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 This document prepared by and return to:
Geri L. Waksler
Moore and Waksler, P.L.
1107 W. Marion Ave., Ste. 112
Punta Gorda, FL 33950

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this 18th day of October, 2005 by UP THE CREEK PARTNERS and RISKALL, LLC whose mailing address is P.O. Box 413, Englewood, FL 34295 ("Grantor") to CHARLOTTE COUNTY, a political subdivision of the State of Florida, whose mailing address is 18500 Murdock Circle, Port Charlotte, FL 33948 ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or 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.

WITNESSETH

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

WHEREAS, the Grantor desires to construct Hidden Waters ("Project") on the Property; and

WHEREAS, Grantor intends to sever density units allocated to the Property pursuant to Section 3-5-431, et. Seq. of the Charlotte County Code (the "TDU Ordinance"); and

WHEREAS, the TDU Ordinance requires that the Grantor preserve and/or protect wetlands under the County's jurisdiction; and

WHEREAS, the Grantor has agreed to preserve certain wetlands and/or upland systems on the Property as more specifically described in Exhibit B attached hereto and incorporated herein (the "Wetlands"); and

WHEREAS, the Grantor, in consideration of the severance of density units from the Property, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes over the Wetlands.

NOW THEREFORE, in consideration of, and as an inducement to, Grantee severing density units from the Property, together with other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor hereby grants, conveys, creates and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall 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 this conservation easement to retain land or water areas predominantly in their natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times and with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Wetlands that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Wetlands that may be damaged by inconsistent activity or use.

c. Grantee may enforce the terms of this Conservation Easement. If Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

2. Except for the uses, improvement and rights reserved in Paragraph 3 herein below, the following activities are prohibited in or on the Wetlands:

a. Construction or placing of buildings, road signs, billboards or other advertising, utilities or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic nuisance vegetation;

d. Surface use except for the purposes that permit the land or water area to remain predominantly in its natural condition;

e. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f. Acts or uses detrimental to such aforementioned retention of land or water areas;

g. Acts or uses which are detrimental to the preservation of any features or aspects of the Wetlands having historical or archaeological significance.

h. Excavation, dredging, or removal of loam, peat, soil, gravel, rock or other material substances in such a manner as to affect the surface.

3. Grantor reserves all rights as owner of the Property and the Wetlands, including the right to engage in uses of the Property and the Wetlands that are not prohibited herein and that are not inconsistent with any County rule or criteria or with the intent and purposes of this Conservation Easement. Specifically, Grantor reserves the right to build a maximum of 19 residential units on the Property and Grantor reserves all rights appropriate for the exercise of the riparian right to ingress and egress to and from the Property and the Wetlands and the waters of the State.

a. Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks, mulched walking trails or interpretive site features. Grantor shall submit plans for the construction of the proposed facilities to County for review and written approval prior to construction, which approval shall not be unreasonably withheld.

b. The construction and use of any approved facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Any approved facilities shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity to clean any litter from the areas surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute permit authorization for the construction and operation of any passive recreational facilities. Any such work shall be subject to all applicable County, federal, state or other local permitting requirements.

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

5. The County shall not be responsible for the costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall pay any and all real property taxes and assessments levied by the competent authority on the Property. Nothing herein shall limit the Property Appraiser's ability to consider the existence and limitations of this Conservation Easement.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

8. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state laws.

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 shall not be affected thereby, as long as the purpose of this conservation easement is preserved.

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 shall record this Conservation Easement in timely fashion in the Official Records of Charlotte, County Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

12. This Conservation 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 Charlotte County, Florida.

13. Neither Grantor, nor any person or entity claiming by or through Grantor shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

14. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes

15. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

16. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and all mortgages have been joined or subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever, excepting only the State of Florida.

(Intentionally left blank)

IN WITNESS WHEREOF, the parties have hereunto set their authorized hands on the date first above written.

Signed, sealed and delivered
In our presence as witnesses:

Gary E. Thompson
Print Name: GARY E. Thompson
Joan Vennerstrom
Print Name: JOAN VENNERSTROM

UP THE CREEK PARTNERS

By: Mary E. Sprague
Mary E. Sprague as
Managing Partner

RISKALL, LLC

By: Risksome, LLC
Managing Member

By: Mary E. Sprague
Mary E. Sprague as
Managing Member

STATE OF Florida
COUNTY OF Charlotte

On this 18 day of October, 2005, before me, the undersigned notary public, personally appeared, Mary E. Sprague, who is personally known to me or who produced _____ as identification, who subscribed to the foregoing instrument and did not take an oath, as Managing Partner of Up the Creek Partners and as Managing Member of Risksome, LLC, as Managing Member of Riskall, LLC, on behalf of the partnership and the LLC.

Notary Public, State of Florida
[Signature]
Print Name:

My Commission expires:

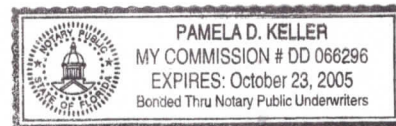


Exhibit "A"

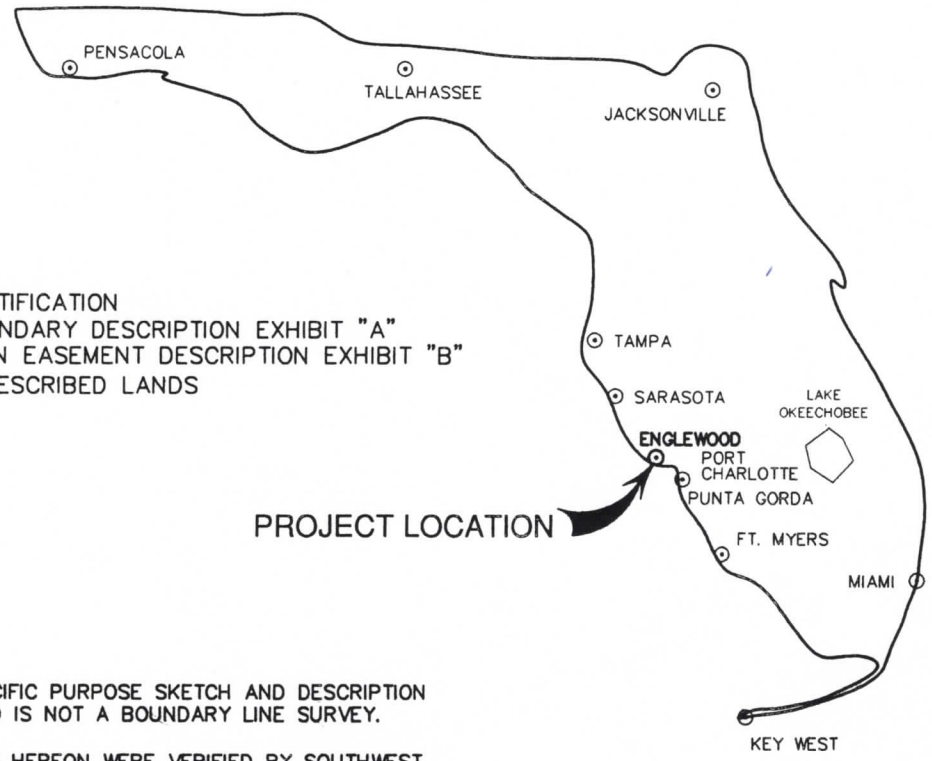
A portion of those lands described and shown as "Phase 1" according to the plat of "WATERS EDGE OF ENGLEWOOD, A CONDOMINIUM" in section 9, Township 41 South, Range 20 East, Charlotte County, Florida, as recorded in Condominium Book 3, Page 27 A through 27 E, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 9, "Grove City Land Company Subdivision" as recorded in Plat Book 1, Page 8, of the Public Records of Charlotte County, Florida, said corner also being shown as the Point of Beginning for the aforesaid plat of "Waters Edge of Englewood" thence N.89°00'15"W. along the south line of the above described plat of said "WATERS EDGE OF ENGLEWOOD", 239.50 for a POINT OF BEGINNING OF THIS PARCEL; thence continue along the South line of said plat, N.89°00'15"W., 429.22 feet; thence N.89°01'56"W., 668.25 feet; thence S.00°08'51"W., 335.94 feet; thence N.89°05'27"W., 667.90 feet; thence N.00°12'16"W., 643.28 feet; thence S.89°01'51"E., 1128.73 feet; thence N.27°58'09"E. 399.71 feet; thence S.89°01'51"E., to the centerline of Oyster Creek as shown on the plat of "WATERS EDGE OF ENGLEWOOD", 215.00 feet more or less; thence along the centerline of said Oyster Creek, S.07°15'00"E., 75.00 feet; thence S.63°00'00"W., 116.00 feet; thence S.19°30'00"W., 65.00 feet; thence S.17°30'00"E., 85.00 feet; thence S.61°15'00"E., 85.00 feet; thence S.81°45'00"E., 105.00 feet; thence S.62°10'00"E., 95.00 feet; thence N.85°28'11"E., 47.57 feet; thence S.32°40'41"E., and leaving the centerline of said Oyster Creek, 30.00 feet, more or less to a point that bears N.00°15'36"E., 275.78 feet from the point of beginning; thence S.00°15'36"E., 275.78 feet to the POINT OF BEGINNING. containing 19.776 acres, more or less.

SPECIFIC PURPOSE SURVEY

SKETCH AND DESCRIPTION NOT A BOUNDARY LINE SURVEY

IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA



- SHEET 1 OF 5 - NOTES & CERTIFICATION
- SHEET 2 OF 5 - OVERALL BOUNDARY DESCRIPTION EXHIBIT "A"
- SHEET 2 OF 5 - CONSERVATION EASEMENT DESCRIPTION EXHIBIT "B"
- SHEET 3 OF 5 - SKETCH OF DESCRIBED LANDS
- SHEET 4 OF 5 - LINE TABLE

SURVEYOR'S NOTES

- 1) THIS SKETCH REPRESENTS A SPECIFIC PURPOSE SKETCH AND DESCRIPTION FOR A CONSERVATION EASEMENT AND IS NOT A BOUNDARY LINE SURVEY.
- 2) THE JURISDICTIONAL LIMITS SHOWN HEREON WERE VERIFIED BY SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) AGENT PAM FETTERMAN ON MARCH 16, 2005.
- 3) THIS UPLAND AREA WAS NOT INCLUDED IN THE S.W.F.W.M.D. FIELD REVIEW.
- 4) EARLY AERIAL PHOTOGRAPHS PRIOR TO THE DREDGING OF OYSTER CREEK INDICATE THAT THERE WAS AN EXISTING NATURAL FLOW THROUGH THIS AREA. LATER AERIAL PHOTOGRAPHS AND EXISTING SPOIL PILES INDICATE THAT THE NATURAL FLOW HAS BEEN ALTERED. THE MEAN HIGH WATER LINE ACCROSS THIS AREA HAS BEEN DETERMINED BY REVIEWING THE AERIAL PHOTOGRAPHS AND ON SITE INSPECTIONS FOR INDICATORS OF PREVIOUS CHANNELS AND LOW AREAS THROUGH THE WETLANDS.

This sketch consists of sheet one through five. THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT ALL SHEETS.

SHEET 1 OF 5

TYPE OF SKETCH: DESCRIPTION
 DATE OF SKETCH: SEPTEMBER 28, 2005
 GREGORY F. WEYERS, P.S.M. (FOR THE FIRM)
 INDIVIDUAL FLORIDA CERT. NUMBER: LS 3361
 BUSINESS AUTHORIZATION NUMBER: L.B. 6655
 THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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4526 N. ACCESS ROAD
 ENGLEWOOD, FL 34224
 (941)475-5651
 FAX (941)475-2998

NOTES AND ABBREVIATIONS: P - PLAT; C - CALCULATED; D - DEED OR DESCRIPTION; M - MEASURED; O.A. - OVERALL; A - CENTRAL ANGLE; R - RADIUS; A - ARC; P.C. - POINT OF CURVE; P.R.C. - POINT OF REVERSE CURVE; P.C.C. - POINT OF COMPOUND CURVE; P.T. - POINT OF TANGENCY; P.O.C. - POINT OF COMMENCEMENT; P.O.B. - POINT OF BEGINNING; P.R.M. - PERMANENT REFERENCE MARKER; P.C.P. - PERMANENT CONTROL POINT; FND. - FOUND I.R.C. - IRON ROD WITH PLASTIC CAP; I.R. - IRON ROD; I.P. - IRON PIPE; REF. COR. - REFERENCE CORNER SET ON OFFSET TO PROPERTY CORNER; N. & D. - NAIL AND DISC; P.K. - PARKER-KALON BRAND NAIL; L.B. - LAND SURVEYING BUSINESS; R.L.S. OR P.L.S. - REGISTERED OR PROFESSIONAL LAND SURVEYOR; B.M. - BENCH MARK; T.B.M. - TEMPORARY BENCH MARK; F.F. - FINISH FLOOR; EL. OR ELEV. - ELEVATION; N.G.V.D. - NATIONAL GEODETIC VERTICAL DATUM OF 1929; +10.0 or 10.0 - SPOT ELEVATION; SKETCH SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD NOT FURNISHED TO SIGNING SURVEYOR OR PART OF RECORD PLAT; SKETCH NOT CERTIFIED TO IMPROVEMENTS OR ENCROACHMENTS THAT ARE UNDERGROUND OR NOT VISIBLE, UNLESS SHOWN.

CLIENT:	UP THE CREEK/RISK ALL LLC	
Date of Sketch:		
REVISIONS:		
F.B.:	P.G.:	PROJECT No: E-3777

EXHIBIT "A"
SKECTCH AND DESCRIPTION — OVERALL PARCEL
SPECIFIC PURPOSE SURVEY
NOT A BOUNDARY LINE SURVEY

IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA

DESCRIPTION:

LOT 21, BLOCK A, MOBILE GARDENS FIRST ADDITION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 18 AS RECORDED IN THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA:

TOGETHER WITH

ALL OF LOT 12 AND PORTIONS OF LOTS 11 AND 13, GROVE CITY LAND COMPANY SUBDIVISION IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 12, GROVE CITY LAND COMPANY SUBDIVISION IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE S.89°00'33"E., ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 312.93 FEET TO THE SOUTHWEST CORNER OF LOT 21, MOBILE GARDENS FIRST ADDITION AS RECORDED IN PLAT BOOK 6, PAGE 18 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY FLORIDA; THENCE N.00°59'27"E., 100.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF VIA DELUNA (50 FOOT PUBLIC RIGHT OF WAY); THENCE S.89°00'33"E., 75.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE S.00°59'27"W., ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF AFORESAID SAID LOT 12 GROVE CITY SUBDIVISION; THENCE S.89°00'33"E., ALONG SAID LINE, 887.78 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF OYSTER CREEK; THENCE SOUTHERLY AND WESTERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING 11 CALLS: THENCE S.07°04'11"W., 35.55'; THENCE S.26°34'20"W 36.96'; THENCE S.49°00'29"W., 16.59'; THENCE S.46°19'33"W., 142.83'; THENCE S.31°41'59"W., 108.18'; THENCE S.34°05'10"W., 94.68'; THENCE S.16°18'35"W., 69.01'; THENCE S.19°36'52"W., 85.15'; THENCE S.28°55'13"W., 161.46'; THENCE S.82°08'59"W., 108.29'; THENCE S.88°57'08"W., 89.55' TO ITS INTERSECTION WITH THE SOUTH LINE OF AFORESAID LOT 11; THENCE N.89°01'48"W., ALONG THE SOUTH LINE OF LOT 11, 34.40' TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE S.00°06'38"E., ALONG THE EAST LINE OF LOT 13, GROVE CITY LAND COMPANY SUBDIVISION, 7.99' TO THE MEAN HIGH WATER LINE OF OYSTER CREEK; THENCE ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING THREE CALLS; THENCE S.74°56'26"W., 86.45'; THENCE S.46°44'18"W., 83.28'; THENCE S.39°14'44"W., 23.80'; THENCE LEAVING SAID MEAN HIGH WATER LINE, N.22°07'50"W. 57.68 TO ITS INTERSECTION WITH THE MEAN HIGH WATER LINE OF OYSTER CREEK; THENCE NORTHEASTERLY AND WESTERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING 19 CALLS; THENCE N.10°34'15"E. 68.61'; THENCE N.31°53'45"E., 35.88'; THENCE N.74°26'00"E., 33.96'; THENCE S.69°34'46"E., 37.18'; THENCE N.65°29'26"E., 121.72'; THENCE N.65°29'26"E., 51.89'; THENCE N.72°52'12"W., 48.64'; THENCE N.72°52'12"W., 113.77'; THENCE N.48°13'29"W., 94.20'; THENCE S.80°06'05"W., 37.28'; THENCE S.40°49'12"W., 91.87'; THENCE N.86°47'21"W., 51.51'; THENCE N.42°43'26"W., 94.31'; THENCE N.40°29'03"W., 73.25'; THENCE N.85°37'16"W., 100.59'; THENCE S.53°19'41"W., 94.62'; THENCE S.38°47'42"W., 66.62'; THENCE S.19°53'48"W., 63.99'; THENCE S.73°14'31"W., 21.28', MORE OR LESS TO WEST LINE OF AFORESAID LOT 12, GROVE CITY LAND COMPANY SUBDIVISION; THENCE N.00°13'11"E., ALONG SAID WEST LINE, 564.90', MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 594,450.5 SQUARE FEET/13.647 ACRES, MORE OR LESS.

SURVEYORS NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH PLAT LINE OF MOBILE GARDENS, FIRST ADDITION AS SOUTH 89°00'33"EAST.

This sketch consists of sheet one through five. THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT ALL SHEETS.

SHEET 2 OF 5

TYPE OF SKETCH: DESCRIPTION
DATE OF SKETCH: SEPTEMBER 28, 2005

GREGORY E. WEYERS, P.S.M. (FOR THE FIRM)
INDIVIDUAL FLORIDA CERT. NUMBER: LS 3361
BUSINESS AUTHORIZATION NUMBER: L.B. 6655
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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EXHIBIT "B"
SKETCH AND DESCRIPTION - CONSERVATION EASEMENT
SPECIFIC PURPOSE SURVEY
NOT A BOUNDARY LINE SURVEY

IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA

DESCRIPTION:

A PORTION OF LOTS 11, 12 AND 13, GROVE CITY LAND COMPANY SUBDIVISION IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 12, GROVE CITY LAND COMPANY SUBDIVISION IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE S.89°00'33"E., ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 312.93' TO THE SOUTHWEST CORNER OF LOT 21, MOBILE GARDENS FIRST ADDITION AS RECORDED IN PLAT BOOK 6, PAGE 18 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY FLORIDA; THENCE N.00°59'27"E., 100.00' TO THE SOUTH RIGHT OF WAY LINE OF VIA DELUNA (50 FOOT PUBLIC RIGHT OF WAY); THENCE S.89°00'33"E., 75.00' TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE S.00°59'27"W., ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 100.00' TO THE NORTH LINE OF AFORESAID SAID LOT 12 GROVE CITY SUBDIVISION; THENCE S.89°00'33"E., ALONG SAID LINE, 884.92' FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°00'33"E. 2.86' MORE OR LESS, TO THE MEAN HIGH WATER LINE OF OYSTER CREEK; THENCE SOUTHERLY AND WESTERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING 11 CALLS: THENCE S.07°04'11"W., 35.55'; THENCE S.26°34'20"W 36.96'; THENCE S.49°00'29"W., 16.59'; THENCE S.46°19'33"W., 142.83'; THENCE S.31°41'59"W., 108.18'; THENCE S.34°05'10"W., 94.68'; THENCE S.16°18'35"W., 69.01'; THENCE S.19°36'52"W., 85.15'; THENCE S.28°55'13"W., 161.46'; THENCE S.82°08'59"W., 108.29'; THENCE S.88°57'08"W., 89.55' TO ITS INTERSECTION WITH THE SOUTH LINE OF AFORESAID LOT 11; THENCE N.89°01'48"W., ALONG THE SOUTH LINE OF LOT 11, 34.40' TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE S.00°06'38"E., ALONG THE EAST LINE OF LOT 13, GROVE CITY LAND COMPANY SUBDIVISION, 7.99' TO THE MEAN HIGH WATER LINE OF OYSTER CREEK; THENCE ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING THREE CALLS; THENCE S.74°56'26"W., 86.45'; THENCE S.46°44'18"W., 83.28'; THENCE S.39°14'44"W., 23.80'; THENCE LEAVING SAID MEAN HIGH WATER LINE, N.22°07'50"W. 57.68' TO ITS INTERSECTION WITH THE MEAN HIGH WATER LINE OF OYSTER CREEK; THENCE NORTHEASTERLY AND WESTERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING 19 CALLS; THENCE N.10°34'15"E. 68.61'; THENCE N.31°53'45"E., 35.88'; THENCE N.74°26'00"E., 33.96'; THENCE S.69°34'46"E., 37.18'; THENCE N.65°29'26"E., 121.72'; THENCE N.65°29'26"E., 51.89'; THENCE N.72°52'12"W., 48.64'; THENCE N.72°52'12"W., 113.77'; THENCE N.48°13'29"W., 94.20'; THENCE S.80°06'05"W., 37.28'; THENCE S.40°49'12"W., 91.87'; THENCE N.86°47'21"W., 51.51'; THENCE N.42°43'26"W., 94.31'; THENCE N.40°29'03"W., 73.25'; THENCE N.85°37'16"W., 100.59'; THENCE S.53°19'41"W., 94.62'; THENCE S.38°47'42"W., 66.62'; THENCE S.19°53'48"W., 63.99'; THENCE S.73°14'31"W., 21.28', MORE OR LESS TO WEST LINE OF AFORESAID LOT 12, GROVE CITY LAND COMPANY SUBDIVISION; THENCE N.00°13'11"W., ALONG SAID WEST LINE, 20.20'; THENCE N.71°45'37"E, 14.57' THENCE N.16°35'09"E, 43.86'; THENCE N.28°44'32"E, 40.98'; THENCE N.05°42'06"W, 46.52'; THENCE N.26°30'24"W, 41.09'; THENCE N.03°24'03"W, 27.44'; THENCE N.38°43'50"W, 35.67'; THENCE N.00°13'11"W, 168.50'; THENCE S.89°59'35"E, 52.61'; THENCE S.59°14'24"E, 19.00'; THENCE S.17°10'29"E, 19.41'; THENCE S.15°15'12"E, 40.40'; THENCE S.21°22'02"E, 24.62'; THENCE S.40°17'03"W, 38.83'; THENCE S.51°39'03"W, 32.76'; THENCE S.28°52'56"W, 28.12'; THENCE S.14.03'39"E, 25.71'; THENCE S.17°49'09"E, 23.44'; THENCE S.45°22'42"E, 30.97'; THENCE N.75°37'17"E, 37.93'; THENCE S.63°41'42"E, 17.93'; THENCE N.78°12'37"E, 22.29'; THENCE N.78°07'53"E, 41.89'; THENCE S.80°19'16"E, 30.10'; THENCE S.88°45'04"E, 51.61'; THENCE S.71°32'04"E, 38.57'; THENCE S.39°32'30"E, 75.70'; THENCE S.23°42'16"E, 30.52'; THENCE S.22°52'31"E, 36.48'; THENCE S.80°51'51"E, 35.66'; THENCE N.23°05'58"E, 23.41'; THENCE N.49°25'44"E, 25.63'; THENCE N.52°59'17"E, 37.55'; THENCE N.09°36'08"E, 27.59'; THENCE N.66°36'20"E, 29.95'; THENCE N.75°53'19"E, 46.83'; THENCE N.41°24'26"E, 23.49'; THENCE N.82°16'45"E, 25.07'; THENCE S.26°03'36"E, 20.56'; THENCE S.69°49'05"E, 40.54'; THENCE S.65°32'02"E, 39.52'; THENCE S.63°25'43"E, 43.00'; THENCE S.83°58'49"E, 32.94'; THENCE S.74°29'26"E, 22.00'; THENCE S.63°26'28"E, 24.00'; THENCE S.10°48'58"W, 32.68'; THENCE S.83°25'28"E, 37.15'; THENCE N.80°18'55"E, 39.05'; THENCE N.56°52'11"E, 61.99'; THENCE N.41°00'07"E, 41.49'; THENCE N.45°11'48"E, 51.86'; THENCE N.69°48'40"E, 16.82'; THENCE N.16°20'35"E, 21.92'; THENCE N.33°35'17"E, 10.74'; THENCE N.64°52'26"E, 39.64'; THENCE N.36°36'24"E, 32.40'; THENCE N.36°39'44"E, 27.67'; THENCE N.37°43'17"E, 28.65; THENCE N.28°46'06"E, 29.62'; THENCE N.31°06'06"E, 63.58'; THENCE N.47°21'03"E, 45.66'; THENCE N.26°51'21"E, 28.16'; THENCE N.80°10'36"E, 17.52'; THENCE N.49°32'47"E, 36.75'; THENCE N.47°42'22"E, 39.62'; THENCE N.24°45'02"E, 36.22'; THENCE N.07°39'52"E, 34.24'; MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 121,730 SQUARE FEET/2.79 ACRES, MORE OR LESS.

SURVEYORS NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH PLAT LINE OF MOBILE GARDENS, FIRST ADDITION AS SOUTH 89°00'33"EAST.

This sketch consists of sheet one through five. THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT ALL SHEETS.

SHEET 3 OF 5

TYPE OF SKETCH: DESCRIPTION
DATE OF SKETCH: SEPTEMBER 28, 2005

GREGORY F. WEYERS, P.S.M. (FOR THE FIRM)
INDIVIDUAL FLORIDA CERT. NUMBER: LS 3361
BUSINESS AUTHORIZATION NUMBER: LB 6655

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

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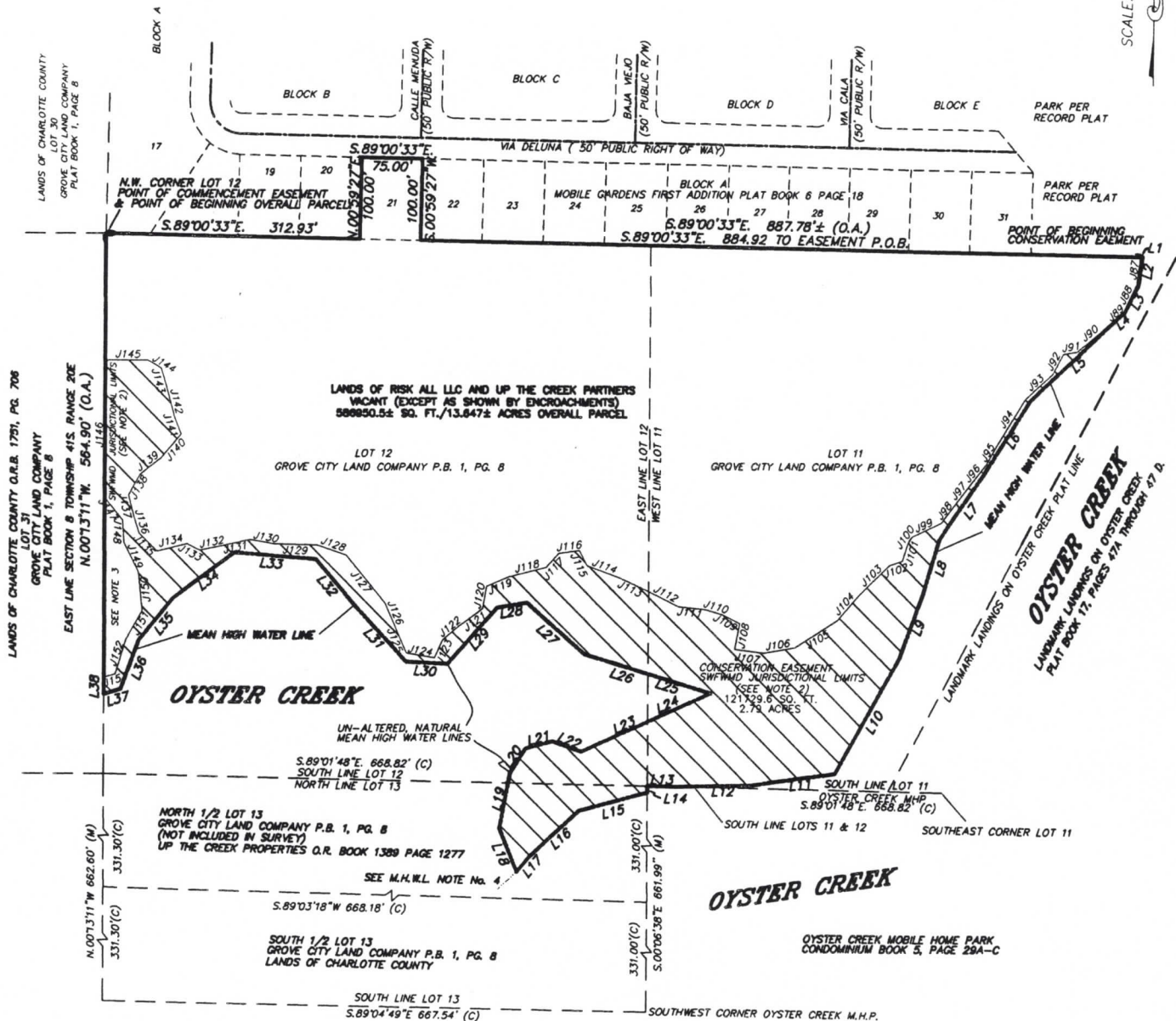
4526 N. ACCESS ROAD
ENGLEWOOD, FL 34224
(941)475-5651
FAX (941)475-2998

SPECIFIC PURPOSE SURVEY

SKETCH AND DESCRIPTION NOT A BOUNDARY LINE SURVEY

IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA

SCALE: 1" = 200'



This sketch consists of sheet one through five. THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT ALL SHEETS.

SHEET 4 OF 5

TYPE OF SKETCH: DESCRIPTION
DATE OF SKETCH: SEPTEMBER 28, 2005

GREGORY F. WEYERS, P.S.M. (FOR THE FIRM)
INDIVIDUAL FLORIDA CERT. NUMBER: LS 3361
BUSINESS AUTHORIZATION NUMBER: L.B. 6655
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SPECIFIC PURPOSE SURVEY

SKETCH AND DESCRIPTION NOT A BOUNDARY LINE SURVEY

IN SECTION 9, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA

*BOUNDARY AND M.H.W.L.
LINE TABLE*

LINE	BEARING	DISTANCE
L1	S 89°00'33" E	10.60'
L2	S 07°40'11" W	35.55'
L3	S 26°34'20" W	36.96'
L4	S 49°00'29" W	16.59'
L5	S 46°19'33" W	142.83'
L6	S 31°41'59" W	108.18'
L7	S 34°05'10" W	94.68'
L8	S 16°18'35" W	69.01'
L9	S 19°36'52" W	85.15'
L10	S 28°55'13" W	161.46'
L11	S 82°08'59" W	108.29'
L12	S 88°57'08" W	89.55'
L13	N 89°01'48" W	34.40'
L14	S 00°06'38" E	7.99'
L15	S 74°56'26" W	86.45'
L16	S 46°44'18" W	83.28'
L17	S 39°14'44" W	23.80'
L18	N 22°07'50" W	57.68'
L19	N 10°34'15" E	68.61'
L20	N 31°53'45" E	35.88'
L21	N 74°26'00" E	33.96'
L22	S 69°34'46" E	37.18'
L23	N 65°29'26" E	121.72'
L24	N 65°29'26" E	51.89'
L25	N 72°52'12" W	48.64'
L26	N 72°52'12" W	113.77'
L27	N 48°13'29" W	94.20'
L28	S 80°06'05" W	37.28'
L29	S 40°49'12" W	91.87'
L30	N 86°47'21" W	51.51'
L31	N 42°43'26" W	94.31'
L32	N 40°29'03" W	73.25'
L33	N 85°37'16" W	100.59'
L34	S 53°19'41" W	94.62'
L35	S 38°47'42" W	66.62'
L36	S 19°53'48" W	63.99'
L37	S 73°14'31" W	21.28'
L38	N 00°13'11" W	20.20'

*JURISDICTIONAL LINE
LINE TABLE*

LINE	BEARING	DISTANCE
J87	N 07°39'52" E	34.24'
J88	N 24°45'02" E	36.22'
J89	N 47°42'22" E	39.62'
J90	N 49°32'47" E	36.75'
J91	N 80°10'36" E	17.52'
J92	N 26°51'21" E	28.16'
J93	N 47°21'03" E	45.66'
J94	N 31°06'06" E	63.58'
J95	N 28°46'06" E	29.62'
J96	N 37°43'17" E	28.65'
J97	N 36°39'44" E	27.67'
J98	N 36°36'24" E	32.40'
J99	N 64°52'26" E	39.64'
J100	N 33°35'17" E	10.74'
J101	N 16°20'35" E	21.92'
J102	N 69°48'40" E	16.82'
J103	N 45°11'48" E	51.86'
J104	N 41°00'07" E	41.49'
J105	N 56°52'11" E	61.99'
J106	N 80°18'55" E	39.05'
J107	S 83°25'28" E	37.15'
J108	S 10°48'58" W	32.68'
J109	S 63°26'28" E	24.00'
J110	S 74°29'26" E	22.00'
J111	S 83°58'49" E	32.94'
J112	S 63°25'43" E	43.00'
J113	S 65°32'02" E	39.52'
J114	S 69°49'05" E	40.54'
J115	S 26°03'36" E	20.56'
J116	N 82°16'45" E	25.07'
J117	N 41°24'26" E	23.49'
J118	N 75°53'19" E	46.83'
J119	N 66°36'20" E	29.95'
J120	N 09°36'08" E	27.59'

*JURISDICTIONAL LINE
LINE TABLE*

LINE	BEARING	DISTANCE
J121	N 52°59'17" E	37.55'
J122	N 49°25'44" E	25.63'
J123	N 23°05'58" E	23.41'
J124	S 80°51'51" E	35.66'
J125	S 22°52'31" E	36.48'
J126	S 23°42'16" E	30.52'
J127	S 39°32'30" E	75.50'
J128	S 71°32'04" E	38.57'
J129	S 88°45'04" E	51.61'
J130	S 80°19'16" E	30.10'
J131	N 78°07'53" E	41.89'
J132	N 78°12'37" E	22.29'
J133	S 63°41'42" E	17.93'
J134	N 75°37'17" E	37.93'
J135	S 45°22'42" E	30.97'
J136	S 17°49'09" E	23.44'
J137	S 14°03'39" E	25.71'
J138	S 28°52'56" W	28.12'
J139	S 51°39'03" W	32.76'
J140	S 40°17'03" W	38.83'
J141	S 21°22'02" E	24.62'
J142	S 15°15'12" E	40.48'
J143	S 17°10'29" E	19.41'
J144	S 59°14'24" E	19.00'
J145	S 89°59'35" E	52.61'
J146	N 00°13'11" W	168.50'
J147	N 38°43'50" W	35.67'
J148	N 03°24'03" W	27.44'
J149	N 26°30'24" W	41.09'
J150	N 05°42'06" W	46.52'
J151	N 28°44'32" E	40.98'
J152	N 16°35'09" E	43.86'
J153	N 71°45'37" E	14.57'

This sketch consists of sheet one through five. THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT ALL SHEETS.

SHEET 5 OF 5

TYPE OF SKETCH: DESCRIPTION
DATE OF SKETCH: SEPTEMBER 28, 2005

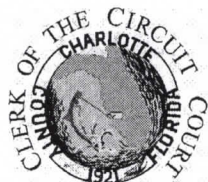
GREGORY F. WEYERS, P.S.M. (FOR THE FIRM)
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Clerk of the Court
P.O. Box 510156
Punta Gorda, FL. 33951
(941) 743-1400



Charlotte County Transaction #: **539696**
Receipt #: **2006003859**
Cashier Date: **11/15/2005 9:40:24 AM**
(DEBORAHS)


Print Date:
11/15/2005 9:40:23
AM

Customer Information	Transaction Information	Payment Summary
() MOORE AND WAKSLER 1107 W. MARION STE 112 PUNTA GORDA, FL 33950	Date Received: 11/15/2005 Source Code: Murdock Q Code: Murdock Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees \$128.20 Total Payments \$128.20

1 Payments

 CHECK 5200	\$128.20
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1 Recorded Items

 (EAS) Easement	<i>CFN: 1478552 Date: 11/15/2005 9:40:20 AM</i> <i>From: UP THE CREEK PARTNERS To: CHARLOTTE COUNTY</i>	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	12	\$103.50
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	3	\$0.00
Deed Doc Stamps @ \$0.70 per \$100	10	\$0.70
Copies (2) Copies	24	\$24.00

0 Search Items

0 Miscellaneous Items