AGENDA ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL HEARING March 5, 2019–8:30 a.m. Escambia County Central Office Complex 3363 West Park Place, Room 104

- 1. Call to Order.
- 2. Pledge of Allegiance to the Flag.
- 3. Proof of Publication and Waive the Reading of the Legal Advertisement.
- 4. Approval of Minutes.
  - A. **<u>RECOMMENDATION</u>**: That the Planning Board review and approve the Meeting Resume' Minutes of the February 5, 2019, Planning Board Rezoning Meeting.
- 5. Acceptance of Rezoning Planning Board Meeting Packet.
- 6. Quasi-judicial Process Explanation.
- 7. Public Hearings.
  - A. That the Planning Board review and make recommendation to the Board of County Commissioners (BCC) on the following Vested Rights case:

Case No.:	VRD-2019-01
Project Address:	625 Calhoun Ave
Property Reference No.:	35-2S-31-1000-023-064
Zoning District:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Overlay District:	Warrington
Vested Rights for:	Allow a MH in HDMU/Warrington Overlay
AIPD Area:	AIPD-2
Applicant:	Lester & Tricia Hendricks, Owner

## 8. Adjournment.



## Planning Board-Rezoning

Meeting Date: 03/05/2019

#### Agenda Item:

**RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the February 5, 2019, Planning Board Rezoning Meeting.

### Attachments

Draft February 5, 2019 Planning Board Rezoning Meeting Minutes

4. A.



#### RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL REZONING February 5, 2019

#### CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE, BOARD CHAMBERS PENSACOLA, FLORIDA (8:36 A.M. – 9:58 A.M.) (10:05 A.M. - 10:52 A.M.)

- Present: Jay Ingwell Wayne Briske, Chairman **Timothy Pyle** Patty Hightower Alan Gray **Eric Fears** Stephen Opalenik Absent: **Reid Rushing** William Clay Staff Present: Horace Jones, Director, Development Services John Fisher, Senior Urban Planner, Planning & Zoning Kayla Meador, Administrative Assistant Kim Wilson, Urban Planner I Meredith Crawford, Assistant County Attorney
- 1. Call to Order.
- 2. Pledge of Allegiance to the Flag.
- 3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Alan Gray, Seconded by Jay Ingwell

Motion was made to approve the proof of publication and to waive the reading of the legal advertisement.

Vote: 5 - 0 Approved

Other: Reid Rushing (ABSENT) William Clay (ABSENT)

#### 4. Approval of Minutes.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the January 8, 2019 Planning Board Rezoning Meeting.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to approve the Rezoning Planning Board meeting minutes from January 8, 2019.

Vote: 5 - 0 Approved

Other: Reid Rushing (ABSENT) William Clay (ABSENT)

5. Acceptance of Rezoning Planning Board Meeting Packet.

Motion by Eric Fears, Seconded by Alan Gray

Motion was made to accept he Rezoning Planning Board meeting packet for February 5, 2019.

Vote: 5 - 0 Approved

Other: Reid Rushing (ABSENT) William Clay (ABSENT)

- 6. Quasi-judicial Process Explanation.
- 7. Public Hearings.

A.	Case #:	Z-2019-02
	Applicant:	Wiley C. "Buddy" Page, Agent for Slavoljub & Margaret Djuric, Owner
	Address:	12960 Lillian Highway & 12400 Blk Lillian Highway
	Property Size:	0.17 (+/-) acres and 0.11 (+/-) acres
	From:	MDR, Medium Density Residential district (10 du/acre)
	То:	HDMU, High Density Mixed-Use district (25 du/acre)

No planning board member acknowledged visiting the site.

No planning board member acknowledged any ex parte communication regarding this item.

No planning board member abstained from voting on this matter due to any conflict of interest.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to accept Buddy Page as expert witness.

Vote: 5 - 0 Approved

Other: Reid Rushing (ABSENT) William Clay (ABSENT)

Motion by Jay Ingwell, Seconded by Eric Fears

Motion was made to accept all exhibit pictures from Mrs. Fortunati.

Vote: 5 - 0 Approved

Other: Reid Rushing (ABSENT) William Clay (ABSENT)

Motion by Eric Fears, Seconded by Timothy Pyle

Motion was made to accept old zoning map into evidence, as County Exhibit 1.

Vote: 5 - 0 Approved

Other: Reid Rushing (ABSENT) William Clay (ABSENT) Motion by Alan Gray, Seconded by Jay Ingwell

Motion was made a recommend approval to the BCC, accepting Buddy Page's compatibility analysis for Criteria B.

Vote: 4 - 1 Approved

Voted No:	Timothy Pyle
Other:	Reid Rushing (ABSENT)
	William Clay (ABSENT)

B. Case #: Z-2019-03

Applicant:	Kerry Anne Schultz, Agent for James D. Homyak, Ashland Avenue, LLC.
Address:	8662 Ashland Avenue
Property Size:	4.76 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)

No planning board member acknowledged visiting the site.

No planning board member acknowledged any ex parte communication regarding this item.

No planning board member abstained from voting on this matter due to any conflict of interest.

Motion by Eric Fears, Seconded by Timothy Pyle

Motion was made to recommend approval to the BCC, bases on Staff's Findings of Fact.

Vote: 5 - 0 Approved

Other: Reid Rushing (ABSENT) William Clay (ABSENT)

8. Adjournment.



## **Planning Board-Rezoning**

7. A.

Meeting Date: 03/05/2019

Issue: A Public Hearing Concerning Vested Rights Determination - VRD-2019-01 Organization: Development Services

#### **RECOMMENDATION:**

That the Planning Board review and make recommendation to the Board of County Commissioners (BCC) on the following Vested Rights case:

Case No.:	VRD-2019-01
Project Address:	625 Calhoun Ave
Property Reference No.:	35-2S-31-1000-023-064
Zoning District:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Overlay District:	Warrington
Vested Rights for:	Allow a MH in HDMU/Warrington Overlay
AIPD Area:	AIPD-2
Applicant:	Lester & Tricia Hendricks, Owner

## BACKGROUND:

The owner purchased property at 625 Calhoun Avenue and upon inspection of the dwelling he concluded that it was more cost affective to demolish the structure. Prior to purchasing the mobile home, he received a demolition permit from the Building Inspections Department (BID) which reads as follows: "Demo existing 800 SF structure due to rot/decay, prepare site to receive MH- will use existing septic". After reviewing the timeline submitted, it appears that the property owner/applicant did not confer with the Planning & Zoning staff to ascertain the allowable uses on the parcel which is zoned HDMU, and also within the Warrington Overlay. See CRA response letter in the backup.

The owner went to the health department for approval of the existing septic tank, at which time was told he needed Planning & Zoning sign off. Staff reviewed the parcel and although the HDMU zoning allows for mobile homes, the property is within the Warrington Overlay, prohibiting mobile homes. The applicant relied on the County and thought all things were in compliance with the code once he received the demolition permit and inspections.

## **CRITERIA FOR VESTED RIGHTS:**

An owner shall be entitled to a determination of vested rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 5 and in addition one of the following criteria has been met:

## **CRITERION 1:**

The proposed use was authorized pursuant to a county development order, or equivalent, issued on or before the effective date of this Code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the right to which the owner may be vested is a continuation of the original order, or equivalent.

### FINDINGS:

The property in question received a demolition permit on November 6, 2018, which noted the placement of a mobile home on the property. The owner was of the understanding that the issuance of the demolition permit allowed the placement of a mobile home on site. The applicant has provide evidence of the progress and cost associated with the placement of a mobile home on site.

## **CRITERION 2:**

The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

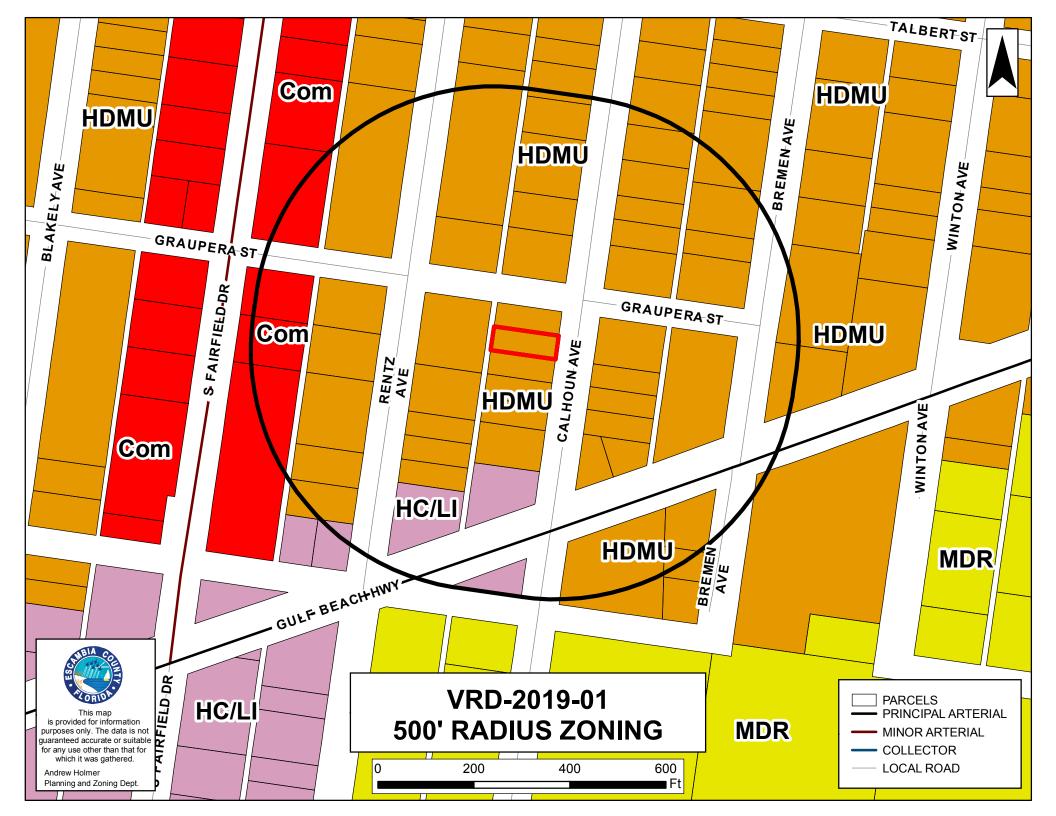
#### FINDINGS:

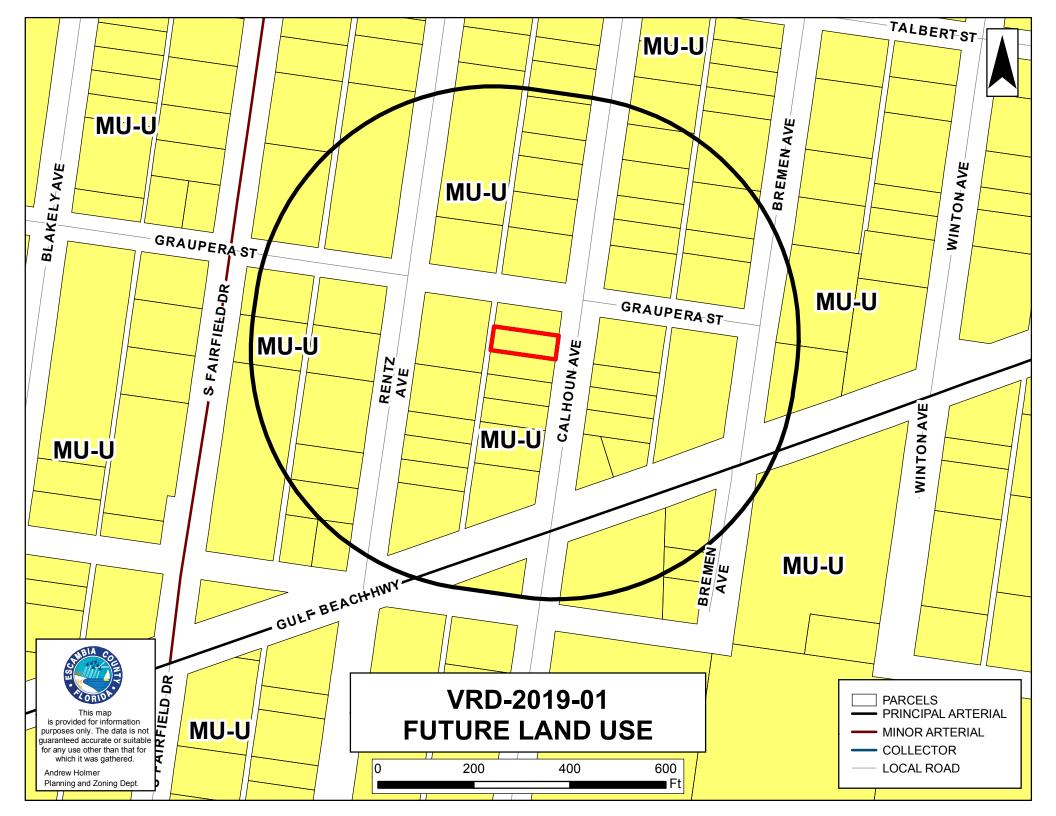
The applicant received a demolition permit which stated that the site would be prepared to have a mobile home placed on site. Not being aware of the zoning overlay regulations, the applicant relied on the County and believed that the demolition permit was all he needed to place a mobile home on the lot. The owner then incurred extensive cost in preparing the site and purchasing a mobile home. It was only after he was directed to Planning and Zoning that he was informed that the parcel was within the Warrington Redevelopment Area, which prohibited mobile homes. The applicant has produced documentation showing the process he went through as well as the cost associated, and staff has reviewed and verified.

