

**832 CAROLINE STREET**

**EASEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016,  
between the City of Key West, Florida (hereinafter Grantor) and  
Ronald K. Heck, Therese Heck, Cobb Family Limited Partnership,  
as owner of property located at 832 Caroline Street, Key West,  
Florida (hereinafter the Grantee) (RE # 00003100-000000).

**I. RECITALS**

Grantee is owner of the property known as 832 Caroline  
Street, Key West, Florida, including an area in order to  
maintain and renovate an existing overhang along Caroline Street  
and Margaret Street that encroaches onto the Grantor's right-of-  
ways. Portions of Grantee's property encroaches 480.74 square  
feet, more or less, onto the Grantor's right-of-way.  
Specifically:

Commence at the intersection of the southeasterly Right-of-  
Way line of Caroline Street and the Southwesterly Right-of-Way  
line of Margaret Street; thence in a Southwesterly direction  
along the said Right-of-Way line of Caroline Street for a  
distance of 36.57 feet; thence at a right angle and in a  
Northwesterly direction along the edge of an awning for a  
distance of 7.00 feet; thence at a right angle and in a

Northeasterly direction along the edge of an awning for a distance of 37.85 feet; thence at angle of a right angle and in a Northeasterly direction along the edge of an awning for a distance of 37.85 feet; thence at angle of 90 degrees 7'19" to the left and in a Southeasterly direction and along the edge of an awning for a distance of 37.30 feet; thence at a right angle and in a Southwesterly direction and along the edge of an awning for a distance of 7.27 feet to the said Southwesterly Right-of-Way Line of Margaret Street; thence at a right angle and in a Northwesterly direction along the said Southwesterly Right-of-Way Line of Margaret Street for a distance of 60.75 feet to the Point of Beginning.

Land described herein contains 480.74 square feet, more or less as specifically described and illustrated in the attached specific purpose survey dated September 12, 2014, Frederick H. Hildebrandt, PSM 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 832 Caroline Street, as more specifically described in the attached survey. The easement shall pertain to an area in order

to maintain and renovate an existing overhang along Caroline and Margaret Streets 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 removal of the awning overhang.
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 \$400.00 specified in Code Section 2-938(b) (3) .

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 area in order to renovate an existing overhang along Caroline and Margaret Streets 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.
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 the 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 removal of the awning overhang.

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: Ronald K. Heck, Therese Heck, Cobb Family Limited  
Partnership,\_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_,  
for 832 Caroline Street, who is personally known to me or who  
has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_

My commission expires:\_\_\_\_\_