

FEE SIMPLE DEED

WHEREAS, the DEL E. WEBB CORPORATION, a corporation authorized to do business in the State of Florida, owns certain real property located in Hillsborough County, Florida, which it is developing for the purposes of subdivision and resale to private persons; and

WHEREAS, the DEL E. WEBB CORPORATION for proper engineering and drainage of its real property and for the use and benefit of itself, its successors and assigns, licensees and grantees, has created certain artificial ponds and lakes upon said real property; and

WHEREAS, the COUNTY OF HILLSBOROUGH, a political subdivision of the State of Florida, is desirous of utilizing said ponds and lakes to tie them into the general drainage and flood control system of Hillsborough County; and

WHEREAS, the DEL E. WEBB CORPORATION is willing to convey its ownership interests in the lands covered by said ponds and lakes for the above purposes, but wishes to retain and reserve to itself, its successors, assigns, licensees and grantees as the owner of the lands abutting upon said ponds and lakes, the exclusive right to utilize said ponds and lakes for purposes of swimming, boating and fishing,

NOW, THEREFORE, in consideration of the foregoing and TEN DOLLARS (\$10.00) and other good and valuable considerations, the DEL E. WEBB CORPORATION, hereinafter called "Grantor" does hereby grant, bargain and convey to HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, hereinafter called the "Grantee", for so long as the property is used by the Grantee solely for drainage and flood control purposes, that certain real property lying and being situate in Hillsborough County, Florida, which is described in Exhibit "A" attached hereto and by reference made a part hereof, which real property constitutes the submerged land beneath existing artificial ponds and lakes, provided, however, Grantor retains and reserves unto itself and its successors, assigns, licensees and subsequent grantees as owners of the uplands abutting said lake bottoms, the exclusive rights to utilize said ponds and lakes for boating, fishing and swimming purposes and does not hereby convey said rights to the Grantee or to the public at large.

IT IS ALSO UNDERSTOOD AND AGREED, that by the acceptance of this deed, the Grantee does not accept any responsibility for maintenance of the shore line or any facilities constructed along or adjacent to the shore line of the lake, and the Grantee does not assume any responsibility for any maintenance of the lake except for drainage and water conservation purposes.

IN WITNESS WHEREOF, the said Grantor, DEL E. WEBB CORPORATION, has caused these presents to be signed in its name by its Attorney-in-Fact, and its corporate seal to be affixed, attested by its Assistant Secretary, this 15th day of February A. D. 1967.

ATTEST:

DEL E. WEBB CORPORATION
By
Attorney-in-Fact