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

BREEN REALTY LTD LP and ERIC AND DEBORAH WILHELM REVOCABLE TRUST,

Plaintiffs,

v. Case No. 2023-CA-000601

DUNE ALLEN BEACH, INC.,

Defendant.
_____/

BLB BEACH HUT LLC, JOHN AND MARY HOWARD, VICKI L. INMAN, JOHN K. CHANDLER AS TRUSTEE OF THE JOHN K. CHANDLER REVOCABLE TRUST, MARION RUCKEL SKALICKY, STEPHEN & RHONDA RUCKEL REVOCABLE TRUST, SHARON JOYCE RUCKEL, AND PHILIP BOND RUCKEL,

Plaintiffs,

v. Case No. 2023-CA-671
(consolidated with above case)

DUNE ALLEN BEACH, INC.,

Defendant.
_____/

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FINAL JUDGMENT

THIS CAUSE came to be heard on October 18, 2024,[1] on Plaintiffs' Partial Motion for Summary Judgment ("Plaintiffs' MSJ"),[2] filed on July 25, 2024; BLB Beach Hut LLC's Motion

[1] (*See generally* Oct. 18, 2024 Hr'g Tr.).
[2] Plaintiffs' MSJ was filed by all Plaintiffs except BLB Beach Hut LLC.

for Summary Judgment ("BLB's MSJ"), filed on August 30, 2024; and Defendant's Motion for Summary Judgment ("Defendant's MSJ"), filed on September 6, 2024. The Court, having fully considered the Motions, Responses, and argument of counsel, and being otherwise fully advised on the matter, finds as follows: Plaintiffs' MSJ and BLB's MSJ are granted, and Defendant's MSJ is denied. All Plaintiffs are granted final judgment on all claims.

These cases arise from the development of a partially unrecorded Gulf front subdivision developed by Defendant in the mid-1960s. In developing the Gulf front subdivision, the Defendant's officers, Eric Allen and Jeanne Allen (the "Allens"), initially legally described all of the lots as extending 315 feet south of County Road 30A as set forth on a May 9, 1967 unrecorded "Fractional Part IV Dune-Allen S/D" Plat ("Fractional Plat"). At that time, the 315 feet coincided with or exceeded the high-water line of the Gulf of Mexico, thus conveying riparian[3] property.[4] During and following this time, Defendants conveyed properties with a metes and bounds description noting the depth of the lots as 315 feet.

Later, in the 1970s, Defendant and the Allens specifically conveyed four parcels on the unrecorded plat with metes and bounds descriptions expressly to the mean high-water line ("MHWL") of the Gulf of Mexico. From the time of deeding out the properties, the Allens never asserted that their company, Defendant Dune Allen Beach, Inc., owned any beach property beyond the 315-foot line or reserved any such property seaward of the 315-foot mark for a "community

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[3] "The term 'riparian owner' applies to waterfront owners along a river or stream, and 'littoral owner' applies to waterfront owners abutting an ocean, sea, or lake. Cases and statutes, however, have used 'riparian owner' broadly to describe all waterfront owners." *Bd. Of Trs. Of Internal Imp. Tr. Fund v. Sand Key Assoc.*, 512 So. 2d 934, 936 (Fla. 1987). While Plaintiffs' properties in the case are technically littoral properties, the Court uses the term riparian solely for purposes of consistency since the case law primarily uses that term.

[4] As discussed below, the undisputed record evidence demonstrates that the high-water line was either at or landward of 315 feet during the time of the conveyances of Plaintiffs' parcels.

beach." Only recently, after customary use disputes in Walton County, has Defendant, through the leadership of the nieces of the Allens, suddenly asserted that it owns the beach seaward of the 315-foot mark and that Defendant intended to create a "community beach" seaward of the 315-foot mark.

I. UNDISPUTED MATERIAL FACTS

1. Plaintiffs are the owners of eight Gulf front parcels that derive title from Defendant, Dune Allen Beach, Inc. *See* **Composite Exhibit A** (Affidavit of Henry Pool and combined title history for each parcel).[5]

2. Plaintiff Breen Realty is the fee simple owner of a parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-014-0000. This parcel is actually comprised of two adjacent lots that have been combined into one parcel by the property appraiser as shown below:

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[5] All bolded citations to Exhibits are to the Exhibits cited in Plaintiffs' MSJ or Plaintiffs' Response to Defendant's MSJ, all of which are lettered consecutively.

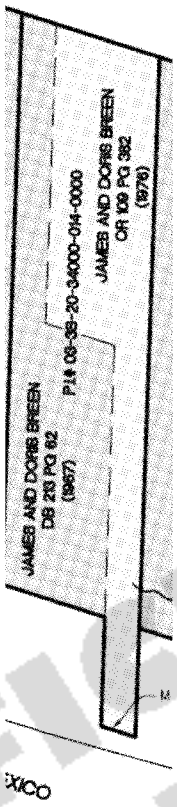


Exhibit J-1.

3. The first parcel located to the West was deeded from Defendant to James and Doris Breen in 1967 and is at issue in the Complaint. **Exhibit A-1 000017.** The second parcel located to the East—which was deeded from Defendant to James L. Breen and Doris Maxine Breen in 1976—is not at issue in this Complaint. The second parcel is not at issue because it was conveyed "to the mean high-water line of the Gulf of Mexico." **Exhibit A-1 000019.**

4. Plaintiff Wilhelm Revocable Trust is the fee simple owner of a parcel of land identified as Walton County Property Appraiser Parcel Number No. 03-3S-20-34000-012-0000. This parcel was deeded from Defendant to Eric C. Allen and Jeanne L. Allen in 1968. **Exhibit A-2 000023.**

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5. Plaintiff Howard is the fee simple owner of a parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-016-0000. This parcel was deeded from Defendant to Eric C. Allen and Jeanne L. Allen in 1965. **Exhibit A-4 000019.**

6. Plaintiff Inman is the fee simple owner of a parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-019-0000. This parcel is comprised of two lots as set forth below:

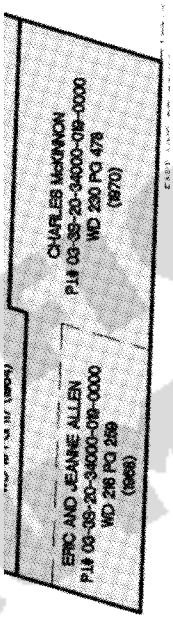


Exhibit J-1. The western lot was deeded from Defendant to Charles W. McKinnon in 1970. **Exhibit A-5 000019.** The eastern lot was deeded from Defendant to Eric C. Allen and Jeanne L. Allen in 1968. **Exhibit A-5 000015.**

7. Plaintiff Chandler is the fee simple owner of a parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-018-0000. This parcel was deeded from Defendant to E.M. Hampton and Anne S. Hampton in 1964. **Exhibit A-6 000015.**

8. Plaintiff Ruckel is the fee simple owner of a parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-015-0000. This parcel was deeded from Defendant to Marion P. Ruckel in 1966. **Exhibit A-7 000017.**

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9. BLB Beach Hut LLC is the fee simple owner of a parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-017-0000. This parcel was deeded from Defendant to John L. Turner, III and Anne D. Turner, Husband and Wife on April 19, 1966 and went through a series of transfers and was ultimately transferred to BLB BEACH HUT, LLC on February 6, 2023.

10. EC Allen acquired Government Lot four (4) of Section three (3) and Government Lot one (1) of Section four in Township three (3) South of Range 20 West in Walton County, Florida containing one hundred and forty-three (143) acres more or less with all riparian rights on September 8, 1925. (hereinafter "Dune Allen Property"). **Exhibit A-7 000005.** The Dune Allen Property was initially conveyed to a private landowner from a United States patent deed from the United States of America transferring Government Lot four (4) of Section three (3) and Government Lot one (1) of Section four in Township three (3) South of Range 20 West in Walton County, Florida containing one hundred and forty-three (143) acres more or less that contained property fronting the Gulf of Mexico. **Exhibit A-2 000004, 000006–000007.**

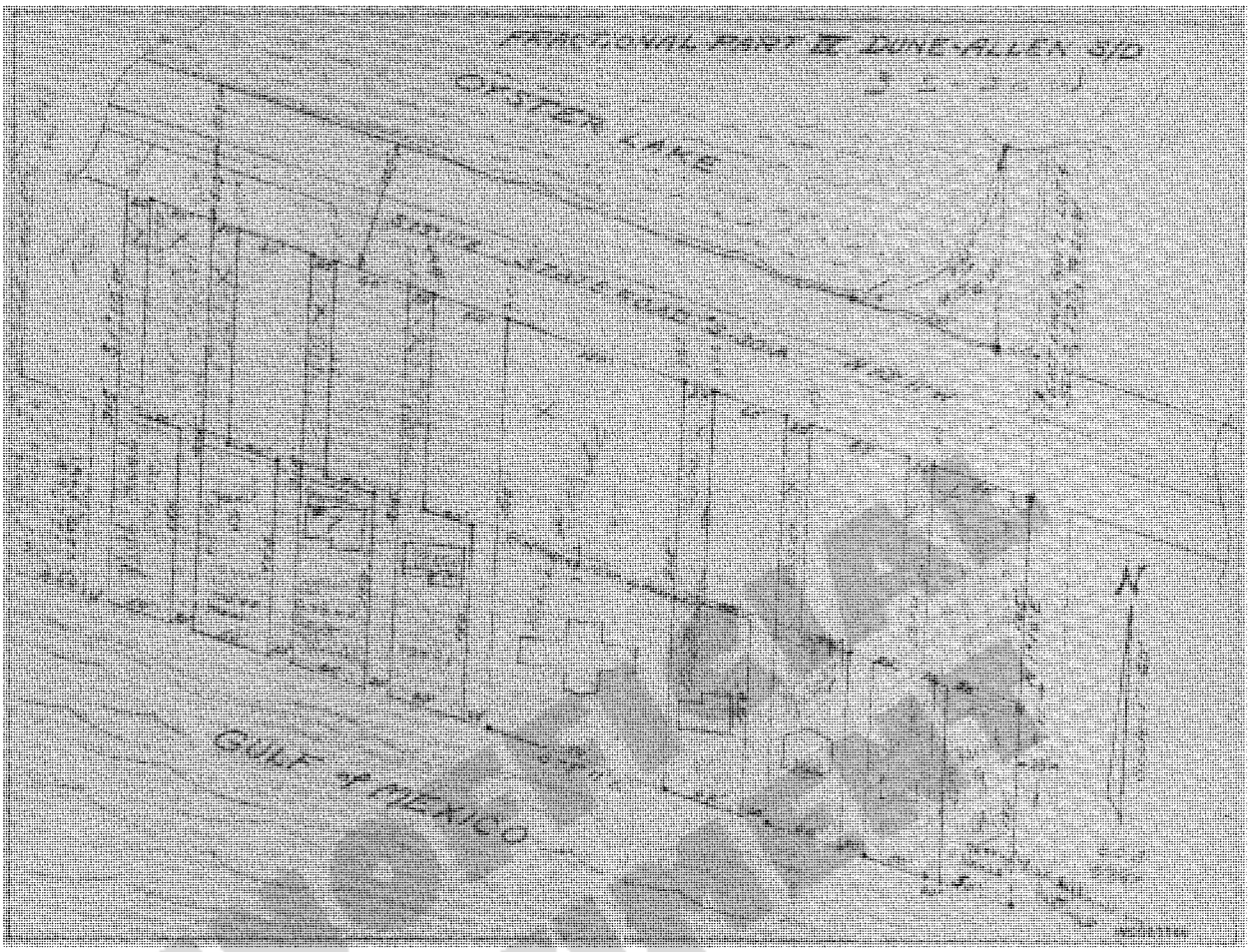
11. Eula H. Allen, the widow of EC Allen, later subdivided some of the Dune Allen Property recording a plat of the Dune Allen Subdivision on May 5, 1949. **Exhibit F.**

12. Thereafter, Eula H. Allen transferred the remaining "Dune Allen Property" less numerous lots in the recorded Dune Allen Subdivision to Dune Allen Beach, Inc. on October 27, 1956. **Exhibit A-7 000009-10.**

13. Dune Allen Beach, Inc. then begin subdividing and selling the Dune Allen Property.

14. On or about May 9, 1967, Defendant, as the owner of real property in Walton County, created a subdivided and unrecorded Fractional Plat. Plaintiffs' parcels are identified and described on the Fractional Plat. A picture of the Fractional Plat is reproduced below:

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See **Exhibit B.**

15. The Fractional Plat identifies the Plaintiffs' properties:

    a. Plaintiff Breen Realty's parcel as "Breen";

    b. Plaintiff Wilhelm Revocable Trust's parcel as number "8";

    c. Plaintiff Howard's parcel as "Mathewson";

    d. Plaintiff Inman's parcel as "Parcel 9" and "Charles W. McKinnon Jr";

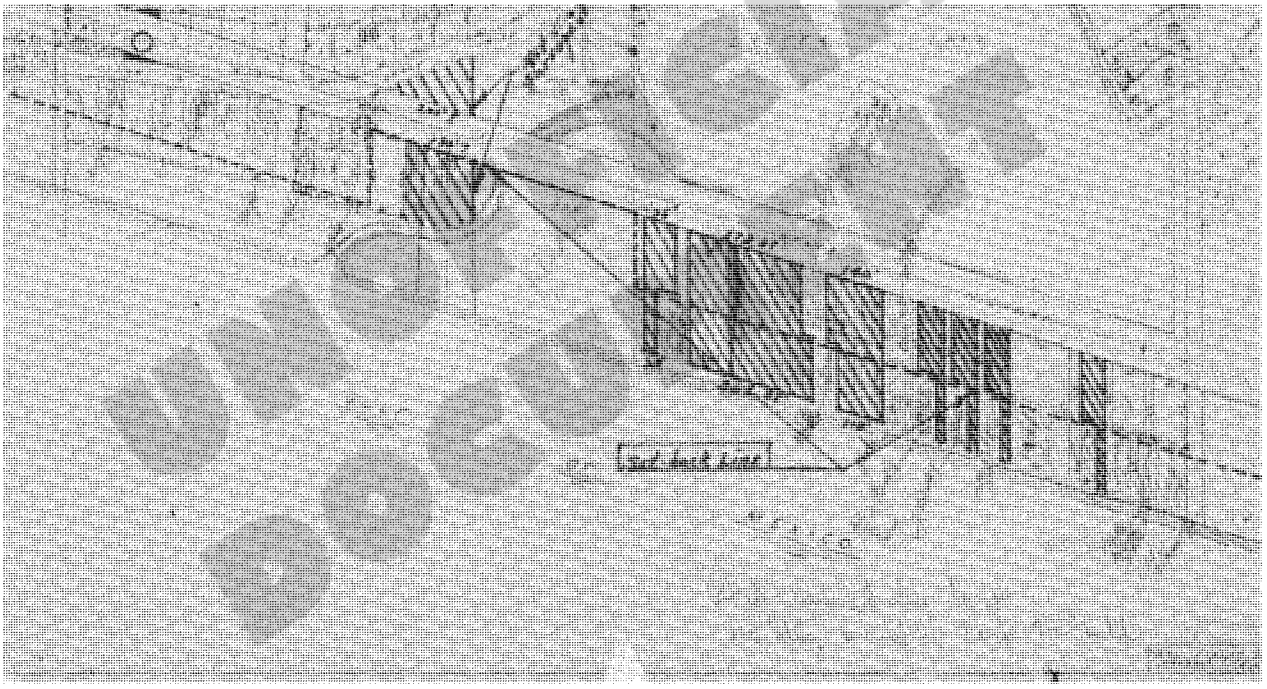
    e. Plaintiff Chandler's parcel as "Hampton"; and

    f. Plaintiff Ruckel's parcel as "Marion P. Ruckle [sic]."

    g. Plaintiff BLB Beach Hut LLC's parcel as "Hampton."

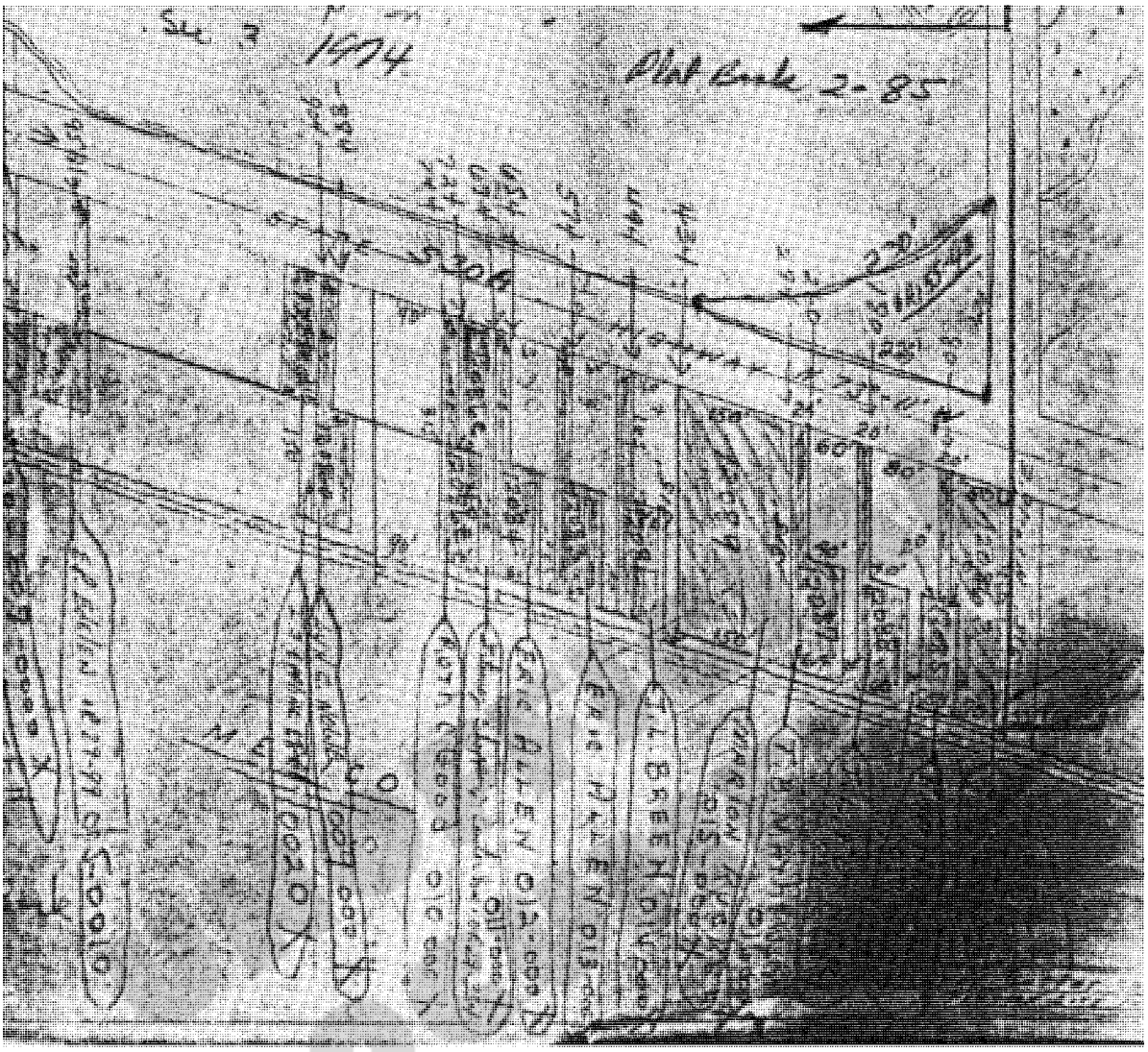
16. The Fractional Plat shows that the distance from the northernmost to the southernmost portions of Plaintiffs' parcels in 1967—i.e., to the "Gulf of Mexico"—was "315" feet. *Id.* The Fractional Plat thus evidences Defendant's intent to convey all of Plaintiffs' upland parcels to the Gulf of Mexico.

17. Additional undated plats created by Defendant's President, Eric Allen, show a clear intent to convey the properties on the Fractional Plat to the water line. For example, this undated drawing created by Eric Allen shows the parcels in the Fractional Plat area extending to the Gulf of Mexico:



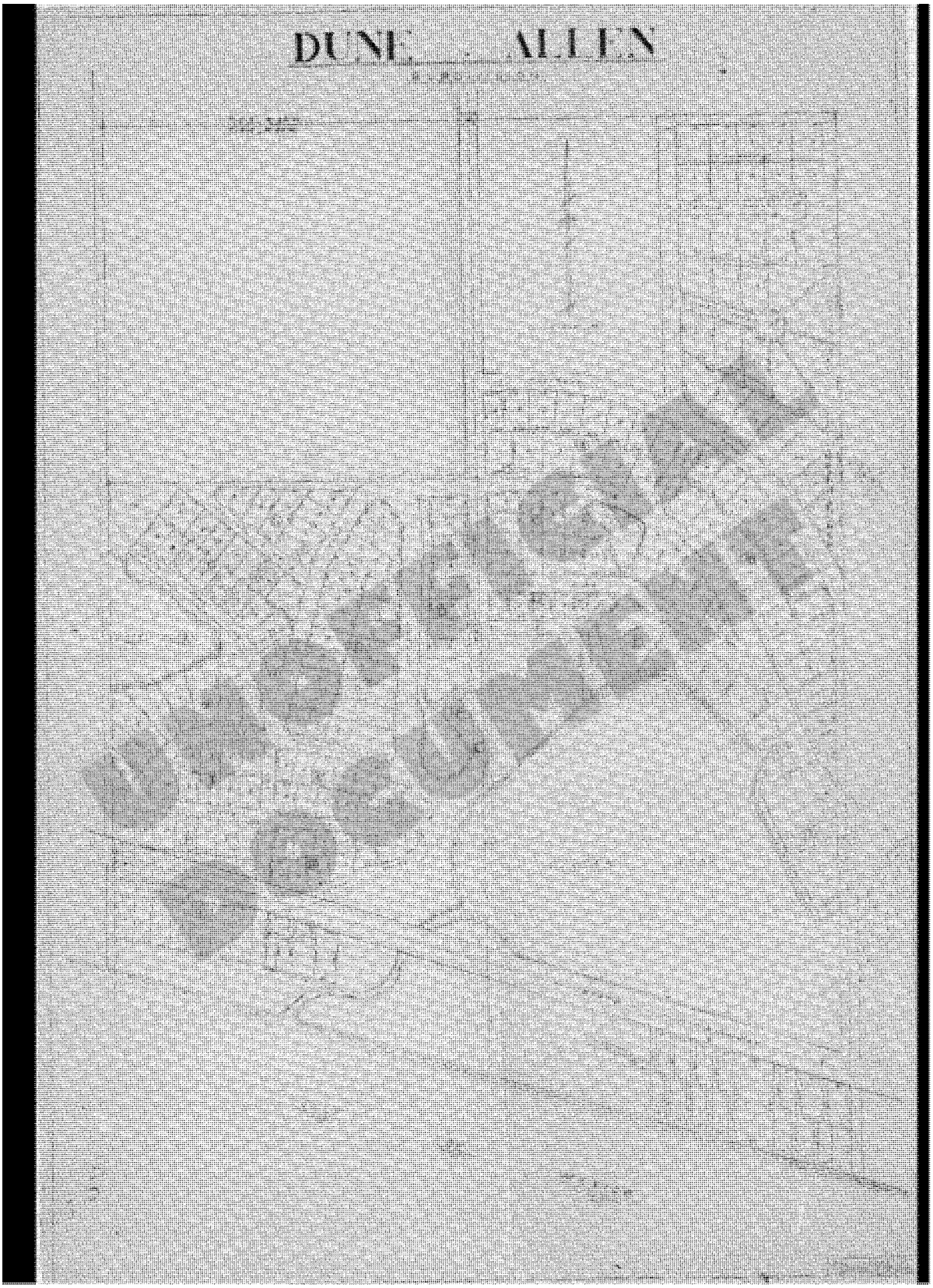
See **Exhibit C**.

18. Another similar drawing depicts the same:



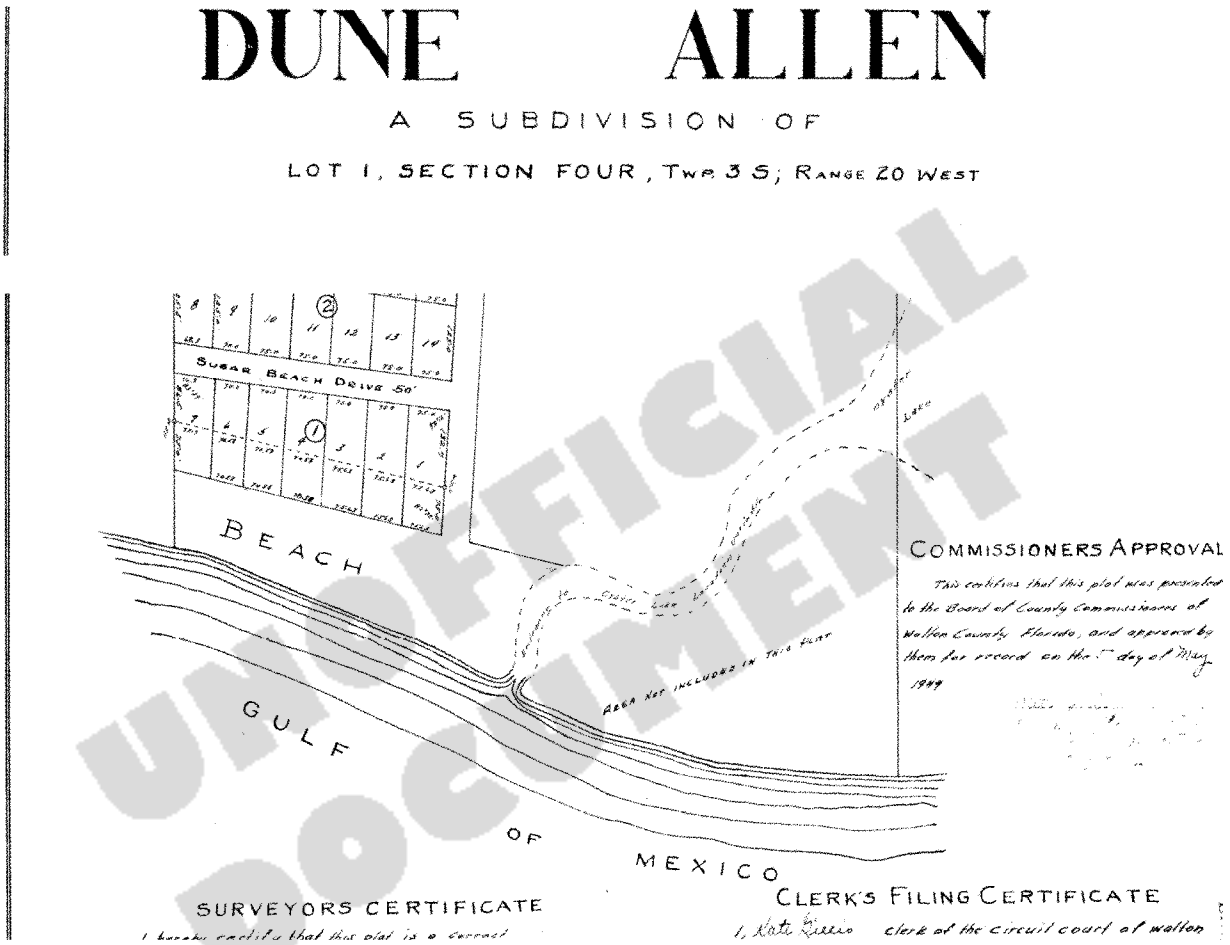
See **Exhibit D**.

19. A copy of an undated plat of the entire Dune Allen Subdivision clearly shows that the lots in the Fractional Plat area were intended to go to the Gulf of Mexico, and the lots to the west of the Oyster Lake outfall were stopped far short of the Gulf of Mexico:



See **Exhibit E**.

20. Indeed, the 1949 recorded plat of the Dune Allen Subdivision on the westside of the Oyster Lake Outfall, which is just to the west of the area in the Fractional Plat, expressly reserved an area of "beach" between the parcels and the Gulf of Mexico:



See **Exhibit F**.

21. Unlike the clear reservation of a "beach" area in the prior 1949 recorded plat of a portion of the overall Dune Allen Subdivision, Defendant's various drawings and the Fractional Plat evidence the exact opposite intent.

22. There was no intent to create a "community beach" seaward of the parcels in the Fractional Plat, unlike such an intent in the 1949 recorded plat of the Dune Allen Subdivision west of the Oyster Lake Outfall.

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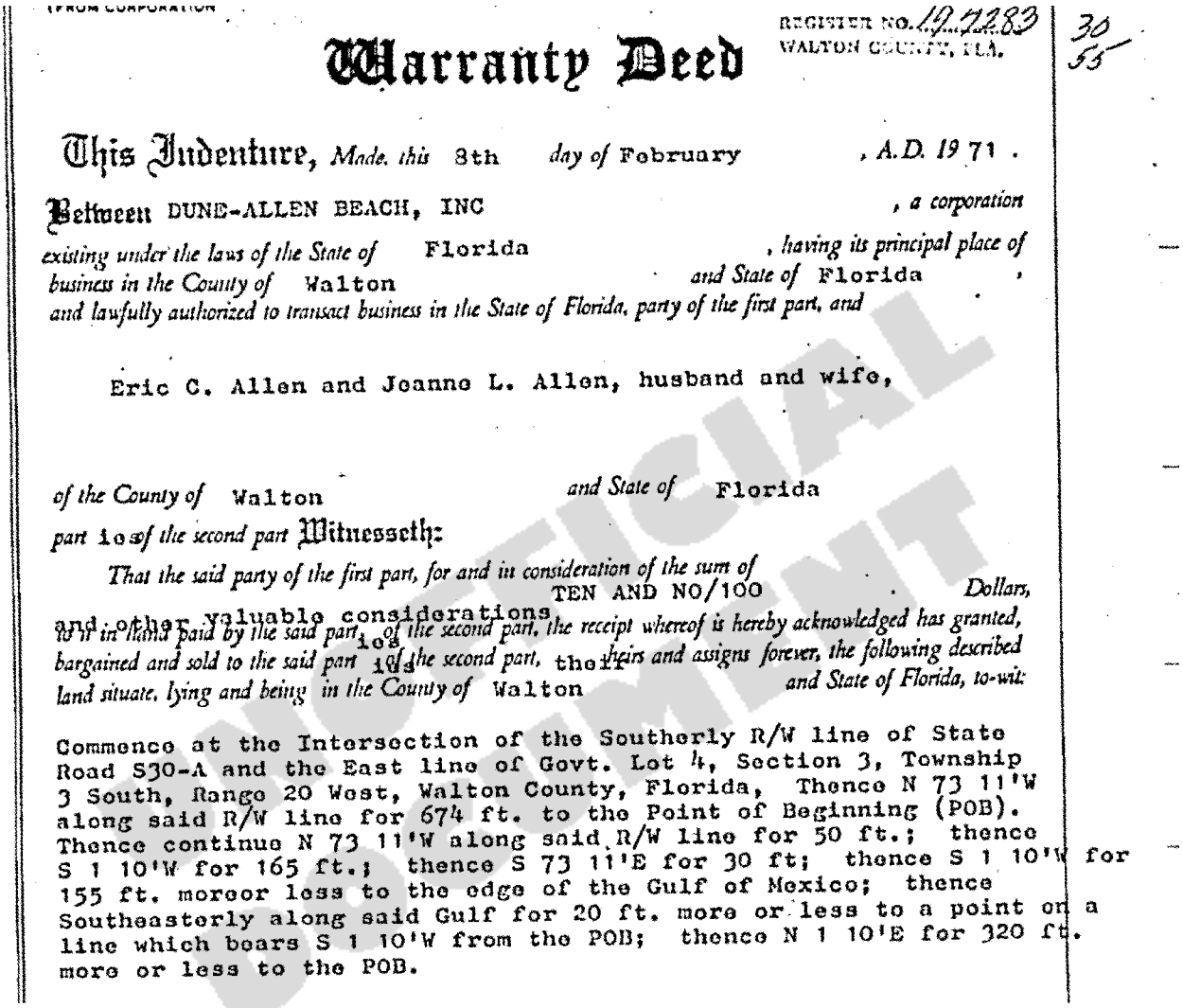
23. Moreover, a contemporaneous survey of the Ruckel property dated February 4, 1966 (which preceded the conveyance of the property from Defendant to Marion P. Ruckel by just eight days, on February 12, 1966) clearly depicts that the high-water line was landward of the 315-foot description in the deed, thus conveying riparian property:



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See **Exhibit G**.

24. Defendant specifically deeded one parcel in the Fractional Plat in 1971 to the "edge of the Gulf of Mexico" and measured that distance to be 320 feet more or less:



FROM CORPORATION

REGISTER NO. 19.7283
WALTON COUNTY, FLA.

30
55

Warranty Deed

This Indenture, *Made this* 8th *day of* February , *A.D. 19* 71 .

Between DUNE-ALLEN BEACH, INC , *a corporation existing under the laws of the State of* Florida , *having its principal place of business in the County of* Walton *and State of* Florida , *and lawfully authorized to transact business in the State of Florida, party of the first part, and*

Eric C. Allen and Joanne L. Allen, husband and wife,

of the County of Walton *and State of* Florida *part ies of the second part* Witnesseth:

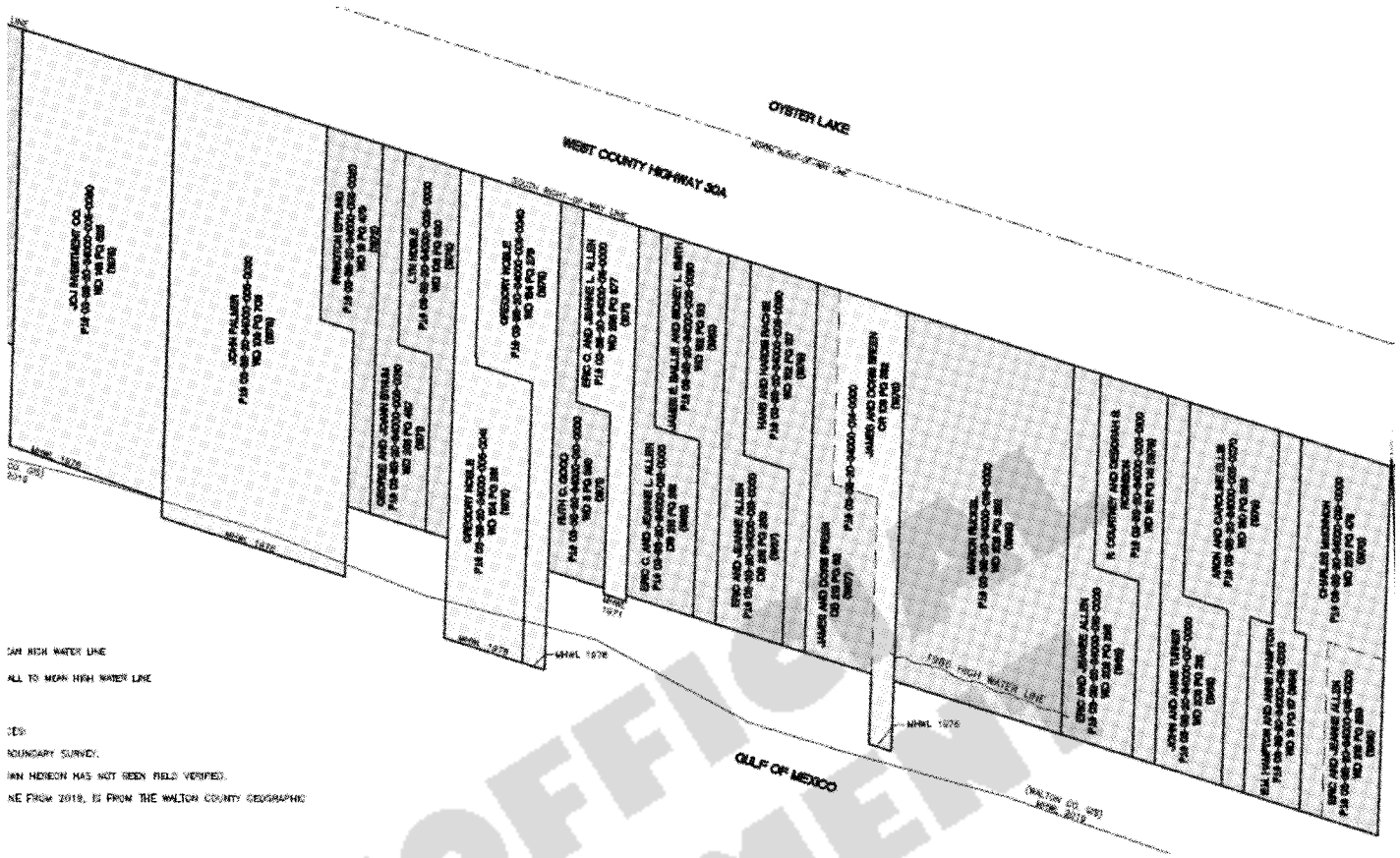
That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 *Dollars, and other valuable considerations to it in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said part ies of the second part, their heirs and assigns forever, the following described land situate, lying and being in the County of* Walton *and State of Florida, to-wit:*

Commence at the Intersection of the Southerly R/W line of State Road S30-A and the East line of Govt. Lot 4, Section 3, Township 3 South, Range 20 West, Walton County, Florida, Thence N 73 11'W along said R/W line for 674 ft. to the Point of Beginning (POB). Thence continue N 73 11'W along said R/W line for 50 ft.; thence S 1 10'W for 165 ft.; thence S 73 11'E for 30 ft; thence S 1 10'W for 155 ft. moreor less to the edge of the Gulf of Mexico; thence Southeasterly along said Gulf for 20 ft. more or less to a point on a line which bears S 1 10'W from the POB; thence N 1 10'E for 320 ft. more or less to the POB.

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See **Exhibit H**. Thus, Defendant believed in 1971 the boundary between state owned land and private riparian uplands was 320 feet from the 30A.

25. Moreover, Defendant conveyed four parcels within the Fractional Plat to the MHWL—in 1971, 1976, and two in 1978. Two other adjacent parcels to the Fractional Plat were conveyed by Defendant to the MHWL in 1976 and 1978. These conveyances demonstrate no intent to create or reserve a "community beach" in the Fractional Plat.



See **Exhibit J-1** (Surveyor Map).

26. Dr. James Breen began renting beach houses from the Allens in 1953. *See* **Exhibit I at 9–10**. (Deposition of Dr. Breen). Dr. Breen became friends with the Allens. ***Id.* at 10.**

27. Dr. Breen ultimately purchased three contiguous beachfront properties in Dune Allen. ***Id.* at 13.** Two properties were purchased from Defendant. The first property and the one subject to this lawsuit was purchased on September 5, 1967, from Defendant. ***Id.* at 18; *see* Exhibit A-1 000017.**

28. Dr. Breen testified that the understanding in the community in 1967 was that purchasing a beachfront lot included the beach to the water line. ***See* Exhibit I at 19**.

29. Dr. Breen testified that in purchasing the parcels, Eric Allen never indicated or mentioned anything regarding a community beach between Dr. Breen's property and the Gulf of

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Mexico or keeping ownership of any lands between Dr. Breen's property and the Gulf of Mexico. ***Id.* at 27**.

30. Dr. Breen testified that his family exercised control over the dry sandy beach south of their parcels. ***Id.* at 27–28**. And that Eric Allen never attempted to exercise control over the dry sandy beach south of Dr. Breen's parcels. ***Id.* at 28.** Nor did Eric Allen ever try to exclude him or his family from the dry sandy beach south of their parcels. ***Id.* at 28**.

31. Dr. Breen testified that Defendant, Dune Allen Beach, Inc., never asserted to him that he did not own to the Gulf of Mexico. ***Id.*** Additionally, Dune Allen Beach, Inc., never asserted to him that it intended to reserve lands south of his property between the Gulf of Mexico. ***Id.***

32. He further testified that Dune Allen Beach, Inc., never attempted to stop he or his family from exercising control over the dry sand beach or tried to exclude them from the dry sand beach. ***Id.* at 29.** Nor did Dune Allen Beach, Inc., ever attempt to exercise control of the dry sand beach. ***Id.***

33. Prior to the Florida Coastal Mapping Act of 1974, the MHWL did not exist as it is defined today. **Exhibit K, at 23:17–21** (Defendant's expert testifying that "[t]here were no mean high-water lines in the mid-60s"); **Exhibit L at 1** (defining the MHWL).

34. Defendant did not first "become aware of the term mean high water line" until the 1970s. **Exhibit M at 64:9–19**.

35. "[B]efore the mean high water line existed," Defendant had "no idea" what "the boundary between the private property and State owned submerged lands" was. **Exhibit M at 66:3–6.**

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36. Dune Allen has not produced any record evidence that there was ever any "community beach" seaward of Plaintiffs' properties. Not a single deed, plat, survey, marketing materials, sales materials, or notices refers to any such "community beach."

II. LEGAL STANDARD

Florida has adopted the federal summary judgment standard. *In re Amendments to Fla. Rule of Civil Proc. 1.510.*, 309 So. 3d 192, 192 (Fla. 2020). "A party may move for summary judgment, identifying each claim or defense—or the part of each claim or defense—on which summary judgment is sought." Fla. R. Civ. P. 1.510. "The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fla. R. Civ. P. 1.510(a); *see also generally Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986); *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986). The Florida "summary judgment standard . . . shall be construed and applied in accordance with the federal summary judgment standard." Fla. R. Civ. P. 1.510(a).

"A dispute regarding a material fact is genuine 'if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.'" *Likes v. DHL Express (USA), Inc.*, 787 F.3d 1096, 1098 (11th Cir. 2015) (quoting *Anderson*, 477 U.S. at 248). However, "[i]f the evidence is merely colorable, or is not significantly probative, summary judgment may be granted." *Id.* (quoting *Anderson*, 477 U.S. at 249–50 (internal citations omitted)). When the movant demonstrates "that no genuine dispute of material fact exists, the burden shifts to the non-movant to demonstrate a genuine issue of material fact that precludes summary judgment." *Davis v. Legal Servs. Ala., Inc.*, 19 F.4th 1261, 1265 (11th Cir. 2021) (citing *Clark v. Coats & Clark, Inc.*, 929 F.2d 604, 608 (11th Cir. 1991)). To do so, "[t]he non-movant must go beyond the pleadings and

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present competent evidence of specific facts to show that a genuine issue exists." *Id.* (citing *Young v. City of Palm Bay*, 358 F.3d 859, 860 (11th Cir. 2004)).

III. ANALYSIS

The Court begins by addressing three threshold arguments asserted by Defendant—(1) authentication of documents on summary judgment, (2) affirmative defenses, and (3) a statute of limitations affirmative defense.

A. Authentication of Documents on Summary Judgment

Defendant argues that Plaintiffs "impermissibly rely on unauthenticated documents as the basis for their MSJ." (Def.'s Resp. to Pls.'s MSJ at 16). However, the legal authority that Defendant cites is outdated and no longer controlling. "[A]uthentication of documents no longer is required at the summary judgment stage." *Patterson v. City of Melbourne*, 669 F. Supp. 3d 1204, 1217 (M.D. Fla. 2023) (quoting *Higgens v. Trident Asset Mgmt., LLC*, No. 16-24035-Civ-Scola, 2017 U.S. Dist. LEXIS 224483, at *5 (S.D. Fla. July 21, 2017)). Following an amendment to the Federal Rules of Civil Procedure[6] in 2010, "the proper question for summary judgment is not whether the evidence in its current form is admissible, but whether it can be offered in an admissible form." *First Nat'l Bank of Oneida, N.A. v. Brandt*, 851 F. App'x 904, 908 (11th Cir. 2021) (collecting cases); *Patterson*, 669 F. Supp. 3d at 1217 ("[A]ll that is required is 'that evidence be presentable in admissible form at trial.'" (quoting *Higgens*, 2017 U.S. Dist. LEXIS 224483, at *5)). Thus, "[o]n motions for summary judgment, [the Court] may consider only that evidence which can be reduced to an admissible form." *Robertson v. Interactive Coll. of Tech./Interactive Learning Sys.*, 743 F. App'x 269, 273 (11th Cir. 2018) (quoting *Rowell v. BellSouth Corp.*, 433 F.3d 794, 800 (11th Cir. 2005); citing *Celotex*, 477 U.S. at 324).

[6] As explained above, Florida has adopted the Federal Summary Judgment Rule.

An important piece of evidence here that Plaintiffs rely upon and Defendant contends is unauthenticated is the Ruckel Survey. *See* **Exhibit G**. Plaintiffs argue that the Ruckel Survey is self-authenticating under Florida Statute 90.902(9), which provides:

> Extrinsic evidence of authenticity as a condition precedent to admissibility is not required for: . . . Any signature, document, or other matter declared by the Legislature to be presumptively or prima facie genuine or authentic.

The Ruckel Survey is a survey signed by a licensed professional surveyor (as noted by his license number denoted on the survey). Florida Statute provides that "final drawings, plans, specifications, plats, or reports prepared or issued by the registrant in accordance with the standards of practice established by the board shall be signed by the registrant, dated, and stamped with his or her seal." Fla. Stat. § 472.025(1). Florida Statute further provides that such "signature, date, and seal" on plans, plats, or the like "shall be evidence of the authenticity of that to which they are affixed." Fla. Stat. 472.025(1). Therefore, because the Legislature has determined that a Florida licensed and registered land surveyor and mapper's signature, date, and seal is "evidence of authenticity," the survey at trial would be self-authenticating under Florida Statute 90.902(9).

Defendant also argues that the Ruckel Survey "is a classic example of hearsay." (Def.'s Resp. to Pls.' MSJ at 16). However, the Ruckel Survey falls within three different hearsay exceptions: (1) statements in ancient documents, (2) statements in documents affecting an interest in property, and (3) records of regularly conducted business activity. First, "[s]tatements in a document in existence 20 years or more, the authenticity of which is established," are a hearsay exception. Fla. Stat. § 90.803(16). Second, "[a] statement contained in a document purporting to establish or affect an interest in property, if the matter stated was relevant to the purpose of the document . . . " are also a hearsay exception. *Id.* § 90.803(15). Finally, records of regularly conducted business activity fall under a hearsay exception. *Id.* at § 90.803(6). The Ruckel Survey

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was found and produced by Defendant from Defendant's business records. Indeed, the survey is dated eight days before Defendant executed a deed conveying the parcel to Mr. Ruckel. Thus, the Ruckel Survey clearly falls within a hearsay exception, so it is admissible as summary judgment evidence because it could be reduced to admissible form at trial.[7]

B. Affirmative Defenses

Defendant argues that "Plaintiffs have not refuted any of the affirmative defenses raised by [Defendant]." (Def.'s Resp. to Pls.'s MSJ at 21). However, "[a] summary judgment movant under the federal standard need not 'preemptively tackle all of [the nonmovant's] affirmative defenses.'" *G & G in Between Bridge Club Corp. v. Palm Plaza Assocs., Ltd.*, 356 So. 3d 292, 299 (Fla. 2d DCA 2023) (citation omitted). "[O]n a plaintiff's motion for summary judgment on its claims, the defendant bears the initial burden of showing that [an] affirmative defense is applicable." *Id.* (quoting *Blue Cross & Blue Shield of Ala. v. Weitz*, 913 F.2d 1544, 1552 (11th Cir. 1990)); *Chowdhury v. BankUnited, N.A.*, 366 So. 3d 1130, 1133 n.2 (Fla. 3d DCA 2023) ("[T]o the extent that [the defendant] relied on an affirmative defense to [the plaintiff]'s claim, [the defendant] bore the burden of showing that the affirmative defense was applicable and, therefore, precluded entry of summary judgment."); *see Thorsteinsson v. M/V Drangur*, 891 F.2d 1547, 1550–51 (11th Cir. 1990) (explaining that a defendant bears the burden of proof on its affirmative defenses at trial).

Here, Defendant only raised its statute of limitations defense, which is addressed below.[8] Because Defendant did not raise any further affirmative defenses either in Defendant's MSJ or in

[7] The same hearsay analysis applies to the historic plats and drawings kept by Defendant as part of Defendant's business records and produced by Defendant in this case.
[8] Defendant also asserted a defense of failure to join indispensable parties, but Defendant withdrew that argument at hearing.

response to Plaintiffs' MSJ, Defendant has failed to meet its burden as to those, and summary judgment for Plaintiffs is not precluded by such.

C. Statute of Limitations

Defendant argues that "several of Plaintiffs' claims are barred by the applicable statute of limitations." (Def.'s MSJ at 13). Specifically, Defendant contends that Plaintiffs' "claims are governed by the four-year statute of limitations under Section 95.11(c)(1)." (*Id.* at 14). This argument relies upon a presumption that is untrue.

The Court assumes *arguendo* that a four-year statute of limitations applies to Plaintiffs' claims as Defendant argues—a finding the Court need not and does not reach. However, Defendant's argument is premised upon a faulty presumption that the statute of limitations begins to accrue upon Plaintiffs' purchase of their parcels. This is incorrect. "As a general rule, a statute of limitations begins to run when there has been notice of an invasion of legal rights or a person has been put on notice of his right to a cause of action." *Snyder v. Wernecke*, 813 So. 2d 213, 216 (Fla. 4th DCA 2002) (applying this rule to a claim under section 95.11's four-year statute of limitations) (citing *City of Miami v. Brooks*, 70 So. 2d 306 (Fla. 1954)).

When Plaintiffs purchased their parcels—and for many years thereafter—Plaintiffs operated under the belief that they owned them to the MHWL, i.e., all the way to the Gulf of Mexico. Thus, the date of conveyance of the parcels is irrelevant to this analysis. Only recently, after customary use disputes in Walton County, has Defendant, through the leadership of the nieces of the Allens, asserted it owns the beach seaward of the 315-foot mark. **Exhibit M, at 127:1–128:16** (Defendant's corporate representative testifying that she was "not sure the exact date," but Defendant's shareholder only first informed Plaintiffs that Defendant asserted a claim to the disputed beach "after the Customary Use lawsuit"). That lawsuit was not even filed until December

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2018 and did not resolve until April of this year. *See In re: Affirming Existence of Recreational Customary Use*, No. 2018-CA-000547 (Walton Cnty. Cir. Ct. 2018); No. 1D2021-3532 (Fla. 1st DCA 2021) (mandate issued Apr. 15, 2024). Plaintiffs filed this lawsuit in October 2023.

The timespan between the date of filing of the customary use lawsuit and the filing of this lawsuit is four years and ten months. But Defendant's corporate representative testified that it only informed Plaintiffs of Defendant's claim to the beach on Plaintiffs' parcels *after* the customary use lawsuit. Defendant is unable to demonstrate an exact date of notice. "The pleader has the burden to prove the statute of limitations affirmative defense." *Elmore v. Fla. Power & Light Co.*, 895 So. 2d 475, 478 (Fla. 4th DCA 2005) (citing *Town of Miami Springs v. Lawrence*, 102 So. 2d 143, 146 (Fla. 1958)). Defendant has not met its burden on this defense.

D. Latent Ambiguity

Defendant argues that the Court should grant summary judgment in its favor "because the unambiguous language of Plaintiffs' deeds contradicts their claims." (Def.'s MSJ at 7 (capitalization omitted)). Whereas, Plaintiffs argue that Plaintiffs' deeds contain a latent ambiguity, which requires the Court to look to extrinsic evidence to interpret the deeds. (Pls.' Resp. to Def.'s MSJ at 17–26). Plaintiffs are correct—Plaintiffs' deeds contain a latent ambiguity.

"Deeds are analyzed in the same manner as contracts." *Beach Towing Servs. v. Sunset Land Assocs., LLC*, 278 So. 3d 857, 860 n.3 (Fla. 3d DCA 2019) (citing *Branscombe v. Jupiter Harbour, LLC*, 76 So.3d 942, 947 (Fla. 4th DCA 2011)). A latent ambiguity occurs where the language used in the contract (or deed) appears to be clear "but some extrinsic fact or extraneous evidence creates a necessity for interpretation or a choice among two or more possible meanings." *Janoura Partners, Ltd. Liab. Co. v. Palm Beach Imps., Inc.*, 264 So. 3d 942, 946 (Fla. 4th DCA 2018)

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(quoting *Ace Elec. Supply Co. v. Terra Nova Elec., Inc.*, 288 So. 2d 544, 547 (Fla. 1st DCA 1973)); *City of Clearwater v. BayEsplanade.com, Ltd. Liab. Co.*, 251 So. 3d 249, 254 (Fla. 2d DCA 2018).

One cannot know whether the deeds in conveying property to the 315-foot mark conveyed riparian property unless one knows where the high-water line was at the time of conveyance. If the high-water line was landward of the 315-foot mark, then riparian property was conveyed. If the high-water line was seaward of the 315-foot mark, then no riparian property was conveyed. Thus, the location of the "high water mark", i.e., the boundary between riparian lands and sovereign submerged lands, landward of 315 feet during the 1960s creates a latent ambiguity in Plaintiffs' deeds. The Court must then turn to extrinsic evidence to resolve this latent ambiguity.

i. Extrinsic Evidence

"Where there is a latent ambiguity in a deed or contract, parol and other extrinsic evidence may be introduced to show the true intent of the parties." *Bd. of Trs. of the Int. Imp. Tr. Fund v. Lost Tree Vill. Corp.*, 805 So. 2d 22, 26 (Fla. 4th DCA 2001) (collecting cases). "In construing the deed the design of the maker must be gathered from the whole instrument. We have the right to look to the subject matter embraced in the instrument, and to the intention of the parties and the conditions surrounding them . . . , and the intent, and not the words, is the principal thing to be regarded." *McNair & Wade Land Co. v. Adams*, 45 So. 492, 493 (1907). To that end, "[a] deed is to be construed most strongly against the grantor and most beneficially for the party to whom it is made." *Central & S. Florida Flood Control Dist. v. Surrency,* 302 So.2d 488, 490 (Fla. 2d DCA 1974) (citing *Reid v. Barry*, 112 So. 846 (Fla. 1927).

Here, each of Plaintiffs' parcels was deeded from Defendants between 1964 and 1970. *See* **Exhibit A-1 000017; Exhibit A-2 000023; Exhibit A-4 000019; Exhibit A-5 000015; Exhibit A-5 000019; Exhibit A-6 000015; Exhibit A-7 000017.** Plaintiffs' deeds, as conveyed between

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1964 and 1970, each contain language deeding the parcels in metes and bounds extending 315 feet from Highway 30A. *See, e.g.*, **Exhibit A-1 000017.**

During this time, the MHWL did not legally exist as it is defined today. **Exhibit K, at 23:17–21** (Defendant's expert testifying that "[t]here were no mean high-water lines in the mid-60s"). Indeed, Defendant did not first "become aware of the term mean high water line" until the 1970s. **Exhibit M at 64:9–19**. In 1970, an amendment to the Florida Constitution adopted the MHWL as the boundary between riparian lands and state sovereign submerged lands. Fla. Const. Art. X, § 11. Then, in 1974, the MHWL as it is known today was defined in the Florida Coastal Mapping Act of 1974. **Exhibit L, at 1.**

Prior to the Coastal Mapping Act, the boundary between a private riparian owner's land and state sovereign submerged lands was defined by common law. For lands originating from federal land—as the property here did (it originated from a federal patent deed)—federal law applied prior to Florida passing the Coastal Mapping Act. *Borax Consol., Ltd. v. Los Angeles*, 296 U.S. 10, 22 (1935) ("The question as to the extent of this federal grant, that is, as to the limit of the land conveyed, or the boundary between the upland and the tideland, is necessarily a federal question. It is a question which concerns the validity and effect of an act done by the United States; it involves the ascertainment of the essential basis of a right asserted under federal law."); *Martin v. Busch; Miller v. Bay to Gulf Inc.,* 193 so. 425 (Fla. 1940). Federal law clearly defined the boundary of "tideland," or sovereign submerged lands, as "the high water mark." *Borax*, 296 U.S. at 22.

Defendant readily admits that "before the mean high water line existed," as we know it today under the Coastal Mapping Act, Defendant had "no idea" what "the boundary between the private property and State owned submerged lands" was. **Exhibit M at 66:3–6.** If that boundary

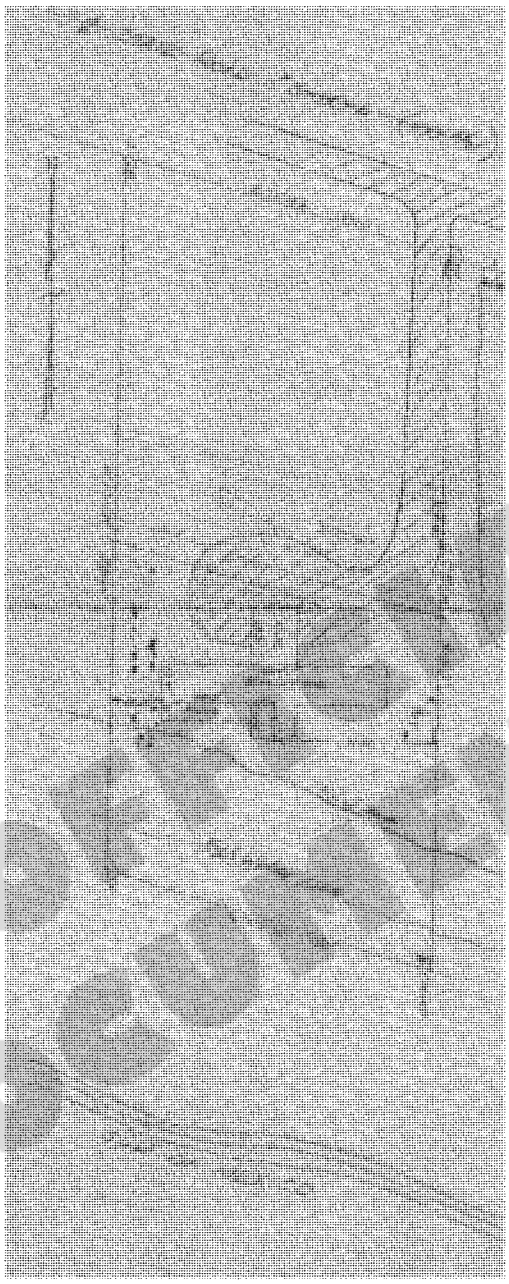
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was equal to or landward of 315 feet from Highway 30A, then all of the riparian land owned by Defendant was deeded to Plaintiffs (or their predecessors in title). Even Defendant's expert agrees with this point. **Exhibit K, at 36:9–37:19.**

Here, Plaintiffs present clear record evidence of the location of "the high water mark" along Plaintiffs' portion of the beach in the 1960s. Specifically, a survey of the Ruckel property dated February 4, 1966 (which preceded the conveyance of the property from Defendant to Marion P. Ruckel by just eight days, on February 12, 1966) clearly depicts that the "High Water Line" was landward of the 315-foot description in the deed.[9]

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[9] While the Ruckel Survey was taken on the Ruckel property, given the dimensions of Plaintiffs' properties along the same stretch of beach as the Ruckel parcel—as depicted on the Fractional Plat created by Defendant in 1967, ***see*** **Exhibit B**—it is clear that the "High Water Line" depicted on the Ruckel Survey would be well within the 315-foot mark for all of Plaintiffs' parcels.

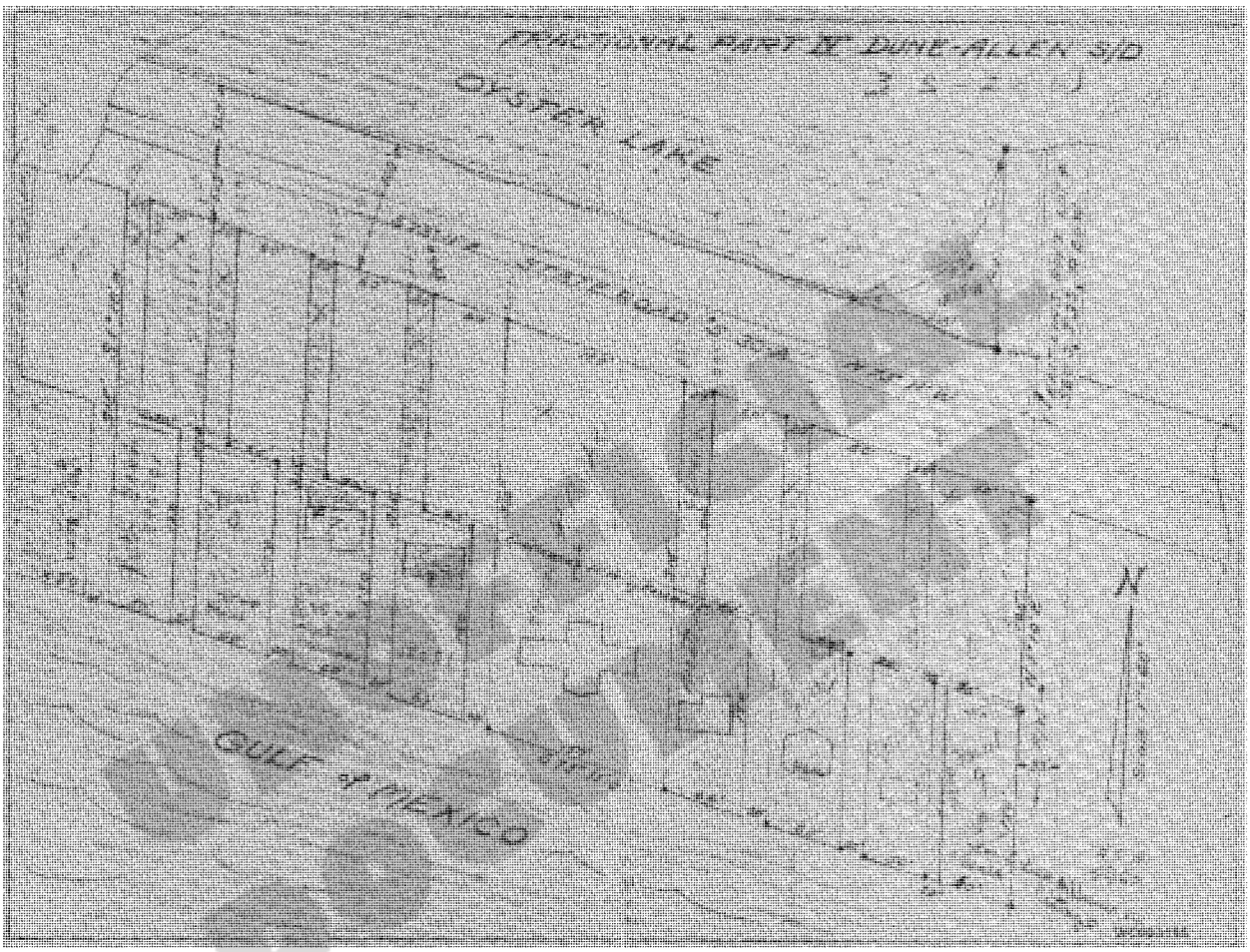


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See **Exhibit G**. At the hearing, Defendant presented no record evidence to the contrary.[10] ***See also*** **Exhibit K, at 37:20–38:3.**

[10] At the hearing, Defendant argued that photographs of the beach and testimony of a lay witness create a genuine dispute of fact as to this issue. However, a dispute of material fact is genuine only "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Likes*, 787 F.3d at 1098 (quoting *Anderson*, 477 U.S. at 248). The Court finds Defendant's cited evidence—photographs without any permanent landmarks and a lay witness's guess about the

Evidence of Defendant's "true intent" to convey riparian property can also be found in the Fractional Plat created by Eric Allen in 1967, showing that Plaintiffs' parcels extended to or past the high-water line of the Gulf of Mexico.



See **Exhibit B.** And because the fractional plat portrayed all the parcels to the exact same boundary (i.e., 315-foot mark/Gulf of Mexico) in this area, it is clear Defendant's intent was to convey all of the parcels in the fractional plat to the Gulf of Mexico.

Additional evidence of Defendant's true intent regarding the riparian boundary line can be found in a 1971 deed for an adjacent parcel from Defendant to the Allens. ***See*** **Exhibit H**. In the

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beach width—"is not significantly probative," so summary judgment is appropriate. *Id.* **(quoting** *Anderson*, **477 U.S. at 249–50 (internal citations omitted)); (***see* **Oct. 18, 2024 Hr'g Tr. at 88:21–89:2).**

1971 deed, Defendant deeded the subject parcel "more or less to the edge of the Gulf of Mexico," which Defendant believed was "320 ft." from Highway 30A. ***Id.*** The 1971 deed shows that Defendant itself believed that it was deeding this parcel all the way to the Gulf of Mexico, which boundary it believed was 320 feet from Highway 30A in 1971. It is not a leap to then conclude that when Defendant was deeding parcels other parcels using this 315-foot mark that it was Defendant's intent to deed them to the Gulf of Mexico.

Evidence of the Allens' intent can also be gleaned from actions they took in other parts of the Dune Allen subdivision and their failure to expressly reserve any "community beach" on Plaintiffs' parcel. In the 1949 recorded plat of the Dune Allen Subdivision on the west side of the Oyster Lake Outfall, which is just to the west of the area in the Fractional Plat, Defendant expressly reserved an area of "beach" between the parcels and the Gulf of Mexico. *See* **Exhibit F**. Neither Defendant nor the Allens carved out any similar reservation of "community beach" on any plat or in any deeds for Plaintiffs' parcels.

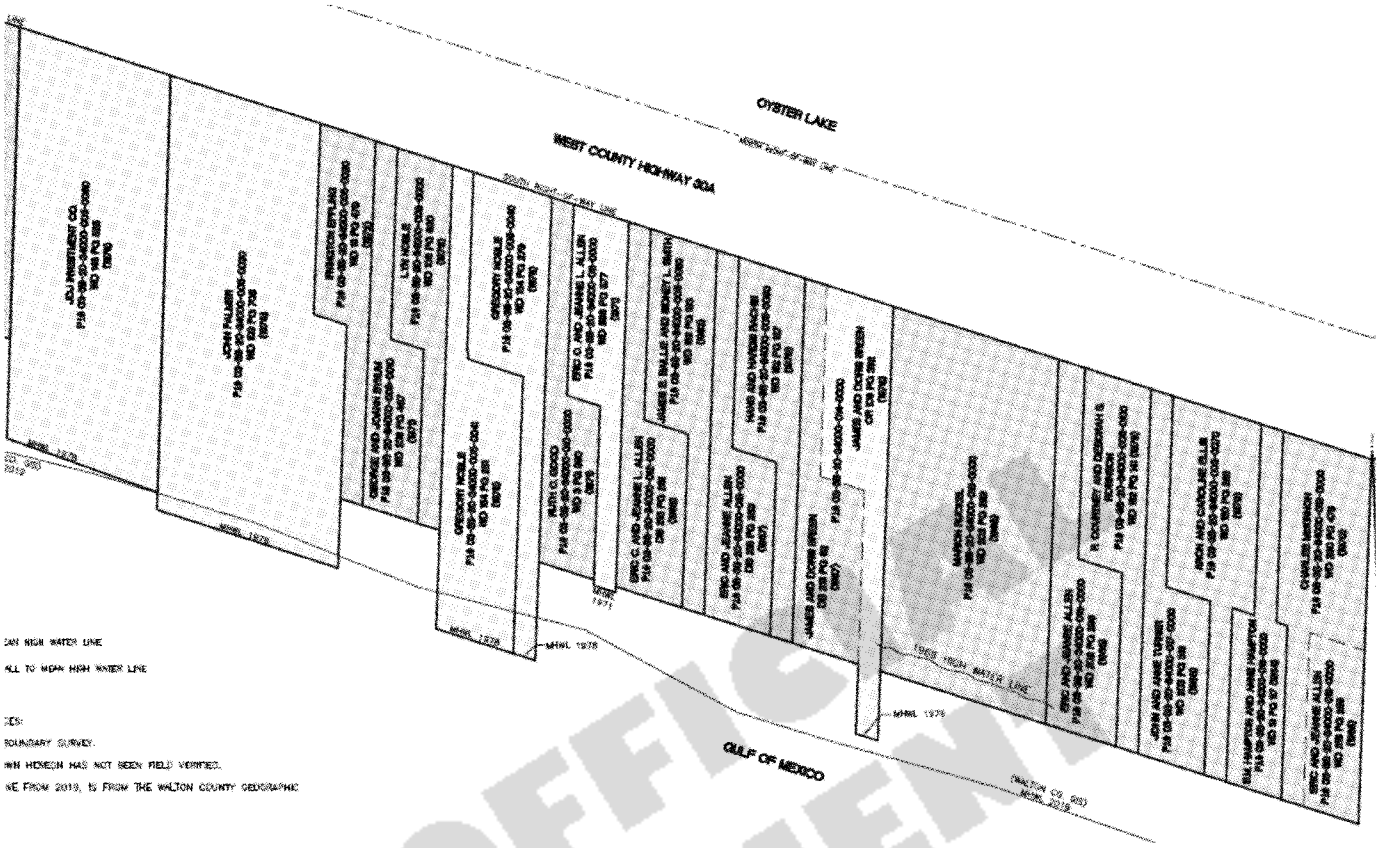
Without such an express reservation as was done on the west side of the Oyster Lake Outfall, the boundary defaults to the "natural monument" of the Gulf of Mexico. *Accardi v. Regions Bank*, 201 So. 3d 743, 748 (Fla. 4th DCA 2016) ("Without an express carving out of the alluvium, it was presumed to pass with the original property"); *Haynes v. Carbonell*, 532 So. 2d 746, 748 (Fla. 3d DCA 1988) ("[S]everance of riparian or littoral rights cannot be inferred from a deed which is silent on the subject of riparian land or rights.").

Nor did the Allens express any intent to purchasers such as Dr. Breen, that they intended to reserve any beach on the parcels being conveyed. **Exhibit I at 27**. Rather, the understanding in the community was that purchasing a beachfront lot included the beach to the Gulf of Mexico. ***Id.*** **at 19**.

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More of Defendant's actions in the 1970s (after the MHWL became the legal boundary between state sovereign submerged lands and private riparian uplands) also support this conclusion regarding the grantor's intent. Defendant conveyed four parcels within the Fractional Plat to the Gulf of Mexico or MHWL—in 1971, 1976, and two in 1978. Two other adjacent parcels to the Fractional Plat were conveyed by Defendant to the MHWL in 1976 and 1978. These six conveyances demonstrate no intent to create or reserve a "community beach" of any kind in the area of Plaintiffs' parcels.

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See **Exhibit J-1** (Surveyor Map). These conveyances created "piano key" cutouts that prevents any contiguous community beach, evidencing that Defendant did not intend to reserve such. Quite simply, all of the record evidence demonstrates Defendant's intent to convey riparian property when it conveyed parcels to the 315-foot mark, including Plaintiffs' parcels.

ii. Riparian Lands

As explained by the above analysis and on the record at the October 18, 2024 hearing, the Court finds that Defendant conveyed riparian lands (and the rights appurtenant thereto) to Plaintiffs. (Oct. 18, 2024 Hr'g Tr. at 87:12–88:16). Because "riparian rights . . . go[] with the land," any accretion or reliction vests in the riparian owner. (*Id.* at 88:12–16). Accordingly, title to the

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accretion that has occurred since the conveyance of the parcels by Defendant—if any—accrues to Plaintiffs. *Bd. of Trs. v. Sand Key Assocs.*, 512 So. 2d 934, 937 (Fla. 1987) (collecting cases).[11]

The law in Florida is clear that "title to additional lands caused by accretions and relictions is vested in owners of abutting waterfront lands." *Id.*; *State v. Fla. Nat'l Props., Inc.*, 338 So. 2d 13, 17 (Fla. 1976); *Brickell v. Trammel*, 82 So. 221, 227 (Fla. 1919); *Thiesen v. Gulf, F. & A. R. Co., 78 So. 491, 503 (Fla. 1917); Merrill-Stevens Co. v. Durkee*, 57 So. 428, 431 (Fla. 1911); *Broward v. Mabry*, 50 So. 826, 830 (Fla. 1909). *See also Ford v. Turner*, 142 So. 2d 335, 340 (Fla. 2d DCA 1962); *Paxson v. Collins*, 100 So. 2d 672, 674 (Fla. 3d DCA 1958); *Mexico Beach Corp. v. St. Joe Paper Co.*, 97 So. 2d 708, 710 (Fla. 1st DCA 1957).

The doctrine of accretion is well established:

> There are four reasons for the doctrine of accretion: (1) *de minimis non curat lex*; (2) he who sustains the burden of losses and of repairs imposed by the contiguity of waters ought to receive whatever benefits they may bring by accretion; (3) it is in the interest of the community that all land have an owner and, for convenience, the riparian is the chosen one; (4) the necessity for preserving the riparian right of access to the water. *See*, *St. Clair County v. Lovingston*, 90 U.S. (23 Wall.) 46, 67, 23 L. Ed. 59 (1874); Maloney, Plager and Baldwin, *Water Law and Administration: The Florida Experience*, page 386 (1968).
>
> An additional reason behind the doctrine of accretion relates to the riparian owner's ability to use his land. The ordinary high water mark is well established as the dividing line between private riparian and sovereign or public ownership of the land beneath the water. This dividing line was not chosen arbitrarily.
>
> The use of this dividing line has been reaffirmed in *Hughes v. Washington*, 389 U.S. 290, 88 S. Ct. 438, 19 L. Ed. 2d 530 (1967),

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[11] **It is indeed possible that the discrepancy between the 315-foot mark and any subsequent MHWL is due to the passage of the Coastal Mapping Act of 1974 that created a specific manner to calculate the location of the MHWL which differed from the way surveyors previously identified the "high water line." The other possible explanation is the beach accreted. In either event, it matters not as riparian property was conveyed by Defendant such that it retained no property.**

where the court reaffirmed the *Lovingston* accretion doctrine in a contest between the state and a private riparian. There the court said:

> "Any other rule would leave riparian owners continually in danger of losing access to water which is often the most valuable feature of their property, and continually vulnerable to harassing litigation challenging the location of the original water lines." *Id.* at 293-294, 88 S. Ct. at 440-441.

> It is apparent that the reasoning behind this line is demonstrated in the day to day utilization of the waterfront property by its riparian owner. Although the mean or high water mark is an average over a number of years, the daily mark of a high tide on the shore gives both the riparian and the public notice of their possible use of the land on either side of the mark.

Bd. of Trs. v. Medeira Beach Nominee, Inc., 272 So. 2d 209, 212–13 (Fla. 2d DCA 1973).

Finally, the principle of law found in *Haynes v. Carbonell*, 532 So. 2d 746, 749 (Fla. 3d DCA 1988) is controlling:

> In determining the intent of the grantor where an ambiguity exists as to the location of a property boundary line, the ambiguity being caused by a called natural boundary and conflicting called distances, the natural boundary supersedes as a matter of law. *See Trustees of the Internal Improvement Fund v. Wetstone*, 222 So.2d 10 (Fla. 1969); *Watrous v. Morrison*, 33 Fla. 261, 14 So. 805 (1894); *Calder v. Hillsboro Land Co.*, 122 So.2d 445 (Fla. 2d DCA 1960). Insofar as the 300.43 feet distance expressed in the deed defines the property boundary and conflicts with the identification of the Gulf of Mexico as a boundary, the Gulf of Mexico, as a natural monument, supersedes.

Thus, the Court must resolve the latent ambiguity in the deeds in Plaintiffs' favor. The boundary of Plaintiffs' properties is the Gulf of Mexico, and Plaintiffs have the riparian right to the accretions or additions to Plaintiffs' properties, which become part of the original parcels.

E. Quiet Title

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In Count I, Plaintiffs bring a quiet title claim.[12] "To prevail on a quiet title action, the plaintiff must show (1) it has legal title to the property and (2) another entity has an invalid claim to the title that (3) is a cloud on the plaintiff's title." *U.S. Bancorp v. Taharra Assets 5545, Inc.*, 378 So. 3d 630, 633 (Fla. 4th DCA 2024).

In this case, the Plaintiffs have shown they have undisputed legal title to their parcels to the Gulf of Mexico/MHWL, for the reasons discussed above. Defendant has asserted a claim to the existing land between the 315-foot mark and the existing MHWL. Defendant's claim is invalid and creates a cloud on Plaintiffs' titles. Accordingly, Plaintiffs are entitled to summary judgment on their quiet title claim. When Defendant deeded parcels to 315-foot mark, as reflected on the Fractional Plat, it intended to deed such parcels them all the way to the Gulf of Mexico/MHWL. Therefore, Plaintiffs owned—and still own—all of the property to the Gulf of Mexico/MHWL because they have a legal right to title to all accretions since that time. The Court grants summary judgment to Plaintiffs on their quiet title claim.

F. Declaratory Judgment

In Count II, Plaintiffs request declaratory judgment "adjudicating Plaintiffs' rights to ownership and entitlement to the accreted lands lying south of and adjacent to their respective parcels to the mean high water line of the Gulf of Mexico . . . , with all rights to be in perpetuity and as covenants running with the land." (Breen Realty Am. Compl. at 11; BLB Beach Hut Am. Compl. at 11). For the reasons discussed above, the Court grants Plaintiffs the requested declaratory judgment.

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[12] **Plaintiffs Breen Realty and Wilhelm Revocable Trust filed their Amended Complaint on November 20, 2023, in Case No. 2023-CA-601. Plaintiffs BLB Beach Hut LLC, Howard, Inman, Chandler, and Ruckel filed their Second Amended Complaint on March 8, 2024, in Case No. 2023-CA-671. Both complaints plead: Count I—Quiet Title and Count II—Declaratory Judgment. On February 27, 2024, the Court consolidated the two cases for all purposes.**

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IV. CONCLUSION

In accordance with the foregoing, it is **ORDERED** and **ADJUDGED** as follows:

1. Plaintiffs' Partial Motion for Summary Judgment, filed on July 25, 2024, is **GRANTED**.

2. BLB Beach Hut LLC's Motion for Summary Judgment, filed on August 30, 2024, is **GRANTED**.

3. Defendant's Motion for Summary Judgment, filed on September 6, 2024, is **DENIED**.

4. **FINAL JUDGMENT** is entered in favor of Plaintiffs as follows, such that Defendant shall take nothing in this action:

    a. Plaintiff BREEN REALTY LTD LP is the fee simple owner of the West parcel[13] of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-014-0000. Title to this parcel is quieted as to all others to the Mean High-Water Line of the Gulf of Mexico. Such rights and title shall run in perpetuity as a covenant running with the land. Any right, title, claim, or interest by Defendant or others in and to any portion of this parcel of real property to the Mean High-Water Line of Gulf of Mexico is extinguished by this Order. Defendant is perpetually enjoined from asserting any right, title, claim, or interest in and to any portion of this parcel of real property to the Mean High-Water Line of Gulf of Mexico. As such the proper legal description of the parcel of real property owned by BREEN REALTY LTD LP is that parcel of real property situate, lying, and being in Walton County, Florida, to wit:

> COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 4, IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A (STATE ROAD 30-A, 100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 434.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1236 AT PAGE 0008 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER

[13] As discussed above, the East parcel is not at issue in this lawsuit.

OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1236 AT PAGE 0010; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A, GO SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1236 AT PAGE 0010; FOR A DISTANCE OF 315.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1236 AT PAGE 0010; THENCE CONTINUE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG A CONTINUATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1236 AT PAGE 0010, FOR A DISTANCE OF 64.30 FEET MORE OR LESS TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE DEPARTING THE CONTINUATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1236 AT PAGE 0010, MEANDER EASTERLY ALONG THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, FOR A DISTANCE OF 82 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1236 AT PAGE 0008, SAID POINT LYING SOUTH 76 DEGREES 11 MINUTES 30 SECONDS EAST A DISTANCE 78.95 FEET FROM THE AFORESAID POINT "A" THENCE DEPARTING THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1236 AT PAGE 0008, FOR A DISTANCE OF 375.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND SITUATE IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND CONTAINS 0.66 ACRES MORE OR LESS.

b. Plaintiff ERIC AND DEBORAH WILHELM REVOCABLE TRUST is the fee simple owner of the parcel of land identified as Walton County Property Appraiser Parcel Number No. 03-3S-20-34000-012-0000. Title to this parcel is quieted as to all others to the Mean High Water Line of the Gulf of Mexico. Such rights and title shall run in perpetuity as a covenant running with the land. Any right, title, claim, or interest by Defendant or others in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico is extinguished by this Order. Defendant is perpetually enjoined from asserting any right, title, claim, or interest in and to any portion of this

parcel of real property to the Mean High Water Line of Gulf of Mexico. As such the proper legal description of the parcel of real property owned by ERIC AND DEBORAH WILHELM REVOCABLE TRUST is that parcel of real property situate, lying, and being in Walton County, Florida, to wit:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 4, IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A (STATE ROAD 30-A, 100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 654.00 FEET TO THE NORTHEAST CORNER OF PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A, GO SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961, FOR A DISTANCE OF 315.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961; THENCE CONTINUE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG A CONTINUATION OF THE WEST LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961, FOR A DISTANCE OF 50.88 FEET MORE OR LESS TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE DEPARTING THE CONTINUATION OF THE WEST LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961, MEANDER EASTERLY ALONG THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, FOR A DISTANCE OF 60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE CONTINUATION OF THE EAST LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961, SAID POINT LYING SOUTH 65 DEGREES 17 MINUTES 29 SECONDS EAST A DISTANCE 63.02 FEET FROM AFORESAID POINT "A"

