



920 CAROLINE STREET EASEMENT AGREEMENT

This agreement made this _____ day of _____, 2024,
between the City of Key West, Florida (hereinafter Grantor) and 920 Caroline St LLC, the owners of
the property located at 920 Caroline Street (RE #00002790-000000), Key West, Florida (hereinafter
the Grantee).

I. RECITALS

Grantee is the Owner of the property known as 920 Caroline Street, Key West, Florida. As depicted on the south and southwest portions of the Specific Purpose Survey, the applicant has requested an easement for approximately four hundred and fifty-three (453) square feet, more or less, portion of the City right-of-way, in order to construct a fence and to place any utilities and furniture incidental to the operation of a restaurant. The use of Portions of Grantee's property currently extends a total of four hundred and fifty three (453) square feet, more or less, onto the Grantor's property, specifically:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF GRINNELL STREET WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF CAROLINE STREET ; THENCE SOUTH 55°00'00" WEST, ALONG SAID RIGHT OF WAY LINE, 106.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 35° 08'36" EAST, ALONG THE WESTERLY FACE OF AN EXISTING CONC. WALL FOR A PARKING GARAGE, 106.55 FEET; THENCE SOUTH 55°07'13" WEST, ALONG THE NORTHERLY FACE OF AN EXISTING CONC. WALL FOR A PARKING GARAGE, 70.09 FEET; THENCE NORTH 34° 47'58" WEST, ALONG THE EASTERLY FACE OF AN EXISTING CONC. WALL FOR A PARKING GARAGE, 16.90 FEET; THENCE SOUTH 55°12'02" WEST, ALONG THE FACE OF AN EXISTING CONC.

WALL FOR A PARKING GARAGE, 0.23 FEET; THENCE NORTH 34° 47'58" WEST, ALONG AN EXISTING CHAINLINK FENCE, 9.47 FEET; THENCE NORTH 55°00'00" EAST, 6.24 FEET TO THE WESTERLY LINE OF A PARCEL DESCRBED IN OFFICIAL RECORDS BOOK 2687, PAGE 842; THENCE SOUTH 35°00'00" EAST, ALONG SAID PARCEL, 19.98 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE NORTH 55°00'00" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL, 50.00 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE NORTH 35°00'00" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL, 100.00 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF CAROLINE STREET; THENCE NORTH 55°00'00" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CAROLINE STREET, 13.74 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 1,837.69 FEET 0.04 ACRES MORE OR LESS.

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments and use as described herein, at the property located at 920 Caroline Street, as more specifically described in the attached survey as the southern and southwest sections. Grantee and Grantor both understand that the eastern portion of the specific purpose survey is a separate parcel owned by the Utility Board of the City of Key West (Commonly referred to as Keys Energy). A separate easement will need to be secured for use of the Keys land area. The easement shall pertain to the encroachments listed in the Survey provided to City Commission dated February 13th, 2024, and a total easement area of 453 square feet as depicted on the southern and southwest portion of the survey dated August 8th, 2024.

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 Robert Reece, of Reece & Associates, dated February 13th, 2024, and a total easement area of 453 square feet as depicted on the southern and southwest portions of the survey prepared by Robert Reece, of Reece & Associates, dated August 8th, 2024. Additional or future easement area shall require an amendment in accordance with Sec. 2-938 of the City Code.
2. Any and all fencing/walls shall be subject to the review and approval of the City of Key West Historic Architectural Review Commission (HARC) consistent with HARC Guidelines.

3. Any and all proposed consumption area, commercial activity, or expanded use within the easement area inconsistent with the terms of this easement shall require appropriate approval consistent with the land development regulations of the City Code.
4. Use of the easement area associated with property owned by the City of Key West adjacent to the south and west property lines shall be limited to storage, utilities and equipment consistent with restaurant use. Use of the easement on City owned property for consumption purposes shall be prohibited without the required approvals of the City of Key West.
5. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
6. The Grantee shall pay the annual fee as specified in Section 2-938(b)(3) of the City Code.
7. 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.
8. 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".
9. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
10. Applicant/owner shall also secure an easement from Keys Energy for any encroachments adjacent to the eastern property line pursuant to the satisfaction of the City Attorney.
11. The City reserves the right to construct surface or sub-surface improvements within the City owned easement areas.
12. 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.
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 caused by or resulting from the Grantee's improvement in the easement area.
14. The easement(s) shall automatically extinguish should the Grantee transfer, convey, or otherwise surrender control of the business or property located at 920 Caroline Street, Key West, FL.

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 without an appropriate approval pursuant to the land development regulations of the City Code. 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,
INTERIM CITY MANAGER

STATE OF FLORIDA
COUNTY OF MONROE

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: Lynn C. Bell
Manager/920 Caroline Street LLC

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: _____