



# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513  
Rule 12D-16.002 F.A.C  
Effective 07/19  
Page 1 of 2

0125.26

### Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126	Application date	Apr 17, 2024
Property description	DOAN TIMOTHY NEIL 408 N 49TH AVE PENSACOLA, FL 32506 408 N 49TH AVE 07-2083-000 BEG AT SW COR OF LT 121 BEING THE SW COR OF 2ND ADDN TO PINEHURST PB 2 P 99 ELY ALG S LI OF S/D 744 (Full legal attached.)	Certificate #	2022 / 3211
		Date certificate issued	06/01/2022

### Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/3211	06/01/2022	1,381.48	69.07	1,450.55
<b>→Part 2: Total*</b>				<b>1,450.55</b>

### Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/3222	06/01/2023	1,633.95	6.25	101.10	1,741.30
<b>Part 3: Total*</b>					<b>1,741.30</b>

### Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	3,191.85
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,675.53
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
<b>7. Total Paid (Lines 1-6)</b>	<b>5,242.38</b>

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: \_\_\_\_\_

Signature, Tax Collector or Designee

Escambia, Florida

Date April 25th, 2024

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

46.25

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14.	<b>Total Paid (Lines 8-13)</b>
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>01/08/2025</u> Signature, Clerk of Court or Designee	

**INSTRUCTIONS**

**Tax Collector (complete Parts 1-4)**

**Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

**Part 3: Other Certificates Redeemed by Applicant (Other than County)**

Total. Add the amounts in Columns 3, 4 and 5

**Part 4: Tax Collector Certified Amounts (Lines 1-7)**

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

**Line 6, Interest accrued by tax collector.** Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

**Clerk of Court (complete Part 5)**

**Line 13: Interest** is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

**Line 14:** Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

BEG AT SW COR OF LT 121 BEING THE SW COR OF 2ND ADDN TO PINEHURST PB 2 P 99 ELY ALG S LI OF S/D 744 FT TO E LI OF PINE TREE DR FOR POB CONTINUE ELY 300 FT NLY 90 DEG TO LEFT 104 9/10 FT WLY 90 DEG TO LEFT 300 FT TO E R/W LI OF PINE TREE DR SLY ALG E LI OF R/W 104 9/10 FT TO POB OR 1618 P 895 PART OF LT 121 PLAT DB 128 P 575 LESS OR 1279 P 488 CO R/W OR 8535 P 1032 CA 185

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400483

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #204  
MIAMI, FL 33126,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
07-2083-000	2022/3211	06-01-2022	BEG AT SW COR OF LT 121 BEING THE SW COR OF 2ND ADDN TO PINEHURST PB 2 P 99 ELY ALG S LI OF S/D 744 FT TO E LI OF PINE TREE DR FOR POB CONTINUE ELY 300 FT NLY 90 DEG TO LEFT 104 9/10 FT WLY 90 DEG TO LEFT 300 FT TO E R/W LI OF PINE TREE DR SLY ALG E LI OF R/W 104 9/10 FT TO POB OR 1618 P 895 PART OF LT 121 PLAT DB 128 P 575 LESS OR 1279 P 488 CO R/W OR 8535 P 1032 CA 185

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #204  
MIAMI, FL 33126

04-17-2024  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode  Account  Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
<b>Parcel ID:</b>	3425301210002121	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	072083000	2023	\$28,000	\$91,239	\$119,239	\$109,358
<b>Owners:</b>	DOAN TIMOTHY NEIL	2022	\$14,000	\$85,417	\$99,417	\$99,417
<b>Mail:</b>	408 N 49TH AVE PENSACOLA, FL 32506	2021	\$14,000	\$67,252	\$81,252	\$78,964
<b>Situs:</b>	408 N 49TH AVE 32506	<b>Disclaimer</b>				
<b>Use Code:</b>	SINGLE FAMILY RESID 🔑	<b>Tax Estimator</b>				
<b>Taxing Authority:</b>	COUNTY MSTU	<b>File for Exemption(s) Online</b>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>	<b>Report Storm Damage</b>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None
05/17/2021	8535	1032	\$97,500	WD		<b>Legal Description</b> BEG AT SW COR OF LT 121 BEING THE SW COR OF 2ND ADDN TO PINEHURST PB 2 P 99 ELY ALG S LI OF S/D 744 FT TO E LI OF... 🔑
09/1983	1807	201	\$39,800	WD		
02/1982	1618	895	\$43,000	SC		
01/1976	989	641	\$23,000	WD		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b> None

**Section**

**Map Id:**  
CA185

**Approx. Acreage:**  
0.6885

**Zoned:** 🔑

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**Evacuation**

Launch Interactive Map

View Florida Department of Environmental Protection(DEP) Data



Buildings

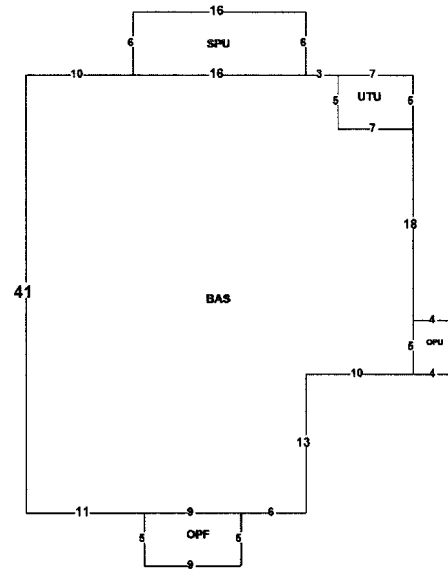
Address: 408 N 49TH AVE, Year Built: 1961, Effective Year: 1961, PA Building ID#: 83722

Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-BRICK-FACE/VENEER  
EXTERIOR WALL-ALUMINUM SIDING  
FLOOR COVER-HARDWOOD/PARQET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-PLASTER DIRECT  
NO. PLUMBING FIXTURES-3  
NO. STORIES-1  
ROOF COVER-DIMEN/ARCH SHNG  
ROOF FRAMING-HIP  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME

Areas - 1507 Total SF

BASE AREA - 1311  
OPEN PORCH FIN - 45  
OPEN PORCH UNF - 20  
SCRN PORCH UNF - 96  
UTILITY UNF - 35



Images



11/4/2020 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 03211**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**BEG AT SW COR OF LT 121 BEING THE SW COR OF 2ND ADDN TO PINEHURST PB 2 P 99 ELY ALG S LI OF S/D 744 FT TO E LI OF PINE TREE DR FOR POB CONTINUE ELY 300 FT NLY 90 DEG TO LEFT 104 9/10 FT WLY 90 DEG TO LEFT 300 FT TO E R/W LI OF PINE TREE DR SLY ALG E LI OF R/W 104 9/10 FT TO POB OR 1618 P 895 PART OF LT 121 PLAT DB 128 P 575 LESS OR 1279 P 488 CO R/W OR 8535 P 1032 CA 185**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072083000 (0125-26)**

The assessment of the said property under the said certificate issued was in the name of

**TIMOTHY NEIL DOAN**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **second** Wednesday in the month of January, which is the **8th day of January 2025**.

