

4/29/2026 1:19 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3487222

This instrument prepared by:
J. Geoffrey Pflugner, ESQ.
ALLEGIANT TITLE PROFESSIONALS, LLC
8470 Enterprise Circle, Suite 201A
Bradenton, FL 34202

File # 61455-143802
Purchase Price: 595,597.00

Parcel Identification No.:
Property 1:
0392160022

Doc Stamp-Deed: \$4,169.20

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 28th day of April, 2026, between **Pamlico Point Management, LLC, a Florida Limited Liability Company, Grantor**, and **Mark Happel, an unmarried man** whose post office address is: 232 Ortelle Terrace, Nokomis, FL 34275, **Grantee**,

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, 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's successors and assigns forever, the following-described real property, situate, lying and being in Sarasota County, Florida, to-wit:

Lot 22, VICENZA PHASE 1, according to the plat thereof, as recorded in Plat Book 53, Page 239, of the Public Records of Sarasota County, Florida.

and Grantor does hereby specially warrant the title to said property only against the lawful claims of all persons claiming by, through, or under Grantor.

Conveyance of title to the aforesaid property is subject to the restrictions, reservations, easements of record, and taxes for the current year.

Grantor and Grantee agree that this transaction involves interstate commerce and that any "Dispute" (defined below) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the American Arbitration Association and not by or in a court of law or any other proceeding.

"Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims arising under, or related to, (1) this Deed, the underlying purchase agreement, the Property, the community in which the Property is located or any dealings between Grantee and Grantor, (2) any representations, promises or warranties alleged to have been made by Grantor or Grantor's representatives; and (3) personal injury or property damage alleged to have been sustained by Grantee or other occupants of the Property, or in the community in which the Property is located.

Grantor and Grantee acknowledge that remedies available under federal, state, and local laws remain available through mediation and arbitration only. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN MEDIATION AND ARBITRATION.

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns to observe and to be bound by all of the terms and conditions set forth in this Deed.

All covenants, conditions, and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Pamlico Point Management, LLC,
a Florida Limited Liability Company

Amy R. Mallon
Print Name: **Amy R. Mallon**

Address: 5800 Lakewood Ranch Blvd.
Sarasota, Florida 34240

Dawn Kinyoun
Print Name: **Dawn Kinyoun**

Address: 5800 Lakewood Ranch Blvd.
Sarasota, Florida 34240

By: *Nancy Reynolds*
Nancy Reynolds, Manager

Address: 5800 Lakewood Ranch Blvd.
Sarasota, Florida 34240

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of April, 2026, by **Nancy Reynolds, Manager of Pamlico Point Management, LLC**, a Florida Limited Liability Company. He/She is personally known to me.

Amy R. Mallon
Notary Public
My commission expires:

