February 13, 2018

John Barrett
Program Manager
Federal Lands to Parks
National Park Service, Southeast Region
100 Alabama Street
Atlanta, CA 30303

RE:

Purpose and Justification Statement

Restrictive Public Park Covenant Exchange to Support Atlantic Boulevard

Relocation

Dear Mr. Barrett:

The City of Key West proposes a land exchange in the context of the Federal Lands to Parks Program involving the release of restrictive public park covenants on one piece of land (the exchange property) and the placement of those restrictive covenants on another piece of land provided by the grantee as future replacement parkland for the land being released. As a first step before fulfilling further requirements, the National Park Service (NPS) requires the grantee (the City of Key West) to state the purpose and justification for the proposed land exchange.

Monroe County is relocating Atlantic Boulevard from Reynolds Street to White Street to support implementation of the planned Higgs Beach Master Plan. The proposed intersection with White Street is located approximately 100 feet north of the current alignment of Atlantic Boulevard (see attached T.Y. Lin Sheets 5 and 15). The transition with the County project requires relocation of approximately 300 feet of the City owned portion of Atlantic Boulevard (from White Street to Bertha Street). Primary impacts of the proposed relocation (EDSA Drawing LA 1.01) will be to the southern end of the existing Indigenous Park parking lot. The parking lot is part of a 6.91-acre property known locally as Indigenous Park. The property was transferred from the Department of Interior to the City of Key West with restrictive covenants via quit claim deed dated April 21, 1973. The covenant requires the property to be used as a park and recreation area and that the property shall be used and maintained for the public purposes.

To facilitate realignment of Atlantic Boulevard for transition with the Higgs Beach Park project, the City of Key West is proposing to establish recreational restrictive covenants within the 0.29-acre former right-of-way footprint of the boulevard (Parcel A on attached Legal Description Sketch) in exchange for releasing said covenants within the new 0.07-acre roadway right-of-way (Parcel B). Recreational use of this area (Parcel A) will be consistent with the abutting E.B. Knight (formerly White Street) Pier to the south, Higgs Beach Park to the west and Rest Beach to the east.

Mr. John Barrett Atlantic Boulevard Relocation Page 2

Rest Beach is managed and maintained under a Florida Department of Environmental Protection Conservation Management Plan.

Following approval of this purpose and justification statement, the City is prepared to formally submit required documentation to support the land exchange.

Please contact Jim Bouquet, Director of Engineering (email: <u>jbouquet@cityofkeywest-fl.gov</u>; telephone 305.809.3962), with questions or requests for additional information.

Sincerely,

James K. Scholl

JKScholl

City Manager

Cc: Jim Bouquet, P.E., City of Key West George Wallace, Esq., City of Key West

REC. 536 PAGE 975

21754

QUITCLAIM DEED

FILED FOR RECORD

1973 APR 23 PM 3: 12

EARL R. ADAMS, GLX, GT, GT

VIOLED OF POLICY TO CASE A

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and particularly as amended by Public Law 48 , 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Key West, Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the property described in Exhibit A, attached hereto consisting of approximately 6.91 acres and 0.04 acre drainage easement located in Monroe County, Florida.

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above-described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the City of Key West, Florida.

It is agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

- 1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on July 5, 1972, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
- 2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
- 3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public

recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

- 4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
- 5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
- 6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that

 (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations;

 (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial

enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

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IN WITNESS WHEREOF, the Grantor ha	s caused these presents			
to be executed in its name and on its behalf	this the 21st day of			
, 1973.				
Aca	ITFD STATES OF AMERICA ting by and through the cretary of the Interior			
Thr	rough:			
Sou	bert M. Baker utheast Regional Director reau of Outdoor Recreation			
Starles m. Hours	>			
STATE OF Florida				
STATE OF Florida) ss	•			
COUNTY OF	4 1070 4 2			
on this the 2/ day of Alassubscriber, personally appeared when	, , , , , , , , , , , , , , , , , , , ,			
Bureau of Outdoor Recreation, of the United S	States Department of the Interior,			
a governmental agency of the United States of America, and known to me to be				
the same person described in and who executed the foregoing instrument afore-				
said, as the act and deed of the United States of America, for and on behalf of				
the Secretary of the Interior, duly designate	ed, empowered and authorized so to			
do by said Secretary, and he acknowledged tha	at he executed the foregoing			
instrument for and on behalf of the United St	ates of America, for the purposes			
and uses therein described.	: 4			
	ARY PUBLIC SALA			
My Commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAY 12, 1975 GENERAL INSURANCE UNDERWRITERS, INC.	Committee of the state of the s			

