

**PROGRAM SECTION  
INSTITUTIONAL CONTROL  
PRE-ATTORNEY-REVIEW CHECKLIST**

OGC #

15-1630

FILE NAME:

The Utility Board of City of Key West

FAC ID/PROJ. #:

44 9100316

PROGRAM AREA: Petrochem

Project Manager:

Charles Masella

Phone (239) 344-5667

Location:

South District



ICOR - OGC REVIEW REQUEST - DRC PACKAGE



ALDOCS UPLOAD OF ICOR



FDEP CONTRACT/PROJECT/SITE MANAGER'S TRANSMITTAL MEMO TO OGC

Includes:



CONTRACT/PROJECT/SITE MANAGER'S CHECKLIST



R/C DRAFTER'S TRANSMITTAL OF DRAFT R/C



DRAFT RESTRICTIVE COVENANT



EXHIBIT A



EXHIBIT B



EXHIBIT



EXHIBIT



DEEDS TO THE PROPERTY



TITLE SEARCH REPORT O+E Report dated 2-10-56 to 9-28-15



EXHIBIT OF LEGAL DESCRIPTION SEARCHED 1<sup>st</sup> pg. of O+E Report



DEEDS BACK TO ROOT OF TITLE



ENCUMBRANCES (EASEMENTS, LIENS, ETC)



COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION) Verified 12-22-15



RELATED PARTIES OR DEP CASES



NOTICE SENT TO EASEMENT HOLDER OR BANK



MISCELLANEOUS Proof of Publication Affidavit



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

The offices of the Property Appraiser will be closed **Thursday** the 24th and **Friday** the 25th for Christmas Holiday.

Website tested on IE8,  
IE9, & Firefox.  
Requires Adobe Flash  
10.3 or higher

## Property Record Card -

**Maps are now launching the new map application version.**

**Alternate Key: 1147117 Parcel ID: 00115530-000000**

### Ownership Details

**Mailing Address:**

THE UTILITY BOARD OF THE CITY OF KEY WEST  
1001 JAMES ST  
KEY WEST, FL 33040-6935

### Property Details

PC Code: 91 - UTILITIES, WATER TANKS

Millage Group: 100C

Affordable Housing: No

Section-Township-  
Range: 20-66-28

Property Location: 755 BLIMP RD CUDJOE KEY

Legal Description: 20 66 28 CUDJOE KEY PT LT 9 OR401-643-646 OR402-425-428 OR472-46-48E OR2369-2364 OR2375-834/35 OR1428-1157/75F/J OR2571-2253/75 OR2592-2258/80C



# INSTITUTIONAL CONTROL TRANSMITTAL PACKAGE

- ☒ DECLARATION OF RESTRICTIVE COVENANT  
☐ MEMORANDUM OF AGREEMENT for RESTRICTIVE COVENANT  
☐ RESTRICTIONS RELYING ON LOCAL GOV'T ORDINANCE  
☐ OTHER: \_\_\_\_\_

The following information is required to open a case in OGC:

TODAY'S DATE: December 1, 2015

PARTY/CLIENT NAME: The Utility Board of the City of Key West  
(this is the name of the PROPERTY OWNER **executing** the document)

FACILITY/SITE ID: 9100316  
(FAC ID; COM\_/PROJ#)

SITE NAME: Key West City – Cudjoe Key Peaking Station  
(if referred to by a specific project or the prior owner reference, i.e.: Former Joe's Junk Shop)

DISCHARGE DATE: June 29, 1992  
(for petroleum cleanup sites)

BSRA EXECUTION DATE: N/A  
(for Brownfield sites)

SITE ADDRESS: 755 Blimp Road, Cudjoe Key, Florida 33042  
(should be the physical address or location for these matters)

PROGRAM AREA: Storage Tanks  
DISTRICT: South District  
COUNTY: Monroe County

PROJECT/SITE MANAGER: Charles A. Masella  
(DEP staff)  
CONTACT INFO: (239) 344-5667/Charles.Masella@dep.state.fl.us  
(Phone) (Email)

PROJECT/SITE MANAGER: \_\_\_\_\_  
(DELEGATED Program staff, if any)  
CONTACT INFO: \_\_\_\_\_  
(Phone) (Email)

RELATED CASE(s) #: \_\_\_\_\_  
(if any – may be enforcement matter, or prior DRC)

PARCEL ID # if KNOWN: 00115530-000000

PROPERTY OWNER NAME: The Utility Board of the City of Key West  
ADDRESS: 1001 James Street, Key West, Florida 33040-6935  
EMAIL: [Stanley.Rzad@keysenergy.com](mailto:Stanley.Rzad@keysenergy.com)  
PHONE: (770) 640-3003

PROPERTY REP NAME: Tim Ortman  
ADDRESS: 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338  
EMAIL: [Tim.Ortman@oldcastle.com](mailto:Tim.Ortman@oldcastle.com)  
PHONE: (305) 295-1000

CONSULTANT NAME: PM Environmental, Inc.  
ADDRESS: 2131 Hollywood Boulevard, Hollywood, Florida 33020  
EMAIL: [chinfatt@pmenv.com](mailto:chinfatt@pmenv.com)  
PHONE: (954) 924-1801

\*If another Responsible Party, other than the property owner, is involved in the cleanup, please include their information:

RESPONSIBLE PARTY NAME: N/A  
CONTACT INFO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*If you are aware of a sale pending the processing of this IC, please include the purchaser's information:

BUYER NAME: N/A  
CONTACT INFO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE DRC PACKAGE DOCUMENTS: The IC Package should be scanned into Oculus as a single document. The email to the Agency Clerk requesting OGC Review of the IC Package should contain the link to the IC Package to be reviewed.

**EMAIL completed form and link to: LEA CRANDALL, AGENCY CLERK**  
[Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us)

**SITE/PROJECT SRCO WITH CONDITIONS**

The *South District* has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a *petroleum* discharge(s) dated September 21, 1995. The request for the SRCO with Conditions contains the information required in the FDEP Institutional Controls Procedures Guidance Document dated November 2013. Herein I have provided a rationale for the (*Division/District/Bureau*) concurrence with the SRCO with Conditions recommendation.

Remaining contamination is located only in the groundwater.

**RATIONALE:**

The *South District* has determined that the requirements of Rule 62-780.680(3), F.A.C., have been met for the above-referenced discharge/incident(s).

Specifically,

- The minimal groundwater contamination is being addressed through a restriction in the Draft Declaration that prohibits the use of the groundwater for the entire property. A restriction is also proposed to prohibit the installation of any monitoring wells on the property, which are not pre-approved by FDEP.

It is the *South District's* opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that remaining contamination will not pose an unacceptable risk to human health.

You will find the Attachment 5 Checklist, proof of property ownership (screenshot from county property appraiser website) and the Draft Institutional Control package at the following link to Oculus:



**ATTACHMENT 6: SAMPLE SITE/PROJECT  
MANAGER MEMORANDUM TO OGC**

TO: Lea Crandell, Agency Clerk, FDEP Office of General Counsel, Mail Station 35  
FROM: **South District, Waste Cleanup Program**  
**2295 Victoria Avenue, Suite 364, Fort Myers, Florida 33902-2549**  
DATE: December 1, 2015  
SUBJECT: SRCO with Conditions Package  
*FDEP Facility ID No.: 9100316*  
*755 Blimp Road, Cudjoe Key, Florida 33042*

The South District – Waste Cleanup Program has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a *petroleum* discharge(s) dated June 29, 1992. The request for the SRCO with Conditions contains the information required in the FDEP *Institutional Controls Procedures Guidance Document dated November 2013*. Herein I have provided a rationale for the *District* concurrence with the SRCO with Conditions recommendation.<sup>26</sup>

Contact Information

FDEP Site Manager: Charles A. Masella  
Telephone #: (239) 344-5667  
E-mail Address: [Charles.Masella@dep.state.fl.us](mailto:Charles.Masella@dep.state.fl.us)

Source Property Owner(s): The Utility Board of the City of Key West

Property Owner's Representative: Lindsay Walton  
Telephone #: (305) 777-1686  
E-mail Address: [lwalton@goldsteinenvlaw.com](mailto:lwalton@goldsteinenvlaw.com)

Consultant: PM Environmental, Inc., Candace E. Chin Fatt  
Telephone #: (954) 924-1801  
E-mail Address: [chinfatt@pmenv.com](mailto:chinfatt@pmenv.com)

Other Responsible Party involved in the cleanup (if not the property owner): N/A

Buyer (if you are aware of sale pending the processing of this IC, please include their information): N/A

Remaining contamination is located only in the groundwater

Rationale:

The *South District* has determined that the requirements of Rule 62-780.680(3), F.A.C. have been met for

the above referenced discharge.  
Specifically,

The groundwater contaminant plume is impacted with low levels of petroleum constituents. The stable, non-migrating groundwater plume is an elongated ellipse stretching from the eastern property boundary in a southerly direction. It has been demonstrated by more than one year of groundwater monitoring that the groundwater contamination is not migrating away from the localized source area. The remaining contaminant levels do not pose an unacceptable risk to human health if groundwater use is restricted. The groundwater contamination is being addressed through a restriction in the Draft Declaration that prohibits the use of the groundwater for the entire property. A restriction is also proposed to prohibit the installation of any water wells, including monitoring wells, on the property, which are not pre-approved by FDEP.

It is the South District's opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that remaining contamination will not pose an unacceptable risk to human health.

Attachments:        *Restrictive Covenant Attachment 5*  
                             *Declaration of Restrictive Covenant*  
                             *Exhibit A: Property Legal Description*  
                             *Exhibit B: Ownership and Encumbrances*  
                             *Exhibit C: Property Deed*  
                             *Exhibit D: Notice of Intent to Enter into a Restrictive Covenant*  
                             *Exhibit E: Proof of Publication of Public Notice*

## ATTACHMENT 5: DECLARATION OF RESTRICTIVE COVENANT CHECKLIST

Does site meet statutory and rule requirements that allow an SRCO with conditions? Yes X No     

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

No use of groundwater. No construction of new stormwater swales, stormwater detention or retention facilities without prior written approval of the Florida Department of Environmental Protection – Division of Waste Management (FDEP-DWM).

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For **RMO III sites**, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Section .680(2) of Chapters 62-780, F.A.C. Please refer to the rules for the specific criteria that must be met.

If **groundwater** is contaminated:

N Is an interim control proposed?;

**OR**

Y (a) Is the plume stable or shrinking?

Y (b) Is the plume contained within the property boundaries?

N (c) Is the plume less than ¼ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):

( Y ) groundwater meets low yield or poor quality designation. Please refer to guidance available at [http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/Guidance\\_for\\_Evaluation\\_of\\_Low\\_Yield\\_Poor\\_Quality\\_Criteria.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf);

( N ) an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it must be in place and PE-certified, and it must be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners .

( N ) plume affects or may potentially affect *only* a marine surface water body.

N (d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR must include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC must include language stating that these existing stormwater features shall not be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC.

If **soil** is contaminated:

NA (a) **Direct Exposure** criteria have been met. Check one or more of the following, as applicable:

( NA ) The Chapter 62-777, F.A.C., commercial/industrial SCTLs are met;

( NA ) An engineering control (EC) prevents direct exposure to contaminated soils (which may exceed



the commercial/industrial SCTLs with an EC) [See \*Note below];

( NA ) The soil meets alternative SCTLs using site-specific soil properties;

( NA ) Soil concentrations of the site-specific fractions of TRPHs do not exceed the Chapter 62-777, F.A.C., commercial/industrial SCTLs for the TRPH fractions;

( NA ) The 95% UCL approach is utilized to calculate average soil contaminant concentrations. If the 95% UCL approach is used, please describe this in the cover memo and include the exposure unit and parcel size.

NA (b) **Leachability** criteria have been met. Check one or more of the following, as applicable:

( NA ) Soil contaminant concentrations do not exceed the alternative leachability-based SCTLs established pursuant to Ch. 62-777, F.A.C., Figure 8;

( NA ) Direct leachability testing was used to meet rule criteria (e.g., SPLP or TCLP); please refer to guidance at

[http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf);

( NA ) An EC that prevents water infiltration has been implemented (e.g., an *impervious* cap such as a concrete slab, parking lot, building foundation, etc.) [See \*Note below];

( NA ) The soil meets alternative SCTLs using site-specific soil properties;

( NA ) Soil concentrations of the site-specific fractions of TRPHs do not exceed the alternative leachability-based SCTLs for the TRPH fractions;

( NA ) PRSR has demonstrated, based on site-specific conditions and at least a year of groundwater monitoring data that contaminants will not leach at concentrations that exceed the rule criteria.

**\*Note:** If an EC is used to address either Direct Exposure or Leachability for soil contamination, it must be in place and PE-certified, and it must be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC and including State Plane Coordinates or geographical coordinates for four corners.

NA If soil contamination presents a Direct Exposure threat, and the PRSR is not utilizing an EC, then the Land Use Restriction language listing the prohibited uses is included in the RC.

NA If the PRSR has elected to use an EC to prevent exposure to contaminated soil, then the Land Use Restriction language has been deleted from the RC.

Restriction Location: Entire Property   X   Portion of Property           

Why are these restrictions adequate? (Found in letter to owner preliminarily agreeing to use of conditional SRCO.) The restrictions are adequate because the plume is contained, is not spreading, and restrictions, beyond what is already required by county ordinance, will be placed upon groundwater use.

SRCO will be issued after RC recorded (Final RC).   Y  , or  
SRCO will *not* be issued after RC recorded (Interim RC).       

If a restrictive covenant is appropriate, the following supporting documents must be provided to the FDEP OGC:

Copy of the deed is included. Yes   X   No       

Does the name of the owner/grantee on the deed match the name of the person who claims to be the property owner? Yes   X   No

Property ownership confirmed on county internet web site. Yes X No     

Legal description of the entire property (Exhibit A to covenant) is included even if only a portion of the property will be encumbered/restricted. Yes X No     

If only a portion of the parcel will be restricted, then:

A Specific Purpose Survey, Boundary Survey or Sketches to Accompany Descriptions (as defined under Chapter 5J-17, F.A.C.) prepared using the minimum technical standards (MTS)(collectively referred to as a "Survey") must be provided, and it must include four corners labeled with the State Plane Coordinates (SPC) system or geographical coordinates, clearly labeling the attachment as Exhibit "B," and labeling the encumbered area on the attachment as "restricted area" or another phrase that tracks the RC language] (Exhibit B to covenant).

Yes      No      N/A X

Title Report is included [Title search commences with instrument constituting root of title under Marketable Record Title Act (MRTA) that is at least 30 years old and includes review of all subsequently recorded instruments, and prior recorded instruments that are not eliminated by MRTA.] Yes X No     

Tax Lien information – either that lien has been removed or copy of lien—is included.

Yes      No      N/A X

Easements are included (list of any easements & copies of recorded easements.)

Yes X No      N/A     

A Diagram of the location of the easements in relation to the restricted area is included.

Yes X No      N/A     

Leases – copies of all recorded leases, subleases and assigned leases are included.

Yes      No      N/A X

UCC Liens – copies of and releases from any liens are included.

Yes      No      N/A X

A completed and signed Subordination or Joinder and Consent is included only for any liens, leases, easements or other encumbrances that are in material conflict with the provisions of the RC: Yes X No      N/A      (Notice was sent instead)

A completed and signed Subordination of Mortgage is included only for each financial institution or lender of existing mortgages for which a material conflict exists with the provisions of the RC. Yes      No      N/A X

Is 95% UCL analysis used? Yes      No X

If yes, what is the exposure unit and parcel size?                     ,                     

Has the PRSR provided actual notice of the proposed IC/EC to **all** mortgagors and holders of liens, leases or other encumbrances on the property?

Yes      No X



**Awaiting FDEP Approval of NFA-C package – See template letter which will be sent to all recorded interestholders (Schedule “C”)**

Has the PRSR published constructive notice regarding use of IC/EC based upon preliminary approval of the Conditional No Further Action Proposal?

Yes ☒ No ☐

If yes, where Weekly Newspapers and when November 20, 2015 ?

Has the 30 day comment period elapsed? Yes ☐ No ☒

Cover memo to Tallahassee is included. Yes ☒ No ☐

Site/Project Mgr. Name: Charles A. Masella

Address 2295 Victoria Avenue, Suite 364, Fort Myers, Florida 33901

Email: Charles.Masella@dep.state.fl.us

Phone: (239) 344-5667

Prop. Owner Name The Utility Board of the City of Key West

Contact: Lindsay Walton

Address One SE Third Avenue, Suite 2120, Miami, Florida 33131

Email lwalton@goldsteinenvlaw.com

Phone (305) 777-1686

Contractor Name PM Environmental, Inc.

Contact: Candace E. Chin Fatt

Address 2131 Hollywood Boulevard, Hollywood, Florida 33020

Email chinfatt@pmenv.com

Phone (954) 924-1801

**MAIL:**

☒ District lead sites – mail directly to appropriate program attorney (or, if the site is in enforcement, to the enforcement attorney) in FDEP OGC Tallahassee.

☐ Contracted local government lead sites– mail directly to the FDEP liaison who will contact the appropriate Tallahassee technical support for review prior to OGC review.



**This instrument prepared by:**

Dalayna M. Tillman, Esq.  
The Goldstein Environmental Law Firm, P.A.  
One Southeast Third Avenue, Suite 2120  
Miami, Florida 33131  
Tel: (305) 777-1686  
Email: [dtillman@Goldsteinenvlaw.com](mailto:dtillman@Goldsteinenvlaw.com)

**DECLARATION OF RESTRICTIVE COVENANT**

This **DECLARATION OF RESTRICTIVE COVENANT** (hereinafter "Declaration") is made by **THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA**, authorized to conduct business in the State of Florida (hereinafter "Grantor") and the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** (hereinafter "FDEP"). The Grantor and the FDEP are the "Parties" under this Declaration.

**I. Recitals**

A. The Grantor is the fee simple owner of that certain real property situated in the City of Cudjoe Key, Monroe County, Florida, more particularly described in the legal description attached hereto at Exhibit A and made a part of this Declaration hereof (hereinafter the "Property"). The street address of the Property is 755 Blimp Road, Cudjoe Key, Monroe County, FL, and the parcel identification number is 00115530-000000.

B. The FDEP Facility Identification Number for the Property is 9100316.

C. The Property was formerly used as a peaking electric station, which operated two diesel-powered generators to provide power supply to local residents during high demand periods. In connection with former site uses, a petroleum discharge was discovered on June 29, 1992. Groundwater assessment activities at the Property identified exceedances of petroleum constituents, including Benzene, Ethylbenzene, Isopropylbenzene, Naphthalene, and 1-Methylnaphthalene. Petroleum constituent impacts are documented to be limited to the Property boundary and are not migrating off-site. The assessment of groundwater at the Property is documented in the following reports that are incorporated into this Declaration by reference (hereinafter, the "Environmental Reports"):

1. Limited Scope Remedial Action Report, Cudjoe Key Peaking Site, prepared to ENVIROTEK, dated July 9, 2009;
2. Correspondence from J. Iglehart, FDEP, to S. Rzaad, Keys Energy Services, regarding Approval of Natural Attenuation Monitoring Plan, dated June 18, 2014;

3. 4<sup>th</sup> Quarter, 1<sup>st</sup> Year Natural Attenuation Monitoring Report, prepared by PM Environmental, dated July 10, 2015; and
4. Correspondence from C. Masella, FDEP, to S. Rzad, Keys Energy Services, regarding Key West City – Cudjoe Key Peaking Station, dated July 16, 2015.

D. The Environmental Reports set forth the nature and extent of the contamination located at the Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exist on the Property. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary, and that the groundwater contamination is not migrating.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue the Grantor, or its respective successors or assigns, a Site Rehabilitation Completion Order (hereinafter "SRCO") upon recordation of this Declaration, and the FDEP can unilaterally revoke the SRCO if the conditions of this Declaration or of the SRCO are not met. Additionally, if concentrations of chlorinated solvents increase above the levels approved in the SRCO, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The SRCO relating to this Declaration can be found by contacting the South District office of the FDEP.

G. The Grantor deems it desirable and in the best interest of all present and future owners of the Property that an SRCO be obtained and maintained so long as contaminants remain at the Property above applicable cleanup target levels, and that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

## **II. Agreement**

**NOW, THEREFORE**, to induce the FDEP to issue the SRCO and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned Parties, Grantor agrees as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. The Grantor hereby imposes on the Property the following restrictions:
  - a. There shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management, in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the Water Management Districts ("WMD"). Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Property. For any dewatering activities, a

plan approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "Grantor" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to GRANTOR.

5. It is the intention of Grantor that the restrictions contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of Grantor and to the FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof as provided by applicable law. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the Grantor to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by Grantor and the FDEP as provided in Paragraph 7 of this Declaration. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. If the Grantor does not or will not be able to comply with any or all of the provisions of this Declaration, the Grantor shall notify the FDEP in writing within three (3) calendar days. Additionally, Grantor shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of these restrictions, Grantor shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the Grantor agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.

7. This Declaration is binding until a partial or full release of this Declaration is executed by the FDEP Secretary (or by the Secretary's designee) and by the Grantor and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove this Declaration or any requirement herein, applicable cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved at the Property. This Declaration may be modified in writing only. Any modification of or amendment to this Declaration must be executed by both the Grantor and the FDEP and be recorded by the Grantor as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.



9. The Grantor covenants and represents that on the date of execution of this Declaration that the Grantor is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Grantor has executed this Declaration, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BY: The Utility Board of the City of Key West, Florida  
d/b/a KEYS Energy Services  
1001 James Street  
Key West, FL 33040

\_\_\_\_\_  
Peter Batty, Chairman

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

**NOTARY**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Senior Assistant General Counsel

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL  
PROTECTION

By:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
JON IGLEHART  
Director of District Management

\_\_\_\_\_  
Signature

Dept. of Environmental Protection  
South District  
P.O. Box 2549  
Fort Myers, Florida 33902-2549

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by JON IGLEHART, who is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida at Large

# Exhibit A



## **Exhibit A**

### **Legal Description**

All of Government Lot 9 of Section 20, Township 66 South, Range 28 East, on Cudjoe Key, Monroe County, Florida, lying Westerly of right-of-way line of Blimp Road, a 100 foot wide public right-of-way.

## OWNERSHIP AND ENCUMBRANCE REPORT (continued)

# Property Info Corporation

File No.: KES - Cudjoe Key Site

## OWNERSHIP AND ENCUMBRANCE REPORT

THIS CERTIFIES, that according to the records in the Office of the Clerk of the Circuit Court of Monroe County, State of Florida, from 02/10/1956 to 09/28/2015 @ 08:00 AM, The Utility Board of the City of Key West, Florida, by virtue of conveyance recorded 10/09/2012 in Official Records [Book 2592, Page 2258](#), of the Public Records of Monroe County, Florida, is/are the apparent record owner(s) of the following described land (hereinafter referred to as the "Property"), situate, lying and being in the County of Monroe, State of Florida, to-wit:

### LEGAL DESCRIPTION:

All of Government Lot 9 of Section 20, Township 66 South, Range 28 East, on Cudjoe Key, Monroe County, Florida, lying Westerly of right-of-way line of Blimp Road, a 100 foot wide public right-of-way.

### SUBJECT TO THE FOLLOWING:

1. Taxes and assessments for the year 2014 under Tax I.D. Number [0011553000000206628](#), shows NO TAXES DUE.
2. DEED RESTRICTIONS: For information purposes: Final Judgment recorded in Official Records [Book 1428, Page 1157](#), of the Public Records of Monroe County, Florida, being Case 96-971-CA-18 – regarding other property deeded to the City of Key West but used by the Utility Board; The City of Key West vs. The Utility Board of the City of Key West; Ordered and Adjudged that the right to dispose of the subject property is vested in the Utility Board in its exclusive discretion; the City of Key West and its city commission does not have the power to amend or modify the Special Act of Legislation creating the Utility Board and the Utility Board is not obligated to turn the property owner to the City.
3. Easement contained in instrument recorded 03/19/1971, in Official Records [Book 472, Page 46](#), of the Public Records of Monroe County, Florida.
4. The subject property appears to border on a body of water.

### COMPLETE CHAIN OF TITLE:

1. Warranty Deed from Shirley Wood, joined herein by her husband, Norman Wood to The County of Monroe, recorded 02/13/1956, in Official Records [Book 55, Page 83](#), of the Public Records of Monroe County, Florida.
2. Warranty Deed from Shirley Wood, joined by her husband, Norman B. Wood to The City of Key West, Florida, recorded 12/05/1967, in Official Records [Book 401, Page 643](#), of the Public Records of Monroe County, Florida.

## OWNERSHIP AND ENCUMBRANCE REPORT (continued)

3. Warranty Deed from Bernie C Papy, Jr., joined by his wife, Marilyn M. Papy to The City of Key West, Florida, recorded 12/05/1967, in Official Records [Book 401, Page 645](#), of the Public Records of Monroe County, Florida.
4. Warranty Deed from Bernie C. Papy, Jr., joined by his wife, Marilyn M. Papy to The City of Key West, Florida, recorded 12/05/1967, in Official Records [Book 402, Page 425](#), of the Public Records of Monroe County, Florida. Note: This is a corrective deed, correcting the description in Official Records [Book 401, Page 645](#).
5. Warranty Deed from Shirley Wood, joined by her husband, Norman B. Wood to The City of Key West, Florida, recorded 12/05/1967, in Official Records [Book 402, Page 427](#), of the Public Records of Monroe County, Florida. Note: This is a corrective deed, correcting the description in Official Records [Book 401, Page 643](#).
6. Warranty Deed from The Utility Board of the City of Key West, Florida to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, recorded 07/03/2008, in Official Records [Book 2369, Page 2364](#), of the Public Records of Monroe County, Florida.
7. Quit Claim Deed from Monroe County, Florida, a political subdivision of the State of Florida to The Utility Board of the City of Key West, Florida, recorded 08/08/2008, in Official Records [Book 2375, Page 834](#), of the Public Records of Monroe County, Florida.
8. Corrective Quit Claim Deed from The Utility Board of the City of Key West, Florida to The Utility Board of the City of Key West, Florida, recorded 05/29/2012, in Official Records [Book 2571, Page 2253](#), of the Public Records of Monroe County, Florida.
9. Corrective Quit Claim Deed from The Utility Board of the City of Key West, Florida to The Utility Board of the City of Key West, Florida, recorded 10/09/2012, in Official Records [Book 2592, Page 2258](#), of the Public Records of Monroe County, Florida.

(The items shown herein are the only pertinent instruments affecting the above land, for the period stated above)

***THIS COMPANY, in issuing this O & E Report (hereinafter referred to as the "Report"), assumes no liability on account of any instrument or proceedings, in the chain of title to the Property, which may contain defects that would render such instrument or proceedings null and void or defective. All instruments in the chain of title to the Property are assumed to be good and valid.***

***The Company's liability for this Report is limited to \$1,000 and extends only to the Customer who placed the order with the Company. No one else may rely upon this Report. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the limited amount stated above. This Report contains no expressed or implied opinion, warranty, guarantee, insurance or other similar assurance as to the status of title to real property. This report should only be relied upon for title information and, therefore, should be verified by a commitment for title insurance.***

**Issued: 10/22/2015  
Property Info Corporation**





## Document List:

Link to download all images: [TSR Images](#)

RECORDED	PARTY 1	PARTY 2	INST. TYPE	INST. NO.	REMARKS
2014	The Utility Board of the City of Key West	County of Monroe	ASSESSOR (ASSESSOR)	<u>Instrument</u> <u>00115530-000000</u>	
03/19/1971	Utility Board of the City of Key West, Florida	Rimersburg Coal Company	EASEMENT (Easement)	<u>Book 472, Page 46</u>	
02/13/1956	Shirley Wood	County of Monroe	TRANSFER (Warranty Deed)	<u>Book 55, Page 83</u>	
12/05/1967	Shirley Wood	The City of Key West	TRANSFER (Warranty Deed)	<u>Book 401, Page 643</u>	
12/05/1967	Bernie C. Papy Jr	The City of Key West	TRANSFER (Warranty Deed)	<u>Book 401, Page 645</u>	
12/18/1967	Bernie C. Papy Jr	The City of Key West	TRANSFER (Warranty Deed)	<u>Book 402, Page 425</u>	
12/18/1967	Shirley Woods	The City of Key West	TRANSFER (Warranty Deed)	<u>Book 402, Page 427</u>	
07/03/2008	Util Board City Key W	Board Trustees Internal Impr Trust Fund State FL	TRANSFER (Warranty Deed)	<u>Book 2369, Page 2364</u>	
08/08/2008	Monroe Cty FL	Util Board City Key W	TRANSFER (Quit Claim Deed)	<u>Book 2375, Page 834</u>	
05/29/2012	Util Board City Key W FL	Util Board City Key W FL	TRANSFER (Quit Claim Deed)	<u>Book 2571, Page 2253</u>	
10/09/2012	Util Board City Key W FL and Keys Energy SVC	Util Board City Key W FL	TRANSFER (Quit Claim Deed)	<u>Book 2592, Page 2258</u>	
10/31/1996	Final Judgment		COURT (Other)	<u>Book 1428, Page 1157</u>	
10/22/2015	0011553000000206628		MISCELLANEOUS (Miscellaneous)	<u>Instrument</u> <u>0011553000000206628</u>	

202060

GRANT OF EASEMENT

THIS INDENTURE, made the 11th day of March, 1971  
between the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, (herein called the  
"Grantor") and the Rimersburg Coal Company, (herein called the "Grantee").

WHEREAS, the Grantee has requested the conveyance of an easement for  
the right of ingress and egress over property of the Grantor so as to afford  
the Grantee complete use and enjoyment of this easement.

NOW, this indenture witnesseth that, the Grantor grants unto the said  
Grantee, its secessors and assigns an easement for the rights of ingress and  
egress, such easement to be confined to that portion of the property which is  
described as follows:

A fifty (50') by two hundred (200') feet strip of land in  
a part of Government Lot 9, Section 20, Township 66 South,  
Range 28 East, on Cudjoe Key, Monroe County, Florida and being  
more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of Government Lot 9,  
bear North, along the line dividing Government Lots 8 and 9,  
twelve hundred-seventy (1270') feet to the Point-of-Beginning  
of the strip of land hereinafter described; from said Point-  
of-Beginning, continue bearing North, fifty (50') feet;  
thence bear West, two hundred (200') feet to the East right-  
of-way line of the existing State Road; thence bear South,  
along the East right-of-way line of said State Road, fifty  
(50') feet; thence bear East, two hundred (200') feet back  
to the Point-of-Beginning.

The above description is intended to describe a  
fifty (50') feet wide access road.

This easement is granted subject to the following conditions:

1. The Grantee's rights hereunder shall be subject to such reasonable  
rules and regulations as may be promulgated by the UTILITY BOARD OF THE CITY OF  
KEY WEST, FLORIDA, to insure that the exercise of such rights shall not  
interfere with the activities of the UTILITY BOARD OF THE CITY OF KEY WEST,  
FLORIDA.

2. The Grantee covenants that it will indemnify and save and hold  
harmless the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, its officers,  
agents, and employees for and from any and all liabilities or claims for loss  
of or damage to persons and any property owned by or in the custody of Grantee,  
its officers, agents, servants, employees, subtenants, licensees, or invitees,  
or for the death of or injury to any persons which may arise out of or be  
attributable to the condition, state of repair or Grantee's use and occupancy  
of the premises, whether or not the same shall be occasioned by the negligence  
or lack of deligence or other cause on the part of Grantee, its officers, agents,  
servants, employees, subtenants, licensees, or invitees.

FILED FOR RECORD  
1971 MAR 19 PM 3:14  
EARL R. JAMES, CLERK OF CIRCUIT COURT  
MONROE COUNTY, FLORIDA



REF 472 PAGE 47  
C. G. BAILEY & ASSOCIATES  
LAND SURVEYORS

Post Office Box 722, Maitland, Florida 32751  
Telephone 941-2161 - 941-2162

COMP. BY C.G.B.

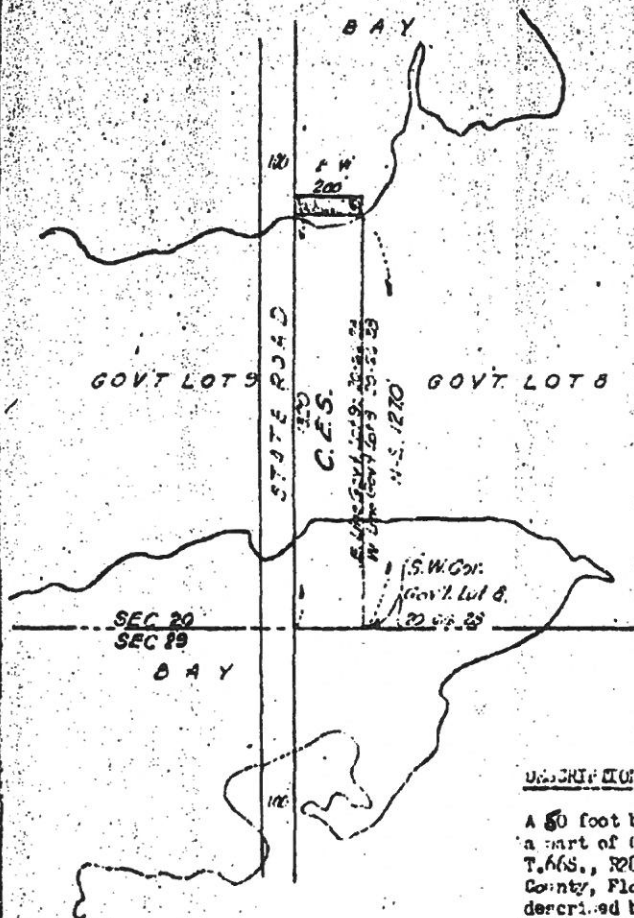
CHK. BY

DATE 2/27/71

SHEET No. 1

JOB No. McKay, L. & S.

SUBJECT



DESCRIPTION:-

A 50 foot by 200 foot strip of land in a part of Government Lot 9, Section 20, T.46S., R.28E., on Oudjoe Key, Monroe County, Florida and being more particularly described by rates and bounds as follows:

Commencing at the Southeast Corner of Government Lot 9, bear North, along the line dividing Government Lots 8 and 9, 1270 feet to the POINT OF BEGINNING of the strip of land hereinafter described; from said POINT OF BEGINNING, continue bearing North, 50 feet; thence bear West, 200 feet to the East right-of-way line of the existing State Road; thence bear South, along the East right-of-way line of said State Road, 50 feet; thence bear East, 200 feet, back to the POINT OF BEGINNING.

I HEREBY CERTIFY: That the attached plat and description are true and correct to the best of my knowledge and belief as plotted and prepared by me.

*C.G. Bailey*

C. G. Bailey, M.C. Fla.  
Land Surveyor No. 620

3. All or any part of the easement herein granted may be terminated upon failure on the part of the Grantee to comply with any of the terms and conditions of this grant; upon abandonment of the rights granted herein, or upon nonuse of such rights for a period of two consecutive years.

4. The Grantor reserves the right to use the premises which are the subject of this easement for any purpose which does not create an unreasonable interference with the use and enjoyment by the Grantee of the easement right granted herein.

IN WITNESS WHEREOF, the Grantor of an easement provided for herein has caused these presents to be executed by its authorized officer as of this 11th day of March, A. D., 1971.

Ralph Robert  
 BY: Henry E. Coleman  
 Its Chairman  
 ATTEST: William T. Cates  
 Its Secretary  
 Witnesses as to execution by  
 UTILITY BOARD OF THE CITY  
 OF KEY WEST, FLORIDA

STATE OF FLORIDA ss  
 COUNTY OF MONROE  
 On this the 11th day of March 1971. Before me personally appeared Henry E. Coleman and William T. Cates Chairman and Secretary respectively of the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, and acknowledged that they executed the above instrument.

