



## MEMORANDUM

TO: Maggie Mooney-Portale, Esq. CLIENT-MATTER NO.: 47831.0001  
FROM: Deborah A. Getzoff, Esq.  
DATE: June 3, 2020  
RE: ATTORNEY WORK PRODUCT: Background re: Beer Can Island Deeds; North End Structures and County Easement

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The information below relates to statements by a Mr. William Saba (not the William Saba referenced below) who is claiming that the Town's permitted North End structures on Longboat Key at Beer Can/Greer Island are prohibited. He apparently believes this is based upon restrictions in a 1974 deed from the former Longbeach Land Trust to the State of Florida pursuant to a Stipulation for Settlement filed in a circuit court case where the State was sued by the Trust and its predecessors for title to Beer Can Island. Pursuant to the Stipulation for Settlement, the State then conveyed the northern portion of Beer Can Island to Manatee County in a Deed Subject to Reversions.

This memorandum provides the background and details of the lawsuit, its resolution, and subsequent deeds pursuant to the Stipulation for Settlement entered into by all parties to the suit in 1974.

### Historical Background and Litigation Between State of Florida and Conrads/ Longbeach Land Trust for Beer Can Island

Historically, the area known as Beer Can Island or Greer Island at the north end of Longboat Key was a separate island in the past owned by the State of Florida Trustees of the Internal Improvement Trust Fund ("TIITF"). The north end of Longboat Key contained platted properties for the Longbeach Subdivision owned by the Saba and Conrad families, among others.

The offshore Beer Can Island eventually gradually attached itself to the Longboat Key mainland adjacent to property owned by Frank J. Conrad and Marjorie L. Conrad (the "Conrads"). The Conrads sought title to the accreted island area through a disclaimer from the state. Manatee County also wanted the island to remain as a public recreation area. The TIITF denied the Conrads' claim, and in 1972 the Conrads filed suit against the Trustees seeking to quiet title to the property and to prevent conveyance to Manatee County. The County intervened in the suit.

In July, 1971, William A. Saba and Linda C. Saba designated the Sarasota Bank and Trust company as Trustee for the Longbeach Land Trust created by Trust Agreement dated July 19,

1971 and conveyed platted property for the Longbeach Subdivision at the north end of Longboat to that trust by a Deed in Trust. (attached hereto as Exhibit Item #1). The Sabas were not a party to the suit.

In September, 1973, the Conrads conveyed their north end Longbeach Subdivision property in a Deed In Trust to the Sarasota Bank and Trust Company as Trustee for Longbeach Land Trust pursuant to the Trust established July 19, 1971. (attached hereto as Exhibit Item #2).

In January, 1974, the Sarasota Bank and Trust Company as Trustee for the Longbeach Land Trust was substituted as a party plaintiff in lieu of the Conrads in the lawsuit. The Bank filed an amended complaint asserting the Trust's fee simple ownership in the Beer Can Island peninsula.

Limitations of interest of beneficiaries: Both property conveyances in Exhibit Items #1 and #2 from the Saba and Conrad individuals to the Sarasota Bank and Trust Company as Trustee for the Longbeach Land Trust contained identical limiting provisions regarding beneficiaries of the trust:

“The interest of each and every beneficiary hereunder 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 said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.”

### Stipulation for Settlement

In late 1973, the parties to the suit for injunction and to quiet title to the entire Beer Can Island peninsula negotiated a proposed settlement:

- The TIITF would quitclaim deed to the Conrads or their successors in interest the entire 19.7 acres of the peninsula of Beer Can Island.
- The Conrads or their successors would retain 7.6 acres in the southerly portion of the land formation. A common boundary would be demarcated at the northern tip of the 7.6 acres beyond which neither plaintiffs nor their successors could thereafter claim interest in the land or its accretions.
- Plaintiffs or their successors would then deed in fee simple to TIITF the adjacent northerly 12.1 acres of Beer Can Island, together with an access easement through the southerly 7.6 acres.
- The conveyance of the northern sector of Beer Can Island would be subject to a covenant running with that land which would restrict (1) the property's use to that of a recreational area to be henceforth maintained in its natural state without permanent improvements, and (2) north peninsula access to modes other than motorized wheeled vehicles.
- Upon dissolution of the injunction prohibiting the TIITF from conveying their interest to parties other than plaintiffs, the State planned to convey in fee simple the 12.1 acres of Beer Can Island, subject to its restrictions.

The final terms settlement agreement terms were placed in a signed Stipulation for Settlement dated January 14, 1974 that had been approved by the TIITF at a public Board meeting in December, 1973 and was then submitted by all parties to the Circuit Court of Manatee County for entry of Final Judgement.

The Stipulation for Settlement adopted the land exchanges listed above, with final conveyance of the 12.1 acres described in Schedule A of the Stipulation at the northern part of Beer Can Island first to the state from the Plaintiffs, and then to Manatee County. However, the actual language of the signed and filed Stipulation relating to the restrictive covenant for the property deeded to the Trustees and then to be deeded to the County differed from the "proposed" settlement language above:

Paragraph 9. of the adopted Stipulation for Settlement reads as follows:

"9. It is further stipulated that property described in Schedule "A" shall be kept in its natural state in perpetuity, and preserved as a natural wilderness recreational area and wildlife preserve and that no man-made alterations shall be caused or structures of any kind constructed or placed on said property other than in connection with protection of the property from natural elements, and then only with applicable local, state and federal permits." (Emphasis supplied).

On January 22, 1974, the judge approved the filed Stipulation for Settlement and incorporated it by reference into the Final Judgement and ordered dissolution of the injunction against conveyance of the property. (Attached hereto as Exhibit Item #3)

Subsequently, the conveyances exchanging lands between the state and the Sarasota Bank and Trust as Trustee for the Longbeach Land Trust occurred in March, 1974. (Attached hereto as Exhibit Items #4 and #5). The TIITF then conveyed the 12.1 acres at the north end of Beer Can Island to Manatee County in Trustees Deed 25461 recorded on April 4, 1974. (Attached hereto as Exhibit Item #6).

However, the Exhibit Item #5 deed from the Sarasota Bank and Trust Company to the State of Florida for the 12.1 acres of Beer Can Island only stated restrictive covenant language described in the "proposed" settlement agreement and did not include the exact language from the final approved Stipulation for Settlement that allowed "man-made alterations or structures" to protect the property from natural elements with appropriate permits.

Paragraph 1 of Trustees Deed 25461 Subject to Reversions to Manatee County includes the exact restrictive covenant language contained in Paragraph 9 of the Stipulation for Settlement listed above that prohibits man-made alterations or structures *unless "...in connection with protection of the property from natural elements, and then only with applicable local, state and federal permits."* (Attached hereto as Exhibit Item #6).

In September, 1994, the staff of the TIITF was informed by letter from counsel for the Trust beneficiaries that the Longbeach Land Trust had been dissolved. (Attached hereto as Exhibit Item #7).

## Summary

The Stipulation for Settlement was agreed to by all parties, was approved through an agenda item at the December 4, 1973 TIITF meeting, and was adopted and made part of the Final Judgement dated January 22, 1974. The exact language of Paragraph 9 of the Stipulation was stated in Trustees' Deed 25461 to Manatee County recorded April 4, 1974, over forty-six years ago. No complaint or objection to this language contained in Deed 25461 has ever been raised by the banks serving as trustees for the Longbeach Land Trust or its beneficiaries or by the original parties to the lawsuit.

The restrictive covenant language in the deed from Sarasota Bank and Trust Company, Trustee for the Longbeach Land Trust, to the TIITF did not include the exact terms for restrictive language from the Stipulation for Settlement. These precise terms were properly stated in the deed from the TIITF to Manatee County as required by the Stipulation. Any claim by a purported beneficiary of the dissolved trust that no man-made alterations or structures can be placed on Manatee County's land on Beer Can Island for preservation of the island and recreational uses is inconsistent with the Stipulation and Final Judgement. Such claim is barred by failure to raise a challenge to the correct restrictive covenant in recorded TIITF Deed 25461 for the past forty-six years.

It has been well documented that the Gulf front land on Beer Can/Greer Island is eroding rapidly. Over the years, it has continued as an eroding sandy beach area due to the erosion losses of costly beach nourishment sand placed near it by the Town of Longboat Key to protect endangered residential structures and public beach access. This sand quickly migrated to the north to Beer Can Island and into the Pass. The Town can no longer afford to spend millions of dollars to place sand in this area that quickly erodes, moves to the north and is lost in the Pass. This is the reason that Greer Island has been accreting inland in the Pass and Bay areas, which has threatened navigation in the Pass and on the northern Bayfront properties of Longboat Key.

The Town had previously installed two permeable groins with sand in front of 360 North in an attempt to protect the 360 North residential areas and the northernmost public beach access location. While these structures have somewhat reduced the major loss of nourished sand to the north under some conditions, additional structures are necessary to provide reasonable protection to these locations and to try to preserve some Gulf front beach areas remaining on Beer Can/Greer Island.

Without these additional structures, the stability, recreational and natural wilderness features of Beer Can Island will erode away and disappear. The placement of the proposed North End shore protection structures will help to maintain and preserve the natural and recreational values as intended by the language of the Stipulation for Settlement and as reflected in the restriction allowing structures for these purposes in the State's deed to Manatee County.

## Attachments



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## Attachments

## INDEX

Ex.	Description
1.	Deed in Trust executed by William A. Saba and Linda C. Saba in favor of Sarasota Bank and Trust, dated July 19, 1971, recorded July 21, 1971 in Official Records Book 513, Page 647 of the Public Records of Manatee County, Florida.
2.	Deed in Trust executed by Frank J. Conrad and Marjorie L. Conrad in favor of Sarasota Bank and Trust, dated September 28, 1973, recorded October 1, 1973 in Official Records Book 634, Page 133 of the Public Records of Manatee County, Florida.
3.	In The Circuit Court of the Twelfth Judicial Circuit in and For Manatee County, Florida – Final Judgment dated January 22 1974, recorded January 22, 1974 in Official Records Book 652, Page 791 of the Public Records of Manatee County, Florida.
4.	Deed No. 25460 executed by State of Florida Board of Trustees of the Internal Improvement Trust Fund to Sarasota Bank and Trust Company, as Trustee known as Longbeach Land Trust in settlement to Frank J. Conrad and Marjorie L. Conrad, dated March 1, 1974.
5.	Deed executed by Sarasota Bank and Trust Company in favor of State of Florida Board of Trustees of the Internal Improvement Trust Fund, dated March 6, 1974, recorded March 13, 1974 in Official Records Book 660, Page 695 of the Public Records of Manatee County, Florida. **For Easement see O.R. Book 847, Page 343
6.	Deed No. 25461 Subject to Reversions executed by State of Florida Board of Trustees of the Internal Improvement Trust Fund in favor of Manatee County, dated April 2, 1974, Recorded April 4, 1974 in Official Records Book 664, Page 734 of the Public Records of Manatee County, Florida.
7.	Letter from Robert J. Carr of Kirk Pinkerton to the Board of Trustees advising of dissolution of successor bank Trustee for Longbeach Land Trust, dated September 23, 1994.

# EXHIBIT 1

State 730  
S.A. 155  
Rec 1-2

410888

DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor WILLIAM A. SABA and LINDA C. SABA, Husband and Wife, of the County of Sarasota, and State of Florida, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable considerations in hand paid, Convey, Grant, Sell and Quitclaim unto SARASOTA BANK AND TRUST COMPANY, a Florida State Banking corporation. as Trustee, under the provisions of a trust agreement dated the 14th day of July 1971, known as Longbeach Land Trust, the following described real estate in the County of Manatee and State of Florida, to-wit:

PARCEL I: Lots 7 and 8, Block 36, of Revised LONGBEACH according to the plat thereof, recorded in Plat Book 6, Page 66 of the Public Records of Manatee County, Florida;

PARCEL II: Begin at the most northerly corner of Block 28 of Revised Plat of LONGBEACH as recorded in Plat Book 6, Page 66, Public Records of Manatee County, Florida; thence Northwesterly along an extension of the Northeasterly line of said Block 28, a distance of 80' for a Point of Beginning; thence continue Northwesterly 120'; thence Southwesterly and parallel to northwesterly line of said Block 28, 125'; thence Southeasterly and parallel to northeasterly line of Lot 10, Block 35 of said Longbeach, 120'; thence Northeasterly along the southeasterly line of said Block 35, extended, 125' to the Point of Beginning;

TOGETHER WITH that portion of the vacated street located between the South line of Lot 8, Block 36, Revised Longbeach and the north line of said Parcel II; and,

Lot 9, Block 36, LONGBEACH, as per Plat of record in Plat Book 4, Page 6, of the Public Records of Manatee County, State of Florida; and,

Lots 9 and 10, Block 38, LONGBEACH SUBDIVISION, as per Plat thereof as recorded in Plat Book 4, Page 6, Public Records of Manatee County, Florida;

TOGETHER WITH accretion thereto and riparian rights, if any; and,

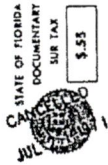
Lots 4, 5 and 6, Block 36, LONGBEACH SUBDIVISION, as per Plat thereof recorded in Plat Book 4, Page 6, Public Records of Manatee County, Florida.

Prepared by:  
William A. Saba

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

LAW OFFICES  
KERR, PINKERTON,  
SPARROW, MCLELLAND  
& SAVARY P.A.  
ROOM 214  
1800 MAIN BUILDING  
SARASOTA, FLORIDA

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to



vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey said premises or 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 said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other 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 or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said 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 the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings,

LAW OFFICES  
KIRK, PINKERTON,  
SPARROW, McCLILLAND  
& SAVARY P.A.  
ROOM 314  
1800 MAIN BUILDING  
SARASOTA, FLORIDA

avails and proceeds thereof as aforesaid.


IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hands and seals this 19 day of July, 1971.

[Signature] William A. Saba (SEAL)  
 WILLIAM A. SABA  
[Signature] Linda C. Saba (SEAL)  
 LINDA C. SABA

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared WILLIAM A. SABA and LINDA C. SABA, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

WITNESS my hand and official seal in said county and state on this 19 day of July, 1971.

[Signature]  
 Notary Public  


My Commission Expires:

410888  
 FILED AND RECORDED  
 JUL 21 3 30 PM '71  
 M. J. HONNIS, CLERK  
 SHARITE CO., FLA.

LAW OFFICES  
 KIRN, FINKERTON,  
 SPARROW, McCLELLAND  
 & SAVARY P.A.  
 ROOM 214  
 1808 MAIN BUILDING  
 SARASOTA, FLORIDA

# EXHIBIT 2

479848

10.00  
495.00  
13 52.00  
SD

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, FRANK J. CONRAD, joined by his wife, MARJORIE L. CONRAD, of the County of Sarasota, and State of Florida, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable considerations in hand paid, convey, grant, sell and warrant unto SARASOTA BANK AND TRUST COMPANY, Sarasota, Florida, a state banking corporation, as Trustee under the provisions of a Trust Agreement dated the 19th day of July, 1971, known as LONGBEACH LAND TRUST, the following described real estate in the County of Manatee and State of Florida, to-wit:

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
999.00  
DEPT. OF REVENUE  
OCT-173  
P.B. 11103  
008412  
MANATEE COUNTY

ALL THAT PROPERTY DESCRIBED  
IN EXHIBIT "A" ATTACHED HERETO.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
351.00  
DEPT. OF REVENUE  
OCT-173  
P.B. 11103  
017000  
MANATEE COUNTY

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey said premises or 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 said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other 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 or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part

MANATEE COUNTY  
009012

FLORIDA  
DOCUMENTARY SUR TAX  
495.00  
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P.B. 11103

Prepared by:  
Richard S. Sparrow  
of

Law Offices of  
KIRK, PINKERTON, SPARROW, McCLELLAND & SAVARY, P.A.  
1900 Main Building  
P.O. Box 3798  
Sarasota, Florida 33578

OFF. REC. 634 PAGE 133

thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said 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 the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder 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 said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set his hand and seal this 28<sup>th</sup> day of September, 1973.

Signed, sealed and delivered in the presence of:

Sharon J. Bussard  
Heraldine B. Thompson  
 As to Grantor

Frank J. Conrad (SEAL)  
 FRANK J. CONRAD  
Marjorie L. Conrad (SEAL)  
 MARJORIE L. CONRAD  
 GRANTOR

STATE OF FLORIDA  
 COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared FRANK J. CONRAD and MARJORIE L. CONRAD, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

WITNESS my hand and official seal in said county and state on this 28<sup>th</sup> day of September, 1973.

Heraldine B. Thompson  
 Notary Public  
 My Commission Expires  
 Notary Public, State of Florida at Large  
 My Commission Expires Nov. 28, 1973  
 Bonded by American Fire & Casualty Co.

PARCEL #1

Lots 5, 6, 7, 8, 9, 10, 11 and 12, Block 35  
Lots 2, 3, 12 and 13, Block 36  
Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18,  
Block 37  
Lots 4, 5, 6, 7, 8, 11, 12, 13, 17, 18, 20, 21, 22, 23, 24 and 25,  
Block 38  
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 39,  
All located in LONGBEACH SUBDIVISION, as per plat thereof recorded  
in Plat Book 6, Page 66, Public Records of Manatee County, Florida,  
together with all riparian rights belonging thereto or in any way  
appertaining thereto.

It is the intention of Frank J. Conrad and Marjorie L. Conrad,  
Husband and Wife, Grantors in the deed to which this Exhibit is  
attached to warrant only the title to Parcel No. 1 above described  
intending further to remise, release and quit claim unto Grantee  
in said deed all the right, title, interest, claim and demand which  
Grantors have in and to Parcel No. 2 and Parcel No. 3 below described.  
It is also the intent of said Grantors that Parcel No. 2 extend to  
and along the waters edge and any interest of Grantors in and to any  
strip of land which may lie between the mean high water line and  
the boundaries of said Parcel No. 2 is hereby released, remised and  
quit claimed to Grantees.

PARCEL #2

Begin at the Southeasterly corner of Block 38, Longbeach Subdivision,  
recorded in Plat Book 6, Page 66, 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 Boulevard; 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.; 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., and S 52° 21' 23" W, 87.86 ft. to the  
Mean High Water Line of Gulf of Mexico; thence along said Mean High Water  
Line, 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.; 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 Sea-  
breeze 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, Town-  
ship 35 South, Range 16 East, Manatee County, Florida.

TOGETHER WITH any and all riparian rights and accretions belonging  
thereto or in any way appertaining thereto.

(Deed from Conrads to Sarasota  
Bank and Trust Co. as Trustee)

-1-  
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EXHIBIT "A"

PARCEL #3

All accretions appurtenant to or in anyway appertaining or belonging to Parcel No. 1 above described,

ALSO: All partially or wholly submerged lots in Longbeach Subdivision as per plat thereof recorded in Plat Book 6, Page 66, Public Records Manatee County, Florida, in which Grantors have any interest and which are located within an extension of the center line of Joy Street in a Northwesterly direction and an extension of the center line of Broadway Street in a Southwesterly direction.

SUBJECT TO restrictions, reservations and easements of record and taxes for the year 1973 and subsequent years.

479848

FILED AND RECORDED

OCT 1 10 45 AM '73  
M.T. McININIS, CLERK  
MANATEE CO., FLA.

(Deed from Conrads to Sarasota Bank and Trust Co., as Trustee)

-2-

OFF. REC. 634 PAGE 136

# EXHIBIT 3

491128

#10

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT IN AND FOR  
MANATEE COUNTY, FLORIDA

FRANK J. CONRAD and MARJORIE L.	)
CONRAD,	)
	)
Plaintiffs,	)
	)
-vs-	)
	)
REUBIN O'D. ASKEW, Governor, et al.,	)
as and constituting the Trustees	)
of the Internal Improvement Trust	)
Fund of the State of Florida,	)
	)
Defendants.	)

72-1346

CASE NO: CA 5879  
12-379

FILED FOR RECORD  
M. T. WEINER  
CLERK CIRCUIT COURT  
MANATEE COUNTY FLORIDA  
JAN 22 3 01 PM '74

FINAL JUDGMENT

This matter coming on for hearing on application for entry of a Final Judgment upon the Third Amended Complaint filed herein by Sarasota Bank And Trust Company, a State Banking Association, as Trustee, substitute sole plaintiff herein, and it appearing to the Court that the parties have entered into a comprehensive Stipulation For Settlement relating to the issues in this cause, dated the 14<sup>th</sup> day of January, 1974, and the Court being familiar with the pleadings heretofore filed, depositions and exhibits heretofore filed, the Third Amended Complaint, the Stipulation For Settlement and the matters of fact therein agreed upon, and the Court being otherwise fully advised in the premises, the Court makes the following findings of facts:

1. The Court has jurisdiction over the subject matter of this suit and over all of the parties of this suit.
2. Sarasota Bank And Trust Company, a State Banking Association, as Trustee of the "Longbeach Land Trust" dated July 19, 1971, Plaintiff, is the record owner of Blocks 38 and 39, Plat of Longbeach Subdivision, as per Plat thereof recorded in Plat Book 6, Page 66, Public Records of Manatee County, Florida.

3. The Plaintiff contends that the land in controversy constitutes accretion to parts of said Blocks 38 and 39, said accretion having formed gradually and imperceptively over a period of years as a northerly extension of Longboat Key into the waters of the Gulf of Mexico and Longboat Pass, and that said accretion is attached and appurtenant to the said Blocks 38 and 39, said Plat of Longbeach Sub-division and incident to the acceptance of the stipulation of the parties as set forth herein, the Court finds in favor of said contention.

4. The Plaintiff, Sarasota Bank And Trust Company, as Trustee aforesaid, being the record owner of said Blocks 38 and 39, is in law the owner of the accretion formed to the Plaintiffs said up-land property.

5. The parties have entered into a Stipulation For Settlement dated January 14, 1974, which provides inter alia, for a division of the accreted property between the parties, provides for access to that portion of the property which is to be conveyed to Manatee County by Plaintiff, and makes further provisions with respect to future use and enjoyment of the accreted property by the parties as their rights may appear after the exchange of deeds contemplated by the Stipulation For Settlement.

6. The Court hereby approves the Stipulation For Settlement dated January 14, 1974, which is hereby incorporated by reference into this Final Judgment.

It is accordingly,

ORDERED AND ADJUDGED that Sarasota Bank And Trust Company, a State Banking Association, as Trustee of the "Longbeach Land Trust" dated July 19, 1971, be and the same is hereby confirmed and quieted in its title, free and clear of all claims of right, title or interest of the Defendants herein, or any of them and against the Intervenor, Manatee County, said title being quieted as to the following described property located in Manatee County, Florida:

Begin at the Southeasterly corner of Block 38 of 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.; 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.; N15°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 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.; 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.; S 28°24'11"E, 472.57 ft.; S 85°00'E, 345.00 ft.; to the point of beginning.

Said property being in Sections 15 and 22, Township 35 South, Range 16 East, and also being described as all accretion to Blocks 38 and 39, Plat of Longbeach Subdivision, Plat Book 6, Page 66, Public Records of Manatee County, Florida

2. It is further ordered that the Stipulation For Settlement dated January 14<sup>th</sup>, 1974, is incorporated by reference into this Final Judgment and made a part of same to the same extent as if set forth in full herein. The terms and conditions of said Stipulation shall be enforceable by any party thereto, their respective successors and assigns, to the same effect and extent as if set forth in full in this Final Judgment.

3. As provided in said Stipulation For Settlement, the Injunction heretofore issued in this cause against Defendants, Trustees of the Internal Improvement Trust Fund of the State of Florida, is hereby dissolved and the Injunction Bond heretofore posted by Plaintiff is dissolved.

4. Each party shall bear its own costs.

DONE AND ORDERED in Chambers this 22 day of February 1974.

  
Circuit Judge

Copies Furnished To:


Dewey A. Dye, Jr.  
Ross McVoy  
Warren Goodrich

491128  
FILED AND RECORDED  
JAN 22 4 29 PM '74  
A. T. MINNIS, CLERK  
MANATEE CO. FLA.

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.

<input checked="" type="checkbox"/> No redactions	<input type="checkbox"/> Redacted pursuant to law
<input checked="" type="checkbox"/> Full Document	<input type="checkbox"/> Page ___ of ___
<input checked="" type="checkbox"/> Not LOA	<input type="checkbox"/> Letter of Administration is in full force and effect.

Witness my hand and official seal dated 8-5-2019  
MANATEE COUNTY CLERK OF COURT.  
By: [Signature]  
Deputy Clerk



491129

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT IN AND FOR  
MANATEE COUNTY, FLORIDA

FRANK J. CONRAD and MARJORIE L. )  
CONRAD, )  
 )  
Plaintiffs, )  
 )  
-vs- )  
 )  
REUBIN O'D. ASKEW, Governor, et al., )  
as and constituting the Trustees of )  
the Internal Improvement Trust Fund )  
of the State of Florida, )  
 )  
Defendants. )

CASE NO: CA-5879  
12-379

FILED FOR RECORD  
W.T. MCINNIS  
CLERK CIRCUIT COURT  
MANATEE COUNTY FLORIDA

JAN 22 3 02 PM '74

ORDER DISSOLVING INJUNCTION

THIS matter coming on for hearing upon application of the Plaintiff for an Order Dissolving The Injunction heretofore entered on the 28th day of April, 1972, against Defendants Reubin O'D. Askew, et al., as and constituting the Trustees of the Internal Improvement Trust Fund of the State of Florida, and it appearing that all of the parties to this litigation have entered into a Stipulation agreeing to the dissolving of said Injunction without further notice or hearing and the court having approved such Stipulation, it is thereupon,

ORDERED AND ADJUDGED that the Injunction issued by the Honorable Hugh M. Taylor, Circuit Court in and for Leon County, Tallahassee, Florida, on April 28, 1972, be and the same be dissolved against Defendants Reubin O'D. Askew, et al., as and constituting the Trustees of the Internal Improvement Trust Fund of the State of Florida, is hereby dissolved.

ORDERED in Chambers at Bradenton, Florida, this 22 day of January, 1974.

*[Signature]*  
Circuit Judge


Copies Furnished To:  
Dewey A. Dye, Jr.  
Warren M. Goodrich  
Ross McVoy

491129  
LEON COUNTY  
JAN 22 4 29 PM '74  
T. MCINNIS  
CLERK  
MANATEE COUNTY FLA.

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 Indications  
 Redacted pursuant to law  
 Paid of \_\_\_\_\_  
 Full Document  
 Letter of Administration is in full force and effect.  
 Not LDA

Witness my hand and official seal dated 8-5-2019  
MANATEE COUNTY CLERK OF COURT  
BY: *[Signature]*  
Deputy Clerk



# EXHIBIT 4

STATE OF FLORIDA  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

D E E D

NO. 25460

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the State of Florida Board of Trustees of the Internal Improvement Trust Fund approved, at its regular meeting on December 4, 1973, pursuant to agenda item no. 27, the settlement of the suit styled Frank J. Conrad and Marjorie L. Conrad, his wife, vs. Reubin O'D. Askew, et al, in the Circuit Court in and for Manatee County, Florida, Case No. CA-5879, and

WHEREAS, that settlement provides for an exchange of deeds among the parties, including the conveyance of certain lands in Manatee County, by the State of Florida Board of Trustees of the Internal Improvement Trust Fund to Sarasota Bank And Trust Company, as Trustee under trust agreement dated July 19, 1971, known as "Longbeach Land Trust", and

WHEREAS, under authority of law, said State of Florida Board of Trustees is authorized to dispose of and convey lands vested in said State of Florida Board of Trustees of the Internal Improvement Trust Fund or in which some interest is claimed,

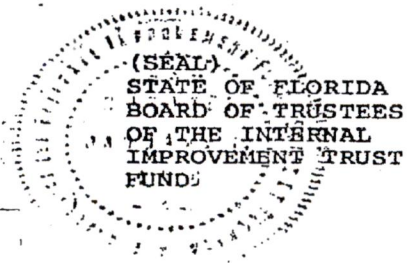
NOW, THEREFORE, the State of Florida Board of Trustees of the Internal Improvement Trust Fund, under authority of law, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Sarasota Bank and Trust Company, a state banking association, as Trustee under a certain Trust Agreement dated July 19, 1971,

This instrument prepared by Ross A. McVoy, Esq.

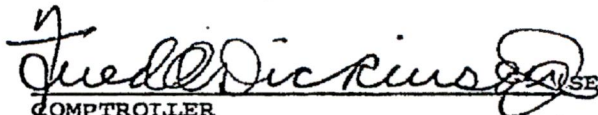
known and referred to as "Longbeach Land Trust", successor in interest to the said Frank J. Conrad and Marjorie L. Conrad, his wife, does grant, remise, and quit claim to said Sarasota Bank And Trust Company, as Trustee aforesaid, its successor and assigns, all of its right, title and interest, claim and demand, which the State of Florida Board of Trustees of the Internal Improvement Trust Fund may have in and to property located in Manatee County, Florida, described in attached Schedule "1" which is by reference adopted herein.

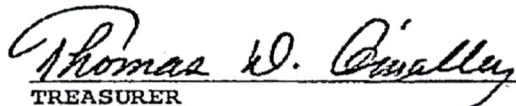
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor either in law or in equity to the only proper use, benefit and behoof of the Grantee and its assigns forever.

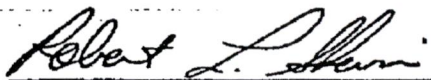
IN TESTIMONY WHEREOF, the Trustees of the Internal Improvement Trust Fund of the State of Florida have hereunto subscribed their names and caused the official seal of said Trustees to be hereunto affixed at the Capitol, in the City of Tallahassee, on this 1 day of March, 1974.



  
GOVERNOR (SEAL)

  
COMPTROLLER (SEAL)

  
TREASURER (SEAL)

  
ATTORNEY GENERAL (SEAL)

Richard (Dick) Stone (SEAL)  
SECRETARY OF STATE

Floyd T. Christian (SEAL)  
COMMISSIONER OF EDUCATION

Doyle Connor (SEAL)  
COMMISSIONER OF AGRICULTURE

As and Constituting the State of  
Florida Board of Trustees of the  
Internal Improvement Trust Fund.

## SCHEDULE "1"

Begin at the Southeasterly corner of Block 38 of 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.; 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 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.; 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.; S 28°24'11"E, 472.57 ft.; S 85°00'E, 345.00 ft.; to the point of beginning.

Said property being in Sections 15 and 22, Township 35 South, Range 16 East, and also being described as all accretion to Blocks 38 and 39, Plat of Longbeach Subdivision, Plat Book 6, Page 66, Public Records of Manatee County, Florida

All of property.

# EXHIBIT 5

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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",

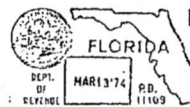
W I T N E S S E T H:

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.

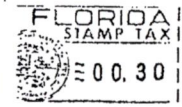
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, including riparian rights appurtenant to land described in "Schedule A", and all of the estate, right, title, interest, and claim whatsoever of the Grantor either in law or in equity 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.A. BOOK 247 PAGE 343

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DOCUMENTARY  
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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 Grantees 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. Fred S. 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.

FILE NO.	495841
DATE	MAR 13 1974
TIME	3 41 PM
CLERK	M. T. McINNIS
COUNTY	MANATEE
STATE	FLA.

RECEIVED AT THE COUNTY CLERK'S OFFICE  
 MANATEE COUNTY, FLORIDA  
 MAR 13 1974  
 M. T. McINNIS, CLERK  
 MANATEE COUNTY, FLORIDA

495841

FILED AND RECORDED

MAR 13 3 41 PM '74

M. T. McINNIS, CLERK  
MANATEE CO. FLA.

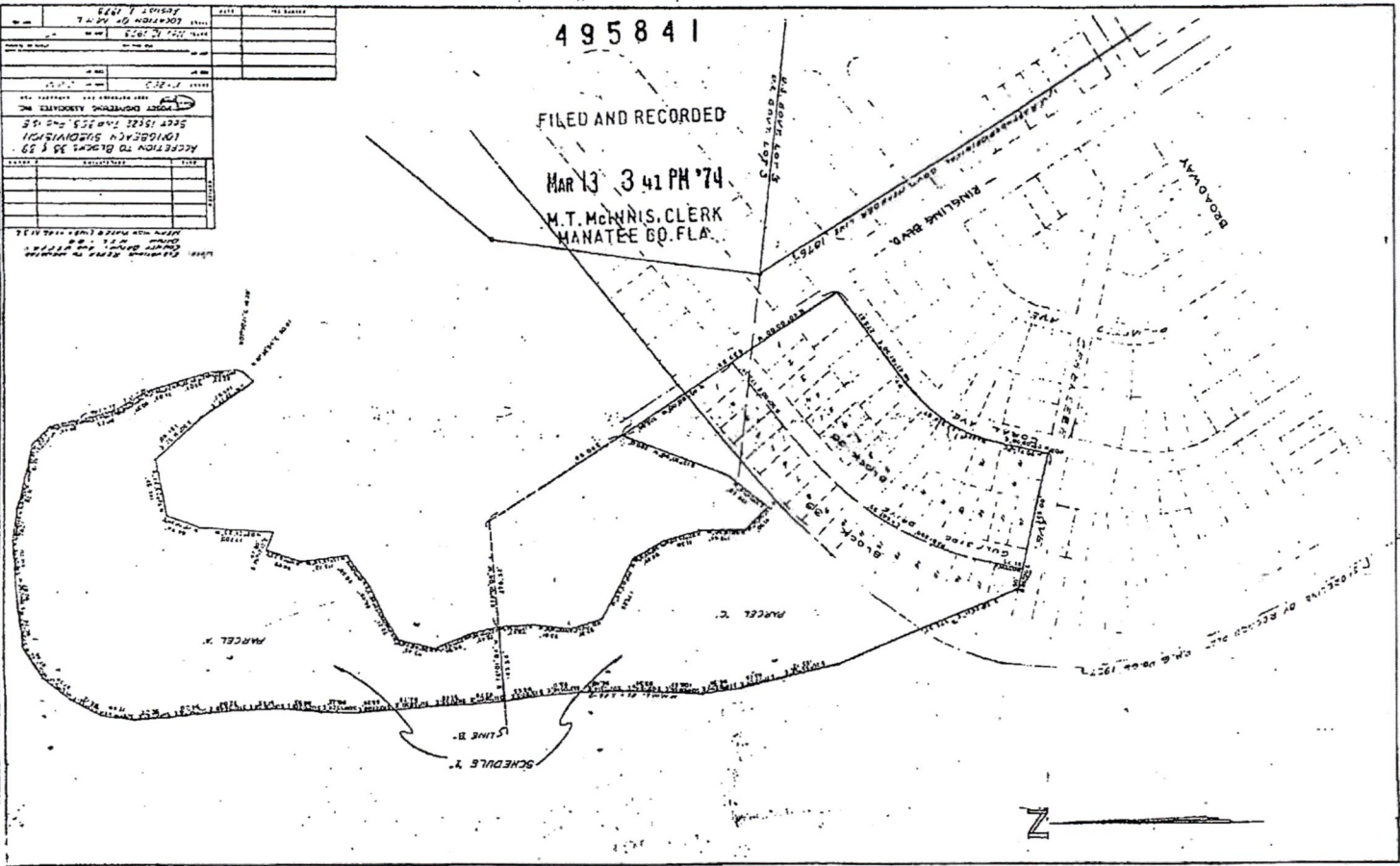


Exhibit to Deed From Sarasota Bank & Trust Company to State of Florida

OFF. REC. 660 PAGE 704

# EXHIBIT 6

198263

STATE OF FLORIDA  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

DEED SUBJECT TO REVERSIONS

NO. 25461

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the State of Florida Board of Trustees of the Internal Improvement Trust Fund has approved, pursuant to agenda item no. 27, December 4, 1973, the settlement of Frank J. Conrad and Marjorie L. Conrad, his wife, vs. Reubin O'D. Askew, et al. in the Circuit Court in and for Manatee County, Florida, Case No. CA-5879, and

WHEREAS, that settlement provides for the conveyance by the State of Florida Board of Trustees of the Internal Improvement Trust Fund to Manatee County, a political subdivision of the State of Florida, and

WHEREAS, under authority of law, the State of Florida Board of Trustees is charged with the right to dispose of, sell and convey lands vested in said State of Florida Board of Trustees of the Internal Improvement Trust Fund,

NOW, THEREFORE, the State of Florida Board of Trustees of the Internal Improvement Trust Fund, under authority of law, 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 Manatee County, a political subdivision of the State of Florida, does sell and convey to said Manatee County, all of right, title and interest, claim and demand, which the State of Florida Board of Trustees of the Internal Improvement Trust Fund may have in and to the following described lands located in Manatee County, Florida:

664 734

## 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, 16.29 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 39°00'03" 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°35'58" 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°21'09" 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

This conveyance is subject to the following conditions:

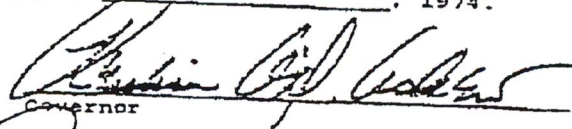

1. The foregoing property shall be kept in its natural state in perpetuity and preserved as a natural wilderness recreational area and wildlife preserve. No man-made alterations shall be caused or structures of any kind constructed or placed on said property other than in connection with the protection of the property from natural elements, and then only with applicable local, state and federal permits.

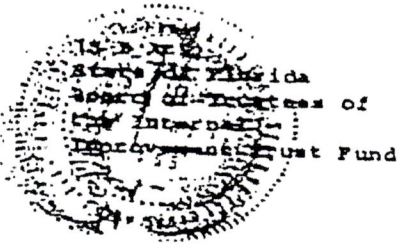
2. The use of motor driven wheeled vehicles shall be prohibited on the described property except for emergency, public or service vehicles performing official duties relating to public health, safety and welfare.

3. Should it be judicially established that the grantee has substantially violated the foregoing conditions, title to the said land together with the access easement hereinafter provided shall revert to the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

The State of Florida Board of Trustees of the Internal Improvement Trust Fund hereby assign, convey and set over onto Manatee County, a political subdivision of the State of Florida, that certain access easement to and from the described property granted by Sarasota Bank And Trust Company, a State Banking Association, as Trustee, to the grantor herein by deed dated the 6 day of March, 1974, recorded in O.R. Book 660, Page 695, Public Records of Manatee County, Florida.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the 15 day of March, 1974.

  
Governor  
  
Secretary Of State



Robert L. Linn  
Attorney General

Frank J. Dickinson  
Comptroller

Thomas W. Smalley  
Treasurer

Floyd T. Christian  
Commissioner of Education

Don Conner  
Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

RECORDED

APR 4 4 22 PM '74  
H. J. McNEELY, CLERK  
MANATEE CO., FLA.

FILED AND RECORDED

498263

ACCEPTED By Manatee County this 2nd day of April, 1974.

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

By: [Signature]  
Chairman

ATTEST:

[Signature]  
Deputy Clerk

# EXHIBIT 7

*Ltr. acceptable for  
S.A. per CT 10/14/94*

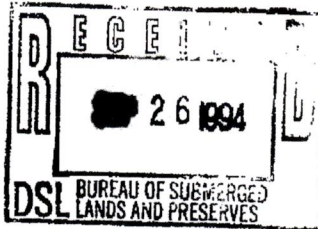
# KIRK · PINKERTON

A PROFESSIONAL ASSOCIATION

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\*\*BOARD CERTIFIED CIVIL TRIAL ATTORNEY  
\*\*\*BOARD CERTIFIED TAX ATTORNEY  
\*\*ALSO ADMITTED IN NEW YORK  
\*\*ALSO ADMITTED IN NEW MEXICO  
\*ALSO ADMITTED IN COLORADO

Direct Dial  
(813) 364-2424

September 23, 1994

Ms. Pam Gerard  
Submerged Lands Section  
Bureau of Land Management Services  
Department of Environmental Protection  
3900 Commonwealth Blvd., Mail Station 125  
Tallahassee, FL 32399-3000

Re: BOT Easement No. 00285 (4147-41)  
BOT File No. 411581783BOT  
Grantee: Manatee County Board of County  
Commissioners

Dear Ms. Gerard:

Please be advised that I have examined a copy of your letter dated August 8, 1994, to Mr. Leonard A. Smally, P.E., Director of Public Works, Town of Longboat Key, Florida. A copy of said letter is enclosed.

Please be advised that the trust wherein NationsBank was trustee, referred to in your letter, has been dissolved. On behalf of the beneficiaries of the former trust, please be advised that I have reviewed the contents of your letter, and together with a conference with Mr. Smally, I find that there is nothing inconsistent with the restrictions in the subject deed to the Trustees, and further have no objection to your Department's issuance of a Consent of Use letter of authorization related to the proposed dredging, exotic removal and beach nourishment activities.


*Added to file 10/14/94*

# KIRK · PINKERTON

Ms. Pam Gerard  
September 23, 1994  
Page 2

If you need any further information, please contact me directly.

Yours very truly,

  
Robert J. Carr

RJC/aa  
Enclosure  
cc: Mr. Leonard Smally