

**POLICY 7.172**

- 5-G** I recommend the Board approve the proposed revision to Policy 7.172, to be re-named "Granting Easements and Licenses."

[Contacts: Joe Sanches, 357-7573; and Barry Present, 434-8083.]

**Development**

**CONSENT ITEM**

- 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.

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 ~~e. 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 (e)~~  
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