

EFFECTIVE DATE

4/30/96

ARTICLES OF INCORPORATION
OF

THE RIVER TOWNHOUSE ASSOCIATION, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 MAY -3 PM 12:06

The undersigned, for the purpose of forming a corporation under the Florida Not For Profit Corporation Act, hereby adopts the following Articles of Incorporation.

ARTICLE I
(Name and Address)

The name of the corporation is THE RIVER TOWNHOUSE ASSOCIATION, INC., and its street address is 3559 Edgewood Avenue, Fort Myers, Florida 33916.

ARTICLE II
(Duration)

The duration of this corporation is perpetual and its existence shall commence on the date of execution and acknowledgment of these Articles.

ARTICLE III
(Purpose)

Section 1. It is intended that this corporation shall be a qualifying homeowners' association pursuant to Internal Revenue Code (IRC) Section 528 as a residential real estate management association. The general purposes for which this corporation is organized are to be the real estate management association for residential community known as THE RIVER, a planned unit development (PUD); to provide for the acquisition construction, management, maintenance, and care of the Association's property; to develop a budget for the purposes of accomplishing the Association's duties and obligations and collecting assessments from lot owners; to enforce the governing documents for the benefit and welfare of lot owners and other residents; to perform such other duties and obligations in accordance with declaration of covenants, conditions and restrictions for THE RIVER and other governing documents; to engage in such other activities as are incidental to or connected with the management and operation of the residential community; and to engage in any other lawful activities not prohibited for a homeowners' association by the Florida Not For Profit Corporation Act, the governing documents or other applicable law.

Section 2. No part of the net income or earnings of the shall inure to the benefit of any member nor to any other person or entity except for the general benefit of members, their families, guests and tenants by acquiring, constructing, or providing management, maintenance, and care of association

AOI-1

property. Any excess funds from one budget year shall be used only to reduce the assessment for the next budgeted year.

**ARTICLE IV
(Powers)**

The corporation shall have all powers of a corporation formed under the Florida Not For Profit Corporation Act except as limited by those provision applicable to homeowners' associations, the governing documents or otherwise by law. Such powers include but are not limited to the following:

- a. Own and convey property.
- b. Operate and maintain common property.
- c. Establish rules and regulations.
- d. Adopt a budget, assess members and enforce said assessments.
- e. Sue and be sued.
- f. Contract for services to provide the services for operation and maintenance.

**ARTICLE V
(Initial Registered Office and Registered Agent)**

The street address of the initial registered office of this corporation is 2248 First Street, Fort Myers, Florida 33901, and the name of the initial registered agent of this corporation at that address is RICHARD W. WINESETT.

**ARTICLE VI
(Board of Directors)**

This corporation shall have three (3) directors initially. The number of Directors may be either increased or diminished from time to time by a majority of the voting interest in the association present in person or by proxy at any annual or special meeting of the membership but shall never be less than three (3) director nor more than five (5) directors. The manner of electing directors shall be as stated in the bylaws. The names and addresses of the initial directors of this corporation are:

ANDREW S. MESSICK, 3771 Edgewood Ave., Fort Myers, FL 33916
AUDRONE MESSICK, 3771 Edgewood Ave., Fort Myers, FL 33916
JACK STATON, 3559 Edgewood Ave., Fort Myers, FL 33916

**ARTICLE VII
(Incorporators)**

The name and address of the person signing these Articles is RICHARD W. WINESETT, Post Office Drawer 610, Fort Myers, Florida 33902.

**ARTICLE VIII
(Membership in Association; Voting Rights)**

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot in THE RIVER.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be owners other than the Declarant (The Developers of THE RIVER). Each Class A member shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in a given lot, all such persons or entities shall be members and the vote for such lot shall be exercised as they may determine among themselves. Each entity shall designate the person to exercise its vote. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. Class B member shall be Declarant, which term includes Declarant's successor or assign, who shall be entitled to exercise three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 2000, whichever first occurs.

**ARTICLE IX
(Amendment)**

These articles may be amended as provided in the governing documents for THE RIVER.

**ARTICLE X
(Dissolution)**

It is intended that the Association shall exist in perpetuity; however if the Association is dissolved, association property including the surface water management system shall be conveyed to a similar non-profit corporation or to an appropriate agency of local government.

IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation on this 30th day of April, 1996.

Richard W. Winesett
RICHARD W. WINESETT, Incorporator

STATE OF FLORIDA

COUNTY OF LEE

30th The foregoing instrument was acknowledged before me this day of April, 1996, by RICHARD W. WINESETT, who is personally known to me or who has produced as identification.

NOTARY PUBLIC:



ROBERT A. WINESETT
MY COMMISSION # CC438468 EXPIRES
May 1, 1999
BONDED THRU TROY FAH INSURANCE, INC.

sign
print

Robert A. Winesett
ROBERT A. WINESETT

State of Florida at Large (Seal)

ACCEPTANCE BY REGISTERED AGENT

The undersigned, being the person named as initial registered agent of THE RIVER TOWNHOUSE ASSOCIATION, INC., is familiar with Sections 617.0403, 617.0501, 617.0502 and 617.0503, Florida Statutes, and accepts the obligations thereunder.

EXECUTED this 30th day of April, 1996.

Richard W. Winesett
RICHARD W. WINESETT

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAY -3 PM 12:06

3750R

MAY 14 1996

4063988

This instrument prepared by:
Department of Environmental Protection
Submerged Lands and Environmental Resources Program
South District
2295 Victoria Avenue
Ft. Myers, Florida 33901

RECORD VERIFIED - CHARLIE BROWN, CLERK
By: R. DeLisle, D.C.

0R2763 P63361

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 14 day of May, 1996, by Andrew S. Messick, Jr. and Audrone G. Messick at 3771 Edgewood Avenue, Fort Myers, FL 33901 ("Grantor") to the State of Florida, Board of Trustees of the Internal Improvement Trust Fund ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of certain lands situated in Lee County, Florida, hereinafter referred to as the "Property" more specifically described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor desires to obtain authorization for construction and use of a private residential multi-slip docking facility in conjunction with the proposed upland 30-unit condominium riparian to the Property and construction of said facility is contingent upon consent by the Grantee; and

WHEREAS, the Grantor, in consideration of the consent of the Grantee, is agreeable to and desirous of granting and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1987), over the property.

NOW THEREFORE, in consideration of the issuance of said consent to construct the said facility, the design of which is attached hereto as Exhibit B and incorporated by reference, Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property described in Exhibit A, which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever.

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

1. It is the purpose of the conservation easement to ensure that no structures for water dependent activities shall be constructed, placed or maintained on the Property or the adjacent submerged lands other than as depicted in Exhibit B. The term "water dependent activities" shall mean those activities which can only be constructed on, in, over, or adjacent to water areas because the activity requires direct access to the water body or sovereignty lands for transportation, recreation, energy production or transmission, or source of water, and where the use of the water or sovereignty lands is an integral part of the activity. To carry out this purpose the following rights are conveyed to Grantee by this easement:

(a) To enter upon the Property at reasonable times to enforce the rights herein granted upon prior notice to Grantor, its heirs, successors or assigns at the time of such entry; and

(b) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation easement and to enforce the restoration of such areas or features of the Property that may

be damaged by any inconsistent activity or use.

2. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.

3. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

4. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.

5. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

6. Grantor intends that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantor, its heirs, successors, personal representatives or assigns, including, without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives or assigns.

7. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights

hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

8. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

9. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

10. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

11. Grantor agrees that the terms, conditions, restrictions and purposes of this conservation easement will be included in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Property.

12. This conservation easement shall convey to the Grantee all riparian rights associated with the Property other than as may be necessary to maintain the facility shown in Exhibit B.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto.

OR2763 P63365

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions and purposes imposed by this conservation easement shall be binding not only upon Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has executed this instrument on the day and year first above written.

Signed, Sealed and Delivered in our presence as witnesses:

[Signature]
Original Signature

FRANCES M. SOBE
Typed/Printed Name of Witness

[Signature]
Original Signature

[Signature]
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 22nd day of April 1996 by Andrew S Messick and Andrew S Messick who is (are) personally known to me or who has produced _____, as identification and did (did not) take an oath.

My Commission Expires:

OFFICIAL NOTARY SEAL
VICKI IRONS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC378537
COMMISSION EXP. JUNE 5, 1998

Page 6 of 6 Pages

[Signature]
GRANTOR

BY
Original Signature of Executing Authority
AUDRONE G. MESSICK
ANDREW S. MESSICK
Typed/Printed Name of Executing Authority

DR2763 PG3366

VICKI IRONS
Notary Public, State of Florida
Vicki Irons
Printed, Typed or Stamped Name

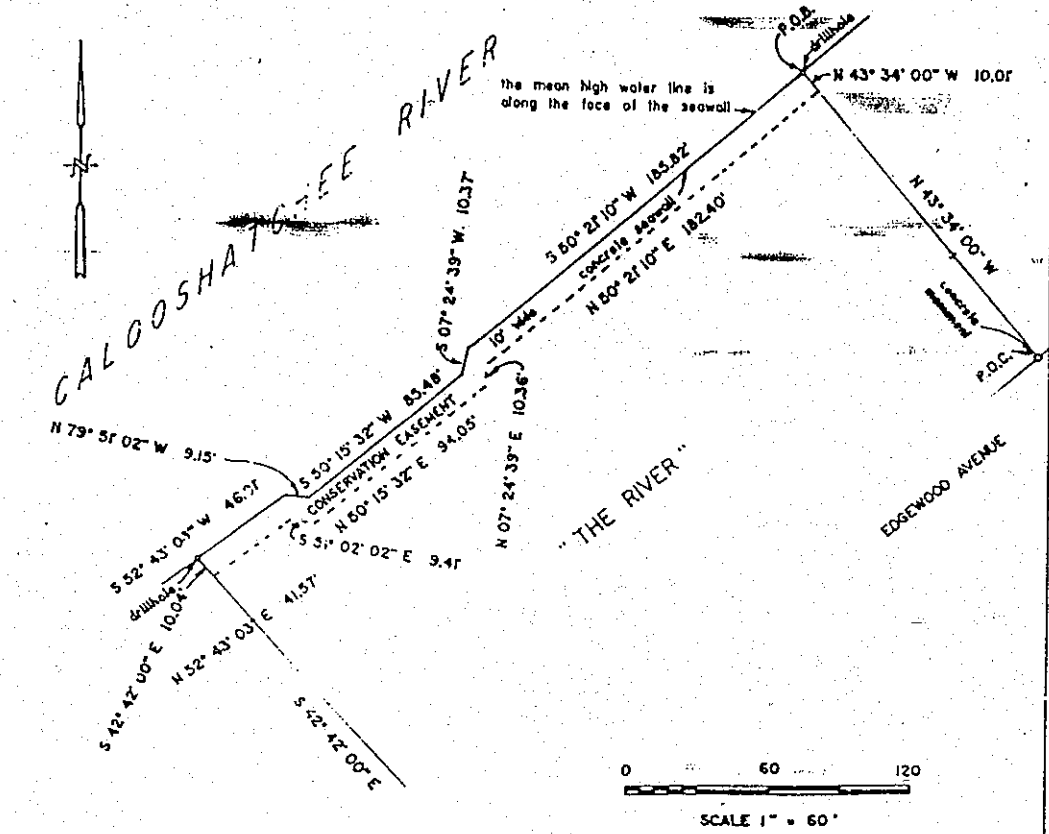
EXHIBIT "A"

CONSERVATION EASEMENT

Commencing at a concrete monument at the southeast corner of the subject property and the northly Right Of Way of Edgewood Avenue run N 43 degrees 34 minutes 00 seconds West to a drillhole in a concrete seawall cap, being the face of the concrete seawall and the Point Of Beginning of this easement; Thence South 58 degrees 21 minutes 18 seconds West 185.82 feet; Thence South 87 degrees 24 minutes 39 seconds West 10.37 feet; Thence South 50 degrees 15 minutes 32 seconds West 85.48 feet; Thence North 79 degrees 51 minutes 02 seconds West 9.15 feet; Thence South 52 degrees 43 minutes 03 seconds West 46.91 feet to a drillhole in the concrete seawall cap being the northwest corner of the property; Thence South 42 degrees 42 minutes 00 seconds East 18.04 feet along the westerly property line; Thence North 52 degrees 43 minutes 03 seconds East 41.57 feet; Thence South 79 degrees 51 minutes 02 seconds East 9.41 feet; Thence North 58 degrees 15 minutes 32 seconds East 94.05 feet; Thence North 07 degrees 24 minutes 39 seconds East 10.36 feet; Thence North 58 degrees 21 minutes 18 seconds East 182.40 feet to the East property line; Thence North 42 degrees 34 minutes 00 seconds West 10.01 feet to the Point Of Beginning

The total square footage of this conservation easement is 3,377.5 square feet (0.078 acres) located in Section 7, Township 44 South, Range 25 East in Lee County Florida on property described in Official Record Book 1865 page 1448.

0R2763 P63367



C = Center Line	DP = Distorted	K.E.S. = Mean Scale	B = Bubbles	B.L. = Overhead Utility	U.P. = Utility Pole	A.C. = Asphalt Concrete	C.C. = Concrete
E = Easement	DR = Drilled	SP = Steel Pipe	A = Acre	U.L. = Underground Utility	T.P. = Telephone Pole	S.D. = Stone Drain	M.C. = Masonry
F = Footing	CR = Calculated	LP = Lead Pipe	C = Chain	D. = Drainage	C.P. = Cable Protection	S.S. = Sandstone	V.P. = Water Valve
P.L. = Property Line	DR = Drilled	U. = Utility	C.B. = Chain Bearing	U. = Utility	V.S. = Valley Survey	M.S. = Man Hole	V.P. = Water Valve
R.H. = Right-of-Way	PL = Found	E. = Elevation	C.B. = Chain Bearing	U. = Utility	C.C. = Curb & Gutter	D.C. = Ditch	S.L. = Sulfur
R/W = Right-of-Way	PL = Found	E. = Elevation	C.B. = Chain Bearing	U. = Utility	C.C. = Curb & Gutter	D.C. = Ditch	S.L. = Sulfur
U.P. = Utility Pole	PL = Found	E. = Elevation	C.B. = Chain Bearing	U. = Utility	C.C. = Curb & Gutter	D.C. = Ditch	S.L. = Sulfur

STRAP = Section, Township, Range, Area, Parcel

I hereby certify that this plat of the herein described property is a true and correct representation of a recent survey made and plotted under my direction and to the best of my knowledge and belief meets the minimum technical standards adopted by the State of Florida as per Chapter 6407-4 Florida Administrative Code pursuant to Chapter 172 Florida Statutes.

This certification is only for the lands described herein. It is not a certification of title, zoning, or freedom of encroachments. This certification is not valid unless embossed by the surveyor's seal.

NOTE: Subject to easements, restrictions, and reservations of record.

There are no visible encroachments except those shown.

The legal description was furnished by the client or their agent.

The abstract or title has not been reviewed.

Elevations shown here have been surveyed from data derived from the National Geodetic Survey vertical datum monuments (1929 datum) except when elevations are noted as being relative.

Flood Insurance-Rate Map: Zone _____, Elevation _____

Community Panel Number _____

Basis of Bearings is _____

ARTHUR E. SMITH, SR., P.L.S.
 Florida Certification No. 5237
 4712 Spring Creek Drive
 Bonita Springs, Florida 33923-7130
 (941) 495-9111

EXHIBIT 'B'

76 NOV 15 AM 10:49

SKETCH OF PROPOSED DOCK AND PREEMPTED AREA

Commencing at a point on the face of a concrete seawall and the intersection of the easterly boundary of the subject property, run South 50 degrees 21 minutes 01 seconds West 150.55 feet to the Point Of Beginning;

thence North 39 degrees 36 minutes 15 seconds West 480.00 feet;

thence North 50 degrees 23 minutes 45 seconds West 40.00 feet;

thence North 39 degrees 36 minutes 15 seconds West 136.00 feet;

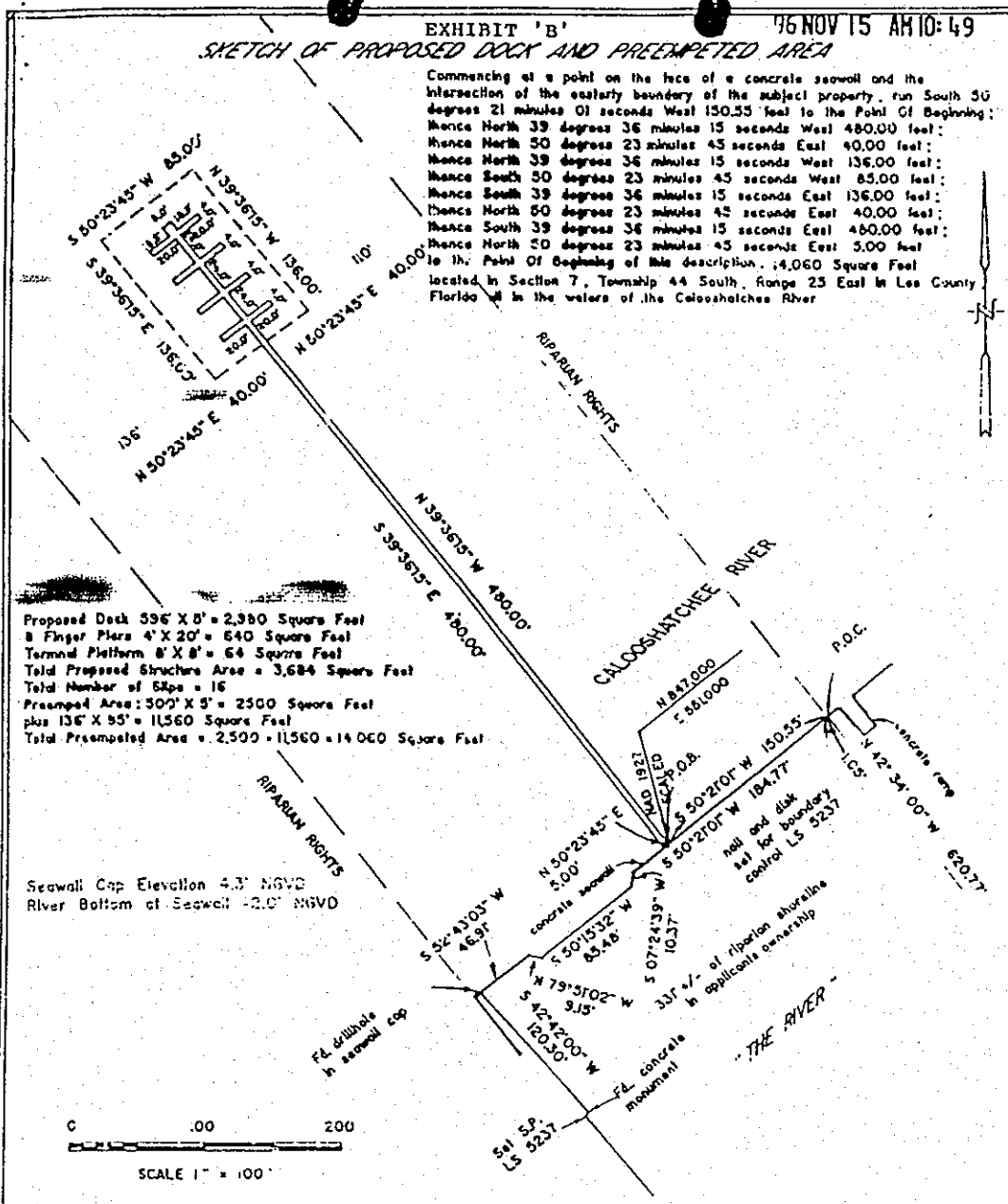
thence South 50 degrees 23 minutes 45 seconds West 85.00 feet;

thence South 39 degrees 36 minutes 15 seconds East 136.00 feet;

thence North 50 degrees 23 minutes 45 seconds East 40.00 feet;

thence South 39 degrees 36 minutes 15 seconds East 480.00 feet;

thence North 50 degrees 23 minutes 45 seconds East 5.00 feet to the Point Of Beginning of this description, 14,060 Square Feet located in Section 7, Township 44 South, Range 23 East in Lee County Florida in the waters of the Caloosahatchee River



Proposed Dock 596' X 8' = 2,380 Square Feet
 B Finger Pier 4' X 20' = 640 Square Feet
 Terminal Platform 8' X 8' = 64 Square Feet
 Total Proposed Structure Area = 3,684 Square Feet
 Total Number of Stps = 16
 Preempted Area: 500' X 5' = 2500 Square Feet
 plus 136' X 95' = 11,560 Square Feet
 Total Preempted Area = 2,500 + 11,560 = 14,060 Square Feet

Seawall Cap Elevation 4.3' NGVD
 River Bottom of Seawall -2.0' NGVD

SCALE 1" = 100'

C = Curve Line	UP = Plat	M.T.S. = Not To Scale	J = Date	D.U. = Enclosed Utility	U.P. = Utility Pole	A.C. = Assessed Contour
E = Base Line	UP = Pressure	UPH = Proposed	K = Radius	U.U. = Underground Utility	Tot. = Telephone Box	SZ = Stone Line
F.P. = Property Line	CD = Calculated	S.P. = Steel Pin	A = A.M.	D. = Drainage	CTV = Cane Trenchman	S.S. = Surveying Station
F.Z. = Bench Run	DD = Described	S.P. = Iron Pipe	E = E.M.	U. = Utility	V.L. = Valley Corner	P.M. = Main Post
N.V. = Right-of-Way	PL = Found	E = Elevation	E.B. = Chord bearing	E = Enclosed	CE = Curve Corner	Elev. = Elevation
LS = Licensed Professional Land Surveyor	P.O.B. = Point Of Beginning			P. = Pile	U.P. = Utterance Business	
				P.L. = Permanent Level Point	P.O.C. = Point Of Commencement	

STRAP = Section, Township, Range, Area, Parcel

I hereby certify that this plat of the herein described property is a true and correct representation of a recent survey made and plotted under my direction and to the best of my knowledge and belief meets the minimum technical standards adopted by the State of Florida as per Chapter 46C17-4 Florida Administrative Code pursuant to Chapter 171 Florida Statutes.

This certification is only for the lands described herein, it is not a certification of title, zoning or freedom of encumbrances. This certification is not valid unless embossed by the surveyor's seal.

NOTE: Subject to easements, restrictions, and reservations of record.

There are no visible encroachments except those shown.

The legal description was furnished by the client or their agent.

The abstract or title has not been reviewed.

Elevations shown have been surveyed from data derived from the National Geodetic Survey vertical datum monuments (1929 datum) except when elevations are noted as being relative.

Flood Insurance-Rate Map: Zone _____, Elevation Community Panel Number _____

Basis of Bearings is the deed bearing for the westerly line of the seawall bearing S 47° 42' 00" N (Assumed)

SPECIFIC PURPOSE-THIS IS NOT A SURVEY

I hereby certify to:
 The Department Of Environmental Protection
 Andrew S. Messic, Jr.

ARTHUR E. SMITH, SR. P.L.S.
 Florida Certification No: 5037
 4712 Spring Creek Drive
 Bonita Springs, Florida 33923-7701
 (941) 495-9111

Date: 11-15-1996

DR2763 PG3368

6.000
7.000
2.0000
Work Order No. 1496-01-536 &
1944-07-536
Sec 7, Twp 44 S, Rge 25 E
Parcel I.D. #07-44-25-P3 00904
QULP
(Maintained by County
Appraiser)
Form 3722-A (Stocked) Rev. 7-94

EASEMENT
This Instrument Prepared By

Name: RICHARD MISNER
Co. Name: EPL Co.
Address: 15834 WINKLER ROAD
FORT MYERS, FL 33908

CHARLES GREENLEE III, FL

15 DEC -5 AM 10:48

3877617

082656 PG3433

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Documentary Tax Pd. \$.70
Intangible Tax Pd.
By CHARLES GREENLEE III, Notary Public
By J. A. Vogel

FIVE (5) FEET IN WIDTH ON EITHER SIDE OF UTILITY LINES AS INSTALLED BY GRANTEE FROM TIME TO TIME ON THE PROPERTY DESCRIBED AS FOLLOWS:

PARCEL B

LOTS 1, 2 AND 4, BLOCK 4, HENDRY ESTATES ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7 AT PAGE 58, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

MORE COMMONLY LOCATED AT 3559 EDGEWOOD AVENUE.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 5th Dec 1995

Signed, sealed and delivered in the presence of:

Frances M. Jobe
(Witness Signature)
Print Name FRANCES M. JOBE
(Witness)

Jack Storton
(Witness Signature)
Print Name JACK STORTON
(Witness)

By: Andrew S. Messick
(Grantor's signature)

Print Name: ANDREW S. MESSICK
Print Address: 3771 EDGEWOOD AVE
FT. MYERS FL 33916

By: Audrone G. Messick
(Grantor's signature)

Print Name: AUDRONE G. MESSICK
Print Address: 3771 EDGEWOOD AVE
FT. MYERS FL 33916

STATE OF Florida AND COUNTY OF Lee. The foregoing instrument was acknowledged before me this 5th day of DEC, 1995 by Andrew S. Messick and Audrone G. Messick who is/are personally known to me or has/have produced as identification, and who did (did not) take an oath.

My Commission Expires: _____ (Type of Identification)

OFFICIAL NOTARY SEAL
VICKI IRONS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC378537
MY COMMISSION EXP. JUNE 5, 1998

Vicki Irons
Notary Public Signature
Print Name VICKI IRONS

10.50E
70D
3.00CC

Work Order No. 1496-01-536 &
1944-07-536

Sec. 7, Twp 44 S, Rge 25 E

Parcel I.D. #07-44-25-P3 00904
0019

(Maintained by County
Appraiser)

Form 3722-A (Stocked) Rev. 7-94

EASEMENT

This Instrument Prepared By

Name: RICHARD MISNER

Co. Name: EPL Co.

Address: 15834 WINKLER ROAD
FORT MYERS, FL 33908

OR 656 PG 34 34

3877618

Documentary Tax To \$ 70

Intangible Tax To \$

CHARLES GREEN, CLERK, LEE COUNTY

By J.H. Voop Deputy Clerk

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

FIVE (5) FEET IN WIDTH ON EITHER SIDE OF UTILITY LINES AS INSTALLED BY GRANTEE FROM TIME TO TIME ON THE PROPERTY DESCRIBED AS FOLLOWS: SEE ATTACHED EXHIBIT "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 5th Dec 1995

Signed, sealed and delivered
in the presence of:

Frances M. Jobe
(Witness Signature)

Print Name FRANCES M. JOBE
(Witness)

Jack Station
(Witness Signature)

Print Name: JACK STATION
(Witness)

By: Andrew S. Messick
(Grantor's signature)

Print Name: ANDREW S. MESSICK

Print Address: 3771 EDGEWELL AVE
FT MYERS FL 33916

By: Audrone G. Messick
(Grantor's signature)

Print Name: AUDRONE G. MESSICK

Print Address: 3771 EDGEWELL AVE
FT MYERS FL 33916

STATE OF Florida AND COUNTY OF Lee
before me this 5th day of Dec 1995 by Andrew S. Messick
and Audrone G. Messick who is(are) personally known to me or has(they) produced

My Commission Expires: _____ as id. ntification, and who did (did not) take an oath.

OFFICIAL NOTARY SEAL
VICKI IRONS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC378537
MY COMMISSION EXP. JUNE 5, 1998

Vicki Irons
Notary Public Signature
Print Name: VICKI IRONS

FPL WORK ORDER NO. 1496-01-536 &
1944-07-336
SEC. 7 TWP. 44S, RGE 25E

OWENS GREEN LEE CO., FL.

45 DEC -5 AM 10:48

EXHIBIT "A"

Parcel A

A tract or parcel of land situated in Government Lot 1, Section 7, Township 44 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 8, Township 44 South, Range 25 East; thence South 39°30' East for 9 chains 5 1/2 links (531.63 feet, previously described as 564.3 feet) to the northerly right-of-way line of Edgewood Avenue (formerly Travers Avenue); thence South 50°30' West along said right-of-way line for 970.06 feet to the east line of that certain parcel described in Deed Book 157 at Pages 54 and 55 of the Public Records of Lee County, Florida and the POINT OF BEGINNING; thence continue South 50°30' West for 354.88 feet to the east line of the Plat of HENDRY ESTATES as recorded in Plat Book 7 at Page 58 of said Public Records, thence North 39°31'24" West (North 39°30' West by plat) along the east line of said plat for 500.08 feet to the intersection of the northerly right-of-way line of Riverside Drive; thence South 50°30' West along the northerly right-of-way line of Riverside Drive for 3.06 feet to the intersection of the west line of that certain parcel described in Deed Book 157 at Page 99 of said Public Records; thence North 42°42' West along said west line for 120.30 feet to a drill hole in a concrete seawall and the effective waters edge of the Caloosahatchee River; thence North 50°33'11" East along the waters edge of said River (following the seawall) for 331.65 feet to a drill hole in the concrete seawall and the intersection of the west line of those certain parcels of land described in Deed Book 157 at Pages 26 and 27 and Deed Book 157 at Page 54 and 55 of said Public Records; thence South 42°34' East along said west line for 620.77 feet to the northerly right-of-way of Edgewood Avenue and the POINT OF BEGINNING.

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