

Sign here

## 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

Part 1: Tax Deed Application Information FIG 20, LLC FIG 20, LLC FBO SEC PTY Applicant Name Apr 16, 2025 Application date Applicant Address PO BOX 12225 NEWARK, NJ 07101-3411 **VANSHILLC Property** 2023 / 3404 Certificate # description 978 VESTAVIA WAY GULF BREEZE, FL 32563 10 CHIEFS WAY 07-4117-350 BEG AT SE COR PARCEL B TWIN OAKS VILLAS PB 06/01/2023 Date certificate issued 8 P 89 S 83 DEG 47 MIN 15 SEC W ALG NLY R/W LI OF ST LOUI (Full legal attached.) Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application Column 5: Total Column 4 Column 2 Column 3 Column 1 Interest (Column 3 + Column 4) **Date of Certificate Sale Face Amount of Certificate** Certificate Number 55.17 1,158.47 1,103.30 # 2023/3404 06/01/2023 1,158.47 →Part 2: Total\* Part 3: Other Certificates Redeemed by Applicant (Other than County) Total Column 2 Column 3 Column 5 Column 4 Column 1 (Column 3 + Column 4 **Date of Other Face Amount of** Interest Tax Collector's Fee Certificate Number + Column 5) Other Certificate Certificate Sale #/ 0.00 Part 3: Total\* Part 4: Tax Collector Certified Amounts (Lines 1-7) 1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant 1,158.47 (\*Total of Parts 2 + 3 above) 0.00 2. Delinquent taxes paid by the applicant 785.99 3. Current taxes paid by the applicant 200.00 4. Property information report fee 175.00 5. Tax deed application fee 0.00 Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2) 6. 2,319.46 Total Paid (Lines 1-6) 7. e and he tak centificates, interest, property information report fee, and tax collector's fees I certify the above it tement is attached. atibn si have been paid Escambia, Florida

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

+6.25

Date April 21st, 2025

t 5: Clerk of Court Certified Amounts (Lines 8-14)	
Processing tax deed fee	
Certified or registered mail charge	
Clerk of Court advertising, notice for newspaper, and electronic auction fees	
Recording fee for certificate of notice	
Sheriff's fees	
Interest (see Clerk of Court Instructions, page 2)	
Total Paid (Lines 8-13)	
Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
nere: Date of sale 09/03/2 Signature, Clerk of Court or Designee	2025
	Certified or registered mail charge  Clerk of Court advertising, notice for newspaper, and electronic auction fees  Recording fee for certificate of notice  Sheriff's fees  Interest (see Clerk of Court Instructions, page 2)  Total Paid (Lines 8-13)  Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.  Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)  Date of sale

#### **INSTRUCTIONS**

#### 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 SE COR PARCEL B TWIN OAKS VILLAS PB 8 P 89 S 83 DEG 47 MIN 15 SEC W ALG NLY R/W LI OF ST LOUIS SAN FRANCISCO RR (100 FT R/W) 304 80/100 FT TO POB CONT S 83 DEG 47 MIN 15 SEC W 126 99/100 FT N 3 DEG 56 MIN 45 SEC E 331 49/100 FT S 86 DEG 3 MIN 15 SEC E 125 FT S 3 DEG 56 MIN 45 SEC W 309 8/100 FT TO POB & ALSO BEG AT SE COR PARCEL B OF SD S/D N 3 DEG 56 MIN 45 SEC E ALG WLY R/W LI OF NEW WARRINGTON RD (200 FT R/W) 280 20/100 FT TO POB CONT N 3 DEG 56 MIN 45 SEC E ALG SD R/W LI 30 FT N 86 DEG 3 MIN 15 SEC W 320 FT S 3 DEG 56 MIN 45 SEC W 55 FT S 86 DEG 3 MIN 15 SEC E 20 FT N 3 DEG 56 MIN 45 SEC E 25 FT S 86 DEG 3 MIN 15 SEC E 300 FT TO POB OR 7746 P 767 CA 183

## **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2500096

To: Tax Collector of	ESCAMBIA COUNTY	. Florida
III IAX GUNEGIOLUI		

FIG 20, LLC FIG 20, LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411,

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 2	Legal Description
07-4117-350	2023/3404	06-01-2023	BEG AT SE COR PARCEL B TWIN OAKS VILLAS PB 8 P 89 S 83 DEG 47 MIN 15 SEC W ALG NLY R/W LI OF ST LOUIS SAN FRANCISCO RR (100 FT R/W) 304 80/100 FT TO POB CONT S 83 DEG 47 MIN 15 SEC W 126 99/100 FT N 3 DEG 56 MIN 45 SEC E 331 49/100 FT S 86 DEG 3 MIN 15 SEC E 125 FT S 3 DEG 56 MIN 45 SEC W 309 8/100 FT TO POB & ALSO BEG AT SE COR PARCEL B OF SD S/D N 3 DEG 56 MIN 45 SEC E ALG WLY R/W LI OF NEW WARRINGTON RD (200 FT R/W) 280 20/100 FT TO POB CONT N 3 DEG 56 MIN 45 SEC E ALG SD R/W LI 30 FT N 86 DEG 3 MIN 15 SEC W 320 FT S 3 DEG 56 MIN 45 SEC W 55 FT S 86 DEG 3 MIN 15 SEC E 20 FT N 3 DEG 56 MIN 45 SEC E 25 FT S 86 DEG 3 MIN 15 SEC E 300 FT TO POB OR 7746 P 767 CA 183

#### 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 FIG 20, LLC FIG 20, LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411 Applicant's signature



# Gary "Bubba" Peters Escambia County Property Appraiser

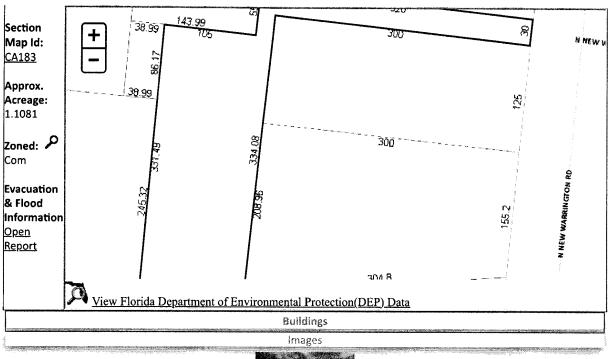
**Real Estate Search** 

**Tangible Property Search** 

Sale List

#### <u>Back</u>

Nav. Mode  Account OParcel ID							Printer Frie	ndly Version
General Informa	tion			Assessi	ments			
Parcel ID:	372S305002000067			Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	074117350		i	2024	\$52,900	\$6,000	\$58,900	\$57,200
Owners:	VANSHI LLC			2023	\$46,000	\$6,000	\$52,000	\$52,000
Mail:	978 VESTAVIA WAY GULF BREEZE, FL 32563		2022	\$65,550	\$6,000	\$71,550	\$71,55	
Situs:	10 CHIEFS WAY 32506					Disclaime	er	
Use Code:	PARKING LOTS 🔑				·			
Taxing Authority:	COUNTY MSTU			Tax Estimator				
Tax Inquiry:	Open Tax Inquiry Window			Change of Address				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector			File for Exemption(s) Online					
					Rep	oort Storm I	<u>Damage</u>	
Sales Data Typ	e List: P			2024 C	ertified Roll	Exemptions		
Sale Date Boo		Multi Parcel	Records	None		and the state of t		**************************************
07/17/2017 774	6 767 \$200,000 WD	N	[a	Legal C	escription			
03/13/2015 731	4 1374 \$1,200,000 WD	Y	٦	BEG AT SE COR PARCEL B TWIN OAKS VILLAS PB 8 P 89 S 83 DEG 47 MIN 15 SEC W ALG NLY R/W LI OF ST LOUIS				
03/04/2013 698	9 165 \$843,200 WD	Υ	C <sub>a</sub>	SAN	م			
03/25/2008 631	4 256 \$100 WD	Υ	D)	11				
09/2004 552	6 1938 \$1,019,700 WD	Υ	Ľ,	Eutra E	ostuvac	· • · · · · · · · · · · · · · · · · · ·	<del></del>	
11/1984 199	1 108 \$28,800 WD	Υ	D <sub>o</sub>	STATE OF THE PROPERTY OF THE P				
رع Official Records Inquiry courtesy of Pam Childers				CHAINLINK FENCE				
	y Clerk of the Circuit Cour		nptroller					
Parcel Informati	on			, <u></u>			Launch Inte	eractive Ma





1/8/2025 12:00:00 AM

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:04/25/2025 (tc.2011)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025034751 5/14/2025 9:29 AM
OFF REC BK: 9316 PG: 1637 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That FIG 20 LLC holder of Tax Certificate No. 03404, issued the 1st day of June, A.D., 2023 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 37, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 074117350 (0925-10)

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

#### **VANSHI 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 Wednesday in the month of September, which is the 3rd day of September 2025.

Dated this 14th day of May 2025.

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.

COUNTY TO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

## LEGAL DESCRIPTION

BEG AT SE COR PARCEL B TWIN OAKS VILLAS PB 8 P 89 S 83 DEG 47 MIN 15 SEC W ALG NLY R/W LI OF ST LOUIS SAN FRANCISCO RR (100 FT R/W) 304 80/100 FT TO POB CONT S 83 DEG 47 MIN 15 SEC W 126 99/100 FT N 3 DEG 56 MIN 45 SEC E 331 49/100 FT S 86 DEG 3 MIN 15 SEC E 125 FT S 3 DEG 56 MIN 45 SEC W 309 8/100 FT TO POB & ALSO BEG AT SE COR PARCEL B OF SD S/D N 3 DEG 56 MIN 45 SEC E ALG WLY R/W LI OF NEW WARRINGTON RD (200 FT R/W) 280 20/100 FT TO POB CONT N 3 DEG 56 MIN 45 SEC E ALG SD R/W LI 30 FT N 86 DEG 3 MIN 15 SEC W 320 FT S 3 DEG 56 MIN 45 SEC W 55 FT S 86 DEG 3 MIN 15 SEC E 20 FT N 3 DEG 56 MIN 45 SEC E 25 FT S 86 DEG 3 MIN 15 SEC E 300 FT TO POB OR 7746 P 767 CA 183

# **PERDIDO TITLE SOLUTIONS**

## Precise · Professional · Proven

#### PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:				
SCOTT LUNSFOR	RD, ESCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT #	#: <u>07-4117-350</u>	CERTIFICATE #:	2023-3	404
REPORT IS LIMIT	NOT TITLE INSURANCE. THE FED TO THE PERSON(S) EXPR REPORT AS THE RECIPIENT(S	ESSLY IDENTIFIED	BY NAME IN TH	E PROPERTY
listing of the owner tax information and	rt prepared in accordance with the r(s) of record of the land described a listing and copies of all open or rded in the Official Record Books on page 2 herein.	d herein together with or unsatisfied leases, mo	current and delinquents	ent ad valorem s and
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.				
	ot insure or guarantee the validity asurance policy, an opinion of title			
Use of the term "Re	eport" herein refers to the Propert	y Information Report a	nd the documents a	attached hereto.
Period Searched:	June 18, 2005 to and includ	ing June 18, 2025	Abstractor:	Andrew Hunt
BY				
Malake				

Michael A. Campbell, As President Dated: June 19, 2025

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

June 19, 2025

Tax Account #: 07-4117-350

1. The Grantee(s) of the last deed(s) of record is/are: VANSHI LLC

By Virtue of Warranty Deed recorded 7/18/2017 in OR 7746/767

- 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. Memorandum of Lease in favor of Wachovia Bank, National Association recorded 5/6/2005 OR 5634/810 Abstractor's Note: We find no termination of said lease, but we do find affidavit regarding said lease in OR 8262/876
- 4. Taxes:

Taxes for the year(s) 2022-2024 are delinquent.

Tax Account #: 07-4117-350 Assessed Value: \$57,200.00

**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 Property Information Report 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 SOLUTIONS

#### 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

CEDTIEICA	TION. DDA	THE PROPERTY	TATEODALATE	ION REPORT	EOD TDA
	THE N. PRI	PHRIV			HIDR IIIA

TAX DE	ED SALE DATE:	SEPT 3, 2025	
TAX AC	CCOUNT #:	07-4117-350	
CERTIFICATE #: 2023-3404			
those per	rsons, firms, and/or a	07.522, Florida Statutes, the following is a list of names and addresses of gencies having legal interest in or claim against the above-described ed tax sale certificate is being submitted as proper notification of tax deed	
	Notify Escambia	ensacola, P.O. Box 12910, 32521 a County, 190 Governmental Center, 32502 2024 tax year.	
VANSH	LLC	KERRY ANNE SHULTZ	

VANSHI LLC 978 VESTAVIA WAY GULF BREEZE, FL 32563 KERRY ANNE SHULTZ VANSHI LLC 2777 GULF BREEZE PKWY GULF BREEZE, FL 32563

WACHOVIA BANK, NA WACHOVIA CORPORATE REAL ESTATE ATTN: LEASE ADMIN (PID #087051) 201 N TYRYON ST 21ST FLOOR, NC 0114 CHARLOTTE, NC 28288-0114

Certified and delivered to Escambia County Tax Collector, this 19th day of June 2025.

PERDIDO TITLE SOLUTIONS, A DIVISION OF PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As Its President

Malphel

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

#### PROPERTY INFORMATION REPORT

June 19, 2025 Tax Account #:07-4117-350

#### LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SE COR PARCEL B TWIN OAKS VILLAS PB 8 P 89 S 83 DEG 47 MIN 15 SEC W ALG NLY R/W LI OF ST LOUIS SAN FRANCISCO RR (100 FT R/W) 304 80/100 FT TO POB CONT S 83 DEG 47 MIN 15 SEC W 126 99/100 FT N 3 DEG 56 MIN 45 SEC E 331 49/100 FT S 86 DEG 3 MIN 15 SEC E 125 FT S 3 DEG 56 MIN 45 SEC W 309 8/100 FT TO POB & ALSO BEG AT SE COR PARCEL B OF SD S/D N 3 DEG 56 MIN 45 SEC E ALG WLY R/W LI OF NEW WARRINGTON RD (200 FT R/W) 280 20/100 FT TO POB CONT N 3 DEG 56 MIN 45 SEC E ALG SD R/W LI 30 FT N 86 DEG 3 MIN 15 SEC W 320 FT S 3 DEG 56 MIN 45 SEC W 55 FT S 86 DEG 3 MIN 15 SEC E 20 FT N 3 DEG 56 MIN 45 SEC E 25 FT S 86 DEG 3 MIN 15 SEC E 300 FT TO POB OR 7746 P 767 CA 183

**SECTION 37, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 07-4117-350(0925-10)

Recorded in Public Records 7/18/2017 3:28 PM OR Book 7746 Page 767, Instrument #2017054837, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$1,400.00

Prepared by and return to:
Kerry Anne Schultz
Attorncy at Law
Fountain, Schultz & Associates, P.L.
2045 Fountain Professional Ct Suite A
Navarre, FL 32566
850-939-3535
File Number: 17-00414.RC

[Space Above This Line For Recording Data]\_

### **Warranty Deed**

This Warranty Deed made this 17th day of July, 2017 between 21 New Warrington Road, LLC, a Florida Limited Liability Company whose post office address is 3838 North Palafox, Pensacola, FL 32505, grantor, and Vanshi, L.L.C., a Florida Limited Liability Company whose post office address is 978 Vestavia Way, Gulf Breeze, FL 32563, grantee:

(Whenever used herein the terms "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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

PARCEL I:COMMENCE AT THE SOUTHEAST CORNER OF PARCEL B, TWIN OAKS VILLAS, A SUBDIVISION OF A PORTION OF SECTION 37, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8, PAGE 89, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83 DEGREES 47 MINUTES 15 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE ST. LOUIS AND SAN FRANCISCO RAILROAD (100 FEET RIGHT OF WAY) FOR A DISTANCE OF 304.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83 DEGREES 47 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 126.99 FEET; THENCE NORTH 03 DEGREES 56 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 331.49 FEET; THENCE SOUTH 86 DEGREES 03 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 125.00 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 309.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN INGRESS/EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:

#### PARCEL II:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL B TWIN OAKS VILLAS, A SUBDIVISION OF A PORTION OF SECTION 37, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8, PAGE 89, OF THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA; THENCE NORTH 03°56'45" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF NEW WARRINGTON ROAD (200 FOOT RIGHT OF WAY) FOR A DISTANCE OF 280.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°56'45" EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 30.00 FEET; THENCE NORTH 86°03'15" WEST FOR A DISTANCE OF 320.00 FEET; THENCE SOUTH 03°56'45" WEST FOR A DISTANCE OF 55.00 FEET; THENCE SOUTH 86°03'15" EAST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 03°56'45" EAST FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 03°56'45" EAST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 03°56'45" EAST FOR A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 372S305002000067

DoubleTime<sup>®</sup>

BK: 7746 PG: 768 Last Page

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

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 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; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Witness Name: Le regy lance Sille lbs

Signed, sealed and delivered in our presence:

By: Cliff Mowe Manager

State of flyida
County of far far flyin

The foregoing instrument was acknowledged before me this 17th day of July, 2017 by Cliff Mowe of 21 New Warrington Road, LLC, on behalf of the limited liability company. He/she [\_] is personally known to me or [X] has produced a driver's

license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:



Warranty Deed - Page 2

DoubleTime<sup>®</sup>

Recorded in Public Records 05/06/2005 at 03:02 PM OR Book 5634 Page 810, Instrument #2005369727, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$129.00



81116x

CC/LY

RETURN TO: First American Title Ins. Co. 25400 US 19 N, Suite 135 Clearwater, FL 33763

#### Prepared by:

Barry C. Ross, Esq. Bryan Cave LLP 1290 Avenue of the Americas New York, New York 10104

#### **MEMORANDUM OF LEASE**

Landlord:

FIRST STATES INVESTORS 3300, LLC c/o American Financial Realty Trust 680 Old York Road, Suite 200 Jenkintown, Pennsylvania 19046

Attention: Operations

Tenant:

WACHOVIA BANK, NATIONAL ASSOCIATION

Wachovia Corporate Real Estate 201 N. Tryon St., 21<sup>st</sup> Fl, NC0114 Charlotte, NC 28288-0114 Attn: Lease Admin. (PID #081051)

#### WITNESSETH:

The parties hereto hereby state the following for purposes of recording:

The parties hereto have entered into a lease (the "<u>Lease</u>"), dated as of September <u>22</u>.2004, which provides, <u>inter alia</u>:

Property:

The real property affected by the Lease consists, collectively, of (i) the parcel(s) of land identified on <a href="Exhibit">Exhibit</a> A hereto (the "Land"); and (ii) all improvements now or hereafter located on the Land, including, without limitation, the building or building complex (the "Building") located

1

New Warrington Road 21 New Warrington Rd C048228/0174219/1178029.2 Wachovia BBD: 3331 PID: 081051

15, P.F.

upon the Land, which is known by the street address of 21 New Warrington Road, Pensacola, Florida.

#### **Leased Premises:**

The premises originally demised by the Lease (the "Leased Premises") are and consist of the areas of the Property identified on Exhibit B hereto as being demised and leased to Tenant hereunder, including the areas of the Building so identified and, if applicable, any Drive-Through Banking Facilities so identified on Exhibit B hereto. Tenant has certain rights to expand the Leased Premises as set forth in the Lease (including, without limitation in Section 1.7 and Article X of the Lease). Subject to, upon and in accordance with, the terms of Article XI of the Lease, the Tenant originally named in the Lease (i.e. Wachovia Bank, National Association) and certain of its affiliated successors has certain rights to terminate the Lease with respect to all or any portions of the Leased Premises (even after such originally named Tenant, or such successor is no longer the Tenant under the Lease).

#### Term:

The term of the Lease shall commence on the date hereof (the "<u>Commencement Date</u>") and expire on the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs, subject to sooner cancellation or termination in accordance with the express terms of the Lease, and to Tenant's renewal options described in Section 1.4 of the Lease.

#### Renewal Options:

Subject to, upon and in accordance with, the terms of the Lease, Tenant has six (6) successive five (5) year renewal options. Tenant shall exercise each renewal option, if at all, by notice delivered not later than twelve (12) months prior to the then current expiration of the Term, however Tenant's right to exercise any renewal option shall not lapse unless Tenant shall fail to exercise same within ten (10) business days following Landlord's delivery of a notice to Tenant that Tenant's notice exercising such renewal option has not been delivered to Landlord.

#### Miscellaneous:

 In addition to the Leased Premises, the Lease demises certain other portions of the Building identified on <u>Exhibit B-1</u> hereto (the "<u>Release Premises</u>") upon essentially the same terms and

New Warrington Road 21 New Warrington Rd C048228/0174219/1178029.2

conditions applicable to the Leased Premises, except as provided in Section 1.7 of the Lease. The term of the Lease with respect to the Release Premises will not exceed approximately two (2) years, which term shall commence on the Commencement Date and expire, at the latest, on the last day of the month in which the second (2nd) anniversary of the Commencement Date occurs. No Annual Basic Rent is payable with respect to the Release Premises, but upon the expiration of such two (2) year period, the Release Premises may, at Tenant's election, be added to the Leased Premises as expressly provided in Section 1.7 of the Lease.

- 2. Tenant has certain signage rights outside of the Leased Premises (including, without limitation, rights with respect to the Building Identification Signage (as such term is defined in the Lease)) as set forth in <u>Section 3.3</u> and <u>Section 3.4</u> of the Lease.
- 3. Section 3.4 of the Lease sets forth certain restrictions on the Landlord's right to erect, install or maintain, or permit any person (other than Tenant) to erect, install or maintain, any Building Signage (as defined in the Lease, but which includes all signage outside of the interior of the Building, lobby signage and monument signs) that is not Tenant's Building Signage (as defined in the Lease).
- 4. Section 3.4(c) -(d) of the Lease sets forth certain restrictions on the use of portions of the Property outside of the Premises as a "retail financial services operation" (as such term is defined in the Lease) including, without limitation, the right to place automatic teller machines in the Building or otherwise on the Property.
- 5. Tenant has certain rights to maintain and install equipment on the roof of the Building and/or in other portion(s) of the Property outside of the Leased Premises as set forth in <u>Section 3.5</u> of the Lease.

New Warrington Road 21 New Warrington Rd C048228/0174219/1178029.2 Wachovia BBD: 3331 PID: 081051

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- 6. Tenant has certain rights to manage the Property or aspects thereof as set forth in <u>Section 3.6</u> of the Lease.
- 7. <u>Section 4.8(a)</u> of the Lease sets forth certain restrictions with respect to the Landlord's ability to further develop the Property.
- 8. Landlord has agreed that the no part of the Property shall be used for any of the Prohibited Uses, as such term is defined in <u>Section 4.8(b)</u> of the Lease.
- 9. Subject to, upon and in accordance with, <u>Article IX</u> of the Lease, Tenant has a right of first offer with respect to Landlord's Estate (as such term is defined in the Lease).
- 10. Tenant has certain remedies upon the occurrence of a Landlord Event of Default (as such term is defined in the Lease), which remedies include the self-help rights provided in Section 13.1(b) of the Lease and the offset rights provided in Section 13.2 of the Lease.

#### Mechanics Liens

Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Leased Premises or the Property shall be subject to any lien for improvements made by Tenant in or for the Leased Premises, and that Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of the Lease. All mechanics, materialmen and other lienors are hereby notified that pursuant to Florida Statutes §713.10, the interest of Landlord in the Leased Premises or the Property shall not be subject to liens for improvements made by Tenant.

#### Master Agreement.

Simultaneous with the execution of the Lease, Landlord and Tenant have entered into that certain Master Agreement Regarding Leases (the "Master Agreement"), which Master Agreement affects, among other properties, the Property. Certain provisions of the Master Agreement are incorporated into the Lease.

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This Memorandum is solely for recording purposes and shall not, and shall not be construed to, alter, modify, expand, limit, amend or supplement the Lease or the rights and obligations thereunder in any respect. In all instances reference to the Lease should be made for a full description of the rights and obligations of the parties. The recordation of this Memorandum is in lieu of, and with like effect as, the recordation of the Lease. All initially capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.

[signatures follow]

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LANDLORD:

BK: 5634 PG: 815

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Memorandum by their respective duly authorized representatives as of the  $22^{\Lambda}$  day of September, 2004.

Signed, Sealed and Delivered in the Presence of:

Witness:

Witnes

[acknowledgements follow]

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New Warrington Road 21 New Warrington Rd C048228/0174219/1178029.2

STATE OF NEW YORK )	
)	SS.:
COUNTY OF NEW YORK )	
SONYA A. HUFFMAN, Vice	t was acknowledged before me this 22nd day of September, 2004, by President of FIRST STATES INVESTORS 3300, LLC, a Delaware alf of the company. He/she is personally known to me or has produced ion.  Elizabeth G. Philips  Print Name: Elizabeth G. Philips  Notary Public
	Commission No.: 01 PH GOI 6107
	Commission Expires: 8/2/05
STATE OF NEW YORK )	ELIZABETH G. PHILLIPS Notary Public, State of New York No. 01PH5016107
COUNTY OF NEW YORK )	ss.: Qualified in Westchester County Commission Expires August 2, 2005
The foregoing instrument	was acknowledged before me this 22hd day of September, 2004, by a president of Wachovia Bank, National Association, a national the association. He/she is personally known to me or has produced ion
	Print Name: Elizabeth G. Phillips

Commission No.: 01PH5014107

7 ELIZABETH G. PHILLIPS Notary Public, State of New York No. 01 PH5016107 Qualified in Westchester County Commission Expires August 2, 2005

Commission Expires: 8/2/05

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#### Exhibit "A" Legal Description

#### Parcel I:

Commence at the Southeast corner of Parcel B, Twin Oaks Villas, a subdivision of a portion of Section 37, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 8, Page 89, of the Public Records of said County; thence South 83deg.47'15" West along the Northerly right of way line of the St. Louis and San Francisco Railroad (100 feet right of way) for a distance of 304.80 feet to the Point of Beginning; thence continue South 83deg.47'15" West for a distance of 126.99 feet; thence North 03deg.56'45" East for a distance of 331.49 feet; thence South 86deg.03'15" East for a distance of 125.00 feet; thence South 03deg.56'45" West for a distance of 309.08 feet to the Point of Beginning.

#### Parcel II:

Commencing at the Southeast corner of Parcel B Twin Oaks Villas, a subdivision of a portion of Section 37, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 8, Page 89, of the Public Records of said County, Florida; thence North 03deg.56'45" East along the Westerly right of way line of New Warrington Road (200 foot right of way) for a distance of 280.20 feet to the Point of Beginning; thence continue North 03deg.56'45" East along said right of way line for a distance of 30.00 feet; thence North 86deg.03'15" West for a distance of 320.00 feet; thence South 03deg.56'45" West for a distance of 55.00 feet; thence South 86deg.03'15" East for a distance of 300.00 feet to the Point of Beginning.

#### Parcel III:

Commencing at the Southeast corner of Twin Oaks Villas as recorded in Plat Book 8, Page 89, of the Public Records of Escambia County, Florida; thence North 03deg.56'45" East for 360.20 feet along the Westerly right of way of New Warrington Road for the Point of Beginning; thence continue North 03deg.56'45" East for 169.93 feet along said right of way; thence Westerly along the arc of a curve concave to the North of radius 77.55 feet for an arc distance of 61.06 feet, said arc and the next four courses being the Southern right of way line of Twin Oaks Drive; thence North 40deg.56'24" West for 30.01 feet; thence Westerly along the arc of a curve concave to the South of radius 132.54 feet for an arc distance of 60.38 feet; thence North 87deg.03' West, for 45.35 feet; thence Westerly along the arc of a curve concave to the South of radius 407.35 feet for an arc distance of 130.41 feet; thence South 03deg.56'45" West for 222.08 feet; thence South 86deg.03'15" East for 300.00 feet to the Point of Beginning.

#### Parcel IV:

Commencing at the Southeast corner of Twin Oaks Villas as recorded in Plat Book 8, Page 89, of the Public Records of Escambia County, Florida; thence North 03deg.56'45" East for 610.20 feet along the Westerly right of way line of New Warrington Road for the Point of Beginning; thence North 86deg.03'15" West for 41.40 feet to the North right of way line of the Southern fork of the entrance to Twin Oaks Drive; thence South 40deg.56'24" East along said right of way line for 31.01 feet; thence Easterly along the arc of a curve concave to the North of radius 27.55 feet for an arc length of 21.69 feet; said arc being the same Twin Oaks Drive right of way line, to the West right of way line of New Warrington Road; thence North 03deg.56'45" East along the West right of way line of New Warrington Road for 30.07 feet to the Point of Beginning.

#### 1-MI/531385.2

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#### Parcel V:

That portion of Parcel B, Twin Oaks Villas, according to the Plat recorded in Plat Book 8, Page 89, of the Public Records of Escambia County, Florida, described as follows:

Commence at the Southeast corner of Twin Oaks Villas; thence North 03deg.56'45" East along the Westerly right of way line of New Warrington Road for 310.20 feet for the Point of Beginning; thence continue the same course for 50.00 feet; thence North 86deg.03'15" West for 300.00 feet; thence South 03deg.56'45" West for 50.00 feet; thence South 86deg.03'15" East for 300.00 feet to the Point of Beginning. All lying and being in Section 37, Township 2 South, Range 30 West.

1-MI/531385.2

5/20/25, 9:05 AM

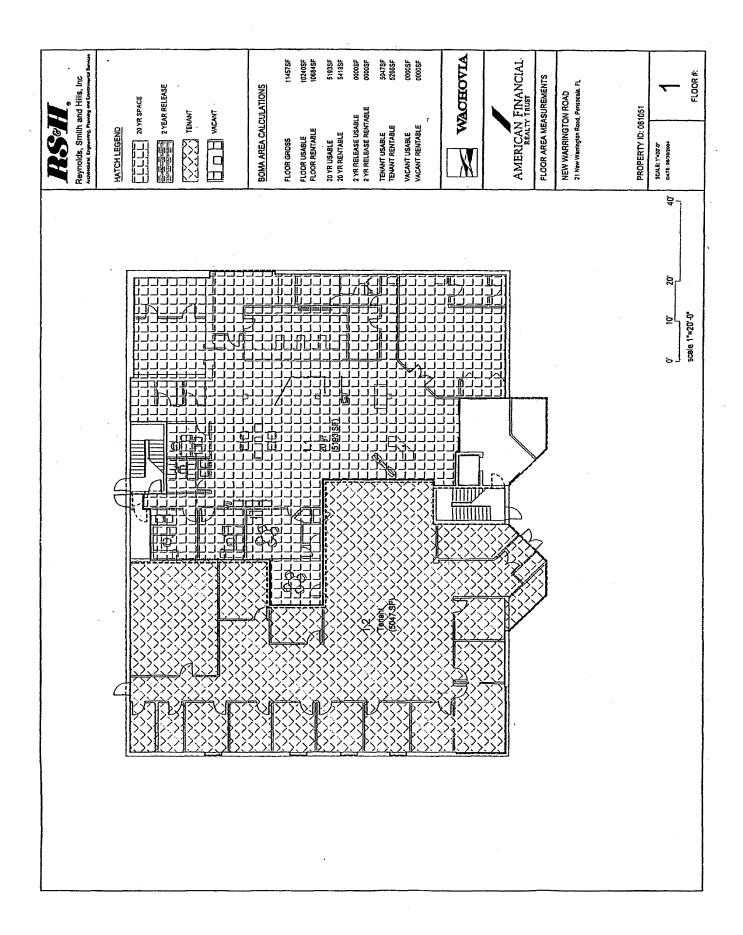
BK: 5634 PG: 819

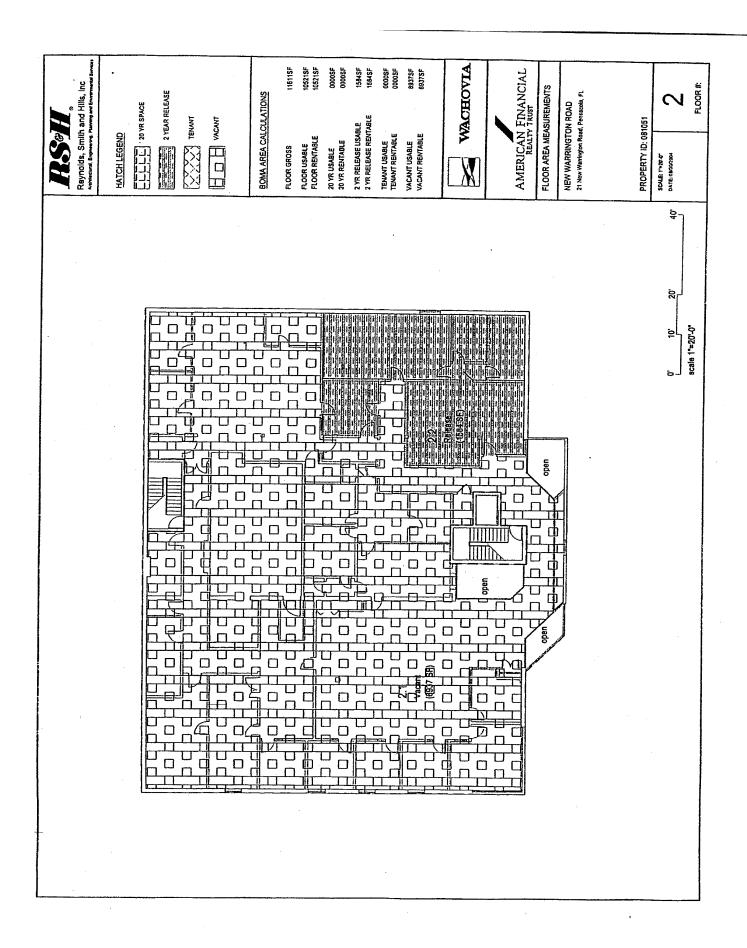
Exhibit B

Floor Plans of the Leased Premises

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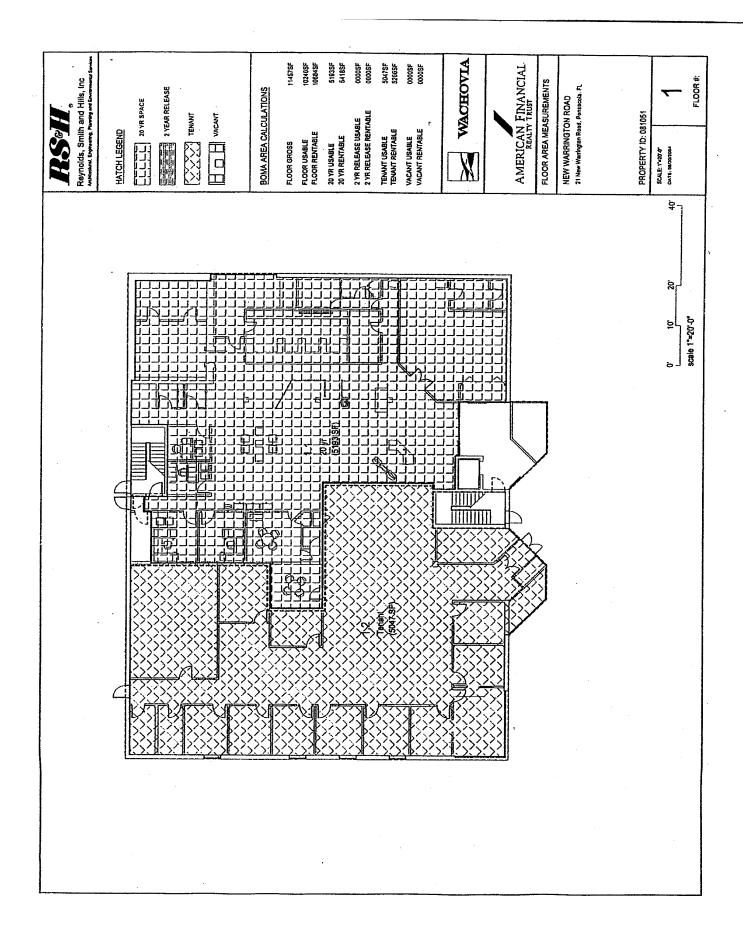


5/20/25, 9:05 AM

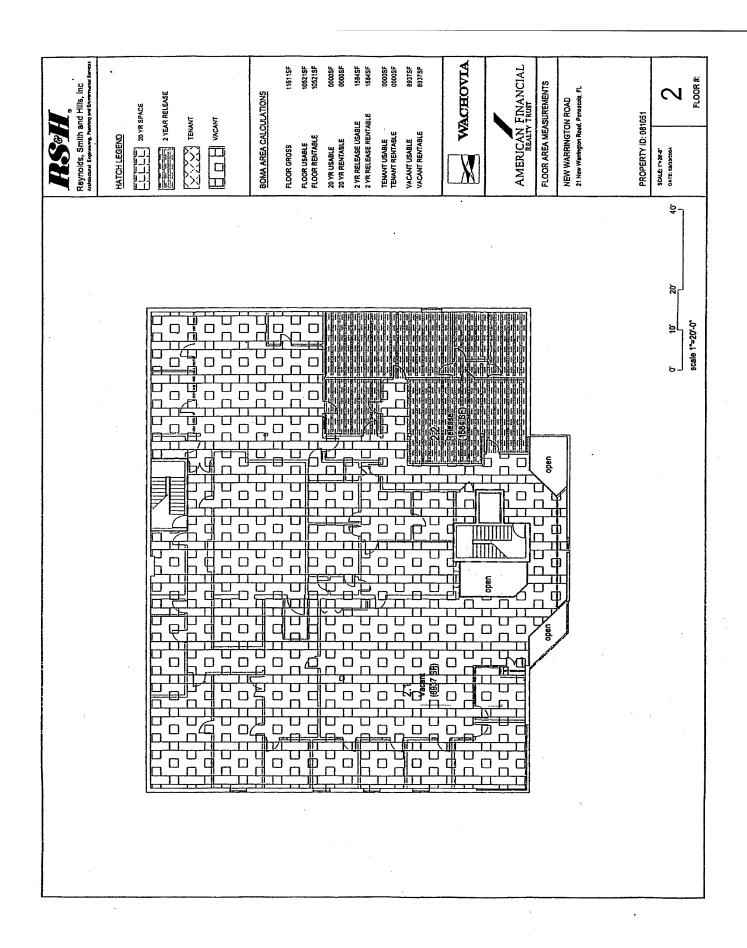
BK: 5634 PG: 822

Exhibit B-1

Floor Plans of the Release Premises



BK: 5634 PG: 824 Last Page



Recorded in Public Records 3/12/2020 2:33 PM OR Book 8262 Page 876, Instrument #2020021992, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

Fountain, Schultz & Bridgford, PLLC Kerry Anne Schultz, Esquire 2045 Fountain Professional Ct., Suite A

Prepared by:

Navarre, Florida 32566

When recorded return to:
Kerry Anne Schultz, Esquire
2045 Fountain Professional Ct., Suite A

Navarre, Florida 32566

(Space above this line reserved for recording office use only)

#### **AFFIDAVIT**

STATE OF FLORIDA ) ESCAMBIA COUNTY )

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared CLIFF MOWE, as Manager of 21 NEW WARRINGTON ROAD, LLC., a Florida limited liability company ("Affiant"), who deposes and says under penalties of perjury that:

1. This Affidavit is made with regard to the following described property:

#### Parcel 1

Commencing at the Southeast corner of Twin Oaks Villas as recorded in Plat Book 8, Page 89, of the Public Records of Escambia County, Florida; thence North 03 degrees 56 minutes 45 seconds East for 360.20 feet along the Westerly right of way of New Warrington Road for the Point of Beginning; thence continue North 03 degrees 56 minutes 45 seconds East for 169.93 feet along said right of way; thence Westerly along the arc of a curve concave to the North of radius 77.55 feet for an arc distance of 61.06 feet, said arc and the next four courses being the Southern right of way line of Twin Oaks Drive; thence North 40 degrees 56 minutes 24 seconds West for 30.01 feet; thence Westerly along the arc of a curve concave to the South of radius 132.54 feet for an arc distance of 60.38 feet; thence North 87 degrees 03 minutes West, for 45.35 feet; thence Westerly along the arc of a curve concave to the South of radius 407.35 feet for an arc distance of 130.41 feet; thence South 03 degrees 56 minutes 45 seconds West for 222.08 feet; thence South 86 degrees 03 minutes 15 seconds East for 300.00 feet to the Point of Beginning.

That portion of Parcel B, Twin Oaks Villas, according to the plat recorded in Plat Book 8. Page 89, of the Public Records of Escambia County, Florida, described as follows:

Commence at the Southeast corner of Twin Oaks Villas; thence North 03 degrees 56 minutes 45 seconds East along the Westerly right of way line of New Warrington Road for 310.20 feet for the Point of Beginning; thence continue the same course for 50.00 feet; thence North 86 degrees 03 minutes 15 seconds West for 300.00 feet; thence South 03 degrees 56 minutes 45 seconds West for 50.00 feet; thence South 86 degrees 03 minutes 15 seconds East for 300.00 feet to the Point of Beginning. All lying and being in Section 37, Township 2 South, Range 30 West. ("Property").

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- 2. Affiant is the Manager of 21 New Warrington Road, LLC.
- 3. Affiant is aware that a Memorandum of Lease from First States Investors 3300, LLC to Wachovia Bank, National Association was recorded on May 6, 2005, under O.R. Book 5634, Page 810, Public Records of Escambia County, Florida.
- 4. I have personal knowledge that Wachovia Bank, National Association vacated the Property several years prior to 21 New Warrington Road, LLC purchasing the Property.
- 5. 21 New Warrington Road, LLC has owned the Property since March 6, 2015. I am aware that Wachovia Bank, National Association has neither had possession of the Property, nor provided a claim of possession to the Property since March 6, 2015.
- 6. This Affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Fountain, Schultz & Bridgford, P.L.L.C. and Old Republic National Title Insurance **Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Fountain, Schultz & Bridgford, P.L.L.C. and Old Republic National Title Insurance Company harmless and fully indemnifies same (including but not limited to attorney's fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

DONE this \_\_\_\_\_day of March, 2020. CLIPFMOME, Affiant STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_//\_ day of March, 2020, by James A. Young, Jr., who in my physical presence, and who is personally known to me or has produced as identification.

> Notary Public of Florida State

KERRY ANNE SCHULTZ Notary Public - State of Florida Commission # GG 251595 My Comm. Expires Dec 16, 2022 Bonded through National Notary Assn