This instrument prepared without opinion of title by and upon recording please return to:

Eric R. Veenstra, Esquire QUARLES & BRADY LLP 1395 Panther Lane, Suite 300 Naples, Florida 34109

Recording Fee: \$35.50 Documentary Stamp Tax: \$0.70

Parcel ID Number: 21 18S 17E 12210



2010016489 4 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$37.50
DOCUMENTARY TAX: \$0.70
# 2010016489 BK: 2349 PG: 277
04/14/2010 10:48 AM 4 PGS
JCARROLL, DC Receipt #012819

## **WARRANTY DEED**

THIS INDENTURE made this 29 day of March, 2010, between DONALD E. JACOBS and JEANNE R. JACOBS, whose mailing address is W275 S3460 Marmaduke Ct., Waukesha, Wisconsin, 53188 (hereinafter the "Grantor"), and DONALD E. JACOBS AND JEANNE R. JACOBS, AS CO-TRUSTEES OF THE DONALD E. JACOBS AND JEANNE R. JACOBS REVOCABLE TRUST OF 1997, U/A/D JULY 26, 2002, AS AMENDED, with full power and authority to protect, conserve, and to sell, convey, or to lease or to encumber or otherwise to manage and dispose of the Property as set out in Florida Statutes §689.071, whose address is W275 S3460 Marmaduke Ct., Waukesha, Wisconsin, 53188 (hereinafter the "Grantee").

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, all of Grantor's interest in and to the following described land, situate, lying and being in Citrus County, Florida, to wit:

The Property described in Exhibit "A" attached hereto.

THIS IS NOT GRANTOR'S HOMESTEAD.

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee, and Grantee's, successors and assigns.

GRANTOR hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby 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 real property ad valorem taxes and assessments for the current and subsequent years; zoning, building code, and other use restrictions imposed by governmental authority; restrictions, reservations, and easements common to the subdivision; and outstanding oil, gas and mineral interests of record, if any.

No party dealing with the Grantee in relation to this Deed or to the Property, in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property, or any part thereof or any interest therein, shall be conveyed, encumbered, leased or contracted to be sold by the Grantee, shall be obligated: (a) to see the application of any purchase money, rent, or money borrowed or advanced with respect to the Property; (b) to see that the terms of the Trust have been

complied with; (c) to inquire into the authority, necessity or expediency of any act of the Grantee; or (d) be privileged to inquire into any of the terms of the Trust.

Every deed, mortgage, lease or other instrument executed by the Grantee in relation to the Property shall be conclusive evidence, in favor of every person claiming any right, title or interest thereunder that: (a) at the time of delivery thereof the trust created under the Trust was in full force and effect; (b) such instrument was executed in accordance with the terms and conditions of the Trust and all amendments thereof, if any, and is binding upon the beneficiaries thereunder; (c) the Grantee was thereunder duly authorized and empowered to execute and deliver every such instrument; and (d) if a conveyance of the Property has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

The Grantee shall have no individual liability or obligation whatsoever arising from its ownership, as Trustee(s) under the Trust, of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by it in dealing with the Property or in otherwise acting hereunder, except only so far as the Property and any trust funds in the actual possession of the Grantee shall be applicable to the payment and discharge thereof. Any and all liability, if any, arising with respect to ownership of the Property shall be solely the responsibility of the Beneficiaries of the Trust.

It is expressly understood and agreed between the parties and all successors and assigns that this Warranty Deed is delivered to Grantee, not personally, but as Trustee(s) under the Trust in exercise of authority conferred upon such Trustee(s) therein. No personal liability or responsibility is assumed by or shall be enforceable against said Trustee(s), either express or implied.

TO HAVE AND TO HOLD, the same in fee simple forever;

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has signifiest above written.	gned and sealed these presents the day and year
Signed, sealed and delivered in the presence of:	
Witnesses:	GRANTOR:
Print Name: DONALD H. JUSHAUS	Donald E. Jacobs
Print Name: MICHAEL & SCHILLIYE	
STATE OF <u>WISCONSIN</u> COUNTY OF <u>Milwoulde</u>	
Donald E. Jacobs, who ( ) is personally known to as identification.  OTARY(SEAL)  Witnesses:  Witnesses:  Print Name: Donald H. Tushaus  Print Name: Michael W. Schilling  STATE OF Wislonsin COUNTY OF Milwaukee	Notary Public Signature Print Name: Victoria A. Bartolotta My Commission Expires: 7/17/11  GRANTOR:  Jeanne R. Jacobs
The foregoing instrument was acknowledge  Jeanne R. Jacobs, who () is personally known to as identification.	d before me this 29th day of March, 2010, by me or who () has produced

## EXHIBIT A

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 75.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, THENCE S 88°25'38" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 180 FEET, THENCE NORTH 261.85 FEET TO THE POINT OF BEGINNING, THENCE WEST 464.89 FEET, THENCE SOUTH 177.69 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 19, SAID POINT BEING ON A CURVE, CONCAVED SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 1°18'50" AND A RADIUS OF 1960.01 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 44.95 FEET TO A POINT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 51°33'38"W 44.95 FEET), THENCE NORTH 511.60 FEET TO A PONT ON THE MOST NORTHERLY LINE OF LANDS DESCRIBED IN O.R. BOOK 387, PAGE 17, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING IN A 14 FOOT WIDE DRAINAGE CANAL, THENCE N 89°43'15" E ALONG SAID NORTHERLY LINE AND ALONG SAID CANAL A DISTANCE OF 500 FEET, THENCE SOUTH 364.23 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING AN EASEMENT FOR ROAD RIGHT-OF-WAY PURPOSES DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NE ¼ OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 75.48 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, THENCE S 88°25'38" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S 88°25'38" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 35.01 FEET; THENCE NORTH 262.81 FEET; THENCE EAST 35.01 FEET; NORTH 262.81 FEET; THENCE EAST 35 FEET TO THE POINT OF BEGINNING.