O'NEAL SURVEYING & MAPPING, INC. OWNERSHIP & ENCUMBRANCES REPORT

PROJECT NO: JAC220801 OSM TITLE SEARCH NO: EYW220801_EASE TAX PARCEL NO: 00065450-000000 COUNTY: Monroe County, Florida REPORT THROUGH DATE: June 8, 1958 thru August 24, 2022

LEGAL DESCRIPTION: O.R. 471, page 337

LAST GRANTEE OF RECORDS AND ADDRESS:

City of Key West PO Box 1409 Key West, FL 33041

INSTRUMENT: Trustee's DeedO.R. BOOK: 471PAGE: 337DATED: October 16, 1969FILED: Unreadable dateGRANTOR: The First National Bank of Leesburg

SALES HISTORY:

1. Warranty Deed from Marie B. Lee to the First National Bank of Leesburg, dated December 15, 1952 and recorded December 30, 1952 in Deed Book G66, page 364.

REFERENCE:

- 1. Plat of the Island of Key West, dated January 5, 1953 and recorded March 9, 1953 in Plat Book 3, page 35.
- 2. Plat of Part of Lands Formerly Owned By Key West Improvements, Inc., dated July 7, 1958 and recorded July 8, 1958 in Plat Book 4, page 69.

ENCUMBRANCES:

- 1. Possible Ingress-Egress access to areas within the subject Airport property that might be leased by various parties from Monroe County, City of Key West or the Airport Authority. Such leases may be on file in the Monroe County Board of County Commissioners records and/or on file in the Office of the Director of Airports, Key West Airport.
- 2. Agreements, rights and interests between Monroe County/City of Key West/Airport Authority and various lease parties may be on file in the Monroe County Board of County Commissioners records and/or on file in the Office of the Director of Airports, Key West Airport.

- 3. Avigation Easement from Richard and Cathy Tallmadge to Monroe County Board of County Commissioners, dated August 8, 2002 and recorded April 26, 2005 in O.R. 2107, page 1827.
- 4. Avigation Easement from Debbie Rosso to Monroe County Board of County Commissioners, dated September 19, 2003 and recorded April 26, 2005 in O.R. 2107, page 1817.
- 5. Easement from Monroe County, Florida to Bellsouth Telecommunications, Inc., dated November 4, 1994 and recorded November 4, 1994 in O.R. Book 1329, page 907.
- 6. Easements and Rights of Way from the First National Bank of Leesburg, as Trustee to the United States of America, dated October 30, 1964 and recorded November 15, 1964 in O.R. 325, page 163.

FOR INFORMATION ONLY:

1.

The undersigned hereby certifies that the foregoing Ownership & Encumbrances Report shows the present apparent ownership of the lands described herein, together with encumbrances affecting such lands as disclosed by search of the Public Records of the Clerk of Court Monroe County, Florida from June 8, 1958 through August 30, 2022, with the exception of documents obtained from sources as disclosed herein. There may be additional encumbrances to the subject property. This report is not a title commitment.

Dated this 30th day of August, 2022

Many E. O'heal

Mary E. Owleal, PSM O'Neal Surveying & Mapping, Inc. 267 John Knox Rd, Suite 207 Tallahassee, FL 32303 850-270-2138



Parcel ID	00065450-000000	Alternate	ID 1068152	Owner Address CITY OF KEY WEST	
Sec/Twp/Rng	03/68/25	Class	RIGHT OF WAY	PO Box 1409	
Property Addre	ss VACANTLAND			Key West, FL 33041	
	KEY WEST				
District	10KW				
BriefTax	KW A PARCEL OF LAND	LYING BETWEEN	S ROOSEVELT BLVD & FL	AGER AVE PROPOSED ROAD PT PARCEL NO 6 G66-	-364
Description	OR471-337-340				
- 177 million - Angeleria	(Note: Not to be used on l	egal documents)			

Date created: 9/7/2022 Last Data Uploaded: 9/7/2022 4:12:31 AM

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KNOW ALL. MEN BY THESE PRESENTS, that THE FIRST NATIONAGE 201620 BANK OF LEESBURG, a national banking association doly authorized to accord and execute trusts, (Net individually but as Trustee under a Declaration of Trust dated December 13, 1933, commonly known as Trust No. 129), party of ph. first dated December 13, 1933, commonly known as Trust No. 129), party of ph. first dated December 13, 1933, commonly known as Trust No. 129), party of ph. first dated December 13, 1933, commonly known as Trust No. 129), party of ph. first dated December 13, 1935, commonly known as Trust No. 129), party of ph. first dated December 13, 1935, commonly known as Trust No. 129), party of ph. first dated December 13, 1935, commonly known as Trust No. 129), party of ph. first dated December 13, 1935, commonly known as the set of the set ship considerations, receipt of which is bereby acknowledged, does hareby release, convey and quit-claim unter THE CITY OF KEY WEST, Bate of Florida,

party of the second part, all the right, title and interest whelecover it may have

in or to that property on the Island of Key West, in the County of Monroe, State

of Fiorida, described as follows:

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DESCRIPTION OF EASEMENT

Commencing at the intersection of the southerly right of way line of Fingler Avenue and the westerly right of way line (ourb line) of Recentrik Boulevard, bear south 21°22'20' cast along the westerly right of way line (curb line) of Recentric Boulevard for a distance of 500 feet to the point of beginning of the proposed ensement hereinafter described; from said point of beginning hear south 68°45'40' west for a distance of 500 feet to a point; thence hear south 68°45'40' east for a distance of 500 feet to a point; thence hear south 68°45'40' cast a distance of 500 feet to a point; thence hear south 68°45'40' wast for a distance of 500 feet to a point; thence hear south 61°22'20' east a distance of 500 feet to a point; thence hear north 21°22'20' wast for a distance of 10 feet back to the point of beginning, as an in massment for souver; electricity or other public utility.

a i na ann an Castai Commencing at the intersection of the southerly right of way line of Placine Aw mus and the westerly right of way line (surb line) of elt Boulemrd, b ear south 21 deg. 22 min; and 10 see, cast g the westerly right of way lize (curb line) of Rocseyolt Bouleward for a distance of 400 feet to the point of beginning of the proposed road haveinafter described; from said point of beginning bear south \$8 deg. 45 min. and 40 sec. went for a distance of 500 feet to a point; thence bear south 21 deg. 22 min, and 20 sec. cast for a distance of 1451:55 feet to a point of curve, said curve having a central angle of 11 deg., 07 min. and a radius of 2139.93 feet; theree .on inte bearing southeasterly along said curve for a distance of 454 feet to the point of langest of said curve; thence bear south 10 deg., 15 min. and 20 are: cast for a distance of 980,50 feet to a point; the bear southeasterly to a point which is 450 feet, measured at right angles to the westerly right of way line (ourb line) of Reesevelt -Boulevard, said point also being 50 feet, measured at right angles to the preceding course; thence hear north 10 deg. 15 min. and 20

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see, west for a distance of 986,50 feet to a point of curve, said curve having a contral angle of 11 deg. 07 min. and a radius of 2389.93 fest; thence continue bearing northwesterly along said curve for a distance of 463.70 feet to the point of tangent of said curve; thence bear north 21 deg. 22 min, and 20 sec. west for a distance of 1401.43 feet to a point; thence bear north 68 deg. 45 min. and 40 sec. east for a distance of 450 feet to a point; thence hear north 21 deg. 22 min. and 20 sec. west for a distance of 50 feet back to the point of beginning, EXCEPT that portion beginning at the point of beginning as hereinabove described, thence S 66°45'40" W for a distance of 500 feet to a point; thence bear south 21022'20" cast for a distance of 50' to a point; thence bear north 68045'40" east for a distance of 500 feet to a point; thence bear north 21°22'20" west for a distance of 50' back to the point of beginning; same being a part of a "proposed road" as marked and delineated in that certain plat as recorded in Plat Book 3, Page 35, and Plat Book 4, Page 69, of the Public Records of Monroe County, Florida.

PARCEL NO. 6

25 (Lat 199 - 14) Commencing at the intersection of the southerly right of way line of Figler Avenue and the westerly right of way line (curb line) of Roosevelt Boulevard, run or bear southeasterly along the westerly right of way line (curb line) of Roosevelt Boulevard for a distance of 3667,0 feet to the point of beginning of the proposed read hereinafter described, said point of beginning ulso being 50 fect northeasterly of and measured at right angles to the portbeasterly property line of the Key Ambassador Property; from said point of beginning bear westerly and parallel and 50 feet northeasterly from the said northeasterly property line of the Key Ambassador Property for a distance of 386.5 feet to a point; thence bear northwesterly for a distance of 444.5 feet, more or less, to a point which is 50 feet northeasterly of and measured at right angles to the northeasterly corner of Meacham Airport; thence bear north 88 deg. 41 min, and 54 soc. west and parallel and 50 feet portheasterly of and measured at right angles to the northeasterly property line of Meacham Alrport for a distance of 5638.39 fect to a point on the casterly property line of the U. S. Army; thence bear south 03 deg. 54 min. and 20 sec, east to a point which is 50 feet, measured at right angles to the preceding course; thence bear south 88 deg. 41 min. and 54 sec. east along the portheasterly property line of said Meacham Airport for a distance of 5638,39 feet, more or less, to the said northeast corner of Meacham Airport; thence bear southeasterly for a distance of 451 feet, more or less, to the northwest corner. of the said Key Ambassador Property; thence bear easterly along the northcasterly property line of the Key Ambassador Property for a distance of 400 feet, more or less, to a point on the westerly right of way line (curb line) of Roosevelt Boulevard; thence bear northwesterly along the westerly right of way line (curb line) of Roosevelt Boulevard for a distance of 50 feet, more or less, back to the point of beginning, same being a part of a "proposed road" as marked and delineated in that cortain plat as recorded in Plat Book 3. Page 35, and Piat Book 4, Page 69, of the Public Records of Monros County, Florida.

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TO HAVE AND TO HOLD the same, together with all and singular

the appurtenances thereanto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim wholeower of the said party of the first part, either in law or in equity, to the only proper use, benefit and behoof of the party of the second part; its successors and assigns forever.

This deed is executed by the party of the first part as Trustee sforesaid, pursuant to and in the exercise of the power and sutherity granted to and vested in it by the terms of the said Declaration of Trust above mentioned, subject, however, to the liens or encumbrances, if any, of record sgainst said real estate; essements of record, if any; taxes and assessments, if any; and

the rights and claims of parties in possession, if any,

IN WITNESS WHEREOF, the said party of the first part has caused

. Its corporate seal to be bereto affixed and has caused its name to be signed to these presents by its proper officers duly authorized, this <u>16th</u> day of

THE THEY NATIONAL BANK OF

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Getober A. D. 1969

Signed, Seried and Delivered in the Prosence of the Series of the Series

<u>U.I.E. Cetter (</u>

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STATE OF FLORIDA)

a Notary Public in and 1. HARRIET M. SHELVER for said County in the State aforesaid, DO HEREBY CERTIFY, that LEESBURG, a national banking association, and DONALD G. JOHNS Cashier of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Cashler did also then and there acknowledge that be, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth,

GIVEN under my hand and Notarial Seal this 16th day of

October , A. D. 1969.,

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Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Gorge My Convening Spirms Jon. 6, 1971 Manual In America Spirms Jon. 6, 1971

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THIS INDENTURE WITNESSETH, That the Grantor,

MARIE B. LEE, a widow, of the County of Cook and State of Illinois, for and in consideration of the sum of Ten Dollars

(\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby acknowledged, hereby conveys and warrants unto THE FIRST NATIONAL BANK OF LEESBURG, Florida, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Florida, as Trustee under the provisions of a certain Trust Agreement and Declaration of Trust dated the 13th day of December, 1952, and known as Trust Number TD 129, the following described real estate situate on the Island of Key West, in the County of Monroe, and State of Florida, to wit:

Parcel No. 1

Commencing at the southeast corner of "Lime Grove Subdivision", as recorded in Plat Book 2, Page 22, Public Records of Monroe County, Florids, bear north 65 deg. 45 min. and 40 sec. east along the northerly right of way line of Flagler Avenue for a distance of 549.65 feet to a point; thence bear north 21 deg. 14 min. and 20 sec. west for a distance of 1426.29 feet,more or less, to a point on the southerly right of way line of the former Florida East Coast Rwy; thence bear south 68 deg. 14 min. and 40 sec. west along said former Florida East Coast Rwy. southerly right of way line for a distance of 549.65 feet to a point; thence bear south 21 deg. 14 min. and 20 sec. east for a distance of 1426.29 feet back to the point of beginning.

Parcel No. 2

Commencing at the intersection of the easterly right of way line of 14th St. and the southerly right of way line of the former Florida East Cosse Rwy., said intersection also to be known as the point of beginning of the parcel of land hereinafter described, bear north 68 deg. 41 min. and 40 sec. east along said former southerly right of way line of Florida East Coast Rwy., for a distance of 1317.88 feet to a point; thence bear south 21 deg. 41 min. and 20 sec. east for a distance of 674.18 feet to a point; thence bear south 68 deg. 45 min. and 40 sec. west for a distance of 1317.88 feet to a point on the easterly right of way line of 14th Street; thence bear north 21 deg. 14 min. and 20 sec. west along the easterly right of way line of 14th Street; thence bear north 21 deg. 14 min.

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Parcel No. 3

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Commencing at the northwest corner of Block 15 of the Key West Foundation Co.'s Plat No. 2 as recorded in Plat Book 1, Page 189, Public Records of Monroe County, Florida, said northwest corner also to be known as the point of beginning of the parcel of land hereinafter described, bear South 68 deg. 45 min. and 40 sec. west for a distance of 5 feet to a point; thence bear North 21 deg, 14 min. and 20 sec. west for a distance of 879.55 feet to a point of curve, said curve having a central angle of 72 deg. 27 min. and a radius of 430 feet; thence bear northwesterly along said curve for a distance of 558.74 feet to the point of tangent of said curve; thence bear south 84 deg. 14 min. and 40 sec. west for a distance of 1805.10 feet to a point of curve, said curve having a central angle of 26 deg. 29 min. and a radius of 570.43 feet; thence continue bearing southwesterly along said curve for a distance of 263.66 feet to the point of tangent of said curve; thence bear south 57 deg. 45 min. and 40 sec. west for a distance of 1894.00 feet to a point of curve; said curve having a central angle of 5 deg. 20 min. and an arc of 510.15 feet; thence continue bearing southwesterly along said curve for a distance of 510.15 feet to the point of tangent of said curve; thence bear south 52 deg. 25 min. and 40 sec. west for a distance of 905.29 feet to a point; thence bear north 37 deg. 34 feet and 20 sec. west for a dis-tance of 600 feet to a point on the southeasterly right of way line (curb line) of Roosevelt Boulevard; thence bear south 52 deg. 25 min. and 40 sec. west along the southeasterly right of way line (curb line) of Roosevelt Boulevard for a distance of 50 feet to a point; thence bear south 37 deg. 34 min. and 20 sec. east for a dis-tance of 650 feet to a point; thence bear north 52 deg. 25 min. and 40 sec. east for a distance of 955.29 feet to a point of curve, said curve having a central angle of 5 deg. 20 min. and an arc of 505.50 feet; thence con-tinue bearing northeasterly for a distance of 505.50 feet along said curve to the point of tangent of said curve; thence bear north 57 deg. 45 min. and 40 sec. east for a distance of 1894.15 feet to a point of curve, said curve having a central angle of 26 deg. 29 min. and a radius of 520.43 feet; thence continue bearing northeasterly along said curve for a distance of 240.55 feet to the point of tangent of said curve; thence bear north 84 deg. 14 min. and 40 sec. east for a distance of 1805.10 feet to a point of curve, said curve having a central angle of 72 deg. 27 min. and a radius of 380 feet; thence bearing southeasterly along said curve for a distance of 493.77 feet to the point of tangent of said curve; thence bear south 21 deg. 14 min. and 20 seconds east for a distance of 879.55 feet to a point; thence bear north 68 deg. 45 min. and 40 sec. east for a distance of 50 feet back to the point of beginning.

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Parcel No. 4

Commencing at the intersection of the southerly right of way line of Flagler Avenue and the westerly right of way line (curb line) of Roosevelt Boulevard, bear south 21 deg. 22 min. and 20 sec. east along the westerly right of way line (curb line) of Roosevelt Boulevard for a distance of 400.0 feet to the point of beginning of the proposed canal hereinafter described; from said point of beginning bear south 68 deg. 45 min. and 40 sec. west and parallel with Flagler Avenue for a distance of 7283.33 feet to a point; thence bear north 21 deg. 14 min. and 20 sec. west for a distance of 2094.43 feet to a point; thence bear north 68 deg. 41 min. and 40 sec. east for a distance of 230 feet to a point; thence bear north 21 deg. 14 min, and 20 sec. west for a distance of 541.72 feet to a point on the southeasterly right of way line (curb line) of Roosevelt Boulevard; thence bear south 52 deg. 25 min. and 40 sec. west along the southeasterly right of way line (curb line) of Roosevelt Boulevard for a distance of 312.51 feet to a point; thence bear south 21 deg. 14 min. and 20 sec. east for a distance of 2608.62 feet to a point; thence bear north 68 deg. 45 min. and 40 sec. east for a distance of 7353.33 feet to a point; thence bear north 21 deg. 22 min. and 20 sec. west for a distance of 60 feet back to the point of beginning, excepting from the above description 70 feet by 84 feet of Flagler Avenue crossing said canal.

Parcel No. 5

Commencing at the intersection of the southerly right of way line of Flagler Avenue and the westerly right of way line (curb line) of Roosevelt Boulevard, bear south 21 deg. 22 min. and 20 sec. east along the westerly right of way line (curb line) of Roosevelt Boulevard for a distance of 460 feet to the point of beginning of the proposed road hereinafter described; from said point of beginning bear south 68 deg. 45 min. and 40 sec. west for a distance of 500 feet to a point; thence bear south 21 deg. 22 min. and 20 sec. east for a distance of 1451.55 feet to a point of curve, said curve having a central angle of 11 deg. 07 min. and a radius of 2339.93 feet; thence centinue bearing southeasterly along 'said curve; thence bear south 10 deg. 15 min. and 20 sec. east for a distance of 980.50 feet to a point; thence bear southeasterly to a point which is 450 feet, measured at right angles to the westerly right of way line (curb line) or Roosevelt Boulevard, said point also being 50 feet; measured at right angles to the preceding course; thence bear north 10 deg. 15 min. and 20 sec. west for a distance of 986.50 feet to a point of curve, said curve having a central angle. of 11 deg. 07 min. and a radius of 2389.93 feet; thence continue bearing northwesterly along said curve for a disttance of 463.70 feet to the point of said curve; thence bear north 21 deg. 22 min. and 20 sec. west for a distance of 1401.43 feet to a point; thence bear north 68 deg. 45 min. and 40 sec. east for a distance of 450 feet to a point; thence bear north 21 deg. 22 min. and 20 sec. west for a distance of 1401.43 feet to a point; thence bear north 68 deg. 45 min. and 40 sec. east for a distance of 450 feet to a point; thence bear north 21 deg. 22 min. and 20 sec. west for a distance of 50 feet back to the point of baginning.

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Parcel No. 6

Commencing at the intersection of the southerly right of way line of Flagler Avenue and the westerly right of way line (curb line) of Roosevelt Boulevard, run or bear southeasterly along the westerly right of way line (curb line) of Roosevelt boulevard for a distance of 3667.0 feet to the point of beginning of the proposed road hereinafter described, said point of beginning also being 50 feet northeasterly of and measured at right angles to the northeasterly property line of the Key Ambassador Property; from said point of beginning bear westerly and parallel and 50 feet northeasterly from the said northeasterly property line of the Key Ambassador "Property for a distance of 386.5 feet to a point; thence bear northwesterly for a distance of 444.5 feet, more or less; to a point which is 50 feet northeasterly of and measured at right angles to the northeasterly corner of Meacham Airport; thence bear north 88 deg. 41 min. and 54 sec. west and parallel and 50 feet northeasterly of and measured at right angles to the northeasterly property line of Meacham Airport for a distance of 5638.39 feet to a point on the easterly property line of the U. S. Army; thence bear south 03 deg. 54 min. and 20 sec. east to a point which is 50 feet, measured at right angles to the preceding course; thence bear south 88 deg. 41 min. and 54 sec. east along the northeasterly property line of said Meacham Airport for a distance of 5638.39 feet, more or less, to the said northeast corner of Meacham Airport; thence bear southeasterly for a distance of 451 feet, more or less, to the northwest corner of the said Key Ambassador Property; thence bear easterly along the northeasterly property line of the Key Ambassador Property for a distance of 400 feet, more or less, to a point on the westerly right of way line (curb line) of Roosevelt Boulevard; thence bear northwesterly along the westerly right of way line (curb line) of Roosevelt Boulevard for a distance of 50 feet, more or less, back to the point of beginning.

Parcel No. 7

Commencing at the intersection of the northerly right of way line of Flagler Avenue and the easterly line of the Key West Realty Co.'s First Subdivision as recorded in Plat Book 1, Page 43, Public Records of Monroe County, Florida, bear south 21 deg. 14 min. and 20 sec. east for a distance of 84 feet to the point of beginning of the proposed road hereinafter described; from said point of beginning continue bearing south 21 deg. 14 min. and 20 sec. east for a distance of 386 feet to a point of curve, said curve having a central angle of 67 deg. 27 min. and 34 sec. and a radius of 50 feet; thence bear southeasterly along said curve for a distance of 58.87 feet to the point of tangent of said curve; thence bear south 88 deg. 41 min. and 54 sec. east for a distance of 245 feet, more or less, to the northerly line of the U.S. Army property; thence bear south 75 deg. 22 min. and 40 sec. west along the north line of said Army Property for a distance of 200 feet, more or less, to a point which is 50 feet, measured at right angles to the preceding course; thence bear north 88 deg. 41 min. and 54 sec. west for a distance of 50 feet, more or less, to a point of curve, said curve having a central angle of 67 deg. 27 min. and 34 sec. and a radius of 100 feet; thence continue bearing northwesterly along said curve for a distance of 117.74 feet to the point of tangent of said curve; thence bear north 21 deg. 14 min. and 20 sec. west for a distance of 386 feet to a point on the southerly right of way line of Flagler Avenue; thence bear north 68 deg. 45 min. and 40 sec. east for a distance of 50 feet back to the point of beginning. - 4 -

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Parcel No. 8

Commencing at the southeast corner of "Ocean Boulevard Subdivision" as recorded in Plat Book 1, Page 205, Public Records of Monroe County, Florida, run northeasterly along the northwesterly right of way line (curb line) of Roosevelt Boulevard for a distance of 331.33 feet to a point; thence at right angles and southeasterly for a distance of 50 feet to the point of beginning of the parcel of land hereinafter described; from said point of beginning meander the shore line in a northeasterly and northwesterly direction for a distance of 1039.4 feet to a point on the southeasterly right of way line (bulkhead) of Roosevelt Boulevard; thence run southeasterly and southwesterly along the southeasterly right of way line (bulkhead) of Roosevelt Boulevard for a distance of 1023.56 feet back to the point of beginning.

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TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trust and for the uses and purposes herein and in said Trust Agreement and Declaration of Trust set forth.

Full power and authority is hereby granted to said Trustee to improve, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or suc-cessors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange said real estate or any part thereof for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be ob-liged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement or Declaration of Trust; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement and Declaration of Trust was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limmtations contained in

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this Indenture and in said Trust Agreement and Declaration of Trust and binding upon all beneficiaries thereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the said predecessor in trust.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement and Declaration of Trust, as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of said Trustee, in its own name as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this. Deed.

The interest of each and every beneficiary hereunder and under the Trust Agreement and Declaration of Trust hereinbefore referred to and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the Grantor fully warrants the title to said real estate and will defend the same against the lawful claims of all persons whomsdever.

IN WITNESS WHEREOF the Grantor aforesaid has hereunto set her hand and seal this 15th day of December, 1952.

Signed, Sealed & Delivered in our presen

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STATE OF ILLINOIS } COUNTY OF C O O K

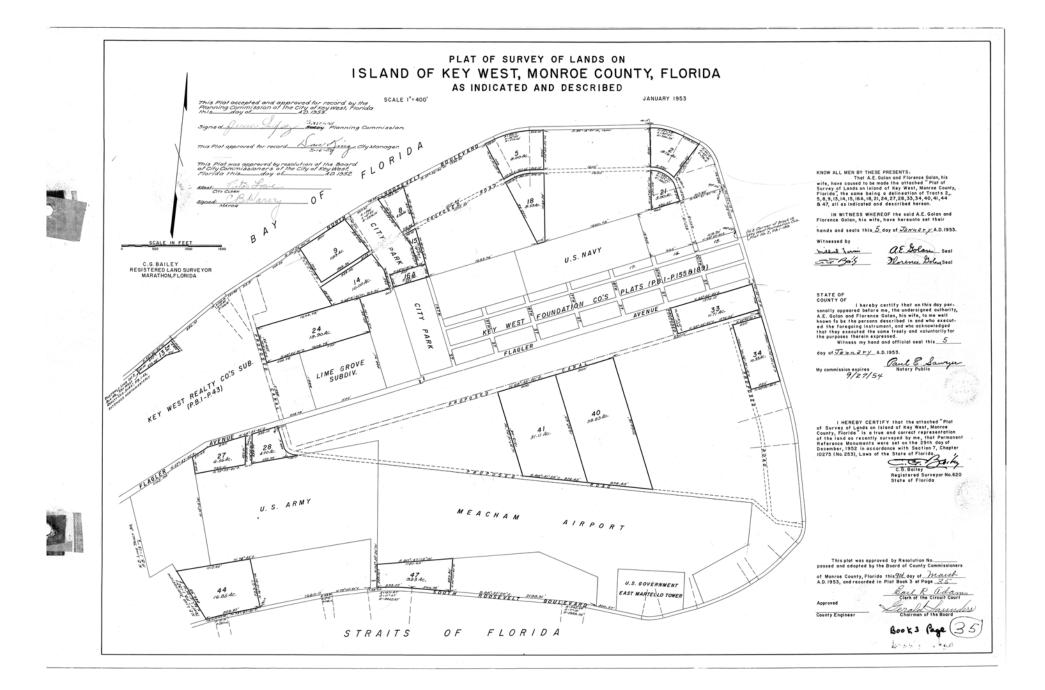
I HEREBY CERTIFY that on this day, before me an orficer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared MARIE B. LEE, a widow, to be known to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid this, 15th day of December, 1952.

Public

My commission expires May 21, 1956.

STATE OF FLORIDA County of Menroe FILED FOR RECORD AND RECORDED IN Deck BOOK 9-66 PAGES 364/371, AND RECORD VERIFIED ARL R. ADAMS



This plat was accepted and approved for record by the Blancing Commission of the City of Kay West Florida this <u>18th</u> day of <u>June</u> A.D. 1950

Chairman of the Planning Commission

plea and approved for record this U.M. day _ 4.D. 1956 This plat accepted an

City Manager

Dr. Delio Cala Mayor City Chefre (Deputy)

This abel was approved by Resalution of the Board of County Commissioners of Manroe County, Forida this Bits day of July AD 1986 and tild for regard in Dist Boak 4 at Rage 63 East R Adams Chairman of the Great County

DESCRIPTION OF LANDS PLATTED:

DESCRIPTION OF LANDS DLATTED: DRESCRIPTION OF LANDS DLATTED: DRESCRIPS Baymain the marthwest corner of Barcel *2 as shown on "Dial of Survey of Lands on Island of Key Keal Meanse County, Floride mender in Field Dark 5 at Page 8 of Meanse County Official Executy, Floride country being that established by John P Guggin (theme 50°-45° 10°C of Stance of 612 feel means to be loss on point in the marth line of a proposed road, themes 30° 44° 40° W along the north line of soind proposed road, of themes of 060° 610° feel to a point in the cost line of Rescription of a statement of 060° 610° feel to a point in the cost line of Rescription of a statement of 060° 60° feel to a point in the cost line of Rescription of the advance of 060° 60° feel to a point in the cost line of Rescription of the advance of 060° 60° feel to a point in the cost line of Rescription advance of 060° 60° feel to a point in the cost line of Rescription advance of 060° 60° feel to a point in the cost line of Rescription advance of 060° 60° feel to a point of the feel the soid sculture of North Descriptions, Cantening (146° feel) of a cost mare or less, EKCEDT: see description of exception following description of Anneel Au 10

more ar less EXCEPT is a discription of exception following description of Pancel Ma ID DARCEL No. 6 Begin al the narthwest corner of Parcel - 5 as shown on Ref of Surrey of Landa on Island of New Mark Mannee County, Rondo naed in Dark San Bannee San (1999) and the second second of the second s

DADCEL No. 17 : From the northwest corner of Parcel *3 as shown an Dial of Survey of Lands on Island of Yoy Wast Monroe County, Florida' recorded in Dial Book 3 al Page 35 of Manroe County Official Decards go $332^{14}(30^{\circ}E + dialance of GSD Ret more ar less, Is a paint in the south$ line of a proposed road which paint is the point of beginning.thene $continue 332^{14}(420^{\circ}E + dialance of NO248 feet more ar less, Is a paint$ in the south RW of the old Florida East Coust Returney, thene $to the south RW of the old Florida East Coust Returney, thene 583^{-41}$ 40 W along said south RW. Ime a dialance of 81623 feet to a paint, thene

PARCEL No. 20 From the intersection of the west line of 20th Street

PLAT OF SURVEY PART OF LANDS FORMERLY OWNED BY KEY WEST IMPROVEMENT. INC. LOCATED ON ISLAND OF KEY WEST MONROE COUNTY FLORIDA

Scale In Fael

Seals 1= 100

E. P. McCarlhy Degistered Land Surveyar Orgistered Engineer Key West Flarida

January 1958

a distance of 824.64 feet to the northwest corner of soid Porcet "21; thence 505" 45-80" E folong the west line of said Parcel "ZL a distance of \$90.06 feet back to the point of beginning. Containing 13.44 acres more



DREEL No.42: Begin at the northwest corner of Parcet "41 as shown on Plot of Sorrey of Lands on Island of Key West Monree County, Florida recended to Post Book 34 Page 33 of Monree County Official Records, thence 52! 41:30 Z a distance of 13/9 Of fact mane or kes, to a paint in the north time of a propassion and them Nd9 41:34 Waking the solid north time of a proposed road About Nd9 41:34 Waking the solid north Dr Wa other of 42 Book 34 Instrument Nd9 41:34 Waking the solid north Dr Wa other of 45 Book 7 Book 7 Waking the solid north Dr Wa other of 45 Book Test Instrument Nd9 41:34 Marce 24 980 feet back to the point of Asginning. Confering 23 Marces more or less.

PARCEL No. 35 Begin at the southeast corner of Parcel #34 as shown or DR2C2L No.35: Begin at the southeast corner of Percet "34 as shown an Plat of Survey of Lands on Island at Heav Met Marine County, Florida' re-carded in Plat Book 3 of Asge 35 of Marine County Official Records, thenas 31/12/12/12 count of source and the of Source II Boulevent a diatance of 37/495 feet to point of curve soid curve thering a central angle of U*07, and the C33745 feet 1 being concover to the weat, therae southerly along soid curits a diatance of 3510 Feet to a point of tangent, thence a 10/40 Ta's chang soid west the CP Source/II Boulevend' a diatance of GO feet to apoint, thence 374-40" E a diatance of 450 Feet to a point in the source of 450 Feet to a point of contex and the source of 450 Feet to a point in the source of 450 Feet to a point of a source of the sou the assi line of a proposed road, thenas NIO*15 20"Walong sard sai line of a proposed road a distance of 820d feel to a paint of curve said curve having a central angle of 11" 07, a radius of Correspondences and the second second

DADCEL No.381 Frem the northerst earner of Revel *44 as shown on "Rei of Survey of Lords on Island of Key West Monroe County Florido" readed in Dial Book 34 Rege 85 al Monroe County Florido 1997 - 2018 - 2018 Rege 85 al Monroe County Florido 1997 - 2018 - 2018 Rege 85 al Monroe County Florido 1997 - 2018 - 20 PARCEL No 38: From the northeast corner of Force! "34 as shown on

SHEET I OF 2 SHEETS

drawn parallel to 1.250 feet northerly of the £ of the mein runway of the Key West International Airport and 250 feet being measured of right angles, to sold 2.01 the main runway extended Containing O.2.Dectes, more or less.

DRECE No. 46 : From the intersection of the northeast line of the Audionium Treat recorded in Plat Book (of Boge 142 of Marnae County Official Decards 4 the north line (arth) of Sauth Rosseverth Boulenand ge explantly of Dreit Decards 4 paint is the point of Sauth Rosseverth Boulenand ge explantly of Sauth Rosseverth Point is the point of Augmining there of NF3 47-402 calong the saud north line of South Rosseverth Boulenand a distance of NF3 80 feet to point of curve said curve having a central angle of DR 18 cradius of TF44 (18 her 1 being conserve to the south), there costering soid curve a distance of 188.00 feet have good of timping theme the VIS 47 402 of TF44 (18 her) to sum conserve to the south), there costering soid curve a distance of 188.00 feet have good of timping theme NF3 54 20 Window the word west the of the US Gar't costemant, theme NF3 54 20 Window the word west the of the US Gar't costemant of 125 Gar't. Tool of a distance of 91.46 feet 10 a point, there south time of the US Gar't. Tool of distance of 91.46 feet 10 a point, there SG't? 1970 a distance of 726 45 feet have point of the point h there 516" 12" 20" E a distance of 706 45 feet back to the point of beginning Containing 15 18 ocres more or less.

