AGENDA

MONROE COUNTY SPECIAL AIRPORTS MEETING
March 7, 2024
10:00 AM

The Board will convene at the Marathon Government Center
2798 Overseas Highway, Marathon, FL.
The meeting is open to the public.
Members of the public can also attend will be via Communications Media Technology at:
Zoom webinar: https://mcbocc.zoom.us/j/89204098700
To report problems with the broadcast or Zoom webinar, please call (305) 872-8831.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., prior to the scheduled meeting; if you are hearing or voice impaired, call "711". Live Closed Captioning is available via the MCTV portal @ https://cloud.castus.tv/vod/monroe/video/60832c9dcf67bb7ac0c21791?page=HOME&type=live for meetings of the Monroe County Board of County Commissioners.

A person may submit written comments or other physical evidence on a particular agenda item for consideration at the BOCC meeting via email to Lindsey Ballard @ ballard-lindsey@monroecounty-fl.gov County Administrator's Office, no later than 3:00 P.M. on the Monday prior to the meeting. The email must include the submitter's name, address, phone number and email address and the agenda item number the documents/comments are regarding. Any intellectual property submitted must include the appropriate authorization for use. Any person who wishes to be heard shall, prior to an item being called, provide the Clerk with his/her name and residence, and the agenda item on which he or she wishes to be heard. An individual has three minutes to address the Commission. However, the first person representing an organization has five minutes to address the Commission. Subsequent speakers for the same organization have three minutes to address the Commission. For land use items, the petitioner and, if the owner is different than the petitioner, then the owner of the property that is the subject of the land use item, will be allowed 20 minutes to address the Commission. Other people are allowed five minutes to address the Commission. Speakers appearing remotely via communications media technology may speak under the same time constraints as those speakers appearing live before the Commission. Remote speakers need not fill in a speaker card before speaking but must identify themselves and their addresses at the beginning of their remarks. Failure to do so may result in early termination of their speaking privileges for that item. For additional assistance, please call (305) 292-4441 or email your inquiry to: ballard-lindsey@monroecounty-fl.gov.

Please note that all time approximate items are listed in bold.

TIME APPROXIMATE

10:00 A.M. **Call to Order**
Salute to Flag

A. AIRPORTS

A1. Approval of grant of conservation easement to the South Florida Water Management District with third party enforcement rights to the U.S. Army Corps of Engineers pursuant to permitting requirements for the aircraft overflow apron project at Key West International Airport.

A2. Approval of grant of conservation easement to the South Florida Water Management District with third party enforcement rights to the U.S. Army Corps of Engineers and the Monroe County Comprehensive Plan Land authority pursuant to permitting requirements for the aircraft overflow apron project at Key West International Airport.

A3. Approval and delegation of authority to the Mayor to execute the grant of conservation easement, as approved by the County Attorney's Office, to the South Florida Water Management District with third party enforcement rights to the U.S. Army Corps of Engineers and the Monroe County Comprehensive Plan Land authority pursuant to permitting requirements for the Commercial Apron project at Key West International Airport.

ADJOURNMENT

B. LAND AUTHORITY GOVERNING BOARD

B1. Roll Call

B2. Approval of a Resolution by the Monroe County Comprehensive Plan Land Authority approving conveyance of Parcel X, Summerland Key Properties on Summerland Key having Parcel ID Number 00114470-002400 to Monroe County for use as mitigation and approving the Grant of Conservation Easement encumbering Parcels X through DD, Summerland Key Properties on Summerland Key having Parcel ID Numbers 00114470-002400 through 00114470-003000 approved by the Monroe County Board of County Commissioners required in the Aircraft Overflow Apron and Mitigation Project at Key West International Airport.

ADJOURNMENT

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

SPECIAL AIRPORTS MEETING Meeting
March 7, 2024
Agenda Item Number: A1
2023-2210

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING: Approval of grant of conservation easement to the South Florida Water Management District with third party enforcement rights to the U.S. Army Corps of Engineers pursuant to permitting requirements for the aircraft overflow apron project at Key West International Airport.

ITEM BACKGROUND:
The Monroe County airport has several airport improvement programs scheduled and/or underway. One of those improvements is to enlarge the aircraft overflow apron. Staff has been working for the last several years with the airports general as well as environmental consultants to obtain the necessary permitting from the South Florida Water Management District and the U.S. Army Corps of Engineers

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PREVIOUS RELEVANT BOCC ACTION:
Approved Resolution 131-2022 expressing the county's commitment to provide conservation easements as required by aircraft overflow project at the April 2022 regularly scheduled BOCC meeting.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Conservation Easement - SFWMD with 3rd party beneficiary rights to USACE March 2024 (2).pdf
Resolution 131-2022 (002).pdf

FINANCIAL IMPACT:

ONS-1, ONS-2, ONS-3
Prepared by:
Beverly F. Birkitt: Birkitt Environmental Services, Inc.
Pedro J. Mercado: Senior Assistant County Attorney

Return original or certified recorded document to:
South Florida Water Management District
33301 Gun Club Rd.
West Palm Beach, FL 33406

Deed of Conservation Easement Third Party Beneficiary Rights to the U.S. Army Corps of Engineers

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of _____, 2024, by Monroe County Board of County Commissioners ("Grantor") whose mailing address is 1100 Simonton St., Suite 205, Key West, FL 33040 to the South Florida Water Management District ("Grantee") with third party enforcement rights to the U.S. Army Corps of Engineers ("Corps") ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third-Party Beneficiary.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Monroe County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No.211022-31948 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No.SAJ-2003-04620 ("Corps Permit") authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities;

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto), shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit (or any modification thereof) or in a Management Plan which has been approved in writing by the Grantee):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor

shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **Rights of the U.S. Army Corps of Engineers ("Corps").** The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Corps. The Grantee shall consider any comments or objections from the Corps when making the final decision to release or amend this Conservation Easement.

6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. **Grantee's and Third Party Beneficiary's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee and Third Party Beneficiary shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. **Third Party Beneficiary's Enforcement Rights.** The Third Party Beneficiary of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions, and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions, and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

12. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

13. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors- in-interest, which shall be filed in the public records in Monroe County, Florida.

16. **Mangrove Trimming.** Nothing in this document prohibits the Grantor from entering the Conservation Easement area for ONS-1 and ONS-2 to perform mangrove trimming pursuant to Consent Order (FDEP OGC Case No 90-696-CA-18) as needed for Part 77 clearance for the Airport and as required by the FAA.

17. **Wildlife Hazards.** Nothing in this document prohibits the Grantor from entering the Conservation Easement area to conduct temporary, non-habitat/wetlands altering tactics (i.e., use of bird scare devices) as needed to address a wildlife hazard as required by the FAA.

18. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Monroe County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a

servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Conservation Easement to be executed effective as of the date and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

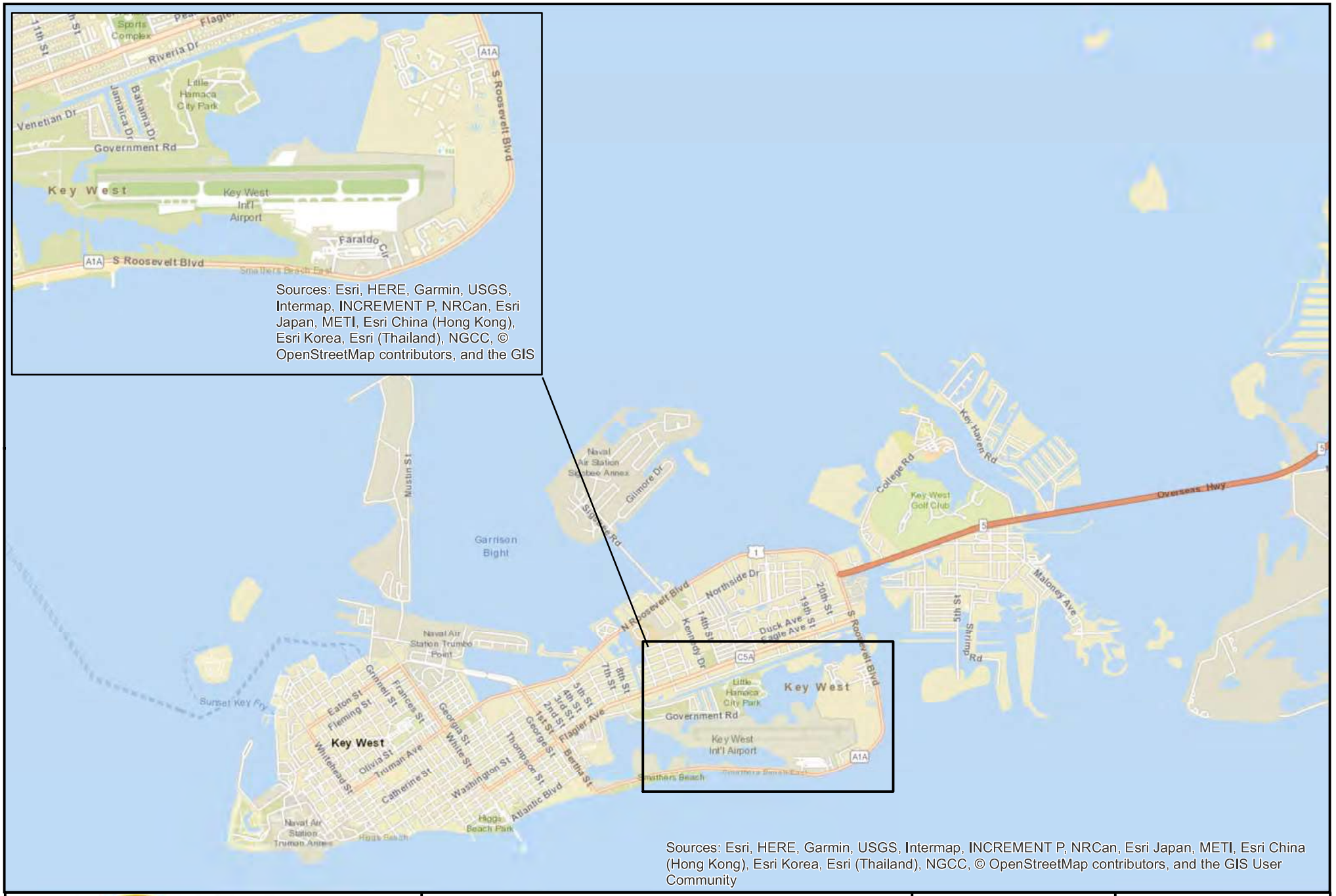
By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor Holly Merrill Raschein

EXHIBIT A

[LOCATION MAP]



BIRKITT ENVIRONMENTAL SERVICES, INC.
126 3rd Ave, N., STE 104
Safety Harbor, FL 34695

Figure 1.0

Location Map

Key West Internation Airport Aircraft Overflow Parking
Monroe County, FL

This map was developed using ArcGIS 10.3. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. Birkitt Environmental Services, Inc. and its employees are not liable for inappropriate or unintended uses of the information. This is not a map of survey.

Source: StreetMap USA
Creation Date: 1/25/21
Author: Birkitt GIS Department: (RT)
File Path: T:\Key West\AO Permitting\Maps\Fig 1.0 Location

N W E S

0 0.25 0.5 1 Miles

NAD 83, State Plane Florida West [Feet]



BIRKITT ENVIRONMENTAL SERVICES, INC.
126 3rd Ave. N., STE 104
Safety Harbor, FL 34695

Figure 2.0

On-site Mitigation Areas - Existing Conditions

Key West International Airport - Aircraft Overflow Parking
Monroe County, FL

This map was developed using ArcGIS 10.3. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. Birkitt Environmental Services, Inc. and its employees are not liable for inappropriate or unintended uses of the information. This is not a map of survey.

N W E S

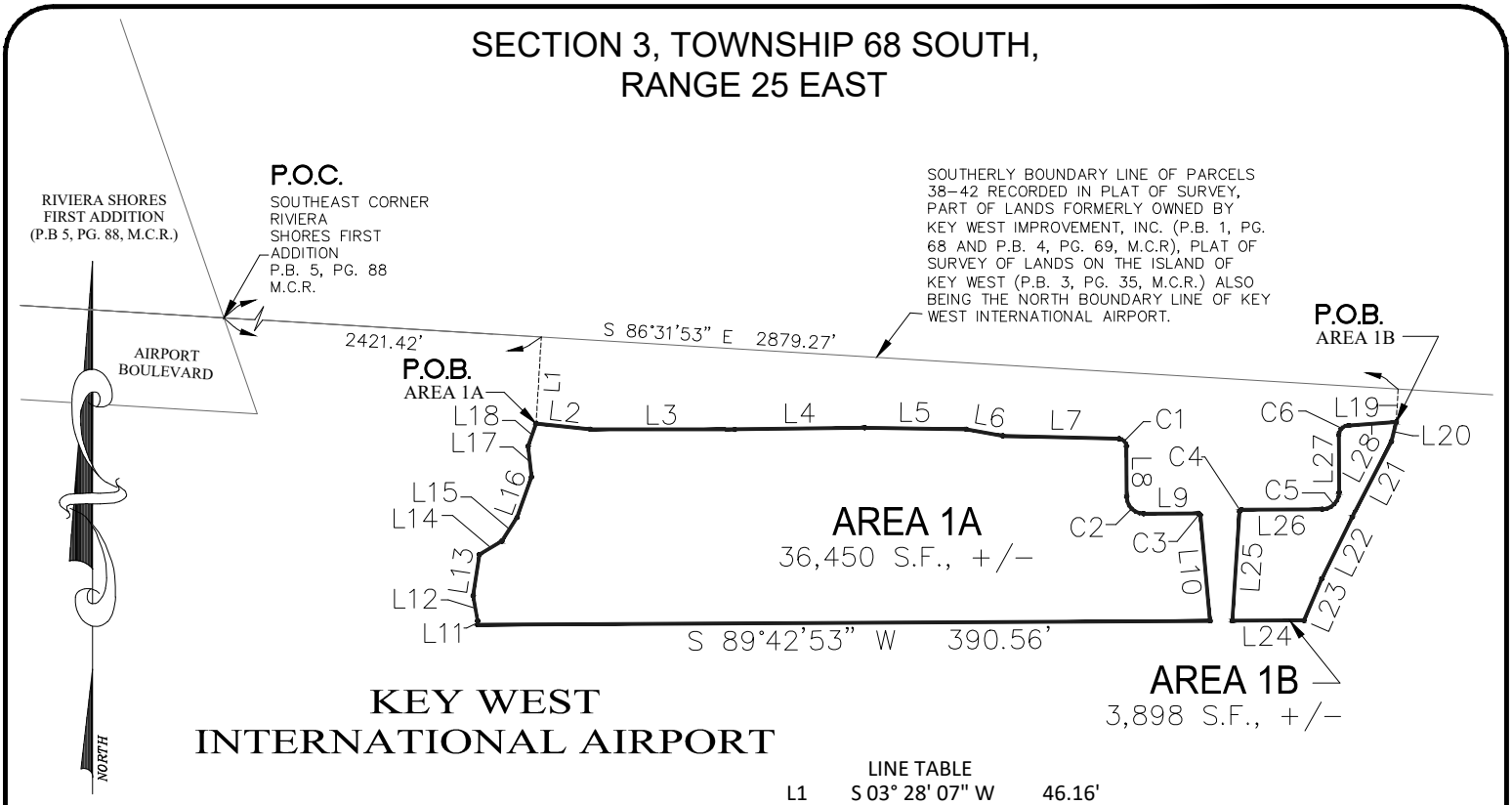
0 100 200 400 Feet

NAD 83, State Plane Florida East [Feet]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

SECTION 3, TOWNSHIP 68 SOUTH, RANGE 25 EAST



KEY WEST INTERNATIONAL AIRPORT

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.

2. THIS SKETCH AND LEGAL DESCRIPTION MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

4. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHERS THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGEND

LB – LICENSED BUSINESS
PSM – PROFESSIONAL SURVEYOR AND MAPPER
L – LINE TABLE NUMBER
C – CURVE TABLE NUMBER
N – NORTH
S – SOUTH
E – EAST
W – WEST
S.F. – SQUARE FEET
P.B. – PLAT BOOK
PG. – PAGE
M.C.R. – MONROE COUNTY RECORDS
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING

LINE TABLE

L1	S 03° 28' 07" W	46.16'
L2	S 83° 53' 20" E	29.09'
L3	S 89° 58' 36" E	77.05'
L4	N 89° 15' 49" E	69.33'
L5	S 89° 05' 41" E	54.17'
L6	S 79° 52' 46" E	19.74'
L7	S 88° 32' 46" E	62.07'
L8	S 00° 16' 16" E	26.97'
L9	N 89° 40' 15" E	29.22'
L10	S 05° 15' 25" E	56.72'
L11	N 01° 54' 12" W	1.93'
L12	N 09° 57' 05" W	13.70'
L13	N 08° 34' 40" E	22.22'
L14	N 59° 15' 19" E	13.95'
L15	N 32° 52' 57" E	14.96'
L16	N 19° 32' 19" E	22.98'
L17	N 06° 18' 04" W	16.42'
L18	N 19° 16' 14" E	12.86'
L19	S 03° 28' 07" W	17.59'
L20	S 13° 55' 44" W	10.72'
L21	S 27° 24' 14" W	45.56'
L22	S 26° 14' 50" W	36.53'
L23	S 23° 14' 28" W	24.17'
L24	S 89° 42' 34" W	38.19'
L25	N 03° 46' 46" E	58.44'
L26	N 89° 42' 36" E	43.18'
L27	N 00° 14' 47" W	30.63'
L28	N 85° 50' 58" E	26.02'

CURVE TABLE

C1
Delta = 88° 16' 30"
Length = 6.16'
Radius = 4.00'
Chord = 5.57'
Chord Bear = S 44° 24' 31" E

C2
Delta = 90° 03' 28"
Length = 14.15'
Radius = 9.00'
Chord = 12.73'
Chord Bear = N 45° 18' 01" E

C3
Delta = 85° 04' 19"
Length = 1.48'
Radius = 1.00'
Chord = 1.35'
Chord Bear = S 47° 47' 35" E

C4
Delta = 85° 55' 51"
Length = 1.50'
Radius = 1.00'
Chord = 1.36'
Chord Bear = N 46° 44' 41" E

C5
Delta = 89° 57' 23"
Length = 14.13'
Radius = 9.00'
Chord = 12.72'
Chord Bear = N 44° 43' 55" E

C6
Delta = 86° 05' 45"
Length = 7.51'
Radius = 5.00'
Chord = 6.83'
Chord Bear = N 42° 48' 06" E



MARY E. O'NEAL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6414

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817A
DRAWN BY: ESTEP
SHEET NO. 1 OF 3

SKETCH AND LEGAL DESCRIPTION ON SITE MITIGATION AREAS 1A AND 1B MONROE COUNTY, FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850–270–2138
Licensed Business 7713

LEGAL DESCRIPTION
ON SITE MITIGATION AREA 1A

A PARCEL OF LAND LYING WITHIN THE THE BOUNDARY OF THE KEY WEST INTERNATIONAL AIRPORT, IN SECTION 3, TOWNSHIP 68 SOUTH, RANGE 25 EAST, IN MONROE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF RIVIERA SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 88, IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, THENCE S 86°31'53" E FOR 2421.42 FEET, ALONG THE SOUTHERLY BOUNDARY LINE OF PARCELS 38-42 PLAT OF SURVEY, PART OF LANDS FORMERLY OWNED BY KEY WEST IMPROVEMENT, INC., AS RECORDED IN PLAT BOOK 1, PAGE 69 AND PLAT BOOK 4 PAGE 69 AND THE PLAT OF SURVEY OF LANDS ON THE ISLAND OF KEY WEST, PLAT BOOK 3, PAGE 35, ALL AS RECORDED IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND THE NORTH BOUNDARY LINE OF THE KEY WEST INTERNATIONAL AIRPORT, PER SURVEY BY AVIROM & ASSOCIATES, INC., DATED JUNE 23, 2016; THENCE DEPARTING SAID NORTH AIRPORT BOUNDARY LINE, S 03°28'07" W, 46.16 FEET TO THE POINT OF BEGINNING; THENCE S 83° 53' 20" E, 29.09 FEET; THENCE S 89° 58' 36" E, 77.05 FEET; THENCE N 89° 15' 49" E , 69.33 FEET; THENCE S 89° 05' 41" E, 54.17 FEET; THENCE S 79° 52'46" E, 19.74 FEET; THENCE S 88° 32' 46" E, 62.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 6.16 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4.00 FEET, A CENTRAL ANGLE OF 88°16'30" AND A CHORD BEARING S 44°24'31" E, 5.57 FEET TO A POINT OF TANGENCY; THENCE S 00° 16' 16" E, 26.97 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 14.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 9.00 FEET, A CENTRAL ANGLE OF 90°03'28" AND A CHORD BEARING S 45°18'01" E, 12.73 FEET TO A POINT OF TANGENCY; THENCE N 89° 40' 15" E, 29.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 1.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1.00 FEET, A CENTRAL ANGLE OF 85°04'19" AND A CHORD BEARING S 47°47'35" E, 1.35 FEET TO A POINT OF TANGENCY; THENCE S 05° 15' 25" E, 56.72 FEET; THENCE N 01° 54' 12" W, 1.93 FEET; THENCE N 09° 57' 05" W, 13.70 FEET; THENCE N 08° 34' 40" E, 22.22 FEET; THENCE N 59° 15' 19" E, 13.95 FEET; THENCE N 32° 52' 57" E, 14.96 FEET; THENCE N 19° 32' 19" E, 22.98 FEET; THENCE N 06° 18' 04" W, 16.42 FEET; THENCE N 19° 16' 14" E, 12.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 36,450 SQUARE FEET, MORE OR LESS.

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817A

DRAWN BY: ESTEP

SHEET NO. 2 OF 3

SKETCH AND LEGAL DESCRIPTION
ON SITE MITIGATION AREAS 1A AND 1B
MONROE COUNTY, FLORIDA

N
W E
S
O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

LEGAL DESCRIPTION
ON SITE MITIGATION AREA 1B

A PARCEL OF LAND LYING WITHIN THE THE BOUNDARY OF THE KEY WEST INTERNATIONAL AIRPORT, IN SECTION 3, TOWNSHIP 68 SOUTH, RANGE 25 EAST, IN MONROE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF RIVIERA SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 88, M.C.R. IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, THENCE S 86°31'53" E FOR 2879.27 FEET, ALONG THE SOUTHERLY BOUNDARY LINE OF PARCEL 42 PLAT OF SURVEY, PART OF LANDS FORMERLY OWNED BY KEY WEST IMPROVEMENT, INC., AS RECORDED IN PLAT BOOK 1, PAGE 69, M.C.R. IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND THE NORTH BOUNDARY LINE OF THE KEY WEST INTERNATIONAL AIRPORT, PER SURVEY BY AVIROM & ASSOCIATES, INC., DATED JUNE 23, 2016; THENCE DEPARTING SAID NORTH AIRPORT BOUNDARY LINE, S 03°28'07" W, 17.59 FEET TO THE POINT OF BEGINNING; THENCE S 13° 55' 44" W, 10.72 FEET; THENCE S 27° 24' 14" W, 45.56 FEET; THENCE S 26° 14' 50" W, 36.53 FEET; THENCE S 23° 14' 28" W; THENCE 24.17 FEET; THENCE S 89° 42' 34" W, 38.19 FEET; THENCE N 03° 46' 46" E, 58.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 1.50 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1.00 FEET, A CENTRAL ANGLE OF 85°55'51" AND A CHORD BEARING N 46°44'41" E, 1.36 FEET TO THE POINT OF TANGENCY; THENCE N 89° 42' 36"E , 43.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY 14.13 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 9.00 FEET, A CENTRAL ANGLE OF 89°57'23" AND A CHORD BEARING N 44°43'55" E, 12.72 FEET TO THE POINT OF TANGENCY; THENCE N 00° 14' 47" W, 30.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 86°05'45" AND A CHORD BEARING N 42°48'06" E, 6.83 FEET TO THE POINT OF TANGENCY; THENCE N 85°50'58" E, 26.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,898 SQUARE FEET, MORE OR LESS.

REVISIONS

DATE	DESCRIPTION

JOB NUMBER: JAC230817A

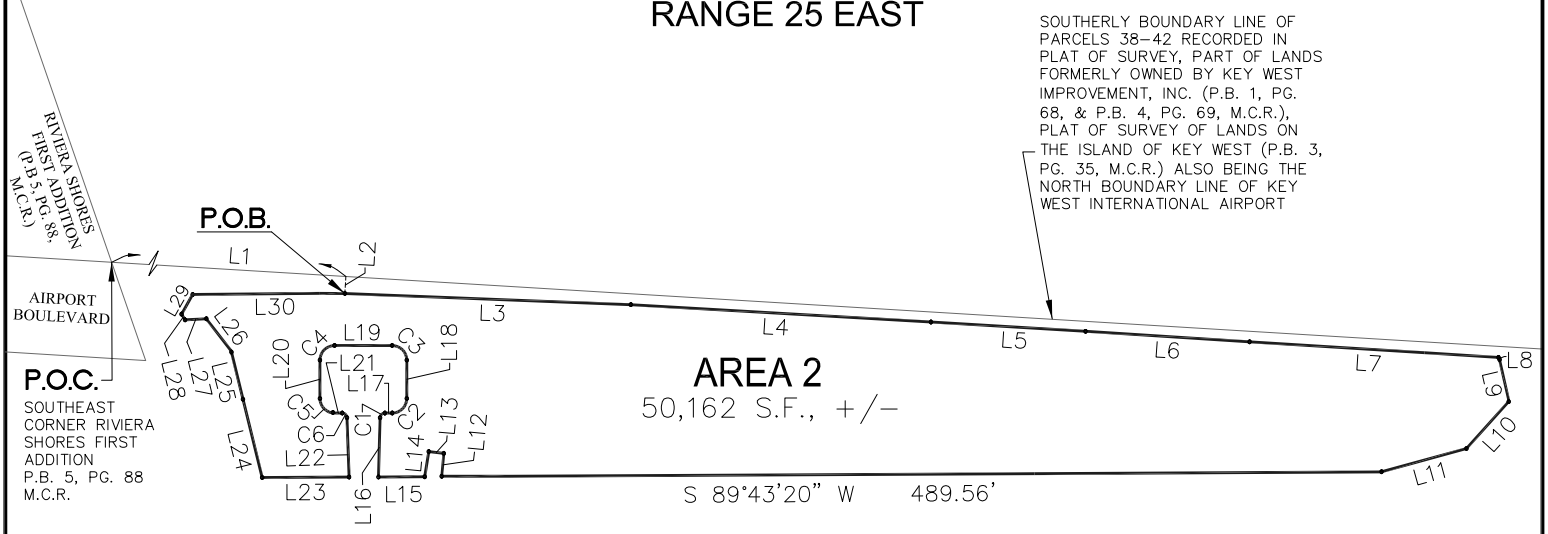
DRAWN BY: ESTEP

SHEET NO. 3 OF 3

SKETCH AND LEGAL DESCRIPTION
ON SITE MITIGATION AREAS 1A AND 1B
MONROE COUNTY, FLORIDA

N
W E
S
O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

SECTION 3, TOWNSHIP 68 SOUTH, RANGE 25 EAST



KEY WEST INTERNATIONAL AIRPORT

NORTH

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH AND LEGAL DESCRIPTION MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
4. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHERS THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGEND

LB – LICENSED BUSINESS
PSM – PROFESSIONAL SURVEYOR AND MAPPER
L – LINE TABLE NUMBER
C – CURVE TABLE NUMBER
N – NORTH
S – SOUTH
E – EAST
W – WEST
S.F. – SQUARE FEET
P.B. – PLAT BOOK
PG. – PAGE
M.C.R. – MONROE COUNTY RECORDS
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING

LINE TABLE

L1	S 86° 31' 53" E	3163.03'
L2	N 03°28'07" E	8.90'
L3	S 87° 46' 06" E	149.10'
L4	S 86° 40' 46" E	156.55'
L5	S 86° 33' 44" E	80.72'
L6	S 86° 20' 54" E	85.61'
L7	S 86° 25' 06" E	129.92'
L8	S 25° 38' 09" E	1.25'
L9	S 12° 39' 46" E	22.28'
L10	S 41° 59' 54" W	33.12'
L11	S 74° 42' 02" W	45.80'
L12	N 05° 14' 01" E	12.00'
L13	N 83° 21' 34" W	7.89'
L14	S 09° 11' 21" W	13.26'
L15	S 89° 43' 35" W	24.13'
L16	N 01° 33' 38" E	30.85'
L17	N 89° 52' 11" E	3.84'
L18	N 00°00'00" E	19.99'
L19	S 90°00'00" W	30.00'
L20	S 00°00'00" W	20.00'
L21	N 90°00'00"E	3.98'
L22	S 02° 01' 17" E	30.95'
L23	S 89° 42' 23" W	45.27'
L24	N 13° 53' 00" W	41.96'
L25	N 13° 33'29" W	25.93'
L26	N 37° 42' 05" W	21.17'
L27	S 87° 09' 36" W	11.08'
L28	N 31° 38' 48" E	3.51'
L29	N 29° 32' 48" E	11.72'
L30	N 89° 36' 26" E	79.26'

NOTE: SEE CURVE TABLE SHEET 2 OF 2



MARY E. O'NEAL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6414

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817B
DRAWN BY: ESTEP
SHEET NO. 1 OF 2

SKETCH AND LEGAL DESCRIPTION ON SITE MITIGATION AREA 2 MONROE COUNTY, FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850–270–2138
Licensed Business 7713

LEGAL DESCRIPTION
ON SITE MITIGATION AREA 2

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 68 SOUTH, RANGE 25 EAST, IN MONROE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF RIVIERA SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 88, IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, THENCE S 86°31'53" E, 3,163.03 FEET, ALONG THE SOUTHERLY BOUNDARY LINE OF PARCELS 38-42 OF PLAT OF SURVEY, PART OF LANDS FORMERLY OWNED BY KEY WEST IMPROVEMENT, INC., AS RECORDED IN PLAT BOOK 1, PAGE 69 AND PLAT BOOK 4, PAGE 69, AND THE PLAT OF SURVEY OF LANDS ON THE ISLAND OF KEY WEST AS RECORDED IN PLAT BOOK 3, PAGE 35, ALL AS RECORDED IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE NORTH BOUNDARY LINE OF THE KEY WEST INTERNATIONAL AIRPORT, PER SURVEY BY AVIROM & ASSOCIATES, INC., DATED JUNE 23, 2016; THENCE DEPARTING SAID NORTH AIRPORT BOUNDARY LINE, S 03°28'07" W, 8.90 FEET TO THE POINT OF BEGINNING; THENCE S 87° 46' 06" E, 149.10 FEET; THENCE S 86° 40' 46" E, 156.55 FEET; THENCE S 86° 33' 44" E, 80.72 FEET; THENCE S 86° 20' 54" E, 85.61 FEET; THENCE S 86° 25' 06" E, 129.92 FEET; THENCE S 25° 38' 09" E, 1.25 FEET; THENCE S 12° 39' 46" E, 22.28 FEET; THENCE S 41° 59' 54" W, 33.12 FEET; THENCE S 74° 42' 02" W, 45.80 FEET; THENCE N 05° 14' 01" E, 12.00 FEET; THENCE N 83° 21' 34" W, 7.89 FEET; THENCE S 09° 11' 21" W, 13.26 FEET; THENCE S 89° 43' 35" W, 24.13 FEET; THENCE N 01° 33' 38" E, 30.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 3.85 FEET, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 88°18'34" AND A CHORD BEARING N 45°42'55" E, 3.48 FEET TO THE POINT OF TANGENCY; THENCE N 89°52' 11" E, 3.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY 11.92 FEET, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7.60 FEET, A CENTRAL ANGLE OF 89°52'12" AND A CHORD BEARING N 44°56'06" E, 10.74 FEET TO THE POINT OF TANGENCY; THENCE N 00°00'00" E, 19.00' TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY 11.94 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS 7.60 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N 45°00'00" W, 10.75 FEET TO THE POINT OF TANGENCY; THENCE S 90°00'00" W, 30.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 11.94 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7.60 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING S 45°00'00"W, 10.75 FEET TO THE POINT OF TANGENCY; THENCE S 00°00'00" W, 20.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHWESTERLY 11.94 FEET, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7.60 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING S 45°00'00" E, 10.75 FEET TO THE POINT OF TANGENCY; THENCE N 90°00'00" E, 3.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 3.84 FEET, ALONG THE ACR OF SAID CURVE, HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 87°58'43" AND A CHORD BEARING S 46°00'38" E, 3.47 FEET TO THE POINT OF TANGENCY; THENCE S 02°01'17" E, 30.95 FEET; THENCE S 89°42'23" W, 45.27 FEET; THENCE N 13°53'00" W, 41.96 FEET; THENCE N 13°33'29" W, 25.93 FEET; THENCE N 37°42'05" W, 21.17 FEET; THENCE S 87°09'36" W, 14.72 FEET; THENCE N 29°32'48" E, 15.36 FEET; THENCE N 89°36'26" E, 79.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 50,162 SQUARE FEET, MORE OR LESS.

CURVE TABLE

C1
Delta = 88° 18' 34"
Length = 3.85'
Radius = 2.50'
Chord Bearing = N 45° 42' 55" E
Chord = 3.48'

C2
Delta = 89° 52' 12"
Length = 11.92'
Radius = 7.60'
Chord Bearing = N 44° 56' 06" E
Chord = 10.74'

C3
Delta = 90° 00' 00"
Length = 11.94'
Radius = 7.60'
Chord Bear = N 45° 00' 00" W
Chord = 10.75'

C4
Delta = 90° 00' 00"
Length = 11.94'
Radius = 7.60'
Chord Bearing = S 45° 00' 00" W
Chord = 10.75'

C5
Delta = 90° 00' 00"
Length = 11.94'
Radius = 7.60'
Chord Bearing = S 45° 00' 00" E
Chord = 10.75'

C6
Delta = 87° 58' 43"
Length = 3.84'
Radius = 2.50'
Chord Bearing = S 46° 00' 38" E
Chord = 3.47'

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817B
DRAWN BY: ESTEP
SHEET NO. 2 OF 2

SKETCH AND LEGAL DESCRIPTION
ON SITE MITIGATION AREA 2
MONROE COUNTY, FLORIDA

N W E S
O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

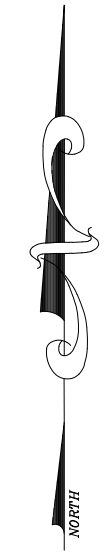
SECTION 3, TOWNSHIP 68 SOUTH, RANGE 25 EAST

LEGEND

LB – LICENSED BUSINESS
PSM – PROFESSIONAL SURVEYOR AND MAPPER
L – LINE TABLE NUMBER
C – CURVE TABLE NUMBER
N – NORTH
S – SOUTH
E – EAST
W – WEST
S.F. – SQUARE FEET
P.B. – PLAT BOOK
D.B. – DEED BOOK
O.R. – OFFICIAL RECORDS
BK. – BOOK
PG. – PAGE
M.C.R. – MONROE COUNTY RECORDS
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
(S) – SURVEY BY AVIROM & ASSOCIATES, INC.
R/W – RIGHT OF WAY
℄ – BASELINE OF STATE ROAD MAP SECTION 90003

LINE TABLE

L1	S 62° 10' 13" E	45.24'(S)
L2	S 08° 03' 35" E	140.97'
L3	N 77° 11' 02" W	144.02'
L4	N 09° 50' 53" W	108.30'
L5	N 81° 56' 25" E	87.64'
L6	S 08° 03' 35" E	10.00'



SCALE: 1"=200'

NOTES:

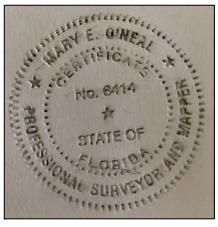
1. THIS IS NOT A BOUNDARY SURVEY.

2. THIS SKETCH AND LEGAL DESCRIPTION MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

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5. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHERS THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



MARY E. O'NEAL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6414

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817B

DRAWN BY: ESTEP

SHEET NO. 1 OF 2

SKETCH AND LEGAL DESCRIPTION ON SITE MITIGATION AREA 3 MONROE COUNTY, FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

LEGAL DESCRIPTION
ON SITE MITIGATION AREA 3

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 68 SOUTH, RANGE 25 EAST, IN MONROE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF RIVIERA SHORES FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGE 88, IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF PARCELS 38-42 OF PLAT OF SURVEY, PART OF LANDS FORMERLY OWNED BY KEY WEST IMPROVEMENT, INC., AS RECORDED IN PLAT BOOK 1, PAGE 69 AND PLAT BOOK 4, PAGE 69, AND THE PLAT OF SURVEY OF LANDS ON THE ISLAND OF KEY WEST AS RECORDED IN PLAT BOOK 3, PAGE 35, ALL AS RECORDED IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE NORTH BOUNDARY LINE OF THE KEY WEST INTERNATIONAL AIRPORT, PER SURVEY BY AVIROM & ASSOCIATES, INC., DATED JUNE 23, 2016 THE FOLLOWING THREE (3) COURSES; (1) S 86°31'53" E, 4,434.39 FEET; (2) S 62°10'13" E, 45.24 FEET; (3) N 89°37'17" E, 230.13 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH AIRPORT BOUNDARY LINE, N 08°03'35" W, 776.02 FEET ALONG A LINE LYING 450 FEET WEST OF AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (SOUTH ROOSEVELT BOULEVARD STATE ROAD MAP SECTION 90003), TO A POINT LYING 27.50 FEET SOUTH OF THE SOUTHERN LINE OF PARCEL 35, AS RECORDED IN SAID PLAT BOOK 4, PAGE 69; THENCE N 81°56'25" E ALONG A LINE LYING 27.50 FEET SOUTH OF AND PARALLEL TO SAID SOUTHERN LINE, 87.64 FEET; THENCE S 08° 03' 35" E, 10.00 FEET; THENCE N 81°56'25" E ALONG A LINE LYING 37.50 FEET SOUTH OF AND PARALLEL TO THE AFORESAID SOUTHERN LINE OF PARCEL 35, 312.36 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF A 50 FEET PARKWAY EASEMENT, AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 08°03'35" E, ALONG SAID WESTERLY PARKWAY BOUNDARY LINE, 819.97 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF THE AFORESAID KEY WEST INTERNATIONAL AIRPORT; THENCE CONTINUE ALONG SAID WESTERLY PARKWAY BOUNDARY LINE, S 08°03'35" E, 140.97 FEET; THENCE DEPARTING SAID WESTERLY PARKWAY BOUNDARY LINE N 77°11'02" W, 144.02 FEET; THENCE N 09°50'53" W, 108.30 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID KEY WEST INTERNATIONAL AIRPORT; THENCE S 89°37'17" W, ALONG SAID NORTH KEY WEST INTERNATIONAL AIRPORT BOUNDARY, 264.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.69 ACRES, MORE OR LESS.

REVISIONS	
	DESCRIPTION

JOB NUMBER: JAC230817B

DRAWN BY: ESTEP

SHEET NO.: 2 OF 2

SKETCH AND LEGAL DESCRIPTION
ON SITE MITIGATION AREA 3
MONROE COUNTY, FLORIDA

N
W E
S
O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

RESOLUTION NO. 131 -2022

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS EXPRESSING THE COUNTY'S COMMITMENT TO ENTER INTO A CONSERVATION EASEMENT ON-SITE AT THE KEY WEST INTERNATIONAL AIRPORT AND OFF-SITE ON SUMMERLAND KEY AS PART OF THE AIRCRAFT OVERFLOW APRON AND MITIGATION PROJECT TO SATISFY SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT REQUIREMENTS.

WHEREAS, the Key West International Airport has reached its existing capacity for parking aircraft in the overflow parking area; and

WHEREAS, the Key West International Airport is in need of the additional overflow parking capacity that complies with FAA standards in order to meet the seasonal demands of the airport; and

WHEREAS, the Aircraft Overflow Apron and Mitigation Project will provide the needed additional overflow parking and will enhance the airport's ability to efficiently and safely operate, all in accordance with FAA Grant Assurance obligations and FAA standards; and

WHEREAS, the aircraft overflow apron project at the Key West International Airport borders environmentally sensitive wetlands and will require a permit from the South Florida Water Management District (SFWMD) and will therefore require that the county engage in environmental restoration projects in mitigation of the project; and

WHEREAS, the Federal Aviation Administration has approved over $4.7 million dollars in grant funding for purposes of upgrading and constructing the Aircraft Overflow Apron and for restoring disturbed wetlands in mitigation of the project; and

WHEREAS, in furtherance of the Aircraft Overflow Apron and Mitigation Project, Monroe County has applied for a permit with the South Florida Water Management District; and

WHEREAS, the County is proposing three (3) on-site mitigation projects at the Key West International Airport and an off-site mitigation project on Summerland Key in order to obtain the required SFWMD permit; and

WHEREAS, the SFWMD permit requires the County to enter into a conservation easement or other equivalent document pursuant to Florida Statue section 704.06,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that at such time as the terms, dimensions and legal description can be finalized, reviewed and approved by the County Attorneys Office for the conservation easement areas required by the South Florida Water Management District permit for the Aircraft Overflow Apron and Mitigation Project, the County will execute said conservation easements as a condition of the permit.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 20th day of April 2022.

Mayor David Rice	Yes
Mayor Pro Tem Craig Cates	Yes
Commissioner Michelle Coldiron	Yes
Commissioner District 3 (vacant)	Vacant
Commissioner Holly Raschein	Yes

SEAL

Attest: KEVIN MADOK, Clerk

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FL

By _____
Mayor David Rice

FILED FOR RECORD
2022 MAY -2 AM 8:12
CLERK CIR. CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/30/22

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

SPECIAL AIRPORTS MEETING Meeting
March 7, 2024
Agenda Item Number: A2
2023-2211

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING: Approval of grant of conservation easement to the South Florida Water Management District with third party enforcement rights to the U.S. Army Corps of Engineers and the Monroe County Comprehensive Plan Land authority pursuant to permitting requirements for the aircraft overflow apron project at Key West International Airport.

ITEM BACKGROUND:
The Monroe County airport has several airport improvement programs scheduled and/or underway. One of those improvements is to enlarge the aircraft overflow apron. Staff has been working for the last several years with the airports general as well as environmental consultants to obtain the necessary permitting from the South Florida Water Management District and the U.S. Army Corps of Engineers

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PREVIOUS RELEVANT BOCC ACTION:
Approved Resolution 131-2022 expressing the county's commitment to provide conservation easements as required by aircraft overflow project at the April 2022 regularly scheduled BOCC meeting.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Conservation Easement - SFWMD with 3rd party beneficiary rights to USACE and MCLA March 2024 (2).pdf
Resolution 131-2022 (002).pdf

FINANCIAL IMPACT:

Prepared by:
Beverly F. Birkitt: Birkitt Environmental Services, Inc.
Pedro J. Mercado: Senior Assistant County Attorney
OFS-1 Summerland Key
Revised 1-12-2024

Return original or certified recorded document to:
South Florida Water Management District
33301 Gun Club Rd.
West Palm Beach, FL 33406

Deed of Conservation Easement Third Party Beneficiary Rights to the U.S. Army Corps of Engineers and Monroe County Land Management Authority

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 2024, by Monroe County Board of County Commissioners ("Grantor") whose mailing address is 1100 Simonton Street, Suite 205, Key West, FL 33040 to the South Florida Water Management District ("Grantee") with third party enforcement rights to the U.S. Army Corps of Engineers ("Corps") ("First Third Party Beneficiary") and Monroe County Comprehensive Plan Land Management Authority ("Second Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third-Party Beneficiaries.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Monroe County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No.211022-31948 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No.SAJ-2003-04620 Phase I ("Corps Permit") authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities;

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set

or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto), shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit (or any modification thereof) or in a Management Plan which has been approved in writing by the Grantee):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **Rights of the U.S. Army Corps of Engineers ("Corps").** The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Corps. The Grantee shall consider any comments or objections from the Corps when making the final decision to release or amend this Conservation Easement.

6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. **Grantee's and Third-Party Beneficiary's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee and Third-Party Beneficiaries shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. **Third Party Beneficiary's Enforcement Rights.** The Third-Party Beneficiaries of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions, and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions, and restrictions shall be at the discretion of the Third-Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. The Third-Party Beneficiaries shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

12. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

13. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Monroe County, Florida.

16. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Monroe County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor and shall continue as a

servitude running in perpetuity with the Conservation Easement Area. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Conservation Easement to be executed effective as of the date and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor Holly Merrill Raschein

EXHIBIT A

[LOCATION MAP]

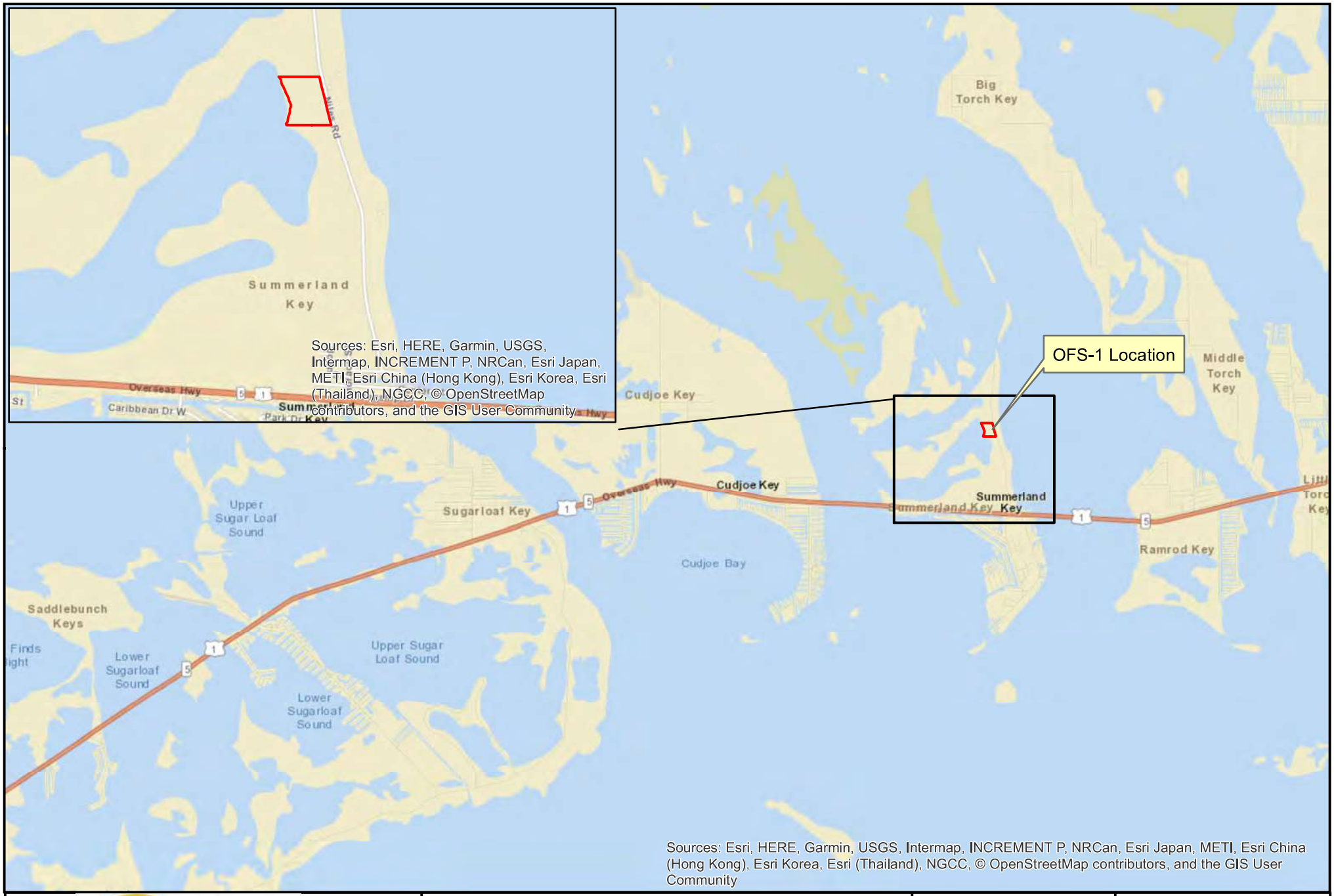


Figure 3.0

Off-Site Mitigation Area Location Map

Key West Internation Airport Aircraft Overflow Parking
Monroe County, FL

BIRKITT ENVIRONMENTAL SERVICES, INC.
126 3rd Ave, N., STE 104
Safety Harbor, FL 34695

This map was developed using ArcGIS 10.3. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. Birkitt Environmental Services, Inc. and its employees are not liable for inappropriate or unintended uses of the information. This is not a map of survey.

Source: StreetMap USA
Creation Date: 1/25/21
Author: Birkitt GIS Department: (RT)
File Path: T:\Key West\AO Permitting\Maps\Fig 1.0 OFS-1 Location

N W E S

0 0.275 0.55 1.1 Miles

NAD 83, State Plane Florida Eastt [Feet]



BIRKITT ENVIRONMENTAL SERVICES, INC.
126 3rd Ave. N. STE 104
Safety Harbor, FL 34695

Figure 4.0

Off-Site Mitigation Area Existing Conditions

Key West International Airport
Monroe County, FL

This map was developed using ArcGIS 10.3. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. Birkitt Environmental Services, Inc. and its employees are not liable for inappropriate or unintended uses of the information. This is not a map of survey.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community (ArcGIS, Birkitt Environmental Services, Inc. (2020) Mitigation Areas)
Creation Date: 5/2021
Author: Birkitt GIS Department, JRT
File Path: T:\Key West Airport\MXD\ppt\Fig 3.0 OFSITE\Cost\8-23.mxd

N
W E
S

0 50 100 200 Feet

NAD 83, State Plane Florida East [Feet]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

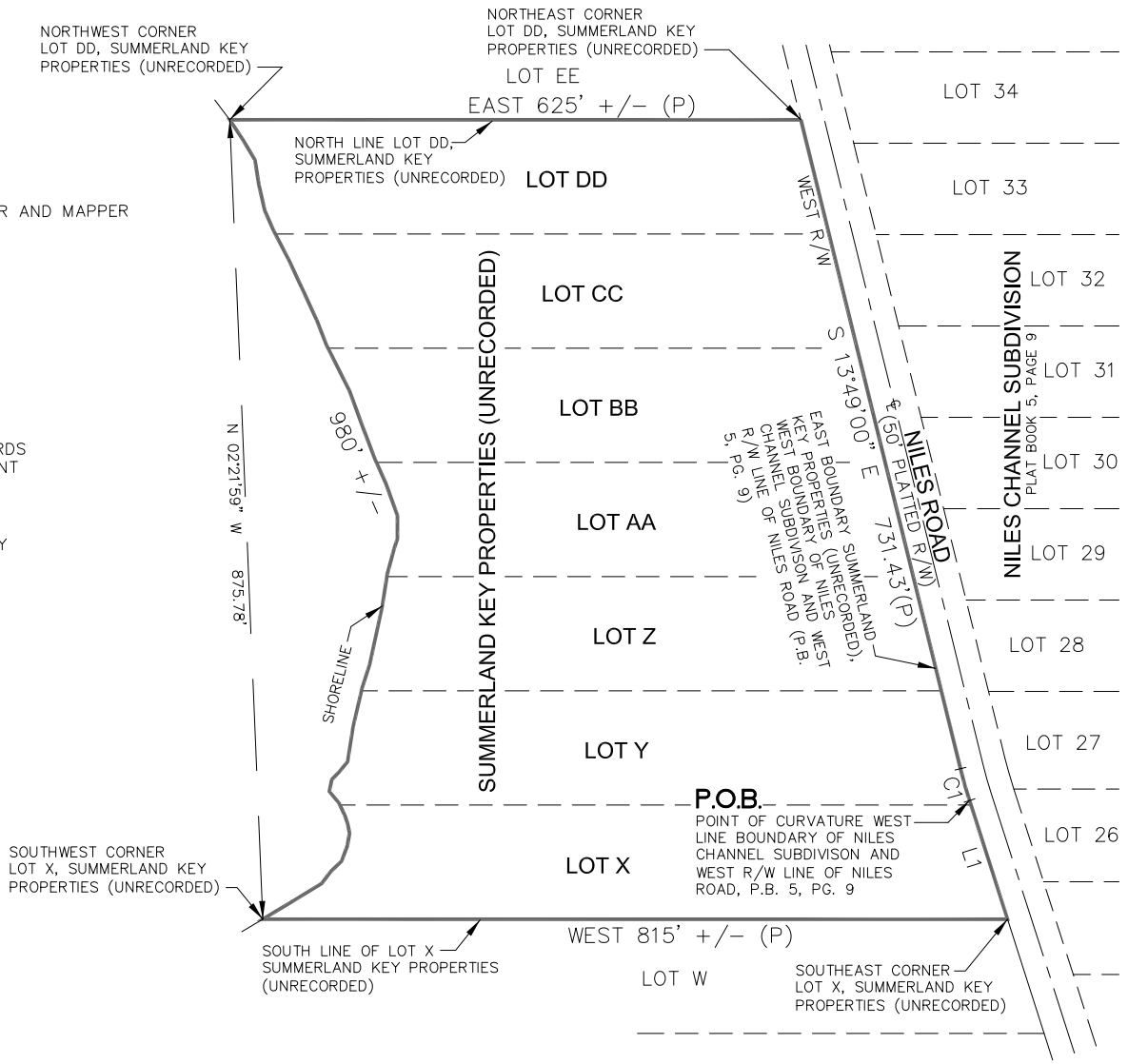
SECTION 26, TOWNSHIP 66 SOUTH, RANGE 28 EAST

LEGEND

LB – LICENSED BUSINESS
PSM – PROFESSIONAL SURVEYOR AND MAPPER
L – LINE TABLE NUMBER
C – CURVE TABLE NUMBER
N – NORTH
S – SOUTH
E – EAST
W – WEST
S.F. – SQUARE FEET
P.B. – PLAT BOOK
D.B. – DEED BOOK
O.R. – OFFICIAL RECORDS
BK. – BOOK
PG. – PAGE
M.C.R. – MONROE COUNTY RECORDS
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
(P) – PLAT
R/W – RIGHT OF WAY
℄ – CENTERLINE RIGHT OF WAY



SCALE: 1"=200'



LINE TABLE

L1	S17°46'00"E (P)	136.45'(P)

CURVE TABLE

C1
RADIUS = 525'(P)
LENGTH = 36.19'(P)
DELTA = 03°57'00"(P)
CHORD BEARING = S 15°47'30" E
CHORD = 36.19'

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF AND ARE CALCULATED, UNLESS NOTED OTHERWISE.
3. THE APPROXIMATE AREA WAS DERIVED UTILIZING THE SHORELINE AS MAPPED ON THE MONROE COUNTY PROPERTY APPRAISER'S WEBSITE ON SEPTEMBER 1, 2023.
4. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARY E. O'NEAL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6414

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817B
DRAWN BY: ESTEP
SHEET NO. 1 OF 2

SKETCH AND LEGAL DESCRIPTION CONSERVATION AREA SUMMERLAND KEY MONROE COUNTY, FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

LEGAL DESCRIPTION
MITIGATION AREA SUMMERLAND KEY

A PARCEL OF LAND LYING IN SECTION 26 TOWNSHIP 66 SOUTH, RANGE 28 EAST, IN MONROE COUNTY, FLORIDA, BEING LOTS X, Y, Z, AA, BB, CC, AND DD OF THE UNRECORDED PLAT OF SUMMERLAND KEY PROPERTIES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF TANGENCY OF A CURVE ON THE WEST BOUNDARY OF NILES CHANNEL SUBDIVISION, ALSO BEING THE WEST RIGHT OF WAY LINE OF NILES ROAD, BOTH AS RECORDED IN PLAT BOOK 5, PAGE 9, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND ALSO BEING A POINT ON THE EAST BOUNDARY OF SAID SUMMERLAND KEY PROPERTIES; THENCE ALONG SAID EAST/WEST BOUNDARY AND SAID WEST RIGHT OF WAY LINE, S 17°46'00" E, 136.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT X, THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT X, 815 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE; THENCE MEANDER NORTHERLY, ALONG SAID MEAN HIGH WATER LINE, 980 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT DD OF SUMMERLAND KEY PROPERTIES; THENCE DEPARTING SAID MEAN HIGH WATER LINE, EAST, ALONG THE NORTH LINE OF SAID LOT DD, 625 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT DD, ALSO BEING A POINT ON THE WEST BOUNDARY OF SAID NILES CHANNEL SUBDIVISION, THE WEST RIGHT OF WAY LINE OF SAID NILES ROAD AND THE EAST BOUNDARY LINE OF SAID SUMMERLAND KEY PROPERTIES; THENCE S 13°49'00"E, ALONG SAID EAST/WEST BOUNDARY LINES AND SAID WEST RIGHT OF WAY, 731.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY, 36.19 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID NILES ROAD, THE WEST BOUNDARY OF SAID NILES CHANNEL SUBDIVISION AND THE EAST BOUNDARY OF SAID SUMMERLAND KEY PROPERTIES AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 03°57'00" AND A CHORD BEARING S 15°47'30" E, 36.19 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 12.4 ACRES, MORE OR LESS.

REVISIONS	
	DESCRIPTION

JOB NUMBER: JAC230817B

DRAWN BY: ESTEP

SHEET NO. 2 OF 2

SKETCH AND LEGAL DESCRIPTION
CONSERVATION AREA
SUMMERLAND KEY
MONROE COUNTY, FLORIDA

N
W E
S
O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

RESOLUTION NO. 131 -2022

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS EXPRESSING THE COUNTY'S COMMITMENT TO ENTER INTO A CONSERVATION EASEMENT ON-SITE AT THE KEY WEST INTERNATIONAL AIRPORT AND OFF-SITE ON SUMMERLAND KEY AS PART OF THE AIRCRAFT OVERFLOW APRON AND MITIGATION PROJECT TO SATISFY SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT REQUIREMENTS.

WHEREAS, the Key West International Airport has reached its existing capacity for parking aircraft in the overflow parking area; and

WHEREAS, the Key West International Airport is in need of the additional overflow parking capacity that complies with FAA standards in order to meet the seasonal demands of the airport; and

WHEREAS, the Aircraft Overflow Apron and Mitigation Project will provide the needed additional overflow parking and will enhance the airport's ability to efficiently and safely operate, all in accordance with FAA Grant Assurance obligations and FAA standards; and

WHEREAS, the aircraft overflow apron project at the Key West International Airport borders environmentally sensitive wetlands and will require a permit from the South Florida Water Management District (SFWMD) and will therefore require that the county engage in environmental restoration projects in mitigation of the project; and

WHEREAS, the Federal Aviation Administration has approved over $4.7 million dollars in grant funding for purposes of upgrading and constructing the Aircraft Overflow Apron and for restoring disturbed wetlands in mitigation of the project; and

WHEREAS, in furtherance of the Aircraft Overflow Apron and Mitigation Project, Monroe County has applied for a permit with the South Florida Water Management District; and

WHEREAS, the County is proposing three (3) on-site mitigation projects at the Key West International Airport and an off-site mitigation project on Summerland Key in order to obtain the required SFWMD permit; and

WHEREAS, the SFWMD permit requires the County to enter into a conservation easement or other equivalent document pursuant to Florida Statue section 704.06,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that at such time as the terms, dimensions and legal description can be finalized, reviewed and approved by the County Attorneys Office for the conservation easement areas required by the South Florida Water Management District permit for the Aircraft Overflow Apron and Mitigation Project, the County will execute said conservation easements as a condition of the permit.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 20th day of April 2022.

Mayor David Rice	Yes
Mayor Pro Tem Craig Cates	Yes
Commissioner Michelle Coldiron	Yes
Commissioner District 3 (vacant)	Vacant
Commissioner Holly Raschein	Yes

SEAL

Attest: KEVIN MADOK, Clerk

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FL

By _____
Mayor David Rice

FILED FOR RECORD
2022 MAY -2 AM 8:12
CLERK CIR. CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/30/22

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

SPECIAL AIRPORTS MEETING Meeting
March 7, 2024
Agenda Item Number: A3
2023-2219

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING: Approval and delegation of authority to the Mayor to execute the grant of conservation easement, as approved by the County Attorney's Office, to the South Florida Water Management District with third party enforcement rights to the U.S. Army Corps of Engineers and the Monroe County Comprehensive Plan Land authority pursuant to permitting requirements for the Commercial Apron project at Key West International Airport.

ITEM BACKGROUND:
The Monroe County airport has several airport improvement programs scheduled and/or underway. One of those improvements is to enlarge the Commercial aircraft apron. Staff has been working for the last several years with the airports general, as well as environmental, consultants to obtain the necessary permitting from the South Florida Water Management District and the U.S. Army Corps of Engineers and anticipates issuance of the permit is imminent. Staff is recommending delegation of authority to the Mayor to execute the easement upon final review and editing, if necessary, by the County Attorneys Office.

PREVIOUS RELEVANT BOCC ACTION:
Approved Resolution 519-2022 expressing the county's commitment to provide conservation easements as part of the commercial apron and mitigation project at the December 7, 2022 regularly scheduled BOCC meeting.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Conservation Easement - Commercial Apron - SFWMD with 3rd party beneficiary rights to USACE and MCLA March 2024 (2).pdf
Commercial Apron - Conservation committment Resolution 519-2022.pdf

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FINANCIAL IMPACT:

Prepared by:
Beverly F. Birkitt: Birkitt Environmental Services, Inc.
Pedro J. Mercado: Senior Assistant County Attorney
Commercial Apron Project
Crawl Key Mitigation Area

Return original or certified recorded document to:
South Florida Water Management District
33301 Gun Club Rd.
West Palm Beach, FL 33406

Deed of Conservation Easement Third Party Beneficiary Rights to the U.S. Army Corps of Engineers and Monroe County Land Management Authority

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 2024, by Monroe County Board of County Commissioners ("Grantor") whose mailing address is 1100 Simonton Street, Suite 205, Key West, FL 33040 to the South Florida Water Management District ("Grantee") with third party enforcement rights to the U.S. Army Corps of Engineers ("Corps") ("First Third Party Beneficiary") and Monroe County Comprehensive Plan Land Management Authority ("Second Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third-Party Beneficiaries.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Monroe County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No._____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No._____ ("Corps Permit") authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities;

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set

or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto), shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit (or any modification thereof) or in a Management Plan which has been approved in writing by the Grantee):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **Rights of the U.S. Army Corps of Engineers ("Corps") and the Monroe County Comprehensive Plan Land Management Authority (MCLMA).** The Corps, and, the MCLMA, as third-party beneficiaries, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Corps. The Grantee shall consider any comments or objections from the

Corps when making the final decision to release or amend this Conservation Easement.

6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. **Grantee's and Third-Party Beneficiary's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee and Third-Party Beneficiaries shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. **Third Party Beneficiary's Enforcement Rights.** The Third-Party Beneficiaries of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions, and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions, and restrictions shall be at the discretion of the Third-Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. The Third-Party Beneficiaries shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

12. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

13. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Monroe County, Florida.

16. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Monroe County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor and shall continue as a servitude running in perpetuity with the Conservation Easement Area. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Conservation Easement to be executed effective as of the date and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

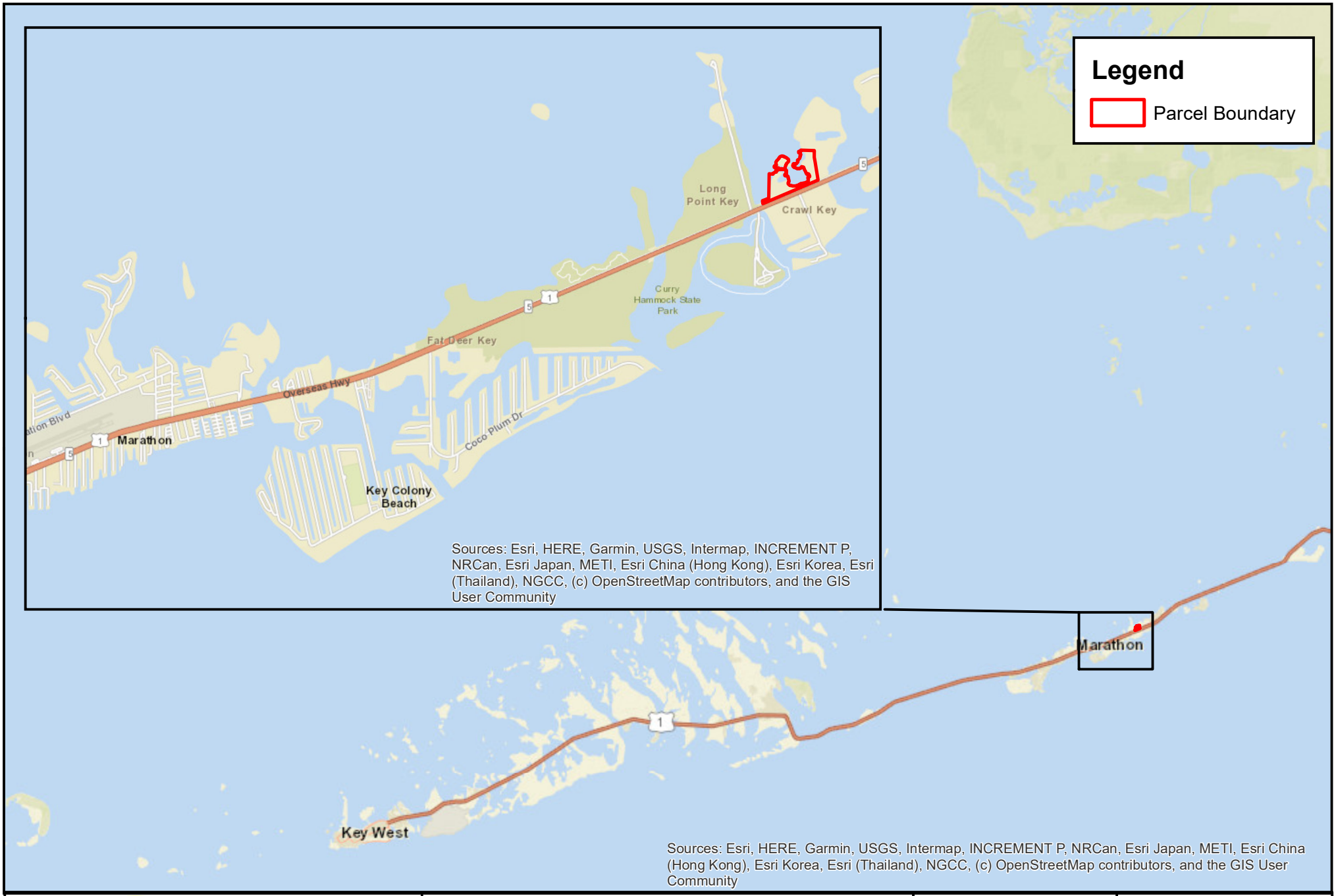
By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor Holly Merrill Raschein

EXHIBIT A

[LOCATION MAP]



BIRKITT ENVIRONMENTAL SERVICES, INC.
126 3rd Ave, N., STE 104
Safety Harbor, FL 34695

Figure 1.0

Crawl Key Location

Key West International Airport
Monroe County, FL

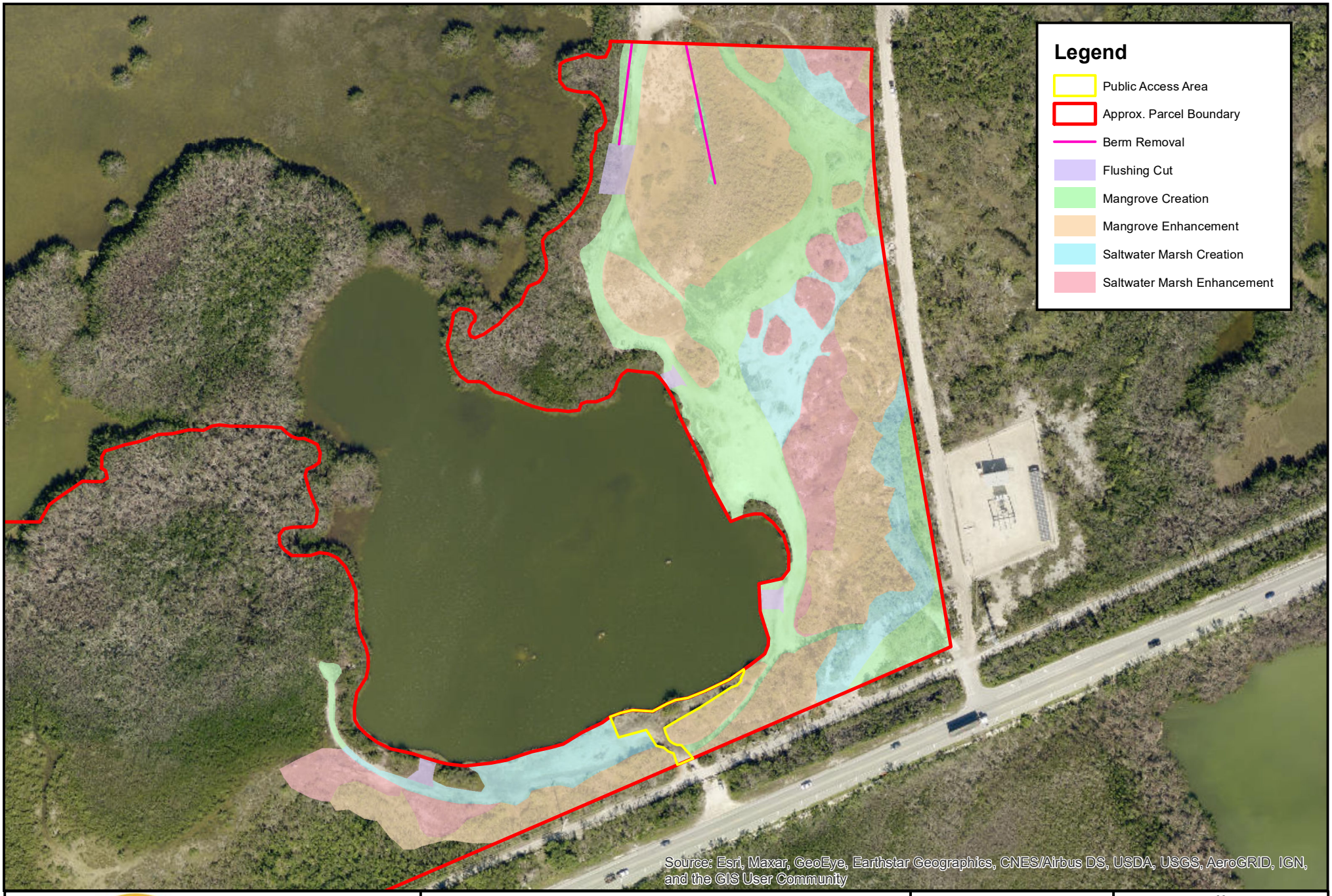
This map was developed using ArcGIS 10.3. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. Birkitt Environmental Services, Inc. and its employees are not liable for inappropriate or unintended uses of the information. This is not a map of survey.

Source: ESRI Streetmap USA
Creation Date: 6/22/22
Author: Birkitt GIS Department: (RT)
File Path: T:\Key West Airport\CA Permitting\Fig 1.0 Crawl Key Location

N W E S

0 2.5 5 10 Miles

NAD 83, State Plane Florida East [Fee



BIRKITT ENVIRONMENTAL SERVICES, INC.
126 3rd Ave, N., STE 104
Safety Harbor, FL 34695

Figure 3.0

Crawl Key Mitigation Areas

Key West International Airport
Monroe County, FL

This map was developed using ArcGIS 10.3. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. Birkitt Environmental Services, Inc. and its employees are not liable for inappropriate or unintended uses of the information. This is not a map of survey.

Source: Mitigation Areas (Birkitt)
Creation Date: 6/27/22
Author: Birkitt GIS Department: (RT)
File Path: T:\Key West Airport\CA Permitting\Fig 3.0 Crawl Key Mitigation Areas.mxd

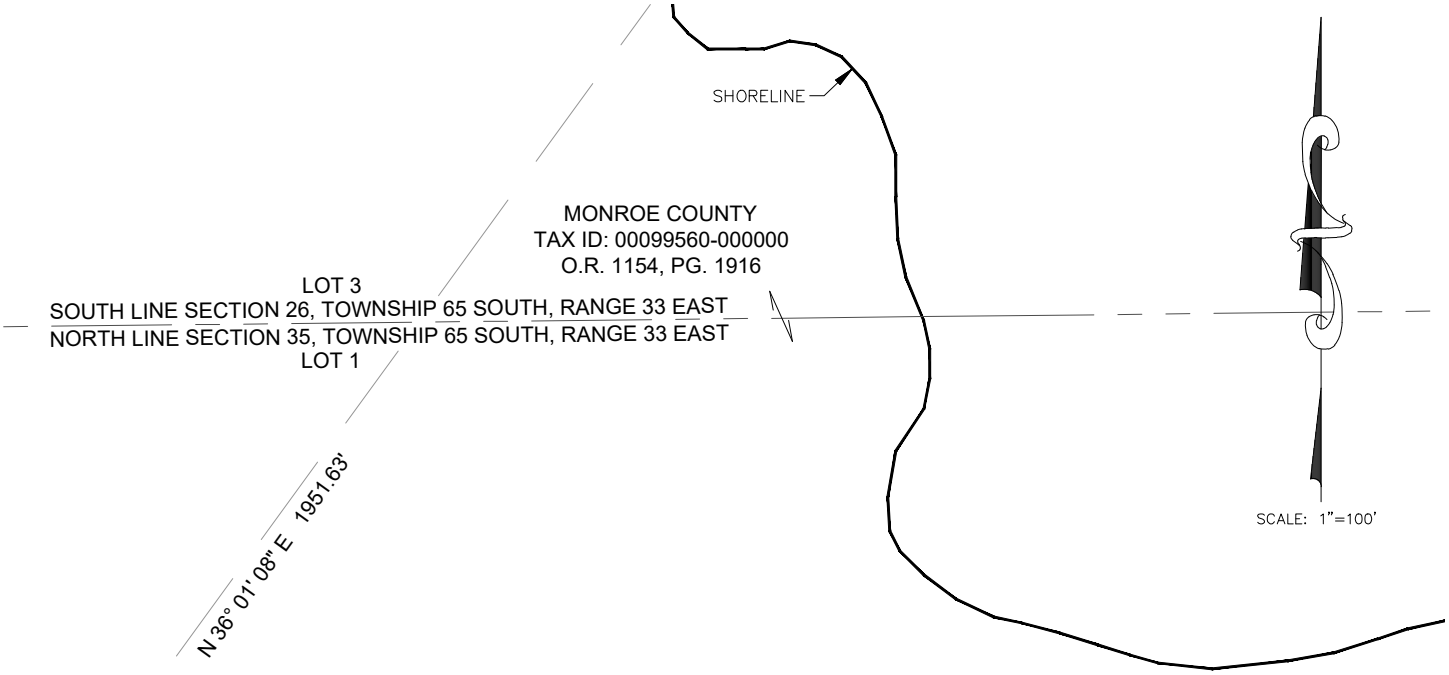
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W E
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NAD 83, State Plane Florida East [Fee

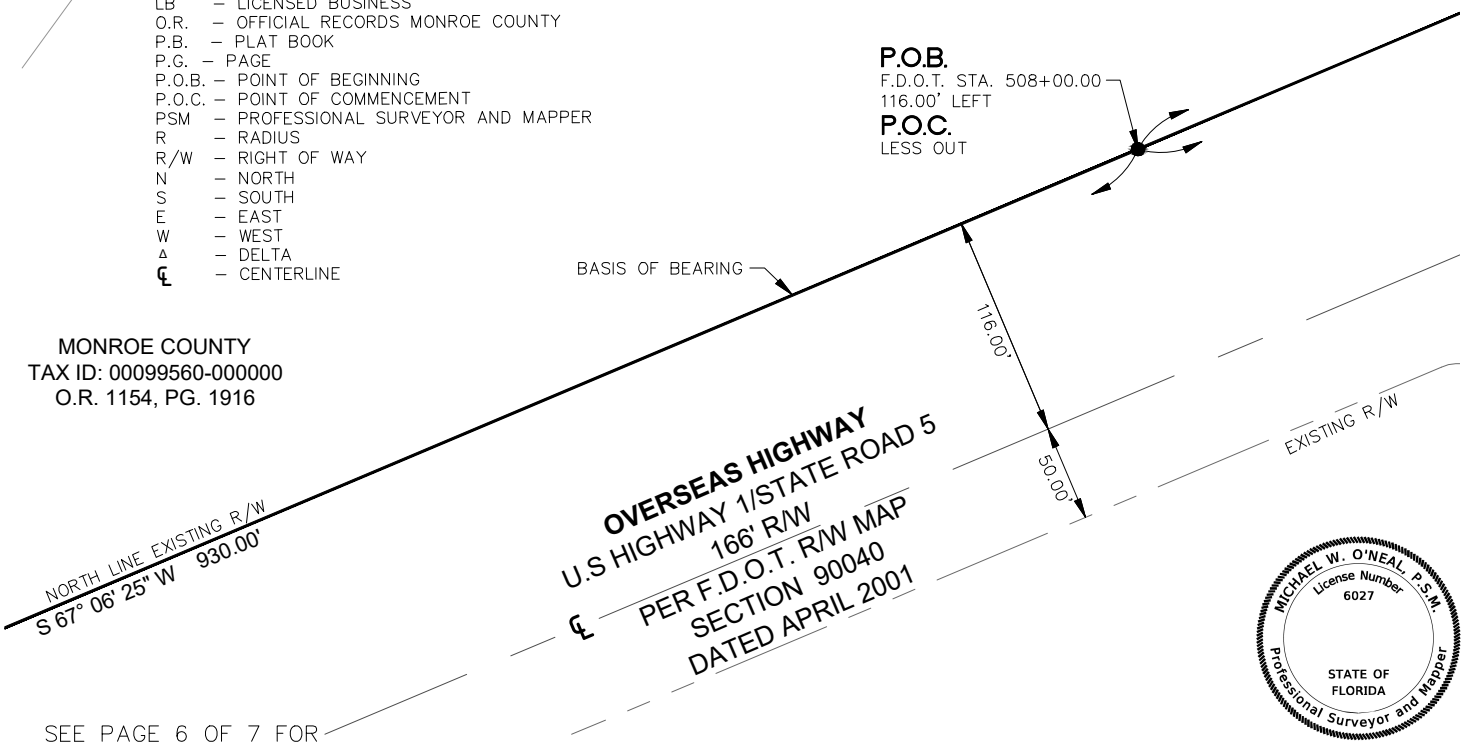
EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]



LEGEND

F.D.O.T.– FLORIDA DEPARTMENT OF TRANSPORTATION
L – LENGTH
LB – LICENSED BUSINESS
O.R. – OFFICIAL RECORDS MONROE COUNTY
P.B. – PLAT BOOK
P.G. – PAGE
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
PSM – PROFESSIONAL SURVEYOR AND MAPPER
R – RADIUS
R/W – RIGHT OF WAY
N – NORTH
S – SOUTH
E – EAST
W – WEST
Δ – DELTA
℄ – CENTERLINE



1 SEE PAGE 6 OF 7 FOR NOTES AND DESCRIPTION

2. SEE PAGE 7 OF 7 FOR KEY MAP/PAGE INDEX

MICHAEL W. O'NEAL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6027

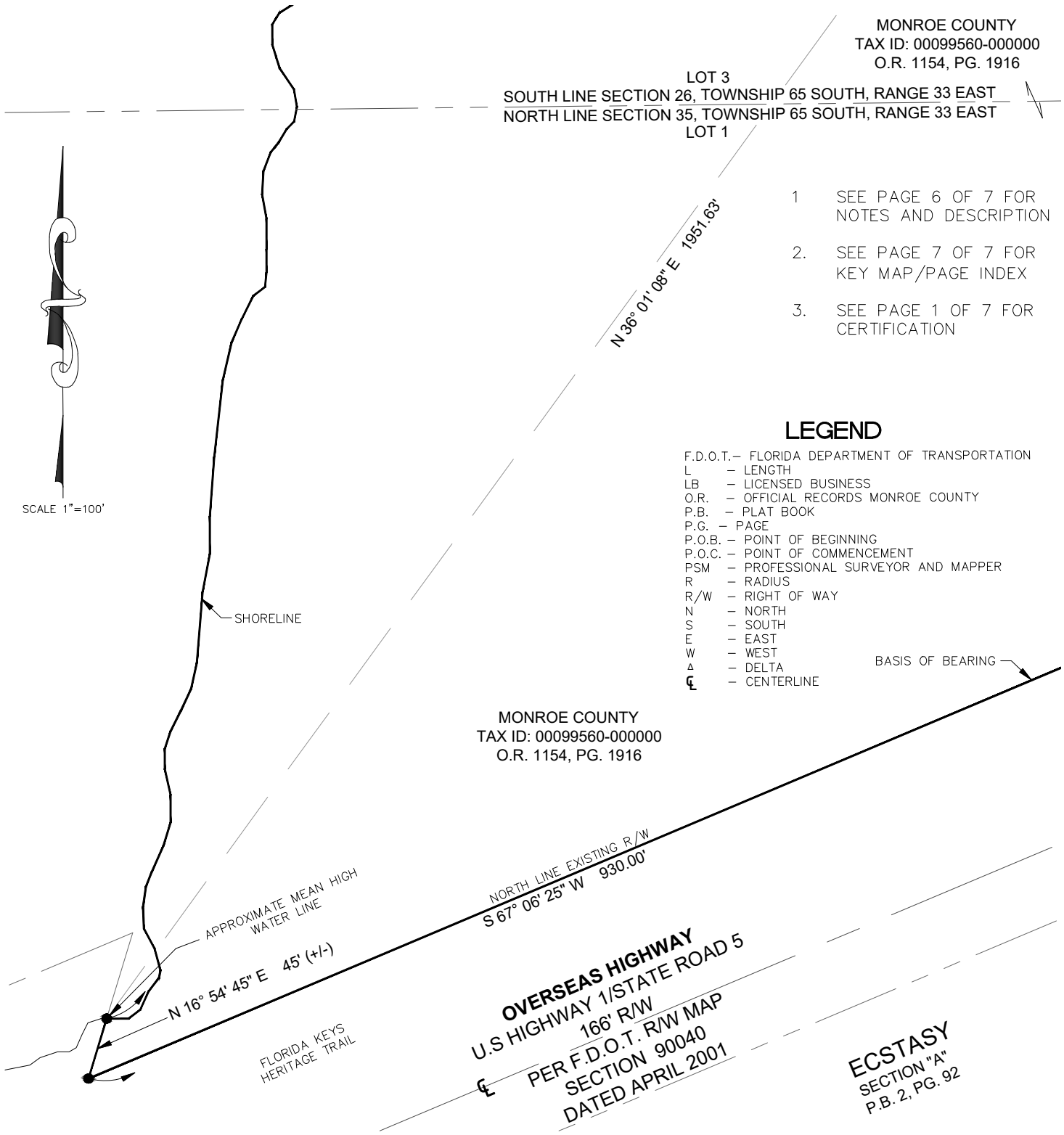
MICHAEL W. O'NEAL, P.S.M. License Number 6027 STATE OF FLORIDA Professional Surveyor and Mapper

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817
DRAWN BY: MEO
SHEET NO. 1 OF 7

SKETCH AND LEGAL DESCRIPTION CONSERVATION EASEMENT CRAWL KEY MONROE COUNTY,FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850–270–2138
Licensed Business 7713



REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817

DRAWN BY: MEO

SHEET NO. 2 OF 7

SKETCH AND LEGAL DESCRIPTION CONSERVATION EASEMENT CRAWL KEY MONROE COUNTY,FLORIDA

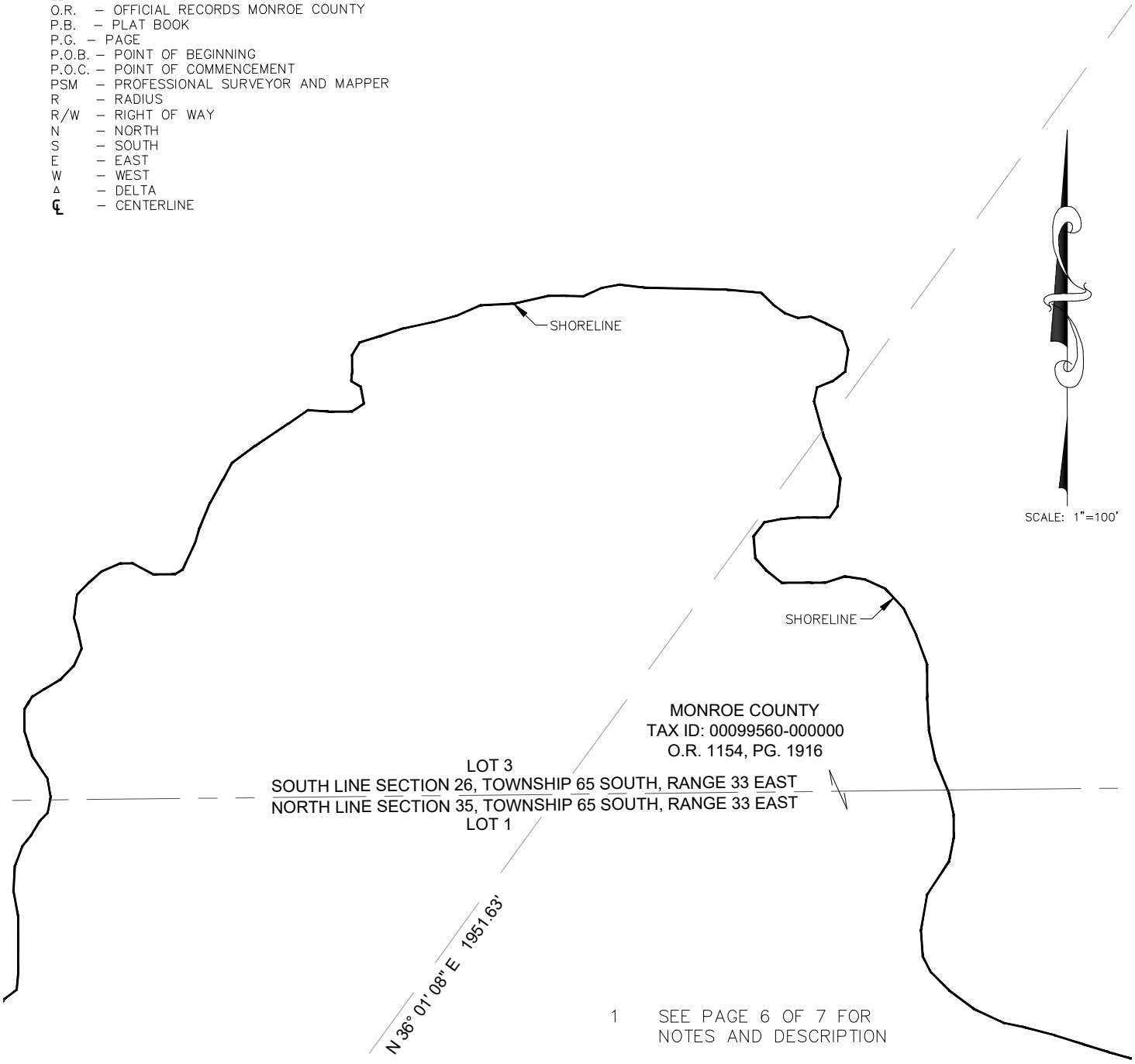
N W E S

O'NEAL SURVEYING & MAPPING, INC.

