

905 VON PHISTER STREET EASEMENT
AGREEMENT

This agreement made this _____ day of _____, 2026,

between the City of Key West, Florida (hereinafter Grantor) and The Evagelia Samaha Qualified Persona Residence Trust, the owners of the property located at 905 Von Phister Street (RE # 00009760-000000), Key West, Florida (hereinafter the Grantee).

I. RECITALS

Grantee is the Owner of the property known as 905 Von Phister Street, Key West, Florida. As depicted in the Specific Purpose Survey, the applicant has requested an easement for an approximately one-hundred and eight and a half (108.50) square feet to maintain the ingress and egress. Portions of Grantee's property currently extends a total of one hundred and eight and a half (108.50) square feet onto the Grantor's Rights-of-Way, specifically:

A portion of the Right of Way of Von Phister Street, on the Island of Key West and adjacent to Lot 6 of square 12, Tract 18 according to the Webb Realty Company's Plat of Tract 18, recorded in Plat Book 1, at Page 42, Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwesterly corner of the said Lot 6 of Square 12, Tract 18, according to the Webb Realty Company's Plat of Tract 18, recorded in Plat Book 1, at Page 42, Public Records of Monroe County, Florida, and run thence N56°53'27"E along the Northwesterly Right-of-Way line of Von Phister Street for a distance of 18.73 feet to the point of intersection with the said Northwesterly Right-of-Way line of Von Phister Street and the Southwesterly face of an existing portico, said point being the Point of Beginning of the parcel of land hereinafter described; thence continue N56°53'27"E along the said Northwesterly Right-of-Way line of

Von Phister Street for a distance of 18.19 feet to the Northeasterly face of an existing portico; thence S42°51'55"E along the said Northeasterly face of the existing portico for a distance of 5.68 feet to a point; thence S56°26'47"W along the Southeasterly face of the said existing portico for a distance of 20.05 feet to a point; thence N24°14'32"W along the Southwesterly face of the said existing portico for a distance of 5.82 feet back to the Point of Beginning. (Containing 108.50 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 an ingress and egress at the property located at 905 Von Phister Street, as more specifically described in the attached Specific Purpose Survey dated February 9th, 2026. The easement shall pertain to the encroachments identified in the attached Specific Purpose Survey for a total easement area of 108.50 square feet, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. Ordinary repair and maintenance shall be permitted.
2. Grantee agrees that the improvements located on the Easement shall not be enlarged or expanded beyond what is approved herein.
3. The Easement shall allow for the existing encroachments as depicted on the survey prepared by Florida Keys Land Surveying, by Eric Isaac dated February 9th, 2026, and a total easement area of 108.50 square feet as depicted on the survey prepared by Eric Isaac of Florida Keys Land Surveying dated February 9th, 2026. Additional or future easement area shall require an amendment in accordance with Sec. 2-938 of the City Code.
4. The City may unilaterally terminate the easement, upon a finding of public purpose by vote of the Key West City Commission.
5. The Grantee shall pay the annual fee as specified in Section 2-938(b)(3) of the City Code.
6. 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.
7. 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".

8. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
9. The City reserves the right to construct surface or sub-surface improvements within the City owned easement areas.
10. 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.
11. 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 on the date above written.

ATTEST:

CITY OF KEY WEST

KERI O'BRIEN, CITY CLERK
MANAGER

BRIAN L. BARROSO, CITY

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of
[] physical presence or [] online notarization this ____ day of _____,
2026, by

_____.

Signature of Notary Public-State of Florida

Name of Notary

Personally Known _____

OR Produced Identification _____

Type of Identification

Produced _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 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

The Evagelia Samaha Qualified Persona Residence Trust
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:_____