext.....\$ 350
Product link 36 mo..... \$ 600
variable pitch fan..... \$6,975 includes cost, freight, installation
Turbine trash precleaner..\$1,500 includes cost, freight, installation
Setco tires.....\$45,500 includes freight
Narrow fenders.....\$1600
Misc labor.....\$2000

Total nets.....\$71,718

Selling price \$391,814.15

Warranty

12 month full machine warranty with an additional 4 year or 75 hour power train warranty.

Machine is currently available from dealer inventory but subject to prior sale. Waste Handling bucket is showing "on hand" in Caterpillar Work Tools inventory.

Thompson Tractor Company, Inc.
D. Rucker Brown
Sales representative





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Discussion Item #: 1.

County Administrator's Report

Date: 03/03/2011
Issue: Federal Lobbying Services for Escambia County
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federal Lobbying Services for Escambia County - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Federal Lobbying Services for Escambia County:

- A. Authorize the engagement of a firm to provide Federal Lobbying Services for Escambia County Board of Commissioners for the period of 12 months, beginning March 3, 2011, for an amount not to exceed \$84,000; and
- B. Approve the ranking, as follows, and authorize the County Administrator to execute an Agreement with the firm which ranked #1 for the Request for Proposal PD 10-11.001:
 1. The MWW Group
 2. Alcalde & Faye
 3. Blank & Rome Government Relations, LLC

[Funding: Fund 102, Economic Development Fund, Cost Center 360704]

BACKGROUND:

The Office of Purchasing advertised the solicitation on October 1, 2010. 11 submittals were received on October 26, 2010. The final ranking was completed on January 25, 2011. The total fee includes:

A base fee of \$6,500 per month which covers all lobbying and advisory services as well as one trip by firm representatives to Escambia County for an in-depth consultation with County officials and reimbursable expenses capped at \$6,000 annually that will include a second trip by firm representatives to Escambia County as well as any extraordinary expenses incurred by the firm on behalf of County officials/representatives when visiting

Washington D.C. such as special transportation costs, special meeting or meal costs.

BUDGETARY IMPACT:

Funding: Fund 102, Economic Development Fund, Cost Center 360704

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney will prepare the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

This recommendation is in compliance with the provisions of the Code of County Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.
