**Lee County Board of County Commissioners**
**Agenda Item Summary** **Blue Sheet No. 20030004**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Accept Parcels 105, 107, 112, 120, 144, 155, 158, 160, 162 and 163, 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 C6C

**3. MEETING DATE:** 01-21-2003

| 4. AGENDA: | 5. REQUIREMENT/PURPOSE: | 6. REQUESTOR OF INFORMATION |
|---|---|---|
| X CONSENT | (Specify) | |
| ADMINISTRATIVE | STATUTE 125.01(1)(q) | A. COMMISSIONER |
| APPEALS | ORDINANCE 98-25 | B. DEPARTMENT Independent |
| PUBLIC | ADMIN. | C. DIVISION County Lands |
| WALK ON | OTHER RSN 02-08-42 | BY: Karen L. W. Forsyth, Director |
| TIME REQUIRED: | | |

**7. BACKGROUND:** The Board of County Commissioners created the Cottage Point Waterline MSBU on August 13, 2002, when it adopted Resolution Number 02-08-42. The principal purpose of the project is to provide and maintain essential municipal service, facilities and improvements for the residents of Cottage Point Subdivision, located off Summerlin Road. The cost of the improvements will be assessed proportionately against benefitted property owners. The attached copies of the Grant of Perpetual Public Waterline Utility Easement have been received from the following benefitted property owners:

Parcel 105 - Earl & Edith Milligan
Parcel 107 - Darlene F. Cook
Parcel 112 - Carl Henry Godert & Gloria Peggy Godert
Parcel 120 - Michael J. O'Donnell
Parcel 144 - Dennis W. Plowman
Parcel 155 - Ruth M. Gibbons & Richard J. Mei
Parcel 158 - Bruce W. Fulkerson
Parcel 160 - Velma Jean Coulter
Parcel 162 - Edwin H. & Catherine M. Noyes
Parcel 163 - Leroy N. & Lois M. Fose

The original documents are in the files of County Lands and will be recorded upon approval by the Board of County Commissioners. There remains 19 more properties for which easement conveyances to the County are required for the completion of the project.

Funds are available in Account Number: 80715335283.506511

Staff Recommends Board approve the Requested Motion.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other MST /Bu | E County Attorney | F Budget Services | | | | G County Manager |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | OA | OM | RISK | GC | |
| K. Forsyth | N/A | N/A | | 1-7-03 | 1/7/03 | 1/8/03 | 1/8/03 | 1/8/03 | 1-9-03 |

**10. COMMISSION ACTION:**
APPROVED
DENIED
DEFERRED
OTHER

Rec. by CoAtty
Date: 1/6/03
Time: 4:15 pm
Forwarded To: Co. Adm. 1/7/03 12pm

RECEIVED BY COUNTY ADMIN. 1/7 100
COUNTY ADMIN. FORWARDED TO: 1/9 300

L:\Cottagepoint\Blue Sheets\Master Blue Sheet D.wpd/fs

# Division of County Lands

**Ownership Only Search**
Search No. 22312
Date: December 5, 2002
Parcel: 105
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.0720

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

**Subject Property:** Lot 72, Block "G", COTTAGE POINT SUBDIVISION, a subdivision according to the plat thereof, as recorded in Plat Book 9, Page 133 and Deed Book 259, Pages 222-226, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Earl Milligan and Edith Milligan**

by that certain instrument dated December 13, 2001, recorded December 21, 2001, in Official Record Book 3545, Page 875, 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 2293, Page 4066, Public Records of Lee County, Florida.

Note (3): Deed recorded November 18, 1998 in Official Record Book 3038, Page 1700, Public Records of Lee County, Florida, attempts to convey subject property to the trust rather than the trustee of the trust. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

**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: 105
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0720

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this __ day of _____, 20___, by and between **EARL MILLIGAN and EDITH MILLIGAN, husband and wife**, Owners, whose address is 13151 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.

# Division of County Lands

**Ownership and Easement Search**
Search No. 22314
Date: November 6, 2002
Parcel: 107
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.0750

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

**Subject Property:** Lots 75 and 76, Block G, COTTAGE POINT SUBDIVISION, a subdivision according to the map or plat thereof recorded in Plat Book 9, at Page 133, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Darlene F. Cook***

by that certain instrument dated March 31, 1999, recorded April 5, 1999, in Official Record Book 3099, Page 3350, Public Records of Lee County, Florida.

**Easements:**

1. Covenants, conditions, easements and restrictions contained in Deed of Restrictions recorded in Miscellaneous Book 38, Page 89, as amended in Miscellaneous Book 48, Page 463, Public Records of Lee County, Florida.

2. Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record Book 2425, Page 3541, 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: 107
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0750

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this __ day of _____, 20___, by and between **DARLENE F. COOK**, Owner, whose address is 7794 Templin Road, Blanchester, Ohio 45107, 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.

COPY

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**, Darlene F. Cook, Grantor, has caused this document to be signed on the date first above written.

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

Sandra S. Hurley
1st WITNESS Signature

SANDRA S. HURLEY
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Darlene F. Cook
DARLENE F. COOK, Grantor

**STATE OF** Florida )
)
**COUNTY OF** Lee )

The foregoing instrument was acknowledged before me this 8th day of November, 2002, by Darlene F. Cook, who ~~is personally known to me or~~ has
(name of person acknowledged)
produced Driver License as identification.
(type of identification)

Joseph Keith Gomez
Signature of Notary Public

(SEAL)

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

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

COPY

# Exhibit "A"
(Cottage Point)

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

# Division of County Lands

**Ownership Only Search**
Search No. 22319
Date: November 22, 2002
Parcel: 112
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.0810

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

**Subject Property:** Lot 81, Block "G", COTTAGE POINT, an unrecorded subdivision according to the plat thereof, as recorded in Deed Book 289, Page 224, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Carl Henry Godert and Gloria Peggy Godert**

by that certain instrument dated January 24, 1991, recorded January 24, 1991, in Official Record Book 2199, Page 1366, 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 January 24, 1990 in Official Record Book, 2123, Page 1866, Public Records of Lee County, Florida, has no witnesses and does not contain marital status nor homestead status. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County. [illegible]

NOTE (3): Deed recorded January 24, 1991, in Official Record Book 2199, Page 1366, 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. [illegible]

NOTE (4): Grant of Perpetual Easement to Lee County, recorded in Official Record Book 2347, Page 3704, Public Records of Lee County, Florida.

NOTE (5): McGregor II Sewer Assessment due and payable in the current amount of $1,689.61, good through November 30, 2002.

**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.)*

# Division of County Lands

**Ownership Only Search**
Search No. 22319
Date: November 22, 2002
Parcel: 112
Project: Cottage Point (CPMSBU)

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

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 112
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0810

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this __ day of _____, 20___, by and between **CARL HENRY GODERT and GLORIA PEGGY GODERT,** Owners, whose address is 13690 Grackle 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**, CARL HENRY GODERT AND GLORIA PEGGY GODERT, Grantor, has caused this document to be signed on the date first above written.

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

Helen Harris Jones
1st WITNESS Signature

HELEN HARRIS JONES
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Carl Henry Godert
CARL HENRY GODERT, Grantor

Helen Harris Jones
1st WITNESS Signature

HELEN HARRIS JONES
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Gloria Peggy Godert
GLORIA PEGGY GODERT, Grantor

**STATE OF** Florida )
)
**COUNTY OF** Lee )

The foregoing instrument was acknowledged before me this 6th day of December, 2002, by Carl Henry Godert and Gloria Peggy Godert, who ~~are personally known to me or~~
(names of persons acknowledged)
have produced Drivers Licenses (3242 CHG) as identification.
(type of identification) (8272 GPG)

Joseph Keith Gomez
Signature of Notary Public

(SEAL)

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

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

# Exhibit "A"
(Cottage Point)

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

# Division of County Lands

**Ownership Only Search**
Search No. 22324
Date: December 6, 2002
Parcel: 120
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.0190

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

**Subject Property:** Lot 19, Block G, COTTAGE POINT, as recorded in Plat Book 9, Page 133, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Michael J. O'Donnell***

by that certain instrument dated August 13, 1999, recorded March 20, 2001, in Official Record Book 3379, Page 1324, 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 1107, Public Records of Lee County, Florida.

NOTE(3): Mortgage executed by Michael J. O'Donnell in favor of Steven Dominic and Kimberly Dominic, dated February 23, 2001, recorded March 20, 2001, in Official Record Book 3379, Page 1325, Public Records of Lee County, Florida.

NOTE(4): Mortgage executed by Michael J. O'Donnell, a single man, in favor of SouthTrust Mortgage Corporation, dated April 5, 2002, recorded April 17, 2002, in Official Record Book 3624, Page 4208, 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: 120
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0190

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this __ day of _____, 20___, by and between **MICHAEL J. O'DONNELL**, Owner, whose address is 16945 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**, Michael J. O'Donnell, Grantor, has caused this document to be signed on the date first above written.

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

Clayton Best
1st WITNESS Signature

Clayton Best
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Michael O'Donnell
MICHAEL J. O'DONNELL, Grantor

**STATE OF** Florida )
)
**COUNTY OF** Lee )

The foregoing instrument was acknowledged before me this 19th day of December, 2002 by Michael J. O'Donnell, who ~~is personally known to me or~~ has
(name of person acknowledged)
produced FL Driver License 391-0 as identification.
(type of identification)

Joseph Keith Gomez
Signature of Notary Public

(SEAL)

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

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

# Exhibit "A"
(Cottage Point)

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

# Division of County Lands

**Ownership Only Search**
Search No. 22344
Date: December 3, 2002
Parcel: 144
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.0400

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

**Subject Property:** Lot 40, Block G, COTTAGE POINT, according to the plat thereof on file and recorded in the Office of the Circuit Court recorded in Deed Book 259, Page 224, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Dennis W. Plowman**

by that certain instrument dated June 15, 2001, recorded July 12, 2001, in Official Record Book 3449, Page 595, 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 1055, Public Records of Lee County, Florida.

NOTE (3): Mortgage executed by Dennis W. Plowman, an unmarried man, in favor of GMAC Mortgage Corporation, dated July 5, 2001, recorded July 12, 2001, in Official Record Book 3449, Page 596, 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: 144
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0400

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this __ day of _____, 20___, by and between **DENNIS W. PLOWMAN, a single person**, Owner, whose address is 13131 Cajuput Drive, Fort Myers, Florida 33908, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, DENNIS W. PLOWAN, Grantor, has caused this document to be signed on the date first above written.

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

Darlene F. Cook-Bandy
1st WITNESS Signature

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

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Dennis Plowman
DENNIS W. PLOWMAN, Grantor

**STATE OF** Florida )
)
**COUNTY OF** LEE )

The foregoing instrument was acknowledged before me this 19th day of November, 2002, by Dennis W. Bowman, who ~~is personally known to me or~~
(name of person acknowledged)
has produced Driver License as identification.
(type of identification)

Joseph Keith Gomez
Signature of Notary Public

(SEAL)

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

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

# Exhibit "A"
(Cottage Point)

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

# Division of County Lands

**Ownership Only Search**
Search No.22355
Date: December 5, 2002
Parcel: 155
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.0270

Effective Date: November 23, 2002, at 5:00 p.m.

**Subject Property:** Lot 27, Block G, Cottage Point, an unrecorded subdivision according to the map or Plat thereof recorded in Deed Book 259, Page 224, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Ruth M. Gibbons and Richard J. Mei, as joint tenants with full rights of survivorship.***

by that certain instrument dated February 6, 1996, recorded February 19, 1996, in Official Record Book 2677, Page 3569, 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 April 17, 1981 in Official Record Book 1595, Page 720, 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 2428, Page 220, 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: 155
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0270

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this __ day of _____, 20___, by and between **RUTH M. GIBBONS and RICHARD J. MEI, a/k/a RICHARD MEI,** Owners, whose address is 13120 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,** RUTH M. GIBBONS and RICHARD J. MEI, Grantor, has caused this document to be signed on the date first above written.

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

Bonnie Mei
1st WITNESS Signature

BONNIE MEI
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Ruth M. Gibbons
RUTH M. GIBBONS, Grantor

1st WITNESS Signature

L. GRENWOOD
Printed name of 1st Witness

2nd WITNESS Signature

BONNIE MEI
Printed name of 2nd Witness

Joseph Keith Gomez (Witness)

RICHARD J. MEI, a/k/a RICHARD MEI, Grantor

**STATE OF** Florida )
)
**COUNTY OF** Lee )

The foregoing instrument was acknowledged before me this 27th day of November, 2002, by Ruth M. Gibbons and Richard J. Mei, who ~~are personally known to me or~~
(names of persons acknowledged)
have produced Drivers Licenses (0174) RM-JZ as identification.
(type of identification) (9260) FL-RM

Signature of Notary Public

(SEAL)

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

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

# Exhibit "A"
(Cottage Point)

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

# Division of County Lands

**Ownership Only Search**
Search No.22358
Date: December 5, 2002
Parcel: 158
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.0300

Effective Date: November 23, 2002, at 5:00 p.m.

**Subject Property:** Lot 30, Block G, COTTAGE POINT SUBDIVISION, unrecorded subdivision, according to the plat thereof 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:

***Bruce W. Fulkerson***

by that certain instrument dated January 25, 1999, recorded January 28, 1999, in Official Record Book 3069, Page 1104, 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 1079, Public Records of Lee County, Florida.

**Tax Status:** *Tax certificates 31-032515 and 02-032784 outstanding for taxes for 2000 and 2001; taxes for 2002 are now due and payable.*
*(The end user of this report is responsible for verifying tax and/or assessment information.)*

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

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 158
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0300

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this __ day of _____, 20___, by and between **BRUCE W. FULKERSON, a single man**, Owner, whose address is 11370 Dogwood Lane, Fort Myers, FL 33931, 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,** Bruce W. Fulkerson, Grantor, has caused this document to be signed on the date first above written.

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

William McReynolds
1st WITNESS Signature

William McReynolds
Printed name of 1st Witness

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Bruce W. Fulkerson
BRUCE W. FULKERSON, Grantor

**STATE OF** Florida )
)
**COUNTY OF** Lee )

The foregoing instrument was acknowledged before me this 27th day of November, 2002, by Bruce W. Fulkerson, who ~~is personally known to me or~~ has
(name of person acknowledged)
produced In. Driver License (3352) as identification.
(type of identification)

Joseph Keith Gomez
Signature of Notary Public

(SEAL)

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

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

# Exhibit "A"
(Cottage Point)

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

# Division of County Lands

**Ownership Only Search**
Search No. 22360
Date: December 9, 2002
Parcel: 160
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.0320

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

**Subject Property:** Lot 32, Block G, Cottage Point Subdivision, according to the plat thereof recorded in Plat Book 9, Page 133, of the Public Records of Lee County, Florida, and according to the map or plat attached to the deed recorded in Deed Book 259, at Page 224, of the Lee County Public Records.

Title to the subject property is vested in the following:

***Velma Jean Coulter***

by that certain instrument dated June 9, 1997, recorded August 22, 1997, in Official Record Book 2859, Page 2092, 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 230, 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: 160
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0320

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this 09 day of DEC, 2002, by and between **VELMA JEAN COULTER,** Owner, whose address is 118 Duncan Drive, Butler, PA 16001, 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,** Velma Jean Coulter, Grantor, has caused this document to be signed on the date first above written.

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

Eileen Peters
1st WITNESS Signature

Eileen Peters
Printed name of 1st Witness

Kelly L. Keene
2nd WITNESS Signature

KELLY L. KEENE
Printed name of 2nd Witness

Velma Jean Coulter
VELMA JEAN COULTER, Grantor

**STATE OF** _____)
)
**COUNTY OF** _____ )

The foregoing instrument was acknowledged before me this 09 day of DEC, 2002, by VELMA JEAN COULTER, who is personally known to me or has
(name of person acknowledged)
produced PA DL #10119757 as identification.
(type of identification)

Diana L Elford
Signature of Notary Public

(SEAL)

DIANA L ELFORD
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

NOTARIAL SEAL
DIANA L. ELFORD, NOTARY PUBLIC
BUTLER TWP., COUNTY OF BUTLER
MY COMMISSION EXPIRES NOVEMBER 12, 2005

# 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. 22362
Date: December 4, 2002
Parcel: 162
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.0340

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

**Subject Property:** Lot 34, Block G, COTTAGE POINT SUBDIVISION, according to the plat attached to deed recorded in Deed Book 259, Page 222, etc., Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Edwin H. Noyes and Catherine M. Noyes, husband and wife**

by that certain instrument dated June 6, 1995, recorded October 3, 1995, in Official Record Book 2639, Page 4087, 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 Book 2428, Page 224, 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: 162
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0340

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

**THIS SPACE FOR RECORDING**

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GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this 6 day of December, 2002 by and between **EDWIN H. NOYES and CATHERINE M. NOYES, husband and wife,** Owners, whose address is 4240 Adams Circle, Wayne, MI 48184, 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**, Edwin H. and Catherine M. Noyes, Grantor, has caused this document to be signed on the date first above written.

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

Lonie J. Erdman
1st WITNESS Signature

Lonie J. Erdman
Printed name of 1st Witness

Patricia S Grego
2nd WITNESS Signature

PATRICIA S GREGO
Printed name of 2nd Witness

Edwin H. Noyes
EDWIN H. NOYES, Grantor

Lonie J. Erdman
1st WITNESS Signature

Lonie J. Erdman
Printed name of 1st Witness

Patricia Grygo
2nd WITNESS Signature

PATRICIA S. GRYGO
Printed name of 2nd Witness

Catherine M. Noyes
CATHERINE M. NOYES, Grantor

**STATE OF** MI )
)
**COUNTY OF** Wayne )

The foregoing instrument was acknowledged before me this 6 day of December, 2002, by Edwin H. Noyes and Catherine M Noyes, who are personally known to me or
(names of persons acknowledged)
have produced MI Drivers License as identification.
(type of identification)

Lonie J. Erdman
Signature of Notary Public

(SEAL)

LONIE J ERDMAN
Notary Public, Wayne County, MI
My Commission Expires Jul 31, 2004

LONIE J ERDMAN
Notary Public, Wayne County, MI
My Commission Expires Jul 31, 2004

(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. 22363
Date: December 11, 2002
Parcel: 163 12
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.0350

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

**Subject Property:** Lot 35, 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 map or plat attached to and made a part of Deed recorded in Deed Book 259, Page 224, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Leroy N. Fose and Lois M. Fose, husband and wife**

by that certain instrument dated May 18, 1989, recorded February 27, 1990, in Official Record Book 2131, Page 473, 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 February 23, 1983, in Official Record Book 1659, Page 2296, 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, Florida recorded in Official Record Book 2414, Page 1083, 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: 163
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0350

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 **LEROY N. FOSE and LOIS M. FOSE, husband and wife,** Owners, whose address is 13200 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,** Leroy N. Fose and Lois M. Fose, Grantor, has caused this document to be signed on the date first above written.

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

Darlene F. Cook-Bandy
1st WITNESS Signature

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

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Leroy N. Fose
LEROY N. FOSE, Grantor

Darlene F. Cook-Bandy
1st WITNESS Signature

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

Joseph Keith Gomez
2nd WITNESS Signature

Joseph Keith Gomez
Printed name of 2nd Witness

Lois M. Fose
LOIS M. FOSE, Grantor

COPY

**STATE OF** Florida )
)
**COUNTY OF** Lee )

The foregoing instrument was acknowledged before me this 6th day of December, 2002, by Leroy N. Fose and Lois M. Fose, who ~~are personally known to me~~ or
(names of persons acknowledged)
have produced Drivers Licenses as identification.
(type of identification)

Joseph Keith Gomez
Signature of Notary Public

(SEAL)

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

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

# Exhibit "A"

*(Cottage Point)*

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