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KAREN E. RUSHING
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SARASOTA COUNTY, FLORIDA
FMILLER Receipt#1596024

Prepared by and return to:

Gordon Duncan, Esq.
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Doc Stamp-Deed: 17,547.60

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Special Warranty Deed (Former Comfort Inn)

This Special Warranty Deed made this 8th day of February, 2013 between Kirby D. Payne in his capacity as Receiver appointed pursuant to that certain Order Appointing Receiver dated January 3, 2012 (the "Order") in AERL, L.C. v. Sarasota Hotels, L.L.C., et al. (Circuit Ct. Sarasota County, FL, Case No. 2011CA-010102NC) whose post office address is Post Office Box 268, Tiverton (Newport), RI 02878, grantor, and Shree Shree LLC, a Florida limited liability company whose post office address is 4811 South Cleveland Avenue, Fort Myers, Florida 33907

(Whenever used herein the terms 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, trusts and trustees)

Witneseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, on an "as is" basis, all of grantor's right, title and interest in and to the following described land, situate, lying and being in Sarasota County, Florida, to-wit:

See Exhibit "1" attached

Parcel Identification Number: 0095-02-1006

Subject to those matters described in Exhibit "2" attached.

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.

In Witness Whereof, grantor has hereunto set grantor's hand the day and year first above written.

Signature and notary acknowledgment on Page 2

Signed, sealed and delivered in our presence:

Kimberly K. Jump
Witness Name: KIMBERLY K. JUMP

Kirby D. Payne
Kirby D. Payne, solely in his capacity as Receiver
under the Order

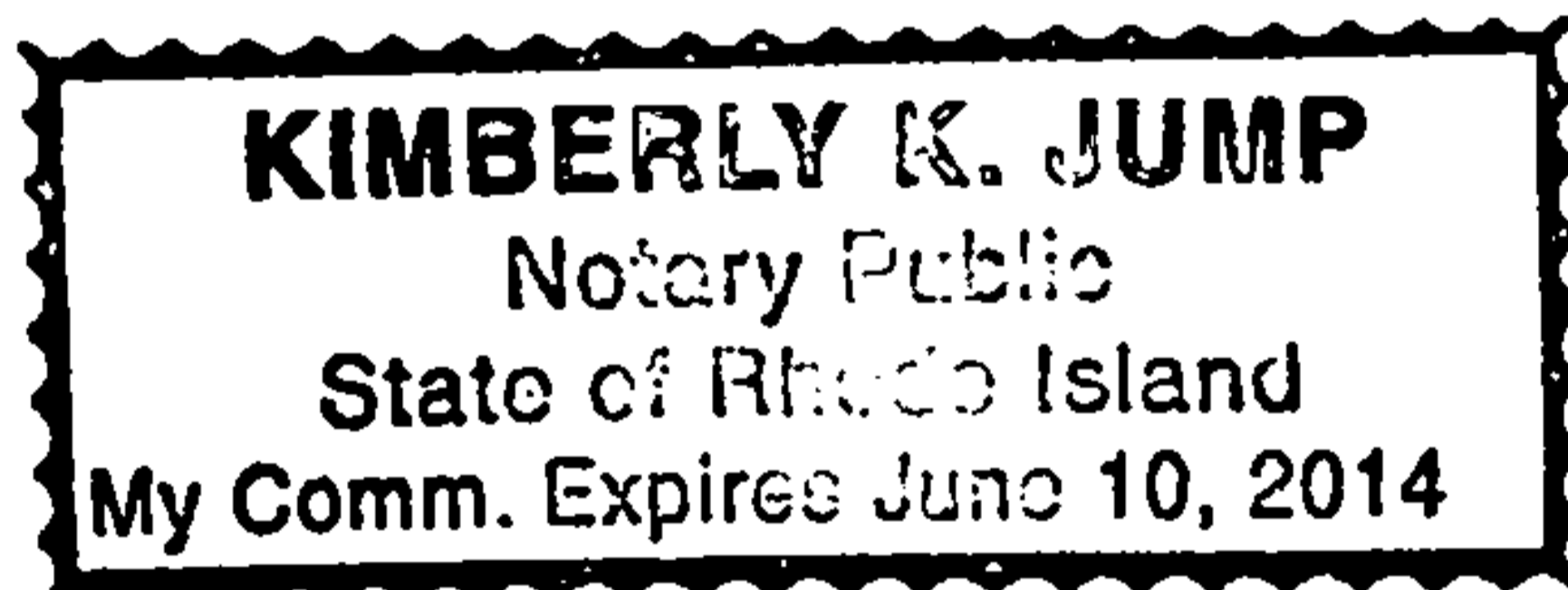
Gary Jump
Witness Name: GARY JUMP

(Corporate Seal)

State of RHODE ISLAND
County of NEWPORT

The foregoing instrument was acknowledged before me this 6 day of FEBRUARY, 2013 by Kirby D. Payne, Receiver.
He ☒ is personally known to me or [] has produced a driver's license as identification.

[Notary Seal/Stamp]



Kimberly K. Jump
Notary Public
Printed Name: KIMBERLY K. JUMP
My Commission Expires: 6-10-14

Exhibit “1”

LEGAL DESCRIPTION

SEE ATTACHED

(Comfort Inn, 5778 Clark Road)

EXHIBIT "1"

LEGAL DESCRIPTION

PARCEL 1:

Tract/Unit C-1 SUNRISE LAND CONDOMINIUM, according to the Declaration of Condominium as recorded in Official Records Book 1692, Page 50, as amended by First Amendment to Declaration of Condominium of Sunrise Land Condominium recorded in Official Records Book 1780, Page 1332, and Second Amendment to Declaration of Sunrise Land Condominium and First Amendment to ByLaws of Association and First Amendment to Rules and Regulations and Restrictions on Use and Development for Sunrise Land Condominium recorded in Official Records Book 2794, Page 1566, and as per Plat thereof as recorded in Condominium Book 22, Pages 33, 33A and 33B, and as amended by Plat recorded in Condominium Book 24, Pages 24, 24A and 24B, and amended by Second Amendment recorded in Condominium Book 31, Pages 5 and 5A, all of the Public Records of Sarasota County, Florida.

PARCEL 2:

TOGETHER WITH a non-exclusive Easement for the benefit of Parcel 1 as set forth in Easement Agreement by and between John B. Davidson and Rita G. Davidson, husband and wife, and Sarasota Investment Co., Inc., a Florida Corporation, dated August 30, 1989 and recorded in Official Records Book 2148, Page 38 and First Amendment to Easement Agreement recorded in Official Records Book 2880, Page 231, of the Public Records of Sarasota County, Florida, for the purposes of ingress, egress and utilities over, under and across the land described as follows: A 24 foot wide easement for ingress, egress, and utilities, lying 12 feet either side of the following center line: Commence at the Southwest corner of Tract "E", SUNRISE LAND CONDOMINIUM, as per Declaration of Condominium recorded in Official Records Book 1692, Pages 50 through 107, inclusive, as amended, and per Plat thereof recorded in Condominium Book 22, Pages 33 through 33B, inclusive, as amended by Plat recorded in Condominium Book 24, Pages 24 through 24B, inclusive, of the Public Records of Sarasota County, Florida; thence South 89° 50' 15" East, along the South line of said Tract "E", 300.00 feet; thence North 0° 02'39" West along the East line of, said Tract "E", 17.00 feet for a Point of Beginning; thence North 89° 50' 15" West, 260.00 feet to the Easterly boundary line of an 80 foot easement created by Easement Agreement dated December 11, 1985 and recorded in Official Records Book 1822, Page 1600, of the Public Records of Sarasota County, Florida, for the point of termination, said point being North 67 degrees 6' 20" East, 43.41 feet from the Southwest corner of said Tract "E".

PARCEL 3:

TOGETHER WITH a non-exclusive easement for the benefit of Parcel 1 as set forth in Amendment to Easement Agreement by and between Sarasota Investment Co., Inc., a Florida Corporation ("Tract C Owner"), Sandpiper of Sarasota, Inc., a Florida Corporation ("Tract D Owner"), John B. Davidson and Rita G. Davidson, husband and wife ("Tract E Owner"), and Sarasota County Public Hospital Board, dated September 18, 1989 and recorded in Official Records Book 2152, Page 1877, Filed as amended by 2nd Amendment to Easement Agreement recorded in Official Records Book 2990, Page 592, of the Public Records of Sarasota County, Florida, for the purposes of utilities and for ingress and egress, for vehicular and pedestrian traffic over, under and across the land described as follows: The East 40 feet of the North 702.05 feet of the Northwest 1/4 of Section 13 and the West 40 feet of the North 702.05 feet of the Northeast 1/4 of Section 13, Township 37 South, Range 18 East; Sarasota County, Florida, LESS Clark Road right-of-way.

EXHIBIT "1" CONTINUED

LEGAL DESCRIPTION

(Comfort Inn, 5778 Clark Road)

PARCEL 4:

TOGETHER WITH a non-exclusive easement for the benefit of Parcel 1 as set forth in Ingress, Egress and Parking Agreement recorded September 12, 1985 in Official Records Book 1804, Page 1646, as amended by Amendment to Ingress, Egress and Parking Easement Agreement by and between Furman's, Inc., a Florida Corporation ("Tract B Owner"), Sarasota Investment Co., Inc., a Florida Corporation ("Tract C Owner"), Sandpiper of Sarasota, Inc., a Florida Corporation ("Tract D Owner"), and John B. Davidson and Rita G. Davidson, husband and wife ("Tract E Owner"), recorded July 26, 1989 in Official Records Book 2139, Page 1553, Public Records of Sarasota County, Florida, for the purpose of ingress and egress for pedestrian and vehicular traffic over, under and across the land described as follows: A strip of land, being 24.0 feet wide, situated in Section 13, Township 37 South, Range 18 East, Sarasota County, Florida, being a part of Sunrise Land Condominium as recorded in Condominium Book 22, Pages 33 through 33B, as amended in Condominium Book 24, Page 24, of the Public Records of Sarasota County, Florida, whose centerline is more particularly described as follows: Commence at the Northeast corner of Tract B of said Sunrise Land Condominium at the Southerly R/W of Clark Road (State Road 72); thence South 0 degrees 00' 17" East along the East line of said Tract B 24.00 feet for a Point of Beginning; thence along the center of said 24 foot wide easement the following courses: North 89 degrees 59' 30" West, 119.48 feet; Southwesterly along a curve to the left having a radius of 67.68 feet for an arc distance of 98.18 feet through a central angle of 83 degrees 06' 51 " ; South 7degrees 07' 26" West, 21.11 feet; Southwesterly along a curve to the right having a radius of 49.23 feet for an arc distance of 71.48 feet through a central angle of 83 degrees 10' 55" and North 89 degrees 41' 40" West 189.50 feet to the Easterly line of a 40 foot wide ingress and egress easement for a point of termination, said point lying South 71 degrees 07' 50" West 452.47 feet from the said Northeast corner of Tract B.

PARCEL 5:

SUBJECT TO AND TOGETHER WITH non-exclusive easements as set forth in Easement Agreement dated November 15, 2001 by and between SARASWATI, INC., a Florida Corporation and J.D. Mallinson recorded November 19, 2001 in Official Records Instrument Number 2001167609, Public Records of Sarasota County, Florida, for the purposes stated therein over, under and across the land described as follows: Tract/Unit C-I, SUNRISE LAND CONDOMINIUM a Condominium according to the Declaration of Condominium recorded in Official Records Book 1692, Page 50, as amended by First Amendment to Declaration of Condominium of Sunrise Land Condominium recorded in Official Records Book 1780, Page 1332, and Second Amendment to Declaration of Sunrise Land Condominium and First Amendment to Bylaws of Association and First Amendment to Rules and Regulations and Restrictions on Use and Development for Sunrise Land Condominium recorded in Official Records Book 2794, Page 1566, as subsequently amended, and as per plat thereof recorded in Condominium Book 22, Pages 33, 33A and 33B, as amended by Plat recorded in Condominium Book 24, Pages 24, 24A and 24B, and amended by Second Amendment recorded in Condominium Book 31, Pages 5 and 5A, and as thereafter amended, all of the Public Records of Sarasota County, Florida.

Exhibit "2"

PERMITTED EXCEPTIONS

1. Matters revealed by an accurate survey of the Land.
2. Building and zoning laws, ordinances and regulations.
3. Reservations of minerals and mineral rights.
4. The inchoate lien for unpaid real estate taxes and assessments.
5. Easements, covenants, conditions and restrictions which are a matter of public record.
6. Matters identified in Schedule B-2 of that certain Commitment for Title Insurance issued by Title Company dated July 27, 2012 (File No.16-2012-2122-A1).
7. Matters identified in Schedule B-2 of that certain Commitment for Title Insurance issued by Title Company dated July 27, 2012 (File No. 16-2012-2123-A1).