

Dear Neighbors,

As we all know Pensacola was hit hard by Hurricane Sally and so was Lake Charlene. Our neighborhood and our neighbors are continuing to recover from flood water and wind damage. We write to you today to provide information on what the Board has done since Sally. We have attached to this letter a brief history of events and copies of the easement presented to the county from LCHA (Lake Charlene Homeowners Association) and the easement the county presented. We will go into detail about these documents. It is very important that we all are aware of the ramifications of agreeing to the country's easement too at least make an informed decision.

You obviously have the right to use whatever means necessary to voice your opinion, but it is time we all try to work together and find solutions to the flooding. Actions that are taken today need to be balanced versus the ramification of those actions in future. It is time to understand the problems we face, which are multiple in nature and there is no one solution that will solve all flooding problems. We as an association need to come together, understand the issues, and collectively decide the way forward. We want you to understand that the LCHA board has and is working with this situation.

In the past we negotiated from a defensive posture, wherein the existing board was trying in good faith to get the best project agreement they could for the neighborhood and all of our neighbors. That ended up being the acceptance of the county's only offer which was for the county to take over control of the outflow area, the level of the lake, managing it as a county stormwater holding pond, and most importantly the removal of our association having any input as to its future, once the LCHA property was deeded over to the County in an easement. The LCHA Board signed the County easement, contingent on our homeowners meeting our own requirements, a two-thirds majority of all homeowners voting in favor, according to the Covenants & Restrictions. We need assurances that the county will discontinue diverting additional stormwaters projects into Lake Charlene in the future. We do not want our private lake to be used as a retention pond that we then are financially and liable for the lake.

Our 50 year old lake would become one of the County's largest regional retention ponds, and if the county decided to do what it wanted in the future, because it

controls the outflow, and the inflow at this point it could lower it to whatever level they wanted. The nine-inch drop will only protect some homes from flooding if 13.44 inches of rain fell. Last month's rainfall, perhaps double that would have flooded many homes, forcing a new plan. In the 2015 brief attached, reference is made to three flooding models: 1. The 2014 flood, 2. Flooding given a 100 year rain event (13.44 inches) and 3. Flooding after the FEMA project is completed given the 100 year rain event (13.44 inches)) However, If you think that is simply verbosity, then look at the specific language contained in the attachment county easement attached, there are clauses in that easement that prevent the HOA from legally redressing any wrongs that the county did while installing the FEMA project and any in the future.

Board members met last week with an environmental lawyer and a former county lawyer, exploring legal options if any as to the way ahead to see if we can get the county to simply adhere to the 2007 Warrington Water Basin Report, specifically as it relates to possible County harm that was and is being done to our association in all of our areas, those on the lake, those near the lake, and those that are in low laying areas.

It was determined that there were possible actionable items, but it would require funding both our own engineer report that is Lake Charlene specific, that will identify those areas wherein the greatest harm is being witnessed, those areas identified for potential remediation as well as the necessary funding for requisite Attorney's fees for representing us in this. We are awaiting information along those lines to share to the association as to the expense of such an undertaking.

Funding for both would have to be generated from all of us, should this be an option the association would want to explore. We have asked an additional question to them, regarding another possibility, of going forward outside of the association and are awaiting a response. Once we receive a determination of that issue, we will provide additional information.

In closing, there has been much emotional discussions involving the fact that the former County's Lake Charlene drainage project, failed due to a vote that is seen by some, as unfair. Our covenants and restrictions were identified by county attorneys as being a prerequisite prior to implementation of the easement. The requirement is for 2/3rds of actual owners agree to the divestiture of the property necessary. Voting was sent by certified mail to the address of record, we had on file. This vote failed to reach the requirements, and as such did not proceed.

Again, for the vote to have passed our Covenants and Restrictions require 2/3rds of homeowners to agree to the divestiture of the property. Our covenants do not call for a majority vote, it called for 2/3rds of those having a right to vote.

We may again be proceeding along those lines, but for now, the Board is exploring all possible options, so that all of us have as much information as possible in order to make the best decisions for our community.

Again, for all of those affected and concerned for the future, we share your frustration, but understand the Board represents all homeowners, including those affected and those not affected by stormwaters. Additionally, we represent those who live on the lake or canals and those who do not, everyone has a say, and together we will find the way.

Therefore, we invite you to come to the meeting of the LCHA to address the flooding issues. We are exploring facilities that may be able to host us to discuss this most important topic. Once that location and time is finalized, we will post accordingly. The Board will present the options available to us moving forward. We look forward to hearing your ideas and answering your questions. The one sure thing is for everyone to know ALL the facts, so we can look forward as a community. Lake Charlene was always recognized as a Jewel in the county's West-side and it still is. We all chose to make this our home; We should be proud that it's still OUR little slice of paradise.

Dean Kirschner

Buddy Macon

Cassie Hamblen

Victor Everett

Steve Erickson

Lake Charlene Homeowner Association

On Sunday the 13th of September, at 1530, (36 hours preceding Hurricane Sally's brunt), the Wier Gate (water outflow gate) was indeed raised to allow outflow to immediately happen. On Monday morning, the 14th, another action was taken that allowed the outflow pipe to be at its fullest operational capacity.

Much discussion from concerned homeowners on social media, prior to the event stated that the gate was not open, indeed it was open. After multiple observation trips (6) to the gate throughout Monday and Tuesday, insuring its operation, even including one at midnight on Tuesday the 15th, showed the outflow pipe having the capacity to handle the dispersing water, but never reached beyond its limit to do so, although looking downstream at the carwash on Navy Blvd showed flooding there by midnight Tuesday. Our outfall water flow was operating well, at least until Midnight, as it was designed.

Reports indicate flooding occurred in the early morning hours of Wednesday, the 16th at about three to four AM. Immediately, after the Hurricane, Board members canvassed areas affected, and communicated with homeowners as to where the water came from if they knew, and when it arrived.

According to Kitty Hawk flood victims, which were interviewed, as of 0330 in the morning, there was less than 4-6 inches in their streets. Just one hour later at 0430, there was water lapping against their mailboxes and now entering into their homes. They also reiterated that water was coming from the west (from 72nd street), not from the east (where the lake is) and have videos of such.

The preemptory move on the part of the board and gate committee, allowed based on canal observation, 11 to 12 inches of water to be removed from the lakes and canals. Based on historical information, if the outflow beyond our gate were not obstructed, the lake would have dropped by about 18 inches. Vegetation in the ditch behind the apartments along south 61st Ave. appeared to hinder the outflow. Prior to the hurricane, the lake level was above its normal operating level, due to recent rain. The water level of the lake is always under observation throughout the year. Our lake maintenance has greatly reduced the vegetation in our canals, allowing much freer flow to the edge of our property on Lake Joanne Dr.

During this time period, a person or persons obviously not believing the gate was in operation, vandalized the gate by removing the lock and forcing the gate beyond its safety protocols, shearing the gate cover plate and damaging the screws which allow the opening and closing motion. As such the gate is now in need of serious repair.

In comparison, the amount of water accumulated during Hurricane Sally as it relates to Lake Charlene was at least equal to, if not greater than that of the flood of 2014, yet the total number of home's flooding this time was much less. The fact that we had an exceedingly high Category Two Hurricane, which simply stalled and allowed much more rain to be dispersed, with estimations in the Pensacola area at 20 to 35 inches of rain, caused widespread flooding throughout Pensacola.

We would like everyone interested to review several attachments. The first is the 2007 STORMWATER MANAGEMENT MASTER PLAN WARRINGTON BASIN ESCAMBIA COUNTY, FLORIDA, commissioned by Escambia County to provide information regarding the entirety of Escambia County's storm water plan for the Warrington Basin, where we live. Instead of the entire 277 pages, which can be viewed in its complete form by going to Escambia.com, and view the Storm Water Advisory Committee page, it is located in the bottom right hand. We are attaching starting at page 117 of that report, specifics as it relates to our property, i.e. Lake Charlene.

Please review, as it shows the county was on notice some 13 years ago to not place any more water in Lake Charlene, fix the problems that they had caused, stop any projects that were in place, and do not do any others in the future as it pertained to placing more water into Lake Charlene. The county did not adhere to this report, provided, and commissioned by them, and continued to add more water, As evidenced by the Myrtle Grove water project and its introduction to Lake Charlene in 2013.

There are to date and at least what we can identify nine drainage pipes that are affecting the Lakes and Canals, six of them bringing water into our lake from outside our subdivision. A review of an easement document shows that the County was granted the right by the association in 1980, to place drainage pipes not associated with Lake Charlene into our lake system. A precursory review of the covenants and restrictions from that time, showed that there was no 2/3rds vote necessary to convey, like there is now. That easement is attached as well for your review. It must be noted that at that time, the total reason for doing so, was to be good community neighbors and allowing improvements for the Myrtle Grove Community Club ballpark, which the county now owns.

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

STORMWATER MANAGEMENT AND UTILITY EASEMENT

THIS GRANT OF STORMWATER MANAGEMENT AND UTILITY EASEMENT is made this 5th day of April, 2019, by and between Lake Charlene Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is P.O. Box 36277, Pensacola, Florida 32516 (Grantor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of real property (the Property) in Escambia County, Florida, more particularly described in the warranty deed recorded in Official Record Book 1078 at page 861 of the public records of Escambia County, Florida; and

WHEREAS, Grantee desires to use a portion of Grantor's Property for the purpose of access for persons and equipment and construction and maintenance of the stormwater management and utility structures shown on the attached Exhibit A; and

WHEREAS, Grantor has agreed to grant a Stormwater Management and Utility Easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee to Grantor, does grant to Grantee and its successors and assigns a perpetual, exclusive easement over the real property described in the attached Exhibit A for the purpose of constructing and maintaining the stormwater management and utility structures located within the easement area, including but not limited to the existing sixty-six inch (66") concrete pipe and attached concrete endwall, wood-capped vinyl sheet pile and wooden retaining walls, and sluice gate structures, together with the right of ingress and egress over and across the easement area and all other rights and privileges necessary and convenient for the purposes described above; provided, however, that the rights conveyed by this easement shall not include the right of access to the easement area or Lake Charlene for the public-at-large.

GRANTOR covenants with Grantee that at the time of delivery of this instrument, Grantor is well seized and possessed of the Property; Grantor has good right and title to convey; the Property is free from all encumbrances to Grantee; Grantor shall have peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it

against the lawful claims of persons whomsoever.

GRANTOR FURTHER WARRANTS that written notice of the conveyance of this Stormwater Management and Utility Easement to Grantee was sent to every member of Lake Charlene Homeowners Association, Inc., at least ninety (90) days in advance of the date of this instrument, and that the attached Exhibit B contains the signatures of members entitled to cast two-thirds (2/3) of the votes of each class of membership in the association, as provided in Article VI of the Covenants and Restrictions of Lake Charlene subdivision recorded in Official Record Book 874 at page 285 of the public records of Escambia County, Florida.

Signed, sealed and delivered
in our presence as Witnesses:

GRANTOR:
Lake Charlene Homeowners Association,
Inc.

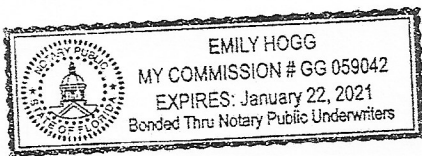
Witness Emily Hogg
Print Name Emily Hogg

Witness Heathers Mahoney
Print Name Heathers Mahoney

By: B. Vanosdall
Bernard Vanosdall, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 5th day of April, 2019, by Bernard Vanosdall, as President of Lake Charlene Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He () is personally known to me, or (x) has produced current FL DL as identification.



(Notary Seal)

Emily Hogg
Signature of Notary Public
Emily Hogg
Printed Name of Notary Public

ACCEPTANCE

This Stormwater Management and Utility Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2019, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

Exhibit B

CONSENT OF MEMBERS

The undersigned members of the Lake Charlene Homeowners Association, Inc., a Florida not-for-profit corporation, consent to the conveyance of the attached Stormwater Management and Utility Easement to Escambia County as required by Article VI of the Covenants and Restrictions of Lake Charlene subdivision recorded in Official Record Book 874 at page 285 of the public records of Escambia County, Florida:

Signature

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____. He/She () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

Signature

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____. He/She () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

Signature

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____. He/She () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

This instrument prepared by and return to:
WILLIAM J. DUNAWAY
Clark. Partington
Post Office Box 13010
Pensacola, FL 32591-3010

**EASEMENT AGREEMENT FOR CONSTRUCTION,
USE, AND MAINTENANCE OF DRAINAGE SYSTEM**

THIS EASEMENT AGREEMENT FOR CONSTRUCTION, USE AND MAINTENANCE OF DRAINAGE SYSTEM (this "Agreement") is made this 5th day of April, 2019, by and among **LAKE CHARLENE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association"), and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, ("County"), for the following uses and purposes.

RECITALS:

WHEREAS, Association owns certain real property in Escambia County, Florida within the Lake Charlene Subdivision, a subdivision filed in Plat Book 9 at page 53A through 53(D) as described and recorded in Official Records Book 1078, Page 861 and 862 of the Escambia County public records (the "Lake Charlene Property").

WHEREAS, County desires to construct and use a drainage system (the "Drainage System") on a portion of the Lake Charlene Property, more particularly described and depicted on Exhibit A attached hereto (the "General Easement Area").

WHEREAS, Association desires to grant County a non-exclusive easement for the construction, use, and maintenance of the Drainage System on the General Easement Area that is on the Lake Charlene Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties, for themselves, their successors and assigns, agree as follows:

1. Recitals. The recitals provided above are true and correct and are incorporated herein in their entirety.

2. Definitions.

(a) Drainage System. The term Drainage System, as used in this agreement, shall mean a weir approximately 22.35 feet from the North American Vertical Datum of 1988 (NAVD88), no more than nine inches (9") below the current water level of the lakes and canals on the Lake Charlene Property, the opening of the current outflow pipe downstream of the weir, and the addition of two more outflow pipes downstream of the weir. The Weir will maintain the water level in the lake and canals at 9" below the current normal level (the new level will be approximately 22.35 feet NAVD88) with minor variations due to rain and evaporation.

