

① This instrument prepared by:

7 D. R. Fullerton, Esq.  
ExxonMobil Oil Corporation  
3225 Gallows Road  
Fairfax, VA 22037-0001

✓ After recording return to:  
STEWART NATIONAL TITLE SERVICES  
Attn: Susan D. Ashley  
1980 Post Oak Blvd., Suite 610  
Houston, Texas 77056

RETURN TO:

~~STEWART TITLE GUARANTY CO~~  
3402 WEST CYPRESS, SUITE 100  
TAMPA, FL 33607  
FILE NO. 03-4219

-SPACE ABOVE THIS LINE FOR RECORDER'S USE -

SPECIAL WARRANTY DEED

STATE OF FLORIDA §  
COUNTY OF SARASOTA §

KNOW ALL MEN BY THESE PRESENTS:

THAT EXXONMOBIL OIL CORPORATION, formerly known as Mobil Oil Corporation, a New York corporation, having an office at 3225 Gallows Road, Fairfax, Virginia, 22037-0001, ("Grantor") for and in consideration of the sum of Four Hundred Fifty Seven Thousand Three Hundred AND NO/100 DOLLARS (\$457,300.00) cash to it in hand paid by A M J OIL COMPANY, INC., a Florida corporation, located at 5411 Stirling Road, Davie, Florida 33314 ("Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") in the City of Venice, County of Sarasota, State of Florida, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and existing leases, easements, encumbrances, rights-of-way, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property.

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer and distribution of products, including, without limitation, motor vehicle fuel and petroleum products which contain petroleum hydrocarbons and used oil and that such substances may have been released or discharged on the Property.

The Grantee, for itself, its successors and assigns, covenants and agrees that the Property will be used for commercial purposes and that neither the Property herein conveyed nor any part thereof shall at any time from the date of this deed forward be used for residential, hospital, child care, playground, non-vocational school or agricultural uses nor shall the Property nor any portion thereof be used for the construction or installation of basements or any water wells for drinking or irrigation purposes; that this covenant shall survive delivery of this deed; that this covenant and agreement shall run with the land herein conveyed and that a similar restrictive covenant shall be inserted in any deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2004000963 7 PGS  
2004 JAN 16 11:38 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CFOLKINS Receipt#423982

Doc Stamp-Deed: 12,266.80



2004000963

33.00  
12,266.80



Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil, water, or groundwater on and under the Property. The written reports setting forth the results of such assessment has been provided to Grantee. The report reflects the reported levels of petroleum hydrocarbons in the soil and groundwater on the Property as of the date of the report. As used in this Deed, the term "Baseline Condition" in reference to the Property means the levels of petroleum hydrocarbons established in the most recent report setting forth the results of Grantor's environmental assessments, as such levels may be reduced by Grantor's remediation activities. If further testing or remediation of petroleum hydrocarbons is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as Grantor reasonably deems appropriate based on the results of such additional testing.

Grantor will undertake remediation of the Baseline Condition as necessary at its sole cost and expense as required under applicable laws, regulations or government orders. Grantor will have no obligation for remediation or investigation of the Baseline Condition beyond that which is required by applicable Governmental Authorities. Grantee will be responsible for investigation and remediation of any petroleum hydrocarbons or other contamination released or discharging or migrating the Property after the date of this Deed. If, after the date of this Deed but before Grantor has completed its remediation of the Baseline Condition a release or discharge of petroleum hydrocarbons or other contaminants occurs beyond the Baseline Condition on the Property Grantee shall promptly notify Grantor and the appropriate governmental authorities. Grantee will pay to Grantor its prorata share of Grantor's increased cost of remediation attributable to such release or discharge.

Grantee will assign to Grantor any and all right, claim or interest which the Grantee or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition.

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding any investigation or remedial work by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and Grantee will provide to each other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property and any remediation of the Property.

Grantor's remediation responsibilities shall inure to the benefit of the Grantee and the lending institution holding the first mortgage to finance Grantee's purchase of the Property, but not to subsequent purchasers, assigns, or successors of Grantee or its lender; provided, however, Grantor's remediation responsibilities may be assigned by Grantee and its lender with the consent of Grantor which will not be unreasonably withheld.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents, and contractors for the purpose of conducting investigation and remediation operations. Grantor will not be liable to Grantee, its successors, assigns, tenants or users for any direct or consequential damage, injury, or loss resulting from such access. Grantee shall be responsible for the expense of repairing and replacing Grantor's investigation and remediation equipment damaged by Grantee or by its contractors, invitees or employees.

In consideration of this Deed, the conveyance of the Property to Grantee, and the promises of Grantor to remediate the Baseline Condition of the Property and to indemnify Grantee as provided in Sections 10 and 20 of the Terms and Conditions of Sale dated August 18, 2003, ("Grantor's Obligations"), Grantee agrees to accept the conveyance of the Property in its present condition and, if Grantor fulfills its obligations, to make no claim regarding the environmental condition of the Property. Grantee and its successors and assigns hereby release Grantor from any and all known claims, demands, liabilities and causes of action

*dy*



(including claims under the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended, (CERCLA) and the Resource Conservation and Recovery Act of 1976, as amended (RCRA) and other environmental laws) (collectively, "Claims") for injury, death, destruction, loss or damage to the person or property of Grantee, its employees and agents, and its successors and assigns, arising out (i) the environmental condition of the Property and the improvements and the equipment on the Property, and (ii) releases or discharges of petroleum hydrocarbons on the Property caused by Grantor or Grantor's operations on the Property before the date of this Deed. This release does not include:

- (a) Grantor's Obligations; and
- (b) Claims by third parties and Governmental Authorities relating to releases or discharges of petroleum hydrocarbons on the Property caused by Grantor or by Grantor's operations before the date of this Deed and releases or discharges included in the definition of Baseline Condition.

Grantee shall indemnify Grantor from all Claims asserted by any third party or Governmental Authority for injury, death, destruction, loss or damage to persons, property, or natural resources, arising out of any release or discharge of hazardous substances on the Property after the date of this Deed which are not included in the definition of Baseline Condition.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

INSTRUMENT # 2004008963  
7 PGS

**SIGNATURES APPEAR ON FOLLOWING PAGES**

INSTRUMENT # 2004008963

7 PGS

IN WITNESS WHEREOF, Grantor has signed this deed this 6 day of January, 2004  
but EFFECTIVE as of this 13 day of January, 2004 ("Effective Date").

GRANTOR:

EXXONMOBIL OIL CORPORATION,  
a New York corporation

WITNESSES:

Print Name: A.G. Tulem

Print Name: Sandra Abrams

By: H.R. Cramer

Name: H.R. Cramer

Title: Vice President

Date: 1/6/04

ATTEST:

By: M. J. Collins

Name: M. J. Collins

Title: Asst. Secretary

Date: 1/6/04

COMMONWEALTH OF VIRGINIA §

COUNTY OF FAIRFAX §

Before me the undersigned authority, this day personally appeared H.R. Cramer  
and M. J. Collins, to me well known and known to me to be a Vice President  
and Asst. Secretary, respectively, of the corporation named in the foregoing instrument, and  
they severally acknowledged to and before me that they executed said instrument on behalf of and in the  
name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said  
corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized  
by said corporation to execute said instrument and that said instrument is the free act and deed of said  
corporation. They are personally known to me or have produced \_\_\_\_\_  
as identification and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 6<sup>th</sup> day of

January, 2004.

Susan Earl-Sevigny

Print Name: SUSAN EARL-SEVIGNY

Notary Public, Commonwealth of Virginia

My Commission Expires: 12/31/04

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INSTRUMENT # 2004008963  
7 PGS

GRANTEE:  
A M J OIL COMPANY, INC.,  
a Florida corporation

WITNESSES:

John D. Menkel  
Print Name: JOHN D. MENKEL  
Susan M. Peterson  
Print Name: Susan M. Peterson

