

### **302 AMELIA STREET EASEMENT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_,  
2023,

between the City of Key West, Florida (hereinafter Grantor) and Lindsay Properties LLC, the owners of the property located at 302 Amelia Street (RE #00026280-000000), Key West, Florida (hereinafter the Grantee).

#### **I. RECITALS**

Grantee is the Owner of the property known as 302 Amelia Street, Key West, Florida. As depicted on the attached Specific Purpose Survey, the applicant has requested an easement for a one-hundred forty-eight (148) square foot, more or less, portion of the City right-of-way. Portions of a wooden fence encroaches one-hundred forty-eight (148) square feet, more or less, onto City owned property. Portions of Grantee's property currently extends a total of one-hundred forty-eight (148) 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 Amelia Street and Thomas Street, and being more particularly described by metes and bounds as follows:

A portion of the public Right of Ways of Thomas Street and Amelia Street, on the Island of Key West, adjacent to Lot

23, Square 2, Tract 10, Plat and Tracts 10 and 15, Key West, according to the map or plat thereof as recorded in Plat Book 1, Page 40, of the public records of Monroe County, Florida, and being more particularly describes as follows, to-wit:

Beginning at the Southwesterly corner of the said Lot 24, Square 2, thence  $S69^{\circ}03'39''W$  for a distance of 1.50 feet to a point on the Southwesterly face of an existing wood fence; thence  $N20^{\circ}46'18''W$  and along the said Southwesterly face of an existing wood fence for a distance of 80.80 feet to the Northwesterly corner of the said wood fence; thence  $N68^{\circ}57'26''E$  and along the Northwesterly face of the said wood fence for a 46.54 feet to the Northeasterly corner of the said wood fence; thence  $S20^{\circ}40'26''E$  for a distance of 0.59 feet to a point on the Northwesterly face of an existing concrete block wall; thence  $N69^{\circ}02'25''E$  along the Northwesterly face of the said concrete block wall for a distance e of 4.21 feet to the Northwesterly corner of said concrete block wall; thence  $S20^{\circ}57'35''E$  along the Northeasterly face of the said concrete block wall for a distance of 0.13 feet to a point on the Northerly boundary line of the said Lot 24, Square 2; thence  $S68^{\circ}48'51''W$  along the Northwesterly boundary line of the said Lot 24, Square 2 for a distance of 49.49 feet to the Northwesterly corner of

the said Lot 25, Square 2, thence S20°56'21"E along the Southwesterly boundary line of the said Lot 24, Square 2 for a distance of 79.95 feet back to the Point of Beginning. Containing 1147.92 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 302 Amelia Street, as more specifically described in the attached Specific Purpose Survey and legal description sketch. The easement shall pertain to the existing wooden fence, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. Ordinary repair and maintenance shall be permitted, which shall include repair and replacement of pickets and horizontal support beams. Replacement or reconstruction of fence posts or vertical structural supports shall function to terminate this easement. The Easement shall terminate if the fence is enlarged, reconstructed, or replaced.
2. Any reconstructed fence shall be erected on the lot of the Grantee and shall not extend into the public right-of-way.
3. Grantee agrees that the improvements located on the Easement shall not be enlarged or expanded.
4. The City may unilaterally terminate the Easement upon a

finding of public purpose by vote of the Key West City Commission.

5. The Grantee shall pay the annual fee of \$400.00 specified in code Section 2-938(b) (3).
6. 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.
7. Prior to the Easement becoming effective, the Owners shall obtain Commercial 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 Commercial 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".
8. The Easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
9. The City reserves the right to construct surface or sub-surface improvements within the Easement areas.
10. The subject Easement area includes a one-hundred forty-

eight square-foot (148), more or less, portion of the Thomas and Amelia Street rights-of-way bounded by a wood fence and shall be the total allowed within the Easement area.

11. 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 conduct ordinary repair and maintenance of the fence.

The Easement shall terminate upon the removal, replacement, or reconstruction of the wood fence.

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

\_\_\_\_\_  
ALBERT CHILDRESS, CITY

MANAGER

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 OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Type of Identification  
Produced

\_\_\_\_\_  
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 OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Type of Identification  
Produced  
\_\_\_\_\_

