

State of Florida
Department of Natural Resources
Division of State Lands

Document Conversion

FILE HEADER SHEET

FILE #: U-0121

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

2

SOVEREIGNTY SUBMERGED LAND USE AGREEMENT

NO. U-0121

THIS USE AGREEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor, through its lawfully designated agent, pursuant to action on April 24, 1987.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to the City of Key West, hereinafter referred to as the Grantee, a use agreement on, under and across the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section(s) 31,
Township 67 South, Range 25 East, in the
Flemming Key Channel, Monroe County,

TO HAVE THE USE OF the hereinabove described premises for a period of 30 years from April 24, 1987, the effective date of this use agreement. The terms and conditions on which this use agreement is granted are as follows:

1. That the above described parcel of land shall be used solely for Construction of sewer and potable water lines, and electrical conduits and that the Grantee shall not engage in any activity except as described in the Florida Department of Environmental Regulation Permit No. 441236325 dated November 19, 1986, attached hereto as Attachment(s) B, and made a part hereof.
2. The consideration for this use will be automatically based upon the rule establishing fees for utility crossings. Once adopted, payment shall be remitted to the Grantor according to the rule. The established fee shall be assessed retroactively from the effective date of the subject rule.
3. Whenever necessary for the Florida Department of Transportation to repair, improve, perform maintenance, make alteration or relocate all, or any portion of the Grantee's structures as determined by the Florida Department of Transportation, any or all facilities and related structures authorized hereunder, shall be immediately removed, reset or relocated thereon as required by the Florida Department of Transportation and at the expense of the Grantee.
4. The use hereby conferred shall be subject to (a) any and all prior rights of the United States; and, (b) any and all prior grants by the Grantor in and to submerged lands situated within the limits of the use agreement.

5. It is expressly stipulated that this use agreement constitutes permissive use only and that the placing of facilities and related structures upon public property pursuant to this agreement shall not operate to create or vest any property right in said holder and shall not conflict with the conservation, protection and enhancement of said lands.

6. The Grantor, or its duly authorized agent, shall retain the right to enter the property or engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of the use agreement.

7. The Grantee agrees that upon expiration of this use agreement all authorization granted shall cease and terminate, the Grantee shall remove all facilities and related structures erected at the Grantee's expense.

8. Renewal of this agreement is at the sole option of the Board of Trustees or its legally designated agent. Such renewal is subject to the terms, conditions and provisions of current management standards and applicable laws, rules and regulations in effect at that time. If the Grantee fails to apply for a renewal within the grace period, or in the event the Board does not grant a renewal, the Grantee shall vacate the premises and remove all structures and equipment occupying and erected thereon at his expense.

9. The Grantee shall be allowed a 30-day grace period after expiration of this agreement to apply for a renewal.

10. That the Grantee herein shall save, protect, and hold harmless the State of Florida and the Grantor from all damages and claims arising out of the use authorized herein by the Grantee or any of its agents, servants, employees, or contractors to the extent allowable by law.

11. The authorization granted to the named Grantee shall not be transferred without prior consent of the Grantor.

12. The Grantee hereby agrees that the Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this use agreement.

13. That the Grantee, by acceptance of this use agreement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns.

14. Should the Grantee fail to keep and perform any activities in accordance with the authorization provided for herein, the Grantor shall have the right to terminate this use agreement on the 60th day following written notice to the Grantee. In any event, should a need of greater public benefit and use arise, the Grantor shall have the right to terminate the agreement. At such time, the Grantor, acting through the Director of the Division of State Lands, shall issue written notification to the Grantee regarding the need for an effective date of such termination.

15. Any inequities that may subsequently arise as a result of this use agreement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter may be referred to the Grantor for final resolution.

16. The State Lands Administrator, Submerged Lands Section, Bureau of State Lands Management, shall be the Contract Manager.

17. NOTICE: The erection of any permanent or temporary structures, including but not limited to additions to the approved structures, all structures whose use is not water-dependent, fences, docks or pilings, without consent or authority from the Board, shall be a violation of Chapter 253, Florida Statutes, and subject to administrative fines under Rule 18-14, Florida Administrative Code.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, has hereunto subscribed his name and has caused the official seal of the Board to be hereto affixed, in the City of Tallahassee, on this 29 day of June, A.D., 1987.

TO BE COMPLETED BY GRANTOR OR LAWFULLY DESIGNATED AGENT

(SEAL)
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

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

WITNESS: [Signature]

BY Don E. Duder
Acting EXECUTIVE DIRECTOR, DEPARTMENT OF NATURAL RESOURCES, AGENT FOR THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

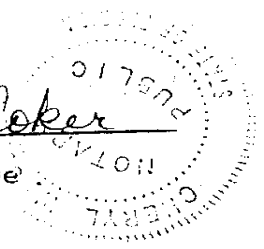
STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Don E. Duder to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29th day of June, A.D., 1987.

My Commission Expires:
 Notary Public, State of Florida
My Commission Expires Aug. 13, 1988
Bonded thru Troy ...

Cheryl W. Coker
Notary Public
State of Florida at Large



APPROVED AS TO FORM AND LEGALITY:

Carolyn Thompson
DNR Contract Manager

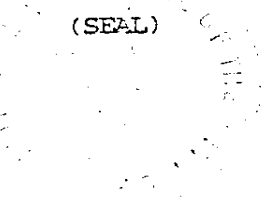
James Tuttle
DNR Attorney
Alfred ...
DNR Contract Administrator

TO BE COMPLETED BY GRANTEE OR LAWFULLY DESIGNATED AGENT

Accepted this 15 day of May, 1987.

STATE OF Florida
COUNTY OF Monroe

Joel L. Koford
Lessee
City Manager
Title
City of Key West
Corporation/Organization
525 Angela Street
Address
Key West, FL 33040
City and State



Before me personally appeared Joel L. Koford to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15th day of May, A.D., 1987.

My Commission Expires:
 Notary Public, State of Florida
My Commission Expires July 23, 1987
Bonded thru Troy ...

Josephine Parker
Notary Public
State of Florida at Large

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

SURVEYOR'S NOTES
 1) ALL ELEVATIONS SHOWN ARE NGVD BASED ON TIDAL STA 90, TIDAL B.M. MARK 24 WITH A PUBLISHED ELEV. OF 6.444 FT.
 2) SAFE UPLAND ELEV. SUPPLIED BY MR. T. WATERS OF FLA. D.N.R. FOR TIDAL STATION 4542.
 3) THE REQUIREMENT FOR MONUMENTATION ON BOUNDARY CORNERS WAS WAIVED FOR THIS SURVEY BY FLA. D.N.R.

LEGAL DESCRIPTION
 A 25.00 FOOT WIDE STRIP OF SUBMERGED LAND IN TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE U.S. ARMY CORPS OF ENGINEERS CONTROL STATION PIER D-2, THE COORDINATES OF WHICH ARE N 85.337 68 AND E 233.429 18 BASED ON THE U.S.C. & G.S. MERCATOR GRID COORDINATE SYSTEM (EAST ZONE), THENCE N 60° 54' 50" E, 2226.52 FEET TO A POINT ON THE S. FACE OF A CONCRETE SEAWALL AT THE SAFE UPLAND ELEVATION OF 1.4 FEET AND THE POINT OF BEGINNING; THENCE S 00° 00' 06" W, 292.10 FEET TO A POINT ON THE N. FACE OF A CONCRETE SEAWALL AT THE SAFE UPLAND ELEVATION OF 1.4 FEET AND THE POINT OF TERMINUS. THE ABOVE DESCRIBED PARCEL CONTAINS 0.17 ACRE MORE OR LESS.

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

SURVEYOR'S CERTIFICATION
 THIS IS TO CERTIFY THAT THE MAP SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE CHARGE AND FURTHER THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO SECTION 412 OF THE FLORIDA STATUTES.

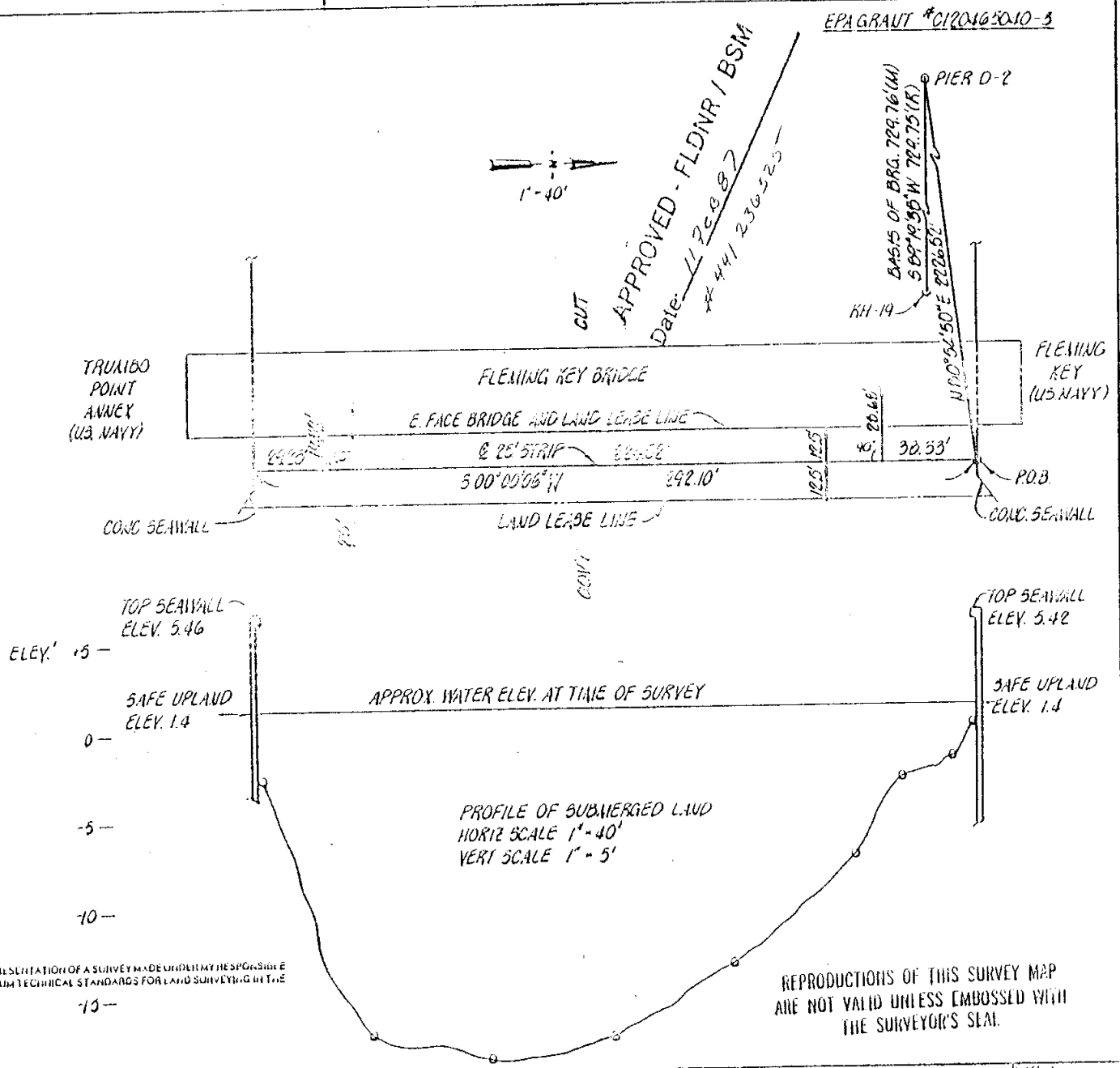
EXCEPTIONS IF ANY IN SURVEYOR'S NOTES
 Kevin J. Flanagan, P.L.S.
 FLORIDA REGISTRATION NO. 397



DES	K.J.F.				
CHK	D.N.P.				
CRK	K.J.F.				
APP	K.J.F.				
NO	DATE	REVISION	BY	APPD	

CITY OF KEY WEST
 WASTEWATER TREATMENT PLANT FACILITIES
 CH2M HILL
 7201 NWY 11th PL.
 GAINESVILLE, FLA 32602
 MAP TO SHOW PARCEL FOR A SUBMERGED LAND LEASE FROM FLORIDA D.N.R. IN TWP 67 SOUTH, RANG 25 E-EST, MONROE CITY, FLORIDA

SHEET 1
 OF 1
 DATE 10/13/86
 SCALE 1" = 5'

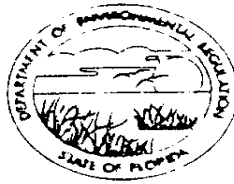


ATTACHMENT(S) A
 PAGE 4 OF 10 PAGES
 USE AGREEMENT No. U-0121

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

DEPARTMENT OF ENVIRONMENTAL REGULATION

6

SOUTH FLORIDA
BRANCH OFFICE7451 GOLF COURSE BOULEVARD
PUNTA GORDA, FLORIDA 33950-9359BOB GRAHAM
GOVERNORVICTORIA J. TSCHINKEL
SECRETARY

PERMITTEE: City of Key West
c/o Joel Koford
525 Angela Street
Key West, FL 33040

PERMIT/CERTIFICATION
NO. 441236325

DATE OF ISSUE: 11/19/86

EXPIRATION DATE: 11/30/89

COUNTY: Monroe

LATITUDE/LONGITUDE:

24° 34' 00" N

81° 47' 43" W

SECTION/TOWNSHIP/RANGE:
31 67S 25E

PROJECT: Aerial Pipeline Crossings

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-3, 17-4, and 17-12. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

Install approximately 300 l.f. of pipeline crossing, consisting of two (2) 30" force mains, one (1) 8" potable waterline, and four (4) 4" electrical conduits, requiring the installation of fourteen (14) pilings in the Fleming Key Channel (Class III Outstanding Florida Waters), in Township 67 South, Range 25 East, Monroe County.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 1 of 6

Protecting Florida and Your Quality of Life

ATTACHMENT(S) B
PAGE 5 OF 10 PAGES
USE AGREEMENT No. U-0121

PERMITTEE: City of Key West
c/o Joel Koford
525 Angela Street
Key West, FL 33040

PERMIT/CERTIFICATION
NO. 441236325

DATE OF ISSUE: 11/19/86

EXPIRATION DATE: 11/30/89

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable pursuant to the authority of Section 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is hereby placed on notice that the department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the department.
3. As provided in Subsections 403.087(6) and 403.722(5), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant or aquatic life or property and penalties therefor caused by the construction or operation of this permitted source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and department rules, unless specifically authorized by an order from the department.
6. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by department rules.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 2 of 6

ATTACHMENT(S) B
PAGE 6 OF 10 PAGES
USE AGREEMENT No. U-0121

PERMITTEE: City of Key West
c/o Joel Koford
525 Angela Street
Key West, FL 33040

PERMIT/CERTIFICATION
NO. 441236325

DATE OF ISSUE: 11/19/86

EXPIRATION DATE: 11/30/89

7. The permittee, by accepting this permit, specifically agrees to allow authorized department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately notify and provide the department with the following information:

- a. a description of and cause of non-compliance; and
- b. the period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the department, may be used by the department as evidence in any enforcement case arising under the Florida Statutes or department rules, except where such use is proscribed by Sections 403.73 and 403.111, Florida Statutes.

10. The permittee agrees to comply with changes in department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or department rules.

11. This permit is transferable only upon department approval in accordance with Florida Administrative Code Rules 17-4.12 and 17-30.30, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the department.

DER Form 17-1.201.(5)
Effective November 30, 1982

Page 3 of 6

ATTACHMENT(S) B
PAGE 7 OF 10 PAGES
USE AGREEMENT No. U-0121

PERMITTEE: City of Key West
c/o Joel Koford
525 Angela Street
Key West, FL 33040

PERMIT/CERTIFICATION
NO. 441236325

DATE OF ISSUE: 11/19/86

EXPIRATION DATE: 11/30/89

12. This permit is required to be kept at the work site of the permitted activity during the entire period of construction or operation.

13. This permit also constitutes:

- () Determination of Best Available Control Technology (BACT)
- () Determination of Prevention of Significant Deterioration (PSD)
- (X) Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500)
- () Compliance with New Source Performance Standards

14. The permittee shall comply with the following monitoring and record keeping requirements:

a. Upon Request, the permittee shall furnish all records and plans required under department rules. The retention period for all records will be extended automatically, unless otherwise stipulated by the department, during the course of any unresolved enforcement action.

b. The permittee shall retain at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), copies of all reports required by this permit, and records of all data used to complete the application for this permit. The time period of retention shall be at least three years from the date of the sample, measurement, report or application unless otherwise specified by department rule.

c. Records of monitoring information shall include:

- the date, exact place, and time of sampling or measurements;
- the person responsible for performing the sampling or measurements;
- the date(s) analyses were performed;
- the person responsible for performing the analyses;
- the analytical techniques or methods used; and
- the results of such analyses.

15. When requested by the department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the department, such facts or information shall be submitted or corrected promptly.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 4 of 6

ATTACHMENT(S) B
PAGE 8 OF 10 PAGES
USE AGREEMENT No. U-0121

PERMITTEE: City of Key West
c/o Joel Koford
525 Angela Street
Key West, FL 33040

PERMIT/CERTIFICATION
NO. 441236325

DATE OF ISSUE: 11/19/86

EXPIRATION DATE: 11/30/89

Issued this 19th day of November, 1986.

5 Pages Attached

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION

Philip R. Edwards
District Manager

PRE/aa

cc: Florida Marine Patrol, Dist. 9
DNR, Marathon
Monroe Co. Property Appraiser
United States Army Corps of Engineers
Gary Shaffer, DER Marathon

DER Form 17-1.201(5)
Effective November 30, 1982

Page 6 of 6

ATTACHMENT(S) B...
PAGE 10 OF 10 PAGES
USE AGREEMENT No. U-0121



TOM GARDNER
Executive Director

State of Florida
DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

BOB MARTINEZ
Governor

GEORGE FIRESTONE
Secretary of State

BOB BUTTERWORTH
Attorney General

GERALD LEWIS
State Comptroller

BILL GUNTER
State Treasurer

DOYLE CONNER
Commissioner of Agriculture

BETTY CASTOR
Commissioner of Education

July 7, 1987

PLEASE ADDRESS REPLY TO:

City of Key West
c/o Joel L. Koford
525 Angela Street
Key West, Florida 33044

Dear Mr. Koford:

DER File No. 441236325
DNR Use Agreement No. U-0121
Grantee: City of Key West

Enclosed is a fully executed use agreement for your records.
If you have any questions or comments regarding this use
agreement please feel free to contact me at the letterhead
address or at (904) 488-2297.

Sincerely,

Linda Purvis
Submerged Land Section
Division of State Lands

LP/ap
Enclosure
cc: Department of Environmental Regulation

DEPARTMENT OF NATURAL RESOURCES
CONTRACT REVIEW

CONTRACTOR (Name and Remittance Address)

City of Key West
% Joel Koford
525 Angela Street
Key West, Florida 33044

FEID/SSN: _____
(or State Appropriation Code if Contract is with a State Agency)

BEGIN: April 24, 1987

END: April 24, 2017

SERVICES DESCRIPTION: 30 year submerged lands use agreement
U-0121

TOTAL STATE COST \$ _____ ORGANIZATION CODE _____ EXPANSION OPTION _____

FRC NO. _____ APPROPRIATION CODE _____ PROJECT NO. _____

APPROVAL

CK
Contract Originator (Date) _____

Standard
Contract Administrator (Date) _____

AK 5/27
Bureau Chief* (Date) _____

Purchasing (Date) _____

KE 6/25/87
Division Director* (Date) _____

JK 6/22/87
Legal (Date) _____

(* Required if contract is to be executed at higher level)

COMMENTS: utility lease (water & electric) to be run adjacent to
bridge owned by U.S. Navy
Approval City of Key West 9-16-86
Navy O.K. 10-29-86
Sunday Approval 2-11-87
DER Permit 11-19-86 Fee paid 12-4-86

Minority Information
Circle One

- 1. Caucasian
- 2. Black
- 3. Hispanic
- 4. Woman
- 5. Asian-Pacific Islander
- 6. American Indian-Alaskan
- 7. Physically/Mentally Disabled

APPROVAL AUTHORITY: *

Delegation Type and Number: General _____ Specific ✓ No. 10

*Attach Certification if approved by Governor and Cabinet

TR TYPE

ORG CODE	EO	OBJECT	AMOUNT	CP	VENDOR ID	INVOICE	CONTRACT	OTHER

DISTRIBUTION: Original-Master File Copy-Division Director Copy-Contract Manager
Copy-Contract Administrator (2 copies) Copy-Purchasing (if competitively bid)

If Applicable:

Delegation Type and Number

Project Name City of Key West
Project Number 441236325

General _____ No. _____
Specific No. 10

ACTION TAKEN: Grant a Use Agreement to run utility lines adjacent to the Flemming Key Bridge which is owned by the U.S. Navy.

APPLICANT: City of Key West

COUNTY/LOCATION: Section 31, Township 67 S, Range 25E
Monroe Co.

CONSIDERATION:

N/A

STAFF REMARKS: The City of Key West wishes to construct two sewer lines, a potable waterline and (4) 4" electrical conduits, requiring the installation of 14 pilings in the Flemming Key Channel immediately abutting the Flemming Key Bridge which is owned by the U.S. Navy.

Approved City of Key West City Commission 9-16-86

Navy O.K. 10-29-86

Survey approved 2-11-87

DER permit 11-19-86

Please use additional pages if additional space is required for explanations.

REVIEW ROUTING

APPROVED BY: (Signature) / Date

- 1. Originator
- 2. Bureau Chief
- 3. Division Director
- 4. legal
- 5. _____

C.T. 11-13-87
at 1-4-87
JL 1-4-87
JL 1-4-20-87
 _____ 1

DISTRIBUTION: (highlight as appropriate)

- Original - Originator/Master File
- Copy - Director, Division of Administration for reportable actions only
- Copy - Division Director
- Copy - Purchasing (when requisition required)

CERTIFICATION

If Lessee/Grantee (Upland Owner) is a CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, ESTATE, BUSINESS, ENTERPRISE, COMPANY, FIRM, FIDUCIARY, ASSOCIATION, CLUB, OR combination, whether public or private, including governmental entities.

*Lessee/Grantee is a/an: Government

Name of Entity: City of Key West

This is to certify that I, Joel L. Koford, as
(Full Name)

City Manager, am authorized to sign for the entity
(Title: President, General Partner, Trustee, Owner, Etc.)
above, that I have personal knowledge of all the requirements associated
with use of subject state lands, and that the following address shall be
used for conducting official business with subject state lands account.

Street Address : 525 Angela Street (Required even though a
P.O. Box is used.)

Post Office Box: 1550

City: Key West

State: FL Zip Code 33040

Phone Number: (305) 294-3721
Area Code

Signed *Joel L. Koford*
(Original signature required)

STATE OF FLORIDA

COUNTY OF MONROE

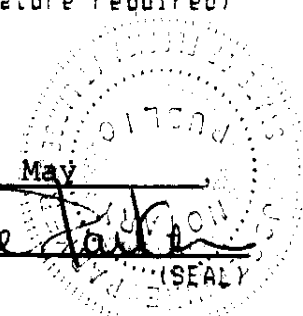
WITNESS my hand and official seal this 15th day of May
A.D., 19 87.

Notary Public, State of Florida

My Commission Expires July 23, 1987

Bonded - Five Thousand Dollars

Josephine Foster
Notary Public



* Note: If entity is a Florida Corporation, a copy of the current
Corporate Certificate as registered with the Florida Secretary
of State's Office that shows Corporate Officers' names and
address must also be provided. If an out-of-state Corporation,
a copy of the Charter No. issued by the Florida Secretary of
State's Office authorizing you to do business in the State of
Florida must also be provided. If an Estate, a copy of the
appropriate legal documents authorizing you to act on behalf
of the Estate must also be provided.

(To be completed by DNR)

Lease/Easement/Use Agreement No. U-0121



State of Florida
DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

DR. ELTON J. GISSENDANNER
Executive Director

BOB MARTINEZ
Governor

GEORGE FIRESTONE 15
Secretary of State

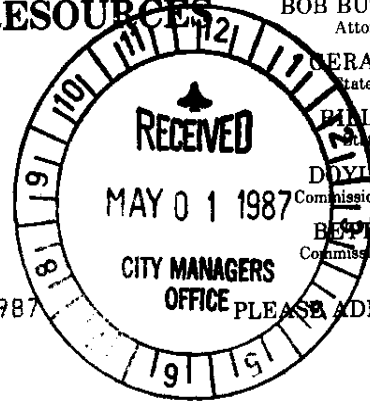
BOB BUTTERWORTH
Attorney General

GERALD LEWIS
State Comptroller

BILL GUNTER
State Treasurer

DOYLE CONNER
Commissioner of Agriculture

BEVY CASTOR
Commissioner of Education



April 27, 1987

City of Key West
c/o Mr. Joel Koford
525 Angela Street
Key West, Florida 33044

Dear Mr. Koford:

DER File No. 441236315
DNR Use Agreement No. U-0121
Grantee: City of Key West

Your request for the use of state-owned submerged lands has been approved pursuant to Delegation of Authority, Specific No. 10.


Enclosed are two documents that will require your acceptance by signature and notary seal. Please return them to Submerged Lands Section, Bureau of State Lands Management, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303.

Upon receipt of the above-mentioned documents we will forward them for formal execution and return an executed use agreement to you. Until then, consider this the authority sought under Section 253.77, Florida Statutes, to pursue this project.

This letter in no way waives the authority and/or jurisdiction of any governmental entity, nor does it disclaim any title interest that the State may have in this project site.

If you have any questions concerning this matter, please feel free to contact Mr. Charles Horne, DNR/DER Coordinator at 904/488-2297.

Sincerely,


James W. Macfarland, Director
Division of State Lands

JWM/lpp
Enclosure
cc: Department of Environmental Regulation

APPLICATION FOR SURVEY REVIEW

TO: Bureau of Survey and Mapping

Date: 2-3-87

RE: Survey Review of City of Key West
(Project)

441236325
(Number)

*Applicant Name: Joel L. Koford, City Manager

Address: City of Key West
525 Angela Street
Key West, Florida 33040

Please review the above survey for compliance with the Minimum Technical Standards, Chapter 21HH-6, F.A.C.

Comments: Review for MTS

Submitted by Linda Purvis
(Name)

Return to 203 D, State Lands
(Room No.) (Division/Bureau)

Information below these lines to be filled out by the BSM only

Type of Survey: * Submerged Land
Other

Date of Survey: 10/15/86

REVIEW RESULTS

- Not Reviewed This appears not to be a field survey.
- Is in compliance with Chapter 21HH-6, F.A.C.
- Is not in compliance with Chapter 21HH-6, F.A.C., and/or does not meet additional BSM requirements. (See checklist on back.)

Date: 9 FEB 87
2/11/87
2/11/87

By: [Signature]
[Signature]

The above referenced survey has been reviewed by us pursuant to Chapter 21HH-6, F.A.C., and for additional requirements set forth by the Bureau of Survey and Mapping only. Other Departmental deficiencies may exist.

BSM No. 1280

* = Insufficient data, not in compliance with Chapter 21HH-6, F.A.C.

MINIMUM TECHNICAL STANDARDS AND REQUIREMENTS

- _____ Type of survey 21HH-6.02(7)
- _____ Surveyors Certification 21HH-6.03(1)
- _____ Name, address, certification number, seal, date, original signature 21HH-6.03(3)
- _____ Bearing reference 21HH-6.03(4)
- _____ North arrow and scale 21HH-6.03(5)
- _____ Source of description, 21HH-6.03(6)
- _____ Description does not match drawing 21HH-6.03(6)
- _____ Angles, directions, curve data 21HH-6.03(7)
- _____ Street intersection ties 21HH-6.03(8)
- _____ Metes and bounds ties and calls 21HH-6.03(9)
- _____ Adjoining lots and blocks 21HH-6.03(10)
- _____ Dimensions of included and excluded portions 21HH-6.03(11)
- _____ Recorded right-of-way, access 21HH-6.03(12)
- _____ Boundary line evidence 21HH-6.03(13)
- _____ Visible encroachments and foundations 21HH-6.03(14)
- _____ Open and notorious easements or R/W 21HH-6.03(15)
- _____ Location of improvements 21HH-6.03(16)
- _____ Cemeteries and burial grounds 21HH-6.03(17)
- _____ Monumentation 21HH-6.03(18,19)
- _____ Accuracy of survey 21HH-6.03(20)
- _____ Bench mark datum and description 21HH-6.04(1)
- _____ Vertical accuracy 21HH-6.04(2)
- _____ Topographic survey 21HH-6.04(3)
- _____ Construction, as built, quantity surveys 21HH-6.05

- _____ Miscellaneous 21HH-6.06

Additional Requirements by Survey and Mapping:

- _____ Statement indicating the absence or presence of encroachments
- _____ Determination of area for lands surveyed
- _____ The procedure for establishing the MHW or the safe upland line must be approved by the Bureau of Survey and Mapping, call 904/488-2427.
- _____ This survey must include a location map
- _____ The riparian lines along with upland ownership must be shown.

COMMENTS: _____

LEGEND

- FD. U.S. ARMY C.O.E. CONTROL STA.
- SET P.K. NAIL IN BRIDGE
- CALCULATED POINT

SURVEYOR'S NOTES

- 1) ALL ELEVATIONS SHOWN ARE NGVD BASED ON TIDAL STA. 90, TIDAL B.M. MARK 24 WITH A PUBLISHED ELEV. OF 6.444 FT.
- 2) SAFE UPLAND ELEV. SUPPLIED BY MR. T. WATERS OF FLA. D.N.R. FOR TIDAL STATION 4542.
- 3) THE REQUIREMENT FOR MONUMENTATION ON BOUNDARY CORNERS WAS WAIVED FOR THIS SURVEY BY FLA. D.N.R.

LEGAL DESCRIPTION

A 25.00 FOOT WIDE STRIP OF SUBMERGED LAND IN TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE U.S. ARMY CORPS OF ENGINEERS CONTROL STATION PIER D-2, THE COORDINATES OF WHICH ARE N 85,337.68 AND E 233,429.18 BASED ON THE U.S.C.&G.S. MERCATOR GRID COORDINATE SYSTEM (EAST ZONE), THENCE N 80-54-50 E, 2226.52 FEET TO A POINT ON THE S. FACE OF A CONCRETE SEAWALL AT THE SAFE UPLAND ELEVATION OF 1.4 FEET AND THE POINT OF BEGINNING;

THENCE S 00-00-06 W, 292.10 FEET TO A POINT ON THE N. FACE OF A CONCRETE SEAWALL AT THE SAFE UPLAND ELEVATION OF 1.4 FEET AND THE POINT OF TERMINUS.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.17 ACRE MORE OR LESS.

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

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE MAP SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE CHARGE AND FURTHERMORE THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO SECTION 472 OF THE FLORIDA STATUTES.*

*EXCEPTIONS, IF ANY, IN SURVEYOR'S NOTES

Kevin J. Flanagan
 KEVIN J. FLANAGAN, P.L.S.
 FLORIDA REGISTRATION NO. 3942



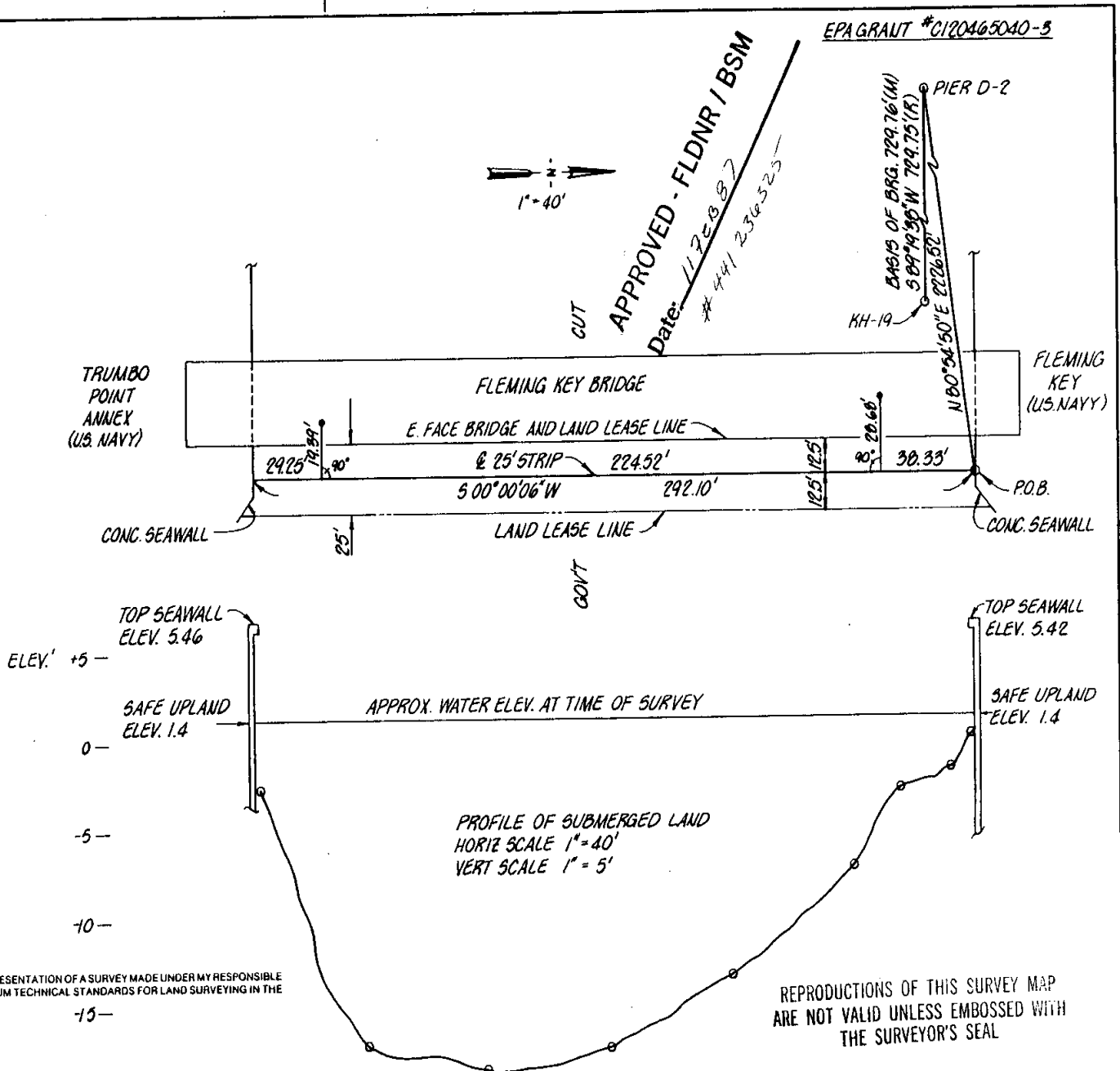
DES	K.J.F.				
DR	D.M.P.				
CHK	K.J.F.				
APPR	K.J.F.	NO	DATE	REVISION	BY

CITY OF KEY WEST
 WASTEWATER TRANSMISSION
 FACILITIES

CH2M HILL
 7201 NW 11TH PL.
 GAINESVILLE, FLA. 32602

MAP TO SHOW PARCEL FOR A
 SUBMERGED LAND LEASE FROM
 FLORIDA D.N.R. IN TWP 67 SOUTH,
 RANG. 25 EAST, MONROE CTY, FLORIDA

SHEET	1
OF	1
DATE	10/13/06
PROJ NO	FC20064 K4



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



DEPARTMENT OF THE NAVY

NAVAL AIR STATION
KEY WEST, FLORIDA 33040-5000

18

11000
Ser 18B/3 923
29 OCT 1986

Joel L. Koford, City Manager
City of Key West
525 Angela Street
Key West, Florida 33040

Dear Mr. Koford:

Dr. Bruce Johnson of CH2MHill, Inc., advises that the Florida State Department of Environmental Regulation and/or Department of Natural Resources has requested that they be provided with a certification from the owner of the Fleming Key Bridge that the owner has no objection to the utility line construction which the City of Key West is planning alongside that bridge. The construction referred to is that which is to be accomplished as part of the City of Key West Sewage Treatment Plant project.

Accordingly, this is to advise you that the Naval Air Station, Key West, is the owner of the Fleming Key Bridge and that we have no objection to the construction mentioned above.

For the purpose of further identifying the proposed construction, this letter is intended to apply to the pile-supported utility line structure shown on Sheet 328 of City of Key West Wastewater Treatment Plant drawings dated May 1986. This drawing shows 2-30" sewage lines, one 8" water line, and 4-4" electric conduits on a trestle-type structure which immediately abuts the east side of our bridge.

If I can be of any further assistance on this matter, please let me know.

Sincerely,

R. F. SULLIVAN
Captain, U.S. Navy
Commanding Officer

Copy to:
Dr. Bruce Johnson, CH2MHill

RECOMMENDATION ON BIDS:Key West Wastewater Treatment Plant.

City Manager Koford stated he passed out to the Commission a document from CH2M Hill and we have Dr. Johnson from CH2M Hill to address the Commission on that item. He stated we would be coming back to the Commission at a later date for the actual award. This is the recommendation from our Consulting Engineers.

BRUCE JOHNSON of CH2M Hill stated on the 14th of August we received three bids for the Wastewater Treatment Plant. The apparent low bidder was a company by the name of Danis Shook with a bid of twenty-eight million four hundred and seventy-three thousand (\$28,473,000.00). We have examined the company, their references right now. They are probably doing about twenty different projects in the Wastewater field, Wastewater Treatment Plant and pumping stations. Some of these projects range from about a million dollars or thereabouts slightly under up to somewhere close to thirty million dollars. So they have a wide range of experience. We've have investigated their financial capabilities. We've made some calls to both engineers, clients, state agencies that have worked with them, and based upon this investigation we recommend they be awarded the contract of being both the responsive and responsible bidder. In addition we have examined the deductive alternates that were supplied in the bid proposal. There are three pieces of equipment that appear to be equivalent to what was called for in the contract documents. One is a chemical feed pump system, the other is an alternate incinerator and then the third item is alternate instrumentation and control equipment. With those three deductive alternates the bid price would be deducted by a hundred and one thousand that would put the bid at twenty-eight million three hundred and seventy-two thousand (\$28,372,000.00), and in your package there you have a collection of information on the company on the evaluation of deductive alternates on the . . . he doesn't know if the Commission has the financial capabilities or the financial statement in there, maybe some references in terms of other projects that they are doing where they're at, and the size of them and so forth. So based upon this investigation it is our recommendation that the low bidder be awarded

the contract.

