

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: 2010-044

1. Requested Motion:

Meeting Date: April 5, 2010

Approve execution of the Sovereignty Submerged Lands Fee Waived Lease Instrument by Mayor Kiker.

Why the action is necessary:

The Sovereignty Submerged Lands Fee Waived Lease Instrument was provided to the Town with instructions that it be executed within 30 days of receipt. The lease instrument must be executed for the submerged land lease to be valid.

What the action accomplishes:

Directs acceptance of the Sovereignty Submerged Lands Fee Waived Lease Instrument. The signed and witnessed instrument is to be returned to the Florida Department of Environmental Protection (FDEP) for final execution after which it will be provided to the Town for recording at Lee County Clerk of Courts.

2. Agenda:

- Consent
- Administrative

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other

4. Submitter of Information:

- Council
- Town Staff
- Town Attorney

5. Background:

The Fee Waived Lease Instrument issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida with the referenced Field Survey of Two Submerged Land Leases dated August 26, 2009 is attached for Council consideration. Though the lease contemplates the construction of a specific structure, a structure of a different design could be established with modification to regulatory permits from FDEP and the U.S. Army Corps of Engineers (ACOE) and a lease modification. Demonstration of a submerged land lease for the existing dock has been requested by Florida Communities Trust.

Key details of the lease instrument:

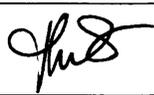
- The effective period of the lease is for five (5) years from February 2, 2010;
- Automatic termination of the lease if construction of authorized structures is not made within five (5) years;
- A pier structure with a design different than currently proposed may be built with amendments to the lease and permit;
- Authorized uses of the leased area include a 2-slip docking facility (the existing dock) and an observation fishing pier in conjunction with the Mound House;
- Fueling, sewage pumpout facilities, and liveboards are expressly prohibited uses;
- Use of the leased premises by vessels for the purposes of gambling is prohibited;
- Termination of the lease may be optioned by the Lessor if the lessee does not maintain fee simple title interest in the riparian upland property

6. Alternative Action:

7. Management Recommendations:

Provide direction for execution of the Sovereignty Submerged Lands Fee Waived Lease Instrument.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

- Approved Denied Deferred Other



Memo

To: Town Council through Terry Stewart, Town Manager

Cc:

From: Theresa Schober, ^{TSS} Cultural Resources Director

Date: 3/26/10

Re: Sovereignty Submerged Lands Fee Waived Lease Instrument

As part of the process for obtaining an Environmental Resource Permit and Authorization to Use Sovereign Submerged Lands from FDEP and the U.S. Army Corps of Engineers (ACOE) for the Mound House Landscape Restoration and Park Improvements project originally submitted on April 21, 2008, it was determined by FDEP that a submerged land lease would be required for an observation pier and the existing Mound House dock. The attached Sovereignty Submerged Lands Fee Waived Lease Instrument issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida provides for lease of 10,155 square feet of submerged land in Matanzas Pass. The required notice of intent to apply for a submerged land lease including the field survey was mailed to property owners within 500 feet of the project area on October 2, 2009.

The effective period of the lease is for five (5) years from February 2, 2010. The lease is automatically terminated if the construction of authorized structures is not made within the five (5) years. Authorized uses of the leased area include a two-slip docking facility (the existing Mound House dock) and an observation/fishing pier in conjunction with Mound House operations. Fueling, sewage pumpout facilities, and liveboards are expressly prohibited uses as is the use of leased premises by vessels for the purposes of gambling. Changes to the construction design are possible with modification of the regulatory permits from FDEP and ACOE received on February 3, 2010 and June 3, 2009, respectively. Termination of the lease may be optioned by the Lessor if the Lessee does not maintain fee simple title interest in the riparian upland property.

A further requirement is that the Lessee shall maintain and retain separate accounting records for gross revenue derived directly and indirectly from leased premises and gross revenue derived from operations on riparian upland property for the term of the lease and any renewals.

This Instrument Prepared By:
Celeta Wallace
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 360344775
PA NO. 36-0143580-004

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Town of Fort Myers Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 29, Township 46 South, Range 24 East, in Matanzas Pass, Lee County, containing 10,155 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 26, 2009.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from February 2, 2010, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 2-slip docking facility and observation fishing pier exclusively to be used for mooring of recreational vessels, tour vessels and kayaks, fishing and passive recreational activities in conjunction with an upland cultural and environmental learning center, and museum, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Environmental Resource Permit No. 36-0143580-004, dated February 2, 2010, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

[02-29]

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

4. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

5. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

7. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Town of Fort Myers Beach, Florida
2523 Estero Boulevard
Fort Myers, Florida 33931

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 8 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in the riparian upland property enforceable in summary proceedings as provided by law.

20. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

21. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

22. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

23. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

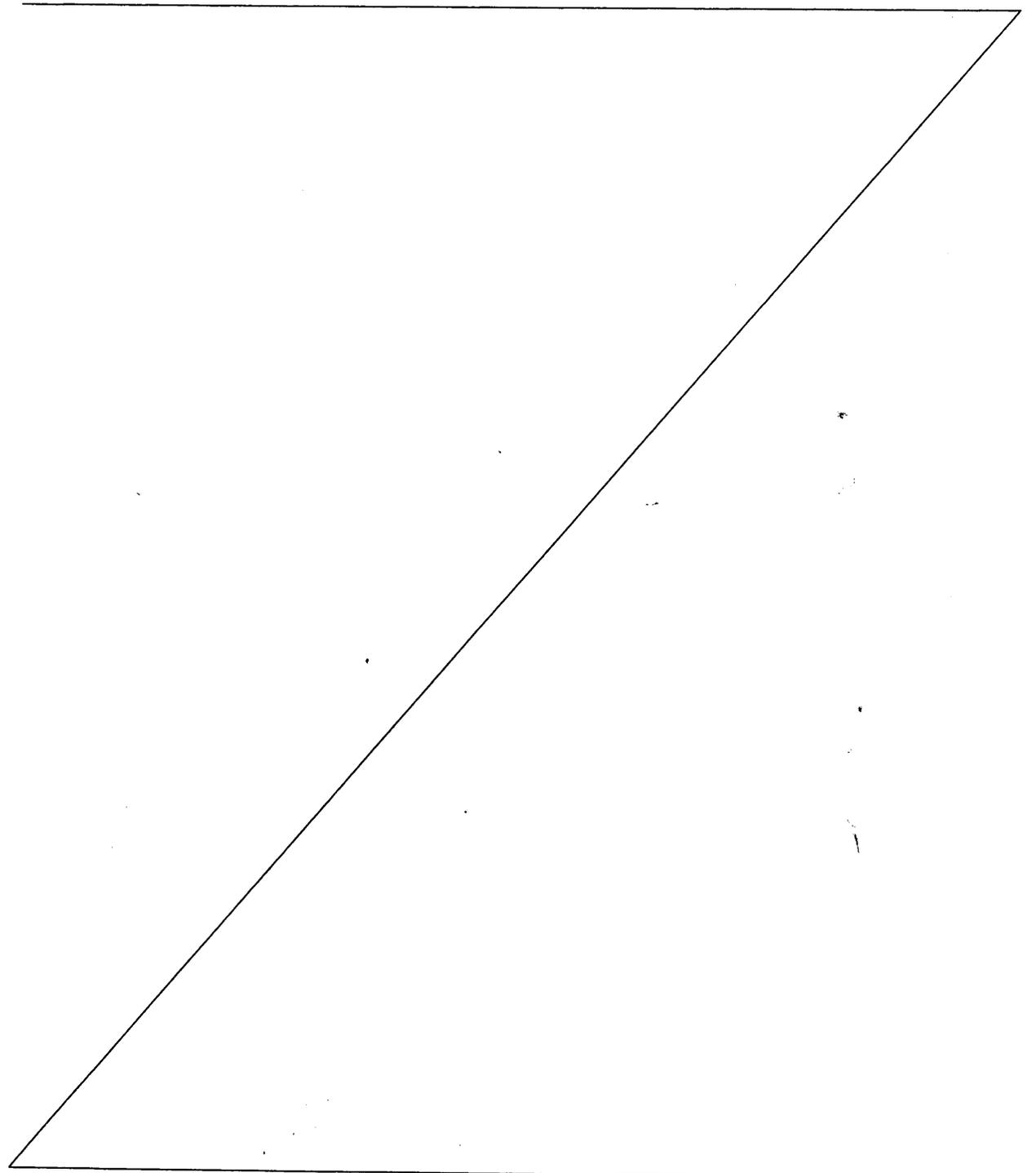
24. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. SPECIAL LEASE CONDITION: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.



WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY:

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Notary Public, State of Florida

DEP Attorney

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Town of Fort Myers Beach, Florida

(SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Larry Kiker

Typed/Printed Name of Executing Authority

Original Signature

Mayor

Title of Executing Authority

Typed/Printed Name of Witness

"LESSEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Larry Kiker as Mayor, for and on behalf of Town of Fort Myers Beach, Florida. He is personally known to me or who has
produced

My Commission Expires:

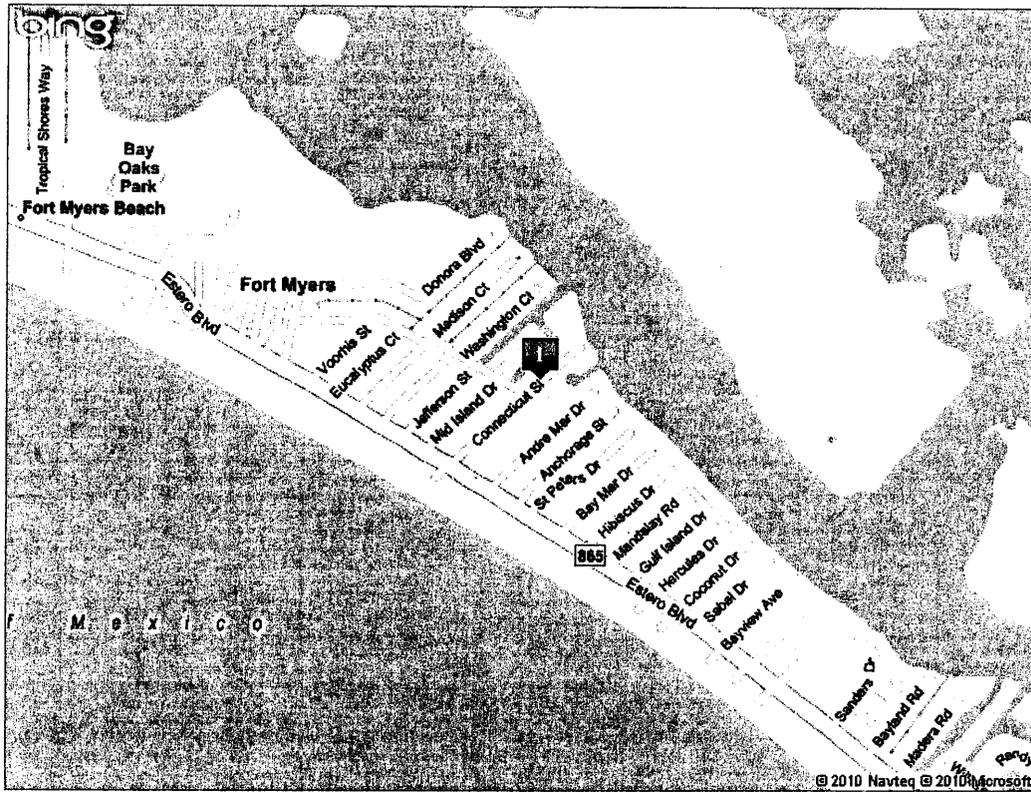
Notary Signature

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

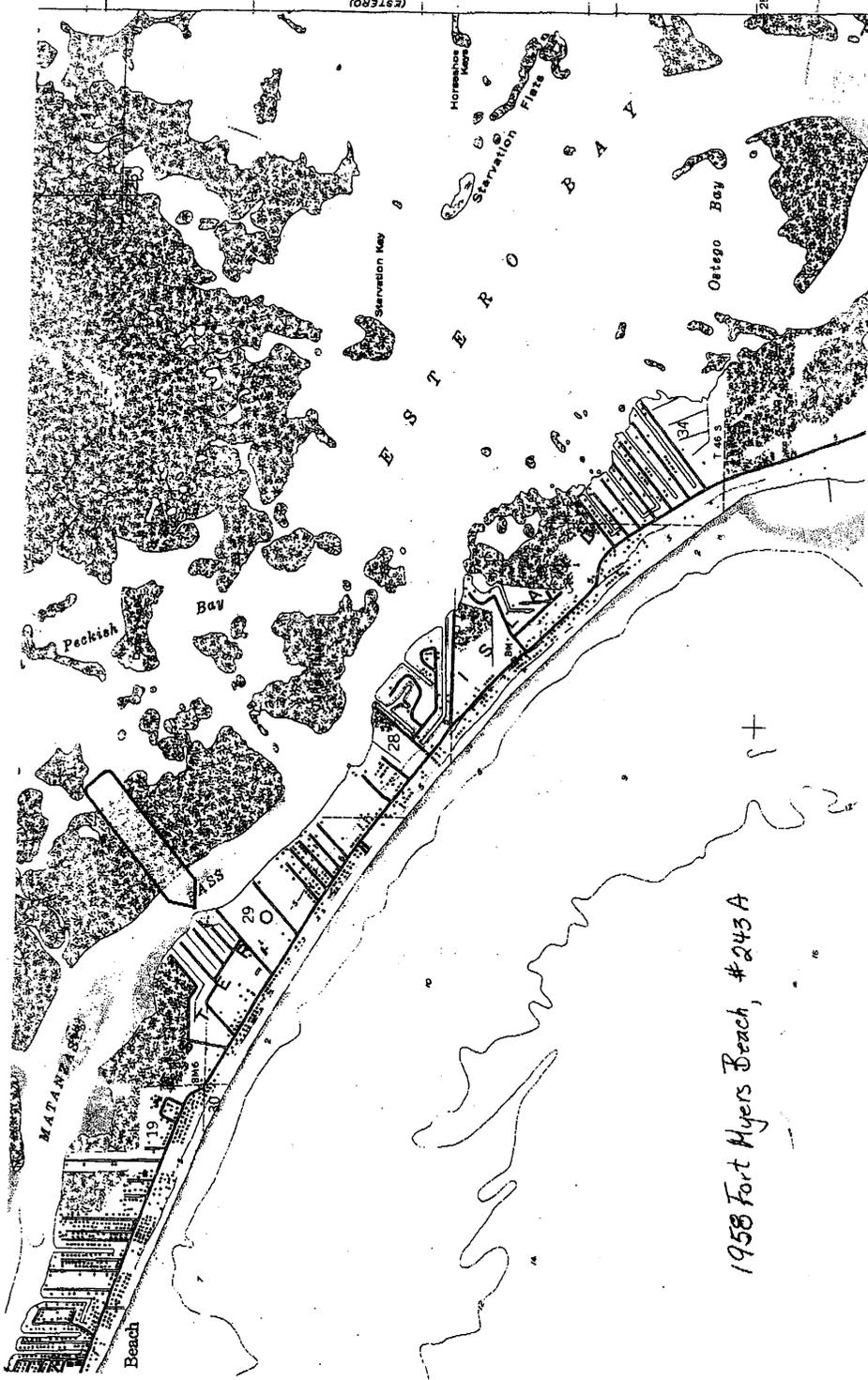
Search results for Mound House



FAX

APR 29 2008

RECEIVED



PREPARED FOR: TOWN OF FORT MYERS BEACH

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

FIELD SURVEY (A.K.A. BOUNDARY SURVEY) OF TWO SUBMERGED LAND LEASES:

- SHEET 1: SURVEY CERTIFICATION, GENERAL NOTES
- SHEET 2: VICINITY MAP
- SHEET 3: LEGAL DESCRIPTION OF SUBMERGED LAND LEASE - EDUCATION AND FISHING PURPOSES
- SHEET 4: MAP OF FIELD SURVEY (A.K.A. BOUNDARY SURVEY), SUBMERGED LAND LEASE - EDUCATION AND FISHING PURPOSES
- SHEET 5: LEGAL DESCRIPTION OF SUBMERGED LAND LEASE - EXISTING DOCK
- SHEET 6: MAP OF FIELD SURVEY (A.K.A. BOUNDARY SURVEY), SUBMERGED LAND LEASE - EXISTING DOCK
- SHEET 7: DIMENSION TABLES TO ACCOMPANY MAP OF FIELD SURVEYS
- SHEET 8: DETAIL OF PROPOSED PIER AND EXISTING PIER LEASE AREAS
- SHEET 9: EXHIBIT OF SHORELINE AND CHANNEL DISTANCES

RECEIVED - D.E.P.

SEP 04 2009

SOUTH DISTRICT

RWA, INC.
SURVEYING & MAPPING, CIVIL ENGINEERING, PLANNING AND VISUALIZATION
6610 WILLOW PARK DRIVE, SUITE 200
NAPLES, FLORIDA 34109

BY: 
MICHAEL A. WARD, PROFESSIONAL SURVEYOR AND MAPPER LS# 5301

8/20/09
SIGNING DATE

GENERAL NOTES:

DATE OF LAST FIELD WORK: 2/9/09

CERTIFICATE OF AUTHORIZATION # LB-6952

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.

DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

THE ATTACHED FIELD SURVEYS ARE ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

ONLY THOSE EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS KNOWN TO THE SURVEYOR ARE SHOWN HEREON; NO ABSTRACT WAS SUPPLIED TO OR REVIEWED BY THE SURVEYOR.

SURFACE AND AERIAL IMPROVEMENTS HAVE BEEN LOCATED, AS SHOWN; NO SUBSURFACE IMPROVEMENTS HAVE BEEN LOCATED OTHER THAN SHOWN.

TIES, IF ANY, AS DEPICTED HEREON ARE PERPENDICULAR TO PARCEL LINES.

THE ATTACHED FIELD SURVEYS ARE FOR THE EXCLUSIVE USE OF THE PARTY(IES) IT WAS ORIGINALLY PREPARED FOR, AS DEPICTED HEREON, AND IS NOT TRANSFERABLE.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF CONNECTICUT STREET AS BEING NORTH 47°23'14" WEST, 1983 NORTH AMERICAN DATUM, 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM (GRID) FOR FLORIDA WEST ZONE.

PROPERTY LIES WITHIN FLOOD ZONE "A13 EL 12 NGVD 29" (EL 10.82 NAVD 88 PER VERTCON), PER FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO.: 125124 0433 B WITH AN EFFECTIVE DATE OF SEPTEMBER 19, 1984.

THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

THIS SURVEY IS BASED IN PART ON A BOUNDARY/MEAN HIGH WATER LINE SURVEY PREPARED BY THIS FIRM IN MARCH, REVISED JULY 2008, REISSUED FEBRUARY 2009. APPROVED BY THE BUREAU OF SURVEY AND MAPPING 8/25/09, MEAN HIGH WATER SURVEY FILE NUMBER 4468.

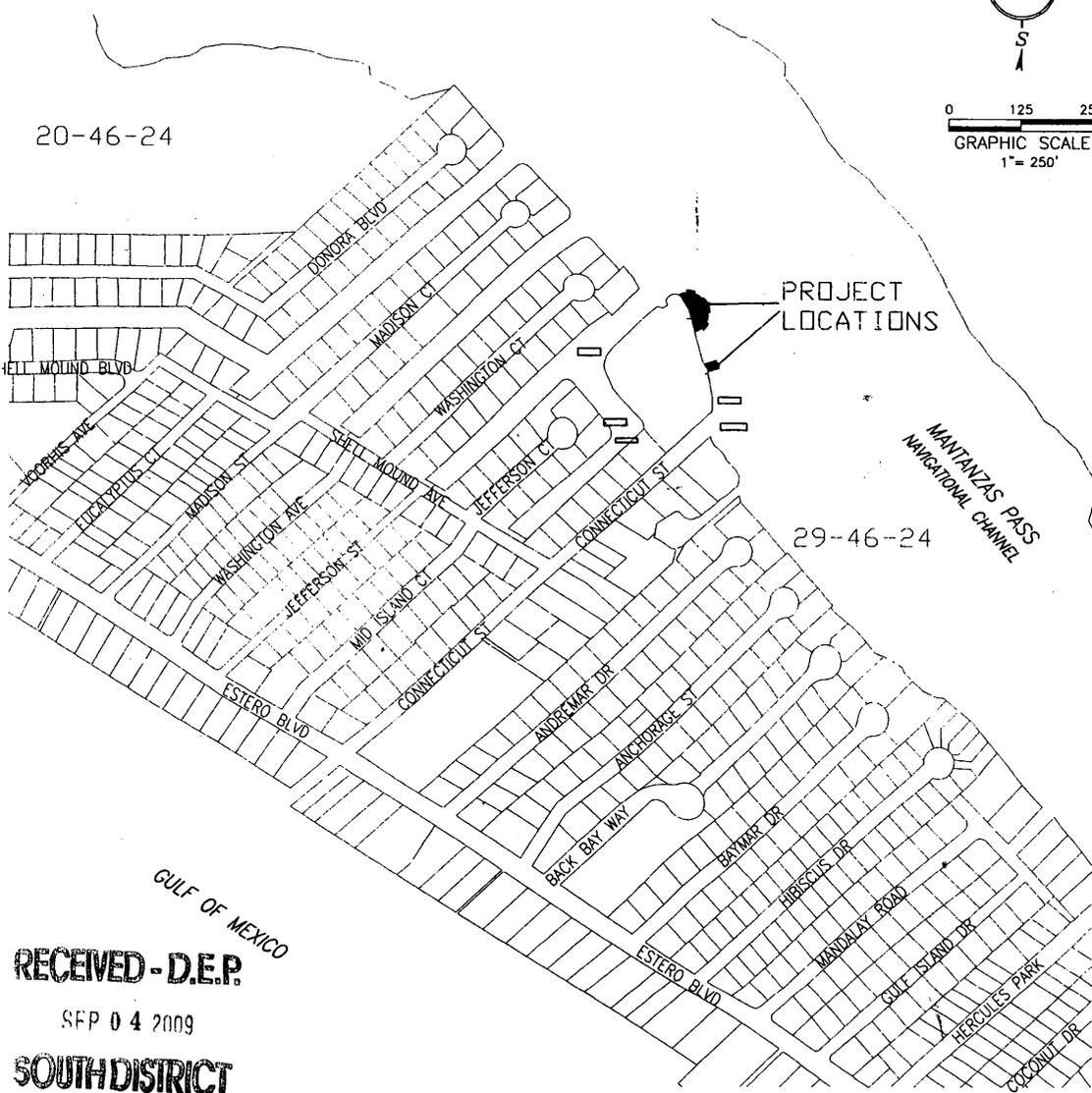
July 6, 2009 2:39 PM S:\2008\080017.00.01 Submerged Land Lease - Education-Fishing\0001 Boundary Survey\Submerged Land Lease\0800170001LEASE Rev2.dwg

 <p>INC. Planning Visualization Civil Engineering Surveying & Mapping</p> <p>6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 Florida Certificate of Authorization # lb-6952</p>	DATE: 2/5/09	CLIENT: TOWN OF FORT MYERS BEACH	
	SCALE: N/A	TITLE: SUBMERGED LAND LEASES COVER SHEET	
	DRAWN BY: R.A.K.		
	CHECKED BY: M.A.W.	PROJECT NUMBER: 080017.00.01	SHEET NUMBER: 1 OF 9

VICINITY MAP



0 125 250
 GRAPHIC SCALE
 1" = 250'



RECEIVED - D.E.P.

SEP 04 2009

SOUTH DISTRICT

July 6, 2009 2:39 PM S:\2008\080017.00.01 Submerged Land Lease - Education-Fishing\0001 Boundary Survey\Submerged Land Lease\0800170001LEASE Rev2.dwg

RWA INC.
 CONSULTING
 Planning
 Visualization
 Civil Engineering
 Surveying & Mapping
 6610 Willow Park Drive, Suite 200
 Naples, Florida 34109
 Phone: (239) 597-0575
 FAX: (239) 597-0578
 Florida Certificate of Authorization # 1b-6952

DATE: 2/5/09	CLIENT: TOWN OF FORT MYERS BEACH
SCALE: 1" = 250'	TITLE: SUBMERGED LAND LEASES VICINITY MAP
DRAWN BY: R.A.K.	
CHECKED BY: M.A.W.	
SEC: TWP: RGE: 29 46S 24E	PROJECT NUMBER: 080017.00.01
	SHEET NUMBER: 2 OF 9
	FILE NUMBER: 0001

LEGAL DESCRIPTION
(SUBMERGED LAND LEASE: EDUCATION-FISHING)

A PARCEL OF LAND LYING ON OSTEGO BAY (ALSO KNOWN AS MANTANZAS PASS), LOCATED IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, AS SHOWN ON SHELL MOUND PARK SUBDIVISION PLAT, RECORDED IN PLAT BOOK 11, PAGE 4, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CONNECTICUT STREET AS SHOWN ON SAID SHELL MOUND PARK PLAT, THE FOLLOWING TWO (2) DESCRIBED COURSES:

- 1) THENCE N.47°23'14"E. FOR 475.11 FEET;
- 2) THENCE N.47°22'31"E. FOR 212.38 FEET, TO A POINT LYING ALONG THE MEAN-HIGH WATER LINE;
THENCE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) DESCRIBED COURSES:
 - 1) THENCE N.00°01'32"E. FOR 50.02 FEET;
 - 2) THENCE N.10°09'45"W. FOR 94.68 FEET;
 - 3) THENCE N.43°52'49"W. FOR 9.36 FEET;
 - 4) THENCE N.23°37'12"W. FOR 28.66 FEET;
 - 5) THENCE N.15°11'06"W. FOR 95.23 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING THREE (3) DESCRIBED COURSES:

- 1) THENCE N.15°11'06"W. FOR 82.07 FEET;
- 2) THENCE N.33°41'31"W. FOR 49.35 FEET;
- 3) THENCE N.47°07'28"W. FOR 10.72 FEET, TO A POINT OF CURVATURE;
THENCE LEAVING SAID MEAN HIGH WATER LINE, EASTERLY 30.60 FEET, ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 58.37 FEET, THROUGH A CENTRAL ANGLE OF 30°02'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.69°34'00"E. FOR 30.25 FEET, TO A POINT OF TANGENCY;
THENCE N.00°16'06"W. FOR 9.19 FEET, TO A POINT OF CURVATURE;
THENCE EASTERLY 31.93 FEET, ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 72.78 FEET, THROUGH A CENTRAL ANGLE OF 25°08'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.81°26'14"E. FOR 31.67 FEET, TO A POINT OF TANGENCY;
THENCE S.17°12'56"W. FOR 8.63 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY 32.37 FEET, ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 58.34 FEET, THROUGH A CENTRAL ANGLE OF 31°47'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.55°42'44"E. FOR 31.96 FEET, TO A POINT OF TANGENCY;
THENCE N.50°46'05"E. FOR 5.59 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY 59.10 FEET, ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 63.33 FEET, THROUGH A CENTRAL ANGLE OF 53°28'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.22°40'19"E. FOR 56.98 FEET, TO A POINT OF TANGENCY;
THENCE S.83°50'49"W. FOR 5.59 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHERLY 32.39 FEET, ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 58.34 FEET, THROUGH A CENTRAL ANGLE OF 31°48'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.10°22'43"W. FOR 31.97 FEET, TO A POINT OF TANGENCY;
THENCE S.62°43'45"E. FOR 8.62 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY 31.90 FEET, ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 72.77 FEET, THROUGH A CENTRAL ANGLE OF 25°06'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.35°57'19"W. FOR 31.64 FEET, TO A POINT OF TANGENCY;
THENCE N.45°27'16"W. FOR 9.17 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY 27.39 FEET, ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 57.28 FEET, THROUGH A CENTRAL ANGLE OF 27°23'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.63°25'33"W. FOR 27.13 FEET, TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN.

CONTAINING 8,807 SQUARE FEET OR 0.2 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF CONNECTICUT STREET AS BEING NORTH 47°23'14" WEST, 1983 NORTH AMERICAN DATUM, 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM (GRID) FOR FLORIDA WEST ZONE.

RECEIVED - D.E.P.

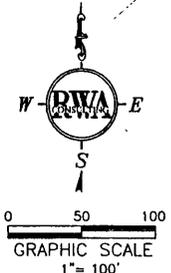
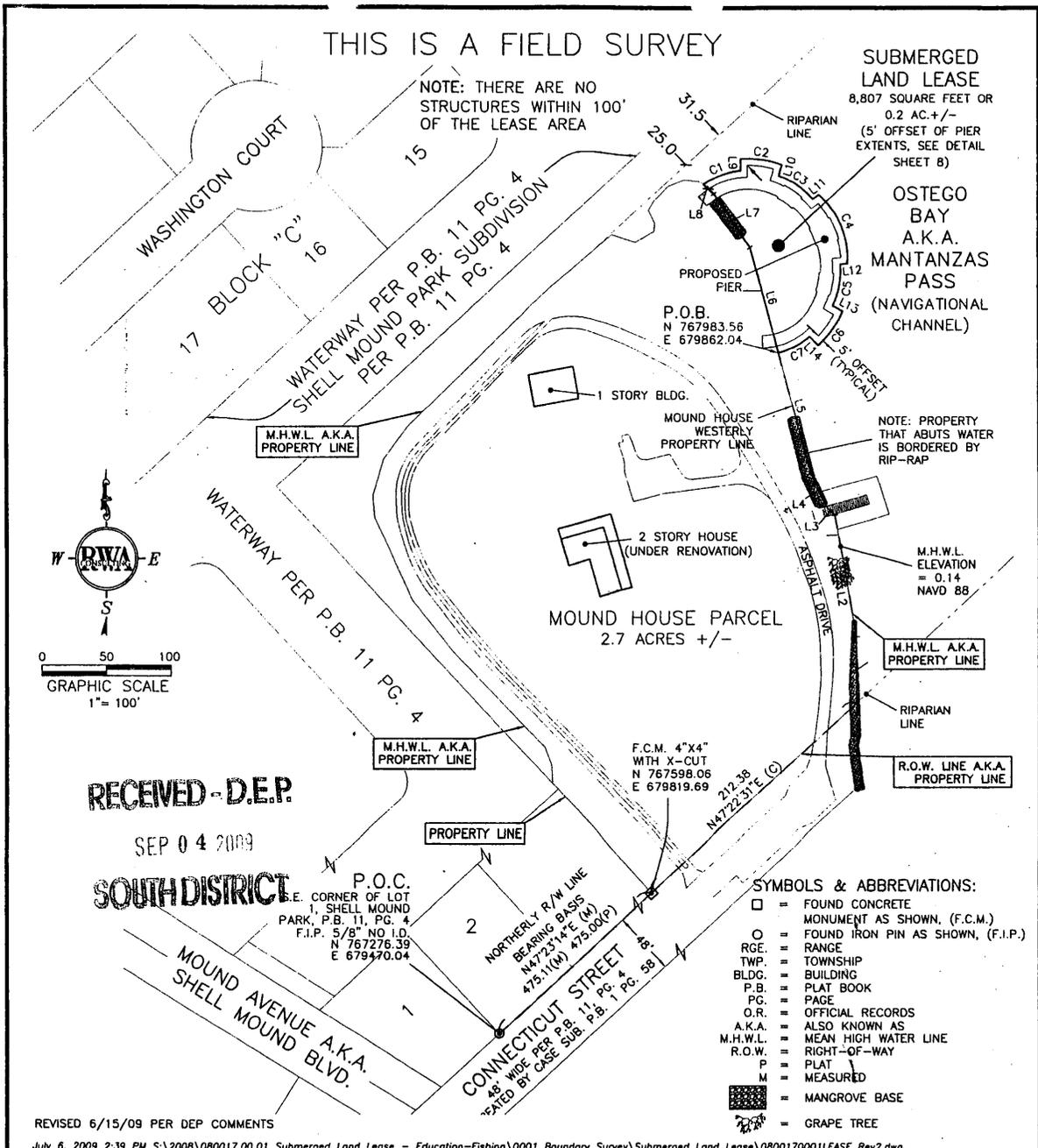
SEP 04 2009

SOUTH DISTRICT

July 6, 2009 2:39 PM S:\2008\080017.00.01 Submerged Land Lease - Education-Fishing\0001 Boundary Survey\Submerged Land Lease\0800170001LEASE Rev2.dwg

<p>RWA INC. CONSULTING Planning Visualization Civil Engineering Surveying & Mapping</p> <p>6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 Florida Certificate of Authorization # 1b-6952</p>	DATE:	2/5/09		
	SCALE:	N/A		
	DRAWN BY:	R.A.K.		
	CHECKED BY:	M.A.W.		
SEC: TWP: RGE:	PROJECT	SHEET	FILE	
29 46S 24E	NUMBER: 080017.00.01	NUMBER: 3 OF 9	NUMBER: 0001	
CLIENT:		TOWN OF FORT MYERS BEACH		
TITLE:		LEGAL DESCRIPTION SUBMERGED LAND LEASE: EDUCATION-FISHING		

THIS IS A FIELD SURVEY



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- SYMBOLS & ABBREVIATIONS:**
- = FOUND CONCRETE MONUMENT AS SHOWN, (F.C.M.)
 - = FOUND IRON PIN AS SHOWN, (F.I.P.)
 - RGE. = RANGE
 - TWP. = TOWNSHIP
 - BLDG. = BUILDING
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - O.R. = OFFICIAL RECORDS
 - A.K.A. = ALSO KNOWN AS
 - M.H.W.L. = MEAN HIGH WATER LINE
 - R.O.W. = RIGHT-OF-WAY
 - P = PLAT
 - M = MEASURED
 - = MANGROVE BASE
 - 🍷 = GRAPE TREE

REVISED 6/15/09 PER DEP COMMENTS

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<p>RWA CONSULTING INC. Planning Visualization Civil Engineering Surveying & Mapping 6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 Florida Certificate of Authorization # 1b-6952</p>	DATE: 2/5/09	CLIENT: TOWN OF FORT MYERS BEACH
	SCALE: 1" = 100'	TITLE: FIELD SURVEY
DRAWN BY: R.A.K.	CHECKED BY: M.A.W.	PROJECT NUMBER: 080017.00.01
SEC: TWP: RGE: 29 46S 24E	PROJECT NUMBER: 080017.00.01	SHEET NUMBER: 4 OF 9
		FILE NUMBER: 0001

LEGAL DESCRIPTION
(SUBMERGED LAND LEASE: EXISTING DOCK)

A PARCEL OF LAND LYING ON OSTEGO BAY (ALSO KNOWN AS MANTANZAS PASS), LOCATED IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, AS SHOWN ON SHELL MOUND PARK SUBDIVISION PLAT, RECORDED IN PLAT BOOK 11, PAGE 4, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CONNECTICUT STREET AS SHOWN ON SAID SHELL MOUND PARK PLAT, THE FOLLOWING TWO (2) DESCRIBED COURSES:

- 1) THENCE N.47°23'14"E. FOR 475.11 FEET;
- 2) THENCE N.47°22'31"E. FOR 212.38 FEET, TO A POINT OF ON THE MEAN-HIGH WATER LINE;
THENCE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) DESCRIBED COURSES:

- 1) THENCE N.00°01'32"E. FOR 50.02 FEET;
 - 2) THENCE N.10°09'45"W. FOR 83.45 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;
 - 3) THENCE CONTINUE N.10°09'45"W. FOR 11.23 FEET;
 - 4) THENCE N.43°52'49"W. FOR 9.36 FEET;
 - 5) THENCE N.23°37'12"W. FOR 12.47 FEET;
- THENCE LEAVING SAID MEAN HIGH WATER LINE, N.73°59'44"E. FOR 45.53 FEET;
THENCE S.17°24'11"E. FOR 31.33 FEET;
THENCE S.73°19'17"W. FOR 41.41 FEET, TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN.

CONTAINING 1,348 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF CONNECTICUT STREET AS BEING NORTH 47°23'14" WEST, 1983 NORTH AMERICAN DATUM, 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM (GRID) FOR FLORIDA WEST ZONE.

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SOUTH DISTRICT

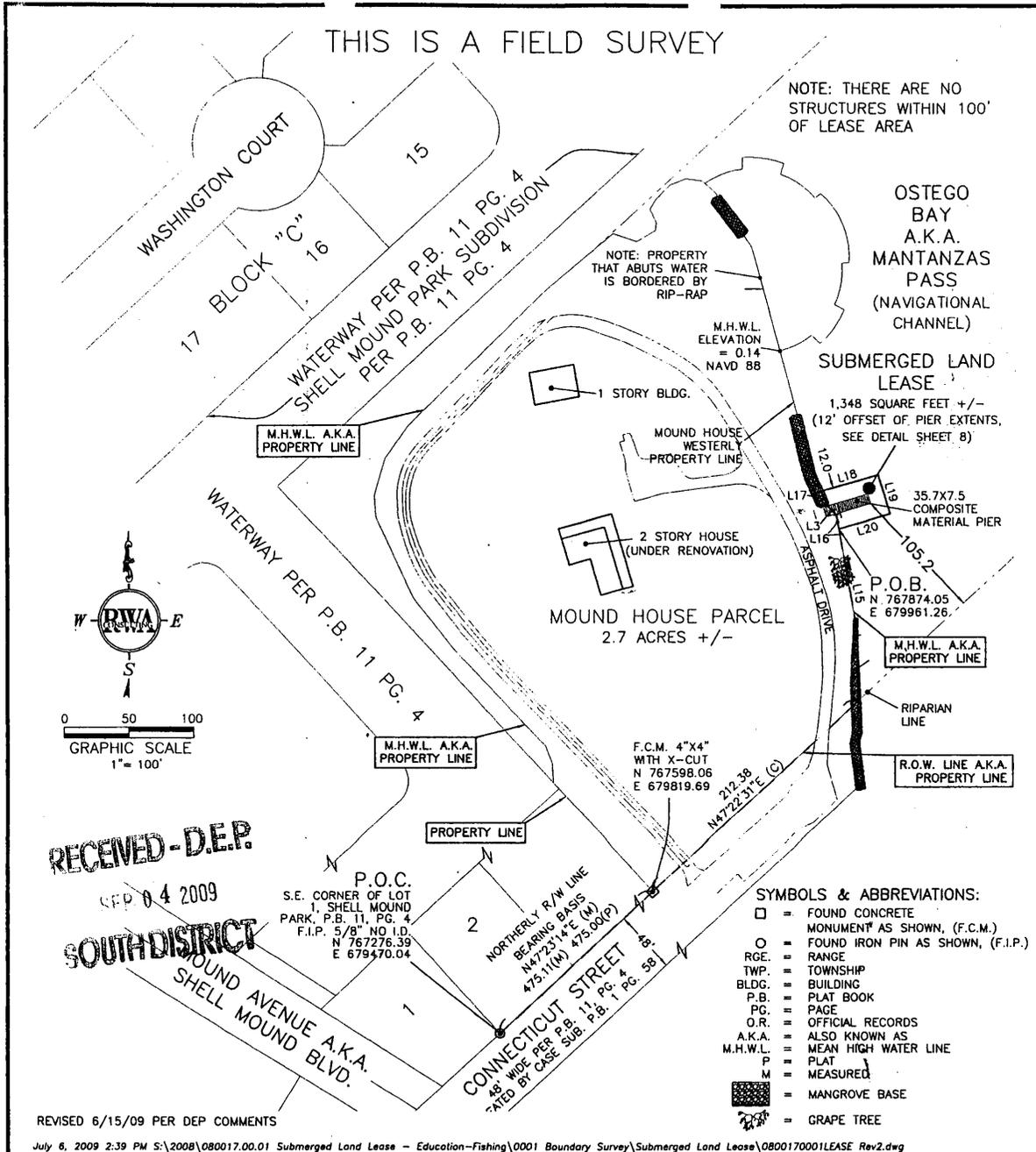
REVISED 6/15/09 PER DEP COMMENTS

July 6, 2009 2:39 PM S:\2008\080017.00.01 Submerged Land Lease - Education-Fishing\0001 Boundary Survey\Submerged Land Lease\0800170001LEASE Rev2.dwg

 <p>RWA CONSULTING INC.</p> <p>Planning Visualization Civil Engineering Surveying & Mapping</p> <p>6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 Florida Certificate of Authorization # 1b-6952</p>	DATE:	CLIENT:		
	SCALE:	TOWN OF FORT MYERS BEACH		
	DRAWN BY:			
	CHECKED BY:	TITLE:		
SEC: TWP: RGE:	PROJECT NUMBER:	SHEET NUMBER:	FILE NUMBER:	
29 46S 24E	080017.00.01	5 OF 9	0001	

THIS IS A FIELD SURVEY

NOTE: THERE ARE NO STRUCTURES WITHIN 100' OF LEASE AREA



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INC.
Planning
Visualization
Civil Engineering
Surveying & Mapping

6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
Florida Certificate of Authorization # 1b-6952

DATE: 2/5/09	CLIENT: TOWN OF FORT MYERS BEACH
SCALE: 1" = 100'	TITLE: FIELD SURVEY SUBMERGED LAND LEASE: EXISTING DOCK
DRAWN BY: R.A.K.	PROJECT NUMBER: 080017.00.01
CHECKED BY: M.A.W.	SHEET NUMBER: 6 OF 9
SEC: TWP: RGE: 29 46S 24E	FILE NUMBER: 0001

DIMENSION TABLES TO ACCOMPANY FIELD SURVEYS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CB	CD
C1	30.60	58.37	30°02'04"	N69°34'00"E	30.25
C2	31.93	72.78	25°08'01"	S81°26'14"E	31.67
C3	32.37	58.34	31°47'50"	S55°42'44"E	31.96
C4	59.10	63.33	53°28'15"	S22°40'19"E	56.98
C5	32.39	58.34	31°48'35"	S10°22'43"W	31.97
C6	31.90	72.77	25°06'46"	S35°57'19"W	31.64
C7	27.39	57.28	27°23'41"	S63°25'33"W	27.13

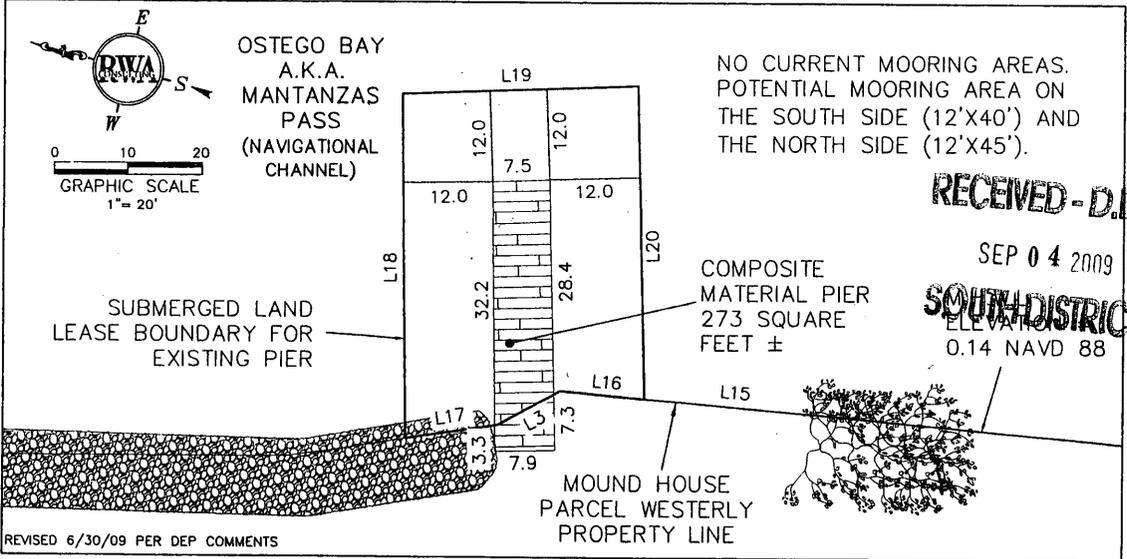
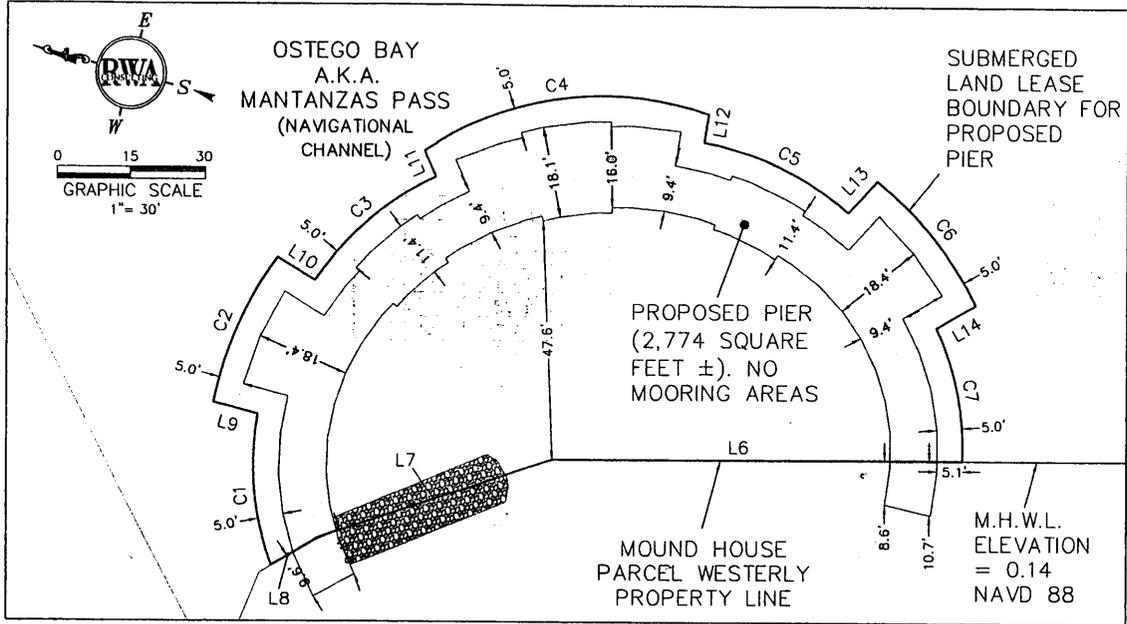
LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°01'32"E	50.02
L2	N10°09'45"W	94.68
L3	N43°52'49"W	9.36
L4	N23°37'12"W	28.66
L5	N15°11'06"W	95.23
L6	N15°11'06"W	82.07
L7	N33°41'31"W	49.35
L8	N47°07'28"W	10.72
L9	N00°16'06"W	9.19
L10	S17°12'56"W	8.63
L11	N50°46'05"E	5.59
L12	S83°50'49"W	5.59
L13	S62°43'45"E	8.62
L14	N45°27'16"W	9.17
L15	N10°09'45"W	83.45
L16	N10°09'45"W	11.23
L17	N23°37'12"W	12.47
L18	N73°59'44"E	45.53
L19	S17°24'11"E	31.33
L20	S73°19'17"W	41.41

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 <p style="font-size: 0.8em; margin-top: 5px;"> INC. Planning Visualization Civil Engineering Surveying & Mapping </p> <p style="font-size: 0.7em; margin-top: 5px;"> 6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 Florida Certificate of Authorization # 1b-6952 </p>	DATE:	CLIENT: TOWN OF FORT MYERS BEACH		
	SCALE:			
	DRAWN BY:	PROJECT NUMBER: 080017.00.01 SHEET NUMBER: 7 OF 9 FILE NUMBER: 0001		
	CHECKED BY:			

DETAILS



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 SEP 04 2009
SOUTH DISTRICT
 ELEVATION
 0.14 NAVD 88

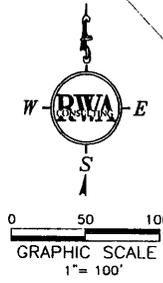
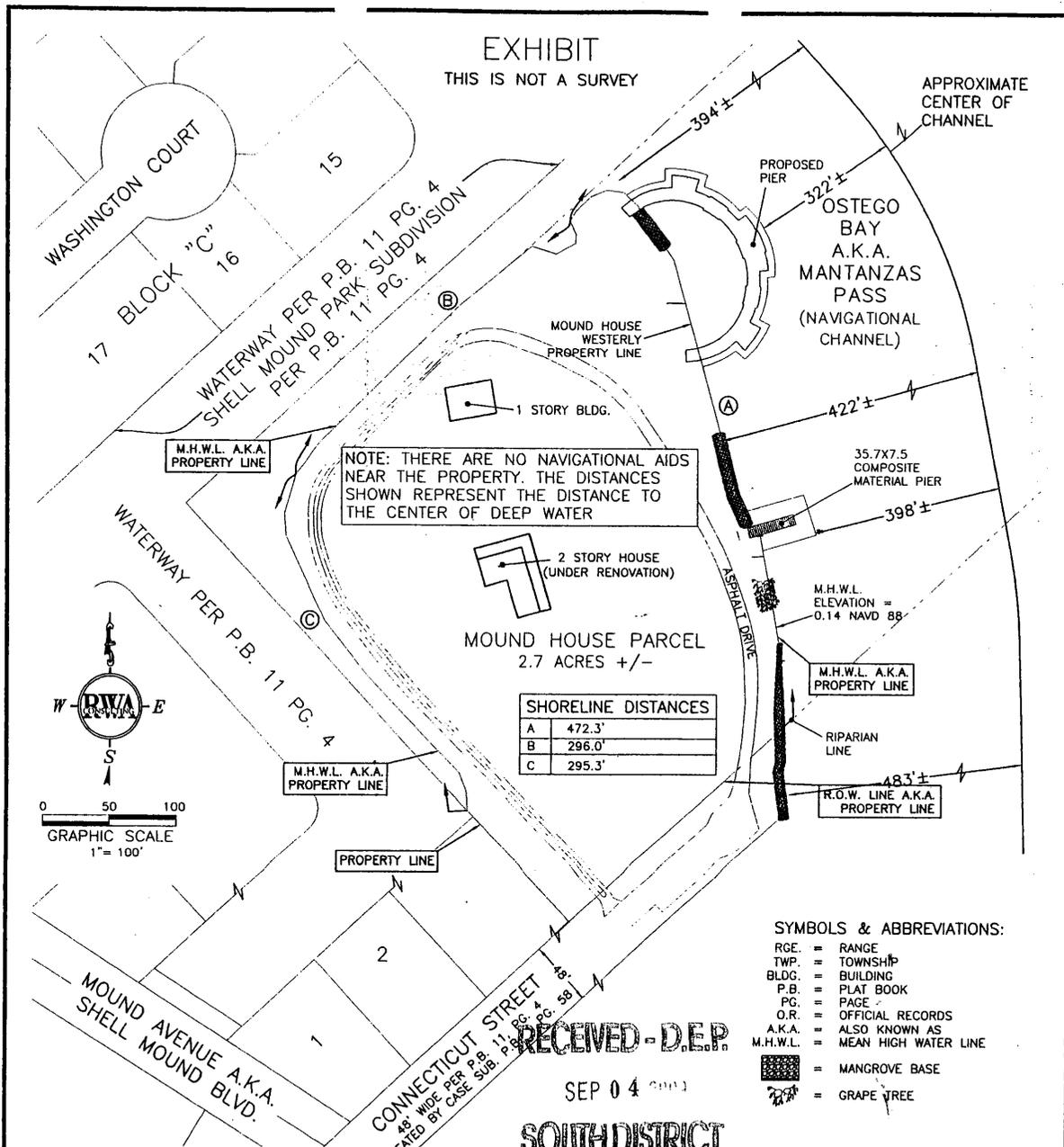
REVISED 6/30/09 PER DEP COMMENTS

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RWA INC. CONSULTING Planning Visualization Civil Engineering Surveying & Mapping 6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 Florida Certificate of Authorization # 1b-6952	DATE:	2/5/09		
	SCALE:	N/A		
DRAWN BY:	R.A.K.			
CHECKED BY:	M.A.W.			
SEC:	TWP:	RGE:	PROJECT NUMBER:	080017.00.01
29	46S	24E	SHEET NUMBER:	8 OF 9
			FILE NUMBER:	0001

EXHIBIT

THIS IS NOT A SURVEY



- SYMBOLS & ABBREVIATIONS:
- RGE. = RANGE
 - TWP. = TOWNSHIP
 - BLDG. = BUILDING
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - O.R. = OFFICIAL RECORDS
 - A.K.A. = ALSO KNOWN AS
 - M.H.W.L. = MEAN HIGH WATER LINE
 - [Symbol] = MANGROVE BASE
 - [Symbol] = GRAPE TREE

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<p>INC. Planning Visualization Civil Engineering Surveying & Mapping</p> <p>6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 Florida Certificate of Authorization # 1b-6952</p>	DATE: 2/25/09	CLIENT: TOWN OF FORT MYERS BEACH
	SCALE: 1" = 100'	TITLE: EXHIBIT SHORELINE AND CHANNEL DISTANCES
DRAWN BY: R.A.K.	CHECKED BY: M.A.W.	PROJECT NUMBER: 080017.00.01
SEC: 29	TWP: 46S	RGE: 24E
SHEET NUMBER: 9 OF 9		FILE NUMBER: 0001

16
Return to:
Leanne Zinn
Sunbelt Title
4851 Tamiami Trail N #100
Naples, FL

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

INSTR # 4884396
OR BK 03259 PG 3744
RECORDED 05/25/00 03:48 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 73.50
DOC TAX PD (F.S. 201.02) 7,000.00
DEPUTY CLERK K Cartwright

This Instrument Prepared By:
Richard V.S. Roosa
1714 Cape Coral Parkway
Cape Coral, Florida 33904

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE, made this 8th day of May A.D. 2000, between ELIZABETH C. MEYER, not individually but as Personal Representative of the Estate of FLORENCE C. LONG, Deceased of the County of DuPAGE in the State of ILLINOIS, grantor, and the Town of Fort Myers Beach, a Florida Municipal Corporation, whose post office address is 2523 Estero Boulevard, Fort Myers Beach, Florida, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Lee County, Florida, to-wit:

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

By acceptance of this Personal Representative's deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Grant Award Agreement attached hereto as Exhibit "B". These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

Property Appraiser's Parcel Identification Number: 29-46-24-W2-00146.0010

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

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MAR 10 2009
SOUTH DISTRICT

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

ELIZABETH C. MEYER, not individually but as Personal Representative of the Estate of FLORENCE C. LONG, Deceased

Elizabeth C. Meyer

Marilyn E. Meyer
Witness Marilyn E. Meyer

Melissa M. Hamard
Witness Melissa M. Hamard

The foregoing instrument was acknowledged before me this 18th day of May, 2000, by ELIZABETH C. MEYER, not individually but as Personal Representative of the Estate of FLORENCE C. LONG, Deceased, who was not placed under oath and is personally known to me or who has produced _____ as identification.

Robert V. Lewis Notary Public
My Commission Expires: _____

202245

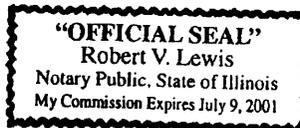


EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section 29, Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence running northeasterly along the Easterly boundary of Lot 47 of said subdivision to the northeasterly corner of said Lot 47 to the Point of Beginning of the land herein excepted; thence running northeasterly in a direct line along the Easterly boundary of said Lot 47 projected in a northerly direction to a point intersecting the south line of Section 20, Township 46 South, Range 24 East; thence running west along the south line of said Section 20 to a point intersecting the northeasterly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running southwesterly along the Easterly boundary of said Lot 45 to the northwesterly corner of Lot 47 of said subdivision; thence running southeasterly along the northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the northwesterly side of Connecticut Street, run northeasterly along said street for 461 feet; thence run northwesterly perpendicular to said street for 100 feet; thence run northeasterly parallel with said street for 100 feet; thence run northwesterly perpendicular to said street for 315 feet; thence run northeasterly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run northwesterly along said Bay to a point on the north line of said Section 29; thence run west along said section line to an intersection with a northeasterly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run southwesterly along said prolongation for 364.9 feet to the northeasterly corner of said Lot 47; thence run southeasterly along the southwesterly line of said Lot 45 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run northeasterly along a prolongation of the southeasterly line of said Lot 6, along the northwesterly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run northwesterly, parallel with the northeasterly line of said Lot 6 for 100.0 feet to the southeasterly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run southwesterly along the southeasterly line of said waterway for 100.0 feet to the most northerly corner of said Lot 6; thence run southeasterly along said northeasterly line of said lot for 100 feet to the Point of Beginning.

RECORDER'S MEMO

Legibility of Writing, Typing or
Printing Unsatisfactory in this
Document When Received.