

**Lee County Board of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20021375**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Accept the donation of Parcels 101, 102, 110, 111, 113, 119, 121, 123, 124, 135, 149, 152, 153 and 154, perpetual waterline utility easements, which are necessary to provide and maintain essential municipal service, facilities and improvements in accordance with the Cottage Point Waterline Municipal Service Benefit Unit; authorize the Division of County Lands to handle and accept all documentation necessary; authorize payment of recording fees.

**WHY ACTION IS NECESSARY:** The Cottage Point MSBU project plan requires the perpetual easements to install the waterline improvements in the existing roads and roadways.

**WHAT ACTION ACCOMPLISHES:** Approval of the Requested Motion will provide for the acquisition of the donated property interests by Grant of Perpetual Public Waterline Utility Easement from the benefitted property owners.

**2. DEPARTMENTAL CATEGORY: 06**  
**COMMISSION DISTRICT #: 3**

*C6D*

**3. MEETING DATE:**  
*12-17-2002*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE 125.01(1)(g)
  - ORDINANCE 98-25
  - ADMIN.
  - OTHER RSN 02-08-42

**6. REQUESTOR OF INFORMATION**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY: Karen L. W. Forsyth, Director *[Signature]* 11-28-02

**7. BACKGROUND:** The Board of County Commissioners created the Cottage Point Waterline MSBU on August 13, 2002, when it adopted Resolution Number 02-08-42. The principal purpose of the project is to provide and maintain essential municipal service, facilities and improvements for the residents of Cottage Point Subdivision, located off Summerlin Road. The cost of the improvements will be assessed proportionately against benefitted property owners. The attached copies of the Grant of Perpetual Public Waterline Utility Easement have been received from the following benefitted property owners:

- |  |  |
|--|--|
| Parcel 101 - Isabel L. Buck, Trustee   | Parcel 102 - Mary L. Ballou, Trustee               |
| Parcel 111 - George L. Tobac, Sr.  | Parcel 113 - Thomas J. Keefe, Sr.                  |
| Parcel 119 - Albert A. Grigat  | Parcel 124 - Robert Earl Norris and Lois M. Norris |
| Parcel 135 - Carl E. Milligan and Clara F. Milligan                                      |  |
| Parcels 110, 121, 123, 149, 152, 153 & 154 - Paul R. Newcomb and Carmel Boudreau-Newcomb |  |

The original documents are in the files of County Lands and will be recorded upon approval by the Board of County Commissioners. There remains 49 more properties for which easement conveyances to the County are required for the completion of the project.

Funds are available in Account Number: 80715335283.506511

Staff Recommends Board approve the Requested Motion.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i> Co. Lands			<i>[Signature]</i> 11-26-02	<i>[Signature]</i> 11-26-02	OA <i>[Signature]</i> 11/27/02	OM <i>[Signature]</i> 11/28/02	RISK <i>[Signature]</i> 12/5	GC <i>[Signature]</i> 12/5	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
Date: 11/26/02  
Time: 3:21 pm  
**Forwarded To:**  
Co. ADM.  
11/27/02 11 AM

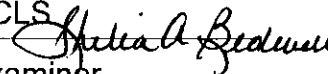
**RECEIVED BY**  
**COUNTY ADMIN.** *EW*  
11/27 11:00  
*BL*  
12/5 100

**Division of County Lands**

**Ownership Only Search**

Search No. 22308  
Date: November 15, 2002  
Parcel: 101  
Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 02-46-23-02-0000G.0680

Effective Date: November 7, 2002, at 5:00 p.m.

**Subject Property:** Lot 68 in Block "G" of COTTAGE POINT SUBDIVISION according to the plat thereof, recorded in Plat Book 9 at page 133 of the Public Records of Lee County, Florida, and according to the map or plat attached to that deed recorded in Deed Book 259 at Pages 222 and 223 of the Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259 at Pages 224, 225 and 226.

Title to the subject property is vested in the following:

***Isabel L. Buck, as Trustee of the James T. Buck and Isabel L. Buck Living Trust dated August 30, 1990.***

by that certain instrument dated May 24, 1999, recorded June 8, 1999, in Official Record Book 3128, Page 752, Public Records of Lee County, Florida.

NOTE: Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2413, Page 1079, Public Records of Lee County, Florida.

**Tax Status:** 2002 Ad Valorem Taxes are PAID IN FULL.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 101  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0680

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **ISABEL L. BUCK, as Trustee of the JAMES T. BUCK AND ISABEL L. BUCK LIVING TRUST dated August 30, 1990, the Trustee with full power and authority either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of said property**, Owner, whose address is 13191 Point Breeze Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A",

has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, ISABEL L. BUCK, Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Darlene F. Cook-Bandy  
1st WITNESS Signature

Darlene F. Cook-Bandy  
Printed name of 1st Witness

Isabel L. Buck  
ISABEL L. BUCK, Grantor  
Individually and as Trustee

Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

STATE OF Florida )  
 )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2002, by ISABEL L. BUCK (550-0), who is personally known to me or has produced Driver License (550-0) as identification.  
(name of person acknowledged)  
(type of identification)

(SEAL)



Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Joseph Keith Gomez  
Signature of Notary Public  
Joseph Keith Gomez

(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

COPY

By: Assistant County Attorney

Approved As to form

**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

COPY

**Division of County Lands**

**Ownership and Easement Search**


Search No. 22309

Date: November 6, 2002

Parcel: 102

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 02-46-23-02-0000G0690

Effective Date: October 30, 2002, at 5:00 p.m.

**Subject Property:** Lot 69, Block G, of that certain subdivision known as COTTAGE POINT SUBDIVISION according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 9, Page 133 and according to the map or plat thereof attached to Deed Book 259, Page 222 and 223.

Title to the subject property is vested in the following:

**Mary L. Ballou, Trustee of the Mary L. Ballou Trust dated February 21, 1985**

by that certain instrument dated October 18, 1989, recorded October 25, 1989, in Official Record Book 2105, Page 296, Public Records of Lee County, Florida.

**Easements:**

1. Covenants, conditions, easements and restrictions contained in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.
2. Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2300, Page 831, as re-recorded in Official Record Book 2301, Page 4648, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable.  
(The end user of this report is responsible for verifying tax and/or assessment information.)

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 102  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0690

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **MARY L. BALLOU, Trustee of the MARY L. BALLOU TRUST DTD 2/21/85**, Owner, whose address is 13181 Point Breeze Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.



6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Mary L. Ballou, Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Dorothy W. Canan  
1st WITNESS Signature

DOROTHY W. CANAN  
Printed name of 1st Witness

Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

Mary L. Ballou  
MARY L. BALLOU, Trustee of the MARY L. BALLOU  
TRUST DTD 2/21/85, Grantor

STATE OF Florida )  
 )  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2002, by Mary L. Ballou, who is personally known to me or has produced Driver License as identification.  
(name of person acknowledged)  
(type of identification)

(SEAL)



Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Joseph Keith Gomez  
Signature of Notary Public  
Joseph Keith Gomez  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

COPY

Approved As To Form

By: \_\_\_\_\_  
Assistant County Attorney

**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

**Division of County Lands**

**Ownership Only Search**

Search No. 22318

Date: November 22, 2002

Parcel: 111

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner *Shelia A. Bedwell*

STRAP: 02-46-23-02-0000G.0800

Effective Date: November 14, 2002, at 5:00 p.m.

**Subject Property:** Lot 80, Block G, in COTTAGE POINT, an unrecorded Subdivision according to the map or plat thereof in Deed Book 259, Pages 224 through 226, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**George L. Tobac, Sr.**

by that certain instrument dated March 19, 1997, recorded March 20, 1997, in Official Record Book 2803, Page 2266, Public Records of Lee County, Florida.

NOTE (1): Deed of Restrictions for Cottage Point, recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2413, Page 1075, Public Records of Lee County, Florida.

**Tax Status:** 2002 Ad Valorem Taxes are PAID IN FULL.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 111  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0800

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **GEORGE L. TOBAC, SR.**, Owner, whose address is 13071 Point Breeze Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, GEORGE L. TOBAC, SR., Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Darlene F. Cook-Bandy  
1st WITNESS Signature

Darlene F. Cook-Bandy  
Printed name of 1st Witness

Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

George L. Tobac, Sr.  
GEORGE L. TOBAC, SR., GRANTOR

STATE OF Florida )  
  )  
COUNTY OF Lea )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2002, by GEORGE L. TOBAC, SR., who is personally known to me or has produced Florida License (457-0) as identification.  
(name of person acknowledged)  
(type of identification)



(SEAL)

Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Joseph Keith Gomez  
Signature of Notary Public  
Joseph Keith Gomez  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

CONFIDENTIAL

Approved As To Form

By: \_\_\_\_\_  
Assistant County Attorney

**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

2011



**Division of County Lands**

**Ownership Only Search**

Search No. 22320

Date: November 22, 2002

Parcel: 113

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner *Shelia A. Bedwell*

STRAP: 02-46-23-02-0000G.0820

Effective Date: November 17, 2002, at 5:00 p.m.

**Subject Property:** Lot 82, in Block "G" in Cottage Point Subdivision, according to the plat thereof, in Plat Book 9 at Page 133; and according to that map or plat attached to that deed recorded in Deed Book 259 at Pages 222 and 223; the said map or plat being recorded in said Deed Book 259, at Pages 224, 225 and 226, all in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Thomas J. Keefe, Sr.**

by that certain instrument dated February 4, 2002, recorded March 1, 2002, in Official Record Book 3587, Page 211, Public Records of Lee County, Florida.

NOTE (1): Deed of Restrictions for Cottage Point, recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2413, Page 1071, Public Records of Lee County, Florida.

NOTE (3): Mortgage executed by Thomas J. Keefe, a single man in favor of Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife, dated February 4, 2002, recorded March 1, 2002, in Official Record Book 3587, Page 212, Public Records of Lee County, Florida.

**Tax Status:** 2002 Ad Valorem Taxes are PAID IN FULL.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 113  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0820

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **THOMAS J. KEEFE, SR., a single man**, Owner, whose address is 4930 Mt. Vernon, Boulevard, Hamburg, NY 14075, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, THOMAS J. KEEFE, SR., Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Darlene F. Cook-Bandy  
1st WITNESS Signature

Thomas J. Keefe Sr.  
THOMAS J. KEEFE, SR., Grantor

Darlene F. Cook-Bandy  
Printed name of 1st Witness


Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

STATE OF Florida )  
  )  
COUNTY OF Lee            )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2002, by THOMAS J. KEEFE, JR., who is personally known to me or has produced Driver License (9704) as identification.  
(name of person acknowledged)  
(type of identification)

(SEAL)



Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Joseph Keith Gomez  
Signature of Notary Public  
Joseph Keith Gomez  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

Approved As To Form

By: \_\_\_\_\_  
Assistant County Attorney

**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

copy

**Division of County Lands**

**Ownership Only Search**

Search No. 22323

Date: November 20, 2002

Parcel: 119

Project: Cottage Point (CPMSBU)

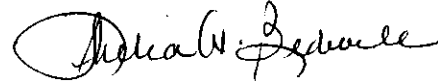
To: J. Keith Gomez

Property Acquisition Agent

STRAP: 02-46-23-02-0000G.0200

From: Shelia A. Bedwell, CLS

Real Estate Title Examiner



Effective Date: November 13, 2002, at 5:00 p.m.

**Subject Property:** Lots twenty (20) and twenty-one (21), Block G, of that certain subdivision known as Cottage Point, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 9, at Page 133, and according to the map or plat attached to and made a part of deed recorded in Deed Book 259, at Page 224, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Albert A. Grigat***

by that certain instrument dated April 12, 2002, recorded April 24, 2002, in Official Record Book 3630, Page 1549, Public Records of Lee County, Florida.

NOTE(1): Deed of Restrictions for Cottage Point, recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE(2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2440, Page 1677, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable.  
(The end user of this report is responsible for verifying tax and/or assessment information.)

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 119  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0200

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **ALBERT A. GRIGAT**, Owner, whose address is 521 E. Wilson Avenue, Lombard, IL 60148, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, ALBERT A. GRIGAT, Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Darlene F. Cook-Bandy  
1st WITNESS Signature

Darlene F. Cook-Bandy  
Printed name of 1st Witness

Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

Albert A. Grigat  
ALBERT A. GRIGAT, Grantor



STATE OF Florida )  
  )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2002, by  
ALBERT A. GRIGAT (9260), who is personally known to me or has  
(name of person acknowledged)  
produced FL. Driver License (9260) as identification.  
(type of identification)

(SEAL)



Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Joseph Keith Gomez  
Signature of Notary Public

Joseph Keith Gomez  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

COPY

Notary Public

Assistant County Attorney

**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

COPY

**Division of County Lands**

**Ownership Only Search**

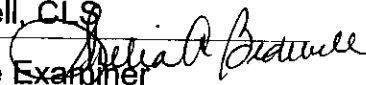
Search No. 22328

Date: November 15, 2002

Parcel: 124

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 02-46-23-02-0000G.0140

Effective Date: November 7, 2002, at 5:00 p.m.

**Subject Property:** Lot 14 in Block "G", in Cottage Point Subdivision, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 9 at Page 133, and according to that map or plat attached to that deed recorded in Deed Book 259 at Pages 222 and 223 of the Public Records of Lee County, Florida; the said map or plat being recorded in said Deed Book 259 at Pages 224, 225 and 226.

Title to the subject property is vested in the following:

**Robert Earl Norris and Lois M. Norris, husband and wife**

by that certain instrument dated May 23, 1996, recorded June 3, 1996, in Official Record Book 2711, Page 2999, Public Records of Lee County, Florida.

NOTE (1): Deed of Restrictions for Cottage Point recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2413, Page 1111, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL. Taxes for 2002 are now due and payable. *(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 124  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0140

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **ROBERT EARL NORRIS and LOIS M. NORRIS, husband and wife**, Owners, whose address is 16905 Windcrest Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Robert Earl Norris & Lois M. Norris, Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Mary L. Ballou  
1st WITNESS Signature

Robert Earl Norris  
ROBERT EARL NORRIS, Grantor

MARY L. BALLOU  
Printed name of 1st Witness

Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

Mary L. Ballou  
1st WITNESS Signature

Lois M. Norris  
LOIS M. NORRIS, Grantor

MARY L. BALLOU  
Printed name of 1st Witness

Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

STATE OF Florida )

COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2002, by Robert Earl Norris and Lois M. Norris, who are personally known to me or (name of persons acknowledged) have produced Driver License as identification. (type of identification)

(SEAL)



Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Joseph Keith Gomez  
Signature of Notary Public

Joseph Keith Gomez  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

Approved As to Form

By: \_\_\_\_\_  
Assistant County Attorney

**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

COPY!

**Division of County Lands**

**Ownership Only Search**

Search No. 22338

Date: November 20, 2002

Parcel: 135

Project: Cottage Point (CPMSU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner *Shelia A. Bedwell*

STRAP: 02-46-23-02-0000G.0030

Effective Date: November 12, 2002, at 5:00 p.m.

**Subject Property:** Lot 3, In Block "G" COTTAGE POINT SUBDIVISION, according to the map or plat thereof, recorded in Plat Book 9, at Page 133 of the Public Records of Lee County, Florida, and according to the map or plat attached to and made a part of Deed recorded in Deed Book 259, Page 224, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Carl E. Milligan and Clara F. Milligan, husband and wife**

by that certain instrument dated March 27, 1991, recorded April 4, 1991, in Official Record Book 2212, Page 2835, Public Records of Lee County, Florida.

NOTE (1): Deed of Restrictions for Cottage Point, recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2451, Page 455, Public Records of Lee County, Florida.

**Tax Status:** 2002 Ad Valorem Taxes are PAID IN FULL.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**



This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 135  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0030

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **CARL E. MILLIGAN and CLARA F. MILLIGAN, husband and wife, as an estate by the entireties**, Owners, whose address is 174 Pleasant Street, Oxford, ME 04270, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public water utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

Grant of Perpetual Public Utility Easement

Page 2

Project: Cottage Point MSBU

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Carl E. and Clara E. Milligan, Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Mary L. Ballou  
1st WITNESS Signature

MARY L. BALLOU  
Printed name of 1st Witness

Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

Carl Milligan  
CARL E. MILLIGAN, Grantor

Mary L. Ballou  
1st WITNESS Signature

MARY L. BALLOU  
Printed name of 1st Witness

Clara F. Milligan  
CLARA F. MILLIGAN, Grantor

Joseph Keith Gomez  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

STATE OF Florida )  
  )  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2002, by Carl E. Milligan and Clara F. Milligan, who are personally known to me or  
(name of persons acknowledged)  
have produced driver license as identification.  
(type of identification)

(SEAL)



Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Joseph Keith Gomez  
Signature of Notary Public

Joseph Keith Gomez  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

Approved as to form

By: \_\_\_\_\_  
Assistant County Attorney

**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

COPY

**Division of County Lands****Ownership and Easement Search**

Search No. 22325

Date: November 4, 2002

Parcel: 121

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS,  
Real Estate Title Examiner

STRAP: 02-46-23-02-0000G.0180

Effective Date: October 27, 2002, at 5:00 p.m.

**Subject Property:** Lot 18, Block G, COTTAGE POINT SUBDIVISION, according to the plat thereof recorded in Plat Book 9 at Page 133, in the Public Records of Lee County, Florida, and according to the map or plat attached to that deed recorded in Deed Book 259 at Pages 222 and 223 in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Paul Newcomb and Carmel Boudreau Newcomb, husband and wife**

by that certain instrument dated April 7, 1994, recorded April 11, 1994, in Official Record Book 2489, Page 285, Public Records of Lee County, Florida.

**Easements:**

1. Grant of Perpetual Sewer Easement to Lee County, recorded in Official record Book 2437, Page 2858, Public Records of Lee County, Florida.

NOTE (a): Covenants, conditions and restrictions contained in Deed of Restrictions recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE (b): Deed recorded August 31, 1964, in Official Record Book 264, Page 359, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (c): Deed recorded April 11, 1994, in Official Record Book 2489, Page 285, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (d): Mortgage executed by Paul Newcomb and Carmel Newcomb, husband and wife in favor of John F. Slavnik, Jr., Trustee of the John F. Slavnik, Jr. Trust dated March 22, 1994, dated April 7, 1994, recorded April 11, 1994, in Official Record Book 2489, Page 286, Public Records of Lee County, Florida.

## Division of County Lands

### Ownership and Easement Search

Search No. 22325

Date: November 4, 2002

Parcel: 121

Project: Cottage Point (CPMSBU)

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable.  
*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 121  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0180

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **PAUL NEWCOMB and CARMEL NEWCOMB**, husband and wife, Owners, whose address is 10081 Forest River Lane, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, PAUL NEWCOMB & CARMEL NEWCOMB Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

1st WITNESS Signature

Brent J. Boudreau, Sr.  
Printed name of 1st Witness

2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

Paul Newcomb  
PAUL NEWCOMB, Grantor



1st WITNESS Signature

*[Handwritten Signature]*

Brent J. Baudreau, Sr.

Printed name of 1st Witness

*[Handwritten Signature]*  
CARMEL NEWCOMB, Grantor

2nd WITNESS Signature

*[Handwritten Signature]*

Joseph Keith Gomez

Printed name of 2nd Witness

STATE OF Florida )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2002, by Paul Newcomb and Carmel Newcomb, who are personally known to me or have produced Drivers License as identification.

(SEAL)



Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

*[Handwritten Signature]*

Signature of Notary Public

Joseph Keith Gomez

(Name typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Approved As To Form

B.M.C.  
Assistant County Attorney

**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

(COTTAGE POINT)

**Division of County Lands****Ownership and Easement Search**

Search No. 22327

Date: November 5, 2002

Parcel: 123

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez

Property Acquisition Agent

STRAP: 02-46-23-02-0000G.0150

From: Shelia A. Bedwell, CLS

Real Estate Title Examiner



Effective Date: October 27, 2002, at 5:00 p.m.

**Subject Property:** Lot 15, Block G, of that certain subdivision known as COTTAGE POINT SUBDIVISION, according to the plat thereof on file and recorded in the office of the clerk of the Circuit Court of Lee County, Florida in Deed Book 259, pages 222 and 223.

Title to the subject property is vested in the following:

**Paul R. Newcomb and Carmel Newcomb, husband and wife**

by that certain instrument dated December 31, 1992, recorded January 7, 1993, in Official Record Book 2353, Page 7, as re-recorded in Official Record Book 2360, Page 2680, Public Records of Lee County, Florida.

**Easements:**

1. Grant of Perpetual Sewer Easement to Lee County, recorded in Official record Book 2420, Page 3817, Public Records of Lee County, Florida.
2. Covenants, conditions, restrictions and easement as contained in Deed of Restrictions recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE: Mortgage executed by Paul R. Newcomb and Carmel Newcomb, husband and wife to BancFlorida, by instrument dated December 31, 1992, recorded January 7, 1993, in Official Record Book 2353, Page 8; thereafter mortgage was assigned to Mortgage Electronic Registration Systems, Inc., as nominee for Wells Fargo Home Mortgage, Inc., by Assignment of Mortgage, recorded April 16, 2001, in Official Record Book 3395, Page 1508, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable.  
(The end user of this report is responsible for verifying tax and/or assessment information.)

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 123  
Project: Cottage Point MSBU  
STRAP No.: 02-46-23-02-0000G.0150

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **PAUL R. NEWCOMB and CARMEL NEWCOMB**, husband and wife, Owners, whose address is 10081 Forest River Lane, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF,** PAUL R. NEWCOMB, CARMEL NEWCOMB, Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

[Signature]  
1st WITNESS Signature

Brent J. Boudreau, Sr.

Printed name of 1st Witness

[Signature]  
2nd WITNESS Signature

Joseph Keith Gomez

Printed name of 2nd Witness

[Signature]  
PAUL R. NEWCOMB, Grantor

[Signature]  
1st WITNESS Signature

Brent J. Boudreau, Sr.  
Printed name of 1st Witness

[Signature]  
CARMEL NEWCOMB, Grantor

[Signature]  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

STATE OF Florida )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 2002, by Paul R. Newcomb and Carmel Newcomb, who are personally known to me or have produced Driver License as identification.

(SEAL)



Joseph Keith Gomez  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Signature of Notary Public  
Joseph Keith Gomez  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

Approved As To Form

By: \_\_\_\_\_  
Assistant County Attorney

**Exhibit "A"**  
(Cottage Point)

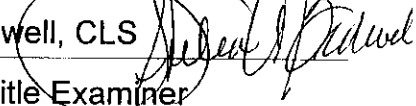
All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

COTTAGE POINT

**Division of County Lands**

**Ownership and Easement Search**  
Search No. 22317  
Date: November 1, 2002  
Parcel: 110  
Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 02-46-23-02-0000G.0790

Effective Date: October 27, 2002, at 5:00 p.m.

**Subject Property:** Lot 79, in Block "G" in Cottage Point subdivision, according to the plat thereof, in Plat Book 9 at Page 133; and according to that map or plat attached to that deed recorded in Deed Book 259 at Pages 222 and 233; the said map or plat being recorded in said Deed Book 259, at Pages 224, 225 and 226, all in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife**

by that certain instrument dated April 24, 2002, recorded May 2, 2002, in Official Record Book 3636, Page 1671, Public Records of Lee County, Florida.

**Easements:**

1. Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2414, Page 2209, Public Records of Lee County, Florida.

NOTE (a): Mortgage executed by Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife, in favor of Alan Wayne McKee, a single man, dated April 24, 2002, recorded May 2, 2002, in Official Record Book 3636, Page 1672, Public Records of Lee County, Florida.

NOTE (b): Covenants, conditions and restrictions contained in the Deed of Restrictions recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable.  
*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**



**Division of County Lands**

**Ownership and Easement Search**

Search No. 22349

Date: November 5, 2002

Parcel: 149

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner



STRAP: 02-46-23-02-0000G.0450

Effective Date: October 27, 2002, at 5:00 p.m.

**Subject Property:** Lot 45, Block G, in COTTAGE POINT SUBDIVISION, according to that map or plat attached to that Deed recorded in Deed Book 259, at Pages 222 and 223; the said map or plat being recorded in said Deed Book 259, at Pages 224, 225 and 226, all in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife**

by that certain instrument dated April 19, 2002, recorded May 9, 2002, in Official Record Book 3641, Page 4555, Public Records of Lee County, Florida.

**Easements:**

1. Grant of Perpetual Sewer Easement to Lee County, recorded in Official record Book 2412, Page 222, Public Records of Lee County, Florida.
2. Covenants, conditions, restrictions and easement as contained in Deed of Restrictions recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE (a): Deed recorded May 9, 2002, in Official Record Book 3641, Page 4555, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (b): Mortgage executed by Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife in favor of John S. Grim, as Trustee of the John S. Grim Trust dated April 10, 1997, dated April 19, 2002, recorded May 9, 2002, in Official Record Book 3641, Page 4556, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable. (The end user of this report is responsible for verifying tax and/or assessm ent information.)

**The Division of County Lands has made a diligent search of the Public Record. How ever, this report contains no guarantees nor warranty as to its accuracy.**

**Division of County Lands**

**Ownership and Easement Search**

Search No. 22352

Date: November 5, 2002

Parcel: 152

Project: Cottage Point (CPMSBU)

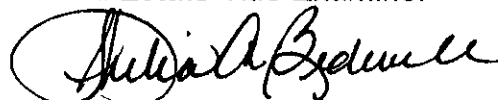
To: J. Keith Gomez

Property Acquisition Agent

STRAP: 02-46-23-02-0000G.0240

From: Shelia A. Bedwell, CLS

Real Estate Title Examiner



Effective Date: October 27, 2002, at 5:00 p.m.

**Subject Property:** Lot 24, Block G, COTTAGE POINT SUBDIVISION, according to that map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Deed Book 259, at Pages 222 and 223, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife**

by that certain instrument dated February 28, 2001, recorded March 8, 2001, in Official Record Book 3374, Page 516, Public Records of Lee County, Florida.

**Easements:**

1. Grant of Perpetual Sewer Easement to Lee County, recorded in Official record Book 2412, Page 222, Public Records of Lee County, Florida.
2. Covenants, conditions, easements and restrictions contained in Deed of Restrictions recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE (a): Deed recorded March 8, 2001, in Official Record Book 3374, Page 516, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (b): Mortgage executed by Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife, in favor of John S. Grim, Trustee of the John S. Grim Trust dated April 11, 1997, dated February 28, 2001, recorded March 8, 2001, in Official Record Book 3374, Page 517, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable. *(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

**Division of County Lands****Ownership and Easement Search**


Search No. 22353

Date: November 5, 2002

Parcel: 153

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 02-46-23-02-0000G.0250

Effective Date: October 27, 2002, at 5:00 p.m.

**Subject Property:** Lot 25, Block G, COTTAGE POINT SUBDIVISION, according to that map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Deed Book 259, at Pages 222 and 223, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife**

by that certain instrument dated February 28, 2001, recorded March 8, 2001, in Official Record Book 3374, Page 516, Public Records of Lee County, Florida.

**Easements:**

1. Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2413, Page 1103, Public Records of Lee County, Florida.
2. Covenants, conditions, easements and restrictions contained in Deed of Restrictions recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

NOTE (a): Deed recorded July 16, 1984, in Official Record Book 1736, Page 4490, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (b): Deed recorded March 8, 2001, in Official Record Book 3374, Page 516, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (c): Mortgage executed by Paul R. Newcomb and Carmel Boundreau-Newcomb, husband and wife in favor of John S. Grim, Trustee of the John S. Grim Trust dated April 10, 1997, dated February 28, 2001, recorded March 8, 2001, in Official Record Book 3374, Page 517, Public Records of Lee County, Florida.

**Ownership and Easement Search**

Search No. 22353

Date: November 5, 2002

Parcel: 153

Project: Cottage Point (CPMSBU)

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable.  
*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

**Division of County Lands****Ownership and Easement Search**


Search No. 22354

Date: November 5, 2002

Parcel: 154

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 02-46-23-02-0000G.0260

Effective Date: October 27, 2002, at 5:00 p.m.

**Subject Property:** Lot 26, Block G, COTTAGE POINT SUBDIVISION, according to that map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Deed Book 259, at Pages 222 and 223, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Paul R. Newcomb and Carmel Boudreau-Newcomb, husband and wife**

by that certain instrument dated February 28, 2001, recorded March 8, 2001, in Official Record Book 3374, Page 516, Public Records of Lee County, Florida.

**Easements:**

1. Covenants, conditions, easements and restrictions contained in Deed of Restrictions recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.
2. Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2413, Page 1031, Public Records of Lee County, Florida.

NOTE (a): Deed recorded March 8, 2001, in Official Record Book 3374, Page 516, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (b): Mortgage executed by Paul R. Newcomb and Carmel Boundreau-Newcomb, husband and wife in favor of John S. Grim, Trustee of the John S. Grim Trust dated April 10, 1997, dated February 28, 2001, recorded March 8, 2001, in Official Record Book 3374, Page 517, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL; 2002 taxes are now due and payable.  
(The end user of this report is responsible for verifying tax and/or assessment information.)

**The Division of County Lands has made a dilligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 110, 149, 152, 153 & 154  
Project: Cottage Point MSBU  
STRAP Nos.: 02-46-23-02-0000G.0790, .0450,  
.0240, .0250 & .0260

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**THIS SPACE FOR RECORDING**

**GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **PAUL R. NEWCOMB and CARMEL BOUDREAU-NEWCOMB**, husband and wife, Owners, whose address is 10081 Forest River Lane, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For and in consideration of the sum of Ten 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 perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to all public utility facilities constructed or placed hereunder will remain in the Grantee, Grantee's successors, appointees or assigns, or the public utility providing the service.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit "A", has good and lawful right and power to sell and convey the property, and that the said property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by Grantor in violation of Paragraph 3, herein, which result from the activities of the Grantee for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. Grantee will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Grantee while acting within the scope of the official's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. Grantee is hereby granted a reasonable right of access across Grantor's property for the purposes of reaching the easement described in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement will be restored by the Grantee or the particular utility providing service, to the condition in which it existed prior to the damage to the extent reasonably practicable. Grantee agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with the Postal Service operations.

9. By acceptance of this easement, the Grantee assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If Grantee fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF** PAUL R. NEWCOMB & CAMEL BOUDREAU-NEWCOMB, Grantor, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

[Signature]  
1st WITNESS Signature

Brent J. Boudreau, Sr.  
Printed name of 1st Witness

[Signature]  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

Paul R. Newcomb  
PAUL R. NEWCOMB, Grantor

[Signature]  
1st WITNESS Signature

[Signature]  
CARMEL BOUDREAU-NEWCOMB, Grantor

Brent J. Boudreau, Sr.  
Printed name of 1st Witness


[Signature]  
2nd WITNESS Signature

Joseph Keith Gomez  
Printed name of 2nd Witness

STATE OF Florida )  
                                  )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2002, by Bruce R. Newcomb and Carmel Boudreau-Newcomb, who are personally known to me or  
(name of persons acknowledged)  
have produced Driver License as identification.  
(type of identification)

(SEAL)

 **Joseph Keith Gomez**  
Commission # CC 924702  
Expires April 3, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Signature of Notary Public  
Joseph Keith Gomez  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

Approved As To Form

By: \_\_\_\_\_  
Assistant County Attorney



**Exhibit "A"**  
(Cottage Point)

All Roads and Roadways as shown on the Plat of COTTAGE POINT according to the map or plat thereof on file and recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida, and as shown on that certain map or plat attached to that certain Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, Public Records of Lee County, Florida.

Cottage Point