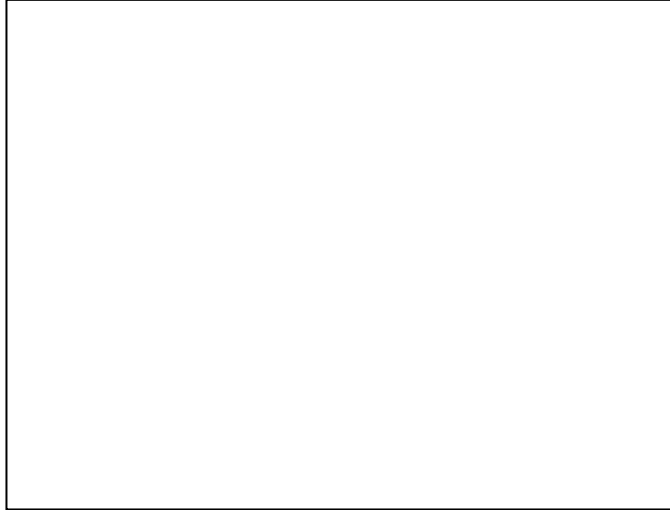




This instrument prepared by:

John W. Wallace, Esq.
Smith Hulsey & Busey
1 Independent Drive, Ste. 3300
Jacksonville, Florida 32202

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by The Naval Properties Local Redevelopment Authority of the City of Key West, (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "DEP"). This Declaration, made pursuant to either Chapter 376 or 403, Florida Statutes (F.S.), is neither extinguished nor affected by the Marketable Record Title Act in accordance with section 712.03, F.S.

RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Monroe, State of Florida, more particularly described in **Exhibit A** attached hereto and made a part hereof (hereinafter the "Property").
- B. The DEP Facility or ERIC Identification Number for the Property is ERIC_18433. The facility name at the time of this Declaration is Lofts at Bahama Village. This Declaration addresses the discharge that was reported to the DEP on December 27, 2022.

C. The discharge of arsenic and benzo(a)pyrene equivalents (BaP-E) on the Property is documented in the following reports that are incorporated by reference:

1. Supplemental Site Assessment Report and Remedial Action Plan dated December 27, 2022, submitted by Gallagher Basset Services, Inc.; and
2. Site Assessment Report Addendum and No Further Action with Conditions Proposal dated August 16, 2023, submitted by Gallagher Bassett Services, Inc.

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Property. These reports confirm that contaminated soil as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. These reports document the presence of arsenic and BaP-E in soils on the Property, and demonstrate that no groundwater contamination is present. This Declaration imposes restrictions on the entirety of the Property to address remaining soil contamination.

E. It is GRANTOR's and DEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. DEP has agreed to issue a Conditional Site Rehabilitation Completion Order (hereinafter "Order") upon recordation of this Declaration. DEP can unilaterally revoke the Order if the conditions of this Declaration or the Order are not met. Additionally, if concentrations of arsenic and/or BaP-E increase above the levels in the Order, or if a subsequent discharge occurs at the Property, DEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable DEP rules. The Order can be obtained by contacting the appropriate DEP district office or Tallahassee program area.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce DEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions and requirements:

- a. Soil Engineering Controls. The soil contaminated area located on the Property shall be permanently covered and maintained with both impermeable and permeable Engineering Controls as shown on **Exhibit B**. The Impermeable Engineering Control that consists of the building foundations, along with concrete and asphalt driveways and walks. The Permeable Engineering Control consists of a combination of concrete pavers, underlain by 1-foot of clean fill and a geotextile liner, and landscape areas, underlain by 2-feet of clean fill or underlain by 1-foot of clean fill and a geotextile liner that prevents human exposure. An Engineering Control Maintenance Plan (ECMP) has been approved by DEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Controls and the criteria for determining when the Engineering Controls have failed. The Engineering Controls shall be maintained in accordance with the ECMP. The ECMP may be amended upon the prior written consent of DEP. The ECMP, as amended, relating to DEP Facility No. ERIC_18433, can be obtained by contacting the appropriate DEP district office or Tallahassee program area.
- b. Excavation and Construction. Excavation and construction below the Engineering Control is not prohibited on the Property provided any contaminated soils that are excavated are either: 1) placed back into the excavation and the Engineering Controls are reconstructed or 2) are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas.
- c. Subdivision of Property. The criteria for direct exposure of contamination in the soil was based upon an average soil contaminant concentration calculated using a 95% Upper Confidence Limit (UCL) approach with a total of two exposure units (EUs), of 2.39 acres (the "Southern EU") and 0.79 acres (the "Northern EU"), pursuant to Rule 62-780.680, F.A.C. Therefore, the Northern EU and the Southern EU as located on the Property, and as shown on the attached **Exhibit C**, may not be subdivided into parcels smaller than the appropriate exposure unit as shown on **Exhibit C** without prior written approval from DEP's Division of Waste Management. A subsequent amendment to this Declaration shall be recorded on the Property in accordance with Paragraph 7.

3. All references to "GRANTOR" and "DEP" shall also mean and refer to their respective legal representatives, successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, DEP is hereby granted a right of entry upon, over and through and access to the Property at

reasonable times and with reasonable notice to GRANTOR. Access to the Property is available via an immediately adjacent public right-of-way.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and DEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. DEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of DEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of DEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and DEP as provided in paragraph 7 below. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify DEP in writing within three (3) calendar days.

6. In order to provide notice and preserve these restrictions, GRANTOR shall record this Declaration in the official records of the county where the Property is located. The GRANTOR shall also make specific reference to this Declaration in the legal description of the Property in any subsequent lease or deed of conveyance by specifically referencing the official records book and page of record or instrument number or record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.

7. This Declaration is binding until a release is executed by the DEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from DEP to remove or amend any requirement herein, cleanup target levels established pursuant to Florida Statutes and DEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment, including new or revised exhibits, must be executed by both GRANTOR and DEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this Declaration on the use of the Property. A joinder and consent, or subordination of liens, mortgages, or encumbrances, as applicable, is attached hereto.

---The remainder of this page is intentionally left blank---

IN WITNESS WHEREOF, the The Naval Properties Local Redevelopment Authority of the City of Key West has executed this instrument, this _____ day of _____, 20_____.

GRANTOR
*The Naval Properties Local Redevelopment
Authority of the City of Key West*

*Danise Henriquez
Chair
The Naval Properties Local Redevelopment
Authority of the City of Key West
1300 White Street
Key West, FL 33040*

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____
Mailing Address: _____

Witness: _____ Date: _____
Print Name: _____
Mailing Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by {{either _____ [if individual capacity] [OR] by _____ as _____ for _____ [if representative capacity]}}.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public
Commission No. _____
Commission Expires: _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 20____.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

SIRENA DAVILA
Director of District Management
Department of Environmental Protection
Southeast District
3301 Gun Club Road, MCS7210-1
West Palm Beach, Florida 33406

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____
Mailing Address: _____

Witness: _____ Date: _____
Print Name: _____
Mailing Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Signature of Notary Public

Print Name of Notary Public
Commission No. _____
Commission Expires: _____

EXHIBIT A

PARCEL 1:

A PORTION OF THE LANDS DESCRIBED IN A QUITCLAIM DEED FROM THE U.S. GOVERNMENT (GRANTOR) TO THE CITY OF KEY WEST (GRANTEE) AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS:

A PORTION OF LAND LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, SAID PARCEL ALSO LOCATED IN TRUMAN ANNEX (FORMERLY U.S. NAVY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NATIONAL OCEAN SURVEY TRIANGULATION STATION, GSL, BEING A BRASS DISC SET IN CONCRETE, LOCATED ON THE OUTER MOLE OF TRUMAN ANNEX, THE COORDINATES OF WHICH ARE N 81,406.14 AND E 386,795.78 (1983/89), BASED ON THE U.S. COAST AND GEODETIC SURVEY MERCATOR GRID COORDINATE SYSTEM WHICH HAS FOR ITS ZERO COORDINATE A POINT OF LATITUDE NORTH 24°20'00" AND 500.00 FEET WEST OF LONGITUDE WEST 81°00'00"; THENCE N 74°38'54" E, A DISTANCE OF 901.39 FEET TO THE POINT OF BEGINNING OF THE LANDS GRANTED TO THE CITY OF KEY WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF THE LANDS AS DESCRIBED IN SAID QUITCLAIM DEED FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: N 88°01'07" E, A DISTANCE OF 57.69 FEET (1); THENCE N 01°52'38" W, A DISTANCE OF 2.77 FEET (2); THENCE N 88°13'17" E, A DISTANCE OF 19.93 FEET (3); THENCE S 19°53'46" E, A DISTANCE OF 549.69 FEET (4); THENCE S 00°20'55" E, A DISTANCE 409.16 FEET (5); THENCE N 89°49'18" E, A DISTANCE OF 100.84 FEET (6); THENCE S 33°56'54" E, A DISTANCE OF 842.47 FEET (7) TO THE NORTHWEST RIGHT-OF-WAY OF ANGELA STREET; THENCE S 55°59'51" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 105.64 FEET (8) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET ACCORDING TO THE CITY OF KEY WEST STREET MAP DATED MAY 26, 1955; THENCE S 33°54'27" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 52.55 FEET TO THE POINT OF BEGINNING OF THE SALE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S 33°54'27" E ALONG SAID RIGHT-OF-WAY, 233.94 FEET TO A LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHEASTERLY BOUNDARY LINE AND ITS NORTHEASTERLY EXTENSION OF TACTS TOWER AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF SAID PUBLIC RECORDS; THENCE S 56°05'33" W ALONG SAID PARALLEL LINE, A DISTANCE OF 305.76 FEET; THENCE N 33°49'42" W, 33.00 FEET TO THE SOUTHEASTERN BOUNDARY LINE OF SAID TACTS TOWER; THENCE N 56°05'33" E ALONG SAID BOUNDARY, A DISTANCE OF 175.87 FEET TO THE NORTHEAST BOUNDARY OF SAID TACTS TOWER; THENCE N 33°54'27" W ALONG SAID BOUNDARY, 100.00 FEET; THENCE S 56°05'33" W A DISTANCE OF 24.17 FEET; THENCE N 33°54'27" W, 30.82 FEET; THENCE N 56°58'05" W, 15.81 FEET; THENCE N 33°01'55" E, 37.25 FEET; THENCE S 56°58'05" E, 25.40 FEET; THENCE N 56°05'33" E, 30.69 FEET; THENCE N 33°54'27" W, 35.41 FEET; THENCE N 56°05'33" E, 15.48 FEET;

THENCE N 12°49'09" E, 42.22 FEET; THENCE N 56°05'33" E, 39.07 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET AND THE POINT OF BEGINNING.

SAID LANDS LYING WITHIN SECTION 6, TOWNSHIP 68 SOUTH, RANGE 25 EAST, CITY OF KEY WEST, MONROE COUNTY, FLORIDA.

AND

PARCEL 2:

A PORTION OF THE LANDS DESCRIBED IN A QUITCLAIM DEED FROM THE U.S. GOVERNMENT (GRANTOR) TO THE CITY OF KEY WEST (GRANTEE) AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS:

A PORTION OF LAND LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, SAID PARCEL ALSO LOCATED IN TRUMAN ANNEX (FORMERLY U.S. NAVY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NATIONAL OCEAN SURVEY TRIANGULATION STATION, GSL, BEING A BRASS DISC SET IN CONCRETE, LOCATED ON THE OUTER MOLE OF TRUMAN ANNEX, THE COORDINATES OF WHICH ARE N 81,406.14 AND E 386,795.78 (1983/89), BASED ON THE U.S. COAST AND GEODETIC SURVEY MERCATOR GRID COORDINATE SYSTEM WHICH HAS FOR ITS ZERO COORDINATE A POINT OF LATITUDE NORTH 24°20'00" AND 500.00 FEET WEST OF LONGITUDE WEST 81°00'00"; THENCE N 74°38'54" E, A DISTANCE OF 901.39 FEET TO THE POINT OF BEGINNING OF THE LANDS GRANTED TO THE CITY OF KEY WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF THE LANDS AS DESCRIBED IN SAID QUITCLAIM DEED FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: N 88°01'07" E, A DISTANCE OF 57.69 FEET (1); THENCE N 01°52'38" W, A DISTANCE OF 2.77 FEET (2); THENCE N 88°13'17" E, A DISTANCE OF 19.93 FEET (3); THENCE S 19°53'46" E, A DISTANCE OF 549.69 FEET (4); THENCE S 00°20'55" E, A DISTANCE 409.16 FEET (5); THENCE N 89°49'18" E, A DISTANCE OF 100.84 FEET (6); THENCE S 33°56'54" E, A DISTANCE OF 842.47 FEET (7) TO THE NORTHWEST RIGHT-OF-WAY OF ANGELA STREET; THENCE S 55°59'51" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 105.64 FEET (8) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET ACCORDING TO THE CITY OF KEY WEST STREET MAP DATED MAY 26, 1955; THENCE S 33°54'27" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 289.49 FEET TO THE POINT OF BEGINNING OF THE RENTAL PARCEL HEREIN DESCRIBED; THENCE CONTINUE S 33°54'27" E, ALONG SAID RIGHT-OF-WAY, 378.33 FEET; THENCE S 56°05'33" W, A DISTANCE OF 55.99 FEET; THENCE N 33°54'27" W, A DISTANCE OF 17.78 FEET; THENCE ALONG THE BOUNDARY OF THE LANDS AS DESCRIBED IN SAID QUITCLAIM DEED FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCES: S 56°05'33" W, A DISTANCE OF 33.80 FEET (1); THENCE S 76°53'05" W, A DISTANCE OF 217.59 FEET (2) TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS

OF 40.00 FEET, A CENTRAL ANGLE OF 69°12'28" A CHORD BEARING OF N 68°30'41" W AND A CHORD LENGTH OF 45.43 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 48.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE (3); THENCE N 33°54'27" W, A DISTANCE OF 100.28 FEET (4); THENCE N 56°05'33" E, A DISTANCE OF 13.05 FEET; THENCE N 33°49'42" W, A DISTANCE OF 145.64 FEET TO A LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHEASTERLY BOUNDARY LINE AND ITS NORTHEASTERLY EXTENSION OF TACTS TOWER AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF SAID PUBLIC RECORDS; THENCE N 56°05'33" E ALONG SAID PARALLEL LINE, A DISTANCE OF 305.76 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET AND THE POINT OF BEGINNING.

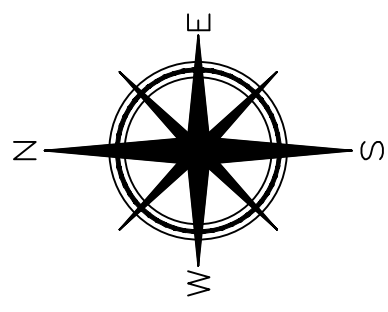
SAID LANDS LYING WITHIN SECTION 6, TOWNSHIP 68 SOUTH, RANGE 25 EAST, CITY OF KEY WEST, MONROE COUNTY, FLORIDA.

ALSO KNOWN AS:

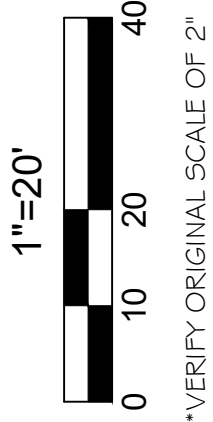
All of BAHAMA VILLAGE CONDOMINIUM, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 3344 Page 1303 of the Public Records of Monroe County, Florida, as amended from time to time.

EXHIBIT B

DRAFT



LEGAL DESCRIPTION



•VERIFY ORIGINAL SCALE OF 2"

MATCH LINE SHEET 1

MATCH LINE SHEET 2

VACANT LAND
OWNER: USA NAVAL AIR STATION
PARCEL ID: 00001630-000802

PERMEABLE ENGINEERING CONTROL - 2' FEET
OF CLEAN FILL

PERMEABLE ENGINEERING CONTROL - I' FOOT OF CLEAN FILL AND A GEOTEXTILE

PERMEABLE ENGINEERING CONTROL -
PAVERS UNDERLAIN BY 1-FOOT OF CLEAN
FILL AND GEOTEXTILE LINER

918 FORT STREET
OWNER: CITY OF KEY WEST
PARCEL ID: 00001630-000801

OWNER: USA NAVY AIR STATION
PARCEL ID: 00001630-000800

PARCEL ID: 00001630-000800

FLORIDA KEYS
LAND SURVEYING

21460 OVERSEAS HWY, SUITE 4
CUDJOE KEY, FL 33042
PHONE: (305) 394-3690
FAX: (305) 509-7373
EMAIL: FKLSEmail@Gmail.com

THIS SHEET 2 OF 2 IS NOT FULL AND
COMPLETE WITHOUT SHEET 1.

* SKETCH OF LEGAL DESCRIPTION ONLY, THIS IS NOT A BOUNDARY SURVEY *

OWNER: USA NAVY AIR STATION
PARCEL ID: 00001630-000800

LEGEND

- WATER METER
SANITARY SEWER CLEAN OUT
MAILBOX
WOOD POWER POLE
CONCRETE POWER POLE
DELTA

TA

NOTE. FOLLOWING RESULTS IN THE SURVEYS ARE NOT SHOWN. MEASURED DEMOGRAPHIC INFORMATION IS SHOWN IN THE SURVEY. THE FOLLOWING A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BYT = BENTONITE	POB = POINT OF COMPLETION
CHL = CHLORIDE	POC = POINT OF CONTACT
CLC = CLAYEY LOESS	POD = POINT OF DISCHARGE
CLD = CLAYEY SILT	POE = POINT OF ENTRY
CLF = CLAYEY FINE SAND	POF = POINT OF FLOW
CLG = CLAYEY GRAVEL	POH = POINT OF HEAD
CLH = CLAYEY HARD	POI = POINT OF IMPACT
CLM = CLAYEY MUD	POJ = POINT OF JUNCTION
CLN = CLAYEY NATURAL	POK = POINT OF KICK
CLP = CLAYEY PLASTIC	POL = POINT OF LOSS
CLQ = CLAYEY QUARTZ	POM = POINT OF MEASUREMENT
CLR = CLAYEY RED	PON = POINT OF NOTATION
CLS = CLAYEY SILTSTONE	POO = POINT OF OBSERVATION
CLT = CLAYEY TUFF	POQ = POINT OF QUANTITY
CLU = CLAYEY ULTRA	POR = POINT OF RECORD
CLV = CLAYEY VERTICAL	POS = POINT OF SIGHT
CLW = CLAYEY WOOD	POV = POINT OF VIEW
CLX = CLAYEY X-RAY	POY = POINT OF YIELD
CLY = CLAYEY YIELD	POZ = POINT OF ZONE
CLZ = CLAYEY ZONE	

