

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100558

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER
PO BOX 54347
NEW ORLEANS, LA 70154,

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
06-1043-200	2019/2779	06-01-2019	LTS 7 THRU 10 BLK 26 PARK PLACE S/D PLAT DB 70 P 258 OR 3943 P 715 OR 4808 P 705 OR 7334 P 61 OR 7792 P 437

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
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER
PO BOX 54347
NEW ORLEANS, LA 70154

07-19-2021
Application Date

Applicant's signature

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
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. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>07/05/2022</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS

PLUS \$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.

LTS 7 THRU 10 BLK 26 PARK PLACE S/D PLAT DB 70 P 258 OR 3943 P 715 OR 4808 P 705 OR 7334 P 61 OR 7792 P 437



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

0722.30

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154	Application date	Jul 19, 2021
Property description	WATSON FRANK TRUSTEE OF WATSON FRANK & OLLIE MAE TRUST C/O ANTOINETTE WATSON PO BOX 17002 PENSACOLA, FL 32522 2003 W HERNANDEZ ST 06-1043-200 LTS 7 THRU 10 BLK 26 PARK PLACE S/D PLAT DB 70 P 258 OR 3943 P 715 OR 4808 P 705 OR 7334 P 61 OR 779 (Full legal attached.)	Certificate #	2019 / 2779
		Date certificate issued	06/01/2019

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2019/2779	06/01/2019	1,014.21	50.71	1,064.92
# 2020/3010	06/01/2020	1,018.65	50.93	1,069.58
→ Part 2: Total*				2,134.50

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2021/2370	06/01/2021	922.99	6.25	46.15	975.39
Part 3: Total*					975.39

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	3,109.89
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	3,484.89

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: Shirley Rich, CFCA
Signature, Tax Collector or Designee

Escambia, Florida
Date July 28th, 2021

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



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)

 ← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information

Parcel ID: 172S301000007026
Account: 061043200
Owners: WATSON FRANK TRUSTEE OF
 WATSON FRANK & OLLIE MAE TRUST
Mail: C/O ANTOINETTE WATSON
 PO BOX 17002
 PENSACOLA, FL 32522
Situs: 2003 W HERNANDEZ ST 32501
Use Code: WAREHOUSE, DISTRIBUT
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2021	\$18,000	\$24,149	\$42,149	\$42,149
2020	\$27,000	\$23,554	\$50,554	\$50,554
2019	\$34,200	\$22,271	\$56,471	\$56,471

[Disclaimer](#)
[Market Value Breakdown Letter](#)
[Tax Estimator](#)
[Report Storm Damage](#)
[Download Income & Expense Survey](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/16/2017	7792	437	\$100	OT	
04/24/2015	7334	61	\$100	OT	
11/2001	4808	705	\$100	WD	
03/1996	3943	715	\$33,500	WD	
10/1988	2617	105	\$33,500	WD	
08/1982	1676	646	\$31,000	WD	

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

2021 Certified Roll Exemptions

None

Legal Description

LTS 7 THRU 10 BLK 26 PARK PLACE S/D PLAT DB 70 P 258 OR
 3943 P 715 OR 4808 P 705 OR 7334 P 61 OR 7792 P 437

Extra Features

None

Parcel Information

[Launch Interactive Map](#)

Section
Map Id:
 17-2S-30-2

Approx. Acreage:
 0.4168

Zoned:
 HC/LI

Evacuation & Flood Information

Diagram showing two adjacent rectangular plots. The left plot has dimensions 120 (width) and 150 (height). The right plot has dimensions 140 (width) and 90 (height). A small table with '+' and '-' signs is in the top left corner.

Buildings

Structural Elements

STRUCTURAL FRAME-WOOD FRAME

A square diagram with the word **BAS** centered inside. The top and bottom edges are labeled **20**, and the left and right edges are labeled **36**.

BASE AREA - 720

Structural Elements

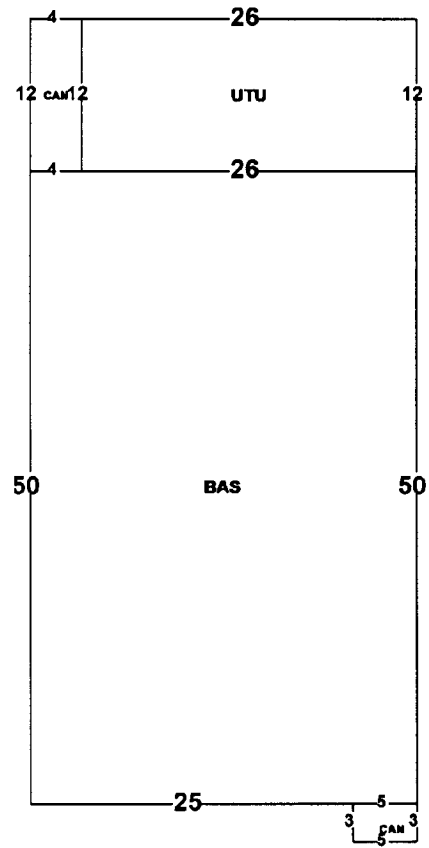
STRUCTURAL FRAME-WOOD FRAME

Areas - 1875 Total SF

BASE AREA - 1500

CANOPY - 63

UTILITY UNF - 312



Images



5/20/19

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 08/16/2021 (tc 120561)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPITAL ONE NA** holder of **Tax Certificate No. 02779**, 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:

LTS 7 THRU 10 BLK 26 PARK PLACE S/D PLAT DB 70 P 258 OR 3943 P 715 OR 4808 P 705 OR 7334 P 61 OR 7792 P 437

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 061043200 (0722-30)

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

FRANK WATSON TRUSTEE

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** Tuesday in the month of July, which is the **5th day of July 2022**.

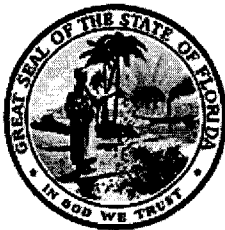
Dated this 7th day of September 2021.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 061043200 Certificate Number: 002779 of 2019

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="07/05/2022"/>	Redemption Date <input type="text" value="12/30/2021"/>
Months	12	5
Tax Collector	<input type="text" value="\$3,484.89"/>	<input type="text" value="\$3,484.89"/>
Tax Collector Interest	\$627.28	\$261.37
Tax Collector Fee	<input type="text" value="\$12.50"/>	<input type="text" value="\$12.50"/>
Total Tax Collector	\$4,124.67	<input type="text" value="\$3,758.76"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
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	\$82.08	\$34.20
Total Clerk	\$538.08	<input type="text" value="\$490.20"/> CH
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="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$4,739.75	\$4,265.96 - 120 - 200 = \$3945.96
	Repayment Overpayment Refund Amount	\$473.79
Book/Page	<input type="text" value="8613"/>	<input type="text" value="1970"/>

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



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

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

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

Case # 2019 TD 002779

Redeemed Date 12/30/2021

**Name FRANK & OLLIE MAE WATSON TRUST C/O ANTOINETTE WATSON PO BOX 17002 PENSACOLA,
 FL 32522**

Clerk's Total = TAXDEED	\$538.08	\$538.08 \$3928.96
Due Tax Collector = TAXDEED	\$4,124.67	
Postage = TD2	\$60.00	
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
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
 Tax Certificate Redeemed From Sale
 Account: 061043200 Certificate Number: 002779 of 2019**

**Payor: FRANK & OLLIE MAE WATSON TRUST C/O ANTOINETTE WATSON PO BOX 17002
 PENSACOLA, FL 32522 Date 12/30/2021**

Clerk's Check #	5507456249	Clerk's Total	\$538.08
Tax Collector Check #	1	Tax Collector's Total	\$4,724.67
		Postage	\$0.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$4,739.75

\$3,945.96

**PAM CHILDERS
 Clerk of the Circuit Court**

Received By
 Deputy Clerk

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

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 8613, Page 1970, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02779, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 061043200 (0722-30)

DESCRIPTION OF PROPERTY:

**LTS 7 THRU 10 BLK 26 PARK PLACE S/D PLAT DB 70 P 258 OR 3943 P 715 OR 4808 P 705 OR
7334 P 61 OR 7792 P 437**

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: FRANK WATSON TRUSTEE

Dated this 30th day of December 2021.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

execution of this Trust, and all rights of the persons who now or later may become entitled to share in the principal or income of the trust property shall be determined in accordance with those laws.

ARTICLE 12. AMENDMENT OF ADMINISTRATIVE PROVISIONS:

The Trustee may, upon giving notice to each beneficiary, amend, either in whole or in part, any administrative provision of this Trust which causes unanticipated tax liability, or conform the administrative provisions of the Trust to the requirements of the taxing authorities, as well as any particular state law requirements. The Trustee is, therefore, expressly authorized to enter into any agreements with the Internal Revenue Service or any other governmental body and to execute any documents as will, in the discretion of the Trustee, tend to minimize the taxes resulting from this Trust.

ARTICLE 13. CONSTRUCTION:

The paragraph headings used are for convenience only and shall not be resorted to for interpretation of this Trust. If any portion of this Trust is held to be void or unenforceable, the balance shall nevertheless be carried into effect.

ARTICLE 14. CERTIFIED/ATTESTED COPIES:

To the same effect as if it were the original, anyone may rely upon a copy certified or attested by a notary public to be a true copy of this Declaration of Trust and attachments. Anyone may rely fully upon any statements of fact certified or attested by one who appears from the original Declaration or an executed counterpart or a certified or attested copy to be the Trustee.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed our seals at Pensacola, Escambia County, Florida, this 15th day of November, 2001, in the presence of the subscribing witnesses whom we have requested to become attesting witnesses hereto.

Frank Watson
FRANK WATSON
 Settlor and Trustee

Ollie Mae Watson
OLLIE MAE WATSON
 Settlor and Trustee

ARTICLE 9. TAXES:

On the death of a Settlor, the Trustee, in his or her discretion, may pay out of the deceased Settlor's share, upon the request of the legal representative of that Settlor's probate estate, if any, such sums as the representative shall state to be necessary for payment of federal estate taxes and state taxes resulting from that Settlor's death, whether or not attributable to property subject to probate administration or any other expenses incurred in the settlement of that Settlor's estate. If at the time of any Settlor's death, the Trustee holds as part of that Settlor's share of the Trust property, United States Treasury Bonds ("flower bonds") redeemable at par for the payment of federal estate taxes, then regardless of anything in this Trust to the contrary, the Trustee shall apply such bonds unto the whole thereof to the payment of federal estate taxes due by reason of the Settlor's death. Any taxes on future or contingent interests may, in the Trustee's discretion, be settled or compromised and paid at any time or times before those taxes become due. In the event that no representative of the Settlor's probate estate is appointed, then the Trustee shall in its sole discretion determine the sums payable for these purposes. In conjunction with the personal representative, if any, of a deceased Settlor's estate and the surviving Settlor, if any, the Trustee shall allocate the deceased Settlor's Generation Skipping Tax exemption among the assets, then or in the future distributable to beneficiaries which may cause imposition of a Generation Skipping Tax, so as to eliminate or reduce to the greatest extent possible the impact of such tax. The calculations which may be required to perform this allocation shall be approximate, and Trustee shall be fully protected and unanswerable for any but intentional miscalculations in this regard. In lieu of any such calculations, Trustee may rely upon, and be fully protected in so doing, any written instruction from the Surviving Settlor setting forth the value at such time of the Surviving Settlor's estate for such purposes.

ARTICLE 10. INSURANCE:

Either Settlor may deposit with the Trustee any policies of insurance owned by that Settlor, but at any time before such Settlor's death, the Settlor depositing the insurance shall have the right to withdraw any or all of such policies from the possession of the Trustee for any purpose. During the life of the insured Settlor, the Trustee shall be under no obligation to pay premiums of any policies deposited with it.

The Trustee may purchase life insurance on the Settlor's lives, or be named as Beneficiary of death proceeds of policies of life insurance. Such death benefit proceeds will be subject to all the terms of this Trust agreement. After the insured Settlor's death, the Trustee shall make a reasonable effort to collect the proceeds of any policies of insurance. The Trustee may obtain reimbursement out of the trust property for any advances made or expenses incurred in attempting to collect insurance proceeds. No insurance company shall be responsible for the execution of any provisions of this Trust.

Upon the death of the insured Settlor, the Trustee shall allocate the proceeds of all insurance policies in a manner which will minimize the impact of Federal and state estate taxes on the respective estates of the insured Settlor and the Surviving Settlor.

ARTICLE 11. PLACE OF EXECUTION AND SELECTION OF SITUS:

The Trust is executed within and shall be governed by the laws of the State of Florida, which is the Settlor's state of residence and domicile as of the date of the

calendar days, the terminating Trustee shall, or any beneficiary may, petition a court of competent jurisdiction to appoint a successor Trustee. No successor Trustee shall be liable for any inconsistencies or irregularities in the administration of the Trust by any prior Trustee, but shall be responsible and accountable only for those assets under the Trustee's control and custody. Compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court is hereby expressly waived.

D. Any successor Trustee shall have all the powers, immunities and discretions given to the original Trustees. No Trustee, original, independent, successor, or special, shall be required to give bond for the performance of its duties, or if required by law, no surety shall be required on such bond. No Trustee shall be liable for anything done or omitted to be done in good faith, nor for any acts of any Co-trustee or predecessor Trustee, nor for the acts or omissions of any agent appointed with due care, nor for anything other than its own willful default or gross negligence. No successor Trustee shall have any duty or responsibility to audit or review the actions or accounting of any predecessor Trustee; each successor Trustee being expressly relieved from any and all liability or responsibility for the actions or failure to act of any predecessor.

E. A Trustee is authorized to appoint a person or qualified corporation at any time to act as Special Trustee for the administration of property with respect to which the Trustee has made the determination, in its sole discretion, that it is not eligible to act or cannot administer in a practicable manner. The Special Trustee shall be appointed in the same manner as deeds to real estate are required to be executed and acknowledged by the laws of the state in which the trust assets to be administered by the Special Trustee are then located. The Trustee may at any time revoke such appointment which revocation shall be in the same manner as the appointment. During the term of appointment and with respect to the assets being administered by the Special Trustee, the Special Trustee shall exercise the same powers and authority as the Trustee and any action by the Special Trustee shall have the same force and effect as if the Trustee had taken such action. Any such Special Trustee shall receive and retain customary and reasonable compensation for services rendered the Trust.

F. The original Trustees hereunder shall not be entitled to any compensation for their services, but any successor Trustee shall be entitled to reasonable compensation for its services and to reimbursement for expenses. Any Successor Trustee, named or appointed, which is a corporate trustee, shall be entitled to receive compensation for its services in accordance with its published schedule of charges in effect at the time such services are rendered. In addition, compensation may be paid to any Authorized Party and to any Special Trustee in accordance with the provisions of this Trust.

G. Any corporate trustee shall be entitled to receive and retain from any money market fund or similar entity, payments as authorized under Rule 12b-1 of the Investment Company Act in connection with the distribution of such fund's or entity's securities.

ARTICLE 7. DISTRIBUTION OF TRUST PROPERTY:

When distribution of trust property is made pursuant to any provision of this Trust, the Trustee is authorized and empowered in its sole discretion to make distribution in kind or in cash, or partly in both. The determination of the Trustee as to the value of any property for the purpose of any distribution shall be binding and conclusive upon all persons who are then or may later become entitled to share in the trust property.

ARTICLE 8. TRUSTEES:

A. The original Trustees are FRANK WATSON and OLLIE MAE WATSON. Upon the death or incapacity of one of the original Trustees, the remaining original Trustee shall be the sole Trustee. Upon the death, incapacity, or resignation of both the original Trustees, ANTOINETTE RENEE WATSON and FRANK WATSON, JR., the children of the Settlor, shall be the First Successor Co-Trustees. Upon the death, incapacity, or resignation of one of the First Successor Co-Trustees, VERNON WAYNE WATSON, the son of the Settlor, shall be a Successor Co-Trustee. Upon the death, incapacity, or resignation of another of the Successor Co-Trustees, VICTOR LEONARD WATSON, the son of the Settlor, shall be a Successor Co-Trustee.

The incapacity of a Settlor or Trustee, if not adjudicated incompetent, shall be substantiated in writing to the Trustee or a named successor Trustee by the Settlor's or Trustee's medical doctor or a medical doctor of the Trustee's or successor Trustee's choice. Upon receipt of such written substantiation of the incapacity of a Trustee, the next successor Trustee(s) shall immediately be the Trustee(s) of this Trust until the same medical doctor substantiates in writing that the previously determined incapacitated Trustee has regain capacity.

B. Any Trustee may resign at any time by giving at least thirty (30) days written notice of its intention to do so, delivered personally or by registered mail to the remaining Trustee, or if none, to at least one beneficiary. In the case of death, resignation, disability, or incapacity of any prior Trustee, established by receipt of a certified copy of the death certificate or written certificate to that effect from the prior Trustee's physician, or if none, or if unavailable, from a licensed medical doctor of the succeeding Trustee's own choosing, the person or organization named next above shall be the Trustee and the next named person or organization thereafter shall be the successor Trustee. Any Trustee may in its discretion appoint a Co-trustee. The last successor Trustee may appoint a successor Trustee; provided that any successor Trustee which is a corporate trustee so appointed shall have a combined capital and surplus of not less than Two Million Dollars (\$2,000,000.00). Any successor Trustee shall be deemed to be in office and entitled to act upon delivery of its written acceptance of this Trust to an acting Trustee, or if none, to at least one beneficiary.

C. A 75% majority of the beneficiaries of the then current income interest may elect, in a writing delivered to the Trustee to remove the Trustee or any of the Trustee's successors. In such event, the next named successor Trustee shall the Trustee. If there is no further designated successor Trustees, a 75% majority of the beneficiaries of the then current income interest may appoint, in writing, a successor Trustee. If the beneficiaries do not appoint a successor Trustee within a reasonable time not to exceed sixty (60)

distribute and pay over the principal of such trust and the undistributed income therefrom, if any, to the beneficiary or beneficiaries who would be at the time of this distribution entitled to the distribution of principal and undistributed income if the Trust or separate trust hereunder had terminated pursuant to the terms of this Trust.

- Z. To make lifetime gifts, provided, however, the amount of all gifts on behalf of a Settlor to a donee during any one calendar year shall not exceed an amount for each donee equal to the greater of ten thousand dollars, or the amount of the available gift tax annual exclusion, under Section 2503(b) and Section 2513 of the Internal Revenue Code, as amended from time to time. Such gifts may be in cash or in kind. If any donee is a minor at the time of such gift, the Trustee may make such gift to such member of such minor's family, as the Trustee may select, as custodian for such minor under a Uniform Transfers To Minors Act, or similar applicable law.

At any time that either of the Settlers or any successor Trustee is acting as a Trustee, the sole signature of a Settlor or of a successor Trustee as a Trustee shall be sufficient to execute proxies or powers of attorney, to vote any securities or other assets, to execute stock powers or other endorsements of securities or any other negotiable instruments registered, issued or drawn in the name of or to the order of the Trustee for the purpose of effecting assignment, transfer or delivery, to sign checks or orders to pay on deposits, accounts or credit balances of the Trustee with any bank, banker, broker or trust company, and to exercise any power granted in this Trust or by law.

No person or corporation dealing with the Trustee shall be required to investigate the Trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

ARTICLE 6. PAYMENTS TO PERSONS UNDER DISABILITY:

Whenever the trust property or any income of the trust property shall become payable, or is required to be paid pursuant to the provisions of Article 4 to a minor, other than a minor for whom assets are retained in trust, or to a person, including a Settlor, whether or not adjudicated incompetent, but who by reason of illness or mental or physical disability or incapacity is under such a disability (such disability having been substantiated in writing to the Trustee by the beneficiary's medical doctor or a medical doctor of the Trustee's choice), the Trustee may then make payment in the Trustee's sole discretion: (a) directly to the beneficiary; (b) to the legally appointed guardian or conservator or other legal representative of the beneficiary; (c) to some near relative of the beneficiary to be applied for the beneficiary; or, (d) by direct expenditure by the Trustee for the health, support, maintenance, and education of the beneficiary, and the payment or expenditure shall be a full release of the Trustee in each instance. In the event of incapacity or disability of either Settlor, the Trustee may, in its discretion, continue any plan of charitable giving initiated by that Settlor.

affiliates, any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by this Trust; provided, that a power or authority which is specifically conferred upon a Trustee (to the exclusion of any other trustee or any other person or entity) shall not be delegated. The delegation of any such power shall be evidence by an instrument in writing signed by the delegating Trustee with two witnesses and acknowledged before a Notary Public and shall be delivered to the Trustee or other person or entity to whom the delegation is made. The delegating Trustee may at any time revoke such delegation in the same manner as the delegation of the power or authority. So long as any such delegation is in effect, any power or authority delegated may be exercised by the Trustee or other person or entity to whom such delegation was made with the same force and effect as if the Trustee delegating such power or authority had itself joined in the exercise of such power or authority in the taking of such action.

- X. The Trustee and any individual or entity with which they are associated or affiliated in any way including, but not limited to, any such individual or entity associated or affiliated through any direct or indirect ownership interest of any sort, each of which is an Authorized Party under this Trust, may deal in their own interest with any trust estate created in this Trust. The Trustee may deal between such trust estate and themselves or any other Authorized Party, either party acting in any capacity including, but not limited to, acting as Trustee, personal representative, employee, or partner, in buying, selling, pledging, leasing and exchanging assets, in furnishing or receiving goods, services or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in their sole discretion, such transaction shall be to the benefit of the trust estate. This authority shall apply regardless of any compensation, gain or profit derived by any Authorized Party acting in any capacity in connection with any such transaction. This authority shall include, but is not limited to, furnishing or receiving investment advice, management services or custodial services, and the sale or purchase of other assets by any Authorized Party in any principal transaction or any agency transaction. Any Authorized Party may furnish services to any trust estate created in this Trust as attorney, investment advisor, accountant, broker, tax specialist or in such other capacity as may be necessary or desirable in the Trustee's sole discretion for the proper management, protection and sale or other disposition of Trust assets, in whole or part, and may receive and retain customary and reasonable compensation for services in any such capacity. In the event any person employed by the Trustee shall also be acting as an officer or director of any corporation in which the Trust may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation therefor in the same manner as if he were not employed by the Trustee, and shall not be disqualified from voting for his election to such office or for membership on said board of directors for the reason that he is employed by the Trustee, or for the reason that he may be receiving compensation for serving in any such capacity.
- Y. Terminate the Trust or any separate trust hereunder if the aggregate principal value of the Trust or separate trust is \$30,000.00 or less; in such event, the Trustee shall

any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee is empowered:

1. To inspect and monitor any such property periodically, as it deems necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;
2. To respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;
3. To refuse to accept property as a trust asset if it is determined that such property is contaminated by any hazardous substance or that such property is being used or has been used for any substances which could result in liability to the trust or otherwise impair the value of trust assets;
4. To settle or compromise at any time any claim against this trust related to any such matter asserted by any governmental body or private party;
5. To disclaim any power which it determines may cause it to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law;
6. To decline to serve as Trustee or, having undertaken to serve, resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets.

The Trustee shall not be personally liable to any beneficiary or other party interested in this trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from such matters, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of environmental laws related to the Trust; provided that the Trustee shall not be excused from liability for its own negligence or wrongful or willful acts;

When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ["environmental law(s)"].

The Settlers, on behalf of themselves, their heirs and assigns, hereby indemnify and hold harmless the Trustees and Successor Trustees from and against any and all claims, liabilities, penalties and costs, including attorneys' fees, arising from any claim, demand, order or other action related in any way to (1) the actual or threatened contamination of Trust property by any hazardous substance(s), or (2) the generation, use, treatment, storage, disposal, release (actual or threatened) or discharge on or from Trust property or in connection with operations conducted on trust property of any hazardous substances in violation of any environmental law(s).

- W. May delegate to any Co-Trustee or any Independent or Successor Trustee or any other individual or entity, and any of its or their successors, subsidiaries and

depletion of any of the trust property, all without regard to the general rules of law on the subject.

- P. To hold, manage, invest and account for the principal of each trust under Article 4 either as a separate fund or commingled with the principal of any or all of the other trusts as a single fund, as the Trustee in its sole discretion may determine, and if commingled as a single fund, making the division only upon books of account and allocating to each trust its proportionate part of the principal and income of the common fund, and charging against each trust its proportionate part of the common expenses, which expenses may be further apportioned between the income and principal of each trust under subparagraphs (J) and (O).
- Q. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances.
- R. To undertake banking transactions with financial institutions including the ability to open accounts with such institutions, write checks on those accounts, make deposits and withdrawals from those accounts, borrow money and to generally undertake banking transactions with any financial institution.
- S. To allow the surviving spouse to occupy and use until his or her death, any home, residence, vacations home or residence, condominium, cooperative, interval ownership interests or privileges, time share units or privileges, or any interest therein, owned by the Trust and used by either or both Settlers for personal use. The surviving spouse shall not be required to pay rent for such use of the home, and upon his or her direction, may have the Trustee sell such house and reinvest such proceeds as the surviving spouse so directs. The Settlers reserve the right to reside upon any real property transferred to this Trust as the Settlers' permanent residence during Settlers' lifetimes, it being the intent to retain for Settlers the requisite beneficial interest and possessory right in and to the property to comply with §196.041, Florida Statutes, such that the beneficial interest and possessory right constitute in all respects "equitable title to real estate" as used in Section 6, Article VII, of the Florida Constitution.
- T. To elect the mode of payment which appears to be the most advantageous to the trust and beneficiaries, if not previously elected, of any employee benefit plans or retirement plans wherein the Trustee is named as beneficiary.
- U. To continue to participate in any business or other enterprise at the risk of the trust estate and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
- V. When dealing with matters involving the actual or threatened contamination of trust property (including interests in sole proprietorships, partnerships or corporations and

- G. To vote either in person or by general or limited proxy, or to refrain from voting, any corporate stock for any purpose not inconsistent with the trust(s) as will in the sole discretion of the Trustee be most beneficial for the Settlers during their lifetimes, and thereafter for the named beneficiaries.
- H. To deposit any securities constituting a part or all of the trust property with or under the direction of any committee formed to protect the securities and to participate in, consent to or carry out any reorganization, consolidation, merger, liquidation, readjustment of the financial structure, or sale of the assets of any corporation or other organization and to exercise conversion and subscription rights, and hold any property received pursuant to any exchange, deposit, conversion or subscription as part of the trust property.
- I. To keep any or all securities or other property constituting a part or all of the trust property in the name of another person, or of a partnership or corporation, or in the name of the Trustee, or of any one or more of them, without disclosing their fiduciary capacity.
- J. To determine how all receipts from any source and all disbursements for any purpose shall be credited, charged or apportioned between the trust property and the income of the trust property, all without regard to general rules of law, and specifically, but without limitation, to make that determination in regard to stock and cash dividend rights, and all other receipts in respect of the ownership of stock.
- K. To purchase or retain stock which pays dividends in whole or in part, otherwise than in cash.
- L. To pay, prosecute, extend, renew, modify, contest or compromise, upon such terms as the Trustee may determine, and upon such evidence as the Trustee may deem sufficient, any obligation or claim, including taxes, either in favor of or against the trust property, or the income of the trust property.
- M. To employ attorneys, banks, brokers, custodians, investment counsel and other agents, and to delegate to them duties, rights and powers of the Trustee, including, among others, the right to vote on shares of stock constituting a part or all of the trust property, for periods and purposes as the Trustee in its sole discretion may deem advisable. Any agent shall be eligible to be so employed and to receive and retain reasonable compensation or commissions for services rendered, the same to be in addition to the compensation which such Trustee would otherwise be entitled to receive for services as a Trustee.
- N. To receive property in trust from the Settlers, or from any other person, whether by will or otherwise.
- O. To determine whether and to what extent income of the trust property shall be transferred to the trust property with respect to the amortization, depreciation or

- A. To purchase or sell at public or private sale, or to exchange, grant options to purchase, lease, pledge, improve, repair, manage, insure, operate, control, and mortgage, in such manner and on such terms as the Trustee in its sole discretion may deem advisable, any property, real or personal, which at any time may constitute a part of the trust property.
- B. To purchase any assets from each Settlor's estate at fair market value in such quantities as the Trustee deems advisable, and to loan all or a portion of the trust property to each Settlor's testamentary estate, upon such terms and in such amount as the Trustee deems advisable, and with or without taking security.
- C. To borrow money for any purpose, including collateralizing trust assets to purchase and sell property and/or securities, with or without security and to pledge securities or other property, without regard for the term of the trust(s).
- D. To execute all deeds, assignments, leases or other instruments necessary or proper for the exercise of any power granted to the Trustee.
- E. To invest or reinvest in and retain as an investment any property which in the opinion of the Trustee is suitable for the purposes of the Trust without being restricted to "legal investments" or limited by the "prudent man rule," although of a kind or an amount which otherwise might not be regarded as a proper trust investment, and specifically, but without limitation, to invest in one or more mutual funds, limited partnerships, and annuity funds; provided, however, that either Settlor may specify in a writing delivered to any Trustee other than a Settlor, the kind, amount and date of any investment of all or part of the Settlor's share of the trust property to be made by the Trustee and the broker-dealer or registered representative through whom the investment shall be made.
- F. To enter into any withdrawal plan with any mutual funds authorizing payment to the Settlers, the survivor of them or to any other beneficiary, of a specified monthly or quarterly amount payable from income dividends, capital gains distributions, and, to the extent necessary, from the proceeds of liquidation of shares of any mutual fund, to enter into any accumulation plan with any mutual fund authorizing reinvestment of income dividends and capital gains distributions and permitting further periodic or other investments in any mutual fund, to deposit shares of any mutual fund with a custodian or other agent, and to keep any or all securities constituting a part or all of the trust property in the name of a custodian or other agent pursuant to any withdrawal plan or accumulation plan. Neither the custodian nor other agent, nor the fund, nor its transfer agent shall be under any duty to inquire beyond the provisions of this subparagraph into the powers or duties of the Trustee, and to that extent the provisions of this subparagraph shall supersede any other provisions of this Trust. Neither the custodian, nor other agent, nor the fund, nor its transfer agent shall be required to see to the application of any payments made pursuant to any withdrawal plan, nor shall they assume the responsibility for the validity of this Declaration of Trust or any of its provisions.

2. Unless the context otherwise requires, the term "Trustee" includes the original, successor, independent, and special Trustees and any other Trustee or Trustees then qualified and acting as such. Whenever the context requires, the singular includes the plural, the plural includes the singular, and gender shall be construed as masculine, feminine or neuter.

D. Limitation: Any person who would otherwise be or become a beneficiary of any part of any trust which is established by the Settlers by reason of the provisions anywhere in this Trust, which person shall in anywise try to or succeed in contesting this Trust, the validity thereof, or any provision herein contained with respect to distribution of any share hereof, shall be limited to a total sum of ONE DOLLAR (\$1.00) from any sums which at any time comprise this Trust. All remaining sums shall pass in accordance with the Trust as though such person had predeceased the Settlers of this Trust.

F. Tangible Personal Property: Either or both Settlers may leave a written memorandum designating to whom specific items of tangible personal property are to be given. The last dated and signed memorandum made for this purpose by the deceased Settlor that is in existence shall be given effect by the Trustee if presented to the Trustee within 60 days of the death of the Settlor. Thereafter, the Trustee may give effect to such memorandum but shall not be required to do so. The surviving Settlor, during his or her lifetime, shall have the right to the use, possession, and enjoyment of any and all tangible personal property given to others by the deceased Settlor pursuant to this provision. After the death of the surviving Settlor, the tangible personal property not yet distributed pursuant to this provision shall be given to the persons as specified in the written memorandum. A donee of tangible personal property given him or her under this provision shall have no claim or cause of action against either Settlor or their estates for any misuse, abuse, damage, destruction, waste, or loss by a Settlor of tangible personal property given such donee pursuant to this provision.

G. Spendthrift Provision: No income or principal distributable from this Trust or any trust created hereunder shall be subject to anticipation, assignment, mortgage or pledge in any manner by any beneficiary, including the Settlers, and shall not be reached by any legal, equitable or other process, including bankruptcy proceedings, in satisfaction of any debt or liability of a beneficiary prior to receipt by the beneficiary.

ARTICLE 5. TRUSTEE'S POWERS:

The Trustee shall have all of the powers set forth in Chapter 737, Florida Statutes, as in effect on the date hereof, the provisions of which are hereby expressly incorporated herein by reference. The Trustee shall also have the following powers, which are in addition to all common law and statutory powers (which shall not be a limitation on the power and authority granted by the provisions of this Trust), and in addition to all other powers granted to the Trustee by this Trust, which shall continue after the termination of any of the trusts created by this Trust for the purpose of the distribution of all or any portion of the trust property, and which may be exercised at any time by the Trustee without approval from any court:

An invasion of principal may be made even though it results in termination of the Trust. Any income not so used shall be added to the principal of the Trust at the end of each fiscal year of the Trust. The Settlers have been advised of the tax consequences of accumulating income in a trust for the beneficiaries.

At the time a beneficiary attains his or her 21st birthday, or at the time of the death of the Surviving Settlor if such beneficiary has attained such age, or upon the beneficiary's death, whichever occurs first, the Trustee shall terminate the Trust as to such beneficiary's share, and the then remaining principal and undistributed income of his or her share shall be distributed absolutely to him or her or, if he or she is then deceased, to his or her lineal descendants per stirpes or, if none, to the other beneficiaries of this Trust in proportion to their respective shares, and managed in accordance with the provisions of this Trust.

c. Any distribution of income required to be made under his Trust shall be at times fixed by the Trustee but at least as often as quarterly.

d. If all the children and grandchildren of the Settlers or otherwise designated beneficiaries of this Trust die prior to the vesting in them of the assets of this trust leaving no one to take under the above provisions, then the Trust shall be dissolved and the assets be distributed (a) one-half to those persons who would be entitled to the distribution of the personal property of FRANK WATSON, if, at that time, he had died intestate as a resident of the state of Florida, and (b) one-half to those persons who would be entitled to the distribution of the personal property of OLLIE MAE WATSON, if, at that time, she had died intestate as a resident of the state of Florida.

e. Any net income not so paid over or applied shall be added to principal at least annually and shall be held, administered, and disposed of as a part thereof.

f. The determination of the Trustee as to the value of any Trust property and the amount of any accumulated or current income shall be binding and conclusive upon all persons who are then or may later become entitled to share in the Trust property.

C. General Provisions:

1. In the event that both Settlers should die simultaneously or under such circumstances that the order of their deaths cannot be determined by proof, then it shall be deemed that OLLIE MAE WATSON survived FRANK WATSON.

ANTOINETTE RENEE WATSON	(Daughter of the Settlers)	20%
FRANK WATSON, JR.	(Son of the Settlers)	20%
VERNON WAYNE WATSON	(Son of the Settlers)	20%
VICTOR LEONARD WATSON	(Son of the Settlers)	20%
FRANK DWAYNE WATSON	(Grandson of the Settlers)	4%
VICTOR TERRELL WATSON	(Grandson of the Settlers)	4%
LAKASSIA D. WATSON	(Granddaughter of the Settlers)	4%
LAKISHA RENEE WATSON	(Granddaughter of the Settlers)	4%
RANESHIA T. LAWRENCE	(Granddaughter of the Settlers)	4%

The Trustee shall then hold, manage and distribute each separate share to or for each beneficiary as follows:

a. Subject to the limitations of age set forth below: The principal and any accumulated income of each share for each named beneficiary shall be distributed to that beneficiary immediately upon being divided by the Trustee into separate shares. If a named beneficiary is deceased at the time of this distribution, the principal and any accumulated income of the share of that deceased beneficiary shall be immediately distributed to that beneficiary's surviving lineal descendants per stirpes. If a named beneficiary is deceased at the time of this distribution and has no surviving lineal descendants, the principal and any accumulated income of the share of such deceased named beneficiary shall be immediately distributed to the other named beneficiaries, per stirpes, in proportion to their respective interests in this Trust.

b. If any beneficiary is under the age of 21 years at the time of distribution of his or her share of the Trust, then his or her share shall be continue to be held by the Trustee IN TRUST for the following purposes:

Until such beneficiary has attained his or her 21st birthday, the Trustee shall use so much of the income and of such beneficiary's share of the principal of the Trust necessary or desirable, in the exercise of the Trustee's discretion, for the education (including post secondary) of the beneficiary by paying, transferring and assigning same in one or more of the following ways:

- (1) directly to the beneficiary such amount as the Trustee may deem advisable as an allowance;
- (2) to the guardian of the person or of the property of the beneficiary for educational purposes;
- (3) to a relative of the beneficiary upon the agreement of such relative to expend such income or principal solely for educational purposes for the benefit of the beneficiary;
- (4) by expending such income or principal directly for the education of the beneficiary.

The Trustee acknowledges receipt of such property and agrees to hold in trust, manage and distribute the property and property later added to the Trust by the Settlers, or any other person, as provided in this Trust.

ARTICLE 4. DISPOSITIVE PROVISIONS:

A. During Settlers' Lifetimes: During the Settlers' lifetimes and the surviving Settlor's lifetime, the Trustee shall pay to or for the benefit of the Settlers and the surviving Settlor all of the net income, in at least quarter-annual payments, and so much of the principal as each Settlor may from time to time direct by written instrument delivered to the Trustee. In the event of the incapacity of one or both of the Settlers, the Trustee may use the principal and income to provide for Settlor(s) in the event of the incapacity of either or both.

B. Upon The Death Of The Surviving Settlor: Upon the death of the surviving Settlor, or the simultaneous deaths of the Settlers, as specified in C. 3. below, the Trustee shall:

1. In its discretion, pay those claims against the Survivor which could be properly asserted and proven in probate proceedings if decedent's estate had been probated, expenses of last illness, and burial expense, to the extent that these items shall not be paid or the responsibility for their payment be assured by some other person or estate, except that the Trustee, in its discretion, shall not be required to pay and discharge, both as to principal and interest, any valid lien, mortgage, or charge against any real property, including buildings and improvements, but may elect to treat such as a continuing debt.

2. Regardless of anything in this Trust to the contrary, the Trustee shall not pay any debts or expenses or any estate or inheritance taxes, or satisfy any creditor's claims, if any, from funds or property which are exempt, if at all, from federal estate taxes pursuant to Section 2039 of the Internal Revenue Code of 1986 as amended, received as an annuity payment, qualified retirement plan, or distribution under a trust forming part of a pension, stock bonus, or profit sharing plan meeting the requirements of Section 401 (a) of the Internal Revenue Code of 1986, as amended, or under a retirement annuity contract purchased pursuant to a plan described in Section 403 (a), payment or distribution of which is designated to be made to the Trustee of this Trust.

3. The Trustee shall distribute the house and property located at 1075 West Lee Street, Pensacola, Florida, to ANTOINETTE RENEE WATSON, the daughter of the Settlers. If she is not surviving at the time of this distribution, this property shall be added to the remainder of the Trust and distributed as hereinafter provided.

4. The Trustee shall then divide the remainder of the Trust, including its allocable share of accumulated income, into shares for each of the Settlers' children and grandchildren, whether surviving or not, as follows:

The Frank & Ollie Mae Watson Trust

THIS DECLARATION OF TRUST, by and between FRANK WATSON, and OLLIE MAE WATSON, the Settlor, and FRANK WATSON, and OLLIE MAE WATSON, the original Trustees. The name of this trust shall be:

The Frank & Ollie Mae Watson Trust

ARTICLE 1. PURPOSE:

The purpose of this Trust is to provide for the management of each Settlor's assets, both presently and during any future period of disability; a preferred alternative to guardianship proceedings; and a simplified means of accomplishing both lifetime and death transfers of those assets.

ARTICLE 2. SETTLORS' POWERS:

A. During Lifetime: The Settlor, or the survivor of them, reserve the right at any time or from time to time to amend or revoke this Trust in whole or in part, by written instrument signed by them and delivered to the Trustee, and to add, substitute or remove any trust property. Upon revocation of this instrument in its entirety, the Trustee shall deliver to the Settlor or as they may direct in the instrument of revocation, their respective shares in the trust property.

B. By Will: The Settlor reserve the right to add property to this Trust by Will.

ARTICLE 3. TRUST PROPERTY:

The Settlor have delivered to the Trustee all their interest in the property transferred by the Assignment To Trustees attached hereto, and all property, if any, previous or subsequent to the date hereof transferred to the Trustee to be held hereunder for the benefit of Settlor. The Trust estate shall for all purposes of this Trust be equally divided into two separate equal shares, each constituting a separate and distinct Trust, hereinafter referred to as "Trust share", or merely "share", for convenience, for each of the Settlor. To the extent that either Settlor's share exceeds his or her contribution to the Trust, the amount of the difference shall constitute a completed gift from the other Settlor at the time and on the date of the initial transfer of such asset into the trust.

DR BK 4808 PG0707
Escambia County, Florida
INSTRUMENT 2001-905884

IN WITNESS WHEREOF, Grantors have set their hands and seals this 15th day of November, 2001.

Signed, sealed and delivered in the presence of:

Dana H. Loomis
Witness: DANA H. LOOMIS

Elizabeth Kowalski
Witness: Elizabeth Kowalski

GRANTORS:

Frank Watson
FRANK WATSON

Ollie Mae Watson
OLLIE MAE WATSON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2001, by FRANK WATSON and OLLIE MAE WATSON, who are personally known to me and who did not take an oath.

George E. Loomis
George E. Loomis
Notary Public, State of Florida
Comm. No: DD58916
Comm. Expires: Sept. 19, 2005.

GEORGE E. LOOMIS
Notary Public-State of FL
Comm. Exp: Sept. 19, 2005
Comm. No: DD 58916

RCD Nov 28, 2001 02:07 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2001-905884

WATSON TO WATSON TRUST

PAGE 3 OF 3

DR BK 4808 PB0706
Escambia County, Florida
INSTRUMENT 2001-905884

The Trustee's, original and successor, powers may be exercised independently, and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of the Trustee's actions.

Every deed, trust deed, mortgage, lease or other instrument executed by a Trustee, original or successor, in relation to said property shall be conclusive evidence in favor of every person or entity relying upon or claiming under any conveyance, lease or other instrument: (a) that at the time of the delivery thereof, said Trust was in full force and effect; (b) that such conveyance or other instrument was executed in accordance the trusts, conditions and limitations contained in said Trust or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made by a successor Trustee or successor Trustees, that such successor Trustee or successors Trustees of said Trust have succeeded and assumed said office or been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor Trustee.

Any contract, obligation or indebtedness incurred or entered into by a Trustee, original or successor, in connection with said property shall be as Trustee of said Trust and not individually, and Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representation, warranties, covenants, undertakings and agreements of a Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against any Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and release and all persons and entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interest of each beneficiary under said Trust and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

PREPARED BY/RETURN TO:
George E. Loomis, Attorney at Law
811 North Spring Street
Pensacola, Florida 32501
Prepared without the benefit of title
examination.

OR BK 4808 PG0705
Escambia County, Florida
INSTRUMENT 2001-905884

DEED DOC STAMPS PD @ ESC CO \$ 0.70
11/28/01 ERNIE LEE WRIGHT, CLERK
By: *[Signature]*

Special Warranty Deed

**State Of Florida
County Of Escambia**

Know All Men By These Presents, that, **FRANK WATSON and OLLIE MAE WATSON**, husband and wife, GRANTORS, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed to **FRANK WATSON and OLLIE MAE WATSON, TRUSTEES**, under the provisions of a Trust Agreement dated the 5th day of November, 2001, known as **THE FRANK & OLLIE MAE WATSON TRUST**, GRANTEE (whose mailing address is 1075 West Lee Street, Pensacola, Florida 32501), and successors and assigns, forever, the following described property, situate, lying and being in Escambia County, Florida:

Parcel I.D. #17-2S-30-1000-007-026

Lots 7, 8, 9, and 10, Block 26, Park Place, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, according to plat recorded in Deed Book 70 at page 258 of the public records of Escambia County, Florida.

Subject to taxes for the current year and to valid easements, reservations, and restrictions of record, if any, which are not hereby reimposed, and free from all other exceptions and any right of homestead. GRANTOR does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever claiming by, through, or under GRANTOR.

The above named Trustees are the original Trustees of the above named trust. No person or corporation dealing with an original Trustee or a successor Trustee shall be required to investigate the Trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

Said Trustees, original or successor, shall have full and complete independent power and authority to sell, assign, contract, mortgage, pledge, encumber, partition, subdivide, lease, option, transfer, and convey said real property and appurtenances thereto or any interest therein, including, but not limited to, the granting of easements or licenses, and, further, to deal with said real property and every part and interest thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same at any time or times hereafter, for such price and upon such terms and conditions, including terms of credit, as the Trustee may determine, without any court order.

WATSON TO WATSON TRUST

PAGE 1 OF 3

PROPERTY INFORMATION REPORT

April 24, 2022

Tax Account #:06-1043-200

**LEGAL DESCRIPTION
EXHIBIT "A"**

**LTS 7 THRU 10 BLK 26 PARK PLACE S/D PLAT DB 70 P 258 OR 3943 P 715 OR 4808 P 705 OR 7334
P 61 OR 7792 P 437**

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 06-1043-200(0722-30)

**ABTRACTOR'S NOTE: THERE APPEARS TO BE A PORTION OF AN ALLEY NOT INCLUDED
IN THE TAX ROLL LEGAL**

(CONTINUED FROM PAGE 3)

**ANTOINETTE RENEE WATSON AKA ANTOINETTE WATSON
AND FRANK WATSON, JR., SUCCESSOR TRUSTEES OF FRANK
& OLLIE MAE WATSON TRUST DATED 11/15/2001**

**1915 N. PACE BLVD
PENSACOLA, FL 32522**

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

Certified and delivered to Escambia County Tax Collector, this 24th day of April, 2022.

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.

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: JULY 5, 2022

TAX ACCOUNT #: 06-1043-200

CERTIFICATE #: 2019-2779

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2021</u> tax year.

**ANTOINETTE RENEE WATSON AKA ANTOINETTE WATSON
AND FRANK WATSON, JR., SUCCESSOR TRUSTEES OF FRANK
& OLLIE MAE WATSON TRUST DATED 11/15/2001
1075 W. LEE STREET
PENSACOLA, FL 32501**

**ANTOINETTE RENEE WATSON AKA ANTOINETTE WATSON
AND FRANK WATSON, JR., SUCCESSOR TRUSTEES OF FRANK
& OLLIE MAE WATSON TRUST DATED 11/15/2001
2003 W. HERNANDEZ ST
PENSACOLA, FL 32501**

**ANTOINETTE RENEE WATSON AKA ANTOINETTE WATSON
AND FRANK WATSON, JR., SUCCESSOR TRUSTEES OF FRANK
& OLLIE MAE WATSON TRUST DATED 11/15/2001
P.O. BOX 17002
PENSACOLA, FL 32522**

(CONTINUED ON PAGE 4)

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

April 24, 2022

Tax Account #: **06-1043-200**

1. The Grantee(s) of the last deed(s) of record is/are: **ANTOINETTE RENEE WATSON AND FRANK WATSON, JR., SUCCESSOR TRUSTEES UNDER THE PROVISIONS OF A TRUST DATED THE 15TH DAY OF NOVEMBER, 2001, KNOWN AS THE FRANK & OLLIE MAE WATSON TRUST**

By Virtue of Warranty Deed recorded 11/28/2001 in OR 4808/705 , together with Death Certificate Recorded 4/24/2015 - OR 7334/61, and Death Certificate recorded 10/16/2017 - OR 7792/437

ABTRACTOR'S NOTE: SEE ATTACHED DECLARATION OF TRUST RECORDED 4/24/2015 IN OR 7334/44

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. **Code Enforcement Lien in favor of Escambia County recorded 5/8/2020 – OR 8293/765**

4. Taxes:

Taxes for the year(s) 2021 are delinquent.

Tax Account #: 06-1043-200

Assessed Value: \$42,149.00

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.



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 #: 06-1043-200 CERTIFICATE #: 2019-2779

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: April 13, 2002 to and including April 13, 2022 Abstractor: Cody Campbell

BY

Michael A. Campbell,
As President
Dated: April 24, 2022

This Trust was on the date thereof was signed and published by the above Settlers and Trustees in our presence and in the presence of each of us, and we, at the same time, at their request, in their presence, and in the presence of each other, have hereunto signed our names and addresses as attesting witnesses.

Dana H. Loomis of Pace, FL
NAME: DANA H. LOOMIS CITY & STATE

Elizabeth Knowles of Riverview, FL
NAME: Elizabeth Knowles CITY & STATE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Personally appeared before me the above-named Settlers, Trustees and witnesses, personally known to me and who duly acknowledged under oath that they executed the preceding instrument as their free act and deed, this 15 day of November, 2001.

GEORGE E. LOOMIS
Notary Public-State of FL
Comm. Exp: Sept. 19, 2005
Comm. No: DD 58916

George E. Loomis
George E. Loomis
Notary Public, State of Florida.
Commission No: DD 58916
Comm. Expires: Sept 15, 2005.

Self Proof of Trust

State of Florida
County of Escambia

I/We, FRANK WATSON and OLLIE MAE WATSON, declare to the officer taking my/our acknowledgment of this instrument, and to the subscribing witnesses, that I/we signed this instrument as my/our Trust.

Frank Watson
FRANK WATSON, Settlor/Trustee

Ollie Mae Watson
OLLIE MAE WATSON, Settlor/Trustee

We, DANA W. LOOMIS, and Elizabeth Knowles, have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlor(s) declared the instrument to be the Settlor(s)'s Trust and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor(s) and of each other.

Dana W. Loomis
Witness

Elizabeth Knowles
Witness

Acknowledged and subscribed before me by the Settlor(s)/Trustee(s), FRANK WATSON and OLLIE MAE WATSON, who is/are personally known to me, and sworn to and subscribed before me by the witnesses:

DANA W. LOOMIS, who is personally known to me, and
Elizabeth Knowles, who is personally known to me, and
subscribed by me in the presence of the Settlor(s)/Trustee(s) and the subscribing witnesses, all on the 15th day of November, 2001.

GEORGE E. LOOMIS
Notary Public-State of FL
Comm. Exp: Sept. 19, 2005
Comm. No: DD 58916

George E. Loomis
George E. Loomis
Notary Public, State of Florida
Comm. No.: DD 58916.
Comm. Exp.: Sept. 19, 2005.

*This instrument was prepared by:
George E. Loomis, Attorney at Law
811 North Spring Street
Pensacola, Florida 32501
(850) 444-9333*

Recorded in Public Records 5/8/2020 4:21 PM OR Book 8293 Page 703,
Instrument #2020037554, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE18083996N
LOCATION: 1924 N PACE BLVD
PR#: 172S301000001026

VS.

WATSON, FRANK TRUSTEE
FOR WATSON FRANK & OLLIE
MAE TRUST
PO BOX 17002
PENSACOLA, FL 32522

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged
violation of the ordinances of the County of Escambia, State of Florida, and the Special
Magistrate having considered the evidence before him in the form of testimony by the
Enforcement Officer and the Respondent or representative, thereof, W/A,
as well as evidence submitted and after consideration of the appropriate sections of
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation
of the following Code of Ordinance(s) has occurred and continues:

Sec. 42-196(a) Nuisance - (A) Nuisance

Sec. 42-196(d) Nuisance - (D) Overgrowth

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

THEREFORE, The Special Magistrate being otherwise fully advised in the
premises; it is hereby **ORDERED** that the **RESPONDENT(S)** shall have until
5/26/2020 to correct the violation and to bring the violation into compliance.

Corrective action shall include:

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. maintain clean conditions to avoid a repeat violation.

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of **\$15.00** per day, commencing **5/27/2020**. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED**, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND OWING OF DESCRIBED VEHICLE(S)**. The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of sec. 162.09, Fla. Stat., and Sec. 30-35 of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines and costs owing hereunder shall

constitute a lien 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 **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 the 5th day of May, 2020.


Robert D. Beasley
Special Magistrate
Office of Environmental Enforcement

