



# 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

0222-55

## Part 1: Tax Deed Application Information

|                                     |   |                         |              |
|-------------------------------------|---|-------------------------|--------------|
| Applicant Name<br>Applicant Address | CITRUS CAPITAL HOLDINGS, LLC<br>CITRUS CAPITAL HOLDINGS FBO SEC PTY<br>PO BOX 54226<br>NEW ORLEANS, LA 70154-4226   | Application date        | Apr 16, 2021 |
| Property description                | PWH ACQUISITION AND DEVELOPMENTS LLC<br>913 E GONZALEZ ST<br>PENSACOLA, FL 32501<br>6000 ST ELMO ST BLK (OFF OF)<br>04-0566-500<br>BEG AT INTERSECT OF ELY R/W LI OF CSX RR<br>(100 FT R/W) WHERE A PERPENDICULAR LI TO<br>ELY R/W LI PASSES (Full legal attached.) | Certificate #           | 2019 / 1570  |
|                                     |   | Date certificate issued | 06/01/2019   |

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

| Column 1<br>Certificate Number | Column 2<br>Date of Certificate Sale | Column 3<br>Face Amount of Certificate | Column 4<br>Interest | Column 5: Total<br>(Column 3 + Column 4) |
|--------------------------------|--------------------------------------|--|----------------------|--|
| # 2019/1570                    | 06/01/2019                           | 796.50                                 | 39.83                | 836.33                                   |
| # 2020/1679                    | 06/01/2020                           | 1,494.28                               | 74.71                | 1,568.99                                 |
| → Part 2: Total*               |                                      |  |                      | 2,405.32                                 |

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

| Column 1<br>Certificate Number | Column 2<br>Date of Other<br>Certificate Sale | Column 3<br>Face Amount of<br>Other Certificate | Column 4<br>Tax Collector's Fee | Column 5<br>Interest | Total<br>(Column 3 + Column 4<br>+ Column 5) |
|--------------------------------|---|---|---------------------------------|----------------------|--|
| # /                            |   |   |                                 |                      |  |
| Part 3: Total*                 |   |   |                                 |                      | 0.00   |

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

|   |          |
|---|----------|
| 1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant<br>(*Total of Parts 2 + 3 above) | 2,405.32 |
| 2. Delinquent taxes paid by the applicant   | 0.00     |
| 3. Current taxes paid by the applicant  | 1,363.01 |
| 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     |
| 7. Total Paid (Lines 1-6)   | 4,143.33 |

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: <u>Candice dees</u>       | Escambia, Florida            |
| Signature, Tax Collector or Designee | Date <u>April 27th, 2021</u> |

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

| <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: _____  |  |
| Signature, Clerk of Court or Designee   |  |
| Date of sale <u>02/07/2022</u>  |  |

**INSTRUCTIONS + 12.50**

**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 INTERSECT OF ELY R/W LI OF CSX RR (100 FT R/W) WHERE A PERPENDICULAR LI TO ELY R/W LI PASSES THROUGH THE MOST SLY COR OF SEC 28 PT LYING S 29 DEG E 645 FT FROM INTERSECT OF SLY R/W LI OF HANCOCK LN (66 FT R/W) AND ELY R/W OF CSX RR (100 FT R/W) S 29 DEG E ALG ELY R/W LI 760 73/100 FT FOR POB DEPARTING ELY R/W LI OF CSX RR N 61 DEG E 456 70/100 FT S 29 DEG E 223 80/100 FT N 61 DEG E 310 30/100 FT TO WLY R/W LI OF ST ELMO ST (66 FT R/W) S 29 DEG E 50 53/100 FT DEPARTING WLY R/W LI OF ST ELMO ST (66 FT R/W) S 61 DEG W 107 FT S 29 DEG E 287 56/100 FT S 61 DEG W 350 FT N 29 DEG W 120 FT S 61 DEG W 310 FT TO ELY R/W LI OF CSX RR (100 FT R/W) N 29 DEG W ALG ELY R/W LI 441 89/100 FT TO POB OR 7877 P 566

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2100286

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

CITRUS CAPITAL HOLDINGS, LLC  
CITRUS CAPITAL HOLDINGS FBO SEC PTY  
PO BOX 54226  
NEW ORLEANS, LA 70154-4226,

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   |
|----------------|-----------------|------------|---|
| 04-0566-500    | 2019/1570       | 06-01-2019 | BEG AT INTERSECT OF ELY R/W LI OF CSX RR (100 FT R/W) WHERE A PERPENDICULAR LI TO ELY R/W LI PASSES THROUGH THE MOST SLY COR OF SEC 28 PT LYING S 29 DEG E 645 FT FROM INTERSECT OF SLY R/W LI OF HANCOCK LN (66 FT R/W) AND ELY R/W OF CSX RR (100 FT R/W) S 29 DEG E ALG ELY R/W LI 760 73/100 FT FOR POB DEPARTING ELY R/W LI OF CSX RR N 61 DEG E 456 70/100 FT S 29 DEG E 223 80/100 FT N 61 DEG E 310 30/100 FT TO WLY R/W LI OF ST ELMO ST (66 FT R/W) S 29 DEG E 50 53/100 FT DEPARTING WLY R/W LI OF ST ELMO ST (66 FT R/W) S 61 DEG W 107 FT S 29 DEG E 287 56/100 FT S 61 DEG W 350 FT N 29 DEG W 120 FT S 61 DEG W 310 FT TO ELY R/W LI OF CSX RR (100 FT R/W) N 29 DEG W ALG ELY R/W LI 441 89/100 FT TO POB OR 7877 P 566 |

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

CITRUS CAPITAL HOLDINGS, LLC  
CITRUS CAPITAL HOLDINGS FBO SEC PTY  
PO BOX 54226  
NEW ORLEANS, LA 70154-4226

04-16-2021  
Application Date

---

Applicant's signature



# Chris Jones Escambia County Property Appraiser

ECPA Home

[Real Estate Search](#)[Tangible Property Search](#)[Sale List](#)[Back](#) [Nav. Mode](#)  [Account](#)  [Reference](#) [Printer Friendly Version](#)

| General Information  |  |
|--|--|
| Reference:   | 351S307303001002                         |
| Account:   | 040566500                                |
| Owners:  | PWH ACQUISITION AND DEVELOPMENTS LLC     |
| Mail:  | 913 E GONZALEZ ST<br>PENSACOLA, FL 32501 |
| Situs:   | 6000 ST ELMO ST BLK (OFF OF) 32503       |
| Use Code:  | VACANT RESIDENTIAL                       |
| Taxing Authority:  | COUNTY MSTU                              |
| Tax Inquiry:   | <a href="#">Open Tax Inquiry Window</a>  |
| Tax Inquiry link courtesy of Scott Lunsford<br>Escambia County Tax Collector |  |

| Assessments |          |       |          |          |
|-------------|----------|-------|----------|----------|
| Year        | Land     | Imprv | Total    | Cap Val  |
| 2020        | \$96,045 | \$0   | \$96,045 | \$96,045 |
| 2019        | \$96,045 | \$0   | \$96,045 | \$96,045 |
| 2018        | \$96,045 | \$0   | \$96,045 | \$9,860  |

## Disclaimer

## Market Value Breakdown Letter

## Tax Estimator

## File for New Homestead Exemption Online

## Report Storm Damage

| Sales Data |      |      |           |      |                                  |
|------------|------|------|-----------|------|----------------------------------|
| Sale Date  | Book | Page | Value     | Type | Official Records<br>(New Window) |
| 03/19/2018 | 7877 | 566  | \$150,000 | WD   |                                  |
| 03/14/2018 | 7877 | 560  | \$100     | QC   |                                  |
| 07/1998    | 4284 | 1460 | \$366,500 | WD   |                                  |

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and  
Comptroller

| 2020 Certified Roll Exemptions |
|--------------------------------|
| None                           |

| Legal Description  |
|--|
| BEG AT INTERSECT OF ELY R/W LI OF CSX RR (100 FT<br>R/W) WHERE A PERPENDICULAR LI TO ELY R/W LI<br>PASSES THROUGH THE... |

| Extra Features |
|----------------|
| None           |

Parcel Information

[Launch Interactive Map](#)

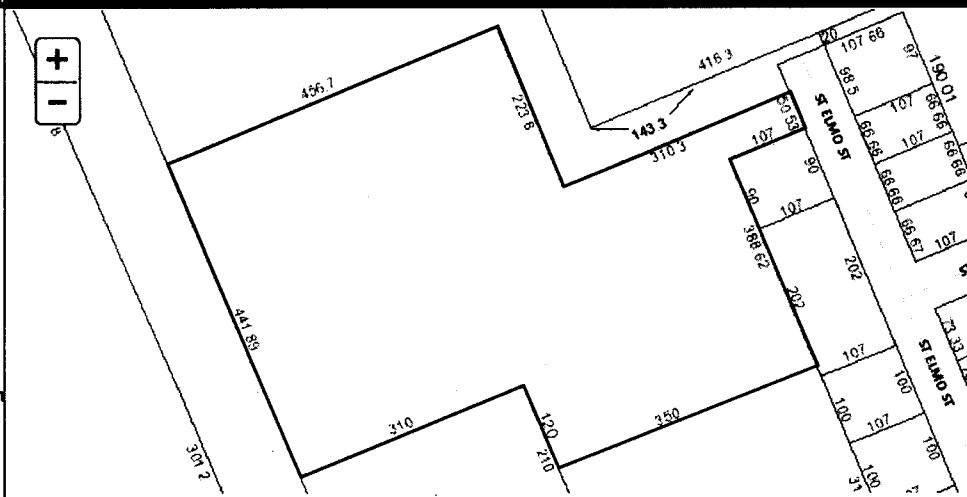
Section Map Id:  
35-1S-30-2



Approx. Acreage:  
6.8094

Zoned:  
HC/LI

Evacuation & Flood Information  
[Open Report](#)



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

[Buildings](#)[Images](#)

None

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 04/29/2021 06:5459

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2021053624 5/14/2021 4:30 PM  
OFF REC BK: 8531 PG: 912 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 01570**, issued the **1st day of June, A.D., 2019** 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:

(see attached)

**SECTION 35, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 040566500 (0222-55)**

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

**PWH ACQUISITION AND DEVELOPMENTS LLC**

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 **first Monday in the month of February, which is the 7th day of February 2022.**

Dated this 14th day of May 2021.

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



## **LEGAL DESCRIPTION**

BEG AT INTERSECT OF ELY R/W LI OF CSX RR (100 FT R/W) WHERE A PERPENDICULAR LI TO ELY R/W LI PASSES THROUGH THE MOST SLY COR OF SEC 28 PT LYING S 29 DEG E 645 FT FROM INTERSECT OF SLY R/W LI OF HANCOCK LN (66 FT R/W) AND ELY R/W OF CSX RR (100 FT R/W) S 29 DEG E ALG ELY R/W LI 760 73/100 FT FOR POB DEPARTING ELY R/W LI OF CSX RR N 61 DEG E 456 70/100 FT S 29 DEG E 223 80/100 FT N 61 DEG E 310 30/100 FT TO WLY R/W LI OF ST ELMO ST (66 FT R/W) S 29 DEG E 50 53/100 FT DEPARTING WLY R/W LI OF ST ELMO ST (66 FT R/W) S 61 DEG W 107 FT S 29 DEG E 287 56/100 FT S 61 DEG W 350 FT N 29 DEG W 120 FT S 61 DEG W 310 FT TO ELY R/W LI OF CSX RR (100 FT R/W) N 29 DEG W ALG ELY R/W LI 441 89/100 FT TO POB OR 7877 P 566



## 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 #: 04-0566-500 CERTIFICATE #: 2019-1570

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: November 15, 2001 to and including November 15, 2021 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: November 17, 2021

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

November 17, 2021  
Tax Account #: **04-0566-500**

1. The Grantee(s) of the last deed(s) of record is/are: **PWH ACQUISITION AND DEVELOPMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

**By Virtue of Warranty Deed recorded 3/29/2018 in OR 7877/566**

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. **Mortgage in favor of E.M. Chadbourne Industries, L.L.C., a Florida Limited Liability Company recorded 3/29/2018 – OR 7877/568**
  - b. **Code Enforcement Order in favor of Escambia County recorded 3/24/2017 – OR 7684/1566**

4. Taxes:

**Taxes for the year(s) 2018-2020 are delinquent.**

**Tax Account #: 04-0566-500**

**Assessed Value: \$96,045.00**

**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:** FEB 7, 2022

**TAX ACCOUNT #:** 04-0566-500

**CERTIFICATE #:** 2019-1570

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**

Notify City of Pensacola, P.O. Box 12910, 32521

Notify Escambia County, 190 Governmental Center, 32502

Homestead for 2020 tax year.

**PWH ACQUISITION AND DEVELOPMENT LLC**  
913 E. GONZALEZ ST.  
PENSACOLA, FL 32501

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

**E.M. CHADBOURNE INDUSTRIES L.L.C.**  
192 HEWITT ST.  
PENSACOLA, FL 32503

Certified and delivered to Escambia County Tax Collector, this 17<sup>th</sup> day of November, 2021.

**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**

**November 17, 2021**  
**Tax Account #:04-0566-500**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**BEG AT INTERSECT OF ELY R/W LI OF CSX RR (100 FT R/W) WHERE A PERPENDICULAR LI TO ELY R/W LI PASSES THROUGH THE MOST SLY COR OF SEC 28 PT LYING S 29 DEG E 645 FT FROM INTERSECT OF SLY R/W LI OF HANCOCK LN (66 FT R/W) AND ELY R/W OF CSX RR (100 FT R/W) S 29 DEG E ALG ELY R/W LI 760 73/100 FT FOR POB DEPARTING ELY R/W LI OF CSX RR N 61 DEG E 456 70/100 FT S 29 DEG E 223 80/100 FT N 61 DEG E 310 30/100 FT TO WLY R/W LI OF ST ELMO ST (66 FT R/W) S 29 DEG E 50 53/100 FT DEPARTING WLY R/W LI OF ST ELMO ST (66 FT R/W) S 61 DEG W 107 FT S 29 DEG E 287 56/100 FT S 61 DEG W 350 FT N 29 DEG W 120 FT S 61 DEG W 310 FT TO ELY R/W LI OF CSX RR (100 FT R/W) N 29 DEG W ALG ELY R/W LI 441 89/100 FT TO POB OR 7877 P 566**

**SECTION 35, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 04-0566-500(0222-55)**

Recorded in Public Records 3/29/2018 4:41 PM OR Book 7877 Page 566,  
Instrument #2018024710, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$1,050.00

Prepared by:  
John W. Monroe, Jr.  
Emmanuel, Sheppard & Condon  
30 South Spring Street  
Pensacola, Florida 32502  
File Number: 11948-142199  
Parcel ID Number: 351S307303001002

## Warranty Deed

This WARRANTY DEED, dated March 20, 2018 A.D. By:

**E.M. Chadbourne Industries, L.L.C., formerly known as EMC of Pensacola, LLC, a Florida limited liability company**  
whose address is: 192 Hewitt Street, Pensacola, Florida 32503,  
hereinafter called the GRANTOR, to:

**PWH Acquisition and Developments, LLC, a Florida limited liability company**  
whose post office address is: 913 E. Gonzalez Street, Pensacola, Florida 32501,  
hereinafter called the GRANTEE:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$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, viz:

Commence at the intersection of the Easterly right-of-way line of the C.S.X. Railroad (formerly Louisville & Nashville Railroad, 100 foot right of way) where a perpendicular line to said Easterly right-of-way line passes through the most Southerly corner of Section 28, Township 1 South, Range 30 West, Escambia County, Florida, said point lying South 29 degrees 00 minutes 00 seconds East a distance of 645.00 feet from the intersection of the Southerly right-of-way line of Hancock Lane (66 foot right of way) and said Easterly right-of-way line of the C.S.X. Railroad (100 foot right of way); thence go South 29 degrees 00 minutes 00 seconds East along the aforesaid Easterly right-of-way line for a distance of 760.73 feet for the Point of Beginning: thence departing the aforesaid Easterly right-of-way line of the C.S.X. Railroad go North 61 degrees 00 minutes 00 seconds East for a distance of 456.70 feet; thence go South 29 degrees 00 minutes 00 seconds East for a distance of 223.80 feet; thence go North 61 degrees 00 minutes 00 seconds East for a distance of 310.30 feet to the Westerly right-of-way line of St. Elmo Street (66 foot right of way); thence go South 29 degrees 00 minutes 00 seconds East for a distance of 50.53 feet; thence departing said Westerly right-of-way line of St. Elmo Street (66 foot right of way), go South 61 degrees 00 minutes 00 seconds West for a distance of 107.00 feet; thence go South 29 degrees 00 minutes 00 seconds East for a distance of 287.56 feet; thence go South 61 degrees 00 minutes 00 seconds West for a distance of 350.00 feet; thence go North 29 degrees 00 minutes 00 seconds West for a distance of 120.00 feet; thence go South 61 degrees 00 minutes 00 seconds West for a distance of 310.00 feet to the aforesaid Easterly right-of-way line of the C.S.X. Railroad (100 foot right of way); thence go North 29 degrees 00 minutes 00 seconds West along said Easterly right-of-way line for a distance of 441.89 feet to the Point of Beginning, the above described parcel of land is situated in Section 35, Township 1 South, Range 30 West, Escambia County, Florida.

Grantor reserves one half of all oil, gas and minerals in, on, or under the property conveyed hereby, but Grantor hereby waives and releases the right of ingress and egress to and from the surface for exploration and mining or for any other purpose.

BK: 7877 PG: 567 Last Page

X

X

X

**Subject to** covenants, conditions, restrictions, limitations, easements and agreements of record, if any; taxes and assessments for the year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

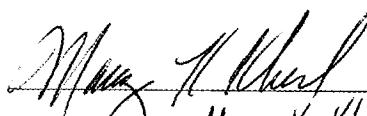
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

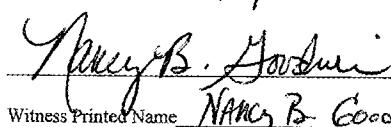
**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that except as above noted, the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

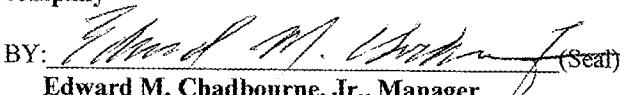
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in the presence of the following witnesses:*

  
\_\_\_\_\_  
Witness Printed Name Mary K. Kheel

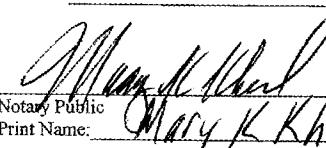
  
\_\_\_\_\_  
Witness Printed Name Nancy B. Gordon

E.M. Chadbourne Industries, L.L.C., formerly known as EMC of Pensacola, LLC, a Florida limited liability company

BY:   
(Seal)  
Edward M. Chadbourne, Jr., Manager

State of Florida  
County of Escambia

The foregoing instrument was sworn to, subscribed and acknowledged before me this 26th day of March, 2018, by Edward M. Chadbourne, Jr., Manager of E.M. Chadbourne Industries, L.L.C., f/k/a EMC of Pensacola, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public  
Print Name: Mary K. Kheel



MARY K. KHEEL  
Notary Public, State of Florida  
My Comm. Expires Feb. 27, 2020  
Commission No. FF 948067

Recorded in Public Records 3/29/2018 4:42 PM OR Book 7877 Page 568,  
Instrument #2018024711, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$137.50 MTG Stamps \$490.00 Int. Tax \$280.00

315  
THIS INSTRUMENT WAS PREPARED BY  
JOHN W. MONROE, JR.  
EMMANUEL, SHEPPARD & CONDON  
ATTORNEYS AT LAW  
30 S. SPRING STREET  
PENSACOLA, FLORIDA 32501  
File No. 11948-142199

STATE OF FLORIDA

COUNTY OF ESCAMBIA

#### MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made and delivered this 20<sup>th</sup> day of March, 2018, between PWH Acquisition and Developments, LLC, having a mailing address of 913 E Gonzalez St. Pensacola, FL 32503 ("Mortgagor") and E.M. Chadbourne Industries, L.L.C., a Florida Limited Liability Company ("Lender"), having a mailing address of 192 Hewitt Street, Pensacola, FL 32503.

#### WITNESSETH:

WHEREAS, Mortgagor is indebted to Lender in the original principal sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00), together with interest thereon, as evidenced by that certain Promissory Note of even date herewith executed by Mortgagor and delivered to Lender, (such Promissory Note, together with any and all renewals, extensions, modifications, restatements, substitutions and replacements thereof being hereinafter collectively called the "Note"); and

WHEREAS, Mortgagor has executed the Note, and other documents relating or pertaining to the Note and any other Indebtedness (as defined *infra*), obligations or liabilities owed to Lender, including without limitation, all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Note and other Indebtedness (hereinafter collectively the "Loan Documents"); and

WHEREAS, Mortgagor hereby grants this Mortgage to secure any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Lender, as well as Lender's successors and assigns, from time to time, one or more times, now and in the future, and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, the Note and any and all Future Advances (as defined in Section 1.02) that Lender may make on behalf of Mortgagor as provided in this Mortgage, and any covenants and agreements set forth in the Loan Documents, together with interest thereon, (hereinafter collectively the "Indebtedness").

#### ARTICLE ONE GRANTS OF SECURITY

Section 1.01 To secure the Note and the Indebtedness, Mortgagor does by these presents specifically mortgage, hypothecate, pledge and assign unto Lender, its successors and assigns, any and all of Mortgagor's present and future rights, title and interest in and to the following described property:

(a) The land located in the County of Escambia, State of Florida,

as set forth on **Exhibit A** attached hereto and incorporated herein,

together with all mineral, oil and gas rights appurtenant to said land, and all shrubbery, trees and crops now growing or hereafter grown upon said land (collectively the "Land"); and

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(b) **TOGETHER WITH** all buildings, structures, roads, drives, parking lots, sewerage and utility lines and all other improvements now or hereafter located on said Land and all fixtures, contract rights and general intangibles (as such terms are defined in the UCC under Florida law) now or hereafter located on or used in the development or operation of, the Land, including but not limited to: (i) all property and equipment affixed to the Land, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land, (ii) any and all rights and benefits of Mortgagor relating to the Land, including, but not limited to, construction contracts, architect contracts, service contracts, advertising contracts, purchase orders, general intangibles, permits, licenses, actions and right of action, deposits by or with Mortgagor, prepaid expenses, permits, licenses, interests, estates or other claims, insurance proceeds, and prepaid insurance premiums, and (iii) all right title and interest of the Mortgagor in all trade names hereinafter used in connection with the Land (hereinafter collectively the "Improvements"); and

(c) **TOGETHER WITH** all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the mortgaged property described in Sections (a) and (b) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(d) **TOGETHER WITH** any and all present and future leases or subleases affecting the property described in Sections (a), (b) and (c) above, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments; and

(e) **TOGETHER WITH** any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (i) utility service regarding the property described in Sections (a), (b), (c) and (d) above, (ii) cleaning, maintenance, repair, or similar services regarding the property described in Sections (a), (b), (c) and (d) above, (iii) refuse, removal or sewer service regarding the property described in Sections (a), (b), (c) and (d) above, and (iv) parking or similar services or rights regarding the property described in Sections (a), (b), (c) and (d) above; and

(f) **TOGETHER WITH** any and all present and future options to sell or to lease the property described in Sections (a), (b), (c), (d) and (e) above, or any interests therein; and

(g) **TOGETHER WITH** any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the property described in Sections (a), (b), (c), (d), (e) and (f) above, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof; and

(h) **TOGETHER WITH** any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the property described in Sections (a), (b), (c), (d), (e), (f) and (g) above, or any other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefore, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto; and

All of the property described in Sections (a), (b), (c), (d), (e), (f), (g) and (h) above, and each item of mortgaged property described therein, is herein referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns forever, subject, however, to the terms and conditions set forth in this Mortgage.

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**Section 1.02 Future Advances.** This Mortgage is given to secure not only the Note and existing Indebtedness, but also all future advances, whether such advances are obligatory or are made at the option of the Lender, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, provided that such future advances are evidenced by an instrument or other writing which makes specific reference to this Mortgage as securing the payment thereof ("Future Advances"). The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed \$ N/A plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, plus interest thereon.

**Section 1.03 After-Acquired Property.** The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

**Section 1.04 Security Agreement.** This Mortgage shall constitute a security agreement under the Uniform Commercial Code effective in the State of Florida, and Mortgagor hereby grants Lender a security interest in the Mortgaged Property, and in any assets or property used in connection with the maintenance or operation thereof. Mortgagor authorizes Lender to file one or more financing statements, continuations or amendments collectively (the "Financing Statements") describing the Mortgaged Property. Any such Financing Statement may be filed without Mortgagor's signature.

**Section 1.05 Waiver of Homestead.** Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.

## ARTICLE TWO REPRESENTATIONS, WARRANTIES AND COVENANTS

The Mortgagor covenants and agrees with the Lender as follows:

**Section 2.01 Performance of Obligations.** The Mortgagor shall perform, observe and comply with all provisions hereof, and any and all terms and conditions of the Note, and will promptly pay to the Lender the principal, interest and other amounts due under the Note and all other sums required to be paid on the Indebtedness by the Mortgagor under the Loan Documents, as applicable.

**Section 2.02 General Representations, Covenants and Warranties.** The Mortgagor represents, covenants and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) the Mortgagor has good and absolute fee simple title to the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except those described in the title insurance commitment issued in connection with this Mortgage (if any), as accepted by Lender in its sole discretion (collectively "Permitted Encumbrances"), and has good right, full power and lawful authority to mortgage and pledge the Mortgaged Property in accordance with the terms hereof; (b) the Mortgagor, does hereby fully warrant the title to said Mortgaged Property, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever; and (c) the Mortgagor will maintain and preserve the lien of this Mortgage until the Indebtedness has been paid in full; and (d) this Mortgage and the Note and other Indebtedness, as applicable, are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Mortgagor is a party or by which the Mortgagor or any of its or his respective properties may be bound and do not contravene any law, order, decree, rule or regulation to which the Mortgagor is subject.

**Section 2.03 Taxes and Assessments.** Subject to the provisions of this Section 2.03, the Mortgagor shall pay promptly when due all taxes and assessments of every kind whatsoever hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof. Mortgagor shall furnish Lender a receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same, or upon request of Lender. After prior written notice to Lender, Mortgagor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any taxes or assessments, provided that: (i) no default exists under

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the Indebtedness or the Mortgage; and (ii) Mortgagor is permitted to do so under the provisions of any mortgage superior in lien to the Mortgage; and (iii) such proceeding shall suspend the collection of the taxes or assessments from Mortgagor and from the Mortgaged Property; and (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor or the Mortgaged Property is subject and shall not constitute a default thereunder; and (v) neither the Mortgaged Property nor any part thereof or interest therein will be in imminent danger of being sold, forfeited, terminated, cancelled or lost; and (vi) Mortgagor shall have set aside adequate reserves for the payment of the taxes or assessments, together with all interest and penalties thereon; and (vii) Mortgagor shall have furnished such security as may be required by Lender to insure the payment of any such taxes or assessments, together with all interest and penalties thereon.

#### Section 2.04 Insurance.

Section 2.04.01 Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property, and each part thereof, the following insurance:

(i) Insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type known as "all-risk" including, without limitation, coverage for plate glass damage, sprinkler leakage and sink hole collapse. Coverage shall be in an amount not less than the full replacement cost of the Improvements but not less than an amount equal to the amount of the loans secured hereby, including heating and air conditioning coverage at 100% of replacement cost. (Co-insurance is to be waived by the insurer).

(ii) Commercial public liability insurance, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$1,000,000.00 per occurrence and \$2,000.000 in the aggregate; such commercial public liability insurance shall specifically include, but not be limited to, water damage liability, products liability, motor vehicle liability for all owned and non-owned vehicles, including rented and leased vehicles, and contractual indemnification. Such insurance shall name Lender as additional insured.

(iii) Flood insurance is required if at any time the encumbered land is designated a flood prone or flood risk area, pursuant to the Flood Disaster Protection Act of 1973, as amended, supplemented or modified.

(iv) Such other insurance and in such amounts as Lender may reasonably require from time to time including but not limited to builder's risk, if applicable, and in accordance with local insurance practice.

Section 2.04.02 All policies of insurance shall be issued by companies and in amounts satisfactory to Lender. All policies of insurance shall have attached thereto a lender's loss payment endorsement for the benefit of Lender in form satisfactory to Lender. The original policies and renewals shall be held by Lender or if acceptable to Lender, a certificate of insurance for each such policy setting forth coverage, limits of liability, name of carrier, policy number, and expiration date. At least thirty (30) days prior to expiration of each such policy, Mortgagor shall furnish Lender with evidence satisfactory to Lender of payment of premium and reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be cancelled or materially amended, which terms shall include any reductions in the scope or limits of coverage, without at least thirty (30) days prior written notice to Lender.

Section 2.04.03 After the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Lender; and

(i) In the event of damage to or destruction of the Improvements, Lender shall have the option, in its sole discretion, of applying or paying all or part of the insurance proceeds (i) to any Indebtedness secured hereby and in such order as Lender may determine, or (ii) to the restoration of the Improvements, or (iii) to Mortgagor;

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(ii) In the event of such loss or damage, all proceeds of insurance shall be payable to Lender, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Lender. Lender is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance. Mortgagor hereby irrevocably appoints Lender its attorney-in-fact coupled with an interest with the power and authority to endorse any checks, drafts or other instruments representing any proceeds of such insurance, whether payable by reason of loss thereunder or otherwise;

Section 2.04.04 Nothing herein shall relieve Mortgagor from making the payments required by the Note and any other obligation of Mortgagor secured hereby.

Section 2.05 **Escrows.** Upon demand by Lender, but only after the occurrence of an Event of Default hereunder, Mortgagor shall pay to the Lender on the first day of each month, together with and in addition to the regular installment of interest or principal and interest under the Note, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly taxes, lease payments, insurance premiums, assessments and other similar charges against the Mortgaged Property or any part thereof as estimated by the Lender to be sufficient to enable the Lender to pay all such charges at least thirty (30) days before they first become due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereto. Upon demand of the Lender the Mortgagor shall deliver to the Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such taxes, lease payments, insurance premiums, assessments and similar charges. Upon the occurrence of an Event of Default, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount under this Section remaining to the Mortgagor's credit. Lender's failure at any time or times to require payment of the monthly deposits provided for hereinabove shall not operate as, nor be deemed to be, a waiver of Lender's right to require payment of such monthly deposits at any other time or times.

Section 2.06 **Condemnation.** If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the Note and other Indebtedness, as applicable, at the option of Lender, may become immediately due and payable. Lender shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Lender and Lender after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Lender shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Indebtedness, this Mortgage or any other instrument securing the Indebtedness. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights or actions and proceeds as Lender may require.

Section 2.07 **Payment of Expenses.** Mortgagor shall pay all the costs, charges and expenses, including, but not limited to, reasonable attorneys' fees, disbursements and cost of abstracts of title, incurred or paid at any time by Lender due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and other Loan Documents, as applicable, including without limitation this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect, or suit pending. The full amount of each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this Mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced by any of same, all

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regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Indebtedness, as applicable.

**Section 2.08 Preservation.** Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Lender may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this Mortgage or the rights or powers of Lender; (f) shall comply with the provisions of any lease, if this Mortgage is on a leasehold; and (g) if this Mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Lender, such consent to be granted or withheld at the sole discretion of Lender, before (i) removing or demolishing any Improvements, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of any Improvement to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of like kind, or (vi) entering into or modifying any leases of the Mortgaged Property. Lender shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

**Section 2.09 Notice of Encumbrances.** Mortgagor shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, claim, or other encumbrance. Mortgagor additionally agrees to notify Lender immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future lien or encumbrance, or that might result in a lien or encumbrance affecting the Mortgaged Property, or should any of the Mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

**Section 2.10 Compliance With Applicable Laws.** Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Mortgaged Property and its use. Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Mortgaged Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the Mortgaged Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the Mortgaged Property.

**Section 2.11 Environmental Compliance and Indemnity.**

(a) **Compliance With Environmental Laws.** Mortgagor hereby represents and warrants to Lender and covenants that Mortgagor is now complying, and will continue to comply, with all federal, state and local environmental and environmental related laws, rules, regulations and orders applicable to the Mortgaged Property and its use. Mortgagor shall further comply with and shall cause all occupants of the Mortgaged Property to comply with all federal, state and local laws, rules regulations and orders with respect to the disposal of industrial refuse or waste, and/or the discharge, procession, treatment, removal, transportation, storage and handling of solid waste, hazardous substances, hazardous waste and any other substance subject to federal, state or local regulation or control, and pay immediately when due the cost of removal of any such waste or substances from, and keep the Mortgaged Property free of any lien imposed pursuant to any such laws, rules, regulations or orders. Mortgagor shall not install or permit the installation of friable asbestos or any substance containing asbestos, or any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs), in or on the Mortgaged Property. With respect to any such material or materials currently present in or on the Mortgaged Property, Mortgagor shall promptly comply with applicable federal, state or local laws, rules, regulations or orders regarding the safe removal thereof, at Mortgagor's sole expense.

In the event Mortgagor fails to do any of the foregoing, Lender may declare this Mortgage to be in default. In addition, Mortgagor hereby grants Lender and its employees and agents, an irrevocable and non-exclusive license to enter the Mortgaged Property to conduct testing and to remove the hazardous waste and substances, and the cost of such testing and removal shall constitute an additional advance, and shall be secured by this Mortgage.

(b) **No Knowledge.** No notice from any governmental body has ever been served upon Mortgagor or, to Mortgagor's knowledge after due inquiry, upon any prior owner of the Mortgaged Property, claiming a violation of or under any federal, state or local law, regulation or ordinance concerning the environmental state, condition, or quality of the Mortgaged Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, clean-up, alterations, demolition, renovation or installation on, or in connection with, the Mortgaged Property. Upon receipt of any such notice, Mortgagor shall take any and all steps, and perform any and all actions necessary or appropriate to comply with the same, at Mortgagor's sole expense.

(c) **Indemnification.** Mortgagor shall forever indemnify, defend and hold harmless Lender, its directors, officers, employees and agents from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, costs, recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys' fees and litigation expenses arising from (i) the operation of any federal, state or local environmental laws or regulations, and (ii) the violation by Mortgagor, any occupant of the Mortgaged Property, or of the Mortgaged Property of any of the federal, state or local environmental laws or regulations. Mortgagor shall pay all costs and expenses incurred by Lender to enforce the provisions of this paragraph, including, without limitation, attorneys' fees and litigation expenses. The provisions of this paragraph shall survive the cancellation of this Mortgage and shall remain in full force and effect beyond the expiration of any applicable statute of limitations and payment or satisfaction in full of any single claim of Lender within the scope of the provisions of this paragraph.

**Section 2.12 Encumbrances and Transfers.** Without the prior written consent of Lender, Mortgagor shall not encumber the Mortgaged Property, or any interest or estate therein or sell, assign, lease or otherwise transfer all or any portion of the Mortgaged Property or any interest or estate therein, whether voluntarily or involuntarily or by operation of law. Any such sale, lease, assignment, conveyance, encumbrance or other transfer of the Mortgaged Property, or any interest or estate therein, or the incurrence of debt not permitted hereby, made without Lender's prior written consent, shall constitute a default hereunder. Mortgagor covenants and agrees that without the prior written consent of Lender, no party constituting Mortgagor shall be dissolved, liquidated or terminated, whether by operation of law or otherwise. Any such liquidation, termination or dissolution without Lender's prior written consent shall constitute an Event of Default hereunder.

**Section 2.13 General Indemnification.** If Lender is made the subject of any claim or litigation (including without limitation, any litigation brought by Mortgagor whether initially or by counterclaim) concerning this Mortgage or the Mortgaged Property or any part thereof or interest therein, or occupancy thereof by

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Mortgagor, then Mortgagor shall indemnify, defend and hold Lender harmless from all liability by reason of said litigation, including reasonable attorneys' fees incurred by Lender in any such litigation, whether or not such litigation is prosecuted to judgment; and (b) all sums payable by Mortgagor hereunder shall be paid absolutely, unconditionally, without notice, demand, counterclaim, setoff, deduction or defense and absolutely and unconditionally without abatement, suspension, deferment, diminution or reduction.

**Section 2.14. Transactional Costs.** Mortgagor hereby agrees to indemnify and hold harmless Lender from and against any loss, cost, or expense resulting from any claim by Florida or Federal taxing authorities, including without limitation the Florida Department of Revenue, that additional transactional taxes are due and owing resulting from the granting of this Loan and Mortgage. Transactional taxes include, but are not limited to the Florida documentary stamp tax and the Florida intangible tax (together with any interest or penalties thereon). This obligation to indemnify Lender shall survive payment of the Loan, and the satisfaction of this Mortgage or other instrument securing the Loan.

### ARTICLE THREE LENDERS RIGHTS

**Section 3.01 Lender's Performance.** If the Mortgagor defaults in the payment of any tax or assessment, the Lender may, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made and costs and expenses incurred or paid by the Lender in connection therewith shall be added to the Indebtedness and shall be secured by the lien of this Mortgage.

**Section 3.02 Additional Advances.** Lender shall have the right, within Lender's sole option and discretion, to make additional advances on Mortgagor's behalf for the following purposes:

**Section 3.02.01 Insurance.** If Mortgagor should for any reason fail to maintain insurance on the Mortgaged Property as required under this Mortgage, Lender may make additional advances on Mortgagor's behalf for the purpose of purchasing and maintaining such insurance coverage (including insurance protecting only Lender's interests in the Mortgaged Property).

**Section 3.02.02 Taxes.** If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Lender may make additional advances on Mortgagor's behalf for the purpose of paying such taxes, assessments and governmental and other charges.

**Section 3.02.03 Repairs.** If Mortgagor should for any reason fail to make all necessary repairs to the Mortgaged Property and to keep the Mortgaged Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Lender may make additional advances on Mortgagor's behalf for the purpose of making, and Lender may make, such repairs and maintenance to the Mortgaged Property as Lender may deem to be necessary and proper within its sole discretion.

**Section 3.02.04 Encumbrances.** If Mortgagor should: (a) permit or allow any lien or encumbrance to attach to or be recorded or filed against the Mortgaged Property without having first obtained Lender's prior written consent, and said lien or encumbrance is not paid or discharged within 30 days of entry of same, unless contested in good faith and by appropriate proceedings and by the filing of an appropriate bond; or (b) if Mortgagor should for any reason default under any obligation secured by any presently existing or future encumbrance; then Lender may make additional advances on Mortgagor's behalf and take such other action or actions as Lender may deem to be necessary and proper, within Lender's sole discretion, to pay and fully satisfy such lien and/or encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

**Section 3.02.05 Other.** Lender may further make additional advances on Mortgagor's behalf and take such other action or actions as Lender may deem to be necessary and proper, within Lender's sole

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discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

**Section 3.03 No Obligations.** As set forth in this Mortgage, Lender may grant additional advances, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this Mortgage. In such event, Lender shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Lender shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this Mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released. Nothing under this Mortgage shall obligate Lender to make any additional advances described in Section 3.02 or elsewhere in this Mortgage, or to take any of the actions set forth in this Mortgage on Mortgagor's behalf, or to make Lender in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or entity, resulting from Lender's election not to advance any such additional sums or to take any such action or actions. In addition, Lender's election to make additional advances and/or to take any above action or actions on Mortgagor's behalf, shall not constitute a waiver or forbearance by Lender of any Event of Default under this Mortgage.

**Section 3.04 Inspections.** Lender, its agents, representatives or workmen are authorized to enter at any and all reasonable times upon or in any part of the Mortgaged Property for the purpose of inspecting same and performing any of the acts it is authorized to perform under the terms of this Mortgage. Mortgagor agrees to reimburse Lender for reasonable out-of-pocket expenses incurred by it in connection with such inspections.

**Section 3.05. Releases, etc.** Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any Indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Lender with respect to any security not expressly released in writing, Lender may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent of Mortgagor: (a) release any person liable for payment of all or any part of the Indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness, or modifying or waiving any obligation, on subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Lender may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Mortgaged Property.

## ARTICLE FOUR EVENT OF DEFAULT

**Section 4.01 Event of Default.** Any one of the following shall constitute an event of default ("Event of Default") under this Mortgage.

(a) Failure by Mortgagor to pay (i) any amounts due under the Indebtedness, as applicable, whether principal, interest, late fees or otherwise; or (ii) any sums due or to be paid by Mortgagor hereunder, under any other instrument securing the Indebtedness, as applicable, or under any Permitted Encumbrances.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Indebtedness, as applicable, this Mortgage, or in any other Loan Documents.

(c) If either Mortgagor or any endorser or guarantor of the Indebtedness: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property; (v) makes any general assignment for the benefit of creditors; or (vi) makes any admission in writing of its inability to pay its debts generally as they become due.

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(d) If a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any endorser or guarantor of the Indebtedness, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days whether or not consecutive from the date of entry thereof.

(e) If any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property, is appointed without the prior written consent of Lender, which appointment shall remain unvacated and unstayed for an aggregate of 60 days whether or not consecutive.

(f) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other Loan Document, as applicable.

(g) The occurrence of any default under the terms of any mortgage or other security instrument that creates a lien or other security interest on or in the Mortgaged Property, whether such mortgage or other security instrument is superior or inferior in priority to this Mortgage.

(h) Any event that constitutes a default under any of the Loan Documents.

## ARTICLE FIVE REMEDIES

**Section 5.01 Acceleration of Maturity.** If an Event of Default shall have occurred and be continuing, Lender may declare the outstanding principal amount of the Note and/or any other Indebtedness to be due and payable immediately. Upon such declaration, such principal and interest shall immediately become and be due and payable and, until paid, shall bear interest at the maximum rate permitted pursuant to applicable law, which rate shall apply as well before as after judgment.

**Section 5.02 Lender's Power of Enforcement.** If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, and without regard to whether or not the Indebtedness shall be due and without prejudice to the right of the Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (a) to enforce payment of the Indebtedness, as applicable; or (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available pursuant to the Loan Documents and applicable law. The Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Lender may determine.

**Section 5.03 Purchase by Lender.** Upon any such foreclosure sale, the Lender may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such Mortgaged Property in its own absolute right without further accountability.

**Section 5.04 Application of Indebtedness Toward Purchase Price.** Upon any such foreclosure sale, the Lender may, if permitted by law, and after allowing for costs and expenses of the sale, apply any portion of or all of the Indebtedness due to the Lender under the Note or other Indebtedness, as applicable, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

**Section 5.05 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws.** The Mortgagor agrees to the full extent permitted by law that in case of an Event of Default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property of the final and absolute putting into possession thereof, immediately after such sale, of the purchasers

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thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that the Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

**Section 5.06 Receiver.** If an Event of Default shall have occurred and be continuing, the Lender, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Indebtedness and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents thereof and apply the same as the court may direct and any such receiver shall be entitled to hold, store, use, operate, manage and control the Mortgaged Property and conduct business therefrom. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of, to collect all rent, income and other benefits from, and to manage and operate the Mortgaged Property by a receiver shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Lender shall be liable to account only for such rents, income and other benefits actually received by Lender. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable pursuant to the terms of this Mortgage, to Lender.

**Section 5.07 Rents.** The assignment of rents contained in this Mortgage is intended to and constitutes an assignment of rents as contemplated pursuant to the Florida Statutes. Upon the occurrence of an Event of Default, Lender shall be entitled to the remedies provided under applicable Florida law. In addition to the rights which Lender may have herein, upon an Event of Default under this Mortgage, Lender, at its option, may require Mortgagor to pay monthly in advance to Lender, or any receiver appointed to collect the rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in the possession of Mortgagor. Upon any Event of Default under this Mortgage, Lender may at any time without notice either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon and take possession of the Mortgaged Property or any part thereof. Lender may in its own name, sue for or otherwise collect such rents, issues and profits, including past due and unpaid, and apply same less costs and expenses of operation and collection, including attorneys' fees, upon any Indebtedness secured hereby and in such order at Lender may determine. The collection of such rents, issues and profits or the entering upon and taking possession of the Mortgaged Property, or application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. In addition (and not as an election of remedies), upon the occurrence of an Event of Default, Lender may apply for a court order requiring Mortgagor to deposit all rents in the court registry pursuant to Florida Statute 697.07, as amended. Mortgagor hereby consents to entry of such an order upon the sworn ex parte motion of Lender that an Event of Default has occurred hereunder. Nothing contained herein, nor any collection of rents or leases by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Mortgaged Property.

**Section 5.08 Actions to Protect the Mortgaged Property.** The Lender shall have the power and authority to institute and maintain any suits and proceedings as the Lender may deem advisable: (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property; (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to the Lender's interest; and/or to file proofs of claim in the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor or its property to the extent permitted by law.

**Section 5.09 Delay or Omission No Waiver.** No delay or omission of Lender or of any holder of the Indebtedness, as applicable, to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to

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constitute acquiescence therein. Every right, power and remedy given to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

**Section 5.10 No Waiver of One Default to Affect Another.** No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereto.

**Section 5.11 Discontinuance of Proceedings; Position of Parties Restored.** If the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to the Lender, then and in every such case the Mortgagor and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceedings had occurred or had been taken.

**Section 5.12 UCC Remedies.** Lender shall also have the remedies of a secured party under the Uniform Commercial Code as adopted in Florida and, at Lender's option, may also invoke the remedies provided elsewhere in this Mortgage or in the other Loan Documents. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code as adopted in Florida, or of the remedies provided elsewhere in this Mortgage or the other Loan Documents.

**Section 5.13 Possession.** Lender may take immediate possession of the Mortgaged Property or any part thereof (which Mortgagor agrees to surrender to Lender) and manage, control or lease same to such person or persona and exercise all rights granted pursuant to this Mortgage and the other Loan Documents. The taking of possession under this Section 5.13 shall not prevent concurrent or later proceedings for the foreclosure sale of the Mortgaged Property as provided elsewhere herein.

**Section 5.14 Remedies Cumulative.** No right, power or remedy conferred upon or reserved to the Lender by the Indebtedness, as applicable, or this Mortgage is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Indebtedness, as applicable, or now or hereafter existing at law, in equity or by statute.

## ARTICLE SIX MISCELLANEOUS PROVISIONS

**Section 6.01 Successors and Assigns.** The terms "Mortgagor" and "Lender" herein shall include the parties named above as Mortgagor and Lender, respectively, and their successors and assigns, and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Lender, shall bind and inure to the benefit of their respective successors and assigns.

**Section 6.02 Notices.** Except as otherwise provided herein, all notices, requests and demands to or upon a party hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, or by telegraph or telex or telecopy, addressed as follows, and shall be deemed validly served and given on the date of receipt as shown on the return receipt if delivered by certified mail, on the date of delivery if done by personal delivery and upon confirmation of receipt if sent by telegraph, telex or telecopy with receipt confirmed:

If to Lender:

Edward M. Chadbourne Jr.  
E.M. Chadbourne Industries, L.L.C.  
192 Hewitt Street, Pensacola, FL 32503

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with a copy to: John W. Monroe, Jr.  
Emmanuel, Sheppard & Condon  
30 South Spring Street  
Pensacola, Florida 32502

If to Mortgagor: PWH Acquisition and Developments, LLC  
Attn:  
913 E Gonzalez St.  
Pensacola, FL 32503

or to such other address as each party may designate for itself by like notice given in accordance with this Section. Notice shall also be deemed validly served and given on the date that a party rejects or refuses to accept delivery or the date of an inability to effectuate delivery because of a changed address of which no notice was given in accordance with this Section. Any written notice that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

**Section 6.03 Headings.** The headings of the articles, sections, Sections and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

**Section 6.04 Invalid Provisions to Affect No Others.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or the other Loan Documents, as applicable, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Indebtedness, as applicable, shall be in no way affected, prejudiced or disturbed thereby.

**Section 6.05 Changes, Etc.** Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The modification hereof or of the Indebtedness, as applicable, or the release of any part of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage.

**Section 6.06 Governing Law.** This Mortgage is made by the Mortgagor under the laws of the State of Florida and shall be construed, interpreted, enforced and governed by and in accordance with the laws of such state, without regard to principles of conflicts of law.

**Section 6.07 WAIVER OF JURY TRIAL.** NO PARTY TO THIS MORTGAGE OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY OTHER LOAN DOCUMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

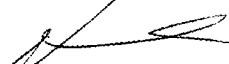
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IN WITNESS WHEREOF, the Mortagor has executed this Mortgage on the date first set forth above.

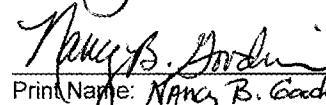
Signed, sealed and delivered  
In the presence of:

**PWH ACQUISITIONS and DEVELOPMENT, LLC**, a Florida limited liability company

By: **HIGHPOINTE DBR, LLC**, a Wyoming limited liability company, Manager

By:   
Halley S. Lovato, Manager

Print Name: Mary K Kheel

  
Print Name: Nancy B. Goodwin

Print Name: Mary K Kheel

Print Name: Nancy B. Goodwin

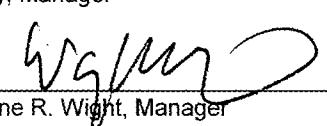
By: **PRINTISS CONSTRUCTION SERVICES, LLC**, a Florida limited liability company, Manager

By:   
Paul E. Printiss, Manager

Print Name: Mary K Kheel

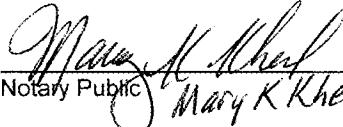
Print Name: Nancy B. Goodwin

By: **THE WIGHT HOUSE, LLC**, a Florida limited liability company, Manager

By:   
Wayne R. Wight, Manager

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

March 20<sup>th</sup>, 2018, by Halley S. Lovato, as Manager of Highpointe DBR, LLC, a Wyoming limited liability company, on behalf of the company, as Manager of PWH Acquisitions and Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced FL Drivers License identification.

  
Notary Public  
Mary K. Kheel



MARY K. KHEEL  
Notary Public, State of Florida  
My Comm. Expires Feb. 27, 2020  
Commission No. FF 948067

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STATE OF FLORIDA  
 COUNTY OF ESCAMBIA

The foregoing instrument was sworn, subscribed and acknowledged before me this 20<sup>th</sup> day of March, 2018, by Paul E. Printiss, as Manager of Printiss Construction Services, LLC, a Florida limited liability company, on behalf of the company, as Manager of PWH Acquisitions and Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced FL Drivers License identification.



MARY K. KHEEL  
 Notary Public, State of Florida  
 My Comm. Expires Feb. 27, 2020  
 Commission No. FF 948067

Mary K. Kheel  
 Notary Public Mary K. Kheel

STATE OF FLORIDA  
 COUNTY OF ESCAMBIA

The foregoing instrument was sworn, subscribed and acknowledged before me this 21<sup>st</sup> day of March, 2018, by Wayne R. Wight, as Manager of The Wight House, LLC, a Wyoming limited liability company, on behalf of the company, as Manager of PWH Acquisitions and Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced FL Drivers License identification.



MARY K. KHEEL  
 Notary Public, State of Florida  
 My Comm. Expires Feb. 27, 2020  
 Commission No. FF 948067

Mary K. Kheel  
 Notary Public Mary K. Kheel

## EXHIBIT A

## (Legal Description)

Commence at the intersection of the Easterly right-of-way line of the C.S.X. Railroad (formerly Louisville & Nashville Railroad, 100 foot right of way) where a perpendicular line to said Easterly right-of-way line passes through the most Southerly corner of Section 28, Township 1 South, Range 30 West, Escambia County, Florida, said point lying South 29 degrees 00 minutes 00 seconds East a distance of 645.00 feet from the intersection of the Southerly right-of-way line of Hancock Lane (66 foot right of way) and said Easterly right-of-way line of the C.S.X. Railroad (100 foot right of way); thence go South 29 degrees 00 minutes 00 seconds East along the aforesaid Easterly right-of-way line for a distance of 760.73 feet for the Point of Beginning: thence departing the aforesaid Easterly right-of-way line of the C.S.X. Railroad go North 61 degrees 00 minutes 00 seconds East for a distance of 456.70 feet; thence go South 29 degrees 00 minutes 00 seconds East for a distance of 223.80 feet; thence go North 61 degrees 00 minutes 00 seconds East for a distance of 310.30 feet to the Westerly right-of-way line of St. Elmo Street (66 foot right of way); thence go South 29 degrees 00 minutes 00 seconds East for a distance of 50.53 feet; thence departing said Westerly right-of-way line of St. Elmo Street (66 foot right of way), go South 61 degrees 00 minutes 00 seconds West for a distance of 107.00 feet; thence go South 29 degrees 00 minutes 00 seconds East for a distance of 287.56 feet; thence go South 61 degrees 00 minutes 00 seconds West for a distance of 350.00 feet; thence go North 29 degrees 00 minutes 00 seconds West for a distance of 120.00 feet; thence go South 61 degrees 00 minutes 00 seconds West for a distance of 310.00 feet to the aforesaid Easterly right-of-way line of the C.S.X. Railroad (100 foot right of way); thence go North 29 degrees 00 minutes 00 seconds West along said Easterly right-of-way line for a distance of 441.89 feet to the Point of Beginning, the above described parcel of land is situated in Section 35, Township 1 South, Range 30 West, Escambia County, Florida.

Recorded in Public Records 3/24/2017 12:04 PM OR Book 7684 Page 1566,  
 Instrument #2017021219, Pam Childers Clerk of the Circuit Court Escambia  
 County, FL Recording \$52.50

Recorded in Public Records 3/24/2017 11:38 AM OR Book 7684 Page 1444,  
 Instrument #2017021187, Pam Childers Clerk of the Circuit Court Escambia  
 County, FL Recording \$52.50

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

**ESCAMBIA COUNTY, FLORIDA,  
 Petitioner,**

v.

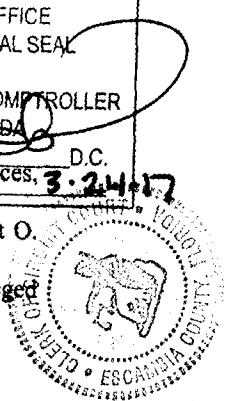
**APAC SE, INC.,  
 Respondent**

**ORDER**

Pursuant to Chapter 30, Article II, Section 30-34, Escambia County Code of Ordinances, this matter, after written notice to all parties, was heard on February 7, 2017, before Robert O. Beasley, Special Magistrate, Office of Environmental Code Enforcement, upon an alleged violation of the Ordinances of Escambia County, State of Florida.

Case No.: CE 16-06-01903  
 Location: Massachusetts Ave  
 PR# 122S307001000000

CERTIFIED TO BE A TRUE COPY OF THE  
 ORIGINAL ON FILE IN THIS OFFICE  
 WITNESS MY HAND AND OFFICIAL SEAL  
 PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT & COMPTROLLER  
 ESCAMBIA COUNTY, FLORIDA  
 BY: *[Signature]* D.C.  
 DATE: *3-24-17*



**I. Statement of the Case**

The matter came to hearing upon a Notice of Violation issued June 9, 2016. The alleged violations of the Land Development Code ("LDC") include: Sec. 4-7.6, Article 1, (Violation 01), Sec. 2-1.3 (Violation 02) and Sec 2-3.2 (Violation 03).

**II. The Evidence.**

The evidence of record included admission of Exhibits A-C by Escambia County and Exhibits 1-2 by the Respondent. In addition, each side presented testimony of witnesses and presented argument by counsel. There was little or no dispute over the underlying facts related to the land disturbance activities performed by APAC at the subject property. Instead, the Respondent's arguments focused on its position that the activities at issue were not subject to the

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permit requirements of the LDC. In 2014 Escambia County inventoried the borrow pits within the county and contacted the owners thereof, including APAC. All of the APAC sites were registered with the State and subject to Florida Department of Environmental Protection ("FDEP") issued mining permits. Escambia County issued two Notice of Violations to APAC relevant to this site dated July 23, 2014 and September 10, 2014. (Ex. 1). These citations were not prosecuted to hearing. Rather, the County and APAC reached a resolution which is explained in the email from Jack Brown, County Administrator. The e-mail states:

Thanks for your correspondence (attached) regarding the status of APAC Southeast's borrow pits sites in Escambia County, FL, dated March 19, 2015. I understand you are in the process of formally closing the borrow pit sites in Escambia County, with the Florida Department of Environmental Protection (FDEP). I do want to reiterate that in closing the pits, if later you decide to reopen the pits, all new regulations will apply."

APAC asserts that the subject pit has never been reopened and therefore there is no requirement upon APAC to participate in a development review process related to its current activities. According to APAC, the closure process began in 2014 and continued until 2016. APAC further asserts that the subject NOV cites to sections of the LDC which were not adopted or published until June 9, 2016. The County testified that the date of adoption of the current LDC was April, 2015. APAC claims the right to continue the closure work is a vested right provided by Section 1-1.7(2).

The County alleges that the activities conducted on or about May, 2016, and thereafter, constitute a general land disturbance activity and a landfill reclamation for which a permit must have been applied for and obtained. In an email dated June 10, 2016, Horace Jones advised counsel for APAC that the land disturbance activities on the site would apply even if the site was not being used as an active borrow pit for mining and removal purposes. (Ex.1).

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### III. Analysis and Findings.

After a review of the evidence and relevant legal authority the undersigned makes the following findings:

#### A. Jurisdiction of the Special Magistrate.

A quasi-judicial tribunal cannot exercise powers that are fundamentally judicial in nature. *Broward Cnty. v. La Rosa*, 505 So. 2d 422, 423 (Fla. 1987). Instead, it is limited to investigating, ascertaining the existence of facts, holding hearings, and drawing conclusions from those hearings as a basis for its official actions. *Id.* In Escambia County, a special magistrate is authorized to hold hearings, impose administrative fines and noncriminal penalties, and otherwise provide for an equitable, expeditious, effective, and cost-effective method of enforcing the codes and ordinances in effect in the County. § 30-31, Esc. Cnty. Fla. Code of Ordinances. A special magistrate is also authorized to carry out those activities stated in Sec. 30-32(a)(1)-(5), Esc. Cnty. Fla. Code of Ordinances. As noted by the County, the special magistrate is without jurisdiction to modify, amend or supplement the LDC. APAC responds that it is not requesting the special magistrate to exceed the stated limits of jurisdiction.

#### B. The FDEP and Escambia County have concurrent jurisdiction over the land disturbance activities.

APAC does not dispute the allegation that recent land disturbance activities were conducted on the subject property. The evidence includes photographs from May, 2016 (Exhibit A) which depict significant land disturbance activities, to include grading of the side slopes, removal of vegetation and planting of a cover grass. The County cites to *Florida Department of Environmental Protection v. South Palafox Properties, LLC*, 2014 CA 001611 (Fla. 1st Cir. Ct., June 8, 2016) as a recent example of concurrent authority by the FDEP and Escambia County

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over a regulated party. The cited case is a good example of how a land owner must observe the regulations on multiple levels with respect to certain issues. In this case APAC asserts that the FDEP has regulatory authority over landfill closure procedures. This is not disputed by the County. However, there is no indication that the FDEP assumed or was assigned complete and sole authority over any and all closure activities which may occur on land within the boundaries of the County.

**C. The land use activity is not an operation of an active borrow pit site.**

The evidence indicates that the borrow pit in question is inactive from a mining perspective. APAC participated with the FDEP in the process of formally closing the pit. The land disturbing activities did not involve removal of the materials but rather were used to shape the site to FDEP specifications. All indications are that APAC complied with all of the FDEP requirements as to the closure procedure. As this procedure had commenced prior to the enactment of the current LDC and APAC was proceeding with the consent and acknowledgement of the County Administrator, there is no requirement upon APAC to participate in the development review process. APAC has not made any attempt to reopen the pit. Therefore, Violation 1 is dismissed in favor of the Respondent.

**D. The land use activity is a Land Disturbance Activity pursuant to Article 3.**

In argument presented by counsel for APAC, the "closure process" is described as having commenced prior to 2014 and continued until completion in 2016. However, there is no evidence of any work being done on this site prior to the photographs depicting work in May, 2016. The Notice of Violations issued in 2014 and the testimony referring to this time period all indicate that the pit was inactive at the time it was placed on the County registry. APAC

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BK: 7684 PG: 1448

representatives testified that APAC has never used the pit for active mining. APAC represented to the County in 2014 that this pit was not being used but was undergoing the formal closure process. There is no evidence in this record to indicate that actual land disturbance activities occurred from the time the use as a pit was discontinued to the time APAC started the extensive site modifications in 2016. The evidence suggests only that APAC started the closure process sometime in 2014, or before, and at some point reached an agreement with FDEP as to the closure specifications and thereafter entered upon the site and began the land disturbance activities.

There is no provision in the LDC which excepts the requirement of a land disturbance permit in a circumstance where the disturbance is in compliance with an approved FDEP closure. Given the issue of concurrent jurisdiction described above, when APAC commenced the physical land disturbance on the site in 2016 a permit was needed. Had a permit been applied for by APAC the County would have had the opportunity to assure that its standards related to storm water and vegetation were complied with during the work. The County had the right to add conditions related to the land disturbance which may have been in addition to those required by the FDEP in the closure process.

#### IV. Conclusion.

- A. The Motion to Strike filed by Escambia County is denied. All evidence and briefing materials submitted by the parties was considered by the Special Magistrate.
- B. APAC has violated LDC Sec. 2-1.3 (Violation 2) and Sec. 2-3.2 (Violation 3) by engaging in land disturbance activities without the requisite application or permit;
- C. APAC must comply with the provisions of Sec. 2-3.2 on or before April 24, 2017.

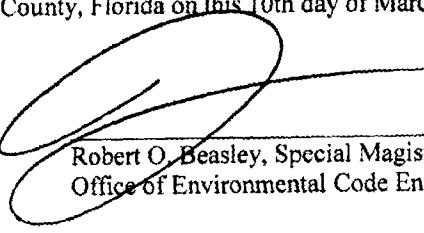
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Failure to achieve compliance within the time set forth herein will result in a fine in the amount of \$100.00 per day, which shall commence on April 25, 2017. This daily fine shall continue until this violation is abated and brought into compliance or until as otherwise provided by law. Cost in the amount of \$1100.00 are awarded to the County for these proceedings. The fines set forth above shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

**You have the right** to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **thirty (30) days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal. Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

**DONE and ORDERED** at Escambia County, Florida on this 10th day of March, 2016,  
2017



Robert O. Beasley, Special Magistrate  
Office of Environmental Code 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



**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: 040566500 Certificate Number: 001570 of 2019**

**Payor: HALLEY LOVATO 913 E GONZALEZ ST PENSACOLA, FL 32501 Date 12/21/2021**

|                       |   |                       |  |
|-----------------------|---|-----------------------|--|
| Clerk's Check #       | 1 | Clerk's Total         | \$537.05 <i>#4,856.07</i>              |
| Tax Collector Check # | 1 | Tax Collector's Total | \$4,777.33                             |
|                       |   | Postage               | \$24.32                                |
|                       |   | Researcher Copies     | \$0.00                                 |
|                       |   | Recording             | \$10.00                                |
|                       |   | Prep Fee              | \$7.00                                 |
|                       |   | Total Received        | <u>\$5,355.90</u><br><i>\$4,873.07</i> |

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By: *Emm. H. Hoge*  
 Deputy Clerk

**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**  
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 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 # 2019 TD 001570**

**Redeemed Date 12/21/2021**

**Name HALLEY LOVATO 913 E GONZALEZ ST PENSACOLA, FL 32501**

|  |            |            |
|--|------------|------------|
| Clerk's Total = TAXDEED                  | \$537.05   | \$4,856.07 |
| Due Tax Collector = TAXDEED              | \$4,777.33 |            |
| Postage = TD2                            | \$24.52    |            |
| ResearcherCopies = TD6                   | \$0.00     |            |
| Release TDA Notice (Recording) = RECORD2 | \$10.00    |            |
| Release TDA Notice (Prep Fee) = TD4      | \$7.00     |            |

• For Office Use Only

| Date                                   | Docket | Desc | Amount Owed | Amount Due | Payee Name |
|--|--------|------|-------------|------------|------------|
| <b>FINANCIAL SUMMARY</b>               |        |      |             |            |            |
| No Information Available - See Dockets |        |      |             |            |            |

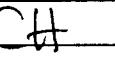


**PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator**

Account: 040566500 Certificate Number: 001570 of 2019

Redemption  Application Date  Interest Rate

|                                |  |   |
|--------------------------------|--|---|
|                                | Final Redemption Payment ESTIMATED                   | Redemption Overpayment ACTUAL   |
|                                | Auction Date <input type="text" value="02/07/2022"/> | Redemption Date <input type="text" value="12/21/2021"/>  |
| Months                         | 10   | 8   |
| Tax Collector                  | <input type="text" value="\$4,143.33"/>              | <input type="text" value="\$4,143.33"/>   |
| Tax Collector Interest         | <input type="text" value="\$621.50"/>                | <input type="text" value="\$497.20"/>   |
| Tax Collector Fee              | <input type="text" value="\$12.50"/>                 | <input type="text" value="\$12.50"/>  |
| Total Tax Collector            | <input type="text" value="\$4,777.33"/>              | <input type="text" value="\$4,653.03"/>                  |
| Record TDA Notice              | <input type="text" value="\$17.00"/>                 | <input type="text" value="\$17.00"/>  |
| Clerk Fee                      | <input type="text" value="\$130.00"/>                | <input type="text" value="\$130.00"/>   |
| Sheriff Fee                    | <input type="text" value="\$120.00"/>                | <input type="text" value="\$120.00"/>   |
| Legal Advertisement            | <input type="text" value="\$200.00"/>                | <input type="text" value="\$200.00"/>   |
| App. Fee Interest              | <input type="text" value="\$70.05"/>                 | <input type="text" value="\$56.04"/>  |
| Total Clerk                    | <input type="text" value="\$537.05"/>                | <input type="text" value="\$523.04"/>                  |
| Release TDA Notice (Recording) | <input type="text" value="\$10.00"/>                 | <input type="text" value="\$10.00"/>  |
| Release TDA Notice (Prep Fee)  | <input type="text" value="\$7.00"/>                  | <input type="text" value="\$7.00"/>   |
| Postage                        | <input type="text" value="\$24.52"/>                 | <input type="text" value="\$0.00"/>   |
| Researcher Copies              | <input type="text" value="\$0.00"/>                  | <input type="text" value="\$0.00"/>   |
| Total Redemption Amount        | <input type="text" value="\$5,355.90"/>              | <input type="text" value="\$5,193.07"/>   |
|                                |  |   |
|                                | Repayment Overpayment Refund Amount                  | <input type="text" value="\$162.83"/>   |
| Book/Page                      | <input type="text" value="8531"/>                    | <input type="text" value="912"/>  |

## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8531, Page 912, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01570, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 040566500 (0222-55)

(see attached)

### SECTION 35, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: PWH ACQUISITION AND DEVELOPMENTS LLC

Dated this 21st day of December 2021.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

## **LEGAL DESCRIPTION**

BEG AT INTERSECT OF ELY R/W LI OF CSX RR (100 FT R/W) WHERE A PERPENDICULAR LI TO ELY R/W LI PASSES THROUGH THE MOST SLY COR OF SEC 28 PT LYING S 29 DEG E 645 FT FROM INTERSECT OF SLY R/W LI OF HANCOCK LN (66 FT R/W) AND ELY R/W OF CSX RR (100 FT R/W) S 29 DEG E ALG ELY R/W LI 760 73/100 FT FOR POB DEPARTING ELY R/W LI OF CSX RR N 61 DEG E 456 70/100 FT S 29 DEG E 223 80/100 FT N 61 DEG E 310 30/100 FT TO WLY R/W LI OF ST ELMO ST (66 FT R/W) S 29 DEG E 50 53/100 FT DEPARTING WLY R/W LI OF ST ELMO ST (66 FT R/W) S 61 DEG W 107 FT S 29 DEG E 287 56/100 FT S 61 DEG W 350 FT N 29 DEG W 120 FT S 61 DEG W 310 FT TO ELY R/W LI OF CSX RR (100 FT R/W) N 29 DEG W ALG ELY R/W LI 441 89/100 FT TO POB OR 7877 P 566