

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030836

1. REQUESTED MOTION:

ACTION: Accept Ten Year Beach Storm Damage Reduction Easements for Parcels 20, 101, 122, 123, 127, 140, 178 and 202, for the Estero Island Beach Restoration Project No. 3022; authorize the Division of County Lands to handle and accept all documentation necessary; authorize necessary recording fees.

WHY ACTION IS NECESSARY: To secure easements along Fort Myers Beach on Estero Island for the proposed beach renourishment project.

WHAT ACTION ACCOMPLISHES: Enables County to pursue Federal funding for the project..

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 3

C6B

3. MEETING DATE: *08-19-2003*

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Independent
 - C. DIVISION County Lands TLM 8/1/03
- BY: Karen L.W. Forsyth, Director *KLF*

7. BACKGROUND:

Negotiated for: Department of Natural Resources

Interest to Acquire: Easement

Property Details: See attached list

Costs: \$125.00 (recording fees)

The principal purpose of this project is to renourish and restore Fort Myers Beach on Estero Island, with the cost being primarily borne by the federal government and the State of Florida, with lesser contributions by Lee County and the Town of Fort Myers Beach. A requirement for Federal funding is to obtain permanent easements pursuant to the form as stipulated by the U.S. Army Corps of Engineers. Without these easements, the funding for the project would be borne by Lee County and/or the Town of Fort Myers Beach.

Attached is a list of eight benefited property owners who have signed the required easements to Lee County, with the original documents being in the files of County Lands and will be recorded upon approval by the Board of County Commissioners. There remain 113 more properties for which easements are needed.

Staff Recommendation: Staff recommends the Board approve the Requested Motion.

Funds are available in Account 20302230100.504930 - 20 -Capital Improvement Projects; 3022 - Estero Island Beach Restoration; 30100 - Capital Improvement Fund; 504930 - Deputy Clerk fees.

Attachments: Copy of Ten Year Beach Storm Damage Reduction Easements and Title Reports

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			County Manager
<i>K. Forsyth</i>			<i>BAD</i>	<i>John Director 8/5/03</i>	<i>OA 8/6/03</i>	<i>QM 8/7/03</i>	<i>Risk 8/8/03</i>	<i>GC 8/1/03</i>
								<i>8/5/03</i> <i>by [Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: *8/5/03*
Time: *2:45 pm*
Forwarded To:
*John
8/5/03 4PM*

RECEIVED BY
COUNTY ADMIN *Eu*
8-5-03
4:30
COUNTY ADMIN
FORWARDED TO
8/6/03

ESTERO ISLAND BEACH RESTORATION PROJECT NO. 3022

EXHIBIT TO BLUE SHEET NO. 20030836

Parcel No.	Property Owner	Strap Number
20	Gateway Villas Condominium Association, Inc.	24-46-23-W1-02300.000A
101	Island House Beach Club, Inc.	19-46-24-W3-02400.000A
122-123	Thomas F. Myers and Frances P. Myers, h/w and Red Coconut RV Park, a Florida general partnership	30-46-24-W2-00001.0000
127	A.P. DeSalvo and Cathy DeSalvo, h/w	29-46-24-W1-00100.0150
140	Kenneth P. Diepholz, Sr.	29-46-24-W2-00100.0070
178	Major Peter B. Ashby, Trustee under Irrevocable Living Trust Agreement dated June 23, 1993	29-46-24-W3-0070C.0010
202	Island Towers Resort Condominium Association, Inc.	28-46-24-W4-00220.000A

This instrument prepared by:
Lee County
County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398
Project: Estero Island Beach Restoration Project
Parcel No.: 20
Strap No.: 24-46-23-W1-02300.000A

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

(This space is for recording)

TEN (10) YEAR BEACH STORM DAMAGE REDUCTION EASEMENT

Know all by these presents that on this 19th day of JUNE, 2003, Gateway Villas Condominium Association, Inc., a Florida non-profit corporation, whose mailing address is 500 Estero Blvd., Ft Myers Beach, FL 33931, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived from the Estero Island Beach Restoration Project (the "Lee County Shore Protection Project") and other good and valuable consideration, hereby grants, bargains and conveys to Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida, 33902-0398, hereinafter "GRANTEE," a Ten (10) Year Beach Storm Damage Reduction easement (the "EASEMENT") over and in the following described property (the "EASEMENT PROPERTY"):

See Attached Schedule A

Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a ten (10) year term concurrent with the duration of the project in, on, over and across the land described in Schedule A, 24-46-23-W1-02300.000A, for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Lee County Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving to the grantors, its heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence when the United States Army Corps of Engineers ("Corps") or the County records in the public records of Lee County, the Notice to Proceed for the first construction of the Estero Island segment of the Lee County Shore Protection Project and shall terminate after a term of ten (10) years. In the event the Corps or the County fails to record a Notice to Proceed on or before December 31, 2010, this easement shall automatically terminate and be canceled of record.

Parcel No.: 20
Strap No.: 24-46-23-W1-02300.000A

This is a Nonexclusive Easement with the Grantor reserving the right to the continued free use of the Easement Property in a manner not materially inconsistent with the rights granted herein to Grantee for Grantee's use.

IN WITNESS HEREOF, Grantor has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

Cindy Sprenger
Witness
Cindy Sprenger
(Print Name)

Sandy Haback
Witness
SANDY HABACK
(Print Name)

STATE OF Florida
COUNTY OF Lee

Grantor:
Gateway Villas Condominium Association, Inc.

[Signature]
By:
Name: JOHN GRIESELDING
PRESIDENT
Title

The foregoing instrument was acknowledged before me this 6/19/03
(date)

John Grieselding / President of Gateway Villas Condominium Association, Inc.
(name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida non-profit Corporation, on behalf of the corporation. He/she is
(state or place of incorporation)

personally known to me or has produced Known
(type of identification)

as identification.

[Signature]
(Signature of person taking acknowledgment)

(Name typed or stamped) JANET MIDDLETON
(Title or rank) DC 957789
(Serial Number, if any) EXPIRES: July 30, 2004
Bonded Thru Notary Public Underwriters

Parcel No(s): 20
STRAP No(s): 24-46-23-W1-02300.000A

SCHEDULE A

That portion of Lots 21, 22 and 23, Unit No. 3, Island Shores according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 9, Page 27, Public Records of Lee County, Florida, and that parcel as indicated "Not Included in this Plat" Tract No. 1, lying between Lots 20, 21, 22 and 23 of the aforesaid Unit No. 3, Island Shores, now known as Gateway Villas Condominium according to the Condominium Declaration thereof on file and recorded in the Office of the Clerk of the Circuit Court in Official Record Book 1331, Page 1879, Public Records of Lee County, Florida, together with all appurtenances thereunto appertaining and specified in said Condominium Declaration and all amendments, lying seaward of the ± 4.1 NGVD contour line.

This line is shown by a survey conducted on September 19 thru 21, 2000, by Coastal Planning and Engineering, Inc., of Boca Raton, Florida, and is reflected on the survey sketches dated October 23, 2000, and filed in the Public Records of Lee County, Florida.

**Second Updated Ownership and
Easement Search**

Search No. 21076/B

Date: May 30, 2000

Parcel: 20

Project: Beach Renourishment Trust

Fund No. 0686

To: James M. Jerrel
Property Acquisition Agent

From: Linda K. Fleming, CLS, SRWA *LKF*
Real Estate Title Examiner

STRAP: 24-46-23-W1-02300.000A

An update has been requested of In-House Search No. 21076/B which covers the period beginning January 1, 1940 at 8:00 a.m. and is now complete through ~~May 3, 2000 at 5:00 p.m.~~

4/25/2003 @ 5:00 pm JKB

Subject Property: Lots 21, 22 and 23, Unit No. 3, Island Shores according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 9, Page 27, Public Records of Lee County, Florida, and that parcel as indicated "Not Included in this Plat" Tract No. 1, lying between Lots 20, 21, 22 and 23 of the aforesaid Unit No. 3, Island Shores, now known as Gateway Villas Condominium according to the Condominium Declaration thereof on file and recorded in the Office of the Clerk of the Circuit Court in Official Record Book 1331, Page 1879, Public Records of Lee County, Florida, together with all appurtenances thereunto appertaining and specified in said Condominium Declaration and all amendments thereto.

Title to the subject property is vested in the following:

Gateway Villa^s Condominium Association, Inc., a Florida Corporation

by that certain instrument dated February 19, 1978, recorded February 21, 1979, in Official Record Book 1331, Page 1879, and dated April 27, 1983, recorded April 25, 1985 in Official Record Book 1780, page 384, all being in the Public Records of Lee County, Florida.

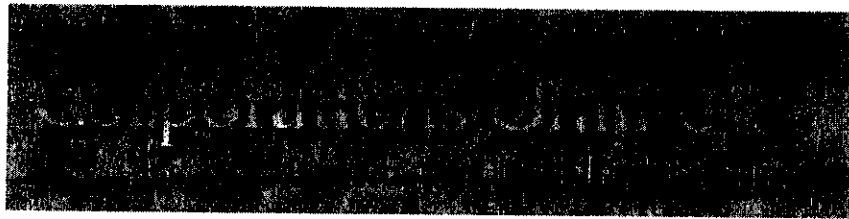
Easements:

1. Covenants, conditions, restrictions and easements contained in that certain instrument recorded in Official Record Book 1331, page 1879, Public Records of Lee County, Florida.

NOTE: A survey of the coastal construction line in Lee County can be found in Plat Book 31, Page 1, as updated in Plat Book 31-A, Page 1 and as revised in Plat Book 48, Pages 15 thru 34, all in the Public Records of Lee County, Florida.

NOTE: Tax and assessment information is not indicated on this report. It will be provided at a later date, if determined as being necessary by the end user of this report.

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.



Florida Non Profit

GATEWAY VILLAS CONDOMINIUM ASSOCIATION, INC.

PRINCIPAL ADDRESS
 500 ESTERO BLVD.
 FORT MYERS BEACH FL 33931
 Changed 05/01/1997

MAILING ADDRESS
 PO BOX 6017
 FT. MYERS BEACH FL 33932
 Changed 05/01/1997

Document Number 741511	FEI Number 591890622	Date Filed 02/02/1978
State FL	Status ACTIVE	Effective Date NONE
Last Event AMENDED AND RESTATED ARTICLES	Event Date Filed 09/12/2002	Event Effective Date NONE

Registered Agent

Name & Address
D.G. SUITOR & ASSOC. INC. 100 LOVERS LANE 3RD FLOOR FORT MYERS FL 33932
Name Changed: 04/18/1996
Address Changed: 03/06/2003

Officer/Director Detail

Name & Address	Title
WOLFE, RAYMOND 1187 MARY LANE MIAMISBURG OH 45342	TD
GRIESELING, JOHN 500 ESTERO BLVD #596 FT MYERS BCH FL 33931	PD
RENALDO, JOHN 500 ESTERP BLVD #896 FORT MYERS BEACH FL 33931	T
SCHAFFER, RONALD 500 ESTER BLVD 696 FT MYERS BCH FL 33931	DS
GIBSON, FRED 500 ESTERO BLVD #894	D

FORT MYERS FL 33919

Annual Reports

Report Year	Filed Date
2001	03/26/2001
2002	04/29/2002
2003	03/06/2003

Previous Filing

Return to LIS

Next Filing

[View Events](#)
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Document Images

Listed below are the images available for this filing.

- [03/06/2003 -- ANN REP/UNIFORM BUS REP](#)
- [09/12/2002 -- Amended and Restated Articles](#)
- [04/29/2002 -- COR - ANN REP/UNIFORM BUS REP](#)
- [03/26/2001 -- ANN REP/UNIFORM BUS REP](#)
- [03/03/2000 -- Annual Report](#)
- [03/06/1999 -- ANNUAL REPORT](#)
- [01/11/1999 -- Amendment](#)
- [02/13/1998 -- ANNUAL REPORT](#)
- [05/01/1997 -- ANNUAL REPORT](#)
- [04/18/1996 -- 1996 ANNUAL REPORT](#)

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporate Information: Help

Corporate Information: Help

This instrument prepared by:
Lee County
County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398
Project: Estero Island Beach Restoration Project
Parcel No.: 101
Strap No.: 19-46-24-W3-02400.000A

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

(This space is for recording)

TEN (10) YEAR BEACH STORM DAMAGE REDUCTION EASEMENT

Know all by these presents that on this 27 day of JUNE, 2003, Island House Beach Club, Inc., a Florida corporation, whose mailing address is 2560 Estero Blvd., Fort Myers Beach, FL 33931, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived from the Estero Island Beach Restoration Project (the "Lee County Shore Protection Project") and other good and valuable consideration, hereby grants, bargains and conveys to Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida, 33902-0398, hereinafter "GRANTEE," a Ten (10) Year Beach Storm Damage Reduction easement (the "EASEMENT") over and in the following described property (the "EASEMENT PROPERTY"):

See Attached Schedule A

Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a ten (10) year term concurrent with the duration of the project in, on, over and across the land described in Schedule A, 19-46-24-W3-02400.000A, for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Lee County Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving to the grantor, its heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence when the United States Army Corps of Engineers ("Corps") or the County records in the public records of Lee County, the Notice to Proceed for the first construction of the Estero Island segment of the Lee County Shore Protection Project and shall terminate after a term of ten (10) years. In the event the Corps or the County fails to record a Notice to Proceed on or before December 31, 2010, this easement shall automatically terminate and be canceled of record.

Parcel No.: 101
Strap No.: 19-46-24-W3-02400.000A

This is a Nonexclusive Easement with the Grantor reserving the right to the continued free use of the Easement Property in a manner not materially inconsistent with the rights granted herein to Grantee for Grantee's use.

IN WITNESS HEREOF, Grantor has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

Grantor:
Island House Beach Club, Inc., a Florida corporation

Nicole Hughes
Witness
Nicole Hughes
(Print Name)

By: Norman Boyer
Name
VICE-PRESIDENT
Title

Pat Greig
Witness
PAT GREIG
(Print Name)

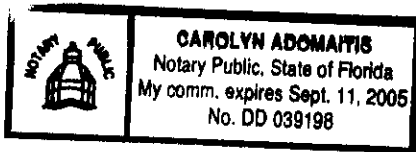
STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 27th June 2003
(date)

Norman Boyer, Vice-President of Island House Beach Club, Inc.
(name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida Corporation, on behalf of the corporation. He/she is
(state or place of incorporation)

Personally known to me or has produced Walt Knaon as identification.
(type of identification)



Carolyn Adomaitis
(Signature of person taking acknowledgment)

CAROLYN ADOMAITIS
(Name typed, printed or stamped)

(Title or rank)

(Serial Number, if any)

Parcel No(s): 101
STRAP No(s): 19-46-24-W3-02400.000A

SCHEDULE A

That portion of the following described parcel lying seaward of the +4.1 NGVD contour line:


Commencing at the Northwest corner of Lot 32, T.P. Hills Subdivision of Lots 2, 3, and 4 of Section 19, Township 46 South, Range 24 East, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 3, at Page 84; thence run Southeasterly along the North Boundary line of said Lot 32, a distance of 123.63 feet to the point of beginning of the lands herein described; thence continue Southeasterly along the North Boundary of Lots 32 and 34, of said Subdivision for 123.63 feet; thence Southerly and parallel with the East line of said Lot 32, a distance of 375.0 feet to the Southwesterly line of said Lots 32 and 34; thence run Northwesterly on the Southwesterly Line of said Lots 34 and 32 of said Subdivision for 123.63 feet to a point 375.0 feet South of the point of the beginning; thence Northerly and parallel to the East Line of said Lot 34, a distance of 375.0 feet to the point of beginning.

This line is shown by a survey conducted on September 19 thru 21, 2000, by Coastal Planning and Engineering, Inc., of Boca Raton, Florida, and is reflected on the survey sketches dated October 23, 2000, and filed in the Public Records of Lee County, Florida.

Ownership and Easement Search

Search No. 21755/D
Date: July 27, 2000
Parcel: 101
Project: Estero Island Beach
Renourishment, Project #3022

To: James M. Jerrel
Property Acquisition Agent

From: David M. White, CLS
Real Estate Title Examiner 

STRAP: 19-46-24-W3-02400.000A
6/25/2003 *gab*
Effective Date: ~~July 13, 2000~~, at 5:00 p.m.

Subject Property: See Attached Schedule "X".

Title to the subject property is vested in the following:

Island House Beach Club, Inc.

by those certain instruments dated January 30, 1976, recorded February 3, 1976, in Official Record Book 1250, Page 1197, and amended in Official Record Book 1267, Page 889; Official Record Book 1977, Page 132; Official Record Book 2363, Page 3461; Official Record Book 2572, Page 656 and Official Record Book 2689, Page 1252, all being in the Public Records of Lee County, Florida.

Easements:

1. Reservation of an easement for ingress/egress and access to the beach in perpetuity as recited in Official Record Book 1250, Page 1193, Public Records of Lee County, Florida. NOTE: We cannot determine if said easement affects project area.
2. Easement in favor of Island Retreat, Inc. for air rights and encroachment of structures and fixtures as recorded in Official Record Book 2020, Page 16, Public Records of Lee County, Florida. NOTE: We do not believe this easement will affect project area.

NOTE FOR INFORMATION: A Survey of the coastal construction set back line in Lee County can be found in Plat Book 31, Page 1, as updated in Plat Book 31-1, Page 1 and as revised in Plat Book 48, pages 15 thru 34, all in the Public Records of Lee County, Florida.

NOTE: Tax and assessment information is not indicated on this report. It will be provided at a later date, if determined necessary by the end user of this report. *Notice of Commencement (including garage)*
12/30/2002 3809/2169

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.



Florida Profit
ISLAND HOUSE BEACH CLUB, INC.

PRINCIPAL ADDRESS
2560 ESTERO BLVD.
FT. MYERS BCH FL 33931

MAILING ADDRESS
2560 ESTERO BLVD.
FT. MYERS BCH FL 33931

Document Number
517936

FEI Number
591832061

Date Filed
10/22/1976

State
FL

Status
ACTIVE

Effective Date
NONE

Registered Agent

Name & Address
SCHNEEBERGER, PAUL 2560 ESTERO BLVD FT MYERS FL 33931
Name Changed: 01/30/1998
Address Changed: 01/30/1998

Officer/Director Detail

Name & Address	Title
KROULAUDIS, JIM 2560 ESTERO BLVD FT MYERS BCH, FL 00000	DV
BOYER, NORMAN 2560 ESTERO BLVD FT MYER BCH, FL 00000	DVST
SCHNEEBERGER, PAUL 2560 ESTERO BLVD FT MYER BCH, FL 00000	DP

Annual Reports

Report Year	Filed Date
2001	02/05/2001
2002	02/07/2002
2003	02/10/2003



No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

<u>02/10/2003 -- COR - ANN REP/UNIFORM BUS REP</u>
<u>02/07/2002 -- ANN REP/UNIFORM BUS REP</u>
<u>02/05/2001 -- ANN REP/UNIFORM BUS REP</u>
<u>01/18/2000 -- ANN REP/UNIFORM BUS REP</u>
<u>02/24/1999 -- ANNUAL REPORT</u>
<u>01/30/1998 -- ANNUAL REPORT</u>
<u>01/22/1997 -- ANNUAL REPORT</u>
<u>01/29/1996 -- 1996 ANNUAL REPORT</u>

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT



This instrument prepared by:
Lee County
County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398
Project: Estero Island Beach Restoration Project
Parcel No.: 122
Strap No.: 30-46-24-W2-00001.0000

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

(This space is for recording)

TEN (10) YEAR BEACH STORM DAMAGE REDUCTION EASEMENT

Know all by these presents that on this 10 day of July, 2003, Thomas F. Myers and Frances P. Myers, Husband and Wife, whose mailing address is 2932 Estero Blvd, Fort Myers Beach, FL 33931, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived from the Estero Island Beach Restoration Project (the "Lee County Shore Protection Project") and other good and valuable consideration, hereby grants, bargains and conveys to Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida, 33902-0398, hereinafter "GRANTEE," a Ten (10) Year Beach Storm Damage Reduction easement (the "EASEMENT") over and in the following described property (the "EASEMENT PROPERTY"):

See Attached Schedule A

Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a ten (10) year term concurrent with the duration of the project in, on, over and across the land described in Schedule A, 30-46-24-W2-00001.0000, for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Lee County Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving to the grantors, their heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence when the United States Army Corps of Engineers ("Corps") or the County records in the public records of Lee County, the Notice to Proceed for the first construction of the Estero Island segment of the Lee County Shore Protection Project and shall terminate after a term of ten (10) years. In the event the Corps or the County fails to record a Notice to Proceed on or before December 31, 2010, this easement shall automatically terminate and be canceled of record.

This is a Nonexclusive Easement with the Grantor reserving the right to the continued free use of the Easement Property in a manner not materially inconsistent with the rights granted herein to Grantee for Grantee's use.

Parcel No.: 122
Strap No.: 30-46-24-W2-00001.0000

IN WITNESS HEREOF, Grantor has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

Amy Jane Mellott-Houser
Witness
Amy Jane Mellott-Houser
(Print Name)

Patty A. Sufalter
Witness
PATTY A. Stifalter
(Print Name)

Grantor:

Thomas F. Myers
Thomas F. Myers

Signed, sealed and delivered in the presence of:

Frances P. Myers
Witness
Amy Jane Mellott-Houser
(Print Name)

Patty A. Sufalter
Witness
PATTY A. Stifalter
(Print Name)

Grantor:

Frances P. Myers
Frances P. Myers

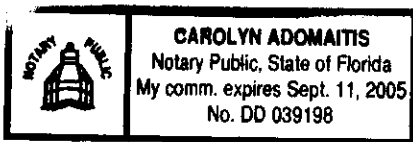
STATE OF FLA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 10th July 2003 (date)

by Thomas F. Myers and Frances P. Myers, who are personally known to me or who have (Name of persons acknowledging)

produced Very Well Known as identification. (type of identification)



Carolyn Adomaitis
(Signature of person taking acknowledgment)
(Name typed, printed or stamped)
(Title or rank) CAROLYN ADOMAITIS
(Serial Number, if Any)

Parcel No.: 122

Strap No.: 30-46-24-W2-00001.0000

SCHEDULE A

That portion the following described parcel lying seaward of the +4.1 NGVD contour line:

Beginning at the Section corner common to Sections 19, 20, 29 and 30, Township 46 South, Range 24 East, Lee County, Florida, proceed South 0 30'00" West along the Section line common to Sections 29 and 30 for 742.72 feet to the Point of Beginning; thence proceed North 63 44'04" West for 89.16 feet; thence proceed North 19 05'18" East for 186.76 feet to a point on the Southerly right of way of Estero Blvd.; thence South 60 31'06" East along the chord of a curve to the left, of a radius 571.10 feet, a chord distance of 22.95 feet to a point of intersection with the aforementioned section line and the Southerly right of way of Estero Blvd.; thence proceed South 0 30'00" West along said section line 206.05 feet to the Point of Beginning.

This line is shown by a survey conducted on September 19 thru 21, 2000, by Coastal Planning and Engineering, Inc., of Boca Raton, Florida, and is reflected on the survey sketches dated October 23, 2000, and filed in the Public Records of Lee County, Florida.

Division of County Lands

Updated In House Title Search

Search No. 21760/B

Date: April 16, 2002

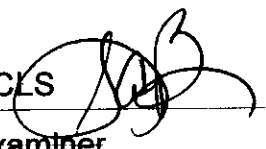
Parcel: 122

Project: Estero Island Beach

Renourishment #3022

To: Teresa L. Mann, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Real Estate Title Examiner



STRAP: 30-46-24-W2-00001.0000

An update has been requested of In House Title Search No. 21760/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through ~~April 2, 2002~~, at 5:00 p.m.

6/25/2003

Sub

Subject Property: See attached Schedule "X".

Title to the subject property is vested in the following:

Thomas F. Myers and Frances P. Myers, Husband and Wife

by that certain instrument dated January 18, 2002, recorded February 1, 2002, in Official Record Book 3570, Page 3775, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Mortgage executed by Thomas Myers and Frances P. Myers, Husband and Wife to First Union Mortgage Corporation, dated January 18, 2002, recorded February 1, 2002 in Official Record Book 3570, Page 3777, Public Records of Lee County, Florida.

Tax Status: 2001 taxes have been paid in full.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

This instrument prepared by:
Lee County
County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398
Project: Estero Island Beach Restoration Project
Parcel No.: 123
Strap No.: 29-46-24-W1-00145.100A

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

(This space is for recording)

TEN (10) YEAR BEACH STORM DAMAGE REDUCTION EASEMENT

Know all by these presents that on this 10 day of July, 2003, Red Coconut R.V. Park, a Florida General Partnership, whose mailing address is 3001 Estero Boulevard, Fort Myers Beach, FL 33931, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived from the Estero Island Beach Restoration Project (the "Lee County Shore Protection Project") and other good and valuable consideration, hereby grants, bargains and conveys to Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida, 33902-0398, hereinafter "GRANTEE," a Ten (10) Year Beach Storm Damage Reduction easement (the "EASEMENT") over and in the following described property (the "EASEMENT PROPERTY"):

See Attached Schedule A

Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a ten (10) year term concurrent with the duration of the project in, on, over and across the land described in Schedule A, 29-46-24-W1-00145.100A, for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Lee County Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving to the grantors, its heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence when the United States Army Corps of Engineers ("Corps") or the County records in the public records of Lee County, the Notice to Proceed for the first construction of the Estero Island segment of the Lee County Shore Protection Project and shall terminate after a term of ten (10) years. In the event the Corps or the County fails to record a Notice to Proceed on or before December 31, 2010, this easement shall automatically terminate and be canceled of record.

This is a Nonexclusive Easement with the Grantor reserving the right to the continued free use of the Easement Property in a manner not materially inconsistent with the rights granted herein to Grantee for Grantee's use.

Parcel No.: 123
Strap No.: 29-46-24-W1-00145.100A

IN WITNESS HEREOF, Grantor has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

Grantor:
Red Coconut RV Park, a Florida General Partnership

Amy Jane Mellott-Houser

Witness

Amy Jane Mellott-Houser
(Print Name)

Patti A. Sifolter

Witness

PATTI A. Sifolter
(Print Name)

By: *Thomas J. Myers*

Name

owner/partner
Title

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 10th July 2003
(date)

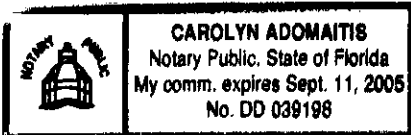
Thomas J. Myers
(name of officer or agent, title of officer or agent)

of Red Coconut RV Park
(Name of corporation acknowledging)

a Florida General Partnership on behalf of the partnership. He/she is personally

known to me or has produced *Very well known* as identification.
(type of identification)

Carolyn Adomaitis
(Signature of person taking acknowledgment)



CAROLYN ADOMAITIS
(Name typed, printed or stamped)

(Title or rank)

(Serial Number, if any)

Parcel No.: 123
Strap No.: 29-46-24-W1-00145.100A

SCHEDULE A

That portion of the following described parcel lying seaward of the +4.1 NGVD contour line:

The Northwesterly 34.14 feet of Lot 26, subject to a walkway easement over the Southeasterly 6 feet thereof; ALSO all of Lots 27 through 30 and all of Lot 31, except the west 10 feet thereof, together with a walkway easement over and across the Northwesterly 6 feet of the Southeasterly 40.87 feet of said Lot 26 (said lots extending from the right-of-way line of State Road 685 to the shoreline of the Gulf of Mexico) of CASE'S SUBDIVISION, according to the plat thereof recorded in Plat Book 1, at Page 58, as amended by plat and affidavit attached to Deed recorded in Deed Book 131, at Page 300, Public Records of Lee County, Florida.

This line is shown by a survey conducted on September 19 thru 21, 2000, by Coastal Planning and Engineering, Inc., of Boca Raton, Florida, and is reflected on the survey sketches dated October 23, 2000, and filed in the Public Records of Lee County, Florida.

Division of County Lands

Updated In House Title Search

Search No. 21760/C

Date: April 17, 2002

Parcel: 123

Project: Estero Island Beach

Renourishment #3022

To: Teresa L. Mann, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Real Estate Title Examiner

STRAP: 29-46-24-W1-00145-100A

An update has been requested of In House Title Search No.21760/A which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through ~~April 2, 2002~~, at 5:00 p.m.

6/25/2003 *Sub*

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

Red Coconut R.V. Park, a Florida general partnership (See Note "C" below)

by that certain instrument dated January 2, 1998, recorded January 5, 1998, in Official Record Book 3042, Page 3893, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Walkway easement over the Southeasterly six feet (6') of the Northwesterly 34.13 feet of Lot 26 of subject parcel, as set forth in instrument recorded in Official Record Book 1131, Page 315, Public Records Lee County, Florida.
3. Grant of Easement to Media One Enterprises, Inc. for cable services, as set forth in easement document recorded in Official Record Book 3224, Page 4750, Public Records of Lee County, Florida. (Said easement extends throughout subject property and is not specifically located.)
4. Mortgage executed by Thomas F. Myers and Robert J. Scott, as co-partners of Red Coconut RV Park, a Florida general partnership, to The Citizens and Southern National Bank of Florida, dated January 25, 1989, recorded January 27, 1989, in Official Record Book 2045, Page 2090 as modified by instrument recorded in Official Record Book 2547, Page 3929; Notice and Agreement of Future Advance recorded in Official Record Book 2547, Page 3934; Mortgage Modification to Secure Future Advance Loan Spreader Agreement and Amendment and Restatement of Mortgage recorded in Official Record Book 2905, Page 3233; and

Division of County Lands

Updated In House Title Search
Search No. 21760/C
Date: April 17, 2002
Parcel: 123
Project: Estero Island Beach
Renourishment #3022

Modification of Amended and Restated Mortgage recorded in Official Record Book 3042, Page 3896, Public Records of Lee County, Florida.

5. Assignment of Rents, Leases, Profits and Contracts between Thomas F. Myers and Robert J. Scott, sole co-partners of Red Coconut RV Park and The Citizens and Southern National Bank of Florida, dated January 25, 1989, recorded January 27, 1989 in Official Record Book 2045, Page 2099, Public Records of Lee County, Florida.
6. Financing Statement between Red Coconut RV Park (Debtor) and NationsBank, N.A., (Secured Party), recorded in Official Record Book 2905, Page 3258, Public Records of Lee County, Florida.
7. Financing Statement between REDCO Corporation, a/k/a REDCO Corp. and Red Coconut RV Park (Debtor), and NationsBank, N.A. (Secured Party), recorded in Official Record Book 3042, Page 3923, Public Records of Lee County, Florida.

NOTE: Access to subject property is via Estero Blvd.

NOTE: A survey of the coastal construction line in Lee County can be found in Plat Book 31, Page 1, as updated in Plat Book 31-A, Page 1 and as revised in Plat Book 48, Page 15 thru 34, all being in the Public Records of Lee County, Florida.

NOTE: It appears there may be unconveyed interest in the back chain regarding the subject property. According to the instruments found in the public records, there was a Suit to Quiet Title recorded in Official Record Book 746, Page 684, an Order Substituting Plaintiff in Official Record Book 775, Page 251, and a Final Judgment Quieting Title in the Plaintiff's names, James M. McDorman and Martha B. McDorman (prior titleholders). Thereafter, there was a Corrective Deed executed and recorded in Official Record Book 949, Page 18 which corrected a portion of the legal description contained in a conveyance made before any of the Quiet Title litigation was initiated. The next subsequent deed is from Pallottine Center for Apostolic Causes, Inc. as grantor. We do not find where James M. McDorman and Martha B. McDorman ever released their interest in the property obtained by way of the Final Judgment Quieting Title. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Tax Status: 2001 taxes are paid in full; this property is assessed with other lands.
(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902

Project: Estero Island Renourishment #3022
Parcel No. 123
Strap No.: 30-46-24-W2-00145.100A

PARTNERSHIP AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LEE

Before me, a notary public, appeared Frances P. Myers, who, being first duly sworn, deposes and says as follows:

1. The Red Coconut RV Park, a Florida General Partnership is currently in existence under a valid partnership agreement; has not been dissolved; and has been in full force and effect during the entire time the partnership has held title to the real property.

2. To follow on Exhibit "B" is a list of all partners, currently existing, of the Red Coconut RV Park, a Florida General Partnership.

3. Thomas F. Myers is a managing general partner of the Red Coconut RV Park, a Florida General Partnership.

4. Thomas F. Myers, as a managing general partner of Red Coconut RV Park, a Florida General Partnership, is fully empowered, in accordance with the partnership agreement, to execute any and all documents necessary to convey an easement interest on the real property, described in Schedule "A", to Lee County.

5. Neither the partnership nor any of the partners have been debtors in bankruptcy proceedings during the existence of the partnership.

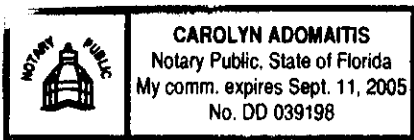
6. ~~None of the managing general partners have been dissolved or include this statement on any application.~~

FURTHER AFFIANT SAYS NOT.

Frances P. Myers
AFFIANT

Printed Name: Frances P. Myers

Sworn to and subscribed before me this 10 day of July, 2003, by Frances P. Myers, as general partner of Red Coconut RV Park, a Florida General Partnership.



Carolyn Adomaitis
Notary Signature

CAROLYN ADOMAITIS
Print, Type or Stamp Name of Notary

Personally Known
OR Produced Identification _____
Type of Identification _____

SCHEDULE "A"

Parcel No. 122

Strap No.: 30-46-24-W2-00001.0000

That portion of the following described parcel lying seaward of the +4.1 NGVD contour line:

Beginning at the Section corner common to Sections 19, 20, 29 and 30, Township 46 South, Range 24 East, Lee County, Florida, proceed South 0 30'00" West along the Section line common to Sections 29 and 30 for 742.72 feet to the Point of Beginning; thence proceed North 63 44'04" West for 89.16 feet; thence proceed North 19 05'18" East for 186.76 feet to a point on the Southerly right of way of Estero Blvd.; thence South 60 31'06" East along the chord of a curve to the left, of a radius 571.10 feet, a chord distance of 22.95 feet to a point of intersection with the aforementioned section line and the Southerly right of way of Estero Blvd.; thence proceed South 0 30'00" West along said section line 206.05 feet to the Point of Beginning.

And

Parcel No. 123

Strap No.: 29-46-24-W1-00145.100A

That portion of the following described parcel lying seaward of the +4.1 NGVD contour line:

The Northwesterly 34.14 feet of Lot 26, subject to a walkway easement over the Southeasterly 6 feet thereof; ALSO all of Lots 27 through 30 and all of Lot 31, except the west 10 feet thereof, together with a walkway easement over and across the Northwesterly 6 feet of the Southeasterly 40.87 feet of said Lot 26 (said lots extending from the right-of-way line of State Road 685 to the shoreline of the Gulf of Mexico) of CASE'S SUBDIVISION, according to the plat thereof recorded in Plat Book 1, at Page 58, as amended by plat and affidavit attached to Deed recorded in Deed Book 131, at Page 300, Public Records of Lee County, Florida.

This line has been surveyed by Coastal Planning and Engineering, Inc., and is reflected on survey sketches dated September 21, 2000, and filed in the Public Records of Lee County, Florida.

EXHIBIT "B"

The name(s) of the general partners, currently existing, of the Red Coconut R.V. Park, a Florida general partnership, are as follows:

Thomas F. Myers
Frances P. Myers

This instrument prepared by:
Lee County
County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398
Project: Estero Island Beach Restoration Project
Parcel No.: 127
Strap No.: 29-46-24-W1-00100.0190

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

(This space is for recording)

TEN (10) YEAR BEACH STORM DAMAGE REDUCTION EASEMENT

Know all by these presents that on this 23rd day of June, 2003, A.P. DeSalvo and Cathy DeSalvo, husband and wife, whose mailing address is 3960 Via Del Rey, Bonita Springs, FL 34134, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived from the Estero Island Beach Restoration Project (the "Lee County Shore Protection Project") and other good and valuable consideration, hereby grants, bargains and conveys to Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida, 33902-0398, hereinafter "GRANTEE," a Ten (10) Year Beach Storm Damage Reduction easement (the "EASEMENT") over and in the following described property (the "EASEMENT PROPERTY"):

See Attached Schedule A

Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a ten (10) year term concurrent with the duration of the project in, on, over and across the land described in Schedule A, 29-46-24-W1-00100.0190, for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Lee County Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving to the grantors, their heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence when the United States Army Corps of Engineers ("Corps") or the County records in the public records of Lee County, the Notice to Proceed for the first construction of the Estero Island segment of the Lee County Shore Protection Project and shall terminate after a term of ten (10) years. In the event the Corps or the County fails to record a Notice to Proceed on or before December 31, 2010, this easement shall automatically terminate and be canceled of record.

This is a Nonexclusive Easement with the Grantor reserving the right to the continued free use of the Easement Property in a manner not materially inconsistent with the rights granted herein to Grantee for Grantee's use.

Parcel No.: 127
Strap No.: 29-46-24-W1-00100.0190

IN WITNESS HEREOF, Grantor has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

Witness

(Print Name)

Witness

(Print Name)

Grantor:

A.P. DeSalvo

Signed, sealed and delivered in the presence of:

Witness

(Print Name)

Witness

(Print Name)

Grantor:

Cathy DeSalvo

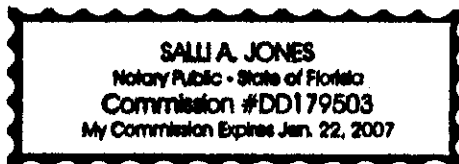
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this

June 23, 2003
(date)

by A.P. DeSalvo & Cathy DeSalvo, who are personally known to me or who has
(Name of persons acknowledging)

produced _____ as identification.
(type of identification)



Salli A Jones
(Signature of person taking acknowledgment)
(Name typed, printed or stamped)
(Title or rank)
(Serial Number, if Any)

Parcel No(s): 127
STRAP No(s): 29-46-24-W1-00100.0190

SCHEDULE A

That portion of Lot 19, Case's Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 1, Page 58; as corrected and clarified by instrument recorded in Deed Book 131, Page 300, all being in the Public Records of Lee County, Florida, lying seaward of the +4.1 NGVD contour line.

This line is shown by a survey conducted on September 19 thru 21, 2000, by Coastal Planning and Engineering, Inc., of Boca Raton, Florida, and is reflected on the survey sketches dated October 23, 2000, and filed in the Public Records of Lee County, Florida.

Department of Public Works
Division of County Lands

Page 1 of 2

Ownership and Easement Search
Search No. 21761/A
Date: July 31, 2000
Parcel: 127
Project: Estero Island, Beach
Renourishment, Project #3022

To: Teresa L. Mann, SRWA
Property Acquisition Agent

From: Nancy A. Bell, CLS
Real Estate Title Examiner

STRAP: 29-46-24-W1-00100.0190

Effective Date: ^{7/25/2003} ~~July 14, 2000~~, at 5:00 p.m.

Subject Property: Lot 19, Case's Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 1, Page 58; as corrected and clarified by instrument recorded in Deed Book 131, Page 300, all being in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**A. P. DeSalvo and Cathy DeSalvo, husband and wife, tenants by the entireties
with right of survivorship**

by that certain instrument dated July 6, 1998, recorded July 6, 1998, in Official Record Book 2982, Page 171, Public Records of Lee County, Florida.

Easements:

1. Easement Agreement for cable services granted to South Florida Cable Television Corp, as set forth in Easement document recorded in Official Record Book 1679, Page 613; as thereafter assigned to South Florida Cablevision, Inc. by document recorded in Official Record Book 1801, Page 2475; and as further assigned to Providence Journal Company by document recorded in Official Record Book 2347, Page 3538, all being in the Public Records of Lee County, Florida. Said Easement runs throughout the premises and is not specifically located.

NOTES FOR INFORMATION:

- a) Access to subject property is via Estero Blvd.
- b) A survey of the coastal construction line in Lee County can be found in Plat Book 31, Page 1, as updated in Plat Book 31-A, Page 1 and as revised in Plat Book 48, Page 15 thru 34, all being in the Public Records of Lee County, Florida.

Ownership and Easement Search

Search No. 21761/A

Date: July 31, 2000

Parcel: 127

Project: Estero Island, Beach

Renourishment, Project #3022

- c) This property is encumbered by a Mortgage recorded in Official Record Book 2982, Page 172 and related U.C.C. Financing Statement in Official Record Book 2982, Page 187, all being in the Public Records of Lee County, Florida.

Tax Status: *NOTE: Tax and assessment information is not indicated on this report. It will be provided at a later date, if determined as being necessary by the end user of this report.
(The end user of this report is responsible for verifying tax and/or assessment information.)*

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

This instrument prepared by:
Lee County
County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398
Project: Estero Island Beach Restoration Project
Parcel No.: 140
Strap No.: 29-46-24-W1-00100.0070

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

(This space is for recording)

TEN (10) YEAR BEACH STORM DAMAGE REDUCTION EASEMENT

Know all by these presents that on this 10th day of June, 2003, Kenneth R. Diepholz, Sr., whose mailing address is 3450 Estero Blvd., Fort Myers Beach, FL 33931, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived from the Estero Island Beach Restoration Project (the "Lee County Shore Protection Project") and other good and valuable consideration, hereby grants, bargains and conveys to Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida, 33902-0398, hereinafter "GRANTEE," a Ten (10) Year Beach Storm Damage Reduction easement (the "EASEMENT") over and in the following described property (the "EASEMENT PROPERTY"):

See Attached Schedule A

Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a ten (10) year term concurrent with the duration of the project in, on, over and across the land described in Schedule A, 29-46-24-W1-00100.0070, for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Lee County Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving to the grantors, his heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence when the United States Army Corps of Engineers ("Corps") or the County records in the public records of Lee County, the Notice to Proceed for the first construction of the Estero Island segment of the Lee County Shore Protection Project and shall terminate after a term of ten (10) years. In the event the Corps or the County fails to record a Notice to Proceed on or before December 31, 2010, this easement shall automatically terminate and be canceled of record.

This is a Nonexclusive Easement with the Grantor reserving the right to the continued free use of the Easement Property in a manner not materially inconsistent with the rights granted herein to Grantee for Grantee's use.

Parcel No.: 140
Strap No.: 29-46-24-W1-00100.0070

IN WITNESS HEREOF, Grantor has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

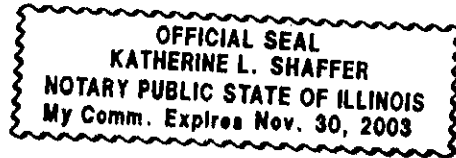
Sheila R. Brown
Witness
Sheila R. Brown
(Print Name)

Roberta Whitley
Witness
Roberta Whitley
(Print Name)

Grantor:

Kenneth R. Diepholz, Sr.
Kenneth R. Diepholz, Sr.

STATE OF Illinois
COUNTY OF Coles



The foregoing instrument was acknowledged before me this June 10, 2003
(date)

by Kenneth R. Diepholz, Sr., who is personally known to me or who has
(Name of persons acknowledging)

produced Drivers License as identification.
(type of identification)

Katherine L. Shaffer
(Signature of person taking acknowledgment)

Katherine L. Shaffer
(Name typed, printed or stamped)

Notary
(Title or rank)

(Serial Number, if any)

Parcel No.: 140
Strap No.: 29-46-24-W1-00100.0070

Schedule A

That portion of Lot 7, Case's Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 1, Page 58; as corrected and clarified by instrument recorded in Deed Book 131, Page 300, all being in the Public Records of Lee County, Florida, lying seaward of the +4.1 NGVD contour line. This line is shown by a survey conducted on September 19 thru 21, 2000 by Coastal Planning and Engineering, Inc., of Boca Raton, Florida, and is reflected on the survey sketches dated October 23, 2000 and filed in the Public Records of Lee County, Florida.

Subject property is not the homestead of the grantors, nor is it contiguous to any homestead of the grantors.

Ownership and Easement Search
Search No. 21764/B
Date: August 14, 2000
Parcel: 140
Project: Estero Island Beach
Renourishment, Project #3022

To: Teresa L. Mann, SR/WA

Property Acquisition Agent

From: Nancy A. Bell, CLS

Real Estate Title Examiner

STRAP: 29-46-24-W1-00100.0070

Effective Date: July 14, 2000, at 5:00 p.m.

Subject Property: Lot 7, Case's Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 1, Page 58; as corrected and clarified by instrument recorded in Deed Book 131, Page 300, all being in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Kenneth R. Diepholz, Sr.

~~KENNETH R. DIEPHOLZ, SR. AND JULIA ANN DIEPHOLZ, Husband and Wife; ROBERT DALE DIEPHOLZ; RONALD ROY DIEPHOLZ; AND KENNETH R. DIEPHOLZ; each owning an undivided one-fifth interest. The interest of Kenneth R. Diepholz, Sr., and Julia Ann Diepholz, Husband and Wife is held as an estate by the entirety with right survivorship, the undivided one-fifth interest of Robert Dale Diepholz, Ronald Roy Diepholz and Kenneth R. Diepholz are held as Tenants in Common.~~

by that certain instrument dated ~~February 20, 1998~~, recorded ~~October 28, 1998~~, in Official Record Book ~~3029~~, Page 1463, Public Records of Lee County, Florida.

Easements:

- 3625* *4486* *Note: Only one witness to signatures of Kenneth R, Sr. & Julia Ann Diepholz*
1. Easement Agreement for cable services granted to South Florida Cable Television Corp, as set forth in Easement document recorded in Official Record Book 1679, Page 613; as thereafter assigned to South Florida Cablevision, Inc. by document recorded in Official Record Book 1801, Page 2475; and as further assigned to Providence Journal Company by document recorded in Official Record Book 2347, Page 3538, all being in the Public Records of Lee County, Florida. Said Easement runs throughout the premises and is not specifically located.

NOTES FOR INFORMATION:

- a) Access to subject property is via Estero Blvd.

Ownership and Easement Search
Search No. 21764/B
Date: August 14, 2000
Parcel: 140
Project: Estero Island Beach
Renourishment, Project #3022

- b) A survey of the coastal construction line in Lee County can be found in Plat Book 31, Page 1, as updated in Plat Book 31-A, Page 1 and as revised in Plat Book 48, Page 15 thru 34, all being in the Public Records of Lee County, Florida.
- c) This property is encumbered by a mortgage recorded in Official Record Book 2677, Page 1566, Public Records of Lee County, Florida.
- d) Deed recorded in Official Record Book 1088, Page 1007, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Tax Status: *NOTE: Tax and assessment information is not indicated on this report. It will be provided at a later date, if determined as being necessary by the end user of this report.
(The end user of this report is responsible for verifying tax and/or assessment information.)*

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

This instrument prepared by:
Lee County
County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398
Project: Estero Island Beach Restoration Project
Parcel No.: 178
Strap No.: 29-46-24-W3-0070C.0010

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

(This space is for recording)

TEN (10) YEAR BEACH STORM DAMAGE REDUCTION EASEMENT

Know all by these presents that on this 13 day of JUNE, 2003, Major Peter B. Ashby, Trustee under Irrevocable Living Trust Agreement dated June 23, 1993, whose mailing address is 248 Debuys Road #148, Biloxi, MS 39531, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived from the Estero Island Beach Restoration Project (the "Lee County Shore Protection Project") and other good and valuable consideration, hereby grants, bargains and conveys to Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida, 33902-0398, hereinafter "GRANTEE," a Ten (10) Year Beach Storm Damage Reduction easement (the "EASEMENT") over and in the following described property (the "EASEMENT PROPERTY"):

See Attached Schedule A

Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a ten (10) year term concurrent with the duration of the project in, on, over and across the land described in Schedule A, 29-46-24-W3-0070C.0010, for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Lee County Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving to the grantor, his heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence when the United States Army Corps of Engineers ("Corps") or the County records in the public records of Lee County, the Notice to Proceed for the first construction of the Estero Island segment of the Lee County Shore Protection Project and shall terminate after a term of ten (10) years. In the event the Corps or the County fails to record a Notice to Proceed on or before December 31, 2010, this easement shall automatically terminate and be canceled of record.

Parcel No.: 178
Strap No.: 29-46-24-W3-0070C.0010

This is a Nonexclusive Easement with the Grantor reserving the right to the continued free use of the Easement Property in a manner not materially inconsistent with the rights granted herein to Grantee for Grantee's use.

IN WITNESS HEREOF, Grantor has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

Grantor:

Merry L. Gress
Witness

Major Peter B. Ashby
Major Peter B. Ashby, Trustee under Irrevocable Living Trust Agreement dated June 23, 1993

Merry L. Gress
(Print Name)

Sherwood McAllister
Witness

Sherwood McAllister
(Print Name)

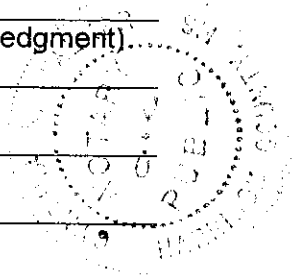
STATE OF Mississippi
COUNTY OF Dennis

The foregoing instrument was acknowledged before me this June 13, 2003 (date)

by Major Peter B. Ashby, Trustee, who is personally known to me or who has (Name of persons acknowledging)

produced military ID (type of identification) as identification.

Cynthia K. Walker
(Signature of person taking acknowledgment)
Cynthia K. Walker
(Name typed, printed or stamped)
Notary Public
(Title or rank)
Bond # 1087778
(Serial Number, if any)



My Commission Expires September 26, 2003

Parcel No(s): 178
STRAP No(s): 29-46-24-W3-0070C.0010

That portion of Lot one (1) and the Southeasterly half (or Southeasterly 25 feet) of Lot two (2) and the Southeasterly 75 feet of Lot three (3), of Block "C", being the Southeasterly 75 feet of said Block "C", Gulf View Plaza, accordingly to the map or plat of said subdivision on file and recorded in the Public Records of Lee County, Florida, in Plat Book 6, at Page 64, lying seaward of the +4.1 NGVD contour line. This line is shown by a survey conducted on September 19 thru 21, 2000 by Coastal Planning and Engineering, Inc., of Boca Raton, Florida, and is reflected on the survey sketches dated October 23, 2000 and filed in the Public Records of Lee County, Florida.

Ownership and Easement Search
Search No. 21772/D
Date: July 3, 2000
Parcel: 178
Project: Beach Renourishment Trust
Fund, Project # 0686

To: Teresa L. Mann, SRWA
Property Acquisition Agent

From: Linda K. Fleming, CLS, SRWA *LKF*
Real Estate Title Examiner

STRAP: 29-46-24-W3-0070C.0010

Effective Date: ^{6/25/2003} ~~June 14, 2000~~, at 5:00 p.m. *SAB*

Subject Property: Lot one (1) and the Southeasterly half (or Southeasterly 25 feet) of Lot two (2) and the Southeasterly 75 feet of Lot three (3), of Block "C", being the Southeasterly 75 feet of said Block "C", Gulf View Plaza, accordingly to the map or plat of said subdivision on file and recorded in the Public Records of Lee County, Florida, in Plat Book 6, at Page 64.

Title to the subject property is vested in the following:

Major Peter B. Ashby, Trustee, under Irrevocable Living Trust Agreement dated 6/23/93

by that certain instrument dated June 24, 1993, recorded January 7, 1994, in Official Record Book 2460, Page 3464, Public Records of Lee County, Florida.

Easements:

None of Record.

1. NOTE: A survey of the coastal construction line in Lee County can be found in Plat Book 31, Page 1, as updated in Plat Book 31-A, Page 1 and as revised in Plat Book 48, Pages 15 thru 34, all in the Public Records of Lee County, Florida.

Tax Status: NOTE: Tax and assessment information is not indicated on this report. It will be provided at a later date, if determined as being necessary by the end user of this report.
(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

IRREVOCABLE LIVING TRUST AGREEMENT

This Agreement, entered into this 23rd day of June, 1993, by and between MAJOR PETER B. ASHBY, CHRISTOPHER W. ASHBY, and CATHERINE W. MURPHY, hereinafter referred to as the Grantors and MAJOR PETER B. ASHBY, hereinafter referred to as the Trustee.

WITNESSETH:

WHEREAS, it is the desire and intent of the Grantors to establish an Irrevocable Living Trust for the uses and purposes hereinafter set forth.

NOW, THEREFORE, the parties hereto agree that the Trust Estate which consists of the real property described in Exhibit "A", shall be held and administered by the Trustee upon the following uses, purposes and trust:

ARTICLE I

The Trustee shall hold the trust property subject, to the terms hereof, as set forth in this Irrevocable Living Trust Agreement.

ARTICLE II

The grantors have or will convey to the trustee the real property commonly known as 4150 Estero Boulevard, Ft. Myers Beach, Florida 33931, and the trustee is directed to maintain this trust for so long of a time as CHRISTOPHER W. ASHBY, desires to live in the aforesaid property which is described in the attached Exhibit "A". In the event CHRISTOPHER W. ASHBY, should die or should he remove himself from the property and reside someplace else other than at 4150 Estero Boulevard, Ft. Myers Beach, Florida 33931, then the trustee is directed to distribute the property outright and free of trust to MAJOR PETER B. ASHBY, CHRISTOPHER W. ASHBY, and CATHERINE W. MURPHY, in equal shares, share and share alike, but in the event any of the foregoing three persons should not be living at that time than such deceased person's share shall pass to his or her issue, per stirpes, but in default of any issue then surviving then such deceased persons share shall go equally to increase the shares of the survivors that are living at that time and the issue of any deceased beneficiary then living, per stirpes.

Alice Welsh Ashby may under her Last Will and Testament give and devise monies to be held subject to the terms of this trust. In the event monies are received from the estate of Alice Welsh Ashby under the terms of her Last Will then the Trustee is directed to hold such monies for the uses and purposes as described in her Will. Specifically in the event there are any monies received from the estate of Alice Welsh Ashby it is generally understood that the monies are to be used for the maintenance, improvements, taxes, insurance and repairs to the property subject to this trust and after this trust is terminated because of Christopher W. Ashby no longer residing at the property subject to this trust, or in the event of his death while residing at the property then any undistributed principal and income shall be divided equally amongst Major Peter B. Ashby, Christopher W. Ashby and Catherine W. Murphy, in equal shares, share and share alike, but in the event any of the foregoing three persons should not be living at that time then such deceased person's share shall pass to his or her issue, per stirpes, but in default of any issue then surviving, then such deceased persons share shall go equally to increase the share of the survivors that are living at that time and the issue of any deceased beneficiary then living, per stirpes.

ARTICLE III

The beneficial interest in the Trust Estate of any Trust herein and held hereunder, shall not be alienated or disposed of or in any manner encumbered while in the possession of the Trustee. Should any such beneficiary alienate, charge, dispose of or encumber his/her interest, either the income or capital thereof before the same shall have been delivered to him/her under the provisions of this agreement, or should any creditor of any beneficiary attempt to seize any funds in the hands of the Trustee, and thereby deprive any beneficiary of the enjoyment thereof, the Trust as to the beneficiary whose interest may be so affected shall thereupon cease and terminate, and shall thereafter during the remainder of the life of such beneficiary, be held and distributed by the Trustee according to his absolute discretion.

ARTICLE IV

If any beneficiary who is entitled to a final distributive of the principal of a Trust Estate shall be a minor, the Trustee is hereby authorized and empowered to continue to hold and manage such share for the benefit of such minor during his/her minority; but this authority shall be considered as a power only and shall not operate to suspend the absolute vesting thereof in such minor. The Trustee may, during the minority of such beneficiary accumulate all or any part of the net income or pay so much thereof or so much of the principal of such Trust Estate as he shall deem proper for his/her education, maintenance and welfare.

ARTICLE V

In the disbursement of funds to be paid or for the use and benefit of any beneficiary who shall be a minor, the Trustee may make payments of the same to the parent, guardian or such other person as may have the custody of the person of that minor at the time such payments are made; and when a minor has attained sufficient age to make it probable in the sole discretion of the Trustee that the money will be properly expended, may pay directly to the minor, and a receipt of such person shall be a full acquittance of the Trustee as to any amount so paid.

ARTICLE VI

The Trustee shall be entitled to such compensation for his/her services as Trustee hereunder as is mutually agreed upon by the Grantors and the Trustee.

ARTICLE VIII

In the administration of the Trust, the Trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity primarily in the interest of the beneficiaries:

(a) To hold and continue to hold as an investment the property received hereunder, and any additional property which may be received by him or her as long as he or she deems it proper, and to invest and reinvest in any securities or property, whether or not income producing, deemed by him to be for the best interest of the trust and the beneficiaries hereunder, without being limited to trust or chancery investments provided by law, and notwithstanding that the same may constitute leaseholds, royalty interests, patents, interests in mines, oil and gas wells, or timber lands or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments.

(b) To rent or lease any property of the trust for such time and upon such terms and for such price or prices as in his discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiaries hereunder, irrespective of the provisions of any statute or of the termination of any trust.

(c) To sell and convey any of the property of the trust or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in his discretion and judgment may be deemed for the best interest of the trust and the beneficiaries hereunder, and to execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

(d) To make all repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the trust, and to build, construct, and complete any building or buildings upon such property which in his discretion and judgment may be deemed advisable and proper and for the best interests of the trust and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between capital and income.

(e) To deduct, retain, expend, and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operations and conduct of the trust, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the trust.

(f) To vote upon all securities belonging to the trust, and to become a party to any stockholders' agreements deemed advisable by him or her in connection with such securities.

(g) To consent to the reorganization, consolidation, merger liquidation, readjustment of or other change in any corporation, company or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property of which may at the time be held by him or her hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any persons owing similar property in his own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the entrance into voting trust, and the making of agreements or subscriptions which he may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which he may so acquire.

(h) To compromise, settle, arbitrate, or defend any claim or demand in favor of or against the trust; to enforce any bonds, mortgages or other obligations or liens held hereunder and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as he may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration.

(j) To borrow money for any purposes of the trust, or incidental to the administration thereof, upon his bond or promissory note as Trustee, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the property of the Trust, and, with respect to the purchase of any property, as part of the consideration given therefore, to assume a liability of the transferor or to acquire such property subject to a liability.

(k) To lend money to any person or persons upon such terms and in such ways and with such security as he may deem advisable for the best interest of the Trust and the beneficiaries hereunder.

(l) To determine the manner in which the expenses incidental to or in connection with the administration of the Trust shall be apportioned as between capital and income.

(m) To make any division or distribution required under the terms of this agreement in kind or in money, or partly in kind and partly in money, and to that end to allot within the trust such stock, securities, or other property, real or personal, as to him seems proper in his absolute discretion, and his judgment as to the value of such stock, securities, or other property so allocated shall be conclusive on all parties. The Trustee shall not be required to make physical division of the funds except when necessary for distribution of capital, but may, in his discretion, keep the capital of the Trust in one or more consolidated funds in which the Trust has undivided interests. The Trustee shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of the Trust herein created or for depreciation in respect to any tangible property, or for the purpose of amortizing or making good any amounts paid in premiums on the purchase of securities or of any other property.

ARTICLE VIII

Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to Trustee generally pursuant to law shall be construed to enable the Grantor, or the Trustee or either of them, or any other persons to purchase, exchange, or otherwise deal with or dispose of all or any part of the capital or income of the Trust for less than an adequate consideration in money or money's worth, or to enable the Grantors to borrow all or any part of the capital or income of the Trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee shall have or exercise the power to vote or direct the voting of any stock or other securities of the Trust, to control the investments of the Trust either by directing investments or reinvestments or by voting proposed investments or reinvestments, or to reacquire or exchange any property of the Trust by substituting other property of an equivalent value.

ARTICLE IX

No person purchasing, renting, or leasing any of the property of the Trust, or in any manner dealing with the Trust or with the Trustee, shall be required to inquire into the authority of the Trustee to enter into any transaction, or to account for the application of any moneys paid to the Trustee on any account.

ARTICLE X

This Trust Agreement has been executed and delivered in Florida and shall be construed and administered according to the laws of the State of Florida.

ARTICLE XI

The Trust created herein and hereby shall be irrevocable and the Grantors hereby expressly waive all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source they may heretofore or hereafter acquire such rights and powers, to alter, amend, revoke, or terminate the Trust, or any of the terms of this Agreement in whole or in part.

ARTICLE XII

The Trustees shall not be required to give any bond or other security in any jurisdiction.

ARTICLE XIII

Upon the death, incapacity or resignation as Trustee the following persons, in the order named, shall be the successor Trustee hereunder, with all the rights privileges, powers, and discretion granted herein to the Trustee: CATHERINE W. MURPHY

IN WITNESS WHEREOF, this Agreement has been signed by the Grantors and the Trustee, as of the day and year first above written.

Maj. P. Ashby
 MAJOR PETER B. ASHBY, Grantor

Christopher W. Ashby
 CHRISTOPHER W. ASHBY, Grantor

Catherine W. Murphy
 CATHERINE W. MURPHY, Grantor

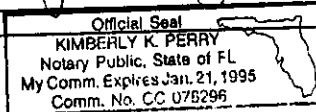
Maj. P. Ashby
 MAJOR PETER B. ASHBY, Trustee

STATE OF FLORIDA)
)ss:
COUNTY OF)

Execution of the foregoing instrument was acknowledged before me this 23rd day of June, 1993, by MAJOR PETER B. ASHBY, Grantor and MAJOR PETER B. ASHBY, Trustee who is personally known to me or who has produced sufficient evidence of identification (described below) and who did take an oath.

Description of identification produced: _____

Signature of Notary Public: *Kimberly K. Perry*
Type/Print Name of Notary : _____
Commission Number: _____
Commission Exp. Date: _____



STATE OF)
)ss:
COUNTY OF)

Execution of the foregoing instrument was acknowledged before me this 24 day of June, 1993, by CHRISTOPHER W. ASHBY, who is personally known to me or who has produced sufficient evidence of identification (described below) and who did not take an oath.

Description of identification produced: _____

Signature of Notary Public: *Dianne Thacker*
Type/Print Name of Notary : DIANNE THACKER
Commission Number: _____
Commission Exp. Date: _____

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAR. 17, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF New York)
)ss:
COUNTY OF Rensselaer)

Execution of the foregoing instrument was acknowledged before me this 15th day of June, 1993, by CATHERINE W. MURPHY, who is personally known to me or who has produced sufficient evidence of identification (described below) and who did not take an oath.

Description of identification produced: New York Drivers License

Signature of Notary Public: *Uelta Ramsey*
Type/Print Name of Notary : Uelta Ramsey
Commission Number: 4980292
Commission Exp. Date: 7/15/95

This instrument prepared by:
Lee County
County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398
Project: Estero Island Beach Restoration Project
Parcel No.: 202
Strap No.: 28-46-24-W4-02200.000A

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

(This space is for recording)

TEN (10) YEAR BEACH STORM DAMAGE REDUCTION EASEMENT

Know all by these presents that on this 9th day of June 2003, 2003, Island Towers Resort Condominium Association, Inc., a corporation existing under the laws of the State of Florida, whose mailing address is 4900 Estero Boulevard, Fort Myers Beach, FL 33931, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived from the Estero Island Beach Restoration Project (the "Lee County Shore Protection Project") and other good and valuable consideration, hereby grants, bargains and conveys to Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida, 33902-0398, hereinafter "GRANTEE," a Ten (10) Year Beach Storm Damage Reduction easement (the "EASEMENT") over and in the following described property (the "EASEMENT PROPERTY"):

See Attached Schedule A

Temporary Beach Storm Damage Reduction Easement: A temporary and assignable easement and right-of-way for a ten (10) year term concurrent with the duration of the project in, on, over and across the land described in Schedule A, 28-46-24-W4-02200.000A, for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Lee County Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving to the grantor, its heirs, successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence when the United States Army Corps of Engineers ("Corps") or the County records in the public records of Lee County, the Notice to Proceed for the first construction of the Estero Island segment of the Lee County Shore Protection Project and shall terminate after a term of ten (10) years. In the event the Corps or the County fails to record a Notice to Proceed on or before December 31, 2010, this easement shall automatically terminate and be canceled of record.

Parcel No.: 202
Strap No.: 28-46-24-W4-02200.000A

This is a Nonexclusive Easement with the Grantor reserving the right to the continued free use of the Easement Property in a manner not materially inconsistent with the rights granted herein to Grantee for Grantee's use.

IN WITNESS HEREOF, Grantor has caused these presents to be executed on the date first above written.

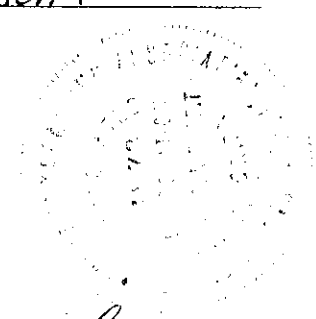
Signed, sealed and delivered in the presence of:

Grantor: Island Towers Condominium Association, Inc., a Florida corporation

[Signature]
Witness
Richard Ramadan
(Print Name)

By: [Signature]
Name
Vice - PRESIDENT
Title

[Signature]
Witness
Irene Connelly
(Print Name)



STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th June 2003
(date)

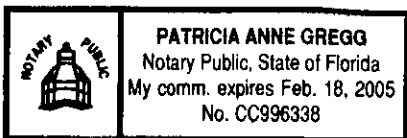
DIANE J. STEWART of Island Towers Condominium Association, Inc.
(name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida non-profit Corporation, on behalf of the corporation. He/she is
(state or place of incorporation)

personally known to me or has produced FL DL S369-170-46-622-0
(type of identification)

as identification.

[Signature]
(Signature of person taking acknowledgment)
PATRICIA ANNE GREGG
(Name typed, printed or stamped)
(Title or rank) TELLER
(Serial Number, if any) CC 996338



Parcel No(s).: 202
STRAP No(s).: 28-46-24-W4-02200.000A

SCHEDULE A

That portion of the following described parcel lying seaward of the +4.1 NGVD contour line:

From the Southeast corner of the fractional SW 1/4 of said Section 28 run Westerly along the South line of said section for 1643.70 feet to the Northwestern corner of Lot 20, Block 6, Gulf Heights Subdivision according to the plat thereof recorded in Plat Book 6, Page 39 of the Public Records of Lee County, thence Northwesterly at an angle of 139°39' East to Northwest for 736.27 feet; thence Northeasterly at an angle 92°00' Southeasterly to Northeasterly with the last mentioned course along the Northwesterly line of the lands conveyed by deed recorded in Deed Book 212, Page 490 of the Public Records for 256.0 feet more or less to the centerline of Estero Boulevard (State Road No. 865); thence run Northwesterly along said centerline for 135.64 feet to the point of beginning of the lands herein described; continue Northwesterly along said centerline for 135.64 feet; thence Southwesterly at an angle 91°38' Northwest to Southwest with said centerline along the Northeasterly prolongation of and along the Southeasterly line of the walkway easement described in Deed Book 219, Page 82 of said Public Records to the waters of the Gulf of Mexico; thence Southeasterly along said waters to an intersection with a line passing through the point of beginning at an angle of 88°22' Southeast to Southwest with said centerline of Estero Boulevard; thence run Northeasterly along said line to the point of beginning.

This line is shown by a survey conducted on September 19 thru 21, 2000, by Coastal Planning and Engineering, Inc., of Boca Raton, Florida, and is reflected on the survey sketches dated October 23, 2000, and filed in the Public Records of Lee County, Florida.

Department of Public Works
Division of County Lands

Page 1 of 2

Ownership and Easement Search

Search No. 21777/C

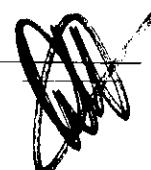
Date: May 17, 2000

Parcel: 202

Project: Beach Renourishment Trust
Fund, Project #686

To: Teresa L. Mann, SR/WA
Property Acquisition Agent

From: David M. White, CLS
Real Estate Title Examiner



STRAP: 28-46-24-W4-02200.000A

6/25/2003

Effective Date: ~~April 25, 2000~~, at 5:00 p.m.



Subject Property: See attached Schedule "X".

Title to the subject property is vested in the following:

Island Towers Resort Condominium Association, Inc.

by that certain instrument dated June 2, 1978, recorded August 3, 1978, in Official Record Book 1291, Page 265, Public Records of Lee County, Florida. Said instrument was amended in Official Record Book 1422, Page 429 and Official Record Book 3073, Page 2517, all being in the Public Records of Lee County, Florida.

Easements:

1. Declaration of Condominium as recorded in Official Record Book 1291, Page 265, Public Records of Lee County, Florida. Said Declaration was amended in Official Record Book 1422, Page 429 and Official Record Book 3073, Page 2517, Public Records of Lee County, Florida. We cannot determine if the easements affect the project area.

NOTE FOR INFORMATION: A Survey of the coastal construction set back line in Lee County can be found in Plat Book 31, Page 1, as updated in Plat Book 31-1, Page 1 and as revised in Plat Book 48, pages 15 thru 34, all in the Public Records of Lee County, Florida.

NOTE: Tax and assessment information is not indicated on this report. It will be provided at a later date, if determined necessary by the end user of this report.

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

*Grant of Easement to Medicone Enterprises
rec. 10/6/00 in 3312/3102*



Florida Non Profit

ISLAND TOWERS RESORT CONDOMINIUM ASSOCIATION, INC.

PRINCIPAL ADDRESS
 4900 ESTERO BLVD
 FT MYERS BCH FL 33931
 Changed 05/12/1983

MAILING ADDRESS
 4900 ESTERO BLVD
 FT MYERS BCH FL 33931
 Changed 05/12/1983

Document Number 743387	FEI Number 591933924	Date Filed 06/27/1978
State FL	Status ACTIVE	Effective Date NONE
Last Event AMENDED AND RESTATED ARTICLES	Event Date Filed 11/25/1998	Event Effective Date NONE

Registered Agent

Name & Address
MCCOMB, JULIE M. 4900 ESTERO BLVD. FT. MYERS BCH. FL 33931
Name Changed: 07/11/1989
Address Changed: 07/11/1989

Officer/Director Detail

Name & Address	Title
WALETZKO, GEORGE 77430 LAKE BREEZE DR. #213 FORT MYERS FL 33907 US	TD
MC CLYMONDS, MARIE 1328 SE 37TH CT. CAPE CORAL FL 33904 US	D
BRODHECKER, ROBERT 4591 TRAWLER COURT FORT MYERS FL 33919	PD
STEWART, DIANE J 16900 SLATER ROAD., #40 FORT MYERS FL 33917	VPD
BEHLS, GARY 198 MARLENE DRIVE BEAVER FALLS PA 15010	SD

WOLK, PERRY 2337 WOODLAND TERRACE FT. MYERS FL 33907	D
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Annual Reports

Report Year	Filed Date	Intangible Tax
2001	04/19/2001	
2002	05/19/2002	
2003	03/17/2003	



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No Name History Information

Document Images

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- [04/19/2001 -- ANN REP/UNIFORM BUS REP](#)
- [04/14/2000 -- ANN REP/UNIFORM BUS REP](#)
- [04/02/1999 -- ANNUAL REPORT](#)
- [11/25/1998 -- Amended and Restated Articles](#)
- [03/30/1998 -- ANNUAL REPORT](#)
- [03/21/1997 -- ANNUAL REPORT](#)
- [03/26/1996 -- 1996 ANNUAL REPORT](#)

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

