

908 PACKER STREET

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019,
between the City of Key West, Florida (hereinafter Grantor) and
Elizabeth Fuller as owner of property located at 908 Packer
Street, Key West, Florida (hereinafter the Grantee) (RE #
00021550-000000).

I. RECITALS

Grantee is owner of the property known as 908 Packer
Street, Key West, Florida, including existing brick pavers, a
four-foot picket fence with gates, the second-floor eaves on the
side of the principle structure, a six-foot fence with gates,
and landscaping including one Green Buttonwood tree that
encroaches onto the Grantor's right-of-way. Portions of
Grantee's property encroach 304 square feet, more or less, onto
the Grantor's right-of-way.

Begin at the intersection of the Southwesterly right of way
line of Packer Street with the Northwesterly right of way line
of Jonson Lane, said point also being the Southeast corner of
Lot 4, in said Square 4, of said Tract 6, and run thence N 47
degrees 27'56" W along the Southwesterly right of way line of
the said Packer Street for a distance of 35.71 feet to the

Northwesterly face of an existing wood fence, thence N 42 degrees 41'03" E along said fence for a distance of 2.00 feet; thence S 48 degrees 17'54" E along the Northeasterly face of said fence for a distance of 36.61 feet; thence S 00 degrees 38'04" E along the Easterly face of said fence for a distance of 5.70 feet; thence S 43 degrees 24'06" W along the Southeasterly face of said fence for a distance of 10.14 feet; thence N 47 degrees 24'22" W along the Southwesterly face of an existing overhang on a Two Story Frame Structure; thence S 43 degrees 11'14" W along said overhang for a distance of 16.52 feet; thence S 46 degrees 48'42" E and along said overhang for a distance of 1.19 feet; thence S 42 degrees 49'14" W and along said overhang for a distance of 20.08 feet to the Northeasterly face of an existing wood fence; thence S 47 degrees 10'46" E and along said fence for a distance of 1.20 feet; thence S 41 degrees 35'31" W and along the Southeasterly face of said fence for a distance of 50.67 feet; thence N 44 degrees 56'57" W along the Southwesterly face of said fence for a distance of 3.15 feet to the Northwesterly right of way line of the said Johnson Lane, said point also being on the Southerly line of the said Lot 4; thence N 42 degrees 32'04" E along the said Johnson Lane, and the Southerly line of the said Lot 4, for a distance of 98.90 feet back to the Point of Beginning, containing 304 square feet, more or less as specifically described and illustrated in the

attached specific purpose survey dated October 25, 2018 by J. Lynn O'Flynn, PSM of J. Lynn O'Flynn, Inc. (Copy attached hereto). This encroachment impedes marketability of the property.

II. CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 908 Packer Street, as more specifically described in the attached survey. The easement shall pertain to the existing brick pavers, the four-foot picket fence with gates, the second-floor eaves on the side of the principle structure, the six-foot fence with gates, and landscaping including one Green Buttonwood tree along Packer Street and Johnson Lane herein described, and not to any other encroachment. The granting of this easement is conditioned upon the following:

1. Prior to the easement becoming effective, the Grantee shall obtain Personal Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$300,000. 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 Homeowners or Personal Lines form.

2. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
3. The owner shall pay the annual fee of \$400.00 specified in Code Section 2-938(b) (3).
4. The owner 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. The area to maintain the existing brick pavers, the four-foot picket fence with gates, the second-floor eaves on the side of the principle structure, the six-foot fence with gates, and landscaping including one Green Buttonwood tree shall be the total allowed construction within the easement area.
6. The easement area 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 improvements within the easement area.
8. 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 damage.

III. 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.

IV. 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 improvements in the ordinary course of maintenance.

The easement shall terminate upon the removal of the existing brick pavers, the four-foot picket fence with gates,

the second-floor eaves on the side of the principle structure, the six-foot fence with gates, and landscaping including one Buttonwood tree.

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 encroachment 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.

Prior to the easement becoming effective, the Grantee shall obtain Personal Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$300,000. 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 Homeowners or Personal Lines form.

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
STATE OF FLORIDA)
COUNTY OF MONROE)

JAMES K. SCHOLL, CITY MANAGER

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by JAMES K. SCHOLL, 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(S)

By: Elizabeth Fuller, _____
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, for 908 Packer Street, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires: _____