

Doc# 1843834
Bk# 2526 Pg# 870

RESOLUTION NO. 11-193

327 WILLIAM STREET EASEMENT

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN EASEMENT OF APPROXIMATELY 307.26 SQUARE FEET AT THE END OF CARABALLO LANE TO ADDRESS THE ENCROACHMENT OF A PROPOSED SECURITY GATE AT THE REAR OF PROPERTY LOCATED AT 327 WILLIAM STREET, KEY WEST, FLORIDA (RE#00003270-000000); PROVIDING FEES AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That an easement of approximately 307.26 square feet for the real property described in the attached specific purpose survey prepared by Robert E. Reece, P.A., dated March 23, 2010 and revised 2/10/11, is granted subject to the execution of the attached easement agreement, incorporating the minimum conditions described in section 2 below.

Section 2: That the following conditions shall apply to the grant of easement: (1) The easement shall terminate upon the replacement of the structure and there shall be no expansion or

further encroachments in the easement area with the exception of the security gate proposed by grantee. (2) That the City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission. (3) That the owner shall pay the yearly fee specified in Code of Ordinances section 2-938, as may be amended from time to time. (4) That the owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment(s) if the yearly fee required by the Code of Ordinances is not paid. (5) That the easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of one hundred thousand dollars per person and two hundred thousand per incident, or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver, naming the City as an additional insured for that portion of real property which is the subject of this easement. Pursuant to Florida Statute 768.28, this amount shall increase to two hundred thousand dollars per person and three hundred thousand dollars per incident beginning October 11, 2011. (6) That the City reserves the right to construct surface improvements within the easement area. (7) That the easement area cannot be used in site size calculations such as lot, yard, and bulk calculations for site development. (8) That the grantee recognizes that a third party has asserted a claim to the easement area and any adverse judicial finding as to the City's ownership shall result in a termination of the easement. (9) That

grantee agrees to hold harmless and indemnify the City for and from any claims and/or damages asserted against the City by virtue of the grant of this easement.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

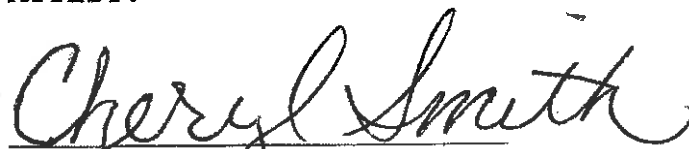
Passed and adopted by the City Commission at a meeting held this 21 day of June, 2011.

Authenticated by the presiding officer and Clerk of the Commission on June 28, 2011.

Filed with the Clerk June 28, 2011.


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

EASEMENT AGREEMENT

327 WILLIAM STREET EASEMENT

THIS AGREEMENT made this 8 day of July, 2011, between the City of Key West, Florida (hereinafter Grantor) and George J. Mentonis and Patricia A. Mentonis as owners of property located at 327 William Street, Key West, FL (hereinafter the Grantee) (RE# 00003270-000000).

RECITALS

Grantee is owner of the property known as 327 William Street, Key West, Florida, including a proposed security gate that encroaches onto the Grantor's right-of-way. Portions of Grantee's property, including the proposed security gate and fence encroach approximately 307.26 square feet onto the Grantor's right-of-way at the end of Caraballo Lane. Specifically: commence at the intersection of the Northwesterly right of way line of Eaton Street and the Northeasterly right of way line of William Street and run thence in a Northeasterly direction along the said Northwesterly right of way line of Eaton Street for a distance of 128 feet; thence at a right angle and in a Northwesterly direction for 125.00 feet to the Point of Beginning; thence at a right angle and in a Southwesterly direction for 30.00 feet; thence at right angle and

in a Northwesterly direction for 27.21 feet; thence at a right angle and in Northeasterly direction for 6.00 feet; thence at a right angle and in a Southeasterly direction for 21.21 feet; thence at a right angle and in a northeasterly direction for 24.00 feet; thence at a right angle and in a southeasterly direction 6.00 feet back to the point of beginning, as more specifically described and illustrated in the attached specific purpose survey dated 3/23/10 and revised 2/10/11 by R. E. Reece, P.A. (Copy attached hereto). This encroachment impedes marketability of the property.

CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to Grantee an easement for a proposed security gate encroachment, at the property located at 327 William Street, as more specifically described in the attached survey. The easement shall pertain to the proposed security gate and surrounding property encroachment(s) herein described, and not to any other encroachment. The grant of this easement is conditioned upon the following: (1) That the easement shall terminate upon the replacement of the structure and there shall be no expansion or further encroachments in the easement area, with the exception of the security gate proposed by grantee. (2) That the City may unilaterally terminate the easement upon a

finding of public purpose by vote of the Key West City Commission.

(3) That the owner shall pay the yearly fee specified in Code of Ordinances section 2-938, as may be amended time to time. (4) That the owner shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment(s) if the yearly fee required by the Code of Ordinances is not paid. (5) That the easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of one hundred thousand dollars per person and two hundred thousand dollars per incident (or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver) naming the City as an additional insured for that portion of real property which is the subject of this easement. Pursuant to Florida Statute 768.28, this amount shall increase to two hundred thousand dollars per person and three hundred thousand dollars per incident beginning October 11, 2011. (6) That the City reserves the right to construct surface improvements within the easement area. (7) That the easement area cannot be used in site size calculations such as lot, yard, and bulk calculations for site development. There shall be no additional construction related to this encroachment. (8) That the grantee recognizes that a third party has asserted a claim to the easement area and any adverse judicial finding as to the City's ownership shall result in a termination of the easement. (9)

That grantee agrees to hold harmless and indemnify the City for and from any claims and/or damages asserted against the City by virtue of the grant of this easement.

II. CONSIDERATION

Grantee agrees to pay to Grantor a processing fee in the amount of \$1,000.00, together with 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 rental 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 rental 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 proposed 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 rental 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 hundred thousand dollars (\$100,000.00) per person and two hundred thousand dollars per incident, or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver, naming the City of Key West as an additional insured, for that portion of real

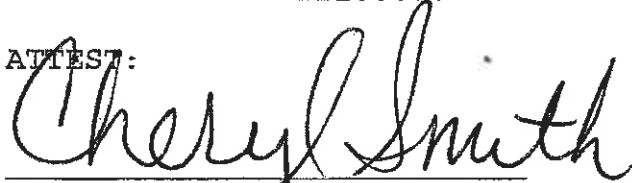
Doc# 1843834
Bk# 2526 Pg# 878

property which is the subject of this easement agreement. Pursuant to Florida Statute 768.28, this amount shall increase too two hundred thousand dollars per person and three hundred thousand dollars per incident beginning October 11, 2011.

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:


CHERYL SMITH, CITY CLERK

CITY OF KEY WEST


JAMES K. SCHOLL, CITY MANAGER

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 6 day of July, 2011 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: 4/8/12

Signatures continue on next page




GRANTEE


George J. Mentonis, as co-owner

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 8TH
day of JULY, 2011, by George J. Mentonis, as co-
owner, who is personally known to me or who has produced
_____ as identification.

My commission expires: 12-12-2013


Notary Public
State of FLA
DIANE TOLBERT COVAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0936906
Expires 12/12/2013


GRANTEE


Patricia A. Mentonis, as co-owner

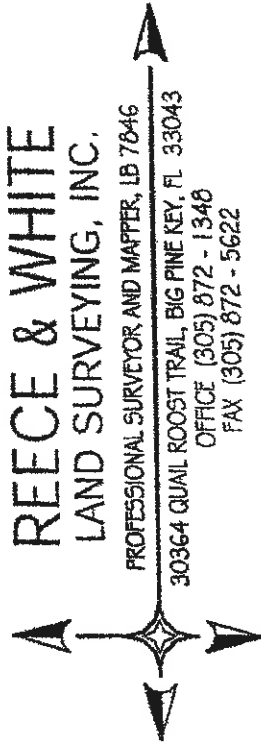
STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 8TH
day of JULY, 2011, by Patricia A. Mentonis, as co-
owner, who is personally known to me or who has produced
_____ as identification.

My commission expires: 12-12-2013


Notary Public
State of FLA
DIANE TOLBERT COVAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0936906
Expires 12/12/2013

BP = BACK-FLOW PREVENTER
 BOP = BLOW OUT
 C 1/4" = 1/4" CONCRETE CURB & GUTTER
 CB = CONCRETE BLOCK
 CBW = CONCRETE BLOCK WALL
 CC = CURB JAIL
 CCJ = CURB JAIL
 CL = CHAINLINK FENCE
 CM = CONCRETE MONUMENT
 CONC = CONCRETE
 CONC C = CONCRETE CURB
 CV/D = COVERED
 DELTA = CENTRAL ANGLE
 DEAGE = DRAINAGE EASEMENT
 EBL = ELEVATION BOX
 ENC = ENCLOSURE
 ENE = FINISHED FLOOR ELEVATION
 FR = FIRE HYDRANT
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PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
30364 QUAIL ROOST TRAIL, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

THE PURPOSE OF THIS SKETCH IS TO ILLUSTRATE THE LEGAL DESCRIPTION, NEWLY CREATED ON THIS DATE BY THE UNDERSIGNED AND SHOWN BELOW. IT IS NOT A SURVEY OF THE LANDS BEING DESCRIBED HEREIN (See chap. 61G17-6.006 Florida Adm. Code and Chap. 472.027 Florida statutes).

DESCRIPTION - PROPOSED EASEMENT - NEWLY DESCRIBED BY THE UNDERSIGNED SEE PAGE 2 OF 2 FOR AN ILLUSTRATION OF THE SAID DESCRIPTION.

On the Island of Key West, Monroe County, Florida, and known on William A. Whitehead's map of said City of Key West, delineated in February, 1829, as part of Lot 4, Square 21, and being more particularly described as follows:

COMMENCE at the intersection for the Northwesterly right of way line of Eaton Street and the Northeasterly right of way line of William Street, thence in a Northeasterly direction along the said Northwesterly right of way line of Eaton Street for 128 feet;

thence at a right angle and in a Northwesterly direction for 125.00 feet to the Point of Beginning;

thence at a right angle and in a Southwesterly direction 30.00 feet;

thence at a right angle and in a Northwesterly direction for 27.21 feet;

thence at a right angle and in a Northwesterly direction for 6.00 feet;

thence at a right angle and in a Southeasterly direction for 21.21 feet;

thence at a right angle and in a Southeasterly direction for 24.00 feet;

thence at a right angle and in a Southeasterly direction 6.00 feet back to the Point of Beginning.

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/her REPRESENTATIVE PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

REVISION 02-16-11: ADD PAGE 3
REVISION 02-10-11: ADD ADDITIONAL SECTION TO PROPOSED EASEMENT AREA. RE-WRITE DESCRIPTION
REVISION 04-02-10: LABEL PARCEL A

PREPARED FOR -

GEORGE MENTONIS

SCALE: 1"=20'

FIELD WORK DATE 03/23/10

REVISION DATE 02/16/11

SHEET 1 OF 3

DRAWN BY: KB

CHECKED BY: RW

INVOICE NO.: 10030502

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

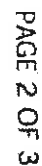
SIGNED
JOE ROBERT WHITE, LS 6688, PROFESSIONAL SURVEYOR AND MAPPER

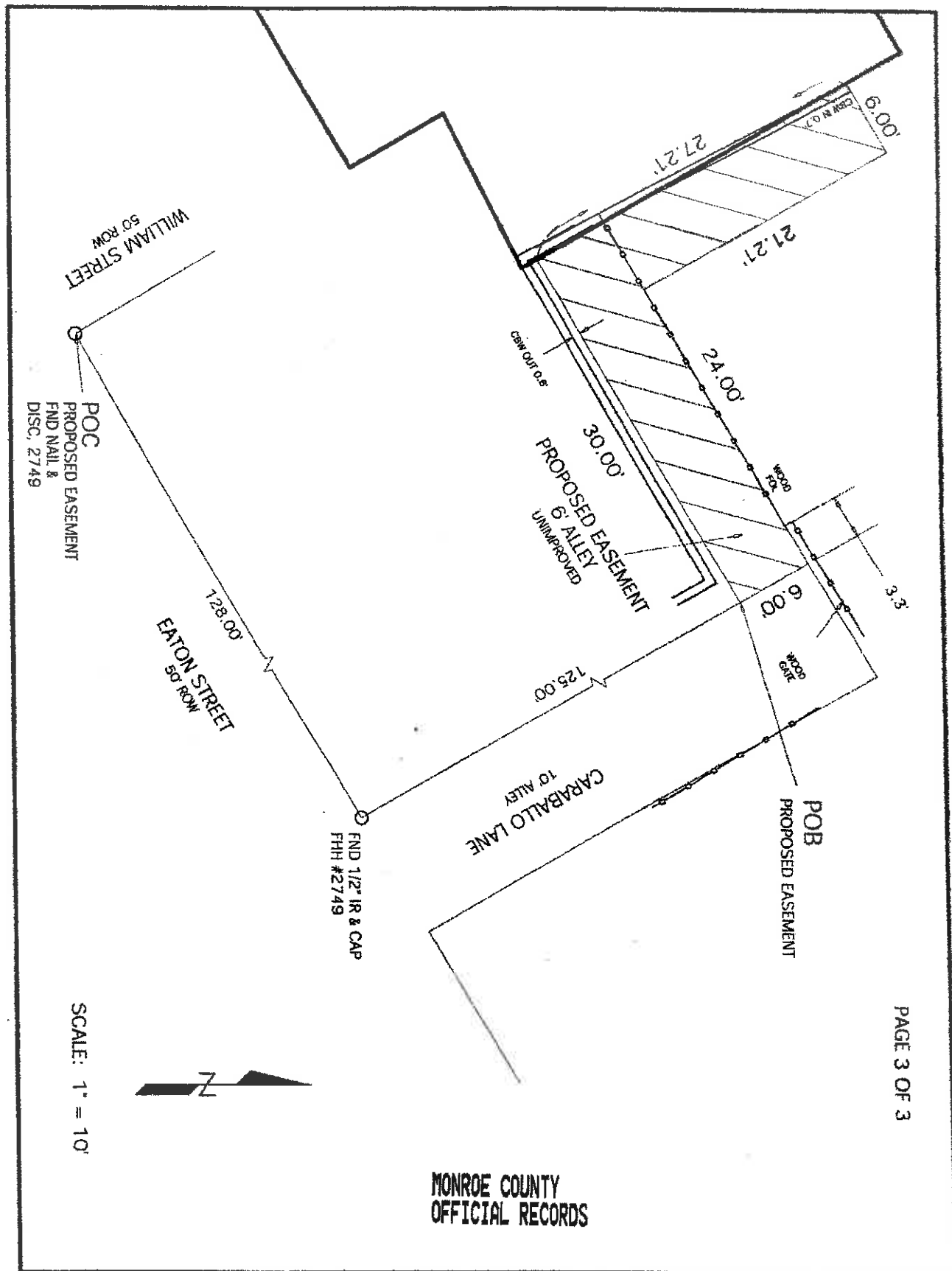


LOCATION MAP - NTS

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

- | | | |
|---------------------------|-------------------------------|--------------------------------------|
| BEP - BACK-BLOW PREVENTER | GW - GUY WIRE | PM - PERMANENT REFERENCE |
| BO - BLOW OUT | HB - HOSE BIB | MONUMENT |
| CB - CONCRETE BLOCK | IP - IRON PIPE | R - RADIUS |
| CBW - CONCRETE BLOCK WALL | IR - IRON ROD | ROL - ROOF OVERHANG LINE |
| CI - CURB INLET | L - ARC LENGTH | ROW - RIGHT OF WAY |
| CL - CENTERLINE | LS - LANDSCAPING | ROWL - RIGHT OF WAY LINE |
| CM - CONCRETE MONUMENT | MB - MAILBOX | SCO - SANITARY CLEAN-OUT |
| CONC - CONCRETE | MEAS - MEASURED | SPV - SPRINKLER CONTROL VALVE |
| C/S - CONCRETE SLAB | MH/M - MEAN HIGH WATER LINE | SV - SEWER VALVE |
| CVRD - COVERED | MTLF - METAL FENCE | TBM - TEMPORARY BENCHMARK |
| DELTA - CENTRAL ANGLE | NAVD - NORTH AMERICAN | TOS - TOP OF SLOPE |
| DEASE - DRAINAGE EASEMENT | NGVD - NORTH AMERICAN (1989) | TS - TOP OF BANK |
| EL - ELEVATION | NTS - NOT TO SCALE | TS - TRAFFIC SIGN |
| ENCL - ENCLOSURE | PC - POINT OF CURVE | UTL - UTILITY FASEMENT |
| FTE - FENCE INTERMEDIATE | PCP - POINT OF COMPOUND CURVE | UPC - CONCRETE UTILITY POLE |
| FI - FENCE INTERMEDIATE | PCP - PERMANENT CONTROL POINT | UPW - WOOD UTILITY POLE |
| FND - FOUND | PK - PARKER VALVE ON NAIL | VB - VIDEO BOX |
| FOL - FENCE OUTSIDE | POB - POINT OF BEGINNING | WD - WOOD DECK |
| FOI - FENCE ON LINE | PI - POINT OF INTERSECTION | WM - WOOD FENCE |
| GI - GRADE INLET | POC - POINT OF COMMENCEMENT | WM - WOOD FENCE |
| | PRC - POINT OF REVERSE CURVE | WM - WATER METER |
| | | WRACK LINE - LINE OF DEBRIS ON SHORE |
| | | WY - WATER VALVE |







EXECUTIVE SUMMARY

To: Jim Scholl, City Manager

Through: Donald Leland Craig, AICP, Planning Director

From: Brendon Cunningham

Date: June 21, 2011

RE: Easement – 327 William Street (RE# 00003270-000000) – An easement request for approximately 307.26 square feet of Caraballo Lane per Section 2-938 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

ACTION STATEMENT:

Request: This request is for an easement for approximately 307.26 square feet of publicly owned right-of-way located toward the end of Caraballo Lane abutting the rear of property located at 327 William Street.

Location: 327 William Street (RE # 00011970-000000)

Zoning: HHDR (Historic High Density Residential Commercial) Zoning District

BACKGROUND:

This is a petition for an easement pursuant to Section 2-938, City of Key West Code of Ordinances. The applicant seeks to obtain an easement for an end portion of Caraballo Lane to construct a gate. This segment is unimproved and does not appear to have been at any time. This portion of the lane is six feet wide and 51 feet in total length and abuts the rear property line of the applicant. The only property that is served by this portion of the lane is that of the applicant. The purpose of the gate is for security reasons. This area is subject to dumping of debris and vagrancy issues.

City Actions:

DRC: June 24, 2010

City Commission: March 15, 2011, postponed
April 5, 2011, postponed

May 3, 2011, postponed
June 21, 2011

PLANNING STAFF ANALYSIS:

Caraballo Lane starts in the 800 block of Eaton Street. It runs northwesterly for 125 feet to the point of beginning then southwesterly for 30 feet and then northwesterly for another 21 feet. As described in the sketches drawn by Reece & White, dated February 16, 2010, the area of the easement request is for that portion at the end of the main portion running southwesterly then northwesterly from the point of beginning. This portion of the lane is comprised of approximately 307.26 square feet. Photographs have also been submitted with the request.

City staff has reviewed the application through the Development Review Committee. There was some concern that public and private utility access may be negatively affected. There were no other comments or concerns regarding the easement application. The applicant sought and received comment from potentially affected utilities. No private utilities objected to the easement request. City staff did not identify any publically owned infrastructure. Therefore, it would appear that granting this easement would not be injurious to the area involved or detrimental to the public interest or welfare.

Per Section 2-938 b (3), each easement granted by the city for the use of more than 100 square feet of property requires an annual fee of \$400.00. The applicant is requesting an easement for the 307.26 square feet and would be obligated to pay the \$400.00 fee should the easement be granted.

Options / Advantages / Disadvantages:

Option 1. To approve the easement of 307.26 square feet with the following conditions:

1. That the City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
2. That the owner shall pay the yearly fee of \$400 specified in Code of Ordinances Section 2-938.
3. That the owner shall irrevocably appoint the City Manager as its agent to permit the removal of the easement if the yearly fee required by the Code of Ordinances is not paid.
4. That the easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of one hundred thousand dollars (or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver) naming the City as an additional insured for that portion of real property which is the subject of this easement.

5. The proposed gate will be the total allowed construction within the easement area.

1. **Consistency with the City's Strategic Plan, Vision and Mission:**
The Strategic Plan is silent to this issue.
2. **Financial Impact:** The City will collect \$400.00 annually as part of the approval of the application. There will be no cost to the city for this easement approval.

Option 2. Deny the easement based on findings that the City's needs outweigh the request.

1. **Consistency with the City's Strategic Plan, Vision and Mission:**
The Strategic Plan is silent to this issue.
2. **Financial Impact:** The City would lose the potential to collect the revenue of an easement agreement.

RECOMMENDATION: Option 1

Based on the existing conditions, the Planning Department recommends **approval** to the City Commission for the proposed **easement** with conditions as follows:

1. That the City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
2. That the owner shall pay the yearly fee of \$400 as specified in the Code of Ordinances Section 2-938 b (3).
3. That the easement shall terminate upon the failure of the property owner to maintain liability insurance in a minimum amount of one hundred thousand dollars (or such other amount as may legislatively be determined to be the maximum extent of sovereign immunity waiver) naming the City as an additional insured for that portion of real property which is the subject of this easement.
4. That the owner shall irrevocably appoint the City Manager as its agent to permit the removal of the easement if the yearly fee required by the Code of Ordinances is not paid.
5. The proposed gate will be the total allowed construction within the easement area.

To: Cheri Smith

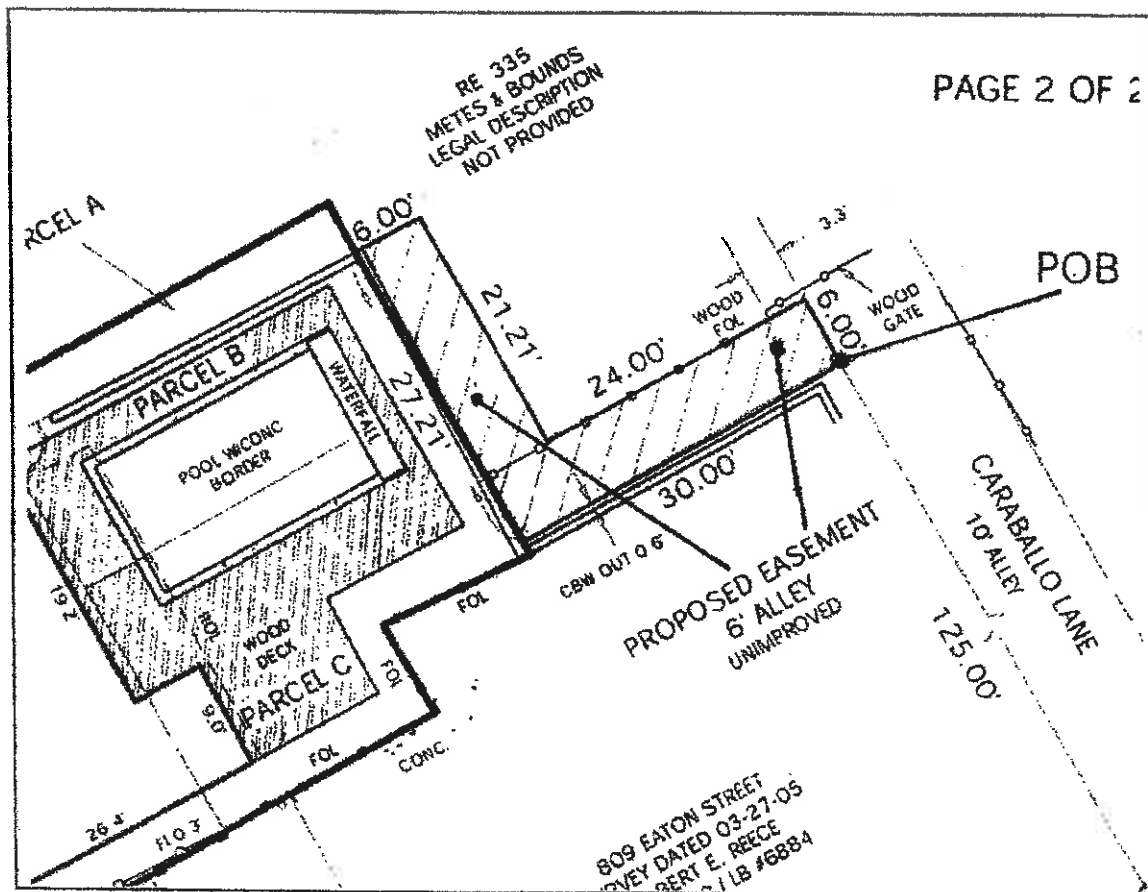
From: Brendon Cunningham

Request: Easement

Applicant: Diane Tolbert Covan
1901 Fogarty Avenue, Suite 1
Covan@covanlaw.com
293.1118

Meeting Date: March 15, 2011

Request: Easement – 327 William Street (RE# 00003270-000000) –
An easement request for approximately 307.26 square feet of City
right of way abutting the rear lot line for property in the HMDR
zoning district per Section 2-938 of the Code of Ordinances of the
City of Key West, Florida



Application

EASEMENT APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



Please read carefully before submitting applications

Easement Application

Please print or type a response to the following:

1. Site Address 327 WILLIAM ST., KEY WEST FL 33040
2. Name of Applicant DIANE T. COVAN
3. Applicant is: Owner _____ Authorized Representative X
(attached Authorization Form must be completed)
4. Address of Applicant 1901 FOGARTY AVE #1
KEY WEST FL 33040
5. Phone # of Applicant (305) 293-1118 Mobile# _____ Fax# 305-296-1266
6. Name of Owner, if different than above GEORGE & PATRICIA MENTONIS
7. Address of Owner 327 WILLIAM ST.
KEY WEST FL 33040
8. Phone Number of Owner _____ Fax# _____
9. Zoning District of Parcel _____ RE# 00003270-000000
10. Description of Requested Easement and Use. Please itemize if more than one easement is requested REMAINING PORTION OF CARABALLO LANE WHICH LEADS ONLY TO OWNER'S PROPERTY. IT IS NOT VISABLE FROM STREET AND CREATES SAFETY ISSUE FOR OWNER IF ACCESS TO IT BY OTHERS IS NOT CONTROLLED. SEE ATTACHED AMENDED PETITION TO VACATE AND LETTER TO AND FROM CITY ATTORNEY.
11. Are there any existing easements, deed restrictions or other encumbrances attached to the subject property? Yes _____ No X If Yes, please describe and attach relevant documents. _____

April 22/10
5

Verification Form

The following must be included with this application:

1. Copy of a recorded warranty deed showing the current ownership and a legal description of the property. (This is usually the description of the property without the easement.) Please call if you have questions about this.
2. Two (2) original signed and sealed site surveys (8 1/2 x 11) illustrating buildings and structures existing on the property as of the date of the request **with a legal description of the easement area requested, not a legal description of the entire property.**
3. Color photographs from different perspectives showing the encroachment onto city property.
4. Application Fee by check payable to the City of Key West in the amount of **\$1000.00**, plus **\$400.00** for each additional easement on the same parcel. Also a separate **\$50.00** fee for Fire Department Review and an advertising and noticing fee of **\$100.00**.
5. Notarized Verification Form
6. Notarized Authorization Form (If applicable, where a representative is applying on behalf of the owner)

Verification Form

This form should be completed by the applicant. Where appropriate, please indicate whether applicant is the owner or a legal representative. If a legal representative, please have the owner(s) complete the following page, "Authorization Form."

I, DIANE T. COVAN, being duly sworn, depose and say

Name(s) of Applicant(s)
that: I am (check one) the ☐ Owner ☒ Owner's Legal Representative
for the property identified as:

1901 FOGARTY AVE #1 KEY WEST FL 33040
Street Address and Commonly Used Name if any

[Signature]

Signature of Owner/Legal Representative

Signature of Joint/Co-owner

Subscribed and sworn to (or affirmed) before me on APRIL 22, 2010 (date) by

DIANE TORBERT COVAN (name). He/She is personally known to me or has
presented _____ as identification.

[Signature]
Notary's Signature and Seal



MICHAEL P. SPIRNAK
NOTARY COMMISSION # DD968200
EXPIRES March 07, 2014
FloridaNotaryService.com

Name printed or stamped

Title or Rank

Commission Number, if any

Authorization Form

EASEMENT APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



Authorization Form

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, GEORGE MENTONIS & PATRICIA MENTONIS authorize
 Please Print Name(s) of Owner(s)

DIANE T. COVAN
 Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City Commission and any other body reviewing the application.

[Signature]
 Signature of Owner

Patricia Mentones
 Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on APRIL 14, 2010 (date) by
GEORGE MENTONIS & PATRICIA MENTONIS
 Please Print Name of Affiant(s)

He/She is personally known to me or has presented _____
 as identification.

[Signature]
 Notary's Signature and Seal

DIANE TOLBERT COVAN Name of Acknowledger printed or stamped

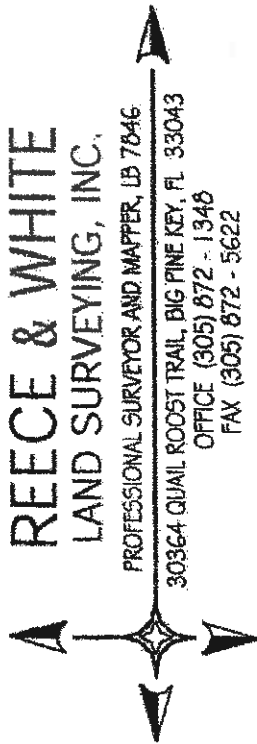
NOTARY PUBLIC Title or Rank



DIANE TOLBERT COVAN
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# DD036908
 Expires 12/12/2013

Commission Number, if any

**Proposed Easement
Sketches and Description**



PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
30364 QUAIL ROOST TRAIL, BIG PINE KEY, FL 33043
OFFICE (305) 672 - 1348
FAX (305) 672 - 5622

THE PURPOSE OF THIS SKETCH IS TO ILLUSTRATE THE LEGAL DESCRIPTION, NEWLY CREATED ON THIS DATE BY THE UNDERSIGNED AND SHOWN BELOW. IT IS NOT A SURVEY OF THE LANDS BEING DESCRIBED HEREIN! (See chap. 61G17-6.006 Florida Adm. Code and Chap. 472.027 Florida statutes).

DESCRIPTION - PROPOSED EASEMENT - NEWLY DESCRIBED BY THE UNDERSIGNED SEE PAGE 2 OF 2 FOR AN ILLUSTRATION OF THE SAID DESCRIPTION.

On the Island of Key West, Monroe County, Florida, and known on William A. Whitehead's map of said City of Key West, delineated in February, 1829, as part at Lot 4, Square 21, and being more particularly described as follows:

COMMENCE at the intersection for the Northwesterly right of way line of Eaton Street and the Northeasterly right of way line of William Street, thence in a Northeasterly direction along the said Northwesterly right of way line of Eaton Street for 128 feet; thence at a right angle and in a Northwesterly direction for 125.00 feet to the Point of Beginning;

thence at a right angle and in a Southwesterly direction 30.00 feet;

thence at a right angle and in a Northwesterly direction for 27.21 feet;

thence at a right angle and in a Northeasterly direction for 6.00 feet;

thence at a right angle and in a Southeastly direction for 21.21 feet;

thence at a right angle and in a Southeastly direction for 24.00 feet;

thence at a right angle and in a Southeastly direction 6.00 feet back to the Point of Beginning.

NOTE: LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/her REPRESENTATIVE PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

REVISION 02-18-11: ADD PAGE 3
REVISION 02-10-11: ADD ADDITIONAL SECTION TO PROPOSED EASEMENT AREA. RE-WRITE DESCRIPTION
REVISION 04-02-10: LABEL PARCEL A

PREPARED FOR -
GEORGE MENTONIS

NOT VALID WITHOUT THE
SIGNATURE AND THE RAISED
SEAL OF A FLORIDA
SURVEYOR AND MAPPER

SIGNED
FOR ROBERT WHITE, LS 8698, PROFESSIONAL SURVEYOR AND MAPPER

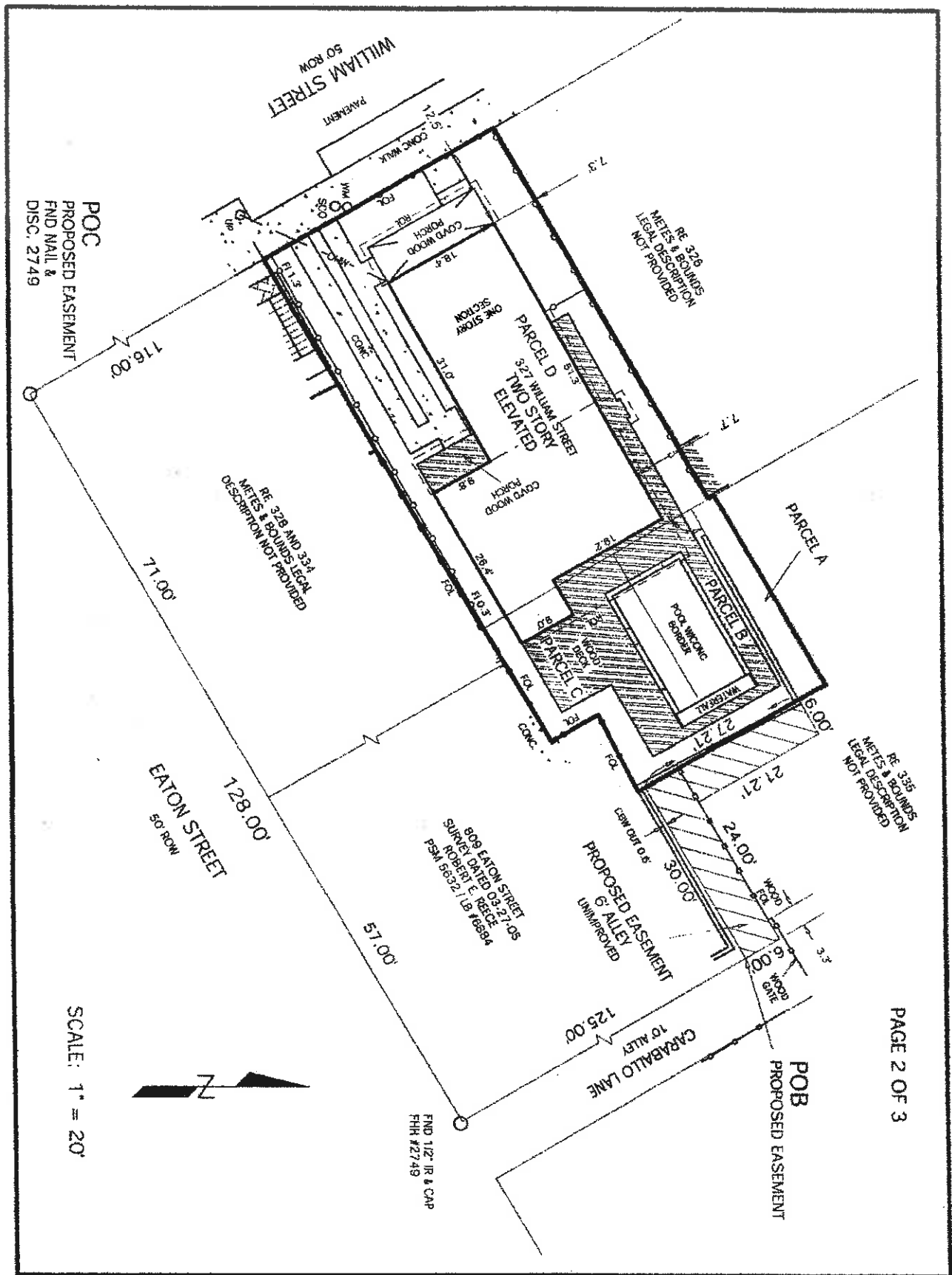
SCALE:	1"=20'
FIELD WORK:	03/23/10
DATE:	
REVISION:	02/18/11
DATE:	
SHEET:	1 OF 3
DRAWN BY:	KB
CHECKED BY:	RW
INVOICE NO.:	10030502

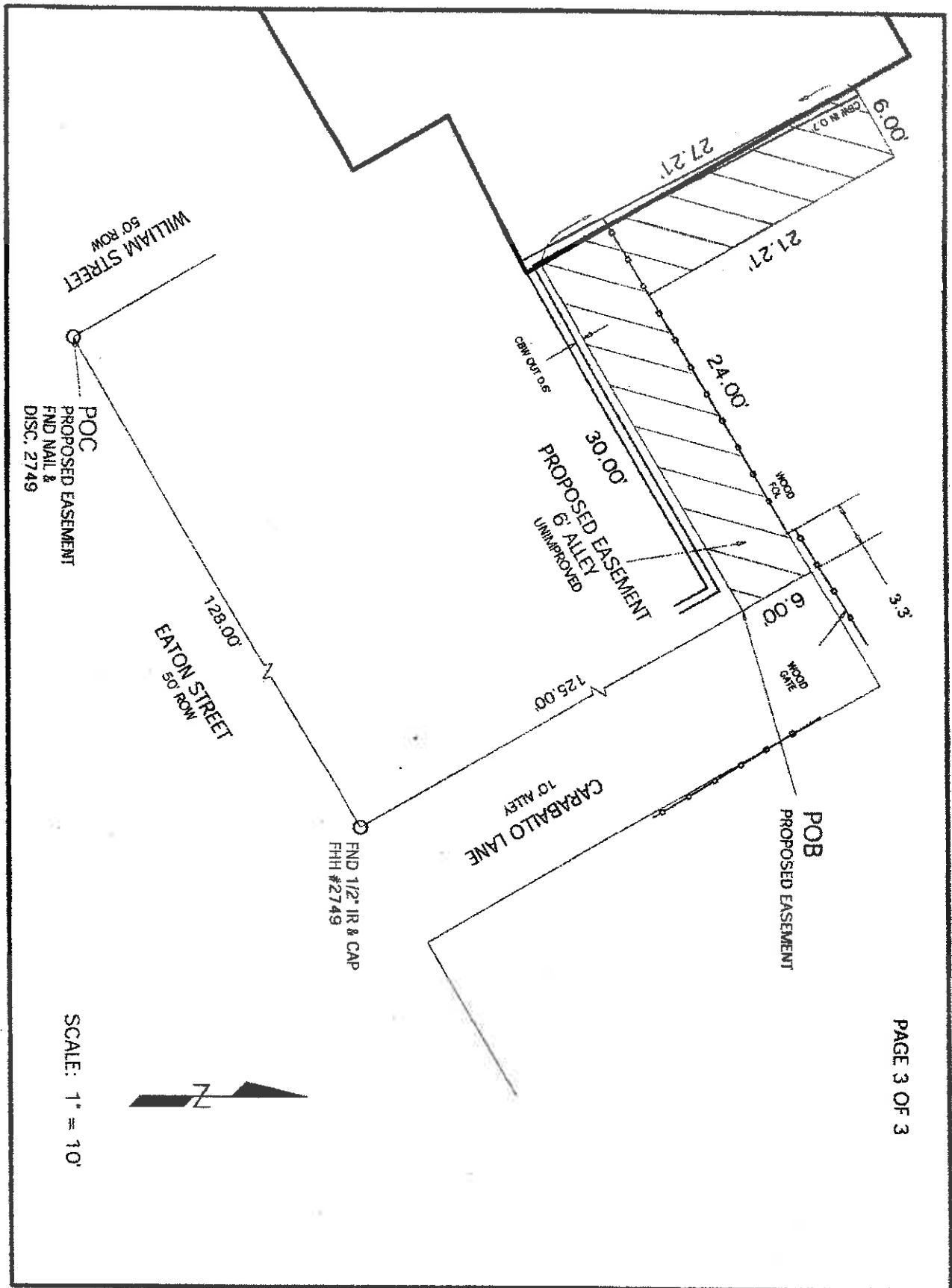


LOCATION MAP - NTS

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

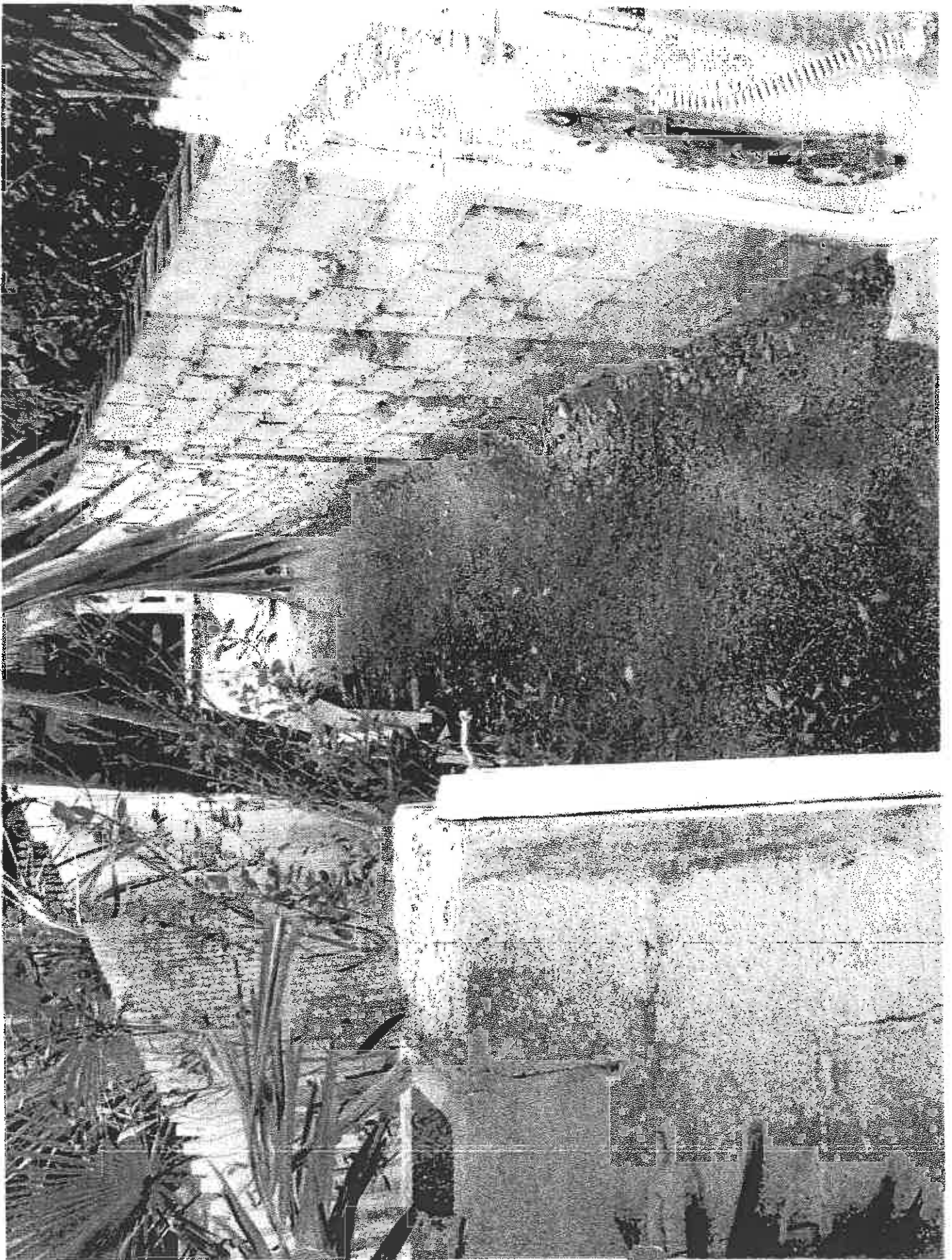
BSP - BACK-SLOPE PREVENTER	GW - GUY WIRE	FORM - PERMANENT REFERENCE
BO - BLOW OUT	HP - HOSE PIPE	MONUMENT
C&G - 2" CONCRETE CURB & GUTTER	IR - IRON ROD	R - RADIUS
CB - CONCRETE BLOCK	L - ARC LENGTH	RO - ROOF OVERHANG LINE
CBW - CONCRETE BLOCK WALL	LS - LANDSCAPING	ROW - RIGHT OF WAY
CI - CURB INLET	MB - MALKER	ROWL - RIGHT OF WAY LINE
CL - CENTERLINE	MEAS - MEASURED	SCQ - SANITARY CLEAN-OUT
CLF - CHAINLINK FENCE	MRWL - MEAN HIGH WATER LINE	SV - SEWER VALVE
CM - CONCRETE MONUMENT	MTFL - METAL FENCE	TBM - TEMPORARY BENCHMARK
CONC - CONCRETE	NAVD - NORTH AMERICAN	TOB - TOP OF BANK
CVD - COVERED	NGVD - NATIONAL GEODETIC	TOS - TOP OF SLOPE
DELTA - CLOTHAL ANGLE	NTS - NOT TO SCALE	TS - TRAFFIC SIGN
DEAS - OVERHEAD EASEMENT	OW - OVERHEAD WIRE	UD - UTILITY EASEMENT
EB - ELEVATION BOX	PC - POINT OF CURVE	UPC - CONCRETE UTILITY POLE
ENC - ENCLOSURE	PM - PARKING METER	UPW - CONCRETE UTILITY POLE
FEE - FINISHED FLOOR ELEVATION	POC - POINT OF COMPOUND CURVE	UPW - CONCRETE UTILITY POLE
FI - FIRE HYDRANT	PCP - PERMANENT CONTROL POINT	W - WOOD
FI - FENCE INSIDE	PK - PARKER KALON HAIL	WD - WOOD DECK
FND - FOUND	POB - POINT OF BEGINNING	WDF - WOOD FENCE
FO - FENCE OUTSIDE	PI - POINT OF INTERSECTION	WM - WOOD LANDING
FOL - FENCE ON LINE	POC - POINT OF COMMENCEMENT	WM - WATER METER
GI - GRATE INLET	PRC - POINT OF REVERSE CURVE	WV - WATER VALVE

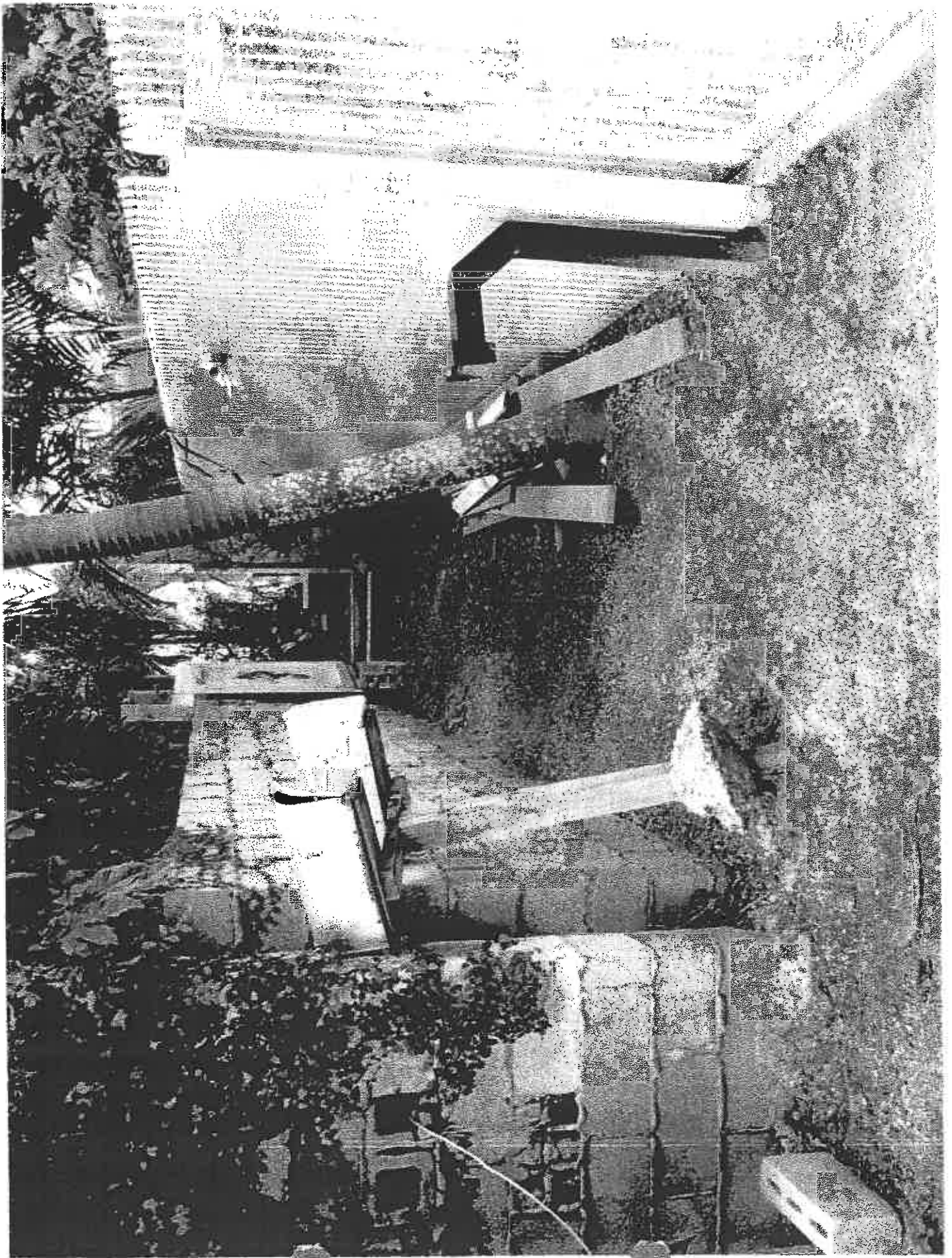




Site Photos







Letters of No Objection Utilities



Diane Tolbert Covan
Attorney at Law

NY & FL Bars

1901 Fogarty Avenue
Suite 1
Key West, FL 33040
Tele. (305) 293-1118
Fax (305) 296-1266
Covan@covanlaw.com

November 3, 2010

Comcast
Attn: Greg Daniels - Engineering
1010 Kennedy Drive, Ste. 200
Key West, FL 33040

RE: Easement at End of Caraballo Lane

Dear Mr. Daniels:

The City of Key West is to consider granting an exclusive easement to the final portion of Caraballo Lane to the owners of the only property served by such land, 327 William Street. The 180 square feet of land (6' x 30') is indicated on the attached survey as "proposed easement." This is to inquire whether Comcast has any objection to having limited or no access to this portion of the Lane. If Comcast has any need for access to this portion of the lane, the City would like to know what that need is and how it may be accommodated by the property owner. Please respond to this request for information no later than December 3, 2010. You may write your response below and return this letter. A self-addressed stamped envelope is enclosed for your convenience. Or, you may reply via facsimile or e-mail.

Thank you for your assistance and cooperation.

Sincerely,


DIANE TOLBERT COVAN

Date of Reply: 12/2/10

Comcast (circle "has" or "has not" on each line):

has ~~has not~~ any equipment or need to access the portion of the Lane indicated; and
has ~~has not~~ objection to the proposed easement.

Comments: _____

Signature: 

Printed name: Greg Daniels

Office held: Land Use/Planning



Diane Tolbert Covan
Attorney at Law

NY & FL Bars

1901 Fogarty Avenue
Suite 1
Key West, FL 33040
Tele. (305) 293-1118
Fax (305) 296-1266
Covan@covanlaw.com

November 3, 2010

Bellsouth Telecommunications, Inc.
605 United Street
Key West, FL 33040

RE: Easement at End of Caraballo Lane

Dear Bellsouth:

The City of Key West is to consider granting an exclusive easement to the final portion of Caraballo Lane to the owners of the only property served by such land, 327 William Street. The 180 square feet of land (6' x 30') is indicated on the attached survey as "proposed easement." This is to inquire whether the BellSouth has any objection to having limited or no access to this portion of the Lane. If BellSouth has any need for access to this portion of the lane, the City would like to know what that need is and how it may be accommodated by the property owner. Please respond to this request for information no later than December 3, 2010. You may write your response below and return this letter. A self-addressed stamped envelope is enclosed for your convenience. Or, you may reply via facsimile or e-mail.

Thank you for your assistance and cooperation.

Sincerely,


DIANE TOLBERT COVAN


Date of Reply: 11-24-10

Bellsouth (circle "has" or "has not" on each line):

has / has not any equipment or need to access the portion of the Lane indicated; and

has / has not objection to the proposed easement.

Comments: _____

Signature: for KATHY REED 
Printed name: KATHY REED ; H E BRADSHAW
Office held: AREA MANAGER OSP PLNG & ENG'G



(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33040-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

December 17, 2009

Mrs. Amy Kimball-Murley, AICP
City of Key West
PO Box 1409
Key West, Florida 33040

RE: DEVELOPMENT REVIEW COMMITTEE
KEYS ENERGY SERVICES COMMENTS MEETING OF DECEMBER 18, 2009

Dear Mrs. Kimball-Murley:

Keys Energy Services (KEYS) received the Development Review Committee Agenda for December 18, 2009. KEYS has reviewed the items that will be discussed at the City's Development Review Committee meeting.

Below are KEYS' comments:

1. LOCATION: 1500 Reynolds Street
COMMENT: KEYS has no objections
2. LOCATION: 1500 Reynolds Street - Variance
COMMENT: KEYS has no objections
3. LOCATION: Portion of Gecko Lane, abutting 309 Caraballo Lane
COMMENT: KEYS has no objections
4. LOCATION: 900 Washington Street
COMMENT: KEYS has no objections
5. LOCATION: 112 Fitzpatrick Street
COMMENT: KEYS has no objections
6. LOCATION: 419-421 Grinnell Street
COMMENT: KEYS has no objections

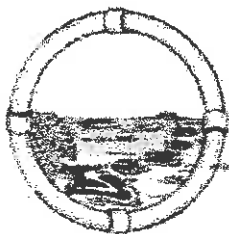
Thank you for giving KEYS the opportunity to participate in the City's review process. If you have any questions, please call me at 295-1055.

Sincerely:

Matthew Alfonso

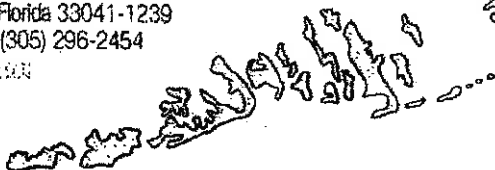
Matthew Alfonso
Supervisor of Engineering
Matthew.Alfonso@KeysEnergy.com

C:
L. Tejeda, General Manager & CEO
J. Wetzler, Asst. General Manager & CFO
D. Finigan, Director of Engineering/Control Center
A. Tejeda, Director of Customer Service
File: PLI-132



Florida Keys Aqueduct Authority

Post Office Box 1239
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 296-2454
FAX (305) 296-2454



David C. Ritz
Chairman
Key Largo

Rose M. Dell
Vice-Chairman
Big Pine Key

Antoinette M. Appell
Secretary/Treasurer
Marathon

J. Robert Dean
Key West

Elena Z. Herrera
Rockland Key

James C. Reynolds
Executive Director

January 4th, 2010

Diane Tolbert Covan
Attorney at Law
1901 Fogarty Avenue
Suite 1
Key West, FL 33040

RE: Abandonment of a portion of an alleyway at
North end of Caraballo Lane, Key West, FL

Dear Ms. Covan:

The FCAA Board of Directors approved at the December 23, 2010 meeting, the above referenced project.

Pursuant to your request for the easement abandonment of the above-reference property, Staff has researched your request and has no objection to the abandonment of this easement.

Should you have any questions, please do not hesitate to call this office.

Sincerely,

FLORIDA KEYS AQUEDUCT AUTHORITY

Marnie Walterson
Distribution Design Specialist

MW/cma

C: Kirk Zuelch, General Counsel
Roy Coley, Operations Department Director
City of Key West Building Department

Return to: (Enclose self addressed stamped envelope)
Name: STONES & CARDENAS
221 Simonton Street
Key West, FL 33040
(305) 294-0252

Doc# 1699883 06/18/2008 10:34AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

06/18/2008 10:34AM
DEED DOC STAMP CL: PW \$8,750.00

This Instrument Prepared By:

STONES & CARDENAS
221 Simonton Street
Key West, FL 33040
(305) 294-0252

Doc# 1699883
Bk# 2367 Pg# 453

\$1,350,000.00

WARRANTY DEED

THIS INDENTURE made this 29th day of April, 2008, by and between Gary Burchfield, a married man and Thomas Mendes, a single man, whose address is 800 Simonton Street, Key West, FL 33040, as Grantor, and George J. Mentonis and Patricia A. Mentonis, husband and wife, whose address is 346 Beach 144th Street, Neponsit, NY 11694, as Grantee.

WITNESSETH: that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors, heirs, and assigns forever, the following described property, situate lying and being in the County of Monroe, State of Florida, to-wit:

Parcel "A"

On the Island of Key West, Monroe County, Florida, and known on William A. Whitehead's map of said City of Key West, delineated in February, 1829, as part of Lot 4, Square 21, and being more particularly described as follows:

COMMENCE at the intersection for the Northwesterly right of way line of Eaton Street and the Northeasterly right of way line of William Street, thence in a Northeasterly direction along the said Northwesterly right of way line of Eaton Street for 128 feet; thence at a right angle and in a Northwesterly direction for 125.00 feet; thence at a right angle and in a Southwesterly direction 30.00 feet; thence at right angle and in a Northwesterly direction for 27.18 feet to the Point of Beginning; thence continue in a Northwesterly direction for 4.75 feet; thence at an angle of 89° 57' 56" to the left and in a Southwesterly direction for 33.27 feet; thence at a right angle and in a Southeasterly direction for 4.05 feet; thence at an angle of 88° 47' 27" to the left and in a Northeasterly direction for 33.28 feet to the Point of Beginning.

Parcel "B"

* "Grantor" and "Grantee" are used for singular or plural, as context requires

On the Island of Key West, Monroe County, Florida, and known on William A. Whitehead's map of said City of Key West, delineated in February, 1829, as part of Lot 4, Square 21, and being more particularly described as follows:

COMMENCE at the intersection for the Northwestern right of way line of Eaton Street and the Northeasterly right of way line of William Street, thence in a Northeasterly direction along the said Northwestern right of way line of Eaton Street for 128 feet; thence at a right angle and in a Northwestern direction for 125.00 feet; thence at a right angle and in a Southwesterly direction 30.00 feet; thence at a right angle and in a Northwestern direction for 14.00 feet to the Point of Beginning; thence continue in a Northwestern direction for 17.93 feet; thence at an angle of $89^{\circ} 57' 56''$ to the left and in a Southwesterly direction for 33.27 feet; thence at a right angle and in a Southeasterly direction for 17.95 feet; thence at an angle of $89^{\circ} 53' 0''$ to the left and in a Northeasterly direction for 33.28 feet to the Point of Beginning.

Doc# 1698893
BKM 2387 Pgm 454

Parcel "C"

On the Island of Key West, Monroe County, Florida, and known on William A. Whitehead's map of said City of Key West, delineated in February, 1829, as part of Lot 4, Square 21, and being more particularly described as follows:

COMMENCE at the intersection for the Northwestern right of way line of Eaton Street and the Northeasterly right of way line of William Street, thence in a Northeasterly direction along the said Northwestern right of way line of Eaton Street for 128 feet; thence at a right angle and in a Northwestern direction for 125.00 feet; thence at a right angle and in a Southwesterly direction 30.00 feet to the Point of Beginning; thence at right angle and in a Northwestern direction for 14.00 feet; thence at a right angle and in a Southwesterly direction for 33.28 feet; thence at an angle of $90^{\circ} 07' 00''$ to the left and in a Southeasterly direction for 22.87 feet; thence at a right angle and in a Northeasterly direction for 20.02 feet; thence at an angle of $89^{\circ} 39' 15''$ to the left and in a Northwestern direction for 8.30 feet; thence at an angle of $93^{\circ} 02' 34''$ to the right and in a Northeasterly direction for 13.20 feet; thence at an angle of $93^{\circ} 16' 19''$ to the left and in a Northwestern direction for 1.29 feet back to the Point of Beginning.

Parcel "D"

Part of Lot 4 in Square 21 according to Whitehead's map of the City of Key West delineated in February 1829, but more particularly described as follows:

Commencing at a point 116 feet from the corner of William and Eaton Streets and running along William Street in a NW'ly direction of 40 feet; thence at right angles in a NE'ly direction 64 feet, more or less; thence at right angles in a SE'ly direction 40 feet; thence at right angles in a SW'ly direction 64 feet more or less, to the place of beginning.

Parcel Identification Number: 00003270-000000

SUBJECT TO: Taxes for the year 2008 and subsequent years.

SUBJECT TO: Conditions, limitations, reservations and easements of record.

TOGETHER with all tenements, hereditaments and appurtenances, with every privilege, right,



title, interest and estate, reversion, remainder and easement thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the said property; that it is free of all encumbrances except as above stated; that Grantor has good right and lawful authority to sell the same; and that the Grantee shall have quiet enjoyment thereof. The said Grantor hereby fully warrants the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Adelle V. Stoues
Witness Name: Adelle V. Stoues

Amber N. Stola
Witness Name: Amber N. Stola

Adelle V. Stoues
Witness Name: Adelle V. Stoues

Amber N. Stola
Witness Name: Amber N. Stola

[Signature] (Seal)
Gary Burchfield

[Signature] (Seal)
Thomas Mendes

Doc# 1699883
Bk# 2367 Pgt 455



State of Florida
County of Monroe

Doc# 1699893
Bk# 2367 Pg# 456

The foregoing instrument was acknowledged before me this 28th day of April, 2008 by Gary Burchfield, who ☐ is personally known or ☒ have produced a driver's license as identification.

[Notary Seal]



Amber N. Stoia
Notary Public

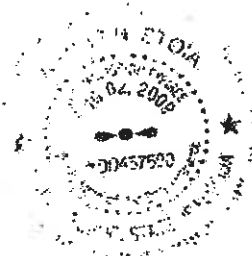
Printed Name: Amber N. Stoia

My Commission
Expires: Aug. 2, 2009

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 28th day of April, 2008 by Thomas Mendes, who ☐ is personally known or ☒ have produced a driver's license as identification.

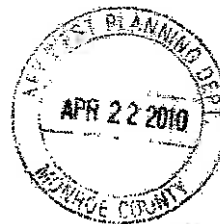
[Notary Seal]



Amber N. Stoia
Notary Public

Printed Name: Amber N. Stoia

My Commission
Expires: Aug. 2, 2009



This Copy is a True Copy of the
Original on File in this Office. Witness
my hand and Official Seal.

MONROE COUNTY
OFFICIAL RECORDS

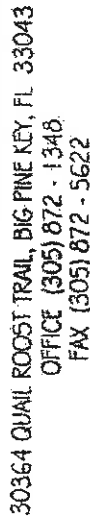
This 20th day of Jan

A.D., 2009

DANNY L. KOLHAGE
Clerk Circuit Court

By

D.C.



ROBERT E. REECE, PSM 45612, PROFESSIONAL SURVEYOR AND MAPPER, LB #7663

Public Notice

William/Caraballo

- Legend
- theBuffer
 - theBuffer/Target
 - Real Estate Number
 - Parcel Lot Text
 - Dimension Text
 - Block Text
 - Header/Leads
 - Lot Lines
 - Easements
 - Road Centerlines
 - Water Names
 - Parcels
 - Shoreline
 - Section Lines

PALMIS

Monroe County Property Appraiser
500 Whitehead Street
Key West, FL

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for *ad valorem tax purposes* only and should not be relied on for any other purpose.

Date Created: February 8, 2011 1:56 PM



CHODZIN MICHAEL S
1704 LAIRD ST
KEY WEST, FL 33040

GARMAN JOHN LJR AND ROBERTA H
547 CHEESE SPRING RD
NEW CANAAN, CT 06840

HONEYCUTT BRUCE M AND CARMEN F
2410 ANDERSON DR
RALEIGH, NC 27608

HOULIHAN F ROBERT
95 SELWYN ST
ROSLINDALE, MA 02131

KRUMEL CHARLES B LIVING TRUST
3/21/2005
3 KEY HAVEN TERR
KEY WEST, FL 33040

LILLY HILL LLC
19 LWRIDGE HEIGHTS
LUDLOW, VT 05149

LOCKWOOD DARIN A AND REBECCA L
201 WEST SIDE DR
REHOBOTH BEACH, DE 19971

MAJOR JUDITH LEE QTIP TRUST 9/22/08
72 VINTAGE RD
TRYON, NC 28782

MATHEWS DEVELOPMENT COMPANY INC
3320 W HIGHWAY C-30-A
SANTA ROSA BEACH, FL 32459

MENTONIS GEORGE J AND PATRICIA A
346 BEACH 144TH ST
NEPONIST, NY 11694

OLD KEY WEST HOTELS INC / David Corneal
411 WILLIAM ST
KEY WEST, FL 33040

POULSEN MARK E AND SARAH C
5830 OAK GROVE ST
LORTON, VA 22079

SPARACIO MARY
813 EATON ST
KEY WEST, FL 33040

TARRANTINO JOANNE
1002 WASHINGTON ST
KEY WEST, FL 33040

WRUBLE BRIAN F
1107 KEY PLAZA
KEY WEST, FL 33040