This Instrument Prepared By:
Jan Walters Pitchford, Esquire
Abel, Band, Russell, Collier,
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P.O. Box 49948
Sarasota, FL 34230-6948

RECORDED IN OFFICIAL RECORDS

INSTRUMENT # 1999024248 4 PGS

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KAREN E. RUSHING

CLERK OF CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

FMILLER Receipt#079235

Doc Stamp-Deed: 5,133.80

# WARRANTY DEED TO TRUSTEE PURSUANT TO FLORIDA STATUTE §689.071

This Warranty Deed To Trustee is made by Waterford North, Inc., a Florida corporation, hereinafter referred to as "Grantor," to Edward L. Kalin, as Trustee of the Edward L. Kalin Revocable Trust u/a dated November 27, 1995, whose Social Security Number is N/A, and whose post office address is 5252 S. Tamiami Trail Sarasota, Florida 34231, hereinafter referred to alternately as "Grantee" and "Trustee."

#### <u>WITNESSETH</u>:

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, an undivided 2/3rds interest in the following described property in Sarasota County, Florida:

See Exhibit "A" annexed hereto.

The Identification Number for the above described real property is 03780080004.

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

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

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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 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,

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lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors 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 15 day of rebruce 1999.

WITNESSES:	Water	ford North, Inc, a Florida corporation
100 Witcher	] By: <u>C</u>	) Shall 40 Sla_
Print Name Jan W. Pitchford		Michael W. Miller, as its president
$\mathcal{W}$ ) $\sim$ $\mathcal{U}$	Addre	ss: 395 Commercial Court Suite A
Muya J. Fleine	_	Venice, Florida 34292
Print Name Loura F. Gaires	_	
STATE OF FLORIDA		
COUNTY OF SARASOTA		
The foregoing instrument was ackn	lowledged before	e me this 18 day of February
1999, by Michael W. Miller, as President of		
of the corporation.		
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		VIII MAN
	Notar	Vame: Jan W. Pitch ford
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	My Co	ommission Expires:
Personally Known V (OR) Produced Ide	entification	
Type of identification produced	\110111\day	
- ) b		Jan Walters Pitchford
		Notary Public, State of Florida My Comm. Expires Nov 20, 2000
419994	2	Bonded Thru: Official Note:
v.1	5	Jan Walters Pitchford
		My Control State of Florida  My Control State of Florida
		Bonded Thru: Official Notary Service
		1-(800) 723-0121

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#### EXHIBIT "A"

An undivided 2/3 interest in the following property:

Lots 13A, 13B, 14A, 14B, 15A, 15B, 17A, 17B, 18A, 18B, 19A and 19B, LAUREL INTERCHANGE BUSINESS CENTER, according to the plat thereof, recorded in Plat Book 37, Pages 16, 16A and 16B of the Public Records of Sarasota County, Florida.