SPECIFIC PURPOSE SURVEY SKETCH
THE LOFTS AT BAHAMA VILLAGE

710 FORT STREET & A PORTION OF 918 FRONT STREET
KEY WEST, MONROE COUNTY, STATE OF FLORIDA

DATE: 04/22/2026	SURVEY BY: FKLS	PROJECT: BAHAMA LOFTS
REVISION DATE: 05/15/2026	DRAWN BY: MPB	H. SCALE: 1" = 20'
JOB NO.: 26-101	CHECKED BY: EAI	SHEET 2 OF 2

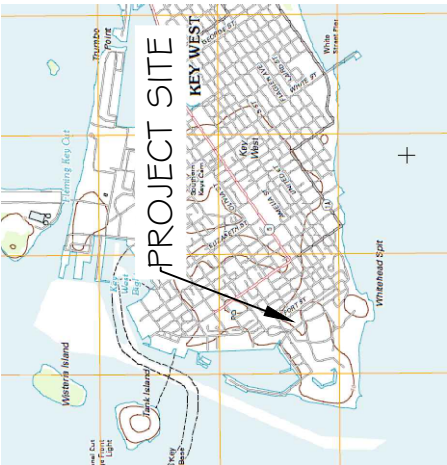
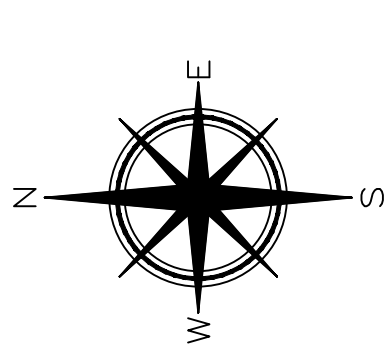
EXHIBIT C

DRAFT

* SKETCH OF LEGAL DESCRIPTION ONLY, THIS IS NOT A BOUNDARY SURVEY *

SURVEYOR NOTES

1. THIS IS NOT A BOUNDARY SURVEY, ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY, AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY BASED ON THE RECOVERY OF SUFFICIENT ADJACENT OWNERS TO THE SURVEYED PROPERTY. THE BOUNDARY IS NOT A PROPERTY LINE, NOR IS IT A SKETCH OF THE PROPERTY. NO RECURRING ADJUSTMENT WAS MADE TO RECONSTRUCT THE PROPERTY. THE RECOVERED BOUNDARY INFORMATION AND THE OCCUPATIONAL LINES, THIS IS A SKETCH OF THE LEGAL DESCRIPTION ONLY.
2. ALL BEARINGS ARE BASED ON THE LEGAL DESCRIPTION CALL OF 533°34'27"E ALONG THE SOUTHWESTERLY RW LINE OF FORT STREET.
3. THE SURVEY IS CONDUCTED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
4. ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.
5. ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED
6. ANY UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY. THE LOCATION OF ANY UTILITIES NOT SHOWN HEREON, EITHER IN UTILITIES SHOWN HEREON, ENCOMPASS ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS POSSIBLE FROM THE EVIDENCE AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UTILITIES SHOWN HEREON. THE UTILITIES SHOWN ARE LOCATED AT THE FOLLOWING ADDRESS: 7110 FORT STREET # 4, A PORTION OF 918 FORT STREET, KEY WEST, FL 33040.
- 7.

LOCATION MAP - NTS
SEC. 6-T68S-R25E

LEGAL DESCRIPTION



•VERIFY ORIGINAL SCALE OF 2"

LEGAL DESCRIPTION(S)

PARCEL 1:

A PORTION OF THE LANDS DESCRIBED IN A QUITCLAIM DEED FROM THE U. S. GOVERNMENT (GRANTOR) TO THE CITY OF KEY WEST (GRANTEE) AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS:

A PORTION OF LAND LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, SAID PARCEL ALSO LOCATED IN TRUMAN ANNEX (FORMERLY U.S. NAVY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

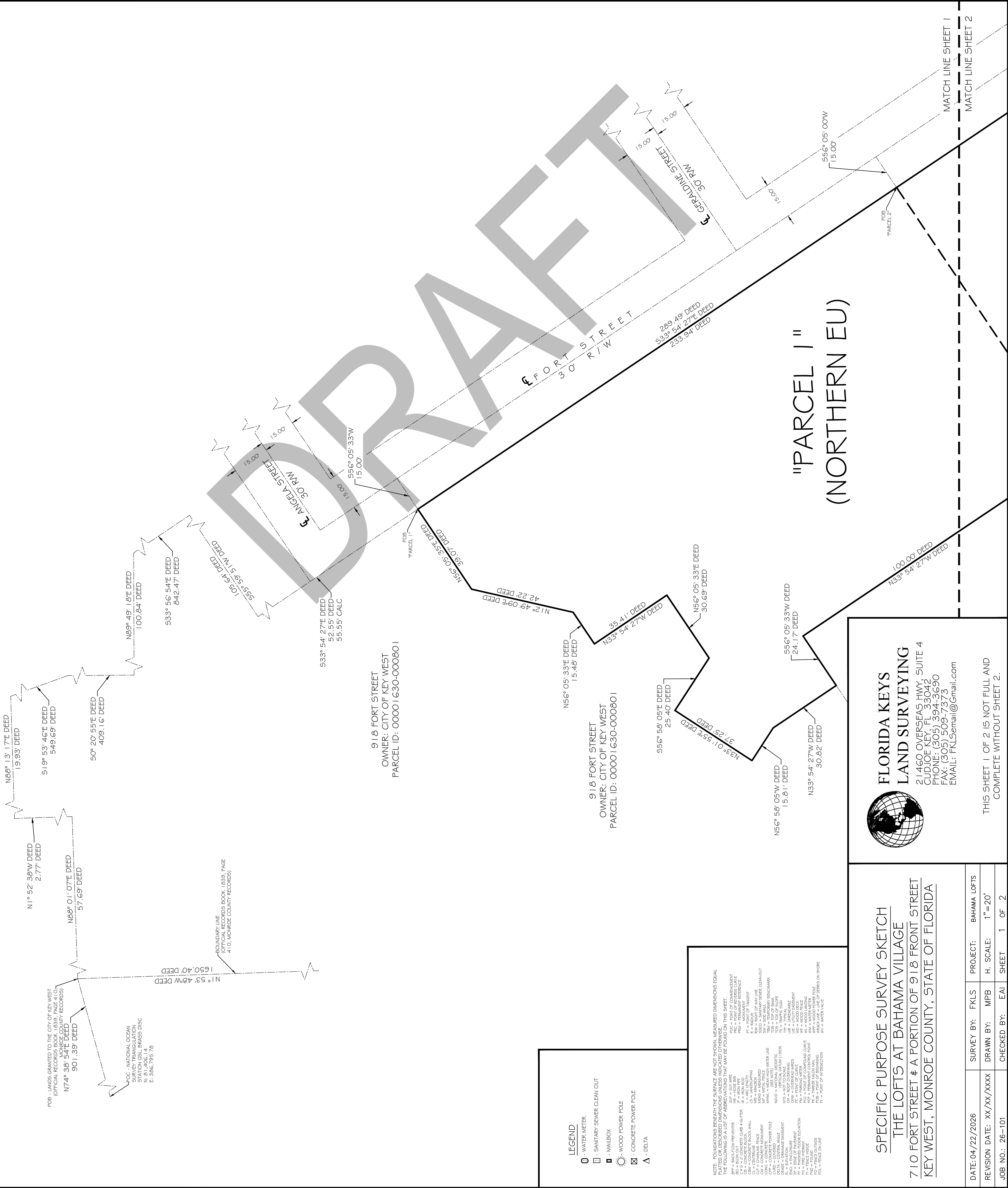
[illegible]

PARCEL 2:

A PORTION OF THE LANDS DESCRIBED IN A QUITCLAIM DEED FROM THE U.S. GOVERNMENT (GRANTOR) TO THE CITY OF KEY WEST (GRANTEE) AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS:

[illegible]

SAID LANDS LYING WITHIN SECTION 6, TOWNSHIP 68 SOUTH, RANGE 25 EAST, CITY OF KEY WEST, MONROE COUNTY, FLORIDA.



Subordination of Mortgage

DRAFT

Prepared by and return to:

John W. Wallace
Smith Hulsey & Busey
1 Independent Drive, Ste. 3300
Jacksonville, Florida 32202

**SUBORDINATION OF MORTGAGE TO
DECLARATION OF RESTRICTIVE COVENANT**

Truist Bank, a North Carolina banking corporation, as the holder of the following described instruments:

Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Bahama Village Community, Ltd., a Florida limited partnership, to Truist Bank, a North Carolina banking corporation, recorded December 18, 2023, in Book 3255, at Page 267; and Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Bahama Village on Fort, Ltd., a Florida limited partnership, to Truist Bank, a North Carolina banking corporation, recorded March 12, 2024, in Book 3266, at Page 1069, all recorded among the Public Records of Monroe County, Florida, (collectively, the "Mortgages");

hereby subordinates the lien of its Mortgages to the foregoing Declaration of Restrictive Covenant by and between The Naval Properties Local Redevelopment Authority of the City of Key West and the Florida Department of Environmental Protection.

Provided, however, that the Mortgage Holder's subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the leases, rents, and profits of the property described in the Mortgages be affected by the Subordination of Mortgage. The foregoing shall not be construed as a waiver by the Mortgage Holder of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subordination of Mortgage to Declaration of Restrictive Covenant this 24 day of September 2025.

Truist Bank, a North Carolina banking corporation

WITNESSES:

Pamela S. Schaller

By: Gregory Siemson

Print Name: Pamela S. Schaller

Print Name: Gregory Siemson

Title: SVP

Yolanda Wilson

(CORPORATE SEAL)

Print Name: Yolanda Wilson

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of September 2025 by Gregory Siemson OR by _____ as _____ for _____.

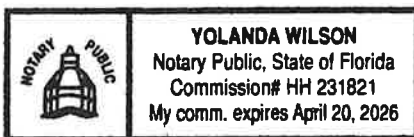
Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____

By: Yolanda Wilson

Name: _____

Commission No. _____

Commission Expires: _____



Prepared by and return to:

John W. Wallace
Smith Hulsey & Busey
1 Independent Drive, Ste. 3300
Jacksonville, Florida 32202

**SUBORDINATION OF MORTGAGE TO
DECLARATION OF RESTRICTIVE COVENANT**

Florida Housing Finance Corporation, a public corporation and a public body corporate duly created and existing under the laws of the State of Florida (“Mortgage Holder”), as the holder of the following described instruments:

Leasehold Mortgage and Security Agreement from Bahama Village Community, Ltd., a Florida limited partnership, to Florida Housing Finance Corporation, a public corporation and a public body corporate duly created and existing under the laws of the State of Florida, recorded December 18, 2023, in Book 3255, at Page 322; and Leasehold Mortgage and Security Agreement from Bahama Village Community, Ltd., a Florida limited partnership, to Florida Housing Finance Corporation, a public corporation and a public body corporate duly created and existing under the laws of the State of Florida, recorded December 18, 2023, in Book 3255, at Page 402, all recorded among the Public Records of Monroe County, Florida, (collectively, the “Mortgages”);

hereby subordinates the lien of its Mortgages to the foregoing Declaration of Restrictive Covenant by and between The Naval Properties Local Redevelopment Authority of the City of Key West and the Florida Department of Environmental Protection.

Provided, however, that the Mortgage Holder’s subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the leases, rents, and profits of the property described in the Mortgages be affected by the

Subordination of Mortgage. The foregoing shall not be construed as a waiver by the Mortgage Holder of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subordination of Mortgage to Declaration of Restrictive Covenant this 16 day of October 2025.