Mayor Sawyer said, he sees that CH2M Hill has worked with this . . .

Dr. Johnson said, we have worked with them on one project in Dayton, Ohio. Dayton is where the parent company is from. We have worked with them on one project and in checking with people in the field, they have no complaints about the quality of the workmanship or their ability to execute the work and follow a schedule, prepare a schedule and so forth.

Commissioner Halloran stated all of the projects that CH2M Hill has here, the job names, only one is finished. He asked Dr. Johnson if he attempted to just get references from projects that are ongoing or is this a brand new company.

Dr. Johnson stated this particular list was just current wastewater projects and they could have gone back further and looked at a whole history of wastewater projects that they have done. He said, we thought the Commission would be more interested in what they are doing currently.

Commissioner Halloran stated what he was concerned with is how they turned out, if they actually operate. The ones they finished a couple of years ago, are they humming along or are they full of problems.

Dr. Johnson stated they have checked some of those and so far they haven't gotten any unfavorable comments. We checked also with the State to go back in some history and see what sort of history of performance they had and they seem to be favorable in all their comments.

Commissioner Halloran said, in the references, there are two members of CH2M Hill who have some concern over this company.

Dr. Johnson stated this particular summary sheet deals with the evaluation of the deductive alternates and if they will notice that one sheet there, is sort of a subheading under the precision instruments, and what that is, it's an evaluation of that deductive alternate. There were a couple of folks that both of them were from our firm that had some concerns. There were also some other folks that had no major objection to that alternate, it's a twenty-five

thousand (\$25,000.00) dollar deduct which is not a large amount considering the size of the project, but by in large after searching that out we were convinced that the company has both the capabilities and the resource and the type of equipment to perform as required by the contract documents.

Commissioner Halloran said, throughout this Dr. Johnson has said that there is stainless steel and one little item isn't good enough. You want a higher quality or you want a different company. Now, these are all recommendations you've made to the bidder. He asked Dr. Johnson if the bidder has accepted these recommendations.

Dr. Johnson asked if in terms of the deducts.

Commissioner Halloran stated he doesn't know what they are called but for example, the Phoenix belt presses are not recommended, you recommend the Winkle press instead of the Phoenix press.

Dr. Johnson stated the contract document was prepared and Danis Shook is already tied in to the base bid item. He stated the deductive alternates is something that he included in his bid for evaluation and assessment. Danis Shook has already based his bid on a base bid item which in this case was the Winkle press which is a heavy duty, industrial press. So if the deductive alternates are not found to be acceptable or an equal, they don't have to be accepted and Danis Shook has already based his project on the piece of equipment prescribed.

Commissioner Halloran asked if that was the same as the water Reclamation, Inc. aerators.

Dr. Johnson responded in the affirmative.

Commissioner Halloran said, on the time frame on this, it says that we are to award bids and direct the contract to be in construction by January. He asked, are we three months ahead of time here.

Dr. Johnson stated what takes place now is with the resolution essentially to accept the low bidder and award contract to the low bidder. That resolution then goes to the EPA along with this package and along with other items such as grant amendment request. Now that we know the exact amount of the bid, we hone in on basically what the grant will actually end up being which will end up being a little bit larger. We will be getting some additional funding from the EPA, but

that whole package goes in to the EPA and of course they then review it and look at things like the minority involvement and all of these other things that are required for Federal contract work and as soon as they have made their action on it and approve the award of the contract, then your resolution basically goes from there to actually giving the contractor the notice of award. Basically, that takes about sixty days in EPA hands. So we are looking from this date, sometime mid November in which the actual award will be made and the contract signed.

Mayor Sawyer said, for everyone's information we are moving ahead on track, on schedule, and not anticipating any future fines and we will soon be writing to them to ask them to give us back some of the money that we paid them.

It was moved by Commissioner Halloran, and seconded by Commissioner Lewis, to accept the recommendation and award the contract to Danis Shook.

The Mayor requested the Clerk to put the question.

YEAS: Commissioners Cates, Halloran, Lewis, Weekley, and Mayor Sawyer.

NAYS: None.

SO ORDERED

STATE OF FLORIDA)

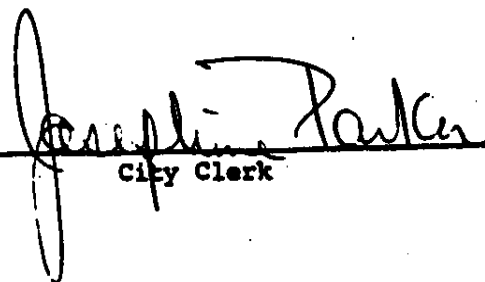
COUNTY OF MONROE) ss.

CITY OF KEY WEST)

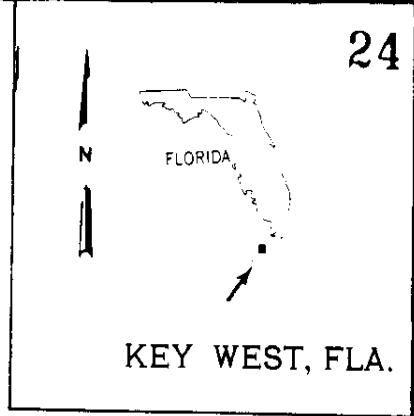
I, Josephine Parker, City Clerk of the City of Key West, Florida, do hereby certify the foregoing and attached to be a true and correct copy of an excerpt of the minutes of a regular/~~special~~ meeting of the City Commission of the City of Key West, Florida, held September 16, 1986.

Other matters not pertinent to the above are on file in the office of the City Clerk.

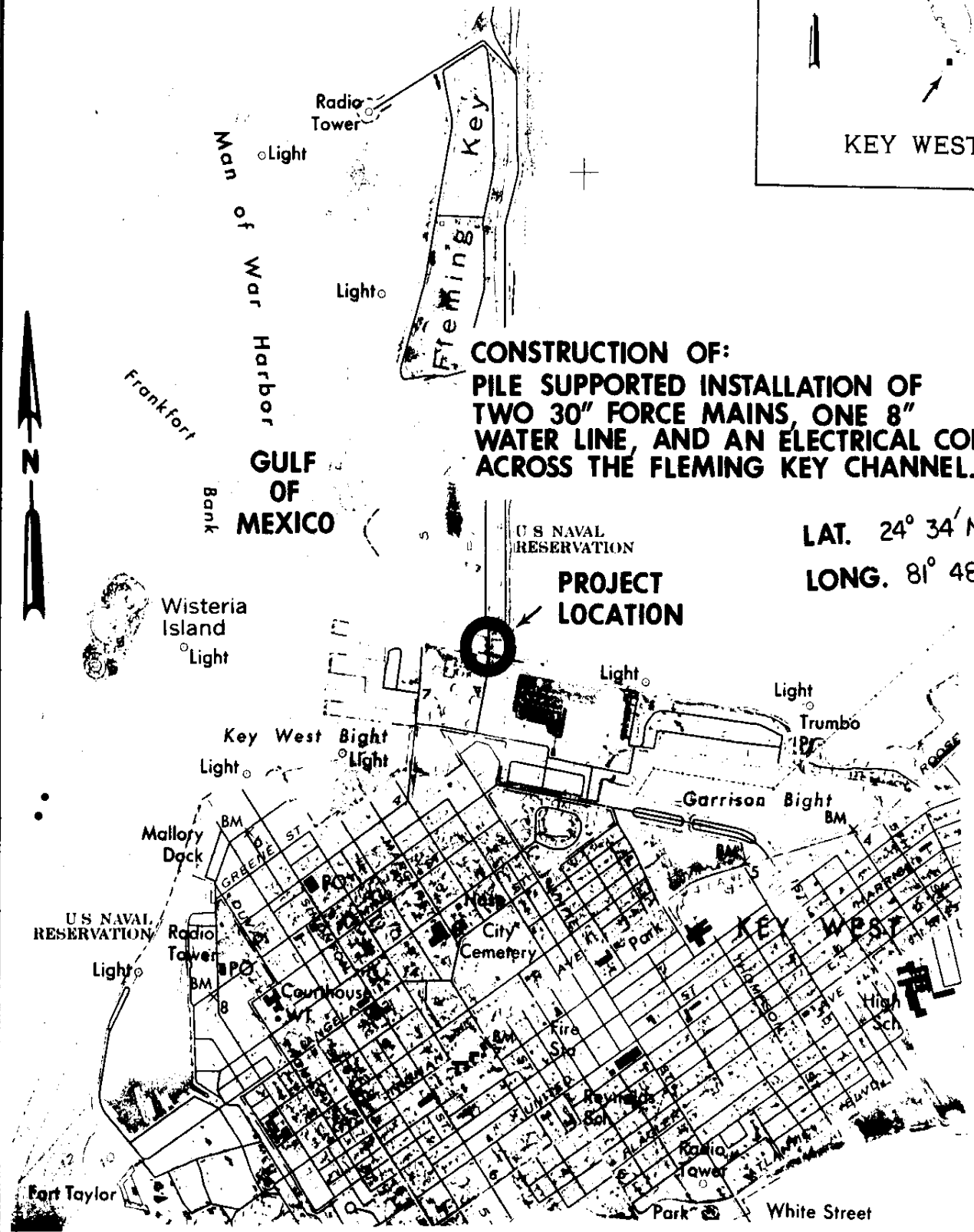
Dated at Key West, Florida, this 17th day of September, 1986.



