

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

Blue Sheet No. 20021465

1. REQUESTED MOTION:

ACTION REQUESTED: Accept Parcels 106, 109, 115, 118, 122, 129, 131, 133, 140 and 143, 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
COMMISSION DISTRICT #: 3

C6L

3. MEETING DATE:
01-07-2003

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

Krauf

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 106 - Patrick W. and Eva R. Tedesco
- Parcel 109 - Garlin and Nadine Moser
- Parcel 115 & 118 - Paul Raymond Newcomb and Carmel Boudreau Newcomb
- Parcel 122 - Louise L. Hines and Bette Sullinger
- Parcel 129 - Gary R. Bonwell and Patricia Ann Bonwell
- Parcel 131 - David R. Silcox
- Parcel 133 - Steven E. Dell
- Parcel 140 - Dwight I. and Natalie F. Reed
- Parcel 143 - Ruth E. Gillis

The original documents are in the files of County Lands and will be recorded upon approval by the Board of County Commissioners. There remains 29 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/BLU | E County Attorney | F Budget Services | | | | G County Manager |
|-----------------------------|---------------------------------|-------------------------|-----------------------|-----------------------------|----------------------|-----------------|-----------------|-----------------|---------------------|
| | | | | | OA | OM | RISK | GC | |
| <i>K. Forsyth</i> | <i>m/a</i> | <i>m/a</i> | <i>12/18/02</i> | <i>John V. ... 12-18-02</i> | <i>P.M. 12/19/02</i> | <i>12/23/02</i> | <i>12/29/02</i> | <i>12/29/02</i> | <i>[Signature]</i> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/18/02*
Time: *2:57 PM*
Forwarded To:
CO. ADM. 12/20/02 9 AM

RECEIVED BY
COUNTY ADMIN. *[Signature]*
12-26-02
9:10
COUNTY ADMIN.
FORWARDED TO: *[Signature]*
12/23/02

Division of County Lands

Ownership Only Search

Search No. 22313

Date: December 2, 2002

Parcel: 106

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.0730

Effective Date: November 21, 2002, at 5:00 p.m.

Subject Property: Lots 73 and 74, Block "G", Cottage Point Subdivision, a subdivision according to the plat thereof, as recorded in Plat Book 9, Page 133, and also Deed Book 259, Page 222, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Patrick W. Tedesco, also known as Patrick Tedesco and Eva R. Tedesco, also known as Eva Tedesco, husband and wife

by that certain instrument dated February 23, 1987, recorded March 11, 1987, in Official Record Book 1903, Page 480 and that certain instrument dated February 22, 1993, recorded February 23, 1993 in Official Record Book 2363, Page 3222, 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 2339, Page 4600, 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: 106
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0730

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 **PATRICK W. TEDESCO (a/k/a PATRICK TEDESCO), and EVA R. TEDESCO (a/k/a EVA TEDESCO), husband and wife**, Owners, whose address is 13141 Point Breeze 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.

IN WITNESS WHEREOF, PATRICK W. TEDESCO & EVA R. TEDESCO, 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

Patrick W. Tedesco
PATRICK W. TEDESCO,
a/k/a PATRICK TEDESCO, Grantor

Darlene F. Cook-Bandy
1st WITNESS Signature

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

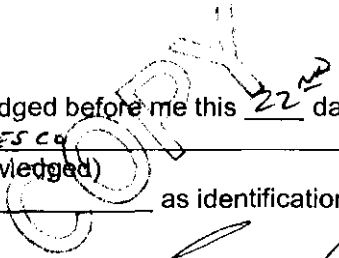
Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Eva R. Tedesco
EVA R. TEDESCO,
a/k/a EVA TEDESCO, Grantor

STATE OF Florida)
))
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 22nd day of November, 2002, by Parrick W. and Eva R. Tedesco, who are personally known to me or
(names of persons acknowledged)
have produced Drivers Licenses 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.

COPY

Division of County Lands

Ownership and Easement Search

Search No. 22316

Date: November 6, 2002

Parcel: 109

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.0780

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

Subject Property: Lot 78, Block G, Cottage Point Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 133 and according to the map or plat attached to that Deed recorded in Deed Book 259, at Pages 222 and 223, 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:

Garlin Moser and Nadine Moser, husband and wife.

by that certain instrument dated November 5, 1993, recorded November 23, 1993, in Official Record Book 2445, Page 2276, Public Records of Lee County, Florida.

Easements:

1. Covenants, conditions, restrictions and easements 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 2412, Page 234, 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: 109
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0780

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 ^{25th} day of Nov., 2002, by and between **GARLIN MOSER and NADINE MOSER, husband and wife**, Owners, whose address is Post Office Box 66, Madisonville, TN 37354, 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, Garlin Moser, Grantor, has caused this document to be signed on the date first above written.

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

Misty Brannon
1st WITNESS Signature

Garlin Moser
GARLIN MOSER, Grantor

Misty Brannon
Printed name of 1st Witness

E. Frances Wilkins
2nd WITNESS Signature

E. Frances Wilkins
Printed name of 2nd Witness

Misty Brannon
1st WITNESS Signature

Nadine Moser
NADINE MOSER, Grantor

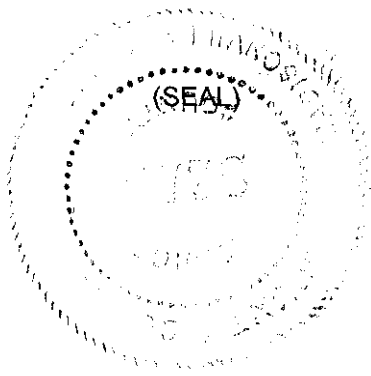
Misty Brannon
Printed name of 1st Witness

Brenda Lawson
2nd WITNESS Signature

BRENDA LAWSON
Printed name of 2nd Witness

STATE OF TN)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 25 day of NOVEMBER, 2002, by GARLIN MOSER & NADINE MOSER, who are personally known to me or (name of persons acknowledged)
have produced PERSONALLY KNOWN TO ME as identification. (type of identification)



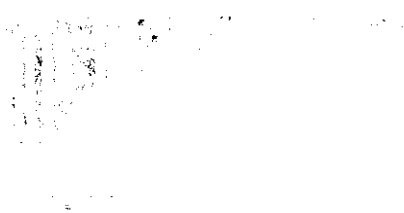
Phyllis D. Tilley, DC
Signature of Notary Public 8/31/06

Phyllis D. Tilley, DC
(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 and Easement Search

Search No. 22322

Date: November 1, 2002

Parcel: 115

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez
Property Acquisition Agent

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

STRAP: 02-46-23-01-0000H.0030

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

Subject Property: The West 100 feet of Lot 3, Block H, of that certain subdivision known as COTTAGE POINT SUBDIVISION, according to the plat or map thereof recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida in Plat Book 5, at Page 133 and according to the map or plat attached to that certain deed recorded in Deed Book 259, Page 222 and 223, Public Records of Lee County, Florida, the said map or plat being recorded in Deed Book 259, Page 224, 225, and 226.

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 October 31, 1997, recorded November 5, 1997, in Official Record Book 2885, Page 2454, Public Records of Lee County, Florida.

Easements:

1. Grant of Perpetual Sewer Easement to Lee County, recorded in Official record Book 2413, Page 1067, Public Records of Lee County, Florida.

NOTE (a): Mortgage executed by Paul R. Newcomb and Carmel Boudreau Newcomb, husband and wife in favor of Banker C. Beach, Jr. and Mariann Beach, husband and wife, dated October 31, 1997, recorded November 5, 1997, in Official Record Book 2885, Page 2456, Public Records of Lee County, Florida.

NOTE (b): Mortgage executed by Paul R. Newcomb and Carmel Boudreau Newcomb, husband and wife, in favor of Banker C. Beach, Jr. and Mariann Beach, husband and wife, dated October 31, 1997, recorded November 5, 1997, in Official Record Book 2885, Page 2459, Public Records of Lee County, Florida.

NOTE (c): 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.

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.)

Division of County Lands

Ownership and Easement Search

Search No. 22322

Date: November 1, 2002

Parcel: 115

Project: Cottage Point (CPMSBU)

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

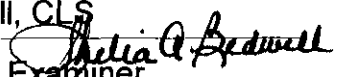
Search No. 22374

Date: December 2, 2002

Parcel: 118

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez
Property Acquisition Agent

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

STRAP: 02-46-23-01-0000H.0010

Effective Date: November 20, 2002, at 5:00 p.m.

Subject Property: Beginning 100 feet East of the Southwest corner of Lot 1, of Block "H", Cottage Point Subdivision, as recorded in Plat Book 9, Page 13, Public Records of Lee County, Florida; thence North 0 degrees 55'40" West to the North line of said lot; thence Northwesterly along said lot line to the West line of said lot; thence East 100 feet to the Point of Beginning.

Title to the subject property is vested in the following:

Paul Raymond Newcomb and Carmel Boudreau Newcomb, husband and wife

by that certain instrument dated October 26, 1999, recorded November 2, 1999, in Official Record Book 3184, Page 663, 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 Public Utility Easement to Lee County, recorded in Official Record Book 2304, Page 4633, Public Records of Lee County, Florida.

NOTE (3): Mortgage executed by Paul Raymond Newcomb and Carmel Boudreau Newcomb, husband and wife in favor of John C. Altoonian, Jr., dated October 26, 1999, recorded November 2, 1999, in Official Record Book 3184, Page 665, Public Records of Lee County, Florida.

Tax Status: 2001 Ad Valorem Taxes are PAID IN FULL. 2002 Taxes are being paid in installments. (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: 115, 118
Project: Cottage Point MSBU
STRAP No.: 02-46-23-01-0000H.0030 & .0010

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, (a/k/a PAUL RAYMOND 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 & Carmel Newcomb Grantor, has caused this document to be signed on the date first above written. Boudreau

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

Josepha Keith Gomez
Printed name of 2nd Witness

Paul R. Newcomb
PAUL R. NEWCOMB, (a/k/a PAUL RAYMOND. NEWCOMB), Grantor

1st WITNESS Signature

Brent J. Boudreau, Sr.

Brent J. Boudreau, Sr.

Printed name of 1st Witness

2nd WITNESS Signature

Joseph Keith Gomez

Printed name of 2nd Witness

Carmel Boudreau Newcomb
CARMEL BOUDREAU NEWSOMB, Grantor

STATE OF Florida)

COUNTY OF LEE)

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

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. 22326

Date: November 20, 2002

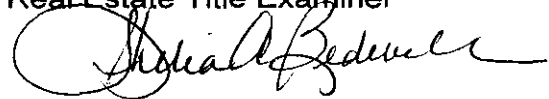
Parcel: 122

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.0160

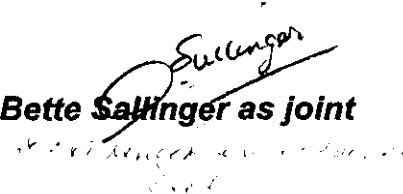


Effective Date: November 13, 2002, at 5:00 p.m.

Subject Property: Lots 16 and 17, in Block "G" in 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, 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:

Louise L. Hines, as to a life estate; remainder to Louise L. Hines and Bette Sullinger as joint tenants with full rights of survivorship.



by that certain instrument dated June 11, 1998, recorded June 17, 1998, in Official Record Book 2973, Page 4038, 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 218, 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.

66.0910

Return To: North American Title Insurance Agency, Inc. 11595 Kelly Road Fort Myers, FL 33908

Documentary Tax Pd. \$.10 Intangible Tax Pd. CHARLIE GREEN, CLERK, LEE COUNTY By Cindy Kalkan Deputy Clerk

This Instrument Prepared By: R. Scott Barker, Attorney 12699 New Brittany Blvd. Fort Myers, FL 33907

RECORDED BY CINDY KELLER, D.C.

Strap Number: 02-46-23-02-0000G.0160 and 02-46-23-02-0000G.0170 File Number: QC9842

4411367

OR 2973 Pdf 038

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 11 day of June, 1998 BETWEEN

LOUISE L. HINES, THE UNREMARKED SURVIVING SPOUSE OF BERNARD JAMES HINES, DECEASED of 16921 WINDCREST DRIVE, FT. MYERS, FL 33908 first party, to

LOUISE L. HINES, AS TO A LIFE ESTATE, WITH THE REMAINDER TO LOUISE L. HINES and BETTE SULLINGER, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP of 16921 WINDCREST DRIVE, FT. MYERS, FL 33908 second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the second party forever, all the right, title interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee, State of Florida, to wit:

LOTS 16 AND 17, IN BLOCK "G" IN 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.

THIS DOCUMENT PREPARED AT THE REQUEST OF THE FIRST PARTY WITH DESCRIPTION OF PROPERTY PROVIDED BY THE FIRST PARTY AND PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

TWO SEPARATE WITNESSES REQUIRED

Adelaide W. Kirchner ADELAIDE W. KIRCHNER

Louise L. Hines LOUISE L. HINES

Kathryn Claprod KATHRYN CLAPROD

COUNTY OF LEE STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 11 day of June, 1998 by LOUISE L. HINES, who is personally known to me, or who has produced as identification.

Personally known to me provided identification as indicated above

EXPIRATION DATE

SERIAL NUMBER (SEAL)

Sunny L. Lyon NOTARY PUBLIC SIGNATURE

Sunny L. Lyon NOTARY NAME TYPED-PRINTED OR STAMPED

NOTARY PUBLIC SUNNY L. LYON My Commission CC400840 Expires Jul. 14, 1999 Bonded by ANB 800-832-8878

98 JUN 17 PM 12:58 CHARLIE GREEN, CLERK LEE COUNTY, FL

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 122
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0160

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 **LOUISE L. HINES and BETTE SULLINGER**, Owners, whose address is 16921 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, Louise L. Hines and Bette Sullinger, Grantor, has caused this document to be signed on the date first above written.

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

Paul R. Newcomb
1st WITNESS Signature

Louise Hines
LOUISE L. HINES, Grantor

Paul R. Newcomb
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 6th day of December, 2002, by
Louise L. Hines
(name of person acknowledged), who is personally known to me or has
produced Driver License (6543) as identification.
(type of identification)



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)

Mark Fulbright
1st WITNESS Signature
MARK FULBRIGHT
Printed name of 1st Witness

Bette Sullinger
BETTE SULLINGER, 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 10th day of December, 2002, by
Bette Sullinger
(name of person acknowledged), who is personally known to me or has
produced Driver License (9553) 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.

COPY

Division of County Lands

Ownership Only Search

Search No. 22332

Date: November 19, 2002

Parcel: 129

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.0090

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

Subject Property: Lot 9, Block G, Cottage Point Subdivision, a subdivision according to the plat thereof recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida and 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 thereof recorded in said Deed Book 259 at Pages 224, 225 and 226.

Title to the subject property is vested in the following:

Gary Bonwell and Patricia Bonwell

by that certain instrument dated January 2, 1996, recorded February 20, 1996, in Official Record Book 2678, Page 455, Public Records of Lee County, Florida.

NOTE (1): Deed recorded February 20, 1996, in Official Record Book 2678, Page 455, 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.

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 2413, Page 1115, Public Records of Lee County, Florida.

NOTE (4): Mortgage executed by Gary R. Bonwell, a married man in favor of Nationsbank of Florida, N.A., dated January 2, 1996, recorded February 20, 1996, in Official Record Book 2678, Page 457, Public Records of Lee County, Florida.

NOTE (5): Mortgage executed by Gary R. Bonwell and Patricia Bonwell, married to each other, in favor of Bank of America, N.A., dated November 1, 2000, recorded December 13, 2000, in Official Record Book 3338, Page 2607, Public Records of Lee County, Florida.

Division of County Lands

Ownership Only Search

Search No. 22332

Date: November 19, 2002

Parcel: 129

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: 129
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0090

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 R. BONWELL, (a/k/a GARY BONWELL), and PATRICIA BONWELL, (a/k/a 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 R. BONWELL and PATRICIA 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 R. BONWELL, (a/k/a GARY BONWELL), Grantor

Darlene F. Cook-Bandy
1st WITNESS Signature

[Signature]
PATRICIA BONWELL,
(a/k/a PATRICIA ANN BONWELL), Grantor

Darlene F. Cook-Bandy
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 19th day of November, 2002, by
CARY R. BONWELL PATRICIA BONWELL
(0550) (name of persons acknowledged) (6820)
who are personally known to me or have produced Drivers Licenses as identification.
(type of identification)

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

(SEAL)



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.

COPIED

Division of County Lands

Ownership Only Search

Search No. 22334

Date: November 25, 2002

Parcel: 131

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.0070

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

Subject Property: Lot 7 in Block "G", in Cottage Point Subdivision, according to the plat thereof on file in the office of the Clerk of the Circuit Court recorded in Plat Book 9, Page 133 and Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

David R. Silcox

by that certain instrument dated January 22, 1999, recorded February 1, 1999, in Official Record Book 3070, Page 1054, 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 1067, Public Records of Lee County, Florida.

NOTE (3): Mortgage executed by David R. Silcox, a single man to Alliance Funding Company, Division of Superior Bank FSB, by instrument dated January 25, 1999, recorded February 1, 1999, in Official Record Book 3070, Page 1055; thereafter mortgage was assigned to LaSalle National Bank, as Trustee for APC Mortgage, Loan Asset Backed Certificate Series 1999-1, under the Pooling and Servicing Agreement, dated as of March 1, 1999, by Assignment of Mortgage, recorded August 21, 2000, in Official Record Book 3294, Page 746, Public Records of Lee County, Florida.

NOTE (4): Order Imposing Fine/Lien, recorded in Official Record Book 3199, Page 2741, 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.

1950R

INSTR # 4774704
OR BK 03199 PG 2741
RECORDED 12/15/99 08:58 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DEPUTY CLERK B Cruz

PARCEL #: 02-46-23-02-0000G. 0070

THIS SPACE FOR RECORDING

BEFORE THE HEARING EXAMINER OF
LEE COUNTY, FLORIDA

LEE COUNTY, FLORIDA
Petitioner,
vs.
DAVID R. SILCOX
Respondent

CASE NO.: 99-279

ORDER IMPOSING FINE/LIEN

THIS CASE was first heard by the undersigned Lee County Hearing Examiner at a public hearing on October 4, 1999, after which an Order was entered which found that a violation existed on the subject property and required the Respondent, DAVID R. SILCOX, as the responsible person or entity, to complete certain actions that would abate the violation by a date certain or face the imposition of a specified fine.

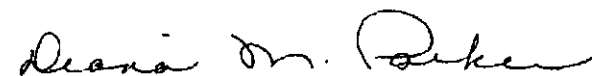
On, December 2, 1999, the Hearing Examiner received competent evidence that the violation had not been abated in accord with the above Order, and therefore finds and decides:

1. That the above-noted Order has not been complied with, and
2. That the violation of a shed without permits still exists on the subject property.

It is ORDERED that Respondent pay to Lee County, Florida, a fine of **\$50.00 per day**, beginning on December 1, 1999, and continuing for each and every day that the aforesaid violation exists and continues on the property located, as reported by the Petitioner, at 16849 Windcrest Drive.

Upon recording in the public records, this Order shall constitute a lien against all real and personal property of Respondent, including but not limited to the property described on the attached exhibit, and subsequent foreclosure of such lien may result in the loss of such property.

DONE AND ORDERED at 1500 Monroe Street, Second Floor, Fort Myers, Lee County, Florida on December 2, 1999.

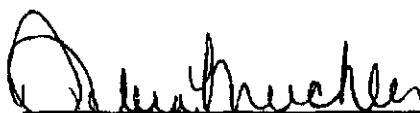


DIANA M. PARKER
Hearing Examiner
Lee County, Florida

APPEAL: An aggrieved party may appeal an Order of the Hearing Examiner of Lee County to the Circuit Court. The appeal shall be limited to appellate review of the record created before the Hearing Examiner. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

CERTIFICATE OF SERVICE

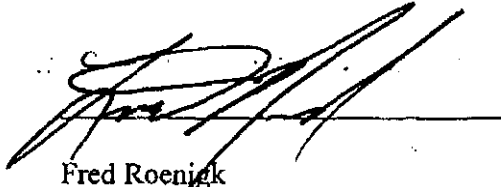
I hereby certify that a copy of the foregoing has been sent by U.S. Mail to David R. Silcox, 16849 Windcrest Dr., Ft. Myers, FL 33908, and by interoffice mail or hand delivery to Lee County Development Services Division (Code Enforcement) and the Lee County Attorney's Office, on December 3, 1999.



SECRETARY
LEE COUNTY HEARING EXAMINER'S OFFICE
P.O. BOX 398
FT. MYERS, FL 33902-0398

FOR RECORDING ONLY

I hereby certify that as an agent of the Lee County Development Services Division, the Office to whose custody the original is entrusted, this is a true and correct copy of the document maintained on file in the Code Enforcement records of Lee County, Florida.



Fred Roenigk
Code Enforcement officer II
Development Services Division

Please return to: LEE COUNTY ATTORNEY'S OFFICE
P.O. Box 398
Fort Myers, Fl. 33902-0398

99-279

Legal Description
Name: Lee County vs. David R. Silcox
Case No. 99-279

LEGAL DESCRIPTION
"EXHIBIT A"
Property located in Lee County, Florida

Lot 7, Block G, Cottage Point Subdivision, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court recorded in Plat Book 9, Page 133 and Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida.

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 131
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0070

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 **DAVID R. SILCOX, a single man**, Owner, whose address is 16849 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.

IN WITNESS WHEREOF, David R. Silcox, Grantor, has caused this document to be signed on the date first above written.

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

Jonel L. Gomez
1st WITNESS Signature

Jonel L. Gomez
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

David R. Silcox
DAVID R. SILCOX, Grantor

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 14th day of November, 2002, by David R. Silcox, who is personally known to me or has
(name of person acknowledged)
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)

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

ok

Division of County Lands

Ownership Only Search

Search No. 22336

Date: November 18, 2002

Parcel: 133

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.0050

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

Subject Property: Lot 5 in Block "G", in Cottage Point Subdivision to the plat thereof recorded in Plat Book 9, 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, Pages 222 and 223 in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Steven E. Dell

by that certain instrument dated December 28, 1992, recorded December 30, 1992, in Official Record Book 2350, Page 4742, 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): Deeds recorded in Official Record Book 544, Page 815; Official Record Book 1215, Page 1360, and Official Record Book 2350, Page 4742, 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.

NOTE (3): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2414, Page 1138, 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: 133
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0050

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 **STEVEN E. DELL**, Owner, whose address is 16833 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.

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, Steven Eric Dell Grantor, has caused this document to be signed on the date first above written.

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

Warren Pennington
1st WITNESS Signature

WARREN PENNINGTON
Printed name of 1st Witness

Jennifer Jones
2nd WITNESS Signature

Jennifer Jones
Printed name of 2nd Witness

Steven E. Dell
STEVEN E. DELL, Grantor

Grant of Perpetual Public Utility Easement

Page 3

Project: Cottage Point MSBU

STATE OF Georgia
COUNTY OF Clayton

The foregoing instrument was acknowledged before me this 22 day of November, 2002 by
STEVEN E. DELL, who is personally known to me or has

(name of person acknowledged)
produced FL. D.L. 0400-985-64-442-R as identification.
(type of identification)

Karen E. Russo
Signature of Notary Public

(SEAL)

KAREN E. RUSSO
(NOTARY PUBLIC, CLAYTON COUNTY, GEORGIA
(TITLE OF RANK) MY COMMISSION EXPIRES FEBRUARY 27, 2004
(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. 22340

Date: November 26, 2002

Parcel: 140

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.0360

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

Subject Property: Lot 36 in Block "G", Cottage Point Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 133 and according to the map or plat attached to that Deed recorded in Deed Book 259, Pages 222 and 223, Public Records of Lee County, Florida, and said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226.

Title to the subject property is vested in the following:

Dwight I. Reed and Natalie F. Reed, husband and wife

by that certain instrument dated January 5, 1995, recorded January 6, 1995, in Official Record Book 2565, Page 3510, 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 2334, Page 136, 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: 140
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0360

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 **DWIGHT I. REED and NATALIE F. REED, husband and wife**, Owners, whose address is 195 Backkingdom Road, Mexico, ME 04257, 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, DWIGHT I. and NATALIE F. REED, 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

Dwight I. Reed
DWIGHT I. REED, 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

Natalie F. Reed
NATALIE F. REED, 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 19th day of November, 2002, by DWIGHT I. and NATALIE F. REED, who are personally known to me or (name of persons acknowledged)
have produced Drivers Licenses (2021) as identification.
NAR (type of identification) (4043)

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

(SEAL)


 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.

Division of County Lands

Ownership Only Search

Search No. 22343
Date: November 26, 2002
Parcel: 143
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.0090

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

Subject Property: Lot 39, Block "G", Cottage Point Subdivision, according to the map or plat thereof recorded in Plat Book 9, Page 133, and in Deed Book 259, Page 224, in the office of the Clerk of the Circuit Court, Lee County, Florida.

Title to the subject property is vested in the following:

Ruth E. Gillis

by that certain instrument dated April 18, 2001, recorded April 23, 2001, in Official Record Book 3399, Page 109, 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 1087, 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: 143
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0390

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 **RUTH E. GILLIS**, a single person, Owner, whose address is 13141 Cajuput 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, RUTH E. GILLIS, 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

Ruth E. Gillis
RUTH E. GILLIS, Grantor

Grant of Perpetual Public Utility Easement

Page 3

Project: Cottage Point MSBU

STATE OF Florida)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 19th day of November, 2002, by RUTH E. GILLIS, who is personally known to me or
(name of person acknowledged)
has produced FL Driver License (7670) 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