Florida Housing Finance Corporation, a Florida public corporation and public body corporate

WITNESSES:

Cothee Tomaini
Print Name: Cothee Tomaini
227 N. Bronough St., Suite 5000
Tallahassee, FL 32301

Hannah M. Preiser
Print Name: Hannah M. Preiser
227 N. Bronough St., Suite 5000
Tallahassee, FL 32301

By: Melissa Levy
Print Name: Melissa Levy
Title: managing director of multifamily programs
(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Levy

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of October 2025 by Melissa Levy OR by as managing director of multifamily programs for Florida Housing Finance Corporation Personally known X OR Produced Identification — Type of Identification Produced —



By: Hannah M. Preiser
Name: Hannah M. Preiser
Commission No. HH 502004
Commission Expires: 10 March, 2028

Prepared by and return to:

John W. Wallace
Smith Hulsey & Busey
1 Independent Drive, Ste. 3300
Jacksonville, Florida 32202

**SUBORDINATION OF MORTGAGE TO
DECLARATION OF RESTRICTIVE COVENANT**

Grandbridge Real Estate Capital LLC, a North Carolina limited liability company (“Mortgage Holder”), as the holder of the following described instrument:

Subordinate Delivery Assurance Non-Recourse Multifamily Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Bahama Village Community, Ltd., a Florida limited partnership, to Grandbridge Real Estate Capital LLC, a North Carolina limited liability company, dated December 15, 2023 and recorded December 18, 2023, in Book 3255, at Page 470 of the Public Records of Monroe County, Florida, (the “Mortgage”);

hereby subordinates the lien of its Mortgage to the foregoing Declaration of Restrictive Covenant by and between The Naval Properties Local Redevelopment Authority of the City of Key West and the Florida Department of Environmental Protection dated _____, 2026 and recorded _____, 2026 in Book ____, Page ____ of the Public Records of Monroe County, Florida.

Provided, however, that the Mortgage Holder’s subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the leases, rents, and profits of the property described in the Mortgage be affected by the Subordination of Mortgage. The foregoing shall not be construed as a waiver by the Mortgage Holder of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance.

[signature on following page]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subordination of Mortgage to Declaration of Restrictive Covenant this _____ day of January, 2026.

Grandbridge Real Estate Capital LLC, a North Carolina limited liability company

WITNESSES:

Thomas Siegenthaler

By: Jenna Treible

Print Name: Thomas Siegenthaler

Print Name: Jenna Treible

James Tardy

Title: Senior Vice President

(CORPORATE SEAL)

Print Name: James Tardy

STATE OF GEORGIA

COUNTY OF DeKalb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of January, 2026 by Jenna Treible by Jenna Treible as Senior Vice President for Grandbridge Real Estate Capital LLC, a North Carolina limited liability company.

Personally known X OR Produced Identification _____
Type of Identification Produced _____

By: Jamie Pettit

Name: _____

Commission No. _____

Commission Expires: _____

JAMIE PETITT
NOTARY PUBLIC
DeKalb County
State of Georgia
My Comm. Expires Nov. 20, 2027

EXHIBIT A
(Legal Description)

LEASEHOLD ESTATE CREATED BY GROUND LEASE AGREEMENT DATED MARCH 21, 2022, AND EXECUTED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST, AS LESSOR, AND BAHAMA VILLAGE COMMUNITY, LTD., A FLORIDA LIMITED PARTNERSHIP, AS LESSEE, RECORDED MARCH 21, 2022, IN OFFICIAL RECORDS BOOK 3162, PAGE 1069, AS AMENDED BY FIRST AMENDMENT TO GROUND LEASE AGREEMENT, DATED JULY 15, 2022, RECORDED JULY 20, 2022, IN OFFICIAL RECORDS BOOK 3185, PAGE 127, AS AMENDED BY SECOND AMENDMENT TO GROUND LEASE AGREEMENT, DATED NOVEMBER 13, 2023, RECORDED NOVEMBER 14, 2023, IN THE OFFICIAL RECORDS BOOK 3250, PAGE 2157, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DEMISING FOR A TERM OF YEARS, THE FOLLOWING PROPERTY:

PARCEL 1:

A PORTION OF THE LANDS DESCRIBED IN A QUITCLAIM DEED FROM THE U.S. GOVERNMENT (GRANTOR) TO THE CITY OF KEY WEST (GRANTEE) AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS:

A PORTION OF LAND LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, SAID PARCEL ALSO LOCATED IN TRUMAN ANNEX (FORMERLY U.S. NAVY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NATIONAL OCEAN SURVEY TRIANGULATION STATION, GSL, BEING A BRASS DISC SET IN CONCRETE, LOCATED ON THE OUTER MOLE OF TRUMAN ANNEX, THE COORDINATES OF WHICH ARE N 81,406.14 AND E 386,795.78 (1983/89), BASED ON THE U.S. COAST AND GEODETIC SURVEY MERCATOR GRID COORDINATE SYSTEM WHICH HAS FOR ITS ZERO COORDINATE A POINT OF LATITUDE NORTH 24°20'00" AND 500.00 FEET WEST OF LONGITUDE WEST 81°00'00"; THENCE N 74°38'54" E, A DISTANCE OF 901.39 FEET TO THE POINT OF BEGINNING OF THE LANDS GRANTED TO THE CITY OF KEY WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF THE LANDS AS DESCRIBED IN SAID QUITCLAIM DEED FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: N 88°01'07" E, A DISTANCE OF 57.69 FEET (1); THENCE N 01°52'38" W, A DISTANCE OF 2.77 FEET (2); THENCE N 88°13'17" E, A DISTANCE OF 19.93 FEET (3); THENCE S 19°53'46" E, A DISTANCE OF 549.69 FEET (4); THENCE S 00°20'55" E, A DISTANCE 409.16 FEET (5); THENCE N 89°49'18" E, A DISTANCE OF 100.84 FEET (6); THENCE S 33°56'54" E, A DISTANCE OF 842.47 FEET (7) TO THE NORTHWEST RIGHT-OF-WAY OF ANGELA STREET; THENCE S 55°59'51" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 105.64 FEET (8) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET ACCORDING TO THE CITY OF KEY WEST STREET MAP DATED MAY 26, 1955; THENCE S 33°54'27" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 289.49 FEET TO THE POINT OF BEGINNING OF THE RENTAL PARCEL HEREIN DESCRIBED; THENCE CONTINUE S 33°54'27" E, ALONG SAID RIGHT-OF-WAY, 378.33 FEET; THENCE S 56°05'33" W, A DISTANCE OF 55.99 FEET; THENCE N 33°54'27" W, A DISTANCE OF 17.78 FEET; THENCE ALONG THE BOUNDARY OF THE LANDS AS DESCRIBED IN SAID QUITCLAIM DEED FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCES: S 56°05'33" W, A DISTANCE OF 33.80 FEET (1); THENCE S 76°53'05" W, A DISTANCE OF 217.59 FEET (2) TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 69°12'28" A CHORD BEARING OF N 68°30'41" W AND A CHORD LENGTH OF 45.43 FEET; THENCE ALONG THE ARC

OF SAID CURVE, AN ARC LENGTH OF 48.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE (3); THENCE N 33°54'27" W, A DISTANCE OF 100.28 FEET (4); THENCE N 56°05'33" E, A DISTANCE OF 13.05 FEET; THENCE N 33°49'42" W, A DISTANCE OF 145.64 FEET TO A LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHEASTERLY BOUNDARY LINE AND ITS NORTHEASTERLY EXTENSION OF TACTS TOWER AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF SAID PUBLIC RECORDS; THENCE N 56°05'33" E ALONG SAID PARALLEL LINE, A DISTANCE OF 305.76 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET AND THE POINT OF BEGINNING.

SAID LANDS LYING WITHIN SECTION 6, TOWNSHIP 68 SOUTH, RANGE 25 EAST, CITY OF KEY WEST, MONROE COUNTY, FLORIDA.

PARCEL 2:

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE RECIPROCAL EASEMENT SET FORTH IN RECIPROCAL EASEMENT AND PARKING AGREEMENT BY AND BETWEEN BAHAMA VILLAGE COMMUNITY, LTD., A FLORIDA LIMITED PARTNERSHIP, AND BAHAMA VILLAGE ON FORT, LTD., A FLORIDA LIMITED PARTNERSHIP, DATED OCTOBER 24, 2023, RECORDED OCTOBER 26, 2023, IN OFFICIAL RECORDS BOOK 3248, PAGE 1505, OVER THE FOLLOWING DESCRIBED LANDS:

A PORTION OF THE LANDS DESCRIBED IN A QUITCLAIM DEED FROM THE U.S. GOVERNMENT (GRANTOR) TO THE CITY OF KEY WEST (GRANTEE) AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS:

A PORTION OF LAND LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, SAID PARCEL ALSO LOCATED IN TRUMAN ANNEX (FORMERLY U.S. NAVY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NATIONAL OCEAN SURVEY TRIANGULATION STATION, GSL, BEING A BRASS DISC SET IN CONCRETE, LOCATED ON THE OUTER MOLE OF TRUMAN ANNEX, THE COORDINATES OF WHICH ARE N 81,406.14 AND E 386,795.78 (1983/89), BASED ON THE U.S. COAST AND GEODETIC SURVEY MERCATOR GRID COORDINATE SYSTEM WHICH HAS FOR ITS ZERO COORDINATE A POINT OF LATITUDE NORTH 24°20'00" AND 500.00 FEET WEST OF LONGITUDE WEST 81°00'00"; THENCE N 74°38'54" E, A DISTANCE OF 901.39 FEET TO THE POINT OF BEGINNING OF THE LANDS GRANTED TO THE CITY OF KEY WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF THE LANDS AS DESCRIBED IN SAID QUITCLAIM DEED FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: N 88°01'07" E, A DISTANCE OF 57.69 FEET (1); THENCE N 01°52'38" W, A DISTANCE OF 2.77 FEET (2); THENCE N 88°13'17" E, A DISTANCE OF 19.93 FEET (3); THENCE S 19°53'46" E, A DISTANCE OF 549.69 FEET (4); THENCE S 00°20'55" E, A DISTANCE 409.16 FEET (5); THENCE N 89°49'18" E, A DISTANCE OF 100.84 FEET (6); THENCE S 33°56'54" E, A DISTANCE OF 842.47 FEET (7) TO THE NORTHWEST RIGHT-OF-WAY OF ANGELA STREET; THENCE S 55°59'51" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 105.64 FEET (8) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET ACCORDING TO THE CITY OF KEY WEST STREET MAP DATED MAY 26, 1955; THENCE S 33°54'27" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 52.55 FEET TO THE POINT OF BEGINNING OF THE SALE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S 33°54'27" E ALONG SAID RIGHT-OF-WAY, 233.94 FEET TO A LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHEASTERLY BOUNDARY LINE AND ITS NORTHEASTERLY EXTENSION OF TACTS TOWER AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF SAID PUBLIC

RECORDS; THENCE S 56°05'33" W ALONG SAID PARALLEL LINE, A DISTANCE OF 305.76 FEET; THENCE N 33°49'42" W, 33.00 FEET TO THE SOUTHEASTERN BOUNDARY LINE OF SAID TACTS TOWER; THENCE N 56°05'33" E ALONG SAID BOUNDARY, A DISTANCE OF 175.87 FEET TO THE NORTHEAST BOUNDARY OF SAID TACTS TOWER; THENCE N 33°54'27" W ALONG SAID BOUNDARY, 100.00 FEET; THENCE S 56°05'33" W A DISTANCE OF 24.17 FEET; THENCE N 33°54'27" W, 30.82 FEET; THENCE N 56°58'05" W, 15.81 FEET; THENCE N 33°05'55" E, 37.25 FEET; THENCE S 56°58'05" E, 25.40 FEET; THENCE N 56°05'33" E, 30.69 FEET; THENCE N 33°54'27" W, 35.41 FEET; THENCE N 56°05'33" E, 15.48 FEET; THENCE N 12°49'09" E, 42.22 FEET; THENCE N 56°05'33" E, 39.07 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET AND THE POINT OF BEGINNING.

SAID LANDS LYING WITHIN SECTION 6, TOWNSHIP 68 SOUTH, RANGE 25 EAST, CITY OF KEY WEST, MONROE COUNTY, FLORIDA.

CONSENT OF EASEMENT HOLDER

KNOW ALL PERSONS BY THESE PRESENTS:

THAT COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, whose mailing address for purposes of this easement is 7201 N. Federal Highway, Boca Raton, Florida 33481 (hereinafter "Easement Holder"), hereby certifies that it is the holder of that certain easement dated March 1, 2024, and recorded April 30, 2024 in Official Records Book 3273, at Page 1712 of the Public Records of Monroe County, Florida, which encumbers the property described on Exhibit "A" attached hereto and that certain easement dated March 1, 2024, and recorded April 30, 2024 in Official Records Book 3273, at Page 1717 of the Public Records of Monroe County, Florida, which encumbers the property described on Exhibit "B" attached hereto and incorporated herein, which is owned by The Naval Properties Local Redevelopment Authority of the City of Key West. The Easement Holder hereby consents to the granting of the Declaration of Restrictive Covenant by the Owner to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, this Consent is executed by the undersigned this 13th day of JANUARY, 2026.

WITNESSES:

[Signature]
Print Name: Shawn McEnelly

[Signature]
Print Name: JANETTE GUERRERO

Comcast Cable Communications Management, LLC

By: [Signature]
Print Name: Michael Fisher
Title: VP Engineering

STATE OF FLORIDA
COUNTY OF PALEMBACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of JANUARY, 2026, by Michael Fisher, as VP Engineering for Comcast Cable Communications Management, LLC.

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____



[Signature]
Signature of Notary Public
Theresa Lynn Martin
Printed Name of Notary Public
Commission No. _____
Commission Expires: _____

EXHIBIT "A"

A portion of the lands described in a Quitclaim Deed from the U.S. Government (Grantor) to the City of Key West (Grantee) as recorded in Official Records Book 1839, Page 410, of the Public Records of Monroe County, Florida, described as:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

COMMENCE at the National Ocean Survey Triangulation Station, CSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey Mercator grid coordinate system which has for it's zero coordinate a point of Latitude North 24°20'00" and 500.00 feet west of Longitude West 81°00'00"; thence N 74°38'54" E, a distance of 901.39 feet to the Point of Beginning of the lands granted to the City of Key West as described in said Quitclaim Deed for the following eight (8) courses and distances: N 88°01'07" E, a distance of 57.69 feet (1); thence N 01°52'38" W, a distance of 2.77 feet (2); thence N 88°13'17" E, a distance of 19.93 feet (3); thence S 19°53'46" E, a distance of 549.69 feet (4); thence S 00°20'55" E, a distance 409.16 feet (5); thence N 89°49'18" E, a distance of 100.84 feet (6); thence S 33°56'54" E, a distance of 842.47 feet (7) to the northwest right-of-way of Fort Street according to the City of Key West Street Map dated May 26, 1955; thence S 33°54'27" E, along said right-of-way, a distance of 289.49 feet to the POINT OF BEGINNING of the Rental Parcel herein described; thence continue S 33°54'27" E along said right-of-way, 378.33 feet; thence S 56°05'33" W, a distance of 55.99 feet; thence N 33°54'27" W, a distance of 17.78 feet; thence along the boundary of the lands as described in said Quitclaim Deed for the following four (4) courses and distances: S 56°05'33" W, a distance of 33.80 feet (1); thence S 76°53'05" W, a distance of 217.59 feet (2) to the point of curvature of a curve to the right, having a radius of 40.00 feet, a central angle of 69°12'28" a chord bearing of N 68°30'41" W and a chord length of 45.43 feet; thence along the arc of said curve, an arc length of 48.32 feet to the point of tangency of said curve (3); thence N 33°54'27" W, a distance of 100.28 feet (4); thence N 56°05'33" E, a distance of 13.05 feet; thence N 33°49'42" W, a distance of 145.64 feet to a line being 33.00 feet south of and parallel with the southeasterly boundary line and its northeasterly extension of Tacks Tower as described in Official Records Book 1839, Page 410, of said Public Records; thence N 56°05'33" E along said parallel line, a distance of 305.76 feet to the southwesterly right-of-way of Fort Street and the POINT OF BEGINNING.

Said lands lying within Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida.

EXHIBIT "B"

A portion of the lands described in a Quitclaim Deed from the U.S. Government (grantor) to the City of Key West (grantee) as recorded in Official Records Book 1839, Page 410, of the Public Records of Monroe County, Florida, described as:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

COMMENCE at the National Ocean Survey triangulation station, GSL, being a brass disc set in concrete, located on the Outer Mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet west of Longitude West 81°00'00"; thence N 74°39'54" E, a distance of 901.39 feet to the Point of Beginning of the lands granted to the City of Key West as described in Official Records Book 1839, Page 410 of said Public Records; thence along the boundary of the lands as described in said Quitclaim Deed for the following eight (8) courses and distances: N 88°01'07" E, a distance of 57.69 feet (1); thence N 01°52'38" W, a distance of 2.77 feet (2); thence N 88°13'17" E, a distance of 19.93 feet (3); thence S 19°53'46" E, a distance of 549.69 feet (4); thence S 09°20'55" E, a distance 409.16 feet (5); thence N 89°49'18" E, a distance of 100.84 feet (6); thence S 33°56'54" E, a distance of 842.47 feet (7) to the northwest right-of-way of Angela Street; thence S 55°59'51" W along said right-of-way, a distance of 105.64 feet (8) to the southwesterly right-of-way of Fort Street according to the City of Key West Street Map dated May 26, 1955; thence S 33°54'27" E, along said right-of-way, a distance of 52.55 feet to the Point of Beginning of the said parcel herein described; thence continue S 33°54'27" E, along said right-of-way 233.94 feet to a line being 33.00 feet south of and parallel with the southeasterly boundary line and its northeasterly extension of Tacts Tower as described in Official Records Book 1839, Page 410, of said Public Records; thence S 56°05'33" W, along said parallel line, a distance of 305.76 feet; thence N 33°49'42" W, 33.00 feet to the southeastern boundary line of said Tacts Tower; thence N 56°05'33" E, along said boundary, a distance of 175.87 feet to the northeast boundary of said Tacts Tower; thence N 33°54'27" W, along said boundary 100.00 feet; thence S 56°05'33" W, a distance of 24.17 feet; thence N 33°54'27" W, 30.82 feet; thence N 56°58'05" W, 15.81 feet; thence N 33°01'55" E, 37.25 feet; thence S 56°58'05" E, 25.40 feet; thence N 56°05'33" E, 30.69 feet; thence N 33°54'27" W, 35.41 feet; thence N 56°05'33" E, 15.48 feet; thence N 12°49'09" E, 42.22 feet; thence N 56°05'33" E, 39.07 feet to the southwesterly right-of-way of Fort Street and the Point of Beginning

Said lands lying within Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida.