COUNCIL ITEM 8G
DATE 9/12/11

COUNCIL ITEM 10F
DATE 8/22/11

ORDINANCE 11 -71

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A NON-EXCLUSIVE UTILITY EASEMENT FROM THE CITY OF PORT ST. LUCIE TO TRADITION IRRIGATION COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING AN EFFECTIVE DATE

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance of a non-exclusive utility easement from the City of Port St. Lucie to Tradition Irrigation Company, LLC, a Florida limited liability company ("Tradition Irrigation"), which shall serve to allow Tradition Irrigation to construct, operate, maintain, add and/or remove irrigation, reuse, and/or utility transmission or distribution lines, or related items may be necessary to provide irrigation, reuse or other related services for the Digital Domain project at Tradition. The non-exclusive easement to be conveyed to Tradition Irrigation is more particularly described in the proposed Easement, attached hereto as Exhibit "A," and said Easement is authorized and approved in substantially the same form attached hereto. The Mayor and city officials are hereby authorized to execute any and all documents necessary to complete the conveyance.

Section 2. That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2011.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

_____
Karen A. Phillips, City Clerk

BY:_____
JoAnn M. Faiella, Mayor

APPROVED AS TO FORM

BY:_____
Roger G. Orr, City Attorney

EXHIBIT
"A"
to Ordinance

Prepared by and when recorded return to:
Azlina Goldstein Siegel, Assistant City Attorney
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

NON-EXCLUSIVE UTILITY EASEMENT

For and in consideration of the sum of **Ten Dollars and No Cents ($10.00)** and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises, **CITY OF PORT ST. LUCIE, a Florida municipal corporation,** whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, FL 34984 (hereinafter referred to as "Grantor"), does hereby grant to **TRADITION IRRIGATION COMPANY, LLC, a Florida limited liability company,** whose principal address is 10489 S.W. Meeting Street, Port St. Lucie, FL 34987 (hereinafter referred to as "Grantee"), and its successors and assigns, a non-exclusive easement ("Easement") to construct, operate, maintain, add and/or remove irrigation, reuse, and/or utility transmission or distribution lines, or related items as Grantee may from time to time deem necessary to provide irrigation, reuse and/or other related services in the conduct of its business upon, over, under and across a portion of the following real property, situate, lying and being in the County of **St. Lucie,** State of **Florida,** to wit:

See Exhibit "A," attached hereto and incorporated herein.

This Easement, including the following rights are hereby granted: the right of ingress and egress to the Easement; the right to allow Grantee's contractors to lay remove irrigation, reuse, and/or utility transmission or distribution lines or other appurtenances on and under the Easement area for communications; the right to relocate said facilities and systems of communications of Grantee to a mutually acceptable and agreeable new easement location if any future highway relocation, widening, or improvements required and constructed by Grantor, the City of Port St. Lucie, shall require the removal of said distribution or transmission lines and systems outside the above-described Easement area.

To have and to hold the above granted Easement unto Grantee, its successors and assigns forever and in perpetuity.

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:

If any of the real estate, landscaping, sod, or any other improvement located on Grantor's property, outside the Easement area, is disturbed or damaged by any of the activities, under this agreement, of Grantee, its agents, employees, servants, contractors, consultants, or persons acting pursuant to contracts or agreement with Grantee then Grantee shall restore all such property to a condition, substantially similar to the condition, existing prior to the disturbance or damage.

Grantor reserves the right to use the subject property, Easement area, and all adjacent City property in any manner that will not unreasonably interfere with the Easement rights granted to Grantee hereinabove.

Grantee shall indemnify and hold harmless Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and cost of defense, which Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of

actions or proceedings of any kind or nature arising out of, relating to, or resulting from the actions, negligence or the failure to exercise care by Grantee, its officers, employees, agents, servants, contractors, consultants, in the construction, operation, maintenance, reconstruction or use of Grantee's irrigation, reuse, and/or utility transmission or distribution lines, or related items and appurtenances located upon, over, under and around the above-described Easement area.

In the event any damage or destruction of Grantor's property, improvements, landscaping, pavement, lighting, or any other structure located along and adjacent to the Easement is caused by Grantee's activities within the non-exclusive easement area, then Grantee shall pay for any and all costs associated with the repair or replacement of the above-described items of Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and set its hand and seal by its proper officer or representative duly authorized this _____ day of _____, 2011.

