

**1413 GRINNELL STREET**

**EASEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
between the City of Key West, Florida (hereinafter Grantor) and  
David E. Dunn & Amy L. Bondurant as owner of property located at  
1413 Grinnell Street, Key West, Florida (hereinafter the  
Grantee) (RE # 00039200-000000).

**I. RECITALS**

Grantee is owner of the property known as 1413 Grinnell  
Street, Key West, Florida, including an existing wood fence  
along Grinnell Street that encroaches onto the Grantor's right-  
of-way. Portions of Grantee's property encroach 602.7 square  
feet, more or less, onto the Grantor's right-of-way.

Specifically:

Begin at the Southwesterly corner of said Lot 10, also  
being the intersection of the Northwesterly Right-of-  
Way line of Washington Street and the Northeasterly Right-of-Way  
Line of Grinnell Street; thence in a Northeasterly direction  
along the said Northwesterly Right-of-Way line of Washington  
Street for a distance of 96.25 feet to the Southeast corner of  
said Lot 10; thence at a right angle and in a Southeasterly  
direction along a wall and wood fence for a distance of 3.48

feet; thence at an angle of 89 degrees 53'01" to the left and in a Southwesterly direction along the face of a wood fence for a distance of 101.69 feet; thence at an angle of 90 degrees 49'58" to the left and in a Northwesterly direction and along the face of a wood fence for a distance of 48.25 feet; thence at an angle of 89 degrees 17'03" to the left and in a Northeasterly direction for a distance of 6.04 feet to the Northwest corner of said Lot 10; thence at a right angle and in a Southeasterly direction along the said Northeasterly Right-of-Way Line of Grinnell street for a distance of 45.00 feet to the Point of Beginning.

Land described herein contains 602.7 square feet, more or less as specifically described and illustrated in the attached specific purpose survey dated November 21, 2013, drawn by Frederick H. Hildebrandt of Island Surveying 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 1413 Grinnell Street, as more specifically described in the attached survey. The easement shall pertain to the existing high wood fence along Grinnell Street 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 easement shall terminate upon the removal of the structure.
3. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
4. The owner shall pay the annual fee of \$400.00 specified in Code Section 2-938(b)(3).
5. 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.
6. The existing wood fence shall be the total allowed construction within the easement area.

7. The easement area 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 improvements within the easement area.
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 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 replacement of the 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 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.

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 occurrence, and any other insurance 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

\_\_\_\_\_  
JAMES K. SCHOLL, CITY MANAGER

STATE OF FLORIDA )

COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 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: David E. Dunn and Amy L. Bondurant, \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, for 1413 Grinnell Street, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

