

CITY OF SANIBEL

RESOLUTION NO. 13-025

A RESOLUTION ACCEPTING A WASTEWATER UTILITY EASEMENT AND MAINTENANCE AGREEMENT FOR A PRIVATE LIFT STATION; AND BILL OF SALE AND AFFIDAVIT OF NO LIEN FOR THE EXTENSION OF A FORCEMAIN TO A SEWER COLLECTION SYSTEM LOCATED ON LIBRARY WAY FOR WELLS FARGO BANK, NA.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, WELLS FARGO BANK, NA has constructed a private lift station adjacent to the public right-of-way of Library Way including a forcemain in the right-of-way to the collection system at the Center 4 Life, 2401 Library Way, Sanibel, Florida; and

WHEREAS, the private lift station easement is for emergency repair only and the forcemain will be available for future use by the City; and

WHEREAS, the acquisition of the forcemain will be at no cost to the city;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanibel, Florida:

Section 1. The (1) Wastewater Utility Easement and Maintenance Agreement and (2) Bill of Sale and Affidavit of No Lien for sanitary sewer utility purposes for the Sanibel Sewer System attached hereto, are hereby accepted, and the City Manager is authorized to record the originals of the said easement in the official records of Lee County, Florida.

Section 2. Effective date.

This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 5th day of March, 2013.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: *Kenneth B. Cuyler* 2/27/13
Kenneth B. Cuyler, City Attorney Date

Vote of Council members:

Ruane _____
Denham _____
Congress _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

This Instrument Was Prepared By and Return To:

City Attorney
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957

Parcel Strap #26-46-22-T2-0030D.0070

**WASTEWATER UTILITY EASEMENT,
AND MAINTENANCE AGREEMENT**

THIS INDENTURE, made this 12th day of FEBRUARY, 2013 by and between **Wells Fargo Bank, NA** (hereinafter referred to as "Grantor(s)"), and the **City of Sanibel, a Florida municipal corporation**, located in Lee County, Florida (hereinafter referred to as "Grantee"), the mailing address of which is 800 Dunlop Road, Sanibel, Florida, 33957.

WITNESSETH, that the Grantor(s), for and in consideration, the receipt and sufficiency of which is hereby acknowledged, do(es) hereby grant and convey to the Grantee, its successor and assigns, a perpetual easement, under and across the following described land, or so much there of as is owned by the Grantor, situate, lying and being in the City of Sanibel, Lee County, Florida, to-wit:

The property is described and shown on **Exhibit A**
attached hereto and made a part hereof

For the purposes hereof described for the repair and/or maintenance of a wastewater transmission system, including, but not limited to the force main, gravity line, pump stations and other equipment used and operated in conjunction therewith, together with the freedom to enter and depart over and across such property, insofar as such right to enter and depart is necessary to the proper use of any other right granted herein.

In the event that the approved sewer facilities should fail in their operation, the Grantee is hereby authorized to make repairs and perform maintenance on the aforementioned system if the Grantor, their successors or assigns, fails to do so in a timely manner and the Grantee shall have the right to make assessments and enforce liens for the cost of said repairs and maintenance.

Grantor(s) covenant(s) that Grantor(s) is/are lawfully seized and possessed of the Easement Area having good and lawful right and power to sell and convey said easement and, subject to existing easements and mortgages recorded in the Public Records of Lee County, Florida. Grantor(s) will forever warrant and defend the title and terms of this Easement and the quiet possession thereof against all claims and demands of all others.

This Easement Agreement shall be binding upon, and inure to the benefit of, the Grantor(s) and Grantee and their respective heirs, personal representatives, successors and assigns. It is specifically understood that Grantee may assign and transfer this Easement to another party which hereafter owns and/or operates the System and that such assignment or transfer shall not be deemed to terminate or impair the easement and other rights granted herein.

Grantors, their heirs, executors, successors and assigns, and Grantee, for its successors and assigns, agree that the Grantor will, be solely responsible for all construction and maintenance cost associated with private on-site wastewater facilities.

IN WITNESS WHEREOF, the undersigned officer has hereunto set his/her hand and seal this 12th day of FEBRUARY, 2013.

Witnesses

[Signature]
1st Witness

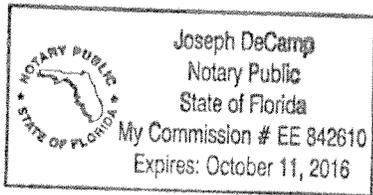
[Signature]
2nd Witness

Wells Fargo Bank, NA

[Signature]
J. David Azevedo
Vice President, Corporate Properties Group

STATE OF FLORIDA)
COUNTY OF LEE)

The following instrument was acknowledged before me this 12 day of Feb, 2013 by J. David Azevedo, Grantor(s).
He/She/They're personally known to me or have produced FLDL as identification.



[Signature]
Print Name: Joseph DeCamp
Notary Public - State of Florida
Commission No.: EE 842610

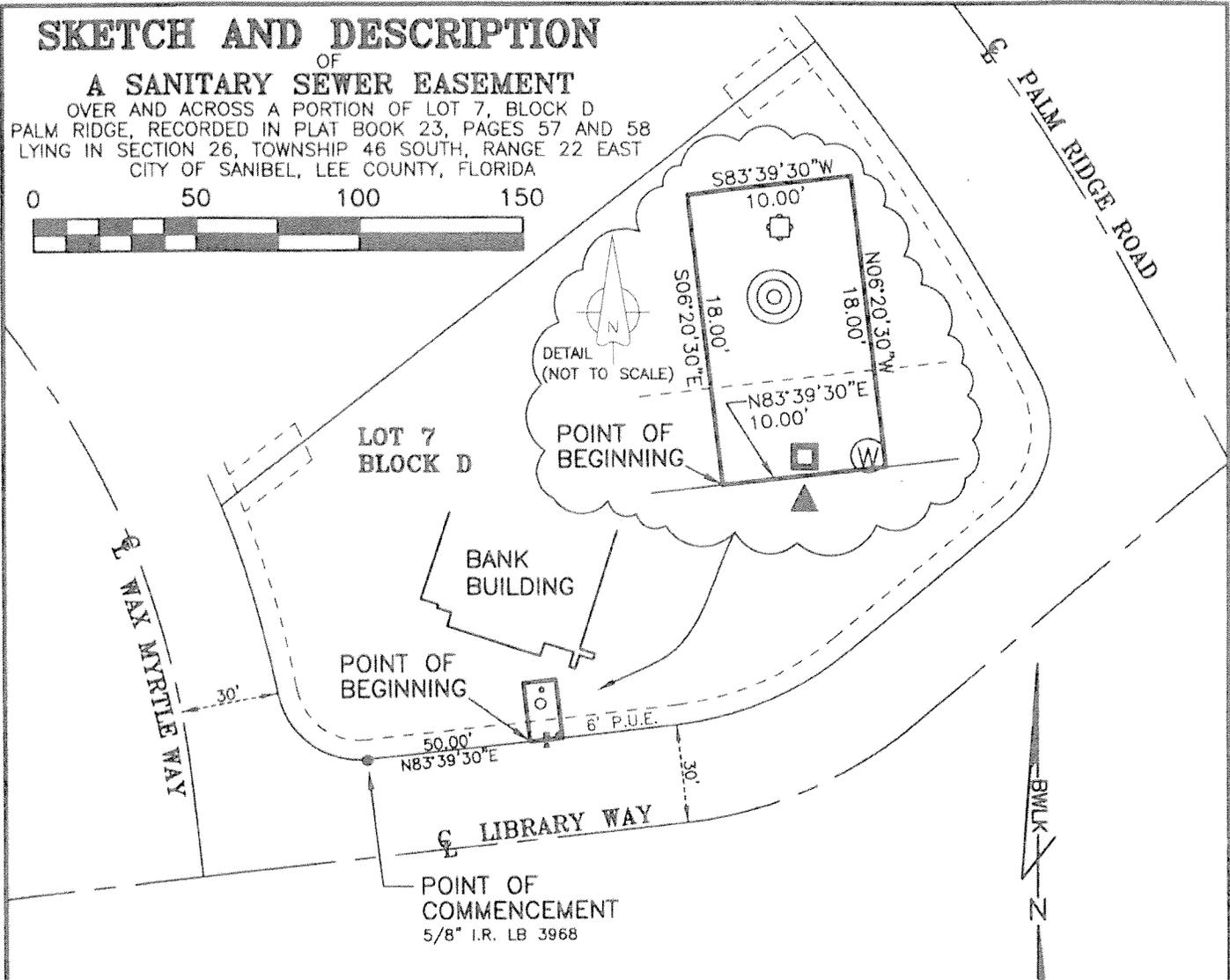
My Commission Expires: Oct 11, 2016

(SEAL)

SKETCH AND DESCRIPTION

OF A SANITARY SEWER EASEMENT

OVER AND ACROSS A PORTION OF LOT 7, BLOCK D
PALM RIDGE, RECORDED IN PLAT BOOK 23, PAGES 57 AND 58
LYING IN SECTION 26, TOWNSHIP 46 SOUTH, RANGE 22 EAST
CITY OF SANIBEL, LEE COUNTY, FLORIDA



SANITARY SEWER EASEMENT

AN EASEMENT FOR SANITARY SEWER OVER AND ACROSS A PORTION OF LOT 7, BLOCK D, PALM RIDGE, RECORDED IN PLAT BOOK 23, PAGES 57 AND 58, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD AND CAP LB 3968 ON NORTHERLY LINE OF LIBRARY WAY AND THE SOUTHERLY LINE OF SAID LOT 7 BLOCK D AT THE SOUTHEASTERLY TERMINUS OF A CURVE AT THE INTERSECTION OF WAX MYRTLE WAY AND SAID LIBRARY WAY; THENCE NORTH 83°39'30" EAST ALONG THE NORTHERLY LINE OF SAID LIBRARY WAY AND THE SOUTHERLY LINE OF SAID LOT 7 BLOCK D TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE NORTH 83°39'30" EAST ALONG THE NORTHERLY LINE OF SAID LIBRARY WAY AND THE SOUTHERLY LINE OF SAID LOT 7 BLOCK D FOR 10.00 FEET; THENCE NORTH 06°20'30" WEST PERPENDICULAR TO THE SOUTHERLY LINE OF SAID LOT 7 BLOCK D FOR 18.00 FEET; THENCE SOUTH 83°39'30" WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 7 BLOCK D FOR 10.00 FEET; THENCE SOUTH 06°20'30" EAST FOR 18.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 180 SQUARE FEET.

BEARINGS ARE BASED ON SAID PLAT OF PALM RIDGE.

SYMBOLS

- = LIFT STATION CONTROL PANEL
- = 3.3' DIAMETER LIFT STATION
- = SEWER VALVE BOX
- = SEWER VALVE
- = WATER METER
- P.U.E. = PUBLIC UTILITY EASEMENT

*NOT A SURVEY

JAMES ANTHONY HESSLER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION LS 6410
(FOR THE FIRM)

	Bean, Whitaker, Lutz & Kareh, Inc. CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS 13041-1 MCGREGOR BLVD., FORT MYERS, FL 33919 (239) 481-1331 AUTHORIZATION NUMBER: EB4919 AND LB4919		
	DRAFTING BY: J.A.H.	PROJECT NUMBER: 41736	DATE: 2-06-2013

**BILL OF SALE AND
AFFIDAVIT OF NO LIEN**

KNOW ALL MEN BY THESE PRESENTS, that **WELLS FARGO, N.A.**, the owners of the wastewater collection facilities constructed in the public utility easements and road rights-of-way, located within Library Way right-of-way and on the City of Sanibel property (Lot 13, Block "C", Re-Subdivision of Palm Ridge), party of the first part, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) lawful money of the United States, to it paid by the **City of Sanibel, a Florida Municipal Corporation**, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, its successors and assigns, the following goods and chattels:

The wastewater collection system and appurtenances all in road right-of-way and public utility easements including the following assets:

ITEM	Size	Quantity	Unit
Force Main	2"	200	Feet
Casing	4"	40	Feet

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

AND, **WELLS FARGO, N.A.**, for itself and its heirs, executors, and administrators, covenants to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free of all encumbrances; that all suppliers, material men, laborers and contractors involved in the construction of wastewater facilities at the above location have been paid in full and that no liens or claims exist with regard to said wastewater facilities; that it has good right to sell the same aforesaid; and that it will warrant and defend the sale of said property, goods and chattels hereby made, unto the said party of the second part, its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned officer has hereunto set his/her hand and seal this 7th day of FEBRUARY, 2013.

Witnesses

1st Witness

2nd Witness

WELLS FARGO, N.A.

BY:

Print Name

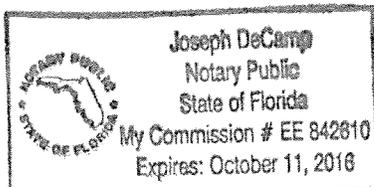
TITLE: VICE PRESIDENT

STATE OF FLORIDA)

COUNTY OF LEE)

The following instrument was acknowledged before me this 7 day of Feb, 2013 by J. David Azavedo Grantor(s). He/She/They're personally known to me or have produced FL DL as identification.

(Notary Seal)



Joseph DeCamp

Print Name: Joseph DeCamp

Notary Public - State of Florida