

Return to:
Cleveland Robinson, Director
Community Development
City of Pahokee
171 North Lake Avenue
Pahokee, FL 33476

This instrument prepared by:
Blair Littlejohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Boulevard
West Palm Beach, Florida 33406

LIFT STATION EASEMENT

THIS LIFT STATION EASEMENT ("Easement") is made this ____ day of _____, 2007, by the School Board of Palm Beach County, Florida, whose mailing address is 3300 Forest Hill Boulevard, B-246, West Palm Beach, Florida 33406 (hereinafter referred to as the "Grantor"), in favor of the City of Pahokee, a municipal corporation, whose mailing address is 171 North Lake Avenue, Pahokee, Florida 33476, its successors and assigns (hereinafter referred to as the "Grantee").

WITNESSETH:

For Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, bargains and conveys to the Grantee, a lift station easement in, over, across, on, under and through the real property located in Palm Beach County, Florida, described in Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as the "Easement Parcel".

This Easement is given for the purpose of allowing Grantee to construct, operate and maintain a sewer lift station on the Easement Parcel (hereinafter "Drainage Improvements") and ingress, egress and access to carry out the purposes of this Easement.

Grantee, for Grantee, its successors, and assigns, covenants with the Grantor and its successors and assigns, that Grantee, at all times after the effective date of this instrument, at its own cost and expense, will clean, repair and maintain the Drainage Improvements, and will keep them cleaned, repaired and maintained, in a proper, substantial and workmanlike manner, in a safe, clean and properly operating condition and in compliance with all applicable ordinances, codes, rules and regulations. All regular maintenance involving the Grantee's exercise of the easement rights herein granted shall be coordinated with the Grantor's Chief of Facilities Management ("CFM") by providing written notice thirty (30) days prior to the start of the proposed maintenance.

Notice of any emergency maintenance involving the Grantee's exercise of the easement rights herein granted shall be given to the CFM as soon as practicable. Grantee shall ensure that the Easement Parcel is safe and secured at all times that work is being performed from the Easement Parcel and that such work is conducted in such a way as to avoid the risk of personal injury to the

students, visitors, faculty and staff of Grantor. Grantee shall ensure that, during and as a result of use by Grantee, Grantor's existing roadway, which is partially encumbered by the Easement Parcel, shall remain open and passable by Grantor's pedestrians and vehicles, including school buses.

Grantee's use of the Easement Parcel is at Grantee's sole risk. The Grantee recognizes its liability for certain tortious acts of its agents, officers, and employees, and agrees to be responsible for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, officers, or employees, to the extent and limits provided by law. The parties further acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 applicable to the parties, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Grantee shall indemnify and hold harmless, to the extent permitted by Florida Statutes Section 768.28, and without waiver of the monetary limits set forth therein, the Grantor against any actions, claims, or damages arising out of the negligent or wrongful act or omission of the Grantee, its employees, agents, and/or officers. The parties acknowledge that the foregoing shall not constitute an agreement by the Grantee to indemnify the Grantor for Grantor's negligence, nor a waiver of sovereign immunity, nor a waiver of any defense the Grantee may have under such statute, nor as consent to be sued by third parties.

Without waiving the right of sovereign immunity as provided by Florida Statutes, Section 768.28, the Grantee also agrees and warrants to maintain comprehensive liability insurance coverage or self-insurance during the term of this Easement. Upon request of the Grantor, the Grantee also agrees to provide a certificate of insurance or self-insurance to the Grantor prior to the Grantee's use of the Easement Parcel.

Grantee shall not assign any of its rights under this Easement to a third party that is not a state agency or subdivision as defined in Florida Statute Section 768.28 ("Assignee"), without the prior written consent of Grantor and Grantor and Assignee entering into a separate written agreement providing for indemnification and insurance coverage to the satisfaction of Grantor.

Grantor reserves the right to locate above ground and subsurface improvements, including but not limited to fences, irrigation lines, landscaping, light poles, utility lines, sidewalks, roadways, parkways and parking lots, within the Easement Parcel. Grantee acknowledges that the Easement Parcel may currently contain these improvements and hereby waives any right to object to the replacement or new installation of such improvements within the Easement Parcel. Grantee shall repair, replace, and/or restore at its sole cost any/all of Grantor's improvements on the Easement Parcel which are damaged as a result of any installation, construction, maintenance or repair by Grantee. In the event that damage to the Easement Parcel or Grantor's improvements is caused by the Grantee, its employees or agents, the Grantee shall promptly repair or replace the damaged property or reimburse the Grantor for the documented cost incurred by the Grantor in repairing or replacing the damaged improvements. Failure of Grantee to repair or replace any damaged improvements or reimburse the Grantor for the documented cost of repairing or replacing the damaged improvements within thirty (30) days of demand by Grantor, in addition to all other remedies available to Grantor, shall be grounds for termination of

this Easement.

Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Parcel for the purposes herein expressed, this Easement shall become null and void, and all right, title and interest in and to the Easement Parcel shall revert to the Grantor.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement.

TO HAVE AND TO HOLD the same for proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, this Drainage Easement has been executed by the Grantor whose hand and seal is affixed hereto, the date first above written.

GRANTOR

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

BY _____
William G. Graham, Chairman

BY _____
Arthur C. Johnson, Ph.D., Superintendent

Board Approval Date: _____

REVIEWED AND APPROVED AS TO
LEGAL FORM

 6/4/07

School Board Attorney

Date: _____

GRANTEE

CORPORATE SEAL

By: _____
It's: _____

Attest:

Date: _____

By: _____
It's: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by William G. Graham as Chairman and Arthur C. Johnson, Ph.D. as Superintendent of the School Board of Palm Beach County, Florida, who is personally known to me.

Notary Public

Print
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by _____ and _____, as President and Secretary of _____, a Corporation, on behalf of the corporation, who are personally known to me.

Notary Public

Print
My Commission Expires: _____

LEGAL DESCRIPTION**LIFTSTATION EASEMENT**

A parcel of land situated in Section 33, Township 41 South, Range 37 East, being a portion of Lots 17 and 18, Block 18, of the Plat of Nemaha according to the plat thereof as recorded in Plat Book 3, Page 28 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGIN at the Northeast Corner of said Lot 17; Thence South 33°00'00" West along the Easterly Lot line of said Lot 17, also being the existing Westerly right-of-way line of Everglade Street, a distance of 28.02 feet; Thence North 55°00'00" West along a line being 28.00 feet Southerly of and parallel with the Northerly Lot line of said Lots 17 and 18, a distance of 35.02 feet; Thence North 33°00'00" East along a line being 35.00 feet Westerly of and parallel with the Easterly Lot line of said Lot 17, a distance of 28.02 feet; Thence South 55°00'00" East along the Northerly Lot line of said Lots 17 and 18, said line also being the existing Southerly Alley line, a distance of 35.02 feet to the **POINT OF BEGINNING**.

Containing 982 square feet, more or less.

LEGEND

& = AND
 (P.) = PLAT
 R/W = RIGHT-OF-WAY
 P.B. = PLAT BOOK
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 SEC. = SECTION
 TWP. = TOWNSHIP
 RGE. = RANGE

DATE OF ORIGINAL SIGNATURE:

JANUARY 31, 2007

MARGARET E. WASHKO PSM
 PROFESSIONAL LICENSE
 No. 6537

NOT A SURVEY

NOT VALID UNLESS ACCOMPANIED BY SKETCH OF DESCRIPTION (SHEET 2 OF 2)

© LATEST DATE SHOWN HEREON

SCALE: N/A

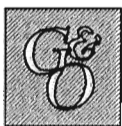
DESIGNED BY:

MULLIN

DRAWN BY:

WASHKO

CHECKED BY:



GREENHORNE & O'MARA, INC.

3223 COMMERCE PLACE, SUITE 100
 WEST PALM BEACH, FL 33407
 (561) 686-7707
 LB 3935

LEGAL DESCRIPTION AND SKETCH FOR:

CITY OF PAHOKEE
LIFT STATION EASEMENT

JAN. 2007

DATE:

181816.PAH.6410

DRAWING NO.:

1 OF 2

SHEET:

Section 33 Township 41 South Range 37 East

Palm Beach County, Florida Scale: 1"=20'