EXHIBIT A

Beginning at the intersection of the easterly property line of White Street and the north edge of Atlantic Boulevard, thence northerly along the easterly property line of White Street 432.5 feet, thence easterly and parallel to Atlantic Boulevard 125 feet; thence southerly and parallel with White Street 60 feet, thence easterly and parallel to Atlantic Boulevard 663.5 feet, thence southerly and parallel to White Street 372.5 feet, thence westerly along the north edge of Atlantic Boulevard 788.5 feet to the point of beginning; the property described being a part of Tract 28 in the City of Key West, Monroe County, Florida, and containing 6.91 acres, more or less.

Beginning at a point on the northwesterly side of Atlantic Boulevard 342.5 feet distant northeasterly from the corner of White Street; thence at right angles and in a southeasterly direction a distance of 3.5 feet; thence at right angles and in a southwesterly direction and parallel with the northwesterly side of Atlantic Boulevard and its prolongation southwesterly a distance of 344.2 feet; thence at right angles and in a southeasterly direction and parallel with the northeasterly side of White Street a distance of 120.0 feet to the outside face of a concrete wall which crosses the end of White Street; thence at right angles and in a southwesterly direction a distance of 5.0 feet; thence at right angles and in a northwesterly direction and parallel with the northeasterly side of White Street a distance of 123.5 feet; thence at right angles and in a northeasterly direction and along the northwesterly side of Atlantic Boulevard and its prolongation southwesterly a distance of 349.2 feet back to the point of beginning, comprising 0.04 acre, more or less.

REE 536 PAGE 981

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

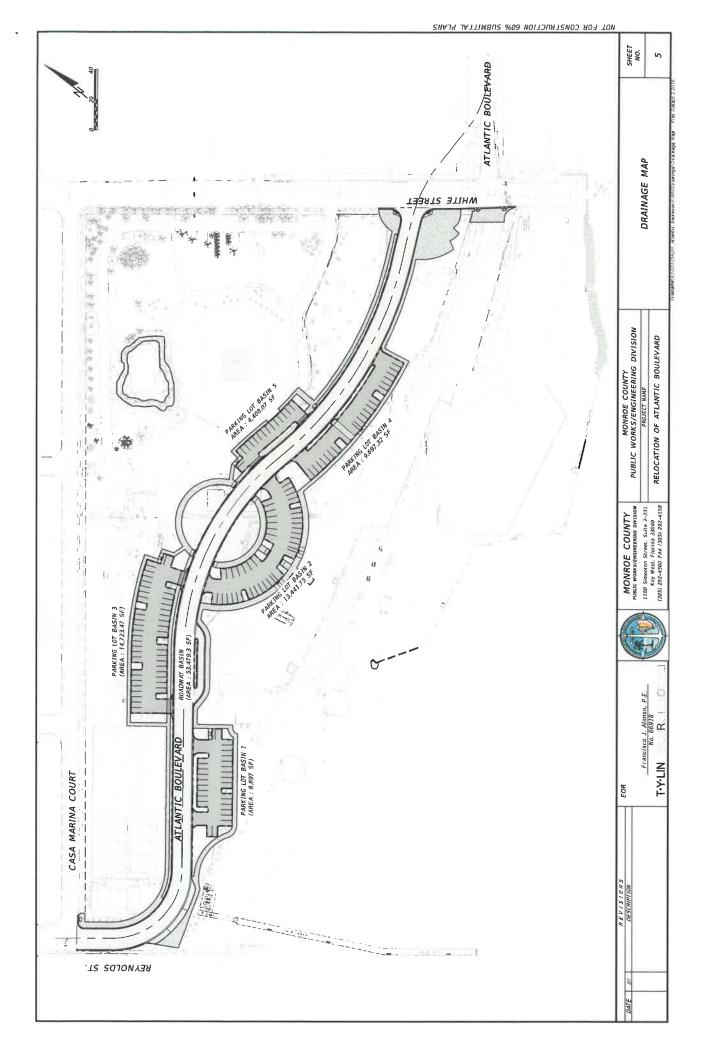
undersigned Officer, personally appeared Charles McCoy, to me known and known to me to be the same person whose name is subscribed on the foregoing ac ptance, who being by me duly sworn, did depose and say that he is the Mayor of the City of Key West, Florida, that he is duly designated, empowered and authorized by a resolution adopted by the City Commission of Key West, Florida, on July 3, 1972, to execute the foregoing acceptance and sign his name thereof; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the City of Key West, Florida, for the purposes and uses therein described.

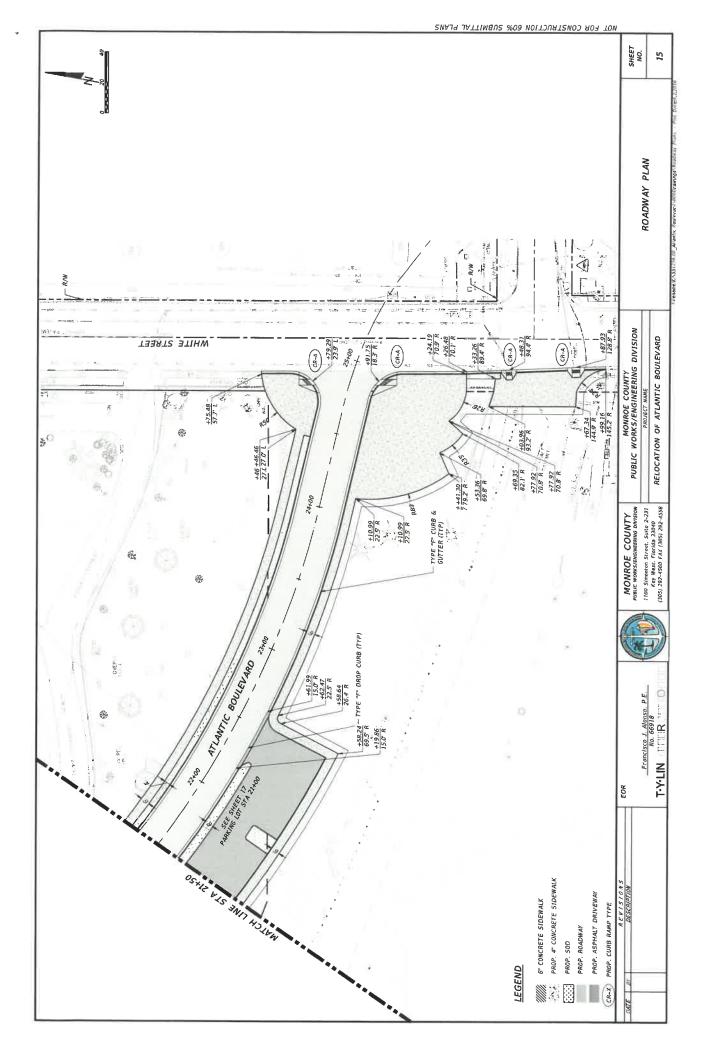
NOTARY PUBLIC

My Commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAY 12, 1975 GENERAL INSURANCE UNDERWRITERS, INC.

TOURS TOURTY, FIGURA

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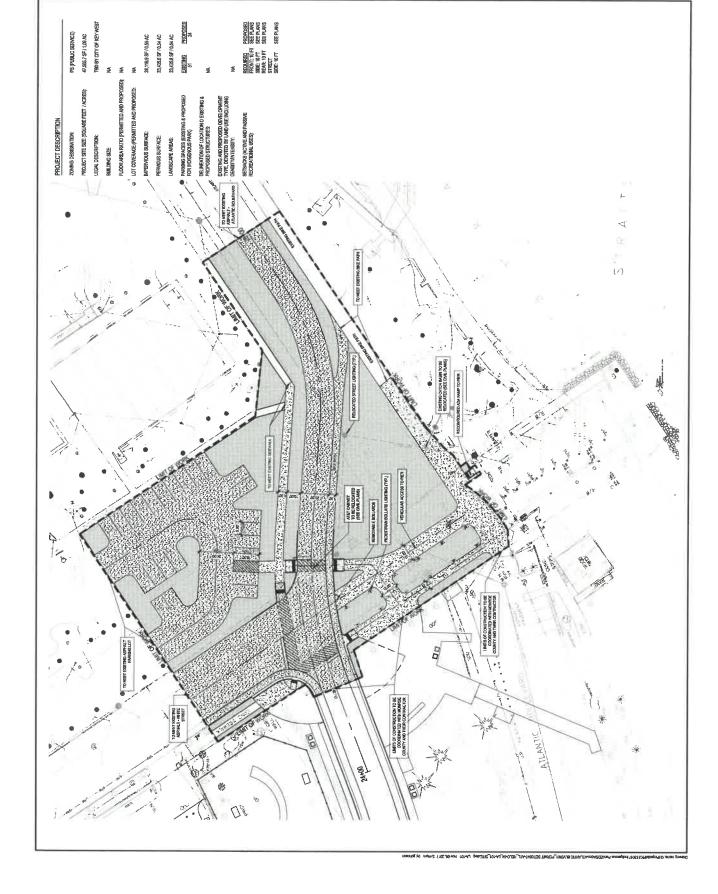


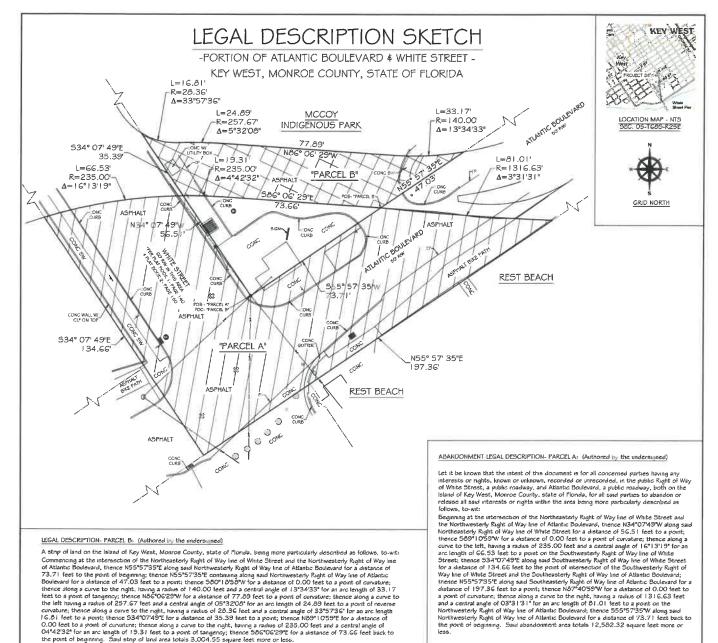


ATLANTIC BLVD, RELOCATION
KEY WEST, FLORIDA

PERMIT SET SUBMITTAL

OVERALL SITE PLAN





LEGAL DESCRIPTION- PARCEL B: (Authored by the understance)

A strip of land on the Island of Key West, Monroe County, state of Florida, being more particularly described as follows, to-wit: A stop of land on the Island of Key West, Monroe County, state of Flonds, being more particularly described as follows, to-wit: Commencing at the intersection of the Northeasterly Right of Way line of White Street and the Northwesterly Right of Way ine of Atlantac Bodievard, thence N55'57'35'E along said Northwesterly Right of Way line of Atlantac Bodievard, thence N55'57'35'E along said Northwesterly Right of Way line of Atlantac Bodievard for a distance of 47.0.3 feet to a point of Lorenta of the Stop of 18.0 feet to a point of constance; thence along a curve to the right, having a radius of 140.00 feet and a central angle of 13'34'33' for an arc length of 33.17 feet to a point of tangency; thence N65'06'02'9M for a distance of 77.09 feet to a point of convature; thence along a curve to the right having a radius of 25.7 67 feet and a central angle of 05'32'06' for an arc length of 24.89 feet to a point of curvature; thence along a curve to the right, having a radius of 28.36 feet and a central angle of 35'30'6' for an arc length 16.81 feet to a point; thence 534'07'49'E for a distance of 35.39 feet to a point; thence 809'10'59'E for a distance of 0.00 feet to a point of curvature; thence along a curve to the right, having a radius of 28.30 feet and a central angle of 0.44'23'26' for an arc length of 19.31 feet to a point of curvature; thence along a curve to the right, having a radius of 28.30 feet and a central angle of 0.44'23'26' for an arc length of 19.31 feet to a point of the poin

LEGEND 1"=20" € - SANITARY MANHOLE - CATCH BASIN - CONCRETE BOLLARD - SIGN - CONCRETE UTILITY POLE O - WOOD UTILITY POLE "PARCEL A" TOTAL AREA = 12,582.32 SQFT± - GUY WIRE "PARCEL B" TOTAL AREA = $3,004.55 \text{ SQFT} \pm$

CERTIFIED TO -

0

15"

NOTE FOARDATIONS DESCRIPT THE SUPPLICE RELIEF HOPALIST DESCRIPTS DESCRIPTIONS DESCRIPTORS DESCRIPTORS

FOR THIS SLIRUEY, THE APPARE				
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CHECKED BY: EAI		ľ		
JOB NO.:	-	7-27	70	
				_



FLORIDA KEYS LAND SURVEYING 19960 OVERSEAS HIGHWAY SUGARLOAF KEY, FL 33042 PHONE: (305) 394-3690 FAX: (305) 509-7373 EMAIL: FKLSemail@Gmail.com

SURVEYOR NOTES

- HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 3/2011), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE (0901).
- (TRANSVERSE MERCATOR PROJECTION), EAST ZONE (0901).

 CODEDINATES WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GNSS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY, RELATIVE TO THE NEAREST CONTROL POINT WITHIN THE NATIONAL GEODETIC SURVEY (NGS) GEODETIC CONTROL RETWORK, METHOD: WIDE AREA CONTINUOUSLY OPERATING GPS REFERENCE STATION NETWORK (TRIMBLE VRS).

 ANGLES DEPICTED ARE 30 DECRETES UNLESS OTHERWISE INDICATED.

 ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.

 THE LEGAL DESCRIPTIONS SHOWN HEREON WERE AUTHORED BY THE UNDERSIGNED.

 THIS IS NOT A BOUNDARY SURVEY, ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR INFORMATIONAL TURPOSES ONLY. AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY, NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECOVERED BOUNDARY INFORMATION AND OCCUPATIONAL UNESS.

- LINES
 ADDRESS: ATLANTIC BOULEVARD & WHITE STREET, KEY WEST, FL 33040.
 THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD
 EVIDENCE. THE SURVEYOR MAKES NO GUARANTIES THAT THE UNDERGROUND
 UTILITIES SHOWN HEREON ENCOMPASS ALL SUCH UTILITIES IN THE AREA, EITHER IN
 SERVICE OR ABANDONED. FURTHERMORE THE SURVEYOR DOES NOT WARRANT THAT
 THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED
 ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE
 FROM THE EVIDENCE AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE
 UNDERGROUND UTILITIES.
 THE FIELD WORK WAS COMPLETED BETWEEN AUGUST 15, 2017 & AUGUST 26, 2017.