2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850–270–2138
Licensed Business 7713

LEGEND

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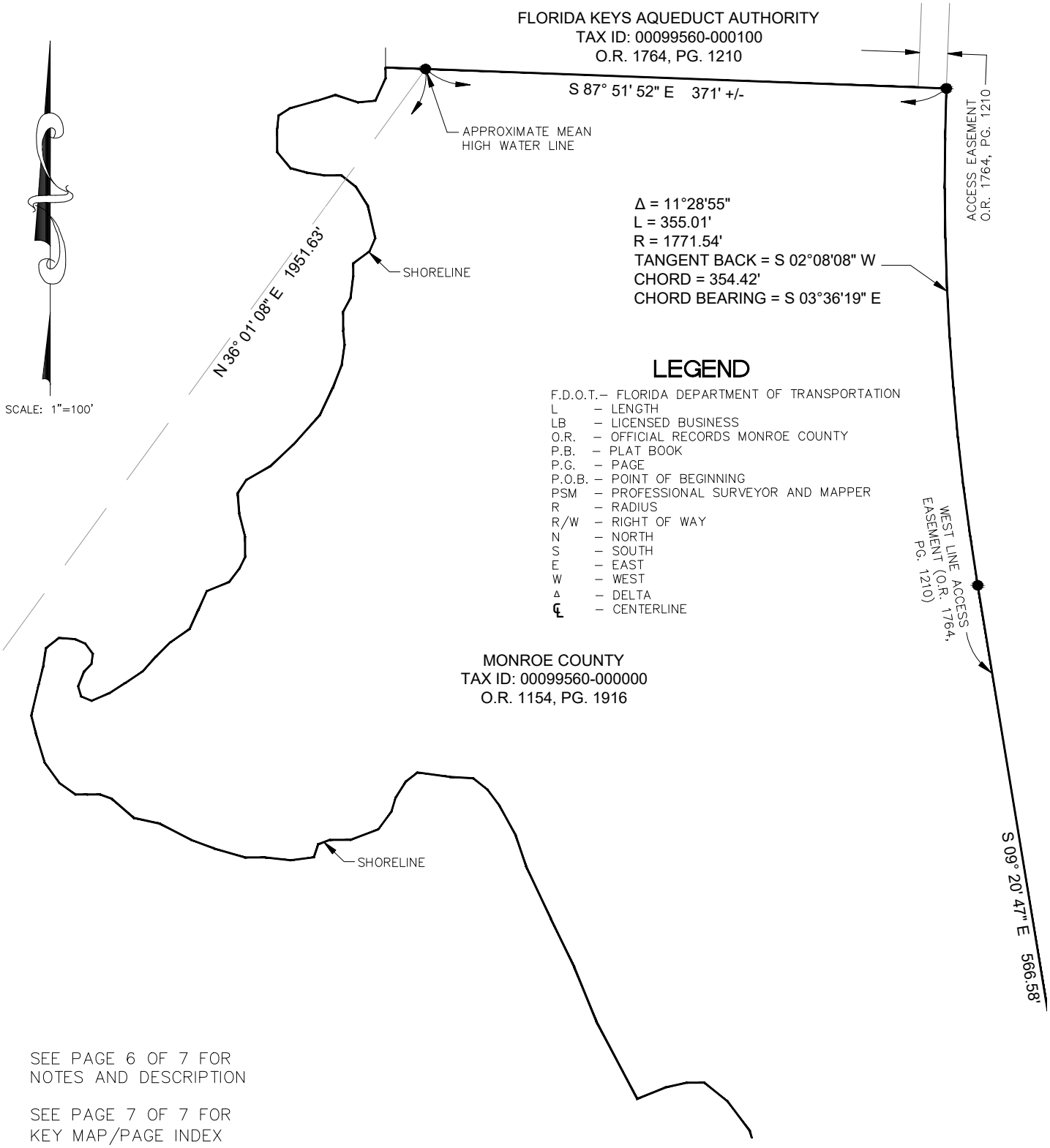
1. SEE PAGE 6 OF 7 FOR NOTES AND DESCRIPTION
2. SEE PAGE 7 OF 7 FOR KEY MAP/PAGE INDEX
3. SEE PAGE 1 OF 7 FOR CERTIFICATION

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817
DRAWN BY: MEO
SHEET NO. 3 OF 7

SKETCH AND LEGAL DESCRIPTION CONSERVATION EASEMENT CRAWL KEY MONROE COUNTY,FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850–270–2138
Licensed Business 7713



1. SEE PAGE 6 OF 7 FOR NOTES AND DESCRIPTION
2. SEE PAGE 7 OF 7 FOR KEY MAP/PAGE INDEX
3. SEE PAGE 1 OF 7 FOR CERTIFICATION

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817

DRAWN BY: MEO

SHEET NO. 4 OF 7

SKETCH AND LEGAL DESCRIPTION CONSERVATION EASEMENT CRAWL KEY MONROE COUNTY,FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850–270–2138
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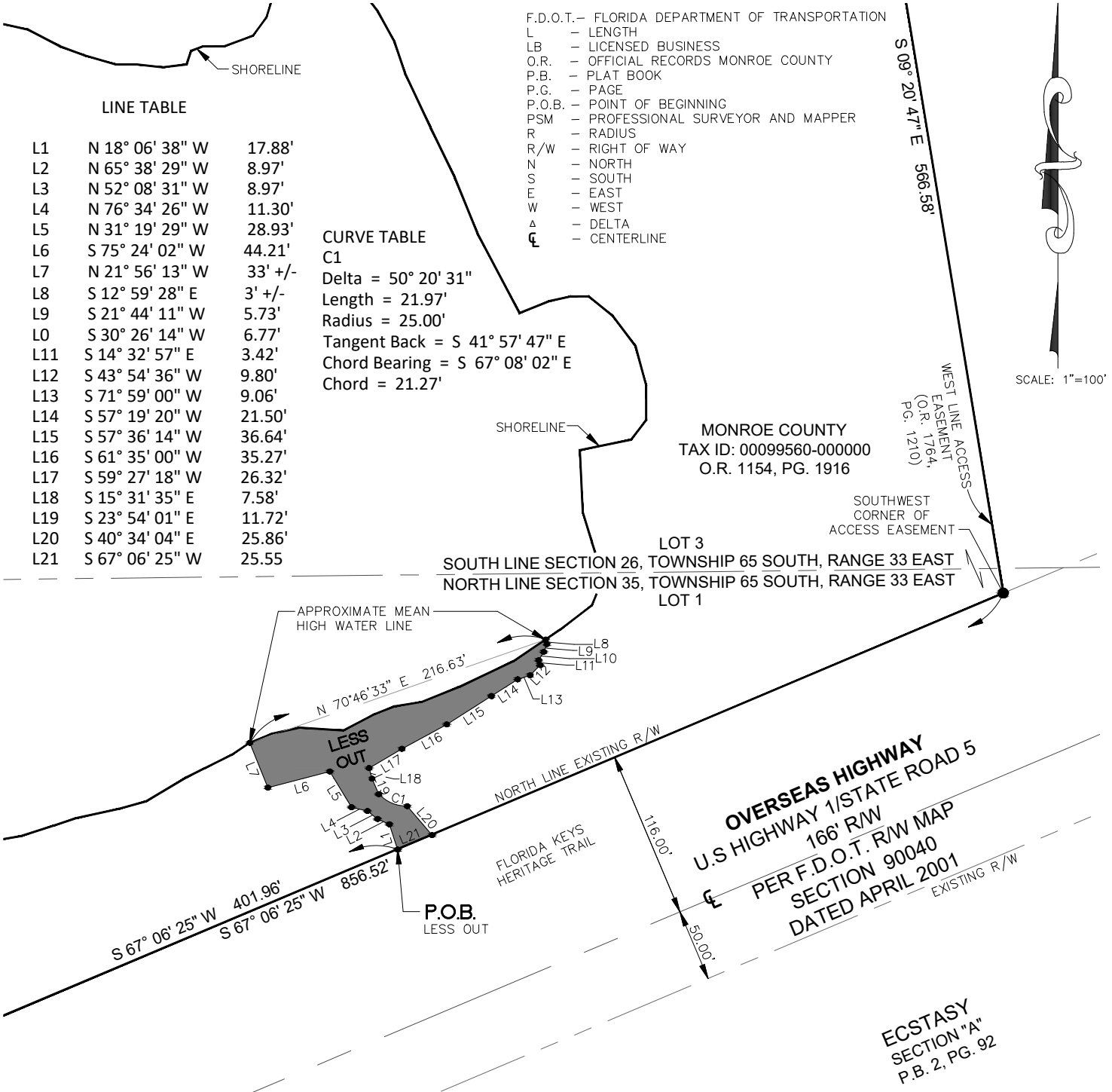
LEGEND

F.D.O.T.– FLORIDA DEPARTMENT OF TRANSPORTATION
L – LENGTH
LB – LICENSED BUSINESS
O.R. – OFFICIAL RECORDS MONROE COUNTY
P.B. – PLAT BOOK
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PSM – PROFESSIONAL SURVEYOR AND MAPPER
R – RADIUS
R/W – RIGHT OF WAY
N – NORTH
S – SOUTH
E – EAST
W – WEST
Δ – DELTA
℄ – CENTERLINE

LINE TABLE

L1	N 18° 06' 38" W	17.88'
L2	N 65° 38' 29" W	8.97'
L3	N 52° 08' 31" W	8.97'
L4	N 76° 34' 26" W	11.30'
L5	N 31° 19' 29" W	28.93'
L6	S 75° 24' 02" W	44.21'
L7	N 21° 56' 13" W	33' +/-
L8	S 12° 59' 28" E	3' +/-
L9	S 21° 44' 11" W	5.73'
L0	S 30° 26' 14" W	6.77'
L11	S 14° 32' 57" E	3.42'
L12	S 43° 54' 36" W	9.80'
L13	S 71° 59' 00" W	9.06'
L14	S 57° 19' 20" W	21.50'
L15	S 57° 36' 14" W	36.64'
L16	S 61° 35' 00" W	35.27'
L17	S 59° 27' 18" W	26.32'
L18	S 15° 31' 35" E	7.58'
L19	S 23° 54' 01" E	11.72'
L20	S 40° 34' 04" E	25.86'
L21	S 67° 06' 25" W	25.55

CURVE TABLE
C1
Delta = 50° 20' 31"
Length = 21.97'
Radius = 25.00'
Tangent Back = S 41° 57' 47" E
Chord Bearing = S 67° 08' 02" E
Chord = 21.27'



1. SEE PAGE 6 OF 7 FOR NOTES AND DESCRIPTION
2. SEE PAGE 7 OF 7 FOR KEY MAP/PAGE INDEX
3. SEE PAGE 1 OF 7 FOR CERTIFICATION

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817
DRAWN BY: MEO
SHEET NO. 5 OF 7

SKETCH AND LEGAL DESCRIPTION CONSERVATION EASEMENT CRAWL KEY MONROE COUNTY,FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850–270–2138
Licensed Business 7713

LEGAL DESCRIPTION
CRAWL KEY CONSERVATION EASEMENT

A PARCEL OF LAND IN CRAWL KEY, MONROE COUNTY, FLORIDA, LYING NORTHERLY OF THE RIGHT OF WAY OF STATE ROAD 5 (US HIGHWAY 1), BEING A PORTION OF LOT 1, SECTION 35, TOWNSHIP 65 SOUTH, RANGE 33 EAST AND A PORTION OF LOT 3, SECTION 26, TOWNSHIP 65 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE NORTHERLY RIGHT OF WAY OF STATE ROAD 5 (US HIGHWAY 1) AT STATION 508+00.00 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP 90040, DATED APRIL 2001, LATEST REVISION DATE NOVEMBER 2005; THENCE S 67° 06' 25" W, 930.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY TO A JOG IN SAID RIGHT OF WAY AT STATION 498+70.00; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY, N 16° 54' 45" E, 45' FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE; THENCE DEPARING SAID RIGHT OF WAY, MEANDERING ALONG SAID MEAN HIGH WATER LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1764, PAGE 1210 PUBLIC RECORDS OF SAID MONROE COUNTY (SAID POINT OF INTERSECTION BEING ON A DIRECT LINE BEARING N 36" 01' 08" E , 1951.63 FEET FROM THE LAST SAID POINT); THENCE DEPARTING SAID MEAN HIGH WATER LINE, S 87° 51' 52" E, 371 FEET MORE OR LESS ALONG SAID SOUTHERLY LINE AND AN EASTERLY EXTENSION THEREOF TO A POINT ON THE WEST LINE OF AN ACCESS EASEMENT DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1764, PAGE 1210, SAID POINT BEING ON A CURVE CONCAVE EASTERLY; THENCE FROM A TANGENT BEARING OF S 02° 08' 08" W, SOUTHEASTERLY 355.01 FEET ALONG THE WEST LINE OF SAID ACCESS EASEMENT AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,771.54 FEET, A CENTRAL ANGLE OF 11° 28' 55", AND A CHORD BEARING S 03° 36' 19" E, 354.42 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST LINE, S 09° 20' 47" E, 566.58 FEET TO THE SOUTHWEST CORNER OF SAID ACCESS EASEMENT ON SAID NORTHERLY RIGHT OF WAY OF STATE ROAD 5 (US HIGHWAY 1); THENCE ALONG SAID RIGHT OF WAY, S 67° 06' 25" W, 856.52 FEET TO THE POINT OF BEGINNING.

COMPRISING 22.61 ACRES, MORE OR LESS.

LESS AND EXCEPT:

A PARCEL OF LAND IN CRAWL KEY, MONROE COUNTY, FLORIDA, LYING NORTHERLY OF THE RIGHT OF WAY OF STATE ROAD 5 (US HIGHWAY 1), BEING A PORTION OF LOT 1, SECTION 35, TOWNSHIP 65 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE NORTHERLY RIGHT OF WAY OF STATE ROAD 5 (US HIGHWAY 1) AT STATION 508+00.00 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP 90040, DATED APRIL 2001, LATEST REVISION DATE NOVEMBER 2005; THENCE N 67° 06' 25" E, 401.96 FEET ALONG SAID NORTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY, ALONG THE FOLLOWING (7) COURSES AND DISTANCES: 1) N 18° 06' 38" W, 17.88 FEET; 2) N 65° 38' 29" W, 8.97 FEET; 3) N 52° 08' 31" W, 8.97 FEET; 4) N 76° 34' 26" W, 11.30 FEET; 5) N 31° 19' 29" W, 28.93 FEET; 6) S 75° 24' 02" W, 44.21 FEET; 7) N 21° 56' 13" W, 33 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE; THENCE MEANDER ALONG SAID MEAN HIGH WATER LINE TO A POINT BEING ON A DIRECT LINE BEARING N 70° 46' 33" E, 216.63 FEET, FROM LAST SAID POINT; THENCE DEPARTING SAID MEAN HIGH WATER LINE, ALONG THE FOLLOWING (12) COURSES AND DISTANCES: 1) S 12° 59' 28" E, 3 FEET MORE OR LESS; 2) S 21° 44' 11" W, 5.73 FEET; 3) S 30° 26' 14" W, 6.77 FEET; 4) S 14° 32' 57" E, 3.42 FEET; 5) S 43° 54' 36" W, 9.80 FEET; 6) S 71° 59' 00" W, 9.06 FEET; 7) S 57° 19' 20" W, 21.50 FEET; 8) S 57° 36' 14" W, 36.64 FEET; 9) S 61° 35' 00" W, 35.27 FEET; 10) S 59° 27' 18" W, 26.32 FEET; 11) S 15° 31' 35" E, 7.58 FEET; 12) S 23° 54' 01" E, 11.72 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE FROM A TANGENT BEARING OF S 41° 57' 47" E, SOUTHEASTERLY 21.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 50° 20' 31" AND A CHORD BEARING S 67° 08' 02" E, 21.27 FEET TO THE END OF SAID CURVE; THENCE S 40° 34' 04" E, 25.86 FEET TO SAID NORTHERLY RIGHT OF WAY OF STATE ROAD 5 (US HIGHWAY 1); THENCE S 67° 06' 25" W, 25.55 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

COMPRISING 0.15 ACRES, MORE OR LESS.

TOTAL ACREAGE = 22.46 ACRES, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY
2. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF AND ARE CALCULATED, UNLESS NOTED OTHERWISE.
3. THE APPROXIMATE AREA WAS DERIVED UTILIZING THE SHORELINE AS MAPPED IN THE MONROE COUNTY PROPERTY APPRAISER'S WEBSITE ON SEPTEMBER 19, 2023.
4. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

1. SEE PAGE 1 OF 7 FOR CERTIFICATION
2. SEE PAGE 7 OF 7 FOR KEY MAP/PAGE INDEX

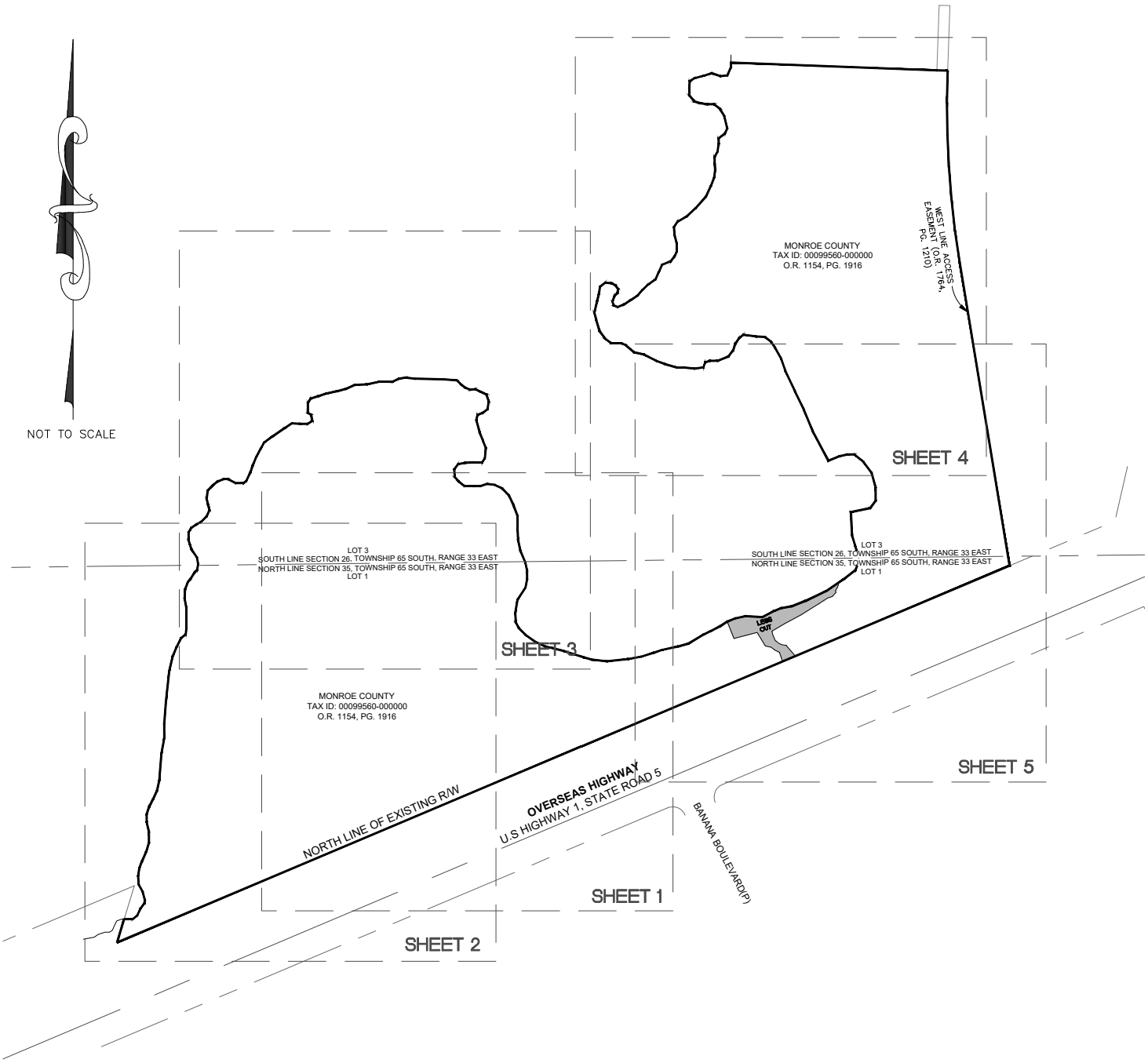
REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817
DRAWN BY: MEO
SHEET NO. 6 OF 7

SKETCH AND LEGAL DESCRIPTION CONSERVATION EASEMENT CRAWL KEY MONROE COUNTY,FLORIDA

N W E S
O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

SHEET INDEX



SEE PAGE 1 OF 7 FOR CERTIFICATION

SEE PAGE 6 OF 7 FOR NOTES AND DESCRIPTION

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817

DRAWN BY: MEO

SHEET NO. 7 OF 7

SKETCH AND LEGAL DESCRIPTION CONSERVATION EASEMENT CRAWL KEY MONROE COUNTY,FLORIDA

N
W E
S

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

RESOLUTION NO. 519-2022

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS EXPRESSING THE COUNTY'S COMMITMENT TO ENTER INTO A CONSERVATION EASEMENT OFF-SITE ON CRAWL KEY AS PART OF THE COMMERCIAL APRON AND MITIGATION PROJECT TO SATISFY SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT REQUIREMENTS.

WHEREAS, the Key West International Airport's current parking positions do not meet the required FAA standard separations for ADG III, the airport's Aircraft Design Group; and

WHEREAS, the Key West International Airport received approval from the FAA to extend the commercial apron east to allow FAA standard separations to be met, relieve congestion adjacent to the aircraft parking positions, while also enhancing safety for aircraft operators and passengers; and

WHEREAS, Key West International Airport is bordered by environmentally sensitive wetlands; and

WHEREAS, the Federal Aviation Administration has approved $17,042,706.00 dollars in grant funding for constructing the commercial apron and mitigation of disturbed wetlands associated with the project; and

WHEREAS, in furtherance of the Commercial Apron and Mitigation Project Monroe County has applied for a permit with the South Florida Water Management District; and

WHEREAS, as the County is proposing an off-site mitigation project on Crawl Key as a condition of the South Florida Water Management District permit which requires the County to enter into a conservation easement or other equivalent document pursuant to Florida Statute section 704.06 and maintain the site,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that at such time as the terms, dimensions and legal description can be finalized, reviewed and approved by the County Attorneys Office for the conservation easement areas required by the South Florida Water Management District permit for the Commercial Apron and Mitigation Project at Crawl Key, the County will execute said conservation easements as a condition of the permit.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 7th day of December, 2022.

Mayor Craig Cates	Yes
Mayor Pro Tem Holly Merrill Raschein	Yes
Commissioner Michelle Lincoln	Yes
Commissioner James K. Scholl	Yes
Commissioner David Rice	Yes

AUST KEVIN MADOK, Clerk

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FL

By _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 11/15/22

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

SPECIAL AIRPORTS MEETING Meeting
March 7, 2024
Agenda Item Number: B1
2023-2209

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Roll Call

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

FINANCIAL IMPACT:
N/A

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

SPECIAL AIRPORTS MEETING Meeting
March 7, 2024
Agenda Item Number: B2
2023-2206

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING:

Approval of a Resolution by the Monroe County Comprehensive Plan Land Authority approving conveyance of Parcel X, Summerland Key Properties on Summerland Key having Parcel ID Number 00114470-002400 to Monroe County for use as mitigation and approving the Grant of Conservation Easement encumbering Parcels X through DD, Summerland Key Properties on Summerland Key having Parcel ID Numbers 00114470-002400 through 00114470-003000 approved by the Monroe County Board of County Commissioners required in the Aircraft Overflow Apron and Mitigation Project at Key West International Airport.

ITEM BACKGROUND:

On April 20, 2022, the Monroe County Comprehensive Plan Land Authority approved Resolution 05-2022 authorizing conveyance of Parcels Y, Z, AA, BB, CC, and DD, to Monroe County for use as mitigation for the Key West International Airport Aircraft Overflow Apron and Mitigation Project, subject to an acceptable conservation easement.

The mitigation project involves restoring disturbed wetlands on land owned by the Land Authority. During the permitting with Sough Florida Water Management District (SFWMD) and the Army Corp of Engineers (ACOE) the Airport Department discovered they needed to mitigate their impacts at the airport in a more extensive manner, so they also included Parcel X, owned by the Land Authority as part of the mitigation plan.

Therefore, this resolution includes approval to convey Parcel X, as well as approval of the Conservation Easement required by SFWMD and ACOE. The Land Authority will be a third-party beneficiary of the Conservation Easement, which will be recorded simultaneously with the land conveyances.

PREVIOUS RELEVANT BOCC ACTION:
April 20, 2022 GB approved Resolution 05-2022

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Proposed MCLA Resolution -Approval Of Conveyance Of Parcel X and Conservation Easement.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. -2024

A RESOLUTION BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING CONVEYANCE OF PARCEL X, SUMMERLAND KEY PROPERTIES ON SUMMERLAND KEY HAVING PARCEL ID NUMBER 00114470-002400 TO MONROE COUNTY FOR USE AS MITIGATION AND APPROVING THE GRANT OF CONSERVATION EASEMENT ENCUMBERING PARCELS X THROUGH DD, SUMMERLAND KEY PROPERTIES ON SUMMERLAND KEY HAVING PARCEL ID NUMBERS 00114470-002400 THROUGH 00114470-003000 APPROVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS REQUIRED IN THE AIRCRAFT OVERFLOW APRON AND MITIGATION PROJECT AT KEY WEST INTERNATIONAL AIRPORT.

WHEREAS, the Monroe County Comprehensive Land Authority (hereafter "Land Authority") previously approved Resolution 05-2022, attached herein as "Attachment A" authorizing the conveyance of Parcels Y, Z, AA, BB, CC, and DD, Summerland Key Properties to the Monroe County Board of County Commissioners (hereinafter "BOCC") upon approval by the parties of the Grant of Conservation Easement required by the South Florida Water Management District and U.S. Army Corps of Engineers for the Aircraft Overflow Apron and Mitigation and other improvement projects at Key West International Airport; and

WHEREAS, subsequent to the approval of Resolution 05-2022, Monroe County staff determined that Parcel X, having Parcel ID number 00114470-002400, which is contiguous to the previously approved parcels pursuant to Resolution 05-2022, is also needed for mitigation purposes and therefore was included in the permit applications to the South Florida Water Management District and the U.S. Army Corps of Engineers in connection with the Aircraft Overflow Apron and Mitigation and other improvement projects at Key West International Airport; and

WHEREAS, Monroe County has informed Land Authority staff of the need for the additional parcel and requested that the Land Authority approve the Grant of Conservation Easement, inclusive of all Parcels X, Y, Z, AA, BB, and DD; and

WHEREAS, Monroe County staff has requested that the Land Authority convey Parcels X, Y, Z, AA, BB, CC, and DD, Summerland Key Properties, having Parcel ID numbers 00114470-002400 through 00114470-00300, to Monroe County simultaneously with the recording of the Grant of Conservation Easement; and

WHEREAS, Land Authority staff has reviewed the request to include parcel X in the conveyance and recommends approval.

WHEREAS, Land Authority staff has reviewed the Grant of Conservation Easement and recommends approval; and

NOW THEREFORE, BE IT RESOLVED THAT THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY HEREBY:

1. Accepts the above recitals as true and correct.

2. Commits to convey pursuant to the Quit Claim Deed attached as Attachment B, Parcel X, Summerland Key Properties, having Parcel ID number 00114470-002400, in addition to the previous commitment in Resolution 05-2022, which committed to convey Parcels Y, Z, AA, BB, CC, and DD, Summerland Key Properties, as recorded on a map in Official Records Book 744, Page 801 of the Public Records of Monroe County, Florida to Monroe County for use as mitigation with the condition that the above referenced Grant of Conservation Easement will be simultaneously recorded to assure the land is used as conservation , in accordance with Florida Statutes 380.0666 (3)(a), powers of land authority.

3. Approves the Grant of Conservation Easement included herein as Attachment “C”.

4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a special meeting on this _____ day of _____, 2024.

Chairman David Rice	_____
Vice Chairwoman Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner James K. Scholl	_____
Commissioner Holly Merrill Raschein	_____

(Seal)

ATTEST:

_____
Christine Hurley
Executive Director

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
David P. Rice
Chairman

Approved as to form and legality

_____
Gregory Oropeza, Esquire

Attachment "A"

RESOLUTION NO. 05-2022

A RESOLUTION BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY COMMITTING TO CONVEY PARCELS Y, Z, AA, BB, CC, AND DD, SUMMERLAND KEY PROPERTIES ON SUMMERLAND KEY TO MONROE COUNTY FOR USE AS MITIGATION SUBJECT TO A CONSERVATION EASEMENT.

WHEREAS, in 1989 the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") purchased Parcels Y, Z, AA, BB, CC, and DD, Summerland Key Properties, as recorded on a map in Official Records Book 744, Page 801 of the Public Records of Monroe County, Florida (hereinafter "Subject Property") for conservation purposes; and

WHEREAS, prior to Land Authority ownership, the natural condition of the subject property was disturbed by the introduction of fill; and

WHEREAS, the County's Airport staff propose that Monroe County acquire title and conduct restoration activities on the Subject Property as mitigation for wetland impacts that will result from the Aircraft Overflow Apron and Mitigation Project and other improvement projects at Key West International Airport; and

WHEREAS, these mitigation activities are required by the project's permits from the South Florida Water Management District and the U.S. Army Corps of Engineers; and

WHEREAS, the conveyance will be subject to a Grant of Conservation Easement which is currently still being drafted and will run in favor of the Land Authority, the South Florida Water Management District, and the U.S. Army Corps of Engineers; and

WHEREAS, the Land Authority Advisory Committee considered the proposed conveyance to the Monroe County Board of County Commissioners at a meeting held on January 26, 2022 and voted 3 to 2 to recommend approval; and

WHEREAS, the conveyance of the Subject Property to the Monroe County Board of County Commissioners is subject to approval and execution of the Grant of Conservation Easement by the Monroe County Board of County Commissioners; and

WHEREAS, the Grant of Conservation Easement will prohibit development activities on the Subject Property except for the restoration activities required by the South Florida Water Management District and the U.S. Army Corps of Engineers permits; and

WHEREAS, the Grant of Conservation Easement will be created pursuant to section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with the applicable laws of the State of Florida;

NOW THEREFORE, BE IT RESOLVED THAT THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY HEREBY:

1. Commits to convey parcels identified as Y, Z, AA, BB, CC, and DD, Summerland Key Properties, as recorded on a map in Official Records Book 744, Page 801 of the Public Records of Monroe County, Florida to Monroe County for use as mitigation with the condition that the above referenced Grant of Conservation Easement will be simultaneously recorded to assure the land is used as conservation, in accordance with Florida Statutes 380.0666 (3)(a), powers of land authority. Said conveyance shall not occur until such time as said Grant of Conservation Easement has been drafted and approved by the parties.

2. Acknowledges the Subject Property will be conveyed for the purpose of mitigation for wetland impacts that will result from the Aircraft Overflow Apron and Mitigation Project and other improvement projects at Key West International Airport and affirms that the Subject Property will be restricted as defined in said Grant of Conservation Easement to be recorded when land is conveyed.

3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this 20th day of April, 2022.

Commissioner Craig Cates	Yes
Commissioner Michelle Coldiron	Yes
Commissioner District III, *vacant*	Vacant
Commissioner Holly Raschein	Yes
Chairman David Rice	Yes

ATTEST:

Christine Hurley
Executive Director

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

Attachment “B”

Return to: (Enclosed self-addressed stamped envelope)
Name: OROPEZA, STONES & CARDENAS
Address: 221 Simonton Street
Key West, FL 33040

This Instrument Prepared By:
Gregory S. Oropeza, Esq.
221 Simonton Street
Key West, FL 33040
(305) 294-0252

Property Appraiser’s Parcel I.D. (folio) Numbers:

00114470-002400
00114470-002500
00114470-002600
00114470-002700
00114470-002800
00114470-002900
00114470-003000

Note to Recorder: Pursuant to F.S. 201.01 the subject deed is exempt from documentary stamp tax as the conveyance is between a political subdivision and a county agency.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this _____ day of _____, 2024 by and between **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY**, a land authority under Section 380.0663(1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose post office address is 1200 Truman Avenue, Suite 207, Key West, FL 33040, party of the first part, and **MONROE COUNTY,** a political subdivision of the State of Florida, whose post office address is 1100 Simonton Street, Key West, FL 33040, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

SEE EXHIBIT “A” ATTACHED HERETO

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, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

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

Signed, Sealed and Delivered
in the Presence of:

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under Section 380.0663(1), Florida Statutes, and Monroe County Ordinance Number 031-1986

By:_____
David P. Rice, Chairman

STATE OF FLORIDA:
COUNTY OF MONROE:

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 2024 by **DAVID P. RICE**, Chairman of the **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY,** a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, who [ ] is personally known to me or [ ] has produced a _____ as identification.

[Notary Seal]

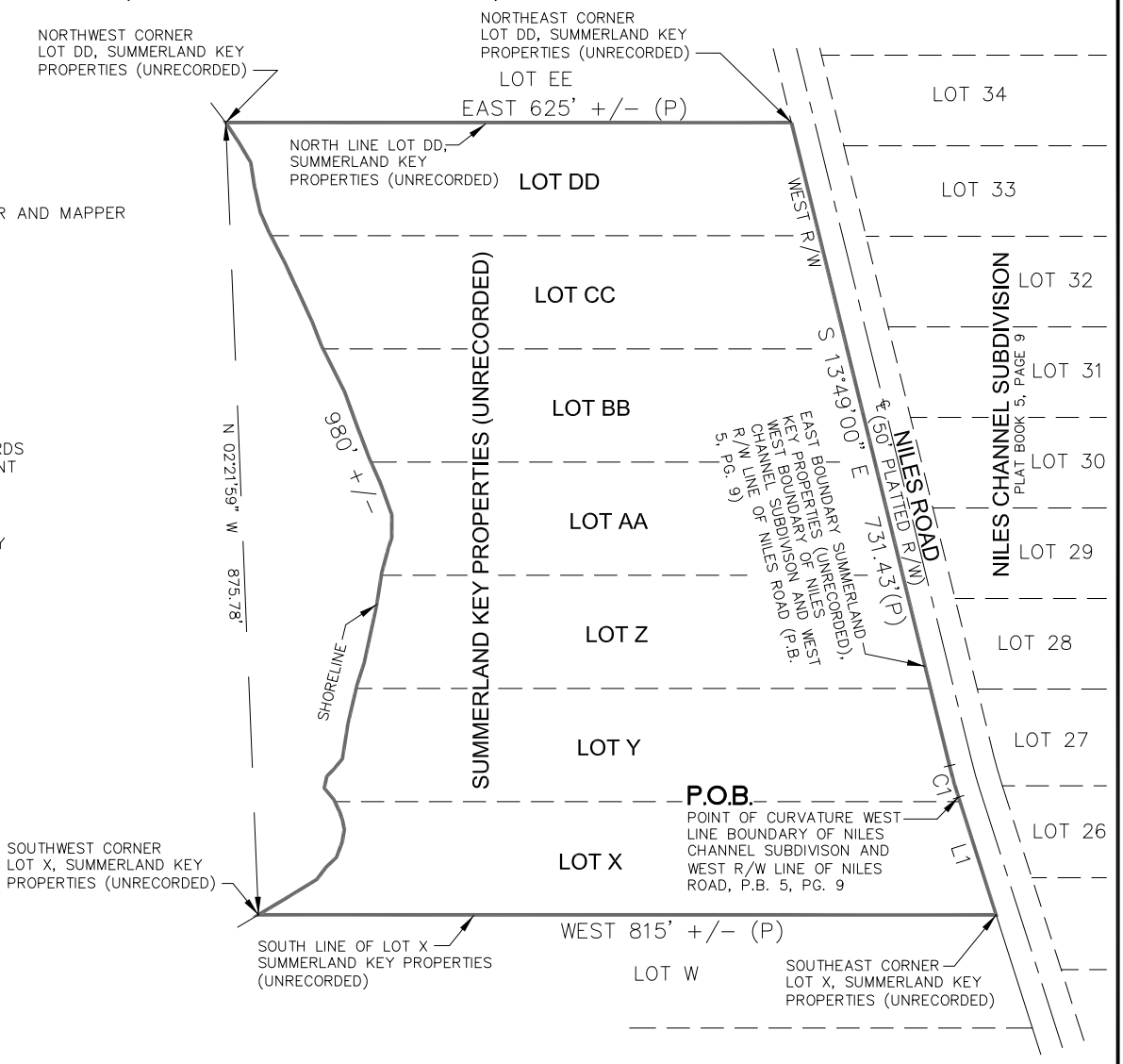
_____
Notary Public
Notary Public

_____
Printed Name

My Commission Expires: _____

Exhibit "A"

SECTION 26, TOWNSHIP 66 SOUTH, RANGE 28 EAST



LEGEND

LB – LICENSED BUSINESS
PSM – PROFESSIONAL SURVEYOR AND MAPPER
L – LINE TABLE NUMBER
C – CURVE TABLE NUMBER
N – NORTH
S – SOUTH
E – EAST
W – WEST
S.F. – SQUARE FEET
P.B. – PLAT BOOK
D.B. – DEED BOOK
O.R. – OFFICIAL RECORDS
BK. – BOOK
PG. – PAGE
M.C.R. – MONROE COUNTY RECORDS
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
(P) – PLAT
R/W – RIGHT OF WAY
℄ – CENTERLINE RIGHT OF WAY



SCALE: 1"=200'

LINE TABLE

L1	S17°46'00"E (P)	136.45'(P)

CURVE TABLE

C1
RADIUS = 525'(P)
LENGTH = 36.19'(P)
DELTA = 03°57'00"(P)
CHORD BEARING = S 15°47'30" E
CHORD = 36.19'

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF AND ARE CALCULATED, UNLESS NOTED OTHERWISE.
3. THE APPROXIMATE AREA WAS DERIVED UTILIZING THE SHORELINE AS MAPPED ON THE MONROE COUNTY PROPERTY APPRAISER'S WEBSITE ON SEPTEMBER 1, 2023.
4. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARY E. O'NEAL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6414

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817B
DRAWN BY: ESTEP
SHEET NO. 1 OF 2

SKETCH AND LEGAL DESCRIPTION CONSERVATION AREA SUMMERLAND KEY MONROE COUNTY, FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

LEGAL DESCRIPTION
MITIGATION AREA SUMMERLAND KEY

A PARCEL OF LAND LYING IN SECTION 26 TOWNSHIP 66 SOUTH, RANGE 28 EAST, IN MONROE COUNTY, FLORIDA, BEING LOTS X, Y, Z, AA, BB, CC, AND DD OF THE UNRECORDED PLAT OF SUMMERLAND KEY PROPERTIES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF TANGENCY OF A CURVE ON THE WEST BOUNDARY OF NILES CHANNEL SUBDIVISION, ALSO BEING THE WEST RIGHT OF WAY LINE OF NILES ROAD, BOTH AS RECORDED IN PLAT BOOK 5, PAGE 9, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND ALSO BEING A POINT ON THE EAST BOUNDARY OF SAID SUMMERLAND KEY PROPERTIES; THENCE ALONG SAID EAST/WEST BOUNDARY AND SAID WEST RIGHT OF WAY LINE, S 17°46'00" E, 136.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT X, THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT X, 815 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE; THENCE MEANDER NORTHERLY, ALONG SAID MEAN HIGH WATER LINE, 980 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT DD OF SUMMERLAND KEY PROPERTIES; THENCE DEPARTING SAID MEAN HIGH WATER LINE, EAST, ALONG THE NORTH LINE OF SAID LOT DD, 625 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT DD, ALSO BEING A POINT ON THE WEST BOUNDARY OF SAID NILES CHANNEL SUBDIVISION, THE WEST RIGHT OF WAY LINE OF SAID NILES ROAD AND THE EAST BOUNDARY LINE OF SAID SUMMERLAND KEY PROPERTIES; THENCE S 13°49'00"E, ALONG SAID EAST/WEST BOUNDARY LINES AND SAID WEST RIGHT OF WAY, 731.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY, 36.19 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID NILES ROAD, THE WEST BOUNDARY OF SAID NILES CHANNEL SUBDIVISION AND THE EAST BOUNDARY OF SAID SUMMERLAND KEY PROPERTIES AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 03°57'00" AND A CHORD BEARING S 15°47'30" E, 36.19 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 12.4 ACRES, MORE OR LESS.

