

711 DUVAL STREET
EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, between the City of Key West, Florida (hereinafter Grantor) and Karen Daniels, Managing Partner of FEG Co-Tenants, and Sam G. Dickson, Manager of Mirador Del Mar, as agents for owner Rose Lee Perez Trust, of property located at 711 Duval Street, Key West, FL (hereinafter the Grantee) (RE# 00015760-000000, AK# 1016136) :

RECITALS

Grantee is agent/owner of the property known as 711 Duval Street, Key West, Florida, including a structure with an existing marquee that encroaches onto the Grantor's Duval Street right-of-way. Portions of Grantee's property, including the marquee, encroach approximately 82 square feet onto the Grantor's right-of-way. Specifically: On the Island of Key West and known on William A. Whitehead's map delineated in February, A.D. 1829, as part of Lot Two (2) of Tract Four (4), described by metes and bounds as follows: Commencing at intersection of the Northeasterly right-of-way line of Duval Street and the Southeasterly right-of-way line of Angela Street, thence on an

assumed bearing of S32°00'00"E on the Northeasterly right-of-way line of Duval Street for a distance of 94.91 feet to the Point of Beginning; thence continue bearing S32°00'00"E for a distance of 15.06 feet; thence bear S58°15'40"W for a distance of 3.39; thence bear N72°46'56"W for distance of 4.06 feet; thence bear N31°27'48"W for a distance of 8.90 feet; thence N09°19'24"E for a distance of 4.13 feet; thence bear N58°20'17"E for a distance of 3.23 feet back to the Point of Beginning. Containing 82 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated February 8, 2014 by Reece & White Land Surveying (Copy attached hereto). This encroachment impedes marketability of the property.

CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to Grantees an easement for encroachments, at the property located at 711 Duval Street, as more specifically described in the attached survey. The easement shall pertain to the existing marquee located above Duval Street and related to the encroachment herein described, and not to any other encroachment. The grant of this easement is conditioned upon the following: (1) The easement shall be signed by Karen Daniels, Managing Partner of FEG Co-Tenants, and Sam G. Dickson, Manager of Mirador Del Mar,

LLC; (2) That the easement will be effective until September 30, 2052; (3) That the easement shall terminate upon the replacement of the structure. (4) The City may unilaterally terminate the easement upon a finding of public purpose by a vote of the Key West City Commission. (5) The Managing Partner of FEG Co-Tenants, and Manager of Mirador Del Mar, LLC shall pay the annual fee of \$300.00, specified in Code Section 2-938(b). (6) The Managing Partner of FEG Co-Tenants, and Manager of Mirador Del Mar, LLC shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment(s) if the annual fee required by the Code of Ordinances is not paid. (7) The easement shall terminate upon the failure of the Managing Partner of FEG Co-Tenants, and Manager of Mirador Del Mar, LLC to maintain liability insurance in a minimum amount of \$200,000.00 per person and \$300,000.00 per incident, or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver, naming the City as an additional insured for that portion of real property which is the subject of this easement. (8) The existing marquee shall be the only total allowed construction within the easement area. (9) The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development. (10) The City reserves the right to construct

surface or sub-surface improvements within the easement area.

(11) The applicant will obtain a structural report on the existing marquee.

There shall be no additional construction related to this encroachment.

II. CONSIDERATION

Grantee(s) agrees to pay to Grantor all sums and fees for city sewer, city garbage, if unpaid; otherwise to promptly bring the property and all uses thereof into full compliance with all city and state laws and regulations, if it is not now in full compliance. Grantee(s) further agrees to pay Grantor an annual rental fee for this easement in the total amount of \$300.00, payable annually on the anniversary date of the execution of this Easement Agreement, to the City of Key West. Failure to pay such rental and/or to conform with agreed upon additional conditions shall constitute grounds for the Grantor to terminate the easement.

III. EASEMENT TERMINATION

Grantee(s) agrees that the improvements located on the Easement shall not be enlarged or expanded.

Grantee(s) shall have the right to repair and maintain the improvements in the ordinary course of maintenance.

The easement shall terminate upon the replacement of the structure.

The Grantor herein expressly and irrevocably appoints the City Manager of the City of Key West as its agent to permit the removal of the encroachment in the event the annual rental fee referred to hereinabove is not paid.

In the event Grantor determines that retaking this property is necessary for a public purpose by virtue of a vote of the City Commission, then Grantor may unilaterally terminate this easement and reclaim the property without compensation to Grantee.

This easement shall terminate upon the failure of the Grantee(s) or its heirs, successors, or assigns to maintain liability insurance in a minimum amount of two hundred thousand dollars (\$200,000.00) per person and three hundred thousand dollars (\$300,000.00) per incident, or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver, naming the City of Key West as an additional insured, for that portion of real property which is the subject of this easement agreement.

This easement shall be considered a covenant that runs with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement
the date above written.

ATTEST:

CITY OF KEY WEST

CHERYL SMITH, CITY CLERK

JAMES K. SCHOLL, CITY MANAGER

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this
____ day of _____, 2014 by JAMES K. SCHOLL, City
Manager of the City of Key West on behalf of the City who is
personally known to me or who has produced _____
as identification.

Notary Public
State of Florida

My commission expires:_____

GRANTEE(S)

By: Karen Daniels, Managing Partner of FEG Co-Tenants

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
____ day of _____, 2014, by Karen Daniels, who is
personally known to me or who has produced _____
as identification.

Notary Public
State of _____

My commission expires:_____

SIGNATURES CONTINUE ON NEXT PAGE

GRANTEE

By: Sam G. Dickson, Manager of Mirador Del Mar, LLC

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
____ day of _____, 2014, by Sam G. Dickson, who is
personally known to me or who has produced _____
as identification.

Notary Public
State of _____

My commission expires: _____