Dated this 1st day of May 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



**PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA**

By:  
Emily Hogg  
Deputy Clerk



**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 07-2083-000 CERTIFICATE #: 2022-3211

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: September 10, 2004 to and including September 10, 2024 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: September 12, 2024

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

September 12, 2024

Tax Account #: **07-2083-000**

1. The Grantee(s) of the last deed(s) of record is/are: **TIMOTHY NEIL DOAN**

**By Virtue of Warranty Deed recorded 5/21/2021 in OR 8535/1032**

**ABTRACTOR'S NOTE: CHARLES MICHAEL BOYETT WAS THE OWNER OF THIS LOT BY VIRTUE OF WARRANTY DEED OR 1807/201 AND HIS DIVORCE IN OR 4122/905 STATES HE WILL PAY HIS WIFE 10,000 AND RECEIVE A QUIT CLAIM DEED. WE DID NOT SEE A QUIT CLAIM DEED OF RECORD SO WE HAVE INCLUDED JAMIE BOYETT FOR NOTICE.**

2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. **MSBU Lien in favor of Escambia County recorded 10/05/1998 – OR 4316/1579**
  - b. **Code Enforcement Order in favor of Escambia County recorded 3/29/2023 in Official Records Book 8952/1079**

4. Taxes:

**Taxes for the year(s) 2021-2023 are delinquent.**

**Tax Account #: 07-2083-000**

**Assessed Value: \$109,358.00**

**Exemptions: NONE**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

**PERDIDO TITLE & ABSTRACT, INC.**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

**Scott Lunsford**  
**Escambia County Tax Collector**  
P.O. Box 1312  
Pensacola, FL 32591

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** JAN 8, 2025  
**TAX ACCOUNT #:** 07-2083-000  
**CERTIFICATE #:** 2022-3211

In compliance with Section 197.522, 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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2023</u> tax year.

**TIMOTHY NEIL DOAN**  
**408 N 49TH AVE**  
**PENSACOLA, FL 32506**

**JAMIE BOYETT**  
**ESTATE OF CHARLES MICHAEL BOYETT**  
**30837 BIRDHOUSE DR**  
**WESLEY CHAPEL, FL 33545**

**ESCAMBIA COUNTY**  
**CODE ENFORCEMENT**  
**3363 W PARK PL**  
**PENSACOLA, FL 32505**

Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> day of September, 2024.

**PERDIDO TITLE & ABSTRACT, INC.**



BY: Michael A. Campbell, As It's President

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

**PROPERTY INFORMATION REPORT**

**September 12, 2024**

**Tax Account #:07-2083-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**BEG AT SW COR OF LT 121 BEING THE SW COR OF 2ND ADDN TO PINEHURST PB 2 P 99 ELY  
ALG S LI OF S/D 744 FT TO E LI OF PINE TREE DR FOR POB CONTINUE ELY 300 FT NLY 90  
DEG TO LEFT **104 9/10** FT WLY 90 DEG TO LEFT 300 FT TO E R/W LI OF PINE TREE DR SLY  
ALG E LI OF R/W 104 9/10 FT TO POB OR 1618 P 895 PART OF LT 121 PLAT DB 128 P 575 LESS  
OR 1279 P 488 CO R/W OR 8535 P 1032 CA 185**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 07-2083-000(0125-26)**

**ABTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL  
WITHOUT A CURRENT SURVEY. ALSO NOTE CALL ABOVE OF **104 9/10** FT IS **104.0** ON LAST  
DEED OF RECORD. WE HAVE INCLUDED THE PRIOR DEED IN OR 1807/201 WHICH DOES  
HAVE THE CALL AS 104.09 AND INCLUDED PRIOR OWNER'S ESTATE FOR NOTICE.**



100  
100  
100

State of Florida  
COUNTY OF ESCAMBIA

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That  
CHESTER RYOUS AND MARY PAULINE RYOUS, HUSBAND AND WIFE  
 Grantor  
 for and in consideration of Ten Dollars and other good and valuable considerations the receipt whereof is hereby  
 acknowledged do bargain sell convey and grant unto  
CHARLES W. HART BOYD, A SINGLE MAN  
 Grantee of  
435 N. 43<sup>RD</sup> AVE., PENSACOLA, FLORIDA 32501  
 ESCAMBIA

Commencing at the Southwest corner of Lot 121, according to Plat recorded in Deed Book 120 at Page 575 in the Public Records of Escambia County, Florida, said Southwest corner also being the Southwest corner of Second Addition to Pinehurst Subdivision, according to the Plat recorded in Plat Book 2 Page 99 in the said Public Records, thence Easterly along the South line of said Second Addition to Pinehurst Subdivision for a distance of 744.0 feet to the East right-of-way line of Pine Tree Drive as shown on the Plat (Pine Tree Drive has been renamed 49th Street - 66 foot R/W) for the Point of Beginning; thence continue Easterly along the said South line for a distance of 300.0 feet; thence Northerly deflecting 90°00'00" to the left and parallel with the said East right-of-way line for a distance of 104.9 feet, thence westerly deflecting 90°00'00" to the left and parallel with the said South line for a distance of 300.0 feet to the said East right-of-way line; thence Southerly deflecting 90°00'00" to the left along the said East right-of-way line for a distance of 104.9 feet to the said South line and the Point of Beginning. Containing 0.72 acres, more or less, and lying and being in Section 34, Township 2 South, Range 30 West, Escambia County, Florida.

