COUNCIL ITEM 10C
DATE 12/5/11

ORDINANCE 11-93

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF DRAINAGE EASEMENT FROM THE CITY OF PORT ST. LUCIE TO DDH LAND HOLDINGS, LLC; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance of the Drainage Easement from the City of Port St. Lucie to DDH Land Holdings, LLC, as depicted on the attached Exhibit "A". The Easement is a 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.

Section 2. The Mayor and City officials are hereby authorized to execute this document to complete the conveyance.

Section 3. This Ordinance shall become effective immediately upon its adoption.

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

CITY COUNCIL
CITY OF PORT ST. LUCIE

By:_____
JoAnn M. Faiella, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:_____
Roger G. Orr, City Attorney

MEMORANDUM

TO: JERRY A. BENTROTT, CITY MANAGER

THROUGH: ROGER G. ORR, CITY ATTORNEY

FROM: PAM E. BOOKER HAKIM, SENIOR ASSISTANT CITY ATTORNEY

DATE: NOVEMBER 30, 2011

SUBJECT: DRAINAGE EASEMENT / DIGITAL DOMAIN FACILITY

Attached please find an Ordinance and Easement from the City of Port St. Lucie to DDH Land Holdings, LLC. The Easement is for drainage purposes for the new Digital Domain Building. The Drainage Easement has been reviewed and is approved by the Legal Department.

Please place this item on the next available City Council agenda. Should you have any questions or need additional information, please contact me at 871-5165.

PBH/liw
Attach.

RECEIVED

NOV 30 2011

City Manager's Office

This instrument was prepared
And returned to
Pam E. Booker Hakim, Senior Assistant City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772)-873-6525

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT, is made and entered into this _____ day of _____, 2011, between the **CITY OF PORT ST. LUCIE**, a municipal corporation organized and existing under the laws of the State of Florida ("Grantor"), whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 and **DDH LAND HOLDINGS, LLC**, a Florida limited liability company ("Grantee"), whose address is 10521 S.W. Village Parkway, Suite 201, Port St. Lucie, Florida 34987.

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its agents, successors and assigns, subject to the terms and conditions hereinafter provided, a perpetual easement for drainage purposes in, under and across that certain parcel of real property owned by the Grantor, which is described in Exhibit "A" attached hereto ("Easement Property").

The Grantor represents and warrants to the Grantee that the Grantor is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property free and clear of all mortgages, liens, judgments and other encumbrances, except this easement, and that it has good and lawful right to grant this easement.

This easement shall permit the Grantee, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve such drainage. The Grantor shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property, which is inconsistent or interferes with the rights of the Grantee under this easement.

The Grantee shall restore the surface of the Easement Property after any excavation of the Easement Property and shall keep the Easement Property free from trash, debris and safety hazards following any repair or maintenance of the utilities; provided; however, that the foregoing shall not impose any obligation on Grantee to maintain the Easement Property. The Grantee shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees located within or outside the Easement Property, which might interfere with the Grantee's use of the Easement Property as permitted hereby. The Grantee shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

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

The Grantor reserves the right to use the Easement Property and all adjacent City property in any manner that will not unreasonably interfere with the easement rights granted to the Grantee herein. This easement grants to the Grantee, its successors and assigns, the exclusive right to use the Easement Property below its surface.

The Grantee shall indemnify and hold harmless the Grantor, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages including attorney's fees and cost of defense, which the Grantor, its officers, employees, agents and 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 Grantee's actions, negligence or failure to exercise care in the construction, operation, maintenance or reconstruction of Grantee's drainage system located upon, over, under and around the Easement Property.

This easement shall run with the land and shall be binding upon the Grantor, all parties entitled to use or possession of the Easement Property by or through the Grantor, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

GRANTOR
CITY OF PORT ST. LUCIE

WITNESS:

_____
Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

BY: _____
JoAnn M. Faiella, Mayor

Attest_____
Karen Phillips, City Clerk

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument as acknowledged before me this _____ day of _____, 2011, by_____ and _____Mayor and City Clerk, respectively, of the City of Port St. Lucie, who are personally known to me.

_____
Signature

_____
Printed Name
My commission expires:

GRANTEE
DDH LAND HOLDINGS, LLC,
a Florida limited liability company

WITNESS:

_____
Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

BY: DIGITAL DOMAIN MEDIA GROUP, INC.,
a Florida corporation, its managing Member

By:_____

Its:_____

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument as acknowledged before me this _____ day of _____, 2011, by _____ of Digital Domain Media Group, Inc. a Florida corporation, as Managing Member of DDH Land Holdings, LLC, a Florida limited liability company, on behalf of the limited liability company, who is □ personally known to me or □ has produced _____ as identification.

_____
Signature

_____
Printed Name
My commission expires:

THIS IS NOT A SURVEY

EXHIBIT "A"

EXHIBIT "A"

DESCRIPTION

A PARCEL OF LAND LYING IN 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 NORTHEAST CORNER OF SAID LOT 2, OF SAID TRADITION PLAT NO. 66; THENCE SOUTH 82°05'00" WEST, ALONG THE NORTHERLY LINE OF LOT 2, A DISTANCE OF 61.25 FEET, TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 10.00 FOOT WIDE PARCEL OF LAND; THENCE NORTH 30°10'41" EAST, A DISTANCE OF 25.02 FEET; THENCE NORTH 29°07'40" WEST, A DISTANCE OF 57.99 FEET, TO A POINT LYING 5.00 FEET EASTERLY, OF THE EASTERLY LINE OF PARCEL 3, TRADITION PLAT NO. 36, AS RECORDED IN PLAT BOOK 49, PAGE 28, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 7°55'00" WEST, ALONG A LINE PARALLEL TO AND 5.00 FEET EASTERLY, OF SAID EASTERLY LINE OF PARCEL 3, A DISTANCE OF 236.50 FEET, TO THE SOUTHERLY LINE OF WATER MANAGEMENT TRACT 1 (W.M.T.-1), OF SAID TRADITION PLAT NO. 36 AND A POINT OF TERMINUS. ALL SIDE LINES 5.00 FEET EACH SIDE, OF THE DESCRIBED CENTERLINE AND EXTEND OR TRIM AT THE NORTHERLY LINE OF SAID LOT 2 AND THE SOUTHERLY LINE OF SAID WATER MANAGEMENT TRACT 1.

SAID PARCEL CONTAINS 0.073 ACRES, MORE OR LESS.

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

DATE:

SKETCH & DESCRIPTION

PREPARED FOR:

TRADITION COMMUNITY DEVELOPMENT DISTRICT

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				

JOB No. : 09-132 DATE: 1/14/2011 FIELD BOOK: CHECKED BY: MTO , CADD FILE : 09-132 SK&D1 DRAINAGE.dwg SHEET 1 OF 2
SCALE : 1"= 100' DRAWN BY: BCS PAGE: EFB FILE:

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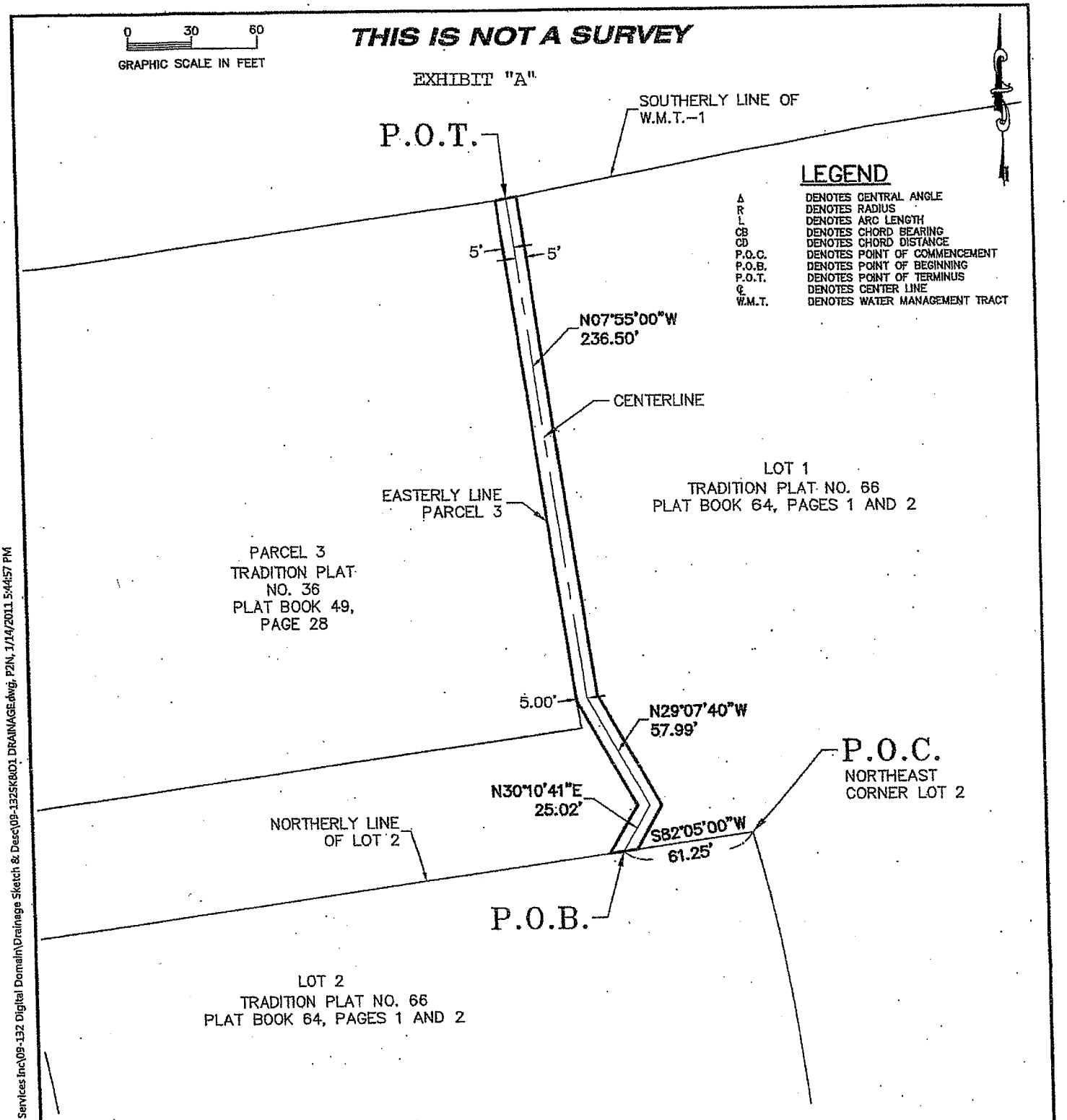

SKETCH & DESCRIPTION

PREPARED FOR:

TRADITION COMMUNITY DEVELOPMENT DISTRICT

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REVISIONS			

JOB No. : 09-132 DATE: 1/14/2011 FIELD BOOK: CHECKED BY: MTO CADD FILE : 09-132 SK&D1 DRAINAGE.dwg SHEET 2 OF 2
SCALE : 1"= 60' DRAWN BY: BCS PAGE: EFB FILE:

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