

This Instrument Prepared By:  
Tiana D. Brown  
Action No. 40855  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 42347  
BOT FILE NO. 440355785

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to City of Key West, Florida hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in  
Section 31, Township 67 South, Range 25 East, in Fleming Key Channel,  
Monroe County, Florida, containing 7,405 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated October 15, 1986.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from April 24, 2017, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for sewer and potable water lines, and electrical conduits. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEES OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Key West, Florida  
Attention: John Paul Castro, Utilities Director  
P.O. Box 1409  
Key West, FL 33041

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(63), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_

Brad Richardson, Senior Management Analyst Supervisor,  
Bureau of Public Land Administration, Division of State  
Lands, State of Florida Department of Environmental  
Protection, as agent for and on behalf of the Board of  
Trustees of the Internal Improvement Trust Fund of the  
State of Florida

\_\_\_\_\_  
Original Signature

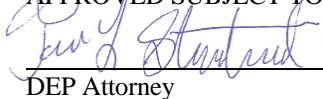
\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Senior Management Analyst Supervisor, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



10/14/2019

DEP Attorney

Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

City of Key West, Florida (SEAL)

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Teri Johnston  
\_\_\_\_\_  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Mayor  
\_\_\_\_\_  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“GRANTEE”

STATE OF \_\_\_\_\_

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

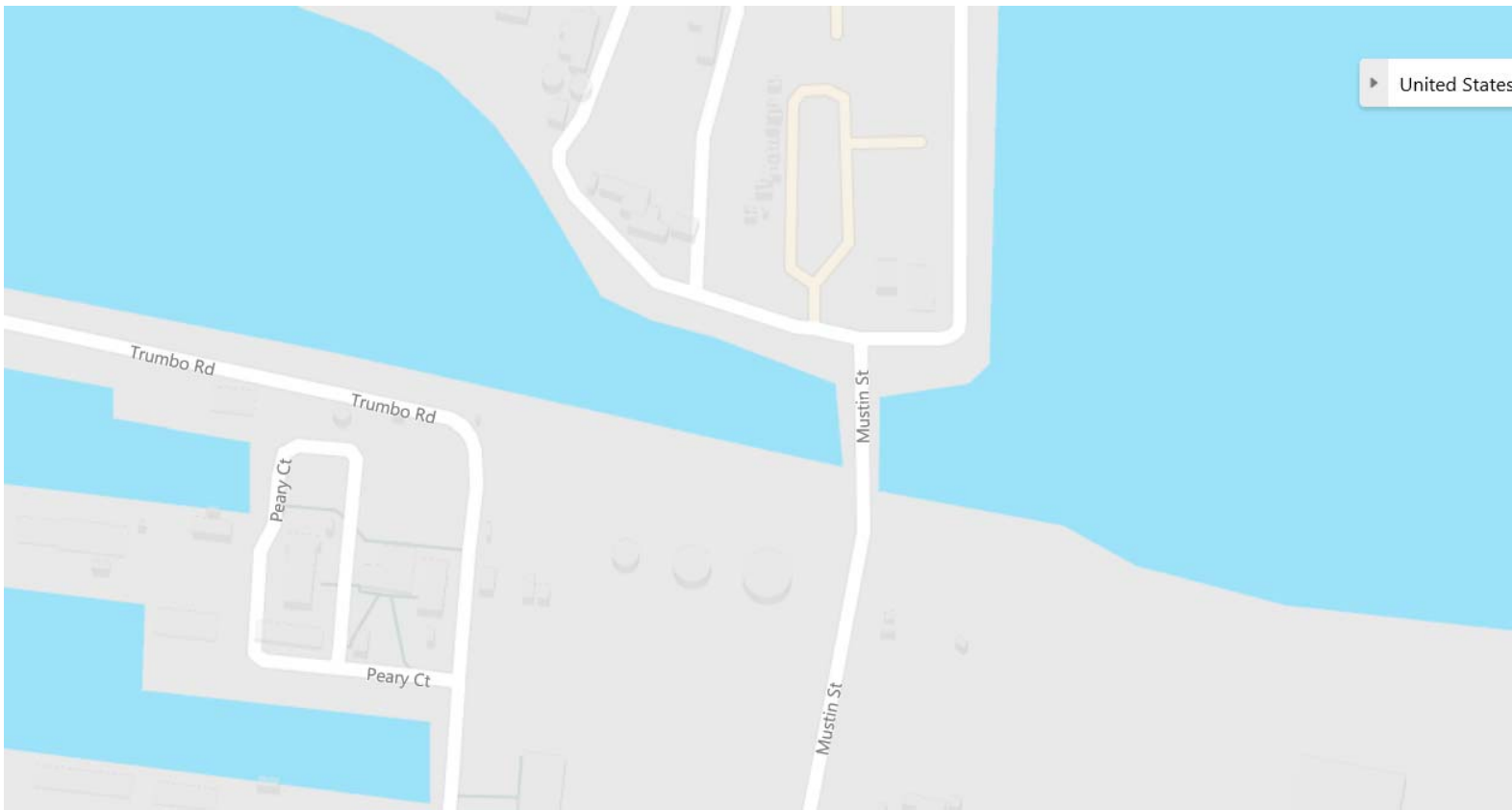
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Teri Johnston as Mayor, for and on behalf of City of Key West, Florida. She is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name



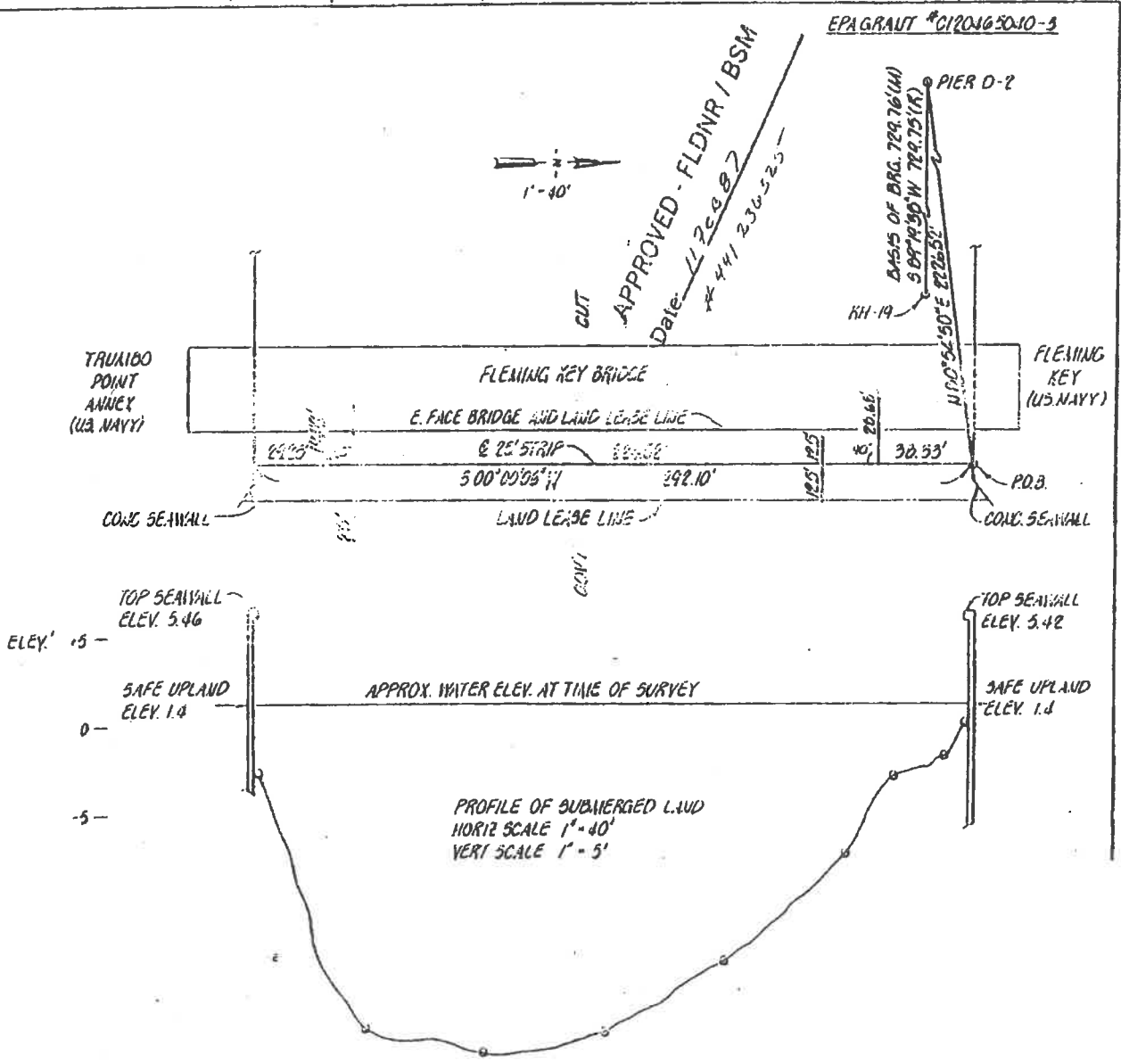
## LEGAL DESCRIPTION

A 25 00 FOOT WIDE STRIP OF SUBMERGED LAND IN TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE U.S. ARMY CORPS OF ENGINEERS CONTROL STATION PIER D-2, THE COORDINATES OF WHICH ARE N 85.337 68 AND E 233.429.18 BASED ON THE U.S. C & G S MERCATOR GRID COORDINATE SYSTEM (EAST ZONE), THENCE N 60-54-50 E, 2226 52 FEET TO A POINT ON THE S. FACE OF A CONCRETE SEAWALL AT THE SAFE UPLAND ELEVATION OF 14 FEET AND THE POINT OF BEGINNING;

THENCE S 00-00 06 W, 292 10 FEET TO A POINT ON THE N. FACE OF A CONCRETE SEAWALL AT THE SAFE UPLAND ELEVATION OF 14 FEET AND THE POINT OF TERMINUS.

THE ABOVE DESCRIBED PARCEL CONTAINS 0 17 ACRE MORE OR LESS.

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- LEGEND**
- o F.D. U.S. ARMY C.O.E. CONTROL STA.
  - SET P.K. NAIL IN BRIDGE
  - o CALCULATED POINT

- SURVEYOR'S NOTES**
- 1) ALL ELEVATIONS SHOWN ARE NGVD BASED ON TIDAL STA. 90 (TIDAL B.M. MARK 21 WITH A PUBLISHED ELEV. OF 6.444 FT.
  - 2) SAFE UPLAND ELEV. SUPPLIED BY MR. T. WATERS OF FLA. DNR FOR TIDAL STATION 4542.
  - 3) THE REQUIREMENT FOR MONUMENTATION ON BOUNDARY CORNERS WAS WAIVED FOR THIS PIER BY FLA. DNR.

**LEGAL DESCRIPTION**

A 25.00 FOOT WIDE STRIP OF SUBMERGED LAND IN TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE U.S. ARMY CORPS OF ENGINEERS CONTROL STATION PIER D-2, THE COORDINATES OF WHICH ARE N 85.317 88 AND E 233.429 18 BASED ON THE U.S. & G.S. MERCATOR GRID COORDINATE SYSTEM (EAST ZONE). THENCE N 80.54 50 E 2226.52 FEET TO A POINT ON THE S. FACE OF A CONCRETE SEAWALL AT THE POINT OF BEGINNING; THENCE S 00.00 00 W 292.10 FEET TO A POINT ON THE N. FACE OF A CONCRETE SEAWALL AT THE SAFE UPLAND ELEVATION OF 1.4 FEET AND THE POINT OF TERMINUS. THE ABOVE DESCRIBED PARCEL CONTAINS 0.17 ACRE MORE OR LESS.

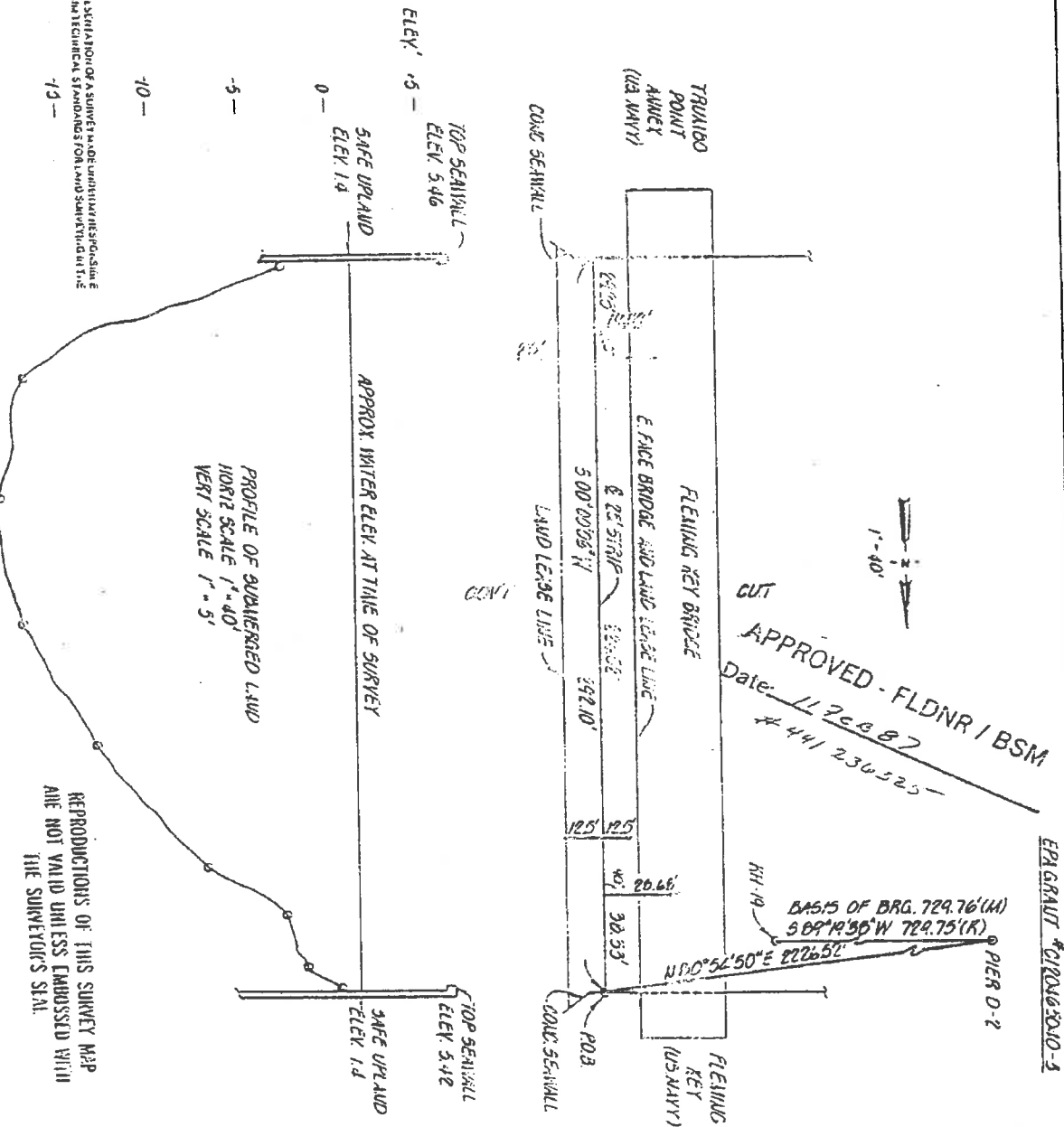
All as shown on the map attached herewith and made a part hereof

**BUYER'S CERTIFICATION**

I, the undersigned, hereby certify that I am the owner of the above described land and that I have read and understand the contents of the above described plat and that I have caused the same to be recorded in the public records of the State of Florida in accordance with the provisions of the laws of the State of Florida relating to the recording of such instruments.

Recorded in Public Records of Florida, at the County of Monroe, Florida, on this 11th day of February, 2007.

\_\_\_\_\_  
 [Signature]



NO.	DATE	BY	REVISION
1	10/15/06	[Signature]	INITIALS
2	11/20/07	[Signature]	INITIALS

NO.	DATE	BY	REVISION
1	10/15/06	[Signature]	INITIALS
2	11/20/07	[Signature]	INITIALS

REPRODUCTIONS OF THIS SURVEY MAP ARE NOT VALID UNLESS EMBOSSED WITH THE SURVEYOR'S SEAL.

CITY OF KEY WEST  
 WATERWAY IMPROVEMENT FACILITIES

DEAN HILL  
 7201 DEAN HILL PL  
 GUNSCVILLE, FLA 32609

NOTE TO SHOW PARCEL FOR A SUBMERGED LAND LEASE FROM FLORIDA DNR IN TWP 67 SOUTH, R 25 EAST, MONROE COUNTY, FLORIDA