

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

Blue Sheet No. 20030239

1. REQUESTED MOTION:

ACTION REQUESTED: Accept Parcels 146, 147, 156 and 157, 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

C6A

3. MEETING DATE:

03-18-2003

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

[Handwritten signatures]

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 146, 156 and 157 - Larry Dale Spencer
- Parcel 147 - Larry Dale Spencer & Virginia Spencer and Alma E. Windsheimer

The original documents are in the files of County Lands and will be recorded upon approval by the Board of County Commissioners. There remains 4 more properties for which easement conveyances to the County are required for the completion of the project.

Funds are available in Account Number: 80715335283.506511

Staff Recommends Board approve the Requested Motion.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i> 2-26-03	OA <i>[Signature]</i> 2/27/03	OM <i>[Signature]</i> 2/27/03	RISK <i>[Signature]</i> 2/27/03	GC <i>[Signature]</i> 2/27/03	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: *2/26/03*

Time: *3:00 pm*

Forwarded To:
Co. ADM.
2/26/03 4PM

RECEIVED BY
COUNTY ADMIN. *EW*

2/26 4:40

COUNTY ADMIN. *BH*
FORWARDED TO:

2/27 5:00

Division of County Lands

Ownership Only Search


Search No. 22346

Date: December 3, 2002

Parcel: 146

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.0420

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

Subject Property: Lot 42, in Block "G", of that certain subdivision known as Cottage Point, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 9, Page 133, and according to the plat attached to and made a part of Deed recorded in Deed Book 259, Page 224, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Larry D. Spencer

by that certain instrument dated August 14, 1997, recorded September 8, 1997, in Official Record Book 2864, Page 993, Public Records of Lee County, Florida.

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

NOTE (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2412, Page 226, Public Records of Lee County, Florida.

NOTE (3): Deed recorded September 8, 1997, in Official Record Book 2864, Page 993, 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.

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


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

Division of County Lands

Ownership Only Search

Search No. 22356
Date: December 4, 2002
Parcel: 156
Project: Cottage Point

To: J. Keith Gomez
Property Acquisition Agent

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

STRAP: 02-46-23-02-0000G.0280

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

Subject Property: Lot 28, in Block G in COTTAGE POINT SUBDIVISION, according to the map or plat attached to the 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:

Larry Dale Spencer

by that certain instrument dated August 1, 1995, recorded August 2, 1995, in Official Record Book 2622, Page 1491, Public Records of Lee County, Florida.

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

NOTE (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2412, Page 226, Public Records of Lee County, Florida.

NOTE (3): Fort Myers Beach/Iona-McGregor Waste Water Collection Assessment is due in the amount of \$6,134.21; payoff good through December 31, 2002.

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

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

Division of County Lands

Ownership Only Search

Search No. 22357

Date: December 4, 2002

Parcel: 157

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.0290

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

Subject Property: Lot 29, Block G, COTTAGE POINT SUBDIVISION, 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, Lee County, Florida Public Records.

Title to the subject property is vested in the following:

Larry Dale Spencer

by that certain instrument dated August 1, 1995, recorded August 2, 1995, in Official Record Book 2622, Page 1491, Public Records of Lee County, Florida.

Easements:

- Note (1): Deed of Restrictions for Cottage Point, recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.
- Note (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2412, Page 226, Public Records of Lee County, Florida.

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: 146, 156 & 157
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0420, .0280 & .0290

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 7th day of February, 2003, by and between **LARRY DALE SPENCER, a/k/a LARRY D. SPENCER**, Owner, whose address is 11042 West Gates Street, Romeo, Michigan 48065, 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, LARRY DALE SPENCER, Grantor, has caused this document to be signed on the date first above written.

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

Julie C. Geldhof
1st WITNESS Signature

Julie C. Geldhof
Printed name of 1st Witness

Kristin S. Rolfs
2nd WITNESS Signature

Kristin S. Rolfs
Printed name of 2nd Witness

Larry Dale Spencer
LARRY DALE SPENCER, a/k/a LARRY D. SPENCER,
Grantor

STATE OF Michigan
COUNTY OF Macomb

The foregoing instrument was acknowledged before me this 7th day of February, 2003, by LARRY DALE SPENCER, who is personally known to me or
(name of person acknowledged)
has produced Michigan Drivers License as identification.
(type of identification)



Julie C. Geldhof
Signature of Notary Public
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES May 25, 2006
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

COPY

Exhibit "A"
(Cottage Point)

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

COPY

Division of County Lands

Ownership Only Search

Search No. 22347

Date: November 26, 2002

Parcel: 147

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.0430

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

Subject Property: Lot 43, Block "G", Cottage Point subdivision, as appears on the map or plat attached to deed recorded in Deed Book 259, at Page 222 of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Alma E. Windshelmer

by that certain instrument dated August 14, 1997, recorded September 8, 1997, in Official Record Book 2864, Page 995, Public Records of Lee County, Florida.

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

NOTE (2): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2412, Page 226, Public Records of Lee County, Florida.

NOTE (3): Deed recorded September 8, 1997 in Official Record Book 2864, Page 995, 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.

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: 147 - Spencer
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0430

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 17th day of February, 2003 by and between LARRY DALE SPENCER, a/k/a LARRY D. SPENCER and VIRGINIA SPENCER, husband and wife, Owner, whose address is 11042 West Gates Street, Romeo, Michigan 48065, 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, LARRY DALE SPENCER, Grantor, has caused this document to be signed on the date first above written.

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

Julie C. Geldhof
1st WITNESS Signature

Julie C. Geldhof
Printed name of 1st Witness

Kristin S. Rolfs
2nd WITNESS Signature

Kristin S. Rolfs
Printed name of 2nd Witness

Larry D. Spencer
LARRY DALE SPENCER, a/k/a LARRY D. SPENCER,
Grantor

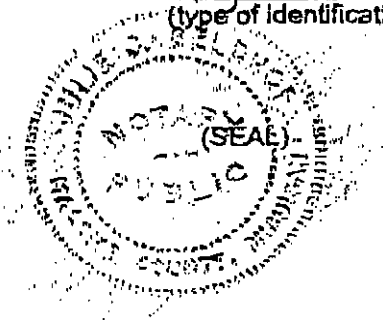
Virginia Spencer
VIRGINIA SPENCER, Grantor

Julie C. Geldhof
1st WITNESS Signature
Julie C. Geldhof
Printed name of 1st Witness

Kristin S. Rolfs
2nd WITNESS Signature
Kristin S. Rolfs
Printed name of 2nd Witness

STATE OF Michigan
COUNTY OF Macomb

The foregoing instrument was acknowledged before me this 7th day of February, 2013, by Virginia Spencer, who are personally known to me or
(names of persons acknowledged)
have produced Michigan Drivers License as identification.
(type of identification)



Julie C. Geldhof
Signature of Notary Public
NOTARY PUBLIC, MACOMB CO., MI
MY COM. # _____ EX. DATE _____
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

STATE OF Michigan
COUNTY OF Macomb

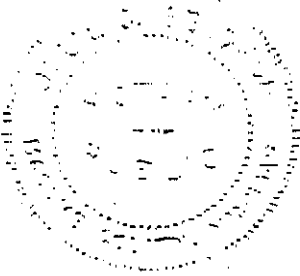
The foregoing instrument was acknowledged before me this 7th day of February, 2003, by
Larry Dale Spencer, who is personally known to me or
(name of person acknowledged)
has produced Michigan DRIVERS LICENSE as identification.
(type of identification)

Julie C. Geldhof
Signature of Notary Public

JULIE C. GELDHOF
NOTARY PUBLIC MACOMB CO., MI

(Name typed, printed or stamped) MY COMMISSION EXPIRES May 25, 2008
(Title or Rank)
(Serial Number, if any)

(SEAL)



JULIE C. GELDHOF
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES May 25, 2008

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.

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 147
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0430

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

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this ___ day of _____, 20___, by and between **ALMA E. WINDSHEIMER**, Owner, whose address is 16920 Windcrest Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Alma E Windsheimer Grantor, has caused this document to be signed on the date first above written.

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

B. J. Berger
1st WITNESS Signature

Alma E Windsheimer
ALMA E. WINDSHEIMER, GRANTOR

Bobbie Berger
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

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.