1341 TROPICAL STREET EASEMENT AGREEMENT

This agreement made this ___day of _____, 2026, between the City of Key West, Florida (hereinafter the "Grantor") and the owner(s) of the property located at 1341 Tropical Street, Key West, Florida, RE# 00040900-000000 (hereinafter the "Grantee").

I. RECITALS

Grantee is the Owner of the property known as 1341 Tropical Street, Key West, Florida. As depicted on the Specific Purpose Survey, the applicant has requested an easement for an approximately two hundred and thirty-two feet (232) square feet, more or less, to maintain an existing carport and driveway that encroach into the City-owned property, as depicted on the survey prepared by J. Lynn O'Flynn of J. Lynn O'Flynn, Inc., dated November 25, 2025 ("Survey"). Portions of Grantee's property currently extends a total of two hundred and thirty-two feet (232) square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A parcel of land on the Island of Key West, known as a portion of the right-of-way of Tropical Street adjacent to Lot 2, Square 3, Tract 19 according to TROPICAL BUILDING INVESTMENT COMPANY'S SUBDIVISION of Tract 19, as recorded in Plat Book 1, Page 34, of the Public Records of Monroe County, Florida; said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the Northwesterly right-of-way line of Von Phister Street with the Northeasterly right-of-way line of Tropical Street and run thence Northwesterly along the Northeasterly right-of-way line of the said Tropical Street for a distance of 56.40 feet to the Southeasterly face of an existing carport overhang, said point being the Point of Beginning, thence continue Northwesterly along the Northeasterly right-of-way line of the said Tropical Street for a distance of 22.50 feet to the Northwesterly face of said carport overhang; thence Southwesterly and at right angles along said carport overhang for the distance of 10.30 feet; thence Southeasterly and at right angles along said carport overhang for

a distance of 22.50 feet; thence Northeasterly and at right angles along said carport overhang for a distance of 10.30 feet back to the Point of Beginning, containing 232 square feet, more or less.

The Grantor hereby agrees to grant and convey to the Grantee an easement to allow for the maintenance of encroachments consisting of 232 square feet of carport overhang at the property located at 1341 Tropical Streete, as more specifically described in the attached Specific Purpose Survey dated December 22, 2025. The easement shall pertain to the encroachments identified in the attached Specific Purpose Survey for a total easement area of 232square feet, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. The City hereby grants to the Grantee a non-exclusive easement over, under, and across the City-owned right-of-way property described and depicted on the Survey ("Easement Area"), solely for the purpose of allowing the existing carport and driveway encroachments to remain.
2. The Easement Area consists of approximately two hundred thirty-two (232) square feet as depicted on the Survey prepared by J. Lynn O'Flynn of J. Lynn O'Flynn, Inc., dated November 25, 2025. Any additional or future encroachments or expansions beyond this area shall require separate easement approval in accordance with Section 2-938 of the City Code.
3. Ordinary repair and maintenance of the existing improvements shall be permitted.
4. The Grantee shall not enlarge, expand, or intensify the improvements within the Easement Area beyond what is approved herein.
5. The Easement shall terminate if the carport and driveway is enlarged, reconstructed, or replaced beyond the materials and three-dimensional footprint described herein.
6. The Easement Area shall not be used in site size calculations, including but not limited to lot area, yard, or bulk requirements.
7. The City reserves the right to construct surface or subsurface improvements within the Easement Area.

8. The City reserves the right of entry and re-entry upon the Easement Area for inspection, maintenance, improvements, and operations related to City-owned or leased property.
9. The Grantee shall pay an annual easement fee to the City in accordance with Section 2-938(b)(3) of the City Code, currently set at Four Hundred Dollars ($400.00) per year. The fee shall be prorated based on the effective date of this Agreement and shall be paid annually thereafter for the duration of the easement.
10. The City may unilaterally terminate this easement upon a finding of public purpose by vote of the Key West City Commission.
11. The Grantee irrevocably appoints the City Manager as its agent for the purpose of authorizing the removal of the encroachments should the Grantee fail to pay the required annual easement fee.
12. Prior to the easement becoming effective, the Grantee shall obtain Commercial General Liability insurance covering the Easement Area with limits of no less than Three Hundred Thousand Dollars ($300,000.00). The City of Key West shall be named as an "Additional Insured" or "Additional Interest." Coverage shall be provided by an insurer authorized to conduct business in the State of Florida and consistent with the most recent ISO Commercial General Liability form. A Certificate of Insurance shall be provided to the City prior to the effective date.
13. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the City of Key West and its officers, officials, agents, and employees from and against any and all claims, damages, losses, or liabilities arising out of or related to the Grantee's improvements within the Easement Area.
14. This Agreement shall be recorded in the Public Records of Monroe County, Florida, at the expense of the Grantee.
15. This Agreement shall run with the land and be binding upon the Grantee, its heirs, successors, and assigns.

II. CONSIDERATION

Grantee agrees 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. BAROSSO, CITY MANAGER

GRANTEE

_____

By:

Trustee of the Jirous MD and Barbara Family 2020 GST Trust

1341 Tropical Street

Key West, Florida

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, who are personally known to me or who have produced _____ as identification.

_____

Notary Public

State of _____

My commission expires:_____