

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

4023 SAWYER ROAD I, LLC, *et al.*,

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant.

No. 19-757L

Judge Edward H. Meyers

**LANDOWNERS' RESPONSE TO THE GOVERNMENT'S CROSS-MOTION FOR
PARTIAL SUMMARY JUDGMENT AND REPLY IN SUPPORT OF THE
LANDOWNERS' MOTION FOR PARTIAL SUMMARY JUDGMENT**

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INTRODUCTION

This is a Fifth Amendment Trails Act taking case. The federal government took private property from 214 landowners in Sarasota County, Florida for a public rail-trail corridor when the Surface Transportation Board (the Board) issued an order on May 14, 2019, invoking section 8(d) of the National Trails System Act Amendments of 1983, codified as 16 U.S.C. §1247(d). The Board's order imposed an easement for a public recreational trail and a possible future railroad line across Plaintiffs' land, that is mostly Plaintiffs' homes and small businesses.

The federal government's imposition of an easement for a public rail-trail corridor across an owner's land is a *per se* taking of private property for which the government has a categorical duty to justly compensate the owner. See U.S. CONST. AMEND. V, *Preseault v. Interstate Commerce Comm'n*, 494 U.S. 1, 6 (1990) (*Preseault I*);¹ *Horne v. Department of Agriculture*, 576 U.S. 350, 358 (2015).² See also *Preseault v. United States*, 100 F.3d 1525, 1533, 1552 (Fed. Cir. 1996) (*en banc*) (*Preseault II*); *Toews v. United States*, 376 F.3d 1371, 1376-77 (Fed. Cir. 2004);³

¹ Holding the government's invocation of §1247(d) "gives rise to a takings question in the typical rails-to-trails case because many railroads do not own their rights-of-way outright but rather hold them under easements or similar property interests."

² Explaining that when the government "depriv[es] the owner of the right to possess, use and dispose of the property," and denies the owner's right to exclude others from his or her property, the government has a "categorical" duty to compensate the owner.

³ "[I]t appears beyond cavil that use of these easements for a recreational trail – for walking, hiking, biking, picnicking, frisbee playing, with newly-added tarmac pavement, park benches, occasional billboards, and fences to enclose the trailway – is not the same use made by a railroad, involving tracks, depots, and the running of trains."

Behrens v. United States, 59 F.4th 1339, 1344-45 (Fed. Cir. 2023);⁴ *Barlow v. United States*, ___ F.4th ___, 2023 WL 8102421, at *3 (Fed. Cir. Nov. 22, 2023).⁵

As explained by this Court in *Mills v. United States*, 147 Fed. Cl. 339, 344 (2020) (quoting *Preseault II*, 100 F.3d at 1533), the federal government’s liability for a Trails Act taking turns upon the answer to three inquiries:

- (1) who owned the strips of land involved, specifically did the [r]ailroad...acquire only easements, or did it obtain fee simple estates;
- (2) if the [r]ailroad acquired only easements, were the terms of the easements limited to use for railroad purposes, or did they include future use as public recreational trails; and
- (3) even if the grants of the [r]ailroad’s easements were broad enough to encompass recreational trails, had these easements terminated prior to the alleged taking so that the property owners at that time held fee simples unencumbered by the easements.⁶

The owners of all 214 properties filed a motion under Rule 56 for summary judgment asking this Court to find the government liable for taking these owners’ private property and obligated to “just compensation.” See ECF Nos. 111, 111-1, 111-2. Each plaintiff owned title to the fee-simple estate in the land adjacent to and underneath the abandoned railway line when the Board invoked the Trails Act.

⁴ “[I]t is settled law that a Fifth Amendment taking occurs in Rails-to-Trails cases when government action destroys state-defined property rights by converting a railway easement to a recreational trail, if trail use is outside the scope of the original railway easement.” Quoting *Ladd v. United States*, 630 F.3d 1015, 1019 (Fed. Cir. 2010), and citing *Ellamae Phillips Co. v. United States*, 564 F.3d 1367, 1373 (Fed. Cir. 2009).

⁵ In *Behrens*, the government argued the scope of a railroad right-of-way easement under Missouri law included public recreational use of the strip of land. Judge Campbell-Smith agreed with the government, and the landowners appealed. The Federal Circuit, in an opinion by Judge Dyk agreed with the landowners and reversed Judge Campbell-Smith’s decision.

⁶ Paragraph breaks added. The third point in this inquiry (whether the easement was abandoned) only arises if the right-of-way easement originally granted the railroad included a right for a non-railroad to use the land for a public recreational trail. .

The railroad's interest in forty-seven of these 214 landowners' claims was established in 1910 by a conveyance from Adrian Honoré. The Honoré conveyance included an explicit termination clause. See Landowners' Memorandum in Support, ECF No. 111-1, p. 61 (quoting **Exhibit 8** (Honoré conveyance)). For those plaintiffs who are the present-day successors-in-title to Adrian Honoré, this Court has already held that the original conveyance Adrian Honoré granted Seaboard Air Line Railway was only an easement for a railway line. *Rogers v. United States*, 90 Fed. Cl. 418, 430-31 (2009); *McCann Holdings, Ltd. v. United States*, 111 Fed. Cl. 608, 613 (2013); *Childers v. United States*, 116 Fed. Cl. 486, 496-97 (2014). The government does not dispute this holding. See **Exhibit 9** (joint title stipulations). See also Gov. cross-motion and response, ECF No. 115, n.1 ("The parties have stipulated that the Honore Conveyance, which relates to 49 parcels and 47 named plaintiffs, conveyed an easement for railroad purposes.").

The government does not oppose summary judgment for the forty-seven owners of the "Honoré Properties," and the government has not filed a cross-motion for summary judgment concerning the government's obligation to pay the owners of the Honoré Properties. See ECF No. 115, p. 1 ("The United States moves for summary judgment with respect to 164 [out of 214] Plaintiffs...."). Accordingly, this Court should grant the landowners' motion for partial summary judgment and direct that the compensation due each of these forty-seven owners of the Honoré properties be determined and paid.

The government, however, filed a cross-motion for partial summary judgment asking this Court to find the government is not obligated to pay the owners of the other 164 properties and asked that the Court to deny these plaintiffs' motion for partial summary judgment. See ECF No. 115, p. 1. The government's cross-motion is premised upon the contention that the railroad

originally acquired fee simple absolute title to the strip of land across which the railroad built a railway line.

The government and the owners agree upon the means by which the railroad obtained an interest in the strip of land across which the railway line was operated. See **Exhibit 1** (list of claims grouped by conveyance instrument); **Exhibit 5** (joint title stipulations regarding source conveyances). The government does not dispute the plaintiffs' ownership of the land described in the deeds and conveyances provided as exhibits to the amended complaint and landowners' motion for partial summary judgment, nor does the government dispute the legitimacy of the documents by which each plaintiff obtained title to their respective property.

The government and owners differ, however, on the legal interest the railroad acquired. The landowners contend the railroad's interest in the strip of land across which the railroad built and operated the railway line was an *easement* for a railroad right-of-way and, when the strip of land was no longer used for a railway line, the right-of-way easement terminated, and the owners of the underlying fee estate held unencumbered title to the fee estate in the land. The government contends the railroad acquired (by voluntary grant, adverse possession, or condemnation) title to the fee simple estate in the strip of land. And, for eight properties, the government claims that the property the plaintiff owns does not include the land adjoining or underlying the former railroad right-of-way because some other entity holds title to the fee simple estate in an intervening strip of land between the plaintiffs' properties and the abandoned railroad corridor.

The cross-motions for partial summary judgment ask this Court to determine what interest these plaintiffs' predecessors-in-title gave or granted the railroad. More specifically, did the railroad acquire an *easement* to use the strip of land for a railway line, or did the railroad acquire title to the *fee estate* in the strip of land?

These 214 plaintiffs demonstrate that: (a) on May 14, 2019, they owned fee simple title in the land adjoining and underlying the former railway right-of-way that is now subject to the federal government's new rail-trail corridor easement; and (b) the interest the railroad held in the land was only an easement for operation of a railway line, and this easement terminated when the railroad no longer used the strip of land for a railway line. Thus, but for the Board's order invoking section 8(d) of the Trails Act, these plaintiffs would have held unencumbered title to the fee estate in their land and could exclude the public and others from their land.

**STANDARD OF REVIEW FOR RULE 56
CROSS-MOTIONS FOR SUMMARY JUDGMENT**

As an initial and important matter, the factual issues asserted by the plaintiffs should be deemed admitted. In the words of RCFC 56(e), the government "fails to properly address [the landowners'] assertion[s] of fact as required by RCFC 56(c)." The government does not refute or dispute any factual assertion in the landowners' Statement of Uncontroverted Material Facts. See *Clearmeadow Invs., LLC v. United States*, 87 Fed. Cl. 509, 530 (2009) (Supreme Court has held that "when a plaintiff neither opposed the factual claims made in a defendant's motion for summary judgment nor specifically challenged the defendant's statement of undisputed facts, but instead filed a cross-motion for summary judgment claiming that the undisputed facts entitled him to summary judgment, summary judgment in the defendant's favor was appropriate") (citing *Beard v. Banks*, 548 U.S. 521, 527-28 (2006)). See also *Servant Health, LLC v. United States*, 161 Fed. Cl. 210, 230 (2022) ("Once the moving party has satisfied its initial burden, the opposing party must establish a genuine issue of material fact and cannot rest on mere allegations, but must present actual evidence.") (quoting *Crown Operations Int'l, Ltd. v. Solutia Inc.*, 289 F.3d 1367, 1375 (Fed. Cir. 2002)).

The plaintiffs have asserted, with supporting evidence, that all 214 plaintiffs' properties are adjacent to and underlie the railroad right-of-way, were owned by the plaintiffs on the date of taking, and that the railroad only held an easement for railroad purposes in its right-of-way. Accordingly, the landowners are entitled to judgment as a matter of law in their favor, and this Court should order the government to pay these owners "just compensation."

I. A strip of land condemned for a railway line grants the railroad only an easement to use the land, not title to the fee estate in the land.

The easiest group of properties to resolve are those where the railroad's interest was acquired by condemnation.

But even though it was possible for a railroad to condemn a fee simple interest, a railroad's eminent domain authority is still limited by its charter and the purposes for which the railroad was created and operates. See *Mills*, 147 Fed. Cl. at 349-50; *Green Bay & M.R. Co. v. Union Steamboat Co.*, 107 U.S. 98, 100 (1883) ("The charter of a corporation, read in connection with the general laws applicable to it, is the measure of its powers, and a contract manifestly beyond those powers will not sustain an action against the corporation."). Indeed, during oral argument in *Barron v. United States*, No. 21-2181, when counsel for the government asserted that "this Court confirmed that in *Mills* just three years ago when it found that, just as with deeds, a railroad could acquire and hold fee simple title and property by condemnation," the Court responded, "but it would be somewhat weird for the railroad to go in and say, we want to get a right-of-way and come out with fee simple." Transcript of June 29, 2023, argument, pp. 57 (lines 20-23), 58 (lines 3-5). The colloquy continued,

GOV. COUNSEL: Well, you'll see the term "right-of-way" in deeds as well. I mean, it's not exclusive to condemnations. And the difference that I think the distinction made is that right-of-way isn't being referred to in terms of a particular purpose,

as opposed to like limiting the railroad to using it for a railroad purpose.

THE COURT: Well, but what could they condemn it for? Isn't the whole point of the condemnation authority to say you can get the lands to make your railroad? I mean, I don't think the railroad could condemn the property to turn it into a baseball stadium.

GOV. COUNSEL: Correct.

Id. at 58 (lines 10-22).

Accordingly, under Florida law, a railroad exercising its eminent domain authority pursuant to state statute is limited by its charter to acquiring only the property interest it needs for its public purpose. See *Silver Springs, O&G R. Co. v. Van Ness*, 34 So. 884, 885-86 (Fla. 1903); *Van Ness v. Royal Phosphate Co.*, 53 So. 381, 381 (Fla. 1910); *Brandt Rev. Trust v. United States*, 572 U.S. 93, 102 (2014) (citing *Great Northern Railway Co. v. United States*, 315 U.S. 262, 271 (1942)).

II. Building and operating a railway line across a strip of an owner's land without any valid conveyance from the owner grants the railroad, at most, a prescriptive easement limited to operation of a railway line.

For three plaintiffs, the government and landowners agree (and the government's own valuation maps state) there was no recorded conveyance of any interest from any owner of the fee estate to the railroad. See Exhibit 5 (joint title stipulations), p. 1 ("For three claims...the parties stipulate that I.C.C. Valuation Schedules state the railroad obtained the relevant parcel 'By Possession' from these plaintiffs' predecessors-in-interest." We also include in this group the owners of that property Oscar Pendley and his wife owned (the *Pendley Properties*). We include the Pendley Properties because there is no valid conveyance of any interest from Oscar Pendley and his wife to the railroad. See Landowners' brief, ECF No. 111-1, pp. 70-72.

The government contends that, for the prescriptive easement properties, despite the lack of any valid recorded conveyance, the railroad nonetheless acquired title to the fee simple estate in these strips of land because Florida law acknowledges that railroads “can acquire fee simple title to a right-of-way through adverse possession,” which *Rogers* does not refute, and plaintiffs have not met their burden to show that the plaintiffs “owned their respective parcels in fee simple on the date of taking.” Gov. brief, ECF No. 115, pp. 30-31.

Last week, the Federal Circuit issued its decision in *Barlow*. *Barlow* is a Trails Act taking case involving three categories of property. All three categories of property are similar to the categories of property at issue in this case. In *Barlow*, the Federal Circuit considered one category of properties involving this same question – what interest did a railroad have in a strip of land across which the railroad built a railway line without the benefit of any conveyance from the landowner? *Barlow*, 2023 WL 8102421, at *7-8. In *Barlow* the landowners argued, “[w]here there are no valid conveyance instruments, [the railroad] could have at most obtained prescriptive easements.” *Id.* at *8. The Federal Circuit held that, on the basis of a provision of the Illinois Constitution, “the greatest interests [the railroad] could have obtained were easements.” *Id.*

Florida law is the same as Illinois law on this point. See our discussion of the “Group Three – Prescriptive Easement Properties” in our opening brief, ECF No. 111-1, pp. 73-75. See also *Rogers*, 90 Fed. Cl. at 499 (citing *Downing v. Bird*, 100 So2d 57, 64 (Fla. 1958)). In *Mills* Judge Bruggink cited *Florida Southern R. Co. v. Hill*, 23 So. 566 (Fla. 1898), and *Pensacola & Atl. R.R. v. Jackson*, 21 Fla. 146, 152 (Fla. 1884), for the proposition that,

The best distillation of the law in Florida is that, when a railroad company takes land under color of its statutory charter but without an agreement and without a condemnation proceeding, it does not divest the landowners of the title and that the railroad merely obtains perpetual use of the land for the purposes of its incorporation, *i.e.* an easement for railroad purposes.

Mills, 147 Fed. Cl. at 349-50.

The railroad gained only an easement by prescription over land owned by the plaintiffs whose predecessor-in-interest is Oscar Pendley because the Pendley document is as meaningful and relevant as scribbles on a cocktail napkin. As the government admits, the document is not signed – *by anyone*. ECF No. 115, p. 27 (“the instrument is not signed....”). The pre-printed form deed is also not notarized or attested to *by anyone* and the attached letter from the railroad’s land agent states, “[t]his deed was not signed by the wife of O.H. Pendley, and was sent out for her signature but has never been returned.” **Exhibit 4**, p. 4. The signature line is unsigned, no witnesses attested to Oscar Pendley’s execution of the document, and the document fails to satisfy any of the requirements Florida requires for a conveyance of an interest in real estate. See Fla. Stat. §689.01 (quoted and discussed in our opening brief, p. 71).

As Judge Bruggink observed in *Andrews v. United States*, 147 Fed. Cl. 519, 523, 527 (2020), Florida land records involving railroads in the late 1880s and early 1900s could be a “mare’s nest of inconsistent documentation” that was “probably a reflection of what plaintiffs document in their initial brief of the wild west conditions in Florida in the 1880’s when land speculators and competing railroads were buying land and laying track with abandon and no doubt little concern about a foolish consistency.” Nonetheless, the government’s claim that this unsigned piece of paper somehow granted the railroad title to the fee estate in a strip of land is specious.

The government cites *Griem v. Zabala*, 744 So.2d 1139, 1140 (Fla. Ct. App. 1999), for the proposition that “Florida law allows that ‘the original writing be offered when proving the contents of the writing absent a sufficient explanation for its unavailability.’” ECF No. 115, p. 28. In fact, *Griem* establishes precisely the opposite point. To wit: the Pendley document is not a valid conveyance of an interest in property. See *Griem*, 744 So.2d at 1140 (“To transfer a property

interest, a deed must be in writing and signed by the person conveying such interest.”) (citing Fla. Stat. §689.01).

Griem is a seven-paragraph Florida court of appeals decision involving two real estate agents who managed condominium units for an Ecuadorian citizen. After Hurricane Andrew, the Ecuadorian owner suffered a mental breakdown, and, in the owner’s absence, the real estate agents claimed to have a valid deed to the condominium unit. The deed contained the required notary acknowledgement, but “the notary testified at trial that she had never met the Griems prior to trial nor were they in her presence when she notarized the deed.” The court of appeals held the deed the notary attested to, but which the notary had not witnessed the execution of, “did not conform to the statutory requirements for a valid deed.” *Griem*, 744 So.2d at 1140. *Griem* is the only Florida decision the government cites in support of its claim that the Pendley document conveyed the railroad title to the fee simple estate in the strip of land. See ECF No. 115, pp. 25-28.

We fail to see how *Griem* supports the government’s argument. And, as noted, *Griem* holds the exact opposite of what the government claims. Specifically, a document lacking the required notary attestation “do[es] not conform to the statutory requirements for a valid deed” in Florida. *Griem*, 744 So.2d at 1140. Thus, while the Pendley document, such as it is, maybe an interesting historical relic from what Judge Bruggink described as the “wild west days” of Florida land speculation and railroad construction, the Pendley document is not a valid conveyance of title to the fee estate and cannot be the basis for a legitimate contention that the railroad acquired title to the fee simple estate in a strip of the Oscar and his wife owned.⁷

⁷ See *Andrews*, 147 Fed. Cl. at 523, 527. “They [the different conflicting deeds and condemnation decree] are probably a reflection of what plaintiffs document in their initial brief of the wild west conditions in Florida in the 1880s when land spectators and competing railroads were buying land an laying rack with abandon and no doubt little concern about a foolish consistency.” *Id.* at 519.

Finally, the government misconstrues the stipulations concerning the Pendley property. The government states, “Plaintiffs and Defendants by stipulation have already *agreed* that the relevant conveyance documents [for those owners whose predecessor-in-title was Oscar Pendley and his wife] are the unexecuted deed and supporting affidavit, and thus, any other versions are unavailable.” ECF No. 115, p. 28 (emphasis by the government). The stipulation provides, in relevant part, that the “parties also stipulate that the relevant source conveyances to the railroad identified in the above chart [listing each plaintiff’s property and its “Relevant Source Conveyance to the Railroad”] are associated with the following Bates Stamp ranges: ... O.H. Pendley US_0008576-81....” **Exhibit 5** (joint title stipulations). This is *not* a stipulation that the Pendley document conveyed any interest in the property to the railroad. Rather, the stipulation provides that the Pendley document is the only document either party could find that related to the railroad’s interest in the land owned by Oscar Pendley and his wife. Again, the Pendley document is of no greater significance than scribbles on a cocktail napkin.

Thus, the greatest interest the railroad could claim to the property once owned by Oscar Pendley and his wife is, like the other land across which the railroad built a railway line without any conveyance, a *prescriptive easement*. This Court should grant summary judgment in favor of the five plaintiffs across whose land the railroad built a railway line without a valid conveyance.

Judge Bruggink was explaining what was “a mare’s nest of inconsistent documentation” in the *Andrews* case. *Id.* at 523.

III. The Voluntary Conveyances granted the railroad only an easement.

A. The government wrongly claims “right-of-way” does not describe an easement.

The government argues, “the mere presence of the term ‘right-of-way’ in an instrument does not put a thumb on the scales of construing the instrument as conveying either an easement or fee simple title.” ECF No. 115, p. 18. And, “the mere inclusion of the term ‘right-of-way’ in the condemnation judgment does not indicate an easement was granted.” *Id.* at 30.

The government is wrong. A description of an interest in property as a “right-of-way” describes an easement. The term “right-of-way” means exactly what it says – a “right” to use another’s land for “a way.” “Right-of-way” does not describe a conveyance of title to the fee simple estate in a strip of land. See Landowners’ memorandum, ECF No. 111-1, pp. 20-22.⁸

In *United States Forest Service v. Cowpasture River Preservation Ass’n*, 140 S.Ct. 1844-45 (2020), a case arising under the Trails Act, the Supreme Court unanimously held that a “right-of-way” is an easement. To build a 604-mile-long natural gas pipeline from West Virginia to North Carolina, the pipeline company needed a permit to construct a one-tenth-mile segment of the pipeline 600 feet below the Appalachian Trail. These federal lands are under the United States Forest Service’s jurisdiction. The Forest Service granted the pipeline company a permit. A group of conservancy organizations challenged the Forest Service’s jurisdiction to grant the permit, arguing the land under the Appalachian Trail was not land subject to the Forest Service’s jurisdiction under the Mineral Leasing Act. The Fourth Circuit vacated the permit because the

⁸ Citing *Brandt*, 572 U.S. at 110; *United States Forest Service v. Cowpasture River Preservation Ass’n*, 140 S.Ct. 1837, 1845 (2020); *Mills*, 147 Fed. Cl. at 347; Jon W. Bruce & James W. Ely, Jr., *THE LAW OF EASEMENTS & LICENSES IN LAND* (2021-22) §1:22; THOMPSON ON REAL ESTATE (2nd ed.) §60.03(a)(7)(ii); BLACK’S LAW DICTIONARY (11th ed.) (Bryan A. Garner, ed.), p. 1587.

Appalachian Trail had become part of the National Park System under the Trails Act and the land under the Appalachian Trail right-of-way was not subject to the Forest Service's jurisdiction under the Mineral Leasing Act. The Supreme Court reversed.

The Supreme Court needed to determine the distinction between the *lands* across which the Appalachian Trail crossed and the *right-of-way* for the Appalachian Trail that crossed these lands. The Court noted, "The Trails Act refers to the granted interests as 'rights-of-way,' both when describing agreements with the Federal Government and with private and state property owners." *Cowpasture*, 140 S.Ct. at 1845. The Court continued, "When applied to a private or state property owner, 'right-of-way' would carry its ordinary meaning of a limited right to enjoy another's land. ... Accordingly, as would be the case with private or state property owners, a right-of-way between two agencies grants only an easement across the land, not jurisdiction over the land itself." *Id.*

The Court explained the term "'right-of-way' means an easement,"

A right-of-way is a type of easement. In 1968, as now, principles of property law defined a right-of-way easement as granting a nonowner a limited privilege to "use the lands of another." Specifically, a right-of-way grants the limited "right to pass...through the estate of another." Courts at the time of the Trails Act's enactment acknowledged that easements grant only nonpossessory rights of use limited to the purposes specified in the easement agreement. And because an easement does not dispossess the original owner, "a possessor and an easement holder can simultaneously utilize the same parcel of land." Thus, it was, and is, elementary that the grantor of the easement retains ownership over "*the land itself*." Stated more plainly, easements are not land, they merely burden land that continues to be owned by another.

If analyzed as a right-of-way between two private landowners, determining whether any land had been transferred would be simple. If a rancher granted a neighbor an easement across his land for a horse trail, no one would think that the rancher had conveyed ownership over that land. Nor would anyone think that the rancher had ceded his own right to use his land in other ways, including by running a water line underneath the trail that connects to his house. He could, however, make the easement grantee responsible for administering the easement apart from the land. Likewise, when a company obtains a right-of-way to lay a segment of pipeline

through a private owner's land, no one would think that the company had obtained ownership over the land through which the pipeline passes.

Id. at 1844-45.⁹

We cited *Cowpasture* repeatedly in our opening brief. See ECF No. 111-1, pp. 12, 21, 50, 68. We also explained that in *Great Northern Railway Co. v. United States*, 315 U.S. 262, 271 (1942), and *Brandt*, 572 U.S. at 102, the Supreme Court held that the interest granted railroads in federal land grants for a “right-of-way” was an easement not title to the fee estate in the land and a right-of-way easement terminated when the land was no longer used for the purpose for which the easement was granted.

In the Florida Trails Act case, *Mills*, Judge Bruggink similarly held, “[w]e think the better view is that the ‘right-of-way’ for railroad purposes should be construed according to its natural meaning, *i.e.* ‘[t]he right to pass through property owned by another.’” Judge Bruggink’s holding in *Mills* is consistent with, and prescient of, the Supreme Court’s decision in *Cowpasture* and the Federal Circuit’s recent opinion in *Barlow*.

In *Barlow*, the Federal Circuit considered three categories of property. One category of property that *Barlow* considered involved property in which the railroad acquired its interest in the strip of land by conveyances that included to term “right-of-way” stating the grantor

do[es] hereby *grant and convey* unto the said [railroad] *the RIGHT OF WAY* for said railway,...over or across the [description of land]. And I Promise and Agree To make all proper and necessary deeds *to convey in fee simple* to said [railroad],

⁹ Internal citations omitted; emphasis in original; citing and quoting, *inter alia*, *Kelly v. Rainelle Coal Co.*, 64 S.E.2d 606, 613 (W.V. 1951); *Builders Supplies Co. of Goldsboro, N.C., Inc. v. Gainey*, 192 S.E.2d 449, 453 (N.C. 1972); R. Powell & P. Rohan, REAL PROPERTY (1968) §405; RESTATEMENT (FIRST) OF PROPERTY (1944) §450; *Bunn v. Offutt*, 222 S.E.2d 522, 525 (Va. 1976); *Barnard v. Gaumer*, 361 P.2d 778, 780 (Colo. 1961), Bruce & Ely, THE LAW OF EASEMENTS & LICENSES IN LAND (2015) §1:1, pp. 1-5; *Minneapolis Athletic Club v. Cohler*, 177 N.W.2d 786, 789 (Minn. 1970); BLACK’S LAW DICTIONARY (4th ed. 1968), p. 1489.

said RIGHT OF WAY, as soon as said Railway is located *on or across* said above-described premises[.]

Barlow, 2023 WL 8102421, at *2 (emphasis in original).

The landowners in *Barlow* argued “‘the Right of Way for said Railway’ language in the ROW Agreements and the placement of this language in the granting clause show the parties’ intent to convey easements rather than fee simple estates.” 2023 WL 8102421, at *4. The government countered by claiming the words “grant and convey” meant this instrument conveyed the fee simple estate in the land to the railroad notwithstanding the term “right-of-way.” *Id.* Judge Grigsby agreed with the government. The landowners appealed. The Federal Circuit reversed Judge Grigsby.

Looking to Illinois law, the Federal Circuit held the term “right-of-way” is synonymous with an easement and demonstrates the grantor’s intention to grant an easement, not title to the fee simple estate. The Federal Circuit wrote:

Such a reference to a right of way, specifically in the granting clause, conveys an easement rather than a fee simple. Outside the granting clause, other express words in the ROW Agreements also rebut the presumption. First, the ROW Agreements’ “RIGHT OF WAY” title demonstrates an intention to convey easements. Second, the “over or across” and “on or across” language in the ROW Agreements is consistent with the description of the right of way and shows an intent to convey an easement.

2023 WL 8102421, at *4-5 (internal citations omitted).

The Federal Circuit held, “we are not persuaded by the government’s argument that the use of the term ‘right-of-way’ in the [Right-of-Way] Agreements refers to the land conveyed, not a limitation on the interest conveyed.” *Barlow*, 2023 WL 8102421, at *5. The Federal Circuit found those Illinois cases the government sought to rely upon for this point to be distinguishable. *Id.*

The second category of property at issue in *Barlow* concerned similar “instruments that included the words ‘for railroad purposes.’” *Barlow*, 2023 WL 8102421, at *5-6. The Federal

Circuit agreed with the landowners that this “language in the granting clause of the deed that restricts the right of the conveyance to a lesser estate, *i.e.*, ‘for railroad purposes.’” *Id.* at *6. The Federal Circuit looked to a Seventh Circuit decision, *Carter Oil v. Meyers*, 105 F.2d 259, 260-61 (7th Cir. 1939), where “the Seventh Circuit found a deed conveyed an easement under Illinois law despite the ‘grant, convey and dedicate’ language in part because of the limiting language ‘for the purpose of a public highway’ in the granting clause.” *Id.* The third category of properties in *Barlow* were the “non-instrument parcels,” which are equivalent to the “prescriptive easement properties” in this case. See *Barlow*, 2023 WL 8102421, at *7. See our discussion of the prescriptive easement properties.

Curiously, the government never addresses, distinguishes, or even considers the Supreme Court’s holding in *Cowpasture* that “right-of-way” means an easement. To the extent the government addresses Judge Bruggink’s decision in *Mills*, the government simply labels Judge Bruggink’s decision “dicta.” See ECF No. 115, p. 18.¹⁰ The government further fails to reconcile the government’s contention that “right-of-way” describes a conveyance of title to the fee estate in land with all those authorities, including Bruce and Ely and the Restatement, explaining that “right-of-way” describes, or is synonymous with, an *easement*, not title to the fee simple estate. See Landowners’ brief, ECF No. 111-1, pp. 20-22.¹¹

¹⁰ The government explained, “The court’s holding in *Mills* ultimately turned not on the interpretation of deed language under Florida law, but rather on the interpretation of the Florida railroad charter statute where no present property interest in a deed exists. 147 Fed. Cl. at 347 (*‘If plaintiff was correct...that a present property interest was granted by the...instrument, it would have been an easement....’*)”

¹¹ Judge Williams’ opinion in *Rogers v. United States*, 93 Fed. Cl. 607 (2010), upon which the government relies, was decided in 2010. At the time of her decision Judge Williams, for whom we have tremendous respect, did not have the benefit of the Supreme Court’s decision in *Cowpasture*, nor this Court’s decision in *Mills*, nor the Federal Circuit’s recent decision in *Barlow*, nor was Judge Williams presented the other authorities cited in our opening memorandum.

Those voluntary conveyances explicitly describing the railroad’s interest as a “right-of-way” include seventy-nine properties whose predecessors-in-interest were Adrian Honoré, Bertha Palmer, and the Florida Mortgage & Investment Company; and all of the voluntary conveyances contain language that rebut any presumption that the railroad obtained fee simple title. See *Barlow*, 2023 WL 8102421, at *4-5. The railroad’s interest in all these strips of land is an easement, not title to the fee estate. This Court should grant the plaintiffs’ motion for partial summary judgment as to these plaintiffs.

B. The government fails to consider the railroad entered the land and surveyed a right-of-way across the land before the owners executed any conveyance, the railroad was acting pursuant to its eminent domain power, such that any interest the railroad obtained is limited to that interest the railroad could obtain under its condemnation authority – an *easement*.

The text of voluntary conveyances and the context in which they were created demonstrate the grantor intended to convey an easement. For example, the Burton conveyance described the property as a “strip of land” on “each side of the center line of the Seaboard Air Line Railway *as located across the lands owned by*” the Burtons. **Exhibit 13**, p. 1 (emphasis added). See *Barlow*, 2023 WL 8102421, at *5 (“the ‘over or across’ and ‘on or across’ language in the ROW Agreements is consistent with the description of the right of way and shows an intent to convey an easement”).

Under Florida law, a railroad corporation is granted authority to enter an owner’s land without the owner’s consent to survey and locate a right-of-way for a railway line across the owner’s land. In doing so, the railroad corporation is acting under its eminent domain authority granted railroads under Florida law. Were it not for Florida’s grant of limited eminent domain authority, the railroad would be a trespasser. Thus, the railroad corporation’s entry upon the landowner’s private property is the railroad acting under the power of eminent domain the state

has granted the railroad in the railroad's charter. See Landowners' brief, ECF No. 111-1, pp. 35-39.¹²

It is only after entering the owner's land, surveying and locating the railway line across the owner's land that the railroad corporation obtains a written conveyance from the owner. In such a situation, the conveyance to the railroad is a grant of an easement for the operation of a railway line, not title to the fee estate in the land. Such "voluntary conveyances" are executed by the landowner in light of, and subject to, the railroad's eminent domain power and the railroad's interest is limited to an easement. See James W. Ely, Jr., *RAILROADS & AMERICAN LAW* (2001), pp. 197-98; Landowners' brief, pp. 36-37. See also *Preseault II*, 100 F.3d at 1536 ("a railroad that proceeds to acquire a right-of-way for its road acquires only that estate, typically an easement, necessary for its limited purposes, and that the act of survey and location is the operative determinant, and not the particular form of transfer, if any").

C. Florida statute §689.10 applies to future interests not easements.

The government says, "under Florida law, a deed is presumed to convey the maximum interest the grantor had power to convey, in most instances, that being fee simple title." Gov. brief, ECF No. 115, p. 8 (citing Fla. Stat. §689.10 and *Rogers v. United States*, 184 So.3d 1087, 1095 n.5 (Fla. 2015)). In our opening brief we explained that the "purpose of Fla. Stat. §689.10 was to abrogate the strict common-law requirement" that "certain *magic words* (such as 'and his heirs') [are] necessary to convey *inheritable* title[, and that t]he statute is irrelevant to the issue of

¹² Florida allowed railroads to "cause such examinations and surveys for the proposed railroad...and for such purposes...to enter upon the lands...of any person for that purpose [and] to take and hold such voluntary grants of real estate...as shall be made to it to aid in the construction, maintenance and accommodation of its road." Fla. Stat. §2241 (1892). But the statute also provided "the real estate received by voluntary grant shall be held and used for purposes of such grant only." *Id.*)

determining whether an *estate* in land or a *servitude* was conveyed because the statute only applies to estates in land (not servitudes, such as easements).” ECF No. 111-1, p. 28. Simply put, Fla. Stat. §689.10 does not apply to *servitudes* such as easements. Florida adopted §689.10 to address fee conveyances of future interests in the fee estate, such as rights of reversion, possibility of reverter, right of entry, vested remainder, contingent remainder, and an executory interest.

As we noted in our opening brief, if the government’s view of §689.10 were correct, then every utility, road, drainage, and driveway easement would be a conveyance of fee simple title to the land described in the conveyance. The government fails to provide any authority holding that §689.10 applies to grants of easements.

D. The government fails to consider the text of the entire instrument and the context in which, and the purpose for which, the grantor executed the document.

The polestar guiding a Court in the interpretation of a conveyance of an interest in property is to achieve the interest the grantor sought to accomplish. *Rogers*, 90 Fed. Cl. at 429 (citing *Reid v. Barry*, 112 So. 846, 852 (Fla. 1927), and *Thrasher v. Arida*, 858 So.2d 1173, 1175 (Fla. Ct. App. 2003)). The Federal Circuit in *Barlow* recognized a similar governing principle under Illinois law. 2023 WL 8102421, at *3 (“Under Illinois law, the cardinal and all-important rule is to ascertain the intention of the parties, as gathered from the entire instrument, considering the facts the parties had in mind, including their situation, the state of the property, and the objects to be attained.”) (internal quotations omitted).

Rather than consider the text of the entire document, the government focuses on magic words in the granting and habendum clauses of the conveyances. See, e.g., Gov. brief, ECF No. 115, p. 15 (comparing the habendum clauses of the Florida Mortgage & Investment Co. conveyance with that of the Honoré deed, arguing that the “granting clause [of the Florida Mortgage instrument] does not contain language limiting the interests conveyed to certain uses or

purposes, nor does it reference an easement” in “stark contrast to the habendum clause in the Honore Deed....”). The government’s reliance upon magic phrases or talismanic provisions extracted from the document as a whole finds no support in Florida law.

Many of the conveyances were filled-in by hand on preprinted forms. See discussion in Landowners’ brief, ECF No. 111-1, pp. 24-26. Especially in the case of preprinted form documents, that portion of the document which most precisely describes the property interest the grantor intended to grant the railroad is the boilerplate language on preprinted forms. See *id.* at 24-25 (citing *Preseault II*, 100 F.3d at 1535, regarding railroad agents using preprinted forms). The government overlooks this fact and instead focuses on the boilerplate phrases in the preprinted form. Moreover, any ambiguity between the handwritten or typed description of the property by reference to an existing railway line directs the court to go beyond just the four corners of text and consider the context in which the conveyance was created, the purpose for which the grantor executed the document, and the law at the time the document was drafted. See ECF No. 111-1, pp. 26-26 (quoting *Enterprise Leasing Co. v Demartino*, 15 So.3d 711, 716 (Fla. Ct. App. 2009)), 29 (quoting the RESTATEMENT (THIRD): SERVITUDES §2.2, Comment g). When the entire text, the context and purpose for which these instruments were created is considered, it is apparent that the interest the grantor intended was understood to be granted the railroad was an easement.

E. The government ignores the significance of the fact that the railroad paid only nominal consideration.

The voluntary conveyances are all for nominal consideration. See Landowners’ brief, ECF No. 111-1, table at p. 58, n.58. The government never reconciles this fact with the principle that conveyances for nominal consideration are interpreted as a grant of an easement not title to the fee estate. See Fla. Stat. §4354, *Behrens*, 59 F.4th at 1345, and discussion at ECF No. 111-1, p. 60. To be sure, in *Rogers*, 93 Fed. Cl. at 622, 625, the court held that the BLE and Venice deeds were

not voluntary conveyances for nominal consideration based upon the unique context involving the relocation of the southern two miles of the Sarasota to Venice rail line and the Brotherhood of Locomotive Engineers' development of Venice, Florida. The Florida Supreme Court's response to the Federal Circuit's certified question did not repudiate this principle applicable to the interpretation of voluntary conveyances to a railroad but, rather the Florida Court affirmed this principle.¹³

IV. The government incorrectly argues that some of the plaintiffs' properties do not abut the rail-trail corridor.

All 214 landowners' properties are adjacent to and underlie the Legacy Trail right-of-way. See Landowners' Statement of Facts, ECF No. 111-2, ¶¶28-30. The government has abandoned its non-adjacency objection to the landowners' claims in the Oakwood Manor and Oaks at Woodland Park subdivisions that it had raised in discovery.¹⁴ But for the three Old Forest Lakes Association subdivision landowners (the Flaherty, Messick, and Herring families), and the Hagar Park subdivision landowners, William and Jill Booth, the government continues to incorrectly claim these plaintiffs' properties are not adjacent to the right-of-way. And the government now confusingly claims the properties owned by Crabapple, Lynn, Martell, and 3153 Novus Court are not adjacent to the railroad right-of-way. The government is wrong on all counts.

¹³ The BLE and Venice deeds that were the subject of the certified question in *Rogers v. United States*, 814 F.3d 1299, 1304 (Fed. Cir. 2015), were *not* subject to Florida's voluntary conveyance statute. Florida's Supreme Court explained that the "provision in subsection (2) of the Florida statute, to the effect that 'real estate received by voluntary grant shall be held and used for purposes of such grant only,' does *not* apply in this case because the deeds were grants by bargain and sale for valuable consideration and conveyed fee simple title." *Id.* at 1094, n.3. (emphasis supplied.)

¹⁴ See **Exhibit 19** (Appendix B to government's interrogatory answers listing adjacency objections to twenty owners' claims). See also Gov. cross-motion and response, ECF No. 115, pp. 10-11, 19-23 (objecting to the adjacency of eight owners' claims but not the claims of those owners within the Oakwood Manor or Oaks at Woodland Park subdivisions).

First, the government does not contend the plaintiffs who own these supposed “nonadjacent” properties don’t own their homes or businesses. Nor does the government claim the documents by which these plaintiffs establish their ownership of their land are void. Rather, the government’s quarrel is with the *boundaries* of that property each of these plaintiffs owned. Specifically, the government contends some third-party owns a strip of land lies between that land the government does not dispute these plaintiffs’ own and the centerline of the rail-trail corridor. The government premises its argument upon the proposition that (for example) an intervening five-foot-wide drainage easement running parallel to a plaintiff’s home and the proximate edge of the abandoned railway right-of-way means these plaintiffs title does not extend to the land center of the adjoining railway right-of-way.

The government’s “intervening parcel” theory is wrong for three principal reasons, any one of which is fatal to the government’s argument. *First*, the government’s argument is contrary to Florida law that follows the centerline presumption and strip-and-gore doctrine. See *Castillo v. United States*, 952 F.3d 1311, 1320-21 (Fed. Cir. 2020). The Federal Circuit in *Barlow* described its decision in *Castillo* as holding Florida’s centerline presumption applicable to highways and streets applies to railroads and noting “[m]any other jurisdictions – very much the predominant number among those whose law has been cited to us – have applied the centerline prescription to railroad rights-of-way.” 2023 WL 8102421, at *8.

Second, the “intervening” strips of land are not a separate tract of land owned by a third party in fee simple. Rather, the “intervening” strips upon which the government rests its argument are narrow easements for drainage runoff or canals. See our opening brief, ECF No. 111-1, pp. 76-80, and referenced exhibits. The government fails to explain or to provide any authority that holds a drainage right-of-way easement that runs parallel to another right-of-way easement

(whether a railroad, road, or utilities) somehow voids the owner of the fee estate's title to the underlying fee estate in the land across which the parallel easements are located.

Third, the government fails to offer any evidence that controverts these plaintiffs' title and the boundaries of these plaintiffs' land. In fact, the government's evidence, such as the Bellevue Terrace plat, supports the plaintiffs' position. The plaintiffs supported their claim to own the land extending to the centerline of the rail-trail corridor with recorded deeds, tax records, and, most importantly, a declaration and exhibits prepared by the Stantec civil engineering and survey firm. The government offers no credible contrary evidence.

A. Plaintiffs' title documents and expert mapping analysis demonstrate that these eight landowners' property does adjoin and underlay the rail-trail corridor.

1. The Flaherty, Messick, and Herring properties within the Old Forest Lakes subdivision are adjacent to the railroad right-of-way.

The government incorrectly claims that the properties owned by the Flaherty, Messick, and Herring families in the Old Forest Lakes subdivision are not adjacent to the railroad right-of-way "due to the intervening five-foot strip of land owned by Old Forest Lakes Association, Inc." ECF No. 115, p. 11. The government claims these plaintiffs do not own the land adjacent to or underlying the railroad corridor because "a five-foot wide strip of land separates their respective parcel's eastern boundary and the rail corridor." *Id.* at 10. The government says this is so because, "the legal description in their deeds, and intervening ownership interest, and GIS imaging demonstrate [these plaintiffs' property] does not extend to the centerline of the abandoned right-of-way." *Id.* The government points to the Herrings' property deed (Gov. Ex. 8) that provides that the Herrings' property consists of "that part of tract 7, lying west of [Seaboard Coast Line] Railroad...as per plat thereof...less the easterly 5 feet thereof..." The government is wrong that this language means these owners' properties are not adjacent to the Legacy Trail right-of-way.

We address the government’s “nonadjacency” claim for this group of landowners in our opening brief. See Landowners’ brief, ECF No. 111-1, pp. 75-80. To demonstrate that these plaintiffs own title to the fee estate in the land extending to the centerline of the rail-trail corridor, we also provide a declaration by experts with the Stantec surveying and civil engineering firm demonstrating the boundaries of these owners’ properties extend to the centerline of the rail-trail corridor. See **Exhibit 20** (Stantec decl.); Landowners’ brief, Section III(D)(3), pp. 79-80 (citing **Exhibit 20** with declaration-exhibits H and I).¹⁵ As explained in the Stantec declaration, the Forest Lakes Association deed described a five-foot-wide drainage easement dedicated to the Old Forest Lakes Association. See **Exhibit 20** ¶9 and accompanying Exhibit H (plat and warranty deed conveying a five-foot strip “as per plat thereof...lying West of S.C.L. R.R. right-of-way.”), pp. 2, 4, and Exhibit I (Stantec mapping, including aerial photograph of these properties with the subdivision plat overlain to show the five-foot easement). The Flaherty, Messick, and Herring plaintiffs own the land under the drainage easement and the rail-trail. See *id.* ¶9 (“As depicted on Exhibit I, the five-foot-wide drainage easement runs adjacent to and abuts the plaintiffs’ properties and the right-of-way.”). The landowners have correctly asserted, with proper and sufficient evidence, that the owners’ properties within the Old Forest Lakes subdivision, including the Flaherty, Messick, and Herring families, “are adjacent to and underlie the Legacy Trail rail-trail corridor,” and that these owners “owned their property abutting and underlying the railroad right-of-way on May 14, 2019, the date the Board issued the NITU.” Statement of Facts ¶¶29(d), 30 (citing **Exhibit 20** (Stantec decl.) 5, 9; **Exhibit 5** (joint title stipulations); **Exhibit 6** (valuation

¹⁵ It appears that, due to a filing error, only exhibits A-1, A-2, and A-3 to the Stantec declaration were filed with the landowners’ memorandum in support of their motion for partial summary judgment. The landowners are, accordingly, re-filing Exhibit 20 with all of its exhibits, including exhibits H and I.

maps); and the landowners' title documents attached as exhibits 5 through 452 of Plaintiffs' Fourth Amended Compl. (which are attached to the landowners' motion as **Exhibit 2**).

2. The Booth property includes the land adjacent to and under the former railroad right-of-way.

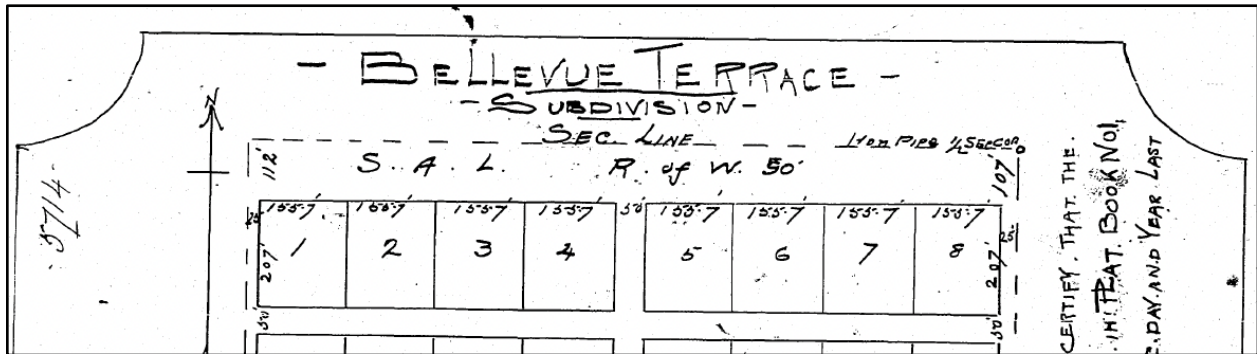
The government wrongly argues that the Booth property in the Hagar Park subdivision is not adjacent to the Legacy Trail right-of-way. The government incorrectly contends that “an intervening drainage district canal,” which is “owned by Sarasota County,” separates the Booth property from the Legacy Trail right-of-way. Gov. brief, ECF No. 115, p. 20. The government is wrong because the drainage canal is an easement that does not separate the Booth property from the Legacy Trail right-of-way. See **Exhibit 20** (Stantec decl.) ¶7. As described by Stantec and depicted in Exhibit E to the Stantec declaration, “the Sarasota drainage canal easement runs adjacent to and abutting the Booth property on the southern side of the Legacy Trail.” *Id.* The drainage canal is *an easement*, and thus, its presence does not cut-off the Booth family's ownership of the fee title to the land extending to the center of the adjoining right-of-way. See Landowners' brief, ECF No. 111-1, pp. 76-78, and n.75 (citing, quoting, and explaining the drainage canal title documents, the subdivision plat describing the canal as an easement, and the Stantec mapping and analysis of the drainage easement). The government has failed to address or contradict any of the landowners' evidence supporting their assertion that the drainage canal is an easement. Thus, the government's adjacency objection should be denied and disregarded.

3. The Crabapple, Lynn, Martell, and 3153 Novus Court properties are adjacent to the railroad right-of-way.

The government also argues, incorrectly, that the Crabapple, Lynn, Martell, and 3153 Novus Court properties are not adjacent to the rail-trail corridor. The government produces two aerial photographs (Gov. exhibits 19 and 20), and a subdivision plat (Gov. exhibit 21). The

government states that these owners' properties comprise lots 1, 3, 5, 6, and 7 of Block A of the Bellevue Terrace plat. Gov. cross-motion, ECF No. 115, p. 22, n.9 (citing Gov. exhibit 21).

But the government's evidence contradicts and defeats its own argument. The figure below is a close-up detail-image of Gov. exhibit 21 (plat) showing lots 1-8 of Block A. The plat shows



that all of these owners' properties *directly adjoin* the Seaboard Air Line Right-of-Way.

B. Florida's centerline presumption and related strips-and-gores doctrine hold that these landowners' property extends to the centerline of the former railroad corridor.

The Federal Circuit's decision in the recent Florida Trails Act case, *Castillo*, explains that Florida follows the strips-and-gore doctrine and the related centerline presumption. See Landowners' brief, ECF No. 111-1, pp. 30-35. *Castillo* involved owners of platted lots along an abandoned railroad right-of-way in Miami. The federal government invoked the Trails Act to take this abandoned railway corridor for a new public recreational trail and possible future railroad corridor. The owners of these platted lots sued for compensation. The government said the owners did not own the land under the rail-trail corridor because the recorded plats for the subdivision depicted the boundary of the lots adjoining the railroad right-of-way as extending only to the proximate edge of the railroad right-of-way, not to the centerline of the right-of-way. *Castillo*, 952 F.3d at 1319.

The owners countered by arguing that their title to the fee estate in the platted lots adjoining the railroad right-of-way extended to the center of the adjoining right-of-way under Florida's centerline presumption and the strip-and-gore doctrine. Judge Horn agreed with the government and granted the government's motion for summary judgment. The owners appealed. The Federal Circuit reversed Judge Horn and held that Florida follows the centerline presumption and the strip-and-gore doctrine and that under legal doctrines and prescriptions the owners of platted lots adjoining a railroad right-of-way hold title to the fee simple estate in the land extending to the centerline of the adjoining railroad right-of-way.

The government has not produced any evidence rebutting the centerline presumption. The government can only point to the "*less the easterly 5 feet thereof*" language in some of these owners' deeds. See ECF No. 115, p. 10; Gov. exhibit 8 (emphasis added). This language does not rebut Florida's centerline presumption. *Castillo*, 952 F.3d at 1322 ("The trial court in the present matter relied on language of the...plats that is not sufficient to avoid the centerline presumption. It relied on "east of" and "less" language in the [one] plat and on "excepting" language in the [other] plat."). As in *Castillo*, the phrases the government relies upon refers to the two-dimensional corridor (not a one-dimensional edge) or even to the right-of-way itself (as an easement) in affirmatively stating the boundary of the subdivision land and identifying certain exclusions." *Id.* Furthermore, the government has produced no evidence that the drainage strips are anything other than easements. Under the centerline prescription and the strip-and-gore doctrine, the fee estate of the adjoining owner extends to the land underlying the right-of-way corridor. These landowners are, therefore, entitled to summary judgment in their favor.

CONCLUSION

This Court should grant the plaintiffs' motion for partial summary judgment and deny the government's cross-motion. All of these 214 plaintiffs have demonstrated that, on May 5, 2019, they owned the fee estate in land across which the federal government imposed an easement for a public rail-trail corridor under section 8(d) of the Trails Act. This is a *per se* taking of these owners' private property for which the government has a "categorical" constitutional obligation to justly compensate these owners.

The government does not dispute the owners of forty-seven properties claim to hold fee simple title to that land now subject to the government's rail-trail corridor easement. These are the present-day owners of the land across which Adrian Honoré granted the Seaboard Air Line Railroad a right-of-way easement for a railway line in 1910. For these plaintiffs there is no doubt they own the land now subject to the government's rail-trail corridor easement.

For the plaintiffs who own the other 167 properties, the government's claim that the government needn't pay these plaintiffs because the railroad (by adverse possession, condemnation, or voluntary conveyance) obtained title to the fee simple estate in the strip of land across which the railroad operated a railway line is contrary to all controlling authority and precedent. Hence, this Court should grant these plaintiffs' motion for partial summary judgment and direct the government and owners to determine the specific amount of "just compensation" due each plaintiff.

Rule 56(a) provides the "court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." The government, in its response to these landowners' motion, fails to provide any countervailing factual dispute, and the question of law (fee versus easement) should be resolved

in the plaintiffs' favor on the basis of stipulated and uncontroverted facts. The government has either not addressed the authorities supporting finding the railroad's interest to be only an easement or, in the case of the voluntary conveyances, the government offers only an "argument by adverb" without any substantive authority.¹⁶ Accordingly, the plaintiffs are entitled to summary judgment.

The government's response is also remarkable for those points the government does not address and those authorities the government ignores. Beginning with the government's table of authorities compared to those authorities the plaintiffs cite, it is notable that any mention of the Supreme Court's decisions in *Brandt*, *Cowpasture*, *Great Northern*, and *Leo Sheep* is missing. The government fails to consider the Federal Circuit's Trails Act leading decisions. The government does not mention *Behrens*, *Toews*, *Castillo*, *Hash*, *Memmer*, or *Barlow* (though the omission of *Barlow* is to be excused because the Federal Circuit issued *Barlow* after the government filed its response). And, to the extent the government considers the most important Trails Act decisions, the Supreme Court's opinion in *Preseault I* and the Federal Circuit's *en banc* decision in *Preseault II*, the government affords them only passing reference and fails to discuss the Federal Circuit's deed interpretation and analysis as explained by Judge Plager in *Preseault II* apart from reciting the *Preseault II* three-part test, ignoring the plaintiffs' *Preseault II* argument. See Landowners' brief, ECF No. 111-1, pp. 41-42, 48-50. Similarly, the government fails to

¹⁶ For example, the government says the "text of the relevant conveyance instruments *plainly* demonstrates that the grantors conveyed fee simple title to the railroad," that the "granting clause *plainly* reads," that the conveyance "*plainly* grants...fee simple title," that the conveyance "*clearly* grants fee simple title to" the railroad, that the "*mere* inclusion of the term 'right-of-way' in the instrument is inconclusive," that the "deed's unambiguous language *clearly* shows that the [grantor] granted fee simple title," that the conveyance "*plainly* grants...fee simple title," that "a strip of land owned by Sarasota County *clearly* separated the parcel from the rail corridor," and that the conveyance "*plainly* grants to [the railroad] fee simple title to the land at issue." Gov. brief, ECF No. 115, pp. 7, 9, 10, 15, 19, 24, 25 (emphasis added). Adverbs are not authority.

consider or discuss this Court's decisions in *Childers* and *McCann Holdings* (both involving this same Legacy Trail rail-trail corridor) or *Jackson v. United States*, 135 Fed. Cl. 436 (2017) (Trails Act analysis by Judge Williams). And while the government mentions *Mills*, the government simply labels Judge Bruggink's opinion "dicta" and affords it no serious weight even though *Mills* is a recent Trails Act case turning upon the same questions of Florida law at issue here.

So too, with Florida authorities. The government never considers *Florida Southern R. Co. v. Hill*, 23 So. 566 (Fla. 1898), *Florida Southern Railway Co. v. Brown*, 1 So. 512 (Fla. 1887), *Davis v. MCI Telecomms. Corp.*, 606 So.2d 734 (Fla. 1992), *Dean v. MOD Properties*, 528 So.2d 432 (Fla. 1988), *Downing v. Bird*, 100 So.2d 57 (Fla. 1958), *Smith v. Horn*, 70 So. 435 (Fla. 1915), *Servando Building Co. v. Zimmerman*, 91 So.2d 289 (Fla. 1956), *Rawls v. Tallahassee Hotel*, 81 So. 237 (Fla. 1901), *Trailer Ranch Inc. v. City of Pompano Beach*, 500 So.2d 503 (Fla. 1986), *Thrasher v. Arida*, 858 So.2d 1173 (Fla. Ct. App. 2003), *Van Ness v. Royal Phosphate Co.*, 53 So. 381 (Fla. 1910), and other Florida decisions.

In short, the government's response (the government's memorandum of law without a statement of uncontroverted facts, which fails to even attempt to controvert any of plaintiffs' factual positions) fails to contravene the plaintiffs' motion for summary judgment and fails to support the government's motion for summary judgment. Thus, this Court should grant the plaintiff's motion for summary judgment and deny the government's cross-motion for summary judgment.

Respectfully submitted,

/s/ Mark F. (Thor) Hearne, II
MARK F. (THOR) HEARNE, II
Stephen S. Davis
True North Law, LLC
112 S. Hanley Road, Suite 200
St. Louis, MO 63105
(314) 296-4000
thor@truenorthlawgroup.com

Counsel for the Landowners

EXHIBIT 20

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

4023 SAWYER ROAD I, LLC, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	No. 19-757L
)	
UNITED STATES OF AMERICA,)	Judge Edward H. Meyers
)	
Defendant.)	

DECLARATION OF ROBERT R. CUNNINGHAM

I, Robert R. Cunningham, being of lawful age, state the following based upon my personal knowledge:

1. Stantec is a national firm specializing in land-planning, engineering, landscape architecture, surveying, and environmental sciences. Stantec previously provided expert mapping and land-planning services for the plaintiff-landowners in the *Rogers v. United States* group of litigation in this Court involving the Legacy Trail in Sarasota. See *McCann Holdings, Ltd. v. United States*, 111 Fed. Cl. 608, 632 (2013) (describing how WilsonMiller (now Stantec) provided information to plaintiffs' expert appraiser, Chad Durrance); *Childers v. United States*, 116 Fed. Cl. 486, 496 n.6 (2014) ("The Court admitted Ms. Allred [a project manager for WilsonMiller Stantec] as an expert in long-range planning and zoning in Sarasota County."). See also *Childers*, 116 Fed. Cl. at 562 ("To quantify the damages associated with diminished access, Mr. Durrance consulted with WilsonMiller Stantec, a consulting firm that provides services in planning, engineering, architecture, surveying, and project management, and undertook an analysis of two developments that differed with respect to shape, access, and abutting corridors, to determine the effect diminished access has on property values.").

2. I am a Senior Project Manager with Stantec's office in Sarasota, Florida. My professional experience includes performing topographic, boundary, wetland location, and

inventory and control surveys on dozens of properties within Sarasota and Manatee Counties, Florida. I am proficient in AutoCAD, Civil3D, Legal Aid, and other software programs used in land surveying and land planning. I am an expert in the interpretation of ownership lines for GIS purposes. I have attached my resume as **Exhibit A-1** to this declaration.

3. Jennie W. Brannon, PSM retired and working under my supervision as a Senior Technician, and Corey Berner, as a GIS specialist, have mapped the properties using the plaintiff-landowners' ownership and land title records. I have attached Jennie and Corey's resume as **Exhibit A-2** and **Exhibit A-3**. Jennie and Corey mapped the properties relating to the claims of Gary L. Cathey and Victoria L. Goodrich (Parcel ID No. 2031-02-1370), Jeffrey Doyle, as Trustee of the Wallace David Brunton Testamentary Trust, and Mabel Brunton (Parcel ID No. 2031-02-1366), Thomas M. and Joyce R. Fay (Parcel ID No. 2031-02-1337), William A. and Jill Booth (Parcel ID No. 2034-01-0042), Thomas and Michelle Dodson (Parcel ID No. 0052-04-0026), Anthony and Karen Puccio (Parcel ID No. 0052-04-0027), Keith E. Rollins and Lisa J. Paxson-Rollins (Parcel ID No. 0052-04-0033), Brian T. Sanborn (Parcel ID No. 0052-04-0032), The Oaks at Woodland Park Homeowners Association, Inc. (Parcel ID No. 0052-03-0062), Kimberly Dawn Hewitt, as Trustee for the Kimberly Dawn Hewitt Rev. Trust (Parcel ID No. 0052-05-0012), Mark T. and Angela D. Flaherty (Parcel ID No. 0061-07-0097), Robert E. and Michelle S. Messick (Parcel ID No. 0061-07-0098), and Timothy G. and Alisa J. Herring (Parcel ID No. 0061-07-0095). Jennie and Corey mapped these parcels using publicly-available aerial photographs and Sarasota County GIS property information obtained from the Sarasota County Property Appraiser's Office. These aerial photographs fairly and accurately represent the above-listed properties as they are located in relation to the Sarasota Legacy Trail right-of-way and the adjacent easements described in the attached exhibits.

4. The GIS parcel data for the maps Stantec created for these claims were delivered from Sarasota County as a shapefile to Stantec in the coordinate system for the Florida West Zone, North American Datum of 83/2011 and contained fields for parcel number, address, owner name, land use, and property value, among others. Using the parcel numbers, these parcels were selected from the data and separated into a new layer. Next, Corey Berner added new fields that contain an assigned Map ID number, original conveyance, and boundaries of relevant corridors that abut these parcels, including the Legacy Trail right-of-way and other easements running across the plaintiffs' properties, including, for example, Sarasota County drainage easements. The visual depiction of the conveyances was created in AutoCAD, a computer-based design program, and exported into GIS. Although the file format changes between AutoCAD and GIS, the conversion results in no loss of data. This information was then confirmed by consulting the Interstate Commerce Commission (the predecessor-government agency to the Surface Transportation Board) (ICC) valuation maps and the subdivision plats. If any questions arose about ownership or area calculations, the plaintiff's deed was consulted to ensure the boundaries were measured accurately. The valuation maps produced by the ICC contain both a survey of the railroad corridor corresponding to the Sarasota Legacy Trail and a schedule listing the specific instrument (if one existed and was discoverable) by which the railroad gained its interest in the corridor when the railroad was built. ICC valuation maps are maps that were created by the Interstate Commerce Commission in the early decades of the 1900s.

5. Corey digitally overlaid the parcels listed in paragraph 2 (using their property data as described in paragraph 2) on top of the valuation maps of the railroad corridor in order to determine the specific instrument that the federal government stated applied to each portion of the railroad corridor by which the railroad obtained its interest in the property then-owned by each of

the plaintiffs' predecessors-in-title. According to the valuation maps and valuation schedules, the railroad obtained its interest in each plaintiff's property as listed below:

Group	Name	Parcel ID	Relevant source conveyance to the railroad according to ICC val map
Oakwood Manor subdivision properties	Jeffrey Doyle, as Trustee of the Wallace David Brunton Testamentary Trust, and Mabel Brunton	2031-02-1366	O.H. Pendley (July 17, 1923)
	Gary L. Cathey and Victoria L. Goodrich	2031-02-1370	
	Thomas M. and Joyce R. Fay	2031-02-1337	
Hagar Park subdivision property	William A. and Jill Booth	2034-01-0042	Fla. Mortgage, Book 10, Page 532
Oaks at Woodland Park subdivision properties	Thomas and Michelle Dodson	0052-04-0026	Fla. Mortgage, Book 10, Page 536
	Anthony and Karen Puccio	0052-04-0027	
	Keith E. Rollins and Lisa J. Paxson-Rollins	0052-04-0033	
	Brian T. Sanborn	0052-04-0032	
	The Oaks at Woodland Park Homeowners Assoc.	0052-03-0062	
	Kimberly Dawn Hewitt, as Trustee for the Kimberly Dawn Hewitt Rev. Trust	0052-05-0012	
Old Forest Lakes subdivision properties	Mark T. and Angela D. Flaherty	0061-07-0097	Sarasota Land Co. Book 19, Page 415
	Robert E. and Michelle S. Messick	0061-07-0098	
	Timothy G. and Alisa J. Herring	0061-07-0095	

6. With regard to the three plaintiffs' properties in the Oakwood Manor subdivision, Sarasota County property records reflect that Sarasota County holds a fifty-two-foot-wide drainage easement running over and across the parcels owned by Gary L. Cathey and Victoria L. Goodrich (Parcel ID No. 2031-02-1370), Jeffrey Doyle, as Trustee of the Wallace David Brunton Testamentary Trust, and Mabel Brunton (Parcel ID No. 2031-02-1366), and Thomas M. and Joyce R. Fay (Parcel ID No. 2031-02-1337). The recorded documents relating to this parcel are recorded at OR (Official Record) Book 315, Pages 378 and 379 (including a court order in *In the Matter of*

Petition for Formation of Sarasota Fruitville Drainage District, dated October 2, 1923), and Chancery Book 3, Pages 206 and 240 (Paragraph 470). Also the description in the original Oakwood Manor Estates deed in Official Records Book 2076, Page 655, mentions these drainage easements. We have attached a true and correct copy of these documents as **Exhibit B**. I have mapped these plaintiffs' properties, the Legacy Trail right-of-way, and the Sarasota County drainage easement on an aerial photograph attached as **Exhibit C**. As depicted on **Exhibit C**, the Sarasota County drainage easement runs adjacent to and abuts the plaintiffs' properties and the Legacy Trail right-of-way.

7. With regard to Plaintiffs William and Jill Booth's property in the Hagar Park subdivision, Sarasota County property records reflect that Sarasota County holds a fifty-two-foot-wide drainage easement running adjacent to and abutting the parcel owned by William A. and Jill Booth (Parcel ID No. 2034-01-0042). The recorded documents relating to this parcel are the Hager Park 2 plat, recorded at Plat Book 10, Page 68, the Sarasota-Fruitville Drainage District indenture, recorded at OR (Official Record) Book 315, Pages 378 and 379, and the court order recorded at Chancery Book 3, Page 206 and Pages 241 (Paragraph 491) and 242 (Paragraphs 492-94). Typically, because of the general nature of the Chancery Order Book, developers would be allowed to adjust the canal locations for their lot designs, so we relied on the Plat for this location. I have attached a true and correct copy of these documents as **Exhibit D**. The plat describes the Sarasota County drainage easement that runs along the northern boundary of the subdivision as the "SARASOTA – FRUITVILLE DRAINAGE DISTRICT CANAL" and describes an additional triangle-shaped drainage easement adjacent to the Booths' property (lying between the drainage canal easement and the railroad right-of-way) as "DRAINAGE EASE'T." Corey has mapped these plaintiffs' properties, the Legacy Trail right-of-way, and the Sarasota drainage easements on

an aerial photograph attached as **Exhibit E**.¹ As depicted on **Exhibit E**, the Sarasota County drainage canal easement runs adjacent to and abutting the Booth property on the southern side of the Legacy Trail right-of-way. Also as depicted on **Exhibit E**, the triangle-shaped drainage easement lies adjacent to the northern part of the Booth property abutting the Legacy Trail right-of-way.

8. With regard to the six plaintiffs' properties in the Oaks at Woodland Park subdivision:

a. Sarasota County property records reflect that, on March 26, 1996, Woodlands Park Development, Ltd., and Atlantic Assets, Inc., conveyed an easement to Florida Power & Light Company recorded at OR (Official Record) Book 2865, Pages 2458-66, for construction, operation, maintenance of electric equipment, adjacent to the Legacy Trail right-of-way. Then, on July 29, 1996, Atlantic Assets, Inc., quitclaimed its interest in the property described in a quit claim deed recorded at OR Book 2894, Pages 2041-43, to Woodlands Park Development, Ltd. Then, on September 28, 1998, Woodlands

¹ Chancery Book 3, Page 241, Paragraph 491, describes Sarasota County's drainage easement as "A strip of land 52 feet wide in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29, the center line of which is described as follows: Beginning at a point 160 feet South of the NE corner of said tract, thence South 74° West 1400 feet to a point 600 feet South of said tract. Also a strip of land 52 feet wide off the West side of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29."

Chancery Book 3, Page 242, Paragraph 492, describes Sarasota County's drainage easement as "A strip of land in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29, bounded and described as follows: Beginning at the NW corner of said tract, thence South 1140 feet, thence East 54 feet thence North 1140 feet thence West 52 feet to the point of beginning."

Chancery Book 3, Page 242, Paragraph 493, describes Sarasota County's drainage easement as "A strip of land 52 feet wide in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29, the center line of which is described as follows: Beginning at a point 200 feet North of the SE corner of said tract, thence West 1320 feet to a point 200 feet North of the SW corner of said tract."

Chancery Book 3, Page 242, Paragraph 494, describes Sarasota County's drainage easement as "A strip of land 52 feet wide in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, the center line of which is described as follows: Beginning at a point 200 feet North of the SE corner of said tract, thence West 1150 feet to a point 100 feet North of the South line of said tract."

Park Development, Ltd., quitclaimed its interest in the property described in Official Record Instrument No. 1998130381 to Plaintiff Oaks at Woodland Park Homeowners Association, Inc. The property described in the Quit Claim Deed between Woodlands Park Development, Ltd., and the Oaks at Woodland Park Homeowners Association, Inc., includes “Tract A” of the property described in the Oaks at Woodland Park Phase I plat, executed on June 8, 1996, recorded in Plat Book 38, Page 11D. I have attached a true and correct copy of these documents as **Exhibit F**.

b. The Oaks at Woodland Park Phase I plat depicts Tract A as abutting the Seminole Gulf Railway right-of-way (now the Legacy Trail right-of-way). The plat also depicts Plaintiff Kimberly Dawn Hewitt’s property as lot 39 (the Hewitt property is also depicted as lot 39 on Page 11C of Plat Book 38, with the Dodson property depicted as lot 41 and the Puccio property depicted as lot 42 on Page 11C of Plat Book 38). The Oaks at Woodland Park Phase I plat also depicts the “utility and access easement” corresponding to the easement granted to Florida Power & Light Company as abutting the Seminole Gulf railroad right-of-way and running over and across Tract A (Oaks at Woodland Park Homeowner’s Assoc. property) and lot 39 (Hewitt property). We have mapped this property, including Tract A, and the parcels owned by Thomas and Michelle Dodson (Parcel ID No. 0052-04-0026), Anthony and Karen Puccio (Parcel ID No. 0052-04-0027), Keith E. Rollins and Lisa J. Paxson-Rollins (Parcel ID No. 0052-04-0033), Brian T. Sanborn (Parcel ID No. 0052-04-0032), The Oaks at Woodland Park Homeowners Association, Inc. (Parcel ID No. 0052-03-0062), and Kimberly Dawn Hewitt, as Trustee for the Kimberly Dawn Hewitt Rev. Trust (Parcel ID No. 0052-05-0012) on an aerial photograph attached as **Exhibit G**. Corey has also overlain the relevant plat recorded at Plat Book 38, Page 11D, on this aerial photograph attached as **Exhibit G**. For reference,

he has also marked the beginning and ending points described in the Quit Claim Deed (recorded at OR Book 2894, Pages 2041-2043) between Atlantic Assets, Inc., and Woodland Park Development, Ltd., which define the northwest and southwest boundaries of the Oaks at Woodland Park Phase I plat, on **Exhibit G**.

9. With regard to the three plaintiff-landowners' properties in the Old Forest Lakes subdivision, Sarasota County property records reflect that Old Forest Lakes Association, Inc., holds a fifteen-foot-wide drainage easement abutting the parcels owned by Mark T. and Angela D. Flaherty (Parcel ID No. 0061-07-0097), Robert E. and Michelle S. Messick (Parcel ID No. 0061-07-0098), and Timothy G. and Alisa J. Herring (Parcel ID No. 0061-07-0095). The recorded documents relating to this these parcels are the subdivision plat, recorded at Plat Book A, Page 50, and the deed recorded at OR (Official Record) Book 1145, Pages 443 and 445. I have attached a true and correct copy of these documents as **Exhibit H**. We have mapped these plaintiffs' properties, the Legacy Trail right-of-way, and the Old Forest Lakes Association, Inc., drainage easement on an aerial photograph attached as **Exhibit I**. We have also overlain the relevant plat recorded at Plat Book A, Page 50, on this aerial photograph attached as **Exhibit I**. As depicted on **Exhibit I**, the five-foot-wide drainage easement runs adjacent to and abuts the plaintiffs' properties and the Legacy Trail right-of-way.

I make the foregoing statements in this declaration based upon my personal knowledge, experience, and belief. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2023.



Digitally signed by
Robert R
Cunningham
Date: 2023.06.30
11:13:27 -04'00'

ROBERT R. CUNNINGHAM

EXHIBIT A-1



Robert Cunningham PSM

Principal, Survey
43 years of experience · Sarasota, Florida



Mr. Cunningham has more than 40 years of experience as a Professional Land Surveyor. Since joining the firm in 1979, his duties have included supervision and scheduling of field crews; research, computations, and preparation of final survey drawings and descriptions; topographic and boundary surveys; record and condominium plats; right-of-way surveys; easement; mean high water line location; submerged land leases, and jurisdictional and permit surveys.

EDUCATION

Bachelor of Arts, Ashford University, Clinton, Iowa

REGISTRATIONS

Professional Land Surveyor #LS3924, State of Florida
Registered Land Surveyor, Pennsylvania Department of State

PROJECT EXPERIENCE

PARKS, OPEN SPACES & CEMETERIES

Civic Center | Sarasota County, Florida
Myakkahatchee Creek Environmental Park | Florida Department of Environmental Protection | Sarasota/Charlotte County, Florida | Project surveyor
Englewood Sports Complex | Sarasota County, Florida | Project manager

ROADWAYS

Myrtle Avenue Extension | Sarasota County, Florida | Project Manager
Lorraine Road | SMR Communities | Manatee County, Florida | Project surveyor
Honore Avenue | Sarasota County Transportation Department | Sarasota County, Florida
Cattlemen Road | Sarasota County Transportation Department | Sarasota County, Florida
Hawkins Road | Sarasota County Transportation Department | Sarasota County, Florida
Legacy Boulevard | Manatee County, Florida

SURVEYS / GEOMATICS

Sarasota County GIS Pilot Project | Sarasota County Transportation Department, Florida | Project surveyor
Sarasota County Special Taxing District | Sarasota County, Florida | Project surveyor

Lakewood Ranch Special Taxing District | Sarasota and Manatee counties, Florida

TRANSIT

SCAT Bus Facility | Sarasota County, Florida

WASTEWATER

Philippi Creek Septic System Replacement Program, Area "A" | Sarasota County, Florida

WATER

University/Interstate 75 Interconnect Force Main | Sarasota County, Florida
Redwood/Shamrock Transmission Line Replacement and Lift Station Upgrade | Sarasota County, Florida
Jacaranda Boulevard Force Main Extension | Sarasota County, Florida
Pinellas County Reuse Facility | Pinellas County, Florida
Longwood Run Plant to Meadowood Plant Site | Sarasota County, Florida
Curry Creek Force Main | Sarasota County, Florida
City of Sarasota Reuse Project | Sarasota County, Florida

EXHIBIT A-2



Jennie Brannon PSM retired

Senior Survey CAD Technician
47 years of experience · Bridgeport, West Virginia

After 23 years of being a Survey Project Manager, Ms. Brannon has retired and is now tele-working part-time as a CAD technician for Stantec.

Tidewater Preserve | Manatee County, Florida | Project Surveyor

TRANSPORTATION SURVEYS

Oak Ford Force Main Connection | Sarasota, Florida | 2012 | Project Surveyor

North Cattlemen Road Right-of-Way | Sarasota County, Florida | Project Surveyor

Cattleman Road | Sarasota County, Florida | Project Surveyor

McIntosh Road Phase 2 | Sarasota County, Florida | project manager

Toledo Blade Boulevard | Sarasota County, Florida | Project Surveyor

US 301 | Manatee County, Florida | Project Surveyor

REGISTRATIONS

Professional Land Surveyor ##0005041, State of Florida

PROJECT EXPERIENCE

COMMERCIAL / RETAIL DEVELOPMENT

Westfield Brandon Town Center | Hillsborough County, Florida | Project Surveyor

Parkway Collection | Sarasota County, Florida | Project Surveyor

Publix Grocery Stores | Multiple Sites, Florida | Project Surveyor

EDUCATION

Venice High School | Venice, Florida | Project Surveyor

Riverview High School | Sarasota County, Florida | Project Surveyor

Sarasota County Technical Institute | Sarasota County, Florida | Project Surveyor

Booker High School | Sarasota County, Florida | Project Surveyor

GulfGate Elementary School | Sarasota County, Florida | Project Surveyor

North Port New Schools | Sarasota County, Florida | Project Surveyor

Federal Inventory of Sarasota County School Sites | Sarasota County, Florida | Project Surveyor

ENVIRONMENTAL SURVEYING

Ungarelli Preserve | Manatee County, Florida | Project Surveyor

Perico Preserve | Manatee County, Florida | Project Surveyor

RESIDENTIAL DEVELOPMENT

Isles of Sarasota | Sarasota County, Florida | Project Surveyor

Ritz-Carlton's Residences | Sarasota County, Florida | Project Surveyor

Beach Residences | Florida | Lido Key, Sarasota County | Project Surveyor

The Founders Club | Sarasota County, Florida | Project Surveyor

EXHIBIT A-3



Corey Berner GISP

Senior GIS Analyst
10 years of experience · Tampa, Florida



Corey has eight years of experience in the natural and physical sciences providing GIS applications to national, state, and local agencies. His skills include the use of ArcGIS software with the extensions of Network Analyst and Spatial Analyst; web application editing; web-map development; data editing and analysis; potable and sanitary sewer network editing; transportation asset collection, cataloging, and network design; energy transmission line site planning & analysis; PD&E studies & analysis for environmental concerns; and cartographic exhibit expertise. In addition, Corey has managed the GIS tasks on a number of Routing & Siting studies across the United States, with an emphasis on Florida-based transmission line projects; and is supervisor over a team of Stantec employees that conduct analysis and prepare figures for the replacement of wooden transmission line poles for Florida-based energy providers.

EDUCATION

Bachelor of Arts in Geography, University of Florida, Gainesville, Florida

CERTIFICATIONS & TRAINING

GISP, GIS Certification Institute, Des Plaines, Illinois, 2020

MEMBERSHIPS

Member, Urban and Regional Information Systems Association (URISA), 2014-2024

PROJECT EXPERIENCE

GIS AND INFORMATION MANAGEMENT

GIS Wetland Records Inventory | Seminole Tribe of Florida | Multiple Locations, Florida | 2017 | GIS Analyst

City of Sarasota CAD Conversions, GPS Collections, and Utility Database Updates | City of Sarasota | Sarasota, Florida | 2014 | GIS Analyst

GIS & GPS Services | City of Venice | Venice, Florida | 2014 | GIS Analyst

OIL & GAS

Kinder Morgan Transcontinental Pipeline | Kinder Morgan | Multiple Locations, United States | 2014 | GIS Analyst

TRANSPORTATION

MDX Expressway – SR 874 to SW 128th St. Improvements | Miami-Dade County | Miami, Florida | 2015 | GIS Analyst

ENVIRONMENTAL MANAGEMENT

Panther Island Mitigation Bank Expansion | Bonita Springs, Florida | 2015 | GIS Analyst

Panther Passage | Multiple Locations, Florida | 2017 | GIS Analyst

TRANSPORTATION PLANNING

SR 836 SW Extension PD&E Study | Miami-Dade Expressway Authority | Miami, Florida | 2018 | GIS Analyst

Venetian Causeway PD&E Study | Miami-Dade County, Florida | 2017 | GIS Analyst

I-95 Commercial Boulevard and Cypress Creek Road PD&E Study | FDOT | Broward County, Florida | 2017 | GIS Analyst

SR 408 Eastern Extension PD&E Study | FDOT | Orlando, Florida | 2017 | GIS Analyst

PR ST FEMA PR (1) - C4 | Federal Highway Administration | Puerto Rico | 2019 | GIS Analyst

LEGAL TEAM SUPPORT

Rails to Trails | Arent Fox, LLC | Multiple Locations, Florida | 2017 | GIS Analyst

Rails to Trails Web-Application | Arent Fox | Multiple Locations | 2018 | GIS Analyst

RENEWABLE ENERGY, SOLAR

EC&R | NA Solar PV, LLC | Multiple Location | 2018 | GIS Analyst

GIS ANALYSIS

Naples Beach Hotel & Golf Club | Naples Property Holding Company LLC2 | Naples, Florida | 2018 | GIS Analyst

St. Pete Tiered Stormwater | City of St. Petersburg | St. Petersburg, Florida | 2018 | GIS Analyst

POWER TRANSMISSION & DISTRIBUTION, TRANSMISSION LINES

Brooker Creek to Tarpon Springs 115 kV Transmission Line Routing Due Diligence Study | Duke Energy Florida | Tarpon Springs, FL, USA | 2021 | GIS Manager

Hancock Rd-Montverde Routing | Duke Energy Florida | Clermont, Florida | 2018 | GIS Analyst

Jeffress to Lakeside Transmission Line Routing Study |
Dominion Energy Virginia | North Carolina | 2021 | GIS
Manager

Kitty Hawk Offshore Wind Farm to Corporate Landing
Routing Study | Avangrid Renewables, LLC | Virginia
Beach, Virginia | GIS Lead

COMMUNITY INSTITUTIONAL

Collier County Stormwater Utilities Program Phase II |
Collier County | Collier County, Florida | 2018 | GIS
Analyst

PUBLICATIONS & WHITEPAPERS

*Geospatial Modeling of Tropical Cyclones to Improve the
Understanding of Rainfall Patterns, 2017.*

EXHIBIT B

OFF REC 315 PAGE 378

QUIT CLAIM DEED

119190

THIS INSTRUMENT, Made this 30th day of July, A. D. 1961, BETWEEN S. R. Blackwell, William W. Stockbridge and L. T. Thompson, as all of the trustees of Sarasota-Fruitville Drainage District, a drainage district dissolved pursuant to Chapter 57-1019, Laws of Florida, said persons being all of the last Board of Supervisors of said drainage district, party of the first part, and Sarasota County, Florida, a political subdivision of the State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath remised, released and quit-claimed and by these presents doth remise, release and quit-claim unto the said party of the second part, and its successors and assigns forever, all right, title, interest, claim and demand which the said party of the first part hath in and to the following:

All assets of Sarasota-Fruitville Drainage District whether real or personal, tangible or intangible, or mixed, including but not limited to:

All right-of-ways described in Chancery order Book 3, Page 206 et seq. of the Public Records of Sarasota County, Florida now owned by said district.

All right-of-ways and easements of said district gained by prescription.

All other right-of-ways and easements of said district.

All interests in land which said district has by virtue of those certain Chancery causes filed in the Circuit Court in and for Sarasota County, State of Florida and numbered Case No. 2200 and Case No. 2405.

All liens for delinquent or unpaid drainage taxes.

1 Link-belt Speeder Model UC-68 Upper Drag Line, Serial No. 6ARU887 with carrier and Hendricks 3/4 yard TS Drag Line Bucket, Serial No. 24408.

1 Link-Belt Speeder Model LS-68 Drag Line, Serial No. 6AR798 and Hendricks 3/4 yard TS Dragline Bucket, Serial No. 23071.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

SARASOTA COUNTY



REC 315 PAGE 319

...the said parties of the first part have hereunto set their hands and seals the day and year first above written.

S.R. Blackwell (SEAL)

W.W. Stockbridge (SEAL)

L.T. Thompson (SEAL)

as all the trustees of Sarasota-Fruitville Drainage District, a dissolved drainage district.

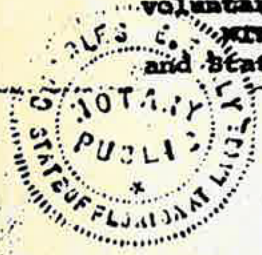
Signed, Sealed and Delivered in Our Presence:

Charles E. Early
 Evelyn W. Hardy

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY, That on this 30th day of July, A. D. 1961, before me personally appeared S. R. Blackwell, William W. Stockbridge and L. T. Thompson, as all the trustees of Sarasota-Fruitville Drainage District, a dissolved drainage district, to me known to be the persons described in and who executed the foregoing conveyance and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Sarasota, County of Sarasota, and State of Florida, this 30th day of July, A. D. 1961.



Charles E. Early
Notary Public in and for the State of Florida at large.

My commission expires: _____
Notary Public, State of Florida at large
My commission expires July 2, 1962
Bonded by State Bonding & Insurance Co.

119190
FILED AND RECORDED
AUG 14 11 58 AM '61
W.A. WYANE, CLERK
SARASOTA CO., FLA.

Entry No.	Book	Page	C.C.M. 1	Page No.
IN THE MATTER OF PETITION FOR FORMATION OF SARASOTA FRUITVILLE DRAINAGE DISTRICT	53-54	Inst.	Order	
	Dated	October 2, 1923		
	Filed	October 3, 1923		

Application having been made to the Court for an order establishing a Drainage District in Sarasota County, Florida, to be known as Sarasota-Fruitville Drainage District hereinafter more particularly defined and it appearing to the Court that a petition for the establishing of said Sarasota-Fruitville Drainage District was duly filed in this Court on the 9th day of August, A. D. 1923, and that thereafter a notice was duly published once a week for four consecutive weeks in Sarasota Times, a weekly newspaper of general circulation published in Sarasota County, Florida, in which said County all of the lands to be affected by said Drainage District are located, which said notice was published in the form prescribed in Section 1099 of the Revised General Statutes of Florida of 1920 as appears by affidavit of Edward Cowles, Editor of said Sarasota Times, now on file in said cause, and it further appearing to the Court that there has been no objections filed against the organizing and incorporating of said Drainage District, and the Court being of the opinion that the establishing of said Drainage District as prayed for in said Petition and the improvement to be made thereunder will be for the advancement of the owners of the real property embraced in said Drainage District, and the Court being further of the opinion that the prayer of the petitioners ought to be granted, and finding that the said petition has been signed by the owners of a majority of acreage of the lands within said District, and that the said lands are wet and subject to overflow;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said Drainage District proposed in the said Petition, composed of lands lying wholly within Sarasota County, Florida, and described as follows, to-wit being all the lands embraced within the following boundaries:

Beginning at the NW corner of Section 4, Township 35 South, Range 18 East, of Tallahassee meridian; thence South to the SW corner of said Section; thence East to the South Quarter corner of said Section 4; thence South through the center of Section 9 to the South Quarter corner of said Section 9; thence South through the center of Section 16 to the South Quarter corner of said Section 16; thence West one mile to the North Quarter corner of Section 20; thence South to the center of said Section 20; thence East to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 20; thence South to the SW corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 20; thence West to the South Quarter corner of said Section 20; thence South one-half mile to the center of Section 29; thence East through Sections 29 and 28, and 27 to the West line of the right-of-way of the Seaboard Air Line Railroad; thence SE'ly along said right-of-way line to the South boundary of Township 36 South, Range 18 East, thence East to the SE corner of Section 35, Township 36 South, Range 19 East; thence North to the East Quarter corner of said Section 35; thence East one-half mile to the center of Section 36; thence North one and one-half miles to the North Quarter corner of Section 25; thence East to the NE corner of said Section 25; thence North one-half mile to the East Quarter corner of Section 24; thence East to the center of

C. C. M. 1
Page 53

(2)

Section 19, Township 36 South, Range 20 East; thence North one mile to the center of Section 18; thence East to the East Quarter corner of said Section 18; thence North to the NE corner of said Section 18; thence West to the NW corner of said Section 18; thence North on the Range line to the NE corner of Section 12, Township 36 South, Range 19 East; thence West to the NW corner of Section 11, Township 36 South, Range 19 East; thence South to the SW corner of said Section 11; thence West to the NW corner of Section 18, Township 36 South, Range 19 East; thence South to the East Quarter corner of Section 13, Township 36 South, Range 18 East; thence West one and one-quarter miles to the NW corner of the NE Quarter of the SW $\frac{1}{4}$ of Section 14; thence North to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 36 South, Range 18 East; thence West to the NW corner of Section 4, the point of beginning,

containing in the aggregate 27,952 acres be and the same is hereby ordered and decreed to be a public corporation of the State of Florida, to be known and called Sarasota-Fruitville Drainage District which said corporation shall continue and exist for a period of 99 years from the date of this order.

DONE AND ORDERED by the Judge of the Circuit Court of the Eighteenth Judicial Circuit of Florida in and for Sarasota County, at Bradentown in Manatee County, Florida, this 2nd day of October, A. D. 1923.

W. T. HARRISON
Judge of the Eighteenth
Judicial Circuit of the
State of Florida.

Entry No.	Page No.
S. R. BLACKWELL, WILLIAM W. STOCKBRIDGE and L. T. THOMPSON, as all of the Trustees of Sarasota-Fruitville Drainage District, a drainage district dissolved pursuant to Chapter 57-1019, Laws of Florida, said persons being all of the last Board of Supervisors of said drainage district,	Book O. R. 315 Page 378 Inst. Quit Claim Deed Dated July 30, 1961 Filed August 14, 1961 Cons. \$10.00 o. v. c.

to

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

Remise, release and quit-claim unto the said party of the second part, and its successors and assigns forever, all right, title, interest, claim and demand which the said party of the first part hath in and to the following:

All assets of Sarasota-Fruitville Drainage District whether real or personal, tangible or intangible, or mixed, including but not limited to:

All right-of-ways described in Chancery Order Book 3, Page 206 et seq. of the Public Records of Sarasota County, Florida now owned by said district.

All right-of-ways and easements of said district gained by prescription.

All other right-of-ways and easements of said district.

All interests in land which said district has by virtue of those certain Chancery causes filed in the Circuit Court in and for Sarasota County, State of Florida and numbered Case No. 2200 and Case No. 2405.

All liens for delinquent or unpaid drainage taxes.

Together with chattels.

Signed and sealed by S. R. Blackwell, Wm. W. Stockbridge and L. T. Thompson, as all the trustees of Sarasota-Fruitville Drainage District, a dissolved drainage district. Two witnesses.

Acknowledged by S. R. Blackwell, William W. Stockbridge and L. T. Thompson, as all the trustees of Sarasota-Fruitville Drainage District, a dissolved drainage district, before Charles E. Early, Notary Public, Sarasota County, Florida, on July 30, 1961; notarial seal affixed. Notary's commission expires July 2, 1962.

SARASOTA-FRUITVILLE DRAINAGE DISTRICT SECTIONS

Township 36 S, Range 18 E 1

- Sec. 23 - 1-10 14-15
- Sec. 24 - 16-36
- Sec. 25 - 37-44
- Sec. 26 - 45-68
- Sec. 27 - 69-78
- Sec. 34 - 88-89
- Sec. 35 - 90-99
- Sec. 36 - 100-115

Township 36 S, Range 19 E 4

- Sec. 36 - 116-122
- Sec. 19 - 123-134
- Sec. 20 - 135-149
- Sec. 21 - 150-160
- Sec. 22 - 161-174
- Sec. 27 - 175-185
- Sec. 28 - 186-204
- Sec. 29 - 205-213
- Sec. 30 - 214-227
- Sec. 31 - 228-244
- Sec. 32 - 245-261
- Sec. 33 - 262-271
- Sec. 34 - 272-285

Township 37 S, Range 19 E 5

- Sec. 3 - 286-288

Township 36 S, Range 19 E 3

- Sec. 14 - 289-290
- Sec. 15 - 291
- Sec. 16 - 292
- Sec. 17 - 293
- Sec. 18 - 294

Township 36 S, Range 18 E 2

- Sec. 2 - 295-301
- Sec. 3 - 302-307
- Sec. 4 - 308-327
- Sec. 5 - 328-329
- Sec. 8 - 330-341
- Sec. 9 - 342-348
- Sec. 10 - 349-360
- Sec. 11 - 361-376
- Sec. 13 - 377-380
- Sec. 14 - 381-390
- Sec. 15 - 391-408
- Sec. 16 - 409-417
- Sec. 17 - 418-433

Sections (Cont'd.)

2.

Sec. 6 - 434-436

Sec. 7 - 437-446

Sec. 18 - 447-451

Sec. 20 - 452-456

Sec. 21 - 457-471

Sec. 22 - 472-486

Sec. 28 - 487-490

Sec. 29 - 491-494

are unknown to Complainant, for such failure, and that the Cause do proceed ex parte henceforth.

DONE, ORDERED AND DECREED in the City of Sarasota, Sarasota County, Florida, this 20th day of May, A. D. 1925.

W. T. HARRISON
Circuit Judge.

I hereby certify that the above and foregoing is a true and correct copy of the Original which was filed for record on the 20th day of May, 1925, at 3 O'clock P. M., and recorded on the 25th day of May, 1925.

CLERK.

RECORD VERIFIED

---9735---

IN CIRCUIT COURT, SARASOTA COUNTY, FLORIDA.

In the Matter of Sarasota -
Fruitville Drainage District.

We, the undersigned Commissioners of Sarasota-Fruitville Drainage District acting under instructions of the Judge of said Court bearing date of November 3rd 1924, and appearing of record in Chancery Order Book number 3 at page 104 of the records of the Circuit Court of Sarasota County, Florida, have made metes and bounds descriptions of the various lands heretofore taken and condemned for rights of way for said drainage district under previous Orders of the Court, and hereby file a complete list of said metes and bounds descriptions, same being attached herewith and made a part hereof.

IN TESTIMONY WHEREOF we have hereunto set our hands this 20th day of November A. D. 1924.

W. M. TUTTLE
Chairman

(CORPORATE SEAL)

ALBERT BLACKBURN

ATTEST:

A. J. BECK
Secretary of Board of Supervisors
and ex officio Secretary of the
Commissioners of Sarasota-Fruit-
ville Drainage District.

T. A. ALBRITTON
Board of Supervisors of Sarasota-
Fruitville Drainage District

THE following descriptions being in Section 23 (36-18)

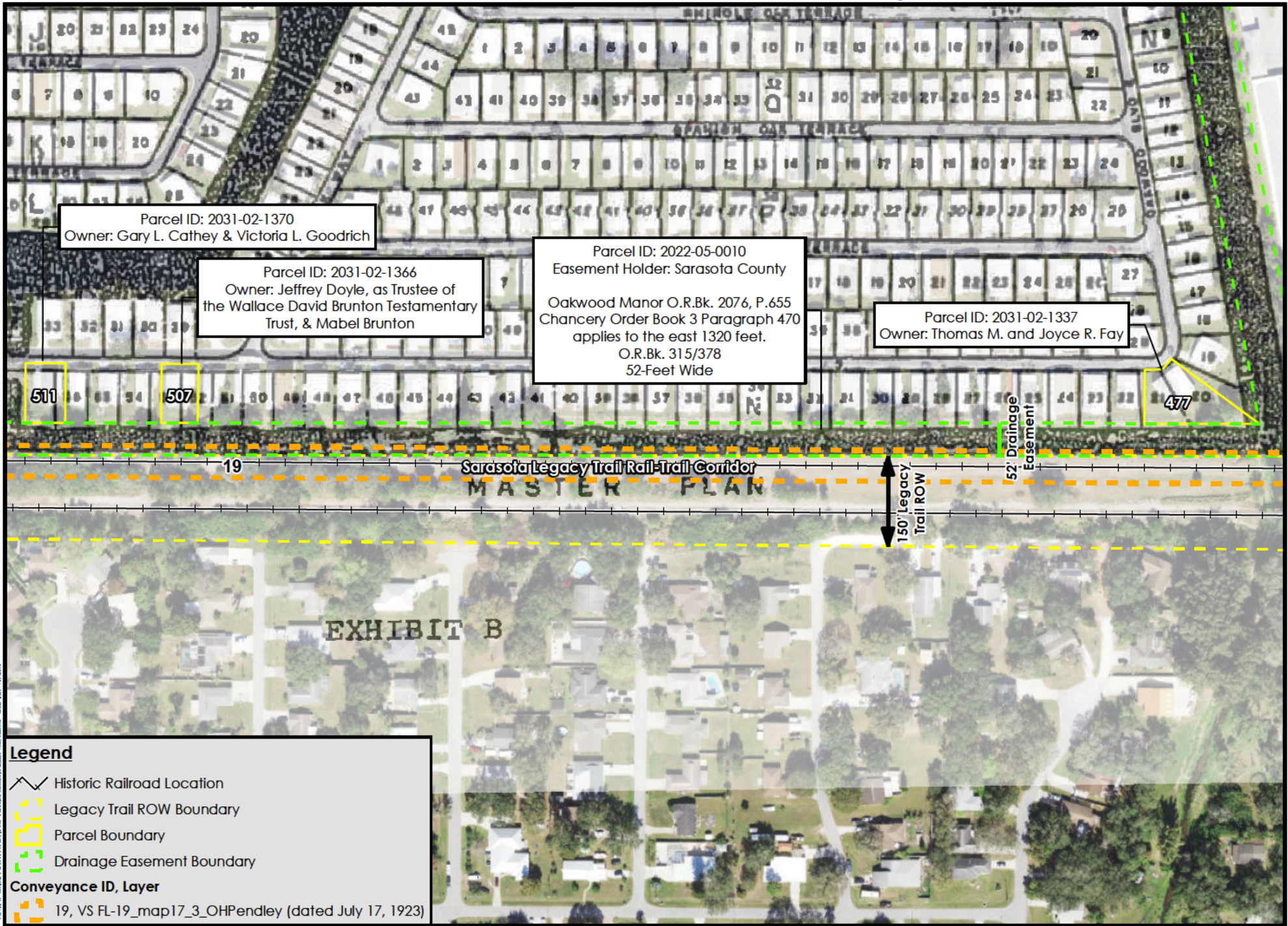
1. 26 feet off the East side of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23
2. 26 feet off the South side of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23.
3. 26 feet off the South side and 26 feet off the East side of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23.
4. 26 feet off the South side of the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 23
5. 26 feet off the North side of the N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 23
6. 26 feet off the North side and 26 feet off the East side of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23.

4023SAWYER004345

EXHIBIT B

- 468 A strip of land 66 feet wide in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, the center line of which is described as follows: Beginning at a point 664 feet East of the NW corner of said tract, thence South 580 feet thence South 49° East 810 feet to a point 220 feet North and 300 feet West of the SW corner of said tract; Also a strip of land 75 feet wide in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, the center line of which is described as follows: Beginning at a point 725 feet North of the SE corner of said tract, thence South 23° West 810 feet to a point 350 feet West of the SE corner of said tract.
- 469 A strip of land 52 feet wide in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, the center line of which is described as follows: Beginning at a point 565 feet South of the NW corner of said tract, thence South 41°30' 140 feet to a point 100 feet East of the SW corner of said tract. Also a strip of land 75 feet wide in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, the center line of which is described as follows: Beginning at a point 350 feet West of the NW corner of said tract, thence South 680 feet to a point 350 feet West of the SE corner of said tract.
- 470 A strip of land 75 feet wide in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, the center line of which is described as follows: Beginning at a point 350 feet West of the NE corner of said tract, thence South 600 feet to a point 350 feet West of the SE corner of said tract. Also a strip 52 feet wide in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, the center line of which is described as follows:
- 471 Beginning at a point 100 feet East of the NW corner of said tract, thence South 41°30' East 200 feet thence South 78° East 835 feet.
- 472 A strip of land 52 feet wide in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 260 feet North of the SE corner of said tract thence South 40° West 300 feet to a point 200 feet West of the SE corner of said tract.
- 472 A strip of land 66 feet wide in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 260 feet West of the NE corner of said tract, thence South 31° West 1545 feet to a point 280 feet East of the SW corner of said tract.
- 473 A strip of land 75 feet wide in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 80 feet West of the NE corner of said tract, thence South 39° West 870 feet to a point 60 feet East of the SW corner of said tract.
- 474 A strip of land 52 feet wide in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 80 feet North of the SW corner of said tract, thence South 47° East 105 feet to a point 84 feet East of the SW corner of said tract.
- 475 A strip of land 75 feet wide in the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 580 feet West of the NE corner of said tract, thence South 39° West 820 feet to a point 200 feet East of the SW corner of said tract. Also a strip of land 52 feet wide in the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 84 feet East of the NW corner of said tract, thence South 47° East 540 feet.
- 476 A strip of land 52 feet wide in the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 700 feet East of the NW corner of said tract, thence South 47° East 850 feet to a point 80 feet North of the SE corner of said tract.
- 477 A strip of land 75 feet wide in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 200 feet East of the NW corner of said tract, thence South 45° West 300 feet to a point 200 feet South of the NW corner of said tract.
- 478 A strip of land 75 feet wide in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 200 feet South of the NE corner of said tract, thence South 45° West 685 feet to a point 495 feet West of the SE corner of said tract.
- 478 A strip of land 75 feet wide in the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 495 feet West of the NE corner of said tract, thence South 45° West to a point 220 feet West of the SW corner of said tract.

EXHIBIT C



Legacy Trail - Sarasota County, Florida
Map ID: 477, 507, 511 - Oakwood Manor Mobil Estates
January 2023

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd. Suite 600
Tampa FL 33602
tel 813.223.9500
fax 813.223.0009

0 100 200 Feet
EXHIBIT C
Prepared by: C.J.B. 01/17/23



Stantec is an equal opportunity employer. It is the policy of Stantec to provide equal employment opportunities to all qualified applicants without regard to race, color, religion, sex, age, national origin, disability, or any other characteristic protected by law. Stantec is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stantec is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stantec is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

EXHIBIT D

UNIT NO. 2

HAGER PARK

SUBDIVISION

SEC. 29, TWP 36S, RGE. 18E

COUNTY OF SARASOTA CITY OF SARASOTA
STATE OF FLORIDA

SCALE: 1" = 100'

N

PLAT BOOK 10 PAGE 68

29424

CERTIFICATE OF DEDICATION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

Homelands Development Corp., a Florida corporation, by its duly elected President, Nicholas J. Apone, and by its duly elected Secy.-Treas., John R. Hager, acting by and with authority of its Board of Directors, does hereby dedicate and set apart all of the streets and all easements as shown or described on this plat to the use of the general public forever.

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by its President and attested by its Secy.-Treas.

HOMELANDS DEVELOPMENT CORP.

Attest:
John R. Hager
Secy.-Treas.

Nicholas J. Apone
PRESIDENT

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

Before me, the undersigned Notary Public, personally appeared Nicholas J. Apone, President and John R. Hager, Secy.-Treas. of Homelands Development Corp., a Florida corporation, to me known to be the individuals described in and who executed the foregoing certificate of dedication, and they each duly acknowledged before me that they executed the same as such officers for and in behalf of said corporation.

WITNESS my hand and official seal at Sarasota County, Florida, this 26th day of FEBRUARY, A.D. 1957.

James Hagan
NOTARY PUBLIC, State of Florida

My commission expires 6-26-61

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

I, W. A. WYNNE, County Clerk of Sarasota County, Florida, hereby certify that this plat has been examined and that it complies with all the requirements of the laws of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book 10, Page 68 of the Public Records of Sarasota County, Florida, this 26th day of FEBRUARY, A.D. 1957.

W. A. WYNNE, Clerk
Sarasota County, Florida
By *Deacon*
Deputy Clerk

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

It is hereby certified that this plat has been officially approved and adopted by the Board of County Commissioners of the County of Sarasota, Florida, this 27th day of FEBRUARY, A.D. 1957.

Approved: *Alton W. Carson*
Chairman Board of County Commissioners
Lowell McCallum
County Attorney

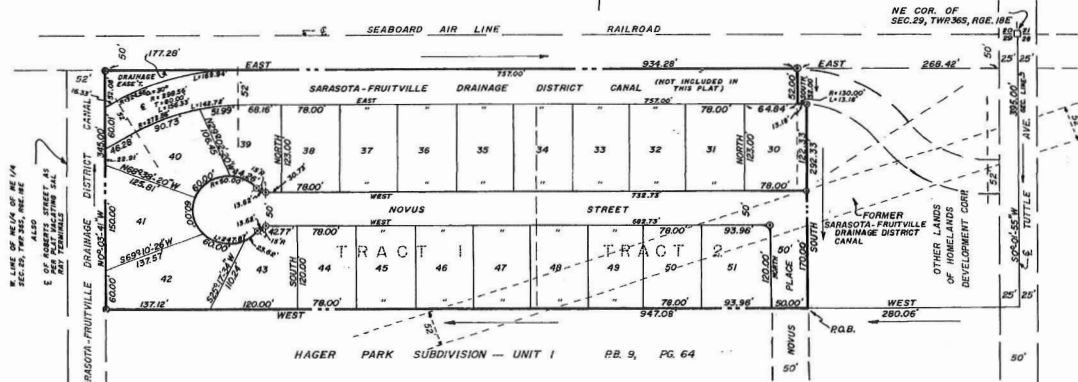
CERTIFICATE OF APPROVAL OF CITY COMMISSION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

It is hereby certified that this plat has been officially approved by the City Commission of City of Sarasota, Florida, this 26th day of FEBRUARY, A.D. 1957.

Frank Hester
City Auditor
Approved: *W. A. Wynne*
City Attorney

SMALLY, WELLFORD, SCOTT & ASSOCIATES
CONSULTING ENGINEERS
133 S. McIntosh Road, Sarasota, Florida



DESCRIPTION

Part of Tract 1, part of Tract 2 of Replat vacating Sail Ray Terraces as recorded in Plat Book 6, Page 12 of the Public Records of Sarasota County, Florida; more particularly described as follows: Begin at the NE corner of SEC. 29, TWP. 36S, RGE. 18E; thence S0°-01'-52" W along the East line of said SEC. 29, TWP. 36S, RGE. 18E, also using the centerline of Tuttle Avenue, a distance of 305.00'; thence WEST a distance of 680.00' for a P.O.B.; thence continue WEST along the North line of Unit 1, Hager Park Subdivision, as recorded in Plat Book 9, Page 64 of the Public Records of Sarasota County, Florida, a distance of 947.00' to the East R/W of a Sarasota-Fruitville Drainage District Canal; thence N10°-03'-41" W along said East R/W of canal a distance of 345.00' to the South R/W of Seaboard Air Line Railroad; thence EAST along said South R/W a distance of 836.89'; thence South a distance of 52.00' to the South R/W of a Sarasota-Fruitville Drainage District Canal; thence S1°-11' along said R/W on the arc of a curve having a radius of 130.00' a distance of 13.18'; thence SOUTH a distance of 292.33' to the P.O.B.

EASEMENT DESCRIPTION

Homelands Development Corporation expressly reserves for the County, the City and the general public easements of 5.00' along the rear and sides of all lots for underground and overhead utilities, surface drainage and for any purpose consistent with good practice for the development of this property. Where more than one lot is intended on a building site, the outside boundaries of said building site shall carry said easements.

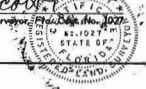
NOTE: All block corner radii = 10.00' and all measurements at block corners are to the point of intersection. All curve dimensions are arc lengths. Curve data are based on centerlines of streets.
© - PERM. REF. MON.

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

I, the undersigned registered land surveyor hereby certify, that this plat is a true representation of the land described and shown to the best of my knowledge and belief, and that permanent reference monuments have been placed as indicated in survey lines of Florida.

B. V. Scott
B. V. SCOTT - Reg. Land Surveyor, Plat Book No. 10, Page 68
Date of Survey: 1/16/1957



OK 242

OFF REC 315 PAGE 378

QUIT CLAIM DEED

119190

THIS INSTRUMENT, Made this 30th day of July, A. D. 1961, BETWEEN S. R. Blackwell, William W. Stockbridge and L. T. Thompson, as all of the trustees of Sarasota-Fruitville Drainage District, a drainage district dissolved pursuant to Chapter 57-1019, Laws of Florida, said persons being all of the last Board of Supervisors of said drainage district, party of the first part, and Sarasota County, Florida, a political subdivision of the State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath remised, released and quit-claimed and by these presents doth remise, release and quit-claim unto the said party of the second part, and its successors and assigns forever, all right, title, interest, claim and demand which the said party of the first part hath in and to the following:

All assets of Sarasota-Fruitville Drainage District whether real or personal, tangible or intangible, or mixed, including but not limited to:

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All liens for delinquent or unpaid drainage taxes.

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1 Link-Belt Speeder Model LS-68 Drag Line, Serial No. 6AR798 and Hendricks 3/4 yard TS Dragline Bucket, Serial No. 23071.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

SARASOTA COUNTY



REC 315 PAGE 319

...the said parties of the first part have hereunto set their hands and seals the day and year first above written.

S.R. Blackwell (SEAL)

W.W. Stockbridge (SEAL)

L.T. Thompson (SEAL)

as all the trustees of Sarasota-Fruitville Drainage District, a dissolved drainage district.

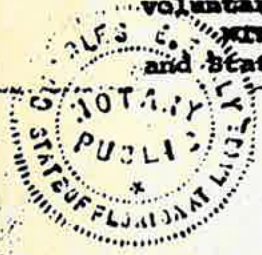
Signed, Sealed and Delivered in Our Presence:

Charles E. Early
 Evelyn W. Hardy

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY, That on this 30th day of July, A. D. 1961, before me personally appeared S. R. Blackwell, William W. Stockbridge and L. T. Thompson, as all the trustees of Sarasota-Fruitville Drainage District, a dissolved drainage district, to me known to be the persons described in and who executed the foregoing conveyance and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Sarasota, County of Sarasota, and State of Florida, this 30th day of July, A. D. 1961.



Charles E. Early
Notary Public in and for the State of Florida at large.

My commission expires: _____
Notary Public, State of Florida at large
My commission expires July 2, 1962
Bonded by Mass. Bonding & Insurance Co.

119190
FILED AND RECORDED
AUG 14 11 58 AM '61
W.A. WYANE, CLERK
SARASOTA CO., FLA.

Entry No.	Book	Page	Inst.	Dated	Filed	Page No.
IN THE MATTER OF PETITION FOR FORMATION OF SARASOTA FRUITVILLE DRAINAGE DISTRICT	C.C.M. 1	53-54	Order	October 2, 1923	October 3, 1923	

Application having been made to the Court for an order establishing a Drainage District in Sarasota County, Florida, to be known as Sarasota-Fruitville Drainage District hereinafter more particularly defined and it appearing to the Court that a petition for the establishing of said Sarasota-Fruitville Drainage District was duly filed in this Court on the 9th day of August, A. D. 1923, and that thereafter a notice was duly published once a week for four consecutive weeks in Sarasota Times, a weekly newspaper of general circulation published in Sarasota County, Florida, in which said County all of the lands to be affected by said Drainage District are located, which said notice was published in the form prescribed in Section 1099 of the Revised General Statutes of Florida of 1920 as appears by affidavit of Edward Cowles, Editor of said Sarasota Times, now on file in said cause, and it further appearing to the Court that there has been no objections filed against the organizing and incorporating of said Drainage District, and the Court being of the opinion that the establishing of said Drainage District as prayed for in said Petition and the improvement to be made thereunder will be for the advancement of the owners of the real property embraced in said Drainage District, and the Court being further of the opinion that the prayer of the petitioners ought to be granted, and finding that the said petition has been signed by the owners of a majority of acreage of the lands within said District, and that the said lands are wet and subject to overflow;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said Drainage District proposed in the said Petition, composed of lands lying wholly within Sarasota County, Florida, and described as follows, to-wit being all the lands embraced within the following boundaries:

Beginning at the NW corner of Section 4, Township 35 South, Range 18 East, of Tallahassee meridian; thence South to the SW corner of said Section; thence East to the South Quarter corner of said Section 4; thence South through the center of Section 9 to the South Quarter corner of said Section 9; thence South through the center of Section 16 to the South Quarter corner of said Section 16; thence West one mile to the North Quarter corner of Section 20; thence South to the center of said Section 20; thence East to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 20; thence South to the SW corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 20; thence West to the South Quarter corner of said Section 20; thence South one-half mile to the center of Section 29; thence East through Sections 29 and 28, and 27 to the West line of the right-of-way of the Seaboard Air Line Railroad; thence SE'ly along said right-of-way line to the South boundary of Township 36 South, Range 18 East, thence East to the SE corner of Section 35, Township 36 South, Range 19 East; thence North to the East Quarter corner of said Section 35; thence East one-half mile to the center of Section 36; thence North one and one-half miles to the North Quarter corner of Section 25; thence East to the NE corner of said Section 25; thence North one-half mile to the East Quarter corner of Section 24; thence East to the center of

C. C. M. 1
Page 53

(2)

Section 19, Township 36 South, Range 20 East; thence North one mile to the center of Section 18; thence East to the East Quarter corner of said Section 18; thence North to the NE corner of said Section 18; thence West to the NW corner of said Section 18; thence North on the Range line to the NE corner of Section 12, Township 36 South, Range 19 East; thence West to the NW corner of Section 11, Township 36 South, Range 19 East; thence South to the SW corner of said Section 11; thence West to the NW corner of Section 18, Township 36 South, Range 19 East; thence South to the East Quarter corner of Section 13, Township 36 South, Range 18 East; thence West one and one-quarter miles to the NW corner of the NE Quarter of the SW $\frac{1}{4}$ of Section 14; thence North to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 36 South, Range 18 East; thence West to the NW corner of Section 4, the point of beginning,

containing in the aggregate 27,952 acres be and the same is hereby ordered and decreed to be a public corporation of the State of Florida, to be known and called Sarasota-Fruitville Drainage District which said corporation shall continue and exist for a period of 99 years from the date of this order.

DONE AND ORDERED by the Judge of the Circuit Court of the Eighteenth Judicial Circuit of Florida in and for Sarasota County, at Bradentown in Manatee County, Florida, this 2nd day of October, A. D. 1923.

W. T. HARRISON
Judge of the Eighteenth
Judicial Circuit of the
State of Florida.

Entry No.	Page No.
S. R. BLACKWELL, WILLIAM W. STOCKBRIDGE and L. T. THOMPSON, as all of the Trustees of Sarasota-Fruitville Drainage District, a drainage district dissolved pursuant to Chapter 57-1019, Laws of Florida, said persons being all of the last Board of Supervisors of said drainage district,	Book O. R. 315 Page 378 Inst. Quit Claim Deed Dated July 30, 1961 Filed August 14, 1961 Cons. \$10.00 o. v. c.

to

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

Remise, release and quit-claim unto the said party of the second part, and its successors and assigns forever, all right, title, interest, claim and demand which the said party of the first part hath in and to the following:

All assets of Sarasota-Fruitville Drainage District whether real or personal, tangible or intangible, or mixed, including but not limited to:

All right-of-ways described in Chancery Order Book 3, Page 206 et seq. of the Public Records of Sarasota County, Florida now owned by said district.

All right-of-ways and easements of said district gained by prescription.

All other right-of-ways and easements of said district.

All interests in land which said district has by virtue of those certain Chancery causes filed in the Circuit Court in and for Sarasota County, State of Florida and numbered Case No. 2200 and Case No. 2405.

All liens for delinquent or unpaid drainage taxes.

Together with chattels.

Signed and sealed by S. R. Blackwell, Wm. W. Stockbridge and L. T. Thompson, as all the trustees of Sarasota-Fruitville Drainage District, a dissolved drainage district. Two witnesses.

Acknowledged by S. R. Blackwell, William W. Stockbridge and L. T. Thompson, as all the trustees of Sarasota-Fruitville Drainage District, a dissolved drainage district, before Charles E. Early, Notary Public, Sarasota County, Florida, on July 30, 1961; notarial seal affixed. Notary's commission expires July 2, 1962.

SARASOTA-FRUITVILLE DRAINAGE DISTRICT SECTIONS

Township 36 S, Range 18 E 1

- Sec. 23 - 1-10 14-15
- Sec. 24 - 16-36
- Sec. 25 - 37-44
- Sec. 26 - 45-68
- Sec. 27 - 69-78
- Sec. 34 - 88-89
- Sec. 35 - 90-99
- Sec. 36 - 100-115

Township 36 S, Range 19 E 4

- Sec. 36 - 116-122
- Sec. 19 - 123-134
- Sec. 20 - 135-149
- Sec. 21 - 150-160
- Sec. 22 - 161-174
- Sec. 27 - 175-185
- Sec. 28 - 186-204
- Sec. 29 - 205-213
- Sec. 30 - 214-227
- Sec. 31 - 228-244
- Sec. 32 - 245-261
- Sec. 33 - 262-271
- Sec. 34 - 272-285

Township 37 S, Range 19 E 5

- Sec. 3 - 286-288

Township 36 S, Range 19 E 3

- Sec. 14 - 289-290
- Sec. 15 - 291
- Sec. 16 - 292
- Sec. 17 - 293
- Sec. 18 - 294

Township 36 S, Range 18 E 2

- Sec. 2 - 295-301
- Sec. 3 - 302-307
- Sec. 4 - 308-327
- Sec. 5 - 328-329
- Sec. 8 - 330-341
- Sec. 9 - 342-348
- Sec. 10 - 349-360
- Sec. 11 - 361-376
- Sec. 13 - 377-380
- Sec. 14 - 381-390
- Sec. 15 - 391-408
- Sec. 16 - 409-417
- Sec. 17 - 418-433

over

Sections (Cont'd.)

2.

Sec. 6 - 434-436

Sec. 7 - 437-446

Sec. 18 - 447-451

Sec. 20 - 452-456

Sec. 21 - 457-471

Sec. 22 - 472-486

Sec. 28 - 487-490

Sec. 29 - 491-494

are unknown to Complainant, for such failure, and that the Cause do proceed ex parte henceforth.

DONE, ORDERED AND DECREED in the City of Sarasota, Sarasota County, Florida, this 20th day of May, A. D. 1925.

W. T. HARRISON
Circuit Judge.

I hereby certify that the above and foregoing is a true and correct copy of the Original which was filed for record on the 20th day of May, 1925, at 3 O'clock P. M., and recorded on the 25th day of May, 1925.

CLERK.

RECORD VERIFIED

---9735---

IN CIRCUIT COURT, SARASOTA COUNTY, FLORIDA.

In the Matter of Sarasota -
Fruitville Drainage District.

We, the undersigned Commissioners of Sarasota-Fruitville Drainage District acting under instructions of the Judge of said Court bearing date of November 3rd 1924, and appearing of record in Chancery Order Book number 3 at page 104 of the records of the Circuit Court of Sarasota County, Florida, have made metes and bounds descriptions of the various lands heretofore taken and condemned for rights of way for said drainage district under previous Orders of the Court, and hereby file a complete list of said metes and bounds descriptions, same being attached herewith and made a part hereof.

IN TESTIMONY WHEREOF we have hereunto set our hands this 20th day of November A. D. 1924.

W. M. TUTTLE
Chairman

ALBERT BLACKBURN

T. A. ALBRITTON

Board of Supervisors of Sarasota-
Fruitville Drainage District

(CORPORATE SEAL)

ATTEST:

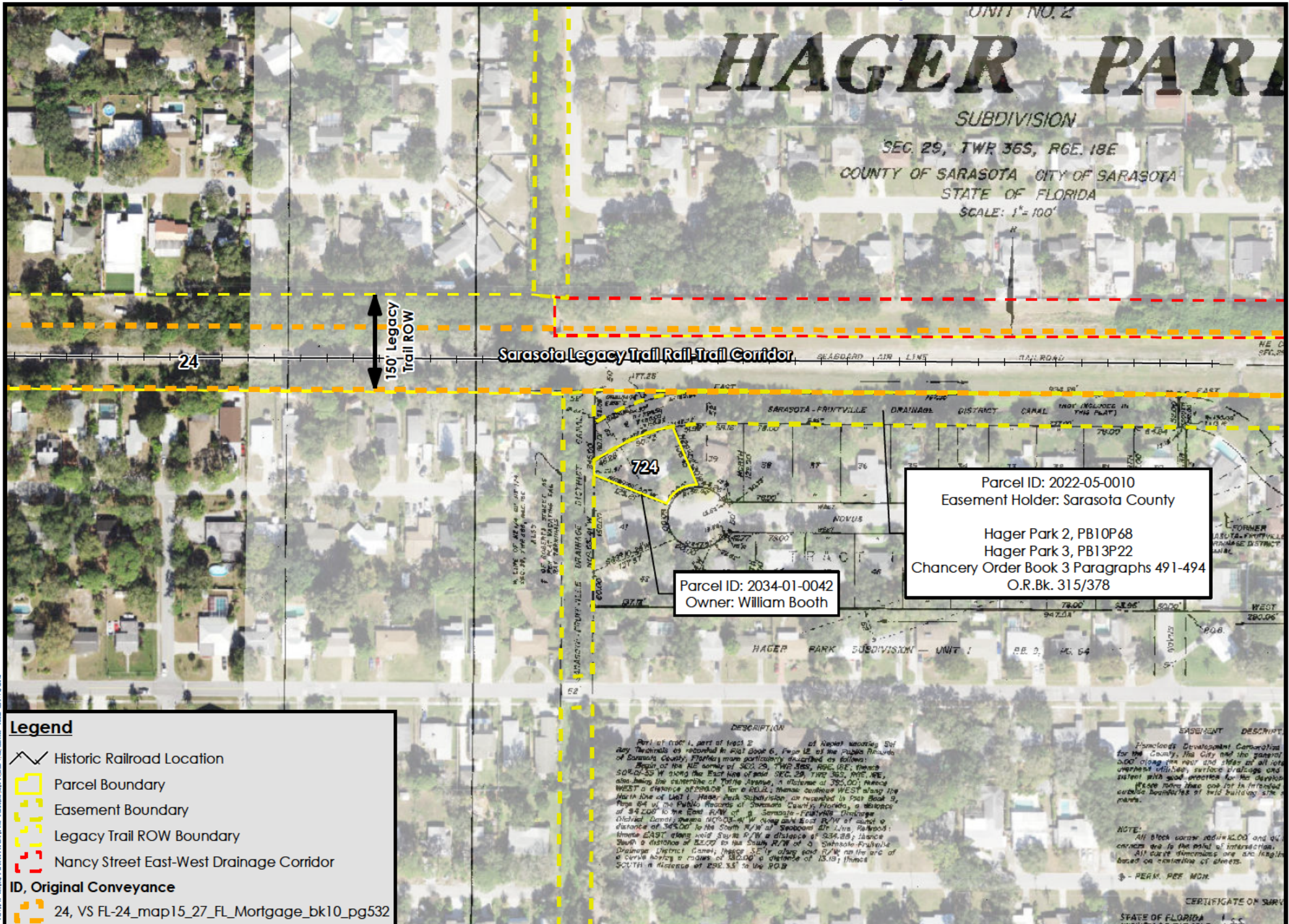
A. J. BECK
Secretary of Board of Supervisors
and ex officio Secretary of the
Commissioners of Sarasota-Fruit-
ville Drainage District.

THE following descriptions being in Section 23 (36-18)

1. 26 feet off the East side of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23
2. 26 feet off the South side of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23.
3. 26 feet off the South side and 26 feet off the East side of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23.
4. 26 feet off the South side of the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 23
5. 26 feet off the North side of the N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 23
6. 26 feet off the North side and 26 feet off the East side of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23.

- 479 A strip of land 66 feet wide in the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 500 feet South of the NE corner of said tract, thence South 31° West 960 feet to a point 490 feet West of the SE corner of said tract.
- 480 A strip of land 66 feet wide in the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 280 feet East of the NW corner of said tract thence South 31° West 590 feet to a point 500 feet South of the NW corner of said tract.
- 481 A strip of land 52 feet wide in the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 22 the center line of which is described as follows: Beginning at a point 200 feet West of the NE corner of said tract, thence South 40° West 520 feet to a point 50 feet East of the SW corner of the said tract.
- 482 A strip of land 52 feet wide in the $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 815 feet West of the NE corner of said tract, thence South 40° West 820 feet to a point 240 feet East of the SW corner of said tract.
- 483 A strip of land 75 feet wide in the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 725 feet North of the SW corner of said tract, thence North 25° East 625 feet to a point 220 feet East of the NW corner of said tract; Also a strip of land 66 feet wide in the NW corner of the SW corner of Section 22, the center line of which is described as follows: Beginning at a point 380 feet South of the NE corner of said tract, thence South 81° West 1100 feet, thence by a 10° curve to the left 320 feet to a point 820 feet North of the SW corner of said tract.
- 484 A strip of land 66 feet wide in the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 390 feet South of the NW corner of said tract, thence North 81° East 550 feet thence by a 10° curve to the left 410 feet to a point 480 feet West of the NE corner of said tract. Also a strip of land in the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 120 feet South of the NE corner of said tract, thence West 510 feet.
- 485 A strip of land 52 feet wide in the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 120 feet South of the NW corner of said tract, thence East 1320 feet to a point 120 feet South of the NE corner of said tract.
- 486 A strip of land 52 feet wide in the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 22, the center line of which is described as follows: Beginning at a point 120 feet South of the NW corner of said tract, thence East 250 feet.
- 487 A strip of land 75 feet wide in the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 28, the center line of which is described as follows: Beginning at a point 350 feet West of the NE corner of said tract, thence South 21° West 500 feet thence South 15° West 675 feet.
- 488 A strip of land 100 feet wide in the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 28 the center line of which is described as follows: Beginning at a point 50 feet South of the NE corner of said tract, thence West 700 feet, thence by a 5° curve 700 feet to a point 375 feet South of the NW corner of said tract.
- 489 A strip of land 100 feet wide in the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 28, the center line of which is described as follows: Beginning at a point 375 feet South of the NE corner of said tract, thence South $54^\circ 49'$ West 900 feet thence by a 10° curve to the left 530 feet to a point 260 feet East of the SW corner of said tract.
- 490 A strip of land 52 feet wide in the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 28, the center line of which is described as follows: Beginning at a line 160 feet East of the NW corner of said tract, thence South 11° West 130 feet thence South 74° West 150 feet to a point 180 feet South of the NW corner of said tract.
- 491 A strip of land 52 feet wide in the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 29, the center line of which is described as follows: Beginning at a point 160 feet South of the NE corner of said tract, thence South 74° West 1400 feet to a point 600 feet South of said tract. Also a strip of land 52 feet wide off the West side of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 29.

EXHIBIT E



Legacy Trail - Sarasota County, Florida

Map ID: 724 - Hager Park Properties

January 2023

Stantec Consulting Services Inc.
 777 S. Harbour Island Blvd, Suite 600
 Tampa FL 33602
 tel 813.223.9500
 fax 813.223.0009

EXHIBIT E

Scale: 0 100 200 Feet

Prepared by: C.A. 01/23



Stantec is an equal opportunity employer. It is the policy of Stantec to provide equal employment opportunities to all qualified applicants without regard to race, color, sex, age, religion, national origin, disability, sexual orientation, gender identity or expression, or any other protected characteristics. Stantec is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stantec is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stantec is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

EXHIBIT F

THE OAKS AT WOODLAND PARK PHASE I

A SINGLE FAMILY SUBDIVISION
IN SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST,
SARASOTA COUNTY, FLORIDA

96078343

PLAT BOOK 38 PAGE 11
SHEET 1 OF 5 SHEETS

CERTIFICATE OF CONSENT TO PLAT AND DEDICATION
BY MORTGAGE HOLDER, CONSENT TO DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA }

BARNETT BANK OF SOUTHWEST FLORIDA, a National Banking Corporation, holder of mortgage dated February 13 1995 and recorded in Official Records Book 2711 at page 378, Public Records of Sarasota County, Florida, does hereby ratify, approve, confirm and consent to this Plat and the dedication certificate thereon.

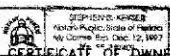
IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by its Vice President and attested by its Vice President, this 19th day of June, A.D. 1998.

ATTEST: Joseph M. Manning, Vice President; Barry Dennis, Vice President

STATE OF FLORIDA }
COUNTY OF SARASOTA }

Before me, the undersigned Notary Public, personally appeared Gary Ross, Vice President and Barry Dennis, Vice President of BARNETT BANK OF SOUTHWEST FLORIDA, a National Banking Corporation to me known to be the individuals described in and who executed the foregoing consent to Dedication, and they each duly acknowledged before me that they executed the same, as such officers, for and in behalf of said Corporation.

WITNESS my hand and official seal of Sarasota County, Florida, this 19th day of June, A.D. 1998.



NOTARY PUBLIC State of Florida at Largo, My Commission Expires:

CERTIFICATE OF OWNERSHIP AND PRIVATE DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA }

WOODLANDS PARK DEVELOPMENT, LTD., a Florida limited partnership, certifies ownership of The Oaks at Woodland Park Phase I shown and described hereon, and does hereby dedicate and set apart all of the streets, front, rear, and side lot line utility and drainage easements, parks and other open spaces, Tract A, Tract B, canals and drainage and other easements shown and described on this plat, including an Easement of Access, Utilities and Drainage over that part of Autumncrest Drive and Shorecrest Drive described herein as Parcel 1, for road uses and purposes to the property owners of The Oaks at Woodlands Park Phase I their successors, assigns, respective guest, licensees, invitees, utilities serving the Subdivision, emergency and law enforcement personnel serving the Subdivision, and other persons providing essential services to the Subdivision forever. Subject, however, to any rights dedicated to the County of Sarasota by this Plat.

IN WITNESS WHEREOF, the undersigned limited Partnership has caused these presents to be executed, this 17th day of June, A.D. 1998.

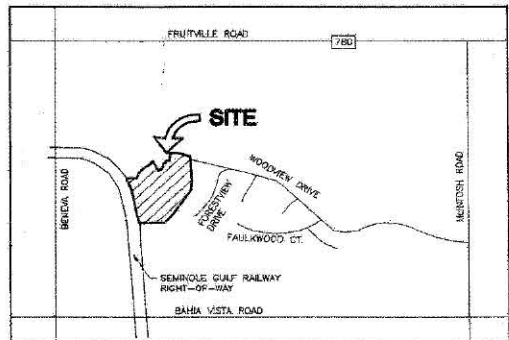
WOODLANDS PARK DEVELOPMENT, LTD., a Florida Limited Partnership
BY: WOODLANDS OF SARASOTA, INC. a Florida Corporation
Signed For:
BY: Richard Gouich, President
Name: RICHARD GOUCH
As: President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on June 17, 1998, by RICHARD GOUCH, as President of WOODLANDS OF SARASOTA, INC., a Florida Corporation, on behalf of that corporation, General Partner of WOODLANDS PARK DEVELOPMENT, LTD., a Florida Limited Partnership who is personally known to me.



Juri A. Hendricks
NOTARY PUBLIC
(name: JURI A. HENDRICKS)
Serial Number if any: C6504647
My Commission Expires: October 21, 1999



LOCATION SKETCH

NOTICE:

- 1) THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS PLAT ARE BEING SIMULTANEOUSLY RECORDED IN OFFICIAL RECORDS BOOK 2810, PAGES 300 THROUGH 352 INCLUSIVE, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
2) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT REFLECTED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
3) EXCEPT AS MAY BE PERMITTED PURSUANT TO NOTE 4 THERE SHALL BE NO EXCAVATING, FILLING OR REMOVAL OF VEGETATION (TREES AND UNDERSTORY PLANTS) WITHIN THE DESIGNATED PRESERVE AREAS.
4) WOODLANDS PARK DEVELOPMENT, LTD., ITS SUCCESSORS OR ASSIGNS SHALL BE ALLOWED TO IMPACT NO MORE THAN 25 PERCENT OF THE ON-SITE MESSIC HAMMOCK. THE REMAINING UNDISTURBED MESSIC HAMMOCK SHALL BE DESIGNATED AS A PRESERVE.
5) WOODLANDS PARK DEVELOPMENT, LTD., ITS SUCCESSORS OR ASSIGNS, RESERVES THE RIGHT TO DOWNEY NOT MORE THAN ONE LOT IN THE HOMEOWNERS ASSOCIATION DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REFERENCED IN NOTE # 1 ABOVE FOR DESIGNATION AND USE AS COMMON AREA.
6) CERTAIN REDDED EASEMENTS ARE REFERRED TO IN THIS PLAT. THESE EASEMENTS MAY BE MODIFIED OR AMENDED IN ACCORDANCE WITH THE TERMS OF THESE RECORDED INSTRUMENTS.

RESERVATION OF EASEMENTS

LOT LINE EASEMENTS, UNLESS OTHERWISE INDICATED, EASEMENTS OF EIGHT (8) FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, CABLE TELEVISION AND DRAINAGE WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS. OTHER SPECIFIC EASEMENTS ARE CREATED AND PROVIDED FOR UTILITIES, CABLE TELEVISION AND DRAINAGE (ALL FOR THE PURPOSE DESCRIBED ABOVE) AND EASEMENTS FOR MAINTENANCE, SIDEWALKS, ACCESS, UTILITIES AND DRAINAGE AS SHOWN ON THIS PLAT, INCLUDING AN EASEMENT AND ACCESS, UTILITY AND DRAINAGE OVER THAT PART OF AUTUMNCREST DRIVE AND SHORECREST DRIVE DESCRIBED HEREIN AS PARCEL 1.

GRANT AND RESERVATION OF EASEMENTS FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES

WOODLANDS PARK DEVELOPMENT, LTD. DOES HEREBY GRANT TO EACH PROPERTY OWNER IN THIS SUBDIVISION AND TO UTILITY COMPANIES SERVING THIS SUBDIVISION, THE NONEXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE PRIVATE ROADS REFLECTED ON THIS SUBDIVISION PLAT OF THE OAKS AT WOODLAND PARK PHASE I, RESERVING, HOWEVER, UNTO WOODLANDS PARK DEVELOPMENT, LTD., ITS SUCCESSORS OR ASSIGNS FOR THE BENEFIT OF OTHER LANDS OWNED OR PURCHASED BY WOODLANDS PARK DEVELOPMENT, LTD. IN SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, THE RIGHT OF INGRESS, EGRESS, DRAINAGE AND UTILITIES OVER AND ACROSS THE PRIVATE ROADS AND THE DRAINAGE AND UTILITY EASEMENTS SHOWN ON THIS PLAT. WOODLANDS PARK DEVELOPMENT, LTD., ITS SUCCESSORS OR ASSIGNS SHALL HAVE THE RIGHT TO GRANT SIMILAR RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS SAID PRIVATE ROADS TO THE PUBLIC AND TO FUTURE PROPERTY OWNERS IN OTHER LANDS OWNED OR PURCHASED BY WOODLANDS PARK DEVELOPMENT, LTD. IN SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA. THESE RIGHTS SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO EACH PARCEL OF LAND IN THIS SUBDIVISION AS THE SAME MAY BE CONVEYED FROM TIME TO TIME OVER LANDS DESCRIBED ABOVE WITHOUT NECESSITY OF REFERRING TO THIS GRANT. IN NO WAY SHALL THIS GRANT BE CONSTRUED TO INTERFERE WITH THE BENEFIT OF PUBLIC ROADS OF SARASOTA, IF BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE COUNTY, NDR SHALL ANY REQUEST BE ENTERED BY SARASOTA COUNTY TO MAINTAIN OR IMPROVE SAID PRIVATE ROADS.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA }
COUNTY OF SARASOTA }

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 2nd DAY OF July, A.D. 1998.

APPROVED: [Signatures] COUNTY ENGINEER, COUNTY ATTORNEY

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA }
COUNTY OF SARASOTA }

KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 38 PAGE 11-11B PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 2nd DAY OF July, A.D. 1998.

KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA
BY: Elaine M. Hamed, DEPUTY CLERK

CERTIFICATE OF SURVEYOR

I KNOW ALL THE FACTS AND PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE OBLIGATION AND SUPERVISION, THAT THE SURVEY DATA COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, AND THAT THE PERMANENT REFERENCE MONUMENTS (PROMS) WERE INSTALLED ON 6/24/98. THE PERMANENT CONTROL POINTS (PCP'S) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

DATE: 6/21/98
[Signature]
STATE OF FLORIDA - REGISTERED LAND SURVEYOR NO. 4216



THE OAKS AT WOODLAND PARK PHASE I

A SINGLE FAMILY SUBDIVISION IN SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA

PLAT BOOK 38 PAGE 11B SHEET 3 OF 5 SHEETS

LINE TABLE FOR PRESERVE EASEMENTS #1 -- #5

Table with columns: Line, Bearing, Distance, Line, Bearing, Distance, Line, Bearing, Distance. Lists easement details for various lines.

PRESERVE AREA #1

A PARCEL OF LAND IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF WOODLAND PARK, UNIT 3 RECORDED IN PLAT BOOK 31, PAGE 2-2A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA... COMMENCE AT THE WESTERMOST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I...

PRESERVE AREA #2

A PARCEL OF LAND IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I... COMMENCE AT THE WESTERMOST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I...

PRESERVE AREA #4

A PARCEL OF LAND IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I... COMMENCE AT THE WESTERMOST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I...

PRESERVE AREA #5

A PARCEL OF LAND IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I... COMMENCE AT THE SOUTHWEST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I...

PRESERVE AREA #6

A PARCEL OF LAND IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I... COMMENCE AT THE SOUTHWEST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I...

PRESERVE AREA #2

A PARCEL OF LAND IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF WOODLAND PARK, UNIT 3 RECORDED IN PLAT BOOK 31, PAGE 2-2A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA... COMMENCE AT THE NORTHWEST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I...

PARCEL 1

A PARCEL OF LAND IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I... COMMENCE AT THE WESTERMOST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I...

CURVE TABLE

Table with columns: NO., POINTS, BEG., END, TANGENT, CHORD, CHORD BEARING. Lists curve data for various points.

DESCRIPTION OF TRACT B, THE OAKS AT WOODLAND PARK, PHASE I

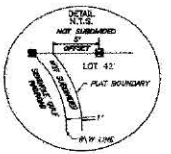
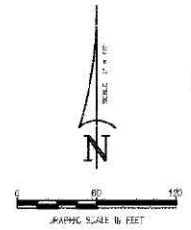
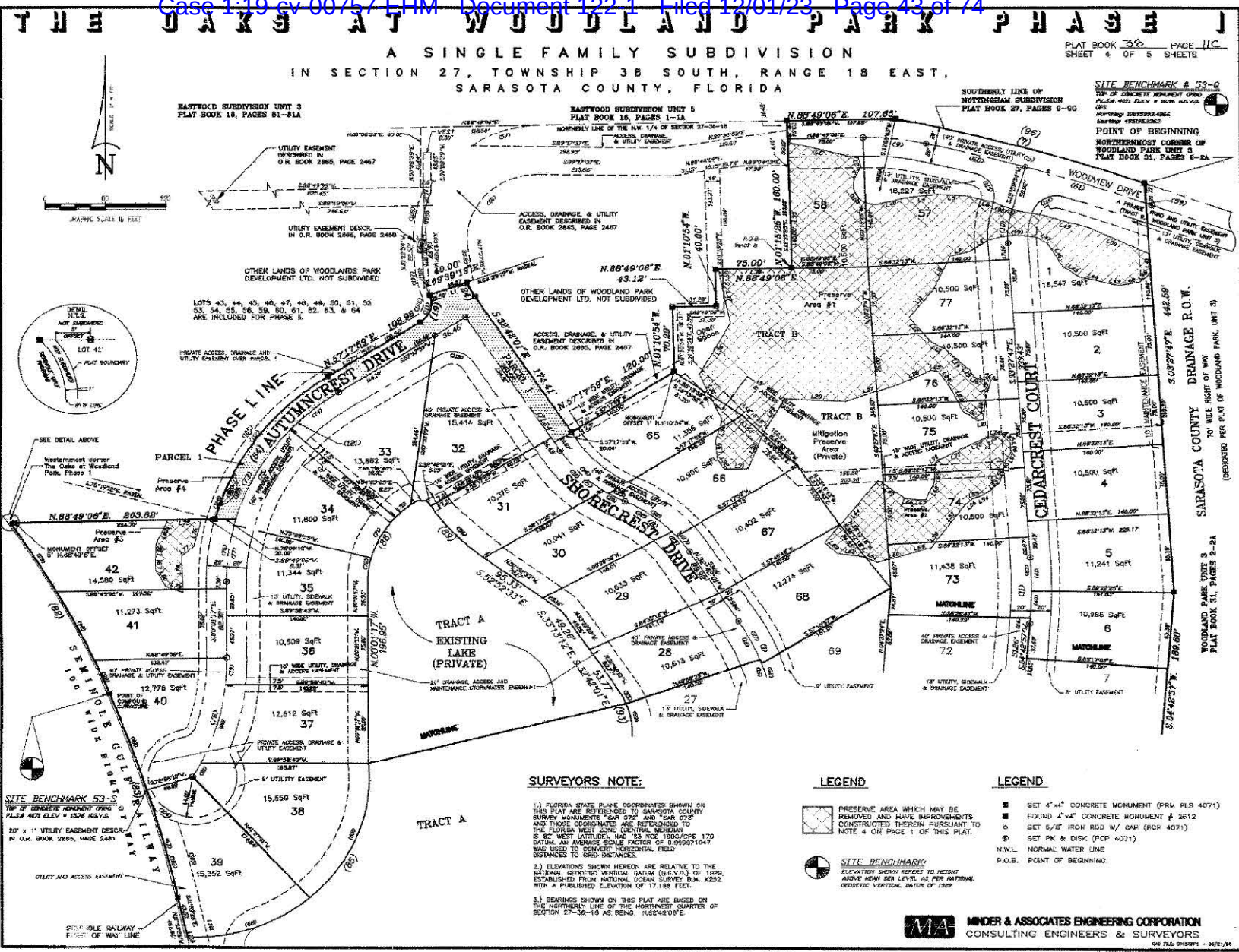
A PARCEL OF LAND IN THE NORTH ONE HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF WOODLAND PARK, UNIT 3, RECORDED IN PLAT BOOK 31, PAGE 2-2A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA... COMMENCE AT THE WESTERMOST CORNER OF THE OAKS AT WOODLAND PARK, PHASE I...

PARCEL CONTAINS 38,946.55 SQUARE FEET OR 0.8938 ACRES, MORE OR LESS.



EXHIBIT F



SITE BENCHMARK 53-0
TOP OF CONCRETE MONUMENT ON
PLS 402 ELEV. = 137.0 N.A.S.
20' x 1" UTILITY EASEMENT DESCR.
IN O.R. BOOK 2865, PAGE 2481

SURVEYORS NOTE:

- 1.) FLORIDA STATE PLANE COORDINATES SHOWN ON THIS PLAT ARE REFERENCED TO SARASOTA COUNTY SURVEY MONUMENTS "SAR 072" AND "SAR 073" AND THOSE COORDINATES ARE REFERENCED TO THE FLORIDA WEST ZONE, CENTRAL MERIDIAN 85 52' WEST LONGITUDE, HAD 73 NOS 1900/05-170 DATUM, AN AVERAGE SCALE FACTOR OF 0.999971047 WAS USED TO CONVERT HORIZONTAL FIELD DISTANCES TO GRID DISTANCES.
- 2.) ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1989, ESTABLISHED FROM NATIONAL OCEAN SURVEY B.M. K252 WITH A PUBLISHED ELEVATION OF 17.189 FEET.
- 3.) BENCHMARKS SHOWN ON THIS PLAT ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 27-36-18 AS BEING N.85°49'06"E.

LEGEND

- ▨ PRESERVE AREA WHICH MAY BE REMOVED AND HAVE IMPROVEMENTS CONSTRUCTED THEREON PURSUANT TO NOTE 4 ON PAGE 1 OF THIS PLAT.
- ⊕ **SITE BENCHMARK**
ELEVATION SHOWN RELATIVE TO HEIGHT ABOVE MEAN SEA LEVEL AS PER NATIONAL GEODETIC VERTICAL DATUM OF 1989

LEGEND

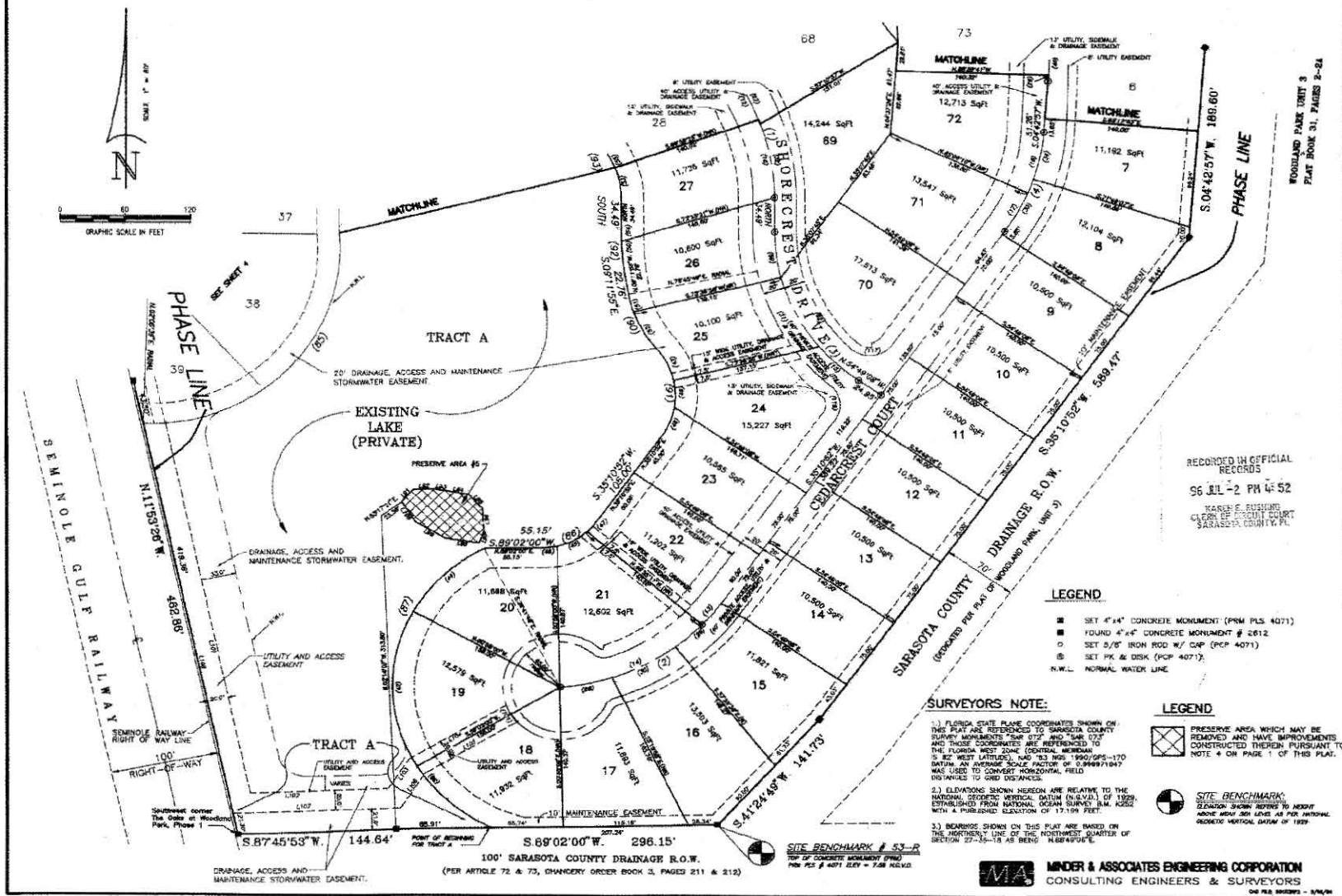
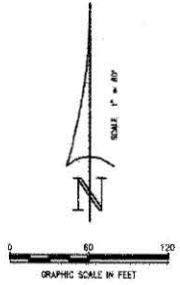
- SET 4"x4" CONCRETE MONUMENT (PRM PLS 4071)
- FOUND 4"x4" CONCRETE MONUMENT # 2612
- SET 5/8" IRON ROD W/ CAP (RCH 4071)
- ⊕ SET PK & DISK (TOP 4071)
- N.W.L. NORMAL WATER LINE
- P.O.B. POINT OF BEGINNING

M&A MINDER & ASSOCIATES ENGINEERING CORPORATION
CONSULTING ENGINEERS & SURVEYORS
ON FILE 001991 - 0612/19

THE DAKS AT WOODLAND PARK PHASE I

A SINGLE FAMILY SUBDIVISION
IN SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST,
SARASOTA COUNTY, FLORIDA

PLAT BOOK 38 PAGE 11 D
SHEET 5 OF 5 SHEETS



RECORDED IN OFFICIAL RECORDS
96 JUL -2 PH 4: 52
BARBIE BUSHING
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL

- LEGEND**
- SET 4"x4" CONCRETE MONUMENT (PCM PLS 4071)
 - FOUND 4"x4" CONCRETE MONUMENT # 2612
 - SET 5/8" IRON ROD W/ CAP (PCP 4071)
 - ⊗ SET PK & DISK (PCP 4071)
 - N.W.L. NORMAL WATER LINE

- SURVEYORS NOTE:**
- 1.) FLORIDA STATE PLANE COORDINATES SHOWN ON THIS PLAT ARE REFERENCED TO SARASOTA COUNTY SURVEY MONUMENTS "84R 072" AND "84R 073" AND THESE COORDINATES ARE REFERENCED TO THE FLORIDA WEST ZONE (CENTRAL MERIDIAN 82° 00' WEST LONGITUDE) AND "83" NAD 83 1983/2011-170 DATUM AN AVERAGE SCALE FACTOR OF 0.999971947 WAS USED TO CONVERT HORIZONTAL FIELD MEASUREMENTS TO GRID DISTANCES.
 - 2.) ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODESIC VERTICAL DATUM (NAD 83) OF 1983 ESTABLISHED FROM NATIONAL OCEAN SURVEY B.M. 42522 WITH A PUBLISHED ELEVATION OF 171.19 FEET.
 - 3.) BOUNDARY SHOWN ON THIS PLAT ARE BASED ON THE HORIZONTAL LINE OF THE NORTHWEST QUARTER OF SECTION 27-36-18 AS BEING "N84°00'00\"/>

- LEGEND**
- ⊗ PRESERVE AREA WHICH MAY BE REMOVED AND HAVE IMPROVEMENTS CONSTRUCTED THEREIN PURSUANT TO NOTE # ON PAGE 1 OF THIS PLAT.
 - ⊙ **SITE BENCHMARK:**
ELEVATION SHOWN REFERS TO HEIGHT ABOVE MEAN SEA LEVEL AS PER NATIONAL GEODESIC VERTICAL DATUM OF 1983

MA MINDER & ASSOCIATES ENGINEERING CORPORATION
CONSULTING ENGINEERS & SURVEYORS
600 1ST STREET S - SUITE 200

EXHIBIT F

96073185

OFFICIAL RECORDS
BOOK 2865 PAGE 2458

Per 4/3/70

121

THIS INSTRUMENT PREPARED BY:
STEPHEN B. KEYSER, ESQ.
FERGUSON, SKIPPER, SHAW, KEYSER,
BAXON & TIRABASSI, P.A.
P.O. BOX 3018
SARASOTA, FLORIDA 34236
FILE NO.: 5556/1200

Receipt #: 000000434710-01
Doc Stamp-Deed : 0.70
Karen E. Ruffalo, Sarasota Co.
By: *[Signature]* D.C.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Easement Agreement") is made and executed this 26th day of March, 1996, by WOODLANDS PARK DEVELOPMENT, LTD., a Florida limited partnership and ATLANTIC ASSETS, INC., a Florida Corporation ("Grantor") to FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of the real property described in Exhibit "A" ("The Oaks at Woodland Park Subdivision") and Exhibit "B" ("Additional Phase Property") attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor intends to develop The Oaks at Woodland Park Subdivision and Additional Phase Property as one project; and

WHEREAS, Grantor is plating The Oaks at Woodland Park Subdivision into 57 residential lots at this time; and

WHEREAS, Grantor desires to create an easement to Grantee in the event the Additional Phase Property is not developed as part of The Oaks at Woodland Park Subdivision project.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby agree as follows:

1. **EASEMENTS**. Until such time as the Additional Phase Property is added to The Oaks at Woodland Park Subdivision project, Grantor grants, bargains, sells, conveys, transfers and delivers unto the Grantee, its successors and assigns, the following non-exclusive perpetual easements:

- (a) construction, operation and maintenance of underground electric facilities only (including wire cables, conduits and appurtenant equipment) to be installed from time to time over and under the property described in Exhibit "C" and "D" attached hereto and made a part hereof ("Easement Area"); and
- (b) an ingress and egress easement for maintenance and repair of the improvements described in Subparagraphs (a) above over and across the Easement Area.

OFFICIAL RECORDS
BOOK 2865
PAGE 2459

2. **RELEASE OF EASEMENT.** Grantor, its successors and assigns, reserves the right to plat those lands described in Exhibit "B" attached hereto. If a plat is recorded in the public records of Sarasota County, Florida for the Additional Phase Property that contains replacement easements for those described in Paragraph 1 above, then this Easement Agreement and all easements described herein shall automatically terminate.

3. **BINDING EFFECT.** It is specifically intended that the rights, benefits and liabilities created hereunder shall run with the real property described herein until terminated in accordance with Paragraph 2 above.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the day, month and year first above written.

WITNESSES:

Cynthia L. Minko
Witness Signature
Print Name Cynthia L. Minko

John Lang
Witness Signature
Print Name John Lang

WOODLANDS PARK DEVELOPMENT, LTD.

By: Woodlands of Sarasota, Inc.
Its: General Partner

By: Richard Couch
RICHARD COUCH
As Its: President

Cynthia L. Minko
Witness Signature
Print Name Cynthia L. Minko

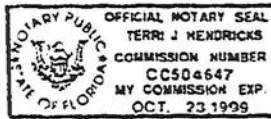
John Lang
Witness Signature
Print Name John Lang

ATLANTIC ASSETS, INC.

By: Richard Couch
Name: R. Couch
As President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 26 day of MARCH, 1996, by RICHARD COUCH, as President of Woodlands of Sarasota, Inc., the General Partner of WOODLANDS PARK DEVELOPMENT, LTD., a Florida limited partnership, on behalf of the partnership, who is personally known to me or furnished _____ as identification.

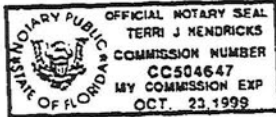


Terri J. Hendricks
Notary Public - State of Florida
Name: Terri J. Hendricks
Serial Number, if any: CC504647
My Commission Expires: OCT 23 1999

OFFICIAL RECORDS
BOOK 2685
PAGE 2460

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26 day of MARCH, 1996, by RICHARD COLVIN, President of ATLANTIC ASSETS, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or furnished _____ as identification:



T. J. Hendricks
Notary Public
Name: TERRI J. HENDRICKS
Serial Number, if any: CC504647
My Commission Expires: OCT 23 1999

F:\USERS\SBK\DOC\9730.1
March 22, 1996

OFFICIAL RECORDS
BOOK 2865 PAGE 2461

CONSENT OF MORTGAGEE

The undersigned owner and holder of that certain mortgage between Barnett Bank of Southwest Florida, as Mortgagee and Woodlands Park Development, Ltd., as Mortgagor, dated February 13, 1995, and recorded in O.R. Book 2711, at Page 379, Public Records of Sarasota County, Florida, hereby consents to the submission of the lands described in the attached Easement Agreement by and between Woodlands Park Development, Ltd. and Atlantic Assets, Inc., as Grantor, and Florida Power & Light Company, as Grantee, dated March 26, 1996, and recorded in O.R. Book 2865, Page 2461, Public Records of Sarasota County, Florida.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF SOUTHWEST FLORIDA

[Signature]
STEPHEN B. KEYSER
(Print Name of Witness)

By: [Signature]
JOSEPH MANDRETTI
As to: [Signature]
S.M. V.P.

[Signature]
PATRICIA ANN BARRETT
(Print Name of Witness)

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on April 19, 1996, by Joseph Mandretti, as S.M. V.P. President of Barnett Bank of Southwest Florida, who is personally known to me or who has produced NA as identification.

[Signature]
(Name) _____
Notary Public **STEPHEN B. KEYSER**
Serial Number (if any) _____
Commission Expiration Date _____

REFORMS 2215
F:\USERS\SBK\DOC\23WU 1196182

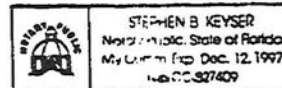


EXHIBIT 'A'

PAGE 1 OF 1

OFFICIAL RECORDS
BOOK 2865 PAGE 2462

DESCRIPTION OF THE OAKS AT WOODLAND PARK, PHASE 1

A PARCEL OF LAND LYING IN THE NORTH ONE-HALF OF SECTION 27, TOWNSHIP 36 SOUTH, 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST CORNER OF WOODLAND PARK, UNIT 3 RECORDED IN PLAT BOOK 31, PAGE 2-2a OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE FOLLOWING 4 CALLS ARE ALONG THE WESTERLY LINE OF SAID WOODLAND PARK, UNIT 3); THENCE SOUTH 03°27'47" EAST, A DISTANCE OF 442.59 FEET; THENCE SOUTH 04°42'57" WEST, A DISTANCE OF 189.60 FEET; THENCE SOUTH 35°10'52" WEST, A DISTANCE OF 589.47 FEET; THENCE SOUTH 41°24'49" WEST, A DISTANCE OF 141.73 FEET TO THE NORTHERLY LINE OF A SARASOTA COUNTY DRAINAGE RIGHT-OF-WAY DESCRIBED IN ARTICLES 72 AND 73 OF CHANCERY ORDER BOOK 3, PAGES 211 & 212 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°02'00" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 296.15 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°45'53" WEST, A DISTANCE OF 144.64 FEET; THENCE NORTH 11°53'28" WEST, A DISTANCE OF 482.88 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 1351.00 FEET AND A CENTRAL ANGLE OF 09°52'04", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 232.68 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 18°49'28" WEST, A DISTANCE OF 232.39 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, HAVING A RADIUS OF 972.38 FEET AND A CENTRAL ANGLE OF 12°22'32", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 210.03 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 27°58'47" WEST, A DISTANCE OF 209.82 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 88°49'08" EAST, A DISTANCE OF 203.82 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, FROM WHICH THE RADIAL LINE BEARS SOUTH 75°09'12" EAST, HAVING A RADIUS OF 283.00 FEET AND A CENTRAL ANGLE OF 42°27'37", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 194.90 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 36°04'37" EAST, A DISTANCE OF 190.47 FEET TO THE CURVE'S END; THENCE NORTH 57°17'59" EAST, A DISTANCE OF 108.98 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 77°38'40", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 33.88 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 18°28'39" EAST, A DISTANCE OF 31.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 89°39'19" EAST, A DISTANCE OF 40.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, FROM WHICH THE RADIAL LINE BEARS NORTH 89°39'19" EAST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 12°21'20", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 17.25 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°31'21" EAST, A DISTANCE OF 17.22 FEET TO THE CURVE'S END; THENCE SOUTH 32°42'01" EAST, A DISTANCE OF 174.41 FEET; THENCE NORTH 57°17'59" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 01°10'54" WEST, A DISTANCE OF 70.29 FEET; THENCE NORTH 88°49'08" EAST, A DISTANCE OF 43.12 FEET; THENCE NORTH 01°10'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 88°49'08" EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 01°15'25" WEST, A DISTANCE OF 160.00 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST; THENCE NORTH 88°49'08" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 107.65 FEET TO THE SOUTHWESTERLY LINE OF NOTTINGHAM, A SUBDIVISION RECORDED IN PLAT BOOK 27, PAGES 9 THROUGH 9C OF SAID PUBLIC RECORDS SAID POINT BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, FROM WHICH THE RADIAL LINE BEARS SOUTH 12°08'03" WEST, HAVING A RADIUS OF 2030.00 FEET AND A CENTRAL ANGLE OF 07°12'48", THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 255.57 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 74°15'33" EAST, A DISTANCE OF 255.40 FEET TO THE CURVE'S END, AND THE POINT OF BEGINNING; CONTAINING 22.1373 ACRES, AND 964,302 SQUARE FEET OF LAND, MORE OR LESS.

SEE THE OAKS AT WOODLAND PARK PHASE I PLAT, PLAT/BOOK _____ PAGES _____ THROUGH _____

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE LEGAL REPRESENTATION HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECT SUPERVISION AND FINAL END SKETCH AND LEGAL MEETS THE REQUIREMENTS OF THE MANUAL OF PRACTICE STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS PER CHAPTER 61C17-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 402.27, FLORIDA STATUTES, CHAINED TO THE STATE PLAT BOOK RECORDS.

[Handwritten Signature]
DATE: 5/13/92
DISE
REGISTERED LAND SURVEYOR No. 2071
STATE OF FLORIDA
NOT TO BE REPRODUCED WITHOUT SURVEYOR'S SEAL

REVISIONS: LEGAL 06/07/96
DWN. BY: DSM FILE: PHASE1
CHKD BY: JAM DISC 95-9
JOB No: 2315300

LEGAL DESCRIPTION

MINDER & ASSOCIATES ENGINEERING CORPORATION

Consulting Engineers & Surveyors

3800 CLARK ROAD
SARASOTA, FL 34233
(941) 822-7848



EXHIBIT B

OFFICIAL RECORDS
BOOK 2465 PAGE 2463

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTH HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST CORNER OF WOODLAND PARK, UNIT 3 RECORDED IN PLAT BOOK 31, PAGE 2 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE FOLLOWING 4 CALLS ARE ALONG THE WESTERLY LINE OF SAID WOODLAND PARK, UNIT 3); THENCE SOUTH 03°27'47" EAST A DISTANCE OF 442.59 FEET; THENCE SOUTH 04°42'57" WEST A DISTANCE OF 189.60 FEET; THENCE SOUTH 35°10'52" WEST A DISTANCE OF 589.47 FEET; THENCE SOUTH 41°24'49" WEST A DISTANCE OF 141.73 FEET TO THE NORTHERLY LINE OF A SARASOTA COUNTY DRAINAGE RIGHT-OF-WAY DESCRIBED IN ARTICLES 72 AND 73 OF CHANCERY ORDER BOOK 3, PAGE 212 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°02'00" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.15 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°45'53" WEST A DISTANCE OF 145.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE SEMINOLE GULF RAILWAY (THE FOLLOWING 4 CALLS ARE ALONG SAID RIGHT-OF-WAY LINE); THENCE NORTH 11°53'26" WEST A DISTANCE OF 482.89 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09°52'04" AND A RADIUS OF 1,350.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 232.51 FEET TO THE PCC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 44°55'23" AND A RADIUS OF 971.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 781.82 FEET; THENCE NORTH 88°49'06" EAST A DISTANCE OF 829.05 FEET TO THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00°08'39" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 65.02 FEET TO THE NORTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 88°49'06" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 469.34 FEET TO THE SOUTHWESTERLY LINE OF NOTTINGHAM, A SUBDIVISION RECORDED IN PLAT BOOK 27, PAGES 9 THROUGH 9G OF SAID PUBLIC RECORDS SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIAL POINT LIES SOUTH 12°08'03" WEST A RADIAL DISTANCE OF 2,030.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF NOTTINGHAM AND ALONG THE ARC THROUGH A CENTRAL ANGLE OF 07°12'48" A DISTANCE OF 255.57 FEET TO THE POINT OF BEGINNING.

EXCEPT

A PARCEL OF LAND LYING IN THE NORTH ONE-HALF OF SECTION 27, TOWNSHIP 36 SOUTH, 18 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST CORNER OF WOODLAND PARK, UNIT 3 RECORDED IN PLAT BOOK 31, PAGE 2-2a OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE FOLLOWING 4 CALLS ARE ALONG THE WESTERLY LINE OF SAID WOODLAND PARK, UNIT 3); THENCE SOUTH 03°27'47" EAST, A DISTANCE OF 442.59 FEET; THENCE SOUTH 04°42'57" WEST, A DISTANCE OF 189.60 FEET; THENCE SOUTH 35°10'52" WEST, A DISTANCE OF 589.47 FEET; THENCE SOUTH 41°24'49" WEST, A DISTANCE OF 141.73 FEET TO THE NORTHERLY LINE OF A SARASOTA COUNTY DRAINAGE RIGHT-OF-WAY DESCRIBED IN ARTICLES 72 AND 73 OF CHANCERY ORDER BOOK 3, PAGES 211 & 212 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°02'00" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.15 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°45'53" WEST, A DISTANCE OF 144.64 FEET; THENCE NORTH 11°53'26" WEST, A DISTANCE OF 462.86 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 1351.00 FEET AND A CENTRAL ANGLE OF 09°52'04". THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 232.66 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 18°49'28" WEST, A DISTANCE OF 232.39 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, HAVING A RADIUS OF 972.38 FEET AND A CENTRAL ANGLE OF 12°22'32". THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 210.03 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 27°58'47" WEST, A DISTANCE OF 209.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 88°49'06" EAST, A DISTANCE OF 203.82 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, FROM WHICH THE RADIAL LINE BEARS SOUTH 75°09'12" EAST, HAVING A RADIUS OF 263.00 FEET AND A CENTRAL ANGLE OF 42°27'37". THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 194.90 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 36°04'37" EAST, A DISTANCE OF 190.47 FEET TO THE CURVE'S END; THENCE NORTH 57°17'56" EAST, A DISTANCE OF 108.98 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 77°38'40". THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A

REVISIONS: LEGAL 05/07/96
 DWN. BY: DSM FILE: PHASOJA
 CHK'D BY: JCM/DISK: 95-9
 JOB No: 23153900

LEGAL DESCRIPTION

MINDER & ASSOCIATES ENGINEERING CORPORATION

Consulting Engineers & Surveyors

3800 CLARK ROAD
 SARASOTA, FL 34233
 (941) 822-7946



EXHIBIT B

PAGE 2 OF 2

OFFICIAL RECORDS
BOOK 2865 PAGE 2464

DISTANCE OF 33.88 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 18°28'39" EAST, A DISTANCE OF 31.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 89°39'19" EAST, A DISTANCE OF 40.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, FROM WHICH THE RADIAL LINE BEARS NORTH 89°39'19" EAST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 12°21'20", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 17.25 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°31'21" EAST, A DISTANCE OF 17.22 FEET TO THE CURVE'S END; THENCE SOUTH 32°42'01" EAST, A DISTANCE OF 174.41 FEET; THENCE NORTH 57°17'59" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 01°10'54" WEST, A DISTANCE OF 70.29 FEET; THENCE NORTH 88°49'06" EAST, A DISTANCE OF 43.12 FEET; THENCE NORTH 01°10'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 88°49'06" EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 01°15'25" WEST, A DISTANCE OF 160.00 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST; THENCE NORTH 88°49'06" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 107.85 FEET TO THE SOUTHWESTERLY LINE OF NOTTINGHAM, A SUBDIVISION RECORDED IN PLAT BOOK 27, PAGES 9 THROUGH 96 OF SAID PUBLIC RECORDS SAID POINT BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, FROM WHICH THE RADIAL LINE BEARS SOUTH 12°08'03" WEST, HAVING A RADIUS OF 2030.00 FEET AND A CENTRAL ANGLE OF 07°12'48", THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 255.57 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 74°15'33" EAST, A DISTANCE OF 255.40 FEET TO THE CURVE'S END, AND THE POINT OF BEGINNING; CONTAINING 22.1373 ACRES, AND 984,302 SQUARE FEET OF LAND, MORE OR LESS.

CONTAINING 6.0893 ACRES OF LAND, MORE OR LESS.

SEE THE OAKS AT WOODLAND PARK PHASE I PLAT, PLAT BOOK _____ PAGES _____ THROUGH _____

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE LEGAL REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECT SUPERVISION AND THAT SAID SKETCH AND LEGAL MEETS THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature]
DATE _____
FLORIDA REGISTERED LAND SURVEYOR NO. 4071
(NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL)


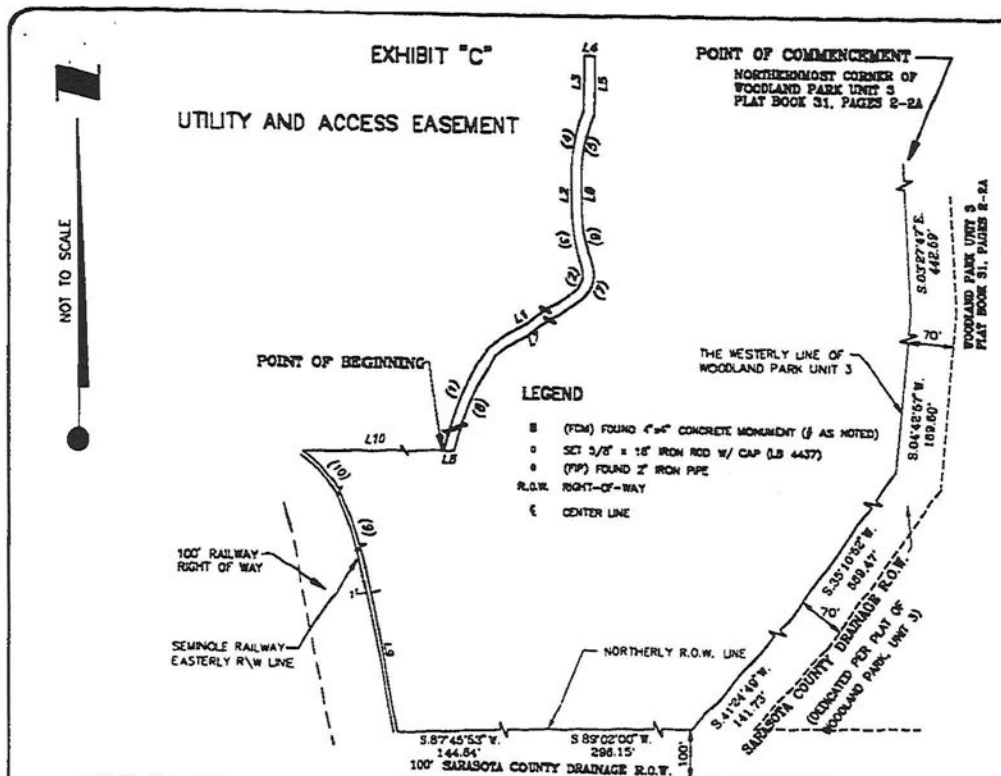
REVISIONS: LEGAL 05/07/96 DRAWN BY: DSM FILE: PHASE 2/B CHECK'D BY: JCM DESK: 95-9 JOB No: 23153800	LEGAL DESCRIPTION	MINDER & ASSOCIATES ENGINEERING CORPORATION Consulting Engineers & Surveyors 3800 CLARK ROAD SARASOTA, FL 34233 (941) 822-7948	
--	--------------------------	---	---

EXHIBIT "C"

UTILITY AND ACCESS EASEMENT



LEGEND

- (FOM) FOUND 4"x4" CONCRETE MONUMENT (S AS NOTED)
- SET 3/8" x 1/8" IRON ROD W/ CAP (LB 4437)
- (FIP) FOUND 2" IRON PIPE
- R.O.W. RIGHT-OF-WAY
- CENTER LINE

LINE TABLE

Line	Bearing	Distance
L1	N.57°27'59"E	108.08'
L2	N.01°10'54"W	22.52'
L3	N.00°08'39"E	41.44'
L4	EAST	5.00'
L5	S.00°08'39"W	41.05'
L6	S.01°10'54"E	22.52'
L7	S.57°27'59"W	108.08'
L8	S.89°49'08"W	462.66'
L9	N.11°53'28"W	462.66'
L10	N.88°49'08"E	193.51'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	271.0'	42°56'44"	203.13'	198.40'	N.35°50'01"E
2	17.0'	77°38'40"	21.04'	21.31'	N.18°28'38"E
3	126.0'	19°09'47"	42.61'	42.51'	N.10°54'40"W
4	128.0'	23°27'02"	32.39'	32.02'	N.10°52'37"E
5	120.0'	24°11'05"	50.65'	50.28'	S.10°54'40"W
6	120.0'	18°09'47"	42.13'	42.15'	S.10°54'47"E
7	23.0'	77°38'40"	33.68'	31.35'	S.18°28'38"W
8	263.0'	42°27'37"	194.90'	190.47'	S.38°04'57"W
9	1351.0'	19°52'04"	232.68'	232.39'	N.18°49'28"W
10	972.38'	12°22'32"	210.03'	209.62'	N.27°56'47"W

LEGAL DESCRIPTION

AS FOLLOWS:
A TRACT OF LAND LYING IN THE NORTH HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED

BEGIN AT THE NORTHERMOST CORNER OF WOODLAND PARK UNIT 3 RECORDED IN PLAT BOOK 31, PAGE 2-2A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE FOLLOWING 4 CALLS ARE ALONG THE WESTERLY LINE OF SAID WOODLAND PARK UNIT 3); THENCE SOUTH 03°27'47" EAST, A DISTANCE OF 442.58 FEET; THENCE SOUTH 04°43'37" WEST, A DISTANCE OF 169.50 FEET; THENCE SOUTH 35°10'32" WEST, A DISTANCE OF 588.47 FEET; THENCE SOUTH 41°24'44" WEST, A DISTANCE OF 141.73 FEET TO THE NORTHERLY LINE OF A SARASOTA COUNTY DRAINAGE RIGHT-OF-WAY DESCRIBED IN ARTICLES 72 AND 73 OF CHANCERY ORDER BOOK 3, PAGES 211 & 212 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°02'00" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.15 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°02'52" WEST, A DISTANCE OF 144.84 FEET; THENCE NORTH 11°53'28" WEST, A DISTANCE OF 462.66 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 972.38 FEET AND A CENTRAL ANGLE OF 12°22'32"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 210.03 FEET; SAID ARC SUSTAINED BY A CHORD WHICH BEARS NORTH 27°56'47" WEST, A DISTANCE OF 209.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 06°49'08" EAST, A DISTANCE OF 185.51 FEET TO THE POINT OF BEGINNING OF AN ACCESS AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: ALONG A CURVE HAVING A RADIUS OF 271.00 FEET AND A CENTRAL ANGLE OF 42°56'44"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 203.13 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 17.00 FEET AND A CENTRAL ANGLE OF 77°38'40"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 21.04 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 126.00 FEET AND A CENTRAL ANGLE OF 19°09'47"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 42.61 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 128.00 FEET AND A CENTRAL ANGLE OF 23°27'02"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 32.39 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 24°11'05"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 50.65 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 18°09'47"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 42.13 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 77°38'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 33.68 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 263.00 FEET AND A CENTRAL ANGLE OF 42°27'37"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 194.90 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 1351.00 FEET AND A CENTRAL ANGLE OF 19°52'04"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 232.68 FEET; TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 972.38 FEET AND A CENTRAL ANGLE OF 12°22'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 210.03 FEET; SAID ARC SUSTAINED BY A CHORD WHICH BEARS NORTH 27°56'47" WEST, A DISTANCE OF 209.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 89°02'00" WEST, A DISTANCE OF 144.84 FEET; THENCE SOUTH 41°24'44" WEST, A DISTANCE OF 141.73 FEET; THENCE SOUTH 35°10'32" WEST, A DISTANCE OF 588.47 FEET; THENCE SOUTH 04°43'37" WEST, A DISTANCE OF 442.58 FEET; TO THE NORTHERMOST CORNER OF WOODLAND PARK UNIT 3.

NOTES

- THIS DRAWING IS A SKETCH AND DOES NOT REPRESENT A BOUNDARY SURVEY AS SUCH.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-WESTERLY MOST LINE OF WOODLAND PARK, UNIT 3 AS BEING S.03°27'47"E., PER RECORD PLAT AND LEGAL DESCRIPTION PROVIDED.

SURVEYOR'S CERTIFICATE

This certifies that a LEGAL AND TRUTHFUL copy of the property described herein was made under my supervision and that the LEGAL AND TRUTHFUL copy of the property described herein was made by the Florida Board of Professional Surveyors in Chapter 61C17-6, Florida Statutes, and that the sketch herein is a true and accurate representation of the facts as shown and believed by me and my assistants.

Signature
DATE

REVISIONS: 3-26-86

MINDER & ASSOCIATES ENGINEERING CORPORATION
Consulting Engineers & Surveyors

3900 CLARK ROAD (H-3)
SARASOTA, FL. 34233
(841) 922-7848



OWN BY: SDW F/P/MC
CADD BY: SDW LSK No. 55-9
JOB No. 5753P22

UTILITY EASEMENT

OFFICIAL RECORDS
BOOK 2665 PAGE 2466

EXHIBIT "D"

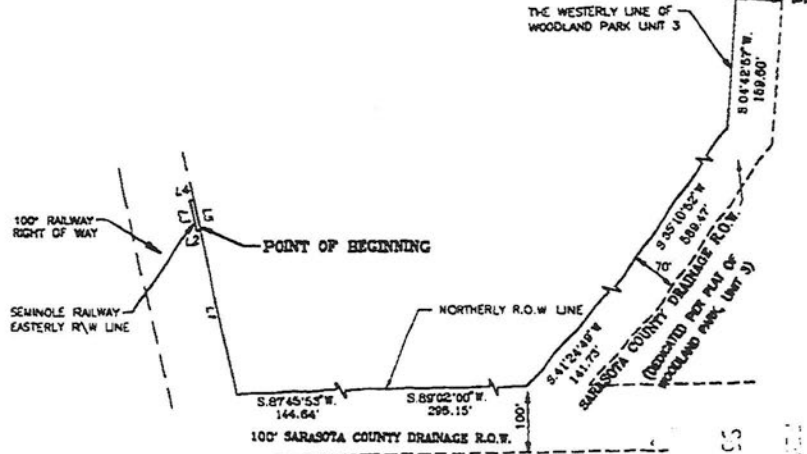
UTILITY AND ACCESS EASEMENT

POINT OF COMMENCEMENT

NORTHERNMOST CORNER OF WOODLAND PARK UNIT 3 PLAT BOOK 31, PAGE 2-2A

LEGEND

- (7124) FOUND 4"x4" CONCRETE MONUMENT (S AS NOTED)
- SET 5/8" x 12" IRON ROD W/ CAP (LB 4437)
- (717) FOUND 2" IRON PIPE
- R.O.W. RIGHT-OF-WAY
- CL CENTER LINE



LINE TABLE

Line	Bearing	Distance
L1	N.11°53'26\"/>	
L2	S.78°06'34\"/>	
L3	N.11°53'26\"/>	
L4	N.78°06'34\"/>	
L5	S.11°53'26\"/>	

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTH HALF OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF WOODLAND PARK, UNIT 3 RECORDED IN PLAT BOOK 31, PAGE 2-2A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE FOLLOWING 4 CALLS ARE ALONG THE WESTERLY LINE OF SAID WOODLAND PARK, UNIT 3); THENCE SOUTH 03°27'47\"/>

NOTES

- 1 THIS DRAWING IS A SKETCH AND DOES NOT REPRESENT A BOUNDARY SURVEY AS SUCH
- 2 BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-WESTERLY MOST LINE OF WOODLAND PARK, UNIT 3 AS BEING S.03°27'47\"/>

SURVEYOR'S CERTIFICATE

This certifies that a LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meet the minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code pursuant to section 472.027, Florida Statutes. And that the sketch hereon is a true and accurate representation thereof to the best of my knowledge and belief. Subject to any and all notations shown hereon.

JOHN C. MINDER, P.L.S. DATE
FLORIDA REGISTERED LAND SURVEYOR No. 4071
FLORIDA
(NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL)

REVISIONS: J-26-96

MINDER & ASSOCIATES, ENGINEERING CORPORATION
Consulting Engineers & Surveyors

DRAWN BY: SCW P.P.A./P.S.
CHECKED BY: SCW (Licens No. 95-1)
JOB No. 50153PR

UTILITY EASEMENT

3900 CLARK ROAD (N-3)
SARASOTA, FL 34233
(813) 622-7848



②
No. 15.2
Doc .70
3



THIS INSTRUMENT PREPARED WITHOUT EXAMINATION OF TITLE BY
STEPHEN B. KEYSER, ESQ. ✓
FERGESON SKIPPER, SHAW, KEYSER
BARON & TIRABASSI, P.A. 121
PO BOX 3018, SARASOTA, FL 34230
FILE NO. 5556/1200

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1999116466 3 PGS
1999 AUG 25 04:23 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#132613

Doc Stamp-Deed: 0.70

Doc. Stamps: \$.70
Recording: \$15.00

PARCEL ID # 0052-03-0030

Grantee #1 Tax ID # _____
Grantee #2 Tax ID # _____

QUIT CLAIM DEED

This Quit Claim Deed is made by **WOODLANDS PARK DEVELOPMENT, LTD.**, a Florida Limited Partnership herein called "Grantor", whose address is 2180 West First Street, Suite 500, Ft. Myers, FL 33901 to **THE OAKS AT WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida Corporation, whose post office address is 6572 Hartland St., Ft. Myers, FL 33912, herein called "Grantee". (The terms "Grantor" and "Grantee" include all the parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns).

Grantor, in consideration of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby quit claims unto the Grantee all the right, title, interest, claim and demand which the Grantor has in and to the following described real property in Sarasota County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

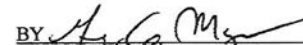
Together with all appurtenances, estate, right, title, interest and claim whatsoever of the Grantor, either in law or in equity, to the proper use, benefit and behalf of the Grantee and Grantee's assigns forever.


Executed on 8/13, 1998.

WITNESSES:

WOODLANDS PARK DEVELOPMENT, LTD.
a Florida Limited Partnership
BY: ALTARITE, INC.,
a Florida Corporation
General Partner


(Name _____)

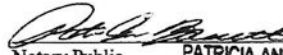
BY 
GREGORY A. MAYER, President


(Name STEPHEN B. KEYSER)

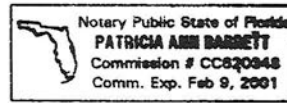
OFFICIAL RECORDS INSTRUMENT # 1999116466 3 pgs

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 13th day of August, 1999, by GREGORY A. MAYER, President of WOODLANDS OF SARASOTA, INC., a Florida Corporation, on behalf of the corporation, General Partner of WOODLANDS PARK DEVELOPMENT, LTD., a Florida Limited Partnership, on behalf of the Partnership, who is personally known to me or who has produced _____ as identification.


Notary Public PATRICIA ANN BARRETT
(Name _____)
Serial Number (if any) _____
Commission Expiration Date _____

RFORMS: 409
FAUSERS\SBK\DOCCL33EA_11144370



OFFICIAL RECORDS INSTRUMENT # 1999116466 3 pgs

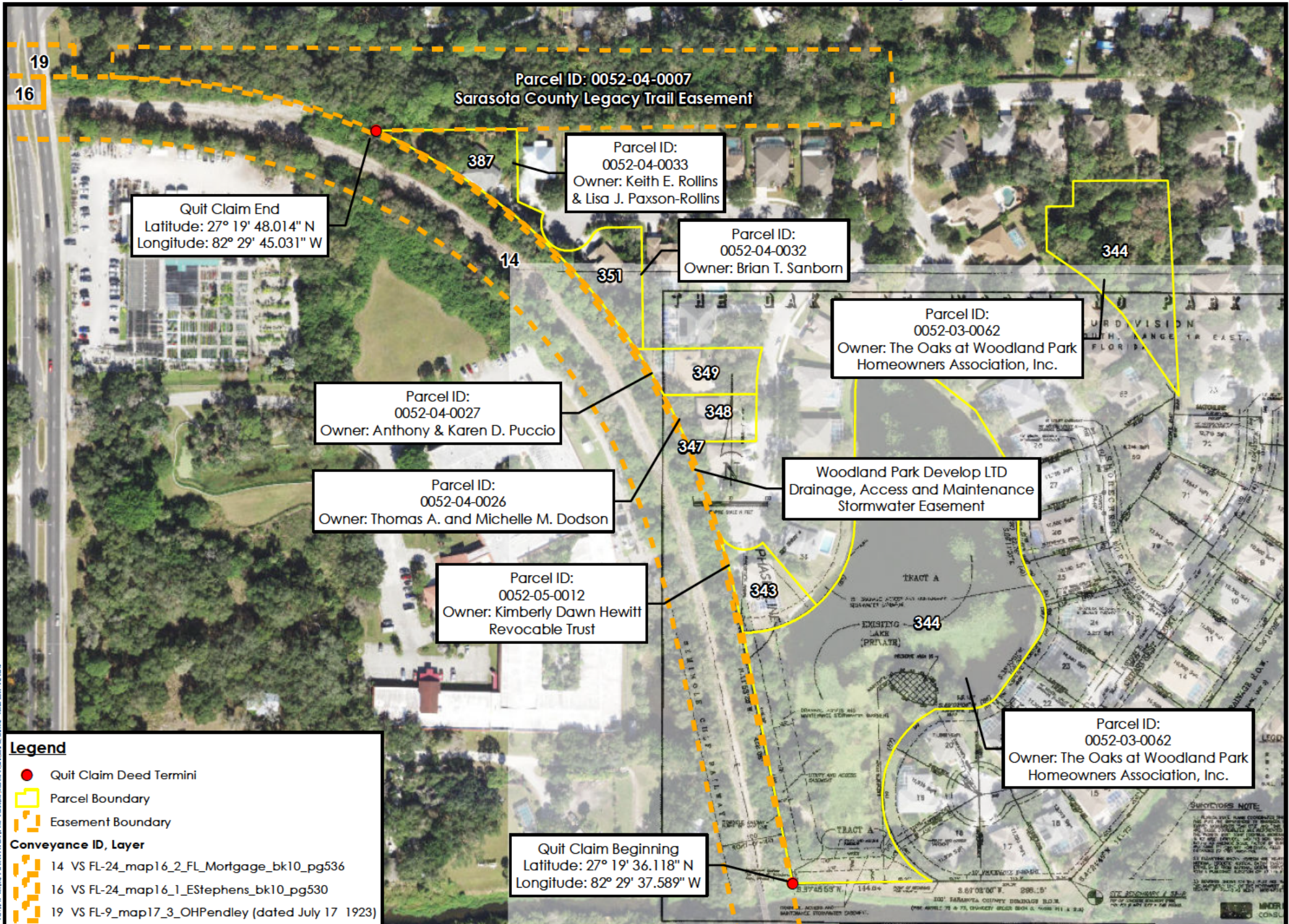
EXHIBIT "A"

Tracts A and B, Phase I, The Oaks at Woodland Park, as per plat thereof recorded in Plat Book 38, Pages 11, 11A through 11C, inclusive, of the Public Records of Sarasota County, Florida.

Tract A, Phase II, The Oaks at Woodland Park, as per plat thereof recorded in Plat Book 39, Pages 32, 32A through 32B, inclusive, of the Public Records of Sarasota County, Florida.

All areas in Phases I and II, the Oaks at Woodland Park, not within a platted lot.

EXHIBIT G



Legacy Trail - Sarasota County, Florida

Map ID: 343, 344, 348, 349, 351, 387 - Woodland Park Properties

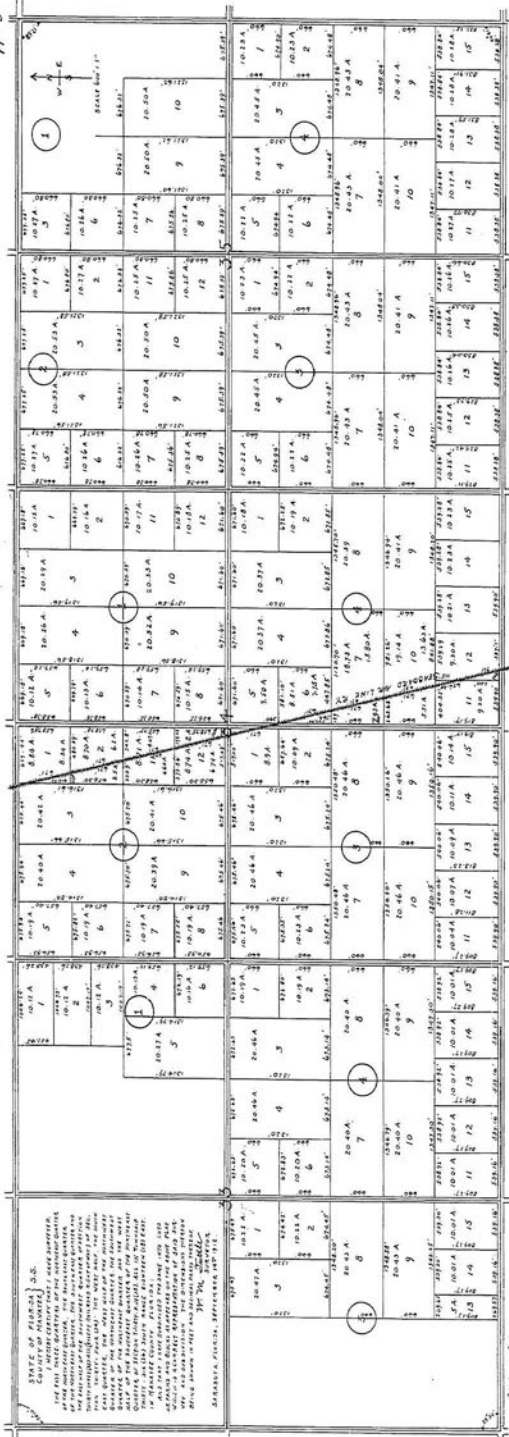
January 2023

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd, Suite 600
Tampa FL 33602
tel 813.223.9500
fax 813.223.0009

0 100 200 Feet
EXHIBIT G

EXHIBIT H

A-50



STATE OF FLORIDA
 COUNTY OF MANATEE
 I, M. S. Scarborough, a duly sworn
 and qualified Surveyor, do hereby certify that
 the foregoing plat is a true and correct
 representation of the actual survey made
 by me or under my direction and control
 in accordance with the provisions of
 Chapter 349, Florida Statutes, and that
 the same conform to the original
 plan thereon on file in my office,
 at Manatee County, Flor.
 M. S. Scarborough
 Notary Public
 My Comm. Expires May 12, 2011

PHILIPPICREEK FARMS SUBDIVISION.

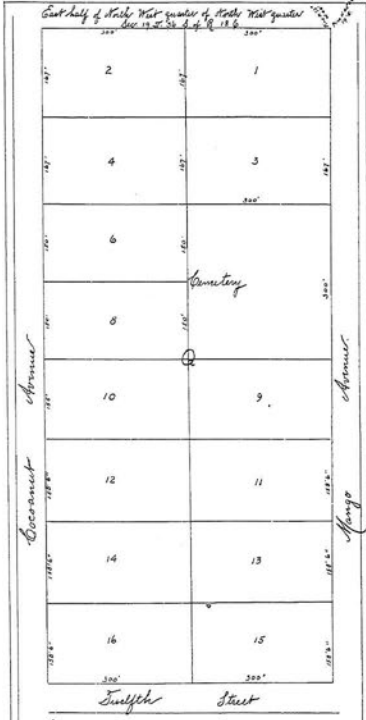
W. M. TITTLE, SURVEYOR
 BY TRUSTEES OF THE ESTATE OF POTTER PALMER.
 ALL LOTS BOUND BY THE 25' RAILROAD RIGHT OF WAY OF SECTION 34, TOWNSHIP 26 S., RANGE 18 E., MERIDIAN 29 1/4' N.

A-50

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
277	277	277	277	277	277	277	277	277	277	277	277	277	277	277	277
04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277	04 277
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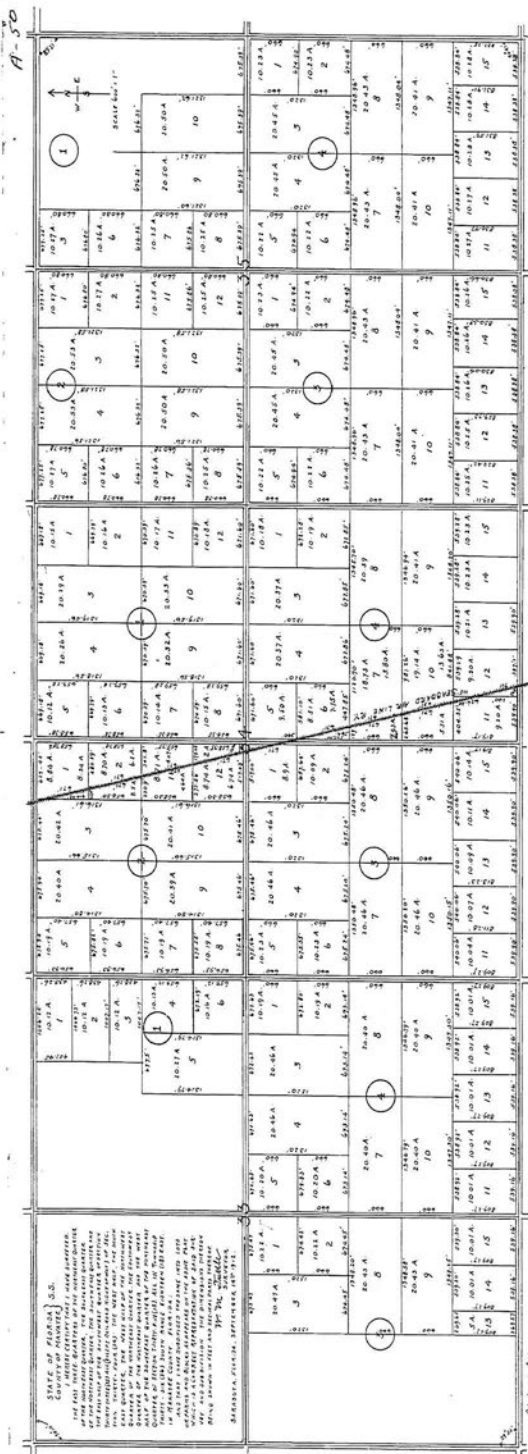
MANATEE COUNTY PLAT BOOK 1
 Page 89.
 Filed Dec. 30, 1924.
 Reexamined Jan. 10, 1927.
 PLAN SHOWING
 SUBDIVISION
 of 280 Acres and a portion of NE 1/4 of Sec. 19,
 T. 26 S., R. 18 E., 29 1/4' N., Manatee County, Florida
 S. A. Wright, C. E.
 Made Dec. 29, 1924.

A-50



W. M. TITTLE, SURVEYOR

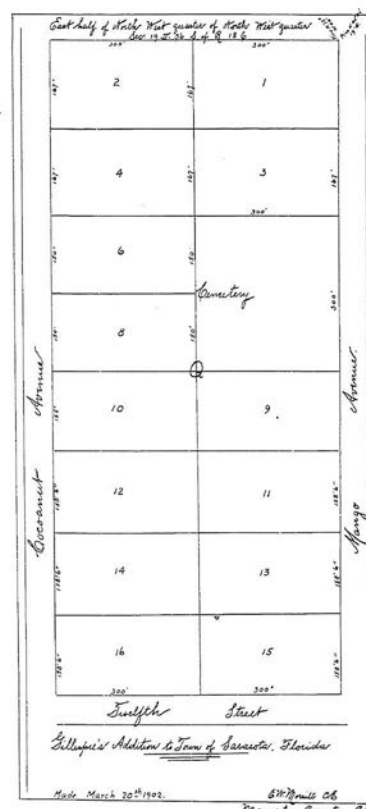
Philip's Addition to Town of Sarasota, Florida
 Made March 20th 1902.
 84 Miles 26
 Manatee County Plat Book 1
 Filed May 17th 1902. Page 140.
 Reexamined June 17th 1902.



STATE OF FLORIDA
 COUNTY OF MARICOPA
 W. M. TUTTLE SURVEYOR
 BEING PART OF PLAT NO. 140, MARICOPA COUNTY, ARIZONA, AND BEING A RE-SURVEY OF THE SAME.

PHILLIP CREEK FARMS SUBDIVISION
 BEING THE 24 LOTS OF THE PHILLIP CREEK FARMS SUBDIVISION, MARICOPA COUNTY, ARIZONA, AS SHOWN ON PLAT NO. 140, MARICOPA COUNTY, ARIZONA, AND BEING A RE-SURVEY OF THE SAME.

BEING PART OF PLAT NO. 140, MARICOPA COUNTY, ARIZONA, AND BEING A RE-SURVEY OF THE SAME.

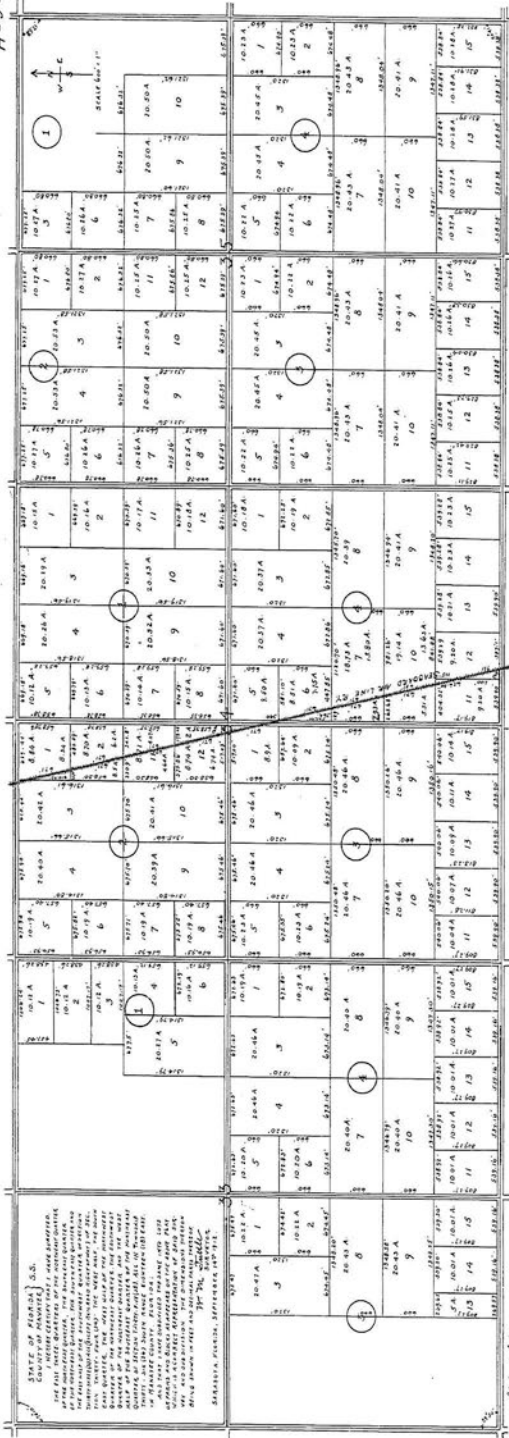


1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10

PLAN SHOWING
 SUBDIVISION
 MARICOPA COUNTY PLAT BOOK 1
 PAGE 140
 FILED MAR 20 1922
 MARICOPA COUNTY CLERK

Made March 20th 1922
 814 Mills St
 Maricopa County, Plat Book 1
 Filed May 17th 1922 Page 140
 Recorded June 17th 1922

A-50

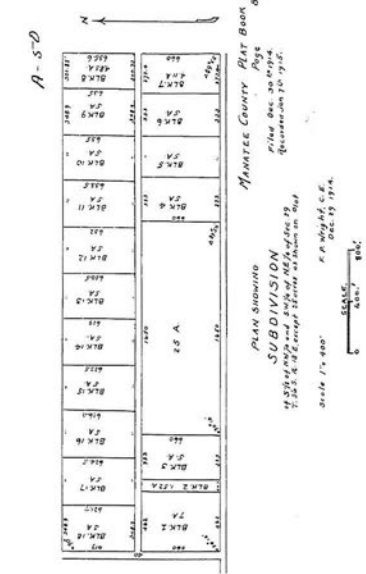


STATE OF FLORIDA
 COUNTY OF COCOA
 M. S. Boush, a duly qualified surveyor, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly qualified surveyor in the State of Florida.
 M. S. Boush
 Notary Public
 My commission expires on 12/31/2024

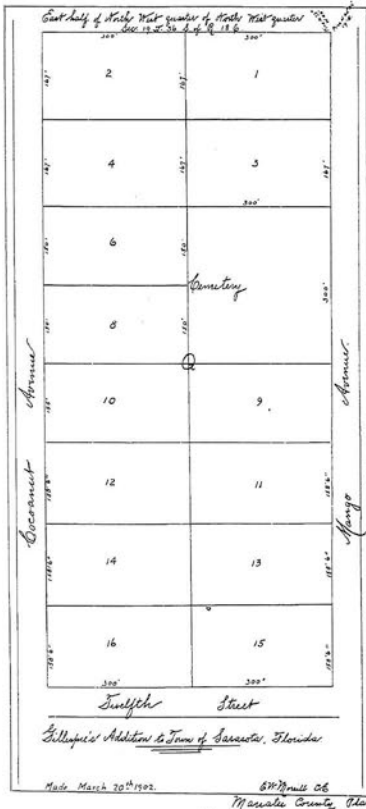
PHILIP CREEK FARMS SUBDIVISION
 ALL SECTIONS BEING 36 ACRES EACH
 ALL SECTIONS BEING 36 ACRES EACH
 ALL SECTIONS BEING 36 ACRES EACH
 ALL SECTIONS BEING 36 ACRES EACH
 ALL IN TOWNSHIP 36 NORTH, RANGE 18 EAST, IN MONROE COUNTY, FLORIDA.
 BY TRUSTEES OF THE ESTATE OF POTTER PALMER
 W. M. TUTTLE SURVEYOR

STATE OF FLORIDA
 COUNTY OF COCOA
 M. S. Boush, a duly qualified surveyor, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly qualified surveyor in the State of Florida.
 M. S. Boush
 Notary Public
 My commission expires on 12/31/2024

A-50



A-50



Made March 20th 1902
 642 Mills St
 Sarasota County, Plat Book 1
 Filed May 17th 1902 Page 140
 Recd from 17th 1902

REC 1145 PG 443

720327

7



Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

Robert J. Stinnett

of the Law Office of
STINNETT, SURFUS & MARTIN
2975 Ringling Boulevard
SARASOTA, FLORIDA 33577

Warranty Deed

(STATUTORY FORM-SECTION 689.02 F.S.)

This Indenture, Made this 21st day of JULY 1976, Between

ROBERT J. STINNETT and AUBREY E. STREADWICK

of the County of Sarasota, State of Florida, grantor*, and

FOREST LAKES ASSOCIATION, INC., a Florida corporation not for profit,

whose post office address is

of the County of Sarasota, State of Florida, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00)

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to-wit:

The South five feet and the East five feet of the North 255.6 feet of that part of Tract 10, Block 4, of Section 34, Township 36 South, Range 18 East, Phillippi Creek Farms Subdivision, as per plat thereof recorded in Plat Book A, page 50, Sarasota County Public Records, lying West of S.C.L. R.R. right-of-way.

SUBJECT to taxes for 1977 and subsequent years.

DART, DICKINSON, O'BRIEN & GIBBONS
ATTORNEYS AT LAW
P. O. BOX 3979
SARASOTA, FLORIDA 33578



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

James J. Knox
Glenn R. Newton
Lynne L. Kimmel
James M. Gray

Robert J. Stinnett (Seal)
Aubrey E. Streadwick (Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ROBERT J. STINNETT

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of July 1976.

My commission expires: Notary Public, State of Florida at Large
My Commission Expires Nov. 18, 1977
Bonded by American Fire & Casualty Co.

REC 1145 PG 443

4023SAWYER004413

EXHIBIT H

STATE OF MICHIGAN)
COUNTY OF Emmet)

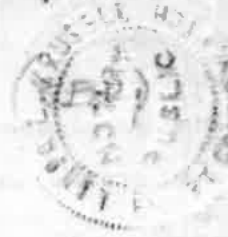
REC 1145 PG 444

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared AUBREY E. STREADWICK, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of August, 1976.

Lynda L. Kruege
Notary Public

My commission expires:
LYNDA L. KRUEGE
Notary Public, Emmet County, Michigan
My Commission Expires April 16, 1978



FILED AND RECORDED
R. H. MCKINNEY, JR. CLERK
JACKSONVILLE, FLA.
NOV 12 2 08 PM '76

720327

REC 1145 PG 444

250 Ac
.45 Acre

239082

25224-RC
10AR03293 21

O.R. 1551 PG 0984

This instrument was prepared by
William C. Eastroy
Attorney
500 Water Street, Jacksonville, Fla.

The Family Line Rail System

THIS DEED, Made this 15th day of November, A.D., 1982, between TAMPA SOUTHERN RAILROAD COMPANY, a Florida corporation, hereinafter called "Grantor"; and THE ATLANTIC LAND AND IMPROVEMENT COMPANY, a Virginia corporation, mailing address 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantee";

(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee those certain parcels or tracts of land situate, lying and being between Tampa and Sarasota, Counties of Hillsborough, Manatee, Sarasota and DeSoto, State of Florida, and described as follows, to wit:

(1) A tract of land containing approximately 2.8 acres, constituting a portion of Parcel 9, Valuation Map V19Fla./1, being located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 22-29-19, Hillsborough County, Florida; said tract of land being approximately 180 x 650 feet in size, adjoining and lying east of the right of way of Grantor and extending between Palm River Road and Palm River;

(2) A tract of land containing 1.8 acres, more or less, constituting a part of Parcels 14 and 15, Valuation Map V19Fla./2, being located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 23-30-19, Hillsborough County, Florida; said parcel of land being located west of US Highway No. 41;

(3) A strip of land containing approximately 2.6 acres, more or less, constituting Parcel 38, Valuation Map V19Fla./5, being located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 7-32-19, Hillsborough County, Florida; said strip of land having a width of approximately 100 feet and a length of 1,150 feet, adjoining and lying north of Grantor's right of way;

(4) A tract of land containing approximately 130 acres, constituting Parcel 1 on Valuation Map V19cFL/1 and Parcel 12 on Valuation Map V19FL/8; said tract of land being located in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$, that portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$, lying south of and adjoining the right of way Grantor's Ellenton Belt and east of and adjoining the right of way of Grantor's main track; also, that part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, presently owned by Grantor, adjoining and lying west of the right of way of Grantor's said main track; said tract of land being located in Section 30-33-18 at Gillett, Florida, Manatee County; Property Appraisers #6758.0000/7;

(5) A tract of land containing approximately 2.8 acres, constituting a part of Parcel 4 on Valuation Map 19FL/9; said tract of land constituting the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 36-33-17, west of the right of way of Grantor's main track; said tract of land being

DS PAID: 45 DATE 12/15/82
R. H. HACKNEY, JR.
Sarasota County
Clerk Circuit Court
By: K.D. Lightowers
Deputy Clerk

O.R. 1551 PG 0985

located at Taru, Manatee County, Florida, and being designated Property Appraisers #22618.0000/3;

(6) Section 14-34-17 - Palmetto - Lot 1 Resub of N $\frac{1}{2}$ of Block 1, Lloyds Addition Clark Mounts Sub to Palmetto, Valuation Map V19Fla./S-9, Parcel 44;

(7) Section 14-34-17 - Palmetto - Lot 12, Block 1, Lloyds Addn., Valuation Map V19Fla./S-9, Parcel 45;

(8) Section 14-34-17 - Palmetto - Lots 1 and 12, Block 7, Lloyds Addition to Palmetto and that portion of Fifth St. & Cherry St., adjacent to the west boundary line of Lots 1 and 12 of Lloyds Addition to the City of Palmetto, Block 7, Florida, as per plat thereof recorded in Plat Book 1, Page 220 of the Public Records of Manatee County, Florida; LESS .07 acre, more or less, sold to Bernie Williams by deed dated 4-18-75, Valuation Map V19Fla./S-9, Parcel 59;

(9) Section 14-34-17 - P-81-1-N - 10 acres - Palmetto - beginning 154 feet south of northwest corner of SE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence east 495 feet, north 630 feet, northwesterly 425 feet, west 90 feet, south 748 feet to beginning - 8 acres; ALSO, beginning 154 feet south of northwest corner of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, thence east 495 feet, south 176 feet, west 495 feet, north 176 feet to beginning, EXCEPT begin at southeast corner of Lot 1, L. R. Baird Addn., north 100 feet, west 49 feet, south 100 feet, east 49 feet to beginning - 2 acres; appears to be Lots 2 to 10, inclusive, Bairds Addn. Recorded in DB 55 P 46 Public Records of Manatee County, Florida, Valuation Map V19Fla./S-9, Parcel 21;

(10) A tract of land 100 feet wide, adjoining and lying west of Grantor's main track right of way, between Prairie and Oak Streets; constituting Parcels 32, 33 and 34, Valuation Map V19Fla./S9; the property hereby described being located in Section 14-34-17;

(11) A tract of land generally 150 feet in width, adjoining and lying west of the present right of way of Grantor's main track; said tract of land beginning a Myrtle Street and extending southwardly approximately 650 feet to the north bank of the Manatee River; said tract of land being shown as Parcels 41 and 42 on Valuation Map V19Fla./S9; said tract of land being located partly in Section 14 and partly in Section 23-34-17;

The above described property being designated Nos. 6-11, inclusively, is located at Palmetto, Florida, between Mile Post AZA-914 and AZA-915;

(12) Section 26-34-17 - 0.64 acre - Bradenton - Space 140 x 200 feet fronting on Washington Avenue in Lot 1, J. J. Lamb Subdivision of part of Lot 8 and part of Lot 5, White's Subdivision, less 0.004 acre, sold Miller Trailer, Inc., deed 8/18/80, Valuation Map V19Fla./10, Parcel 10;

(13) Section 26-34-17 - Bradenton - Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block 21 as shown on Map of Resurvey of Blocks 16, 17, 18, 21, 22, 23, 24,

- 3 -

25 and 26 of Adams Annex, recorded in Plat Book 1, Page 228 of Public Records of Manatee County, Florida, Valuation Map V19Fla./10, Parcels 41 and 43;

(14) Lot 1, Block A of F. N. Horton's Subdivision of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 35-34-17, as per plat of said subdivision recorded in Plat Book 1, Page 134, Public Records of Manatee County, Florida; being shown as Parcel 25 on Valuation Map V19Fla./10;

(15) Section 36-34-17 - 8.71 acres - near Bradenton - J. W. Cary Plat - The North 2/3 of Lot 1 and the North 2/3 of Lot 2 of Subdivision of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 36-34-17, as per map or plat thereof recorded in Plat Book 1, Page 64, of the Public Records of Manatee County, Florida; subject to easement for Road right of way over the east 30 feet; ALSO LESS tract to Dallier, as described in OR B 23, Page 544 PRMC; ALSO Begin at the SE corner of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 36, run thence west 660 feet, north 363 feet, east 660 feet, south 363 feet to POB EXCEPT that part condemned by Tampa Southern Railroad, as per Circuit Court Minute Book 8, Page 598, of Manatee County, Florida, Recorded in Book 400, Page 551; V19Fla./11, Parcel 17;

(16) All that part of the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 36, Twp. 34S, Range 17E, which is described more particularly as follows: Beginning at a point in the center line of the public road on the south line of said S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, which is 522 feet west of the center of the public road on the east line of said S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, said point being on the range line; thence north parallel with said range line 657 feet, more or less, to the north line of the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, said Section 36, thence west along said north line 796 $\frac{1}{2}$ feet, more or less, to the west line of said S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, thence south along said west line a distance of 100 feet, more or less, to the east line of the right of way of the former SAL RR Co., said east line being 15 feet distant at R/A to the center line of said former SAL RR track, thence in a Sly direction along said east line of the right of way of the former SAL RR to the center of the public road at the south line of said S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, thence east along said public road to the POB. Right of way recorded in Book 72, Page 20; Valuation Map V19Fla./11, Parcel 8;

(17) Section 29-35-18 - Lots 1, 2, 3, 4, Block G, New Pearce LESS Tampa Southern Railroad right of way off west of Lots 2 and 3; ALSO a strip of land across Lot 3, Block F, as described in DB 146, Page 251, Public Records of Manatee County, Florida. Parcels 13 and 14, Valuation Map V19Fla./14;

(18) Lots 1-17, inclusive, part of Lot 18, Lots 19-36, inclusive, and Lot 74, as per unrecorded survey of Seaboard Coast Line Railroad Company, Tracks and property, Map #23458-61, dated April 10, 1959, last revised December 2, 1960; being located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 5 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 8, all in Township 36 South, Range 18 East, Sarasota, Sarasota County, Florida; containing approximately 24.8 acres and being shown as a part of Parcel 5, Valuation Map V19Fla./15;

O.R. 1551 PB 0988

4023SAWYER004417

EXHIBIT H

O.R. 1551 PG 0987

(19) A tract of land containing approximately 1.6 acres, being shown as a part of Parcel 7 on Valuation Map V19Fla./S16; said tract of land adjoining and lying west of Grantor's right of way, being approximately 150 feet in width, adjoining the north line of 8th Street and extending northwardly approximately 411 feet being located at Sarasota, Florida;

(20) A tract of land containing approximately 2.6 acres, having dimensions of 150 x 763 feet in size, adjoining any lying north of Grantor's main track right of way; said track of land adjoining the west line of US Highway 301 and extending westwardly approximately 763 feet; being shown as a part of Parcel 2 on Valuation Map V19Fla./S16a; being located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 18-36-18;

(21) Section 22-33-18 - P-3 - 40.00 acres - All of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 22-33-18; parcel 8, Valuation Map V19cFla./2, Manatee County, Florida; ALSO,

All of Grantor's vacated right of way, described as follows:

A. The right of way of the Fort Ogden Extension between Sarasota and Southfort, Florida, being shown on Valuation Map V19Fla./S16b through V19Fla./37.

B. The right of way of the Terra Ceia Spur, between Gillett and Terra Ceia, Florida, being shown on Valuation Map V19aFla./1.

C. The right of way of the Saw Grass Spur, between Seth, Manatee County, Florida, and the Hillsborough County, Florida line, being shown on Valuation Map V19bFla./1 through V19bFla./3.

D. The right of way of the Ellenton Belt between Gillett and Palmetto, Florida, being shown on Valuation Map V19cFla./1 through V19cFla./6.

E. The right of way of Grantor between Bradenton and Matoaka, Florida (MPAZA 917.9 and AZA 924.3), V19Fla./11-Parcels 8-14, V19Fla./12-Parcels 1-11, V19Fla./13-Parcels 1-10 and V19Fla./14-Parcels 1-7.

All real property of any and every kind, nature, and description, including air rights, together with all improvements thereon, and appurtenances thereto, owned by or belonging to Grantor, wherever located in the State of Florida.

Any and all leaseholds and franchises now owned or held by the Grantor for use upon or in connection with or belonging, relating or appertaining to the real estate and other property.

SAVING AND EXCEPTING, However, from this conveyance, any and all property described in deed dated November 15, 1982, from Grantor to Seaboard Coast Line Railroad Company, which deed is recorded in Deed Book , Page , public records of Hillsborough County, Deed Book , Page , public records of Manatee County, ~~Deed~~ Book 1551, Page 290, public records of Sarasota County, and Deed Book , Page , public records of DeSoto County, Florida.

U.S. 1551 PG 0988

It being the intent of Grantor, to convey by this deed, NON-OPERATING PROPERTY ONLY.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD said premises unto Grantee in fee simple forever.

Except as to the matters referred to in the preceding paragraph, Grantor hereby binds itself that the premises are free from encumbrances, that it is seized of said premises in fee and that it will fully warrant and forever defend all and singular said premises unto Grantee against Grantor and all other persons lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed and sealed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Joyce F. Pruder
WR Sellers

TAMPA SOUTHERN RAILROAD COMPANY

By [Signature]
Attest [Signature]
Assistant Secretary



U.S. 1551 PG 0989

FLORIDA FORM

STATE OF FLORIDA
COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments in the State and County above set forth, personally appeared A. C. Jones, Jr. and Robert J. Haulter respectively Vice President and Assistant Secretary of TAMPA SOUTHERN RAILROAD COMPANY

a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged before me the execution thereof as such officers, by virtue of due and proper corporate authority in them vested, and that the said instrument is the act and deed of said corporation.

And the said Robert J. Haulter Assistant Secretary as aforesaid, also acknowledged before me that he affixed to said instrument the corporate seal of said corporation, by like authority in him vested.

WITNESS my signature and official seal in the County and State above set forth, this 15th day of November 19 82

Brenda W. Rice
Notary Public

My commission Expires

Notary Public, State of Florida, at Large
My commission expires Dec. 3, 1984



Dec 15 3 15 PM '82
FILED AND RECEIVED
E. N. BAGNEY JR. CLERK
DUVAL COUNTY, FLA.
239002

150

ASSIGNMENT OF MORTGAGE

OFF REC 361 PAGE 99

Know All Men By These Presents:

137889

That MOBILIFE CORP., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida, party of the first part, in consideration of the sum of Two thousand

three hundred and no/100 Dollars, and other valuable considerations, received from or on behalf of FIRST NATIONAL BANK OF BRADENTON, Bradenton, Florida, a national banking institution, part of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 22nd day of March A. D. 1962 made by George & Russ Mobile Homes Sales, Inc., a Florida corporation

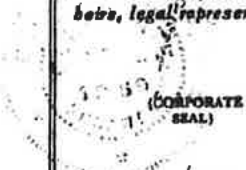
in favor of MOBILIFE CORP., and recorded in O. R. 361, page 97, public records of Sarasota County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

Lot 387 of Tri-Par Estates Subdivision as per plat thereof recorded in Plat Book 16, Page 20, Public Records of Sarasota County, Florida.

FILED AND RECORDED APR 3 2 43 PM '62 MARY M. CLERK STATE OF FLORIDA 137889

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the 22nd day of March, 1962

To Have and to Hold the same unto the said party of the second part, its heirs, legal representatives, successors and assigns forever.



In Witness Whereof the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized the 22nd day of March, A. D. 1962

ATTEST: Rhita M. Hood Assistant Secretary MOBILIFE CORP.

Signed, sealed and delivered in the presence of:

Bo Jindler Alice A. Wilson

By: Ivan Howard Cohen Asst. Vice - President

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 Ivan Howard Cohen and Rhita M. Hood

Asst. well known to me to be the Vice President and Assistant Secretary respectively of the corporation named as party of the first part in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly voted in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of March, A. D. 1962

Alicia G. Buxell Notary Public, State of Florida at large My Commission Expires May 28, 1984

720328 (8)

OFF REC 1145 PG 445

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

Robert J. Stinnett
of the Law Office of
STINNETT, SURFUS & MARTIN
2072 Ringling Boulevard
SARASOTA, FLORIDA 33577

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 11TH day of NOVEMBER 1976. **Between**

GEORGE H. HANSHAW and MARTHA B. HANSHAW

of the County of **Sarasota**, State of **Florida**, grantor, and

FOREST LAKES ASSOCIATION, INC., a Florida corporation not for profit,

whose post office address is

of the County of **Sarasota**, State of **Florida**, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00)

----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Sarasota** County, Florida, to-wit:

The East five feet of that part of Tract 7, Block 4, Section 34, Township 36 South, Range 18 East, Phillippi Creek Farms Subdivision, as per plat thereof in Plat Book A, page 50, Sarasota County Public Records, lying West of S.C.L. R.R. right-of-way.

SUBJECT to taxes for 1977 and subsequent years.

DART, DICKINSON, O'RIORDEN & GIBBONS
ATTORNEYS AT LAW
P. O. BOX 3879
SARASOTA, FLORIDA 33578



FILED AND RETURNED
TO THE CLERK
OF THE COUNTY OF FLA.
NOV 12 2 08 PM '76

720328

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

George H. Hanshaw (Seal)
Martha B. Hanshaw (Seal)
Robert J. Stinnett (Seal)
Robert J. Stinnett (Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

GEORGE H. HANSHAW and MARTHA B. HANSHAW to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

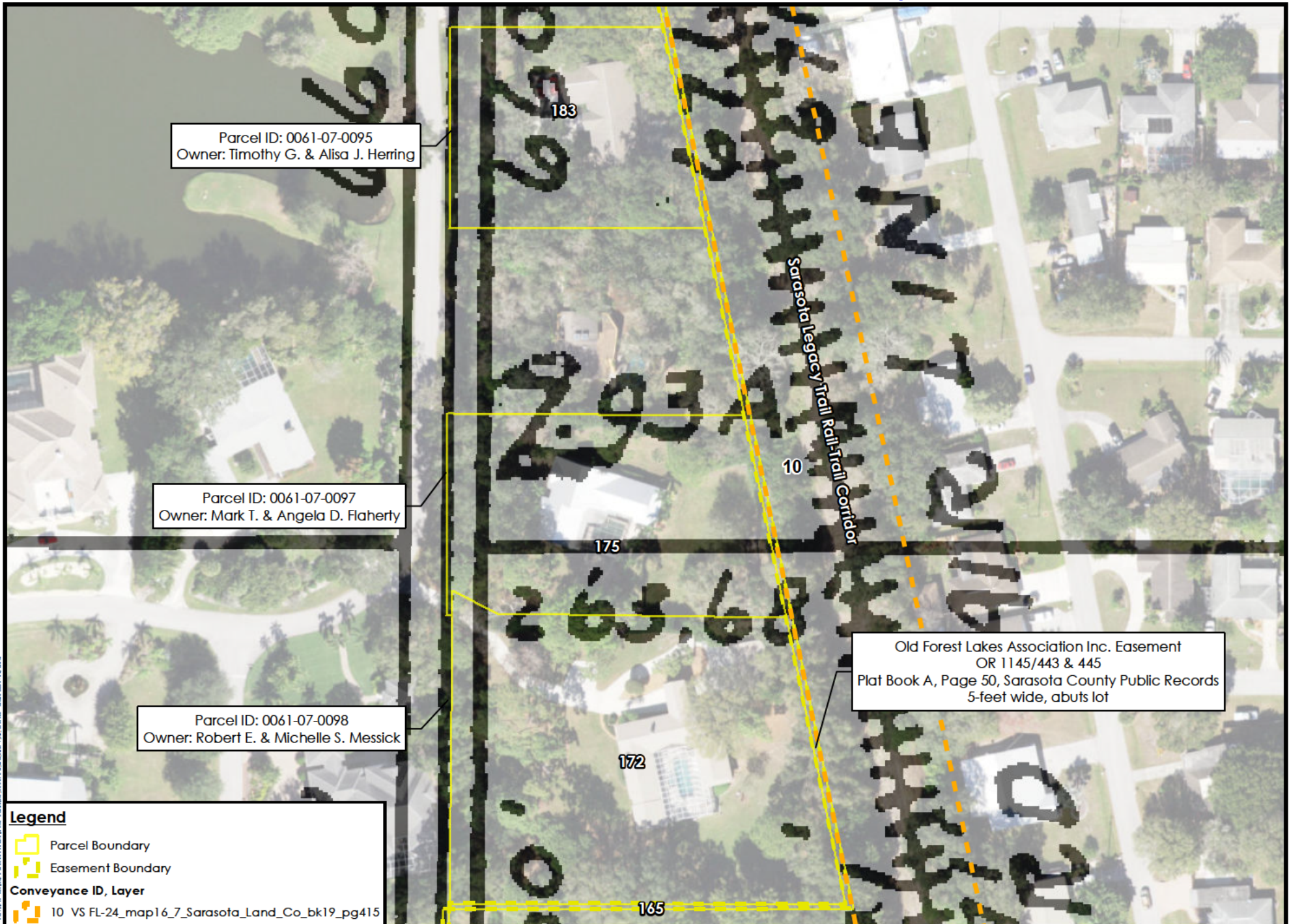
WITNESS my hand and official seal in the County and State last aforesaid this 11TH day of NOVEMBER 1976.

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 30 1980
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 1145 PG 445

4023SAWYER004422
EXHIBIT H

EXHIBIT I



Parcel ID: 0061-07-0095
Owner: Timothy G. & Alisa J. Herring

Parcel ID: 0061-07-0097
Owner: Mark T. & Angela D. Flaherty

Parcel ID: 0061-07-0098
Owner: Robert E. & Michelle S. Messick

Old Forest Lakes Association Inc. Easement
OR 1145/443 & 445
Plat Book A, Page 50, Sarasota County Public Records
5-feet wide, abuts lot

Legend

- Parcel Boundary
- Easement Boundary

Conveyance ID, Layer

- 10 VS FL-24_map16_7_Sarasota_Land_Co_bk19_pg415

Legacy Trail - Sarasota County, Florida
Map ID: 172, 175, 183 - Old Forest Lakes Properties
January 2023

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd, Suite 600
Tampa, FL 33602
tel 813.223.9500
fax 813.223.0009

0 50 100 Feet

EXHIBIT I

Prepared by: C.J.B. 01/18/23



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