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This Instrument Prepared by
and return to:
Steven A. Williamson, Esq.
Johnson, Pope, Bokor, Ruppel & Burns, LLP
911 Chestnut St

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 27th day of August, 2021, from PV-PELICAN WALK, LLC, a Florida limited liability company, having its principal office at 2901 Rigsby Lane, Safety Harbor, FL 34695 ("Grantor"), to SCI PELICAN WALK LLC, a Florida limited liability company, having its principal office at 100 S. Belcher Road, #7534, Clearwater, FL 33758 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, with SPECIAL WARRANTY, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor have or may have in and to the following described real property (the "Property") located and situate in the County of Pinellas and State of Florida, in fee simple, to wit:

See Exhibit A attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances, and every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

Subject to applicable land use and zoning restrictions, matters that would be disclosed by an accurate survey of the Property, tenants pursuant to written leases, and to easements, reservations and restrictions of record that lawfully apply to the Property, if any, which are specifically not reimposed or extended hereby, and to taxes for the year 2021 and subsequent years.

And the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

TO HAVE AND TO HOLD the Property, together with all rights, privileges and advantages thereunto belonging or appertaining to the Grantee, its successors and assigns, forever.

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Note to Administrator: Consideration for this conveyance is \$15,700,000.00.

IN WITNESS WHEREOF, Grantor has caused these present to be executed and seal(s) to be affixed the day and year first above written.

WITNESSES:

GRANTOR:

PV-PELICAN WALK, LLC,
a Florida limited liability company

By: [Signature]

Print Name: Charles A. Ernst, Jr.

Its: Operating Manager

Print Name: BRAD KARNI

Print Name: Jon Mott

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of August, 2021, by Charles A. Ernst, Jr., as Operating Manager of PV-Pelican Walk, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC, State of Florida

Print name: _____

My commission expires: _____

COPIED

EXHIBIT A TO DEED

Legal Description

The land referred to herein below is situated in the County of Pinellas, State of Florida, and described as follows:

Condominium Units PUG, PUC, PUA, and RUB, NORTH BEACH PLAZA CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 19444, Page 145, as amended from time to time, of the Public Records of Pinellas County, Florida.

Parcel Identification Numbers:

08/29/15/60417/000/1000

08/29/15/60417/000/7000

08/29/15/60417/000/2000

08/29/15/60417/000/0200

UNOFFICIAL COPY

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This Instrument was Prepared By,
Record and Return To:

J. Matthew Marquardt, Esquire
Macfarlane Ferguson & McMullen
625 Court Street, Suite 200
Clearwater, Florida 33756

Property Appraiser Identification No:
08-29-15-60417-000-3000

\$12,500,00.00 Consideration

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 10th day of May, 2022 by **THE CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation and political subdivision of the State of Florida (the "Grantor"), whose mailing address is 600 Cleveland Street, Suite 600, Clearwater, FL 33756, to **SCI PELICAN WALK LLC**, a Florida limited liability company (the "Grantee"), whose mailing address is 100 S Belcher Rd. #7534 Clearwater, FL 33758.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$ 10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, transfer, release, convey and confirm unto Grantee and Grantee's successors, heirs and assigns the real property (the "Property") located in Hillsborough County, Florida, and being more particularly described as follows:

Condominium Unit PUB of North Plaza Condominium, consisting of 450 Public Parking Spaces and associated common elements lying within the following described: Condominium Unit PUB of North Beach Plaza Condominium, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 19444, Page 145, and any amendments thereto, and the plat thereof recorded in condominium Plat Book 159, Page 91, of the Public Records of Pinellas County, Florida, together with its undivided share in the common elements appurtenant thereto.

SUBJECT TO all matters set forth in **Exhibit "A"** attached hereto and made a part hereof, provided that this instrument shall not reimpose same.

TOGETHER with all the tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Property,

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with 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 does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the day and year first above written.

COUNTERSIGNED:

GRANTOR:

THE CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Frank Hibbard
Mayor

By: Jon P. Jennings
Jon P. Jennings
City Manager

Approved as to form:

Attest:

Laura Mahony
Laura Mahony
Senior Assistant City Attorney

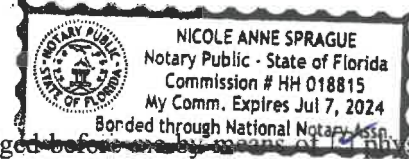
Rosemarie Call
Rosemarie Call
City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day May, 2022, by **Frank Hibbard**, as Mayor of **THE CITY OF CLEARWATER, FLORIDA**, who is personally known to me or who produced _____ as identification.

Nicole Sprague
Name: Nicole Sprague
Notary Public State of Florida
(Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS



The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day May, 2022, by **Jon P. Jennings**, as City Manager of **THE CITY OF CLEARWATER, FLORIDA**, who is personally known to me or who produced _____ as identification.

Nicole Sprague
Name: Nicole Sprague
Notary Public State of Florida
(Seal)

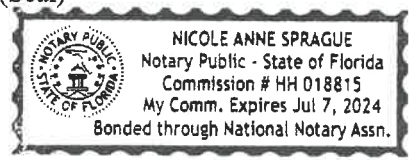


EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
2. Easement for drainage and utilities in favor of City of Clearwater over and across the vacated alley as described in Ordinance No. 4535-88 as set forth in instrument recorded in Book 6688, Page 1361.
3. Development Rights referred to in that Transfer of Density Unit Deed as set forth in instrument recorded in Book 14011, Page 1743.
4. Terms and Provisions of that Notice as set forth in instrument recorded in Book 18576, Page 1762.
5. Terms and Provisions and Conditions of that Agreement for Development of Property (Pelican Walk) as set forth in instrument recorded in Book 18508, Page 1479, as amended and restated in Book 18915, Page 2185, as affected by TRI Party Agreement record in O.R. Book 18990, Page 17.
6. Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy, recorded in Book 19232, Page 2213.
7. Special Density Transfer Warranty Deed recorded in Book 19413, Page 74.
8. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 19444, Page 145 and amended in Book 19565, Page 2152, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

APPROVAL OF TITLE TRANSFER

The Board of Directors of **North Beach Plaza Condominium Association, Inc.** (the "Association") have approved the sale of 490 Poinsettia Ave., Clearwater Beach, FL 33767, by **THE CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation and political subdivision of the State of Florida, Owner, to **SCI PELICAN WALK, LLC**, a Florida limited liability company, known as the Purchaser, in accordance with the statements and the information given to the Association in the application which was provided to the Board of Directors.

All dues and charges owed to the Association are current and paid in full through Sept 30, 2022. 2021 JOA

North Beach Plaza Condominium Association, Inc.

By: Jeremy R. Alleshouse
Print Name: Jeremy R. Alleshouse
As Its: Vice President

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 5th day of May, 2022, by Jeremy R. Alleshouse as Vice President of **North Beach Plaza Condominium Association, Inc.**, who is personally known to me or who produced _____ as identification.



Matthew J. Mytych
Name: Matthew J. Mytych
Notary Public State of Florida
(Seal)

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

COUNTERSIGNED:

Frank Hibbard
Frank Hibbard
Mayor

THE CITY OF CLEARWATER, FLORIDA

By: Jon P. Jennings
Jon P. Jennings
City Manager

Approved as to form:

Laura Mahony
Laura Mahony
Senior Assistant City Attorney

Attest:

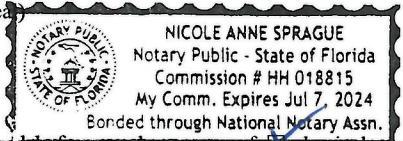
Rosemarie Call
Rosemarie Call
City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day May, 2022, by **Frank Hibbard**, as Mayor of **THE CITY OF CLEARWATER, FLORIDA**, who is personally known to me or who produced _____ as identification.

Nicole Sprague
Name: Nicole Sprague
Notary Public State of Florida
(Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS



The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day May, 2022, by **Jon P. Jennings**, as City Manager of **THE CITY OF CLEARWATER, FLORIDA**, who is personally known to me or who produced _____ as identification.

Nicole Sprague
Name: Nicole Sprague
Notary Public State of Florida
(Seal)



Exhibit "A"

Condominium Unit PUB of North Plaza Condominium, consisting of 450 Public Parking Spaces and associated common elements lying within the following described: Condominium Unit PUB of North Beach Plaza Condominium, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 19444, Page 145, and any amendments thereto, and the plat thereof recorded in condominium Plat Book 159, Page 91, of the Public Records of Pinellas County, Florida, together with its undivided share in the common elements appurtenant thereto.