

RESOLUTION NO. 88-175

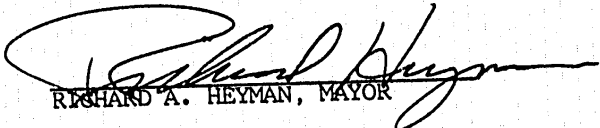
A RESOLUTION APPROVING AN "AGREEMENT OF EASEMENT"
RESPECTING PROPERTY AT 714 PASSOVER LANE, KEY WEST;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael Morse has represented himself to be the owner of the property known as 714 Passover Lane, and has asked the City to enter into the attached agreement with him, NOW, THEREFORE,

BE IT RESOLVED by the City Commission of the City of Key West, Florida that the attached "Agreement of Easement" respecting property at 714 Passover Lane, Key West, is hereby approved. The Mayor of the City of Key West is hereby authorized and empowered to execute the said Agreement on behalf of the City of Key West and the Clerk of said City is hereby authorized to attest to his signature and to affix the Seal of the City thereto.

This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this
16 day of May, 1988.


RICHARD A. HEYMAN, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

FILED FOR RECORD
78 JUN -2 PM 3:00
DANNY L. KOTRAGE
CLERK OF
MONROE COUNTY, FLA.

542046

REC 1054 PAGE 0805

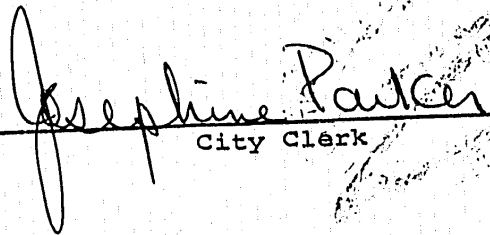
STATE OF FLORIDA)

COUNTY OF MONROE) ss.

CITY OF KEY WEST)

I, Josephine Parker, Clerk of the City of Key West, Florida, do hereby certify the foregoing and attached to be a true and correct copy of Resolution No. 88-175 passed and adopted by the City Commission of the City of Key West, Florida, on the 16th day of May, 1988.

WITNESS my hand and the official Seal of the City of Key West, Florida, this 24th day of May, 1988.


City Clerk

EASEMENT AGREEMENT

THIS AGREEMENT made this 23 day of May, 1988, between the City of Key West, Florida (hereinafter Grantor), and Michael Morse (hereinafter, Grantee).

RECITALS

Grantee is owner of the property known as 714 Passover Lane, Key West, Florida, including buildings which intrude upon Grantor's right-of-way for Passover Lane, Key West, adjacent thereto. More specifically, a portion of a building and a fence of the Grantee encroach on the property of the Grantor, according to a survey by Fred Hildebrant, Inc. (copy attached hereto as Exhibit A). The encroachment area is described in Exhibit B.

This encroachment impedes marketability of title to the properties.

The parties agree that the subject encroachments have existed for some years.

I. CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to Grantee for the structural life of the encroaching buildings, an easement for use of that portion of the Passover Lane right-of-way occupied by the buildings at 714 Passover Lane as shown in the aforementioned survey. This easement shall pertain to the buildings only, and not to the fence or any other encroachments.

II. CONSIDERATION

Grantee agrees to pay to Grantor the sum of \$150.00, together with all sums and fees for city sewer, city garbage, if unpaid, and to otherwise 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. Grantor's sole remedy against the Grantee in the event of non-compliance with the terms of this Agreement shall be to void this easement.

III. EASEMENT TERMINATION

Grantee agrees that any expansion or increment of the presently-existing building encroachments shall operate to terminate the easement

granted hereby, and that Grantor shall thereupon have the right to require Grantee to fully and entirely vacate the Passover Lane right-of-way through demolition or structural alteration of the buildings.

Grantee agrees that in the event that the building is removed or destroyed, this easement shall terminate, and that any new building shall be built entirely on land owned by the Grantee or their assigns, and shall not encroach on Grantor's right-of-way.

Notwithstanding the fact that this easement may terminate at some future date, it is a covenant that runs with the land, and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

IN WITNESS WHEREOF, the parties have executed this easement.

ATTEST:

Josephine Parker
JOSEPHINE PARKER, CITY CLERK
Frances Santana
Witness

CITY OF KEY WEST

Richard A. Heyman
RICHARD A. HEYMAN, MAYOR
Jon M. Tufenjian
Witness

SWORN TO and subscribed before me this 23RD day of MAY, 1988.

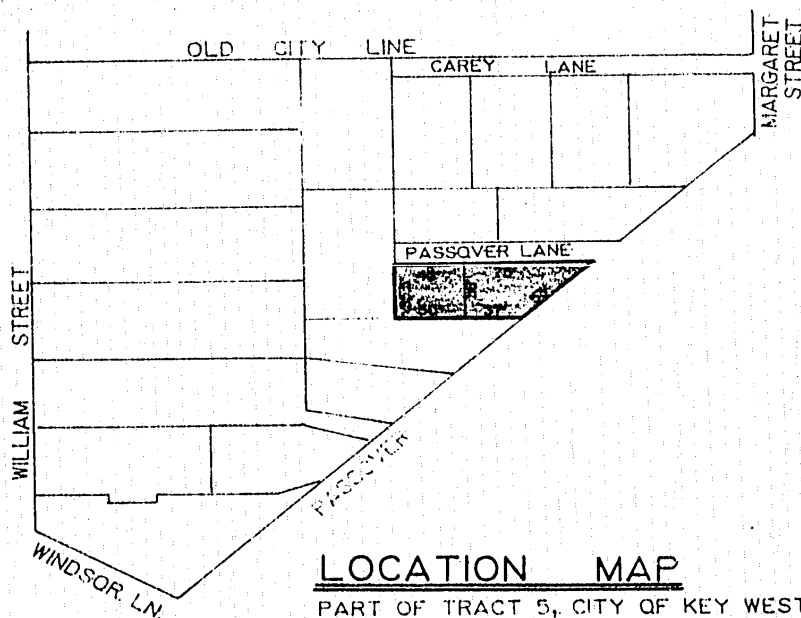
Jon M. Tufenjian
Witness
Frances Santana
Witness

Kathleen Woodman
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires: July 27, 1991
Michael Morse
MICHAEL MORSE, GRANTEE

SWORN TO and subscribed before me this 23RD day of MAY, 1988.

Kathleen Woodman
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 27, 1991
Bonded Thru TFC Fair Insurance Inc.

542046
OFF REC 1054 PAGE 0808



LEGAL DESCRIPTION:

A part of Tract Five (5) on the Island of Key West, it being a part of lands deeded to the said party of the second part by Sam J. Lowe by deed bearing date the 9th day of February, 1886 and duly recorded in Monroe County Records in Book O.O., page 157, said lot hereby conveyed having a front on an alleyway of Forty-eight feet and bounded Eastwardly by land belonging to Mrs. Edwards thirty - six (36) feet, Southwardly by land belonging to John Gallagher, fifty (50) feet and Westwardly by John Sands thirty - five (35) feet and six (6) inches.

ALSO

On the Island of Key West and known on William A. Whitehead's map of said Island delineated in February A.D. 1829, as a part of Tract 5 bounded on the South by the land of James Gallagher Estate 37 feet thence westerly 36 feet; thence along a certain alleyway, being the north boundary of the said land, 75 feet, thence along the Passover being the easterly boundary 53 feet. Being the same land conveyed to Catherine Edwards by John E. Thompson and Annie Thompson, his wife by deed dated August 11, 1886.

SURVEYOR'S NOTES:

North arrow based on assumed meridian
elevations based on N.V.G.D. 1929 Datum
B.M. No: Basic elevation 12.324

- = Found iron pipe
- = Set iron pipe

CERTIFICATION:

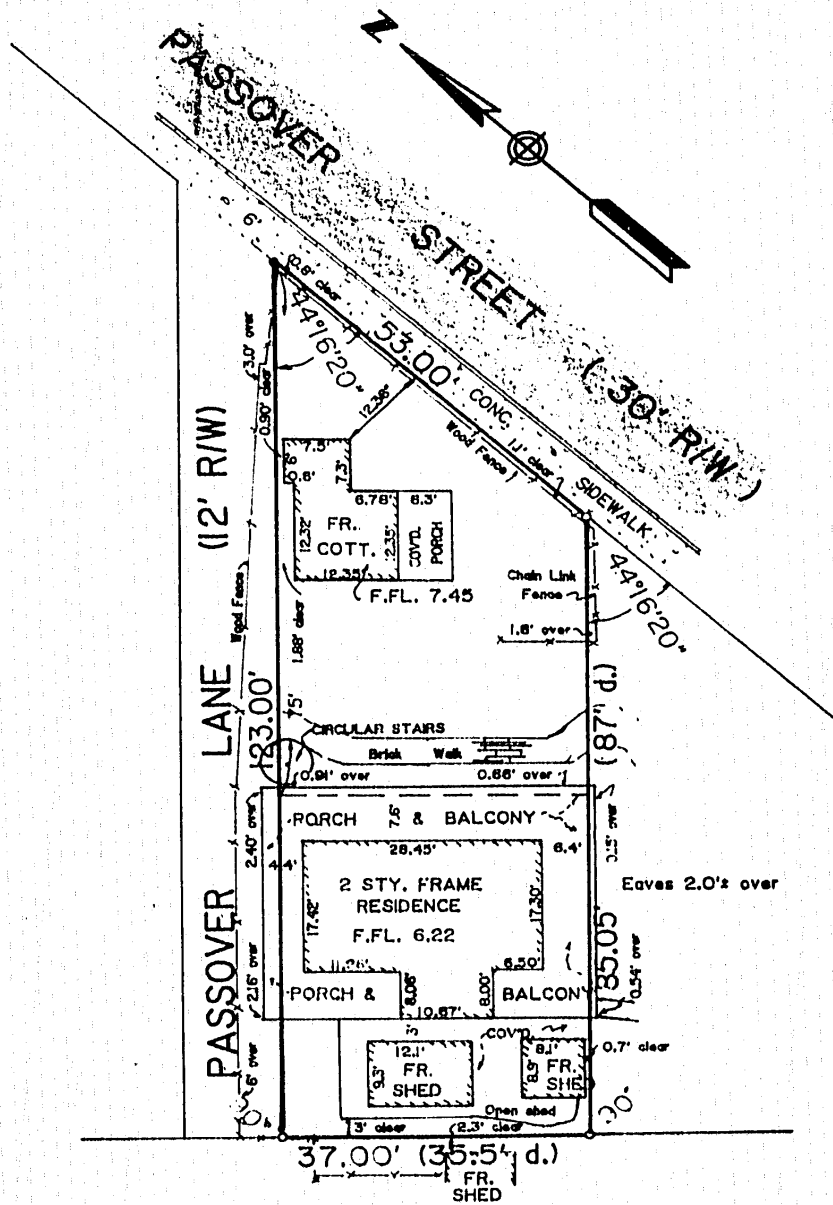
EXHIBIT

I HEREBY CERTIFY that the attached Location / Boundary Survey is true and correct to the best of my knowledge and belief, that it meets the minimum technical standards adopted by the Florida Society of Professional Land Surveyors, Florida Statute Section 472.027, and the Florida Land Title Association; and that there are no encroachments unless shown hereon.
CERTIFICATION made to Greater New York Mortgage Corp of Florida, Attorneys Title Insurance Fund, Mark Kelly, P.A. and Mr. Moss.

Fredrick H. Hildebrandt
FREDERICK H. HILDEBRANDT
Professional Land Surveyor No. 2749
Professional Engineer No. 36810
State of Florida

542046

REF 1054 PAGE 0309



"A"

BLOCK 78

Mr. Moss
714 Passover Street, Key West, Florida 33040

Location / Boundary Survey

Dwn No
88-201

Scale. 1"=20'

Ref

Flood Zone. A10

Dwn. By: FHH

Date 3/28/88

49-81

Flood Elev 8'

Rev

FREDERICK H. HILDEBRANDT, INC.
ENGINEERS - SURVEYORS - PLANNERS

414 Simonton St.
Key West, Fla. 33040
(305) 294-6139

P.O. Box 970378
Miami, Fla. 33197
(305) 253-6016

542046 OFF REC 1054 PAGE 0810
FREDERICK H. HILDEBRANDT, INC.
ENGINEERS, SURVEYORS

P.O. Box 970378
Miami, Florida 33197
(305) 253-6016

414 Simonton Street
Key West, Florida 33040
(305) 294-6139

LEGAL DESCRIPTION: Encroachment 714 Passover Lane

On the Island of Key West, Monroe County, Florida and being known as part of Tract 5, according to William A. Whitehead's Map of the City of Key West, delineated in February, A.D. 1829 and being more particularly described as follows:

COMMENCE at the westerly Right Of Way line of Passover Street and the Southeastery Right of Way line of Passover Lane (12' R/W); thence in a Southwesterly direction along the said Southeastery Right of Way line of Passover Lane for 71.50 feet to the Point of Beginning; thence continue in a Southwesterly direction along the said Southeastery Right of Way Line of Passover Lane for 33.25 feet, thence at a right angle and in a Northwesterly direction for 2.40 feet, thence at a right angle and in a Northeasterly direction for 33.25 feet; thence at a right angle and in a Southeastery direction for 2.40 feet to the Point of Beginning.

A N D

On the Island of Key West, Monroe county, Florida and being known as Part of Tract 5, according to William A. Whitehead's Map of the City of Key West, delineated in February, A.D. 1829 and being more particularly described as follows:

COMMENCE at the Westerly Right of Way line of Passover Street and the Southeastery right of way line of Passover Lane (12' R/W); thence in a Southwesterly direction along the said Southeastery right of way line of Passover Lane for 71.50 feet; thence at a right angle and in a Southeastery direction for 37.00 feet to the Point of Beginning; thence continue in a Southeastery direction for 0.60 feet; thence at a right angle and in a Southwesterly direction for 33.25 feet; thence at a right angle and in a Northwesterly direction for 0.60 feet; thence at a right angle and in a Northeasterly direction for 33.35 feet to the Point of Beginning.

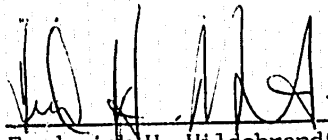

Frederick H. Hildebrandt
Professional Land Surveyor No. 2749
Professional Engineer No. 36810
State of Florida

EXHIBIT "B"

Recorded in Official Record Book
In Monroe County, Fla.
Reference to Map
Date 1988 2 1 11:20 AM
City of Key West