

1. REQUESTED MOTION:

ACTION REQUESTED: Accept a Petition to Vacate a 12-foot wide Drainage and Public Utility Easement located at 4905 Barth Street, Lehigh Acres, Florida 33971 and adopt a resolution, setting a Public Hearing for 5:00 PM on the 14th day of October, 2003. (Case No. VAC2003-00038)

WHY ACTION IS NECESSARY: To build a single-family residence on the combined lots. **The vacation of this easement will not alter existing drainage or utility conditions and the easement is not necessary to accommodate any future drainage and utility requirements.**

WHAT ACTION ACCOMPLISHES: Sets the time and date of the Public Hearing.

2. DEPARTMENTAL CATEGORY: 04
COMMISSION DISTRICT #: _____

C4A

3. MEETING DATE:

09-09-2003

4. AGENDA:

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE F.S. Ch. 177
- ORDINANCE
- ADMIN. CODE 13-1
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Community Development
- C. DIVISION Development Services
- BY: [Signature] 8/18/03

Peter J. Eckenrode, Director

7. BACKGROUND:

The completed Petition to Vacate, VAC2003-00038 was submitted by (Khemraj and Mezaun Singh).

LOCATION: Petition No. VAC2003-00038 proposes to vacate a 12-foot wide Drainage and Public Utility Easement centered on the lot lines common to Lots 7 and 8, Block 99, Unit 14, a subdivision of Lehigh Acres, as recorded in Plat Book 26, Page 49, Section 29, Township 44 South, Range 26 East, of the Public Records of Lee County, Florida, LESS and EXCEPT the North 6-feet and the South 6-feet thereof. The site is located at Barth Street, Lehigh Acres Florida 33971.

Documentation pertaining to this Petition to Vacate is available for viewing at the Office of Lee Cares.

There are no objections to this Petition to Vacate. Staff recommends the scheduling of the Public Hearing.

Attached to this Blue sheet is the Petition to Vacate, Resolution to set Public Hearing, Notice of Public Hearing and Exhibits.

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
<u>Mary Fish</u>	N/A	N/A	N/A	<u>John J. Redgore</u> 8-26-03	<u>OM</u> <u>8/27/03</u>	<u>Risk</u> <u>8/27/03</u>	<u>GC</u> <u>8/27/03</u>	<u>[Signature]</u>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: 8/18/03
Time: 3:48 PM
Forwarded To:
CHESMT DOC
8/26/03 9AM

RECEIVED BY
COUNTY ADMIN:
COUNTY ADMIN
FORWARDED TO:
BH 8:45 8/27
PR 8/27 2:15

5/20/03

PETITION TO VACATE

Case Number: VAC 2003 - 00038

Petitioner(s), Khemraj and Mezaun Singh
requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

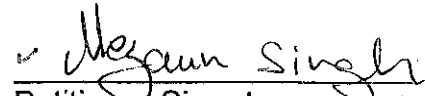
1. Petitioner(s) mailing address, 30-48 14th St (Apt 2R), Astoria, NY 11102-3822
2. In accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, Petitioner desires to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".
3. A sketch showing the area the Petitioner desires to vacate is attached as Exhibit "B".
4. Proof Petitioner paid all applicable state and county taxes is attached as Exhibit "C".
5. Petitioner is fee simple title holder to the underlying land sought to be vacated.
6. Petitioner did provide notice to all affected property owners concerning the intent of this Petition in accordance with the LCAC 13-1.
7. In accordance with letters of review and recommendation provided by various governmental and utility entities, it is apparent if the Board grants the Petitioner's request, it will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

Wherefore, Petitioner respectfully requests the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted,

By: 
Petitioner Signature

Khemraj Singh
Printed Name

By: 
Petitioner Signature

Mezaun Singh
Printed Name

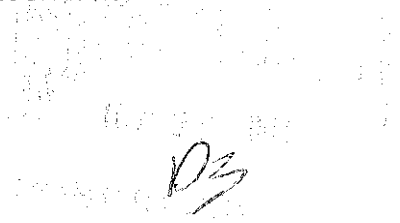


Exhibit "A"
Petition to Vacate
VAC2003-00038

Legal Description

A twelve-foot (12') wide public utility AND drainage easement centered on the common lot line between Lots 7 and 8 of Block 99, Unit 14 of the plat of Section 29, Township 44 South, Range 26 East, a subdivision of Lehigh Acres, Lee County, Florida, according to map or plat there on file and recorded in Plat Book 26, Page 49 of the of the Public Records of Lee County, Florida.

LESS AND EXCEPT the north six feet (6') and south six feet (6') thereof.

Exhibit "B"
VAC2003-00038

Section 29, Township 44 South, Range 26 East
A Subdivision of Lehigh Acres, Lee County, Florida, as recorded in Plat Book 26 at Page 49 of the Public
Lee County Florida.

Scale
1" = 40'



BLOCK 99
UNIT 14

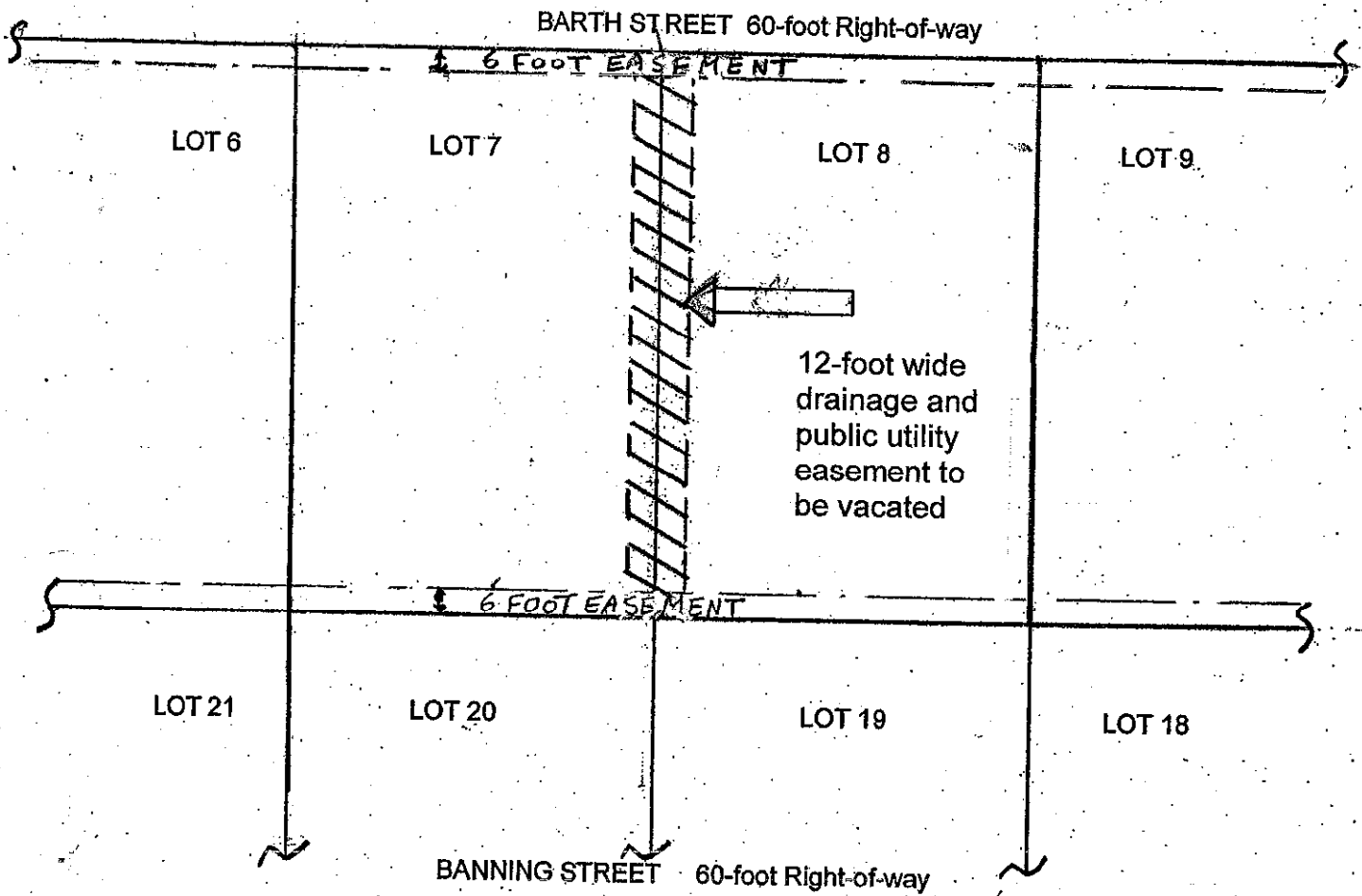


Exhibit "C"

Petition to Vacate

VAC2003-00038

Lee County Tax Collector - Print Results

Pay Online:



Your search for 29442614000990080 has returned 2 result(s).

