

Prepared by and return to:
Michael H. Harrell
Abstract and Title Services, Inc.
283 Northwest Cole Terrace
Suite B
Lake City, FL 32055
7-20154

Inst: 202412009036 Date: 05/01/2024 Time: 11:28AM
Page 1 of 3 B: 1513 P: 1601, James M Swisher Jr, Clerk of Court
Columbia, County, By: VC 
Deputy Clerk Doc Stamp-Deed: 798.00

Warranty Deed

This Warranty Deed is executed this 30th day of April, 2024 by LAKE CITY PROPERTY DEVELOPERS LLC, a Florida Limited Liability Company, whose address is 291 NW Main Blvd, Lake City, FL 32055 and Brandon R. Stalvey whose address is 894 Southeast Gabe Street, Lake City, FL 32025, hereinafter called the grantor, to Happy Land Development LLC, a Florida Limited Liability Company, whose address is 14260 West Newberry Road, 368, Newberry, FL 32669, hereinafter called the grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

Witnesseth, that said Grantor, for and in consideration of the sum of *TEN 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 heirs and assigns forever, the following described land situated, lying and being in Columbia County, Florida, to-wit:

See Exhibit "A" Attached Hereto and by this Reference Made a Part Hereof.

The above described property is not, nor has it ever been the Homestead of the Grantors.

Together With all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject To taxes for the current tax year and subsequent years, not yet due and payable; covenants, restrictions, reservations, and limitations of record, if any.

To Have and To Hold, the same in fee simple forever.

~~And 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.~~

Chicago Title Insurance Company
TITLE SEARCH REPORT
Schedule A

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: April 02, 2024 at 5:00 PM

2. Policy or Policies to be issued:

A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: Happy Land Development LLC
Proposed Amount of Insurance: \$114,000.00
The estate or interest to be insured: Fee Simple

3. The estate or interest in the land described or referred to in this report is:

Fee Simple

4. Last grantee of record for the period searched:

Brandon R. Stalvey and Lake City Property Developers, LLC, a Florida Limited Liability Company and, as disclosed in the Public Records, has been since May 19, 2023.

5. The land is described as follows:

See attached Exhibit "A"

TITLE SEARCH REPORT
Schedule B Section 1
Requirements

The following are the requirements to be complied with:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

A. Warranty Deed from Brandon R. Stalvey to Happy Land Development LLC.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

B. Duly executed Warranty Deed from Lake City Property Developers, LLC, a Florida Limited Liability Company, Grantor, to Happy Land Development LLC, Grantee, conveying the land described on Exhibit A hereof.

The Company will require the following as to Lake City Property Developers, LLC, a Florida Limited Liability Company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
- iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Proof of payment of any outstanding assessments in favor of Columbia County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Columbia County, Florida, any special taxing district and any municipality.

TITLE SEARCH REPORT
REQUIREMENTS continued

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.
8. Unimproved land and other property with an absentee owner poses an elevated risk of fraud. The title agent must use due diligence to verify the identity of the seller(s). Please see Florida Underwriting Bulletin 2021-09, a copy of which is available at fnfflorida.com, for guidelines.
9. Proof satisfactory to the Company must be furnished showing proof of the legal existence of Happy Land Development LLC.

NOTE: 2023 Real Property Taxes in the gross amount of \$209.50 are paid. Homestead Exemption: No. Tax I.D. 15-4S-16-02994-004 (as to Parcel 1)

NOTE: 2023 Real Property Taxes in the gross amount of \$167.31 are paid. Homestead Exemption: No. Tax I.D. 15-4S-16-02994-005 (as to Parcel 2)

NOTE: 2023 Real Property Taxes in the gross amount of \$150.65 are paid. Homestead Exemption: No. Tax I.D. 15-4S-16-02994-006 (as to Parcel 3)

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Official Records Book 1264, Page 371 and Official Records Book 1490, Page 2707

NOTE: Starting January 1, 2024, section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

NOTE: Effective July 1, 2023, the Conveyances to Foreign Entities Act in sections 692.201 – 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

TITLE SEARCH REPORT
Schedule B Section 2
Exceptions

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Columbia County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes Section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 6420 Southpoint Parkway, Suite 100, Jacksonville, FL 32216; Telephone 904-633-9494.

Searched by: Weidus Shouse

TITLE SEARCH REPORT
EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

Commence at the Northwest corner of the NW 1/4 of the SW 1/4, Section 15, Township 4 South, Range 16 East, and run thence South 1 deg. 22 min. East, along the West line of said NW 1/4 of SW 1/4, 567.00 feet, thence North 89 deg. 41 min. 36 sec. East, 25.01 feet, to the East right-of-way line of a county maintained road and to the Point of Beginning, thence continue North 89 deg. 41 min. 36 sec. East, 201.14 feet, thence South 18 deg. 08 min. 58 sec. West, 602.00 feet, to the Point of Intersection of said East right-of-way line with the Northwesterly right-of-way line of State Road No. S-247, thence North 1 deg. 22 min. West, along said East right-of-way line, 571.24 feet to the Point of Beginning.

Parcel 2:

Commence at the Northwest corner of the NW 1/4 of SW 1/4, Section 15, Township 4 South, Range 16 East, and run thence North 89 deg. 41 min. 36 sec. East, along the North line of said NW 1/4 of SW 1/4, 426.73 feet, thence South 18 deg. 08 min. 58 sec. West, 700.31 feet to the Point of Beginning, thence South 48 deg. 29 min. 48 sec. East, 198.57 feet to the Northwesterly right-of-way line of State Road No. S-247, thence South 41 deg. 30 min. West, 459.94 feet, thence North 18 deg. 08 min. 58 sec. East, 500.99 feet to the Point of Beginning.

Parcel 3:

Commence at the Northwest corner of the NW 1/4 of SW 1/4, Section 15, Township 4 South, Range 16 East, and run thence North 89 deg. 41 min. 36 sec. East along the North line of said NW 1/4 of SW 1/4, 426.73 feet; thence South 18 deg. 08 min. 58 sec. West, 482.47 feet to the Point of Beginning; thence South 48 deg. 29 min. 48 sec. East, 284.91 feet to the Northwesterly right-of-way line of State Road No. S-247; thence South 41 deg. 30 min. West, along said Northwesterly right-of-way line, 200.00 feet; thence North 48 deg. 29 min. 48 sec. West, 198.57 feet; thence North 18 deg. 08 min. 58 sec. East, 217.84 feet to the Point of Beginning.