

1406 LEON STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, between the City of Key West, Florida (hereinafter Grantor) and Vicki L. Gordon, as owner of property located at 1406 Leon Street, Key West, FL (hereinafter the Grantee) (RE# 00041610-000000, AK# 1042277).

RECITALS

Grantee is owner of the property known as 1406 Leon Street, Key West, Florida, including an existing concrete wall, portion of the pool, pool equipment and landscaping, that encroach onto the Grantor's Leon Street and Washington Street right-of-way. Portions of Grantee's property, including the concrete wall, portion of the pool, pool equipment and landscaping, encroach approximately 69.16 square feet on to the Grantor's Leon Street right-of way, and approximately 498.84 square feet on the Grantor's Washington Street right-of-way. Specifically: Washington Street Easement: A portion of Washington Street, being Southeasterly of and adjacent to Lot 9 of Square 6 of Track 19 "Tropical Building and Invesment Company" according to

the Plat thereof as recorded in Plat Book 1 Page 34 of the Public Records of Monroe County, Florida, and being more particularly described as follows: Commence at the intersection of the Northwesterly Right-of-Way Line of Washington Street and the Southwesterly Right-of-Way Line of Leon Street (said point also being the Southeast corner of said Lot 9); thence in a Southwesterly direction along the said Northwesterly Right-of-Way Line of Washington Street for a distance of 2.00 feet to the Point of Beginning; thence continue in a Southwesterly direction along the said Northwesterly Right-of-Way Line of Washington Street (also being the Southeasterly property line of said Lot 9 for a distance of 98.00 feet; thence at a right angle and in a Southeasterly direction for a distance of 5.20 feet; thence at a right angle and in a Northeasterly direction and parallel with the said Northwesterly Right of-Way Line of Washington Street for a distance of 93.86 feet; thence at a deflection angle of $51^{\circ}26'54''$ to the left and in a Northerly direction for a distance of 6.65 feet to the Point of Beginning. Containing 498.84 square feet, more or less.

Leon Street Easement: A portion of Leon Street, being Northeasterly of and adjacent to Lot 9 of Square 6 of Track 19 "Tropical Building and Investment Company" according to the Plat thereof as recorded in Plat Book 1 Page 34 of the Public Records

of Monroe County, Florida, and being more particularly described as follows: Commence at the intersection of the Northwesterly Right-of-Way Line of Washington Street and the Southwesterly Right-of-Way Line of Leon Street (said point also being the Southeast corner of said Lot 9); thence in a Northwesterly direction along the said Southwesterly Right-of-Way Line of Leon Street for a distance of 2.50 feet to the Point of Beginning; thence continue in a Northwesterly direction along the said Southwesterly Right-of-Way Line of Leon Street (also being the Northeasterly property line of said Lot 9 for a distance of 44.25 feet; thence at a right angle and in a Northeasterly direction for a distance of 1.60 feet; thence at a right angle and in a Southeasterly direction and parallel with the said Southwesterly Right-of-Way Line of Leon Street for a distance of 42.25 feet; thence at a deflection angle of $38^{\circ}38'12''$ to the right and in a Southerly direction for a distance of 2.65 feet to the Point of Beginning. Containing 69.16 square feet, more or less. As specifically described and illustrated in the attached specific purpose survey dated 8/25/98 and updated 7/31/14 by Island Surveying Inc. (Copy attached hereto). This encroachment impedes marketability of the property.

CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to Grantees an easement for encroachments, at the property located at 1406 Leon Street, as more specifically described in the attached survey. The easement shall pertain to the existing concrete wall, portion of the pool, pool equipment and landscaping on property located along Leon Street and Washington Street and related to the encroachment(s) herein described, and not to any other encroachment. The grant of this easement is conditioned upon the following: (1) That 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) 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(s) 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 \$200,000.00 per person and \$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 as an additional

insured for that portion of real property which is the subject of this easement. (6) The existing concrete wall, portion of the pool, pool equipment and landscaping shall be the only 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 or sub-surface improvements within the easement area.

There shall be no additional construction related to this encroachment.

II. 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 rental 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 rental 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 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 rental 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.

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

ATTEST:

CITY OF KEY WEST

CHERYL SMITH, CITY CLERK

JAMES K. SCHOLL, CITY MANAGER

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 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: _____

SIGNATURES CONTINUE ON NEXT PAGE

GRANTEE

By: Vicki L. Gordon, Owner

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Vicki L. Gordon, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: _____