

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 14, 2007 Division: County Attorney

Bulk Item: Yes No Staff Contact Person: Natileene W. Cassel

AGENDA ITEM WORDING: Approval of the Utility Easement by and between Monroe County, Florida and Florida Keys Electric Co-Op.

ITEM BACKGROUND: A utility easement is required for electrical lines for the construction of the Medical Examiner's Office and will run across property owned by Monroe County.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: _____ **BUDGETED:** Yes No

COST TO COUNTY: -0- **SOURCE OF FUNDS:** _____

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

APPROVED BY: County Atty ^{NWC} OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

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

Natileene W. Cassel, Esq.
FBN 365785
Assistant County Attorney
Office of the Monroe County Attorney
P.O. Box 1026
Key West, FL 33041-1026

RE number: 00099540-000000

Electric Utility Easement

THIS UTILITY EASEMENT is made this day ____ day of _____, 2007 by and between Monroe County, a political subdivision of the State of Florida, ("Grantor") and Florida Keys Electric Co-Op (Grantee).

1. Grantor is the fee simple owner of the property described as KRAWL KEYS PT LOT 3 SEC 26 PT LOT 1 SEC 35 recorded at OR Book 1154, Page 1916 of the Public Records of Monroe County, Florida (the "Property"), and does hereby warrant title to the land hereindescribed, 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 Florida Keys Electric Co-Op, ("Grantee"), its successors and assigns, agents, guests and invitees, a perpetual utility easement as drawn on composite Exhibit "A" hereto (the "Easement") under, over, across, and below the Property.

3. Grantee, its agents, successors and assigns shall have the right to install, construct, maintain, locate, repair, replace, remove, and inspect power lines and poles, and facilities 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. Grantee 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 power lines and poles, and facilities and other comparable public utilities, 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.

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

7. 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.

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

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

In Witness Whereof, Grantor and Grantee have hereunto set their hand and seal on the day and year first above written.

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

[SEAL] By: _____
ATTEST: Danny L. Kohlage, Clerk Mario Di Gennaro, Mayor

By: _____
Deputy Clerk

FLORIDA KEYS ELECTRIC CO-OP

WITNESSES:

Sign Name: _____ By: _____

Print Name _____
Title _____

Sign Name: _____

Print Name _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of ____, 2007,
by _____, whose is _____ on behalf of
FLORIDA KEYS ELECTRIC CO-OP, who is personally known to me/has produced
_____ as identification.

Notary Public

My Commission Expires:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Natileene W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 10-29-07

LAND DESCRIPTION UTILITY EASEMENT
MONROE COUNTY MEDICAL EXAMINERS FACILITY

A parcel of land on Crawl Key Number 5, being a portion of Government Lot 1, Section 35, Township 65 South, Range 33 East and a portion of Government Lot 3, Section 26, township 65 South Range 33 East, Monroe County, Florida, more particularly described as follows:

COMMENCING at the intersection of the centerline of U.S. Highway Number 1 with the West line of section 35, Township 65 South, Range 33 East;

THENCE North 67°04'07" East on said centerline of U.S. Highway 1, a distance of 1494.57 feet to the intersection with the centerline of Banana Boulevard;

THENCE continue North 67°04'07" East on said centerline of U.S. Highway Number 1, a distance of 697.54 feet to an intersection with the Southerly prolongation of a rock road at Crawl Key Number 5;

THENCE North 09°23'05" West on said prolongation, a distance of 119.32 feet to the Northerly right-of-way line of said U.S. Highway Number 1 as laid out and in use;

THENCE South 67°04'07" West on said right-of-way line, a distance of 25.72 feet;

THENCE North 09°23'05" West a distance of 566.58 feet to the beginning of a curve concave to the East and from which a radial line bears North 80°36'55" East;

THENCE Northerly on the arc of said curve having a radius 1771.54 feet, a central angle of 11°28'55", an arc distance of 355.01 feet to a point of tangency;

THENCE North 02°05'50" East, a distance of 99.33 feet to a found Iron Rod;

THENCE North 83°07'20" East, a distance of 50.62 feet to the POINT OF BEGINNING;

THENCE North 81°42'36" East, a distance of 261.79 feet;

THENCE North 61°56'00" East, a distance of 159.82 feet;

THENCE North 84°48'10" East, a distance of 204.98 feet;

THENCE North 74°11'07" East, a distance of 225.16 feet;

THENCE South 15°53'21" East, a distance of 20.00 feet;

THENCE South 74°11'07" West, a distance of 225.16 feet;

THENCE South 84°48'10" West, a distance of 204.98 feet;

THENCE South 61°56'00" West, a distance of 159.82;

THENCE South 81°42'36" West, a distance of 268.79;

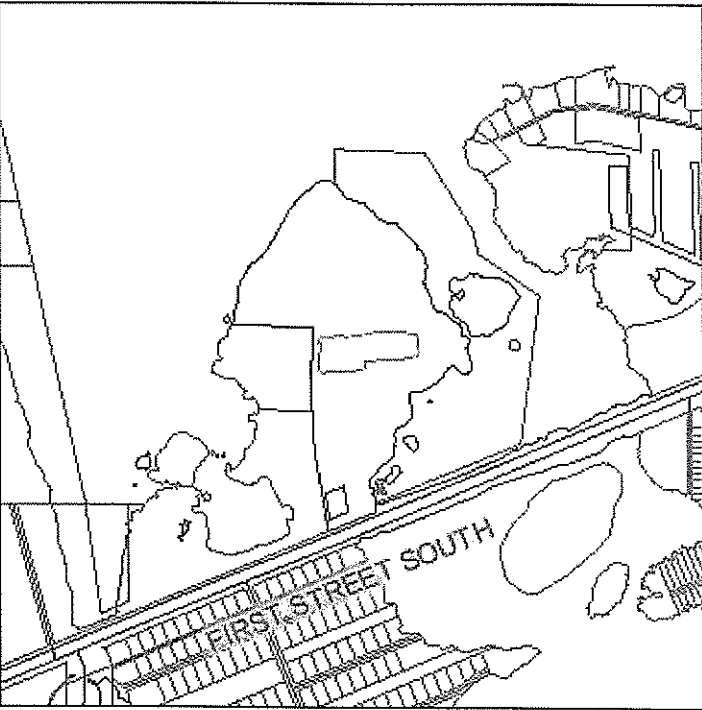
THENCE North 02°05'50" East, a distance of 20.15 feet to the POINT OF BEGINNING;

Said lands lying in the City of Marathon, Monroe County, Florida and containing 16,846 square feet (0.387 acres) more or less.

MONROE COUNTY PROPERTY APPRAISER

PROPERTY INFORMATION FOR:

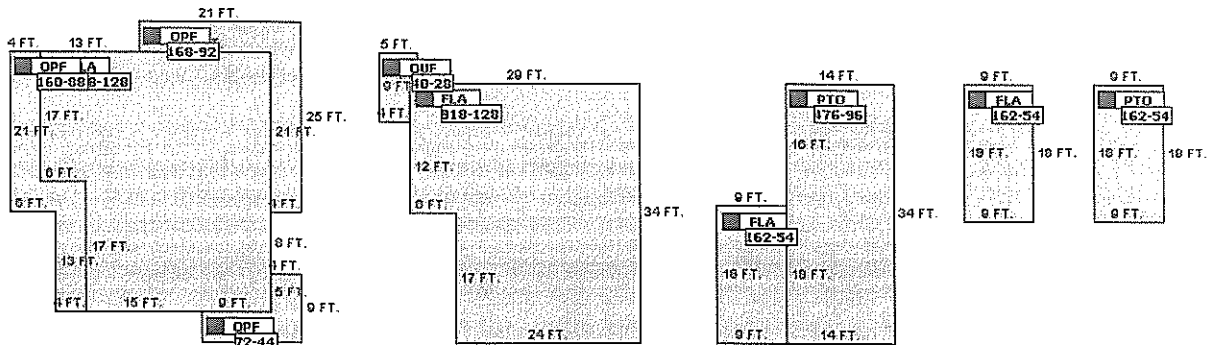
Alternate Key: 1116319
 RE Number: 00099540-000000

