

Prepared by and return to:
Robert E. Murell, B.C.S. The Murrell Law
Firm, P. A. 5415 Jaeger Road, Suite B
Naples, Florida 34109

GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT ("**Agreement**") is made this day of December 16, 2025, by **WIGGINS BAY FOUNDATION, INC.**, a Florida Not For Profit Corporation, ("**GRANTOR**"), to **COVE TOWERS PRESERVE CONDOMINIUM ASSOCIATION, INC.** ("**GRANTEE**").

WHEREAS, **GRANTOR** is the fee simple owner of certain real property located in Collier County, Florida (the "County") more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Easement"). The Easement is comprised of a part of Tract "9", Wiggins Bay Phase 1, according to the Plat thereof recorded in Plat Book 13, Pages 89 and 90 of the Public Records of Collier County Florida, which is an area for the placement of shrubs as shown on the sketch attached hereto as a part of Exhibit "A"; and

WHEREAS, it is the desire to the **GRANTEE** to plant a row of shrubs to separate the Condominium Property from the roadway; and

WHEREAS, it is the desire of the **GRANTOR** to provide such **Easement** to facilitate the **GRANTEE** in planting such shrubs under the conditions set forth in this Easement.

WHEREAS, **GRANTOR** has agreed, subject to the terms of this **Agreement**, to grant such nonexclusive easement to **GRANTEE**.

NOW, THEREFORE, for and in consideration of the sum often dollars (\$ 10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, **GRANTOR** hereby grants, bargains, sells and transfers to the **GRANTEE**, its successors and assigns, a non-exclusive **Easement** situated in Collier County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

GRANTOR hereby declares the following:

1. The foregoing recitals are true and correct and incorporated herein by this reference, as determined by the Wiggins Bay Foundation ARC.
2. The **GRANTEE** may install a hedge approved by the Wiggins Bay Foundation ARC, and may replace such hedge as needed from time to time. If the replacement hedge is not a clusia hedge, then **GRANTEE** must obtain approval of the new hedge from the Wiggins Bay Foundation ARC. The original hedge approved is a clusia hedge, the height and density to be determined by the **GRANTEE**.
3. Any hedge so installed by **GRANTEE** may not be closer to Wiggins Bay Drive than at least seven (7) feet from the gutter edge, as shown on Exhibit "A", in blue, attached hereto.
4. The **GRANTEE** must maintain, repair and replace the new bed line to the existing hedge/property line for so long as this access easement exists. The **GRANTEE** shall be responsible for ensuring that the line of the hedge maintains the minimum distance from the gutter edge of seven feet. The **GRANTOR** may, in its discretion, remove portions of the hedge which violate this provision or fail to meet the reasonable standards for maintenance established by the **GRANTOR**.
5. **GRANTEE** will be responsible for the costs associated with relocation of any irrigation lines located within the **Easement**.

6. **GRANTEE** shall be responsible for the costs associated with the maintenance of the irrigation lines located within the **Easement**.
7. The landscaping and maintenance of the **Easement** by **GRANTEE** shall be comparable to the landscaping and maintenance standards of the adjacent properties subject to the **GRANTOR** the Wiggins Bay Foundation, Inc. and shall be maintained by **GRANTEE**, its successors and assigns. Should the **GRANTEE** fail to maintain in accordance with such standards, the **GRANTOR** shall have the right, but not the obligation, to maintain the landscaping in the **Easement** Area and charge the **GRANTEE** the cost thereof, or alternatively the **GRANTOR** may notify the **GRANTEE**, in writing, of the specific failures of the **GRANTEE** and in the event the **GRANTEE** does not cure within 30 days, the **GRANTOR** may terminate this **Easement**.
8. The use of the **Easement** by the **GRANTEE** for any of the limited purposes set forth herein shall not interfere with nor hinder the use by the other holders of the easement rights over the **Easement**, or any equipment or facilities placed thereon or therein, including but not limited to, fire hydrants and other safety equipment.
9. This **Easement** may be terminated by an Agreement between both parties, in writing, setting forth the date upon which the **Agreement** shall terminate.
10. Any modifications of this **Agreement** shall be in writing and signed by the President of both **GRANTOR** and **GRANTEE**. No oral agreements nor amendments that have not been signed by both parties shall be valid.
11. This **Agreement** shall be binding on and shall inure to the benefit of the successors, grantees and/or assigns of the parties hereto.
12. No waiver, alteration, or modification of the terms and conditions of this **Agreement** shall be binding unless said waiver, alteration, or modification is in writing and signed by a duly authorized representative of each party.
13. The illegality or invalidity of any part of this **Agreement** shall not impair any other terms of this **Agreement**, all of which shall remain in full force and effect.
14. The laws of the State of Florida are intended to govern the interpretation and enforcement of this **Agreement** and the venue for any litigation or arbitration arising out of this Agreement shall be in Collier County, Florida. The singular number as used herein shall be deemed to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.
15. The waiver of any breach or default under any of the terms of this **Agreement** shall not be deemed to be nor shall the same constitute a waiver of any subsequent breach or default.
16. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied upon by each party to this **Agreement**.
17. This **Agreement** may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
18. The **GRANTEE** shall indemnify and hold the **GRANTOR** harmless from and against any claims, demands, or lawsuits arising out of or related to the **Easement**, including any claims or demands brought by any third party.
19. If either party hires an attorney to enforce its rights under this **Agreement**, the prevailing party shall be entitled to be reimbursed by the other party for its attorney's fees and costs, whether or not litigation is commenced, and through any appeals.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Date: 12-16-25

COVE TOWERS PRESERVE CONDOMINIUM
ASSOCIATION, INC.

(1) [Signature]

Witness
Print Name: Mike Petcher

Address: 7480 Rookery Ln
Naples, FL 34120

(2) [Signature]

Witness
Print Name: STEVE LYDIC

Address: 3116 NORMANDY DR
PORT CHARLOTTE, FL 33952

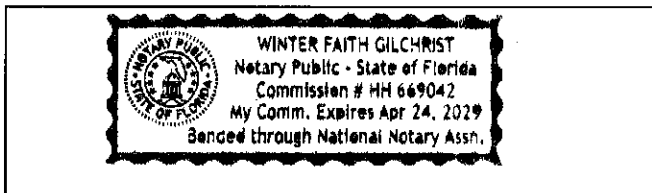
By: [Signature]

Ron Inberg, President
465 Cove Tower Drive
Naples, FL 34110

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16 day of December, 2025, by Ron Inberg ~~Maureen~~
~~Shalleross~~, as President of the aforementioned Corporation, on behalf of the Corporation by means of ☒ physical
presence or [] online notarization. She is personally known to me or has produced _____
_____ as identification.



Print, Type, or Stamp Commissioned Name of Notary Public
(Affix Notarial Seal)

[Signature]
Signature of Notary Public

This instrument prepared by Robert E. Murrell,
B.C.S., The Murrell Law Firm, P.A., 5415 Jaeger
Road, Suite B, Naples, FL 34109

Date: 12/16/2025

WIGGINS BAY FOUNDATION ASSOCIATION,
INC.

(1) [Signature]
Witness
Print Name: McKe Petcher
Address: 7480 Rookery Ln
Naples, FL 34120

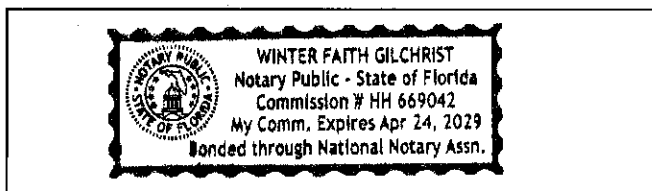
By: [Signature]
Maureen Shallcross, President
5629 Strand Blvd., Suite 412
Naples, FL 34110

(2) [Signature]
Witness
Print Name: STEVE LYDIC
Address: 3116 NORMANDY DR.
PORT CHARLOTTE, FL. 33952

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16 day of December, 2025, by Maureen Shallcross, as President of the aforementioned Corporation, on behalf of the Corporation by means of ☒ physical presence or ☐ online notarization. She is personally known to me or has produced FL DL as identification.

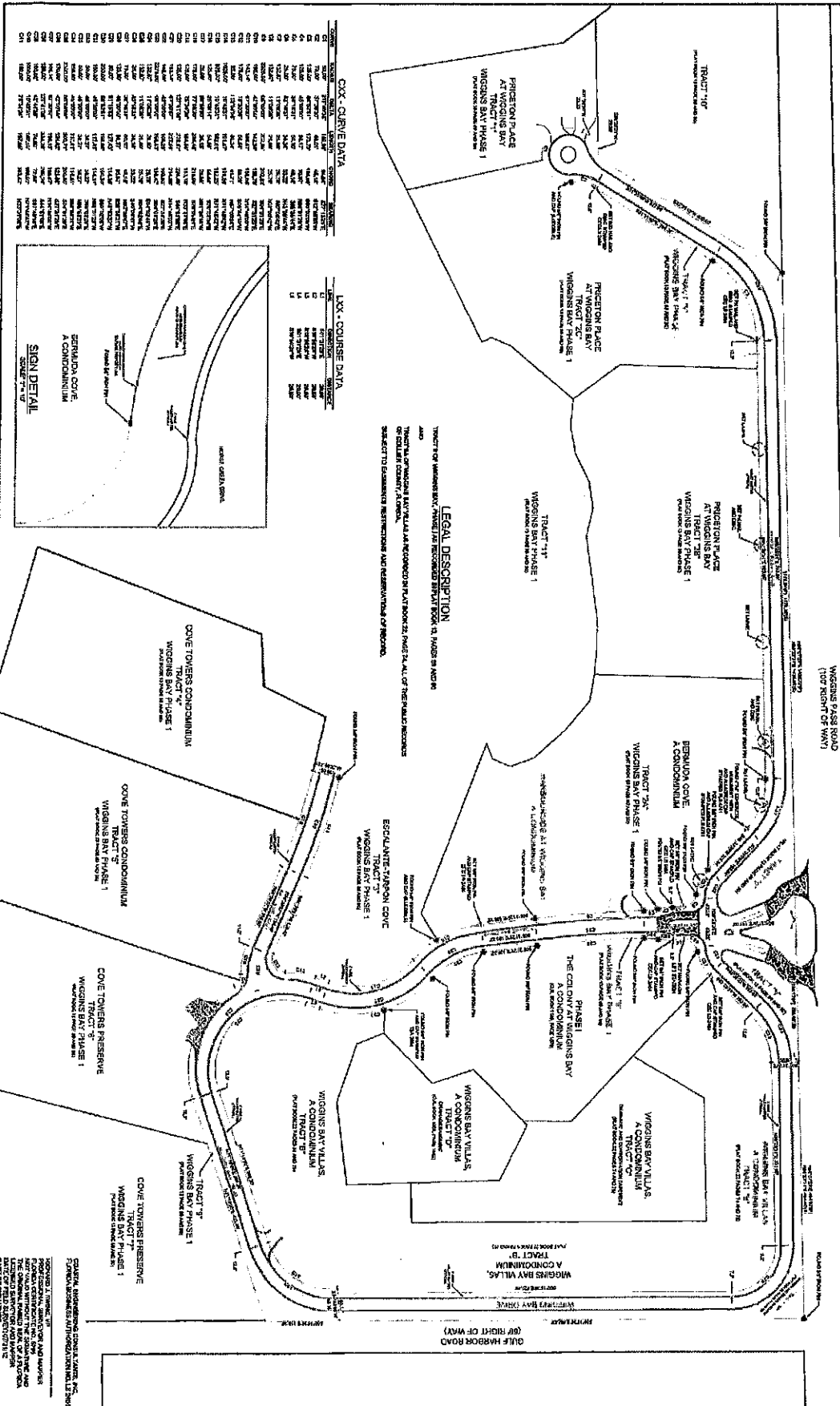


[Signature]
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public
(Affix Notarial Seal)

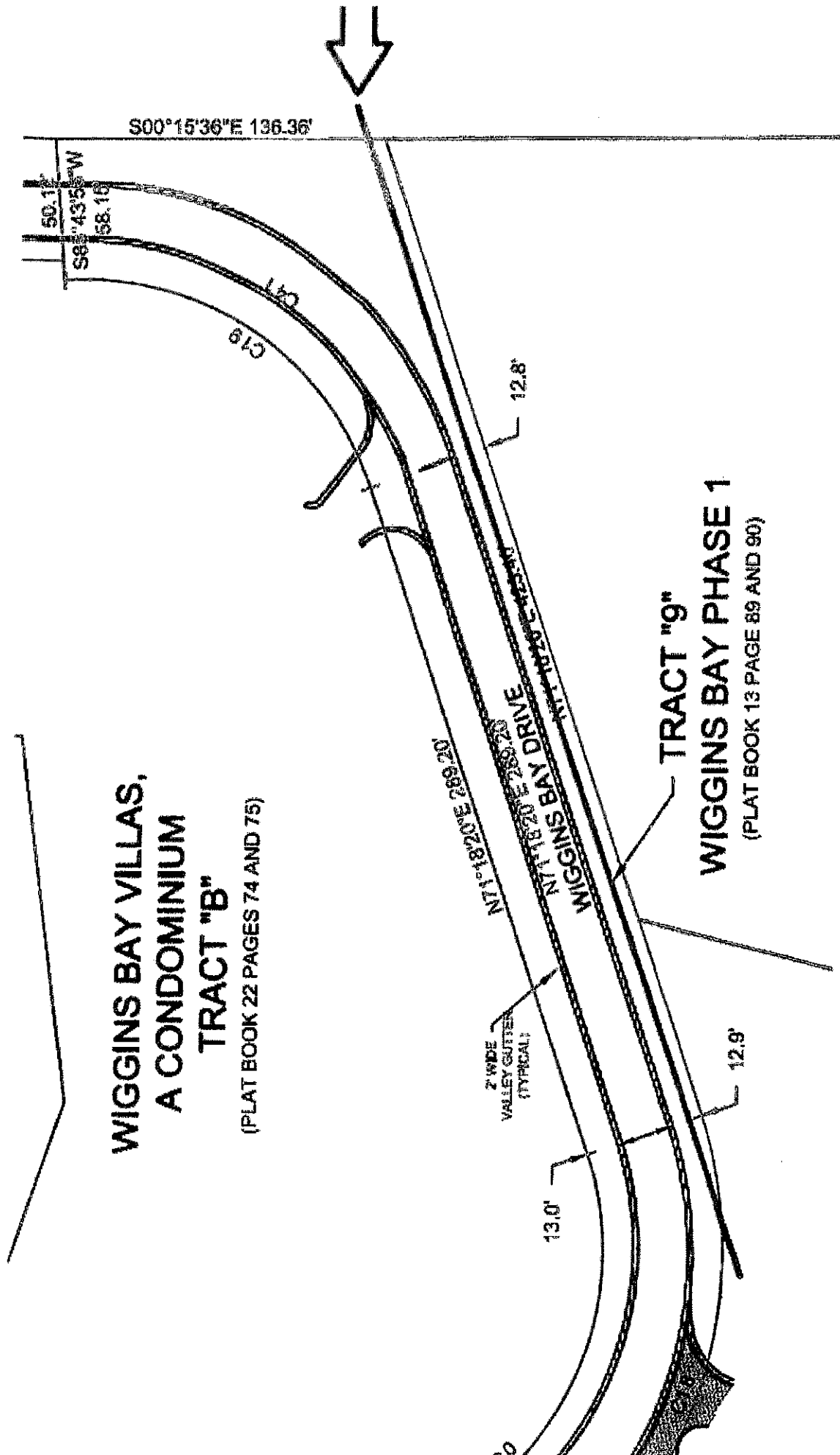
This instrument prepared by Robert E. Murrell,
B.C.S., The Murrell Law Firm, P.A., 5415 Jaeger
Road, Suite B, Naples, FL 34109.

1. ☐ FOLDED FOR DISCIPLINE OR STRIPPED AS NOTED
2. ☐ FOLDED FOR COMMENTS ABOUT MATERIAL
3. ☐ BROADCASTS BASED ON A PHONE REPORT OF AN EVENT OR THE SOUTH FRONT OF WHY LATE OF MEDICAL PLANT NO.
4. ☐ THE MATERIAL IS CONTAINED TO THE DATE OF THE FIELD REPORT, NOT THE DATE OF APPROVAL.

[illegible]

**WIGGINS BAY VILLAS,
A CONDOMINIUM
TRACT "B"**

(PLAT BOOK 22 PAGES 74 AND 75)



**TRACT "9"
WIGGINS BAY PHASE 1**
(PLAT BOOK 13 PAGE 89 AND 90)

WIGGINS BAY PHASE 1

ESCALANTE-TARPOON COVE TRACT 13
WIGGINS BAY PHASE 1
PLAT BOOK 11 PAGE 80 AND 81

WIGGINS BAY VILLAS A CONDOMINIUM TRACT 18
PLAT BOOK 11 PAGE 81 AND 82

COVE TOWERS CONDOMINIUM TRACT 14
WIGGINS BAY PHASE 1
PLAT BOOK 11 PAGE 81 AND 82

COVE TOWERS CONDOMINIUM TRACT 15
WIGGINS BAY PHASE 1
PLAT BOOK 11 PAGE 81 AND 82

COVE TOWERS PRESERVE TRACT 16
WIGGINS BAY PHASE 1
PLAT BOOK 11 PAGE 81 AND 82

COVE TOWERS PRESERVE TRACT 17
WIGGINS BAY PHASE 1
PLAT BOOK 11 PAGE 81 AND 82

WIGGINS BAY PHASE 2
PLAT BOOK 11 PAGE 82 AND 83

COASTAL FLOORS

WIGGINS BAY PHASE 1

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