SKETCH OF DESCRIPTION

Reserved for Circuit Court

PLAT OF NEMAHA

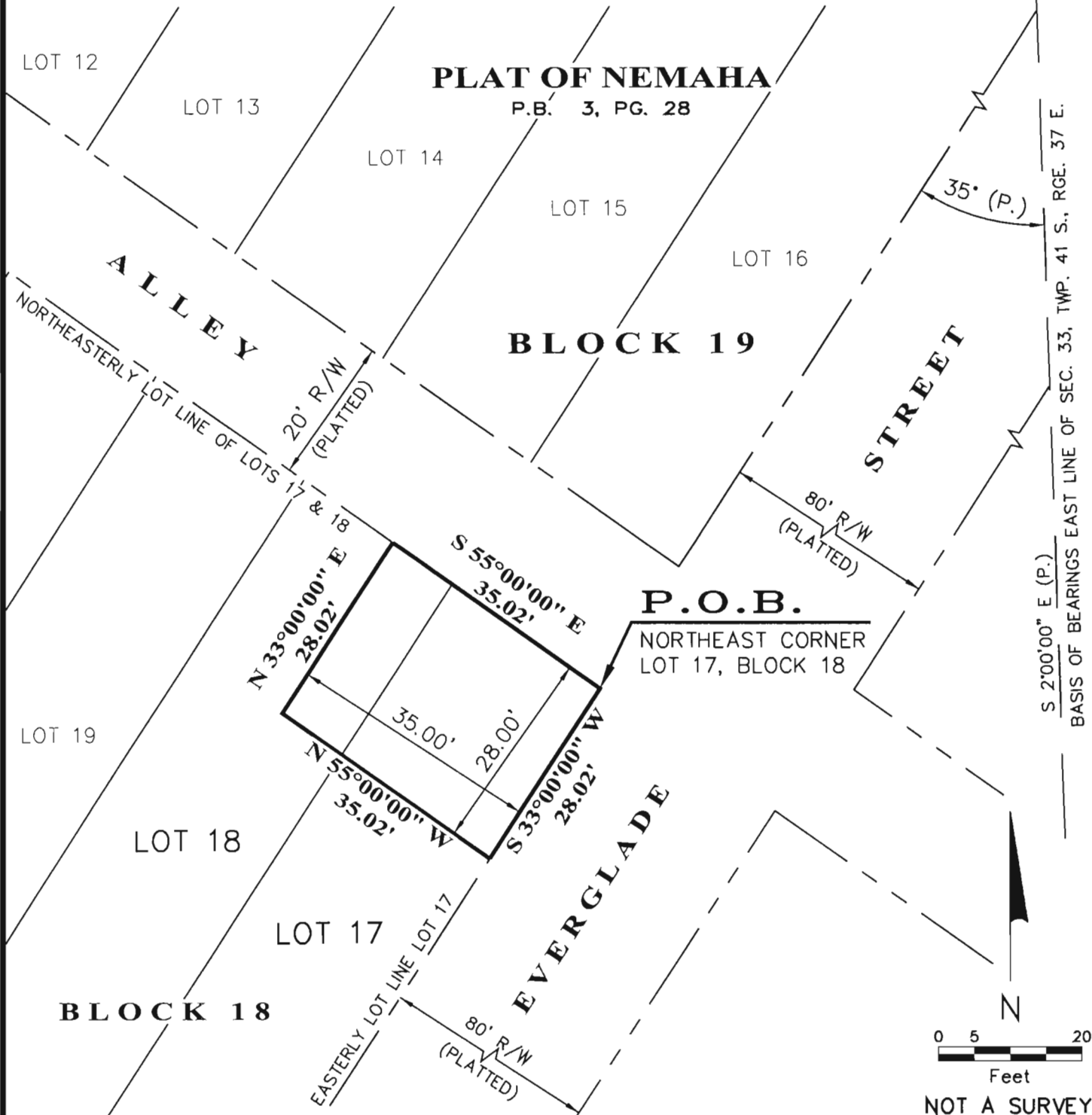
P.B. 3, PG. 28

BLOCK 19

P.O.B.

NORTHEAST CORNER
LOT 17, BLOCK 18

BLOCK 18



0 5 20
Feet

NOT A SURVEY

NOT VALID UNLESS ACCOMPANIED BY LEGAL DESCRIPTION (SHEET 1 OF 2)

© LATEST DATE SHOWN HEREON

SCALE: 1"=20'

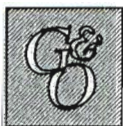
DESIGNED BY:

MULLIN

DRAWN BY:

WASHKO

CHECKED BY:



GREENHORNE & O'MARA, INC.

3223 COMMERCE PLACE, SUITE 100
WEST PALM BEACH, FL 33407
(561) 686-7707
LB 3935

LEGAL DESCRIPTION AND SKETCH FOR:

CITY OF PAHOKEE
LIFT STATION EASEMENT

JAN. 2007

DATE:

181816.PAH.6410

DRAWING NO.:

2 OF 2

SHEET: