

**ATTACHMENT 2**

This instrument prepared by,  
or under the direction of:  
PEDRO J. MERCADO  
Chief Assistant County Attorney  
Monroe County  
FBN# 84050  
1111 12thj St, Suite 408  
Key West, FL 33041

**QUIT CLAIM DEED**

**THIS DEED**, made this \_\_\_\_ day \_\_\_\_\_, 2026, by the **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA**, a political subdivision of the State of Florida and party of the first part, whose address is 1100 Simonton Street, Key West, FL 33040, to the **CITY OF KEY WEST**, a municipality incorporated in the State of Florida and party of the second part, whose address is 1300 White Street, Key West, Florida 33040.

**WITNESSETH**, that the said party of the first part, for and in consideration of the assumption of jurisdiction and responsibility over the property conveyed herein does hereby remise, release and quitclaim unto the said party of the second part forever, all the right, title, interest, claim and demand which the said party has in and to the following described real property lying and being in Monroe County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
Parcel ID: 00058790-000100  
Parcel ID: 00058800-000000

By acceptance of this quit claim deed, party of the second part hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Land and Water Conservation Fund Program Grant, Project # 12-00209 as amended in Project # 12-00209.1, see EXHIBIT "B" attached hereto and made a part hereof. These covenants and restrictions shall run with the Property herein described in perpetuity.

**(SIGNATURE PAGE TO FOLLOW)**

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise pertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting as the Mayor of said Board, the day and year aforesaid.

(SEAL)

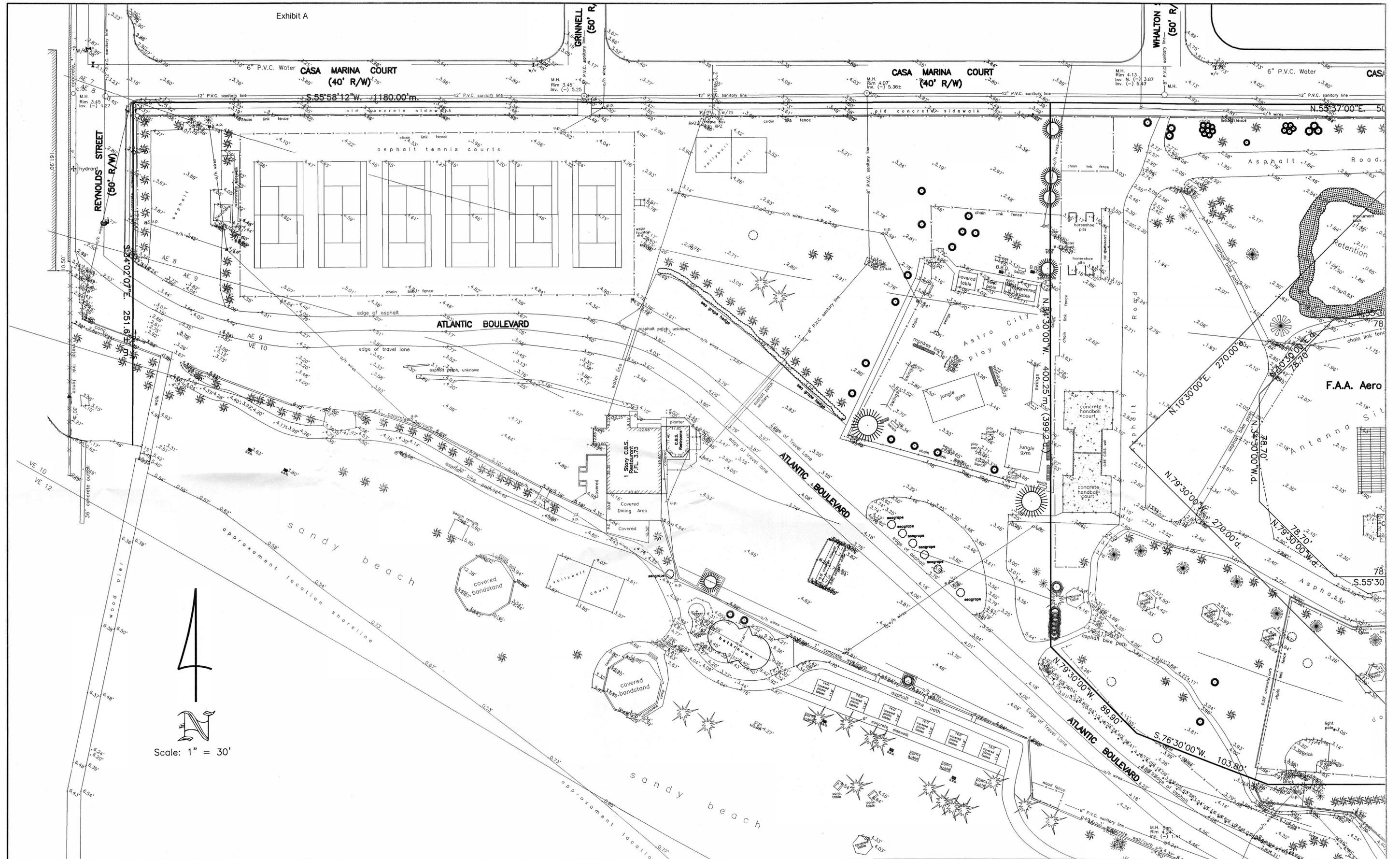
**ATTEST: KEVIN MADOK, CLERK**

**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By \_\_\_\_\_  
**As Deputy Clerk**

By \_\_\_\_\_  
**Mayor/Chairman**

Exhibit A



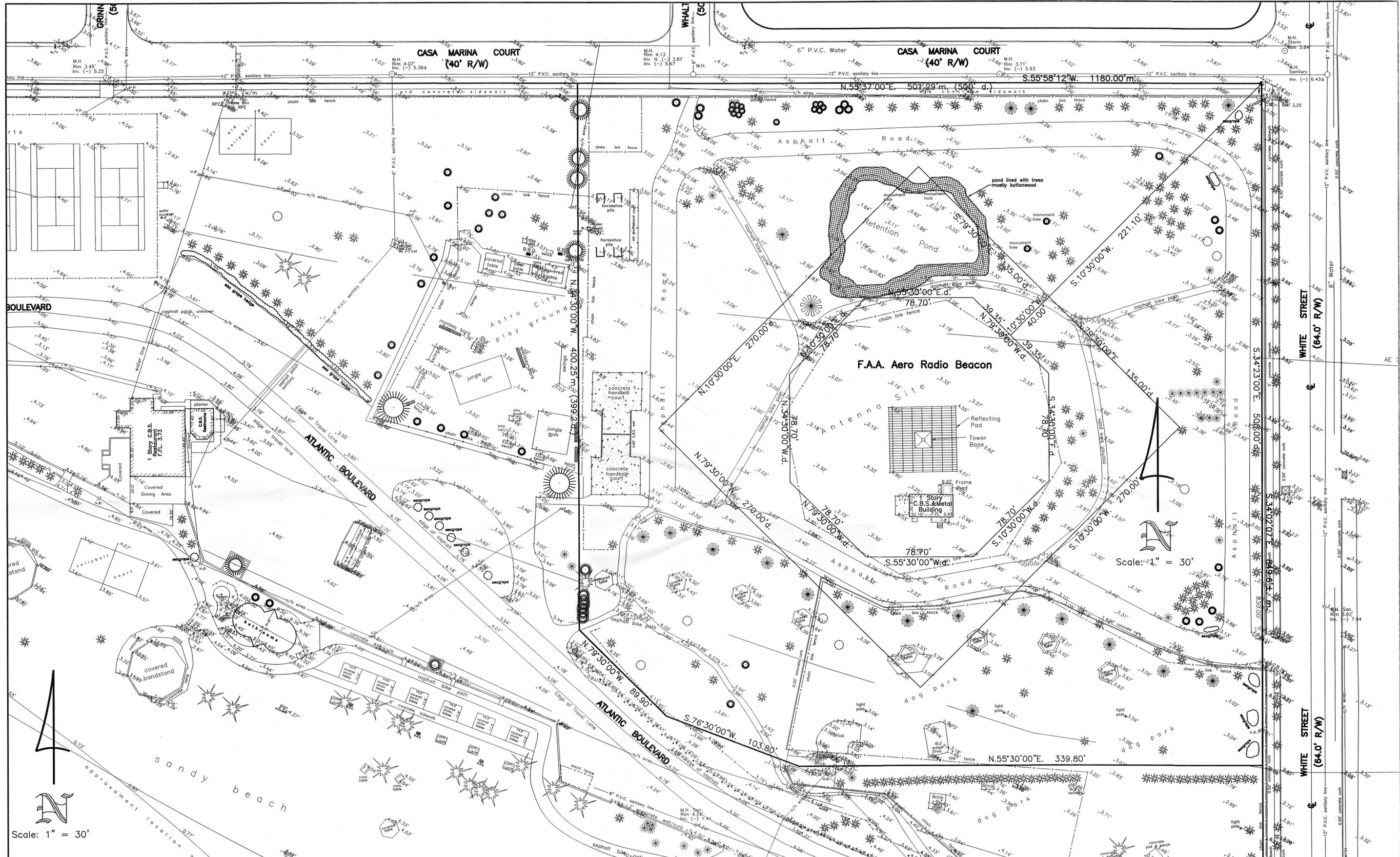
REVISIONS:		
No.	Date	Remarks

Sheet Description:  
**Boundary & Topographical Survey**

Project:  
**Higgs Beach  
 Atlantic Blvd.  
 Key West, Fl. 33040**

**ISLAND SURVEYING INC.**  
 Engineers Planners Surveyors  
 3152 Northside Drive #201, Key West, Florida 33040  
 (305) 293-0466 Fax. (305) 293-0237  
 fhildeb1@bellsouth.net

Date: 4/23/10  
 Designed:  
 Drawn: FHH & DRE  
 Checked: FHH  
 Dwg. No. 10-181  
 Sheet No. 2 of 5



Scale: 1" = 30'

Scale: 2" = 30'

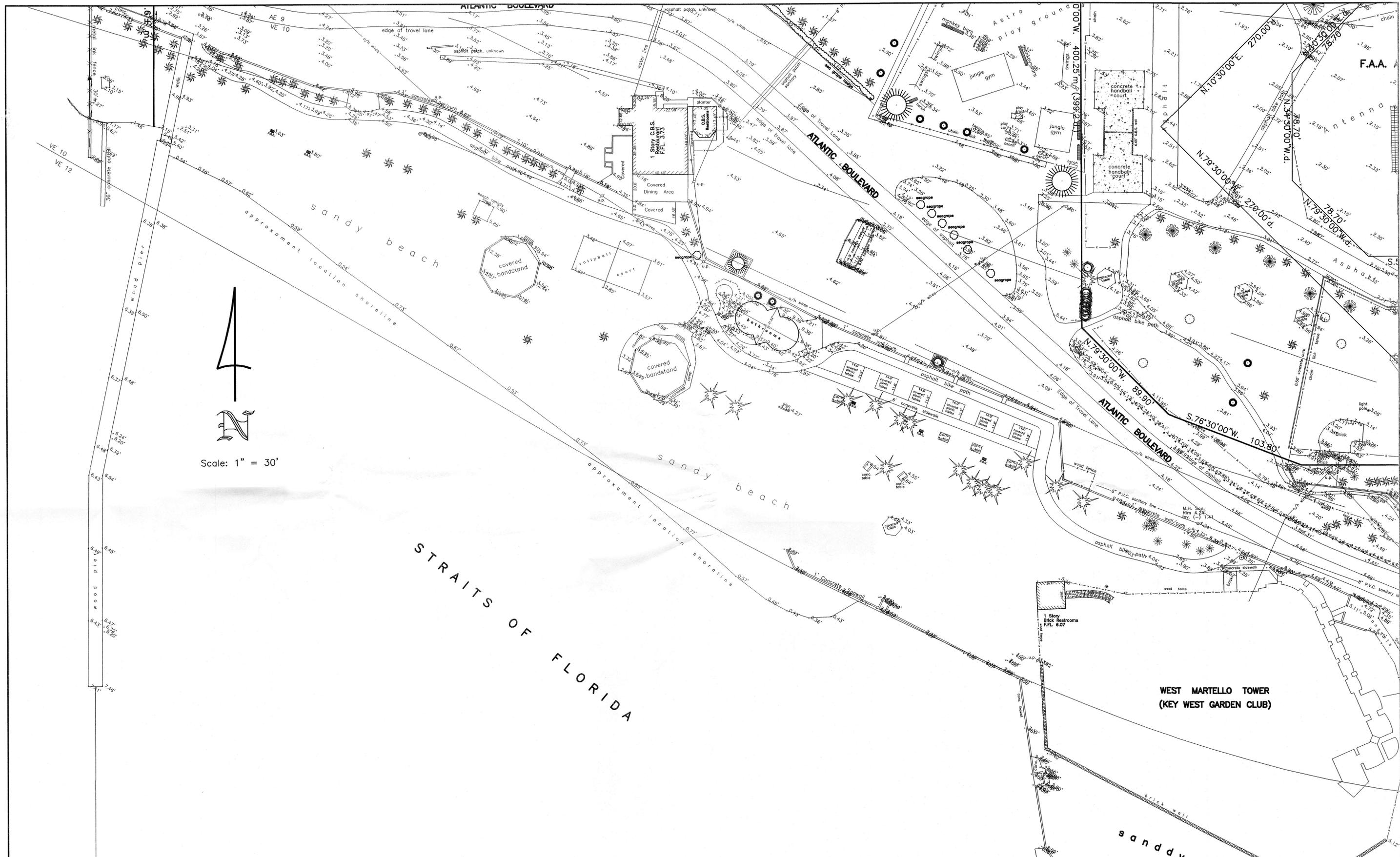
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 Sheet No. 3 of 5



4  
 Scale: 1" = 30'

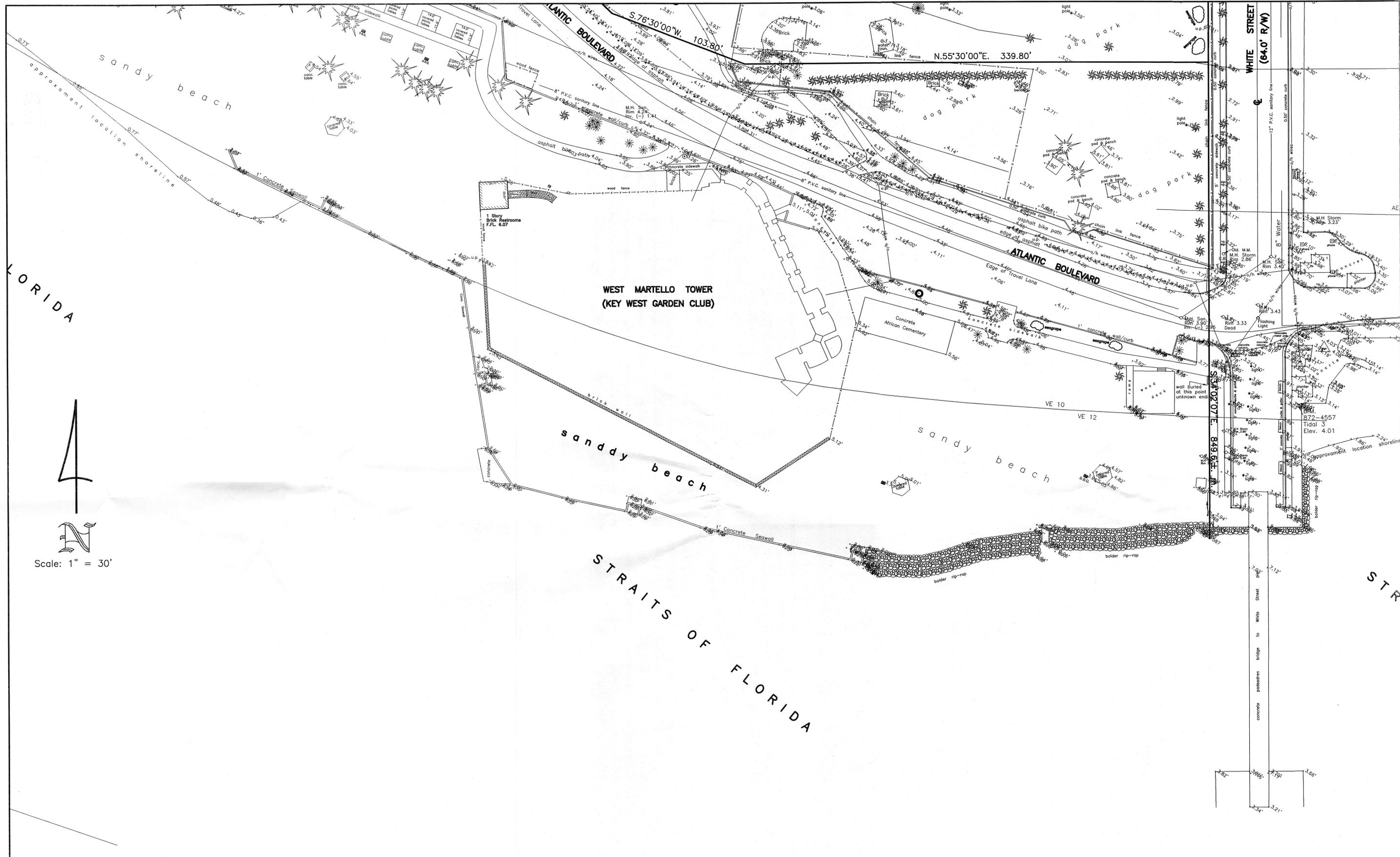
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 Sheet No. 4 of 5



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 Designed: \_\_\_\_\_  
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 Dwg. No. 10-181  
 Sheet No. 4 of 5

**PARTIAL LEGAL DESCRIPTION:**

A certain tract of land lying and being in Monroe County, Florida, on the Island of Key West, being all the lands within the following metes and bounds except the described Enclave.

From the Point of Start (P.O.S.), said point being at the intersection of the Westerly line of White Street and the Southerly line of Casa Marina Court and being marked by a 1/4 inch copper bolt set in the top of a concrete monument, proceed S 10 degrees 30' W, 221.1 feet to a point, said point being the Point of Beginning (P.O.B.); thence S 79 degrees 30' E, 135.0 feet to a point; thence S 10 degrees 30' W, 270.0 feet to a point; thence N 79 degrees 30' W, 270.0 feet to a point; thence N 10 degrees 30' E, 270.0 feet to a point; thence S 79 degrees 30' E, 135.0 feet to the Point of Beginning. Excepted from the lands thus bounded is an Enclave being described as follows: Starting from the above described Point of Beginning, proceed S 10 degrees 30' W, 40.0 feet to a point, said Point being the Point of Beginning to the Enclave; thence S 79 degrees 30' E, 39.35 feet to a point; thence S 34 degrees 30' E, 78.70 feet to a point; thence S 10 degrees 30' W, 78.70 feet to a point; thence N 34 degrees 30' W, 78.70 feet to a point; thence S 79 degrees 30' E 39.35 feet to the Point of Beginning of the Enclave.

The net area of the lands herein described (Parcel within outer bounds less enclave) being 0.91 acres more or less.

A certain tract or parcel of land lying and being in Monroe County, Florida, on the Island of Key West, being all the lands within the following metes and bounds except an enclave described as follows:

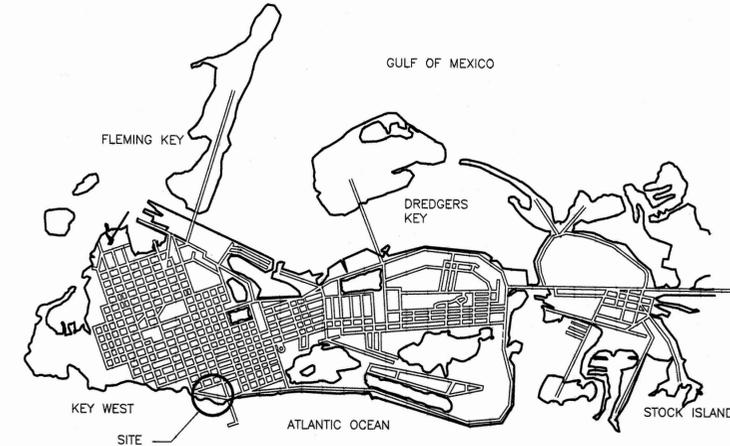
From a Point of Beginning (P.O.B.) said point being in the westerly line of White Street approximately 400 feet southerly from the County Road and being marked by a 1/4 inch copper bolt set in the top of a concrete monument set at the Northeast corner of the boundary fences, proceed S 34 degrees 23' East, 500 feet to a point in the Westerly line of White Street; thence S55 degrees 30' W, 339.8 feet to a point; thence S 76 degrees 30' W, 103.3 feet to a point; thence N79 degrees 30' W, 89.9 feet to a point; thence N 34 degrees 30' W, 399.2 feet to a point in the Southerly boundary of Casa Marina Court; thence N 55 degrees 37' E, 500 feet to the Point of Beginning. Excepted from the lands thus bounded is an enclave being more particularly described as follows: Starting from the above described P.O.B., proceed S 10 degrees 30' W, 221.1 feet to a point, said point being the point of beginning of the Enclave; thence S 79 degrees 30' E, 135.0 feet to a point; thence S 10 degrees 30' W, 270.0 feet to a point; thence N 79 degrees 30' W, 270.0 feet to a point; thence S 79 degrees 30' E, 135.0 feet to the Point of Beginning of the enclave.

The net area of the lands herein described (Parcel within outer bounds less enclave) being 4 acres more or less.

There is a reserved from this grant an easement 15 feet wide from the public road to the Enclave as it existed on March 15, 1973, and a 10 foot wide easement for buried electrical cable running northeasterly approximately 50 feet from the northeast corner of the Enclave to the boundary of White Street. The access road may be relocated t the expense of the Grantee with the consent of the Grantor.

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 conveyance and agreements affecting the above described premises whether or not the same now appear of record.



LOCATION MAP

**SURVEYOR'S NOTES:**

North arrow based on State Plane Coordinate System  
 Reference Bearing: State plane Coordinate System  
 3.4 denotes existing elevation  
 Elevations based on N.G.V.D. 1929 Datum  
 Bench Mark No.: 872-4557 Tidal 3 Elevation: 4.01

**Abbreviations:**

Sty. = Story  
 R/W = Right-of-Way  
 fd. = Found  
 p. = Plat  
 m. = Measured  
 O.R. = Official Records  
 Sec. = Section  
 Twp. = Township  
 Rge. = Range  
 N.T.S. = Not to Scale  
 C = Centerline  
 Elev. = Elevation  
 B.M. = Bench Mark  
 P.O.C. = Point of Commence  
 P.O.B. = Point of Beginning  
 pg. = page  
 Elec. = Electric  
 Tel. = Telephone  
 O.L. = On Line  
 C.L.F. = Chain Link Fence  
 A/C = Air Conditioner

o/h = Overhead  
 u/g = Underground  
 F.F.L. = Finish Floor Elevation  
 L.B. = Low Beam  
 Irr. = Irregular  
 conc. = concrete  
 I.P. = Iron Pipe  
 B = Baseline  
 C.B. = Concrete Block  
 C.B.S. = Concrete Block Stucco  
 cov'd. = Covered  
 wd. = Wood  
 w.m. = Water Meter  
 F.W. = Fire Well  
 CB = Catch Basin  
 E = Electrical pull-box

**Monumentation:**

⊙ = set 1/2" Iron Pipe, P.L.S. No. 2749  
 ▲ = Set P.K. Nail, P.L.S. No. 2749  
 ● = Flood Zone 120168 1516 K  
 2/18/2005  
 AE 7 to VE12

☼ = buttonwood tree  
 ☼ = australian pine trees 6" to 52"  
 ☼ = coconut trees 4" to 12"  
 ☼ = palm trees 2" to 10"  
 ○ = misalliances trees  
 ○ = gumbo limbo  
 ▲ = no parking, reflection signs  
 ○ = sign

Field Work performed on: 4/1/10-6/1/10

**CERTIFICATION:**

I HEREBY CERTIFY that the attached BOUNDARY & TOPOGRAPHICAL SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT  
 Professional Land Surveyor & Mapper No. 2749  
 Professional Engineer No. 36810  
 State of Florida  
 NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

REVISIONS:		
No.	Date	Remarks
1	8/1/11	Correct FIRM Line

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 Designed: \_\_\_\_\_  
 Drawn: FHH & DRF  
 Checked: FHH  
 Dwg. No. 10-181  
 Sheet No. 5 of 5

EXHIBIT B

PL

C11633  
(DNR Contract Number)

FLORIDA DEPARTMENT OF NATURAL RESOURCES  
LAND AND WATER CONSERVATION FUND PROGRAM

Project Agreement

12-00209  
(Project Number)

This Project Agreement made and entered into this 19<sup>th</sup>  
day of December, 1983, by and between the State of  
Florida Department of Natural Resources, hereinafter called  
DEPARTMENT and Monroe County,

hereinafter called the PROJECT SPONSOR, in furtherance of an  
approved outdoor recreation project involving the parties hereto  
in pursuance of which the parties hereto agree as follows:

1. This Agreement shall be performed pursuant to  
Chapter 16D-5, Part I, Florida Administrative Code, the Land and  
Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), as  
amended, and in accordance with the general provisions for such  
contracts prescribed by the United States Department of the  
Interior attached hereto and designated Exhibit "A". By  
acceptance of the grant, the PROJECT SPONSOR agrees to comply  
with the requirements of Title VI of the Civil Rights Act  
of 1964, and Section 504 of the Rehabilitation Act of 1973, and  
further agrees to cooperate with the DEPARTMENT in all aspects  
of compliance with all federal and state laws relating to the  
Program funds. It is the intention of the parties hereto that  
none of the provisions of Section 163.01, Florida Statutes, shall  
have application to this Agreement.

2. The DEPARTMENT has found that outdoor recreation is  
the primary purpose of the project known as Higgs Beach Park  
(Land and Water Conservation  
Fund project number 12-00<sub>209</sub>), and enters into this Project  
Agreement with the PROJECT SPONSOR for construction of outdoor

recreation facilities and improvements on the real property described in Exhibit "B" attached.

3. The PROJECT SPONSOR will construct, or cause the construction of, certain outdoor recreation facilities and improvements in accordance with the project elements described herein and in accordance with the site plan attached as Exhibit "C".

The following shall be considered the project elements:

site preparation, tennis courts, shelters and picnic facilities.

4. The PROJECT SPONSOR shall begin work on the project by January 1, 1984 and shall complete the project by September 15, 1984 unless amended by mutual agreement for good cause.

5. The DEPARTMENT shall pay, on a reimbursement basis to the PROJECT SPONSOR such Program funds, not to exceed \$ 110,223.56, which will pay said Program's share of the cost of the project. Program fund limits are based upon the following:

Total Project Cost	\$ <u>220,447.12</u>
Program Amount	\$ <u>110,223.56</u>
Program Sponsor Match	\$ <u>110,223.56</u>

→ Type of Match Cash expenditures/force account 50%-50% basis

Program funds may be released in no more than five (5) installments, at the discretion of the DEPARTMENT, upon the request of the PROJECT SPONSOR. The DEPARTMENT shall retain \$ 11,022.36 of the entire program amount until completion of the project.

6. Eligible costs for constructing said project are defined in the Grant Accountability Policy described in Exhibit "D", attached. Expenses, representing the grant amount and required match, shall be reported to the DEPARTMENT and summarized on certification forms provided in Exhibit "D". The PROJECT SPONSOR shall retain all records supporting these costs for three (3) years after the fiscal year in which the final Program payment was released by the DEPARTMENT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three-year retention period.

7. The DEPARTMENT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DEPARTMENT for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of \$ \$5,700.00 for: Project planning, development, and environmental assessment.

8. Competitive open bidding and purchasing for the construction of said project facilities or improvements shall comply with all applicable laws. Following completion of project construction, the PROJECT SPONSOR'S Liaison Agent shall provide a statement certifying all purchases or contracts for construction were competitively bid pursuant to applicable law.

9. Richard W. Froemke, Chief, Office Rec. Serv.,  
(Name) (Title)

or successor, is hereby designated as the DEPARTMENT'S Contract Manager for the purpose of this Project Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The PROJECT SPONSOR shall appoint a Liaison Agent, whose name and title shall be submitted to the DEPARTMENT upon execution of the Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement. The PROJECT

SPONSOR'S Liaison Agent shall submit to the DEPARTMENT a signed project status report every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

10. The PROJECT SPONSOR agrees to provide the DEPARTMENT with annual attendance reports at such time the project is opened for use by the general public. Said attendance reports shall be submitted to the DEPARTMENT during the month of July of each year and shall provide attendance records for a one-year period beginning on July 1, and ending on June 30 of the previous year.

11. Should a user fee system be implemented for the project, such fees shall be imposed uniformly upon all users without regard to age, sex, race, other condition, or the political subdivision in which the user may reside. If requested by the PROJECT SPONSOR and authorized by the DEPARTMENT, special allowances may be made for certain classes or groups of users.

12. All moneys expended by the PROJECT SPONSOR for the purposes contained herein shall be subject to preaudit review and approval by the Comptroller of Florida in accordance with Section 17.03, Florida Statutes. Supporting documentation for expenditures shall be provided by the PROJECT SPONSOR in accordance with the Grant Accountability Policy, attached as Exhibit "D".

13. The PROJECT SPONSOR agrees to save and hold harmless the DEPARTMENT, its officers, agents, and employees from any and all liabilities, claims, actions, damages, awards and judgements, to the extent allowed by law, arising from the PROJECT SPONSOR'S obligations contained herein to construct, operate and maintain the project.

14. The DEPARTMENT reserves the right to inspect said project and any and all records related thereto at any time.

15. This Project Agreement may be unilaterally cancelled by the DEPARTMENT in the event the PROJECT SPONSOR refuses to allow public access to all documents, papers, letters,

or other material made or received in conjunction with the Project Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

16. The PROJECT SPONSOR agrees to dedicate the land described in Exhibit "B" and by its acceptance of the provisions of this Agreement does hereby dedicate the land described in Exhibit "B" to the public in perpetuity as a recreation area available to the general public for recreational purposes only.

17. The PROJECT SPONSOR shall not for any reason convert all or any portion of the property described in Exhibit "B" to other than recreational purposes, without prior approval of the DEPARTMENT and the National Park Service pursuant to Section 6(f)(3) of the Land and Water Conservation Fund Act.

18. The PROJECT SPONSOR agrees to operate and maintain the project at its own expense for a minimum period of twenty-five (25) years from the date of project completion. The project shall be open for public use; shall be maintained in accordance with applicable health standards and shall be kept in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR covenants that it has full legal authority and financial ability to operate and maintain said project facilities and improvements.

19. Following receipt of an audit report identifying any refund due the DEPARTMENT for non-compliance by the PROJECT SPONSOR with said Project Agreement, the PROJECT SPONSOR will be allowed a maximum of sixty (60) days to submit additional pertinent documentation to offset the amount identified as being due the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the PROJECT SPONSOR, will inform the PROJECT SPONSOR of any refund due the DEPARTMENT.

20. The DEPARTMENT shall have the right to demand a refund, either in whole or part, of the funds provided to the PROJECT SPONSOR for non-compliance with the terms of this Project Agreement, and the PROJECT SPONSOR upon notification from the DEPARTMENT, agrees to refund, and will forthwith pay directly to

the DEPARTMENT the amount of money demanded.

21. If the United States, acting through the Department of the Interior, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the DEPARTMENT, in whole or in part, of the funds provided to the PROJECT SPONSOR under the terms of this Agreement, the PROJECT SPONSOR, upon notification from the DEPARTMENT, agrees to refund and will forthwith repay directly to the DEPARTMENT the amount of money demanded.

22. For any year in which this contract extends beyond the DEPARTMENT'S fiscal year (June 30), performance by the DEPARTMENT under this contract shall be subject to and contingent upon the availability of monies lawfully appropriated to the DEPARTMENT for the purposes of this contract.

22. The PROJECT SPONSOR and the DEPARTMENT mutually agree to the following special terms and conditions incorporated as part of this Agreement: NONE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the officers and agents thereunto lawfully authorized.

STATE OF FLORIDA  
DEPARTMENT OF NATURAL RESOURCES

Monroe County Commission

Recommended  
By: *Ney C. Landrum*  
Ney C. Landrum  
Liaison Officer  
State of Florida

Accepted  
By: *Wilhelmina L. Harper*  
Its Agent for this Purpose (Mayor)

Approved  
By: *Elton J. Gissendanner*  
Dr. Elton J. Gissendanner  
Executive Director

Attest: *W. R. B. O.*

Attest: *Violet Davis*

*Richard S. Frank*  
DNR Contract Manager

*Albert Seibull*  
DNR Contract Administrator

Approved as to  
Form and Legality  
*[Signature]*  
DNR Attorney

DEPARTMENT OF NATURAL RESOURCES  
Florida Land and Water Conservation Fund Program  
LIST OF PROJECT ELEMENTS

The Clarence Higgs Beach & Park Expansion consisted of the construction or renovation of the following project elements:

1. Three (3) new tennis courts were constructed adjacent to the already existing three (3) tennis courts, thus doubling the recreation facilities in this area of the park.
2. One (1) new handball/racquetball was constructed in the area of the radio tower.
3. Several segments of fencing were removed and the area graded and leveled to receive crushed limerock fill. Approximately 4,030 cubic yards of fill material was spread and rolled in this section and then covered with 1,160 cubic yards of sand. This greatly enlarged the area of sandy beach at the Higgs Beach Park as can be seen by the as-built site plans.
4. In this newly expanded section, the Public Works Department constructed eight (8) tiki huts for use as picnic shelters. Eight (8) picnic benches were also constructed with one (1) placed at each tiki. In addition, the Public Works Department purchased eight (8) new barbecue grills, one (1) for each shelter.
5. The existing roadway in the park area had to be re-routed to accomodate the expansion of the beach area and a new roadway with an alternate routing was constructed. This new roadway consists of a crushed limerock base with a double-surface treatment of oil and rock, this construction method is identical to the one used by Monroe County in construction of all of our secondary roads. Future plans call for the extension of this road throughout the park area to provide access to the proposed parking lot addition.
6. The Public Works Department has planted the restoration area with many different species of indigenous trees and shrubs. Disease-resistant coconut palms line the new road and aralia shrubs have been planted along the fence fronting Casa Marina Ct. Gumbo Limbo trees, mahogany trees, tropical almond trees and various palms have been placed throughout the park area in addition to seagrape, buttonwood and croton plantings.
7. Other landscaping that has already been completed includes the placing of large natural coral boulders between the palms along the roadway.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

STATE Florida

Project Amendment No. 12-00209.1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 12-00209 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of \_\_\_\_\_ pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

Change in project scope to include development of handball/racquetball court.

Federal assistance will remain the same.

Fla-Monroe-N/A  
12-087-0000

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By LE Swint  
(Signature)

Program Manager  
(Title)

National Park Service  
United States Department of  
the Interior

Date MAY 31 1984

STATE

Florida  
(State)

By Ney C. Landrum  
(Signature)

Ney C. Landrum  
(Name)

State Liaison Officer  
(Title)