<u>Property Details</u>	<u>PROPERTY MAP</u>
<p><u>OWNER OF RECORD</u></p> <p>MONROE COUNTY 500 WHITEHEAD STREET KEY WEST FL 33040</p> <p><u>PHYSICAL LOCATION</u></p> <p>OVERSEAS HWY MARATHON</p> <p><u>LEGAL DESCRIPTION</u></p> <p>26/35 65 33 M65326-16 KRAWL KEYS PT LOT 3 SEC 26 PT LOT 1 SEC 35 OR597-53/55Q/C OR597-56/58 OR656- 449/450 CASE #90-871-CA-05(ORDER OF TAKING) OR1154-1916/18</p> <p><u>SECTION, TOWNSHIP, RANGE</u></p> <p>26 - 65 - 33</p> <p><u>AFFORDABLE HOUSING</u> No</p> <p><u>MILLAGE GROUP</u></p> <p>50CM</p> <p><u>PC CODE</u></p> <p>8600 - COUNTIES OTHER THAN (PC/LIST)</p>	

<u>Land Details</u>	<u>FRONTAGE</u>	<u>DEPTH</u>	<u>LAND AREA</u>
<u>LAND USE CODE</u> 00HH - HARDWOOD HAMMOCK	0	0	40.84 AC
9500 - SUBMERGED	0	0	3.89 AC

<u>Summary of Buildings</u>	<u>TOTAL LIVING AREA</u>
<u>NUMBER OF BUILDINGS</u> 1	2160
<u>NUMBER OF COMMERCIAL BUILDINGS</u> 1	<u>YEAR BUILT</u> 1996

<u>Building Characteristics Building No 1</u>	



BUILDING TYPE		CONDITION	△	QUALITY GRADE	350	EFFECTIVE AGE	6
PERIMETER	364	DEPRECIATION %	8	YEAR BUILT	1996	SPECIAL ARCH	0
GRND FLOOR AREA	2160	FUNCTIONAL OBS	0	ECONOMIC OBS	0		

INCLUSIONS:

ROOF TYPE	ROOF COVER	HEAT 1	HEAT 2
FOUNDATION	BEDROOMS	0 HEAT SRC 1	HEAT SRC 2

EXTRA FEATURES:

2 FIX BATH	0 4 FIX BATH	0 6 FIX BATH	0 EXTRA FIX	0 VACUUM	0 SECURITY	0 GARBAGE DISPOSAL	0
3 FIX BATH	0 5 FIX BATH	0 7 FIX BATH	0 DISHWASHER	0 INTERCOM	0 FIREPLACES	0 COMPACTOR	0

Sections

TYPE	NBR	EXTERIOR WALL TYPE	# STORIES	YEAR BUILT	ATTIC	A/C	BASEMENT %	FINISHED BASEMENT %	AREA
FLA	1		1	1996					918
PTO	10		1	1996					162
OPF	2		1	1996					160
OPF	3		1	1996					72
OPF	4		1	1996					168
FLA	5		1	1996					918
OUF	6		1	1996					40
FLA	7		1	1996					162
PTO	8		1	1996					476
FLA	9		1	1996					162

Miscellaneous Improvements									
<u>NBR</u>	<u>IMPR TYPE</u>	<u># UNITS</u>	<u>TYPE</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>YEAR BUILT</u>	<u>ROLL YEAR</u>	<u>GRADE</u>	<u>LIFE</u>
1	PT3:PATIO	36	SF	6	6	1995	1996	2	50
2	PT3:PATIO	36	SF	6	6	1995	1996	2	50
3	RW2:RETAINING WALL	144	SF	72	2	1996	1997	4	50
4	CL2:CH LINK FENCE	4680	SF	780	6	1998	1999	2	30
5	PT3:PATIO	64	SF	16	4	1997	1998	2	50
6	CL2:CH LINK FENCE	64	SF	16	4	1998	1999	2	30
7	PT3:PATIO	360	SF	45	8	1995	1996	2	50
8	AP2:ASPHALT PAVING	21000	SF	0	0	1999	2000	2	25

Appraiser Notes
 2004 6-16 ADJ AC PER GIS. CW COMMERCIAL FIRE FIGHTING BLD THIS BLD USED AS TRAINING CENTER BY FIRE DEPT. EXT FIRES, ETC RESCUE ALL IMPROVMENTS MOVED TO THIS PROPERTY FROM AK1116335 ON 12/7/99
 2007/06/13 CRAWL KEY FIRE TRAINING FACILITY

Building Permits						
<u>BLDG</u>	<u>NUMBER</u>	<u>DATE ISSUED</u>	<u>DATE COMPLETED</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>NOTES</u>
	p20051231	9/26/2005	1/1/1900	2000000		MEDICAL EXAMINER FACILITY
	9721171	9/29/1997	9/17/1999	12000		FENCE AND PRIVACY WALLS
	982531	12/22/1998	9/17/1999	14000		SLABS FOR TRAINING APPARA
	0202374	9/13/2000	1/1/1900	60000		ASPHALT PAVING
	9201538	10/1/1999	1/1/1900	40000		ASPHALT PAVING

Parcel Value History						
<u>TAX ROLL YEAR</u>	<u>BUILDING</u>	<u>MISCELLANEOUS IMPROVEMENTS</u>	<u>LAND</u>	<u>JUST</u>	<u>EXEMPTIONS (NOT INCLUDING SENIORS)</u>	<u>TAXABLE</u>
2007	153,866	41,480	388,369	583,715	583,715	0
2006	157,211	43,640	388,369	589,220	589,220	0
2005	157,211	45,711	388,369	591,291	591,291	0
2004	226,025	47,782	388,369	662,176	662,176	0
2003	226,025	49,944	996,562	1,272,531	1,272,531	0
2002	226,025	13,372	996,562	1,235,959	1,235,959	0
2001	226,025	13,762	996,562	1,236,349	1,236,349	0
2000	248,408	6,753	996,562	1,251,723	1,251,723	0
1999	0	0	996,562	996,562	996,562	0
1998	0	0	996,562	996,562	996,562	0
1997	0	0	996,631	996,631	996,631	0
1996	0	0	996,631	996,631	996,631	0
1995	0	0	996,631	996,631	996,631	0
1994	0	0	996,631	996,631	996,631	0
1993	0	0	996,631	996,631	996,631	0
1992	0	0	996,631	996,631	996,631	0
1991	0	0	996,631	996,631	996,631	0
1990	0	0	387,616	387,616	0	387,616
1989	0	0	387,616	387,616	0	387,616
1988	0	0	387,616	387,616	0	387,616
1987	0	0	809,140	809,140	0	809,140
1986	0	0	809,140	809,140	0	809,140
1985	0	0	809,140	809,140	0	809,140
1984	0	0	809,140	809,140	0	809,140
1983	0	0	809,140	809,140	0	809,140
1982	0	0	746,200	746,200	0	746,200

Parcel Sales History
 NOTE - OUR RECORDS ARE TYPICALLY TWO TO THREE MONTHS BEHIND FROM THE DATE OF SALE. IF A RECENT SALE DOES

~~NOT SHOW UP PLEASE GIVE OUR OFFICE TIME TO PROCESS IT.~~

<u>SALE DATE</u>	<u>OFFICIAL RECORDS BOOK/PAGE</u>	<u>PRICE</u>	<u>INSTRUMENT</u>
02/1972	656/449	480,000	<u>00</u>