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This Document Prepared By  
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0849 PG0724

OFFICIAL RECORDS

97-17097

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RECORDS OF COLUMBIA COUNTY, FL

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COLUMBIA COUNTY, FLORIDA  
BY *MCK* D.C.

Documentary Stamp \$4060.00  
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Clerk of Court  
By *MCK* D.C.

WARRANTY DEED

THIS WARRANTY DEED made this 12<sup>th</sup> day of November, 1997, by  
SANDRA SUE JARRELL, a married woman, who does not reside on the property  
hereafter described and whose mailing address is 6434 Tearose Terrace, Brentwood,  
Tennessee 37027, hereinafter called the Grantor, to CLINTON F. DICKS, JR. and  
GUY N. WILLIAMS, as Trustees of the "D & W LAND TRUST 1," under Trust  
Agreement dated March 1, 1996, whose federal identification number is [REDACTED],  
and whose post office address is Route 10, Box 319, Lake City, Florida 32025,  
hereinafter called the Grantee:

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN AND NO/100  
(\$10.00) DOLLARS and other valuable considerations, receipt whereof is hereby  
acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and  
confirms unto the Grantee, all that certain land situate in Columbia County, Florida viz:

PARCEL ONE

TOWNSHIP 4 SOUTH, RANGE 17 EAST

SECTION 30:

That portion of the N 1/2 of the N 1/2 of the SE 1/4; and of  
the NE 1/4 of the SW 1/4; and of the SW 1/4 of the NW 1/4  
of the SE 1/4 as lies East of Interstate 75 and East of a 40-  
foot Service Road described as follows: BEGIN at the  
Northeast corner of the SE 1/4 of said Section 30 and run  
thence N 88°36'50" W along the North line of said SE 1/4 and  
the North line of said SW 1/4, 3107.95 feet to the Easterly  
right-of-way line of Interstate 75, thence S 26°06'44" E along  
said Easterly right-of-way line, 686.03 feet, thence N  
88°40'37" E, 335.82 feet, thence S 01°18'08" E, 200.09 feet,  
thence S 88°41'17" W, 200.00 feet to the Easterly line of a  
40-foot Service Road, thence S 26°06'44" E along said  
Easterly right-of-way line, 597.75 feet to the South line of the

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SW 1/4 of the NW 1/4 of the SE 1/4, thence S 88°42'34" E along said South line, 189.51 feet, thence N 00°42'12" E along the East line of said SW 1/4 of NW 1/4 of SE 1/4, 666.01 feet, thence S 88°39'40" E along the South line of said N 1/2 of N 1/2 of SE 1/4, 2932.83 feet to the East line of Section 30, thence N 00°42'12" E along said East line, 664.15 feet to the POINT OF BEGINNING.

ALSO, the NE 1/4 of the SW 1/4 as lies West of Interstate 75. Said lands being subject to an easement 20 feet in width along the Westerly right-of-way line of Interstate 75 for underground telephone cables for American Telephone and Telegraph Company.

ALSO, that portion of the SE 1/4 of the SW 1/4 described as follows: BEGIN at the Southwest corner of said SE 1/4 of SW 1/4 and run thence S 88°48'16" E along the South line of Section 30, 549.60 feet, thence N 01°39'48" E, 1334.63 feet to the North line of said SE 1/4 of SW 1/4, thence N 88°42'34" W along said North line, 573.55 feet, thence S 00°38'08" W along the West line of said SE 1/4 of SW 1/4, 1335.60 feet to the POINT OF BEGINNING.

ALSO, all of the SW 1/4 of the SW 1/4.

ALSO, that portion of the NW 1/4 of the SW 1/4 described as follows: BEGIN at the Southwest corner of said NW 1/4 of SW 1/4 and run thence N 01°04'02" E along the West line of said NW 1/4 of SW 1/4, 138.28 feet, thence S 89°52'54" E, 282.96 feet, thence N 00°38'04" W, 78.91 feet, thence S 89°25'12" E, 1169.21 feet to the East line of said NW 1/4 of SW 1/4, thence S 00°38'08" W along the East line of said NW 1/4 of SW 1/4, 237.49 feet, thence N 88°42'34" W along the South line of said NW 1/4 of SW 1/4, 1453.30 feet to the POINT OF BEGINNING.

And, BEGIN at the Northeast corner of said NW 1/4 of SW 1/4 and run thence S 00°38'08" W along the East line of said NW 1/4 of SW 1/4, 662.37 feet, thence N 88°36'50" W, 76.08 feet to the East line of Hillside Subdivision, a subdivision according to the plat thereof recorded in Plat Book 3, Page 72 of the Public Records of Columbia County, Florida, thence N 01°25'55" W along said East line of Hillside Subdivision, 663.12 feet to the North line of said SW 1/4, thence S 88°36'50" E along said North line, 100.00 feet to the POINT OF BEGINNING.

#### PARCEL TWO

#### TOWNSHIP 4 SOUTH, RANGE 17 EAST

#### SECTION 31:

The W 1/2 of the NW 1/4 and the SE 1/4 of the NW 1/4, LESS AND EXCEPT that portion lying in the right-of-way of Wester Road.

PARCEL THREE

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TOWNSHIP 4 SOUTH, RANGE 16 EASTSECTION 25:

That portion of the SE 1/4 as lies East of State Road No. 47 described as follows: BEGIN at the Southeast corner of said Section 25 as located by a 2 inch iron pipe and run thence S 87°50'08" W along the South line of said Section 25, 851.77 feet to the Easterly right-of-way line of State Road No. 47, thence N 34°38'18" E along said Easterly right-of-way line, 278.55 feet to the P.C. of a curve, thence Northerly along said Easterly right-of-way line along said curve concave to the left having a radius of 5779.65 feet along a chord bearing N 34°34'25" E, 72.94 feet, thence S 86°58'42" E, 538.19 feet, thence N 01°51'31" W, 351.66 feet, thence N 86°54'49" W, 314.79 feet to said Easterly right-of-way line of State Road No. 47 and to a point on a curve, thence Northerly along said Easterly right-of-way line along said curve concave to the left having a radius of 5779.65 feet along a chord bearing N 28°22'56" E, 323.59 feet to the P.T. of said curve, thence N 26°47'55" E along said Easterly right-of-way line, 688.80 feet to the East line of said Section 25, thence S 01°06'30" W along said East line, 20.60 feet, thence S 01°04'02" W along said East line, 138.28 feet to the Northeast corner of the SE 1/4 of SE 1/4 of said Section 25, thence S 00°55'38" W along said East line of Section 25, 1337.93 feet to the POINT OF BEGINNING.

Parcel Numbers: 30-4S- [REDACTED] -  
000; and 25-4S- [REDACTED]

This deed and conveyance is made subject to all easements, restrictions, and reservations of record, including, but not limited to, an easement granted to American Telephone and telegraph Company by Easement recorded in Official Records Book 724, beginning at Page 607, and Easement granted to the State of Florida by Easement recorded in Official Records Book 103, beginning at Page 129, public records of Columbia County, Florida.

Grantor, Sandra Sue Jarrell, is the daughter and only child of Leon E. Summers and Lucille W. Summers, his wife. Grantor's father, Leon E. Summers died intestate in Columbia County, Florida, March 7, 1965, leaving surviving him as his only heirs-at-law, his widow, Lucille W. Summers, and Grantor.

Grantor's mother, Lucille W. Summers, died testate in Columbia County, Florida, November 28, 1992. Grantor is the sole beneficiary of her mother's estate, under the provisions of the Last Will and Testament of Lucille W. Summers, admitted to probate in the Circuit Court of Columbia County, Florida, Probate Division, Case Number 93-321-CP.

N.B.: The Grantor hereby warrants that neither the subject property nor any contiguous property was ever utilized by her or any member of her family as their homestead.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple upon the trust and ~~for the uses~~ **OFFICIAL RECORDS** and purposes herein, and in said trust agreement set forth.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes, and full power and authority is granted by this deed to Grantees, and their successors as trustees to protect, conserve, sell, lease, encumber and otherwise manage and dispose of the property or any part of it, and in addition thereto (and not in limitation thereof) Grantees, as Trustees, are hereby granted full power and authority to subdivide, manage and dispose of the property or any part thereof; to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof, and to resubdivide the property as often as desired; to contract to sell, grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said property and any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in Grantees as trustees; to donate, dedicate, mortgage, pledge or otherwise encumber the property or any part thereof; to lease the property or any part thereof from time to time, and upon terms and for periods of time as Trustees may determine and to renew and extend such leases upon any terms and for any such periods of time, and amend, change or modify the same; to partition or exchange the property or any part thereof for other real or personal property; to submit the property or any part thereof to condominium and execute such declarations of condominium or other documents necessary to do so; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in and to the said easements appurtenant to the property or any part thereof, and to deal with the property and every part thereof in all of the ways, and for such other proposes and considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified at any time and from time to time hereafter.

In no case shall any party dealing with Grantees in relation to the property or to whom the real property or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Grantees, be obliged to see to the application of any purchase money,

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rent or money borrowed or advanced on the premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Grantees, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, mortgage, lease or other instrument executed by Grantees in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (a) that at the time of its delivery, the trust created by this deed and by the Trust Agreement was in full force and effect; (b) That the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and the Trust Agreement and is binding upon all beneficiaries under those instruments; (c) that Grantees are duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

Any contract, obligation or indebtedness incurred or entered into by Grantees in connection with the above described real property may be entered into in their names, as trustees of an express trust, and not individually, and Grantees shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except only as far as the trust property and funds in actual possession of Grantees shall be applicable for its payment and discharge, and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereafter made on the part of Grantees while in form purporting to be representations, warranties, covenants and undertakings and agreements of Grantees are nevertheless made and intended not as personal representations, warranties, covenants and undertakings and agreements, or for the purpose or with the intention of binding Grantees personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Grantees, individually or personally, on account

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of any instrument by or account of any representation, warranty, covenant, undertaking or agreement of Grantees as trustees, either expressly or implied, all such personal liability, if any, being expressly waived and released, and all persons and corporations whomsoever shall be charged with notice of these conditions from the date of the filing for record of this deed.

The interest of each beneficiary under this deed and under the Trust Agreement referred to herein, and of all persons claiming under them, or any of them, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real property, and such interest is declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real property as such, but only an interest in the earnings, avails and proceeds therefrom.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1996.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Witness

(Print/type name)

  
Witness

(Print/type name)

 (SEAL)  
SANDRA SUE JARRELL

STATE OF TENNESSEE

COUNTY OF Williamson

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The foregoing instrument was acknowledged before me this 12 day of November, 1997, by SANDRA SUE JARRELL, who is personally known to me.

Sheri M. Rowlett  
Notary Public, State of Tennessee  
Sheri M. Rowlett  
(Print/type name)

(NOTARIAL  
SEAL)

My Commission Expires: 5-17-99