15.00 Rec
4,320.00 Instr.

(4)

558606

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.0005/3 & 79912.0005/1

Grantor, for and in consideration of the sum of $1.00, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, to-wit:

See Attached Exhibit A

This conveyance is subject to the following:

1. Real estate taxes for 1992.

2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

3. Easements or claims of easements not shown by the public records.

4. The Grantor does not warrant title to any portion of the property consisting of submerged or artificially filled in lands or to any portion of the property lying below the mean high water line.

5. The Grantor does not warrant title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.

6. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.

7. All governmental laws, statutes, ordinances, rules, regulations, resolutions and codes.

Grantor covenants that the herein-described property is vacant land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction

running with the land restricting the use of the property to such uses as Grantee is authorized to make of land which it owns by the Constitution of the State of Florida, the statutes of Florida, and the Town of Longboat Key Code. This restriction shall terminate upon the conveyance of the property by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: July 10, 1992.

Witnesses:

Witness #1 Signature

F. T. HOPKINS
Print Witness #1 Name

Witness #2 Signature

Michael T. Foreman
Print Witness #2 Name

JEROME V. ANSEL

Address of Grantor:

2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10TH day of July, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath.

F. T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

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EXHIBIT "A"

The westerly 400 feet of those portions of Lots 19 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 3 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

ANSEL3.EA

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
JUN 10 11 21 AM '92