

This instrument prepared by and return to:

Town of Howey-in-the-Hills

P.O. Box 128

Howey-in-the-Hills, Florida 34737

Parcel ID: 26-20-25-0100-C06-02200

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT, made this 28th day of April, 2024, between THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, whose mailing address is 201 West Burleigh Blvd., Tavares, Florida 32778, hereinafter the "GRANTOR" and the TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, whose mailing address is P.O. Box 128, Howey-in-the-Hills, Florida 34737, hereinafter the "GRANTEE."

WITNESSETH:

WHEREAS Grantor owns fee simple title to a parcel of real property with an address of 512 S Palm Avenue, Howey in the Hills, Florida, also known as Parcel ID: 26-20-25-0100-C06-02200 ("Grantor's Property"); and

WHEREAS, Grantee desires to obtain, and Grantor desires to grant, a non-exclusive utility easement located on Grantor's Property depicted on the sketches hereto attached as Exhibit "A" (the "Easement Property") for the purpose of operating and maintaining a sanitary sewer under, over, across and upon the Easement Property (the "Utility Improvements") in accordance with the terms and conditions as more specifically set forth herein (the "Easement").

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that this Easement and Easement Property conveyed herein, is granted upon the following terms, conditions, covenants and agreements.

1. Recitals. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

2. Grant of Easement. Grantor hereby grants, declares, dedicates, creates, and establishes for the use and benefit of Grantee a non-exclusive perpetual easement upon, over, and across the Easement Property, for the construction, operation, maintenance and use of the Utility Improvements and any other rights associated therewith or otherwise useful or necessary in connection with the use and enjoyment of the Easement Property for the uses and purposes described herein, together with the rights of ingress and egress over and upon the Easement Property for the purposes of construction, reconstruction, installation, maintenance, replacement, repair and cleaning (collectively, "Grantee's Work") of the Utility Improvements. The Easement Property shall be used in common with all of the owners, tenants, subtenants, successors and assigns

from time to time of Grantor's Property in any manner not inconsistent with the use of the Easement granted herein. This Easement and Grantee's rights hereunder shall at all times be subject to the rights of Grantor. Grantor hereby reserves unto itself, and its successors and assigns, the right to utilize the Easement Property for such purposes as deemed necessary, advisable, appropriate or convenient by Grantor that do not materially adversely affect Grantee's rights under this Easement, including but not limited to, the right to use, pass and repass over and upon the Easement Property, and to construct, reconstruct, replace, install, maintain and repair any improvements located or to be located over, under, across and upon the Easement Property, or any part thereof. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Property for its intended purpose.

3. Term. The term of this Easement shall commence as of the Effective Date and continue thereafter in perpetuity, unless earlier terminated in accordance with the Agreement.

4. Construction of Utility Improvements. Any of Grantee's Work done pursuant to the rights granted to Grantee herein, including but not limited to, the construction of Utility Improvements and any subsequent Grantee's Work shall be completed in accordance with the following terms and provisions:

- a. Grantee's Work shall be performed at Grantee's sole cost and expense.
- b. In the event that Grantee or Grantee's agents, employees, consultants, representatives, and contractors cause damage to any improvement now or hereafter located upon or adjacent to the Easement Property, Grantee shall repair or cause the repair of such damage at Grantee's sole cost and expense. Following such restoration and repair Grantor will provide an accounting of the costs and expenses and the Grantee shall pay any sum due to Grantor under this subsection within thirty (30) days.
- c. In the event that Grantor or Grantor's agents, employees, consultants, representatives, and contractors cause damage to the Utility Improvements now or hereafter located upon or adjacent to the Easement Property, Grantee shall repair or cause the repair of such damage at the Grantor's sole cost and expense. Following such restoration and repair of the damaged Utility Improvements, Grantee will provide an accounting of the costs and expenses and the Grantor shall pay any sum due to Grantee under this subsection within thirty (30) days.
- d. Grantee shall be solely responsible for obtaining all necessary permits for Grantee's Work and for the compliance with such permits and all governmental regulations and code requirements pertaining to Grantee's Work.

