

1114 WATSON STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, between the City of Key West, Florida (hereinafter Grantor) and 1114 Watson, LLC (by Jennifer Stephens), as owner of property located at 1114 Watson Street, Key West, FL (hereinafter the Grantee) (RE# 00031790-000000).

RECITALS

Grantee is owner of the property known as 1114 Watson Street, Key West, Florida, including a single family home with front steps, an attached awning, landscaped area and a portion of an existing eave located along Watson Street, that encroaches onto the Grantor's right-of-way. Portions of Grantee's property, including the front steps, an attached awning, landscaped area and a portion of an existing eave, encroach approximately 30 square feet onto the Grantor's right-of-way. Specifically: On the Island of Key West, Monroe County, Florida and adjacent to a part of Lot 7, in Square 6, Tract 13, according to George G. Watson's subdivision of said Tract 13, as recorded in Deed Book "00," page 32, of the Public Records of Monroe County, Florida, and being more particularly described as follows: Commence at the intersection of the

Southeasterly right of way line of Virginia Street and the Southwesterly right of way line of Watson Street; thence in a Southeasterly direction along the said Southwesterly right of way line of Watson Street for a distance of 171.83 feet to the Point of Beginning; thence continue in a Southeasterly direction along the said Southwesterly right of way line of Watson Street for a distance of 7.50 feet; thence at a right angle and in a Northeasterly direction for a distance of 2.50 feet; thence at a right angle and in a Northwesterly direction for a distance 7.50 feet; thence at a right angle and in a Southwesterly direction for 2.50 feet to the Said Southwesterly Right of way line of Watson Street and the Point of Beginning. Said parcel containing 18.75 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated October 3, 2012 by Frederick H. Hildebrandt, 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 1114 Watson Street, as more specifically described in the attached survey. The easement shall pertain to the front steps, an attached awning, landscaped area and a portion of an existing eave located along Watson Street 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) 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) That the owner shall pay the yearly fee of \$300.00 specified in the Code of Ordinances Section 2-938. (4) 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. (5) 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. (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

BOGDAN VITAS, CITY MANAGER

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by BOGDAN VITAS, 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)

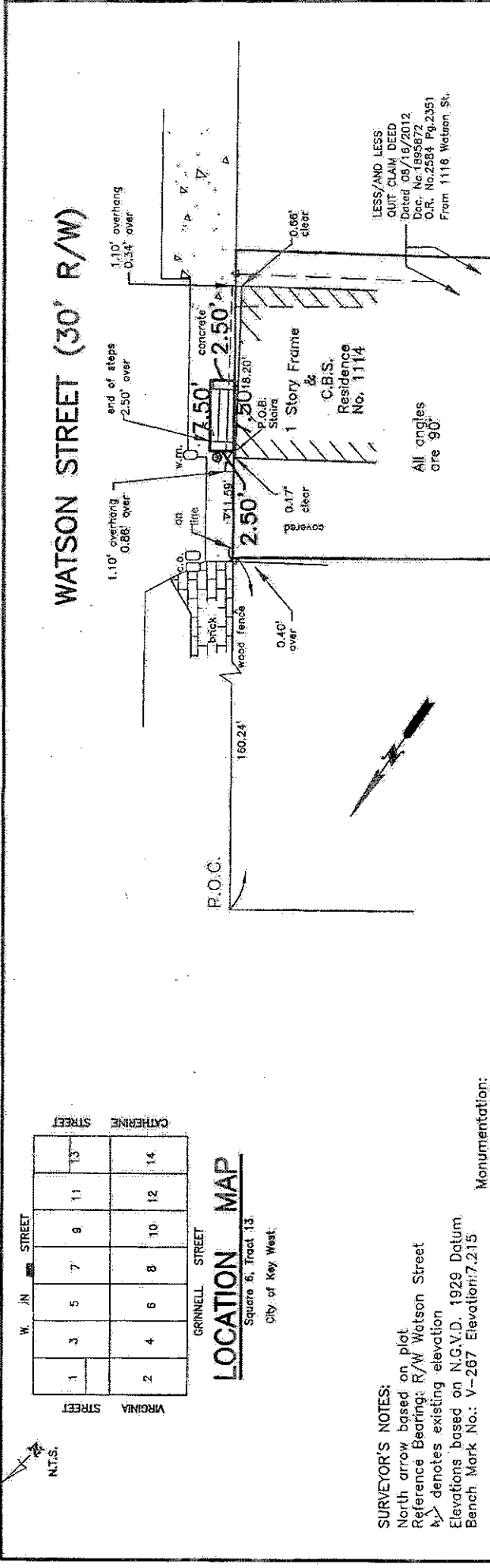
By: Jennifer Stephens, _____ for
1114 Watson LLC

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 2013, by Jennifer Stephens, for 1114
Watson LLC, who is personally known to me or who has produced
_____ as identification.

Notary Public
State of _____

My commission expires: _____



WATSON STREET (30' R/W)

1.10' overhang
0.86' over
end of steps
2.50' over
0.40' over
0.17' clear
0.06' clear
1.10' overhang
0.34' over
1.75' concrete
2.50' concrete
1 Story Frame
C.B.S. Residence No. 1114
P.O.B. Stairs
W.M.L.
W.P.L.
160.24'
P.O.C.

LESS/AND LESS
QUIT CLAIM DEED
Dated 08/16/2012
Doc. No. 1895672
O.R. No. 2584 Pg. 2351
From 1114 Watson St.

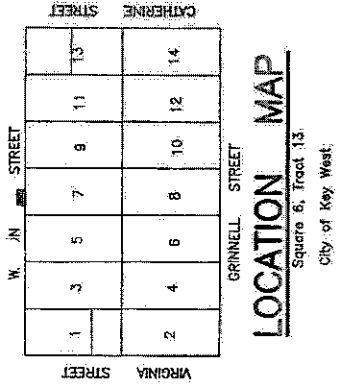
All angles are 90°

DESCRIPTION (Stair Encroachment)
Prepared by Undersigned
On the Island of Key West, Monroe County, Florida, and adjacent to a part of Lot 7, in Square 6, Tract 13, according to George G. Watson's Subdivision of said Tract 13, as recorded in Deed Book "00", page 32, of the Public Records of Monroe County, Florida, and being more particularly described as follows:
Commence at the intersection of the Southeastery Right-of-Way Line of Virginia Street and the Southwesterly Right-of-Way Line of Watson Street; thence in a Southeastery direction along the said Southwesterly Right-of-Way Line of Watson Street for a distance of 171.83 feet to the Point of Beginning; thence continue in a Southeastery direction along the said Southwesterly Right-of-Way Line of Watson Street for a distance of 7.50 feet; thence at a right angle and in a Northwesterly direction for a distance of 2.50 feet; thence at a right angle and in a Northwesterly direction for a distance of 7.50 feet; thence at a right angle and in a Southwesterly direction for a distance of said Southwesterly Right-of-Way Line of Watson Street and the Point of Beginning. Containing 18.75 square feet, more or less.

Block 128

ISLAND SURVEYING, INC.
ENGINEERS PLANNERS SURVEYORS
3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237
info@islandsurveying.net
C.B. No. 7700

Jennifer Stephens
1114 Watson Street, Key West, Florida 33040.
Specific Purpose Survey
Stair encroachment
Dwn No: 12-318
Scale: 1"=10'
Ref. Flood panel No. 1516-K
Dwn. By: F.H.H.
Date: 10/3/12 209-26
Flood Elev. 8'
Flood Zones: X
REVISIONS AND/OR ADDITIONS



SURVEYOR'S NOTES:
North arrow based on plat
Reference Bearing: R/W Watson Street
A/B denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: V-267 Elevation: 7.215

Abbreviations:
Sty. = Story
R/W = Right-of-Way
fd. = Found
p. = Plat
m. = Measured
d. = Dead
M.H.W. = Mean High Water
O.R. = Official Records
N.T.S. = Not to Scale
C. = Centerline
Elev. = Elevation
B.M. = Bench Mark
P.B. = Plat Book
W.U.P. = Wood utility Pole

Monumentation:
● = set 1/2" Iron Pipe, P.L.S. No. 2749
⊙ = Found 1/2" Iron Bar
▲ = Set P.K. Nail, P.L.S. No. 2749

o/h = Overhead
F.F.L. = Finish Floor Elevation
Irr. = Irregular
conc. = concrete
I.P. = Iron Pipe
I.B. = Iron Bar
C.B.S. = Concrete Block Stucco
cov'd. = Covered
⊙ = Well

Field Work performed on: 9/28/12

CERTIFICATION:
I HEREBY CERTIFY that the attached SPECIFIC PURPOSE SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 5J-17 Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE