

8/11/2026 2:18 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3531185

This instrument was prepared by and
upon recording should be returned to:

Meridian Partners Law P.A.
Bryan W. Sykes Esq.
1901 Ulmerton Rd., Suite 470
Clearwater, FL 33762

Doc Stamp-Deed: \$46,200.00

Parcel ID Number: 0984070070

Consideration: \$6,600,000.00

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is executed this 10th day of August, 2026, by **NORTH PORT OUTPARCELS LLC**, a Florida limited liability company, having an address of 610 E. Zack Street, Suite 600, Tampa, Florida 33602 (hereinafter called "Grantor"), to **CLEVELAND HOLDINGS, LLC**, a Minnesota limited liability company, having an address of 8361 Grand Palm Drive, #4, Estero, Florida 33967 (hereinafter called "Grantee"), the foregoing sometimes being referred to herein as the "Parties".

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and/or other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land lying and situate in Sarasota County, Florida, to-wit:

SEE ATTACHED EXHIBIT A (the "Property").

Subject to all easements, restrictions, reservations, and limitations of record, if any, existing as of the date of this conveyance and those permitted exceptions set forth on **Exhibit B** hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

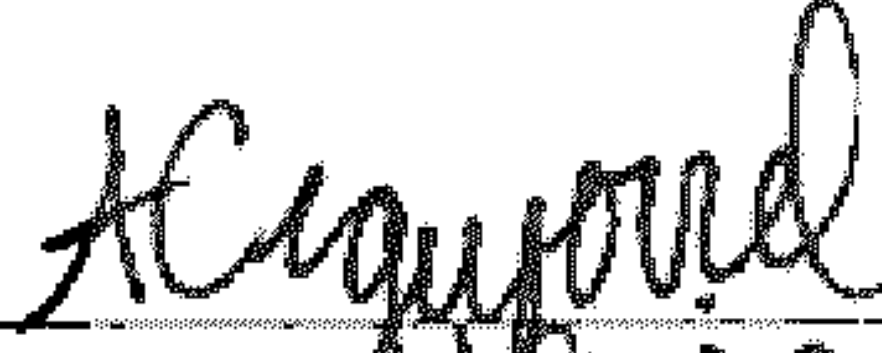
TO HAVE AND TO HOLD the same in fee simple forever. Grantor hereby covenants with Grantee that Grantor is lawfully seized of the aforesaid land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and Grantor hereby warrants title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Witnesses:


Name: Alexis Crawford
Address: 1901 Ulmerton Rd., #470
Clearwater, FL 33762


Name: Azurede M. Ross
Address: 1901 Ulmerton Rd., #470
Clearwater, FL 33762

GRANTOR:

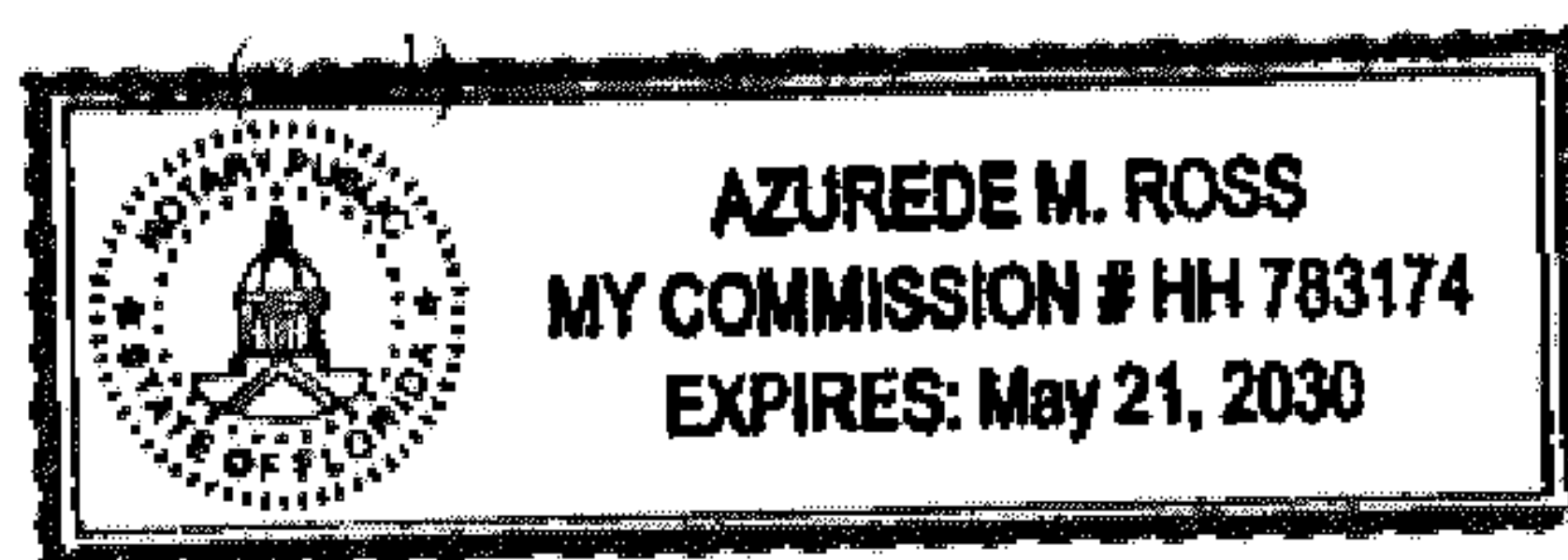
NORTH PORT OUTPARCELS LLC,
a Florida limited liability company

By: Water Cay Holdings II LLC, a Florida
limited liability company, its Manager

By: 
Joseph A. Kennedy, Manager

STATE OF Florida
COUNTY OF Pinellas

Executed and acknowledged before me this 7th day of August, 2026, by means of (check one): ☒ physical presence; or ☐ online notarization by Joseph A. Kennedy in his capacity as Manager of Water Cay Holdings II LLC, a Florida limited liability company, the Manager of **NORTH PORT OUTPARCELS LLC**, a Florida limited liability company. He (check one): ☒ is personally known to me; or ☐ produced _____ as identification.



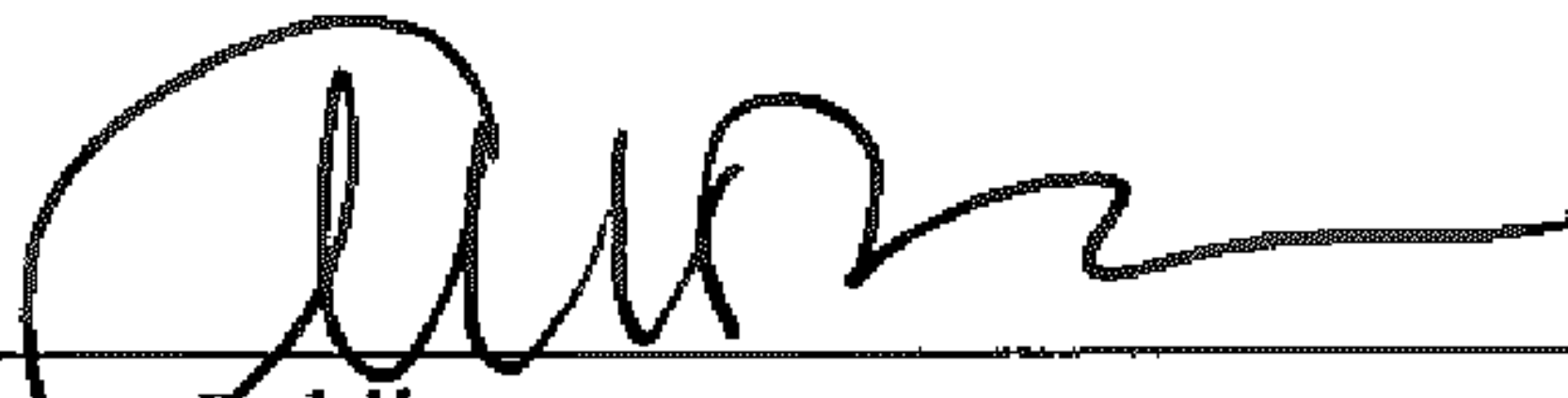

Notary Public
State of Florida

Exhibit A
Legal Description

PARCEL 1: (FEE SIMPLE PARCEL)

Lot 7, of SUNCOAST PLAZA II, according to the plat thereof, as recorded in Plat Book 49, Page 5, of the public records of Sarasota County, Florida.

TOGETHER WITH:

PARCEL 2: (EASEMENT PARCEL)

Non-exclusive access easement(s) over and across Citizens Parkway (a private road), of CITIZENS PARKWAY SE, recorded in Plat Book 47, Page 2, of the public records of Sarasota County, Florida.

PARCEL 3: (EASEMENT PARCEL)

Non-exclusive easement(s) created by Article VII-Section 2(c) of that Declaration of Covenants, Conditions and Restrictions for North Port Activity Center Five Association, Inc., recorded July 24, 2007, as Clerk's Instrument No. 2007116720, of the public records of Sarasota County, as may be amended and modified, over and across the lands described therein and for the purposes expressed therein.

PARCEL 4: (EASEMENT PARCEL)

Non-exclusive easement(s) created by Article 8.2 of that Master Declaration of Covenants, Conditions and Restrictions for Suncoast Plaza Property Owner's Association, recorded on October 28, 2014, as Clerk's Instrument No. 2014128961, of the public records of Sarasota County, Florida, as may be amended and modified, over and across the lands described therein and for the purposes expressed therein.

PARCEL 5: (EASEMENT PARCEL)

Non-exclusive easement(s) created by that Cross Easement Agreement between Suncoast Plaza, LLC, a Nevada limited liability company, and Dennis J. Fullenkamp, as Trustee, recorded July 9, 2002, as Clerk's Instrument No. 2002111234; and as amended by that First Amendment recorded January 5, 2004, as Clerk's Instrument No. 2004001748; and by Modification recorded October 16, 2014, as Clerk's Instrument No. 2014123800, and as further modified by that Second Modification of Cross Easement Agreement recorded November 8, 2018, as Clerk's Instrument No. 2018147408, all of the public records of Sarasota County, Florida, and as may be further amended and modified, over and across the lands described therein and for the purposes expressed therein.

Exhibit B
Permitted Exceptions

1. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
2. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
3. Terms, provisions and easement(s) contained in that Cross Easement Agreement between Suncoast Plaza, LLC, a Nevada limited liability company, and Dennis J. Fullenkamp, as Trustee, recorded July 9, 2002, as Clerk's Instrument No. 2002111234; and as amended by that First Amendment recorded January 5, 2004, as Clerk's Instrument No. 2004001748; and modified by Modification recorded October 16, 2014, as Clerk's Instrument No. 2014123800; and as further modified by that Second Modification of Cross Easement Agreement recorded on November 8, 2018, as Clerk's Instrument No. 2018147408, of the public records of Sarasota County, Florida.
4. Terms and provisions of that Mitigation Agreement by and between Suncoast Plaza, LLC, a Nevada limited liability company, and Dennis J. Fullenkamp, as Trustee, recorded July 9, 2002, as Clerk's Instrument No. 2002111235; and as amended by that First Amendment recorded January 5, 2004, as Clerk's Instrument No. 2004001749; and as affected by that Partial Release recorded as Clerk's Instrument No. 2009109175, of the public records of Sarasota County, Florida.
5. Ordinance No. 02-47, by the City of North Port, Florida, recorded as Clerk's Instrument No. 2003033063, of the public records of Sarasota County, Florida.
6. Restrictive Covenant by Suncoast Plaza, LLC, and North Port Retail Center, LLC, both Nevada limited liability companies, recorded as Clerk's Instrument No. 2005270767, of the public records of Sarasota County, Florida.
7. Terms, provisions and easements contained in that City of North Port, Florida and North Port Activity Center Five Association, Inc. Water and Wastewater System Standard Developer's Agreement, recorded April 20, 2007, as Clerk's Instrument No. 2007064873; as amended by First Amendment recorded as Clerk's Instrument No. 2021186599, of the public records of Sarasota County, Florida.
8. Restrictions, reservations, covenants and conditions contained in that certain Declaration of Covenants, Conditions and Restrictions for North Port Activity Center Five Association, Inc., and exhibits annexed thereto, including provisions for private charges, assessments and lien rights, recorded as Clerk's Instrument No. 2007116720; and as amended by Amendments recorded as Clerk's Instrument No. 2014037065 and Clerk's Instrument No. 2014047545; as affected by that Assignment by Trustee recorded as Clerk's Instrument No. 2013069430; and that Declaration of Neighborhoods North Port Activity Center Five Association, Inc., recorded as Clerk's Instrument No. 2014026981, of the public records of Sarasota County, Florida.
9. Easements and other matters shown on the Plat of CITIZENS PARKWAY SE, as recorded in Plat Book 47, Page 2, of the public records of Sarasota County, Florida. (as to Parcel 2 only)
10. Easements, restrictions, dedications and other matters shown on the plat of Suncoast Plaza II, recorded in Plat Book 49, Page 5, of the public records of Sarasota County, Florida, including, but not limited to the following: (a) easements of 10 feet in width along the rear and front lot lines and 5 feet along each side lot line for utilities and drainage; (b) easement of 41.6 feet along the East lot

line for access, utility and drainage; and, (c) 10-foot landscape, sidewalk, drainage and utility easement along the West and North line lines.

11. Terms, provisions and easements contained in that City of North Port, Florida and Toledo Price Plaza LLC Water and Wastewater System Standard Developer's Agreement, recorded as Clerk's Instrument No. 2017123750, of the public records of Sarasota County, Florida.
12. Restrictions, covenants, conditions and easements contained in that certain Master Declaration of Covenants, Conditions and Restrictions for Suncoast Plaza Property Owner's Association, and exhibits annexed thereto, including provisions for private charges, assessments and lien rights, recorded as Clerk's Instrument No. 2014128961; and as amended by Amendment recorded as Clerk's Instrument No. 2018147409; and by Second Amendment recorded as Clerk's Instrument No. 2019015563; Third Amendment recorded as Clerk's Instrument No. 2022085388; and Fourth Amendment recorded as Clerk's Instrument No. 2023178509, of the public records of Sarasota County, Florida.
13. Easements and other matters set forth on the plat of Suncoast Plaza III, recorded in Plat Book 52, Page 120, of the public records of Sarasota County, Florida. (as to Parcel 5 only)
14. Restrictions contained in that Declaration of Restrictive Covenant by Toledo Price Plaza, LLC, a Florida limited liability company, recorded November 2, 2020, as Clerk's Instrument No. 2020152627, of the public records of Sarasota County, Florida.
15. Lease dated January 20, 2025, by and between North Port Outparcels LLC (Landlord), and Starbucks Corporation (Tenant), a Memorandum of which was recorded March 20, 2025, in Clerk's Instrument No. 2025042615, of the public records of Sarasota County, Florida.
16. Easement granted to Florida Power & Light Company recorded September 15, 2025, in Clerk's Instrument No. 2025137059, of the public records of Sarasota County, Florida.

NOTE: All recording references in this form shall refer to the public records of Sarasota County, Florida, unless otherwise noted.