

809 TERRY LANE

EASEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2016,
between the City of Key West, Florida (hereinafter Grantor) and
Historic Tours of America as owner of property located at 809
Terry Lane, Key West, Florida (hereinafter the Grantee) (RE #
00014050-000000).

I. RECITALS

Grantee is owner of the property known as 809 Terry Lane,
Key West, Florida, including an existing concrete wall along
Terry Lane that encroaches onto the Grantor's right-of-way.
Portions of Grantee's property encroach 22 square feet, more or
less, onto the Grantor's right-of-way. Specifically:

Point of Beginning. Land described herein contains 22
square feet, more or less as specifically described and
illustrated in the attached specific purpose survey dated
February 23, 2016, drawn by Frederick H. Hildebrandt of Island
Surveying 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 809 Terry Lane, as more specifically described in the attached survey. The easement shall pertain to the existing concrete wall along Terry Lane 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. The easement shall terminate upon the replacement of the structure.

3. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
4. The owner shall pay the annual fee of \$300.00 specified in Code Section 2-938(b).
5. 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.
6. The existing concrete wall shall be the total allowed construction within the easement area.
7. The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
8. The City reserves the right to construct surface improvements within the easement area.
11. 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 \$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 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: Historic Tours of America, _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this
____ day of _____, 2016, by _____,
for 809 Terry Lane, who is personally known to me or who has
produced _____ as identification.

Notary Public
State of _____

My commission expires: _____



N.T.S.




Part of

N.T.S.

This SPECIFIC PURPOSE SURVEY is intended to show all improvements along the Southwesterly Right-of-Way line of Terry Lane a distance of 63.33 feet in a Southeasterly direction from Petrina Street and continuing along Terry Lane in a Southeasterly direction for a distance of 84.00 feet. Survey has been prepared for the use of Historic Tours of America.

BM	Bench Mark	LB	Licensed Business
CB	Catch Basin	M	Measured
C	Center Line	N.T.S.	Not To Scale
CONC	Concrete	O.R.	Official Records
C.B.S.	Clean Out		Plot
CUP	Concrete Block Stucco	PB	Plot Book
D	Concrete Utility Pole	P.O.B.	Point of Beginning
F.F.L.	Dead	P.O.C.	Point of Commencement
FD	Finished Floor Elevation	SB	Right of Way
FD	Found	SIP	Set Iron Pipe
FBK	Found Iron Bar	SPK	Set Nail And Disc
FRS	Found Iron Rod		
	Ingraving		

Historic Towns of America		Dwn. No.:	
Terry Lane, Key West, Fl. 33040		16-142	
Specific Purpose Survey		Dwn. By: F.H.H.	
Southwesterly Right-of-Way Line		Road Elev. -	
Scale 1"=10'		Food parcel No.	
220' x 151.6' K		151.6' K	
Date: 9/23/02		1988 Zone: X	
REVISIONS AND/OR ADDITIONS			
2/23/16: Updated, specific purpose, improvements along Terry Lane, revision table reflects specific purpose survey only			
north-east boundary located at Monocirco			



ISLAND SURVEYING INC.

ENGINEERS PLANNERS SURVEYORS

(202) 253-0466
(304) 243-0257
frilland@earthouth.net
L.B. No. 7700

1312 Northside Drive
Suite 201
Key West, FL 33540

SURVEYOR'S NOTES:
North arrow based on assumed median
Bearing based on R/W Terry Lane 3.4
denotes existing elevation Elevations
based on N.G.V.D. 1929 Datum Bayou
Bench Mark No.: Basic Elevation: 14.324*
Title search has not been performed on
said or surrounding properties

Field Work performed on: 2/22/18

I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief, and that I am duly qualified to perform such surveys according to the technical standards adopted by the Florida Board of Land Surveyors, Chapter 60G-28, F.A.C., and the American Land Title Association, Section 472.027, and the American Land Title Association, Section 472.027, and there are no visible encroachments unless shown hereon.

FREDERICK W. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida



NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE