

This Instrument Prepared by:

Department of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398

ORIGINAL

Project No.: 7094/Work Drive Waterline Project
Parcel No.: 109-UE
STRAP No.: Easement in Part of 30-44-25-P2-0040A.004D

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT
and AGREEMENT

This Grant of Perpetual Public Utility Easement ("Easement"), is made and entered into this ___ day of _____, 2019, between the **Wayne M. Jurick, Sr. and Ralph F. Sites, Sr.**, whose address is 8207 Katanga Court, Fort Myers, FL 33916, (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 "*County*");

WITNESSETH

1. For and in consideration of the sum of Ten and xx/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and transfers to the County, its successors and assigns, the use of a perpetual public waterline utility easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" ("*Easement Area*"), and depicted within attached Exhibit "B".
2. County, 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, but not be limited to: water systems with all appurtenances thereto, to be located on, under, above, across, through and within the Easement Area, with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within Easement Area, 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 County's use of the Easement Area.
3. The public utility facilities will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. Easement Area is to be

reserved for the public utility lines, mains, or other appurtenant facilities and for any walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed within the Easement Area at any time, present or future, by Grantor, or its successors or assigns.

4. Title to any public utility facilities constructed hereunder will remain in the County, County's successors, assigns, or the public utility providing the service.
5. Subject to any 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 Easement Area as described in attached Exhibit "A", has good and lawful right and power to convey an easement interest to County, and that the real 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 Easement and the quiet possession thereof against all claims and demands of all other entities.
6. Grantor, its 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 County for any construction, maintenance or repairs to the utilities located within the Easement Area.
7. County will have a reasonable right of access across Grantor's property for the purpose of reaching the Easement Area on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the Easement Area or the construction, maintenance, or repairs located within the Easement Area will be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.
8. By acceptance of this Easement, the County assumes no responsibility for ownership or maintenance of any associated roads or drainage rights-of-way. The Easement is strictly for utility purposes.
9. County has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area.
10. THIS EASEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Grantor, has caused this Easement to be signed intending to be bound as of the date first above written.

Signed, sealed and delivered in our presence as witnesses:

Ela Capps
[1st Witness' Signature]

ELAINE Capps
[Type or print name]

Joseph Keith Gomez
[2nd Witness' Signature]

Joseph Keith Gomez
[Type or print name]

STATE OF FL.
COUNTY OF Lee

Grantor:

By:

Wayne M. Jurick, Sr.

The foregoing was acknowledged before me this 16th day of JANUARY, 2019, by Wayne M. Jurick, Sr. He is ~~personally known to me or he has produced the~~ following as identification: FL Dr. License.



JOSEPH KEITH GOMEZ
MY COMMISSION # FF 952316
EXPIRES: March 31, 2020
Bonded Thru Budget Notary Services

Joseph Keith Gomez
Notary Public
[Affix stamp/seal]

Lora J. Effing
[1st Witness' Signature]

Lora J. Effing
[Type or print name]

Carolyn S. Dennis
[2nd Witness' Signature]

CAROLYN S. DENNIS
[Type or print name]

STATE OF FL.
COUNTY OF Lee

Grantor:

By: Ralph F. Sites, Sr.
Ralph F. Sites, Sr.

The foregoing was acknowledged before me this 24 day of January, 2019, by Ralph F. Sites, Sr. He is personally known to me or he has produced the following as identification: D/L



LAURA BARTLING
MY COMMISSION # FF 999914
EXPIRES: June 20, 2020
Bonded Thru Budget Notary Services

[Signature]
Notary Public
[Affix stamp/seal]

Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____, 2019.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

BY: _____

[Signature]

[Type or Print Name]
Deputy Clerk

[Type or print name]
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____

John J. Fredyma
Senior Assistant County Attorney
Lee County Attorney's Office

Exhibit "A"

(Page 1 of 1)

The westerly 15 feet of the following described property:

A tract or parcel of land in Lot 4, Block "A" of Southside Industrial Park, a subdivision as recorded in Plat Book 28, Pages 153 and 154 of the Lee County, Florida public records, which is described as follows: From the Northwest corner of said Lot 4, thence North 89°34'17" East along the north boundary of said Lot 4, for 176.93 feet; thence South 0°17'03" East for 344.55 feet to the Point of Beginning; thence continue South 0°17'03" East for 230.0 feet; thence North 89°42'57" East for 176.93 feet; thence North 0°17'03" West for 230.0 feet; thence South 89°42'57" West for 176.93 feet to the Point of Beginning.

Said property being that portion of the Katanga Court ingress-egress easement located within Lots 19 and 20, as depicted in attached Exhibit "B".

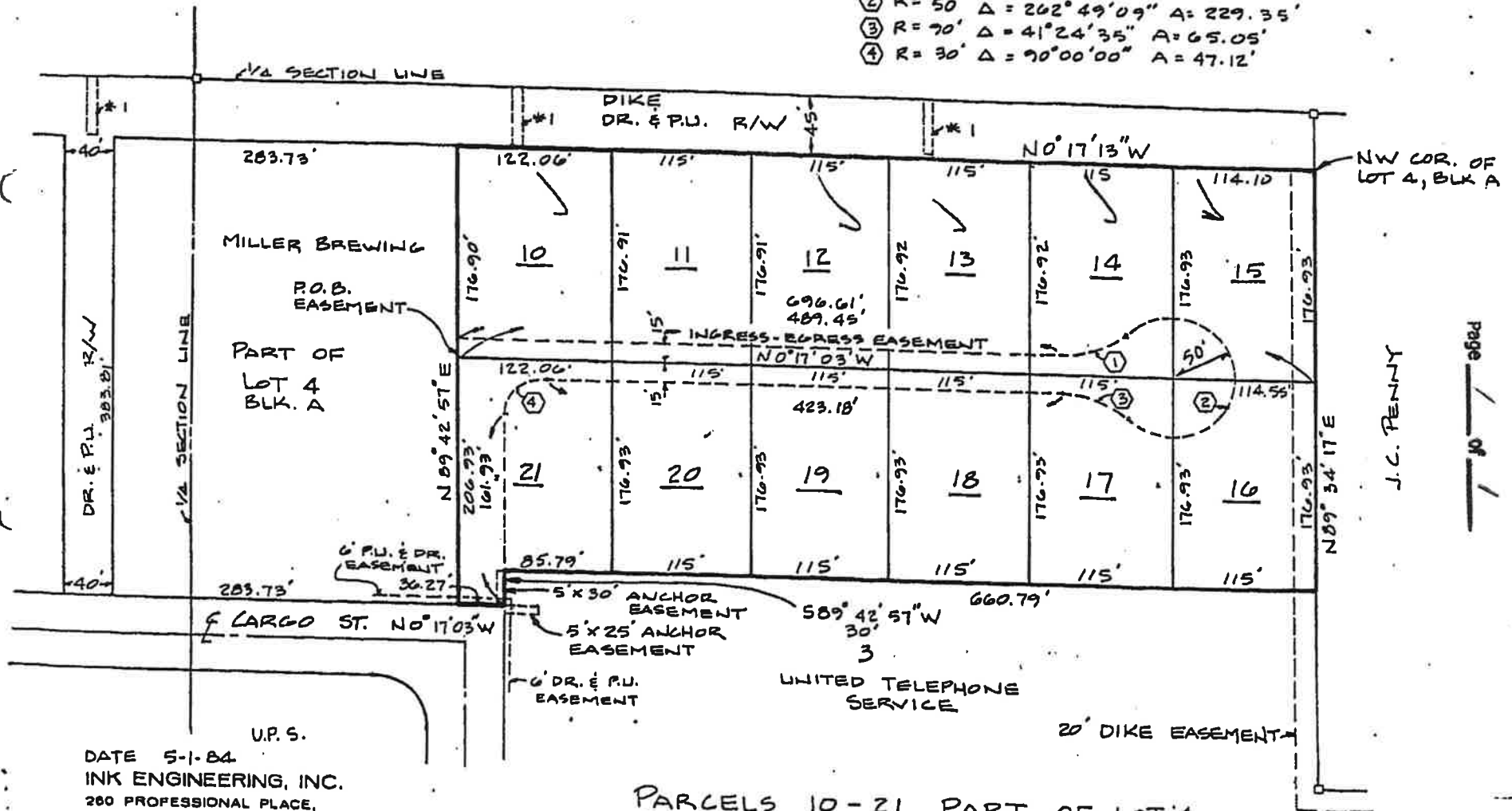
NOTE

1. #3 F.P. & L. CO. POLE & GUY EASEMENT DEED 227, PG 451 AND DEED 229, PG 356
2. PARCELS 10-21 ARE PART OF LOT 4, BLK. A

SCALE 1"=100'

N

- ① R=70' Δ=41°24'35" A=65.05'
- ② R=50' Δ=262°49'09" A=229.35'
- ③ R=70' Δ=41°24'35" A=65.05'
- ④ R=30' Δ=90°00'00" A=47.12'



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Exhibit B

DATE 5-1-84
INK ENGINEERING, INC.
280 PROFESSIONAL PLACE,
NORTH FORT MYERS, FLORIDA
JOB #. 2485-A-4-10-21

PARCELS 10-21, PART OF LOT 4,
BLK. A SOUTHSIDE INDUSTRIAL PARK
PB 28 PG 153 & 154