

10/4/2016 9:34 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2032742

THIS INSTRUMENT PREPARED BY:

DLA Piper LLP (US)
3111 W Dr. MLK Jr. Blvd, Suite 300
Tampa, FL 33607

AFTER RECORDING RETURN TO:

Doc Stamp-Deed: \$404,600.00

Jerilyn H. Reed
HILL WARD HENDERSON
3700 Bank of America Plaza
101 East Kennedy Boulevard
Tampa, FL 33602

Tax Parcel I.D. (Folio) No: 2009090026

4-16069097-CT

SPECIAL WARRANTY DEED

HOTEL ASSOCIATES OF SARASOTA, LTD., a Florida limited partnership ("Grantor"), whose post office address is 345 Park Avenue, 32nd Floor, New York, New York 10154, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these present does hereby grant, sell and convey unto SARASOTA HOTEL ACQUISITION GROUP, LLC, a Delaware limited liability company ("Grantee"), whose post office address is 5600 Mariner Street, Suite 200, Tampa, FL 33609, all that certain land located in Sarasota County, Florida, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters set forth in Exhibit B, attached hereto and incorporated herein by reference (the "Permitted Exceptions") but reference to same shall not operate to reimpose same.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns in fee simple forever.

And Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor but against none other.

EXECUTED on the date set forth in the acknowledgment attached hereto, to be effective upon delivery.

WITNESSES:

Argir. Rizopoulos

Printed Name: Argir. Rizopoulos

Lisa A Sosa

Printed Name: Lisa A. Sosa

HOTEL ASSOCIATES OF SARASOTA, LTD., a Florida limited partnership

By: BRE/SARASOTA GP L.L.C., a Delaware limited liability company, its general partner

By: *Glenn Alba*

Glenn Alba
Managing Director and Vice President

STATE OF New York
COUNTY OF New York

This instrument was acknowledged before me on the 23rd day of September, 2016, by Glenn Alba, the Managing Director and Vice President of BRE/SARASOTA GP L.L.C., a Delaware limited liability company, the general partner of HOTEL ASSOCIATES OF SARASOTA, LTD., a Florida limited partnership, on behalf of such general partner on behalf of such Grantor. He is personally known to me or produced a _____ driver's license as identification.

LOUISA D. LUNA
Notary Public, State of New York
No. 01LU6194439
Qualified in Kings County
Commission Expires 09/29/2016

L. D. Luna

Notary Public, State and County Aforesaid

Print Name: _____

My commission expires: _____

My commission number: _____

(NOTARIAL SEAL)

EXHIBIT A

to Special Warranty Deed

Legal Description

PARCEL NO. I:

Commence at the Northeast corner of Lot 9, Block "G" of the Central Broadway Subdivision of Sarasota as shown on the plat recorded in Plat Book 2 at Page 17 in the Public Records of Sarasota County, Florida. Also being the intersection of the West right-of-way line of an 18 foot alley and the South right-of-way line of a street formerly known as 6th Street (12th Street per plat) now known as Boulevard of the Arts, for a point of beginning; thence South along the West right-of-way of said 18 foot wide alley, a distance of 276.60 feet; thence West, a distance of 232.43 feet to the City Bulkhead Line marked by the face of a concrete seawall; thence S 00°04'00" E along said bulkhead line and the face of said seawall, a distance of 190 feet; thence West, a distance of 230.99 feet across a boat basin to the face of a concrete seawall which marks another City Bulkhead Line; thence N 00°02'00" W, along said bulkhead line and the face of said seawall, a distance of 198.30 feet; thence S 89°55'00" W, a distance of 215.20 feet; thence N 00°06'00" W, a distance of 267.80 feet to the South right-of-way line of said 6th Street; thence N 89°55'00" E along the South right-of-way line of said 6th Street, a distance of 678.99 feet to the point of beginning.

LESS that portion thereof conveyed to the City of Sarasota by that certain Right-of-Way Deed recorded in Official Records Instrument Number 2002009361, Public Records of Sarasota County, Florida.

