

101 DUVAL STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016,
between the City of Key West, Florida (hereinafter Grantor) and
Sunset Plaza, Inc., as owner of property located at 101 Duval
Street, Key West, Florida (hereinafter the Grantee) (RE #
00000470-000000).

I. RECITALS

Grantee is owner of the property known as 101 Duval Street,
Key West, Florida, including an area in order to construct an
ADA railing, ramp and maintain the portion of existing brick
entry steps and planters along Duval Street and Front Street
that encroaches onto the Grantor's right-of-way. Portions of
Grantee's property encroaches 261.49 square feet, more or less,
onto the Grantor's right-of-way. Specifically:

Commencing at the intersection of the northeasterly right-
of-way of Duval Street with the southeasterly right-of-way of
Front Street as shown on said William A. Whitehead's Map of the
City of Key West and on the official right-of-way map by the
City of Key West Engineering Department, dated May 26, 1955;
thence N 55 degrees 51'26" E along the southeast right-of-way of
Front Street, 13.55 feet to the Point of Beginning; thence

continue N 55 degrees 51'26" E along said right-of-way line, 155.29 feet to the northeast line of lands described in Official Records Book 1228, Page 1546 of the Public Records of Monroe County, Florida; thence N 34 degrees 07'30" W along the northwesterly extension of said northeast line, 1.00 foot to a line being 1.00 foot northwesterly of and parallel with the southeasterly right-of-way line of Front Street; thence S 55 degrees 51'26" W along said parallel line, 155.29 feet; thence S 34 degrees 05'56" E, 1.00 foot to the Point of Beginning.

Said lands lying and being in Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 155.3 square feet (0.004 acre) more or less.

Together with:

A strip of land being a portion of Duval Street contiguous with a part of Lot 3, Square 7, according to the William A. Whitehead's map of the City of Key West, Monroe County, Florida, delineated on February 1829 described as follows:

Commencing at intersection of the northeasterly right-of-way of Duval Street with the southeasterly right-of-way of Front Street as shown on said William A. Whitehead's map of the City of Key West and on the official right-of-way map by the City of Key West Engineering Department, dated May 26, 1955; thence S 34 degrees 05'56" E along the northeast right-of-way of Duval

Street, 13.85 feet to the Point of Beginning; thence continue S 34 degrees 05'56" E along said right-of-way line, 84.05 feet; thence S 13 degrees 16'35" W, 1.68 feet; thence N 34 degrees 06'55" W, 66.90 feet; thence S 55 degrees 53'05" W, 0.88 feet; thence N 34 degrees 06'55" W, 0.13 feet; thence N 55 degrees 53'05" E, 0.80 feet; thence N 34 degrees 06'55" W, 16.83 feet; thence N 10 degrees 53'05" E, 1.89 feet to the Point of the Beginning.

Said lands lying and being in Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 106.2 square feet (0.002 acre) more or less.

Land described herein contains 261.49 square feet, more or less as specifically described and illustrated in the attached specific purpose survey dated April 1, 2016, drawn by Keith M. Chee-A-Tow of Avirom & Associates, Inc., (Copy attached hereto). This encroachment impedes marketability of the property.

II. CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 101 Duval Street, as more specifically described in the attached survey. The easement shall pertain to an area in order

to construct an ADA railing, ramp and maintain the portion of existing brick entry steps and planters along Duval Street and Front Street herein described, and not to any other encroachment. The granting of this easement is conditioned upon the following:

1. Prior to the easement becoming effective, the Grantee shall obtain Commercial General Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$1,000,000. Coverage must be provided by an insurer authorized to conduct business in the State of Florida and with terms and conditions consistent with the latest version of the Insurance Service Office's (ISO) latest filed Commercial General Liability form. Grantee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".
2. Tree Commission will need to issue permits for the removal of (3) Sabal Palms and the transplanting of (2) Spanish Stoppers that are included in the attached landscape plan.
3. 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 vote of the Key West City Commission.

5. The owner shall pay the annual fee of \$400.00 specified in Code Section 2-938(b) (3).
6. The owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment if the annual fee required by the Code of Ordinances is not paid.
7. The area in order to construct an ADA railing, ramp and maintain the portion of existing brick entry steps and planters along Duval Street and Front Street shall be the total allowed construction within the easement area.
8. The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
9. The City reserves the right to construct surface improvements within the easement area.
10. To the fullest extent permitted by law, the Grantee expressly agrees to indemnify and hold harmless the City of Key West, their respective officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damage.

III. CONSIDERATION

Grantee 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 further agrees to pay Grantor an annual fee for this easement in the total amount of \$400.00, payable annually on the anniversary date of the execution of this Easement Agreement, to the City of Key West. Failure to pay such annual fee and/or to conform with agreed upon additional conditions shall constitute grounds for the Grantor to terminate the easement.

IV. EASEMENT TERMINATION

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

Grantee 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 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 or its heirs, successors, or assigns to maintain liability insurance in a minimum amount of one million dollars (\$1,000,000.00) per occurrence, and any other insurance specifications set forth in this agreement, naming the City of Key West as 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 _____, 2016 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: Sunset Plaza, Inc., _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this
____ day of _____, 2016, by _____
for 101 Duval Street, who is personally known to me or who has
produced _____ as identification.

Notary Public
State of _____

My commission expires: _____

SKETCH & DESCRIPTION
FRONT STREET & DUVAL STREET
SQUARE 7
WILLIAM A. WHITEHEAD MAP OF KEY WEST

LEGAL DESCRIPTION:

A strip of land being the southeast 1.00 foot of Front Street contiguous with a part of Lots 2 and 3, Square 7, according to the William A. Whitehead's Map of the City of Key West, Monroe County, Florida, delineated on February, 1829 described as follows:

COMMENCING at the intersection of the northeasterly right-of-way of Duval Street with the southeasterly right-of-way of Front Street as shown on said William A. Whitehead's Map of the City of Key West and on the official right-of-way map by the City of Key West Engineering Department, dated May 26, 1955; thence N 55°51'26" E along the southeast right-of-way of Front Street, 13.55 feet to the POINT OF BEGINNING; thence continue N 55°51'26" E along said right-of-way line, 155.29 feet to the northeast line of lands described in Official Records Book 1228, Page 1546 of the Public Records of Monroe County, Florida; thence N 34°07'30" W along the northwesterly extension of said northeast line, 1.00 foot to a line being 1.00 foot northwesterly of and parallel with the southeasterly right-of-way line of Front Street; thence S 55°51'26" W along said parallel line, 155.29 feet; thence S 34°05'56" E, 1.00 foot to the POINT OF BEGINNING.

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Said lands lying and being in Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 106.2 square feet (0.002 acre) more or less.

NOT VALID WITHOUT SHEETS 1 - 3

REVISIONS			AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com <small>© 2014 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small>	JOB #:	9559-2
				SCALE:	1" = 10'
REVISED PER ENGINEER'S DESIGN	S.A.M. 03/15/2016			DATE:	10/24/2014
REVISED SKETCH & DESCRIPTION	S.A.M. 04/01/2016			BY:	K.M.C.
				CHECKED:	M.D.A.
				F.B.	PG.
				SHEET	1 OF 3

SKETCH & DESCRIPTION
FRONT STREET & DUVAL STREET
SQUARE 7
WILLIAM A. WHITEHEAD MAP OF KEY WEST

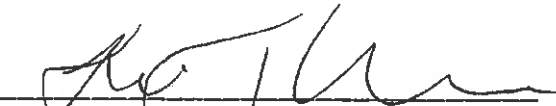
SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the northeast right-of-way line of Duval Street having a bearing of S 34°05'56" E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: C= Centerline; L.B.= Licensed Business; M.C.R.= Monroe County Records; NO.= Number; O.R.B.= Official Records Book; PG.= Page; P.L.S. = Professional Land Surveyor; P/O= Portion of; P.O.B.= Point of Beginning; P.O.C.= Point of Commencement; R/W= Right-of-Way; SQ. FT.= Square feet.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 04-01-2016

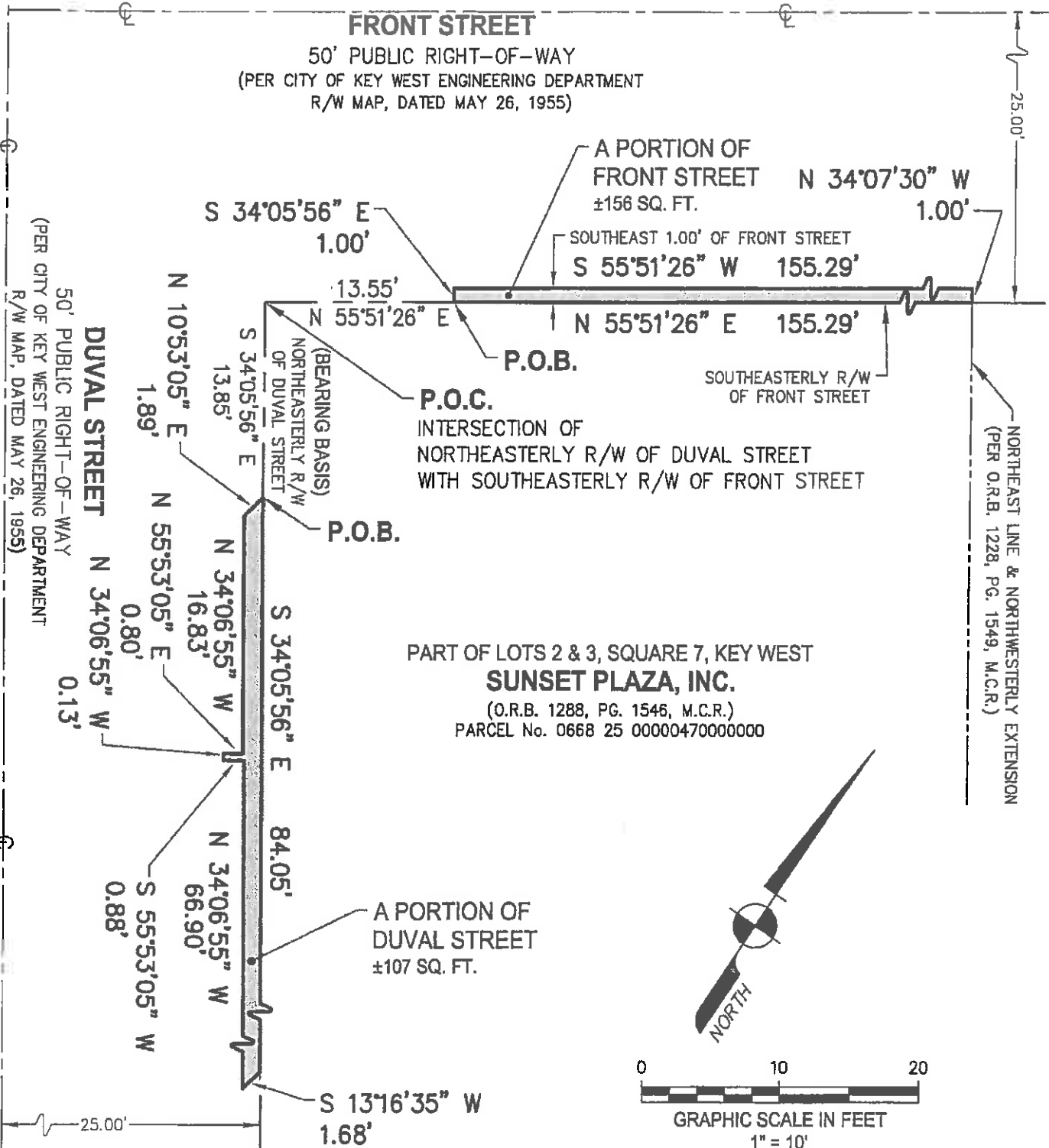

KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 - 3

REVISIONS			AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com <small>© 2014 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small>	JOB #:	9559-2
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				CHECKED:	M.D.A.
				F.B.	- PG. -
				SHEET	2 OF 3

SKETCH & DESCRIPTION FRONT STREET & DUVAL STREET

SQUARE 7
WILLIAM A. WHITEHEAD MAP OF KEY WEST



NOT VALID WITHOUT SHEETS 1 - 3

REVISIONS

REVISED PER ENGINEER'S DESIGN	S.A.M.	03/15/2016
REVISED SKETCH & DESCRIPTION	S.A.M.	04/01/2016



AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

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F.B.	PG.
SHEET	3 OF 3

7-1-16
Lawrence



7-1-16
Kawartha