

OFFICIAL RECORDS
INSTRUMENT # 1998085047 7 PGS

Tax I.D. Number: 2027060053
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Doc Stamp-Deed: 165,552.8
KAREN E. RUSHING SARASOTA COUNTY
By: *KER* D.C. Receipt #:012135

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 # 1998085047 7 PGS
1998 JUN 29 10:29 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SPECIAL WARRANTY DEED

SUNCOAST ADVERTISING COMPANY, INC., a Florida corporation ("Grantor"), whose address is 400 North Ashley Drive, 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. 23

Parcels I and IV



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 26th day of June 1998.

WITNESSES:

SUNCOAST ADVERTISING COMPANY, INC., a Florida corporation

Reta J. Drysen
Name: Reta J. Drysen

By: C. Michael Collins
Name: C. Michael Collins
Title: President

Margaret S. Gehle
Name: MARGARET S. GEHLE

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on June 2, 1998, by C. MICHAEL COLLINS, as President of SUNCOAST ADVERTISING COMPANY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(SEAL)

Margaret S. Gehle
Name: MARGARET S. GEHLE
NOTARY PUBLIC, State of Florida
Serial Number (if any) CC#690752
My Commission Expires: 12/22/01



NAPLES/0072363.15


PARCEL I: BARNETT BANK CENTER PHASE I

A parcel of land being bounded on the Northeast by the Southwesterly Right-of-Way line of Pineapple Avenue, on the Southeast by the Northwesterly Right-of-Way line of Ringling Boulevard, and lying in Lots 5, 7 and 9 of Block "E" together with the Right-of-Way of the former Seaboard Air Line Railroad (now defunct), according to the Plat of Gillespie Place, a Resubdivision of Blocks "C" and "D" of Plat of Sarasota, recorded in Plat Book 1, Page 11A, of the Public Records of Sarasota County, Florida, and also lying in Lots 16 and 18 of Block "D" of the Town of Sarasota, recorded in Plat Book 1, Page 21, of the Public Records of Manatee County, Florida, lying Easterly of said Seaboard Air Line Railroad Right-of-Way, all being more particularly described as follows:

Commence at the Northeasterly corner of Lot 1 of said Block "E", Plat of Gillespie Place, said corner being the intersection of the Southwesterly Right-of-Way line of Pineapple Avenue with the Southeasterly Right-of-Way line of McAnsh Square; thence South 37°45'01" East along the Southwesterly Right-of-Way line of Pineapple Avenue for 120.67 feet to the Point of Beginning of the herein described parcel; thence continue South 37°45'01" East for 34.47 feet to a point of intersection with the former Right-of-Way of said S.A.L. Railroad; thence South 30°30'00" East along the Southwesterly Right-of-Way line of Pineapple Avenue and the Northeasterly line of Block "D" of said Town of Sarasota for 191.68 feet to the Southeast corner of Lot 18, said corner being the intersection of the Southwesterly Right-of-Way line of Pineapple Avenue with the Northwesterly Right-of-Way of Ringling Boulevard; thence South 61°30'00" West along the Northwesterly Right-of-Way line of Ringling Boulevard for 151.98 feet; thence North 28°30'00" West for 85.00 feet; thence South 61°30'00" West for 17.41 feet; thence North 28°30'00" West for 140.58 feet; thence North 61°30'00" East for 157.16 feet to the Point of Beginning.

The above described parcel of land situate, lying and being in the City of Sarasota, Sarasota County, Florida.



PARCEL IV: PARKING GARAGE PHASE

A parcel of land being bounded on the Northwest by the Southeasterly Right-of-Way line of McAnsh Square, and lying in Lots 7, 9, 11, 13, 15, 17 and 19 of Block "E", according to the Plat of Gillespie Place, a Resubdivision of Blocks "C" and "D" of Plat of Sarasota, recorded in Plat Book 1, Page 11A, of the Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeasterly corner of Lot 1 of said Block "E", Plat of Gillespie Place, said corner being the intersection of the Southwesterly Right-of-Way line of Pineapple Avenue with the Southeasterly Right-of-Way line of McAnsh Square; thence South $54^{\circ}07'46''$ West along the Southeasterly Right-of-Way line of McAnsh Square for 138.92 feet to the Point of Beginning of the herein described parcel; thence South $28^{\circ}30'00''$ East for 160.70 feet; thence South $61^{\circ}30'00''$ West for 218.00 feet; thence North $28^{\circ}30'00''$ West for 132.50 feet to an intersection with the Southeasterly Right-of-Way line of McAnsh Square; thence North $54^{\circ}07'46''$ East along the Southeasterly Right-of-Way line of McAnsh Square for 219.82 feet to the Point of Beginning.

The above described parcel of land situate, lying and being in the City of Sarasota, Sarasota County, Florida.

DR

Agent's File No.: FL97-1113W
Customer Reference: PROPERTY CONTROL NO. 23

EXHIBIT "B"

1. Taxes and assessments for the year of closing and all subsequent years.
2. Easement Deed granted to City of Sarasota, a Florida municipal corporation, from Barnett Banks of Florida, Inc., a Florida corporation, dated August 23, 1984, recorded March 1, 1985 in O.R. Book 1756, Page 1847, SARASOTA County Records. (Affects Parcel I.)
3. Terms and conditions of the Barnett Bank Centre Parking Garage Agreement and Restrictive Covenant between and declared by Barnett Banks of Florida, Inc., a Florida corporation and JBS, LTD., a Florida limited partnership, dated May 22, 1985, recorded May 24, 1985 in O.R. Book 1781, Page 1179, SARASOTA County Records.
4. Easement Deed granted to City of Sarasota, a Florida municipal corporation, from Barnett Banks of Southwest Florida and Suncoast Advertising Co., dated December 6, 1988, recorded March 1, 1989 in O.R. Book 2119, Page 2073, SARASOTA County Records. (Affects Parcel I.)
5. Easement Deed granted to City of Sarasota, a Florida municipal corporation, from Suncoast Advertising, Inc., dated July 17, 1989, recorded July 24, 1989 in O.R. Book 2138, Page 2040, SARASOTA County Records. (Affects Parcel I.)
6. Grant of Easement granted to Storer Cable TV of Florida Inc., from Suncoast Advertising, Inc., a Florida corporation, recorded November 6, 1989 in O.R. Book 2164, Page 598, SARASOTA County Records. (Affects Parcel I)
7. Subject to any and all matters as recited on the Plat of Gillespie Place recorded in Plat Book 1, Page(s) 11A, SARASOTA County Records.
8. Subject to any and all matters as recited on the Plat of Town of Sarasota recorded in Plat Book 1, Page(s) 21, SARASOTA County Records.
9. Any and all unrecorded leases, if any, and rights of parties therein.

CONTINUED ON NEXT PAGE

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10. EASEMENT granted to Florida Power & Light Company, recorded in O.R. Book 1855, Page 1758, SARASOTA County Records. (Affects Parcel I.)
11. Matters shown on survey by John H. Fisher of WILSON, MILLER, BARTON & PEEK, INC., dated February 27, 1998, last revised April 20, 1998, Project No. 02964-003-000.