

RESOLUTION NO. 07-042

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF KEY WEST, FLORIDA, ACCEPTING THE FINAL
REPORT AND RECOMMENDATIONS OF THE SALT PONDS
PARK ADVISORY COMMITTEE; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, on February 6, 2007, the Salt Ponds Park Advisory Committee issued its final report and recommendations to the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

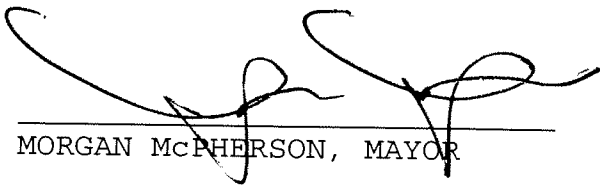
Section 1: That the final report and recommendations of the Salt Ponds Park Advisory Committee are hereby accepted in concept.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

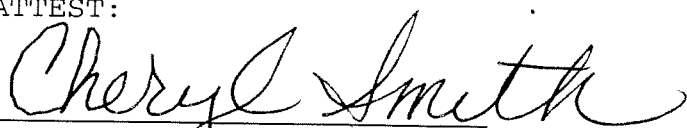
Passed and adopted by the City Commission at a meeting held this 6 day of February, 2007.

Authenticated by the presiding officer and Clerk of the Commission on February 7, 2007.

Filed with the Clerk February 7, 2007.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

SALT PONDS PARK ADVISORY COMMITTEE



**JANUARY, 2007
FINAL REPORT**



January 9, 2007

To: Members of the Key West City Commission,

The undersigned members of the City of Key West Salt Ponds Park Advisory Committee worked effectively in developing these recommendations for the development of the City-leased property adjacent to the condominium/hotel/apartment complex off of South Roosevelt Boulevard.

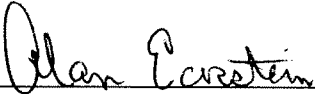
The Committee has met several times in accordance with Florida Sunshine Laws at various locations during convenient evening hours to welcome and encourage members of the public to attend and share their opinions.

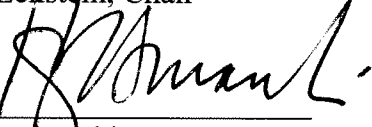
Our recommendations call for extensive environmental mitigation along with a recreation component for the site. What can be developed at this location is severely limited by restrictions imposed through zoning, the Monroe County Land Authority lease for the property, the easement agreement granting public access to the site, and environmental concerns.

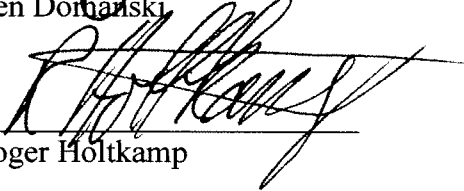
However, it is our hope that these recommendations will be useful to you in creating a park that will enhance our environment and be of recreational benefit to our residents and visitors.

Sincerely,

Salt Ponds Park Advisory Committee


Alan Eckstein, Chair


Ken Domanski


Roger Holtkamp

Freddy Varela


Lea Brewer, Vice Chair

Donna Nelson

Mindy Vinson

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I. Introduction

The Key West City Commission at its November 3rd, 2004 meeting appointed the members of the Salt Ponds Park Advisory Committee. The Committee held its first meeting on January 26, 2005 and met a total of eleven times to discuss recommendations for the property.



The Committee received the assistance and input from several individuals and organizations during this time. This included the Monroe County Land Authority, the Key West International Airport, the City of Key West, the owners of neighboring developments, the Key West Paintball Club, and representatives from the Salt Ponds Alliance. Public participation was always invited and welcomed.

The recommendations in this document represent a conceptual plan for the property. Members of the Committee realize that the City will have to work out the specifics on its own as the project moves forward and as environmental, budgetary, or other concerns arise. Some of these concerns may be alleviated by the specific recommendations of the Committee.

II. Background of Salt Ponds Park Property

The Salt Ponds Park is located immediately behind the condominium/hotel/apartment complexes off of South Roosevelt Boulevard on the east side of the island of Key West. The property, which is also adjacent to the Key West International Airport, is approximately 46 acres and contains wetlands, ponds, mangroves, and hammocks. It also includes a large section of scarified land that used to be a runway, a large amount of fill, and the former site of the blimp pad landing area.

The Monroe County Land Authority purchased the property from the Conley family in 1992 to protect the parcel from future development. The Land Authority subsequently leased the property to the City of Key West, which is currently in the 13th year of a 30-year agreement. This lease can be either extended or modified in the future if agreed to by both the Land Authority and the City.

There are three major limitations for potential future development of the Salt Ponds property. The first is the existing zoning laws of the City of Key West, the second is the lease agreement with the Land Authority, and the third is the public access easement agreement between the City and the owners of the neighboring developments.

Zoning Regulations:

The property is zoned as a Public and Semipublic Services (PS) District. There are 11 different permitted uses, and 6 conditional uses for areas zoned PS. The neighboring Salt Ponds habitat is zoned as a Conservation District, where any development is extremely restricted.

The allowed PS uses are community centers, educational institutions and day care, golf course facilities, hospitals and extensive care, nursing homes, parks and recreation, places of worship, business and professional offices, medical services, parking lots, and veterinary medical services with or without outside kennels. The conditional uses are cemeteries, cultural and civic activities, protective services, public and private utilities, funeral homes, and marinas. The maximum height limitation is 25 feet.

The Lease:

The 30-year lease for the property between the Monroe County Land Authority and the City of Key West states that the property must be used for parkland. Improvements to the property can only be done within the terms of the lease. The Monroe County Land Authority must approve all improvements to the area.

Any improvements would have to be removed at City expense if the Land Authority chooses not to renew the lease. The lease permits recreational use of the property, and parking could be allowed with Land Authority approval prior to construction. Any changes or extensions to the lease would have to be approved by both parties.

The Easement:

Additional significant property development restrictions are provided within the public access easement agreement between the Salt Ponds area site developers and owners and the City of Key West. The easement guarantees public access to the property, and says that the City may build a park within its leased property. However, the document is very restrictive in stating that improvements must be non-vertical and include no lighting. The easement also includes provisions for allowing construction machinery and materials to be transported to the site to construct infrastructure and facilities. Amending this document would require the consent of all of the parties that executed the agreement.

Furthermore, in 1996 the City Commission approved a Bicycle/Pedestrian Plan, which calls for a bike route to be constructed that would connect Government Road with the Salt Pond area condominiums and apartments. A specific route through this property was never identified, but the City has committed to constructing a path at a future date.

III. Immediate Recommendations

The Committee realizes it will take significant time to develop many of its recommendations. In the meantime there are some ideas that should be enacted immediately to protect and enhance the natural environment of the property.



Until a time when development of the property can occur, the gate to the property behind Sunrise at Seaside Condominium should remain locked. Vehicles and humans have caused significant damage to certain areas of the site, and closing the gate should help promote environmental restoration of these areas. This will also help keep abandoned vehicles and other garbage out of the property. Existing non-natural items on the property such as the former paintball site, target practice areas, dilapidated playground equipment, and invasive exotic plant materials should be immediately removed. To date, some of this has been accomplished.

IV. Long-Term Recommendations

The Committee recommended that a majority of the property be converted to wetlands or hammocks, and that the natural habitat areas should be protected, enhanced and allowed to flourish. Specifically, the former runway should be restored to wetlands that would enlarge the size of the existing Salt Pond that neighbors the site. Other scarified areas should have hammocks created, including land nearest to the housing developments and the former blimp pad. The fill immediately adjacent to the blimp pad should also be removed.

A section of the property closest to the airport should be excavated to create a tidal creek that would facilitate circulation in isolated ponds located east of the runway. The creek would not have to be very large to ensure tidal circulation.

The Committee also recommends several recreational options for the property. The most significant feature would be a boardwalk that would meander through a large section of the property. Pedestrians would be confined to this boardwalk and would not be allowed to roam the natural habitat. There would be educational signage present on the trail, as well as signage that could assist recreational walkers by providing mileage information.

At the entrance to the park, the Committee suggests the creation of a children's play area and a half basketball court. There would be a pavilion that would be created in this vicinity from

which parents could observe the play area and the basketball court. There would also be a need for drinking water and bathroom facilities, if possible.

Plans also call for a kayak and canoe launch to be created off of the boardwalk. The City could determine the location that would have minimal environmental impact.

An aerial map detailing all of the Committee's recommendations can be found in the Appendix section of this document.



V. Funding and Development Recommendations

At current time, the City of Key West has neither identified nor committed a funding source for any improvements to the Salt Ponds property. The City also has taken ownership of 33 acres of former Navy property at the Truman Waterfront that will be primarily developed as parkland. The Truman Waterfront property would appear to be a higher priority for development by the City at this time.

However, the Key West International Airport (operated by Monroe County) needs to create a safety area at the ends of the runway. At one end, the Airport will need to fill a duck pond, and the Salt Ponds area could be used by the Airport for mitigation. A conceptual plan for this mitigation has been submitted to the Committee by the Airport. This plan closely follows the long term recommendations of the Committee. The Airport will have mitigation funds available from the FAA to spend for environmental improvement or restoration. The Airport will not receive funding to build the recreational area. That area would have to be funded by the City, DAC-1 funding, or possibly grants. The Airport is committed to the plan presented to the Committee. It will encourage the mitigation funding to include the boardwalk which the Committee feels is a critical requirement for the City to have access to the mitigated area. The boardwalk, however, may not be approved by the FAA as part of the plan. The Committee determined that the recreational area shown in the Airport conceptual plan was too large, and that it should be reduced in size to more closely follow the Committee's original concept. The Airport has agreed to make this change. The change would give more area to the Airport for mitigation.

The Committee, therefore, recommends that the City work with the Land Authority and allow the Airport to fund and oversee mitigation work on the Salt Ponds property in accordance with its proposed conceptual design for the site, with modification as stated herein. There is no reason for the environmental restoration work on the property to be delayed if funding for this type of work is available now. If planned properly, the City could construct the recreation components for the property (parking, pavilion, play areas, etc.) at a later time once a funding source is identified. The Committee recommends that the City negotiate a significant extension of the lease with the Land Authority. It recommends that

the City Commission approve the Airport mitigation plan with a reduction of the area of the recreational facilities so that the boundary line between the mitigation area and the recreational area is moved back to include the wetland ditch, WL-11, as shown on the Airport's mitigation plan. The Committee recommends that access for performance of the mitigation by the Airport be made from the Airport property. The Committee further recommends that the City and the Airport apply jointly for permits to accommodate the Airport and City needs.

VI. Paintball

A youth paintball organization was given permission by the City to create a facility on the Salt Ponds property where children could play their sport under the supervision of adults. Utility poles, netting, and mulch were installed on the property to help contain the activity to a certain location on the property.

The Land Authority considered this to be a violation of its lease with the City, since it had not given permission for this construction to occur. At its March 23, 2005 meeting, many paintball participants and organizers addressed the Committee expressing concern about the possible closure of its facility. The Committee requested that the City find a suitable location for the paintball group, and it appears that the Hawk Missile Site property off of Government Road has been made available for their use.

VII. Proposed Park Rules After Development



Once developed, the Committee would like to see the park remain open during the hours between sunrise and sunset. Motorized vehicles should not be allowed on the property, and all current rules in existence for City parks should be enforced.

The Committee also recommends that the gate to the park remain locked during construction until a time when the boardwalk is complete. As discussed earlier, this would help facilitate environmental growth and restoration, and help prevent garbage from being dumped on site.

VIII. Other Options Considered by Committee

The Salt Ponds Park Advisory Committee considered numerous options for the development of this property. The easement restriction limiting vertical construction and environmental concerns with the neighboring Salt Ponds eliminated several options from consideration.

There is a shortage of green space and playing fields in Key West, but the Committee found that the Salt Ponds Park would be unsuitable for either. Grass would require fertilizer, which would generate chemical run-off into the neighboring Salt Ponds. This run-off would be virtually unavoidable and would hurt the water quality of a fragile ecosystem.

Another barrier to the creation of green space and fields would be the expense of sod, a sprinkler system, and the manpower required to maintain the property.

IX. Conclusions

The Salt Ponds Park Advisory Committee believes that it has found a suitable balance of environmental protection and recreational interests in its recommendations for the property. However, since funding through the neighboring airport will be available to create new hammock and wetlands on the site, the environmental recommendations should therefore be addressed first.

A boardwalk through the property, a playground, basketball court, and picnic pavilion would be of recreational benefit to our island's residents. The Committee urges the City to work with those parties to the easement agreement to seek a consensus on a project that can be enjoyed by locals without infringing on the quality of life of the park's neighbors.

X. Appendix

1. Map of Committee's Recommendations
2. Easement Agreement
3. Land Authority Lease Agreement
4. Airport Mitigation Plan
5. Airport Mitigation Plan with indication of revised boundary line between the mitigation area and the recreational area

Prepared By:
Franklin H. Caplan, Esq.
Berger, Davis & Singerman, P.A.
200 South Biscayne Boulevard
Suite 2950
Miami, Florida 33131

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT ("Agreement") is made, executed, delivered and effective as of this ___ day of August, 2000, by and among (a) SPC DEVELOPERS, L.L.C., a Florida limited liability company ("SPC"), (b) KEY WEST SEASIDE CORPORATION, a Florida corporation ("KWS"), (c) S & H, INC., an Arkansas corporation ("S & H") (SPC, KWS and S&H being collectively referred to as "Grantor(s)"), and (d) CITY OF KEY WEST, a municipal corporation established and existing pursuant to Florida law ("City"), for itself and on behalf of the general public, and is made in reference to the following facts:

A. KWS is the owner in fee simple of certain real property located in Key West, Monroe County, Florida, referred to as Parcel 34 and Parcel 35, which are more fully described in Exhibit "A" attached hereto.

B. SPC is the owner in fee simple of certain real property located in Key West, Monroe County, Florida, referred to as the III-A Parcel which is more fully described in Exhibit "B" attached hereto, and S & H is the owner in fee simple of certain real property located in Key West, Monroe County, Florida, referred to as the III-B Parcel which is more fully described in Exhibit "C" attached hereto.

C. A portion of Parcel 34, and of Parcel 35, and of the III-A Parcel, and of the III-B Parcel, all as legally described and graphically depicted in composite Exhibit "D", are sometimes referred to as the "Servient Estate" or the "Burdened Properties".

D. A private paved road presently exists upon the Servient Estate, which road provides ingress and egress to and through Parcels 34 and 35, and the III-A Parcel and III-B Parcel, and lands adjacent to the III-A and III-B Parcels, and existing or to be developed improvements located within them (the "Project Access Road").

E. The City is the lessee of certain real property to the west and adjacent to the III-A Parcel and the III-B Parcel, as more particularly described in Exhibit "E" (the "City Lands").

F. The City is the owner of the improvements comprising the public road leading from South Roosevelt Boulevard, across Parcel 34 and into the III-B Parcel and beyond, as legally described and graphically depicted in Exhibit "F" (the "Hotel Roadway").

G. Grantors have agreed to grant the City an irrevocable non-exclusive easement on, upon, across and through the Project Access Road, for public purposes of ingress and egress by and for the benefit of the general public, as legally described and graphically depicted on composite Exhibit "G" (the "City Access Easement"). As contemplated and agreed to pursuant to a certain letter agreement dated July 12, 1999 between SPC and the City, the City may decide to develop a public park and recreational area at or within City Lands. The City Lands are to be used for no other purposes.

H. Grantors also have agreed to grant irrevocable, non-exclusive easements to and for the benefit of each other, and their respective successors and assigns, on, upon, across and through the Project Access Road, for purpose of ingress and egress by and for the benefit of owners of lands adjacent to the Burdened Properties, and the general public, as legally described and graphically depicted on composite Exhibit "G" (the "Project Access Easement"). The Project Access Easement and the City Access Easement are co-extensive and burden the identical portion of the Servient Estate.

I. In connection with the granting of the City Access Easement hereunder, the City has agreed to abandon the Hotel Roadway as a public way and to quit-claim to KWS, and its successors and assigns, the lands underlying the Hotel Roadway and the improvements comprising the Roadway as well as related rights of way. S&H agrees to quit-claim to KWS any interest S&H might have in, to and under the Hotel Roadway by virtue of the abandonment by the City.

J. KWS in turn has agreed to grant to S&H, and its successors and assigns, an irrevocable non-exclusive easement on, upon, across and through the Hotel Roadway, for purpose of ingress and egress by and for the benefit of the general public, as legally described and graphically depicted on composite Exhibit "H" (the "S&H Access Easement").

K. The City Access Easement, and the S&H Access Easement, and the Project Access Easement are sometimes referred to in this Agreement individually as an "Easement" and collectively as the "Easements". The Grantors and the City agree that the Project Access Easement and the City Access Easement encompass and pertain to the same Burdened Property, and that the Project Access Easement created hereby shall be for the further purpose of providing owners of lands adjacent to Parcels III-A and III-B, including without limitation, owners of the existing improvements known as Sunrise Suites Resort, Las Salinas Condominium and Ocean Walk Apartments, and their respective invitees, successors and assigns, with co-extensive easements on, over, upon and across the Project Access Easement for the purpose of providing such lands with access to a public road.

L. As used herein, the City Lands and other lands adjacent to the Servient Estate which require the Easement for access to a public road, collectively are sometimes called the "Benefitted Property". Also, as used herein, the owners of lands of Benefitted Property, including without limitation, KWS, SPC, S&H, and their respective successors and assigns, and the City, for itself and the general public, are sometimes collectively referred to as "Grantees".

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the respective Grantors do hereby grant, sell, convey and establish, as an appurtenant non-exclusive access easement (a) the City Access Easement, as described in Exhibit "G", and (b) the Project Access Easement as described in Exhibit "G", and (c) the S&H Access Easement, as described in Exhibit "H", each such Easement being located on, upon and across the portions of the Servient Estate owned by the respective Grantors, for the benefit of the City as to the City Lands, and for the benefit of the other Grantees as to other Benefitted Property, and including related appurtenant rights of access, entry and use, in, to, over, across, and affecting their respective interests in the Servient Estate; such Easements being subject to the following term and conditions:

1. With respect to the City Lands, the City Access Easement, and related and appurtenant rights and privileges herein granted are and shall be for the purpose of providing access, ingress and egress for the City and the general public on, upon, over and through the Project Access Easement to enable the development of, and use and maintenance of, the public park and recreational area as may be established by the City upon the City Lands, including related infrastructure, installations, improvements and facilities (collectively "Improvements"). The City's rights and privileges with respect to the City Access Easement, shall include, but not be limited to, transit of equipment and machinery to the City Lands, all at such times and in such manner as reasonably deemed necessary

by the City; provided that such transit will be scheduled and conducted in a manner designed to minimize noise and disruption to surrounding areas and to not interfere with the adjacent property owners' quiet enjoyment of their lands, and provided further that construction vehicles and equipment will only transit the City Access Easement for the limited purpose of developing the Improvements during regular business hours during weekdays. The City covenants and agrees that all Improvements constructed in and on the City Lands shall be limited to a public park and recreational area consisting of non-vertical and non-lighted construction. Neither the City Lands nor the Servient Estate shall be used for dumping or stockpiling materials or refuse or vehicle storage.

2. With respect to the S&H Access Easement and the Project Access Easement, and the Benefitted Properties other than the City Lands, the Easements and related and appurtenant rights and privileges herein granted are and shall be for the purpose of providing access, ingress and egress for the respective Grantees, and their successors and assigns, on, upon, over and through the Servient Estate for the purpose of affording access from the respective Benefitted Lands to the public road to which the Servient Estate connects (South Roosevelt Boulevard).

3. The Easement rights and privileges herein granted are perpetual but non-exclusive. The Easement rights and privileges hereunder shall be binding on and shall inure to the benefit of Grantors and Grantees, and the respective transferees, successors and assigns of the parties hereto; provided that the City shall not assign or encumber the Servient Estate or the Easement as relates to the City Lands, or its rights with respect thereto or delegate its obligations hereunder, without the prior written consent of Grantors. The City acknowledges and agrees that the Grantors may grant further non-exclusive easement rights for ingress and egress with respect to the Servient Estate, and the City agrees to deliver joinders and consents as may reasonably be required, provided that the Easement as relates to the City Lands is not materially adversely affected.

4. The City confirms that the Hotel Roadway has been abandoned by the City as a public way in favor of adjoining land owners, and, simultaneously with the effectiveness of this Agreement, the Roadway is quit-claimed and conveyed by the City to KWS, and its successors and assigns. To more fully evidence such abandonment and conveyance, the City will deliver to KWS a recordable Quit-Claim Deed and Release, which shall be recorded in the Public Records of Monroe County, Florida; and the City will pay recording charges and documentary stamp taxes, if any, due in connection therewith. S&H hereby quit-claims to KWS any interest S&H might have in, to and under the Hotel Roadway by virtue of the abandonment by the City, and will deliver to KWS a recordable Quit-Claim Deed and Release to more fully evidence such conveyance, which shall be recorded in the Public Records of Monroe County, Florida.

5. The respective Grantors each warrant that it has good title and authority to grant the Easement as to its portion of the Servient Estate, subject only to the title matters listed on Exhibit "T", and the City warrants that it has good title and authority to abandon and convey the Roadway to KWS. The Grantors and the City each warrant that this Agreement, and the transactions provided for herein, and the granting and acceptance of the interests hereunder, have been authorized by all necessary limited liability company action on the part of SPC, corporate action on the part of KWS and S&H, and all required notices, hearings, consents and resolutions on the part of the City and its various departments and agencies. The Grantors and the City further warrant that consummation of the transactions provided for contemplated hereunder will not violate or result in a breach of or constitute a default under any provision of any charter, contract, order, ordinance, regulation or other restriction to which the respective parties are bound or affected.

6. The Easement, rights and privileges granted herein are non-exclusive to the City and each Grantee, and each Grantor and its invitees, and owners of properties adjacent to the Servient Estate and their invitees, all will have simultaneous and commensurate rights of access, ingress, egress and use with respect to the Servient Estate. Grantors and the City each covenant that they will not convey any other conflicting easements or rights within the Servient Estate, or cause or permit any material obstruction of any nature within or affecting the Servient Estate.

7. The City assumes sole responsibility and shall bear all costs and liabilities of any kind related to the City Lands, including the construction and maintenance of Improvements, if any, upon the City Lands. Grantors (and as may be provided in separate agreement, any Grantees) have sole responsibility and shall bear all costs and liabilities related to the Servient Estate, including upkeep and maintenance of the Servient Estate; provided, however, that the City shall be solely responsible for damage to the Project Access Easement or any roadways or properties leading to the Project Access Easement, or for liens imposed upon the Servient Estate, caused by or as a result of the City's transit of equipment or machinery in connection with the development or maintenance of the Improvements.

8. The respective Grantors, and their respective successors and assigns, and adjacent landowners benefitting from the Easement, shall allocate between or among themselves financial responsibility for maintenance, repair and other expenses relating the Easements to which they may agree (other than real property taxes which shall remain the obligation of the underlying fee owners), and such responsibilities and allocations shall be set forth and performed in accordance with a separate agreement or agreements between or among them (subject to definitive agreement and as to be evidenced in a writing among the parties, and recorded in the Public Records of Monroe County, the "Maintenance Agreement"). The respective Grantors agree to cooperate in good faith to complete, reasonably promptly after the date hereof, and to document and enter into, the Maintenance Agreement; it being understood by them that the Grantor's (and any Grantee's) respective financial responsibilities will be ratably apportioned, with (a) KWS's and SPC's (and other Grantees') responsibility based on the extent to which the Easements cross lands owned by S&H or its successors and assigns, and (b) S&H's responsibility based on the extent to which the Easements cross lands owned by KWS or SPC, or their respective successors or assigns. Notwithstanding the foregoing, S&H will be solely responsible for maintenance and repair for the portion of the Servient Estate comprising the S&H Access Easement. Further, S&H will not have any responsibility for maintaining or repairing those portions of the Public Access Easement that are shown on Exhibit "G" (Sheets 2, 3 and 4), but will participate in the maintenance and repair of that portion of the Public Access Easement that is shown on Exhibit "G" (Sheet 1).

9. If any party or its successors in title fail to comply with the responsibilities and obligations hereunder, then the other party, or its successors in title, shall have the right to proceed in an action in a court of competent jurisdiction in Monroe County, Florida, either for specific performance or for damages, or both, and such party shall be entitled to all reasonable costs and fees incurred in such action.

10. The respective Grantors, and their respective successors, assigns, directors, officers, employees, agents, and contractors, are released and held harmless from and against liabilities, penalties costs, losses, damages, expenses, causes of action, claims, demands or judgments including without limitation, reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, arising from activities of the City or any Grantee upon the Servient Estate.

11. Any notice required or provided under this Agreement shall be in writing and shall be either hand delivered or transmitted by Certified or Registered Mail, postage prepaid with return receipt requested, or by nationally recognized overnight delivery service, and addressed to the other parties as follows:

KWS or SPC: 3900 S. Roosevelt Blvd.
Key West, Florida 33040

S&H: 200 North Greenwood Avenue
Fort Smith, Arkansas 72901

the City: City Manager
525 Angela Street
Key West, Florida 33040

The above addresses may be changed by providing the other party with notice of any such address change in the same manner provided above.

12. Notwithstanding that Benefitted Property may be owned by a Grantee which also owns a portion of the Burdened Property, the Easement shall not merge with title to any Benefitted Property.

13. The exhibits which are attached to this Agreement are by this reference made a part of this Agreement.

14. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement shall not be affected thereby.

15. The Servient Estate and all parts or portions thereof are and shall be owned, held, developed, operated, sold and conveyed subject to the Easements.

16. Grantors and the City agree reasonably to cooperate in fulfilling the purposes hereof, and to enter into amendments as may be necessary or desirable, including, without limitation, lot line adjustments pertaining to the Servient Estate in furtherance of such purposes.

17. There are no understandings, promises, agreements or commitments between or among the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement except in writing as signed by the parties hereto.

18. This Agreement may be executed in one or more counterparts, all of which together are deemed to be one and the same instrument. This instrument shall be recorded in the Public Records of Monroe County, Florida. This instrument shall be governed and construed in accordance with Florida law.

19. In the event any litigation or dispute arises hereunder, the prevailing party shall be entitled to an award of reasonable attorneys fees and expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF KEY WEST

Steven L Johnson
Maria Rotcliff

By: [Signature]
Name: Julio Arce
Title: City Manager

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 1 day of September, 2000, by _____, as _____ on behalf of the City of Key West. He/she is [check one] ☒ is personally known to me or has proved to me on the basis of satisfactory identification to be the person who executed this instrument.

Maria G. Rotcliff
Notary Public
[seal]



Maria G. Rotcliff
MY COMMISSION # CC820020 EXPIRES
March 22, 2003
Bonded thru TROY FARM INSURANCE, INC.

SPG DEVELOPERS, LLC,
a Florida limited liability company

[Signature]
James Williams

By: [Signature]
Name: James Williams
Title: President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 1st day of Sept, 2000, by Roberta A. Butler as Pres. on behalf of SPC Developers, LLC. He/she is [check one] ☒ is personally known to me or has proved to me on the basis of satisfactory identification to be the person who executed this instrument.



[Signature]
Notary Public
[seal]

Roy L. Bruch
Jean Williams

STATE OF FLORIDA
COUNTY OF MONROE

KEY WEST SEASIDE CORPORATION,
a Florida corporation

By: [Signature]
Name: J. Butler
Title: PRESIDENT

The foregoing instrument was acknowledged before me this 1st day of Sept. 2000, by Robert A. Butler as Pres. on behalf of Key West Seaside Corporation. He/she is ☒ is personally known to me or ☐ has proved to me on the basis of satisfactory identification to be the person who executed this instrument.



[Signature]
Notary Public
[seal]

S&H, INC., an Arkansas corporation

Steven L. Johnson
Jean Williams

STATE OF FLORIDA
COUNTY OF MONROE

By: [Signature]
Name: C. David Curry
Title: PRESIDENT

The foregoing instrument was acknowledged before me this 1st day of Sept. 2000, by David Curry as President on behalf of S&H, Inc. He/she is ☒ is personally known to me or ☐ has proved to me on the basis of satisfactory identification to be the person who executed this instrument.



[Signature]
Notary Public
[Seal]

CONSENT JOINDER AND SUBORDINATION

Romoco, Inc., the owner and holder of that certain mortgage from Key West Seaside Corporation, a Florida corporation, encumbering the real property, improvements, easements and appurtenances described therein, said Mortgage having been recorded in O.R. Book 1630, Page 293, of the Public Records of Monroe County, Florida, hereby consents to the recordation of that certain Public Access Easement Agreement by and among SPC DEVELOPERS, L.L.C., a Florida limited liability company, KEY WEST SEASIDE CORPORATION, a Florida corporation, S & H, INC., an Arkansas corporation and CITY OF KEY WEST, a municipal corporation, and by this consent, agrees to the terms thereof, and to subject itself, its successors and assigns, to said public access easement. Mortgagee's execution of this instrument and joinder is not intended as, and shall not be deemed to give rise to, an assumption by Mortgagee of any obligations or liabilities under the easement.

Dated as of this 1 day of ^{SEPT}~~August~~ 2000.

Romoco, Inc.

By: Lloyd P. Brewer

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 1st day of ^{SEPT}~~August~~ 2000, by Lloyd P. Brewer, President Romoco, Inc. He/She (check one) is personally known to me or has proved to me on the basis of satisfactory identification to be the person who executed this instrument.



Jerri Ann Williams
Notary Public
[seal]

CONSENT JOINDER AND SUBORDINATION

S & H, Inc., the owner and holder of that certain mortgage from Key West Seaside Corporation, a Florida corporation, encumbering the real property, improvements, easements and appurtenances described therein, said Mortgage having been recorded in O.R. Book 1631, Page 128, of the Public Records of Monroe County, Florida, hereby consents to the recordation of that certain Public Access Easement Agreement by and among SPC DEVELOPERS, L.L.C., a Florida limited liability company, KEY WEST SEASIDE CORPORATION, a Florida corporation, S & H, INC., an Arkansas corporation and CITY OF KEY WEST, a municipal corporation, and by this consent, agrees to the terms thereof, and to subject itself, its successors and assigns, to said public access easement. Mortgagee's execution of this instrument and joinder is not intended as, and shall not be deemed to give rise to, an assumption by Mortgagee of any obligations or liabilities under the easement.

Dated as of this 1st day of Sept ~~August~~ 2000.

S & H, Inc.

By: [Signature]

STATE OF Florida

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 1st day of Sept ~~August~~ 2000, by DAVID CURRY, Pres of S & H, Inc.. He ~~She~~ (check one) is personally known to me or has proved to me on the basis of satisfactory identification to be the person who executed this instrument.



[Signature]
Notary Public
(seal)

CONSENT JOINDER AND SUBORDINATION

Paul Waldron, Trustee, the owner and holder of that certain mortgage from Key West Seaside Corporation, a Florida corporation, encumbering the real property, improvements, easements and appurtenances described therein, said Mortgage having been recorded in O.R. Book 1575, Page 2011, of the Public Records of Monroe County, Florida, hereby consents to the recordation of that certain Public Access Easement Agreement by and among SPC DEVELOPERS, L.L.C., a Florida limited liability company, KEY WEST SEASIDE CORPORATION, a Florida corporation, S & H, INC., an Arkansas corporation and CITY OF KEY WEST, a municipal corporation, and by this consent, agrees to the terms thereof, and to subject itself, its successors and assigns, to said public access easement. Mortgagee's execution of this instrument and joinder is not intended as, and shall not be deemed to give rise to, an assumption by Mortgagee of any obligations or liabilities under the easement.

Dated as of this 29th day of August 2000.


Paul Waldron, Trustee

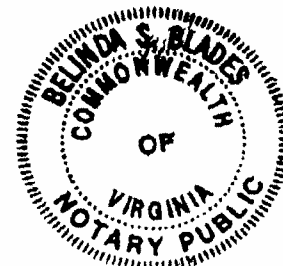
STATE OF Virginia

City Alexandria
COUNTY OF Alexandria

The foregoing instrument was acknowledged before me this 29th day of August 2000, by Paul L. Waldron, as Trustee of Key West Seaside Corp.. He/She [check one] ☒ is personally known to me or _____ has proved to me on the basis of satisfactory identification to be the person who executed this instrument.


Notary Public
[seal]

Commission Expires:
7/31/01



NOTES:

1. The legal description shown herein was furnished by the client or their agent.
2. Undesignated foundations and utilities were not located.
3. Lands shown herein were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
4. All angles are 90° (Measured & recorded) unless otherwise noted.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Submerged lands were not shown herein.
7. Elevation are shown in parenthesis and refer to Mean Sea Level W.G.V.D. 1929 Datum.
8. Date of field work: December 15, 1997.

BOUNDARY SURVEY OF: PARCEL 1:

The North 400' of the South 600' in Parcel 34 of COLAN SURVEY, according to the plat thereof, as recorded at Plat Book 3, Page 35, of the Public Records of Monroe County, Florida.

PARCEL 2:

The North 140' of the South 200' in Parcel 34 of COLAN SURVEY, according to the plat thereof, as recorded at Plat Book 3, Page 35, of the Public Records of Monroe County, Florida.

PARCEL 3:

The North 100' in Parcel 35 of MARIE B. LEE PLAT, according to the plat thereof, as recorded in Plat Book 4, Page 65, of the Public Records of Monroe County, Florida.

Begin at the Southeast corner of Parcel 34 as shown on PLAT OF SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida; thence south 21 degrees 22 minutes 20 seconds east along the west line of Roosevelt Boulevard a distance of 100 feet to a point; thence south 60 degrees 45 minutes 48 seconds west a distance of 450 feet; thence north 21 degrees 22 minutes 20 seconds west along the east line of a proposed road a distance of 100 feet to a point; thence north 60 degrees 45 minutes 48 seconds east along the south line of said Parcel 34 a distance of 450 feet to the point of beginning.

PARCEL 4:

Parcel 35, less the North 100' thereof, of MARIE B. LEE PLAT, according to the plat thereof, as recorded in Plat Book 4, Page 65, of the Public Records of Monroe County, Florida.

A/R/A:

Begin at the southeast corner of Parcel 34 as shown on PLAT OF SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida; thence south 21 degrees 22 minutes 20 seconds east along the west line of Roosevelt Boulevard, a distance of 379.95 feet to a point of curve, said curve having a central angle of 11 degrees .87 minutes, a radius of 2630.93 feet and being concave to the west; thence southerly along said curve a distance of 551.81 feet to a point of Tangent; thence south 10 degrees 15 minutes 20 seconds east along said west line of Roosevelt Boulevard, a distance of 69.04 feet to a point; thence south 79 degrees 40 minutes 40 seconds west a distance of 450 feet to a point in the east line of a proposed road; thence north 10 degrees 15 minutes 20 seconds west along said east line of a proposed road, a distance of 69.04 feet to a point of curve, said curve having a central angle of 11 degrees .07 minutes, a radius of 2369.93 feet and being concave to the west; thence northerly along said curve a distance of 463.45 feet to a point of Tangent; thence north 21 degrees 22 minutes 20 seconds west along the east line of a proposed road, a distance of 100 feet to a point; thence north 60 degrees 45 minutes 48 seconds west a distance of 450 feet; thence north 21 degrees 22 minutes 20 seconds west along the east line of a proposed road a distance of 100 feet to a point; thence north 60 degrees 45 minutes 48 seconds east along the south line of said Parcel 34 a distance of 450 feet to the point of beginning.

LESS:

Begin at the southeast corner of Parcel 34 as shown on PLAT OF SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, recorded in Plat Book 3, Page 35, of the Public Records of Monroe County, Florida; thence south 21 degrees 22 minutes 20 seconds east along the west line of Roosevelt Boulevard a distance of 100 feet to a point; thence south 60 degrees 45 minutes 48 seconds west a distance of 450 feet; thence north 21 degrees 22 minutes 20 seconds west along the east line of a proposed road a distance of 100 feet to a point; thence north 60 degrees 45 minutes 48 seconds east along the south line of said Parcel 34 a distance of 450 feet to the point of beginning.

Boundary Survey For: The Argonaut Group;

MORRIS & ASSOCIATES, INC.

[Signature]
 Thomas A. Morris
 Florida Reg. #2714

March 9, 1998

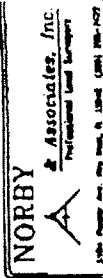


Exhibit "B" (1 of 2)
LEGAL DESCRIPTION

Page 1 of 2

From the Northeast corner of Parcel No. 34 as shown on "Plat of Survey of Lands on Island of Key West", Monroe County, Florida; recorded in Plat Book 3 at Page 35 of Monroe County Official Records, go N 21°22'20" W along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence S 68°45'40" W along the South bank of a canal a distance of 500 feet to a point, said point being a point on the Westerly boundary of a proposed road; as recorded in Official Record Book 564 at Pages 561 thru 564 of the Public Records of Monroe County, Florida; thence along said Westerly boundary S 21°22'20" E - 1451.55 feet to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 0°03'04" and a radius of 2339.93 feet; thence Southerly along the arc of said curve 2.09 feet; thence leaving said Westerly boundary of a proposed road S 69°18'46" W - 459.40 feet to a point of intersection with a line lying 444.00 feet Easterly of as measured at right angles, and parallel with the Westerly boundary of Tract 38, as shown on the above referenced plat, said point being the POINT OF BEGINNING of the following described parcel of land; thence continue S 69°18'46" W - 33.36 feet to a point of intersection with a circular curve, the center of which bears N 25°14'10" E from said intersection point; thence Northerly along the arc of said curve having a radius of 46.00 feet and a central angle of 98°55'20" for 79.42 feet; thence N 42°00'23" W - 27.67 feet to a point of curvature with a circular curve concave to the Southwest having a radius of 504.81 feet and a central angle of 18°13'57" thence Northwesterly along the arc of said curve 160.64 feet to a point of tangency; thence N 60°14'20" W - 67.50 feet to a point of curvature with a circular curve concave to the South, having a radius of 47.00 feet and a central angle of 102°00'00"; thence along the arc of said curve 83.67 feet to a point of reverse curvature with a circular curve concave to the Northwest having a radius of 37.50 feet and a central angle of 51°00'00"; thence Southwesterly along the arc of said curve 33.38 feet to a point of tangency; thence S 68°45'40" W - 113.69 feet; thence N 21°14'20" W - 146.00 feet; thence S 68°45'40" W - 70.00 feet to a point of intersection with the aforementioned Westerly boundary of Tract 38; thence along said Westerly boundary of Tract 38; N 21°14'20" W - 426.71 feet; thence leaving said Westerly boundary run N 70°01'10" E - 34.53 feet to a point on the Mean High Water line as defined by elevation +0.64 feet N.G.V.D. 1929 and established by Phillips and Trice survey dated 1978; thence along the said Mean High Water Line the following six (6) courses: 1). N 37°08'36" E - 45.30 ; 2). N 64°59'46" E - 67.63 feet; 3). N 79°44'27" E - 57.30 feet; 4). N 84°05'02" E - 46.68 feet; 5). S 83°57'40" E - 93.71 feet; 6). S 74°40'50" E - 89.22 feet; thence leaving said Mean High Water Line run S 72°27'59" E - 60.32 feet to a point of intersection with the aforementioned line lying 444.00 feet, as measured at right angles, and parallel with the Westerly boundary of Tract 38, thence along said line S 21°14'20" E - 715.88 feet to the POINT OF BEGINNING, containing 5.8070 acres, more or less. And subject to an ingress-egress easement across said property, more particularly described as follows:

From the Northeast corner of Parcel No. 34 as shown on "Plat of Survey of Lands on Island of Key West", Monroe County, Florida; recorded in Plat Book 3 at Page 35 of Monroe County Official Records, go N 21°22'20" W along the West line of Roosevelt Boulevard a distance of 50 feet to a point, thence S 68°45'40" W along the South bank of a canal a distance of 500 feet to a point, said point being a point on the Westerly boundary of a proposed road, as recorded in Official Record Book 564 at Pages 561 thru 564 of the Public Records of Monroe County, Florida; thence along said Westerly boundary S 21°22'20" E - 1451.55 feet to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 0°03'04" and a radius of 2339.93 feet; thence Southerly along the arc of said curve 2.09 feet; thence leaving said Westerly boundary of a proposed road

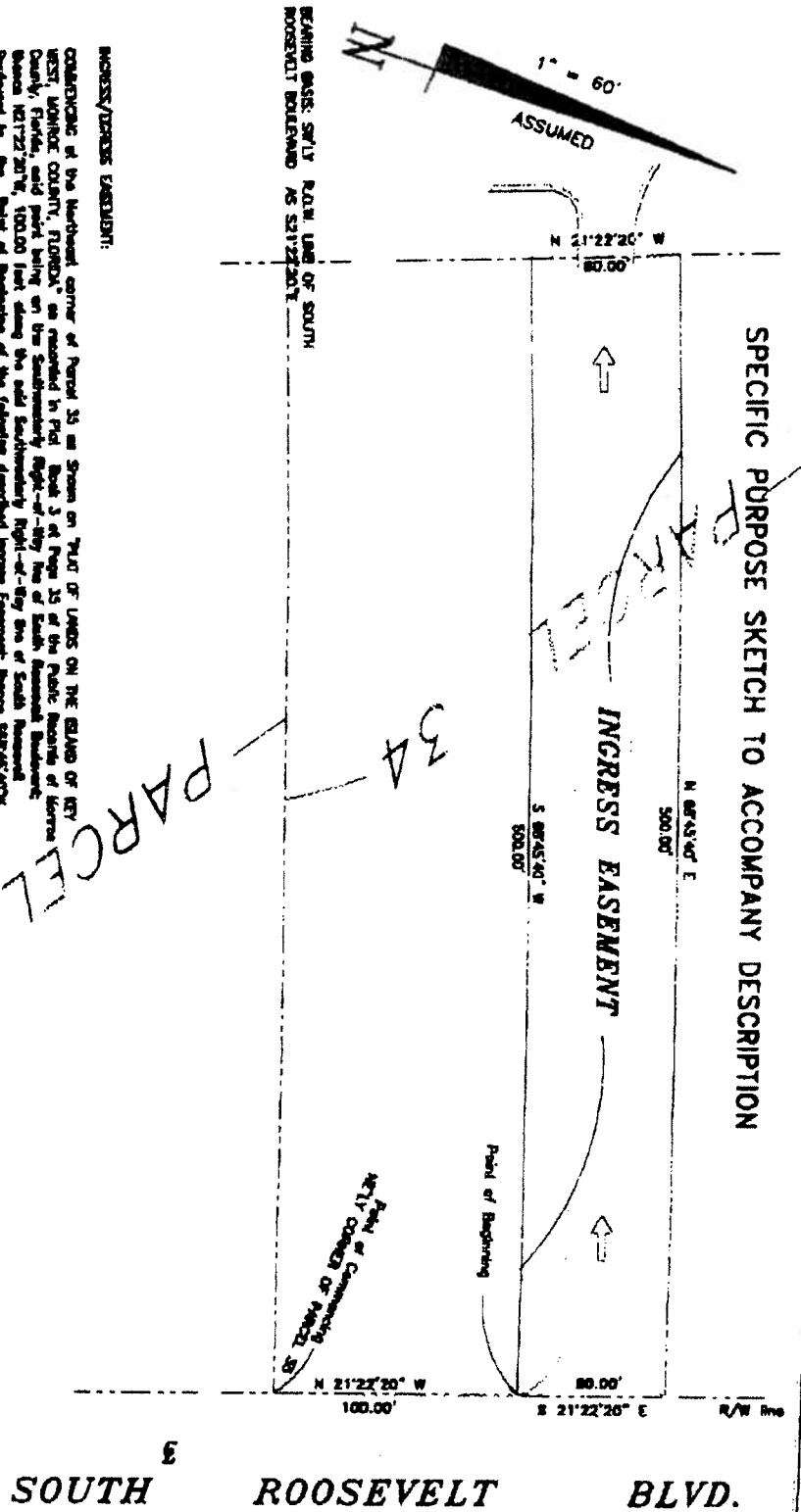
Exhibit "B" (2 of 2)

S 69°18'46" W - 459.40 feet to a point of intersection with a line lying 444.00 feet Easterly of as measured at right angles, and parallel with the Westerly boundary of Tract 38, as shown on the above referenced plat, said point being the POINT OF BEGINNING of the following described easement; thence continue S 69°18'46" W - 33.36 feet to a point of intersection with a circular curve, the center of which bears N 25°14'10" E from said intersection point; thence Northerly along the arc of said curve having a radius of 46.00 feet and a central angle of 98°55'20", 79.42 feet; thence N 42°00'23" W - 27.67 feet to a point of curvature with a circular curve concave to the Southwest having a radius of 504.81 feet and a central angle of 18°13'57" thence Northwesterly along the arc of said curve 160.64 feet to a point of tangency; thence N 60°14'20" W - 67.50 feet to a point of curvature with a circular curve concave to the South, having a radius of 47.00 feet and a central angle of 102°00'00"; thence along the arc of said curve 83.67 feet to a point of reverse curvature with a circular curve concave to the Northwest, having a central angle of 51°00'00" and a radius of 37.50 feet; thence along the arc of said curve 33.38 feet; thence S 68°45'40" W - 113.69 feet; thence N 21°14'20" W - 20.00 feet; thence N 68°45'40" E - 113.69 feet to a point of curvature with a circular curve concave to the Northwest having a central angle of 51°00'00" and a radius of 17.50 feet; thence along the arc of said curve 15.58 feet to a point of reverse curvature with a circular curve concave to the South having a central angle of 102°00'00" and a radius of 68.65 feet; thence along the arc of said curve 122.21 feet; thence S 60°14'20" E - 65.88 feet to a point of curvature with a circular curve concave to the Southwest, having a central angle of 18°13'57" and a radius of 526.81 feet; thence along the arc of said curve 167.64 feet; thence S 42°00'23" E - 32.31 feet to a point of curvature with a circular curve concave to the Northeast having a central angle of 20°14'06" and a radius of 21.67 feet; thence along the arc of said curve 7.65 feet; thence S 21°14'22" E - 66.80 feet to the POINT OF BEGINNING. Containing 0.3106 acres, more or less.

Along with the use rights in the Access and Utility Easement across Phase III-B as recorded in Official Record Book 1145 at Page 0763 of the Public Records of Monroe County, Florida and being more particularly described as follows: From the Northeast corner of Parcel No. 34 as shown on "Plat of Survey of Lands on Island of Key West", Monroe County, Florida recorded in Plat Book 3 at Page 35 of Monroe County Official Records, go N 21°22'20" W along the West line of Roosevelt Boulevard a distance of 50 feet to a point; thence S 68°45'40" W along the South Bank of a canal a distance of 500 feet to a point; said point being a point on the Westerly boundary of a proposed road, as recorded in Official Record Book 564 at Pages 561 thru 564 of the Public Records of Monroe County, Florida; thence along said Westerly boundary S 21°22'20" E - 1413.64 feet to the POINT OF BEGINNING of the following described Easement; thence continue S 21°22'20" E - 37.91 feet to a point of curvature with a circular curve concave to the West and having for its elements a central angle of 0°03'04" and a radius of 2339.93 feet; thence Southerly along the arc of said curve 2.09 feet to a point; thence leaving said Westerly boundary of a proposed road S 69°18'46" W - 459.40 feet to a point of intersection with a line lying 444.00 feet Easterly of, as measured at right angles, and parallel with the Westerly boundary of Tract 38, as shown on the above referenced plat; thence along said line N 21°14'22" W - 80.00 feet; thence S 65°41'14" E - 56.57 feet; thence N 69°18'46" E - 419.70 feet to a point of intersection with the aforementioned Westerly boundary of a proposed road and the POINT OF BEGINNING. Containing 0.4400 acres, more or less.

FROM THE NORTHEAST CORNER OF PARCEL #34 AS SHOWN ON "PLAT OF SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA" RECORDED IN PLAT BOOK 3 AT PAGE 36 OF MONROE COUNTY OFFICIAL RECORDS, GO N 21°22'20" W ALONG THE WEST LINE OF ROOSEVELT BOULEVARD A DISTANCE OF 50 FEET TO A POINT; THENCE S 68°45'40" W ALONG THE SOUTH BANK OF A CANAL A DISTANCE OF 500 FEET TO A POINT, SAID POINT BEING A POINT ON THE WESTERLY BOUNDARY OF A PROPOSED ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 564 AT PAGES 561 THRU 564 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY S 21°22'20" E - 966.79 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 21°22'20" E - 484.76 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE WEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 0°03'04" AND A RADIUS OF 2339.93 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 2.09 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY OF A PROPOSED ROAD S 69°18'46" W - 459.40 FEET; TO A POINT OF INTERSECTION WITH A LINE LYING 444.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WESTERLY BOUNDARY OF TRACT 38, AS SHOWN ON THE ABOVE REFERENCED PLAT; THENCE N 21°14'20" W - 715.88 FEET; THENCE S 72°27'59" E - 153.13 FEET; THENCE S 85°59'07" E - 295.86 FEET; THENCE S 80°30'14" E - 34.19 FEET; THENCE N 60°26'12" E - 42.34 FEET TO THE POINT OF BEGINNING, CONTAINING 6.0692 ACRES MORE OR LESS, SUBJECT TO AN ACCESS AND UTILITY EASEMENT AS RECORDED IN O.R. BOOK 1145 PAGE 0749 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PARCEL #34 AS SHOWN ON "PLAT OF SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA" RECORDED IN PLAT BOOK 3 AT PAGE 36 OF MONROE COUNTY OFFICIAL RECORDS, GO N 21°22'20" W ALONG THE WEST LINE OF ROOSEVELT BOULEVARD A DISTANCE OF 50 FEET TO A POINT; THENCE S 68°45'40" W ALONG THE SOUTH BANK OF A CANAL A DISTANCE OF 500 FEET TO A POINT, SAID POINT BEING A POINT ON THE WESTERLY BOUNDARY OF A PROPOSED ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 564 AT PAGES 561 THRU 564 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY S 21°22'20" E - 1413.64 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE CONTINUE S 21°22'20" E - 37.91 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE WEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 0°03'04" AND A RADIUS OF 2339.93 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 2.09 FEET TO A POINT; THENCE LEAVING SAID WESTERLY BOUNDARY OF A PROPOSED ROAD S 69°18'46" W - 459.40 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 444.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WESTERLY BOUNDARY OF TRACT 38, AS SHOWN ON THE ABOVE REFERENCED PLAT; THENCE ALONG SAID LINE N 21°14'20" W - 80.00 FEET; THENCE S 65°41'14" E - 66.57 FEET; THENCE N 69°18'46" E - 419.70 FEET TO A POINT OF INTERSECTION WITH THE FOREMENTIONED WESTERLY BOUNDARY OF A PROPOSED ROAD AND THE POINT OF BEGINNING, CONTAINING 0.4400 ACRES, MORE OR LESS.

SPECIFIC PURPOSE SKETCH TO ACCOMPANY DESCRIPTION



INGRESS/EGRESS EASEMENT:

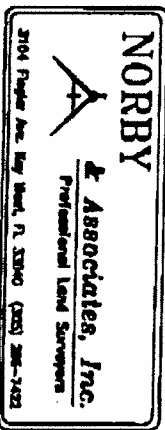
COMMENCING at the Northwest corner of Parcel 35 as shown on "PLAN OF LOTS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA," as recorded in Plat Book 3 of the Public Records of Monroe County, Florida, said point being on the Southwesterly Right-of-Way line of South Roosevelt Boulevard, thence N21°22'20"W, 100.00 feet along the said Southwesterly Right-of-Way line of South Roosevelt Boulevard to the Point of Beginning of the following described Ingress Easement, thence S88°45'40"E, 500.00 feet; thence N21°22'20"W, 60.00 feet; thence S88°45'40"E, 500.00 feet to the said Southwesterly Right-of-Way line of South Roosevelt Boulevard, thence along the said Southwesterly Right-of-Way line of South Roosevelt Boulevard S21°22'20"E, 80.00 feet back to the Point of Beginning.

NORBY & ASSOC., INC.

BRUCE K. NORBY, PLS #5234

August 17, 2000

[Signature]



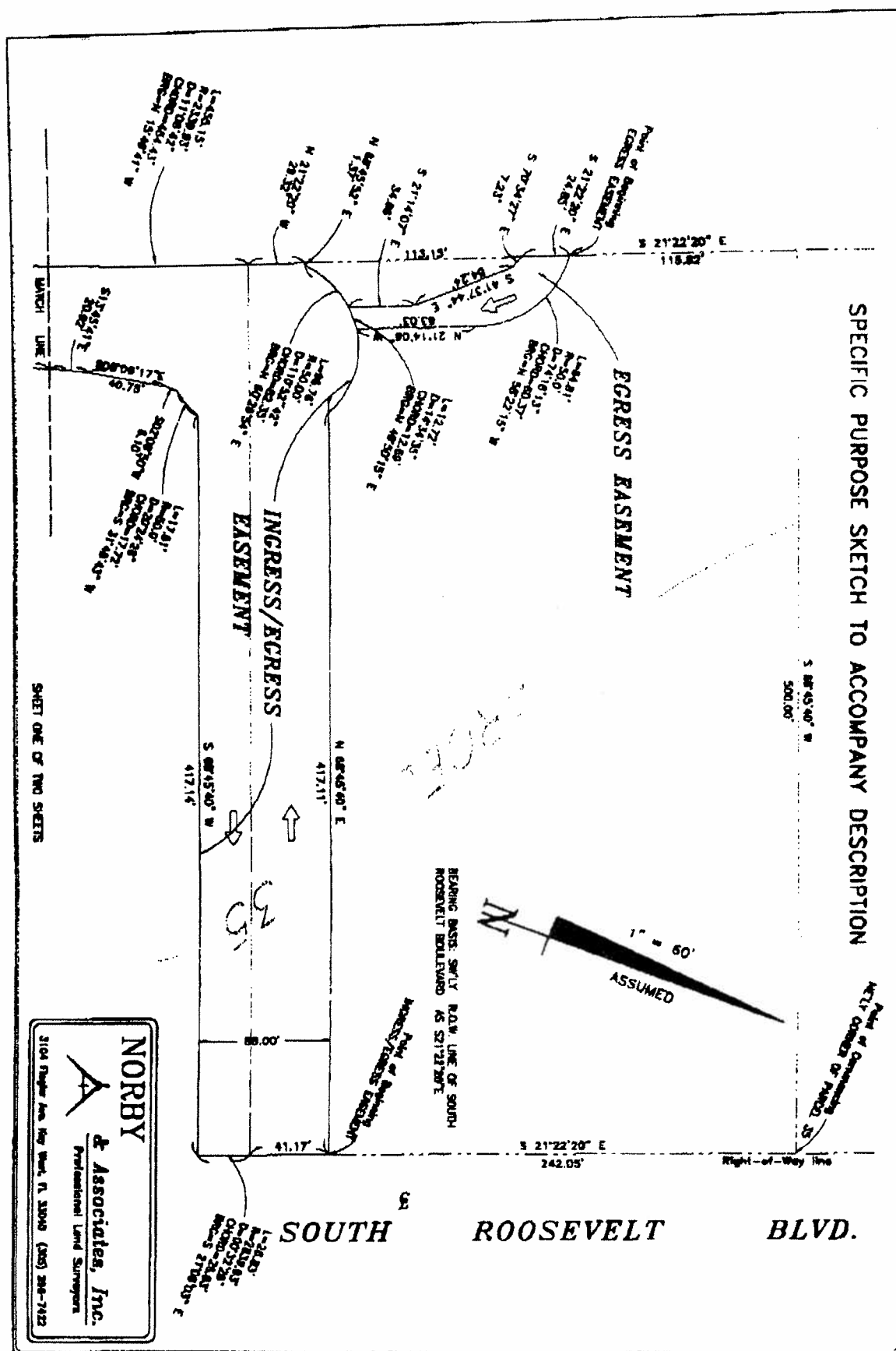


Exhibit "D"
(Sheet 2 of 6)

SPECIFIC PURPOSE SKETCH TO ACCOMPANY DESCRIPTION

INGRESS/EGRESS CASEMENT:

COMMENCING at the Northwest corner of Parcel 25 as Shown on "PLAT OF LANDS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA," as recorded in Plat Book 3 of Page 35 of the Public Records of Monroe County, Florida; thence S 88°45'40" W, 500.00 feet to the Northwest boundary line of said Parcel 25; thence S 21°22'20" E, 253.80 feet to the POINT OF BEGINNING at the following described easement; thence continue S 21°22'20" E, 78.32 feet to a point of curvature with a circular curve commencing to the right and having the following elements of Deflection-Angle=215°33'43" feet, Chord=20.88 feet, Chord bearing-S21°08'54"E, and along the Arc of 20.88 feet; thence run along the Northwest boundary of Las Salinas S 87°16'45" W, 458.40 feet to a public Survey N 21°14'20" W, 87.66 feet; thence S88°48'14"E, 11.02 feet; thence S88°37'48"E, 11.00 feet; thence S78°53'37"E, 18.21 feet; thence S45°57'18"E, 11.45 feet; thence N48°18'48"E, 410.18 feet back to the Point of Beginning.

LAS SALINAS

NORBY & ASSOC., INC.

THOMAS A. NORBY, PLS #5234

August 17, 2000

NORBY & Associates, Inc.
Professional Land Surveyors
3100 Papeete Ave. Bay View, FL 33149 (305) 266-7412

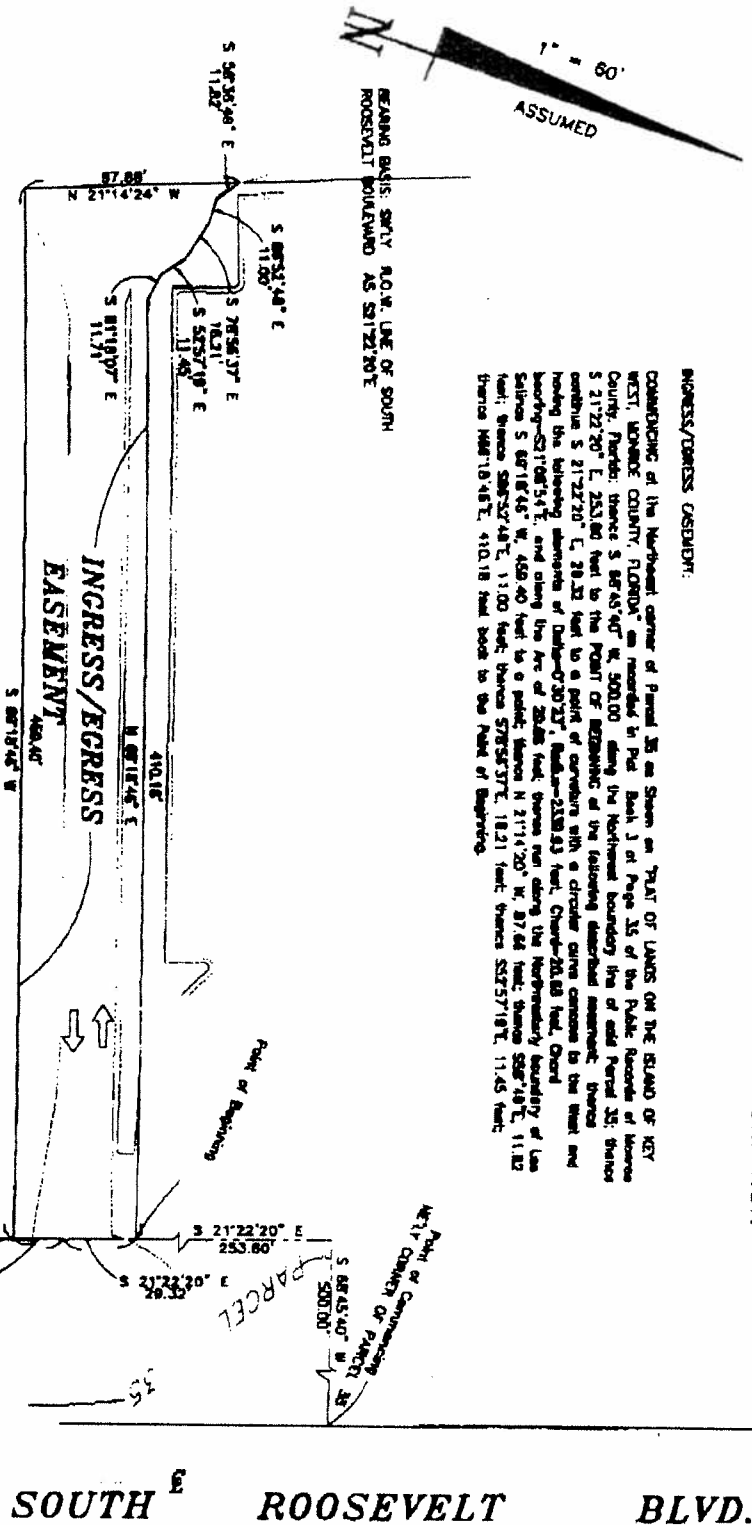
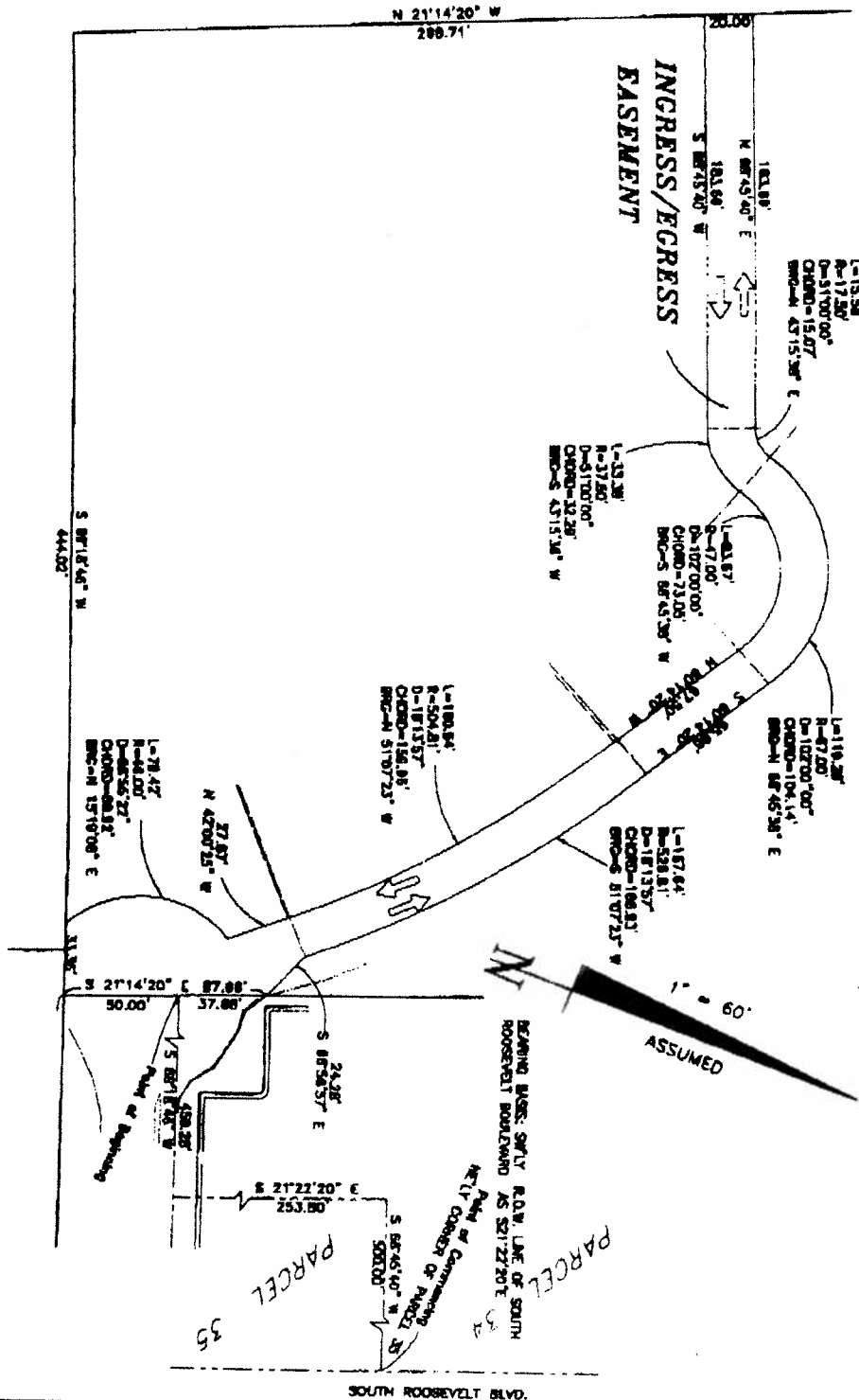


Exhibit "D" (Sheet 4 of 6)

SPECIFIC PURPOSE SKETCH TO ACCOMPANY DESCRIPTION



SHEET ONE OF TWO SHEETS

NORBY
 & Associates, Inc.
 Professional Land Surveyors
 3104 Piquette Ave. S.W. Grand Rapids, MI 49508 (616) 966-7422

Exhibit "D" (Sheet 5 of 6)

INCREASING/DECREASING ESTABLISHMENT:

COLLEGEVILLE, at the Northeast corner of Parcel 35, on Town of "PLAIN OF LAKES ON THE ISLAND OF KEY WEST, SOURCE COUNTY, FLORIDA," as recorded in Plat Book 3 of Page 45 of the Public Records of Monroe County, Florida; thence S 87°43'40" W, 50.00' along the Northeast boundary line of said Parcel 35; thence S 21°22'20" E, 53.00' feet; thence S08°16'48" W, 458.36' feet to the POINT OF BEGINNING of the following described monument thence S21°14'20" E, 64.00' feet; thence S08°16'48" W, 113.35' feet to a curve concave to the Northeast; thence along said curve having the elements of Deltas=61°00'25.22", Radius=44.00' feet; Chords=88.82' feet; Chord bearing=151°19'00" E; and along the Arc of 79.41'; thence N42°00'25.22" E, 21.87' feet to a curve concave to the Southwest; thence along said curve having the elements of Deltas=15°57'00" E, Chords=50.81' feet; Chords=158.48'; Chord bearing=61°07'23" E; and along the Arc of 160.64' feet to the point of Beginning; thence N07°14'20" W, 61.50' feet to a curve concave to the Southwest; thence along said curve having the elements of Deltas=10°20'00" E, Radius=7.00' feet; Chords=71.05' feet; Chord bearing=58°45'30" E; and along the Arc of 83.87' feet to a point of "INTERIOR CURVATURE of a curve concave to the Southwest; thence along said curve having the elements of Deltas=61°00'25.22", Radius=37.50' feet; Chords=52.29' feet; Chord bearing=65°15'30" E; and along the Arc of 111.33' feet to the point of Beginning; thence along said curve having the elements of Deltas=17°50'00" E, Chords=12.50' feet; thence N07°14'20" W, 20.00' feet; thence N08°45'40" E, 163.80' feet to the point of curvature of a curve concave to the Northeast; thence along said curve having the elements of Deltas=1°00'00" E, Radius=17.50' feet; Chords=15.01' feet; Chord bearing=N43°15'30" E; and along the Arc of 15.58' feet to the point of "INTERIOR CURVATURE of a curve concave to the Southwest; thence along said curve having the elements of Deltas=10°20'00" E, Radius=7.00' feet; Chords=64.14' feet; Chord bearing=104°07'42" E; and along the Arc of 111.23' feet to the point of Beginning; thence along said curve having the elements of Deltas=16°13'57", Radius=52.61' feet; Chords=188.83' feet; Chord bearing=61°07'23" E; and along the Arc of 167.64' feet; thence S21°14'20" E, 24.20' feet; thence S21°14'20" E, 37.86' feet back to the Point of Beginning.

NORBY & ASSOC., INC.

~~THOMAS A. MORRIS, PLS 45234~~

August 17, 2000

SHEET TWO OF TWO SHEETS

Exhibit "D"
(Sheet 6 of 6)

NORBY

d Associates, Inc.
Professional Land Surveyors

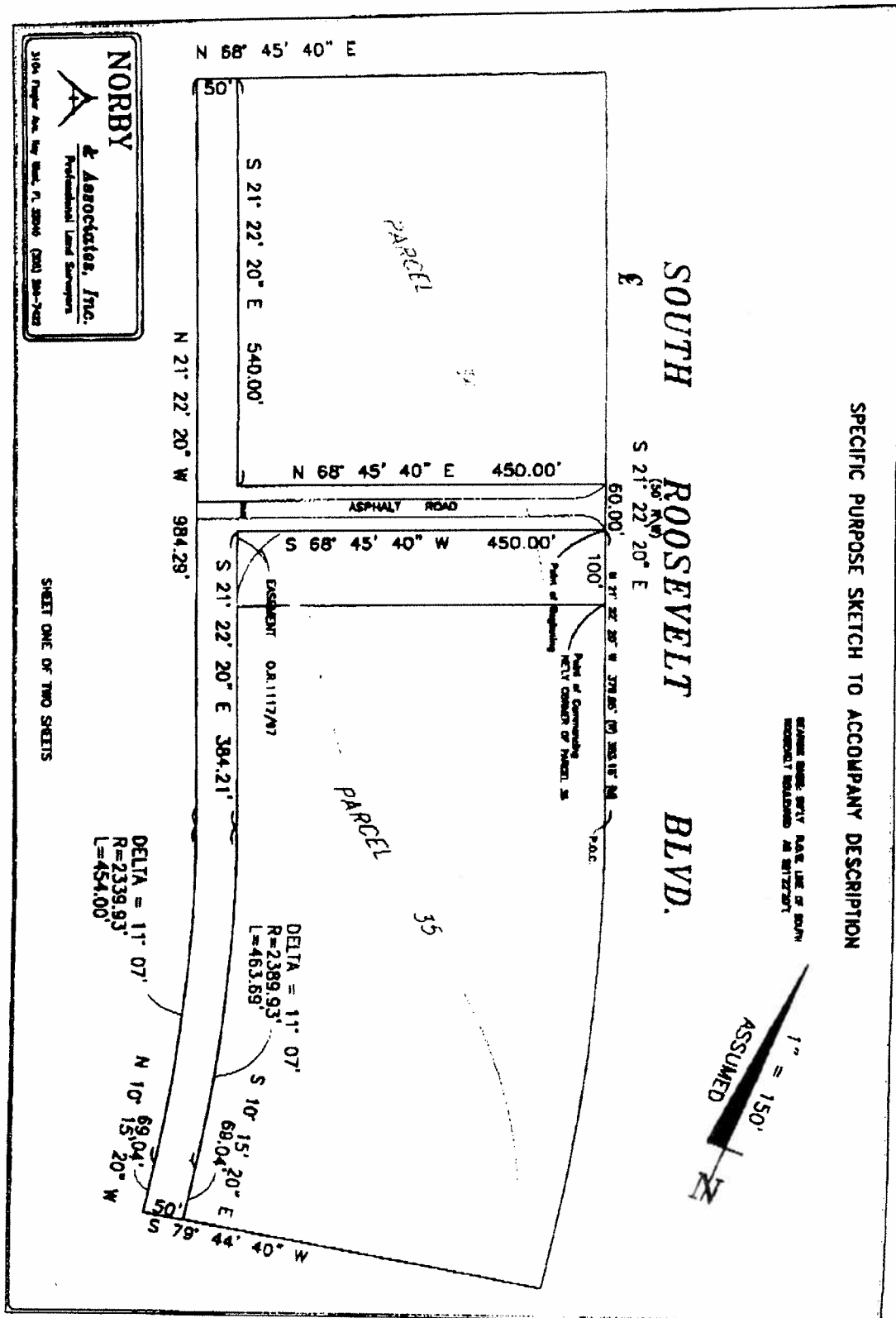
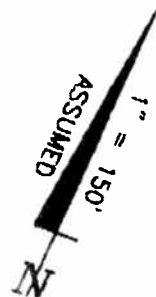
3104 Puyler Ave. Weymouth, FL 33646 (305) 298-7422

beginning at the intersection of the
 southerly right-of-way line of Flagler Avenue
 and the westerly right-of-way line (curb line)
 of Roosevelt Boulevard, bear south 21 degrees
 22 minutes and 20 seconds east for a distance
 of 460.0 feet to a point, thence bear south 68
 degrees 45 minutes and 40 seconds west along
 the southerly side of the proposed canal for a
 distance of 1400.0 feet to the point of a
 beginning of the parcel of land hereinafter
 described; from said point of beginning
 continue bearing south 68 degrees 45 minutes
 and 40 seconds west for a distance of 900.0
 feet to a point, said bearing being on the
 southerly side of said proposed canal; thence
 bear south 21 degrees 14 minutes and 20
 seconds east for a distance of 2066.16 feet to
 a point; thence bear south 88 degrees 41
 minutes and 54 seconds east for a distance
 of 974.45 feet to a point; thence bear north 21
 degrees 14 minutes and 20 seconds west for a
 distance of 2439.72 feet back to the point of
 beginning. Containing 46.55 acres, more or
 less, on the island of Key West, Florida.

Exhibit "E"
 (Sheet 1 of 1)
 "City Lands"

SPECIFIC PURPOSE SKETCH TO ACCOMPANY DESCRIPTION

BEARING, DIST., BEV. BASE, LINE OF SOUTH
MERCATOR PROJECTION IN NITZBERG



NORBY
& Associates, Inc.
Professional Land Surveyors
3104 Taylor Ave. S.W. Tallahassee, FL 32309 (904) 294-7422

SHEET ONE OF TWO SHEETS

Exhibit "F"
(Sheet 1 of 2)



3104 Taylor Ave. Bay Area, CA 94065 (415) 380-7022

SHEET TWO OF TWO SHEETS

NORBY & ASSOC., INC.

THOMAS A. NORBY, PLS #5234

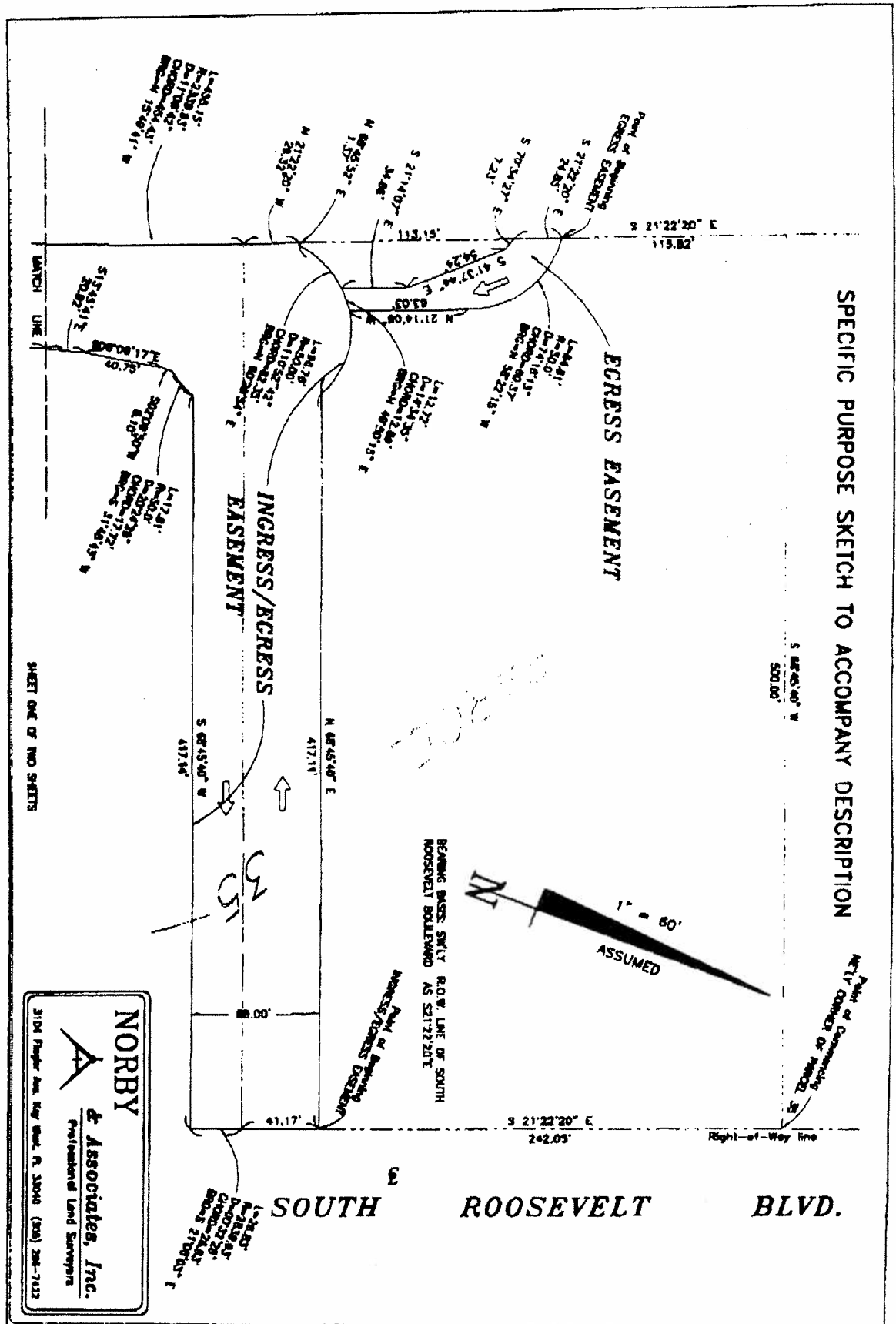
August 17, 2000

QUIT CLAIM DESCRIPTION:

COMMENCING at a point on the Southwesterly Right-of-Way line of South Roosevelt Boulevard and the North Easterly corner of Parcel 35, as shown on PLAT OF SURVEY OF LANDS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, as recorded in Plat Book 3, of Page 35, of the Public Records of Monroe County, Florida; thence along said Southwesterly Right-of-Way line of said South Roosevelt Boulevard, S21°22'20"E, 100.00 feet to the POINT OF BEGINNING; thence S66°45'40"W, 450.00 feet; thence S21°22'20"E, 384.21 feet to the point of curvature of a curve concave to the West; thence along said curve having the elements of Delta=11°07', Radius=2389.83 feet and along the Arc of 463.68 feet to the point of tangency; thence S10°15'20"E, 69.04 feet; thence S78°44'40"E, 50.00 feet; thence N10°15'20"W, 69.04 feet to the point of curvature of a curve concave to the West; thence along said curve having the elements of Delta=11°07', Radius=2339.83 feet and along the Arc of 454.00 feet to the point of tangency; thence N21°22'30"W, 884.28 feet; thence N66°45'40"E, 50.00 feet; thence S21°22'20"E, 540.00 feet; thence N66°45'40"E, 450.00 feet to the aforementioned Southwesterly Right-of-Way line of South Roosevelt Boulevard; thence S21°22'20"E, 60.00 feet back to the point of beginning.

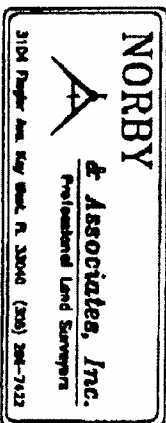
Exhibit "P"
(Sheet 2 of 2)

SPECIFIC PURPOSE SKETCH TO ACCOMPANY DESCRIPTION



(Sheet 1 of 5)
Exhibit "G"

SHEET ONE OF TWO SHEETS



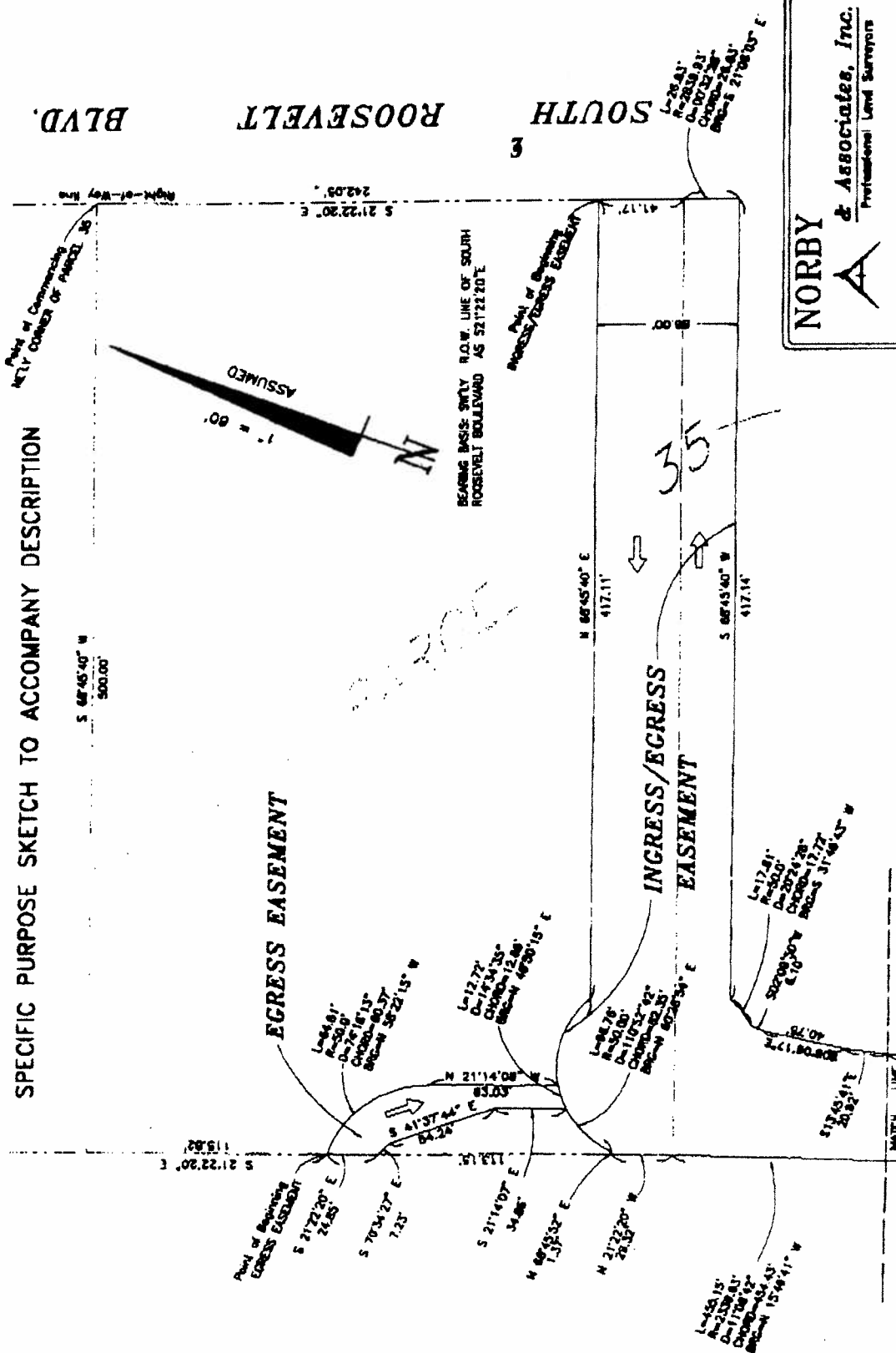
HLNOS

Associates, Inc.
Professional Land Surveyors

3104 Flamingo Ave. Key West, FL 33040 (305) 294-7422

SLEEPS ONLY 30 AND 13165

Exhibit "G"
(Sheet 1 of 5)



INGRESS EASEMENT:

COMMENCING at a point on the Southwesterly Right-of-Way line of South Roosevelt Boulevard and the Northeast corner of Parcel 35 as shown on PLAT OF SURVEY OF LANDS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, as recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida; thence S 68°45'40"W, 500.00 feet, and along the Northeast boundary line of said Parcel 35; thence S 21°22'20"E, 115.82 feet to the Point of Beginning; thence continue S 21°22'20"E, 24.85 feet; thence S 70°34'27"E, 7.23 feet; thence S 41°37'44"E, 54.24 feet; thence S 21°14'07"E, 34.86 feet to a point on a non-radial curve concave to the Southeast; thence along said curve having the elements of Delta=14°34'35", Radius=50.00 feet, Chord=12.89 feet, Chord bearing = N 48°50'15"E and along the Arc of 12.72 feet; thence N 21°14'08"W, 63.03 feet to the point of curvature of a curve concave to the Southwest; thence along said curve having the elements of Delta=74°16'13", Radius=50.00 feet, Chord=60.37 feet, Chord bearing=N58°22'15"W and along the Arc of 84.81 feet back to the Point of Beginning.

INGRESS/EGRESS EASEMENT:

COMMENCING at a point on the Southwesterly Right-of-Way line of South Roosevelt Boulevard and the North Eastern corner of Parcel 35 as shown on PLAT OF SURVEY OF LANDS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, as recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida; thence along said Southwesterly Right-of-Way line of said South Roosevelt Boulevard, S 21°22'20"E, 242.05 feet to the Point of Beginning; thence continue along said Right-of-Way line, S 21°22'20"E, 41.17 feet to the point of curvature of a curve concave to the Southwest; thence along said curve having the elements of Delta=00°32'28", Radius=2839.93 feet, Chord=28.83 feet, Chord bearing=S68°45'40"W, 417.14 feet to a non-radial curve concave to the Northwest; thence along said curve having the elements of Delta=20°24'28", Radius=50.00 feet, Chord=17.72 feet, Chord bearing=S31°48'43"W, and along the Arc of 17.81 feet; thence S 05°06'17"E, 40.75 feet; thence S 13°45'41"E, 20.92 feet; thence S 18°20'23"E, 73.71 feet; thence S 16°38'00"E, 79.58 feet; thence S 14°57'28"E, 58.52 feet; thence S 13°50'56"E, 30.34 feet to the point of curvature of a curve concave to the Northwest; thence along said curve having the elements of Delta=38°33'04", Radius=130.00 feet, Chord=85.83 feet, Chord bearing=S05°25'36"W, and along the Arc of 87.47 feet to the point of tangency; thence S 24°42'08"W, 54.78 feet; thence N 10°15'33"W, 5.18 feet to the point of curvature of a curve concave to the Southeast; thence along said curve having the elements of Delta=11°08'42", Radius=2339.93 feet, Chord=454.43 feet, Chord bearing=N15°49'41"W, and along the Arc of 455.15 feet to the point of tangency; thence N 21°22'20"W, 26.30 feet; thence N 68°45'52"E, 13.37 feet to a curve concave to the Southeast; thence along said curve having the elements of Delta=110°52'42", Radius= 50 feet, Chord=82.35 feet, Chord bearing=N60°28'54"E, and along the Arc of 96.76 feet; thence N 68°45'40"E, 417.11 feet back to the Point of Beginning.

NORBY & ASSOC., INC.

August 2, 2000

THOMAS B. NORBY, P.L.S. #5234

SHEET TWO OF TWO SHEETS

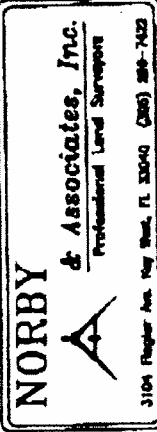


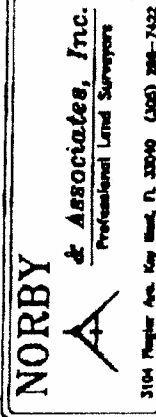
Exhibit "D"
(Sheet 3 of 6)

INGRESS EASEMENT:

COMMENCING at a point on the Southwesterly Right-of-Way line of South Roosevelt Boulevard and the Northeastly corner of Parcel 35 as shown on PLAT OF SURVEY OF LANDS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, as recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida; thence S 88°45'40"W, 500.00 feet, and along the Northeastly boundary line of said Parcel 35; thence S21°22'20"E, 115.82 feet to the Point of Beginning; thence continue S21°22'20"E, 24.85 feet; thence S70°34'27"E, 7.23 feet; thence S41°37'44"E, 34.24 feet; thence S21°14'07"E, 34.86 feet to a point on a non-radial curve concave to the Southeast; thence along said curve having the elements of Delta=14°34'35", Radius=50.00 feet, Chord=12.89 feet, Chord bearing = N69°50'15"E and along the Arc of 12.72 feet; thence N21°14'08"W, 63.03 feet to the point of curvature of a curve concave to the Southwest; thence along said curve having the elements of Delta=74°16'13", Radius=50.00 feet, Chord=60.37 feet, Chord bearing=N68°22'15"W and along the Arc of 64.81 feet back to the Point of Beginning.

INGRESS/EGRESS EASEMENT:

COMMENCING at a point on the Southwesterly Right-of-Way line of South Roosevelt Boulevard and the North Eastern corner of Parcel 35 as shown on PLAT OF SURVEY OF LANDS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, as recorded in Plat Book 3, at Page 35, of the Public Records of Monroe County, Florida; thence along said Southwesterly Right-of-Way line of said South Roosevelt Boulevard, S21°22'20"E, 242.05 feet to the Point of Beginning; thence continue along said Right-of-Way line, S21°22'20"E, 41.17 feet to the point of curvature of a curve concave to the Southwest; thence along said curve having the elements of Delta=00°32'28", Radius=2839.93 feet, Chord=28.63 feet, Chord bearing=S68°45'40"W, 417.14 feet to a non-radial curve concave to the Northwest; thence along said curve having the elements of Delta=20°24'28", Radius=50.00 feet, Chord=17.72 feet, Chord bearing=S31°48'43"W, and along the Arc of 17.81 feet; thence S08°06'17"E, 40.75 feet; thence S13°45'41"E, 20.92 feet; thence S18°20'23"E, 73.71 feet; thence S16°38'00"E, 78.59 feet; thence S14°57'28"E, 56.52 feet; thence S13°50'56"E, 30.34 feet to the point of curvature of a curve concave to the Northwest; thence along said curve having the elements of Delta=38°33'04", Radius=130.00 feet, Chord=85.83 feet, Chord bearing=S05°25'56"W, and along the Arc of 87.47 feet to the point of Tangency; thence S24°42'08"W, 54.79 feet; thence N10°15'33"W, 5.18 feet to the point of curvature of a curve concave to the Southwest; thence along said curve having the elements of Delta=11°08'42", Radius=2339.93 feet, Chord=454.43 feet, Chord bearing=N15°49'41"W, and along the Arc of 455.15 feet to the point of Tangency; thence N21°22'20"W, 26.30 feet; thence N68°45'52"E, 1.37 feet to a curve concave to the Southeast; thence along said curve having the elements of Delta=11°0'52'42", Radius= 50 feet, Chord=82.35 feet, Chord bearing=N60°28'54"E, and along the Arc of 86.76 feet; thence N68°45'40"E, 417.11 feet back to the Point of Beginning.



August 2, 2000

NORBY & ASSOC., INC.

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SHEET TWO OF TWO SHEETS

Exhibit "G"
(Sheet 2 of 5)

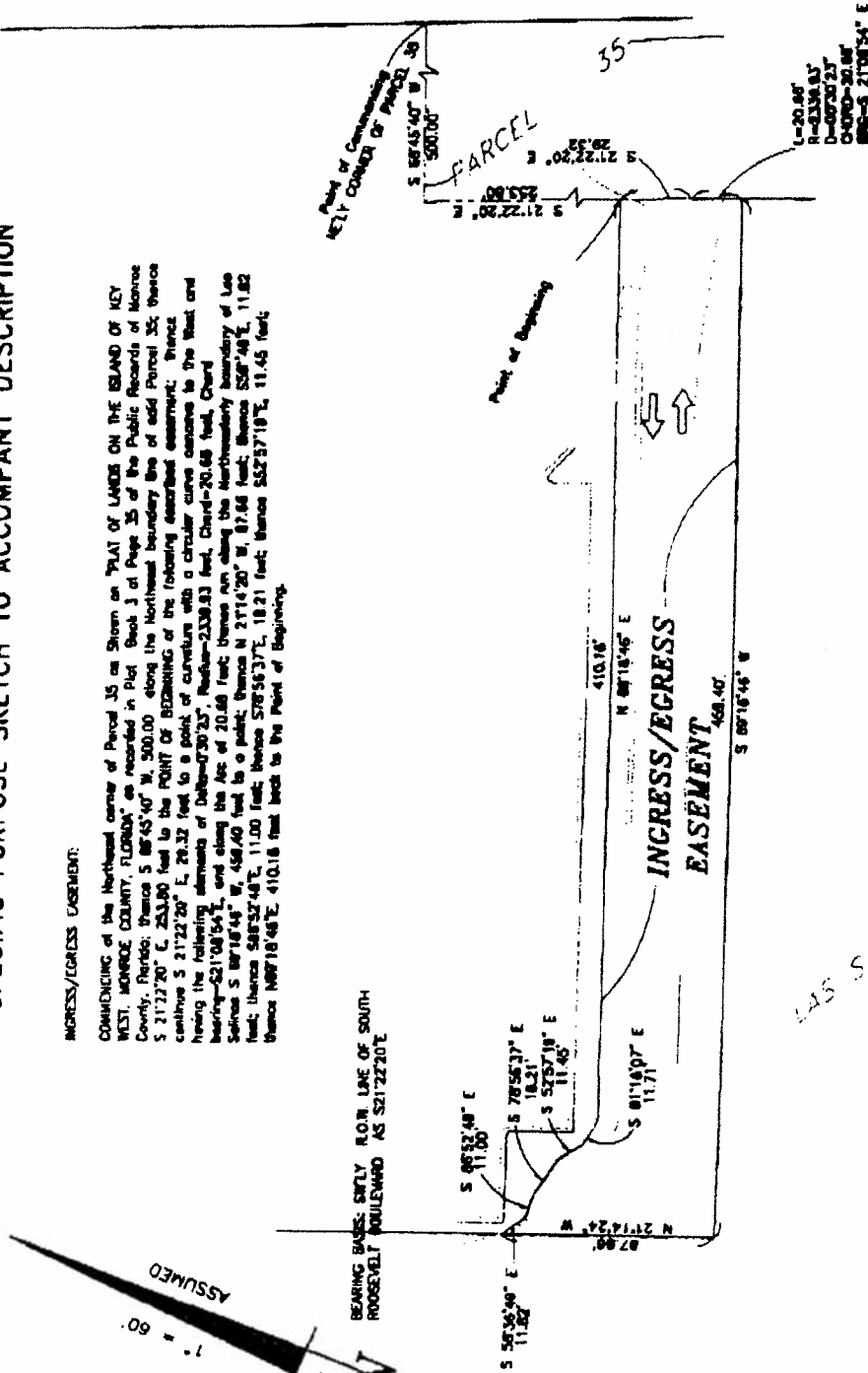
SPECIFIC PURPOSE SKETCH TO ACCOMPANY DESCRIPTION

INGRESS/EGRESS EASEMENT:

COMMENCING at the Northeast corner of Parcel 35 as Shown on "PLAT OF LANDS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA" as recorded in Plat Book 3 of Page 35 of the Public Records of Monroe County, Florida; thence S 88°45'40" W, 500.00' along the Northeast boundary line of said Parcel 35; thence S 21°22'20" E, 253.80' to the POINT OF BEGINNING of the following described easement; thence continue S 21°22'20" E, 79.32' to a point of curvature with a circular curve easement to the West and bearing the following elements of Delta=73°25', Radius=2338.83 feet, Chord=20.48 feet, Chord bearing=521°04'54"E, and along the Arc of 20.48 feet; thence run along the Northwesterly boundary of Las Salinas S 88°18'48" W, 458.40' to a point; thence N 21°14'20" W, 87.64 feet; thence S58°14'E, 11.82 feet; thence S88°32'48"E, 11.00 feet; thence S78°56'37"E, 18.21 feet; thence S62°37'18"E, 11.45 feet; thence N88°18'48"E, 410.16 feet back to the Point of Beginning.

BEARING BASE: SWLY R.O.W. LINE OF SOUTH ROOSEVELT BOULEVARD AS S21°22'20"E

SOUTH E ROOSEVELT BLVD.



NORBY

& Associates, Inc.
Professional Land Surveyors

3104 Pinyon Ave. Key West, FL 33040 (305) 286-7422

August 17, 2000

NORBY & ASSOC., INC.

THOMAS A. NORBY, PLS #5234

Exhibit "G"
(Sheet 3 of 5)

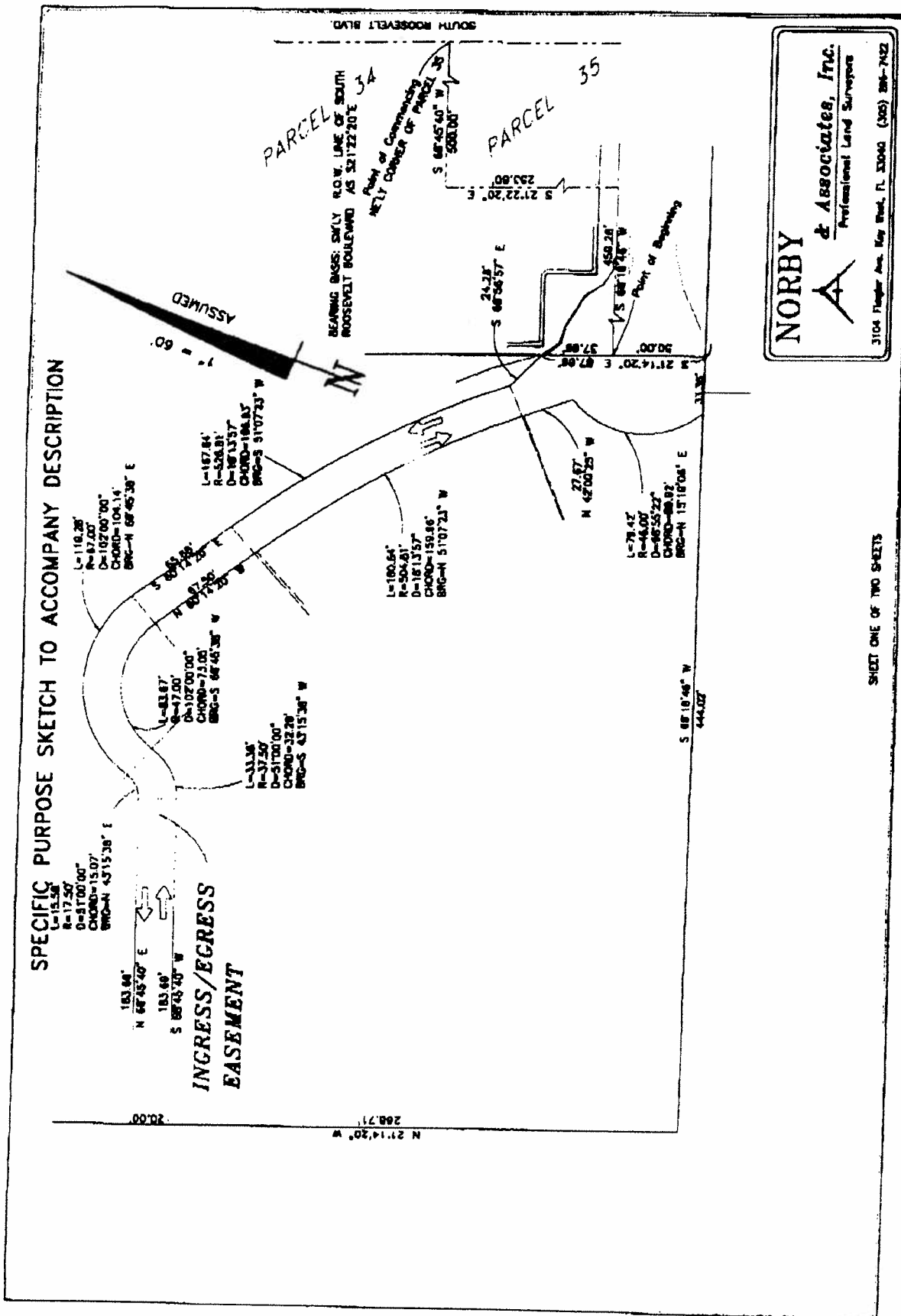


Exhibit "G"
(Sheet 4 of 5)

INGRESS/EXPRESS EASEMENT:

COMMENCING at the Northeast corner of Parcel 35 as Shown on "PLAT OF LANDS ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA" as recorded in Part Book 3 of Page 35 of the Public Records of Monroe County, Florida, thence S 89°45'40" W, 500.00 feet to the Northwest boundary line of said Parcel 35; thence S 21°22'20" E, 253.80 feet; thence S89°18'48" W, 458.28 feet to the POINT OF BEGINNING of the following described easement; thence S21°14'20" E, 50.00 feet; thence S89°18'48" W, 33.38 feet to a curve concave to the Northwest; thence along said curve having the elements of Delta=85°52'22", Radius=44.60 feet, Chord=88.82 feet, Chord bearing=N15°18'08" E, and along the Arc of 79.42'; thence N42°00'25" W, 27.67 feet to a curve concave to the Southwest; thence along said curve having the elements of Delta=18°13'37", Radius=304.51 feet, Chord=158.86, Chord bearing=N51°07'23" W, and along the Arc of 160.64 feet to the point of Intersection; thence N40°14'20" W, 87.50 feet to a curve concave to the Southwest; thence along said curve having the elements of Delta=102°00'00", Radius=47.00 feet, Chord=73.06 feet, Chord bearing=S89°45'38" W, and along the Arc of 63.97 feet to a point of reverse curvature of a curve concave to the Northwest; thence along said curve having the elements of Delta=51°00'00", Radius=37.50 feet, Chord=32.28 feet, Chord bearing=S43°15'38" W, and along the Arc of 33.38 feet to the point of Intersection; thence S89°45'40" W, 183.88 feet; thence N21°14'20" E, 26.00 feet; thence N85°45'40" E, 133.88 feet to the point of curvature of a curve concave to the Northwest; thence along said curve having the elements of Delta=51°00'00", Radius=17.50 feet, Chord=15.97 feet, Chord bearing=N43°15'38" E, and along the Arc of 13.58 feet to the point of reverse curvature of a curve concave to the Southwest; thence along said curve having the elements of Delta=102°00'00", Radius=47.00 feet, Chord=73.06 feet, Chord bearing=N43°15'38" E, and along the Arc of 119.28 feet to the point of Intersection; thence S89°14'20" E, 55.88 feet to the point of curvature of a curve concave to the Southwest; thence along said curve having the elements of Delta=18°13'37", Radius=304.51 feet, Chord=158.83 feet, Chord bearing=S51°07'23" W, and along the Arc of 167.64 feet; thence S85°56'57" E, 24.28 feet; thence S21°14'20" E, 37.66 feet back to the Point of Beginning.

