

2407 HARRIS AVENUE
EASEMENT AGREEMENT

This agreement made this _____ day of _____, 2021,
between the City of Key West, Florida (hereinafter Grantor) and Adam Disson, for property located at
2407 Harris Avenue, Key West, Florida (hereinafter the Grantee) (RE # 00048650-000000).

I. RECITALS

Grantee is the owner of the property known as 2407 Harris Avenue, Key West, Florida,
including brick pavers installed onto the Harris Avenue onto the Grantor's right-of-way. Portions of
Grantee's property would extend 545 square feet, more or less, onto the Grantor's Rights-of-Way,
specifically:

A parcel of land on the island of Key West and known as a portion of the right-of-way of Harris
Avenue Southeasterly of and adjacent to Lot 2, Square 29 of Tract 21 according to the KEY WEST
REALTY COMPANY'S SUBDIVISION of Tract 21 and Salt Pond Lots 1, 2, 3, 4, and 5, as recorded in
Plat Book 1 at Page 43 of the Public Records of Monroe County, Florida, said parcel being more
particularly described by metes and bounds as follows:

BEGIN at the Southwesterly corner of the said Lot 2 and run thence Northeasterly along the
Northwesterly right-of-way line of the said Harris Avenue for a distance of 50.00 feet to the
Southeasterly corner of the said Lot 2; thence Southeasterly and at right for a distance of 9.80
feet; thence Southwesterly with a deflection angle of 92 degrees 31'10" to the right for a distance
of 12.00 feet back to the Point of Beginning, containing 545 square feet, more or less.

Land described herein contains 545 square feet, more or less, as specifically described and
illustrated in the attached specific purpose survey dated February 18, 2020, drawn by J. Lynn
O'Flynn, PSM, (Copy attached hereto). This encroachment impedes marketability of the property.

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 2407 Harris Avenue, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachment to maintain the brick pavers installed onto the Harris Avenue 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 brick pavers.
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 Personal 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 Homeowners or Personal Lines 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. Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".
7. The easement areas 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 areas.
9. The subject area includes brick pavers that were installed approximately 12.0 feet by 50.0 feet totaling 545 square feet on the Harris Avenue right-of-way and shall be the total allowed within the easement area.
10. 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.

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 brick pavers. The easement shall terminate upon the removal of the 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 the 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 _____, 2021 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: Adam Disson, _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _ 2021, by _____ for 2407 Harris Avenue, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: