

### TAX COLLECTOR'S CERTIFICATION

**Application  
Date / Number**  
Nov 7, 2013 / 130878

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 5940.0000**, issued the **1st day of June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 09-1865-100**

**Certificate Holder:**  
RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, FLORIDA 33614

**Property Owner:**  
LEWIS DAVID  
4732 PEBBLE CREEK DR  
PENSACOLA, FLORIDA 32526

**Legal Description:** 39-1S3-131

S 1/2 OF LT 13 & ALL OF LT 14 BLK 2 BELLVIEW HEIGHTS PB 1 P 27 OR 4090 P 1202 LESS DB 508 P 73 RD R/W

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

**CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2011	5940.0000	06/01/11	\$3,798.33	\$0.00	\$498.53	\$4,296.86

**CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	5199.0000	06/01/13	\$3,830.39	\$6.25	\$191.52	\$4,028.16
2012	5711.0000	06/01/12	\$3,787.19	\$6.25	\$227.23	\$4,020.67

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2013)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. \_\_\_\_\_
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....( %)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$12,345.69
\$0.00
\$1,845.35
\$150.00
\$75.00
\$14,416.04
\$6.25

\*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By: *Shirley Rich, CFA*  
*Senior Deputy Tax Collector*

Date of Sale: *4<sup>th</sup> August 2014*

\* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

**Notice to Tax Collector of Application for Tax Deed**

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF  
SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, Florida, 33614**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
5940.0000	09-1865-100	06/01/2011	39-1S3-131 S 1/2 OF LT 13 & ALL OF LT 14 BLK 2 BELLVIEW HEIGHTS PB 1 P 27 OR 4090 P 1202 LESS DB 508 P 73 RD R/W

**2013 TAX ROLL**

LEWIS DAVID  
4732 PEBBLE CREEK DR  
PENSACOLA , Florida 32526

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

GULFLIFT (Matt Sheehan)

Applicant's Signature

11/07/2013

Date

# Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-517

## OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11165

May 7, 2014

Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 05-06-1994, through 05-07-2014, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

David Lewis AKA David F. Lewis

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

May 7, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11165

May 7, 2014

**391S313100130002 - Full Legal Description**

S 1/2 OF LT 13 & ALL OF LT 14 BLK 2 BELLVIEW HEIGHTS PB 1 P 27 OR 4090 P 1202 LESS DB 508 P 73 RD R/W

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11165

May 7, 2014

**UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:**

1. Mortgage executed by David Lewis AKA David F. Lewis to Daniel Evans Shook, Trustee of the Ruth McLaren Shook Living Trust, dated 01/08/1997 and recorded in Official Record Book 4090 on page 1210 of the public records of Escambia County, Florida. given to secure the original principal sum of \$95,000.00. Assignment to Paul M. Shook and Donna S. Smith co-trustees for the Paul M. Shook Living Trust dated 08-09-2000 recorded in O.R. Book 7008, page 1667.
2. MSBU Lien filed by Escambia County recorded in O.R. Book 4456, page 280.
3. Code Enforcement Lien filed by Escambia County recorded in O.R. Book 7126, page 963, and amended in O.R. Book 7126, page 1891.
4. Possible Judgment filed by State of Florida/Escambia County recorded in O.R. Book 6677, page 1285.
5. Taxes for the year 2010-2013 delinquent. The assessed value is \$109,245.00. Tax ID 09-1865-100.

**PLEASE NOTE THE FOLLOWING:**

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE  
PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-4-2014

TAX ACCOUNT NO.: 09-1865-100

CERTIFICATE NO.: 2011-5940

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- Notify City of Pensacola, P.O. Box 12910, 32521  
  Notify Escambia County, 221 Palafox Place, 4th Floor/  
190 Governmental Center, 32502  
  Homestead for        tax year.

David Lewis aka David F. Lewis  
4732 Pebble Creek Dr.  
Pensacola, FL 32526

Escambia County Code Enforcement  
3363 West Park Place  
Pensacola, FL 32505

Unknown Tenants  
6335 Mobile Hwy.  
Pensacola, FL 32526

State of Florida/Escambia County  
190 Governmental Center  
Pensacola, FL 32502

Paul M. Shook & Donna S. Smith,  
Co-Trustees for the Paul M. Shook  
Living Trust dated 8-9-2000  
210 St. Augustine Ave.  
Pensacola, FL 32503

Certified and delivered to Escambia County Tax Collector,  
this 9th day of May, 2014.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

6.00  
770.00

DR BK 4090 P61202  
Escambia County, Florida  
INSTRUMENT 97-354733

THIS DOCUMENT PREPARED BY:

Richard M. Colbert, Esquire  
Clark, Partington, Hart, Larry,  
Bond, Stackhouse & Stone  
125 West Romana Street, Suite 800  
Post Office Box 13010  
Pensacola, Florida 32591-3010  
(904) 434-9200

DEED DOC STAMPS PD @ ESC CO \$ 770.00  
01/13/97 ERNIE LEE MAGAHA, CLERK  
RCD Jan 13, 1997 11:21 am  
Escambia County, Florida  
Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 97-354733

TAX PARCEL I.D.#: 39-1S-31-3100-130-002

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**TRUSTEE'S DEED**

Rec'd  
1/7/97

THIS INSTRUMENT, made effective the 8th day of January, 1997, by DANIEL EVANS SHOOK, TRUSTEE OF THE RUTH MCLAREN SHOOK LIVING TRUST, A/K/A PAUL AND RUTH SHOOK LIVING TRUST, CREATED UNDER TRUST AGREEMENT DATED JUNE 19, 1981 (the "Grantor"), whose address is 295 East Jeanine Drive, Tempe, Arizona 85284, in favor of DAVID LEWIS (the "Grantee"), whose address is 6335 Mobile Highway, Pensacola, Florida 32526.

WITNESSETH, That Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey an undivided interest in and to the following property lying and being in Escambia County, Florida (the "Property"), and being more particularly described as follows:

The South one-half (1/2) of Lot 13, and all of Lot 14, Block 2, BELLVIEW HEIGHTS, a subdivision of a portion of Section 39, Township 1 South, Range 31 West, according to Plat thereof, as recorded in Plat Book 1, Page 27, of the Public Records of Escambia County, Florida. LESS AND EXCEPT that portion lying within fifty-five feet (55') of the survey line of State Road #10-A;

together with the tenements and appurtenances thereunto belonging.

SUBJECT to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities, restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the year 1997 and subsequent years.

TO HAVE AND TO HOLD the same unto Grantee, and to the proper use, benefit and behoof forever of said party Grantee.

IN WITNESS WHEREOF, Grantor has caused this Trustee's Deed to be executed by its duly authorized Trustee, effective as of the day and year first above written.

Signed, sealed and delivered in our presence:

GRANTOR/TRUSTEE:

Davina Greene  
Davina Greene  
Type/Print Name of Witness  
Shirley A. Williams  
Shirley A. Williams  
Type/Print Name of Witness

Daniel Evans Shook (SEAL)  
DANIEL EVANS SHOOK, Trustee

STATE OF Arizona  
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 7 date of January, 1997, by DANIEL EVANS SHOOK, Trustee. He is ( ) personally known to me, or he has produced proper identification and he did not take an oath.



Dawn Esposito  
Dawn Esposito  
(Type/Print/Stamp Name of Notary Public)  
My Commission Expires: 1-14-2000  
Commission No.: \_\_\_\_\_

10.50  
332.50  
190.00

This instrument was Prepared By:  
RICHARD M. COLBERT, Esquire  
CLARK, PARTINGTON, HART, LARRY,  
BOND, STACHOUSE & STONE  
125 West Romana Street, Suite 800  
Post Office Box 13010  
Pensacola, Florida 32501-3010

MTS DOC STAMPS PD @ ESC CO \$ 332.50  
01/13/97 ERNIE LEE MARRAS, CLERK  
By: *[Signature]*

INTANGIBLE TAX PD @ ESC CO \$ 190.00  
01/13/97 ERNIE LEE MARRAS, CLERK  
By: *[Signature]*

**PURCHASE MONEY MORTGAGE  
AND SECURITY AGREEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

DAVID LEWIS, whose address is 6335 Mobile Highway, Pensacola, Florida 32526, hereinafter called Mortgagor, in consideration of the principal sum specified in the promissory note hereafter described, made by Mortgagor to DANIEL EVANS SHOOK, Trustee of the Ruth McLaren Shook Living Trust, a/k/a Paul and Ruth Shook Living Trust, created under Trust Agreement dated June 19, 1981, whose address is 295 East Jeanine Drive, Tempe, Arizona 85284, hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby effective the 8th day of January, 1997 mortgages to the Mortgagee the real property in Escambia County, Florida, described as:

The South one-half (1/2) of Lot 13, and all of Lot 14, Block 2, BELLVIEW HEIGHTS, a subdivision of a portion of Section 39, Township 1 South, Range 31 West, according to Plat thereof, as recorded in Plat Book 1, Page 27, of the Public Records of Escambia County, Florida. **LESS AND EXCEPT** that portion lying within fifty-five feet (55') of the survey line of State Road #10-A;

as security for payment of the existing indebtedness represented by that certain promissory note of date even herewith for the sum of NINETY-FIVE THOUSAND AND NO/100THS DOLLARS (\$95,000.00), made by Mortgagor payable to the order of Mortgagee, with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions, and conditions set forth in the note, together with any and all renewals, extensions, modifications, consolidations, and extensions thereof.

(The property is not the constitutional property of Mortgagor.)

Mortgagor hereby mortgages all title hereafter acquired, as well as title heretofore acquired and does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Mortgagor agrees:

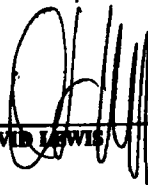
1. This mortgage shall also secure such future or additional advances as may be made by the Mortgagee at the option of Mortgagee to the Mortgagor, or the successors in title of Mortgagor, for any purpose provided that all such advances are to be made within twenty years from the date of this mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional future or additional advances as against the rights of creditors or subsequent purchasers for a valuable consideration. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed an amount equal to twice the original principal balance of the promissory note described hereinabove, plus interest thereon, and any disbursements made by the Mortgagee pursuant to the authority of this mortgage with interest on such disbursements.
2. To make all payments required by the note and this mortgage promptly when due.
3. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable on demand by Mortgagee and shall be secured by this mortgage.
4. To keep all buildings now or hereafter on the land insured against damage by fire and lightning in the sum secured by this mortgage, by an insurer satisfactory to the Mortgagee, the insurance policy to be held by and payable to the Mortgagee. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost hereof, with interest thereon from the date of payment at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. If any sum becomes payable under such policy, Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.
5. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the mortgaged property. Upon the failure of Mortgagor to keep the buildings on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an



increase in the amount of security, or the immediate repayment of the debt secured. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this mortgage.

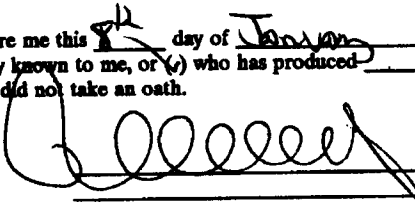
- 6. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the note or this mortgage, including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the rate specified in the note, shall also be secured by this mortgage.
- 7. That if any of the installments of principal or interest due by the terms of said promissory note are not paid when due; if Mortgagor should transfer, convey, or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee; or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the note plus interest, costs, and attorney's fees, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.
- 8. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction hereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
- 9. If this is a junior mortgage, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this mortgage.
- 10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, the said Mortgagor has executed these presents, this the day and year first above written.

  
 \_\_\_\_\_ (SEAL)  
 DAVID LEWIS

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of January, 1997, by DAVID LEWIS, who is ( ) personally known to me, or (x) who has produced SE David's license as identification, and who did not take an oath.

  
 \_\_\_\_\_  
Print/print name below signature  
 My Commission Expires: \_\_\_\_\_  
 Commission No.: \_\_\_\_\_

[NOTARY SEAL]

Richard M. Colbert  
Notary Public, State of Florida  
My Comm. Expires July 19, 1998  
No. CC482985

RCD Jan 13, 1997 11:21 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 97-354735

600

OR BK 4216 PG1399  
Escambia County, Florida  
INSTRUMENT 98-452687

RCD Jan 29, 1998 02:50 pm  
Escambia County, Florida

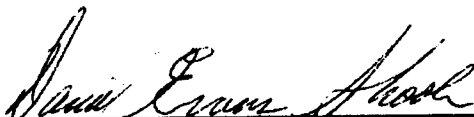
Prepared by:  
JOHN P. WELCH, ESQUIRE  
Jones & Welch, P.A.  
703-5 South Palafox Street  
Pensacola, Florida 32501  
(904) 432-7604

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-452687

ASSIGNMENT OF MORTGAGE

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

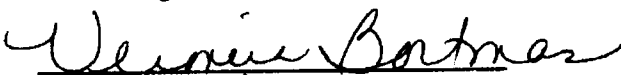
The undersigned owner of that certain Mortgage and the indebtedness secured thereby given by David Lewis to Daniel Evans Shook, Trustee of the Ruth McLaren Shook Living Trust, a/k/a Paul and Ruth McLaren Shook Living Trust, created under Trust Agreement dated June 19, 1981, dated January 8, 1997 and recorded on January 13, 1997, in Official Records Book 4090 at Page 1210 of the Public Records of Escambia County, in the original principal amount of \$95,000.00, does hereby assign and transfer all of the undersigned's right, title and interest in and to said Purchase Money Mortgage and Security Agreement to PAUL M. SHOOK without recourse.

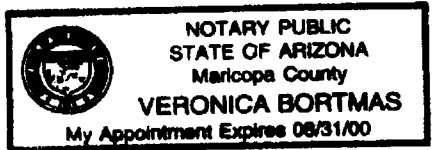
  
\_\_\_\_\_  
DANIEL EVANS SHOOK

STATE OF ARIZONA  
COUNTY OF MARICOPA

Before the subscriber personally appeared DANIEL EVANS SHOOK, personally known to me or who produced AZ Dr Lic #K310938689 as identification and who executed the foregoing, and acknowledged that he executed the same for the uses and purposes therein expressed, and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the 22 day of January, 1998.

  
\_\_\_\_\_  
Notary Public  
State of Florida  
My commission expires:



10.00  
4.00  
.70  
14.70

ASSIGNMENT OF MORTGAGE

UPON this April 2, 2013, the holder of that certain mortgage given by **DAVID LEWIS**, of Escambia County, State of Florida, to **DANIEL EVANS SHOOK**, Trustee of the **RUTH MCLAREN SHOOK LIVING TRUST**, a/k/a **PAUL AND RUTH MCLAREN SHOOK LIVING TRUST** created under Trust Agreement dated June 19, 1981, dated January 8, 1997, in the principal sum of **\$95,000** (NINETY-FIVE THOUSAND DOLLARS) and recorded in Records Book 4090, page 1210, of the Public records of Escambia County, Florida, and assigned to **PAUL M. SHOOK**, by Assignment of Mortgage dated January 22, 1998, and recorded in Records Book 4216, page 1399, of the Public records of Escambia County, Florida, does hereby, in consideration of the sum of Ten Dollars (\$10,00) and other valuable consideration, received from **PAUL M. SHOOK** and **DONNA S. SMITH, CO-TRUSTEES FOR THE PAUL M. SHOOK LIVING TRUST DATED AUGUST 9, 2000**, assign and transfer the mortgage aforesaid, and the note and debt described therein, and all monies due or to become due thereon to **PAUL M. SHOOK** and **DONNA S. SMITH, CO-TRUSTEES FOR THE PAUL M. SHOOK LIVING TRUST DATED AUGUST 9, 2000**, whose address is 210 St. Augustine Avenue, Pensacola, FL 32503.

IN WITNESS WHEREOF, the assignor has caused this instrument to be executed this April 2, 2013.

Signed, sealed and delivered  
in the presence of:

Jessica Borden  
Print Name Jessica Borden

Paul M. Shook  
PAUL M. SHOOK

Bentley Fisher  
Print Name Bentley Fisher

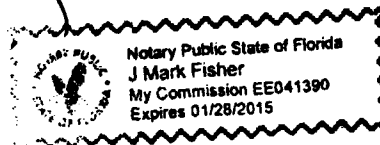
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **PAUL M. SHOOK**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed same, and an oath was not taken. Said person is personally known to me.

Witness my hand and seal in the county of Escambia, State of Florida on this April 2, 2013.

J. Mark Fisher  
J. MARK FISHER, Notary Public

This instrument has been prepared by:  
J. Mark Fisher, Esq. 148 Miracle Strip Pkwy, SE  
Suite 2, Ft. Walton Beach, FL 32548  
(850) 244-8989 or Toll Free 1-800-977-9733



**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
ESCAMBIA COUNTY, FLORIDA**

**ESCAMBIA COUNTY, FLORIDA**

vs.

**David Lewis  
4732 Pebble Creek Drive  
Pensacola, FL 32526**

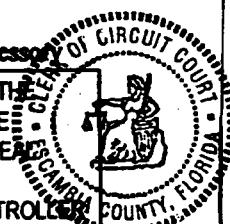
**CASE NO.: CE #13-02-00712  
LOCATION: 6335 Mobile Hwy  
PR# 171S303000000004**

**ORDER**

This cause having come before the Office of the Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him/her in the form of testimony by the Enforcement Officer and the respondent or representative, (respondent was present), as well as evidence submitted, and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special magistrate finds that a violation of the following Code Ordinance(s) has occurred and continues

- 42-196(a) Nuisance Conditions
- 42-196(b) Trash and Debris
- 42-196(c) Inoperable Vehicle(s); Described \_\_\_\_\_
- 42-196(d) Overgrowth
- 30-203 Unsafe Building; Described as  Main Structure  Accessory

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: *[Signature]* D.C.  
DATE: 1-17-2014



Building(s)  (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (I)  (j)  (k)  
 (l)  (m)  (n)  (o)  (p)  (q)  r  (s)  (t)  (u)  (v)  (w)  (x)  
 (y)  (z)  (aa)  (bb)  (cc)  (dd)

- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non-permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Repeat violation(s) \_\_\_\_\_

THEREFORE, The Special Magistrate being otherwise fully advised in the premises;  
it is hereby ORDERED that: DAVID LEWIS shall have until

JANUARY 24, 2014 to correct the 42-196  
 violation(s) and until FEBRUARY 28, 2014 to correct the 30-203  
 \_\_\_\_\_ violation(s) and to bring the violation(s) into compliance.

Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing.
- Obtain building permit(s) and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structure, signs, vehicles, etc., from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods.
- Immediately cease burning and refrain from future burning.
- Remove all refuse and dispose of legally and refrain from future littering.
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity.
- Obtain necessary permits or cease operations.
- Acquire proper permits or remove sign(s).
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 25.00 per day, commencing JANUARY 25, 2014, as to the 42-196 violation(s) and commencing MARCH 1, 2014 as to the 30-203 violation(s). This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise

provided by law. **YOU ARE REQUIRED**, immediately on your full correction of this(these) violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation(s) has(have) been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation(s) for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S)**. The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1100.00 are awarded in favor of Escambia County, Florida, as the prevailing party against DAVID LEWIS


\_\_\_\_\_ This fine shall be forwarded to the Board of County Commissioners. Under the authority of §162.09(1), Fla. Statutes, and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners

will certify to the Special magistrate all fines and costs imposed pursuant to this order. All monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

**You have the right** to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30** days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

**DONE AND ORDERED** at Escambia County, Florida on the 14<sup>TH</sup> day of JANUARY, 2014.

  
\_\_\_\_\_  
Jeffrey T. Sauer  
Special Magistrate  
Office of Environmental Enforcement



THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 13-02-00712  
Location: 6335 Mobile Highway  
PR# 171S303000000004

David Lewis  
4732 Pebble Creek Drive  
Pensacola, FL 32526


**ORDER**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of January 14, 2014; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, and 30-203 (n) and (o). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of \$1,100.00 imposed by the Order of Special Magistrate dated January 1, 2014, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized	Cost
a. Fines	\$ .00
b. County Abatement Fees	\$ .00
Total	\$ .00 which

together with the previously imposed costs of \$1,100.00 makes a total of \$1,100.00.

DONE AND ORDERED at Escambia County, Florida, this 29<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
Special Magistrate  
Office of Environmental Enforcement

IN THE COUNTY COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA

*22*

STATE OF FLORIDA

CASE NO: 2007 MM 005220 A  
DIVISION: I

VS

DEFENDANT: DAVID LEWIS  
905 NORTH U ST  
PENSACOLA FL 32505

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2011 JAN - 5 P 3:45  
COUNTY CRIMINAL DIVISION  
FILED & RECORDED

DATE OF BIRTH: 09/22/1957

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On October 25, 2010, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$130.00, which includes outstanding public defender fees/liens the amounts of which shall bear interest at the rate prescribed by law (6%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this 4<sup>th</sup> day of January, 2011.

*[Signature]*  
COUNTY JUDGE

cc: ASSISTANT STATE ATTORNEY  
cc: DEFENDANT

*1-7-11*

Case: 2007 MM 005220 A  
00020144409  
Dkt: CLFC Pg#: