

# COUNCIL MEMORANDUM

Council Meeting Date: November 17, 2016

## DISCUSSION ITEM

**SPONSOR:** City Council Member Jewel Cannada-Wynn *JW*

**SUBJECT:** Area Housing Commission – Morris Court

### RECOMMENDATION:

That City Council discuss ceasing use of the City park property located on “J” and Lloyd Streets as a park, thereby reverting ownership back to the Area Housing Commission for use in developing the property into affordable, low-income apartment rental opportunities.

**AGENDA:**             Regular             Consent

Hearing Required:    Public             Quasi-Judicial             No Hearing Required

### SUMMARY:

In 1990 the Area Housing Commission conveyed property to the City located on “J” and Lloyd Streets for use as a City park. As part of this conveyance and in accordance with the conveyance deed, should the City no longer use this property for the intended purpose, with appropriate notice the, “title to the whole of the conveyed premises shall revert back to the Grantor.” In this case, reverting back to the Area Housing Commission.

The Area Housing Commission has interest in this property to develop affordable, low-income apartment rental opportunities. In an effort to facilitate the likelihood of affordable housing in this area, the City Council should discuss ceasing the use of this property as a City park, making proper notification and allowing the property to revert back to the Area Housing Commission for this purpose.

### PRIOR ACTION:

None

### FUNDING:

Budget:            \$ 0

Actual:            \$ 0

### FINANCIAL IMPACT:

None

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**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Letter from Area Housing Commission Executive Director Dr. Abe Singh
- 2) Deed of Realty

**PRESENTATION:**       Yes                       No



area housing commission

-serving the pensacola-area community  
post office box 15370 • pensacola, florida 32523-5370  
telephone 850-438-8561  
fax 850-438-1713  
TDD 850-438-8863  
Florida Relay 711



**September 16, 2016**

**Keith Wilkins  
Office of the Mayor  
Assistant City Administrator**

**Dear Mr. Wilkins:**

**Per our phone conversation of September 15, 2016, and my previous meeting with Pensacola City Council District 7 Jewel Canada-Wynn referring to the City Park located on J and Lloyd St. Area Housing Commission is very much interested in receiving ownership of the aforementioned property.**

**AHC's interest for this property is to develop the property into one bedroom residential units to accommodate a wide range of affordable, low-income apartment rental opportunities. This new development housing services will be available for seniors, and people with special needs, including those with developmental and physical disabilities. One of AHC's missions is to partner with local governmental agencies in support of our residents with the resources they need to be good neighbors and members of a greater community.**

**Cc: Council, Jewel Cannada-Wynn**

**Regards,**

**Dr. Abe Singh, Executive Director**

13+2  
Due  
55 pd

Prepared by:  
J. Lofton Westmoreland  
MOORE, HILL & WESTMORELAND  
Post Office Box 1792  
Pensacola, Florida 32598

Parcel ID #: 15-1952-000  
Grantee S.S.#: \_\_\_\_\_  
Grantee S.S.#: 59-60-6-406

DEED OF REALTY

D.S. PD. \$ .55  
DATE 10-31-90

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

J. A. FLOWERS, COMPTROLLER  
BY: James L. Walker, D.C.  
CERT. REG. #59-2043328-27-01

THIS DEED made the 27th day of June, 1990, by AREA HOUSING COMMISSION, a public body corporate and politic, as successor to the Pensacola Housing Authority, hereinafter called the Grantor (whether singular or plural), to the CITY OF PENSACOLA, a municipal corporation, whose post office address is 12910 Pensacola Pl 32521-0031, hereinafter called the Grantees (whether singular or plural):

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia County, Florida, to-wit:

Beginning at an existing concrete monument being the Southeast corner of Block 91, West King Tract, according to map of the City of Pensacola copyrighted by Thomas C. Watson; said point also being on the North right-of-way line of Brainerd Street (55' R/W) and the West right-of-way line of "J" Street (50' R/W); thence North along the East line of said Block 91 and the west right-of-way line of said "J" Street (50' R.W) a distance of 383.50 feet; thence deflect 98 degrees 16 minutes 17 seconds left a distance of 96.43 feet; thence deflect 82 degrees 54 minutes 10 seconds left a distance of 36.19 feet; thence deflect 89 degrees 32 minutes 29 seconds right a distance of 82.81 feet; thence deflect 04 degrees 46 minutes 46 seconds left a distance of 168.13 feet; thence deflect 93 degrees 57 minutes 29 seconds left a distance of 232.70 feet; thence deflect 08 degrees 30 minutes 39 seconds right a distance of 82.01 feet to the Southwest corner of said Block 91, West King Tract, said point also being on the North right-of-way line of said Brainerd Street (55' R/W); thence deflect 87 degrees 51 minutes 52 seconds left along the South line of said Block 91 and said North right-of-way line a distance of 300.00 feet to the POINT OF BEGINNING. Containing 2.486 acres more or less. All lying and being in Sections 28 and 29, Township 2 South, Range 30 West, Escambia County, Florida.

TITLE TO THE ABOVE DESCRIBED PROPERTY HAS NEITHER BEEN EXAMINED NOR APPROVED BY THE PREPARER HEREOF.

~~IT IS AN EXPRESS CONDITION OF THIS CONVEYANCE THAT Grantee and its successors and assigns shall forever keep and use the property as a playground area for children and shall not use the property for any other purpose without the written consent of Grantor or its successors or assigns. If Grantee shall fail to comply with this condition, Grantor and its successors and assigns may at anytime thereafter serve on Grantee a notice in writing specifying the default and directing Grantee or its successors and assigns to remedy such default. Should Grantee thereafter for a period of 30 days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on Grantee by~~

Grantor, notifying Grantee that Grantor elects that the title to the whole of the conveyed premises shall revert to Grantor. Thereupon, the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Grantor revert to and re-vest in Grantor, and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures which may have been placed thereon, and Grantor shall have the right of re-entry to the conveyed premises. Evidence of such election may be recorded in the Public Records by an Affidavit by Grantor to the effect that it has served a notice pursuant to this provision, and that Grantor has elected to demand reversion of the premises.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

Zoning and other governmental regulations.

Taxes and assessments for 1990 and subsequent years.

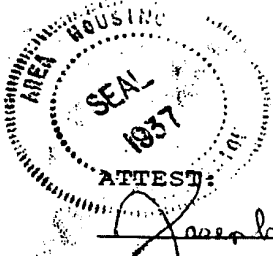
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as above noted that, at the time of delivery of this Deed, the premises were free from all encumbrances made by it and that it will warrant and defend the same against the lawful claims and demands of all other persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:



Joseph M. [Signature]  
its Secretary

AREA HOUSING COMMISSION, a public body corporate and politic

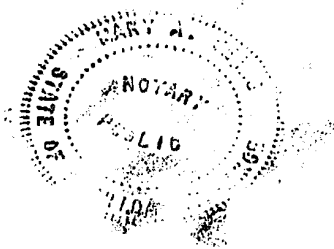
By: Janita L. [Signature]  
its Chairperson

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared Janita L. [Signature] and Joseph M. [Signature], known to me to be the individuals described by said names and who executed the foregoing instrument, and to be the Chairperson and Secretary, respectively, of AREA HOUSING COMMISSION, a public body corporate and politic, and acknowledged and declared that they as officers of the said commission, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 27<sup>th</sup> of June, 1990.

Mary A. Seaton  
NOTARY PUBLIC  
My Commission Expires: 3-26-90



NOTARY PUBLIC  
MARY A. SEATON  
3-26-90

OCT 31 3 50 PM '90

FILED AND  
THE PUBLIC  
ESCAPE

836808