

TAX COLLECTOR'S CERTIFICATION

**Application
Date / Number
Dec 2, 2015 / 150423**

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 5553.0000**, issued the **1st day of June, 2013**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 09-4071-940**

Certificate Holder:
STILLWATER FALLS LLC
600 LAKE HARBOR CIR
ORLANDO, FLORIDA 32809

Property Owner:
IRREVOCABLE TRUST THE FBO
MCALPIN KELLER B
PO BOX 111
PENSACOLA, FLORIDA 32591

Legal Description:

BEG NE COR OF LT 4 FAIRFIELD LAKE EST S/D PB 16 P 69 N 72 DEG 23 MIN 40 SEC W ALG N LI OF LT 4 33 66/100 FT S 17 DEG 36 MIN 20 SEC W 21 86/100 FT TO S ...

See attachment for full legal description.

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

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	5553.0000	06/01/13	\$96.31	\$0.00	\$44.16	\$140.47

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2015	5593.0000	06/01/15	\$104.27	\$6.25	\$10.95	\$121.47
2014	5192.0000	06/01/14	\$107.16	\$6.25	\$25.72	\$139.13

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2015)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(%)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$401.07
\$0.00
\$72.84
\$200.00
\$125.00
\$798.91
\$798.91
\$6.25

*Done this 2nd day of December, 2015

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Candice Lewis

Date of Sale February 1, 2016

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

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

12/2/2015

FULL LEGAL DESCRIPTION
Parcel ID Number: 09-4071-940

December 07, 2015
Tax Year: 2012
Certificate Number: 5553.0000

BEG NE COR OF LT 4 FAIRFIELD LAKE EST S/D PB 16 P 69 N 72 DEG 23 MIN 40 SEC W ALG N LI OF LT 4 33
66/100 FT S 17 DEG 36 MIN 20 SEC W 21 86/100 FT TO S LI OF CROSS ESMNT FOR POB S 01 DEG 27 MIN 28
SEC W 40 FT S 72 DEG 36 MIN 39 SEC E 40 FT TO ELY LI OF LT 4 N 01 DEG 27 MIN 28 SEC E ALG E LI 40 FT
TO S LI OF CROSS ESMNT N 72 DEG 36 MIN 39 SEC W ALG S LI OF ESMNT 40 FT TO POB OR 6637 P 815 OR
6655 P 1332

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**STILLWATER FALLS LLC
600 LAKE HARBOR CIR
ORLANDO, Florida, 32809**

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

Certificate No.	Parcel ID Number	Date	Legal Description
5553.0000	09-4071-940	06/01/2013	BEG NE COR OF LT 4 FAIRFIELD LAKE EST S/D PB 16 P 69 N 72 DEG 23 MIN 40 SEC W ALG N LI OF LT 4 33 66/100 FT S 17 DEG 36 MIN 20 SEC W 21 86/100 FT TO S LI OF CROSS ESMNT FOR POB S 01 DEG 27 MIN 28 SEC W 40 FT S 72 DEG 36 MIN 39 SEC E 40 FT TO ELY LI OF LT 4 N 01 DEG 27 MIN 28 SEC E ALG E LI 40 FT TO ... See attachment for full legal description.

2015 TAX ROLL

IRREVOCABLE TRUST THE FBO
MCALPIN KELLER B
PO BOX 111
PENSACOLA , Florida 32591

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

dbarr12 (Travis Barr)

12/02/2015

Applicant's Signature

Date

FULL LEGAL DESCRIPTION
Parcel ID Number: 09-4071-940

December 07, 2015
Tax Year: 2012
Certificate Number: 5553.0000

BEG NE COR OF LT 4 FAIRFIELD LAKE EST S/D PB 16 P 69 N 72 DEG 23 MIN 40 SEC W ALG N LI OF LT 4 33
66/100 FT S 17 DEG 36 MIN 20 SEC W 21 86/100 FT TO S LI OF CROSS ESMNT FOR POB S 01 DEG 27 MIN 28
SEC W 40 FT S 72 DEG 36 MIN 39 SEC E 40 FT TO ELY LI OF LT 4 N 01 DEG 27 MIN 28 SEC E ALG E LI 40 FT
TO S LI OF CROSS ESMNT N 72 DEG 36 MIN 39 SEC W ALG S LI OF ESMNT 40 FT TO POB OR 6637 P 815 OR
6655 P 1332

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

dbarr12 (Travis Barr)

Applicant's Signature

12/02/2015

Date



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

Amendment 1/Portability Calculations

[Back](#)

← [Navigate Mode](#) [Account](#) [Reference](#) →

[Printer Friendly Version](#)

General Information	
Reference:	192S314300000040
Account:	094071940
Owners:	IRREVOCABLE TRUST THE FBO MCALPIN KELLER B
Mail:	C/O BOARDWALK & PARK PLACE LLC PO BOX 111 PENSACOLA, FL 32591
Situs:	8046 W HIGHWAY 98 32506
Use Code:	UTILITY, GAS, ELECT. <input checked="" type="checkbox"/>
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2015	\$1	\$5,069	\$5,070	\$5,070
2014	\$1	\$5,069	\$5,070	\$5,070
2013	\$95	\$4,816	\$4,911	\$4,911
Disclaimer				
Amendment 1/Portability Calculations				

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/14/2014	7211	1433	\$100	QC	View Instr
11/05/2010	6655	1332	\$100	QC	View Instr
09/20/2010	6637	815	\$100	QC	View Instr
11/2002	5011	1627	\$100	WD	View Instr
09/2000	4611	1780	\$100	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2015 Certified Roll Exemptions	
None	
Legal Description	
BEG NE COR OF LT 4 FAIRFIELD L AKE EST S/D PB 16 P 69 N 72 DE G 23 MIN 40 SEC W ALG N LI OF LT 4 33 66/100 FT S 17 DEG 36...	
Extra Features	
BLOCK/BRICK BUILDING TOWER WOOD FENCE	

Parcel Information

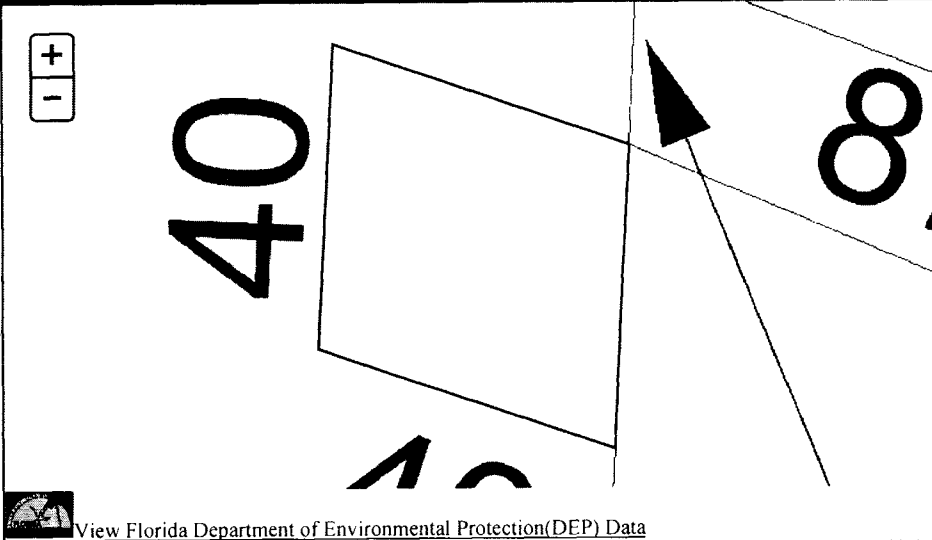
[Launch Interactive Map](#)

Section Map Id:
22-2S-31

Approx. Acreage:
0.0400

Zoned:

