

EASEMENT
AGREEMENT

This agreement made this _____ day of _____, 2022,
between the City of Key West, Florida (hereinafter Grantor) and Oropeza, Stones, & Cardenas
PLLC, an authorized entity to represent H2O Outdoors, LLC for property located at 2 Go Lane,
Key West, Florida (hereinafter the Grantee) (RE #00072000-000000).

I. RECITALS

Grantee is the Owner of the property known as 2 Go Lane, Key West, Florida,
including area for the construction of a boat lift. As described in the Specific Purpose Survey
the applicant has proposed the construction of a boatlift on Sunrise Canal. The boatlift area
will encroach 165 square feet, more or less, onto City owned property. Portions of Grantee's
property would extend a total of 165.0 square feet, more or less, onto the Grantor's Rights-
of-Way, specifically:

On the Island of Key West, Monroe County, Florida, and a part of Lot 2 according to the
amended Plat of Vista del Mar recorded in Plat Book 4, Page 136 of the Monroe County Public
Records and is more particularly described as follows: Commencing at the northwesterly corner
of Lot 2 thence Easterly along the Northerly line of said Lot 2 a distance of 31.54 feet to a point;
thence Northerly and at right angles a distance of 0.88 feet to the Point of Beginning; thence
continue Northerly a distance of 15 feet to a point; thence Easterly and at right angles a
distance of 11 feet to a point; thence Southerly and at right angles a distance of 15 feet to a
point; thence Westerly and at right angles a distance of 11 feet back to the Point of Beginning.

Land described herein contains 165.00 square feet, more or less, as specifically

described and illustrated in the attached specific purpose survey dated February 15, 2022, drawn by Reece & Associates (Copy attached hereto).

The Grantor hereby agrees to grant and convey to the Grantee an easement for encroachments, at the property located at 2 Go Lane, as more specifically described in the attached survey. The easement shall pertain to addressing the encroachments to construct one (1) boat lift onto the Sunrise Canal 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 boat lift.
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 \$400.00 specified in code Section 2-938(b)(3).
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 Commercial General 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 Commercial General Liability 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. 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 areas to construct one (1) boat lift on the Sunrise Canal right-of-way shall be the total allowed within the easement area.
9. 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 caused by or resulting from the Grantee's improvement in the easement area.

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 \$400.00, payable annually on the anniversary date of the execution of this Easement Agreement, to the City of Key West. Failure to pay such 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 boat lift.

The easement shall terminate upon the removal of the boat lift.

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:

CITY OF KEY WEST

CHERYL SMITH, CITY CLERK

PATTI MCLAUCHLIN, CITY MANAGER

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of _____,
2022 by PATTI MCLAUCHLIN, 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: H2O Outdoors, LLC , _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this
day of ____ 2022, by _____
for 0 Go Lane, who is personally known to me or who has produced _____
_____ as identification.

Notary Public
State of _____

My commission expires:

