



EXECUTIVE SUMMARY

To: Patti McLauchlin, City Manager

Through: Katie P. Halloran, Planning Director

From: Zoe Porter, Planner I

Meeting Date: January 4, 2023

RE: **Easement Agreement – 3728 Flagler Avenue (RE #00071780-000000) –**
A request for an Easement Agreement for an encroachment of approximately 255 square feet, more or less, in order to construct and maintain a boat lift over City-owned Sunrise Canal abutting property located within the Single-Family (SF) zoning district at 3728 Flagler Avenue, Key West, Florida (RE# 00071780-000000), 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.

ACTION STATEMENT:

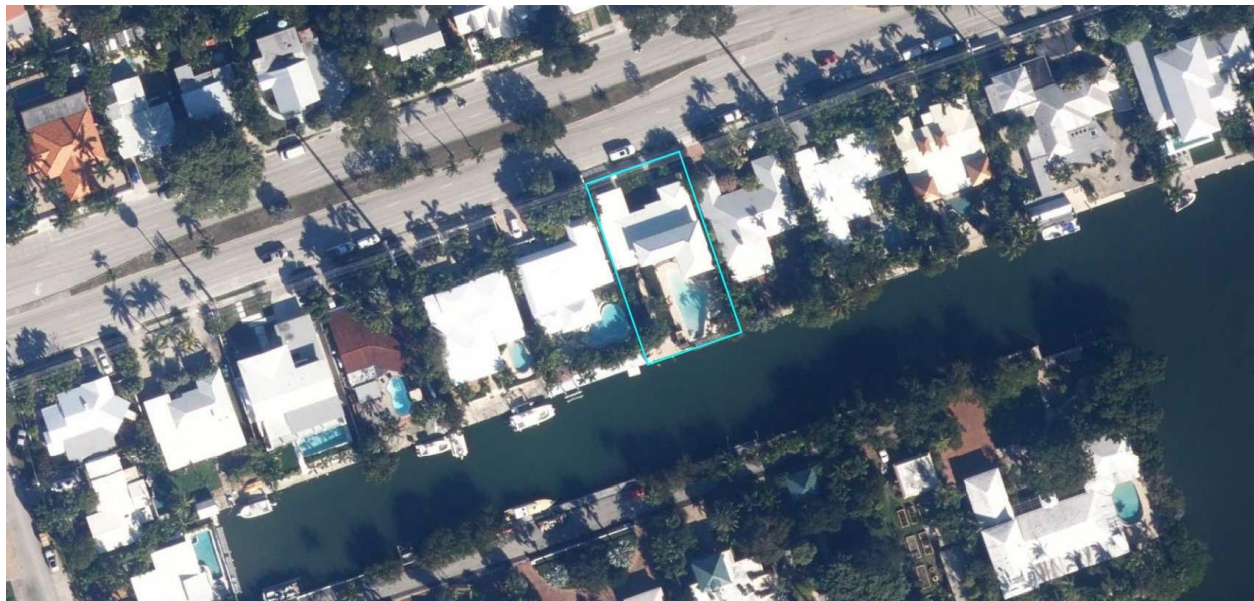
Request: To grant an easement agreement to allow a boatlift to be constructed that would encroach approximately 255 square feet, more or less, of City owned Sunrise Canal.

Applicant: Trepanier and Associates, Inc

Property Owners: John Gallagher

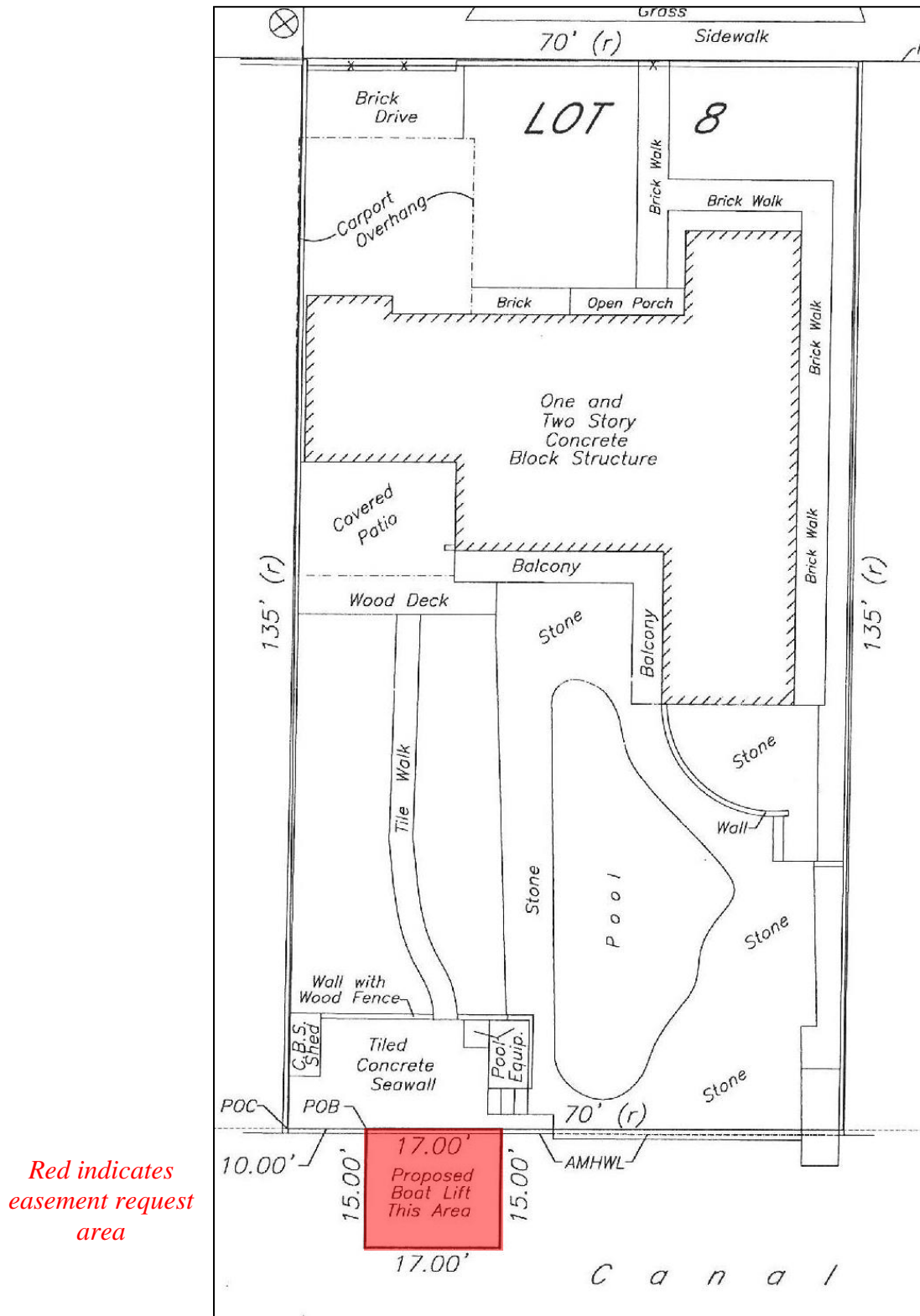
Location: 3728 Flagler Avenue (RE# 00071780-000000)

Zoning: Single Family (SF) zoning district



BACKGROUND:

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 255 square feet, more or less, to allow the property owner to construct a boat lift onto City owned Sunrise Canal, as depicted on the survey below.



CITY ACTIONS:

Development Review Committee:

City Commission:

November 17, 2022

January 4, 2023

PLANNING ANALYSIS:

The proposed boat lift will encroach approximately 255 square feet, more or less, onto City owned property.

A site visit was conducted on October 11, 2022. It was determined by Planning Staff that the proposed encroachment would not impede public passage on Sunrise Canal.

If the request for the easement over City-owned land is granted the owners will be required to pay an annual fee of \$400.00 to the City for the use of 255 square feet, more or less, of city property, pursuant to Code Section 2-938(b)(2). The annual fee would be pro-rated based on the effective date of the easement.



Proposed boat lift will extend 15', more or less, into Sunrise Canal.

Proposed boat lift to encompass an area of approximately 250 square feet, more or less, per the specific purpose survey.



Options / Financial Impact:

Option 1. Approve the easement request for a maximum of 255 square feet, more or less, on Sunrise Canal in order to construct and maintain a boat lift with the following conditions:

1. The easement shall terminate upon the removal of the structures.
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 boatlift and wooden dock 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 to deny the easement. However, the City would lose the potential to collect the annual revenue from 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 the conditions outlined above.