

CITY OF SANIBEL

RESOLUTION 13-040

A RESOLUTION ACCEPTING A UTILITY EASEMENT FROM ISLAND WATER ASSOCIATION, INC. FOR THE INSTALLATION AND MAINTENANCE OF A REUSE LINE TO A CITY LIFTSTATION, AUTHORIZING THE CITY MANAGER TO RECORD SAME IN THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Utility Easement for the installation and maintenance of a reuse line to a City liftstation is hereby accepted, and the City Manager is authorized to record the original 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 7th day of May, 2013.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: Kenneth B. Cuyler, City Attorney 4/29/13 Date

Vote of Council members:

- Ruane
Congress
Denham
Harrity
Jennings

Date filed with City Clerk:

Prepared by and return to:

City Attorney
City of Sanibel
800 Dunlop Rd.
Sanibel, Florida 33957

Property Appraiser's Strap No.: 21-46-22-T3-00003.0020

GRANT OF UTILITY EASEMENT

It is hereby agreed that THE ISLAND WATER ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 3651 Sanibel Captiva Rd., Sanibel, Florida 33957, hereinafter referred to as the "Grantor", in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, transfer, convey and deliver unto the CITY OF SANIBEL, a Florida municipal corporation, located in Lee County, Florida, whose mailing address is 800 Dunlop Rd., Sanibel, Florida 33957, hereinafter referred to as the "Grantee", and to its successors and assigns, a perpetual, non-exclusive easement and right-of-way upon, over, across and below the surface of the following described lands or so much thereof as is owned by the Grantor (the "Premises"), situate in Lee County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof (the Easement Area);

for the purposes of construction, operation, maintenance, repair, improving or replacing of a water reuse line and appurtenances used and operated in conjunction therewith, together with the rights of ingress and egress over and across such property, insofar as such right rights of ingress and egress is necessary to the property use of any other right granted herein, which shall be exercised in a reasonable manner in accordance with the standard practices in the industry, together with the right and privilege to inspect, alter, remove or relocate such lines, facilities and appurtenances thereto within the easement herein granted, with all rights and privileges necessary or convenient for the full use and enjoyment thereof for the above-stated purposes.

The Grantor reserves the right and privilege to use the Premises for other purposes, except as could interfere with the Grantee's use, occupation or enjoyment thereof. Grantor shall not use the Premises or make improvements to the Premises that could interfere with Grantee's right to use the Premises. Improvements deemed to interfere shall include, without limitation, any buildings, pools, fountains, footers, underground structures, trenches, pits, columns, piers, anchor bolts, pilings, crossarms, foundations, slabs, underground tanks or basins. Grantor shall provide advance written notice to and shall obtain written consent from Grantee for any improvements to the Premises that may interfere with Grantee's right to use the Premises, including but not limited to landscaping. Notwithstanding Grantee's consent, Grantor hereby releases and holds Grantee harmless from any and all costs of repairs, restoration or replacement to Grantor's facilities, property or improvements that are disturbed by Grantee due to interference with Grantee's use hereunder.

Grantee shall not unreasonably interfere at any time with the rights of Grantor, its successors and assigns, or any other party requiring access to any of the property over which said easement is granted.

Grantor covenants that Grantor is lawfully seized and possessed of the Easement Area, and having good and lawful right and power to grant, sell and convey said easement and subject to existing easements and mortgages recorded in the Public Records of Lee County, Florida. Grantor 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 Grant of Utility Easement shall run with the Premises, and shall be binding upon and inure to the benefit of the Grantor and the Grantee, and their respective successors and assigns, and all purchasers of the Premises, and persons or entities acquiring right, title or interest in the Premises, by, through or under Grantor. It is specifically understood that Grantee may assign and transfer this Easement to another party which hereafter owns and or operates the sewer system and that such assignment or transfer shall not be deemed to terminate or impair the easement and other rights granted herein.

Executed this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

THE ISLAND WATER ASSOCIATION, INC.
a Florida not for profit corporation

By:
Its:

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, who is the _____ of Island Water Association, Inc., a Florida not for profit corporation, who is personally known to me.

Notary Public, State of Florida

Exhibit A

Page 1 of 2

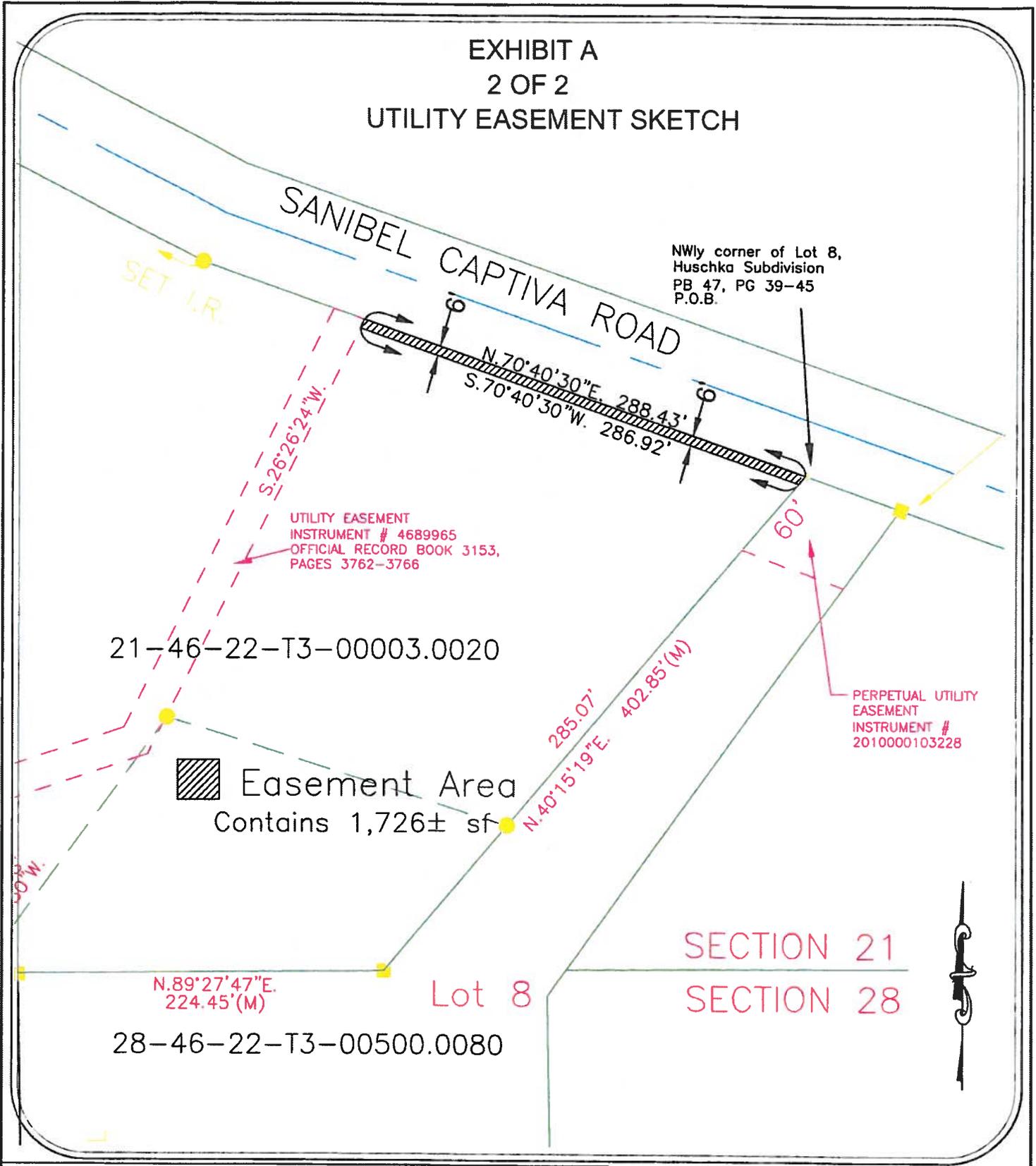
Utility Easement Description

A tract or parcel of land lying in Section 28, Township 46 South, Range 22 East, City of Sanibel, Lee County, Florida, described as follows:

Beginning at the most Northwesterly corner of Lot 8, Huschka Subdivision as recorded in Plat Book 47, Pages 39 thru 45, Public Records of Lee County, Florida, said point lying on the Southerly right-of-way line of Sanibel Captiva Road; then run N.70°38'50"W. along said right-of-way line for 288.43 feet to the point of intersection of the east line of a Utility Easement and Maintenance Agreement between Island Water Association, Inc. and the City of Sanibel, recorded in OR Book 3153 Page 3762, and southerly right-of-way line of Sanibel-Captiva Rd.; thence run S.26°26'24"W. for 6.05' along the easterly line of said easement; then run S.70°38'50"E. along a line parallel to the Southerly right-of-way line of Sanibel-Captiva Rd. for 286.92' to an intersection with the westerly line of said Lot 8; thence run N.40°18'39"E. along said line for 6.34' to the point of beginning.

Easement contains 1,726± sf.

EXHIBIT A
2 OF 2
UTILITY EASEMENT SKETCH



NWly corner of Lot 8,
Huschka Subdivision
PB 47, PG 39-45
P.O.B.

UTILITY EASEMENT
INSTRUMENT # 4689965
OFFICIAL RECORD BOOK 3153,
PAGES 3762-3766

PERPETUAL UTILITY
EASEMENT
INSTRUMENT #
2010000103228

21-46-22-T3-00003.0020

Easement Area
Contains 1,726± sf

SECTION 21
SECTION 28

N.89°27'47"E.
224.45'(M)
Lot 8
28-46-22-T3-00500.0080



CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957
UTILITY EASEMENT

DRAWN BY:
SAL
SCALE: 1" = 80'
DATE: 4/25/13
PARCEL STRAP:
21-46-22-T3-00003.0020

This is not a survey.