By: Joseph Chandy  
Name: Joseph Chandy  
Title: President  
Date: 1-13-04

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

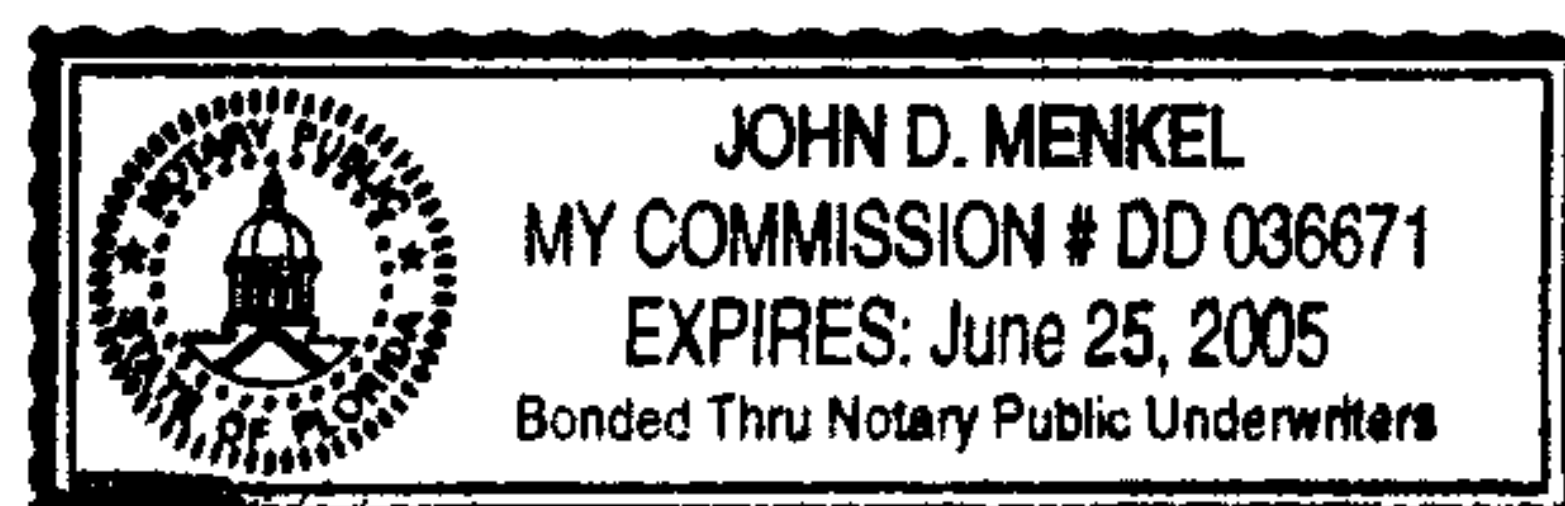
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA §  
COUNTY OF HILLSBOROUGH §

Before me the undersigned authority, this day personally appeared JOSEPH CHANDY  
and \_\_\_\_\_, to me well known and known to me to be a PRESIDENT  
and \_\_\_\_\_, respectively, of the corporation named in the foregoing instrument, and  
they severally acknowledged to and before me that they executed said instrument on behalf of and in the  
name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said  
corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized  
by said corporation to execute said instrument and that said instrument is the free act and deed of said  
corporation. They are personally known to me or have produced ILLINOIS DRIVER'S LICENCE  
as identification and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 13 day of  
JANUARY, 2004

John D. Menkel  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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INSTRUMENT # 2004008963  
7 PGS

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM  
EXXONMOBIL OIL CORPORATION TO  
A M J OIL COMPANY, INC.  
5411 STIRLING ROAD, DAVIE, FLORIDA 33314

Lot 32, Less Road Right-Of-Way as described in Official Records No. 1999151207, Lots 33, 34, 35, 36 and 37, Block 67, Gulf View Section of Venice, according to the Map or Plat thereof recorded in Plat Book 2 Page 77 and 77A, of the Public Records of Sarasota County.

Subject to existing easements, rights of way, restrictions, covenants and conditions whether of record or not.

*duf*

INSTRUMENT # 2004008963

7 PGS

**CERTIFICATE**

This is to certify that the attached copy of the Incumbent Power of Attorney, dated May 19, 2003, is a true and reproduced copy of a certified copy of the original executed, attested, sealed and acknowledged Incumbent Power of Attorney instrument which is on file in the Law Department of ExxonMobil Oil Corporation (formerly known as Mobil Oil Corporation) in Fairfax, Virginia; that on January 6, 2004, H.R. Cramer is the

(check one)

- ☒ Vice President
- ☐ Engineer/Maintenance & Repair Manager
- ☐ Maintenance & Repair Program Manager
- ☐ Construction Project Coordinator
- ☐ Network Planning/Real Estate Manager
- ☐ Real Estate Alliance Coordinator
- ☐ Field Real Estate Coordinator
- ☐ Real Estate Specialist

of ExxonMobil Oil Corporation; that said Incumbent Power of Attorney is in effect on said date and that the execution and delivery of Special Warranty Deed is authorized by said Incumbent Power of Attorney.

Executed this 6 day of January, 2004

EXXONMOBIL OIL CORPORATION,  
a New York corporation

(Corporate Seal)

By: [Signature]  
Assistant Secretary

THE COMMONWEALTH OF VIRGINIA:

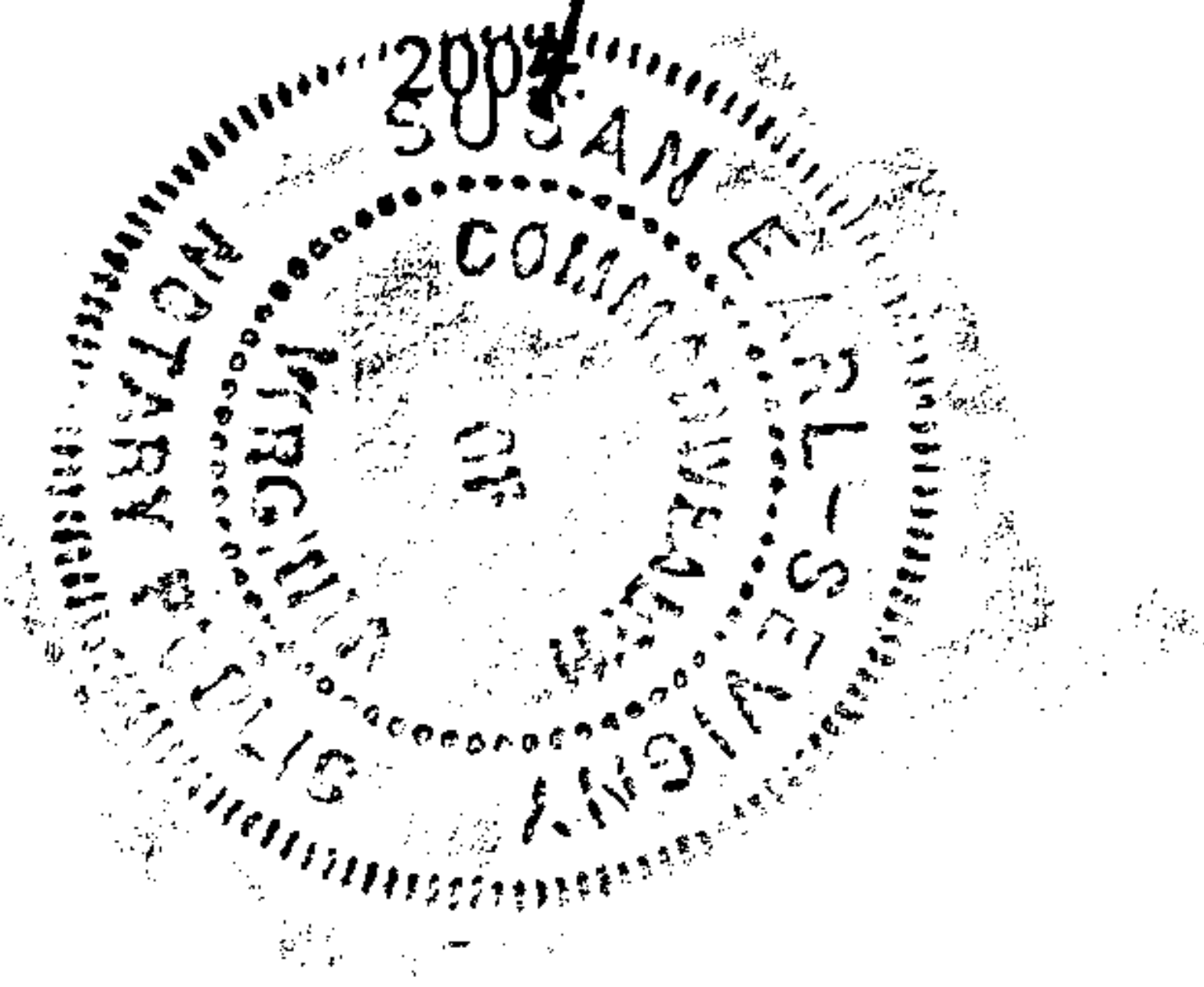
to-wit:-

COUNTY OF FAIRFAX:

BEFORE ME, the undersigned authority, on this day personally appeared M. J. Collins, known to me to be the person whose name is subscribed on the foregoing instrument as Assistant Secretary for EXXONMOBIL OIL CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6<sup>th</sup> day of January, 2004

Susan Earl-Swigney  
Notary Public  
My commission expires: 12/31/04



*clp*