

MEMORANDUM

Date: May 16, 2023
To: Ms. Katie Halloran, Planning Director
Ms. Zoe Porter, Planner I
From: Thomas Francis-Siburg
Cc: Mr. George Esbensen
Mr. Owen Trepanier
Re: **700 Eisenhower – Easement Conditions of Approval**



Proposed Condition	Staff	Applicant
1. The easement shall terminate with the removal of the structures.	Planning	Accepts
2. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.	Planning	Accepts
3. The Grantee shall pay the annual fee of \$400.00 specified in code Section 2-938(b)(3).	Planning	Accepts
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.	Planning	Accepts
5. Prior to the easement becoming effective, the Grantee shall obtain 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. Grantee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".	Planning	Accepts
6. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.	Planning	Accepts
7. The City reserves the right to construct surface or sub-surface improvements within the easement areas.	Planning	Accepts
8. The areas to maintain the requested 1,280.41 square foot area shall be the total allowed within the easement area.	Planning	Accepts
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.	Planning	Accepts
10. Applicant shall upkeep portions of the side-yard adjacent to the requested easement area, including mowing or weed-whacking any overgrowth that could pose as a threat to the health, safety, or general welfare of nearby residents.	Planning	Accepts
11. Individual picket repair shall be permitted. However, replacement or reconstruction of the wood fence or any structural elements, including fence posts or lateral framework, shall function to terminate this easement. A reconstructed fence shall be relocated out of the City right-of-way.	Planning	Accepts
12. Fire emergency access must be maintained along the southeasterly side of the building by 700 Eisenhower Dr.	Fire	Accepts
13. All trees in the easement area must be maintained by 700 Eisenhower Dr.	Urban Forestry	Accepts
14. All building deteriorations (such as spalling deterioration) on the building within the easement area must be maintained and repaired by 700 Eisenhower Dr.	HARC	Accepts
15. The existing mural on the front the building within the easement area must be maintained in a state of good repair by 700 Eisenhower Dr.	HARC	Accepts