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Filed \& Recorded in Official Records of BkH 2503 Pg\# 884 MONROE COUNTY DANNY L. KOLHAGE

RESOLUTION NO. $10-136$

## 712-716 EISENHOWER DRIVE EASEMENT

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN EASEMENT OF 3, 200 SQUARE FEET TO ADDRESS THE ENCROACHMEENT OF EXISTING STRUCTUURES AND SURROUNDING PROPERTY TO A MULTIPLE-FAMILY RESIDENTIAL STRUCTURE LOCATED AT 712714716 EISENHOWER DRIVE (RE\#00023300-000000); PROVIDING FEES AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission seeks to preserve and promote affordable housing opportunities for local residents; and

WHEREAS, the property at 712714716 Eisenhower Drive currently provides 11 affordable housing units, and granting an easement would encourage the property owner(s) to preserve the affordable housing use for the future; and

WHEREAS, the City Commission has recommended this site to the Monroe County Land Authority, which is reviewing the feasibility of purchasing the property to ensure its ongoing status as affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMTSSION OF THE CTTY OR KEY WEST, ELORIDA, AS FOLLOWS:

Section 1: That an easement of approximately 3,200 square feet for the real property described in the attached specific Page 1 of 3

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purpose survey prepared by Island Surveying, Inc. dated February 16, 2010 is granted subject to the execution of an easement agreement acceptable to the City Attorney, incorporating conditions described in section 2 below.

Section 2: That the following conditions shall apply to the grant of easement: (1) The easement shall terminate upon the replacement of the structure and there shall be no expansion or further encroachments in the easement area. (2) That the City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission. (3) That the owner shall pay the yearly fee specified in Code of ordinances section 2938, as may be amended from time to time. (4) That the owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment(s) if the yearly fee required by the Code of Ordinances is not paid. (5) That the easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of one hundred thousand dollars (or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver) naming the City as an additional insured for that portion of real property which is the subject of this easement. (6) That approval of the easement is contingent upon deed-restricted, affordable use of the units onsite. (7) That the city reserves the right to construct an ADA compliant sidewalk and stormwater improvements within the easement
area. (8) That the easement area cannot be used in site size calculations such as lot, yard, and bulk calculations for site development.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of April_, 2010.

Authenticated by the presiding officer and clerk of the Commission on $\qquad$ , 2010.

Filed with the Clerk $\qquad$ , 2010.


ATTEST:

## EASEMENT AGREEMENT

THIS AGREEMENT made this $13^{\pi}$ day of cionuary 2010, between the City of Key West, Florida (hereinafter Grantor) and Robert $T$. Feldman, as Personal Representative of the Estate of Robert William Townshend, deceased, owner(s) of property located at 712714716 Eisenhower Drive, Key West, FL (hereinafter the Grantee) (RE\# 00023300-000000).

## RECITALS

Grantee is owner of the property known as 712-716 Eisenhower Drive, Key West, Florida, including part of a structure that encroaches onto the Grantor's right-of-way. Specifically, portions of Grantee's property, including existing porch, roof eaves and steps encroach onto the Grantor's right-of-way: Specifically, those certain portions of the building and wood deck on the Eisenhower Drive $a / k / a$ salt Pond Road side of the property, as more specifically described and illustrated in the attached specific purpose survey dated February 16,2010 survey by Island Surveying Inc., and also described as parcels " $D$ " and "E" in a boundary survey dated January 26, 2010 by Island Surveying Inc. (Copies attached hereto). This encroachment impedes marketability of the property.

## CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to Grantee an

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easement for building encroachments, at the property located at 712 714716 Eisenhower Drive, as more specifically described in the attached survey. The easement shall pertain to the building, accessory structures and surrounding property encroachment (s) herein described, and not to any other encroachment. The grant of this easement is conditioned upon the following: (1) That the easement shall terminate upon the replacement of the structure and there shall be no expansion or further encroachments in the easement area. (2) That the City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key west City Commission. (3) That the owner shall pay the yearly fee specified in Code of Ordinances section $2-938$, as may be amended time to time. (4) That the owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment (s) if the yearly fee required by the Code of Ordinances is not paid. (5) That the easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of one hundred thousand dollars (or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver) naming the City as an additional insured for that portion of real property which is the subject of this easement. (6) That approval of the easement is contingent upon deedrestricted, affordable use of the units on-site. (7) That the city reserves the right to construct an $A D A$ compliant sidewalk and
stormwater improvements within the easement area. (8) That the easement area cannot be used in site size calculations such as lot, yard, and bulk calculations for site development. There shall be no additional construction related to this encroachment.

## II. CONSIDERATION

Grantee agrees to pay to Grantor a processing fee in the amount of $\$ 1,000.00$, together with 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 rental 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 rental 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 improvements in the ordinary course of maintenance.

The easement shall terminate upon the replacement of the structure.

