

900 SOUTHARD STREET
EASEMENT
AGREEMENT

This agreement made this _____ day of _____, 2020,
between the City of Key West, Florida (hereinafter Grantor) and Eight LLC dba Mangia Mangia, for
property located at 900 Southard Street, Key West, Florida (hereinafter the Grantee) (RE # 00011260-
000000).

I. RECITALS

Grantee is the owner of the property known as 900 Southard Street, Key West, Florida,
including a second-floor covered balcony and a portion of a second story structure that extend onto
Southard and Margaret Streets onto the Grantor's right-of-way. Portions of Grantee's property would
extend 687.57 square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

Beginning at the intersection of the Easterly Right of Way line of Margaret Street and the
Southerly Right of Way line of Southard Street, thence South 0 degrees 00'00" East along the said
Easterly Right of Way line of Margaret Street a distance of 28.10 feet to the Southerly face of an
existing second floor covered porch / balcony; thence north 90 degrees 00'00" West along the said
Southerly face of an existing second floor covered porch / balcony, for a distance of 9.40 feet to the
Southwesterly corner of the said second floor covered porch / balcony; thence North 0 degrees 00'00"
East along the Westerly face of the said existing second floor covered porch / balcony, for a distance
of 28.10 feet to a point of curvature on the said existing second floor covered porch / balcony; thence
along a curve concave to the Southeast, having a radius of 9.47 feet and a central angle of 88 degrees
31'13" for an arc length of 14.64 feet, a chord bearing of North 45 degrees 18'23" East and chord
distance of 13.22 feet, to a point on the Northerly face of an existing second floor covered porch /
balcony; thence North 90 degrees 00'00" East along the said Northerly face of an existing second

floor covered porch / balcony and the second floor of an existing two story frame structure for a distance of 38.20 feet to the Northeasterly corner of the said second floor of an existing two story frame structure; thence South 0 degrees 00'00" East along the Easterly face of the said second floor of an existing two story frame structure for a distance of 9.30 feet to the Southerly Right of Way line of Southard Street; thence North 90 degrees 00'00" West along the said Southerly Right of Way line of Southard Street a distance of 38.20 feet back to the Point of Beginning.

Land described herein contains 687.57 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated September 9, 2020, drawn by Eric A. Isaacs, PSM, (Copy attached hereto). This encroachment impedes marketability of the property.

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 900 Southard Street, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to maintain a second-floor covered balcony, and a second floor two story frame structure onto the Southard and Margaret Streets right-of-way herein described, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. The easement shall terminate with the removal of the second-floor balcony, and a second floor two story frame structure.
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. 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 owners shall obtain an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on

a primary and non-contributory basis utilizing an ISO standard endorsement at least as broad as CG 20 10 (11/85) or its Equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) including a "Waiver of Subrogation" clause in favor of City of Key West on all policies. The Owners shall maintain the Personal Liability coverage summarized above, including the "additional insured" endorsement, with coverage continuing in full force during the period of time this easement agreement remains in effect.

6. Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".
7. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
8. The City reserves the right to construct surface or sub-surface improvements within the easement areas.
9. The subject area includes a second-floor balcony, and a second floor two story frame structure including 687.57 square feet onto Southard Street right-of-way and shall be the total allowed within the easement area.
10. 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.

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.

Grantee shall have the right to repair and maintain the second-floor covered balcony, and a second-floor two story frame structure.

The easement shall terminate upon the removal of the second-floor covered balcony, and a second-floor two story frame structure.

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 one million dollars (\$1,000,000.00) 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

CHERYL SMITH, CITY CLERK

GREGORY W. VELIZ, CITY MANAGER

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of _____, 2020 by GREGORY W. VELIZ, 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: Eight, LLC, dba Mangia Mangia, _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this day of __ 2020, by _____ for 900 Southard Street, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: