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KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2201869

THIS DOCUMENT PREPARED BY:

Vinson & Elkins LLP  
2001 Ross Avenue, Suite 3700  
Dallas, Texas 75201  
Attn: Courtney Hammond

Doc Stamp-Deed: \$22,092.00

WHEN RECORDED, RETURN TO:

Stewart Title Guaranty Company  
1980 Post Oak Blvd., Suite 610  
Houston, Texas 77056  
Attn: Jackie Furash

Parcel ID Number: 2025130099

SPECIAL WARRANTY DEED

STATE OF FLORIDA

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SARASOTA

§

Effective as of January 23, 2018 (the "Effective Date"), SUNOCO RETAIL LLC, a Pennsylvania limited liability company ("Grantor"), whose mailing address is 8111 Westchester, Dallas, TX 75225 Attn: Real Estate Administration, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, CONVEYED, REMISED, RELEASED and TRANSFERRED and by these presents does GRANT, BARGAIN, SELL, CONVEY, REMISE, RELEASE and TRANSFER unto 7-ELEVEN, INC., a Texas corporation, whose mailing address is P.O. Box 711, Dallas, TX 75221-0711 Attn: Ad Valorem Tax, 7-Eleven Store #: 40347 ("Grantee"), the tract or parcel of land in Sarasota County, Florida, described in Exhibit A and all buildings and improvements located thereon, together with all of Grantor's rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all easements, rights of ingress and egress, tenements, adjacent streets, roads, alleys, rights of way and any adjacent strips and gores (such land, improvements and interests are hereinafter collectively referred to as the "Property").

Recourse against Grantor with respect to the representations, warranties and covenants of Grantor hereunder is subject to the conditions, provisions and limitations set forth in that certain Asset Purchase Agreement (said Asset Purchase Agreement, as further amended, modified or supplemented, is hereafter referred to as the "Purchase Agreement") dated as of April 6, 2017, by and among Susser Petroleum Property Company LLC, a Delaware limited liability company, Sunoco Retail LLC, a Pennsylvania limited liability company, Stripes LLC, a Texas limited liability company, Town & Country Food Stores, Inc., a Texas corporation, and MACS Retail LLC, a Virginia limited liability company, as sellers, 7-Eleven, Inc., a Texas corporation ("7-Eleven") and SEI Fuel Services, Inc., a Texas corporation and wholly-owned subsidiary of 7-Eleven, as buyers, and, solely for the purposes of Section 5.21 of the Purchase Agreement, Sunoco Finance Corp., a Delaware corporation, and, solely for the purposes of Section 11.21 of the Purchase Agreement, Sunoco, LLC, a Delaware limited liability company, and solely

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for the purposes of Section 5.21 and Section 11.21 of the Purchase Agreement, Sunoco LP, a Delaware limited partnership, which Purchase Agreement shall remain in full force and effect to the full extent provided by the Purchase Agreement. Any capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations and covenants now of record in the real property records of the county in which the Property is located and further subject to all matters that a current, accurate ALTA survey of the Property would show, in each case, to the extent, and only to the extent, such matters are now in force, valid, and affect title to the Property (but reference to same shall not operate to re-impose same) (hereinafter referred to collectively as the "Permitted Exceptions"); provided, however, the foregoing acceptance by Grantee shall not (a) impact the rights and remedies of Grantee (or any Buyer), if any, under the Purchase Agreement or (b) expand or alter any provision of the Purchase Agreement relating to the assumption of any liability by Grantee or any Buyer.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof or interest therein by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

This Special Warranty Deed is executed on the date set forth in the acknowledgment below, but is made effective as of the Effective Date.

EXECUTED to be effective as of the Effective Date.

Signed, sealed and delivered in our presence:

**SUNOCO RETAIL LLC**, a Pennsylvania limited liability company

Beverley Mack  
Witness Name: Beverley Mack

By: [Signature]  
Name: Robert Bradley Williams  
Title: Vice President

[Signature]  
Witness Name: Blake Overall

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

The foregoing Special Warranty Deed was sworn to and subscribed before me this 16 day of January, 2018, by Robert Bradley Williams, in his capacity as Vice President of SUNOCO RETAIL LLC, a Pennsylvania limited liability company, on behalf of said limited liability company, and he is personally known to me or has produced a valid State of Texas driver's license as identification.

[Notary Seal]

Beverley Mack  
Beverley Mack  
Notary Public, State of Texas  
My Commission Expires: February 6, 2021



**EXHIBIT A**

**Description of the Property**

[Follows this page.]

Exhibit A - I

Special Warranty Deed  
7-Eleven Store #: 40347; Ardmore Site #: 393

Site 40347/393

Parcel 1:

Lots 12, 13, 15 and 16, of Block 6, BOULEVARD ADDITION to the CITY OF SARASOTA, as per Plat thereof recorded in Plat Book 1, Page 212, of the Public Records of Manatee County, Florida and Plat Book A, Page 31, of the Public Records of Sarasota County, Florida.

ALSO

A portion of Lot 14 of Block 6 of BOULEVARD ADDITION to the CITY OF SARASOTA, Florida, lying in Section 18, Township 36 South, Range 18 East, according to a plat appearing of record in Plat Book 1, Page 56 of the Public Records of Sarasota County, Florida said portion of said Lot 14 being designated by metes and bounds as follows: Commence 2 feet North of the SE corner of said Lot 14; run thence North along the East line of said Lot 14 to the NE corner of said Lot; thence West along the North line of said Lot 14, to the NW corner of said Lot; thence South along the West line of said Lot 14, a distance of 16.5 feet to a point; thence following a curve appearing upon said plat in the form of a dotted line from the last point mentioned to the Point of Beginning, said dotted line being parallel to the present railroad tracks of the City Terminal Spur and 21 feet therefrom at all points. A survey or plat of this tract being recorded in Plat Book 1, Page 56, of the Public Records of Sarasota County, Florida.

LESS that part of the above-described property lying within 40 feet each side of the survey line of State Road 45, Section 1702 deeded for use of State Road Department of Florida and recorded in Deed Book 367, Page 263, Public Records of Sarasota County, Florida.

AND

LESS AND EXCEPT that parcel conveyed by Sunoco, Inc. (R&M), a Pennsylvania corporation, to the State of Florida Department of Transportation by Warranty Deed dated January 25, 2016, and recorded January 28, 2016 in Official Records Instrument 2016010151, of the Public Records of Sarasota County, Florida, more particularly described as follows:

That portion of Lot 14, Block 6, Survey of Lot 14, Block 6, Boulevard Addition, a subdivision in Section 18, Township 36 South, Range 18 East, as per plat thereof recorded in Plat Book 1, Page 56, Public Records of Sarasota County, Florida. Being described as follows:

Commence at the southwest corner of said Section 18, also being the southeast corner of Section 13, Township 36 South, Range 17 East; thence along the south line of said Section 13, North  $89^{\circ}54'01''$  West, a distance of 0.28 feet to the survey base line of State Road 45 (US 41); thence along said survey base line North  $00^{\circ}09'08''$  East a distance of 51.10 feet; thence South  $89^{\circ}50'52''$  East a distance of 40.00 feet to an intersection with the east existing right of way line of said State Road 45 [per Section 1702-110(204)] and the north existing right of way line of 10th Street (per said plat), also known as Prosperity Avenue (per Boulevard Addition to Sarasota, FLA., as per plat thereof recorded in Plat Book A, Page 31, Public Records of Sarasota County, Florida) for a POINT OF BEGINNING; thence along said east existing right of way line

North 00°09'08" East a distance of 17.70 feet to the beginning of a curve having a radius of 94.00 feet; thence along the arc of said curve to the left a distance of 33.72 feet through a central angle of 20°33'20" with a chord bearing South 50°32'44" East to said north existing right of way and the end of said curve and to the beginning of a curve having a radius of 636.15 feet; thence along said north existing right of way line the arc of said curve to the left a distance of 26.20 feet through a central angle of 02°21'35" with a chord bearing North 82°03'41" West to the end of said curve and to the POINT OF BEGINNING.

LESS AND EXCEPTING those parcels conveyed by Emro Marketing Company to the City of Sarasota by Warranty Deed dated August 4, 1987 known as parcels TE-001, TE-002 and TE-003 as recorded in Official Records Book 1983, Page 2680, of the Public Records of Sarasota County, Florida.

Parcel 2:

Lots 10 and 11, Block 6, BOULEVARD ADDITION TO SARASOTA, as per Plat thereof recorded in Plat Book 1, Page 212 of the Public Records of Manatee County, Florida, and Plat Book "A", Page 31 of the Public Records of Sarasota County, Florida.

LESS AND EXCEPTING THEREFROM that parcel conveyed by Speedway SuperAmerica LLC, a Delaware limited liability company, successor by merger to Emro Marketing Company to the City of Sarasota by General Warranty Deed dated January 27, 1998, recorded February 23, 1998 in Official Records Book 3070, Page 2266, of the Public Records of Sarasota County, Florida, as corrected in Official Records Instrument 2003127547, of the Public Records of Sarasota County, Florida, more particularly described as follows: Commence at the intersection of the West boundary of Lot 13, Block 6, of Boulevard Addition to the City of Sarasota, as recorded in Plat Book 1, Page 212, of the Public Records of Manatee County, Florida and Plat Book A, Page 31, of the Public Records of Sarasota County, Florida, and the north right-of-way line of 10th Street; thence North 00° 05' 11" West along the West boundary of Lots 11, 12 and 13 of said Block 6, a distance of 144.02 feet to the Northwest corner of Lot 11 of said Block 6; said point being the POINT OF BEGINNING; thence continue North 00° 05' 11" West along the West boundary of Lot 13 of said Block 6, a distance of 49.99 feet; thence departing said West boundary South 48° 54' 12" East, a distance of 39.91 feet; thence North 89° 49' 29" East, a distance of 100.02 feet; thence North 54° 15' 32" East, a distance of 27.62 feet to a point along the West right-of-way line of Oregon Court; thence South 00° 03' 49" West along said West right-of-way line, a distance of 49.50 feet; thence departing said West right-of-way line North 58° 08' 42" West, a distance of 25.31 feet; thence South 89° 49' 29" West, a distance of 124.70 feet; thence South 59° 17' 13" West, a distance of 7.20 feet to the POINT OF BEGINNING.

TOGETHER WITH the portion of that certain 16 foot wide alley which was described in and vacated pursuant to Ordinance No. 98-4040 recorded in Official Records Book 3092, page 1676, of the Public Records of Sarasota County, Florida.