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

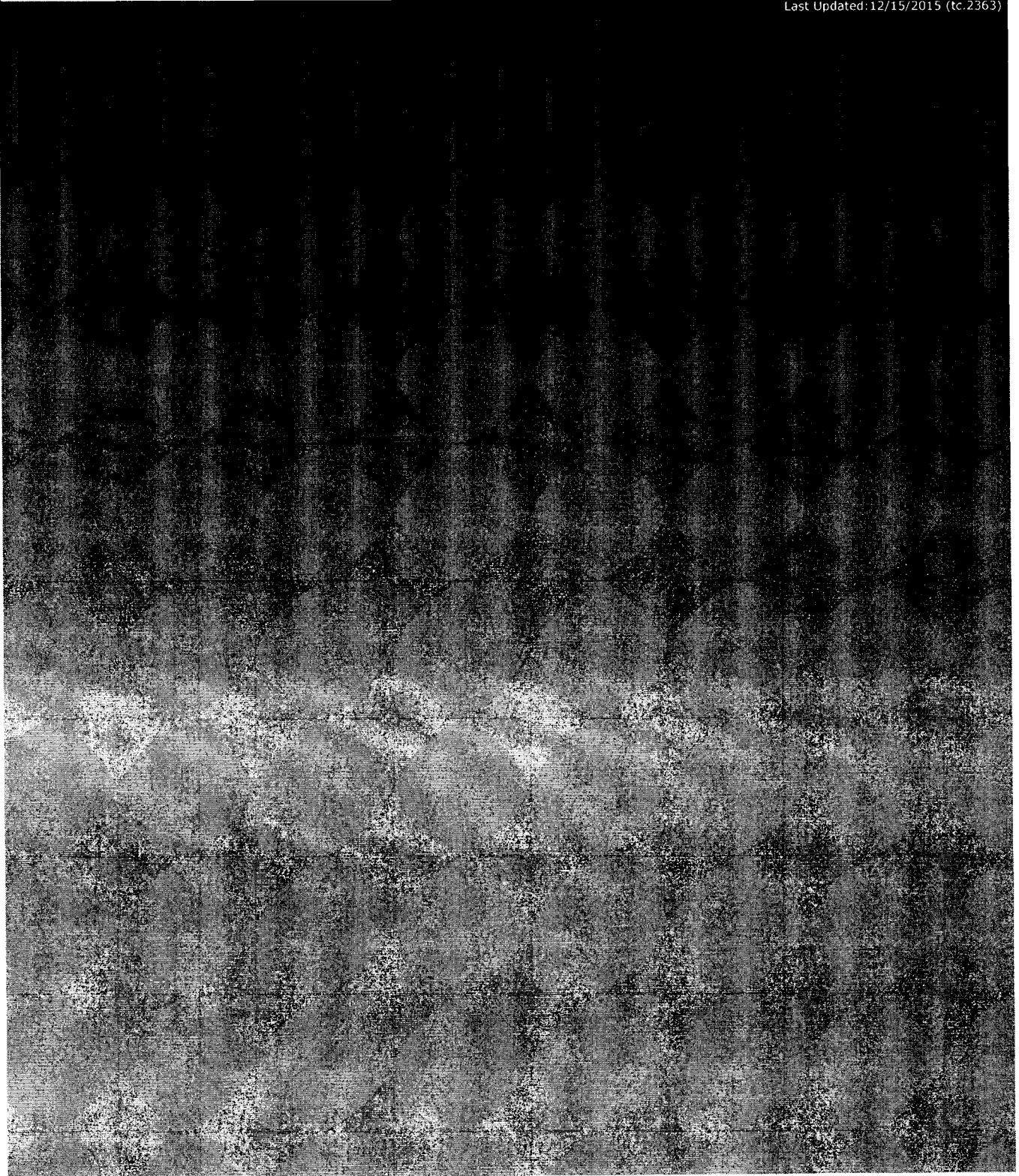
[Images](#)



3/30/07

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.

Last Updated: 12/15/2015 (tc.2363)



Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12467

December 10, 2015

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 12-09-1995, through 12-09-2015, and said search reveals the following:

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

Boardwalk and Park Place, LLC / The Revocable Trust for the Benefit of Keller Barrington McAlpin

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: 

December 10, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12467

December 10, 2015

192S31430000040 - Full Legal Description

BEG NE COR OF LT 4 FAIRFIELD LAKE EST S/D PB 16 P 69 N 72 DEG 23 MIN 40 SEC W ALG N LI OF LT 4 33
66/100 FT S 17 DEG 36 MIN 20 SEC W 21 86/100 FT TO S LI OF CROSS ESMNT FOR POB S 01 DEG 27 MIN 28 SEC
W 40 FT S 72 DEG 36 MIN 39 SEC E 40 FT TO ELY LI OF LT 4 N 01 DEG 27 MIN 28 SEC E ALG E LI 40 FT TO S LI
OF CROSS ESMNT N 72 DEG 36 MIN 39 SEC W ALG S LI OF ESMNT 40 FT TO POB OR 6637 P 815 OR 6655 P
1332

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12467

December 10, 2015

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

1. Subject to lease between LodgeSouth, Inc. and Jesta Towers recorded in O.R. Book 4629, page 512. Assigned to GTP Acquisition Partners III, in O.R. Book 6158, page 722.
2. Taxes for the year 2012-2014 delinquent. The assessed value is \$5,070.00. Tax ID 09-4071-940.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 2-1-2016

TAX ACCOUNT NO.: 09-4071-940

CERTIFICATE NO.: 2013-5553

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

YES NO

- Notify City of Pensacola, P.O. Box 12910, 32521
 Notify Escambia County, 190 Governmental Center, 32502
 Homestead for _____ tax year.

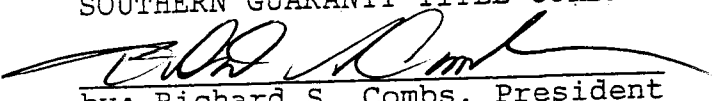
Boardwalk & Park Place, LLC/
The Revocable Trust for the
Benefit of Keller Barrington McAlpin
c/o Richard McAlpin
P.O. Box 111
Pensacola, FL 32591

GTP Acquisition Partners III, LLC
116 Huntington Ave.
Boston, MA 02116

LodgeSouth, Inc.
c/o Richard McAlpin
P.O. Box 111
Pensacola, FL 32591

Certified and delivered to Escambia County Tax Collector,
this 10th day of December, 2015.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

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

Recording requested by: _____ Space above reserved for use by Recorder's Office
When recorded, mail to: _____ Document prepared by:
Name: Richard R. McAlpin Name Richard R. McAlpin
Address: P.O. Box 111 Address P.O. Box 111
City/State/Zip: Pensacola FL 32591 City/State/Zip Pensacola FL 32591
Property Tax Parcel/Account Number: _____

Quitclaim Deed

This Quitclaim Deed is made on August 14th 2014, between
* _____, Grantor, of Escambia County
_____, City of Pensacola, State of Florida
and Boardwalk & Park Place, LLC, Grantee, of Escambia County
_____, City of Pensacola, State of Florida

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at See Exhibit A
_____, City of Pensacola, State of Florida:

*** Grantor THE IRREVOCABLE TRUST FOR THE BENEFIT OF KELLER
BARRINGTON MCALPIN**

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.
Taxes for the tax year of 2014 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Dated: 8/14/14

R.R. McAlpin, Trustee
Signature of Grantor

THE IRREVOCABLE TRUST FOR THE BENEFIT OF KELLER BARRINGTON MCALPIN
Name of Grantor

Jessica Monge
Signature of Witness #1

Jessica Monge
Printed Name of Witness #1

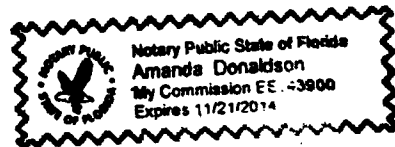
Kimberly Donaldson
Signature of Witness #2

Kimberly Donaldson
Printed Name of Witness #2

State of Florida County of Escambia

On August 14th 2014, the Grantor, Richard R. McAlpin, personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Amanda Donaldson
Notary Signature



Notary Public,
In and for the County of Escambia State of Florida

My commission expires: 11/21/2014 Seal

Send all tax statements to Grantee.

EXHIBIT A

DESCRIPTION OF REAL ESTATE

All that certain parcel or tract of real property being part of Lot 4, Fairfield Lakes, according to the plat thereof as recorded in Plat Book 16, Page 69 of the Public Records of Escambia County, Florida more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of Lot 4, Fairfield Lakes as recorded in Plat Book 16, Page 69 of the Public Records of Escambia County, Florida; thence run North 72 degrees 23 minutes 40 seconds West along the North line of said Lot 4 a distance of 33.66 feet; thence South 17 degrees 36 minutes 20 seconds West, 21.86 feet to a point on the South boundary of a Cross Easement for ingress and egress as shown on the plat of said Fairfield Lakes, and the point of beginning of the property herein described; thence go South 01 degrees 27 minutes 28 seconds West a distance of 40.00 feet; thence go South 72 degrees 36 minutes 39 seconds East a distance of 40.00 feet to a point on the Easterly line of Lot 4; thence go North 01 degrees 27 minutes 28 seconds East along said East line a distance of 40.00 feet to a point on the South boundary of said Cross Easement; thence go North 72 degrees 36 minutes 39 seconds West along the South line of said Cross Easement, a distance of 40.00 feet to the point of beginning.

Subject to and Together with:

A NON-EXCLUSIVE RECIPROCAL EASEMENT for use of a portion of that certain cross easement for ingress and egress shown on the plat of Fairfield Lakes as recorded in Plat Book 16, Page 69 of the Official Records of Escambia County, Florida, AND BEING described as follows: Beginning at the Northeast corner of Lot 4, Fairfield Lakes, as recorded in Plat Book 16, Page 69 of the Official Records of Escambia County, Florida; thence South 72°-23'-46" East along the North line of said cross easement, a distance of 87.63 feet; thence South 68°-25'-47" East along the North line of said cross easement, a distance of 132.73 feet; thence South 89°-15'-24" East along the North line of said cross easement, a distance of 325.46 feet; thence South 01°-16'-35" West along the West right-of-way line of Fairfield Drive (100 foot right-of-way), a distance of 31.91 feet; thence North 89°-07'-51" West along the South line of said cross easement, a distance of 328.37 feet; thence North 67°-38'-47" West along said South line, a distance of 220.41 feet; thence North 72°-36'-39" West along said South line, a distance of 40.0 feet; thence North 17°-36'-20" East, 21.86 feet to the North line of said Lot 4; thence South 72°-23'-40" East along the North line of said Lot 4, a distance of 33.66 feet to the Point of Beginning.

RE: 19-25-31-4300-000-040

Prepared by:
E.C. Walters (850-432-1090)
220 S. Palmetto Pl.
Pensacola, FL 32502

CORRECTIVE SPECIAL QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this 5th day of November, 2010, by Little Sabine Investment Group, Inc., a Florida Corporation, whose address is: 40 FT. Pickens Rd., Pensacola Beach, FL 32561 hereinafter called the "Grantor," to THE IRREVOCABLE TRUST FOR THE BENEFIT OF KELLER BARRINGTON MCALPIN (Trust # 47-6238853) whose address is: 2200 E. Mallory St. Pensacola, FL 32503, hereinafter called the "Grantee":

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00, and other valuable considerations, receipt whereof being hereby acknowledged hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all the right, title, interest, claim, and demand which the said Grantor has in and to that certain land situate in Escambia County, Florida to-wit:

See Exhibit "A"

This DEED is given for the purpose of correcting that certain deed between the parties hereto as recorded in Official Records Book ~~5002~~ ¹⁶³⁷ Page ~~0537~~ ^{B15} in which the Grantor was not properly identified as the President of Little Sabine Investment Group, Inc.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor, Richard R. McAlpin, acting as duly authorized officer for and on behalf of Little Sabine investment Group, Inc. has signed and sealed these presents the day and year first above written.

GRANTOR:

Sign: [Signature]
Print: Richard R. McAlpin

Witness: (2 required)

Sign: [Signature]
Print: Bridget Bladen

Sign: [Signature]
Print: E.C. Walters

STATE OF FLORIDA COUNTY OF ESCAMBIA

I, Sandy Brannon, the undersigned authority, a Notary Public in and for said State, hereby certify that Richard R. McAlpin, whose name is signed to the foregoing conveyance, who is known to me, acknowledge before me on this day, that being informed of the contents of said conveyance, he executed the same as such officer with full authority, for and on behalf of said corporation, voluntarily on the day the same bears date.

Given under my hand and official seal, this 5th day of November, 2010.

[Signature]
Notary Public

(NOTARY'S SEAL)



EXHIBIT A

DESCRIPTION OF REAL ESTATE

All that certain parcel or tract of real property being part of Lot 4, Fairfield Lakes, according to the plat thereof as recorded in Plat Book 16, Page 69 of the Public Records of Escambia County, Florida more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of Lot 4, Fairfield Lakes as recorded in Plat Book 16, Page 69 of the Public Records of Escambia County, Florida; thence run North 72 degrees 23 minutes 40 seconds West along the North line of said Lot 4 a distance of 33.66 feet; thence South 17 degrees 36 minutes 20 seconds West, 21.86 feet to a point on the South boundary of a Cross Easement for ingress and egress as shown on the plat of said Fairfield Lakes, and the point of beginning of the property herein described; thence go South 01 degrees 27 minutes 28 minutes West a distance of 40.00 feet; thence go South 72 degrees 36 minutes 39 seconds East a distance of 40.00 feet to a point on the Easterly line of Lot 4; thence go North 01 degrees 27 minutes 28 seconds East along said East line a distance of 40.00 feet to a point on the South boundary of said Cross Easement; thence go North 72 degrees 36 minutes 39 seconds West along the South line of said Cross Easement, a distance of 40.00 feet to the point of beginning.

Subject to and Together with:

A NON-EXCLUSIVE RECIPROCAL EASEMENT for use of a portion of that certain cross easement for ingress and egress shown on the plat of Fairfield Lakes as recorded in Plat Book 16, Page 69 of the Official Records of Escambia County, Florida, AND BEING described as follows: Beginning at the Northeast corner of Lot 4, Fairfield Lakes, as recorded in Plat Book 16, Page 69 of the Official Records of Escambia County, Florida; thence South 72°-23'-46" East along the North line of said cross easement, a distance of 87.63 feet; thence South 68°-25'-47" East along the North line of said cross easement, a distance of 132.73 feet; thence South 89°-15'-24" East along the North line of said cross easement, a distance of 325.46 feet; thence South 01°-16'-35" West along the West right-of-way line of Fairfield Drive (100 foot right-of-way), a distance of 31.91 feet; thence North 89°-07'-51" West along the South line of said cross easement, a distance of 328.37 feet; thence North 67°-38'-47" West along said South line, a distance of 220.41 feet; thence North 72°-36'-39" West along said South line, a distance of 40.0 feet; thence North 17°-36'-20" East, 21.86 feet to the North line of said Lot 4; thence South 72°-23'-40" East along the North line of said Lot 4, a distance of 33.66 feet to the Point of Beginning.

RF: 19-25-31-4300-000-040

MEMORANDUM OF LEASE

CLERK: Please return this document to:
 ✓ Cameron & Mittleman LLP
 ATTN: John W. Wolfe, Esq.
 56 Exchange Terrace
 Providence, R.I. 02903

This Memorandum of Lease is entered into on this 29th day of September, 2000, by and between LodgeSouth, Inc., with an address at 205 East Intendencia Street, Pensacola, Florida 32501 (hereinafter referred to as "Landlord") and Jesta Towers, Inc., a Florida Corporation with an address at 217A East Intendencia Street, Pensacola, Florida 32501 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a Option and Land Lease Agreement ("Agreement") on the 7th day of June, 2000, pursuant to which Tenant has leased from Landlord a certain parcel of real property, located in Escambia County, Florida and more particularly described in Exhibit 1 attached hereto, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for twenty five (25) years commencing on September 11, 2000 ("Commencement Date"), with four (4) successive five (5) year options to renew.
3. The parcel of real property which is the subject of the Agreement is described in Exhibit 1 annexed hereto (the "Premises").
4. Tenant possesses a right of first refusal to acquire the Premises.

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

Landlord:
LODGESOUTH, INC.

By: ROOR, M Esq.
Name: Richard M. Orr
Title: President

STATE OF Florida
COUNTY OF Santa Rosa

On the 29th day of September, personally appeared before me Richard M. Orr, as the Landlord named herein, and he/she acknowledged that he/she executed this Lease as his/her free act and deed in such capacity.

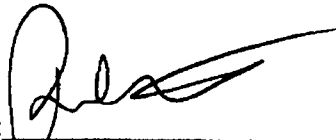
Brenda D. Steinle
Notary Public

My commission expires: _____

 **BRENDA D. STEINLE**
COMMISSION # CC 718350
EXPIRES FEB 19, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

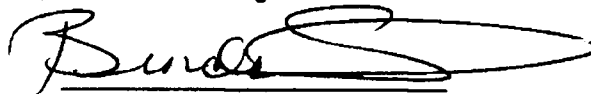
Tenant

JESTA TOWERS, INC.

By: 
Name: _____
Title: Richard E. Jesmonth
President

STATE OF Florida
COUNTY OF Santa Rosa

On the 28 day of September 2000, personally appeared before me Richard E. Jesmonth,
as President of the Tenant named herein, and he acknowledged that he executed this Lease
as his free act and deed in such capacity.



Notary Public

My commission expires: _____



BRENDA D. STEINLE
COMMISSION # CC 718350
EXPIRES FEB 19, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Exhibit 1

All that certain parcel or tract of real property being part of Lot 4, Fairfield Lakes, according to the plat thereof as recorded in Plat Book 16, Page 69 of the Public Records of Escambia County, Florida more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of Lot 4, Fairfield Lakes as recorded in Plat Book 16, Page 69 of the Public Records of Escambia County, Florida; thence run North 72 degrees 23 minutes 40 seconds West along the North line of said Lot 4 a distance of 33.66 feet; thence South 17 degrees 36 minutes 20 seconds West, 21.86 feet to a point on the South boundary of a Cross Easement for ingress and egress as shown on the plat of said Fairfield Lakes, and the point of beginning of the property herein described; thence go South 01 degrees 27 minutes 28 minutes West a distance of 40.00 feet; thence go South 72 degrees 36 minutes 39 seconds East a distance of 40.00 feet to a point on the Easterly line of Lot 4; thence go North 01 degrees 27 minutes 28 seconds East along said East line a distance of 40.00 feet to a point on the South boundary of said Cross Easement; thence go North 72 degrees 36 minutes 39 seconds West along the South line of said Cross Easement, a distance of 40.00 feet to the point of beginning.

Subject to and Together with:

A NON-EXCLUSIVE RECIPROCAL EASEMENT for use of a portion of that certain cross easement for ingress and egress shown on the plat of Fairfield Lakes as recorded in Plat Book 16, Page 69 of the Official Records of Escambia County, Florida, AND BEING described as follows: Beginning at the Northeast corner of Lot 4, Fairfield Lakes, as recorded in Plat Book 16, Page 69 of the Official Records of Escambia County, Florida; thence South 72°-23'-46" East along the North line of said cross easement, a distance of 87.63 feet; thence South 68°-25'-47" East along the North line of said cross easement, a distance of 132.73 feet; thence South 89°-15'-24" East along the North line of said cross easement, a distance of 325.46 feet; thence South 01°-16'-35" West along the West right-of-way line of Fairfield Drive (100 foot right-of-way), a distance of 31.91 feet; thence North 89°-07'-51" West along the South line of said cross easement, a distance of 328.37 feet; thence North 67°-38'-47" West along said South line, a distance of 220.41 feet; thence North 72°-36'-39" West along said South line, a distance of 40.0 feet; thence North 17°-36'-20" East, 21.86 feet to the North line of said Lot 4; thence South 72°-23'-40" East along the North line of said Lot 4, a distance of 33.66 feet to the Point of Beginning.

RCD Nov 20, 2000 10:12 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-789159

Escambia

Prepared by and when recorded, return to:

Timothy J. Culver, Esq.
Global Tower, LLC
1801 Clint Moore Road, Suite 110
Boca Raton, FL 33487

GTP Site Name: LAKE FAIRFIELD
GTP Site ID: FL-5212

10743367

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of May 25th, 2007, by and among GLOBAL TOWER, LLC, a Delaware limited liability company ("Assignor") and GTP ACQUISITION PARTNERS III, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor is contributing certain assets to its subsidiary, the Assignee.

WHEREAS, Assignor will assign all of its interest in the real property lease described on Exhibit A (the "Lease") to Assignee.

GTP Site Name: LAKE FAIRFIELD
GTP Site ID: FL-5212

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, Assignor and Assignee intending to be legally bound, agree as follows:

1. Assignment of Lease. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease, being the same premises leased to Assignor.
2. Acceptance and Assumption of Lease. Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor and the Lessor under the Lease (the "Lessor") to discharge and perform, as and when due, all obligations of Assignor accruing, arising out of, or relating to events or occurrences from and after the date hereof under the Lease.
3. Lessor as Third Party Beneficiary. Assignor and Assignee acknowledge that Lessor and its successors and assigns are intended third party beneficiaries of this Assignment and shall have the right to directly enforce Assignee's obligations and assumptions hereunder to the same extent as if they were a party hereto.
4. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile signatures on this Assignment shall be deemed to be original signatures.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Signature pages follow]

GTP Site Name: LAKE FAIRFIELD
GTP Site ID: FL-5212

[Assignee signature page to Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first above written.

Assignee:

GTP ACQUISITION PARTNERS III, LLC
a Delaware limited liability company

By: *M.C.G.*
Name: Marc C. Ganzi
Title: Chief Executive Officer

STATE OF: FLORIDA

COUNTY OF: PALM BEACH

I, the undersigned, a Notary Public of Palm Beach County and State of Florida, do hereby certify that Marc C. Ganzi personally came before me and acknowledged that he is Chief Executive Officer of GTP ACQUISITION PARTNERS III, LLC, a Delaware limited liability company, and that as Chief Executive Officer, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this 25th day of May, 2007.

NOTARY PUBLIC-STATE OF FLORIDA
Tracy M. Reich
Commission # DD579937
Expires: JULY 31, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Tracy M. Reich
Notary Public
Print Name: Tracy M. Reich
My Commission Expires: 7/31/2010

[NOTARY SEAL]

GTP Site Name: LAKE FAIRFIELD
GTP Site ID: FL-5212

[Assignor signature page to Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first above written.

Assignor:

GLOBAL TOWER, LLC
a Delaware limited liability company

By: *M.C.*
Name: Marc C. Ganzi
Title: Chief Executive Officer

STATE OF: FLORIDA

COUNTY OF: PALM BEACH

I, the undersigned, a Notary Public of Palm Beach county and State of Florida, do hereby certify that Marc C. Ganzi personally came before me and acknowledged that he is Chief Executive Officer of GLOBAL TOWER, LLC a Delaware limited liability company, and that as Chief Executive Officer, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this 25th day of May, 2007.

NOTARY PUBLIC-STATE OF FLORIDA
Tracy M. Reich
Commission # DDS79937
Expires: JULY 31, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

[NOTARY SEAL]

Tracy Reich
Notary Public
Print Name: Tracy M. Reich
My Commission Expires: 7/31/2010

GTP Site Name: LAKE FAIRFIELD
GTP Site ID: FL-5212

Exhibit A

Site Number:	FL-5212
Site Name:	LAKE FAIRFIELDFL-5212
Landlord Name:	Little Sabine Investment Group
Lease Exe Date:	6/7/2000
Recording information for Lease:	

Ground Lease Description:

Site ID: FL-5212

EXISTING LEASE AREA (DEED BOOK 5011, PAGE 1627)

Fairfield Lakes, a commercial Minor Subdivision of a portion of Section 19 & 22, Township 2 South, Range 31 West, as per plot recorded in Plat Book 16 at Page 69 of the public records of Escambia County, Florida. Portion of Lot 4, Legal Description: Commencing at the Northeast corner of Lot 4, Fairfield Lakes as recorded in Plat Book 16, Page 69 of the Official Records of Escambia County, Florida; run North 72°23'40" West along the North line of said Lot 4, a distance of 33.86 feet; thence South 17°36'20" West, 21.88 feet to a point on the South boundary of a cross easement for ingress and egress as shown on the plot of said Fairfield Lakes, and the Point of Beginning of the property herein described; thence South 01°27'28" West, 40.0 feet; thence South 72°36'39" East, 40.0 feet; feet to a point on the East boundary of said Lot 4; thence North 01°27'28" East along said East line, a distance of 40.0 feet to a point on the South boundary of said cross easement; thence North 72°36'39" West along the South line of said cross easement, a distance of 40.0 feet to the Point of Beginning.

14' X 40.13' LEASE AREA

A parcel of land being a portion of that certain tract of land as recorded in Deed Book 4406, Page 212 of the Official Records of Escambia County, Florida lying in Sections 19 and 22, Township 2 South, Range 31 West and being more particularly described as follows:

Begin at a capped rebar found in place on the Northwest corner of said tract, thence run S 73°32'51" E for a distance of 14.00 feet to a 5/8" capped rebar set (SMW LS 0006141); thence S 00°31'16" W for a distance of 40.13 feet to a 5/8" capped rebar set (SMW LS 0006141); thence N 73°32'51" W for a distance of 14.00 feet to a capped rebar found; thence N 00°31'16" E for a distance of 40.13 feet to the Point of Beginning. Said above described parcel contains 540 square feet, more or less.

TOGETHER WITH A NON-EXCLUSIVE RECIPROCAL EASEMENT for use of a portion of that certain cross easement for ingress and egress shown on the Plat of Fairfield Lakes as recorded in Plat Book 16, at Page 69, of the Official Records of Escambia County, Florida. And being described as follows: Beginning at the Northeast corner of Lot 4, Fairfield Lakes, as recorded in Plat Book 16, at Page 69, of the Official Records of Escambia County, Florida; thence South 72° 23'46" East along the North line of said cross easement, a distance 87.63 feet; thence South 68° 25'47" East along the North line of said cross easement, a distance of 132.73 feet; thence South 89° 15'24" East along the North line of said cross easement a distance of 325.46 feet; thence South 01° 16'35" West along the West right-of-way line of Fairfield Drive (100 foot right-of-way), a distance of 31.91 feet; thence North 89° 07'51" West along South line of cross easement, a distance of 328.37 feet; thence North 67° 38'47" West along said South line, a distance of 220.41 feet; thence North 72° 36'39" West along said South line, a distance of 40.0 feet; thence North 17° 36'20" East, 21.88 feet to the North line of said Lot 4; thence South 72° 23'40" East along the North line of said Lot 4, a distance of 33.86 feet to the Point of Beginning.

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

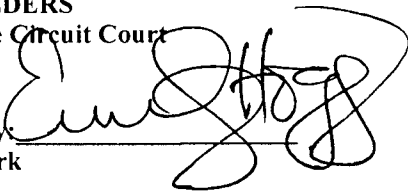
PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale

Account: 094071940 Certificate Number: 005553 of 2013

Payor: RICHARD MCALPIN PO BOX 111 PENSACOLA FL 32591 Date 12/22/2015

Clerk's Check #	1	Clerk's Total	\$485.13 \$935.16
Tax Collector Check #	1	Tax Collector's Total	\$829.13
		Postage	\$26.92
		Researcher Copies	\$14.00
		Total Received	\$1,355.18 959.16

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>

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
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BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

Case # 2013 TD 005553

Redeemed Date 12/22/2015

Name RICHARD MCALPIN PO BOX 111 PENSACOLA FL 32591

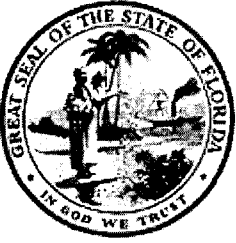
Clerk's Total = TAXDEED	\$485.13	
Due Tax Collector = TAXDEED	\$829.13	\$935.16
Postage = TD2	\$26.92	
ResearcherCopies = TD6	\$14.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 094071940 Certificate Number: 005553 of 2013

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 02/01/2016	Redemption Date 12/22/2015
Months	2	0
Tax Collector	\$798.91	\$798.91
Tax Collector Interest	\$23.97	\$0.00
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$829.13	\$805.16 <i>TC</i>
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$221.00	\$221.00
App. Fee Interest	\$14.13	\$0.00
Total Clerk	\$485.13	\$471.00 <i>CH</i>
Postage	\$26.92	\$0.00
Researcher Copies	\$14.00	\$14.00
Total Redemption Amount	\$1,355.18	\$1,290.16
	Repayment Overpayment Refund Amount	\$65.02

Notes ACTUAL SHERIFF \$40.00
 12/15/15 CALLED RICHARD MCALPIN AND TOLD HIM IF PAID BY
 12/23/15 IT WILL BE \$949.16, HE'S COMING IN SOON. EBH





Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

December 29, 2015

STILLWATER FALLS LLC
600 LAKE HARBOR CIR
ORLANDO FL 32809

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2013 TD 005553	\$471.00	\$0.00	\$471.00

TOTAL \$471.00

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

Emily Hogg
Tax Deed Division