

Temporary Beach Management and Access Easement

Return original or certificated document to:

Town of Fort Myers Beach
Department of Community Services
2525 Estero Blvd
Fort Myers Beach, FL 33931

THIS EASEMENT (the “Easement”) is given this _____ day of _____, 20____, by _____ (“Grantor”), whose mailing address is _____, to the Town of Fort Myers Beach (“Grantee”). As used herein, the term “Grantor” shall include any and all heirs, successors, and assigns of the Grantor, and all subsequent owners of the “Property” (as hereinafter defined) and the term “Grantee” shall include any successor or assignee of Grantee.

W I T N E S S E T H

WHEREAS, Grantor is the owner of certain lands situated in Lee County, Florida, and more specifically described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a permanent non-exclusive access easement over, upon, and across the Property for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) provided to Grantor and the mutual covenants, promises, terms and conditions set forth herein, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes an easement for and in favor of Grantee crossing over (landward of) the Erosion Control Line (ECL) or Mean High Water Line (MHWL) where the ECL was not established on the Property described in Exhibit “A”, which shall run with the land and be binding upon the Grantor.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

2. Purpose. It is the purpose of this Easement to grant a permanent non-exclusive access easement over, on, upon, and across the Property for the public purposes of:

(a) Vehicular and pedestrian ingress and egress to and from certain real property and related appurtenances in the vicinity of the Property;

(b) Constructing, preserving, patrolling, operating, maintaining, repairing, rehabilitating, and replacing a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto;

(c) Depositing sand, accomplishing any alterations of contours on said land, constructing berms and dunes, nourishing and renourishing periodically, for moving, temporarily storing and removing equipment and supplies, erecting temporary structures (as used herein, "temporary structures" does not include buildings of any kind), and performing any work necessary and incident to the construction, periodic renourishment, maintenance, and implementation of the Grantor's beach renourishment plan;

(d) Salvaging for the purpose of protecting public health and welfare, planting vegetation on said berms and dunes; facilitating preservation of dunes and vegetation;

(e) Removing from said land debris and obstructions within the limits of the easement; and

(f) Further reserving to the Grantor, its successors and assigns all such rights and privileges as may be used and enjoyed without interfering or abridging the rights and easements hereby acquired; subject however to existing easements for public utilities and pipelines.

3. Limitations. None of the Easement rights granted hereunder are intended to give the Grantee, and shall not be construed or deemed to give the Grantee, the right to prohibit or restrict the Grantor and its successors and assigns from using and enjoying the portion of the land described in Exhibit "A" for recreational purposes in the same manner and to the same extent as members of the general public are entitled to use beach areas within the county for recreational purposes.

4. Grantee's Liability. Grantee's liability shall be limited as provided in § 704.06(10), Fla. Stat. and § 768.28, Fla. Stat. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of this Easement.

5. Duration. This Easement shall be for a fixed period of time and shall automatically terminate June 1, 2024, without the necessity of any further instrument of record.

6. Modification. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lee County, Florida.

Page Intentionally Left Blank, Signature Page to Follow

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20__.

A Florida corporation of _____ _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver’s license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____