

RESOLUTION NO. _____

907 FRANCES STREET EASEMENT

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN EASEMENT OF 461 SQUARE FEET, MORE OR LESS, TO ADDRESS THE ENCROACHMENT OF AN EXISTING PRINCIPAL STRUCTURE EAVES, A DETACHED BEDROOM, TWO EXISTING CISTERNS, A SHED, A WOODEN FENCE, A CONCRETE WALL, BRICK PAVERS AND LANDSCAPING WHICH ENCROACH ONTO THE HAVANA AVENUE RIGHT-OF-WAY LOCATED AT 907 FRANCES STREET, KEY WEST, FLORIDA (RE # 00021700-000000); PROVIDING FEES AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That an easement of 461 square feet, more or less, for the real property described in the attached specific purpose survey prepared by J. Lynn O'Flynn of J. Lynn O'Flynn, Inc., dated March 3, 2014, revised on October 7, 2014 is granted subject to the execution of the attached easement agreement, incorporating the minimum conditions described in section 2 below.

Section 2: That the following conditions shall apply to the grant of easement:

(1) The easement shall terminate upon the replacement of the structure.

(2) The City may unilaterally terminate the easement upon a finding of public purpose by a vote of the Key West City Commission.

(3) The owner shall pay the annual fee of \$400.00 specified in Section 2-938(b) of the Code of Ordinances.

(4) The owner 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) The existing principal structure eaves, a detached bedroom, two existing cisterns, a shed, a wooden fence, a concrete wall, brick pavers and landscaping shall be the only total allowed construction within the easement area.

(6) The property owner must maintain the vegetation from impacting the access to Havana Avenue.

(7) The easement area 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 improvements within the easement area.

(9) Grantee shall secure, pay for, and file with the Grantor, prior to commencing any work under this Resolution, all certificates for public liability, and property damage liability

insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this Resolution, Grantee shall provide the minimum limits of liability coverage as follows:

General Liability

- a. \$2,000,000 Aggregate (Per Project)
- b. \$2,000,000 Products Aggregate
- c. \$1,000,000 Personal Injury
- d. \$300,000 Fire Damage/Legal

(10) Grantee shall furnish 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 2010 (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. Grantee shall maintain the General Liability coverage summarized above, including the "additional insured" endorsement, with coverage continuing in full force during the period of time this Resolution remains in effect.

(11) Grantee's insurance policies shall be endorsed to give 30 days written notice to Grantor in the event of cancellation or material change, using form CG 02 24, or its equivalent.

(12) Certificates of Insurance submitted to Grantor shall not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation / material change notice endorsements and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements shall also be required if necessary. Grantee shall advise its insurance agent accordingly.

(13) 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.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this _____ day of _____, 2016.

Authenticated by the presiding officer and Clerk of the Commission on _____, 2016.

Filed with the Clerk _____, 2016.

Mayor Craig Cates _____

Vice Mayor Clayton Lopez _____

Commissioner Samuel Kaufman _____

Commissioner Richard Payne _____

Commissioner Margaret Romero _____

Commissioner Billy Wardlow _____

Commissioner Jimmy Weekley _____

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK