RESOLUTION 08-12075

A RESOLUTION ACCEPTING A PARKING LOT DRAINAGE EASEMENT AND A LAKE DRAINAGE EASEMENT FOR BASIN III STORMWATER DRAINAGE IMPROVEMENTS AT THE 500 BLOCK OF 5TH AVENUE SOUTH FROM STEPHEN H. FARRINGTON; DIRECTING THAT THE CITY CLERK RECORD SAID EASEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has designed a stormwater drainage project in Drainage Basin III that requires piping to be placed through privately owned property at the 500 block of 5th Avenue South; and

WHEREAS, the City negotiated the purchase of property and the purchase of two utility easements from Mr. Stephen Farrington to obtain direct public access from 5th Avenue South to an alley and lake located immediately to the south of the 500 block of 5th Avenue South; and

WHEREAS, the transaction to purchase the property and the two utility easements from Stephen H. Farrington closed on April 25, 2008; and

WHEREAS, it is in the City's best interest to accept the Parking Lot Drainage Easement and the Lake Drainage Easement from Stephen Farrington for drainage improvements at the 500 block of 5th Avenue South;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. That the Parking Lot Drainage Easement and the Lake Drainage Easement from Stephen H. Farrington are hereby accepted for drainage improvements at the 500 block of 5th Avenue South, a copy of which are attached hereto and made a part hereof.

Section 2. That, upon City acceptance, the City shall record said easements with the Clerk of Collier County.

Section 2. That this resolution shall take effect immediately upon adoption.


Bill Barnett, Mayor

Attest: Tara A. Norman, City Clerk

Date filed with City Clerk: 6/17/08

 Approved as to form and legality: Robert D. Pritt, City Attorney

4179651 OR: 4370 PG: 3581

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
06/17/2008 at 02:23PM DWIGHT E. BROCK, CLERK

REC FEE 78.00
Prepared by and return to:
David N. Sexton, Esquire
Bond, Schoeneck & King, P.A.
4001 Tamiami Trail North, Suite 250
Naples, FL 34103

Project: Basin III Stormwater Improvements
Drainage Easement (Lake Drainage)
Folio Number: 11430280007 (500 5th Avenue South)

DRAINAGE EASEMENT (Lake)

This Drainage Easement (the "Easement"), is granted this 24th day of July, 2008, by STEPHEN H. FARRINGTON, whose mailing address is 271 Broad Avenue South, Suite 201, Naples, FL 34102, its successors and assigns, hereafter known as GRANTOR, to the CITY OF NAPLES, a municipal corporation the State of Florida, whose mailing address is 735 8th Street South, Naples, FL 34102, its successors and assigns, hereafter known as GRANTEE.

WITNESSETH, That the Grantor for and in consideration of the sum of TEN AND 00/100THS DOLLARS ($10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby mutually acknowledged, hereby conveys, grants, bargains and sells unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, and privilege to enter upon and to install, operate and maintain Drainage Facilities of the Grantee, as hereinafter defined, under the following described lands being located in Collier County, Florida, to wit:

See attached Exhibit "A" which is incorporated herein by reference (the "Easement Area")

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, together with the right to enter upon the Easement Area for the purposes of constructing, relocating, operating and maintaining Drainage Facilities of the Grantee under the Easement Area only at Grantee's sole cost and expense. Grantor and Grantee are used for singular or plural, as the context requires.

WITH respect to said right and easement hereby conveyed by the Grantor, the Grantee, by its acceptance hereof, hereby agrees as follows:

a. Drainage Facilities of the Grantee shall include all underground pipes, pipe bedding, backfill, manholes, cleanouts, and inlets. All drainage facilities of Grantee shall be under the land of the Grantor.

b. In connection with any excavation, construction or maintenance of Drainage Facilities of the Grantee, Grantee, at its sole cost and expense, shall promptly restore all disturbed land and improvements to substantially the same condition which existed at the time the work commenced.
c. The Grantor and its successors and assigns shall have the right to use and enjoy this Easement in common with the Grantee and others legally entitled thereto provided said use does not interfere with the Grantee's use or enjoyment thereof. Without limiting the generality of the foregoing, above-ground structures shall not be permitted upon or over the Easement Area.

d. To the extent provided by Law, the Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims arising from the failure of the Grantee to comply with the covenants and obligations set forth herein or arising out of Grantee's exercise of its rights contained in this Easement but subject to limitations set forth by applicable Florida Statutes.

e. Grantor hereby represents and warrants to Grantee that it is the present fee simple title owner of the Easement Area and that the Easement Area is presently free and clear of liens and encumbrances excepting easements, restrictions and reservations of record.

f. This Easement shall run with the land and shall be binding upon all future purchasers of the property encumbered hereby.

    TO HAVE AND TO HOLD, the same unto Grantee, its respective successors and assigns, for the purpose aforesaid.

    IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the Presence of:

    (Signature of Witness #1)  
    Print Name: DAVID N. SEXTON

    (Signature of Witness #2)  
    Print Name: MARIA L. DICKERSON

GRANTOR:

    (Signature)
    Print Name: STEPHEN H. FARRINGTON
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27th day of
November, 2008, by Stephen H. Farrington. He is personally known to me or has produced

(SEAL)

Notary Public Signature
Print Name: David N. Sexton
My commission expires: March 29, 2010

550781.03.016763.0001
NOTES
1. Bearings are based on the east boundary of Lot 4 being 5,900.000' assumed.
2. This property is subject to any facts that may be revealed with a full and accurate title search.
3. Subject to easements, reservations and restrictions of record.
4. This property is subject to any facts that may be revealed with a full and accurate title search.
5. All dimensions are in feet and decimals thereof, unless otherwise noted.

LEGAL DESCRIPTION
All of Lot 4, Block A, Lakeview Terrace, as recorded in Plat Book 2, Page 90 of the Public Records of Collier County, Florida, less and except the north 165 feet being more particularly described as follows:

Commencing at the northeast corner of said Lot 4, thence S.000000'-W., a distance of 165.00 feet to the point of beginning, thence S.000000'-W., a distance of 10.42 feet to the southeast corner of said Lot 4, also being a point of curve of a non-tangent curve to the left, of which the radius point lies 5,280.57'-W., 146.42 feet, thence westerly along the arc and the southerly line of said Lot 4 through a central angle of 11°30'55", a distance of 29.43 feet, thence N90°00'00"-W., a distance of 128.64 square feet or 0.0630 acres, more or less.

LEGEND
- R/W = RIGHT-OF-WAY
- C = CENTERLINE
- A.E. = ALLEY EASEMENT
- G.R. = OFFICIAL RECORDS BOOK

SURVEYOR'S CERTIFICATE
For the exclusive use of:
CITY OF NAPLES

[Signatures and seals]
DRAINAGE EASEMENT (Parking Lot)

This Drainage Easement (the "Easement"), is granted this 24th day of April, 2008, by STEPHEN H. FARRINGTON, whose mailing address is 271 Broad Avenue South, Suite 201, Naples, FL 34102, its successors and assigns, hereafter known as GRANTOR, to the CITY OF NAPLES, a municipal corporation of the State of Florida, whose mailing address is 735 5th Street South, Naples, FL 34102, its successors and assigns, hereafter known as GRANTEE.

WITNESSETH, That the Grantor for and in consideration of the sum of TEN AND 00/100THS DOLLARS ($10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby mutually acknowledged, hereby conveys, grants, bargains and sells unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, and privilege to enter upon and to install, operate and maintain Drainage Facilities of the Grantee, as hereinafter defined, under the following described lands being located in Collier County, Florida, to wit:

See attached Exhibit "A" which is incorporated herein by reference (the "Easement Area")

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, together with the right to enter upon the Easement Area for the purposes of constructing, relocating, operating and maintaining Drainage Facilities of the Grantee under the Easement Area only at Grantee's sole cost and expense. Grantor and Grantee are used for singular or plural, as the context requires.

WITH respect to said right and easement hereby conveyed by the Grantor, the Grantee, by its acceptance hereof, hereby agrees as follows:

a. Drainage Facilities of the Grantee shall include all underground pipes, pipe bedding, backfill, manholes, cleanouts, and inlets.

b. In connection with any excavation, construction or maintenance of Drainage Facilities of the Grantee, Grantee, at its sole cost and expense, shall promptly restore all disturbed land and improvements to substantially the same condition which existed at the time the work commenced. When restoring pavement and pavement markings associated with the existing parking lot, the Grantee shall stripe in such a way as to maximize the number of parking
spaces within the Grantor’s parking lot in accordance with land development code parking space
size, and location requirements.

c. The Grantor and its successors and assigns shall have the right to use and enjoy
this Easement in common with the Grantee and others legally entitled thereto provided said use
does not interfere with the Grantee’s use or enjoyment thereof. Without limiting the generality
of the foregoing, above-ground structures shall not be permitted upon or over the Easement Area.

d. To the extent provided by Law, the Grantee shall indemnify, defend and hold
harmless Grantor from and against any and all claims arising from the failure of the Grantee to
comply with the covenants and obligations set forth herein or arising out of Grantee’s exercise of
its rights contained in this Easement but subject to limitations set forth by applicable Florida
Statutes.

e. Grantor hereby represents and warrants to Grantee that it is the present fee
simple title owner of the Easement Area and that the Easement Area is presently free and clear of
liens and encumbrances excepting easements, restrictions and reservations of record.

f. This Easement shall run with the land and shall be binding upon all future
purchasers of the property encumbered hereby.

TO HAVE AND TO HOLD, the same unto Grantee, its respective successors and
assigns, for the purpose aforesaid.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in the
Presence of:

GRANTOR:

(Signature of Witness #1)
Print Name: David M. Sexton

(Signature of Witness #2)
Print Name: Monica L. Dickerson

245869.1
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 24th day of
April, 2008, by Stephen H. Farrington. He is personally known to me or has produced
as identification.

Notary Public Signature
Print Name:
My commission expires:

(SEAL)
LEGAL DESCRIPTION

A portion of Lot 3, Block A, Lakeview Terrace, as recorded in Plat Book 2, Page 90 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commencing at the northeast corner of Lot 3, Block A, Lakeview Terrace, as recorded in Plat Book 2, Page 90 of the Public Records of Collier County, Florida, thence south 00°00'00" west along the east line of Said Lot 3 a distance of 90.00 feet to the southeast corner of those lands described in Official Records Book 574, Page 594 of the Public Records of Collier County, Florida, thence south 90°00'00" west along the south line of said described lands a distance of 50.00 feet to the point of beginning, thence south 00°00'00" west a distance of 60.00 feet to a point on the north line of the 10' Alley, as described in Official Records Book 574, Page 594 of the Public Records of Collier County, Florida, thence north 90°00'00" east a distance of 50.00 feet to the point of beginning, thence north 00°00'00" west a distance of 60.00 feet to the point of beginning containing 600.00 square feet or 0.0138 acres, more or less.

LEGEND

R/W = Right-of-Way
C = Centerline
A/E = Alley Easement
O/R = Official Records Book

SURVEYOR'S CERTIFICATE

FOR THE EXCLUSIVE USE OF CITY OF NAPLES

This is NOT a Survey.