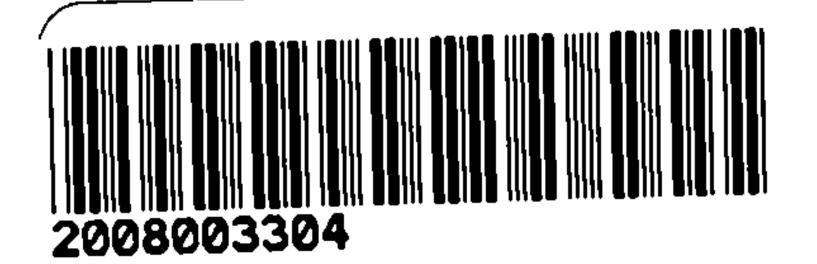
This instrument prepared by and return to:

James A. Park III
HOLLAND & KNIGHT LLP
P. O. Box 1526
Orlando, Florida 32802

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INSTRUMENT # 2000003304 4 PGS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
TFERNANDEZ Receipt#1001484
Doc Stamp-Deed: 14,700.00



## SPECIAL WARRANTY DEED (6449 Tamiami Trail, Sarasota, FL)

That EAGER BEAVER CAR WASH, INC., a Florida corporation, (hereinafter referred to as "Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinaster stated by VP 428, LLC, a Delaware limited liability company ("Grantee"), the receipt of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, whose address is c/o 14 Summer Street, Suite 302, Malden, Massachusetts 02148, the land described on Exhibit A attached hereto, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto, and together with all buildings and improvements located thereon (collectively, the "Land"). The building and improvements on the Land are being conveyed in their "as is" conditions. In addition, Grantor hereby grants, bargains, sells and conveys to Grantee, WITHOUT WARRANTY, all of Grantor's right, title and interest, if any, in and to (i) all easements, rights-of-way, privileges and appurtenances thereto, including, without, limitation, all water and water rights, ditch and ditch rights, all coal, oil, gas, and other minerals thereon or thereunder, and (ii) the beds of all streets,

roads, avenues or highways, open or proposed, abutting the Land, in and to adjacent streets, alleys, strips, gores, and rights-of-way (such Land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements, and interests being hereinafter referred to as the ("Property").

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record (*Exceptions of Record*"). The warranty of Grantor contained herein is made and accepted subject to those Exceptions of Record.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Land unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the exceptions to conveyance and warranty contained herein, by, through or under Grantor, but not otherwise.

This instrument is executed on this the day of January, 2008.

Signed in the presence of

Two witnesses

Printed Name

Printed Name

Eager Beaver Car Wash, Inc.,

a Florida corporation

Name: Robert M. Kramer

Title: Vice President

Address: 240 Gibraltar Road

Suite 220

Horsham, PA 19044

STATE OF N.J.

COUNTY OF Swelinging

This instrument was acknowledged before me on the 3 day of January, 2008 by Robert M. Kramer, Vice President of Eager Beaver Car Wash, Inc., a Florida Corporation, on behalf of said corporation.

Notary Public in and for the State of Florida W.J

PATRICIA A. TORRIERO MOTARY PUBLIC OF NEW JERSEY

Commission Project 2/27/2009
Printed Name of Notary Public

My Commission

Expires:

## **EXHIBIT A**

## Legal Description

A parcel of land in Section 17, Township 37 South, Range 18 East, more particularly described as follows:

Begin at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 17, Township 37 South, Range 18 East, Sarasota County, Florida; thence along the Southerly line of said Southwest quarter of the Northeast quarter, South 89 degrees 54' 25' East 26.03 feet to the Southerly projection of the Westerly line of Lot 7, Block "C", HIGH ACRES, recorded in Plat Book 6, Page 15, Public Records of Sarasota County, Florida; thence along said projection of said westerly line of Lot 7, Block "C", North 0 degrees 03'18" East, 154.21 feet to the Southerly right of way of Couver Drive (50 foot public right of way); thence along said right of way line, the same being the Northerly line of aforesaid Lot 7, North 89 degrees 54'08" East 70.00 feet to the Northeast corner of said Lot 7; thence along the Easterly line of said Lot 7 and its Southerly projection, South 0 degrees 03'18" West 154.44 feet to the Southerly line of the Southwest quarter of the Northeast quarter of aforesaid Section 17; thence along said line, South 89 degrees 54'25" East 61.67 feet to a boundary line established by an Agreement dated February 12, 1988; thence along said line South 38 degrees 42'53" West 492.30 feet to the Easterly right of way line of Tamiami Trail (106 foot right of way); thence along said right of way line, North 40 degrees 11'15" West 296.92 feet to the Southwesterly corner of parcel described in Official Records Book 1844, Page 2362, Public Records of Sarasota County, Florida; thence along the Southerly line of said parcel, North 46 degrees 38'45" East 90.00 feet; and continuing along said parcel North 48 degrees 16'33" East 144.89 feet to the intersection with a line 24 feet South of Block "C" of aforesaid High Acres; thence along said line, South 89 degrees 46'25" East 168.22 feet to the Point of Beginning. LESS the part thereof conveyed to Bullseye Properties, Inc. by Deed recorded in Official Records Book 2711, Page 2544, said records.

Together with an Exclusive Parking Easement as created and set forth in Easement Agreement dated February 15, 1995 and recorded in Official Records Book 2711, Page 2569, of the Public Records of Sarasota County, Florida.

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