



Application For Easement

City of Key West, Florida • Planning Dept.
3140 Flagler Avenue • Key West, Florida 33040-4602 • 305-809-3720 • [cityofkeywest.com](http://www.cityofkeywest.com)

RECEIVED
JUN 11 2015

CITY OF KEY WEST CITY OF KEY WEST
PLANNING DEPT.

Application Fee: \$2,150.00
(includes \$100.00 advertising/noticing fee and \$50.00 file review fee)
(\$400 for each additional easement for same parcel)

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

PROPERTY DESCRIPTION: 907 Frances Street

Site Address: _____

Zoning District: HHDR Real Estate (RE) #: 00021700-000000

Property located within the Historic District? Yes No

APPLICANT: Owner Authorized Representative

Name: Owen Trepainer & Associates Inc.

Mailing Address: 1421 1st Street Unit 101

City: Key West State: FL Zip: 33040

Home/Mobile Phone: _____ Office: 305-293-8983 Fax: 305-293-8748

Email: lori@owentrepanier.com

PROPERTY OWNER: (if different than above)

Name: Carolyn A Sprogell

Mailing Address: 907 Frances Street

City: Key West State: FL Zip: 33040

Home/Mobile Phone: _____ Office: _____ Fax: _____

Email: casprogell@aol.com

Description of requested easement and use: _____

An easement for 907 Frances Street to relocate an existing security fence along the rear of the property at Havana Lane closer to the home reducing the encroachment in the City Right of Way. The existing shed will be removed. The easement is similar and compatible with the fence line authorized on the neighboring property 909 Frances St. (Reso. No. 04-343).

Are there any easements, deed restrictions or other encumbrances attached to the property? Yes No

If yes, please describe and attach relevant documents: _____

Pending easement for eaves of principle structures encroaching onto Havana Lane.

City of Key West • Application for Easement

REQUIRED SUBMITTALS: All of the following must be submitted in order to have a complete application. Please submit one paper copy and one electronic copy of all materials.

- Correct application fee. Check may be payable to "City of Key West."
- Notarized verification form signed by property owner or the authorized representative.
- Notarized authorization form signed by property owner, if applicant is not the owner.
- Copy of recorded warranty deed
- Property record card
- Signed and sealed Specific Purpose Surveys with a legal description of the easement area requested
- Photographs showing the proposed easement area

June 11, 2015

Carlene Smith, Planner II
City of Key West
Email: CeSmith@cityofkeywest-fl.gov
Key West, FL 33040

**RE: 907 Frances Street
Modified Easement Application**

TREPANIER



ASSOCIATES INC.

LAND USE PLANNING

DEVELOPMENT CONSULTANTS

Dear Mrs. Smith:

Thank you for meeting with me on June 1, and discussing this issue.

This is a request¹ to modify a pending easement along Havana Lane for the above property to preserve the existing neighborhood fence line and to provide safety and security for the property owner. A privilege allowed by all other property owners along this block.

Summary: The encroachments for which an original easement (Reso. 99-049)² was granted have been reduced by the structure's relocation and restoration in 2000 under previous ownership. Although the easement was a topic of discussion during this renovation project in 2000³, the easement was not revoked by the City and has been consistently paid since 1999.⁴ Furthermore, as part of the renovation, the repair and replacement of the wood fence on the historic knee-height concrete wall was approved.⁵ Modifying the pending easement will allow this property owner a restricted version of the same rights and privileges shared by others along this block. Although the proposed easement is reduced in width from the existing location and prior applications, the allowed distance provided by the proposed easement will allow this property owner enough distance from her rear windows to her proposed new fence line the security needed to feel comfortable and safe in her home. This would be similar to a neighboring easement approved in 2004, for new construction on the neighboring property encroaching along the Havana Lane.⁶



Background: 907 Frances Street is located on a historic platted lot between Frances Street and Havana Avenue.

The platted Havana Avenue right-of-way and physical location of the road are inconsistent with one another as is not uncommon in Old Town. 907 Frances was developed historically many

¹ See attached application

² Attachment A

³ Attachment B

⁴ Attachment C

⁵ Attachment D

⁶ Attachment E

years ago in a manner consistent with the "perceived property line" and physical location of Havana Lane, as were the other properties along the lane (modern and historic).

On August 17, 1999, the City granted previous owners of 907 Havana Avenue, Thomas and Jessica Callahan, an easement (Res. No. 99-149)⁷ for a one story frame garage which encroached 7.35 ft. into Havana Avenue right-of-way. The easement included language stating that the conveyance of easement was for the structural life of the encroaching garage.

On April 6, 2000, a variance (Res. No. 00-136) was granted for reduced setbacks and "habitable space" to convert the garage to a detached bedroom and make other alterations to the property.⁸ Following the granting of the variance, the garage was rebuilt and moved back approximately 7 ft. away from the right-of-way with its rear wall at a zero setback property line. Building plans for this renovation were reviewed and approved by Building staff on 6/20/00.⁹ Included on the plans were the repair and extension of the existing wood fence to the full width of the property.

Today, the eaves of the old garage structure (now converted to a detached bedroom), the eaves of the main house, two cisterns, and a historic concrete wall remain on the platted Havana Avenue right-of-way (although clear of the actual street).

On March 18, 2013, Ms. Carolyn Sprogell purchased the property, in above described configuration. On June 3, 2013 Ms. Sprogell, received a letter¹⁰ from the City of Key West confirming that she was the new owner of a property for which an easement had been granted and explained her obligations related thereto, including the required annual payment. Ms. Sprogell commenced making the annual payments as required.

In November 2013, Ms. Sprogell repaired the rotting fence along her property's Havana Avenue border. The repair was made without the benefit of permit and she was subsequently cited for the unpermitted work.

On December 12, 2013 Ms. Sprogell applied for the necessary permits however staff requested a new easement be obtained before it would process the after-the-fact permit applications.

J. Lynn O'Flynn, Inc. surveyed the property¹¹. The survey revealed the following:

- The detached bedroom extends into the right-of-way by 1.25 ft.
- A portion of the principal structure extends into the right-of-way 0.75 ft.
- The shed and the historic cistern on which it sits extend into the right-of-way 6.5 ft.
- The historic wall is located 7.8 ft. into the right-of-way.

The character of the 900-block of Havana Avenue includes 6 to 8 ft. tall picket fences on the majority of

⁷ Attachment A
⁸ Attachment F
⁹ Attachment G
¹⁰ Attachment H
¹¹ Attachment I



the properties (including all residential properties). The current pre-existing fence line at 907 is consistent with the fence line of the neighboring properties and the perceived and physical edge of the road.

Havana Avenue is a small lane directly off the main Truman Avenue thoroughfare which is subject to a high level of foot traffic to and from area bars and adult entertainment establishments. Havana Avenue properties are vulnerable sites to late night less than desirable activities thereby necessitating the safety and protection of 6 ft. fences for residents.

Ms. Sprogell remains concerned about the safety impacts of losing the ability to maintain the existing Havana Avenue fence line and the security it provides, especially late in the evening and early morning due to its proximity to the liquor store and late night adult entertainment complex.

Unless the pending easement is modified, the fence, in its existing position, will be required to be removed resulting in a 69 sq. ft. blind spot created midway along Havana Lane. This open spot will not be visible from either end of the lane and will create direct access to the property's two bedroom windows and where break in's and home invasions have occurred in the recent past.



Ms. Sprogell is very interested in finding a solution to this situation, which does not create a security problem for her in her home. We believe modifying the pending easement is the fairest solution for the property owner and the community.

We respectfully request your support to modify the pending easement to acknowledge the reduction in principal use encroachment and to allow the proposed modified fence line to remain. Enclosed please find an easement application and an original stamped and sealed survey. Thank you in advance for your consideration and working with us to find an amicable solution to this situation.

Best Regards,

Lori Thompson

Cc: Leo Hernandez, Code Compliance Officer

Verification

**City of Key West
Planning Department**



Verification Form

(Where Authorized Representative is an individual)

I, Lori Thompson, being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

907 Frances St.

Street address of subject property

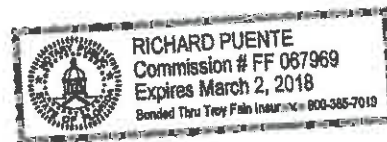
All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

[Signature] of Thompson & Associates
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this May 7, 2015 by
Ms. Lori Thompson
Name of Authorized Representative

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

Richard Puente
Notary's Signature and Seal
Richard Puente
Name of Acknowledger typed, printed or stamped

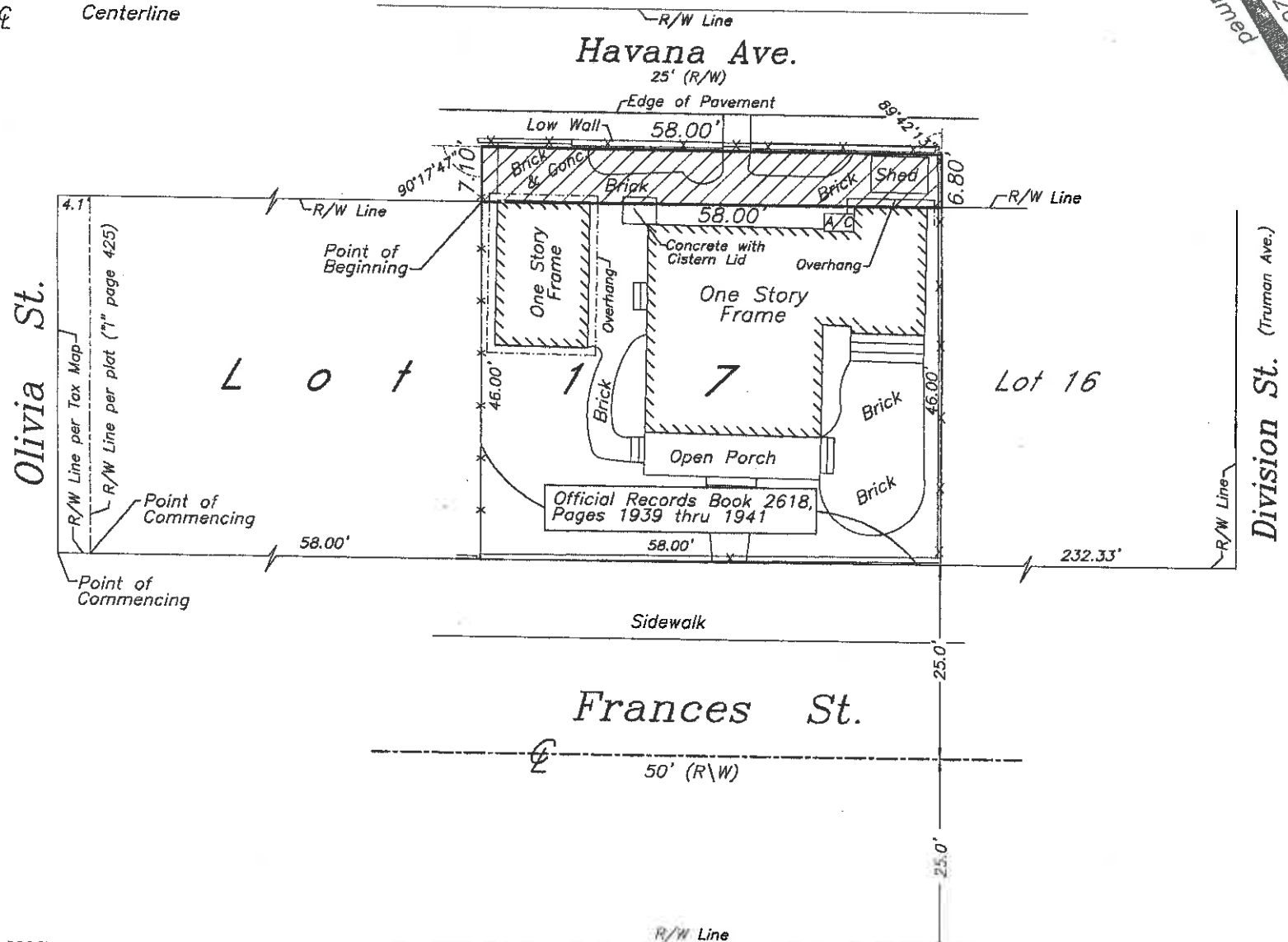
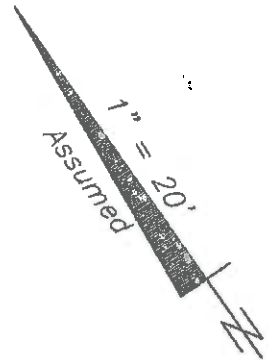


FF 067969
Commission Number, if any

Authorization

Specific Purpose Survey to illustrate a legal description
of portion of Havana Avenue, Island of Key West
prepared by the undersigned

LEGEND
R/W Right of Way
C Centerline



- NOTES:
1. The legal description shown hereon was authored by the undersigned.
 2. Underground foundations and utilities were not located.
 3. All angles are 90° (Measured & Record) unless otherwise noted.
 4. Street address: 907 Frances Street, Key West, FL.
 5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
 6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
 7. North Arrow is assumed and based on the legal description.
 8. This survey is not assignable.
 9. Adjoiners are not furnished.
 10. The description contained herein and sketch do not represent a field boundary survey.

SPECIFIC PURPOSE SURVEY TO ILLUSTRATE A LEGAL DESCRIPTION
AUTHORED BY THE UNDERSIGNED

A parcel of land on the Island of Key West, and known as part of Havana Lane in Tract 6, adjacent to Lot 17 in Square 3 of John Lowe's Subdivision of said Tract 6 according to Deed Book I, Page 425 of the Public Records of Monroe County, Florida, 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 Northeasterly right of way line of Frances Street and run thence Southeasterly along the Northeasterly right of way line of the said Frances Street for a distance of 58.00 feet to the Westerly corner of the lands described in Official Record Book 2618 at Pages 1939 thru 1941 of the Public Records of said County; thence Northeasterly and at right angles along the Northwesternly boundary line of the said lands for a distance of 46.00 feet to the Southwesterly right of way line of Havana Lane, said point being the Northerly corner of said lands and also being the Point of Beginning; thence Southeasterly and at right angles along the Southwesterly right of way line of Havana Lane for a distance of 58.00 feet to the Easterly corner of said lands; thence Northeasterly and at right angles for a distance of 6.80 feet to a point; thence Northwesternly with a deflection angle of 89°42'13" to the left for a distance of 58.00 feet; thence Southwesterly with a deflection angle of 90°17'47" to the left for a distance of 7.10 feet back to the Point of Beginning, containing 403 square feet, more or less.

SPECIFIC PURPOSE SURVEY FOR: Carolyn Sprogel;

J. LYNN O'FLYNN, INC.
[Signature]
J. Lynn O'Flynn, PSM
Florida Reg. #6298

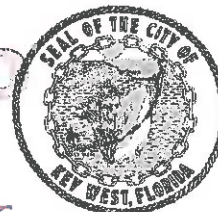
June 8, 2015

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

City of Key West
Planning Department

RECEIVED

JUL 13 2015



Authorization Form
(Individual or Joint Owner)

CITY OF KEY WEST
PLANNING DEPT.

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

I, Carolyn A. Sprogell authorize
Please Print Name(s) of Owner(s) as appears on the deed

Trepanier & Associates, Inc.
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

Carolyn A. Sprogell
Signature of Owner

Signature of Joint/Co-owner if applicable

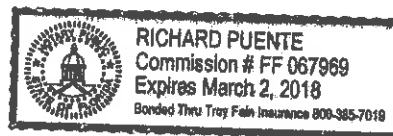
Subscribed and sworn to (or affirmed) before me on this 6-29-2015
Date

by *Carolyn A. Sprogell*
Name of Owner

He/She is personally known to me or has presented Florida Drivers Lic as identification.

Richard Puente
Notary's Signature and Seal

Richard Puente
Name of Acknowledger typed, printed or stamped



FF 067969
Commission Number, if any

Deed

Prepared by and return to:

Susan Mary Cardenas
Attorney at Law
Stones & Cardenas
221 Simonton Street
Key West, FL 33040
305-294-0252

File Number: 13-053-Winfrey
Will Call No.:

Doc# 1925110 03/19/2013 1:58PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

03/19/2013 1:58PM
DEED DOC STAMP CL: DS \$4,050.00

[Space Above This Line For Recording Data]

Trustee's Deed

Doc# 1925110
Bk# 2618 Pg# 1939

This Trustee's Deed made this 18~~th~~ day of March, 2013 between CAREY W. WINFREY and JANE E. WINFREY, and their successors, Individually and as Trustees of the CAREY W. WINFREY REVOCABLE TRUST dated August 10, 2011, for the benefit of CAREY W. WINFREY, as to an undivided fifty percent (50%) interest; and JANE E. WINFREY and CAREY W. WINFREY, and their successors, Individually and as Trustees of the JANE E. WINFREY REVOCABLE TRUST dated August 10, 2011, for the benefit of JANE E. WINFREY, as to the remaining undivided fifty percent (50%) interest, as tenants in common. whose post office address is 806 Ashe Street, Key West, FL 33040, grantor, and Carolyn A. Sprogell, a single woman whose post office address is 622 Grinnell Street, Key West, FL 33040, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

On the Island of Key West, known on W.A. Whitehead's map delineated in February A.D., 1829 as a part of Tract 6, but now better known as Lot 17 in Square 3 of John Lowe's Subdivision of a part of said Tract 6, a diagram of which is recorded in Book "I", Page 425, Monroe County, Florida, records.

Commencing at a point on Frances Street distant Fifty-eight (58) feet from the corner of Frances and Olivia Streets and running thence in a Northeasterly direction Forty-six (46) feet; thence at right angles in a Southeasterly direction Fifty-eight (58) feet; thence at right angles in a Southwesterly direction Forty-six (46) feet out to Frances Street; thence at right angles in a Northwesterly direction along the line of Frances Street Fifty-eight (58) feet to the Point of beginning.

LESS

Part of Lot 17 in Square 3 of that part of Tract 6 on the Island of Key West subdivided by John Lowe, a diagram of which subdivision is duly recorded in Book "I" page 425 of Monroe County Records:

COMMENCING at the corner of Olivia and Frances Streets and running thence along Frances Street in a Southeasterly direction for a distance of 58 feet to the Point of Beginning; thence at right angles in a Northeasterly direction for a distance of 46 feet; thence at right angles in a Southeasterly direction for a distance of 4.1 feet to a fence; thence at right angles in a Southwesterly direction along said fence for a distance of 46 feet to the Northeasterly right of way line of Frances Street; thence at right angles in a Northwesterly direction along said Frances Street for a distance of 4.1 feet back to the Point of Beginning.

SUBJECT TO: Taxes for the year 2013 and subsequent years.

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

THE PROPERTY CONVEYED HEREIN IS NEITHER THE DOMICILE OF THE SETTLOR, THE TRUSTEE, NOR THE BENEFICIARIE(S) OF THE GRANTOR TRUST, NOR THE SPOUSE OF ANY OF THEM, NOR ANY OF HIS OR HER IMMEDIATE HOUSEHOLD AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA. THE SETTLOR AND THE TRUSTEE OF THE TRUST RESIDES AT THE ADDRESS SHOWN ABOVE.

