

EASEMENT
AGREEMENT

This agreement made this _____ day of _____, 2022,
between the City of Key West, Florida (hereinafter Grantor) and Joseph Querci III and Lisa Querci, the owners of the property located at 3838 Flagler Avenue, Key West, Florida (hereinafter the Grantee) (RE #00071870-000000).

I. RECITALS

Grantee is the Owner of the property known as 3838 Flagler Avenue, Key West, Florida, including area for the construction of a boatlift and a wooden dock. As depicted on the Specific Purpose Survey, the applicant has proposed to construct a boatlift and a wooden dock on City owned Sunrise Canal. The boatlift and wooden dock area encroaches 266.0 square feet, more or less, onto City owned property. Portions of Grantee's property currently extends a total of 266.0 square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A parcel of submerged land lying Southeasterly of Lot 18 as shown on the plat of VISTA DEL MAR Subdivision, as recorded in Plat Book 3, at Page 124, of the Public Records of Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

Commencing at the Southernmost corner of the said Lot 18 and run thence Northeasterly along the Southeasterly boundary line of the said Lot 18 for a distance of 0.80 feet to the Point of Beginning of the parcel being described herein; thence continue Northeasterly along the previously described course for a distance of 67.00 feet; thence Southeasterly and at right angles for a distance of 2.10 feet; thence Southwesterly and at right

angles for a distance of 44.70 feet; thence Southeasterly and at right angles for a distance of 10.00 feet; thence Southwesterly and at right angles for a distance of 12.50 feet; thence Northwesterly and at right angles for a distance of 10.00 feet; thence Southwesterly and at right angles for a distance of 9.80 feet; thence Northwesterly and at right angles for a distance of 2.10 feet back to the Point of Beginning, containing 266 square feet, more or less.

Land described herein contains 266.00 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated July 14, 2022, drawn by J. Lynn O’Flynn, Inc. (Copy attached hereto).

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 3838 Flagler Avenue, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to construct one (1) boatlift and one (1) wood dock onto the Sunrise Canal 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 structures.
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 Commercial General 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 Commercial General Liability 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. The easement areas 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 or sub-surface improvements within the easement areas.
8. The areas to construct one (1) boatlift and one (1) wood dock on the Sunrise Canal right-of-way shall be the total allowed within the easement area.
9. 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 caused by or resulting from the Grantee's improvement in the easement area.

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 boatlift and wood dock.

The easement shall terminate upon the removal of the boatlift or wood dock.

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 encroachments 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 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

PATTI MCLAUHLIN, CITY MANAGER

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [] physical presence, or [] online
notarization, this _____ day of _____, 2022, by _____, authorized
person of _____ on behalf of the Company.

Signature of Notary Public-State of Florida

Name of Notary

Personally Known _____

OR Produced Identification _____

Type of Identification

Produced _____

GRANTEE

By: Joseph Querci III and Lisa Querci, _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence, or [] online notarization, this _____ day of _____, 2022, by _____, authorized person of _____.

Signature of Notary Public-State of Florida

Name of Notary

Personally Known _____

OR Produced Identification _____

Type of Identification

Produced _____