

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

ATTEST:

Cheryl Smith  
CITY CLERK

Shella K. Mullins  
MAYOR  
Cheryl Smith  
City Clerk  
By Cheryl Smith

99-149

RCD Oct 18 1999 11:44AM  
DANNY L. KOEHLER, CLERK

DEED DOC STAMP  
10/18/1999  
2.10  
DEP CLK

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

CITY OF KEY WEST  
Julio Avel  
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 Prncipe  
MY COMMISSION # CC822645 EXPIRES EXPIRES  
March 31, 2003 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: 3/31/03

FILE #1147936  
BK#1600 PG#1064

GRANTEE

Thomas P. Callahan

Thomas P. Callahan

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 FAIR INSURANCE, INC.

STATE OF FLORIDA )  
COUNTY OF MONROE )

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

Caroline Prencipe  
Notary Public

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



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

MONROE COUNTY  
OFFICIAL RECORDS

IMAGED