

Return to: _____

EASEMENT USE AGREEMENT

This is entered into this ___ day of _____, 20___, by and between the City of St. Cloud, a municipal corporation existing under the laws of the State of Florida, hereinafter "City" and _____, whose address is _____, hereinafter referred to as "Grantee".

WITNESSETH

WHEREAS, pursuant to the final plat of _____, there has been established an public utility easement of record for use and benefit of the City;

WHEREAS, City is entitled to utilize said easement for free and unobstructed access to the easement area;

WHEREAS, Grantee desires to construct, or has caused to be constructed, movable structures on said easement; and

WHEREAS, City desires to permit the construction of said structures on said easement pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Grantee agree as follows:

Section 1. Use of Easement. The city does hereby grant to Grantee the nonexclusive right to construct a fence on the easement that is more particularly described and identified on Exhibit "A" hereto.

Section 2. Conditions of Use The right granted herein is expressly and specifically conditioned upon the following obligations of Grantee and Grantee's assigns, heirs and successors:

a. The only structure authorized herein shall be a fence and shall be constructed and installed at the expense of Grantee and in accordance with applicable laws and regulations (hereinafter referred to as the Structure).

b. The structure shall be constructed and installed so that it can be moved in the event that the City requires full and complete use of the easement. Any and all construction shall be in accordance with the laws of the state of Florida and the ordinances and regulations of the City. In addition, to any and all rights related to the permitting process, the City shall approve the design of the Structure to ensure compliance with the conditions set forth herein and with the intentions of this agreement.

c. At anytime, if it is determined by the City, that the structure needs to be moved to permit City full use of the easement, City shall, in the case of an emergency or immediate need to access the easement area, have the right to remove the Structure and Grantee or Grantee's assigns, heirs or successors, shall be responsible to City for the costs of said removal. In the event the need to remove Structure is not deemed to be immediate or an emergency by City, the City shall provide to Grantee thirty (30) days written notice of the need to remove the Structure. In the event that

Grantee fails to timely remove the Structure, then City, without further notice may remove the Structure and Grantee of Grantee's assigns, heirs or successors shall pay to City the costs of such removal. In either event, if City permits the reconstruction of the Structure, Grantee shall bear the full costs thereof.

d. At all times material hereto, and in any and all manner associated with this agreement or the use of the easement by City, Grantee agrees to hold harmless and indemnify the City from any and all damages, whether or not caused by the City, resulting from or related to the construction of the structure on the easement.

Section 3. Termination. This agreement shall remain in affect unless terminated in writing by City, by operation of law, or upon breach of the conditions by Grantee. In the event of said termination, Grantee shall be responsible to City for the cost of the removal of the structure and the restoration of the easement to its condition prior to the date of this agreement.

Section 4. Remedies, Venue, Attorney Fees. In the event that this agreement is breached, the City expressly reserves the right to pursue any and all available remedies at law, including injunctive relief. The parties agree that venue for any action arising out of this agreement shall be Osceola County, Florida and that in the event of litigation, either actual or threatened, the prevailing party shall be entitled to attorney fees and costs at all levels including appeals.

Section 5. Recording in Public Records. The parties agree and acknowledge that this agreement shall be recorded in the public records at the expense of Grantee and thereafter shall serve as notice on any and all assigns, heirs, transferees or successors of Grantee as to the obligations, rights and entitlements granted herein.

PROPERTY OWNER

Witness

Grantee

Witness Printed Name

Grantee Printed Name

Witness

Date: _____

Witness Printed Name

STATE OF _____

COUNTY OF _____

CITY OF ST. CLOUD

By: _____
Don Callaghan,
Engineering Department Date:

The foregoing instrument was acknowledged before me on this ____ day of _____ 20__ by _____ who personally known or to be or who has produced _____ as identification and who did not take oath.

ATTEST:

Witness

SEAL
Notary Public _____