



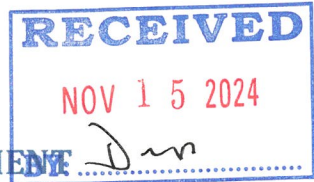
EASEMENT APPLICATION

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: www.cityofkeywest-fl.gov



Application Fee Schedule

Easement Application Fee	\$ 2,680.19
Advertising and Noticing Fee	\$ 358.87
Fire Department Review Fee	\$ 127.63
Total Application Fee	\$ 3,166.69

For each additional easement on the same parcel there is an additional fee of \$638.14

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 305-809-3764.

PROPERTY DESCRIPTION:

Site Address: 425 Catherine Street Key West, FL 33040

Zoning District: HMDR Real Estate (RE) #: 00027990-000000

Property located within the Historic District? Yes No

APPLICANT: Owner Authorized Representative

Name: Trepanier & Associates, Inc. Mailing

Address: 1421 First Street, Unit 101, Key West City:

State: Florida Zip: 33040 Home/Mobile Phone: 305-293-8983 Office:

Fax: _____

Email: owen@owentrepanier.com / thomas@owentrepanier.com

PROPERTY OWNER: (if different than above)

Name: Richard Portel and Lisa Portel Mailing

Address: 5645 Prairie Grass Drive, Johnston City:

State: Iowa Zip: 50131 Home/Mobile Phone: c/o 305-293-8983 Office:

Fax: c/o 305-293-8748

Email: c/o owen@owentrepanier.com / thomas@owentrepanier.com

Description of requested easement and use: _____

Historic fence encroachment consistent with adjacent properties, fences and easements. The fence is in line with the adjacent property's fence. Adjacent property received easement in 2020.

Verification & Authorization Forms



**City of Key West
Planning Department
Verification Form**
(Where Applicant is an entity)

I, Owen Trepanier, in my capacity as President
(print name) *(print position; president, managing member)*

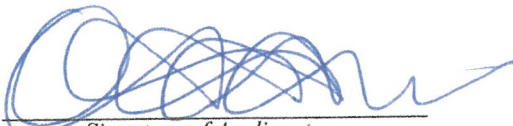
of Owen Trepanier and Associates, Inc.
(print name of entity)

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:

425 Catherine Street, Key West, FL 33040
Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that I am the Authorized Representative of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

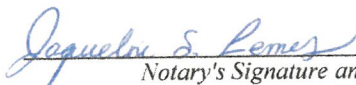
In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

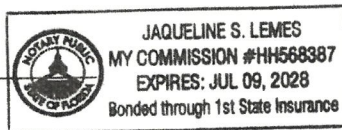

Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this October 17, 2024 by
date

Owen Trepanier
Name of Applicant

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


Notary's Signature and Seal



Jaqueline S. Lemes
Name of Acknowledger typed, printed or stamped

HH568387
Commission Number, if any



**City of Key West
Planning Department**

Authorization Form
(Individual or Joint Owner)

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

I, Richard A Portel / Lisa R Portel authorize
Please Print Name(s) of Owner(s) as appears on the deed

Trepanier & Associates, Inc. (Owen Trepanier / Thomas Francis-Siburg)
Please Print Name of Representative

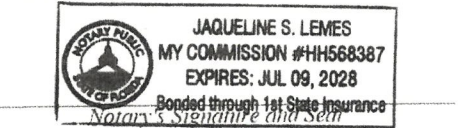
to be the representative for this application and act on my/our behalf before the City of Key West.

[Signature] [Signature]
Signature of Owner *Signature of Joint/Co-owner if applicable*

Subscribed and sworn to (or affirmed) before me on this October 16, 2024
Date

by Richard and Lisa Portel
Name of Owner

He/She is personally known to me or has presented FL Driver's License as identification.



[Signature] - Jaqueline S. Lemes
Name of Acknowledger typed, printed or stamped

HH568387
Commission Number, if any

Property Card

PROPERTY RECORD CARD

Disclaimer

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

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00027990-000000
 Account# 1028762
 Property ID 1028762
 Millage Group 10KW
 Location 425 CATHERINE ST, KEY WEST
 Address
 Legal KW PT E1/2 OF SUB 6 PT LT 1 SQR 6 TR 11 G40-415/16 G60-134/35 OR416-103/04 OR804-2119 OR880-1687 OR990-1712/13 OR1103-1692
 Description OR1103-1693 OR1125-329/30 OR1125-331/32 OR1175-460/61 OR1175-462/63 OR1198-713/14 OR1281-1087/89 OR1540-373 OR1791-1968/71 OR2022-570/71 OR2042-832 OR2480-1982/83 OR2480-1984/85 OR2649-1358/59 OR2720-127/28 OR2905-1358/59 OR3022-0937
 (Note: Not to be used on legal documents.)
 Neighborhood 6108
 Property Class SINGLE FAMILY RESID (0100)
 Subdivision
 Sec/Twp/Rng 06/68/25
 Affordable No
 Housing



[Click to view content](#)

Owner

PORTEL RICHARDA
 5645 Prairie Grass Dr
 Monroe County, FL
 PORTEL LISA R
 5645 Prairie Grass Dr
 Johnston IA 50131

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$268,690	\$256,834	\$249,202	\$217,600
+ Market Misc Value	\$13,959	\$14,296	\$14,633	\$14,970
+ Market Land Value	\$916,531	\$768,269	\$595,296	\$440,294
= Just Market Value	\$1,199,180	\$1,039,399	\$859,131	\$672,864
= Total Assessed Value	\$735,255	\$713,840	\$693,049	\$672,864
- School Exempt Value		(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value		\$688,840	\$668,049	\$647,864

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$595,296	\$249,202	\$14,633	\$859,131	\$693,049	\$25,000	\$668,049	\$166,082
2021	\$440,294	\$217,600	\$14,970	\$672,864	\$672,864	\$25,000	\$647,864	\$0
2020	\$436,925	\$222,436	\$15,306	\$674,667	\$674,667	\$0	\$674,667	\$0
2019	\$460,512	\$224,854	\$15,643	\$701,009	\$701,009	\$0	\$701,009	\$0
2018	\$405,475	\$227,271	\$15,980	\$648,726	\$648,726	\$0	\$648,726	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	2,080.00	Square Foot	0	0

Buildings

Building ID	2173	Exterior Walls	ABOVE AVERAGE WOOD
Style	2 STORY ELEV FOUNDATION	Year Built	1992
Building Type	S.F.R. - R1 / R1	Effective Year Built	2013
Building Name		Foundation	CONC BLOCK
Gross Sq Ft	1578	Roof Type	GABLE/HIP
Finished Sq Ft	1038	Roof Coverage	METAL
Stories	2 Floor	Flooring Type	SFT/HD WD
Condition	AVERAGE	Heating Type	FCD/AIR DUCTED with 0% NONE
Perimeter	198	Bedrooms	2
Functional Obs	0	Full Bathrooms	2
Economic Obs	0	Half Bathrooms	0
Depreciation %	10	Grade	550
Interior Walls	WD PANL/CUSTOM	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FAT	FINISHED ATTIC	306	0	0
FLA	FLOOR LIV AREA	1,038	1,038	0
OPU	OP PR UNFIN LL	126	0	0
OPF	OP PRCH FIN LL	108	0	0
TOTAL		1,578	1,038	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
FENCES	1991	1992	6 x 84	1	504 SF	2
FENCES	1994	1995	4 x 38	1	152 SF	2
RES POOL	2012	2013	9 x 14	1	126 SF	5

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/13/2020	\$205,000	Warranty Deed	2266024	3022	0937	16 - Unqualified	Improved		
5/4/2018	\$287,500	Quit Claim Deed	2168011	2905	1358	16 - Unqualified	Improved		
1/5/2015	\$710,000	Warranty Deed		2720	127	01 - Qualified	Improved		
9/13/2013	\$100	Quit Claim Deed		2649	1358	11 - Unqualified	Improved		
8/17/2010	\$444,000	Warranty Deed		2480	1984	02 - Qualified	Improved		
8/17/2010	\$100	Quit Claim Deed		2480	1982	11 - Unqualified	Improved		
6/24/2004	\$780,000	Warranty Deed		2022	0570	Q - Qualified	Improved		
6/10/2002	\$425,000	Warranty Deed		1791	1968	Q - Qualified	Improved		
10/8/1998	\$329,000	Warranty Deed		1540	0373	Q - Qualified	Improved		
11/1/1993	\$172,000	Warranty Deed		1281	1087	Q - Qualified	Improved		
1/1/1992	\$75,000	Warranty Deed		1198	713	U - Unqualified	Improved		
6/1/1991	\$40,000	Warranty Deed		1175	460	U - Unqualified	Improved		
8/1/1989	\$1	Warranty Deed		1103	1693	M - Unqualified	Improved		

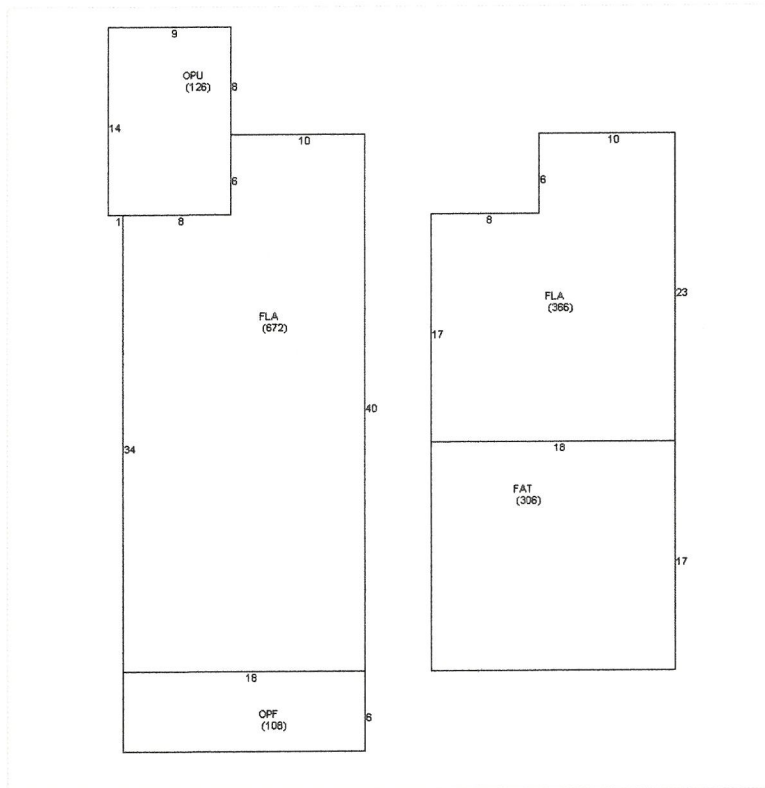
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
24-0692	3/26/2024		\$40,000		replace wood siding and trim with hardy board, whole house 3400 lin ft
22-3327	11/17/2022	2/9/2023	\$23,800	Residential	Remove and dispose of existing roof (approx. 1200 sq. Ft.) - Re-nail wood deck - Apply MFM drying underlayment as a secondary barrier - Install new 5V crimp metal roof system as a final product - Remove approx 2ft of sheathing along the building perimeter in order to add hurricane straps for insurance purpose and reinstall
12-0131	1/25/2012	8/31/2012	\$7,750		WOOD DECK AROUND POOL
12-0132	1/25/2012	8/31/2012	\$1,250		POOL BONDING, POOL PUMP
12-0133	1/25/2012	8/31/2012	\$21,950		INGROUND SWIMMING POOL CONCRETE 9x14
B944187	12/1/1994	7/1/1995	\$600		DECK

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)

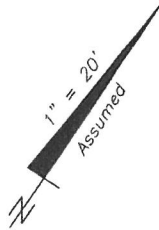


Photos

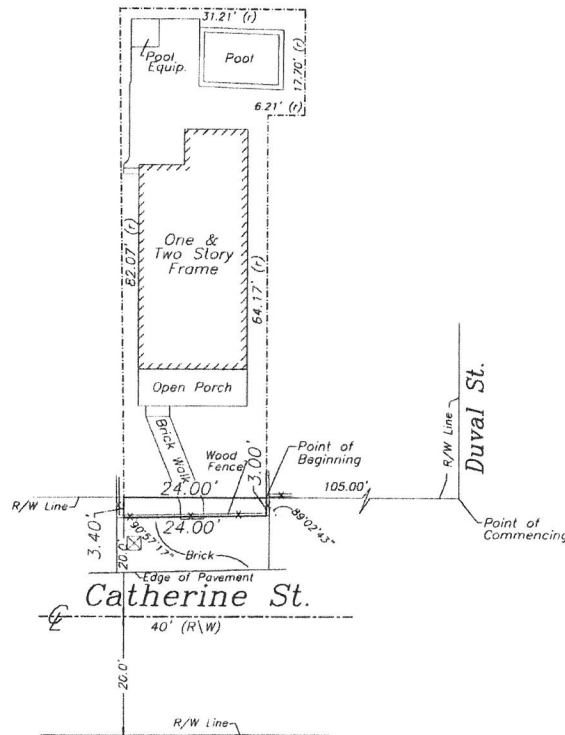


Survey

Specific Purpose Survey to illustrate a legal description of part of the right-of-way of Catherine Street adjacent to Lot 1, Square 6, Tract 11 of Charles W. Tift's Map, Island of Key West, prepared by the undersigned



LEGEND	
R/W	Right of Way
⊕	Centerline
(r)	Record
⊗	Utility Pole



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: 425 Catherine 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. The description contained herein and sketch do not represent a field boundary survey.
9. Adjoiners are not furnished.

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 a portion of the right of way of Catherine Street adjacent to Lot 1, Square 6 of Tract 11 according to Charles W. Tift's map as recorded in Deed Book "L" at Page 433 of the Public Records of the said Monroe County; said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the Northwestern right of way line of Catherine Street with the Southwesterly right of way line of Duval Street and run thence Southwesterly along the Northwestern right of way line of the said Catherine Street for a distance of 105.00 feet to the POINT OF BEGINNING of the parcel of land being described herein; thence continue Southwesterly and along the Southwesterly right of way line of the said Catherine Street for a distance of 24.00 feet; thence Southeasterly and at right angles for a distance of 3.40 feet to the Southeasterly face of an existing wooden fence; thence Northeasterly with a deflection angle of 90°57'17" to the left and along the said wooden fence for a distance of 24.00 feet; thence Northwesterly with a deflection angle of 89°02'43" to the left for a distance of 3.00 feet back to the Point of Beginning, containing 77 square feet, more or less.

SPECIFIC PURPOSE SURVEY FOR: Richard Partel; City of Key West;

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Standard of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

J. LYNN O'FLYNN, INC.

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

October 22, 2024

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

Warranty Deed

Doc # 2266024 Bk# 3022 Pg# 937 Electronically Recorded 5/14/2020 at 2:06 PM Pages 3
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
Electronically REC: \$27.00 Deed Doc Stamp \$1,435.00

Prepared by and Return to Mendy Walden ,
an employee of First International Title, Inc.
3132 Northside Drive
Suite 101, Bldg C
Key West, FL 33040
\$205,000.00
File No.: 161734-13

WARRANTY DEED

This indenture made on May 13, 2020, by

Sean Dhabalt, unmarried

whose address is: 11740 84th Lane, Indianola, IA 50125

hereinafter called the "grantor",

to **Richard A. Portel, II and Lisa R. Portel, husband and wife**

whose address is: 5645 Prairie Grass Drive, Johnston, IA 50131

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Monroe County, **Florida**, to-wit:

A parcel of land on the Island of Key West, Monroe County, Florida, being a part of Lot 1 in Square 6, Tact 11, according to Charles W. Tift's Map, as recorded in Deed Book "L", page(s) 433, of the Public Records of Monroe County, Florida, said parcel being described as follows: Commence at the intersection of the Northwesterly right-of-way line (Rowl) of Catherine Street with the Southwesterly Rowl of Duval Street and run thence Southwesterly along the Rowl of the said Catherine Street for a distance of 105.0 feet to the Point Of Beginning of the Parcel of land being described herein; thence continue Southwesterly and along the Rowl of the said Catherine Street for a distance of 24.0 feet; thence Northwesterly and along a line deflected 89 degrees 18 minutes 05 seconds to the right for a distance of 82.08 feet; thence Northeasterly and along a line deflected 90 degrees 41 minutes 55 seconds to the right and along a chain link fence for a distance of 31.21 feet; thence Southeasterly and parallel with Duval Street for a distance of 17.7 feet; thence Southwesterly and at right angles for a distance of 6.21 feet; thence Southeasterly and at right angles for a distance of 64.17 feet back to the Point Of Beginning.

Parcel Identification Number: AK #1028762/00027990-000000

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

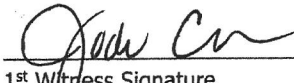
To Have and to Hold, the same in fee simple forever.

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 whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2019.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.


Sean Duabalt

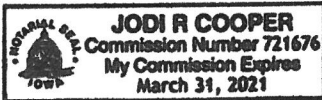
Signed, sealed and delivered in our presence:


1st Witness Signature
Print Name: JODI COOPER


2nd Witness Signature
Print Name: Michael P. Riesberg

State of Iowa
County of Polk

The Foregoing Instrument Was Acknowledged before me by means of () physical presence or () online notarization on 9th day of May 2020, by Sean Dhabalt, unmarried, who () is/are personally known to me or who () has/have produced a valid Drivers License as identification.



Jodi R Cooper
Notary Public
Printed Name:

My Commission expires:
S E A L

Insurance



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Southernmost Insurance Agency 1010 Kennedy Dr. Suite 300 Key West, FL. 33040	CONTACT NAME: Yuleisa Cordova	
	PHONE (A/C. No. Ext): 305-296-5052 ext. 115	FAX (A/C. No):
	E-MAIL ADDRESS: Yuleisa27@gmail.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Richard Portel II & Lisa Portel 425 Catherine St. Key West, FL. 33040	INSURER A : First Protective Insurance Co.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Loc #1 -
425 Catherine St,
Key West, FL 330403160

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	9779206062	12/20/2023	12/20/2024	<input checked="" type="checkbox"/> BUILDING	\$ 562,432	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 112,486
	BASIC				BUILDING	BUSINESS INCOME	\$
	BROAD				2,500	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				CONTENTS	<input checked="" type="checkbox"/> RENTAL VALUE	\$ 11,249
	EARTHQUAKE				2,500	BLANKET BUILDING	\$
	<input checked="" type="checkbox"/> WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
			<input checked="" type="checkbox"/> Personal Liability	\$ 500,000			
			<input checked="" type="checkbox"/> Medical Payments	\$ 3,000			
	INLAND MARINE	TYPE OF POLICY			\$		
	CAUSES OF LOSS				\$		
	NAMED PERILS	POLICY NUMBER			\$		
					\$		
	CRIME				\$		
	TYPE OF POLICY				\$		
					\$		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
					\$		
					\$		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Key West
Planning Department
1300 White Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Neighboring Property Easement

RESOLUTION NO. 20-231

427 CATHERINE STREET EASEMENT

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN EASEMENT AGREEMENT IN ORDER TO MAINTAIN A PORTION OF THE FRONT OF THE HOUSE, FRONT AND SIDE EAVES, AND PLANTERS THAT EXTEND APPROXIMATELY 89.68 SQUARE FEET, MORE OR LESS ONTO THE CATHERINE STREET RIGHT-OF-WAY LOCATED WITHIN THE HISTORIC RESIDENTIAL COMMERCIAL CORE DUVAL STREET OCEANSIDE (HRCC-1) ZONING DISTRICT AT 427 CATHERINE STREET, KEY WEST, FLORIDA (RE#00027960-000000); PURSUANT TO SECTION 2-938 (b)(2) OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA; PROVIDING FEES AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: That an easement of 89.68 square feet, more or less, for the real property described in the attached specific purpose survey was prepared by Eric A. Isaacs, PS of the Florida Keys Land Surveying, dated June 22, 2020 is granted subject to the execution of the attached easement agreement, incorporating the minimum conditions described in section 2 below.

Section 2: That the following conditions shall apply to the granting of the easement:

(1) The easement shall terminate upon the removal of the portion of the front of the house, front and side eaves, and planters.

(2) The City may unilaterally terminate the easement upon a finding of public purpose by a vote of the Key West City Commission.

(3) The owners shall pay the annual fee of \$300.00 specified in Section 2-938(b)(2) of the Code of Ordinances.

Doc # 2294447 Blk# 3061 Pg# 2404
Recorded 12/11/2020 9:44 AM Page 1 of 11

(4) The owners shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachments if the annual fee required by the Code of Ordinances is not paid.

(5) Prior to the easement becoming effective, the owners shall obtain an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on a primary and non-contributory basis utilizing an ISO standard endorsement at least as broad as CG 20 10 (11/85) or its Equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) including a "Waiver of Subrogation" clause in favor of City of Key West on all policies. The Owners shall maintain the Personal Liability coverage summarized above, including the "additional insured" endorsement, with coverage continuing in full force during the period of time this easement agreement remains in effect.

