

951-955 CAROLINE STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, between the City of Key West, Florida (hereinafter Grantor) and Conch Harbor Retail Center, LLC, as owner of property located at 951-955 Caroline Street, Key West, Florida (hereinafter the Grantee) (RE # 00002970-000000; AK # 1003069).

I. RECITALS

Grantee is owner of the property known as 951-955 Caroline Street, Key West, Florida, including existing brick paver walkways located along Grinnell Street that encroach onto the Grantor's right-of-way. Portions of Grantee's property, including the brick pavers, encroach 129 square feet, more or less, onto the Grantor's right-of-way, as more specifically described and illustrated in the attached specific purpose survey dated April 30, 2014 by Robert Edward Reece of Reece & White Land 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 951-955 Caroline Street, as more specifically described in the attached survey. The easement shall pertain to the brick pavers located along Grinnell Street related to structure encroachments herein described, and not to any other encroachment. The grant of this easement is conditioned upon the following:

(1) The easement shall terminate upon the replacement of the structure.

(2) The City may unilaterally terminate the easement upon a finding of public purpose by a vote of the Key West City Commission.

(3) Unless waived by the City Commission, the owner shall pay the annual fee of \$400.00 specified in Section 2-938(b) of the Code of Ordinances.

(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 easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of two hundred thousand dollars (\$200,000.00) per person and three hundred thousand dollars (\$300,000.00) per incident (or such other amount as may be legislatively determined to be the maximum extend of sovereign immunity waiver) naming the City as an additional insured for that portion of real property which is the subject of this easement.

(6) The existing brick pavers shall be the total allowed construction within the easement area.

(7) The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.

(8) The City reserves the right to construct surface improvements within the easement area.

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. Unless waived by the City Commission, 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 replacement of the structure.

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.

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 two hundred thousand dollars (\$200,000.00) per person and three hundred thousand dollars (\$300,000.00) per incident, or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver, naming the City of Key West as an 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.

(This space left intentionally blank.)

IN WITNESS WHEREOF, the parties have executed this easement
the date above written.

ATTEST:

CITY OF KEY WEST

CHERYL SMITH, CITY CLERK

JIM SCHOLL, CITY MANAGER

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ____
day of _____, 2014 by JIM 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: Craig H. Hunt, Managing Member for
Conch Harbor Retail Center LLC

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____
day of _____, 2014, by _____,
for Conch Harbor Retail Center LLC, who is personally known to me
or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: _____

SPECIFIC PURPOSE SKETCH
TO CREATE EASEMENT
"CONCH HARBOR"
SECTION 31, TOWNSHIP 68 SOUTH, RANGE 25 EAST
ISLAND OF KEY WEST, FLORIDA



PROPOSED EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	43.56	N35°02'00"W
L2	1.13	N54°58'49"E
L3	0.93	S34°53'50"E
L4	4.84	S88°04'01"E
L5	15.00	S32°07'56"E
L6	4.14	S00°52'20"E
L7	19.13	S35°51'48"E
L8	2.93	S11°28'14"E
L9	0.91	S85°48'17"W
L10	0.63	N35°02'00"W

NORTH ASSUMED
FROM LEGAL DESCRIPTION

SCALE 1" = 10'

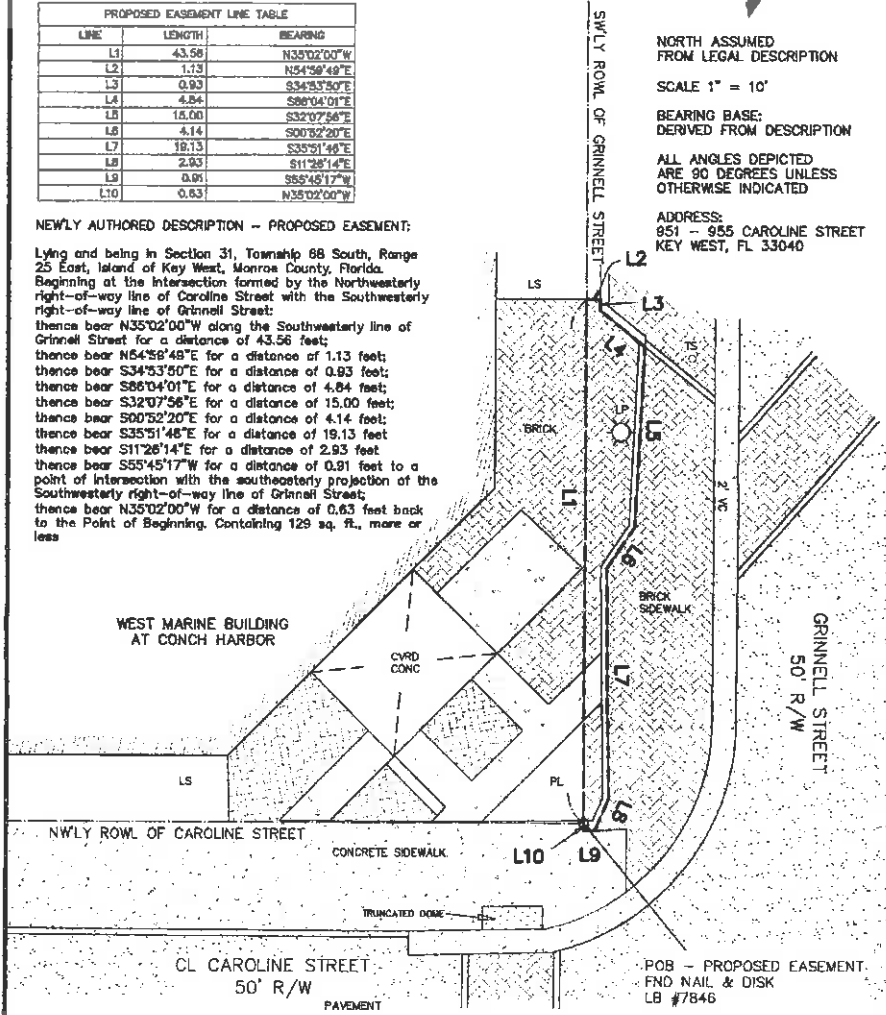
BEARING BASE:
DERIVED FROM DESCRIPTION

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
951 - 955 CAROLINE STREET
KEY WEST, FL 33040

NEWLY AUTHORED DESCRIPTION -- PROPOSED EASEMENT:

Lying and being in Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida. Beginning at the intersection formed by the Northwesteary right-of-way line of Caroline Street with the Southwesteary right-of-way line of Grinnell Street; thence bear N35°02'00"W along the Southwesteary line of Grinnell Street for a distance of 43.56 feet; thence bear N54°58'49"E for a distance of 1.13 feet; thence bear S34°53'50"E for a distance of 0.93 feet; thence bear S88°04'01"E for a distance of 4.84 feet; thence bear S32°07'56"E for a distance of 15.00 feet; thence bear S00°52'20"E for a distance of 4.14 feet; thence bear S35°51'48"E for a distance of 19.13 feet; thence bear S11°28'14"E for a distance of 2.93 feet; thence bear S55°45'17"W for a distance of 0.91 feet to a point of intersection with the southwesteary projection of the Southwesteary right-of-way line of Grinnell Street; thence bear N35°02'00"W for a distance of 0.63 feet back to the Point of Beginning. Containing 129 sq. ft., more or less.



LEGEND FOR ABBREVIATIONS

- FND = FOUND
- POB = POINT OF BEGINNING
- CVRD = COVERED
- LP = LIGHT POST
- PL = PLUMBER
- ROWL = RIGHT OF WAY LINE
- R/W = RIGHT OF WAY
- TS = TRAFFIC SIGN
- VC = VALLEY CURB

----- DENOTES PROPOSED EASEMENT

PREPARED FOR: CONCH HARBOR RETAIL CENTER LLC,
a Florida limited liability company

DATED: 04/30/2014

SURVEYORS NOTES:

1. LOCATION OF IMPROVEMENTS FROM BOUNDARY SURVEY DATED 12/08/06, LAST REVISED 03/10/14

SCALE: 1"=10'	THE PURPOSE OF THIS SKETCH IS TO ILLUSTRATE THE LEGAL DESCRIPTION NEWLY CREATED ON THIS DATE BY THE UNDERSIGNED AND SHOWN ON SHEET 1 OF 2. IT IS NOT A SURVEY OF THE LANDS BEING DESCRIBED HEREIN (See chap. 18-17 Florida Aem. Code and Chap. 472.027 Florida Statutes).		REECE & WHITE LAND SURVEYING, INC. PROFESSIONAL SURVEYOR AND MAPPER, LB 7846 127 INDUSTRIAL ROAD, STE. B, BIG PINE KEY, FL 33043 OFFICE (305) 872 - 1348 FAX (305) 872 - 5622
F/W DATE: 12/17/13			
REV. DATE: -/-/-			
SHEET: 1 OF 1			
DRAWN BY: KEB			
CHECKED BY: RER			
INVOICE #: 14080401	SIGNED	ROBERT L. REECE, PSM 5432, PROFESSIONAL SURVEYOR AND MAPPER	