

D/S 17500  
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Parcel Tax ID No.: 04113130190000000R0  
04113130190000000T0  
04113131190000000R1  
04113131190000000R2

(9) \$2,500.00

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** (this “**Deed**”), is made, entered into, and effective as of the 31<sup>st</sup> day of December, 2019 (the “**Effective Date**”), by **LRA MARINA, LLC**, a Georgia limited liability company, for itself and as successor by conversion to Ginn-La Marina, LLLP, a Georgia limited liability limited partnership (“**Grantor**”), whose address for notice purposes is 171 17th Street NW, Suite 1575, Atlanta, GA 30363, in favor of **HAMMOCK BEACH YACHT HARBOR LLC**, a Florida limited liability company (“**Grantee**”), whose address for notice purposes is 5600 Mariner Street, Suite 200, Tampa, Florida 33609.

**WITNESSETH:**

**THAT** the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all of that certain parcel of land lying and being in the County of Flagler, State of Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, and all of Grantor’s right, title and interest, if any, in and to any and all buildings, structures, infrastructure and improvements located thereon (collectively, the “**Property**”), together with all of Grantor’s right, title and interest, if any, in and to any and all strips, gores, easements, privileges, choses in action, accretions, and other tenements, hereditaments and appurtenances of or related to the Property, including without limitation, the following: (i) rights to lands underlying streets, roads, highways, and avenues adjacent to the Property, (ii) access or other easements and rights-of-way related to or benefiting the Property, (iii) riparian and littoral rights, and other water rights related to or benefiting the Property, (iv) utility mains, service laterals, hydrants, and valves servicing or available to serve the Property, (v) oil, gas, minerals, soil, flowers, shrubs, crops, trees, timber, compacted soil, submerged lands, fill, landscaping, and other embellishments on or appurtenant to the Property, and (vi) that certain Reserved Easement as more particularly described in that certain Quitclaim Deed with respect to Yacht Harbor Drive, executed by Grantor in favor LRA HB NON-HOSPITALITY ASSETS, LLC, a Delaware limited liability company, dated and recorded in the Public Records of Flagler County, Florida, on or about the date hereof (collectively, the “**Appurtenances**”).

**TO HAVE AND TO HOLD** the Property and the Appurtenances, and the rights, easements, privileges, hereditaments and appurtenances thereunto belonging or appertaining, unto Grantee, its successors and assigns, in fee simple forever.

**SUBJECT TO** taxes and assessments for the year 2020 and subsequent years, and all easements, zoning restrictions, rights of way, reservations of record, covenants, restrictions, and any other matters of record, none of which are reimposed by this reference (the “**Permitted Exceptions**”).

**AND** Grantor hereby covenants with 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 Grantor does hereby specially warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that the Property is free and clear of all encumbrances, except the Permitted Exceptions.

*{Signature page follows}*

Unofficial Copy



**EXHIBIT A  
THE PROPERTY**

PARCEL 7:

Parcels R and T, Harbor Village Marina, according to the map or plat thereof, as recorded in Map Book 33, Pages 39 through 44, inclusive, Public Records of Flagler County, Florida.

TOGETHER WITH Parcels R1 and R2, Harbor Village Marina Phase 2, according to the map or plat thereof, as recorded in Map Book 37, Pages 12 and 13, inclusive, Public Records of Flagler County, Florida.

LESS AND EXCEPT any portion thereof lying within the boundaries of The Condominiums at Yacht Harbor Village, a Condominium according to the Declaration of Condominium thereof, recorded November 2, 2006 in Official Records Book 1502, Pages 284 and amended in Official Records Book 1613, Page 1493, and any amendments thereto, all of the Public Records of Flagler County, Florida.

AND LESS AND EXCEPT that portion conveyed to Harbor Village Marina Property Owners Association, Inc., a Florida nonprofit corporation as set forth in that certain Special Warranty Deed recorded January 2, 2018 in Official Records Book 2250, Page 1304, Public Records of Flagler County, Florida and being more particularly described as follows:

Part of Tract "T", Harbor Village Marina, as recorded in Map Book 33, Pages 39 through 44, Public Records of Flagler County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Harbor Village Marina, aforesaid, thence S 13°04'16" E along the Easterly line of Tract T aforesaid, also being the Westerly right of way of Admirals Point, a distance of 68.21 feet to the point of curvature of a curve concave Easterly having a radius of 135.00 feet, a central angle of 07°46'07", being subtended by a chord bearing of S 16°57'20" E and a chord distance of 18.29 feet; thence Southerly along said curve to the left and continuing along said right of way for an arc length of 18.30 feet to the point of tangency thereof; thence S 20°50'24" E continuing along said right of way, a distance of 28.30 feet to a point on the right of way of Yacht Harbor Drive; thence S 24°09'36" W along said right of way, a distance of 35.36 feet; thence S 69°09'36" W continuing along said right of way, a distance of 121.36 feet; thence N 13°04'16" W departing said right of way, a distance of 159.06 feet to a point on the boundary of Tract T aforesaid and a point on the Southerly line of Tract Q, Harbor Village Marina, aforesaid; thence along said lines N 76°55'44" E and along the South line of Lot 1 aforesaid, a distance of 136.58 feet to the Point of Beginning.