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This instrument prepared by:

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

RECORD AND RETURN TO:

28.50
3924.20
1
RETURN TO:

✓ **STEWART TITLE GUARANTY CO**
3402 WEST CYPRESS, SUITE 100
TAMPA, FL 33607
FILE NO. 03-4218

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004015589 6 PGS
2004 JAN 28 12:16 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DOURSEY Receipt#428272

Doc Stamp-Deed: 3,924.20



-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 Five Hundred Sixty Thousand Six Hundred AND NO/100 DOLLARS (\$560,600.00) cash to it in hand paid by MCCARLEY ENTERPRISES FAMILY LIMITED PARTNERSHIP, a Florida limited partnership, located at 1450 Mango Avenue, Sarasota, FL 34237 ("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 Sarasota, 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, or primarily medical clinic uses; 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 these covenants and agreements shall run with the land herein conveyed and that similar restrictive covenants shall be inserted in any deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

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 discharged on the Property or migrating to 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 (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.

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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.


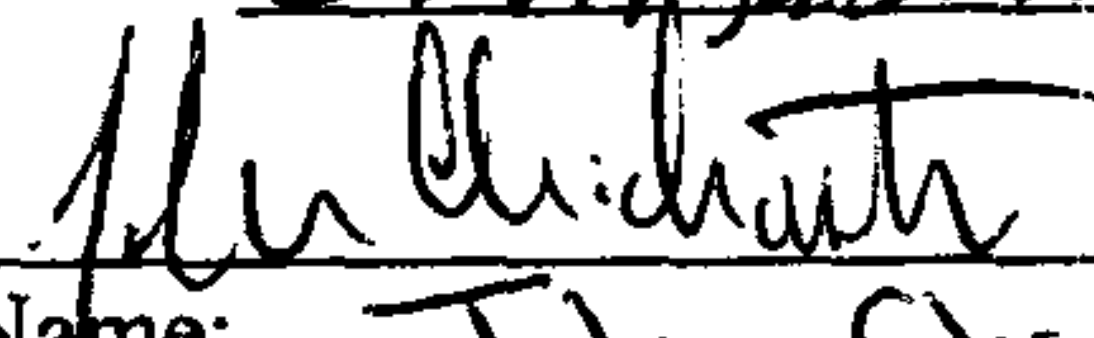
TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors 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.

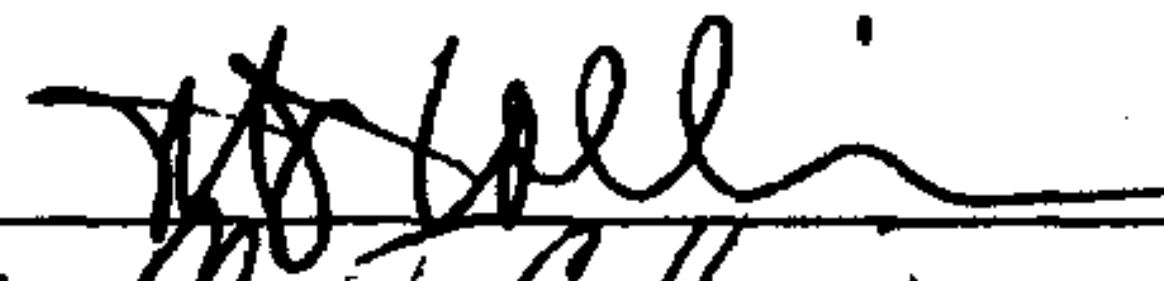
IN WITNESS WHEREOF, Grantor has signed this deed this 21 day of January, 2004, but EFFECTIVE as of this 23 day of JANUARY, 2004 ("Effective Date").

GRANTOR:
EXXONMOBIL OIL CORPORATION, *mtt haw*
a New York corporation

WITNESSES:

Print Name: A.G. Tufan

Print Name: Jennifer Thacker

By: 
Name: H.R. Cramer
Title: Vice President - Fuel Marketing
Date: 1/21/04


Print Name: D.J. Basmus

Print Name: John Chester

ATTEST:
By: 
Name: M.J. Cullins
Title: Real Estate Specialist
Date: January 21, 2004

INSTRUMENT # 2004015589

GRANTEE: 6 PGS

MCCARLEY ENTERPRISES
FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership

ATTEST:

Print Name: R. CRAIG HARRISON

Print Name: GERI R. SIERICK

By: McCarley Three D, Inc.
a Florida corporation, the general partner

By: [Signature]
Name: Daniel E. McCarley
Its: Authorized Agent

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF FAIRFAX §

Before me the undersigned authority, this day personally appeared HR CRAMER and MJ COLLINS, to me well known and known to me to be a President - Fuels Marketing and REAL ESTATE SPECIALIST, 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 21ST day of January, 2004.

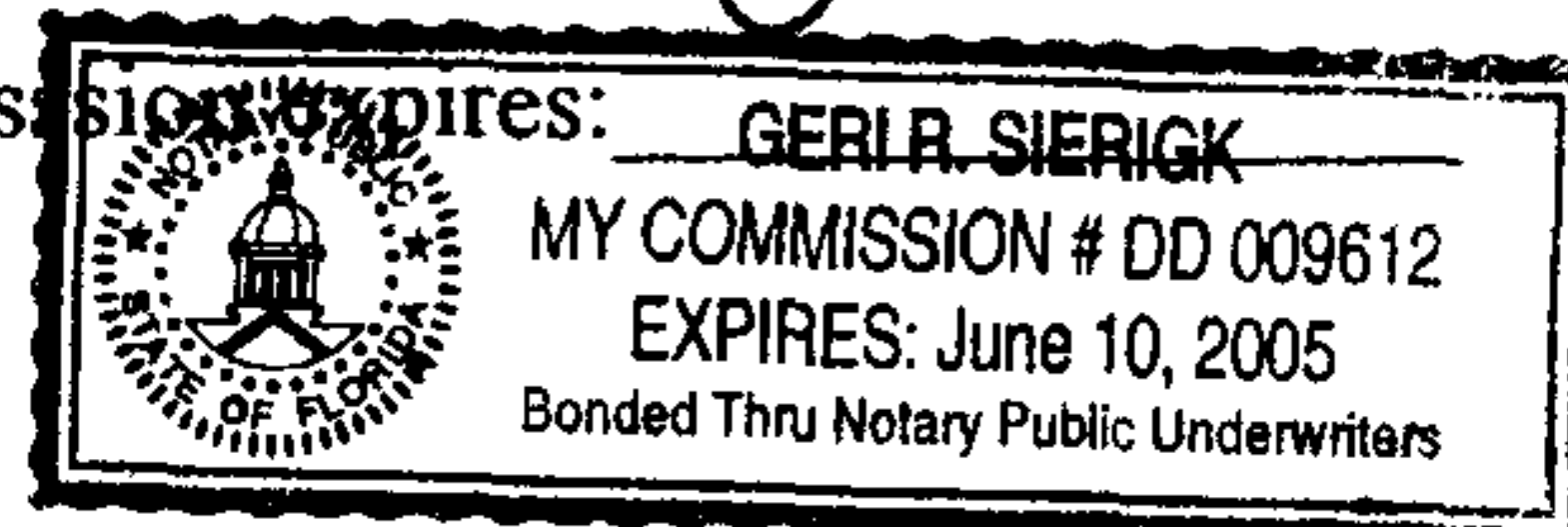
Susan Earl-Sevigny
Print Name: SUSAN EARL-SEVIGNY
Notary Public, Commonwealth of Virginia
My Commission Expires: 12/31/04

STATE OF Florida §
§
COUNTY OF Sarasota §

On this 23 day of January, 2004, before me personally came Daniel E. McCarley, to me known, who being by me duly sworn, did depose and say that deponent resides in Sarasota; that deponent is the Authorized Agent of McCarley Three D, Inc., the corporation described in and which executed the foregoing instrument as General Partner of MCCARLEY ENTERPRISES FAMILY LIMITED PARTNERSHIP, a Florida limited partnership, the partnership described in and which executed the foregoing instrument; that deponent is duly authorized to execute this document in the name of said partnership, and that deponent signed his/her name thereto in the name of said partnership intending said partnership to be so bound thereby.

Print Name: GERI R. SIERICK
Notary Public, State of FLORIDA

My commission expires: GERI R. SIERICK



INSTRUMENT # 2004015589
6 PGS

GRANTEE:

MCCARLEY ENTERPRISES
FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership

ATTEST:

Print Name: _____

Print Name: _____

By: McCarley Three D, Inc.
a Florida corporation, the general partner

By: _____
Name: _____
Its: _____

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF FAIRFAX §

Before me the undersigned authority, this day personally appeared HR CRAMER and MJ COLLINS, to me well known and known to me to be a ^{vice} President - Fuels Marketing and REAL ESTATE SPECIALIST, 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 21ST day of January, 2004.

Susan Earl-Sevigny
Print Name: SUSAN EARL-SEVIGNY
Notary Public, Commonwealth of Virginia

My Commission Expires: 12/31/04

STATE OF _____ §
§
COUNTY OF _____ §

On this _____ day of _____, 200__, before me personally came _____, to me known, who being by me duly sworn, did depose and say that deponent resides in _____; that deponent is the _____ of _____, the corporation described in and which executed the foregoing instrument as General Partner of MCCARLEY ENTERPRISES FAMILY LIMITED PARTNERSHIP, a Florida limited partnership, the partnership described in and which executed the foregoing instrument; that deponent is duly authorized to execute this document in the name of said partnership, and that deponent signed his/her name thereto in the name of said partnership intending said partnership to be so bound thereby.

Print Name: _____
Notary Public, State of _____

My commission expires: _____

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02-CX8
SARASOTA, FL

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXONMOBIL OIL CORPORATION TO
MCCARLEY ENTERPRISES FAMILY LIMITED PARTNERSHIP
2791 Bee Ridge, Sarasota, FL 34239

A parcel of land situated in Section 32, Township 36 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the southeast corner of said Section 32, thence South 89 degrees 52 minutes 23 seconds West along the South line of said Section 32, said line also being the centerline of Bee Ridge Road, 27.00 feet; thence North 00 degrees 07 minutes 23 seconds East, 40.00 feet to the intersection of the original northerly right of way line of said Bee Ridge Road and the original westerly right of way line of Tuttle Avenue; thence South 89 degrees 52 minutes 23 seconds West along said original right of way line of Bee Ridge Road, 173.00 feet; thence North 00 degrees 07 minutes 23 seconds East along a line parallel to the East line of said Section 32, 10.00 feet to the new northerly right of way line of said Bee Ridge Road, said line being the point of beginning; thence continue along said line parallel with the East line of Section 32, 150.00 feet; thence North 89 degrees 52 minutes 23 seconds East along a line parallel to said South line of Section 32, 158.00 feet to the new Westerly right of way line of said Tuttle Avenue, said right of way line being 42 feet from said East line of Section 32; thence South 00 degrees 07 minutes 23 seconds West along said right of way line, 133.26 feet; thence South 55 degrees 14 minutes 04 seconds West, 29.44 feet to said northerly right of way line of Bee Ridge Road; thence South 89 degrees 52 minutes 23 seconds West along said right of way line, 133.85 feet to the POINT OF BEGINNING.

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