

EASEMENT AGREEMENT

This agreement made this _____ day of _____, 2019, between the City of Key West, Florida (hereinafter Grantor) and Key West Triprop, LLC., for property located at 1021 Margaret Street, Key West, Florida (RE # 00030290-000000) and 903 Virginia Street, Key West, Florida (RE # 00030270-000000) (hereinafter the Grantee).

I. RECITALS

Grantee is the Owner of the property known as 1021 Margaret Street and 903 Virginia Street, Key West, Florida, including an area on the property that the existing building encroaches onto Margaret Street and an area to maintain the existing brick pavers between the concrete curb of Margaret Street and the property line of 1021 Margaret and 903 Virginia Streets rights-of-way. Portions of Grantee's property encroaches a total of 115.21 square feet, more or less, onto the Grantor's Right-of-Way, specifically:

Commencing at the point of intersection of the Northwesterly Right-of-Way line of Virginia Street and the Northeasterly Right-of-Way line of Margaret Street, said point also being the Southwesterly corner of lands described in Official Records Book 2961, at Page 1511 of the Public Records of Monroe County, Florida; thence N 31°41'11"W along the said Northeasterly Right-of-Way line of Margaret Street and the Southwesterly boundary line of the said lands described in Official Records Book 2961, at Page 1511 of the

Public Records of Monroe County, Florida, for a distance of 4.87-feet to a point on the Southeasterly edge of existing brick pavers, said point also being the Point of Beginning; thence S 70°33'03"W along the Southeasterly edge of the said brick pavers, for a distance of 0.82-feet to the Southwesterly edge of the said brick pavers and the back edge of an existing concrete curb; then N 32°10'02"W along the Southwesterly edge of the said brick pavers and the back edge of an existing concrete curb for a distance of 32.23-feet to a point: thence N 31°40'08"W and continue along the Southwesterly edge of the said brick pavers and the back edge of the said existing concrete curb for a distance 41.14-feet to a point on the Southwesterly face of an existing building overhang; thence N 32°28'20"W along the Southwesterly face of the said existing building overhang for a distance of 28.55-feet to the Northwesterly corner of the said existing building overhang; thence N 57°32'25"E along the Northeasterly face of the said existing building overhang for a distance of 0.40-feet to a point on the back edge of an existing concrete curb; thence N 31°40'08"W along the back edge of the said existing concrete curb for a distance of 4.77-feet to a point of extension line of the Northwesterly boundary line of the said lands described in Official Records Book 2961, at Page 1513 of the Public Record of Monroe County, Florida; thence N 58°18'49"E along said extension line of the Northwesterly boundary line of the said lands described in Official Records Book 2961, at Page 1513 of the Public Record of Monroe County, Florida

for a distance of 1.05 to the Northwesterly corner of the said lands described in Official Records Book 2961, at Page 1513 of the Public Record of Monroe County, Florida; thence S 31°41'11"E along the said Northeasterly right of way line of Margaret Street and the Southwesterly boundary line of the said lands described in Official Records Book 2961, at Page 1513 of the Public Records of Monroe County, Florida, for a distance of 106.86-feet back to the Point of Beginning. Said parcel of land contains 115.21 square feet, more or less.

Land described herein contains 115.21 square feet, more or less, as specifically described and illustrated in the attached legal description sketch dated July 29, 2019, drawn by Florida Keys Land Surveying, (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 1021 Margaret Street and 903 Virginia Street, as more specifically described in the specific purpose survey. The easement shall pertain to addressing the existing building overhang that encroaches onto Margaret Street and maintaining the existing brick pavers between the concrete curb of Margaret Street and the property line of 1021 Margaret and 903 Virginia Streets rights-of-way herein described, and not to any other encroachment. 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 as specified in Section 2-938(b)(3) of the City of Key West Code of Ordinances.
4. The 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 Certificate of Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$1,000,000.00. 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 area 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 area.

8. The area to maintain the existing building overhang that encroaches on Margaret Street and the existing brick pavers between the concrete curb of Margaret Street and the property line of 1021 Margaret and 903 Virginia Streets 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 damage.

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 agree that the improvements located on the Easement shall not be enlarged or expanded.

Grantee shall have the right to repair and maintain the improvements.

The easement shall terminate upon the removal of the existing building overhang onto Margaret Street and the existing brick pavers between the concrete curb of Margaret Street and the property line of 1021 Margaret and 903 Virginia Streets.

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 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 million dollars (\$1,000,000.00) 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 _____, 2019 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.

My commission expires:

Notary Public
State of Florida

GRANTEE:

By: Key West Triprop, LLC., _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____ 2019, by _____ of Key West Triprop, LLC., who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: