

12. **NEW BUSINESS**

- a. Consideration of a request filed for final plat approval to subdivide 4 residential duplex housing units by creating 8 separate zero-lot line parcels within a 14-unit Unified Residential Housing Cluster development located on a 2.37 acre parcel of land at 1500 Centre Street (Tax Parcel No. 19-46-23-T4-00006.0020), as submitted by Coast an Islands Community Land Trust, Inc., Application No. 09-5378 DP (this is pending at this time, contingent upon receiving required submittals from Community Housing Resources (CHR) in sufficient time for staff review)

- iv. **RESOLUTION 10-026 APPROVING A STORMWATER DRAINAGE OUTFALL EASEMENT BY THE CITY OF SANIBEL IN FAVOR OF COAST AND ISLANDS COMMUNITY LAND TRUST, INC. AND COMMUNITY HOUSING AND RESOURCES, INC.; AND PROVIDING AN EFFECTIVE DATE**

**CITY OF SANIBEL**

**RESOLUTION NO. 10-026**

**A RESOLUTION APPROVING A STORMWATER DRAINAGE OUTFALL EASEMENT BY THE CITY OF SANIBEL IN FAVOR OF COAST AND ISLANDS COMMUNITY LAND TRUST, INC. AND COMMUNITY HOUSING AND RESOURCES, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Coast and Islands Community Land Trust, Inc. and Community Housing and Resources, Inc. have requested that the City approve and execute a Stormwater Drainage Outfall Easement as attached hereto; and

**WHEREAS**, the City Council finds that it is appropriate to grant such Stormwater Drainage Outfall Easement;

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

**SECTION 1.** The Stormwater Drainage Outfall Easement, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved and the Mayor is authorized to execute such easement.

**SECTION 2.** Effective date.

This Resolution shall take effect immediately upon adoption.

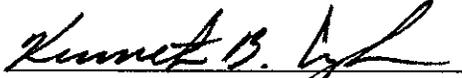
**DULY PASSED AND ENACTED** by the City Council of the City of Sanibel, Florida, this 2nd day of March, 2010.

AUTHENTICATION:

\_\_\_\_\_  
Mick Denham, Mayor

\_\_\_\_\_  
Pamela Smith, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kenneth B. Cuyler, City Attorney

2/24/10  
Date

Vote of Council Members:

Denham      \_\_\_\_\_  
Ruane        \_\_\_\_\_  
Harrity      \_\_\_\_\_  
Jennings     \_\_\_\_\_  
Pappas      \_\_\_\_\_

Date filed with City Clerk: \_\_\_\_\_

Instrument was prepared by  
and after recording return to:  
Douglas A. Lewis, Esq.  
Roetzel & Andress,  
A Legal Professional Association  
850 Park Shore Drive  
Trianon Centre, Third Floor  
Naples, Florida 34103  
(239) 649-6200

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## **STORMWATER DRAINAGE OUTFALL EASEMENT**

**THIS STORMWATER DRAINAGE OUTFALL EASEMENT** (the "Agreement") is made this \_\_\_\_ day of March, 2010, by the City of Sanibel, a municipal corporation of the State of Florida (the "City"), in favor of Coast and Islands Community Land Trust, Inc., a Florida not-for-profit corporation ("Coast and Islands") and Community Housing and Resources, Inc., a Florida not-for-profit corporation ("CHR") (Coast and Islands and CHR are collectively hereinafter referred to as the "Grantee").

### **WITNESSETH THAT:**

**WHEREAS**, the City is the owner of a certain tract of real property more particularly described on Exhibit "A" attached hereto and incorporated herein); and

**WHEREAS**, Coast and Islands is the owner of that certain real property more particularly shown and depicted on Exhibit "B" attached hereto and made a part hereof also known as "Centre Place" according to the future plat thereof (the "Centre Place Property"); and

**WHEREAS**, the City desires to grant to Grantee for the benefit of the Centre Place Property, a stormwater drainage outfall easement over the property as are more particularly described on Exhibit "A" attached hereto and incorporated herein ("Drainage Outfall Easement Area").

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises, representations and undertakings of the parties set forth herein, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. Recitals. The foregoing recitals are true and correct and are incorporated herein as part of this Agreement.

II. Definitions.

2.1 Stormwater Outfall and Facilities. For purposes of this Agreement, the term "Stormwater Outfall and Facilities" shall mean and refer to the stormwater drainage and related facilities, including without limitation all facilities and equipment that have been or may be installed or constructed within the Drainage Outfall Easement Area by to provide positive legal stormwater drainage outfall for the Centre Place Property.

2.2 Stormwater Outfall Pipelines. For purposes of this Agreement, the term "Stormwater Outfall Pipelines" shall mean and refer to those lines, pipes, and related facilities that may be installed or constructed within the Drainage Outfall Easement Area by Grantee in order to connect the stormwater system within the Centre Place Property with the outfall area and/or Stormwater Outfall and Facilities within the Drainage Outfall Easement Area.

III. Stormwater Drainage Outfall Easement. The City does hereby remise, release and quit-claim unto Grantee, and their respective guests, tenants, employees, invitees, licensees, designees, successors and assigns a perpetual, non-exclusive easement over, under and across the Drainage Outfall Easement Area appurtenant to and for the benefit of the Centre Place Property such that the Centre Place Property shall have positive legal outfall. The City shall maintain and repair, or cause to be maintained and repaired in good condition, the Stormwater Outfall and Facilities and the Drainage Outfall Easement Area at the City's sole cost and expense.

IV. Amendment & Duration. The benefits and burdens of this Agreement shall run with the real property that is subject to this Agreement and be appurtenant to such real property, with the effect that any person or entity which acquires an interest in any parcel or portion thereof shall be entitled to the benefits and be bound by the burdens of this Agreement. Any amendment or termination of this Agreement must be signed by the City and Grantee, their successors and/or assigns.

V. Miscellaneous.

5.1 Notices. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and either hand delivered, delivered by overnight courier or sent by registered, or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:	The City of Sanibel Attn: The City Manager 800 Dunlop Road Sanibel, Florida 33957
With a copy to:	City Attorney's Office Attn: Ken Cuyler 800 Dunlop Road Sanibel, Florida 33957
If to Coast and Islands:	Coast and Islands Community Land Trust, Inc. 800 Dunlop Road Sanibel, Florida 33957
With a copy to:	Roetzel & Andress Attn: Douglas A. Lewis 850 Park Shore Drive Trianon Centre, Third Floor Naples, Florida 34103
If to CHR:	Community Housing and Resources, Inc. 800 Dunlop Road Sanibel, Florida 33957

With a copy to:

Roetzel & Andress  
Attn: Douglas A. Lewis  
850 Park Shore Drive  
Trianon Centre, Third Floor  
Naples, Florida 34103

Any notice demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand delivery, or delivery by overnight courier, or three (3) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. Any such transmission received after 5:00 p.m. Eastern Standard Time (or Daylight Savings Time, whichever is then applicable) shall be deemed to have been given on the next following business day.

The addressees and addresses for the purpose of this Article may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes. The attorneys for the respective parties may directly give and receive any and all notices hereunder on behalf of their respective clients.

5.2 Applicable Law/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, exclusive of choice of law rules, and this Agreement shall not be construed more strictly against one party than against another party merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties hereto have contributed substantially and materially to the negotiations and preparation of this Agreement. Venue for any legal action arising out of this Agreement shall lie exclusively in the state courts of Lee County, Florida.

5.3 Relationship. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent, or create any partnership, joint venture or other association between the parties.

5.4 Remedies. In the event of default by a party hereto in its respective obligations hereunder, the non-defaulting party shall have the right to specific performance.

5.5 Entire Agreement; Severability. This Agreement contains the sole and entire agreement between the parties with respect to the matters set forth herein and no representation, inducement, promise or agreement, oral or written, between the parties which is not set forth herein shall be of any force or effect. If any term or provision of this Agreement or the application thereof to any party, person or circumstance shall, to any extent, be declared invalid or unenforceable by a court of law, the remainder of this Agreement, or the application of such term or provision to parties, persons or circumstances other than those to as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other terms and provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed by fully authorized signatory as of the date first written above.

WITNESSES:

City:

City of Sanibel, Florida,  
A municipal corporation of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Mike Denham, as Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTESTED:

Approved as to Form:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney's Office

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2010, by Mick Denham, as Mayor of City of Sanibel, a municipal corporation of the State of Florida, on behalf of said municipal corporation, who ( ) is personally known to me, or ( ) has produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Commission No.            \_\_\_\_\_  
Expiration Date

610759 v\_01 \ 018349.0013

LYING IN  
SECTION 19, TOWNSHIP 46 SOUTH, RANGE 23 EAST  
CITY OF SANIBEL, LEE COUNTY, FLORIDA

A DRAINAGE OUTFALL EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, CITY OF SANIBEL, LYING IN SECTION 19 , TOWNSHIP 46 SOUTH, RANGE 23 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

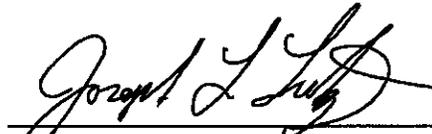
COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 7, BLOCK 5 OF SANIBEL CENTER AS RECORDED IN PLAT BOOK 7 AT PAGE 62 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE N75°10'34"E ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SANIBEL CENTER AND A PROLONGATION THEREOF FOR 373.23 FEET TO A CONCRETE MONUMENT MARKING THE EAST LINE OF GOVERNMENT LOT 4 OF SAID SECTION 19 AND THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1082 AT PAGE 1922 SAID POINT BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT NUMBER No. 2007000346395; THENCE S00°56'40"E ALONG SAID EAST LINE FOR 17.02 FEET; THENCE N89°03'20"E FOR 21 FEET TO AN INTERSECTION WITH THE ORDINARY HIGH WATER LINE OF A LAKE; THENCE ALONG SAID ORDINARY HIGH WATER LINE OF A LAKE THE FOLLOWING COURSES N02°37'E FOR 48 FEET; THENCE N88°12'E FOR 12 FEET; THENCE N03°W FOR 94 FEET; THENCE N06°23'W FOR 103 FEET; THENCE N03°25'E FOR 56 FEET; THENCE N65°06'E FOR 123 FEET; THENCE N73°18'E FOR 85 FEET; THENCE S83°56'E FOR 34 FEET; THENCE S67°44'E FOR 29 FEET; THENCE S17°52'E FOR 117 FEET; THENCE S15°14'E FOR 59 FEET; THENCE S19°E FOR 101 FEET; THENCE S13°57"E FOR 142 FEET; THENCE S12°13'E FOR 81 FEET; THENCE S63°45'W FOR 80 FEET; THENCE S73°13'W FOR 60 FEET; THENCE S55°57'W FOR 20 FEET; THENCE S27°W FOR 37 FEET; THENCE S17°46'W FOR 38 FEET; THENCE S05°23'W FOR 44 FEET; THENCE S12°02'W ALONG SAID ORDINARY HIGH WATER LINE OF A LAKE FOR 9 FEET TO AN INTERSECTION WITH THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1418 AT PAGE 2172 AND THE POINT OF BEGINNING; THENCE ALONG SAID ORDINARY HIGH WATER LINE OF A LAKE THE FOLLOWING COURSES S12°02'W FOR 47 FEET; THENCE S72°54'W FOR 80 FEET; THENCE N82°09'W FOR 29 FEET; THENCE N41°53'W FOR 21 FEET; THENCE S82°06'W FOR 26 FEET; THENCE N49°47'W ALONG SAID ORDINARY HIGH WATER LINE OF A LAKE TO AN INTERSECTION WITH THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1418 AT PAGE 2172 AND THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4731 AT PAGE 1008 FOR 8 FEET; THENCE N73°17'14"E ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1418 AT PAGE 2172 FOR 168 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 5,140 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON A THE EAST LINE OF GOVERNMENT LOT 4 AS BEARING N 00°56'40" W.

\*\*\* THIS IS NOT A SURVEY \*\*\*

BEAN, WHITAKER, LUTZ & KAREH, INC.



JOSEPH L. LUTZ, P.S.M., NO. LS3375  
PROFESSIONAL SURVEYOR & MAPPER  
STATE OF FLORIDA  
(FOR THE FIRM)

