

This agreement made this _____ day of _____, 2024,

between the City of Key West, Florida (hereinafter Grantor) and Daniel DelPercio, the owner of the property located at 927 Catherine Street (RE #00031710-000000), Key West, Florida (hereinafter the Grantee).

I. RECITALS

Grantee is the Owner of the property known as 927 Catherine Street, Key West, Florida. As depicted on the Specific Purpose Survey, the applicant has requested an easement for approximately two hundred and fifty-eight (258) square feet portion of the City right-of-way, in order to maintain the home and porch which encroach on Catherine Street. Portions of Grantee's property currently extends a total of two hundred and fifty-eight (258) square feet onto the Grantor's Rights-of-Way, specifically:

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 1, 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 GRINNEL 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 LINE OF THE SAID CATHERINE STREET FOR A DISTANCE OF 29.26 FEET TO 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.

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 the encroachments listed in the Survey provided to City Commission dated August 13, 2021.

The granting of this easement is conditioned upon the following:

1. The Easement shall allow for the existing encroachments as depicted on the survey prepared by J. Lynn O'Flynn of J. Lynn O'Flynn, Inc. dated August 13th, 2021. Additional or future encroachments shall require an amendment of this easement in accordance with Sec. 2-938 of the City Code.
2. Any and all modifications of the existing porch shall be subject to the review and approval of the City of Key West Historic Architectural Review Commission (HARC) consistent with HARC Guidelines.
3. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
4. The Grantee shall pay the annual fee as specified in Section 2-938(b)(3) of the City Code.
5. 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.
6. 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".

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. 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 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 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 the date above written.

ATTEST:

CITY OF KEY WEST

KERI O'BRIEN, CITY CLERK

TODD STOUGHTON, CITY MANAGER

STATE OF FLORIDA
COUNTY OF MONROE

RR

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization this _____ day of _____, 2024, by _____.

Signature of Notary Public-State of Florida

Name of Notary

Personally Known _____

OR Produced Identification _____

Type of Identification

Produced _____

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by TODD STOUGHTON, 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 T. DelPercio
as Owner of the
927 Catherine Street

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, who are personally known to me or who have produced _____ as identification.

Notary Public
State of _____

My commission expires: _____