

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

Blue Sheet No. 20021404

1. REQUESTED MOTION:

ACTION REQUESTED: Accept Parcels 100, 103, 104, 108, 127, 128, 130, 132, 148 and 150, 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 property interests by Grant of Perpetual Public Waterline Utility Easement from the benefitted property owners.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 3

C6A

01-07-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

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*

TIME REQUIRED:

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 100 - Dorothy W. Canan | Parcel 103 & 104 - Henry T. and Dianne A. Ciesinski |
| Parcel 108 - Helen C. Grushon & Sandra K. Hurley, Trustees | Parcel 127 - Daniel J. and Margaret A. Conlan |
| Parcel 128 - Gary Ross & Patricia Ann Bonwell | Parcel 130 - Ann M. Dungan |
| Parcel 132 - Stephen D. & Carolyn Keene | Parcel 148 - John S. Grim, Trustee |
| Parcel 150 - Alma Windsheimer | |

The original documents are in the files of County Lands and will be recorded upon approval by the Board of County Commissioners. There remains 39 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 MST/BL	E County Attorney	F Budget Services <i>Umm 12/12</i>				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>12/10/02</i>	<i>12/11/02</i>	<i>12/10/02</i>	<i>12-10-02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/5/02*
Time: *3:04 PM*
Forwarded to:
City Admin.
12-9-02

RECEIVED BY
COUNTY ADMIN. *EW*
12-5-02
COUNTY ADMIN. *BL*
FORWARDED TO:
12/12/02

Division of County Lands

Ownership Only Search

Search No. 22307

Date: November 19, 2002

Parcel: 100

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.0670

Effective Date: November 8, 2002, at 5:00 p.m.

Subject Property: Lot 67, 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 Deed Book 259, Page 222.

Title to the subject property is vested in the following:

Mary Marcia Elliott, a married woman and Sandra Lenore Shugerts, a married woman; life estate reserve to Dorothy W. Canan

by that certain instrument dated December 27, 2001, recorded January 28, 2002, in Official Record Book 3567, Page 533, 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 2414, Page 2201, 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: 100
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0670

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 **DOROTHY W. CANAN, an unmarried widow and surviving spouse of Quentin S. Canan, a life tenant with full power and authority to sell, convey, mortgage, lease or otherwise manage and dispose of the property, in fee simple, with or without consideration, without joinder of the remaindermen, and with full power and authority to retain any and all proceeds generated thereby**, Owner, whose address is 13201 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

Division of County Lands

Ownership Only Search

Search No. 22310

Date: November 18, 2002

Parcel: 103

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez
Property Acquisition Agent

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

STRAP: 02-46-23-02-0000G.0700

Effective Date: November 8, 2002, at 5:00 p.m.

Subject Property: Lot 70, in Block "G", Cottage Point Subdivision, according to the map or plat thereof as recorded in Plat Book 9, Page 133, recorded in Deed Book 259, Pages 222, 223, 224, 225 and 226 in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Henry T. Ciesinski and Dianne A. Ciesinski

by that certain instrument dated February 6, 2002, recorded March 1, 2002, in Official Record Book 3587, Page 913, Public Records of Lee County, Florida.

NOTE (1): Deed recorded March 1, 2002, in Official Record Book 3587, Page 913, 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 (2): 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 (3): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2672, Page 1364, 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.

Division of County Lands

Ownership Only Search

Search No. 22311

Date: November 18, 2002

Parcel: 104

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.0710

Effective Date: November 8, 2002, at 5:00 p.m.

Subject Property: Lot 71, Block "G", in Cottage Point Subdivision, according to the map or plat thereof as recorded in Plat Book 9, Page 133 of the Public Records of Lee County, Florida, and according to the map or plat attached to and made part of Deed recorded in Deed Book 259, Page 224 in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Henry T. Ciesinski and Dianne A. Ciesinski, husband and wife

by that certain instrument dated February 4, 2002, recorded March 1, 2002, in Official Record Book 3587, Page 906, 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): Deed recorded March 10, 1977, in Official Record Book 1186, Page 2133, 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 (3): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2295, Page 3489, 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.

DURABLE
GENERAL POWER OF ATTORNEY
FOR
HENRY T. CIESINSKI

KNOW ALL MEN BY THESE PRESENTS, that I, HENRY T. CIESINSKI of the CITY of SOUTH MILWAUKEE, County of MILWAUKEE, State of WISCONSIN, do hereby make, constitute and appoint DIANNE A. CIESINSKI of the CITY of SOUTH MILWAUKEE, County of MILWAUKEE, State of WISCONSIN as my true and lawful attorney, for me and in my name, place and stead to:

1. Demand and sue for money, goods, etc., and give effective receipts, releases and discharges therefor.
2. Purchase, sell, mortgage and otherwise encumber personal property.
3. Purchase, sell, mortgage and otherwise encumber real property.
4. Manage, rent and lease real estate.
5. Invest and reinvest money or securities in my name or the name of a nominee or otherwise.
6. Sign and endorse checks, securities, commercial papers, or other instruments.

7. Open, maintain, manage, change or close accounts in my name or otherwise in any bank, brokerage firm, savings and loan or any other financial or other institution.
8. Purchase, carry, surrender, convert, borrow against or otherwise deal with insurance of any kind.
9. Lend and borrow money.
10. Have access to, remove from or deposit items in, any safe deposit box or boxes wherever located and to open or close any such box or boxes.
11. Commence, prosecute, defend or adjust claims and suits.
12. Enter into compromises and settlements.
13. Employ and dismiss attorneys, agents, custodians, assistants, servants, investment advisors or counsel, or other persons.
14. Vote in person or by proxy any stock, bonds or other obligations or securities or waive notice of any meeting or action and consent to the same in writing or otherwise.
15. Prepare or sign income tax returns, claims for refund or other forms and represent me before any taxing authority.
16. Represent and act for me before the Social Security Administration and any similar agency of a state or local government and collect all benefits due me.

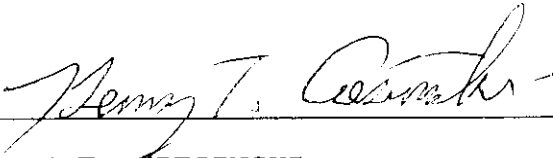
17. In general, do anything and everything in respect to all of my affairs that I myself might or could do if personally present, and manage and conduct my property, business and affairs in such manner as may be approved by my said attorney; hereby intending to give my said attorney the fullest power and authority, not intending in any way to limit such full, wide and general powers, but giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or desirable to be done, and in my name and behalf, and under seal or otherwise, to make, execute and deliver any and all such instruments in writing as my said attorney may approve, all as fully and to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

In the event DIANNE A. CIESINSKI is unable to act as my true and lawful attorney, I hereby constitute and appoint SALLY A. DOLLAR as my true and lawful attorney and to act for me in my name, place and stead.

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY OF THE PRINCIPAL.

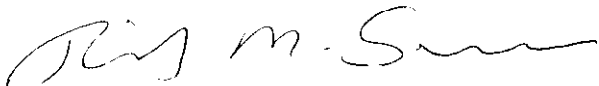
IN WITNESS WHEREOF, I have hereunto set my hand and seal this

30 day of June 1999.

 (SEAL)
HENRY T. CIESINSKI

STATE OF WISCONSIN
 ss
COUNTY OF MILWAUKEE

Personally came before me, this 30 day of
June, 1999, the above named, HENRY T. CIESINSKI known
to me to be the person who executed the foregoing instrument and
acknowledged the same.


Notary Public State of Wisconsin
My Commission is Permanent

Expires

Drafted by:
Attorney Richard M. Schauer
920 Milwaukee Avenue/P.O. Box 39
South Milwaukee, WI 53172-0039
(414) 762-3232



This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 103 & 104
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0700 & 0710

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 **HENRY T. CIESINSKI and DIANNE A. CIESINSKI, husband and wife**, Owners, whose address is P.O. Box 2986, Fort Myers Beach, FL 33932, 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, Henry T. Ciesinski & Dianne A. Ciesinski, 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

Josep Keith Gomez
2nd WITNESS Signature

Josep Keith Gomez

Printed name of 2nd Witness

James Ciesinski
attorney in fact for
HENRY T. CIESINSKI, Grantor

Darlene F. Cook-Bandy
1st WITNESS Signature

Dianne A. Ciesinski
DIANNE A. CIESINSKI, 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 17th day of November, 2002, by Dianne A. Ciesinski, individually and as Attorney-In-Fact, who are personally known to me or (name of persons acknowledged)
have produced FLA Driver License (7960) as identification. (type of identification)

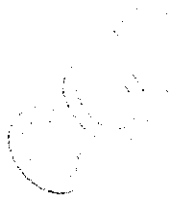
Joseph Keith Gomez
Signature of Notary Public

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

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

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. 22315

Date: November 18, 2002

Parcel: 108

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez
Property Acquisition Agent

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

STRAP: 02-46-23-02-0000G.0770

Effective Date: November 8, 2002, at 5:00 p.m.

Subject Property: Lot Seventy-seven (77) in Block "G", in Cottage Point Subdivision, according to the map or plat attached to that deed recorded in Deed Book 259, Pages 222 and 223 of the Public Records of Lee County, Florida, the said map or plat being recorded in Deed Book 259 at Pages 224, 225 and 226, Public Records of Lee County Florida; also plat being recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Helen C. Grushon and Sandra K. Hurley, Trustees of the Helen C. Grushon Living Trust dated September 15, 1994

by that certain instrument dated September 15, 1994, recorded January 10, 1995, in Official Record Book 2566, Page 1665, 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 2414, Page 2205, 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: 108
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0770

SAME NAME AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, a Notary Public, this date appeared SANDRA S. HURLEY, Affiant, to me well known, who being by me first duly sworn upon oath, deposes and says as follows:

1. That Affiant is a Trustee of the HELEN C. GRUSHON LIVING TRUST, DATED SEPTEMBER 15, 1994 and said Trust owns the following described property:


Lot Seventy-seven (77) in Block "G" in COTTAGE POINT SUBDIVISION, according to the map or plat attached to that deed recorded in Deed Book 259, Pages 222 and 223 of the Public Records of Lee County, Florida, the said map or plat being recorded in Deed Book 259, at Pages 224, 225 and 226, Public Records of Lee County, Florida; also, plat being recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida.

Together with that certain 25 foot 1957 Rollo Cub house trailer, Serial number 9025.

2. That Affiant is one and the same as SANDRA K. HURLEY, Trustee, as referenced in that deed dated September 15, 1994 and recorded in Deed Book 2566, Page 1665, Public Records of Lee County, Florida.

Under Penalties of perjury, the undersigned Affiant declares that she has examined this Affidavit and the facts herein are true, correct and complete.

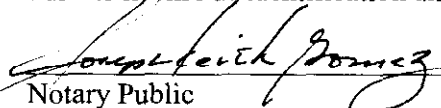
FURTHER AFFIANT SAYETH NOT:


SANDRA S. HURLEY
SS Number 296-38-7261

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO and subscribed before me this 8th day of November, 2002, by Sandra S. Hurley, who is personally known to me or has produced a driver license as identification and who did take an oath.

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


Notary Public
My Commission Expires: 4-03-04

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 108
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0770

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 **HELEN C. GRUSHON AND SANDRA K. HURLEY, (a/k/a Sandra S. Hurley), Trustees of the Helen C. Grushon Living Trust Dated September 15, 1994**, Owner, whose address is 6414 Elbrook Ave, Cincinnati, OH 45237, 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, Helen C. Grushon, Grantor, has caused this document to be signed on the date first above written. SANDRA K. HURLEY

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

Darlene F. Cook
1st WITNESS Signature

Helen C. Grushon
HELEN C. GRUSHON, Trustee, Grantor

Darlene F. COOK
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Darlene F. Cook
1st WITNESS Signature

Darlene F. Cook
Printed name of 1st Witness

Sandra K. Hurley
SANDRA K. HURLEY, (a/k/a Sandra S. Hurley),
Trustee, Grantor

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

STATE OF Florida)
)
COUNTY OF Lee)

(Circular Notary Seal)

The foregoing instrument was acknowledged before me this 14th day of November, 20 02, by
Sandra K. Hurley, aka Sandra S. Hurley and Helen C. Grushon, who are personally known to
(name of persons acknowledged) Helen C. Grushon
~~me or~~ 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)

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 Only Search

Search No. 22330

Date: November 26, 2002

Parcel: 127

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.0110

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

Subject Property: Lot 11, Block G, Cottage Point, Resubdivision of Block G, as recorded in Deed Book 259, Page 224, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

~~Daniel J. Conlan and Margaret A. Conlan, husband and wife~~

by that certain instrument dated October 18, 1990, recorded October 31, 1990, in Official Record Book 2184, Page 310, 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, 2414, Page 1071, Public Records of Lee County, Florida.

Note (3): Mortgage executed by Daniel J. Conlan and Margaret A. Conlan, husband and wife to Community Mortgage Corporation, by instrument dated April 14, 1994, recorded April 20, 1994, in Official Record Book 2492, Page 616, as re-recorded in Official Record Book 2865, Page 1, thereafter mortgage was assigned to Resource Bancshares Mortgage Group, Inc., by Assignment of Mortgage, recorded July 13, 1994, in Official Record Book 2518, Page 2991, and further assigned to Norwest Mortgage, Inc., by instrument recorded April 11, 1995, in Official Record Book 2591, Page 908 and further assigned to GMAC Mortgage Corporation, formerly known as GMAC Mortgage Corporation of Pennsylvania by instrument recorded January 13, 1997 in Official Record Book 2781, Page 469, 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: 127
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0110

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 **DANIEL J. CONLAN and MARGARET A. CONLAN, husband and wife**, Owners, whose address is 16881 Windcrest Drive, Fort Myers, FL 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.

DANIEL J. CONLAN
IN WITNESS WHEREOF, *MARGARET A. CONLAN*, 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

Daniel J. Conlan
DANIEL J. CONLAN, Grantor

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

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Darlene F. Cook-Bandy
1st WITNESS Signature

Margaret A Conlan
MARGARET A. CONLAN, 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)

COPY

The foregoing instrument was acknowledged before me this 19th day of November, 2002, by DANIEL J. and MARGARET A. CONLAN, who are personally known to me or (name of persons acknowledged)
have produced Drivers Licenses (4610) DJG as identification. (type of identification) (6110) MGC



(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)

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. 22331

Date: November 19, 2002

Parcel: 128

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.0100

Effective Date: November 8, 2002, at 5:00 p.m.

Subject Property:

Lot 10, Block G, Cottage Point Subdivision, according to the map or plat thereof as recorded in Deed Book 259, Page 224, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Gary Ross Bonwell and Patricia Ann Bonwell, husband and wife

by those certain instruments recorded April 13, 2001, in Official Record Book 3394, Pages 3473, 3474 and 3475, 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 2336, Page 3939, 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: 128
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0100

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 **GARY ROSS BONWELL and PATRICIA ANN BONWELL, husband and wife**, Owners, whose address is 16865 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, GARY ROSS BONWELL and PATRICIA ANN BONWELL, 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

GARY ROSS BONWELL
GARY ROSS BONWELL, Grantor

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

[Signature]
PATRICIA ANN BONWELL, Grantor

STATE OF Florida)
COUNTY OF Lee)

COPIED

The foregoing instrument was acknowledged before me this 19th day of November, 2002, by GARY ROSS BONWELL and PATRICIA ANN BONWELL, who are personally known to me or (name of persons acknowledged)
have produced Drivers Licenses (type of identification) (0550) GB as identification. (6820) PAB

[Signature]
Signature of Notary Public

(SEAL)



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

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

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 (Revised)


Search No. 22333

Date: November 27, 2002

Parcel: 130

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez
Property Acquisition Agent

From: Shelia A. Bedwell, C.L.S.
Real Estate Title Examiner 

STRAP: 02-46-23-02-0000G.0080

Effective Date: November 18, 2002, at 5:00 p.m.

Subject Property: Lot 8, Block "G", Cottage Point Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 133, and Deed Book 259, Pages 222 through 226, inclusive, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Ann M. Dungan

by that certain instrument dated August 15, 2002, recorded August 30, 2002, in Official Record Book 3717, Page 3020, 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 1099, Public Records of Lee County, Florida.

NOTE (3): McGregor II Sewer Assessment fees are delinquent; amount due through December 31, 2002 is \$1,480.31.

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: 130
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0080

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 **ANN M. DUNGAN**, Owner, whose address is 16857 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, Ann M. Dungan, Grantor, has caused this document to be signed on the date first above written.

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

Clyde W. Dubeansky
1st WITNESS Signature

Ann M. Dungan
ANN M. DUNGAN, Grantor

Clyde w. Dubeansky
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 22ND day of November, 2002, by ANN. M. DUNGAN, who is personally known to me or has produced Driver License (879-0) 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

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 and Easement Search

Search No. 22335

Date: November 7, 2002

Parcel: 132

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.0060

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

Subject Property: Lot 6 in Block "G" 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:

Stephen D. Keene and Carolyn Keene, husband and wife.

by that certain instrument dated December 30, 1994, recorded December 30, 1994, in Official Record Book 2564, Page 158, 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 2413, Page 1119, Public Records of Lee County, Florida.

NOTE(a): Mortgage executed by Stephen D. Keene and Carolyn Keene in favor of First Federal Savings and Loan Association of Ft. Myers, dated August 22, 1984, recorded August 27, 1984, in Official Record Book 1743, Page 1546, Public Records of Lee County, Florida.

NOTE(b): Judgment against Silvana Keene and Stephen Keene, recorded August 25, 1998 in Official Record Book 3004, Page 645, as re-recorded November 10, 1998 in Official Record Book 3035, Page 1757, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Division of County Lands

Ownership and Easement Search

Search No. 22335

Date: November 8, 2002

Parcel: 132

Project: Cottage Point (CPMSBU)

NOTE(c): Judgment against Silvana Keene and Stephen Keene, recorded September 21, 1998 in Official Record Book 3014, Page 3792, as re-recorded October 2, 1998 in Official Record Book 3019, Page 1940 and re-recorded December 11, 1998 in Official Record Book 3049, Page 993, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE(d): Code Enforcement Order, recorded in Official Record Book 3527, Page 2920, 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.)

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 132
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0060

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 **STEPHEN D. KEENE and CAROLYN KEENE, husband and wife**, Owners, whose address is 1603 N. Fountainhead Road, Fort Myers, FL 33919, 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, STEPHEN D. and Carolyn Keene, 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


STEPHEN D. KEENE, Grantor

DENNIS M. MASON

Printed name of 1st Witness



2nd WITNESS Signature

Joseph Keith Gomez

Printed name of 2nd Witness

D.M. Mason
1st WITNESS Signature

DENNIS M. MASON
Printed name of 1st Witness

Carolyn Keene
CAROLYN KEENE, 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 26 day of November, 2002, by Stephen D. Keene and Carolyn Keene, who are personally known to me or
(name of persons acknowledged) (7140)
have produced Drivers Licenses as identification.
(type of identification) (3890)

Joseph Keith Gomez
Signature of Notary Public

(SEAL)

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



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

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. 22348

Date: November 26, 2002

Parcel: 148

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.0440

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

Subject Property: Lot 44, Block "G", Cottage Point Subdivision, according to the map or plat thereof recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

John S. Grim, Trustee of the John S. Grim Trust dated April 10, 1997

by that certain instrument dated April 10, 1997, recorded June 3, 1997, in Official Record Book 2830, Page 1250, 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 1047, 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: 148
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0440

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 **JOHN S. GRIM, TRUSTEE of JOHN S. GRIM TRUST DTD 4-10-97**, Owner, whose address is 16880 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, JOHN S. GRIM, 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

JOHN S. GRIM
JOHN S. GRIM, Grantor
Individually and as Trustee

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 19th day of November, 2002, by
John S. Grim, who is personally known to me or has
 (name of person acknowledged)
produced FLA Driver License (0980) 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

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

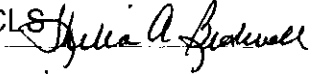
Search No. 22350

Date: December 2, 2002

Parcel: 150

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.0220

Effective Date: November 18, 2002, at 5:00 p.m.

Subject Property: Lot 22, Block "G", according to the plat attached to and made a part of Deed recorded in Deed Book 259, at Page 224, Public Records of Lee County, Florida, being a division of Block G, of that certain subdivision known as Cottage Point, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 9, Page 133.

Title to the subject property is vested in the following:

Alma Windsheimer

by that certain instrument dated August 1, 1995, recorded August 2, 1995, in Official Record Book 2622, Page 1488, 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 2412, Page 226, Public Records of Lee County, Florida.

NOTE (3): Deed recorded August 2, 1995 in Official Record Book 2622, Page 1488, 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 (4): McGregor II Sewer Assessment due in the amount of \$1,690.64, through December 31, 2002.

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: 150
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0220

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 **ALMA WINDSHEIMER**, Owner, whose address is 16920 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, ALMA WINDSHEIMER, 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

Alma Windsheimer
ALMA WINDSHEIMER, 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 22ND day of November, 2002, by
Alma E Windheimer, who is personally known to me or has
 (name of person acknowledged)
produced Driver License (6770) 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

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