DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Garden State Holdings, LLC v. Shazbop, LLC

No. 3D23-2014; Lower Tribunal No. 21-CA159-M · No. No. 3D23-2014; consolidated with No. 3D2024-1113 · Decided May 7, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed summary judgment in favor of Shazbop, LLC, in an action challenging a tax deed sale. The court held that the relevant warranty deed unambiguously excluded the property later sold at the tax deed sale, so Garden State Holdings, LLC, was not the property owner entitled to pre-sale notice. The court also rejected Garden State's claim that competing surveys created a material ambiguity.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	Bokor, J.; Miller, J.; Gordo, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	May 7, 2025
DOCKET	No. 3D23-2014; consolidated with No. 3D2024-1113
DISPOSITION	affirmed
PROCEDURAL POSTURE	Consolidated appeals from a summary judgment and related cost and fee award entered in an action to vacate a tax deed sale.
STANDARD OF REVIEW	Summary judgment is improper when a contract is ambiguous, but the court may determine the meaning of an unambiguous deed as a matter of law.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Garden State Holdings, LLC v. Shazbop, LLC, et al.

TOPICS

deeds · title disputes · summary judgment · real estate · appellate procedure

PRACTICE AREAS

real estate · contracts · civil procedure · appellate procedure

QUESTIONS PRESENTED

1. Whether the warranty deed unambiguously excluded the parcel later sold at the tax deed sale.
2. Whether the deed's alleged ambiguity or the competing surveys and affidavits precluded summary judgment.
3. Whether Garden State was entitled to notice of the tax deed sale as the owner of the parcel.

HOLDINGS

1. The warranty deed unambiguously excluded the subject tax deed parcel from the property conveyed to Garden State.
2. Summary judgment was proper because the parties did not dispute the property descriptions or the surveys' accuracy, and the remaining issue was the legal interpretation of the deed.
3. Garden State was not entitled to notice of the tax deed sale because it did not own the subject parcel under the warranty deed.

KEY QUOTATIONS

> *"A true ambiguity does not exist merely because a contract can possibly be interpreted in more than one manner."* (at 3)

> *"extrinsic evidence . . . should not be used to introduce [a contractual] ambiguity where none exists."* (at 3)

> *"Here, examining the entire conveyance in context, the only reasonable interpretation of the warranty deed excludes the subject tax deed parcel."* (at 4)

FACTUAL BACKGROUND

Garden State claimed an interest in property based on a September 13, 2016 warranty deed from Grassy Key Land Company, Inc. The deed described Government Lot 1 on Grassy Key and then listed several parcels as exclusions or carve-outs, including the parcel later sold at a tax deed sale to Shazbop. Although the parties offered competing surveys and affidavits, they did not dispute the accuracy of the metes and bounds descriptions; the dispute concerned only the legal effect of the conveyance language.

PROCEDURAL HISTORY

Garden State Holdings appealed a non-final order of the Circuit Court for Monroe County granting Shazbop, LLC summary judgment and awarding related costs and fees. The trial court determined that a warranty deed did not convey the parcel later sold by tax deed and that Garden State therefore was not entitled to notice of the tax deed sale. The Third District consolidated the appeals for purposes of traveling together and affirmed.

DISPOSITION

affirmed

CASES CITED

- Nationstar Mortg. Co. v. Levine, 216 So. 3d 711, 714-15 (Fla. 4th DCA 2017)
- Am. Med. Int'l, Inc. v. Scheller, 462 So. 2d 1, 7 (Fla. 4th DCA 1984)
- EcoVirux, LLC v. BioPledge, LLC, 357 So. 3d 182, 187 (Fla. 3d DCA 2022)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed May 7, 2025. Not final until disposition of timely filed motion for rehearing. ________________ No. 3D23-2014 Lower Tribunal No. 21-CA159-M ________________ Garden State Holdings, LLC, etc., Appellant, vs. Shazbop, LLC, etc., et al., Appellees. An Appeal from a non-final order from the Circuit Court for Monroe County, Mark H. Jones, Judge.