- e. All work performed by Grantee within the Easement Property must be performed in a good, workmanlike and lien-free manner by contractors duly licensed in Florida to perform such work, and Grantee covenants and agrees to comply with any and all applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same. Grantor shall have the right, but not the obligation, to conduct observations during construction to ensure the work is being performed in accordance with all applicable laws and regulations.
 - f. Grantee shall procure and maintain, at its sole cost and expense, public liability and property damage insurance for the Easement Property, with a company licensed to do business in the State of Florida, which shall insure any and all claims for personal injury, death or property damage occurring in or upon the Easement Property. Upon request by Grantor, Grantee shall furnish Grantor with evidence of such insurance, in the form of a certificate of insurance.
 - g. Grantee must keep the Easement Property and Grantor's Property free and clear of any and all liens and encumbrances arising by or through the acts or omissions of Grantee.
 - h. The Easement Property must be used in a reasonable manner by Grantee and must not be used by Grantee in such a way which would unreasonably restrict ingress and egress to, or activities on, Grantor's Property or create a nuisance. Any work performed by Grantee within the Easement Property must not unreasonably disturb Grantor's use of the remainder of Grantor's Property nor damage any improvements on Grantor's Property.
5. Maintenance. The Utility Improvements shall be maintained by Grantee in good working order and condition at its sole cost and expense, so that the Utility Improvements do not cause damages to the Grantor's property.
6. Access. If applicable, vendors, individuals, or entities under contract with Grantee who are permitted access on school grounds when students are present must comply with Section 1012.465, Florida Statutes, and must meet Level 2 screening as described in Section 1012.32, Florida Statutes, or otherwise must be escorted by an agent or employee of Grantor. A district badge must be obtained if accessing school grounds when students are present. Notwithstanding the foregoing, Grantee shall be solely responsible for ensuring that all its employees, agents, contractors, or entities under contract with Grantee, pursuant to this Easement, comply with any and all screening requirements.
7. Relocation of Easement. The Grantor may relocate the Easement Property if it interferes with the present or future use of the Grantor's Property, subject to the terms and conditions of this Section 7. If the Grantor elects to relocate the Easement Property: (i) the Grantor shall provide a substantially comparable easement area at no

cost to Grantee; (ii) the Grantor shall provide Grantee with a minimum of six (6) month's prior written notice of the Grantor's election to relocate the Easement Property, the location of the proposed substitute easement area and an updated title commitment to show any existing encumbrances or easements; (iii) the County shall pay Grantee's reasonable costs and expenses actually incurred in relocating the Utility Improvements from the Easement Property to the substitute easement area, including without limitation, construction costs and Grantee's contractor and staff time in connection with the design construction preparation, review and inspection, attorney services and other administrative work relating to the relocation; and (iv) the Grantor will work with Grantee to minimize and avoid any potential problem or interruption in utility services resulting from the substitution of the Easement Property. Prior to the date Grantee incurs costs in connection with the Grantor's election to relocate the Easement Property, Grantee will provide the Grantor with a good faith estimate of the costs and expenses estimated to cover Grantee's costs of the relocation. Grantee will on a periodic basis provided an accounting to the Grantor of costs and expenses incurred and estimated additional costs and expensed through the completion of the relocation of the Easement Property. Following completion of the relocation, Grantee will complete its final accounting and the Grantor shall pay any sum due to Grantee under this Section within thirty days. Terms and conditions under this Agreement pertaining to and governing the Easement Property will apply in the same way to a substitute easement area.

8. Indemnification. To the extent allowed by law, Grantee shall indemnify the Grantor, and all of its officers, agents, and employees from any third-party claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by Grantee, its agents or employees, during the performance of this Easement. Notwithstanding the foregoing, nothing in this Easement shall be deemed or construed in any manner as a waiver of any privilege, immunity, limits of liability or other protections which are provided and available to the Grantor or Grantee under the doctrine of sovereign immunity or the limitations of liability as provided by Section 768.28, Florida Statutes, and nothing in this Easement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. The foregoing indemnification obligations expressly survive any termination of this Easement.

9. Compliance. The rights and easements granted hereunder, and the performance by Grantee of all of its obligations hereunder, shall be materially compliant with all applicable statutes, ordinances, permits, rules and regulations of all applicable governmental authorities, including, but not limited to, all permits, conceptual or otherwise, issued by all applicable governmental authorities having jurisdiction over the Easement Property, as the same may be amended from time-to-time hereafter.

10. Successors and Assigns. This Easement and the obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and their agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), and the benefits and burdens hereof shall run with the land.

11. Enforcement. The easements, covenants and agreements contained herein shall be enforceable by suit for damages, specific performance, declaratory judgment and/or injunctive relief, in addition to any other remedy provided by law or equity.

12. Time is of the Essence. Time is of the essence with respect to all matters set forth herein.

13. "As-Is". The Easement is granted in its "AS IS" condition and without any warranty or representation, express or implied, by Grantor as to the condition or suitability of same for Grantee's purposes or otherwise.

14. No Third-Party Beneficiaries; No Public Dedication. This Easement is for the benefit of the parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Easement Property, except as specifically set forth herein.

15. Amendments and Waivers. This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Public Records of Lake County or by court order. No delay or omission of any party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Easement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

16. Recording. Grantee shall, at its sole expense, provide notice of the existence of this Easement by recording this instrument in the official public records of Lake County, Florida, on or before the fourteenth (14th) day following the Effective Date. Any substitute easement area as contemplated by Section 7 herein shall be recorded in accordance with this Section 16.

17. Attorneys' Fees; Venue. In the event the Grantor or Grantee is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the parties shall be responsible for their own attorneys' fees and costs prosecuting or defending the action. Venue for any dispute arising under this Easement shall lie exclusively in the state courts located in Lake County, Florida.

18. Notice. All notices, certificate or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by courier or facsimile transmission or three (3) days after the date mailed by registered or certified mail, postage prepaid, to the other party at the following addresses:

Grantor:

School Board of Lake County
Attn: Growth Planning Dept.
201 West Burleigh Boulevard
Tavares, FL 32778

Grantee:

Town of Howey-in-the-Hills
Attention: Town Clerk
101 N. Palm Avenue
Howey-in-the-Hills, Florida 34737
Phone: (352) 944-5000
Fax: (352) 324-2126

19. Miscellaneous. This Easement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

(signature blocks on following pages)

IN WITNESS WHEREOF, the aforesaid Parties have caused these presents to be signed in their respective names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

WITNESSES:

Sign Name: Cynthia Monteith
Print Name: Cynthia Monteith
Address: 13130 Lime Ave,
Grand Island, FL 32035

Sign Name: Patricia Painter
Print Name: PATRICIA PAINTER
Address: 942 LORA AVE
TAVARES, FL 32770

GRANTOR:

**THE SCHOOL BOARD OF LAKE
COUNTY, FLORIDA**

By: Tyler Brandeburg
Print Name: Tyler Brandeburg
As Its: Chair
Date: 4/28/25

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of April, 2024⁵, by Tyler Brandeburg, as Chairman of THE SCHOOL BOARD OF LAKE COUNTY, a political subdivision of the State of Florida, who is ☒ personally known to me or ☐ who produced the following identification:

Natalie A. Challenger
Notary Public Signature
Natalie A. Challenger
Notary Public Name

My Commission Number: HH 335950
My Expiration Date: March 27, 2027

(seal)



ATTEST:

[Signature]
Superintendent

Approved as to form and legality:

[Signature]
School Board Attorney

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

Sign Name: _____
Print Name: _____
Address: _____

Sign Name: _____
Print Name: _____
Address: _____

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, _____, of TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, a Florida Municipal corporation. He/She is personally known to me or has produced _____ as identification.

GRANTEE:

TOWN OF HOWEY-IN-THE-HILLS,
FLORIDA

By: _____
Print Name: _____
As Its: _____

Date: _____

By: _____
Notary Public, State of Florida at Large

Print Name: _____

Commission No.: _____

My Commission Expires: _____