

EASEMENT
AGREEMENT

This agreement made this _____ day of _____, 2020,
between the City of Key West, Florida (hereinafter Grantor) and Robert F. Sharpe, Jr., an
authorized person to represent Fleming Street Faith Center, INC, a Florida Non-Profit
Corporation, for property located at 729 Fleming Street, Key West, Florida (hereinafter the
Grantee) (RE # 00006000-000000).

I. RECITALS

Grantee is the Owner of the property known as 729 Fleming Street, Key West, Florida,
including areas for two (2) proposed ADA accessible ramps. One (1) ADA accessible ramp
from an existing concrete curb and ramp that extends onto Fleming Street onto the Grantor's
right-of-way and one (1) ADA accessible ramp from an existing concrete curb/planter that
would extend onto William Street onto the Grantor's right-of-way. Portions of Grantee's
property would extend a total of 47.0 square feet, more or less, onto the Grantor's Rights-of-
Way, specifically:

A portion of William Street right-of-way, on the island of Key West according to WM.A.
Whitehead's map of said island delineated in February, 1829 A.D. Begin at the Northern most
corner of land described in official records book 2577, page 1855 Monroe County, Florida;
thence southeasterly along the southwesterly right of way line of William Street (the
northeasterly line of said land) south 45 degrees 00'00" 19.21 feet; thence north 45 degrees
06'33" east, 1.70 feet; thence north 46 degrees 49'54" west, 19.23 feet; thence south 45

degrees 00'00" west, 1.08 feet back to the point of beginning.

Land described herein contains 27.0 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated April 22, 2020, drawn by Robert E. Reece, PSM, (Copy attached hereto). This encroachment impedes marketability of the property.

A portion Fleming Street right-of-way, on the island of Key West according to WM. A. Whitehead's map of said island delineated in February, 1829 A.D. Commence at the southernmost corner of land described in official records book 2577, page 1855 Monroe County, Florida; thence northeasterly along the northwesterly right-of-way line of Fleming Street (the southeasterly line of said land) north 45 degrees 00'00" east, 19.22 feet to the point of beginning; thence continue along the northwesterly right-of-way line of Fleming Street north 45 degrees 00'00" east, 23.50 feet; thence south 44 degrees 53'27" east, 0.86 feet; thence south 45 degrees 06'33" west, 23.50 feet; thence north 44 degrees 53'27" west, 0.82 feet back to the point of beginning.

Land described herein contains 20.0 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated May 14, 2020, drawn by Robert E. Reece, PSM, (Copy attached hereto). This encroachment impedes marketability of the property.

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 729 Fleming Street, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to construct one (1) ADA accessible ramp that would extend onto the Williams Street right-of-way, and one (1) ADA accessible ramp that would extend onto the Fleming Street right-of-way herein described, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. The easement shall terminate with the removal of the two (2) ADA accessible ramps.
2. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
3. The Grantee shall pay the annual fee of \$300.00 specified in code Section 2-938(b)(2).
4. Grantee 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. 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 \$1,000,000.00. 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".

6. Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".
7. The easement areas 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 or sub-surface improvements within the easement areas.
9. The areas to construct two (2) ADA accessible ramps onto Fleming and Williams Streets rights-of-way shall be the total allowed 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.

II. CONSIDERATION

Grantee agree 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.

III. 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 two (2) ADA accessible ramps.

The easement shall terminate upon the removal of the two (2) ADA accessible ramps.

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 encroachments 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 incident and any other insurance cover 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

GREGORY W. VELIZ, CITY MANAGER

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of _____, 2020 by GREGORY W. VELIZ, 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

By: Fleming Street Faith Center, Inc.,
A Florida Non-Profit Corporation, _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this day of 2020, by _____ for 729 Fleming Street, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: