724 OLIVIA STREET EASEMENT AGREEMENT

This agreement made this _____day of _____, 2025,

between the City of Key West, Florida (hereinafter Grantor) and Nature's Boundary LLC, the owners of the property located at 724 Olivia Street (RE # 00020350-000000), Key West, Florida (hereinafter the Grantee).

I. RECITALS

Grantee is the Owner of the property known as 724 Olivia Street, Key West, Florida. As depicted on the Specific Purpose Survey, the applicant has requested an easement for an approximately twenty-six (26) square feet, more or less, to maintain a concrete fence. Portions of Grantee's property currently extends a total of twenty-six (26) square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A parcel of land on the Island of Key West, known on William A. Whitehead's map, delineated in February, A.D. 1829, and being a portion of the right of way of Olivia Street, in part of Tract 5, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the Southeasterly right of way line of Olivia Street with the Southwesterly right of way line of Windsor Lane and run thence Southwesterly along the Southeasterly right of way line of the said Olivia Street for a distance of 207.00 feet to the Point of Beginning; thence continue Southwesterly along the Southeasterly right of way line of the said Olivia Street for a distance of 40.60 feet; thence Northwesterly and at right angles for a distance of 0.60 feet to the Northwesterly corner of an existing concrete wall; thence Northeasterly with a deflection angle of 89°51 '32" to the right and along the Northwesterly face of said wall for a distance of 40.60 feet; thence Southeasterly with a deflection angle of 90°08'28" to the right for a distance of 0. 70 feet back to the Point of Beginning, containing 26 square feet, more or less.

The Grantor hereby agrees to grant and convey to the Grantee an easement for to allow for the repair and maintenance of encroachments consisting of a wooden fence and brick pavers at the property located at 724 Olivia Street, as more specifically described in the attached Specific Purpose Survey dated February 5, 2025. The easement shall pertain to the encroachments identified in the attached Specific Purpose Survey for a total easement area of 296 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 fence is enlarged, reconstructed, or replaced beyond the materials and three-dimensional footprint described herein.
2. Ordinary repair and maintenance shall be permitted.
3. A reconstructed fence shall be erected in the same materials and three-dimensional footprint as contemplated in this easement after a review for consistency by the Planning Department.
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 J. Lynn O'Flynn of J. Lynn O'Flynn, Inc dated February 5th, 2025, and a total easement area of 26 square feet as depicted on the survey prepared by J. Lynn O'Flynn of J. Lynn O'Flynn, Inc dated February 5th, 2025. Additional or future easement area shall require an amendment in accordance with Sec. 2-938 of the City Code.
6. Any and all fencing shall be subject to the review and approval of the City of Key West Historic Architectural Review Commission (HARC) consistent with HARC Guidelines.
7. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
8. The Grantee shall pay the annual fee as specified in Section 2-938(b)(2) of the City Code.
9. 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.
10. 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”.

11. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
12. The City reserves the right to construct surface or sub-surface improvements within the City owned easement areas.
13. 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.
14. 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. BAROSSO, CITY MANAGER

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 _____, 2025, 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 _____, 2025 by BRIAN L. BAROSSO, 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

Cheri Cooper
By:
as Authorized Member of
Nature's Boundary LLC
724 Olivia 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:_____