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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 rental 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 hundred thousand dollars $(\$ 100,000.00)$, or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver, naming the City of Key West as an 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, theix heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement the date above written.


CHERYL SMITH, CITY CLERK

JAMES K. SCHOLL, CITY MANAGER

## STATE OF FLORIDA )

 COUNTY OF MONROE )The foregoing instrument was acknowledged before me this $13^{\text {th }}$ day of Jahceary , 2011 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
Ono Amanda Willett-Ramirez
Commission \#DD892648
Expires: MAX 2S, 2013
BONDED THRU ATE ANTIC BONDMaN CO, MC
My commission expires Nay 25, 2013


## GRANTEE



Robert u. Feldman, as Personal Representative Of the Estate of Robert William Townshend, deceased

STATE OF Florida,
COUNTY OF $\qquad$ )

The foregoing instrument was acknowledged before me this 13 xh day of January , 2011, by Robert T. Feldman, as Personal Representative for the Estate of Robert William Townshend, deceased, who is personally known to me or who has produced


My commission expires: $711 / 2014$





Area between Plotted $n / W$ and Exieking R/wi

A percel of tard on the laiand of Key Went known as part of Lat in Lot 2, of Squaru iz, in this Pubife


 git of strut tor 150.09 feet to the plotbad Fight-of-Way Une of Ememhower Drow ond the Point of






Morthwowterk right-of-Way line of tewton Stre

## CERTIFICATION:

I HEREEY CERTIFY that the /attached Specific Purpose Survey
is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adoptef by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Secfon 472.027, and the American Land Title Association, and that there are no visib/\& encogochments unless shown hereon.

FREDERICK H. HILOEBRANDT
Professional Land Surveyor 妾 Mopper No. 2749
Professional Engineer No. 36810
State of Forido NOT VALIO UNLESS EMBOSSED WITH RAISED SEAL \& SIGNATURE
Block 91
Monroe County Land Authority 716 Eisenhower Drive, Key West, Flórida 33040 .

| Specific Purpose Survey |  | pwn No.: |
| :--- | :--- | :--- |
| Area between Platted $R /$ \& Existing $R / W$ | $10-129$ |  |



## ISLAND SURVEYING INC. 

3152 Northside Drive
Suite 201
Key West, Fl. 33040
(305) $293-0466$
Fax 305 ) 293-0237
fhide61 ©belisouth.net

3152 Northside Drive
Site 201
(305) 293-0466
thildeb16beilsouth.net



$3$


CONMENCE of the intersection of the Northeosterly right of woy line of Peorl Street ond the Northwesterly
right of woy line of Newton Street and run thence $\mathrm{N}^{41^{\prime}} 27^{\prime} 42^{\prime \prime} \mathrm{W}$ ciong the Northeastarly right of way line of
 being the Point of Beginning; thence continue $N 41 \cdot 27^{42}$ W along the Northeasterly right of way ine of sook 1045, ot Page 2485, of the soid Publice Records; thence $N 44^{\prime 5} 58^{\circ} 00^{\circ} \mathrm{E}$ and along the Northwesterly boundary ine of the said lands described in officiol Record Borence $N^{\prime \prime} 44^{*} 58^{\prime} 00^{\prime \prime} \mathrm{E}$ for a distance of 92.33 feet to the
 Rood os platted ond shown in the said dicgrom, for a distonce of 2.81 feet to the Southecsterly corner of
 of 150.00 feet bock to the Point of Beginting. Doct 1822961
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[^0]


[^0]:    Porcel " O ": (Area between Ploted $\mathrm{K} / \mathrm{W}$ and Existing $\mathrm{R} / \mathrm{W}$ ):
    Prepored by undersigned:
    A parcel of lond on the island of Key West, known os port of Lot $1 \&$ Lot 2 , of Square 1, Tract 7 ,
    occording to Albury's subbivision of part of Troct 7 , as recorded in Deed Book "1", Page 23 sin , in the Public
    Records of Monroe County, Florida, said parcel beling more particuicrly described as follows:
    COMMENCE at the intersection of the Northeasterly Right of Way Line of Pearl Street ond the Northwesterly
     Beginning; thence continue $N{ }^{44^{*} 59^{\prime} ' s 3^{\prime} \text { E } E \text { olong the said Northwesterly Right-ot-Way Line of Newton Street for }}$ $4^{35} 44^{\prime \prime} 07^{\prime \prime}$ W olong the soid Southwesterly Right-of-Way Line of Eisenhower Drive as existing ond constructed for 98.90 feet; thence S $44^{\circ} 58^{\prime} 000^{\prime \prime} \mathrm{W}$ for 29,48 feet to the plotited Right-on-Way
    thence $\mathrm{N} 41.24^{\prime 2} 22^{\prime \prime}$ E along the soid platted Right-of-Way line of Eisenhower Drive for 99.02 feet to the said Northwesterly right-of-Way line of Newton Street and the Point of Beginning.
    Containg 3200.21 squore feet, more or less.