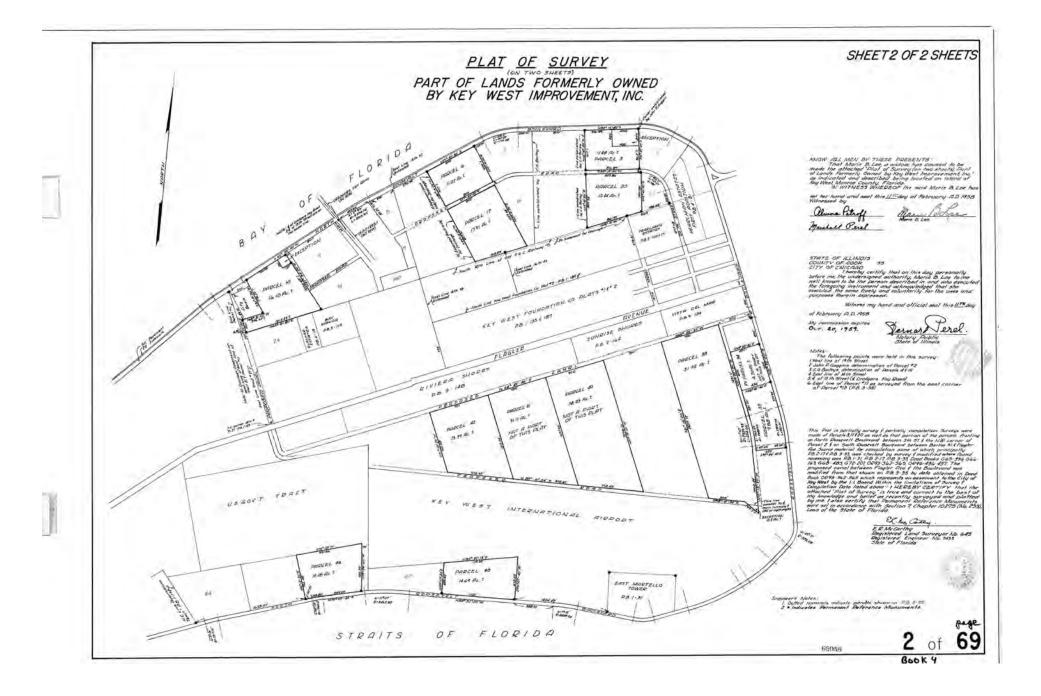
IRREEL No.43: From the intersection of the west line of the Bost Martello Tower Tract recorded in Riol Book (a) Roge II of Mannae County Official Records (the north ine (cub) of South Rossnell Boukeverd on intersteing data (the sends in north line of South Rossnell Boukeverd a distance of (404.47 feet has point which point in the point a boukeverd a distance of (404.47 feet has point which point Rossnell Boukeverd a distance of (404.47 here) has a point which point Rossnell Boukeverd a distance of (404.47 here) has a for the line of South Rossnell Boukeverd a distance of (100 feet has point), thence NOO⁶ 37:407 a distance at 48748 feet has a point), thence NOO⁶ 37:57 a distance of NI/32 feet has point thence SOO⁶ 07:407 W a distance of 673.67 feet back to the point of boundmin Counting & Ba gargen apoint of lines nning Containing 10.69 acres more or less

PARTIEL AIR (0) From the west corner of Parcel 19 as shown on "Dist of Survey of Lends on Island of Kuy West Mannae Camity Florida Freehold in Dist Book 7 at Page 36 Mannae Camity Official Records linkshe corner is further estimates at cambed 87 Perfect 527:55-60 W from the intersection of the southeast line of Alarthe Assessed Bookinsent it has working the intersection of the southeast line of Alarthe Reserved Bookinsent it has working the and good at the southeast line of Alarthe and assisted Bookinsent it has working the southeast line of Alarthe and assisted Bookinsent it has a propagated and which partiel to 527 80 Walang the southeast line of North Resourced Bookinsent a contance of 20 Res to good , in the southware line of a propagated southeast line of Alarth Resourced Bookinsent at additions of 20 98 Res to goods, haven 337 PT-202 a additions of 576.95 Res (100 W adapt to 100 98 Res 10 a point). Florida Spall Caust Researce (100 Perfect to 200 Perfect to additions of 20 98 Res 10 a point). Interes 337 PT-202 a additions of 576.95 Res (100 W adapt to parth RW line of the Old Florida Spall Caust Researce). Hence 5385 47 00 W adapt the south and the Old Florida Spall Caust Researce at Spall the south and the Old Florida Spall Caust Researce at adapt the south RW line of the Old Florida Spall Caust Researce at Spall the south RW line of the Old Florida Spall Caust Researce at a statement of the south Researce at Spall Provide Spall Caust Researce at Spall the south RW line of the Old Florida Florida Caust Caust Researce at Spall Researce

In a point in the east time of a proposed canat extended northerity; there 321° , $14^{\circ}10^{\circ}$ along the extension of the proposed canat a dratance of 200 feet to a point in the south RW line of the Old Florido East Coast Rollway, there is the Old Florido East Coast Rollway, there is a south a south a south RV line of the Florido East Coast Rollway, there is a south a south a south RV line of the Florido East Coast Rollway, there is a south and the Old Florido East Coast Rollway, there is a south a south RV line of the Florido East Coast Rollway, there is a south and a south RV line of the Florido East Coast Rollway, there is a south a south RV line of the Florido East Coast Rollway is a south RV line of the Florido East Coast Rollway is a south RV line of the Rollway is

EXCEPTION - REDECL (A) 3 Begin of the continued compared A paral P are selection. Their of Survey of Londo on bland of the Need Advance County Planck Inverted in Plant Book 3 of Page 85 of Barrey County Official Research and advance theory find technical by Workin R Googen, Internet 300 Memory 2009 (String) Research and advance to the plant of the String of the String and the Memory 2009 (String) Research and advance of 250 (String to a string) and the Memory 2009 (String) Research and String to String 100 (String) (String County) (String Containing 250 errors and string 100 (String County) (String Containing) (String Containing) (String Containing)

12506.4 FILED JULY 9, 1958, 11-33 A.M. - 65058



Doc# 1511842 04/26/2005 10:56AM Filed & Recorded in Official Records of MONROE COUNTY DANNY L. KOLHAGE DEED DOC STAMP CL: FP

\$0.70

AVIGATION EASEMENT

Key West International Airport

Noise Insulation Program

THIS EASEMENT AGREEMENT is entered into this O day of AU(105+, 2002), by **Richard Tallmadge and Cathy Tallmadge**, hereinafter referred to as "the Homeowner," in favor of the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, a body politic and corporate, hereinafter referred to as "BOCC."

Doc# 1511842 Bk# 2107 Pg# 1827

RECITALS:

- A. The Homeowner is the fee simple titleholder to certain real property ("the Property") located in Monroe County, Florida, identified as street address: <u>1700 Jamaica Drive, Key West, Florida 33040</u>.
- B. The BOCC is the owner and operator of Key West International Airport ("the Airport").
- C. It is the purpose of this Easement Agreement to grant to the BOCC a perpetual avigation easement, on terms as hereinafter set forth.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt and adequacy of which is hereby acknowledged by both parties, the Homeowner and the BOCC agree as follows:

- 1. The Homeowner on behalf of the Homeowner and its heirs, assigns and all successors in interest, does hereby grant, bargain, sell and convey to the BOCC, its successors and assigns, a perpetual avigation easement over the Property. The use of the easement shall include the right to generate and emit noise, and to cause other effects as may be associated with aircraft landing and taking off at the Airport. This easement shall apply to all such aircraft activity at the Airport, with a maximum applicable noise level as projected on the Year 2003 Noise Exposure Map, Without Program Implementation (see attached), and it being the intent of the parties that all such Airport activity shall be deemed to be included within the purview of this easement so long as the noise level does not exceed the referenced maximum (Year 2003 Noise Exposure Map, Without Program Implementation).
- 2. This easement shall be perpetual in nature and shall bind and run with the title to the Property and shall run to the benefit of the BOCC or its successor in interest as owner and operator of the Airport.
- 3. The Homeowner on behalf of the Homeowner, its heirs, assigns and successors in interest, does hereby release the BOCC, and any and all related parties of the BOCC, including but not limited to BOCC members, officers, managers, agents, servants, employees and lessees, from any and all claims, demands, damages, debts, liabilities, costs, attorneys fees or causes of action of every kind or nature for which the

July 11, 2002

Page 1 of 5

Homeowner or its heirs, assigns, or successors currently have, have in the past possessed, or will in the future possess, as a result of normal Airport operations or normal aircraft activities and noise levels related to or generated by normal Airport activity, or may hereafter have as a result of use of this easement, including but not limited to damage to the above-mentioned property or contiguous property due to noise, and other effects of the normal operation of the Airport or of aircraft landing or taking off at the Airport.

- 4. Should either party hereto or any of their successors or assigns in interest retain counsel to enforce any of the provisions herein or protect its interest in any matter arising under this Agreement, or to recover damages by reason of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to all costs, damages and expenses incurred including, but not limited to, attorneys fees and costs incurred in connection therewith, including appellate action.
- 5. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision. This agreement shall be interpreted and construed according to the laws of the State of Florida.
- 6. No breach of any provision of this Agreement may be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may be amended only by written instrument executed by the parties in interest at the time of the modification. In the event that any one or more covenant, condition or provision contained herein is held invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision hereof so long as the remaining provisions do not materially alter the rights and obligations of the parties. If such condition, covenant or other provision shall be deemed invalid due to this scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 7. In the event the Airport shall be subdivided into more than one parcel, or the Airport or a portion thereof becomes subject to operation, management or administration by a party in addition to or in lieu of the BOCC, then and in that event the parties agree that same shall not terminate or otherwise affect this Agreement so long as a portion of the Airport continues to operate for standard airport flight purposes, and that any such successor in interest to the BOCC shall be entitled to all of the benefits running to the BOCC hereunder.
- 8. If the maximum applicable noise level as projected on the Year 2003 Noise Exposure Map, Without Program Implementation (see attached) is exceeded, then the BOCC will, upon simple demand in writing from the Homeowner, cancel this Agreement from the public records.

July 11, 2002

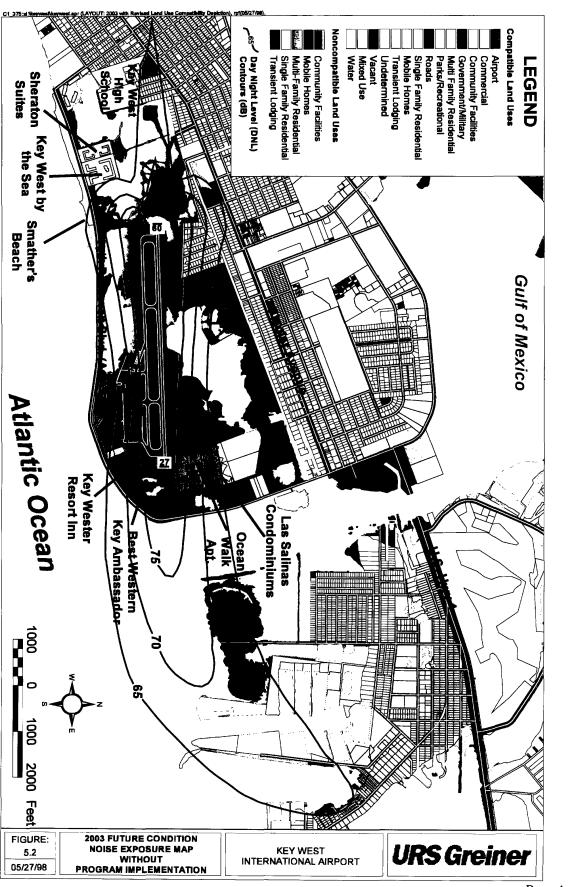
Page 2 of 5

AVIGATION EASEMENT	This instrument was prepared by: Deborah W. Murphy Senior Project Manager URS Corporation <u>7650 W. Courtney Campbell</u> Cswy Tampa, FL 33607-1462
This Easement Agreement is executed as of the date first a	
MONROE COUNTY BOARD OF COUNTY COMMISSIONE	ERS
Ву:	
Thomas J. Willi on behalf of and as directe Monroe County Board of County Comm	ed by the hissioners
	# 1511842 2107 Pg# 1829
STATE OF FLORIDA COUNTY OF MONROE	
The foregoing instrument was acknowledged before me this and by <u>Thomas J. Willi</u> on behalf of and as directed by the Monroe Co Commissioners, a body politic and corporate.	day of <u>MULL</u> , 20 <u>05</u> ounty Board of County
PAMELA L. PUMAR Comm# DD0263624 Expires 11/16/2007 Bonded thru (800)432-4254 Florida Notary Assn., Inc Notary F	ele & Rimar
HOMEOWNER By: Kull Much Richard Tallmadge	
HOMEOWNER By: LAHAY TAILMADA Cathy Tailmadge	
STATE OF FLORIDA COUNTY OF MONROE	
The foregoing instrument was acknowledged before me this by <u>Richard Tallmadge and Cathy Tallmadge.</u>	sday of, <u>2002</u>
Notary F	Public

July 11, 2002

Page 3 of 5

Doc# 1511842 Bk# 2107 Pg# 1830





Doc# 1511842 Bk# 2107 Pg# 1831

MORTGAGEE CONSENT

<u>Keys Federal Credit Union Loan Center</u> ("Mortgagee"), is the owner and holder of a mortgage lien upon the property described in the foregoing easement ("the Property") pursuant to a mortgage recorded in Official Records Book <u>5</u>, Page <u>88</u>, Public Records of Monroe County, Florida. Mortgagee hereby consents to subjecting the Property to the terms and provisions of the foregoing easement.

Witnesses:

Signature of Witness

<u>Darlene Jansen</u> Print Name of Witness

Tan Signature of Witness

Linda Bristow Print Name of Witness

STATE OF COUNTY OF Keys Federal Credit Union Loan Center

By: Bradford narles ks its: VP of Lending

The foregoing instrument was acknowledged before me this 3 day of <u>121</u> 2002 by <u>Charles stadford</u> as <u>VP of Sendine</u> of

Keys Federal Credit Union Loan Center, on behalf of the corporation. He/She is personally known to me or has produced _______ as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.

JEANA L. HILL COMMISSION # DD 130308 EXPIRES: July 1, 2006 Bonded Thru Notary Public Underwri

Signature of Notary

Print Name of Notary Public

I am a Notary Public of the State of My Commission Expires on

MONROE COUNTY OFFICIAL RECORDS

Page 5 of 5

Doc# 1511840 04/26/2005 10:56AM Filed & Recorded in Official Records of MONROE COUNTY DANNY L. KOLHAGE

DEED DOC STAMP

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Doc# 1511840 Bk# 2107 Pg# 1817

AVIGATION EASEMENT Key West International Airport Noise Insulation Program

THIS EASEMENT AGREEMENT is entered into this $\underline{19}$ day of \underline{Sept} , 2003, by <u>Debbie Rosso</u>, hereinafter referred to as "the Homeowner," in favor of the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, a body politic and corporate, hereinafter referred to as "BOCC."

RECITALS:

- A. The Homeowner is the fee simple titleholder to certain real property ("the Property") located in Monroe County, Florida, identified as street address: <u>1710 Bahama Drive</u>, <u>Key West</u>, Florida <u>33040</u>.
- B. The BOCC is the owner and operator of Key West International Airport ("the Airport").
- C. It is the purpose of this Easement Agreement to grant to the BOCC a perpetual avigation easement, on terms as hereinafter set forth.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt and adequacy of which is hereby acknowledged by both parties, the Homeowner and the BOCC agree as follows:

- 1. The Homeowner on behalf of the Homeowner and its heirs, assigns and all successors in interest, does hereby grant, bargain, sell and convey to the BOCC, its successors and assigns, a perpetual avigation easement over the Property. The use of the easement shall include the right to generate and emit noise, and to cause other effects as may be associated with aircraft landing and taking off at the Airport. This easement shall apply to all such aircraft activity at the Airport, with a maximum applicable noise level as projected on the Year 2003 Noise Exposure Map, Without Program Implementation (see attached), and it being the intent of the parties that all such Airport activity shall be deemed to be included within the purview of this easement so long as the noise level does not exceed the referenced maximum (Year 2003 Noise Exposure Map, Without Program Implementation).
- 2. This easement shall be perpetual in nature and shall bind and run with the title to the Property and shall run to the benefit of the BOCC or its successor in interest as owner and operator of the Airport.
- 3. The Homeowner on behalf of the Homeowner, its heirs, assigns and successors in interest, does hereby release the BOCC, and any and all related parties of the BOCC, including but not limited to BOCC members, officers, managers, agents, servants, employees and lessees, from any and all claims, demands, damages, debts, liabilities, costs, attorneys fees or causes of action of every kind or nature for which the

July 11, 2002

Page 1 of 5

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Doc# 1511840 Bk# 2107 Pg# 1818

AVIGATION EASEMENT

- Homeowner or its heirs, assigns, or successors currently have, have in the past possessed, or will in the future possess, as a result of normal Airport operations or normal aircraft activities and noise levels related to or generated by normal Airport activity, or may hereafter have as a result of use of this easement, including but not limited to damage to the above-mentioned property or contiguous property due to noise, and other effects of the normal operation of the Airport or of aircraft landing or taking off at the Airport.
- 4. Should either party hereto or any of their successors or assigns in interest retain counsel to enforce any of the provisions herein or protect its interest in any matter arising under this Agreement, or to recover damages by reason of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to all costs, damages and expenses incurred including, but not limited to, attorneys fees and costs incurred in connection therewith, including appellate action.
- 5. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision. This agreement shall be interpreted and construed according to the laws of the State of Florida.
- 6. No breach of any provision of this Agreement may be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may be amended only by written instrument executed by the parties in interest at the time of the modification. In the event that any one or more covenant, condition or provision contained herein is held invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision hereof so long as the remaining provisions do not materially alter the rights and obligations of the parties. If such condition, covenant or other provision shall be deemed invalid due to this scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 7. In the event the Airport shall be subdivided into more than one parcel, or the Airport or a portion thereof becomes subject to operation, management or administration by a party in addition to or in lieu of the BOCC, then and in that event the parties agree that same shall not terminate or otherwise affect this Agreement so long as a portion of the Airport continues to operate for standard airport flight purposes, and that any such successor in interest to the BOCC shall be entitled to all of the benefits running to the BOCC hereunder.
- 8. If the maximum applicable noise level as projected on the Year 2003 Noise Exposure Map, Without Program Implementation (see attached) is exceeded, then the BOCC will, upon simple demand in writing from the Homeowner, cancel this Agreement from the public records.

July 11, 2002

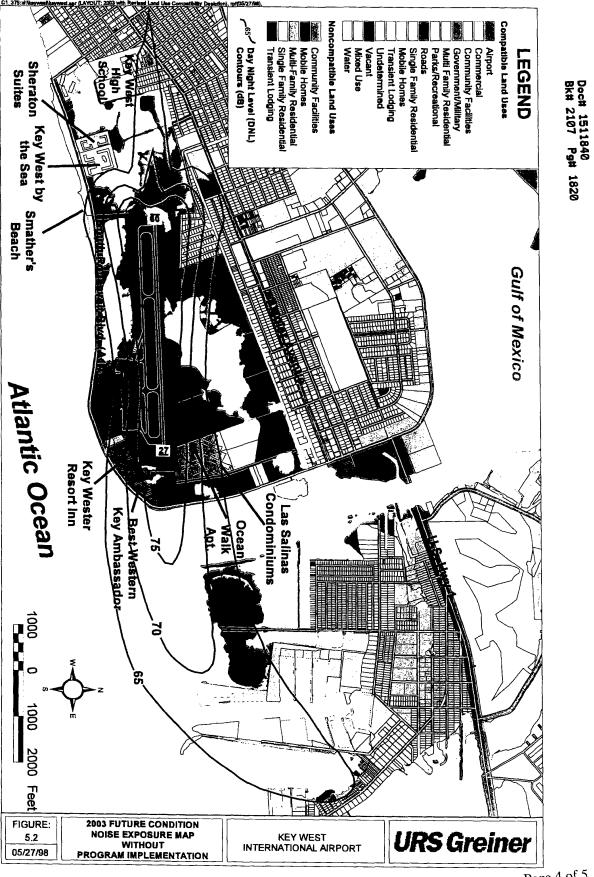
Page 2 of 5

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AVIGATION EAS	EMENT	This instrument was prepared by: Deborah W. Murphy Senior Project Manager URS Corporation <u>7650 W. Courtney Campbel</u> l Cswy. Tampa, FL 33607-1462
This Easement Agre	ement is executed as of the da	
MONROE COUNTY	BOARD OF COUNTY COMM	ISSIONERS
	mas J. Willi on behalf of and a Monroe County Board of Count	
STATE OF FLORID		
by Thomas J. Willi on	Comm# DD0263624 Expires 11/16/2007 Bonded thru (800)432-4254 Fioride Notary Assn., Inc	ne this 28 ⁴⁴ day of <u>March</u> , 20 <u>05</u> Monroe County Board of County Panell A Pumar Notary Public
HOMEOWNER By:	Debbie Rosso	OBRO
		, ,
HOMEOWNER		
Ву:		
STATE OF FLORIDA COUNTY OF MONR The foregoing instrur	-	e me this 19 day of Sept. 2003
by <u>Debbie Rosso.</u>	Polston Ticko Polston Ticko Southission Eta Southission Eta Southissio	e me this 19 day of Appt., 2003
No.	Conded The ON	
July 11, 2002	1. State Contraction Contraction	Page 3 of 5

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6003 11:40 FAA	Ø 005
Wachovia Mortgage Carp- ("Mortgagee"), upon the property described in the foregoi mortgage recorded in Official Records Book	EE CONSENT , is the owner and holder of a mortgage lien ing easement ("the Property") pursuant to a <u>5</u> , Page <u>88</u> , Public Records of Monroe County, ecting the Property to the terms and provisions
Witnesses: Witnesses: Signature of Witness Deborah L Flear Print Name of Witness Signature of Witness Signature of Witness Print Name of Witness	<u>— Ubchovia Mortgage Corporation</u> By: <u>Uloca L. Mannello</u> Debra L. Mannello As its: <u>Assistant Vice President</u>

eptember, COO3

__ as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.

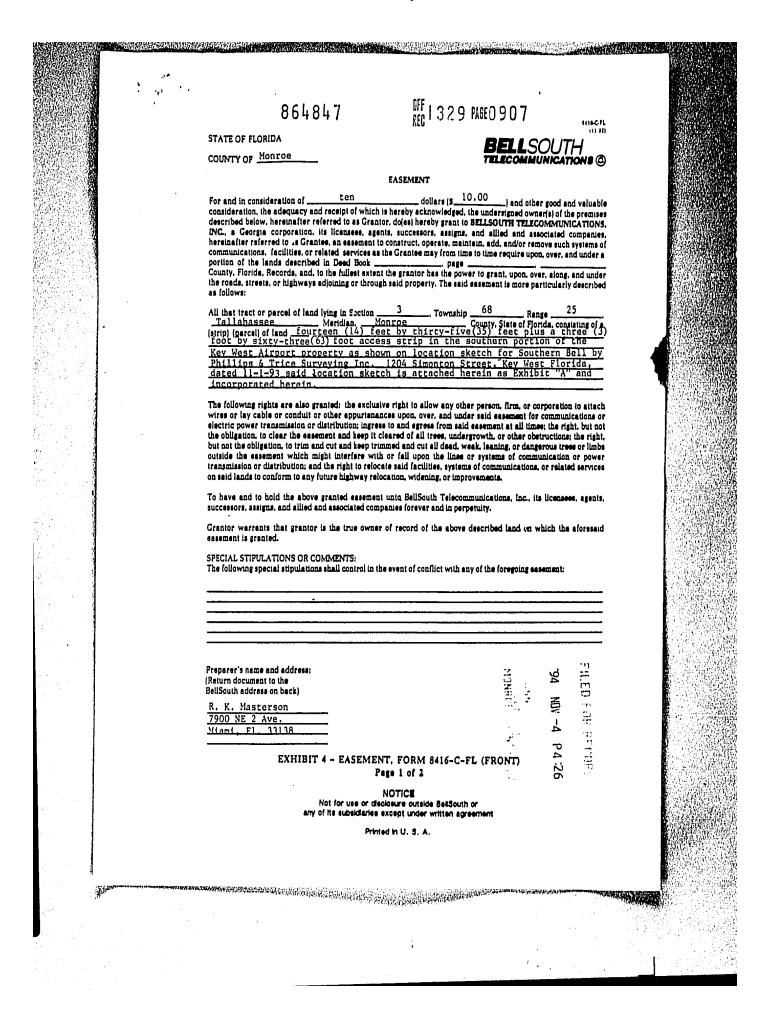
Signature of Notary Public

Print Name of Notary Public

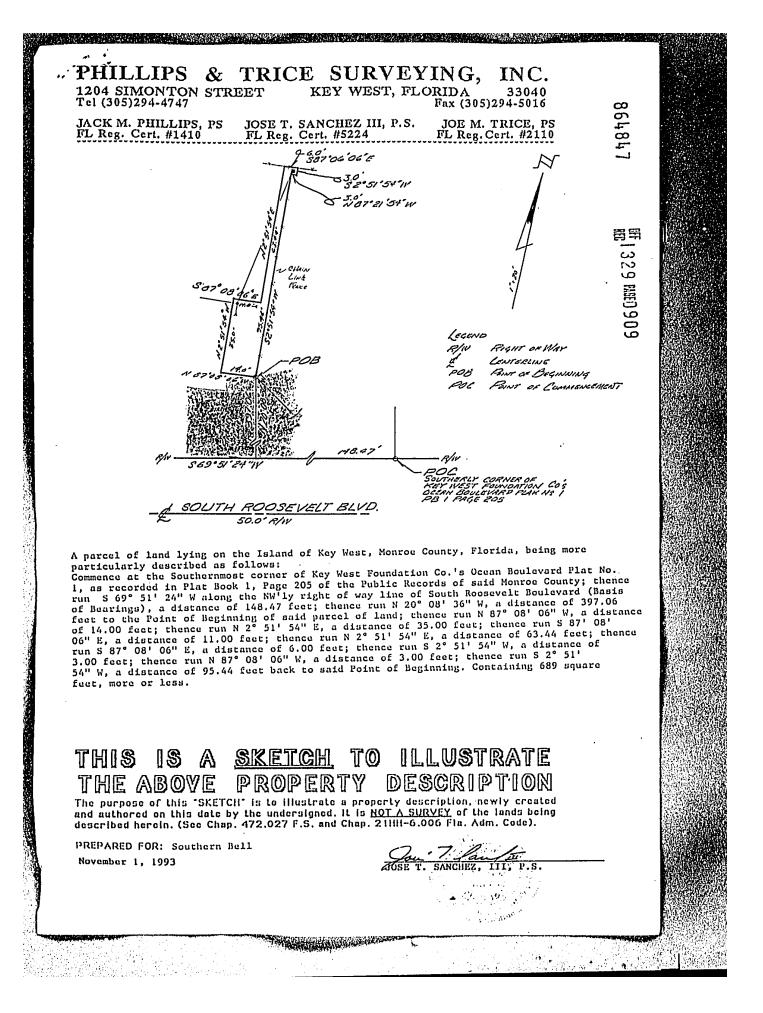
I am a Notary Public of the State of My Commission Expires on

MONROE COUNTY OFFICIAL RECORDS

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OFF REC 1329 PAGE0908 864847 20th In witness whereof, the undersigned has/have October ______ 1994___ ___ day of ed this instrument to be executed on the Signed, sealed, and delivered in the presence of: MONROE COUNTY Name of Corporat By: Titler Mayor Pro Tem DANNY L KOLHAGE Attent State of Florida County of Mond County of <u>Monore</u> A. Earl Chaol and I HEREBY CERTIFY that <u>Donnet</u> X. Kollage personally appeared before me and acknowledged that herebe was the same. The foregoing instrument was acknowledged before me this <u>H</u>______ day of that herebe was the same. The foregoing instrument was acknowledged before me this <u>H</u>______ day of that herebe was the same. The foregoing instrument was acknowledged before me this <u>H</u>______ day of that herebe was the same. The foregoing instrument was acknowledged before me this <u>H</u>______ day of <u>H</u>______ composition of the foregoing instrument was acknowledged before me this <u>H</u>______ day of <u>H</u>______ composition of the foregoing instrument was acknowledged before me this <u>H</u>______ day of <u>H</u>______ composition of the foregoing instrument was acknowledged before me this <u>H</u>______ day of <u>H</u>______ composition of the foregoing instrument was acknowledged before me this <u>H</u>______ day of <u>H</u>______ composition of the foregoing instrument was acknowledged before me this <u>H</u>______ day of <u>H</u>______ composition of the foregoing instrument was acknowledged before me this <u>H</u>______ day of <u>H</u>_______ day of <u>H</u>______ day of <u>H</u>_______ day of <u>H</u>______ day of <u>H</u>______ day of <u>H</u>_______ day of <u>H</u>_______ day of <u>H</u>_______ day <u>H</u>______ day <u>H</u>______ day <u>H</u>_______ day <u>H</u>______ day <u>H</u>_______ day <u>H</u>_______ day <u>H</u>_______ day <u>H</u>______ day <u>H</u>_______ day <u>H</u>________ day <u>H</u>________ day <u>H</u>_______ day <u>H</u>_______ Manue County _ corporation, on behalf of the (name of corporation), a. . corporation. He'she is personally known to me or has produced, and did/did not take an oath. as identification Witness my hand and official seal in the County and State last aforesaid, this Ч day of Jantzen Prith <u>,</u>Qmm 3 ないというないというない Notery Public **N**3 RUTH ANN JARTZEN Print Name 0 11 ¥7 (Notory) STATE OF FLORIDA Public My Comm Exp12/30/95 Commission Nun BONDED My Commission Expires Grantee's Address: Grantor's Address: 5100 College Road BellSouth Telecommunications. Inc. 9500 SW 180 Street Key West, Florida 33040 Miami, F1, 33157 . TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS. INC. Wire Center Authenty District RW Num AL NUMBE Drawing ocesies. T-II. Approved EXHIBIT 4 - EASEMENT, FORM 8416-C-FL (BACK) Page 2 of 2 NOTICE Not for use or disclosure outside BelSouth or of the subsidiaries is mean under written is treament amy 65 ١.



122412

PROJECT: ANADOCH HANK Site KN-65

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TRACTS: 103-E and 105-E

the main

WITNESSETH, that the party of the first part, for and in consideration of the sum of THREE HUNDRED (\$300.00) DOLLARS, the receipt and sufficiency, of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto the United States of America and its assigns, perpetual and assignable easements in land designated as Tracts 103-E and 105-5 which are described in the Schedules "A" attached hereto and incorporated by reference herein, consisting of the following rights:

1. Perpetual and assignable easements and rights-of-way in Tract 103-2 to locate, construct, operate, maintain, repair, and remove an access road, underground powerlines, water lines, communication lines, in, upon, over, under, and across the above tract, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines: reserving, however, to the landowners, their heirs, executors, administrators, successors, and assigns, the right to use the surface of said land as access to their adjoining lands.

11. Perpetual and assignable easements and rights-of-way in Tract 105-5 to locate, construct, operate, maintain, repair, patrol, and remove underground power lines, water lines, communication lines, in, upon, over, under, and across the above tract, together with the right to trin. cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way: subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowners, their heirs, executors, administrators, successors, and assigns the right to use the surface of said land as access to their adjoining lands.

TO HAVE AND TO HOLD the said perpetual easements and rights-of-way unto the party of the second part, and its assigns, to their own properuse, benefit, and behoof forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

THE FIRST NATIONAL BANK OF LEESBURG, FLORIDA, TRUSTEE

(SEAD) BY: Vice President 1 7785 ATTEST: ashter (CORPORAST 120 33

Here 325 Page 154

TRACT NO. 1035

0.08 ACRE

HAME SITE - IM-65 ANY AR DEFENSE COMMED LEY WEST AND LEY WEST, HORNE COURT, FLORIDA

RE-D 7635

A tract or percel of land leosted in Sections 3 and h. Tomship 68 South, Range 25 East, Henroe County, Florida, and lying South of the S2 of Percel 42 as recorded in Plat Book b. Page 69 of the public records of Nource County, Florida, more particularly described as follows:

As a point reference, commune at the Southeast souther of Parcel 42; run thence Horth 880 41 54 West, 405.50 feat to the point of beginning.

From the point of beginning; run thence South 1º 16: 06" Most, 50 feet to a point; thence North 88° hl: 50" West, 75 feet to a point; thence North 1° 18: 06" East, 50 feet to a point; thence South 88° hl: 50" East, 75 feet to the point of beginning, containing 0.08 of an acre, more or loss.

11 325 ME 115

SCHEDULE "A" * THACT HD. 1052 FUNNT MATIONAL MAK OF LENSING, THUSTOR

> HAME SITE - EM-65 AMOY AIR INFINIE COMMEND KET MEST, MONDER COMMEN, FLOREDA

O,OL ACRE

RE-D 1635

A strip or percel of land located on the Island of Key West, in Section 34, Tournhip 67 South, Range 25 East, Monroe County, Florida, more perticularly described as follows:

A strip or parcel of land 30 feet in width and lying 15 feet on each side of the following described conterline:

For a point of peference, committee at the Mortheast corner of Parcel 12, as shown in Plat Book 1, Page 69 of the Public Records of Monroe County, Plorids; run thence North 68 157 10" East, 10 feet to the point of beginning.

From the point of beginning; run themee North 21° 141 20" Nest, 60 feet to the point of termination.

The above described strip or parcel of land contains 0.04

識325 mg 100

STATE OF FLORIDA

1.413

I MEMORY CENTIFY, that on this 30th day of 1964, before as personally appeared H.L. Calls day of October R.G. AULT stively Vice Pr Asst. 1. . Cambier Summing of the First Sublemal But of Loss Trustee, to so known to be the individuals and offic and who emergined the foregoing terrepases to the US mrg, Florid h., ad in to to the MITTID STATIS OF -AMERICA and severally of tion thereof to b e their free act and deal as such officers there a cala a wiped; and that the official seal of said corporation is daly affined therete, and the said conveyance is the act and dout of said corporation.

County of Lake , and State of Florida , the day and year last aforesaid.

V

Then A Trank.

My commission expires day of A.D. 19

122412

Recorded in Official Record and Montoe County, Florida EARL R. ADAMS CLERN OF CHRONIT COUNT RECORD VERIFIED

Public.net Monroe County, FL

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00065450-000000
Account#	1068152
Property ID	1068152
Millage Group	10KW
Location Address	VACANT LAND, KEY WEST
Legal Description	KW A PARCEL OF LAND LYING BETWEEN S ROOSEVELT BLVD & FLAGER AVE PROPOSED ROAD PT PARCEL NO 6 G66-364 OR471-337-340 (Note: Not to be used on legal documents.)
Neighborhood	31100
Property Class	RIGHT OF WAY (9400)
Subdivision	
Sec/Twp/Rng	03/68/25
Affordable Housing	No

Owner

CITY OF KEY WEST PO Box 1409 Key West FL 33041

Valuation

	2022 Working Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+ Market Improvement Value	\$0	\$0	\$O	\$0
+ Market Misc Value	\$0	\$0	\$O	\$0
+ Market Land Value	\$50,000	\$50,000	\$50,000	\$50,000
= Just Market Value	\$50,000	\$50,000	\$50,000	\$50,000
= Total Assessed Value	\$163	\$149	\$136	\$124
- School Exempt Value	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)
= School Taxable Value	\$0	\$0	\$0	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	1.00	Lot	0	0

View Tax Info

View Taxes for this Parcel

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