

## EXECUTIVE SUMMARY



**To:** Patti McLauchlin, City Manager  
**Through:** Katie P. Halloran, Planning Director  
**From:** Zoe Porter, Planner I  
**Meeting Date:** June 7, 2022

**RE:** **Easement Agreement – 0 Go Lane (RE# 00072010-000000) –**  
A request for an Easement Agreement in order to construct a boat lift encroaching 165 square feet, more or less, onto City owned Sunrise Canal abutting property located within the Single-Family (SF) zoning district, pursuant to Section 2-938 (b)(3) 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.

### **ACTION STATEMENT:**

**Request:** To grant an easement agreement to construct a boat lift encroaching 165 square feet, more or less, onto City owned Sunrise Canal.

**Applicant:** Oropeza, Stones, & Cardenas PLLC

**Property Owner:** H2O Outdoors, LLC

**Location:** 0 Go Lane (RE# 00072010-000000)

**Zoning:** Single-Family (SF) zoning district



This is a request for an easement agreement pursuant to Section 2-938 (b)(3) of the Code of Ordinances of the City of Key West. The easement request is for a total of 165 square feet, more or less, to construct a boat lift encroaching on City owned Sunrise Canal, as shown on the specific purpose survey provided. The current owner acquired the property in July of 2021.



Development Review Committee:  
City Commission:

April 28<sup>th</sup>, 2022  
June 7, 2022



### **PLANNING ANALYSIS:**

As described in the Specific Purpose Survey the applicant has proposed the construction of a new boat lift on Sunrise Canal. The boat lift area will encroach on a total of approximately 165 square feet, more or less, onto City owned property.

A site visit was conducted on April 1<sup>st</sup>, 2022. It was determined by Planning Staff that the encroachment would not impede public passage on Sunrise Canal.

If the request for the easement over City-owned land is granted, the owners would be required to pay an annual fee of \$400.00 to the City for the use of 165 square feet, more or less, of city property, pursuant to Code Section 2-938(b)(3). The annual fee would be pro-rated based on the effective date of the easement.



## **OPTIONS / FINANCIAL IMPACT:**

**Option 1.** Approve the easement request for a maximum of 165 square feet, more or less, on the Sunrise Canal in order to construct a boat lift with the following conditions:

1. The easement shall terminate upon the removal of the structure.
2. The City may unilaterally terminate the easement upon a finding of public purpose by vote of the Key West City Commission.
3. The Owners shall pay the annual fee of \$400.00 specified in Code Section 2-938(b)(3).
4. The Owners 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 Owners shall obtain 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 General Liability form. The Owners shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured". The Owners shall provide proof of Insurance annually upon payment of annual fee.
6. The easement area 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 area.
8. The area to maintain the existing encroachment of the boat lift onto Sunrise Canal shall be the total allowed within the easement area.
9. To the fullest extent permitted by law, the Owners 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 damage.

**Financial Impact:** The City would collect \$400 annually as part of the approval of the requested easement agreement.

**Option 2.** Deny the easement request with the following conditions:

1. The Owner will obtain the appropriate permits for the removal of all items that encroach onto the City right-of-way.

2. All encroachments on the City right-of-way will be removed within 90 days.

**Financial Impact:** There would be no cost to the City for deny the easement. However, the City would lose the potential to collect the revenue of the easement agreement.

**RECOMMENDATION:**

**Option 1:**

Based on the existing conditions, Planning Staff recommends to the City Commission **APPROVAL** of the proposed Resolution granting the requested easement agreement with conditions as outlined above.