

EASEMENT AGREEMENT

This agreement made this _____ day of _____ 2023, between the City of Key West, Florida (hereinafter Grantor) and 900 Frances Street LLC, the owner of the property located at 900 Frances Street (RE #00020740-000000), Key West, Florida (hereinafter the Grantee).

I. RECITALS

Grantee is the Owner of the property known as 900 Frances Street, Key West, Florida. As depicted on the Specific Purpose Survey, the applicant has requested an easement agreement to maintain the front portion of an existing historic structure, and a wooden overhang. The requested easement area encroaches 156.51 square feet, more or less, onto City owned property. Portions of Grantee's property extend a total of 156.51 square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A Parcel of land on the Island of Key West, lying within the public Right-Of-Way of Frances Street and lying immediately adjacent to Tract 6, according to Wm. A. Whitehead's map of the Island of Key West, delineated in February 1829, said parcel being more particularly described as follows, To-Wit:

Commence at the intersection of the Southeasterly Right-of-Way line of Olivia Street and the Southwesterly Right-of-Way

line of Frances Street, thence $S27^{\circ}35'08''E$ along the said Southwesterly Right-Of-Way line of Frances Street for a distance of 0.88 feet to a point on the Northwesterly face of an existing overhang of a two story frame building, said point being the Point of Beginning; thence along the said existing overhang of the two story frame building for the following seven (7) courses and distances; (1) $N63^{\circ}01'29''E$ along the Northwesterly face of the said overhang for a distance of 3.68 feet to the Northeasterly corner of the said overhang; (2) $S26^{\circ}58'31''E$ along the Northeasterly face of the said overhang for a distance of 1.00 feet to the Southeasterly corner of said overhang; (3) $N63^{\circ}01'29''E$ along the Northwesterly face of the said overhang for a distance of 3.80 feet to the Northeasterly corner of the said overhang; (4) $S26^{\circ}58'31''E$ along the Northeasterly face of the said overhang for a distance of 20.30 feet to the Southeasterly corner of said overhang; (5) $S63^{\circ}01'29''W$ along the Southeasterly face of the said overhang for a distance of 3.80 feet to the Northeasterly corner of said overhang; (6) $S26^{\circ}58'31''E$ along the Northeasterly face of the said overhang for a distance of 1.00 feet to the Southeasterly corner of said overhang; (7) $S63^{\circ}01'29''W$ along the Southeasterly face of the said overhang for a distance of 3.44 feet to a point on the Southwesterly Right-of-Way line

of Frances Street; thence N27°35'08"W along the said Southwesterly Right-of-Way line of Frances Street for a distance of 22.30 feet back to the Point of Beginning. Said parcel of land contains 156.51 Square Feet, more or less.

The Grantor hereby agrees to grant and convey to the Grantee an easement for existing encroachments at the property located at 900 Frances Street, as more specifically described in the attached Specific Purpose Survey and legal description sketch. The easement shall pertain to addressing the encroachments to maintain the front portion of an existing historic structure and the wooden overhang described herein, 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 structures.
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 \$400.00 specified in code Section 2-938(b)(3).
4. The 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 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. The Grantee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".
6. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
7. The City reserves the right to construct surface or sub-surface improvements within the easement areas.
8. The subject area includes 156.51 square feet, more or less, of the front of the historic structure and the wooden overhang which encroaches into City-owned property as described in the attached legal description and shall be the total allowed within the easement area.
9. 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 use thereof into full compliance with all city and state laws and regulations, if it is not now in full compliance. The Grantee further agrees to pay the 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

The Grantee agrees that the improvements located on the Easement shall not be enlarged or expanded.

The Grantee shall have the right to repair and maintain the historic structure and/or wooden overhang.

The easement shall terminate upon the removal of all improvements located within the easement area.

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 written above.

ATTEST:

CITY OF KEY WEST:

KERI O'BRIEN, 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 _____ day of _____, 2023 by

_____,'

authorized person of _____

on behalf of the Company.

Signature of Notary Public-State of Florida

My commission expires:

GRANTEE

By: Dennis Piscopink, Registered Agent of 900 Frances Street

LLC, _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this
_____ Day of _____, 2023 by _____

for 900 Frances Street, who is personally known to me or who
has produced _____ as identification.

State of _____
Notary Public

My commission expires: