

This instrument prepared by and return to:

Theron Simmons, Esq.
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Highway, Third Floor
Islamorada, FL 33036

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the SCHOOL BOARD OF MONROE COUNTY, FLORIDA (hereinafter "GRANTOR"), and the CITY OF KEY WEST, FLORIDA (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 1400 United Street, Key West, Florida 33040, commonly referred to as May Sands Elementary School, for the purpose of a sidewalk improvement project on United Street between White Street and Leon Street; and

WHEREAS, the GRANTOR, as owner of the real property, in consideration of the mutual promises contained herein, does grant and convey unto the 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" as indicated by those portions of the exhibit highlighted in yellow and red, which depict existing concrete and asphalt pavement, which is attached hereto and incorporated by reference. The two cross-hatched areas depicted on Exhibit "A" consist of planters, which areas are specifically excluded from this Easement Agreement. Accordingly, CITY shall have no responsibility to maintain those areas. The said property encompassed by this Easement Agreement consists of asphalt pavement and concrete running along United Street between Leon Street and White Street. 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 a right of constructing and maintaining a sidewalk on the property for use by the public. Portions of the sidewalk shall cross existing concrete, asphalt and other property of the GRANTOR.

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, 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 negligent 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 right of way or use of said sidewalk and all appurtenances thereto located in the easement or which would interfere with any other right granted to the CITY.

5. 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.

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

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

[BALANCE OF PAGE 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:

CITY OF KEY WEST

Witness Name: _____

By: _____

Print Name: _____

Title: _____

Witness Name: _____

SCHOOL BOARD OF MONROE COUNTY, FLORIDA

Witness Name: _____

By: _____

Print Name: _____

Title: _____

Witness Name: _____

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of the CITY OF KEY WEST, 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 _____, 2015, by _____, as _____ of the SCHOOL BOARD OF MONROE COUNTY, FLORIDA, who is [] personally known, or who [] produced _____ as identification.

My commission expires:

Notary Public
Print name: _____