

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012, between the City of Key West, Florida (hereinafter Grantor) and Terance E. Keenan and Gwen L. Keenan, as owners of property located at 1021 Watson Street, Key West, FL (hereinafter the Grantee) (RE# 00033430-000000).

RECITALS

Grantees are owner(s) of the property known as 1021 Watson Street, Key West, Florida, including a single family home and a swimming pool located along Virginia Street, that encroaches onto the Grantor's right-of-way. Portions of Grantee's property, including the swimming pool and proposed new fencing, encroach approximately 95 square feet onto the Grantor's right-of-way. Specifically: A parcel of land on the Island of Key West and known on William A. Whitehead's map of said Island delineated in February, A.D. 1829, as part of Tract 13, better described on a diagram of a part of said Tract made by George G. Watson, said parcel being a portion of the right of way of Virginia Street adjacent to the lands described in Official Records Book 1981, at Page 1258, of the Public Records of Monroe County, Florida, said

parcel also being more particularly described by metes and bounds as follows: Commencing at the Northeasterly right of way line of Watson Street and the Northwesterly right of way line of Virginia Street and running thence Northeasterly along the said Northwesterly right of way line of Virginia Street and the Southeasterly boundary line of the said lands described in Official Records Book 1951, at Page 1258, of the Public Records of Monroe County, Florida, for a distance of 62.60 feet to the Point of Beginning; thence continue Northeasterly along the previously described course for a distance of 38.00 feet to the Westerly face of an existing concrete sidewalk; thence Southerly with a deflection angle of $144^{\circ}14'38''$ to the right and along said Westerly face of sidewalk for a distance of 4.50 feet; thence Southwesterly with a deflection angle of $35^{\circ}21'31''$ to the right angle along the Northwesterly face of sidewalk for a distance of 31.40 feet; thence Westerly with a deflection angle of $44^{\circ}19'44''$ to the right and along Northerly face of sidewalk and extension thereof for a distance of 4.10 feet back to the Point of Beginning. Said parcel containing 95 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey stamped March 10, 2012 by the Key West Planning Department by J. Lynn O'Flynn, 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 1021 Watson Street, as more specifically described in the attached survey. The easement shall pertain to a swimming pool and proposed new fencing related to a single family home encroachment herein described, and not to any other encroachment. The grant of this easement is conditioned upon the following: (1) The City may unilaterally terminate the easement upon a finding of public purpose by a vote of the Key West City Commission. (2) That the owner shall pay the yearly fee of \$300.00 specified in the Code of Ordinances Section 2-938. (3) That the easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of two hundred thousand dollars per person and \$300,000 per incident (or such other amount as may be legislatively 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. (4) That the owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment if the yearly fee required by the Code of Ordinances is not paid. (5) That the proposed existing pool and required new fencing will be the total allowed construction within the easement area. (6) That the easement area cannot be used in site size calculations such as lot, yard, and bulk calculations for

site development. (7) That the City reserves the right to construct 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 \$300.00, 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 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 _____, 2012 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: Terance E. Keenan
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Terance E. Keenan, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires:_____

GRANTEE(S)

By: Gwen L. Keenan
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Gwen L. Keenan, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires:_____