

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 \_\_\_\_\_, 2020, by and between the **CITY OF KEY WEST** (hereinafter "Grantor"), and the **FLORIDA KEYS AQUEDUCT AUTHORITY**, a body corporate and politic and a quasi-public corporation of the State of Florida, created under the laws of the State of Florida, (hereinafter "Grantee").

**WHEREAS**, The Grantor is the lawful owner in fee simple of real property located in Key West, Monroe County, Florida, more particularly described in Exhibit "A", which is attached hereto and incorporated by reference; and

**WHEREAS**, Grantee wishes to utilize a portion of the Grantor's property located on College Road which is contiguous to that parcel of real property leased by Grantee from Grantor as reflected on Exhibit "B" in order to construct, operate, and maintain water transmission lines as well as for ingress and egress to the leased parcel; and

**WHEREAS**, the Grantor, as owner of the real property, in consideration of the mutual promises contained herein, does grant and convey unto Grantee a utility 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 for ingress and egress together with a subsurface utility easement to the Grantee along over, under and across that portion of Grantor's property more particularly described on Exhibit "B", 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 Grantee, its successors and assigns shall have the right to construct, install, alter, operate, relocate, replace, improve, remove, inspect, and maintain subsurface water transmission lines beneath that portion of the Grantor's property described in Exhibits "B".

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

(a) Not unreasonably interfere with the Grantor, its successors or assigns use of its property, and further Grantee shall at Grantee's sole cost and expense, cause repairs to the Grantor's

property for any damage caused by the operation, maintenance or repairs of its water transmission lines such that the Grantor's property is restored to the same condition as existed prior to the maintenance or repair according to the standard of repair described in the LEASE dated March 10, 1958 and recorded in Official Records Book 148 pages 425-429 of the Public records of Monroe County Florida. It is specifically recognized by the parties that the expected future use of the property by Grantor or its successors or assigns will be for road purposes; and

(b) To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the Grantee, 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 Grantee or any third party vendor contracted by the Grantee in connection with this Agreement.

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

5. The Grantor does hereby warrant good and marketable title for the above-described property and that it has full power to grant this easement.

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

7. Either party, in its discretion and at its sole expense, may have surveys made of the location of the Utility Facilities, and may cause an amendment to this Agreement to be prepared that accurately reflects the location of any such Utility Facilities. In such event, the other party shall have the right to review and approve the survey and form of amendment to this Agreement (which approval shall not be unreasonably withheld) and both parties shall promptly execute the amendment. The width of any easement documented by a survey shall be no less than 20 feet wide to allow Authority to utilize heavy equipment, to the extent actually required, in connection with its maintenance, repair, removal and replacement activities. Any amendment to this Agreement prepared pursuant to this paragraph shall be in recordable form and shall be effective upon recordation in the Official Records of Monroe County, Florida. Any such amendment may address either all or limited portions of Grantor's Property, in which case, the amendment may also identify such portions of Grantor's Property to which this Agreement and the Easements created hereby, no longer burden or affect.

8. In the event that the Grantee ceases to utilize the utility easement for a year or more or removes water transmission line 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 Florida Keys Aqueduct Authority

Christie Martin  
Witness Name: Christie Martin

By: T.G. Walker 5/18/20  
Thomas G. Walker, Executive Director

Lynese Mariscal  
Witness Name: Lynese Mariscal

City of Key West, Florida

Witness Name: \_\_\_\_\_

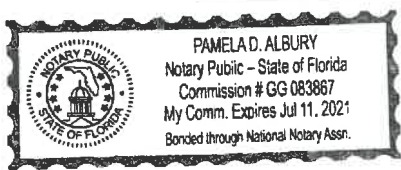
By: \_\_\_\_\_  
Teri Johnston, Mayor

Witness Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Cheri Smith, City Clerk

The foregoing Easement Agreement was acknowledged before me this 18 day of May, 2020, by Thomas G. Walker, as Executive Director of the Florida Keys Aqueduct Authority, who is personally known to me, or who produced \_\_\_\_\_ as identification.

My commission expires:



Pamela D. Albury  
Notary Public  
Print name: Pamela D. Albury

The foregoing Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Teri Johnston, 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: \_\_\_\_\_

EXHIBIT "A"

A PARCEL OF LAND LOCATED ON STOCK ISLAND WITHIN SECTIONS TWENTY-SEVEN (27) AND THIRTY-FOUR (34), TOWNSHIP SIXTY-SEVEN (67) SOUTH, RANGE TWENTY-FIVE (25) EAST, MONROE COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

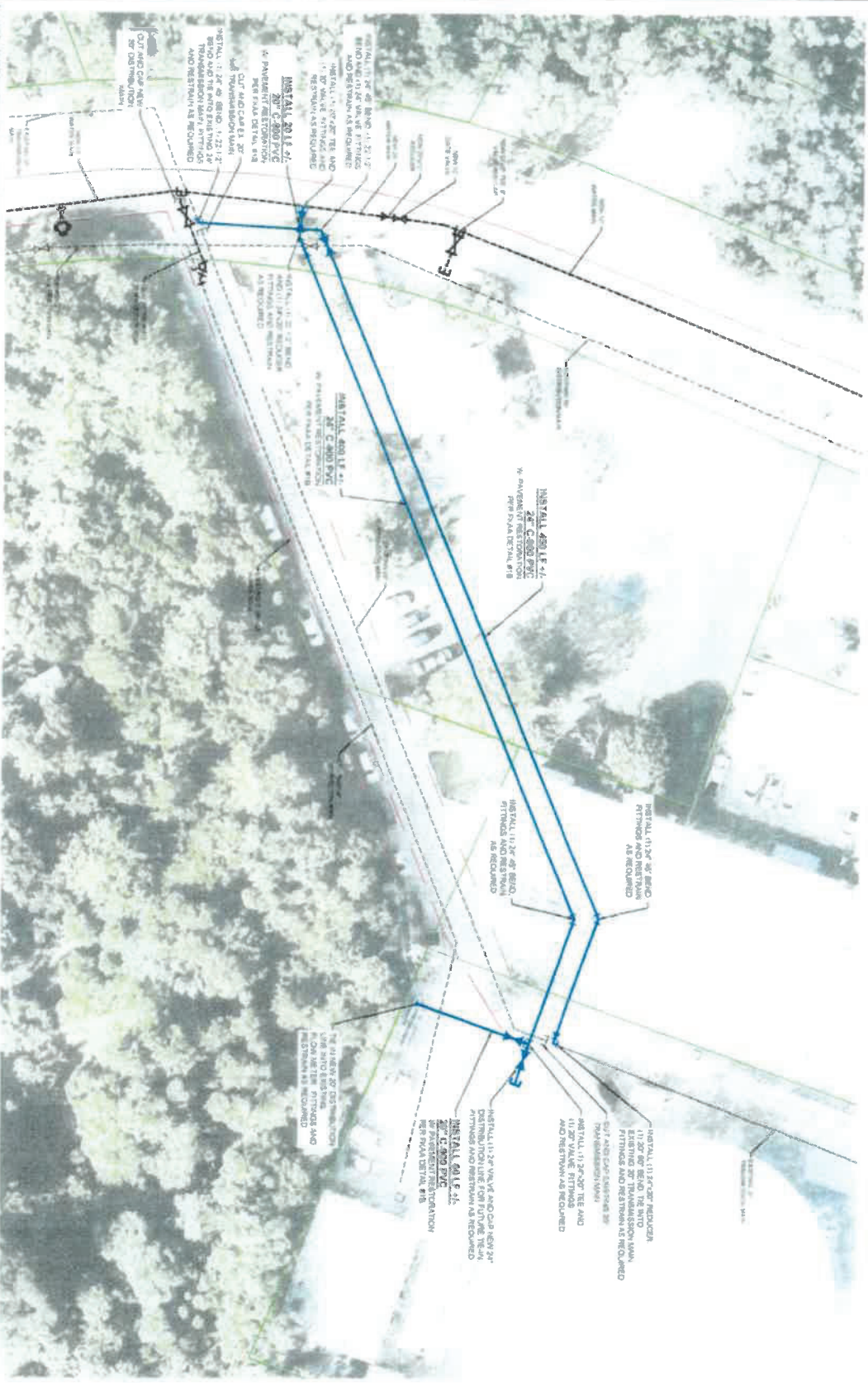
COMMENCING AT THE POINT OF CURVATURE (PC) OF THE SURVEY BASELINE OF U.S. HIGHWAY 1, HAVING A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SURVEY BASELINE STATION OF 63+33.59 AS SHOWN ON THE SPECIFIC PURPOSE SURVEY COMPLETED BY FRANCISCO L. NUNEZ, JR. AND DATED AUGUST 21, 2013, THENCE S70°53'51"W ALONG THE SAID SURVEY BASELINE OF U.S. HIGHWAY 1 FOR A DISTANCE OF 2,740.26 FEET TO THE POINT OF INTERSECTION (PI) OF THE CENTERLINE OF COLLEGE ROAD AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 90550-2612, HAVING A TRACED DATE OF JANUARY 23, 1973 AND THE SAID SURVEY BASELINE OF U.S. HIGHWAY 1; THENCE TRAVERSING ALONG THE SAID CENTERLINE OF COLLEGE ROAD AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 90550-2612, HAVING A TRACED DATE OF JANUARY 23, 1973, FOR THE FOLLOWING SEVEN COURSES AND DISTANCES: N19°06'09"W FOR A DISTANCE OF 136.16 FEET TO A POINT OF CURVATURE (PC); THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 35°06'00", FOR AN ARC LENGTH OF 137.84 FEET TO A POINT OF TANGENCY (PT); THENCE N54°12'09"W FOR A DISTANCE OF 272.56 FEET TO A POINT OF CURVATURE (PC); THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 401.02 FEET, A CENTRAL ANGLE OF 14°25'40", FOR AN ARC LENGTH OF 100.98 FEET TO A POINT OF TANGENCY (PT); THENCE N39°46'29"W FOR A DISTANCE OF 273.51 FEET TO A POINT OF CURVATURE (PC); THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 486.85 FEET, A CENTRAL ANGLE OF 62°35'30", FOR AN ARC LENGTH OF 531.85 FEET TO A POINT OF TANGENCY (PT); THENCE N22°49'01"E FOR A DISTANCE OF 442.74 FEET TO A POINT; THENCE S67°10'59"E AND LEAVING SAID CENTERLINE OF COLLEGE ROAD FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID COLLEGE ROAD AND THE SOUTHERLY LINE OF THE KEY WEST GOLF COURSE LEASE AREA, SAID POINT BEING THE POINT OF BEGINNING; THENCE S22°49'01"W ALONG SAID EAST RIGHT OF WAY LINE OF COLLEGE ROAD FOR A DISTANCE OF 442.74 FEET TO A POINT OF CURVATURE(PC); THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF COLLEGE ROAD ON A CURVE TO THE LEFT, HAVING A RADIUS OF 446.85 FEET, A CENTRAL ANGLE OF 23°06'07", FOR AN ARC LENGTH OF 180.17 FEET TO A POINT ON THE SOUTH LINE OF A 30 FEET WIDE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 130 AT PAGE 168 OF MONROE COUNTY PUBLIC RECORDS; THENCE N67°36'25"E AND LEAVING SAID EAST RIGHT OF WAY LINE OF COLLEGE ROAD AND ALONG THE SOUTH LINE OF SAID 30 FEET WIDE EASEMENT FOR A DISTANCE OF 344.92 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 148 AT PAGE 425 OF MONROE COUNTY PUBLIC RECORDS; THENCE N19°39'24"E ALONG THE WEST LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 148 AT PAGE 425 OF MONROE COUNTY PUBLIC RECORDS FOR A DISTANCE OF 238.08 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 365 AT PAGE 324 OF MONROE COUNTY PUBLIC RECORDS; THENCE N70°20'35"W AND ALONG THE SOUTH LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 365 AT PAGE 324 OF MONROE COUNTY PUBLIC RECORDS FOR A DISTANCE OF 150.00 FEET TO A POINT; THENCE N19°39'25"E ALONG THE WEST LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 365 AT PAGE 324 OF MONROE

COUNTY PUBLIC RECORDS FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE KEY WEST GOLF COURSE LEASE AREA; THENCE N70°20'35"W ALONG THE SAID SOUTH LINE OF THE KEY WEST GOLF COURSE LEASE AREA FOR A DISTANCE OF 107.83 FEET BACK TO THE POINT OF BEGINNING.

**EXHIBIT**

# B-D

tabbles



1. ALL WORK SHALL BE CONFORMING TO THE FLORIDA STATE ENGINEERING BOARD STANDARDS AND REGULATIONS, LATEST REVISION

DATE	REVISION

DATE	APPROVALS

**FLORIDA KEYS AQUEDUCT AUTHORITY**  
1100 KENNEDY DRIVE  
KEY WEST, FLORIDA

**DRAWING TITLE**  
DISTRIBUTION AND TRANSMISSION  
WATER SYSTEM UPGRADE  
COLLEGE ROAD EASEMENT STOCK ISLAND  
CONSTRUCTION SHEET

ENGINEER'S SEAL

William Carr Reynolds P.E.  
Professional Engineer  
FL License No. 54779  
1-025

DIST. 02/10  
C1