

POLICY 7.172

4-E I recommend the Board adopt the proposed revision to Policy 7.172, to be re-named "Granting Easements and Licenses."

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Adoption

CONSENT ITEM

- The Board approved the development of this Policy on June 28, 2004. The Adoption notice was duly advertised on July 5, 2004.
- This Policy revision was requested by the Board. It adds guidelines for general easements and licenses to the existing Policy on drainage easements.
- The conceptual framework of the revision was proposed by the Department of Real Estate Services in conjunction with the Chief of Facilities Management.
- CORC reviewed and approved the proposed revised Policy on June 17, 2004.

1 POLICY 7.172

2 GRANTING DRAINAGE EASEMENTS AND LICENSES

3
4 1. Purpose.-- This Policy provides guidelines for granting easements and licenses,
5 including drainage easements.

6
7 2. Definitions

8
9 a. Easement.-- An easement is a right, created by agreement, of a private
10 person, a public entity, or a utility, to enter upon, over, across, under, or
11 through a strip of land owned by the Board, for a specified purpose and
12 duration as set forth in the easement instrument, provided that title to the
13 Board's property shall remain in the name of the Board, subject to the right of
14 use by the Easement Grantee designated in the Easement Instrument. As
15 distinguished from a license, an easement implies an interest in land which is
16 may be permanent, since it runs with the land, but may be made temporary by
17 being subject to termination upon the happening of a condition subsequent.

18
19 b. License.-- A license is a personal, unassignable, temporary and revocable
20 permission, privilege, or permit, created by agreement, of a private person, a
21 public entity, or a utility, to do something on the land of the Board, for a
22 specified purpose and duration as set forth in the License Instrument, provided
23 that the title of the Board's property shall remain in the name of the Board.

24
25 3. Common and Permissible Reasons for Granting an Easement or License

26
27 a. Easements.-- The most common types of easements granted by the Board
28 include: utility (e.g. electric, telecommunication, water/sewer, natural gas);
29 drainage; access; maintenance or landscape buffer; conservation/preservation
30 (e.g. as a condition of an agency permit or approval); and right-of-way (e.g. a
31 road or canal); or a temporary construction easement.

32
33 b. Licenses.-- The most common types of licenses granted, or reasons for the
34 Board granting them, are: a restoration agreement (e.g., for transition or
35 restoration associated with road or right-of-way work); installation of
36 improvements such as traffic signals or monitoring wells and equipment; or
37 temporary uses or activities on School Board property.

38

39 **4. Balance of Benefits**

40
41 a. Easements.-- The Board recognizes that the grant of an easement may
42 provide a benefit to: 1) the Board; 2) another governmental entity or public
43 utility; or 3) a private non-governmental party.

44
45 i. In some instances, the School Board is the primary recipient of the
46 benefit, such as when the easement is for utility service that terminates at
47 a School Board facility.

48
49 ii. In some instances, there may be a mixture of benefits to the School
50 Board and others, such as when: a utility easement crosses Board
51 property, serves the Board facility, and continues on to serve others and
52 any transmission across the Board's property is incidental to the main
53 purpose of providing utility service to the Board's facility; or there is cross-
54 access over an adjacent property, in exchange for the adjacent
55 landowner having access over the Board's property; or where a canal or
56 road right of way encumbers a portion of the Board's property but benefits
57 both the Board and the general public by improved traffic flow or
58 increased flood protection or drainage.

59
60 iii. In other cases, the School Board may receive little or no direct, tangible
61 or special benefit, such as when the easement is intended primarily to
62 provide a benefit or service to another's property.

63
64 b. Licenses.-- The balance of benefits under licenses generally flow in a manner
65 similar to that described above for easements.

66
67 **5. Consideration.--**

68
69 a. Easements.-- When granting an easement that provides little or no direct or
70 tangible benefit to the School Board or the Board's property, such as when the
71 easement is intended primarily to provide a benefit or service to another's
72 property, including easements granted to a private non-governmental party or
73 a governmental entity, the School Board must receive monetary consideration
74 at market value, as determined under Section (7) below. No monetary
75 consideration will be necessary when the easement is required as a condition
76 of service by a utility provider for service that terminates at the School Board's
77 facility (including easements granted after-the-fact for maintenance of existing
78 utility lines), or the easement is required as a condition of permit, development

79 order, or similar approval of a governmental entity. Notwithstanding the
80 foregoing, The Board may establish terms for other consideration, or terms
81 and conditions as the Board, in its discretion, may determine on a case-by-
82 case basis.

83
84 b. Construction Easements.-- No payment or consideration will be required for a
85 temporary construction easement, or similar easement granted for a period of
86 one year or less pursuant to this Policy, provided the School Board receives a
87 direct or indirect tangible benefit and the easement instrument provides for full
88 and complete restoration of the School Board's property by the grantee, at the
89 grantee's sole cost and expense.

90
91 c. Licenses.-- There need be no payment or consideration for a license granted
92 pursuant to this Policy, provided the School Board receives a direct or indirect
93 tangible benefit and the license provides for full and complete restoration of
94 the School Board's property by the licensee, at the licensee's sole cost and
95 expense.

96 97 6. Application Procedure.—

98
99 a. A prospective grantee ("Applicant") requesting an easement or license shall
100 formally request same by written application to the School District's Chief of
101 Facilities Management ("CFM"). All costs and fees associated with evaluating
102 the application, such as technical and engineering fees, surveys and appraisal
103 costs shall be the responsibility of the Applicant, except for easements or
104 licenses which are initiated by the School District and/or provide direct or
105 exclusive benefits to the School Board.

106
107 b. The application shall identify or include the following:

108
109 i. the purpose of the easement or license, or the objective sought, including
110 identification of all recipients of benefits, and in particular, benefits to the
111 School Board, or the Board's property;

112
113 ii. the minimum area of the Board's property required for the proposed use,
114 including a location map, sketch, aerial photograph, survey or other
115 information to assist in identification of the area;

116
117 iii. the minimum title or other interest in the Board's property necessary to
118 accomplish the proposed purpose;

119
120 iv. the minimum duration necessary to accomplish the proposed purpose, or
121 whether a perpetual easement is being sought, including the date the
122 proposed easement or license is proposed to commence;

123
124 v. the applicant's interest in any adjoining property, or adjacent facilities;

125
126 vi. the applicant shall provide evidence of the School Board's title or interest
127 in the underlying fee property, including identification of any existing
128 easements or encumbrances whatsoever.

129
130 **7. Valuation.--** The consideration for the grant of an easement or license shall be
131 established in an agreement between the Applicant and the Board. The application
132 and agreement shall specify the period of time during which the grant of easement
133 or license is to be in effect, and the valuation may be reflective of such terms.
134 Except as otherwise allowed by this Policy, the consideration to be received by the
135 Board for the grant of easement or license shall be set as follows:

136
137 a. The Applicant must contract with independent appraisers approved by the
138 School District to determine the fair market value of the easement or license at
139 the time the agreement is entered into. The Applicant shall be responsible for
140 all appraisal fees.

141
142 b. Appraisers retained by the Applicant must meet the same criteria that the
143 Board imposes on appraisal firms retained by the Board. Appraisers must be
144 "Licensed" or "Certified General" appraisers certified under Fla. Stat. §
145 475.615, with a current designation as a Member of the Appraisal Institute
146 ("MAI").

147
148 c. By making an application for the grant of an easement, the Applicant is
149 deemed to agree that the Board, or School District staff on behalf of the Board,
150 at the Board or staff's sole discretion, has the right to seek a second appraisal
151 from another Licensed or Certified General appraiser at the Applicant's
152 expense and require the higher of the two appraisal values as the
153 consideration for the easement, or to reject any or all appraisals.

154
155 **8. Terms and Conditions.--** The easement or license agreement between the Board
156 and the Applicant (hereinafter the "Grantee") must contain terms consistent with
157 the following:

158

- 159 a. Appropriate Location.-- The placement of easements must be consistent with
160 SREF § 1.4(2)(o): "easements do not . . . infringe on useable acreage." The
161 application for an easement or license must specify the legal description and
162 area of the proposed easement or license parcel.
163
- 164 b. Duration.-- The agreement shall specify the duration of the easement or
165 license. For example, an easement may be perpetual or of fixed duration (e.g.
166 a temporary construction easement). A license is temporary and revocable
167 and typically has a duration of less than one year, but may be renewed if
168 renewal is specified in the agreement.
169
- 170 c. No Warranty of Title.— All easements or licenses granted pursuant to the
171 Delegation of Authority under Section (10) shall contain no warranty of title
172 and shall be granted or approved with title "as-is", subject to all matters of
173 record. Any easement or license containing a warranty of title shall require
174 School Board approval at a public meeting.
175
- 176 d. Pollutants.-- The Grantee shall not cause or allow its use of the easement or
177 license to be a source of any prohibited pollutants or hazardous materials as
178 defined or restricted by Fla. Stat. Chapter 376 or other applicable state laws
179 and/or the federal Comprehensive Environmental Response, Compensation
180 and Liability Act, as amended by the Superfund Amendments and
181 Reauthorization Act of 1986.
182
- 183 e. Insurance and Hold Harmless Clause.-- The Grantee should demonstrate
184 adequate insurance coverage, or self-insurance in the case of a governmental
185 entity, to cover any foreseeable risks to the Grantee arising from use of the
186 easement or license. The liability insurance, including pollution insurance, if
187 applicable, shall name The School Board of Palm Beach County, Florida, as
188 an additional insured at no cost to the District. The Grantee must hold the
189 Board harmless for damage or wear and tear to the easement area.
190
- 191 f. Restoration.-- Grantees or licensees shall accept responsibility for restoring
192 the easement area or licensed area, after termination or expiration of the
193 easement or license, to the condition it was in before use of the easement or
194 license, or to a condition acceptable in advance to the CFM. In cases where
195 an easement involves improvements on the School Board's property, the
196 School Board may withhold delivery of the easement until all restoration is
197 completed and approved in accordance with a written agreement.
198

- 199 g. Easements to Be Non-Exclusive.-- All easements or licenses granted pursuant
200 to the Delegation of Authority under Section (10) of this Policy must be non-
201 exclusive (i.e. it does not exclude the Board from participating in the rights
202 granted or restrict multiple easements from being granted over the same
203 parcel). Exclusive easements (i.e. those that exclude the Board from
204 participating in the rights granted or restrict multiple easements from being
205 granted over the same parcel) shall require School Board approval at a public
206 meeting.
- 207
- 208 h. Release Clause.-- Agreements shall have a clause allowing release of the
209 easement or license upon reasonable request of the Board, with the
210 understanding that the Board may need to reimburse a pro-rated portion of the
211 consideration to an easement Grantee, or that the Board may need to
212 reimburse reasonable costs to a utility for disconnection or rerouting of lines.
213 Licenses are freely revocable, and the Board shall have no liability
214 whatsoever, including no obligation to reimburse a pro-rated portion of the
215 consideration if the license is revoked before the stated term.
- 216
- 217 i. Right of Relocation or Modification.—Notwithstanding the provision of
218 subsection (h) above, the agreement with a non-governmental party other than
219 public utility providers may specify that the Board has the right to require
220 relocation of an easement or licensed area to a different part of the property at
221 the Grantee's expense, whenever the Board deems such relocation to be in
222 the Board's best interests or when deemed necessary for school purposes due
223 to, for example, reconfiguration of the site. Licenses are revocable, and the
224 Board shall have no liability whatsoever, including no obligation to reimburse a
225 licensee for any relocation or modification costs or damages.
- 226
- 227 j. Reverter.-- All easement agreements with a non-governmental party other
228 than public utility providers shall be made subject to reverter upon failure of
229 the Grantee to begin using the easement, as proposed in the application,
230 within one (1) year following approval or granting of the easement. Further, all
231 easements shall be subject to reverter to the Board if the Grantee fails to
232 adequately maintain the installation or meet the Grantee's obligations under
233 the easement, or if the easement is not used by the Grantee.
- 234
- 235 k. Assignability.— No easement shall be assigned without the express, prior and
236 written consent of the Board by Board action or by authority delegated by the
237 Board in accordance with this Policy. An easement running with the land shall
238 be transferable to the successors in interest of the grantee of the benefited

239 property, provided such transfer does not result in an increased burden to the
240 easement parcel.

241
242 l. Forms.-- The Board recognizes that certain situations might require use of the
243 Grantee's easement form and modifications may or may not be permitted. For
244 other situations, the District will develop its own agreements and instruments
245 for a specific application. In any case, the Board specifically reserves the right
246 to include any specific condition or restriction the Board or School District staff
247 deem to be in the School Board's interest.

248
249 m. Recordation.-- Any easement granted by the School Board must be evidenced
250 by a written instrument recorded in the office of the clerk of the circuit court.
251 Licenses shall not be recorded.

252
253 n. As-Built Drawings.— Any easement, license or agreement may provide that
254 the grantee deliver as-built drawings or surveys to the School District.

255
256 o. Restrictions on Times of Construction or Installation.—The School Board may
257 impose certain restrictions necessary to minimize disruptions to schools or
258 support facilities. These restrictions may include a limitation that construction,
259 installation or other work be completed during weekends, evenings, or at times
260 when school is not in session or at times outside of normal operations at the
261 facility.

262
263 9. Additional Terms for Drainage Easement Agreements or Similar
264 Agreements.— The Board recognizes that private developers or property owners
265 may, from time to time, need access to drainage canals in order to meet state or
266 local requirements for legal positive outfall, and that the most direct path of access
267 to some of these canals may be across lands owned by the Board. Similarly, a
268 private developer or property owner may need access across the Board's lands to
269 accommodate the most direct path of access to some or all of the available utilities.
270 These uses typically provide little or no direct, tangible or special benefit to the
271 Board. The Board may approve such a use by an easement agreement which
272 shall include the following non-negotiable specific terms and conditions (in addition
273 to the general terms in Section (8) above):

274
275 a. Installation.-- The Grantee shall bear all costs of installation of any drainage
276 pipe or other apparatus and must ensure that any resulting disturbance or
277 damage of any school property (including, but not limited to, sod, sprinkler
278 systems, sidewalks, etc.) is promptly repaired at the Grantee's expense to the

279 satisfaction of the District and in compliance with any applicable standards and
280 codes. The District shall be the sole determiner as to when repairs shall be
281 deemed necessary, or whether the completed repairs are acceptable to the
282 District.

283
284 b. Capacity.-- The Grantee shall ensure the construction of any drainage
285 apparatus is of sufficient length, diameter, and capacity to carry water from a
286 hundred-year flood without such water overflowing onto the School Board's
287 property. Such design requirements must take into consideration any tie-ins of
288 District drainage lines, existing or planned.

289
290 c. Maintenance.-- The Grantee shall maintain the drainage pipe (or other
291 drainage or other apparatus) and related portions of the easement in safe and
292 proper condition, including any walkways or sidewalks within or above the
293 easement area. The Grantee shall bear all such maintenance costs. Should
294 the Grantee fail to properly maintain the line, the Grantee shall be held
295 responsible for all damage caused to Board property and shall reimburse the
296 Board for any repairs made by the School District, and the easement may be
297 subject to reverter as set forth in subsection (8)(j) above.

298
299 d. Board's Right to Tie-In.-- The Board shall have the right to tie in drainage lines
300 to the Grantee's drainage apparatus, or to tie in to other utilities. If the Board
301 does tie in to any apparatus, the Board will install and maintain its lines up to
302 the joining point; but the Grantee shall maintain the tie-in joint itself and all
303 other portions of the Grantee's apparatus, as set forth in subsection (c) above,
304

305 10. Delegation of Authority for Approval

306
307 a. Easements

308
309 i. Approval by the School Board shall be required for all easement
310 agreements except as specified in paragraph (ii) below.

311
312 ii. The School Board hereby delegates to the Superintendent the authority to
313 approve, and execute along with the Board Chair, certain easements and
314 easement agreements upon request of the CFM. Alternatively, in his or
315 her discretion, the Superintendent may seek prior approval of the School
316 Board for granting such easements. This delegation of authority applies
317 only to requests where the CFM concludes that the easement is
318 consistent with this Policy and is the minimum interest necessary to

319 accomplish the needed purpose. For such delegation authority to vest, at
320 least one of the following conditions must apply:

321
322 A. the easement is essential to the construction, modernization, or
323 alteration of a facility on the School Board's approved list (as stated
324 in the Five-Year District Facilities Work Program):

325
326 B. the easement is required as a condition of service or as a condition
327 of a permit, development order, or similar approval;

328
329 C. the easement is necessary to install, maintain, repair, or upgrade
330 utility service to the level of service needed by a School Board
331 facility;

332
333 D. the easement is being granted to facilitate a request or need of the
334 School Board, such as for the installation of a traffic signal or turn
335 lane;

336
337 E. the easement will be a non-exclusive utility easement to a utility
338 provider that provides service to a School Board facility as well as
339 other customers, provided that the primary purpose is to provide
340 service to the School Board's facility and any additional use is merely
341 incidental;

342
343 F. an easement is to a governmental entity for a right of way for an
344 existing canal or road necessary to enhance access or traffic flow or
345 to provide enhanced drainage or flood protection to the Board's
346 facility.

347
348 b. Licenses.-- The Superintendent (or the CFM as the Superintendent's
349 designee) is hereby delegated the authority to approve license agreements on
350 behalf of the Board, as long as the agreement complies with all of the terms
351 and conditions specified for license agreements in this Policy. Alternatively, in
352 his or her discretion, the Superintendent may seek prior approval of the School
353 Board for granting a license.

354
355 11. Payment.-- Upon approval of an easement agreement or license requiring
356 monetary consideration, the Grantee shall make full payment within 90 days after
357 receipt of notification that the easement has been approved. In addition, the

358 Grantee shall post a bond to ensure faithful performance of all parts of the
359 easement agreement, in an amount to be specified in the agreement.

360
361 a. The CFM/designee shall make the notification of approval by personal delivery
362 or by regular U.S. mail (and may also send notification by certified mail, return
363 receipt requested, in order to document the date notice was received).

364
365 b. In cases where consideration is due, no easement or license shall be
366 delivered to the grantee or licensee, until full payment is received by the
367 Board.

368
369 c. If the Grantee's payment and proof of bond are not received within 90 days of
370 receiving notification, or other date as may be specified by written agreement,
371 the grant of the easement shall be invalid and void, and the instrument shall
372 not be recorded with the clerk of courts, or the license shall be rendered null
373 and void.

374
375 1. ~~Purpose.-- The School Board of Palm Beach County ("Board") recognizes that~~
376 ~~private developers or property owners may, from time to time, need access to~~
377 ~~drainage canals in order to meet state or local requirements for legal positive~~
378 ~~outfall, and that the most direct path of access to some of these canals may be~~
379 ~~across lands owned by the Board.~~

380 2. ~~The Board adopts this Policy to establish a consistent, equitable method for~~
381 ~~establishing the fair market value of drainage easements to be granted to~~
382 ~~developers or land owners who demonstrate a legitimate need as described in~~
383 ~~Section (1), above, and to set forth a consistent procedure for granting such~~
384 ~~easements.~~

385 3. ~~Definition.-- "Drainage easement" means a right, created by agreement, of a~~
386 ~~private person to drain land under or through a strip of land owned by the Board,~~
387 ~~generally using a pipeline, provided that the title to the Board's property shall~~
388 ~~remain in the name of the Board, subject to the right of use by the~~
389 ~~developer/property owner designated in the reservation of the servitude.~~

390 4. ~~Application Procedure.-- A developer/property owner ("Applicant") requesting a~~
391 ~~drainage easement or right-of-way shall formally request same by written~~
392 ~~application to the School District's Chief of Facilities Management. The Applicant~~
393 ~~must provide "as-built" drawings, at his/her expense, clearly identifying the~~
394 ~~proposed location of the installation. The placement of any drainage easement~~
395 ~~must be consistent with SREF § 1.4 (2)(o): "easements [should] not . . . infringe~~
396 ~~on useable acreage." All costs and fees associated with evaluating the~~
397 ~~application, such as technical and engineering fees, shall be the responsibility of~~
398 ~~the Applicant.~~

- 399 ~~5. Valuation.-- The consideration for the grant of easement shall be established in~~
400 ~~an agreement between the Applicant and the Board. The application and~~
401 ~~agreement shall specify the period of time during which the grant of easement is~~
402 ~~to be in effect, and the valuation may be reflective of such terms. The~~
403 ~~consideration and terms of the easement agreement must be such as the Board~~
404 ~~deems reasonable, based on the appraised value. Specifically, the consideration~~
405 ~~to be received by the Board for the grant of easement shall be set as follows:~~
406 ~~a. The Applicant must contract with an independent appraisal firm to~~
407 ~~determine the value of the easement at the time the agreement is entered~~
408 ~~into. The Applicant shall be responsible for the appraisal fee.~~
409 ~~b. The appraisal firm retained by the Applicant must meet the same criteria~~
410 ~~that the Board imposes on appraisal firms retained by the Board. The~~
411 ~~appraiser must be a "Licensed" or "Certified General" appraiser certified~~
412 ~~under Fla. Stat. § 475.615.~~
413 ~~c. By making an application for the grant of an easement, the Applicant is~~
414 ~~deemed to agree that the Board has the right to seek a second appraisal~~
415 ~~from another Licensed or Certified General appraiser at the~~
416 ~~developer's/property owner's expense, and to require the higher of the two~~
417 ~~appraisal values as the consideration for the easement.~~
418 ~~6. Payment.-- Upon the Superintendent's recommendation and Board approval of~~
419 ~~an easement agreement with the consideration established pursuant to Section~~
420 ~~(5) above, the developer/property owner (hereinafter "Grantee") shall make full~~
421 ~~payment within 90 days after receipt of notification that the easement has been~~
422 ~~granted by the Board. In addition, the Grantee shall post a bond to ensure faithful~~
423 ~~performance of all parts of the easement agreement. The minimum bond amount~~
424 ~~shall be at least \$25,000.~~
425 ~~a. The Chief of Facilities Management/designee shall make the notification of~~
426 ~~Board approval by regular U.S. mail (and also by certified mail, return~~
427 ~~receipt requested, in order to document the date notice was received).~~
428 ~~b. If the Grantee's payment and proof of bond are not received within 90~~
429 ~~days of receiving notification, the grant of the easement shall be invalid~~
430 ~~and void, and the instrument shall not be recorded with the clerk of courts.~~
431 ~~7. Terms of the Easement Agreement.-- The non-negotiable terms and conditions~~
432 ~~of the drainage easement agreement shall include, but not be limited to, the~~
433 ~~following:~~
434 ~~a. Installation.-- The Grantee shall bear all costs of installation of any~~
435 ~~drainage apparatus and must ensure that any resulting disturbance or~~
436 ~~damage of any school property (including, but not limited to, sod, sprinkler~~
437 ~~systems, sidewalks, etc.) is promptly repaired at the Grantee's expense to~~
438 ~~the satisfaction of the District and in compliance with any applicable~~
439 ~~standards and codes. The District shall be the sole determiner as to when~~
440 ~~repairs shall be deemed necessary.~~
441 ~~b. Capacity.-- The Grantee shall ensure the construction of the drainage~~
442 ~~apparatus is of sufficient length, diameter, and capacity to carry water~~

- 443 from a hundred-year flood without such water overflowing onto District
444 property. Such design requirements must take into consideration any tie-
445 ins of District drainage lines, existing or planned.
- 446 c. ~~Maintenance.~~-- The Grantee shall maintain the drainage pipe (or other
447 drainage apparatus) and related portions of the easement in safe and
448 proper condition, including any walkways or sidewalks within or above the
449 easement area. The Grantee shall bear all such maintenance costs.
450 Should the Grantee fail to properly maintain the line, the Grantee shall be
451 held responsible for all damage caused to Board property and shall
452 reimburse the Board for any repairs made by the School District, and the
453 easement may be subject to reverter as set forth in subsection (h), below.
- 454 d. ~~Board's Right to Tie-In.~~-- The Board shall have the right to tie in drainage
455 lines to the Grantee's drainage apparatus. If the Board does tie in to this
456 drainage apparatus, the Board will install and maintain its lines up to the
457 joining point; but the Grantee shall maintain the tie-in joint itself and all
458 other portions of the Grantee's apparatus, as set forth in subsection (c)
459 above.
- 460 e. ~~Pollutants.~~-- The Grantee shall not cause or allow the drainage apparatus
461 to be the source or transporter of any prohibited pollutants or hazardous
462 materials as defined or restricted by Fla. Stat. Chapter 376 or other
463 applicable state laws and/or the federal Comprehensive Environmental
464 Response, Compensation and Liability Act, as amended by the Superfund
465 Amendments and Reauthorization Act of 1986.
- 466 f. ~~Hold Harmless.~~-- The Grantee should demonstrate adequate insurance
467 coverage for the drainage apparatus, as well as pollution insurance. The
468 property and pollution insurance shall name the School Board as an
469 additional insured at no cost to the District. The Grantee shall hold the
470 Board harmless for any damage, depreciation, or wear and tear to the
471 easement and drainage apparatus therein. The Grantee shall also
472 indemnify and hold the Board harmless for any and all liability whatsoever
473 arising out of the installation or maintenance of the drainage easement
474 and apparatus.
- 475 g. ~~Right of Relocation or Modification.~~-- The Board shall have the right to
476 require relocation or repair of the easement and drainage apparatus to a
477 different part of the property at the Grantee's expense, whenever the
478 Board deems such relocation to be in the Board's best interests or when
479 deemed necessary for school purposes due to, for example,
480 reconfiguration of the site. Further, the Grantee shall cause modifications
481 to the pipeline or other apparatus, or its operation, in the event another
482 governmental entity requires changes to the pipeline or its operation, and
483 Grantee shall make such modifications at no cost or liability to the District.
- 484 h. ~~Reverter Clause.~~-- All drainage easements shall be subject to reverter
485 upon failure of the Grantee to begin using the easement, as proposed in
486 the application, within one (1) year. Further, the easement shall be subject

487 to revert to the Board if the Grantee fails to adequately maintain the
488 installation.

489 i. ~~Removal and Restoration.~~ Unless the contract is extended by further
490 agreement of both parties before the expiration date, the Grantee shall
491 remove the pipelines or other drainage apparatus at Grantee's expense
492 before termination of the easement agreement and restore the easement
493 area to its highest and best use by the expiration date.

494 j. ~~Recordation.~~ Any drainage easement must be evidenced by a written
495 instrument recorded in the office of the clerk of the circuit court.
496 Recordation and cost thereof shall be the responsibility of the Grantee.
497

498 STATUTORY AUTHORITY: ~~§§ 1001.41(2); 1001.42(22); 1001.43(4), Fla. Stat. §§~~
499 ~~230.22(2); 230.23(22); 230.23005(4), Fla. Stat.~~

500
501 LAWS IMPLEMENTED: ~~§§ 1001.42(9); 1001.43(4); 1001.51(4), (10), Fla. Stat. §§~~
502 ~~235.002; 230.23(9); 230.23005(4); 230.33(4); 230.33(11); 376.301, Fla. Stat.~~

503
504 HISTORY: 12/2/02; ___/___/04

Legal Signoff:

The Legal Department has reviewed the proposed revision of Policy 7.172 and finds it legally sufficient for development by the Board.

Attorney

Date