

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR WALTON COUNTY, FLORIDA**

BROOKE DEVELOPMENT COMPANY,
LLC; NANCY B. COOKE; BOBBY G.
AYCOCK; LARRY B. HOOKS AS
TRUSTEE OF THE DOROTHY LAIRD
WILLIAMS 2017 TRUST; STEVEN
MARK LEEN; and TAMARA LEEN,

Plaintiffs,

vs.

CASE NO.: 2021 CA 000228

WALTON COUNTY, FLORIDA, a Political
Subdivision of the State of Florida, and SHH
INVESTMENTS, LLC, a Florida Limited
Liability Company, as Trustee under the
COASTAL RESOURCES LAND TRUST
NO. 5,

Defendants.

MOTION FOR LEAVE TO AMEND COMPLAINT

COME NOW Plaintiffs, BROOKE DEVELOPMENT COMPANY, LLC; NANCY B. COOKE; BOBBY G. AYCOCK; LARRY B. HOOKS AS TRUSTEE OF THE DOROTHY LAIRD WILLIAMS 2017 TRUST; STEVEN MARK LEEN; and TAMARA LEEN, by and through their undersigned counsel, and file this Motion for Leave to Amend Complaint pursuant to Florida Rule of Civil Procedure 1.190 and say:

1. Plaintiffs initiated this case on June 18, 2021 and Defendant filed its Answer on August 26, 2021. On March 4, 2022, Plaintiffs/Counter-Defendants answered the Counterclaim.
2. A mediation was conducted on September 28, 2022, resulting in an impasse. Since the impasse, the parties have continued to communicate in an attempt to settle their dispute. A settlement has not materialized.

3. Rule 1.190, Florida Rules of Civil Procedure, provides that pleadings should be amended any time in furtherance of justice and leave to amend should be freely given.

4. Very little written discovery has been conducted. This matter is not set for trial and there are no factors which would warrant denial of the Motion for Leave to Amend.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order Granting Plaintiff Leave to Amend its Complaint as set forth on the attached Amended Complaint.

Respectfully submitted,

ANCHORS SMITH GRIMSLEY

By: 

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to the following electronically through the Florida Courts eFiling Portal on this 13 day of January, 2023:

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**IN THE CIRCUIT COURT IN AND FOR
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INVESTMENTS, LLC, a Florida Limited
Liability Company, as Trustee under the
COASTAL RESOURCES LAND TRUST
NO. 5,

Defendants.

AMENDED COMPLAINT

Plaintiffs, BROOKE DEVELOPMENT COMPANY, LLC; NANCY B. COOKE; BOBBY
G. AYCOCK; LARRY B. HOOKS AS TRUSTEE OF THE DOROTHY LAIRD WILLIAMS
2017 TRUST; STEVEN MARK LEEN and TAMARA LEEN; (“Plaintiffs”), by and through their
undersigned attorneys hereby file this action against Defendants WALTON COUNTY, FLORIDA
and SHH INVESTMENTS, LLC, as Trustee under the COASTAL RESOURCES LAND TRUST
NO. 5 (“SHH”), and allege as follows:

Jurisdiction and Venue

1. This is an action to quiet title pursuant to Chapter 65, Florida Statutes, actions for
declaratory relief pursuant to Chapter 86, Florida Statutes, and an action to enforce the Walton
County Comprehensive Plan pursuant to Chapter 163, Florida Statutes. This is not an action for

any monetary damages against Defendants, nor is this an action seeking any declaration of rights regarding any private easement rights, nor is it an action seeking to quiet any private easement rights arising under the map or plat of Gulf Shore Manor.

2. Jurisdiction and venue is proper in this Court as the real property at issue is located in Walton County, Florida.

3. Plaintiffs own real property in the subdivision first platted as Gulf Shore Manor Subdivision recorded in the official records of Walton County at Deed Book 63, Page 603, re-recorded in the Plat Book 3, Page 28, attached hereto as Exhibit "A" and then re-platted as Paradise Too Subdivision, recorded in Plat Book 8, Page 6, attached hereto as Exhibit "B".

4. Defendant WALTON COUNTY, FLORIDA ("Walton County") is a political subdivision of the State of Florida, that may claim some interest in the land located in Walton County that is actually owned by the Plaintiffs.

5. Walton County adopted its current Comprehensive Plan Future Land Use Element on December 11, 2018, and amended the Comprehensive Plan on April 27, 2021 (the "Comprehensive Plan FLUE").

6. Defendant SHH INVESTMENTS, LLC as Trustee under the COASTAL RESOURCES LAND TRUST NO. 5 ("Coastal") may claim some interest in the land located in Walton County, Florida that is actually owned by the Plaintiffs.

7. Pursuant to section 48.193, Florida Statutes, this Court has personal jurisdiction over all the Defendants. Jurisdiction is appropriate over each Defendant because this is an in rem action wherein each named Defendant may claim to own some interest in land known as Barcelona Avenue, which is located in Walton County, Florida. Jurisdiction is further appropriate pursuant

to Chapter 163, Florida Statutes, as the Comprehensive Plan FLUE was adopted by Walton County.

8. Venue is proper in Walton County, Florida, pursuant to section 47.011, because Walton County is where the underlying property is located.

General Allegations Common to All Counts

9. On or about July 17, 1925, a map of Gulf Shore Manor was filed for record in Walton County, Florida. See Exhibit "A".

10. The map designates an area lying to the west of the Plaintiffs' respective lots marked as "Barcelona Avenue" on said map.

11. The map is devoid of any language of dedication.

12. When the map was offered for recording, the subject property was owned by Mildred Feldman, a spinster.

13. In spite of being owned by Mildred Feldman, the map indicates that it was made for G. B. Manus. It is unknown who caused the map to be filed for record.

14. The name of the owner of the subject land, Mildred Feldman, appears nowhere on the map, however, subsequent to the recording, Mildred Feldman executed over 100 warranty deeds conveying lots in Gulf Shore Manor by reference to the Map of Gulf Shore Manor.

15. In 1958, another depiction of the map of Gulf Shore Manor was recorded in the Public Records of Walton County (the "1958 Depiction"). It is unknown who caused the 1958 Depiction to be recorded.

16. Mildred Feldman's name does not appear anywhere on the 1958 Depiction.

17. The 1958 Depiction is devoid of any language of dedication.

18. Since 1925 (nearly 100 years), Barcelona Avenue has never been used by the public.

19. For nearly 100 years, Walton County has not maintained Barcelona Avenue.

20. For nearly 100 years, there has been no use of Barcelona Avenue by either the public or by Walton County and as a result any interest Walton County may claim is barred by the Marketable Record Title Act.

21. On October 12, 2021, Walton County entered into a Stipulated Final Judgment by which the County (i) acknowledged that there was no statutory dedication of Barcelona; and (ii) waived any right it had to assert any interest by virtue of common law dedication and further released any potential claim to the subject property.

22. The Stipulated Final Judgment refers to the Settlement Agreement between the parties and the Court retained jurisdiction as may be necessary to implement the terms of such Settlement Agreement.

23. The Settlement Agreement provided:

County does hereby fully and completely release and disclaim any right, title or interest in or to the Plaintiff's property, except as otherwise expressly contemplated hereby.

24. Pursuant to the terms of the Stipulated Final Judgment and the Settlement Agreement, the County does, in fact, claim certain easement rights over and across the southern most portion of Barcelona for beach access to the public.

25. Defendant, Walton County, may claim some interest in the disputed property (the southern most portion of Barcelona Avenue) by virtue of the Stipulated Final Judgment and Settlement Agreement providing a perpetual non-exclusive easement over and across said property for public beach access and recreational use, however, any other interest which the County may have ever had in the remainder of Barcelona Avenue was specifically released and disclaimed by the County.

26. In addition, the County may claim some other interest in Barcelona including the public beach access granted by the Trusts and referenced above by virtue of the Plat or Map of Gulf Shore Manor, and that interest, if any, if not already released or disclaimed, casts a cloud upon the title of Plaintiffs.

27. Defendant SHH may claim an interest in the disputed property as grantees of the heirs of Mildred Feldman or by virtue of the Stipulated Final Judgment and the Settlement Agreement.

28. Each individual Plaintiff has an interest in portions of the land more commonly known as Barcelona Avenue, as depicted in the plat of Gulf Shore Manor.

29. The Defendants have each asserted claims to certain portions of Barcelona Avenue which are owned by the individual Plaintiffs.

30. The claims asserted by the Defendants cast a cloud on the title of each of the individual Plaintiffs to their respective parcels as more fully set forth herein.

31. Each individual Plaintiff is entitled to have any claims by the Defendants removed and to have their title quieted.

Count I

Action for Quiet Title to Barcelona Avenue by Brooke Development Company, LLC

32. Brooke Development Company, LLC (“Brooke Development”) is the title owner of the following property: A portion of Lots 6 and 7, Block 20, Gulf Shore Manor Subdivision as recorded in Plat Book 3, at Page 28 of the Public Records of Walton County, Florida LESS AND EXCEPT Lots 1, 2, 3, and 4, Paradise Too, according to the plat thereof on file in Plat Book 8, Page 6, in the Office of the Clerk of Circuit Court, Walton County, Florida.

33. Brooke Development is also the title owner of the property described in the Quit-Claim Deed attached hereto as Exhibit “C” (“Brooke Development’s Barcelona Avenue portion”).

34. By virtue of its ownership as described above in paragraph 32, Brooke Development also owns fee simple title to that portion of Barcelona Avenue as depicted in the plat of Gulf Shore Manor Subdivision that is to its immediate west.

35. By virtue of the Quit-Claim Deed attached hereto as Exhibit "C", Brooke Development also owns fee simple title to the Brooke Development's Barcelona Avenue portion.

36. Brooke Development derails its title as follows:

- a. John R. Fitzgerald, Jr. and wife Chlotilee C. Fitzgerald conveyed the property to Harry F. Haring, Jr., and wife Nancy J. Haring by warranty deed recorded June 22, 1999, at Official Record Book 2034, Page 92, of the Public Records of Walton County, Florida.
- b. Harry F. Haring, Jr., and wife Nancy J. Haring conveyed the property to Brooke Development by warranty deed recorded February 8, 2017, at Official Record Book 3032, Page 4327, of the Public Records of Walton County, Florida.
- c. Harry F. Haring, Jr. and wife Nancy J. Haring conveyed the Barcelona Avenue portion to Brooke Development Company by Quit-Claim Deed dated March 22, 2021, and recorded on June 1, 2021 at Official Records Book 3200, Page 3189, of the Public Records of Walton County, Florida.

37. Upon information and belief, Defendants may claim some interest in the portion of Barcelona Avenue owned by Brooke Development, and such alleged interests cast a cloud on Brooke Development's fee simple title to Brooke Development's Barcelona Avenue portion.

WHEREFORE, Brooke Development demands judgment quieting title to that portion of Barcelona Avenue described above in paragraph 33 and/or 34, and for such further relief as the Court deems just and proper.

Count II
Action for Quiet Title to Barcelona Avenue by Nancy B. Cooke

38. Nancy B. Cooke (“Cooke”) is the title owner of Lot 4, Paradise Too.

39. Cooke is also the title owner of the property described in the Quit-Claim Deed attached hereto as Exhibit “D” (“Cooke’s Barcelona Avenue portion”).

40. By virtue of her ownership as described in paragraph 38, Cooke also owns fee simple title to that portion of Barcelona Avenue as depicted in the plats of Gulf Shore Manor Subdivision that is to its immediate west.

41. By virtue of her ownership as described in paragraph 39 and/or 40, Cooke also owns fee simple title to Cooke’s Barcelona Avenue portion.

42. Cooke deraigns her title as follows:

a. Gary D. Mims and wife, Lynn B. Mims conveyed the property to Charles E. Cooke, a married man, and Nancy B. Cooke, a married woman, as joint tenants with the right of survivorship by warranty deed recorded July 16, 1996, at Official Record Book 1480, Page 213, of the Public Records of Walton County, Florida.

b. Charles E. Cooke conveyed the property to Nancy B. Cooke by warranty deed recorded January 11, 2010, at Official Record Book 2833, Page 1655 of the Public Records of Walton County, Florida.

c. Harry F. Haring, Jr. and wife Nancy J. Haring conveyed Cooke’s Barcelona Avenue portion to Cooke by Quit-Claim Deed dated March 22, 2021, and recorded on June 1, 2021 at Official Records Book 3200, Page 3187, of the Public Records of Walton County, Florida.

43. Upon information and belief, Defendants may claim some interest in the portion of Barcelona Avenue owned by Cooke, and such alleged interests cast a cloud on Cooke's fee simple title to Cooke's Barcelona Avenue portion.

WHEREFORE, Cooke demands judgment quieting title to that portion of Barcelona Avenue described above in paragraph 39 and/or 40, and for such further relief as the Court deems just and proper.

Count III
Action for Quiet Title to Barcelona Avenue by Bobby G. Aycock

44. Bobby G. Aycock ("Aycock") is the title owner of Lot 3, Paradise Too.

45. Aycock is also the title owner of the property described in the Quit-Claim Deed attached hereto as Exhibit "E" ("Aycock's Barcelona Avenue portion").

46. By virtue of his ownership as described in paragraph 44, Aycock also owns fee simple title to that portion of Barcelona Avenue as depicted in the plats of Gulf Shore Manor Subdivision that is to its immediate west.

47. By virtue of his ownership as described in paragraph 45 and/or 46, Aycock also owns fee simple title to Aycock's Barcelona Avenue portion.

48. Aycock deraigns his title as follows:

- a. Harry F. Haring, Jr., a married man, conveyed the property to Bobby G. Aycock, a married man by warranty deed recorded May 25, 1988, at Official Record Book 504, Page 197 of the Public Records of Walton County, Florida.
- b. Harry F. Haring, Jr., and wife Nancy J. Haring conveyed Aycock's Barcelona Avenue portion to Aycock by Quit-Claim Deed dated March 22, 2021, and recorded on June 1, 2021 at Official Records Book 3200, Page 3185, of the Public Records of Walton County, Florida.

49. Upon information and belief, Defendants may claim some interest in the portion of Barcelona Avenue owned by Aycock, and such alleged interests cast a cloud on Aycock's fee simple title to Aycock's Barcelona Avenue portion.

WHEREFORE, Aycock, demands judgment quieting title to that portion of Barcelona Avenue described above in paragraph 45 and/or 46, and for such further relief as the Court deems just and proper.

Count IV
Action for Quiet Title to Barcelona Avenue by Larry B. Hooks, as Trustee of the Dorothy Laird Williams 2017 Trust

50. Larry B. Hooks, as Trustee of the Dorothy Laird Williams 2017 Trust (the "Williams Trust"), is the title owner of Lot 2, Paradise Too.

51. The Williams' Trust is also titleholder of the property described in the Quit-Claim Deed attached hereto as Exhibit "F" ("Williams' Trust Barcelona Avenue portion").

52. By virtue of the ownership as described in paragraph 50, the Williams Trust owns fee simple title to that portion of Barcelona Avenue as depicted in the plats of Gulf Shore Manor Subdivision that is to its immediate west.

53. By virtue of its ownership as described in paragraph 51 and/or 52, the Williams' Trust also owns the simple title to the Williams' Trust Barcelona Avenue portion.

54. The Williams Trust derains title as follows:

- a. Judy H. Sequeira, a married person, conveyed the property to Judy H. Sequeira and Keith J Sequeira, Husband and Wife, by warranty deed recorded August 19, 2009, at Official Record Book 2823, Page 4630 of the Public Records of Walton County, Florida.

b. Judy H. Sequeira and Keith J. Sequeira, Husband and Wife, conveyed the property to Judy H. Sequeira, a married person, by warranty deed dated August 19, 2009, at Official Record Book 2823, Page 4659 of the Public Records of Walton County, Florida.

c. Judy H. Sequeira conveyed the property to James A. Rice, Jr. and Cynthia Rice, Husband and Wife, by warranty deed recorded July 3, 2019, at Official Record Book 3110, Page 3498 of the Public Records of Walton County, Florida.

d. James A. Rice, Jr. and Cynthia Rice, Husband and Wife, conveyed the property to Larry B. Hooks, as Trustee of the Dorothy Laird Williams 2017 Trust, by general warranty deed dated September 21, 2020 at Official Record Book 3159, Page 4424 of the Public Records of Walton County, Florida.

e. Harry F. Haring, Jr., and wife Nancy J. Haring, conveyed the Williams' Trust Barcelona Avenue portion to the Williams' Trust by Quit-Claim Deed dated March 22, 2021 and recorded on June 1, 2021 at Official Records Book 3200, Page 3183, of the Public Records of Walton County, Florida.

55. Upon information and belief, Defendants may claim some interest in the portion of Barcelona Avenue owned by the Williams Trust, and such alleged interests cast a cloud on the Williams Trust's fee simple title to Williams' Trust Barcelona Avenue portion.

WHEREFORE, the Williams Trust demands judgment quieting title to that portion of Barcelona Avenue described above in paragraph 51 and/or 52, and for such further relief as the Court deems just and proper.

Count V
Action for Quiet Title to Barcelona Avenue by Steven Mark Leen and Tamara Leen

56. Steven Mark Leen and Tamara Leen (the "Leens"), are the title owners of Lot 1, Paradise Too.

57. Leens are also the title owners of the property described in the Quit-Claim Deed attached hereto as Exhibit "G" ("Leens Barcelona Avenue portion").

58. By virtue of the ownership as described in paragraph 51, the Leens own fee simple title to that portion of Barcelona Avenue as depicted in the plats of Gulf Shore Manor Subdivision that is to its immediate west.

59. By virtue of their ownership as described in paragraph 52 and/or 53, Leens also own the simple fee title to Leens Barcelona Avenue portion.

60. The Leens deraign title as follows:

- a. John P. Zimmerman, a single person and Shelley Stewart, a married man, conveyed the property to Marc Sklar and Laurel Sklar, Husband and Wife, by warranty deed dated May 6, 2009, at Official Record Book 2816, Page 1981 of the Public Records of Walton County, Florida.
- b. Marc Sklar and Laurel Sklar, Husband and Wife, conveyed the property to Steven Mark Leen and Tamara Leen, Husband and Wife, by warranty deed dated May 6, 2014, at Official Record Book 2949, Page 1467 of the Public Records of Walton County, Florida.
- c. Harry F. Haring, Jr. and wife Nancy J. Haring conveyed Leens Barcelona Avenue portion to the Leens by Quit-Claim Deed dated March 22, 2021 and recorded on June 1, 2021 at Official Records Book 3200, Page 3181, of the Public Records of Walton County, Florida.

61. Upon information and belief, Defendants may claim some interest in that portion of Barcelona Avenue owned by the Leens, and such alleged interests cast a cloud on the Leens' fee simple title to Leens' Barcelona Avenue portion.

WHEREFORE, the Leens demand judgment quieting title to that portion of Barcelona Avenue described above in paragraph 57 and/or 58, and for such further relief as the Court deems just and proper.

Count VI

**Action for Declaratory Judgment by All Plaintiffs against Walton County and SHH -
Action to Enforce Comprehensive Plan FLUE pursuant to §163.3215, Florida Statutes**

62. On October 8, 2021, Walton County and SHH entered into a Settlement Agreement and Release (the "Settlement Agreement") in Walton County Circuit Court Case Number 2019 CA 000217 wherein SHH and Walton County agreed that SHH has superior title as compared to Walton County in relation to certain properties described therein. The Settlement Agreement is attached hereto as Exhibit "H."

63. Pursuant to the Settlement Agreement, the parties requested and the Court entered a Stipulated Final Judgment. The Stipulated Final Judgment is attached hereto as Exhibit "I". The Settlement Agreement and Stipulated Final Judgment shall hereafter be referred to as the "Settlement Agreement".

64. The property subject to Counts I-V of this Complaint (heretofore referred to as "Barcelona") is one of eight properties described in the Settlement Agreement (collectively, all these properties are hereinafter referred to as the "Subject Properties").

65. The Settlement Agreement purports to designate each of the Subject Properties as a "Lot of Record" pursuant to Walton County's Comprehensive Plan and Land Development Code (the "LDC").

66. Comprehensive Plan Policy L-1.11.3 provides “[s]ingle lots of record which were established before November 7, 1996, are entitled to have constructed thereon at least one (1) single family dwelling unit....”

67. The LDC’s glossary defines “Lot of Record” as “[a] designated parcel, tract, or area of land legally established by plat, subdivision, or otherwise on or before November 7, 1996.”

68. Prior to the “lot of record” designation, the Subject Properties did not exist and were instead portions of platted roadways pursuant to the GSM Plat with no density or intensity allowance.

69. A “lot of record” designation materially alters the use, density, and intensity of use of the Subject Properties.

70. November 7, 1996, represents the lot of record cutoff date—lots created after November 7, 1996, cannot be designated as “lots of record” pursuant to the Walton County Comprehensive Plan and LDC.

71. The Settlement Agreement purporting to create the lots constituting the Subject Properties was entered into after November 7, 1996, and therefore the Subject Properties cannot be “lots of record.”

72. To be lawful, all zoning and development action must be consistent with the Comprehensive Plan.

73. The Settlement Agreement is inconsistent with the Comprehensive Plan and therefore it is unlawful to the extent that it attempts to create “lots of record”.

74. Plaintiffs have an interest in the Subject Properties because they are Walton County taxpayers and reside in the same neighborhood as the Subject Properties. Additionally, Plaintiffs

collectively own Barcelona Avenue, which is one of the Subject Properties, and own property adjoining one of the Subject Properties.

75. On November 18, 2022, Plaintiffs propounded the correspondence attached hereto as Exhibit "I" to Walton County, demanding that Walton County refrain from issuing any building permits relating to the Subject Properties.

76. As of the date of the filing of this Amended Complaint, Walton County has not agreed to refrain from issuing building permits.

77. A bona fide, actual, and present controversy has arisen and now exists between Plaintiffs and Walton County relating to the validity of the Settlement Agreement and its impact on neighboring property owners such as the Plaintiffs.

78. Pursuant to § 163.3215, Florida Statutes, Plaintiffs are entitled to declaratory relief declaring that the Settlement Agreement is void or invalid as to the portion of said Settlement Agreement designating the Subject Properties as "lots of record."

WHEREFORE, Plaintiffs demand a judicial declaration that the Settlement Agreement is void or invalid to the extent that it purports to designate the Subject Properties as lots of record, and for supplementary relief under Chapter 86, Florida Statutes, and for such further relief as the Court deems just and proper.

Count VII

Action for Injunctive Relief by all Plaintiffs against Walton County and SHH – Action to Enforce Comprehensive Plan FLUE pursuant to §163.3215, Florida Statutes

79. Plaintiffs hereby incorporate and reallege paragraphs 62 - 76 as if those paragraphs are fully set forth in this Count.

80. Pursuant to § 163.3215, Florida Statutes, Plaintiffs are entitled to injunctive relief preventing the County from issuing any building permits authorizing any development activity on the Subject Properties.

WHEREFORE, Plaintiffs demand injunctive relief prohibiting Walton County from issuing any building permits authorizing any development activity on the Subject Properties.

Count VIII
Action for Declaratory Judgment by all Plaintiffs against Walton County – Illegal Contract Zoning

81. Plaintiffs hereby incorporate and reallege paragraphs 62-76 as if those paragraphs are fully set forth in this Count.

82. The Settlement Agreement purports to change the use of the Subject Properties from roadways to those allowed by the Residential Preservation zoning district.

83. The portions of the Settlement Agreement purporting to change the use of the Subject Properties from a roadway to lots zoned Residential Preservation in exchange for the consideration described in the Settlement Agreement constitute illegal contract zoning.

84. Walton County acted ultra vires in zoning the Subject Properties Residential Preservation through the Settlement Agreement.

85. There is a bona fide, actual, and present controversy between Walton County and the Plaintiffs relating to the enforceability of the portions of the Settlement Agreement that zone the Subject Properties as Residential Preservation.

WHEREFORE, Plaintiffs demand a judicial declaration declaring that the Settlement Agreement is void or invalid to the extent that it purports to rezone the Subject Properties from their use as a roadway to the Residential Preservation zoning district, for supplementary relief under Chapter 86, Florida Statutes, and for such further relief as the Court deems just and proper.

Count IX

Action for Declaratory Judgment by all Plaintiffs against Walton County – Failure to Comply with Requisite Notice and Public Participation Components

86. Plaintiffs hereby incorporate and reallege paragraphs 62-76 as if those paragraphs are fully set forth in this County.

87. Walton County has effectively legislated through the adoption of the Settlement Agreement.

88. Specifically, Walton County has rewritten its Comprehensive Plan and LDC by designating the Subject Properties as “lots of record.”

89. Additionally, Walton County has effectively rezoned and redesignated the Subject Properties as “residential preservation.”

90. Finally, Walton County has effectively replatted the Gulf Shore Manor neighborhood by purporting to create new lots in the neighborhood.

91. Walton County cannot take the actions described in paragraphs 82 through 84 without complying with Chapter 163, Florida Statutes, and its own LDC.

92. Walton County did not advertise or conduct any public hearings prior to entering into the Settlement Agreement.

93. Walton County did not conduct a local planning agency (Planning Commission) meeting considering the Settlement Agreement prior to entering into the Settlement Agreement.

94. Walton County did not provide notice via certified mail or otherwise to owners of real property within 300 feet of property directly affected by the Settlement Agreement prior to entering into the Settlement Agreement.

95. Walton County did not require the posting of a sign and no sign was posted on the Subject Properties describing the proposed action taking place in the Settlement Agreement prior to entering into the Settlement Agreement.

96. Walton County's failure to take the actions described in paragraphs 85 through 89 render the Settlement Agreement void or invalid to the extent that it attempts to designate the properties as "lots of record".

97. There is a bona fide, actual, and present controversy between Walton County and the Plaintiffs relating to the enforceability of the Settlement Agreement.

WHEREFORE, Plaintiffs demand a judicial declaration declaring that the Settlement Agreement is void or invalid to the extent that it attempts to designate the subject properties as "lots of record", for supplementary relief under Chapter 86, Florida Statutes, and for such further relief as the Court deems just and proper.

ANCHORS SMITH GRIMSLEY

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been electronically filed and the following attorneys of records have been included in the Florida e-Filing portal service list:

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Richard P. Petermann



GULF SHORE MANOR
 BEING THE W 1/4 OF THE SE 1/4 SEC 14 AND LOT 2, PRAC. SEC 23
 T 26, R 15 W, WALTON COUNTY, FLORIDA.
 PROMISED PLAT MADE FOR G. R. MAHON
 RECORDED IN DEED BOOK 1 PAGE. RECORDS OF WALTON COUNTY, FLORIDA.
 MONUMENTS AS CORNERS MARKED TRUSTEES' COLLING, 1925
 AZIMUTHS ARE TRUE AND DETERMINED BY ASTROLOGICAL RIGHTS
 SURVEYING INSTR. 280, 1925 DATE 10 JUL 1925
 J. H. HARRIS
 R. D. NAUGLE
 SURVEYOR
 PANAMA, FLORIDA

I hereby certify that the above and foregoing Map or Plat is the original instrument
 as filed for record at 9 o'clock A.M. on the 17th day of July, A. D. 1925.
 Vol. 63 - Page 603 -
 J. H. Harriss
 Clerk Circuit Court

Blumberg No. 5192
EXHIBIT
 "A"