ALSO LESS AND EXCEPT:

A portion of the plat of Central Broadway Subdivision, per plat thereof recorded in Plat Book 2, Page 17, Public Records of Sarasota County, Florida, described as follows:

Commence at the Northeast corner of Lot 9, Block "G", said plat of Central Broadway Subdivision; thence; S 89°55'00" W along the Southerly line of Boulevard of the Arts, a distance of 472.58 to the point of beginning, thence S 00°00'00" W, a distance of 95.59 feet; thence N 90°00'00" W, a distance of 7.00 feet; thence S 00°00'00" W, a distance of 61.86 feet; thence S 45°00'00" E, a distance of 7.97 feet; thence S 00°00'00" W, a distance of 27.33 feet; thence S 90°00'00" W, a distance of 20.36 feet to a point on the arc of a curve to the right, of which the radius point lies N 60°30'55" W, a radial distance of 107.00 feet; thence Southwesterly along the arc, through a central angle of 30°48'58", a distance of 57.55 feet; thence S 00°00'00" W, distance of 36.86 feet to the Northerly line of The Condominium On The Bay, Marina Suites, per condominium plat thereof recorded in Condominium Book 18, Page 35, said Public Records; thence S 89°54'16" W, along said Northerly line, a distance of 144.16 feet to the Easterly line of The Condominium On The Bay, Tower II, per condominium plat thereof recorded in Condominium Book 19, Page 33, said Public Records; thence N 00°05'00" W, along said Easterly line, a distance of 267.50 feet to the Southerly line of aforesaid Boulevard of The Arts; thence N 89°55'00" E, along said Southerly line, a distance of 206.40 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress for the benefit of Parcel I created by that certain Quit Claim Deed recorded in Official Records Book 2679, Page 19, Public Records of Sarasota County, Florida, for the benefit of Parcel 1, over, across, through, on and under the waters located over the following described property, to-wit:

Begin at the Northeast corner of Lot 9, Block "F", Central Broadway Subdivision, recorded in Plat Book

2, Page 17, Public Records of Sarasota County, Florida; thence South, 35 feet; thence West 232.09 feet to the face of a concrete seawall; thence N 0°04'00" W, along the face of said seawall, 100.00 feet; thence West 85.50 feet for a point of beginning; thence continue West 60.00 feet; thence S 0°03'00" E, 471.80 feet to the waters of Sarasota Bay; thence N 89°55'00" E, 60.00 feet; thence N 0°03'00" W, 471.80 feet to the point of beginning; being a 60 foot wide strip in the center of the Watergate Lagoon.

TOGETHER WITH:

Those certain non-exclusive appurtenant easements for the benefit of Parcel I created by that certain Warranty Deed recorded in Official Records Book 1024, Page 98, Public Records of Sarasota County, Florida.

Those certain non-exclusive appurtenant easements for the benefit of Parcel I created by the Master Declaration of Easements, Covenant, Conditions and Restrictions as recorded in Official Records Instrument No. 2001146733, Public Records of Sarasota County, Florida.

PARCEL IV:

Beginning at a point on the South side of 6th Street which is 18 feet North 89°55'00" East of the beginning point of Parcel I as described above; Thence (1) North 89°55'00" East, 100 feet to the West side of El Verona Avenue (65 feet wide); Thence (2) due South along the West side of El Verona Avenue, 103.75 feet; thence (3) South 89°55'00" West, 100 feet to the East side of the 18-foot wide alley referred to above in the description of Parcel I; and Thence (4) due North 103.75 feet right back to the point at which this sequence of metes and bounds began.

LESS a two feet wide strip along the West side of the above described parcel dedicated to the City of Sarasota for public right-of-way purposes pursuant to that certain off-site parking agreement recorded in Official Records Instrument Number 1999157800, as amended in Official Records Instrument Number 2001146735, Public Records of Sarasota County, Florida.

PARCEL V:

Begin at the Northeast corner of Lot 9, Block "F", Central Broadway Subdivision, per plat thereof recorded in Plat Book 2, Page 17, Public Records of Sarasota County, Florida; thence South 35.00 feet; thence West 232.09 feet to the face of a concrete seawall; thence N 0°04'00" W, along the face of said seawall, 290.00 feet; thence East 232.43 feet; thence South 255.00 feet to the point of beginning.

LESS AND EXCEPT: Air rights beginning ten feet above finished grade, and subject to reservations, easements and other rights as described in Warranty Deed recorded in Official Records Book 1024, Page 98, said Public Records.

HOTEL PARKING SPACES AREA:

A portion of the plat of Central Broadway Subdivision, per plat thereof recorded in Plat Book 2, Page 17, Public Records of Sarasota County, Florida, described as follows: Commence at the Northeast corner of Lot 9, Block "G", said Plat of Central Broadway Subdivision, thence S 89°55'00" W, along the Southerly line of Boulevard of the Arts, a distance of 503.77 feet, thence S 00°01'46" W, a distance of 6.17 feet, to Point of Beginning VP 01-13; thence continue S 00°01'46" W, a distance of 18.00 feet to a point hereinafter referred to as Point "A"; thence N 89°58'14" W, a distance of 117.00 feet; thence N 00°01'46" E, a distance of 18.00 feet; thence S 89°58'14" E, a distance of 117.00 feet to Point of Beginning VP 01-13; thence return to said Point "A", thence S 00°01'46" W, a distance of 25.32 feet to Point of Beginning

VP 14-20; thence S 89°58'14" E, a distance of 18.33 feet; thence S 00°01'46" W, a distance of 66.10 feet; thence N 89°58'14" W, a distance of 18.33 feet to a point hereinafter referred to as Point "B"; thence N 00°01'46" E, a distance of 66.10 feet to Point of Beginning VP 14-20; thence return to said Point "B"; thence S 00°01'46" W, a distance of 6.08 feet to Point of Beginning VP 21-26; thence S 89°58'14" E, a distance of 18.33 feet; thence S 00°01'46" W, a distance of 58.60 feet; thence N 89°58'14" W, a distance of 18.33 feet to a point hereinafter referred to as Point "C"; thence N 00°01'46" E, a distance of 58.60 feet to Point of Beginning VP 21-26; thence return to said point "C"; thence N 89°58'14" W, a distance of 11.33 feet to Point of Beginning VP 27-28; thence S 54°58'14" E, a distance of 18.10 feet to a point on the arc of a curve to the right, of which the radius point lies N 58°41'19" W, a radial distance of 102.00 feet; thence Southwesterly along the arc through a central angle of 09°33'43", a distance of 17.02 feet; thence N 54°58'14" W, a distance of 17.79 feet to a point hereinafter referred to as Point "D", thence N 35°02'46" E, a distance of 17.00 feet to Point of Beginning VP 27-28, thence return to said Point "D", thence S 71°01'33" W, a distance of 1.23 feet to Point of Beginning VP 29-32; thence S 22°28'14" E, a distance of 18.00 feet; thence S 67°31'46" W, a distance of 35.00 feet; thence N 22°28'14" W, a distance of 18.00 feet to a point hereinafter referred to as Point "E", thence N 67°31'46" E, a distance of 35.00 feet to Point of Beginning VP 29-32; thence return to said Point "E"; thence S 05°57'08" E, a distance of 5.63 feet to Point of Beginning VP 33-36; thence S 00°01'46" W, a distance of 35.00 feet; thence N 89°58'14" W, a distance of 18.00 feet; thence N 00°01'46" E, a distance of 35.00 feet; thence S 89°58'14" E, a distance of 18.00 feet to Point of Beginning VP 33-36; thence return to aforesaid Point "A"; thence S 45°01'44" W, a distance of 33.94 feet to Point of Beginning VP 93-100; thence S 00°01'46" W, a distance of 27.42 feet to a point hereinafter referred to as Point "F"; thence N 89°58'14" W, a distance of 18.00 feet; thence N 00°01'46" E, a distance of 9.42 feet; thence N 89°58'14" W, a distance of 48.41 feet; thence N 00°01'46" E, a distance of 18.00 feet; thence S 89°58'14" E, a distance of 66.42 feet to Point of Beginning VP 93-100; thence return to said Point "F"; thence S 00°01'46" W, a distance of 4.67 feet to Point of Beginning VP 91-92; thence continue S 00°01'46" W, a distance of 17.47 feet to a point hereinafter referred to as Point "G"; thence S 67°31'46" W, a distance of 20.25 feet; thence N 22°28'14" W, a distance of 9.00 feet; thence N 67°31'46" E, a distance of 21.90 feet; thence N 89°58'14" W, a distance of 18.08 feet; thence N 00°01'46" E, a distance of 8.52 feet; thence S 89°58'14" E, a distance of 20.00 feet to Point of Beginning VP 91-92; thence return to said Point "G", thence S 00°01'46" W, a distance of 9.78 feet to Point of Beginning VP 89-90; thence continue S 00°01'46" W, a distance of 17.02 feet; thence N 89°58'14" W, a distance of 7.73 feet to a point hereinafter referred to as Point "H"; thence continue N 89°58'14" W, a distance of 10.27 feet; thence N 00°01'46" E, a distance of 8.52 feet; thence N 89°58'14" W, a distance of 2.08 feet; thence N 00°01'46" E, a distance of 8.50 feet; thence S 89°58'14" E, a distance of 20.08 feet to Point of Beginning VP-89-90; thence return to said Point "H"; thence S 00°01'46" W, a distance of 0.97 feet to Point of Beginning VP 88; thence S 22°28'14" E, a distance of 18.00 feet; thence S 67°31'46" W, a distance of 8.50 feet; thence N 22°28'14" W, a distance of 18.00 feet; thence N 67°31'46" E, a distance of 8.50 feet to Point of Beginning VP 88.

LESS:

All air rights above elevation 15.25 feet over and above the above described parcel, said air rights lie at the vertical plane of elevation 15.25 feet and above per the National Geodetic Vertical Datum of 1929, established from City of Sarasota Benchmark Disk No. G-4, being a square cut on the concrete headwall located East of the 6th Street boat ramp, City of Sarasota, Florida, with a published elevation of 5.20 feet.

EXHIBIT B
to Special Warranty Deed

Permitted Exceptions

1. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Easements over, through and across subject property, as reserved in Deed from Watergate Center Limited, a Florida Limited Partnership, to Salem-American Ventures, Inc., a Florida Corporation, dated November 5, 1973, and recorded November 21, 1973 in Official Records Book 1024, Page 98, of the Public Records of Sarasota County, Florida.
4. Easement granted to Florida Power and Light Company as recorded in Official Records Book 1107, Page 838, and in Official Records Book 1123, Page 522, Public Records of Sarasota County, Florida.
5. Resolutions by The City of Sarasota, Florida recorded in Official Records Book 2150, Page 2602; Official Records Book 2185, Page 2466; Official Records Book 2501, Page 271; as Clerk's Instrument No. 2000091265; as Clerk's Instrument No. 2001184740; as Clerk's Instrument No. 2002154448; as Clerk's Instrument No. 2002154449; Clerk's Instrument No. 2003004711; as Clerk's Instrument No. 2004207002 and as Clerk's Instrument No. 2005145832, Public Records of Sarasota County, Florida.
6. Master Declaration of Easements, Covenants, Conditions and Restrictions dated October 11, 2001 and recorded October, 2001 as Clerk's Instrument No. 2001146733, as subsequently affected by the recordation of that certain Assignment of Declarant's Rights recorded October 15, 2001 as Clerk's Instrument No. 2001148186, and that certain Amendment to Assignment of Declarant's Rights recorded May 10, 2007 as Clerk's Instrument No. 2007076420, of the Public Records of Sarasota County, Florida.
7. Affidavits of Conditional Use recorded as Clerk's Instrument No. 2000091266 and Clerk's Instrument No. 2005145833, Public Records of Sarasota County, Florida.
8. Off Site Parking Agreement recorded as Clerk's Instrument No. 1999157800, and the amendment thereto recorded as Clerk's Instrument No. 2001146735, of the Public Records of Sarasota County, Florida.
9. Easement in favor of Florida Power & Light Company recorded May 31, 2002 as Clerk's Instrument No. 2002088124, Public Records of Sarasota County, Florida.
10. Wall Maintenance Easement Agreement by and between Condominium on the Bay Marina Suites Association, Inc., a Florida not-for profit corporation and Hotel Associates of Sarasota, Ltd., a Florida limited partnership, recorded November 27, 2002 in Official Records Book Instrument No. 2002198739.

11. Fence Encroachment Easement Agreement recorded as Clerk's Instrument No. 2002198740, of the Public Records of Sarasota County, Florida.
12. Agreement between Hotel Associates of Sarasota, Ltd., and Irish American Management Services Limited, L.P. and Irish American Management Services Limited I, L.P., recorded as Clerk's Instrument No. 2007029110, of the Public Records of Sarasota County, Florida.
13. Unrecorded Management agreement with Hyatt Corporation, dated May 8, 2007 referenced in that Amendment to Assignment of Declarant's Rights recorded May 10, 2007 in Official Records Book Instrument No. 2007076420.
14. The rights of the general public to use the waters of Boat Basin/Lagoon for bathing, boating, fishing and other purposes.
15. Riparian rights and littoral rights, if any, incident to the land which are neither insured nor guaranteed.
16. Any and all rights of the United States of America in and to navigable waters or filled-in land formerly within navigable waters and any conditions contained in any permits authorizing the filling in of such land.