

224 DUVAL STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016,
between the City of Key West, Florida (hereinafter Grantor) and
Wade Ferrel ,as owner of property located at 224 Duval Street,
Key West, Florida (hereinafter the Grantee) (RE # 00001380-
000000).

I. RECITALS

Grantee is owner of the property known as 224 Duval Street,
Key West, Florida, including a part of the second story balcony
that encroaches onto the Grantor's right-of-way. Portions of
Grantee's property encroaches 448 square feet, more or less,
onto the Grantor's right-of-way. Specifically:

A parcel of land on the Island of Key West and is part of
the Right-of-Way of Duval and Caroline Streets adjacent to Lot
One (1) in Square Fifteen (15) according to William A.
Whitehead's map of said Island delineated in February, A.D.
1829, said parcel being described by metes and bounds as
follows: BEGIN at the intersection of the Northwesterly right of
way line of Caroline Street with the Southwesterly right of way
line of Duval Street and run thence Northwesterly along the
Southwesterly right of way line of the said Duval Street for a

distance of 47.50 feet to the Northwesterly face an existing balcony of a Two Story Concrete Block Structure; thence Northeasterly and at right angles along said balcony for a distance of 4.80 feet; thence Southeasterly and at right angles along said balcony for a distance of 47.50 feet to a curve, concave to the West and having for its elements a radius of 4.80 feet and a central angle for 90 degrees, thence Southerly along the arc of said curve, and along the said balcony, for an arc distance of 7.54 feet to the end of said curve; thence Southwesterly and along the said balcony for a distance of 41.60 feet; thence Northwesterly and at right angles along said balcony for a distance of 4.88 feet to the Northwesterly right of way line of the said Caroline Street; thence Northeasterly with a deflection angle of 90 degrees 06'57" to the right and along the Northwesterly right of way line of the said Caroline Street for a distance of 41.60 feet back to the Point of Beginning.

Land described herein contains 448 square feet, more or less as specifically described and illustrated in the attached specific purpose survey dated July 28, 2016, drawn by J. Lynn O'Flynn, PSM 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 224 Duval Street, as more specifically described in the attached survey. The easement shall pertain to the second story balcony along Duval 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. During renovation, plans must show protection of the City Sabal Palms located near the proposed work areas.
3. The easement shall terminate upon the removal 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 existing second story balcony along Duval 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 removal 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: Wade Ferrel, _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, for 224 Duval Street, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: _____