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 Prepared by and return to:
 Stephanie A. Reinicke, Esq.
 1800 Second Street, Suite 803
 Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 2001135366 3 PGS
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 KAREN E. RUSHING
 CLERK OF CIRCUIT COURT
 SARASOTA COUNTY, FLORIDA
 LKRUHN Receipt#087111

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Parcel ID# 2004-10-0018

LAND TRUST DEED



2001135366

This quitclaim deed is made September 18, 2001, by Robert Fleming, a single man, City of Sarasota, County of Sarasota, State of Florida, to Janet T. Marien, as Trustee under Avon Park Land Trust Agreement dated September 18, 2001, P.O. Box 681,
Sarasota, FL 34230.

Robert Fleming, in consideration of Ten Dollars (\$10.00) paid to him, the receipt of which is hereby acknowledged, conveys and quitclaims to Janet T. Marien, as Trustee, her successor or successors, as trustee under a trust agreement dated September 18, 2001, the following described real estate, herein called the trust estate, in the County of Sarasota, State of Florida:

See attached Exhibit A.

Trustee shall have and hold the above-described real estate with its appurtenances on the trust and for the uses and purposes set forth herein and in the trust agreement.

Full power and authority is granted to trustee:

- (1) To improve, manage, protect, subdivide and resubdivide the real estate or any part thereof;
- (2) To dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof;
- (3) To contract, to sell or exchange; to grant options to purchase; to sell on any terms; and to convey either with or without consideration;
- (4) To convey the real estate or any part thereof to a successor or successors in trust, and to grant to such successor or successors in trust all of the title, estate, powers, and authority vested in trustee;
- (5) To donate, to dedicate, to mortgage, or otherwise encumber the real estate or any part thereof;
- (6) To lease the real estate or any part thereof, in possession or reversion, on any terms and for any periods or periods of time; and to renew or extend leases on any terms and for any period or periods of time, and to amend, change, or modify such leases and the terms and provisions thereof;
- (7) To contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner or fixing the amount of present or future rentals;
- (8) To execute grants of easements or charges of any kind;
- (9) To release, convey or assign any right, title, or interest in or about or easement appurtenant to the real estate or any part thereof;
- (10) To deal with title to the real estate and every part thereof in any way and for such consideration as would be lawful for any person owning the title to the real estate to deal with it, whether similar to or different from the ways above specified.

In no case shall any party dealing with trustee in relation to the real estate or to whom the real estate or any part thereof is conveyed, contracted to be sold, leased, or mortgaged by the trustee be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with or be obliged to inquire into the necessity or expediency of any acts of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement.

Every deed, trust deed, mortgage, lease or other instrument executed by trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, lease, or other instrument (a) that at the time of delivery thereof, the trust created herein and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions, and limitations contained herein and in the trust agreement or in the amendments thereof, and binding on the beneficiary, (c) that trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligation of his, or their predecessor in trust.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings and proceeds arising from the sale, mortgage or other disposition of the real estate. Such interest is hereby declared to be personal property. No beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings and proceeds thereof.

In witness whereof, Robert Fleming has set his signature on the date first above written.

Signed, sealed and delivered in the presence of:

Witness Stephanie A. Reinicke
Witness Cristina D. Jones

ROBERT FLEMING

STATE OF FLORIDA
COUNTY OF SARASOTA

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ROBERT FLEMING, who produced _____ as identification or who is personally known to me.

WITNESS my hand and official seal in the County and State aforesaid this 18 day of September, 2001.

NOTARY PUBLIC
My Commission Expires:



LEGAL DESCRIPTION:

The East 270 feet of Tract 7, Marlowe Park, less and except the North 80 feet of the East 125 feet thereof, according to the map or plat thereof as recorded in Plat Book 4, Page 90, Public Records of Sarasota County, Florida.

TOGETHER WITH:

SITUATED IN SECTION 12, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA, AND BEING A PORTION OF TRACT 6, MARLOWE PARK, A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 90, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID TRACT 6; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 6 SOUTH 89°58'33" WEST 145.00 FEET TO THE POINT-OF-BEGINNING.

THENCE FROM SAID POINT-OF-BEGINNING SOUTH 85°35'17" WEST 50.00 FEET; THENCE NORTH 84°52'14" WEST 9.00 FEET TO A POINT ON THE AFORESAID NORTHERLY LINE OF TRACT 6; THENCE ALONG SAID NORTHERLY LINE OF TRACT 6 NORTH 89°58'33" EAST 58.99 FEET TO THE POINT-OF-BEGINNING CONTAINING 111 SQUARE FEET.

ALSO:

A 20' wide Access, Utility and Drainage Easement more particularly described as follows:

Situated in Section 12, Township 36 South, Range 17 East, City of Sarasota, Sarasota County, Florida, and being a 20' wide Cross Access, Utility and Drainage Easement over and across the North 20 feet of the East 145 feet of Tract 6, Marlowe Park, Plat Book 4, Page 90, Public Records of Sarasota County, Florida.

AND SUBJECT TO:

A 20' wide Access, Utility and Drainage Easement more particularly described as follows:

Situated in Section 12, Township 36 South, Range 17 East, City of Sarasota, Sarasota County, Florida, and being a 20' wide Cross Access, Utility and Drainage Easement over and across the South 20 feet of the East 145 feet of Tract 7, Marlowe Park, Plat Book 4, Page 90, Public Records of Sarasota County, Florida.

EXHIBIT "A"