

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
May 6, 2025

Agenda Item Number: O-2

Action Required:
Yes

Department:

Legal

Sponsor:

Nicholas W. Mulick, Esq.

Subject:

Amended Easement Agreement with The Archdiocese of Miami, Florida (Reso. 07-2025)

Summary:

The Board will consider the adoption of Resolution No. 07-2025 approving an Amended, Restated and Superseding Easement Agreement between KLWTD and The Archdiocese of Miami, Florida. The Agreement will expand the area of an existing easement on the St. Justin Martyr Catholic Church premises where Vacuum Station A is located. The additional area is necessary to accommodate upgrades to Vacuum Station A.

Reviewed / Approved

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact

\$ 43,500.00
Expense
Funding Source:
District
Budgeted:
No

Attachments

1. Proposed Amended, Restated and Superseding Easement Agreement by and between KLWTD and The Archdiocese of Miami, Florida
2. Existing Easement Agreement between KLWTD and The Archdiocese of Miami
3. Correspondence from counsel for The Archdiocese
4. Resolution 07-2025

Approved By: _____

General Manager

Date: _____

05/01/2025

This instrument prepared by:

Nicholas W. Mulick, Esq.

NICHOLAS W. MULICK, PA

91645 Overseas Highway

Tavernier, FL 33070

**AMENDED, RESTATED AND SUPERCEDING
EASEMENT AGREEMENT BY AND BETWEEN
KEY LARGO WASTEWATER TREATMENT DISTRICT
and
THE ARCHDIOCESE OF MIAMI, FLORIDA**

THIS AMENDED, RESTATED AND SUPERCEDING EASEMENT AGREEMENT (“Agreement”) is entered into this ____ day of May, 2025, by and between the **Key Largo Wastewater Treatment District** (“District”), whose address is 103355 Overseas Highway, Key Largo, Florida 33037, and **The Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami**, his successors in office, a corporation sole, on behalf of and with respect to the **St. Justin Martyr Catholic Church** (“Archdiocese”) whose address is 105500 Overseas Highway, Key Largo, Florida 33037.

WHEREAS, the Archdiocese is the owner of certain real property located on the island of Key Largo, Monroe County, Florida, and managed as the St. Justin Martyr Catholic Church (“Church”), located at 105500 Overseas Highway, Key Largo, and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Archdiocese’s Property”); and

WHEREAS, the District is an independent special district established under Chapter 2002-337, Florida Statutes, as amended, and is charged with the responsibility to construct, operate, and maintain wastewater management facilities within the District’s boundaries; and

WHEREAS, on May 15, 2007, the District and the Archdiocese entered into an Easement Agreement granting to the District the right to design, construct, operate and maintain wastewater management facilities on a portion of the Archdiocese’s Property (“Easement Area”) depicted on **Exhibit “B”** attached hereto and made a part hereof by reference; and

WHEREAS, said Easement Agreement is recorded in Book 2299, at Page 2444, of the Public Records of Monroe County, Florida; and

WHEREAS, the wastewater management facilities (“Improvements”) have been constructed and are maintained and operated by the District; and

WHEREAS, the District has determined that its operational needs require upgrading and expansion of the Improvements (“Upgraded Improvements”); and

WHEREAS, the District desires to expand the Easement Area to accommodate the upgraded Improvements; and

WHEREAS, the Archdiocese has agreed to expand the Easement Area as depicted on **Exhibit “C”** attached hereto and made a part hereof by reference (“Expanded Easement Area”); and

WHEREAS, the District understands and agrees that the Archdiocese is proceeding with this Agreement in material reliance on the District’s representations that the District’s Upgraded Improvements will be designed, constructed and operated in conformity with current industry standards and the District will exercise due diligence to ensure that the District’s Upgraded Improvements will not negatively impact or constitute a nuisance to the day-to-day operations and activities of the Church and its School, or the Church’s future improvement of the Archdiocese’s Property.

NOW THEREFORE, in consideration of the District’s acknowledgment and agreement that the previous waiver of wastewater assessments on the Archdiocese’s Property (as described in Article 14 below) shall remain in effect and inure to the benefit of future holders of title to the Archdiocese’s Property, the mutual covenants provided herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made a part of this Agreement as though fully set forth herein.

2. **Effective Date.** The effective date of this Agreement shall be on the date it is executed by the last of the parties hereto.

3. **Grant of Easement.** In consideration of the District’s permanent waiver of the Key Largo Wastewater Assessments (defined below) applicable to the Archdiocese’s Property, the Archdiocese hereby grants to the District a non-exclusive easement to construct, operate, maintain, repair, inspect, replace and use the Upgraded Improvements located within the Expanded Easement Area. The right to use the Expanded Easement Area is subject to the terms of this Agreement and such reasonable rules and regulations as the Archdiocese may deem appropriate from time to time with respect to the Upgraded Improvements and the Expanded Easement Area.

4. **Limited Access to Expanded Easement Area.** Ingress and egress to and from the Expanded Easement Area and Upgraded Improvements by the District, its contractors or other representatives, shall be through the public road entitled “Mockingbird Lane” only.

5. **Design and Construction of Upgraded Improvements.** The District shall design, construct and install the Upgraded Improvements, at its own expense, within the Expanded Easement Area. All mechanical components shall be enclosed within a structure so that they are not visible from outside of the structure. The District shall design the Upgraded Improvements to be compatible with the nature of the Church, including exterior finishes to blend with the Church's facilities and include a landscaped buffer wall. The District's Upgraded Improvements shall also be designed to preclude excessive noise and noxious odors in conformity with current industry standards. The District's layout for the Upgraded Improvements shall also be designed to direct machinery and/or equipment emitting any noise away from the Church's future improvements.

The District shall submit all design documents, applications, plans and specifications (including elevations) and other documentation, including any subsequent modifications, for the Upgraded Improvements to the Archdiocese (collectively, "Plans") for its review and written approval prior to processing the documentation with a third party or any applicable governmental entities and prior to construction. The Archdiocese shall provide comments on proposed Plans and any proposed modifications thereof within forty-five (45) days after the Archdiocese's receipt of such documentation. Such comments will be limited to issues relative to the degree to which the Upgraded Improvements blend with the Church's facilities. The parties shall use their best efforts to timely resolve any issues regarding the Plans. The District shall provide the Archdiocese with at least ten (10) days' prior written notification of all governmental hearings and/or meetings pertaining to any permitting process. The District shall pay all application fees and other costs pertaining to any permitting process.

The District shall comply with all applicable federal, state and local laws ("Laws") in designing, installing, constructing, and maintaining the Upgraded Improvements and carrying out the terms of this Agreement. The District shall be required, at its own expense, to obtain all required documentation for construction, approval and acceptance of the Upgraded Improvements by the applicable governmental departments and agencies exercising jurisdiction over same.

Upon completion of the Upgraded Improvements, the District shall be required to obtain and provide to the Archdiocese a full Release of Lien from each of its contractors and representatives. The District agrees to use its best efforts to minimize disruption to the Archdiocese's Property during the construction of the Upgraded Improvements.

6. **Construction Utilities and Related Services.** The District shall provide and pay for all utilities and any other related services necessary for the construction, installation, and completion of the Upgraded Improvements. The District acknowledges and agrees that the Archdiocese shall not be required to furnish any of these types of services to the District during the term of this Agreement.

7. **The Archdiocese's Fee Simple Interest Not Subject to Construction Liens.**

The District agrees that it will promptly pay in full of all sums necessary to pay for costs of the Improvements and work done by the District in or to the Expanded Easement Area and further agrees to indemnify and save harmless the Archdiocese from and against any and all such costs and liabilities and against any and all mechanics', materialmen's, laborers' or other statutory or common law liens arising out of or from such work, or the cost thereof, which may be asserted, claimed or charged against all or any part of the Expanded Easement Area. In no event shall the Archdiocese, or the fee simple interest of the Archdiocese in the Expanded Easement Area or the Archdiocese's Property be liable for or subjected to any mechanics', materialmen's, laborers', or other statutory or common law liens for the Upgraded Improvements or work made or done by, or at the instance of, the District, and this Agreement expressly prohibits the subjecting of the fee simple interest of the Archdiocese in the Expanded Easement Area or the Archdiocese's Property to any mechanics', materialmen's, laborers', or other statutory or common law liens for any improvements made by or at the instance of the District, and all persons dealing with, or contracting with, the District are hereby put on notice of these provisions.

8. **Contractor Insurance.** The District shall require all contractors that it engages to construct, maintain or operate the Upgraded Improvements within the Expanded Easement Area procure insurance in accordance with the District's standard practice to cover the District's and its contractors' use, operation, construction and other activities on the Archdiocese's Property. The Church and The Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, and their respective officers, employees, agents, and representatives, shall be added as additional insureds. Each policy of insurance must contain a provision that the policy shall not be canceled or modified without providing at least thirty (30) days' prior written notice of cancellation to the Archdiocese pursuant to the notice provision herein. The District shall provide the requisite Certificates of Insurance to the Archdiocese prior to commencing any work on the Expanded Easement Area.

9. **Contractor Restrictions.** The District shall require all contractors that it engages, whether by employment, independent contractor, volunteer, invitation, or any other status, who have access to the Expanded Easement Area by virtue of this Agreement, to meet the minimum level 2 screening requirements of Section 1012.465, Florida Statutes, and the District shall ensure that contractors perform all necessary background investigations to ensure such compliance. If, at any time, the Archdiocese is not satisfied that this requirement has been met for any person affiliated with the District's contractors, the Archdiocese may request that the District's contractors or any person affiliated with them be prohibited from accessing the Expanded Easement Area, and the District's contractors shall immediately vacate the Expanded Easement Area or prohibit such person identified by the Archdiocese from accessing the Expanded Easement Area as the Archdiocese may direct. It is expressly understood and agreed that the District shall be strictly liable for any injury, loss and/or damage to any person, and shall indemnify and hold the Archdiocese harmless from any claims resulting from contractors' failure to comply with the requirements stated herein.

10. **Operation, Maintenance, and Repair of Expanded Easement Area and Upgraded Improvements.** The District shall be solely responsible for the operation, maintenance, repair and security of the Upgraded Improvements and Expanded Easement Area in accordance with all applicable Laws. The District shall, at its own expense, operate and maintain the Expanded Easement Area and Upgraded Improvements thereon in good order and repair, and in clean condition. The District shall provide and pay for when due, all costs incurred with respect to the District's Upgraded Improvements, including but not limited to operating, equipping, protecting, and lighting the Expanded Easement Area.

The District shall exercise due diligence to ensure that Upgraded Improvements and Expanded Easement Area are operated in such a manner as to preclude nuisances, significant disturbances and significant disruptions to the Church, its School and the Church's future development. The District shall install standard of the industry noise and odor control equipment within the Upgraded Improvements to preclude excess noise and noxious odors within, on, or surrounding the Expanded Easement Area. Notwithstanding the foregoing, the parties acknowledge and agree that the Upgraded Improvements include a standby diesel emergency generator, which, although fitted with noise attenuating devices, will generate noise during operation.

The District will promptly respond to all incidents or upsets occurring on, in, or with respect to the Upgraded Improvements, and shall promptly, at its own expense, contain, clean up, and remediate any release of sewage, fuel, or other substances that may occur in accordance with all applicable Laws and according to the terms outlined in Section 20 of this Agreement.

11. **Ownership of Upgraded Improvements.** The District shall be the sole owner of the Upgraded Improvements constructed within the Expanded Easement Area. If this Agreement is terminated or the Expanded Easement Area reverts to the Archdiocese on the terms provided herein, the District shall be responsible for timely removing the Upgraded Improvements from the Expanded Easement Area and restoring the Expanded Easement Area to its original condition, ordinary wear and tear excepted.

12. **Ongoing Utilities and Related Services.** The District shall provide and pay for all utilities and related services necessary to operate and maintain the Upgraded Improvements. The District acknowledges and agrees that the Archdiocese shall not be required to furnish any of these types of services to the District.

13. **Security for Upgraded Improvements.** The District shall be solely responsible for operating and maintaining the Upgraded Improvements in a safe and secure manner at all times in accordance with industry standards.

14. **Permanent Waiver of Wastewater Assessments.** The District shall:

A. The District has permanently waived all current Key Largo Wastewater Treatment District assessments applicable to the Archdiocese's Property as set forth in Resolution No. 28-08-06 (the "Resolution"). The total amount of these assessments is One Hundred, Sixty-Seven Thousand, Seven Hundred, Seventy-Eight Dollars 00/100 (\$167,778.00)

as outlined and based upon the Resolution. The Key Largo Wastewater assessment is a one-time assessment payable over twenty (20) years. Notwithstanding the foregoing, in the event of a breach of this Agreement by the Archdiocese, in addition to any and all other remedies available to the District, the District may reinstate the assessment described herein.

B. The District has permanently waived all future wastewater assessments against all of the Archdiocese's Property for the first one hundred (100) dwelling units constructed on the Archdiocese's Property. This waiver of wastewater assessments on the Archdiocese's Property runs with the land and shall remain in effect and inure to the benefit of future holders of title to the Archdiocese's Property. The actual amount of the assessments to be waived is not known because the formula for calculating the one-time assessment is subject to change and must be evaluated at the time of imposition. However, by way of example, if the Archdiocese's Property had been assessed for a 100-dwelling-unit development, according to the formula in the District's 2006 Final Assessment Resolution, the amount of the assessment would have been Two Hundred, Eighty-Four Thousand, One Hundred Fifty Dollars 00/100 (\$284,150.00). Notwithstanding the foregoing, in the event of a breach of this Agreement by the Archdiocese, in addition to any and all other remedies available to the District, the District may reinstate the assessment described herein.

C. The District is not obligated, under the terms of this Agreement, to waive any assessments against any of the Archdiocese's Property beyond the District's express obligations as provided in this provision.

The wastewater assessments set forth in (A) and (B) above shall be collectively referred to herein as "Assessments."

The District's waiver of the Assessments described above has been evidenced by Resolution.

15. **District's Representations and Warranties.** The District represents and warrants that:

A. The District believes that the Archdiocese is not automatically exempt from the Assessments by virtue of being a non-profit organization;

B. The District has the authority to waive the Assessments against the Archdiocese's Property on the terms provided herein;

C. The District has the authority to enter into this Agreement which shall not constitute a violation of any Agreements or Laws applicable to the District;

D. To the best of the District's knowledge, based upon experience with other similar wastewater management facilities, the District's operation of the Upgraded Improvements within the Expanded Easement Area shall not create a nuisance, significant disruption, or significant disturbance to the Church, its School or the Church's proposed development of the Archdiocese's Property.

16. **Archdiocese's Representations and Warranties.** The Archdiocese represents and warrants that:

A. The Archdiocese is a corporation sole duly recognized under the laws of the State of Florida with the capacity to sue and be sued in the courts of the State of Florida.

B. The person executing this Agreement possesses the authority to enter into this Agreement and to bind the Archdiocese to its terms.

C. The Expanded Easement Area is free of any contamination or Adverse Environmental Condition. Adverse Environmental Condition means any contamination condition exceeding allowed regulatory limits and not otherwise permanently authorized by permit or law resulting from any discharge, release, spillage, disposal, production, storage, treatment or other activities of any wastes, pollutants, contaminants, hazardous materials or other materials or substances subject to Laws relating to the protection of the environment (collectively, "Hazardous Materials"), including but not limited to, the Clean Air and Water Acts, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Safe Drinking Water Act, the Hazardous and Solid Waste Amendment Act, as well as similar federal, state and/or local laws governing the same, similar, or related matters (collectively, "Environmental Laws").

D. The Archdiocese has good title to the Expanded Easement Area, free and clear of any recorded or unrecorded liens or encumbrances, and the right of the Archdiocese to enter into this Agreement is not subject to the approval of any other person.

E. The Expanded Easement Area is not subject to any pending claims, liens, or judgments, whether recorded or not, and is not the subject of any current or threatened litigation.

F. The Expanded Easement Area is not subject to any other easements, restrictions, covenants, servitudes, or other recorded or unrecorded restrictions that would limit, preclude, or otherwise be inconsistent with the rights of the District under this Agreement.

17. **Obligations of the Archdiocese.** The Archdiocese shall:

A. Furnish and maintain the Expanded Easement Area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with the District's safe or proper installation, operation, maintenance, inspection, or removal of the District's Upgraded Improvements in the Expanded Easement Area. The Archdiocese shall have the right to make any other use of the Expanded Easement Area that does not interfere with the District's rights.

B. Remove or pay for the removal of any obstruction to the safe or proper operation, maintenance, inspection, or removal of the District's Upgraded Improvements in the Expanded Easement Area.

C. Refrain from taking or permitting any actions inconsistent with the obligations of the Archdiocese as provided for in this Agreement.

D. Bear the cost of any relocation or modification of said facilities when the change is necessitated by Archdiocese's requirements.

18. **Insurance Cost Reimbursement.** The District shall reimburse to the Archdiocese such incremental increases in amounts of insurance as are required to insure the Expanded Easement Area under this Agreement against such hazards, contingencies, risks and perils as the Archdiocese reasonably determines are necessary as a result of this Agreement, including costs associated with the Aboveground Diesel Fuel Storage Tank. The Archdiocese shall invoice the District upon receipt of such invoices and shall apply the same for policies of insurance covering the Expanded Easement Area, with losses hereunder payable solely to the Archdiocese. All invoices shall be due and payable within thirty (30) days of receipt thereof.

19. **Indemnification.** Subject to the limitations on the waiver of sovereign immunity set forth in Florida Statutes Section 768.28 (2006), if and to the extent applicable, the District agrees to indemnify, defend and hold harmless, the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively, "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), arising from or connected in any way with: (a) the construction, operation, maintenance, repair or use of the Expanded Easement Area or the Upgraded Improvements thereon by the District, its directors, officers, employees, agents, contractors, invitees, licensees, or other representatives; (b) the District's breach of the Agreement's terms; (c) the condition of the Expanded Easement Area, the Upgraded Improvements, or any work performed on the Expanded Easement Area or the Upgraded Improvements on the District's behalf; (d) the District's activities with respect to the Expanded Easement Area or the Upgraded Improvements thereon; or (e) any act, omission, or negligence of the District, its directors, officers, employees, agents, contractors, licensees, invitees or other representatives; (f) materialmen's, mechanics', laborers' or other statutory or common law liens arising from construction or other work or materials provided on the District's behalf within the Expanded Easement Area. The provisions of this paragraph shall survive termination or expiration of this Agreement.

20. **Environmental Matters/Environmental Indemnification.**

A. **Compliance with Environmental Laws.** The District shall comply with all Laws, including but not limited to Environmental Laws (defined below) pertaining to the health, safety, and welfare of the environment during its construction, operation, maintenance, repair and/or use of the Expanded Easement Area or the Upgraded Improvements thereon. The District shall not store, use, or dispose of any Hazardous Materials (defined below) within, on or surrounding the Expanded Easement Area or within the Upgraded Improvements, except for the diesel fuel located within the Aboveground Storage Tank ("Aboveground Storage Tank").

The District shall be responsible for timely preparing and filing all documentation and records required by applicable Environmental Laws and government authorities for the use, operation and maintenance of the Aboveground Storage Tank on the Expanded Easement Area. The District shall make all such records available for review by the Archdiocese at any reasonable time. The District shall also provide copies of such records to the Archdiocese upon request.

B. **Adverse Environmental Condition.** The District shall notify the Archdiocese of any Adverse Environmental Condition that occurs or may occur with respect to the Expanded Easement Area, the Upgraded Improvements located thereon and the surrounding areas. Adverse Environmental Condition means any contamination condition exceeding allowed regulatory limits and not otherwise permanently authorized by permit or law resulting from any discharge, release, spillage, disposal, production, storage, treatment or other activities of any wastes, pollutants, contaminants, hazardous materials or other materials or substances subject to Laws relating to the protection of the environment, including but not limited to, the Clean Air and Water Acts, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Safe Drinking Water Act, the Hazardous and Solid Waste Amendment Act, as well as similar Laws governing the same, similar, or related matters.

C. **Containment, Remediation/Clean Up.** The District shall, at its own expense, timely perform any and all containment, remedial action, clean-up, or other activities required by applicable Environmental Laws or required, ordered, recommended or requested by any governmental authorities and/or the Archdiocese to prevent or minimize injury or liability to any person and/or to contain, remediate and/or clean up the Adverse Environmental Condition(s) that occurs on, within or surrounding the Expanded Easement Area and Upgraded Improvements thereon in accordance with all applicable Laws, including but not limited to, Environmental Laws, and in accordance with the Archdiocese's requirements.

The District shall be solely responsible for responding to and fully complying with any administrative notice, order, request, or any third-party claim or demand (collectively, "Notices") relating to a potential or actual Adverse Environmental Condition. The District shall promptly provide the Archdiocese with copies of any such Notices received by the District. The District shall also provide the Archdiocese with copies of all documentation prepared by the District in response to such Notices prior to filing same.

D. **Environmental Indemnification.** Subject to the limitations on the waiver of sovereign immunity set forth in Florida Statutes, § 768.28 (2024), if and to the extent applicable, the District shall indemnify the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively, "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), associated with all Adverse Environmental Conditions on, within, surrounding, or from the Expanded Easement Area and Upgraded Improvements thereon including, but not limited to, those arising out of or relating to any discharge, release, spillage, disposal, production, storage, treatment or any activities in, on, surrounding, or from the Expanded Easement Area of

materials or substances that are subject to regulation under applicable Laws, including but not limited to, Environmental Laws, now existing or hereinafter executed. The District hereby releases the Archdiocese from all claims of contribution under applicable Laws, including but not limited to Environmental Laws.

The Environmental Matters/Environmental Indemnification provisions set forth above shall survive expiration of this Agreement.

21. **No Liability.** Except as expressly provided in this Agreement, the Archdiocese shall have no liability or obligations with respect to the Expanded Easement Area or Upgraded Improvements thereon. All persons entering on the Expanded Easement Area shall enter at their own risk. The Archdiocese shall have no liability to any person or entity whatsoever with respect to any act, event, occurrence, conduct or criminal offense occurring on or about the Expanded Easement Area or in connection with the use of the Expanded Easement Area and/or Upgraded Improvements, including such acts, events, occurrences, conduct or criminal offenses which may result in personal or bodily injury or property damage to others or which may constitute a nuisance.

22. **Reservations.** The Archdiocese reserves, for itself and its successors and assigns, all rights and ownership in and to the Expanded Easement Area which are not inconsistent with the Easement granted in this Agreement, including, without limitation, the right to cross and use, and grant to others the right to cross and use, the sub-surface of, the surface of, and the air space over the Expanded Easement Area and for the installation and maintenance of utilities and drainage over, under and adjacent to the Expanded Easement Area in a manner that does not materially affect the District's intended use of the Expanded Easement Area. The parties acknowledge and agree that the District may be required to provide fencing or other barriers as required under applicable Florida Department of Environmental Protection regulations.

23. **Reversion Rights.** The Easement rights provided herein to the District are available only until such time as the Upgraded Improvements made on, under, or across the Expanded Easement Area are permanently abandoned, at which time the title and interest of the District shall revert to and shall vest in the owner of the underlying fee interest which is currently the Archdiocese.

24. **Title: Runs With the Land.** This Agreement shall be subject to all encumbrances, reservations, agreements, conditions, limitations, easements, restrictions and/or other matters of record impacting the Expanded Easement Area ("Title") and all zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Expanded Easement Area.

25. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Expanded Easement Area, or under this Agreement.

26. **No Liens or Encumbrances.** The District shall keep the Expanded Easement Area and all Upgraded Improvements thereon free from any liens, claims, encumbrances, or charges in connection with the District's Upgraded Improvements. The District shall indemnify and hold the Archdiocese harmless against any such liens, claims, encumbrances or charges. Notwithstanding the above provisions, if any notice, claim, lien, encumbrance or charge shall be asserted or recorded against the fee simple interest of the Archdiocese in the Expanded Easement Area, the District shall have such notice or claim of lien canceled, discharged, released or transferred to other security in accordance with applicable Florida Statutes within ten (10) days after notice to the District by the Archdiocese. If the District fails to comply with this provision, the Archdiocese, at its sole option, shall have the right to cancel or discharge the same and upon the Archdiocese's demand, the District shall promptly reimburse the Archdiocese for all reasonable costs incurred in canceling or discharging such liens.

27. **Compliance with Laws and Rules.** The District shall comply with all applicable Laws in carrying out the terms of this Agreement. The District shall, at its expense, secure and keep in effect, all permits or approvals required by applicable governmental authorities in connection with the District's activities under this Agreement. The District shall exercise due diligence to cause all persons using the Expanded Easement Area and/or Upgraded Improvements thereon, to observe all applicable Laws. The District shall not allow the Expanded Easement Area and/or Upgraded Improvements to be obstructed or encumbered in any manner, or used, operated or maintained in any manner inconsistent with the District's obligations as stated in this Agreement.

28. **Remedies for Breach.** The Archdiocese and the District shall each have the right to enforce the terms of this Agreement, and the rights and obligations created herein by all remedies provided for under the laws of the State of Florida, including the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either party hereto to pursue legal action in order to enforce the terms hereof, the prevailing party in such legal action shall be entitled to receive reasonable attorneys' fees (including paralegals' fees) and costs whether suit be brought or not, and if suit is brought, then at all pretrial, trial and appellate levels.

29. **Dispute Resolution.** The parties recognize that the operation of wastewater management facilities is a complex process involving uncertainties that cannot be adequately identified or resolved as of the Effective Date of this Agreement. The parties therefore agree to cooperate in good faith to resolve any disagreements concerning the implementation of this Agreement.

30. **Notices.** Any notice or other communication to be given under this Agreement shall be in writing and shall either be (a) hand-delivered with evidence of delivery, (b) sent by overnight mail service, (c) or sent by USPS certified mail/return receipt requested, to the Archdiocese and the District at the following addresses:

To the Archdiocese: Archdiocese of Miami – St. Justin Martyr Catholic Church
105500 Overseas Hwy
Key Largo, FL 33037
Attn: Fr. Stephen Hilley

With a copy to: Archdiocese of Miami
Department of Building and Construction
9401 Biscayne Blvd
Miami Shores, FL 33138-2970

J. Patrick Fitzgerald, Esq.
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, Ste 3-B
Coral Gables, FL 33134

To the District: District Clerk
Key Largo Wastewater Treatment District
103355 Overseas Hwy (PO Box 491)
Key Largo, FL 33037

With a copy to: Chairman
Key Largo Wastewater Treatment District
103355 Overseas Hwy (PO Box 491)
Key Largo, FL 33037

Nicholas W. Mulick, Esq.
Nicholas W. Mulick, P.A.
91645 Overseas Hwy
Tavernier, FL 33070

31. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be in Monroe County, Florida.

32. **Amendments or Modifications.** Any amendments or modifications to the terms, covenants or conditions of this Agreement must be in writing and executed by all Parties hereto.

33. **Assignment.** This Agreement shall not be assigned or assignable by the Archdiocese or the District.

34. **Severability.** Each section, subsection, and lesser section of this Agreement constitute a separate and distinct undertaking, covenant, and/or provision. In the event that any provision of this Agreement shall finally be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

35. **Binding on Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

36. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which constitutes the Agreement of the parties and each of which shall be treated as an original.

IN WITNESS WHEREOF, the Archdiocese and the District have entered into this Agreement as of the date and year shown above.

Witnessed by:

Print Name: _____

THE MOST REVEREND THOMAS G.
WENSKI, ARCHBISHOP OF THE
ARCHDIOCESE OF MIAMI, his
successors in office, a corporation sole

Print Name: _____

“The Archdiocese”

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of May, 2025, by THE MOST REVEREND THOMAS G. WENSKI, ARCHBISHOP OF THE ARCHDIOCESE OF MIAMI, his successors in office, a corporation sole. He is ☐ personally known to me or ☐ produced identification.

Signature of Notary Public

Print Name: _____

My Commission Expires: _____

Witnessed by:

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____

Print Name: _____

Name: Nicolas Rodriguez

Title: Chairman of the Board of Directors

Print Name: _____

“District”

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of May, 2025, by Nicolas Rodriguez as Chairman of the Board of Directors of Key Largo Wastewater Treatment District, an independent special district established under Chapter 2002-337, Florida Statutes, as amended.

He is ☒ personally known to me or ☐ produced identification.

Signature of Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

**ARCHDIOCESE'S PROPERTY WITHIN WHICH THE ORIGINAL
EASEMENT AREA AND EXPANDED EASEMENT AREA ARE CONTAINED**

PARCEL A, improved with a church

RE Number: 00084230-000000

AK Number: 1092886

2006 Assessment Amount: \$ 132,998.00

Parcel Size: 18.9 acres, more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

1 61 39 A61901-10 ISLAND OF KEY LARGO PT LOT 19 & ALL LOT 20 PB
1-68 OR321-481-482

PARCEL B, vacant

RE Number: 00084220-000000

AK Number: 1092878

2006 Assessment Amount: \$4,970

Parcel Size: 0.75 acres, more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

1-61-39 ISLAND OF KEY LARGO PT LOT 19 OR230-43-44 CASE#81-182-
CP-12 OR950-1564/66P/R OR950-1567/68Q/C OR1393-328/30(CW) OR1609-
2493(CW) OR1614-714/15C(CW)

PARCEL C, vacant

RE Number: 532701.043700

AK Number: 1656241

2006 Assessment Amount: \$4,970

Parcel Size: 3,150 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

SEXTON COVE ESTATES - RESUBDIVISION KEY LARGO PB6- 30
TRACT B OR866-1016C OR1573-153/AFF(JMH)

PARCEL D, vacant

RE Number: 532701.042800

AK Number: 1656151

2006 Assessment Amount: \$4,970

Parcel Size: 18,125 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 9 SEXTON COVE ESTATES RESUBDIVISION PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL E, vacant

RE Number: 532701.042700

AK Number: 1656143

2006 Assessment Amount: \$4,970

Parcel Size: 18,312 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 8 SEXTON COVE ESTATES RESUBDIVISION PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL F, vacant

RE Number: 532701.042900

AK Number: 1656160

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 10 SEXTON COVE ESTATES RESUBDIVISION KEY PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL G

RE Number: 532701.043000

AK Number: 1656178

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 11 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO
PB6-30 OR560-1026 OR610-727 OR1158-1914(VC) OR1380-2381(JB)
OR1609-2495(CMS)

PARCEL H

RE Number: 532701.042600

AK Number: 1656135

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

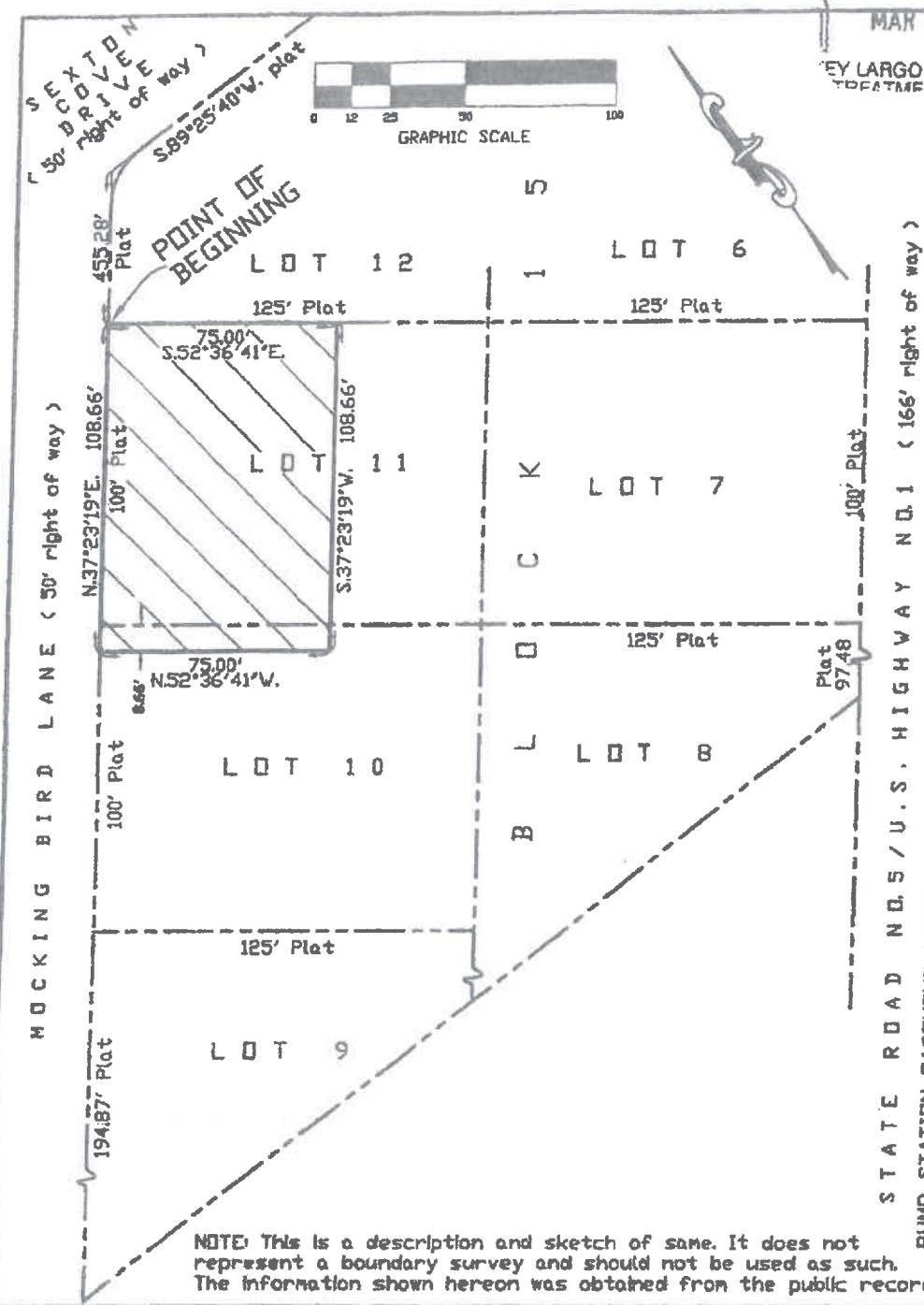
Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 7 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO PB6-
30 KEY LARGO OR560-1026 OR610-727 OR1158-1914(VC) OR1380-
2381(JB) OR1609-2495(CMS)

EXHIBIT "B"
ORIGINAL EASEMENT AREA

DECEIVE
MAR 13 2007



KEY LARGO WASTEWATER TREATMENT DISTRICT

STATE ROAD N.D.5 / U.S. HIGHWAY N.D.1 (166' right of way)
PUMP STATION EASEMENT DESCRIPTION:

A portion of Lots 10 and 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: Begin at the most northerly corner of said Lot 11, thence run S.52°36'41"E. (plat bearing) along the northeasterly line of said Lot 11, a distance of 75.00 feet; thence run S.37°23'19"W. and parallel with the northeasterly line of said Lot 11, a distance of 108.66 feet; thence run N.52°36'41"W. and parallel with the northeasterly line of said Lot 10, a distance of 75.00 feet to a point on the northeasterly line of said Lot 10; thence run N.37°23'19"E. along the northeasterly line of said Lots 10 and 11, a distance of 108.66 feet to the Point of Beginning. Contains 8,149.5 square feet more or less.

NOTE: This is a description and sketch of same. It does not represent a boundary survey and should not be used as such. The information shown hereon was obtained from the public record.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0066 / Fax: (305)853-0233	
		85688 Overseas Highway / P.O. Box 619, Tavernier, FL 33070	
Client: KLWTD	SKETCH OF DESCRIPTION	Florida Certificate of Authorization No. LB 6956	
Section 1	Township 81 South, Range 39 East	I hereby certify that the survey herein was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 81617 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S.	
Key Largo	Monroe County, Florida	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
Drafted: 3-08-07	Fieldbook No. N/A	Ronald W. Lucas, P.L.S. # 4185	
Drawing No. 0111A	Drawn By: RWL	Scale: 1" = 50'	

EXHIBIT
B
103

EXHIBIT “C”
EXPANDED EASEMENT AREA

DESCRIPTION AND SKETCH

SECTION 1, TOWNSHIP 61 SOUTH, RANGE 39 EAST

LEGAL DESCRIPTION -

(AS NEWLY WRITTEN BY THE UNDERSIGNED)

KEY LARGO VACUUM STATION A

A portion of Lots 10 and 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

BEGINNING at the most Northerly corner of Lot 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, Page 30 of the Public Records of Monroe County, Florida, thence run S52°36'41"E (plat bearing) along the Northeasterly line of said Lot 11, a distance of 75.00 feet; thence run S37°23'19"W and parallel with the Northwesterly line of Lots 11 and 10, a distance of 133.66 feet; thence run N52°36'41"W and parallel with the Northeasterly line of Lot 11, a distance of 75.00 feet to a point on the Northwesterly line of Lot 10; thence run N37°23'19"E along the Northwesterly line of Lots 10 and 11, a distance of 133.66 feet to the Point of Beginning.

Containing 10,025 square feet, more or less.

ABBREVIATIONS:

(D) = PER DEED
FIR = FOUND IRON ROD
ORB = OFFICIAL RECORDS BOOK
(P) = PER PLAT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PG = PLAT BOOK
PG = PAGE
R/W = RIGHT OF WAY
SIR = SET 1/2" IRON ROD & CAP STAMPED "LB7846"
SQ FT = SQUARE FEET

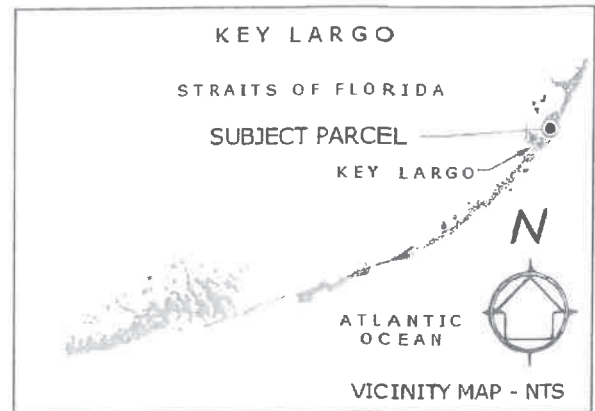
CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

Robert
Reece

Digitally signed by
Robert Reece
Date: 2023 05 15
10:28:40 -04'00'

ROBERT E. REECE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5632



SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (5J-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown hereon are based on Northeasterly line of Lot 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, Page 30 of the Public Records of Monroe County, Florida, said line bears S52°36'41"W

EXHIBIT

tabbles

REVISIONS:

SCALE:
N/A

PROJECT NO:
23051002

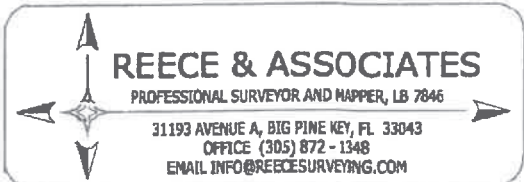
SHEET NO:
1 OF 2

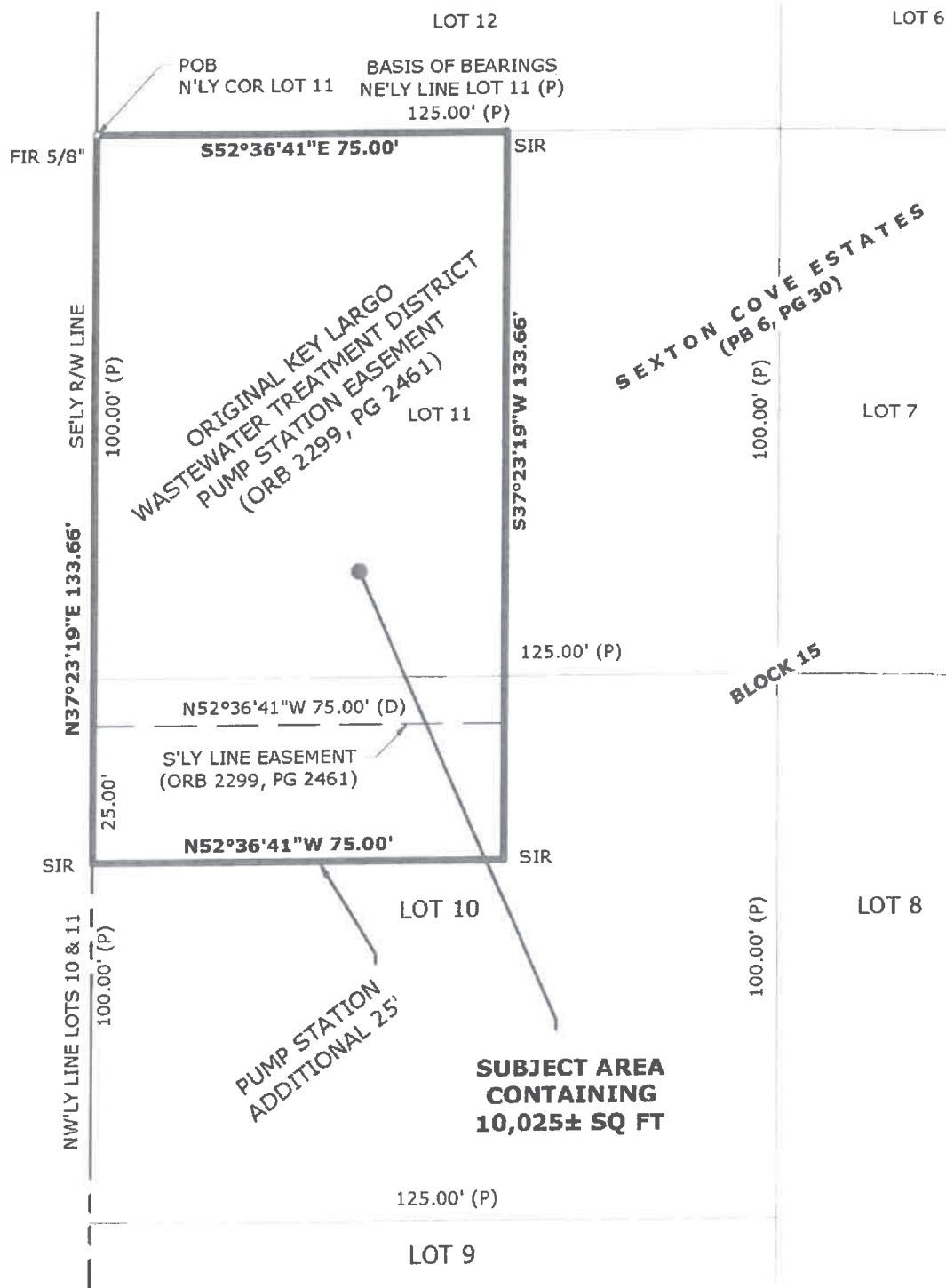
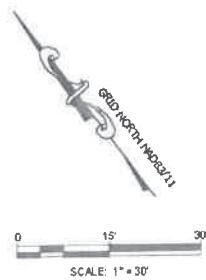
DATE:
5/12/2023

OFFICE:
CAD: CADAMS
CHECKED: KMB

NOT WHOLE OR
COMPLETE WITHOUT
ALL SHEETS ATTACHED

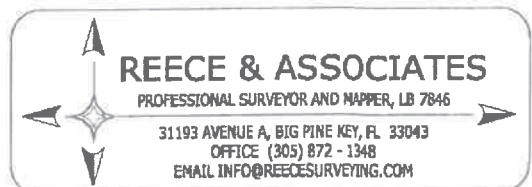
DESCRIPTION AND SKETCH
KEY LARGO VACUUM STATION A
KEY LARGO, MONROE COUNTY, FLORIDA





THIS IS NOT A BOUNDARY SURVEY

REVISIONS: 			
SCALE: 1" = 30'		PROJECT NO: 23051002	SHEET NO: 2 OF 2
DATE: 5/12/2023		OFFICE: CAD: CADaMS CHECKED: KMB	DESCRIPTION AND SKETCH KEY LARGO VACUUM STATION A KEY LARGO, MONROE COUNTY, LOUISIANA



Prepared by and return to:

Suzanne A. Dockerty
Attorney at Law
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, Suite 3-B
Coral Gables, FL 33134

Doc# 1646864
Bk# 2299 Pg# 2444

**EASEMENT AGREEMENT BY AND BETWEEN
KEY LARGO WASTEWATER TREATMENT DISTRICT
and**

THE ARCHDIOCESE OF MIAMI, FLORIDA

THIS EASEMENT AGREEMENT ("Easement Agreement") is entered into this 15th day of May, 2007, by and between the Key Largo Wastewater Treatment District (the "District"), whose address is 98880 Overseas Highway, Key Largo, Florida 33037 and The Most Reverend John C. Favalora, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, on behalf of and with respect to St. Justin Martyr ("the Archdiocese") whose address is 105500 Overseas Highway, Key Largo, Florida 33037.

WHEREAS, the Archdiocese is the owner of certain real property located on the island of Key Largo, Monroe County, Florida, and managed as St. Justin Martyr Church ("Church"), located at 105500 Overseas Highway, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Archdiocese's Property") and

WHEREAS, the Key Largo Wastewater Treatment District (District) is an independent special district established under Chapter 2002-337, Florida Statutes, as amended, and is charged with the responsibility to construct, operate, and maintain wastewater management facilities within the district boundaries; and

WHEREAS, the District is in the process of constructing wastewater management facilities in the vicinity of the Church; and

WHEREAS, the District desires to design, construct, operate and maintain the wastewater management facilities depicted on Exhibit "B" (the "Improvements") on certain portions of the Archdiocese's Property specifically depicted on Exhibits "C" and "C-1" attached hereto and incorporated herein by reference ("Easement Area"), located on Parcels F, G, and H, as listed in Exhibit "A." In addition, the District desires to use a temporary construction area as depicted on Exhibit "D" attached hereto and incorporated by reference ("Construction Easement Area") located on parcels D and F, as listed in Exhibit "A"; and

WHEREAS, the Archdiocese has agreed to allow the District to design, construct, operate and maintain the Improvements on the Easement Area subject to the terms of this Easement Agreement; and

WHEREAS, the District understands and agrees that the Archdiocese is proceeding with this Easement Agreement in material reliance on the District's representations that the District's Improvements will be designed, constructed, and operated in conformity with current industry standards and the District will exercise due diligence to ensure that the District's Improvements will not negatively impact or constitute a nuisance to the day-to-day operations and activities of the Church and its School or the Church's planned development which may include affordable residential housing.

NOW THEREFORE, in consideration of the District's waiver of Wastewater Assessments on the Archdiocese's Property, the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made a part of this Easement as if fully set forth herein.
2. **Effective Date.** The effective date of this Agreement shall be on the date it is executed by the last of the parties hereto.
3. **Description of District Wastewater Management Facilities Project.** The District is planning to install a force main along US-1 from the District's Wastewater Treatment Plant up to Mile Marker 106. Vacuum stations are required to collect wastewater from subdivisions along US-1 and to pump the effluent into the force main. One of the locations designated by the District for a vacuum station is within the Easement Area. The sole purpose of the vacuum station is to collect wastewater from the Church and surrounding neighborhoods and to pump the wastewater into the force main that will transmit the wastewater to the central treatment plant at the Key Largo 100.5 Mile Marker. The District's Improvements shall not be used to treat wastewater or to transmit any chemicals.
4. **Grant of Easements.** In consideration of District's permanent waiver of the Key Largo Wastewater Assessments (defined below) applicable to the Archdiocese's Property, the Archdiocese hereby grants to the District a non-exclusive easement to construct, operate, maintain, repair, inspect, replace and use the Improvements located within the Easement Area. The right to use the Easement Area is subject to the terms of this Agreement and such reasonable rules and regulations as the Archdiocese may deem appropriate from time to time with respect to the Improvements and the Easement Area.
5. **Limited Access to Easement Area.** The District's and its contractors' or other representative's ingress and egress to and from the Easement Area and the Improvements shall be through the public road entitled "Mockingbird Lane" only.
6. **Design and Construction of Improvements.** The District shall design, construct and install the Improvements, at its own expense, within the Easement Area. All of the mechanical components of the Improvements shall be enclosed within a structure so that the mechanical components are not visible from outside the structure. The District shall design the Improvements to be compatible with the nature of the Church, including exterior finishes to blend with Church facilities. The District's Improvements shall also be designed to preclude excessive noise and noxious odors in conformity with current industry standards. The District's layout for the Improvements shall also be designed to direct machinery and/or equipment emitting any noise away from the Church's proposed affordable housing development.

The District shall submit all design documents, applications, plans and specifications (including elevations) and other documentation, including any subsequent modifications, for the Improvements to the Archdiocese (collectively the "Plans") for its review and written approval prior to processing the documentation with a third party or any applicable governmental entities and prior to construction. The Archdiocese shall provide comments on proposed Plans and any proposed modifications thereof within forty-five (45) days after the Archdiocese's receipt of such documentation. Such comments will be limited to issues relative to the degree to which the Improvements blend with other Church facilities. The parties shall use best efforts to timely resolve any issues regarding the Plans. The District shall provide the Archdiocese with at least ten (10) days' prior written notification of all governmental hearings and/or meetings pertaining to any permitting process. The District shall pay all application fees and other costs pertaining to any permitting process.

The District shall comply with all applicable federal, state and local laws (hereinafter referred to as "Laws") in designing, installing, constructing, and maintaining the Improvements and carrying out the terms of this Agreement. The District shall be required at its own expense, to obtain all required documentation, including but not limited to permits/certificates of occupancy, required for construction, approval and acceptance of the Improvements by the applicable governmental departments and agencies exercising jurisdiction over same.

Upon completion of the Improvements, the District shall be required to obtain and provide to the Archdiocese a full Release of Lien from each of its contractors and representatives. The District agrees to use its best efforts to minimize disruption to the Archdiocese's property during the construction of the Improvements.

7. **Utilities and Related Services.** The District shall provide and pay for all utilities and any other related services necessary for the District's construction, installation, and completion of the Improvements. The District acknowledges and agrees that the Archdiocese shall not be required to furnish any of these types of services to the District during the term of this Agreement.

8. **The Archdiocese's Fee Simple Interest Not Subject to Construction Liens.** The District agrees that it will promptly pay in full of all sums necessary to pay for the Improvement costs and work done by the District in or to the Easement Area and further agrees to indemnify and save harmless the Archdiocese from and against any and all such costs and liabilities and against any and all mechanics', materialmen's, laborers' or other statutory or common law liens arising out of or from such work, or the cost thereof, which may be asserted, claimed or charged against all or any part of the Easement Area. In no event shall the Archdiocese, or the fee simple interest of the Archdiocese in the Easement Area or the Archdiocese's Property be liable for or subjected to any mechanics', materialmen's, laborers', or other statutory or common law liens for the Improvements or work made or done by, or at the instance of, the District, and this Agreement expressly prohibits the subjecting of the fee simple interest of the Archdiocese in the Easement Area or the Archdiocese Property to any mechanics', materialmen's, laborers', or other statutory or common law liens for any improvements made by or at the instance of the District, and all persons dealing with, or contracting with, the District are hereby put on notice of these provisions.

The District shall require any contractor that it engages to construct, maintain, or operate the Improvements within the Easement Area to provide a performance and payment bond to in

the sum of not less than one-hundred percent (100%) of the contract amount in accordance with the District's standard practice. The performance and payment bonds must be maintained in full force and effect throughout the construction until issuance of a final Certificate of Occupancy for other final permit approval. At least ten (10) days prior to commencement of construction, the District shall provide the Archdiocese with written evidence of such performance and payment bond(s). The Most Reverend John C. Favalora, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole must be listed as a beneficiary of the performance and payment bonds.

The provisions of this paragraph shall survive termination or expiration of this Agreement.

9. **Insurance.** The District shall require that any and all contractors that it engages to construct, maintain or operate the Improvements within the Easement Area shall procure insurance in accordance with the District's standard practice to cover the District's and its contractors use, operation, construction and other activities on the Archdiocese's property. The Church and The Most Reverend John C. Favalora, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, and their respective officers, employees, agents, and representatives, shall be added as additional insured's. Each policy of insurance must contain a provision that the policy shall not be cancelled or modified without providing at least thirty (30) days prior written notice of cancellation is provided to the Archdiocese pursuant to the notice provision herein. The District shall provide the requisite certificates of insurance to the Archdiocese prior to commencing any work on the Easement Area.

10. **Contractor Restrictions.** The District shall require that any and all contractors that it engages, whether by employment, independent contractor, volunteer, invitation, or any other status, who have access to the Easement Area by virtue of this Agreement, shall meet the minimum level 2 screening requirements of Section 1012.465, Florida Statutes, and the District shall ensure that contractors shall perform all necessary background investigations to ensure such compliance. If, at any time, the Archdiocese is not satisfied that this requirement has been met for any person affiliated with contractors, or for any reason in its sole discretion, with or without cause, the Archdiocese may request that contractors or any person affiliated with contractors be prohibited from accessing the Easement Area, and contractors shall immediately vacate the Easement Area or prohibit such person identified by the Archdiocese from accessing the Easement Area as the Archdiocese may direct.

11. **Design, Construction, Operation, Maintenance, and Repair of Easement Area and Improvements.** The District shall be solely responsible for the design, construction, operation, maintenance, repair and security of Improvements and the Easement Area in accordance with all applicable federal, state, and local laws, rules and regulations ("Laws"). The District shall, at its own expense, operate and maintain the Easement Area and the Improvements thereon in good order and repair, and in clean condition. The District shall provide and pay for when due, all costs incurred with respect to the District's Improvements, including but not limited to operating, equipping, protecting, and lighting the Easement Area.

The District shall exercise due diligence to insure that Improvements and the Easement Area are operated in such a manner to preclude nuisances, significant disturbances and significant disruptions to the Church, its School and the Church's Planned Development, which may include affordable residential housing. The District shall install standard of the industry

noise and odor control equipment within the Improvements to preclude excess noise and noxious odors within, on, or surrounding the Easement Area, beyond that which is standard for the Temporary Easement Area and surrounding areas. Notwithstanding the foregoing, the parties acknowledge and agree that the Improvements include a standby diesel emergency generator, which, although fitted with noise attenuating devices, will generate noise during operation.

The District will promptly respond to any and all incidents or upsets occurring on, in, or with respect to the Improvements, and shall promptly, at its own expense, contain, clean up, and remediate any release of sewage, fuel, or other substances that may occur in accordance with all applicable Laws and according to the terms outlined in Section 21 of this Easement Agreement.

12. **Ownership of Improvements.** The District shall be the sole owner of the Improvements constructed within the Easement Area. If this Easement Agreement is terminated or the Easement Area reverts to the Archdiocese on the terms provided herein, the District shall be responsible for timely removing the Improvements from the Easement Area and restoring the Easement Area to its original condition, ordinary wear and tear excepted.

13. **Utilities and Related Services.** The District shall provide and pay for all utilities and related services necessary to operate and maintain the Improvements. The District acknowledges and agrees that the Archdiocese shall not be required to furnish any of these types of services to the District.

14. **Security for Improvements.** The District shall be solely responsible for operating and maintaining the Improvements in a safe and secure manner at all times in accordance with industry standards.

15. **Permanent Waiver of Wastewater Assessments.** In consideration of Archdiocese's granting of this Easement Agreement, the District shall:

a. Permanently waive all current Key Largo Wastewater Treatment District Assessments applicable to the Archdiocese's Property as set forth in Resolution No. 28-08-06 (the "Resolution"). The total amount of these Assessments is One Hundred Sixty-Seven Thousand Seven Hundred Seventy Eight Dollars 00/100 (\$167,778) as outlined and based upon the Resolution. The Key Largo Wastewater Assessment is a one-time assessment payable over twenty (20) years. Notwithstanding the foregoing, in the event of a breach of this Easement Agreement by the Archdiocese, in addition to any and all other remedies available to the District, the District may reinstate the Assessment described herein.

b. Permanently waive all future wastewater Assessments against all of the Archdiocese's Property for the first one hundred (100) dwelling units constructed on the Archdiocese's Property. The actual amount of the Assessments to be waived is not known because the formula for calculating the one-time Key Largo Wastewater Assessment is subject to change and must be evaluated at the time of imposition. However, by way of example, if the Archdiocese's Property had been assessed for a 100-dwelling-unit development according to the formula in the District's 2006 Final Assessment Resolution, the amount of the Assessment would have been Two-Hundred Eighty Four Thousand One-Hundred Fifty Dollars 00/100 (\$284,150). Notwithstanding the foregoing, in the event of a breach of this Easement Agreement by the Archdiocese, in addition to any and all other remedies available to the District, the District may reinstate the Assessment described herein.

c. The District is not obligated under the terms of this Agreement to waive any Assessments against any of the Archdiocese's Property and the Archdiocese's Parcels, beyond the District's express obligations as provided in this provision.

The wastewater Assessments set forth in (a) and (b) above shall be collectively referred to herein as "Key Largo Wastewater Assessments."

The District's waiver of the Key Largo Wastewater Assessments described above shall be evidenced by a Resolution and shall be effective immediately upon execution of this Easement Agreement by the parties. In the event the Key Largo Wastewater Assessments are not waived on the terms provided above or if the waiver is later retracted or invalidated for any reason, this Easement shall be null and void unless the District provides consideration acceptable to the Archdiocese for the total value of the present and future Key Largo Wastewater Assessments waived as outlined above.

16. **District's Representations and Warranties.** The District represents and warrants that:

a. The District believes that the Archdiocese is not automatically exempt from the Key Largo Wastewater Assessments by virtue of being a non-profit organization;

b. The District has the authority to waive the Key Largo Wastewater Assessments against the Archdiocese's Property and the Archdiocese's Parcels on the terms provided herein;

c. The District has the authority to enter into this Easement Agreement which shall not constitute a violation of any Agreements or Laws applicable to the District;

d. To the best of the District's knowledge, based upon past experience with other similar wastewater management facilities, the District's operation of the Improvements within the Easement Area shall not create a nuisance, significant disruption, or significant disturbance to the Church, its School, the Church's Planned Development or the surrounding areas.

17. **Archdiocese's Representations and Warranties.** The Archdiocese represents and warrants that:

a. The Archdiocese is a corporation sole duly recognized under the laws of the State of Florida with the capacity to sue and be sued in the courts of the State of Florida, and

b. The persons executing this Easement Agreement possess the authority to enter into this Easement Agreement and to bind the Archdiocese to its terms.

c. The Easement Area is free of any contamination or Adverse Environmental Condition. Adverse Environmental Condition means any contamination condition exceeding allowed regulatory limits and not otherwise permanently authorized by permit or law resulting from any discharge, release, spillage, disposal, production, storage, treatment or other activities of any wastes, pollutants, contaminants, hazardous materials or other materials or substances subject to Laws relating to the protection of the environment (collectively Hazardous Materials), including but not limited to, the Clean Air and Water Acts, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Safe Drinking Water Act, the Hazardous and Solid Waste Amendment Act, as well as similar

federal, state and/or local Laws governing the same, similar, or related matters (collectively "Environmental Laws").

d. The Archdiocese has good title to the Easement Area, free and clear of any recorded or unrecorded liens or encumbrances, and the right of the Archdiocese to enter into this Easement Agreement is not subject to the approval of any other person.

e. The Easement Area is not subject to any pending claims, liens, or judgments, whether recorded or not, and is not the subject of any current or threatened litigation.

f. The Easement Area is not subject to any other easements, restrictions, covenants, servitudes, or other recorded or unrecorded restrictions that would limit, preclude, or otherwise be inconsistent with the rights of the District under this Easement Agreement.

18. **Obligations of the Archdiocese.** The Archdiocese shall:

a. Furnish and maintain the Easement Area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with the District's safe or proper installation, operation, maintenance, inspection, or removal of the District's Improvements in the Easement Area. The Archdiocese shall have the right to make any other use of the easement area which does not interfere with the District's rights.

b. Remove or pay for the removal of any obstruction to the safe or proper operation, maintenance, inspection, or removal of the District's Improvements in the Easement Area.

c. Refrain from taking or permitting any actions inconsistent with the obligations of the Archdiocese as provided for in this Easement Agreement.

d. Bear the cost of any relocation or modification of said facilities when the change is necessitated by Archdiocese's requirements.

19. **Insurance Cost Reimbursement.** The District shall reimburse to the Archdiocese such incremental increases in amounts of insurance as are required to insure the Easement Area under this Easement Agreement against such hazards, contingencies, risks and perils as the Archdiocese reasonably determines are necessary as a result of this Easement Agreement, including costs associated with the Aboveground Storage Tank. The Archdiocese shall invoice the District upon receipt of such invoices and shall apply the same for policies of insurance covering the Easement Area, with losses hereunder payable solely to the Archdiocese. All invoices shall be due and payable within 30 days of receipt thereof.

20. **Indemnification.** Subject to the limitations on the waiver of sovereign immunity set forth in Florida Statutes Section 768.28 (2006), if and to the extent applicable, the District agrees to indemnify, defend and hold harmless, the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively the "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), arising from or connected in any way with: (a) the construction, operation, maintenance, repair or use of the Easement Area or the Improvements thereon by the District, its directors, officers, employees, agents, contractors, invitees, licensees, or other representatives;

(b) the District's breach of the Easement Agreement terms; (c) the condition of the Easement Area, the Improvements, or any work performed on the Easement Area or the Improvements on the District's behalf; (d) the District's activities with respect to the Easement Area or the Improvements thereon; or (e) any act, omission, or negligence of the District, its directors, officers, employees, agents, contractors, licensees, invitees or other representatives; (f) materialmens, mechanics, laborer, or other statutory or common law liens arising from construction or other work or materials provided on the District's behalf within the Easement Area. The provisions of this paragraph shall survive termination or expiration of this Agreement.

21. Environmental Matters/Environmental Indemnification.

a. Compliance with Environmental Laws. The District shall comply with all Laws, including but not limited to Environmental Laws (defined below) pertaining to the health, safety, and welfare of the environment during its construction, operation, maintenance, repair and/or use of the Easement Area or the Improvements thereon. The District shall not store, use, or dispose of any Hazardous Materials (defined below) within, on or surrounding the Easement Area or within the Improvements, except for the diesel fuel located within the Aboveground Storage Tank ("Aboveground Storage Tank").

The District shall be responsible for timely preparing and filing any and all documentation and records required by applicable Environmental Laws and governmental authorities for the use, operation and maintenance of the Aboveground Storage Tank on the Easement Area. The District shall make any and all such records available for review by the Archdiocese at any reasonable time. The District shall also provide copies of such records to the Archdiocese upon request.

b. Adverse Environmental Condition. The District shall notify the Archdiocese of any Adverse Environmental Condition that occurs or may occur with respect to the Easement Area, the Improvements located thereon and the surrounding areas. Adverse Environmental Condition means any contamination condition exceeding allowed regulatory limits and not otherwise permanently authorized by permit or law resulting from any discharge, release, spillage, disposal, production, storage, treatment or other activities of any wastes, pollutants, contaminants, hazardous materials or other materials or substances subject to Laws relating to the protection of the environment (collectively Hazardous Materials), including but not limited to, the Clean Air and Water Acts, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Safe Drinking Water Act, the Hazardous and Solid Waste Amendment Act, as well as similar federal, state and/or local Laws governing the same, similar, or related matters (collectively "Environmental Laws").

c. Containment, Remediation/Clean Up. The District shall, at its own expense, timely perform any and all containment, remedial, clean-up or other activities required by applicable Environmental Laws or required, ordered, recommended or requested by any governmental authorities and/or the Archdiocese to prevent or minimize injury or liability to any person and/or to contain, remediate and/or clean up the Adverse Environmental Condition(s) that occurs on, within or surrounding the Easement Area and the Improvements thereon in accordance with all applicable Laws, including but not limited to, Environmental Laws, and in accordance with the Archdiocese's requirements.

The District shall be solely responsible for responding to and fully complying with any administrative notice, order, request, or any third party claim or demand (collectively "Notices") relating to a potential or actual Adverse Environmental Condition. The District shall promptly provide the Archdiocese with copies of any such Notices received by the District. The District shall also provide the Archdiocese with copies of any and all documentation prepared by the District in response to such Notices prior to filing same.

d. Environmental Indemnification. Subject to the limitations on the waiver of sovereign immunity set forth in Florida Statutes Section 768.28 (2006), if and to the extent applicable, the District shall indemnify the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively the "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), associated with all Adverse Environmental Conditions on, within, surrounding, or from the Easement Area and the Improvements thereon, including but not limited to those arising out of or relating to any discharge, release, spillage, disposal, production, storage, treatment or any activities in, on, surrounding, or from the Easement Area of materials or substances that are subject to regulation under applicable Laws, including but not limited to, Environmental Laws, now existing or hereinafter executed. The District hereby releases the Archdiocese from any and all claims of contribution under applicable Laws, including but not limited to Environmental Laws.

The Environmental Matters/Environmental Indemnification provisions set forth above shall survive expiration of this Easement Agreement.

22. No Liability. Except as expressly provided in this Easement Agreement, the Archdiocese shall have no liability or obligations with respect to Easement Area or the Improvements thereon. All persons entering on the Easement Area shall enter at their own risk. The Archdiocese shall have no liability to any person or entity whatsoever with respect to any act, event, occurrence, conduct or criminal offense occurring on or about the Easement Area or in connection with the use of the Easement Area and/or the Improvements, including such acts, events, occurrences, conduct or criminal offenses which may result in personal or bodily injury or property damage to others or which may constitute a nuisance.

23. Reservations. The Archdiocese reserves, for itself and its successors and assigns, all rights in ownership in and to the Easement Area which are not inconsistent with the Easement granted in this Agreement, including, without limitation, the right to cross and use, and grant to others the right to cross and use, the sub-surface of, the surface of, and the air space over the Easement Area and for the installation and maintenance of utilities and drainage over, under and adjacent to the Easement Area in a manner that does not materially affect the District's intended use of the Easement Area. The parties acknowledge and agree that the District may be required to provide fencing or other barriers as required under applicable Florida Department of Environmental Protection regulations.

24. Reversion Rights. The Easement rights provided herein to the District are available only until such time as the Improvements made on, under, or across the Easement Area

are permanently abandoned at which time, the title and interest of the District shall revert to and shall vest in the owner of the underlying fee interest which is currently the Archdiocese.

25. **Title: Runs With the Land.** This Easement Agreement shall be subject to any and all encumbrances, reservations, agreements, conditions, limitations, easements, restrictions and/or other matters of record impacting the Easement Area ("Title") and all zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Easement Area.

26. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area, or under this Agreement.

27. **No Liens or Encumbrances.** The District shall keep the Easement Area and all Improvements thereon free from any liens, claims, encumbrances, or charges in connection with District Improvements. The District shall indemnify and hold the Archdiocese harmless against any such liens, claims, encumbrances or charges. Notwithstanding the above provisions, if any notice, claim, lien, encumbrances or charges shall be asserted or recorded against the fee simple interest of the Archdiocese in the Easement Area, the District shall have such notice or claim of lien cancelled, discharged, released or transferred to other security in accordance with applicable Florida Statutes within ten (30) days after notice to the District by the Archdiocese. If the District fails to comply with this provision, the Archdiocese, at its sole option, shall have the right to cancel or discharge the same and upon the Archdiocese's demand, the District shall promptly reimburse the Archdiocese for all reasonable costs incurred in canceling or discharging such liens.

28. **Compliance with Laws and Rules.** The District shall comply with all applicable Laws in carrying out the terms of this Agreement. The District shall, at its expense, secure and keep in effect, all permits or approvals required by applicable governmental authorities in connection with the District's activities under this Agreement. The District shall, and shall exercise due diligence to cause all persons using the Easement Area and or Improvements thereon, to observe all applicable Laws. The District shall not allow the Easement Area and/or the Improvements to be obstructed or encumbered in any manner or used, operated or maintained in any manner inconsistent with the District's obligations as stated in this Easement Agreement.

29. **Remedies for Breach.** The Archdiocese and the District shall each have the right to enforce the terms of this Agreement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida including the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either party hereto to pursue legal action in order to enforce the terms hereof, the prevailing party in such legal action shall be entitled to receive reasonable attorneys' fees (including paralegals' fees) and costs whether suit be brought or not, and if suit is brought, then at all pretrial, trial and appellate levels.

30. **Dispute Resolution.** The parties recognize that the operation of wastewater management facilities is a complex process involving uncertainties that cannot be adequately identified or resolved as of the Effective Date of this Agreement. The parties therefore agree to cooperate in good faith to resolve any disagreements concerning the implementation of this Agreement.

31. **Notices.** Any notice or other communication to be given under this Agreement shall be in writing and shall either be (a) hand-delivered with evidence of delivery, (b) sent by Federal Express or comparable overnight service, (c) mailed by U.S. registered or certified mail, return receipt requested to the Archdiocese and the District at the following addresses:

To the Archdiocese: Archdiocese of Miami – St. Justin Martyr Catholic Church
105500 Overseas Highway
Key Largo, Florida 33037
Attention: Reverend Enrique Delgado

With a copy to: Archdiocese of Miami
Department of Temporalities
9401 Biscayne Boulevard
Miami Shores, Florida 33138-2970

J. Patrick Fitzgerald
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, Suite 3-B
Coral Gables, Florida 33134

To the District: District Clerk
Key Largo Wastewater Treatment District
98880 Overseas Highway, P.O. Box 49
Key Largo, Florida 33037

With a copy to: Chairman
Key Largo Wastewater Treatment District
98880 Overseas Highway, P.O. Box 49
Key Largo, Florida 33037

Thomas M. Dillon
P.O. Box 370736
Key Largo, Florida 33037-0736

32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be in Monroe County, Florida.

33. **Amendments or Modifications.** Any amendments or modifications to the terms, covenants or conditions of this Agreement must be in writing and executed by all of the Parties hereto.

34. **Assignment.** This Agreement shall not be assigned or assignable by the Archdiocese or the District.

35. **Severability.** Each section, subsection, and lesser section of this Agreement constitute a separate and distinct undertaking, covenant, and/or provision. In the event that any provision of this Agreement shall finally be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

36. **Binding on Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

37. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which constitutes the Agreement of the parties and each of which shall be treated as an original.

IN WITNESS WHEREOF the Archdiocese and the District have entered into this Agreement as of the date and year shown above.

Witnessed by:

Maria Elena Kaplove

Print Name: MARIA KAPLOVE

Janet Rancano

Print Name: Janet Rancano

John C. Favalora
THE MOST REVEREND JOHN C.
FAVALORA, ARCHBISHOP OF THE
ARCHDIOCESE OF MIAMI, his successors
in office, a corporation sole

"The Archdiocese"

STATE OF FLORIDA
COUNTY OF Miami-Dade

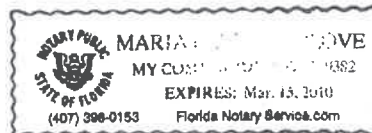
The foregoing instrument was acknowledged before me this 3rd day of May, 2007 by THE MOST REVEREND JOHN C. FAVALORA, ARCHBISHOP OF THE ARCHDIOCESE OF MIAMI, his successors in office, a corporation sole. He is personally known to me or has produced _____ [State Driver's License] as identification.

Maria Elena Kaplove
Print Name: MARIA ELENA KAPLOVE

Notary Public - State of Florida

Commission No. DD 529382

My Commission Expires: Mar. 15, 2010



Witnessed by:

Thomas M. Dillon

Print Name: Thomas M. Dillon

M. Schneider

Print Name: M. SCHNEIDER.

KEY LARGO WASTEWATER TREATMENT
DISTRICT

By: [Signature]

Name: Gary GBauman

Title: Vice Chairman (Acting Chairman)

"District"

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 15th day of May
2007 by Gary Bauman, as Acting Chairman of Key
Largo Wastewater Treatment District. He/she is personally known to me or has produced
[State Driver's License] as identification.

Carol Walker

Print Name: Carol Walker

Notary Public - State of Florida

Commission No. DD46820

My Commission Expires: Nov. 14, 2009



EXHIBIT "A"
ARCHDIOCESE'S PROPERTY

PARCEL A, improved with a church

RE Number: 00084230-000000

Doc# 1646864

AK Number: 1092886

Bk# 2299 Pg# 2457

2006 Assessment Amount: \$ 132,998.00

Parcel Size: 18.9 acres, more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

1 61 39 A61901-10 ISLAND OF KEY LARGO PT LOT 19 & ALL LOT 20 PB
1-68 OR321-481-482

PARCEL B, vacant

RE Number: 00084220-000000

AK Number: 1092878

2006 Assessment Amount: \$4,970

Parcel Size: 0.75 acres, more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

1-61-39 ISLAND OF KEY LARGO PT LOT 19 OR230-43-44 CASE#81-182-
CP-12 OR950-1564/66P/R OR950-1567/68Q/C OR1393-328/30(CW) OR1609-
2493(CW) OR1614-714/15C(CW)

PARCEL C, vacant

RE Number: 532701.043700

AK Number: 1656241

2006 Assessment Amount: \$4,970

Parcel Size: 3,150 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

SEXTON COVE ESTATES - RESUBDIVISION KEY LARGO PB6- 30
TRACT B OR866-1016C OR1573-153/AFF(JMH)

PARCEL D, vacant

RE Number: 532701.042800

AK Number: 1656151

2006 Assessment Amount: \$4,970

Parcel Size: 18,125 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 9 SEXTON COVE ESTATES RESUBDIVISION PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL E, vacant

RE Number: 532701.042700

AK Number: 1656143

2006 Assessment Amount: \$4,970

Parcel Size: 18,312 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 8 SEXTON COVE ESTATES RESUBDIVISION PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL F, vacant

RE Number: 532701.042900

AK Number: 1656160

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 10 SEXTON COVE ESTATES RESUBDIVISION KEY PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL G

RE Number: 532701.043000

AK Number: 1656178

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 11 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO
PB6-30 OR560-1026 OR610-727 OR1158-1914(VC) OR1380-2381(JB)
OR1609-2495(CMS)

PARCEL H

RE Number: 532701.042600

AK Number: 1656135

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 7 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO PB6-
30 KEY LARGO OR560-1026 OR610-727 OR1158-1914(VC) OR1380-
2381(JB) OR1609-2495(CMS)

Doc# 1646864
Bk# 2299 Pg# 2459

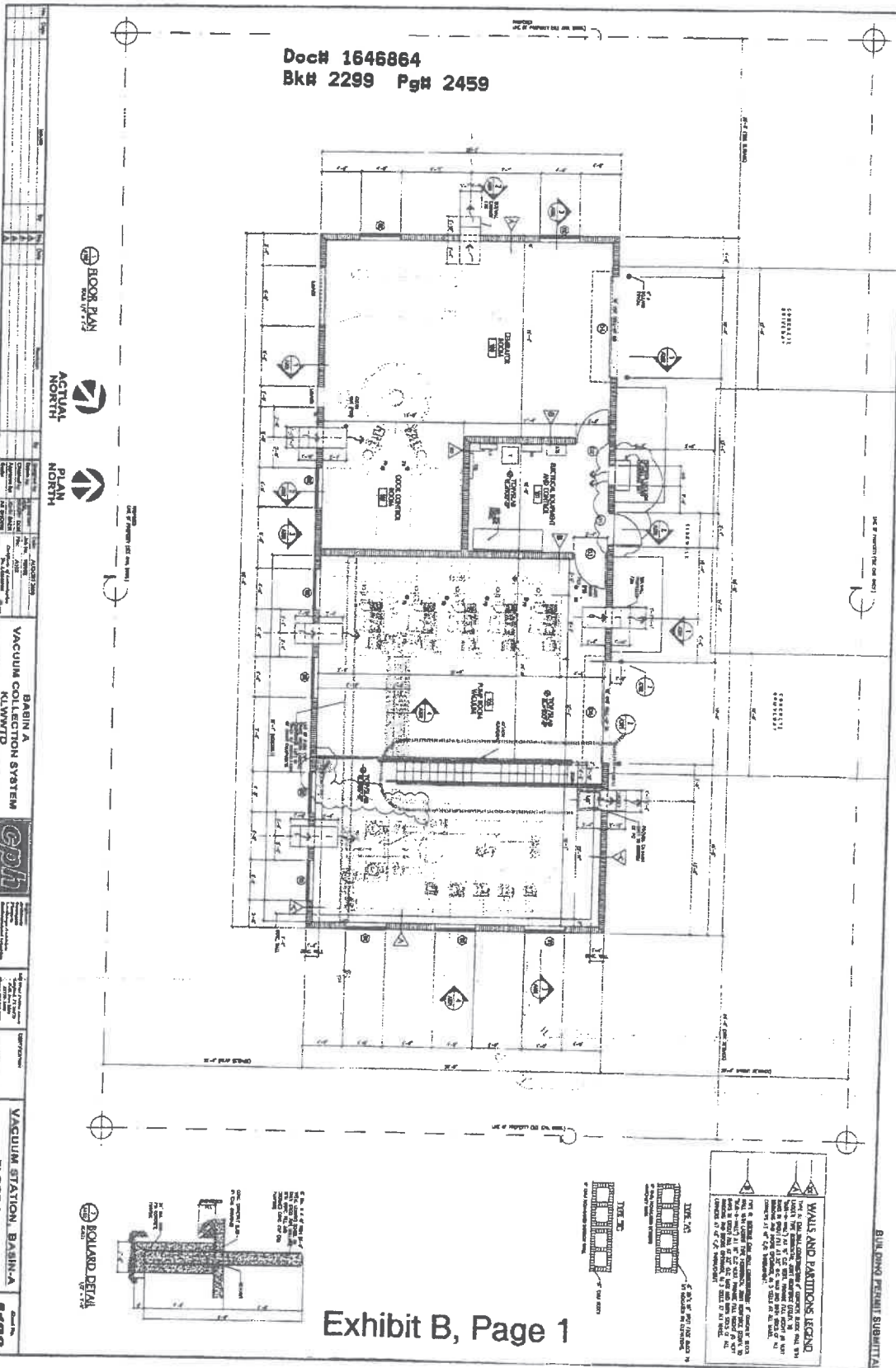


Exhibit B, Page 1

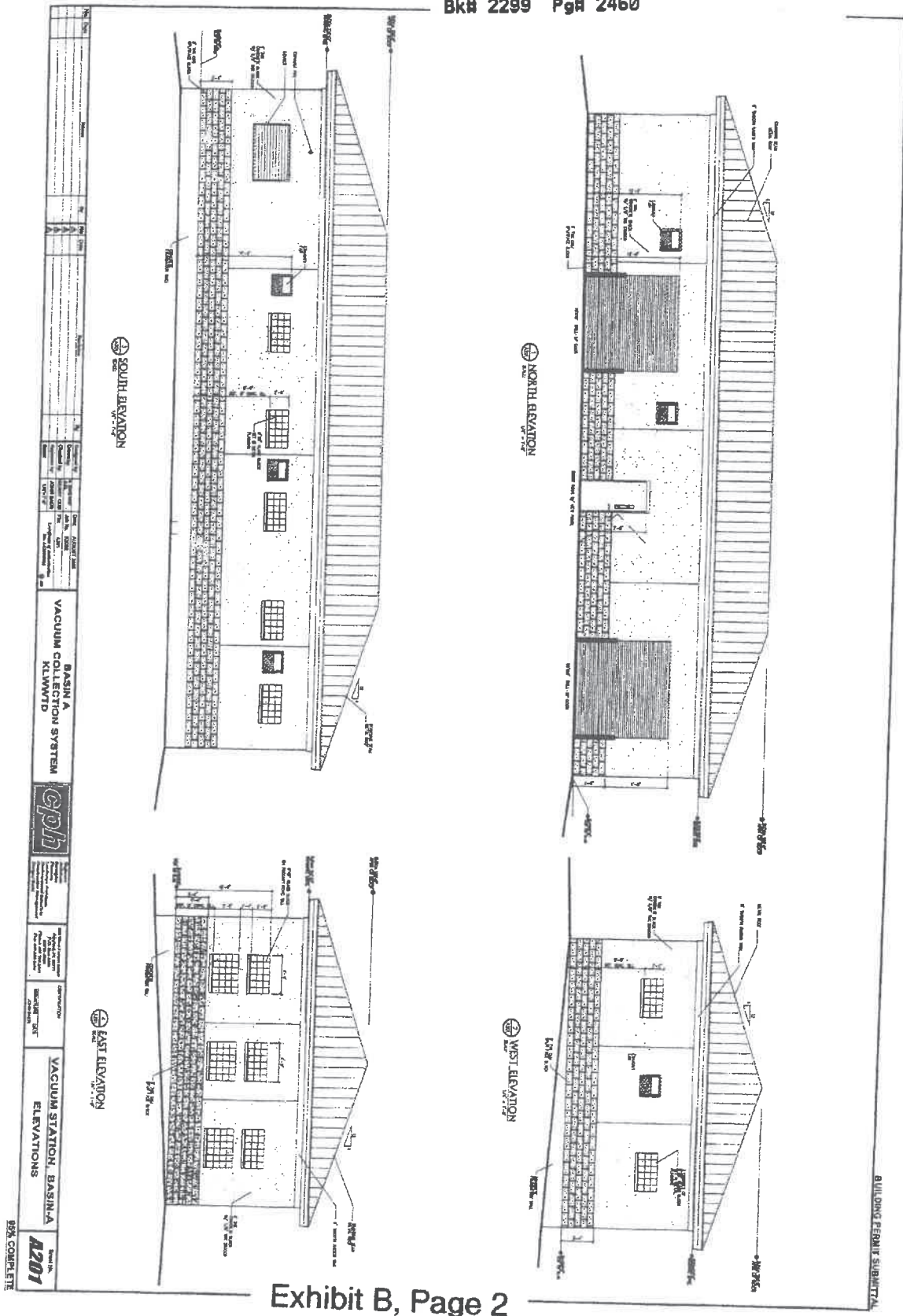
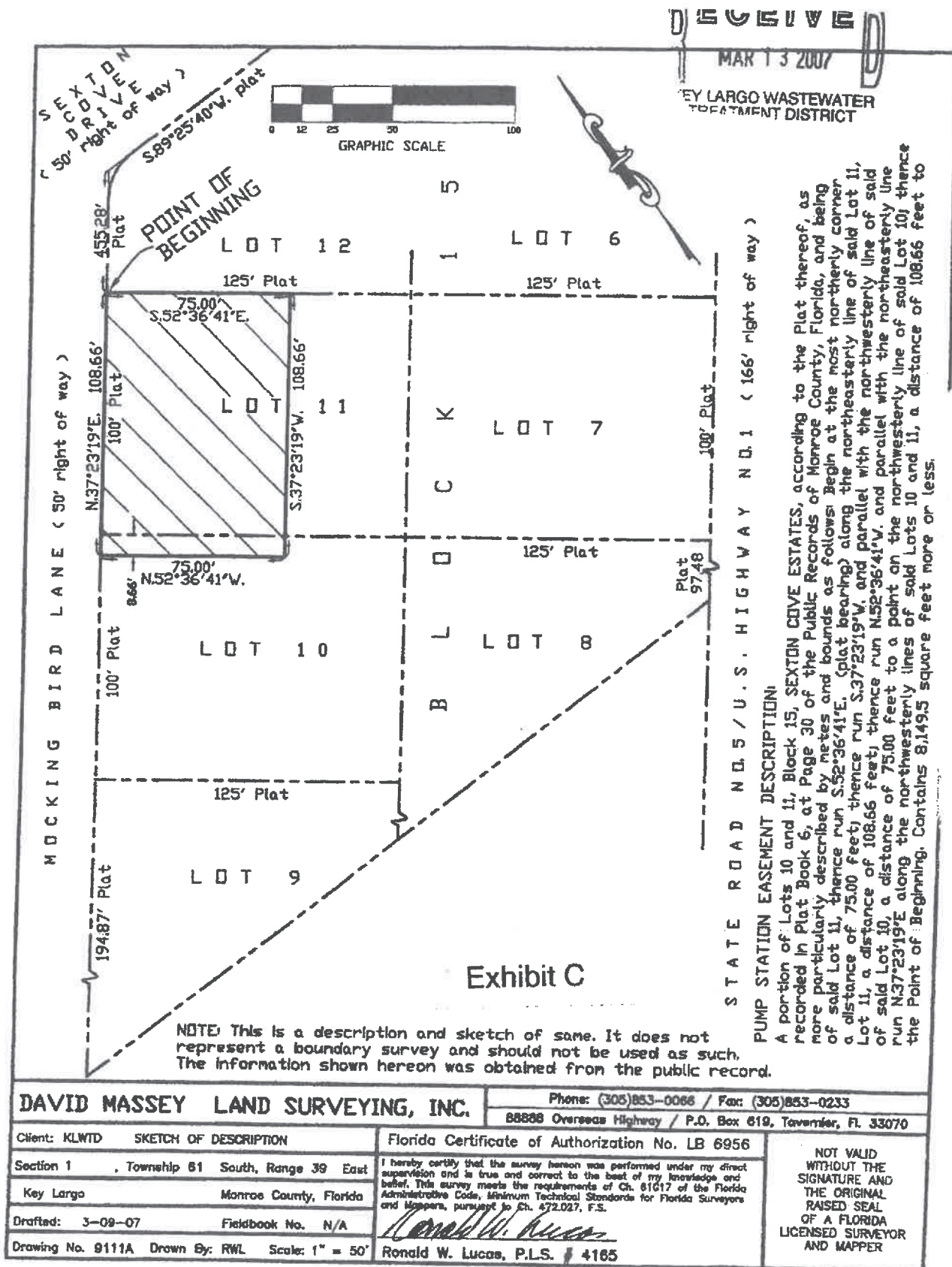


Exhibit B, Page 2



Doc# 1646864
Bk# 2299 Pg# 2461

MAR 13 2007




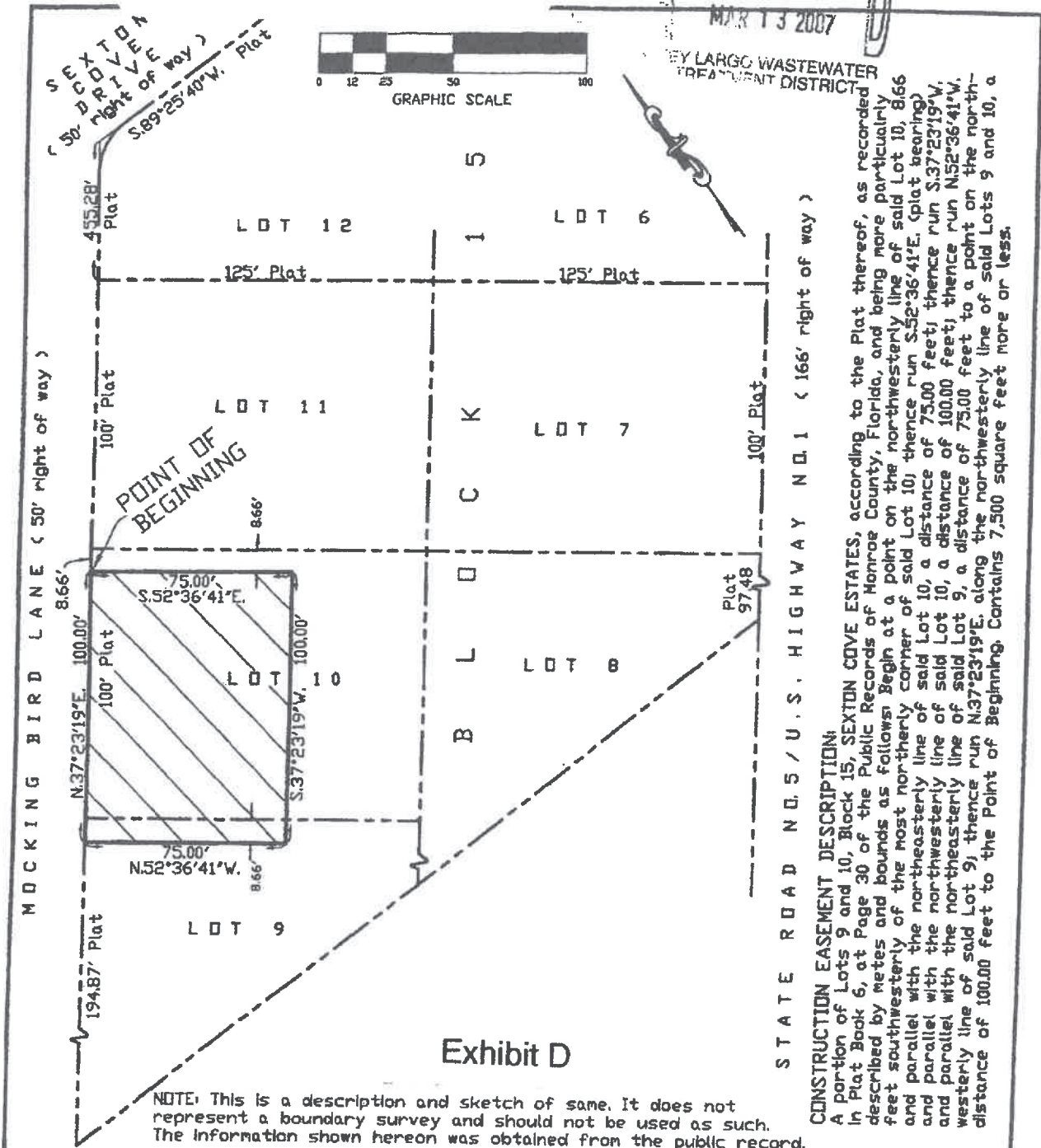
UTILITY EASEMENT DESCRIPTION:

A portion of Lots 7 and 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: As a point of reference Commence at the most northerly corner of said Lot 7, thence run S.52°36'41"E along the northeasterly line of said Lot 11, a distance of 7500 feet for the Point of Beginning; thence continue along the northeasterly line of said Lot 11 and said Lot 7, a distance of 17500 feet to the most easterly corner of said Lot 7; thence run S.37°23'19"W, along the southeasterly line of said Lot 7, a distance of 2000 feet; thence run N.52°36'41"W, and parallel with the northeasterly line of said Lot 7, a distance of 17500 feet; thence run N.37°23'19"E, and parallel with the southeasterly line of said Lot 7, a distance of 2000 feet to the Point of Beginning. Contains 3,500 square feet more or less.

Exhibit C-1

NOTE: This is a description and sketch of same. It does not represent a boundary survey and should not be used as such. The information shown hereon was obtained from the public record.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0086 / Fax: (305)853-0233	
		58888 Overseas Highway / P.O. Box 619, Tavernier, FL 33070	
Client: KLWTD SKETCH OF DESCRIPTION		Florida Certificate of Authorization No. LB 6956	
Section 1, Township 61 South, Range 39 East		I hereby certify that the survey herein was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61617 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mapmakers, pursuant to Ch. 472.027, F.S.  Ronald W. Lucas, P.L.S. # 4165	
Key Largo Monroe County, Florida			
Drafted: 3-09-07 Fieldbook No. N/A			
Drawing No. 9111C Drawn By: RWL Scale: 1" = 50'			
		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	



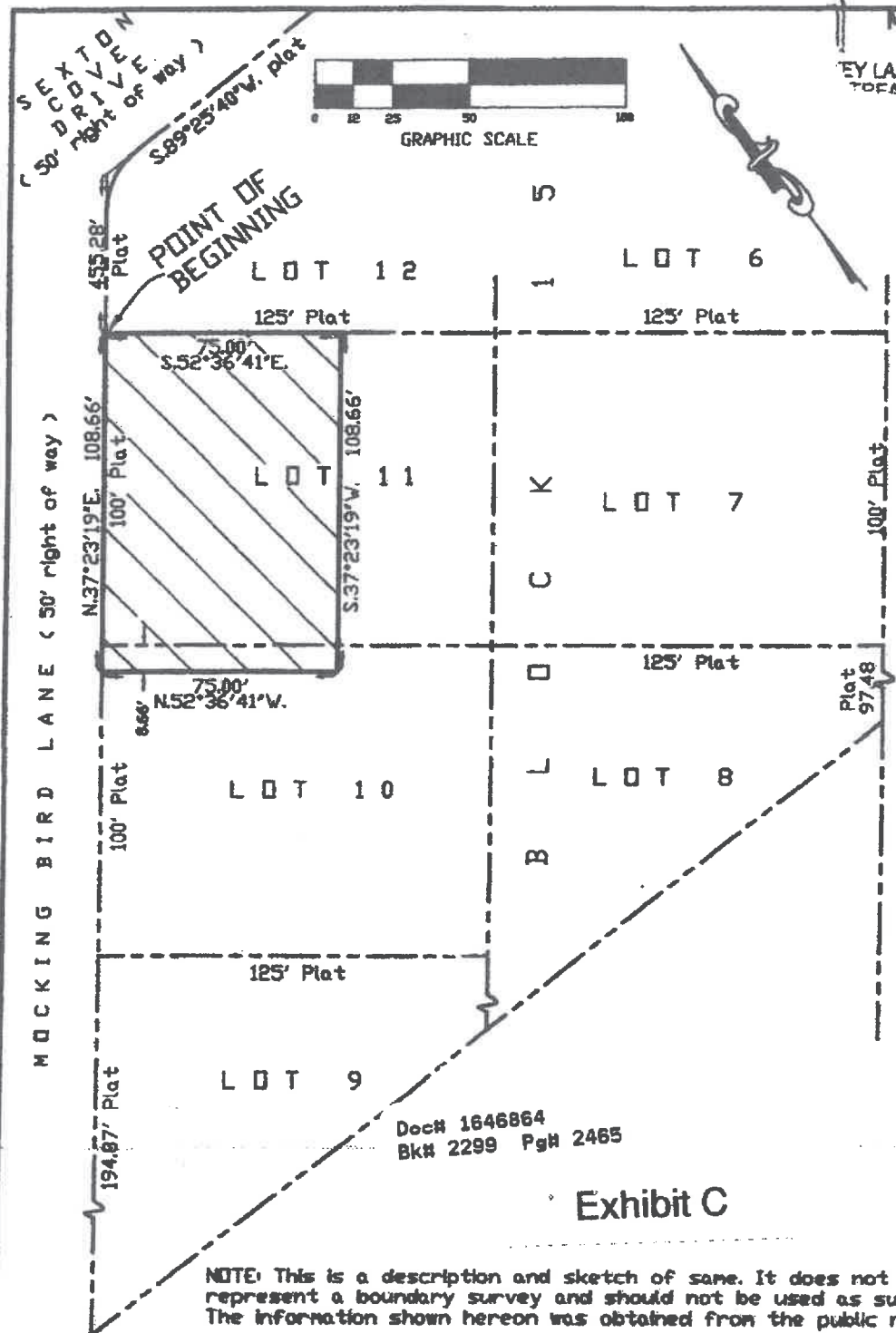
CONSTRUCTION EASEMENT DESCRIPTION:

A portion of Lots 9 and 10, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: Begin at a point on the northwesterly line of said Lot 10, 866 feet southwesterly of the most northerly corner of said Lot 10; thence run S.52°36'41"E. (plat bearing) and parallel with the northwesterly line of said Lot 10, a distance of 75.00 feet; thence run N.52°36'41"W. and parallel with the northwesterly line of said Lot 10, a distance of 100.00 feet; thence run N.37°23'19"E. westerly line of said Lot 9; thence run N.37°23'19"E. along the northwesterly line of said Lots 9 and 10, a distance of 100.00 feet to the Point of Beginning. Contains 7,500 square feet more or less.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0066 / Fax: (305)853-0233	
		85586 Overseas Highway / P.O. Box 819, Tavernier, FL 33070	
Client: KLWD	SKETCH OF DESCRIPTION	Florida Certificate of Authorization No. LB 6956	
Section 1	, Township 61 South, Range 39 East	I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61017 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S. Ronald W. Lucas, P.L.S. # 4185	
Key Largo	Monroe County, Florida		
Drafted: 3-09-07	Fieldbook No. N/A		
Drawing No. 91118	Drawn By: RWL Scale: 1" = 50'		
		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	



105% COMPLETE

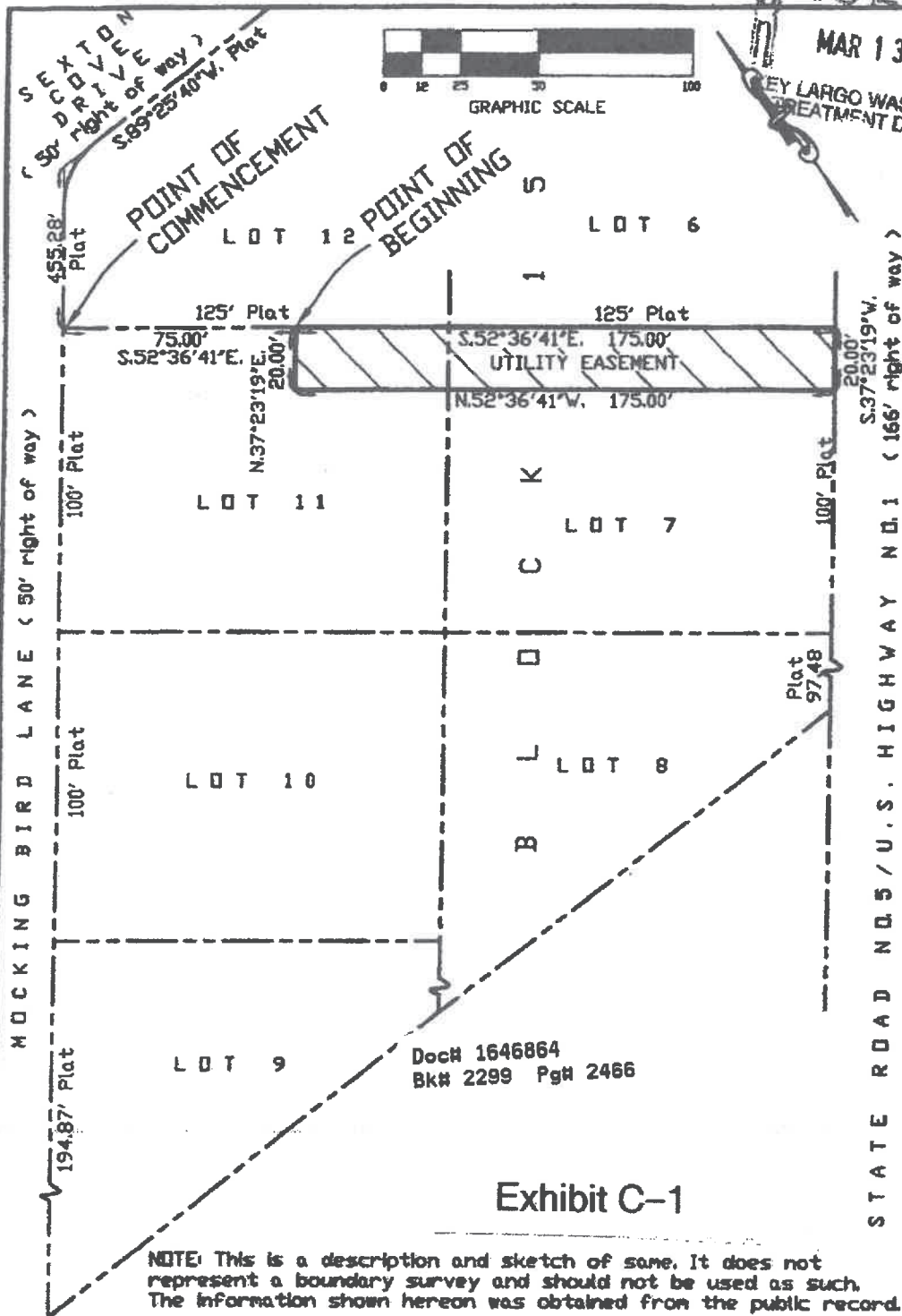


Doc# 1646864
BKH 2299 Pg# 2465

Exhibit C

NOTE: This is a description and sketch of same. It does not represent a boundary survey and should not be used as such. The information shown hereon was obtained from the public record.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0086 / Fax: (305)853-0233 8888 Overseas Highway / P.O. Box 618, Tavernier, FL 33070	
Client: KLWTD	SKETCH OF DESCRIPTION	Florida Certificate of Authorization No. LB 6956	
Section 1	Township 61 South, Range 30 East	I hereby certify that the survey herein was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61617 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S. <i>Ronald W. Lucas</i> Ronald W. Lucas, P.L.S. # 4185	
Key Largo	Monroe County, Florida		
Drafted: 3-09-07	Fieldbook No. N/A		
Drawing No. 9111A	Drawn By: RWL	Scale: 1" = 50'	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



RECEIVED
MAR 13 2007
KEY LARGO WASTEWATER TREATMENT DISTRICT

UTILITY EASEMENT DESCRIPTION:

A portion of Lots 7 and 11, Block 15, SECTION 15, SIXTON GIVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: As a point of reference Commence at the most northerly corner of said Lot 11; thence run S.52°36'41"E. along the northeasterly line of said Lot 11, a distance of 75.00 feet for the Point of Beginning; thence continue along the northeasterly line of said Lot 11 and said Lot 7, a distance of 175.00 feet to the most easterly corner of said Lot 7; thence run N.37°23'19"W. along the southeasterly line of said Lot 7, a distance of 20.00 feet; thence run N.37°23'19"E. and parallel with the northeasterly line of said Lot 7, a distance of 175.00 feet; thence run N.37°23'19"E. and parallel with the southeasterly line of said Lot 11, a distance of 20.00 feet to the Point of Beginning. Contains 3,500 square feet more or less.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0086 / Fax: (305)853-0233 88888 Overseas Highway / P.O. Box 618, Tavernier, FL 33070	
Client: KLWTD SKETCH OF DESCRIPTION		Florida Certificate of Authorization No. LB 6956	
Section 1, Township 81 South, Range 39 East		I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61017 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S. <i>Ronald W. Lucas</i> Ronald W. Lucas, P.L.S. # 4165	
Key Largo Monroe County, Florida			
Drafted: 3-09-07 Fieldbook No. N/A			
Drawing No. 9111C Drawn By: RWL Scale: 1" = 50'		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

Nick/Lisa Zischka

From: Nick Mulick
Sent: Friday, April 11, 2025 3:35 PM
To: Thomas H. Courtney; Nick/Lisa Zischka
Cc: peter@keyscpa.com; Nancy Mulick
Subject: RE: KLWTD and Archdiocese Amended, Restated and Superseding Easement Agreement

Tom,
I am glad we are in agreement on the terms of the easement agreement. You are correct that the District's Board of Commissioners must authorize execution of the agreement, as well as, the agreed upon \$43,500.00 payment.
The next regular meeting of the Board at which this matter can be placed on the agenda is scheduled to take place on May 6th.
I will ask Peter, the District's General Manager, to add this item to the meeting agenda.
I will keep you posted.
Nick

NICHOLAS W. MULICK, PA
91645 Overseas Hwy
Tavernier, FL 33070
305-852-9292
305-852-8880 fax

This email (including any attachments) may contain confidential, proprietary or privileged information. Unauthorized disclosure or use is prohibited. If you received this email in error, please notify the sender and delete this email from your system.

From: Thomas H. Courtney [mailto:thc@jpfitzlaw.com]
Sent: Friday, April 11, 2025 10:32 AM
To: Nick/Lisa Zischka <lisa@mulicklaw.com>
Subject: RE: KLWTD and Archdiocese Amended, Restated and Superseding Easement Agreement

Hello Nick,

Yest, the Easement Agreement and Exhibits are acceptable. Please let me know the process for executing the Agreement. I don't know if it has to be officially approved by some board from your client before it is signed.

Tom

Thomas H. Courtney, Esq.
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, Suite 3-B
Coral Gables, FL 33134
305-443-9162 ext. 115
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thc@jpfitzlaw.com

From: Nick/Lisa Zischka <lisa@mulicklaw.com>
Sent: Monday, April 7, 2025 10:57 AM
To: Thomas H. Courtney <thc@jpfitzlaw.com>
Subject: FW: KLWTD and Archdiocese Amended, Restated and Superceding Easement Agreement

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From: Nick/Lisa Zischka
Sent: Tuesday, March 25, 2025 6:05 PM
To: Thomas H. Courtney <thc@jpfitzlaw.com>
Subject: KLWTD and Archdiocese Amended, Restated and Superceding Easement Agreement

Tom,

Attached is the Easement Agreement with Exhibits. Please review and let me know whether it is acceptable to the Archdiocese.

Nick

NICHOLAS W. MULICK, PA
91645 Overseas Hwy
Tavernier, FL 33070
305-852-9292

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RESOLUTION 07-2025

A RESOLUTION APPROVING THE ATTACHED AMENDED, RESTATED AND SUPERSEDING EASEMENT AGREEMENT BY AND BETWEEN KEY LARGO WASTEWATER TREATMENT DISTRICT AND THE ARCHDIOCESE OF MIAMI, FLORIDA; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Key Largo Wastewater Treatment District (“the District”) entered into an easement agreement (“the Easement”) with The Archdiocese of Miami, Florida (“The Archdiocese”) granting the District the right to locate Vacuum Station A on a portion of property owned by The Archdiocese at 105500 Overseas Highway, Key Largo, Florida; and

WHEREAS, the District wishes to expand the easement area to accommodate certain upgrades to Vacuum Station A; and

WHEREAS, The Archdiocese is willing to expand the easement area in exchange for the payment of \$40,500.00 plus \$3,000.00 for The Archdiocese’s attorney’s fees; and

WHEREAS, The Archdiocese has agreed to enter into the attached Amended, Restated and Superseding Easement Agreement, which will expand the easement area to accommodate the District’s planned upgrades; and

WHEREAS, the Board has determined it is in the best interests of the District and its customers that the District enter into the attached Amended, Restated and Superseding Easement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT THAT:

Section 1. *Recitals.* The above recitals are true and correct and incorporated into this Resolution by reference.

Section 2. *Approval of Agreement.* The attached Amended, Restated and Superseding Easement Agreement is approved and Nicolas Rodriguez, in his capacity as Chairman of the Board, is authorized to execute same on behalf of the District.

Section 3. *Payment of Consideration.* The General Manager or his designee shall direct the finance director to issue a check in the amount of \$43,500.00 made payable to *The Archdiocese of Miami, Florida*, and deliver same to the authorized representative of The Archdiocese of Miami, Florida.

Section 4. *Implementation.* The General Manager and/or his designee is authorized to take all actions necessary to implement the terms of this Resolution.

Section 5. *Effective Date.* The foregoing Resolution was offered by Commissioner _____, who moved for its approval. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

	AYE	NAY
Chairman Rodriquez	_____	_____
Commissioner Heim	_____	_____
Commissioner Maloney	_____	_____
Commissioner Schwartz	_____	_____
Commissioner Majeska	_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted the 6th day of May, 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez, Chairman

Approved to as to form and legal sufficiency:

ATTEST:

By: _____
Nicholas W. Mulick,
General Counsel

By: _____
Shannon McCully, Clerk

SEAL