

**EASEMENT APPLICATION**  
**City of Key West Planning Department**  
**3140 Flagler Avenue 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. Name of Applicant Trepanier & Associates, Inc.
2. Site Address 907 Frances Street, Key West
3. Applicant is: Owner \_\_\_\_\_ Authorized Representative X  
(attached Authorization Form must be completed)
4. Address of Applicant 402 Appelrouth Lane, Key West, FL 33040  
\_\_\_\_\_
5. Phone # of Applicant 305-293-8983 Mobile# \_\_\_\_\_ Email lori@owentrepanier
6. Name of Owner, if different than above Carolyn Sprogell \_\_\_\_\_ .com
7. Address of Owner 907 Frances Street, Key West, Fl 33040  
\_\_\_\_\_
8. Phone Number of Owner 305-295-9960 Email casprogell@aol.com
9. Zoning District of Parcel HHDR RE# 00021700-000000
10. Description of Requested Easement and Use. Please itemize if more than one easement is requested  
Request to amend an existing easement (Res. No. 99-149) along the rear property line on Havana Ave to reduce the area of principal structure encroachment and include a historic wall and cistern.
11. Are there any existing easements, deed restrictions or other encumbrances attached to the subject property? Yes X No \_\_\_\_\_ If Yes, please describe and attach relevant documents. Resolution 99-149 (attached)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. (Typically a description of the property without the easement).
2. Two (2) original, signed and sealed copies of site surveys (No larger than 11"x 17") illustrating buildings and structures existing on the property as of the date of the request with a **legal description of the entire property.**
3. Two (2) original, signed and sealed Specific Purpose Surveys (No larger than 11"x 17") illustrating buildings and structures **with a legal description of the easement area requested.**
4. Color photographs from different perspectives showing the proposed easement area.
5. Application Fee by check payable to the City of Key West in the amount of **\$2000.00**, plus **\$400.00** for each additional easement on the same parcel. Please include a **separate** fee of **\$50.00** for Fire Department Review and an advertising and noticing fee of **\$100.00**.
6. Notarized Verification Form.
7. Notarized Authorization Form, if applicable. An Authorization form is required if a representative is applying on behalf of the owner.

# 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 STREET

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]  
Signature of Authorized Representative

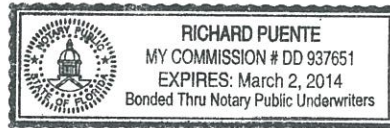
Subscribed and sworn to (or affirmed) before me on this 2-28-2014 by \_\_\_\_\_  
date

Mrs. Lori Thompson  
Name of Authorized Representative

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

[Signature]  
Notary's Signature and Seal

Richard Puente  
Name of Acknowledger typed, printed or stamped



DD 937651

Commission Number, if any

# **Authorization**

**Letter of Authorization**

I, CAROLYN A. SPROGELL, authorize  
Please Print Name(s) of Owner(s)

Trepanier & Associates, Inc. to be the representative for this application and act  
on my/our behalf.

*Carolyn A. Sprogell*  
Signature of Owner

\_\_\_\_\_  
Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on January 24, 2014 (date) by

Carolyn A. Sprogell  
Please print name

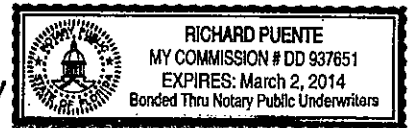
He/She is personally known to me or has presented FL Drivers Lic # 5162-101-43-508-0  
as identification.

Richard Puente My commission expires 3-2-2014  
Notary Signature & Seal date

Richard Puente Name of Acknowledger printed or stamped

Notary Title or Rank

DD937651 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 \$4,060.00

[Space Above This Line For Recording Data]

Doc# 1925110  
Bk# 2618 Pg# 1939

## Trustee's Deed

**This Trustee's Deed** made this 18<sup>th</sup> 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.

Doc# 1925110  
Bk# 2618 Pg# 1940

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.

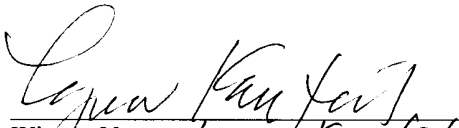
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the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

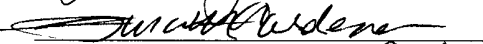
**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

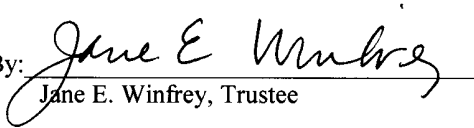
Signed, sealed and delivered in our presence:

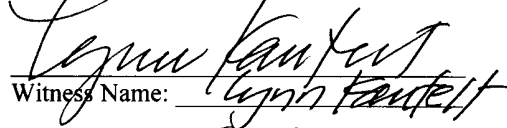
CAREY W. WINFREY REVOCABLE TRUST dated August 10, 2011, for the benefit of CAREY W. WINFREY


By:   
Carey W. Winfrey, Trustee

  
Witness Name: Lynn Kautzell

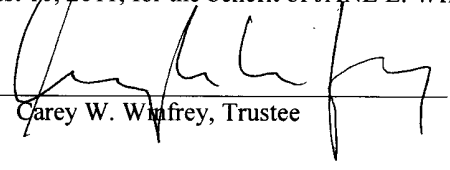
  
Witness Name: Susan M. Cardenas

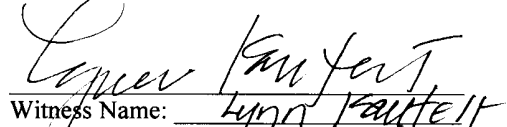
By:   
Jane E. Winfrey, Trustee

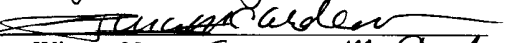
  
Witness Name: Lynn Kautzell

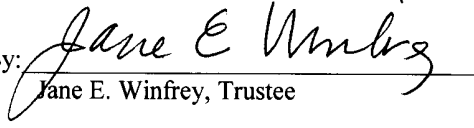
  
Witness Name: Susan M. Cardenas

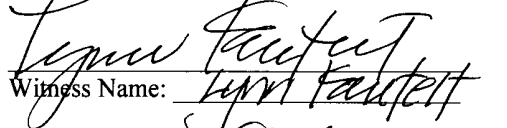
JANE E. WINFREY REVOCABLE TRUST dated August 10, 2011, for the benefit of JANE E. WINFREY

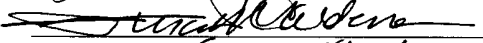
By:   
Carey W. Winfrey, Trustee

  
Witness Name: Lynn Kautzell

  
Witness Name: Susan M. Cardenas

By:   
Jane E. Winfrey, Trustee

  
Witness Name: Lynn Kautzell

  
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 18<sup>th</sup> 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]

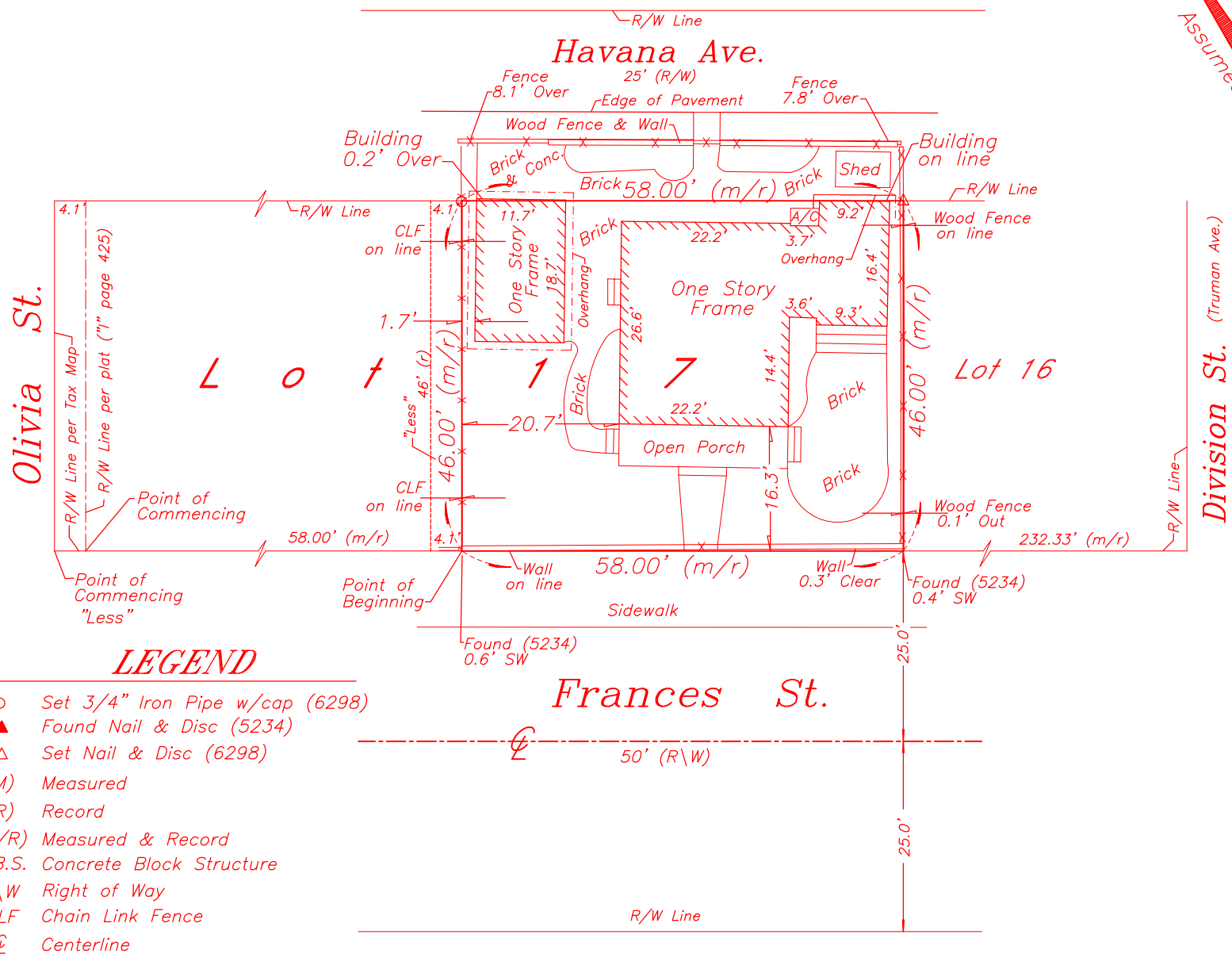
Susan M. Cardenas  
Notary Public

Name: Susan M. Cardenas  
Commission Expires: 10.23.16  
#EE 210857  
Bonds thru  
Notary Public Underwrites  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES  
October 23, 2016

MONROE COUNTY  
OFFICIAL RECORDS

# Survey

# Boundary Survey Map of part of Lot 17, Square 3, Tract 6, Island of Key West, Florida



### LEGEND

- Set 3/4" Iron Pipe w/cap (6298)
- ▲ Found Nail & Disc (5234)
- △ Set Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- R\W Right of Way
- CLF Chain Link Fence
- ⊕ Centerline

### NOTES:

1. The legal description shown hereon was furnished by the client or their agent.
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. Date of field work: January 9, 2014.
9. Ownership is undeterminable, unless otherwise noted.
10. Adjoiners are not furnished.

**BOUNDARY SURVEY OF:** 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.

**BOUNDARY SURVEY FOR:** Carolyn Sprotell;

J. LYNN O'FLYNN, INC.

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

January 25, 2014

THIS SURVEY  
IS NOT  
ASSIGNABLE

**J. LYNN O'FLYNN, Inc.**



Professional Surveyor & Mapper  
PSM #6298

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

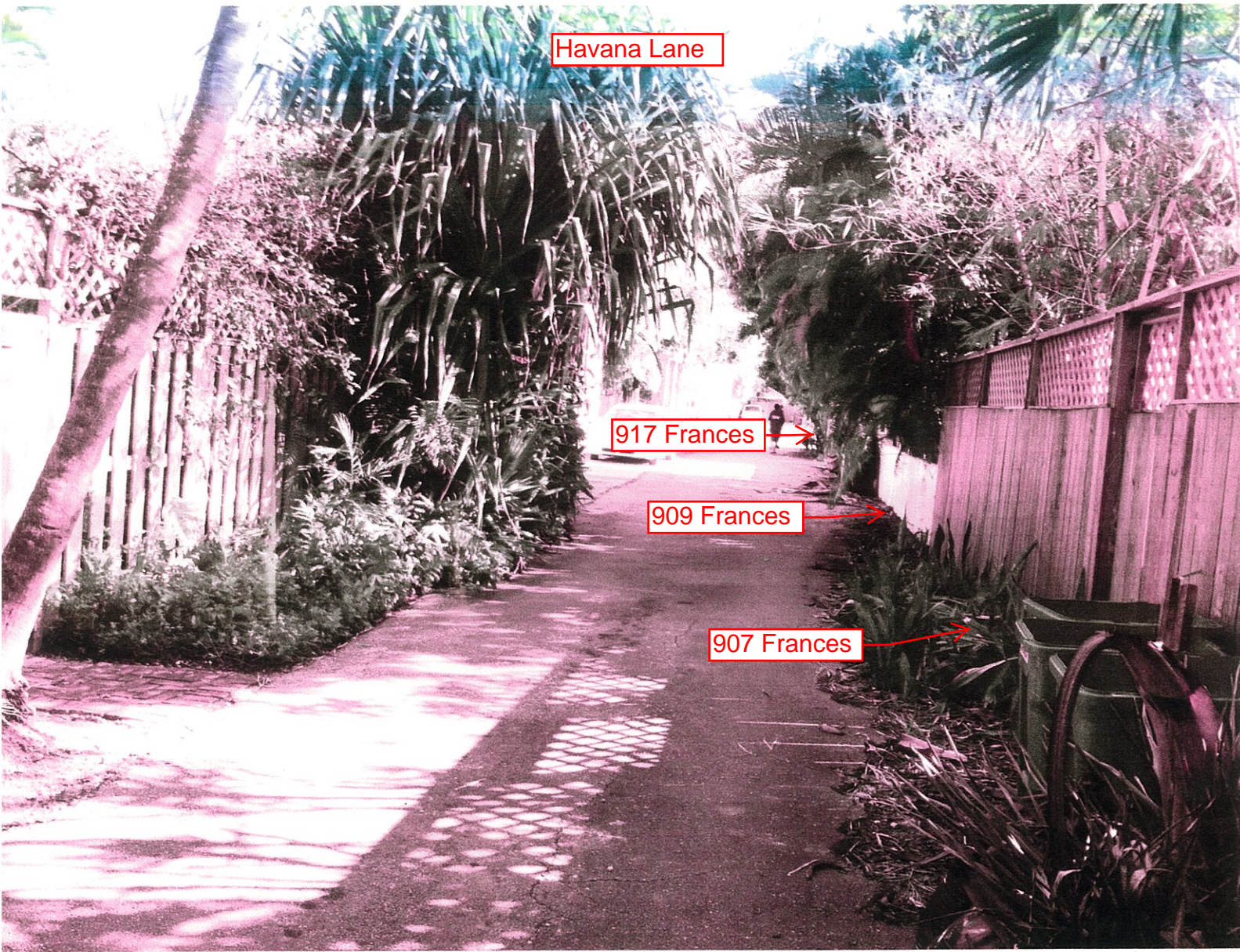
# **Site Photos**

Havana Lane

917 Frances →

909 Frances →

907 Frances →





Inside the easement area

overhanging eaves

Havana Avenue

Approx. Property Line

Historic Cistern

Historic Wall

View of easement area  
from Havana Lane





# **Additional Information**

March 3, 2014

Brendon Cunningham, Senior Planner  
City of Key West  
Key West, FL 33040

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



Dear Mr. Cunningham:

Thank you for meeting with us on January 27, 2014 and discussing this issue with us on many subsequent occasions.

This is a request to amend an existing easement (Res. No. 99-149) along Havana Avenue (a.k.a. Havana Lane) for the above property<sup>1</sup>.

**Summary:** The encroachments for which the above easement was granted have been reduced by the structure's renovation and relocation. This reduction in the encroachment together with the identification of a historic wall, cistern, and ongoing safety concerns along Havana Avenue have guided us to request the easement be amended to meet the current situation and retain the existing fence line along Havana Lane. Amending this easement will allow the maintenance and protection of historic residential structures and keep the existing fence line along Havana Avenue for residential safety and security.

**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 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)<sup>1</sup> 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 was granted to setbacks and "habitable space" to convert the garage to a detached bedroom and make other alterations to the property.<sup>2</sup> Following the granting of the variance, the garage was rebuilt and moved back approximately 7 ft. away from

<sup>1</sup> Attachment A

<sup>2</sup> Attachment B

the right-of-way with its rear wall sitting along the property line. Building plans for this renovation were reviewed and approved by Building staff on 6/20/00.<sup>3</sup> Included on the plans were the repair and extension of the existing wood fence to the full width of the property.

Today, a portion of the old garage structure (now converted to a detached bedroom), a portion of the main house, an old pump house/shed sitting on top of a cistern, and a historic concrete wall remain on the platted Havana Avenue right-of-way.

On March 18, 2013, Ms. Carolyn Sprogell took ownership of the property, in above described configuration. On June 3, 2013 Ms. Sprogell, received a letter<sup>4</sup> 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, Ms. Sprogell repaired a dilapidated 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 believed the the easement is no longer in force and refused to process the after-the-fact permit applications.

J. Lynn O'Flynn, Inc. surveyed the property<sup>5</sup>. 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 old pump house/ 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 the properties (including all residential properties). The fence line of 907 is consistent with the fence line of the neighboring properties and the perceived and physical edge of the road.

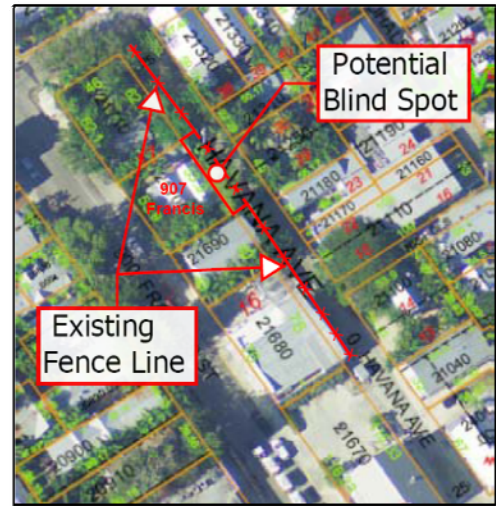


Havana Avenue is a small lane directly off the main Truman Avenue thoroughfare which is subject to a high level of foot traffic to and from area bars and adult entertainment establishments. Havana Avenue properties are vulnerable sites to late night less than desirable activities thereby necessitating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

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<sup>3</sup> Attachment C  
<sup>4</sup> Attachment D  
<sup>5</sup> Attachment E

Ms. Sprogell is concerned about the safety impacts of losing the ability to maintain the existing Havana Avenue fence line and the security it provides. If she is not permitted to maintain the fence line in its existing position and is forced to remove the fence, a 69 sq. ft. blind spot will be created midway along Havana Avenue. This blind spot will not be visible from either end of the lane and will create direct access from this blind spot to the property's two bedroom windows.



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 amending the existing easement is the best solution for the property owner and the community.

We respectfully request your support to amend the existing easement to acknowledge the reduction in principal use encroachment and to allow the existing fence line to remain.

Sincerely,

Lori Thompson  
Research and Development Specialist

Cc: Leo Hernandez, Code Compliance Officer

**Proposed Draft Amendment Language.**

THIS AGREEMENT made this \_\_\_ day of \_\_\_, 2014, between the city of Key west, Florida (hereinafter Grantor) and ~~Thomas P. Callahan and Jessica I.M. Sadler Callahan~~ Carolyn A. Sprogell (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 single family dwelling encroaches \_\_\_ feet into Grantor's Havana Avenue right-of-way for a length of \_\_\_ feet, one story framed detached bedroom encroaches \_\_\_ feet into Grantor's Havana Avenue right-of-way for a length of \_\_\_ feet, "pump house" shed and historic cistern encroaches \_\_\_ feet into Grantor's Havana Avenue right-of-way for a length of \_\_\_ feet, historic wall encroaches \_\_\_ feet into Grantor's Havana Avenue right-of-way for a length of \_\_\_ feet, which totals approximately \_\_\_ square feet, 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 O'Flynn Surveying, Inc. dated January \_\_\_\_, (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 \_\_\_ feet into Grantor's Havana Avenue right-of-way for a length of \_\_\_ feet, 7.35 feet into Grantor's Havana Avenue right of way for a length of 9.4 feet, which is currently occupied by a single family dwelling, a detached bedroom, a historic cistern and "pump house" shed, and historic wall with a HARC approved fence; 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 encroachments are is shown in the aforementioned survey. This easement shall pertain to the single family dwelling, a detached bedroom, a historic cistern and "pump house" shed, and historic wall with a HARC approved fence one story frame garage only, and not to any other encroachments.

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 STATE OF FLORIDA, 1999.

Filed with the Clerk MAY 7 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

*Sheila K. Mullins*  
SHEILA K. MULLINS, MAYOR

ATTEST:  
*Cheryl Smith*  
CITY CLERK

By *Cheryl Smith*  
Cheryl Smith  
City Clerk

00:10

JANNY L KOLHAGE, CLERK 11:44AM

10/18/1999 DEP CLK 2.10

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 17th 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 # CC822645 EXPIRES 5  
March 31, 2003  
BONDED THRU TROY FAIN INSURANCE, 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 19<sup>th</sup> 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 FAIN 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 FL. License as identification.

*Caroline Prncipe*  
Notary Public

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



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

IMAGED

MONROE COUNTY  
OFFICIAL RECORDS

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

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,

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

**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.

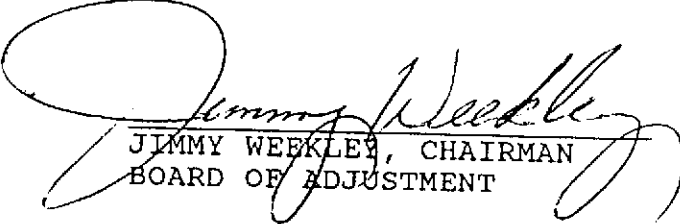
**Section 4.** This variance does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of applicant's assertion of legal authority respecting the property.

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.

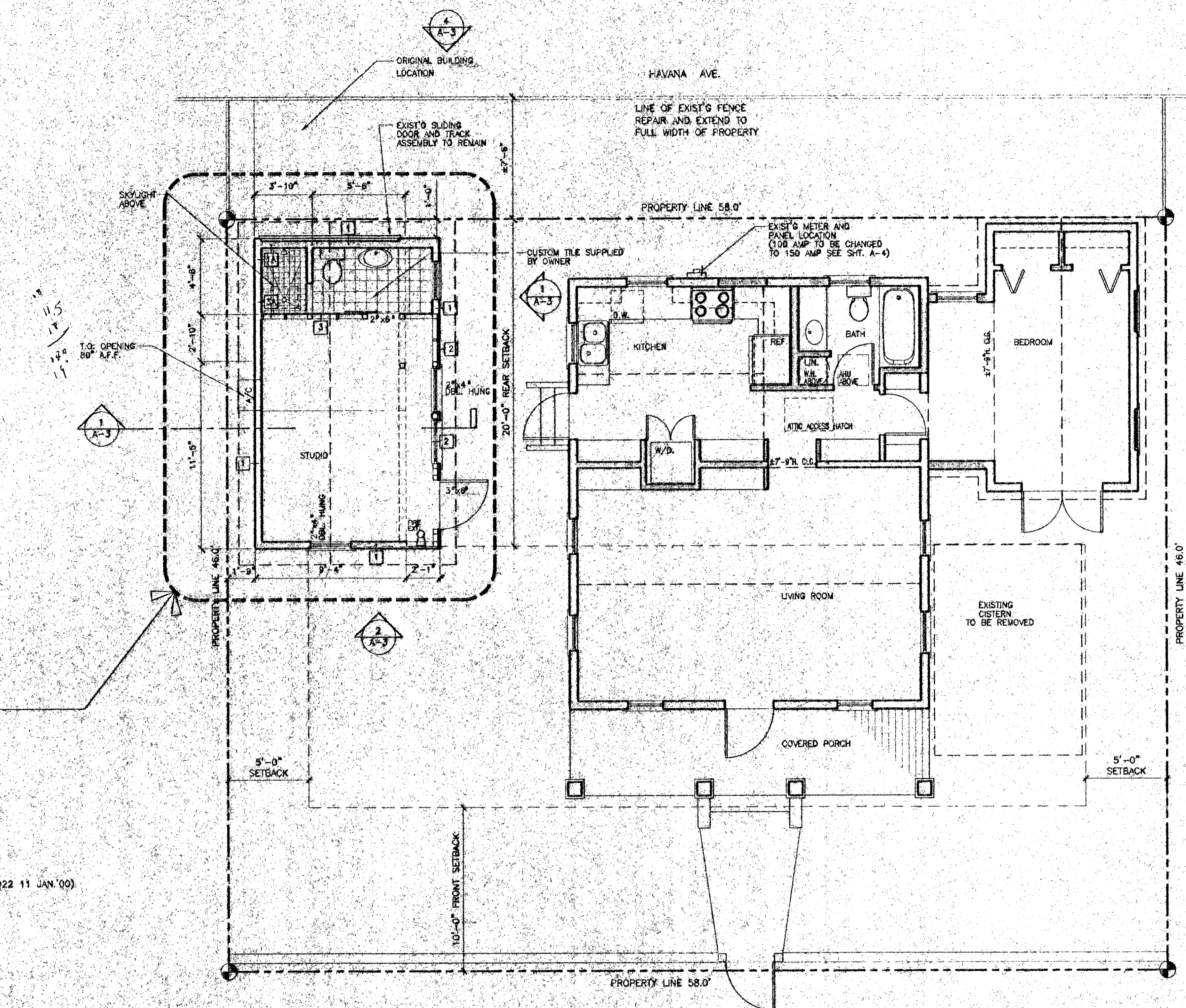
Authenticated by the presiding officer and Clerk of the Board on 6th day of April, 2000.

Filed with the Clerk on April 6, 2000.

  
JIMMY WEEKLEY, CHAIRMAN  
BOARD OF ADJUSTMENT

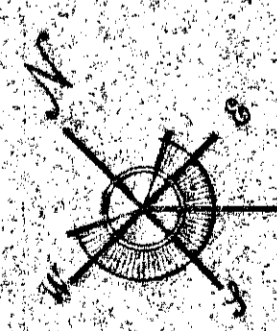
ATTEST:

  
CHERYL SMITH, CITY CLERK



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

NOTE: PHASE II WORK TO INCLUDE  
RENOVATION OF MAIN HOUSE TO  
LAYOUT SHOWN.  
WORK TO BE PERFORMED UNDER  
SEPARATE APPLICATION.  
PHASE I AND PHASE II WORK  
APPROVED BY HARC (#H01-00-0022 11 JAN '00)



### SITE and FLOOR PLAN

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

**SITE DATA - PHASE I AND PHASE II COMBINED**

LAND USE DISTRICT	: HHOR
FLOOD ZONE	: X
LOT AREA	: 2,668.0 SQ. FT.
LOT COVERAGE	EXISTING: 38.9% (1,039 S.F.) - 50% MAX. NEW: 49.9% (1,091 S.F.)
IMPERVIOUS AREA	EXISTING: 44.5% (1,188 S.F.) - 60% MAX. NEW: 47.2% (1,258 S.F.)

VARIANCE GRANTED APRIL 5, 2009 AS DESCRIBED BELOW  
HABITABLE 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 1.7% IN LIEU OF 5.0'

NOTE: ALL P.T. WD. T&G MATERIAL MUST BE STACKED AND COMPLETELY AIR DRIED PRIOR TO INSTALLATION. OPEN JTS. IN EXCESS OF 1/16" WILL NOT BE ACCEPTED.

*Revised approved plans*

SEAL

*[Signature]*  
9/13/10

REVIEWED WITH ALL APPLICABLE CODES OF THE KEY WEST BUILDING DEPT.

**FINISH NOTES**

WALLS: 3/4" T&G PAINTED TOP THROUGHOUT. ALL EXPOSED SURFACES INCLUDING EXPOSED FRAM'G TO BE LIGHTLY SANDED AND LABELS SANDED OUT PRIOR TO PAINTING.

CLG: EXIST'G ROOF DECK (3/4" T&G) TO BE REPAIRED AND PAINTED, INCLUDING RAFTERS AND TIES.

NOTE: ASSUME 2 COLORS, 1 FOR FLAT SURFACES AND WEST AND ALL FEDERAL, STATE, AND MONROE COUNTY LAWS WHETHER SHOWN ON THIS PLAN OR NOT.

FLOORS: TILE BATH FLOOR SHALL BE THICK SET SPANISH TILE 6x8 TO BE SUPPLIED BY OWNER. SHOWER SHALL BE 4x4 AS SELECTED BY OWNER W/INSET ACCENTS. (SHOWER WALLS TO BE TILE TO T.O. PLATE @ 2'-8" OVER 5/8" F. CEMENTITIOUS BD. TYP.).

STUDIO FLOOR SHALL BE REVELLED HART PINE OVER 3/4" P.T. FURRING OVER 30# FELT OVER NEW SLAB.

FINISH SHALL BE 3 COAT CLEAR POLYURETHANE PER SPECIFICATIONS. NO STAIN IS TO BE USED.

TRIM: BASE WL NOT BE PROVIDED AT EXPOSED FRAM'G. 1x8 BASE SHALL BE PROVIDED @ WD. WALLS MITER AND RETURN INTO EXPOSED WALL CAVITY WHERE BASE TERMINATES. WINDOW AND DOOR CASINGS SHALL BE 1x4 WHERE PROVIDED. TRIM TO BE PAINTED.

**WALL TYPES**

1 P.T. 3/4" T&G HORIZ. INT. FIN. ON EXIST'G REPAIRED 2x4 FRAM'G W/R-14 F.G. BATT. INSUL. 5/8" P.T. PLY WD. EXT. SHEATHING, 15# FELT AND P.T. EXTERIOR SIDING TO MATCH EXIST'G.

2 NEW P.T. 2x4 FRAM'G (4x4 EA. SIDE OF OPENINGS) EXPOSED AT INTERIOR W/T&G 3/4" P.T. HORIZ. SHEATHING R-7 RIGID INSUL. W/ 3/4" P.T. FURRING, 15# FELT, AND P.T. EXT. SIDING.

3 INTERIOR EXPOSED 2x4 AND 4x4 ALTERNATING FRAM'G PARTITION W/P.T. 3/4" T&G ONE SIDE SEE SECTION/ELEV. 1/A-3.

A PROVIDE 5/8" F. CEMENTITIOUS BD. @ WALLS TO RECEIVE CERAMIC TILE.

PLANS REVIEWED BY BUILDING DEPT. I HEREBY AGREE TO COMPLY WITH ALL ORDINANCES OF THE CITY OF KEY WEST AND ALL FEDERAL, STATE, AND MONROE COUNTY LAWS WHETHER SHOWN ON THIS PLAN OR NOT.

DATE: 10-13-99

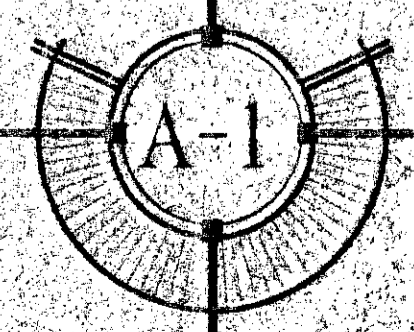
DATE

10-13-99  
07-20-00 BLDG.  
09-18-00  
MOVE BLDG.

DRAWN BY: RSM

PROJECT NUMBER: 9910

Box # 907 FRANCES ST. / 2000  
Certified Records Management, LLC  
F0000189849



TIM LAMP HORR  
ARCHITECT, P.A.

915 EATON ST.  
KEY WEST,  
FLORIDA  
33040

TEL (305) 296-6302  
FAX (305) 296-1058

LICENSE NO.  
AA 0003040

WINFREY RESIDENCE

907 FRANCES ST.  
KEY WEST, FLORIDA

SEAL

DATE

REVISIONS

10-13-99  
07-20-00 BLDG.

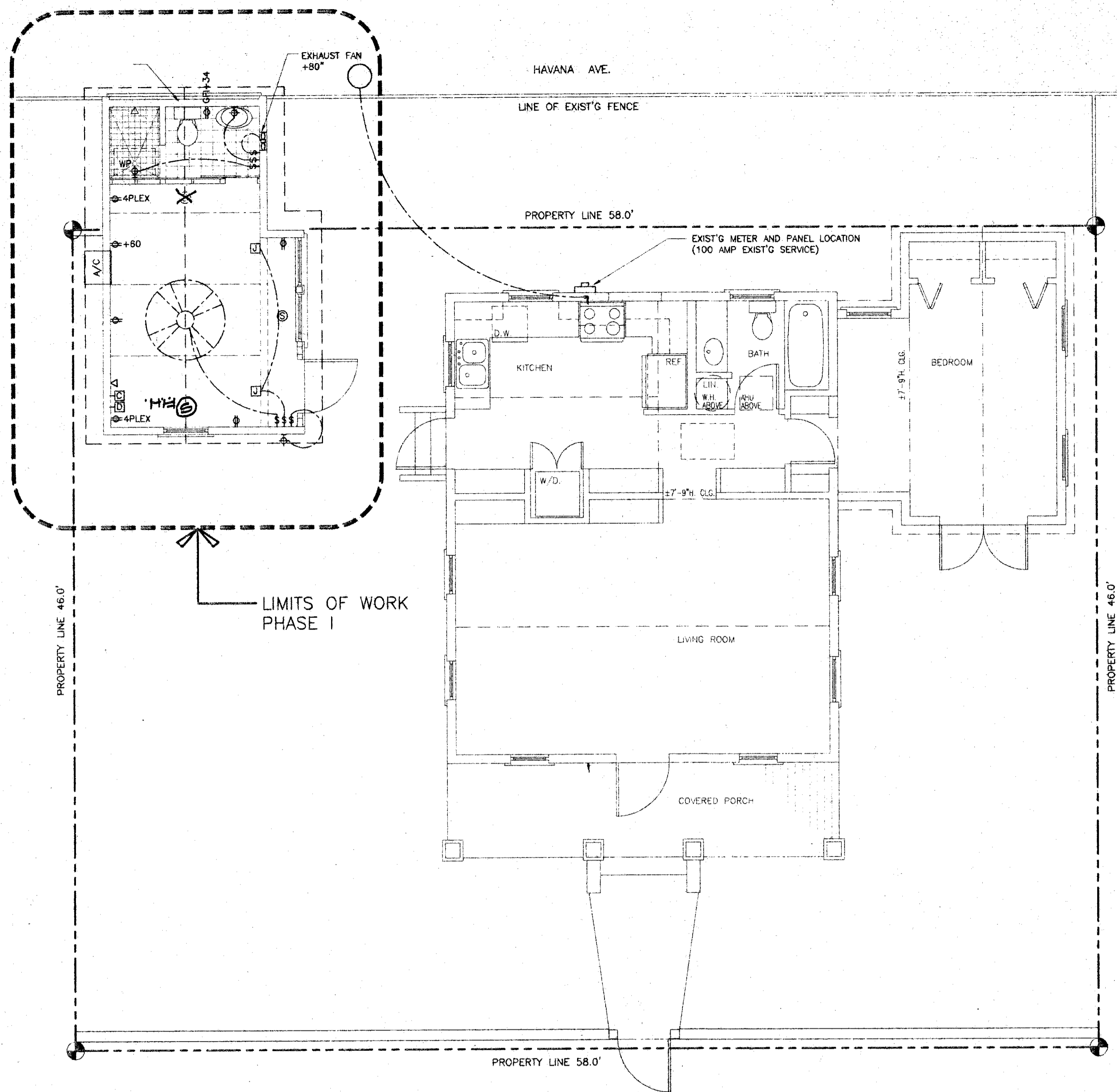
DRAWN BY

RSM

PROJECT

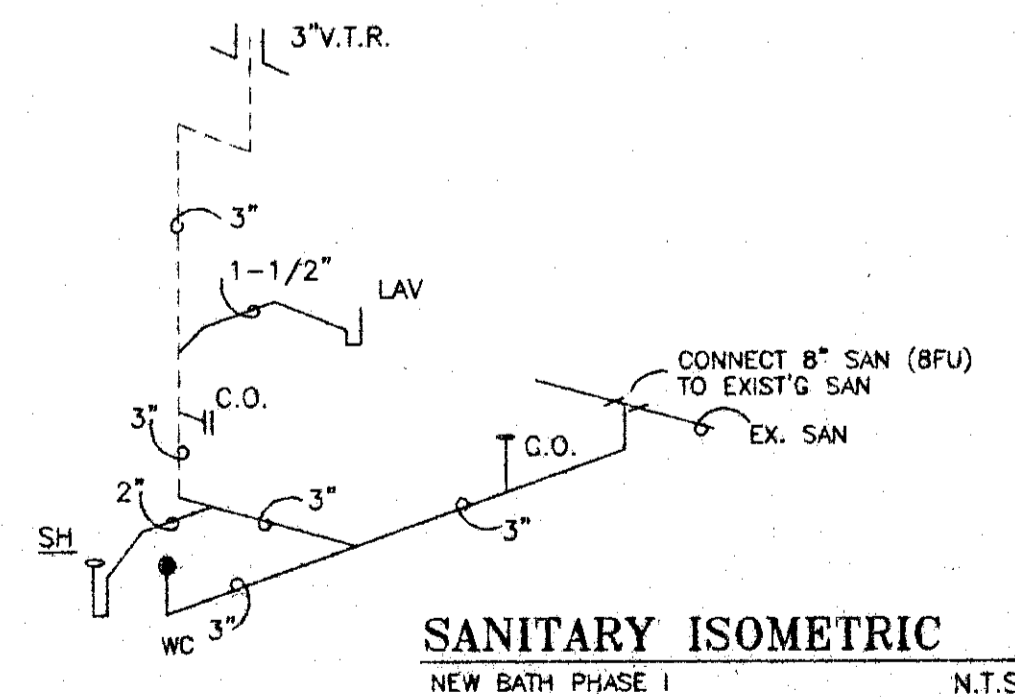
NUMBER

9910

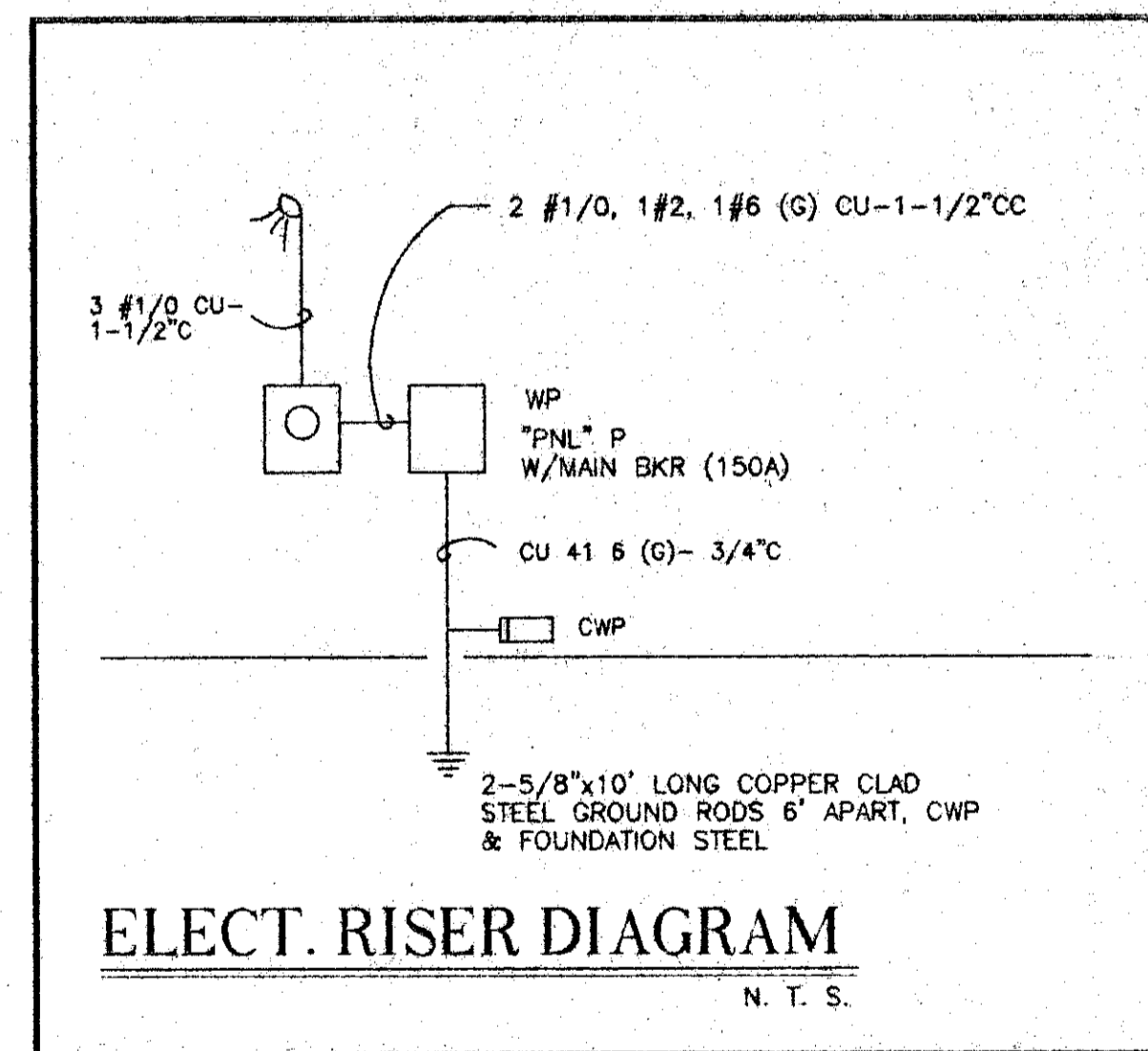


ELECTRICAL PLAN

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



SANITARY ISOMETRIC  
NEW BATH PHASE I  
N.T.S.



ELECT. RISER DIAGRAM  
N. T. S.

WINDOW TYPE ROOM AIR COND. UNIT

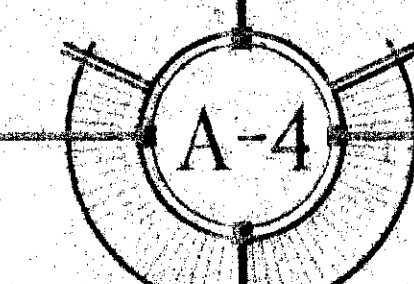
\*CARRIER\* MODEL XHC 101D OR EQUAL, 115V-1-80, EER 10.0, 10,200 BTUH COOLING CAPACITY, 1.5 KW ELECT. HTR, 290 CFM AT HIGH SPEED, 170 CFM AT LOW SPEED, 11.0 AMPS IN COOLING, 16.1 AMPS IN HEATING.  
PROVIDE SLIDE OUT CHASSIS.

NOTE: REVISED ELECTRICAL SERVICE INCLUDES LOADS OF FUTURE PHASE II WORK. NEW SERVICE AND PANEL IS TO BE PROVIDED AS PART OF PHASE I WORK W/FUTURE DISTRIBUTION FOR PHASE II.

120/240V-1Ø-3W				150A MCB A.I.C. TO MATCH EXIST.					
CKT. NO.	SERVING	CKT. BKR.	WIRING CONDUIT	KVA	CKT. NO.	SERVING	CKT. BKR.	WIRING CONDUIT	KVA
* 1	AHU	2	#6 - 1"	8.2	2	CU (MAIN HOUSE)	2	#8 - 3/4"	4.8
3		50			4		40		
* 5	REFRIG.	1	#12 - 1/2"	1.5	6	WTR HTR	2	#10 - 1/2"	4.5
* 7	DRYER	2	#10 - 1/2"	5.0	8		30		
9		30			10	WASHER	1	#12 - 1/2"	1.5
* 11	DISHWASHER	1	#12 - 1/2"	1.5	12	SMALL APPL.			1.5
* 13	DISPOSAL	1		0.8	14	SMALL APPL.			1.5
* 15	RANGE	2	#6 - 1"	12.0	16	MICROWAVE			1.5
17		50			18	BATH RECEPT.	1	#12 - 1/2"	
19	LIGHTS & RECEPT.	1	#14 - 1/2"		20	LIGHTS & RECEPT	1	#14 - 1/2"	
21					22				
23					24				
25					26				
27					28				
* 29	PUMP	2	#12 - 1/2"	2.5	30	STUDIO A/C	1	#12 - 1/2"	1.85
31		20			32	SPARE			0.8
33	SPARE	1		0.8	34	SPARE			
35	SPARE	1			36				
37					38				
39					40				
41					42				

LIGHTS & RECEPT. = 976 SF x 3 W/SF = 2.93 KVA } 38.33 KVA  
OTHER LOADS BUT A/C = 35.4 KVA }  
1ST. 10 KVA @ 100% = 10.0 }  
REM. @ 40% = 11.33 } 31.38 KVA DEMAND = 31,380/240 = 130.75 AMPS.  
A/C @ 100% = 10.05 }

\* PHASE II FUTURE DISTRIBUTION  
CONTRACTOR TO PROVIDE TEMP. SERVICE TO MAIN HOUSE EXIST'G CIRCUITS







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 1<sup>st</sup>.

Please contact me if you have any questions or concerns.

Regards,

A handwritten signature in black ink, 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 STATE OF FLORIDA, 1999.

Filed with the Clerk 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

*Sheila K. Mullins*  
SHEILA K. MULLINS, MAYOR

ATTEST:  
*Cheryl Smith*  
CITY CLERK

By *Cheryl Smith*  
Cheryl Smith  
City Clerk

JANNY L KOLHAGE, CLERK 11:44AM

10/18/1999 DEP CLK 2.10

00:10

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 17th 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 Principe  
Notary Public

 Caroline Principe  
MY COMMISSION # CC822645 EXPIRES 5/31/03  
March 31, 2003  
BONDED THRU TROY FAIN INSURANCE, 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 19<sup>th</sup> 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 FAIN 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 FAIN INSURANCE, INC.

IMAGED

MONROE COUNTY  
OFFICIAL RECORDS



**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 1<sup>st</sup>.

Please contact me if you have any questions or concerns.

Regards,

A handwritten signature in black ink, 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 STATE OF FLORIDA, 1999.

Filed with the Clerk 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

*Sheila K. Mullins*  
SHEILA K. MULLINS, MAYOR

ATTEST:  
*Cheryl Smith*  
CITY CLERK

By *Cheryl Smith*  
Cheryl Smith  
City Clerk

00:10

JANNY L KOLHAGE, CLERK 11:44AM

10/18/1999 DEP CLK 2.10



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 17th 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 # CC822645 EXPIRES 5  
March 31, 2003  
BONDED THRU TROY FAIN INSURANCE, 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 19<sup>th</sup> 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 FAIN 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 FL. License as identification.

Caroline Prncipe  
Notary Public  
My commission expires: \_\_\_\_\_



Caroline Prncipe  
MY COMMISSION # CC822645 EXPIRES  
March 31, 2003  
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