

**Prepared by and return to:**

Mary K. Kraemer  
Matthews & Hawkins, P.A.  
35 Clayton Lane  
Santa Rosa Beach, Florida 32459

E:\Tourist Development Council\Kellogg Warranty Deed.wpd

Property Appraisers Parcel I.D. (Folio) Number(s): Portion 14-2S-20-33000-006-0000

SPACE ABOVE FOR RECORDING DATA

**WARRANTY DEED  
SUBJECT TO EASEMENT**

**THIS WARRANTY DEED SUBJECT TO EASEMENT**, made the 14<sup>th</sup> day of January, 2003, by **PATRICIA KELLOGG**, whose post office address is 1129 Nellie Drive, Santa Rosa Beach, FL 32459, hereinafter called the grantor, to the **WALTON COUNTY BOARD OF COMMISSIONERS**, whose post office address is P.O. Box 1355, DeFuniak Springs, FL 32435, hereinafter called the grantee,

(wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in Walton, Florida, viz:

See legal description in Exhibit A hereto.

Subject to those Restrictive Covenants and **Easement to the Choctawhatchee Audubon Society, Inc.** as set forth in to Exhibit B hereto.

**SUBJECT TO: CONDITIONS, RESTRICTIONS, LIMITATIONS AND EASEMENTS OF RECORD, IF ANY, BUT THIS PROVISION SHALL NOT OPERATE TO REIMPOSE THE SAME. ALSO SUBJECT TO ZONING AND OTHER GOVERNMENTAL REGULATIONS.**

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

**TO HAVE AND TO HOLD** the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

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

Signed, sealed and delivered in our presence:

*George F. Russell*  
Printed Name: GEORGE F. RUSSELL JR

*Patricia L. Kellogg* (SEAL)  
**PATRICIA KELLOGG**

*Miss Titus*  
Printed Name: MISS TITUS

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of January, 2003, by Patricia Kellogg.



Mary K. Kraemer  
Commission # DD068255  
Expires Feb. 11, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

*Mary K. Kraemer*  
Signature of Notary

Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal):  
My Commission Expires (if not legible on seal):

Personally Known X or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Exhibit "A"

THE POINT OF BEGINNING IS AT THE SOUTHEAST CORNER OF LOT 3, SECTION 14, TOWNSHIP 2 SOUTH, RANGE 20 WEST, WALTON COUNTY, FLORIDA; RUN NORTH 26 AND 2/3 RODS; THENCE WEST 60 RODS; THENCE SOUTH 26 AND 2/3 RODS; THENCE EAST TO THE POINT OF BEGINNING. STARTING AT A POINT OF BEGINNING 60 RODS WEST OF THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 20 WEST, WALTON COUNTY, FLORIDA; RUN NORTH 26 AND 2/3 RODS; THENCE WEST 52 FEET; THENCE SOUTH 26 AND 2/3 RODS; THENCE EAST 52 FEET TO THE POINT OF BEGINNING.

A PERMANENT NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES IS RESERVED AS TO THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND 10.00 FEET WIDE IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 20 WEST IN WALTON COUNTY, FLORIDA DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 3, IN SAID SECTION 14; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, 440.00 FEET TO THE POINT OF BEGINNING; THENCE 89°56'00" WEST, 210.00 FEET; THENCE SOUTH 00°00'00" WEST, 10.00 FEET; THENCE NORTH 89°56'00" EAST, 210.00 FEET TO SAID EAST LINE OF GOVERNMENT LOT 3; THENCE NORTH 00°00'00" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING.

---

**EXHIBIT B TO WARRANTY DEED****RESTRICTIVE COVENANTS  
AND EASEMENT TO CHOCTAWHATCHEE AUDUBON SOCIETY, INC.**

1. Grantor, as the sole owner in fee simple of certain real property in Walton County, Florida more particularly described in Exhibit A attached to this Warranty Deed and incorporated by this reference (the "Property"), has chosen to donate the Property to the Board of Commissioners of Walton County. The Property possesses natural, scenic, educational and/or recreational value (the "Conservation Values") of great importance to Grantor, the citizens and visitors to Walton County and the people of the State of Florida. Grantor intends that the Conservation Values of this Property be preserved and maintained by its specific and sole use as a wildlife nature preserve and educational center without commercial activities thereon, but including appropriate improvements for bird watching and hiking trails for residents and visitors, and subject to the right of the Choctawhatchee Audubon Society, Inc. to have perpetual access to and use of the Property without charge for the purpose of its bird watching activities (pursuant to the easement granted below) and to advise the Board of Commissioners of Walton County and the Tourist Development Council regarding the activities to be undertaken within the Property.
2. It is the purpose of these restrictions to assure that the Property will be retained forever predominantly in a condition to permit bird watching and hiking and to prevent use of the Property that would significantly impair or interfere with such activities.
3. In consideration of this conveyance to the Board of County Commissioners of Walton County, Grantee agrees to preserve and protect the Conservation Values of the Property and to prohibit any activity on or use of the Property that is inconsistent with the provisions of this deed, and to restore such area or features of the Property that may be damaged by any inconsistent activity or use.
4. Subsequent to this conveyance, Grantee shall have until July 31, 2004 to pursue the permitting of any improvements for the use of the Property as a wildlife nature preserve and educational center, and until that date, the following reverter provision shall not be effective. After July 31, 2004, this conveyance shall revert to the heirs of Grantor in the event that the Property is not used, for a period of six months or longer, as a wildlife nature preserve and educational center without commercial activities thereon, but including appropriate improvements for bird watching and hiking trails for residents and visitors.
5. This conveyance is subject to an easement to the Choctawhatchee Audubon Society, Inc. which is granted herein. Grantor hereby gives, grants, bargains, sells and conveys unto the Choctawhatchee Audubon Society, Inc., or its successor, a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress and parking for the purpose of bird watching and hiking and related activities, subject to reasonable regulation by Grantee, which shall run with such land, over, upon and across the property more particularly described in Exhibit A attached to this Warranty Deed. Such easement may be utilized by The Choctawhatchee Audubon Society, Inc. and its members at all reasonable times, without fee or charge payable to Grantee.