

618 CATHOLIC LANE

EASEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2018,
between the City of Key West, Florida (hereinafter Grantor) and
Michael L. Moschel as owner of property located at 618 Catholic
Lane, Key West, Florida (hereinafter the Grantee) (RE #
00010960-000000).

I. RECITALS

Grantee is owner of the property known as 618 Catholic
Lane, Key West, Florida, including an existing portion of a
pool, a four foot high waterfall, an outdoor shower with deck,
bamboo fencing, landscaping, and brick pavers on Cates Lane that
encroaches onto the Grantor's right-of-way. Portions of
Grantee's property encroach 257 square feet, more or less, onto
the Grantor's right-of-way.

Commencing at the intersection of the Southeasterly right
of way line of an alleyway, known as Cates Lane, with the
Southwesterly right of way line of Frances Street and run thence
Southwesterly along the Southeasterly right of way line of the
said Cates Lane for a distance of 161.25 feet to a point, said
point being on the Northeasterly face of an existing wood fence,
said point also being the Point of Beginning: thence continue

Southwesterly along the Southeasterly right of way line of the said Cates Lane for a distance of 39.19 feet to a point, said point being on the dividing line between Lots 2 and 3 of said Square 56; thence Northwesterly with a deflection angle of 90 degrees 07'55" to the right and along the said dividing line for a distance of 6.90 feet to the Southeasterly face of an existing wood fence; thence Northeasterly with a deflection angle of 90 degrees 53'30" to the right and along the Southeasterly face of said wood fence for a distance of 39.40 feet; thence Southeasterly with a deflection angle of 91 degrees 02'17" to the right and along the said Northeasterly face of said wood fence for a distance of 6.20 feet back to the Point of Beginning, containing 257 square feet, more or less as specifically described and illustrated in the attached specific purpose survey dated January 4, 2018 by J. Lynn O'Flynn of J. Lynn O'Flynn, 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 618 Catholic Lane, as more specifically described in the attached survey. The easement shall pertain to the existing portion of a pool, a four foot high waterfall, an outdoor shower

with deck, bamboo fencing, landscaping, and brick pavers along Cates 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 Personal Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$300,000. 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 Homeowners or Personal Lines form.
2. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
3. The owner shall pay the annual fee of \$400.00 specified in Code Section 2-938(b) (3).
4. 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.
5. The area in order to maintain an existing portion of a pool, a four foot high waterfall, an outdoor shower with deck, bamboo fencing, landscaping, and brick pavers along Cates Lane shall be the total allowed construction within the easement area.

6. The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
7. The City reserves the right to construct surface improvements within the easement area.
8. 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 removal of the existing portion of the pool, the four foot waterfall, the outdoor shower with deck, the bamboo fencing, the landscaping, and the brick pavers.

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.

Prior to the easement becoming effective, the Grantee shall obtain Personal Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$300,000. 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 Homeowners or Personal Lines form.

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
STATE OF FLORIDA)
COUNTY OF MONROE)

JAMES K. SCHOLL, CITY MANAGER

The foregoing instrument was acknowledged before me this
____ day of _____, 2018 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: Michael L. Moschel, _____
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
____ day of _____, 2018, by
_____, for 618 Catholic Lane, who is
personally known to me or who has produced _____
as identification.

Notary Public

State of _____

My commission expires:_____