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THENCE DEPARTING THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE CONTINUATION OF THE EAST LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961, FOR A DISTANCE OF 59.86 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961; THENCE CONTINUE NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961, FOR A DISTANCE OF 150.00 FEET TO THE NORTH LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961; THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961, ALSO BEING THE CENTERLINE OF A CONTINUOUS 10 FOOT WIDE UTILITY EASEMENT, FOR A DISTANCE OF 40.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961; THENCE GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2904 AT PAGE 0961, FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND CONTAINS 0.34 ACRES MORE OR LESS.

c. Plaintiff JOHN AND MARY HOWARD is the fee simple owner of the parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-016-0000. Title to this parcel is quieted as to all others to the Mean High Water Line of the Gulf of Mexico. Such rights and title shall run in perpetuity as a covenant running with the land. Any right, title, claim, or interest by Defendant or others in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico is extinguished by this Order. Defendant is perpetually enjoined from asserting any right, title, claim, or interest in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico. As such the proper legal description of the parcel of real property owned by JOHN AND MARY HOWARD is that parcel of real property situate, lying, and being in Walton County, Florida, to wit:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 4, IN SECTION 3, TOWNSHIP-3-SOUTH,

RANGE-20-WEST, WALTON COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A (STATE ROAD 30-A, 100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 260.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 24.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A, GO SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123; FOR A DISTANCE OF 315.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123; THENCE CONTINUE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG A CONTINUATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123, FOR A DISTANCE OF 54.02 FEET MORE OR LESS TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE DEPARTING THE CONTINUATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123, MEANDER EASTERLY ALONG THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, FOR A DISTANCE OF 63 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE CONTINUATION OF THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123, SAID POINT LYING SOUTH 78 DEGREES 14 MINUTES 52 SECONDS EAST A DISTANCE 62.69 FEET FROM THE AFORESAID POINT "A" THENCE DEPARTING THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE CONTINUATION OF THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123, FOR A DISTANCE OF 48.28 FEET TO THE

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SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123; THENCE CONTINUE NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123, FOR A DISTANCE OF 150.00 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123; THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST, ALONG SAID NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123, ALSO BEING THE CENTERLINE OF A CONTINUOUS 10 FOOT WIDE UTILITY EASEMENT, FOR A DISTANCE OF 40.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123; THENCE GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2981 AT PAGE 123, FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND CONTAINS 0.37 ACRES MORE OR LESS.

d. Plaintiff VICKI L. INMAN is the fee simple owner of the parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-019-0000. Title to this parcel is quieted as to all others to the Mean High Water Line of the Gulf of Mexico. Such rights and title shall run in perpetuity as a covenant running with the land. Any right, title, claim, or interest by Defendant or others in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico is extinguished by this Order. Defendant is perpetually enjoined from asserting any right, title, claim, or interest in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico. As such the proper legal description of the parcel of real property owned by VICKI L. INMAN is that parcel of real property situate, lying, and being in Walton County, Florida, to wit:

BEGIN AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 4, IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A (STATE ROAD 30-A, 100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS

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WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2952 AT PAGE 3570 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WALTON COUNTY ROAD 30A, GO SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, FOR A DISTANCE OF 165.00 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, ALSO BEING THE CENTERLINE OF A CONTINUOUS 10 FOOT WIDE UTILITY EASEMENT; THENCE DEPARTING SAID WEST LINE, GO SOUTH 73 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, AND ALONG THE CENTERLINE OF SAID EASEMENT, FOR A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, THENCE GO SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2952 AT PAGE 3570; THENCE CONTINUE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG A CONTINUATION OF THE WEST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT 3570, FOR A DISTANCE OF 88.16 FEET MORE OR LESS TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE DEPARTING THE CONTINUATION OF THE WEST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, MEANDER EASTERLY ALONG THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, FOR A DISTANCE OF 76 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE CONTINUATION OF THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, SAID POINT LYING SOUTH 60 DEGREES 46 MINUTES 57 SECONDS EAST A DISTANCE 76.38 FEET FROM THE AFORESAID POINT "A" THENCE DEPARTING THE MEAN HIGH WATER LINE THE

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GULF OF MEXICO, GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE CONTINUATION OF THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, FOR A DISTANCE OF 105.20 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT PAGE 3570; THENCE CONTINUE NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG EAST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2952 AT PAGE 3570, FOR A DISTANCE OF 315.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND CONTAINS 0.68 ACRES MORE OR LESS.

e. Plaintiff JOHN K. CHANDLER AS TRUSTEE OF THE JOHN K. CHANDLER REVOCABLE TRUST is the fee simple owner of the parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-018-0000. Title to this parcel is quieted as to all others to the Mean High Water Line of the Gulf of Mexico. Such rights and title shall run in perpetuity as a covenant running with the land. Any right, title, claim, or interest by Defendant or others in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico is extinguished by this Order. Defendant is perpetually enjoined from asserting any right, title, claim, or interest in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico. As such the proper legal description of the parcel of real property owned by JOHN K. CHANDLER AS TRUSTEE OF THE JOHN K. CHANDLER REVOCABLE TRUST is that parcel of real property situate, lying, and being in Walton County, Florida, to wit:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 4, IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A (STATE ROAD 30-A, 100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA; THENCE CONTINUE NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE WALTON COUNTY

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ROAD 30A, FOR A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A, GO SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, FOR A DISTANCE OF 165.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, ALSO BEING THE CENTERLINE OF A CONTINUOUS 10 FOOT WIDE UTILITY EASEMENT; THENCE DEPARTING SAID WEST LINE, GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, AND ALONG THE CENTERLINE OF SAID EASEMENT, FOR A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, THENCE GO SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272; THENCE CONTINUE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG A CONTINUATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, FOR A DISTANCE OF 68.88 FEET MORE OR LESS TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE DEPARTING THE CONTINUATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, MEANDER EASTERLY ALONG THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, FOR A DISTANCE OF 58 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE CONTINUATION OF THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, SAID POINT LYING SOUTH 54 DEGREES 35 MINUTES 39 SECONDS EAST A DISTANCE 58.24 FEET FROM THE AFORESAID POINT "A" THENCE DEPARTING THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE

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CONTINUATION OF THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, FOR A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272; THENCE CONTINUE NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, FOR A DISTANCE OF 150.00 FEET TO THE AFORESAID NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272; THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST, ALONG SAID NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, ALSO BEING THE CENTERLINE OF THE AFORESAID CONTINUOUS 10 FOOT WIDE UTILITY EASEMENT, FOR A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272; THENCE GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG THE SAID EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3311 AT PAGE 272, FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND CONTAINS 0.33 ACRES MORE OR LESS.

f. Plaintiff MARION RUCKEL SKALICKY, STEPHEN & RHONDA RUCKEL REVOCABLE TRUST, SHARON JOYCE RUCKEL, AND PHILIP BOND RUCKEL is the fee simple owner of the parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-015-0000. Title to this parcel is quieted as to all others to the Mean High Water Line of the Gulf of Mexico. Such rights and title shall run in perpetuity as a covenant running with the land. Any right, title, claim, or interest by Defendant or others in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico is extinguished by this Order. Defendant is perpetually enjoined from asserting any right, title, claim, or interest in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico. As such the proper legal description of the parcel of real property owned by MARION RUCKEL SKALICKY, STEPHEN & RHONDA RUCKEL REVOCABLE TRUST, SHARON JOYCE RUCKEL, AND PHILIP BOND RUCKEL is that parcel of real property situate, lying, and being in Walton County, Florida, to wit:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 4, IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A (STATE ROAD 30-A, 100 FOOT RIGHT-OF-WAY); THENCE GO NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 284.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A, GO SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273; FOR A DISTANCE OF 315.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273; THENCE CONTINUE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST ALONG A CONTINUATION OF THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273, FOR A DISTANCE OF 54.02 FEET MORE OR LESS TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE DEPARTING THE CONTINUATION OF THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273, MEANDER WESTERLY ALONG THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, FOR A DISTANCE OF 149 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE CONTINUATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273, SAID POINT LYING NORTH 75 DEGREES 24 MINUTES 14 SECONDS WEST A DISTANCE 148.50 FEET FROM THE AFORESAID POINT "A" THENCE DEPARTING THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, GO NORTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE CONTINUATION OF THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273, FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273; THENCE CONTINUE NORTH 01 DEGREES 10

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MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2970 AT PAGE 2273, FOR A DISTANCE OF 315.00 FEET TO THE AFORMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF WALTON COUNTY ROAD 30A, THENCE GO SOUTH 73 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE WALTON COUNTY ROAD 30A, FOR A DISTANCE OF 150.00 FEET TO THE THE POINT OF BEGINNING;

ALL OF WHICH IS CONTAINED IN GOVERNMENT LOT 4, SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, IN WALTON COUNTY, FLORIDA AND ENCOMPASSES A PERMANENT 10 FOOT UTILITY EASEMENT THE CENTERLINE OF WHICH STARTS SOUTH 01 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 165.00 FEET FROM THE POINT OF BEGINNING AND EXTENDS NORTH 73 DEGREES 11 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 150.00 FEET.

THE ABOVE DESCRIBED PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP-3-SOUTH, RANGE-20-WEST, WALTON COUNTY, FLORIDA, AND CONTAINS 1.24 ACRES MORE OR LESS.

g. Plaintiff BLB BEACH HUT LLC is the fee simple owner of the parcel of land identified as Walton County Property Appraiser Parcel Number 03-3S-20-34000-017-0000. Title to this parcel is quieted as to all others to the Mean High Water Line of the Gulf of Mexico. Such rights and title shall run in perpetuity as a covenant running with the land. Any right, title, claim, or interest by Defendant or others in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico is extinguished by this Order. Defendant is perpetually enjoined from asserting any right, title, claim, or interest in and to any portion of this parcel of real property to the Mean High Water Line of Gulf of Mexico. As such the proper legal description of the parcel of real property owned by BLB BEACH HUT, LLC is that parcel of real property situate, lying, and being in Walton County, Florida, to wit:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GOV'T LOT 4 AND THE SOUTHERLY R/W LINE OF STATE ROAD S-30-A, OF NORTH 73 DEGREES 11 MINUTES WEST 180 FEET ALONG SAID R/W LINE TO THE POINT OF BEGINNING (POB) THENCE SOUTH 1 DEGREE 10 MINUTES WEST, 165 FEET TO THE CENTERLINE OF A 10 FOOT UTILITY EASEMENT; THENCE SOUTH 73 DEGREES 11 MINUTES EAST, 40 FEET ALONG SAID EASEMENT,

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THENCE SOUTH 1 DEGREE 10 MINUTES WEST TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE NORTH 73 DEGREES 11 MINUTES WEST ALONG THE MEAN HIGH WATER LINE A STRAIGHT DISTANCE OF 60 FEET; THENCE NORTH 1 DEGREE 10 MINUTES EAST, TO THE SAID R/W LINE; THENCE SOUTH 73 DEGREES 11 MINUTES EAST, 20 FEET TO THE POINT OF BEGINNING, ALL CONTAINED IN GOV'T LOT 4, SECTION 3, TOWNSHIP 3, RANGE 20 WEST, WALTON COUNTY, FLORIDA.

DONE and ORDERED this 14th day of February, 2025, in DeFuniak Springs, Walton County, Florida.

eSigned by JEFFREY LEWIS in 23000601CAAXMX
on 02/14/2025 18:00:54 ce+Rq4SP

Jeffrey E. Lewis, Circuit Judge

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