## Attachments

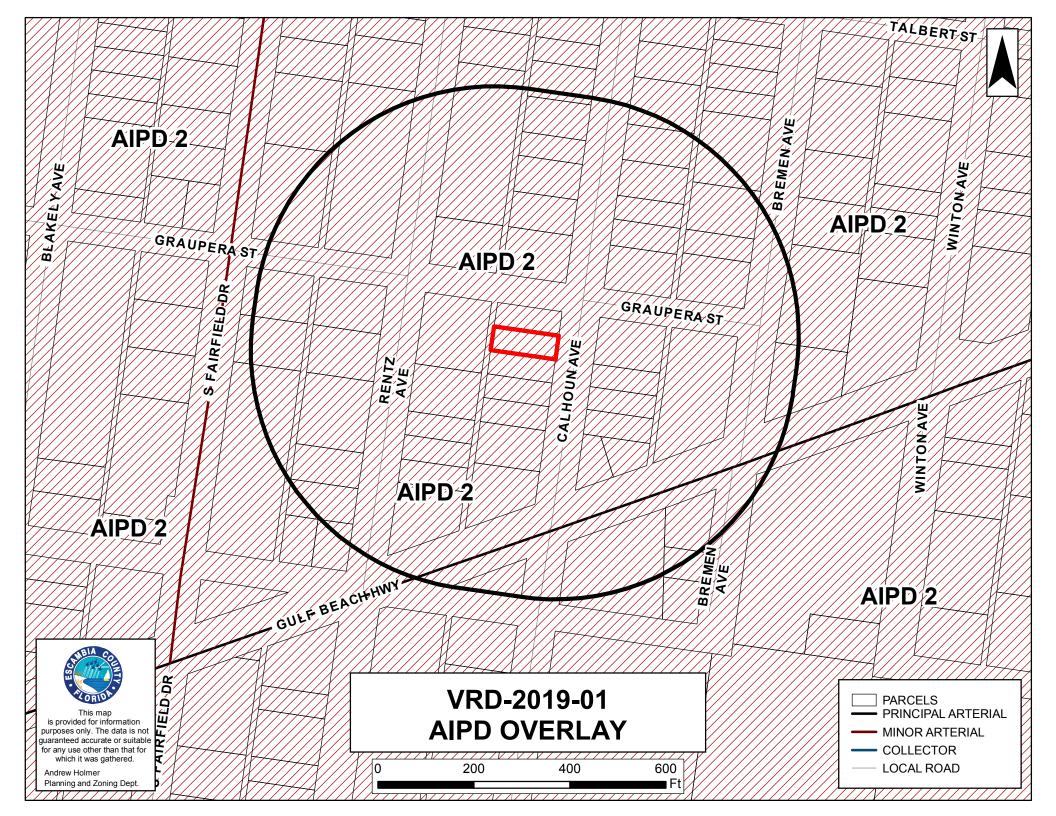
# VRD-2019-01

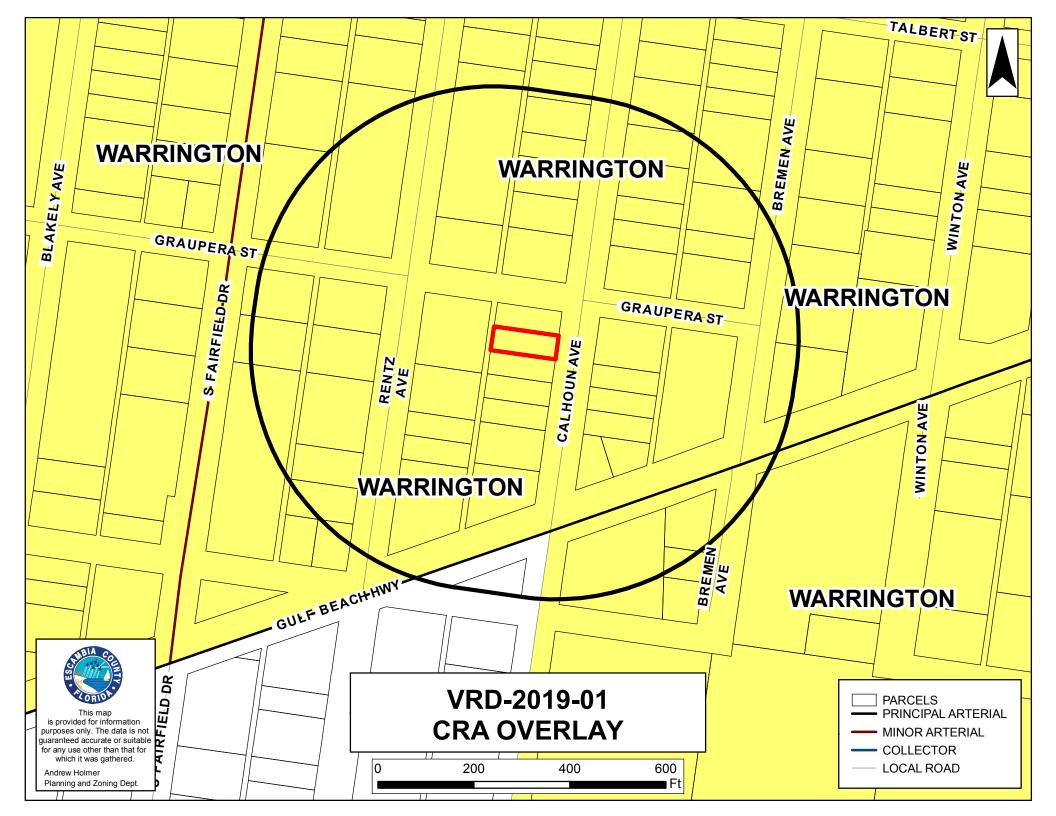
















# CASE NO.: VRD-2019-01

## PLANNING BOARD

625

# DATE: 03/05/19 TIME: 8:30 AM LOCATION OF HEARING ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX

3363 WEST PARK PLACE BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS DATE: 04/04/19 TIME: 5:45 PM LOCATION OF HEARING ERNIE LEE MAGAHA GOVERNMENT BLOG 21 PALAFOX PLACE 1ST FLOOR BOARD MEETING ROOM FOR MORE INFORMATION CALL: DE COMMENT SERVICES AT 595-3475 OR VISIT

Public Hearing Sign PLEASE DO NO PROPERTY OF ESCAMBIA COUNTY



Looking across Calhoun from subject parcel- Mobile home



Looking onto subject parcel

CUIDADO

Looking at adjoining parcel to the north

Looking at the adjoining parcel to the south

SHIRLING AND KEEP OUT

1-2

HIGH 7// CR

AMAIDEENS

Looking along Calhoun to the south towards Gulf Beach Hwy

Looking along Calhoun to the north

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A FT

Shin T



## Escambia County Planning and Zoning

Development Services Department 3363 West Park Place Pensacola, FL 32505 Phone: (850) 595-3475 • Fax: (850) 595-3481 <u>http://myescambia.com/business/ds</u>

FOR OFFI	Vested Rights Application CE USE ONLY - Case Number: <u>VRD-2019-0</u> Accepted by: <u>A Can</u> PB Meeting: <u>Z/4/201</u> 9
-	Contact Information: A. Property Owner/Applicant: Lester + Tricia Hendricks Mailing Address: <u>GRS Calhoun</u> Ave, Punsacola, Fl. 32507 Business Phone: <u>Cell: 817-876-1637 or 423-771-2542</u> Email: <u>fropserv by lester@gol.com</u> of Trishhendricks@gol.com
	3. Authorized Agent (if applicable):         Mailing Address:         Business Phone:         Cell:         Email:         Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.
	<ul> <li>Property Information:</li> <li>A. Existing Street Address: <u>GR5 Calhoun Ave, kinsacola Fl.</u> 32507 Parcel ID (s): <u>CA 23, Bk 64, Beach Haven Subdivision</u> <u>Bk 46, Pg 51, Escambia Co. Florida</u> <u>ID<sup>#</sup> 352531[000023064</u></li> <li>B. Total acreage of the subject property: <u>0.1561</u></li> <li>C. Existing Zoning: <u>HD MU</u> FLU Category: <u>MV-U</u></li> </ul>

Last Updated: 2/2/16

The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

Purchase off (alhoun Ave, and rrent ina tar e 01 the area GIGN (LMOVING Drepaning ing see Mobile horm attac CONIES. demilition 910 lemova Q Kegiong | Mobile, Al where our nome was Mobile Homes OP required the deve land ( Provided ) They Purchased. Septic approval gnd 2-Proof of Water connection be Fore they would deliver and Set UP. I then proceeded have the water re-estabolished and went Ю tor septic approval (also includ nealth Permit was re-use of existing Septic system required a site plan (provided) a building and a Zoning certificate Schematic ( Provided) was informed by zoning and planning that was Not zore E for mobile homes. 2 mobile Property home dealers told me it was, permit was issued based a mobile home and Placing in fact. HUMU is on for mobile nomes, as wre zoning 15 )-し, m search included only I page of information, includes the warrington overlag, the only and nowhere

Last Updated: 2/2/16

#### 3. Amendment Request

A. Please provide a general description of the proposed vested rights request,

explaining why it is necessary and/or appropriate.

\$62,000 NOUP plus surchase and brand 2 018 n Point 1 was Nese NN greg. 201 mos

- B. Vested Rights Determination Criteria Please address one of the following criteria for your vested rights request. (use supplement sheets as needed)
  - 1. The proposed use was authorized pursuant to a county development order, or equivalent, issued on or before the effective date of this Code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the right to which the owner may be vested is a continuation of the original order, or equivalent.

#### **CONDITION OF APPROVAL**

#### TO WHOM IT MAY CONCERN:

By my signature below, I declare and acknowledge that I understand and willingly agree to the following condition regarding an affirmative Vested Rights Determination regarding my property, which is an

unrecorded subdivision known as: Subdivision Beach Haven

A condition of approval of a vested right determination involving an unrecorded subdivision is the recording of an original deed to individual lot owners in the public records of Escambia County, Florida, prior to the issuance of a permit or other development approval.

Date IR 10 18 Owner's Signature

STATE OF FLORIDA COUNTY OF ESCAMBIA

The forego	ing instrument was acknowledg	e before me this <u>/0</u>	da	y of <u>December</u> , year of
2018	by Lesk + Hendricks	, who ( ) di	id ( )	did not take an oath.

He/she is ( ) personally known to me, ( A produced a current Florida drivers license, and/or ( ) produced current S, akola O(So2465) as identification.

Signature of Notary Public

**Date Commission Expires** 

<u>Margaret A</u> Cain\_ Printed Name of Notary D

12/10/18

Date

MARGARET A. CAIN Commission # GG 154529 Expires November 11, 2021 O Rohded Thru Troy Fain Insurance 800-385-7019

(Notary seal required)

#### Submittal Requirements

1.

Completed application completely filled out, typed or written in blue ink and must include the reason for the request and address all criteria for the request as outlined in LDC Chapter 2-6.7 (dated, signed & notarized).

Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

- Copy of Deed(s) 2.
- 3. Copies of both the Survey and the Plat, which include a vicinity map with directions.
- 1 4. Legal Description of Property Street Address / Property Reference Number
- 5. Letter explaining how the project has continued in good faith, which includes a list of expenses for installing infrastructure.
- Copy of citation form Code Enforcement Department (If applicable) 6.
  - \_\_\_\_7. Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547.

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

#### NOTE TO THE APPLICANT

THE BURDEN OF PROOF FALLS UPON THE APPLICANT to submit, as attachments to this application, any and all substantial competent evidence on which reliance is being made to seek a determination that certain actions by Escambia County have led to the creation of vested rights. This shall include but is not limited to maps, letters, memorandums, etc. Applications, which do not substantiate the claim against the criteria, will delay the process.

#### 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 ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent

Printed Name Owner

01502965

Signature of Owner

Printed Name of Owner

Date

STATE OF Horida	COUNTY OF SCG mp	The foregoing instrument
was acknowledged before me this	10th day of December 2018, by	Lester Hendricks.

Personally Known 
OR Produced Identification
. Type of Identification Produced: 5. De Koto licence

Man Signature of Notary

arcaret A (a Printed Name of Notary

(notary seal)

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Recorded in Public Records 10/16/2018 3:12 PM OR Book 7984 Page 333, Instrument #2018083000, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$133.00

> Prepared by and Return to: Dependable Title Services of Florida, Inc. Darci Jo Riley 520 East Strawbridge Avenue Melbourne, Florida 32901 Our File Number: 18-0562 Property Appraiser Parcel ID Number: 352S311000023064

#### SPECIAL WARRANTY DEED

THIS INDENTURE, made this 15th day of October, 2018, between Wilmington Savings Fund Society, FSB, as Trustee of Upland Mortgage Loan Trust B, whose mailing address is: c/o Carrington Mortgage Services, 1600 South Douglass Road, Suite 130A, Anaheim, CA 92806, hereinafter called the Grantor, and Lester W. Hendricks and Tricia A. Hendricks, husband and wife, whose mailing address is: 625 Calhoun Avenue, Pensacola, Florida 32507, hereinafter called the Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

W I T N E S S E T H: That said Grantor, for and in consideration of the sum of \$10.00 DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property, towit:

Lot 23, Block 64, Beach Haven Subdivision, a subdivision of a portion of Section 35, Township 2 South, Range 31 West, and Section 54, Township 2 South, Range 30 West, as recorded in Deed Book 46 at Page 51, Public Records of Escambia County, Florida.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and 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 the Grantee, that 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 claiming by, through or under the Grantor.

Special Warranty Deed

11/6/2018,

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IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness signature

Jerry Kubik
Print witness name

Witness signature

Nancy Santillan Print witness name Wilmington Savings Fund Society, FSB, as Trustee of Upland Mortgage Loan Trust B By: Carnington Mortgage Services, LLC. a Delaware Limited Mapility Company, Its Attorney-in-Fact

OCT 1 2 2018 ACT Hazen By:\_\_\_ Print Name? Manager Title: Carrington Mortgage Services, LLC, Attorney in Fact

State of California County of Orange See Attached

THE FOREGOING INSTRUMENT was acknowledged before me this day of October, 2018 by
, as of Carrington Mortgage Services, LLC. a Delaware Limited
Liability Company, on behalf of said entity, who is personally known to me or who has produced
as identification.
Notary Public
Print Notary Name
My Commission Expires:
Notary Seal
· · · · · · · · · · · · · · · · · · ·

Special Warranty Deed

11/6/2018.

*..*:

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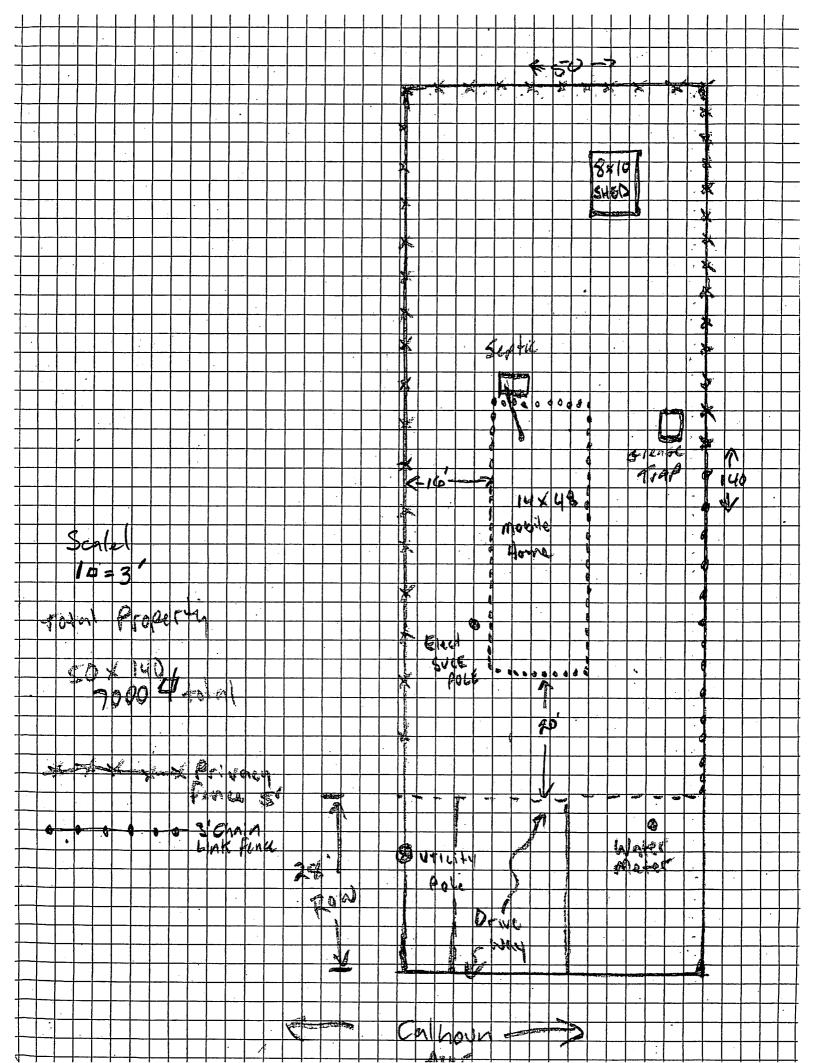
BK: 7984 PG: 335 Last Page

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Landmark Web Official Records Search

	KNOWLEDGMENT
A notary public or other officer com certificate verifies only the identity of who signed the document to which attached, and not the truthfulness, validity of that document.	of the individual this certificate is
State of California County of Orange	
On October 12, 2018 b	efore me, Christian Proano - Notary Public
	(insert name and title of the officer)
personally appeared Scott Hazen	1
subscribed to the within instrument an his/her/their authorized capacity(ies).	isfactory evidence to be the person(s) whose name(s) is/are nd acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument the f which the person(s) acted, executed the instrument.
person(s), or the entity upon behair o	
	RY under the laws of the State of California that the foregoing

.



Total to date 11/30/18 - 61,934.74

Property 19,000:00 Mobile hore 37,120,00 Semolation lesmit 90.00 Equipment Dump trasler 489,98 Excavator 498.00 Dingo front loader 525.00 Dumpster - 30 yd 579 ea x 2 11 58,00 634.45 land Fill Power Pole + Electrical 47.44 354,05 Water Meter and connection fee 60,00 107.70 fipe, values and hardware Grass seed + fertilizer 48.13 Shed and Misc Home depot 1538.50 fuel 262,49 61,934.74 Total Mobile nome lot 250,00 Elect connection Permit and Materials Move mobile home and time to Property 7 2 2 Lost income Avg per month 6488.68 > ANS per WK 1622. 17 × 4 = 6488.64 Gross yto 7160.25 Net 4TO 56,621.57 NOUI > Nou 30 = (todate) Home Dupot 1591,23 - Jump Frides 489.94

Time line For 625 Calhoun Ave

April 1, 2015 - More to Pensacola area for Work more into RV Park July 2018 - Begin looking at houses / property in pensacola area online. Trish visits Several Sept. 14, 2018 - Contact Realton about 625 Calhoun Ave October 15,2018 - Purchase of 625 Closing Nov 1, 2018 - Return to Pensacola after working out of town Nov 1-4, 2018 - Begin investigating house systems and structure determine it will cost way more than we can afford and more than the house is worth to rebuild. Decide to tear down Nov 6, 2018, Am - Building Permit for demolition of house, Piepare Site for mobile home issued Nov 6, 2018, PM - Purchase Mobile Home Nov 7-23,2018 - Demo & Remove house, Ast about setting Mobile hone on property (mobile home dealer) Nov 23, 2014 - Text from mobile home dealer stating they need deed, Septic aproval + water on site to begin moving Process Nov 26, 2018 - Water reconnected, Visit health Dept. Health dept requires Zoning Certificate. Visit Zoning & Planning. learn of no nobile home zoning Nov 26, 2018 - Demo Final inspection, fermit closed Nov 29, 2018 - lease mobile home lot in Blue Angel MHP 50 We have somewhere to put our nitt during 20ming apal process

\*\* Jan 2, 2019 \*\* - I have to be in Tampa to supervise commercial construction / Remodel

Extends Automatically

#### LOT LEASE AGREEMENT

This Lease, made and entered into on this \_\_\_\_\_\_ day of DEC. 2018 by and between Sarah Ard / R. L. Ard as owners and operators of Blue Angel Mobile Home Park, hereinafter referred to as Landlord, and LeSTER HENDRICKChereinafter referred to as OWNER/RESIDENT OWNER/RESIDENT.

WITNESSETH: For and in consideration of the rent, covenants and agreements to be kept and performed by OWNER/RESIDENT, as set forth hereinafter, Landlord lets and OWNER/RESIDENT takes the property described as:

Lot number \_\_\_\_\_\_, dlue Angel Mobile Home Park, at 5301 Blue Angel Parkway, Pensacola, Escambia County, State of Florida, 32526; and

1. OWNER/RESIDENT hereby covenants and shall provide proof of ownership that he is the legal owner of the following mobile home: (Owner must show written verification)

Ċ. SAVANA ELTRA

Which is subject to the following lien:

Ouna Name: Address:

Amount:\$

2. Owner/resident hereby covenants that the leased premises shall be used only for residential purposes and occupied by only the following persons:

+TRish HENDRICES LesTen Hendricks

3. This lease shall be subject to the attached Rules and Regulations which are incorporated herein.

4. <u>Term</u>: (MINIMUM 7 MONTHE) The term of this Lease shall be for a period of 7 months, which shall commence on the <u>1</u> day of *Diecember* 2018 and shall continue until the <u>day</u> : provided nowever that this Lease Agreement shall automatically be extended unless terminated by either party hereto.

<u>TERMINATION:</u> Either party to this Lot Lease Agreement may terminate upon giving written notice to the other party of no less than 60 days prior to the stated expiration date of this agreement. In the event of any automatic extension of this Lot Lease Agreement, OWNER/RESIDENT will required to give no less than 60 days, written notice of intent to terminate to landlord, however, landlord shall provide owner/resident with no less than \_\_\_\_\_ days written notice of the date on which OWNER/RESIDENT is to vacate the premises.

5. <u>Rent</u>: The total amount of rent due pursuant to this Lease shall be  $$250^{-4}$  payable in advance upon the first day to each month at the rate of  $$250^{-4}$  per month to Landlord at 5301 Blue Angel Parkway, Pensacola, FL 32526. S301 N Blue Angel Parkway, Pensacola, FL 32526.

A late fee of \$20.00 is assessed on the sixth plus \$2500 per day thereafter until the rent is paid.

Rent is due on the first and is late and in default on the second.

Failure of OWNER/RESIDENT to pay the rent due hereunder within thirty days of the due date will, at the discretion and option of the landlord, provide Landlord with the right to cancel this Lease and require OWNER/RESIDENT to vacate the premises.

6. OWNER/RESIDENT is responsible for all utilities except garbage and sewer.

7. Under no circumstances shall the mobile home be occupied by more than 5 persons and all persons shall be named in this lease. Occupancy by a guest by a total of more than 14 days is a violation and a default of the Lease.

8. PETS: No pets or animals of any size or kind are permitted in the mobile home or on the premises.

9. <u>ASSIGNMENT, SALE AND SUBLETTING</u>: Assignment, sale and subletting shall be allowed only as provided for within the Rules and Regulations of Blue Angel Mobile Home Park.

10. <u>LOT RENT INCREASE</u>: Landlord shall have the right to increases the amount of lot rent stated herein effective as of the date of expiration of this Lot Lease Agreement, provided Landlord provides OWNER/RESIDENT with written notice of any such increase at least 60 days in advance of the effective date of any increase.

11. <u>TRANSFER</u>: In the event OWNER/RESIDENT is transferred in connection with his/her employment, greater than 50 miles away from the premises, and upon the presentation of appropriated evidence to Landlord of such transfer, OWNER/RESIDENT shall be allowed to terminate this Lease Agreement prior to its stated expiration date without penalty for such early termination.

12. <u>INDEMNIFICATION</u>: Landlord shall not be liable or responsible for any damage or injury to OWNER/RESIDENT or to any other person, of to any property, occurring on the leased premises or property associated with Blue Angel Mobile Home Park and OWNER/RESIDENT agrees to indemnify and to Hold Landlord harmless from any claims to damages no matter how caused, provided, however, that OWNER/RESIDENT shall not be required to indemnify Landlord for any injury cased at the hand of Landlord.

13. <u>DEFAULT</u>: OWNER/RESIDENT shall be in default of this Lot Lease Agreement upon the occurring of any of the following:

A) Failure of OWNER/RESIDENT to pay rent when due and continues this default for three (3) days after delivery of a written demand by Landlord;

B) Failure of OWNER/RESIDENT to pay rent in the amount due and continues this default for three (3) days after delivery of a written demand by Landlord;

C) Failure of OWNER/RESIDENT to pay additional charge to OWNER/RESIDENT as provided for and allowed pursuant to this Lot Lease Agreement or the Rules and Regulation of Blue Angel Mobile Home Park;

D) Violation of Park Rule or Regulation, this Lot Lease Agreement or a provision of Chapter 723, Florida Statutes;

E) The conviction of OWNER/RESIDENT of a violation of any federal or state law, or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of or other residents of Blue Angel Mobile Home Park.

If OWNER/RESIDENT abandons or vacates the property, while in default of the payment of rent, Landlord may consider any property left on/in the premises, including the mobile home, to be abandoned and may dispose of the same in any manner allowed by law. All property on/in the premises, including the mobile home, is hereby subject to a lien in favor of Landlord for the payment of all sums due hereunder to the maximum extent allowed by law. In the event of any default by OWNER/RESIDENT, Landlord may elect to : (a) continue the lease in effect and enforce all of the Landlord's rights and remedies hereunder, including the right to recover the rent as it becomes due; or (b) at any time, terminate all of OWNER/RESIDENT's rights hereunder and recover from OWNER/RESIDENT all damages Landlord may incur by reason of OWNER/RESIDENT's breach of the Lot Lease Agreement, including the cost of recovering the premises.

14. <u>CHANGE IN LAND USE</u>: In the event there is a change as to the manner in which the land comprising Blue Angel Mobile Home Park may be use by any governmental body or official, this Lease will automatically terminate without any penalty to either party as a result thereof.

15. <u>ATTORNEY'S FEES</u>: In the event Landlord shall prevail in any legal action brought by either party to enforce any of the terms, conditions or provisions hereunder, Landlord shall be entitled to recover from OWNER/RESIDENT all costs incurred in connection with such action, including reasonable attorney's fees.

16. The name and address of the Landlord to which all notices, required or otherwise, are to be addressed, and mailed or delivered is:

Park Manager Blue Angel Mobile Home Park 5301 Blue Angel Parkway Pensacola, Florida 32526

Any notice due OWNER/RESIDENT by or from Landlord by or from Landlord shall be made by mailing said notice to OWNER/RESIDENT using OWNER/RESIDENT's park mailing address; or, by posting said notice on the front door of OWNER/RESIDENT's mobile home.

17. The rights of the Landlord contained herein are cumulative and failure of Landlord to exercise any right does not operate as a waiver or forfeiture of any other rights of Landlord. No failure of Landlord to enforce any term, condition, or provision hereunder shall be deemed a waiver, nor shall any acceptance by Landlord of a partial payment of rent, be deemed a waiver of Landlord's right to the full amount hereunder.

18. ADDITIONAL TERMS AND CONDITIONS:

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19. No furniture or hazardous material may be put in dumpster.

20. Tenant pays all fire protection fees, pest control and all utilities except sewer and garbage.

21. No painting or alterations to the premises are allowed.

22. <u>RADON GAS</u>: Radon is a naturally occurring radioactive gas that, when it is 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 your county public health unit. By the execution of this Lease and Addendum, I acknowledge that I have reviewed this disclosure in compliance with Florida Statute Section 404.056(8).

23. <u>ENTIRE AGREEMENT</u>: The foregoing constitutes the full and entire agreement between the parties and may be modified only in writing, signed by all parties hereto.

THE UNDERSIGNED OWNER/RESIDENT (s) hereby acknowledges receipt of a copy of this Lot Lease Agreement.

IN WITNESS WHEREOF the parties have executed this Lot Lease Agreement as of the day and year first written above.

WITNESS

WITNESS

OWNER/RESIDENT

BLUE ANGEL MOBILE HOME PAR 11-29-1B Bv Manager/Uwner



for payment of \_\_\_\_\_\_ O credit \_\_\_\_\_ O credit date 11 130/18 amount The a Kindal balance amount paid from\_ signatu No. 435530 Fully teel \$250°C O check #\_ 2-1-18 2,30-18 **SANSBB** -----

NBIA CO	Building Inspections Division		Build	ding l	Permit		
SATT	3363 West Park Place Pensacola, Florida, 32505	PERMIT NO. 181122388BD					
	(850) 595-3550 folino Office - (850) 587-5770		DATE ISSUED: 11/6/2018				
ORIDE	www.myescambia.com	N	ASTER NO:				
Automated IVR Inspection	ı System 866-957-3764						
Permit Type: Residential - Demoli	tion		Issue	d By: Traci	Goodwin		
Job Address: 625 CALHOUN AV	E, PENSACOLA, 32507			Setbacks			
Parcel No: 352S311000023064	Lot / Block: 02	23/064		Front:	Back:		
Subdivision:	Building #:			Left:	Right:		
Flood Zone: Yes/No - X				Building Din			
Valuation: \$0.00	Total Sq. Ft: 0.00			Length(Feel			
Occupant Group:	Occupant Load:			Width (Feet	):		
No. of Stories:	# of Units:			Height (Fee			
	Const. Type:						
Sanitation:	□Septic Tank □ Existing			Total Perm 90.000000	it Fee:		
Description of Work: **OWNE / DECAY **PREPARE SITE T Cont: LESTER & TRICIA HEN Lic #: LESTER & TRICIA HENDRIC 1600 SOUTH DOUGLASS R ANAHEIM, CA 92806 No Number Provided	O RECEIVE M/H - WILL USE <b>DRICKS</b> XKS	EXISTING Owner: 1600 S ANAHEIM		ARRANTY	DEED UPLOADED**		
WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. A "NOTICE OF COMMENCEMENT" JUST BE RECORDED AND POST ON THE JOB SITE BEFORE THE FIRST INSPECTION. Notice: All permits require an inspection and work must be inspected before covering. This permit will expire if no work is recorded within 180 days. In addition to requirements of this permit, there may be additional requirements applicable to this property which may be found in public records of this county. There may be additional permits required from other governmental entities such as water management districts, state or federal agencies including, but not limited to, the NPDES permit.							
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	ELECTRICAL			
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Owner: (A	ester + Tricia Hendricks	Phases:	Phone No.: \$17 \$76 1637	-
Size of Amps:	AUO 3	Number of Inspections		
Type of Buildin	en or Structure		v idential	Ì
Type of Service			v Installation	
SCHEDULE IN			· · · · · · · · · · · · · · · · · · ·	
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and a special	New Service Service Rep	pair Swimming I	Pool Low Voltage	
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Check the	Renovations or Additions: (Number of			
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STORE 8472 N Pensacola 541 W Nine Mile Rd Pensacola, FL 32534

**Rental Center Hours** 

### CONTRACT #: 158972 Status: CLOSED

LESTER HENDRICKS 110 E CENTER ST PMB2759 Madison, SD 57042 (817) 876-1637

MON 6A-9P TUE 6A-9P WED 6A-9P THU 6A-9P FRI 6A-9P SAT 6A-9P SUN 8A-8P

eposit Trans: harge Trans:	Register #: 90 Register #: 90		ion #: 71770 on #: 75003	Date: 11/19/18 Date: 11/26/18		posit #: 8472181119073430515897245 posit #: 8472181119073430515897245	
Bustomer Name:	LESTER HEN	IDRICKS	Date Out: Date Due: Date In:	11/19/2018 - 7: 11/26/2018 - 7: 11/26/2018 - 7:	43 AM	Checked in By:	kw80u5 htl974
Tool De	scription	talatan Ariseb Karika Parena	Charges	Amount			
	mp Trailer 6x	10	Tool Rental Fee	\$417.00		Rental Subtotal	\$417.00
(33-387-0	10648)		SubTotal	\$417.00		Damage Protection*	\$41.70
						Tax	\$31.28
	84				Contraction of the local division of the loc	Contract Total	\$489.98
						Deposit - PAID 11/19/18 (THE HOME DEPOT ending 5491)	-\$300.00
2						Balance Charged (THE HOME DEPOT ending 5491)	\$189.98
					l.	Outstanding Balance	\$0.00
						* 10% of Rental Subto	tal if applicable.
ENTAL FEE CA	LCULATOR DISCI	AIMER -	01 				an - San y Y Yan - Han - Han Han Y Yan - Han
Home Depot	uses a Rental Cal	culator to	insure our custom	ners to get the low	est ra	tes possible for the time they had the to	ol.
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total charges are correct, and additional charges may apply if the equipment is returned damaged.

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#### WE APPRECIATE YOUR BUSINESS! INNERARITY ACE HARDWARE #12330 13650 INNERARITY POINT ROAD PENSACOLA FLORIDA 32507 (850) 492-1149

11/12/18	2:54PM	REN	TAL	55	5 SALE	
RENT DEPO RENT DEPO Rental Cl	SIT	1 M	EA	\$687	.76 EA N \$687.76	

SUB-TOTAL:\$	687.76	TAX: \$	.00
	T	OTAL: \$	687.76
	BC AMT:	\$	687.76

BK CARD#: XXXXXXXXXX8910 MID:\*\*\*\*\*\*\*7601 TID:\*\*3400 AUTH: 158105 AMT: \$ 687.76 Host reference #:086207 Bat#0883

TransactionID: 388316751032422 Validation Code: R4Q2 TID:173400 TRANS TYPE: PURCHASE PAYMENT TYPE: Credit Card

SWIPED CARD TYPE:VISA EXPR: XXXX TxnID/ValCode: 388316751032422 R4Q2

Bank card

USD\$ 687.76



==>> JRNL#U86207 CUST NO:\*5

<<==

THANK YOU LESTER W HENDRICKS FOR YOUR PATRONAGE

In

Name : X\_\_\_\_\_\_I agree to pay above total amount according to card issuer agreement (merchant agreement if credit voucher) Acct: CASH CUSTOMER REF: CNO: 7068 INVNO: 0

Customer Copy

#### THANK YOU FOR SHOPPING AT MOFFETT ROAD ACE HARDWARE 7380 MOFFETT ROAD MOBILE, AL. 36618 (251) 645-1001 11/06/18 2:44PM CHS 553 SALE 200AMP 1 EA \$330.00 EA 200AMP POWER BOX \$330.00 SUB-TOTAL:\$ 330.00 TAX: \$ 28.05 TOTAL: \$ 358.05 BC AMT: \$ 358.05 BK CARD#: XXXXXXXXXXXXXX4675 MID:\*\*\*\*\*\*\*0885 TID:\*\*\*0890 AUTH: 690674 AMT: \$ 358.05 Host reference #:616629 Bat# Authorizing Network: VISA Chip Read CARD TYPE:VISA EXPR: XXXX AID : A000000031010 TVR : 8080008000 IAD : 06020A03600000 TSI : 6800 ARC : 00 MODE : Issuer CVM : Name : VISA DEBIT ATC :0018 AC : 0858E5D42F5AA4BA TxnID/ValCode: 270757

Bank card USD\$ 358.05

	Thank you for ch	oosing Innerarity Ac	e Rental. We appre	ciate you	r busine	SS.	(
=	rge: 249.00 Each Additional Day: 249.0 1025KFAJ60799		• • <u>•</u> ••••,• • • •••	. بير	· · ·		\$ 
PE-300-01	EXCAVATOR, TRACKED MINI	1	STM 249.00		2	11/19/2018 7.30 AM	249.00
Item #	Description	ITEMS RENTED	AND/OR SOLD Rates	M W	D	H Date&Time Due	Amount
CAR LICENSE NUMBE	R DRIVER'S LICENSE NUMBER 01502XXXXX	P.	O. NO. OR JOB NO.			DATE AND TIME DUE IN 11/19/2018 7.30 AM	
ADAM							
VRITTEN BY	817-876- CHECKED IN BY	1637 AUTHORIZED	RENTER		JO	B LOCATION	N
110 E C 625 CAI	t #: 1002801 R WILLIAM HENDRICKS ENTER ST PMB2759 .HOUN AVE DN , SD 57042					N	
		Kese	rvation				
Pensaco 850-492 RENTED AND/O		Peee	DATE AND TIME OUT	11/1	7/2018 ADD	7.00 AM DRESS AT WHICH EQUIPMEN	T WILL BE USE
13650 li	ty Hardware nnerarity Rd		CONTRACT NUMBER DATE AND TIME IN	7068		INVOICE NUMBER	

7.50 AMAGE WAIVER CHARGE (DWC) % )F RENTAL CHARGE. RENTER MAY, BY INITIALS IEREON, DECLINE BENEFITS OF PARAGRAPH 0, DAMAGE WAIVER, ON REVERSE SIDE OF HIS CONTRACT. IWC IS NOT INSURANCE. DECLINES (INITIALS)	Total Rental Damage Waiver Subtotal Sales Tax Total Security Deposit Total Received	249.00 18.68 267.68 20.08 287.76 400.00 687.76
have read and understand the terms and conditions on both sides of this agreement ind certify that those printed on the other side are agreed to as if printed above my ignature. There are no oral or other representations not included herein. Unless declined, I iso agree to the damage waiver charges. I have received a copy of this agreement.	*****	

The above prices are an estimate. The final amount will be calculated upon rental return. Thank you.

