Lee County Board of County Commissioners
Agenda Item Summary **Blue Sheet No. 20030133**

1. REQUESTED MOTION:

ACTION REQUESTED: Accept Parcels 125, 136, 145 and 161, 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 C6I
COMMISSION DISTRICT #: 3

3. MEETING DATE: 02-18-2003

4. AGENDA:	5. REQUIREMENT/PURPOSE:	6. REQUESTOR OF INFORMATION
X CONSENT	(Specify)	A. COMMISSIONER
ADMINISTRATIVE	STATUTE 125.01(1)(q)	B. DEPARTMENT Independent
APPEALS	ORDINANCE 98-25	C. DIVISION County Lands
PUBLIC	ADMIN.	BY: Karen L. W. Forsyth, Director
WALK ON	OTHER RSN 02-08-42	
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 125 - Stanko & Zorka Garbin
Parcel 145 - David J. & Julie A. Keating
Parcel 136 - Anthony N. & Catherine A. Lavorgna
Parcel 161 - Donald D. & Phyllis M. Everly

The original documents are in the files of County Lands and will be recorded upon approval by the Board of County Commissioners. There remains 10 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		2-3-03	2/6/03	2/6/03	2/6/03	2/6/03	1-6-03

10. COMMISSION ACTION:
APPROVED
DENIED
DEFERRED
OTHER

Rec. by CoAtty
Date: 2/3/03
Time: 9:00 am
Forwarded to: CO. ADM. 2/5/03 4PM

RECEIVED BY COUNTY ADMIN. EW
2-5-03
4:40
COUNTY ADMIN. FORWARDED TO: PP
2/11/03

Division of County Lands

Ownership Only Search
Search No. 22329
Date: December 11, 2002
Parcel: 125
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.0130

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

Subject Property: Lot 13, Block G, of the 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 113, and according to the map or plat thereof attached to and made a part of Deed recorded in Deed Book 259, at Page 224, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Stanko Garbin and Zorka Garbin, husband and wife

by that certain instrument dated April 9, 1990, recorded April 11, 1990, in Official Record Book 2141, Page 3109, 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 1075, Public Records of Lee County, Florida.

Note (3): Fort Myers Beach/Iona-McGregor Wastewater Collection System Assessment due and payable in the current amount of $1,432.51, good through December 31, 2002.

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

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

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 125
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0130

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 **STANKO GARBIN and ZORKA GARBIN,** Owners, whose address is 1014 N. Black Horse Pike, Blackwood, NJ 08012, 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.

COPY

IN WITNESS WHEREOF, STANKO GARBIN, Grantor, has caused this document to be signed on the date first above written.

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

1st WITNESS Signature

STANLEY KOLUMBIC
Printed name of 1st Witness

2nd WITNESS Signature

THOMAS M. FAILLE
Printed name of 2nd Witness

STANKO GARBIN, Grantor

1st WITNESS Signature

STANLEY KOLUMBIC
Printed name of 1st Witness

2nd WITNESS Signature

THOMAS M. FAILLE
Printed name of 2nd Witness

ZORKA GARBIN, Grantor

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 31 day of ~~JAN.~~ DEC RMC 2002 by ZORKA GARBIN STANKO GARBIN who are personally known to me or
(names of persons acknowledged)
have produced N/A as identification.
(type of identification)

(SEAL)

Signature of Notary Public

RICHARD M CAIN
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Richard M. Cain
Commission #DD146949
Expires: Oct 09, 2006
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.

COPY

Division of County Lands

Ownership Only Search
Search No.22339
Date: December 5, 2002
Parcel: 136
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.0020

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

Subject Property: Lot 2, Block G, COTTAGE POINT SUBDIVISION, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court, recorded in Deed Book 259, Pages 222 through 226, of the Public records of Lee County, Florida.

Title to the subject property is vested in the following:

Anthony N. Lavorgna and Catherine A. Lavorgna, husband and wife.

by that certain instrument dated July 19, 1994, recorded July 27, 1994, in Official Record Book 2522, Page 3337, 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 1134, Public Records of Lee County, Florida.

NOTE(3): Deed recorded July 27, 1994 in Official Record Book 2522, Page 3337, Public Records of Lee County, Florida, contains insufficient witnesses for three of the grantors and no acknowledgment for one of the grantors. 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:
DIVISION OF COUNTY LANDS
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 136
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0020

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 20th day of December, 2002, by and between **ANTHONY N. LAVORGNA and CATHERINE A. LAVORGNA, husband and wife,** Owners, whose address is 60 Osgood Avenue, Mexico, ME 04257, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Anthony N. Lavorgna, Grantor, has caused this document to be signed on the date first above written.

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

Susan Cassidy
1st WITNESS Signature

SUSAN CASSIDY
Printed name of 1st Witness

Wendy M. Martin
2nd WITNESS Signature

Wendy M. Martin
Printed name of 2nd Witness

Anthony N. Lavorgna
ANTHONY N. LAVORGNA, Grantor

Susan Cassidy
1st WITNESS Signature

SUSAN CASSIDY
Printed name of 1st Witness

Wendy M Martin
2nd WITNESS Signature

Wendy M. Martin
Printed name of 2nd Witness

Catherine A. Lavorgna
CATHERINE A. LAVORGNA, Grantor

STATE OF Maine)
)
COUNTY OF Oxford)

The foregoing instrument was acknowledged before me this 20th day of December, 2002, by Sarah E. Broughton, who are personally known to me or
(names of persons acknowledged)
have produced _____ as identification.
(type of identification)

Sarah E. B
Signature of Notary Public

(SEAL)

Sarah E. Broughton
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

SARAH E. BROUGHTON
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES JULY 8, 2006

STATE OF Maine)
)
COUNTY OF Oxford)

The foregoing instrument was acknowledged before me this 20th day of December, 2002 by Anthony N. Lavorgna and Catherine A. Lavorgna, who are personally known to me or
(names of persons acknowledged)
have produced _____ as identification.
(type of identification)

Signature of Notary Public

(SEAL)

Sarah E. Broughton
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

SARAH E. BROUGHTON
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES JULY 8, 2006

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. 22345
Date: January 8, 2003
Parcel: 145
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.0410

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

Subject Property: Lot 41, Block G, COTTAGE POINT, a subdivision according to the plat thereof, as recorded in Deed Book 259, at Pages 222 through 226, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

David J. Keating & Julie A. Keating, husband and wife

by that certain instrument dated December 4, 2002, recorded December 19, 2002, in Official Record Book 3803, Page 4051, Public Records of Lee County, Florida.

Note (1): Grant of Perpetual Sewer Easement to Lee County, recorded in Official Record 2413, Page 1043, Public Records of Lee County, Florida.

Note (2): Mortgage executed by Julie A. Keating and David J. Keating, husband and wife, in favor of First Community Bank of Southwest Florida, dated December 4, 2002, recorded December 19, 2002, in Official Record Book 3803, Page 4067, Public Records of Lee County, Florida.

Note (3): Assignment of Rents between Julie A. Keating and David J. Keating, husband and wife, and First Community Bank of Southwest Florida, dated December 4, 2002, recorded December 19, 2002 in Official Record Book 3803, Page 4073, 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: 145
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0410

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

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this __ day of _____, 20___, by and between **DAVID J. KEATING and JULIE A. KEATING, husband and wife,** Owners, whose address is 16280 Arbor Ridge 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, David J. and Julie A. Keating, Grantor, has caused this document to be signed on the date first above written.

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

Joseph Keith Gomez
1st WITNESS Signature

Joseph Keith Gomez
Printed name of 1st Witness

Darlene F. Cook-Bandy
2nd WITNESS Signature

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

DAVID J. KEATING, Grantor

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 19th day of December, 2002, by David J. Keating, who ~~is personally known to me or~~
(name of person acknowledged)
has produced Fl 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)

Joseph Keith Gomez
1st WITNESS Signature

Julie A. Keating
JULIE A. KEATING, Grantor

Joseph Keith Gomez
Printed name of 1st Witness

Darlene F. Cook-Bandy
2nd WITNESS Signature

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

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 19th day of December, 2002, by Julie A. Keating, who ~~is personally known to me or~~
(name of person acknowledged)
has produced Fl 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.22361
Date: December 3, 2002
Parcel: 161
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.0330

Effective Date: November 22, 2002, at 5:00 p.m.

Subject Property: Lot 33, Block G. Cottage Point Subdivision, according to the plat hereof 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, Page 224, of the Lee County Public Records.

Title to the subject property is vested in the following:

Donald D. Everly and Phyllis M. Everly, husband and wife.

by that certain instrument dated November 12, 1997, recorded November 14, 1997, in Official Record Book 2888, Page 2691, 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: 2001 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: 161
Project: Cottage Point MSBU
STRAP No.: 02-46-23-02-0000G.0330

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 **DONALD D. EVERLY and PHYLLIS M. EVERLY, husband and wife, as a tenancy by the entireties**, Owners, whose address is 102 Everly Lane, Chichora, PA 16025, 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, Donald D. Everly and Phyllis M. Everly, Grantor, has caused this document to be signed on the date first above written.

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

Joseph Keith Gomez
1st WITNESS Signature

Joseph Keith Gomez
Printed name of 1st Witness

Darlene F. Cook-Bandy
2nd WITNESS Signature

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

Donald D. Everly
DONALD D. EVERLY, Grantor

STATE OF Florida)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 6th day of December, 2002, by Donald D. Everly, who ~~is personally known to me or~~
(name of person acknowledged)
has produced Driver License (5144) 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.

(The remainder of this page intentionally left blank.)

1st WITNESS Signature

RICHARD J. CORDTS
Printed name of 1st Witness

2nd WITNESS Signature

Philip E. Geibel
Printed name of 2nd Witness

PHYLLIS M. EVERLY, Grantor

STATE OF PA)
)
COUNTY OF Butler)

The foregoing instrument was acknowledged before me this 07th day of January, 2003, by Phyllis M Everly, who is personally known to me or
(name of person acknowledged)
has produced PA DL as identification.
(type of identification)

(SEAL)

Signature of Notary Public

DARRIN J NICHTER
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Notarial Seal
Darrin J. Nichter, Notary Public
Center Twp., Butler County
My Commission Expires Mar. 6, 2004
Member, Pennsylvania Association of Notaries

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.