

**530 WILLIAM STREET**

**EASEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
between the City of Key West, Florida (hereinafter Grantor) and  
J. Donald Peek as owner of property located at 530 William  
Street, Key West, Florida (hereinafter the Grantee) (RE #  
00008520-000000).

**I. RECITALS**

Grantee is owner of the property known as 530 William  
Street, Key West, Florida, including an existing portion of a  
historic concrete retaining wall, a four foot high picket fence  
with gates, a portion of brick pavers, a portion of a concrete  
slab, and landscaping on Southard Street that encroaches onto  
the Grantor's right-of-way. Portions of Grantee's property  
encroach 174.88 square feet, more or less, onto the Grantor's  
right-of-way.

Commencing at the point of intersection of the  
Southwesterly right of way line of William Street and the  
Northwesterly right of way line of Southard Street, said point  
also being the Northeasterly corner of lands described in  
Official Records Book 2889, at Page 2497 of the Public Records  
of Monroe County, Florida and thence S53 degrees 51'34"E for a

distance of 1.96 feet to a point on the Southeasterly face of an existing concrete wall; thence S35 degrees 20' 10"W and along the Southeasterly face of the said existing concrete wall for a distance of 9.77 feet to the Southeasterly corner of the said existing concrete wall; thence N54 degrees 38' 50"W and along the Southwesterly face of the said concrete wall for a distance of 0.28 feet to a point on the Southeasterly face of an existing wood fence; thence S36 degrees 14' 30"W and along the Southeasterly face of the said existing wood fence for a distance of 89.22 feet; thence N53 degrees 51' 34"W for a distance of 1.66 feet to the Southeasterly corner of lands described in Official Records Book 2889, at Page 2497 of the Public Records of Monroe County, Florida; thence N36 degrees 8' 26"E along the Southeasterly boundary line of the said lands described in Official records Book 2889, at Page 2497 of the Public Records of Monroe County, Florida, for a distance of 99.00 feet back to the Point of Beginning, containing 174.88 square feet, more or less as specifically described and illustrated in the attached specific purpose survey dated March 8, 2018 by Eric A. Isaacs, PSM of Florida Keys Land Surveying (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 530 William Street, as more specifically described in the attached survey. The easement shall pertain to the existing portion of a historic concrete retaining wall, a four foot picket fence with gates, a portion of brick pavers, a portion of concrete slab, as well as landscaping along Southard 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 an existing portion of a historic concrete retaining wall, a four foot high picket fence with gates, a portion of brick pavers, a portion of concrete slab, and landscaping along Southard 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 existing portion of a historic concrete retaining wall, a four foot high picket fence with gates, a portion of brick pavers, a portion of concrete slab, and landscaping.

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 \_\_\_\_\_, 2018 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: J. Donald Peek, \_\_\_\_\_  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, for 530 William Street, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_

My commission expires: \_\_\_\_\_