

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
CITY OF KEY WEST
FOR
PARKING LOT USE AT GARRISON BIGHT

THIS MEMORANDUM OF AGREEMENT is entered into by and between THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter called "COMMISSION", and THE CITY OF KEY WEST, 1801 N Roosevelt Blvd, Key West, Florida 33040 (FEIN#59-6000346), hereafter called "CITY".

The purpose of this Memorandum of Agreement (MOA) is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to provide parking lot use for the City of Key West, at the City Marina at Garrison Bight.

1. RESPONSIBILITIES OF THE PARTIES. The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. Responsibilities of the Commission:

1. The COMMISSION will allow the CITY the use of the .28-acre Commission owned parcel located in Attachment A-Corrective Quitclaim Deed Parcel# RWMS 4774 (6001) currently being utilized for public parking located at Garrison Bight.

B. Responsibilities of the City:

1. The CITY will recognize that the COMMISSION is the legal owner of the parcel and is allowing use to CITY for public parking purposes in accordance to the Attachment A – Corrective Quitclaim Deed (Parcel# RWMS 4774 (6001)).
2. The CITY will adhere to all conditions of the Attachment A – Corrective Quitclaim Deed Parcel# RWMS 4774 (6001) for the terms of use.
3. The CITY will not make alterations or improvements to the parcel without the written approval from the COMMISSION, prior to commencement of any work, and the CITY will be responsible for any associated costs with the improvements. The improvements will become a part of the parcel and therefore property of the COMMISSION.
4. The CITY assumes liability for any damages to the parcel or private vehicles due to negligent or wrongful acts by City employees, agents, or independent contractors.
The CITY assumes liability for any injury or loss of life, that occurs within the parcel, due to negligent or wrongful acts by City employees, agents, or independent contractors.

2. TERM OF THE AGREEMENT. It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall remain in effect for Ten (10) years, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

3. **TERMINATION.** Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 60 days prior to the termination date specified in the notice.

4. **NOTICES.** All notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COMMISSION:

Stacy L. Wilson
Senior Management Analyst Supervisor
General Headquarters
620 S. Meridian St, MS 7A4
Tallahassee, FL 32399-1600
850 617-9590 – Office
850 921-6453 - Fax
stacy.wilson@myfwc.com

FOR THE CITY:

Doug Bradshaw
Port Director
201 William St.
Key West, FL 33040
305 809-3792
dbradshaw@cityofkeywest-fl.gov

5. **PUBLIC RECORDS.** All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

6. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

7. **NON-ASSIGNMENT.** This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

8. **SEVERABILITY AND CHOICE OF VENUE.** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Monroe County, Florida, to the exclusion of all other lawful venues.

9. **NO THIRD-PARTY RIGHTS.** The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

10. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

11. **IDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement with all incorporated attachments and exhibits represent the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

Remainder of Page Intentionally Left Blank
Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

CITY OF KEY WEST

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

City of Key West, Gregory Veliz,
City Manager

Executive Director or designee

Date _____

Date _____

APPROVED as to form and legality:

Commission Attorney Signature

Exhibits to this agreement Include:

A - Attachment Corrective Quitclaim Deed-Public Purpose Parcel
No. RWMS 4774 (6001)

B - Attachment Monroe County Property Appraiser Parcel
ID 00072080-000200

Doc# 2032593 06/10/2015 1:46PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

06/10/2015 1:46PM
DEED DOC STAMP CL: CYNT \$0.70

Doc# 2032593
Bk# 2745 Pg# 75

This instrument prepared by,
or under the direction of,
Alicia Trujillo, Esq., AT
District Chief Counsel
Florida Department of Transportation
1000 NW 111th Avenue, Miami, Florida 33172

Sect/Job No. : 90500-2604
S.R. No. : Garrison Bight, Key West
County : Monroe
Managing District : Six
Parcel No. : RWMS 4774 (6001)

CORRECTIVE QUITCLAIM DEED
Public Purpose

THIS CORRECTIVE QUITCLAIM DEED, made this 5th day of June, 2015 by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, Grantor to THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION"), an agency of the State of Florida, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, Grantee: (wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

- A. Pursuant to a Public Purpose Quitclaim Deed dated December 20, 1993 and recorded in Official Records Book 1290, Page 1529 of the Public Records of Monroe County, Florida ("PPQCD"), at the request of the State of Florida Department of Environmental Protection ("DEP"), Grantor purported to transfer and convey the real property described below ("Parcel") to the Florida Marine Patrol, a then-existing agency of the State of Florida Department of Environmental Protection.
- B. On or about October 30, 2014, the Florida Fish and Wildlife Conservation Commission ("FFWCC"), an agency of the State of Florida, pursuant to Article IV, Section 9 of the Constitution of the State of Florida, and Section 20.331, Florida Statutes, and the successor agency to the Florida Marine Patrol, indicated an ongoing need for the use of the Parcel, and has requested a corrective deed in order to ensure that title to the Parcel appears in the current legal name of FFWCC.
- C. Pursuant to Article IV, Section 9 of the Constitution of the State of Florida, and Section 20.331(11), Florida Statutes, FFWCC is authorized to acquire lands and hold fee simple title to the same.
- D. That Grantor, pursuant the provisions of Section 337.25, as referenced in the PPQCD, determined that the Parcel was no longer used or needed for transportation purposes, and approved the conveyance of the Parcel to be used solely for public purposes.
- E. The Florida Marine Patrol and/or its successor agencies, have had possession of the property, without interruption, since on or about December 20, 1993.
- F. FFWCC shall continue to use the Parcel in accordance with its public duties of the conservation and management of the State of Florida's fish and wildlife resources and the enforcement of the laws and regulations protecting them.

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Sect/Job No. : 90500-2604 (2608)
S.R. No. : Garrison Bight, Key West
County : Monroe
Managing District: Six
Parcel No. : RWMS 4774 (6001)

WITNESSETH

That the said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee forever, all rights, title, interest, claim and demand, if any, which the said Grantor has in and to said parcel situate in Monroe County, Florida, more particularly described below:

See Exhibit "A" attached hereto and made a part hereof

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Grantee, to be used in the course and scope of the Grantee's public duties of the conservation and management of the State of Florida's fish and wildlife resources and the enforcement of the laws and regulations protecting them.

THIS CONVEYANCE IS made subject to access control requirements, any unpaid taxes, assessments, liens, reservations, or easements of any kind which may be in place or encumbrances of any nature whatsoever which the Grantee hereunder and herein assumes.

REVERTER – The Property herein described is to be used in perpetuity for public purpose. herein described. If the property ceases to be used for the above described purpose, all property rights shall revert back to the said Grantor.

RESERVING UNTO THE PARTY OF THE FIRST PART and its successors, 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 said land with the privilege to mine and develop the same on all lands wherein the grantor holds the requisite interest, provided, however, that in no event shall the exercise of Grantor's rights hereunder interfere with Grantee's use of the Property.

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Sect/Job No. : 90500-2604 (2608)
S.R. No. : Garrison Bight, Key West
County : Monroe
Managing District: Six
Parcel No. : RWMS 4774 (6001)

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Witness: *[Signature]*

By: *[Signature]*
Gus Pego, P.E.
District Secretary

David G Martin
Name/Title

Attest: *Margaret Higgins*

Print Name *Margaret Higgins* Exec. Secretary

Witness: *[Signature]*
RESINA SOLO
Name/Title

Affix Department Seal

State of Florida
County of Miami -Dade

The foregoing instrument was acknowledged before me this *5th* day of *June* 2015, by Gus Pego, District Secretary for District Six, FDOT, who is personally known to me, or has produced _____ as identification.



MARIA A. LLANES
MY COMMISSION # EE 830002
EXPIRES: September 1, 2016
Bonded Thru Budget Notary Services

[Signature]
Notary Public in and for the County and State mentioned above

(Affix Notary Seal)

My Commission Expires *Sept. 1, 2016*

90500-2604 (2608)

EXHIBIT "A"

RWMS 4774
PARCEL 6001

COMMENCING at the intersection of the centerlines of First Street and Roosevelt Boulevard according to the plat of Sunshine Subdivision Plat No. 3, a subdivision in the city of Key West, Florida, as recorded in Plat Book 2, Page 169, in the Public Records of Monroe County, Florida, thence N 37°17'38" W, 26.56 feet to a point on the northerly right of way line of Roosevelt Boulevard; thence S 72°28'07" W, along said northerly right of way a distance of 70.17 feet; thence, leaving said northerly right of way line, N 17°31'53" W, 20.61 feet to a POINT OF BEGINNING.

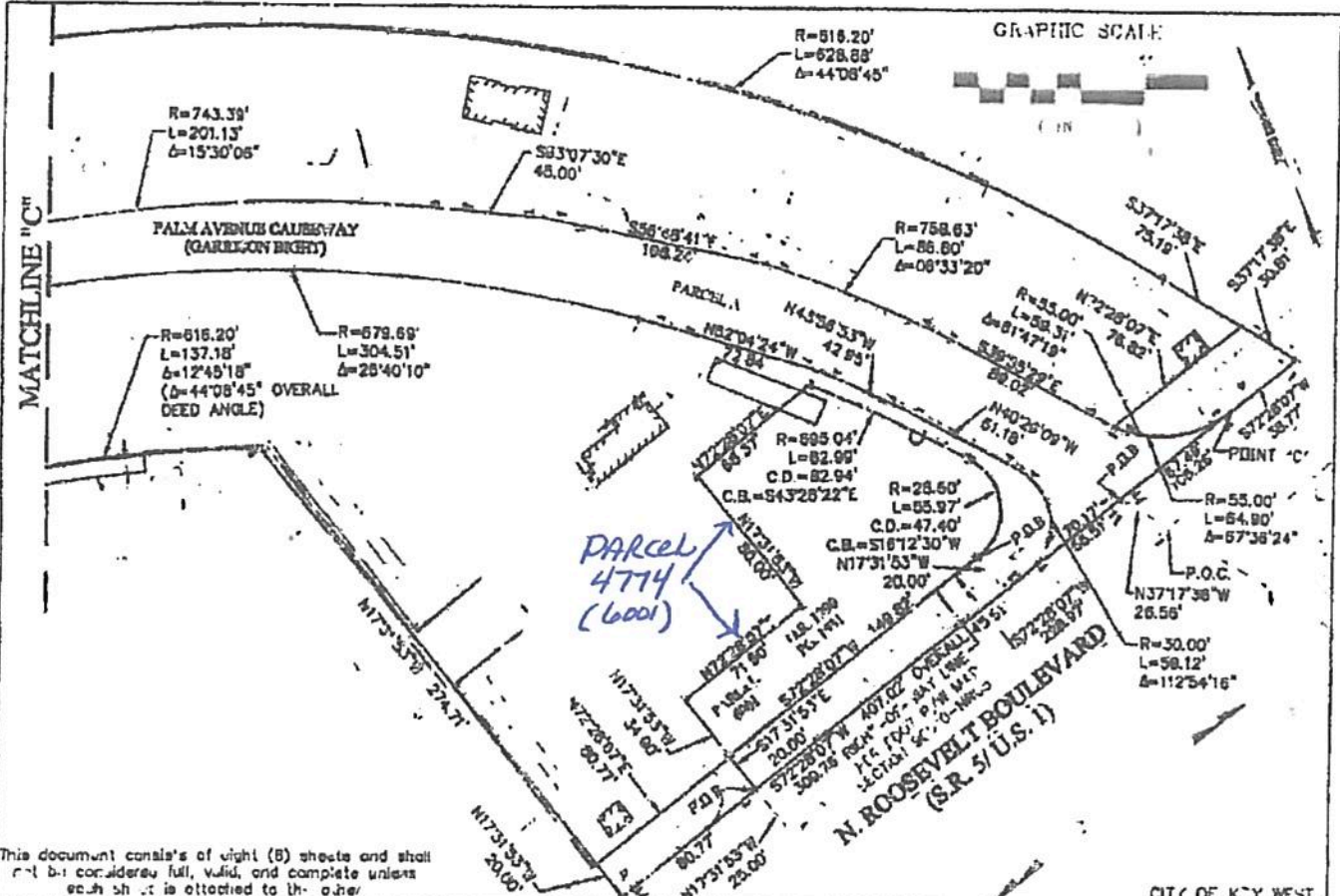
THENCE S 72°28'07" W, 149.82 feet, thence N 17°31'53" W, 34.00 feet; thence N 72°28'07" E, 71.50 feet; thence N 17°31'53" W, 80.00 feet; thence N 72°28'07" E, 68.37 feet; thence along the arc of a curve, concave to the southwest, 82.99 feet, with a radius of 695.04 feet, with a chord distance of 82.94 feet, bearing S 43°28'22" E; thence along the arc of a curve, concave to the northwest, 55.97 feet, with a radius of 28.50 feet, with a chord distance of 47.40 feet, bearing S 16°12'30" W to the POINT OF BEGINNING.

Containing 0.298 acres, more or less.

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EXHIBIT "A"

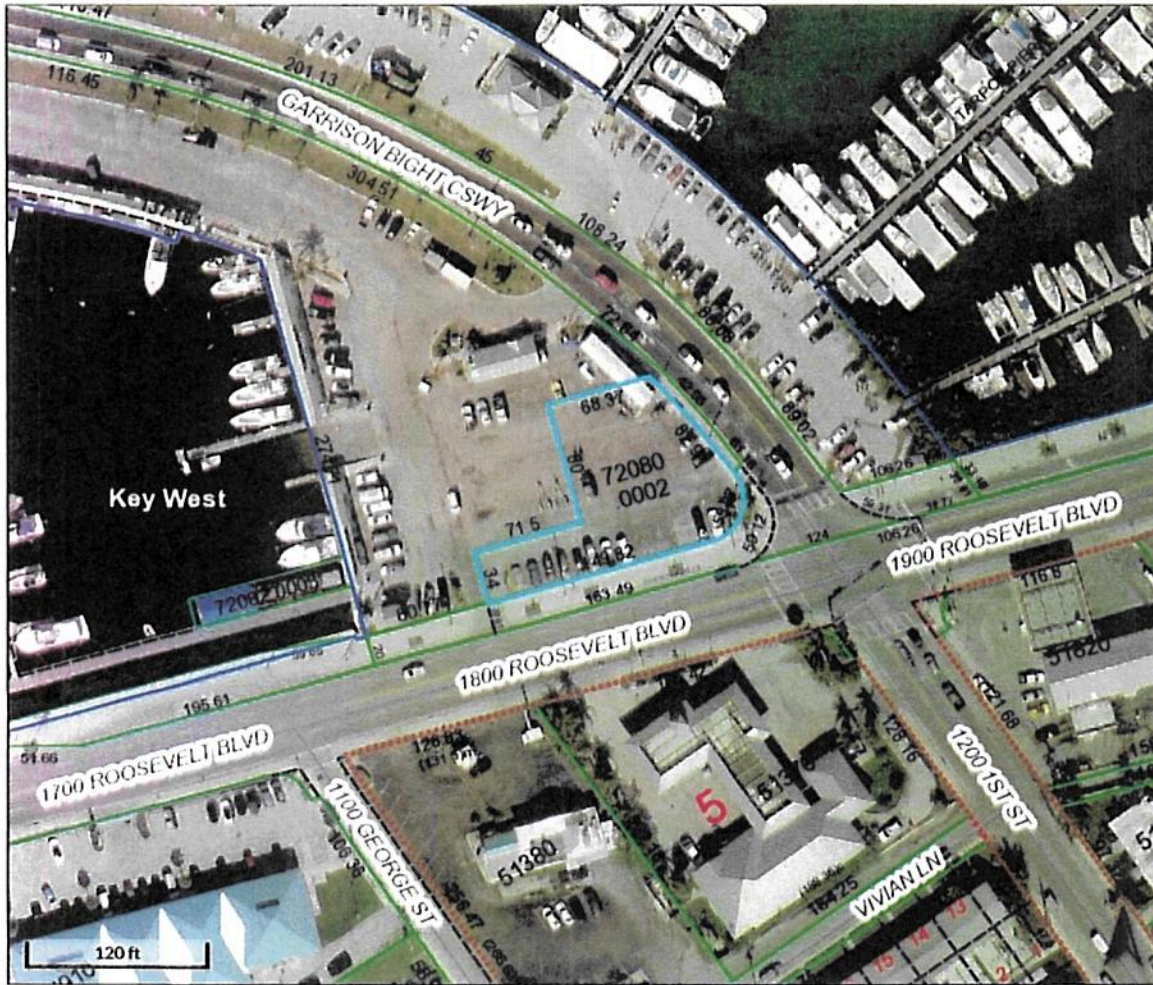
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This document consists of eight (8) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION	STATE ROAD NO. N/A		CITY OF KEY WEST			
	MONROE COUNTY		SECTION 90010 SHEET 5 OF 8			
	DATE	BY	CHECKED	DATE	PREPARED BY	DATE SOURCED
				12/18/12	J. LAMAR	12/18/12
				12/18/12		

MONROE COUNTY
OFFICIAL RECORDS



Overview



 Legend

-  Centerline
-  Easements
-  Hooks
-  Lot Lines
-  Road Center
-  Rights of Way
-  Shoreline
-  Condo Building
-  Key Names
-  Subdivisions
-  Parcels

Parcel ID	00072080-000200	Alternate ID	8842635	Owner Address	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION 620 S Meridian St Tallahassee, FL 32399
Sec/Twp/Rng	05/68/25	Class	STATE PARKS		
Property Address	1801 N ROOSEVELT Blvd KEY WEST				
District	10KW				

Brief Tax Description 5 68 25 KW PT OF PARKING AREA IN GARRISON BIGHT (.298 AC) OR1290-1529/31 OR2745-75/79C
 (Note: Not to be used on legal documents)

Date created: 4/2/2020
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