

SCHOOL BOARD AGENDA ITEM RATIONALE

For Board Workshop Date: _____

For Board Meeting Date: February 28, 2012

DISTRICT DEPARTMENT: District Administration

DISTRICT DEPARTMENT HEAD: Dr. Jesus Jara, Superintendent

SCHOOL NAME: _____

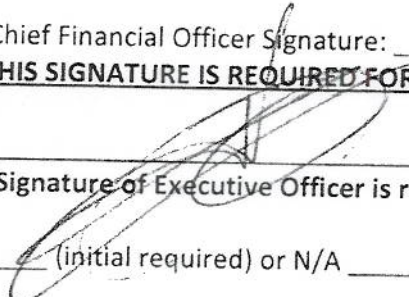
SCHOOL PRINCIPAL'S NAME & SIGNATURE: _____

SUBJECT: *(What is your item? Budget Amendment, Field Trip, Travel Request, Contract)*
HOB Easement Agreement

AGENDA ITEM TITLE: *(Provide Brief wording as you want it to appear on the School Board Agenda)*
Adopt the HOB Easement Agreement presented by the City of Key West.

GIVE RESUME OF BACKGROUND INFORMATION (What history with the District has occurred)

The City of Key West proposes the agreement relating to the construction of an elevated generator platform and control panel for the City's upcoming stormwater project.

IS ITEM BUDGETED?:(Check One:) Yes _____ No _____ N/A _____		
TOTAL COST: _____	Chief Financial Officer Signature: _____ (HIS SIGNATURE IS REQUIRED FOR BUDGET AMENDMENTS)	
REVIEWED BY EXECUTIVE OFFICER: _____	 (Signature of Executive Officer is required)	
REVIEWED BY ATTORNEY: Yes: _____	(initial required) or N/A _____	

RECOMMENDATION: (What outcome you wish, i.e. approve contract as presented.)
Adoption of the proposed HOB Easement Agreement.

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 **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, operate, and maintain a stormwater pump station; 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 pump station 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 pump station 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 Exhibit "A".

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:

Sally M. Abrams Smith
Witness Name: Sally M. Abrams Smith

Witness Name: _____

Board of Public Instruction of Monroe County, Florida

By: J.R.D.
John R. Dick, Chairman
2/28/12

City of Key West, Florida

By: _____
Craig Cates, Mayor

Witness Name: _____

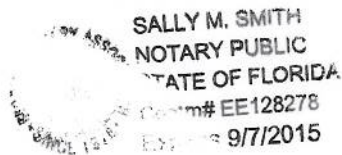
Witness Name: _____

Attest: _____
Cheryl Smith
City Clerk

The foregoing Easement Agreement was acknowledged before me this 28 day of February, 2012, by John R. Dick, as Chairman of the Board of Public Instruction of Monroe County, Florida, who is personally known to me, or who [] produced _____ as identification, as stamped.

Sally M. Abrams Smith
Notary Public
Print name: Sally M. Abrams Smith

My commission expires:



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: _____

EXHIBIT "A"

LEGAL DESCRIPTION:

A parcel of land being a portion of Lot 8, Square 24 and a portion of Ashby Street (currently abandoned and occupied by the Horace O'Bryant Middle School) according to the plat of DIAGRAM OF TRACT 20 - MONROE INVESTMENT CO. as recorded in Plat Book 1, Page 41 of the Public Records of Monroe County, Florida described as follows:

BEGINNING at the southwest corner of said Lot 8; thence South 55°45'06" West along a line being the westerly extension of the south boundary of said Lot (bearing referenced to Grid North of the 1990 adjustment of the North American Datum of 1983, Florida East Zone with all bearings referenced thereto), a distance of 34.00 feet; thence North 34°14'54" West, 22.00 feet; thence North 55°45'06" East, 40.00 feet; thence South 34°14'54" East, 22.00 feet to the south boundary of said Lot 8; thence South 55°45'06" West along said south boundary, 6.00 feet to the west boundary of said Lot and the Point of Beginning.

Said lands lying and being in Section 5, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 880.00 square feet (0.020 acre) more or less.

SURVEYOR'S REPORT:

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. No underground improvement were located.
5. Bearings shown hereon are referenced to Grid North, based on the 1990 Adjustment of the North American Datum of 1983 (NAD 83/90) of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone with the south boundary of Lot 8, Square 24 having a bearing of S 55°45'06" W.
6. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
7. This map is intended to be displayed at a scale of 1:240 (1"=20') or smaller.
8. Abbreviation Legend: CO.= Company; L.B.= Licensed Business; M.C.R.= Monroe County Records; P.B.= Plat Book; P.L.S.= Professional Land Surveyor; P.O.B.= Point of Beginning; Rev.= Revision.

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-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: OCTOBER 13, 2011

Keith M. Chee-A-Tow

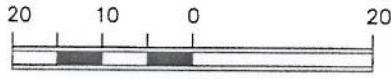
KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

Rev. 1: Revised Legal Description - (10-13-2011)

NOT A VALID SURVEY UNLESS
ACCOMPANIED BY SHEETS 1 THRU 2

<p style="text-align: center;">CITY OF KEY WEST Generator Easement</p> <p>Grantor: Board of Public Instruction of Monroe County</p> <p>Site: Horace O'Bryant Middle School 1105 Leon Street, Key West, FL 33040</p> <p>County: Monroe</p> <p>Parcel Id.: 00044110-000000</p>	 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 402 APPELROUTH LANE, SUITE 2-E KEY WEST, FLORIDA 33045 TEL. (305) 294-7770. FAX (561) 394-7125 www.AVIROM-SURVEY.com</p> <p><small>©2011 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</small></p>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="border-bottom: 1px solid black;">JOB #:</td><td style="border-bottom: 1px solid black;">8598-3</td></tr> <tr><td style="border-bottom: 1px solid black;">SCALE:</td><td style="border-bottom: 1px solid black;">1" = 20'</td></tr> <tr><td style="border-bottom: 1px solid black;">DATE:</td><td style="border-bottom: 1px solid black;">10-13-2011</td></tr> <tr><td style="border-bottom: 1px solid black;">BY:</td><td style="border-bottom: 1px solid black;">K.M.C.</td></tr> <tr><td style="border-bottom: 1px solid black;">CHECKED:</td><td style="border-bottom: 1px solid black;">M.D.A.</td></tr> <tr><td style="border-bottom: 1px solid black;">F.B.</td><td style="border-bottom: 1px solid black;">N/A PG. N/A</td></tr> <tr><td style="border-bottom: 1px solid black;">SHEET</td><td style="border-bottom: 1px solid black;">1 OF 2</td></tr> </table>	JOB #:	8598-3	SCALE:	1" = 20'	DATE:	10-13-2011	BY:	K.M.C.	CHECKED:	M.D.A.	F.B.	N/A PG. N/A	SHEET	1 OF 2
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F.B.	N/A PG. N/A															
SHEET	1 OF 2															

EXHIBIT "A"



SCALE IN FEET

1" = 20'

SECTION 5-68-25

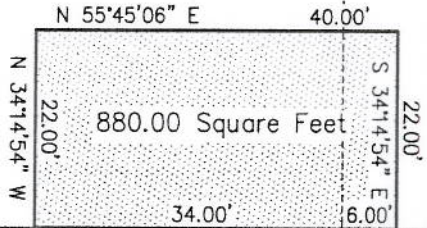
BOARD OF PUBLIC INSTRUCTION OF MONROE COUNTY, FLORIDA

HORACE O'BRYANT MIDDLE SCHOOL

LOT 14, SQUARE 23
DIAGRAM OF TRACT 20
MONROE INVESTMENT CO.
(P.B. 1/41, M.C.R.)

LOT 8, SQUARE 24
DIAGRAM OF TRACT 20
MONROE INVESTMENT CO.
(P.B. 1/41, M.C.R.)

ASHBY STREET
ABANDONED
(P.B. 1/41, M.C.R.)



SOUTH BOUNDARY OF
HORACE O'BRYANT MIDDLE SCHOOL

SOUTH BOUNDARY OF
LOT 8, SQUARE 24

S 55°45'06" W
WESTERLY EXTENSION OF
SOUTH BOUNDARY LOT B

P.O.B.
SOUTHWEST CORNER LOT 8, SQUARE 24

LOT 1, SQUARE 23
RE-SUBDIVISION OF
PART OF SQUARE 23
(P.B. 3/10, M.C.R.)

LOT 7, SQUARE 24
DIAGRAM OF TRACT 20
MONROE INVESTMENT CO.
(P.B. 1/41, M.C.R.)

ASHBY STREET
50' PUBLIC RIGHT-OF-WAY
(P.B. 1/41, M.C.R.)

Rev. 1: Revised Legal Description - (10-13-2011)

NOT A VALID SURVEY UNLESS
ACCOMPANIED BY SHEETS 1 THRU 2

**CITY OF KEY WEST
Generator Easement**

Grantor: Board of Public Instruction of Monroe County
Site: Horace O'Bryant Middle School
1105 Leon Street, Key West, FL 33040
County: Monroe
Parcel Id.: 00044110-00000



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
402 APPELROUTH LANE, SUITE 2-E
KEY WEST, FLORIDA 33045
TEL. (305) 294-7770, FAX (561) 394-7125
www.AVIROM-SURVEY.com

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JOB #:	8598-3
SCALE:	1" = 20'
DATE:	10-13-2011
BY:	K.M.C.
CHECKED:	M.D.A.
F.B.	N/A PG. N/A
SHEET	2 OF 2