

This Instrument Prepared By:

Carly J. Gaines  
Cherry Petersen Landry Albert LLP  
8350 N. Central Expressway, Suite 1500  
Dallas, Texas 75206

Return to:

Juguehy, LLC  
229 Celebration Blvd.  
Celebration, Florida 34747  
Attn: Eve Biaggi

Parcel ID Number: 06257-000-000

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**SPECIAL WARRANTY DEED**

THIS INDENTURE, made effective as of July 22, 2021 between **FRC NORTH TYNDALL PARKWAY, LLC**, a Florida limited liability company (hereinafter called "**Grantor**"), whose address is 2311 Cedar Springs Road, Suite 300, Dallas, Texas 75201, and **JUGUEHY, LLC**, a Florida limited liability company, whose address is 229 Celebration Blvd, Celebration, Florida 34747 ("**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which are acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, the real property in Bay County, Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "**Land**"), together with all right, title and interest of Grantor, if any, in (i) all improvements and fixtures on the Land, (ii) all adjacent and/or contiguous streets, roads, avenues, alleys, and rights of way, (iii) all easements, rights of ingress and egress, rights of way, and covenants appurtenant to the Land, and (iv) all permits, approvals, licenses, rights, and authorizations and exemptions of any kind from governmental authorities related to the ownership, maintenance, use, development or operation of the Land or any improvements thereon (the Land together with such rights, titles, being collectively called the "**Property**"), subject to, however, to all items set forth on Exhibit B attached hereto, to the extent same are valid and affect the Property (such matters being referred to herein as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions; and, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

**IT IS UNDERSTOOD AND AGREED THAT EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, DATED APRIL 6, 2021, BETWEEN GRANTOR AND GRANTEE (THE "PURCHASE AGREEMENT"), WITH RESPECT TO THE SALE AND**

**PURCHASE OF THE PROPERTY, (A) THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED AND ACCEPTED BY GRANTEE ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY GRANTOR, OR ANYONE ACTING ON BEHALF OF GRANTOR INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN PURCHASING THE PROPERTY ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS” BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE DEED AND AS MAY BE SET FORTH IN THE PURCHASE AGREEMENT; AND (D) GRANTEE HEREBY ASSUMES THE RISK THAT DEFECTS AND OTHER ADVERSE CONDITIONS MAY EXIST ON THE PROPERTY AND RELEASES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO.**

Real property ad valorem taxes and assessments having been prorated to the date hereof, Grantee hereby assumes and agrees to pay when due all such ad valorem property taxes and assessments for the year 2021 and subsequent years.

*[Signatures on following pages.]*

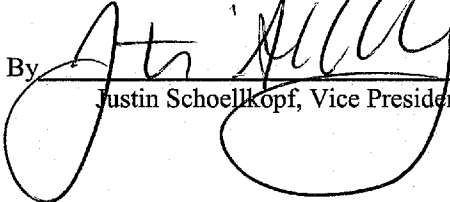
IN WITNESS WHEREOF, Grantor have signed and sealed these presents or caused these presents to be executed in their respective names by their proper officers thereto duly authorized, the day and year first above written.

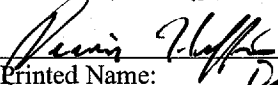
Signed, sealed and delivered in our presence:

**GRANTOR:**

**FRC NORTH TYNDALL PARKWAY,  
LLC, a Florida limited liability company**

  
Printed Name: KEITH HERMES

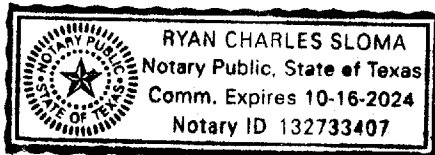
By   
Justin Schoellkopf, Vice President


  
Printed Name: Dawn Hollines

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 21 day of July, 2021, by Justin Schoellkopf, as Vice President of FRC NORTH TYNDALL PARKWAY, LLC, on behalf of said limited liability company. He  is personally known to me or [ ] has produced \_\_\_\_\_ as identification.



  
Notary Public in and for the State of Texas

RYAN SLOMA  
Printed Name

My Commission Expires: 10-16-24

**EXHIBIT "A"**

Parcel A:

Beginning at the Northeast corner of Lot 24, according to St. Andrews Bay Development Company Subdivision of Section 7, Township 4 South, Range 13 West, Bay County, Florida; thence S00°48'48"W along the East line of said Lot 24, a distance of 323.23 feet to the South Line of said Lot 24; thence N88°54'36"W along said South Line, a distance of 618.08 feet to the East R/W Line of Tyndall Parkway; thence N00°13'43"E along said East R/W Line, a distance of 261.89 feet to a point 66 feet South of the North line of said Lot 24; thence S88°28'29"E parallel with said North line, a distance of 420.79 feet; thence N00°48'48"E, 66 feet to the North line of said Lot 24; thence S88°28'29"E along said North line, a distance of 200 feet to the Point of Beginning.

LESS AND EXCEPT:

The Easterly 18.7 feet of said Lot 24, St. Andrews Bay Development Company Subdivision of Section 7, Township 4 South, Range 13 West, Bay County, Florida.

ALSO LESS AND RESERVING the East 18 1/2 feet.

ALSO LESS AND EXCEPT:

That portion of the above described land conveyed to the State of Florida in Official Records Book 349, Page 722, being more particularly described as:

Commence on the North line of Section 7, Township 4 South, Range 13 West at a point 10.75 feet East of the Northwest corner of said Section 7; thence run South 0°46'32" West 822.14 feet; thence South 89°13'28" East 50 feet to the Point of Beginning; thence continue South 89°13'28" East 20 feet; thence South 0°46'32" West 20 feet; thence North 89°13'28" West 20 feet; thence North 0°46'32" East 20 feet to the Point of Beginning.

AND

Parcel B:

TOGETHER WITH AND SUBJECT TO a non-exclusive easement for ingress and egress as defined and described in that certain Mutual Access Easement Agreement between FRC North Tyndall Parkway, LLC, a Florida limited liability company and Storage for Stuff, LLC, a Florida limited liability company recorded in Official Records Book 4311, Page 1391, of the Public Records of Bay County, Florida.

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

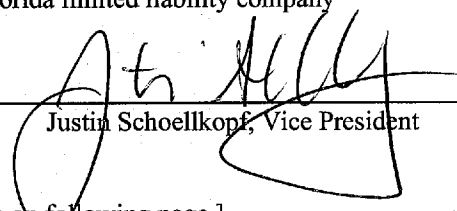
1. Standby fees, taxes and assessments by any taxing authority for the year 2021, and subsequent years.
2. Rights of Panhandle Restaurant Group Inc., a Florida corporation, pursuant to that certain lease dated October 15, 2020 (as amended and/or assigned).
3. Permanent Utility Easement to the City of Callaway, recorded in Official Records Book 1761, Page 1659, and Corrective Permanent Utility Easement, recorded in Official Records Book 1768, Page 1456.
4. Consent to Pave Easement, Grant of Right-of-Way for Ingress and Egress, recorded in Official Records Book 1892, Page 623.
5. Underground Distribution Easement to Gulf Power Company recorded in Official Records Book 1963, Page 1468.
6. Mutual Access Easement Agreement, recorded in Official Records Book 4311, Page 1391.
7. Notice of Lien Prohibition Under Section 713.10, Florida Statutes filed October 16, 2020 in Official Records Book 4311, Page 1654.

Executed as of the date set forth above.

**ASSIGNOR:**

**FRC NORTH TYNDALL PARKWAY, LLC,**  
a Florida limited liability company

By:

A handwritten signature in black ink, appearing to read "Justin Schoellkopf", written over a horizontal line.

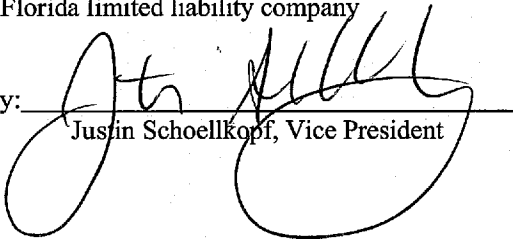
Justin Schoellkopf, Vice President

[Signatures continue on following page.]

**SELLER:**

**FRC NORTH TYNDALL PARKWAY, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_



Justin Schoellkopf, Vice President