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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Parcel ID# 0428-03-0003

Return to and prepared without title examination by:
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Sarasota, Florida 34236
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Doc Stamp-Deed: \$0.70



WARRANTY DEED

This Indenture, made this 3rd day of February 2016, by and between RICHARD WALTERS, a single man, hereinafter referred to as the Grantor, whose post office address is 441 Yacht Harbor Drive, Osprey, Florida, 34229, and RICHARD M. WALTERS, as Trustee of the Richard M. Walters Trust Agreement dated June 8, 1999, as amended, hereinafter referred to as Trustee, whose post office address is 441 Yacht Harbor Drive, Osprey, Florida 34229.

Witnesseth, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustee, its successors and assigns, the following described property situate in Sarasota County, Florida, to wit:

A parcel of land lying within Section 17, Township 39 South, Range 19 East, Sarasota County, Florida, said parcel of land being more particularly described as follows:

From the intersection of the center line of the right of way of Seaboard Coastline Railroad and the center line of U.S. Highway 41, By Pass, bear North 35° 48' 50" West, along said center line of U.S. Highway 41, By Pass, a distance of 968.94 feet; thence North 54° 11' 10" East, a distance of 53.00 feet to Northeasterly right of way line of said Highway 41, By Pass, and to the Point of Beginning. Thence North 35° 48' 50" West, along said Northeasterly right of way line, a distance of 102.00 feet; thence North 54° 11' 10" East, a distance of 300.00 feet; thence South 35° 48' 50" East, a distance of 400.00 feet; thence South 54° 11' 10" West, a distance of 300.00 feet to the said Northeasterly right of way line of U.S. Highway 41 By Pass; thence North 35° 48' 50" West, along said Northeasterly right of way line, a distance of 298.00 feet to the Point of Beginning.

SUBJECT TO valid reservations, restrictions, and easements of record and applicable governmental regulations and taxes for the current and subsequent years.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. Grantor hereby covenants with Trustee that Grantor is lawfully seized of said property in fee simple and it is free of encumbrances except as above stated; that Grantor has good right and lawful authority to convey same and Trustee shall have quiet enjoyment thereof. Grantor does hereby fully warrant the title of said property, and will defend the same against lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD said real estate with the following powers and for the following uses and purposes, to wit:

1. Trustee is vested with full rights of ownership over the above-described real estate and Trustee is specifically granted and given the power and authority:

a. To protect and conserve said real estate and improvements located thereon and to pay the taxes assessed thereon;

b. To sell said real estate, for cash or on credit, at public or private sale, to exchange said real estate for other property and to grant options to sell said property, and to determine the price and terms of sales, exchanges and options;

c. To execute leases and subleases for terms as long as 200 years, to subdivide or improve said real estate and tear down or alter improvements, to grant easements, give consent and make contracts relating to said real estate or its use and to release or dedicate any interest in said real estate;

d. To borrow money and to mortgage, pledge or encumber any or all of the said real estate to secure payment thereof;

e. To manage, control and operate said real estate, to collect the rents, issues and profits, to pay all expenses thereby incurred, and in addition, to manage and operate any business that may now or hereafter be operated and maintained on said real estate, and in general, to exercise any powers authorized by the provisions of Chapter 736, Florida Statutes.

2. Trustee shall hold said real estate and make distributions of said real estate or of the proceeds derived therefrom in accordance with the terms and conditions of that certain Trust Agreement collateral hereto entered into by RICHARD M. WALTERS, as Grantor and Trustee dated June 8, 1999, as amended (the "Trust Agreement").

3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with Trustee need see to the application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of Trustee shall be a complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of Trustee to act in and exercise the powers granted by this deed or of adequacy or disposition of any consideration paid to Trustee nor inquire into the provisions of the said unrecorded Trust Agreement and any amendments thereto collateral hereto.

4. Grantor does hereby define and declare that the interests of any beneficiary hereunder or under the said Trust Agreement and any amendment thereto collateral hereto shall be personal property only.

5. Grantor recites that this conveyance is made in conformance with the provisions of Section 689.073, Florida Statutes.

6. By Trustee's acceptance of this conveyance, Trustee covenants and agrees to do and perform the duties, acts and requirements upon it binding.

7. Anything herein to the contrary notwithstanding, Trustee's liability hereunder, under the Trust Agreement or by operation of law to any person, firm or corporation is limited to the trust assets and Trustee shall not become individually or personally obligated in any manner related thereto.

8. In the event RICHARD M. WALTERS dies or is unable or unwilling to continue to serve as Trustee of the Trust Agreement, DAVID ALLEN and CAROL WALTERS, as are able and willing to serve, shall serve as successor Trustee, without bond. In the event both DAVID ALLEN and CAROL WALTERS are unable or unwilling to serve or to continue to serve as Trustee of the Trust Agreement, WELLS FARGO BANK, N.A., or if unable or unwilling to serve, PNC BANK NATIONAL ASSOCIATION, shall serve as successor Trustee, without bond. Whenever used herein, the word "Trustee" shall specifically include "successor Trustee."

9. Every successor Trustee shall have all of the title, powers and discretion herein given to the Trustee, without any act of conveyance or transfer. A certificate signed by any Trustee or any successor Trustee under this instrument and acknowledged by him, her or it before a Notary Public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate representing the terms of this instrument and the identity of the Trustees who from time to time are serving under it.

In Witness Whereof, Grantor has signed and sealed this deed the date above written.

WITNESSES:

Lois A. Guide
Signature of Witness

Lois A. Guide
Print Name of Witness

M. Rebecca Clifton
Signature of Witness

M. Rebecca Clifton
Print Name of Witness

[Signature] (Seal)
RICHARD WALTERS

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of February 2016 by RICHARD WALTERS, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal) 

M. Rebecca Clifton
Signature of Notary Public
M. Rebecca Clifton
Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on _____