

Prepared by and Return to:

Jesse E. Graham, Jr., Esq.
Burr & Forman LLP
369 N. New York Avenue
Winter Park, Florida 32789
File No.

**ASSIGNMENT OF INTEREST IN PRIVATE STORAGE
LOCKER**

THIS ASSIGNMENT OF INTEREST IN PRIVATE STORAGE LOCKER ("Assignment") is made this 03 day of September, 2010, by **PANAMA CITY BEACH CONDOS, Limited Partnership**, ("Assignor"), whose address is 6910 East County Road 30A, Panama City, Florida 32413 to **UNIT NO. 2512, TIDEWATER BEACH II, A CONDOMINIUM**, according to the Amended and Restated Declaration of Condominium thereof as recorded in Official Records Book 2973, Page 1731, and any amendments thereto, of the Public Records of **Bay County, Florida** (the "Unit"), which Unit is owned at the time of this Assignment by **EDWARD J. WEBB, Trustee, or his successors in trust, under the Webb Living Trust, dated March 22, 2001 and any amendments thereto**, ("Owner"), whose address is 331 Willow Crest Lane, Hoover, AL 35244.

RECITALS:

WHEREAS, Assignor is the Developer of TIDEWATER BEACH II, A CONDOMINIUM, located in **Bay County, Florida**, according to the Amended and Restated Declaration of Condominium thereof as recorded in Official Records Book 2973, Page 1731, and any amendments thereto, of the Public Records of **Bay County, Florida** (the "Declaration"); and

WHEREAS, Developer has developed a 303-unit condominium located in one building. As part of the condominium, there are Private Storage Lockers (the "Private Storage Lockers") as described in Section 4.C.(4) of the Declaration. A diagram of the Private Storage Lockers is included as **Exhibit "E"** to the Declaration. The Private Storage Lockers are designated as Limited Common Elements under, and governed by, the Declaration; and

WHEREAS, Pursuant to Section 4.C.(4) of the Declaration, Assignor can assign the Private Storage Lockers to individual units within TIDEWATER BEACH II; and

WHEREAS, Assignor has agreed to assign to the Unit for the benefit of Owner and its successors all of Assignor's rights to a certain Private Storage Locker described below.

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Assignment.

2. Assignment of Private Storage Locker. Assignor hereby grants, bar gains, sells, assigns, and transfers to the Unit all of Assignor's right, title, and interest in and to:

Private Storage Locker No(s). **25S7** as shown on Exhibit "E" to the Amended and Restated Declaration of Condominium of TIDEWATER BEACH II, A CONDOMINIUM, as recorded in Official Records Book 2973, Page 1731, and any amendments thereto, of the Public Records of **Bay** County, Florida (the "Private Storage Locker"), which Private Storage Locker is a Limited Common Element of TIDEWATER BEACH II, A CONDOMINIUM.

Assignor is conveying all its right, title and interest to the above-described Private Storage Locker, which includes an exclusive right to use the Private Storage Locker.

3. Rules and Regulations of TIDEWATER BEACH RESORT COMMUNITY ASSOCIATION, INC. The use of the Private Storage Locker is subject to any rules and regulations promulgated by TIDEWATER BEACH RESORT COMMUNITY ASSOCIATION, INC. (the "Association"), and all terms and provisions set forth in the Declaration. Owner agrees to comply with all rules and regulations governing the Private Storage Locker.

4. Further Assignment by Owner. In accordance with Section 4.C.(4) of the Declaration, Owner may not assign the Private Storage Locker. The Private Storage Locker is an appurtenance to the Unit, and as such will transfer automatically with any subsequent conveyance of the Unit by Owner. Barring a subsequent amendment to the Declaration allowing same, the ownership of the Private Storage Locker may not be partitioned from the Unit or the ownership thereof.

5. Exceptions. This Assignment is made subject to and Owner shall be bound by the terms, conditions and regulations contained in the Declaration.

6. Use of Private Storage Locker. Owner agrees that only reasonable and customary use will be made of the Private Storage Locker covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted in the Private Storage Locker or adjacent facilities or premises. Owner will dispose of all rubbish and garbage in appropriate containers. Owner shall be responsible for the conduct and actions of his or her guests.

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7. Damages and Insurance. Assignor and the Association will not be responsible for any injuries and property damages caused by or arising out of the use of the Private Storage Locker. The use of all of the Private Storage Locker is entirely at the risk of Owner, as to theft, fire, vandalism and other Acts of God. Assignor and the Association do not maintain insurance covering the personal property of Owner. It is the responsibility of Owner to adequately insure its property.

8. No Liability for Damages. Assignor and Association, their employees or agents shall not be responsible for any injuries, including death, or property damage resulting from, caused by, or arising out of the use of the Private Storage Locker. Owner releases and discharges Assignor and the Association from any and all liability from loss, injury or damages to persons or property sustained while in or on the Private Storage Locker.

9. Miscellaneous.

A. Applicable Law. This Assignment shall be construed under the laws of the State of Florida.

B. Binding Effect Upon Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate.

C. Severability. If any term of this Assignment shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Assignment shall in no way be affected thereby.

D. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.

E. Attorneys' Fees. If it becomes necessary for either party herein, their successors or assigns, or the Association, to seek legal means to enforce the terms of this Assignment, the nonprevailing party will be liable for all reasonable attorneys' fees, collection costs, travel expenses, deposition costs, expert witness expenses and fees, and any other cost of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action plus court costs in all proceedings, trials and appeals.

F. Waiver. No waiver of any breach of this Assignment shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Assignment shall be taken and construed as cumulative, this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Assignment, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect

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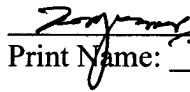
the validity of this Assignment or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

G. Entire Agreement. This Assignment contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

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



Print Name: LORI LAUNDERVILLE


Print Name: REVI T. NEDRAJANEN

ASSIGNOR:

PANAMA CITY BEACH CONDOS, LIMITED PARTNERSHIP, a Florida limited partnership

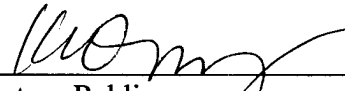
By: Tidewater Beach Development, L.L.C., a Florida limited liability company, as its sole General Partner

By: 
Jeffrey M. Granger
As its: Authorized Agent

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of October, 2010, by Jeffrey M. Granger, as the Authorized Agent of Tidewater Beach Development, L.L.C., a Florida limited liability company, as the sole General Partner of PANAMA CITY BEACH CONDOS, LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the partnership. He/She is personally known to me or has produced a valid driver's license as identification

Notary Seal:


Notary Public
Notary Printed Name:
My Commission Expires:



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

[Signature]
Print Name: Cathy Corder

[Signature]
Print Name: Misty Egan
OWNER:

[Signature]
Edward J. Webb, Trustee of the Webb Living Trust dated 3/22/01

STATE OF ALABAMA
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2010, by Edward J. Webb, Trustee of the Webb Living Trust dated 3/22/01. He is personally known to me or X has produced a valid driver's license as identification

Notary Seal:

[Signature]
Notary Public
Notary Printed Name:
My Commission Expires:

