

911 CENTER STREET
EASEMENT AGREEMENT

This agreement made this _____ day of _____, 2022,
between the City of Key West, Florida (hereinafter Grantor) and Bruce and Diane Buckbee, for property located at 911 Center Street, Key West, Florida (hereinafter the Grantee) (RE # 00017490-000000).

I. RECITALS

Grantee is the owner of the property known as 911 Center Street, Key West, Florida, including 132.3 square feet, more or less, of a portion of the overhang, covered porch, and pavers which extend onto the Grantor's right-of-way. Portions of Grantee's property would extend 26.46 linear feet by 5 linear feet, onto the Grantor's Rights-of-Way, specifically:

Legal Description:

A parcel of land on the Island of Key West, and known as a portion of the right of way of Center Street adjacent to Subdivision 11 of Lot 1 in said Tract 4, according to S.M. Baldwin's Subdivision of Lots 1 and 3 square 8 of Simonton and Walls Addition, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the Northeasterly right of way line of Center Street with the Southeasterly right of way line of Olivia Street and run thence Southeasterly direction along the Northeasterly right of way line of Center Street for a distance of 126.46 feet to the Point of Beginning; thence continue Southeasterly along the Northeasterly right of way line of Center Street for a distance of 26.46 feet; thence Southwesterly and at right angles for a distance of 5.00 feet; thence Northwesterly and at right angles for a distance of 26.46 feet; thence Northeasterly and at right angles, thence Northeasterly and at right angles for a distance of 5.00 feet back to the Point of Beginning, containing 132.3 square feet, more or less.

Land described herein contains 132.3 square feet, more or less, as specifically described, and illustrated in the attached specific purpose survey dated August 11, 2021, drawn by J. Lynn O'Flynn, P.S.M. of J. Lynn O'Flynn, Inc., (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 911 Center Street, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to maintain 132.3 square feet, more or less, of portions of the overhang, covered porch, and pavers on the Center Street right-of-way herein described, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. The fence shall be removed.
2. The coconut palms shall remain, and the City will be responsible for maintenance.
3. The property owner may add additional plantings between the house and palm trees once an updated landscape plan is approved.
4. The easement shall terminate upon the removal of the 132 square feet, more or less, of portions of the overhang, covered porch, and pavers on the Center Street right-of-way.
5. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
6. The Grantee shall pay the annual fee of \$400.00 specified in code Section 2-938(b)(3).
7. 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.

8. Prior to the easement becoming effective, the Owners shall obtain Homeowner or Personal 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 Homeowner or Personal Liability form. Grantees shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" or "Additional Interest".
9. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
10. The City reserves the right to construct surface or sub-surface improvements within the easement areas.
11. The subject area includes one hundred thirty-two (132) square feet, more or less, of a portion of the overhang, the covered porch, and a pavers, on the Center Street right-of-way and shall be the total allowed within the easement area.
12. 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.

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 132 square feet, more or less, of portions of overhang, covered porch, and pavers.

The easement shall terminate upon the removal of the 132 square feet, more or less, of portion of overhang, covered porch, and pavers.

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 or additional interest, 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 this ____ day of _____, 2022 by PATTI MCLAUHLIN, 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:

GRANTEE

By: Bruce and Diane Buckbee, _____

STATE OF _____

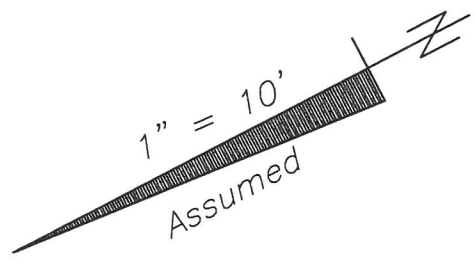
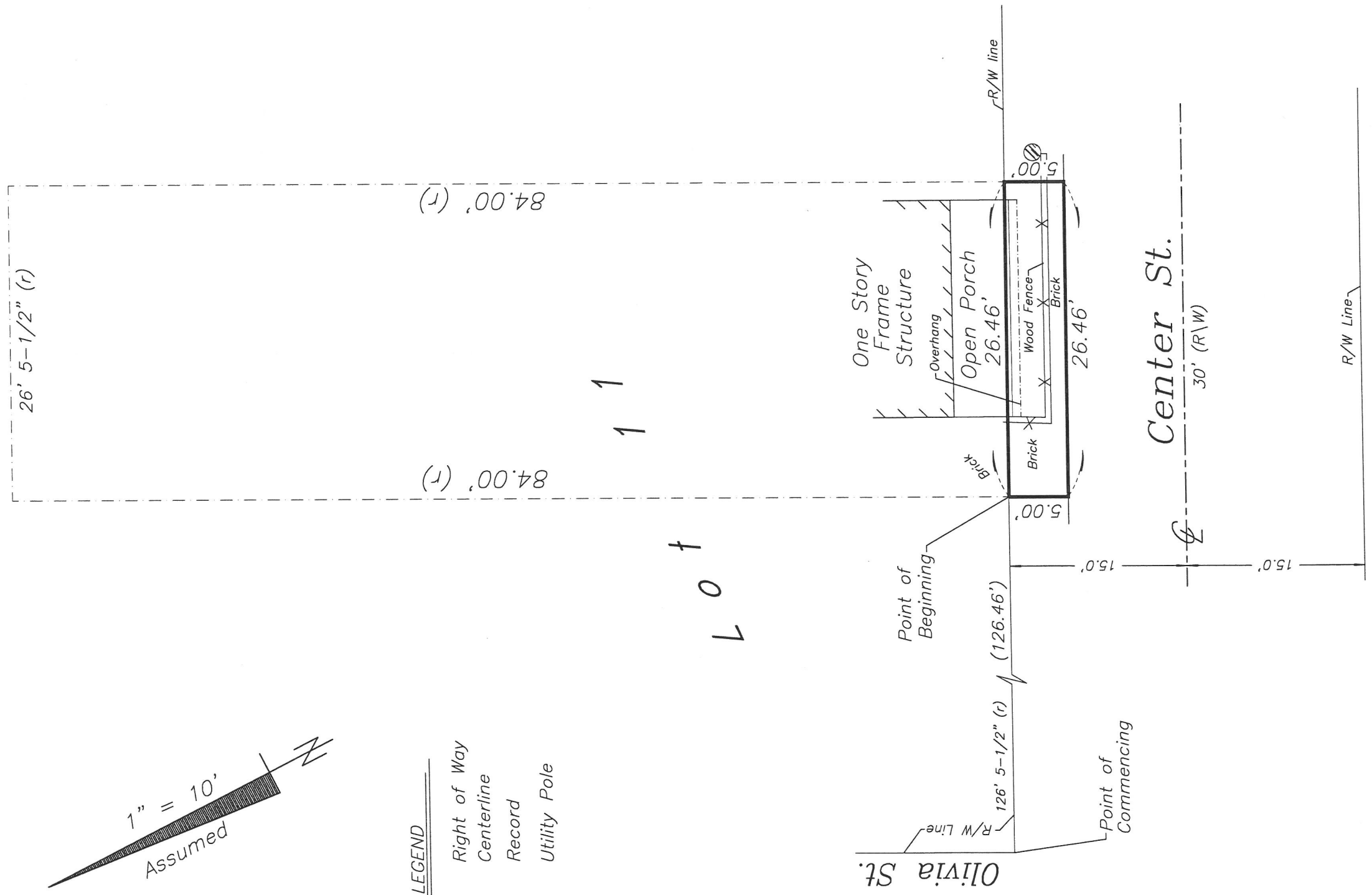
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ for 911 Center Street, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires:

Specific Purpose Survey to illustrate a legal description of a portion of the right of way of Center Street, adjacent to Lot 11 in Square 8, Tract 4, of S.M. Baldwin's Subdivision Island of Key West, prepared by the undersigned



LEGEND

- R/W Right of Way
- ☒ Centerline
- (r) Record
- ⊙ Utility Pole

NOTE:
This Survey Map is not full and complete without the attached Survey Report.

Sheet One of Two Sheets

J. LYNN O'FLYNN, Inc.

Professional Surveyor & Mapper
PSM #6298

3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

Specific Purpose Survey to illustrate a legal description of a portion of the right of way of Center Street, adjacent to Lot 11 in Square 8, Tract 4, of S.M. Baldwin's Subdivision Island of Key West, prepared by the undersigned

NOTES:

1. The legal description shown hereon was authored by the undersigned.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 911 Center Street, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. North Arrow is assumed and based on the legal description.
8. Adjoiners are not furnished.
9. The description contained herein and sketch do not represent a field boundary survey.
10. This Survey Report is not full and complete without the attached Survey Map.

**SPECIFIC PURPOSE SURVEY TO ILLUSTRATE A LEGAL DESCRIPTION
AUTHORED BY THE UNDERSIGNED**

A parcel of land on the Island of Key West of Tract 4 according to William A. Whitehead's Map of plan of said Island, delineated in February, 1829 and is a portion of the right of way of Center Street adjacent to Subdivision 11 of Lot 1 in said Tract 4 according to S.M. Baldwin's Subdivision of Lots 1 and 3 of Square 8 of Simonton and Walls Addition, said parcel being more particularly described by metes and bounds as follows:
COMMENCE at the intersection of the Northeasterly right of way line of Center Street with the Southeasterly right of way line of Olivia Street and run thence in a Southeasterly direction along the Northeasterly right of way line of Center Street for a distance of 126.46 feet to the Point of Beginning; thence continue Southeasterly along the Northeasterly right of way line of Center Street for a distance of 26.46 feet; thence Southwesterly and at right angles for a distance of 5.00 feet; thence Northwesterly and at right angles for a distance of 26.46 feet; thence Northeasterly and at right angles for a distance of 5.00 feet back to the Point of Beginning, containing 132 square feet, more or less.

SPECIFIC PURPOSE SURVEY FOR: Bruce Buckbee; City of Key West;

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Standard of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6298

August 11, 2021

THIS SURVEY
IS NOT
ASSIGNABLE

Sheet Two of Two Sheets

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper
PSM #6298

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