

State of Florida  
Department of Natural Resources  
Division of State Lands

Document Conversion

**FILE HEADER SHEET**

FILE #: (1) 3496

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT  
KEY WEST REST PARK

(1) 3496

Lease No. 3496

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property for use by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida may enter into leases for the use, benefit and possession of public lands for the benefit of the State;

NOW THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as LESSOR, and the DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA, as LESSEE, to provide for the Division of Recreation and Parks to sublease the lands to local government for environmental protection and compatible outdoor recreation and related purposes and to represent the State in matters requiring coordination of local management of the lands.

W I T N E S S E T H

SEC 5  
689  
ASE

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The Lessor does hereby lease to the Lessee the following described lands in the County of Monroe, State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described lands for a period of fifty (50) years, for the purposes of subleasing to local government and representing the State in coordination of local management for environmental protection and compatible public outdoor recreation and related purposes or until termination of the sublease agreement with local government, whichever occurs first.

Lease No. 3496

2. The Lessee shall have the right to enter upon said lands for all purposes necessary to the full enjoyment of the rights herein conveyed to it, and shall take reasonable steps to prevent the unauthorized use of said lands.

3. The Lessee shall require the Sublessee to assume all responsibility for liabilities that accrue to the subject property special assessments or taxes of every kind and any and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subject property during the effective period of the sublease, except as otherwise specified herein.

4. The Lessee hereby agrees to require the Sublease to submit annual evidence of insurance to the following: Bureau of State Lands Management, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303.

5. This lease agreement may be terminated by mutual agreement of the parties hereto; however, the lease agreement shall be terminated at the sole option of the Lessor when and if the said premises including land and improvements shall cease to be used for environmental protection and compatible public outdoor recreation and related purposes.

6. The Lessee hereby agrees to require that, in the event no further use of this parcel or any part thereof is needed, the Sublessee shall give notification to the Bureau of State Lands Management, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303 at least six (6) months prior to the release of any or all of the premises. Notification will include a legal description, the lease number, and an explanation of the release.

7. Upon termination or expiration of the sublease agreement with local government as provided for herein, this Lease Agreement shall terminate and the Lessee shall surrender up the premises to the Lessor, Furthermore, the lessee herein shall require the sublessee to leave all fixed improvements for the use of the Lessor and to put no claim upon said improvements; or at the option of the Lessor, the Lessee shall require the Sublessee to remove any and all improvements on the property at the

Sublessee's expense. The Lessee shall assure that the Sublessee meets the following conditions upon termination of the Sublease.

(a) The premises shall meet applicable county and municipal building and safety codes.

(b) The Sublessee shall properly dispose of utility fees, including having the utilities turned off.

(c) The Sublessee shall not commit waste; ordinary wear and tear is acceptable.

(d) Prior to formal release a representative of the Bureau of State Lands Management shall perform an on-site inspection and the keys to any buildings on the premises shall be turned over to the Bureau.

(e) If the premises does not meet all conditions agreed upon, the Sublessee shall reimburse the Board for any resulting expenses.

8. In the sublease of the property, the Lessee herein shall require the Sublessee to agree to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of the agreement allowing for its use of the lands, to the extent allowable by law.

9. The Lessor warrants that it has the right to lease the hereinafter described lands and property; however, this Lease Agreement does not convey fee simple title.

10. The Lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the Sublessee in any matter pertaining to this agreement, following coordination with the Lessee herein.

11. The Lessee herein and its Sublessee are hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted should be filed timely with the Lessor.

12. This agreement is for the purposes specified herein and subleases of any nature excepting utility easements incident to authorized facilities (Provision 11) are prohibited, unless previously authorized by the Lessor. It is provided, however, that the Lessee is authorized to sublease the lands to an appropriate body or local government or public agency to develop and manage primarily for environmental protection and compatible public outdoor recreation and related purposes.

13. The Lessee shall require the Sublessee to prepare a management plan in accordance with Section 253.034, Florida Statutes, within twelve (12) months of the execution date of this agreement and it shall be submitted, through the Lessee, to the Lessor for approval by the Land Management Advisory Committee and the Board. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by the Lessee and the Board at least every five years. The Sublessee may use the property while the management plan is being developed provided such use is consistent with the management statement at purchase and approved by the Lessee.

14. The land management plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved land management plan.

15. Execution of this agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historical sites on state-owned lands is prohibited unless prior authorization has been obtained from the Division of Historical Resources, Department of State. The land management plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the tract.

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 11 day of June 1987, and the Department of Natural Resources, Division of Recreation and Parks, has duly executed same this 11<sup>th</sup> day of June, 1987.

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

Virginia S. Curry  
Witness  
Violet L. Davis  
Witness

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

By: James W. MacFarland  
DIRECTOR, DIVISION OF STATE  
LANDS, AGENT FOR THE BOARD OF  
TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11 day of June, 1987 by James W. MacFarland, as Director, Division of State Lands, Department of Natural Resources.

Violet L. Davis  
NOTARY PUBLIC

My Commission Expire:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG 18, 1989  
BONDED THRU GENERAL INS. UND.

