

This instrument prepared by and return to:
George B. Wallace, Esq.
City Attorney's Office
P.O. Box 1409
Key West, FL 33041-1409

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2018, by and between **THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, A BODY CORPORATE UNDER THE LAWS OF THE STATE OF FLORIDA FORMERLY KNOWN AS THE BOARD OF PUBLIC INSTRUCTION OF MONROE COUNTY, FLORIDA**, (hereinafter "Grantor"), and the **CITY OF KEY WEST**, a municipal corporation, (hereinafter "CITY").

WHEREAS, The Grantor is the lawful owner in fee simple of real property located in Key West, Monroe County, Florida, more particularly described in Exhibits "A-1, A-2, B-1, B-2, B-3 and B-4", which is attached hereto and incorporated by reference; and

WHEREAS, The CITY wishes to utilize a portion of the Grantor's property located at the Key West High School, Key West, Florida, described in Exhibits "A-1 and A-2" in order to construct, operate, and maintain a stormwater pump station generator and related instruments; and

WHEREAS, The CITY wishes to utilize a portion of the Grantor's property located at the key West High School, Key West, Florida, described in Exhibits "B-1, B-2, B-3 and B-4" for subsurface stormwater drainage; and

WHEREAS, the Grantor, as owner of the real property, in consideration of the mutual promises contained herein, does grant and convey unto CITY an easement subject to certain terms and conditions.

NOW, THEREFORE, in mutual consideration of the benefits accruing to the parties through performance of the terms of this Easement Agreement

1. Grantor herein expressly agrees to grant an easement to the CITY over that portion of Grantor's property more particularly described on Exhibits "A-1, A-2, B-1, B-2, B-3 and B4", which is attached hereto and incorporated by reference. This easement and the rights granted herein shall commence on the day and date first above written and shall remain in perpetuity unless terminated as provided for herein.

2. The CITY, its successors and assigns shall have the right to construct, install, alter, operate, relocate, replace, improve, remove, inspect, and maintain a stormwater pump station generator on that portion of the Grantor's property described in Exhibits "A-1 and A-2" and subsurface stormwater drainage pipes and associated appurtenances thereto on that portion of Grantor's property as set forth on Exhibits "B-1, B-2, B-3, and B-4".

3. The CITY, its successors and assigns shall have the right to enter and depart along under, over, across and upon the Grantor's property as described herein as necessary to the proper use of all the rights granted herein, upon the condition that the CITY shall:

(a) Not unreasonably interfere with the Grantor's use of its property; and

(b) To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of the Grantor's potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the Grantor, its officers, and employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the CITY or any third party vendor contracted by the CITY in connection with this Agreement.

4. Grantor shall furnish and maintain the easement area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with the CITY'S safe and proper installation, operation, maintenance, inspection, or removal of the stormwater pump station generator and subsurface drainage pipes and all appurtenances thereto located in the easement or which would interfere with any other right granted to the CITY.

5. CITY shall construct and be solely responsible for all costs necessary for the installation of a 24 inch diameter PVC pipe approximately 80 feet in length which shall connect the two swales located immediately to the north of the property described on Exhibits "A-1 and A-2".

6. CITY shall construct and be solely responsible for all costs necessary for the installation of a swing gate 10 feet in width and a pedestrian gate 5 feet in width connecting Grantor's property to the end of Ashby Street. Both gates shall be located immediately west of the property described on Exhibit "A".

7. CITY shall construct and be solely responsible for all costs necessary for the installation of a chain link fence 12 feet in height which shall surround the property described in Exhibit "A".

8. CITY shall be liable to the Grantor for the pro-rata share cost of amending Grantor's permit with the South Florida Water Management District for the Horace O'Bryant Middle School construction project to the extent that the said permit is impacted by the easement granted in CITY's favor.

9. All covenants, stipulations, terms, conditions, and provisions of this Agreement shall extend to and be made binding upon respective successors and assigns of the CITY and Grantor. It is intended that this Agreement shall be recorded and be binding upon future owners of the above described property.

10. The Grantor does hereby warrant good and marketable title for the above

described property and that it has full power to grant this easement.

11. This Agreement sets forth all the covenants, promises, agreements, and understandings between CITY and Grantor concerning the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon CITY or Grantor unless reduced to writing and duly executed by both parties.

12. In the event that the City removes the stormwater pump station for any reason whatsoever, this easement shall terminate immediately and be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

The School Board of Monroe County, Florida, a body corporate existing under the laws of the State of Florida, formerly known as the Board of Public Instruction of Monroe County, Florida

By: _____
_____, Chairman

Witness Name: _____

Witness Name: _____

City of Key West, Florida

By: _____
Craig Cates, Mayor

Witness Name: _____

Witness Name: _____

Attest: _____
Cheri Smith, City Clerk

The foregoing Easement Agreement was acknowledged before me this ____ day of _____ , 2012, by _____ , as Chairman of the Board of Public Instruction of Monroe County, Florida, who is personally known to me, or who [] produced _____ as identification.

My commission expires:

Notary Public
Print name: _____

The foregoing Easement Agreement was acknowledged before me this ____ day of _____ , 2012, Craig Cates, Mayor of the City of Key West, Florida, who is personally known to me, or who [] produced _____ as identification.

My commission expires:

Notary Public
Print name: _____