

RESOLUTION NO. 18-290

KEY WEST HIGH SCHOOL BACK UP GENERATOR EASEMENT

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED EASEMENT AGREEMENT BETWEEN THE CITY AND 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 TO ALLOW FOR INSTALLATION OF A BACK-UP GENERATOR AND OUTFALL PIPE FROM A STORMWATER PUMP STATION AT THE CORNER OF DENNIS STREET AND VENETIA STREET, KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, to reduce flooding near Key West High School and the surrounding neighborhood, it is necessary to install on School Board-controlled property a back-up generator and outfall pipe from a new stormwater pump station at the corner of Dennis Street and Venetia Street.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached easement agreement between the City and 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, to allow for installation of a back-up generator and outfall pipe from a stormwater pump station at the corner of Dennis Street and Venetia Street, as described in the attached easement agreement and survey, is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20 day of September, 2018.

Authenticated by the Presiding Officer and Clerk of the Commission on 21 day of September, 2018.

Filed with the Clerk on September 21, 2018.

Mayor Craig Cates	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
- CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

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

Doc# 2206917  
Bk# 2949 Pg# 1127

## **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made and entered into this 9th day of October, 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 B-4", 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.

Doc# 2206917  
Bk# 2949 Pg# 1129

**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: Robert E. Highsmith  
Robert E. Highsmith, Chairman

Mark T. Porter  
Witness Name: Mark T. Porter

Karen T. Hladik  
Witness Name: Karen T. Hladik

**City of Key West, Florida**

By: Craig Cates  
Craig Cates, Mayor

Susan P. Harrison  
Witness Name: Susan P. Harrison

Vicky Walker  
Witness Name: Vicky Walker

Attest: Cheri Smith  
Cheri Smith, City Clerk

The foregoing Easement Agreement was acknowledged before me this 9th day of October, 2018 by Robert T. Highsmith, as Chairman of the Board of Public Instruction of Monroe County, Florida, who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.



Karen T. Hladik  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG073816  
Expires 2/24/2021

Karen T. Hladik

Notary Public

Print name: Karen T. Hladik

My commission expires: Feb. 24, 2012

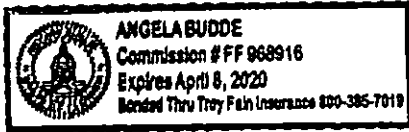
The foregoing Easement Agreement was acknowledged before me this 25 day of September 2018, Craig Cates, Mayor of the City of Key West, Florida, who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.

Angela Budde

Notary Public

Print name: Angela Budde

My commission expires: 4/8/2020



Doc# 2206917  
BK# 2949 Pg# 1130

**SKETCH & DESCRIPTION  
GENERATOR EASEMENT**

Portion of Lot 19, Block 4, Diagram of Land Tract No. 30  
(P.B. 1, PG. 13, M.C.R.)  
CITY OF KEY WEST, MONROE COUNTY, FL.

Doc# 2206917  
Bk# 2949 Pg# 1131

**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. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
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 assumed based on east right-of-way line of Dennis Street having a bearing of N 33°59'40" 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: CL= Centerline; M.C.R.= Monroe County Public Records; P.B.= Plat Book; PCN= Parcel Control Number; PG.= Page; P.O.B.= Point of Beginning; R/W= Right of Way, sq. ft.= Square Feet.

**LAND DESCRIPTION:**

A parcel of land for a generator, being the North 40.50 feet of the West 27.00 feet of Lot 19, Block 4, of DIAGRAM OF LAND TRACT No. 30, by T.J. Ashe recorded in Plat Book 1, Page 13 of the Public Records of Monroe County, Florida described as:

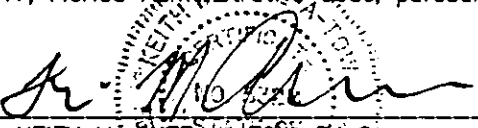
BEGINNING at the northwest corner of said Lot 19; thence N 56°00'20" E along the south right-of-way of Venetia Street as existing and currently in use, a distance of 27.00 feet; thence S 33°59'40" E along a line 27.00 feet east of and parallel with the east right-of-way line of Dennis Street as existing and currently in use, a distance of 40.50 feet; thence S 56°00'20" W along a line 40.50 feet south of and parallel with the south right-of-way line of Venetia Street, a distance of 27.00 feet to the east right-of-way line of said Dennis Street; thence N 33°59'40" W along said east right-of-way line, a distance of 40.50 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Key West, Monroe County, Florida having an area of 1093.50 square feet (0.02 acre) more or less.

**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 Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: May 20, 2018

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

**REVISIONS**




**AVIROM & ASSOCIATES, INC.  
SURVEYING & MAPPING**

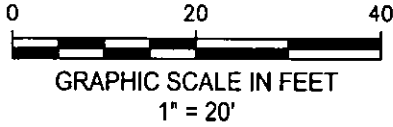
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JOB #:	10396-1.1
SCALE:	N/A
DATE:	05/20/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B.	N/A PG. N/A
SHEET:	1 OF 2

# SKETCH & DESCRIPTION GENERATOR EASEMENT

Portion of Lot 19, Block 4, Diagram of Land Tract No. 30  
(P.B. 1, PG. 13, M.C.R.)  
CITY OF KEY WEST, MONROE COUNTY, FL.



**VENETIA STREET**  
50' R/W  
(PER CITY OF KEY WEST ENGINEERING  
R/W MAP, DATED MAY 26, 1955)

**LOT 20  
BLOCK 4**  
(P.B. 1, PG. 13, M.C.R.)  
PCN: 63030  
SCHOOL BOARD OF  
MONROE COUNTY FLORIDA

P.O.B.  
N.W. CORNER LOT 19

**GENERATOR  
EASEMENT**  
1093.50 sq. ft.  
(0.02 acre)  
N 56°00'20" E 27.00'  
S 33°59'40" E 40.50'  
W 27.00' S 56°00'20" W  
N 33°59'40" W 40.50'  
(BEARING BASIS)

**LOT 17 &  
PORTION LOT 18  
BLOCK 4**  
(P.B. 1, PG. 13, M.C.R.)

**PORTION LOT 18  
BLOCK 4**  
(P.B. 1, PG. 13, M.C.R.)

**DENNIS STREET**  
30' R/W  
(PER CITY OF KEY WEST ENGINEERING  
R/W MAP, DATED MAY 26, 1955)

**LOT 19  
BLOCK 4**  
(P.B. 1, PG. 13, M.C.R.)  
PCN: 63020  
SCHOOL BOARD OF MONROE COUNTY FLORIDA

## REVISIONS




## AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

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JOB #:	10396-1.1
SCALE:	1" = 20'
DATE:	05/20/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B.	N/A
PG.	N/A
SHEET:	2 OF 2



## SKETCH & DESCRIPTION DRAINAGE EASEMENT

Portion of Lot 5, Block 4, Diagram of Land Tract No. 30 AND Portion of Key West High School  
(P.B. 1, PG. 13, M.C.R.)

### SURVEYOR'S REPORT:

CITY OF KEY WEST, MONROE COUNTY, FL.

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3. The land description shown hereon was prepared by the Surveyor.
4. No underground improvement were located.
5. Bearings shown hereon are assumed based on east right-of-way line of Dennis Street having a bearing of N 33°59'40" 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: CL= Centerline; M.C.R.= Monroe County Public Records; P.B.= Plat Book; PCN= Parcel Control Number; PG.= Page; P.O.B.= Point of Beginning; P.O.C.= Point of Commencement; P.O.T.= Point of Termination; Ref.= Reference; R/W= Right of Way; sq. ft.= Square Feet.

### LAND DESCRIPTION:

A parcel of land for a Drainage Easement, being a portion of Lot 5, Block 4, of DIAGRAM OF LAND TRACT No. 30, by T.J. Ashe recorded in Plat Book 1, Page 13 of the Public Records of Monroe County, Florida described as:

BEGINNING at the southwest corner of said Lot 5; thence N 33°59'40" W along the east right-of-way line of Dennis Street as laid out and currently in use, a distance of 16.56 feet; thence S 80°26'26" E, 24.03 feet to a point hereinafter referred to as Reference Point "A" being on the north right-of-way line of Blanche Street as laid out and currently in use; thence S 56°00'20" W along said right-of-way line, a distance of 17.42 feet to the POINT OF BEGINNING, having an area of 144.18 square feet (0.003 acre) more or less.

### TOGETHER WITH:

An easement 12 feet in width for drainage, being 6 feet on each side of the following described centerline:

COMMENCING at the aforementioned Reference Point "A"; thence N 56°00'20" E along the north right-of-way line of Blanche Street, a distance of 33.58 feet to the west line of Key West High School; thence S 16°21'24" E along said west line, 57.18 feet to the POINT OF BEGINNING of said centerline; thence S 33°59'40" E, 365.18 feet to the POINT OF TERMINATION, having an area of 4,382.137 square feet (0.101 acre) more or less.


The side lines of said easement to be extended or shortened to meet at angle points and to form a closed figure.

Said lands lying and being in the City of Key West, Monroe County, Florida.

### 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 Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: May 21, 2018

  
KEITH M. MCFEE-ASTOW, P.L.S.  
Florida Registration No. 5328  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

### REVISIONS




### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

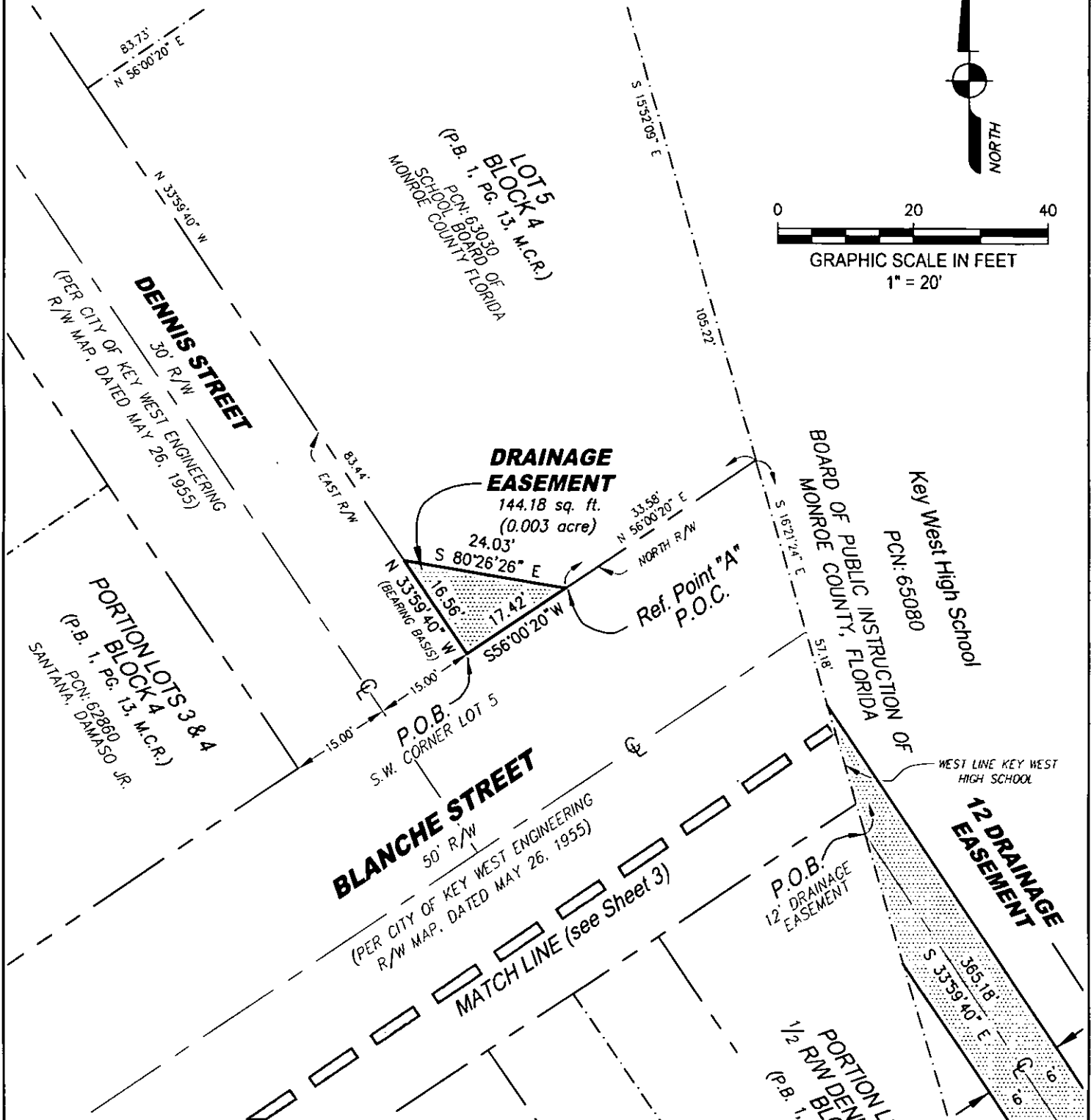
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JOB #:	10396-1.2
SCALE:	N/A
DATE:	05/21/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B.	N/A PG. N/A
SHEET:	1 OF 3

# SKETCH & DESCRIPTION DRAINAGE EASEMENT

Portion of Lot 5, Block 4, Diagram of Land Tract No. 30 AND Portion of Key West High School  
(P.B. 1, PG. 13, M.C.R.)  
CITY OF KEY WEST, MONROE COUNTY, FL.



## REVISIONS




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JOB #: 10396-1.2

SCALE: 1" = 20'

DATE: 05/21/2018

BY: K.M.C.

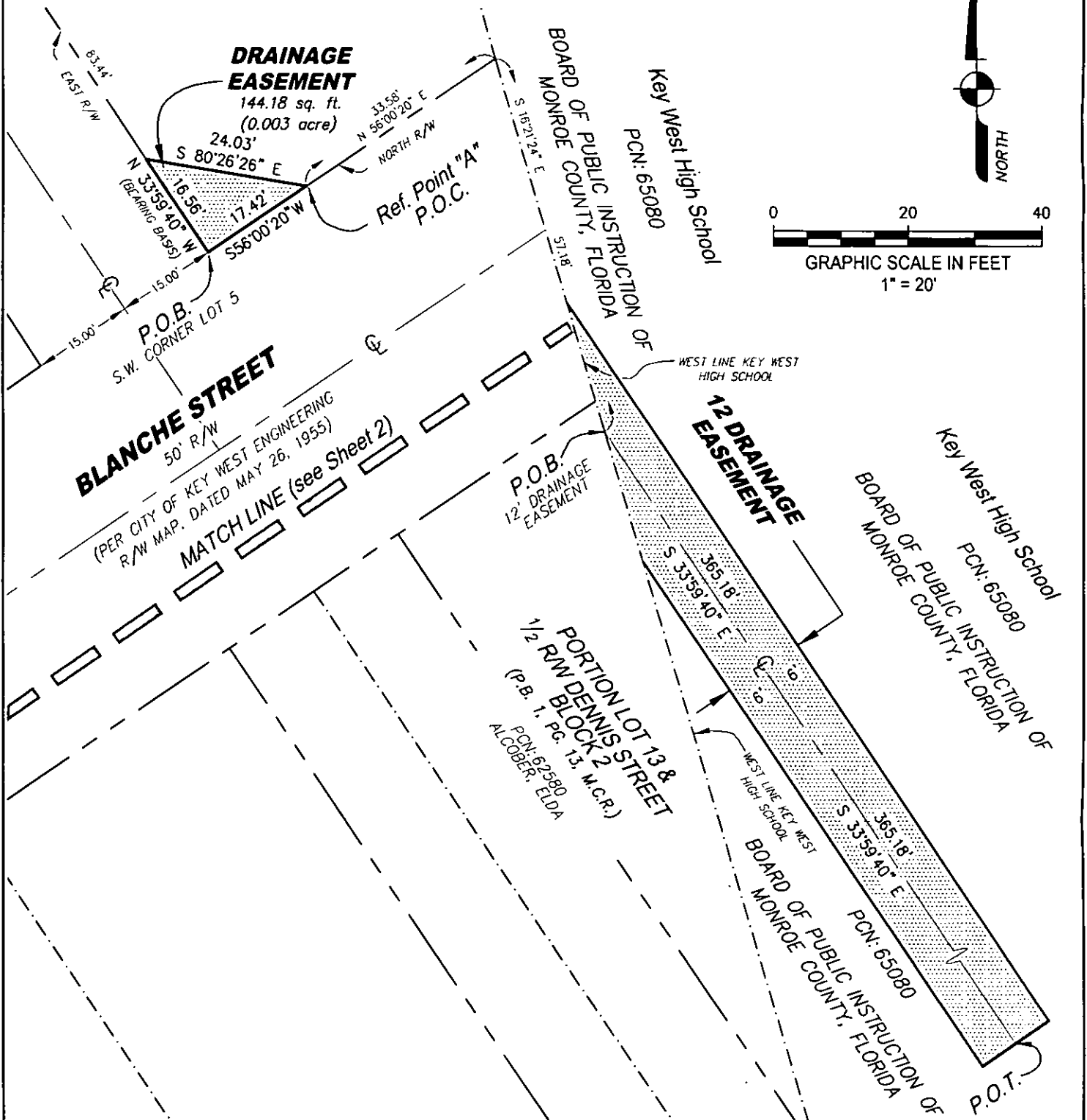
CHECKED: K.M.C.

F.B. N/A PG. N/A

SHEET: 2 OF 3

# SKETCH & DESCRIPTION DRAINAGE EASEMENT

Portion of Lot 19, Block 4, Diagram of Land Tract No. 30 AND Portion of Key West High School  
(P.B. 1, PG. 13, M.C.R.)  
CITY OF KEY WEST, MONROE COUNTY, FL.



## REVISIONS


MONROE COUNTY  
OFFICIAL RECORDS



## AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

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JOB #: 10396-1.2

SCALE: 1" = 20'

DATE: 05/21/2018

BY: K.M.C.

CHECKED: K.M.C.

F.B. N/A PG. N/A

SHEET: 3 OF 3