

This Document Prepared By:
Charles A. Costin
413 Williams Avenue
Port St. Joe, FL 32456

Inst:201323003629 Date:8/20/2013 Time:10:08 AM
Doc Stamp-Deed:0.70
DC, Rebecca L. Norris, Gulf County B:542 P:556



PRIVATE PEDESTRIAN BEACH ACCESS EASEMENT

THIS EASEMENT, made this 19th day of August 2013, by and between **WETAPPO, INC**, hereinafter referred to as **Grantor** of , and **WILLIAM H. CARR, Jr., and CAROLYN PHINIZY**, hereinafter collectively referred to as **Grantee** of P.O. Box 98, Port St. Joe, Florida, 32457.

W I T N E S S E T H

WHEREAS, WETAPPO, INC., is the owner of the following described tract situated in Gulf County, Florida:

Commence at a railroad iron marking the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 16, Township 7 South, Range 11 West, Gulf County, Florida; thence N 89°39'55" W, 441.25 feet to the Westerly boundary of the 100 foot right of way of U.S. Highway 98 (State Road No. 30); thence N 17°22'00" W, along said right of way boundary 415.08 feet to the POINT OF BEGINNING; thence continue S 17°22'00" E along said right of way boundary 37.43 feet; thence N 89°16'07" W 91.51 feet; thence S 89°58'17" W, 269.05 feet, more or less, to the water's edge of the Gulf of Mexico; thence N 20°44'26" W along said water's edge, 39.37 feet, more or less, to a point which bears N 89°39'55" W from the Point of Beginning; thence S 89°39'55" E, 363.35 feet, more or less to the Point of Beginning. Said lands containing 0.30 acres, more or less.

WHEREAS, WILLIAM H. CARR, JR., and CAROLYN PHINIZY are the owners of the following described tracts situated in Gulf County, Florida:

Parcels described in O.R. Book 276, Page 821, O.R. Book 276, Page 829, O.R. Book 441, Page 8, O.R. Book 202, Page 689 of the public records of Gulf County, Florida upon which are three cottages and one quadruplex and other structures are situated. These parcels being 04255-030, 04255-031, 04255-032, 04255-033, 04255-034, 04255-060, and 04255-080

WHEREAS, a Boardwalk for beach access has been constructed which runs along the North side of the property of the Grantor. This

boardwalk is approximately 5 feet in width and Grantors desire herein to establish a Private Beach Access Easement across this existing boardwalk for their private use as well as for the use of Grantees, and their successors in title and interest and to establish certain rights respecting the use of said easement.

NOW THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, for themselves, their respective executors and successors in title, agree as follows:

1. Grantor hereby grants to Grantee, their heirs and successors in interest and title, a perpetual non-exclusive easement over and across the existing walkway boardwalk being situated over the Northernmost side of the properties of the Grantors as described above.

2. Said easement is private and is for the use of the record owners of said parcels of the Grantors and Grantees only and others may not use said easement without the express agreement of all owners of record of title; provided, however, that each such owner may delegate their rights of enjoyment to members of their family, tenants, and guests.

3. This easement is granted to enable access to and from the beach for residential purposes only and no owner shall use any portion of the easement situated on any other owners property to gain access for any commercial business located and operated on the property. Rental of the property for residential purposes shall not be deemed a commercial use. Should any owner desire to make a commercial use of their property, then he or she shall develop another access exclusively over their own property to gain access to the beach.

4. The owners of parcels described in O.R. Book 276, Page 821, O.R. Book 276, Page 829, O.R. Book 441, Page 8, O.R. Book 202, Page 689 which are presently parcels No 04255-030, 04255-031, 04255-032, 04255-033, 04255-034, 04255-060, and 04255-080 shall contribute pro-ratably to the maintenance of the boardwalk. No modification, improvement, or repair may be made to the boardwalk without the written notification of all owners. All owners of the properties, or portions thereof, as well as any owners of additional parcels granted the right to use make use of this easement shall bear the cost of the maintenance and upkeep of the boardwalk proratably based on the number of parcels making use of the easement.

5. No owner shall at any time, or in any way, block, restrict, or otherwise impede at the access of the other owner, his family, tenants, or guests.

6. This easement, and the covenants contained herein are binding upon the heirs, successors, and assigns of the owners herein described unless or until a written document, signed by not less than all owners of record, is recorded in the public records.

DATED this 19th day of August, 2013.

Laura S. Strickland

Witness

WETAPPO, INC.

[Signature]

By: William H. Carr, Jr., President

Holly Atkins

Witness

STATE OF FLORIDA
COUNTY OF GULF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **William H. Carr, Jr., President of WETAPPO, INC.**, personally known or who produced personally known as identification to me known to be the persons described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose herein described.

WITNESS my hand and official seal this 19th day of August, 2013.

Laura S. Strickland
Notary Public

