

**524 SOUTHARD STREET**  
**EASEMENT**  
**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
between the City of Key West, Florida (hereinafter Grantor) and 524 Southard Street, LLC, Trustees, for  
property located at 524 Southard Street, Key West, Florida (hereinafter the Grantee) (RE # 00012250-  
000000).

**I. RECITALS**

Grantee is the owner of the property known as 524 Catherine Street, Key West, Florida,  
including a .55 feet of exterior front elevation and 18.4 feet linear length which includes a portion of  
the wall with a flashing cap, molding, and storefront windows within a one-story concrete block  
structure that extends onto Southard Street onto the Grantor's right-of-way. Portions of Grantee's  
property would extend 10.12 square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

Legal Description:

On the Island of Key West and is part of Lot 2, Square 61 according to William A. Whitehead's  
map of said island delineated in 1829 and is more particularly described as follows: From the  
intersection of the southwesterly line of Simonton Street and the southeasterly line of Southard Street  
go southwesterly along the southeasterly line of Southard Street a distance of 160.58 feet to a point  
which point is the point of beginning; thence continue southwesterly along the southeasterly line of  
Southard Street a distance of 18.40 feet to a point; thence southeasterly and at right angles a distance  
of 162.00 feet to a point. Thence northeasterly and at right angles a distance of 18.40 feet to a point;  
thence northwesterly and at right angles a distance of 162.00 feet back to the Point of Beginning.

And: (Easement Agreement with the City of Key West, Florida):

On the Island of Key West and is part of Lot 2, Square 61 according to William A. Whitehead's map of said island delineated in 1829 and is more particularly described as follows: From the intersection of the southwesterly line of Simonton Street and the southeasterly line of Southard Street go southwesterly along the southeasterly line of Southard Street a distance of 160.58 feet to the Point of Beginning; thence continue southwesterly along the southeasterly line of Southard Street and through and existing C.B.S structure a distance of 18.40 feet; thence northwesterly at right angles out from the face of said existing C.B.S. structure a distance of 0.55 feet; thence northeasterly at right angles and parallel to the southeasterly line of Southard Street and along the face of said existing C.B.S. structure a distance of 18.40 feet; thence southeasterly at right angles a distance of 0.55 feet back to the Point of Beginning. Containing 10.12 square feet.

Land described herein contains 10.12 square feet, more or less, as specifically described, and illustrated in the attached specific purpose survey dated October 21, 2019, drawn by Eddie A. Martinez, P.S. of Monroe County Surveying & Mapping, Inc, (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 524 Southard Street, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to maintain .55 feet of exterior front elevation and 18.4 feet linear length which includes a portion of the wall with a flashing cap, molding, and storefront windows onto the Southard 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 .55 feet of exterior front elevation and 18.4 feet linear length which includes a portion of the wall with a flashing cap, molding, and storefront windows.
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 \$200.00 specified in code Section 2-938(b)(1).
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 Owners shall obtain Commercial General Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$300,000.00. 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. Grantees 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 subject area includes .55 feet of exterior front elevation and 18.4 feet linear length which includes a portion of the wall with a flashing cap, molding, and storefront windows onto Catherine Street right-of-way and 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 damages.

## 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 \$200.00, 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 .55 feet of exterior front elevation which includes a portion of the wall with a flashing cap, molding, and storefront windows.

The easement shall terminate upon the removal of the .55 feet of exterior front elevation and 18.4 feet linear length which includes a portion of the wall with a flashing cap, molding, and storefront

windows.

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 three hundred thousand dollars (\$300,000.00) 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 \_\_\_\_\_, 2021 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: 524 Southard Street, LLC, Trustees, \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this day of \_ 2021, by \_\_\_\_\_ for 524 Southard Street, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

My commission expires: