

OFFICIAL RECORDS  
INSTRUMENT # 1998085024 6 PGS

Tax I.D. Number: Parcel I - 503160006  
Parcel II - 853120005

Doc Stamp-Deed: 5,177.20  
KAREN E. RUSHING SARASOTA COUNTY  
By: *[Signature]* D.C. Receipt #:012116

Prepared by:  
Jeffrey S. Kannensohn, Esquire  
Porter, Wright, Morris & Arthur  
4501 Tamiami Trail North, Suite 400  
Naples, Florida 34103-3013

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1998085024 6 PGS  
1998 JUN 29 10:13 AM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

**SPECIAL WARRANTY DEED**

**BARNETT BANK, NATIONAL ASSOCIATION**, a national banking association, as successor by merger with Barnett Bank of Southwest Florida, successor by merger with Barnett Bank of Southwest Florida, N.A., successor by merger with Englewood Bank and Trust, a Florida corporation ("Grantor"), whose address is 400 Ashley Street, 8th Floor, Tampa, Florida 33602, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto, **THE HUNTINGTON NATIONAL BANK**, a national banking association ("Grantee"), whose address is Finance Department, Attn: Bernard Cason, [HC0622], 41 South High Street, Columbus, Ohio 43215, in fee simple, that certain land located in Sarasota County, Florida, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's heirs, successors and assigns forever. And Grantor hereby covenants with Grantee that, except as above noted, that at the time of the delivery of this Special Warranty Deed the Property was free from all encumbrances made by it 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.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY

Property Control No. 17



OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING AND DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS, WASTES OR SUBSTANCES DEFINED IN ANY FEDERAL, STATE OR LOCAL LAWS OR ANY OTHER SPECIALLY REGULATED MATERIALS INCLUDING, BUT NOT LIMITED TO, ASBESTOS, PETROLEUM PRODUCTS, POLYCHLORINATED BIPHENYL, OR RADON GAS. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. THE FOREGOING PROVISIONS IN THIS PARAGRAPH ARE SUBJECT TO THOSE SPECIFIC REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY CONTAINED IN THE PURCHASE AND ASSUMPTION AGREEMENT DATED DECEMBER 8, 1997, ENTERED INTO BY OR FOR THE BENEFIT OF GRANTOR OR GRANTEE.

Ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 26 day of June 1998.

WITNESSES:

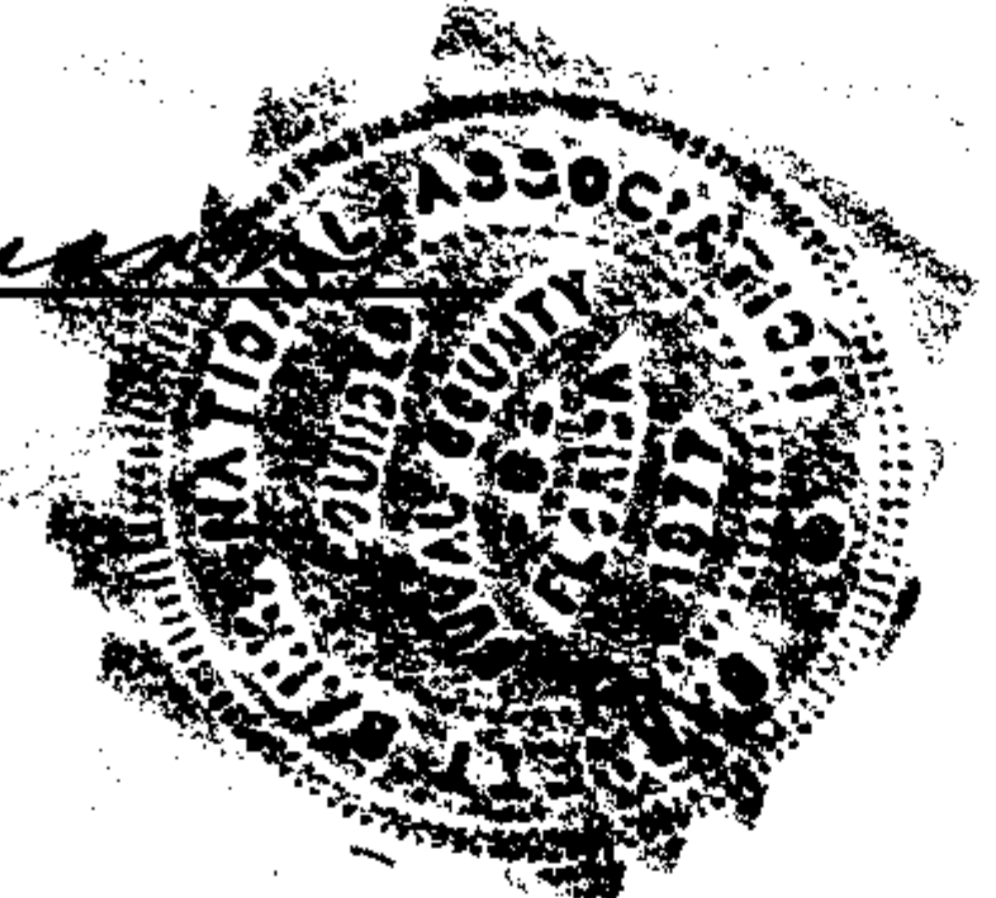
BARNETT BANK, NATIONAL ASSOCIATION, a national banking association

[Signature]  
Name: Patricia Sporis

By: [Signature]  
Name: MONICA L. AMMANN  
Title: Senior Vice President

[Signature]  
Name: S.B. Miller

(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on June 10 1998, by MONICA L. AMMANN, as Senior Vice President of BARNETT BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of the association. She is personally known to me ~~or has~~ produced \_\_\_\_\_ as identification:

  
\_\_\_\_\_  
Name: \_\_\_\_\_

NOTARY PUBLIC, State of Florida

Serial Number (if any) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)



NAPLES/0072363.16



**PARCEL I:**

**Lots 13, 14 and 15, Block 1, Allenwood Subdivision, as recorded in Plat Book 8, Page 72, Public Records of Sarasota County.**

**LESS AND EXCEPT that portion conveyed to the State of Florida for the State Road 775 road right-of-way by deeds recorded in O.R. Book 211, Page 355 and in O.R. Book 211, Page 363, Public Records of Sarasota County, Florida.**

**PARCEL II:**

**Commence at the Northwest corner of Section 31, Township 40 South, Range 20 East, Sarasota County, Florida; thence South 00°42'11" West, along the West line of said Section 31, a distance of 1998.44 feet; thence South 88°28'49" East 50 feet for a Point of Beginning; thence South 88°28'49" East 629.11 feet, said point lying on the Westerly line of an existing 20 foot pipeline easement to the Englewood Water District; thence South 01°05'11" West along the Westerly line of said 20 foot easement 375.45 feet to an iron pipe; thence North 89°11'08" West 626.72 feet to an iron pipe, said pipe being in the Easterly right-of-way line of State Road 775; thence Northerly along said right-of-way line 383.07 feet to the Point of Beginning.**

**All being a part of Lot 8, Prospect Park, recorded in Plat Book 1, Page 98, of the Public Records, and lying in Section 31, Township 40 South, Range 20 East, Sarasota County, Florida.**

**File No: FL97-11130  
PROPERTY CONTROL NO. 17**

*DR*

AGENT'S FILE NO.: FL97-11130  
CONTROL NO. 17

EXHIBIT "B"

1. Taxes and assessments for the year of closing and all subsequent years.
2. Any and all unrecorded leases, if any and rights of parties therein.
3. Drainage easement to County of Sarasota, a Florida political subdivision, as disclosed in Fee Simple Deed from Randolph Calhoun and Ila Calhoun, husband and wife, dated June 20, 1956, recorded June 25, 1956 in Deed Book 384, Page 106, Sarasota County Records. (Affects Parcel II)
4. Parcel II is subject to a 45 foot wide drainage easement to the State Road Department, as shown on State Road No. 775 Right-of-Way Maps, Section 17050-2107, and described as Parcel No. 210-R, as disclosed in Warranty Deed from Ila Pauline Calhoun, an unremarried widow, and John Randolph Calhoun, a single man, to Englewood Bank, a Florida banking corporation, dated August 10, 1971, recorded August 11, 1971 in O.R. Book 911, Page 675, Sarasota County Records. (Affects Parcel II)
5. An E/E easement for ingress and egress over and across the Easterly 70 feet of the insured Parcel II herein, as disclosed in Warranty Deed from Ila Pauline Calhoun, an unremarried widow, and John Randolph Calhoun, a single man, to Englewood Bank, a Florida banking corporation, dated August 10, 1971, recorded August 11, 1971 in O.R. Book 911, Page 675; and as affected by O.R. Book 967, Page 1559, Sarasota County Records. (Affects Parcel II), and which easement was reserved in Warranty Deed recorded in O.R. Book 967, Page 1559, Sarasota County Records.

CONTINUED ON NEXT PAGE

JR

6. Terms and conditions of the Easements Agreement for ingress, egress, drainage utilities and pipeline by and between Englewood Bank and Trust, a Florida corporation and Sarasota Associates, Ltd., a Florida limited partnership, dated March 12, 1982, recorded March 17, 1982 in O.R. Book 1499, Page 1794; as affected by:  
Amendment to Easement Agreement, dated March 16, 1984, recorded March 27, 1984 in O.R. Book 1665, Page 1908; and  
Corrective Easement, dated May 9, 1984, recorded May 14, 1984 in O.R. Book 1680, Page 698, Sarasota County Records. (Affects Parcel II)
7. Easement to Florida Power & Light, dated February 27, 1962, recorded March 21, 1962 in O.R. Book 357, Page 687, Sarasota County Records.
8. Rights of the public over that certain twenty five (25) foot unrecorded easement for ingress and egress by occupation, as plat of Quail's Run Condominium, Condominium Book 9, Page 8, Sarasota County Records.
9. Matters shown on Survey by JOHN H. FISHER, P.S.M. of WILSON, MILLER, BARTON & PEEK, INC., dated February 18, 1998, revised May 5, 1998, Project No. 02964-003-000.

Ja