

## 600 FRONT STREET EASEMENT AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the City of Key West, Florida (hereinafter Grantor) and Taylor C. Kessel of XHR Bottling Corp., the owners of the property located at 600 Front Street (RE# 00000220-000100), Key West, Florida (hereinafter the Grantee).

### I. RECITALS

Grantee is the Owner of the property known as 600 Front Street, Key West, Florida. As depicted in the Specific Purpose Survey, the applicant has requested an easement for approximately two-hundred and twenty-nine and point eighty-three (229.83) square feet to memorialize an existing encroachment of a portion of the subject building's balcony. Portions of Grantee's property currently extends a total two-hundred and twenty-nine and point eighty-three (229.83) square feet onto the Grantor's Rights-of-Way, specifically:

*A portion of the Right of Way of Front Street, on the Island of Key West and adjacent to Lot 1 of square 5, according to the W. A. Whitehead's Map of the Island of Key West, delineated in February, A.D. 1829, as a portion of the Public Right-of-way od Simonton Street and being more particularly described by metes and bounds as follow:*

*COMMENCING at the intersection of the Southeasterly Right-of-Way line of Front Street and the Northeasterly Right-of-Way line of Simonton Street and run thence S34°04'06"E along the said Northeasterly Right-of-Way line of Simonton Street for a distance of 0.80 feet to the point of intersection with the said Northeasterly Right-of-Way line of Simonton Street and the Northwesterly face of an existing two story building, said point being the Point of Beginning of the parcel of land hereinafter described; thence continue S34°04'06"E along the said Northeasterly Right-of-Way line of Simonton Street for a distance of 64.80 feet to the Southeasterly face of the said existing two story building; thence S56°12'50"W along the said Southeasterly face of the said existing two story building and the Southeasterly face of an existing balcony for a distance of 3.71 feet to the Southwesterly corner of the said balcony; thence N33°47'10"W along the Southwesterly face of the said existing balcony for a distance of 64.80 feet to the Northwesterly corner of the said existing balcony; thence N56°12'50"E along the Northwesterly face of the said existing balcony and the Northwesterly face of the said existing two story building for a distance of 3.39 feet back to the Point of Beginning. (Containing 229.83 Sq. Ft. +/-)*

The Grantor hereby agrees to grant and convey to the Grantee an easement to allow for the

repair and maintenance of encroachments consisting of a balcony at the property located at 600 Front Street, as more specifically described in the attached Specific Purpose Survey dated March 11, 2026. The easement shall pertain to the encroachments identified in the attached Specific Purpose Survey for a total easement area of 229.83 square feet, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. Ordinary repair and maintenance shall be permitted.
2. Grantee agrees that the improvements located on the Easement shall not be enlarged or expanded beyond what is approved herein.
3. The Easement shall allow for the existing encroachments as depicted on the survey prepared by Florida Keys Land Surveying, by Eric Isaac dated March 11, 2026, and a total easement area of 229.83 square feet as depicted on the survey prepared by Eric Isaac of Florida Keys Land Surveying dated March 11, 2026. Additional or future easement area shall require an amendment in accordance with Sec. 2-938 of the City Code.
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 as specified in Section 2-938(b)(3) of the City Code.
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 City owned easement areas.
10. 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.
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 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. BARROSO, 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 \_\_\_\_\_, 2026, by Brian L. Barroso, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

My commission expires: \_\_\_\_\_

GRANTEE

\_\_\_\_\_  
Taylor C. Kessel of XHR Bottling Corp

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

My commission expires: \_\_\_\_\_