(SEAL)  
STATE OF FLORIDA DEPARTMENT  
OF NATURAL RESOURCES

[Signature]  
Witness

Jeanne Sculley  
Witness

FLORIDA DEPARTMENT OF NATURAL  
RESOURCES

By: Elton J. Gissendanner  
ELTON J. GISSENDANNER  
EXECUTIVE DIRECTOR

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 1987 by Elton J. Gissendanner, Executive Director, Department of Natural Resources.

Approved for compliance with  
Section 253.03, Florida Statutes

By: Jack Wolff

Approved as to form and  
legality:

By: [Signature]  
DMR Attorney

Cheryl W. Coker  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Aug. 13, 1988

Bonded thru Troy Fair - Insurance, Inc.

EXHIBIT "A"

On the Island of Key West, Monroe County, Florida and known on William A. Whitehead's Map of said Island delineated in February A.D., 1829 as part of Tract 31 and being more particularly described by metes and bounds as follows;

Commence at the point of intersection of the Easterly right-of-way line on White Street and the Southerly right-of-way line of Atlantic Boulevard; said point being the point of Beginning of the parcel of land herein being described; thence bear South 33 degrees, 56 minutes, 35 seconds East a distance of 64.20 feet to a point on the Mean High Water Line of the Atlantic Ocean; thence along said line North 56 degrees, 02 minutes, 05 seconds East 62.80 feet to a point; thence continue along said line North 61 degrees, 06 minutes, 55 seconds East 60.39 feet to a point; thence continue along said line North 55 degrees, 44 minutes, 35 seconds East 84.25 feet to a point; thence continue along said line North 57 degrees, 24 minutes, 25 seconds East 65.41 feet to a point; thence continue along said line North 56 degrees, 13 minutes, 05 seconds East 63.39 feet to a point; thence continue along said line North 60 degrees 00 minutes, 45 seconds East 82.98 feet to a point; thence continue along said line North 66 degrees, 22 minutes, 35 seconds East 104.48 feet to a point; thence continue along said line North 61 degrees, 58 minutes, 20 seconds East 56.25 feet to a point; thence continue along said line North 59 degrees, 56 minutes, 15 seconds East 58.85 feet to a point; thence continue along said line North 67 degrees, 53 minutes, 50 seconds East 35.03 feet to a point; thence North 33 degrees, 56 minutes, 35 seconds West 112.07 feet to a point on the said right-of-way line of Atlantic Boulevard; said point being North 56 degrees, 03 minutes, 25 seconds East and 670.43 feet from the Point of Beginning; thence South 56 degrees, 03 minutes, 25 seconds West along the said right-of-way line of Atlantic boulevard 670.43 feet to a point on the said right-of-way line of White Street and the Point of Beginning. Containing 1.22 acres, more or less.

SEC 5  
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25 E

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

BILDING

CONTINUED ON PAGE NO. 52

ATLANTIC OCEAN

WHITEHEADS TRACT 31 B PT. TRACT 32, PB I PAGE 35

BULEVARD

14.4' BEACH TOWNHOUSES  
 JOHN A WILLIAMS RES 6453-004  
 BEACH TOWNHOUSES  
 JAMES J. McCLERMAN RES 6453-003  
 BEACH TOWNHOUSES  
 HERO DINO GIANNI RES 6453-002  
 BEACH TOWNHOUSES  
 ROBERT M BURGER RES 6453-001

STREET

CONTINUED ON PAGE NO. 52

PAGE 55

KEY WEST BEACH CLUB I  
CONDOMINIUM  
NO 64640-000300

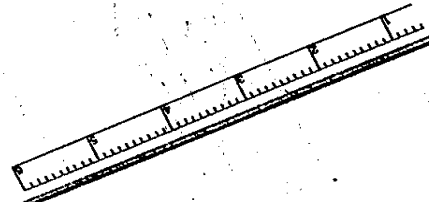
ATLANTIC OCEAN

KEY WEST BEACH CLUB I  
CONDOMINIUM  
NO 64640-000400

CONTINUED ON PAGE N

BULEVARD

EAST LINE TRACT 31  
WEST LINE TRACT 32



08-1

GEORGE F. DANIGUS  
THOMPSON ST.

Tract 32 (part)  
OR TITL  
1275, 246  
RES 64640

UNIT 1	RES 64640-00001
UNIT 2	RES 64640-00002
UNIT 3	RES 64640-00003
UNIT 4	RES 64640-00004
UNIT 5	RES 64640-00005
UNIT 6	RES 64640-00006
UNIT 7	RES 64640-00007
UNIT 8	RES 64640-00008
UNIT 9	RES 64640-00009
UNIT 10	RES 64640-00010
UNIT 11	RES 64640-00011
UNIT 12	RES 64640-00012
UNIT 13	RES 64640-00013
UNIT 14	RES 64640-00014
UNIT 15	RES 64640-00015
UNIT 16	RES 64640-00016
UNIT 17	RES 64640-00017
UNIT 18	RES 64640-00018
UNIT 19	RES 64640-00019
UNIT 20	RES 64640-00020

CASA CASELLE TOWN HOUSE

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