(6) The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.

(7) The City reserves the right to construct surface or sub-surface improvements within the easement areas.

(8) The subject area includes a portion of the front of the house measuring approximately 5.9 feet by 15.2 feet including 89.68 square feet including a portion of the front and side eaves, and planters onto the Catherine Street right-of-way and shall be the total allowed within the easement areas.

(9) To the fullest extent permitted by law, the owner expressly agrees to indemnify and hold harmless the City of Key West, their respective officers, directors, agents and employees (herein called the "indemnities") from and all liability for damages.

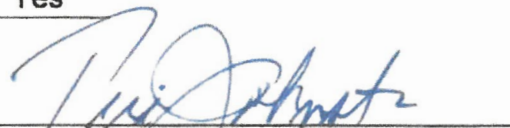
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of November, 2020.

Authenticated by the presiding officer and Clerk of the Commission on November 18, 2020.

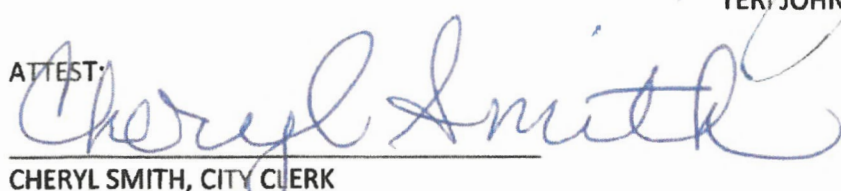
Filed with the Clerk November 18, 2020.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Samuel Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

427 CATHERINE STREET

EASEMENT
AGREEMENT

This agreement made this 18th day of November, 2020,

between the City of Key West, Florida (hereinafter Grantor) and Lewis C. Haskell and Susan M. Haskell, Trustees, for property located at 427 Catherine Street, Key West, Florida (hereinafter the Grantee) (RE # 00027960-000000).

I. RECITALS

Grantee is the owner of the property known as 427 Catherine Street, Key West, Florida, including a portion of the one-story framed house, front and side eaves, and planters that extend onto Catherine Street onto the Grantor's right-of-way. Portions of Grantee's property would extend 89.68 square feet, more or less, onto the Grantor's Rights-of-Way, specifically:

A portion of the public Right of Way of Catherine Street, on the Island of Key West, according to Charles W. Tift's Map as recorded in Deed Book "L" at page 433 of the Public Records of Monroe County, Florida, and being more particularly described as follows: Commencing at the intersection of the Westerly Right of Way line of Duval street and the Northerly Right of way line of Catherine Street, thence North 90 degrees 00'00" West along the Northerly Right of Way line of Catherine Street a distance of 85.80 feet to the Easterly face of an existing one story frame house, said point being the Point of Beginning of the parcel of land hereinafter described; thence South 00 degrees 00'00" Easterly face of an existing planter wall. For a distance of 5.90 feet to the Southeasterly corner of the said existing planter wall; thence North 90 degrees 00'00" West along the Southerly face of the said existing planter wall, for a distance of 15.20 feet to the Southwesterly corner of the said existing planter wall; thence North 00 degrees 00'00" East along the Westerly face of the said existing planter wall and the Westerly face of the said existing one story frame house for a distance of 5.90 feet to a point on the Northerly Right of Way line of Catherine Street; thence North 90 degrees 00'00" East along the said

Northerly Right of Way line of Catherine Street for a distance of 15.20 feet back to the Point of beginning.

Land described herein contains 89.68 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated June 22, 2020, drawn by Eric A. Isaacs, PSM, (Copy attached hereto). This encroachment impedes marketability of the property.

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 427 Catherine Street, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to maintain a portion of the one-story framed house, front and side eaves, and planters onto the Catherine Street right-of-way herein described, and not to any other encroachments.

The granting of this easement is conditioned upon the following:

1. The easement shall terminate with the removal of the portion of the front of the house, front and side eaves, and planters.
2. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
3. The Grantee shall pay the annual fee of \$300.00 specified in code Section 2-938(b)(2).
4. Grantee shall irrevocably appoint the City Manager as its agent to permit the removal of the encroachment if the annual fee required by the Code of Ordinances is not paid.
5. Prior to the easement becoming effective, the Grantee shall obtain Personal Liability insurance that extends coverage to the property that is governed by this easement with limits of no less than \$300,000.00. Coverage must be provided by an insurer authorized to conduct business in the State of Florida and with terms and conditions consistent with the latest version of the Insurance Service Office's (ISO) latest filed Homeowners or Personal Lines form. Grantee shall

furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".

6. Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured".
7. The easement areas shall not be used in site size calculations such as lot, yard, and bulk calculations for site development.
8. The City reserves the right to construct surface or sub-surface improvements within the easement areas.
9. The subject area includes a portion of the front of the house measuring approximately 5.9 feet by 15.2 feet including 89.68 square feet including a portion of the front and side eaves, and planters onto Catherine Street right-of-way and shall be the total allowed within the easement area.
10. To the fullest extent permitted by law, the Grantee expressly agrees to indemnify and hold harmless the City of Key West, their respective officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages.

II. CONSIDERATION

Grantee agree to pay to Grantor all sums and fees for city sewer, city garbage, if unpaid; otherwise to promptly bring the property and all uses thereof into full compliance with all city and state laws and regulations, if it is not now in full compliance. Grantee further agrees to pay Grantor an annual fee for this easement in the total amount of \$300.00, payable annually on the anniversary date of the execution of this Easement Agreement, to the City of Key West. Failure to pay such annual fee and/or to conform with agreed upon additional conditions shall constitute grounds for the Grantor to terminate the easement.

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 and maintain the portion of the front of the house, front and side eaves, and planters.

The easement shall terminate upon the removal of the portion of the front of the house, front and side eaves, and planter.

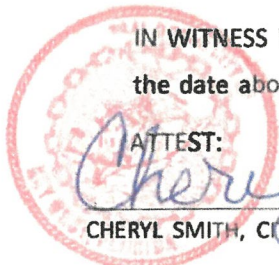
The Grantor herein expressly and irrevocably appoints the City Manager of the City of Key West as its agent to permit the removal of the encroachments in the event the annual fee referred to hereinabove is not paid.

In the event Grantor determines that retaking this property is necessary for a public purpose by virtue of a vote of the City Commission, then Grantor may unilaterally terminate this easement and reclaim the property without compensation to Grantee.

This easement shall terminate upon the failure of the Grantee or its heirs, successors, or assigns to maintain liability insurance in a minimum amount of three hundred thousand dollars (\$300,000.00) per incident and any other insurance cover specifications set forth in this agreement, naming the City of Key West as additional insured, for that portion of real property which is the subject of this easement agreement.

This easement shall be considered a covenant that runs with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

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



ATTEST:
Cheryl Smith
CHERYL SMITH, CITY CLERK

CITY OF KEY WEST
[Signature]
GREGORY W. VELIZ, CITY MANAGER

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of November 18, 2020 by GREGORY W. VELIZ, City Manager of the City of Key West, on behalf of the City who is personally, known to me or who has produced as [Signature] identification.



Notary Public
State of Florida

My commission expires _____

GRANTEE

By: Lewis C. Haskell and Susan M. Haskell, Trustees, _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _ 2020, by _____ for 427 Catherine Street, who is personally known to me or who has produced _____ as identification.

Notary Public
State of _____

My commission expires:

This easement shall be considered a covenant that runs with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

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

ATTEST:

CITY OF KEY WEST

CHERYL SMITH, CITY CLERK

GREGORY W. VELIZ, CITY MANAGER

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of _____
2020 by GREGORY W. VELIZ, City Manager of the City of Key West, on behalf of the
City who is personally, known to me or who has produced as identification.

Notary Public
State of Florida

My commission expires:

GRANTEE

By: Lewis C. Haskell and Susan M. Haskell, Trustees,

Lewis C. Haskell & Susan M. Haskell

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this
day of _ 2020, by _____
for 427 Catherine Street, who is personally known to me or who has produced _____
_____ as identification.

Notary Public
State of _____

My commission expires:

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

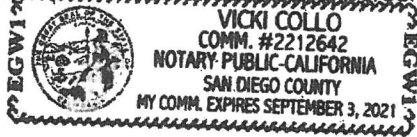
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On Nov 20, 2020 before me, _____
Date

Here Insert Name and Title of the Officer
personally appeared Lewis C Haskell and Susan M. Haskell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vicki Collo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

