

**427 CATHERINE STREET**

**EASEMENT**  
**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
between the City of Key West, Florida (hereinafter Grantor) and Lewis C. Haskell and Susan M. Haskell,  
Trustees, for property located at 427 Catherine Street, Key West, Florida (hereinafter the Grantee) (RE #  
00027960-000000).

**I. RECITALS**

Grantee is the owner of the property known as 427 Catherine Street, Key West, Florida,  
including a portion of the one-story framed house, front and side eaves, and planters that extend onto  
Catherine Street onto the Grantor's right-of-way. Portions of Grantee's property would extend 89.68  
square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A portion of the public Right of Way of Catherine Street, on the Island of Key West, according to  
Charles W. Tift's Map as recorded in Deed Book "L" at page 433 of the Public Records of Monroe County  
, Florida, and being more particularly described as follows: Commencing at the intersection of the  
Westerly Right of Way line of Duval street and the Northerly Right of way line of Catherine Street,  
thence North 90 degrees 00'00" West along the Northerly Right of Way line of Catherine Street a  
distance of 85.80 feet to the Easterly face of an existing one story frame house, said point being the  
Point of Beginning of the parcel of land hereinafter described; thence South 00 degrees 00'00" Easterly  
face of an existing planter wall. For a distance of 5.90 feet to the Southeasterly corner of the said  
existing planter wall; thence North 90 degrees 00'00" West along the Southerly face of the said existing  
planter wall, for a distance of 15.20 feet to the Southwesterly corner of the said existing planter wall;  
thence North 00 degrees 00'00" East along the Westerly face of the said existing planter wall and the  
Westerly face of the said existing one story frame house for a distance of 5.90 feet to a point on the  
Northerly Right of Way line of Catherine Street; thence North 90 degrees 00'00" East along the said

Northerly Right of Way line of Catherine Street for a distance of 15.20 feet back to the Point of beginning.

Land described herein contains 89.68 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated June 22, 2020, drawn by Eric A. Isaacs, PSM, (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 427 Catherine Street, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to maintain a portion of the one-story framed house, front and side eaves, and planters onto the Catherine Street right-of-way herein described, 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 portion of the front of the house, front and side eaves, and planters.
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 \$300.00 specified in code Section 2-938(b)(2).
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 Grantee shall obtain 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 Homeowners or Personal Lines form. Grantee shall

furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".

6. Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".
7. The easement areas 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 or sub-surface improvements within the easement areas.
9. The subject area includes a portion of the front of the house measuring approximately 5.9 feet by 15.2 feet including 89.68 square feet including a portion of the front and side eaves, and planters onto Catherine Street right-of-way and shall be the total allowed within the easement area.
10. 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 \$300.00, 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 portion of the front of the house, front and side eaves, and planters.

The easement shall terminate upon the removal of the portion of the front of the house, front and side eaves, and planter.

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

\_\_\_\_\_  
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: Lewis C. Haskell and Susan M. Haskell, Trustees, \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day of \_ 2020, by \_\_\_\_\_ for 427 Catherine Street, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_

My commission expires: