

413 GREENE STREET

EASEMENT AGREEMENT

This Agreement made this _____ day of _____, 2020, between the City of Key West, Florida (hereinafter Grantor) and New Ideas, Inc. (Robert F. Lopez), as owner of property located at 413 Greene Street, Key West, Florida (hereinafter the Grantee) (RE # 00000620-000000).

I. RECITALS

Grantee is owner of the property known as New Ideas, Inc. 107 Fitzpatrick Street, Key West, Florida, including a structure with three (3) second-floor balconies located along Greene Street and Fitzpatrick Street that extend onto the Grantor's rights-of-way. Portions of Grantee's property, including the second-floor balconies, encroach 171.0-square feet, more or less, onto the Grantor's right-of-way.

Specifically - Balcony 1: Commencing at the intersection of the Northwest corner of Greene Street and the Northeast Corner of Fitzpatrick Street and running thence in a Northwesterly direction for a distance of 20.52-feet to the face of an existing metal balcony and the point of beginning; Thence at right angles in a Northwesterly direction along the face of said balcony for a distance of 2.54-feet; Thence at right angles in a Northwesterly direction along and perpendicular to said balcony 27.0-feet; Thence at right angles in a Southwesterly direction along said balcony

2.54-feet; Thence at right angles in a Southeasterly direction 27.0-feet back to the point of beginning containing 68.0-square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated February 14, 2020 by Eddie A. Martinez of Monroe County Surveying & Mapping, Inc. (Copy attached hereto). This encroachment impedes marketability of the property.

Specifically - Balcony 2: Commencing at the intersection of the Northwest corner of Greene Street and the northeast corner of Fitzpatrick Street and running thence in a Northwesterly direction for a distance of 169.43-feet to the face of an existing metal balcony and the point of beginning; Thence at right angles in a Northwesterly direction along the face of said balcony for a distance of 3.95-feet; Thence at right angles in a Northwesterly direction along and perpendicular to said balcony 17.8-feet; Thence at right angles in a Southwesterly direction along said balcony 3.95-feet; Thence at right angles in a Southeasterly direction 17.8-feet back to the point of beginning containing 70.3-square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated February 14, 2020 by Eddie A. Martinez of Monroe County Surveying & Mapping, Inc. (Copy attached hereto). This encroachment impedes marketability of the property.

Specifically - Balcony 3: Commencing at the intersection of the Northwest corner of Greene Street and the Northeast corner of Fitzpatrick Street and running thence in a Northeasterly direction of 69.94-feet to the face of an existing metal balcony and the point of beginning; Thence at right angles in a Southwesterly direction along the face of said balcony for a distance of 1.77-feet; Thence at right angles in a Northeasterly direction along and perpendicular to said balcony 18.5-feet; Thence at right angles in a Northwesterly direction along said balcony 1.77-feet; Thence at right angles in a Southwesterly direction 18.5-feet back to the point of beginning containing 32.7-square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated February 14, 2020 by Eddie A. Martinez of Monroe County Surveying & Mapping, Inc. (Copy attached hereto). This encroachment impedes marketability of the property.

II. CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to the Grantee an easement agreement for encroachments, at the property located at 413 Greene Street, as more specifically described in the attached survey. The easement agreement shall pertain to the three (3) second-floor balconies located along Greene Street and Fitzpatrick Street related to structural encroachments herein described, and not to any other encroachment. The grant of this easement agreement is conditioned upon the following:

(1) The easement shall terminate upon the replacement of the structures.

(2) The City may unilaterally terminate the easement upon a finding of public purpose by a vote of the Key West City Commission.

(3) The owner shall pay the annual fee of \$400.00 specified in Section 2-938(b)(3) of the Code of Ordinances.

(4) The owner 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) The easement shall terminate upon the failure of the property owner to maintain Commercial liability insurance in a minimum amount of one million dollars (1,000,000.00) per incident (or such other amount as may be legislatively determined to be the maximum extend of sovereign immunity waiver) naming the City as an additional insured for that portion of real property which is the subject of this easement.

(6) The area to repair and maintain the existing three (3) balconies onto Greene Street and Fitzpatrick Street rights-of-way shall be the total allowed within the easement area.

(7) The easement area shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.

(8) The City reserves the right to construct surface improvements within the easement area.

(9) The three (3) balconies shall be repaired to Florida Building Code requirements, certified by a licensed design professional, and shall be structurally sound allowing for ingress and egress.

(10) Structural inspection of the three (3) balconies shall be performed annually.

III. 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.

IV. 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 improvements in the ordinary course of maintenance.

The easement shall terminate upon the replacement of the structure.

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 agreement 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, or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver, naming the City of Key West as an additional insured, for that portion of real property which is the subject of this easement agreement.

This easement agreement 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.

(Balance of page left intentionally blank.)

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 _____, 2020 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.

Notary Public
State of Florida

My commission expires: _____

GRANTEE:

By: Robert F. Lopez, _____ for 413 Greene Street, Key West,
Florida

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____
day of _____, 2020, by _____,
for New Ideas, Inc. at 413 Greene Street, Key West, Florida, who is
personally known to me or who has produced _____ as
identification.

Notary Public
State of _____

My commission expires: _____