

THIS INSTRUMENT  
PREPARED BY:

5265 US1 LLC,  
5111 S. Ridgewood Avenue, Suite 201  
Port Orange, Florida 32127

Parcel No.: 32-39-22-00015-0000-00002/0

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made and delivered effective as of April 22, 2022, by and between **5265 US1 LLC**, a Florida limited liability company, as **Grantor**, whose mailing address is 5111 S. Ridgewood Avenue Suite 201, Port Orange, FL 32127, and **IT'S VIA AND HARRY LLC**, a Colorado limited liability company, as **Grantee**, whose mailing address is 4216 Central Sarasota Parkway, Unit 1316, Sarasota, Florida 34238 (All references to the parties herein shall include their successors and assigns).

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold and conveyed to Grantee, and its successors and assigns, all of the Grantor's right, title and interest in and to the real property (the "Property") situated in **Indian River County, Florida**, legally described on **Exhibit "A"** attached hereto and by this reference is incorporated herein.

This conveyance is subject to those Permitted Encumbrances listed on **Exhibit "B"** attached hereto and by this reference incorporated herein, without re-imposing the same.

TO HAVE AND TO HOLD the Property, with all improvements thereon and together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, unto Grantee, and its successors and assigns, in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby specially warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the Grantor, but against none others.

Grantee by its acceptance of this deed acknowledges that, except for the special warranty of title contained in this deed and the specific representations and warranties provided in the Contract (defined below), neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that it is purchasing the Property as set forth in the Purchase and Sale Contract dated effective March 25, 2022, between Grantor and Grantee (as

amended and assigned, the "Contract") in its "as is" condition as set forth in Section 10.1 of the Contract, and that without Grantee agreeing to such conditions and terms this conveyance would not be made.

EXECUTED to be effective as of the date first written above.

Signed, sealed and delivered  
in the presence of:

**5265 US1 LLC,**  
a Florida limited liability company



Print Name: Michael Polito


By:   
Name: Douglas A. Clark  
Title: Manager



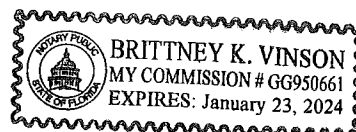
Print Name: Remy Bignard

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on April 19th, 2022, by Douglas A. Clark, as Manager of **5265 US1 LLC**, a Florida limited liability company, on behalf of the company, and, who is: X personally known to me or \_\_\_\_ who has provided a Florida driver's license as identification (check one).

  
Print Name: Brittney K. Vinson  
Notary Public, State of Florida  
Commission #: 66950661  
My commission expires: 01/23/2024

(NOTARY SEAL)



**EXHIBIT "A"****LEGAL DESCRIPTION**

A parcel of land being a portion of Lot 1 and all of Lot 2, 53RD STREET/US-1 COMMERCIAL SUBDIVISION REPLAT OF LOTS 2 AND 3, according to the Plat thereof, as recorded in Plat Book 30, Pages 42 and 43, of the Public Records of Indian River County, Florida, said parcel more particularly described as follows:

BEGINNING at the Southwesterly corner of said Lot 2, said point lying on the Easterly right-of-way (R/W) line of Old Dixie Highway (80' R/W this area), proceed thence N 15°03'46" W along said Easterly R/W line a distance of 126.00 feet; thence N 73°32'55" E a distance of 276.26 feet to a point lying on the curved Westerly R/W line of U.S. Highway No. 1 (State Road No. 5, variable width R/W this area), said curve being concave Easterly and having a radius of 17,268.75 feet and a radial line bearing N 72°52'53" E; thence Southerly along said curved R/W line, through a central angle of 00°26'26" a distance of 132.80 feet to the Southeasterly corner of said Lot 2; thence S 74°56'14" W along the Southerly line of said lot 2 a distance of 281.45 feet to the Point of Beginning.

Together with non-exclusive easements for the benefit of the above described lands or parcel as set forth and granted in Declaration of Easements, Covenants, Conditions and Restrictions recorded in Official Records Book 2330, Page 2439, of the Public Records of Indian River County, Florida, for ingress, egress and access over and across the lands described therein.

**EXHIBIT "B"****PERMITTED ENCUMBRANCES**

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
2. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of 53RD STREET/US-1 COMMERCIAL SUBDIVISION, recorded in Plat Book 24, Page 94, of the Public Records of Indian River County, Florida.
3. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of 53RD STREET/US-1 COMMERCIAL SUBDIVISION REPLAT OF LOTS 2 AND 3, recorded in Plat Book 30, Page 42, of the Public Records of Indian River County, Florida; affected by Resolution No. 2020-008 by Indian River County, releasing a portion of the Drainage Easement, recorded in Official Records Book 3281, Page 2358.
4. Restrictions, covenants, conditions, and easements as set forth in Declaration of Easements, Covenants, Conditions and Restrictions filed March 31, 2009, recorded in Official Records Book 2330, Page 2439, of the Public Records of Indian River County, Florida.
5. Easement and Bill of Sale of Utility Facilities to Indian River County, Florida, filed April 16, 2009, recorded in Official Records Book 2335, Page 889, of the Public Records of Indian River County, Florida.
6. Terms and Conditions set forth in Declaration of Unity of Title, filed November 7, 2019, recorded in Official Records Book 3252, Page 2118, of the Public Records of Indian River County, Florida.
7. Terms and Conditions set forth in unrecorded Lease dated January 20, 2021, between 5265 US1 LLC, a Florida limited liability company, Landlord, and SEVEN RESTAURANTS, LLC, an Alabama limited liability company, Tenant, as memorialized by Memorandum of Lease filed January 25, 2021, recorded in Official Records Book 3380, Page 2299, of the Public Records of Indian River County, Florida; as assigned to It's Via and Harry LLC, a Colorado limited liability company.
8. Any right, interest or claim that may exist, arise or be asserted against the Title pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
9. Survey by William B. Zentz for William B. Zentz & Associates, Inc., updated 12/11/2020, dated 1/13/2021, Job No. 106-076, discloses the following matters:
  - a) Asphalt walkway runs over and across a 5' limited Access Easement along the Northeasterly line of property
  - b) Asphalt Drive runs over and throughout Utility Easement per O.R. 2335, Page 889 and Access Easement per O.R.2330, Page 2439
  - c) Asphalt Drive and Parking run over and throughout Drainage Easement per Plat Book 30, Page 42
  - d) Concrete curbing runs over the Southerly line of Lot 2 onto adjoining land
  - e) Concrete light poles, electric handholes, metal lids with "S" mark, signs, electric panel, and pump, run throughout property.