

EASEMENT
AGREEMENT

This agreement made this _____ day of _____, 2020,
between the City of Key West, Florida (hereinafter Grantor) and Greg Oropeza., an authorized
person to represent Michael W. Kearney for property located at 3720 Sunrise Lane, Key West,
Florida (hereinafter the Grantee) (RE # 00071950-000000).

I. RECITALS

Grantee is the Owner of the property known as 3720 Sunrise Lane, Key West, Florida,
including area for the reconstruction of a boatlift. As described in the Specific Purpose Survey
the applicant has proposed the reconstruction of a boatlift on Sunrise Canal. The boatlift area
will encroach 150 sqft., more or less, onto City owned property. Portions of Grantee's
property would extend a total of 150.0 square feet, more or less, onto the Grantor's Rights-
of-Way, specifically:

A portion of Sunrise Canal right-of-way and submerged land lying Northerly of Sunrise
Lane and shown on the plat of VISTA DEL MAR Subdivision, as recorded in Plat Book 3, at Page
124, of the Public Records of Monroe County, Florida, said parcel being more particularly
described by metes and bounds as follows: commence at the intersection of the Northeasterly
right-of-way line of the 19th Street with the Northwesterly right-of-way line of Sunrise Lane and
run thence Northeasterly along the Northwesterly right-of-way line of said Sunrise Lane for a
distance of 130.00 feet to the Point of Beginning of the parcel being described herein; thence
Northwesterly face of an existing concrete seawall; thence Northwesterly and at right angles
along the said concrete seawall for a distance of 10.50 feet; thence Northwesterly and at right

angles for a distance of .55 feet back to the Point of Beginning, containing 157.5 feet, more or less.

Land described herein contains 150.00 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated March 13, 2020, drawn by J. Lynn O'Flynn, INC., (Copy attached hereto).

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 3720 Sunrise Lane, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to construct one (1) boatlift onto the Sunrise Canal 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 boatlift.
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. 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. 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 construct one (1) boatlift on the Sunrise Canal 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 damages caused by or resulting from the Grantee's improvement in the easement area.

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 \$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

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 boatlift.

The easement shall terminate upon the removal of the boatlift.

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 _____, 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:

GRANTEE

By: Michael W. Kearny, _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this day of 2020, by _____ for 3720 Sunrise Lane, who is personally known to me or who has produced _____ as identification.

My commission expires:

Notary Public
State of _____