Myrion Thompson  
 Notary Public  
 NOTARY PUBLIC, STATE OF FLORIDA  
 MY COMMISSION EXPIRES JANUARY 1, 1972  
 BONDED THROUGH FRED W. HARTMAN  
 202060  
 Recorded in Official Record Book  
 Monroe County, Florida  
 CARL R. ADAMS  
 CLERK OF CIRCUIT COURT  
 TUESDAY, MARCH 16, 1971





State of Florida,

BOOK OR PAGE 84

County of Monroe

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

William Wood and Nina Wood, her husband,

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that

executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said

known to me to be the wife of the said Norman Wood

on a separate and private examination taken and made by and before me, separately

and apart from her said husband, did acknowledge that she made herself a party

to said deed for the purpose of renouncing, relinquishing and conveying all her

right, title and interest, whether of dower, homestead or of separate property,

statutory or equitable, in and to the lands described therein, and that she executed

the said deed freely and voluntarily and without any compulsion, constraint,

apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Key West

County of Monroe and State of Florida, this 25th

day of November, A. D. 1955

Paul E. Sawyer  
My Commission Expires 10-31-58 Notary Public

Married Deed

wood

TO

County of Monroe

Date

November 25, 1955

ABSTRACT OF DESCRIPTION

RECORD VERIFIED

STATE OF FLORIDA.

County of Monroe

On this 13th day of February

A. D. 1956 at 11:30 clock a.m., this

instrument was filed for record, and

being duly acknowledged and proven,

I have recorded the same on pages

83/2A of Book 4-55 in the

public records of said County.

In Witness Whereof, I have here-

unto set my hand and affixed the

seal of the Circuit Court of the

sixteenth Judicial Circuit

of said State, in and for said County.

J. E. ADAMS

Clerk

By:

William Wood

D. C.

156124

# *Chiss Indenture*

FILED FOR RECORD

1967 DEC -5 AM 11:14

Made this 28TH day of April 1967  
Between Shirley Wood, joined herein by her husband  
Norman B. Wood,

FILED DEC 5 1967  
CLERK OF COUNTY, FLORIDA  
Filing Fee \$99.10

of the County of Monroe, and State of Florida,  
parties of the first part, and THE CITY OF KEY WEST, FLORIDA, a municipal  
corporation existing under the laws of the State of Florida  
having its principal place of business in the County of Monroe  
State of Florida, party of the second part,

**Witnesseth**, that the said parties of the first part, for and in consideration  
of the sum of Ten Dollars and other valuable considerations, ~~to them~~  
to them in hand paid, the receipt whereof is hereby acknowledged; have  
granted, bargained, sold, aliened, released, conveyed, confirmed and con-  
firmed and by these presents do grant, bargain, sell, alien, release,  
convey and confirm unto the said party of the second part and its succe-  
sors and assigns forever, all that certain parcel of land lying and being in the  
County of Monroe and State of Florida, more particularly  
described as follows:

An undivided one-half interest in a tract of land in a part of the  
Southwest Quarter of Section 20, T.66 S., R.28 E., on Cudjoe Key,  
Monroe County, Florida, and being more particularly described by  
metes and bounds as follows:

Commencing at the Southeast Corner of the Southwest Quarter of Section  
20, said Corner to be known as the Point of Beginning of the tract of  
land hereinafter described, bear West along the South Line of Section  
20, 200.00 feet to the East right-of-way line of the State Road;  
thence bear North along the East Line of the State Road, 1320.00 feet;  
thence bear East 200.00 feet to the East Line of the Southwest Quarter  
of Section 20; thence bear South, 1320.00 feet along the East Line of  
the Southwest Quarter of Section 20, 1320.00 feet, back to the Point  
of Beginning.

The above described land is located in a part of Government Lot 9,  
Section 20, T. 66 S., R. 28 E.

**Together with all the tenements, hereditaments and appurtenances, with  
every privilege, right, title, interest and estate, dower and right of dower, reversion,  
remainder and easement thereto belonging or in anywise appertaining:**

**To Have and to Hold** the same in fee simple forever.

And the said parties of the first part do covenant with the said party of  
the second part that they are lawfully seized of the said premises, that they are  
free of all incumbrance, and that they have good right and lawful authority  
to sell the same; and that said parties of the first part do hereby fully warrant  
the title to said land, and will defend the same against the lawful claims of all  
persons whomsoever.

**In Witness Whereof**, the said parties of the first part have hereunto  
set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

*Pauline B. Pope*  
*Paul E. Sawyer*  
*Pauline B. Pope*  
*Paul E. Sawyer*

*Shirley Wood*  
Shirley Wood  
*Norman B. Wood*  
Norman B. Wood





401 PAGE 645

156125

# Warranty Deed

FOR RECORD

Made this 24TH day of April.

1967 DEC -5 AM 11:14

Between Bernie C. Papy, Jr., joined herein by his wife  
Marilyn M. Papy,

EARL R. DAVIS, CLERK, CT. CT.  
COUNTY, FLORIDA

Pub. Rec. Stamp  
\$ 99.00

of the County of Monroe, and State of Florida,  
parties of the first part, and THE CITY OF KEY WEST, FLORIDA, a municipal  
corporation existing under the laws of the State of Florida  
having its principal place of business in the County of Monroe and  
State of Florida, party of the second part,

**Witnesseth**, that the said parties of the first part, for and in consideration  
of the sum of Ten Dollars and other valuable considerations, ~~to them~~  
to them in hand paid, the receipt whereof is hereby acknowledged, have  
granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and con-  
firmed and by these presents do grant, bargain, sell, alien, remise, release,  
enfeoff, convey and confirm unto the said party of the second part and its suc-  
cessors and assigns forever, all that certain parcel of land lying and being in the  
County of Monroe and State of Florida, more particularly  
described as follows:

An undivided one-half interest in a tract of land in a part of the  
Southwest Quarter of Section 20, T.66 S., R.28 E., on Cudjoe Key,  
Monroe County, Florida, and being more particularly described by  
metes and bounds as follows:  
Commencing at the Southeast Corner of the Southwest Quarter of Section  
20, said Corner to be known as the Point of Beginning of the tract of  
land hereinafter described, bear West along the South Line of Section  
20, 200.00 feet to the East right-of-way line of the State Road;  
thence bear North along the East Line of the State Road, 1320.00 feet;  
thence bear East 200.00 feet to the East Line of the Southwest Quarter  
of Section 20; thence bear South, 1320.00 feet along the East Line of  
the Southwest Quarter of Section 20, 1320.00 feet, back to the Point  
of Beginning.

The above described land is located in a part of Government Lot 9,  
Section 20, T. 66 S., R. 28 E.

**Together with all the tenements, hereditaments and appurtenances, with  
every privilege, right, title, interest and estate, dower and right of dower, reversion,  
remainder and easement thereto belonging or in anywise appertaining:**

**To Have and to Hold** the same in fee simple forever.

And the said parties of the first part do covenant with the said party of  
the second part that they are lawfully seized of the said premises, that they are  
free of all incumbrance, and that they have good right and lawful authority  
to sell the same; and that said parties of the first part doth hereby fully warrant  
the title to said land, and will defend the same against the lawful claims of all  
persons whomsoever.

**In Witness Whereof**, the said parties of the first part have hereunto  
set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

*[Signature]*  
as to Bernie C. Papy, Jr.  
*[Signature]*  
as to Marilyn M. Papy  
*[Signature]*  
as to Marilyn M. Papy

*[Signature]*  
Bernie C. Papy, Jr.  
*[Signature]*  
Marilyn M. Papy



State of Florida,

REC 401 PAGE 646

County of MONROE,

I Herby Certify That on this 28TH day of April, A. D. 1967, before me personally appeared Marilyn M. Papy, wife of the within named Bernie C. Papy, Jr., one of to me known to be the persons described in and who executed the foregoing conveyance to THE CITY OF KEY WEST, FLORIDA,

and ~~personally~~ acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned; Witness my signature and official seal at Key West, Monroe, and State of Florida, the day and year last aforesaid.

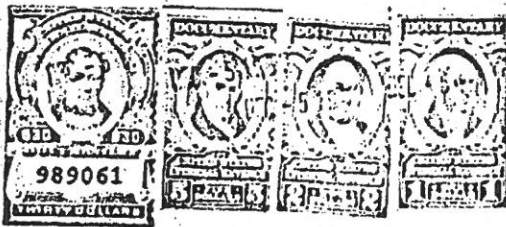
Mary Anne M. Papy

My Commission Expires

Notary Public, State of Florida at Large



NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES AUG. 2, 1970  
MADEU THROUGH FRED W. DIESTELHORST



156125  
Maurice J. Adams  
CORPORATION

OF DESCRIPTION  
TO  
40 25  
38 50  
140 75

STATE OF FLORIDA, ss.  
COUNTY OF LEON,

I HEREBY CERTIFY, That on this 24TH day of April, A.D. 1967, before me personally appeared Bernie C. Papy, Jr., to me known to be one of the persons described in and who executed the foregoing conveyance to THE CITY OF KEY WEST, FLORIDA, and acknowledged the execution thereof to be his free act and deed for the uses and purposes thorein mentioned.

WITNESS my signature and official seal at Tallahassee, in the County of Leon, and State of Florida, the day and year last aforesaid.



Maurice J. Adams  
Notary Public, State of Florida at Large  
156125

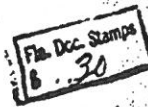
My Commission Expires:  
Notary Public, State of Florida at Large.  
My Commission Expires Sept. 19, 1967

Entered in Official Records  
Moore County, Florida  
EARL R. ADAMS  
CLERK OF CIRCUIT COURT  
RECORD SECTION

# 156616 This Indenture.

Made this 19th day of December, A. D. 1967,  
Between Bernie C. Papy, Jr., joined herein by his wife, Marilyn M. Papy,

of the County of Monroe and State of Florida,  
parties of the first part, and The City of Key West, Florida,  
municipal  
incorporation existing under the laws of the State of Florida  
having its principal place of business in the County of Monroe  
State of Florida, party of the second part,



**Witnesseth**, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Monroe and State of Florida, more particularly described as follows:

An undivided one-half interest in Lot 9, of Section 20, in Township 66 South of Range 28 East. Said Lot 9 being on Cudjoe Key. Reference is hereby made to Deed recorded in Book C-1, Page 153 and Deed recorded in Book D-1, Page 129 of the Public Records of Monroe County, Florida. Said Lot 9 contains sixty-four and one-half (64-1/2) acres, more or less. LESS lands described in Deed recorded in O. R. Book 55, page 83, Public Records, Monroe County, Fla. The above Deed is a corrective Deed being given to correct the description contained in that certain Warranty Deed given by the grantors to the grantee herein, dated the 24th day of April, 1967, and recorded in Official Record Book 401, pages 645 and 646 of the Public Records of Monroe County, Florida.

FILED FOR RECORD  
1967 DEC 18 PM 3:10  
CLERK OF THE COUNTY OF MONROE, FLORIDA



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

**To Have and to Hold** the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof**, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

*Mary Anne Malick*  
*Paul E. Sledge*

Witnesses as to the signatures of  
Bernie C. Papy, Jr. & Marilyn M. Papy.

*Bernie C. Papy, Jr.*  
*Marilyn M. Papy*

Bernie C. Papy, Jr.  
Marilyn M. Papy

402 PAGE 426

I Heretby Certify That on this 18th day of December, A. D. 1967, before me personally appeared Bernie C. Papy, Jr. and Marilyn M. Papy, his wife,

and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned;

Witness my signature and official seal at Key West,  
in the County of Monroe and State of Florida, the day and  
year last aforesaid. (Seal)

Mary Anne McElketh  
Notary Public, State of Fla. at Large.

NOTARY PUBLIC, STATE of FLORIDA at LARGE  
MY COMMISSION EXPIRES AUG. 22, 1970  
WITNESSED THROUGH FRED W. DIESTELHORST



156616

RECORDED IN CIRCUIT RECORD BOOK  
Madison County, Alabama  
E. H. N. ADAMS  
CLERK OF CIRCUIT COURT  
RECORD VERIFIED

**PAUL E. SAWYER**  
ATTORNEY AT LAW  
KEY WEST, FLORIDA

THE CITY OF KEY WEST, FLA.  
Date \_\_\_\_\_

## ABSTRACT OF DESCRIPTION

TO CORPORATION  
BERNIE C. PAPY, Jr., et ux

**Deinde**

STAMPING \$ 2.25  
STAMPS 3.6  
STAMPS  
INDEBTABLE TAX  
TOTAL \$ 3.15



# 156617 This Indenture.

Made this 18th day of December, A. D. 1967,  
Between Shirley Wood, joined herein by her husband, Norman B. Wood,

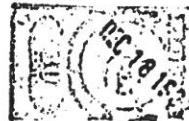
of the County of Monroe and State of Florida,  
parties of the first part, and The City of Key West, Florida,  
municipal  
a corporation existing under the laws of the State of Florida,  
having its principal place of business in the County of Monroe and  
State of Florida, party of the second part,

Fla. Doc. Stamp  
6.30

**Witnesseth**, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations, ~~XXXXXX~~ to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed, confirmed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Monroe and State of Florida, more particularly described as follows:

An undivided one-half interest in Lot 9, of Section 20, in Township 66 South of Range 28 East, Said Lot 9 being on Cudjoe Key. Reference is hereby made to Deed recorded in Book C-1, Page 153 and Deed recorded in Book D-1, Page 129 of the Public Records of Monroe County, Florida. Said Lot 9 contains sixty-four and one-half (64-1/2) acres, more or less. LESS lands described in Deed recorded in O. R. Book 55, page 83, Public Records, Monroe County, Fla. The above Deed is a corrective Deed being given to correct the description contained in that certain Warranty Deed given by the grantors to the grantee herein, dated the 28th day of April, 1967, and recorded in Official Record Book 463 pages 643 and 644 of the Public Records of Monroe County, Florida.

FILED FOR RECORD  
1967 DEC 18 PM 3:44  
CLERK OF DIST. CT.  
MONROE COUNTY, FLORIDA



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

**To Have and to Hold** the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof**, the said parties of the first part have herunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Paul E. Sawyer  
Mary Anne W. Wickett  
Witnesses as to the signatures of  
Shirley Wood & Norman B. Wood.

Shirley Wood  
Norman B. Wood



State of Florida

402 na 428

County of MONROE,

I Hereby Certify That on this 18th day of December, 1967, before me personally appeared Shirley Wood and Norman B. Wood, her husband,

to me known to be the persons described in and who executed the foregoing conveyance to The City of Key West, Florida,

and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned;

Witness my signature and official seal at Key West, in the County of Monroe and State of Florida, the day and year last aforesaid. (Seal)

My Commission Expires \_\_\_\_\_

Mary Anna Matlock  
Notary Public, State of Fla. at Large.

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES AUG. 2, 1970  
BONDED THROUGH FRED W. DISTELHORST



PAUL E. SAWYER  
ATTORNEY AT LAW  
KEY WEST, FLORIDA

156617

Recorded in Official Record Book  
Monroe County, Florida  
EARL R. ADAMS  
CLERK OF CIRCUIT COURT  
RECORD VERIFIED

TO CORPORATION  
SHIRLEY WOOD, et al.,  
TO  
THE CITY OF KEY WEST, FLA.  
Date  
ABSTRACT OF DESCRIPTION

156617  
Monroe County

RECORDING  
STAMP  
TOTAL \$ 1.00

156617

This Instrument Prepared By and  
Please Return To:  
Emily Parry  
American Government Services Corporation  
3812 W. Linebaugh Ave.  
Tampa, Florida 33618  
AGS # 15355

Doc# 1702255 07/03/2008 10:28AM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

07/03/2008 10:28AM  
DEED DOC STAMP CL: PW \$0.70

## WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

Doc# 1702255  
Bk# 2369 Pg# 2364

THIS INDENTURE, made this 27 day of June, A.D. 2008, between the Utility Board of the City of Key West, Florida, a utility board created by Special Act of the Florida Legislature, whose post office address is P.O. Box 6100, Key West, FL 33041, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Monroe County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Property Appraiser's Parcel Identification Number: 115530-0000

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Michelle McClure  
(Signature of First Witness)  
Joyce Nickelson McClure  
Printed name of First Witness

Rodney Collins  
(Signature of Second Witness)  
Rodney Collins  
Printed name of Second Witness

Utility Board of the City of Key West, Florida, a utility board created by Special Act of the Florida Legislature

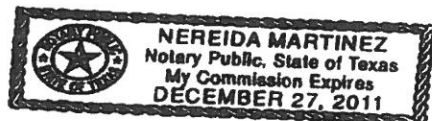
BY: Lou Hernandez  
Lou Hernandez, as Chairman

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 27th day of June, 2008, by Lou Hernandez, as Chairman of the Utility Board of the City of Key West, Florida, a utility board created by Special Act of the Florida Legislature, on behalf of said Utility Board. Such person (notary Public must check applicable box):

- ☐ is personally known to me  
☒ produced a current driver's license  
☐ produced \_\_\_\_\_ as identification

(NOTARY PUBLIC SEAL)



Nereida Martinez  
Notary Public  
Nereida Martinez  
(Printed, Typed or Stamped Name of Notary Public)  
Commission No.: December 27, 2011  
My Commission Expires:

EXHIBIT "A"

PARCEL 10180

ALL OF GOVERNMENT LOT 9 OF SECTION 20, TOWNSHIP 66 SOUTH,  
RANGE 28 EAST, ON CUDJOE KEY, MONROE COUNTY, FLORIDA, LYING  
WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF BLIMP ROAD, A 100  
FOOT WIDE PUBLIC RIGHT-OF-WAY.

BSM: *[Signature]* *1/15 1/23/08*  
DATE: 1-15-08

FLORIDA KEYS ECOSYSTEM  
CUDJOE KEY  
CITY OF KEY WEST/PARCEL 10180  
PAGE 1 OF 1

MONROE COUNTY  
OFFICIAL RECORDS

This Instrument Prepared By and  
Please Return To:  
Acey Stinson  
American Government Services  
1804 Miccosukee Commons Drive Suite 202  
Tallahassee, Florida 32308  
AGS # 15355

Doc# 1707237 08/08/2008 9:13AM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

08/08/2008 9:13AM  
DEED DOC STAMP CL: PW

\$0.70

### QUIT CLAIM DEED

THIS INDENTURE, made this 16<sup>th</sup> day of July, A.D. 2008, between Monroe County, Florida, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, grantor, and the Utility Board of the City of Key West, Florida, a utility board created by Special Act of the Florida Legislature, whose post office address is 1001 James Street, Key West, Florida 33040, grantee,

Doc# 1707237  
Bk# 2375 Pg# 834

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

**WITNESSETH:** That the said grantor, for and in consideration of the sum of Ten Dollars, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has released, remised and quitclaimed, and by these presents does hereby remise, release, and quitclaim unto the said grantee, and grantee's successors and assigns forever, all the right, title and interest of grantor in and to the following described land situate, lying and being in Monroe County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

**Property Appraiser's Parcel Identification Number: 00115530-000000**

This deed is not intended to release or extinguish the non-exclusive easement granted to Monroe County, Florida, in that certain Declaration of Easement that was previously recorded in the public records of Monroe County, Florida.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

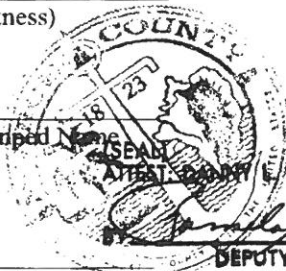
**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, law or equity, to the only proper use, benefit and behalf of the said grantee, its successors and assigns forever.

**IN WITNESS WHEREOF** the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in  
the presence of:

(Signature of First Witness)

(Printed, Typed or Stamped Name  
of First Witness)



DANNY L. KOLHAGE, CLERK

DEPUTY CLERK

(Signature of Second Witness)

(Printed, Typed or Stamped Name  
of Second Witness)

**MONROE COUNTY, FLORIDA, a political subdivision of  
the State of Florida  
BY ITS BOARD OF COUNTY COMMISSIONERS**

BY:

Mario Di Gennaro, as County Mayor

**MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM**

**PEDRO J. MORALES  
ASSISTANT COUNTY ATTORNEY**

Date

6/30/08



**EXHIBIT "A"**

**Doc# 1707237**  
**Bk# 2375 Pg# 835**

PARCEL 10180

ALL OF GOVERNMENT LOT 9 OF SECTION 20, TOWNSHIP 66 SOUTH, RANGE 28 EAST, ON CUDJOE KEY, MONROE COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF BLIMP ROAD, A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY.

1-15-08

FLORIDA KEYS ECOSYSTEM  
CUDJOE KEY  
CITY OF KEY WEST/PARCEL 10180  
PAGE 1 OF 1

**MONROE COUNTY  
OFFICIAL RECORDS**

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Daniel L. DeCubellis, Esquire  
Carlton Fields, P.A.  
450 S. Orange Avenue, Suite 500  
Orlando, Florida 32801

Property Appraisers Parcel ID (Folio) Number(s):  
See Attached List

Doc# 1884685 05/29/2012 11:12AM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

05/29/2012 11:12AM  
DEED DOC STAMP CL: DS

\$0.70

Doc# 1884685  
Bk# 2571 Pg# 2253

NOTE TO RECORDER: THIS QUIT-CLAIM DEED IS PREPARED AND RECORDED FOR THE PURPOSE OF CORRECTING THE APPARENT RECORD TITLE HOLDER OF THE PARCELS DESCRIBED HEREIN. PRIOR TO AND CREATION OF THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA AND ITS SEPARATION FROM THE CITY OF KEY WEST, FLORIDA, PROPERTY PURCHASED AND OPERATED BY THE UTILITY BOARD WAS OWNED IN THE NAME OF THE CITY. HOWEVER, UPON CREATION OF THE UTILITY BOARD THOSE PARCELS OPERATED BY THE UTILITY BOARD BECAME OWNED BY THE UTILITY BOARD DESPITE THE APPARENT RECORD TITLE TO SUCH PARCELS IN THE NAME OF THE CITY OF KEY WEST. THE PURPOSE OF THIS DEED IS TO CORRECT THE APPARENT RECORD TITLE TO THESE PARCELS SO THAT THE PUBLIC RECORDS ACCURATELY REFLECT THE OWNER OF THE PROPERTIES IDENTIFIED IN THIS DEED.

### CORRECTIVE QUIT CLAIM DEED

Space above this line for recording data

**THIS CORRECTIVE QUIT-CLAIM DEED**, executed this 28<sup>th</sup> day of APRIL, 2012, by **The Utility Board of the City of Key West, Florida** with an address of 1001 James Street, Key West, Florida 33040 ("Grantor") to **The Utility Board of the City of Key West, Florida** with an address of 1001 James Street, Key West, Florida 33040 ("Grantee").

(Wherever used herein the terms Grantor and Grantee shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the said Grantor, for and in consideration of the sum of Ten and No/ 100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand, if any, which the said Grantor has in and to the following described land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

**Exhibit "A" attached hereto and made a part hereof.**

This conveyance is made by the Utility Board of the City of Key West, Florida to correct the apparent record title to the parcels identified in this deed as further described in the Note to Recorder set forth above and incorporated herein by reference. This deed is intended to clarify ownership of the parcels described in this deed.


TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, to the Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness Signature

Lynn Tejeda  
Printed Name

  
Witness Signature

Eddie Delph  
Printed Name

The Utility Board of the City of Key West,  
Florida d/b/a KEYS Energy Services

  
Lou Hernandez,  
Chairman

Address: 1001 James Street, Key West, Florida  
33040

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me 25<sup>TH</sup> day of April, 2012, by Lou Hernandez, as Chairman of The Utility Board of the City of Key West, Florida d/b/a Keys Energy Services, on behalf of the utility (☒) who is personally known to me or ( ) who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

  
Sign:  
Print:

State of Florida at Large (Seal)



THIS DEED HAD BEEN PREPARED WITHOUT THE BENEFIT OF A PUBLIC SEARCHES OR INFORMATION.

Doc# 1884685  
Bk# 2571 Pg# 2254

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Parcel Id Nos.

00013830-000000  
00013860-000000  
00013870-000000  
00013900-000000  
00013910-000000  
00013950-000000  
00013960-000000  
00013970-000000

Parcels 2 through 9 (Internal Reference)

Subdivisions Eight (8), Eleven (11), Twelve (12), Fifteen (15), Sixteen (16), Nineteen (19), Twenty (20), and Twenty-one (21) in Square Three (3) of Tract Three (3), according to a Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "I", Page 77 of the Public Records of Monroe County, Florida.

**Doc# 1884685**  
**Bk# 2571 Pg# 2255**



Parcel Identification No. 00001700-000000

Parcel 10 (Internal Reference)

A parcel of land in Square 19 and/or in the filled in land contiguous to the Northerly and Northwesterly boundary of said Square 19, on the Island of Key West, Florida according to the William A. Whitehead's Map of said Island and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Northwesterly property line of James Street and the Northeasterly property line of Grinnell Street, said intersection also to be known as the Point of Beginning of the parcel of land hereinafter described, bear Northwesterly along the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point; thence at right angles and Northeasterly and parallel with the Northwesterly property line of James Street for a distance of 200 feet to a point; thence at right angles and Southeasterly and parallel with the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point on the Northwesterly property line of James Street; thence at right angles and Southwesterly along the Northwesterly property line of James Street for a distance of 200 feet, back to the Point of Beginning; subject to an encroachment of 9 inches along the Northwesterly boundary of this Parcel No. 1.

**Doc# 1884685  
Bk# 2571 Pg# 2256**

Parcel 11 (Internal Reference)

Lease to Railway Apartments, Ltd. (Affordable Housing)

Affordable Housing:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 49.52 feet; thence N.50°00'00"E., a distance of 5.00 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 278.90 feet to a point on a curve to the left, having: a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 56.38 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°39'00", a chord bearing of N.57°48'51"E. and a chord length of 6.81 feet; thence along the arc of said curve, an arc length of 6.83 feet to the point of tangency of said curve; thence N.49°59'21"E., a distance of 88.83 feet to the point of curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 74°44'10", a chord bearing of N.12°37'16"E. and a chord length of 15.78 feet; thence along the arc of said curve, an arc length of 16.96 feet to the point of reverse curvature of a curve to the right, having: a radius of 29.00 feet, a central angle of 58°21'22", a chord bearing of N.04°25'52"E. and a chord length of 28.28 feet; thence along the arc of said curve, an arc length of 29.54 feet to the point of reverse curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 123°38'33", a chord bearing of N.28°12'44"W. and a chord length of 22.92 feet; thence along the arc of said curve, an arc length of 28.05 feet to the point of tangency of said curve; thence S.89°58'00"W., a distance of 98.31 feet; thence S.00°02'00"E., a distance of 79.45 feet; thence S.89°58'00"W., a distance of 25.08 feet; thence S.00°02'00"E., a distance of 38.42 feet; thence S.54°59'20"W., a distance of 64.89 feet; thence N.75°27'59"W., a distance of 58.28 feet; thence S.58°33'31"W., a distance of 46.80 feet; thence S.45°20'23"W., a distance of 65.74 feet; thence S.60°44'13"W., a distance of 43.38 feet; thence S.45°20'23"W., a distance of 105.43 feet; thence S.00°10'51"E., a distance of 24.39 feet; thence S.40°00'00"E., a distance of 47.71 feet to the Point of Beginning. Parcel contains 34,885 square feet or 0.80 acres, more or less.

AND

Lease Back:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet; thence N.50°00'00"E., a distance of 200.04 feet to the Point of Beginning; thence N.49°58'00"E., a distance of 135.00 feet; thence S.40°02'00"E., a distance of 32.98 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N. 40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc

length of 11.78 feet to the Point of Beginning. Parcel contains 4,249 square feet or 0.10 acres, more or less.

**Doc# 1884685**  
**Bk# 2571 Pg# 2258**

Parcel 12 (Internal Reference)

Lease to Steamplant Condominiums, LLC (Market Rate Lease)

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Beginning at the intersection of the Easterly right of way line of Trumbo Road and the Northeasterly right of way line of Grinnell Street; thence N.00°10'51"W., along the said Easterly line of Trumbo Road, a distance of 354.45 feet; thence N.89°58'00"E., a distance of 458.57 feet; thence S.39°56'12"E., a distance of 79.96 feet; thence S.49°58'00"W., a distance of 378.29 feet; thence N.40°01'33"W., a distance of 32.98 feet; thence S.50°00'00"W., a distance of 200.04 feet to the said Northeasterly right of way line of Grinnell Street; thence N.40°00'00"W., along the said Northeasterly right of way line of Grinnell Street, a distance of 69.52 feet to the Point of Beginning. Parcel contains 127462 square feet or 2.93 acres, more or less.

LESS:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 49.52 feet; thence N.50°00'00"E., a distance of 5.00 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 278.90 feet to a point on a curve to the left, having a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 56.38 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°39'00", a chord bearing of N.57°48'51"E. and a chord length of 6.81 feet; thence along the arc of said curve, an arc length of 6.83 feet to the point of tangency of said curve; thence N.49°59'21"E., a distance of 88.83 feet to the point of curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 74°44'10", a chord bearing of N.12°37'16"E. and a chord length of 15.78 feet; thence along the arc of said curve, an arc length of 16.96 feet to the point of reverse curvature of a curve to the right, having: a radius of 29.00 feet, a central angle of 58°21'22", a chord bearing of N.04°25'52"E. and a chord length of 28.28 feet; thence along the arc of said curve, an arc length of 29.54 feet to the point of reverse curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 123°38'33", a chord bearing of N.28°12'44"W. and a chord length of 22.92 feet; thence along the arc of said curve, an arc length of 28.05 feet to the point of tangency of said curve; thence S.89°58'00"W., a distance of 98.31 feet; thence S.00°02'00"E., a distance of 79.45 feet; thence S.89°58'00"W., a distance of 25.08 feet; thence S.00°02'00"E., a distance of 38.42 feet; thence S.54°59'20"W., a distance of 64.89 feet; thence N.75°27'59"W., a distance of 58.28 feet; thence S. 58°33'31"W., a distance of 46.80 feet; thence S.45°20'23"W., a distance of 65.74 feet; thence S.60°44'13"W., a distance of 43.38 feet; thence S.45°20'23"W., a distance of 105.43 feet; thence S.00°10'51"E., a distance of 24.39 feet; thence S.40°00'00"E., a distance of 47.71 feet to the Point of Beginning. Parcel contains 34,885 square feet or 0.80 acres, more or less.

LESS:

Doc# 1884685  
Bk# 2571 Pg# 2259



On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet; thence N.50°00'00"E., a distance of 200.04 feet to the Point of Beginning; thence N.49°58'00"E., a distance of 135.00 feet; thence S.40°02'00"E., a distance of 32.98 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N.40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc length of 11.78 feet to the Point of Beginning.

Doc# 1884685  
Bk# 2571 Pg# 2260

Parcel Identification No. 00002780-000000

Parcel 13 (Internal Reference)

All that certain parcel of land lying and being in the County of Monroe and State of Florida more particularly described as follows: Part of Lot Two (2), Square Twenty (20), according to Wm. A. Whitehead's Map of the Island of Key West delineated in 1829, but better described by metes and bounds as follows:

Commencing at the intersection of the Southwesterly right of way line of Grinnell Street and the Southeasterly right of way line of Caroline Street, said point of intersection to be the point of beginning of the parcel of land hereinafter described: From said point of beginning thence run in a Southwesterly direction along the Southeasterly right of way line of Caroline Street a distance of One Hundred Twenty (120) feet to a point; thence at a right angle run in a Southeasterly direction for a distance of Two Hundred Twenty-One (221) feet to a point, said point being on the Northwesterly right of way line of James Street; thence at a right angle run in a Northwesterly direction along the Northwesterly right of way line of James Street for a distance of One Hundred Twenty (120) feet out to the Southwesterly right of way line of Grinnell Street; thence at a right angle run in a Northwesterly direction along the Southwesterly right of way line of Grinnell Street for a distance of Two Hundred Twenty-One (221) feet back to the Point of Beginning.

**Doc# 1884685  
Bk# 2571 Pg# 2261**

Parcel Identification No. 00001650-000000

Parcel 14 (Internal Reference)

A parcel of land in Square 19 and/or in the filled in land contiguous to the Northerly and Northwesterly boundary of said Square 19, on the Island of Key West, Florida, according to William A. Whitehead's Map of said Island and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Northwesterly property line of James Street and the Northeasterly property line of Grinnell Street, said intersection also to be known as the Point of Beginning of the parcel of land hereinafter described, bear Northwesterly along the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point; thence at right angles and Northeasterly and parallel with the Northwesterly property line of James Street for a distance of 200 feet to a point; thence at right angles and southeasterly and parallel with the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point on the Northwesterly property line of James Street; thence at right angles and Southwesterly along the Northwesterly property line of James Street for a distance of 200 feet, back to the Point of Beginning, subject to an encroachment of 9 inches along the Northwesterly boundary of this Parcel No. 1.

**Doc# 1884685  
Bk# 2571 Pg# 2262**

Parcel Identification No. - None

Parcel 15 (Internal Reference)

On the Island of Key West and more particularly described as follows:

Commencing at the Southwesterly corner of Lot 1 of Block 45 according to Key West Realty Co's Plat as recorded in Plat Book 1, Page 43, Public Records Monroe County, Florida; thence run in a Westerly direction a distance of 50 feet to the Southeasterly corner of Lot 7 of Block 46 according to the said Key West Realty Co.'s Plat as recorded in Plat Book 1, Page 43, of the Public Records of Monroe County, Florida; thence run in a Northerly direction along the Westerly right of way line of 8<sup>th</sup> Street for a distance of 100 feet to the Northeasterly corner of said Lot 7 of Block 46; thence run Easterly for a distance of 50 feet to the Northwesterly corner of said Lot 1 of Block 45; thence in a Southerly direction along the Easterly right of way line of said 8<sup>th</sup> Street for a distance of 100 feet back to the Point of Beginning.

(Subject to that certain Lease Agreement between the Utility Board of the City of Key West, Florida and the City of Key West, Florida dated July 24, 2002).

**Doc# 1884685**  
**Bk# 2571 Pg# 2263**



Parcel Identification No. 00052460-000000

Parcel 16 (Internal Reference)

Lots 1 and 2 in Block 4 as shown on the Key West Foundation Co.'s Subdivision Plat No. 1, Page 155 of the Public Records of Monroe County, Florida.

(Subject to that certain Lease Agreement between the Utility Board of the City of Key West, Florida and the City of Key West, Florida dated July 24, 2002).

**Doc# 1884685**  
**Bk# 2571 Pg# 2264**

Parcel Identification No. 00010990-000000

Parcel 17 (Internal Reference)

All that certain piece or parcel of land situated lying and being in the City of Key West known and designated on the map or plat of said City as delineated by William A. Whitehead in February 1829 as part of Lot No. 4 in Square 56, but being better known as Lot 4 according to a subdivision of Lots One (1) and Four (4) aforesaid of Square Fifty-six (56), recorded in Book-K, Page 22, March 8, 1880, and commencing at the corner of Angela and Grinnell Streets and running along Grinnell Street in a Northwesterly direction Fifty (50) feet and Three (3) inches; thence at right angles in a Northeasterly direction Ninety-four (94) feet and Three (3) inches; thence at right angles in a Southeasterly direction Fifty (50) feet and Three (3) inches; thence at right angles in a Southwesterly direction Ninety-four (94) feet and Three (3) inches to the place of beginning.

(Subject to that certain Lease Agreement between the Utility Board of the City of Key West, Florida and the City of Key West, Florida dated July 24, 2002)

**Doc# 1884685  
Bk# 2571 Pg# 2265**

Parcel Identification No. 00064570-000300

Parcel 18 (Internal Reference)

Commencing at the Southwesterly corner of Parcel 16-A as recorded in Plat Book 3, Page 35, Official Records of Monroe County, Florida; thence N 21° 14' 20" W along the Northwesterly boundary of said parcel which is the Easterly R/W line of 13<sup>th</sup> Street a distance of two hundred sixty-five and eighty-eight hundredths (265.88) feet to a point of curvature; thence continue along the Easterly R/W line of 13<sup>th</sup> Street as existing and constructed by the City of Key West, along a circular curve to the left having a radius of one thousand, two hundred and six and thirty hundredths (1206.30) feet and a central angle of 23° 02' 40" a distance along the arc of ninety-four and twenty-one hundredths (94.21) feet to the true point of beginning of the parcel of land hereinafter described; thence continue along the Easterly R/W line of 13<sup>th</sup> Street and said circular curve a distance along the arc of one hundred twenty-six and eleven hundredths (126.11) feet to a point; thence N 68° 41' 40" E a distance of one hundred thirty-six and thirty-eight hundredths (136.38) feet to a point; thence S 21° 14' 20" E a distance of one hundred twenty-five feet (125) to a point; thence S 68° 41' 40" W a distance of one hundred twenty (120) feet back to the point of beginning.

**Doc# 1884685  
Bk# 2571 Pg# 2266**

Parcel Id No. 00028400-000000

Parcel 19 (Internal Reference)

On the Island of Key West, Monroe County, Florida, and being part of Tract 11, according to Wm. A. Whitehead's map of said Island, but better described as Part of Lot 1 of Square 7, in said Tract 11 according to C.W. Tiff's map or plan of the Island of Key West delineated July 1874. The said part of Lot 1 being more particularly described by metes and bounds as follows:

Beginning at the corner of Simonton and United Streets and running thence in a Northeasterly direction along the Northwesterly side of United Street two hundred forty-eight (248) feet; thence at right angles in a Northwesterly direction one hundred thirty-eight (138) feet and four (4) inches to a point, which is the Point of Beginning for the description by metes and bounds of the said part of Lot 1; thence at right angles in a Southwesterly direction thirty (30) feet; thence at right angles in a Northwesterly direction thirty (30) feet; thence at right angles in a Northeasterly direction thirty (30) feet; thence at right angles in a Southeasterly direction thirty (30) feet to the Point of Beginning.

(Subject to that certain Lease Agreement between the Utility Board of the City of Key West, Florida and the City of Key West, Florida dated July 24, 2002)

**Doc# 1884685**  
**Bk# 2571 Pg# 2267**



Parcel Id No. 00123240-000000

Parcel 22 (Internal Reference)

A parcel of submerged land in the Bay of Florida in Section 26, Township 67 South, Range 25 East, Monroe County, Florida, more particularly described as follows:

Commencing at the centerline of the Westerly abutment of the Boca Chica Bridge; thence South  $81^{\circ} 17'$  West along said centerline for a distance of 3,714.28 feet to a point; thence with a deflected angle to the right of  $108^{\circ} 43'$  go North  $10^{\circ}$  East for a distance of 211.17 feet to a point; thence with a deflected angle to the left of  $108^{\circ} 43'$  go South  $81^{\circ} 17'$  West for a distance of 485 feet to a point; said point also to be known as the Point of Beginning; thence with a deflected angle to the right of  $82^{\circ} 30'$  go North  $16^{\circ} 13'$  West for a distance of 500 feet to a point; thence South  $81^{\circ} 17'$  West for a distance of 527.80 feet to a point; thence South  $16^{\circ} 13'$  East for a distance of 500 feet to a point; thence North  $81^{\circ} 17'$  East for a distance of 527.80 feet back to the Point of Beginning. Containing 6.0 acres, more or less.

**Doc# 1884685**  
**Bk# 2571 Pg# 2268**

Parcel Identification No. 00123620-000000

Parcel 24 (Internal Reference)

Parcel B

A parcel of land on a part of Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the plat of Stock Island, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East for a distance of 500.00 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 2242.25 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 2131.53 feet to a point; thence bear North 06 degrees and 04 minutes East for a distance of 462.93 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning bear South 81 degrees 50 minutes and 40 seconds West for a distance of 558.45 feet to a point; thence bear South 08 degrees 09 minutes and 20 seconds East for a distance of 876.74 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 348.92 feet to a point; thence bear North 05 degrees and 04 minutes East for a distance of 527.49 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 27.01 feet to a point; thence bear North 06 degrees and 04 minutes East for a distance of 1115.31 feet to a point; thence bear South 81 degrees, 50 minutes and 40 seconds West for a distance of 51.58 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 643.06 feet back to the Point of Beginning.

And

Commencing at a point on the Northeast corner of Parcel A as recorded in Plat Book 1, Page 55, Official Records, Monroe County, Florida, thence South 81 degrees fifty minutes forty seconds West for a distance of twenty two and three hundredths feet to the Point of Beginning, of a strip of land ten feet wide lying five feet on each side of the following described centerline; thence South six degrees, four minutes zero seconds West for a distance of sixteen hundred and forty-two feet to a point lying on the centerline of the extension of the Southerly line of Parcel B.

And

A parcel of land on a part of Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the plat of Stock Island, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East for a distance of 500.00 feet to a point thence bear South 06 degrees 04 minutes West for a distance of 2242.25 feet to a point; thence bear South 83 degrees and 56 minutes East

for a distance of 2193.73 feet to a point on the Easterly line of submerged land described in Trustees of Internal Improvement Fund Deed #19837-A, said point also to be known as the Point of Beginning; thence bear North 06 degrees and 04 minutes East along the Easterly line of submerged land described in Trustees of Internal Improvement Fund Deed #19837-A for a distance of 1118.40 feet to a point; thence bear South 81 degrees 50 minutes and 40 seconds West for a distance of 12.58 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 1115.31 feet to a point; thence bear North 83 degrees and 56 minutes West for a distance of 27.01 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 527.49 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 12.20 feet to a point on the Easterly line of submerged land as described in Trustees of Internal Fund Deed #20793; thence bear North 06 degrees and 04 minutes East along the Easterly line of submerged land described in Trustees of Internal Improvement Fund Deed No. #27093 for a distance of 527.49 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 27.01 feet back to the Point-of-Beginning.

**Doc# 1884685**  
**Bk# 2571 Pg# 2270**

Parcel Identification No. 00123550-000000

Parcel 25 (Internal Reference)

A parcel of land on a part of Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island; recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56, minutes East for a distance of 500.00 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 2242.25 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 2131.53 feet to a point; thence bear North 06 degrees and 04 minutes East for a distance of 462.93 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning bear South 81 degrees, 50 minutes and 40 seconds West for a distance of 558.45 feet to a point; thence bear North 08 degrees, 09 minutes and 20 seconds West for a distance of 543.35 feet to a point; thence bear North 81 degrees, 50 minutes and 40 seconds East for a distance for a distance of 560.00 feet to a point; thence bear North 08 degrees, 09 minutes and 20 seconds West for a distance of 80 feet to a point; thence bear North 81 degrees 50 minutes and 40 seconds East for a distance of 156.44 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 643.06 feet back to the Point of Beginning, containing 8.09 acres.

Doc# 1884685  
Bk# 2571 Pg# 2271



Parcel Id No. 00123580-000000

Parcel 27 (Internal Reference)

A parcel of land on a part of Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Survey, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East for a distance of 500.00 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 2242.25 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 2131.53 feet to a point; thence bear North 06 degrees and 04 minutes East for a distance of 462.93 feet to a point; thence bear South 81 degrees, 50 minutes and 40 seconds West for a distance of 558.45 feet to a point; thence bear North 08 degrees, 09 minutes and 20 seconds West for a distance of 543.35 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning bear North 81 degrees, 50 minutes and 40 seconds East for a distance of 560.00 feet to a point; thence bear North 08 degrees, 09 minutes and 20 seconds West for a distance of 80 feet to a point; thence bear South 81 degrees, 50 minutes and 40 seconds West for a distance of 560.00 feet to a point; thence bear South 08 degrees, 09 minutes and 20 seconds East for a distance of 80 feet back to the Point of Beginning, containing 1.03 acres.

Doc# 1884685  
Bk# 2571 Pg# 2272

Parcel Id No. 00126380-000000

Parcel 28 (Internal Reference)

Commencing at the SE corner of Block 48 in Stock Island Subdivision, a Subdivision of all Lots 1, 2, 3, 5, 6, Sec. 35; Lot 2, Sec. 36; Lot 3, Sec. 26; Lot 2, Sec. 34; all in Stock Island, Monroe County, Florida, T 67 S, R 25 E, and being recorded in Plat Bk. 1, Pg. 55, Monroe County, Florida records; thence Northerly along the Westerly R/W line of Second Street, a distance of 90.00 feet; thence at a right angle Westerly, a distance of 112.50 feet; thence at a right angle Southerly, a distance of 78.75 feet to the Northerly R/W line of Third Avenue; thence southeasterly along said R/W line a distance of 113.10 feet to the Point of Beginning.

**Doc# 1884685  
Bk# 2571 Pg# 2273**

Parcel Identification No. 00120980-000000

Parcel 29 (Internal Reference)

Beginning at a point that is the intersection of the South right-of-way line of U.S. Highway No. 1 and the East line of Government Lot 1, Section 22, Township 67 South, Range 26 East, run Westerly along the said Southerly right-of-way line of U.S. Highway No. 1 for a distance of 1178.97 feet to the POINT OF BEGINNING of the Parcel of land hereinafter described; thence continue Westerly along the said Southerly right-of-way line of U.S. Highway No. 1 a distance of 300.00 feet to a point on the Westerly line of Government Lot 1; thence at an angle of  $63^{\circ} 11' 25''$  to the left and along the West line of Government Lot 1 a distance of 300.00 feet to a point; thence at an angle of  $116^{\circ} 48' 35''$  to the left and parallel to the Southerly right-of-way line of U.S. Highway No. 1 for a distance of 300.00 feet to a point; thence at an angle of  $63^{\circ} 11' 25''$  to the left and parallel to the West line of Government Lot 1 for a distance of 300.00 feet back to the POINT OF BEGINNING.

**Doc# 1884685  
Bk# 2571 Pg# 2274**

Parcel Id. No. 00115530-000000

Parcel 30 (Internal Reference)

An undivided one-half interest in Lot 9 of Section 20, in Township 66 South of Range 28 East. Said Lot 9 being on Cudjoe Key. Reference is hereby made to Deed recorded in Book C-1, Page 153 and Deed recorded in Book D-1, Page 129 of the Public Records of Monroe County, Florida. Said Lot 9 contains sixty-four and one-half (64-1/2) acres, more or less. LESS land described in Deed recorded in O.R. Book 55, Page 83, Public Records, Monroe County, Fla. The above Deed is a corrective Deed being given to correct the description contained in that certain Warranty Deed given by the grantor to the grantee herein, dated the 24<sup>th</sup> day of April, 1967, and recorded in Official Record Book 401, Pages 645 and 646 of the Public Records of Monroe County, Florida.

**Doc# 1884685**  
**Bk# 2571 Pg# 2275**

**MONROE COUNTY  
OFFICIAL RECORDS**

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Daniel L. DeCubellis, Esquire  
Carlton Fields, P.A.  
450 S. Orange Avenue, Suite 500  
Orlando, Florida 32801

Property Appraisers Parcel ID (Folio) Number(s):  
See Attached List

Doc# 1902468 10/09/2012 3:29PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

10/09/2012 3:29PM  
DEED DOC STAMP CL: DS

\$0.70

Doc# 1902468  
Bk# 2592 Pg# 2258

**This Corrective Quit Claim Deed is given to correct the legal description of Parcel 14 in that certain Corrective Quit Claim Deed recorded May 29, 2012 in Official Records Book 2571, Page 2253, of the Public Records of Monroe County, FL**

NOTE TO RECORDER: THIS QUIT-CLAIM DEED IS PREPARED AND RECORDED FOR THE PURPOSE OF CORRECTING THE APPARENT RECORD TITLE HOLDER OF THE PARCELS DESCRIBED HEREIN. PRIOR TO AND CREATION OF THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA AND ITS SEPARATION FROM THE CITY OF KEY WEST, FLORIDA, PROPERTY PURCHASED AND OPERATED BY THE UTILITY BOARD WAS OWNED IN THE NAME OF THE CITY. HOWEVER, UPON CREATION OF THE UTILITY BOARD THOSE PARCELS OPERATED BY THE UTILITY BOARD BECAME OWNED BY THE UTILITY BOARD DESPITE THE APPARENT RECORD TITLE TO SUCH PARCELS IN THE NAME OF THE CITY OF KEY WEST. THE PURPOSE OF THIS DEED IS TO CORRECT THE APPARENT RECORD TITLE TO THESE PARCELS SO THAT THE PUBLIC RECORDS ACCURATELY REFLECT THE OWNER OF THE PROPERTIES IDENTIFIED IN THIS DEED.

### **CORRECTIVE QUIT CLAIM DEED**

Space above this line for recording data

**THIS CORRECTIVE QUIT-CLAIM DEED**, executed this 26 day of September, 2012, by **The Utility Board of the City of Key West, Florida** with an address of 1001 James Street, Key West, Florida 33040 ("Grantor") to **The Utility Board of the City of Key West, Florida** with an address of 1001 James Street, Key West, Florida 33040 ("Grantee").

(Wherever used herein the terms Grantor and Grantee shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the said Grantor, for and in consideration of the sum of Ten and No/ 100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand, if any, which the said Grantor has in and to the following described land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

**Exhibit "A" attached hereto and made a part hereof.**

This conveyance is made by the Utility Board of the City of Key West, Florida to correct the apparent record title to the parcels identified in this deed as further described in the Note to Recorder set forth above and incorporated herein by reference. This deed is intended to clarify ownership of the



parcels described in this deed.

*TO HAVE AND TO HOLD*, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, to the Grantee, its heirs and assigns forever.

*IN WITNESS WHEREOF*, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

The Utility Board of the City of Key West,  
Florida d/b/a KEYS Energy Services

Edee Delph  
Witness Signature

Lou Hernandez  
Lou Hernandez,  
Chairman

Edee Delph  
Printed Name

Address: 1001 James Street, Key West, Florida  
33040

Stanley T. Read  
Witness Signature

Stanley T. Read  
Printed Name

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me 26 day of September, 2012, by Lou Hernandez, as Chairman of The Utility Board of the City of Key West, Florida d/b/a Keys Energy Services, on behalf of the utility (☒) who is personally known to me or ( ) who has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign: Sabrina V. Hall  
Print: Sabrina V. Hall  
State of Florida at Large (Seal)

THIS DEED HAD BEEN PREPARED WITHOUT THE BENEFIT OF TITLE SEARCHES OR INFORMATION.

EXHIBIT "A"

Doc# 1902468  
Bk# 2592 Pg# 2260

LEGAL DESCRIPTION

Parcel Id Nos.

00013830-000000  
00013860-000000  
00013870-000000  
00013900-000000  
00013910-000000  
00013950-000000  
00013960-000000  
00013970-000000

Parcels 2 through 9 (Internal Reference)

Subdivisions Eight (8), Eleven (11), Twelve (12), Fifteen (15), Sixteen (16), Nineteen (19), Twenty (20), and Twenty-one (21) in Square Three (3) of Tract Three (3), according to a Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "I", Page 77 of the Public Records of Monroe County, Florida.

Parcel 10 (Internal Reference)

A parcel of land in Square 19 and/or in the filled in land contiguous to the Northerly and Northwesterly boundary of said Square 19, on the Island of Key West, Florida according to the William A. Whitehead's Map of said Island and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Northwesterly property line of James Street and the Northeasterly property line of Grinnell Street, said intersection also to be known as the Point of Beginning of the parcel of land hereinafter described, bear Northwesterly along the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point; thence at right angles and Northeasterly and parallel with the Northwesterly property line of James Street for a distance of 200 feet to a point; thence at right angles and Southeasterly and parallel with the Northeasterly property line of Grinnell Street for a distance of 190 feet to a point on the Northwesterly property line of James Street; thence at right angles and Southwesterly along the Northwesterly property line of James Street for a distance of 200 feet, back to the Point of Beginning; subject to an encroachment of 9 inches along the Northwesterly boundary of this Parcel No. 1.

Lease to Railway Apartments, Ltd. (Affordable Housing)

Affordable Housing:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 49.52 feet; thence N.50°00'00"E., a distance of 5.00 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 278.90 feet to a point on a curve to the left, having: a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 56.38 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°39'00", a chord bearing of N.57°48'51"E. and a chord length of 6.81 feet; thence along the arc of said curve, an arc length of 6.83 feet to the point of tangency of said curve; thence N.49°59'21"E., a distance of 88.83 feet to the point of curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 74°44'10", a chord bearing of N.12°37'16"E. and a chord length of 15.78 feet; thence along the arc of said curve, an arc length of 16.96 feet to the point of reverse curvature of a curve to the right, having: a radius of 29.00 feet, a central angle of 58°21'22", a chord bearing of N.04°25'52"E. and a chord length of 28.28 feet; thence along the arc of said curve, an arc length of 29.54 feet to the point of reverse curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 123°38'33", a chord bearing of N.28°12'44"W. and a chord length of 22.92 feet; thence along the arc of said curve, an arc length of 28.05 feet to the point of tangency of said curve; thence S.89°58'00"W., a distance of 98.31 feet; thence S.00°02'00"E., a distance of 79.45 feet; thence S.89°58'00"W., a distance of 25.08 feet; thence S.00°02'00"E., a distance of 38.42 feet; thence S.54°59'20"W., a distance of 64.89 feet; thence N.75°27'59"W., a distance of 58.28 feet; thence S.58°33'31"W., a distance of 46.80 feet; thence S.45°20'23"W., a distance of 65.74 feet; thence S.60°44'13"W., a distance of 43.38 feet; thence S.45°20'23"W., a distance of 105.43 feet; thence S.00°10'51"E., a distance of 24.39 feet; thence S.40°00'00"E., a distance of 47.71 feet to the Point of Beginning. Parcel contains 34,885 square feet or 0.80 acres, more or less.

AND

Lease Back:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet; thence N.50°00'00"E., a distance of 200.04 feet to the Point of Beginning; thence N.49°58'00"E., a distance of 135.00 feet; thence S.40°02'00"E., a distance of 32.98 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N. 40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc

length of 11.78 feet to the Point of Beginning. Parcel contains 4,249 square feet or 0.10 acres, more or less.

**Doc# 1902468**  
**Bk# 2592 Pg# 2263**



Parcel 12 (Internal Reference)

Lease to Steamplant Condominiums, LLC (Market Rate Lease)

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Beginning at the intersection of the Easterly right of way line of Trumbo Road and the Northeasterly right of way line of Grinnell Street; thence N.00°10'51"W., along the said Easterly line of Trumbo Road, a distance of 354.45 feet; thence N.89°58'00"E., a distance of 458.57 feet; thence S.39°56'12"E., a distance of 79.96 feet; thence S.49°58'00"W., a distance of 378.29 feet; thence N.40°01'33"W., a distance of 32.98 feet; thence S.50°00'00"W., a distance of 200.04 feet to the said Northeasterly right of way line of Grinnell Street; thence N.40°00'00"W., along the said Northeasterly right of way line of Grinnell Street, a distance of 69.52 feet to the Point of Beginning. Parcel contains 127462 square feet or 2.93 acres, more or less.

LESS:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 49.52 feet; thence N.50°00'00"E., a distance of 5.00 feet to the Point of Beginning; thence N.50°00'00"E., a distance of 278.90 feet to a point on a curve to the left, having a radius of 7.15 feet, a central angle of 84°24'47", a chord bearing of S.83°08'39"E. and a chord length of 9.61 feet; thence along the arc of said curve, an arc length of 10.53 feet to the point of tangency of said curve; thence N.54°38'57"E., a distance of 71.76 feet; thence N.65°38'21"E., a distance of 56.38 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 15°39'00", a chord bearing of N.57°48'51"E. and a chord length of 6.81 feet; thence along the arc of said curve, an arc length of 6.83 feet to the point of tangency of said curve; thence N.49°59'21"E., a distance of 88.83 feet to the point of curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 74°44'10", a chord bearing of N.12°37'16"E. and a chord length of 15.78 feet; thence along the arc of said curve, an arc length of 16.96 feet to the point of reverse curvature of a curve to the right, having: a radius of 29.00 feet, a central angle of 58°21'22", a chord bearing of N.04°25'52"E. and a chord length of 28.28 feet; thence along the arc of said curve, an arc length of 29.54 feet to the point of reverse curvature of a curve to the left, having: a radius of 13.00 feet, a central angle of 123°38'33", a chord bearing of N.28°12'44"W. and a chord length of 22.92 feet; thence along the arc of said curve, an arc length of 28.05 feet to the point of tangency of said curve; thence S.89°58'00"W., a distance of 98.31 feet; thence S.00°02'00"E., a distance of 79.45 feet; thence S.89°58'00"W., a distance of 25.08 feet; thence S.00°02'00"E., a distance of 38.42 feet; thence S.54°59'20"W., a distance of 64.89 feet; thence N.75°27'59"W., a distance of 58.28 feet; thence S. 58°33'31"W., a distance of 46.80 feet; thence S.45°20'23"W., a distance of 65.74 feet; thence S.60°44'13"W., a distance of 43.38 feet; thence S.45°20'23"W., a distance of 105.43 feet; thence S.00°10'51"E., a distance of 24.39 feet; thence S.40°00'00"E., a distance of 47.71 feet to the Point of Beginning. Parcel contains 34,885 square feet or 0.80 acres, more or less.

LESS:

On the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commencing at the intersection of the Easterly Right-of-Way Line of Trumbo Road and the Northeasterly Right-of-Way Line of Grinnell Street; thence S.40°00'00"E., along the said Northeasterly Right-of-Way Line of Grinnell Street a distance of 69.52 feet; thence N.50°00'00"E., a distance of 200.04 feet to the Point of Beginning; thence N.49°58'00"E., a distance of 135.00 feet; thence S.40°02'00"E., a distance of 32.98 feet; thence S.49°58'00"W., a distance of 127.50 feet; thence N.40°02'00"W., a distance of 25.48 feet to the point of curvature of a curve to the left, having: a radius of 7.50 feet, a central angle of 89°58'00", a chord bearing of N.85°01'00"W. and a chord length of 10.60 feet; thence along the arc of said curve, an arc length of 11.78 feet to the Point of Beginning.

**Doc# 1902468**  
**Bk# 2592 Pg# 2265**

Parcel 13 (Internal Reference)

All that certain parcel of land lying and being in the County of Monroe and State of Florida more particularly described as follows: Part of Lot Two (2), Square Twenty (20), according to Wm. A. Whitehead's Map of the Island of Key West delineated in 1829, but better described by metes and bounds as follows:

Commencing at the intersection of the Southwesterly right of way line of Grinnell Street and the Southeasterly right of way line of Caroline Street, said point of intersection to be the point of beginning of the parcel of land hereinafter described: From said point of beginning thence run in a Southwesterly direction along the Southeasterly right of way line of Caroline Street a distance of One Hundred Twenty (120) feet to a point; thence at a right angle run in a Southeasterly direction for a distance of Two Hundred Twenty-One (221) feet to a point, said point being on the Northwesterly right of way line of James Street; thence at a right angle run in a Northwesterly direction along the Northwesterly right of way line of James Street for a distance of One Hundred Twenty (120) feet out to the Southwesterly right of way line of Grinnell Street; thence at a right angle run in a Northwesterly direction along the Southwesterly right of way line of Grinnell Street for a distance of Two Hundred Twenty-One (221) feet back to the Point of Beginning.

Parcel 14 (Internal Reference)

A portion of the following described property:

A parcel of land in Square 18 and/or in the filled in land contiguous to the Northerly and Northwesterly boundary of said Square 18, on the Island of Key West, Florida, according to William A. Whitehead's Map of said Island and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Northwesterly property line of James Street and the Northeasterly property line of Francis Street, bear Northwesterly along the Northeasterly property line of Francis Street, if extended Northwesterly, for a distance of 140 feet to a point; thence at right angles and Northeasterly for a distance of 5.0 feet to the point of beginning of the parcel of Land, hereinafter described; thence at right angles and Northwesterly for a distance of 80 feet to a point; thence with a deflected angle to the right of 90 degrees, 30 minutes and 18 seconds and in a Northeasterly direction for a distance of 397.01 feet to a point on the Northwesterly property line of White Street; thence with a deflected angle to the right of 39 degrees, 29 minutes and 42 seconds and in a Southeasterly direction along the Southwesterly property line of White Street for a distance of 76.6 feet to a point; thence at right angles and in a Southwesterly direction for a distance of 397 feet, back to the point of beginning, subject to an encroachment along the Northwesterly boundary of this parcel No. 2 by the U.S. Government

Parcel Identification No. - None

Parcel 15 (Internal Reference)

On the Island of Key West and more particularly described as follows:

Commencing at the Southwesterly corner of Lot 1 of Block 45 according to Key West Realty Co's Plat as recorded in Plat Book 1, Page 43, Public Records Monroe County, Florida; thence run in a Westerly direction a distance of 50 feet to the Southeasterly corner of Lot 7 of Block 46 according to the said Key West Realty Co.'s Plat as recorded in Plat Book 1, Page 43, of the Public Records of Monroe County, Florida; thence run in a Northerly direction along the Westerly right of way line of 8<sup>th</sup> Street for a distance of 100 feet to the Northeasterly corner of said Lot 7 of Block 46; thence run Easterly for a distance of 50 feet to the Northwesterly corner of said Lot 1 of Block 45; thence in a Southerly direction along the Easterly right of way line of said 8<sup>th</sup> Street for a distance of 100 feet back to the Point of Beginning.

(Subject to that certain Lease Agreement between the Utility Board of the City of Key West, Florida and the City of Key West, Florida dated July 24, 2002).



Parcel Identification No. 00052460-000000

**Doc# 1902468**  
**Bk# 2592 Pg# 2269**

Parcel 16 (Internal Reference)

Lots 1 and 2 in Block 4 as shown on the Key West Foundation Co.'s Subdivision Plat No. 1, Page 155 of the Public Records of Monroe County, Florida.

(Subject to that certain Lease Agreement between the Utility Board of the City of Key West, Florida and the City of Key West, Florida dated July 24, 2002).

Parcel 17 (Internal Reference)

All that certain piece or parcel of land situated lying and being in the City of Key West known and designated on the map or plat of said City as delineated by William A. Whitehead in February 1829 as part of Lot No. 4 in Square 56, but being better known as Lot 4 according to a subdivision of Lots One (1) and Four (4) aforesaid of Square Fifty-six (56), recorded in Book-K, Page 22, March 8, 1880, and commencing at the corner of Angela and Grinnell Streets and running along Grinnell Street in a Northwesterly direction Fifty (50) feet and Three (3) inches; thence at right angles in a Northeasterly direction Ninety-four (94) feet and Three (3) inches; thence at right angles in a Southeasterly direction Fifty (50) feet and Three (3) inches; thence at right angles in a Southwesterly direction Ninety-four (94) feet and Three (3) inches to the place of beginning.

(Subject to that certain Lease Agreement between the Utility Board of the City of Key West, Florida and the City of Key West, Florida dated July 24, 2002)

Parcel Identification No. 00064570-000300

Doc# 1902468  
Bk# 2592 Pg# 2271

Parcel 18 (Internal Reference)

Commencing at the Southwesterly corner of Parcel 16-A as recorded in Plat Book 3, Page 35, Official Records of Monroe County, Florida; thence N 21° 14' 20" W along the Northwesterly boundary of said parcel which is the Easterly R/W line of 13<sup>th</sup> Street a distance of two hundred sixty-five and eighty-eight hundredths (265.88) feet to a point of curvature; thence continue along the Easterly R/W line of 13<sup>th</sup> Street as existing and constructed by the City of Key West, along a circular curve to the left having a radius of one thousand, two hundred and six and thirty hundredths (1206.30) feet and a central angle of 23° 02' 40" a distance along the arc of ninety-four and twenty-one hundredths (94.21) feet to the true point of beginning of the parcel of land hereinafter described; thence continue along the Easterly R/W line of 13<sup>th</sup> Street and said circular curve a distance along the arc of one hundred twenty-six and eleven hundredths (126.11) feet to a point; thence N 68° 41' 40" E a distance of one hundred thirty-six and thirty-eight hundredths (136.38) feet to a point; thence S 21° 14' 20" E a distance of one hundred twenty-five feet (125) to a point; thence S 68° 41' 40" W a distance of one hundred twenty (120) feet back to the point of beginning.

Parcel Id No. 00028400-000000

Doc# 1902468  
Bk# 2592 Pg# 2272

Parcel 19 (Internal Reference)

On the Island of Key West, Monroe County, Florida, and being part of Tract 11, according to Wm. A. Whitehead's map of said Island, but better described as Part of Lot 1 of Square 7, in said Tract 11 according to C.W. Tiff's map or plan of the Island of Key West delineated July 1874. The said part of Lot 1 being more particularly described by metes and bounds as follows:

Beginning at the corner of Simonton and United Streets and running thence in a Northeasterly direction along the Northwesterly side of United Street two hundred forty-eight (248) feet; thence at right angles in a Northwesterly direction one hundred thirty-eight (138) feet and four (4) inches to a point, which is the Point of Beginning for the description by metes and bounds of the said part of Lot 1; thence at right angles in a Southwesterly direction thirty (30) feet; thence at right angles in a Northwesterly direction thirty (30) feet; thence at right angles in a Northeasterly direction thirty (30) feet; thence at right angles in a Southeasterly direction thirty (30) feet to the Point of Beginning.

(Subject to that certain Lease Agreement between the Utility Board of the City of Key West, Florida and the City of Key West, Florida dated July 24, 2002)

Parcel Id No. 00123240-000000

Parcel 22 (Internal Reference)

A parcel of submerged land in the Bay of Florida in Section 26, Township 67 South, Range 25 East, Monroe County, Florida, more particularly described as follows:

Commencing at the centerline of the Westerly abutment of the Boca Chica Bridge; thence South  $81^{\circ} 17'$  West along said centerline for a distance of 3,714.28 feet to a point; thence with a deflected angle to the right of  $108^{\circ} 43'$  go North  $10^{\circ}$  East for a distance of 211.17 feet to a point; thence with a deflected angle to the left of  $108^{\circ} 43'$  go South  $81^{\circ} 17'$  West for a distance of 485 feet to a point; said point also to be known as the Point of Beginning; thence with a deflected angle to the right of  $82^{\circ} 30'$  go North  $16^{\circ} 13'$  West for a distance of 500 feet to a point; thence South  $81^{\circ} 17'$  West for a distance of 527.80 feet to a point; thence South  $16^{\circ} 13'$  East for a distance of 500 feet to a point; thence North  $81^{\circ} 17'$  East for a distance of 527.80 feet back to the Point of Beginning. Containing 6.0 acres, more or less.



Parcel 24 (Internal Reference)

Parcel B

A parcel of land on a part of Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the plat of Stock Island, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East for a distance of 500.00 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 2242.25 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 2131.53 feet to a point; thence bear North 06 degrees and 04 minutes East for a distance of 462.93 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning bear South 81 degrees 50 minutes and 40 seconds West for a distance of 558.45 feet to a point; thence bear South 08 degrees 09 minutes and 20 seconds East for a distance of 876.74 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 348.92 feet to a point; thence bear North 05 degrees and 04 minutes East for a distance of 527.49 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 27.01 feet to a point; thence bear North 06 degrees and 04 minutes East for a distance of 1115.31 feet to a point; thence bear South 81 degrees, 50 minutes and 40 seconds West for a distance of 51.58 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 643.06 feet back to the Point of Beginning.

And

Commencing at a point on the Northeast corner of Parcel A as recorded in Plat Book 1, Page 55, Official Records, Monroe County, Florida, thence South 81 degrees fifty minutes forty seconds West for a distance of twenty two and three hundredths feet to the Point of Beginning, of a strip of land ten feet wide lying five feet on each side of the following described centerline; thence South six degrees, four minutes zero seconds West for a distance of sixteen hundred and forty-two feet to a point lying on the centerline of the extension of the Southerly line of Parcel B.

And

A parcel of land on a part of Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right of way line of Fifth Avenue and the Easterly right of way line of Fifth Street of the plat of Stock Island, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East for a distance of 500.00 feet to a point thence bear South 06 degrees 04 minutes West for a distance of 2242.25 feet to a point; thence bear South 83 degrees and 56 minutes East

for a distance of 2193.73 feet to a point on the Easterly line of submerged land described in Trustees of Internal Improvement Fund Deed #19837-A, said point also to be known as the Point of Beginning; thence bear North 06 degrees and 04 minutes East along the Easterly line of submerged land described in Trustees of Internal Improvement Fund Deed #19837-A for a distance of 1118.40 feet to a point; thence bear South 81 degrees 50 minutes and 40 seconds West for a distance of 12.58 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 1115.31 feet to a point; thence bear North 83 degrees and 56 minutes West for a distance of 27.01 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 527.49 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 12.20 feet to a point on the Easterly line of submerged land as described in Trustees of Internal Fund Deed #20793; thence bear North 06 degrees and 04 minutes East along the Easterly line of submerged land described in Trustees of Internal Improvement Fund Deed No. #27093 for a distance of 527.49 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 27.01 feet back to the Point-of-Beginning.

**Doc# 1902468**  
**Bk# 2592 Pg# 2275**

Parcel 25 (Internal Reference)

A parcel of land on a part of Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Stock Island; recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56, minutes East for a distance of 500.00 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 2242.25 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 2131.53 feet to a point; thence bear North 06 degrees and 04 minutes East for a distance of 462.93 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning bear South 81 degrees, 50 minutes and 40 seconds West for a distance of 558.45 feet to a point; thence bear North 08 degrees, 09 minutes and 20 seconds West for a distance of 543.35 feet to a point; thence bear North 81 degrees, 50 minutes and 40 seconds East for a distance for a distance of 560.00 feet to a point; thence bear North 08 degrees, 09 minutes and 20 seconds West for a distance of 80 feet to a point; thence bear North 81 degrees 50 minutes and 40 seconds East for a distance of 156.44 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 643.06 feet back to the Point of Beginning, containing 8.09 acres.

Parcel Id No. 00123580-000000

Doc# 1902468  
Bk# 2592 Pg# 2277

Parcel 27 (Internal Reference)

A parcel of land on a part of Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Southerly right-of-way line of Fifth Avenue and the Easterly right-of-way line of Fifth Street of the Plat of Survey, as recorded in Plat Book 1, Page 55 of the Public Records of Monroe County, Florida, bear South 83 degrees and 56 minutes East for a distance of 500.00 feet to a point; thence bear South 06 degrees and 04 minutes West for a distance of 2242.25 feet to a point; thence bear South 83 degrees and 56 minutes East for a distance of 2131.53 feet to a point; thence bear North 06 degrees and 04 minutes East for a distance of 462.93 feet to a point; thence bear South 81 degrees, 50 minutes and 40 seconds West for a distance of 558.45 feet to a point; thence bear North 08 degrees, 09 minutes and 20 seconds West for a distance of 543.35 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning bear North 81 degrees, 50 minutes and 40 seconds East for a distance of 560.00 feet to a point; thence bear North 08 degrees, 09 minutes and 20 seconds West for a distance of 80 feet to a point; thence bear South 81 degrees, 50 minutes and 40 seconds West for a distance of 560.00 feet to a point; thence bear South 08 degrees, 09 minutes and 20 seconds East for a distance of 80 feet back to the Point of Beginning, containing 1.03 acres.

