417 ELIZABETH STREET REAR EASEMENT AGREEMENT

This agreement made this ___day of _____, 2025, between the City of Key West, Florida (hereinafter Grantor) and Wade Morgan & Richard Bascom, the owners of the property located at 417 Elizabeth Street Rear (RE # 00006190-000000), Key West, Florida (hereinafter the Grantee).

I. RECITALS

Grantee is the Owner of the property known as 417 Elizabeth Street Rear, Key West, Florida. As depicted on the Specific Purpose Survey, the applicant has requested an easement for an approximately two hundred and two point sixteen (202.16) square feet, more or less, to install two (2) water lines coming from water meters. Portions of Grantee's property currently extends to a total of two hundred and two point sixteen (202.16) square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

BEGINNING at the Intersection of the Northeasterly Right-of-Way line of Elizabeth Street and the Northwesterly Right-of-Way line of Russel Lane and thence N57°24'34"E along the said Northwesterly Right-of-Way line of Russel Lane for a distance of 101.08 feet to a point on the Southwesterly boundary line of the lands described in Official Records Book 31 18, at Page 1508 of the Public Records of Monroe County, Florida; thence S32°37'19"E along the said Southwesterly boundary line of the lands described in Official Records Book 31 18, at Page 1508 of the Public Records of Monroe County, Florida for a distance of 2.00 feet to a point; thence S57°24'34"W along a line Two (2) feet Southeasterly and parallel to the said Northwesterly Right-of-Way line of Russel Lane for a distance of 101.08 feet to a point on the said Northeasterly Right-of-Way line of Elizabeth Street; thence N32°37'19"W along the said Northeasterly Right-of-Way line of Elizabeth Street for a distance of 2.00 feet back to the Point of Beginning. (Containing 202.16 Sq. Ft +/-)

The Grantor hereby agrees to grant and convey to the Grantee an easement for to allow for the repair and maintenance of encroachments consisting of a wooden fence and brick pavers at the property located at 417 Elizabeth Street Rear, as more specifically described in the attached Specific Purpose Survey dated May 5, 2025. The easement shall pertain to the encroachments identified in the attached Specific Purpose Survey for a total easement area of 202.16 square feet, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. The Easement shall terminate if the water lines are enlarged, reconstructed, or replaced beyond the materials and three-dimensional footprint described herein.
2. Ordinary repair and maintenance shall be permitted.
3. A reconstructed water line shall be erected in the same materials and three-dimensional footprint as contemplated in this easement after a review for consistency by the Planning Department.
4. Grantee agrees that the improvements located on the Easement shall not be enlarged or expanded beyond what is approved herein.
5. The Easement shall allow for the water line encroachments and a total easement area of 202.16 square feet as depicted on the survey prepared by Eric A. Isaacs of Florida Keys Land Surveying dated May 5th, 2025. Additional or future easement area shall require an amendment in accordance with Sec. 2-938 of the City Code.
6. Any and all fencing shall be subject to the review and approval of the City of Key West Historic Architectural Review Commission (HARC) consistent with HARC Guidelines.
7. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
8. The Grantee shall pay the annual fee as specified in Section 2-938(b)(3) of the City Code.
9. 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.
10. 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”.

11. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
12. The City reserves the right to construct surface or sub-surface improvements within the City owned easement areas.
13. The City reserves the right of entry/re-entry for the easement areas for the purposes of inspection, maintenance, improvements, and operations in connection with City owned/leased property.
14. 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 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 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 without an appropriate development plan approval pursuant to Section 108-91 of the City Code. Grantee shall have the right to repair and maintain the individual encroaching features.

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 on the date above written.

ATTEST: CITY OF KEY WEST

_____ _____

KERI O'BRIEN, CITY CLERK BRIAN L. BAROSSO, CITY MANAGER

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by BRIAN L. BAROSSO, 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

_____, _____

Wade Morgan
as Owners of 417 Elizabeth Street Rear
Key West, Florida

Richard Bascom
as Owners of 417 Elizabeth Street
Key West, Florida

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, who are personally known to me or who have produced _____ as identification.

_____
Notary Public
State of _____

My commission expires:_____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, who are personally known to me or who have produced _____ as identification.

_____
Notary Public
State of _____

My commission expires:_____