Account	Tax Year	Owner Name and Address	Status
29-44-26-14-00099.0080	2002	SINGH KHEMRAJ + MEZAUN 4903 BARTH ST	PAID
29-44-26-14-00099.0080	2001	SINGH KHEMRAJ + MEZAUN 4903 BARTH ST	PAID

(Click on the account number for more information and/or online payment.)

2 match(es) Page 1 of 1

Real Property Information

Account	Tax Year	Status
29-44-26-14-00099.0080	2002	PAID
Original Account	Book/Page	
29-44-26-14-00099.0080	3512/1953	
Physical Address	Mailing Address	
SINGH KHEMRAJ + MEZAUN 4903 BARTH ST LEHIGH ACRES FL 33971	SINGH KHEMRAJ + MEZAUN 30-48 14TH ST APT 2R ASTORIA NY 11102	
Legal Description		
LEHIGH ACRES UNIT 14 BLK 99 PB 26 PG 49 LOT 8		
Total Amount Due as of 8/26/2003		\$0.00

Your search for 29442614000990070 has returned 5 result(s).

Account	Tax Year	Owner Name and Address	Status
29-44-26-14-00099.0070	2002	SINGH KHEMRAJ + MEZAUN 4905 BARTH ST	PAID
29-44-26-14-00099.0070	2001	SINGH KHEMRAJ + MEZAUN 4905 BARTH ST	PAID
29-44-26-14-00099.0070	2000	FLORIDA LANDMARK COMM INC 4905 BARTH ST	PAID
29-44-26-14-00099.0070	1999	NOVA CAPITAL LP 4905 BARTH ST	PAID
29-44-26-14-00099.0070	1998	NOVA CAPITAL LP	PAID

(Click on the account number for more information and/or online payment.)

5 match(es) Page 1 of 1

Real Property Information

Account	Tax Year	Status
29-44-26-14-00099.0070	2002	PAID
Original Account	Book/Page	
29-44-26-14-00099.0070	3512/1953	
Physical Address	Mailing Address	
SINGH KHEMRAJ + MEZAUN 4905 BARTH ST LEHIGH ACRES FL 33971	SINGH KHEMRAJ + MEZAUN 30-48 14TH ST APT 2R ASTORIA NY 11102	
Legal Description		
LEHIGH ACRES UNIT 14 BLK 99 PB 26 PG 49 LOT 7		
Total Amount Due as of 8/26/2003		\$0.00



10.2
63.1

Prepared By and Return To:
Brenda McLeod
Fidelity National Title Insurance Company of New York
12595 New Brittany Blvd.
Fort Myers, FL 33907

INSTR # 5587705
OR BK 03745 PG 2835
RECORDED 10/08/2002 11:19:52 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEED DOC 63.00
DEPUTY CLERK C Keller

File No. 02-015-704216

Property Appraiser's Parcel I.D. (folio) Number (s)
29-44-26-14-00099.0070

SS#: _____

SPECIAL WARRANTY DEED

2

THIS SPECIAL WARRANTY DEED made this September 27, 2002, by S.W. Florida Land Two, L.L.C., a Florida Limited Liability Company, hereinafter called the grantor and Khemraj Singh and Mezaun Singh, Husband and Wife, whose post office address is 30-48 14th Street, Apt. #2R , Astoria, New York 11102, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt, whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Lee County, Florida viz:

Lot 7 and 8, Block 99, Lehigh Acres, Unit 14, Section 29, Township 44 South, Range 26 East, according to the plat thereof, as recorded in Plat Book 26, Page 49 of the Public Records of LEE County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes for December 31, 2002.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Gail Ebert Lynn
Witness Signature

S.W. Florida Land Two, L.L.C., a Limited Liability Company

GAIL EBERT LYNN
Witness Printed Name

Angela Wright
Witness Signature

By: Janet E. Allison
Janet E. Allison, Manager

Angela Wright
Witness Printed Name

8660 College Parkway, Suite #160, Fort Myers, FL 33919

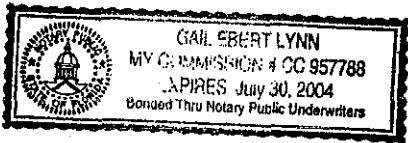
STATE OF FLORIDA

COUNTY OF LEE

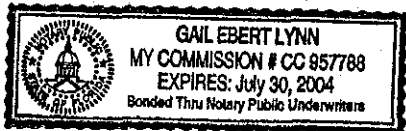
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Janet E. Allison

to me known to be the Manager respectively of the limited liability company named as the grantor in the foregoing deed, or who have produced personally known as identification and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said limited liability company.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of Sept. 2002.



Gail Ebert Lynn
Notary Public



GAIL EBERT LYNN
Printed Name of Notary
My Commission Expires: 7/30/04



P. O. Box 370
Fort Myers, FL 33902-0370

June 3, 2003

To: Khemraj & Mezaun Singh
30-48 14th St.
Astoria NY. 11102

Re: Request for vacation of easement / your letter of request w/attachments dated 5/20/03

Sprint has no objection to your request of vacation of easement as described in the attachments of the subject letter. If you have any questions, please call me at 239-336-2032.

Yours Truly

A handwritten signature in cursive script that reads "Rich".

Richard Hayman
Network Engineer
Sprint Fl. LTD.

Cc: rt



May 27, 2003

Khemraj Singh
Mezaun Singh
30-48 14th Street Apt. 2R
Astoria, New York 11102-3822

RE: VACATE OF EASEMENT

Dear Khemraj Singh

In reference to your letter dated May 20, 2003, AmeriGas has no interest on right of way on the following parcel(s):

STRAP NO.: 29-44-26-14-00099.0080
STRAP NO.: 29-44-26-14-00099.0070

Please feel free to contact me at 941-334-2849, should you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Riefstahl". The signature is fluid and cursive, with a long horizontal line extending to the right.

Jim Riefstahl
Service Manager



Florida Department of Transportation

JEB BUSH
GOVERNOR

JOSÉ ABREU
SECRETARY

June 2, 2003

Khemraj Singh
30-48 14th Street, Apt 2R
Astoria, NY 11102-3822

RE: Vacation of A Utility and/or Drainage Easement

Dear Mr. Singh:

Our staff has conducted a review of your request to vacate a 12-foot wide Utility and/or Drainage Easement centered on the lot line common to Lots 7 and 8 Block 99 Unit 14, Lehigh Acres Unit 14 as recorded in Plat Book 26, Page 49, Public Records of Lee County, Florida. This same area was further referenced in your letter and highlighted map of May 20, 2003.

Based on this review, we offer "No Objections" to this vacation request.

Sincerely,

A handwritten signature in black ink, appearing to read "James W. Dunsford".

James W. Dunsford,
District R/W Administrator,
Property Management

JWD/jwd

cc: Scott Gilbertson, P.E. - Lee County
Peter J. Eckenrode - Lee County
Mike Rippe - FDOT
Tom Garcia - FDOT

District One-Right of Way Department-Property Management
801 North Broadway Avenue*Post Office Box 1249*Bartow, FL 33831-1249
(863)519-2413*(863)534-7168(Fax)*MS 1-66

www.dot.state.fl.us





Post Office Box 3455

North Fort Myers, FL 33018-3455

(239) 995-2121 • FAX (239) 995-7904

www.lcec.net • www.ilinc.com

May 27, 2003

Khemraj & Mezaun Singh
30-48 14th St. (Apt. 2R)
Astoria, NY 11102-3822

Re: Strap No. 29-44-26-14-00099.0070

Dear Khemraj and Mezaun Singh:

LCEC does not object to vacation of the easements described as follows:

A 12-foot-wide utility and/or drainage easement centered on the lot line common to Lots 7 and 8, Block 99, Unit 14, a subdivision of Lehigh Acres as recorded in Plat Book 26, page 49, LESS and EXCEPT the north 6 feet and the south 6 feet thereof.

Please be advised however; that you MUST contact FPL for their review and recommendation as this is in their service area.

Sincerely,

A handwritten signature in black ink that reads 'Karen Hardin'. The signature is written in a cursive, flowing style.

Karen Hardin
Real Property Representative



ELISA RODRIGUEZ
Customer Project Manager
Fort Myers Service Center

Khemraj & Mezaun Singh
30-48 14th St. (Apt. 2R)
Astoria, NY 11102

June 16, 2003

Re: Vacating Easement

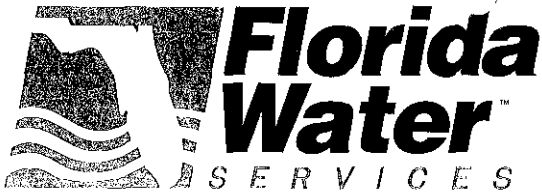
Florida Power & Light Co. has no objection to vacating the easement common to Lots 7 & 8, Block 99, Unit 14 less the north/east 6 feet and the south/west 6 feet thereof. These lots have the following strap numbers:

29-44-26-14-00099-0070
29-44-26-14-00099-0080

Should you need further assistance, please do not hesitate to contact me at (239) 332-9168.

Sincerely,

Elisa Rodriguez
Customer Project Manager



June 13, 2003

Khemraj & Mezaun Singh
30-48 14th St. (Apt 2R)
Astoria, NY 11102-3822

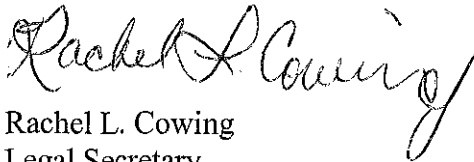
Re: STRAP #'s 29-44-26-14-00099-0080 & 29-44-26-14-00099-0070
A 12-foot wide utility and/or drainage easement centered on the lot
line common to Lots 7 & 8, Block 99, Unit 14 a subdivision of
Lehigh Acres Unit 14 as recorded in Plat Book 26, Page 49 less
and except the north/east 6 feet and the south/west 6 feet thereof.

Dear Mr. & Mrs. Singh:

Please be advised that Florida Water Services Corporation has reviewed the above-referenced request for a vacation of easement. We have no objection to the vacation of easement as described above.

Please call me at (407) 598-4187, if you need any additional information or other assistance.

Sincerely,


Rachel L. Cowing
Legal Secretary

AN ALLETE COMPANY

P.O. Box 609520 | Orlando, Florida 32860-9520 | Phone 407/598-4100

Water For Florida's Future

 **LEE COUNTY**
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8587

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

August 15, 2003

Khemraj and Mezaun Singh
30-48 14th Street Apt. 2R
Astoria, NY 11102-3822

Re: VAC2003-00038 - Petition to vacate a twelve-foot Public Utility Easement centered on the common lot line between lots 7 and 8, Block 99, Unit 14, a subdivision of Lehigh Acres, as recorded in Plat Book 26 at Page 49 of the Public Records of Lee County, Florida, Less and Except the North 6-feet and the South 6-feet thereof.

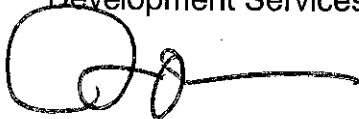
Dear Mr. & Mrs. Singh:

You indicated that as a result of combining adjacent lots into one residential building site, these platted easements prohibit the construction of your proposed site plan. Based on a review of the information provided and our subsequent research, this office has no objection to the proposed vacation.

Should you have any questions, please call me at the above telephone number.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division



Peter J. Eckenrode
Director

PJE/EBM

U:\200308\VAC20030.003\8\DRletter.wpd



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8580

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stillwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

May 23, 2003

Khemraj and Mezaun Singh
30-48 14th Street, Apt. 2R
Astoria, NY 11102-38222

RE: Petition to Vacate
The 12 foot wide Drainage and Utility Easement
On the lot line common to Lots 7 and 8,
Block 99, Unit 14, Lehigh Acres


Dear Mr. And Mrs. Singh:

Lee County Department of Transportation has reviewed your request to vacate the above described easement recorded in Plat Book 26, page 49. DOT has no facilities within the easement and does not maintain it.

Therefore, DOT has no objection to this petition to vacate as proposed.

Yours very truly,

DEPARTMENT OF TRANSPORTATION



Margaret Lawson
Right-of-way Supervisor

MAL/mlb

Cc: Don Blackburn, Development Services
Allen Davies, Natural Resources
DOT PTV File

S:\DOCUMENT\Petition To Vacate\2003\Lots 7&8 Lehigh - Singh.doc



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239)479-8181

Bob Janes
District One

Douglas R. St. Cerny May 23, 2003
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Khemraj & Mezaun Singh
30-48 14th St. Apt. 2R
Astoria, NY 11102-3822

SUBJECT: VACATION OF PLATTED EASEMENT(S)
STRAP #S: 29-44-26-14-00099.0070 & .0080
LOTS 7 & 8, BLOCK 99 - LEHIGH ACRES, UNIT 14
4905 BARTH STREET

Dear Mr. & Mrs. Singh:

Lee County Utilities has no objection to the proposed vacation of the existing platted easement as described in your recent letter and associated legal description. However, the area in question is not located within Lee County Utilities' service area; therefore, we have no potable water or wastewater lines within the area to be vacated.

You may wish to contact Florida Water Services concerning your request, as the subject parcel(s) are located within their service area boundaries.

If you should have any questions, or require further assistance, please do not hesitate to contact our office at (239)479-8531.

Sincerely,

LEE COUNTY UTILITIES

Terry A. Kelley
Senior Engineering Technician
Utilities Engineering Division

CC: Correspondence File

S:\UTILS\Eng\TAK\LETTERS\VAC\FY 2003\Singh - Barth St - Lehigh.doc

NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2003-00038

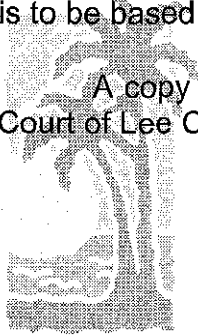
TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 14th day of October 2003 @5:00 PM in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Office, 2115 Second Street, Fort Myers, Florida.



LEE COUNTY

CHARLIE GREEN, CLERK

Deputy Clerk Signature

SOUTHWEST FLORIDA

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

Exhibit "A"
Petition to Vacate
VAC2003-00038

Legal Description

A twelve-foot (12') wide public utility AND drainage easement centered on the common lot line between Lots 7 and 8 of Block 99, Unit 14 of the plat of Section 29, Township 44 South, Range 26 East, a subdivision of Lehigh Acres, Lee County, Florida, according to map or plat there on file and recorded in Plat Book 26, Page 49 of the of the Public Records of Lee County, Florida.

LESS AND EXCEPT the north six feet (6') and south six feet (6') thereof.

**RESOLUTION NO. _____ TO SET PUBLIC HEARING
FOR PETITION TO VACATE Case Number: VAC2003-00038**

WHEREAS, a Petition to Vacate was filed with the Board of County Commissioners;
and

WHEREAS, the Petitioner seeks to abandon, discontinue, close or vacate a portion
of a plat, easement, parcel or right-of-way legally described in the attached Exhibit "A".

WHEREAS, under Florida Statute and the Lee County Administrative Code, the
Board must hold a Public Hearing in order to grant a vacation affecting a public easement,
public right-of-way or platted lands.

BE IT THEREFORE RESOLVED by the Board of County Commissioners of Lee
County, Florida, as follows:

1. A Public Hearing on Petition to Vacate No. VAC2003-00038 is set for the
_____ in the Lee County Commission Chambers.

2. A Notice of Public Hearing on this Petition to Vacate will be published in
accordance with the Lee County Administrative Code.

THIS RESOLUTION passed by voice and entered into the minutes of the Board of
County Commissioners of Lee County, Florida this _____

ATTEST:
CHARLIE GREEN, CLERK

Deputy Clerk Signature

Please Print Name

BOARD OF COUNTY
COMMISSIONERS OF
LEE COUNTY, FLORIDA

Chairman Signature

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

Exhibit "A"
Petition to Vacate
VAC2003-00038

Legal Description

A twelve-foot (12') wide public utility AND drainage easement centered on the common lot line between Lots 7 and 8 of Block 99, Unit 14 of the plat of Section 29, Township 44 South, Range 26 East, a subdivision of Lehigh Acres, Lee County, Florida, according to map or plat there on file and recorded in Plat Book 26, Page 49 of the of the Public Records of Lee County, Florida.

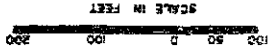
LESS AND EXCEPT the north six feet (6') and south six feet (6') thereof.

APPROVAL OF THIS
 PLAT FOR RECORDING
 DOES NOT NECESSARILY
 ASSURE A PROPER ZONING

All lots subject to a 5-foot utility and
 drainage easement on both sides, front,
 and back.
 All corners set, retd and 25 feet except as
 shown and the lot dimensions are to the
 straight line hereinafter, except where
 and distances are shown.

PLAT OF
 UNIT 14
 SECTION 29, TWP. 44S, RGE. 26E
 LEHIGH ACRES
 A SUBDIVISION OF
 UNIT 7

LEE COUNTY, FLORIDA

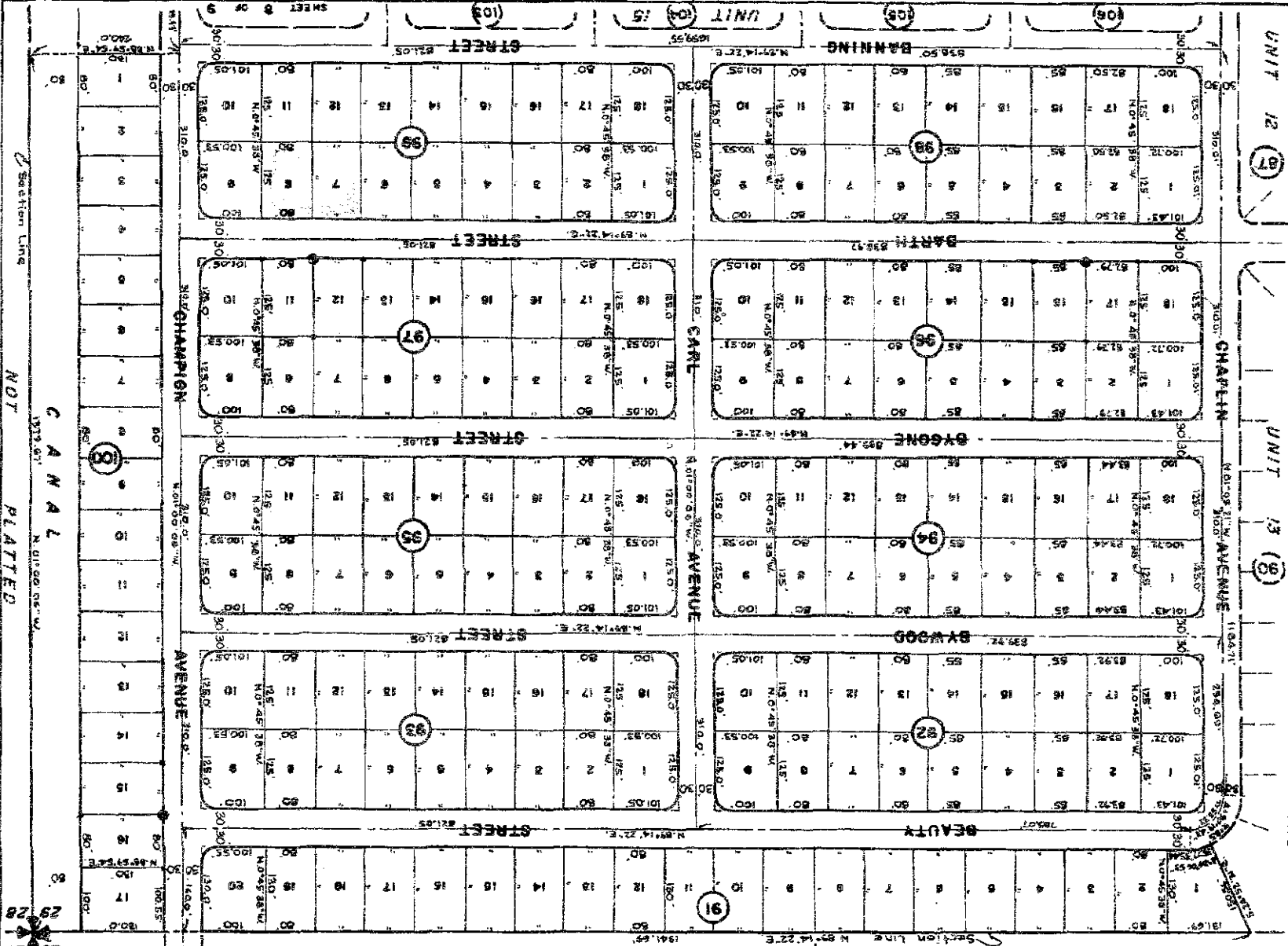


PLAT BOOK 26 PAGE 49

20*21
 29*28

CANAL
 NOT PLATTED

Section Line





Fidelity National Title

INSURANCE COMPANY OF NEW YORK

Fort Myers

12595 New Brittany Blvd. • Fort Myers, FL 33907
(941) 931-4446 • FAX (941) 931-5679

October 30, 2002

Mr. and Mrs. Khemraj Singh
C/O 30-48 14th Street, Apt. #2R

Astoria, NY 11102

Order No.: 02-015-704216

Loan No.:

Dear Policy Holder,

Please find enclosed your copy of the Title Insurance Policy. This is an important document, please file it with your valuable papers.

This policy provides the assurance that you and your heirs have clear and marketable title to this property. It also provides you the insurance that if there are any challenges to your title, Fidelity National Title Insurance Company of New York will defend you in that action.

If, in the future, you plan to re-finance your property you will need to reference this policy number to receive the lower re-finance rate. If in fact you plan to buy a new or additional property we trust you will also consider calling Fidelity National Title Insurance Company of New York.

Thank you for the opportunity to be of service to you.

Sincerely,

Fidelity National Title Insurance Company of New York



Fidelity National Title

INSURANCE COMPANY OF NEW YORK

ALTA OWNERS POLICY

SCHEDULE A

File Number: 02-015-704216

Policy No.: 26-33-9202015704216

Date of Policy: October 8, 2002 at 11:19 a.m.

Amount of Insurance: \$9,000.00

1. Name of Insured:

Khemraj Singh and Mezaun Singh

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Khemraj Singh and Mezaun Singh, husband and wife

4. The land referred to in this policy is described as follows:

Lot 7 and 8, Block 99, Lehigh Acres, Unit 14, Section 29, Township 44 South, Range 26 East, according to the plat thereof, as recorded in Plat Book 26, Page 49 of the Public Records of LEE County, Florida.

SCHEDULE B

Policy Number: 26-33-9202015704216

File Number: 02-015-704216

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. All assessments and taxes for the year 2002 and all subsequent years, which are not yet due and payable.
2. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
3. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any sovereignty lands.
4. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat recorded in Plat Book 26, Page 49, of the Public Records.
6. Agreement in O.R. Book 2357, Page 2973.
7. Sewer and Water Covenants and Restrictions in Deed Book 317, Page 222, O.R. Book 10, Page 695 and O.R. book 327, Page 119.
8. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), and as may be amended from time to time, as set forth in the document
Recorded: O.R. Book 13, Page 465, Public Records.
9. NOTE: The right of Entry and Exploration has been released by Section 270.11 of the Florida Statutes, as amended.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

10. Subject to Lee County Mandatory Garbage Collection Assessments.

Note: Tax Parcel No. 29-44-26-14-00099.0070, Gross Amount of \$92.27.

Note: Tax Parcel No. 29-44-26-14-00099.0080, Gross Amount of \$92.27.

Any reference to O.R. (Official Records) or Public Records shall be deemed to be located in the Official Records of the County where the subject property is located.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE
AND TO PROVIDE ASSISTANCE IS 1-800-669-7450



POLICY NUMBER 704216

Owner's Policy of Title Insurance

Fidelity National Title Insurance Company OF NEW YORK A Stock Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated herein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

COUNTERSIGNED

BY Catherine A. Anderson AUTHORIZED SIGNATORY CATHERINE A. ANDERSON

Fidelity National Title Insurance Company of New York



BY [Signature] President

ATTEST Charles H. Wimer Secretary

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive

and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title