3. Grant of Easement.

(a) Association hereby grants to County, its employees and agents, a nonexclusive easement to construct, use, and maintain the Drainage System on the General Easement Area subject to the terms and conditions contained in this Agreement.

(b) This Agreement authorizes County, its employees and agents, to use, within the General Easement Area, equipment, personnel, and materials reasonably necessary for the construction of the Drainage System. County shall take reasonable action to ensure that sound, dust, dirt, water, and other nuisances to the neighborhood are minimized.

(c) County is responsible for ensuring that the Drainage System complies with all applicable rules and regulations, and County will be responsible for costs and fines that result from its failure to do so.

(d) The construction of the Drainage System may commence at the time this agreement is executed and is expected to be completed by March 31, 2020 according to the FEMA HMGP proposal. County is solely responsible for returning the General Easement Area, and other properties affected during construction, to their original state (subject to the new Drainage System), including, but not limited to, the replacement of grass and plantings in the appropriate areas.

(e) The uses of the easement are limited to the purposes stated within this Section 3. County shall not use or permit use of the easements in any way that may create a dangerous condition or create any interference with the current or future use of any part or all of the Lake Charlene Property. Nothing in this easement shall prevent Association from maintaining, controlling, or repairing Lake Charlene Property.

4. Maintenance of General Easement Area. County shall, at its sole cost and expense, repair, keep, and maintain the General Easement Area and Drainage System in good condition and ensure its compliance with all applicable rules and regulations. County shall ensure silt control methods are in place for all storm water entering Lake Charlene and shall maintain the proper functioning of its storm water system in the Lake Charlene Property. To the extent maintenance and repair is necessary, County shall use reasonable efforts to ensure maintenance and repair do not have an adverse effect on Association or its members. Association may make repairs to the General Easement Area and Drainage System if such repairs are reasonably necessary to mitigate or prevent adverse impact on Lake Charlene Property and such repairs shall not be deemed a violation of this Section. County will be responsible for reimbursement to Association and/or its members for all reasonable costs expended in connection with the repairs.

5. Indemnity.

(a) County shall indemnify and hold Association harmless from and against all liabilities, causes of action, suits, claims and expenses (including reasonable attorneys' fees) resulting or arising from the Drainage System, not limited to the County's negligence or willful misconduct in the performance of obligations or the use or exercise of easements and rights under this Agreement.

6. Covenants Running with the Land. This Agreement and the easement benefits and burdens created and granted herein shall be appurtenant to and run with the title to the Lake Charlene Property and shall be for the benefit of and binding upon the parties and their successors and assigns.

7. Amendment. This Agreement shall not be changed, amended or modified except by an instrument in writing, executed by the owners of record of the Lake Charlene Property and Escambia County at the time of the amendment or modification. All such amendments shall be recorded in the Escambia County Public Records.

8. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement. Venue for any legal action shall be in Escambia County, Florida.

9. Attorney's Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in the action.

10. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) written below.

[Signature pages follow]

Signed, sealed and delivered in the presence of

Print Name: Emily Hogg

Print Name: Heather S. Manoney

LAKE CHARLENE HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

By its President:

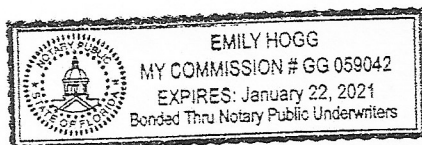
Bernard Vanosdall
Bernard Vanosdall

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Agreement was acknowledged before me this 5th day of April, 2019, by BERNARD VANOSDALL as the President of LAKE CHARLENE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is () personally known to me or has (☒) produced FL DL as identification.

Emily Hogg
Notary Public

(NOTARY PUBLIC SEAL)



Signed, sealed and delivered in the presence of

ESCAMBIA COUNTY, a political subdivision of
the State of Florida

Print Name: _____

By its Chairman:

Print Name: _____

Lumon J. May

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Agreement was acknowledged before me this _____ day of _____, 2019, by LUMON MAY as the Chairman for ESCAMBIA COUNTY, a political subdivision of the State of Florida, who is () personally known to me or has () produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

Exhibit A

(General Easement Area)

The South 98 feet of a 30 foot wide "Canal Common Area" lying East of Lot 66, Block "B" as recorded in Plat Book 9, Page 53B. Contains 2,940 square feet or 0.07 acres more or less.

And

The lands lying East of a 30 foot canal, according to the Plat of Lake Charlene, recorded in Plat Bok 9, Pages 53A through 53D, inclusive, North of Lake Joanne Dr., and South of Lot 1, Block A, and West of Parcel "C", Lake Charlene East, According to the Plat thereof, recorded in Plat Book 14, Page 72, of the Public Records of Escambia County, Florida.