

495841

D E E D

THIS INDENTURE made this 6th day of March, 1974, between SARASOTA BANK AND TRUST COMPANY, a state banking association, as Trustee under a certain Trust Agreement dated July 19, 1971, known and referred to as "Longbeach Land Trust", herein called "Grantor" and the STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND herein called "Grantee",

W I T N E S S E T H:

The Grantor for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee to Grantor, receipt whereof is hereby acknowledged, hereby remises, releases, bargains and sells unto the Grantee all of Grantor's right, title and interest, claim and demand to the property located in Manatee County, Florida, described on attached "Schedule A" which is by reference adopted and incorporated herein together with a certain described easement for ingress and egress to and from the above described property, which easement is hereinafter described in paragraph 4 of this deed.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, including riparian rights appurtenant to land described in "Schedule A", and all of the estate, right, title, interest, and claim whatsoever of the Grantor either in law or in equity to the only proper use, benefit and behoof of the Grantee and Grantee's assigns forever, subject however to the following conditions, all of which shall be considered as covenants running with the land and applicable both to the land granted and to the easements herein described.

FOR RECORD SEE O.R. BOOK 847 PAGE 343

013536
 MANATEE COUNTY
 FLORIDA
 DEPT. OF REVENUE
 MARCH 74
 P.D. 11109
 DOCUMENTARY SUR TAX
 00.55
 FLORIDA STAMP TAX
 00.30

1. The said property shall be used and maintained at all times henceforth solely as a public recreation area in its natural state; no permanent structure or improvements shall be erected thereon, and all use thereon of motor-driven wheeled vehicles shall be prohibited except for emergency, police, maintenance or service vehicles which shall be permitted thereon while in performance of official duties directly related to public health, safety or welfare.

2. This deed is given in connection with settlement by the parties of Case No. CA-5879, Circuit Court, Manatee County, Florida, styled Frank J. Conrad, et ux, vs. Reubin O'D Askew, et al, as Trustees, wherein the Plaintiffs sought to quiet title to certain lands in Manatee County therein described. As part of the settlement of said case, both parties agreed to a division of the land in question and the establishment of a common boundary line to separate the land of the Grantor from the land of the Grantee both now and in the future to the extent herein provided. Said common boundary line is described in Schedule "B" attached hereto and made a part hereof. The described boundary line extended east and west shall continue to be the common boundary line of the said lands of the Grantor and their respective successors and assigns, regardless of any breakthrough or washout which may occur through the neck of the narrow isthmus of land traversed by said boundary line and the re-building of said breakthrough or washout either by accretion or natural forces. Any re-building of said area in the event of breakthrough or washout shall be done only after compliance with Chapter 253, Florida Statutes, and other applicable laws and regulations. The said agreed boundary line extended east and west shall, as between the parties, henceforth constitute the northerly limit of Grantor's ownership. Grantor irrevocably disclaims and quit-claims

to Grantee any interest in accretion which may hereafter form northerly of the agreed common boundary line. It is the intention of the parties that Bank and its successors in interest shall own all accretion to Longboat Key attaching to property owned by them lying southerly of the said common boundary line and that Grantee shall own all accretion, whether actually attached to Longboat Key or not, lying northerly of said common boundary line. Any erosion of the described tract owned by Plaintiffs southerly of the common boundary line and below the mean high tide line will vest ownership of such eroded land in the State of Florida. Any accretion to the described tract owned by Plaintiffs which occurs southerly of the common boundary line and above the mean high tide line will vest ownership of such accreted land in the Plaintiff and its successors in interest.

3. In further consideration of said settlement and conveyances incident thereto, Grantor does hereby further grant unto Grantee and its successors in interest an easement appurtenant to the land herein conveyed in favor of the said conveyed land and as dominant estate, in and to the land of Grantor lying southerly of and within 200 feet of the agreed common boundary line herein established, said easement being granted for the following uses and purposes incident to the ownership by Grantee of the said dominant estate, to-wit: If natural forces shall cause a breakthrough or a washout of the said isthmus of land, affecting in whole or in part, the common boundary line of the parties (extended easterly and westerly as may be required by erosion or accretion), Grantor shall not artificially fill any of its said land lying southerly and within 200 feet of the said common boundary line without the express written permission of Grantee herein. Upon the express written demand of Grantee herein, and providing other requirements

of law are met by Grantee, Grantor will fill such land which has become eroded or avulsed due to natural forces, at Grantor's expense.

4. In further consideration of said settlement and the exchange of the said deeds, Grantor herein, being the owner of all of said Blocks 38 & 39 of Longbeach Subdivision, Plat Book 6, Page 66, Public Records of Manatee County, hereby grants unto Grantee herein, and its successors in interest, an easement in gross over land of Grantors described in Schedule "C" attached hereto and made a part hereof, such easement being described as follows:

A strip of land 10 feet in width, extending in a generally northerly-southerly direction along the entire westerly edge of the land described in said Schedule "C", terminating on the northerly end at the said common boundary line of the parties described in Schedule "B" hereto, and terminating on the southerly end where such 10' strip of land intersects Sea Breeze Avenue of the said plat of Longbeach or the extension of said street westerly, said strip being more specifically described as that parcel of land between the northerly and southerly terminus described, representing at all times the 10 feet of the said land immediately easterly of mean high water line of the Gulf of Mexico.

The parties recognize that the westerly boundary line of Grantor's land over which this easement is created is formed by the Gulf of Mexico and is therefore subject to change by accretion and erosion, and all of Grantor's said land is impressed with the obligation of this easement to the end that despite such changes in Grantor's said westerly boundary, Grantee's access easement shall, at all times, constitute the 10 feet immediately easterly of the Gulf of Mexico mean high water line, extending from Grantee's land described in Schedule "A" on the north, southerly a distance to at all times intersect Sea Breeze Avenue and Sea Breeze Avenue extended to the Gulf of Mexico as same is located

from time to time, or some intervening platted street of said subdivision so as to provide, at all times, public access from public roads, via platted streets, thence via this said easement to the land conveyed herein to Grantee and described in Schedule "A" hereto. In the event Sea Breeze Avenue, or any platted street between Sea Breeze Avenue and the said common boundary line, should ever be vacated, such vacation shall be subject to a 10 foot easement, running from Ringling Boulevard to the access easement first above described.

5. Grantee, by acceptance of this deed, acknowledges and agrees to all of the terms and conditions expressed in the deed and acknowledges that the conditions, limitations and restrictions with respect to use of the property shall constitute covenants running with the land binding on all parties to the deed and those claiming under them and that such limitations, restrictions and conditions are for the benefit of all future owners of the property.

6. The parties have used metes and bounds description from a J. V. Mosby survey of the area dated November 12, 1973, reflecting the mean high water line as of August 1, 1973 (a sketch of which survey is attached and adopted by reference). The parties acknowledge that this is the most recent survey available and it has been assumed for simplicity of conveyancing that the said description accurately tracks, where applicable, the mean high water line on the date of conveyance and to the extent, if any, that there is a variance between the survey mean high water line and the actual location of same on the ground, then the mean high water line on the ground on the date of conveyance shall govern.

IN WITNESS WHEREOF, the parties hereto have hereunto set their


hands and seals the day and year first above written.

SARASOTA BANK AND TRUST COMPANY
A State Banking Corporation,
As Trustee

By: Robert M. Stith, Jr.

Robert M. Stith, Jr.
Executive Vice President
and Senior Trust Officer

ATTEST:

Wm. J. Coffin
Notary Public


STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th
day of March, 1974, by Robert M. Stith, Jr. as
Exec. Vice Pres. & Sr. Trust Officer of SARASOTA BANK AND TRUST COMPANY,
a State Banking Corporation, as Trustee under Trust Agreement dated
July 19, 1971.

Edna D. Morse
Notary Public

My commission expires:

Notary Public, State of Florida at large
My Commission Expires Jan. 30, 1977
Bonded by Aetna Casualty & Surety Co.



SCHEDULE "A"

Commence at the Southeasterly corner of Block 38, Longbeach Subdivision, recorded in Plat Book 6, Page 66 of the Public Records of Manatee County, Florida, said point also being the Northwesterly corner of the intersection of Coral Avenue and Seabreeze Avenue; thence along the Northwesterly right-of-way line of said Coral Avenue to the Point of Intersection of said right-of-way line of Coral Avenue, and the Southwesterly right-of-way line of Coral Avenue, and the Southwesterly right-of-way line of Ringling Blvd.; thence N 40°00'00" W, along said right-of-way line, 639.88 ft. to the existing Mean High Water Line of Sarasota Bay; thence along said Mean High Water Line, the following courses and distances, S 13°30'00" W, 280.0 ft.; S 33°24'09" W, 125.20 ft.; N 53°58'31" W, 81.50 ft.; N 08°18'30" W, 116.64 ft.; N 22°25'20" W, 91.38 ft.; N 36°59'31" W, 88.49 ft.; N 70°03'27" W, 176.25 ft.; N 21°09'38" W, 82.41 ft.; N 00°19'11" W, 93.01 ft.; N 11°10'34" W, 78.87 ft. to the Point of Beginning; thence continue northerly more or less along said Mean High Water Line on the following courses and distances: N 22°09'59" W, 78.45 ft.; N 29°18'47" W, 88.94 ft.; N 06°46'26" E, 93.45 ft.; N 54°46'00" E, 72.21 ft.; N 58°48'12" E, 86.49 ft.; N 45°51'07" E, 88.58 ft.; N 15°13'58" W, 113.72 ft.; N 10°56'23" E, 88.89 ft.; S 78°17'17" E, 47.80 ft.; N 02°51'25" W, 177.00 ft.; N 15°56'29" E, 84.74 ft.; N 72°23'27" E, 141.57 ft.; S 50°51'52" E, 151.80 ft.; S 41°38'19" E, 149.97 ft.; N 41°32'54" E, 30.01 ft.; N 07°30'21" E, 16.28 ft.; N 10°53'59" W, 62.82 ft.; N 23°49'57" W, 85.07 ft.; N 24°59'12" W, 71.03 ft.; N 38°00'08" W, 80.37 ft.; N 23°14'13" W, 80.23 ft.; N 18°08'46" W, 86.46 ft.; N 54°27'37" W, 62.84 ft.; N 85°39'39" W, 81.19 ft.; N 80°01'56" W, 82.11 ft.; N 89°45'49" W, 78.27 ft.; S 79°29'58" W, 90.70 ft.; S 76°10'56" W, 90.87 ft.; S 79°42'42" W, 86.74 ft.; S 52°21'23" W, 87.86 ft.; S 32°36'00" W, 87.59 ft.; S 22°32'17" W, 84.12 ft.; S 01°36'44" W, 72.98 ft.; S 11°02'42" E, 90.02 ft.; S 12°50'58" E, 94.00 ft.; S 10°56'49" E, 92.04 ft.; S 08°06'58" E, 91.43 ft.; S 03°05'01" E, 88.93 ft.; S 06°15'24" E, 90.22 ft.; S 10°21'08" E, 86.26 ft.; S 11°38'30" E, 92.78 ft.; S 10°11'55" E, 91.48 ft.; S 11°58'07" E, 93.78 ft.; to a point on the Mean High Water Line where the Point of Beginning bears N 78°01'04" E, thence N 78°01'04" E, 183.34 ft.; to the Mean High Water Line of Sarasota Bay, being the Point of Beginning.

Said property immediately above-described lying and being in Sections 15 and 22, Township 35 South, Range 16 East, Manatee County, Florida.

State - County Property

SCHEDULE "B"

Begin at the Southeasterly corner of Block 38, Longbeach Subdivision, recorded in Plat Book 6, Page 66, Public Records of Manatee County, Florida, said point also being the Northwesterly corner of the intersection of Coral Avenue and Seabreeze Avenue; thence N 05°00'00" E, along the Northwesterly right of way line of said Coral Avenue, 90.71 feet to the P.C. of a curve to the right, having a radius of 425.0 feet; thence along the arc of said curve, and along said right of way line thru a central angle of 42°41'30", a distance of 316.67 feet to the P.T. of said curve; thence continuing along said right of way line, N 47°41'30" E, 275.27 feet to the Point of Intersection of said right of way line of Coral Avenue, and the Southwesterly right of way line of Ringling Boulevard; thence N 40°00'00" W, along said right of way line, 639.88 feet to a point on the existing Mean High Water Line of Sarasota Bay; thence continue N 40°00'00" West, 390.66 feet to a point in Sarasota Bay, thence South 78°01'04" West, 270.32 feet to the Mean High Water Line of Sarasota Bay, which point is the easterly end of the agreed boundary line; thence continue across the upland South 78°01'04" West, 183.34 feet to the Mean High Water Line of the Gulf of Mexico, which point is the westerly end of the agreed boundary line between said parties, it further being the intention of the parties and is agreed that the agreed boundary line shall extend easterly and westerly on the last described bearing to the extent necessary to cross the uplands at all times taking into account the changes in the shoreline occurring from time to time resulting from erosion and accretion.

Said boundary line of said property lying in Section 15, Township 35 South, Range 16 East, Manatee County, Florida.

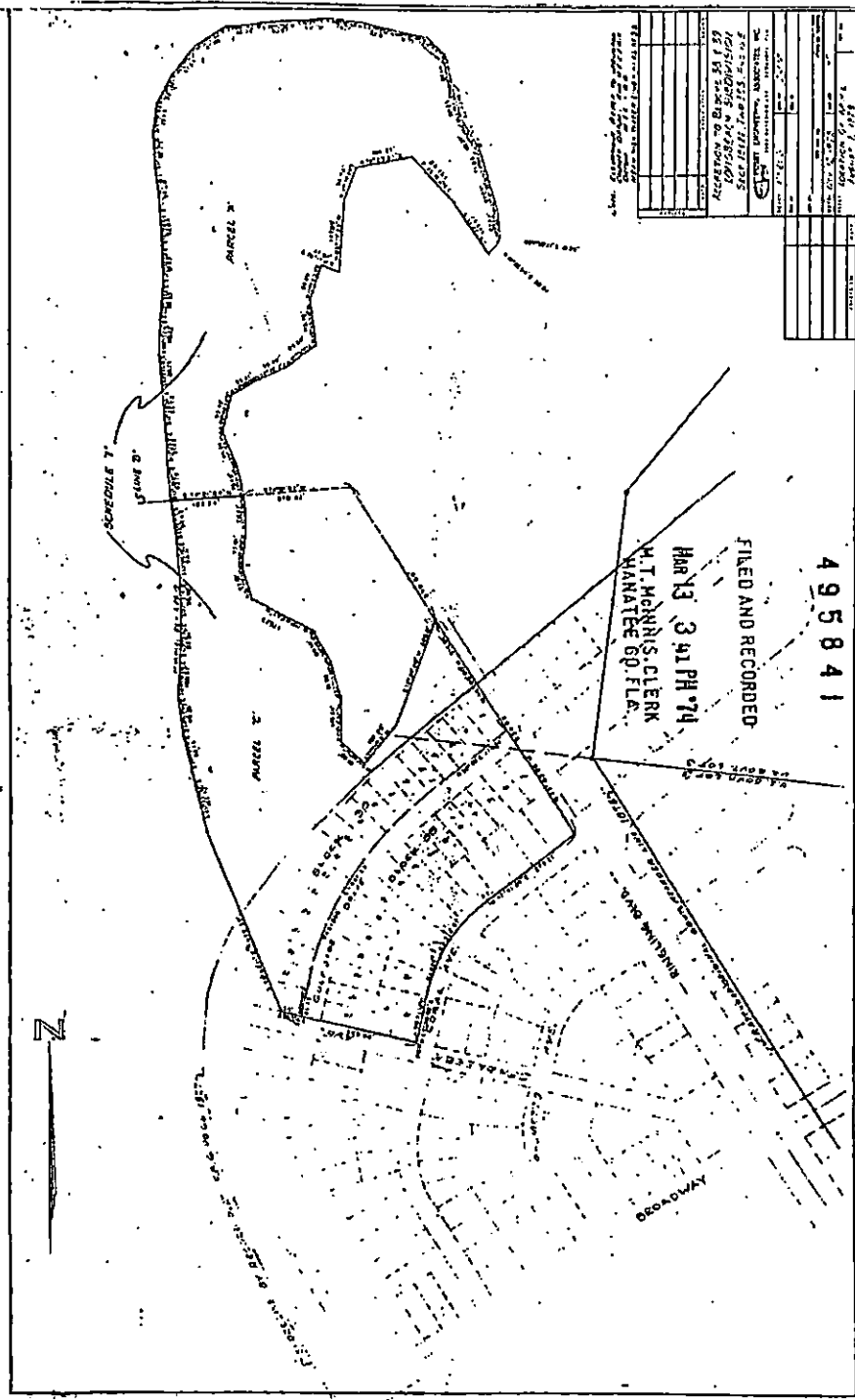
Common Boundary Line

SCHEDULE "C"

Begin at the Southeasterly corner of Block 38, Longbeach Subdivision, recorded in Plat Book 6, Page 66 of the Public Records of Manatee County, Florida, said point also being the Northwesterly corner of the intersection of Coral Avenue and Seabreeze Avenue; thence N 05°00'00"E, along the Northwesterly right-of-way line of said Coral Avenue, 90.71 ft. to the P.C. of a curve to the right, having a radius of 425.0 ft.; thence along the arc of said curve, and along said right-of-way line, thru a central angle of 42°41'30", a distance of 316.67 ft. to the P. T. of said curve; thence continuing along said right-of-way line, N 47°41'30"E, 275.27 ft. to the Point of Intersection of said right-of-way line of Coral Avenue, and the Southwesterly right-of-way line of Ringling Blvd.; thence N 40°00'00"W, along said right-of-way line, 639.88 ft. to a point on the existing Mean High Water Line of Sarasota Bay; thence along said Mean High Water Line, the following courses and distances; S 13°30'00"W, 280.0 ft.; S 33°24'09"W, 125.20 ft.; N 53°58'31"W, 81.50 ft.; N 08°18'30"W, 116.64 ft.; N 22°25'20"W, 91.38 ft.; N 36°59'31"W, 88.49 ft.; N 70°03'27"W, 176.25 ft.; N 21°09'38"W, 82.41 ft.; N 00°19'11"W, 93.01 ft.; N 11°10'34"W, 78.87 ft.; thence leaving said Mean High Water Line of Sarasota Bay, S 78°01'04"W, 183.34 ft.; to the Mean High Water Line of the Gulf of Mexico; thence along said Mean High Water Line, the following courses and distances: S 15°27'15"E, 94.65 ft.; S 13°06'18"E, 95.11 ft.; S 07°13'14"E, 96.40 ft.; S 05°15'42"E, 97.34 ft.; S 04°08'06"E, 100.57 ft.; S 14°03'50"E, 96.39 ft.; S 21°52'09"E, 93.46 ft.; S 20°55'32"E, 155.72 ft.; thence S 28°24'11"E, 472.57 ft. to the Point of Intersection of said Mean High Water Line, and the Northerly right-of-way line of Seabreeze Avenue; thence S 85°00'00"E, along said right-of-way line, 345.0 ft. to the Point of Beginning.

-- Said Longbeach Subdivision lying and being in Sections 15 and 22, Township 35 South, Range 16 East, Manatee County, Florida,

Bank Property.



FILED	495841
RECORDED	
FILED AND RECORDED MAR 13 3 41 PM '74 M. T. MOHR'S CLERK MANATEE CO. FLA.	

Exhibit To Deed From Sarasota Bank & Trust Company To State Of Florida

REC. 660 PAGE 704

STATE OF FLORIDA, COUNTY OF MANATEE
 This is to certify that the foregoing is a true and correct copy of the document on file in my office.

- No reductions
- Full Document
- Not LOA
- Reflected pursuant to law
- Page ___ of ___
- Letter of Administration is in full force and effect



By: [Signature] 13 MAR 2017
 MANATEE COUNTY CLERK OF COURT
 Deputy Clerk

[Handwritten Signature]