

## Exhibit B

### AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“the Agreement”) between CITY OF VENICE, a municipal corporation of the State of Florida, whose post office address is 401 W. Venice Ave, Venice, FL 34285 (the “City”) and SARASOTA COUNTY, a political subdivision of the State of Florida, with an address of 1660 Ringling Blvd Sarasota, Florida 34236 (the “County”). City and County may be individually referred to as a “Party” and together referred to as the “Parties.”

**WHEREAS**, County desires to obtain from City that real property described on Exhibit “A” attached hereto (referred to herein as “Regional Park Property”) for use as a regional athletic park consistent with its current use; and

**WHEREAS**, upon conveyance of the Regional Park Property to the County, the County will operate the Regional Park Property as a regional athletic park consistent with its current use subject to appropriations for funding and budgetary considerations, and the City shall retain a reversionary interest in the Regional Park Property if the County ceases to operate and maintain the Regional Park Property as a regional athletic park for a period of one (1) year or more; and

**WHEREAS**, a separate Funding Agreement, executed contemporaneously herewith, establishes the funding terms for the City and County towards the future redevelopment and improvement of the Regional Park Property; and

**WHEREAS**, on or about January 9, 1999, the City self-reported to the Florida Department of Environmental Protection (“FDEP”) a discharge at the Regional Park Property; and

**WHEREAS**, in coordination with FDEP, the City has assessed, remediated, and monitored the release, with FDEP ultimately determining no further action is required besides institutional controls including the recording of a Declaration of Restrictive Covenant; and

**WHEREAS**, receipt by the City of a Conditional Site Rehabilitation Completion Order from FDEP is a condition precedent to closing, along with proof of recording the Declaration of Restrictive Covenant required by FDEP.

**NOW, THEREFORE**, the Parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein.
2. **PROPERTY.** City agrees to convey to County, pursuant to the terms and conditions hereinafter set forth, the Regional Park Property.
3. **PURCHASE PRICE.** In consideration of the transfer of the Regional Park Property to the County, the County agrees to perpetually operate the Regional Park Property as a regional park.

4. **EFFECTIVE DATE.** The “Effective Date” shall be the date on which a fully executed copy of the Agreement is received by both the County and the City.

5. **INTEREST CONVEYED.** At Closing, City will execute and deliver to County a Special Warranty Deed (“Deed”), in substantially the same form attached hereto as Exhibit “B” and made a part hereof, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances except for those identified in Paragraph 9 herein unless otherwise agreed to by County.

6. **TITLE INSURANCE.** This Agreement is subject to County’s title insurance commitment, which shall be issued by a Florida licensed title insurer and obtained by the County (the “Title Commitment”) within ninety (90) days after the Effective Date, at County’s expense, agreeing to issue to County, upon recording of the Deed to County, an owner’s policy of title insurance insuring County’s title to the Regional Park Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement. County shall select a closing agent for this transaction.

7. **DEFECTS IN TITLE.** City shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement. Marketable title shall be determined according to current applicable Title Standards adopted by authority of the Florida Bar. County shall have thirty (30) days from date of receiving the Title Commitment to examine it. If title is found defective, County shall, within thirty (30) days of receiving the Title Commitment, notify the City in writing specifying the defects. If the defects render title unmarketable, City will, in its sole discretion, either 1) notify County within twenty (20) days that it does not wish to remove or cure such title defects, or 2) shall have thirty (30) days from receipt of notice within which to remove the defects (“Title Cure Period”). If City elects to not remove or cure the defects under the first scenario above, it shall not be in default under this Agreement; under such scenario, County may choose to 1) take the property as-is subject to the title defects, 2) attempt to remove or cure the defects itself and at its own expense, or 3) terminate this Agreement, and if terminated County and City shall bear their own respective costs and shall be released of all further obligations to each other under this Agreement. If the City does attempt to cure the defects and is using diligent effort to do so during the Title Cure Period, then City, at its own option, may extend the Title Cure Period by a period of up to forty-five (45) days upon written notice to County delivered prior to the expiration of the Title Cure Period. County shall have the option, exercisable within ten (10) days of receipt of City’s written notice of its unwillingness or inability to cure the defects after attempting to do so during the Title Cure Period, of either accepting title with existing defects or electing to terminate this Contract. If County elects to terminate the contract, County and City shall be released of all further obligations to each other under the Contract.

8. **SURVEY.** City shall, at City’s expense, have a survey of the Regional Park Property prepared within seventy-five (75) days of the Effective Date. If the survey shows encroachments on the Regional Park Property or that improvements located on the Regional Park Property encroach on setback lines, easements, lands of others or violate any restrictions or regulations affecting the Regional Park Property, the same shall constitute a title defect, under Paragraph 7 herein.

9. **RESTRICTIONS, EASEMENTS, LIMITATIONS.** City shall convey the Regional Park Property to County by the Deed, subject to easements, reservations, and restrictions of record including but not limited to zoning restrictions, prohibitions and other requirements imposed by governmental authority.

- a. **Utilities Easement.** Upon the Closing, the County shall grant the City a blanket utilities easement for the purposes of future access, repair, maintenance, and replacement of utilities infrastructure within the Regional Park Property in a form reasonably acceptable to the City (“Utility Easement”). The easement shall provide that any damages to the Regional Park Property resulting from the City’s use shall be restored to existing condition or better. The Utility Easement shall provide that the City may not utilize more of the Property for utilities infrastructure than what is currently utilized by the City for utilities infrastructure.

The Utility Easement shall further provide that the existing City booster pump station and storage tank on the Regional Park Property will remain in place unless and until the facilities are decommissioned in the future as determined by the City or other regulatory agency having jurisdiction. All costs associated with the operation, maintenance, decommissioning, and removal of these facilities will remain the responsibility of the City. Once decommissioning and removal is complete, this land area may be incorporated into use by the County for the Regional Park Property.

The Utility Easement shall further provide that the County shall provide sufficient capacity to accommodate drainage and storage of stormwater discharged from the City’s public works property (“Public Works Property”) located southeast of the Property which is approximately 4.2 acres. Such facilities shall be sized to accommodate drainage from the Public Works Property based on a seventy-five percent (75%) impervious surface area of the Public Works Property.

10. **CLOSING DATE.** Subject to County completing its title examination and satisfactorily completing its other due diligence investigations as provided in this Agreement, this transaction shall be closed and the Deed, and other closing documents delivered no earlier than thirty (30) days after the end of the Inspection Period (defined below) and no later than the earlier of (i) thirty (30) days after the City records the Declaration of Restrictive Covenant required by the FDEP for Wellfield Park and receives a Conditional Site Rehabilitation Completion Order or (ii) three hundred sixty-five (365) days after the Effective Date (the “Closing”). At Closing, City shall deliver possession of the Regional Park Property to County. Between the Effective Date and the Closing, City covenants and warrants that City shall keep the Regional Park Property in substantially the same condition as it exists on the Effective Date. City further covenants to keep the Regional Park Property in good, safe and sanitary condition prior to Closing. City shall bear the risk of loss prior to the Closing.

11. **PLACE OF CLOSING.** Closing shall be held at the Office of the County Attorney, 1660 Ringling Blvd., Second Floor, Sarasota, Florida 34236 or at a place designated by the County.

12. **DOCUMENTS FOR CLOSING.** County shall prepare and City shall execute closing documents consisting of the Deed, in the form as attached hereto as Exhibit “B”, bill of sale (if applicable), mortgagee estoppel letters, if any, closing statement, corrective instruments, City’s affidavit(s), and all other closing documents reasonably deemed necessary by County to close the transaction which are consistent with this Agreement. All documents which the City is required to execute and deliver at Closing, shall be provided in final form to the City (and/or its designated legal counsel) for review and approval, not less than ten (10) days prior to a scheduled Closing. Within ninety (90) days of the Effective Date, City agrees at its expense, as applicable, to deliver all existing surveys, engineering documents, plans that show the location of existing utility lines, title policies, permits, existing leases of the Regional Park Property, all submitted rezoning petitions or rezoning request and development plans submitted to or approved by the appropriate governmental agencies having jurisdictions over the Regional Park Property, all investigations and reports completed on the Regional Park Property and “as built” drawings to the extent that the foregoing documents are readily accessible and in the possession of the City.

13. **EXPENSES.** Both Parties are exempt from paying documentary stamp taxes. County shall pay for the recording fee for Deed, any recording charges for corrective instruments, or instruments needed to clear title, and the costs for the transaction. Both Parties acknowledge that they have not dealt with any real estate broker, agent, salesperson or third person in connection with the purchase and sale of the Regional Park Property in a manner that would cause a brokerage commission to be due. County and City are not responsible for any of the other’s attorney fees for settlement/contract negotiations and transfer of the Regional Park Property. This provision shall survive closing.

14. **COUNTY’S RIGHT TO INVESTIGATE.** The parties acknowledge that the City is conveying the Regional Park Property to the County “as-is”, and the City does not have any affirmative obligation to clean, improve, or remove any items from the Regional Park Property. Notwithstanding the foregoing, City agrees that after the date of this Agreement, employees, agents and contractors of County shall have the right, upon reasonable prior notice to City, to enter the Regional Park Property for all lawful purposes permitted under this Agreement. The inspection period shall begin on the Effective Date of this Agreement and shall end one hundred twenty (120) days after the Effective Date (“Inspection Period”). During the Inspection Period, County shall be permitted to go on the Regional Park Property. Prior to the Closing, County shall have the right to enter the Regional Park Property for the purpose of inspection to ensure that there has been no material change in the condition of the Regional Park Property between the Effective Date and the Closing, reasonable wear and tear excepted. County shall have the right to make such legal, factual and other inquiries and investigations as County deems necessary, desirable and appropriate with respect to the Regional Park Property. Such inquiries and investigations shall be deemed to include, but shall not be limited to, any leases and contracts pertaining to the Regional Park Property, the physical components of all portions of the Regional Park Property, all improvements, verification that field elevations and subsurface soils are appropriate for the County’s intended use of the Regional Park Property, taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements, any other state of facts which exists with respect to the Regional Park Property, such state

of facts as an accurate survey and inspection would show, and zoning ordinances, resolutions and regulations of the city, county and state where the Regional Park Property is located. County will not damage the Regional Park Property during its investigation or testing and shall, upon completion thereof, restore the Regional Park Property to its condition prior to such investigations or testing. County shall have the option to terminate the Agreement if in County's sole opinion the results of the investigations and inquiries are not acceptable for any reason. County shall notify City not less than one hundred forty-five (145) days after the Effective Date hereof of its election to terminate the Agreement; otherwise, this condition shall be deemed to have been satisfied.

15. **RISK OF LOSS.** City assumes all risk of loss or damage to the Regional Park Property prior to the date of Closing, and warrants that as of the date of Closing, the Regional Park Property will be in the same or substantially the same condition as of the Effective Date, ordinary wear and tear and the more specific provisions of this section 15 excepted. If at any time prior to the Closing, the Regional Park Property, or any part thereof is destroyed or damaged by fire or other casualty, then County, at its sole discretion, may elect to cancel this Agreement, whereupon neither Party hereto shall have any further rights or obligations hereunder. In the event of condemnation of all or any part of the Regional Park Property prior to Closing, either City or County shall have the right to terminate this Agreement without obligation with written notice to the other.

16. **WARRANTIES.**

a. City hereby acknowledges and represents to the best of its knowledge, without investigation, that the Regional Park Property does not contain any hazardous substances, as defined hereinafter in excess of allowable limits under either federal or state law. As used herein, the term "hazardous substance" includes but is not limited to, any material, substance, waste, or similar term which is defined as a hazardous material under the laws of the State of Florida; the Federal Water Pollution Control Act (33 U.S.C. Section 1317); the Federal Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) and (SARA) (42 U.S.C. Section 9601, et seq.); the Federal Toxic Substances Control Act; or any rule or regulation of the Environmental Protection Agency, the Occupational Safety and Health Administration, or any such similar state or local agency having jurisdiction over the Regional Park Property.

b. City acknowledges and represents unto County that City has not entered into any valid and outstanding leases affecting the Regional Park Property and City has not granted any parties any rights to use or possession of the Regional Park Property or any portion thereof. The Regional Park Property shall be conveyed to County at Closing free and clear of any outstanding leases or rights in other parties to use or possess the Regional Park Property. If any leases exist on the Regional Park Property, City shall provide the County with copies of all leases within ninety (90) days from the Effective Date. County shall have thirty (30) days from the Effective Date to review and approve said leases.

c. City acknowledges that on or about January 9, 1999, the City self-reported to the FDEP a discharge at the Regional Park Property and represents that as a condition precedent to closing a Declaration of Restrictive Covenant will be recorded as required by the FDEP and a Conditional Site Rehabilitation Completion Order will be obtained by the City from the FDEP. As a measure of good faith, the City has provided to the County a Provisional No Further Action Proposal Approval from the FDEP, a copy of which is attached hereto as Exhibit "C", as well as a draft copy of the Declaration of Restrictive Covenant.

17. **ENVIRONMENTAL AUDIT.** Within one hundred twenty (120) days of the Effective Date, County shall have the right to employ the services of a firm to conduct a Phase I and Phase II Environmental Assessment of the Regional Park Property. In the event the assessment indicates the existence of facts which would constitute a violation of the warranties set forth in Paragraph 15, then County may terminate the Agreement upon written notice to the City delivered within one hundred forty-five (145) days from the Effective Date.

18. **SOIL BORING.** Within one hundred twenty (120) days of the Effective Date, County shall have the right to employ the services of a firm or firms to conduct a soil boring assessment. In the event any such report indicates that the Regional Park Property is not sufficient to accommodate County's intended purposes, then County may terminate the Agreement upon written notice to the City delivered within one hundred forty-five (145) days from the Effective Date.

19. **CULTURAL RESOURCES ASSESSMENT SURVEY.** Within one hundred twenty days (120) of the Effective Date, County and/or its representatives shall have the right to access and test the Regional Park Property for the purpose of conducting a Cultural Resources Assessment Survey. Typical survey testing will include but not be limited to below surface testing every 25 meters, surface reconnaissance and photography. If a cultural resource is identified on the Regional Park Property, County and/or its agents shall have the right to perform a complete evaluation of the resource. All data collected will remain the property of the County. Any artifacts collected during the survey will be collected and removed for study. If the Regional Park Property is conveyed, then the artifacts will remain in the possession of the County. If the Regional Park Property is not conveyed, then the artifacts will be returned to the City. In the event a significant resource is identified on the Regional Park Property, that would limit the County's ability to use the Regional Park Property for its intended purpose, County may elect to terminate the Agreement upon written notice to the City delivered within one hundred forty-five (145) days from the Effective Date.

20. **CONDITIONS OF CLOSING.**

a. **Utilities.** The cost of the utilities through the Closing shall be paid pursuant to the existing Interlocal Agreement between the City and the County.

b. **Taxes.** Tangible property taxes shall be paid in their entirety by City.

- c. Liens. City shall furnish to County at time of Closing an affidavit attesting to the absence of any financing statements, claims of lien or liens known to City and further attesting that there have been no improvements or repairs to Regional Park Property for ninety (90) days immediately preceding the Closing, the cost of which remain unpaid. Liens for special assessments shall be paid by City prior to the Closing or credited to County as hereinafter provided. The amount of a certified lien shall be discharged by City prior to the Closing, and City shall provide receipts, satisfactions or releases proving such payment. The amount of any pending lien shall be assumed by County with an appropriate credit given to County against the Purchase Price. At such time as the full amount of said lien is determined the difference between the amounts shall be paid to the party that is entitled to the adjustment. If liens are contested by City, the amount sufficient to fully discharge the lien shall be held in escrow at Closing until the lien is discharged of record.
- d. Declaration of Restrictive Covenant. Prior to conveyance, the City is responsible for finalizing and recording the Declaration of Restrictive Covenant required by the FDEP for Wellfield Park, a draft copy of which is attached hereto as Exhibit "D", and obtaining a Conditional Site Rehabilitation Completion Order from the FDEP.

21. **SEVERABILITY.** In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of the Agreement shall not be affected.

22. **ACCESS.** City warrants that there is direct legal and actual physical access to the Regional Park Property over public roads or valid, recorded easements that benefit the Regional Park Property.

