

RESOLUTION NO. \_\_\_\_\_

700 EISENHOWER DRIVE EASEMENT

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN EASEMENT AGREEMENT FOR ENCROACHMENTS TOTALING 1,280.41 SQUARE FEET, MORE OR LESS, IN ORDER TO MAINTAIN A PORTION OF AN EXISTING TWO-STORY STRUCTURE, ELECTRICAL EQUIPMENT, A WOODEN DECK, TWO AIR CONDITIONING UNITS, AND A PORTION OF A FENCED-IN SIDE YARD ENCROACHING CITY-OWNED PROPERTY WITHIN THE HISTORIC MEDIUM DENSITY RESIDENTIAL (HMDR) ZONING DISTRICT AT 700 EISENHOWER DRIVE, KEY WEST, FLORIDA (RE #00023310-000000), PURSUANT TO SECTION 2-938 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FEES AND CONDITIONS.

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

Section 1: That an easement that would extend a total of 1,280.41 square feet, more or less, for the real property described in the attached legal description sketch prepared by Florida Keys Land Surveying for the proposed 1,280.41 square foot encroachment over City-owned property, dated February 28, 2023 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 granting of the easement:

- (1) The easement shall terminate with the removal of the structures.
- (2) The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City

Commission.

- (3) The Grantee shall pay the annual fee of \$400.00 specified in code Section 2-938(b) (3) .
- (4) The 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.
- (5) Prior to the easement becoming effective, the Grantee 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. The Grantee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".
- (6) The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
- (7) The City reserves the right to construct surface or sub-surface improvements within the easement areas.
- (8) The areas to maintain the following existing structures/yard items: the front of the historic structure, wooden deck, utility meters, two (2) air-conditioning units, and the portion of the

fenced-in side yard over City-owned property described in the attached legal description shall be the total allowed within the easement area.

- (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.
- (10) The Grantee shall maintain the mural on the façade of the concrete block structure in a state of good repair.
- (11) The Grantee shall maintain the historic structure in good repair; maintenance shall include, but not be limited to, repairing any spalling in the exterior concrete block walls.
- (12) The Grantee shall be responsible for the maintenance of the Royal Poinciana tree located within the side yard of the property.
- (13) The Grantee shall maintain the adjacent side yard as an accessible, debris free pathway for emergency personnel.
- (14) The Grantee shall upkeep the 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.
- (15) Individual picket repair shall be permitted; however, voluntary reconstruction of the picket fence shall be within

the Grantee's private property. In the event the Grantee reconstructs the picket fence the Grantee shall only reconstruct a picket fence in the same form as what currently exists.

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 \_\_\_\_\_, 2023.

Authenticated by the presiding officer and Clerk of the Commission on \_\_\_\_\_, 2023.

Filed with the Clerk \_\_\_\_\_, 2023.

Mayor Teri Johnston	_____
Vice Mayor Samuel Kaufman	_____
Commissioner Lisette Carey	_____
Commissioner Mary Lou Hoover	_____
Commissioner Clayton Lopez	_____
Commissioner Billy Wardlow	_____
Commissioner Jimmy Weekley	_____

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TERI JOHNSTON, MAYOR

ATTEST:

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CHERYL SMITH, CITY CLERK