This Instrument Prepared By:

Village of Estero

9401 Corkscrew Palms Circle

Estero, FL 33928

Strap Number(s):

29-46-25-E4-0100I.00CE

THIS SPACE RESERVED FOR RECORDING

**GRANT OF TEMPORARY UTILITY CONSTRUCTION EASEMENT**

**TO VILLAGE OF ESTERO (Two Years)**

THIS INDENTURE is made and entered into this       day of       20     , by and between Estero Heights Improvement Association, Inc., Owner, whose address is P.O. Box 1023, Estero, FL 33928 hereinafter referred to as GRANTOR, and the VILLAGE OF ESTERO, a political sub-division of the State of Florida, whose address is 9401 Corkscrew Palms Circle, Estero, FL 33928, hereinafter referred to as the VILLAGE.

**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 VILLAGE, its successors and assigns, a temporary construction easement situated in Lee County, Florida, located and described as set forth in Exhibit “A”, attached hereto and made a part hereof. The duration of this temporary construction easement shall be two years (twenty-four months), starting with the day the construction contractor first utilizes the easement.

2. The VILLAGE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described in attached Exhibit “A”, with the additional right, privilege and authority to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the construction of lines, mains and/or utility facilities.

3. The temporary construction easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this temporary construction easement is reserved for construction of utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this temporary construction easement while it is in effect, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by the VILLAGE or its agents will become the property of LEE COUNTY, or its successors, appointees, and/or assigns.

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(S) covenant that they are lawfully seized and possessed of the described real property in attached Exhibit “A”, have good and lawful right and power to sell and convey it, and that the property is free of liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by the VILLAGE against all claims and demands of all other entities.

6. GRANTOR, its heirs, successors or assigns, agree to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhands, or any other structures or portions of structures subsequently constructed by GRANTOR in violation of paragraph 3 within the above easement, which result from the required activities of the VILLAGE for the construction of the utilities located within the above-described easement.

7. The VILLAGE 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 VILLAGE while acting within the scope of the official’s or employee’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. Where necessary, the VILLAGE will have reasonable right of access across GRANTOR’s property for the purposes of reaching the described easement in attached 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 or the construction, maintenance, or repairs located within the described easement shall be restored by the VILLAGE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the VILLAGE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

11. This easement is accompanied by an Easement Agreement in the attached Exhibit “B”.

**(Balance of Page Left Intentionally Blank)**

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

BY:

[1ST Witness’ Signature] [Signature Grantor’s/Owner’s]

      Steven Wojcechowsky

[Type or Print Name] [Type or Print Signatory’s Name]

Board President

[2nd Witness’ Signature] [Signatory’s Title]

      Estero Heights Community Assoc.

[Type or Print Name] [Company Name]

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was signed and acknowledged before me by means of  physical presence or  on-line notarization, this       day of       20     , by

who produced the following as identification

or is personally known to me, and who did/did not take an oath.

[Stamp or Seal]

[Signature of Notary]

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

ATTEST: VILLAGE OF ESTERO COUNCIL

CAROL SACCO, CLERK ESTERO, FLORIDA

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clerk Mayor/Designee

APPROVED AS TO FORM FOR THE

RELIANCE OF VILLAGE OF ESTERO ONLY

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Village Attorney

Attachment: Exhibit “A” - Legal Description/Sketch of Temporary Utility Construction Easement