

1103 WATSON STREET EASEMENT AGREEMENT

This agreement made this _____ day of _____, 2023,
between the City of Key West, Florida (hereinafter Grantor) and Robert Shannon and Joanne Shannon, the owners of the property located at 1103 Watson Street, Key West, Florida (hereinafter the Grantee) (RE #00033480-000000).

I. RECITALS

Grantee is the Owner of the property known as 1103 Watson Street, Key West, Florida. As depicted on the Specific Purpose Survey, the applicant has requested an easement for a one hundred twenty-two (122) square foot, more or less, portion of the City right-of-way. Portions of an existing concrete wall and the overhang of a frame shed encroaches one hundred twenty-two square feet, more or less, onto City owned property. Portions of Grantee's property currently extends a total of one hundred twenty-two (122) square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A parcel of land on the Island of Key West, and known as a part of the right of way of Virginia Street, and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Northeasterly right of way line of Watson Street and the Southeasterly right of way line of Truman Avenue (aka Division Street} and running thence in a Southeasterly direction along the said Northeasterly right of way line of Watson Street for a distance of 411.67 feet to the Southeasterly right of way line of Virginia Street; thence Northeasterly and at right angles along the said Southeasterly right of way line of Virginia. Street for a distance of 2.90 feet to the Point of Beginning; thence

Northeasterly along the previously described course for a distance of 66.10 feet to the Northernmost corner of the lands described in Official Records Book 3108, Page 2241, of the Public Records of Monroe County, Florida; thence Northwesterly and at right angles for a distance of 1.80 feet; thence Southwesterly with a deflection angle of 89°54 '48" to the left and along an existing concrete block wall for a distance of 66.10 feet to the corner of said wall; thence Southeasterly and at right angles for a distance of 1.90 feet to the Point of Beginning. Said Parcel containing 122 square feet, more or less.

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 1103 Watson Street, as more specifically described in the attached survey. The easement shall pertain to the existing concrete block wall and framed shed overhang, and not to any other encroachments.

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 specified in code Section 2-938(b)(3).
4. 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 Owners shall obtain Homeowner or Personal General 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 General 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".

6. The easement areas 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 areas.
8. The one hundred twenty-two (122) square foot area of the concrete block wall and framed shed overhang 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 damages caused by or resulting from the Grantee's improvement in the easement area.

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 concrete block wall and framed shed overhang.

The easement shall terminate upon the removal of the concrete block wall and framed shed overhang. Any reconstruction of the concrete block wall shall not encroach on the right of wall and shall also function to terminate the easement agreement.

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, 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 MCLAUCHLIN, CITY MANAGER

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____.

Signature of Notary Public-State of Florida

Name of Notary

Personally Known _____
Type of Identification
Produced _____

OR Produced Identification _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this _____ day of _____, 2023, by _____, authorized person of _____ on behalf of the Company.

Signature of Notary Public-State of Florida

Name of Notary

Personally Known _____
Type of Identification
Produced _____

OR Produced Identification _____

1" = 20'

Assumed



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

*SPECIFIC PURPOSE SURVEY FOR: Robert Shannon & Joanne Shannon;
City of Key West;*

J. LYNN O'DLYNN, INC.

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

THIS SURVEY
IS NOT
ASSIGNABLE

J. LYNN O'FLYNN, Inc.

Professional Surveyor & Mapper
PSM #6298

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