



City of North Port

RESOLUTION NO. 09 - R - 05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA APPROVING THE GRANT OF A NON-EXCLUSIVE TEMPORARY 10-FOOT WIDE UTILITY EASEMENT TO T-MOBILE SOUTH, LLC OVER, UNDER AND ACROSS A PORTION OF LAND LYING WITHIN THE CITY CENTER COMPLEX SITE AND DIRECTING THE COMMISSION CHAIR TO EXECUTE THE EASEMENT ON BEHALF OF THE CITY OF NORTH PORT

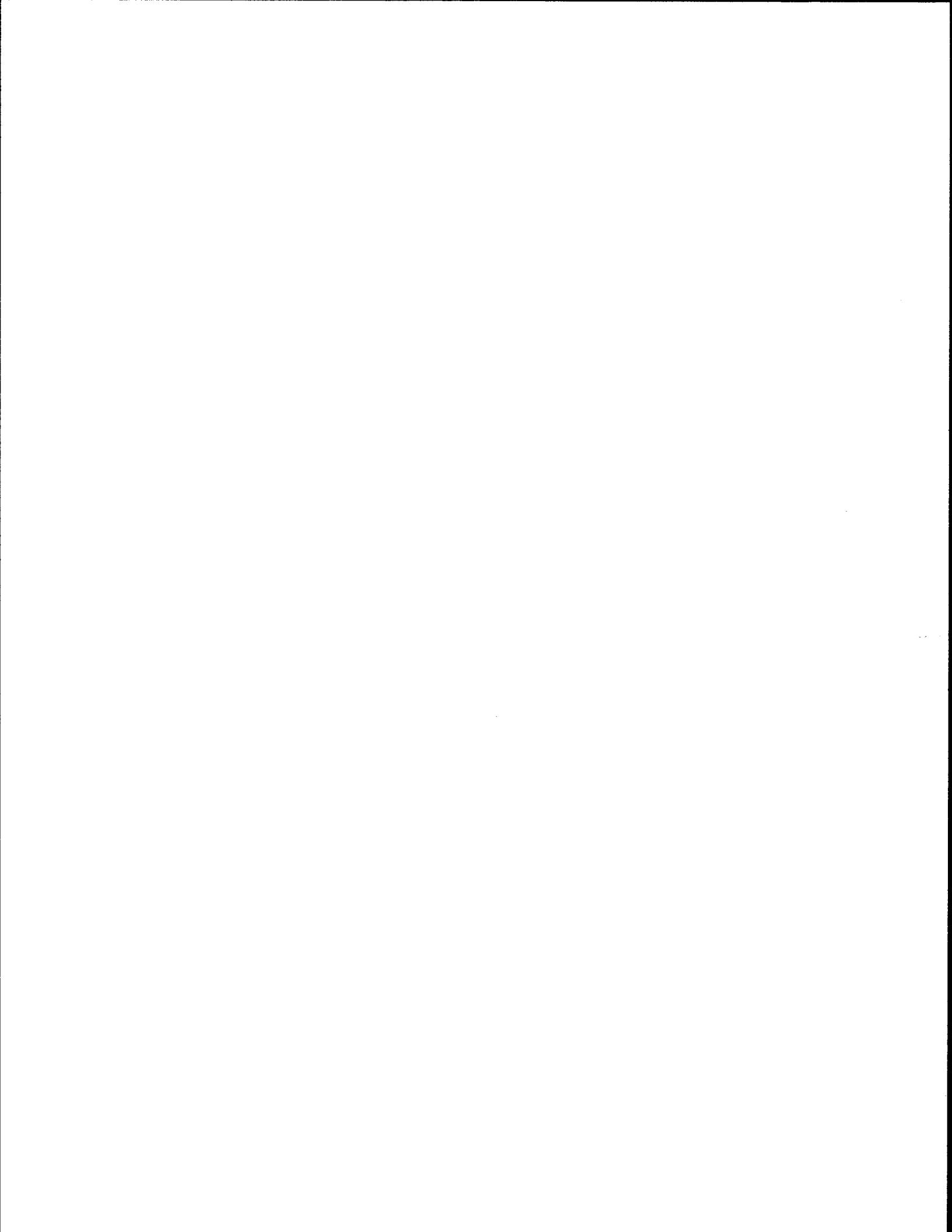
WHEREAS, the City has entered into a 30-year lease with T-Mobile South, LLC for the construction and operation of a telecommunications tower to be located on the North Port Road and Drainage District site located directly to the east of the City Center Complex site; and

WHEREAS, T-Mobile South, LLC requires certain utility easements in order to provide utility service to its telecommunications tower; and

WHEREAS, one of those utility easements, a temporary 10-foot utility easement, is located on a portion of land owned by the City of North Port commonly known as the City Center Complex site; and

WHEREAS, the easement to be granted is further described in an easement document entitled "Utility Easement", a copy of which is attached hereto as Exhibit 1 and by its reference made a part hereof; and

WHEREAS, the easement area is identified as "T-Mobile 10-foot Wide Non-Exclusive Utility Easement C" as described in Boundary and Topographical Survey prepared for T-Mobile by Geoline Surveying, Inc, dated March 10, a copy of which is identified as Exhibit A of the easement document attached hereto; and



WHEREAS, the City Attorney and City staff have reviewed the easement document and found that it provides adequate protection to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Port, Florida,

1. The Commission hereby approves granting of a temporary utility easement to T-Mobile South, LLC, said easement being described in Exhibit A.
2. The Commission hereby directs the Commission Chair to execute the easement on behalf of the City of North Port.
3. The City Clerk is hereby directed to file a certified copy of this Resolution with the Clerk of the Sarasota County Circuit Court to be duly recorded in the Official Records of said County.
4. The City Clerk is hereby directed to file a certified copy of the executed easement with the Clerk of the Sarasota County Circuit Court to be duly recorded in the Official Records of said County.

Effective Date: This resolution shall become effective immediately upon passage.

Passed and adopted on this 26th day of January, 2009.

City of North Port

Vanessa Carusone

VANESSA CARUSONE

Vanessa Carusone, Commissioner
Chair

Attest:

Helen M. Raimbeau

Helen M. Raimbeau, MMC
City Clerk

Approved as to Form and Correctness

Robert K. Robinson

Robert K. Robinson
City Attorney

EXHIBIT 1

Parcel ID No. _____
GRANTOR's Tax ID No. _____
GRANTEE's Tax ID No. _____

Prepared by Omer Causey for:

City of North Port
4970 City Hall Boulevard
North Port, Florida 34286

< == RETURN TO

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

UTILITY EASEMENT

THIS EASEMENT DEED is made and delivered this ____ day of _____, 2009, by **CITY OF NORTH PORT, FLORIDA** (hereinafter called **GRANTOR**), a political subdivision of the State of Florida, whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286, to **T-MOBILE SOUTH, LLC** (hereinafter called **GRANTEE**), a Delaware limited liability company, whose mailing address is 12920 SE 38th Street, Bellevue, Washington 98006, Att. PCS Lease Administrator.

GRANTOR, in consideration of GRANTEE's covenants and promises contained herein and in the Site Lease With Option ("Site Lease"), entered into between GRANTEE and NORTH PORT ROAD AND DRAINAGE DISTRICT effective on January 17, 2008 (pursuant to which GRANTEE shall construct and operate a telecommunications tower facility on lands owned by NORTH PORT ROAD AND DRAINAGE DISTRICT), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, being the lawful owner in fee simple of two tracts of land situated in the City of North Port, Sarasota County, Florida, more particularly identified by the Sarasota County Property Appraiser as Parcel 0977-00-1030, and described in two deeds recorded in the Official Records of the Clerk of the Circuit Court of Sarasota County in Book 2506, Page 2577, and Book 2890, Page 1965 respectively (the "Property").

HEREBY GRANTS, bargains and sells to GRANTEE, its agents, successors and assigns, subject to the terms and conditions set forth herein, a temporary, non-exclusive easement and right-of-way upon, under, over and across a portion of the above-described Property ("Easement Area"), more particularly identified as:

T-Mobile 10-Foot Wide Non-Exclusive Utility Easement "C" on a Boundary and Topographical Survey prepared for T-Mobile by Geoline Surveying Inc., dated March 10, 2008, a copy of which easement description, together with a portion of said Boundary and Topographical Survey, are attached as Exhibit A hereto and by this reference made a part hereof.

This Easement shall be for a term to run consecutively with the term of the Site Lease, including any extensions thereto, but not to exceed thirty (30) years from the date hereof, or for such shorter period as may result from the lawful termination of the Site Lease. The easement, rights, and privileges granted hereunder shall terminate when, or at such time as, the purposes

hereof cease to exist, are abandoned by GRANTEE, or become impossible of performance. Should GRANTEE fail to perform any covenant, undertaking, or obligation arising hereunder, all rights and privileges granted hereby shall terminate, and this agreement shall be of no further force or effect.

GRANTEE's use of this Easement shall be solely for the purposes of installing, maintaining, operating, repairing and replacing underground utility improvements servicing GRANTEE's telecommunications tower facilities constructed on property owned by North Port Road and Drainage District pursuant to the Site Lease, together with the right to reconstruct, improve, add to, enlarge, and remove such improvements.

Subject to the terms and conditions set forth herein, GRANTEE shall have the right to temporarily use so much of the surface of the above-described Property as may be reasonably necessary to construct and install within the Easement Area the underground facilities contemplated by this grant. On the completion of such construction and installation of the underground facilities, GRANTEE shall replace and restore all fences, walls, curbs, sidewalks, roadways or other structures which may have been relocated, removed or disrupted during the construction period. GRANTEE shall restore all surface areas temporarily used by GRANTEE to as nearly their original condition as practicable, and shall pay GRANTOR reasonable compensation for such fences, walls, curbs, sidewalks, roadways or other structures which may not be replaceable or restorable, and for such vegetation as may have been damaged or destroyed during such construction.

In the event GRANTEE's use of this Easement causes any damage to the Easement Area or the lands immediately adjacent to the Easement Area, GRANTEE shall restore the Easement Area and any surrounding affected areas to as nearly their original condition as practicable.

GRANTEE, by acceptance of this Easement, agrees for itself, its successors and assigns, to maintain the Easement and in no way unreasonably interfere with the right of ingress or egress of GRANTOR, its successors and assigns or any other party requiring access to the property on or under which the Easement is granted.

The easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar rights and easements to such other persons as GRANTOR may deem proper.

GRANTOR also retains, reserves, and shall continue to enjoy use of the surface of the Easement Area for any and all purposes which do not interfere with and prevent the permitted use by GRANTEE, including the right to build and use the surface of the Easement Area for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses, and to dedicate all or any part of the property affected by this Easement for use as a public street, road or alley. If GRANTOR, or any of GRANTOR's successors or assigns, shall dedicate all or any part of the property affected by this Easement, GRANTEE, and its successors and assigns, shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the easement rights herein granted.

GRANTOR covenants that GRANTOR shall warrant and forever defend the above-described easement and rights granted to GRANTEE, its successors, and assigns, against every person whomsoever lawfully making any claim against them.

It is the express intent of the parties that this easement shall be construed as a covenant running with the land, shall be for the benefit of GRANTEE and its lawful successors and assigns, and shall be binding upon the parties and their lawful successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

Signed, sealed and delivered
in the presence of:

CITY OF NORTH PORT,
a political subdivision of the State of Florida

Print Witness Name

By: *Vanessa Carusone* FOR VANESSA CARUSONE

Print Witness Name

Vanessa Carusone, Chair
City Commission of the City of North Port

ATTEST:

Helen Raimbeau
Helen Raimbeau, MMC
City Clerk

Approved as to form and correctness:

Robert K. Robinson
Robert K. Robinson
City Attorney

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing was acknowledged before me this _____ day of _____, 2009, by Vanessa Carusone, Chair, City Commission of the City of North Port, political subdivision of the State of Florida, who [] is personally known to me; or [] produced a driver's license issued by the Florida Department of Motor Vehicles as identification; or [] produced the following identification: _____.

AFFIX SEAL

Signature: _____
NOTARY PUBLIC
State of Florida at Large

Print Name: _____

My Commission Expires: _____

My Commission No. _____

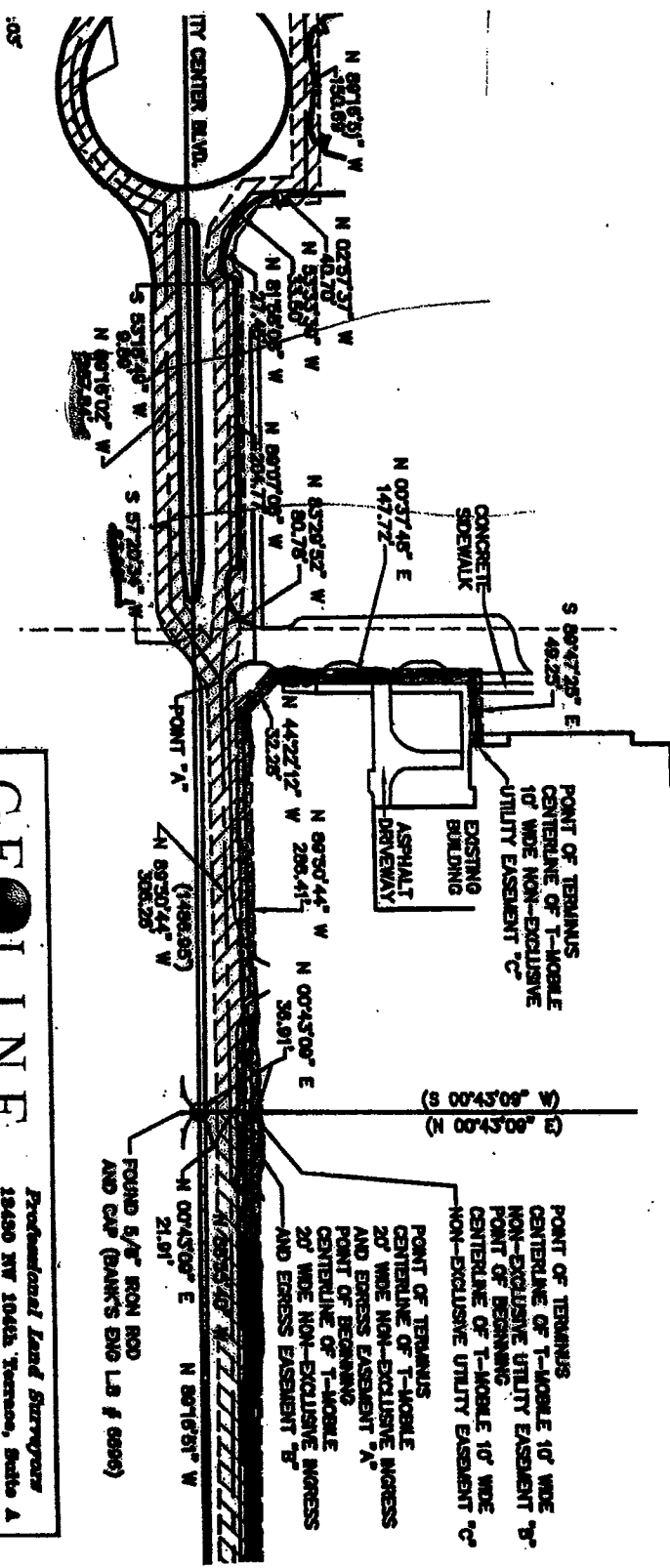
Exhibit A

T-Mobile 10 Foot Wide Non-Exclusive Utility Easement "C"

That part of Section 22, Township 39 South, Range 21 East, Sarasota County, Florida, lying within 5 feet of both sides of a centerline being more particularly described as follows:

Commence at the most northwesterly corner of Tenth Addition to Port Charlotte, as per plat thereof recorded in Plat Book 12, Page 22 of the Public Records of Sarasota County, Florida; thence S 00'42'09" W, along the westerly line of said Tenth Addition to Port Charlotte for 1069.57 feet; thence N 89'16'51" W for 50.00 feet to point of intersection with the westerly right of way line of Blueridge Waterway, said point also being a corner in the Easterly line of the "North Port Road & Drainage District" parcel as per description recorded in Official Record Book 2666, Page 618 of said public records; thence along said easterly line, along said westerly right of way line, and along the arc of a curve to the right, the radius point of which bears N 89'16'51" W from said point, said curve having a radius of 1000.00 feet, and a central angle of 11'51'17", for 206.90 feet to the southeast corner of said "North Port Road & Drainage District" parcel; thence N 89'16'51" W along the South line of said "North Port Road & Drainage District" parcel for 1,028.88 feet to the southwest corner of said "North Port Road & Drainage District" parcel and the southeast corner of the "City of North Port" parcel" as per description recorded in Official Record Book 2506, Page 2577 of said public records; thence North 00'43'09" east along the West line of said "North Port Road & Drainage District" parcel and along the East line of said "City of North Port" parcel" for 36.91 feet to an intersection with a line that is parallel with and offset 5.00 feet North of the North line of a 20 foot wide non-exclusive ingress and egress easement and the point of beginning of the herein described centerline; thence North 89'50'44" West along said parallel line for 288.41 feet; thence North 44'22'12" West for 32.28 feet; thence North 00'37'48" east for 147.72 feet; thence South 89'47'25" East for 49.25 feet to an intersection with the exterior face of the westerly wall of an existing building, at a point that is 5.00 feet northerly of a corner along said westerly wall, and the point of terminus of the herein described centerline.

Containing 5,177 square feet, more or less.



G E O L I N E
SURVEYING, INC.

T-MOBILE SITE NO. F7688B
CITY OF NORTH PORT SITE, SARASOTA COUNTY, FLORIDA

| | | | |
|-------------|--------------|-----------|----------------|
| DESIGNED BY | FLOYD CURTIS | SCALE | 1" = 100' |
| DRAWN BY | FLOYD CURTIS | DATE | MARCH 10, 2008 |
| CHECKED BY | DAVID SHORT | PROJECT # | 271-285 |

Professional Land Surveyors
18480 NW 104th Terrace, Suite A
Alachua, Florida 32815
(386)418-0300 Fax: (386)462-8998
geoline@geolineinc.com

DRAWING # 271-285 SHEET # 1 OF 1