City Clerk



T.67.5

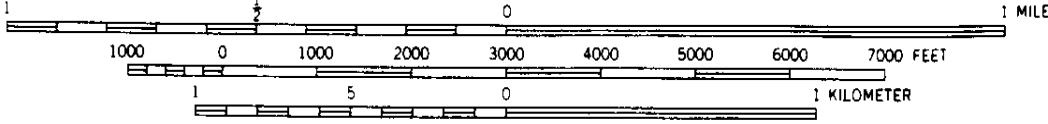


**CONSTRUCTION OF:
PILE SUPPORTED INSTALLATION OF
TWO 30" FORCE MAINS, ONE 8"
WATER LINE, AND AN ELECTRICAL CONDUIT
ACROSS THE FLEMING KEY CHANNEL.**

**LAT. 24° 34' N
LONG. 81° 48' W**



SCALE 1:24 000



**PROJECT LOCATION MAP
KEY WEST, FLORIDA**

C-11

①

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

QUITCLAIM DEED

Deed No. 16341 "A"

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, for and in consideration of the sum of Five and 00/100 Dollars, (\$5.00) to them in hand paid by A. B. ARCHIBALD and E. A. ARCHIBALD, his wife, have remised, released, quitclaimed and by these presents do remise, release and quitclaim unto the said A. B. ARCHIBALD and E. A. ARCHIBALD, his wife, their heirs and assigns, forever, all of the right, title, interest, claim and demand arising out of the following reservations, to-wit:

note

"SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida, by Act of Congress, approved September 28th, 1850, and to take from the said lands hereby conveyed and to use such gravel, stone or earth or any, in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

AND FURTHER SAVING AND RESERVING, unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Trustees of the said Internal Improvement Fund or the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land."

contained in a certain deed more particularly described as Deed No. 16341 from the Trustees of the Internal Improvement Fund of the State of Florida to Thomas C. Hammond, dated January 6th, 1913, conveying certain lands therein more particularly described, insofar as said reservation applies, to the following described land in Pinellas County, Florida:

Release

1034
2

Lots numbered One (1) and Two (2) of
Section Twenty-five (25) in Township
Thirty-one (31) South, Range Fifteen
(15) East, cont. being 21.96 acres, more
or less, being and being in Pinellas
County, State of Florida.

IN TESTIMONY WHEREOF, the said Trustees of the
Internal Improvement Fund of the State of Florida, have
hereunto subscribed their names and affixed their seals
and have caused the seal of the "DEPARTMENT OF AGRICULTURE
OF THE STATE OF FLORIDA", to be hereunto affixed at the
Capitol, in the City of Tallahassee, County of Leon, State
of Florida, on this the 12th day of March, A. D. 1946.

Millard F. Caldwell (SEAL)
Governor

J. M. Lee (SEAL)
Comptroller

Sent to
Charles E. Fisher
Fisher and Sauls
St. Petersburg, Florida
March 26th, 1946

J. Edwin Larson (SEAL)
Treasurer

J. Tom Watson (SEAL)
Attorney General

Nathan Mayo (SEAL)
Commissioner of Agriculture

(1)

Internal Improvement Fund, State of Florida

DEED NO. 17,638

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 1061 of the Revised General Statutes of Florida, and according to the provisions and procedure provided for in Section 1062 of the Revised General Statutes of Florida, and for and in consideration of the sum of One Hundred Ninety-three and 00/100 Dollars, to them in hand paid by Calvary Baptist Church

Pinellas County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said Calvary Baptist Church and its successors heirs and assigns, forever, the following described lands, to-wit:

From an intersection of the West line of Osceola Avenue and South line of Cleveland Street in Clearwater, Florida, run North 88 degrees 30' West, 436 feet along South line of Cleveland Street to the average high water line of Clearwater Bay for point of beginning,

Thence North 88 degrees 30' West 480 feet on the projected South line of Cleveland Street to East side of channel in Clearwater Bay,

Thence in a southerly course along East side of channel to a point opposite to and parallel with the projected South line of Calvary Baptist Church property,

Thence South 88 degrees 30' East, 480 feet to Southwest corner of Calvary Baptist Church property, same being at average high water line Clearwater Bay,

Thence in a Northerly course along the average high water line to point of beginning,

Containing 1.93 acres, more or less.

All lying and being in Section 16, Township 29 South, Range 15 East, County of Pinellas, State of Florida.

SAMPLE OF OLDER DEED

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 1061 of the Revised General Statutes of Florida, unto the said Calvary Baptist Church and its successors heirs and assigns, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have herunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 17th day of May, A. D. Nineteen Hundred and Twenty-six.

John W. Martin, (SEAL)
Governor.
Ernest Amos, (SEAL)
Comptroller.
J. C. Luning, (SEAL)
Treasurer.
J. B. Johnson, (SEAL)
Attorney-General.
Nathan Mayo, (SEAL)
Commissioner of Agriculture.

(SEAL)
Sent Kelly and Kelly,
Clearwater, Fla.
May 31, 1926.

①

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

D E E D

No. 25572

THIS INDENTURE, Made this 16th day of June,
A. D. 1975, between the STATE OF FLORIDA BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND, party of the first part, Grantor
herein, and the CITY OF GAINESVILLE, a municipal corporation orga-
nized and existing under the laws of Florida, party of the second
part, Grantee herein,

WITNESSETH:

That the party of the first part for and in consideration
of the sum of Ten Dollars (\$10.00) and other good and valuable
consideration, receipt of which is hereby acknowledged, has granted,
bargained, sold and conveyed, and by these presents does grant, bar-
gain, sell and convey to the party of the second part, its successors
and assigns, that piece or parcel of land situate, lying and being in
the County of Alachua, State of Florida, to-wit:

Commence at the Southwest corner of Section 7,
Township 10 South, Range 20 East, and run N 0°
31' E along the West line of said Section
1688.13' to its intersection with the Northerly
R/W line of State Road No. 24 (100' R/W); thence
run N 68°29'51" E along said R/W line 210' to
the point of beginning; thence run N 0°31' E,
198.7'; thence run N 67°20'44" E, 243.9'; thence
run S 15°57'40" E, 190' to the Northerly R/W
line of said State Road No. 24; thence run S 68°
29'51" W along said R/W line 300' to the point
of beginning. All being and lying in Section 7,
Township 10 South, Range 20 East, Alachua County,
Florida; containing 1.16 acres, more or less.

TO HAVE AND TO HOLD the same in fee simple forever, sub-
ject, however, to the following conditions, restrictions and
reservations which shall be deemed covenants running with the land
and which may be enforced against the Grantee, its successors or
assigns and the violation of which, at the option of the Grantor,
shall cause the title to such land to revert to the Grantor:

1. The said land shall be used for fire station purposes
only, and shall not be used for any other purpose which is incon-
sistent with the authorized use.

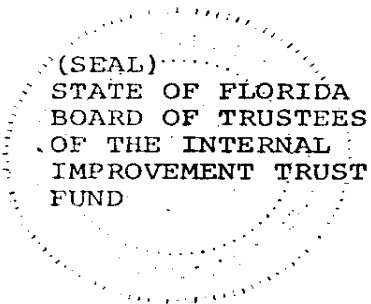
LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES E. WILLIAMS
ELLIOT BUILDING
TALLAHASSEE, FLORIDA 32304

SAMPLE OF NEWER
DEED

2

2. In the event said land is used for other than fire station purposes, or the Grantee herein fails to use said land for said purposes for a period of three (3) consecutive years, the title herein granted shall revert to the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

IN WITNESS WHEREOF, the Trustees for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first above written.



Reubin O. Elie
Governor

James G. Smathers
Secretary of State

Robert C. Rife
Attorney General

Herold Lewis
Comptroller

Don O'Neal
Treasurer

Ralph D. Jenkins
Commissioner of Education

Doyle Connor
Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

APPROVED: FLORIDA BOARD OF REGENTS

(SEAL)
FLORIDA BOARD OF REGENTS

BY: *Robert B. Mouty*
Chancellor

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

DISCLAIMER

NO. 25806(2758-64)

THIS INDENTURE made by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND in favor of R. PAUL KOSMAS and SUZANNE M. KOSMAS, his wife,

WITNESSETH, That the Board of Trustees in pursuance of the provisions of Section 253.129, Florida Statutes, has released, relinquished, surrendered and disclaimed, and by these presents does hereby release, relinquish, surrender and disclaim all right, title or interest in and to the following described land in Volusia County, Florida, to-wit:

A parcel of filled, formerly sovereignty land adjacent to Indian River North, in Section 8, Township 18 South, Range 35 East, Volusia County, Florida, being more particularly described as follows:

A parcel of land lying Southwesterly of Lots 6 through 9, Block 49, Bethune Volusia Beach Subdivision, Unit No. 5 and Southerly of Lot 9, Block 49, Bethune Volusia Beach Subdivision, Unit No. 5, as shown on map in Map Book 1, page 159 of the Public Records of Volusia County, Florida and being more particularly described as follows: Commence at the intersection of the Westerly R/W of State Road A1A, a 100-foot R/W as now laid out, and the Southerly R/W of 16th Street, a 50-foot platted R/W as shown on plat of Bethune Volusia Beach Subdivision, Unit No. 5, previously described; thence South 31°50'52" East along the Westerly R/W of State Road A1A, a distance of 125 feet to a point in the Northerly line of Lot 6, Block 49, aforementioned; thence along the previously described line South 58°27'38" West, a distance of 150 feet, more or less, to the platted Westerly line of Lot 6 for the Point of Beginning; thence continue along said last mentioned line South 58°27'38" West, a distance of 227 feet, more or less, to the normal high water line of the Indian River North; thence along said last described line for the four (4) following courses and distances: thence (1) South 43°52'36" East a distance of 76.77 feet; thence (2) South 44°12'37" East a distance of 40.25 feet; thence (3) South 26°30'34" East a distance of 50.48 feet; thence (4) South 21°58'23" East a distance of 10.61 feet; thence North 58°27'38" East along a line being 50 feet Southerly of and parallel to the Westerly prolongation of the Southerly line of Lot 10, Block 49, for a distance of 92.86 feet to a point in the normal high water line of an arm of the Indian River North; thence along said high water line for the seven (7) following courses and distances: thence (1) North 12°10'15" East, 11.01 feet; thence (2) North 47°10'15" East a distance of 28.00 feet; thence (3) North 30°44'02" West a distance of 18.23 feet; thence (4) North 27°00'00" East a

distance of 34 feet; thence (5) North 36°30'00" East a distance of 40 feet; thence (6) North 53°30'00" East a distance of 70 feet; thence (7) North 39° East a distance of 25 feet to a point in the Westerly platted line of Lots 6 through 9, Block 49, aforementioned; thence along said last described line for the two following courses and distances: thence North 66° West a distance of 55 feet; thence North 75°06'41" West a distance of 70.25 feet to the Point of Beginning, containing 0.855 acre, more or less.

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed in the City of Tallahassee, Florida, on this 12th day of August, A.D. 1977.

(SEAL)
Board of Trustees
of the Internal
Improvement Trust
Fund

Reubin O. Askew
Governor

Ann L. Smith
Secretary of State

Robert L. Shriver
Attorney General

Gerald R. Lewis
Comptroller

Bill Darter
Treasurer

Reph D. Timbly
Commissioner of Education

David Brewer
Commissioner of Agriculture

As and Constituting the Board
of Trustees of the Internal
Improvement Trust Fund

(1)

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

RELEASE OF RESTRICTIONS

No. 25812

THIS INDENTURE, Made and entered into this 20th day of September, A. D. 1977, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida as owner of state land, hereinafter "TRUSTEES" and the CITY OF SAINT CLOUD, a municipal corporation organized and existing under the laws of Florida, hereinafter "CITY".

WITNESSETH:

Whereas, the Trustees of the Internal Improvement Fund of the State of Florida (now designated as Board of Trustees of the Internal Improvement Trust Fund) did on October 14, 1935, by Deed No. 49-5, convey to CITY, the following described lands in Osceola County, Florida, to-wit:

The West Half (W $\frac{1}{2}$) of Section Ten (10), in Township Twenty-six (26) South, Range Thirty (30) East, EXCEPTING: The East Half (E $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Ten (10), in Township Twenty-six (26) South, Range Thirty (30) East, containing Three Hundred Fifteen (315) acres, more or less.

Whereas, said deed was subject to public use restrictions, contained in a covenant running with the land, as follows:

"----the above-described lands shall be used for the purpose of a municipal golf course and public airport"; and

Whereas, on February 15, 1956, by Deed No. 49-5 Cor., the Trustees of the Internal Improvement Fund of the State of Florida (now designated as Board of Trustees of the Internal Improvement Trust Fund) expanded the public use restrictions to include the following:

"----and for other public municipal purposes"; and

Whereas, violation of the foregoing condition subsequent results in an automatic reversion of the title to the Grantors or their successors; and

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Whereas, the City of Saint Cloud has requested release of the public use restrictions on 35 acres, more or less of the land contained in the above-referenced deeds to allow development of an industrial park.

Now, Therefore, for and in consideration of the sum of \$63,000 in hand paid by the City of Saint Cloud to the Board of Trustees of the Internal Improvement Trust Fund, the said public use restrictions contained in Deed No. 49-5, dated October 14, 1935 and in Deed No. 49-5 Cor., dated February 15, 1956, are hereby released as to the following described land, to-wit:

All of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 26 South, Range 30 East, less the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 10, Township 26 South, Range 30 East, Osceola County, Florida.

IN TESTIMONY WHEREOF, the Trustees have hereunto subscribed their names and have caused to be affixed hereto the seal of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida at Tallahassee, Leon County, Florida, this 20th day of September, 1977.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA

Reubin O. Elie
Governor

James A. Smith
Secretary of State

Gerald A. Lewis
Comptroller

Dill Hunter
Treasurer

Ralph D. Tunk
Commissioner of Education

Donk Comner
Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

(1)

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

EASEMENT

NO. 25573 (2581-55)

WHEREAS, pursuant to application made by the Florida Inland Navigation District, for a perpetual easement in and to certain lands held by the State of Florida Board of Trustees of the Internal Improvement Trust Fund, being lands required as right of way for the construction and maintenance of a dike area, and pursuant to approval of said application by the said State of Florida Board of Trustees of the Internal Improvement Trust Fund on April 1, 1975;

NOW, THEREFORE, THIS INSTRUMENT, made this 18th day of June, A.D. 1975, between the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as grantor, and the Florida Inland Navigation District, as grantee;

WITNESSETH: That the State of Florida Board of Trustees of the Internal Improvement Trust Fund, for and in consideration of the sum of One and 00/100 Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby grant unto the said Florida Inland Navigation District, for the use and benefit of the United States of America, a perpetual easement for right of way for dike construction and maintenance purposes, subject to the conditions hereinafter set forth, in and to the following described land in St. Johns County, Florida, to-wit:

A parcel of land in the unsurveyed portions of Sections 24 and 25, Township 9 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of said Section 24 with the Easterly boundary of the 500-foot wide right of way of the Intra-coastal Waterway as that right of way is shown on a map recorded in the public records of St. Johns County in Plat Book 4, page 76; thence proceed along said Easterly boundary of the right of way North 31°44'45" West, a distance

This Instrument was Prepared by
Daniel Meisen
Elliot Building
Tallahassee, Florida 32304

of 138.87 feet, to a point of change of direction in said Easterly boundary; thence along said right of way line North 37°59'8" West, a distance of 190 feet, more or less, to a Point of Beginning; thence continue along said right of way line North 37°59'8" West, a distance of 340 feet, more or less, to a point which is the intersection of the South boundary of MSA 232 with said right of way line; thence meander in an Easterly direction along said South boundary of MSA 232, a distance of 230 feet, more or less, to a point; thence South 17°15'0" East, a distance of 35 feet, more or less, to a point which lies 220 feet East of, when measured at right angles to, said Easterly right of way line of the Intracoastal Waterway; thence South 37°59'8" East, a distance of 750 feet to a point; thence South 52°0'52" West, a distance of 40 feet, more or less, to a point on the line of mean high water; thence meander the line of mean high water in a Northwesterly direction for 480 feet, more or less, to a point on a line which bears North 52°00'52" East from the Point of Beginning; thence South 52°00'52" West, a distance of 70 feet, more or less, to the Point of Beginning.

This easement is granted subject to the following conditions, viz:

- (1) The rights hereby conferred shall be subject to (a) any and all prior rights of the United States; and (b) any and all prior grants by the State of Florida Board of Trustees of the Internal Improvement Trust Fund of submerged lands situated within the limits of the right of way hereinabove described.
- (2) That no title to said land is conferred by this instrument.
- (3) That the above described parcel of land shall be used solely as right of way for construction, maintenance and use as a dike. In the event the land herein described shall cease to be used for said purposes by the Florida Inland Navigation District then the easement hereby granted covering said land shall terminate and the land shall be vested in the State of Florida Board of Trustees of the Internal Improvement Trust Fund, free and clear of said easement.
- (4) That the grantee herein will not, in the construction and maintenance of said dike, damage or unduly interfere with public or private rights therein.
- (5) That the grantee herein shall save harmless and protect the State of Florida Board of Trustees of the Internal Improvement Trust Fund from all damages and claims arising out of the construction and/or maintenance of said dike.
- (6) That the grantee by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the grantee, its successors and assigns, running with the land.

This easement is also granted subject to the following:

- (1) Siltation shall be adequately controlled.
- (2) Depth of channel excavation shall not exceed acceptable limits for photosynthesis and benthic species colonization.
- (3) Nearshore cordgrass communities shall not be disturbed.
- (4) The proposed dike shall be sloped.

TO HAVE AND TO HOLD said easement unto said grantee, its successors and assigns, for the purposes herein set forth.

IN TESTIMONY WHEREOF, the members of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 3rd day of September, A.D. 1975.

(SEAL)
State of Florida
Board of Trustees
of the Internal
Improvement Trust
Fund

Reubin O. Askew

Governor

James A. Smith

Secretary of State

Walt L. Hering

Attorney General

Donald M. Cousens

Comptroller

Paul D. Miles

Treasurer

Ralph D. Hurlburt

Commissioner of Education

Ray C. Cannon

Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

DEDICATION

NO. 25596 (2622-52)

KNOW ALL MEN BY THESE PRESENTS, that whereas, the City of Madeira Beach, Pinellas County, Florida, having on February 26, 1974, made application to the Board of Trustees of the Internal Improvement Trust Fund for a dedication of lands held by the said Board of Trustees of the Internal Improvement Trust Fund, as hereinafter described, and said Board of Trustees of the Internal Improvement Trust Fund having considered and approved said application in meeting held on August 19, 1975, NOW, THEREFORE,

BE IT RESOLVED by the Board of Trustees of the Internal Improvement Trust Fund that the following described land, in Pinellas County, Florida, to-wit:

A parcel of sovereignty land in Boca Ciega Bay abutting Section 9, Township 31 South, Range 15 East, being more particularly described as follows:

From a point of intersection at the North line of Government Lot 2, Section 9, Township 31 South, Range 15 East, which North line of Government Lot 2 has been established by agreement and the center-line of State Road No. 233 now designated State Road 699; thence North $43^{\circ}51'28''$ East 1,449.42 feet; thence South $46^{\circ}08'32''$ East 738 feet to a point, said point being the Southwesterly corner of a tract of submerged land previously conveyed to the City of Madeira Beach, Florida by the Board of Trustees of the Internal Improvement Trust Fund by deed No. 20211, dated October 24, 1952; thence North $43^{\circ}51'28''$ East 208.58 feet to the Southeast corner of the above said conveyance from the Board of Trustees of the Internal Improvement Trust Fund to the City of Madeira Beach, Florida; thence North $46^{\circ}08'32''$ West 82.00 feet to a Point of Beginning; thence North $43^{\circ}51'28''$ East 160.00 feet; thence North $46^{\circ}08'32''$ West 56.00 feet; thence South $43^{\circ}51'28''$ West 160.00 feet to a point on the Easterly line of the above said conveyance from the Board of Trustees of the Internal Improvement Trust Fund to the City of Madeira Beach, Florida; thence South $46^{\circ}08'32''$ East 56.00 feet to the Point of Beginning, containing 0.206 acre, more or less.

be and said land is hereby dedicated for municipal marina purposes only. This dedication shall be effective insofar as the interest of the Board of Trustees of the Internal Improvement Trust Fund shall extend and is made subject to any and all prior grants made by the Board of Trustees of the Internal Improvement Trust Fund


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in and to any sovereignty lands within the limits of the area hereinabove described. The rights herein conferred on the City of Madeira Beach, Florida shall extend to and include its officers, engineers, representatives and contractors.

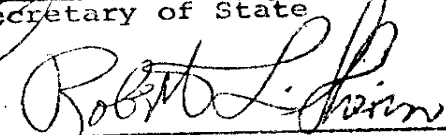
In the event the land herein described shall cease to be used for the herein stated purpose and be abandoned by the City of Madeira Beach, Florida, then the dedication of said land herein made shall become subject to revocation at the option of the Board of Trustees of the Internal Improvement Trust Fund.


IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this 4th day of December, A.D. 1975.

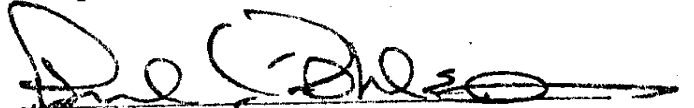
(SEAL)
Board of Trustees
of the Internal
Improvement
Trust Fund


Governor

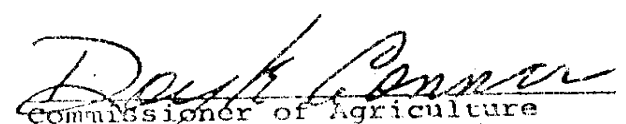

Secretary of State


Attorney General


Comptroller


Treasurer


Commissioner of Education


Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund

(1)

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

QUITCLAIM DEED

NO. 25574 (2610-17)

KNOW ALL MEN BY THESE PRESENTS; That

WHEREAS, the State of Florida Board of Trustees of the Internal Improvement Trust Fund was, by Section 253.12, Florida Statutes, as amended by Section 1 of Chapter 57-362, Laws of Florida, Acts of 1957, authorized and empowered to convey certain lands under the terms and conditions set forth therein, and, whereas, the lands herein described were, prior to the enactment of said Chapter 57-362, extended or added to existing lands bordering on or in the navigable water of the State of Florida, as defined in said Act, and, Whereas, application has been made to the State of Florida Board of Trustees of the Internal Improvement Trust Fund by the riparian owner or owners of the upland so extended or added to for the conveyance of the lands so filled and hereinafter described, and, Whereas, the State of Florida Board of Trustees of the Internal Improvement Trust Fund did approve said application on the 17th day of June, A.D. 1975, and has determined that the consideration of the giving of this deed is the appraised value of said lands as they existed prior to such filling;

NOW, THEREFORE, the undersigned State of Florida Board of Trustees of the Internal Improvement Trust Fund, under authority of Section 253.12(6), Florida Statutes, for and in consideration of the sum of One Hundred and 00/100 Dollars, (\$100.00), and other good and valuable considerations, to it in hand paid by DELBERT R. BOLMAN, et ux, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim, unto the said DELBERT R. BOLMAN, et ux, their heirs and assigns, forever, all the right, title, interest, claim

This Instrument was Prepared by
Daniel Meisen
Elliot Building
Tallahassee, Florida 32304

(2)

and demand which it, the said State of Florida Board of Trustees of the Internal Improvement Trust Fund, may have in and to the following described lands, to-wit:

A parcel of filled sovereignty land located along the South bank of Bayou Chico abutting Section 39, Township 2 South, Range 30 West, Escambia County, more particularly described as follows:

Commence at the Northwest corner of Lot 12, Block 148, according to plat of resubdivision of part of Peterson's Addition according to Plat Book 2, page 85 of the public records of Escambia County, Florida; thence run Northerly along the extension of the West line of said Lot 12, for 17.5 feet to the Point of Beginning; thence continue the last course Northerly for 131.30 feet to the South shoreline of Bayou Chico; thence run Easterly along the shoreline to a point 75.8 feet North of the Northeast corner of said Lot 12 and on the extension of the East line of said lot; thence Southerly along the extension of the East line of Lot 12 for 70.3 feet; thence run Westerly along former shoreline to the Point of Beginning; containing 0.29 acre, more or less.

SAVING AND RESERVING unto the said State of Florida Board of Trustees of the Internal Improvement Trust Fund and its successors, an undivided three-fourths interest in, and title in and to, an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the said land with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, the members of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 26th day of August, A.D. 1975.


Governor


Secretary of State

(SEAL)
State of Florida
Board of Trustees
of the Internal
Improvement Trust
Fund

[Signature]
Attorney General

[Signature]
Comptroller

[Signature]
Treasurer

[Signature]
Commissioner of Education

[Signature]
Commissioner of Agriculture

As and Constituting the State of
Florida Board of Trustees of the
Internal Improvement Trust Fund

(1)

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

QUITCLAIM DEED

No. 25827

Whereas, title to all property of The Inter-American Center Authority was transferred to the Board of Trustees of the Internal Improvement Trust Fund by and pursuant to Section 253.033, Florida Statutes (Chapter 75-131, Laws of Florida); and

Whereas, property hereinafter described was on January 25, 1974 conveyed to The Inter-American Center Authority by Bessemer Securities Corporation for road purposes; and

Whereas, such conveyance to The Inter-American Center Authority was limited in time as well as purpose to three years; and

Whereas, no road was constructed within such period on said property, nor has any road been constructed at any time prior to the date hereof; and

Whereas, Bessemer Securities Corporation has elected to exercise the reverter contained in the deed of conveyance to The Inter-American Center Authority;

Now Therefore, Know All Men By These Presents; THIS QUIT-CLAIM DEED, Made this 1st day of November, A. D. 1977, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, hereinafter called Grantor, and BESSEMER SECURITIES CORPORATION, a Delaware Corporation, whose address is 245 Park Avenue, New York, New York 10017, hereinafter called Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, its successors and assigns forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described lands situate, lying and being in Dade County, Florida, to-wit:

A parcel of land in the Northeast Quarter of Section 21, Township 52 South, Range 42 East, said parcel being more particularly described as follows: Begin

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at the Northeast corner of said Section 21, thence South 87°27'48" West along the North line of said Section 21 a distance of 1,325.33 feet, more or less, to the Northwest corner of said Northeast Quarter, thence South 02°34'56" East along the West line of said Northeast Quarter a distance of 170.00 feet, thence North 87°27'48" East a distance of 1,325.47 feet, more or less, to a point in the East line of said Northeast Quarter; thence North 02°37'49" West along said East line a distance of 170.00 feet, more or less, to the POINT OF BEGINNING, containing 225.318 square feet or 5.1725 acres, more or less.

Subject to easements of record.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first above written.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA

Reubin O'Leary Baker
Governor

Gene R. Smith
Secretary of State

Robert L. Howe
Attorney General

Bernard A. Levin
Comptroller

Bill Hunter
Treasurer

Commissioner of Education
Donk Cannon
Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

This instrument is executed in the name of the Board of Trustees of the Internal Improvement Fund, by a majority of its members. Reference is made to "27 So. 2nd 524", Watson v. Caldwell in which the Supreme Court held that a majority of the Trustees may legally act for the entire Board.

No 9792. Internal Improvement Fund - State of Florida.

Know all men by these presents, That the Trustees of the Internal Improvement Fund of the State of Florida, under an Act of the General Assembly of said State, entitled "An Act to provide for and encourage a liberal system of Internal Improvements in this State," approved January 6, 1853, for and in consideration of the sum of one dollar per acre to them in hand paid by (Alexander Charles Holladay) Trustee, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto the said Alexander Charles Holladay, Trustee, and his heirs and assigns, forever, the following described lands, to wit: The South East quarter of the North West quarter of Section Nine, in Township 45 Fifteen, South, of Range Twenty-nine, East, containing forty ^{29E} acres, and lying and being in the County of Volusia, in said State of Florida: To Have and to hold the said lands unto the said Alexander Charles Holladay, and his heirs and assigns, forever, in trust, nevertheless, for the use, benefit and behoof of William Walter Holladay, Mary Stuart Holladay, Julia Cabell Holladay, Alexander Randolph Holladay, and Charles Bessing Holladay, and their heirs and assigns, forever.

In testimony whereof, the said Trustees have hereunto subscribed their names and affixed their seals, and have caused the Seal of the Florida State Land Office to be hereunto affixed at the Capitol in the city of Tallahassee, on this the tenth day of March A. D. Eighteen Hundred and

SE 1/4
NW 1/4

Eighty-one.

Deal
Deal

Mr. D. Bloxham Governor Deal
Mr. D. Barnes Comptroller Deal
Henry A. Eagle Treasurer Deal
George C. Raney Attorney General Deal
Hugh A. Bailey Commissioner of Deal
Lands & Immigration