I#: 2020385436 BK: 21311 PG: 2366, 12/22/2020 at 12:25 PM, RECORDING 5 PAGES $44.00 D DOC STAMP COLLECTION $4795.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk103815

This instrument was prepared by
and should be returned to:
Thomas N. Henderson, III, Esq.
Hill, Ward & Henderson, P.A.
Bank of America Plaza, Suite 3700
101 East Kennedy Boulevard
Tampa, Florida 33602

685,000.00
15.00
4795.00

**WARRANTY DEED**

**THIS WARRANTY DEED** is made to be effective as of the 21 day of December, 2020, by and between **ALAN C. BOMSTEIN** and **NANCY S. BOMSTEIN**, his wife (as to Parcels 1 and 2), joined by **CREATIVE CONTRACTORS, INC.**, a Florida corporation (as to Parcel 3), whose mailing address is 620 Drew Street, Clearwater, Florida 33755 (collectively, the "**Grantor**"), and the **CITY OF CLEARWATER, FLORIDA**, a Municipal corporation of the State of Florida, whose post office address is P.O. Box 4748, Clearwater, Florida 33758-4748, Attn: City Manager (the "**Grantee**")

**W I T N E S E T H:**

The Grantor, for and in consideration of the sum of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases, and transfers unto the Grantee, its successors and assigns, all that certain land situate in Pinellas County, Florida (the "**Property**"), more fully described as follows:

> See **Exhibit A** attached hereto and incorporated by reference as if fully set forth herein.
>
> Property Appraiser's Tax Numbers: 09-29-15-44352-006-0030, 09-29-15-44352-006-0050, and 09-29-15-44352-006-0070
>
> Subject to the matters set forth on **Exhibit B** attached hereto and incorporated by reference as if fully set forth herein (the "**Permitted Exceptions**").

**TOGETHER** with all the tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the Property, and all the estate, right, title, interest, lien, and equity whatsoever of the Grantor either in law or in equity or both, to the proper use, benefit, and behoof of the Grantee and the Grantee's successors and assigns in fee simple forever.

The Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that it has good, right, and lawful authority to sell and convey the Property; and

the Grantor fully warrants the title to the Property, subject to the matters set forth on **Exhibit B** but without reimposing any such matters.

By acceptance of this deed of conveyance, the Grantee acknowledges that any and all representations, warranties, and covenants of the Grantor are to be interpreted for purposes of this Warranty Deed as having been given separately and independently by each of the parties comprising the Grantor with respect to its own particular parcel or parcels and relate only to that portion of the Property which the particular entity or individuals comprising the Grantor is vested with fee title. All terms and conditions of this Warranty Deed shall be interpreted in accordance with the provisions of this paragraph.

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: ALAN HOLDERITH
(Print or Type Name)

Name: Elaine Whitmire
(Print or Type Name)

Name: ALAN HOLDERITH
(Print or Type Name)

Name: Elaine Whitmire
(Print or Type Name)

Name: ALAN HOLDERITH
(Print or Type Name)

Name: Elaine Whitmire
(Print or Type Name)

**CREATIVE CONTRACTORS, INC.**, a Florida corporation

Alan C. Bomstein, Chief Executive Officer

(Corporate Seal)

(Seal)
Alan C. Bomstein, Individually

(Seal)
Nancy S. Bomstein, Individually

**"GRANTOR"**

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of December, 2020, by Alan C. Bomstein, in his capacity as Chief Executive Officer of Creative Contractors, Inc., a Florida corporation, on behalf of the corporation. He ☑ is personally known to me or ☐ has produced _____ as identification.

ELAINE WHITMIRE
MY COMMISSION # GG 224253
EXPIRES: June 8, 2022
Bonded Thru Notary Public Underwriters

Elaine Whitmire
Notary Public

Elaine Whitmire
(Type, Print or Stamp Name)

My Commission Expires: 6/8/2022

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of December, 2020, by Alan C. Bomstein, and Nancy S. Bomstein, his wife. They ☑ are personally known to me or ☐ have produced _____ _____ as identification.

ELAINE WHITMIRE
MY COMMISSION # GG 224253
EXPIRES: June 8, 2022
Bonded Thru Notary Public Underwriters

Elaine Whitmire
Notary Public

Elaine Whitmire
(Type, Print or Stamp Name)

My Commission Expires: 6/8/2022

**EXHIBIT A**

PARCELS 1 and 2:

The East 1/2 of Lot 2; all of Lot 3; Lot 6 LESS the North 62.5 feet thereof; and that part of Lots 4 and 5 lying West of ACL Railroad Right-of-Way, Block 6, Jones Subdivision of Nicholson's Addition to Clearwater Harbor, according to the map or plat thereof as recorded in Plat Book 1, Page 13, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, TOGETHER WITH that certain vacated alley lying between Lots 3, 4, 5, and 6, as more fully described in Official Records Book 1522, Page 34, of the Public Records of Pinellas County, Florida.

PARCEL 3:

Lots 7 and 8, and the North 1/2 of Lot 6, Block 6, Jones Subdivision of Nicholson's Addition to Clearwater Harbor, according to the map or plat thereof, as recorded in Plat Book 1, Page 13, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS and EXCEPT that portion conveyed in the Warranty Deed recorded in Official Records Book 11252, Page 1702, of the Public Records of Pinellas County, Florida.

## EXHIBIT B

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property which would be disclosed by an accurate and complete land survey of the Property.

3. Easements, reservations, restrictions, and other matters shown or stated on Plat recorded in Plat Book 1, Page 13, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

4. Covenants, restrictions, and utility easements of record.

5. Any claim that any portion of the Property is sovereign lands of the State of Florida, including submerged, filled, or artificially exposed lands accreted to the Property.