23. **WAIVER.** Any failure by either Party to insist upon strict performance of any provision, covenant or condition of the Agreement by the other Party hereto, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

24. **ADDENDUM/EXHIBITS.** All Exhibits attached to this Agreement and referenced in this Agreement will be considered part of this Agreement.

25. **NOTICES TO PARTIES.** Whenever either Party desires or is required to give notice to the other party it must be given in writing, and either delivered personally, or by mail, or overnight courier to the persons identified below at the address identified below, or to such other person or address as is designated in writing by a party to this Agreement. Any notice given by mail shall be effective two (2) days after the same is mailed. Notice given by overnight courier shall be effective one (1) day after the same is given to the overnight courier. All other notices shall be effective when actually received.

To City: City of Venice  
c/o Mayor  
401 W. Venice Ave.  
Venice, FL 34285

With a Copy  
To City Attorney: Kelly Fernandez, Esq.  
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.  
236 Pedro St.  
Venice, FL 34285

To County: Director  
Parks, Recreation and Natural Resources  
Sarasota County Government  
1660 Ringling Blvd.  
Sarasota, FL 34236

With a Copy  
To Office of the  
County Attorney: Office of the County Attorney  
1660 Ringling Blvd., 2<sup>nd</sup> Floor  
Sarasota, FL 34236

26. **SURVIVAL.** All of the respective warranties and representations of City and County set forth in this Agreement will survive the Closing for a period of twelve (12) months.

27. **AUTHORIZATION.** The Parties executing this Agreement on behalf of City and County are duly authorized to execute and deliver this Agreement.

28. **DEFAULT AND REMEDIES.** If either Party defaults under this Agreement, the non-defaulting Party may (1) waive the default and proceed to closing and/or (2) may recover its actual out-of-pocket third-party costs incurred in connection with this Agreement.

29. **EXECUTION BY CITY AND COUNTY COMMISSIONERS.** Notwithstanding any action taken on the Agreement by the City Council or the County Board of Commissioners, or any agent thereof, or City or County employee, the Agreement shall not be enforceable against the City or County unless approved by the City Council or County Board of Commissioners and executed by the Mayor of the City and the Chairman of the Board of County Commissioners.

30. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement and understanding between the Parties pertaining to its subject matter and supersedes all prior



and contemporaneous Agreements, representations, and understandings of the Parties. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by both City and County. The City Manager shall have the authority to enter into amendments to this Agreement on behalf of the City which alter the time periods for performance and/or other non-material terms of this Agreement.

31. **DISPUTE RESOLUTION, VENUE, GOVERNING LAW.** In the event of a dispute between the Parties under this Agreement, the City Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator to address. The decision of the City Manager and the County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, then the matter shall be referred to the Commission and Council, who jointly may elect to hold a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes. The venue shall be Sarasota County, Florida. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida.

32. **NO PARTNERSHIP OR JOINT VENTURE.** The relation of County and City hereunder is that of City and County only, and none of the provisions of this Agreement are intended to or serve to create a partnership or joint venture.

33. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

34. **TIME.** Time is of the essence with regard to all dates and times set forth in this Agreement. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to the next full business day.

35. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

36. **ENERGY.** In accordance with the requirements of Section 553.996, Florida Statutes, County acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure and acknowledges that it may have the energy-efficiency rating of the building(s) being acquired determined.

*Remainder of page intentionally blank*

**IN WITNESS WHEREOF**, the City has executed this Contract this \_\_\_\_ day of \_\_\_\_\_, 2024

**CITY:**

CITY OF  
VENICE, FLORIDA, a  
municipal corporation  
of the State of Florida

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

Kelly Michaels

BY: \_\_\_\_\_  
City Clerk

Reviewed and Approved for Content

By: \_\_\_\_\_ City Attorney

**“COUNTY”**

Board of County Commissioners  
of Sarasota County, Florida

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

ATTEST:

Karen E. Rushing, Clerk of  
the Circuit Court and ex-  
officio Clerk of the Board of  
County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

Approved as to form and correctness

\_\_\_\_\_  
County Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF REGIONAL PARK PROPERTY**

The legal description of the Property shall be determined by the Survey obtained by the City. The approximate boundary lines of the Property are generally depicted on the aerial attached hereto which consists of the following property:

Wellfield Park located at 1300 Ridgewood Ave., Venice, Florida (Parcel Identification No. 0411040001) less the area occupied and utilized by the Public Works building in the Southeast portion of the parcel

and

Approximately 4.2 acres of Pinebrook Park located at 1251 Pinebrook Road, Venice, Florida (Parcel Identification No. 0402040001).

The County's title to the Property shall be subject to the Utility Easement.

EXHIBIT "B"  
SPECIAL WARRANTY DEED TO THE COUNTY

Prepared By:

Michael T. Hankin, Esq.  
Hankin & Hankin  
100 Wallace Avenue, Suite 100  
Sarasota, Florida 34237

Parcel IDs#: 0411040001 and 0402040001

Sales Price: \_\_\$10.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by CITY OF VENICE, a municipal corporation of the State of Florida, whose post office address is 401 W. Venice Ave., Venice, Florida 34285 (the "Grantor") and SARASOTA COUNTY, a political subdivision of the State of Florida, whose post office address is 1660 Ringling Blvd., Sarasota, Florida 34236 (the "Grantee").

(wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations):

W I T N E S S E T H:

THAT THE SAID GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said Grantee, its heirs, legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in Sarasota County, State of Florida:

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

TOGETHER WITH all the improvements thereon, and all easements, appurtenances, and fixtures which area a part thereof.

TO HAVE AND TO HOLD the same in fee simple forever.

THIS CONVEYANCE is further subject to the requirement that the Land be utilized by the Grantee perpetually as a regional athletic park consistent with its current use ("Restriction") and further subject to the Utility Easement of even date from the Grantee to the Grantor ("Utility Easement"). The term "Grantor" as used below includes the successors and assigns of Grantor. The Restriction and Utility Easement shall be binding upon the Grantee and its successors and assigns and shall run with the Land. If the Land shall cease to be used as a regional athletic park for one (1) year or more, then the Grantor shall have the right to re-enter the Land, and upon

exercise of such right of re-entry, all right, title and interest of the Grantee shall immediately cease, and all right, title and interest in the Land shall revert to the Grantor.

AND GRANTOR hereby covenants with Grantee that, subject to and except for easements and restrictions of record, if any, Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that the Lands are free from all encumbrances made by Grantor except as provided herein, and Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but not against the claims of any others.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_  
\_\_\_\_\_

CITY OF VENICE, a municipal corporation  
of the State of Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by means of physical appearance: \_\_\_ or online notarization: \_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of CITY OF VENICE, a municipal corporation of the State of Florida, who is personally known to me: \_\_\_ or who has produced a driver's license as identification: \_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(Type, Print, or Stamp Name)

I am a Notary Public in and for the State of Florida and my commission expires on: \_\_\_\_\_.

Exhibit "A"  
Legal Description

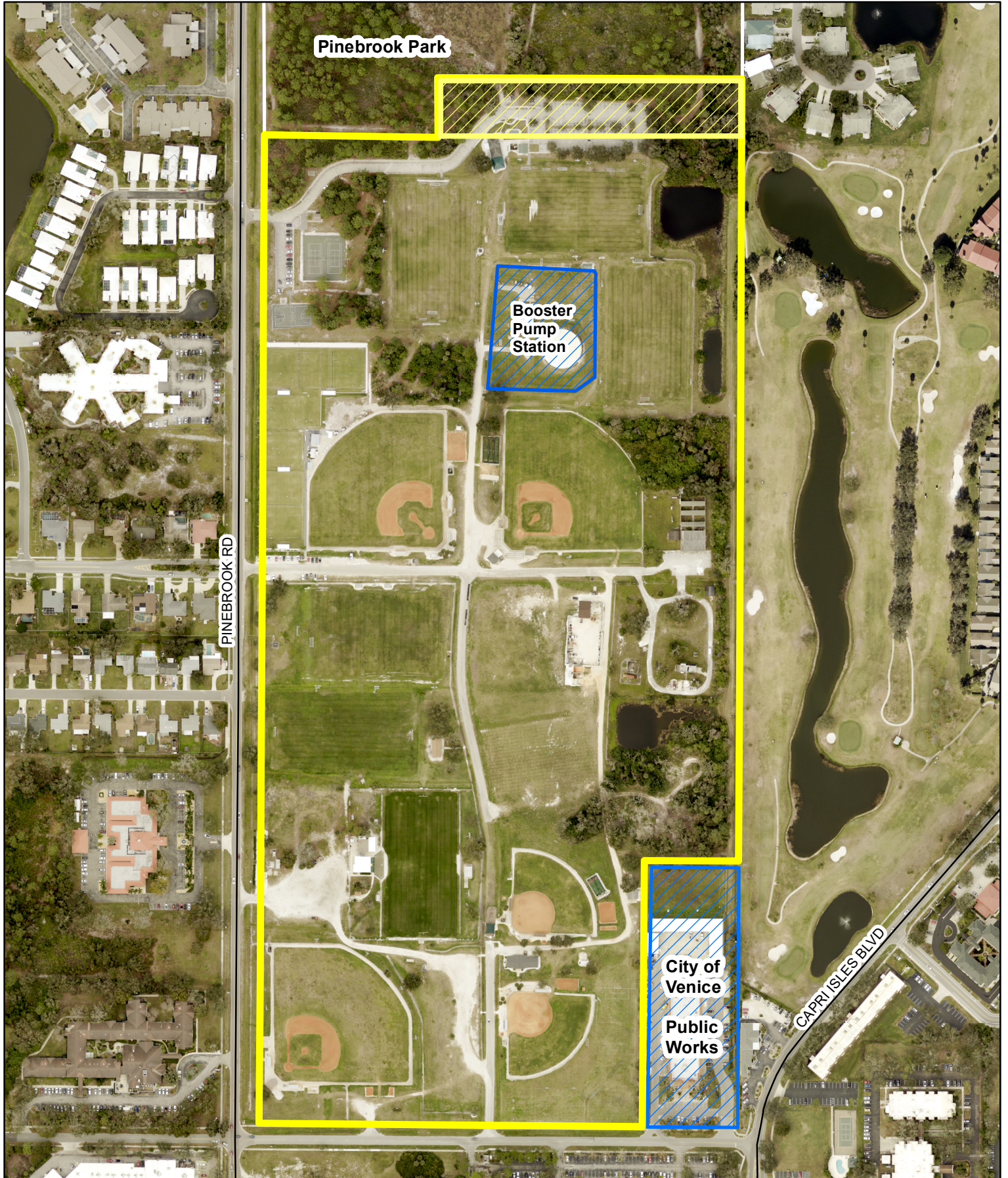
The legal description of the Property shall be determined by the Survey obtained by the City. The approximate boundary lines of the Property are generally depicted on the aerial attached hereto which consists of the following property:

Wellfield Park located at 1300 Ridgewood Ave., Venice, Florida (Parcel Identification No. 0411040001) less the area occupied and utilized by the Public Works building in the Southeast portion of the parcel

and

Approximately 4.2 acres of Pinebrook Park located at 1251 Pinebrook Road, Venice, Florida (Parcel Identification No. 0402040001).

# Wellfield Park



Map published using ArcGIS 10.x by kheuberg on Sunday, August 4, 2024





## EXHIBIT "C"



# FLORIDA DEPARTMENT OF Environmental Protection

South District  
Post Office Box 2549  
Fort Myers, Florida 33902-2549  
SouthDistrict@FloridaDEP.gov

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

February 19, 2021

### Electronic Mail

Mr. James Clinch  
City of Venice  
401 W Venice Ave  
Venice, FL 34285-2006  
Email: JClinch@Venicegov.com

Subject: Provisional No Further Action Proposal Approval  
Venice Wellfield Park Landfill Part A -1900  
1300 Ridgewood Ave  
Venice, Sarasota County, FL  
FDEP Facility ID # ERIC\_5726

Dear Mr. Clinch:

Excluding any proposed institutional controls and, if applicable engineering controls, the Department has reviewed Supplemental Groundwater Quality Data to Support No Further Action with Controls – Risk Management Option (RMO) III Proposal (SGWNFAC) submitted October 13, 2020, at the subject facility. All the documents submitted to date are adequate to meet the site assessment requirements of Rule 62-780.600, Florida Administrative Code (F.A.C.). In addition, documentation submitted with the SGWNFAC confirms that technical criteria set forth in Subsection 62-780.680(2) or (3), F.A.C., may be met assuming the appropriate institutional controls and restrictions and, if appropriate, engineering controls, are in place. Namely that:

- a. The contamination is properly delineated and the plume is stable or shrinking;
- b. Free product is not present;

Maps of the source property, analytical summary tables, and professional certification are included in SGWMFAC and previous submittals. This report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), which can be found in the Department's document repository at: [https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=hitlist&\[freeText=\]&\[folderName=\]&\[profile=Administrative%2BCleanup\\_Remediation%2BDiscovery\\_Compliance%2BDocument\\_Review%2BEligibility%2BEnforcement\\_Legal\]&\[creator=\]&\[entityType=any\]&\[createdDateTo=\]&\[catalog=5\]&\[searchBy=Profile\]&\[sortBy=Document+Date\]&\[createdDate=\]&\[County=EQ\\_SARASOTA\]&\[District=EQ\\_SWD\]&\[Facility-Site+ID=EQ\\_ERIC\\_5726\]](https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=hitlist&[freeText=]&[folderName=]&[profile=Administrative%2BCleanup_Remediation%2BDiscovery_Compliance%2BDocument_Review%2BEligibility%2BEnforcement_Legal]&[creator=]&[entityType=any]&[createdDateTo=]&[catalog=5]&[searchBy=Profile]&[sortBy=Document+Date]&[createdDate=]&[County=EQ_SARASOTA]&[District=EQ_SWD]&[Facility-Site+ID=EQ_ERIC_5726])

For a closure pursuant to Rules 62-780.680(2) or (3), the appropriate restrictions must be in place with the appropriate institutional controls, and, if applicable, engineering controls. Such restrictions should include:

1. Access to and use of a public water supply to ensure that no contaminant exposure from using the groundwater as a potable water source resulting in a risk to human health, public safety or the environment will occur.

2. All monitoring wells, injection wells, extraction wells, and sparge wells will be required to be properly plugged and abandoned before the Department issues a Conditional Site Rehabilitation Completion Order (SRCOC).
3. Information about the above property will be maintained on the Department's Contamination Locator Map website and on the Institutional Controls Registry website.

Before an SRCOC may be issued by the Department you must provide the supporting documents necessary for the proposed restrictive covenant or other institutional control(s) to be evaluated (see the Institutional Control Procedures Guidance Document for assistance at <http://www.dep.state.fl.us/waste/categories/brownfields/pages/ICR.htm> ). The proposed institutional control(s) must adequately address each of the restrictions listed above. Once all of the necessary information is submitted to the Department, we will work with the Department's Office of General Council to evaluate the proposed institutional control(s).

Once the institutional control and, if applicable, engineering control have been provisionally approved by the Department you must provide constructive notice pursuant to Subsection 62-780.220(7), F.A.C., within 30 days after that provisional approval. Once the Department approves the complete engineering and institutional control packet and constructive notice has been provided, if no objections to the Department's proposed action are received during the 30-day comment period, the Conditional SRCO may be issued.

Any questions regarding the Department's review of the Supplemental Groundwater Quality Data to Support No Further Action with Controls – Risk Management Option (RMO) III Proposal (SGWNFAC) should be directed Natalie Hardman at 2295 Victoria Ave, Suite 364, Fort Myers, FL 33902, (239) 344-5692, [Natalie.Hardman@floridadep.gov](mailto:Natalie.Hardman@floridadep.gov). The FDEP Facility Number for this site is **ERIC\_5726**. Please use this identification on all future correspondence with the Department. **Whenever possible, please submit written document(s) electronically to [FTM.Tanks.Cleanup@dep.state.fl.us](mailto:FTM.Tanks.Cleanup@dep.state.fl.us).**

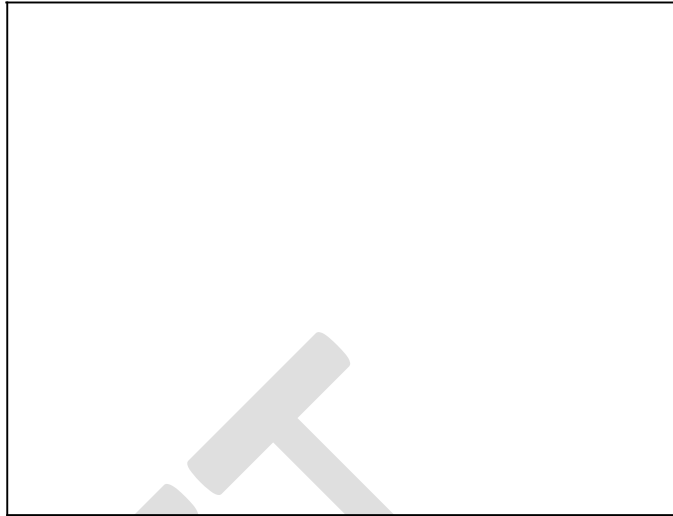
Sincerely,



Natalie Hardman  
Environmental Consultant  
South District, Department of Environmental Protection  
[Natalie.Hardman@floridadep.gov](mailto:Natalie.Hardman@floridadep.gov)

cc: Jack Garbade, The Colinas Group, Inc., [colinas@mindspring.com](mailto:colinas@mindspring.com)

## EXHIBIT "D"



After recording return to:  
Kelly M. Fernandez, Esq.,  
Persson, Cohen, Mooney, Fernandez &  
Jackson, P.A.  
236 Pedro Street  
Venice, Florida 34285

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by the City of Venice, a Florida municipal corporation, (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "DEP"). This Declaration, made pursuant to either Chapter 376 or 403, Florida Statutes (F.S.), is neither extinguished nor affected by the Marketable Record Title Act in accordance with section 712.03, F.S.

### RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Sarasota, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property"). The portions of the Property that are being restricted by this Declaration are more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter collectively the "Restricted Property").

B. The DEP Facility Identification Number for the Restricted Property is ERIC\_5726. The facility name at the time of this Declaration is Wellfield Park Landfill. This Declaration addresses the discharge that was reported to the DEP on January 9, 1999.

C. The discharge of molybdenum, antimony and arsenic on the Restricted Property is documented in the following reports that are incorporated by reference:

- Site Assessment Report for the Wellfield Park Landfill, Sarasota, Florida prepared by Professional Service Industries, Inc. dated January 9, 1999
- Groundwater Sampling Report for the Wellfield Park Public Recreation Area, Pinebrook Road & Lucayan Avenue, City of Venice, Florida prepared by GFA International dated March 7, 2002
- Current Groundwater Quality Results from Wellfield Park Public Recreation Area, Venice Avenue and Meadowbrook Street, City of Venice, Sarasota County, Florida prepared by prepared by Alliance Consulting & Environmental Services, Inc. dated December 5, 2007.
- Site Assessment Report City of Venice Wellfield Park Site (#123950), FDEP Project # 75224, Venice, Sarasota County, Florida, prepared by the Colinas Group, Inc. dated July 21, 2009.
- Site Assessment Report Addendum City of Venice Wellfield Park Site (#123950), FDEP Project # 75224, Venice, Sarasota County, Florida, prepared by the Colinas Group, Inc. dated April 29, 2010.
- Site Assessment Report Addendum II City of Venice Wellfield Park Site (#123950), FDEP Project # 75224, Venice, Sarasota County, Florida, prepared by the Colinas Group, Inc. dated July 11, 2011.
- FDEP Conditional Site Assessment Approval Letter dated October 26, 2012
- FDEP Approval Letter for Groundwater Monitoring Report and Natural Attenuation Monitoring Plan (GWMR/NAMP) dated August 27, 2013, prepared by The Colinas Group, Inc. (TCG), dated September 3, 2013.
- No Further Action Proposal With Controls - Risk Management Option III Proposal, City of Venice Wellfield Park Site, Venice, Sarasota County, Florida FDEP SITE No. COM \_123950 prepared by The Colinas Group, Inc. (TCG), dated December 9, 2019
- Supplemental Information to Support No Further Action with Controls - Risk Management Option (RMO) III Proposal for Wellfield Park Public Recreation Area 1300 Ridgewood Avenue, Venice, Florida FDEP Waste Cleanup Site # COM\_123950 prepared by The Colinas Group, Inc. (TCG), dated July 20, 2020
- Report of Laboratory Analysis for Groundwater Sample(s) prepared by Pace Analytical Services-Ormond Beach, dated October 6, 2020
- Supplemental Groundwater Quality Data to Support No Further Action with

Controls – Risk Management Option (RMO) III Proposal for Wellfield Park Public Recreation Area 1300 Ridgewood Avenue, Venice, Florida FDEP Waste Cleanup Site # COM\_123950 prepared by The Colinas Group, Inc. (TCG), dated October 13, 2020

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Restricted Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. While the extent of the arsenic groundwater contamination exceeds ¼ acre, contaminated groundwater does not extend beyond the Restricted Property boundaries and is not migrating. No contaminated soil exists on the Restricted Property.

E. It is GRANTOR's and DEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. DEP has agreed to issue a Conditional Site Rehabilitation Completion Order (hereinafter "Order") upon recordation of this Declaration. DEP can unilaterally revoke the Order if the conditions of this Declaration or the Order are not met. Additionally, if concentrations of molybdenum, antimony and arsenic increase above the levels in the Order, or if a subsequent discharge occurs at the Restricted Property, DEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable DEP rules. The Order relating to DEP Facility No. ERIC\_5726 can be obtained by contacting the appropriate DEP district office or Tallahassee program area.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce DEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions and requirements, as depicted in Exhibit B

***GROUNDWATER USE RESTRICTIONS:***

- a. Groundwater Use. There are restrictions on use of the shallow groundwater under the Restricted Property to a vertical depth of 50 feet below land surface. Any

monitoring wells installed on the Restricted Property shall be pre-approved in writing by DEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

For any other groundwater wells to be installed on the Restricted Property, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist to address and ensure there will be no exposure to contaminated groundwater must be submitted to the DEP's DWM. The plan must include the well location, drilling method, casing depth, total depth, proposed maximum daily flow rate and volume, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the proposed groundwater extraction will not cause the spread or migration of contaminated groundwater and that receptors will not be exposed as a result of contaminant migration. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media encountered during installation. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. A revised exhibit must be amended to the Declaration and recorded when any groundwater well is altered, modified, expanded, or constructed. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the installation of groundwater wells at the Restricted Property must be provided along with the plan submitted to DEP's DWM. DEP will rely on this Declaration and certified plan to construct new or modify existing groundwater wells to ensure that there is no exposure to contaminated groundwater entering into new or expanded groundwater wells resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of groundwater wells on the Restricted Property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, if GRANTOR seeks to construct groundwater wells on the Restricted Property, GRANTOR shall submit the certified plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Order and require the proper abandonment of the wells and the resumption of site rehabilitation activities if any such groundwater wells are constructed or commenced without submittal of a certified plan.

- b. Dewatering. For any dewatering activities on the Restricted Property, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated

must be submitted to DEP's DWM. The plan must include the location(s) of the dewatering activity and the effluent disposal area(s) relative to known areas of groundwater contamination, proposed flow rates, duration, volume, estimated drawdown, (based upon design calculations), a technical evaluation demonstrating that the dewatering will not cause the migration of contamination and procedures for proper characterization, treatment and handling of any contaminated groundwater that may be encountered during dewatering. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. DEP will rely on this Declaration, Rule 62-621.300, F.A.C., and the guidance incorporated therein, and the signed and sealed dewatering plan as the institutional controls to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. For this reason, if GRANTOR seeks to conduct dewatering on the Restricted Property, GRANTOR shall submit the signed and sealed plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. The dewatering plan must ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without submittal of a signed and sealed plan.

- c. Stormwater Features. Attached as Exhibit "C", and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Restricted Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property.

If stormwater features must be constructed, modified, altered or expanded, a plan signed and sealed by a Florida-registered professional engineer, or a Florida-registered professional geologist must be submitted to DEP's DWM in addition to any authorizations required by the DWRM and the WMD. The plan must include the feature location, construction and design specifications relative to known areas of soil and groundwater contamination, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate

that the new stormwater facilities will not cause the migration of contamination. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media that may be encountered during construction. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. A revised exhibit must be amended to the Declaration and recorded when any stormwater feature is altered, modified, expanded, or constructed. DEP will rely on this Declaration and certified plan to construct new or modify existing stormwater features to ensure that there is no exposure to contaminated groundwater entering into new or expanded stormwater features resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention features, or ditches on the Restricted Property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, if GRANTOR seeks to construct stormwater features on the Restricted Property, GRANTOR shall submit the certified plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Conditional Site Rehabilitation Completion Order and require the resumption of site rehabilitation activities if any such stormwater features are constructed or commenced without submittal of a certified plan.

3. All references to "GRANTOR" and "DEP" shall also mean and refer to their respective legal representatives, successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, DEP is hereby granted a right of entry upon, over and through, and access to the Restricted Property at reasonable times and with reasonable notice to GRANTOR. Access to the Restricted Property is granted via providing access to the Property located at 1251 Pinebrook Road, Venice, Florida and as defined in Exhibit A."
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and DEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. DEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of DEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of DEP's rights hereunder. This Declaration shall continue in



perpetuity, unless otherwise modified in writing by GRANTOR and DEP as provided in paragraph 7 below. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify DEP in writing within three (3) calendar days.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration.

7. This Declaration is binding until a release is executed by the DEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from DEP to remove or amend any requirement herein, cleanup target levels established pursuant to Florida Statutes and DEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment, including new or revised exhibits, must be executed by both GRANTOR and DEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this Declaration on the use of the Restricted Property.

***---The remainder of this page is intentionally left blank.---***

IN WITNESS WHEREOF, CITY OF VENICE, a Florida municipal corporation, has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR  
CITY OF VENICE,  
a Florida municipal corporation

\_\_\_\_\_  
Nick Pachota  
Mayor  
401 West Venice Avenue  
Venice, Florida 34285

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ [if individual capacity] [OR] by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_ [if representative capacity].

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.  
Type of Identification Produced \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel \_\_\_\_\_.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
SHANNON HERBON  
Permitting Program Administrator  
Department of Environmental Protection  
Southwest District  
13051 N. Telecom Parkway  
Temple Terrace, Florida 33637-0926

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as representative for the Florida Department of Environmental Protection.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**Legal Description**

W 1/2 OF NW 1/4 OF SEC 09-39-19 & A PORTION OF BLK B, CAPRI ISLES UNIT 3 DESC AS  
BEG AT SW COR OF BLK B TH N-00-35-13-W TO A PT ON S LINE OF SEC 9 TH N-00-35- 13-  
W 25 FT TH N-89-35-45-E 15.09 FT TO WLY R/W LINE OF CAPRI ISLES BLVD TH SLY  
ALONG R/W 77 FT TH S-89-22-23-W 10 FT TO POB, LESS W 25 FT, LESS ADDITIONAL R/W  
FOR PINEBROOK RD AS DESC IN ORI 2017144674

DRAFT