STATE OF FLORIDA  
 DOCUMENTARY STAMP  
 DEPT OF REVENUE  
 SEP 12 1933  
 193501

THIS INSTRUMENT WAS PREPARED BY  
 THE PUBLIC RECORDS DEPARTMENT  
 ALL INSTRUMENTS OF  
 THIS NATURE ARE  
 FILED IN THE  
 PUBLIC RECORDS DEPARTMENT  
 AT THE OFFICE OF THE  
 CLERK OF THE PUBLIC RECORDS DEPARTMENT  
 AT THE CITY OF TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF the said grantor has signed and sealed here presents this 2nd day of September 1933  
 Signed sealed and delivered in the presence of  
Charles W. Boyd (SEAL)  
 CHESTER RYOUS  
Mary Pauline Ryous (SEAL)  
 MARY PAULINE RYOUS

State of Florida  
 COUNTY OF ESCAMBIA

Before the undersigned notary public personally appeared  
CHESTER RYOUS AND MARY PAULINE RYOUS, HUSBAND AND WIFE  
 known to me and known to me to be the persons described by said names and who  
 executed the foregoing instrument and acknowledged executing the same for the uses  
 and purposes therein set forth  
 Given under my hand and official seal this 2nd day of September 1933  
 Notary Public  
 My commission expires \_\_\_\_\_

FILED IN FOR RECORDED USE  
 SEP 6 11 AM 1933  
 THE PUBLIC RECORDS DEPARTMENT  
 TALLAHASSEE, FLORIDA  
 234753

4-1-  
18

OR BK 4122 PG0905  
Escambia County, Florida  
INSTRUMENT 97-379884

FILED & RECORDED

IN THE CIRCUIT COURT, IN AND FOR  
ESCAMBIA COUNTY, STATE OF FLORIDA  
FAMILY LAW DIVISION

APR 18 9 28 AM '97

IN RE: The Marriage of CHARLES M. BOYETT, (SSN: 421-60-0917),  
Petitioner/Husband, and JAMIE BOYETT, (SSN: ),  
Respondent/Wife.

ERNIE LEE HIGGINS, CLERK  
CIRCUIT COURT  
AND COUNTY COURT  
ESCAMBIA COUNTY, FLORIDA

CASE NO.: 96-3522-FI-01  
DIVISION: L

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

**THIS CAUSE** having come on to be heard upon the Petition for Dissolution of Marriage of the Petitioner/Husband, CHARLES M. BOYETT, Service on the Respondent/Wife, JAMIE BOYETT, Default of the Respondent/Wife duly entered, the Court hearing the testimony of the Petitioner/ Husband, and it appearing to the Court that the Petitioner/Husband has resided in the State of Florida six (6) months prior to the filing of the Petition for Dissolution of Marriage, and the Court finding that the marriage between the parties is irretrievably broken, and that the parties have entered into a Marital Settlement Agreement on the 27th day of July, 1996, said Agreement being executed freely and voluntarily by the parties, and both parties being satisfied that the Agreement is for the best interests of the parties and minor child, that the support being paid by the Petitioner / Husband is within the child support guidelines; and the Court otherwise being fully appraised in this matter, it is therefore,

**ORDERED AND ADJUDGED:**

1. **JURISDICTION:** That the Court has jurisdiction of the parties, the minor child, and the subject matter of this action.
2. **MARRIAGE DISSOLVED:** That the marriage entered into between the parties is

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hereby dissolved in that the marriage is irretrievably broken.

3. **MARITAL SETTLEMENT AGREEMENT:** That the Agreement executed by the parties and introduced into evidence marked "Exhibit #1" was freely entered into by the parties after a full disclosure under those circumstances that appear from the evidence that it be for the best interests of the parties and the minor child and, in its entirety, the Agreement is incorporated by reference into this Judgment.

4. **RESERVATION OF JURISDICTION:** Except as to the dissolution of marriage granted in this Judgment, the Court specifically reserves jurisdiction to enforce this Judgment. Further, both parties are ordered to take whatever action is necessary and reasonable and to conduct themselves in a manner conducive with, and in carrying out, the intent of and purposes of the Agreement.

**DONE AND ORDERED**, in Chambers, at Pensacola, Escambia County, Florida, on this

18<sup>th</sup> day of April, 1997.

  
KENNETH L. WILLIAMS, Circuit Judge

Conformed copies:

Stephen E. Sutherland, Esquire  
Jamie D. Boyett, Respondent/Wife

OR BK 4122 PG0907  
Escambia County, Florida  
INSTRUMENT 97-379884

ERNIE LEE MAGANA, CLERK  
CIRCUIT COURT  
& COUNTY COURT  
ESCAMBIA COUNTY, FLORIDA  
Dec 31 1 58 PM '96

**MARITAL SETTLEMENT AGREEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THIS AGREEMENT, made this 27 day of ~~February~~ <sup>July</sup>, 1996, by and between

CHARLES M. BOYETT, hereinafter referred to as the husband, and JAMIE BOYETT, hereinafter referred to as the wife, and collectively as the parties hereto:

WITNESSETH:

WHEREAS, the parties are now husband and wife having been lawfully married to each other on the 13th day of June, 1987, in Pensacola, Escambia County, Florida; and

WHEREAS, irreconcilable differences have arisen between the husband and wife and presently the parties are living separate and apart; and

WHEREAS, there has been one child born of this marriage, to-wit: **Michelle Boyett** (DOB: 10-4-87), and no additional children are contemplated; and

WHEREAS, in view of the parties' intentions to live apart, they have decided to settle their respective property rights and agree on support provisions for the minor child of the marriage.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, provisions, and undertakings herein contained and for other good and valuable considerations, the parties hereto do mutually covenant and agree as follows:

1. **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements contained herein.
2. **AFFIRMATION:** All statements in the WHEREAS clauses are herein affirmed.

CMB

3. **SEPARATION:** The parties shall, at all times hereafter, continue to live separate and apart, free from interferences from each other. Each party may reside at the place or places of his or her own choice.

4. **WAIVER OF SUPPORT:** The husband and wife hereby mutually waive any claim he or she may have to support in the form of temporary, rehabilitative, lump sum, permanent periodic alimony or any other relief not specifically provided for herein. This waiver is non-modifiable now and in the future.

5. **SHARED PARENTAL RESPONSIBILITY:** Parental responsibility for the parties' minor child, Michelle Boyett, shall be shared by both parties and each shall retain full parental rights and responsibilities with respect to the minor child in providing a sound, moral, social, economic, and educational environment for said minor child. Both parties shall abide by the Attachment A - Shared Parental Responsibility Directive, as promulgated by the Court in Escambia County, Florida, effective May 1, 1993. Both parties agree that they will not permit members of the opposite sex, other than spouses or relatives, reside overnight at the premises where the minor child is residing.

6. **PRIMARY RESIDENTIAL CUSTODIAN:** The primary residential responsibility of the minor child, Michelle Boyett, shall vest with the wife and said minor child shall reside in the residence of the wife.

7. **CONTACT ACCESS, AND VISITATION:** The husband shall have the right of reasonable and liberal contact, access, and visitation with the minor child including, but not necessarily limited to, the Standard Visitation Scheduled promulgated by the Court in Escambia County, Florida, effective May 1, 1993, and attached to this Agreement as Attachment B, with the following additional agreements:

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(a) The husband shall exercise summer visitation for six (6) continuous weeks during the summer. The wife shall have liberal telephone contact with the child during the husband's summer visitation. The wife's friend Mickey shall be entitled to visit the child at day care and on other reasonable occasions.

