

Prepared By and Return To:

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Baker & Hostetler LLP
200 South Orange Ave., Suite 2200
Orlando, Florida 32801

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT AGREEMENT (this “Agreement”), made the ____ day of September, 2023 by and between THE TOWN OF EATONVILLE, a political subdivision of the State of Florida, as party of the first part, hereinafter called “Grantor”, whose address is 307 East Kennedy Boulevard, Eatonville, Florida 32751, Attn: Mayor Angie Gardner, and 107 MOSELEY, LLC, a Florida limited liability company, as party of the second part, hereinafter called “Grantee”, whose address is 1133 Louisiana Avenue, Suite 101, Winter Park, Florida 32789.

W I T N E S S E T H:

WHEREAS, Grantee is the owner of certain property located at 345 Eaton St., within the jurisdiction of the Town of Eatonville, Florida, with a postal address of 345 Eaton Street, Maitland, Florida 32751, and is more particularly described on Exhibit “A” attached hereto and incorporated herein (“Grantee’s Property”); and

WHEREAS, along a part of the western property line of Grantee’s Property, a portion of a building and improvements maintained by Grantee and located on Grantee’s Property encroaches into Grantor’s right-of-way for Mulberry Street (“ROW”) as depicted on Exhibit “B” attached hereto and incorporated herein (the “Encroachment”); and

WHEREAS, Grantee has requested an easement relating to the Encroachment from Grantor, Grantor is agreeable to granting an easement relating to the Encroachment to Grantee (such easement being more particularly described below as the Encroachment Easement);

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Subject to the terms and conditions of this Agreement, Grantor does hereby grant and convey unto Grantee and unto Grantee’s successors and assigns forever, an easement to continue the Encroachment (in the same manner existing as of the date of this Agreement) upon, across, over, above and within the ROW (the “Encroachment Easement”). Notwithstanding the foregoing, the Encroachment Easement and this Agreement shall automatically terminate and expire upon the demolition or destruction of the existing building (one story residence) which is the subject of the Encroachment. Further notwithstanding anything to the contrary in this Agreement, in the event Grantor

elects to construct a sidewalk along the ROW, that portion of the existing fence which is the subject of the Encroachment and for which may conflict with the placement of the sidewalk shall be removed at Grantee's expense, and Grantee shall have permission to reconfigure said fence accordingly.

3. Grantee shall save and hold harmless Grantor, its representatives, employees, and elected officials from any and all damages, claims, or liability, with respect to Grantee's Property that may arise due to Grantor's use of the ROW or operation, construction, and/or maintenance within the ROW.
4. Grantee agrees that it shall indemnify, hold harmless and defend Grantor, its representatives, employees, and elected officials from and against all claims, damages, loss, and expenses, including reasonable attorney's fees and costs, arising out of or resulting from Grantee's construction, operation, and/or maintenance of the Encroachment.
5. The parties acknowledge and agree that the easement herein granted is non-exclusive, and Grantor, its heirs, successors or assigns, shall be entitled at all reasonable times to access and enter the Encroachment Easement for operation, construction, and/or maintenance of Grantor's ROW, but so long as the rights granted to Grantee in this Agreement are not adversely impacted.
6. Grantee shall be required to submit a copy of this Agreement in connection with any future application for a development or building permit for Grantee's Property.
7. This Encroachment Easement shall be an appurtenance to Grantee's Property regardless of the future ownership and use of the Grantee's Property.
8. This instrument is intended to convey only an easement for the aforesaid purposes, said Encroachment Easement being limited as aforesaid and shall run with the land and shall run with and be for the benefit of and burden the parties hereto and their respective successors and assigns.
9. The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective heirs, successors and assigns, and, subject to the terms and conditions hereof, this Agreement shall inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns.
10. Nothing herein is intended, nor shall be construed, to create any rights whatsoever for the benefit of the general public in and to the property described herein or the improvements constructed thereon, and nothing herein shall be constituted to effect, or intend to effect, a dedication to the general public.
11. This Agreement contains the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

12. This Agreement shall not be modified or amended without the written agreement of the owners of the Grantor's Property and the Grantee's Property and any such modification or amendment must be in writing and recorded in the Public Records of Orange County, Florida.
13. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single document with the same force and effect as if all parties had signed the same copy of this Agreement.
14. This Agreement will be governed by the laws of the State of Florida without regard to conflicts of laws principles.
15. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

[Signature pages follow.]

WITNESS, our hands and seals on this ____ day of _____, 2023

Signed, sealed and delivered in the **GRANTOR:**
presence of these witnesses:

THE TOWN OF EATONVILLE

Witness:

Print Name:

By: _____

Mayor Angie Gardner

Witness:

Print Name:

STATE OF FLORIDA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me of physical presence or online notarization this ____ day of _____, 2023, by Angie Gardner, in her capacity as Mayor of The Town of Eatonville. She is personally known to me or has produced _____ as identification.

(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)

NOTARY PUBLIC

Commission No. _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Signed, sealed and delivered in the **GRANTEE:**
presence of these witnesses:

107 MOSELEY, LLC, a Florida limited liability
company

Witness:

Print Name:

By: _____

Name: Raul Veitia

Title: Authorized Member

Witness:

Print Name:

By: _____

Name: Sean Myers

Title: Authorized Member

STATE OF FLORIDA)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me of physical presence or online
notarization this _____ day of _____ 2023, by Raul Veitia and Sean Myers, the Authorized
Members of 107 Moseley, LLC, a Florida limited liability company, on behalf of the company.
They are personally known to me or have produced _____ as
identification.

(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)

NOTARY PUBLIC

Commission No. _____

Exhibit A

Grantee's Property

Lot(s) 9 and 10, less the East 25 feet thereof, Thompson Subdivision, according to the map or plat thereof, as recorded in Plat Book Q, Page(s) 1, of the Public Records of Orange County, Florida

Exhibit B

Depiction of Encroachment

