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**CITY OF MARATHON, FLORIDA
RESOLUTION 2005-116**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, GRANTING A UTILITY EASEMENT TO THE
FLORIDA KEYS ELECTRIC COOPERATIVE, INC.**

WHEREAS, the City of Marathon, Florida (the "City"), is the owner of Community Park Phase II (the "Park"), including that portion more fully described on the Grant of Easement and Right of Use Agreement, a copy of which is attached hereto and made a part hereof (the "Grantor's Property"); and

WHEREAS, the City is developing proposed amenities at the Park which will require electrical service; and

WHEREAS, the Florida Keys Electric Cooperative, Inc. ("FKEC") has requested the grant of an electrical utility easement as a condition to the provision of electrical service to the Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF MARATHON, FLORIDA, THAT:**

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. The City Manager is authorized to execute the Grant of Easement and Right of Use Agreement, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 13th day of September, 2005.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Bull, Mearns, Miller, Pinkus, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

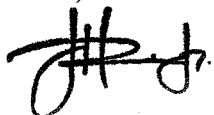
ATTEST:



Cindy L. Ecklund,
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

This Instrument Prepared by:
Robyn J. Barnett
Engineering Dept. Secretary
Florida Keys Electric Coop., Inc.
91605 Overseas Hwy (P.O. Box 377)
Tavernier, FL 33070

DISTRIBUTION RIGHT-OF-WAY EASEMENT (Corporation)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned grantors, (whether one or more)

PROPERTY OWNER (S): City of Marathon

Mailing Address: 10045-55 Overseas Hwy City: Marathon State: FL Zip Code 33050

Property Address: 200 36th Street City: Marathon State: FL Zip Code 33050

in consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Florida Keys Electric Cooperative, Inc., of P.O. Box 377, Tavernier, Florida 33070-0377, hereinafter called the "Cooperative", its successors and assigns, a perpetual easement 15 feet in width, over, under, upon and across the lands and real property situate, lying and being in the County of Monroe, State of Florida, more particularly described as follows:

A 15 FOOT WIDE EASEMENT LYING IN GOVERNMENT LOT 3, SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, KEY VACA, MONROE COUNTY, FLORIDA SAID 15 FOOT WIDE EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 3, SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST AND THE SOUTHERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 1; (NOTE: THE BEARINGS RECITED HEREIN ARE RELATIVE TO THE BEARING S74°20'00"W ASSUMED FOR THE SOUTH RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 1) THENCE S74°20'00"W ALONG THE SOUTH RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 1, A DISTANCE OF 495.54 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 15 FOOT WIDE UTILITY EASEMENT; THENCE S47°11'36"E, A DISTANCE OF 46.26 FEET; THENCE S16°55'31"E, A DISTANCE OF 68.03 FEET; THENCE S15°54'12"E, A DISTANCE OF 134.56 FEET; THENCE N74°05'48"E, A DISTANCE OF 8.50 FEET; THENCE S15°54'12"E, A DISTANCE OF 15.00 FEET; THENCE S74°05'48"W, A DISTANCE OF 8.50 FEET; THENCE S15°54'12"E, A DISTANCE OF 7.74 FEET; THENCE S32°30'14"W, A DISTANCE OF 23.68 FEET; THENCE S43°10'11"W, A DISTANCE OF 55.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°18'02", A DISTANCE OF 2.54 FEET TO THE POINT OF TANGENCY; THENCE S15°07'51"E, A DISTANCE OF 46.60 FEET; THENCE S61°28'54"E, A DISTANCE OF 7.50 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF THE MONROE COUNTY JAIL FACILITY; THENCE S15°40'00"E, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 20.92 FEET; THENCE N61°28'54"W, A DISTANCE OF 7.78 FEET; THENCE S15°07'51"E, A DISTANCE OF 131.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 15.50 FEET; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'53", A DISTANCE OF 24.37 FEET TO THE POINT OF TANGENCY; THENCE S74°58'02"W, A DISTANCE OF 295.57 FEET; THENCE N18°26'22"W, A DISTANCE OF 68.30 FEET; THENCE N71°33'38"E, A DISTANCE OF 15.00 FEET; THENCE S18°26'22"E, A DISTANCE OF 54.17 FEET; THENCE N74°58'02"E, A DISTANCE OF 281.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 0.50 FEET; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'53", A DISTANCE OF 0.79 FEET TO THE POINT OF TANGENCY; THENCE N15°07'51"W, A DISTANCE OF 199.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 17.50 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°18'02", A DISTANCE OF 17.81 FEET TO THE POINT OF TANGENCY; THENCE N43°10'11"E, A DISTANCE OF 54.25 FEET; THENCE N32°30'14"E, A DISTANCE OF 15.54 FEET; THENCE N15°54'12"W, A DISTANCE OF 150.43 FEET; THENCE N16°55'31"W, A DISTANCE OF 63.84 FEET; THENCE N47°11'36"W, A DISTANCE OF 51.41 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE N74°20'00"E, A DISTANCE OF 17.60 FEET TO THE POINT OF BEGINNING.

also a perpetual easement over, under, upon and across all streets, alleys, easements and rights of way in any subdivision or recorded plat, which subdivision or recorded plat includes the said property described herein. And the right to construct, operate and maintain an electric distribution line, system or other services unrelated to supplying electricity, on or under the above described lands; the right to inspect and make such repairs, changes, alterations, improvements, and additions to its facilities as the Cooperative may from time to time deem advisable including, by way of example, and not by the way of limitation, the right to increase or decrease the number of conduits, poles, wires, cables, hand holes, transformers, and transformer enclosures; the right to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery's that may interfere with or threaten or endanger the operation and maintenance of said line or system; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise interfere with Cooperative's use of the right of way easement; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, system, or, if any of said system is placed underground, of the trench or related underground facilities by any other utility, person, association, or corporation; and the right to enter upon, cross and use other lands of the Grantors to provide access to the easements granted herein.

The undersigned agree that all poles, wire, and other facilities including any main service entrance equipment, installed in, upon or under the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above described lands. The grantors reserve the right to use the easement conveyed herewith for general farming, citrus grove, or pasture purposes, as long as such use does not interfere with the Cooperative's use of the easement conveyed hereunder.

Grantors agree that this right-of-way easement, shall run with the land, and that any abandonment of the use of the easement, or interruption in the use of the right-of-way easement, shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seal this ____ day of _____, 20____.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS SIGNATURE

WITNESS SIGNATURE

STATE OF _____

COUNTY OF _____

(seal)

Grantor's Signature

The foregoing instrument ~~was~~ acknowledged before me this ____ day of _____, _____.

by _____
(NAME OF OFFICER OR AGENT, TITLE OF OFFICER OR AGENT)

of _____ (NAME OF CORPORATION ACKNOWLEDGING)

corporation, on behalf of the corporation. He/she is personally known to me or has produced:

_____ as identification and who did (did not) take an oath.
(Type of Identification)

_____, Notary Public Commission No. _____

Name of Notary typed, printed or stamped.