R $61.00
$30,870.00
DS:

Prepared by:

Whitney Cherry Johnson
Wells Fargo Legal Department
301 South College Street, 30th Floor
Charlotte, NC 28202
MAC D1053-300

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CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
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Doc Stamp-Deed: $30,870.00

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RETURN TO: SHUMAKER, LOOP & KENDRICK, LLP TYCE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective this 4th day of March 2021, (the "Effective Date"), by and between **WELLS FARGO BANK, N.A.**, a national banking association ("Grantor"), successor by merger to WACHOVIA BANK, N.A., F/K/A FIRST UNION NATIONAL BANK OF FLORIDA, whose address is Attn: Property Admin. (BE #140865), MAC D1116-L10 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, to **ABC SUB2, LLC**, a Florida limited liability company ("Grantee"), whose address is P.O. Box 25334, Sarasota, Florida 34277 (the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH, for and in consideration of the sum of TEN and No/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby GRANTS, BARGAINS, SELLS, ALIENS, REMISES, RELEASES, CONVEYS and CONFIRMS unto Grantee, subject to the matters set out below, that certain tract or parcel of land in Sarasota County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto (such land and interests are hereinafter collectively referred to as the "Property").

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 said 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, other than the following exceptions:

1. "**Affiliated Entity**" means any entity that controls, is controlled by, or is under common control with Grantor, including successors by merger, acquisition, or otherwise. "**Financial Services Business**" means accepting deposits; originating loans; cashing checks; providing automated teller machine services; offering trust services; selling stocks, bonds, or mutual funds; or providing investment advice. No entity or person (including any commercial bank, national bank, state chartered bank, branch bank, savings and loan, credit union, investment firm brokerage house, or mortgage loan office) other than Grantor or an Affiliated Entity may conduct a Financial Services Business from the Property (the "**Financial Use Restriction**"). In addition, Grantee shall not permit, allow, or install at the Property any type of signage, whether pylon, monument, plaque, or otherwise, and whether or not interior or exterior, that includes the name or logo of any Financial Services Business other than Grantor (the "**Signage Restriction**"). The Financial Use Restriction and the Signage Restriction are binding upon Grantee and Grantee's successors and assigns; are deemed to be covenants that touch and concern the land and run with the land; are for the benefit

of Grantor and its successors and assigns and its properties located within the same county and state in which the property is located (as well as the counties adjacent thereto); and expire two (2) years after the recording date of this Deed. Grantee acknowledges that a breach of the Financial Use Restriction or the Signage Restriction will cause irreparable damage to Grantor, the exact amount of which will be difficult or impossible to ascertain, and that remedies at law for such breach will be inadequate. Therefore, if Grantee breaches the Financial Use Restriction or the Signage Restriction, then in addition to any other remedy that might be available at law or in equity, (i) Grantor shall be entitled to specific performance and injunctive relief without the necessity of proving that actual damages are not an adequate remedy and (ii) Grantee shall not raise the defense that there is an adequate remedy at law.

2. Any easements, encumbrances, restrictions, and other matters of record;

3. Any matters that would be disclosed by an accurate, current survey and inspection of the property herein conveyed; and

4. A lien for ad valorem taxes for 2021 and subsequent years, not yet due and payable, which shall be paid by Grantee.

[No further language on this page]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on its behalf by its duly authorized representative

Witnesses:

By: _____

Name: _____

By: _____

Name: _____

Wells Fargo Bank, N.A.,
a national banking association

By: _____
Virginia Alloway, Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1 day of March 2021, by Virginia Alloway, of Wells Fargo Bank N.A., on behalf of the national banking association.

SAMALA PHILIP
MY COMMISSION EXPIRES
MARCH 30, 2024
#GG 974222
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public, State and County Aforesaid
Name: _____
Commission No. _____
My Commission Expires: _____

☐ Personally known to me
☑ Identification produced by this Affiant

GRANTEE'S ADDRESS:	AFTER RECORDING RETURN TO:
PO Box 25334 Sarasota, FL 34277	Shumaker, Loop & Kendrick, LLP Attn: Juan Villaveces 240 S. Pineapple Ave., Suite 1000 Sarasota, FL 34236

EXHIBIT A

Legal Description of Property

That part of U.S. Government Lot 7 West of Midnight Pass Road in Section 18, Township 37 South, Range 18 East, according to the Plat of Stickney Estate (Plat Book 3, Page 83, Public Records of Sarasota County, Florida) lying within the following described boundary: Commence at the NW corner of Section 18, Township 37 South, Range 18 East; thence S 0°26'50" West along West line of Section 18, 884.21 feet; thence S 58°08'07" East along centerline of Midnight Pass Road (S.R. No. 789), 847.98 feet; thence S 54°58'13" West, 27.18 feet to the Southwesterly right-of-way line of S.R. No. 789 for a Point of Beginning; thence continue S 54°58'13" West, 326.91 feet; thence S 35°01'47" East, 250 feet to the Northwesterly boundary of Gulf View Subdivision, (Plat Book "A", Page 59, Sarasota County Records); thence N 54°58'13" East along said boundary, 402.24 feet to aforesaid Southwesterly R/W line of S.R. No. 789; thence along said R/W line for the following calls: N 32°55'47" West, 6.19 feet to P.C. of tangent curve concave to SW R-275, Delta angle 25°12'20"; Northwesterly along curve, 120.98 feet to P.T.; N 58°08'07" West, 136.80 feet to the Point of Beginning.

[No further text on this page]

SECRETARY'S CERTIFICATE

WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Ashley Bennum, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on May 15, 2018, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate:

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

RESOLVED, that for the purposes of these resolutions, "Senior Executive Officer" shall mean any person appointed, designated or otherwise elected President, Chief Executive Officer, Senior Executive Vice President, Executive Vice President or designated an Executive Officer by resolution of the Board of Directors of the Bank, and "Signing Officer" shall mean any Senior Executive Officer, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

* * *

B. Vice Presidents and Above

RESOLVED, that any Senior Executive Officer, any Senior Vice President and any Vice President, acting alone, may execute on behalf of the Bank:

1. Deeds, leases, assignments, bills of sale, purchase agreements and other instruments of conveyance to purchase, sell, lease or sublease to or from a third party real property, or any interest therein, and any and all management agreements, construction contracts, permits and other contracts or documents required to be executed or delivered to or filed with any person, entity or jurisdiction in the course of the management, maintenance, improvement and/or operation of any real or personal property owned, held

or leased by the Bank for its own account; *provided*, *however*, that such agreements, instruments and other documents may also be signed as hereinafter provided with respect to real property acquired by the Bank in connection with collateral for a loan.

2. Confidentiality agreements, bonds of indemnity and powers of attorney (including any instruments revoking such power of attorney); *provided*, *however*, that (a) proxies to vote stock in a corporation or to vote other interests in other legal entities or to service or enforce the Bank's rights with respect to real property and (b) stock and bond powers may also be signed as hereinafter provided.

C. Signing Officers

RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

* * *

3. [Real Property.] Agreements, instruments, certificates and other documents which establish, evidence, modify or terminate, in whole or in part, the Bank's security or ownership interest in real property or in any mineral, well or water rights pertaining to real property, including without limitation any and all deeds, easements, liens, deeds or declarations of trust, mortgages, assignments, acknowledgments of assignment, assumption or subordination or non-disturbance or attornment agreements, cancellations and other terminations of insurance or guaranties, substitution of trustees, releases, satisfactions, discharges, reconveyances, acceptances, allonges, note endorsements or cancellations, certificates of redemption, assignments of sheriff's certificates, subdivision and other maps, conditions, covenants and restrictions, encumbrances, agreements, permits, certificates and other instruments, including instruments which convert an interest in real property to a condominium or otherwise modify the nature or intended use of such property as set forth in any map, lot-line adjustment or other land-use documentation required by any governmental entity; and any consents, waivers, modifications, estoppels, requests, demands, claims for or check endorsements representing insurance proceeds, notices, certificates, statements, memoranda, applications, permits, notices of default, elections to sell or cause to be sold real property securing any extension of credit made by the Bank, notices to a trustee under any deed of trust or under any other document relating to such property or credit, set-aside and other letters and other agreements, instruments and other documents which may be necessary or appropriate in the discretion of a Signing Officer for the purpose of servicing such credit or enforcing the rights of the Bank thereunder or foreclosing on such credit or disposing of such property, including without limitation powers of attorney, bills of sale, deeds, escrow

instructions, affidavits, real estate brokerage agreements, listing agreements and other agreements, instruments and other documents which may be necessary or appropriate in the discretion of a Signing Officer for the purpose of administering or disposing of such property.

* * *

2. On the date hereof, the following person was a duly appointed, qualified and acting officer of the Bank, that her correct title appears beside her name, and that on said date she was duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:

Name	Title
Virginia Alloway	Vice President

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 25th day of February, 2021.

[Seal]



Ashley Bennum, Assistant Secretary

* * * Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]