

ORDINANCE NO. 402

COUNCIL SERIES.

AN ORDINANCE AUTHORIZING THE LEASING OF THE EXISTING WATER DISTRIBUTION SYSTEM AND OTHER PROPERTY IN THE CITY OF KEY WEST, FLORIDA, TO THE FLORIDA KEYS AQUEDUCT COMMISSION, A BODY CORPORATE AND POLITIC AND AN AGENCY OF THE STATE OF FLORIDA.

BE IT ORDAINED by the City Council of the City of Key West, Florida:

Section 1. The City Council of the City of Key West, Florida, has found and determined and does hereby declare:

(a) The City of Key West, Florida, now owns and operates a water distribution system for the distribution of water for fire protection, sanitation, domestic and industrial uses, consisting of main feeders, distribution gridiron, valves, hydrants, pumping stations, storage and other tanks, equipment and other appurtenances necessary to the operation of a complete water distribution system, and certain lands in connection therewith (hereinafter sometimes called the "existing water distribution system").

(b) Because of the lack of a fresh water supply, the existing water distribution system is only usable for sea water and said system is incomplete and insufficient in extensions, equipment, meters, valves, storage facilities, pumping stations, and other necessary and incidental equipment and improvements thereof necessary to supply adequately and properly the present needs of the inhabitants of the City of Key West, Florida.

(c) The City of Key West, Florida, does not now possess the financial means to furnish the funds necessary to pay the cost of constructing the necessary improvements, extensions and equipment of the existing water distribution system.

(d) In order to make a sufficient supply of potable water available to the inhabitants of the City of Key West, Florida, and of the Florida Keys, at a reasonable cost, the Legislature of the State of Florida, by Chapter 21230, Special Laws of Florida, 1941, created the Florida Keys Aqueduct Commission

(hereinafter sometimes called the "Commission") as a public agency of the State of Florida for the purpose of obtaining and providing an adequate fresh water supply for the Florida Keys Area, including the City of Key West.

(e) The Commission has entered into an agreement with the Navy Department of the United States of America relating to the acquisition and construction of a water supply system adequate to supply the needs of the present and prospective civilian consumers, the Navy Department and other Federal Agencies in the Key West and Florida Keys Area.

(f) Said agreement between the Commission and the Navy Department of the United States of America contemplates that the Commission shall enter into a contract with the City of Key West, Florida, providing for the operation and maintenance by the Commission of the water distribution system of said City and as contemplated by said agreement the Commission has submitted to the City of Key West, Florida, the form of a proposed Indenture of Lease of the existing water distribution system of the City of Key West, Florida, to be executed by and between said City and the Commission (a copy of which lease is hereto appended, marked "Exhibit A", made a part hereof as though set forth in full herein, and hereinafter called the "Lease"). By the provisions of Chapter 21328, Special Laws of Florida, 1941, the City of Key West, Florida, is authorized and empowered to lease the existing water distribution system in said City to the Commission for such period of time and upon such terms and conditions as may be agreed upon by the governing body of said City and said Commission.

(g) The execution and delivery of the Lease is necessary to the health and safety of the inhabitants of the City of Key West, Florida.

Section 2. The provisions of the Lease be and the same are hereby accepted and the Mayor or Acting Mayor of the

City of Key West, Florida, and the President or President Pro Tempore of the City Council of said City are hereby authorized to sign said Lease, the City Clerk is hereby authorized to affix the corporate seal of said City to said Lease and attest the same, and such officers are hereby authorized to take any and all action necessary to effectuate the purposes of said Lease.

Section 3. All ordinances and resolutions and parts thereof which may be contrary to or inconsistent with the provisions of this ordinance be and the same are hereby repealed.

Section 4. This ordinance shall take effect immediately upon its becoming a law.

Passed by the City Council of the City of Key West, Florida, on first reading, at a special meeting held the 28th day of August, A. D. 1941.

Passed by the City Council of the City of Key West, Florida, on second reading, at a regular meeting held the 4th day of September, A. D. 1941.

Passed by the City Council of the City of Key West, Florida, on third and final reading, at a regular meeting held the 4th day of September, A. D. 1941.

William A. Freeman
President City Council

Attest:

P. L. Weatherford
City Clerk

Approved by me this 5th day of September, A.D.
1941.

William M. Albury
Mayor.

"Exhibit A."

This Indenture of Lease, made and entered into this day of, A. D. 1941, by and between the CITY OF KEY WEST, a municipal corporation duly created, organized and existing in the County of Monroe, Florida, by and under the Constitution and laws of the State of Florida, acting by and through its Mayor, Clerk and President of the City Council duly elected and authorized so to act (hereinafter sometimes called THE CITY), and the FLORIDA KEYS AQUEDUCT COMMISSION, a public agency of the State of Florida, acting by and through its Chairman and Members (hereinafter sometimes called THE COMMISSION);

WITNESSETH, THAT

WHEREAS, the CITY OF KEY WEST is a municipal corporation duly created, organized and existing under and by virtue of the laws of the State of Florida and located at the extreme end of the Florida Keys in Monroe County, Florida, and far removed from the peninsular mainland of Florida and usual, natural sources of fresh water in sufficient quantity to supply the needs of its inhabitants; and

WHEREAS, the matter of providing and supplying the inhabitants of said CITY OF KEY WEST and the Florida Keys with potable water has at all times heretofore been and is now an urgent economic and sanitary problem of said CITY; and

WHEREAS, in order to make a sufficient supply of potable water at reasonable cost available to the inhabitants of the CITY OF KEY WEST and of the Florida Keys, the Legislature of the State of Florida did, by and under Chapter 18530, Laws of Florida, Acts of 1937, and by and under Chapter 21230, Laws of Florida, Acts of 1941, create and organize the FLORIDA KEYS AQUEDUCT COMMISSION, as a public agency of the State

of Florida, for the purpose of obtaining and providing adequate and sanitary fresh water supply and distribution systems for the Florida Keys area, including the CITY OF KEY WEST; authorizing and empowering said COMMISSION to construct, own, maintain and operate a water works system and to sell and furnish potable household and industrial water to any city, town or district in said area, and to procure necessary funds therefor; and

WHEREAS, heretofore, the Federal Emergency Relief Administration did, as part of its National Emergency Relief Program, install a certain water distribution system in the CITY OF KEY WEST, without cost to said CITY or its taxpayers, but which said distribution system is not now sufficient to meet the CITY's requirements and is, because of lack of a fresh water supply, only usable for sea water; and

WHEREAS, since the creation of the FLORIDA KEYS AQUEDUCT COMMISSION, the CITY OF KEY WEST has become the location of Naval and various other Federal activities as part of the National Defense Program; and, in order to provide the said Naval and other Federal activities with a fresh water supply the Congress of the United States did appropriate \$2,000,000.00 therefor by and under the First Supplemental National Defense Appropriation Act, 1941, approved June 26, 1940, which said appropriation provided that such water supply system might be built in cooperation with an agency of the State of Florida; and

WHEREAS, it has been determined that while the water supply system procurable through said Federal appropriation of \$2,000,000.00 would probably be adequate to supply the fresh water needs of the Navy and other Federal governmental activities, it would, however, not suffice to furnish also a fresh water supply for the present and prospective civilian population of the Florida Keys, including the CITY OF KEY WEST, except at an estimated cost of approximately \$3,375,000; and

" WHEREAS, in order to construct a fresh water supply system designed to meet the needs of the United States Navy and Federal governmental consumers, and, in addition thereto, the estimated needs of present and future prospective civilian consumers to be served by the FLORIDA KEYS AQUEDUCT COMMISSION, an agreement was entered into on March 18, 1941, between the UNITED STATES OF AMERICA, acting through the Navy Department, and the FLORIDA KEYS AQUEDUCT COMMISSION, whereby said COMMISSION would contribute to the Navy one-third (then estimated not to exceed \$1,000,000.00, and now estimated not to exceed \$1,125,000.00) of the cost of the construction of a larger water supply system which would be adequate to supply the needs of the present and prospective civilian consumers, as well as of the Navy and other Federal agencies in the Key West and Florida Keys area; and

WHEREAS, the Navy Department of the United States has advised the Commission that, from said appropriation and other funds available for the purpose, it will pay two-thirds of the cost of such larger water supply system (the cost of which is now estimated to be \$3,375,000.00); and

WHEREAS, the FLORIDA KEYS AQUEDUCT COMMISSION has arranged to issue its negotiable revenue bonds in amount sufficient not only to make the said contribution to the Navy for the construction of such enlarged water supply system, but also to procure funds for the construction and equipping of a water distribution system in and upon the Florida Keys District, including the CITY OF KEY WEST, and has likewise arranged to sell its said bonds to the RECONSTRUCTION FINANCE CORPORATION, an agency of the United States of America; and

WHEREAS, it has been made a condition precedent of the agreement of March 18, 1941, between the UNITED STATES OF AMERICA and the FLORIDA KEYS AQUEDUCT COMMISSION, and also by the RECONSTRUCTION FINANCE CORPORATION, that the FLORIDA KEYS AQUEDUCT COMMISSION shall enter into a contract with the CITY OF KEY WEST to provide for the operation and maintenance by THE COMMISSION of the water dis-

tribution system of said CITY, which contract shall include suitable provisions under which THE COMMISSION shall be entitled and obliged to furnish water from the said water supply system to all consumers who may be served by THE COMMISSION in accordance with THE COMMISSION'S statutory duties and powers, such contract to be in effect without interruption during the life of said agreement with the Navy Department; and

WHEREAS, the CITY OF KEY WEST has not the present financial means to furnish the funds necessary to pay the cost of completion, improvement, extension and equipment of its water distribution system to accommodate adequately the civilian consumers of the water supply to be made available by the FLORIDA KEYS AQUEDUCT COMMISSION; and

WHEREAS, it is desired by the CITY OF KEY WEST to avoid the imposition of additional tax burdens upon its taxpayers for a water supply and the distribution thereof, which can be accomplished by enabling the FLORIDA KEYS AQUEDUCT COMMISSION to undertake the construction, operation and maintenance of such water supply and its distribution to civilian consumers and to have said COMMISSION defray the cost thereof by and through the sale of such water to consumers as provided by law; and

WHEREAS, the Florida State Legislature did find that it was essential to the health of the inhabitants of the CITY OF KEY WEST, Florida, that an adequate supply of fresh water be made available and that the only means of securing such supply is through the FLORIDA KEYS AQUEDUCT COMMISSION, and did therefore enact Chapter 21328, Laws of Florida, Acts of 1941, authorizing and empowering the CITY OF KEY WEST to lease the existing water distribution system in said CITY to the FLORIDA KEYS AQUEDUCT COMMISSION, and authorizing said COMMISSION, upon the execution of such lease, to fix, charge and collect rates for water furnished through the facilities of said system in accordance with provisions of the laws of the State of Florida applicable to said COMMISSION; and

WHEREAS, the existing water distribution system of the CITY OF KEY WEST is incomplete and insufficient in extensions, equipment, meters, valves, storage facilities, pumping stations, and other necessary and incidental equipment and improvements thereof, adequately and properly to supply the present needs of THE CITY; and

WHEREAS, it is desired by and between the parties hereto to effectuate such a leasehold and to meet said conditions precedent under terms herein mutually agreed upon, so that said enlarged water supply system can be promptly constructed and put into operation, as aforesaid, and so that at the same time the means of providing an adequate fresh water supply and its distribution can be made available to the inhabitants of the CITY OF KEY WEST;

NOW, THEREFORE,

ARTICLE I.

For and in consideration of the premises and the terms, covenants, conditions and agreements hereinafter set forth, THE CITY does hereby lease, let and demise to the COMMISSION all and singular the following described property, lying and being in Monroe County, Florida:

The Water Distribution System of the CITY OF KEY WEST, Florida, comprising all property, equipment and facilities now owned by the CITY OF KEY WEST and now or formerly installed or used for the purpose of the distribution of water for fire protection, sanitation, or domestic or industrial uses, including therein all main feeders and distribution gridiron; all gate valves and valve boxes; all hydrants and hydrant runs, and all services, with service pipes, taps, corporation cocks, curb stops and stop boxes, together with all pumping stations and all piping, storage and other tanks, equipment and all other appurtenances;

Also, the existing municipal pumping station and its site on Southard Street, approximately described as follows:

Beginning at a point on the northeast corner of Southard and Thomas Street; thence running north approximately 36 degrees west along the east side of Thomas Street, a distance of 217 feet; thence running north 52 degrees east, approximately 150 feet; thence running south 36 degrees east, a distance of 67 feet; thence running north 52 degrees east, approximately 47.25 feet; thence running south 36 degrees east, a distance of 150 feet to the north side of Southard Street; thence running south 52 degrees west along the north side of Southard Street, a distance of approximately 177.25 feet to the point of beginning; together with all tanks, pumping facilities, structures, equipments and appurtenances now thereon situate or in anywise thereunto belonging or appertaining;

Also, that certain site approximately described as follows:

A parcel of land in the southeasterly corner of the Florida East Coast Railway's terminal property at Key West, Florida, commencing at a point in the southerly boundary line of said terminal property, which boundary line coincides with the northerly line of Palm Avenue, located 150.0 feet westerly from the westerly edge of the paved road with width of 14.0 feet as now located and constructed along the easterly boundary line of said terminal property, and extending thence, westerly along the said northerly line of Palm Avenue, for a distance of 200.0 feet; thence northerly, at right angles to said northerly line of Palm Avenue for a distance of 300.0 feet; thence easterly, at right angles to the course next above described, to a line located 150.0 feet westerly from and parallel with the westerly edge of the aforesaid paved road with width of 14.0 feet; thence southerly, along said line located 150.0 feet westerly from and parallel with said paved road with width of 14.0 feet, for a distance of 300.0 feet, more or less, to the point of beginning; conditioned that, any and all construction work on the above described premises shall be done and performed with due regard to all lawful rights to lateral support vested in structures now or hereafter located on adjoining properties;

Also, any and all other sites or realty owned by the CITY OF KEY WEST and not used, dedicated, designated or reserved for other municipal purposes as may from time to time be necessary for the construction, operation, maintenance, enlargement or extension of the water distribution system for the inhabitants of the CITY OF KEY WEST;

intending and meaning by this lease to include, however described, all property, equipment and facilities belonging to or in anywise appertaining to the water distribution system of

the CITY OF KEY WEST, now owned or in the future acquired, which may be useful or necessary to the construction, operation and maintenance of a full and complete water distribution system for the inhabitants of the CITY OF KEY WEST.

ARTICLE II.

THE COMMISSION to have and to hold said premises, property, equipment and facilities for the herein provided term, for the purpose of constructing, improving, extending, operating and maintaining the same as a public utility for the inhabitants of KEY WEST, for the supply and distribution of water for domestic, industrial, and other usual public uses, and for the purpose of enlarging and extending said system to accommodate the increase of population or expansion of the territorial limits of said CITY.

ARTICLE III.

THE COMMISSION COVENANTS and AGREES that, during the term hereof, it shall

1. Fulfil all requirements and perform all obligations imposed upon THE COMMISSION by and under that certain agreement of March 18, 1941, between the UNITED STATES OF AMERICA acting through the NAVY DEPARTMENT and THE COMMISSION, in its present form or as it may be hereafter amended, so that a fresh water supply system may be constructed and completed by the United States Navy Department, which shall be adequate to supply the estimated needs of the inhabitants of the CITY OF KEY WEST;

2. Make and maintain such improvements and extensions of the water distribution system hereby leased as shall be necessary for the reasonably satisfactory operation of said system, including the construction of required mains, service valves, hydrants, storage tanks, booster stations, and all other appurtenant facilities for the same;

3. Complete and have ready for operation and service the said water distribution system upon or within a reasonable time after the completion of the water supply system proposed by said agreement of date of March 18, 1941, between THE UNITED STATES OF AMERICA acting through the Navy Department and THE COMMISSION, without cost to the CITY OF KEY WEST;

4. Furnish potable water through said water distribution system to all consumers in the CITY OF KEY WEST in accordance with THE COMMISSION'S statutory powers and duties, at rates as provided by law and in accordance with THE COMMISSION'S contractual obligations to bondholders.

5. Make available to THE CITY water required for the operations of the fire hydrants now installed in THE CITY, THE CITY paying for such service at the rate of \$50.00 per annum per hydrant, which service shall include the furnishing of water as shall be required by the CITY for fire protection, street cleaning and flushing of sewer mains, and to install any additional fire hydrants that may become necessary, at the request of THE CITY, at the cost and expense of THE COMMISSION, THE CITY paying the same rate of \$50.00 per annum per hydrant for each such additional hydrant so installed;

6. Furnish THE CITY water required and used by THE CITY for its following municipal operations:

1. Parks and playgrounds
2. Public schools
3. Public administrative buildings
4. Public libraries
5. Charitable institutions and hospitals
6. Cemeteries
7. Municipal markets

and such other activities as THE CITY may from time to time lawfully engage upon, THE CITY paying for such water at a rate not to exceed 40¢ per thousand gallons, provided, however, the rate to THE CITY for water for such municipal uses

shall not be in excess of the standard rate charged by THE COMMISSION, from time to time, to other wholesale consumers for similar quantities;

7. Furnish all materials, equipment and labor at no cost to THE CITY for the conditioning of the said water distribution system for sufficient and adequate service of water supply for consumers in the CITY OF KEY WEST, and to extend the mains of said system to reasonable proximity of the premises of consumers, so that connections with proper meters can be readily made with consumers' facilities, under such standard rates, rules and regulations as are usually maintained by public water utilities under similar conditions; provided however that the making of such extensions shall be financially feasible as determined by THE COMMISSION and in accordance with its contractual obligations to its bondholders;

8. Keep, maintain and operate the said water distribution system, during the term hereof, in good condition of repair and utility, and to deliver the same to THE CITY at the expiration of the herein provided term in such condition without cost to THE CITY, acts of God or conditions arising through war or national emergency alone excepted; in order that upon such reversion of said water distribution system to THE CITY, THE COMMISSION shall sell to THE CITY and THE CITY shall take and use from THE COMMISSION all fresh water to be distributed by and through said system, paying therefor at wholesale, upon terms mutually agreed upon and according to law.

ARTICLE IV.

THE CITY COVENANTS and AGREES:

1. That if THE COMMISSION shall keep, observe and perform all of the covenants and terms of this lease by it to be kept, observed and performed hereunder, THE COMMISSION shall and may peaceably and quietly have, hold and use the property hereby leased, and conduct and maintain its operations thereon and in said CITY as a public water utility, THE

CITY hereby giving and granting unto THE COMMISSION all and any lawful rights, powers and privileges in said CITY that may be reasonably necessary for THE COMMISSION to exercise and perform its said public services in every respect, and THE CITY shall, at all times or at the request of THE COMMISSION, render all necessary and lawful aid and cooperation through any and all of its departments for the protection and furtherance of THE COMMISSION with respect to its said public service;

2. In the event that THE CITY shall avail itself of the facilities or services rendered by the water utility services of THE COMMISSION, all sums or amounts duly charged by THE COMMISSION and accumulated during the previous quarterly or semi-annual period for fire hydrant rental and for water consumed by THE CITY shall be paid for as such charges accrue; but nothing herein shall be construed as requiring THE CITY to avail itself of the facilities or services rendered by the water utility services of THE COMMISSION. All bills lawfully submitted by THE COMMISSION shall be paid by THE CITY before the end of each fiscal year of THE CITY;

3. To give and grant, and THE CITY does hereby give and grant unto THE COMMISSION the free right, power and privilege to extend the water works and water distribution system to any and all parts within the limits of the CITY OF KEY WEST and to make such street and other openings as may be necessary for the construction, improvement, connection, maintenance, repair and operation of said water distribution system, including free rights of way and surface and sub-surface easements upon all city-owned or controlled property, mains, services, and all other facilities or appurtenances thereunto belonging or in any wise appertaining; provided, that such free use of streets and other property and facilities of THE CITY shall impose no cost or expense upon THE CITY; and provided, also, that THE COMMISSION shall give reasonable notice of openings before beginning such work and shall promptly upon completion of the work, restore all streets and thoroughfares opened or disturbed by it to previous condition at its own cost and expense;

4. To give and grant, and THE CITY does hereby give and grant unto THE COMMISSION, full and complete exemption from any and all municipal, property, occupational or other taxes upon any and all of its revenues, property or the use thereof as a public utility, including the herein lease and the property leased thereby, owned, acquired or used by THE COMMISSION in connection with or incident to the public water utility services of THE COMMISSION;

5. That, during the term of this lease, THE CITY shall not, and it shall not suffer or permit any person, firm, corporation or agency other than THE COMMISSION, by license, contract, or otherwise to, sell or distribute water in the CITY OF KEY WEST in competition with THE COMMISSION's public water utility service; provided this shall not apply to THE CITY's own distribution of water obtained from THE COMMISSION to its municipal departments for the municipal purposes as herein described.

ARTICLE V.

Both parties hereto mutually covenant and agree that the herein lease is granted by THE CITY and procured and received by THE COMMISSION to comply with the conditions precedent required by the United States of America, acting through its Navy Department, as set forth by that certain Agreement between the UNITED STATES OF AMERICA and THE COMMISSION of date of March 18, 1941; and by the RECONSTRUCTION FINANCE CORPORATION as set forth in all the documents and instruments controlling and regulating the issuance, sale and payment of the revenue bonds of THE COMMISSION to the Reconstruction Finance Corporation for the purpose of obtaining funds for the construction, equipment, maintenance and operation of the water supply system and water distribution system described in said contract of March 18, 1941; and said contract and all said documents and instruments are hereinto incorporated by this reference so that all terms, conditions and provisions hereof shall be construed in connection

therewith to the end that THE COMMISSION shall at all times be enabled fully and promptly to fulfil and perform its said obligations to the United States of America and to the Reconstruction Finance Corporation (or subsequent holders in due course of said revenue bonds).

ARTICLE VI.

The term of the herein lease shall run, continue and be and remain in full force and effect so long as there shall remain unpaid in principal or interest any revenue bonds issued and sold by THE COMMISSION according to law, to provide funds for the construction, improvement, extension, repair or maintenance of the water supply and water distribution system of THE COMMISSION, or any refunding bonds therefor, or so long as the Agreement of March 18, 1941, between the United States Navy and THE COMMISSION shall remain in force and effect, whichever occurrence shall be the latest.

ARTICLE VII.

This agreement shall not be abrogated or suspended by reason of the judicial appointment of a receiver or trustee in bankruptcy or other reorganization proceedings, or other person for a similar purpose, to take over management and operation of the water distribution system, provided such appointee performs the duties and obligations required of THE COMMISSION by this agreement.

ARTICLE VIII.

Neither party to this agreement shall assign any interest herein without the consent of the other party, but THE COMMISSION may assign its interest herein as security for performance of any obligations issued by it; provided, however, the respective covenants and obligations hereof shall be binding upon any successors of the respective parties hereto.

ARTICLE IX.

In case any one or more of the provisions of this agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this agreement, but this agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

IN WITNESS WHEREOF, THE CITY has caused this Indenture of Lease to be executed in its behalf by its Mayor and by the President of its City Council and the corporate seal of said City to be hereunto affixed and attested by its City Clerk, and THE COMMISSION has caused this Indenture of Lease to be executed in its behalf by its Chairman, Secretary and Treasurer and members and its official seal to be hereunto affixed by its Secretary and Treasurer, all pursuant to authority first had in the premises, this day of, A. D. 1941.

CITY OF KEY WEST, Florida

By
Mayor

.....
President of the City Council

Attest:

.....
City Clerk

(Seal)

In the presence of:

.....

Witnesses

FLORIDA KEYS AQUEDUCT COMMISSION

By
Chairman

(Seal)

.....
Secretary and Treasurer

.....

.....

.....
Members of THE COMMISSION

In the presence of:

.....

.....

Witnesses

COUNTY OF MONROE }
STATE OF FLORIDA } ss.:

Before me the undersigned.....
a Notary Public, at Large, personally came
..... and
..... to me
personally known to be the individuals described in and who
executed the foregoing Indenture of Lease and to be respec-
tively the Mayor, President of the City Council and City
Clerk of the City of Key West, Florida, a municipal corpora-
tion in Monroe County, Florida, and each of them the said
....., as Mayor,
....., as President
of the City Council and.....
as City Clerk of said City of Key West, Florida, did ac-
knowledge to me that he executed said instrument in behalf
of and as the free act and deed of said City of Key West,
Florida, for the uses and purposes therein set forth and each
acknowledged the same to be his true and lawful act.

IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal this.....day of.....
1941.

.....
Notary Public, State of Florida, at Large

My Commission expires:.....

COUNTY OF MONROE }
STATE OF FLORIDA } ss.:

Before me the undersigned, a Notary Public, State of Florida, at Large, personally came William T. Doughtry, William Arnold, and Earl Adams, to me personally known to be the individuals described in and who executed the foregoing Indenture of Lease and to be respectively the Chairman, Secretary and Treasurer, and Members of the Florida Keys Aqueduct Commission, a Florida State Agency, and each of them the said William T. Doughtry, as Chairman and member, William Arnold as Secretary and Treasurer and member and Earl Adams as Member, did acknowledge to me that he executed said instrument in behalf of and as the free act and deed of said Florida Keys Aqueduct Commission for the uses and purposes therein set forth and each acknowledged the same to be his true and lawful act.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this.....day of....., 1941.

.....
Notary Public, State of Florida, at Large

My Commission expires:.....