Law Office of Paul A. Krasker, P.A., and Marshall J. Osofsky (West Palm Beach), for appellant. Lydecker LLP, and Forrest L. Andrews and Debbie Maken, for appellee Shazbop, LLC. Before MILLER, GORDO and BOKOR, JJ. BOKOR, J. In these consolidated appeals,1 Garden State Holdings, LLC, challenges a summary judgment and a related cost and fee award entered against it in an action to vacate a tax deed sale.

Garden State argues that it was the owner of the property subject to the tax deed sale and that the sale was invalid because it was not provided proper notice prior to the sale of the property to Shazbop, LLC. Alternatively, Garden State claims ambiguity in the property description rendering summary judgment inappropriate.

Because the relevant title documents unambiguously reflect that Garden State was not the owner of the subject property, we affirm. Garden State's claim to the tax deed property derived from a September 13, 2016 warranty deed conveying certain property in Monroe County, Florida, to Garden State from the Grassy Key Land Company, Inc. This deed begins by describing the subject property as "All of Government Lot 1, Section 26, Township 65 South, Range 33 East, on Grassy Key, Monroe County, Florida, Except the Following Described Tracts of Land." The deed then includes one additional line stating, in parentheses, "Less & Except the Following Described Parcels" before giving detailed metes and 1 Cases 3D2023-2014 and 3D2024-1113 were ordered "consolidated for purposes of travelling together only." This court heard one oral argument pertaining to both appeals, and issues the identical opinion under both case numbers.

2 bounds descriptions of the overall lot with several carve-outs, including the tax deed parcel. The deed then reiterates these carve-outs under the header "Also Known As" before adding one additional carve-out under the header "And Further Lessing the Following." In opposition to summary judgment, Garden State claimed that the deed either conveyed the subject parcel to it or contained ambiguity precluding entry of summary judgment as to whether the deed included the parcel subject to the tax deed sale.

Both parties also proffered competing surveyor maps and affidavits disputing whether the subject parcel was encompassed by the conveyance, though the parties did not dispute that the metes and bounds descriptions of the parcels within the deed were accurate and that the surveys reflected the property descriptions. So the only remaining dispute concerned the effect of the conveyance language in the deed.

Specifically, did the deed include the parcel later subject to the tax deed sale, for which Garden State did not receive notice? The trial court found that the deed unambiguously did not convey the tax deed parcel to Garden State. Garden State was therefore not entitled to notice of the tax deed sale. This appeal followed. Summary judgment is typically improper when a contract is ambiguous.

See, e.g., Nationstar Mortg. Co. v. Levine, 216 So. 3d 711, 714 3 (Fla. 4th DCA 2017). A contract is ambiguous when it can be reasonably interpreted in more than one way. Id. at 715. But "[a] true ambiguity does not exist merely because a contract can possibly be interpreted in more than one manner." Am. Med. Int'l, Inc. v. Scheller, 462 So. 2d 1, 7 (Fla. 4th DCA 1984).

Additionally, "extrinsic evidence... should not be used to introduce [a contractual] ambiguity where none exists." EcoVirux, LLC v. BioPledge, LLC, 357 So. 3d 182, 187 (Fla. 3d DCA 2022) (quotation omitted). Here, examining the entire conveyance in context, the only reasonable interpretation of the warranty deed excludes the subject tax deed parcel. Notwithstanding some redundant header language, the undisputed property descriptions clearly reflect that the additional parcels (denoted "Parcel A" and "Parcel B") were carve-outs from the overall lot rather than inclusions.

Thus, because the deed unambiguously conveyed the Grassy Key lot except for the excluded parcels, and the excluded parcels included the tax deed parcel at issue, the trial court did not err in finding Shazbop entitled to summary judgment. Affirmed. 4 5