

EXECUTIVE SUMMARY



To: Gregory W. Veliz, City Manager
Through: Katie P. Halloran, Planning Director
From: Daniel Sobczak, AICP-C, Planner
Meeting Date: August 19th, 2020

RE: **Easement Agreement – 3720 Sunrise Lane (RE# 00071950-000000)** - A request for an Easement Agreement in order to reconstruct an existing boatlift encroaching 150-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:

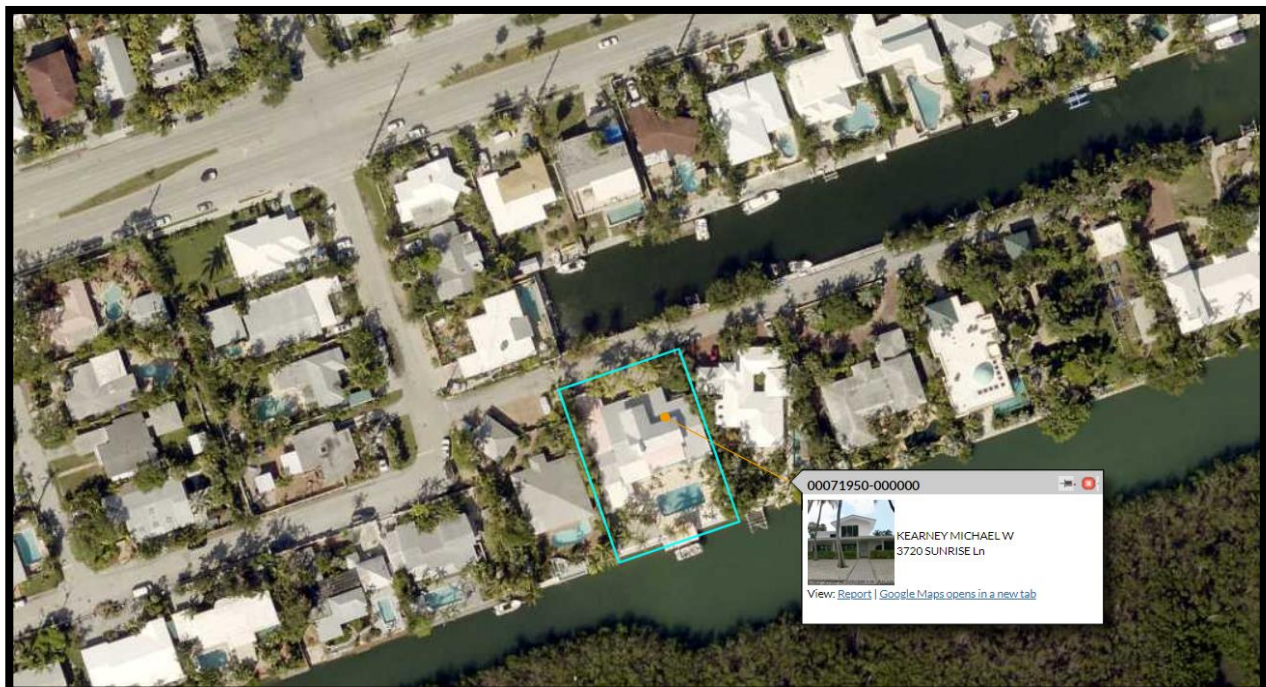
Request: To grant an easement agreement to reconstruct an existing boatlift encroaching 150 - square feet, more or less, onto City owned Sunrise Canal

Applicant: Michael W. Kearney

Property Owners: Michael W. Kearney

Location: 3720 Sunrise Lane (RE# 00071950-000000)

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 agreement request is for a total of 150 - square feet, more or less, to reconstruct an existing boatlift that extends onto Sunrise Canal, as shown on the specific purpose survey provided. The property is situated on Sunrise Lane, a private street. When the subdivision was created in 1955, the developer granted Sunrise Canal to the city and was so marked on the final signed and sealed plat. The current owner acquired the property in October of 1995.



City Actions:

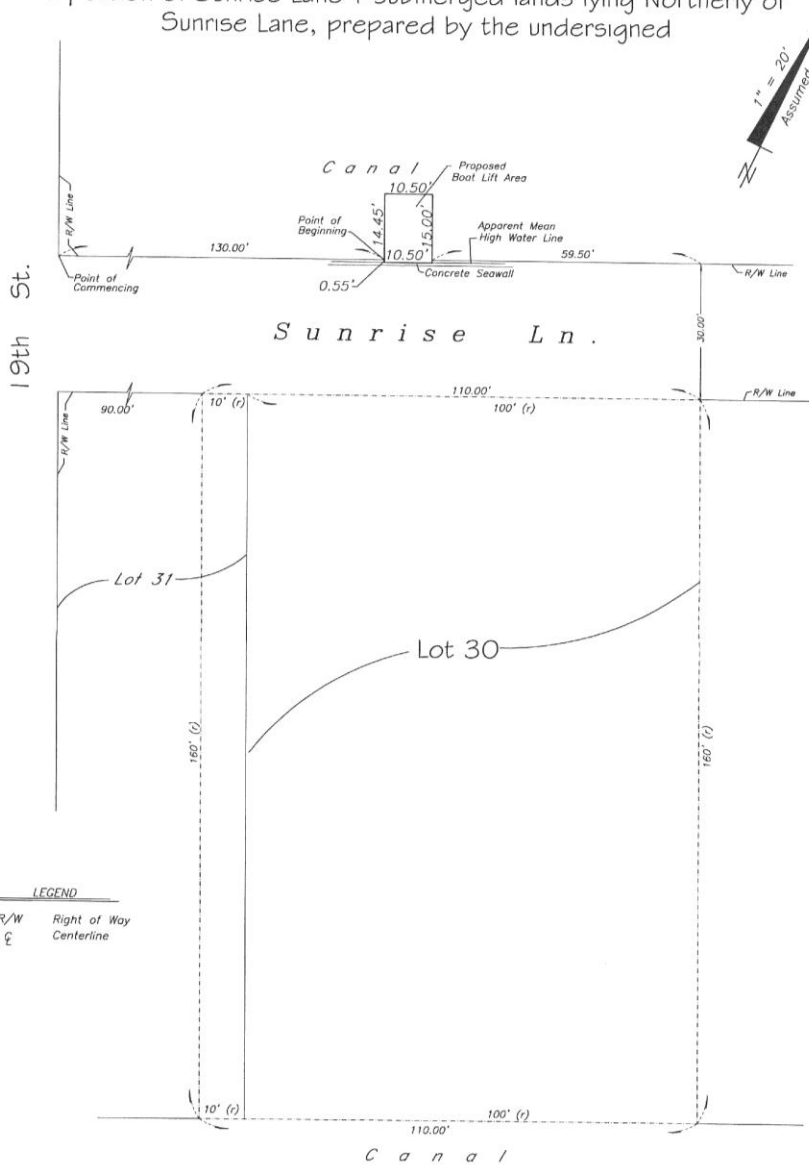
Development Review Committee:

May 28, 2020

City Commission:

August 19, 2020

Specific Purpose Survey Map to illustrate a legal description of a portion of Sunrise Lane & submerged lands lying Northerly of Sunrise Lane, prepared by the undersigned



PLANNING STAFF ANALYSIS:

As described in the Specific Purpose Survey the applicant has proposed the reconstruction of a boat lift on Sunrise Canal. The boatlift area will encroach 150 sqft., more or less, onto City owned property.

A site visit was conducted on May 10, 2020. The encroachment does not impede public passage. Surrounding property owners consent to the proposed easement.

If the request for the easement over City-owned land is granted, then the Owners would be required to pay an annual fee of \$400.00 to the City for the use of 150.0 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.

LEGEND
 R/W Right of Way
 C Centerline

NOTE:
 This Survey Map is not full and complete without the attached Survey Report.

Sheet One of Two Sheets
J. LYNN O'FLYNN, Inc.
 Professional Surveyor & Mapper
 PSM #8298
 3430 Duck Ave., Key West, FL 33040
 (305) 296-7422 FAX (305) 296-2244

Options / Advantages / Disadvantages:

Option 1. Approve the easement request of approximately 150 - square feet, more or less, on the Sunrise Canal in order to reconstruct an existing boatlift 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 boatlift 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 damages caused by or resulting from the Grantee's improvement in the easement area.

Financial Impact: The City would collect \$400.00 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 denying the easement. The City would however 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.