Signed, sealed and delivered in the presence of:

CITY OF PORT ST. LUCIE, a Florida municipal corporation
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

_____
Print Name:_____
Witness

By:_____
JoAnn M. Faiella, Mayor

_____
Print Name:_____
Witness

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY, that on this _____ day of _____, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, JoAnn M. Faiella, as Mayor, authorized to act on behalf of **CITY OF PORT ST. LUCIE, a Florida corporation**, is [ ] personally known to me or [ ] proven by producing the following identification _____to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this, the _____ day of _____, 2011.

_____(Seal)

_____
Print Name of Notary Public

NOTARY SEAL/STAMP

Notary Public, State of _____
My Commission expires

This Non-Exclusive Utility Easement has been duly authorized and approved by the City Council of the City of Port St. Lucie by Ordinance _____.

THIS IS NOT A SURVEY

EXHIBIT
"A"
to Non-Excl. Util. Esmt.

DESCRIPTION

A 10 FOOT WIDE PARCEL OF LAND LYING WITHIN LOT 1, TRADITION PLAT NO. 66, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 1 AND 2, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. THE CENTERLINE OF SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 04°38'03" EAST, ALONG THE WESTERLY LINE OF SAID LOT 3, ALSO BEING THE EASTERLY LINE OF TRACT "A", OF SAID TRADITION PLAT NO. 66, A DISTANCE OF 5.80 FEET, TO A TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 910.00 FEET, A CHORD BEARING OF SOUTH 05°23'46" EAST, A CHORD DISTANCE OF 24.20 FEET AND A CENTRAL ANGLE OF 01°31'25", THENCE SOUTHERLY, ALONG SAID WESTERLY LINE OF LOT 3 AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 24.20 FEET, TO A NON-RADIAL INTERSECTION; THENCE NORTH 85°21'57" EAST, A DISTANCE OF 258.03 FEET; THENCE NORTH 62°51'57" EAST, A DISTANCE OF 99.21 FEET, TO THE WESTERLY LINE OF SAID LOT 1 AND THE POINT OF BEGINNING, OF THE CENTERLINE, OF THE FOLLOWING DESCRIBED 10.00 FOOT WIDE PARCEL OF LAND; THENCE CONTINUE NORTH 62°51'57" EAST, A DISTANCE OF 27.73 FEET; THENCE NORTH 40°21'57" EAST, A DISTANCE OF 71.51 FEET; THENCE NORTH 04°38'03" WEST, A DISTANCE OF 28.86 FEET TO THE POINT OF TERMINUS. ALL SIDE LINES LIE 5.00 FEET EACH SIDE OF THE DESCRIBED CENTERLINE AND EXTEND OR TRIM AT THE WESTERLY LINE OF SAID LOT 1.

CONTAINING 1,281.0 SQUARE FEET, 0.029 ACRES, MORE OR LESS.

7-15-2011

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5556

DATE:

SKETCH & DESCRIPTION
LOT 1 - IRRIGATION

PREPARED FOR:
TRADITION

GEOMATICS SERVICES Inc.
PROFESSIONAL SURVEYORS & MAPPERS
3815 S.W. Savoy Dr. PALM CITY, FLORIDA
(772) 419-8383 FAX (772) 408-4208
CERTIFICATE OF AUTHORIZATION LB# 7673