Parcel Id No. 00126380-000000

Parcel 28 (Internal Reference)

Commencing at the SE corner of Block 48 in Stock Island Subdivision, a Subdivision of all Lots 1, 2, 3, 5, 6, Sec. 35; Lot 2, Sec. 36; Lot 3, Sec. 26; Lot 2, Sec. 34; all in Stock Island, Monroe County, Florida, T 67 S, R 25 E, and being recorded in Plat Bk. 1, Pg. 55, Monroe County, Florida records; thence Northerly along the Westerly R/W line of Second Street, a distance of 90.00 feet; thence at a right angle Westerly, a distance of 112.50 feet; thence at a right angle Southerly, a distance of 78.75 feet to the Northerly R/W line of Third Avenue; thence southeasterly along said R/W line a distance of 113.10 feet to the Point of Beginning.

Parcel Identification No. 00120980-000000

Doc# 1902468  
Bk# 2592 Pg# 2279

Parcel 29 (Internal Reference)

Beginning at a point that is the intersection of the South right-of-way line of U.S. Highway No. 1 and the East line of Government Lot 1, Section 22, Township 67 South, Range 26 East, run Westerly along the said Southerly right-of-way line of U.S. Highway No. 1 for a distance of 1178.97 feet to the POINT OF BEGINNING of the Parcel of land hereinafter described; thence continue Westerly along the said Southerly right-of-way line of U.S. Highway No. 1 a distance of 300.00 feet to a point on the Westerly line of Government Lot 1; thence at an angle of  $63^{\circ} 11' 25''$  to the left and along the West line of Government Lot 1 a distance of 300.00 feet to a point; thence at an angle of  $116^{\circ} 48' 35''$  to the left and parallel to the Southerly right-of-way line of U.S. Highway No. 1 for a distance of 300.00 feet to a point; thence at an angle of  $63^{\circ} 11' 25''$  to the left and parallel to the West line of Government Lot 1 for a distance of 300.00 feet back to the POINT OF BEGINNING.



Parcel Id. No. 00115530-000000

**Doc# 1902468**  
**Bk# 2592 Pg# 2280**

Parcel 30 (Internal Reference)

An undivided one-half interest in Lot 9 of Section 20, in Township 66 South of Range 28 East. Said Lot 9 being on Cudjoe Key. Reference is hereby made to Deed recorded in Book C-1, Page 153 and Deed recorded in Book D-1, Page 129 of the Public Records of Monroe County, Florida. Said Lot 9 contains sixty-four and one-half (64-1/2) acres, more or less. LESS land described in Deed recorded in O.R. Book 55, Page 83, Public Records, Monroe County, Fla. The above Deed is a corrective Deed being given to correct the description contained in that certain Warranty Deed given by the grantor to the grantee herein, dated the 24<sup>th</sup> day of April, 1967, and recorded in Official Record Book 401, Pages 645 and 646 of the Public Records of Monroe County, Florida.

**MONROE COUNTY  
OFFICIAL RECORDS**

MONROE COUNTY  
OFFICIAL RECORDS

IN THE CIRCUIT COURT OF THE 16TH  
JUDICIAL CIRCUIT OF THE STATE OF  
FLORIDA IN AND FOR MONROE COUNTY

CASE NO.: 96-671-CA-18

THE CITY OF KEY WEST,  
a municipal corporation,

Plaintiff,

vs.

ROBERT PADRON, OTHA COX,  
LEONARD KNOWLES, JOHN  
ROBINSON, and MARTIN ARNOLD,  
as Chairperson and Members,  
respectively, of THE UTILITY  
BOARD OF THE CITY OF KEY WEST,  
FLORIDA, d/b/a CITY ELECTRIC  
SYSTEM,

Defendants.

FILE #973372  
BK#1428 PG#1157

RCD Oct 31 1996 01:22PM  
DANNY L KOLHAGE, CLERK

FINAL JUDGMENT

THIS CAUSE came on for Final Hearing on the Complaint of the City of Key West, Florida, (hereinafter "City") against the Utility Board of the City of Key West, Florida, (hereinafter "Utility Board") seeking declaratory judgment, injunctive relief, and mandamus.

In essence, the dispute between the parties involves a single issue. That issue is whether the Utility Board of the City of Key West, Florida, has the power and right to lease or to dispose of the property known as the "old steam plant", historically utilized by the Utility Board as an electric generating facility. A secondary issue is whether there exist any conditions imposed by law on the exercise of that power and right.

CES occasioned this action by the City when it called for

request for proposals seeking offers to lease the property for a minimum duration of twenty-five years. The City maintained this action made such properties "surplus", notwithstanding the fact that no such declaration was ever made by the Utility Board.

The City also maintains that since the record title, (i.e. the deed to the property) was in the name "City of Key West, Florida" that the City "owned" the subject property. Thus the Utility Board was required to turn the property over to them if it was going to be leased out.

The City also argues that if the special act which created the Utility Board of the City of Key West, Florida, to-wit: Chapter 69-1191, Laws of Florida, provided otherwise it was unconstitutional. The City maintained that the Legislature of the State of Florida could not take property belonging to the City and give power, right or title to the Utility Board as is provided in Chapter 69-1191.

Secondarily, the City contends that if the property was surplus then the Utility Board had to first offer said property to the City without compensation to the Utility Board.

The Court finds: (1) the fact that the deed of 1951 to the property reflects the City of Key West as grantee is not relevant to the current issues; and (2) the subject property was intended to be and has been in use in the electric public utility since 1951; (3) as such the use and disposition thereof was given over to the Utility Board's discretion by the Legislature in the 1965 and 1969 special Acts of the Legislature.

In sum, it is clear from the history of the Legislative Acts

dealing with the electric public utility owned by the City of Key West that the Legislature intended all property pertaining to the operation of such utility to be in the exclusive hands of the Utility Board rather than the City Commission of Key West; that the Legislature of Florida had and still has such plenary power over municipalities that its actions have been lawful and constitutional in giving over such control to the Utility Board; and that only the State Legislature and not the City Commission of Key West can affect the power and right of said Utility Board as created under Chapter 69-1191 Laws of Florida.

The City acquired the electrical utility sometime prior to 1945 and established a board by city ordinance to operate said utility on its behalf. The Florida Legislature in 1945 undertook to change the status of the board and vested the operation of the public utility in a utility board created by Special Act of Florida. (Laws of Florida, 1945, Chapter 23-373.) In Section (9) the Legislature provided that such Board

"shall have full and complete supervision, management, and control of the municipal electric utility on behalf of the City including the maintenance, operation, extension, and improvement thereof."

In 1951 the subject property was purchased in the name of the City of Key West, Florida, specifically and only for the use of the electric utility as a steam generation facility. (The property was used as such until recently.) The property and improvements were purchased by the issuance of bonds either in the name of the City of Key West, Florida and/or the Utility Board of the City of Key West, Florida. Significantly, these bonds did not pledge the ad

valorem taxing power of the City. Rather said bonds were "revenue bonds" payable solely from the net revenues received out of the operation of the electric utility.

In 1965, the Florida Legislature acted again to create a new utility board to operate the electric utility owned by the City of Key West, (Laws of Florida, Chapter 65-1770.) This Special Act made the new Utility Board successor to the old Utility Board which existed under the aforesaid Special Act of 1945. The Legislature gave this Utility Board the

"full, complete and exclusive power and right to manage, operate, maintain, control, extend, and extend beyond the limits of the City of Key West, Florida the electric public utility now owned by the City of Key West, Florida."

Moreover, in Section (8) the Legislature provided that all of the property, real or mixed, "used or intended for use, in or in connection with" said public utility was given over to such exclusive power and right of the Utility Board. More specifically, in Section (8) the Legislature provided that the Utility Board

"shall have the exclusive right and power to buy, purchase, contract for the purchase of, rent, sell, agree to sell, exchange, lease, and convey by deed or by such lawful means as permitted by the Laws of Florida without the consent or approval of the City Commission, counsel or other governing body of the City of Key West, Florida",

and that in exercising such power and right it could dispose of such property as aforesaid under terms that in Utility Board's judgment were deemed proper. (Parenthetically, the 1965 Act also granted unto the Utility Board the power to extend the electric utility outside of the territorial limits of the City of Key West,

Florida into Monroe County and specifically ratified a franchise issued by the Monroe County Commissioners to the Utility Board of the City of Key West, Florida.) The 1965 Act also granted to the Utility Board the right to issue revenue bonds in its own name and gave the Utility Board the power of eminent domain.

Unquestionably at this time the subject property had been purchased and was being used as a steam generation plant in the electric utility; and it was being paid for or had been paid for by the revenues from the sale of power from said electric utility.

Ultimately, the Legislature acted again in 1969 in enacting Chapter 69-1191, Laws of Florida. This is the present enabling act under which the Utility Board is constituted and operates. This Act created a new board which was totally elective by the citizens of Key West, Florida, and it was made successor to the previously existing board created under Chapter 65-1770, Laws of Florida. In the title of the legislation it specifically states

AN ACT concerning local government in the City of Key West, Florida; creating the Utility Board of the City of Key West, Florida; granting said board the full, complete and exclusive power and right to manage, operate, maintain, control, extend, extend beyond the limits of the City of Key West, Florida, in Monroe County, Florida, improve, finance and re-finance the electric public utility now owned by said city"...

and

...providing that said board created under the provisions of this act shall be the successor to the Utility Board of the City of Key West, Florida, created and existing by and under said Chapter 65-1770, Laws of Florida, Acts of the Legislature Year 1965, and acts amendatory thereto, and as such successor shall succeed to all the rights, powers, privileges, duties and obligations of its predecessor board; and shall succeed to the title and ownership of all credits, money, assets, choses in



FILE #973372  
BK#1428 PG#1162

action, properties, both real, personal and mixed of which said predecessor board was possessed (emphasis supplied) or had title to or used in the operation of or in connection with said electric public utility; declaring the title to all such property, real, personal and mixed, to be vested in said board created under the provisions of this act..."

As in the earlier Act, this Act in Section (11) gave the Utility Board full, complete and exclusive power and right to manage and operate said utility including such power over all property and particularly land and property, real, personal and mixed, used or intended for use in connection with said electric public utility. Again, it is unquestioned that the subject property was in use at such time by the electric utility as a steam generation facility. Further in Section (11) the Legislature gave to this Utility Board

"the exclusive right and power to buy, purchase, contract for exchange, lease and convey by deed or such other lawful means as permitted by the Laws of Florida, whether special, local or general, without the consent or approval of the City Commission or other governing body of the City of Key West, Florida, or its municipal successor, from time to time, any of the property, real, personal or mixed, specified or referred to hereinbefore in this act, for such price or prices and on such terms, provisions and under such conditions as herein set forth at the time or times it determines that such property, real, personal or mixed, is excess to the needs of the electric public utility, or such other public utilities that the Utility Board acquires."

The new Act likewise gave to this Utility Board the power of eminent domain and (with City approval) the power to issue municipal revenue bonds in its own right and name.

Section (16) of 69-1191 gave the Utility Board discretion to classify as "surplus any of its property that is obsolete or that which is uneconomical or inefficient or which serves no useful

function". The Act in this regard stated,

"...within a reasonable exercise of its discretion and having consideration for the best interest of the Utility Board, the value and condition of such properties classified surplus, and the probability of such properties being desired by the prescribed bidder to whom offered, the Utility Board first shall offer such surplus property to other governmental units, first in the City of Key West, Florida, then in the County of Monroe..."

and

"...if no accepted bid is received within a reasonable time, they shall then offer such properties for sale by advertising for bids in a newspaper of general circulation once a week for no less than two weeks..."

Section (22) of 69-1191, reiterated that this Utility Board would be the successor to the Utility Board which previously existed under Chapter 65-1770 and that this Utility Board would succeed to all rights, privilege, duties, obligations, monies, credits, choses in action, property, real, personal and mixed, of its predecessor board including title to all properties belonging to its predecessor board.

The Supreme Court of Florida dealt with much of the City's contentions in the case of Lake Worth Utilities v. The City of Lake Worth, 468 So2d 215 (Fla. 1985). The Lake Worth Utilities Authority was created by a Special Act in 1969 in the same manner as the Utility Board of the City of Key West, Florida. It was created to operate the public utility owned by the City of Lake Worth. The Lake Worth City Commission in a dispute with the Utilities' Authority passed ordinances (purportedly under its Home Rule powers) terminating and dissolving the Authority, firing its employees, including its director, changing locks on the doors,

changing signatories in the bank accounts and terminating the services of the Authorities' attorneys. The Authority filed a suit for declaratory relief contending that the City had exceeded its power and could not dissolve by ordinance that which the Legislature had created by Special Act. The Supreme Court of Florida upheld this contention of the Authority against the putative actions of the City Commission of Lake Worth.

The City Commission of Lake Worth in that case contended that the Special Act creating the Utilities' Authority was unconstitutional and/or that the City Commission was empowered to act as it did by the Municipal Home Rule Powers Act. The City Commission further alleged that all similar utility authorities or commissions so created in the state were unconstitutional. The Supreme Court in a unanimous opinion disposed of these arguments. They held that the City Commission misunderstood the 1968 revision of the Florida Constitution and said that,

"the clear purpose of the 1968 Revision, embodied in Article 8, Section 2, was to give the municipalities inherent power to meet municipal needs, but inherent is not to be confused with absolute or even with supreme in its context. The Legislature's retained power is now one of limitation rather than one of grace, but it remains an all-pervasive power nonetheless."

Thus, the Supreme Court voided the ordinances passed by the City Commission by which they sought to abrogate the Legislative Act which created the Utilities Authority.

It is clear from the Lake Worth Utilities' case that the power of the Legislature over municipalities remains all-pervasive notwithstanding the Constitutional Amendment of 1968. This is in

line with the precedent 1938 ruling of the Supreme Court in City of Orlando v. Evans, 182 So. 264. The Supreme Court held there that the Legislature has plenary power over municipalities. The Supreme Court also held that where there is a conflict between general law and the Special Act provisions, the Special Act provisions will prevail. As the Legislature has such plenary power over municipalities, the act creating the Orlando Utilities Commission was constitutional and controlled over any other general legislative act. Importantly, the Supreme Court high-lighted the language of such Special Act which granted full authority over the management and control of the electric light and water work plants in the City of Orlando;

"It is positive that the management and control of the electric light and water work plants of the City of Orlando by the Utility Commission of said City shall not only be entire, but adequate and complete in furnishing electricity to the general public of said city and the facilities of supplying the necessary equipment and appliances in carrying out the purpose was fully provided and authorized (by said special act)."

The Supreme Court held that the grant of power to the Utilities Commission of the City of Orlando was authorized under Section (8) of Article 8 to the Constitution of Florida and opined: "We doubt the wisdom of the strict construction of the grants of power, supra, so as to defeat or affect the intention of the Legislature when such power is implied if not clearly expressed as above shown." Such language in Orlando v. Evans, is particularly apropos as to the arguments put forth by the City herein.

The City's next contends that the Legislature of the State of Florida was without power to take property belonging to the City of

Key West, Florida and give it over to the authority of the Utility Board. This position was answered by the Supreme Court of Florida in 1966 in the case of the State of Florida v. Tampa Sports Authority, 188 So2d 795. Therein, by Special Act of the Legislature creating the Tampa Sports Authority, the Legislature conveyed to the Authority, without deed of conveyance or compensation, the property known as Al Lopez Field owned by the City of Tampa. The Supreme Court held,

"Our examination of the Act and the arguments advanced lead us to the conclusion that this Court many years ago construed Section (8) of Article 8 of the Constitution as vesting absolute legislative control over municipalities. No restraints have been found elsewhere in the Constitution so it appears that the Legislature had full authority to transfer the described property from one creature of the Legislature to another without formal deed or compensation".

Notwithstanding the 1968 revision to the Constitution, such holding remains valid as evidenced by the ruling in the Lake Worth Utilities case, supra.

Sequentially, the City contends that under its home rule power, it had the right to change or alter the tenants of the Legislative Act in the Utility Board, viz, 69-1191. Significantly this issue was once before raised in the Circuit Court of this Circuit in Case No. 84-300-CA-17, which involved the validation of electric revenue refunding bonds, Series 1984. Therein, this Circuit Court acting under Judge M. Ignatius Lester ruled in its final judgment dated June 1, 1984, Paragraph 6, that the bond covenant up for validation therein was legal and valid in all respects and the power and exclusive right of the Plaintiff

(Utility Board) to fix, establish, revise, maintain and collect such rates, fees, and charges is in no way affected by the adoption by the City of its Charter in a referendum called for such purposes on March 13, 1984. Such ruling provided,

"Such Charter in no respect has altered, amended or modified the provisions of the Act (69-1191) and the provisions of the Act have not become ordinances of the City as provided in Section 9.01 of the Charter, but are subject to being modified, amended or repealed only by the Legislature of Florida, subject to the rights of the holders of the Bonds..."

This in essence is the exact holding in the Lake Worth Utility case, *supra*.

Finally, this Court rejects the argument of the City that since the Utility Board may seek to enter into a long term lease of the subject property, it is therefore "surplus" and must be given to the City without compensation.

First, the enabling act of the Legislature 69-1191 vests total discretion to declare property surplus in the Utility Board. A Court should not act as to compel action in an area that is totally within the discretion of an elected legislative body. Moreover, there is no evidence or compelling reason shown at this juncture for this Court to do so. This Court is cognizant that the operation of an electric utility system requires long range planning. Hence, this Court will not second guess the elected board's decision declaring the subject property surplus. That right is accorded the Utility Board exclusively under 69-1191. Until such time as the Utility Board decides to divest itself of the subject property by declaring it surplus, there exist no conditions on its action regarding the property. Once declared



surplus, the Utility Board must follow the terms of 69-1191 and then first offer said property to other government units within the City of Key West and thereafter in Monroe County. But until such declaration by the Utility Board of the property as "surplus", there exists no justiciable issue for this Court.

