

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, between the City of Key West, Florida (hereinafter Grantor) and Lester A. Lawson and Hertiscine Lawson, as owners of property located at 520 Petronia Street, Key West, FL (hereinafter the Grantee) (RE# 00016500-000000).

RECITALS

Grantees are owner(s) of the property known as 520 Petronia Street, Key West, Florida, including a single family home related to a contributing structure located along Center Street, that encroaches onto the Grantor's right-of-way. Portions of Grantee's property, including the single family home, encroach approximately 165 square feet onto the Grantor's right-of-way. Specifically: Commencing at the intersection of the southeasterly right-of-way of Petronia Street and the northeasterly right-of-way of Center Street thence southeasterly along the northwesterly right-of-way of Center Street for a distance of 3.50 feet to the roof overhang line of 520 Petronia Street, also to be known as the Point of Beginning; thence along the roof overhang line southwesterly at right angles for a

distance of 3.10 feet; thence continue along the roof overhang line southeasterly at right angles for a distance of 37.28 feet; thence continue along the roof overhang line northeasterly at right angles for a distance of 1.00 foot to the face of the structure at 520 Petronia Street; thence along the face of said structure southeasterly at right angles for a distance of 23.49 feet to the corner of said structure; thence along the face of said structure northeasterly at right angles for a distance of 2.10 feet to the northeasterly right-of-way line of Center Street; thence northwesterly along the northeasterly right-of-way of Center Street for a distance of 60.77 feet back to the Point of Beginning, as specifically described and illustrated in the attached specific purpose survey dated January 11, 2011 by Reece & White Land 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 building encroachments, at the property located at 520 Petronia Street, as more specifically described in the attached survey. The easement shall pertain to a single family home related to a contributing structure encroachment 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 and there shall be no expansion or further encroachments in the easement area. (2) That the City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission. (3) That the owner shall pay the yearly fee specified in Code of Ordinances section 2-938, as may be amended time to time. (4) That the owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment(s) if the yearly fee required by the Code of Ordinances is not paid. (5) That the easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of one hundred thousand dollars per person and two hundred thousand dollars 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. Pursuant to Florida Statute 768.28, this amount shall increase to two hundred thousand dollars per person and three hundred thousand dollars per incident beginning October 1, 2011. (6) That the City reserves the right to construct surface improvements within the easement area. (7) That the easement area cannot be used in site size calculations such as lot, yard, and bulk calculations for site development. There shall be no additional construction related to this encroachment.

II. CONSIDERATION

Grantee agrees to pay to Grantor a processing fee in the

amount of \$1,000.00, together with 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 one hundred thousand dollars (\$100,000.00) per person and two hundred thousand dollars 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. Pursuant to Florida Statute 768.28, this amount shall increase to two hundred thousand dollars per person and three hundred thousand dollars per incident beginning October 11, 2011.

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 _____, 2011 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(S)

By: Lester A. Lawson
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Lester Lawson, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires:_____

GRANTEE(S)

By: Hertiscine Lawson
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Hertiscine Lawson, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires:_____