

WARRANTY

KNOW ALL MEN BY THESE PRESENTS, that DFC Summers Walk, LLC, a Florida limited liability company, hereinafter referred to as "Owner", is held and firmly bound unto the Town of Shallotte, a governmental entity existing under the laws of the State of North Carolina as set forth herein. The Owner binds themselves, their heirs, executors, administrators, successors and assigns jointly and severally to the Town of Shallotte as set forth herein.

WHEREAS, DFC Summers Walk, LLC, the Owner, has lawfully developed and constructed a development in Town of Shallotte, North Carolina, known and identified as Summers Walk Phase 2, and in connection therewith, has constructed certain wastewater lines, equipment, and facilities in Summers Walk Phase 2, and has dedicated those facilities to the Town of Shallotte for public use and maintenance, and desires and has requested the Town of Shallotte to accept said facilities.

NOW, THEREFORE, in consideration of the acceptance of said facilities by Town, Owner agrees to convey to the Town of Shallotte fee simple title to said facilities, and warrants that said facilities are constructed in a good and workmanlike manner in compliance with all plans and specifications approved by Town and are free from defects in materials and workmanship and shall remain in said condition, less normal wear and tear, for a period of one (1) year from the date of action by Town of Shallotte Board of Aldermen accepting said facilities. Should said facilities, or any portion thereof, require repair or replacement within one (1) year from date of acceptance of said facilities for failure of workmanship, materials or any other defects, specifically including damages resulting from any construction related activities including utility construction or building construction performed by other parties who purchased land, Owner shall make all necessary repairs or shall be liable to the Town of Shallotte for the costs to repair and replace said facilities to their original condition., the Developer shall make the necessary repairs or shall be liable to Town of Shallotte in the amount of the full and just sum herein stated above for costs to repair and replace said facilities to a first-class condition.

SIGNED, SEALED, AND DATED this 4 day of March, 2026.

WITNESS:

Geaster Buckner
Witness Print Name

[Signature]
Witness Signature

OWNER:

DFC Summers Walk, LLC

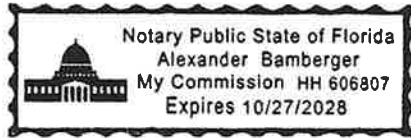
By: [Signature]
Nick Carlson VP
Printed Name and Title

STATE OF Florida

COUNTY OF St. Johns

I, Alexander Bamberger, a Notary Public in and for the State and County aforesaid, do hereby certify that Nick Carlson, as Vice President of **DFC Summers Walk, LLC**, a Florida limited liability company personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein set forth and in the capacity indicated.

Witness my hand and notarial seal, this is the 4 day of March, 2026.



Signature of Notary Public

Alexander Bamberger

Notary's printed or typed name

My commission expires: 10/27/28