

600 WHITE STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017,
between the City of Key West, Florida (hereinafter Grantor) and
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida, as owner of property located at 600 White
Street, Key West, Florida (hereinafter the Grantee) (RE #
00010290-000000).

I. RECITALS

Grantee is owner of the property known as 600 White Street,
Key West, Florida, including an area in order to maintain and
restore an existing two-story structure, second story balcony,
and first floor staircase that encroaches both Southard and
White Street onto the Grantor's right-of-way. Portions of
Grantee's property encroaches 220.33 square feet, more or less,
onto the Grantor's right-of-way. Specifically:

Commence at the intersection of the Southeasterly Right-of-
Way Line of Southard Street and the Southwesterly Right-of-Way
Line of White Street; thence in a Southeasterly direction along
the said Southwesterly Right-of-Way Line of White Street for a
distance of 10.60 feet to the Point of Beginning; thence at a
right angle and in a Northeasterly direction along the edge of a

stair for a distance of 1.28 feet; thence at a right angle and in a Southeasterly direction and along the stairs for a distance of 1.80 feet; thence at a right angle and in a Northeasterly direction and along the edge of a overhead balcony for a distance of 1.50 feet; thence at a right angle and in a Southeasterly direction along the said overhead balcony for a distance of 15.70 feet; thence at a right angle in a Southwesterly direction and along the said balcony for a distance of 1.50 feet to the edge of a stair; thence at a right angle and in a Southeasterly direction and along the stair for a distance of 1.80 feet; thence at a right angle and in a Southwesterly direction for a distance of 1.28 feet to the said Southwesterly Right-of-Way Line of White Street; thence at a right angle and in a Northwesterly direction and along the said Southwesterly Right-of-Way Line of White Street for a distance of 19.30 feet to the Point of Beginning. Containing 47.50 square feet, more or less.

Commence at the intersection of the Southeasterly Right-of-Way Line of Southard Street and the Southwesterly Right-of-Way Line of White Street; thence in a Southwesterly direction along the said Southeasterly Right-of-Way Line of Southard Street for a distance of 1.85 feet to the Point of Beginning; thence continue in a Southwesterly direction along the said Southeasterly Right-of-Way Line of Southard Street for a

distance of 77.85 feet; thence at a right angle and in a Northwesterly direction and along the edge of the overhead eaves for a distance of 2.22 feet; thence at a right angle and in a Northeasterly direction for a distance of 77.85 feet; thence at a right angle and in a Southeasterly direction and along the eaves for a distance of 2.22 feet to the said Southeasterly Right-of-Way Line of Southard Street and the Point of Beginning. Containing 172.83 square feet, more or less.

Land described herein contains a total of 220.33 square feet, more or less as specifically described and illustrated in the attached specific purpose survey dated November 10, 2016, drawn by Frederick Hildebrandt of Island Surveying 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 600 White Street, as more specifically described in the attached survey. The easement shall pertain to an area in order to maintain and restore the existing two-story structure, second story balcony, and first floor staircase along Southard and White 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's Lessee 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. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
3. The owner shall pay the annual fee of \$400.00 specified in Code Section 2-938(b) (3) provided the State funds are available for the initial easement period. The State of

Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature.

4. The area in order to maintain and restore the existing two-story structure, second story balcony, and first floor staircase along Southard and White Street shall be the total allowed construction within the easement area.
5. The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
6. The City reserves the right to construct surface improvements within the easement area.
7. 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 require any lessee of the property to pay 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 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 restore and maintain the improvements.

The easement shall terminate upon the removal of the existing two-story structure, second story balcony, and first floor staircase.

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's Lessee, 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 for foregoing instrument was acknowledged before me this ____ day of _____, 2017 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: Board of Trustees of the Internal Improvement Trust Fund of
the State of Florida

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this
____ day of _____, 2017, by _____,
for 600 White Street, who is personally known to me or who has
produced _____ as identification.

Notary Public
State of _____

My commission expires: _____