

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001188666 3 PGS
2001 DEC 27 05:07 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
RKRONENW Receipt#119834

This Instrument Prepared By:
Jeffrey S. Russell, Esquire
Abel, Band, Russell, Collier,
Pitchford & Gordon, Chartered
P.O. Box 49948
Sarasota, FL 34230-6948

SPECIAL WARRANTY DEED



GRANTOR: Hotel Associates of Sarasota, Ltd., a Florida limited partnership

GRANTEE: City of Sarasota, Florida, a municipality organized under the laws of the State of Florida

Grantee's Post Office Address: Sarasota City Hall
1565 First Street
Sarasota, FL 34236

Property Appraiser's Parcel ID No. 2009-09-0036

Grantor, for and in consideration of the sum of \$1.00, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, to-wit.

See Attached Exhibit "A". (The real property described in Exhibit "A" being conveyed hereby shall be referred to herein as the "Property".)

Subject to taxes and assessments for 2001 and subsequent years, easements restrictions and limitations of record and the reservation, restriction and reverter described below.

The Grantor expressly reserves, on behalf of and for the benefit of Grantor, its successors, assigns and/or designees, and this Deed is made and delivered expressly subject to, all of the rights that are reserved, described and set forth in Subsection 2.5A. of that certain Donation Agreement between Grantor, Grantee and Air Rights Development of Sarasota, Inc., a Florida corporation ("AR") that was signed by AR on April 17, 2001, signed by the Grantor on April 10, 2001 and signed by the Grantee on April 25, 2001 (the "Donation Agreement"), subject, however, to the express provisions for the expiration of the rights reserved hereunder as set forth in Subsection 2.5C. of the Donation Agreement

As aforesaid, the Property is subject to valid easements, restrictions and reservations of record which include, without limitation, those certain easements and other rights related to the air rights commencing 10 feet above the finished grade of the Property (the "Air-Rights Parcel") as set forth and described in Warranty Deed recorded in Official Records Book 1024, Pages 98 et seq. of the Public Records of Sarasota County, Florida.

The following covenant, restriction and reverter is imposed by the Grantor and accepted by the Grantee on the Property pursuant to Subsection 2.5D. of the Donation Agreement for the maximum period allowed by Florida law and this conveyance is made expressly subject to it:


The Grantee shall not sell, transfer or otherwise convey or attempt to sell, transfer or otherwise convey the Property or the Air-Rights Parcel, shall not use the Property or the Air-Rights Parcel for other than passive recreation purposes and shall not permit or attempt to permit the use of the Property or the Air-Rights Parcel for a use other than a passive recreation use. In the event that the Grantee shall, during the effective period of this covenant, restriction and reverter, sell,

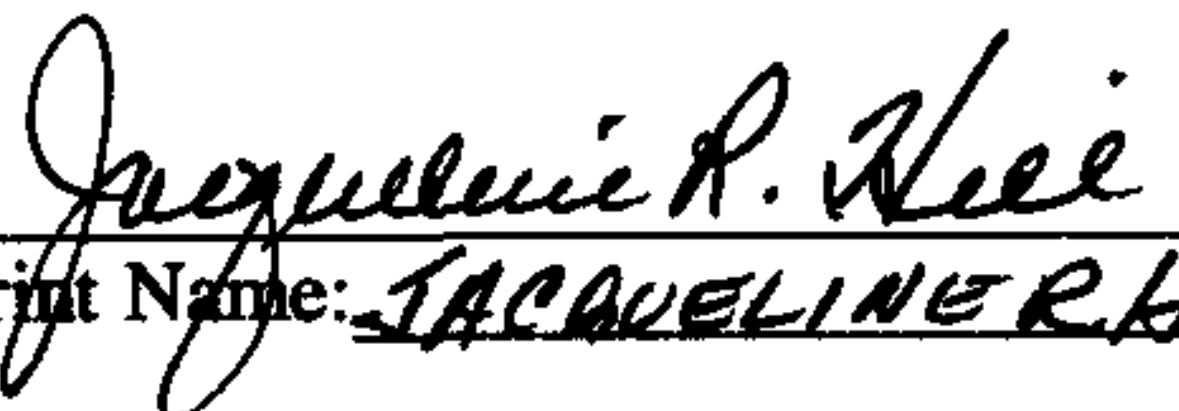
transfer or otherwise convey or attempt to sell, transfer or otherwise convey the Property or the Air-Rights Parcel, shall use the Property or the Air-Rights Parcel for other than passive recreation purposes, or shall permit or attempt to permit the use of the Property or the Air-Rights Parcel for a use other than a passive recreation use, then the ownership and title to the Property shall immediately, automatically and without further action revert to Grantor, its successors or assigns. This restriction on sale, transfer, conveyance and use by Grantee and this reverter clause shall remain in full force and effect only for the maximum period of time allowed by Florida law.

And the Grantor does hereby covenant with Grantee that, except as noted above, at the time of the delivery of this deed, the Property was free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

This deed has been prepared without benefit of a title search.


Witnesses:


Print Name: JEFFREY S. RUSSELL


Print Name: JACQUELINE R. HILL

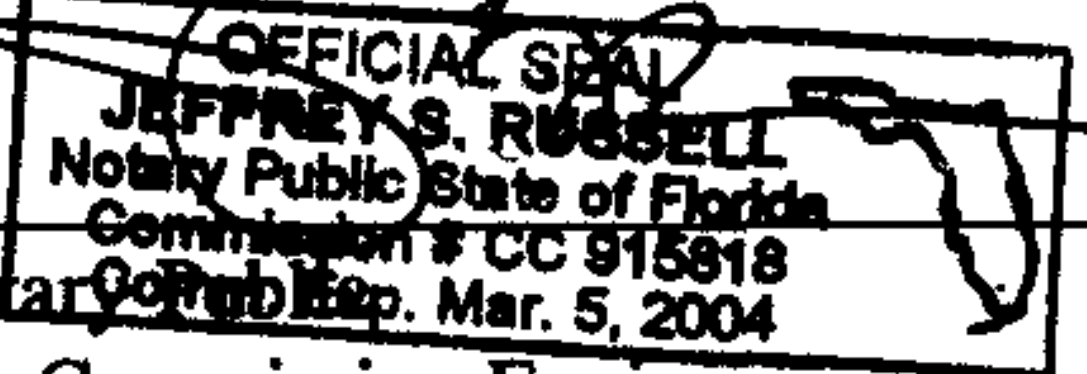
GRANTOR:

Hotel Associates of Sarasota, Ltd., a Florida limited partnership by its sole general partner, Sarasota Bay Hotel, Inc. a Florida corporation

By: 
As PRESIDENT of Sarasota Bay Hotel, Inc.
Address: 125B N. PALM AVENUE
SARASOTA, FLORIDA
Date: DECEMBER 21, 2001

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21st day of DECEMBER, 2001, by CHARLES S. GIVNER the PRESIDENT of Sarasota Bay Hotel, Inc, a Florida corporation, the sole general partner of Hotel Associates of Sarasota, Ltd., on behalf of the limited partnership, and [✓] who is personally known to me; or [] who has produced as identification.


My Commission Expires:

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Exhibit "A"

Parcel III as described in Exhibit "A" of that certain Special Warranty Deed from The Prudential Insurance Company of America, a New Jersey corporation to Hotel Associates of Sarasota, Ltd., a Florida limited partnership dated October 14, 1994 and recorded in Official Records Book 2679, Page 1 et seq. of the Public Records of Sarasota County, Florida.