

This Document was Prepared By:
Richard D. Yovanovich, Esquire
Goodlette, Coleman & Johnson, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

Termination of a Portion of a Waterline Easement and Creation of Replacement Waterline Easement Agreement

This Termination of Waterline Easement and Creation of Replacement Waterline Easement Agreement ("Agreement") is made this ____ day of June, 2003, by The Halstatt Partnership, a Florida General Partnership, ("Halstatt" or "Grantor") and the City of Naples, a municipal corporation under the laws of the State of Florida ("City" or "Grantee").

W I T N E S S E T H

WHEREAS, Halstatt is the owner of the land legally described in Exhibit "A", attached hereto and made a part hereof (collectively the "Burdened Property"); and

WHEREAS, on May 5, 1997, Halstatt granted to City a Waterline Easement over a portion of the Burdened Property recorded in Official Records Book 2312, Pages 1408 through Page 1414 of the Public Records of Collier County, Florida, a copy of which is attached hereto and marked as Exhibit "B" (the "Existing Easement"); and

WHEREAS, Halstatt and City desire to terminate a portion of the Existing Easement and replace the terminated portion with a replacement waterline easement in favor of City; and

WHEREAS, the terminated portion of the Existing Easement ("Terminated Portion") is more fully described in Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, the replacement waterline easement area ("Replacement Easement") is more fully described in Exhibit "D" attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Termination of a Portion of Existing Easement. The Terminated Portion is hereby terminated and of no further force and effect.

3. Grant of Replacement Easement. Halstatt hereby grants to City, its successors and assigns, a perpetual, non-exclusive waterline easement to enter upon and to install and maintain waterline facilities on, over, across and through the Replacement Easement Area.

4. Binding Effect. The Replacement Easement shall run with the legal title to the Burdened Property and shall be binding on and shall inure to the benefit of the parties hereto, the respective grantees, successors, assigns and successors in title (or other third party).

IN WITNESS WHEREOF, the parties have executed this Termination of Portion of Waterline Easement and Creation of Replacement Waterline Easement Agreement as of the day and year first above written.

(THIS SPACE INTENTIONALLY LEFT BLANK)

Signed, sealed and delivered
In the presence of:

THE HALSTATT PARTNERSHIP,
a Florida general partnership

BY: LLOYD G. HENDRY, HAROLD S.
LYNTON, and JULIET C. SPROUL, as
Trustees of the Edith Collier Sproul Trust
under Agreement dated December 29,
1969, and as confirmed by Agreement of
Termination of Trusteeship dated June 7,
1982, PARTNER.

Witness

LLOYD G. HENDRY, as Trustee

Print Name

Witness

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by LLOYD G. HENDRY, AS TRUSTEE, for Edith Collier Sproul Trust under Agreement dated December 29, 1969, and as confirmed by Agreement of Termination of Trusteeship dated June 7, 1982, PARTNER, on behalf of said Florida Partnership, who is personally known to me and who did take an oath.

(Seal)

Notary Public
My Commission Expires:

Witness

HAROLD S. LYNTON, as Trustee

Print Name

Witness

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by HAROLD S. LYNTON, AS TRUSTEE, for Edith Collier Sproul Trust under Agreement dated December 29, 1969, and as confirmed by Agreement of Termination of Trusteeship dated June 7, 1982, PARTNER, on behalf of said Florida Partnership, who is personally known to me and who did take an oath.

(Seal)

Notary Public
My Commission Expires:

Witness

JULIET C. SPROUL, as Trustee

Print Name

Witness

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by JULIET C. SPROUL, AS TRUSTEE, for Edith Collier Sproul Trust under Agreement dated December 29, 1969, and as confirmed by Agreement of Termination of Trusteeship dated June 7, 1982, PARTNER, on behalf of said Florida Partnership, who is personally known to me and who did take an oath.

(Seal)

Notary Public
My Commission Expires:

By: KATHERINE G. SPROUL, JULIET A. SPROUL, and JENNIFER S. SULLIVAN, as Trustees for JULIET C. SPROUL under the Will of Barron Collier, Jr., deceased, and as confirmed by Change of Trustees dated January 1, 2002 and filed March 5, 2002, in Official Records Book 2992, page 2016, of the Public Records of Collier County, Florida, PARTNER.

Witness

KATHERINE G. SPROUL, as Trustee

Print Name

Witness

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by KATHERINE G. SPROUL, AS TRUSTEE, for Juliet C. Sproul under the Will of Barron Collier, Jr. deceased, and as confirmed by Change of Trustees dated January 1, 2002 and filed March 5, 2002, in Official Records Book 2992, page 2016, of the Public Records of Collier County, Florida, PARTNER, on behalf of said Florida Partnership, who is personally known to me and who did take an oath.

(Seal)

Notary Public
My Commission Expires:

Witness

JULIET A. SPROUL, as Trustee

Print Name

Witness

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by JULIET A. SPROUL, AS TRUSTEE, for Juliet C. Sproul under the Will of Barron Collier, Jr. deceased, and as confirmed by Change of Trustees dated January 1, 2002 and filed March 5, 2002, in Official Records Book 2992, page 2016, of the Public Records of Collier County, Florida, PARTNER, on behalf of said Florida Partnership, who is personally known to me and who did take an oath.

(Seal)

Notary Public
My Commission Expires:

Witness

JENNIFER S. SULLIVAN, as Trustee

Print Name

Witness

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by JENNIFER S. SULLIVAN, AS TRUSTEE, for Juliet C. Sproul under the Will of Barron Collier, Jr. deceased, and as confirmed by Change of Trustees dated January 1, 2002 and filed March 5, 2002, in Official Records Book 2992, page 2016, of the Public Records of Collier County, Florida, PARTNER, on behalf of said Florida Partnership, who is personally known to me and who did take an oath.

(Seal)

Notary Public
My Commission Expires:

GRANTEE:

Witnesses:

THE CITY OF NAPLES,
a municipal corporation under the laws
of the State of Florida

(Sign)

By: _____

(Print)

Print Name: Bonnie McKenzie

Its: Mayor

(Sign)

(Print)

ATTEST:

Tara Norman
City Clerk

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared Bonnie McKenzie, known to me and known by me to be the Mayor of The City of Naples, a municipal corporation under the laws of the State of Florida, and who acknowledged before me that she executed the foregoing as such officer for and on behalf of said corporation. He/she is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2003.

Notary Public

Printed Name: _____

My Commission Expires:

(Official Seal)