INSTR 6172794 OR 6054 PG 3840 E-RECORDED 12/10/2021 11:20 AM PAGES 3 CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA DOC@.70 \$1,172,500.00 REC \$27.00 CONS \$167,500,000.00

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURNED TO:

David N. Morrison, Esq. Quarles & Brady LLP 1395 Panter Lane, Suite 300 Naples, FL 34109 Folio No.

\$161,500,000.00

BASED ON CONSIDERATION IN THE AMOUNT OF DOCUMENTARY STAMP PAXES IN THE AMOUNT OF

\_\_\_, STATE OF FLORIDA WERE PAID OF EVEN DATE.

#1,172,500.00

## SPECIAL WARRANTY DEED

DUNDORE LAND TRUST, L.L.C., a Florida limited liability company whose address is 1515 S. Federal Highway, Suite 106, Boca Raton, FL 33432 ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by WSR-NB, LLC, a Delaware limited liability company whose address is 3066 Tamiami Trail, Suite 201, Naples, FL 34103 ("Grantec"), the receipt and sufficiency of which are hereby acknowledged, has CONVEYED, and by these presents does CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Collier County, Florida and legally described in Exhibit A attached hereto, all right, title or interest that Grantor has and to all buildings, improvements and fixtures located thereon and all right, title and interest, that Grantor may have in and to all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (collectively, the "Real Property").

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters of record in the office of the County Recorder of Collier County, Florida, and all unpaid taxes and assessments, known or unknown (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property, all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns forever.

Grantor, as its sole warranty herein, specially warrants to Grantee, its successors and assigns, that it will forever defend title to the Real Property (subject to the Permitted Exceptions) against only those claims of persons claiming title to or asserting claims affecting title to the Real Property, or any part thereof, by, through or under Grantor, but not otherwise.

This Deed is made without any covenant, warranty or representation by, or recourse against, Grantor except to the extent expressly provided herein. By acceptance of this Deed, Grantee specifically acknowledges that, Grantee is not relying on (and Grantor does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, from Grantor, regarding or relating to (a) the operation of the Real Property or uses or merchantability or fitness of any portion

of the Real Property for a particular purpose, or (b) the physical condition of the Real Property or the condition or safety of the Real Property or suitability of the Real Property for a particular purpose. Grantor hereby disclaims and, by its acceptance of this Deed Grantee hereby waives and releases, any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to the Real Property. Grantee acknowledges and agrees that the provisions of this paragraph were a material factor in Grantor's agreement to convey the Real Property to Grantee and Grantor would not have conveyed the Real Property to Grantee unless Grantor is expressly released and Grantee waives the rights as set forth in this paragraph.

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of 1714. 2021 to be effective as of Newsoules 2021. **GRANTOR:** Signed, sealed and delivered in the DUNDORE LAND TRUST, L.L.C., a Florida presence of: limited liability company Bv: Dundore Land Trust, Inc., a Florida corporation, its Managing Member Name: Paul Dundore Title: President STATE OF COUNTY OF J. JOANS The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of November 2021, by Paul Dundore, as President of Dundore Land Trust, Inc., a Florida corporation, as Managing Member of Dundore Land Trust, L.L.C., a Florida limited liability company, on behalf thereof, who is personally known to me or who has produced FLORIDA DRIVER WICENSE **INOTARIAL SEAL** Notary Public, State of Commission #: 1290 My Commission Expires:

## Exhibit "A" (Legal Description)

Lots 2, 3, 4 and the South 30.8' of Lot 5, Block K, Coquina Sands, Unit 2, according to the plat thereof, recorded in Plat Book 3, Pages 53-54, Public Records of Collier County, Florida.