



MEMORANDUM

Date: June 4, 2026

To: Honorable Mayor and Commissioners

Via: Brian L. Barroso
City Manager

CC: Patrick Wright, Growth Management Director
Taylor Brown, City Planner

From: James Singelyn
Senior Planner

Subject: **Request for an Easement Agreement at 600 Front Street (RE# 00000220-000100). File # 2026-5260**

Introduction

The purpose of the requested easement is to memorialize an existing encroachment of a portion of the subject building's balcony into the City of Key West right-of-way along the Simonton Street frontage, within the Historic Residential Commercial Core (HRCC-1) zoning district. The applicant has indicated that repair work on the building is anticipated later this year and seeks to ensure compliance with applicable City codes. The easement area is approximately 229.83 square feet and will continue to be used in accordance with its existing function.

The City Commission is authorized to consider the granting of such an easement pursuant to Chapter 2 (Administration), Article VIII (City Property), Division 3 (Real Property Disposition) of the Code of Ordinances. Sec. 2-938 (Easements) states, in part, that the "*City may grant an easement over any lands or interest therein owned by the city or any city agency.*" According to Sec. 2-938 (b), "*If the City grants an applicant's request for easement over any lands owned by*

Financial Impacts

If the request for the easement over City-owned land is granted, the Grantee shall be required to pay an annual fee to the City consistent with the below provisions contained in Sec. 2-938:

If the city grants an applicant's request for easement over any land owned by the city or any city agency, the applicant shall pay an annual fee to the city. The annual fee shall be prorated based on the effective date of the easement. The applicant shall pay the fee each subsequent year the easement is in effect, as follows:

- 1) Each easement granted by the city for the use of less than 20 square feet of city property, \$200.00.
- 2) Each easement granted by the city for the use of 20 square feet to 100 square feet of city property, \$300.00.
- 3) Each easement granted by the city for the use of more than 100 square feet of property, \$400.00.

Recommendation

The Planning Department recommends **approval** of the proposed easement agreement subject to the following conditions:

General Conditions:

1. Ordinary repair and maintenance shall be permitted.
2. This easement does not authorize any increase in the degree of encroachment or any additional improvements within the right-of-way.
3. The easement shall be limited to the existing encroachment area totaling 229.83 square feet as depicted on the survey prepared by Eric Isaacs of Florida Keys Land Surveying dated March 11, 2026. Additional or future easement area shall require an amendment in accordance with Sec. 2-938 of the City Code.
4. The City may unilaterally terminate the easement, upon a finding of public purpose by vote of the Key West City Commission.
5. The Grantee shall pay the annual fee as specified in Section 2-938(b)(3) of the City Code.
6. 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.
7. 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".

8. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
9. The City reserves the right to construct surface or sub-surface improvements within the City owned easement areas.
10. The City reserves the right of entry/re-entry for the easement areas for the purposes of inspection, maintenance, improvements, and operations in connection with City owned/leased property.
11. 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.