



Electronically Certified Court Record

This is to certify that this is a true and correct copy of the original document, which may have redactions as required by law.

DOCUMENT INFORMATION

Agency Name:	Clerk of the Circuit Court & Comptroller, Palm Beach County
Clerk of the Circuit Court:	The Honorable Joseph Abruzzo
Date Issued:	6/16/2025 8:16:28 AM
Unique Reference Number:	CAA-FBH-BCAJJ-CAJGAEJIH-BCAIDHJ-B
Case Number:	502023CA016405XXXAMB
Case Docket:	COMPLAINT
Requesting Party Code:	517

CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Joseph Abruzzo, Clerk of the Circuit Court & Comptroller, Palm Beach County, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Clerk of the Circuit Court & Comptroller, Palm Beach County. The document may have redactions as required by law.

HOW TO VERIFY THIS DOCUMENT

This electronically certified document contains a unique electronic reference number for identification printed on each page. This document is delivered in PDF format and contains a digital signature identifying the certifier and tamper-evident seal validating this document as a true and accurate copy of the original recorded. To view the tamper-evident seal and verify the certifier's digital signature, open this document with Adobe Reader software. Instructions for verifying this instrument are available [for customers in the USA and Canada](#) and [for customers in other countries](#).

****The web address shown above contains an embedded link to the verification page for this particular document.**



IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

ALPINE HAVERHILL HOLDINGS, L.C.,
a Utah limited liability company

Plaintiff,

v.

GATOR STATE STORAGE HAVERHILL LLC,
a Florida limited liability company;
GATOR STATE STORAGE BOYNTON BEACH LLC,
a Florida limited liability company;
GATOR STATE STORAGE LAKE WORTH LLC,
a Florida limited liability company; and
DAVID HEIL, an individual

Defendants.

COMPLAINT

Plaintiff, Alpine Haverhill Holdings, L.C., by and through its undersigned counsel, hereby
sues Defendants Gator State Storage Haverhill LLC, a Florida limited liability company, Gator
State Storage Boynton Beach LLC, a Florida limited liability company, Gator State Storage Lake
Worth LLC, a Florida limited liability company, and David Heil, an individual, and states as
follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Alpine Haverhill Holdings, L.C., (hereafter, "Plaintiff") is a Utah limited liability company.
2. Defendant Gator State Storage Haverhill LLC is a Florida limited liability company ("Gator Storage Haverhill") and the maker of the Promissory Note described below.

3. Defendant Gator State Storage Boynton Beach LLC is a Florida limited liability company (“Gator Storage Boynton”) and the maker of the Promissory Note described below.

4. Defendant Gator State Storage Lake Worth LLC is a Florida limited liability company (“Gator Storage Lake Worth”) and the maker of the Promissory Note described below.

5. Defendant David Heil, an individual (“Heil”), is the manager of the foregoing entities and maker of the Promissory Note described below (Gator Storage Haverhill, Gator Storage Boynton, Gator Storage Lake Worth, and Heil are collectively referred to herein as “Defendants”).

6. This Court has personal jurisdiction over Defendants.

7. This Court has subject matter jurisdiction over this matter because the amount in controversy exceeds \$50,000.00.

8. Venue is proper in this Court because this action involves a contract to be performed in this County, and the parties agreed to such venue in the Promissory Note described below.

FACTUAL BACKGROUND

9. On or about August 24, 2022, Defendants purchased from Plaintiff certain properties located at 900 Barnett Drive A, Lake Worth, Florida 33461, 900 Barnett Drive, Lake Worth, Florida 33461, 500 N. Haverhill Road 1, Haverhill, Florida 33415, and 860 W. Industrial Ave, Boynton Beach, Florida 33426 (collectively, the “Property Transaction”)

10. In connection with the Property Transaction, Defendants requested, and Plaintiff agreed to make a loan to Defendants in the principal amount of One Million Dollars (\$1,000,000) (the “Loan”) to be used toward the purchase of the property acquired in the Property Transaction.

11. As evidence of the Loan, Defendants and Plaintiff entered into a promissory note dated August 24, 2022, attached hereto as Exhibit A (“Promissory Note”), in the principal amount of One Million Dollars (\$1,000,000).

12. The terms of the Promissory Note required Plaintiff to make interest-only payments until November 24, 2023 (“Maturity Date”), at which time all outstanding principal and accrued and unpaid interest on the Promissory Note, plus all fees, costs, and expenses then due under the Promissory Note were fully due and payable.

13. Prior to the Maturity Date, Plaintiff made monthly interest-only payments of \$2,916.67 for a period of fifteen (15) months, pursuant to the terms of the Promissory Note.

14. Defendants failed to repay the principal and interest due under the Promissory Note on the Maturity Date.

15. Pursuant to the terms of the Promissory Note, all of the Defendants are jointly and severally liable to Plaintiff to repay the Promissory Note.

16. Prior to the Maturity Date, the Promissory Note bore interest at a rate of three point five percent (3.5%) per annum, and after the Maturity Date, the Promissory Note bears interest at a rate of twelve percent (12%) per annum (“Default Rate”) until fully paid.

17. Under the terms of the Promissory Note, Plaintiff is entitled to recover attorneys’ fees and other costs of collection in the event of a default in payment.

18. On November 30, 2023, Plaintiff made a written demand upon Defendants to immediately pay the unpaid principal amount of the Promissory Note in the amount of One Million Dollars (\$1,000,000), accrued but unpaid interest at the Default Rate, and all attorney fees and costs incurred for the collection of the Promissory Note.

19. Defendants have failed to repay the amounts due and owing on the Promissory Note as demanded.

20. As of December 1, 2023, the total outstanding principal amount, accrued and unpaid interest, and attorney fees related to the collection of the Promissory Note were \$1,011,500. Interest will continue to accrue at the Default Rate, as well as attorney fees and costs of collection.

COUNT I – BREACH OF CONTRACT

21. Plaintiff reincorporates the allegations set forth in paragraphs 1-20.

22. The Promissory Note is a valid and enforceable contract under Florida law.

23. Plaintiff and Defendants entered into a binding Promissory Note for payment of the sum of One Million Dollars (\$1,000,000.00) plus interest accruing thereon at the rate of three point five percent (3.5%) per annum, from the Maturity Date and twelve (12%) after the Maturity Date.

24. Under the terms of the Promissory Note, Defendants are jointly and severally liability to Plaintiff for failure to repay all amounts owed to Plaintiff.

25. Defendants have materially breached the terms of the Promissory Note to the damage of Plaintiff by failing to repay all amounts owed to Plaintiff.

26. As a direct and proximate cause of Defendants' breach of the Promissory Note, Plaintiff has suffered damages, the full amount of which will be established at trial.

27. Plaintiff has incurred attorney fees and costs in collection of the amounts due and owing from Defendants.

28. Plaintiff is entitled to recovery of all amounts due and owing under the Promissory Note, including accrued interest at the Default Rate of twelve percent (12%), attorneys' fees and costs incurred.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment for damages in its favor and against Defendants awarding the following: (i) compensatory damages, (ii) prejudgment interest and post-judgment interest as provided by Florida law, (iii) costs and expenses, (iv) attorneys' fees, and (v) such other relief as the Court deems necessary and equitable.

COUNT II – UNJUST ENRICHMENT

29. Plaintiff reincorporates the allegations set forth in paragraph 1-20.

30. As alleged above, Plaintiff and Defendants entered into a binding Promissory Note for payment of the sum of One Million Dollars (\$1,000,000.00) plus interest accruing thereon at the rate of three point five (3.5%) percent per annum.

31. When executing the Promissory Note, Plaintiff conferred a direct benefit to Defendants. Defendants received the direct benefit of receiving the Loan from Plaintiff, which was paid to Defendants pursuant to the Promissory Note.

32. Defendants knowingly accepted and retained the direct benefits conferred by Plaintiff because they accepted the principal amount of the Loan along with the monthly payments Plaintiff made pursuant to the Promissory Note.

33. As of the Maturity Date, Defendants have failed to repay all amounts owed to Plaintiff.

34. Because of Defendants' knowing and voluntary acceptance and retention of the direct benefits conferred by Plaintiff, Plaintiff is entitled to be paid the amounts due under the Promissory Note.

35. By failing to repay amounts due under the Promissory Note, Defendants have been unjustly enriched and are liable to Plaintiff in the amount of the unpaid principal balance of the Promissory Note plus accrued interest at the Default Rate and costs.

36. Plaintiff has incurred costs in collection of the amounts due and owing from Defendants.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment for damages in its favor and against Defendants awarding the following: (i) compensatory damages, (ii) prejudgment interest and post-judgment interest as provided by Florida law, (iii) costs and expenses, and (iv) such other relief as the Court deems necessary and equitable.

Respectfully submitted,

ZUMPARO PATRICIOS, P.A.
312 Minorca Avenue
Coral Gables, 33134
Tel: (305) 444-5565
Fax: (305) 444-8588

By: /s/ Leon N. Patricios
Leon N. Patricios
Florida Bar No. 12777
Joseph M. Candelaria
Florida Bar No. 1038723

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was electronically filed Florida Courts E-Filing Portal, which will serve on all counsel of record via the Court's e-service system on this 6th day of December, 2023.

ZUMPARO PATRICIOS, P.A.
312 Minorca Avenue
Coral Gables, FL 33134
Tel: (305) 444-5565
Email: lpatricios@zplaw.com

By: /s/ Leon N. Patricios
Leon N. Patricios
Florida Bar No. 12777
Joseph M. Candelaria
Florida Bar No. 1038723

Exhibit A

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED, EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND THE SECURITIES LAWS OF ALL OTHER APPLICABLE JURISDICTIONS, OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION SHALL BE ESTABLISHED TO THE REASONABLE SATISFACTION OF THE HOLDER.

PROMISSORY NOTE

U.S. \$1,000,000

**August 24, 2022
Florida, United States of America**

FOR VALUE RECEIVED, the undersigned **GATOR STATE STORAGE HAVERHILL LLC**, a Florida limited liability company, **GATOR STATE STORAGE BOYNTON BEACH LLC**, a Florida limited liability company, **GATOR STATE STORAGE LAKE WORTH LLC**, a Florida limited liability company, and **DAVID HEIL**, an individual (jointly and severally, the “**Maker**”), jointly and severally promise to pay to the order of **ALPINE HAVERHILL HOLDINGS, L.C.**, a Utah limited liability company (“**Holder**”), at Holder’s address set forth below the principal sum of ONE MILLION DOLLARS (\$1,000,000.00) (the “**Principal Amount**”), together with accrued and unpaid interest thereon, said principal and interest to be due and payable as stated below in this promissory note (the “**Note**”).

GATOR STATE STORAGE HAVERHILL LLC, a Florida limited liability company, **GATOR STATE STORAGE BOYNTON BEACH LLC**, a Florida limited liability company, and **GATOR STATE STORAGE LAKE WORTH LLC**, a Florida limited liability company (collectively, the “**Buyer**”), and Holder are parties to those certain Purchase and Sale Contracts dated May 10, 2022, as amended thereafter (collectively, “**Purchase Agreement**”) in connection with the purchase of those certain properties located at 900 Barnett Drive A, Lake Worth, FL 33461, 900 Barnett Drive, Lake Worth, FL 33461, 500 N. Haverhill Road 1, Haverhill, FL 33415, and 860 W. Industrial Ave, Boynton Beach, FL 33426 (collectively, the “**Property**”). The parties acknowledge this Note and the obligations contained herein are contingent on Buyer closing on the acquisition of the Property and shall be automatically effective as of the date thereof (“**Commencement Date**”). In the event Borrower does not close on the acquisition of the Property, then this Note shall be null and void and the parties shall have no further obligations in connection herewith.

- 1. Interest Rate and Accrual.** The Maker promises to pay simple interest on the outstanding principal amount of this Note from the Commencement Date until paid in full at the fixed rate of three point five percent (3.5%) per annum. Interest-only payments of \$2,916.67 per month shall be due and payable monthly on the first day of each calendar month following the Commencement Date, without notice.
- 2. Maturity.** All outstanding principal and accrued and unpaid interest on this Note, plus all fees, costs, and expenses then due under this Note, become fully due and payable on the date that is exactly fifteen (15) months following the anniversary date of the Commencement Date (the “**Maturity Date**”). After the Maturity Date, through acceleration or otherwise, interest will accrue on the Principal Amount at a rate of twelve percent (12%) per annum until paid. All amounts payable hereunder shall be made for the account of the Holder.
- 3. Prepayment.** The Maker may prepay any part or all of any amount payable under this Note, including principal or interest or both, at any time or times. Any and all prepayments

shall be applied first to reimbursement of Holder for any reasonable actual costs or expenses incurred by Holder to enforce or collect amounts owed hereunder, then to repayment of any accrued and unpaid interest hereunder, and then to the Principal Amount outstanding hereunder. Any amounts paid under this Section 3 shall not be re-borrowed.

4. **Maximum Rate of Interest.** If, at any time, the rate or amount of interest or any other charge payable under this Note should exceed the maximum rate or amount permitted by applicable law, then for such time as such rate or amount would be excessive, its application shall be suspended and there shall be charged instead the maximum rate or amount permitted under such law.
5. **Expenses and Collection Costs.** In the event of any failure of the Maker to pay all amounts due pursuant to Sections 1 or 2 of this Note, the Maker shall pay all reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.
6. **Default.** Each of the following shall constitute an "**Event of Default**" pursuant to this Note: (a) a failure of the Maker to make any payment of principal or interest or any other amount under this Note when and as due, which failure is not cured within five (5) days from the due date; (b) the commencement of a voluntary proceeding under any law or statute of any jurisdiction relating to bankruptcy, insolvency, reorganization, dissolution, liquidation or debtor relief, whether now or hereafter in effect, including, without limitation, the filing of a petition under any chapter of the U.S. Bankruptcy Code, as amended, by the Maker; (c) the filing of a proceeding for the appointment of a receiver, custodian, trustee, liquidator or similar official for Maker or all or substantially all of the Maker's property and assets or consenting to the appointment of same; (d) the filing of an involuntary petition for relief under the U.S. Bankruptcy Code against the Maker; (e) the issuance of a levy or writ of execution, attachment or garnishment against all or substantially all of the properties and assets of the Maker; or (f) the commencement of any proceedings or the taking of any action to effect any of the foregoing; and, in the cases of clauses 6(d) through 6(f) above, the failure of any such action, petition or proceeding to be stayed, suspended, cancelled, or dismissed within sixty (60) days.
7. **Remedies.** If any Event of Default as provided above should occur, all unpaid principal hereunder and all accrued but unpaid interest thereon shall, with notice, be accelerated and be immediately due and payable, and Holder shall have and be entitled to exercise, from time to time, all the rights and remedies available to it under applicable law and as set forth herein. All of Holder's rights and remedies shall be cumulative, and any failure of Holder to exercise any such right or remedy shall not be construed as a waiver of the right to exercise the same or any other right or remedy at any time and from time to time thereafter. Holder may, in its sole and absolute discretion, waive any Event of Default only in writing signed by Holder.
8. **No Presentment.** The Maker, for itself and its successors and assigns, waives presentment, demand, protest and notice thereof or of dishonor, and waives any right to be released by reason of any extension of time or change in the terms of payment.
9. **Cancellation.** After all unpaid principal and interest owed on this Note has been indefeasibly paid in full, this Note shall be surrendered to the Maker for cancellation and shall not be reissued.

10. Notices. All notices under this Agreement shall be effective upon (i) personal delivery to Maker or Holder as the case may be, or (ii) electronic (email) transmission, with confirmed receipt, upon transmittal so long as such transmittal is made prior to 5:00 pm (Mountain Time), (iii) one (1) business day after deposit with a nationally-recognized overnight courier service (e.g., Federal Express), or (iv) three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as follows, to Maker at 3895 Westroads Drive, Riviera Beach, FL 33407, email: davidjheil@statestoragegroup.com; or to Holder at 74 E. 500 S., American Fork, Utah 84003, email: romanmfrazier@gmail.com, *provided, however*, that any notice changing Holder's address or wire address shall be effective only upon receipt by the Maker.

11. Governing Law; Venue.

- a. This Note shall in all respects be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof.
- b. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Note or the transactions contemplated hereunder shall be brought solely in the courts of the State of Florida located in Palm Beach County, Florida.

12. Modification; Waiver. No amendment, modification, forbearance, or waiver of any provision of this Note, and no consent with respect to any departure by the Maker therefrom, shall be effective unless the same shall be in writing and signed by the Holder and the Maker.

13. Assignment; Third-Party Beneficiaries. Neither the Maker nor the Holder may assign or transfer this Note without the prior written consent of the other party (not to be unreasonably withheld) provided that, in no event shall this Note or any interest herein be transferable, in whole or in part, to any person or entity under circumstances that would be reasonably likely to violate or trigger a consent or other approval requirement under applicable laws, including but not limited to the Securities Act, the Foreign Corrupt Practices Act, FINSA, laws restricting money transfers and payments to persons or entities located in certain restricted countries, foreign nationals identified on any restricted list, and associated regulations as in existence at the time, and the laws and regulations of any other country. This Note shall inure to the benefit of Holder, its successors and assigns, and to any person to whom Holder may grant an interest in any of the indebtedness evidenced hereby in compliance with the foregoing restrictions and shall be binding upon the Maker and its successors and assigns. No person or entity not a direct party hereto shall be entitled to enforce any rights or obligations hereunder as a third-party beneficiary or otherwise.

14. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY.

15. Time of Essence. Time is of the essence of the payment and performance of this Note.

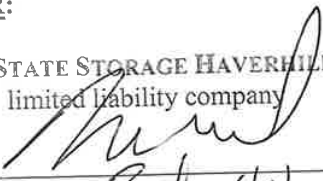
- 16. Entire Agreement.** This Note constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior or contemporaneous written and oral agreements, understandings, representations, and statements with respect to the Note terms are merged into, and replaced and superseded by, this Note.
- 17. Miscellaneous.** The Maker and Holder have participated jointly in the negotiation and drafting of this Note. In the event an ambiguity or question of intent or interpretation arises, this Note shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Note. No delay by Holder in enforcing its rights hereunder or otherwise, shall prejudice Holder's rights to enforce this Note. Neither party to this Note will be liable to the other for any failure or delay in performance under this Note due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, war, terrorist threat, pandemics, epidemics, or government action; *provided, that* if either party is unable to perform its obligations under this Note for one of these reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance. Financial performance is not excused hereunder.
- 18. Agreement by Holder.** By its acceptance of this Note, Holder agrees to be bound by the terms hereof.

[Signature Page Follows]

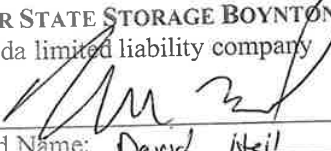
IN WITNESS WHEREOF, the Maker has executed and delivered this Note on the date first written above.

MAKER:

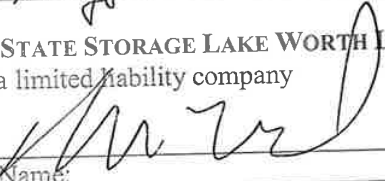
GATOR STATE STORAGE HAVERHILL LLC,
a Florida limited liability company

By: 
Printed Name: David Neil
Title: Manager

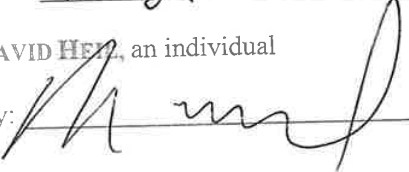
GATOR STATE STORAGE BOYNTON BEACH LLC,
a Florida limited liability company

By: 
Printed Name: David Neil
Title: Manager

GATOR STATE STORAGE LAKE WORTH LLC,
a Florida limited liability company

By: 
Printed Name: _____
Title: Manager

DAVID NEIL, an individual

By: 

HOLDER:

ACKNOWLEDGED AND ACCEPTED:

ALPINE HAVERHILL HOLDINGS, L.C.,
a Utah limited liability company

By: _____
Printed Name: Aaron Frazier
Its: Manager

[SIGNATURE PAGE TO PROMISSORY NOTE]

IN WITNESS WHEREOF, the Maker has executed and delivered this Note on the date first written above.

MAKER:

GATOR STATE STORAGE HAVERHILL LLC,
a Florida limited liability company

By: _____
Printed Name: _____
Title: _____

GATOR STATE STORAGE BOYNTON BEACH LLC,
a Florida limited liability company

By: _____
Printed Name: _____
Title: _____

GATOR STATE STORAGE LAKE WORTH LLC,
a Florida limited liability company

By: _____
Printed Name: _____
Title: _____


DAVID HEIL, an individual

By: _____

HOLDER:

ACKNOWLEDGED AND ACCEPTED:

ALPINE HAVERHILL HOLDINGS, L.C.,
a Utah limited liability company

By:  _____
Printed Name: Aaron Frazier
Its: Manager

[SIGNATURE PAGE TO PROMISSORY NOTE]

TITLE

Promissory Note

FILE NAME

Promissory Note (...rhill 081722.docx

DOCUMENT ID

b806ad0b2ab81cf10782ab1117863081bed2d9fe

AUDIT TRAIL DATE FORMAT

MM / DD / YYYY

STATUS

 Signed

Document History



SENT

08 / 18 / 2022

08:43:46 UTC-6

Sent for signature to Aaron Frazier (astorage@aol.com) from
bhelsten@zplaw.com
IP: 50.198.185.201



VIEWED

08 / 18 / 2022

09:09:23 UTC-6

Viewed by Aaron Frazier (astorage@aol.com)
IP: 166.194.143.123



SIGNED

08 / 18 / 2022

09:09:45 UTC-6

Signed by Aaron Frazier (astorage@aol.com)
IP: 166.194.143.123



COMPLETED

08 / 18 / 2022

09:09:45 UTC-6

The document has been completed.