

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 0 Go Lane,
Key West, Florida (hereinafter the Grantee) (RE #00072010-000000).

I. RECITALS

Grantee is the authorized representative of the property known as 0 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 boat lift on Sunrise Canal.
The boat lift 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 3 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 said Lot 3 then Easterly along the Northerly line of said Lot 3 a distance of 65.78 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 0 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 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: H2O Outdoors LLC, _____

STATE OF _____

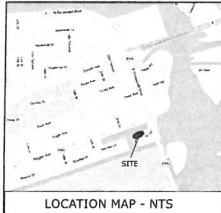
COUNTY OF _____

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:

**SPECIFIC PURPOSE SURVEY MAP
PART OF LOT 2, & LOT 3
VISTA DEL MAR
TO ILLUSTRATE PROPOSED BOAT LIFT AREA
PLAT BOOK 4, PAGE 135
MONROE COUNTY, FLORIDA**



LOCATION MAP - NTS



NORTH
ASSUMED FROM PLAT
OR LEGAL DESCRIPTION

SCALE: 1" = 20'

BEARING BASE:
THE NORTHWESTERLY PLAT LINE
OF THE AMENDED PLAT OF
VISTA DEL MAR AT S 70° 50' 51" W
AS DERIVED FROM THE PLAT

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
#0 & #2 GO LANE
KEY WEST, FL 33040

LEGAL DESCRIPTION -

#0 GO LANE BOAT LIFT:

On the Island of Key West, Monroe County, Florida, and a part of Lot 3 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 said Lot 3 then Easterly along the Northerly line of said Lot 3 a distance of 65.78 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.

#2 GO LANE BOAT LIFT:

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.

CERTIFIED TO -
H2O OUTDOORS, LLC

SCALE: 1"=20'	I HEREBY CERTIFY THAT THIS SURVEY 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 55-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 402.02, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUPPLEMENTARY 1(a) (1) (STAKEWORKS), 1(b) (ENCLOSUREMENTS), & 1(c) (EASEMENTS), SCHEDULE "B" HAS NOT BEEN PROVIDED.
FIELD WORK DATE: 12/23/19	
REVISION DATE: 02/15/22	
SHEET 1 OF 1	
DRAWN BY: JM/RV	
CHECKED BY: RER	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEALED SET OF A FLORIDA SURVEYOR AND MAPPER
INVOICE #: 19121008	SIGNED:



REECE & ASSOCIATES

PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
31193 AVENUE A, BIG PINE KEY, FL 33043
OFFICE (305) 872-1348
EMAIL INFO@REECESURVEYING.COM

NOTES:

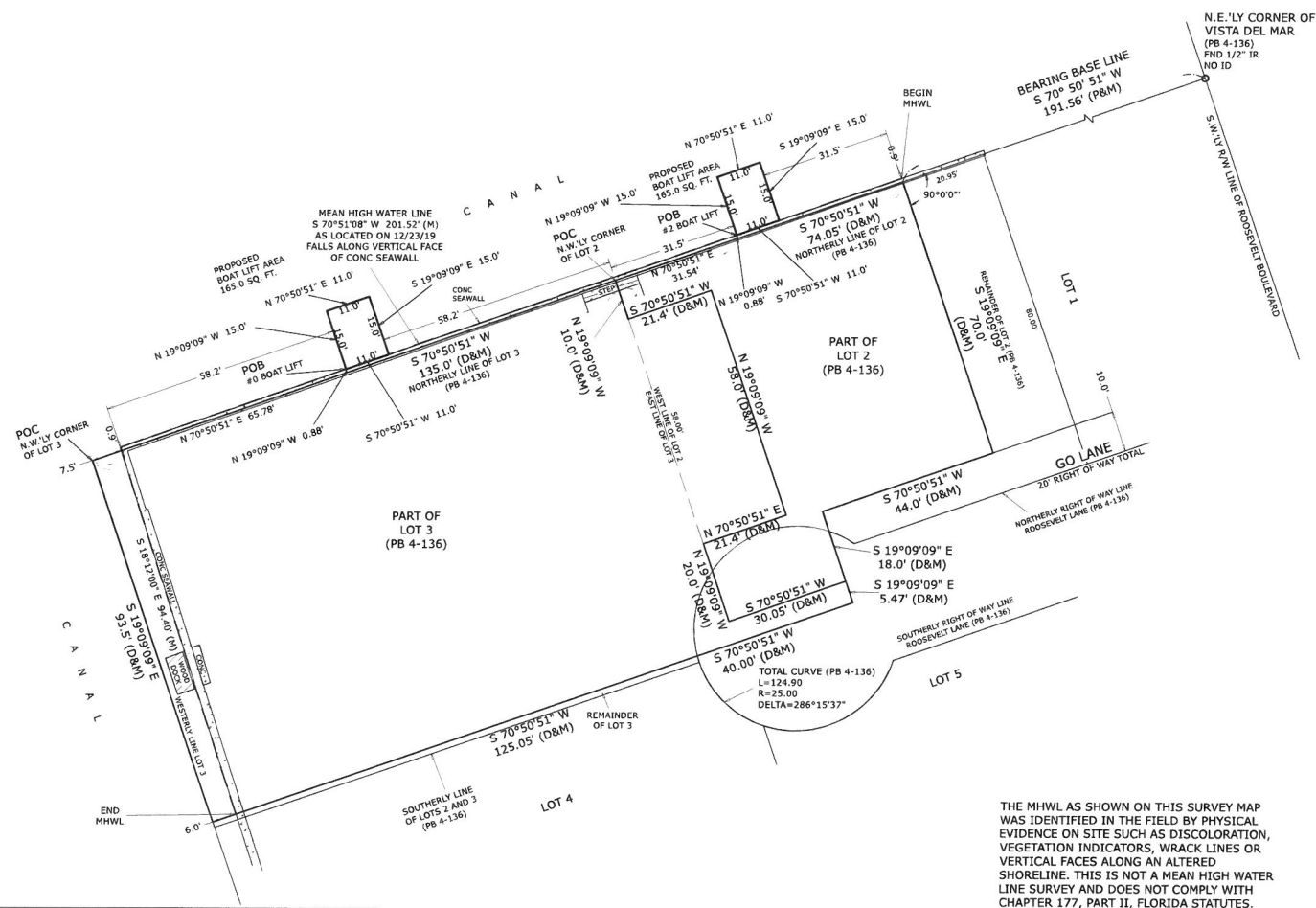
THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE PARTIES LISTED HEREIN AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOSOEVER, LIKEWISE, ANY REUSE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR & MAPPER, WILL BE DONE SO AT THE RISK OF THE REUSING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR & MAPPER.

LEGAL DESCRIPTIONS HAVE BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADDITIONAL PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS.

THIS SURVEY DOES NOT PURPORT TO SHOW OWNERSHIP OF WALLS OR FENCES ALONG PROPERTY LINES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

REVISION - ADDED MHWL AND RELATED NOTES
20212503 - 02/15/2022 - RV



THE MHWL AS SHOWN ON THIS SURVEY MAP WAS IDENTIFIED IN THE FIELD BY PHYSICAL EVIDENCE ON SITE SUCH AS DISCOLORATION, VEGETATION INDICATORS, WRACK LINES OR VERTICAL FACES ALONG AN ALTERED SHORELINE. THIS IS NOT A MEAN HIGH WATER LINE SURVEY AND DOES NOT COMPLY WITH CHAPTER 177, PART II, FLORIDA STATUTES.

NOTE: MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE. FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN.

THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

ANMHL - APPARENT MEAN HIGH WATER LINE	DM - ELECTRIC METER	NAVS - NORTH AMERICAN	OD - ROOF OVERHANG LINE
BFP - BACK FLOW PREVENTER	DT - DITCH	VE - VERTICAL CURVE	OW - RIGHT OF WAY
BS - BENCH MARK	FE - FINISHED ELEVATION	NOVA - NATIONAL GEODETIC	SC - SANITARY CLEAN OUT
C - CALCULATED	FT - FENCE FINISH	NOT - NOT TO SCALE	SM - SANITARY MANHOLE
CM - CONCRETE MASONRY WALL	FD - FENCE INSIDE	OV - OVERHEAD UTILITY	SV - SEWER VALVE
CMW - CONCRETE BLOCK RETAINING WALL	FO - FENCE OUTSIDE	OW - OVERHEAD WIRE	TOT - TOTAL BENCH MARK
CHD - CHORD DISTANCE	FL - FENCE ON LINE	PC - POINT OF CURVE	TOP - TOP OF BANK
CHB - CHORD BEARING	GL - GRADE LEVEL	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	GP - GAS/NERV PUMP	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	GR - GROUND ROD	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	IR - IRON ROD	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	LE - LOWER ENCLOSURE	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	LS - LANDSCAPING	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	MA - MANSARD	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	MHWL - MEAN HIGH WATER LINE	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	MT - METAL FENCE	PC - POINT OF CURVE	TS - TOP OF SLURRY