

This instrument prepared by  
and when recorded return to:  
PREPARED BY AND RETURN TO:  
Michael D. Chiumento, III, Esquire  
**Chiumento Law, PLLC**  
145 City Place, Suite 301  
Palm Coast, FL 32164  
Attn: Kelly DeVore

Property Appraiser's Parcel Identification  
Number: 021231-0000-01010-0080;  
021231-0000-01010-0170; 021231-4938-00000-0002;  
021231-4938-00000-0003; 021231-0000-01010-0100;  
021231-0000-01010-0060; 021231-0000-01010-0044;  
021231-0000-01010-0043; 021231-0000-01010-0040;  
021231-4938-00000-0010; 021231-4938-00000-0020;  
021231-4938-00000-0030; 021231-4938-00000-0040;  
021231-4938-00000-0050; 021231-4938-00000-0060;  
021231-4938-00000-0110; 021231-4938-00000-0120;  
021231-4938-00000-0130; 021231-4938-00000-0140;

The Consideration for documentary stamp purposes is \$8,500,000.00.

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**SPECIAL WARRANTY DEED**

**THIS INDENTURE** is made as of this 21 day of June, 2022, between **LIGHTHOUSE HARBOR, LLC.**, a Florida limited liability company ("**Grantor**"), whose address is 2298 Colbert Lane, Palm Coast, FL 32137, Attention: Jim Cullis, to and in favor of **LIGHTHOUSE PALM COAST HOLDINGS, LLC**, a Florida limited liability company, whose address is 60 14<sup>th</sup> Street South, Suite 104, Birmingham, AL 35233 ("**Grantee**");

**WITNESSETH:**

**THAT** Grantor for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee, and to the Grantee's successors and assigns forever, that parcel or parcels of land, situate, lying and being in the County of Flagler, State of Florida, as more particularly described on Exhibit A attached hereto, together with all tenements, hereditaments, easements and appurtenances belonging thereto, subject only to those matters set forth on Exhibit B attached hereto ("**Permitted Encumbrances**").

**TO HAVE AND TO HOLD** the same unto Grantee in fee simple forever.

**AND** Grantor does hereby fully warrant the 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, subject, however, to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, by and through its duly authorized representatives, effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

LIGHTHOUSE HARBOR, LLC, a Florida limited liability company

Marlene Fuchs  
Print Name: \_\_\_\_\_

By [Signature] (SEAL)  
James T. Cullis, Manager

[Signature]  
Print Name: Heather Marrone

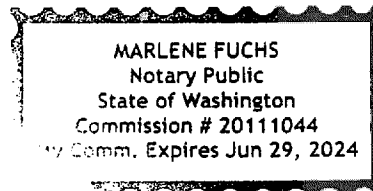
STATE OF WA

COUNTY OF Okanogan

The foregoing instrument was acknowledged before me, by means of XX physical presence or \_\_\_ online notarization, this 20 day of June, 2022, by James T. Cullis, the Manager of Lighthouse Harbor, LLC, a Florida limited liability company, on behalf of the limited liability company. He either [] is personally known to me or [] has produced a \_\_\_\_\_ state driver's license as identification.

[Signature]  
Notary Public, State of WA  
Printed Name: Marlene Fuchs  
Commission No.: 20111044  
My commission expires: 6-29-24

[NOTARIAL SEAL]



**EXHIBIT "A"****COMBINED LEGAL DESCRIPTION:****GRAND HAVEN MARINA PARCEL 1**

LOTS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE AND VACATED LEHIGH COURT, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 1203 PAGE 170, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 33, PAGES 54-61 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $18^{\circ}24'09''$  EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $13^{\circ}09'29''$  EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH  $89^{\circ}10'59''$  EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH  $25^{\circ}14'03''$  EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH  $00^{\circ}16'47''$  EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH  $00^{\circ}16'47''$  EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET THENCE SOUTH  $20^{\circ}18'43''$  EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET THENCE NORTH  $89^{\circ}59'40''$  EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH  $78^{\circ}58'54''$  EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH  $00^{\circ}32'52''$  EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH  $89^{\circ}11'18''$  EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH  $00^{\circ}24'19''$  EAST, A DISTANCE OF 198.18 FEET ; THENCE SOUTH  $59^{\circ}02'59''$  WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH  $00^{\circ}46'14''$  EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.71 FEET; THENCE SOUTH  $46^{\circ}38'27''$  EAST, A DISTANCE OF 161.38 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEA RAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $38^{\circ}28'46''$  WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $33^{\circ}35'55''$  WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $50^{\circ}21'19''$  WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE,

CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 67°35'41" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'08" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.12 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING.

Unofficial Copy

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

1. Ordinance recorded in O.R. Book 65, Page 475, Public Records of Flagler County, Florida.
2. Right of Way Agreement with Florida Power & Light Company recorded in O.R. Book 145, Page 697, Public Records of Flagler County, Florida.
3. Easement to Florida Power & Light Company recorded in O.R. Book 517, Page 825, Public Records of Flagler County, Florida.
4. Agreement with Palm Coast Utility Corporation recorded in O.R. Book 481, Page 1535, together with Assignment recorded in O.R. Book 602, Page 18, Public Records of Flagler County, Florida.
5. Construction, Support and Maintenance Easement recorded in O.R. Book 1646, Page 92, Public Records of Flagler County, Florida.
6. Temporary Slope Easement Agreement recorded in O.R. Book 1646, Page 96, Public Records of Flagler County, Florida.
7. Ordinance No. 2008-35 Amending and Restating the Development Agreement for the Marina Village Planned Unit Development recorded in O.R. Book 1967, Page 1108 as amended in O.R. Book 1975, Page 714, O.R. Book 2359, Page 621 and O.R. Book 2530, Page 600, as affected by Assignment of Permits, Approvals and Developmental Entitlements recorded in O.R. Book 2057, Page 1094, Public Records of Flagler County, Florida.
8. Drainage and Utilities Easement Agreement for stormwater drainage, utilities and cable television services recorded in O.R. Book 1036, Page 452 as assigned to Flagler County in O.R. Book 1176, Page 1089, Public Records of Flagler County, Florida.
9. Site Restoration Declaration of Restrictions and Protective Covenants recorded in O.R. Book 770, Page 1484 as supplemented in O.R. Book 805, Page 1600, Public Records of Flagler County, Florida, which contains restrictions, covenants, easements, charges and lien rights.
10. Easement in favor of Florida Power & Light Company recorded in O.R. Book 280, Page 816, Public Records of Flagler County, Florida.
11. Terms and conditions contained in the Easements contained in deed recorded in O.R. Book 1646, Page 89, Public Records of Flagler County, Florida.
12. Easement to Florida Power & Light Company recorded in O.R. Book 2151, Page 1650, Public Records of Flagler County, Florida.
13. Riparian and littoral rights are not insured.
14. Any portion of the Land lying waterward of the mean high water line of the Lehigh Canal, and lands accreted thereto.