

IN THE CIRCUIT COURT IN AND FOR WALTON COUNTY, FLORIDA

N. HENRY DAVIS

Plaintiff,

vs.

Case No.: _____

**WSLT, LLC as trustee for
COASTAL RESOURCES LAND TRUST NO. 5;
GULF SHORE SOUTH ASSOCIATION, LLC;
WATSON SEWELL, PL;
KIMBERLY WATSON SEWELL,
FRANK WATSON;
PETER J. HOWARD; and
SELETA HOWARD**

Defendants.

COMPLAINT

Plaintiff, N. HENRY DAVIS, by and through his undersigned attorneys, brings this action against Defendants, WSLT, LLC as trustee for COASTAL RESOURCES LAND TRUST NO. 5, GULF SHORE SOUTH ASSOCIATION, LLC, WATSON SEWELL PL, KIMBERLY WATSON SEWELL, FRANK WATSON, PETER J. HOWARD and SELETA HOWARD, and in support thereof, alleges the following:

General Allegations

1. Plaintiff, N. Henry Davis, is a resident of Walton County, Florida and owns the real property subject of this action (the "Subject Property"), more particularly described as follows:

**Lot 1, in Block B, according to the plat of Sea Walk
Subdivision, as recorded in Plat Book 9, Page 3, in the Office
of the Clerk of the Circuit Court of Walton County, Florida.**

2. The Subject Property is described in that certain Warranty Deed dated August 17, 1998, from Terry Thomas Schansman and Karen Dumford Bass Schansman, husband and wife, as

grantor, to N. Henry Davis, as grantee. The Warranty Deed was recorded on August 18, 1998 in Official Records Book 1874 at Page 282 of the Public Records of Walton County, Florida. A true and correct copy of the Warranty Deed is attached as **Exhibit 1**.

3. Plaintiff derails title to the Subject Property as follows:
 - (a) On or about September 10, 1936, A.B. Lowery acquired Lot 10, Block 18 Gulf Shore Manor via Tax Deed recorded in Deed Book 82 at page 227 of the public records of Walton County, Florida. A copy of the Tax Deed is attached as **Exhibit 2**.
 - (b) On or about September 18, 1984, the Circuit Court in and for Walton County, Florida entered a Final Judgment quieting title in A.B. Lowery to the land lying southerly of Lot 10, Block 18 and extending to the Gulf of Mexico as more particularly described in the Final Judgment. The Final Judgment is recorded in Official Records Book 312 page 663 of the public records of Walton County, Florida. A copy of the Final Judgment is attached as **Exhibit 3**.
 - (c) A.B. Lowery died. On April 23, 1991, the personal representatives of the Estate of A.B. Lowery conveyed Lot 10, Block 18, Gulf Shore Manor and land lying south extending to the Gulf of Mexico to F. Lloyd Blue, Jr. The Warranty Deed is recorded in Official Records Book 744 at page 62 of the public records of Walton County, Florida. A copy of the Warranty Deed is attached as **Exhibit 4**.
 - (d) On April 29, 1991, the personal representatives of the Estate of A.B. Lowery conveyed via Quit Claim Deed the land lying south of Lot 10, Block 18, Gulf Shore Manor, extending to the Gulf of Mexico to F. Lloyd Blue, Jr. and Chris E. Cadenhead. The Quit Claim Deed is recorded in Official Records Book 745 page 121 of the public

- records of Walton County, Florida. A copy of the quit claim deed is attached as **Exhibit 5**.
- (e) On June 10, 1991, Chris Cadenhead conveyed via Warranty Deed Lot 10, Block 18, Gulf Shore Manor to Lloyd Blue Development, Inc. The Warranty Deed is recorded in Official Records Book 755 page 82 of the public records of Walton County, Florida. A copy of the deed is attached as **Exhibit 6**.
- (f) The property described as Lot 10, Block 18 and land lying south of the Lot 10, Block 18, Gulf Shore Manor, extending to the Gulf of Mexico, was replatted by Lloyd Blue Development, Inc. and is now a subdivision known as Sea Walk. A copy of the subdivision plat is recorded in Plat Book 9 at Page 3 of the public records of Walton County, Florida and is attached as **Exhibit 7**.
- (g) The Subject Property lies within Sea Walk Subdivision.
- (h) On July 20, 1992, Lloyd Blue Development, Inc. conveyed via Warranty Deed to Chris Cadenhead, Lot 1, Block B, Sea Walk Subdivision. The Warranty Deed is recorded in Official Records Book 875 page 303 of the public records of Walton County, Florida. A copy of the Warranty Deed is attached as **Exhibit 8**.
- (i) On September 14, 1992, Chris Cadenhead conveyed Lot 1, Block B, Sea Walk Subdivision to Terry Thomas Schansman via Warranty Deed. The Warranty Deed is recorded in Official Records Book 894 page 247 of the public records of Walton County, Florida. A copy of the Warranty Deed is attached as **Exhibit 9**.
- (j) On February 24, 1995, Terry Thomas Schansman conveyed Lot 1, Block B, Sea Walk Subdivision to Terry Thomas Schansman and Karen Dumford Bass Schansman, husband and wife, via Warranty Deed. The Warranty Deed is recorded in Official

Records Book 1247 page 39 of the public records of Walton County, Florida. A copy of the Warranty Deed is attached as **Exhibit 10**.

(k) On August 18, 1998, Terry Thomas Schansman and Karen Dumford Bass Schansman, husband and wife, conveyed Lot 1, Block B, Sea Walk Subdivision, to N. Henry Davis via Warranty Deed. The Warranty Deed is recorded in Official Records Book 1874 page 282 of the public records of Walton County, Florida. A copy of the Warranty Deed is attached as Exhibit 1.

4. Defendant, WSLT, LLC is a Florida limited liability company and trustee of that certain trust known as Coastal Resources Land Trust No. 5 (“Coastal Resources”).

5. Defendant, Gulf Shore South Association, LLC is a Florida limited liability company with its principal place of business in Walton County, Florida.

6. Defendant, Watson Sewell, PL is a professional limited liability company with its principal place of business in Walton County, Florida and is manager of WSLT.

7. Defendant, Kimberly Watson Sewell, is a resident of Walton County, Florida

8. Defendant, Frank Watson, is a resident of Walton County, Florida.

9. Defendant, Peter J. Howard, is a resident of Walton County, Florida.

10. Defendant, Seleta Howard, is a resident of Walton County, Florida.

11. This Complaint by Davis asserts the following causes of action: Count I - Violation of Section 817.535 of the Florida Statutes, governing the “unlawful filing of false documents or records against real or personal property”; Count II - Slander of Title; Count III – Adverse Possession under Color of Title and Count IV – Declaratory Judgment.

The Subject Property

12. The Subject Property is part of the Sea Walk Subdivision, a replat of a portion of property included in the plat of Gulf Shore Manor.

13. The plat of Gulf Shore Manor was filed and recorded on July 17, 1925, in Deed Book 63 at Pages 603-606 of the Public Records of Walton County, Florida. A copy of the Gulf Shore Manor Plat is attached as **Exhibit 11**.

14. At the time Exhibit 11 was recorded, the record owner of the real property depicted in the Gulf Shore Manor plat was Mildred Feldman. Ms. Feldman conveyed lots in Gulf Shore Manor to third parties by reference to lot and block number as it appears on the plat.

15. On August 4, 1930, A.B. Lowery acquired Lot 10, Block 18, Gulf Shore Manor by Tax Deed recorded in Deed Book 82 at Page 227 of the Public Records of Walton County, Florida. A copy of the Lowery Deed is attached as Exhibit 2.

16. On September 18, 1984, the Circuit Court in and for Walton County entered a Final Judgment quieting title in A.B. Lowery to the property lying south of Lot 10, Block 18, Gulf Shore Manor to the mean high water line of the Gulf of Mexico. The Final Judgment was recorded on September 18, 1984 in Official Records Book 312 at Page 663 of the Public Records of Walton County, Florida. A copy of the Final Judgment is attached as Exhibit 3.

17. Exhibit 4 has been of record for thirty-five years and has never been challenged.

18. On May 14, 1991, the plat of Sea Walk Subdivision was approved and recorded in Plat Book 9 at Page 3A. A copy of the plat is attached as Exhibit 7.

19. The Subject Property was first conveyed out of the developer by referenced Sea Walk Subdivision lot and block number to Chris Cadenhead by Warranty Deed recorded July 20, 1992 and attached as Exhibit 8.

20. The Subject Property is improved. A single-family home, pool and surrounding yard have been located upon the Subject Property since 1994. An aerial descriptive sketch depicting the Subject Property with an overlay of those areas identified as Gulf Shore Beach and Bathing Beach on the Gulf Shore Manor plat is attached as **Exhibit 12**.

The Gulf Shore Manor Property

21. The Gulf Shore Manor plat depicts certain roadways and recreation areas for use by private owners of lots within Gulf Shore Manor.

22. On March 28, 1978, the Board of County Commissioners specifically disclaimed any right of the county and public to the portions of property reflected on the plat of Gulf Shore Manor lying between the Gulf of Mexico and Blocks 17, 18, 19 and 20. A copy of the Resolution is attached as **Exhibit 13**.

23. Notwithstanding the Resolution, owners that took title to property by reference to the plat of Gulf Shore Manor have a private right of use as to the roadways and recreation areas, specifically, those areas labeled Gulf Shore Beach and Bathing Beach, in the nature of an implied easement, regardless of what party has record title to those areas.

24. The original record title owner of the Gulf Shore Manor property, Mildred Feldman, did not convey by deed or otherwise any portion of Gulf Shore Beach or Bathing Beach prior to her death.

Pirating of Gulf Shore Manor Parcels

25. Around September 2017, Defendants began a concerted effort to pirate Gulf Shore Manor property for the purpose of holding the title for ransom at the expense of innocent owners or title insurance companies insuring title.

26. On March 31, 2017, Defendants filed a probate action in Walton County, Florida to administer the purported interest of Mildred Feldman in parcels it refers to as “remnant parcels” in Gulf Shore Manor. Mildred Feldman was not a resident of Florida at the time of her death. Plaintiff has not located any estate administration proceedings for Mildred Feldman in the State of Illinois so the Florida probate administration cannot be considered “ancillary” to a primary probate proceeding in her home state.

27. Defendant, Peter Howard, was named as personal representative of the Feldman estate and represented to the court that he had an interest in the Feldman estate as the owner of the real property being administered more particularly described in the Petition for Administration attached as **Exhibit 14** (the “Probate Petition”).

28. The Quit Claim Deed evidencing Peter Howard’s interest is dated March 16, 2017 but was not recorded until September 25, 2017 in Official Records Book 3053 at page 463 of the Official Records of Walton County, Florida. A copy of the Quit Claim Deed is attached as **Exhibit 15**.

29. The Quit Claim Deed identifies the grantor as George Manus Singh, the alleged sole heir of the Feldman estate, and conveys the property described to Gulf Shore South Association, LLC, an entity in which Howard and his wife, Defendant Seleta Howard, own an interest.

30. The Quit Claim Deed makes representations regarding who holds record title ownership of the property conveyed. These representations are false.

31. Gulf Shore South Association, LLC subsequently conveyed via Warranty Deed real property that included a portion of the Subject Property – in which Gulf Shore Association holds no legitimate interest – to Coastal Resources. A copy of the Warranty Deed to Trustee under the

Coastal Resources Land Trust No. 5 is recorded in Official Records Book 3077 at page 4689 of the public records of Walton County, Florida and is attached as **Exhibit 16** (the “Trust Deed”).

32. The area claimed by Coastal Resources is depicted on the descriptive sketch attached as Exhibit 12.

33. Despite the fact that Plaintiff and his predecessors in title have had record title ownership to the real property now claimed by Coastal Resources, Coastal Resources is relying upon the Probate Petition, the Quit Claim Deed and the Trust Deed as evidence of its superior interest in the Subject Property.

34. Despite having no legitimate ownership interest in the Subject Property, Coastal Resources will only release its wrongful record interest in the Subject Property if Plaintiff pays a ransom to Coastal Resources for the property’s release. Plaintiff is aware of at least one property owner that has paid Defendants for a release as to his property so that a closing could be completed.

35. Defendant, WSLT serves as trustee of Coastal Resources. The manager of WSLT is the law firm of Watson Sewell, PL.

36. Upon information and belief, Watson Sewell members, Frank Watson and Kimberly Watson Sewell, assisted Peter Howard in orchestrating and facilitating this title piracy scheme.

37. Frank Watson has served as an attorney and title agent in south Walton County for over twenty years. In that time, he has issued multiple title insurance policies to owners and lenders that insured title to properties he now claims are owned by Coastal Resources rather than those parties for whom he closed title transactions and issued title policies.

38. As a result of his title insurance knowledge and his personal knowledge regarding Gulf Shore Manor and its beachfront parcels, Frank Watson occupied a special position with respect to his ability to formulate this title piracy scheme.

39. To the extent any Feldman heir has a record title interest in the Subject Property, or any other Gulf Shore Manor property, the effort to probate the interest of Feldman was grossly inadequate, deficient and fails to establish any legitimate interest in Coastal Resources to the Subject Property. While Plaintiff's effort to identify the Feldman heirs is ongoing, Plaintiff has already identified heirs omitted from the probate proceeding and confirms that Defendants completely disregarded the interest of heirs and beneficiaries they purport have an interest in the real property subject of the action.

40. The Probate Petition is riddled with inconsistencies and inaccuracies. By way of example, the Petition identifies Feldman as a Florida resident. She was not. The Petition identifies George Manus Singh as the sole heir of the Feldman estate. He was not. The Petition identifies George Manus Singh as Feldman's spouse. He was not. The Petition was executed by Peter Howard under penalty of perjury.

41. Plaintiff, through his title insurer, has retained the law firm of Clark Partington to represent him in this action and is to pay the firm a reasonable fee for its services.

Count I -Violation of Florida Statutes Section 817.535

42. This is an action for damages against the Defendants for a civil violation of Fla. Stat. § 817.535 that exceed \$15,000.00, exclusive of attorney's fees and costs.

43. Plaintiff incorporates by reference each and every allegation set forth above in the general allegations contained in paragraphs 1 through 42, as though fully set forth herein.

44. Section 817.535 prohibits a person or entity from causing a false instrument to be recorded in the official records. The § 817.535 definition of an “Instrument” includes any “document that relates to or attempts to restrict the ownership, transfer, or encumbrance of or claim against real or personal property, or any interest in real or personal property”. *See Fla. Stat. § 817.535(1)(c).*

45. Under § 817.535, a person may commit a felony of the third degree if that person files or directs to be filed, with the intent to defraud or harass another, any instrument containing the recording of any instrument in an official record containing a materially false, fictitious, or fraudulent statement or representation that purports to affect an owner's interest in the property described in the instrument. *See Fla. Stat. § 817.535 (2)(a).*

46. Without regard to whether criminal charges are pursued under § 817.535, § 817.535(8)(a) also provides a civil cause of action to any person adversely affected by an instrument filed in the official records which contains a materially false, fictitious, or fraudulent statement or representation.

47. The Petition for Administration, Quit Claim Deed and Trust Deed attached as Exhibits 14, 15 and 16 and recorded in the Official Records of Walton County, Florida contain materially false and fraudulent statements misrepresenting record title ownership in the Subject Property and were all recorded with the knowledge of Plaintiff's longtime ownership and possession of the Subject Property such that Plaintiff's ownership is established by adverse possession under color of title and the Marketable Record Title Act.

48. Upon information and belief, all named individual defendants took an active role in filing the documents Plaintiffs allege are false and each agreed – individually or collectively – to file the false instruments.

49. Defendants have actual and constructive knowledge of Plaintiff's ownership in the Subject Property and that Plaintiff's ownership cannot be challenged or defeated.

50. Plaintiff is entitled to actual damages and a civil penalty under § 817.535(8)(b)(2) against the Defendants due to the filing and maintenance of the Petition for Administration, Quit Claim Deed and Trust Deed in the Official Records.

51. As a result of the Petition for Administration, Quit Claim Deed and Trust Deed, Plaintiff has suffered damages.

52. Pursuant to § 817.535(8)(b)(3)(c), Plaintiff is entitled to recover costs and reasonable attorney's fees incurred due to the filing and maintenance of the Petition for Administration, Quit Claim Deed and Trust Deed.

53. Further, pursuant to § 817.535(8)(b)(2), Plaintiff reserves the right to seek punitive damages after following the procedural and substantive rules pertaining to same following the filing of this Complaint.

54. All conditions precedent to the commencement of this action have occurred, been satisfied or waived by the Defendants.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for damages, interest, the costs of this action including attorney's fees and costs, and for a judgment declaring that the Petition for Administration, Quit Claim Deed and Trust Deed are null and void *ab initio*, and therefore ordering the Petition for Administration, Quit Claim Deed and Trust Deed sealed from the official record and removed from any electronic database.

Count II - Slander of Title

55. This is an action for damages against the Defendants for slander of title that exceeds \$15,000.00, exclusive of attorney's fees and costs.

56. Plaintiff incorporates by reference each and every allegation set forth above in the general allegations contained in paragraphs 1 through 42, as though fully set forth herein.

57. On the dates of, and by filing and recording, the Petition for Administration, Quit Claim Deed and Trust Deed, the Defendants made statements impugning Plaintiff's title to the Subject Property, which statements consist of the following: asserting the heirs and beneficiaries of Mildred Feldman retain an interest in the Subject Property, and recording the Quit Claim Deed and Trust Deed purporting to create a record title interest in the Subject Property. These documents have cast doubt upon Plaintiff's title to the Subject Property.

58. At the time of recording the Petition for Administration, Quit Claim Deed and Trust Deed, Defendants knew of Plaintiff's record title ownership in the Subject Property and knew that such record title ownership could not be challenged under the Marketable Record Title Act.

59. Further, Defendants knew at the time of recording the Petition for Administration, Quit Claim Deed and Trust Deed that Plaintiff was in actual possession of the Subject Property and that Plaintiff's record title ownership to those improved portions of the Subject Property is perfected by adverse possession under color of title.

60. Defendants are aware that the Plaintiff's chain of title to the Subject Property rests upon a judgment quieting title – a title transaction for the purposes of Marketable Record Title Act - that has been of record for thirty-five years and never challenged by any party.

61. The Sea Walk Plat itself has been of record for twenty-eight years and never challenged by any party.

62. On or about the following dates, Defendants published, communicated and disseminated the false statement regarding record title ownership to third parties as follows:

(a) filing the Petition for Administration on March 31, 2017, (b) recording the Quit Claim Deed on September 25, 2017, and (c) recording the Trust Deed on June 28, 2018.

63. Upon information and belief, all named individual Defendants took an active role in filing the documents Plaintiff alleges are false and each agreed – individually or collectively – to file the false instruments.

64. The false statement regarding record title ownership to the Subject Property made and published by Defendants was false in that Defendants have no legitimate record title interest, or any other interest, in the Subject Property.

65. At the time Defendants made and published the false statement regarding record title ownership, Defendants knew the statements regarding record title ownership were false or demonstrated a reckless disregard for its truth.

66. Defendants intentionally published the false statement regarding record title ownership even though Defendants knew, or should have known, that it would result in harm to Plaintiff's interest in the Subject Property.

67. Defendants published the false statement regarding record title ownership maliciously, without reasonable cause and for the purpose of extracting payment from Plaintiff.

68. As a proximate result of Defendants' publication of the false statement regarding record title, Plaintiff's legitimate, record title to the Subject Property has been disparaged and slandered, causing damage to Plaintiff.

69. Plaintiff faces ongoing costs and expenses as the proximate result of Defendants' publication of the false statement regarding record title ownership. The amount of these future costs and expenses is not ascertainable at this time.

70. Defendants have already extracted payment, in at least one instance, from an owner having superior interest to that claimed by Defendants. Defendants' actions evidence a scheme to extract payment from legitimate owners to clear the false and fraudulent interest of Defendants.

71. As a result of Defendants' actions, Plaintiff has been damaged and has suffered special damages incident to bringing this action and such special damages include attorney's fees and costs incurred with bringing this action.

72. Plaintiff is presently unable to sell or mortgage the Subject Property and Plaintiff has actual knowledge that title insurance will not issue to a potential purchaser or lender without Defendants' false record interest being cleared.

73. Further, Plaintiff reserves the right to seek punitive damages after following the procedural and substantive rules pertaining to same following the filing of this Complaint.

Wherefore, Plaintiff requests judgment against Defendants, jointly and severally, for damages, attorney's fees and costs, and such further relief as the court deems proper.

Count III – Adverse Possession under Color of Title

74. This is an action for adverse possession under color of title to the improved portion¹ of the Subject Property more particularly described as follows and as reflected on Exhibit 1:

**Lot 1, in Block B, according to the plat of Sea Walk
Subdivision, as recorded in Plat Book 9, Page 3, in the Office
of the Clerk of the Circuit Court of Walton County, Florida.**

75. Plaintiff incorporates by reference each and every allegation set forth above in the general allegations contained in paragraphs 1 through 42, as though fully set forth herein.

¹ Plaintiff's surveyor is preparing a legal description for that portion of the Subject Property that is improved and lying north of the dune and sandy beach.

76. On August 17, 1998, Terry Thomas Schansman and Karen Dumford Bass Schansman, husband and wife, conveyed the Subject Property to Plaintiff by Warranty Deed recorded in Official Record Book 1874 Page 282 of the public records of Walton County, Florida. A copy of the deed is attached as Exhibit 1.

77. Or about that same date, Plaintiff entered into possession of the property described in Exhibit 1 under the honest and good-faith belief that all of the property described in Exhibit 1 was owned by Plaintiff.

78. Since that time, and for more than seven years, Plaintiff has continuously possessed the Subject Property.

79. Plaintiff has improved the Subject Property, as follows: construction of a single family home, adjoining pool and pool deck and construction and maintenance of dune walkover for access to the beach and Gulf of Mexico. Additionally, Plaintiff has also kept the premises graded and shrubbed, cut and trimmed the grass, and otherwise kept the premises in a high state of repair and maintenance.

80. Plaintiff's possession and occupation of all of the above-described property has been continuous for more than seven years, open, notorious, exclusive, and hostile to the rights of any other person.

81. The Defendants make some claim to the Subject Property adverse to Plaintiff's title and ownership.

82. Defendants' claim is wholly without right, and constitutes a cloud on Plaintiff's title which Plaintiff desires to remove.

Wherefore, Plaintiff requests a judgment that he owns the improved portion of the Subject Property in fee simple, and that Defendants, and all those who seek to claim by, through, or under

Defendants, be forever barred and estopped from having or claiming any right, title, or interest in the property, and that Plaintiff be awarded costs of this action, and such other relief as the court may deem proper.

Count IV – Declaratory Judgment

71. This is an action for a declaratory judgment establishing Plaintiff’s right of use in the common area reflected on the plat of Gulf Shore Manor.

72. Plaintiff incorporates by reference each and every allegation set forth above in the general allegations contained in paragraphs 1 through 42, as though fully set forth herein.

73. The plat of Gulf Shore Manor confers benefits on owners taking title to lots within Gulf Shore Manor by reference to the plat, specifically, a right of use in the nature of an implied easement to those areas designated as roads, common area and recreation area to which owners may not hold record title.

74. Plaintiff, and his predecessors in title, took title to the Subject Property by reference to the plat of Gulf Shore Manor. As such, regardless of record title ownership of those “common areas” reflected on the plat of Gulf Shore Manor, Plaintiff has a perpetual, nonexclusive right of use to those common areas that are unimproved and in which title has not been perfected by adverse possession and the Marketable Record Title Act.

75. Plaintiff has a perpetual, nonexclusive right to use those unimproved portions of Gulf Shore Beach and Bathing Beach, in which title has not been perfected by adverse possession and the Marketable Record Title Act, for normal and customary recreation, including but not limited to such uses as walking over and across, sunbathing, picnicking, swimming and kite flying.

76. Circuit courts of Walton County, Florida have confirmed this right on at least two occasions.

77. Defendants have actual and constructive knowledge of **Exhibits 17 and 18** and know that those judgments have been of record for more than twenty years, perfecting those interests in the property subject of the judgments and have chosen to ignore those long-established rights.

78. Plaintiff's right has been disturbed by the actions of Defendants, specifically Defendants' assertion that it owns fee simple title to Gulf Shore Beach and Bathing Beach free and clear of any interest of any other party, including not only Plaintiff's record title interest but his right of use as well.

79. There is a bona fide, actual, present practical need for the declaration that Plaintiff has a perpetual, nonexclusive right of use of those unimproved common areas reflected on the plat of Gulf Shore Manor, specifically to those areas identified as Gulf Shore Beach and Bathing Beach that are not improved and in which title is not perfected by adverse possession or the Marketable Record Title Act.

80. All conditions precedent to the bringing of this action have occurred or have been otherwise met.

WHEREFORE, Plaintiff requests that the Court declare that Plaintiff has a right to a perpetual, nonexclusive right of access and use for the purposes of normal and customary recreational use of Gulf Shore Beach and Bathing Beach, and for such other and further relief as the Court deems proper.

DESIGNATION OF EMAIL ADDRESSES FOR SERVICE

MEGAN F. FRY of CLARK PARTINGTON, pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), hereby designates the following email addresses for email service in the instant action:

Primary email: mfry@clarkpartington.com
Secondary emails: ldunlap@clarkpartington.com; tcourtney@clarkpartington.com

Dated this 25th day of September 2019.

/s/ Megan F. Fry

MEGAN F. FRY

Florida Bar No.: 0058608

CLARK PARTINGTON

P. O. Box 13010

Pensacola, FL 32591-3010

Tel: 850-434-9200

Fax: 850-432-7340

mfry@clarkpartington.com

UNOFFICIAL
DOCUMENT

This Instrument Prepared by: Linda Denette,
An Officer of Associated Land Title Group, Inc. (245),
743 Highway 98, Unit 4, Destin, FL 32541,
For Purposes of Title Ins.
File # 245-14246
Parcel ID # 23-3S-19-25100-00B-0010

FILED AND RECORDED
DATE 08/18/98 TIME 15:14

DAN BODIFORD CLERK
CO:WALTON ST:FL

DOC STAMPS 5,950.00
INTANG TAX .00

RECORD VERIFIED
BY Linda Denette DC

FL 584909 B 1874 P 282
CO:WALTON ST:FL

10.50
5,950.00

\$ 5,960.50

Warranty Deed

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made August 17, 1998, BETWEEN

Terry Thomas Schansman and wife, Karen Dumford Bass Schansman
whose post office address is 80 Driscoll Drive Santa Rosa Beach, FL 32459, grantor, and

N. Henry Davis
whose post office address is 5020 Mercer University Drive, Suite 6 Macon, GA 31210,
grantee,

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, 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, successors and assigns forever, the following described land, situate, lying and being in Walton County, Florida to-wit:

Lot 1, in Block B, according to the plat of Sea Walk
Subdivision, as recorded in Plat Book 9, Page 3, in the Office
of the Clerk of the Circuit Court of Walton County, Florida.

Subject to easements and restrictions of record, if any, which are specifically not
extended or reimposed hereby. Subject to 1998 taxes and assessments.

and said grantor does hereby fully warrant the title to said land, and will defend the same
against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Linda Denette
WITNESS SIGNATURE

Linda Denette
WITNESS PRINTED NAME

Terry Thomas Schansman
Terry Thomas Schansman

Karen Dumford Bass Schansman
Karen Dumford Bass Schansman

Angela Paine
WITNESS SIGNATURE

Angela Paine
WITNESS PRINTED NAME

STATE OF Florida

COUNTY OF Okaloosa

I HEREBY CERTIFY, that on August 17, 1998, before me personally appeared Terry Thomas Schansman and wife, Karen Dumford Bass Schansman who are personally known to me or have produced the identification identified below, who are the persons described in and who executed the foregoing instrument, and who after being duly sworn say that the execution hereof is their free act and deed for the uses and purposes herein mentioned.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

() To me personally known () Identified by Driver's License () Identified by _____

My Commission Expires: _____

Commission No.: _____

Linda Louise Denette
Notary Public

PLEASE PRINT OR TYPE NAME AS IT APPEARS



LINDA LOUISE DENETTE
My Comm Exp. 9/17/2000
Bonded By Service Ins
No. CC583493

Personally Known Other I D

T A X D E E D

State of Florida,
County of Walton

KNOW ALL MEN BY THESE PRESENTS: That whereas, A. B. Lowery, whose permanent address is Florala, Alabama, has this day applied for a tax deed to the lands hereinafter described and has produced and surrendered to the undersigned, Clerk of the Circuit Court for the County aforesaid, Tax Certificate No. 544, from which it appears that the said land was sold by the Tax Collector of said County on the 4th day of August, 1930, for unpaid taxes for the year A. D. 1929; Tax Certificate No. 00659, .00660, .00661, .00662, .00664, from which it appears that the said land was sold by the Tax Collector of said County on the 1st day of August, A.D. 1932 for unpaid taxes for the year A.D. 1931; Tax Certificate No. 678 from which it appears that the said land was sold by the Tax Collector of said County on the 7th day of September, A.D. 1931 for unpaid taxes for the year A. D. 1930, and

William S, said applicant has redeemed (or purchased and surrendered) all other outstanding subsequent tax certificates covering said land, and proper notice having been given as required by law of his application for the issue of this deed, and no owner, claimant or other person entitled to redeem said land has appeared to redeem same;

NOW, THE STATE OF FLORIDA, in consideration of the moneys and the sum of (\$214.57) Two Hundred Fourteen and 57/100 Dollars, being the amount paid upon the said tax certificates and for costs, charges, and in pursuance of the statute in such cases made and provided, has given, granted, bargained, and sold, and does hereby give, grant, bargain and sell, and convey to the said A. B. Lowery and to his heirs and assigns forever, to their own proper use, benefit and behoof the following land situated in the county and state aforesaid and described as follows:

- Lots 10, 11, 20, 21.....Block 17
- Lots 3 to 6 inc. Lots 10, 13.....Block 18
- Lot 5.....Block 19
- Lots 2, 3, 4, 8.....Block 20
- S/D of W $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec. 14 & Lot 2, Sec. 23 Tp 3 S. R. 19 West, embraced in Certificate No. 544 dated August 4th, 1930.
- Lots 1 to 9 inc. 12, 14 to 19 inc. Block 17 Sub-div of W $\frac{1}{2}$ of SK $\frac{1}{4}$, Sec. 14 & Lot 2 of Sec. 23 being Gulf Shore Manor, embraced in Certificate No. 00659 dated August 1st, 1932.
- Lot 13, Block 17, Sub-div of W $\frac{1}{2}$ of SK $\frac{1}{4}$, Sec. 14 & Lot 2 of Sec. 23 being Gulf Shore Manor, embraced in Certificate No. .00660, dated August 1, 1932.
- Lot 6, Block 18, Sub-div. of W $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec. 14 & Lot 2 of Sec. 23 being Gulf Shore Manor, embraced in Certificate No. .00661, dated August 1, 1932.
- Lot 14, Block 18, S/D of Sec. 14 & Lot 2 of Sec. 23 Tp. 3 S. R 19 W. embraced in Certificate No. 678, dated September 7, 1931.
- Lots 1, 2, 3, 4, Block 19, Sub-div of W $\frac{1}{2}$ of SK $\frac{1}{4}$, Sec. 14 & Lot 2 of Sec. 23 being Gulf Shore Manor, embraced in Certificate No. 00662, dated August 1, 1932.
- Lots 1, 5, 6, 7, 9, Block 20, Sub-div of W $\frac{1}{2}$ of SK $\frac{1}{4}$ Sec. 14 & Lot 2 of Sec. 23 being Gulf Shore Manor, embraced in Certificate No. .00664, dated August 1, 1932.

DEED RECORD
BOOK 22
PAGE 227

Provided, however, that said land shall continue subject and liable for any unpaid taxes thereon.

IN TESTIMONY WHEREOF, By virtue of authority in me vested by Law, and for and on behalf of the State of Florida, I, the undersigned, as Clerk of the Circuit Court for the County and State aforesaid, have executed this deed and have thereunto set my official signature and seal at DeFuniak Springs, in the County of Walton, and State of Florida, this the 5th day of September, A.D. 1938.

(SEAL)

R. B. Underwood.....(SEAL)
Clerk Circuit Court Walton County, Florida

Signed, sealed and delivered in the presence of:

W. T. Ray
Kate Gillis
STATE OF FLORIDA,
COUNTY OF WALTON

On this 5th day of September, A.D. 1938, before me, Wm. T. Ray, a Notary Public, personally appeared R. B. Underwood, Clerk of the Circuit Court in and for the State and County aforesaid, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged the execution thereof to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal the date aforesaid.

(SEAL)

Wm. T. Ray
Notary Public, State of Florida, at Large,
My Commission Expires Sept. 6, 1939.

STATE OF FLORIDA
COUNTY OF WALTON

On this 5th day of September, A.D. 1938, before me R. B. Underwood, Clerk of the Circuit Court in and for the County and State aforesaid, personally appeared Kate Gillis to me known to be one of the subscribing witnesses to the foregoing instrument, who, being duly sworn, deposes and says that R. B. Underwood, Clerk of the Circuit Court in and for County and State aforesaid, to him well known, did, in her presence, sign, seal and deliver the foregoing instrument of writing for the purposes therein mentioned, and that W. T. Ray did in her presence witness the same, and that she and the said other witness did attest the same as witnesses in the presence of each other.

Sworn to and subscribed before me this
the 5th day of September, A.D. 1938.

Kate Gillis

R. B. Underwood (SEAL)
Clerk Circuit Court Walton County

Filed, recorded and verified, this the
10th day of September, A.D. 1938.

R. B. Underwood, Clerk Circuit Court
By *Antonia Rody* Deputy Clerk.

322599

312 663
OFFICIAL RECORDS

FILED
CATHERINE KING
CLERK CIRCUIT COURT
WALTON COUNTY, FLA.

84 SEP 18 PM 4 21

IN THE CIRCUIT COURT IN AND
FOR WALTON COUNTY, FLORIDA
CASE NO. 84-368 CA

A. B. LOWERY and HAROLD L. FOSHEE,

Plaintiffs,

vs.

G. P. MANUS, et al,

Defendants.

SEP 18 1984

FINAL JUDGMENT

THIS CAUSE coming on to be heard upon the Complaint of the plaintiffs herein and default judgment which is found to have been properly entered against all defendants and the Court having heard and considered the issues herein it is the finding of this Court that each of the plaintiffs herein has established their claim of adverse possession as to their respective parcels and entitled to the relief requested herein, it is:

ORDERED AND ADJUDGED:

1. That the plaintiff, Harold L. Foshee, is hereby declared to be the owner in fee simple of the following described real estate in Walton County, Florida, to-wit:

The land lying southerly of Block 17, Gulf Shore Manor Subdivision, Walton County, Florida, extending to the mean high water mark of the Gulf of Mexico, bounded on the west by a southerly extension to the mean high water mark of the westerly line of Lot 13, Block 17 and bounded on the east by a southerly extension to the mean high water mark of the Gulf of Mexico of the easterly line of Lot 9, Block 17, all of the Gulf Shore Manor Subdivision.

That the plaintiff's title to said property be and the same is hereby quieted and confirmed in the said plaintiff against every claim and interest of any and all of the defendants herein as well as the claim of any or all other persons in and to said land.

312 663
OFFICIAL RECORDS

Exhibit 3

312 004

OFFICIAL RECORDS

2. That the plaintiff, A. B. Lowery, is declared to be the owner in fee simple of the following described real estate in Walton County, Florida, to-wit:

That land lying southerly of Lot 10, Block 18 and extending to the Gulf of Mexico bounded on the east by a southerly extension of the east line of said lot to the mean high tide mark and bounded on the west by a southerly extension of the western line of said lot to the mean high tide of the Gulf of Mexico, Gulf Shore Manor Subdivision, AND that land lying southerly of Lot 5, Block 19 and extending to the shoreline of the Gulf of Mexico bounded on the west by a southerly extension of the western boundary line of said Lot 5 to the mean high tide mark of the Gulf and bounded on the east by an extension of the east boundary line of said Lot 5 extending southerly to the Gulf of Mexico, all in Gulf Shore Manor Subdivision, Walton County, Florida.

That the said plaintiff's title to said property be and the same is hereby quieted and confirmed in the plaintiff against every claim and interest of any and all of the defendants herein as well as the claims of any and all other persons in and to said land.

3. That each of the plaintiffs herein do hereby hold title to their respective parcels above set forth by absolute, indefeasible fee simple title free, clear and discharged of all claims, or apparent claims, or interest, or apparent interest, and of all restrictions, conditions and provisions for reversion, and of all rights and titles, or apparent titles, of all of said defendants and any and all other persons, firms or corporations.

DONE AND ORDERED in DeFuniak Springs, Walton County, Florida, this 18 day of September, 1984.

Acting Lewis R. B.
CIRCUIT JUDGE

312 004

OFFICIAL RECORDS

WARRANTY DEED Clk's Rec. Fee 12.50 37 1310
 St. Doc. Stamp Tax 622.50 12.50
 TOTAL \$ 635.00 622.50 Furnished By



402 N. Main St.
 P.O. Box 218
 Crestview, Florida

This Warranty Deed Made the 10 day of APRIL A. D. 19 91 by
 EDWIN LEROY WELLS, DUNCAN ANGUS MCLEAN, J. W. SIBLOOM, JR., & JOHN HELL TURPIN,
 the duly appointed personal representatives in the Estate of A. B. LOWERY,

hereinafter called the grantor, to
 F. LLOYD BLUE, Jr.

whose postoffice address is POST OFFICE BOX 5559 DESTIN, FL 32540
 hereinafter called the grantee:

(Wherever 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)

Witnesseth: That the grantor, for and in consideration of the sum of \$30,000 and other
 valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,
 releases, conveys and confirms unto the grantee, all that certain land situate in WALTON
 County, Florida, viz:

Lots 1, 2, 3 and that part of Lot 4, Block 19, lying North of Walton County Road
 C-30A (70' R/W), GULF SHORE MANOR SUBDIVISION, as recorded in Plat Book 3, at
 Page 28 of the Public Records of Walton County, Florida.

Lot 5, Block 19 GULF SHORE MANOR SUBDIVISION, as recorded in Plat Book 3, at Page
 28 of the Public Records of Walton County, Florida and that land lying Southerly
 of Lot 5, Block 19 and extending to the shoreline of the Gulf of Mexico, bounded
 on the West by a Southerly extension of the Western boundary line of said Lot 5,
 to the mean high tide mark of the Gulf of Mexico, and bounded on the East by the
 extension of the East boundary line of said Lot 5, extending Southerly to the
 Gulf of Mexico, GULF SHORE MANOR SUBDIVISION.

THE PREMISES IN QUESTION IS NOT THE HOMESTEAD OF GRANTORS HEREIN

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, 19 90.

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

Signed, sealed and delivered in our presence:

Ann Andrews Edwin Leroy Wells L.S.
 Witness to Wells EDWIN LEROY WELLS
Carol Thornton Duncan Angus McLean L.S.
 Witness to Wells

STATE OF FLORIDA
 COUNTY OF WALTON

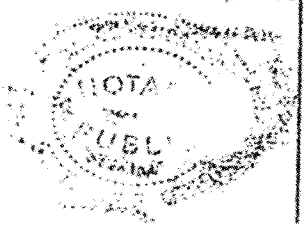
The foregoing instrument was acknowledged before me this 10 day of APRIL, 19 91 by
 EDWIN LEROY WELLS, personal representative of the Estate of A. B. LOWERY,
 deceased

FILED AND RECORDED
 DATE 04/23/91 TIME 15:43

FL 431090 B 744 P 62
 CO:WALTON ST:FL

THIS INSTRUMENT WAS PREPARED BY
 ALLEN A. COOK
 P. O. BOX 218
 CRESTVIEW, FL 32636

CATHERINE KING
 CLERK
 CO:WALTON ST:FL



Carol Thornton
 Notary Public
 My Commission Expires: 3/5/95

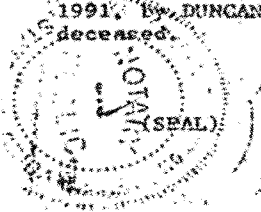
Documentary Tax Pd. \$ 3025.00
 Intangible Tax Pd. \$ _____
 Catherine King, Clerk, Walton County
Pat P...

Ann Anderson
WITNESS AS TO MCLEAN
Carel Horton
WITNESS AS TO MCLEAN

Duncan Angus McLean
DUNCAN ANGUS MCLEAN

STATE OF FLORIDA
COUNTY OF Walton

The foregoing instrument was acknowledged before me this 10th day of April, 1991, by DUNCAN ANGUS MCLEAN, personal representative of the Estate of A. B. LOWERY, deceased.

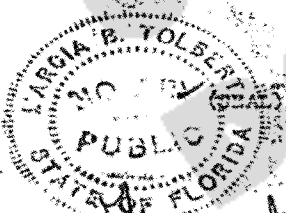


Carel Horton
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3/5/95

James H. White, Jr.
WITNESS AS TO SILCOX
Ann Anderson
WITNESS AS TO SILCOX
S. W. Silcox, Jr.
S. W. SILCOX, JR.

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 10 day of April, 1991, by J. W. SILCOX, JR., personal representative of the Estate of A. B. LOWERY, deceased.

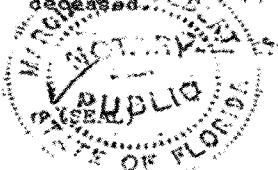


Marcia B. Salbert
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3/5/95

Ann Anderson
WITNESS AS TO TURPIN
John Nell Turpin
JOHN NELL TURPIN
Marcia B. Salbert
WITNESS AS TO TURPIN

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 10 day of April, 1991, by JOHN NELL TURPIN, personal representative of the Estate of A. B. LOWERY, deceased.



Marcia B. Salbert
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3/5/95

FL 431090 B 744 P 63
CO:WALTON ST:FL

19.00
.50



Doc. _____
Rec. _____
Total _____

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF Walton

KNOW ALL MEN BY THESE PRESENTS: That EDWIN LEROY WELLS, DUNCAN ANGUS MCLEAN, J. W. SILCOX, JR. & JOHN NELL TURPIN, the duly appointed personal representatives in the Estate of A. B. Lowery, deceased, **Grantor**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged, do remise, release, and quit claim unto F. LLOYD BLUE, JR. and CHRIS E. CADENHEAD

whose mailing address is: POST OFFICE BOX 5559, DESTIN, FL 32540 Grantee*
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Walton, State of Florida, to-wit:

AS CONTAINED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THIS INSTRUMENT WAS PREPARED BY
ALLEN E. COOK
P.O. BOX 1218
CRESTVIEW, FLA 32536

Documentary Tax Pd. \$ 55
Intangible Tax Pd. \$ _____
Catherine King, Clerk, Walton County
By: Pat Price D. C.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining, free from all exemptions and rights of homestead.

*Wherever used herein, the term "grantor/grantors" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on

this _____ day of APRIL 1991
Signed, sealed and delivered
in the presence of:

Edwin Leroy Wells (SEAL)
EDWIN LEROY WELLS

Allen E. Cook
Witness as to Wells

_____ (SEAL)

Edward E. McNew
Witness as to Wells

_____ (SEAL)

STATE OF FLORIDA
COUNTY OF WALTON

_____ (SEAL)

Before me the subscriber personally appeared

EDWIN LEROY WELLS

FILED AND RECORDED
DATE 04/29/91 TIME 11:55

known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that, as grantor, executed the same for the uses and purposes therein set forth.

CATHERINE KING CLERK
CO:WALTON ST:FL
FL 431311 B 745 P 121
CO:WALTON ST:FL

Given under my hand and seal on APRIL 25th 1991

(SEAL)

Carol Herston
Notary Public
My Commission Expires: 3/5/95

Exhibit 5

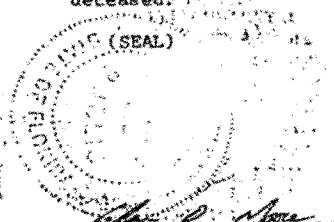
[Signature]
 Witness as to McLean

Edward E. McKew
 Witness as to McLean

Duncan Angus McLean
 DUNCAN ANGUS MCLEAN

State of Florida
 County of Walden

The foregoing instrument was acknowledged before me this 25th day of April, 1991 by DUNCAN ANGUS MCLEAN, personal representative of the Estate of A. B. LOWERY, deceased.



Carol Thornton
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 3/5/95

[Signature]
 Witness as to Silcox

[Signature]
 Witness as to Silcox

[Signature]
 W. SILCOX, JR.

State of Florida
 County of [Signature]

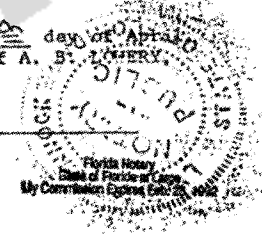
The foregoing instrument was acknowledged before me this 25th day of April, 1991 by J. W. SILCOX, JR., personal representative of the Estate of A. B. LOWERY, deceased.

(SEAL)

[Signature]
 Witness as to Turpin

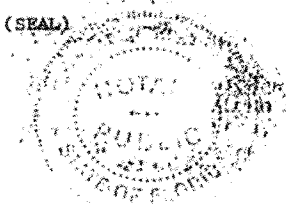
[Signature]
 Witness as to Turpin

[Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES:



State of Florida
 County of Walden

The foregoing instrument was acknowledged before me this 25th day of April, 1991 by JOHN NELL TURPIN, personal representative of the Estate of A. B. LOWERY, deceased.



Carol Thornton
 NOTARY PUBLIC
 MY COMMISSION EXPIRES:
 3/5/95

FL 431311 B 745 P 122
 CO:WALTON ST:FL

EXHIBIT "A"

The following described parcels together with all claims, if any, arising out of the ownership of the following described parcels.

DESCRIPTION:

A PARCEL OF LAND LYING IN FRACTIONAL SECTION 23, TOWNSHIP 3 SOUTH, RANGE 10 WEST, WALTON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD C-30A (70' R/W) AND THE EAST LINE OF LOT 5, BLOCK 19, GULF SHORE MANOR SUBDIVISION, AS RECORDED IN PLAT BOOK 3, AT PAGE 28, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA; THENCE GO SOUTH 02°41'55" WEST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 49.89 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE GO ALONG THE EASTERLY LINE OF SAID LOT 5 THE FOLLOWING FOUR (4) CALLS: (1) THENCE GO ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 32.00 FEET (CH. = 30.50', CH. BRG. = S 33°15'25" W) TO A POINT OF REVERSE CURVATURE; (2) THENCE GO ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET, AN ARC DISTANCE OF 103.73 FEET (CH. = 100.25', CH. BRG. = S 38°01'32" W) TO A POINT OF REVERSE CURVATURE; (3) THENCE GO ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.87 FEET (CH. = 44.93', CH. BRG. = S 60°45'46" W) TO A POINT OF CUSP; (4) THENCE GO SOUTH 02°41'55" WEST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 5, A DISTANCE OF 419 FEET, MORE OR LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE MEASURER EASTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 114 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF SOUTH 02°41'55" WEST; THENCE DEPARTING SAID MEAN HIGH WATER LINE GO NORTH 02°41'55" EAST, A DISTANCE OF 673 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1.25 ACRES, MORE OR LESS.



DESCRIPTION:

A PARCEL OF LAND LYING IN FRACTIONAL SECTION 23, TOWNSHIP 3 SOUTH, RANGE 10 WEST, WALTON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 10, BLOCK 19, GULF SHORE MANOR SUBDIVISION, AS RECORDED IN PLAT BOOK 3, AT PAGE 28, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA; THENCE GO NORTH 87°21'09" WEST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 170.19 FEET TO THE POINT OF BEGINNING; THENCE RETRACING LINE LAST RUN GO SOUTH 87°21'09" EAST, A DISTANCE OF 69.85 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LOT 10, SAID POINT ALSO BEING ON A CURVE, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 115.00 FEET; THENCE GO ALONG THE WESTERLY LINE OF SAID LOT 10 THE FOLLOWING FOUR (4) CALLS: (1) THENCE GO SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 34.44 FEET (CH. = 34.31', CH. BRG. = S 05°52'38" E) TO THE POINT OF TANGENCY; (2) THENCE GO SOUTH 02°41'55" WEST, A DISTANCE OF 62.20 FEET TO A POINT OF CURVATURE; (3) THENCE GO ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 38.40 FEET (CH. = 38.63', CH. BRG. = S 33°58'48" E) TO A POINT OF CUSP; (4) THENCE GO SOUTH 02°41'55" WEST ALONG A SOUTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID LOT 10, A DISTANCE OF 390 FEET, MORE OR LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE MEASURER WESTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 98 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF SOUTH 02°41'55" WEST; THENCE DEPARTING SAID MEAN HIGH WATER LINE GO NORTH 02°41'55" EAST, A DISTANCE OF 496 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1.06 ACRES, MORE OR LESS.



FL 431311 B 745 P 123
CO:WALTON ST:FL

Return to: CHRIS CADENHEAD, ESQUIRE This document prepared by: CHRIS CADENHEAD, ESQUIRE Rec \$ 10.50 Doc \$.55
420 E. PINE AVE.
CRESTVIEW, FL 32536
 Property Appraiser's Parcel I.D. # _____

This Warranty Deed Made the 30th day of April A.D. 19 91 by
CHRIS CADENHEAD, as his separate and non-homestead property
 hereinafter called the grantor, to

LLOYD BLUE DEVELOPMENT, INC.
 whose postoffice address is P. O. BOX 5559, DESTIN, FL 32540
 hereinafter called the grantee;
 whose social security number is _____

(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.)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in WALTON County, Florida, viz:

****SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT "A"*****

Subject to Restrictions, Reservations and Easements of record, if any.

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

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

And the grantor hereby covenants with said grantee that 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, 19 90.

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

Signed, sealed and delivered in our presence:

[Signature]
 Witness
Jane S. Rose
 Witness

[Signature] L.S.
CHRIS CADENHEAD
 L.S.

FILED AND RECORDED
 DATE 06/10/91 TIME 12:11

CATHERINE KING CLERK
 CO:WALTON ST:FL

FL 433032 B 755 P 82
 CO:WALTON ST:FL

Documentary Tax Pd. \$.55

Intangible Tax Pd. _____

Catherine King, Clerk, Walton County

By [Signature] O.C.

For Records Use

STATE OF FLORIDA
 COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **CHRIS CADENHEAD**, as his separate and* to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same. *non-homestead property
 WITNESS my hand and official seal in the County and State last aforesaid

this 30th day of April AD 1991

Jane S. Rose
 Notary Public

My Commission Expires:
2-23-92

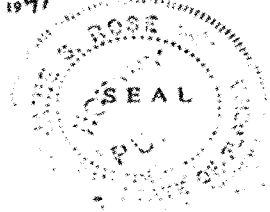


Exhibit 6

Lot 10, Block 18, GULF SHORE MANOR SUBDIVISION, as recorded in Plat Book 3, at Page 28, of the Public Records of Walton County, Florida and that land lying southerly of Lot 10, Block 18 and extending to the Gulf of Mexico bounded on the east by a southerly extension of the east line of said lot to the mean high tide mark, and bounded on the west by a southerly extension of the western line of said lot to the mean high tide mark of the Gulf of Mexico, Gulf Shore Manor Subdivision.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land lying in fractional Section 23, Township 3 South, Range 19 West, Walton County, Florida, being more particularly described as follows:

Commence at a found 1/2 inch square iron rod marking the northeast corner of Block 18, GULF SHORE MANOR SUBDIVISION, as recorded in Plat Book 3, at Page 28, of the Public Records of Walton County, Florida; thence go South 02°41'55" West along the east line of said Block 18, a distance of 364.57 feet to a point of the southerly right-of-way line of county road C-30A (100' R/W); thence continue South 02°41'55" West along said East line, a distance of 212.43 feet to the southerly line of said Block 18; thence go North 70°39'30" West along the southerly line of said block, a distance of 104.37 feet; thence departing said southerly line, go south 02°41'55" West, a distance of 2.98 feet to the Point of Beginning; thence go North 87°21'09" West, a distance of 73.81 feet; thence go South 02°41'55" West, a distance of 365 feet, more or less, to a point on the mean high water line of the Gulf of Mexico; thence meander southeasterly along said mean high water line, a distance of 86 feet, more or less, to a Point of intersection with a line passed through the Point of Beginning and having a bearing of South 02°41'55" West; thence departing said mean high water line, go North 02°41'55" east, a distance of 408 feet, more or less, to the Point of Beginning. Said parcel of land contains 0.66 acres, more or less.

FL 433032 B 755 P 83
CO:WALTON ST:FL

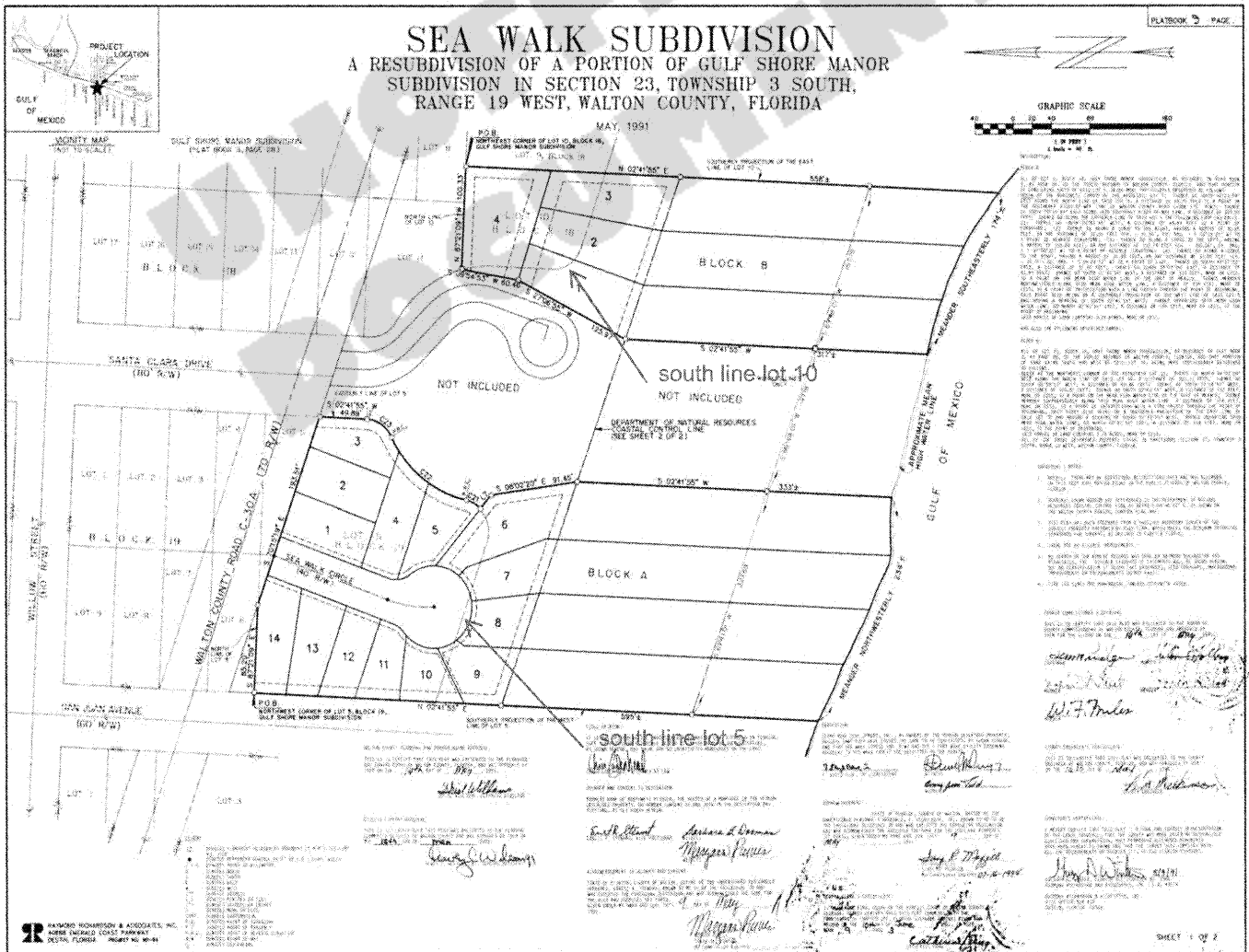
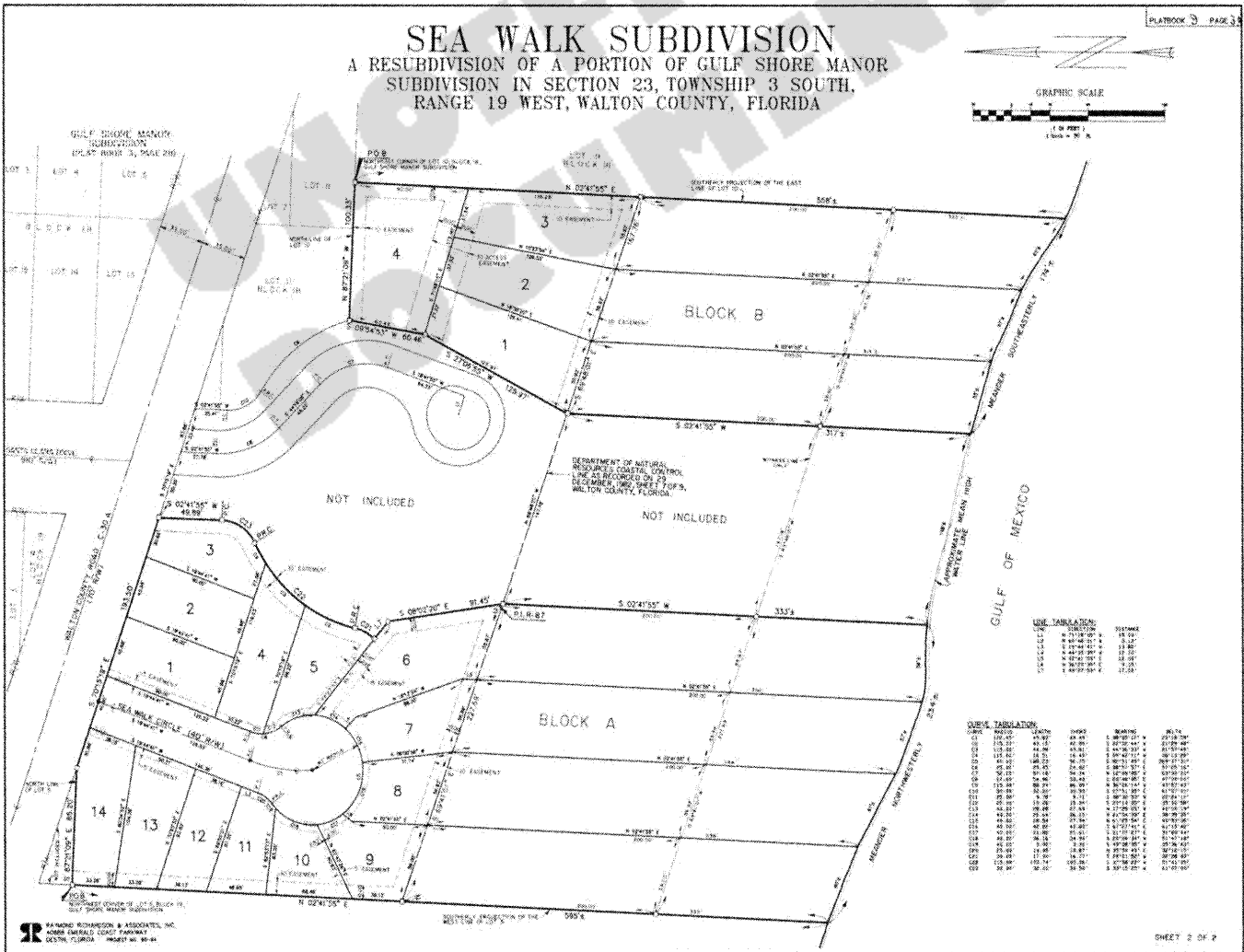


Exhibit 7



\$6.60

WARRANTY DEED

THIS WARRANTY DEED, made this 29th day of June, 1992 by LLOYD BLUE DEVELOPMENT, INC., whose post office address is P. O. Box 5559, Destin, Fl 32540 called the "grantor", to CHRIS CADENHEAD, whose post office address is 420 E. Pine Ave., Crestview 32536 hereafter called the "grantee":

WITNESSETH: That the grantor, for in consideration of the sum of Ten Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Walton County, Florida, viz:

Parcel Identification No. 23-35-19-25100-000-000

Lot 1, Block B, SEA WALK SUBDIVISION, according to Plat thereof recorded in Plat Book 9, Page 3, of the Public Records of Walton County, Florida.

Subject to Restrictions, Reservations and Easements of record.

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 it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it 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 to all encumbrances, except taxes accruing subsequent to December 31, 1991.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed in the presence of:

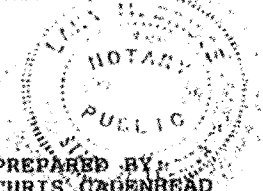
Lana M. Bridge
LANA BRIDGE
Cindy King
CINDY KING

LLOYD BLUE DEVELOPMENT, INC.

F. Lloyd Blue, Jr.
F. LLOYD BLUE, JR. PRESIDENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 29th day of June, 1992 by F. LLOYD BLUE, JR. PRESIDENT OF LLOYD BLUE DEVELOPMENT, INC., a Florida Corporation, who is personally known to me and who did not take an oath.



Lana M. Bridge
NOTARY PUBLIC
LANA M. BRIDGE
My Commission expires:
JUNE 1995
STATE OF FLORIDA
SIGNED AND SEEALED THIS 29th DAY OF JUNE, 1992.

PREPARED BY:
CHRIS CADENHEAD
Attorney at Law
420 E. Pine Ave.
Crestview, FL 32536

FILED AND RECORDED
DATE 07/20/92 TIME 08:53

CATHERINE KING CLERK
CO:WALTON ST:FL

FL 450159 B 875 P 303
CO:WALTON ST:FL

DOC STAMPS .60
INTANG TAX .00
RECORD VERIFIED
BY Catherine King DC

Exhibit 8

\$6.00
1295.00 C.C.

WARRANTY DEED

THIS WARRANTY DEED, made this 10th day of September, 1992 by CHRIS CADENHEAD, as his separate and non-homestead property, whose post office address is 420 E. Pine Ave., Crestview, Fl 32536 hereinafter called the "grantor", to TERRY THOMAS SCHANSMAN, whose post office address is Rt. 2 Box 300, Lacey Springs, AL 35754 hereinafter called the "grantee":

WITNESSETH: That the grantor, for in consideration of the sum of Ten Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Walton County, Florida, viz:

Parcel Identification No. 23-35-19-25100-000-000

Lot 1, Block B, SEA WALK SUBDIVISION, according to Plat thereof recorded in Plat Book 9, Page 3, of the Public Records of Walton County, Florida.

Subject to Restrictions, Reservations and Easements of record.

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 it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it 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 to all encumbrances, except taxes accruing subsequent to December 31, 1991.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed in the presence of:

Lana M. Bridge
LANA M. BRIDGE
Cindy King
CINDY KING

Chris Cadenhead
CHRIS CADENHEAD

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 10th day of October, 1992 by CHRIS CADENHEAD, who is personally known to me and who did not take an oath.



Lana M. Bridge
NOTARY PUBLIC
LANA M. BRIDGE
My Commission Expires 10/15/94
NOTARY PUBLIC STATE OF FLORIDA

PREPARED BY
CHRIS CADENHEAD
Attorney at Law
420 E. Pine Ave.
Crestview, FL 32536

FILED AND RECORDED
DATE 09/14/92 TIME 14:05
CATHERINE KING CLERK
CO:WALTON ST:FL

FL 452749 B 896 P 247
CO:WALTON ST:FL

DOC STAMPS 1,295.00
INTANG TAX .00

RECORD VERIFIED
BY Sail Miller DC

Exhibit 9

This instrument was prepared by:
Gerald L. Brown, of
WELLS, BROWN & BRADY, P.A.
601 South Palafox Street
Pensacola, Florida 32501
(904) 432-7646

FILED AND RECORDED
DATE 02/24/95 TIME 13:19

FL 499556 B 1247 P 39
CO:WALTON ST:FL

CATHERINE KING CLERK
CO:WALTON ST:FL

DOC STAMPS .70
INTANG TAX .00

RECORD VERIFIED
BY Laurie Pippin DC

STATE OF FLORIDA
COUNTY OF WALTON

WARRANTY DEED

This indenture made this 21st day of February, 1995 between TERRY THOMAS SCHANSMAN, party of the first part, whose address is 800 Bay Drive, #14, Niceville, FL 32578, and whose FIN is 136-32-0891, and TERRY THOMAS SCHANSMAN and KAREN DUMFORD BASS SCHANSMAN, Husband and Wife, whose address is 800 Bay Drive, #14, Niceville, FL 32578, and whose FIN is 136-32-0891, party of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ten dollars and other good and valuable consideration, to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, to wit:

Lot 1, Block B, Sea Walk Subdivision, according to Plat thereof recorded in Plat Book 9, Page 3, of the Public Records of Walton County, Florida.

Parcel Identification No. 23-3S-19-25100-000-000

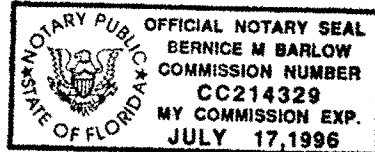
And the party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed and delivered in the presence of:

Anna W. Jähren
Print: ANNA W. JÄHREN

Terry Thomas Schansman
TERRY THOMAS SCHANSMAN

Bernice M. Barlow
Print: BERNICE M. BARLOW

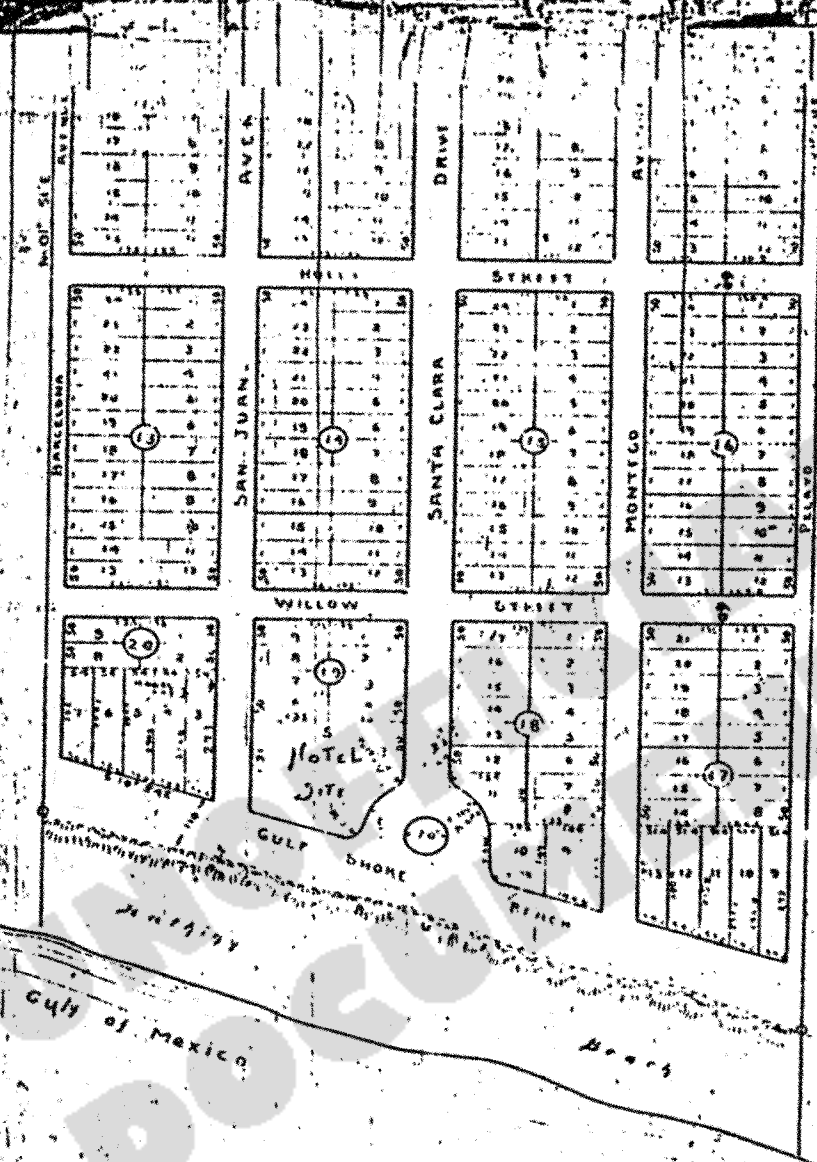


STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of February, 1995 by TERRY THOMAS SCHANSMAN, who is personally known to me or who has produced N/A as identification.

Bernice M. Barlow (SEAL)

Exhibit 10



GULF SHORE MANOR

BEING THE W 1/2 OF THE SE 1/4 SEC 14 AND LOT 2, FRAC SEC 23 T18, R18 W, WALTON COUNTY, FLORIDA.

PROMISED PLAT MADE FOR E. P. MAHON.
RECORDED IN DEED BOOK PAGE RECORDS OF WALTON COUNTY, FLORIDA.

MONUMENTS AT CORNERS MARKED THUSBY © CORNER. ALL LINES & ANGLES ARE TRUE AND DETERMINED BY ASTRONOMICAL SIGHTS.
SCALE ONE INCH = 200 FEET DATE 10 JULY 1925

P. D. NAUGLE
ENGINEER, FORT LAUDERDALE, FLORIDA

I hereby certify that the above and foregoing Map or Plat is the original instrument as filed for record at 8 o'clock A.M. on the 17th day of July, A. D. 1925

Vol. 63 - Page 603 -

D. W. ...
Clerk Circuit Court

12
13

STRECKENKALENDER
1900

1. JANUAR 2. JANUAR 3. JANUAR 4. JANUAR

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5. JANUAR 6. JANUAR 7. JANUAR 8. JANUAR

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9. JANUAR 10. JANUAR 11. JANUAR 12. JANUAR

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13. JANUAR 14. JANUAR 15. JANUAR 16. JANUAR

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17. JANUAR 18. JANUAR 19. JANUAR 20. JANUAR

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21. JANUAR 22. JANUAR 23. JANUAR 24. JANUAR

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25. JANUAR 26. JANUAR 27. JANUAR 28. JANUAR

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29. JANUAR 30. JANUAR 31. JANUAR

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13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	



UNOFFICIAL DOCUMENT

SHIRLEY SCHROEDER MEXICO

I hereby certify that the above and foregoing Map or Plat is the original instrument as filed for record at 8 o'clock A.M. on the 17th day of July, A. D. 1925.

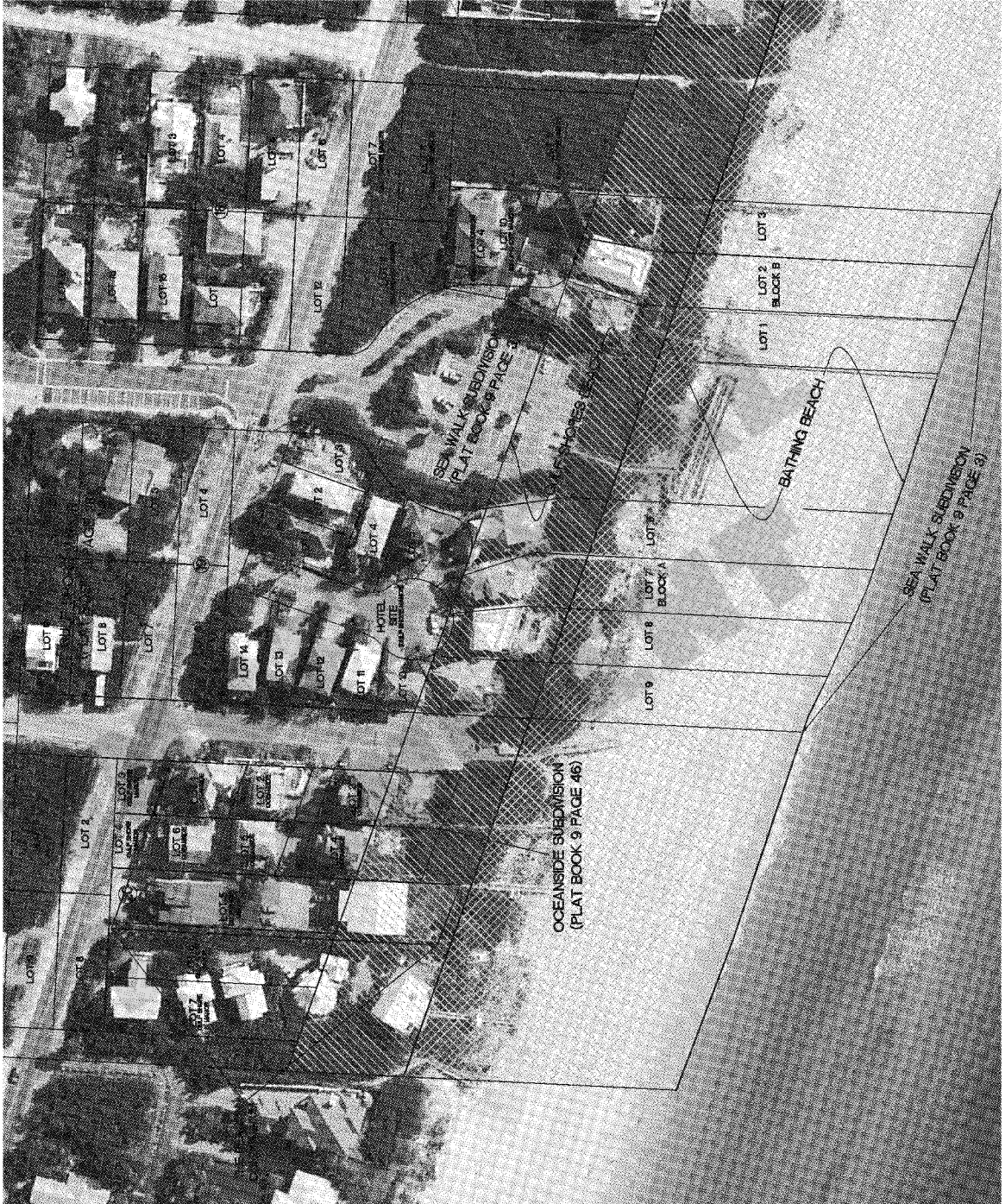
VOL 63 - Page 603 -

M. J. Mountain
Clerk Circuit Court.



DEMONSTRATIVE DRAWING

BEING A PORTION OF SECTION 14, TOWNSHIP 3-SOUTH,
RANGE 9-WEST, WALTON COUNTY, FLORIDA
AUGUST 29, 2019



Subject Property depicting overlay of Gulf Shore Beach and Bathing Beach

Coastal Resources claims record title ownership of the area identified as Gulf Shore Beach and Bathing Beach

A portion of Plaintiff's improvements are constructed within the area identified as Gulf Shore Beach

SCALE T-30
JOB NUMBER B-1904-8



Exhibit 12



THIS DRAWING IS FOR INFORMATIONAL PURPOSES AND IS NOT TO BE USED AS A BOUNDARY SURVEY.

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYORS
FLORIDA LICENSE NO. 11417
1000 W. 12TH AVENUE, SUITE 100
GAINESVILLE, FL 32609
TEL: 352-349-1111
FAX: 352-349-1112

RESOLUTION

1978-16

WHEREAS, the Board of County Commissioners of Walton County, Florida, has been requested by A. B. Lowery, H. H. McCallum, George Dickenson, and Willis Kennedy, to renounce and disclaim any right of the county and public in and to portions of the property in Gulf Shore Manor Subdivision lying between their lots and the Gulf of Mexico, a plat of said subdivision being recorded in Deed Book 63 at page 603 of the records of Walton County, Florida, and

WHEREAS, public notice has been published in the local newspaper and a copy of said notice has been posted on the property affected, and

WHEREAS, no objections have been heard opposing said renunciation and disclaimer,

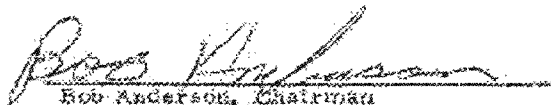
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Walton County, Florida, that any right of the county and the public in and to the following property designated on said plat, to-wit:

All property lying between the Gulf of Mexico and Blocks 17, 18, 19, and 20 of Gulf Shore Manor Subdivision, including a strip designated as "Gulf Shores Beach" and a strip designated as "Bathing Beach" according to the plat of Gulf Shore Manor recorded in Deed Book 63 at Page 603, records of Walton County, Florida,


be, and the same is hereby, renounced and disclaimed.

BE IT FURTHER RESOLVED that notice of adoption of this resolution shall be published one time, within thirty (30) days following its adoption, in the local newspaper. Proof of publication of the notice of the adoption of said resolution shall be recorded in the Official Records of Walton County, Florida.

ADOPTED this 28th day of March, A. D. 1978.


Bob Anderson, Chairman

Attest:


Philip A. Anderson, Clerk

(5a1)

Exhibit 13

Filing # 54517740 E-Filed 03/31/2017 06:59:28 PM

CERTIFIED A TRUE COPY
11.16 2017
ALEX ALFORD
CLERK OF COURTS &
COUNTY COMPTROLLER
WALTON COUNTY, FLORIDA

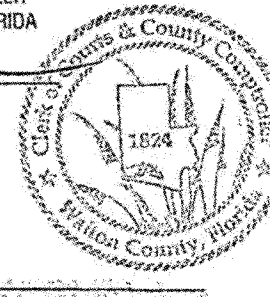
IN THE CIRCUIT COURT FOR WALTON COUNTY, FLORIDA

IN RE: ESTATE OF

MILDRED FELDMAN
Deceased.

File No. 2017 CP _____
Division Probate

BY: *[Signature]*
DEPUTY CLERK



PETITION FOR ADMINISTRATION
(intestate Florida resident - single petitioner)

Petitioner, Peter Howard (a Georgia Attorney), alleges:

1. Petitioner has an interest in the above estate as Petitioner is a Georgia Attorney and holder of a quit claim deed from the Sole Heir of this estate of all property owned by decedent at the time of her death. Petitioner's address is P.O. Box 4804, Santa Rosa Beach, Florida 32459, and the name and office address of petitioner's attorney are set forth at the end of this petition.

2. Decedent, Mildred Feldman, whose last known address was *(circa 1930) 732 Mulford Street, Chicago, Illinois, and, if known, whose age was (approximately) 30 to 34 and the last four digits of whose social security number are xxx-xx-xxxx, died between July 22, 1930 and December 31, 1934, at unknown location. On the date of death, decedent was domiciled in Chicago, Illinois. (The exact date of decedents death is not specifically known at the time of filing of this petition, but petitioner attaches other supporting documentation as exhibit "A" which supports that decedent died intestate sometime between July 22, 1930 and December 31, 1934). (please see attached marriage certificate, labelled Ex. A, and 1940 U.S. Census, labelled as Ex. B). (decedents husband, declared he was a widower beginning in 1935).

3. The petitioner prior to hiring the undersigned searched numerous online genealogy type websites to locate a death certificate or date of death of Mildred Feldman. The undersigned counsel attempted to search the Social Security Death Master File (index), but determined that the Social Security administration was not created until August 1935 and that the records contained within the Social Security Death Master File (index) only date back to 1936.

4. Petitioner, by and through the undersigned counsel request that this honorable court issue an order stating that petitioner does not have to file a death certificate in this case.

5. So far as is known, the names of the beneficiaries of this estate and of the

decedent's surviving spouse, if any, their addresses and relationships to decedent, and the years of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	YEAR OF BIRTH
George Manus Singh	2122 Jackson Street La Crosse, Wisconsin 54601	Spouse	Adult

6. Venue of this proceeding is in this county because decedent owned real property located in Walton County, Florida at the time of her death.

7. Peter Howard, whose address is P.O. Box 4804, Santa Rosa Beach, Florida 32459, is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate and is entitled to preference in appointment as personal representative because he is the holder of a quit claim deed from the Sole Heir of this estate of all property owned by decedent at the time of her death located in Walton County, Florida. Peter Howard was also granted a limited Power of Attorney by the sole Heir, George Manus Singh, and given specific authorization to bring this probate action. (Copy of the POA is attached as Ex. C).

8. The nature and approximate value of the assets in this estate are:

NATURE OF ASSETS	APPROXIMATE VALUE
all undistributed real property located in Walton County received via deed from John J. Sullivan dated April 3, 1924, and recorded in the official records book of Walton County at: Book 63, Pages 157 and 158.	\$ Unknown

9. This estate will not be required to file a federal estate tax return.

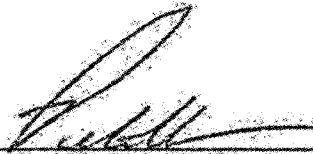
10. After the exercise of reasonable diligence, petitioner is unaware of any unrevoked wills or codicils of decedent.

11. Domiciliary or principal probate proceedings are not known to be pending in another state or country.

Petitioner requests that Peter Howard be appointed personal representative of the estate of the decedent.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on this 31st day of March, 2017.



Peter Howard, Petitioner

/s/ A Wayne Williamson, Esquire

Attorney for Petitioner

Florida Bar Number: 0115002

P.O. Box 1248, Santa Rosa Beach, FL 32459

Ph: (850) 685-3091 / Fax: (850) 546-6130

E-Mail: wayne@waynewilliamsonlaw.com

UNOFFICIAL
DOCUMENT

Inst. #20170031557 Bk: 3053 Pg: 463 Recorded: 9/25/2017 4:05 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: \$18.50 Doc Stmp-D: \$0.70 Deputy Clerk HAMON

Williamson Law Firm, LLC

P.O. Box 1248
Santa Rosa Beach, FL 32459

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made on this 16th day of March 2017 by **George Manus Singh**, son, sole heir and only descendant of Irene Manus Singh Nicolopoulous (deceased July 3, 2001 - Chicago, IL) daughter, sole heir and only descendant of George Peter Manus (deceased February 25, 1981 - Chicago, IL) (developer and plat signor of Gulf Shore Manor plat filed July 17, 1925 Walton County, Florida) and his wife Maria Ganas Manus (deceased Oct. 23, 1991 Chicago, IL) and sole heir of Mildred Feldman, by virtue of marriage, owner of Gulf Shores Manor by warranty deed from John J. Sullivan, recorded April 21, 1924, in Deed Book 63, Page 157, Public Records of Walton County, Florida (Married George Peter Manus July 22, 1930 Cook County, IL, Marriage License Number BAC264E6-6092-476A-90C7-2F2A01630542 (deceased circa 1934 Chicago, IL without lineal descendants) (**Grantor**), whose address is 2122 Jackson Street, La Crosse, WI 54601, to **Gulf Shore South Association, LLC, a Florida limited liability company, (Grantee)**, whose address is P.O. Box 4804, Santa Rosa Beach, FL 32459.

WITNESSETH, that Grantors, for and in consideration of the sum of \$10.00, and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quit claims to Grantee and Grantee's heirs, executors, administrators, and assigns forever the right, title, and interest of Grantor in the following described land situated in Walton County, Florida:

All the real property received from John J. Sullivan by warranty deed from John J. Sullivan, recorded April 21, 1924, in Deed Book 63, Page 157 of the Public Records of Walton County, Florida less and accept any real property conveyed by Mildred Feldman.

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. Said property is not the homestead of the Grantor under the laws and constitution of the state of Florida.

[SIGNATURE PAGE TO FOLLOW]

Exhibit 15

Quit Claim Deed

In Witness Whereof, said Grantor has caused this instrument to be signed and sealed the day and year first above written.

Signed in the presence of:

GRANTOR:

Cynthia M. Hatch
Print Name: Cynthia M. Hatch

George Manus Singh
George Manus Singh

Jill C. Frang
Print Name: Jill C Frang

STATE OF Wisconsin
COUNTY OF LaCrosse

The foregoing instrument was acknowledged before me by **George Manus Singh**, who identified this instrument as a Quit Claim Deed, and who signed the instrument willingly.

Personally Known _____ OR Produced Identification X

Type of Identification Produced: Wis. Drivers License

Witness my hand and seal this 16 day of March 2017.

Ellen M. Ridger
Name: Ellen M. Ridger
Notary Public -- State of ~~Florida~~ Wisconsin
My Commission Expires: 12-08-2018
Affix Seal:

Quit Claim Deed

Inst. #20180021597 Bk: 3077 Pg: 4689 Recorded: 6/28/2018 3:38 PM Alex Alford Clerk of Courts, Walton County, Florida
 Rec Fees: \$44.00 Doc Stmp-D: \$0.70 Deputy Clerk MATTHEWS

**WARRANTY DEED TO TRUSTEE UNDER THE
 COASTAL RESOURCES LAND TRUST NO. 5**

THIS WARRANTY DEED made the 25th day of June, 2018 by GULF SHORE SOUTH ASSOCIATION, LLC, a Florida limited liability company, and whose address is P.O. Box 80, Santa Rosa Beach, FL 32459 (the "Grantor"), to WSLT, LLC, a Florida limited liability company, as Trustee under the Coastal Resources Land Trust No. 5 dated June 25, 2018, and whose address is 5410 E. Co. Hwy., 30-A, Suite 201, Seagrove Beach, FL 32459 (the "Trustee") with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situated in Walton County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference incorporated herein (the "Property").

This conveyance is subject to:

1. Taxes and Assessments for the year 2017 and subsequent years.
2. Zoning and other governmental regulations.

TO HAVE AND TO HOLD the Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the afore referenced Land Trust (the "Trust Agreement").

Full power and authority is hereby granted to the Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the Property or any part hereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide or re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the property, or any part thereof, to lease the Property, or any part thereof, from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the Property, or any part thereof, for other real or personal property, to submit the Property or any part thereof to condominium, to place restrictions on the Property or any part thereof, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the Property or any part thereof and to deal with the Property and every part 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, whether similar to or different from the ways above specified, at any time or times hereafter. The Trustee is specifically granted and given the power and authority to manage, control and operate said real estate, to collect the rents, issues and profits, to pay all expenses thereby incurred, and in

Coastal Resources Land Trust No. 5

Initials JFL

1

Exhibit 16

addition, to manage and operate any business that may now or hereafter be operated and maintained on said real estate, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes, 1988 and any subsequent revisions, amendments or modifications thereof.

In no case shall any party dealing with the Trustee in relation to the Property or to whom the Property or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see the application of any purchase money, rent or money borrowed or advanced on the Property, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (1) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (2) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (3) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (4) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are Co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing. A Trustee may be removed from power by the Holder of the Power of Direction named in the Trust Agreement, which specifically includes the power to remove Trustees and successor Trustees without cause, and to name successor Trustees. The appointment shall be proven by a Declaration of Appointment, recorded in the public records of the county in which the Property is located, signed by both the former Trustee and the newly appointed successor Trustee or Trustees, and must be acknowledged in the manner provided for acknowledgment of deeds. If there are Co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the Property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligations 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 representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the 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 the 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 the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations 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 the beneficiary under this Deed and under the Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

A certificate signed by any Trustee or any Successor Trustee under the Trust Agreement and acknowledged by it/him/her before a notary public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate representing the terms of the Trust Agreement and the identity of the Trustees who from time

Coastal Resources Land Trust No. 5

Initials

2

to time are serving under it.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as Trustee under the Trust Agreement or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the Property which the Trustee holds under the Trust Agreement.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has set its/his/her hand and seal this 25th day of June, 2018.

WITNESSES:

Barbara J. Chavez
Print Name: Barbara J. Chavez

GULF SHORE SOUTH ASSOCIATION, LLC a Florida limited liability company.

Donna Whittemore
Print Name: Donna Whittemore

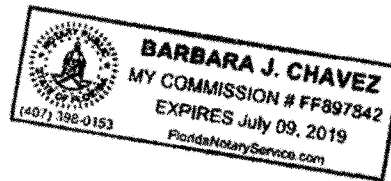
Seleta Howard
By: Seleta Howard
Its: Manager

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 25th day of June, 2018 by Seleta Howard, as Manager of GULF SHORE SOUTH ASSOCIATION, LLC a Florida limited liability company, who is personally known to me or who has produced a _____ as identification.

Barbara J. Chavez
Notary

SEAL



Coastal Resources Land Trust No. 5

Initials: js

EXHIBIT A

That real property located in Walton County, Florida and more particularly described as follows:

All the real property received from John J. Sullivan by warranty deed from John J. Sullivan, recorded April 21, 1924, in Deed Book 63, Page 157 of the Public Records of Walton County, Florida less and accept any real property conveyed by Mildred Feldman.

LESS & EXCEPT THE FOLLOWING PROPERTIES:

LESS & EXCEPT: THAT REAL PROPERTY REFERENCED IN THAT DEED RECORDED AT **BOOK 3073 PAGE 1828** OF THE OFFICIAL RECORDS OF WALTON COUNTY, FLORIDA, MORE PARTICULARLY DISCRIBED AS:

PARCEL 1: PORTION OF GULF SHORE BEACH:

COMMENCE AT A 1/2" CAPPED IRON ROD (LB 7584), SAID POINT BEING THE SOUTHEAST CORNER OF LOT 9, BLOCK 18, GULF SHORE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 28, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 02°46'39" WEST, A DISTANCE OF 114.83 FEET TO A POINT; THENCE NORTH 70°32'32" WEST, A DISTANCE OF 104.21 FEET TO A POINT; THENCE NORTH 02°46'39" EAST, A DISTANCE OF 114.83 FEET TO A 1/2" CAPPED IRON ROD (LB 7584), SAID POINT BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 18, GULF SHORE MANOR; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, BLOCK 18, SOUTH 70°32'32" EAST, A DISTANCE OF 104.21 FEET TO THE POINT OF BEGINNING.

PARCEL 2: A PORTION OF BATHING BEACH:

COMMENCE AT A 1/2" CAPPED IRON ROD (LB 7584), SAID POINT BEING THE SOUTHEAST CORNER OF LOT 9, BLOCK 18, GULF SHORE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 28, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, THENCE SOUTH 02°46'39" WEST, A DISTANCE OF 114.83 FEET TO A POINT, SAID POINT BEING THE SOUTHERN BOUNDARY OF GULF SHORE BEACH ALSO BEING THE NORTH BOUNDARY OF A BATHING BEACH AND THE POINT OF BEGINNING; THENCE SOUTH 02°46'39" WEST, A DISTANCE OF 18.71 FEET TO A POINT; THENCE NORTH 70°32'32" WEST, A DISTANCE OF 104.20 FEET TO A POINT; THENCE NORTH 02°46'39" EAST, A DISTANCE OF 18.71 FEET TO A POINT; THENCE SOUTH 70°32'32" EAST, A DISTANCE OF 104.20 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT: THAT REAL PROPERTY REFERENCED IN THAT DEED RECORDED AT **BOOK 3077 PAGE 4140** OF THE OFFICIAL RECORDS OF WALTON COUNTY, FLORIDA, MORE PARTICULARLY DISCRIBED AS:

COMMENCE AT A 4"x 4" CONCRETE MONUMENT (PLAIN), SAID POINT BEING THE NORTHWEST CORNER OF JASMINE DUNE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 34, PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID PLAT'S WESTERN BOUNDARY, SOUTH 02°23'00" WEST, A DISTANCE OF 559.45± FEET TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE DEPARTING SAID PLAT'S WESTERN BOUNDARY, MEANDERING NORTHWESTERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 64.62± FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LOT LINE OF LOT 9, BLOCK 18, GULF SHORE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 28, PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, THENCE NORTH 02°46'39" EAST, A DISTANCE OF 559.55± FEET TO A 1/2" CAPPED IRON ROD (LB 7584), SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF COUNTY HIGHWAY 30A, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 70°11'46" EAST, A DISTANCE OF 63.69 FEET TO THE POINT OF BEGINNING. [#9809]

LESS & EXCEPT: THAT REAL PROPERTY REFERENCED IN THAT DEED RECORDED AT **BOOK 3077 PAGE 4144** OF THE OFFICIAL RECORDS OF WALTON COUNTY, FLORIDA, MORE PARTICULARLY DISCRIBED AS:

COMMENCE AT A 1/2" IRON ROD, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 18, GULF SHORE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGE 28, PUBLIC RECORDS OF WALTON COUNTY, FLORIDA; THENCE NORTH 87°24'56" WEST, A DISTANCE OF 134.97 FEET TO A 1/2" CAPPED IRON ROD (LB 7421); THENCE NORTH 02°24'29" EAST, A DISTANCE OF 59.82 FEET TO A 1/2" CAPPED IRON ROD (LB 7584); THENCE SOUTH 87°32'41" EAST, A DISTANCE OF 135.25 FEET TO A 1/2" IRON ROD, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 12, BLOCK 15, GULF SHORE MANOR; THENCE SOUTH 02°40'08" WEST, A DISTANCE OF 60.12 FEET TO THE POINT OF BEGINNING. [#9607]

EXHIBIT A Continued

LESS & EXCEPT: THAT REAL PROPERTY REFERENCED IN THAT DEED RECORDED AT **BOOK 3077 PAGE 4148** OF THE OFFICIAL RECORDS OF WALTON COUNTY, FLORIDA, MORE PARTICULARLY DISCRIBED AS:

COMMENCE AT A 1/2" IRON ROD, SAID POINT BEING THE NORTHWEST CORNER OF LOT 9, BLOCK 19, GULF SHORE MANOR, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, NORTH 02°31'09" EAST, A DISTANCE OF 59.84 FEET TO A 1 1/2" IRON PIPE; THENCE SOUTH 87°23'33" EAST, A DISTANCE OF 135.02 FEET TO A 1" IRON PIPE; THENCE SOUTH 87°29'48" EAST, A DISTANCE OF 135.08 FEET TO A BRASS DISK (LB 7584); THENCE; SOUTH 02°28'05" WEST, A DISTANCE OF 59.95 FEET TO A 1/2" IRON ROD; THENCE NORTH 87°25'20" WEST, A DISTANCE OF 135.08 FEET TO A 1/2" CAPPED IRON ROD (LB 3724); THENCE NORTH 87°25'14" WEST, A DISTANCE OF 135.08 FEET TO THE POINT OF BEGINNING. (#9932)

LESS & EXCEPT: THAT REAL PROPERTY REFERENCED IN THAT DEED RECORDED AT **BOOK 3077 PAGE 4152** OF THE OFFICIAL RECORDS OF WALTON COUNTY, FLORIDA, MORE PARTICULARLY DISCRIBED AS:

COMMENCE AT A 1/2" IRON ROD, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 13, BLOCK 16, GULF SHORE MANOR; THENCE SOUTH 87°25'20" EAST, A DISTANCE OF 261.21 FEET TO A 1/2" CAPPED IRON ROD (2495), SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY OF PELAYO AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 02°07'20" WEST, A DISTANCE OF 60.16 FEET TO A 1/2" IRON PIPE; THENCE DEPARTING SAID WEST RIGHT-OF-WAY OF PELAYO AVENUE, NORTH 87°25'10" WEST, A DISTANCE 261.21 FEET TO A 1/2" CAPPED IRON ROD (1499), SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF MONTIGO AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 02°10'11" EAST, A DISTANCE OF 60.16 FEET TO THE POINT OF BEGINNING. (#9937)

LESS & EXCEPT: THAT REAL PROPERTY REFERENCED IN THAT DEED RECORDED AT **BOOK 3077 PAGE 4160** OF THE OFFICIAL RECORDS OF WALTON COUNTY, FLORIDA, MORE PARTICULARLY DISCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 5, GULF SHORE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGE 28, PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY OF SAN JUAN AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WEST RIGHT-OF-WAY OF SAN JUAN AVENUE, NORTH A DISTANCE OF 60+/- FEET TO THE SOUTHEAST CORNER OF LOT 12, BLOCK 4, GULF SHORE MANOR;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG THE SOUTHERN BOUNDARY OF SAID LOT 12, BLOCK 4, GULF SHORE MANOR A DISTANCE OF 135+/- FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 4, GULF SHORE MANOR;

THENCE SOUTH A DISTANCE OF 60+/- FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 5, GULF SHORE MANOR;

THENCE ALONG THE NORTHERN BOUNDARY OF SAID LOT 1, BLOCK 5, GULF SHORE MANOR A DISTANCE OF 135+/- FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 5, GULF SHORE MANOR, THE POINT OF BEGINNING.

LESS & EXCEPT: THAT REAL PROPERTY REFERENCED IN THAT DEED RECORDED AT **BOOK 3077 PAGE 4164** OF THE OFFICIAL RECORDS OF WALTON COUNTY, FLORIDA, MORE PARTICULARLY DISCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 4, GULF SHORE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 03, PAGE 28, PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY OF SAN JUAN AVENUE, SAID POINT ALSO BEING THE POINT OF COMENCEMENT;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG THE SOUTHERN BOUNDARY OF SAID LOT 12, BLOCK 4, GULF SHORE MANOR A DISTANCE OF 135+/- FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 4, GULF SHORE MANOR, ALSO BEING THE SOUTHEAST CORNER OF LOT 13, BLOCK 4, GULF SHORE MANOR, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERN BOUNDARY OF LOT 13, BLOCK 4, GULF SHORE MANOR A DISTANCE OF 135+/- FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK 4, GULF SHORE MANOR;

THENCE SOUTH A DISTANCE OF 60+/- FEET TO THE NORTHWEST CORNER OF LOT 24, BLOCK 5, GULF SHORE MANOR;

THENCE EAST ALONG THE NORTHERN BOUNDARY OF SAID LOT 24, BLOCK 5, GULF SHORE MANOR A DISTANCE OF 135+/- FEET TO THE NORTHEAST CORNER OF SAID LOT 24, BLOCK 5, GULF SHORE MANOR, ALSO BEING THE NORTHWEST LOT 1, BLOCK 5, GULF SHORE MANOR;

THENCE NORTH A DISTANCE OF 60+/- FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 4, GULF SHORE MANOR, SAID POINT ALSO BEING THE POINT OF BEGINNING.

RECEIVED
WALTON COUNTY FL
30 FEB 21 PM 3 42

IN THE CIRCUIT COURT OF WALTON COUNTY, FLORIDA

FIRST NATIONAL BANK & TRUST, a
banking corporation organized and
existing under the Laws of the
United States of America,

Plaintiff,

vs

G. P. MANUS, JOHN R. FITZGERALD
and CHLOTILLE C. FITZGERALD, et al.

Defendants.

CLASS REPRESENTATION

CASE NO. 92-0553-CA

FILED AND RECORDED
DATE 05/21/93 TIME 09:28
CATHERINE KING CLERK
CO:WALTON ST:FL
FL 464880 B 983 P 9
CO:WALTON ST:FL

FINAL JUDGMENT

This action was tried before the court. On the evidence presented the court finds:

1. The defendants as owners of Lots in Gulf Shore Manor, according to the plat of that subdivision by P. D. Naugle recorded in Deed Book 63 at page 603 of the public records of Walton County, Florida, are each the holders of a perpetual non-exclusive easement, to be enjoyed by and with all others having the like right, in and to the property designated on the aforesaid plat as "Gulf Shore Beach" and "Bathing Beach", which easement over those beaches is for the purpose of walking over and across, sunbathing, picnicing, bathing and swimming, and any other like recreational use.

2. The resolution dated March 28, 1978, by the Board of County Commissioners of Walton County, Florida, renouncing and disclaiming the right of the county and the public in and to those beaches does not affect

Exhibit 17

the private rights of the defendants of this action acquired as owners of lots in the subdivision.

3. Plaintiff did not successfully extinguish the private rights of the defendants by showing adverse possession under color of title for the full statutory period. There was a significant gap between the first alleged act of possession in 1985 by the predecessor in title to plaintiff in clearing to the coastal construction setback line and the later renewal of development in 1990. There was no continuous, open, hostile, exclusive, and actual possession during the interim. In addition, the statute requires that the property be possessed adversely to the legal title for seven years before the commencement of the action. The testimony presented by plaintiff that the first act of possession commenced in 1985 did not show that it was early enough in 1985 to have occurred seven years before the commencement of the action.

4. The first unquestionable act of adverse possession by plaintiff or its predecessors in title, as against the easement rights of these defendants, did not occur until the fence and gate were erected recently around the northerly 64.69 feet of the strip subject of this action.

5. Upon motion by defendants to amend the pleadings to conform with the evidence, said amendment being to counterclaim requesting an injunction against the plaintiffs from interfering with the rights of defendants to exercise their implied easement to the property designated on the plat as beaches, and the granting by the court of such motion, the court finds that such relief should be granted and that plaintiff shall have the time

specified below to remove any physical impediment to the rights of these defendants to exercise their easement, as more fully specified above and below, to use the property designated as "Gulf Shore Beach" and as "Bathing Beach" on the plat recorded in Deed Book 63 at page 603 of the public records of Walton County, Florida.

THEREFORE, based upon the above findings and otherwise being fully advised,

IT IS ADJUDGED THAT:

1. Plaintiff did not prove adverse possession under color of title for the full statutory period against the rights of the defendants hereto as owners of lots in Gulf Beach Manor. The right of defendant lot owners consists of a perpetual non-exclusive easement and right of use of the property designated as "Gulf Shore Beach" and "Bathing Beach" on the plat of Gulf Shore Manor recorded in Deed Book 63 at page 603 of the public records of Walton County, Florida, to be held and used by and with all others having a similar right, for purposes of walking over and across, sunbathing, picnicing, bathing and swimming, and any other like recreational use of those properties.

2. The motion of defendants to amend the pleadings to conform with the evidence is granted, and defendants are granted an injunction on their counterclaim. Plaintiff is enjoined from interfering with the rights of defendants as described in paragraph 1. Within 10 days from the date that this judgment becomes final plaintiff is ordered to remove any and all physical structures on any property designated as beaches on the plat which

impede the rights of these defendants to exercise their non-exclusive easement described in paragraph 1.

DONE AND ORDERED in DeFuniak Springs, Walton County, Florida, this
21ST day of May, 1993.


Thomas J. Remington, Circuit Judge

Conformed copies to:

Messrs. Kessler and Moore
P. O. Box 746
Niceville, Florida 32588

Rollin O. Davis, Jr.
P. O. Box 1831
Pensacola, FL 32698

Donald B. and Nancy M. Eldred
P. O. Box 718
Freeport, FL 32439

IN THE CIRCUIT COURT IN AND FOR WALTON COUNTY, FLORIDA

MICHAEL W. WALKER, et al,

Plaintiffs,

vs.

TERRY THOMAS SCHANSMAN, et al,

Defendants.

CASE NO.: 93-0857-CA

FILED AND RECORDED
DATE 09/15/94 TIME 08:29

FL 490850 B 1183 P 165
CO:WALTON ST:FL

CATHERINE KING CLERK
CO:WALTON ST:FL

FINAL JUDGMENT

The parties having stipulated to entry of this Final Judgment and the Court finding after hearing and argument of counsel for the parties that the judgment is consistent with the law and facts and in the best interest of the parties, it is

ORDERED, ADJUDGED AND DECREED that:

1. As to Count I of the Complaint, the plaintiffs, more particularly described on Exhibit 1 hereto, their heirs at law, beneficiaries, personal representatives, successors in title and assigns, hereafter "plaintiffs," own a perpetual, nonexclusive right of use for the purposes of normal and customary recreational use of a beach, including but not limited to such uses as walking over and across, sunbathing, picnicking, swimming and kite flying, in and to the following described property owned by the defendants¹, hereinafter referred to as "beach":

SEE EXHIBIT "A"

¹The defendants each own separate lots in Sea Walk Subdivision more particularly described on Exhibit 2 hereto.

However, defendants, or any of them, their heirs at law, beneficiaries, personal representatives, successors in title and assigns, hereafter "defendants," may construct a "dune walkover(s)" and related structures as permitted by the Florida Department of Natural Resources on the beach to enable the defendants, or any of them, access to and from the remainder of defendants' property more particularly described hereafter and referred to as "remaining property" to the beach so long as the construction of such improvements is in accordance with the requirements and restrictions imposed by the Florida Department of Natural Resources and other applicable law. The number of dune walkovers which defendants may construct shall be restricted to one dune walkover for Block A and one dune walkover for Block B, Sea Walk Subdivision, Walton County, Florida, according to plat recorded in Plat Book 9, page 3, of the public records of Walton County, Florida, hereafter "Sea Walk Subdivision." The location of the dune walkover for Block A, Sea Walk Subdivision, shall be in the sole discretion of the defendants who own lots in Block A. The location of the dune walkover for Block B, Sea Walk Subdivision, shall be in the sole discretion of the defendants who own lots in Block B. No walkover allowed under this judgment shall exceed in length a distance of 166.8 southward from the Department of Natural Resources Coastal Construction Control Line as it exists on the date of this judgment.

The plaintiffs do not have any rights whatsoever in and to the "remaining property" or any dune walkover constructed pursuant to the preceding paragraph, the remaining property being more particularly described as follows:

SEE EXHIBIT "B"

However, the following restrictions shall apply to the remaining property:

(a) Defendants shall not construct any fence south of the Department of Natural Resource Coastal Construction Control Line as it exists on the date of this judgment. Any fences constructed by the defendants on the remaining property north of the Department of Natural Resources Coastal Construction Control Line as it exists on the date of this judgment shall not exceed four feet (4') in height.

(b) Defendants shall not disturb, cut, remove or otherwise alter the vegetation presently growing on that part of the remaining property lying south of the Department of Natural Resources Coastal Construction Control Line as it exists on the date of this judgment, hereafter referred to as "bramble property," however, defendants may do the following:

(1) Trim the vegetation on the bramble property if the vegetation grows to the point that it impairs defendants' view of the beach and Gulf of Mexico;

(2) Maintain, plant or replant vegetation on the
bramble property; and

(3) Clear a walking path from the part of their
respective lot(s) in Sea Walk Subdivision lying north of the
Department of Natural Resources Coastal Construction Control Line
as it exists on the date of this judgment across the bramble
property to the beach for the purpose of access of the defendants
to and from the beach provided, however, that such path shall not
meander except to the extent necessary to minimize the removal of
vegetation in clearing such path and further, such path(s) shall
not exceed approximately three feet (3') in width. Each defendant
may clear an additional path no wider than approximately three feet
(3') said path extending from the part of each defendant's lot in
Sea Walk Subdivision north of the Department of Natural Resources
Coastal Construction Control Line as it exists on the date of this
judgment to any dune walkover which may be constructed in the block
where their lot is located in Sea Walk Subdivision, pursuant to the
terms of this Final Judgment.

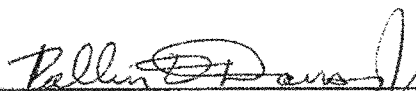
2. As to Count II of the Complaint, judgment is entered for
the defendants and the plaintiffs shall go hence without day.


3. Plaintiffs do not have any rights, title or interests whatsoever in and to Lot 10, Block A or Lot 4, Block B, Sea Walk Subdivision.


DONE AND ORDERED this 7th day of Sept., 1994.


THOMAS REMINGTON
CIRCUIT COURT JUDGE

STIPULATED TO TERMS AND CONDITIONS OF FINAL JUDGMENT:


Rollin D. Davis, Jr., Esquire
SHELL, FLEMING, DAVIS & MENGE
226 South Palafox Street
P.O. Box 1831
Pensacola, Florida 32598-1831
(904) 434-2411
Florida Bar No.: 18453
ATTORNEY FOR ALL PLAINTIFFS IN
CASE NUMBER: 93-0857-CA
SEE EXHIBIT 1 FOR COMPLETE LIST


Thomas M. Brady, Esquire
WELLS, BROWN & BRADY
601 South Palafox Street
Post Office Box 12584
Pensacola, Florida 32573
(904) 432-7646
Florida Bar No.: 154819
ATTORNEY FOR DEFENDANT
TERRY THOMAS SCHANSMAN


WILLIAM E. BOND, JR.
Clark, Partington, Hart, Larry,
Bond, Stackhouse & Stone
Suite 800, 125 W. Romana Street
P. O. Box 13010
Pensacola, Florida 32591-3010
(904) 434-9200
Florida Bar No. 228461
ATTORNEY FOR DEFENDANTS
FRANCIS D. BUGG, JR. and
JOANN BUGG; JOHN P. MILLER;
ALBERT L. GREEN; WAYNE D.
MITCHELL and LISA G. MITCHELL
T. ALLEN FREIBERG and DEBRA
FREIBERG and JOHN D. BERTRAND

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Judgment has been provided to the attorney for the

plaintiffs: Rollin D. Davis, Jr., Esquire, Post Office Box 1831, Pensacola, Florida 32598-1831; and to the attorneys for the defendants: Thomas M. Brady, Esquire, Post Office Box 12584, Pensacola, Florida 32573 and William E. Bond, Jr., Esquire, Post Office Box 13010, Pensacola, Florida 32591-3010, by regular U.S. Mail, postage prepaid, this 7th day of Sept., 1994.

Louie Pizzu
Clerk

UNOFFICIAL
DOCUMENT

MICHAEL W. WALKER, et al. vs.
THOMAS TERRY SCHANSMAN, et al.
CASE NO.: 93-0857-CA

FL 490850 B 1183 P 171
CO:WALTON ST:FL

EXHIBIT "A"

Commencing at the Northwest corner of Lot 9, Block A, Sea Walk Subdivision, Walton County, Florida, according to plat recorded in Plat Book 9, page 3 of the public records of Walton County, Florida, go South $02^{\circ}41'55''$ West along the West line of said Block A, for a distance of 128.86 feet to the Point of Beginning; thence departing said West line of Block A, go South $73^{\circ}29'20''$ East for a distance of 226.55 feet to the intersection with the East line of Block A; thence go South $02^{\circ}41'55''$ West along the East line of Block A for a distance of 259 feet, more or less, to the approximate mean high water line of the Gulf of Mexico; thence departing said East line, meander northwesterly along said water line for a distance of 234 feet, more or less, to the intersection with the aforementioned West line of Block A; thence departing said water line, go North $02^{\circ}41'55''$ East along said West line of Block A for a distance of 245 feet, more or less, to the Point of Beginning; the herein described parcel contains 1.27 acres, more or less, all lying and being within Block A, Sea Walk Subdivision, in Section 23, Township 3 South, Range 19 West, Walton County, Florida.

Commencing at the Northwest corner of Lot 1, Block B, Sea Walk Subdivision, Walton County, Florida, according to plat recorded in Plat Book 9, page 3 of the public records of Walton County, Florida, go South $27^{\circ}06'55''$ West along the West line of Block B, for a distance of 125.97 feet; thence go South $02^{\circ}41'55''$ West for a distance of 83.57 feet to the Point of Beginning; thence departing said West line of Block B, go South $77^{\circ}30'50''$ East for a distance of 162.36 feet to the intersection with the East line of said Block B, Sea Walk Subdivision; thence go South $02^{\circ}41'55''$ West along the East line of said Block B, for a distance of 272 feet, more or less, to the approximate mean high water line of the Gulf of Mexico; thence departing said East line of Block B; meander Northwesterly along said water line for a distance of 174 feet, more or less, to the intersection with the West line of said Block B, Sea Walk Subdivision; thence go North $02^{\circ}41'55''$ East along said West line of Block B for a distance of 234 feet, more or less, to the Point of Beginning; the herein described parcel contains 0.93 acre, all lying and being within Block B, Sea Walk Subdivision, in Section 23, Township 3 South, Range 19 West, Walton County, Florida.

MICHAEL W. WALKER, et al. vs.
THOMAS TERRY SCHANSMAN, et al.
CASE NO.: 93-0857-CA

FL 490850 B 1183 P 172
CO:WALTON ST:FL

EXHIBIT "B"

Block A, Sea Walk Subdivision, Walton County, Florida according to plat recorded in Plat Book 9, page 3, of the public records of Walton County, Florida, less and except the following described property:

Commencing at the Northwest corner of Lot 9, Block A, Sea Walk Subdivision, go South $02^{\circ}41'55''$ West along the West line of said Block A, for a distance of 128.86 feet to the Point of Beginning; thence departing said West line of Block A, go South $73^{\circ}29'20''$ East for a distance of 226.55 feet to the intersection with the East line of Block A; thence go South $02^{\circ}41'55''$ West along the East line of Block A for a distance of 259 feet, more or less, to the approximate mean high water line of the Gulf of Mexico; thence departing said East line, meander northwesterly along said water line for a distance of 234 feet, more or less, to the intersection with the aforementioned West line of Block A; thence departing said water line, go North $02^{\circ}41'55''$ East along said West line of Block A for a distance of 245 feet, more or less, to the Point of Beginning; the herein described parcel contains 1.27 acres, more or less, all lying and being within Block A, Sea Walk Subdivision, in Section 23, Township 3 South, Range 19 West, Walton County, Florida.

and

Block B, Sea Walk Subdivision, Walton County, Florida according to plat recorded in Plat Book 9, page 3, of the public records of Walton County, Florida, less and except the following described property:

Commencing at the Northwest corner of Lot 1, Block B, Sea Walk Subdivision, go South $27^{\circ}06'55''$ West along the West line of Block B, for a distance of 125.97 feet; thence go South $02^{\circ}41'55''$ West for a distance of 83.57 feet to the Point of Beginning; thence departing said West line of Block B, go South $77^{\circ}30'50''$ East for a distance of 162.36 feet to the intersection with the East line of said Block B, Sea Walk Subdivision; thence go South $02^{\circ}41'55''$ West along the East line of said Block B, for a distance of 272 feet, more or less, to the approximate mean high water line of the Gulf of Mexico; thence departing said East line of Block B; meander Northwesterly along said water line for a distance of 174 feet, more or less, to the intersection with the West line of said Block B, Sea Walk Subdivision; thence go North $02^{\circ}41'55''$ East along said West line of Block B for a distance of 234 feet, more or less, to the Point of Beginning; the herein described parcel contains 0.93 acre, all lying and being within Block B, Sea Walk Subdivision, in Section 23, Township 3 South, Range 19 West, Walton County, Florida.

EXHIBIT I - NAMES OF PLAINTIFFS
IN CASE NO. 93-0857-CA
OF THE CIRCUIT COURT OF WALTON COUNTY, FLORIDA,
TOGETHER WITH LOTS IN GULF BEACH MANOR OWNED BY THEM

NAMES AND ADDRESSES

LOTS OWNED IN
GULF SHORE MANOR

William D. Anderson and Lodena E. Anderson
Rte 4, Box 184-B
Rockwood, TN 37854

Lot 4, Block 17

Barnett Banks Trust Company, N.A.
and Virginia Harwell Reagan, as
Trustees under trust imposed in
warranty deed dated 2/7/92 and
recorded in Official Record Book
827 at page 124 of the public
records of Walton County, Florida.
5055 Bayou Blvd., Pensacola, FL 32503
(Lot was sold by the above original
parties plaintiff and this judgment shall
inure to their successor in title)

Lot 20, Block 17

Mary Battaglia
c/o Michael Battaglia
P. O. Box 1924
Santa Rosa Beach, FL 32549

Lots 7 and 8,
Block 11

Jerry C. Bonham and Charlotte T.
Bonham, also known as Charlotte
E. T. Bonham
Rte 6, Box 392
Jasper, AL 35501

Lots 6 and 7,
Block 13

R. Brentwood Bryan
6 Neptune Court, N.W.
Fort Walton Beach, FL 32548

Lots 10 thru 19,
inclusive, Blk 12

Charles R. Carlson and Mary J.
Carlson
Rte 2, Box 5943
Santa Rosa Beach, FL 32459

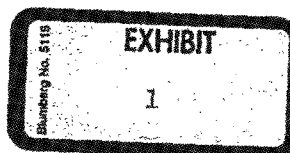
Lots 5, 6, 7,
Block 5

Cathy A. Catoe
Rte 7, Box 235
Andalusia, AL 36420

Lot 17, Block 11

Willie L. Cole, III,
and Dyanne B. Cole
4035 Fairground Road
Montgomery, AL 36110

Lot 4, Block 11



Thomas E. Davidson and
Virginia Davidson
P. O. Box 292
Byron, GA 31008

Lot 5, Block 11

Earl F. Day
Rte 2, Box 5025
Seagrove Beach, FL 32459

Lots 16 and 17,
Block 17, and
that part of
Lot 5, Blk 17,
lying North of
State Road 30-A

Burl H. Dixon and Mary A. Dixon
1020 Forrest Avenue
East Brewton, AL 36426

Lot 21, Blk 11

James D. Estes and Suzy Estes
#7 Brown Avenue
Daleville, AL 36322

Lot 1, Block 18

Kevin Fralish
Rte 2, Box 286
Ariton, AL 36311

Lot 1, Block 14

Rande L. Gardiner and
Judy S. Gardiner
4313 Appleton Way
Bakersfield, CA 93311

A long description of
portions of Lots 12 and 13,
Block 13 and Lots 1 and 9
of Block 20, and a vacated
portion of Willow Street,
which property is described
in Deed recorded in O.R.
Book 124 at page 490.

Maurice D. Gilbert and
Kathleen F. Gilbert
240 Carriage Chase
Fayetteville, GA 30214

Lot 12, Block 14

Luther R. Gordon and
Joyce D. Gordon
P. O. Box 1293
Byron, GA 31008

Lot 6, Block 11

Doyle Green and Mamie A. Green
P. O. Box 276
Marianna, FL 32446

Lots 10 and 11, Block 13

Mike Kresbach
Realty South of America
304 N. Meridian St., 2nd Floor
Tallahassee, FL 32301

Lots 1, 2, 4 though 18,
inclusive, and 20 thru
24, inclusive, Block 15

G. Truitt Luckie, Jr.
1705 Columbiana Lane
Birmingham, AL 35216

Lot 13, Block 10

F. Wayne Malloy and Jo Anne Malloy
P. O. Box 168
Marianna, FL 32447

Lot 19, Block 14

F. Wayne Malloy, d/b/a Malloy Farms
P. O. Box 168
Marianna, FL 32447

Lot 17, Block 14

Tina P. Neathammer, formerly
Tina P. Luckie
5132 Jameswood Drive
Birmingham, AL 35244

Lot 14, Block 10

T. Blair Nowlin
8280 Phillips Place
Englewood, CO 80112

The East 85 feet of Lot
12, Block 13, the East 85
feet of Lots 1 and 2, Block
20 and the East 85 feet of
the vacated 270 feet of
Willow Street.

Richard A. Pollock and
Nancy H. Pollock
Rte 3, Box 14
Forsyth, GA 31029

Lots 2 and 3, Block 18

Linda M. Ramirez
822 Danton Lane
Birmingham, AL 35210

Lot 24, and the North 1/2
of Lot 23, Block 11

Carl E. Reese, Jr.
3231 McGehee Rd.
Montgomery, AL 36111

Lot 18, Block 6

Lucy S. Russ
P. O. Box 841
Marianna, FL 32446

Lot 8, Block 13

Sam L. Sims also known as Sam L. Lots 11 and 12, Block 5
Sims, Jr. and Edna C. Sims
RR 1, Box N707
DeFuniak Springs, FL 32433-9715

Steven A. Slicis, also known as Lot 15, Block 13
Steve Slicis and Lillian M. Slicis
P. O. Box 4875
Santa Rosa Beach, FL 32459

Thomas J. Smart, also known as Lots 16, 17, 18, Block 1;
T. J. Smart Lots 11, 12, 19, and 20;
P. O. Box 4678, Seaside Block 3; Lots 1, 2, 3,
Santa Rosa, FL 32549 and 11 thru 20, inclu-
sive, Block 4; Lots 1, 2,
and 13 thru 24,
inclusive, Blk 5; Lots 11,
12, Block 8; Lots 11 and
20 of Block 11; Lots 1
thru 9, inclusive, and 20
thru 24, inclusive, Block
12;

Stanford Clark Steadman Lots 17 and 18, Block 13
and Jeanne Steadman
P. O. Box 769
Huntsville, AL 35804

James M. Strong, also known as Lot 15, Block 10
James M. Strong, III and Nancy
M. Strong
314 Janice Street
Prattfield, AL 36066

Perry H. Stubblefield Lots 13 and 14, Block 6
and Betty N. Stubblefield
385 Dennison Heights
Batesville, AR 72501

Joseph C. Tullos and Lot 9, Block 19
Catherine C. Tullos
1005 Madewood Road
La Place, LA 70068

Michael W. Walker Lot 10, Block 11
P. O. Box 5213
Destin, FL 32541

List of Defendants

FL 490850 B 1183 P 177
CO:WALTON ST:FL

Mr. Terry Thomas Schansman 5717 Thomas Drive, #165 Panama City Beach, Florida 32401	Lot 1, Block B, Sea Walk Subdivision
Mr. Albert L. Green c/o Al Green Music, Inc. P. O. Box 456 Millington, Tennessee 38083-0456	Lot 6, Block A Sea Walk Subdivision
Mr. Francis D. Bugg and Mrs. JoAnn Bugg 3762 Frederica Road DeLuth, Georgia 30136	Lot 2, Block B Sea Walk Subdivision
Dr. John P. Miller 45184 Country Club Road Hammond, Louisiana 70401-8915	Lot 3, Block B, Sea Walk Subdivision
Mr. Wayne D. Mitchell and Mrs. Lisa G. Mitchell 6206 Heather Drive Memphis, Tennessee 38119	Lot 7, Block A, Sea Walk Subdivision
Dr. T. Allan Freiberg and Mrs. Debra Freiberg 2921 David Drive Metairie, Louisiana 70003	Lot 8, Block A, Sea Walk Subdivision
Dr. John D. Bertrand and Ms. Jana R. Bertrand 3020 McFarlin Dallas, Texas 75205	Lot 9, Block A, Sea Walk Subdivision

