

PREPARED BY AND RETURN TO:

Michael D. Chiumento, Esquire

Chiumento Selis Dwyer, P.L.

145 City Place, Suite 301

Palm Coast, Florida 32164

Attr: Kelly DeVore

Property Appraisers Parcel

Identification Numbers

191231-1095-00000-0010;

191231-1095-00000-0020;

191231-1095-00000-0030;

191231-1095-00000-0040;

201231-0650-000A0-0010;

211231-0000-01020-0000;

211231-0000-01020-0001;

WARRANTY DEED

THIS INDENTURE, Made this 24th day of June, 2016, **Florida Landmark Communities, LLC, a Florida limited liability company f/k/a Florida Landmark Communities, Inc., a Florida corporation, successor by merger with Palm Coast Holdings, Inc., a Florida corporation,** whose mailing address is 145 City Place, Suite 300, Palm Coast, FL 32164, hereinafter called the Grantor, to **DARYL M. CARTER, TRUSTEE OF CARTER-FLAGLER SEMINOLE WOODS LAND TRUST,** pursuant to Section 689.073, Florida Statutes, with full power and authority to protect, conserve and to sell, convey, lease, encumber, and to otherwise manage and dispose of the property hereinafter described, whose mailing address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereinafter referred to as "Grantee" and/or "Trustee"):

(Whenever 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, trusts and trustees)

WITNESSETH, That said Grantor, for and in consideration of the sum of Two Million Two Hundred Seventy-Five Thousand and 00/100 Dollars \$2,275,000.00 and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Flagler County, Florida, to-wit:

Parcel 1:

Lots 1, 2, 3 and 4, Citation Commerce Park, according to the map or plat thereof recorded in Plat Book 35, Page 61, Public Records of Flagler County, Florida.

AND

Parcel 2 and Parcel 3 as described on the attached Exhibit "A".

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

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

SUBJECT TO ad valorem real property taxes and assessments of record for the year 2016, which are not yet due and payable and those matters set forth on Exhibit B attached hereto and by this reference made a part hereof (collectively, the "Permitted Encumbrances").

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that 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, 2015.

TO HAVE AND TO HOLD the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust ("Trust Agreement").

FULL POWER AND AUTHORITY is hereby granted to said Trustee to improve, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate or any part thereof, from time to time, in possession or reversion, by leases to commence *in praesenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange said real estate or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about said real estate or any part thereof, and to deal with said real estate in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the

terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Trustee, and upon a recording in the public records of **Flagler** County, Florida of a death certificate of the Trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

This deed is given and accepted in accordance with Section 689.073, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as

Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby fully warrant the title in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

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

Signed, sealed and delivered in the presence of:

Florida Landmark Communities, LLC, a Florida limited liability company

By: *William I. Livingston*
William I. Livingston, President/Manager

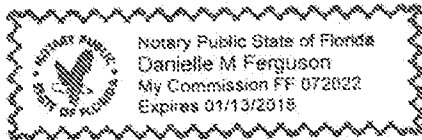
Cynthia Geiges
Witness Name: *Cynthia Geiges*

Danielle M. Ferguson
Witness Name: *Danielle M. Ferguson*

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me this 24 day of June, 2016 by William I. Livingston, President/Manager of Florida Landmark Communities, LLC, a Florida limited liability company, on behalf of said firm. He [X] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



Danielle M. Ferguson
Notary Public **Danielle M. Ferguson**

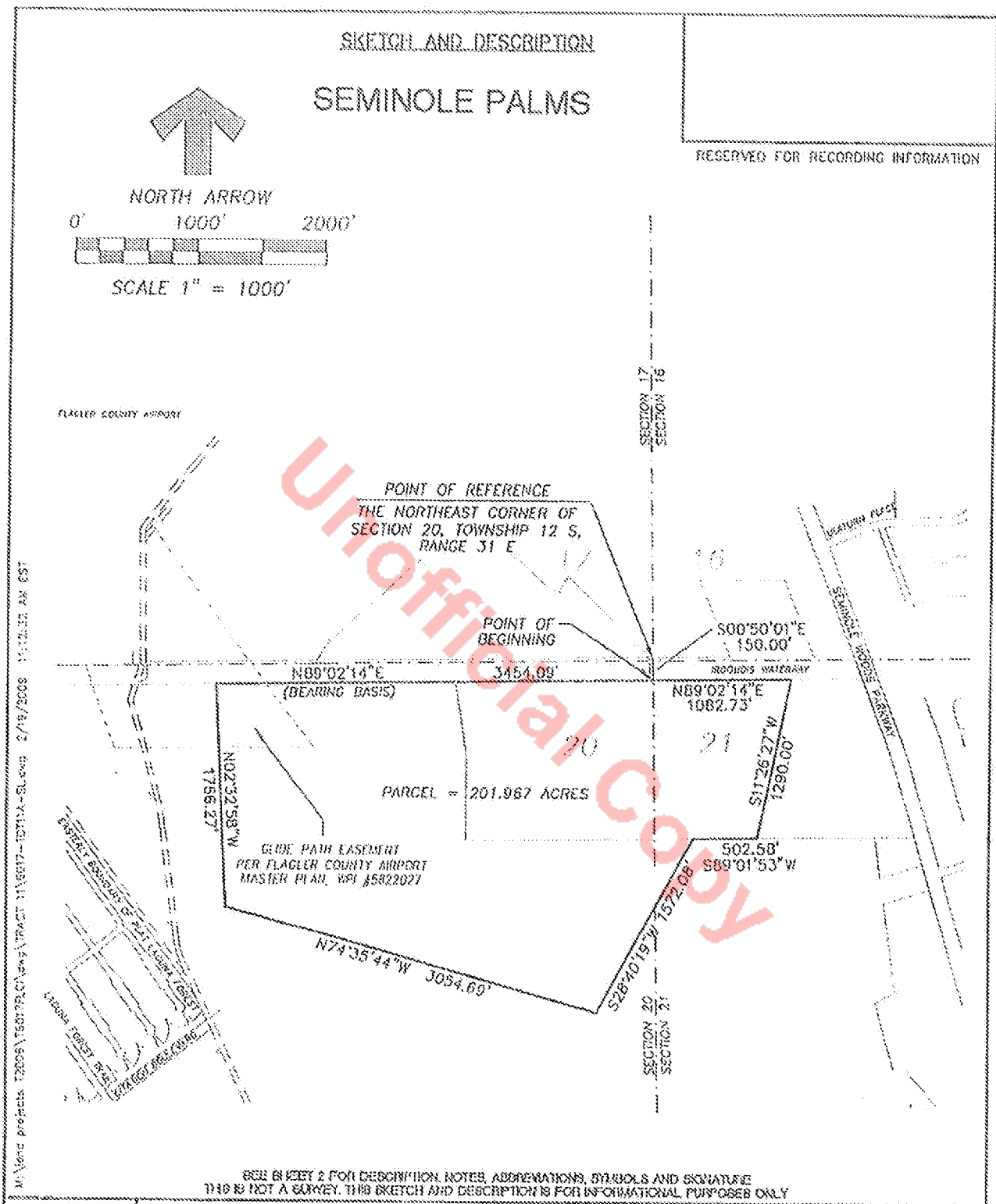
Printed Name: _____

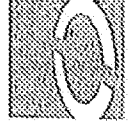
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCELS 2 AND 3

Unofficial Copy



 W&T 18 PULASKI STREET	<h3>WADE TRIM</h3> CIVIL ENGINEERING & LAND SURVEYING FLAGLER/PALM COAST 14th Drive & Utility Drive, off of Palm Coast, FL 32007 Phone 386-446-6833 Fax 386-446-5508 Website: www.watrim.com	SKETCH AND DESCRIPTION	PROJECT NO. FLC400901
	DRAWING REFERENCE NO. 4009-SL-C4		
	DATE 7/17/2012		
	SHEET NO. 1 OF 2		

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SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 20 AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE $500^{\circ}50'01''$ E FOR A DISTANCE OF 150.00 FEET TO THE SOUTHERLY LINE OF IROQUOIS WATERWAY (A 175-FOOT WIDE WATERWAY AT THIS POINT) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE $N89^{\circ}02'14''$ E ALONG SAID SOUTHERLY LINE OF IROQUOIS WATERWAY A DISTANCE OF 1082.73 FEET; THENCE DEPARTING SAID SOUTHERLY LINE $S11^{\circ}26'27''$ W FOR A DISTANCE OF 1290.00 FEET; THENCE $S89^{\circ}01'53''$ W FOR A DISTANCE OF 502.58 FEET; THENCE $S28^{\circ}40'19''$ W FOR A DISTANCE OF 1572.08 FEET; THENCE $N74^{\circ}35'44''$ W FOR A DISTANCE OF 3054.69 FEET; THENCE $N02^{\circ}32'58''$ W FOR A DISTANCE OF 1766.27 FEET TO SAID SOUTHERLY LINE OF IROQUOIS WATERWAY; THENCE $N89^{\circ}02'14''$ E ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 3454.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 201.967 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY LINE OF IROQUOIS WATERWAY (AS SHOWN), BEING $N89^{\circ}02'14''$ E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	CL=CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SECT.=SECTION
PC=POINT OF CURVE	RNG.=RANGE
PT=POINT OF TANGENCY	TWP.=TOWNSHIP
PI=POINT OF INTERSECTION	ID=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.D.=PLAT BOOK	(R)=RECORD
P.G.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(HR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC=ACRES	

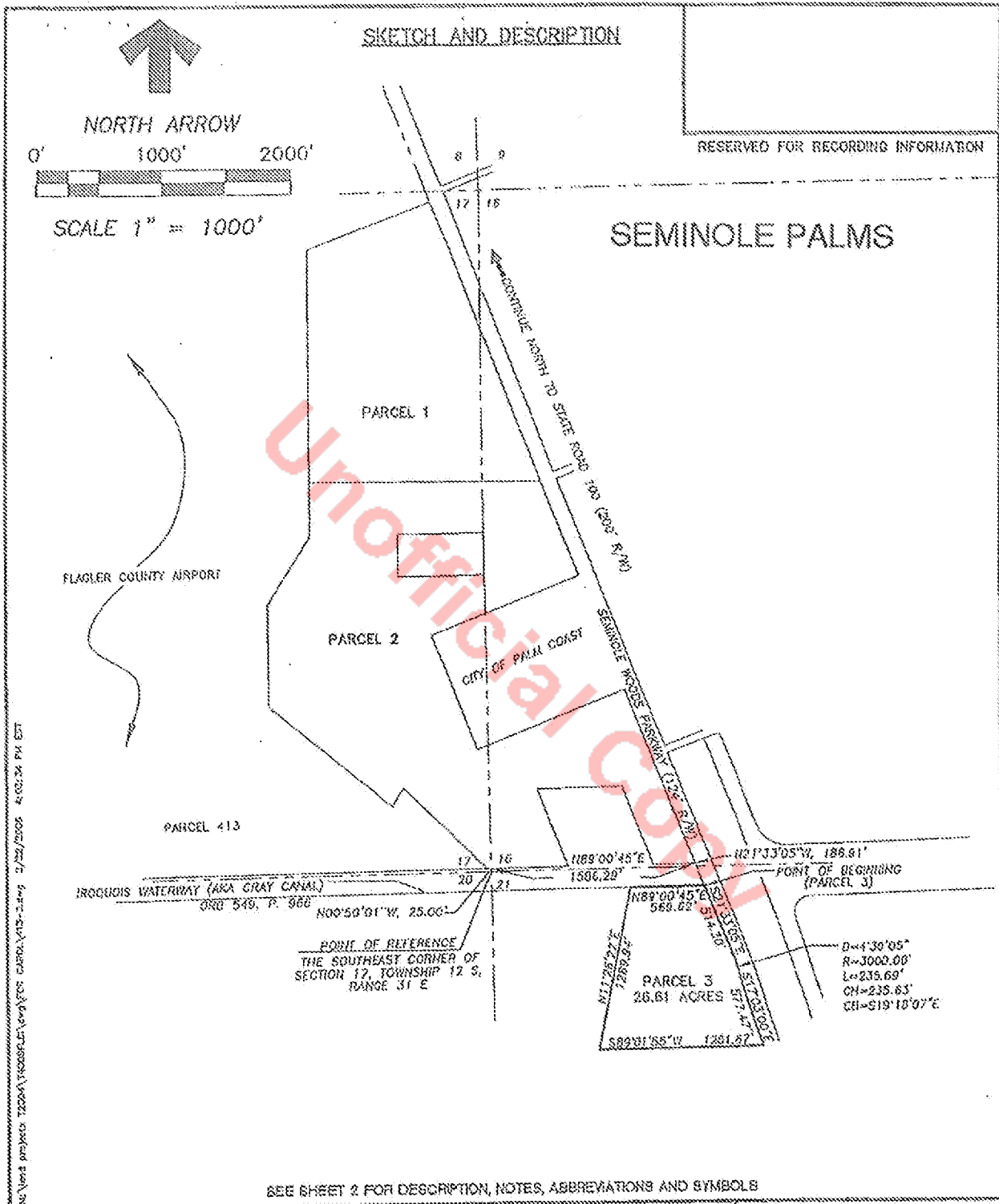
SIGNED: _____
 KENNETH J. KUHAN
 FLA PROFESSIONAL SURVEYOR/MAPPER 86105



WADE TRIM
 CIVIL ENGINEERING & LAND SURVEYING
 FLAGLER/PALM COAST
 11th Office 5 Utility Drive, Suite 4 Palm Coast, FL 32167
 Phone 386-448-5633 Fax 386-448-5200
 e-mail: wct@wade-trim.com

SKETCH
 AND
 DESCRIPTION

PROJECT NO.	FLC400901
DRAWING REFERENCE NO.	4009-SL-C4
DATE:	7/17/2012
SHEET NO.	2 OF 2



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 <p>TOMOKA ENGINEERING CIVIL ENGINEERING & LAND SURVEYING SINCE 1978 DAYTONA BEACH FLAGLER/PALM COAST Main Office: 140 LPGA Blvd, Suite 140, Daytona Beach, FL 32117 Phone: 386-274-1800 Fax: 386-274-3502 email: land@tomoka-eng.com website: www.tomoka-eng.com</p>	<p>SKETCH AND DESCRIPTION</p>	PROJECT NO. T4009FLCI
		DRAWING REFERENCE NO. CAROL-8LI
		DATE 06/07/2005
		SHEET NO. 1 OF 2

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

PARCEL 3

A PARCEL OF LAND LYING WEST OF SEMINOLE WOODS PARKWAY WITHIN GOVERNMENT SECTION 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE NORTH 00°50'01" WEST ALONG THE EAST LINE OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF IROQUOIS WATERWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 549, PAGES 966 THROUGH 990, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 89°00'45" EAST A DISTANCE OF 1586.29 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY (124'R/W); THENCE DEPARTING THE NORTH LINE OF IROQUOIS WATERWAY, RUN SOUTH 21°33'05" EAST ALONG SAID SEMINOLE WOODS PARKWAY RIGHT OF WAY LINE A DISTANCE OF 186.91 FEET TO A POINT BEING THE INTERSECTION OF THE SOUTH LINE OF IROQUOIS WATERWAY WITH THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE CONTINUE SOUTH 21°33'05" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY A DISTANCE OF 514.30 FEET TO A POINT OF CURVATURE, THENCE 235.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 04°30'05", A RADIUS OF 3000.00 FEET, A CHORD BEARING OF SOUTH 19°18'07" EAST AND A CHORD DISTANCE OF 235.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17°03'00" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY A DISTANCE OF 577.47 FEET; THENCE DEPARTING SEMINOLE WOODS PARKWAY RUN SOUTH 89°01'53" WEST A DISTANCE OF 1261.67 FEET; THENCE NORTH 11°26'22" EAST A DISTANCE OF 1289.94 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID IROQUOIS WATERWAY; THENCE NORTH 89°00'45" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID IROQUOIS WATERWAY A DISTANCE OF 569.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 1159131.6 SQUARE FEET OR 26.61 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHEAST CORNER OF GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING N09°00'45"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

C=CURVE	S/SECT=SECTION	PCP=PERMANENT CONTROL POINT	DB=DEED BOOK
D=DELTA	R/RNG=RANGE	PC=POINT OF CURVE	FDOT=FLORIDA DEPARTMENT OF TRANSPORTATION
R=RADIUS	T/TSP=TOWNSHIP	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	ID=IDENTIFICATION	PI=POINT OF INTERSECTION	PLS=PROFESSIONAL LAND SURVEYOR
Ch=CHORD	CONC=CONCRETE	PLB=PLAT BOOK	PE=PROFESSIONAL ENGINEER
Cb=CHORD BEARING	(R)=RECORD	PG=PAGE	ORB=OFFICIAL RECORD BOOK
R/W=RIGHT OF WAY	(F)=FIELD MEASURED	POB=POINT OF BEGINNING	FTE=FRESH FLOOR ELEVATION
CL=CENTER LINE	N/F = NOW OR FORMERLY	PDC=POINT OF COMMENCEMENT	(NR)=NON-RADIAL
		MB=MAP BOOK	(RAD)=RADIAL
			A/C=AIR CONDITIONER UNIT



TOMOKA ENGINEERING
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1971
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 140 LPGA Blvd, Suite 408, Daytona Beach, FL 32107
 Phone: 386-274-1500 Fax: 386-274-1502
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T4009FLOI
DRAWING REFERENCE NO.	CAROL-8LI
DATE:	09/07/2005
SHEET NO.	1 OF 2

McNamee Projects 15204-174099FLC1 (rev) from DBS\K\413-34.dwg 2/22/2005 4:05:34 PM EST

EXHIBIT B

PERMITTED EXCEPTIONS

1. All matters contained on the Plat of Citation Commerce Park, as recorded in Plat Book 35, Page 61, Public Records of Flagler County, Florida. (Parcel 1)
2. Development Agreement recorded in O.R. Book 2048, Page 775, Public Records of Flagler County, Florida. (Parcel 2)
3. Ordinance 2015-01 recorded in O.R. Book 2049, Page 1266, Public Records of Flagler County, Florida. (Parcel 2)
4. Drainage Easement recorded in O.R. Book 549, Page 991, Assignment of Reserved Rights recorded in O.R. Book 602, Page 53 and O.R. Book 1329, Page 1285, and Partial Assignment reserved rights under Drainage Easement Agreement in favor of The Reserve, LLC recorded in O.R. Book 1491, Page 612, Public Records of Flagler County, Florida. (As to all parcels)

Official Copy