

**EASEMENT**  
**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
between the City of Key West, Florida (hereinafter Grantor) and Manley Richard AMD and  
Restated Trust 7/31/2007, the owner of the property located at 3726 Sunrise Lane, Key West,  
Florida (hereinafter the Grantee) (RE #00071930-000000).

**I. RECITALS**

Grantee is the Owner of the property known as 3726 Sunrise 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 boat lift on Sunrise Canal. The boat lift area  
will encroach 210 square feet, more or less, onto City owned property. Portions of Grantee's  
property would extend a total of 210 square feet, more or less, onto the Grantor's Rights-of-  
Way, specifically:

A portion of canal right of way of Vista Del Mar, according to the plat thereof, as  
recorded in plat book 3, page 124, of the public records of Monroe County, Florida and being  
more particularly described as follows:

Commencing at the northwesterly corner of the easterly 10 feet of Lot 29 of said plat;  
thence north 18°49'53" west along the northerly extension of the west line of the east 10 feet  
of lot 29, 30.00 feet, to a point on the southerly right of way line (37.50 feet total) of a platted  
canal; thence north 71°10'07" east, along said southerly right of way line, 3.00 feet to the point  
of the beginning; thence continue along said southerly right of way line, 14.00 feet; thence  
north 18°49'43" west, 15.00 feet; thence south 71°10'07" west, 14.00 feet; then south

18°49'53" east, 15.00 feet back to the point of beginning.

Land described herein contains 210 square feet, more or less, as specifically described and illustrated in the attached specific purpose survey dated December 21, 2021, 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 3726 Sunrise 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 Interest".

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 interest, 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 MCLAUHLIN, CITY MANAGER

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 2022 by PATTI MCLAUHLIN, 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: Manley Richard AMD and Restated Trust 7/31/2007, \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this Day of \_\_\_\_\_, 2022 by \_\_\_\_\_ for 3726 Sunrise Lane, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_

My commission expires:

# SKETCH AND DESCRIPTION

A PORTION OF CANAL RIGHT OF WAY

VISTA DEL MAR

PLAT BOOK 3, PAGE 124

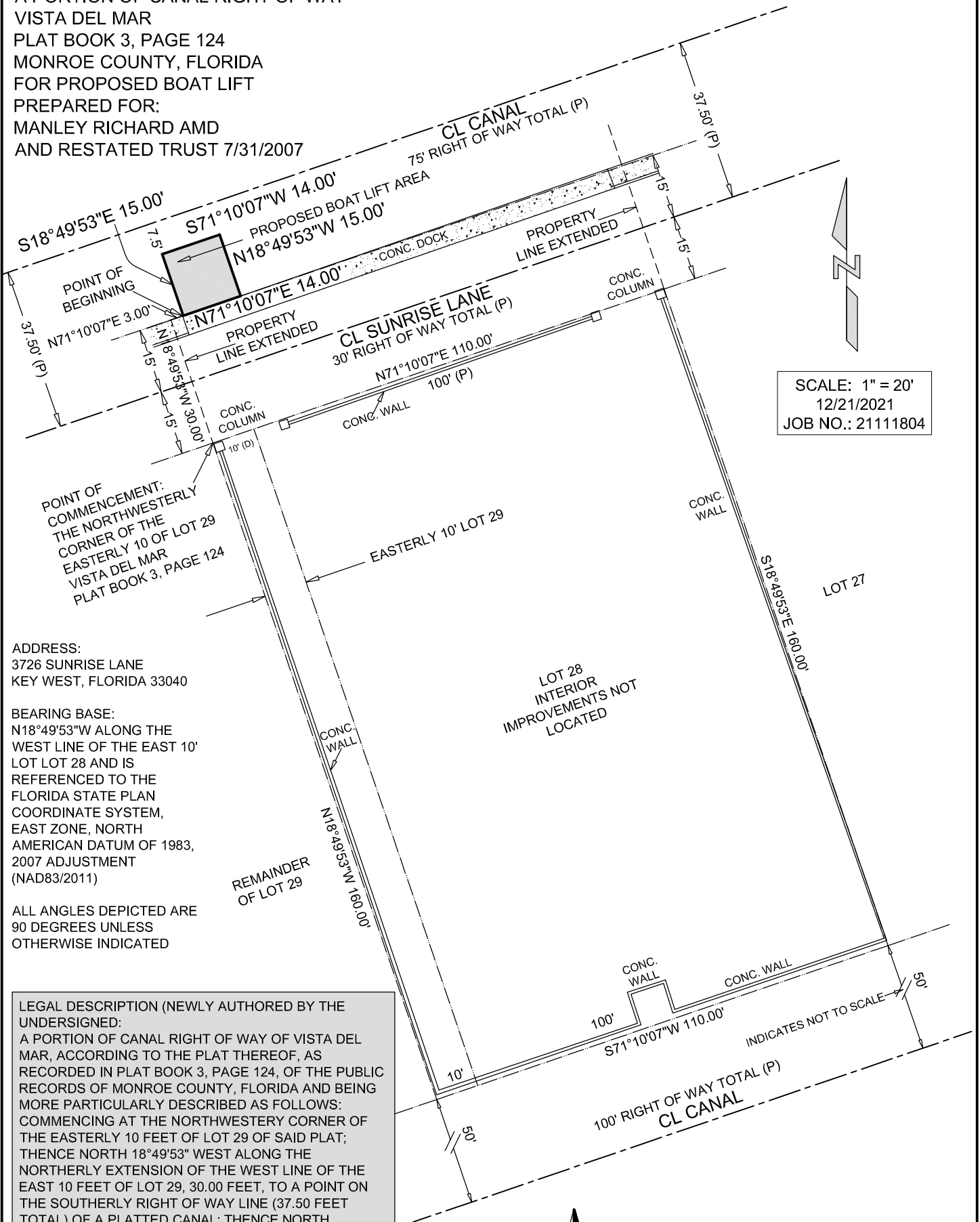
MONROE COUNTY, FLORIDA

FOR PROPOSED BOAT LIFT

PREPARED FOR:

MANLEY RICHARD AMD

AND RESTATED TRUST 7/31/2007



SCALE: 1" = 20'  
12/21/2021  
JOB NO.: 21111804

ADDRESS:  
3726 SUNRISE LANE  
KEY WEST, FLORIDA 33040

BEARING BASE:  
N18°49'53"W ALONG THE  
WEST LINE OF THE EAST 10'  
LOT LOT 28 AND IS  
REFERENCED TO THE  
FLORIDA STATE PLAN  
COORDINATE SYSTEM,  
EAST ZONE, NORTH  
AMERICAN DATUM OF 1983,  
2007 ADJUSTMENT  
(NAD83/2011)

ALL ANGLES DEPICTED ARE  
90 DEGREES UNLESS  
OTHERWISE INDICATED


LEGAL DESCRIPTION (NEWLY AUTHORED BY THE UNDERSIGNED):  
A PORTION OF CANAL RIGHT OF WAY OF VISTA DEL MAR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 124, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWESTERY CORNER OF THE EASTERLY 10 FEET OF LOT 29 OF SAID PLAT;  
THENCE NORTH 18°49'53" WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 10 FEET OF LOT 29, 30.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE (37.50 FEET TOTAL) OF A PLATTED CANAL;  
THENCE NORTH 71°10'07" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 3.00 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 14.00 FEET;  
THENCE NORTH 18°49'43" WEST, 15.00 FEET;  
THENCE SOUTH 71°10'07" WEST, 14.00 FEET;  
THENCE SOUTH 18°49'53" EAST, 15.00 FEET BACK TO THE POINT OF BEGINNING.

GENERAL NOTES:

- DISTANCES AND ANGLES ARE FIELD MEASURED AND CORRESPOND WITH RECORD DATA UNLESS NOTED.
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. (CHAPTER 61G17-6.003 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES)
- THIS IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON


**REECE & ASSOCIATES**  
 PROFESSIONAL SURVEYORS AND MAPPERS  
 LICENSED BUSINESS (LB) NO. 7846  
 31193 AVENUE A, BIG PINE KEY, FL. 33043  
 OFFICE (305) 872 - 1348  
 EMAIL: INFO@REECESURVEYING.COM

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 1(B) 1(SETBACKS), 1(B)3(ENCROACHMENTS), & 1(B)4(EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER  
 SIGNED   
 ROBERT E. REECE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. LS 5632