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1950
8715.00

This instrument prepared by:
Jeffrey S. Kannensohn, Esquire
PORTER, WRIGHT, MORRIS & ARTHUR
4501 Tamiami Trail North, Suite 400
Naples, FL 34103-3013

Receipt #: 000000524272-02
Doc Stamp-Deed : 8715.00
Karen E. Rushing, Sarasota Co
By: _____ D.C.

Property Tax I.D. No.: 20760520004

Grantee's Tax I.D. [redacted]

WARRANTY DEED

THIS INDENTURE is being executed effective the 17th day of September 1997, by **CNL INCOME FUND VI, LTD.**, a Florida limited partnership, whose post office address is 400 East South Street, Suite 500, Orlando, Orange County, Florida 32801 (hereinafter referred to a s "Grantor") to **SAM A. IDELSON, TRUSTEE and DORIS R. IDELSON, TRUSTEE**, as Tenants in Common, with full power and authority either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of any real property pursuant to Florida Statute Section 689.071 (hereinafter collectively referred to as the "Grantee"), whose post office address is: c\o Charles K. Idelson, 12730 New Brittany Boulevard, 2nd Floor, Fort Myers, Florida 33907.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain real property situate and being in Sarasota County, Florida (hereinafter referred to as the "Property"), and being more particularly described as follows:

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

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

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 the Grantor has good right and lawful authority to sell and convey the Property, and hereby fully warrants the title to the Property, and will defend the same against the lawful claims of all persons whomsoever. This conveyance is subject to taxes accruing subsequent to December 31, 1996, and to easements, restrictions, agreements, conditions, limitations,

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reservations and matters of record, if any, but this reference to the forgoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered in its name by its general partner thereunto duly authorized, and has intended this instrument to become effective as of the day and year first above written.

Signed and delivered
in our presence:

CNL INCOME FUND VI, LTD., a Florida limited partnership

Mary Lee Stallings
Print Name: Mary Lee Stallings

Wakamba K. Wise
Print Name: Wakamba K. Wise

By: Robert
Robert A. Bourne, As Its General Partner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of September 1997, by Robert A. Bourne, as General Partner of CNL INCOME FUND VI, LTD., a Florida limited partnership, on behalf of the partnership, [X] who is personally known to me or [ ] who produced a driver's license as identification.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
SUSAN M SCHNABEL
My Commission CC340706
Expires Mar 29, 1998
Bonded by HAI
800-422-1555

Susan M. Schnabel
NOTARY PUBLIC
Printed Name: Susan M. Schnabel
My Commission expires: 3/29/98

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

The Land is described as follows:

A parcel of land in Section 7, Township 39 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

PARCEL-I:

Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 39 South, Range 19 East, Sarasota County, Florida; thence South 00°10'17" West along the west line of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 7, a distance of 25.00 feet to the Point of Beginning; thence continue South 00°10'17" West along said line, 143.12 feet; thence South 89°49'43" East, parallel to the north line of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 7, 351.73 feet to the west right of way of State Road No. 45 by-pass; thence northwesterly along said right of way along a curve deflecting to the left and having a radius of 1829.86 feet an arc distance of 171.76 feet, the chord of which bears North 33°21'45" West, a distance of 171.70 feet to a point 25.00 feet south of the north line of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4; thence North 89°49'43" West along a line which is parallel to the north line of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 7, 256.88 feet to the Point of Beginning.

AND

PARCEL II:

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 39 South, Range 19 East, Sarasota County, Florida for a Point of Beginning; thence South 00°10'17" West along the west line of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 7, a distance of 25.00 feet; thence South 89°49'43" East, parallel to the north line of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 7, 256.88 feet to the west right of way of State Road No. 45 by-pass; thence northwesterly along said right of way to a point on the north line of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4; thence North 89°49'43" West along said line to the Point of Beginning.

AND

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

PARCEL III:

All rights and easements for pedestrian and vehicular access and ingress and egress as set forth in (i) that certain Quit-Claim Deed dated June 20, 1980 from Mildred M. Baynard and Lester B. Baynard as the majority of the last surviving directors, as trustees of Venice Land Co., a dissolved Florida corporation, to all adjacent property owners and to the public in general, recorded in Official Records Book 1379, at Page 1959, of the Public Records of Sarasota County, Florida; and (ii) that certain Confirmation and Grant of Easement dated July 12, 1989, by and between Mildred M. Baynard and Lester B. Baynard, constituting a majority of the last board of directors of Venice Land Co., a dissolved Florida corporation (the "Company"), and as such constituting the surviving trustees of the Company (the "Trustees"), and Michael J. Lembo (the "Grantee"), recorded in the Public Records of Sarasota County, Florida, on, over and across the following described real property situate, lying and being in Sarasota County, Florida, to-wit:

That portion of the following described lands lying East of the West line of the SE 1/4 of the NE 1/4 of the NE 1/4 of Section 7, Township 39 South, Range 19 East, Sarasota County, Florida, and more particularly described as follows:

The South 25 feet of that part of the N 1/2 of the NE 1/4 of Section 7, Township 39 South, Range 19 East, lying West of U.S. Highway No. 41 By-Pass and East of Seaboard Coast Line Railroad Right-of-Way.

Such easement property subject to the rights of the public in general for ingress, egress and access for pedestrian and vehicular traffic, the rights of adjacent property owners for ingress, egress and access for vehicular and pedestrian traffic, and any dedication thereof under the terms of and as provided in Section 95.361 of the Florida Statutes.