OROPEZA STONES CARDENAS
ATTORNEYS AT LAW

GREGORY S. OROPEZA | ADELE VIRGINIA STONES | SUSAN M. CARDENAS

VIA ELECTRONIC MAIL
JJOHNSON@EDSAPLAN.COM

February 7, 2018

Joel S. Johnson
EDSA
1512 E. Broward Boulevard, Suite 100
Fort Lauderdale, Florida 33301

RE: City of Key West Atlantic Boulevard and White Street Intersection Right of Way:

Mr. Johnson,

Our office was engaged to perform a title search on a portion of public right of way located at the intersection of White Street and Atlantic Boulevard, located in Key West, Florida. For reference, I have attached as Exhibit A in the cross hatched depiction, the area examined, which will be referred to as the "Property". For purposes of the analysis herein, I have further cross-hatched a portion of the Property in Exhibit B which is attached hereto and incorporated herein. The area in Exhibit B represents a portion of White Street Pier which was conveyed to the City of Key West as follows pursuant to examined documents in the ordinary course of title examination:

- The United States of America conveyed any and all interest to the portion of real property depicted in Exhibit B, inclusive of the area commonly referred to as White Street Pier. This 1974 conveyance by the federal government conveyed any and all interest to the City of Key West, a copy of the conveyance is included as Exhibit C.[1]

- In 1991 the Florida Department of Transportation assigned and conveyed its rights, title and interest to the real property depicted in Exhibit B to Monroe County, Florida who immediately thereafter conveyed all of its rights, title and interest in the real property depicted in Exhibit B to the City of Key West, Florida. The conveyance documents referenced in this paragraph, are attached as composite Exhibit D.

As to the remaining portion of the Property, based upon information provided by Monroe County, the Property was transferred from the Florida Department of Revenue to Monroe County. Attached as Exhibit E is the State Secondary Road System Maintenance Agreement ("Road Agreement"). The reference in the exhibit to the Road Agreement to "Streets in Key West" is the purported description which would encompass the road ways which are part of the Property.

The undersigned has not located any documents transferring the road maintenance and ownership from the County to the City of Key West, however it is the undersigned's understanding based on discussions with

[1] The property conveyed in this document conveyed roughly 6 acres of land in the White Street Pier vicinity, including certain portions of land commonly known as Astro City Park and the White Street Pier Dog Park.

government officials, that the County at some point following the 1973 FDOT transfer to the County evidenced in Exhibit E, conveyed its interest to the City. Such a document, if in existence would be outside the customary chain of title[2] documentation and therefore from the records obtainable at present time, apparent title to the remainder of the Property is vested with Monroe County.

It is the undersigned's understanding that the City of Key West is desirous of taking title to the subject Property and therefore if the chain of title as set forth in the ordinary course of title examination depicts Monroe County Ownership, then to properly reflect the chain of title, a quit claim deed should be executed by Monroe County, in favor of the City of Key West.

For informational purposes only, during the course of examination of public records, an easement in favor of the City of Key West, recorded in Official Records Book 167, Page 327 Public Records of Monroe County, Florida, a copy of which is attached as Exhibit F provided for a utility easement benefiting the City of Key West. It appears such easement provided access and support to a storm water drainage easement related to White Street pier. This easement will merge with the City's fee ownership, upon title vesting in the name of the City.

Sincerely,

Gregory S. Oropeza, Esq.

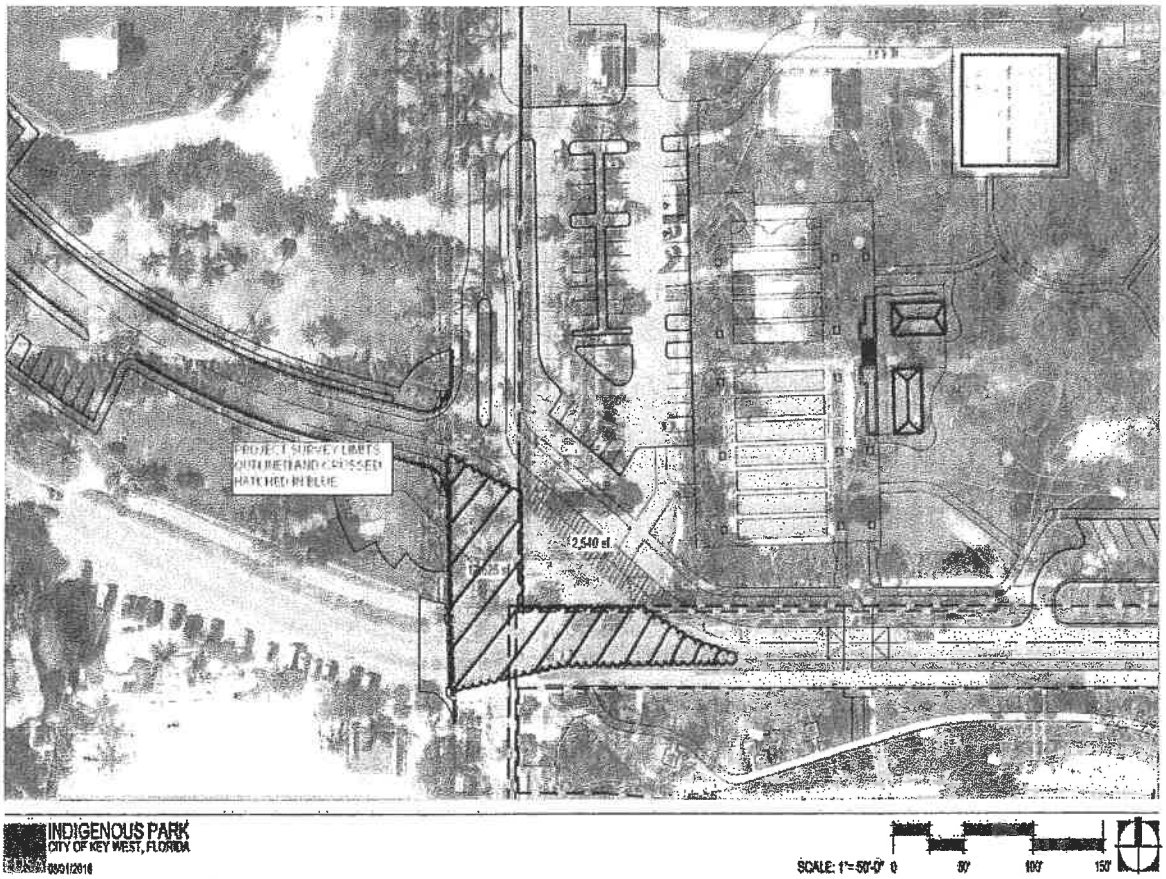
Enc.
CC: City of Key West Engineering Department

[2] The undersigned examined documents both within the ordinary title examination documents and without including, but not limited to the State of Florida public archives, Monroe County Library Public Archives and Monroe County Clerk Non-Recorded Public Records.

EXHIBIT A

FLORIDA KEYS LAND SURVEYING

19960 OVERSEAS HIGHWAY, SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3690
EMAIL : FKLSemail@gmail.com
www.floridakeyslandsurveying.net

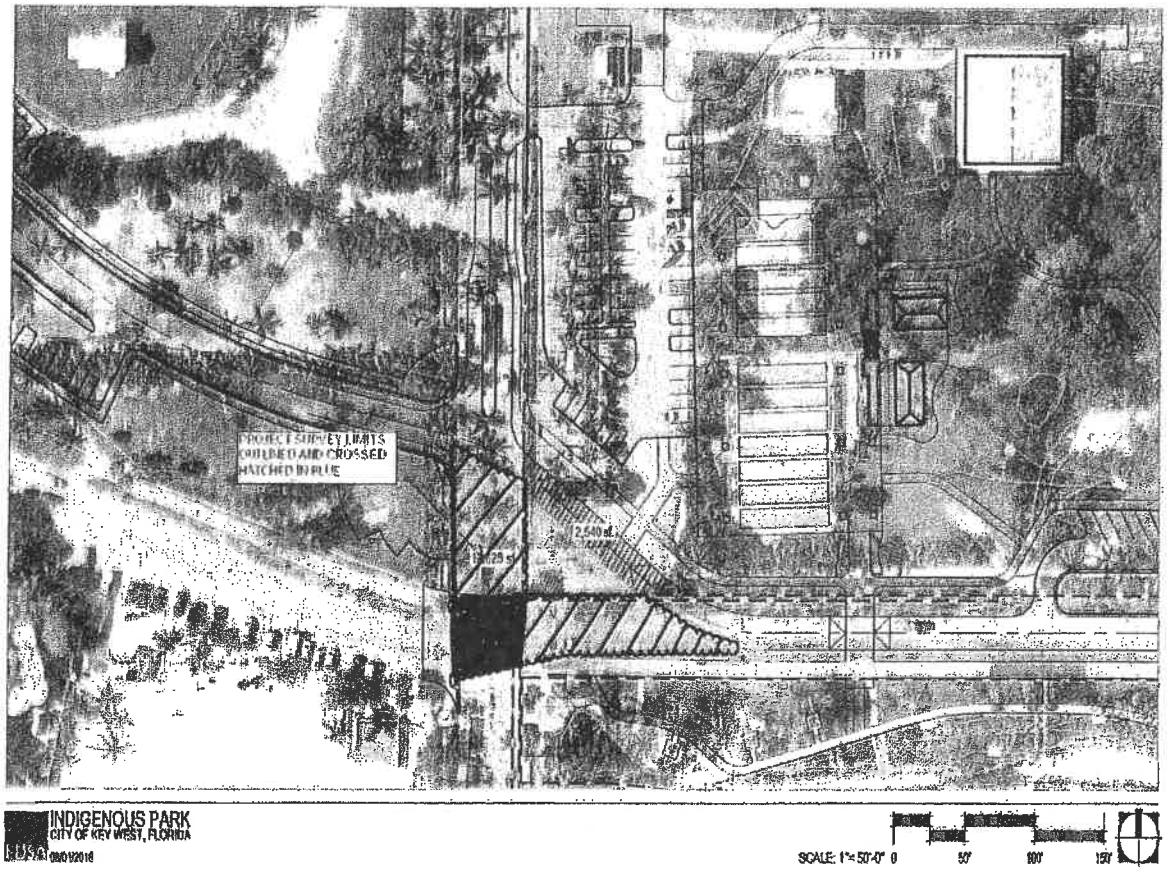


This proposal is valid for 90 days from the date above. If this proposal is not executed by both parties within this time period, the proposal is subject to revisions and/or withdrawal at Florida Keys Land Surveying's discretion.

EXHIBIT B

FLORIDA KEYS LAND SURVEYING

19960 OVERSEAS HIGHWAY, SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3690
EMAIL : FKLSemail@gmail.com
www.floridakeyslandsurveying.net



This proposal is valid for 90 days from the date above. If this proposal is not executed by both parties within this time period, the proposal is subject to revisions and/or withdrawal at Florida Keys Land Surveying's discretion.

EXHIBIT C

Prepared by: United States of America

FILED FOR RECORD
1983 APR 23 PM 3:12
CARL S. KOHN, CLK. CT. CT.
MONROE COUNTY, FLORIDA

21751

QUITCLAIM DEED

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 3, 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 each agreement 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.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 21st day of April, 1973.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

Through:

Robert M. Baker
Southeast Regional Director
Bureau of Outdoor Recreation

By [signature]

WITNESSES:
[signature]
[signature]

STATE OF Florida }
COUNTY OF _____ } ss

On this the 21 day of April, 1973, before me, the subscriber, personally appeared Robert M. Baker, Bureau of Outdoor Recreation, of the United 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 aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

[signature]
NOTARY PUBLIC

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

EXHIBIT A

Beginning at the intersection of the westerly property line of White Street and the north edge of Atlantic Boulevard, thence northerly along the westerly property line of White Street 492.5 feet; thence easterly and parallel to Atlantic Boulevard 123 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 242.5 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 3.0 feet; thence at right angles and in a northeasterly 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, containing 0.94 acre, more or less.

OFF REC 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.

CITY OF KEY WEST, FLORIDA

By _____
Charles McCoy

Mayor
(Title)

STATE OF Florida)
) ss
COUNTY OF _____)

On this 21st day of April, 1973, before me, the undersigned Officer, personally appeared Charles McCoy, to me known and known to be to be the same person whose name is subscribed on the foregoing acceptance, 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 15, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS, INC.

21751

ss

6

EXHIBIT D

699123 REC 181 PG 0584

Prepared under the Supervision of:

_____, Attorney

Florida Department of
Transportation - District Six
1000 N.W. 11th Avenue
Miami, Florida 33172

COUNTY : Monroe
KEY : Key West
STATE ROAD : White St Pier

NC

PUBLIC PURPOSE QUITCLAIM DEED

THIS INDENTURE, made this 25th day of February, 1991, by and between the State of Florida, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as the Party of the First Part and MONROE COUNTY the Party of the Second Part.

WITNESSETH

WHEREAS, the hereinafter described property held by the Department of Transportation is no longer used or needed and the District Secretary of District VI of the Department of Transportation has approved conveyance to the Grantee without consideration, to be used solely for public purpose, pursuant to the provisions of Section 337.25(3), Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party (Parties) of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and appurtenances thereof unto the Party (Parties) of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the Party (Parties) of the Second Part hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary and its seal to be hereunto affixed, attested by its District Executive Secretary, on the date first above written.

FILED FOR RECORD
91 MAR 26 AM 9:40

699123 RB 1181 PG 0585

COUNTY : Monroe
KEY : Key West
STATE ROAD NO.: White St. Pier

Signed, sealed and delivered in our presence

1. [signature]
2. [signature]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [signature]
Charles W. Baldwin Jr., P.E.
District Secretary
District VI

1. [signature]
2. [signature]

Attest: [signature]
District Executive Secretary

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared, CHARLES W. BALDWIN, JR. P.E. District Secretary, District VI and L. ALVAREZ District Executive Secretary of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, an they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 25th day of FEBRUARY, 19 91.

(NOTARIAL SEAL)

[signature]
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 4,1992
BONDED THRU GENERAL INS. UND.

699123 REC 1181 PG 0586

COUNTY : Monroe
KEY : Key West
STATE ROAD NO.: White Street Pier

EXHIBIT "A"

That part of the submerged lands, sand bars, fills, islands and other land over and on the Straits of Florida on the Southeasterly extension of White Street in the City of Key West, Monroe County; beginning at the Southeasterly extension of the center line of White Street at the intersection of the existing seawall; thence Southwesterly at right angles to the center line of White Street extended along the seawall 35 feet; thence Southeasterly parallel to and 35 feet from the center line of White Street extended 150 feet; thence Southwesterly 15.37 feet at an angle of 102°37' along the existing seawall; thence Southeasterly parallel to and 50 feet from the center line of White Street extended 674.36 feet; thence Southwesterly at right angles to the center line of White Street extended 138 feet; thence Southeasterly parallel to the center line of White Street extended 196 feet; thence Northeasterly at right angles to the center line of White Street extended 238 feet; thence Northwesterly parallel and 50 feet from the center line of White Street extended 868 feet; thence Northwesterly 155 feet more or less to a point on the mean high water line, said print being 35 feet Northeasterly of when measured at right angles to the center line of White Street extended; thence Southwesterly along said mean high water line and the existing seawall to the POINT OF BEGINNING; containing 0.90 acre, more or less.

AND

BEGINNING at the intersection of the Northeasterly Right of Way Line of White Street (50 foot R/W) and the Northwesterly Right of Way Line of the Atlantic Boulevard (50 foot R/W) on the Island of Key West, run Northeasterly along the said Northwesterly Right of Way Line of Atlantic Boulevard a distance of 10 feet; thence Southeasterly along a line 35 feet Northeasterly of and parallel to the center line of White Street a distance of 125 feet more or less to a point on the mean high water line on the Straits of Florida,

continued

699123 RE 1181 PG 0587

COUNTY: : Monroe
KEY : Key West
STATE ROAD NO.: White Street Pier

EXHIBIT "A" continued

said Point (for the purposes of this deed) to be known as Point "A"; thence from the POINT OF BEGINNING, run Southwesterly along the Southwesterly extension of the Northwesterly Right of Way Line of Atlantic Boulevard, a distance of 60 feet more or less to a point on a line 35 feet Southwesterly of and parallel to the center line of White Street; thence Southeasterly along said parallel line a distance of 125 feet more or less to a point on the mean high water line of the Straits of Florida; thence meander Northeasterly along the mean high water line of the Straits of Florida to the aforesaid Point "A". Less: that portion of the above described parcel which lies Southeasterly of the Southwesterly projection of the Southeasterly Right of Way Line of said Atlantic Boulevard.

This instrument prepared and
legal description approved
Date: February 11, 1991
By: Jens C. Henriksen
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Recorded in Official Records Book
in Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

719774 OFF REC 199 PAGE 1049

Monroe County Commission

FILED FOR RECORD

'91 AUG 29 [illegible]

254350
C

RESOLUTION NO. 271-1991

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED CONVEYING THE INTEREST OF MONROE COUNTY IN THE WHITE STREET PIER TO THE CITY OF KEY WEST.

WHEREAS, on February 25, 1991, the State of Florida Department of Transportation executed a Public Purpose Quitclaim Deed conveying property to Monroe County, and

WHEREAS, said conveyance granted to Monroe County the title to the submerged lands, sand bars, fills, islands and other land over and on the Straits of Florida, on the Southeasterly extension of White Street in the City of Key West, and thus transfers title to the County of the structure generally known as White Street Pier, and

WHEREAS, it has been determined that the City of Key West is desirous of accepting a Quitclaim Deed to said property from Monroe County, and

WHEREAS, the County has determined that continued possession and title to White Street Pier and the underlying lands, submerged or otherwise, does not further any public purpose for the County, now, therefore,

FILED FOR RECORD

SE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

1. That the Mayor of the Board of County Commissioners of Monroe County, Florida, is authorized to execute a deed conveying

such title as was conferred upon the County by a deed dated February 24, 1991, received from the State of Florida Department of Transportation, to the City of Key West.

2. That the Clerk of said Board is hereby directed to forward a certified copy of the Resolution and the original of the Deed executed hereunder to the City Manager for Key West.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 7th day of August, 1991.

Mayor Harvey	Yes
Mayor Pro Tem London	Yes
Commissioner Cheal	Yes
Commissioner Jones	Yes
Commissioner Stormont	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor/Chairman

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BY: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
Attorney's Office

Date 7/23/91

719774 REC 199 PAGE 1051

Prepared by:
Suzanne A. Hutton
Assistant County Attorney
for Monroe County
Florida Bar No. 336122
310 Fleming Street, Rm. 29
Key West, Florida 33040

COUNTY :Monroe
CITY :Key West
PROPERTY :White St. Pier

PUBLIC PURPOSE QUITCLAIM DEED

THIS INDENTURE, made this 7th day of August, 1991, by and between the County of Monroe, as the Party of the First Part, and the City of Key West, the Party of the Second Part.

WITNESSETH

WHEREAS, the hereinafter described property held by Monroe County is not used or needed, and the Board of County Commissioners of Monroe County, Florida, has approved conveyance to the Grantee without consideration, to be used solely for public purpose, pursuant to the provisions of Section 337.25(3), Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party (Parties) of the Second Part, and assigns, forever, all the right, title and interest of the County of Monroe to the property described on Exhibit "A," attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and appurtenances thereof unto the Party (Parties) of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the Party (Parties) of the Second Part hereunder and herein assumes.

IN WITNESS WHEREOF, the County of Monroe has caused these presents to be signed in its name by the Mayor of the Board of County Commissioners and its seal to be hereunto affixed, attested by the Clerk of the Circuit Court for the Sixteenth Judicial Circuit/Clerk of the Board, on the date first above written.

719774 OR BK 199 PG 1052

COUNTY : Monroe
CITY : Key West
PROPERTY : White St. Pier

Signed, sealed and delivered in our presence

1. Rose McVeigh
2. Beth L. Leto

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY: Wilhelmina G. Harvey
Wilhelmina G. Harvey
Mayor/Chairman

1.
2.

(SEAL)
Attest:

BY:
Danny L. Kolhage, Clerk

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28th day of August, 1991, by Wilhelmina G. Harvey, Mayor/Chairman of the Board of County Commissioners of Monroe County, Florida.

NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires June 24, 1995
Bonded Thru Troy Fain - Insurance Inc.

719774 OFF. REC. 199 PAGE 1053

COUNTY : Monroe
KEY : Key West
STATE ROAD NO. : White Street Pier

EXHIBIT "A"

That part of the submerged lands, sand bars, fills, islands and other land over and on the Straits of Florida on the Southeasterly extension of White Street in the City of Key West, Monroe County; beginning at the Southeasterly extension of the center line of White Street at the intersection of the existing seawall; thence Southwesterly at right angles to the center line of White Street extended along the seawall 35 feet; thence Southeasterly parallel to and 35 feet from the center line of White Street extended 150 feet; thence Southwesterly 15.37 feet at an angle of 102°37' along the existing seawall; thence Southeasterly parallel to and 50 feet from the center line of White Street extended 674.36 feet; thence Southwesterly at right angles to the center line of White Street extended 130 feet; thence Southeasterly parallel to the center line of White Street extended 196 feet; thence Northeasterly at right angles to the center line of White Street extended 238 feet; thence Northwesterly parallel and 50 feet from the center line of White Street extended 868 feet; thence Northwesterly 155 feet more or less to a point on the mean high water line, said point being 35 feet Northeasterly of when measured at right angles to the center line of White Street extended; thence Southwesterly along said mean high water line and the existing seawall to the POINT OF BEGINNING, containing 0.90 acre, more or less.

AND

BEGINNING at the intersection of the Northeasterly Right of Way Line of White Street (50 foot R/W) and the Northwesterly Right of Way Line of the Atlantic Boulevard (50 foot R/W) on the Island of Key West, run Northeasterly along the said Northwesterly Right of Way Line of Atlantic Boulevard a distance of 10 feet; thence Southeasterly along a line 35 feet Northeasterly of and parallel to the center line of White Street a distance of 125 feet more or less to a point on the mean high water line on the Straits of Florida,

continued

719774 OR Rec 199 PAGE 1054

COUNTY: : Monroe
KEY : Key West
STATE ROAD NO.: White Streeet Pier

EXHIBIT "A" continued

said Point (for the purposes of this deed) to be known as Point "A"; thence from the POINT OF BEGINNING, run Southwesterly along the Southwesterly extension of the Northwesterly Right of Way Line of Atlantic Boulevard, a distance of 60 feet more or less to a Point on a line 35 feet Southwesterly of and parallel to the center line of White Street; thence Southeasterly along said parallel line a distance of 125 feet more or less to a point on the mean high water line of the Straits of Florida; thence meander Northeasterly along the mean high water line of the Straits of Florida to the aforesaid Point "A". Less: that portion of the above described parcel which lies Southeasterly of the Southwesterly projection of the Southeasterly Right of Way Line of Said Atlantic Boulevard.

This instrument prepared and
legal description approved
By: Suzanne A. Hutton
Assistant County Attorney
MONROE COUNTY, FLORIDA

Recorded in Official Records Book
in Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

EXHIBIT E

Post Office Box 22830
Fort Lauderdale, Florida 33315

September 28, 1971

Mr. Harry Harris
Mayor
Monroe County
Courthouse
Key West, Florida 33040

Subject: Maintenance Agreement for Secondary Road System, Monroe County (County Maintained) and Federal Aid Secondary System (County Maintained)

Dear Mr. Harris:

Attached are the fully executed copies of the above captioned agreements providing for the assumption of maintenance by Monroe County on all roads presently on the State Secondary System, together with those roads listed on Exhibit 'A', a copy of which is attached, and those following the completion of the construction of said roads.

If we can be of any further assistance, please advise.

Very truly yours,

Arnold Ramos, District Engineer

By: C. C. Darrett, Jr., District PDMS Engineer

AR:CCB:dp
Attachments

CC: Mr. R. A. Johnson, Deputy District Engineer
Mr. H. C. Chandler, Sr., District Maintenance Engineer
Mr. Paul E. Sawyer, County Attorney
Mr. Earl R. Adams, Clerk of the Circuit Court

FORM 152-11
9-71

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
State Secondary Road System
MAINTENANCE AGREEMENT
(COUNTY MAINTAINED)

THIS AGREEMENT, made this 22nd day of September, 19 71, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "Department", and the COUNTY OF MONROE, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County";

WITNESSETH:

WHEREAS, the 1971 Session of the Florida Legislature through House Bill 1681 amended Section 206.60 (2)(b), to provide for the return to the counties of that portion of the seventh cent gas tax which presently goes to the Department and assigned the responsibility for maintaining roads in the Secondary Road System to the counties; and

WHEREAS, Florida Statutes 335.041 requires that the maintenance of the roads, streets or highways and municipal connecting links constructed or reconstructed with funds accruing to the Division of Road Operations of the Department for use in the various counties from the fifth, sixth and seventh cent gasoline tax funds, shall be determined by a cooperative agreement between the boards of county commissioners and the Division of Road Operations; and

WHEREAS, the Board of County Commissioners has, by proper resolution designated the roads, highways, and municipal connecting links and extensions thereof, and city streets listed on Exhibit "A" attached hereto and made a part hereof for construction or reconstruction from gasoline tax funds accruing to the Department of Transportation under Section 9, Article 12, of the State Constitution; and

WHEREAS, the County is desirous of assuming the maintenance of all roads presently on the State Secondary System together with those roads listed on Exhibit "A" attached hereto following the completion of construction of said roads;

NOW, THEREFORE, for and in consideration of the premises and of the mutual benefits to accrue to each of the parties hereto, it is mutually agreed by and between the parties as follows:

1. Following the completion of construction of the roads listed on Exhibit "A", the Department shall remove said roads from the State Secondary System and maintenance of such roads shall be assumed by the County as a part of the County System. All other roads presently on the State Secondary System within MONROE County shall be removed from the State Secondary System by the Department on October 1, 1971, and the County shall assume maintenance thereof as a part of the County System.

Prepared by: State of Florida Department of Transportation, Haydon Burns Building, Tallahassee, Florida 32304

2. The Department covenants and agrees that it will hold the title to the right-of-way for all secondary roads herein agreed to be maintained by the County in trust for the use and benefit of the County so long as the County shall maintain said roads in accordance with this Agreement; provided, however, that in the event the County shall cease to maintain said roads or abandon the same, then and in that event, the clear and unencumbered title to said rights-of-way shall revert to the State of Florida for the use and benefit of the Division of Road Operations of the State of Florida Department of Transportation and its successors and assigns. The County does by this Agreement acknowledge that the State of Florida for the use and benefit of the Division of Road Operations is the owner of the fee title to all lands lying within the right-of-way limits of said roads and that upon cessation of maintenance or the abandonment of any portions of said roads it shall turn over said portions so abandoned or not maintained to said Division of Road Operations free from all encumbrances whatsoever.

3. The County covenants and agrees that the roads so placed on the County System in accordance with Paragraph 1 thereof shall be numbered and marked in accordance with a uniform numbering system designated by the Department of Transportation.

4. As a part of the consideration for this Agreement the County covenants and agrees that it will save and hold harmless and indemnify the Department from all claims and liabilities of whatever nature whatsoever arising out of or because of any act or omission of the County. It is understood that this indemnity provision does not include any indemnity for the Department against the negligence of the Department.

IN WITNESS WHEREOF, the parties have, hereunto, caused these presents to be signed by their duly authorized officers this the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Tom Webb
Director of Administration

ATTEST: Carolyn Sanchez (SEAL)
Executive Secretary

MONROE COUNTY, STATE OF FLORIDA

BY: [illegible]
Chairman, Board of County Commissioners

ATTEST: [illegible] (SEAL)
Clerk, as ex officio
Secretary to the Board of
County Commissioners

Approved:
Director of Road Operations

J.W.B. 9/13/71
(Initials) (Date)

Approved as to form, legality and execution,
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

[illegible]
Assistant Attorney

STATE OF FLORIDA
COUNTY OF LEON

Before me, the undersigned officer duly authorized to take oaths and acknowledgments in the state and county aforesaid, personally appeared Tom B. Webb, Jr. and Carolyn Scarlett, known to me to be the Director of Administration and Executive Secretary respectively of the State of Florida Department of Transportation, and they acknowledged to and before me that they executed the above and foregoing instrument for the purposes therein stated and that said Executive Secretary affixed thereunto the seal of said Department of Transportation.

Notary Public
State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 19, 1973
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF MONROE

Before me, the undersigned officer duly authorized to take oaths and acknowledgments, personally appeared Harry Harris and Earl R. Adams, known to me to be the Chairman of the Board of County Commissioners of MONROE County and the Clerk of the Circuit Court of MONROE County, who acknowledged to and before me that they executed the above and foregoing instrument for the purposes therein stated and that said Clerk of the Circuit Court thereunto affixed this official seal.

Notary Public
State of Florida at Large
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 13, 19
BONDED THRU FRED W. DIELEMAN

FLORIDA DEPARTMENT OF TRANSPORTATION

SECONDARY ROAD SYSTEM

MONROE COUNTY

ıd	Road Number	Reference	Description
			Streets in Key West
	S-939-A Part		Roads in Saddle Bunch Keys Part
			Roads on Conch Key
			Roads on Ramrod Key
			Streets and Roads on Plantation Key and Upper Matecumbe Key
			Streets and Roads on Key Largo
			Streets and Roads on Cross Key
			Roads and Streets on Long Key
			Streets and Roads on Duck Key
	S-905-A		Card Sound Road-Dade County Line to Steamboat Creek
	S-AlA		Roosevelt Blvd. in Key West
	S-905		SR 5 on Key Largo NE and N. to Dade County Line
	S-940		Roads on Big Pine Key, No Name Key, Spanish Harbor Key
	S-939		SR 5 at Perkey V. Pirates Cove to SR 5 on Sugar Loaf Key Also, Leg/SR S-939-A/ to Sugar Loaf Creek

e County

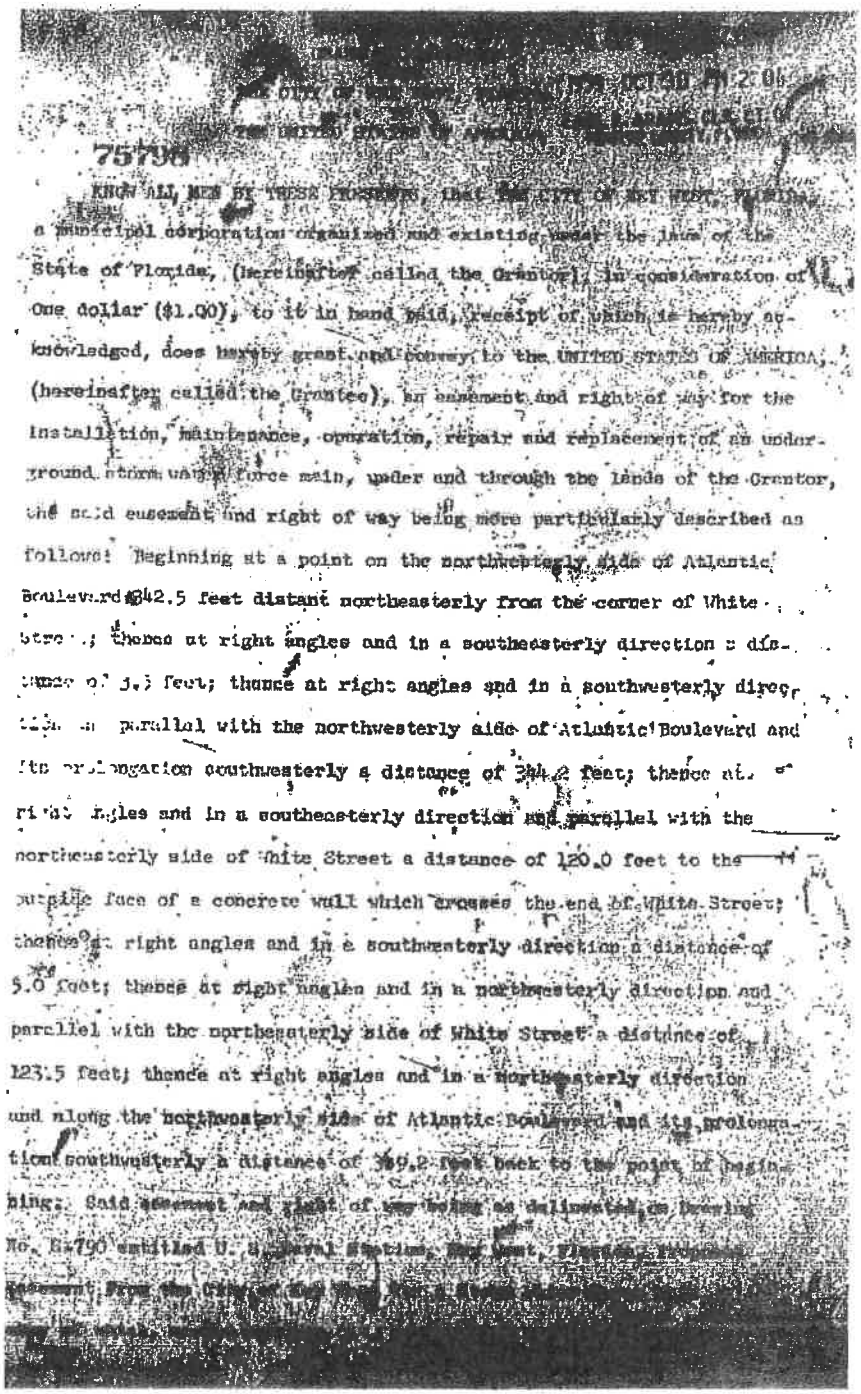
And on	Road Number	Reference	Description
)	S-941 Part		Roads on Stock Island to Big Coppitt Key and Boca Chica Key
)			Rockland Key and Raccoon Key
)	S-931		Roads and Streets on Key Vaca
)	S-5A	90010	Flagler St. in Key West - 1st Street to Roosevelt Blvd. and 1 st Connection
0			
0	S-905		S. end Lower Matecumbe Key to Key Largo
0	S-942		Summerland Key-SR 5 to Crab Key Also Leg from SR 5 to SR S-942
0			Roads on Cudjo Key
0			Roads on Shelter Key, Grassy Key, Fat Deer Key, Crawl Key
0			Roads on Little, Middle and Big Torch Keys

"✓" Indicates Federal Aid Secondary System

EXHIBIT F

OR 167/327

103059



[illegible] 2 06

[illegible] THE UNITED STATES OF AMERICA [illegible]

75798

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF KEY WEST, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter called the Grantor), in consideration of One dollar ($1.00), to it in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey to the UNITED STATES OF AMERICA, (hereinafter called the Grantee), an easement and right of way for the installation, maintenance, operation, repair and replacement of an underground storm water force main, under and through the lands of the Grantor, the said easement and right of way being more particularly described as follows: 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. Said easement and right of way being as delineated on Drawing No. S-790 entitled U. S. Naval Station, Key West, Florida, Proposed Easement From the City of Key West [illegible]

187 mc 327

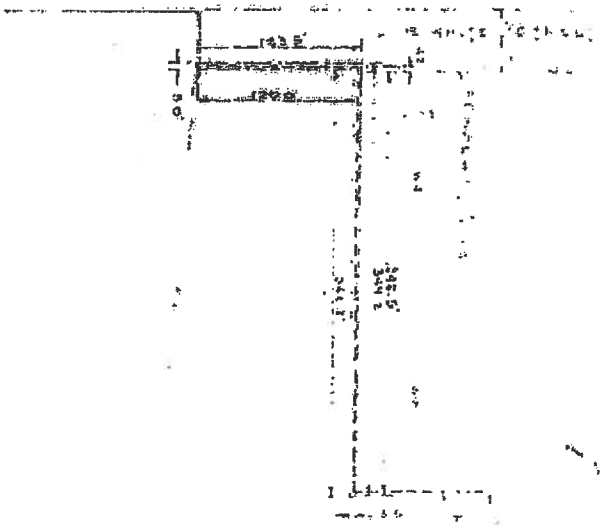
GRANT OF EASEMENT
FROM
THE CITY OF KEY WEST, FLORIDA
TO
THE UNITED STATES OF AMERICA

FILED FOR RECORD
1959 OCT 30 PM 2:0
EARL R. ADAMS, CLK. CT. CT.
MONROE COUNTY, FLORIDA

75798

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF KEY WEST, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter called the Grantor), in consideration of [illegible] ($1.00), to it in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey to the UNITED STATES OF AMERICA, (hereinafter called the Grantee), an easement and right of way for the location, construction, maintenance, operation, repair and replacement of an underground storm water force main, under and through the lands of the Grantor, said easement and right of way being more particularly described as follows: Beginning at a point on the northwesterly side of Atlantic Boulevard 349.2 feet distant northeasterly from the corner of White Street and Atlantic Boulevard; thence at right angles and in a southeasterly direction [illegible] feet; thence at right angles and in a southwesterly direction parallel with the northwesterly side of Atlantic Boulevard 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; thence at right angles of a concrete wall which crosses the end of White Street; thence at right angles and in a southwesterly direction a distance of [illegible] feet; thence at right angles and in a northwesterly direction and parallel with the northeasterly side of White Street a distance of [illegible] 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. Said easement and right of way being as delineated on Drawing No. 147-0 entitled U. S. Naval Station, Key West, Florida, Proposed Easement From the City of Key West for a Storm Water Force Main, a

[redacted]



TO HAVE AND TO HOLD the above [illegible] easement unto the United States of America, its successors and assigns so long as the said land shall be used for the purposes aforesaid.

As further consideration of this grant, the Grantee agrees that upon completion of the construction and installation of the aforesaid storm water force main, it will restore the land to the same or as good condition as existed prior to the commencement of the construction thereon, and will repair and replace any existing utility lines which may be damaged or require replacement as a result of the said construction.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this easement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this easement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed and its official seal to be hereto affixed by its proper officers, thereunto duly authorized this the 15th day of June 1959.

(Corporate Seal)

THE CITY OF KEY WEST, FLORIDA

By [signature]
Title: Mayor

Attest: [signature]
City Clerk

Signed, Sealed and Delivered in Our Presence:

[signature]

[signature]

STATE OF FLORIDA)
COUNTY OF [illegible])

described in and who executed the foregoing grant of easement to the United States of America and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

IN WITNESS my signature and official seal at Key West in the County of Monroe and State of Florida the day and year last aforesaid.

Notary Public, State of Florida at Large
My commission expires Dec. 16, 1957
Bonded by Aetna, Bonding & Insurance Co.

WHC
10/14/57

Book 157 Page 131

Resolution No. 1720

BE IT RESOLVED by the City Commission of the City of Key West, Florida

That the action taken by The City of Key West, Florida at its regular meeting in City Hall on the 16th day of June, 1959 authorizing and directing the Mayor of The City of Key West, Florida to execute and the City Clerk of The City of Key West, Florida to attest the signature of said Mayor in the Grant of Easement From The City of Key West, Florida to the United States of America, copy of which said Grant of Easement is attached hereto and made a part hereof be and the same is hereby adopted and approved.

Passed and adopted by the City Commission at a meeting held this 20th day of July, A. D. 1959.

/s/ Wm. Wells Cobb
Mayor

ATTEST:

/s/ Victor Lowe
City Clerk

75798

RECORDED IN OFFICIAL RECORDS OF MONROE COUNTY, FLA.
EARL R. ADAMS
CLERK OF CIRCUIT COURT
RECORD VERIFIED

STATE OF FLORIDA
SS
COUNTY OF MONROE

I, Victor Lowe, duly appointed and acting City Clerk of the City of Key West, Florida, do hereby certify the foregoing to be a true and correct copy of Resolution No. 1720 passed and adopted by the City Commission of the City of Key West, Florida, on the 20th day of July, A. D. 1959.

Dated at Key West, Florida, this 22nd day of July, A. D. 1959.