

Consideration: \$1,200,000.00
Documentary Stamps: \$8,400.00
Recording Fee: \$18.50

3/4/2015 10:26 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 1834254

Prepared by and return to:
Berlin Patten Ebling, PLLC
Attn: Jamie A. Ebling, Esq.
1819 Main St, Suite 1000
Sarasota, FL 34236
15-087-010

Doc Stamp-Deed: \$8,400.00

Property Appraiser's Parcel ID No.: 0408060039
(FOR INFORMATIONAL PURPOSES ONLY)

WARRANTY DEED

THIS WARRANTY DEED, is made this 23rd day of February, 2015, by and between **247 TAMIAMI TRAIL, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose address is **1819 Main Street, Suite 1000, Sarasota, FL 34236** (hereinafter "GRANTOR"), and **BERLIN REALTY, INC., A MICHIGAN CORPORATION**, whose address is **1500 Caribbean Drive, Sarasota, FL 34231** (hereinafter "GRANTEE").

THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said GRANTOR in hand paid by said GRANTEE, the receipt and adequacy of which is hereby acknowledged, has granted, bargained aliened, remised, released, conveyed confirmed, and sold to said GRANTEE and GRANTEE'S successors, and assigns forever, the following described real property, including improvements thereon, situated in **Sarasota County, Florida**, to wit:

LOTS 14, 15, 16 AND 17, BLOCK 78, GULF VIEW SECTION OF VENICE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 77, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. (the "Property")

Together with appurtenances, privileges, rights, interests, dower, reversions, riparian rights, remainders and easements thereunto appertaining. GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of said property in fee simple; that it is free of encumbrances except for taxes for the current and subsequent years, easements, reservations, and restrictions of record, if any, which reference thereto shall not serve to re-impose same; that GRANTOR has good right and lawful authority to convey same; and that GRANTEE shall have quiet enjoyment thereof. GRANTOR does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

The individual executing this instrument on behalf of Grantor covenants and agrees that he is a Manager of the Grantor, and has full right and authority to execute this instrument on behalf of Grantor, pursuant to a separate consent.

Grantor hereby reserves a perpetual, irrevocable and unconditional right of first refusal (the "Right of First Refusal") with regard to the sale or alienation, whether by deed, agreement for deed, conveyance of a controlling interest in Grantee, or otherwise, of all or any portion of the Property or any interest therein. This right of first refusal shall automatically terminate upon the termination of that certain Commercial Lease Agreement by and between Grantor and Grantee of even date. Upon Grantee's receipt of an acceptable and bona fide offer to purchase, tendered or made by any third party, Grantee shall give written notice thereof to Grantor, attaching a copy of such offer to purchase to the notice. Grantor shall have two (2) business days from the receipt of such notice and copy of the offer, to give written notice to Grantee of its election to purchase the Property upon the same terms and conditions as such offer. Within three (3) business days after Grantor's notice of its election to


exercise its Right of First Refusal, Grantor and Grantee covenant and agree to enter into an agreement for sale and purchase of the Property on the same terms and conditions as such offer. Upon execution of the sale and purchase agreement the Grantor shall provide Grantee a non-refundable deposit in the amount of five percent (5%) of the purchase price to Lessor ("Deposit"). The Deposit shall only be refundable to Grantor in the event of Grantee default or a title defect that cannot be cured prior to closing. The sale and purchase agreement shall provide that the closing date take place within forty-five (45) days after its full execution. In the event Grantor shall not have given written notice with two (2) business days as set forth hereinabove, Grantor shall be deemed to have waived its Right of First Refusal to purchase the Property and Grantee may sell to such third parties in accordance with the terms and conditions of such offer as same were presented to Grantor. The effective date of any contract to purchase resulting from Grantor's exercise of its Right of First Refusal shall not be earlier than Grantor's exercise of its right. Grantor covenants and agrees that in the event it elects not to exercise its Right of First Refusal, upon request of Grantee, at the closing of the sale to the third party offerer, Grantor shall execute and deliver a release of its right under this Agreement as to that portion of the Property being conveyed to the third party offerer.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

GRANTOR:

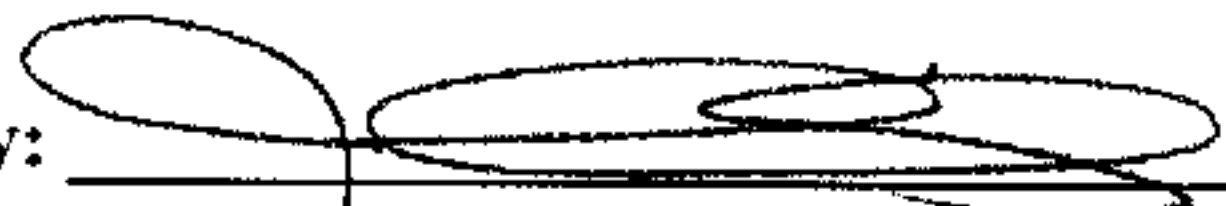
(1) 

Printed Name Melanie Underwood



Printed Name Samantha M. Bell

247 TAMIAMI TRAIL, LLC, A FLORIDA LIMITED LIABILITY COMPANY

By: 

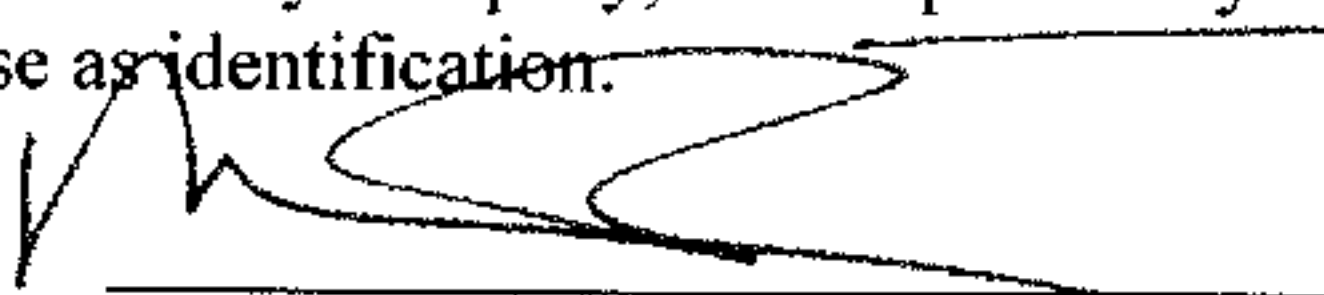
Jamie A. Ebling

Its: **Manager**

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me this 23rd day of February, 2015 by Jamie A. Ebling, as Manager of 247 Tamiami Trail, LLC, a Florida limited liability company, who is personally known to me or who has produced a _____ Driver's License as identification.



Printed Name:

Notary Public

My Commission Expires: _____