NORBY & ASSOC., INC.

THOMAS A. NORBY, PLS. #5234

August 17, 2000

SHEET TWO OF TWO SHEETS

NORBY

& Associates, Inc.
 Professional Land Surveyors
 3704 Poplar Ave., Key West, FL 33940 (305) 896-7622

Exhibit "G"
 (Sheet 5 of 5)

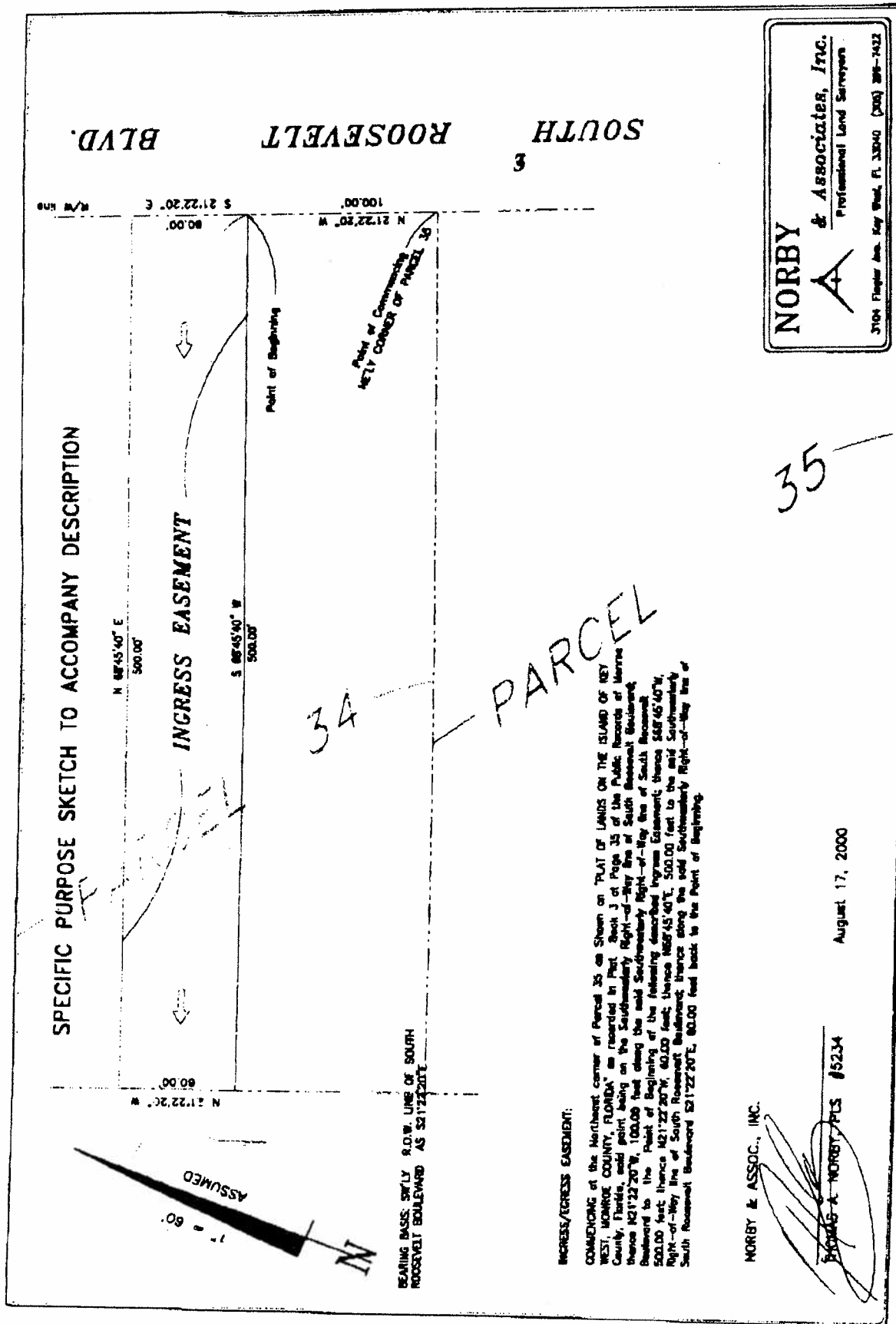


Exhibit "H"
(Sheet 1 of 1)

EXHIBIT "I"
PERMITTED TITLE MATTERS

1. Taxes and assessments for the year 2000 and subsequent years, not yet due and payable.
2. City of Key West Area of Critical State Concern, Rule 27F-15 of the Florida Administrative Code for Land Planning recorded in Official Records Book 906, at Pages 200-208.
3. Subject to City Ordinance No. 81-43 and Amendment 82-5 thereof, which provides for the assessment and collection of waste in the City of Key West, Monroe County, Florida.
4. Subject to Code of Ordinances of the City of Key West, Section 74, which provides for the assessment and collection of sewer charges.
5. Subject to the rights of the State of Florida and the United States to regulate the use of the navigable waters.
6. Adverse ownership claims by the State of Florida to those portions of the property that comprise sovereignly lands (including without limitation submerged, filled and artificially exposed lands) that (i) have not been previously conveyed or transferred by the state, or (ii) are legally excluded from prior state conveyances of other types of lands.
7. Those portions of the property that are artificially filled land in what was formerly navigable waters is subject to any and all rights of the United States Government and of the State of Florida arising by reasons of the United States Government's control over navigable waters in the interest of navigation and commerce and the inalienable rights of the State of Florida in lands and/or waters of such character.
8. Subject to AICUZ Zoning exception as set forth in Resolution as to high noise or high hazard area recorded in Official Records Book 787, at Page 234.
9. Restrictions and conditions as contained in Plat recorded in Plat Book 2, at Page 17, Plat Book 3, at Page 35 and Plat Book 4, at Page 69.
10. Covenants, conditions, restrictions, limitations, easements and all terms and provisions of Agreement by and between Meacham Field Limited Partnership, Ocean Walk Phase I Limited Partnership and Edward J. Knight and Joan T. Knight dated January 20, 1989 and recorded January 31, 1989, in Official Records Book 1080, at Page 568, as modified by instrument recorded on December 18, 1989, in Official Records Book 1115, at Page 414.
11. Easement in favor of The Utility Board of the City of Key West dated January 20, 1989 and recorded on January 31, 1989, in 1080, at Page 573.
12. Easement in favor of The Utility Board of the City of Key West dated January 20, 1989, and recorded on January 31, 1989, in Official Records Book 1080, at Page 600.

RECEIVED AUG 31 1999

RESOLUTION NO. 92-74

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST AND MONROE COUNTY LAND AUTHORITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Key West, Florida as follows that the attached Lease Agreement between the City of Key West and Monroe County Land Authority is hereby approved. The City Manager is hereby authorized to execute said Agreement on behalf of the City of Key West, and the City Clerk is hereby authorized to attest to his signature and affix the Seal of the City thereto.

This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 19th day of February, 1992.

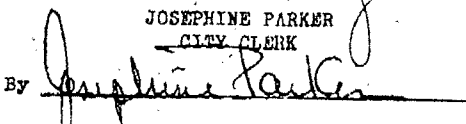

DENNIS J. WARDLOW, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

STATE OF FLORIDA)
COUNTY OF MONROE)
CITY OF KEY WEST)

This copy is a true copy of the original on file in this office. Witness my hand and official seal this 24th day of February, 1992

JOSEPHINE PARKER
CITY CLERK
By 

LEASE AGREEMENT/MONROE COUNTY LAND AUTHORITY
AND
THE CITY OF KEY WEST

WHEREAS, the Monroe County Comprehensive Plan Land Authority (Authority) is the owner of hereinafter described real property located in Key West, Monroe County, Florida; and

WHEREAS, a portion of the real property may have been historically utilized by the public for parking and access with respect to public land; and

WHEREAS, both the Authority and the City of Key West (City) are desirous of facilitating the use of the subject property to provide access and/or parking for public land. Further, the Authority and the City recognize the need to provide recreational space for the use of the public, and other municipal purposes necessary to provide for the public health, safety and welfare; and

WHEREAS, utilization of the subject property for the intended purposes will require a lease to the City;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter provided, the Authority hereby grants to the City a lease with respect to the subject property.

LEASED PREMISES

The leased premises to be governed by this Agreement are as follows:

Commencing at the intersection of the southerly right-of-way line of Flagler Avenue and the westerly right-of-way line (curb line) of Roosevelt Boulevard, bear south 21 degrees 22 minutes and 20 seconds east for a distance of 460.0 feet to a point, thence bear south 68 degrees 45 minutes and 40 seconds west along

the southerly side of the proposed canal for a distance of 1400.0 feet to the point of a beginning of the parcel of land hereinafter described; from said point of beginning continue bearing south 68 degrees 45 minutes and 40 seconds west for a distance of 900.0 feet to a point, said bearing being on the southerly side of said proposed canal; thence bear south 21 degrees 14 minutes and 20 seconds east for a distance of 2066.16 feet to a point; thence bear south 88 degrees 41 minutes and 54 seconds east for a distance 974.45 feet to a point; thence bear north 21 degrees 14 minutes and 20 seconds west for a distance of 2439.72 feet back to the point of beginning. Containing 46.55 acres, more or less, on the island of Key West, Florida.

PERMIT

It shall be the responsibility of the City to obtain any and all permits necessary for any improvements to the subject property.

TERM AND FEE OF LEASE

The term of the grant of this Lease by the Authority to the City shall run for a period of thirty (30) years (unless terminated or canceled as hereinafter provided), commencing on the date that this Lease Agreement is last executed, and shall be renewable for like terms thereafter on the same terms and conditions as provided herein unless either party gives to the other not less than sixty (60) days written notice prior to the expiration of this Agreement, that such party does not desire to renew same, or desire to change the terms and conditions of the current or then existing Agreement. The City shall pay the Authority One Dollar (\$1) per year for use of the leased premises.

OPTION TO RENEW LEASE

Authority hereby grants to city an Option to renew this Lease for a period of thirty years, with all other terms and conditions of this Lease remaining in full effect, by giving written notice to the Lessor not less than ninety (90) days before the end of the original term of this Lease. If the City elects to exercise the option to extend this Lease, then both the City and the Authority shall be bound by the terms and conditions of this Lease as if it were originally written for the additional period of time.

CANCELLATION

If either party defaults in fulfilling any of the terms and conditions of this Agreement, then that party, upon serving a written thirty (30) day notice specifying the nature of such default, and upon the expiration of such thirty (30) day period of the notified party has failed to comply with or remedy such default, or if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within the thirty (30) day period, and the party does not within an additional thirty (30) days thereafter, with reasonable diligence and in good faith, proceed to remedy or cure such default, then that party may serve a thirty (30) days written notice of cancellation of that party's rights hereunder and upon the expiration of the said thirty (30) days, that party's rights shall terminate. In such an event, each party hereto shall be liable for all obligations hereunder until the date of termination of such rights.

SECURITY

Security of the leased premises shall be the responsibility of the City.

MAINTENANCE

Maintenance of the grounds of the leased premises shall be the responsibility of the City. Maintenance of any improvements shall be the responsibility of the City.

ASSIGNMENTS

This Agreement and the rights contained herein shall not be transferred, assigned, leased, subleased, licensed or sub-licensed in whole or in part without written consent of both parties.

NEGLIGENCE

Any liability of the parties and any of their employees shall be as provided in Section 768.28, Florida Statutes. All damage caused by acts, omissions to act or negligence shall be restored by the party causing same.

ALTERATIONS

The City shall be permitted to make alterations, additions and improvements to the subject property consistent with the use of the property as outlined herein. However, the City agrees not to make any alterations, additions or improvements to the subject property without the express written of the Authority, which consent shall not be unreasonable withheld.

REMOVAL OF PROPERTY

On termination of this Agreement, whether at the expiration of the first term (or any thirty (30) year term thereafter) or by earlier cancellation as hereinabove provided, the City, within ninety (90) days thereafter, at its own cost and expense, remove or cause to be removed all improvements which it made on the leased premises. Upon such removal, the City shall restore the leased premises to the same good order and condition as they were on the date this Agreement was last executed, normal wear and tear excepted.

CONSTRUCTION

This Agreement shall be interpreted and construed as a lease in accordance with the laws of the State of Florida.

WAIVER

The parties agree that the waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by that same party.

SEVERABILITY

Any provisions of this Agreement in violation of the laws of the State of Florida shall be ineffective to the extent of such violation without invalidating the remaining provisions of this Agreement.

MISCELLANEOUS

Nothing contained herein shall be construed as creating any principal-agent relationship between the parties. The parties shall have the right to incorporate into and make a part of this Agreement such conditions, changes or modifications which are, or may hereafter become necessary to comply with any requirement of State of Federal law.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. This Agreement may not be changed orally. Any changes must be in writing and signed by the parties.

COOPERATION

Each party shall cooperate with the other to utilize the leased premises for the purposes contemplated herein.

EFFECTIVE DATE

This Agreement shall become binding and effective on the date the second party executes same. The City recognizes that the Authority may desire to grant a Conservation Easement in favor of one or more governmental or private agencies with respect to the wetland portion of the subject property. In this event, the City expressly agrees herein to subordinate this Lease Agreement and its terms to any said Conservation Easement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed, sealed, executed and delivered by their duly authorized officers as of the day and year written below their names.

Approved as to form and legality:

CITY OF KEY WEST

Adelle V. Stokes
City Attorney

G. Felix Cooper
G. Felix Cooper
City Manager

ATTEST:

DATE: 2-24-92

Josephine Parker
JOSEPHINE PARKER, CITY CLERK

Approved as to form and legality:

MONROE COUNTY LAND
AUTHORITY

Jack London

Jack London
~~A. Earl Chealy, Chairman~~
Jack London, Acting Chairman

ATTEST:

DATE: 4/2/92

Paul Wick
Paul Wick, Executive Director
MONROE COUNTY LAND AUTHORITY



LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF FLAGLER AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE (CURB. LINE) OF ROOSEVELT BOULEVARD, BEAR SOUTH 21 DEGREES 22 MINUTES AND 20 SECONDS EAST FOR A DISTANCE OF 460.0 FEET TO A POINT, THENCE BEAR SOUTH 63 DEGREES 45 MINUTES AND 40 SECONDS WEST ALONG THE SOUTHERLY SIDE OF THE PROPOSED CANAL FOR A DISTANCE OF 1400.0 FEET TO THE POINT OF A BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 68 DEGREES 45 MINUTES AND 40 SECONDS WEST FOR A DISTANCE OF 900.0 FEET TO A POINT, SAID BEARING BEING ON THE SOUTHERLY SIDE OF SAID PROPOSED CANAL; THENCE BEAR SOUTH 21 DEGREES 14 MINUTES AND 20 SECONDS EAST FOR A DISTANCE OF 2066.16 FEET TO A POINT; THENCE BEAR SOUTH 83 DEGREES 41 MINUTES 54 SECONDS EAST FOR A DISTANCE 774.45 FEET TO A POINT; THENCE BEAR NORTH 21 DEGREES 14 MINUTES AND 20 SECONDS WEST FOR A DISTANCE OF 2439.72 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 46.55 ACRES, MORE OR LESS, ON THE ISLAND OF KEY WEST, FLORIDA

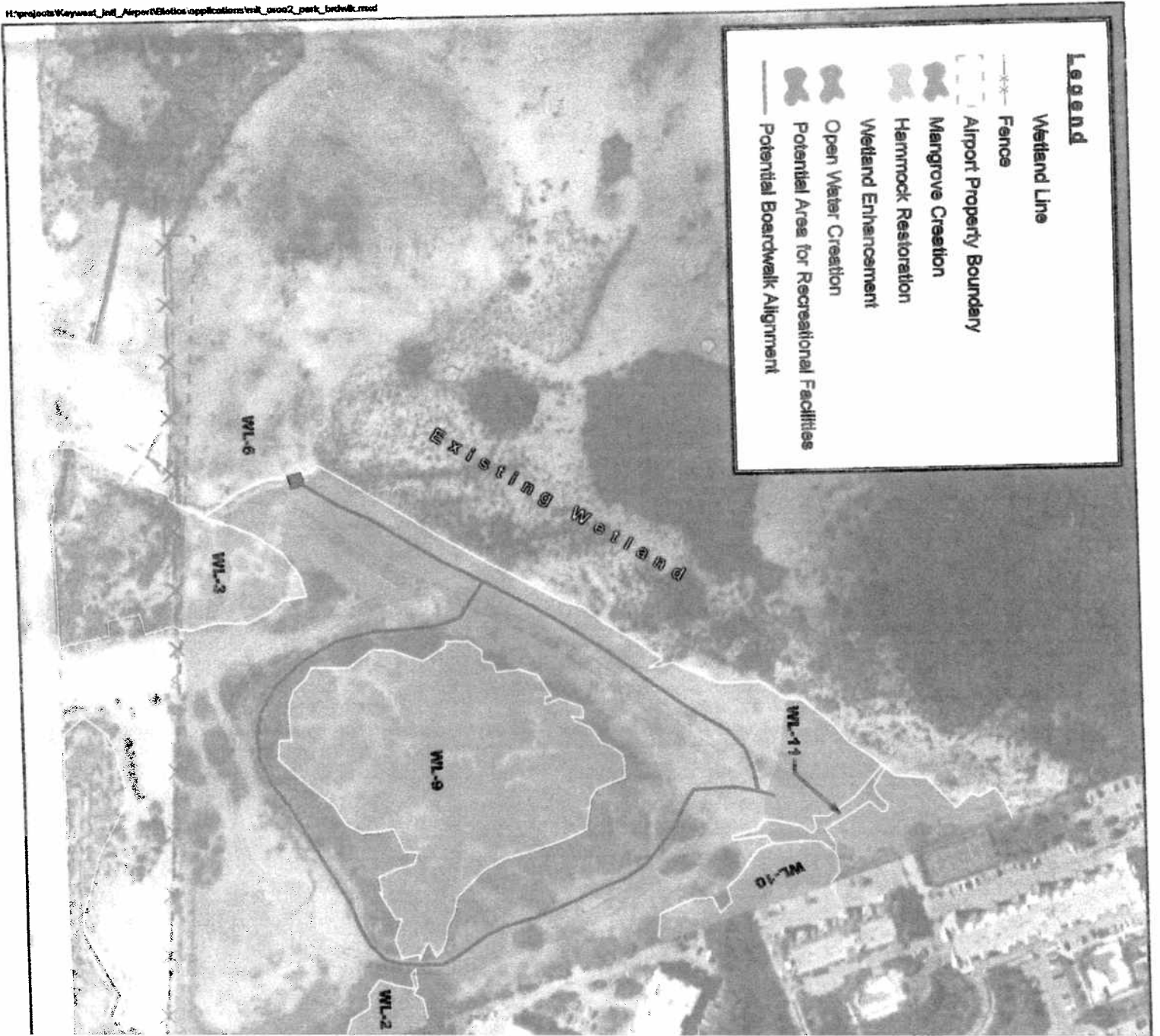
SURVEYOR'S

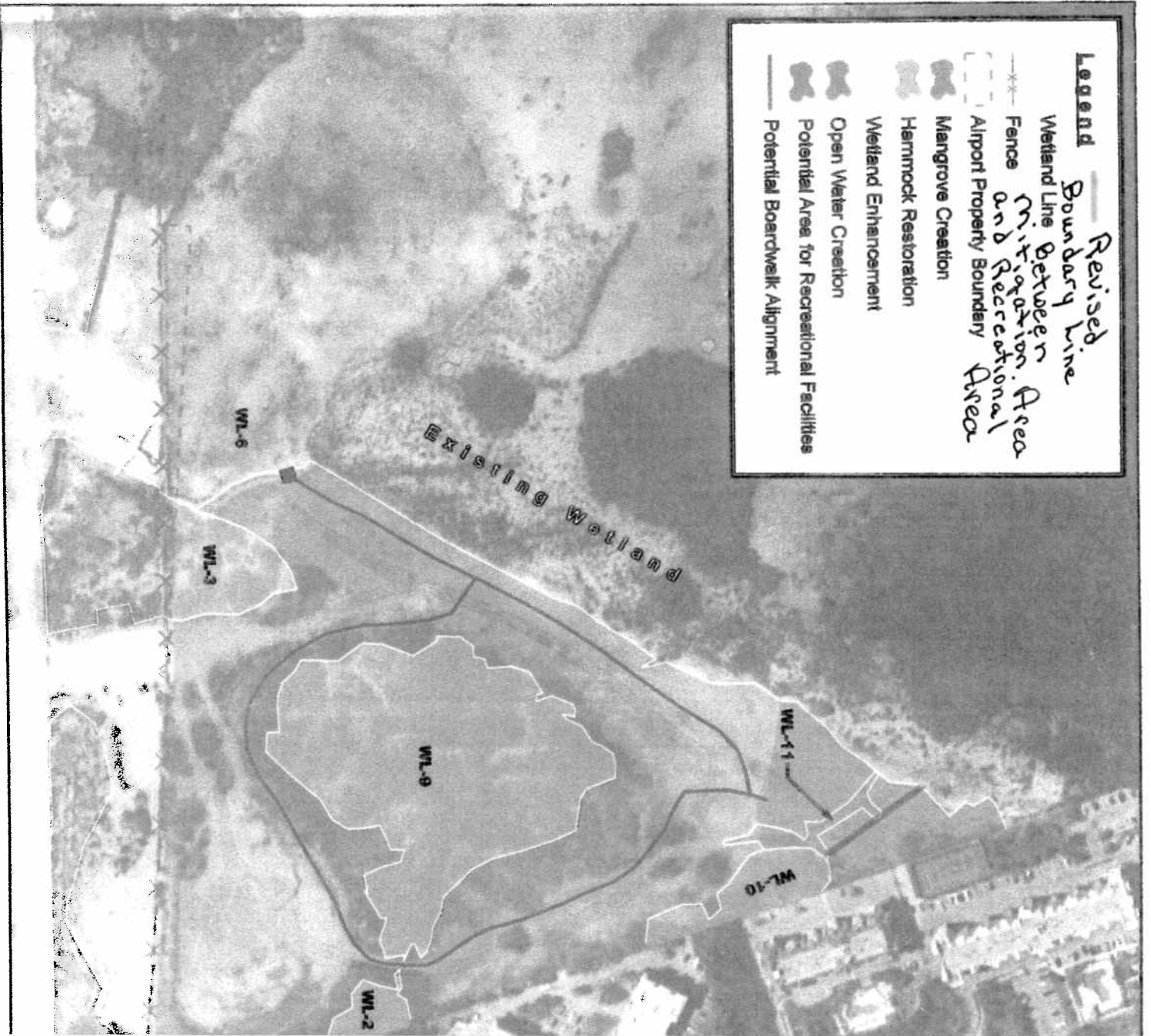
1. THE LEGAL DESCRIPTION DEPICTED HE DEED RECORDED IN OFFICIAL RECORD PUBLIC RECORDS OF MONROE COUNTY, F
2. BEARINGS SHOWN HEREON ARE BASED (DERIVED FROM THE LEGAL DESCRIP SURVEYOR'S NOTE NO. 1 ABOVE
3. THERE ARE VISIBLE ENCROACHMENTS #
4. NO ATTEMPT WAS MADE AT THE TIME ANY SUBSURFACE FOUNDATIONS AND THAT MAY EXIST WITHIN THE PROPERTY
5. THE APPROXIMATE MEAN HIGH WATER DERIVED FROM AERIAL PHOTO INTER VERIFICATION THEREOF.
6. SAID APPROXIMATE MEAN HIGH WATER OR ESTABLISH THE TIDAL PROPERTY 'FLORIDA COASTAL MAPPING ACT OF, CHAPTER 18-5, F.A.C.)
7. THE PROPERTY BOUNDARY LINES AS THE LEGAL DESCRIPTION IN SAID ADJOINING THE NORTHERLY, EASTERLY PROPERTY, AS RECORDED IN PLAT BOC 69 OF THE PUBLIC RECORDS OF MONROE

MONROE COUNTY LAND AUTHORITY

PROJECT CONLEY PROPERTY

TASK





January 9, 2007

To: Members of the Key West City Commission,

The undersigned members of the City of Key West Salt Ponds Park Advisory Committee worked effectively in developing these recommendations for the development of the City-leased property adjacent to the condominium/hotel/apartment complex off of South Roosevelt Boulevard.

The Committee has met several times in accordance with Florida Sunshine Laws at various locations during convenient evening hours to welcome and encourage members of the public to attend and share their opinions.

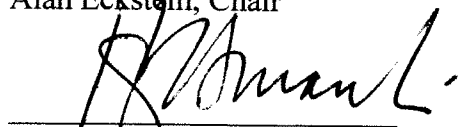
Our recommendations call for extensive environmental mitigation along with a recreation component for the site. What can be developed at this location is severely limited by restrictions imposed through zoning, the Monroe County Land Authority lease for the property, the easement agreement granting public access to the site, and environmental concerns.

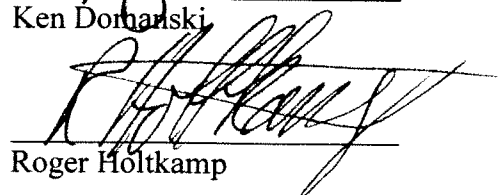
However, it is our hope that these recommendations will be useful to you in creating a park that will enhance our environment and be of recreational benefit to our residents and visitors.

Sincerely,

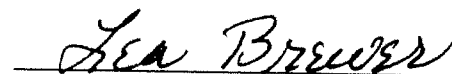
Salt Ponds Park Advisory Committee


Alan Eckstein, Chair


Ken Domanski

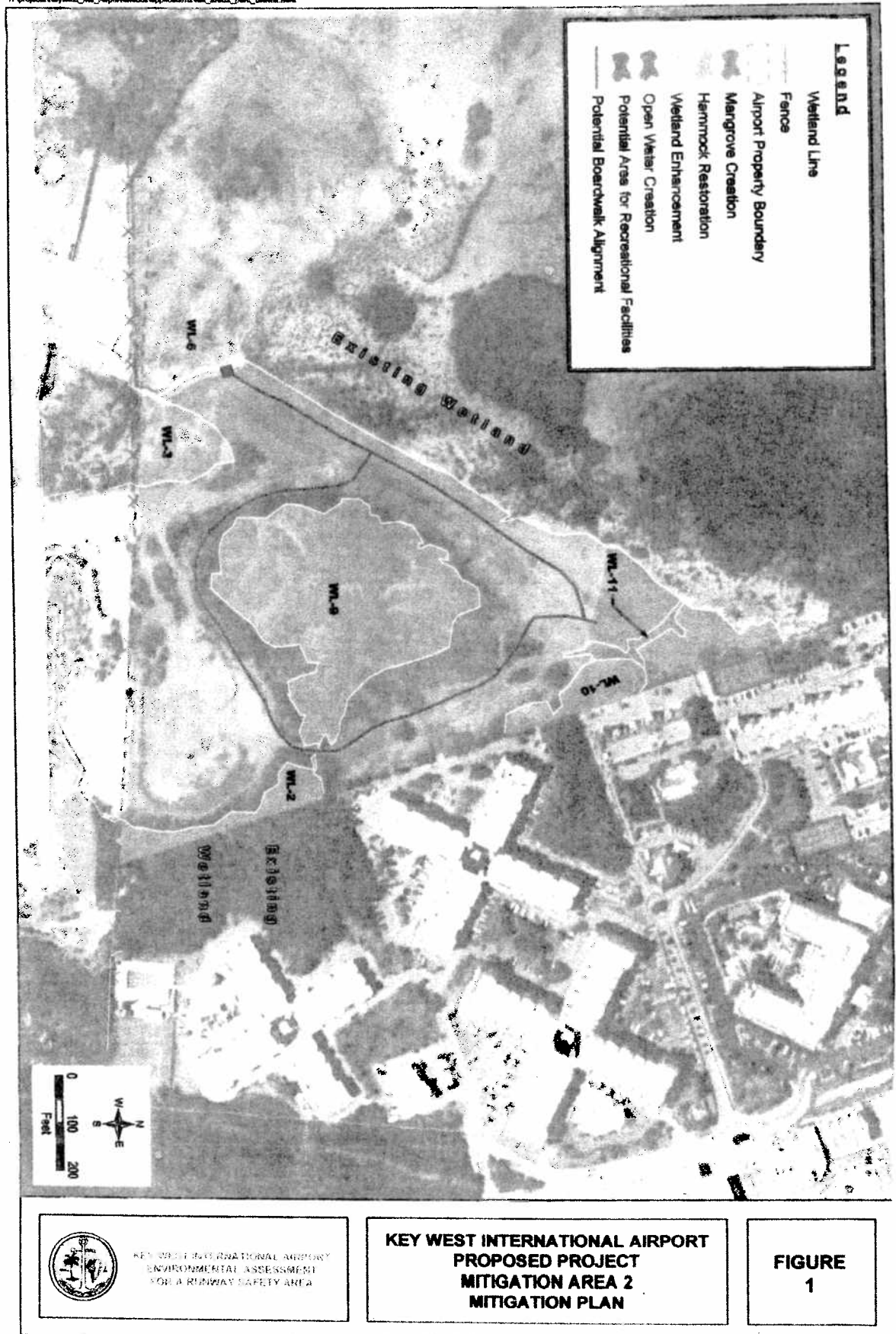

Roger Holtkamp

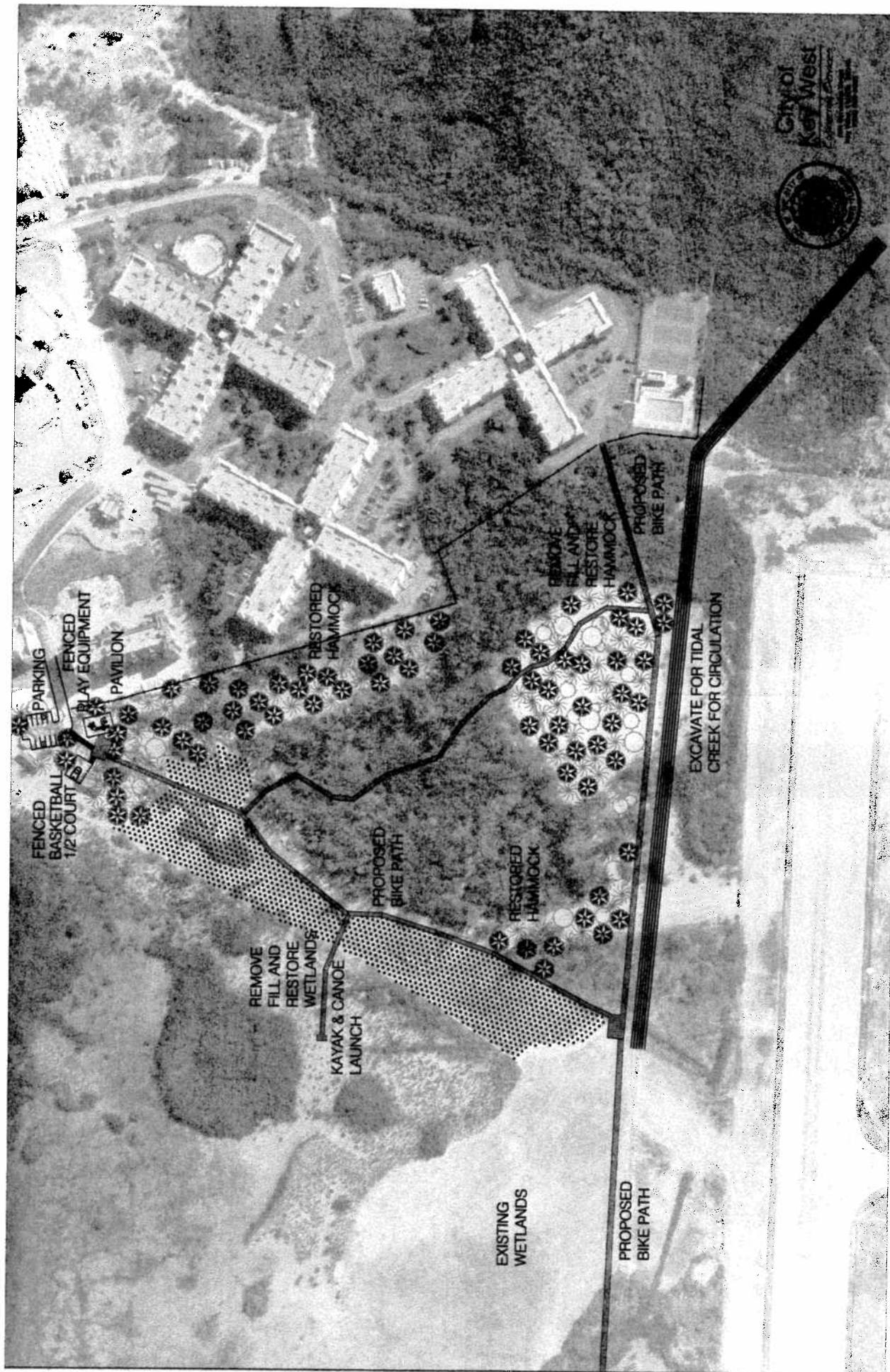
Freddy Varela


Lea Brewer, Vice Chair

Donna Nelson

Mindy Vinson





PARKING
FENCED BASKETBALL 1/2 COURT
PLAY EQUIPMENT
PAVILION

RESTORED HAMMOCK

RESTORED HAMMOCK

RESTORED HAMMOCK

EXCAVATE FOR TIDAL CREEK FOR CIRCULATION

PROPOSED BIKE PATH

REMOVE FILL AND RESTORE WETLANDS

KAYAK & CANOE LAUNCH

EXISTING WETLANDS

PROPOSED BIKE PATH