Secondly, the City misreads the Legislative Act 69-1191 in that Section (16) is clear as to what happens when and if the Utility Board declares any of its property surplus. The Act does not provide that the property must be given over to the City of Key West, Florida and certainly does not provide that it should be given over without compensation. The Act provides that when and if the Utility Board deems its property surplus it, "first shall offer such surplus property to other governmental units, first in the City of Key West, Florida, then in the County of Monroe". The act then provides, "if no accepted bid is received within a reasonable time, they shall then offer such property for sale by advertising for bids". Clearly, the above language provides that it is within the discretion and judgment of the Utility Board to accept or reject any bid by any governmental unit in the City of Key West or in the County of Monroe which it deems unacceptable.

This Court is aware that the Utility Board has outstanding revenue bonds which are payable to the purchasers of such bonds. The Court is further aware that the purchase of those bonds by investors and the sale thereof by the Utility Board was predicated not solely on the amount of revenues historically generated by said Utility, but also on such property and facilities owned or under

the control of said Utility Board in its operations. (See Utility Board of the City of Key West, Florida v. the State of Florida and the Taxpayers, Property Owners and Citizens of the City of Key West, Case No. 84-300-CA-17 in the Circuit Court of the Sixteenth Judicial Circuit of Florida in and for Monroe County.) For this Court to hold as the City suggests would be to divest the electric utility and consequently its bondholders of property and assets upon which the bond contract was predicated. Such ruling would require any piece of property not presently being used by the Utility Board solely for electric generation and distribution be turned over to the City of Key West for disposition by the City Commission without compensation to the Utility Board. Obviously, such ruling could soon strip the Utility Board of the assets that comprised the financial backing of the revenue bonds it issued in obvious derogation of the rights of the bond holders under the bond covenants which the City itself has heretofore approved.


THEREFORE, IT IS ORDERED, ADJUDGED and this Court holds that:

1. The power and right to dispose of the subject property is vested solely in the Utility Board in its exclusive discretion pursuant to 69-1191, Laws of Florida;
2. The Special Act is constitutional in all respects;
3. The City of Key West through its City Commission does not have the power to amend or modify the Special Act of the Legislature creating the Utility Board; and
4. The Utility Board is not obligated to turn the subject property over to the City of Key West.

FILE #973372  
BK#1428 PG#1170

The Court, in consequence, adjudges that the affirmative relief sought by the City is denied; the question posed by the declaratory judgment request is answered as above set forth. As to the remaining counts of the Complaint inasmuch as they have been answered by the decision above set forth, any further relief is denied as moot.

DONE AND ORDERED at Key West, Monroe County, Florida this 16th day of October, 1996.

  
SANDRA TAYLOR  
Circuit Judge

cc: City Attorney  
Nathan E. Eden, Esq.

MONROE COUNTY  
OFFICIAL RECORDS

## Real Estate 2014 annual bill

Account number	Parcel number	Escrow code	Millage code
1147117	00115530000000206628	—	100C

Pay your taxes online at: <http://www.monroetaxcollector.com/>

PAYMENTS MUST BE MADE IN US FUNDS.

Owner	THE UTILITY BOARD OF THE CITY OF KEY WEST 1001 JAMES ST KEY WEST, FL 33040-6935
Situs address	755 BLIMP RD CUDJOE KEY
Legal description	20 66 28 CUDJOE KEY PT LT 9 OR401-643-646 OR402-425-428 OR472-46-48E OR2369-2364 OR2375-834/35 OR1428-1157/75F/J OR2571-2253/75 OR2592-2258/80C

### Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
SCHOOL STATE LAW	1.8780	765,908	765,908	0	\$0.00
SCHOOL LOCAL BOARD	1.7480	765,908	765,908	0	\$0.00
GENERAL REVENUE FUND	0.9485	765,908	765,908	0	\$0.00
F&F LAW ENFORCE JAIL JUDICIAL	2.1213	765,908	765,908	0	\$0.00
HEALTH CLINIC	0.0577	765,908	765,908	0	\$0.00
GENERAL PURPOSE MSTU	0.1753	765,908	765,908	0	\$0.00
FLORIDA KEYS MOSQUITO CONTROL	0.4824	765,908	765,908	0	\$0.00
<b>Total</b>	10.5667				\$0.00

M C LOCAL ROAD PATROL LAW ENF	0.4404	765,908	765,908	0	\$0.00
SO FL WATER MANAGEMENT DIST	0.1577	765,908	765,908	0	\$0.00
OKEECHOBEE BASIN	0.1717	765,908	765,908	0	\$0.00
LOWER & MIDDLE KEYS FIRE & AMB	2.3309	765,908	765,908	0	\$0.00
EVERGLADES CONSTRUCTION PRJT	0.0548	765,908	765,908	0	\$0.00
<b>Total</b>	10.5667				\$0.00

Combined taxes and assessments: \$0.00

<b>If received by:</b>	Sep 30, 2015
<b>Please pay:</b>	\$0.00

### Tax summary:

No taxes due

### Tax History:

Bill	Balance	Date	Status
2014 annual bill	\$0.00		
2013 annual bill	\$0.00		
2012 annual bill	\$0.00		
2011 annual bill	\$0.00		
2010 annual bill	\$0.00		
2009 annual bill	\$0.00		
2008 annual bill	\$0.00		
2007 annual bill	\$0.00		
2006 annual bill	\$0.00		
<b>Total balance</b>	<b>\$0.00</b>		

2005 annual bill	\$0.00	
2004 annual bill	\$0.00	
2003 annual bill	\$0.00	
2002 annual bill	\$0.00	
2001 annual bill	\$0.00	
2000 annual bill	\$0.00	
1999 annual bill	\$0.00	
1998 annual bill	\$0.00	
<b>Total balance</b>	<b>\$0.00</b>	



**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**  
*Transactions, Due Diligence, Development, Brownfields, Cleanups & Compliance*

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One Southeast Third Avenue, Suite 2120  
Miami, Florida 33131  
Telephone: (305) 777-1680  
Facsimile: (305) 777-1681  
www.goldsteinenvlaw.com

Lindsay C. Walton, Esq.  
Direct Dial: (305) 777-1686  
Email: lwalton@goldsteinenvlaw.com

November 17, 2015

Rimersburg Coal Company  
c/o Ring, Mahony & Arner  
1201 Dupont Bldg.,  
Miami, FL 33131

**Re: Notice of Intent to Enter into a Restrictive Covenant with the Florida  
Department of Environmental Protection ("FDEP")**

To whom it may concern:

We are writing to you on behalf of our client, The Utility Board of the City of Key West, Florida d/b/a Keys Energy Services ("Keys Energy"). You are receiving this notice because you are holder of the following recorded instrument (a copy of which is attached hereto), on certain Property owned by Keys Energy:

- Grant of Easement, dated March 11, 1971, and recorded March 19, 1971, in Official Records Book 472, Page 46, of the Public Records of Monroe County, Florida.

In connection with certain environmental site rehabilitation activities on the property, Keys Energy has requested that the FDEP approve a No Further Action Proposal with Institutional Controls and issue a Site Rehabilitation Completion Order with Conditions for a contaminated site relating to this property. Keys Energy is seeking this order in reference to Site ID #9100316, which encompasses the property located at 755 Blimp Road, Cudjoe Key, Monroe County, FL, and intends to restrict exposure to contamination through implementation of an Institutional Control, to restrict groundwater use, pursuant to Chapter 62-780, F.A.C. (or subsequently adopted contamination site cleanup criteria rules). Such restrictions will be set forth in a Declaration of Restrictive Covenants between Waste Management and the FDEP that will further encumber the property.

Attached to this letter is a summary of the history of the contamination addressed by the Restrictive Covenant, including the type of contamination, the affected media and the location of the contamination. Please contact the undersigned if you have any questions regarding this notice. In addition, you may contact Mr. Mark Sautter, Project Manager, Florida Department of Environmental Protection, South District, 2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901,

mark.sautter@dep.state.fl.us, to discuss the status of the work. Complete copies of the No Further Action Proposal, the draft restrictive covenant, and the FDEP's preliminary evaluation are available for public inspection during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at FDEP, 2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901, or online at <http://depdms.dep.state.fl.us/Oculus/servlet/login>. Please use the FDEP\_Com, Facility or Project number listed on the FDEP's preliminary evaluation to communicate with the FDEP or the online document management system (Oculus). Alternatively, please contact the undersigned for complete copies of such documents for inspection.

**Holders of recorded interests have 30 days from receipt of this notice to provide comments to the FDEP. Within the 30-day comment period, holders of recorded interests may request additional time for review. Such comments must be sent to Mr. Mark Sautter, Project Manager, South District, 2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901, mark.sautter@dep.state.fl.us.**

Sincerely,

**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**



Lindsay C. Walton

/lcw

Enclosure

cc: Mark Sautter, South District, FDEP  
Michael R. Goldstein, Esq., The Goldstein Environmental Law Firm, P.A.

# Attachment A

202060

GRANT OF EASEMENT

THIS INDENTURE, made the 11th day of March, 1971, between the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, (herein called the "Grantor") and the Rimersburg Coal Company, (herein called the "Grantee").

WHEREAS, the Grantee has requested the conveyance of an easement for the right of ingress and egress over property of the Grantor so as to afford the Grantee complete use and enjoyment of this easement.

NOW, this indenture witnesseth that, the Grantor grants unto the said Grantee, its secessors and assigns an easement for the rights of ingress and egress, such easement to be confined to that portion of the property which is described as follows:

A fifty (50') by two hundred (200') feet strip of land in a part of Government Lot 9, Section 20, Township 66 South, Range 28 East, on Cudjoe Key, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of Government Lot 9, bear North, along the line dividing Government Lots 8 and 9, twelve hundred-seventy (1270') feet to the Point-of-Beginning of the strip of land hereinafter described; from said Point-of-Beginning, continue bearing North, fifty (50') feet; thence bear West, two hundred (200') feet to the East right-of-way line of the existing State Road; thence bear South, along the East right-of-way line of said State Road, fifty (50') feet; thence bear East, two hundred (200') feet back to the Point-of-Beginning.

The above description is intended to describe a fifty (50') feet wide access road.

This easement is granted subject to the following conditions:

1. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be promulgated by the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, to insure that the exercise of such rights shall not interfere with the activities of the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA.

2. The Grantee covenants that it will indemnify and save and hold harmless the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, its officers, agents, and employees for and from any and all liabilities or claims for loss of or damage to persons and any property owned by or in the custody of Grantee, its officers, agents, servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any persons which may arise out of or be attributable to the condition, state of repair or Grantee's use and occupancy of the premises, whether or not the same shall be occasioned by the negligence or lack of diligence or other cause on the part of Grantee, its officers, agents, servants, employees, subtenants, licensees, or invitees.

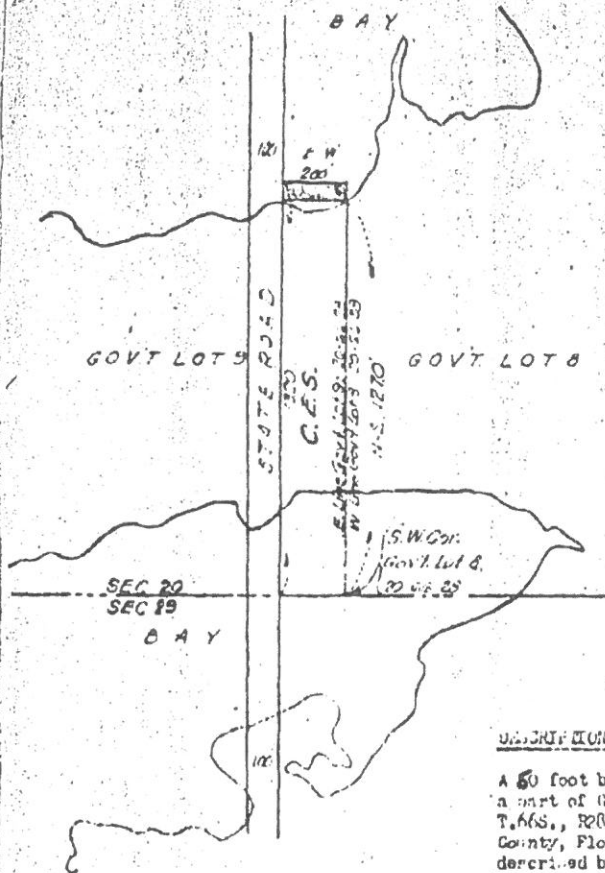
FILED FOR RECORD  
1971 MAR 19 PM 3:14  
EARL R. JAMES, CLK. CT. CLERK  
MONROE COUNTY, FLORIDA



REF 472 PAGE 47  
C. G. BAILEY & ASSOCIATES  
LAND SURVEYORS  
P.O. Box 728, Maitland, Florida 32751  
Telephone 941-9481 - 941-9482

COMP. BY C.G.B.  
CHK. BY  
DATE 2/27/71  
SHEET No. 1  
JOB No. McKay, L.S.

SUBJECT



Scale 1"=200'

DESCRIPTION:-

A 50 foot by 200 foot strip of land in a part of Government Lot 9, Section 20, T.46S., R.28E., on Oudjoe Key, Monroe County, Florida and being more particularly described by rates and bounds as follows:

Commencing at the Southeast Corner of Government lot 9, bear North, along the line dividing Government Lots 8 and 9, 1270 feet to the POINT OF BEGINNING of the strip of land hereinafter described; from said POINT OF BEGINNING, continue bearing North, 50 feet; thence bear West, 200 feet to the East right-of-way line of the existing State Road; thence bear South, along the East right-of-way line of said State Road, 50 feet; thence bear East, 200 feet, back to the POINT OF BEGINNING.

I HEREBY CERTIFY: That the attached plat and description are true and correct to the best of my knowledge and belief as plotted and prepared by me.

*C.G. Bailey*

C. G. Bailey, M.C., Fla.  
Land Surveyor No. 620



3. All or any part of the easement herein granted may be terminated upon failure on the part of the Grantee to comply with any of the terms and conditions of this grant; upon abandonment of the rights granted herein, or upon nonuse of such rights for a period of two consecutive years.

4. The Grantor reserves the right to use the premises which are the subject of this easement for any purpose which does not create an unreasonable interference with the use and enjoyment by the Grantee of the easement right granted herein.

IN WITNESS WHEREOF, the Grantor of an easement provided for herein has caused these presents to be executed by its authorized officer as of this 11th day of March, A. D., 1971.

Ralph Robert

UTILITY BOARD OF THE CITY  
OF KEY WEST, FLORIDA

BY: Henry E. Coleman  
Its Chairman

William T. Cates  
Witnesses as to execution by  
UTILITY BOARD OF THE CITY  
OF KEY WEST, FLORIDA

ATTEST:  
William T. Cates  
Its Secretary

STATE OF FLORIDA ss  
COUNTY OF MONROE

On this the 11th day of March 1971. Before me personally appeared Henry E. Coleman and William T. Cates, Chairman and Secretary respectively of the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, and acknowledged that they executed the above instrument.

Myrvin Horn  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JANUARY 1, 1972  
BONDED THROUGH PROBATE COURT

202060

Recorded in Official Record Book  
Monroe County, Florida  
CARL R. ADAMS  
CLERK OF CIRCUIT COURT  
TUESDAY, MARCH 16, 1971



## Attachment B

History of Contamination Addressed by the Restrictive Covenant  
for Keys Energy Services – Cudjoe Key

The Property was formerly used as a peaking electric station, which operated two diesel-powered generators to provide power supply to local residents during high demand periods. In connection with former site uses, a petroleum discharge was discovered on June 29, 1992. Groundwater assessment activities at the Property identified exceedances of petroleum constituents, including Benzene, Ethylbenzene, Isopropylbenzene, Naphthalene, and 1-Methylnaphthalene. Petroleum constituent impacts are documented to be limited to within the Property boundary and are not migrating off-site.



Published Weekly  
Marathon, Monroe County, Florida

## **PROOF OF PUBLICATION**

### **STATE OF FLORIDA COUNTY OF MONROE**

Before the undersigned authority personally appeared **JASON KOLER** who on oath, says that he is **PUBLISHER** of the **WEEKLY NEWSPAPERS**, a weekly newspaper published in Marathon, in Monroe County, Florida: that the attached copy of advertisement was published in said newspaper in the issues of: (date(s) of publication)

November 20, 2015

Affiant further says that the said **WEEKLY NEWSPAPERS** is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, once each week (on Friday) and has been qualified as a second class mail matter at the post office in Marathon, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s) and that The Weekly Newspapers is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Sworn to and subscribed before me  
this 20 day of November 2015.

(SEAL)

Lynn H. Ritli  
Notary



### **STATE OF FLORIDA**

### **DEPARTMENT OF ENVIRONMENTAL PROTECTION NOTICE OF PROPOSED AGENCY ACTION**

The Florida Department of Environmental Protection (FDEP) gives notice that it proposes to approve a No Further Action Proposal with an Institutional Control and a Site Rehabilitation Completion Order with Conditions for a contaminated site. The Utility Board of the City of Key West, Florida d/b/a Keys Energy Services, is seeking this order in reference to FDEP Project Number 9100316, which encompasses the property located at 755 Blimp Road, Cudjoe Key, Monroe County, FL, and intends to restrict exposure to contamination through the implementation of an Institutional Control, to restrict groundwater use, and recordation of a restrictive covenant to ensure the preservation of the restrictions. Complete copies of the No Further Action Proposal, the draft restrictive covenant, and the FDEP's preliminary evaluation are available for public inspection during normal business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at FDEP, South District, 2295 Victoria Avenue, Suite 364, Fort Myers, Florida 33901. Local governments with jurisdiction over the property subject to the Institutional Control, real property owner(s) of the property subject to the Institutional Control, and residents of any property subject to the Institutional Control have 30 days from publication of this notice to provide comments to the FDEP. Such comments must be sent to the attention of Mr. Mark Sautter, FDEP, South District, 2295 Victoria Avenue, Suite 364, Fort Myers, FL 33901, mark-sautter@dep.state.fl.us.