534 DUVAL STREET EASEMENT AGREEMENT

This agreement made this _____day of _____, 2025,

between the City of Key West, Florida (hereinafter Grantor) and La Trattoria Land Holdings LLC, the owners of the property located at 534 Duval Street (RE # 00009760-000000), Key West, Florida (hereinafter the Grantee).

I. RECITALS

Grantee is the Owner of the property known as 534 Duval Street, Key West, Florida. As depicted on the Specific Purpose Survey, the applicant has requested an easement for an approximately two-hundred and twenty-two point seventy (222.70) square feet, more or less, to maintain a balcony and facade. Portions of Grantee's property currently extends a total of two-hundred and twenty-two point seventy (222.70) square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A portion of the Right of Way of Duval Street, on the Island of Key West and know on Wiliam A. Whitehead's Map delineated in February, A.D 1829, as a part of the said public Right of Way of Duval Street adjacent to Lot 1 in Square 51 of said Wiliam A. Whitehead's Map, Florida, and being more particularly described as follows:

On the Island of Key West and know on Wiliam A. Whitehead's Map delineated in February, A.D 1829, Part of Lot 1 in Square 51 of said Wiliam A. Whitehead's Map,

COMMENCING at the intersection of the Northwesterly Right of Way line of Southard Street and the Southwesterly Right of Way line of Duval Street, said point being at the Southeasterly corner of the lands described in Official Records Book 3026, at Page 1515 of the Public Records of Monroe County, Florida and thence N12°58'33"W along the said Southwesterly Right of Way line of Duval Street for a distance of 0.42 feet to a point on the Southeasterly face of an existing balcony, said point being the Point of Beginning of the parcel of land hereinafter described; thence continue N12°58'33"W along the said Southwesterly Right of Way line of Duval Street for a distance of 48.69 feet to a point on

the Northwesterly face of the said existing balcony; thence N76°50'39"E along the Northwesterly face of the said existing balcony for a distance of 4.60 feet to the Northeasterly corner of the said existing balcony; thence S12°54'06"E along the Northeasterly face of the said existing balcony for a distance of 48.72 feet to the Southeasterly corner of the said existing balcony; thence S77°17'55"W along the Southeasterly face of the said existing balcony for a distance of 4.54 feet back to the Point of Beginning (Containing 222.70 Sq. Ft +/-)

The Grantor hereby agrees to grant and convey to the Grantee an easement to allow for the repair and maintenance of encroachments consisting of a balcony and façade at the property located at 534 Duval Street, as more specifically described in the attached Specific Purpose Survey dated April 14th, 2025. The easement shall pertain to the encroachments identified in the attached Specific Purpose Survey for a total easement area of 222.70 square feet, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. The Easement shall terminate if the balcony is enlarged, reconstructed, or replaced beyond the materials and three-dimensional footprint described herein.
2. Ordinary repair and maintenance shall be permitted.
3. Any and all modifications to the balcony or facade shall be subject to the review and approval of the City of Key West Historic Architectural Review Commission (HARC) consistent with HARC Guidelines.
4. Grantee agrees that the improvements located on the Easement shall not be enlarged or expanded beyond what is approved herein.
5. The Easement shall allow for the existing encroachments as depicted on the survey prepared by Eric A. Isaacs of Florida Keys Land Surveying dated June 11th, 2025, and a total easement area of 222.70 square feet as depicted on the survey prepared by Eric A. Isaacs of Florida Keys Land Surveying dated June 11th, 2025. Additional or future easement area shall require an amendment in accordance with Sec. 2-938 of the City Code.

6. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
7. The Grantee shall pay the annual fee as specified in Section 2-938(b)(3) of the City Code.
8. 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.
9. 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”.
10. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
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.

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 development plan approval pursuant to Section 108-91 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 BRIAN L. BARROSO, CITY MANAGER

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by BRIAN L. BARROSO, 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:

as Authorized Member of

La Trattoria Land Holdings LLC

534 Duval Street

Key West, Florida

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, who are personally known to me or who have produced _____ as identification.

_____

Notary Public

State of _____

My commission expires:_____