

362732

IN THE CIRCUIT COURT FOR SARASOTA COUNTY, FLORIDA

SARASOTA COUNTY, )  
 Plaintiff, )  
 -vs- )  
 JOHN D. AND CATHERINE T. )  
 MACARTHUR FOUNDATION, )  
 Defendant. )

CASE NO. 83-1016-CA-01

O.R. 1658 PG 1814

FINAL JUDGMENT

This cause came on to be heard by the Court upon the joint stipulation of the Plaintiff, SARASOTA COUNTY, and the Defendant, JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION, moving entry of Final Judgment in this cause, and the parties having waived notice and trial by jury hereon and having consented to the entry hereof, and the Court being fully advised in the premises, upon consideration, it is therefore,

ADJUDGED THAT:

1. The Court has jurisdiction of the subject matter and of the parties to this cause.
2. Within twenty (20) days after the entry hereof, Plaintiff shall make a payment of \$18,500,000.00 to Defendant, by wire transfer of funds to Defendant's order in accordance with written wiring instructions to be given by Defendant's attorney to Plaintiff's attorney upon entry hereof, said payment being made without further order of this Court or further action by Defendant.
3. Upon the payment of the sum specified in paragraph 2 above, the fee simple title and all the right, title and interest of the Defendant shall vest in the Plaintiff in and to the following described property located in Sarasota County, Florida:

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 L. HACKNEY JR.  
 CLERK CIRCUIT COURT  
 SARASOTA COUNTY, FL  
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Parcel 1:

All of the property belonging to the Defendant in Township 38 South, Range 20 East, and Township 38 South, Range 19 East, Sarasota County Florida, easterly of the centerline of the Myakka River and westerly of the line described as follows: Begin at the northeast corner of Section 16, Township 38 South, Range 20 East; thence southerly to the southeast corner of Section 16; thence in a southeasterly direction to the southeasterly corner of Section 26; thence southerly along the east section line of Section 35 to the southeast corner of Section 35, containing 11,594 acres more or less.

Parcel 2:

All of Sections 21, 28, 33, the east one-half of Section 32, the east one-half of Section 29, all of Sections 30 and 31, in Township 38 South, Range 21 East, Sarasota County, Florida, and Section 36, Township 38 South, Range 20 East, Sarasota County, Florida, containing 4,480 acres more or less.

4. Plaintiff is hereby granted a reasonable number of non-exclusive easements sufficiently wide for the intended purpose but not more than 100 feet in width through Defendant's remaining property lying between the above described property and State Road 72, for the purpose of reasonable ingress, egress, and construction of roads and utilities, the precise location and width of which shall be identified by Plaintiff within twenty-four (24) months of the entry of this Judgment. Upon this designation of location and width by Plaintiff, and the designation being approved by the Court after hearing, if requested by Defendant, the parties shall execute an instrument in recordable form properly identifying the location of said easement or easements, and Plaintiff shall record same in the Public Records of Sarasota County, Florida. Defendant, its successors and assigns shall have the right of use of the area over which said easement or easements are located for access, ingress and utilities for all lands of the Defendant, provided such use does not interfere with the aforesaid uses. Neither party shall be obligated to improve the area upon which said easement is granted, but any improvements made by the party may be used by

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the other party provided such use is reasonable and does not interfere with the rights of the Plaintiff herein granted. Defendant retains the right to dedicate the area over which said easement is granted for a public right-of-way upon compliance with then applicable governmental standards and requirements. Relocation of any easement created by this paragraph may be made by the then owner of the adjacent property but in such event all of the expense for same shall be paid by the property owner and such relocation shall be in a manner which will not prevent continuous availability of the easement for the uses being made thereof at the time.

5. Plaintiff is likewise granted a reasonable number of nonexclusive easements sufficiently wide for the intended purpose but not more than 100 feet in width through the west one-half of Sections 29 and 32, Township 38 South, Range 21 East, for the purpose of reasonable ingress, egress and construction of roads and utilities, the precise location and width of which shall be identified by Plaintiff within twenty-four (24) months of the entry of this Judgment. The designation, rights, obligations and responsibilities of Plaintiff and Defendant with respect to this nonexclusive easement shall be identical to those specified in paragraph 4 above regarding the easements running through Defendant's remaining lands to State Road 72.

6. There is hereby imposed upon the lands described in paragraph 3 above, and reserved unto the Defendant herein, a conservation easement which shall constitute a restriction, easement, covenant and condition pursuant to and as contemplated by Section 704.06, Florida Statutes (1983), for the purpose of retaining said lands predominantly in their natural, scenic, open, or wooded condition and retaining such area as suitable habitat for fish, plants, wildlife, maintaining existing land uses (which include but are not limited to livestock grazing and silviculture) and which prohibits each of the following:

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a. Construction or placing of buildings, signs, billboards or other advertising, or other structures on or above the ground.

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.

c. Removal or destruction of trees, shrubs, or other vegetation, except as dictated by good conservation, silviculture and environmental practices.

d. Excavation, dredging, or removal of loam, peat, gravel, soil, phosphate, or other material substance in such manner as to affect the surface.

e. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g. Acts or uses detrimental to such retention of land or water areas.

The aforesaid shall not be deemed to prohibit, restrict or impede Plaintiff's rights to use said land for park purposes (with uses similar to those presently permitted at Myakka State Park), silviculture, livestock grazing, drainage of surface water, water supply purposes, wells, pumping stations, transmission pipes, reservoirs and related facilities, including access roads, buildings or other structures necessary, desirable and actually needed and used for one or more of the aforesaid permitted uses; nor shall the aforesaid restrict or prohibit any other right or privilege granted elsewhere in this Judgment with respect to the lands described in paragraph 3 above.

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7. Defendant is hereby granted nonexclusive easements, not exceeding two in number, sufficiently wide for the intended purpose but not more than 100 feet wide, for the purpose of reasonable ingress, egress, construction of roads and utilities through Sections 10, 11, the east one-half of Section 12, and Section 13, Township 38 South, Range 21 East, and Section 16, Township 38 South, Range 20 East, to permit access between Defendant's property lying northerly of the parcels described in this paragraph and lands to the south of parcels described in this paragraph, the precise location of which shall be identified by the Defendant within twenty-four (24) months of the entry hereof. Upon the designation of location and width by Defendant, and the designation being approved by the Court after hearing, if requested by Plaintiff, the parties shall execute an instrument in recordable form properly identifying the location of said easement, and shall record it in the Public Records of Sarasota County, Florida. Plaintiff, its successors and assigns shall have the right of use of the area over which a said easement is located for access, ingress and utilities for all lands of the Plaintiff provided such use does not interfere with the Defendant's use. Neither party shall be obligated to improve the area upon which said easement is granted, but any improvements made by the party may be used by the other party provided such use is reasonable and it does not interfere with the rights of the Defendant herein granted. Plaintiff retains the right to dedicate the area over which said easement is granted for a public right-of-way.

8. Upon Plaintiff making the aforesaid payment to Defendant, all of the right, title and interest of the Defendant in the full water rights to the waters in Sections 9, 16 and 20, Township 38 South, Range 21 East, are hereby granted to the Plaintiff. The fee simple ownership of the lands described in this paragraph shall remain in the Defendant, its successors and assigns for agricultural and development use (together with

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water rights for said permitted uses), subject to the limitations set forth in paragraph 13 hereof, and the Defendant shall have the right to use the property described in this paragraph for drainage of surface water, provided such drainage will not violate then applicable Federal or State laws prohibiting impairment of water quality. In order to protect Deer Prairie Slough, there is hereby dedicated a perpetual easement or restriction for the purpose of preserving the Slough and adjacent wetlands as open space. The exact extent of the said perpetual easement or restriction preserving Deer Prairie Slough and adjacent wetlands in said Sections as open space shall be determined by a survey of the Slough and adjacent wetlands to be undertaken by Plaintiff at its expense, and completed within twenty-four (24) months from entry of this Judgment. For purposes of determining what lands adjacent to the Slough shall be considered "adjacent wetlands", the following definition of wetlands shall apply:

Wetlands are those areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation which occurs primarily in hydric conditions such as are found in swamps, sloughs, marshes, heads, bogs, and similar areas. In areas where the dominant species are tolerant of a broad range of abiotic conditions, wetlands are determined on the basis of associated species and by the existence of ecosystem functions which are characteristic of wetlands.

The survey work shall be done by a licensed professional surveyor registered in the State of Florida. In the event Defendant disagrees with the survey specified above, it may, at its expense, employ its own surveyor to review or re-do the work accomplished by Plaintiff's surveyor. If acreage computations of the two

surveyors disagree by over 10%, the surveyor for Plaintiff and surveyor for Defendant shall select a third surveyor to make a final decision as to acreage computations for Deer Prairie Slough and adjacent wetlands, which shall be final and binding upon the parties. If the surveys disagree by less than 10% then the survey which includes the most land area will be final and binding on the parties. Plaintiff and Defendant shall each pay one-half of cost of the third surveyor, if such is required. The Defendant shall have the right to count the area in all lands described in this paragraph in computing density on remaining lands of the Defendant, its successors and assigns.

9. Defendant shall permit Plaintiff to explore and establish location of a reasonable number of well sites and access routes to wells for the purpose of subsequently withdrawing water from the Secondary Artesian and Floridan Aquifers on the remainder of Defendant's property, in accordance with plans approved by a committee of two Hydro Geologists, one selected by the Plaintiff and one by the Defendant, plus two Land Planners, one appointed by the Plaintiff and one appointed by the Defendant. Said professionals shall all complete their work within 180 days of their respective appointments and if not complete within said period the party appointing said professional shall be deemed to agree with the professional appointed by the other party and expenses of the incomplete work of any professional shall be paid solely by the party appointing him. In the event of a disagreement among these professionals, one Land Planner shall be selected by the four professionals previously designated and the decision of a majority of the five professionals shall control. The fifth professional shall join with the other professionals in rendering a final decision within 60 days following his appointment. Expenses and fees of the committee shall be shared equally by the Plaintiff and Defendant. To assure that marketability of title to Defendant's remaining lands will not be impaired by the provisions of this paragraph, the

committee as established herein shall complete its work with respect to location of all wells and access routes to wells by August 1, 1991. Upon the location of the site of all wells and the access routes to wells being designated as aforesaid, and the designation being approved by the Court after hearing, if requested by Defendant, the parties shall execute an instrument in recordable form properly identifying the location of said wells and the location of all access routes to wells not later than December 31, 1991, whereupon the rights of the Plaintiff shall be limited to those portions of the lands specifically described in said instrument recorded prior to December 31, 1991. Thereafter, in the event the amount of water available from the land vested in Plaintiff hereby and from the water rights vested in Plaintiff hereby, proves inadequate to supply the future reasonable needs of the population of Sarasota County, Plaintiff shall have the right and privilege to drill wells and withdraw water from any or all of said locations.

10. Professional fees, court costs, and other expenses incurred by the Defendant in consequence of this litigation shall be paid by the Plaintiff in accordance with applicable statutory and case law for eminent domain matters in the State of Florida.

11. There is hereby dedicated a perpetual easement 500 feet wide for preservation and open space purposes along the boundary of the Myakka State Park in Sections 3 and 10, Township 38 South, Range 20 East; and along the west boundary of the Defendant's property in Section 34, Township 37 South, Range 20 East; and along the north boundary of the Defendant's property in Sections 4 and 5, and the portion of Section 6 lying east of the Florida Power & Light right-of-way, all in Township 38 South, Range 21 East. There shall be no buildings or other improvements constructed within this area, but Defendant, its successors and assigns shall have the right to count the area within this easement in computing density on the remaining property of the Defendant.



12. The Defendant's property is classified "Rural" under the Future Land Use Plan adopted by Plaintiff as a part of its comprehensive plan, known and referred to as "Apoxsee". The portion of Apoxsee dealing with future land use for rural land specifies that a density factor of one unit for five acres is permitted. (See Apoxsee, page 361). Development of Defendant's remaining land will be in conformity with the density and other requirements of Apoxsee. Defendant's right to develop its remaining land at the level of one unit for five acres is acknowledged and shall be preserved, and this right shall not be changed without consent of the Defendant or its successor in title. In reliance upon the stipulation of the County to the entry of this Judgment, including the rights granted to Defendant in and by this paragraph, the Defendant has waived its claim for damage to the remainder of its property.

13. The Defendant will neither build on any portion of the remaining property for any purposes other than agricultural nor divert the remaining property to any purposes other than agricultural use (as "agriculture" is used in section 193.461(5) Florida Statutes, (1983), nor for any agricultural use which will violate Federal or State laws prohibiting impairment of water quality, before January 1, 1994, unless the Board of County Commissioners of Sarasota County specifically agrees. This provision does not restrict the right of Defendant to make necessary or appropriate applications for approval, and to receive approval, from various regulatory agencies, including Sarasota County, during the time interval between the entry of the Judgment and the time when building on the remaining property will be permitted.

14. Nothing contained herein impairs the right of Plaintiff to attempt to condemn any remaining portion of Defendant's property, provided requisite necessity and other conditions precedent to exercise of eminent domain under Florida law are present

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and established in a subsequent proceeding. Nothing herein impairs the right of Defendant to contest any subsequent attempt by plaintiff to acquire any portion of its remaining property.

15. The Court retains jurisdiction of this cause for the express purpose of enforcing the terms hereof, including assessment of attorneys' fees, costs and other expenses due Defendant under the laws and statutes of the State of Florida.

DONE AND ORDERED in Chambers at Sarasota County, Florida, this 28 day of February, 1984.

  
CIRCUIT JUDGE

JOINT MOTION FOR ENTRY OF FINAL JUDGMENT

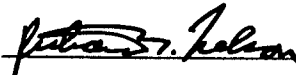
The parties jointly move the Court for entry of the foregoing Final Judgment.

Richard E. Nelson  
Nelson, Hesse, Cyril, Smith,  
Widman & Herb  
2070 Ringling Boulevard  
Sarasota, Florida 33577

Leon D. Black, Jr.  
Kelly, Black, Black, Earl  
& Patchen, P.A.  
1400 Alfred I. duPont Bldg.  
Miami, Florida 33131

Attorneys for Plaintiff

- and -

By: 

A. Lamar Matthews, Jr.  
Williams, Parker, Harrison,  
Dietz & Getzen  
P. O. Box 3258  
Sarasota, Florida 33578

Attorneys for Defendant

By: 

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FILED AND RECORDED  
R.H. HANNETT JR. CLERK  
SARASOTA COUNTY, FLA.

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100 1000 - 25.00 fee  
350 trust

FEE SIMPLE DEED

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THIS INDENTURE, made this 27<sup>TH</sup> day of JUNE, 1989, by and between JOHN D. and CATHERINE T. MacARTHUR FOUNDATION, an Illinois non-profit corporation, hereinafter referred to as Grantor, and SARASOTA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as Grantee, whose post office address is P. O. Box 8, Sarasota, FL 34230.

042415

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, the following described property situate in Sarasota County, Florida:

All of Section 12; the East 1/2 of Section 13; all of Sections 24 and 25; and that part of Section 26 lying Northeasterly of a line extending from the Southeast corner of said Section to the Northwest corner of said Section; all in Township 38 South, Range 20 East;

ALSO, all of Section 4; that part of Sections 5 and 6 lying Northerly of State Road No. 72; the Southeast 1/4 of Section 8; all of Sections 9 and 16; all of Section 17 with the exception of the Northwest 1/4 thereof; all of Section 18 with the exception of the Northeast 1/4 thereof; all of Sections 19 and 20; the West 1/2 of Section 29; and the West 1/2 of Section 32; all in Township 38 South, Range 21 East;

LESS and except, however, a parcel of land containing 1.01 acres, more or less, located in the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 4-38-21 (as described in deed recorded in Deed Book 318, Page 347, Public Records of Sarasota County); ALSO, LESS right-of-way for State Road No. 72;

All of the aforesaid lands containing 8,238 acres, more or less;

together with all appurtenances, privileges, rights, interest, dower, reversions, remainders and easements thereunto appertaining.

Grantor does hereby specially warrant the title to said property only against the lawful claims of all persons claiming by, through or under Grantor, subject, however, to the following exceptions, covenants, limitations and conditions, to-wit:

1. Real Estate Taxes for the year 1989 and subsequent years.
2. Zoning Regulations of the County of Sarasota and all other applicable laws, regulations and ordinances, specifically including the provisions of Ordinance No. 89-17 adopted March 21, 1989.
3. Rights of the State of Florida under a Right-of-Way Deed dated April 25, 1960 and recorded in Official Record Book 230, Page 606, as to portions of Sections 4, 5 & 6, Township 38 South, Range 21 East.

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Not to be used in the future, 1989  
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4. Rights of the State of Florida under Deed dated December 9, 1953, recorded in Deed Book 318, Page 347, as to a portion of Section 4, Township 38 South, Range 21 East.
5. Right-of-Way 160' in width extending through Sections 5, 6, 8, 9 and 16, Township 38 South, Range 21 East, granted to Florida Power & Light Company by Right of Way Agreement dated March 14, 1956, recorded in Official Record Book 371, Page 511.
6. As to Section 32, Township 38 South, Range 21 East, subject to the terms and provisions of the Boundary Line Agreement between General Development Corporation and George E. Weaver, Trustee under Trust 202 dated June 6, 1952, as to Plat of Township Line between Townships 38 and 39, Range 21 East, dated September 21, 1960, recorded in Official Record Book 257, Page 226.
7. Right-of-way 170' in width over Section 32, Township 38 South, Range 21 East, granted to Florida Power and Light Company under Right of Way Agreement dated April 2, 1971, recorded in O. R. Book 889, Page 687.
8. Rights, if any, of Associated Oil and Gas Company, its successors or assigns, under that certain Oil and Gas Lease between John Ringling, et al, as Lessor, and Associated Oil and Gas Company, as Lessee, dated February 28, 1927, filed March 3, 1927 in Deed Book 79, Page 237.
9. Rights, if any, of Magnolia Petroleum Company, its successors or assigns, under that certain Lease between Edith Ringling, Lessor, and Magnolia Petroleum Company, Lessee, dated December 13, 1943, recorded December 27, 1943 in Deed Book 184, Page 559.
10. Easement Agreement between George Weaver, as Trustee under Trust No. 202 dated June 6, 1952, as Grantor, and Southwest Florida Water Management District, as Grantee, dated June 12, 1980, recorded in O. R. Book 1377, Page 1493 and Easement Agreement dated June 12, 1980, recorded in O. R. Book 1377, Page 1499.
11. Notwithstanding the legal description of the lands hereinabove described in this Deed, Grantor does not warrant the title to any portion of such lands which comprise the present or former bottoms and beds of lakes and rivers and streams which are located within the property, including, but not limited to, Deer Prairie Creek and other bodies of water as shown on the original government surveys.
12. Any unrecorded Leases for grazing or hunting purposes.
13. Final Judgment entered on February 28, 1984 in the case styled Sarasota County, Plaintiff, vs. John D. and Catherine T. MacArthur Foundation, Defendant, being Case No. 83-1016-CA-01, pending in the Circuit Court In and For Sarasota County, Florida, as amended by Amendment to Final Judgment entered on October 14, 1987, recorded in O.R. Book 1993, Page 1286, and as further amended by Second Amendment to Final Judgment entered on June 8, 1989.
14. This conveyance of title shall be subject to a right of repurchase in favor of Grantor subject to the following terms and conditions. Grantor agrees to proceed in an orderly fashion to obtain all information required to complete and process an application for development of regional impact (DRI) review and approval and shall have a period of time extending until January 1, 1994 within which to complete the processing and obtaining

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of an appropriate Resolution and Development Order permitting development of certain Abutting Property owned by Grantor for 2,800 dwelling units utilizing either a Planned Unit Development or cluster housing concept. In the event such development approval cannot be obtained within the aforesaid period of time, Grantor, or its successors or assigns, shall have the right to repurchase the property described on the first page of this Deed at the same price as that paid therefore by Grantee, together with interest thereon calculated at a rate equal to the average annual prime lending rate of the Chase Manhattan Bank, New York, New York, for the period beginning with the date of delivery of this Deed to Grantee and ending upon repayment of the purchase price and interest by Grantor to Grantee. The aforesaid repurchase provision shall continue in full force and effect until January 28, 1994 after which date, unless previously exercised, such repurchase provision shall terminate. The relative rights of the parties and the legal description of the Abutting Property are more fully set forth in the Purchase and Sale Agreement between the parties dated April 7, 1987 (as approved by the aforesaid Amendment to Final Judgment dated October 14, 1987) as such Agreement was amended by the Second Addendum to Purchase and Sale Agreement between the parties dated May 2, 1989 (approved by the aforesaid Second Amendment to Final Judgment entered June 8, 1989).

15. Grantee is acquiring the above described property for the purpose of expanding proposed well drilling fields for the acquisition of water for residents of Sarasota County and for the establishment of a park and conservation area. Accordingly, title shall be subject to the Restrictions and Conditions set forth in Exhibit "A" attached hereto, which Restrictions shall be deemed to be incorporated herein by this reference and shall be deemed to be Covenants running with the title to the aforesaid property.
16. Subject to all valid Easements, Reservations and Restrictions of record.
17. All recordings hereinabove referred to are in the Public Records of Sarasota County, Florida.

Grantor does hereby reserve unto itself, its successors and assigns, the following Easements over and across portions of the lands conveyed hereunder and, simultaneously herewith, Grantee is executing an Easement Deed granting that portion of the following described easements traversing abutting lands previously transferred to Grantee under the Final Judgment entered on February 28, 1984 in that certain litigation styled Sarasota County, Plaintiff, vs. John D. and Catherine T. MacArthur Foundation, Defendant, being Case No. 83-1016-CA-01 in the Circuit Court In and For Sarasota County, Florida, as recorded in O. R. Book 1993, Page 1300, to-wit:

A. A nonexclusive, perpetual easement 100 feet in width extending from and along the south line of Section 31-38-21 and Section 36-38-20 (Border Road), thence northerly over and across Sections 36 and 25, Township 38 South, Range 20 East, and over the westerly portion of Sections 18, 19 and 30, Township 38 South, Range 21 East, to a point of intersection with the South line of Section 7-38-21.

B. A nonexclusive, perpetual easement 100 feet in width extending southeasterly from the south line of Section 23-38-20 over and across Sections 25 and 26, Township 38 South, Range 20 to intersect with the Easement referred to in paragraph A, above.

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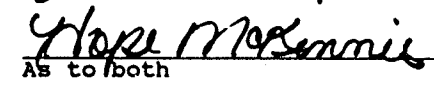
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C. The exact location of each of the aforesaid easements need not be determined until such time as Grantor or its successors or assigns is ready to commence development of its Abutting Property. In the event the parties are unable to agree as to the exact location of such easements, then and in such event the parties agree to follow a procedure similar to that defined in Paragraph 9 of the aforesaid Final Judgment which provides for a professional committee to be appointed to make such determination. In the consideration of this matter, however, such committee shall be comprised of engineers, surveyors, ecologists and land planners. Such committee is to select easement locations which they consider, among other factors, are locations for which construction permits will be obtainable and will minimize environmental impacts. Upon the final location of the aforesaid easements, whether by agreement or by arbitration, the parties agree to execute and record appropriate documents fixing the specific location of such easements and waiving any rights in the remaining lands affected by the broad reservations set forth above. A sketch reflecting the generalized location of the aforementioned easements is attached hereto as Exhibit "B" and made a part hereof.

D. The aforesaid easements may be used for pedestrian and vehicular access and for the installation, maintenance and repair of any and all utility lines required to service the Abutting Property.


IN WITNESS WHEREOF, Grantor has caused this Deed to be signed in its name and its corporate seal to be affixed by its undersigned duly authorized officers the date first above set forth.

Signed, sealed and delivered in the presence of:

  
  
 AS to both

JOHN D. and CATHERINE T. MACARTHUR FOUNDATION

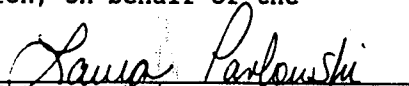
By   
 AS its Vice President

Attest:  (CORP SEAL)  
 AS its Assistant Secretary

STATE OF ILLINOIS  
 COUNTY OF Cook

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 1989 by LAWRENCE G. MARTIN as VICE President, and DAVID S. CHERNOFF, as ASSISTANT Secretary, of the JOHN D. and CATHERINE T. MACARTHUR FOUNDATION, an Illinois not-for-profit corporation, on behalf of the corporation.

OFFICIAL SEAL  
 LAURAPAVLOWSKI  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXP. MAY 18, 1991

  
 Notary Public

My commission expires: May 10, 1991

Prepared by: George A. Dietz, Esq.  
 Williams, Parker, Harrison, Dietz & Getzen  
 1550 Ringling Boulevard  
 P.O. Box 3258  
 Sarasota, Florida 34230

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EXHIBIT "A" TO DEED FROM  
MacARTHUR FOUNDATION TO COUNTY OF SARASOTA

RESTRICTIONS

There is hereby imposed upon the lands described in the attached Deed and reserved unto the Grantor, its successors and assigns, a conservation easement which shall constitute a perpetual restriction, easement, covenant and condition pursuant to and as contemplated by Section 704.06, Florida Statutes, for the purpose of retaining said lands predominantly in their natural, scenic, open, or wooded condition and retaining such area as suitable habitat for fish, plants and wildlife, as well as maintaining existing land uses (which include, but are not limited to, livestock grazing and silviculture), and which prohibits each of the following:

- A. Construction or placing of buildings, signs, billboards or other advertising, or other structures on or above the ground.
- B. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
- C. Removal or destruction of trees, shrubs, or other vegetation, except as dictated by good conservation, silviculture and environmental practices.
- D. Excavation, dredging, or removal of loam, peat, gravel, soil, phosphate, or other material substance in such manner as to affect the surface.
- E. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
- F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- G. Acts or uses detrimental to such retention of land or water areas.

The aforesaid restrictions shall not be deemed to prohibit, restrict or impede Grantee's rights to use said lands for park purposes (with uses similar to those presently permitted at Myakka State Park), silviculture, livestock grazing, drainage of surface water, or for water supply purposes including wells, pumping stations, transmission pipes, reservoirs and related facilities, including access roads, buildings or other structures necessary, desirable and actually needed and used for one or more of the aforesaid permitted uses; nor shall the aforesaid covenant to be deemed to restrict or prohibit any other right or privilege granted elsewhere in the Deed to which these Restrictions are attached or the Judgment and Amendments thereto as referred to in Paragraph 13 of the aforesaid Deed with respect to the lands described including the right of Grantee to grant easements for access roads and utility lines.

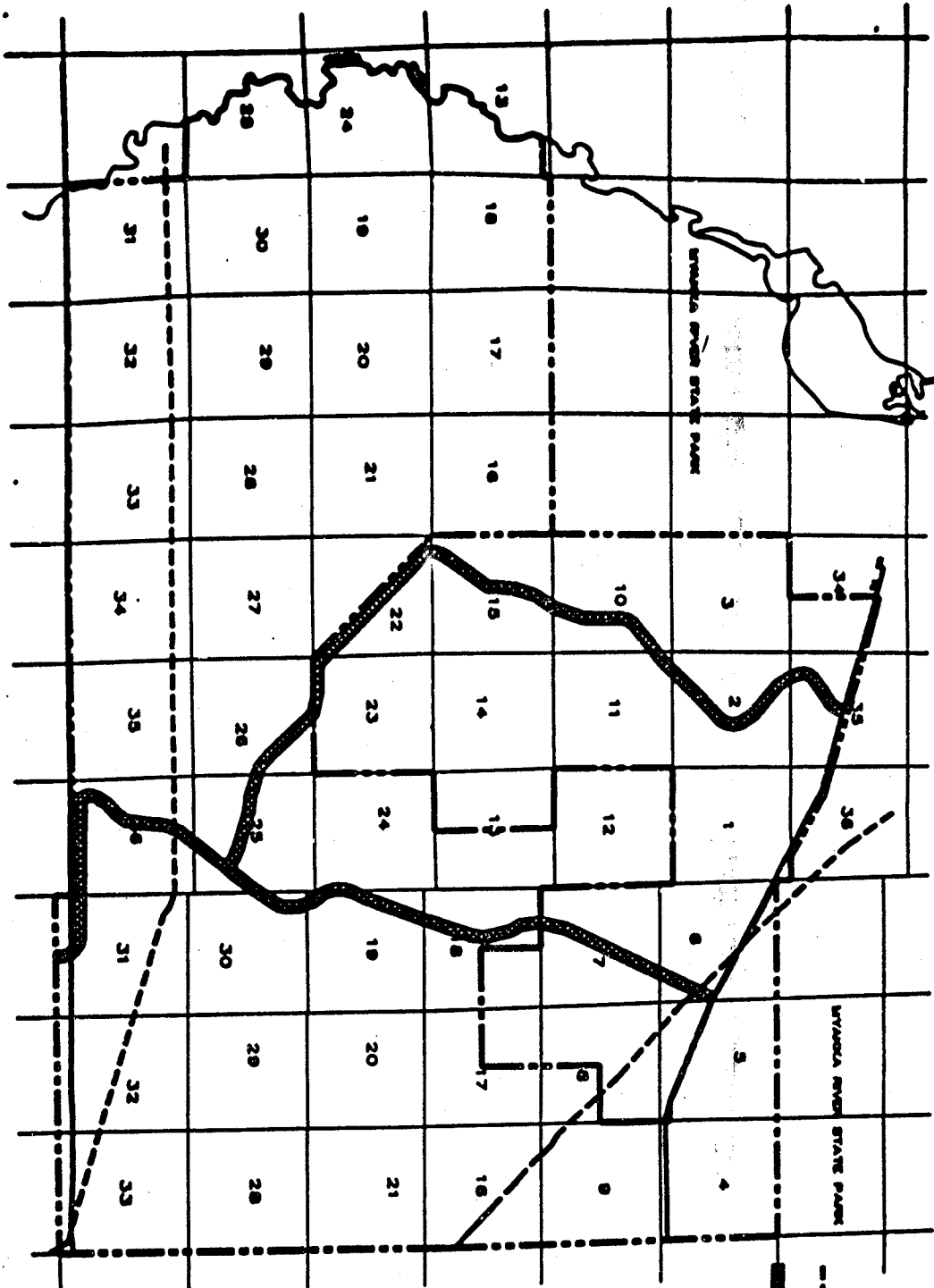
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**LEGEND**  
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 - - - - - ACCESS EASEMENTS  
 - - - - - BOUNDARY OF STATE PARK



ACCESS EASEMENTS

RECORDER'S NOTE: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

EXHIBIT "B" TO DEED FROM  
MACARTHUR FOUNDATION TO COUNTY OF SARASOTA



EM  
:70

94053155

SWF Parcel No. 21-199-101D  
Approved by Attorney: [Signature]

OFFICIAL RECORDS  
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QUIT CLAIM DEED

This Indenture, made this 28<sup>th</sup> day of APRIL, 1994, by and between the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter referred to as "the Grantor", and Sarasota County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 8, Sarasota, Florida 34230, hereinafter referred to as "the Grantee".

Witnesseth, that the Grantor, for and in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, has remised, released and quitclaimed to the Grantee and its successors and assigns forever all of the following described real property lying and being situated in Sarasota County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

PROVIDED HOWEVER, that the property is conveyed subject to the following:

The Grantor hereby reserves unto itself, its successors and assigns, title to an undivided three-fourths of all phosphate, minerals, and metals and title to an undivided one-half of all petroleum that may be in, on, or under the property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining, subject to the foregoing provisions and limitations unto the Grantee, its successors and assigns forever.

In Witness Whereof, the lawful representatives of the Grantor have hereunto set their hands and seals the day and year first above written.

TRANS NUM: 00297320  
DOC STAMPS PD: \$.70  
INTANG. TAX PD: \$.00  
KAREN E RUSHING SARASOTA CO.  
BY: [Signature] D.C.

344  
RETURN TO:  
CHICAGO TITLE INSURANCE COMPANY  
1800 Second Street, Suite 105  
SARASOTA, FL 34236

Signed, sealed and delivered  
in the presence of:

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

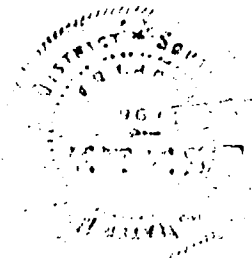
Dianna M Brass  
Signature of Witness #1  
DIANNA M BRASS  
(Typed/Printed Name of Witness #1)

By: Charles A. Black  
Charles A. Black, Chairman

Yolanda Velazquez  
Signature of Witness #2  
Yolanda Velazquez  
(Typed/Printed Name of Witness #2)

Attest: Sally Thompson  
Sally Thompson, Secretary

(Seal)



ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of APRIL, 1994, by Charles A. Black and Sally Thompson, Chairman and Secretary, respectively, of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the corporation. They are personally known to me.

(Seal)

Ronald C Daniel  
Name of Notary  
RONALD C DANIEL  
(Name of Notary typed, printed or stamped)  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

OFFICIAL NOTARY SEAL  
RONALD C DANIEL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC214795  
MY COMMISSION EXP. AUG. 13, 1996

This instrument prepared by:  
Wayne Alfieri, Senior Supervising Attorney  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34609-6899

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Manasota Basin  
Ringling MacArthur Project

SWF Parcel No. 21-199-101D  
(Foundation Lands to Sarasota County)

April 27, 1994

The West 1/2 of SECTION 13, all of SECTIONS 14, 15 and 23, and that part of SECTION 22 lying Northeasterly of a line extending from the northwest corner of said Section 22 to the southeast corner of Section 26, all in TOWNSHIP 38 SOUTH, RANGE 20 EAST, Sarasota County, Florida.

AND

The Northwest 1/4 of SECTION 17, and the Northeast 1/4 of SECTION 18, all in TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida.

Parcel 21-199-101D contains 2,913.49 acres, more or less.

RAS/dms  
21199101.D

Tax I. D. Nos. 673-00-2000, 675-00-1000, 677-00-1000, 691-00-1000, 693-00-1000, 897-00-2000 & 899-00-1000.

•• OFFICIAL RECORDS ••  
BOOK 2626  
PAGE 178

RECORDED IN OFFICIAL  
RECORDS  
RECORD VERIFIED  
94 APR 28 PM 4:04  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

15M  
20

94053156

7  
\*\* OFFICIAL RECORDS \*\*  
BOOK 2626  
PAGE 179

SWF Parcel No. 21-199-101D  
Approved by Attorney: Anta

RELEASE OF INTERESTS

This Release of Interests is made and given this 28<sup>th</sup> day of APRIL, 1994, by and between the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter referred to as "the Grantor", and Sarasota County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 8, Sarasota, Florida 34230, hereinafter referred to as "the Grantee".

Whereas, on April 28, 1994, the Grantor did remise, release and quitclaim to the Grantee those certain lands lying and being situated in Sarasota County, Florida, more specifically described in Exhibit "A" attached hereto and incorporated herein by reference, reserving unto itself, interest in, and title in certain metals, minerals, phosphates and petroleum, to and including the privilege to mine and develop same as recorded in Official Records Book 2626, Page 176, of the Public Records of Sarasota County, Florida.

Whereas the Grantee has requested the Grantor execute a release of any and all interest and title in those certain mineral interests it reserved in the lands described in Exhibit "A"; and

Whereas the Grantor pursuant to Florida Statue 270.11 has agreed to release those certain mineral interests it reserved in the lands described in Exhibit "A";

Now, Therefore, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt of which is acknowledged, the Grantor hereby remises, releases and relinquishes forever any and all right, title and interest in an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are or may be in, on, or under the lands and an undivided one-half interest in all the petroleum that is or may be in, on, or under the lands with the privilege to mine and develop the same, in all those lands more specifically described in Exhibit "A".

The terms "the Grantor" and "the Grantee" herein shall be construed to include the successors and assigns of the respective parties hereto, wherever the context so admits or requires.

In Witness Whereof, the lawful representatives of the Grantor have executed this instrument on the day and year above first written.

RETURN TO: 344  
CHICAGO TITLE INSURANCE COMPANY  
1800 Second Street, Suite 105  
SARASOTA, FL 34236

Page 1 of 2

TRANS NUM:00297320  
DOC STAMPS PD: \$.70  
INTANG. TAX PD: \$.00  
KAREN E. RUSHING SARASOTA CO.  
BY: [Signature] D.C.

Signed, sealed and delivered  
in the presence of:

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

Dianna M Brass  
Signature of Witness #1  
DIANNA M BRASS  
(Typed/Printed Name of Witness #1)

By: Charles A. Black  
Charles A. Black, Chairman

Yolanda Velazquez  
Signature of Witness #2  
Yolanda Velazquez  
(Typed/Printed Name of Witness #2)

Attest: Sally Thompson  
Sally Thompson, Secretary

(Seal)

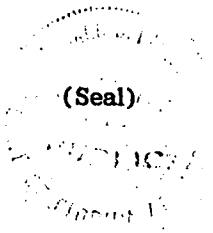


ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of APRIL, 1994, by Charles A. Black and Sally Thompson, Chairman and Secretary, respectively, of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the corporation. They are personally known to me.

(Seal)



Ronald C. Daniel  
Name of Notary  
RONALD C. DANIEL  
(Name of Notary typed, printed or stamped)  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

OFFICIAL NOTARY SEAL  
RONALD C DANIEL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC214795  
MY COMMISSION EXP. AUG. 13, 1996

This instrument prepared by:  
Wayne Alfieri, Senior Supervising Attorney  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34609-6899

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Manasota Basin  
Ringling MacArthur Project

SWF Parcel No. 21-199-101D  
(Foundation Lands to Sarasota County)

April 27, 1994

The West 1/2 of SECTION 13, all of SECTIONS 14, 15 and 23, and that part of SECTION 22 lying Northeastly of a line extending from the northwest corner of said Section 22 to the southeast corner of Section 26, all in TOWNSHIP 38 SOUTH, RANGE 20 EAST, Sarasota County, Florida.

AND

The Northwest 1/4 of SECTION 17, and the Northeast 1/4 of SECTION 18, all in TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida.

Parcel 21-199-101D contains 2,913.49 acres, more or less.

RAS/dms  
21199101.D

Tax I. D. Nos. 673-00-2000, 675-00-1000, 677-00-1000, 691-00-1000, 693-00-1000, 897-00-2000 & 899-00-1000.

•• OFFICIAL RECORDS ••  
BOOK 2625  
PAGE 181

RECORDED IN OFFICIAL  
RECORDS  
RECORD VERIFIED  
94 APR 28 PM 4:04  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

SWF Parcel No. 21-199-101B

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 25<sup>th</sup> day of April, 1994, by and between SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as Grantor, whose address is Post Office Box 8, Sarasota, Florida 34230, and SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created by Chapter 61-691, Laws of Florida, as amended, hereinafter referred to as Grantee, whose post office address is 2379 Broad Street, Brooksville, Florida 34609-6899.

OFFICIAL RECORDS  
BOOK 2626 PAGE 182

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars and other valuable consideration to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, the following described property situate in Sarasota County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof;

PROVIDED HOWEVER, that the property is conveyed subject to the following:

The Grantor hereby reserves unto itself, its successors and assigns, title to an undivided three-fourths of all phosphate, minerals, and metals and title to an undivided one-half of all petroleum that may be in, on, or under the property.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining.

Grantor does hereby specially warrant the title to said property only against the lawful claims of all persons claiming by, through, or under Grantor; subject, however, to the exceptions, covenants, limitations, conditions and reservations hereinafter set forth, to-wit:

1. Taxes for the year 1994 and subsequent years.
2. Right-of-Way 160' in width extending through Sections 5, 6 and 8, Township 38 South, Range 21 East, granted to Florida Power & Light Co. by Agreement dated March 14, 1956, recorded March 15, 1956 in Deed Book 371, Page 511.
3. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged lands, filled or artificially exposed lands and lands accreted to such lands.

All of the recording references hereinabove set forth refer to the Public Records of Sarasota County, Florida.

TRANS NUM:00297320  
DOC STAMPS PD: \$.70  
INTANG. TAX PR: \$.00  
KAREN E RUSHING SARASOTA CO.  
BY: *[Signature]*

344  
RETURN TO:  
CHICAGO TITLE INSURANCE COMPANY  
1800 Second Street, Suite 105  
SARASOTA, FL 34236

IN WITNESS WHEREOF, Grantor has caused this deed to be signed in its name by its undersigned duly authorized officers as of the date first above set forth.

•• OFFICIAL RECORDS ••  
BOOK 2626 PAGE 183

Signed, sealed and delivered  
in the presence of:

SARASOTA COUNTY, FLORIDA  
a political subdivision of the  
State of Florida  
By its: Board of County Commissioners

Stephen E. DeMarsh  
Signature of Witness #1

BY: Wayne L. Derr  
Wayne L. Derr, Chairman

STEPHEN E. DEMARSH  
(Typed/Printed Name of Witness #1)

Cory L. Montagano  
Signature of Witness #2

ATTEST:

KAREN E. RUSHING, as Clerk of  
the Circuit Court and Ex-Officio Clerk of  
the Board of County Commissioners

Cory L. Montagano  
(Typed/Printed Name of Witness #2)

BY: Paula J. Blotman  
Deputy Clerk  
(Seal)

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 1994, by WAYNE L. DERR, Chairman, and PAULA BLITSMAN, Deputy Clerk, on behalf of Sarasota County, Florida.

(Seal)



Cory L. Montagano  
Name of Notary  
Cory L. Montagano  
(Name of Notary typed, printed or stamped)  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by and Return to:

Stephen E. DeMarsh, Esq.  
Assistant County Attorney  
1549 Ringling Blvd., 3rd Floor  
Sarasota, FL 34236



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Manasota Basin  
Ringling MacArthur Project

SWF Parcel No. 21-199-101B  
(Sarasota County Lands to the District)

April 27, 1994

SECTION 12, TOWNSHIP 38 SOUTH, RANGE 20 EAST, Sarasota County, Florida.

AND

That part of SECTIONS 5 and 6, TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida, lying North of State Road No. 72.

AND

SECTIONS 4, 9 and the Southeast 1/4 of SECTION 8, all in TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida, LESS State Road No. 72 right of way and also LESS a parcel of land containing 1.01 acres, more or less, described in instrument recorded in Deed Book 318, Page 347, of the Public Records of Sarasota County, Florida, lying in the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 4.

Parcel 21-199-101B contains 2,660.36 acres, more or less.

RAS/dms  
21199101.B

Tax I. D. Numbers: 671-00-1000, 871-00-1000, 873-00-1000,  
875-00-1000, 881-00-1000, 880-00-1000

•• OFFICIAL RECORDS ••  
BOOK 2626 PAGE 184

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

94 APR 28 PM 4: 05

RECORDED IN OFFICIAL  
RECORDS  
RECORD VERIFIED

11

FM  
707-

94053158

9

SWF Parcel No. 21-199-101B

OFFICIAL RECORDS  
BOOK 2626  
PAGE 185

**QUIT CLAIM DEED**

*The terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.*

THIS INDENTURE, made this 28 day of April, 1994, by and between SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as Grantor, whose address is Post Office Box 8, Sarasota, Florida 34230, and SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created by Chapter 61-691, Laws of Florida, as amended, hereinafter referred to as Grantee, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby release, remise and quitclaim to Grantee any and all of the right, title and interest of Grantor in and to the following described property situate in Sarasota County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

The intent and purpose of this Deed is to convey to Grantee the title and interest of Grantor, if any, to all lands lying below the ordinary high water line of any streams, lakes or other bodies of water located within any portion of the aforesaid property.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized officer the date above written.

Signed, sealed and delivered in the presence of:

SARASOTA COUNTY, FLORIDA  
a political subdivision of the State of Florida  
By its: Board of County Commissioners

Steph S. Demarsh  
Signature of Witness #1

BY: Wayne L. Derr  
Wayne L. Derr, Chairman

STEPHEN E. DEMARSH  
(Typed/Printed Name of Witness #1)

ATTEST:  
KAREN E. RUSHING, as Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

Cory L. Montagan  
Signature of Witness #2

BY: Paul F. Lustman  
Deputy Clerk  
(Seal)

Cory L. Montagan  
(Typed/Printed Name of Witness #2)

TRANS NUM: 00297320  
DOC STAMPS PD: \$.78  
INTANG. TAX PD: \$.00  
KAREN E. RUSHING SARASOTA CO.  
BY: J. M. [Signature] D.C.

344  
RETURN TO:  
CHICAGO TITLE INSURANCE COMPANY  
1800 Second Street, Suite 105  
SARASOTA, FL 34238

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 1994, by WAYNE L. DERR, Chairman, and PAULA CLISTEN Deputy Clerk, on behalf of Sarasota County, Florida.

(Seal)

Cory L. Montagano  
Name of Notary  
Cory L. Montagano  
(Name of Notary typed, printed or stamped)  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by and Return to:

Stephen E. DeMarsh, Esq.  
Assistant County Attorney  
1549 Ringling Blvd., 3rd Floor  
Sarasota, FL 34236



OFFICIAL NOTARY SEAL  
CORY L. MONTAGANO  
MY COMM. EXP. 4-30-97  
No. CC 27625

•• OFFICIAL RECORDS ••  
BOOK 2626 PAGE 186

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Manasota Basin  
Ringling MacArthur Project

•• OFFICIAL RECORDS ••  
BOOK 2626 PAGE 187

SWF Parcel No. 21-199-101B  
(Sarasota County Lands to the District)

April 27, 1994

SECTION 12, TOWNSHIP 38 SOUTH, RANGE 20 EAST, Sarasota County, Florida.

AND

That part of SECTIONS 5 and 6, TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida, lying North of State Road No. 72.

AND

SECTIONS 4, 9 and the Southeast 1/4 of SECTION 8, all in TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida, LESS State Road No. 72 right of way and also LESS a parcel of land containing 1.01 acres, more or less, described in instrument recorded in Deed Book 318, Page 347, of the Public Records of Sarasota County, Florida, lying in the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 4.

Parcel 21-199-101B contains 2,660.36 acres, more or less.

RAS/dms  
21199101.B

Tax I. D. Nos. 671-00-1000, 871-00-1000, 873-00-1000, 875-00-1000, 881-00-1000, 880-001000.

5  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL  
94 APR 28 PM 4:05  
RECORDED IN OFFICIAL  
RECORDS  
RECORD VERIFIED

SWF Parcel No. 21-199-101B

**RELEASE OF INTERESTS**

This Release of Interests is made and given this 28 day of April, 1994, by and between Sarasota County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 8, Sarasota, Florida 34230, hereinafter referred to as "the Grantor", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter referred to as "the Grantee".

Whereas, on April 28, 1994, the Grantor did convey to the Grantee those certain lands lying and being situated in Sarasota County, Florida, more specifically described in Exhibit "A" attached hereto and incorporated herein by reference, reserving unto itself, interest in, and title in certain metals, minerals, phosphates and petroleum, to and including the privilege to mine and develop same as recorded in Official Records Book 2626 Page 185, of the Public Records of Sarasota County, Florida.

Whereas, the Grantee has requested the Grantor execute a release of any and all interest and title in those certain mineral interests it reserved in the lands described in Exhibit "A"; and

Whereas, the Grantor, pursuant to Florida Statute 270.11 has agreed to release those certain mineral interests it reserved in the lands described in Exhibit "A";

Now, Therefore, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt of which is acknowledged, the Grantor hereby remises, releases and relinquishes forever any and all right, title and interest in an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are or may be in, on, or under the lands and an undivided one-half interest in all the petroleum that is or may be in, on, or under the lands with the privilege to mine and develop the same, in all those lands more specifically described in Exhibit "A".

The terms "the Grantor" and "the Grantee" herein shall be construed to include the successors and assigns of the respective parties hereto, wherever the context so admits or requires.

TRANS NUM:00297320  
DOC STAMPS PD: \$.70  
INTANG. TAX PD: \$.00  
KAREN E RUSHING, SARASOTA CO.  
BY: [Signature] D.C.

RETURN TO:  
CHICAGO TITLE INSURANCE COMPANY  
1800 Second Street, Suite 105  
SARASOTA, FL 34238

244

70

In WITNESS WHEREOF, the lawful representatives of the Grantor have executed this instrument on the day and year first above written.

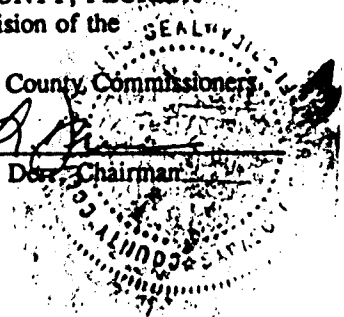
OFFICIAL RECORDS  
BOOK 2626  
PAGE 189

Signed, sealed and delivered  
in the presence of:

SARASOTA COUNTY, FLORIDA  
a political subdivision of the  
State of Florida

By its: Board of County Commissioners

BY: Wayne L. Derr  
Wayne L. Derr, Chairman



Stephen E. DeMarsh  
Signature of Witness #1

STEPHEN E. DEMARSH  
(Typed/Printed Name of Witness #1)

Cory L. Montagano  
Signature of Witness #2

Cory L. Montagano  
(Typed/Printed Name of Witness #2)

ATTEST:

KAREN E. RUSHING, as Clerk of  
the Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners

BY: Paula J. Christman

Deputy Clerk  
(Seal)

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 1994, by WAYNE L. DERR, Chairman, and PAULA CHRISTMAN Deputy Clerk, on behalf of Sarasota County, Florida.

(Seal)

Cory L. Montagano  
Name of Notary

Cory L. Montagano  
(Name of Notary typed, printed or stamped)

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument prepared by:

Stephen E. DeMarsh, Esq.  
Assistant County Attorney  
1549 Ringling Blvd., 3rd Floor  
Sarasota, FL 34236



OFFICIAL NOTARY SEAL  
CORY L. MONTAGANO  
MY COMM. EXP. 4-30-97  
No. CC 276425

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Manasota Basin  
Ringling MacArthur Project

•• OFFICIAL RECORDS ••  
BOOK 2626 PAGE 190

SWF Parcel No. 21-199-101B  
(Sarasota County Lands to the District)

April 27, 1994

SECTION 12, TOWNSHIP 38 SOUTH, RANGE 20 EAST, Sarasota County, Florida.

AND

That part of SECTIONS 5 and 6, TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida, lying North of State Road No. 72.

AND

SECTIONS 4, 9 and the Southeast 1/4 of SECTION 8, all in TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida, LESS State Road No. 72 right of way and also LESS a parcel of land containing 1.01 acres, more or less, described in instrument recorded in Deed Book 318, Page 347, of the Public Records of Sarasota County, Florida, lying in the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 4.

Parcel 21-199-101B contains 2,660.36 acres, more or less.

RAS/dms  
21199101.B

Tax I.D. Numbers: 671-00-1000, 871-00-1000, 873-00-1000,  
875-00-1000, 881-00-1000, 880-00-1000.

RECORDED IN OFFICIAL  
RECORDS  
RECORD VERIFIED  
94 APR 28 PM 4:05  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL