

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030025

1. REQUESTED MOTION:

ACTION REQUESTED: Accept Parcels 114, 134, 142, 151 and 159, 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

C6I

3. MEETING DATE:

01-28-2003

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 *[Signature]*

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 114 - Carol F. Curtis
- Parcel 134 - George Klohs and Carolyn J. Lowe
- Parcel 142 - Virginia A. Jarvis
- Parcel 151 - Dana R. Lundgren
- Parcel 159 - Francis L. and Norma Jean Cote

The original documents are in the files of County Lands and will be recorded upon approval by the Board of County Commissioners. There remains 14 more properties for which easement conveyances to the County are required for the completion of the project.

Funds are available in Account Number: 80715335283.506511

Staff Recommends Board approve the Requested Motion.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>H. Forsyth</i>	<i>NA</i>	<i>NA</i>	<i>[Signature]</i>	<i>John Wiegman 1-13-03</i>	<i>OA 1/13/03</i>	<i>OM 1/13/03</i>	<i>RISK P-8 01/13/03</i>	<i>GC 1/13/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>1/9/03</i>
Time: <i>A:08 PM</i>
Forwarded To: <i>CO. ADP. 1/13/03 10AM</i>

RECEIVED BY GENERAL ADMIN. <i>[Signature]</i>
<i>1-13-03</i>
<i>10:45</i>
FORWARDED TO: <i>[Signature]</i>
<i>1/14 11:45</i>

Division of County Lands

Ownership Only Search

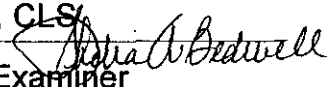
Search No. 22321

Date: December 10, 2002

Parcel: 114

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.0830

Effective Date: November 28, 2002 at 5:00 p.m.

Subject Property: Lots 83 and 84, Block "G", in that certain subdivision known as Cottage Point, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 9, at Page 133, and according to that map or plat attached to that deed recorded in Deed Book 259, at Page 224.

Title to the subject property is vested in the following:

Carol F. Curtis

by that certain instrument dated November 27, 1995, recorded December 6, 2002 December 6, 1995, in Official Record Book 2657, Page 1027, 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 Records Book 2413, Page 1067, Public Records of Lee County, Florida.
- Note (3): Mortgage executed by Carol F. Curtis, an unmarried person, in favor of Busey Bank FSB, dated October 18, 2001, recorded December 26, 2001, in Official Record Book 3546, Page 306, 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: 114
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0830

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 **CAROL F. CURTIS, a single woman**, Owner, whose address is 13041 Point Breeze Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, Grantor hereby grants, bargains, sells and transfers to the Grantee, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Carol F. Curtis, Grantor, has caused this document to be signed on the date first above written.

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

Mary L. Ballou
1st WITNESS Signature

MARY L. BALLOU
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Carol F. Curtis
CAROL F. CURTIS, Grantor

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 2ND day of January, 2003, by Carol F. Curtis, who is personally known to me or has produced Fl. Driver License (0890) as identification.
(name of person acknowledged)
(type of identification)

(SEAL)



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

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

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

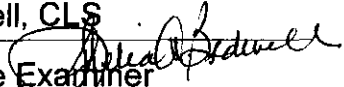
Search No. 22337

Date: December 10, 2002

Parcel: 134

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.0040

Effective Date: November 28, 2002, at 5:00 p.m.

Subject Property: Lot 4, Block G, COTTAGE POINT SUBDIVISION, according to the plat thereof recorded in Plat Book 9 at Page 133, in the Public Records of Lee County, Florida, and according to the map or plat attached to that deed recorded in Deed Book 259 at Pages 222 and 223 in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

George Klohs and Carolyn J. Lowe, as joint tenants with full rights of survivorship

by that certain instrument dated July 2, 2001, recorded July 13, 2001, in Official Record Book 3449, Page 2179, 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, Pages 463, Public Records of Lee County, Florida.

Note (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2425, Page 3537, 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: 134
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0040

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

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this ___ day of _____, 20___, by and between **GEORGE KLOHS and CAROLYN J. LOWE, as joint tenants with full rights of survivorship**, Owners, whose address is 16825 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, George Klohs, Grantor, has caused this document to be signed on the date first above written.

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

Joseph Keith Gomez
1st WITNESS Signature

George Klohs
GEORGE KLOHS, Grantor

Joseph Keith Gomez
Printed name of 1st Witness


Darlene F. Cook-Bandy
2nd WITNESS Signature

Darlene F. Cook-Bandy
Printed name of 2nd Witness

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 19th day of December, 2012, by George Klohs, who are personally known to me or
(names of persons acknowledged)
have produced FL Driver License 184-D as identification.
(type of identification) OK

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.

Jamie L. Sandecki
1st WITNESS Signature

Carolyn J. Lowe
CAROLYN J. LOWE, Grantor

Jamie L. Sandecki
Printed name of 1st Witness

Melanie Wackenhut
2nd WITNESS Signature

MELANIE WACKENHUT
Printed name of 2nd Witness

STATE OF _____)
)
COUNTY OF _____)

DENISE K. YOUNG
Notary Public, Livingston County, Michigan
Active in Washtenaw County, Michigan
My Commission Expires May 15, 2007

dy
The foregoing instrument was acknowledged before me this 30 day of December, 2012, by Carolyn J. Lowe, who are personally known to me or
(names of persons acknowledged)
have produced State of Michigan Dr. Lic. as identification.
(type of identification)

Denise K. Young
Signature of Notary Public
Denise K. Young
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

(SEAL)


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.

CONFIDENTIAL

Division of County Lands

Ownership Only Search

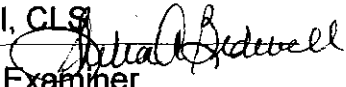
Search No. 22342

Date: December 11, 2002

Parcel: 142

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.0380

Effective Date: November 29, 2002, at 5:00 p.m.

Subject Property: Lot thirty-eight, 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.

Title to the subject property is vested in the following:

Virginia A. Jarvis, surviving spouse of Troy Jarvis, deceased.

by that certain instrument dated April 14, 1997, recorded April 28, 1997, in Official Record Book 2816, Page 3741, Public Records of Lee County, Florida.

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

NOTE(2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2413, Page 1087, Public Records of Lee County, Florida.

NOTE(3): Death Certificate of Troy Jarvis recorded in Official Record Book 3654, Page 2600, 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: 142
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0380

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 **VIRGINIA A. JARVIS, a/k/a A. VIRGINIA JARVIS, surviving spouse of Troy Jarvis, deceased**, Owner, whose address is 13151 Point Breeze Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, Grantor hereby grants, bargains, sells and transfers to the Grantee, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

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

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

Mary L. Ballou
1st WITNESS Signature

MARY L. BALLOU
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Virginia A. Jarvis
VIRGINIA A. JARVIS, a/k/a A. VIRGINIA JARVIS,
Grantor

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 2nd day of January, 2003, by Virginia L. Jarvis aka A. Virginia Jarvis, who is personally known to me or has produced FL Drivers License (8030) as identification.
(name of person acknowledged)
(type of identification)

(SEAL)



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

Joseph Keith Gomez
Signature of Notary Public

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

CONFIDENTIAL

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.

18/02

Division of County Lands

Ownership Only Search

Search No. 22351

Date: December 9, 2002

Parcel: 151

Project: Cottage Point (CPMSBU)

To: J. Keith Gomez
Property Acquisition Agent

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

STRAP: 02-46-23-03-0000G.0230

Effective Date: November 24, 2002, at 5:00 p.m.

Subject Property: Lot 23, in Block "G", in COTTAGE POINT SUBDIVISION, according to the plat thereof, recorded in Plat Book 9, Page 133, in the Public Records of Lee County, Florida, according to the map or plat attached to that deed recorded in Deed Book, 359, Pages 222 through 223, in the Public Records of Lee County, Florida, the said map or plat being recorded in said Deed Book 259, Pages 224, 225 and 226, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Dana R. Lundgren

by that certain instrument dated December 29, 1994, recorded December 30, 1994, in Official Record Book, 2564, Page 1343, Public Records of Lee County, Florida.

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

Note (2): Deed recorded March 19, 1969, in Official Record Book 518, Page 327, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. -This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Note (3): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book, 2451, Page 451, Public Records of Lee County, Florida.

Note (4): Mortgage executed by Dana R. Lundgren, a single man to Barnett Bank of Lee County, N.A., by instrument dated December 29, 1994, recorded December 30, 1994, in Official Record Book 2564, Page 1345; thereafter mortgage was assigned to Homeside Lending, Inc., by Assignment of Mortgage, recorded July 27, 2000, in Official Record Book 3284, Page 2532, Public Records of Lee County, Florida.

Division of County Lands

Ownership Only Search

Search No. 22351

Date: December 9, 2002

Parcel: 151

Project: Cottage Point (CPMSBU)

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: 151
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0230

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 **DANA R. LUNDGREN**, Owner, whose address is 13040 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, DANA LUNDGREN, Grantor, has caused this document to be signed on the date first above written.

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

[Signature]
1st WITNESS Signature

BRIAN C LUNDGREN
Printed name of 1st Witness

[Signature]
DANA R. LUNDGREN, Grantor

[Signature]
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

STATE OF Florida)

COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 6th day of January, 2003, by Dana A. Lundgren (328-0), who ~~is personally known to me or has~~ produced Drivers License, FL (328-0) as identification.
(name of person acknowledged)
(type of identification)

(SEAL)



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

Joseph Keith Gomez
Signature of Notary Public

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

[Faint circular stamp]

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

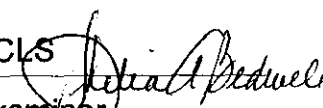
Search No. 22359

Date: December 6, 2002

Parcel: 159

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.0310

Effective Date: November 24, 2002, at 5:00 p.m.

Subject Property: Lot 31, Block G, of that certain subdivision known as Cottage Point, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Deed Book 269, Pages 222 - 224.

Title to the subject property is vested in the following:

Francis L. Cote and Norma Jean Cote, husband and wife

by those certain instruments recorded March 30, 1998, in Official Record Book 2938, Pages 1669 and 1673, 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 1059, Public Records of Lee County, Florida.

NOTE(3): Mortgage executed by Francis L. Cote and Norma Jean Cote, husband and wife, in favor of SunTrust Bank, dated May 24, 2001, recorded July 17, 2001, in Official Record Book 3450, Page 3612, 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: 159
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0310

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 **FRANCIS L. COTE and NORMA JEAN COTE, husband and wife**, Owners, whose address is 13160 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.

NORMA JEAN COTE
IN WITNESS WHEREOF, FRANCIS L. COTE, Grantor, has caused this document to be signed on the date first above written.

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

Dorothy W. Canan
1st WITNESS Signature

DOROTHY W. CANAN
Printed name of 1st Witness

Josep Keith Gomez
2nd WITNESS Signature

Josep Keith Gomez
Printed name of 2nd Witness

Francis L. Cote
FRANCIS L. COTE, Grantor

Dorothy W. Canan
1st WITNESS Signature

DOROTHY W. CANAN
Printed name of 1st Witness

Norma Jean Cote
NORMA JEAN COTE, Grantor

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

STATE OF Florida)
)
COUNTY OF Lee)

COPY

The foregoing instrument was acknowledged before me this 6th day of January, 2003, by Francis L. Cote and Norma Jean Cote, who are personally known to me or
(names of persons acknowledged)
have produced FL STATE ID NC (70-0) as identification.
FLDL(type of identification) FL (321-0)

(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