

**EASEMENT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Key West, Florida (hereinafter Grantor) and Key West Lodge #1760 Loyal Order of Moose Inc, the owner of the property located at 700 Eisenhower Drive, Key West, Florida (hereinafter the Grantee) (RE #00023310-000000).

**I. RECITALS**

Grantee is the Owner of the property known as 700 Eisenhower Drive, Key West, Florida. As depicted on the legal description sketch, the applicant has requested an easement agreement to maintain the front portion of an existing historic structure, two (2) air-conditioning units, a wooden deck, utility meters, and a portion of a fenced-in side yard. The requested easement area encroaches 1,280.41 square feet, more or less, onto City owned property. Portions of Grantee's property would extend a total of 1,280.41 square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A Parcel of land on the Island of Key West, lying within the public Right-Of-Way of Eisenhower Drive as constructed and existing on February 23,2023 and lying immediately adjacent to Lot 1 of Square 1, Tract 7, according to Ben Albury's Subdivision of Tract 7, as recorded in Deed Book "1", Page 389, in the Public Records of Monroe County, Florida, said parcel

being more particularly described as follows, To-Wit:

Commence at the intersection of the Southeasterly Right-Of-Way line of Angela Street and the Southwesterly Right-Of-Way line of Eisenhower Drive as constructed and existing on February 23, 2023, thence  $S41^{\circ}27'42''E$  along said Southwesterly Right-Of-Way line of Eisenhower Drive as constructed and existing on February 23, 2023 for a distance of 12.18 feet to a point on the Northwesterly face of an existing ground level concrete block building, said points being the Point of Beginning; thence  $N45^{\circ}21'16''E$  along said Northwesterly face for a distance of 26.17 feet to the Northwesterly corner of said ground level concrete block building; thence  $S44^{\circ}38'44''E$  along the Northeasterly face of said ground level concrete block building for a distance of 42.76 feet to the Northeasterly corner of said ground level concrete block building; thence  $S45^{\circ}21'16''W$  along the Southeasterly face of said ground level concrete block building for a distance of 2.50 feet to a point on the Northeasterly edge of an existing wood deck; thence  $S44^{\circ}38'44''E$  along said Northeasterly edge for a distance of 4.00 feet to the Northeasterly corner of said wood deck; thence  $S45^{\circ}21'16''W$  along the Southeasterly edge of said wood deck for a distance of 5.00 feet to the Southeasterly corner of said wood deck; thence  $N44^{\circ}38'44''W$  along the Southwesterly edge of

said wood deck for a distance of 4.00 feet to a point on the Southeasterly face of an existing ground level concrete block building; thence S45°21'16"W along said Southeasterly face for a distance of 2.00 feet to a point; thence S45°21'15"W for a distance of 6.—feet to a point; thence N44°38'44"W for a distance of 3.00 feet to a point on the Southeasterly face of an existing ground level concrete block building; thence S45°21'16"W along said Southeasterly face for a distance of 5.58 feet to a point on the Northeasterly face of an existing wood fence; thence S44°38'44"E along said Northeasterly face for a distance of 9.59 feet to the point of intersection with an existing chain link fence; thence S48°42'22"W along said chain link fence for a distance of 8.00 feet to a point on the Southwesterly Right-Of-Way line of Eisenhower Drive as constructed and existing on February 23, 2023; thence N41°27'42"W along said Southwesterly Right-Of-Way line for a distance of 51.96 feet back to the Point of Beginning. Said parcel of land contains 1,280.41 Square Feet, more or less.

The Grantor hereby agrees to grant and convey to the Grantee an easement for existing encroachments at the property located at 700 Eisenhower Drive, as more specifically described in the attached legal description sketch. The easement shall

pertain to addressing the encroachments to maintain the front portion of an existing historic structure, two (2) air-conditioning units, one (1) wooden deck, utility meters, and a portion of a fenced-in side yard described herein, 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 structures.
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 \$400.00 specified in code Section 2-938(b)(3).
4. The 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 \$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. The Grantee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".

6. The easement areas 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 or sub-surface improvements within the easement areas.
8. The areas to maintain the following existing structures/yard items: the front of the historic structure, wooden deck, utility meters, two (2) air-conditioning units, and the portion of the fenced-in side yard over City-owned property described in the attached legal description shall be the total allowed within the easement area.
9. 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 caused by or resulting from the Grantee's improvement in the easement area.
10. The Grantee shall maintain the mural on the façade of the concrete block structure in a state of good repair.

11. The Grantee shall maintain the historic structure in good repair; maintenance shall include, but not be limited to, repairing any spalling in the exterior concrete block walls.
12. The Grantee shall be responsible for the maintenance of the Royal Poinciana tree located within the side yard of the property.
13. The Grantee shall maintain the adjacent side yard as an accessible, debris free pathway for emergency personnel.
14. The Grantee shall upkeep the portions of the side yard adjacent to the requested easement area, including mowing or weed whacking any overgrowth that could pose as a threat to the health, safety, or general welfare of nearby residents.
15. Individual picket repair shall be permitted; however, voluntary reconstruction of the picket fence shall be within the Grantee's private property. In the event the Grantee reconstructs the picket fence the Grantee shall only reconstruct a picket fence in the same form as what currently exists.

## II. 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. The Grantee further agrees to pay the 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.

### III. EASEMENT TERMINATION

The Grantee agrees that the improvements located on the Easement shall not be enlarged or expanded.

The Grantee shall have the right to repair and maintain the historic structure, wooden deck, utility meters, air-conditioning units, or the wooden fence.

The easement shall terminate upon the removal of all improvements located within the easement area.

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 on the date written above.

ATTEST:

CITY OF KEY WEST:

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CHERYL SMITH, CITY CLERK

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ALBERT CHILDRESS, CITY MANAGER

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence, or [ ] online



notarization, this day of \_\_\_\_\_ day of

\_\_\_\_\_, 2023, by

\_\_\_\_\_,'

authorized person of \_\_\_\_\_

on behalf of the Company.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

My commission expires:

GRANTEE

By: George Esbensen, President of Key West Lodge #1760 Loyal

Order of Moose Inc, \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this

\_\_ Day of \_\_\_\_\_, 2023 by \_\_\_\_\_

for 700 Eisenhower Drive, who is personally known to me

or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:

State of \_\_\_\_\_