

Recording 27.00  
Doc Stamps .70  
Total 27.70

Prepared by and return to:  
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INSTRUMENT # 2005080223 3 PGS  
2005 APR 19 08:45 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
GBURCH Receipt#613558

Doc Stamp-Deed: 0.70

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## Special Warranty Deed

This Special Warranty Deed is made this 18<sup>th</sup> of April, 2005, between **KALAVATIBEN PATEL**, a married woman, whose address is 4800 N. Tamiami Trail, Sarasota, FL 34234, Grantor, and **SUNNY ENTERPRISES OF FLORIDA, LLC**, a Florida limited liability company, whose address is whose address is 4800 N. Tamiami Trail, Sarasota, FL 34234, Grantee:

**Witnesseth:** That the grantor, for and in consideration of the sum of One 00/100 (\$1.00) Dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Sarasota County, Florida, to wit:

SEE ATTACHED EXHIBIT "A", WHICH BY THIS REFERENCE IS INCORPORATED INTO AND MADE A PART OF THIS INSTRUMENT.

Subject to easements, restrictions and reservations of record and taxes for the year 2005 and all subsequent years.

**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 RECITES, CERTIFIES AND DECLARES THAT THE PROPERTY DESCRIBED ON ATTACHED EXHIBIT "A" DOES NOT CONSTITUTE THE HOMESTEAD OF GRANTOR, AND SHE DOES NOT RESIDE THEREON, NOR ON ANY ADJACENT PROPERTY.

Grantor recites, certifies and declares: that she is the sole member of **SUNNY ENTERPRISES OF FLORIDA, LLC**, a Florida limited liability company (the "Company"), and she is transferring legal ownership of the property described on Exhibit "A" to the Company; that she formed the Company for the purpose of taking title to said property, already owned by her in her individual name, so as to avoid exposure to potential personal liability arising from ownership and management of the said property; that a membership certificate representing her membership interest in the Company has been issued in advance of the transfer of the real property to the Company; that the Company is paying nothing for the transfer of the property; that the transfer is solely for the benefit of Grantor, who is merely availing herself of the advantages of a limited liability company; that at the time this deed was signed, delivered and recorded, Grantor owned the real estate and all outstanding membership interests in the Company; that Grantor has the same prorata interest in the Company as she has in the real estate; that Grantor is transferring title to the

property to the Company she already owns, proportionately to her interest in the real estate; that the transfer is a "mere book" transaction, and there is no "purchaser" of the property for the purposes of Section 201.02(1), Florida Statutes; and, though the transaction will effect a change in the legal ownership of the real property, the beneficial ownership of the land remains unchanged.

AND the grantor hereby covenants with the said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

IN WITNESS WHEREOF, Grantor has hereunto subscribed her name at Bradenton, Florida, the day and year first above written.

Signed, sealed and delivered in our presence:

Kara Joy Hosler  
Print Name: KARA JOY HOSLER

K Patel  
KALAVATIBEN PATEL

Philip E Perrey  
Print Name: PHILIP E. PERREY

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 2005, by **KALAVATIBEN PATEL**, a married woman. She is  personally known to me; or  produced a driver's license issued by the Florida Department of Highway Safety and Motor Vehicles as identification; or  produced the following identification: \_\_\_\_\_, and she did not take an oath.

(Affix Notary Seal)



**Philip E. Perrey**  
Commission #DD281668  
Expires: Feb 14, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

Philip E Perrey  
NOTARY PUBLIC, *State of Florida at Large*  
Typed name: PHILIP E. PERREY  
My Commission Expires: 2/14/2008  
My Commission No.: PD 281668

EXHIBIT "A"

PARCEL 1:

A parcel of land situated in Section 1, Township 36 South, Range 17 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the intersection of the North line of Broadway Court of Indian Beach as recorded in Plat Book 1, Page 161, of the Public Records of Sarasota County, Florida, with the Easterly R/W line of Tamiami Trail (U.S. 41); thence North  $16^{\circ} 57'00''$  West along the said Easterly R/W line of Tamiami Trail 173.30 feet for a Point of Beginning; thence continue North  $16^{\circ} 57'00''$  West 175.39 feet; thence South  $89^{\circ} 57'04''$  East 540.82 feet to the Westerly R/W line of vacated Armstrong Avenue (30' wide vacated R/W); thence South  $00^{\circ} 09'00''$  West along said Westerly R/W line, 167.52 feet; thence North  $89^{\circ} 58'32''$  West 489.25 feet to the Point of Beginning.

Together with the Westerly fifteen feet (15') of that portion of the vacated thirty foot (30') wide right-of-way of Armstrong Avenue abutting the above described parcel and which right-of-way was vacated by Ordinance No. 83-2683 of the City of Sarasota as recorded in Official Records Book 1595, Page 1681, of the Public Records of Sarasota County, Florida.

Intended to be the same premises as described in Special Warranty Deed dated December 16, 1988 by NCNB National Bank of Florida, as Grantor, to Sonmuhlal L. Patel and Ramila S. Patel, Husband and Wife, as recorded in Official Records Book 2035, Page 1904, of the Public Records of Sarasota County, Florida.

PARCEL 2:

Together with non-exclusive easements for the benefit of Parcel 1 as set forth in Easement Agreement between North United Methodist Church of Sarasota, Inc. and Suntoshi, Inc. dated April 22, 1991 and recorded April 30, 1991 in Official Records Book 2293, Page 923, of the Public Records of Sarasota County, Florida.