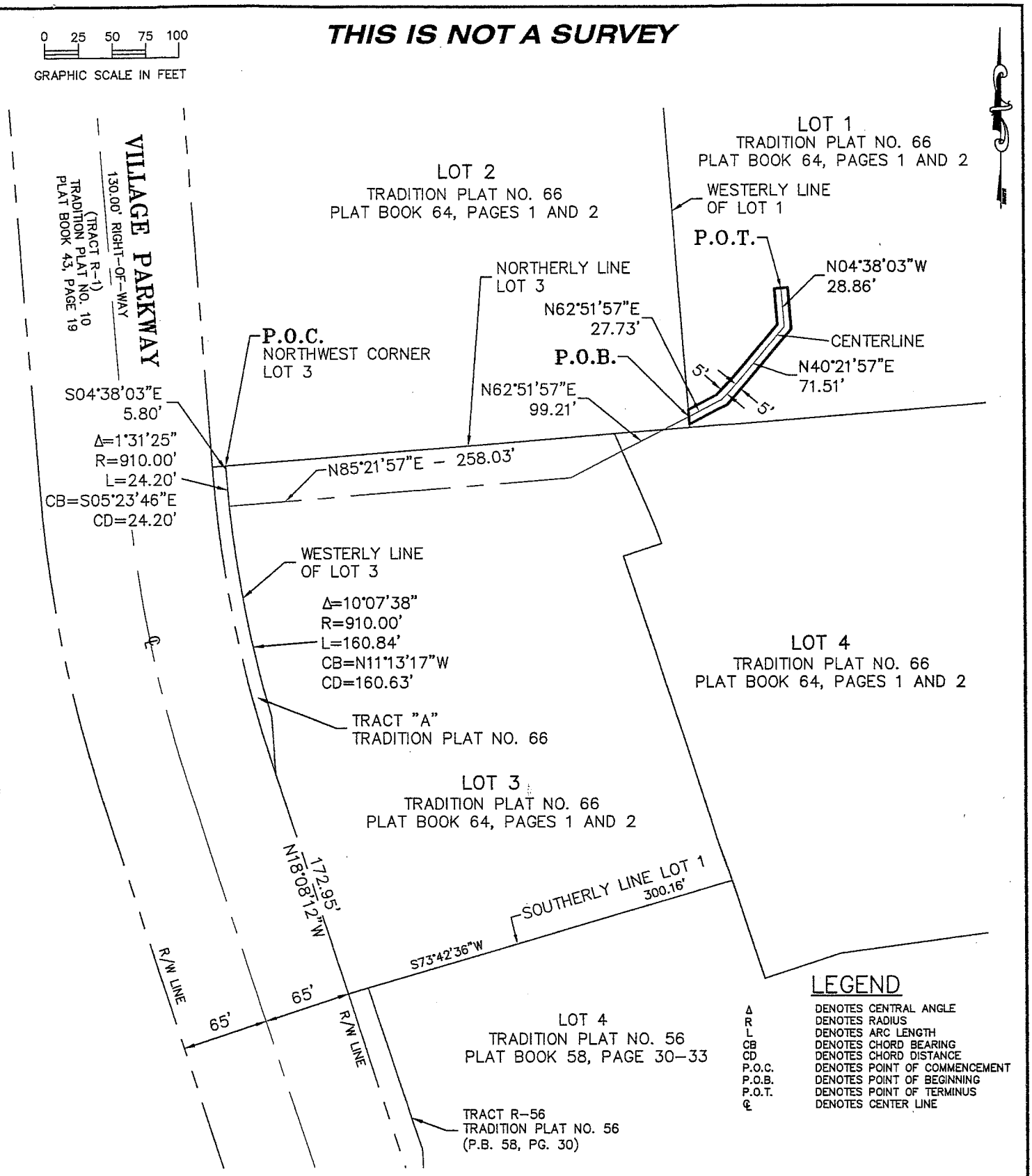
REVISIONS				
	1/16/2011 REVISED LOCATION			
	7/12/2011 REVISED LOCATION			

JOB No. : 09-132 DATE: 11/9/2010 FIELD BOOK: CHECKED BY: MTO CADD FILE : 09-132 IRR SK&D2.dwg
SCALE : 1"= 100' DRAWN BY: BCS PAGE: EFB FILE:

SHEET 1 OF 2

C:\Users\Bryan C. Smith\Documents\GSI Geomatics Services Inc\09-132 Digital Domain\Irrigation Sketch & Desc\09-132 IRR SK&D2.dwg, P1 LOT1, 7/12/2011 3:52:45 PM

THIS IS NOT A SURVEY



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LOT 1 - IRRIGATION

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Z:\09 Projects\09-132 Digital Domain\Irrigation Sketch & Desc\09-132 IRR SK&D2.dwg, 7/15/2011 12:16:06 PM, Adobe PDF, mto 8X11

MEMORANDUM

TO: JERRY A. BENTROTT, CITY MANAGER

THRU: ROGER G. ORR, CITY ATTORNEY

FROM: AZLINA GOLDSTEIN SIEGEL, ASSISTANT CITY ATTORNEY

DATE: AUGUST 17, 2011

SUBJECT: CONVEYANCE OF NON-EXCLUSIVE EASEMENT TO TRADITION IRRIGATION COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR DIGITAL DOMAIN PROJECT AT TRADITION AND AUTHORIZATION ORDINANCE

Attached for review and approval by the City Council of the City of Port St. Lucie is an ordinance authorizing the conveyance of a non-exclusive utility easement to Tradition Irrigation, LLC, a Florida limited liability company (hereinafter referred to as "Tradition Irrigation"). The purpose of the conveyance of the non-exclusive easement is to allow Tradition Irrigation to construct, operate, maintain, add and/or remove irrigation, reuse, and/or utility transmission or distribution lines, or related items may be necessary to provide irrigation, reuse or other related services for the Digital Domain project at Tradition.

Please place this matter on the appropriate City Council agendas for first and second readings. If you have any questions, please do not hesitate to contact me.

AGS/

Attachments: Ordinance 11-_____
Proposed Non-Exclusive Utility Easement

RECEIVED
AUG 17 2011
City Manager's Office