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Lessee's Signature \_

First Day Charg Serial# YMRVI0	e: 249.00 Each Additional Day: 249.00	·	01111 243.00	v	£	11/19/2018	7.30 AM	249.00
Item #  PE-300-01	Description EXCAVATOR, TRACKED MINI	Quantity 1	Rates STM 249.00	<u>M W</u>	D   2	H Date&Time		Amount
	01502XXXXX	P.	O. NO. OR JOB NO.			DATE AND TIME I 11/19/2018		
DAN FENDI CAR LICENSE NUMBER								
		AUTHORIZED	RENTER		JOI	B LOCATION		
	817-876-163	37						
110 E CE 625 CAL	#: 1002801 WILLIAM HENDRICKS ENTER ST PMB2759 HOUN AVE N , SD 57042							
		Open (	Contract		ADE	DRESS AT WHICH	EQUIPMEN	T WILL BE USE
850-492- RENTED AND/OR	1149		DATE AND TIME OUT	11/1	7/2018	7.00 AM		
13650 In	nerarity Rd la, FL 32507		DATE AND TIME IN	7000				ADJ.
Innerarit	/ Hardware		CONTRACT NUMBER	7068		INVOICE NUMBER	16154	

Thank you for choosing Innerarity Ace Rental. We appreciate your business.

- - -

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AMAGE WAIVER CHARGE (DW F RENTAL CHARGE. RENTER I EREON, DECLINE BENEFITS ), DAMAGE WAIVER, ON RE HIS CONTRACT.	MÁY, BY INITIALS OF PARAGRAPH	PROMPT RETURN OF YOUR RENTAL SAVES YOU MONEY. ALL TIME IS CHARGED INCLUDING SATURDAY, SUNDAY AND HOLIDAYS.	Total Rental Damage Waiver Subtotal Sales Tax	249.00 18.68 267.68 20.08
WC IS NOT INSURANCE.	DECLINES (INITIALS)		Total Security Deposit Total Received	287.76 400.00 687.76

have read and understand the terms and conditions on both sides of this agreement nd certify that those printed on the other side are agreed to as if printed above my gnature. There are no oral or other representations not included herein. Unless declined, I so agree to the damage waiver charges. I have received a copy of this agreement.

Serial# YMRVI	025KFAJ60799													
PE-300-01	EXCAVATOR, TRACKED	) MINI		0	1	FLT	249.00			4 2.	02	11/21/2018	9.02 AM	498.00
ltem #	Description	Q	Aty O			TED AND/OR SOLI Rates	D	М	W	D	н	Date&Time	In	Amount
AR LICENSE NUMBE		ICENSE NUMBER				P. O. NO. OR JO	B NO.					ATE AND TIME DI 1/19/2018 7		
DAN FEND	LEY DAN	FENDLEY												
VRITTEN BY	CHECKE	D IN BY		AUTH	ORIZ	ED RENTER				JO	B LO	CATION		
		817-876-16	637											
MADISO	N,SD 57042													
	HOUN AVE													
	ENTER ST PMB275													
Account														
	t#: 1002801												•	
RENTED AND/OF	R SOLD TO		Cl	osec	1 C	ontract/Inv	oice			ADD	DRES	SS AT WHICH E	QUIPMENT	WILL BE USE
850-492	•					DATE TIME	AND OUT		11/17/2	2018		7.00 AM		
	la, FL 32507					TIME			11/21/2	2018		9.02 AM		
• • • •	y Hardware Inerarity Rd					DATE	AND	1	7068				16206	
lanororit	u Hardwara						TRACT BER	-	7060			INVOICE NUMBER	40000	

Thank you for choosing Innerarity Ace Rental. We appreciate your business.

AMAGE WAIVER CHARGE (D' F RENTAL CHARGE. RENTER EREON, DECLINE BENEFITS D, DAMAGE WAIVER, ON RI HIS CONTRACT.	MÁY, BY INITIALS OF PARAGRAPH	PROMPT RETURN OF YOUR RENTAL SAVES YOU MONEY. ALL TIME IS CHARGED INCLUDING SATURDAY, SUNDAY AND HOLIDAYS.	Total Rental Damage Waiver Subtotal Sales Tax
WC IS NOT INSURANCE.	DECLINES		Total
			Balance Due
	(INITIALS)		

Damage Waiver37.35Subtotal535.35Sales Tax40.15Total575.50Balance Due175.50

498.00

have read and understand the terms and conditions on both sides of this agreement nd certify that those printed on the other side are agreed to as if printed above my ignature. There are no oral or other representations not included herein. Unless declined, I so agree to the damage waiver charges. I have received a copy of this agreement.

SUPPLY SWIFT BUILD, TO LAST

#### **Invoice Address**

**Special Instructions** 

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We had a free free

Daphne 9549 Milton Jones Rd. Daphne, Alabama 36526 251-621-5066

Notes

## **Cash Sales Invoice**

Invoice No	411476
Invoice Date	11/07/2018
Terms	Net 10th
Customer	9000009
Your Ref	lester
Our Ref	2052160
Taken By	George Ramos
Sales Rep	1



Page 1 of 1

\$47

**Invoice Total** 

	`ş	·					
Line	Product Code	Description		Qty/Footage	Price	Per	Total
1	914	MRP 5"-6"X16' MAR/TREAT POLE	E 2.5 CCA	1 EA	43.33	EA	43.3
	· · · · ·	*					
			:.				
						**.v.	
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×.,							
	••••••••••••••••••••••••••••••••••••••	•					
Brod	lucts received in good con		Payment Method	Amount Received	Delivery		\$0.0
			Visa	\$47.44	Total Amoun	it	\$43.3
	t name	·	Merchant # Account # Authorization #	542589 ***********8910 095082	Sales Tax (9 AL/BALD/DA	9.50 %)	\$4.1

## REGIONNAL HOME CENTER OF MOBILE

### Regional Home Center of Mobile

7251 Moffett Road, Mobile, Alabama 36618 251.649.2077

Buyer(s)	Lester Hen	EASE MAKE							11/6/2018
Phone:	817-876-16	37		Email:	prospervby	lester@aol.com		Date:	
Mailing Add	tress:	625 Calhoun Av	e, Pensoco			Grouden		Sales Lot	МОВ
Delivery Add	dress:	625 Calhoun Av						Salesperson	TiffanyG
Apprx Yr:	2018	Apprx Size:	14x36		1+1.00			County	Escambia
Serial Numb	er:	CS2022042TN	1.1.00	Bed/Bath:	1+1.00	Stock #:	22042A	Mfg	Savannah
Options				to a discourse the second			And All States of States	New/Used	New
Dirt Pad	YE	s	(P		Sales Pr	ice		and the second	ANALY TANK
	YE				Base Pric	ce of Unit			\$35,000.0
Delivery	NC				Sales Tax	ĸ	2		\$2,100.00
Skirting					Sales Tax	(Credit for Tra	ade-In below)		\$0.00
A/C	NC				Insurance	,			\$0.00
Trim Out	NO				Title				\$20.00
Temporary					Appraisal	Fee			\$0.00
Site Impro-	vements NO								
** See Deli	ver Ticket/ Bu	yer's Responsibilitie	es attached	for details ***			42		+
						Purchase Price			007 100
Seller has plansaction	rovided any pro	lucts or services prio	r to the com	pletion of this				50.00	\$37,120.00
ansaction an	a Duyer subseq	uently failt o purchas ent held by Seller.	e the home,	Buyer foreits		e-In Allowance		\$0.00	
						Down Paymen	it	\$0.00	
HIS AGREE	MENT SUPER	CEDES ALL AGREE	MENTS			Total Credits		\$0.00	
		R TO THE DATE L				aining Purchase	he participants at the maintain the second		\$37,120.00
			SIED		LIENHO	LDER INFOF	MATION		Contraction of the
ESCRIPT	TION OF T	DADE IN.		Cold Cold States in the	Bank's Name:	Cash			
ar		ADE IN:			Bank's Address:				
e -					Bank Contact's I	Phone #:			
nufacturer:									
							1	A,	
ial #:					Buyer:	4	than 1	fint	
	· .					-			
ial #:					Social Securi	ity #:			
ial #:	Mar	bai	n		Social Securi	ity #:			
ial #:	ME	hal			Social Securi Co-Buyer:	ity #:			



## MOLD DISCLOSURE AND WAIVER

Printed Name of Buyer(s)

Lester Hendricks

Printed Name of Seller(s)

**Regional Enterprises, LLC** 

Description of Home: Address: 625 Calhoun Ave, Pensocola, F	YEAR: 2018 L 32507	SIZE: 14x36	MANUFACTURER: Savannah	SERIAL NUMBER: CS2022042TN
Buyer(a) Triticle / //	2 02007			

Buyer(s) Initials. <u>CH / MOLD INSPECTIONS.</u> Mold contaminants may exist in the Home of which the Seller is unaware. These contaminants generally grow in areas where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes or walls. These conditions may be identified with a home inspection. Customer may obtain a home inspection to better determine the condition of the Home. Neither the Seller nor the Seller's agents are experts in the field of mold contaminants. In the event suspect mold contamination is discovered, or if further mold testing is desired beyond the home inspection report, it is recommended that our customers satisfy themselves as to Home's condition by having a mold inspection performed. The cost and quality of such inspections may vary. Information may be found by consulting the U.S. Environmental Protection Agency web site at <u>www.eps.gov</u> or an equivalent environmental/health services agency. CUSTOMER DISCLOSURE.

The Seller or the Seller's Agent has recommended the customer obtain a Home Inspection.

The Seller or the Seller's Agent has recommended the customer obtain a Mold Inspection.

WAIVER. Customer agrees to hold the Seller/Seller's Agents harmless in the event any mold contaminants are discovered on the Home. Customer understands mold is a normally occurring microbe and that mold should pose no health threat unless concentrated at high level in the environment. The Seller/Seller's Agents agree that in the event mold-like contamination is discovered, this condition will be immediately reported to the customer. The only way to determine if a mold-like substance is present at high levels is through a sample collection and analytical testing.

RECEIPT OF COPY. Customers have read this Mold Disclosure/Waiver and by their signatures thereon acknowledge receipt

PROFESSIONAL ADVICE. Customers execute this Disclosure/Waiver with the understanding that they opt to consult with a professional of their choice regarding any questions or concerns before its ececution.

LEGAL ADVICE. Customers acknowledge that this waiver does not attempt to offer legal advice. If customers feel the need for legal advice they should consult an attorney of their choice prior to the execution of this document.

Buyer

Buyer

Social Security Number

11/6/2018

Date



### **ARBITRATION AGREEMENT**

Customer acknowledges and agrees that the transaction between the parties hereto is a matter involved in and pertaining to interstate commerce. Customer thus acknowledges that all aspects of the transaction are involved in, affect, or have a direct impact upon, interstate commerce.

Customer and Regional Enterprises, LLC agree that any and all claims, demands, disputes or controversies of every kind or nature between them, including but not limited to, tort and contract claims; claims based on federal, state or local statute, law, order, ordinance or regulations; and claims arising from, concerning or relating to any of the negotiations involved in the transaction, the terms and provisions of agreements, the arrangements for financing, the performance of the agreements of condition of the Home, or any other aspect of the transaction shall be, at the request of either party, settled by binding arbitration conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. and according to generally accepted arbitration procedures, such as those promulgated by the American Arbitration Association. Each party to this arbitration agreement acknowledges that neither party is required to use the services of the American Arbitration Association, and, specifically, all parties agree that it is the intent of this arbitration agreement for the parties to refrain, if at all possible, from using the American Arbitration Association should an arbitration proceeding become necessary. The parties agree to use the services of a neutral, third-party arbitrator who is both a licensed practicing attorney within the State of Mississippi and listed with the Mississippi Bar Association as a qualified arbitrator or mediator. The responsibility of the cost of the arbitration shall be determined by the arbitrator. Without limiting the generality of the foregoing, it is the intention of the Customer and Regional Enterprises, LLC when so requested by either party, to resolve by binding arbitration all disputes between them concerning this transaction, including, without limitation, this agreement to arbitrate, and/or any representations, promises or omissions made in connections with negotiations for this transaction.

Either party may demand arbitration by serving a written demand for arbitration along with a statement of the matter of controversy to the other party. The Customer and Regional Enterprises, LLC agree that the arbitration proceedings to resolve all such disputes shall be conducted in Rankin County, Mississippi. Customer and Regional Enterprises, LLC further agree that any question regarding whether a particular controversy is subject to arbitration shall be decided by the Arbitrator, and that this agreement shall be binding upon, and inures to the benefit of buyer/lessee and Regional Enterprises, LLC and the officers, employees, agents and affiliated entities of each of them

The institution and maintenance of an action for judicial relief or pursuit of a provisional and ancillary remedy shall not constitute a waiver of the right of either party, to submit the controversy or claim to arbitration, if any other party contests such action for judicial relief. The exercise of any available remedy does not waive the right of either party to resort to arbitration.

I have read thoroughly and fully understand the provisions of this arbitration disclosure and arbitration agreement. By executing below full acknowledgement of and assent to the provisions of the arbitration

Buyer/Customer

**Buyer/Customer** 

Social Security Number	
Social Security Number	

				DELIVERY TIC		
			BUYE	R'S RESPONS	BILITIES	
Des	cription of Home:	YEAR: 2018	<b>SIZE:</b> 14x36	MANUFACTURER: Savannah	SERIAL NUMBER: CS2022042TN	STOCK #
	ivery Address:	625 Calhoun A	ve, Pensocola	. FL 32507		22042A
agree	ement, represent the final	ent, together wit	h all attachments	s, schedules, exhibits, and other	the condition of the Home and there are No s" condition except for ONLY what is liste documents that both are referenced in this a s relating to the subject matter of this agree understandings, and agreements relating to	d on this "Promise Sheet:" T
1.)	Buyer(s) is(are) r place the home o and acknowledge	esponsible for of on the site listed all regulations f	btaining any an as "Delivery Ad have been met.	d all permits required by local dress." Buyer(s) must repres	, county, state, or any other jurisdiction ent to Seller if the Delivery location is in	the subject matter.
2.)	See Notice of Ma	nufacturer's War	ranty following.			
<b>4.)</b>	Seller agrees to De to their home-site. Buyer(s) must have Buyer(s) could be c	eliver and Set-up Buyer(s) assum a representativ	the Home at the e all liability for e at the deliver	nted, or owned) during the pre ne Delivery Address. Buyer(s damage to the Home or prop y site to insure proper placem	with the State regulations. Buyer(s) a reasponsible for providing a clear and u o the home site. Buyer(s) shall be reas eperation of the Dirt Pad. ) are reasponsible for ensuring a clear p erty caused by delivering the Home to B ent of your Home. Seller is reasponsible uch as bulldozers or wreckers. Tires an 30 days of this transaction, the Custome	ponsible for any bath from the public road Buyer's home-site.
5.)	Buyer(s) is(are) NO	T purchasing ski	rting or the inst	allation of skirting or underpin		
5.)				installation of an AC unit from		
.)	Buyer(s) is(are) reas line.	sponsible for the	Trim Out of the	eir multi-section home. Trim C	Dut refers to all cosmetic work to be per	formed at the marriage
.)	DUVERSI IS(2ra) not	Ourobooine T.			and their agents agree not to enter the Hold Seller Harmless for any injuries ca	
)	Buyer(s) is(are) reas reasponsbile for prov is(are) reasponsbile f Buyer(s) is(are) reas Home, Buyer(s) is(are)	ponsible for prov riding electrical s for hooking up se ponsbile for hool	iding a septic s ervice to the ho ewer service to king up water se	system to the Home in accord ome. Buyer(s) is(are) reaspon the Home. Buyer(s) is(are) re ervice to the Home. Buyer(s)	ance with local codes and regulations. E sbile for hooking up water service to the easponsbile for hooking up electrical se is(are) reasponsbile for hooking up sew b. Buyer(s) is(are) reasponsbile for hook orne. Buyer(s) is(are) reasponsbile for h	Buyer(s) is(are) Home. Buyer(s) rvice to the Home.

10.) Furniture t 20 ſ SUC Hen ٩ ſ

BY SIGNING BELOW, THE BUYER AND SELLER ACKNOWLEDGES THAT THERE HAS BEEN NOTHING PROMISED TO THE BUYER FROM THE SELLER OTHER THAN WHAT IS LISTED ABOVE.

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Buyer	11/6/2018
Buyer	Date = Date = Date = Date = Seller: by its Agen)



## NOTICE OF MANUFACTURER'S WARRANTY

- 1. You are purchasing a new mobile home that includes a one (1) year Manufacturer's Warranty.
- Included with your mobile home is your Home Owner's Manual with a "30 Day Inspection Punch List" that should be completed and mailed to
   If your mobile is a state of the manufacturer.
- If your mobile home is found to be defective after this transaction, the Buyer should contact the manufacturer if it is within the one (1) year
   The Guilton with a statement of the stat
- The Seller will be Held Harmless and is not responsible in any way, shape or form for any of the Improvements or Service that
   The Seller will be Held Harmless and is not responsible in any way, shape or form for any of the Improvements or Service that
- 4. The Seller does not guarantee that the information provided by the Seller is accurate concerning the Make, Model, Year, Size, Manufacturer, Condition or Acreage (If Applicable). It is the sole responsibility of the Buyer to inspect the home being sold to confirm the accuracy of the information listed in all agreements pertaining to the home being sold.
- 5. It is the sole responsibility of the Buyer if there is any Lot Rent, Land Fees, Taxes, or any other fee that may occur pertaining to the home listed below.
- 6. It is the sole responsibility of the Buyer to Purchase New Keys and Locks and to install the New Keys and Locks on each and every door in the home listed below at the expense of the Buyer.
- The Seller will not be Responsible and will be Held Harmless for any Contract Labor that is hired by the Buyer. The Buyer assumes full responsibility for any Contract Labor that is hired at any time for any reason whatsoever.
- 8. Buyer should follow the instructions contained in the Home Owner's Manual to maintain the Manufacturer's Warranty.

## THERE ARE NO EXCEPTIONS WHATSOEVER FOR ANY OF THE ITEMS LISTED ABOVE!

	a of Home: 625 Calhoun Ave, Pensocola,	YEAR: 2018 FL 32507	SIZE: 14x36	MANUFACTURER: Savannah	SERIAL NUMBER: CS2022042TN
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By signing below, the Buyer agrees to hold the seller harmless from any loss and the Buyer acknowledges that he/she has read each and every word in the above notice of Manufacture's Warranty Agreement and that the Buyer fully understands all of the language in this agreement; furthermore, the Buyer also acknowledges that he/she is fully aware that there will be absolutely no service, warranty or

improvements made by Regional to the home being sold of any kind: limited, expressed or implied.

Buver

Buyer



**Social Security Number** 

11/6/2018

Date

## **RECORDED CLOSING**

Hello My Name Is <u>Cester Hundricks</u> .
Today's date is 11/6/2018
agree to have this closing recorded?
We are here to close on the purchase of your 2018 Ax36 Savannah 1+1.00
The purchase price including all taxes and fees is
ou are trading in

We recommend that you carry homeowner's insurance on your home. This is normally required when financing through a bank or mortgage company.



## **BUYER(S) POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby appoints an employee or agent of Regional Enterprises, LLC as my/our true and lawful attorney-in-fact with power of substitution and revocation to apply for certificate or duplicate of title to register and/or to transfer or assign the title to any person the following described manufactured home:

Description of IV	YEAR:	SIZE:	MANUFACTURER:	SERIAL NUMBER:
Description of Home or Land & Home	2018	14x36	Savannah	CS2022042TN

And for said purpose(s) and to do only what is necessary to this appointment and to transfer or assign title to any property taken in trade or consideration for the purchase of the above described manufactured home.

State of Alabama Notary Public at Large My Commission expires 04/29/2019

(SEAL)

MOBILE	CASH RECEIPT Date 11/6/18 170159 Received From 1 ester Hendricks
CENTER OF 45.8500	Address LOS Calhoun Ave Pensocolor FL 32507 Dollars \$37,120.00 For Purchase of S#20042
CRB 111-2 REGIONAL HOME 251.6	ACCOUNT HOW PAID AMT. OF ACCOUNT 31)00 0.0 CASH 1370 00 AMT. PAID 3210 0.0 CHECK 3100000 BALANCE DUE DUE MONEY ORDER D CREDIT CARD

**REGIONS** 

CASHIER'S CHECK

LESTER W HENDRICKS / MODILE HOMA

THIRTY ONE THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: REGIONAL HOME CENTER OF MOBILE

1

NOT NEGOTIABLE CUSTOMER COPY

\$31,000.00

**Regions Bank** 

Branch AL00150 CC000150

Fee

\$8.00

<b>A.</b>	SETTLEMENT STATEMENT	B. TYPE OF LOAN	
-	dable Title Services of Florida, Ind 520 East Strawbridge Avenue Melbourne, Florida 32901 321-473-8062 fac: 321-473-8306	4. VA 5. CONV. INS. 6. File Munder: 7. Lem Number: 18-0562 8. Mertyage Inz. Cam Nu.:	
C. NOTE: This form is fur	ished to give you a statement of actual settlement co outside the closing. They are shown here for informa	sts. Amounts paid to and by the sottlement agent are shown. Items marked	
(poc) were paia	Lester W. Hendricks and Tricia A. Hendrick	ks, husband and wife	
D. Buyer:	8065 Lavelle Way, Lot 6A Pensacola, Florida, 32526		
E. Seller:	Wilmington Savings Fund Society, FSB, a: 1600 South Douglass Road, Suite 130A Anaheim, California 92806	s Trustee of Upland Mortgage Loan Trust B	
F. Lender:			
G. Property: H. Settlement Agent:	625 Calhoun Ave Pensacola, Escambia County, Florida 325 Lot 23, Bk 64, Beach Haven Subdivision, J Dependable Title Services of Florida, Inc.	)7 Bk 46, Pg 51, Escambia County, Florida	
Place of Settlement:	520 East Strawbridge Avenue, Melbourne,	Florida 32901 Brevard County	
I. Settlement Date:	October 15, 2018	······································	
J. Summary o	f Buyer's Transaction	K. Summary of Seller's Transaction	
100. Gross Amount D	ue From Buyer:	400. Gross Amount Due To Seller:	
101. Contract Sales P			000.0
102. Personal Propert		402. Personal Property	
	ges to Buyer (line 1400) 401.50	Adjustments for Items Paid by Seller in Advance:	
106. City / Town Tax	tems Paid by Seller in Advance:	406. City / Town Taxes	
107. County / Parish		407. County / Parish Taxes	
108. Assessments		408. Assessments	
109. Non-Ad Valorer	n Tax Assessments	409. Non- Ad Valorem Tax Assessments	
120. Gross Ámount ]	Due from Buyer: 19,401.50	) 420. Gross Amount Due to Seller: 19.	,060.6
200 Amounts Paid h	y or in Behalf of Buyer:	500. Reductions in Amount Due to Seller:	
201. Deposit / Earnes			
202. Principal Amoun	t of New Loan		982.5
203. Existing Loan(s)		503. Existing Loan(s)	
204.		504. Payoff of First Mortgage	
205.	······	505. Payoff of Second Mortgage	
206.		506. Purchase Money Mortgage	
Adjustments for 1 210. City / Town Tax	tems Unpaid by Seller:	Adjustments for Items Unpaid by Seller: 510. City / Town Taxes	•••
	Taxes Jan 1, 2018 thru Oct 261.8	County / Parish Taxes Jan 1 2018 thru Oct	261.8
212. Assessments		512. Assessments	
	m Tax Assessments Oct 1,	Non- Ad Valorem Tax Assessments Oct 1, 513. 2018 then Oct 14, 2018	4.6
215. 2018 thru Oct 14	4.0.	ANALHING ON A BARAY	
220. Total Paid by /	for Buyer: 1,766.5	520. Total Reductions in Amount Due Seller: 2.	249.(
300. Cash at Settleme		600. Cash at Settlement to / from Seller:	
301. Gross Amount d	ue from Buyer (line 120) 19,401.50		,000.0
302. Less Amount Pa	id by/for Buyer (line 220) 1,766.5	602. Less Reductions Amount due Seller (line 2, 520)	,249.0
303. Cash From I	Suyer: \$17,634.99	603. Cash To Seller: \$16,7	50.98

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L. Settlement Charges		D
700. Total Sales / Broker's Commission: Based on Price \$19,000.00 is \$830.00	Paid from Buyer's	Paid from Seller's
Division of Commission as follows	Funds at	Funds a
701. 415.00 to All Florida Property Group, Inc. ( - Commission \$570 less \$155 technology fee)	Settlement	Settlemen
702. 415.00 to Allison A Reynolds LLC ( - Commission \$570 less \$155 prop offer fee)		
703. Commission Paid at Settlement		830.00
704. Realtor Transaction Fee		
705. Technology Fee to Pyramid Platform, LLC	<u> </u>	155.00
706. Prop Offer Fee to Pyramid Platform, LLC		155,00
800. Items Payable in Connection with Loan: 801. Loan Origination Fee		
801, Loan Origination Fee 802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Daily interest charge		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium 904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1000. Reserves Deposited with Lenner.		
1002, Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Dependable Title Services of Florida, Inc.	350.00	350.0
1102. Abstract or Title Search to Old Republic National Title Insurance Company		25.0
1103. Title Examination 1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
Attomay Fige		
1107. Anomey recs (includes above item numbers:		
1108. Title Insurance to Dependable Title Services of Florida, Inc.		109.24
(includes above item numbers:		103.2.
1109. Lender's Coverage 0.00		
1110. Owner's Coverage 19,000.00 Risk Rate \$109.25		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 27.00 Mortgage 0.00 Releases 30.00	27.00	30.00
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00		
1203. State Tax/Stamps: Deed 133.00 Mortgage 0.00		133.00
1204. Intangible Tax to Clerk of the Circuit Court		
1205. E-Recording Fees to Simplifile for Clerk of the Circuit Court	4.50	13.5
1206. POA Recording Fees to Simplifile for Clerk of the Circuit Court		69.5
1207. POA Affidavit Recording Fees to Simplifile for Clerk of the Circuit Court		18.5
1300. Additional Settlement Charges:		
1301. Survey 1302. Pest Inspection		
1303. County Taxes - 2017 to Escambia County Tax Collector (poc \$555.85 by Seller)		
1304. Municipal Lien Search to PropLogix		93.70
1305. Document Scanning and Storage Fee to Flagler Document Imaging and Storage, Inc.	20.00	2001
1306.		
1307		
1308	1	
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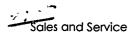
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## **REGIONS**

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### **Domestic Wire Transfer Request/Authorization**

#### Originator/Payment By:

LESTER W HENDRICKS	CRED 4000220379624675 DL 01502965 SD 08/09/1967 08/18/2015 08/09/2020 CUSTOMER IDENTIFICATION		
8065 LAVELLE WAY LOT A			08/09/1967
PENSACOLA FL 32526-8446	<del></del>		

#### **Transfer Instructions:**

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SEACOAST NATIONAL BANK	STUART FL TARGET BANK CITY, STATE	TARGET BANK ABA
BENEFICIARY BANK NAME	BENEFICIARY BANK CITY, STATE	BENEFICIARY BANK ACCOUNT NUMBER
DEPENDABLE TITLE SERVICE OF FLORID BENEFICIARY'S NAME	520 EAST STRAWBRIDGE AVE BENEFICIARY'S ADDRESS	BENEFICIARY'S ACCOUNT NUMBER
	MELBOURNE FL 32901 BENEFICIARY'S CITY, STATE, ZIP, OR COUNTRY	
Originator to Beneficiary Information (optional);	Bank to Bank Information (oj	btional):
FILE NUMBER 18-0562 HENDRICKS AND		
625 CALHOUN AVE, PENSACOLA, FL		
32507		
igning below, Originator authorizes Regio		Rer described on this request a
gning below, Originator authorizes Region sees to be bound by the terms and condit of. Originator certifier that the information	ns Bank to effect the Funds Trans tions of the Funds Transfer	Rer described on this request o
gning below, Originator authorizes Region tees to be bound by the terms and condit tof. Originator certifier that the information of the originator certifier that the information of the originator certifier that the information	ns Bank to effect the Funds Trans tions of the Funds Transfer Agree n contained in this reduced source	Rer described on this request a
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Additional charges may apply for notification services. Notification services are only available to customers that have entered into a separate funds transfer agreement with the Regions Money Transfer Department.

### Thank you for banking with Regions!

- ...

### **OUTGOING WIRE TRANSFER QUESTIONNAIRE**

- Attach the completed Wire Transfer Questionnaire to the branch copy of the Wire Transfer request form.
- When a Wire Transfer requires approval outside the branch, the questionnaire and Wire Transfer request form should be scanned to your CBM.
- Reminders for Wire Transfer request completion:
  - o Consumer Wires:
    - The name of the customer signing the Wire Transfer request form should be the same name listed as the originator on the form
  - o Business Wires:
    - o The name of the business should be selected as the originator on the form
    - o All lines below the authorized signer must be completed on the Wire Transfer request form
  - o International Wires:
    - Provide the second page disclosure to the customer. The customer should **ONLY** sign if they wish to cancel the request
  - o Completed Wire Transfer request and questionnaire should be filed in ROB

Please document the answers to the following questions. Providing false information may be subject to disciplinary / <u>action up</u> to and including termination.

YES or NC

YES or/NO

YES dr NO

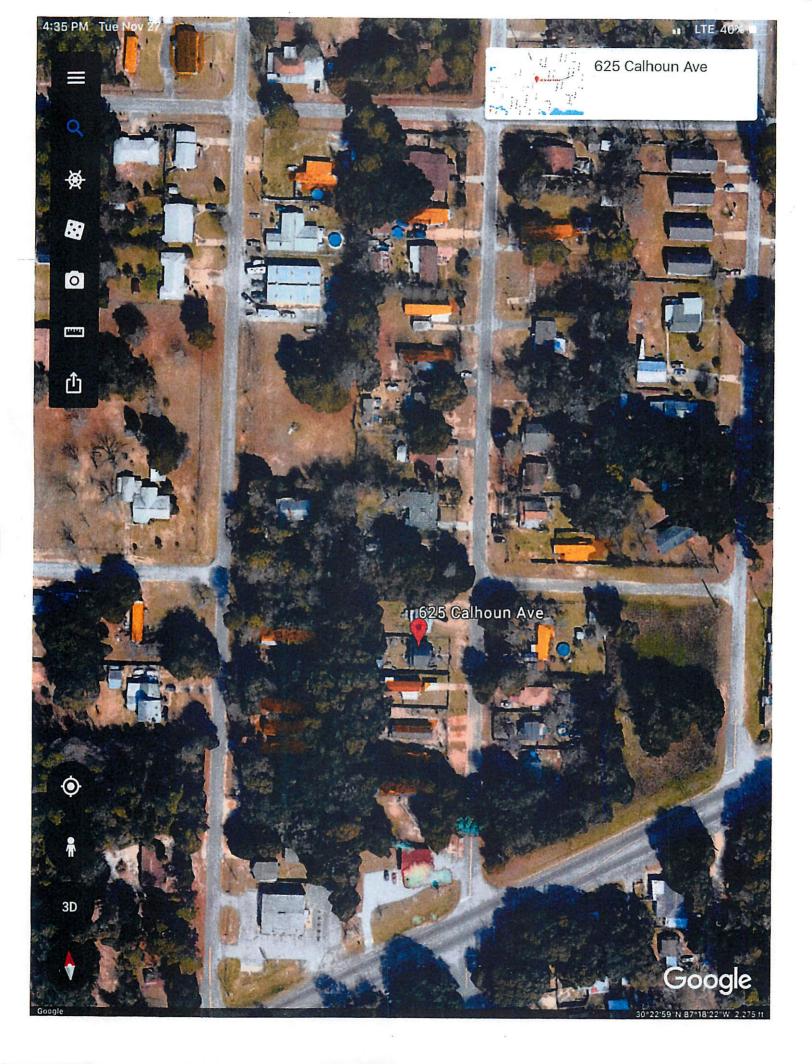
YES ልr NO

**YES or NO** 

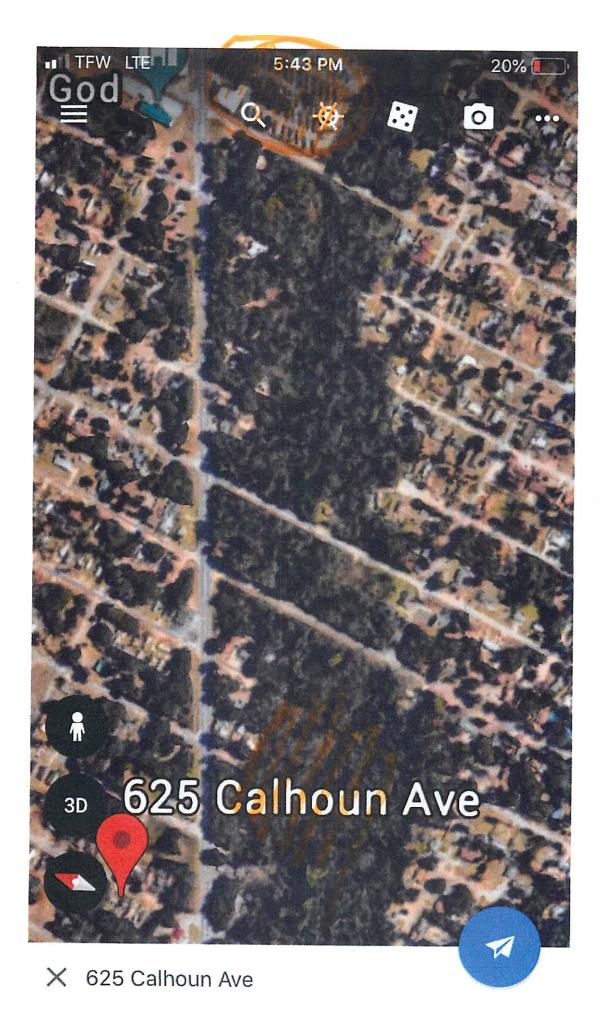
br NO

- Sequence Number
- Did the customer sign in your presence?
- Is this a known customer?
- Was the ID recently issued?
- Was the person sending the wire verified as an account owner or authorized signer?
- When was the account opened?
- Has the balance on the account been verified to ensure funds are collected?
  - o Have available funds been in the account for more than 10 business days?
  - o If not, has the source of funds been verified?
- If there were any concerns with the transaction, did a second associate review the account? YES or NO

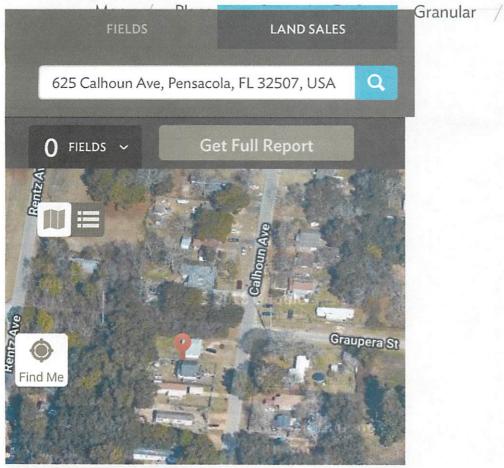
pose of the wire? Signature of Associate Submitting Wire











Man data ©2018 Google Imagery ©2018 , DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency Log In

Sign Up

	181122388 BD
Building Permit Application	BUILDING PERMIT NO.:
DEMOLITION	MASTER PERMIT NO.:
Escambia County, FL	DATE:
Job Address: 625 Calhoun Ave	Floor/Unit No.:
Contractor	Phone No.:
Owner: Lester IN Hendrict S	Phone No.:
	nmercial 🖾 Residential
No. of Units:	
Total Square Footage:	
Description of work: Demo existing Prepare site f	800 sf. structure due to rot / decay a recieve mobile nome
Type of Drainage System : Sewe	er Septic
EHD Tank Abandonment Number:	
Service Utility Connections:	
Electrical	bing Gas
Driving Directions: Cillian to Gulf	ſ
performed to meet the standards of all laws regulating construction in this jurisdiction. I up POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, HEATING, A SPRINKLER, ROOFING AND INSTALLATIONS, ETC. <u>OWNER'S AFFIDAVIT</u> : I certify th regulating construction and zoning. <u>WARNING TO OWNER</u> ; YOUR FAILURE TO RECC TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AT TI	d. I certify that no work has been commenced prior to the issuance of a permit and that all work will be inderstand that a separate permit may be required for all ELECTRICAL, PLUMBING, SIGNS, WELLS, IND VENTLATING SYSTEMS ELEVATORS, ESCALATORS AND TRANSPORTING ASSEMBLINGS, GAS, hat the foregoing information is accurate and that all work will be done in compliance with all applicable laws ORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS HE ESCAMBIA COUNTY CLERK OF COURTS AND A CERTIFIED COPY FILED AT THE BUILDING FAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR
	pplication, you hereby certify that you are the authorized agent of the owner. perty in question is being subjected to possible liens and/or attachment, and must
Signature of Owner or Agent: Than Wafen	Date:// C/B Signature of Contractor: Date:
Notary as to Owner or Agent:	Notary as to Contractor:
STATE OF FLORIDA/COUNTY OF SCAMBIA	STATE OF FLORIDA/COUNTY OF
Sworn to and subscribed before me this 6 day of NOV, 2018 by LESTERW, HENDRy to Stikned Sersonally	Sworn to and subscribed before me this day of, 20, by,
known to me or who has produced O/ as identification.	who is fis not personally known to me and producedas identification.
SIGNATURE OF NOTARY Printed Name of Notary: <u>IRACI</u> TODOWIN Comm. Expires:	SIGNATURE OF NOTARY Printed Name of Notary: Comm. Expires:
Escrow Acct. No.	Contractor's License No.:
Form 100.6	Revised 04/16
STRUPPUS * STRUPUS * STRUPPUS * STRUP * STRUPPUS * STRUPPUS * STRUPPUS * STRUPPUS * STRUPPUS * STRUPPUS * STRUPPUS * STRUPPUS * STRUP * STRUPPUS * STRUPPUS * STRUPPUS * STRUP * STRUP * STRUPUS *	TRACI GOODWIN Commission # GG 215975 Expires May 9, 2022 Bonded Thru Budget Notary Services

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA



Building Services Department 3363 West Park Place, Pensacola, FL 32505 Telephone No.: (850) 595-3550 Facsimile: (850) 595-3575 www.myescambia.com

#### "OWNER/BUILDER" APPLICATION FOR CONTRACTOR EXEMPTION

#### Florida Statutes 489.103 Exemptions.

7) Owners of property may act as their own contractor and provide direct, onsite supervision themselves of all work not performed by licensed contractors:

(a) When building or improving farm outbuildings or one-family or two-family residences on such property for the occupancy or use of such owners and not offered for sale or lease, or building or improving commercial buildings, at a cost not to exceed \$75,000, on such property for the occupancy or use of such owners and not offered for sale or lease. In an action brought under this part, proof of the sale or lease, or offering for sale or lease, of any such structure by the owner-builder within 1 year after completion of same creates a presumption that the construction was undertaken for purposes of sale or lease.

(b) When repairing or replacing asphalt or fiberglass shingles or wood shakes on one-family, two-family, or three-family residences for the occupancy or use of such owner or tenant of the owner and not offered for sale within 1 year after completion of the work and when the property has been damaged by natural causes from an event recognized as an emergency situation designated by executive order issued by the Governor declaring the existence of a state of emergency as a result and consequence of a serious threat posed to the public health, safety, and property in this state.

This subsection does not exempt any person who is employed by or has a contract with such owner and who acts in the capacity of a contractor. The owner may not delegate the owner's responsibility to directly supervise all work to any other person unless that person is registered or certified under this part and the work being performed is within the scope of that person's license. For the purposes of this subsection, the term "owners of property" includes the owner of a mobile home situated on a leased lot. To qualify for exemption under this subsection, an owner must personally appear and sign the building permit application and must satisfy local permitting agency requirements, if any, proving that the owner has a complete understanding of the owner's obligations under the law as specified in the disclosure statement of this section. If any person violates the requirements of this subsection, the local permitting agency shall withhold final approval, revoke the permit, or pursue any action or remedy for unlicensed activity against the owner and any person performing the work that requires licensure under the permit issued. The local permitting agency shall provide the person with a disclosure statement.

Owners violating the above shall be subject to a penalty under Florida Statute 455.228 and may be issued a citation and/or civil penalty.

Initials

#### **DISCLOSURE STATEMENT**

Florida Statute 489.103(7) requires all owners of property acting as their own contractor to complete the following disclosure statement. This is an affidavit for contractor exemption for owner/builders applying for building permits in the unincorporated areas of Escambia County.

# NOTE: A person who knowingly makes a false written declaration may be guilty of the crime of perjury, a felony of the third degree, punishable as approved by Florida Statutes 775.082, 775.083 OR 775.084.

- 1. **I UNDERSTAND** that state law requires construction to be done by a licensed contractor and have applied for an owner-builder permit under an exemption from the law. The exemption specifies that I, as the owner of the property listed, may act as my own contractor with certain restrictions even though I do not have a license.
- 2. **I UNDERSTAND** that building permits are not required to be signed by a property owner unless he or she is responsible for the construction and is not hiring a licensed contractor to assume responsibility.
- 3. I UNDERSTAND that, as an owner-builder, I am the responsible party of record on a permit. I understand that I may protect myself from potential financial risk by hiring a licensed contractor and having the permit filed in his or her name instead of my own name. I also understand that a contractor is required by law to be licensed in Florida and to list his or her license numbers on permits and contracts.
- 4. I UNDERSTAND that I may build or improve a one-family or two-family residence or a farm outbuilding. I may also build or improve a commercial building if the costs do not exceed \$75,000. The building or residence must be for my own use or occupancy. It may not be built or substantially improved for sale or lease. If a building or residence that I have built or substantially improved myself is sold or leased within 1 year after the construction is complete, the law will presume that I built or substantially improved it for sale or lease, which violates the exemption.
- 5. **I UNDERSTAND** that, as the owner-builder, I must provide direct, onsite supervision of the construction.
- 6. I UNDERSTAND that I may not hire an unlicensed person to act as my contractor or to supervise persons working on my building or residence. It is my responsibility to ensure that the persons whom I employ have the licenses required by law and by county or municipal ordinance.
- 7. I UNDERSTAND that it is a frequent practice of unlicensed persons to have the property owner obtain an owner-builder permit that erroneously implies that the property owner is providing his or her own labor and materials. I, as an owner-builder, may be held liable and subjected to serious financial risk for any injuries sustained by an unlicensed person or his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an owner-builder and am aware of the limits of my insurance coverage for injuries to workers on my property.

- 8. I UNDERSTAND that I may not delegate the responsibility for supervising work to a licensed contractor who is not licensed to perform the work being done. Any person working on my building who is not licensed must work under my direct supervision and must be employed by me, which means that I must comply with laws requiring the withholding of federal income tax and social security contributions under the Federal Insurance Contributions Act (FICA) and must provide workers' compensation for the employee. I understand that my failure to follow these laws may subject me to serious financial risk.
- 9. I AGREE that, as the party legally and financially responsible for this proposed construction activity, I will abide by all applicable laws and requirements that govern owner-builders as well as employers. I also understand that the construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.
- 10. I UNDERSTAND that I may obtain more information regarding my obligations as an employer from the Internal Revenue Service, the United States Small Business Administration, the Florida Department of Financial Services, and the Florida Department of Revenue. I also understand that I may contact the Florida Construction Industry Licensing Board at (850) 487-1395 or www.myfloridalicense.com for more information about licensed contractors.
- 11. I AM AWARE OF, AND CONSENT TO, an owner-builder building permit applied for in my name and understand that I am the party legally and financially responsible for the proposed construction and/or repair activity at the following address:

625 Calhoun Ave 1. 596019 Property Address:

12. I agree to notify ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION immediately of any additions, deletions, or changes to any of the information that I have provided on this disclosure.

Licensed contractors are regulated by laws designed to protect the public. If you contract with a person who does not have a license, the Construction Industry Licensing Board and Department of Business and Professional Regulation may be unable to assist you with any financial loss that you sustain as a result of a complaint. Your only remedy against an unlicensed contractor may be in civil court. It is also important for you to understand that, if an unlicensed contractor or employee of an individual or firm is injured while working on your property, you may be held liable for damages. If you obtain an owner-builder permit and wish to hire a licensed contractor, you will be responsible for verifying whether the contractor is properly licensed and the status of the contractor's workers' compensation coverage. You may verify any Contractor's license status with the Escambia County Contractor Licensing Section at (850)595-3509.

Before a building permit can be issued, this disclosure statement must be completed and signed by the property owner and returned to the local permitting agency responsible for issuing the permit. A copy of the property owner's driver license or other type of

verification acceptable to the local permitting agency is required when the permit is issued.

By signing this document I affirm and/or attest that I have read and understand my responsibilities under the owner/builder exemption allowed by 489.103 sub-section 7 Florida Statutes. I further understand that a violation of this exemption is a misdemeanor of the first degree punishable by a term or imprisonment not exceeding 1 year and a \$1,000.00 fine in addition to any civil penalties. In addition, Escambia County may withhold final approval, revoke the permit, or pursue any action or remedy for unlicensed activity against the owner and any person performing work that requires licensure.

**Owner's Initials** 

Signature: SIGNATURE OF OWNER/BUILDER

Printed Name of Owner/Builder:

STATE OF FLORIDA COUNTY OF ESCAMBIA

SUBSCRIBED BEFORE ME this day of <u>NOV</u>, 20, personally appeared <u>ESTER</u> <u>HENDRICKS</u> who is personally known to me or produced <u>S. D. D//</u> as identification, and who did/did not take an oath.

TARY PUBLIC

TRACI GOODWIN Commission # GG 215975 Expires May 9, 2022 Bonded Thru Budget Notary Services

#### NOTICE CONCERNING INSPECTIONS:

- ✓ This permit will become null and void if construction is not started or a passing inspection is not recorded within 180 days of issuance.
- Permits must be posted in a conspicuous location at the jobsite and visible from the road, at eye level (5' high) and protected from inclement weather.
- ✓ Job location must be either unlocked or inhabited to allow entrance to the inspector.
- ✓ Physical address must be posted in accordance with Escambia County Ordinance No. 86-11.
- ✓ Sanitary facilities, (i.e., a portable toilet or access to established facilities) are required on jobsite at time of inspection.
- ✓ If you are uncertain about whether an inspection is required, please call the Building Inspections Division at (850) 595-3550.
- ✓ ALL PERMITS REQUIRE A FINAL INSPECTION.

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Recorded in Public Records 10/16/2018 3:12 PM OR Book 7984 Page 333, Instrument #2018083000, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$133.00

> Prepared by and Return to: Dependable Title Services of Florida, Inc. Darci Jo Riley 520 East Strawbridge Avenue Melbourne, Florida 32901 Our File Number: 18-0562 Property Appraiser Parcel ID Number: 352S311000023064

#### SPECIAL WARRANTY DEED

THIS INDENTURE, made this 15th day of October, 2018, between Wilmington Savings Fund Society, FSB, as Trustee of Upland Mortgage Loan Trust B, whose mailing address is: c/o Carrington Mortgage Services, 1600 South Douglass Road, Suite 130A, Anaheim, CA 92806, hereinafter called the Grantor, and Lester W. Hendricks and Tricia A. Hendricks, husband and wife, whose mailing address is: 625 Calhoun Avenue, Pensacola, Florida 32507, hereinafter called the Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH: That said Grantor, for and in consideration of the sum of \$10.00 DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, his/her/their heirs and assigns, the following described property, towit:

Lot 23, Block 64, Beach Haven Subdivision, a subdivision of a portion of Section 35, Township 2 South, Range 31 West, and Section 54, Township 2 South, Range 30 West, as recorded in Deed Book 46 at Page 51, Public Records of Escambia County, Florida.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and 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 the Grantee, that Grantor is lawfully scized 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 claiming by, through or under the Grantor.

Special Warranty Deed

Page 1 of 2

1 1

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness signature Jerry Kubik

Print witness name

Nancy Santillan Print witness name Upland Mortgage Loan Trust B By: Carnington Mortgage Services, LLC. a Delaware Limited Mability Company, Its Attorney-in-Fact

Wilmington Savings Fund Society, FSB, as Trustee of

OCT 1 2 2018 Scott Flazen By: Print Name Manager

Title: Carribaton Mortinge Services, LLC, Attorney in Fact

See Attached

THE FOREGOING INSTRUMENT was acknowledged before me this day of October, 2018 by of Carrington Mortgage Services, LLC. a Delaware Limited as Liability Company, on behalf of said entity, who is personally known to me or who has produced

\_\_\_as identification.

Notary Public

Print Notary Name

State of California County of Orange

My Commission Expires:

Notary Seal

Special Warranty Deed

BK: 7984 PG: 335 Last Page

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ACKNOWLEDGMENT	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County ofOrange)	
On October 12, 2018 before me, Christian Proano - Notary Public (insert name and title of the officer)	
personally appeared Scott Hazen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	-' n
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature (Seal)	

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### Board of County Commissioners • Escambia County, Florida

Tonya Gant, Director Neighborhood & Human Services Department

Clara Long, Division Manager Community Redevelopment Agency

February 26, 2019

Horace Jones, Director Escambia County Planning & Zoning Division 3363 West Park Place Pensacola, FL 32505

#### SUBJECT: VESTED RIGHTS CASE: PARCEL#35-2S-31-1000-023-064 ADDRESS: 625 Calhoun Avenue

Horace,

I have reviewed the Vested Rights Application package for the abovementioned location and my comments are below:

The property is within the Warrington Redevelopment Area and subject to the Warrington Overlay. As per, Sec. 3-3.8 (d)(1), Manufactured (mobile) homes are a prohibited use.

We support the Planning Board's jurisdiction and process to resolve this matter.

If you have any questions or comments, please contact me at 850-595-3596.

Sincerely. Division Manager Clara Long, CRA

221 Palafox Place • Pensacola, Florida 32502 850.595.4988 • www.myescambia.com

