

1230 SEMINARY STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017,
between the City of Key West, Florida (hereinafter Grantor) and
Susan Henshaw Jones as owner of property located at 1230
Seminary Street, Key West, Florida (hereinafter the Grantee) (RE
00042070-000000).

I. RECITALS

Grantee is owner of the property known as 1230 Seminary
Street, Key West, Florida, including a portion of the existing
front yard fence, a concrete rock wall, and brick pavers along
Seminary Street that encroach onto the Grantor's right-of-way.
Portions of Grantee's property encroach 280 square feet, more or
less, onto the Grantor's right-of-way.

Parcel 1: Specifically: Commencing at the intersection of
the Southwesterly Right-of Way line of Tropical Avenue with the
Southeasterly Right-of-Way Line of Seminary Street and thence
Southwesterly along the Southeasterly Right-of-Way Line of the
said Seminary Street for a distance of 47.10 feet; thence
Northwesterly and at right angles for a distance of 1.75 feet;
thence Northeasterly with a deflection angle of 87 degrees 52
feet 00 inches to the right for a distance of 7.35 feet; thence

Southeasterly and at right angles for a distance of 0.35 feet; thence Northeasterly with a deflection angle of 88 degrees 54 feet 49 inches to the left for a distance of 39.75 feet; thence Southeasterly with a deflection angle of 91 degrees 2 feet 48 inches to the right for a distance of 2.40 feet back to the Point of Beginning, containing 95 square feet, more or less.

Parcel 2: Specifically: Commencing at the intersection of the Southwesterly right-of-way line of Tropical Avenue with the Southeasterly right-of-way line of Seminary Street and run thence Southwesterly along the Southeasterly right-of-way line of the said Seminary Street for a distance of 149.04 feet to the Point of Beginning of the parcel being described herein; thence continue Southwesterly along the Southeasterly right-of-way line of the said Seminary Street for a distance of 16.00 feet; thence Northwesterly and at right angles for a distance of 1.80 feet; thence Northeasterly and at right angles for a distance of 3.20 feet; thence Northwesterly and at right angles for a distance of 12.20 feet; thence Northeasterly and at right angles for a distance of 12.80 feet; thence Southeasterly and at right angles for a distance of 14.00 feet back to the Point of Beginning, containing 185 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated September 18, 2017 by J. Lynn O'Flynn of J. Lynn

O'Flynn, 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 1230 Seminary Street, as more specifically described in the attached survey. The easement shall pertain to the existing portion of the front yard fence, a concrete rock wall, and brick pavers along Seminary 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 shall obtain Personal Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$300,000. 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 Homeowners or Personal Lines form.
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).
4. The owner 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. The area in order to maintain and renovate an existing awning with a marquee along Duval Street shall be the total allowed construction within the easement area.
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 improvements within the easement area.
8. 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 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.

IV. 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 improvements in the ordinary course of maintenance.

The easement shall terminate upon the removal of the front yard fence, concrete rock wall, and brick pavers.

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 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 Grantee.

Prior to the easement becoming effective, the Grantee shall obtain Personal Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$300,000. 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 Homeowners or Personal Lines form.

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
STATE OF FLORIDA)
COUNTY OF MONROE)

JAMES K. SCHOLL, CITY MANAGER

The 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: Susan Henshaw Jones, _____
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, for 1230 Seminary Street, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: _____