

This instrument prepared by and return to:  
Larry R. Erskine, 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 \_\_\_\_\_, 2012, by and between the **THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA** f/k/a 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 on Exhibit "A", which is attached hereto and incorporated by reference; and

**WHEREAS**, The CITY wishes to utilize a portion of the Grantor's property located at 1100 Leon Street, Key West, Florida, commonly referred to as Horace O'Bryant Middle School, in order to construct an underground stormwater emergency outfall pipeline; 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 Exhibit "A", 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 emergency outfall pipeline and associated appurtenances thereto on that portion of Grantor's property as set forth on Exhibit "A".

3. The CITY, its successors and assigns shall have the right to enter and depart under, over, across and upon the Grantor's property as set forth on Exhibit "A" 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 outfall pipeline and all appurtenances thereto located in the easement or which would interfere with any other right granted to the CITY.

5. Upon completion of any construction, installation or removal of the stormwater system, CITY shall remove all equipment necessary for installation or removal of the stormwater outfall pipeline and appurtenances and remove all materials, debris and other items leaving the property in a safe and undamaged condition.

6. Work shall not be done during school hours. CITY will coordinate with Grantor on times that work will be performed so as not to interfere with the efficient operation of the School of the Grantor.

7. 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.

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

9. 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.

10. In the event that the City removes the stormwater emergency outfall pipeline for any reason whatsoever, this easement shall terminate immediately and be of no further force or effect.

[This Space Intentionally Left Blank]

**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**

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

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

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

**City of Key West, Florida**

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

By: \_\_\_\_\_  
Craig Cates, Mayor

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

Attest: \_\_\_\_\_

Cheryl 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: \_\_\_\_\_

**SKETCH & DESCRIPTION**  
**10' UTILITY EASEMENT**

A PORTION OF LOT 7, BLOCK 22  
(P.B. 1, PG. 41, M.C.R.)

**LAND DESCRIPTION:**

A portion of Lot 7, Block 22, DIAGRAM OF TRACT 20 MONROE INVESTMENT CO., according to the plat thereof, as recorded in Plat Book 1, Page 41, of the Public Records of Monroe County, Florida, described as follows:

A 10.00 feet wide strip of land for a Utility Easement being 5.00 feet on each side of the following described centerline:

COMMENCE at the southeast corner of said Lot 7; thence N 55°53'13" E, along the northerly right-of-way line of Catherine Street as shown on said Plat, 41.77 feet to the POINT OF BEGINNING; thence N 79°03'22" W, along said centerline, 59.30 feet to the northerly right-of-way line of Leon Street as shown on said Plat and the POINT OF TERMINATION of said centerline.

The side lines of said easement are to be extended or shortened to meet at angle points and terminate at said right-of-way lines to form a continuous strip of land.

Said lands situate and being in the City of Key West, Monroe County, Florida and containing 593 square feet, more or less.


**SURVEYOR'S NOTES:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the northerly right-of-way line of Catherine Street having a bearing of N 55°53'13" E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: L.B. = Licensed Business; M.C.R. = Monroe County Records; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; R/W = Right-of-Way.


**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 9-19-2012

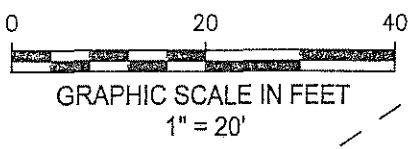
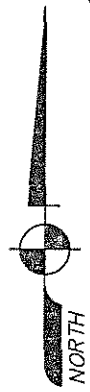
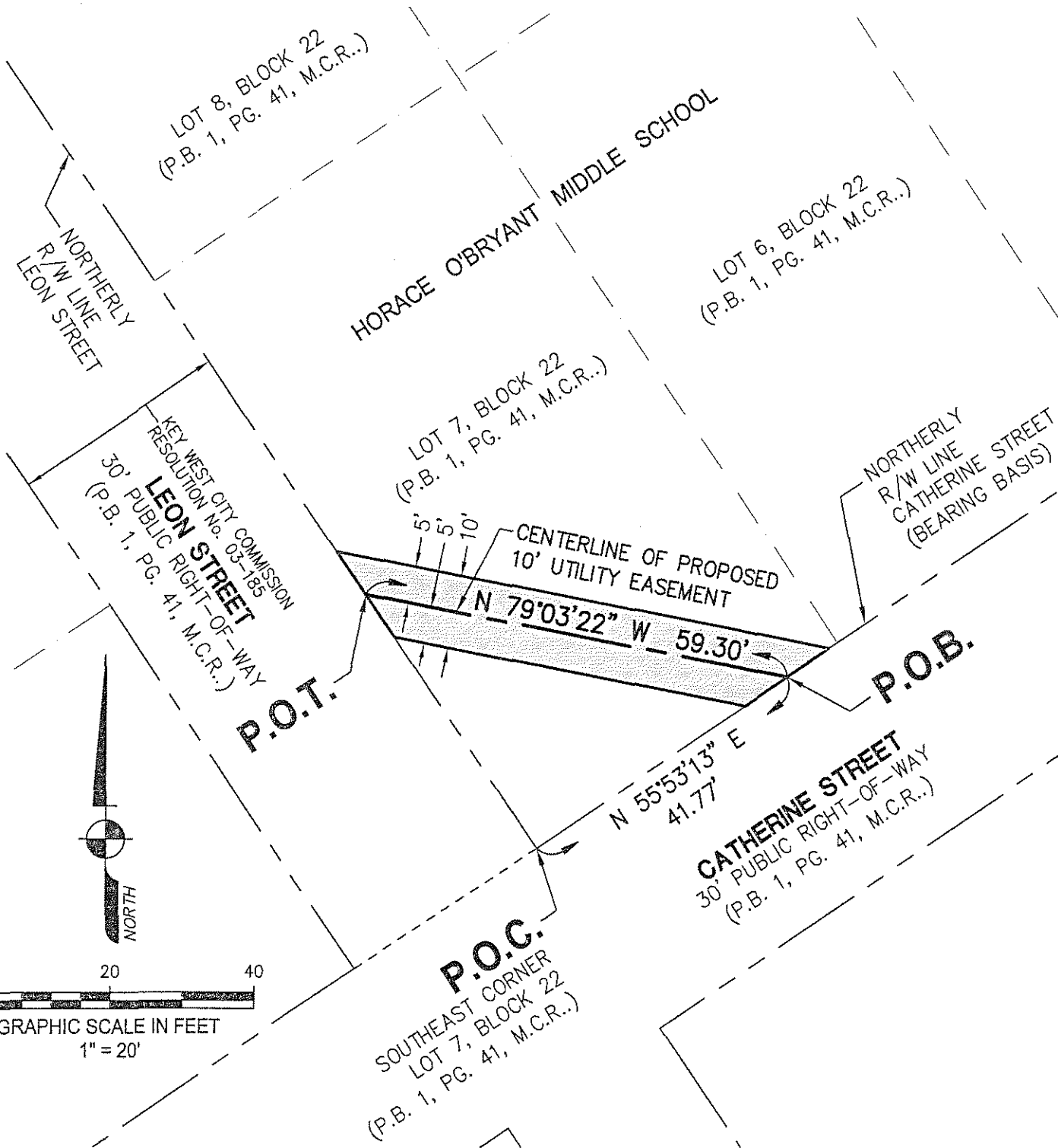
  
KEITH M. CHEE-A-TOW, P.L.S.  
Florida Registration No. 5328  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 & 2

<b>REVISIONS</b>		<b>AVIROM &amp; ASSOCIATES, INC.</b> SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com © 2012 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	JOB #:	8598-7
			SCALE:	1" = 20'
			DATE:	09/19/2012
			BY:	S.A.M.
			CHECKED:	K.M.C.
			F.B.	NONE PG. NONE
SHEET	1 OF 2			

**SKETCH & DESCRIPTION  
10' UTILITY EASEMENT**

A PORTION OF LOT 7, BLOCK 22  
(P.B. 1, PG. 41, M.C.R.)



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REVISIONS



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