(b) The husband will give the wife at least forty-eight (48) hours' notice of his intent to exercise his visitation on birthdays, his holidays, and his weekends.

(c) The husband shall be responsible for the pick-up of the minor child from the wife's residence at the beginning of his visitation and the delivery of the minor child to the wife's residence at the end of his visitation except that, contemplating that the wife will be residing in Tampa and the husband will be residing in Pensacola, no more than one visitation every other month, the pick-up and delivery of said minor child shall occur in Chiefland, Florida, at a mutually agreed time and place.

(d) The parties may, and indeed are encouraged to, compromise and agree upon other visitation by the husband with said minor child.

8. **CHILD SUPPORT:** Based on the husband's W-2 from his employer, Southern Wine and Spirits, Inc., for the year 1995, a copy of which is attached as Attachment C, the husband's received gross income was \$19,809.00, which divided by 12 months, equals an approximate monthly income of \$1,650.75. According to Publication 15, Circular E, the Internal Revenue Services 1996 Tax Guide, the husband, as a single person with one deduction, will pay, as and for Federal Income Tax on a monthly basis, the sum of \$178.00 per month and \$126.28 in Social Security/Medicaid, which subtracted from the husband's monthly gross income, leaves net available income of \$1,346.47. The guideline calculation for the net income, as hereinabove mentioned, is \$310.00 per month. Although the wife has the capability of being employed and earning an income sufficient in which to contribute

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to the support of said minor child, the wife is presently contemplating a move from the Pensacola area to the Tampa area and is without employment. Taking this into consideration, as well as the husband's agreement to maintain the health insurance policy on the minor child at the rate of \$225.00 per month, as hereinbelow mentioned, the parties agree to a reduction in the statutory guidelines child support in the amount of \$10.00, or to a child support amount of \$300.00 per month.

The parties therefore agree that the husband shall pay to the wife, as and for child support for the minor child of the parties the sum of \$300.00 per month due and payable to the wife commencing the fifteenth (15th) day of the month after the execution of this Agreement and continuing in the fifteenth (15th) day of each month thereafter until the minor child reaches the age of majority (age 18), dies, marries, becomes self-supporting, or upon further Order of this Court, whichever shall occur first. The husband shall pay this amount directly to the wife unless and until a Final Judgment of Dissolution of Marriage is entered, whereupon said payments thereafter will be paid to the Clerk of the Court, Domestic Division, 1800 St. Mary's Avenue, Pensacola, Florida 32501 for processing and distribution to the wife, with the husband paying the small administrative charge for processing these monies, as in accordance with Florida Statutes.

During the husband's six week continuous visitation his child support obligation shall be reduced by 50%

9. **HEALTH INSURANCE AND HEALTH EXPENSES:** The husband shall hereafter maintain the minor child as a direct beneficiary of a health insurance policy so long as he has an obligation to support said minor child. He will advise and provide to the wife on an annual basis, or sooner if requested, the group and policy number, as well as the minor child's health services identification card.

The parents shall equally divide and each pay one half of the child's reasonable and necessary medical, ocular, dental, orthodontic, and other health related expenses not otherwise covered or paid by any applicable health insurance policy. The parent seeking reimbursement shall promptly submit to the other the bill which shall be paid within fifteen (15) days of receipt.

10. **LIFE INSURANCE**: The husband shall maintain at his expense life insurance on his life in an amount of not less than \$24,000.00 and name the minor child as the sole and irrevocable beneficiary for so long as the husband has an obligation to pay child support and if the child is in college, for as long as the child is a full time student making satisfactory progress toward an undergraduate college degree which ever shall occur last.

11. **EQUITABLE DISTRIBUTION**: The husband shall pay to the wife, as and for her share in equitable distribution of the marital property, the sum of \$10,000.00 payable as follows:

(a) \$1,000.00 already received.

(b) \$9,000.00 upon the wife executing the Quitclaim Deed regarding the marital home as hereinafter agreed.

This sum is in consideration for the distribution of the marital assets of the parties as hereinbelow agreed.

12. **DISTRIBUTION OF ASSETS**:

(a) **Real Property**: The parties own, as tenants-by-the-entirety, real property located at 4930 Tangen Street, Pensacola, Florida 32526. The husband shall have the sole use, occupancy, possession, and ownership of said marital home and the wife shall convey any interest, right, or title she may have in said marital home to the husband by Quitclaim Deed within ten (10) days of said Deed being presented to her. Thereafter, the husband shall be solely responsible for any mortgage

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payments, insurance, taxes, assessments, maintenance, repairs, or any other expenses attributed to said property without recourse to the wife and shall hold the wife harmless from any liability thereon.

(b) **Personal Property:** The wife shall have, as her sole and own property, the following: couch, love seat, end table, coffee table, Michelle's bed, Michelle's dresser, Michelle's bed table, Michelle's television, two other television, spare bed, old dresser, and all personal items of the wife and minor child.

The husband shall have, as his sole and own property, all other furnishings, appliances, and personal property that remains after the wife's distribution.

Each party will retain possession and ownership of all other property and liabilities that remain in their name only without claim by the other party.

(c) The husband shall have and retain as his own and sole property his pension, profit sharing plan, retirement savings plans, his stacks in his Smith Barney Account, and his CMB investment in a partnership owning apartments in Texas.

13. **GENERAL PROVISIONS:**

(a) **Merger of Agreement:** If a judgment of dissolution of marriage is obtained by either party, the original of this Agreement shall be attached to the judgment. The judgment shall state that the Agreement is attached to the judgment and is merged into the judgment for the purpose of becoming an operative part of the judgment. The parties agree that the Court shall be requested to approve the Agreement as fair and equitable and to make specific orders requiring each party to do all the things provided for in this Agreement that at that time have not been fully performed.

(b) **Full Disclosure:** Each party asserts that he or she has made a full and fair disclosure of all the real and personal property of any nature which belongs or which may belong in any way to

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each of them, of all liabilities and encumbrances incurred in any manner by each of them, of all sources and amounts of income received or receivable by each party, and of every other fact relating in any way to the subject matter of this Agreement. These disclosures are part of the consideration made by each party for entering into this Agreement.

(c) **Release of All Claims:** Each party, except as otherwise provided for in this Agreement, releases the other from all claims, liabilities, debts, obligations, actions, and causes of action of every kind that have been or will be incurred, whether known or unknown. However, neither party is relieved or discharged from any obligation under this Agreement, or under any document executed pursuant to this Agreement, or under any judgment or order issued incident to the Agreement.

(d) **Waiver of Rights to Other Party's Estate:** Each party hereby waives any and all rights:

- (i) To inherit any part of the estate of the other at his or her death;
- (ii) To take property from the estate of the other by devise or bequest, except under a will or codicil dated subsequently to the date of this Agreement;
- (iii) To claim any family allowance or probate homestead in the estate of the other;
- (iv) To act as the personal representative under the will of the other, unless so nominated by a will or codicil dated subsequently to the date of this Agreement;

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(v) To act as the personal representative of the estate of the other on intestacy unless nominated by another party legally entitled to so act.

(e) **Holding Other Party Free and Harmless:** With respect to past, present, and future liabilities and obligations:

(i) Husband warrants to wife that he has not incurred (except as otherwise specified in this Agreement), and he agrees that he will not incur, any liability or obligation for which she is, or may be, liable. If any claim or action is brought attempting to hold her liable for any such liability or obligation, he shall, at his sole expense, defend her against any such claim or action, whether or not well founded, and he shall hold her free and harmless, including reasonable attorney's fees.

(ii) Wife warrants to husband shall she has not incurred (except as otherwise specified in this Agreement), and she agrees that she will not incur, any liability or obligation for which he is, or may be, liable. If any claim or action is brought attempting to hold him liable for any such liability or obligation, she shall, at her sole expense, defend him against any such claim or action, whether or not well founded, and she shall hold him free and harmless, including reasonable attorney's fees.

(iii) All existing charge accounts and credit cards in the names of husband and wife, or in the name of either of them under which the other can make purchases, shall be terminated as of date of execution of this Agreement.

(f) **Release of Property:** Except as otherwise provided herein, each party does hereby waive, release, and otherwise renounce any and all right to seek alimony, equitable distribution, special equity, or other interest in the property of the other, including trust funds and accounts, and acknowledges that the provisions for the distribution of property contained in this Agreement are

*CMB*

intended to be a full, fair, and complete property settlement agreement and division of all marital assets and obligations.

(g) **Right to Live Separately and Free From Interference:** Each party shall live separate and apart from the other at any place or places that they may respectively select.

(h) **Restraining Order:** Neither party shall molest, harass, annoy, injure, threaten, or interfere with the other party in any manner whatsoever. Each party may carry on and engage in any employment, profession, business, or other activity as he or she may deem advisable for his or her sole use and benefit. Neither party shall interfere with the use, ownership, enjoyment, or disposition of any property now owned or hereafter acquired by the other.

(i) **Legal Representation:** Husband acknowledges that he has been represented by counsel, Stephen E. Sutherland, Esquire, of Stephen E. Sutherland, P.A., and that he has been fully advised concerning his rights and obligations under this Agreement. Wife acknowledges that she has the right to the advice of an attorney in reaching this Agreement. Each of the parties has read this Agreement and each of its provisions in full, and acknowledges it to be voluntarily entered into and acknowledges it to be a fair and equitable agreement.

(j) **Construction and Headings:** The headings contained herein are for convenience only and are not to be utilized in construing the provisions contained herein. Each party has reviewed and revised this Agreement. The rule of construction that ambiguities are to be construed in favor of the non-drafting party shall not be employed in the construction of this Agreement.

(k) **Default or Waiver:** No waiver of any breach hereof or default hereunder shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No waiver

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of any rights hereunder shall be deemed to be a waiver of all time of those rights, but shall be considered only as to the specific events surrounding that waiver.

(c) **Severability:** This Agreement is severable. In the event that any portion or section hereof is unenforceable, this shall not render the remainder of the Agreement unenforceable.

(m) **Reconciliation:** Subsequent reconciliation of the parties shall not void this Agreement. All terms and conditions set forth herein shall remain in full force and effect.

(n) **Binding on Successors:** This Agreement shall be binding on the parties, their successors, heirs, and assigns.

(o) **Modification:** No addendum, modification, or waiver of any of the terms of this Agreement shall be effective, unless in writing, signed by both parties and executed with the same formality of this Agreement.

(p) **Tax Advice:** Both parties acknowledge that they have not received tax advice from their respective counsel concerning the tax consequences of this Agreement. Each party has had an opportunity to consult with a tax specialist or accountant of his or her own choosing.

(q) **Laws of Florida to Govern:** This Agreement shall be governed by the laws of the State of Florida.

(r) **Full Agreement:** Each party has reviewed this Agreement with his or her respective attorneys. Each party fully understands the facts and has been informed of his or her legal rights and obligations hereunder, and each is signing this Agreement freely and voluntarily, intending to be bound by it. Each party understands and agrees that this Agreement constitutes the entire contract of the parties; it supersedes any prior understandings or agreements upon the subjects covered in this Agreement. There are no representations or warranties other than those set forth herein. The parties

acknowledge that this Agreement constitutes the full, complete, and final settlement of all alimony rights, property rights, liabilities, and other responsibilities between the parties hereto, and it is further a full, complete, and final settlement of all claims of any nature whatsoever that either party may have against the other now or hereafter except as expressly provided for herein.

(s) **Pendente Lite Orders:** The parties agree that all pendente lite orders issued by the Court in this action, now pending in the Circuit Court of Escambia County, have been satisfied or waived.

(t) **Execution of Documents:** Each party shall cooperate in executing any and all documents and other papers necessary to effectuate this Agreement and carry out its terms.

(u) **Effective Date:** The effective date of this Agreement shall be the date it is last executed by either party.

**Testimonium:** IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date first above written.

SIGNED, SEALED, AND DELIVERED in the presence of:

Witnesses as to the Husband:

Stephen E. Surtwell

Charles M. Boyett  
CHARLES M. BOYETT

Jessica A. Chocurick

Witnesses as to the Wife:

Gloria M. Heald

Jamie D. Boyett  
JAMIE BOYETT

Cathy L. Pette

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared CHARLES M. BOYETT, who produced FDL# B 300-153.47<sup>019-0</sup> as identification, and after being by me first duly sworn, deposes and states that he executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal on this 18 day of July 1996.

STEPHEN E. SUTHERLAND  
Notary Public, State of Florida  
My Comm. Expires Feb. 19, 1998  
No. CC 347280  
Bonded thru Official Notary Service

Stephen E. Sutherland  
NOTARY PUBLIC  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ESCAMBIA Hillsborough

BEFORE ME, the undersigned authority, personally appeared JAMIE BOYETT, who produced Florida Driver License as identification, and after being by me first duly sworn, deposes and states that she executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal on this 26 day of July 1996.



CATHY I. PIRTLE  
My Commission 00094888  
Expires Feb. 21, 2000

Cathy I. Pirtle  
NOTARY PUBLIC  
My Commission Expires:

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SHARED PARENTAL RESPONSIBILITY

1. Each parent has been given shared parental responsibility. This means:
  - A. Both parents shall confer so that major decisions affecting the welfare of the child shall be determined jointly. Said decisions include, but are not limited to, education, discipline, religion, medical, and the general upbringing of the child.
  - B. Each parent shall exercise, in the utmost of good faith, his and her best efforts at all times to encourage and foster the maximum relations, love and affection between the minor child of the parties and the other parent. Neither parent shall impede, obstruct, or interfere with the exercise by the other parent of his or her right to companionship with the minor child.
  - C. Each parent shall have access to records and information pertaining to the minor child including, but not limited to, medical, dental and school records. Each parent is encouraged to share this information when it is not readily available to the other parent.
  - D. Neither parent shall make any disparaging remarks about the other parent or quiz the child as to the other parent's private life. It is the child's right to be spared from experiencing and witnessing any animosity or ill-feeling, if any should occur, between the parents and that the minor child should be encouraged to maintain love, respect, and affection for both parents.
  - E. That the relationship between the parents shall be as businesslike as possible: courteous, relatively formal, low-key, and public. Each parent shall be courteous and respectful to the other parent even though, at times, each parent may not feel that the other parent deserves it.
  - F. The non-custodial parent has a duty to communicate directly with the children concerning his/her relationship with them to the extent warranted by their age and maturity. The non-custodial parent cannot expect the primary residential parent to continually act as a "buffer" or "go between". For example should the non-custodial parent be unable to exercise visitation, the non-custodial parent should explain this directly to the child.
  - G. Both parents shall be entitled to participate in and attend special activities in which the minor child is engaged, such as religious activities, school programs, sports events, and other extracurricular activities, and important social events in which the child participates. Each parent should keep the other notified of these events.
  - H. The child shall not be referred to by any other last name than the one listed on their birth certificate. Step-parents shall not be called "Mother" or "Father".
  - I. The primary residential parent has a duty to discuss with the non-custodial parent the advantages and disadvantages of all major decisions regarding the children and to work together in an effort to reach a joint decision. For example, this duty would include an obligation to discuss a decision to remove a child from public school in order to enroll the child in private school. It would not include a decision to have a child's bangs trimmed.
  - J. The primary residential parent has the responsibility to offer to the non-custodial parent the opportunity to care for the children, whenever reasonably possible, on those occasions when the primary residential parent is away due to work or social obligations. That is, the non-custodial parent shall have a right, superior to that of all third parties, to care for the children in the primary residential parent's absence.

EFFECTIVE MAY 1, 1993  
ESCAMBIA COUNTY FAMILY LAW DIVISION

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STANDARD VISITATION SCHEDULE

1. GENERAL: The residential parent shall be referred to herein as the "custodial parent" and the other parent shall be referred to as the "non-custodial parent." The word "child" also applies to all children of the parties. This schedule shall apply when the parties live within reasonable commuting distance of each other.
2. WEEKENDS: The non-custodial parent shall be entitled to alternate weekend visitation commencing on the first Friday after the date of this order. Said visitation shall commence Friday at 6:00 p.m. and continue through Sunday at 6:00 p.m. Once the child is picked up, it is the non-custodial parent's responsibility to house and care for the child during this time period unless the custodial parent agrees that the child should be returned early.
3. HOLIDAYS: In odd-numbered years the non-custodial parent shall have Memorial Day and the Thanksgiving holidays and the custodial parent shall have July 4th and Labor Day. In even-numbered years this schedule is reversed.
  - A. THANKSGIVING HOLIDAY: This begins on Wednesday at 6:00 p.m. (before Thanksgiving) and ends Sunday at 6:00 p.m.
  - B. CHRISTMAS VACATION: The first half of the Christmas visitation period shall begin at 6:00 p.m. on the day that school lets out and shall end at 6:00 p.m. on Christmas Eve. The second half of the Christmas visitation period shall begin at 6:00 p.m. on Christmas Eve and end December 31st at 6:00 p.m. The non-custodial parent shall have the child for the entire second half of this vacation period in odd-numbered years. In even-numbered years, the non-custodial parent shall have the child the first half of this Christmas period.
  - C. SPRING BREAK: Spring break shall also be equally divided between the parties with the non-custodial parent having the child the first one-half of that vacation period in odd-numbered years. In even-numbered years the non-custodial parent shall have the child the second-half of that vacation period.
  - D. EASTER: Easter often falls within the spring vacation period. In the event it does not, then the non-custodial parent shall have the child with them on Easter during odd-numbered years and the custodial parent during even-numbered years. If Easter falls within the Spring vacation period, then visitation shall be pursuant to paragraph 3(c) above.
  - E. MOTHER'S DAY AND FATHER'S DAY shall be spent with the appropriate parent.
  - F. HOURS OF VISITATION for Memorial Day, July 4th, Labor Day, Mother's Day, Father's Day and Easter (if appropriate) shall be from 9:00 a.m. to 6:00 p.m.
  - G. BIRTHDAYS: In odd-numbered years the child shall celebrate their birthday at the home of the non-custodial parent. In even-numbered years the child shall celebrate his/her birthday at the home of the custodial parent. When appropriate, the parent holding a birthday party for the child may wish to consider inviting the other parent.
  - H. SUMMERS: The summer break shall be equally divided between the parents. The summer vacation begins at 6:00 p.m. on the day that school lets out and ends seven days prior to school recommencing. The non-custodial parent shall have visitation the first half of this period during odd-numbered years and the last one-half during even-numbered years. The custodial parent shall have the same weekend and weekday visitation and communication rights during this summer visitation as the non-custodial parent has during the rest of the year. Remedial school during the summertime shall be accomplished notwithstanding visitation with the non-custodial parent. The parent that has the child shall cause the child to attend school.
  - I. HOLIDAYS: A holiday that falls on a weekend shall be spent with the parent who is entitled to have the child for that holiday. The remainder of the weekend shall be spent with the parent who would normally have the child during the weekend.

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- J. CANCELLATION BY NON-CUSTODIAL PARENT:** Forty-eight hours notice shall be given by the non-custodial parent to the custodial parent if visitation will not be exercised for that holiday or weekend. Otherwise, the non-custodial parent is expected to pick up their child at the appointed time. Any visitation canceled by the non-custodial parent shall be forfeited unless the non-visitiation is caused by illness, extended work hours, or a physical impossibility to pick up the child.
4. **ITINERARY:** An itinerary shall be provided to the non-custodial parent in the event that the custodial parent intends to spend any substantial portion of time at some place other than his/her home. Conversely, the non-custodial parent shall provide a like schedule if that parent is going to take the child out of town for any extended period of time.
5. **SCHEDULED EVENTS:** In the event that the child has a softball game, ballet, scout meeting, or other extracurricular activity, then the non-custodial parent is required to assure the child's attendance, provided that the parents have agreed that the child will participate in these activities. The child's wishes should be taken into account before any scheduled event is missed.
6. **WEEKDAY VISITATION:** The non-custodial parent shall have visitation each Wednesday from the time the child gets out of school until one hour before the child's customary bedtime.
7. **OTHER HOLIDAYS:** The Court recognizes that this schedule (and the typical school schedule) revolves around Christian holidays. If the parties are of another faith or nationality, then these holidays shall be shared as are the Christian holidays.
8. **TRANSPORTATION:** The child shall be transported to and from visitation by the non-custodial parent, that parent's spouse or by a third party agreed to by both parents.
9. **WAITING:** The child and the custodial parent shall have no duty to await the arrival of the non-custodial spouse for more than thirty minutes. If the child is not picked up by the non-custodial parent within that time, visitation shall be forfeited for that visitation period, unless the non-custodial parent's lateness is excused by illness, extended work hours or a physical impossibility to arrive on time.
10. **CANCELLATIONS BY CUSTODIAL PARENT:** In the event that the child is ill and unable to safely leave the home, the custodial parent shall give the non-custodial parent twenty-four hour notice, if possible, in order that appropriate alternate plans can be made. The non-custodial parent shall have a right to a "make-up" period of visitation. If medication has been prescribed for the child, then that medicine shall accompany the child and shall be given as prescribed. The doctor's name and phone number shall be shared. The other parent shall be notified as soon as practical in the event of illness or accident happening to a child while in the care of one parent.
11. **COMMUNICATIONS:** The child shall be entitled to telephonic communication with the custodial parent once each day during any period of visitation. Said communication may be initiated either by the child or the custodial parent and shall be exercised at such times as will be least disruptive to the child's normal routine. Conversely, the non-custodial parent shall be entitled to the same telephonic communication with the child when he/she is not exercising visitation. Each parent shall keep the other advised of the child's current address and telephone number.
12. **MAKE-UP VISITATION:** If visitation missed on an "alternate weekend" should be made up, then it shall take place on the weekend after the visitation was missed. The regular visitation shall then recommence the following weekend. Summer, Spring Break and Christmas make-up days shall be added to the visitation schedule the following summer, Spring Break or Christmas.
13. **ADEQUATE AND CLEAN CLOTHING FOR THE VISITATION:** These shall be supplied by the custodial parent and all of these clothes shall be returned by the non-custodial parent to the custodial parent in the same condition.



14. PRE-SCHOOL AGE CHILDREN (BEFORE AGE SIX): Parents are especially encouraged to change the above schedule for pre-schoolers. Pre-schoolers are not affected by summer vacation, Christmas holidays, Thanksgiving holidays and Spring Break. Rather than exercise six or seven weeks in the summer, parents may wish to spread this time over the other months of the year. Pre-schoolers should not spend many consecutive nights away from their usual home. However, the same amount of visitation over a year's period should be given to the non-custodial parent.

It is better for the young child that the non-custodial parent exercise his/her visitation while the child is scheduled for day care and to have more frequent contact during the week, rather than have the child for extended overnight periods.

Rather than the non-custodial parent spending alternate Friday and Saturday nights with the child, he/she might see the child either every Saturday or every Sunday and perhaps alternate these days each week. As the child gets closer to his/her sixth birthday or to the start of kindergarten, then overnight visitation should be expanded so that the visitation schedule for a child over age six will not be a drastic change.

In the event that the parents cannot agree to these changes for the benefit of their child then the parents shall follow the same schedule as for non-preschool (or older) children.

15. RELOCATION OF CUSTODIAL PARENT: In the event the custodial parent intends to relocate outside the Pensacola area, he/she shall provide the non-custodial parent with ninety days' notice prior to any relocation.

16. ATTORNEY'S FEES AND COURT COSTS: In the event a contempt or modification hearing is held and one parent has acted in bad faith, then that parent may be responsible for the other parent's attorney's fees and court costs.

17. CHILD SUPPORT: Non-payment or late-payment of child support is not an acceptable reason to deviate from this schedule. Conversely, denial of visitation will not justify non-payment or late payment of child support.

18. GRANDPARENTS: Grandparents are entitled to maintain contact with their grandchildren. Please share them with your parents and your former in-laws.

19. FLEXIBILITY: Each parent is encouraged to mutually agree to change this schedule to suit the needs of the child first, and themselves secondly. The parties may, by mutual agreement, change the terms of this schedule.

RCI Apr 23, 1997 12:42 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 97-379884

EFFECTIVE MAY 1, 1993  
ESCAMBIA COUNTY FAMILY LAW DIVISION

*CMB*

Doc. 632.50  
Rec. 18.50

PREPARED BY:  
H. Frank Winn, Jr.  
Attorney at Law  
322 South Alcaniz Street  
Pensacola, FL 32501

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That **CHARLES MICHAEL BOYETT**, a single man, Grantor, for and in consideration of ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto **TIMOTHY NEIL DOAN**, a single man, Grantee, grantee's heirs, personal representatives and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

Legal Description attached as Exhibit "A"

Subject to easements and restrictions of record and ad valorem taxes for 2021 and subsequent years.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead; and,

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

IN WITNESS WHEREOF, Grantor has signed and delivered in the presents of witnesses this date of May 17, 2021.

Signed, sealed and delivered:  
in the presence of WITNESSES:

Sign: David W. Andrew

Print: DAVID W. ANDREW

Sign: Joyce F. Laird

Print: JOYCE F. LAIRD

GRANTOR:  
Charles M. Boyett  
**CHARLES MICHAEL BOYETT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this May 17, 2021 by **CHARLES MICHAEL BOYETT**, who  is personally known to me or  has produced FL-ID Card as identification.

(Seal)

**Anderson Lunsford, III**  
Notary Public, State of Florida  
Comm. Expires Oct. 17, 2024  
Comm # HH50372

[Signature]  
Notary Public

**EXHIBIT "A"**

**WARRANTY DEED**

**Grantor(s): CHARLES MICHAEL BOYETT, a single man**

**Grantee: TIMOTHY NEIL DOAN, a single man**

**Situs: 408 N 49th Avenue, Pensacola, FL 32506**

**Legal:**

Commencing at the Southwest corner of Lot 121, according to Plat recorded in Deed Book 128 at Page 575 in the Public Records of Escambia County, Florida, said Southwest corner also being the Southwest corner of Second Addition to Pinehurst Subdivision, according to the Plat recorded in Plat Book 2 Page 99 in the said Public Records, thence Easterly along the South line of said Second Addition to Pinehurst Subdivision for a distance of 744.0 feet to the East right-of-way line of Pine Tree Drive as shown on the Plat (Pine Tree Drive has been renamed 49th Street – 66 foot R/W) for the Point of Beginning; thence continue Easterly along the said South line for a distance of 300.0 feet; thence Northerly deflection 90°00'00" to the left and parallel with the said East right-of-way line for a distance of 104.0 feet; thence Westerly deflecting 90°00'00" to the left and parallel with the said South line for a distance of 300.0 feet to the said East right-of-way line; thence Southerly deflecting 90°00'00" to the left along the said East right-of-way line for a distance of 104.9 feet to the said South line and the Point of Beginning. Containing 0.72 acres, more or less, and lying and being in Section 34, Township 2 South, Range 30 West, Escambia County, Florida.

**Tax Parcel ID#: 342S301210002121**

**Grantor Mailing Address:**

**4930 Tangen Street  
Pensacola, FL 32526**

**Grantee Mailing Address:**

**408 N 49th Avenue  
Pensacola, FL 32506**

**THE PREPARER OF THIS DEED HAS PREPARED THIS DEED AT THE DIRECTION OF THE GRANTOR AND/OR GRANTEE BASED SOLELY UPON THE LEGAL DESCRIPTION AND INFORMATION PROVIDED BY THE GRANTOR AND/OR GRANTEE. THE PREPARER HAS NOT EXAMINED THE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY, NOR MADE REPRESENTATION AS TO SUFFICIENCY OF TITLE OR OWNERSHIP OF SAID REAL PROPERTY BEING CONVEYED HEREIN ABOVE.**

OR BK 4316 P81579  
Escambia County, Florida  
INSTRUMENT 98-531885

RCD Oct 05, 1998 02:40 pm  
Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-531885

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT(MSBU)

Re: BOYETT CHARLES M  
4930 TANGEN ST  
PENSACOLA FL 32526-9310

ACCT.NO. 07 2083 000 000  
AMOUNT \$356.40

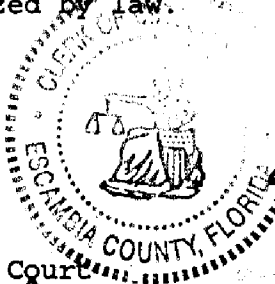
THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

BEG AT SW COR OF LT 121  
BEING THE SW COR OF 2ND  
ADDN TO PINEHURST PB 2 P 99  
ELY ALG S LI OF S/D 744 FT  
TO E LI OF PINE TREE DR  
FOR POB CONTINUE ELY 300 FT  
PROP.NO. 34 2S 30 1210 002 121

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$356.40. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

Date: 09/04/1998

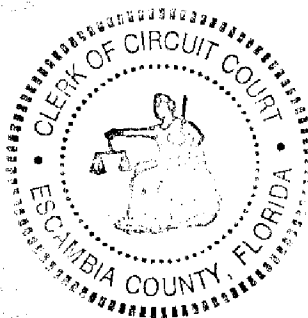


Ernie Lee Magaha  
Clerk of the Circuit Court

by: *Wanda M. McBrearty*  
Wanda M. McBrearty  
Deputy Finance Director

Ernie Lee Magaha  
Clerk of the Circuit Court

*Burgess B. Donnelly*  
Deputy Clerk



Recorded in Public Records 3/29/2023 1:21 PM OR Book 8952 Page 1079,  
Instrument #2023024493, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

Recorded in Public Records 3/29/2023 12:48 PM OR Book 8952 Page 938,  
Instrument #2023024460, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

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

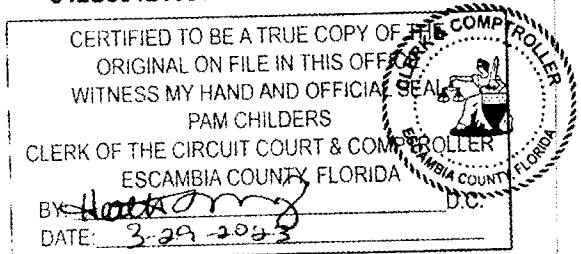
PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE22072782U  
LOCATION: 408 N 49TH AVE  
PR#: 342S301210002121

VS.

DOAN, TIMOTHY NEIL  
408 N 49TH AVE  
PENSACOLA, FL 32506

RESPONDENT(S)



ORDER

This CAUSE having come before the Office of 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 in the form of testimony by the Enforcement Officer and the Respondent(s) or representative thereof, None, 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 of Ordinances has occurred and continues:

**Unsafe Structures - 30-203 (DD) Structural elements unmaintained**

**Unsafe Structures - 30-203 (O) Roof**

**Unsafe Structures - 30-203 (P) Eaves/soffits**

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds as follows:

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until 4/4/2023 to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

**Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.**

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$10.00** per day, commencing **4/5/2023**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office 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(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S)**. At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County

Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon **ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S)** including property involved herein, which lien can be enforced by foreclosure and as provided by law.

**RESPONDENT(S) have the right** to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If RESPONDENT(S) wish(es) to appeal, RESPONDENT(S) must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.

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

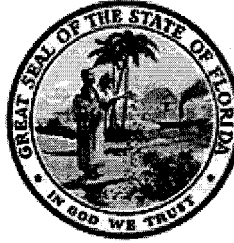
**DONE AND ORDERED** in Escambia County, Florida on this 28th day of March, 2023.



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John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement

**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
ARCHIVES AND RECORDS  
CHILDSUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
COUNTY CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW  
JURY ASSEMBLY  
JUVENILE  
MENTAL HEALTH  
MIS  
OPERATIONAL SERVICES  
PROBATE  
TRAFFIC



**COUNTY OF ESCAMBIA  
OFFICE OF THE  
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION  
CENTURY**

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS  
OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 072083000 Certificate Number: 003211 of 2022**

**Payor: SETCO SERVICES LLC 12815 EMERALD COAST PKWY STE 124 MIRAMAR BEACH FL  
32550 Date 11/4/2024**

Clerk's Check #	1	Clerk's Total	\$517.56
Tax Collector Check #	1	Tax Collector's Total	\$5,956.35
		Postage	\$41.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$6,531.91

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By: \_\_\_\_\_  
Deputy Clerk

**Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502  
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>**