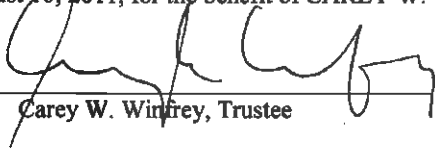
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

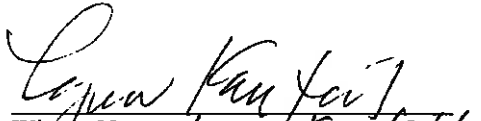
To Have and to Hold, the same in fee simple forever.

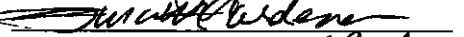
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.


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:

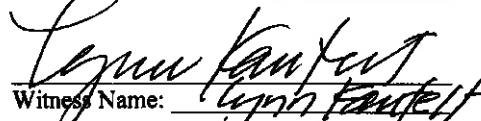
CAREY W. WINFREY REVOCABLE TRUST dated August 10, 2011, for the benefit of CAREY W. WINFREY


By: 
Carey W. Winfrey, Trustee


Witness Name: Lynn Fautsch

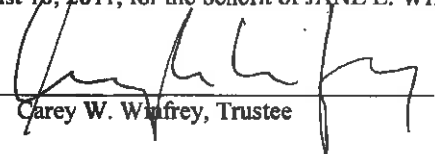

Witness Name: Susan M. Cardenas

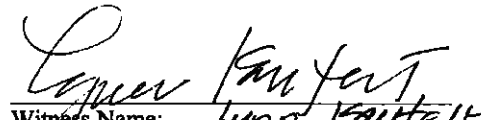
By: 
Jane E. Winfrey, Trustee

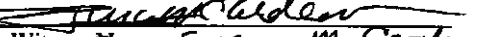

Witness Name: Lynn Fautsch



Witness Name: Susan M. Cardenas

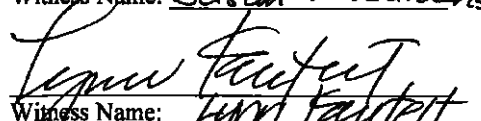
JANE E. WINFREY REVOCABLE TRUST dated August 10, 2011, for the benefit of JANE E. WINFREY

By: 
Carey W. Winfrey, Trustee


Witness Name: Lynn Fautsch


Witness Name: Susan M. Cardenas

By: 
Jane E. Winfrey, Trustee


Witness Name: Lynn Fautsch


Witness Name: Susan M. Cardenas

Lynn Faustell
Witness Name: Lynn Faustell

By: Carey W. Winfrey
Carey W. Winfrey, Individually

Susan M. Cardenas
Witness Name: Susan M. Cardenas

By: Jane E. Winfrey
Jane E. Winfrey, Individually

Lynn Faustell
Witness Name: Lynn Faustell

Susan M. Cardenas
Witness Name: Susan M. Cardenas

Doc# 1925110
Bk# 2618 Pg# 1941

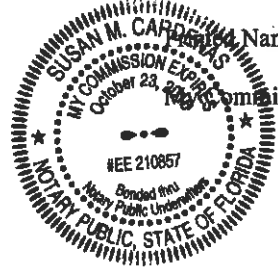
State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 18th day of March, 2013 by Carey W. Winfrey, Individually and as Trustee and Jane E. Winfrey, Individually and as Trustee, who are personally known or have produced a driver's license as identification.

[Notary Seal]

Susan M. Cardenas
Notary Public

Name: Susan M. Cardenas
Commission Expires: 10.23.16

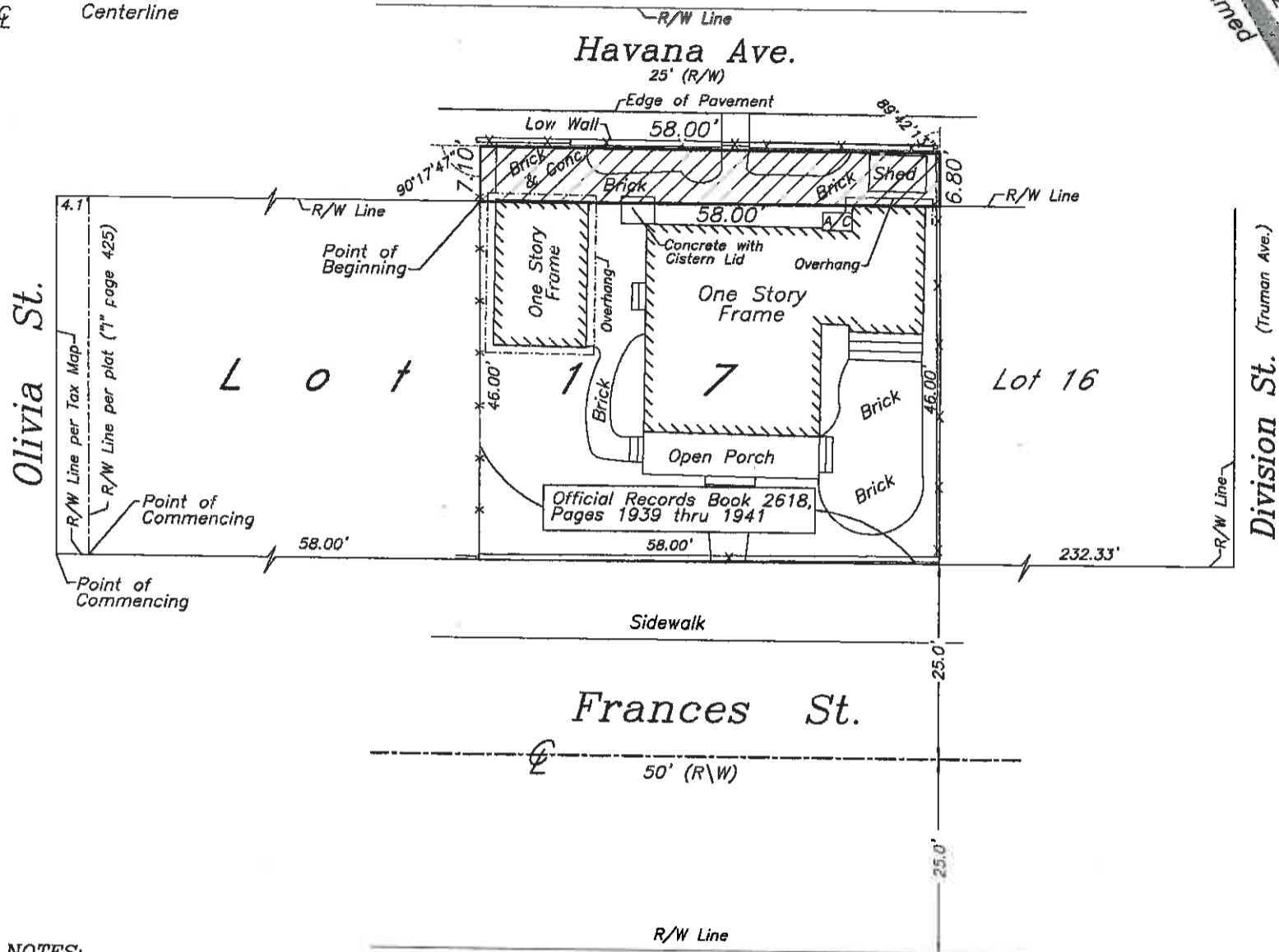
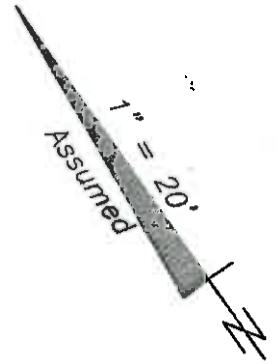


MONROE COUNTY
OFFICIAL RECORDS

Survey

Specific Purpose Survey to illustrate a legal description
of portion of Havana Avenue, Island of Key West
prepared by the undersigned

LEGEND
R/W Right of Way
☉ Centerline



NOTES:

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2. Underground foundations and utilities were not located.
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4. Street address: 907 Frances Street, Key West, FL.
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SPECIFIC PURPOSE SURVEY FOR: Carolyn Sprogell;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6298

June 8, 2015

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper
PSM #6298

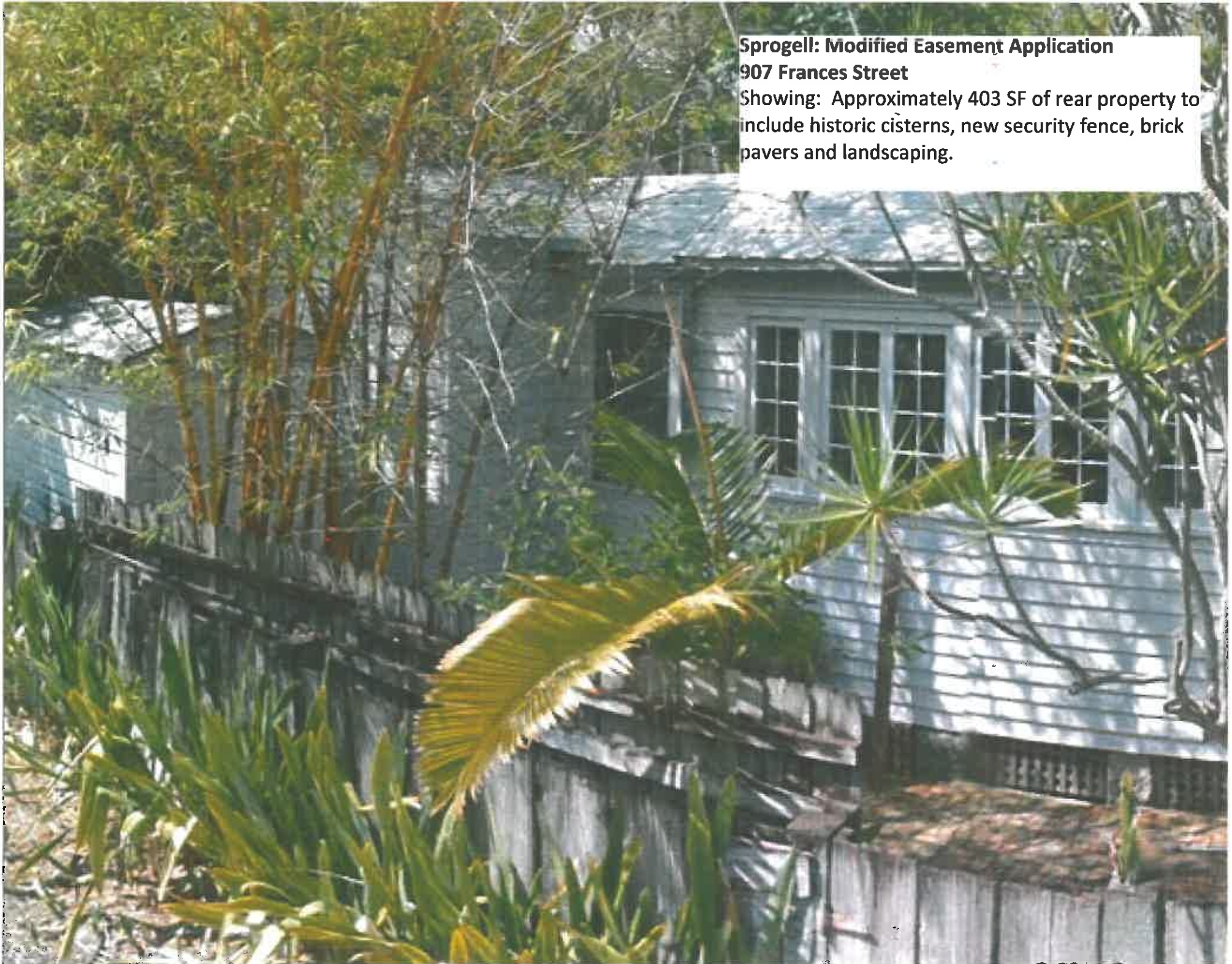
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

Site Photos

Sprogel: Modified Easement Application

907 Frances Street

Showing: Approximately 403 SF of rear property to include historic cisterns, new security fence, brick pavers and landscaping.



**Sprogell - Modified Easement Application
907 Frances Street**
Showing: Shed (to be removed) with historic cistern inside, historic knee wall, security fence (to be moved along edge of proposed modified easement line), landscaping and brick pavers.



overhanging eaves

property line

historic knee wall

Cistern

Sprogeil - Modified Easement Application
907 Frances Street
Showing: brick pavers, landscaping, historic knee wall and security fence

Proposed easement - 907 Frances
(Estimated for visual purposes.
See survey for exact location)



Sprogell - Modified Easement Application
907 Frances Street
Showing: shed (to be removed) on historic
cistern and brick pavers

Proposed easement - 907 Frances
(Estimated for visual purposes. See
survey for exact location)



Sprogell - Modified-Easement Application
907 Frances Street
Historic cistern and brick pavers

Proposed easement - 907 Frances
(Estimated for visual purposes.
See survey for exact location)



Additional Information



THE CITY OF KEY WEST

P.O. BOX 1409
KEY WEST, FL 33041-1409

June 3, 2013

Dear Resident,

The County records reflect that you are the new owner of a property in which an easement was granted by the City of Key West. For your information and review, I've attached a copy of the City resolution granting the easement. Also, attached is an invoice for the easement. The City bills easements annually on June 1st.

Please contact me if you have any questions or concerns.

Regards,

A handwritten signature in cursive script, appearing to read "Nancy Kielman".

Nancy Kielman
Finance Department
305-809-3821

Key to the Caribbean – Average yearly temperature 77° F.

RESOLUTION NO. 99-149

EASEMENT: 907 FRANCES STREET

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE ATTACHED AGREEMENT FOR EASEMENT AT 907 FRANCES STREET, KEY WEST, FLORIDA, BETWEEN THE CITY OF KEY WEST AND THOMAS P. CALLAHAN AND JESSICA I.M. SADLER CALLAHAN; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED, by the City Commission of the City of Key West, Florida:

Section 1: That the attached Agreement for Easement at 907 Frances Street, Key West, Florida, between the City of Key West and Thomas P. Callahan and Jessica I.M. Sadler Callahan is hereby approved; provided, however, that the property owner shall pay an annual rental to the City to be determined by Ordinance. The City Manager is authorized to execute the Agreement for Easement on behalf of the City of Key West, and the City Clerk is authorized to attest to his signature and affix the Seal of the City thereto.

Section 2: 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 4th day of MAY, 1999.

Authenticated by the presiding officer and Clerk of the Commission on MAY 7, 1999.

Filed with the Clerk STATE OF FLORIDA)
COUNTY OF MONROE)
CITY OF KEY WEST), 1999.

This copy is a true copy of the original on file in this office.
Witness my hand and official seal
this 13 day of Oct, 1999

ATTEST:

Cheryl Smith
CITY CLERK

Shelia K. Mullins
SHELIA K. MULLINS, MAYOR
By *Cheryl Smith*
Cheryl Smith
City Clerk

JANNY L KOLHAGE, CLERK 11:44AM

10/18/1999 2:10 PM DEP. CLK

10 : 10

EASEMENT AGREEMENT

THIS AGREEMENT made this 4th day of May, 1999, between the City of Key West, Florida (hereinafter Grantor) and Thomas P. Callahan and Jessica I.M. Sadler Callahan (hereinafter Grantees).

RECITALS

Grantees are owners of the property known as 907 Frances Street, Key West, Florida. The 907 Frances Street property consists of a one-story frame garage that encroaches into Grantor's Havana Avenue right-of-way. More specifically, Grantees' one story frame garage encroaches 7.35 feet into Grantor's Havana Avenue right-of-way for a length of 9.4 feet, which totals approximately 69.09 square feet, according to a survey by Norby & Associates, Inc. dated January 8, 1999, (copy attached hereto). This encroachment impedes marketability of title to the properties.

The parties agree that the subject encroachment has existed for some years.

I. CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to Grantees for the structural life of the encroachment, an easement for use of 7.35 feet into Grantor's Havana Avenue right-of-way for a length of 9.4 feet, which is currently occupied by a one story frame garage; provided, however, that an existing chain link fence and a shed located on City property on Havana Avenue be removed. The encroachment is shown in the aforementioned survey. This easement shall pertain to the one story frame garage only, and not to any

other encroachments.

II. CONSIDERATION

Grantees agree to pay to Grantor the sum of \$ 300.00, together with all sums and fees for city sewer, city garbage, if unpaid; 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.

III. EASEMENT TERMINATION

Grantees agree that any enlargement of the presently existing 7.35 feet wide by 9.4 feet long encroachment into Havana Avenue shall operate to terminate the easement granted hereby, and that Grantor shall thereupon have the right to require Grantees to fully and entirely vacate the easement on the Havana Avenue right-of-way through demolition or structural alteration of the building.

Grantees agree that in the event the portion of the building encroaching Havana Avenue is removed or substantially destroyed, this easement shall terminate, and that any new structure shall be built entirely on land owned by the Grantees, or their assigns, and shall not encroach on Grantor's right-of-way.

Additionally, Grantees recognize and agree that Grantor may reclaim or retake its property without process upon a determination of necessity to protect the health, safety or welfare of the City's residents.

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.

AMENDMENT TO EASEMENT AGREEMENT

THIS AGREEMENT is made this 4th day of May, 1999, between the City of Key West, Florida (hereinafter "Grantor") and Thomas P. Callahan and Jessica I. M. Sadler Callahan (hereinafter "Grantees").

WHEREAS, Grantees are owners of property located at 907 Frances Street, Key West, Florida, including a one-story frame garage that encroaches 76.35 feet into Grantor's Havana Avenue right-of-way for a length of 9.4 feet (the "Encroachment"); and

WHEREAS, Grantees petitioned the City Commission for the conveyance of an easement for that portion of the land constituting the Encroachment; and

WHEREAS, Grantor agreed to convey to Grantees an easement for the Encroachment with certain conditions as more particularly described in the Easement Agreement dated May 4, 1999; and

WHEREAS, Grantor and Grantees entered into the Easement Agreement with the express understanding that the Easement Agreement would be amended to add the following provision:

IV. ANNUAL RENTAL FEE

Grantees agree to pay Grantor an annual rental fee for the easement in the total amount of \$300.00, payable annually on the anniversary date of the execution of this Amendment to Easement Agreement to the City of Key West. Failure to pay such rental fee shall constitute grounds for the Grantor to terminate the easement granted by the Easement Agreement dated May 4, 1999.

IN WITNESS WHEREOF, the parties have executed this agreement the date above written.

ATTEST:

Cheryl Smith
CHERYL SMITH, CITY CLERK

Julio Avel
CITY OF KEY WEST
JULIO AVAEL, CITY MANAGER

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 7th day of August, 1999 by JULIO AVAEL of the City of Key West on behalf of the City who is personally known to me or who has produced _____ as identification.

Caroline Prncipe
Notary Public



Caroline Prncipe
MY COMMISSION # CCB22645 EXPIRES 5/2003
March 31, 2003
BONDED THRU TROY FAIR INSURANCE, INC. / LANCE INC.

My commission expires: 3/31/03

GRANTEE

Thomas P. Callahan
Thomas P. Callahan

FILE #1147936
BK#1600 PG#1064

GRANTEE

Jessica I. M. Sadler Callahan
Jessica I. M. Sadler Callahan

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 19th day of August, 1999 by THOMAS P. CALLAHAN, who is personally known to me or who has produced FL Driver's License as identification.

Susan P. Harrison
Notary Public

My commission expires: 4-8-2003



Susan P. Harrison
MY COMMISSION # CC824275 EXPIRES
April 8, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 23 day of September, 1999 by JESSICA I. M. SADLER CALLAHAN, who is personally known to me or who has produced DL License as identification.

Caroline Prncipe
Notary Public

My commission expires: _____



Caroline Prncipe
MY COMMISSION # CC822645 EXPIRES
March 31, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

RECEIVED

MONROE COUNTY
OFFICIAL RECORDS

Attachement B



~~TRANSMITTAL~~ TRANSMITTAL

WILLIAM P. HORN ARCHITECT, P.A.

915 EATON ST.
KEY WEST, FLORIDA 33040
PHONE (305) 296-8302
FAX (305) 296-1033

TO	CITY KEY WEST BLDG DEPT.	DATE	08-25-00
ATTN.	CATHERINE HARDING	PROJECT NO.	
FAX NO.		FROM	FRANK HERDLISKA
REFERENCE	907 FRANCES ST. CURRENT PERMIT APPLICATION		

MEMO PER OUR TELEPHONE CONVERSATION
 ATT. PLEASE FIND COPIES OF RESOLUTIONS
 99-149 (EASEMENT) AND 00-136 (VARIANCE)
 FOR THE ABOVE REF. PROJECT.

*Structural
 life assessment*

IN TALKING WITH BILL HORN HE SAYS THAT
 THE FACT THAT THE GARAGE WAS THE SUBJECT
 OF THE EASEMENT WAS VERY MUCH A PART OF
 THE DISCUSSION OF THE VARIANCE APPROVAL,
 TO ALLOW THE RENOVATION ETC. OF THE
 SPACE, AND THAT THE COMMISSION WAS
 FULLY AWARE OF THESE RESOLUTIONS
 WORKING TOGETHER, TO ALLOW IMPROVEMENTS
 TO THE BUILDING.

Sincerely

Customer ID . . . : 6591 Name: SPROGELL, CAROLYN
 Last statement . . : 6/02/14 Addr: 907 FRANCES ST
 Last invoice . . . : 0/00/00 KEY WEST, FL 33040
 Current balance . . : .00
 Pending : .00 Status: A ACTIVE

Type: EASEMENT OF CITY PROPERTY

Type option, press Enter.
5=Display 9=History

Payment History

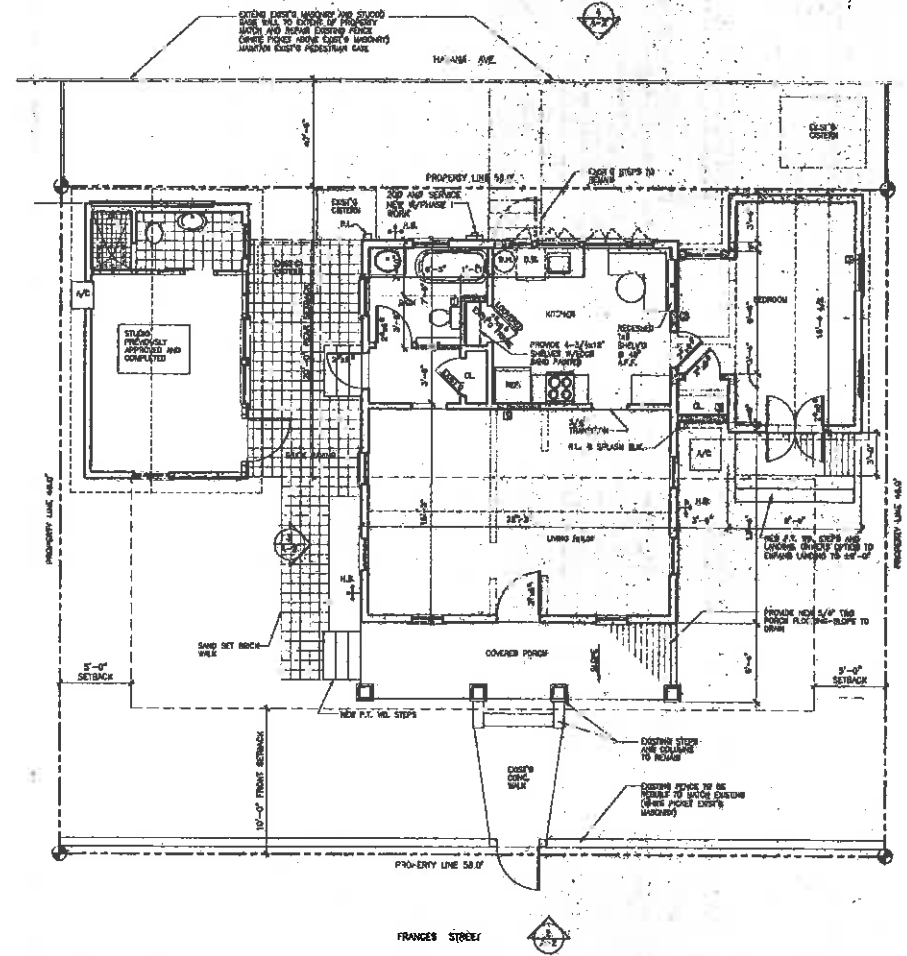
Opt	Trn date	Description	Payment Batch and Type	Receipt #	Original Amount	Unapplied Amount
-	6/25/14	PAYMENT	MR 45	30214	300.00-	.00
-	7/12/13	PAYMENT	MR 45	84571	300.00-	.00
-	7/26/12	PAYMENT	MR 45	93339	300.00-	.00
-	7/11/11	PAYMENT	MR 45	83504	300.00-	.00
-	6/16/10	PAYMENT	MR 45	82112	300.00-	.00
-	6/15/09	PAYMENT	MR 6	8Y005	300.00-	.00
-	6/10/08	PAYMENT	MR 26	82216	300.00-	.00
-	7/06/07	PAYMENT	MR 13	90406	300.00-	.00
-	2/15/07	PAYMENT	MR 27	44956	300.00-	.00
-	6/29/05	PAYMENT	MR 7	93793	300.00-	.00
-	7/02/04	PAYMENT	MR 6	90017	300.00-	.00
-	7/15/03	PAYMENT	MR 6	97306	300.00-	.00
-	7/12/02	PAYMENT	MR 6	97754	300.00-	.00
-	11/15/01	PAYMENT	MR 26	13919	300.00-	.00
-	7/05/00	PAYMENT	MR 6	92116	300.00-	.00

Bottom

F3=Exit F12=Cancel

Attachment D

WILLIAM BOON
ARCHITECT, P.A.



NOTE:
 FINISH REFLECTIONS AND NEW SHALL BE AS INDICATED ON THE DWG'S AND SHALL BE PROVIDED BY OWNER AND INSTALLED BY THE CONTRACTOR. TWO (2) DAYS 1 OVER 8 WORKS TO BE LOCATED IN THE MAIN RM. SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. OWNER OR OR. NO. 10000.

INTERIOR DOORS SHALL BE 4 PANEL STYLE AND BAL. NO. DOORS W/PANED FINISH
 EXTERIOR DOORS (NEW) SHALL BE TO LIGHT NO. DOORS PAINTED

FLOOR: LIVING RM. FLOOR SHALL BE PATCHED AND REFINISHED WITH NEW SECTION (AS T&B PHD) TO MATCH EXISTING

BEDROOM FLOOR SHALL BE PATCHED AND REFINISHED WITH NEW SECTION (AS T&B PHD) TO MATCH EXISTING

KITCHEN AND BATH FLOOR SHALL BE REPLACED DUE TO DETERIORATED OPERATION. PROVIDE NEW 3/4" P.L. FLOOR OVER EXISTING FINISHED FINISHING, AND T&B REFINISH NEXT FINE FLOOR.

PROVIDE CLEAR POLYURETHANE FINISH COORS. W/DOORS

WALLS: 1/2" G.I.B. SHALL BE T&B T&B. THROUGHOUT. EXISTING MATERIAL TO REMAIN TO THE PLASTER EXCEPT PORTLAND CEMENT AND GYPSUM EXISTING MATERIALS WHERE POSSIBLE AND PROVIDE NEW T&B THE BRICK NECESSARY. ALL DOORS SUBJECT TO BE FINISH.

BASE SHALL BE 1/2" G.I.B. SOUTHERN YELLOW PINE (GRADED) THROUGHOUT

FRAMING SHALL BE PROVIDED BY OWNER AND INSTALLED BY THE CONTRACTOR

THE TRIM SHOULD BECOME 1 1/2" BUILT TO THE SPECIFICATIONS SPECIFICATIONS UNDER SPECIFICATIONS CONCERNING THE COVER AND FINISH (S&S)

ALL DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND ADJUSTED TO CONFORM TO EXISTING CONDITIONS

PROVIDE 2x4 G.I.B. 1/2" HOOKER AND LEADER TO SPLASH B.L. @ EA. END OF PRIMARY ROOF VALLEY @ BRACKET. PROVIDE OUTER EXTERIOR 2x4 @ 24" SPACING ROOF ALL IN A/V EQUIPMENT. ALSO PROVIDE CONTRACTOR BUTTER ALONG THE REAR OF THE HOUSE @ LEADER ADJACENT TO THE EXISTING SYSTEM.

RECEIVED
FEB 04 2008

WINFREY RESIDENCE
PHASE II
BY FRANCES STREET
KEY WEST, FLORIDA

SITE and FLOOR PLAN

SCALE: 1/4" = 1'-0"

SITE DATA - PHASE I AND PHASE II COMBINED

LAND USE DISTRICT	INDOR
FLOOR ZONE	2
LIT. AREA	2,666.0 SQ. FT.
LIT. COVERAGE	EXISTING: 38.98 (1,038 S.F.) - 30% MAX. NEW: 40.58 (1,081 S.F.)
IMPERVIOUS AREA	EXISTING: 44.38 (1,188 S.F.) - 50% MAX. NEW: 47.28 (1,236 S.F.)

VARANCE GRANTED APRIL 5, 2008 AS DESCRIBED BELOW

HANDICAP SPACE TO BE ALLOWED IN THE GARAGE WITHOUT CONTIGUOUS ENTRY FROM MAIN HOUSE

REAR YARD SETBACK OF 0.0' IN LIEU OF 20.0'

SIDE YARD SETBACK OF 1.25' IN LIEU OF 3.0'

NOTE:
 PHASE I WORK TO INCLUDE:
 RENOVATION OF MAIN HOUSE, TO LAYOUT SHOWN.
 PHASE I WORK APPROVED BY LAMC
 (# H01-00-0022 11 JAN 2007)

WALL LEGEND

SYMBOL	WALL TYPE
(Dashed line)	EXISTING WALL TO REMAIN
(Dotted line)	EXISTING WALL TO BE REMOVED
(Solid line)	NEW CONSTRUCTION

WALL TYPES

1	INTERIOR - THE MAIN HOUSE, EA. SEE EXISTING FRAMES OR NEW P.L. 2x4 FRAMES @ 16" O.C.
2	EXTERIOR - THE TRIM WORK, INT. P.L. 2x4 FRAMES 8/11 1/2" G.I.B. 3/4" P.L. W/ 1/2" SHEATHING 1/2" FELT AND P.L. NO. 10000. MATCH AND LUG-1/2" EXISTING SOFFIT AND WALL THICKNESS
3	EXTERIOR - (WEATHER RESISTION SYSTEM) SAME AS (2) W/P.T. FINISHING SYSTEM TO EXISTING. PROVIDE 3/4" P.L. W/ 1/2" SHEATHING AND NEW SOFFIT.

NOTE: 8-12 MAX. PARTITION WALL AT P.L. NO. 10000 IS AN ACCEPTABLE ALTERNATE TO G.I.B. STRIPS AND SLIPS OTHERWISE RELATED IN TOP AND BOTTOM PLANE.

REVIEWED
SUBJECT TO CONFORMANCE WITH
ALL APPLICABLE CODES AND
ALL APPLICABLE REGULATIONS
KEY WEST BUILDING DEPT.

Revised Drawing
8.16.08

PLANS REVIEWED BY:
 READING: [Signature]
 I HEREBY AGREE TO CONSULT WITH ALL AGENCIES OF THE CITY OF KEY WEST AND ALL FEDERAL, STATE, AND FEDERAL COUNTY LAWS, ORDINANCES AND REGULATIONS ON THIS PLAN OR OTHER DOCUMENTS AS MAY BE REQUIRED BY ANY AGENCY.
 OWNER: ASSET [Signature]
 PERMIT NO. 00-3-25 DATE: 01.10.08

DATE: 01-28-08
 REVISIONS:
 10-19-07
 07-20-07 BLDG.
 06-15-07 BLDG.
 12-10-06 BLDG.
 01-05-01 BLDG.

DRAWN BY: J. BO
 CHECKED BY: J. BO
 PROJECT NUMBER: 5010

WINFREY RESIDENCE - PHASE II BY FRANCES STREET KEY WEST, FLORIDA



ADDRESS: 909 FRANCES STREET

RESOLUTION NO. 04-343

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, GRANTING AN EASEMENT TO M. EMIL ROBERTS AND IDA ROBERTS FOR AN ENCROACHMENT UPON CITY PROPERTY AT 909 FRANCES STREET; PROVIDING FOR AN EFFECTIVE DATE

Doc# 1479129
Bk# 2058 Pg# 2287

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

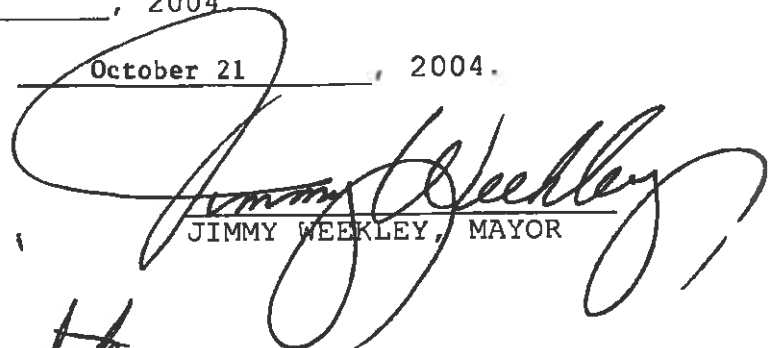
Section 1: That an easement is hereby granted in accordance with the attached Easement Agreement.

Section 2: 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 19 day of October, 2004.

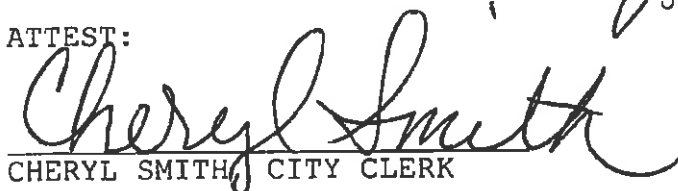
Authenticated by the presiding officer and Clerk of the Commission on October 21, 2004.

Filed with the Clerk October 21, 2004.



JIMMY WEEKLEY, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

EASEMENT AGREEMENT

THIS AGREEMENT made this 15th day of November, 2004, between the City of Key West, Florida (hereinafter Grantor), and M. Emil Roberts and Ida Roberts (hereinafter jointly the Grantee).

Doc# 1479129
Bk# 2058 P# 2288

RECITALS

Grantee is owner of the property known as 909 Frances Street, Key West, Florida, and intends to install a building that would encroach onto the Grantor's right-of-way along Havana Lane. Specifically, the Grantee's building will encroach for a length of 39.3 feet and a width of 7 feet, according to a survey by R.E. Reece, P.A., dated March 11, 2004 (copy attached hereto). This encroachment would impede marketability of the property.

I. CONVEYANCE OF EASEMENT

The Grantor hereby agrees to grant and convey to Grantee an easement for use of Havana Lane for a length of 39.3 feet and a width of 7 feet for a building on Grantee's property located at 909 Frances Street, as more specifically described in the attached survey. The easement shall pertain to those structural portions existing on the property only and not to any other encroachments. The grant of this easement is conditioned upon the following: (1) there shall be no new additional construction related to the encroachment; and (2) the stairs constructed on the right-of-way shall be removable.

II. CONSIDERATION

Grantee agrees to pay to Grantor a processing fee in the amount of \$850.00, together with all sums and fees for city sewer, city garbage, if unpaid; 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. 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 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.

Grantee shall have the right to repair, maintain and replace the improvements in the ordinary course of maintenance and/or in the event the improvements are destroyed by fire, hurricane or other cause.

In the event Grantor determines that retaking this property is necessary for a public purpose, then Grantor may terminate this Easement and reclaim the property without compensation to Grantee.

Attachment E

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.

Doc# 1479129
Bk# 2058 P# 2290



CITY OF KEY WEST

Cheryl Smith

CITY CLERK

Julio Avel

JULIO AVAEL, CITY MANAGER

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 22nd day of October, 2004 by JULIO AVAEL of the City of Key West on behalf of the City who is personally known to me or who has produced personally known as identification.

Vivian Perez

Notary Public
State of Florida

My commission expires  Vivian Perez
MY COMMISSION # CC991212 EXPIRES
April 9, 2005
BONDED THRU TROY FAIN INSURANCE, INC

[signatures continued on next page]

GRANTEE

Doc# 1479129
Bk# 2058 Pg# 2291

M. Emil Roberts
By: M. Emil Roberts

Ida Roberts
By: Ida Roberts

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 15th
day of November, 2004, by M. EMIL ROBERTS AND IDA
ROBERTS, who are personally known to me or who have produced
H.S. as identification.

Vivian Perez
Notary Public
State of Florida

My commission expires:  Vivian Perez
MY COMMISSION # CC991212 EXPIRES
April 9, 2005
BONDED THRU TROY FARM INSURANCE, INC

Doc# 1479129
Bk# 2058 Pg# 2292

LEGAL DESCRIPTION OF REQUESTED EASEMENT
SITE ADDRESS: 909 FRANCIS STREET

NAME OF APPLICANT: EDWARD W. HORAN
NAME OF OWNERS: M. EMIL ROBERTS AND IDA ROBERTS

In the City of Key West, Florida, known as Subdivision 16, Square 3, of JOHN LOWE'S DIAGRAM of Tract 6, recorded in Deed Book 1, Page 425, of the Public Records of Monroe County, Florida, and more particularly described by metes and bounds as follows:

Commencing at a point located by running in a Southeasterly direction from the corner of Frances and Olivia Street 116 feet along Frances Street; thence at right angles in a Northeasterly direction 46 feet to the point of beginning; thence at right angles in a Southerly direction along Havana Avenue for 39.3 feet; thence at right angles in a Northeasterly direction 7 feet; thence at right angles in a Northerly direction along Havana Avenue 39.3 feet; thence at right angles in a Southwesterly direction 7 feet to the point of beginning.

RECORDED
JUL 22 2004
CITY OF KEY WEST

RESOLUTION NO. 00-136

VARIANCE: 907 FRANCES STREET

A RESOLUTION OF THE KEY WEST BOARD OF ADJUSTMENT GRANTING A VARIANCE TO THE BUILDING SETBACK AND HABITABLE SPACE REGULATIONS FOR PROPERTY IN THE HHDR, HISTORIC HIGH DENSITY RESIDENTIAL ZONING DISTRICT, UNDER THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF KEY WEST, FLORIDA, PERMITTING VARIANCES TO: SECTION 2-7.3, ARTICLE VII OF THE LDRs, TO ALLOW HABITABLE SPACE TO BE ACCESSIBLE FROM OTHER THAN "THE INTERIOR OF EXTERIOR WALLS," OR OTHER THAN DIRECTLY ACCESSIBLE FROM INSIDE A CONTIGUOUS STRUCTURE, FOR THE EXISTING GARAGE; TO THE REAR YARD BUILDING SETBACK REQUIREMENTS OF 20 FEET, FROM THE 20 FEET REQUIRED TO THE 0 FEET PROPOSED AND EXISTING FOR THE CURRENT GARAGE, ITS PROPOSED EXPANSION, AND THE PROPOSED EXPANDED EASTERN CONNECTION; AND TO THE SIDE YARD BUILDING SETBACK REQUIREMENTS OF 3.25 FEET, FROM THE 5 FEET REQUIRED TO THE 1.75 PROPOSED AND EXISTING, FOR THE CURRENT GARAGE. THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONVERSION OF AN EXISTING 171 SQUARE FOOT GARAGE ON THE NORTH SIDE OF THE LOT INTO A STUDIO, TO EXPAND THAT STRUCTURE BY 11.5 FEET ALONG THE EASTERN SIDE OF THE BUILDING, AND TO EXPAND BY 35.75 SQUARE FEET THE CONNECTION TO THE EASTERN WING OF THE STRUCTURE FOR PROPERTY LOCATED AT 907 FRANCES STREET (RE# 21700).

REAL ESTATE PARCEL #21700, ALSO KNOWN AS 907 FRANCES STREET, KEY WEST, MONROE COUNTY, FLORIDA

WHEREAS, special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the subject district; and

Attachment F

WHEREAS, literal interpretation of the provisions of the Zoning Ordinance of the City of Key West would deprive the owner of the subject property of rights commonly enjoyed by other properties in the same district under the terms of the Land Development Regulations.

WHEREAS, the special conditions and circumstances do not result from the actions of the applicant.

WHEREAS, the granting of the variance requested will not confer on the applicant any special privilege that is denied by the ordinance to other land, structures or buildings in the same district.

WHEREAS, the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

WHEREAS, the granting of the variance will be in harmony with the general purpose and intent of the Land Development Regulations, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; now therefore,

Attachment F

BE IT RESOLVED by the Board of Adjustment of the City of Key West, Florida:

Section 1. That a variance to building setback regulations and habitable space regulations in the HHDR, Historic High Density Residential Zoning District, under the Land Development Regulations of the City of Key West, Florida, is hereby granted as follows: SECTION 2-7.3, ARTICLE VII OF THE LDRs, TO ALLOW HABITABLE SPACE TO BE ACCESSIBLE FROM OTHER THAN "THE INTERIOR OF EXTERIOR WALLS," OR OTHER THAN DIRECTLY ACCESSIBLE FROM INSIDE A CONTIGUOUS STRUCTURE, FOR THE EXISTING GARAGE; TO THE REAR YARD BUILDING SETBACK REQUIREMENTS OF 20 FEET, FROM THE 20 FEET REQUIRED TO THE 0 FEET PROPOSED AND EXISTING FOR THE CURRENT GARAGE, ITS PROPOSED EXPANSION, AND THE PROPOSED EXPANDED EASTERN CONNECTION; AND TO THE SIDE YARD BUILDING SETBACK REQUIREMENTS OF 3.25 FEET, FROM THE 5 FEET REQUIRED TO THE 1.75 PROPOSED AND EXISTING, FOR THE CURRENT GARAGE. THE PURPOSE OF THE REQUEST IS TO ALLOW THE CONVERSION OF AN EXISTING 171 SQUARE FOOT GARAGE ON THE NORTH SIDE OF THE LOT INTO A STUDIO, TO EXPAND THAT STRUCTURE BY 11.5 FEET ALONG THE EASTERN SIDE OF THE BUILDING, AND TO EXPAND BY 35.75 SQUARE FEET THE CONNECTION TO THE EASTERN WING OF THE STRUCTURE FOR PROPERTY LOCATED AT 907 FRANCES STREET (RE# 21700).

REAL ESTATE PARCEL #21700, ALSO KNOWN AS 907 FRANCES STREET, KEY WEST, MONROE COUNTY, FLORIDA

Attachment F

Section 2. It is an essential condition of this variance that full, complete, and final application for all permits required for any new construction for any use and occupancy for which this variance is wholly or partly necessary, whether or not such construction is suggested or proposed in the documents presented in support of this variance, shall be submitted in its entirety within 12 months after the date hereof. It is an essential condition of this variance that no application or reapplication for new construction for which the variance is wholly or partly necessary shall be made after expiration of said 12-month period.

Section 3. Failure to submit full and complete application for permits for new construction for which this variance is wholly or partly necessary, or failure to complete new construction for use and occupancy pursuant to this variance in accordance with the terms of a City building permit issued upon timely application as described in Section 2 hereof, shall immediately operate to terminate this variance, which variance shall be of no force or effect.

Section 4. This variance does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

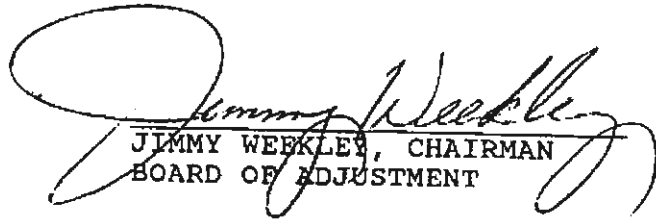
Attachment F

Section 5. 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.


Read and passed on first reading at a regular meeting held this 5th day of April, 2000.

Authenticated by the presiding officer and Clerk of the Board on 6th day of April, 2000.

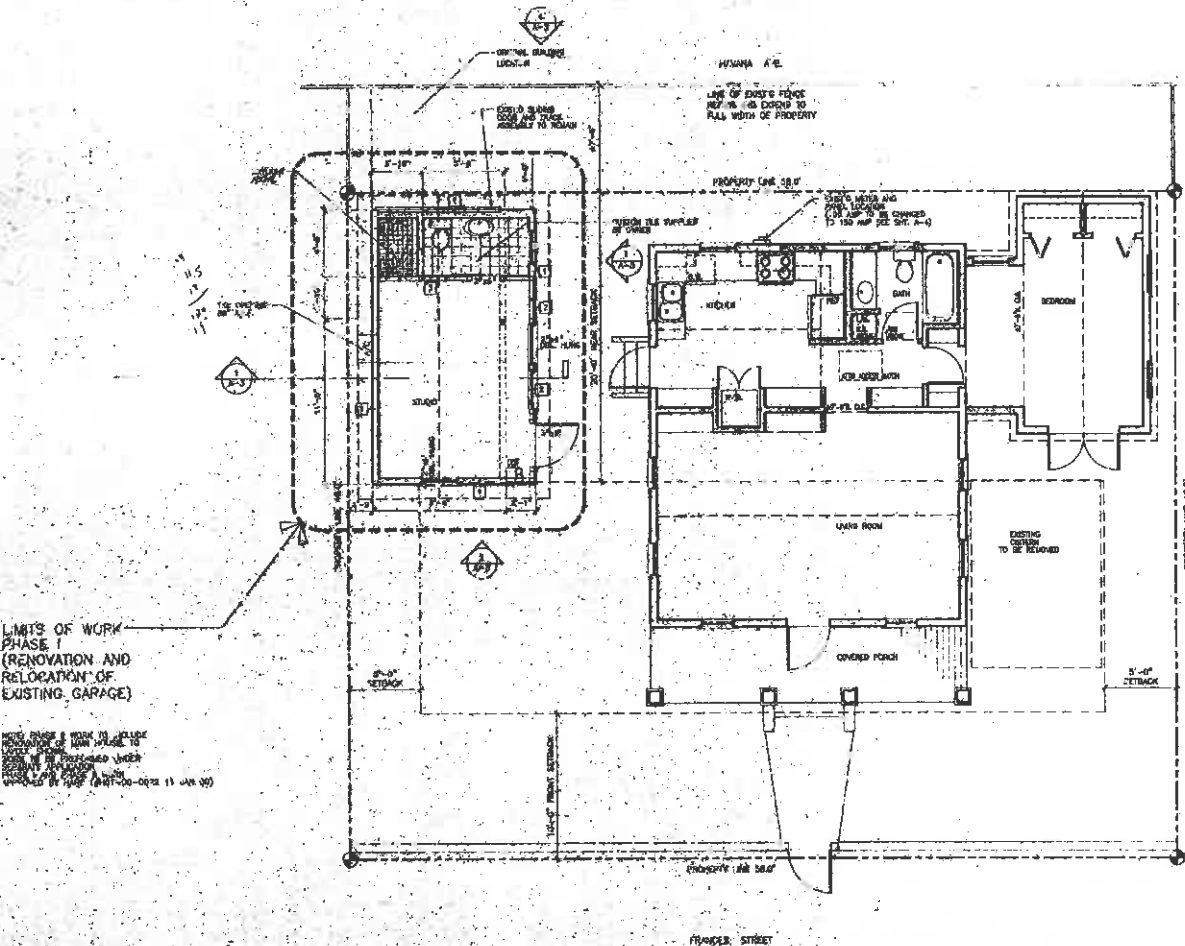
Filed with the Clerk on April 6, 2000.


JIMMY WECKLEY, CHAIRMAN
BOARD OF ADJUSTMENT

ATTEST:


CHERYL SMITH, CITY CLERK

Attachment G



LIMITS OF WORK
PHASE I
(RENOVATION AND
RELOCATION OF
EXISTING GARAGE)

PHASE I WORK TO INCLUDE
RENOVATION OF MAIN HOUSE TO
MEET ALL APPLICABLE CODES
AND RELOCATED GARAGE
STRUCTURE TO MEET ALL APPLICABLE
CODES. SEE PHASE II FOR
RENOVATION OF GARAGE TO MEET ALL
APPLICABLE CODES. (REVISED 11 JAN 03)

SITE and FLOOR PLAN

SCALE 1/8" = 1'-0"

SITE DATA - PHASE I AND PHASE II COMBINED	
LAND USE ZONING/	RS-3
PLANNED AREA	12,500 SQ. FT.
LOT AREA	10,000 SQ. FT.
LOT COVERAGE	EXISTING 30.0% (10,000 SQ. FT.) - 30% MAX. NEW 45.0% (4,500 SQ. FT.)
IMPERVIOUS AREA EXISTING	2,500 SQ. FT. - 25% MAX.
NEW	4,500 SQ. FT. - 45% MAX.

MINIMUM UNIMPAVED AREA 5,000 SQ. FT. AS DESCRIBED BELOW.
UNIMPAVED SPACE TO BE ALLOWED IN THE DRIVEWAY TO PROVIDE CONTRASTED ENTRY FROM MAIN HOUSE. MIN. CLEARANCE OF 8'-0" IN LENS OF 30'-0". SIDE YARD SETBACK OF 1'-0" IS LENS OF 3'-0".

NOTE: ALL P.T. ON THE MATERIAL MUST BE STOKED AND COMPLETED ARE ORDERED PRIOR TO INSTALLATION. ORDER ALL DIMENSIONS OF 1/16" WILL NOT BE ACCEPTED.

FINISH NOTES

WALLS 3/4" PLY SHEATHING OVER 2x4 FRAMING. ALL EXPOSED SURFACES INCLUDING EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED.

NOTE: ALL P.T. ON THE MATERIAL MUST BE STOKED AND COMPLETED ARE ORDERED PRIOR TO INSTALLATION. ORDER ALL DIMENSIONS OF 1/16" WILL NOT BE ACCEPTED.

WALL TYPES

1. 3/4" PLY SHEATHING OVER 2x4 FRAMING. ALL EXPOSED SURFACES INCLUDING EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED.
2. 1/2" GYPSUM BOARD OVER 2x4 FRAMING. ALL EXPOSED SURFACES INCLUDING EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED.
3. 1/2" GYPSUM BOARD OVER 2x4 FRAMING. ALL EXPOSED SURFACES INCLUDING EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED.
4. 1/2" GYPSUM BOARD OVER 2x4 FRAMING. ALL EXPOSED SURFACES INCLUDING EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED. EXPOSED FRAMING TO BE PAINTED.

WINFREY RESIDENCE - PHASE I
307 FRANCES STREET
KEY WEST, FLORIDA

Previously approved plans

RE NEWED

SEAL

11/18/03



PROJECT NO. 03-001
DATE: 11/18/03

WINFREY RESIDENCE
PHASE I

PROJECT NUMBER
0310

Official Record
F0000189049

Property Appraiser Information



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 1022454 Parcel ID: 00021700-000000

Ownership Details

Mailing Address:

SPROGELL CAROLYN A
907 FRANCES ST
KEY WEST, FL 33040-3359

Property Details

PC Code: 01 - SINGLE FAMILY

Millage Group: 10KW

Affordable Housing: No

Section-Township-Range: 05-68-25

Property Location: 907 FRANCES ST KEY WEST

Legal Description: KW PT LT 17 OF TR 6 OR295-123-124 OR466-535 OR1375-2263/64 OR1379-321/3C OR1580-939/941 OR1600-1060/64-E(RES NO 99-149) OR2532-342/44 OR2618-1939/41

[Click Map Image to open interactive viewer](#)



Exemptions

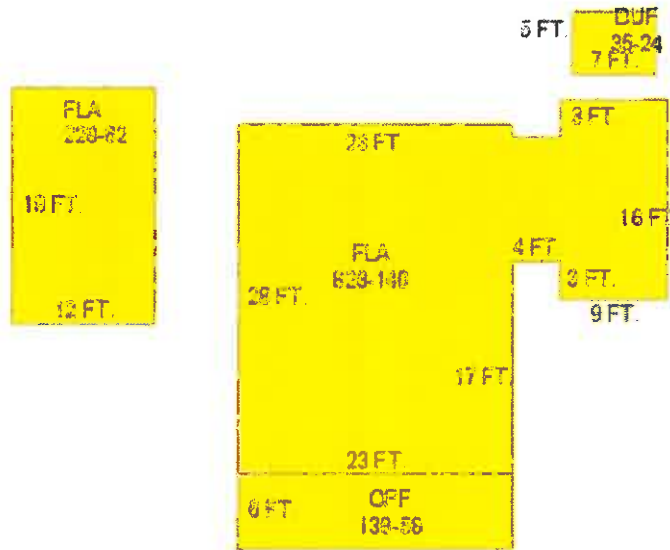
Exemption	Amount
44 - ADDL HOMESTEAD	25,000.00
39 - 25000 HOMESTEAD	25,000.00

Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	54	46	2,479.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 0
Total Living Area: 1056
Year Built: 1923



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	FLA	8:METAL/ALUM	1	1923	N Y	0.00	0.00	828
2	OPF		1	1923		0.00	0.00	138
5	FLA	12:ABOVE AVERAGE WOOD	1	1993	N Y	0.00	0.00	228
6	DUF		1	1959		0.00	0.00	35

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN2:FENCES	290 SF	58	5	1964	1965	5	30
2	FN2:FENCES	232 SF	58	4	1964	1965	5	30

3	FN2:FENCES	322 SF	46	7	2001	2002	2	30
4	PT2:BRICK PATIO	786 SF	0	0	2001	2002	2	50

Appraiser Notes

5/99 SALE OF \$300 OR 1600-1060/64 IS FOR AN EASEMENT FROM THE CITY OF KEY WEST TO PROPERTY OWNER FOR ENCROACHMENT. LG

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	13-0881	03/11/2013		100	Residential	INSTALL NEW FIXTURES. REPLACE SEWER LINE.
1	13-0880	03/08/2013		100	Residential	3 SQS. OF V-CRIMP, 5 SQS. OF METAL SHINGLES
1	13-0882	03/11/2013		100	Residential	CONVERT GARAGE INTO LIVING SPACE
1	E953504	10/01/1995	12/01/1995	2,000		INSTALL 100 AMP SERVICE
1	0000022	09/29/2000	11/02/2001	32,000		CONVERT GARAGE TO LIVING
1	0003243	10/16/2000	11/02/2001	90,000		COMPLETE RENOVATIONS/AC
1	04-2796	08/25/2004	09/28/2004	1,200		REPLACE 150' SIDING

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	125,584	7,244	321,881	454,709	446,417	25,000	421,417
2013	131,282	2,927	286,619	420,828	394,312	0	420,828
2012	134,266	2,972	221,228	358,466	358,466	0	358,466
2011	132,774	3,006	203,146	338,926	338,926	0	338,926
2010	135,758	3,040	256,304	395,102	395,102	0	395,102
2009	152,463	3,085	389,582	545,130	545,130	0	545,130
2008	140,093	3,119	433,825	577,037	577,037	0	577,037
2007	205,052	3,138	330,947	539,137	539,137	0	539,137
2006	335,284	3,183	235,505	573,972	573,972	0	573,972

2005	335,284	3,217	185,925	524,426	524,426	0	524,426
2004	187,870	3,251	173,530	364,651	364,651	0	364,651
2003	218,207	3,296	66,933	288,436	288,436	0	288,436
2002	210,691	3,330	66,933	280,954	280,954	0	280,954
2001	126,366	2,895	66,933	196,194	196,194	0	196,194
2000	130,086	4,464	47,101	181,651	181,651	0	181,651
1999	94,979	3,611	47,101	145,691	145,691	0	145,691
1998	77,610	2,965	47,101	127,676	127,676	0	127,676
1997	72,066	2,769	42,143	116,978	116,978	0	116,978
1996	42,043	1,931	42,143	86,117	86,117	0	86,117
1995	38,306	1,344	42,143	81,793	81,793	-25,500	56,293
1994	34,257	1,202	45,679	81,139	81,139	25,500	55,639
1993	37,241	515	45,679	83,434	83,434	25,500	57,934
1992	37,241	520	45,679	83,440	83,440	25,500	57,940
1991	37,241	527	45,679	83,446	83,446	25,500	57,946
1990	25,189	532	35,603	61,324	61,324	25,500	35,824
1989	22,899	490	34,931	58,320	58,320	25,500	32,820
1988	18,773	495	30,901	50,169	50,169	25,500	24,669
1987	18,551	500	16,122	35,173	35,173	25,500	9,673
1986	18,656	506	16,122	35,284	35,284	25,500	9,784
1985	18,117	511	10,449	29,077	29,077	25,500	3,577
1984	16,962	516	10,449	27,927	27,927	25,500	2,427
1983	16,962	522	10,449	27,933	27,933	25,500	2,433
1982	17,276	527	9,010	26,813	26,813	25,500	1,313

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
3/18/2013	2618 / 1939	580,000	WD	02
8/10/2011	2532 / 342	100	WD	11

5/27/1999	1580 / 0939	225,000	<u>WD</u>	<u>Q</u>
5/4/1999	1600 / 1060	300	00	<u>O</u>
11/1/1995	1375 / 2263	135,000	<u>WD</u>	<u>U</u>

This page has been visited 17,692 times.

Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176