

**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 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 \_\_\_\_\_

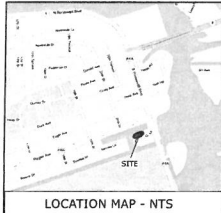
COUNTY OF \_\_\_\_\_

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 402.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUPPLEMENTARY 1 (U) (1) (STAKEWORKS), 103 (ENCLOSUREMENTS), & 110 (ENCLOSUREMENTS), 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 RAISED SEAL 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:**

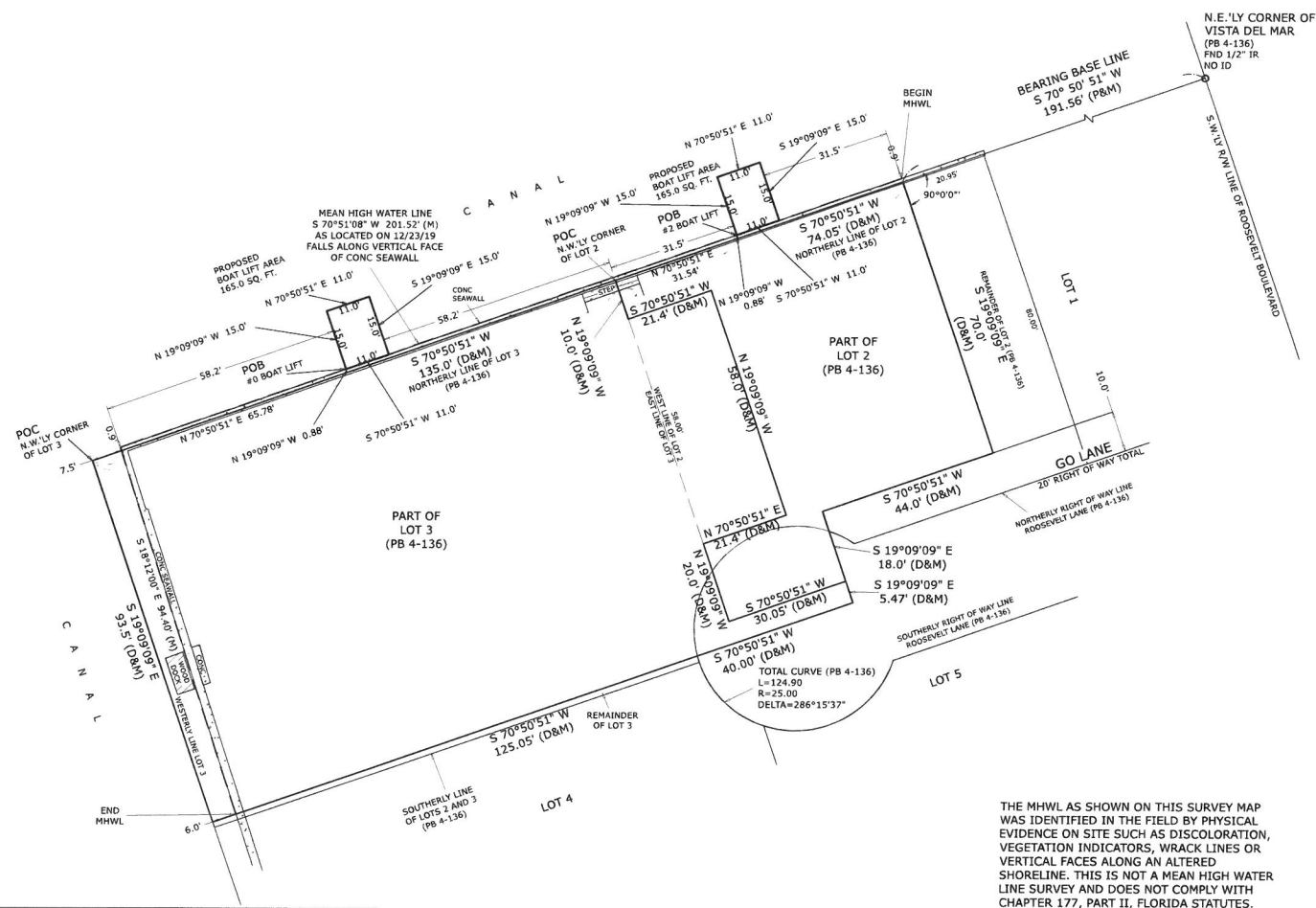
THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE PARTIES LISTED HEREIN AND SHALL NOT BE REPLIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER, LIKEWISE, ANY REUSE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED 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 VERTICAL DATUM (1988)	OD - ROOF OVERHANG LINE
BFP - BACK FLOW PREVENTER	FE - FINISHED FLOOR ELEVATION	NOVA - NATIONAL GEODETIC DATUM (1979)	OW - RIGHT OF WAY
CA - CALCULATOR	FT - FENCE FINISH	NOT TO SCALE	SC - SANITARY CLEAN-OUT
CBM - CONCRETE BLOCK WALL	FO - FENCE OUTSIDE	OV - OVERHEAD UTILITY	SH - SANITARY MANHOLE
CBRW - CONCRETE BLOCK RETAINING WALL	FL - FENCE ON LINE	PL - PLANT	TD - TOTAL DEPTH MARK
CHD - CHORD DISTANCE	GL - GRADE INLET	PLM - PLAT & MEASURED	TDI - TOP OF DRAIN
CHB - CHORD BEARING	GS - GROUND SURFACE	PC - POINT OF CURVE	TS - TOP OF SLURRY
CL - CENTERLINE	GP - GASOLINE PUMP	PCP - POINT OF COMPOUND CURVE	TY - TYPICAL
CL - CENTERLINE	GR - GRASS	PCFP - PERMANENT CONTROL POINT	US - UTILITY EASEMENT
CM - CONCRETE MASONRY	IR - IRON ROD	PI - POINT OF INTERSECTION	UL - UTILITY UTILITY POLE
CMC - CONCRETE	LA - LANDSCAPING	PL - POINT OF BEGINNING	UM - UNDERMINED
CMC - COVERED	LE - LOWER ENCLOSURE	PO - POINT OF BEGINNING	WD - WOOD FENCE
D - DEED	LS - LANDSCAPING	PR - POINT OF REVERSE CURVE	WM - WOOD PICKET
DELS - DELTA ANGLE	LS - LANDSCAPING	PRM - PERMANENT REFERENCE POINT	WL - WOOD LANDING
DEAS - DRAINAGE EASEMENT	LS - LANDSCAPING	PT - POINT OF TANGENT	WM - WOOD PICKET
EL - ELEVATION	MHWL - MEAN HIGH WATER LINE	PTC - POINT OF TANGENT	WV - WATER VALVE
EL - ELEVATION	MHWL - MEAN HIGH WATER LINE	RF - RAILROAD	
EL - ELEVATION	MHWL - MEAN HIGH WATER LINE		