

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 5/21/08

Division: Engineering

Bulk Item: Yes X No

Department: Engineering

Staff Contact Person/Phone #: Judy Clarke X4329

AGENDA ITEM WORDING: Approval of utility easements with Florida Keys Electric Cooperative Association and Bellsouth Telecommunications on a portion of St. Croix Place in Key Largo.

ITEM BACKGROUND: The utility easements are required in order to abandon a portion of St. Croix Place in Key Largo that is adjacent to Key Largo Community Park.

PREVIOUS RELEVANT BOCC ACTION:

BOCC approved Resolution no. 415-2007 on November 14, 2007, that set the date, time and place for a public hearing concerning the proposed abandonment of a portion of St. Croix Place; BOCC approved Resolution no. 483-2007 on November 14, 2007 that renounced and disclaimed any right of the County and the public to the portion of St. Croix Place proposed to be abandoned.

CONTRACT/AGREEMENT CHANGES: NA

STAFF RECOMMENDATIONS: Approval of utility easements as stated above.

TOTAL COST: 0

BUDGETED: Yes X No

COST TO COUNTY: 0

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included X Not Required _____


DISPOSITION: _____

AGENDA ITEM # _____



**Engineering Division
MEMORANDUM**

To: The Monroe County Board of County Commissioners

From: David S. Koppel, P.E.
Division Director, Engineering 

Date: May 5, 2008

Re: Approval of Utility Easements, St. Croix Place, Key Largo

The Engineering Division is requesting approval of utility easements for Florida Keys Electric Cooperative Association (FKEC) and Bellsouth Telecommunications (Bellsouth) on a portion of St. Croix Place in Key Largo.

The Engineering Division requested abandonment of a portion of St. Croix Place that is between Key Largo Community Park and a County owned parcel across the street. FKEC and Bellsouth have existing facilities within the right of way that was proposed to be abandoned and will need easements to maintain those facilities. BOCC approved Resolution 483-2007 to abandon the portion of St. Croix Place at the November 14, 2007 meeting. The utility easements are required to facilitate the road abandonment.

Staff supports approval of these easements.

Easement
This instrument prepared by,
or under the direction of,
Suzanne A. Hutton, Esq.
FBN 336122
Office of County Attorney
P.O.Box 1026
Key West, Fl. 33041-1026

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this _____ day of _____, 2006, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, Grantor, whose address is 500 Whitehead Street, Key West, Florida 33040, to FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC – FKEC, MONROE COUNTY, FLORIDA, Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner of a portion of land described in OR 506 page 497, lying in Section 33 Township 61 South, Range 39 East, Monroe County, State of Florida, physical address of St. Croix Place, Key Largo, Monroe County, Florida 33037 (hereinafter “County Property”); and

WHEREAS, it is necessary for Grantee to maintain an easement over a segment of the County Property to construct, operate, maintain, add overhead or underground electric systems, or related services as the Grantee may from time to time require upon, over and under the County Property; and

WHEREAS, it is in the best interest of the public to grant to Grantee a utility easement;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Grantor does grant to Grantee, its successors and assigns, a perpetual and non-exclusive easement on, over and above, and under the above-described County Property for the purpose of ingress, egress, and utility installation and maintenance within said described property, conditioned upon Grantee holding Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe county) and any other losses, damages, and expenses (including attorney’s fees) which arise out of, in connection with, or by reason of the Grantee utilizing the property governed by this easement, and upon the condition that Grantee shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims arising out of the activities authorized in this easement, as reflected by the Grantee’s acceptance of the conditions below.

This Easement across the County Property is more particularly set forth in the Legal Description and diagram on Exhibit “A”.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Board of County Commissioners of Monroe County, Florida, acting by its Mayor or Vice-Mayor, the day and year first stated above.

(OFFICIAL SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

IN WITNESS WHEREOF, the Grantee has caused these presents to be executed in its name by _____, the date and year designated below.

(OFFICIAL SEAL)
ATTEST: CLERK

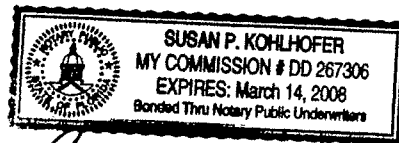
FLORIDA KEYS ELECTRIC COOPERATIVE
ASSOCIATION INC. - FKEC

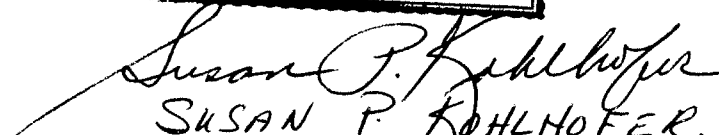
By: _____ Date: _____

By: 
Title: CEO

Witness: Nichie Jorgensen

Witness: Cheryl Massey




SUSAN P. KOHLHOFER
EXPIRES: March 14, 2008

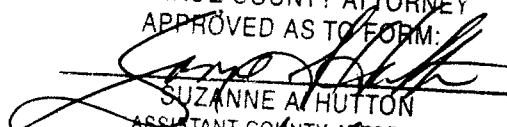
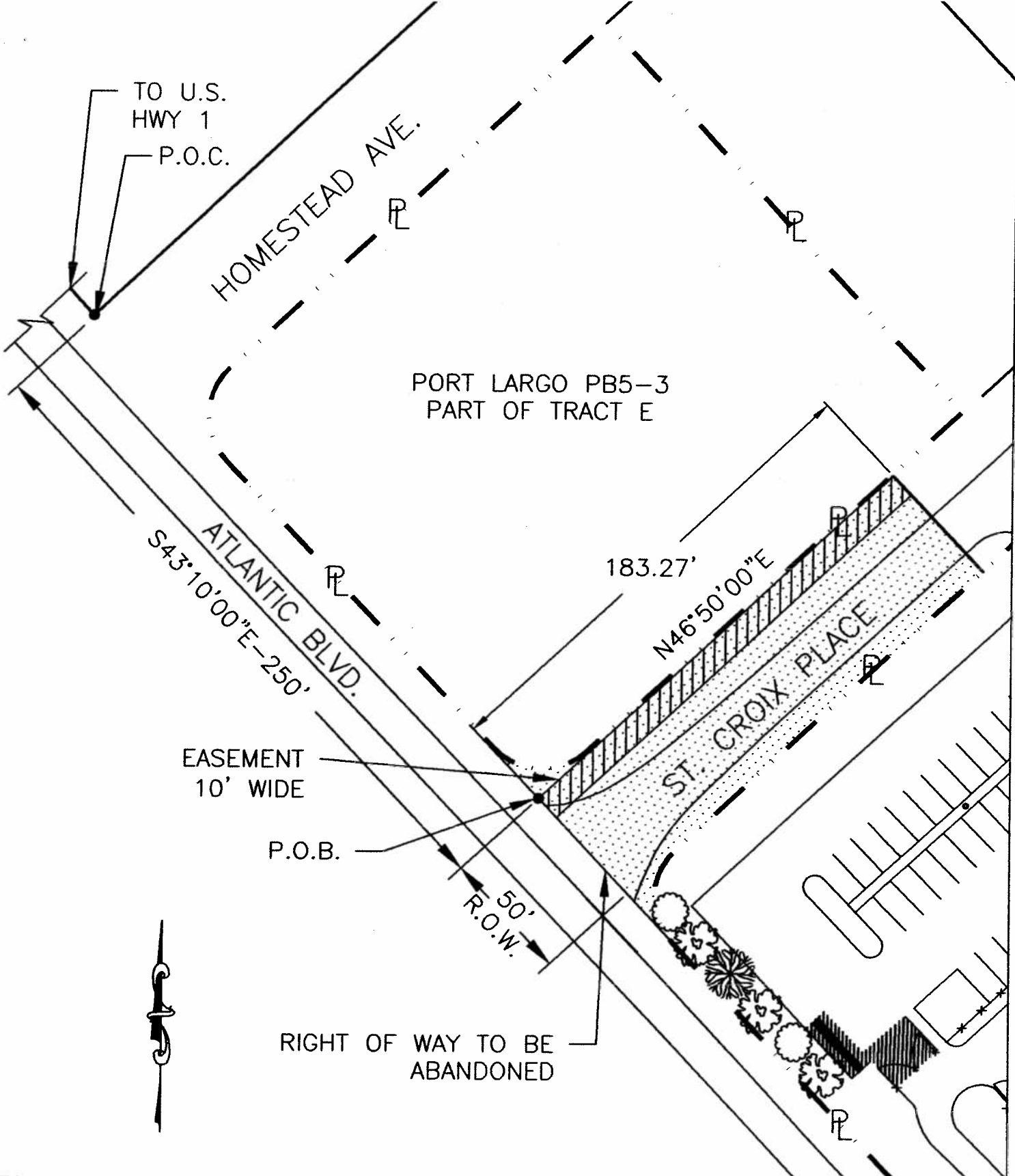
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 2/07/06

EXHIBIT A
FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC (FKEC)
UTILITY EASEMENT

Legal Description of FKEC Easement on St. Croix Place

A portion of Port Largo Fourth Addition recorded in Plat Book 6 at Page 90, the same being a replat of Tract E. Port Largo, a subdivision in Section 33, Township 61 South, Range 39 East on Key Largo, Monroe County, Florida, according to a plat thereof, recorded in Plat Book 5 at Page 3 of the Public Records of Monroe County, Florida, more particularly described as follows:

From the intersection of the Northeasterly prolongation of the Northwesterly side of Homestead Avenue with the Northeasterly side of Atlantic Boulevard, as shown on the said Port Largo plat, run S 43° 10' 00" E along the said Northeasterly side of Atlantic Boulevard for 250.00 feet to the Point of Beginning of the herein described parcel of land; From the said Point of Beginning, run N 46° 50' 00" E for 183.27 feet; thence deflect 90 degrees right and run S 43° 10' 00" E for 10.00 feet; thence run S 46° 50' 00" W 183.27 feet; thence deflect 90 degrees right and run N 43° 10' 00" W along the said Northeasterly side of Atlantic Boulevard for 10.00 feet to the Point of Beginning.



DATE:
02/01/06

DES/DRW
JRS/RC

DWG #:
EXHIBITA.DWG

ST. CROIX PLACE

KEY LARGO, MONROE COUNTY, FLORIDA

UTILITY EASEMENT

EXHIBIT A

PAGE 2

SCALE:
1"=50'-0"



Utility Easement
This instrument prepared by,
or under the direction of,
Suzanne A. Hutton, Esq.
FBN 336122
Office of County Attorney
P.O.Box 1026
Key West, Fl. 33041-1026

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this _____ day of _____, 2006, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, Grantor, whose address is 500 Whitehead Street, Key West, Florida 33040, to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner of a portion of land described in OR 506 page 497, lying in Section 33 Township 61 South, Range 39 East, Monroe County, State of Florida, physical address of St. Croix Place, Key Largo, Monroe County, Florida 33037 (hereinafter "County Property"); and

WHEREAS, it is necessary for Grantee to maintain an easement over a segment of the County Property to construct, operate, maintain, add and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over and under the County Property; and

WHEREAS, it is in the best interest of the public to grant to Grantee a utility easement;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Grantor does grant to Grantee, its successors and assigns, a perpetual and non-exclusive easement on, over and above, and under the above-described County Property for the purpose of ingress, egress, and utility installation and maintenance within said described property, conditioned upon Grantee holding Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe county) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the Grantee utilizing the property governed by this easement, and upon the condition that Grantee shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims arising out of the activities authorized in this easement, as reflected by the Grantee's acceptance of the conditions below.

The following rights are also granted: the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; and the right to relocate said facilities, systems of communications or related services on said lands to conform to any future highway relocation, widening, or improvements.

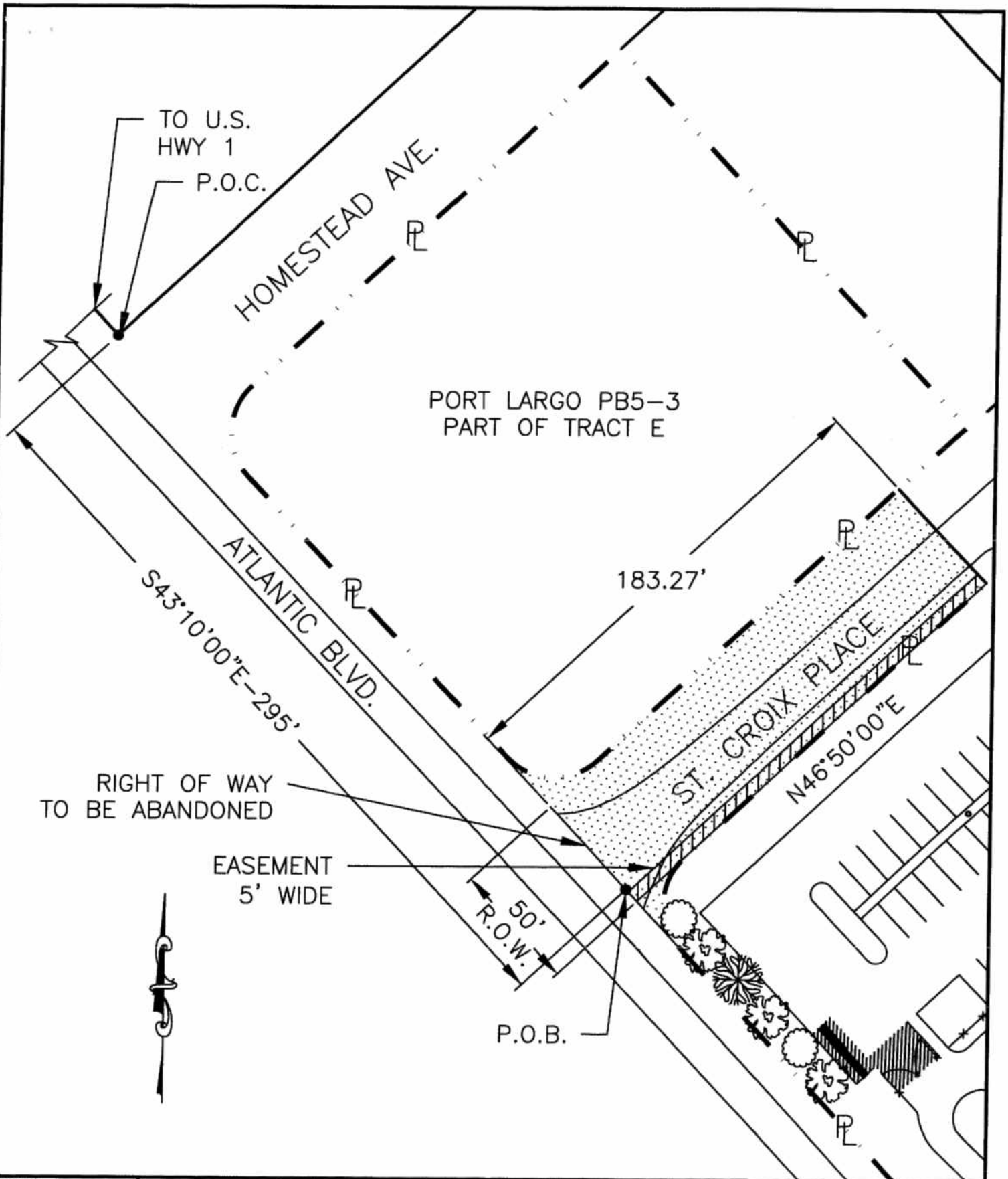
This Easement across the County Property is more particularly set forth in the Legal Description and diagram on Exhibit "A".

EXHIBIT A
BELLSOUTH UTILITY EASEMENT

Legal Description of BellSouth Easement on St. Croix Place

A portion of Port Largo Fourth Addition recorded in Plat Book 6 at Page 90, the same being a replat of Tract E. Port Largo, a subdivision in Section 33, Township 61 South, Range 39 East on Key Largo, Monroe County, Florida, according to a plat thereof, recorded in Plat Book 5 at Page 3 of the Public Records of Monroe County, Florida, more particularly described as follows:

From the intersection of the Northeasterly prolongation of the Northwesterly side of Homestead Avenue with the Northeasterly side of Atlantic Boulevard, as shown on the said Port Largo plat, run S 43° 10' 00" E along the said Northeasterly side of Atlantic Boulevard for 295.00 feet to the Point of Beginning of the herein described parcel of land; From the said Point of Beginning, run N 46° 50' 00" E for 183.27 feet; thence deflect 90 degrees right and run S 43° 10' 00" E for 5.00 feet; thence run S 46° 50' 00" W 183.27 feet; thence deflect 90 degrees right and run N43° 10' 00" W along the said Northeasterly side of Atlantic Boulevard for 5.00 feet to the Point of Beginning.



DATE:
02/01/06

DES/DRW
JRS/RC

DWG #:
EXHIBITA.DWG

ST. CROIX PLACE

KEY LARGO, MONROE COUNTY, FLORIDA

UTILITY EASEMENT

EXHIBIT A
PAGE 2

SCALE:
1"=50'-0"

