

19.50

93022802

RECORDING

15.00

93035645

THIS DEED IS BEING RE-RECORDED  
TO ATTACH THE LEGAL DESCRIPTION.

DOC. STAMPS

.70

WARRANTY DEED TO TRUSTEE  
PURSUANT TO SECTION 689.071, FLORIDA STATUTES

This Warranty Deed To Trustee is made by ALICE SKLAR, hereinafter referred to as "Grantor," to DAVID S. BAND, as Trustee of the Alice Sklar Irrevocable Trust U/A dated November 25, 1992, whose Social Security Number is [REDACTED] and whose post office address is 240 S. Pineapple Avenue, Sarasota, Florida 34236, hereinafter referred to as alternately as "Grantee" and "Trustee."

W I T N E S S E T H :

Grantor, 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, hereby conveys to Grantee, the following described property in Sarasota County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Identification Number for the above described real property is 449120086.

Subject to valid easements, reservations and restrictions of record and taxes for the current year and subsequent years.

THIS DEED WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH.

The terms Trustee and Grantee are used for singular or plural, as context requires.

Full power and authority is hereby granted to the Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the property, or any part thereof, to lease the property or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the property, or any part thereof, for

TRANS NUM:00208039

DOC STAMPS PD: \$.70

INTANG. TAX PD: \$.00

KAREN E RUSHING SARASOTA CO.

BY: [Signature] D.C.

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BOOK 2492 PAGE 2488

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RETURN TO: ABEL, BAND, ET AL / PM

other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the property or any part thereof, and to deal with the property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the property shall be as Trustee of an express trust and not individually and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the property; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by the Trustee or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with the Trustee in relation to the property, or to whom the property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or instrument, (a) that at the time of the delivery thereof the trust created by this Deed and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors



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in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable in or to the property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

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 hereby fully warrants the title to the property and will defend the title against the lawful claims of all persons whomsoever.

Executed on the 22 day of December, 1992.

WITNESSES:

Dorothy A. DeWitt  
Print Name Dorothy A. DeWitt  
Barbara J. Middleton  
Print Name Barbara J. Middleton

Alice Sklar  
ALICE SKLAR  
Address 1964 Mid Ocean Circle  
Sarasota, FL 34239

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of December, 1992 by ALICE SKLAR, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

Dorothy A. DeWitt  
Notary Public Dorothy A. DeWitt  
Print Name \_\_\_\_\_

My Commission Expires:

OFFICIAL NOTARY SEAL  
DOROTHY A DE WITT  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC221328  
COMMISSION EXP. SEPT 19, 1996

This Instrument Prepared by  
George H. Mazzarantani, Esquire/tw  
Abel, Band, Russell, Collier,  
Pitchford & Gordon, Chartered  
P.O. Box 49948  
Sarasota, Florida 34230-6948  
(GHH\TLW28\953-10\NOT.2)

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RECORD VERIFIED  
93 MAR -1 PM 3:34  
KAREN E. RUSKING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

**EXHIBIT "A"**

A Parcel of Land lying in Section 28, Township 39 South, Range 19 East, Sarasota County, Florida and being more particularly described as follows:

Commence at the Intersection of the Southerly Right of Way line of Seminole Drive and the Westerly Right of Way line of U.S. #41 Tamiami Trail, Thence, along the Westerly Right of Way line of U.S. #41 Tamiami Trail, South 34°09'10" East, (on an assumed bearing) 920.48 feet to the POINT OF BEGINNING, Thence, continue along the said Westerly Right of Way line of U.S. #41 Tamiami Trail for the next (3) three calls, South 34°09'10" East, 128.00 feet, Thence, along a jog in the Right of Way line, South 55°50'50" West, 5.00 feet, Thence, South 34°09'10" East, 87.00 feet, Thence, leaving the Westerly Right of Way line of U.S. #41 Tamiami Trail, South 55°50'50" West, 185.00 feet to a Point on the Easterly line of the Plat of "SOUTH VENICE, UNIT 32" as recorded in Plat Book 6 at Page 86 of the Public Records of Sarasota County, Florida, Thence, along the Easterly line of the said Plat of "SOUTH VENICE, UNIT 32", North 34°09'10" West, 215.00 feet, Thence, North 55°50'50" East, 190.00 feet to the POINT OF BEGINNING and containing 0.9283 Acres, more or less.

Subject to Easements and Rights of Way of Record which are not shown hereon.

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93 MAR 31 PM 5:11  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL