

Exhibit A- presented by A. Nobles and accepted into the record by motion

INSTRUMENT PREPARED BY/RETURN TO:
CLAYTON H. BLANCHARD, JR, P.A.
35 E. PINEHURST BLVD.
EUSTIS, FLORIDA 32726

Mortgage

THIS MORTGAGE (this "**Mortgage**") is made as of the 23rd day of May 2025, by **Chat-A-Who-Che, LLC, a Florida limited liability company** (the "**Mortgagor**"), with an address at *P.O. Box 1398, Bunnell, FL 32110*, in favor of **Richard A. Bazinet** (the "**Mortgagee**"), with an address at *826 Bay Road, Mt. Dora, FL 32757*.

WHEREAS, the Mortgagor is the owner of a certain tract or parcel of land described in Exhibit A attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon;

WHEREAS, the Mortgagor has borrowed from the Mortgagee, and is executing and delivering this Mortgage as collateral security for one or more borrowings from the Mortgagee, in an amount of **Two Million Eight Hundred Forty Eight Thousand One Hundred Fifty and No/100 Dollars (\$2,848,150.00)** (the "**Loan**"), which Loan is evidenced by one promissory note in favor of the Mortgagee (as the same may be amended, supplemented or replaced from time to time, the "**Note**"), which has a maturity date of **May 23, 2026**. The Loan may also be governed by the terms and conditions of a letter agreement or loan agreement dated on or before the date of this Mortgage (as the same may be amended, supplemented or replaced from time to time, the "**Agreement**"); and

NOW, THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively called the "**Obligations**"):

(A) The Loan, the Note, and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Mortgagor or any other obligor or guarantor of any of the Obligations to the Mortgagee or to any other direct or indirect subsidiary of Mortgagee, of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Mortgagor or any other obligor or guarantor of any of the Obligations, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of

credit, loan, equipment lease or guarantee, or (v) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Mortgagee to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Mortgagee's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Mortgagee incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(B) Any sums advanced by the Mortgagee or which may otherwise become due pursuant to the provisions of the Note, this Mortgage or any other document or instrument at any time delivered to the Mortgagee to evidence or secure any of the Obligations or which otherwise relate to any of the Obligations (as each of the same may be amended, supplemented or replaced from time to time, collectively, the "**Loan Documents**").

The Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby give, grant, bargain, sell, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto the Mortgagee and does agree that the Mortgagee shall have a security interest in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired (the "**Property**"), to wit:

(a) All of the Mortgagor's estate in the premises described in Exhibit A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, air rights, oil rights, gas rights, mineral rights and all other rights and appurtenances thereunto belonging or appertaining, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "**Land**");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery, equipment and other goods, which in each case have become so related to the Land that an interest in them arises under real property law, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, appurtenant to, located in or used in connection with those buildings, structures or other improvements (the "**Improvements**");

(c) All of the Mortgagor's right, title and interest in and to all agreements, plans, franchises, management agreements, approvals (whether issued by a governmental

authority or otherwise) and other documentation or written or recorded work product required for or in any way related to the development, construction, renovation, use, occupancy or ownership of the Improvements, if any, whether now existing or hereafter arising (the "**Development Documents**"), including all (i) plans, specifications and other design work for buildings and utilities, (ii) architect's agreements and construction contracts and warranties, (iii) environmental reports, surveys and other engineering work product, (iv) permits and licenses and (v) agreements of sale, purchase options and agreements for easements and rights of way benefiting the Land, and the Mortgagor further covenants and agrees to execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain or continue any grant or assignment of rights in the Development Documents;

(d) All rents, income, issues and profits arising or issuing from the Land and the Improvements and advantages and claims against guarantors of any Leases (defined below) (the "**Rents**") including the Rents arising or issuing from all leases (including, without limitation, oil and gas leases), licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the "**Leases**"), all of which Leases and Rents are hereby assigned to the Mortgagee by the Mortgagor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Mortgagor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Mortgagor, however, shall have a license to collect, retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist. The Mortgagor will execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain and continue the assignment of Rents hereunder; and

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

To have and to hold the same unto the Mortgagee, its successors and assigns, forever.

Provided, however, that if the Obligations shall be paid to the Mortgagee, and if the Mortgagor and any other obligor or guarantor of any of the Obligations shall keep and perform each of its other covenants, conditions and agreements set forth herein and in the other Loan Documents, then, upon the termination of all obligations, duties and commitments of the Mortgagor and any other obligor or guarantor of any of the Obligations under the Obligations and this Mortgage, and subject to the provisions of the section entitled "Survival; Successors and Assigns", the estate hereby granted and conveyed shall

become null and void. This Mortgage shall be deemed to constitute a fixture financing statement.

Mortgagor agrees that if, at any time during the term of this Mortgage or following a foreclosure hereof (whether before or after the entry of a judgment of foreclosure), Mortgagor fails to perform or observe any covenant or obligation under this Mortgage including, without limitation, payment of any of the foregoing, Mortgagee may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by Mortgagee shall be added to the amount secured by this Mortgage and the other Loan Documents (and, if advanced after the entry of a judgment of foreclosure, by such judgment of foreclosure), and shall be due and payable on demand, together with interest at the Default Rate set forth in the Note, such interest to be calculated from the date of such advance to the date of repayment thereof.

1. **Representations and Warranties.** The Mortgagor represents and warrants to the Mortgagee that (i) the Mortgagor has good and marketable title to an estate in fee simple absolute in the Land and Improvements and has all right, title and interest in all other property constituting a part of the Property, in each case free and clear of all liens and encumbrances, and (ii) the Mortgagor's name, organizational information and address are true and complete as set forth in the heading of this Mortgage. This Mortgage is a valid and enforceable first lien on the Property and the Mortgagee shall, subject to the Mortgagor's right of possession prior to an Event of Default, quietly enjoy and possess the Property. The Mortgagor shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to the Mortgagee against the claims of all persons.

2. **Affirmative Covenants.** Until all of the Obligations shall have been fully paid, satisfied and discharged the Mortgagor shall:

(a) **Legal Requirements.** Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders and regulations and all covenants, restrictions and conditions which may be applicable to the Mortgagor or to any of the Property (the "**Legal Requirements**").

(b) **Impositions.** Before interest or penalties are due thereon and otherwise when due, the Mortgagor shall pay all taxes of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Property, all general and special assessments (including any condominium or planned unit development assessments, if any), levies, permits, inspection and license fees, all water and sewer rents and charges, and all other charges and liens, whether of a like or different nature, imposed upon or assessed against the Mortgagor or any of the Property (the "**Impositions**"). Within thirty (30) days after the payment of any Imposition, the Mortgagor shall deliver to the Mortgagee written evidence acceptable to the Mortgagee of such payment. The Mortgagor's obligations to pay the Impositions shall survive the Mortgagee's taking title to (and possession of) the Property through foreclosure, deed-in-lieu or otherwise, as well as

the termination of the Mortgage including, without limitation, by merger into a deed.

(c) Maintenance of Security. Use, and permit others to use, the Property only for its present use or such other uses as permitted by applicable Legal Requirements and approved in writing by the Mortgagee. The Mortgagor shall keep the Property in good condition and order and in a rentable and tenantable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided, however, that no structural repairs, renewals or replacements shall be made without the Mortgagee's prior written consent. The Mortgagor shall not remove, demolish or alter the Property, including but not limited to the removal of any oil, gas or minerals on the Property, nor commit or suffer waste with respect thereto, nor permit the Property to become deserted or abandoned. Mortgagor shall permit Mortgagee and its agents at any reasonable time, and from time to time, to enter upon and visit the Property for the purpose of inspecting and appraising the same. The Mortgagor covenants and agrees not to take or permit any action with respect to the Property which will in any manner impair the security of this Mortgage or the use of the Property as set forth in the Loan Documents.

Without Mortgagee's prior written approval, Mortgagor shall not sell, assign, give, mortgage, pledge, hypothecate, encumber or otherwise transfer the Property, or any part thereof or interest therein, voluntarily or involuntarily, including, but not limited to, permitting or allowing carbon sequestration, mining of any type, burying vegetation or construction debris and/or materials.

3. Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges, expenses, and reasonable attorney's fees paid or incurred by Mortgagee in any action, proceeding or dispute of any kind in which Mortgagee is a party because of the failure of any obligation or Other Obligations to be duly and promptly paid or otherwise performed and discharged, including, but not limited to, the foreclosure or other enforcement of this Mortgage, any condemnation or eminent domain action involving the mortgaged property or any part thereof, any action to protect the security hereof or any proceeding in probate, reorganization or bankruptcy or any action or cost incurred by the Mortgagee for the cost of evaluating the value of or re-valuing the Property. All such amounts paid or incurred by Mortgagee, together with interest thereon at the Default Rate from the date incurred by Mortgagee, shall be secured by this Mortgage and shall be due and payable by Mortgagor immediately, whether or not there be notice or demand therefore.

4. Leases. The Mortgagor shall not (a) execute an assignment or pledge of the Rents or the Leases other than in favor of the Mortgagee; (b) accept any prepayment of an installment of any Rents prior to the due date of such installment; or (c) enter into or amend any of the terms of any of the Leases without the Mortgagee's prior written consent. Any or all Leases of all or any part of the Property shall be subject in all respects to the Mortgagee's prior written consent, shall be subordinated to this Mortgage and to the Mortgagee's rights and, together with any and all rents, issues or profits relating thereto,

shall be assigned at the time of execution to the Mortgagee as additional collateral security for the Obligations, all in such form, substance and detail as is satisfactory to the Mortgagee in its sole discretion.

5. **Due on Sale Clause.** The Mortgagor shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without the Mortgagee's prior written consent, including: (a) any sale, conveyance, encumbrance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the Property, except as otherwise permitted hereunder; (b) any lease of all or any portion of the Property; or (c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, if a corporation, or any partnership interest in the Mortgagor, if a partnership, or any membership interest, if a limited liability entity, except in favor of the Mortgagee. Any default under this section shall cause an immediate acceleration of the Obligations without any demand by the Mortgagee.

6. **Mechanics' Liens.** Prior to the Mortgagor performing any construction or other work on or about the Property for which a lien could be filed against the Property, the Mortgagor shall enter into a written contract ("**Construction Contract**") with the contractor who is to perform such work, or materialman providing materials (each a "**Contractor**"), containing a provision whereby (i) the Contractor shall, at the request of the Mortgagor or Mortgagee, verify in an affidavit in a form approved by the Mortgagee that all labor and materials furnished by the Contractor, including all applicable taxes, have been paid by the Contractor up to the date of such requested affidavit, (ii) the Contractor shall, upon the request of the Mortgagor or Mortgagee, at no cost to Mortgagee, post a bond guaranteeing payment for labor and materials provided by all subcontractors, sub-subcontractors and materialmen and subsequently obtain advance lien waivers from such parties in a form acceptable to Mortgagee, (iii) the Contractor agrees to subordinate any lien against the Property, whether obtained under the mechanics' lien laws or otherwise, to the lien, right, title and terms of the Loan Documents and all advances to be made thereunder and to include a similar provision in contracts with all subcontractors, sub-subcontractors and materialmen with respect to liens obtained by such parties and (iv) the Contractor agrees that foreclosure or a conveyance in lieu of a foreclosure of the liens and security interests securing the Obligations shall be fully and automatically effective to terminate and extinguish all of Contractor's liens and claims of any kind against the Property and to include a similar provision in contracts with all subcontractors, sub-subcontractors and materialmen with respect to liens obtained by such parties. Notwithstanding the foregoing, if mechanics' or other liens shall be filed against the Property purporting to be for labor or material furnished or to be furnished on behalf of the Mortgagor, or for any other reason relating to the acts or omissions of the Mortgagor, then the Mortgagor shall at its expense, cause such lien to be discharged of record by payment, bond or otherwise within fifteen (15) days after the filing thereof. If the Mortgagor shall fail to cause such lien to be discharged of record within the fifteen (15) day period, the Mortgagee may, in Mortgagee's sole discretion, cause such lien to be discharged by payment, bond or otherwise without investigation as to the validity thereof or as to any offsets or defenses thereto, and the Mortgagor shall, upon demand, reimburse the Mortgagee for all amounts paid and costs

incurred in connection therewith including, without limitation, attorneys' fees and disbursements.

7. **Insurance.** The Mortgagor shall keep the Property continuously insured, in an amount not less than the cost to replace the Property or an amount not less than one hundred percent (100%) of the full insurable value of the Property, whichever is greater, covering such risks and in such amounts and with such deductibles as are satisfactory to the Mortgagee and its counsel including, without limitation, insurance against loss or damage by fire, with extended coverage and against other hazards as the Mortgagee may from time to time require. With respect to any property under construction or reconstruction, the Mortgagor shall maintain builder's risk insurance. The Mortgagor shall also maintain comprehensive general public liability insurance, in an amount of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) general aggregate per location, which includes contractual liability insurance for the Mortgagor's obligations under the Leases, and worker's compensation insurance. All property and builder's risk insurance shall include protection for continuation of income for a period of twelve (12) months, in the event of any damage caused by the perils referred to above. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Mortgagee, shall be with an insurance company or companies satisfactory to the Mortgagee, shall be in form satisfactory to the Mortgagee, shall meet all coinsurance requirements of the Mortgagee, shall be maintained in full force and effect, shall be assigned to the Mortgagee, with premiums prepaid, as collateral security for payment of the Obligations, shall be endorsed with a standard mortgagee clause in favor of the Mortgagee and shall provide for at least thirty (30) days' notice of cancellation to the Mortgagee. Such insurance shall also name the Mortgagee as an additional insured under the comprehensive general public liability policy and the Mortgagor shall also deliver to the Mortgagee a copy of the replacement cost coverage endorsement. If the Property is located in an area which has been identified by any governmental agency, authority or body as a flood hazard area, then the Mortgagor shall maintain a flood insurance policy covering the Property in an amount equal to the lesser of (a) the original amount of the Obligations or (b) the maximum limit of coverage available under the federal program; provided, however, the Mortgagee may require greater amounts in its sole discretion.

8. **Rights of Mortgagee to Insurance Proceeds.** In the event of loss, the Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and the Mortgagor shall not adjust, collect or compromise any claims under said policies without the Mortgagee's prior written consent. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums, directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the Mortgagor appoints the Mortgagee as the Mortgagor's attorney-in-fact, which appointment is irrevocable and coupled with an interest, to endorse any draft therefor. All insurance proceeds may, at the Mortgagee's sole option, be applied to all or any part of the Obligations and in any order (notwithstanding that such Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose.

9. **Installments for Insurance, Taxes and Other Charges.** Upon the Mortgagee's request, the Mortgagor shall pay to the Mortgagee monthly, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Property (the "**Escrow Charges**"). The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to the Mortgagee shall be deemed to be trust funds, nor shall any sums paid bear interest. The Mortgagee shall have no obligation to pay any insurance premium or Imposition if at any time the funds being held by the Mortgagee for such premium or Imposition are insufficient to make such payments. If, at any time, the funds being held by the Mortgagee for any insurance premium or Imposition are exhausted, or if the Mortgagee determines, in its sole discretion, that such funds will be insufficient to pay in full any insurance premium or Imposition when due, the Mortgagor shall promptly pay to the Mortgagee, upon demand, an amount which the Mortgagee shall estimate as sufficient to make up the deficiency. Upon the occurrence of an Event of Default, the Mortgagee shall have the right, at its election, to apply any amount so held against the Obligations due and payable in such order as the Mortgagee may deem fit, and the Mortgagor hereby grants to the Mortgagee a lien upon and security interest in such amounts for such purpose.

10. **Condemnation.** The Mortgagor, immediately upon obtaining knowledge of any potential or threatened condemnation or taking, or upon the institution of any proceedings for the condemnation or taking, by eminent domain of any of the Property, shall notify the Mortgagee of such threat or the pendency of such proceedings. The Mortgagee may participate in any related negotiations or proceedings and the Mortgagor shall deliver to the Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of condemnation proceedings or negotiations in lieu thereof, is hereby assigned to and shall be received and collected directly by the Mortgagee, and any award or compensation shall be applied, at the Mortgagee's option, to any part of the Obligations and in any order (notwithstanding that any of such Obligations may not then be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose.

11. **Environmental Matters.** (a) For purposes of this Section 10, the term "**Environmental Laws**" shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The term "**Regulated Substances**" shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term "**Contamination**" shall mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.

(b) The Mortgagor represents and warrants (i) that no Contamination is present at, on or under the Property and that no Contamination is being or has been

emitted onto any surrounding property; (ii) all operations and activities on the Property have been and are being conducted in accordance with all Environmental Laws, and the Mortgagor has all permits and licenses required under the Environmental Laws; (iii) no underground or aboveground storage tanks are or have been located on or under the Property; and (iv) no legal or administrative proceeding is pending or threatened relating to any environmental condition, operation or activity on the Property, or any violation or alleged violation of Environmental Laws. These representations and warranties shall be true as of the date hereof, and shall be deemed to be continuing representations and warranties which must remain true, correct and accurate during the entire duration of the term of this Mortgage.

(c) The Mortgagor shall ensure, at its sole cost and expense, that the Property and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws. The Mortgagor shall notify the Mortgagee promptly and in reasonable detail in the event that the Mortgagor becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Property, or any governmental or third party claims relating to the environmental condition of the Property or the conduct of operations or activities thereon. The Mortgagor also agrees not to permit or allow the presence of Regulated Substances on any part of the Property, except for those Regulated Substances (i) which are used in the ordinary course of the Mortgagor's business, but only to the extent they are in all cases used in a manner which complies with all Environmental Laws; and (ii) those Regulated Substances which are naturally occurring on the Property. The Mortgagor agrees not to cause, allow or permit the presence of any Contamination on the Property.

(d) The Mortgagee shall not be liable for, and the Mortgagor shall indemnify, defend and hold the Mortgagee and the Indemnified Parties (as hereinafter defined) and all of their respective successors and assigns harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including reasonable attorneys', consultants' and contractors' fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Mortgagee or any Indemnified Party may suffer or incur (including as holder of the Mortgage, as mortgagee in possession or as successor in interest to the Mortgagor as owner of the Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) as a result of or in connection with (i) any Environmental Laws (including the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of the Mortgage); (ii) the breach of any representation, warranty, covenant or undertaking by the Mortgagor in this Section 10; (iii) the presence on or the migration of any Contamination or Regulated Substances on, under or through the Property; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Property or the presence or migration of any Regulated Substances or Contamination on, under, to or from the Property.

(e) Upon the Mortgagee's request, the Mortgagor shall execute and deliver an Environmental Indemnity Agreement satisfactory in form and substance to the

Mortgagee, to more fully reflect the Mortgagor's representations, warranties, covenants and indemnities with respect to the Environmental Laws.

12. Inspection of Property. The Mortgagee shall have the right to enter the Property at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon, as well as the conduct of operations and activities on the Property. The Mortgagee may enter the Property (and cause the Mortgagee's employees, agents and consultants to enter the Property), upon prior written notice to the Mortgagor, to conduct any and all environmental testing deemed appropriate by the Mortgagee in its sole discretion. The environmental testing shall be accomplished by whatever means the Mortgagee may deem appropriate, including the taking of soil samples and the installation of ground water monitoring wells or other intrusive environmental tests. The Mortgagor shall provide the Mortgagee (and the Mortgagee's employees, agents and consultants) reasonable rights of access to the Property as well as such information about the Property and the past or present conduct of operations and activities thereon as the Mortgagee shall reasonably request.

13. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder: (a) any Event of Default (as such term is defined in any of the Loan Documents); (b) any default under any of the Obligations that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such Obligations with respect to such default; (c) demand by the Mortgagee under any of the Obligations that have a demand feature; (d) the Mortgagor's failure to perform any of its obligations under this Mortgage or under any Environmental Indemnity Agreement executed and delivered pursuant to Section 10(e); (e) falsity, inaccuracy or material breach by the Mortgagor of any written warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor; (f) an uninsured material loss, theft, damage, or destruction to any of the Property, or the entry of any judgment against the Mortgagor or any lien against or the making of any levy, seizure or attachment of or on the Property; (g) the Mortgagee's failure to have a mortgage lien on the Property with the priority required under Section 1; (h) any indication or evidence received by the Mortgagee that the Mortgagor may have directly or indirectly been engaged in any type of activity which, in the Mortgagee's discretion, might result in the forfeiture of any property of the Mortgagor to any governmental entity, federal, state or local; (i) foreclosure proceedings are instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage; (j) the Mortgagor's failure to pay any Impositions as required under Section 2(b), or to maintain in full force and effect any insurance required under Section 6; (k) the Mortgagor or any other obligor or guarantor of any of the Obligations, shall at any time record a notice pursuant to Section 697.04(b), *Florida Statutes* (or any successor or similar law, rule or regulation) electing to limit the indebtedness secured by this Mortgage; or (l) the Mortgagor, or any principal or beneficiary of the Mortgagor, ever resides on the Property as his or her primary residence or occupy the Property for more than fourteen (14) days during the twelve (12) month period immediately following the effective date of this Mortgage.

14. Rights and Remedies of Mortgagee. If an Event of Default occurs, the

Mortgagee may, at its option and without demand, notice or delay, do one or more of the following:

(a) The Mortgagee may declare the entire unpaid principal balance of the Obligations, together with all interest thereon, to be due and payable immediately.

(b) The Mortgagee may (i) institute and maintain any one or more actions of mortgage foreclosure against all or any part of the Property and the interests of the Mortgagor therein, including the right to elect to foreclose such of the Property as then comprise fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal property under the Uniform Commercial Code, (ii) institute and maintain an action on any instruments evidencing the Obligations or any portion thereof, and (iii) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Obligations, and in each such action the Mortgagee shall be entitled to all costs of suit and attorneys' fees. The unpaid balance of any judgment shall bear interest at the lesser of (a) the statutory rate provided for judgments, or (b) the Default Rate. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Obligations which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Property by judicial proceedings, the Property may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Property or in any other security hereunder or otherwise appertaining to the Obligations or any other obligation secured by this Mortgage, whether by any statute, rule or precedent which may otherwise require said security to be marshaled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Obligations or any deficiency remaining unpaid after the foreclosure sale of the Property.

(c) The Mortgagee may, in its sole and absolute discretion: (i) collect any or all of the Rents, including any Rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of the Mortgagor under any Lease, or (iii) enforce any obligation of any tenant of any of the Property. The Mortgagee may exercise any right under this subsection (c), whether or not the Mortgagee shall have entered into possession of any of the Property, and nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession", unless the Mortgagee shall have entered into and shall continue to be in actual possession of the Property. The Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Property to pay all Rents directly to the Mortgagee and to perform all other obligations of that tenant for the direct benefit of the Mortgagee, as if the Mortgagee were the landlord under the Lease with that tenant, immediately upon receipt of a demand by the Mortgagee to make such payment or

perform such obligations. The Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents or performance of obligations to the Mortgagee, and any such payment or performance to the Mortgagee shall discharge the obligations of the tenant to make such payment or performance to the Mortgagor.

(d) The Mortgagee shall have the right, in connection with the exercise of its remedies hereunder, to petition a court of competent jurisdiction to appoint a receiver to take possession and control of the Property or to collect the Rents, without notice and without regard to the adequacy of the Property to secure the Obligations. A receiver while in possession of the Property shall have all of the rights available to Mortgagee including, without limitation, those set forth in Section 13(c) above and including the right to make repairs and to make improvements necessary or advisable in its or his opinion to preserve the Property, or to make and keep them rentable to the best advantage, and the Mortgagee may advance moneys to a receiver for such purposes. Any moneys so expended or advanced by the Mortgagee or by a receiver shall be added to and become a part of the Obligations secured by this Mortgage.

15. Application of Proceeds. The Mortgagee shall apply the proceeds of any foreclosure sale of, or other disposition or realization upon, or Rents or profits from, the Property to satisfy the Obligations in such order of application as the Mortgagee shall determine in its exclusive discretion.

16. Mortgagee's Right to Protect Security. The Mortgagee is hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the Mortgagee's rights or powers hereunder; (b) purchase such insurance policies covering the Property as it may elect if the Mortgagor fails to maintain the insurance coverage required hereunder; and (c) take such action as the Mortgagee may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default and to protect its security in the Property.

17. Appointment of Mortgagee as Attorney-in-Fact. The Mortgagee, or any of its officers, is hereby irrevocably appointed attorney-in-fact for the Mortgagor (without requiring any of them to act as such), such appointment being coupled with an interest, to do any or all of the following: (a) collect the Rents after the occurrence of an Event of Default; (b) settle for, collect and receive any awards payable under Section 9 from the authorities making the same; and (c) execute, deliver and file, at Mortgagor's sole cost and expense such instruments as the Mortgagee may require in order to perfect, protect and maintain its liens and security interests on any portion of the Property.

18. Certain Waivers. The Mortgagor hereby waives and releases all benefit that might accrue to the Mortgagor by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment or any rights of marshalling in the event of any sale

hereunder of the Property, and, unless specifically required herein, all notices of the Mortgagor's default or of the Mortgagee's election to exercise, or the Mortgagee's actual exercise of any option under this Mortgage or any other Loan Document.

19. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

20. Further Acts. If required by the Mortgagee, the Mortgagor will execute all documentation necessary for the Mortgagee to obtain and maintain perfection of its liens and security interests in the Property. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall, from time to time, require for the better assuring, conveying, assigning, transferring or confirming unto the Mortgagee the property and rights hereby mortgaged, or which Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intent of or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage. The Mortgagor grants to the Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Mortgagee under this Mortgage or the other Loan Documents, at law or in equity, including, without limitation, the rights and remedies described in this section.

21. Recording Taxes; Documentary Stamps and Intangible Tax. If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to this Mortgage or the other Loan Documents, or impose any recording or other tax or charge on the same, the Mortgagor will pay for the same, with interest and penalties thereon, if any.

22. Preservation of Rights. No delay or omission on the Mortgagee's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Mortgagee's action or inaction impair any such right or power. The Mortgagee's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Mortgagee may have under other agreements, at law or in equity.

23. Illegality. If any provision contained in this Mortgage should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Mortgage.

24. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by the Mortgagor from, any provision of this Mortgage will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor will entitle the Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

25. **Entire Agreement.** This Mortgage (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

26. **Survival; Successors and Assigns.** This Mortgage will be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Mortgagor may not assign this Mortgage in whole or in part without the Mortgagee's prior written consent and the Mortgagee at any time may assign this Mortgage in whole or in part; and provided, further, that the rights and benefits under the sections entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall also inure to the benefit of any persons or entities who acquire title or ownership of the Property from or through the Mortgagee or through action of the Mortgagee (including a foreclosure, sheriff's or judicial sale). The provisions of the sections entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall survive the termination, satisfaction or release of this Mortgage, the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure.

27. **Interpretation.** In this Mortgage, unless the Mortgagee and the Mortgagor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Mortgage; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Mortgage. Section headings in this Mortgage are included for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose. If this Mortgage is executed by more than one party as Mortgagor, the obligations of such persons or entities will be joint and several.

28. **Indemnity.** The Mortgagor agrees to indemnify each of the Mortgagee, each legal entity, if any, who controls, is controlled by or is under common control with the Mortgagee and each of their respective directors, officers, employees and agents (the "**Indemnified Parties**"), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult

and all expenses of litigation and preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Mortgagor), in connection with or arising out of or relating to the matters referred to in this Mortgage or in the other Loan Documents, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Mortgagor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority, whether incurred in connection with litigation, mediation, arbitration, other alternative dispute processes, administrative proceedings and bankruptcy proceedings, and any and all appeals from any of the foregoing; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this section shall survive the termination of this Mortgage, payment of any Obligations and assignment of any rights hereunder. The Mortgagor may participate at its expense in the defense of any such action or claim.

29. Governing Law and Jurisdiction. This Mortgage has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee's office indicated above is located. **THIS MORTGAGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MORTGAGEE'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE WHERE THE APPLICABLE PROPERTY IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF THE MORTGAGEE IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE APPLICABLE PROPERTY OR ANY INTEREST THEREIN.** The Mortgagor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district where the Mortgagee's office indicated above is located; provided that nothing contained in this Mortgage will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Mortgagor individually, against any security or against any property of the Mortgagor within any other county, state or other foreign or domestic jurisdiction. The Mortgagee and the Mortgagor agree that the venue provided above is the most convenient forum for both the Mortgagee and the Mortgagor. The Mortgagor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Mortgage.

30. Change in Name or Locations. The Mortgagor hereby agrees that if the location of any of the Property changes from the Land or its chief executive office, or if the Mortgagor changes its name, its type of organization, its state of organization (if Mortgagor is a registered organization), its principal residence (if Mortgagor is an individual), its chief executive office (if Mortgagor is a general partnership or non-registered organization) or establishes a name in which it may do business that is not the current name of the Mortgagor, the Mortgagor will immediately notify the Mortgagee in writing of the additions or

changes.

31. WAIVER OF JURY TRIAL. THE MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

32. Future Advances. This Mortgage shall secure any additional obligations as well as any and all present or future advances and readvances under the Obligations made by the Mortgagee to or for the benefit of the Mortgagor or the Property within twenty (20) years from the date hereof (whether such advances are obligatory or are made at the option of the Mortgagee or otherwise), up to a maximum principal amount of indebtedness outstanding at any time equal to double the face amount of the Note, plus accrued and unpaid interest, late charges, fees and other amounts due under the Obligations or this Mortgage including, without limitation, advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, advances for the construction, alteration or renovation on the Property, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Mortgagee for the enforcement and protection of the Property or the lien of this Mortgage, all legal fees, costs and other expenses incurred by Mortgagee by reason of any default or otherwise in connection with the Obligations, and for any other purpose, together with all other sums due hereunder or secured hereby.

33. Appraisals. In addition to the appraisals required by Mortgagee prior to closing of the Loan, updated appraisals shall be prepared at Mortgagor's expense when requested by Mortgagee (or when required in connection with any extension options in the Promissory Note). Such appraisals shall be prepared in accordance with written instructions from Mortgagee by a professional appraiser selected and engaged by Mortgagee. Mortgagor shall cooperate fully with the appraisal process and shall allow the appraisers reasonable access to the Real Property and its tenants.

34. Reappraisal of Real Property. Mortgagor acknowledges that Mortgagee was induced to enter into the subject Loan transaction based upon a specific loan-to value ratio (the "Original Loan-to-Value Ratio"). The Original Loan-to-Value Ratio was based upon the appraised value (the "Original Appraised Value") of the Real Property set forth in the appraisal Mortgagor submitted to Mortgagee prior to the closing of the subject Loan transaction. If any updated appraisal received by Mortgagee pursuant to the above paragraph reflects that the appraised value of the Real Property has decreased from the Original Appraised Value and if such decrease results in a loan-to-value ratio which is higher than the Original Loan-to-Value Ratio, Mortgagor shall within ten (10) days of Mortgagee's written request make a principal payment (the "Prepayment") under the Promissory Note in an amount sufficient to maintain the Original Loan-to-Value Ratio. Such Prepayment shall not entitle Mortgagor to a release of any of the Real Property.

35. **Non-Homestead Property.** The property described herein is not the homestead property of the Mortgagor, or principal, officer, director, member, partner, or manager of Mortgagor, as that term is defined by the laws and Constitution of the State of Florida.

36. **Junior Encumbrances.** It is understood and agreed by Mortgagor that as part of the inducement by Mortgagee to make the loan evidenced by the Note, Mortgagor covenants and agrees not to further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such encumbrance made without Mortgagee's prior written consent shall constitute a default hereunder.

The Mortgagor acknowledges that it has read and understood all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

The undersigned has hereunto set her hand and seal effective the date first written above.

**Chat-A-Who-Che, LLC,
a Florida limited liability company**

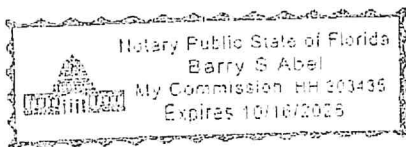
BY: _____

**Gwendolyn J. Lafferty
Manager**

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 28 day of May 2025, by **Gwendolyn J. Lafferty as Manager of Chat-A-Who-Che, LLC, a Florida limited liability company**, on behalf of the company, who (☒) is personally known to me or (☐) has produced a driver's license as identification and did not take an oath.



NOTARY PUBLIC

(Please Print)

My Commission Expires: 10-16-26

Exhibit A

An undivided 16.2162% interest in the following described properties:

Parcel 8

Tracts 7 and 8 of Section 14, and Tracts 20 and 25 and that portion of Tracts 18, 19, 26, and 27, of Block C lying South and West of the Florida East Coast Railway right-of-way all in Section 14, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

and

Lots 1, 2, and 3 of Block 1, Carver Subdivision, according to the plat thereof as recorded in Plat Book 3, Page 46, Public Records of Flagler County, Florida.

and

Lot 4 of Block 2 and Lot 3 of Block 4, Lincoln Heights Subdivision, according to the plat thereof as recorded in Plat Book 2, Page 18, Public Records of Flagler County, Florida.

Parcel 9

That part of Tracts 19, 20, and 25 lying South and East of State Road 11, and all of Tract 26, Block C, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, all in Section 15, Township 12 South, Range 30 East.

and

Tracts 1-5 and 15 and 16, Block D, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, all in Section 15, Township 12 South, Range 30 East.

Parcel 16

That part of Section 21, Township 12 South, Range 30 East, lying South and East of State Road 11, Flagler County, Florida.

Parcel 17

Tracts 1, 2, 3, 4, 8, 9, 10, 11, and S 1/2 of Tract 12, and E 2/3 of S 3/4 of Tract 6 of Block A; Tracts 1 and 2, W 1/2 of Tract 3, Tracts 4, 7, 8, 9, 10, and 11, and that part of Tracts 5 and 6 lying South and East of State Road 11 of Block B; Tracts 3 thru 12 inclusive of Block C; Tracts 1 and 2, S 1/2 of Tract 3, S 1/4 of Tract 4, and all of Tracts 8, 9, 10, 11, and 12 of Block D; All in Section 22, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

and

North 1/2 of Tract 3; North 1/2 of the South 1/2 of Tract 4 and the Southerly 252 feet of the East 485 feet of Tract 7 (excluding the westerly 175') of Block D, Section 22, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

and

The Southerly 50 feet of the South 1/2 of Tract 5 and the North 1/2 of Tract 4, as measured along Old Haw Creek Road, Block D, Section 22, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting the following described properties:

The Northern 426.24 feet of the Eastern 1,021.97 feet of Section 22, Township 12 South, Range 30 East, Flagler County, Florida.

and

A portion of Tract 12, Block C, and Tract 7, Block D, Bunnell Development Company Land of Bunnell, in Section 22, Township 12 South, Range 30 East, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, all lying westerly of Old Haw Creek Road as established, having a 66 foot wide right of way, being more particularly described as follows:

From a point of reference, at the intersection of the north line of Section 22, and the center line of Old Haw Creek Road, bear S01°16'11"E along the said center line of Old Haw Creek Road, for a distance of 3922.68 feet to the Northerly line of Tract 7, Block D; thence S89°50'44"W along the said northerly line, for a distance of 33.00 feet, to the point of beginning of this description; thence continue S89°50'44"W along the northerly line of Tract 7, Block D, and the northerly line of Tract 12, Block C, for a distance of 832.41 feet to the westerly line of Tract 12, Block C; thence S01°44'59"W along the said westerly line, for a distance of 261.14 feet; thence N89°50'44"E to the westerly right-of-way line of Old Haw Creek Road, for a distance of 846.17 feet; thence N01°16'11"W along the said westerly right-of-way, for a distance of 261.05 feet to the point of beginning of this description.

Parcel 18

All of Block A, lying South and West of the Florida East Coast Railway right-of-way;
and

All of Block B lying South and West of the Florida East Coast Railway, right-of-way;
and

All of Block C;

and

That part of Tracts 1, 2, 3, and 15 lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 4, 5, 6, 9, 10, 11, 12, 13, and 14 of Block D; All in Section 23, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 19

That part of Tracts 7, 8, and 9 of Block C lying South and West of the Florida East Coast Railway right-of-way in Section 24, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 20

That part of Tracts 6, 11, 12, lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 7, 8, 9, 10, and all of Tracts 16 thru 23 inclusive of Block B; Tracts 1 thru 16 inclusive of Block C; SE 1/4 of SW 1/4, all in Section 25, Township 12 South,

Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 22

All of Block A, except Tract 5; Tracts 1 thru 10 inclusive of Block B; Tracts 1, 2, 3, 4, 6, 7, and 8, S 1/2 of Tract 9 and W 1/2 of S 1/2 of Tract 10, of Block C; Tracts 1, 2, 3, and 7, N 1/2 of Tract 8, Tracts 9 and 10, E 1/2 of Tract 11, and E 1/2 of Tract 12 of Block D; All of Tract 3; North 1/2 of Tract 9; North 1/2 of Tract 10; and Tracts 4, and 6, and the South 1/2 of Tract 8 of Block D, all in Section 27, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 23

Tracts 1 and 2 and Tracts 4 thru 12 inclusive of Block A; That part of Block B lying South and East of State Road 11; All of Blocks C, and D, all in Section 28, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 24

That part of Section 29, Township 12 South, Range 30 East lying South and East of State Road 11, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 26

That part of Blocks 9 and 16 lying South and East of State Road 11, Section 31, Township 12 South, Range 30 East, St. John's Development Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 7, Public Records of Flagler County, Florida.

Parcel 27

That part of Section 32, Township 12 South, Range 30 East lying South and East of State Road 11, St. John's Development Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 7, Public Records of Flagler County, Florida.

Parcel 28

All of Section 33, Township 12 South, Range 30 East. St. John's Development Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 7, Public Records of Flagler County, Florida.

Parcel 29

Tracts 1, 2, and 7, S 1/2 of Tract 8, and all of Tracts 9, 10, 11, and 12, of Block A; All of Blocks B, C, and D; All in Section 34, Township 12 South, Range 30 East.
and

Tracts 3, 4, 5 and 6, of Block A, Section 34, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting the following described properties:

A parcel of land lying in the NE 1/4 of Section 34, Township 12 South, Range 30 East, Tallahassee Meridian, Flagler County, Florida, a portion of Tract 6 and Tract 4, Block A, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, lying East of Old Haw Creek Road (50' Right of Way by Prescription) and being more particularly described as follows:

As a Point of Beginning, from the intersection of the South line of Tract 6, Block A, with the East Right of Way line of Old Haw Creek Road, bear N89°15'45"E along the South line of Tract 6 and Tract 4, Block A, a distance of 625.70 feet; thence bear N01°45'15"W departing said South line of Tract 6 and Tract 4, Block A, a distance of 230.00 feet; thence bear S89°15'45"W, parallel with the South line of Tract 6 and Tract 4, Block A, a distance of 189.39 feet; thence bear N01°45'15"W a distance of 170.01 feet; thence bear S89°15'45"W, a distance of 436.31 feet to the East Right of Way of Old Haw Creek Road; thence bear S01°45'15"E along the East Right of Way of Old Haw Creek Road a distance of 400.00 feet to the South line of Tract 6, Block A and the Point of Beginning.

and

A parcel of land lying in the NE 1/4 of Section 34, Township 12 South, Range 30 East, Tallahassee Meridian, Flagler County, Florida, a portion of Tract 6 and Tract 4, Block A, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, lying East of Old Haw Creek Road (50' Right of Way by Prescription) and being more particularly described as follows:

Commence at the intersection of the South line of Tract 6, Block A, with the East Right of Way of Old Haw Creek Road; thence S89°13'00"E, along the south line of said Tract 6, a distance of 825.54 to the Point of Beginning; thence N00°13'06"W, departing said South line, a distance of 230.08 feet; thence N89°15'22"W, a distance of 189.45 feet; thence N00°14'11"W, a distance of 170.09 feet; thence S89°15'35"E, a distance of 358.40 feet; S00°14'00"E, a distance of 400.32 feet to a point on the South line of said Tract 4, Block A; thence N89°13'00"W, along said South line, a distance of 169.00 feet to the Point of Beginning.

Parcel 30

All of Section 35, Township 12 South, Range 30 East, except Block A and except Tract 9 of Block B and except Tract 8 of Block C, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting the following described properties:

A parcel of land lying in Sections 35 and 36, Township 12 South, Range 30 East, Flagler County, Florida, described according to Survey prepared by Exacta Land Surveyors, Inc., Survey Number 1110.1808, dated 11/19/2011, as follows:

From the Southwest corner of said Section 36, bear N2°11'24"W along the West line of Section 36 a distance of 979.10 feet to a 5/8 inch found Iron Rod on the Northwestern right-of-way boundary of State Road Number 304 as presently located and to the Point of Beginning of this description; thence S41°26'01"W along the said Northwestern right-of-way a distance of 49.92 feet to a 5/8 inch found Iron Rod; thence N28°42'42"W a distance of 524.54 feet; thence N41°34'50"E a distance of 583.73 feet to a 5/8 inch found Iron Rod,

crossing over the West line of Section 36 at a distance of 389.04 feet; thence continue S28°46'47"E a distance of 524.61 feet to a 5/8 inch found Iron Rod on the Northwestern right-of-way of State Road Number 304; thence S41°43'45"W along the Northwestern right-of-way a distance of 50.95 feet to a 5/8 inch found Iron Rod; thence S41°24'57"W, a distance of 50.03 feet to a 5/8 inch found Iron Rod located on the Northeast corner of Tract 7C, thence N48°23'07"W a distance of 54.22 feet to a set Iron Road and Cap (Label Number 7337); thence S88°49'18"W a distance of 260.78 feet to a 5/8 inch found Iron Rod; thence S02°09'10"E a distance of 354.81 feet to the Point of Beginning.

and

A parcel in Section 35, Township 12 South, Range 30 East, Tallahassee Meridian, Flagler County, Florida, more particularly described as follows: That portion of the Southeast Quarter of Section 35, lying Southeasterly of County Road 304.

Parcel 31

All of Block B; Tracts 2, 3, 4, 5, and 6 of Block C; All in Section 36, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida. Excepting Block B, Tracts 16, 17, 18, the E 1/2 of Tract 26, all of Tract 27 of Section 36, Township 12 South, Range 30 East.

And excepting the following described property:

A parcel of land lying in Sections 35 and 36, Township 12 South, Range 30 East, Flagler County, Florida, described according to Survey prepared by Exacta Land Surveyors, Inc., Survey Number 1110.1808, dated 11/19/2011, as follows:

From the Southwest corner of said Section 36, bear N2°11'24"W along the West line of Section 36 a distance of 979.10 feet to a 5/8 inch found Iron Rod on the Northwestern right-of-way boundary of State Road Number 304 as presently located and to the Point of Beginning of this description; thence S41°26'01"W along the said Northwestern right-of-way a distance of 49.92 feet to a 5/8 inch found Iron Rod; thence N28°42'42"W a distance of 524.54 feet; thence N41°34'50"E a distance of 583.73 feet to a 5/8 inch found Iron Rod, crossing over the West line of Section 36 at a distance of 389.04 feet; thence continue S28°46'47"E a distance of 524.61 feet to a 5/8 inch found Iron Rod on the Northwestern right-of-way of State Road Number 304; thence S41°43'45"W along the Northwestern right-of-way a distance of 50.95 feet to a 5/8 inch found Iron Rod; thence S41°24'57"W, a distance of 50.03 feet to a 5/8 inch found Iron Rod located on the Northeast corner of Tract 7C, thence N48°23'07"W a distance of 54.22 feet to a set Iron Road and Cap (Label Number 7337); thence S88°49'18"W a distance of 260.78 feet to a 5/8 inch found Iron Rod; thence S02°09'10"E a distance of 354.81 feet to the Point of Beginning.

Parcel 32a

All of Block B except Tract 5; Tract 5 of Block C; All in Section 2, Township 13 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 32

All of Section 3, Township 13 South, Range 30 East, except the N 1/2 of Tract 4 and all of Tract 5 of Block D; and also excepting one acre square in the Northeast corner of the

Section as described in Deed Book 26, Page 502 of the Flagler County Records (Malphurs property), Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting the following described properties:

A parcel of land lying in the Southeast 1/4 of Section 3, Township 13 South, Range 30 East, Flagler County, Tallahassee Meridian, also being a portion of Block D, Tract 11 of the Bunnell Development Company Land of Bunnell of said Section 3, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, being more particularly described as follows:

As a Point of Reference, from the Southeast corner of Section 3, Township 13 South, Range 30 East, bear N02°26'30"W along the east line of Section 3 a distance of 704.06 feet to the northwesterly right-of-way of County Road 304 and the Point of Beginning of this description; thence departing the east line of Section 3, bear S41°36'27"W, along the northwesterly right-of-way line, a distance of 200.00 feet; thence bear N48°23'33"W, leaving the right-of-way line, a distance of 484.76 feet; thence N41°36'27"E, a distance of 701.12 feet to the east line of Section 3; thence S02°26'30"E along the east line of Section 3, a distance of 597.21 feet to the northwesterly right-of-way line of County Road 304 (125' Right-of-Way) and the Point of Beginning of this description.

and

A parcel of land lying in the Southeast 1/4 of Section 3, Township 13 South, Range 30 East, Flagler County, Tallahassee Meridian, also being a portion of Block D, Tract 11 of the Bunnell Development Company Land of Bunnell of said Section 3, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, being more particularly described as follows:

As a Point of Beginning, from the Southeast corner of Section 3, Township 13 South, Range 30 East, bear N02°26'30"W along the east line of Section 3 a distance of 524.29 feet to the southeasterly right-of-way of County Road 304; thence departing the east line of Section 3, bear S41°36'27"W, along the southeasterly right-of-way line of County Road 304, a distance of 659.87 feet to the south line of Section 3, thence bear S86°45'07"E, leaving the right-of-way line along the south line of Section 3, a distance of 464.42 feet to the Southeast corner of Section 3, Township 13 South, Range 30 East and the Point of Beginning of this description.

and

A parcel of land lying in Section 3, Township 13 South, Range 30 East, Tallahassee Meridian, Flagler County, Florida, being a part of Block D, Tract 1 and Tract 12, Bunnell Development Company Land of Bunnell of Section 3, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida; being more particularly described as follows:

As a Point of Reference, from the intersection of the East line of Section 3, with the northerly Right-of-Way of County Road 304, formerly being State Road 304; thence bear N02°26'30"W along the East line of Section 3 a distance of 697.21 feet to the Point of Beginning; thence S41°36'27"W departing said East line a distance of 701.12 feet; thence N48°23'33"W a distance of 262.00 feet; thence N41°36'27"E a distance of 971.96 feet to the East line of Section 3; thence S02°26'30"E along the East line of Section 3 a distance of 376.66 feet to the Point of Beginning.

Parcel 33

All of Section 4, Township 13 South, Range 30 East, Flagler County, Florida.

Parcel 34

All of Section 5, Township 13 South, Range 30 East, Flagler County, Florida.

Parcel 35

That part of the N 1/2 and the N 1/2 of the S 1/2 of Section 6, Township 13 South, Range 30 East, Flagler County, Florida, lying South and East of State Road 11.

Parcel 36

All of Section 9, Township 13 South, Range 30 East, except Tract 2 of Block A, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 37

The NW 1/4 and that part of the SW 1/4 lying North and West of the old right-of-way of the Dupont and Florida Central Railroad in Section 10, Township 13 South, Range 30 East, Flagler County, Florida.

Parcel 45

The SE 1/4 of the SE 1/4 of Section 15, Township 12 South, Range 30 East, except Lots 1, 2, 13, and 14 of Block 1, and the West 1/2 of Blocks 3, 5, 7 and 9 of Bunnell Homesites Subdivision, as recorded in Plat Book 3, Page 18, Public Records of Flagler County, Florida.

Parcel also described as Lots 15, 16, and 24 of Block 1, of the vacated Bunnell Homesites Subdivision (a vacated subdivision of the SE 1/4 of Section 15, Township 12 South, Range 30 East, as recorded in Plat Book 3, Page 18, Public Records of Flagler County, Florida.)

Parcel 51

Tract 10 of Block C, Section 32, Township 12 South, Range 31 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 52

The South 1/5 of the South 1/2 of the West 1/2 of Tract 4, Block D, Section 17, Township 12 South, Range 31 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 53

A part of the Dupont Railroad right-of-way lying in Sections 2 and 3, Township 13 South, Range 30 East, ALSO lying in Sections 35 and 36, Township 12 South, Range 30 East. More particularly described in DB 21 PG 416-417:

In Section Thirty-six (36), Township Twelve (12) South, Range Thirty (30) East, Flagler County, Florida, according to the Dunnings survey containing Town Plat of DuPont

recorded in Plat Book 2, Page 16, Public Records of St. Johns County, Florida. Also strip of land 100 feet wide 50 feet each side of the center line of the former railway of DuPont Holding Company, across Section 36, as shown by map attached to deed from Bunnell Development Company to DuPont Railway & Land Company, August 23, 1913, and recorded in Deed Book 28, Page 520, Public Records of St. Johns County, Florida. Less road right-of-way for Highway 304.

In Section Three (3), Township Thirteen (13) South, Range Thirty (30) East, Flagler County, Florida. Strip of land 100 feet wide 50 feet each side of the center line of the former railway of DuPont Holding Company operated and located across Section 3, more fully described in map attached to deed from Bunnell Development Company to DuPont Railway & Land Company, August 23, 1913, and recorded in Deed Book 65, Page 58, of the Public Records of Volusia County, Florida. Less road right-of-way for Highway 304.

In Section Two (2), Township Thirteen (13) South, Range Thirty (30) East, Flagler County, Florida. Strip of land 100 feet wide 50 feet each side of the center line of the former railway of DuPont Holding Company and located across Section 2 described in the agreement dated August 23, 1913, between J.F. Lambert and I.I. Moody, their wives, Joining with DuPont Railway & Land Company, recorded in Deed Book 65, Page 60, public records of Volusia County, Florida. Less road right-of-way for Highway 304.

In Section Thirty-five (35), Township Twelve (12) South, of Range Thirty (30) East, Flagler County, Florida. Strip of land 100 feet wide lying 50 feet on each side of the center line of the railway of the DuPont Holding Company then operated and located on and across the Southeast corner of said Section 35 described in maps attached to the deed from Bunnell Development Company to DuPont Railway & land Company dated August 23, 1913 recorded in Deed Book 28, Page 518 of the Public Records of St. John's County, Florida. Less road right-of-way for Highway 304.

Lot five (5) in Block A, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, all in In Section Thirty-six (36), Township Twelve (12) South, Range Thirty (30) East, Flagler County, Florida.

Prepared by and return to:

Tiffany Lee
Clayton H. Blanchard, Jr., P.A.
35 East Pinehurst Boulevard
Eustis, FL 32726
(352) 589-1919
File Number: 25-0122
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 23rd day of May, 2025 between **Arthur H. Durshimer, III**, as to an undivided 16.2162% interest, whose post office address is **8103 11th Avenue NW, Bradenton, FL 34209**, grantor*, and **Chat-A-Who-Che, LLC**, a Florida limited liability company whose post office address is **P.O. Box 1398, Bunnell, FL 32110**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Flagler County, Florida**, to-wit:

See Exhibit "A" attached hereto for legal description.

Subject to easements, restrictions, and reservations of record, if any. However, this reference shall not serve to reimpose the same.

Neither the Grantor nor anyone dependent upon the Grantor resides on the above-described property and the said property does not constitute the Grantor's homestead as defined in Article 10 of the Florida Constitution.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the 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, 2024.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Michael Perez
Witness

Printed Name: Michael Perez
P.O. Address: 5525 1st Ave E
#307, Bradenton, FL 34208

Arthur H. Durshimer III
Arthur H. Durshimer, III

Marcel Durshimer
Witness
Printed Name: Marcel Durshimer
P.O. Address: 8103 11th Ave NW
Bradenton FL 34209

State of Florida
County of Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
29 day of May, 2025 by Arthur H. Durshimer, III who ☒ is personally known or ☐ has produced a driver's
license as identification.

[Seal]



Michael Perez
Notary Public
Print Name: Michael Perez
My Commission Expires: 2/2/26

Exhibit "A"**Parcel 8**

Tracts 7 and 8 of Section 14, and Tracts 20 and 25 and that portion of Tracts 18, 19, 26, and 27, of Block C lying South and West of the Florida East Coast Railway right-of-way all in Section 14, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

and

Lots 1, 2, and 3 of Block 1, Carver Subdivision, according to the plat thereof as recorded in Plat Book 3, Page 46, Public Records of Flagler County, Florida.

and

Lot 4 of Block 2 and Lot 3 of Block 4, Lincoln Heights Subdivision, according to the plat thereof as recorded in Plat Book 2, Page 18, Public Records of Flagler County, Florida.

Parcel 9

That part of Tracts 19, 20, and 25 lying South and East of State Road 11, and all of Tract 26, Block C, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, all in Section 15, Township 12 South, Range 30 East.

and

Tracts 1-5 and 15 and 16, Block D, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, all in Section 15, Township 12 South, Range 30 East.

Parcel 16

That part of Section 21, Township 12 South, Range 30 East, lying South and East of State Road 11, Flagler County, Florida.

Parcel 17

Tracts 1, 2, 3, 4, 8, 9, 10, 11, and S 1/2 of Tract 12, and E 2/3 of S 3/4 of Tract 6 of Block A; Tracts 1 and 2, W 1/2 of Tract 3, Tracts 4, 7, 8, 9, 10, and 11, and that part of Tracts 5 and 6 lying South and East of State Road 11 of Block B; Tracts 3 thru 12 inclusive of Block C; Tracts 1 and 2, S 1/2 of Tract 3, S 1/4 of Tract 4, and all of Tracts 8, 9, 10, 11, and 12 of Block D; All in Section 22, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

and

North 1/2 of Tract 3; North 1/2 of the South 1/2 of Tract 4 and the Southerly 252 feet of the East 485 feet of Tract 7 (excluding the westerly 175') of Block D, Section 22, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

and

The Southerly 50 feet of the South 1/2 of Tract 5 and the North 1/2 of Tract 4, as measured along Old Haw Creek Road, Block D, Section 22, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting the following described properties:

The Northern 426.24 feet of the Eastern 1,021.97 feet of Section 22, Township 12 South, Range 30 East, Flagler County, Florida.

and

A portion of Tract 12, Block C, and Tract 7, Block D, Bunnell Development Company Land of Bunnell, in Section 22, Township 12 South, Range 30 East, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, all lying westerly of Old Haw Creek Road as established, having a 66 foot wide right of way, being more particularly described as follows:

From a point of reference, at the intersection of the north line of Section 22, and the center line of Old Haw Creek Road, bear S01°16'11"E along the said center line of Old Haw Creek Road, for a distance of 3922.68 feet to the Northerly line of Tract 7, Block D; thence S89°50'44"W along the said northerly line, for a distance of 33.00 feet, to the point of beginning of this description; thence continue S89°50'44"W along the northerly line of Tract 7, Block D, and the northerly line of Tract 12, Block C, for a distance of 832.41 feet to the westerly line of Tract 12, Block C; thence S01°44'59"W along the said westerly line, for a distance of 261.14 feet; thence N89°50'44"E to the westerly

right-of-way line of Old Haw Creek Road, for a distance of 846.17 feet; thence N01°16'11"W along the said westerly right-of-way, for a distance of 261.05 feet to the point of beginning of this description.

Parcel 18

All of Block A, lying South and West of the Florida East Coast Railway right-of-way;
and

All of Block B lying South and West of the Florida East Coast Railway, right-of-way;
and

All of Block C;
and

That part of Tracts 1, 2, 3, and 15 lying South and West of the Florida East Coast Railway right-of-Way and all of Tracts 4, 5, 6, 9, 10, 11, 12, 13, and 14 of Block D; All in Section 23, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 19

That part of Tracts 7, 8, and 9 of Block C lying South and West of the Florida East Coast Railway right-of-way in Section 24, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 20

That part of Tracts 6, 11, 12, lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 7, 8, 9, 10, and all of Tracts 16 thru 23 inclusive of Block B; Tracts 1 thru 16 inclusive of Block C; SE 1/4 of SW 1/4, all in Section 25, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 22

All of Block A, except Tract 5; Tracts 1 thru 10 inclusive of Block B; Tracts 1, 2, 3, 4, 6, 7, and 8, S 1/2 of Tract 9 and W 1/2 of S 1/2 of Tract 10, of Block C; Tracts 1, 2, 3, and 7, N 1/2 of Tract 8, Tracts 9 and 10, E 1/2 of Tract 11, and E 1/2 of Tract 12 of Block D; All of Tract 3; North 1/2 of Tract 9; North 1/2 of Tract 10; and Tracts 4, and 6, and the South 1/2 of Tract 8 of Block D, all in Section 27, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 23

Tracts 1 and 2 and Tracts 4 thru 12 inclusive of Block A; That part of Block B lying South and East of State Road 11; All of Blocks C, and D, all in Section 28, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 24

That part of Section 29, Township 12 South, Range 30 East lying South and East of State Road 11, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 26

That part of Blocks 9 and 16 lying South and East of State Road 11, Section 31, Township 12 South, Range 30 East, St. John's Development Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 7, Public Records of Flagler County, Florida.

Parcel 27

That part of Section 32, Township 12 South, Range 30 East lying South and East of State Road 11, St. John's Development Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 7, Public Records of Flagler County, Florida.

Parcel 28

All of Section 33, Township 12 South, Range 30 East. St. John's Development Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 7, Public Records of Flagler County, Florida.

Parcel 29

Tracts 1, 2, and 7, S 1/2 of Tract 8, and all of Tracts 9, 10, 11, and 12, of Block A; All of Blocks B, C, and D; All in Section 34, Township 12 South, Range 30 East.

and

Tracts 3, 4, 5 and 6, of Block A, Section 34, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting the following described properties:

A parcel of land lying in the NE 1/4 of Section 34, Township 12 South, Range 30 East, Tallahassee Meridian, Flagler County, Florida, a portion of Tract 6 and Tract 4, Block A, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, lying East of Old Haw Creek Road (50' Right of Way by Prescription) and being more particularly described as follows:

As a Point of Beginning, from the intersection of the South line of Tract 6, Block A, with the East Right of Way line of Old Haw Creek Road, bear N89°15'45"E along the South line of Tract 6 and Tract 4, Block A, a distance of 625.70 feet; thence bear N01°45'15"W departing said South line of Tract 6 and Tract 4, Block A, a distance of 230.00 feet; thence bear S89°15'45"W, parallel with the South line of Tract 6 and Tract 4, Block A, a distance of 189.39 feet; thence bear N01°45'15"W a distance of 170.01 feet; thence bear S89°15'45"W, a distance of 436.31 feet to the East Right of Way of Old Haw Creek Road; thence bear S01°45'15"E along the East Right of Way of Old Haw Creek Road a distance of 400.00 feet to the South line of Tract 6, Block A and the Point of Beginning.

and

A parcel of land lying in the NE 1/4 of Section 34, Township 12 South, Range 30 East, Tallahassee Meridian, Flagler County, Florida, a portion of Tract 6 and Tract 4, Block A, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, lying East of Old Haw Creek Road (50' Right of Way by Prescription) and being more particularly described as follows:

Commence at the intersection of the South line of Tract 6, Block A, with the East Right of Way of Old Haw Creek Road; thence S89°13'00"E, along the south line of said Tract 6, a distance of 825.54 to the Point of Beginning; thence N00°13'06"W, departing said South line, a distance of 230.08 feet; thence N89°15'22"W, a distance of 189.45 feet; thence N00°14'11"W, a distance of 170.09 feet; thence S89°15'35"E, a distance of 358.40 feet; S00°14'00"E, a distance of 400.32 feet to a point on the South line of said Tract 4, Block A; thence N89°13'00"W, along said South line, a distance of 169.00 feet to the Point of Beginning.

Parcel 30

All of Section 35, Township 12 South, Range 30 East, except Block A and except Tract 9 of Block B and except Tract 8 of Block C, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting the following described properties:

A parcel of land lying in Sections 35 and 36, Township 12 South, Range 30 East, Flagler County, Florida, described according to Survey prepared by Exacta Land Surveyors, Inc., Survey Number 1110.1808, dated 11/19/2011, as follows:

From the Southwest corner of said Section 36, bear N2°11'24"W along the West line of Section 36 a distance of 979.10 feet to a 5/8 inch found Iron Rod on the Northwestern right-of-way boundary of State Road Number 304 as presently located and to the Point of Beginning of this description; thence S41°26'01"W along the said Northwestern right-of-way a distance of 49.92 feet to a 5/8 inch found Iron Rod; thence N28°42'42"W a distance of 524.54 feet; thence N41°34'50"E a distance of 583.73 feet to a 5/8 inch found Iron Rod, crossing over the West line of Section 36 at a distance of 389.04 feet; thence continue S28°46'47"E a distance of 524.61 feet to a 5/8 inch found Iron Rod on the Northwestern right-of-way of State Road Number 304; thence S41°43'45"W along the Northwestern right-of-way a distance of 50.95 feet to a 5/8 inch found Iron Rod; thence S41°24'57"W, a distance of 50.03 feet to a 5/8 inch found Iron Rod located on the Northeast corner of Tract 7C; thence N48°23'07"W a distance of 54.22 feet to a set Iron Rod and Cap (Label Number 7337); thence S88°49'18"W a distance of 260.78 feet to a 5/8 inch found Iron Rod; thence S02°09'10"E a distance of 354.81 feet to the Point of Beginning.

and

A parcel in Section 35, Township 12 South, Range 30 East, Tallahassee Meridian, Flagler County, Florida, more particularly described as follows: That portion of the Southeast Quarter of Section 35, lying Southeasterly of County Road 304.

Parcel 31

All of Block B; Tracts 2, 3, 4, 5, and 6 of Block C; All in Section 36, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting Block B, Tracts 16, 17, 18, the E 1/2 of Tract 26, all of Tract 27 of Section 36, Township 12 South, Range 30 East.

And excepting the following described property:

A parcel of land lying in Sections 35 and 36, Township 12 South, Range 30 East, Flagler County, Florida, described according to Survey prepared by Exacta Land Surveyors, Inc., Survey Number 1110.1808, dated 11/19/2011, as follows:

From the Southwest corner of said Section 36, bear N2°11'24"W along the West line of Section 36 a distance of 979.10 feet to a 5/8 inch found Iron Rod on the Northwestern right-of-way boundary of State Road Number 304 as presently located and to the Point of Beginning of this description; thence S41°26'01"W along the said Northwestern right-of-way a distance of 49.92 feet to a 5/8 inch found Iron Rod; thence N28°42'42"W a distance of 524.54 feet; thence N41°34'50"E a distance of 583.73 feet to a 5/8 inch found Iron Rod, crossing over the West line of Section 36 at a distance of 389.04 feet; thence continue S28°46'47"E a distance of 524.61 feet to a 5/8 inch found Iron Rod on the Northwestern right-of-way of State Road Number 304; thence S41°43'45"W along the Northwestern right-of-way a distance of 50.95 feet to a 5/8 inch found Iron Rod; thence S41°24'57"W, a distance of 50.03 feet to a 5/8 inch found Iron Rod located on the Northeast corner of Tract 7C, thence N48°23'07"W a distance of 54.22 feet to a set Iron Rod and Cap (Label Number 7337); thence S88°49'18"W a distance of 260.78 feet to a 5/8 inch found Iron Rod; thence S02°09'10"E a distance of 354.81 feet to the Point of Beginning.

Parcel 32a

All of Block B except Tract 5; Tract 5 of Block C; All in Section 2, Township 13 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 32

All of Section 3, Township 13 South, Range 30 East, except the N 1/2 of Tract 4 and all of Tract 5 of Block D; and also excepting one acre square in the Northeast corner of the Section as described in Deed Book 26, Page 502 of the Flagler County Records (Malphurs property), Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Excepting the following described properties:

A parcel of land lying in the Southeast 1/4 of Section 3, Township 13 South, Range 30 East, Flagler County, Tallahassee Meridian, also being a portion of Block D, Tract 11 of the Bunnell Development Company Land of Bunnell of said Section 3, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, being more particularly described as follows:

As a Point of Reference, from the Southeast corner of Section 3, Township 13 South, Range 30 East, bear N02°26'30"W along the east line of Section 3 a distance of 704.06 feet to the northwesterly right-of-way of County Road 304 and the Point of Beginning of this description; thence departing the east line of Section 3, bear S41°36'27"W, along the northwesterly right-of-way line, a distance of 200.00 feet; thence bear N48°23'33"W, leaving the right-of-way line, a distance of 484.76 feet; thence N41°36'27"E, a distance of 701.12 feet to the east line of Section 3; thence S02°26'30"E along the east line of Section 3, a distance of 597.21 feet to the northwesterly right-of-way line of County Road 304 (125' Right-of-Way) and the Point of Beginning of this description.

and

A parcel of land lying in the Southeast 1/4 of Section 3, Township 13 South, Range 30 East, Flagler County, Tallahassee Meridian, also being a portion of Block D, Tract 11 of the Bunnell Development Company Land of Bunnell of said Section 3, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, being more particularly described as follows:

As a Point of Beginning, from the Southeast corner of Section 3, Township 13 South, Range 30 East, bear N02°26'30"W along the east line of Section 3 a distance of 524.29 feet to the southeasterly right-of-way of County Road 304; thence departing the east line of Section 3, bear S41°36'27"W, along the southeasterly right-of-way line of County Road 304, a distance of 659.87 feet to the south line of Section 3, thence bear S86°45'07"E, leaving the right-of-way line along the south line of Section 3, a distance of 464.42 feet to the Southeast corner of Section 3, Township 13 South, Range 30 East and the Point of Beginning of this description.

and

A parcel of land lying in Section 3, Township 13 South, Range 30 East, Tallahassee Meridian, Flagler County, Florida, being a part of Block D, Tract 1 and Tract 12, Bunnell Development Company Land of Bunnell of Section 3,

according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida; being more particularly described as follows:

As a Point of Reference, from the intersection of the East line of Section 3, with the northerly Right-of-Way of County Road 304, formerly being State Road 304; thence bear N02°26'30"W along the East line of Section 3 a distance of 697.21 feet to the Point of Beginning; thence S41°36'27"W departing said East line a distance of 701.12 feet; thence N48°23'33"W a distance of 262.00 feet; thence N41°36'27"E a distance of 971.96 feet to the East line of Section 3; thence S02°26'30"E along the East line of Section 3 a distance of 376.66 feet to the Point of Beginning.

Parcel 33

All of Section 4, Township 13 South, Range 30 East, Flagler County, Florida.

Parcel 34

All of Section 5, Township 13 South, Range 30 East, Flagler County, Florida.

Parcel 35

That part of the N 1/2 and the N 1/2 of the S 1/2 of Section 6, Township 13 South, Range 30 East, Flagler County, Florida, lying South and East of State Road 11.

Parcel 36

All of Section 9, Township 13 South, Range 30 East, except Tract 2 of Block A, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 37

The NW 1/4 and that part of the SW 1/4 lying North and West of the old right-of-way of the Dupont and Florida Central Railroad in Section 10, Township 13 South, Range 30 East, Flagler County, Florida.

Parcel 45

The SE 1/4 of the SE 1/4 of Section 15, Township 12 South, Range 30 East, except Lots 1, 2, 13, and 14 of Block 1, and the West 1/2 of Blocks 3, 5, 7 and 9 of Bunnell Homesites Subdivision, as recorded in Plat Book 3, Page 18, Public Records of Flagler County, Florida.

Parcel also described as Lots 15, 16, and 24 of Block 1, of the vacated Bunnell Homesites Subdivision (a vacated subdivision of the SE 1/4 of Section 15, Township 12 South, Range 30 East, as recorded in Plat Book 3, Page 18, Public Records of Flagler County, Florida.)

Parcel 51

Tract 10 of Block C, Section 32, Township 12 South, Range 31 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 52

The South 1/5 of the South 1/2 of the West 1/2 of Tract 4, Block D, Section 17, Township 12 South, Range 31 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Parcel 53

A part of the Dupont Railroad right-of-way lying in Sections 2 and 3, Township 13 South, Range 30 East, ALSO lying in Sections 35 and 36, Township 12 South, Range 30 East. More particularly described in DB 21 PG 416-417:

In Section Thirty-six (36), Township Twelve (12) South, Range Thirty (30) East, Flagler County, Florida, according to the Dunnings survey containing Town Plat of DuPont recorded in Plat Book 2, Page 16, Public Records of St. Johns County, Florida. Also strip of land 100 feet wide 50 feet each side of the center line of the former railway of DuPont Holding Company, across Section 36, as shown by map attached to deed from Bunnell Development Company to DuPont Railway & Land Company, August 23, 1913, and recorded in Deed Book 28, Page 520, Public Records of St. Johns County, Florida. Less road right-of-way for Highway 304.

In Section Three (3), Township Thirteen (13) South, Range Thirty (30) East, Flagler County, Florida. Strip of land 100 feet wide 50 feet each side of the center line of the former railway of DuPont Holding Company operated and located across Section 3, more fully described in map attached to deed from Bunnell Development Company to

DuPont Railway & Land Company, August 23, 1913, and recorded in Deed Book 65, Page 58, of the Public Records of Volusia County, Florida. Less road right-of-way for Highway 304.

In Section Two (2), Township Thirteen (13) South, Range Thirty (30) East, Flagler County, Florida. Strip of land 100 feet wide 50 feet each side of the center line of the former railway of DuPont Holding Company and located across Section 2 described in the agreement dated August 23, 1913, between J.F. Lambert and I.I. Moody, their wives, Joining with DuPont Railway & Land Company, recorded in Deed Book 65, Page 60, public records of Volusia County, Florida. Less road right-of-way for Highway 304.

In Section Thirty-five (35), Township Twelve (12) South, of Range Thirty (30) East, Flagler County, Florida. Strip of land 100 feet wide lying 50 feet on each side of the center line of the railway of the DuPont Holding Company then operated and located on and across the Southeast corner of said Section 35 described in maps attached to the deed from Bunnell Development Company to DuPont Railway & Land Company dated August 23, 1913 recorded in Deed Book 28, Page 518 of the Public Records of St. John's County, Florida. Less road right-of-way for Highway 304.

Lot five (5) in Block A, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, all in In Section Thirty-six (36), Township Twelve (12) South, Range Thirty (30) East, Flagler County, Florida.

Unofficial Copy

ARK
Parcel List

PropID	Map ID	Parcel ID	Owner	Acreage	Current FLU/Zoning	Proposed FLU	Proposed Zoning	Current Use
12122	18C	23-12-30-0650-000D0-0040	Brown, Johnston, JOLY, Thibodaux, Chat-A-Who-Che	118	AG&S	Industrial	L2	Vacant/Timberland
12127	19	24-12-30-0650-000C0-0070	Brown, Johnston, JOLY, Thibodaux, Chat-A-Who-Che	9	AG&S	Industrial	L2	Vacant/Timberland
12187	21	26-12-30-0650-00000-0000	Brown, Johnston, JOLY, Thibodaux	640	AG&S	Industrial	L1/L2	Vacant/Timberland
12135	20A	25-12-30-0650-000B0-0070	Brown, Johnston, JOLY, Thibodaux, Chat-A-Who-Che	72	AG&S	Industrial	L2	Vacant/Timberland
12137	20B	25-12-30-0650-000C0-0010	Brown, Johnston, JOLY, Thibodaux, Chat-A-Who-Che	120	AG&S	Industrial	L2	Vacant/Timberland
12248	30A	35-12-30-0650-000A0-0000	Brown, Johnston, JOLY, Thibodaux	160	AG&S	Industrial	L1	Vacant/Timberland
12249	30B	35-12-30-0650-000B0-0010	Brown, Johnston, JOLY, Thibodaux, Chat-A-Who-Che	140	AG&S	Industrial	L1	Vacant/Timberland
			TOTAL L1 AND L2 ZONING	1259				