

**927 CATHERINE STREET**  
**EASEMENT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
between the City of Key West, Florida (hereinafter Grantor) and Daniel DelPercio, for property located  
at 927 Catherine Street, Key West, Florida (hereinafter the Grantee) (RE # 00031710-000000).

**I. RECITALS**

Grantee is the owner of the property known as 927 Catherine Street, Key West, Florida,  
including 258 square feet, more or less, of a portion of the principal structure, covered porch, and  
concrete pad which extend onto the Grantor's right-of-way. Portions of Grantee's property would  
extend 8.9 linear feet by 29.26 linear feet, onto the Grantor's Rights-of-Way, specifically:

Legal Description:

A parcel of land on the Island of Key West, and known as a portion of the right of way of Catherine  
Street adjacent to Lots 13 and 14, Square 5, of Watson's Subdivision, according to a diagram as recorded  
in Deed Book I, Page 209, of the Public Records of Monroe County, Florida, said parcel being more  
particularly described by metes and bounds as follows:

COMMENCE at the intersection of the Northwesterly right of way line of Catherine Street with  
the Southwesterly right of way line of Grinnell Street and run thence Southwesterly along the  
Northwesterly right of way line of the said Catherine Street for a distance of 91.50 feet to the Point of  
Beginning; thence continue along the Northwesterly right of way line of the said Catherine Street for a  
distance of 29.26 feet to the Northeasterly face of an existing concrete block wall; thence Southeasterly  
and at right angles for a distance of 8.90 feet; thence Northeasterly and at right angles, along the  
Southeasterly face of a concrete block wall, and extensions thereof, for a distance of 9.59 feet to the  
Southwesterly face of an overhang on an existing open porch on a One and Two Story structure; thence

Southeasterly with a deflection angle of 86°47'47" to the right and along said overhang for a distance of 0.43 feet; thence Northeasterly and at right angles and along the Southeasterly face of said overhang, and extension thereof for a distance of 19.67 feet; thence Northwesterly with a deflection angle of 86°47'47" to the left for a distance of 8.23 feet back to the Point of Beginning, containing 258 square feet, more or less.

Land described herein contains 258 square feet, more or less, as specifically described, and illustrated in the attached specific purpose survey dated August 13, 2021, drawn by J. Lynn O' Flynn, P.S.M. of J. Lynn O'Flynn, Inc., (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 927 Catherine Street, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to maintain 258 square feet, more or less, of portions of the principal structure, covered porch, and concrete pad on 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 upon the removal of the 258 square feet, more or less, of portions of the principal structure, covered porch, and concrete pad on the Catherine Street right-of-way.
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 Owners shall obtain Homeowner or Personal 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 Homeowner or Personal 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".
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 two hundred fifty-eight (258) square feet, more or less, of a portion of the principal structure, the covered porch, and a portion of the concrete pad, on the Catherine Street right-of-way 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.

## 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 \$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.

Grantee shall have the right to repair and maintain the 258 square feet, more or less, of portions of principal structure, covered porch, and concrete pad.

The easement shall terminate upon the removal of the 258 square feet, more or less, of portion of principal structure, covered porch, and concrete pad.

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 or additional interest, 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

\_\_\_\_\_  
PATTI MCLAUHLIN, CITY MANAGER STATE

OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_,  
2022 by PATTI MCLAUHLIN, 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: Daniel DelPercio, Trustees, \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this  
day of \_\_ 2022, by \_\_\_\_\_  
for 927 Catherine Street, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

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

My commission expires: