

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 21, 2008

Division Engineering

Bulk Item: Yes No

Department: Wastewater

Staff Contact Person: Elizabeth Wood 292-4525

AGENDA ITEM WORDING: Approval to rescind the July 18, 2007 approval of executing an easement and approval to execute, as grantee, a 20' sewer utility easement agreement for Tract C of Porpoise Point Section Four on Big Coppitt Key, Real Estate ID# 00155820-000000.

ITEM BACKGROUND: The BOCC approved execution of a document which was never executed due to inconsistencies between the document and the agenda item, and for which the record-title holder was another corporate entity. In the meantime, the previous title-holder merged with the corporation purporting to grant the easement. The easement attached needs to be approved and the prior approval rescinded to correct the paperwork.

PREVIOUS RELEVANT BOCC ACTION: July 18, 2007 approval of executing easement.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval as stated.

TOTAL COST: \$0 **BUDGETED:** Yes NA No

COST TO COUNTY: \$0 **SOURCE OF FUNDS:** _____

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

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

This instrument is prepared by, or under the direction of:

Suzanne A. Hutton, Esq.
FBN 336122
County Attorney
P.O. Box 1026
Key West, FL 33041-1026

RE number: 00155820-000000

Utility Easement

THIS UTILITY EASEMENT is made this day 21st day of April, 2008 by Habitat for Humanity of Key West and Lower Florida Keys, Inc., a Florida Not For Profit Corporation ("Grantor").

1. Grantor is the fee simple owner of the property described as Tract C, Porpoise Point, Section Four, according to the Plat thereof, recorded in Plat Book 5, at page 118, of the Public Records of Monroe County, Florida (the "Property"), as the surviving corporation in a merger with Florida Keys Community Housing and Land Trust, Inc., as recorded at Official Records Book 2329, pages 594-597 of the Public Records of Monroe County, Florida, and does hereby warrant title to the land herein described, and will defend the same against the lawful claims of all persons.

2. For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor grants to Monroe County, a political subdivision of the State of Florida ("Grantee"), its successors and assigns, agents, guests and invitees, a perpetual utility easement as drawn on Exhibit "A" hereto (the "Easement") under, over, across, and below the Property.

3. Grantee, its agents, successors and assigns shall have the right to lay, install, construct, maintain, locate, repair, replace, remove, and inspect water lines and appurtenant facilities, wastewater lines and appurtenant facilities, sewer lines and appurtenant facilities, as well as storm water drainage and other comparable public utilities, together with the rights of ingress and egress thereon.

4. Grantee's right to utilize the easement area shall be exclusive to the extent that Grantor shall grant no other easement or license, or make any other covenant, having the effect of permitting the use of the easement area by someone other than Grantee.

5. Grantor shall have the right to make use of the surface overlying the underground utility easement, including specifically the building of any roadway over the easement, granted by this instrument so long as such use does not interfere with the exercise by the Grantee of the rights granted and conveyed by this instrument. Grantor shall not construct, place, or allow the placing or construction of any obstruction that would interfere with the Grantee's safe or proper installation, operation, maintenance, inspection or removal of water transmission and distribution facilities, wastewater collection and transmission facilities, and all appurtenances thereto. Grantee shall have the right to remove any natural or man-made obstructions placed on the easement, which impede the easement herein granted. Grantor shall have the right to make any other use of the easement area that does not interfere with the Grantee's rights.

5. Grantor shall bear the cost of any relocation or modification of said facilities when the change is necessitated by Grantor's requirements or those of any third party other than the Grantee.

6. Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a political subdivision as defined by Florida Statutes shall maintain suitable Public Liability insurance or shall be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statutes section 768.28.

7. This easement will run with the land in perpetuity and will be binding on and will inure to the benefit of the parties hereto.

8. The Grantor warrants that it has full power of authority to grant this easement.

In Witness Whereof, Grantor has hereunto set its hand and seal on the day and year first above written.

Habitat for Humanity of Key West and Lower Florida Keys, Inc., a Florida Not For Profit Corporation (GRANTOR)

WITNESSES:

Sign Name: [Signature]
Print Name GIOVANNA BASHAM

By: [Signature]
Board President

Sign Name: [Signature]
Print Name KRISTIN VANHOY

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 21st day of April, 2008, by Anna Symington, on behalf of Habitat for Humanity of Key West and Lower Florida Keys, Inc., a Florida Not For Profit Corporation, who is personally known to me/~~has~~ produced _____ as identification.

My Commission Expires: 7/11/11

Notary Public
[Signature]
SUSAN K. MILLER
Comm# DD0694330
Expires 7/11/2011
Florida Notary Assn., Inc.

[SEAL]
ATTEST: Danny L. Kolhage, Clerk

Board of County Commissioners of Monroe County, Florida (GRANTEE)

By: _____
Deputy Clerk

By: _____
Charles "Sonny" McCoy, Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
SUZANNE A. HUTTON
COUNTY ATTORNEY
Date 4/3/08

Exhibit "A"



THE PURPOSE OF THIS SKETCH IS TO ILLUSTRATE THE DESCRIPTION, NEWLY CREATED ON THIS DATE BY THE UNDERSIGNED AND SHOWN BELOW. IT IS NOT A SURVEY OF THE LANDS BEING DESCRIBED HEREIN* (See chap 61C17 6.006 Florida Adm. Code and Chap. 472.027 Florida statutes)

SEE BELOW FOR AN ILLUSTRATION OF THE SAID DESCRIPTION

DESCRIPTION OF UTILITY EASEMENT in Tract C, PORPOISE POINT SECTION FOUR, according to the Plat thereof as recorded in Plat Book 5, Page 118, of the Public Records of Monroe County, Florida is 20 feet in width and lying 10.00 feet on each side of the following described centerline, and with the easement side lines being extended and shortened to terminate at the east and west boundary lines of the said Tract C. The description of the said easement centerline is as follows:

COMMENCING at the northwest corner of the said Tract C of PORPOISE POINT SECTION FOUR as aforesaid, bear South 00°01'25" West on the west boundary line of the said Tract C a distance of 87.22 feet to the the POINT OF BEGINNING of the aforesaid centerline
 thence bear North 00°00'00" East a distance of 24.35 feet to a point of curve;
 said curve concave to the northwest and having a radius of 90.00 feet and a delta angle of 26°58'44";
 thence on said curve an arc distance of 42.38 feet to a point;
 thence bear North 63°01'16" East a distance of 122.04 feet to a point of curve;
 said curve concave to the southeast and having a radius of 70.00 feet and a delta angle of 26°59'57";
 thence on said curve an arc distance of 32.99 feet to a point;
 thence bear South 89°58'47" East a distance of 44.26 feet to the point of terminus, with said Point of Terminus being on the east boundary line of the said Tract C

PREPARED FOR: HABITAT FOR HUMANITY OF KEY WEST AND THE LOWER KEYS

SIGNED

ROBERT E. REECE, PSM #5632
 PROFESSIONAL SURVEYOR AND MAPPER, LB #6884

DATED: 04/24/07

