

312 CATHERINE STREET
EASEMENT AGREEMENT

This Easement agreement made this ___ day of _____, 2020,
between the City of Key West, Florida (hereinafter Grantor) and
Brian Koziel and Jennifer Hansen, authorized representatives of
312 Catherine Street, Key West, Florida (hereinafter the Grantees)
(RE # 00026430-000100).

I. RECITALS

Grantees are the Owners of the property known as 312 Catherine Street, Key West, Florida, including an area of encroachment of an existing boundary fence in order to maintain the structure that extends onto Catherine Street onto the Grantor's right-of-way. Portions of Grantees property encroaches for a total of 530.0-square feet onto the Grantor's Right-of-Way, specifically:

Commence at the intersection of the Northeasterly right-of-way of Thomas Street with the Southeasterly right-of-way line of Catherine Street and run thence Northeasterly along the Southeasterly right-of-way line of Catherine Street for a distance of 162.12-feet to the Point of Beginning of the line of Catherine Street for a distance of 38.87-feet; thence Northwesterly and at right angles for a distance of 13.20-feet to the Northwesterly face of a wood fence; thence Southwesterly with a deflection angle of 89°06'56" to the left and along said fence for a distance of 22.17-feet; thence Northwesterly and at right angles 0.80-feet; thence Southwesterly and at right angles

along the Northwesterly face of an overhang for a distance of 6.60-feet; thence Southeasterly and at right angles for a distance of 0.80-feet; thence Southwesterly and at right angles along said wood fence for a distance of 10.10-feet; thence Southeasterly with a deflection angles along said wood fence for a distance of 10.10-feet; thence Southeasterly with a deflection angle of 90°53'04" to the left for a distance of 13.80-feet back to the Point of Beginning, containing 530.0-square feet, more or less.

Land described herein contains 530.0-square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated February 18, 2020, drawn by J. Lynn O'Flynn, PSM, (Copy attached hereto). This encroachment impedes marketability of the property.

The Grantor hereby agrees to grant and convey to the Grantees an easement agreement for encroachment, at the property located at 312 Catherine Street, as more specifically described in the attached survey. The easement agreement shall pertain to addressing the encroachment of an existing boundary fence in order to maintain the structure that extends onto the Catherine Street right-of-way herein described, and not to any other encroachment. The granting of this easement agreement is conditioned upon the following:

1. The easement shall terminate with the removal of the structure.

2. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
3. Grantee shall pay the annual fee of \$400.00 specified in Code Section 2-938(b)(3).
4. Grantees 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. 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 area 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 area.

8. The area to maintain the existing encroachment of the boundary fence onto Catherine Street right-of-way 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 damage.
10. Structural inspection of the boundary fence shall be performed annually.

II. CONSIDERATION

Grantees 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 \$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

Grantees agree that the improvements located on the Easement Agreement shall not be enlarged or expanded.

Grantees shall have the right to repair and maintain the improvement.

The easement agreement shall terminate upon the removal of the encroaching boundary fence.

The Grantees 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 Grantees.

This easement agreement shall terminate upon the failure of the Grantees 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 agreement 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 _____, 2020 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:

GRANTEES:

By: Brian Koziel, _____
Jennifer Hansen, _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this
day of _____ 2020, by _____
for 312 Catherine Street, who is personally known to me or
who has produced _____ as identification.

Notary Public
State of _____

My commission expires: