

# Easement Request 900 Frances Street



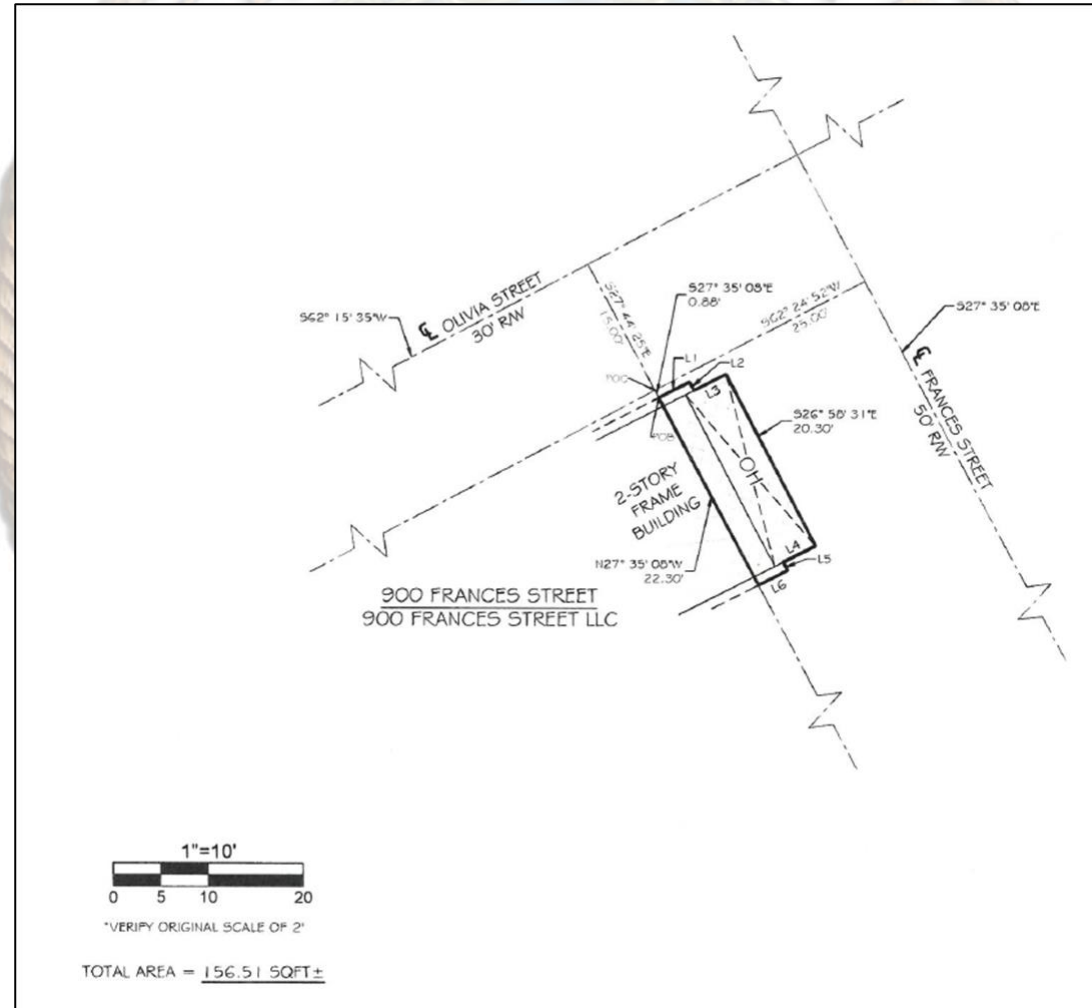
# Background

- The property is located within the Historic High Density Residential (HHDR) zoning district
- The structure is a contributing, historic structure that was constructed circa 1899



# Request

The applicant has requested an easement agreement for approximately 156.51 square-feet, more or less, to maintain a portion of an existing two-story structure and wooden overhang encroaching City-owned right-of-way.



# Staff Recommendation

Planning Staff recommends **APPROVAL** of the requested Easement Agreement, contingent upon the following conditions:

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.

