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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#122056
Doc Stamp-Deed: 10,780.70

Prepared by and
AFTER RECORDING RETURN TO:

Susan Fleming Bennett, Esquire
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
P.O. Box 3299
Tampa, FL 33601-3299

Property Folio Number 0408-04-0129

(RESERVED)

SPECIAL WARRANTY DEED

BANK OF AMERICA, N.A., a national banking association, formerly known as NationsBank, N.A., successor to Barnett Bank, N.A., Barnett Bank of Tampa, First Florida Bank, N.A., First National Bank of Florida, Venice-Nokomis Bank and Trust Company, and Venice-Nokomis Bank, whose address is 400 North Ashley Drive, FL1-010-08-01, Tampa, Florida 33602 ("Grantor"), 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 **JACKSONVILLE TOWER ASSOCIATES, LLC**, a Delaware limited liability company, whose address is 501 Brickell Key Drive, Suite 509, Miami, Florida 33131 ("Grantee"), its successors and assigns 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"), 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.

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 same unto Grantee and Grantee's heirs, successors and assigns forever. And Grantor hereby covenants with Grantee that it is lawfully seized of said Property in fee simple; that it has good right and lawful authority to sell and convey said Property, and that except as above noted, it fully warrants and will defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE 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, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE QUALITY, PHYSICAL CONDITION OR THE VALUE OF THE PROPERTY, THE ENVIRONMENTAL ASPECTS OF THE PROPERTY, THE INCOME OR EXPENSES FROM OR OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS OR REGULATIONS EXCEPT THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE ACKNOWLEDGES THAT GRANTOR EXPRESSLY DISCLAIMS AND NEGATES, AS TO THE PROPERTY: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS; (D) ANY IMPLIED OR EXPRESS WARRANTY WITH RESPECT TO



THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS COMPLIANCE WITH ANY ZONING, BUILDING, ENVIRONMENTAL, OSHA, OR OTHER RULES, REGULATIONS, LAWS OR STATUTES OF ANY JURISDICTION APPLICABLE TO THE PROPERTY, THE PROJECTED FINANCIAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE INCOME OR EXPENSES THEREOF OR OCCUPANCY RATES THEREFOR) OR THE USES PERMITTED ON THE PROPERTY, OR THE PROPERTY'S COMPLIANCE WITH ANY RESTRICTIVE COVENANTS AND/OR OTHER APPLICABLE DEVELOPMENT REQUIREMENTS, OR ANY OTHER MATTER OR THING RELATING TO THE PROPERTY OR ANY PORTION THEREOF. 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.

Ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 1st day of January, 1999.

Signed, sealed and delivered
in the presence of two witnesses:

BANK OF AMERICA, N.A.,
a national banking association

WITNESSES:

Beverly A. Lopley-Rush
Name: BEVERLY A. LOPLEY-RUSH

By: Monica L. Ammann
Name: Monica L. Ammann
Title: Senior Vice President

Annette S. Ryan
Name: Annette S. Ryan

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on July 2, 1999, by Monica L. Ammann as Senior Vice President of **BANK OF AMERICA, N.A.**, a national banking association, on behalf of the association, who is personally known to me.

Annette S. Ryan
Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

(SEAL)

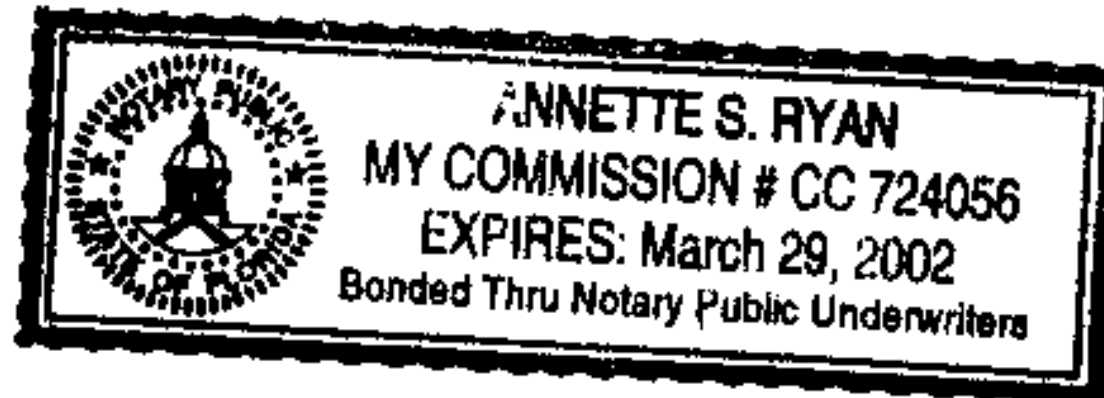


EXHIBIT A

PROPERTY

LOTS 1, 2, 3, 4, 5, 6, 7, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, BLOCK 43, GULF VIEW SECTION OF VENICE, AS RECORDED IN PLAT BOOK 2, PAGE 77, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THE NORTH ONE-HALF (1/2) OF THE VACATED ALLEY ABUTTING LOTS 1 THROUGH 7, INCLUSIVE, ON THE SOUTH, AND THE SOUTH ONE-HALF (1/2) OF THE VACATED ALLEY ABUTTING LOTS 21 THROUGH 37, INCLUSIVE, ON THE NORTH.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF NORTH NASSAU STREET, A DISTANCE OF 250.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37; THENCE N.89°58'49"W. ALONG THE NORTH RIGHT OF WAY LINE OF WEST VENICE AVENUE, A DISTANCE OF 425.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 21 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 125.00 FEET TO A POINT ON THE CENTERLINE OF THAT CERTAIN CLOSED ALLEY, VACATED BY RESOLUTION NO. 221-70, RECORDED IN OFFICIAL RECORDS BOOK 868, PAGE 251 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.89°58'49"E. ALONG SAID CENTERLINE, A DISTANCE OF 45.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S.89°58'49"E. ALONG THE SOUTH RIGHT OF WAY LINE OF WEST TAMPA AVENUE, A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

**PERMITTED EXCEPTIONS
TO DEED**

1. Taxes for the year 1999, not yet due and payable, and any taxes and assessments levied or assessed subsequent to the effective date hereof.
2. Easement in favor of Venice West, Inc. for walkway, plantings, driveway and parking purposes recorded in Official Records Book 1067, Page 957, of the Public Records of Sarasota County, Florida.
3. Reservations set forth on Plat of Venice Gulf View Section recorded in Plat Book 2, pages 77 and 77A, of the Public Records of Sarasota County, Florida.
4. Rights of Tenants, as Tenants only, under unrecorded leases.