

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 25<sup>th</sup> 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, Seagrave 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

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Initials: JA

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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

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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 25<sup>th</sup> 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

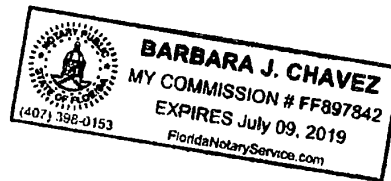
Seleta Howard  
By: Seleta Howard  
Its: Manager

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> 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



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**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 BOUNDAY 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.