

**210-216 DUVAL STREET**  
**EASEMENT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
between the City of Key West, Florida (hereinafter Grantor) and 210 Duval Street, LLC., for property  
located at 210-216 Duval Street, Key West, Florida (hereinafter the Grantee) (RE # 00001420-000000).

**I. RECITALS**

Grantee is the owner of the property known as 210-216 Duval Street, Key West, Florida,  
including reconstruction of three (3) balconies with the following dimensions: Parcel A balcony – 5’  
deep and 30’ wide, Parcel B balcony – 5’ deep and 19’-5 ½” wide, Parcel C balcony – 5’ deep and 22’- 8  
½ “ wide that would extend on Duval Street onto the Grantor’s right-of-way. Portions of Grantee’s  
property would extend a total of 403.53 square feet, more or less, onto the Grantor's Rights-of-Way,  
specifically:

“PARCEL A”

A portion of the public Right of Way of Duval Street, on the Island of Key West, according to  
William A. whitehead’s Map, delineated in February, A.D. 1829, and being more particularly described  
as follows, to-wit:

Commencing at the point of intersection of the Southeasterly right of way line of Charles  
Street and the Southwesterly right of way line of Duval Street, said point also being the Northeasterly  
corner of lands described in Official Records Book 2071, at Page 1603 of the Public Records of Monroe  
County, Florida; thence S33 degrees 41’59”E along the said Southwesterly right of way line of Duval  
Street and the Northeasterly boundary line of the said lands described in Official Records Book 2071,  
at Page 1603 of the Public Records of Monroe County, Florida, for a distance of 1.69 feet to a point on  
the Northwesterly face of a proposed balcony extended Southwesterly to the said Southwesterly right  
of way line of Duval Street, said point also being the Point of Beginning; thence continue S33 degrees

41'59"E along the said Southwesterly right of way line of Duval Street and the Northwesterly boundary line of the said lands described in Official Records Book 2071, at Page 1603 of the Public Records of Monroe County, Florida, for a distance 30.00 feet to a point on the Southeasterly face of a proposed balcony extended Southwesterly to the said Southwesterly right of way line of Duval Street; thence N56 degrees 15'42"E along the said Southeasterly face of a proposed balcony and extension thereof for a distance of 5.59 feet to the Southeasterly corner of the said proposed balcony; thence N33 degrees 44'18"W along the Northeasterly face of the said proposed balcony for a distance of 30.00 feet to the Northeasterly corner of the said proposed balcony; thence S56 degrees 15'42"W along the said Northwesterly face of the proposed balcony and extension thereof for a distance of 5.57 feet back to the point of beginning. Said parcel of land contains 167.26 square feet, more or less.

"PARCEL B"

A portion of the public Right of Way of Duval Street, on the Island of Key West, according to William A. Whitehead's Map, delineated in February, A.D. 1829, and being more particularly described as follows, to-wit:

Commencing at the point of intersection of the Southeasterly right of way line of Charles Street and the Southwesterly right of way line of Duval Street, said point also being the Northeasterly corner of lands described in Official Records Book 2071, at Page 1603 of the Public Records of Monroe County, Florida; thence S33 degrees 41'59"E along the said Southwesterly right of way line of Duval Street and the Northwesterly boundary line of the said lands described in Official Records Book 2071, at Page 1603 of the Public Records of Monroe County, Florida, for a distance of 33.98 feet to a point on the Northwesterly face of a proposed balcony extended Southwesterly to the said Southwesterly right of way line of Duval street, said point also being the Point of Beginning; thence continue S33 degrees 41'59"E along the said Southwesterly right of way line of Duval Street and the Northeasterly boundary line of the said lands described in Official Records Book 2071, at Page 1603 of the Public

Records of Monroe County, Florida, for a distance of 19.46 feet to the point on the Southeasterly face of a proposed balcony extended Southwesterly to the said Southwesterly to the said Southwesterly right of way line of Duval Street; thence N56 degrees 15'42"E along the said Southeasterly face of a proposed balcony and extension thereof for a distance of 5.60 feet to the Southeasterly corner of the said proposed balcony; thence N33 degrees 44'18"W along the Northeasterly face of the said proposed balcony for a distance of 19.46 feet to the Northeasterly corner of the said proposed balcony; thence S56 degrees 15'42"W along the said Northwesterly face of the proposed balcony and extension thereof for a distance of 5.59 feet back to the point of beginning. Said parcel of land contains 108.87 square feet, more or less.

"PARCEL C"

A portion of the public Right of Way of Duval street, on the Island of Key West, according to William A. Whitehead's Map, delineated in February, A.D. 1829, and being more particularly described as follows, to-wit:

Commencing at the point of intersection of the Southeasterly right of way line of Charles Street and the Southwesterly right of way line of Duval Street, said point also being the Northeasterly corner of lands described in Official Records Book 2071, at Page 1603 of the Public Records of Monroe County, Florida; thence S33 degrees 41'59"E along the said Southwesterly right of way line of Duval Street and the Northwesterly boundary line of the said lands described in Official Records Book 2071, at Page 1603 of the Public Records of Monroe County, Florida, for a distance of 57.32 feet to a point on the Northwesterly face of a proposed balcony extended Southwesterly to the said Southwesterly right of way line of Duval Street, said point also being the Point of beginning; thence continue S33 degrees 41'59"E along the said Southwesterly right of way line of Duval Street and the Northwesterly boundary line of the said lands described in Official Records Book 2071, at Page 1603 of the Public Records of Monroe County, Florida, for a distance of 22.71 feet to a point on the Southeasterly face of

a proposed balcony extended Southwesterly to the said Southwesterly right of way line of Duval Street; thence N56 degrees 15'42"E along the said Southeasterly face of a proposed balcony and extension thereof for a distance of 5.62 feet to the Southeasterly corner of the said proposed balcony; thence N33 degrees 44'18"W along the Northwesterly face of the said proposed balcony for a distance of 22.71 feet to the Northeasterly corner of the said proposed balcony; thence S56 degrees 15'42"W along the said Northwesterly face of the proposed balcony and extension thereof for a distance of 5.60 feet back to the point of beginning. Said parcel of land contains 127.40 square feet, more or less.

Land described herein for the reconstruction of three (3) balconies located on the second floor which totals 403.53 square feet, more or less, as specifically described and illustrated in the attached legal description sketch dated February 21, 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 210-216 Duval Street, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments for the reconstruction of three (3) second-floor balconies with the following dimensions: Parcel A balcony – 5' deep and 30' wide, Parcel B balcony – 5' deep and 19'-5 ½" wide, Parcel C balcony – 5' deep and 22'- 8 ½ " wide onto the Duval 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 three (3) second-story balconies with the following dimensions: Parcel A balcony – 5' deep and 30' wide, Parcel B balcony – 5' deep and 19'-5 ½" wide, Parcel C balcony – 5' deep and 22'- 8 ½ " wide.
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. 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 an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on a primary and non-contributory basis utilizing an ISO standard endorsement at least as broad as CG 20 10 (11/85) or its Equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) including a "Waiver of Subrogation" clause in favor of City of Key West on all policies. The Owners shall maintain the Personal Liability coverage summarized above, including the "additional insured" endorsement, with coverage continuing in full force during the period of time this easement agreement remains in effect.
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 reconstruction of three (3) second-story balconies with the following dimensions: Parcel A balcony – 5' deep and 30' wide, Parcel B balcony – 5' deep and 19'-5 ½" wide, Parcel C balcony – 5' deep and 22'- 8 ½ " wide which include a total of 403.53 square feet onto the Duval 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 \$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 three (3) second-story balconies with the following dimensions: Parcel A balcony – 5' deep and 30' wide, Parcel B balcony – 5' deep and 19'-5 ½" wide, Parcel C balcony – 5' deep and 22'- 8 ½ " wide.

The easement shall terminate upon the removal of the three (3) second-story balconies with the following dimensions: Parcel A balcony – 5' deep and 30' wide, Parcel B balcony – 5' deep and 19'-5 ½" wide, Parcel C balcony – 5' deep and 22'- 8 ½ " wide.

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 one million 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 \_\_\_\_\_, 2021 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: 210 Duval Street, LLC., \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this day of \_\_\_ 2021, by \_\_\_\_\_ for 210-216 Duval Street, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

My commission expires: