

RESOLUTION NO. 32-12-14

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT
DISTRICT ACCEPTING THE ATTACHED EASEMENT
AGREEMENT AND AUTHORIZING THE GENERAL
MANAGER TO EXECUTE THE ACCEPTANCE THEREOF**

WHEREAS, on November 5, 2014, the Board of Commissioners ("Board") of the Key Largo Wastewater Treatment District ("District") met for a Commission Meeting; and

WHEREAS, at that meeting, Mr. Sam Stoia appeared before the Board and explained that he had constructed sewer system facilities at Rock Harbor Marina and RV Park in order to comply with the laws, ordinances, rules, and regulations of the State of Florida, the County of Monroe and the District; and

WHEREAS, Mr. Stoia further explained that the construction of these facilities resulted in an encroachment on the County right-of-way; and

WHEREAS, Mr. Stoia requested that the District assume ownership of two manholes and pipes that connect his sewer system at 81 E Second St. to the District's infrastructure; and

WHEREAS, District Staff has determined that assuming ownership of these sewer system facilities would not have any financial impact on, or cost to, the District; and

WHEREAS, at the November 5th meeting, the Board adopted a resolution that provided that the District would assume ownership of these sewer system facilities on condition of a successful inspection and an Easement Agreement between the District and Mr. Stoia; and

WHEREAS, Mr. Stoia has agreed to and has signed the Easement Agreement attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT THAT:

- 1) The Key Largo Wastewater Treatment District accepts for utility purposes the real property, or interest therein, described in the said Easement Agreement and consents to the recordation thereof.
- 2) The General Manager is authorized to execute and accept the said Easement Agreement on behalf of the District.
- 3) This resolution shall take effect upon adoption by the Board of Commissioners.


RESOLVED AND ADOPTED THIS 2ND DAY OF DECEMBER, 2014

The foregoing RESOLUTION was offered by Commissioner Majeska, who moved its approval. The motion was seconded by Commissioner Higgins, and being put to a vote, the result was as follows:

	AYE	NAY
Chairman Asdourian	/	—
Commissioner Gibbs	/	—
Commissioner Higgins	/	—
Commissioner Majeska	/	—
Commissioner Tobin	ABSTAINED	—


The Chairman thereupon declared Resolution No. 32-12-14 duly passed and adopted the 2nd day of December, 2014.


KEY LARGO WASTEWATER TREATMENT DISTRICT


Chairman Asdourian

ATTEST:

Approved to as to form and legal sufficiency


Mariela Montedeoca, District Clerk


General Counsel, Ray Giglio



After recording, please return to:)
)
 Name: Key Largo Wastewater)
 Treatment District)
 Address: P.O. Box 491)
)
 City, State, Zip: Key Largo, FL)
 33037-0491)
 Phone: 305-451-4019)
)
)
 This instrument prepared by, or under the direction of,)
 Raymond Giglio, Esq., Florida Bar No. 0157340)
 General Counsel, KLWTD)
 P.O. Box 491, Key Largo, FL 33037-0491)

---Above This Line Reserved For Official Use Only---

Property Appraiser Parcel Identification Numbers =

EASEMENT GRANT & CONVEYANCE OF FACILITIES AGREEMENT

Pursuant to this EASEMENT GRANT & CONVEYANCE OF FACILITIES AGREEMENT (“Agreement”), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, My Family Trust 12/4/2012 C/O Samuel C Stoia, Trustee (the “Grantor”), whose mailing address is: PO Box 370888, Key Largo, FL 33037, hereby grants and conveys to the Key Largo Wastewater Treatment District (the “District”), whose mailing address is: PO Box 491, Key Largo, FL 33037, a non-exclusive Utility Easement (the “Easement”), over, in, across, and under certain real property owned by the Grantor (the “Easement Area”), which Easement Area is located in Monroe County, Florida and is more particularly described as: a ten (10) foot wide strip of land immediately adjacent to the right of way on the northwest edge of lots 5-6-7 and 8 of SQR 4, Mandalay PB1-194. In addition, the Grantor hereby grants and conveys to the District, and the District hereby accepts, any and all sewer service facilities belonging to the Grantor that are located on, in, or under the Easement Area.

This Easement grants the District access to the Easement Area for the maintenance of the sanitary sewer service facilities located thereon, therein, or thereunder. Pursuant to this Easement, the District shall have such access to the Easement Area as is reasonably necessary to maintain the sanitary sewer service facilities located thereon, therein, or thereunder. The District shall have complete access to the Easement Area at any time, 24-hours per day, in the event of an emergency.

Grantor hereby covenants and warrants that Grantor owns the Easement Area described above and the sanitary sewer service facilities located thereon, therein, or thereunder, and/or that the undersigned, as or on behalf of Grantor, has the right to grant this Easement and to convey these facilities. Grantor shall not construct any new buildings or improvements on the Easement Area or otherwise use the Tax Parcel (“Parcel”) on which the Easement Area is located in such a way as would interfere with the easement rights of the District or materially increase the costs to the District of maintaining the sanitary sewer service facilities located thereon, therein, or thereunder, without first obtaining the written approval of the District. Grantor agrees to provide notice, in writing, of the conditions of this Easement Grant to: any and all persons who claim or may have an interest in the Parcel; to any and all persons who may be tenants, occupants or users of the Parcel; and to all other persons or entities entitled to use of the Parcel, including but not limited to realtors, developers, builders and contractors.

Grantor releases, waives, discharges and agrees to hold harmless, the District and its commissioners, officers, servants, agents, and employees, from any and all liability, claims, demands, actions and causes of action whatsoever, alleged or real, that may be sustained by the Grantor or by any third party, or to any property belonging to the Grantor or any third party, now or in the future, including any diminution to the value of the Parcel arising out of this Agreement.

The Effective Date of this Agreement shall be the date it is executed by an authorized representative of each signing party. The Easement shall commence on the Effective Date of this Agreement, shall run with the land, and shall continue in full force and effect unless and until it is terminated by the District or by the Grantor in accordance herewith. The Grantor shall be permitted to terminate this Agreement, and the Easement granted by it, if: Grantor has received the written consent of the District to do so, which consent shall not be unreasonably withheld; and Grantor has, at Grantor’s own cost and expense, removed all sanitary sewer facilities conveyed by this Agreement, which are located



in part or in whole in or on the public right of way; and Grantor is and will be in full compliance with all applicable State, County, and District laws, rules, and regulations.

Whenever used herein, the plural nouns or pronouns shall include the singular, and the singular shall include the plural.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Agreement to be executed in its name as of this 26 day of November, 2014.

GRANTOR: My Family Trust 12/4/2012 C/O Samuel C Stoia, Trustee

By: [Signature]
Samuel C. Stoia

Signed, Sealed and Delivered in the presence of:
WITNESS:

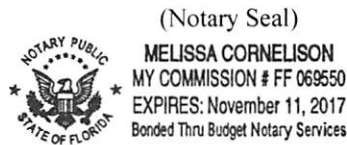
By: [Signature]
Print Name [Signature]

WITNESS:
By: [Signature]
Print Name Diane Beckman

COUNTY OF MONROE
STATE OF FLORIDA

I HEREBY CERTIFY that on this 26 day of November, 2014, before me, an officer duly authorized to take acknowledgments, personally appeared **Samuel C. Stoia, Trustee of the My Family Trust 12/4/2012**, known to me to be the person(s) named in the foregoing instrument, who acknowledged executing same in the presence of two subscribing witnesses and who is/are personally known to me or produced Driver's License as identification and who did/did not take an oath.

[Signature]
Notary Public
Melissa Cornelison
Printed Name of Notary
My Commission Expires:



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the **Key Largo Wastewater Treatment District**, Grantee herein, acting by and through its General Manager, hereby accepts for utility purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2014.

Key Largo Wastewater Treatment District

Approved as to Form and Legal Sufficiency:

Paul Christian, General Manager

Ray Giglio, District Counsel