

THIS DOCUMENT PREPARED
BY AND RETURN TO:

JOSEPH J. VAN ROOY, ESQUIRE
VAN ROOY LAW
9471 BAYMEADOWS ROAD, SUITE 103
JACKSONVILLE, FL 32256

Property ID No.: 05-12-31-5855-00000-0070
Doc Stamps: \$23,100.00

GENERAL WARRANTY DEED

This General Warranty Deed is made as of the 24th day of October 2023, by **FLORIDA LANDMARK COMMUNITIES, LLC**, a Florida limited liability company, formerly known as Florida Landmark Communities, Inc., a Florida corporation, formerly known as Lehigh Corporation, successor by merger to Palm Coast Holdings, Inc., a Florida corporation, whose address is 30 W. Superior Street, Duluth, Minnesota 55802 (collectively, the "Grantor") to **DCB ORCHID, LLC**, a Delaware limited liability company, whose address is 1040 Crown Pointe Parkway, Suite 560, Atlanta, Georgia 30338 (the "Grantee") (as used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors or assigns.)

WITNESSETH:

THAT, Grantor for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, to have and to hold, that certain non-homestead real property, situated lying and being in Flagler County, Florida, as more particularly described on **Exhibit "A"** attached hereto (the "Land");

TOGETHER WITH all improvements, easements, licenses, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (collectively, the "Property");

TO HAVE AND TO HOLD the same in fee simple forever;

GRANTEE, by acceptance of this Deed, hereby agrees that the Grantee shall be prohibited from developing or leasing, on any part of the Property, any residential units that are subject to tax credit financing or other government subsidy; and unless sooner terminated in writing executed by both Grantor and Grantee and recorded in the Public Records of Flagler County, Florida, the foregoing restrictions shall expire twenty (20) years following the recording of this Deed;

SUBJECT TO, that only those matters set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), but reference to the same shall not operate to reimpose the same;

AND Grantor does hereby covenant with and warrant to Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Property is free of all encumbrances except for the Permitted Exceptions; and that Grantor warrants the title to the Property and will defend the same, subject to the Permitted Exceptions, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

**FLORIDA LANDMARK COMMUNITIES,
LLC**, a Florida limited liability company

WITNESS 1:

Sign Name: Jake Miller
Print Name: Jake Miller

By: Patrick L. Cutshall
Patrick L. Cutshall, Its Manager and
Chief Financial Officer

WITNESS 2:

Sign Name: Darrian Zwick
Print Name: Darrian Zwick

STATE OF MINNESOTA
COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of *(check one)* ☒ physical presence, or ☐ online notarization, this 23rd day of October 2023, by PATRICK L. CUTSHALL, the Manager and Chief Financial Officer of FLORIDA LANDMARK COMMUNITIES, LLC, a Florida limited liability company, on behalf of the company, and who *(check one)* ☒ is personally known to me, or ☐ has produced a valid driver license as identified.

(Notary stamp here)



Carla Spikberg
(Print Name Carla Spikberg)
NOTARY PUBLIC

EXHIBIT "A"
(the "Land")

Lot 7, Town Center Phase 5, according to the map or plat thereof, as recorded in Plat Book 36, Page(s) 79 through 83, of the Public Records of Flagler County, Florida.

Unofficial Copy

EXHIBIT "B"
(the "Permitted Exceptions")

1. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
2. Restrictions, covenants, conditions, easements and other matters contained on the plat of Town Center Phase 5 recorded in Map Book 36, Page 79 through 83, of said records.
3. Easement in favor of Florida Power & Light Company recorded in Deed Book 37, Page 254, and in Official Records Book 12, page 27, of said records.
4. Town Center At Palm Coast Development Of Regional Impact Development Order recorded in Official Records Book 959, Page 1509 as amended by Amendment recorded in Official Records Book 2321, page 549 .
5. Declaration of Restrictions recorded in Official Records Book 1014, Page 1951, of said records.
6. City of Palm Coast Developer Agreement as set forth by instrument recorded in Official Records Book 1091, page 1949.
7. Right of Way Consent Agreement by Florida Power & Light Company recorded in Official Records Book 1103, Page 183, of said records.
8. Reservations in favor of State of Florida, as set forth in deed from Trustees of the Internal Improvement Fund recorded in Deed Book 30, Page 346 and Release of Right of Entry recorded in Official Records Book 750, page 115, of said records.
9. City of Palm Coast Ordinance No. 2003-32 recorded in Official Records Book 1025, Page 1405, and Modification recorded in Official Records Book 1468, page 553 and City of Palm Coast Ordinance No. 2006-17 Amending the PUD Agreement recorded in Official Records Book 1494, page 998, of said records.
10. Conservation Easement in favor of St. Johns River Water Management District recorded in Official Records Book 1212, Page 1812 together with Joinder recorded in Official Records Book 1274, page 1389, of said records.
11. City of Palm Coast Ordinance No. 2005-10, as set forth by instrument recorded in Official Records Book 1213, page 193.
12. Declaration of Consent to Jurisdiction of Town Center at Palm Coast Community Development District and to Imposition of Special Assessments as set forth by instrument recorded in Official Records Book 1223, page 273.
13. Drainage Easement recorded in Official Records Book 1259, Page 1397.
14. Notice of Appointment to Architectural Review Communities and Verification of Prior Actions recorded in or Book 1281, Page 1449 and Second Notice of Appointment of Architectural Review Committees and Ratification of Prior Actions recorded in Official Records Book 1281, page 1452, and Amended Second Notice recorded in Official Records Book 1600, page 1264, all of said records.

15. Utility Agreement for Water and Wastewater Service recorded in Official Records Book 1592, Page 716, of said records.
16. Easement to Florida Power & Light Company as set forth by instrument recorded in Official Records Book 1623, page 1576.
17. Declaration of Consent to Imposition of Special Assessments by the City of Palm Coast, Florida recorded in Official Records Book 1668, Page 1923.
18. Notice of Assessments for Roadway Improvements in the Old Kings Road Special Assessment District recorded in Official Records Book 1703, Page 384.
19. Easement Agreement as set forth by instrument recorded in Official Records Book 2498, page 604.
20. The nature, extent or ~~existence~~ of riparian rights or littoral rights is not insured.

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