

**PREPARED BY:**  
**MEAD LAW FIRM**  
24 Walter Martin Road  
Fort Walton Beach, Florida 32548

**Property Appraiser's Parcel I.D. # R 38038-000-000**

**SPECIAL WARRANTY DEED**

That **FIRST CITY HOLDINGS, LLC, a Florida limited liability company,** (Grantor), whose address is 135 Perry Avenue SE, Fort Walton Beach, Florida 32548, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other consideration to Grantor paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, unto MICHAEL E. DURBIN, (Grantee), whose address is 5873 34th Street, Birmingham, AL 35207, all that certain land, for all purposes ("the Property"), situate in Bay County, Florida, viz:

**Lot 8, Block 10-E, LAGUNA BEACH SIXTH ADDITION, according to the Plat thereof as recorded in Plat Book 9, Page 58, of the Public Records of Bay County, Florida.**

This conveyance is made and accepted subject to all easements, restrictions, encumbrances, access limitations, covenants, conditions, royalty and mineral reservations affecting the Property, use and ownership of the Property and all other matters which affect the Property, including without limitation those which appear of record in the Official Records of the Clerk of Court of Bay County, Florida, to the extent they are in effect and relate to the Property.

**SUBJECT TO:**

Oil, gas and mineral reservations contained in instrument recorded in Deed Book 79, Page 88.  
Easement granted to Gulf Power Company by instrument recorded in Deed Book 197, Page 435.  
Utility easement to the City of West Panama City Beach as shown recorded in Book 33, Page 143 and as reserved on recorded plat.  
Any claim which arises out of the transaction recorded in Book 3632, Page 2221 (as to Owner's Policy), by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its heirs, successors and assigns forever, and Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof by, through or under Grantor, but not otherwise.

GRANTOR HAS NEVER OCCUPIED THE PROPERTY. GRANTEE BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES, COVENANTS OR REPRESENTATIONS TO GRANTEE, EITHER EXPRESS OR IMPLIED, OF ANY NATURE OR KIND OR VALUE, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS,



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IMPLIED OR STATUTORY. GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, EXCEPT THOSE ASSOCIATED WITH TITLE AS GIVEN IN THE PRECEDING PARAGRAPH.

GRANTOR SHALL HAVE NO LIABILITY FOR AND THE GRANTEE HAS AGREED TO INDEMNIFY SELLER FROM ANY AND ALL LIABILITY, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, INJURIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) (COLLECTIVELY "LIABILITY") RELATED TO THE PROPERTY WHICH ARE INCURRED, MADE OR ASSERTED AGAINST GRANTOR OR AGAINST THE PROPERTY, INCLUDING WITHOUT LIMITATION LIABILITY INCURRED, MADE OR ASSERTED AFTER THE DATE OF THIS DEED, RELATING TO ENVIRONMENTAL CONDITIONS, VIOLATIONS OR REMEDIAL COSTS, INCLUDING, WITHOUT LIMITATION, THOSE COSTS WHICH RESULT FROM THE SOLE OR CONCURRENT NEGLIGENCE OF GRANTOR. GRANTEE SHALL HAVE NO RIGHT OR CLAIM AGAINST GRANTOR FOR DAMAGES, RESCISSION OF THE SALE, REDUCTION OF THE SALES PRICE OR OTHERWISE BECAUSE OF THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION, ITS ENVIRONMENTAL CONDITION), ANY SUCH RIGHT OR CLAIM BEING HEREBY EXPRESSLY WAIVED BY GRANTEE. THE WAIVERS AND EXCULPATION PROVIDED ABOVE SHALL BE DEEMED TO BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON ALL SUCCESSORS AND ASSIGNS OF GRANTEE AND ALL OTHER OPERATORS OF THE PROPERTY.

EXECUTED this 18 day of March, 2015.

Signed, sealed and delivered in  
the presence of:

[Signature]

Witness Signature  
EDITH LIBBENGA

Print Witness Name

[Signature]

Witness Signature  
Steve P. Caldwell

Print Witness Name

First City Holdings, LLC  
a Florida Limited Liability Company

BY: First City Bank of Florida  
a Florida Corporation, Managing Member

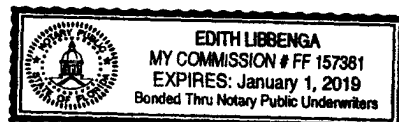
BY: [Signature]  
Robert E. Bennett, Jr.

Its: President

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 18 day of March, 2015, by Robert E. Bennett, Jr. as President of First City Bank of Florida, a Florida corporation, the Managing Member of First City Holdings, LLC, a Florida limited liability company, on behalf of the corporation and the company, who is personally known to me.

(affix notary seal)



[Signature]  
Notary Public