REVISIONS	
	DESCRIPTION

JOB NUMBER: JAC230817B

DRAWN BY: ESTEP

SHEET NO. 2 OF 2

SKETCH AND LEGAL DESCRIPTION
CONSERVATION AREA
SUMMERLAND KEY
MONROE COUNTY, FLORIDA

N
W E
S
O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

Attachment “C”

Prepared by:
Beverly F. Birkitt: Birkitt Environmental Services, Inc.
Pedro J. Mercado: Senior Assistant County Attorney
OFS-1 Summerland Key
Revised 1-12-2024

Return original or certified recorded document to:
South Florida Water Management District
33301 Gun Club Rd.
West Palm Beach, FL 33406

Deed of Conservation Easement
Third Party Beneficiary Rights to the
U.S. Army Corps of Engineers and
Monroe County Land Management Authority

THIS DEED OF CONSERVATION EASEMENT (“Conservation Easement”) is given this _____ day of _____, 2024, by Monroe County Board of County Commissioners (“Grantor”) whose mailing address is 1100 Simonton Street, Suite 205, Key West, FL 33040 to the South Florida Water Management District (“Grantee”) with third party enforcement rights to the U.S. Army Corps of Engineers (“Corps”) (“First Third Party Beneficiary”) and Monroe County Comprehensive Plan Land Management Authority (“Second Third Party Beneficiary”). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term “Grantee” shall include any successor or assignee of Grantee; and the term “Third Party Beneficiary” shall include any successor or assignee of the Third-Party Beneficiaries.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Monroe County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No.211022-31948 (“Permit”) and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No.SAJ-2003-04620 Phase I (“Corps Permit”) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities;

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual

Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto), shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit (or any modification thereof) or in a Management Plan which has been approved in writing by the Grantee):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **Rights of the U.S. Army Corps of Engineers ("Corps").** The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein~~,~~ to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Corps. The Grantee shall consider any comments or objections from the Corps when making the final decision to release or amend this Conservation Easement.

6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. **Grantee's and Third-Party Beneficiary's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee and Third-Party Beneficiaries shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. **Third Party Beneficiary's Enforcement Rights.** The Third-Party Beneficiaries of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions, and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions, and restrictions shall be at the discretion of the Third-Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. The Third-Party Beneficiaries shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

12. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

13. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Monroe County, Florida.

16. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the

Official Records of Monroe County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor and shall continue as a servitude running in perpetuity with the Conservation Easement Area. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Conservation Easement to be executed effective as of the date and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor Holly Merrill Raschein

EXHIBIT A

[LOCATION MAP]

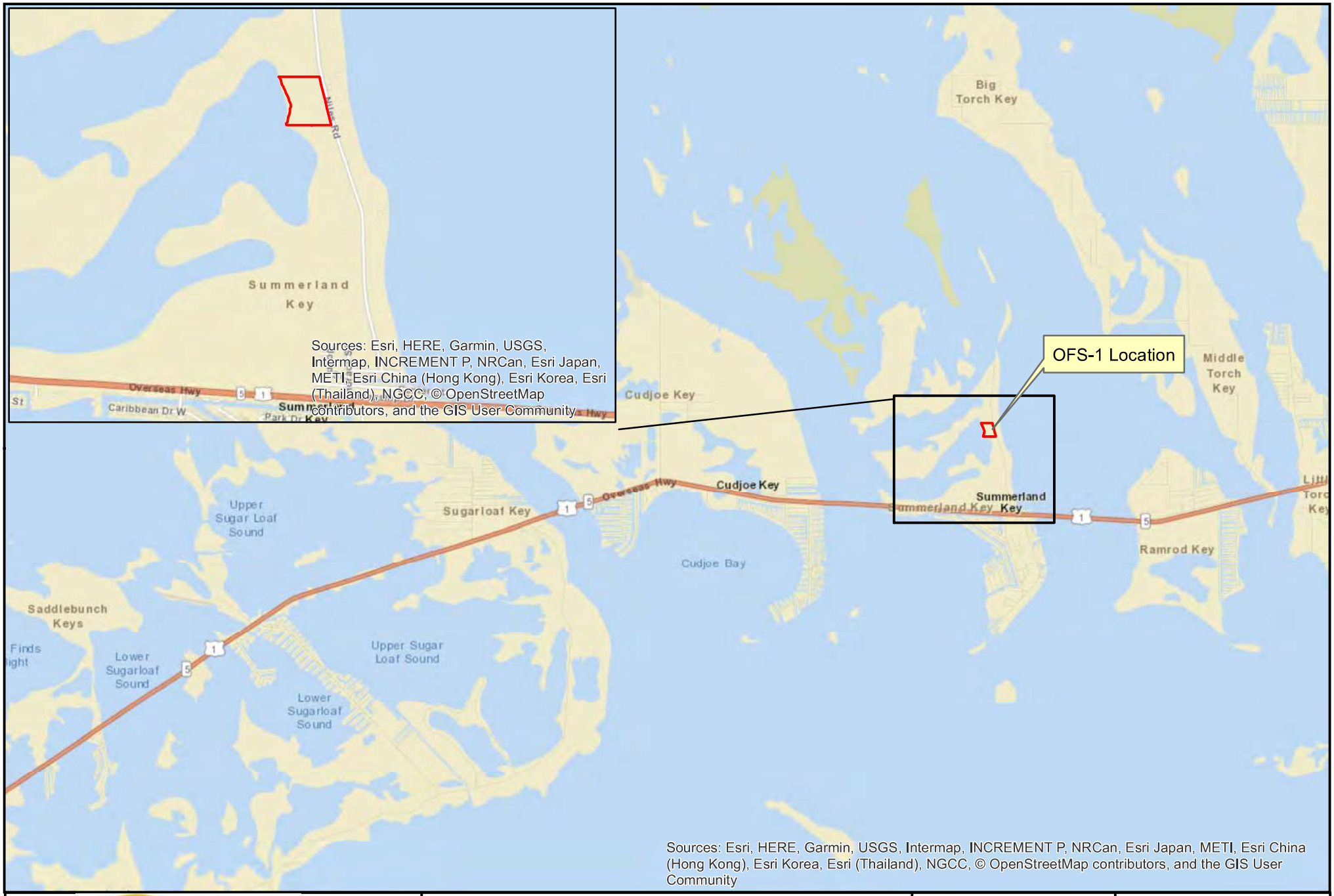


Figure 3.0

Off-Site Mitigation Area Location Map

Key West Internation Airport Aircraft Overflow Parking
Monroe County, FL

BIRKITT ENVIRONMENTAL SERVICES, INC.
126 3rd Ave, N., STE 104
Safety Harbor, FL 34695

This map was developed using ArcGIS 10.3. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. Birkitt Environmental Services, Inc. and its employees are not liable for inappropriate or unintended uses of the information. This is not a map of survey.

Source: StreetMap USA
Creation Date: 1/25/21
Author: Birkitt GIS Department: (RT)
File Path: T:\Key West\AO Permitting\Maps\Fig 1.0 OFS-1 Location

N
W E
S

0 0.275 0.55 1.1 Miles

NAD 83, State Plane Florida Eastt [Feet]



BIRKITT ENVIRONMENTAL SERVICES, INC.
126 3rd Ave. N. STE 104
Safety Harbor, FL 34695

Figure 4.0

Off-Site Mitigation Area Existing Conditions

Key West International Airport
Monroe County, FL

This map was developed using ArcGIS 10.3. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. Birkitt Environmental Services, Inc. and its employees are not liable for inappropriate or unintended uses of the information. This is not a map of survey.

Source: Esri, Maxar, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community (ArcGIS, Birkitt Environmental Services, Inc. (2020) Mitigation Areas)
Coordinate Data: NAD83
Author: Birkitt GIS Department, JRT
File Path: T:\Key West Airport\MXD\apx\Fig 3.0 OFSITE\Cover\8-28-20.mxd

N
W E
S

0 50 100 200 Feet

NAD 83, State Plane Florida East [Feet]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

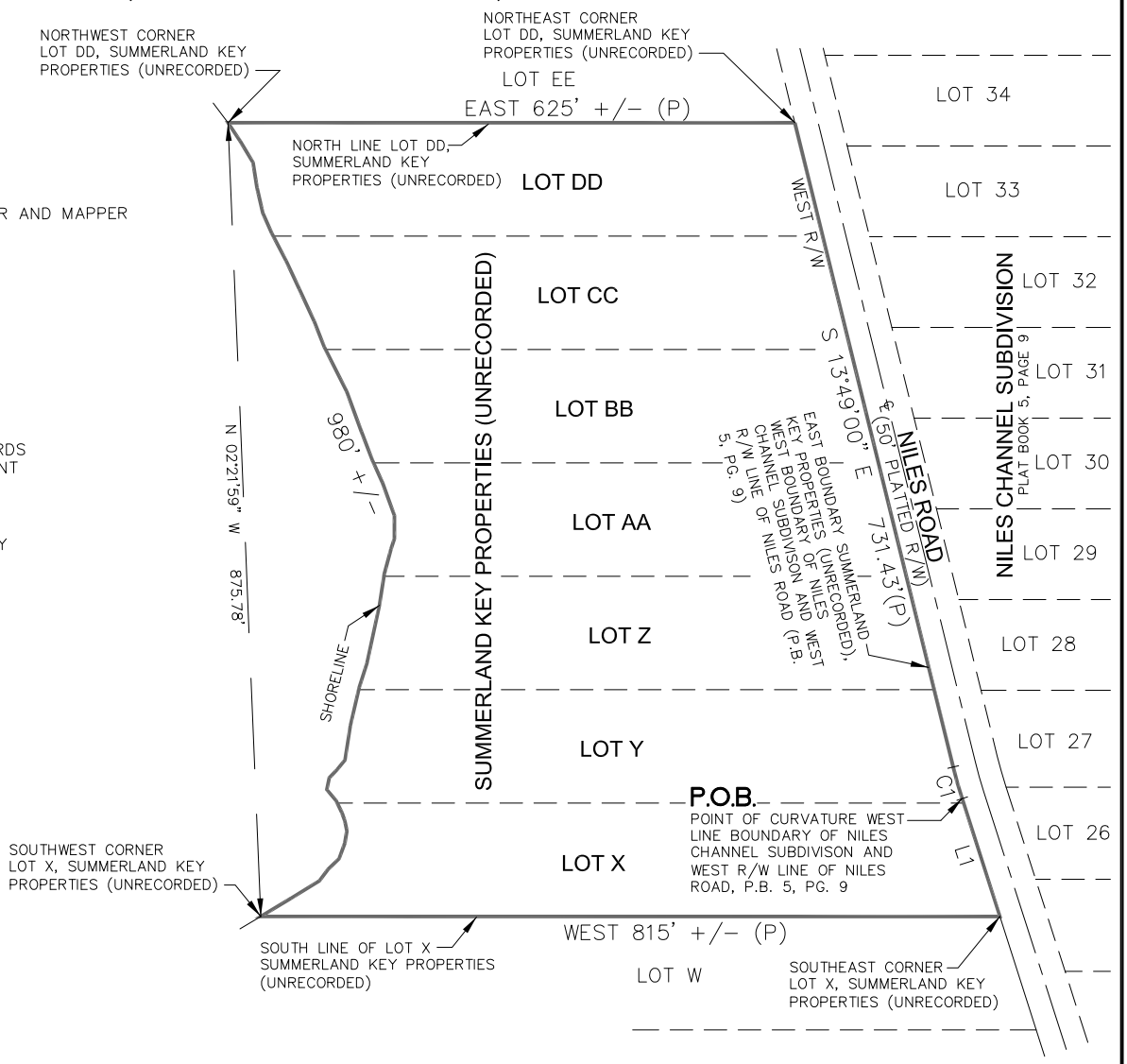
SECTION 26, TOWNSHIP 66 SOUTH, RANGE 28 EAST

LEGEND

LB – LICENSED BUSINESS
PSM – PROFESSIONAL SURVEYOR AND MAPPER
L – LINE TABLE NUMBER
C – CURVE TABLE NUMBER
N – NORTH
S – SOUTH
E – EAST
W – WEST
S.F. – SQUARE FEET
P.B. – PLAT BOOK
D.B. – DEED BOOK
O.R. – OFFICIAL RECORDS
BK. – BOOK
PG. – PAGE
M.C.R. – MONROE COUNTY RECORDS
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
(P) – PLAT
R/W – RIGHT OF WAY
℄ – CENTERLINE RIGHT OF WAY



SCALE: 1"=200'



LINE TABLE

L1	S17°46'00"E (P)	136.45'(P)

CURVE TABLE

C1
RADIUS = 525'(P)
LENGTH = 36.19'(P)
DELTA = 03°57'00"(P)
CHORD BEARING = S 15°47'30" E
CHORD = 36.19'

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF AND ARE CALCULATED, UNLESS NOTED OTHERWISE.
3. THE APPROXIMATE AREA WAS DERIVED UTILIZING THE SHORELINE AS MAPPED ON THE MONROE COUNTY PROPERTY APPRAISER'S WEBSITE ON SEPTEMBER 1, 2023.
4. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARY E. O'NEAL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6414

REVISIONS	
DATE	DESCRIPTION

JOB NUMBER: JAC230817B
DRAWN BY: ESTEP
SHEET NO. 1 OF 2

SKETCH AND LEGAL DESCRIPTION CONSERVATION AREA SUMMERLAND KEY MONROE COUNTY, FLORIDA

O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
Licensed Business 7713

LEGAL DESCRIPTION
MITIGATION AREA SUMMERLAND KEY

A PARCEL OF LAND LYING IN SECTION 26 TOWNSHIP 66 SOUTH, RANGE 28 EAST, IN MONROE COUNTY, FLORIDA, BEING LOTS X, Y, Z, AA, BB, CC, AND DD OF THE UNRECORDED PLAT OF SUMMERLAND KEY PROPERTIES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF TANGENCY OF A CURVE ON THE WEST BOUNDARY OF NILES CHANNEL SUBDIVISION, ALSO BEING THE WEST RIGHT OF WAY LINE OF NILES ROAD, BOTH AS RECORDED IN PLAT BOOK 5, PAGE 9, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND ALSO BEING A POINT ON THE EAST BOUNDARY OF SAID SUMMERLAND KEY PROPERTIES; THENCE ALONG SAID EAST/WEST BOUNDARY AND SAID WEST RIGHT OF WAY LINE, S 17°46'00" E, 136.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT X, THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT X, 815 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE; THENCE MEANDER NORTHERLY, ALONG SAID MEAN HIGH WATER LINE, 980 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT DD OF SUMMERLAND KEY PROPERTIES; THENCE DEPARTING SAID MEAN HIGH WATER LINE, EAST, ALONG THE NORTH LINE OF SAID LOT DD, 625 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT DD, ALSO BEING A POINT ON THE WEST BOUNDARY OF SAID NILES CHANNEL SUBDIVISION, THE WEST RIGHT OF WAY LINE OF SAID NILES ROAD AND THE EAST BOUNDARY LINE OF SAID SUMMERLAND KEY PROPERTIES; THENCE S 13°49'00"E, ALONG SAID EAST/WEST BOUNDARY LINES AND SAID WEST RIGHT OF WAY, 731.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY, 36.19 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID NILES ROAD, THE WEST BOUNDARY OF SAID NILES CHANNEL SUBDIVISION AND THE EAST BOUNDARY OF SAID SUMMERLAND KEY PROPERTIES AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 03°57'00" AND A CHORD BEARING S 15°47'30" E, 36.19 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 12.4 ACRES, MORE OR LESS.

REVISIONS	
	DESCRIPTION

JOB NUMBER: JAC230817B

DRAWN BY: ESTEP

SHEET NO. 2 OF 2

SKETCH AND LEGAL DESCRIPTION
CONSERVATION AREA
SUMMERLAND KEY
MONROE COUNTY, FLORIDA

N
W E
S
O'NEAL SURVEYING & MAPPING, INC.
2002 Old St. Augustine Rd. Suite A20, #116
Tallahassee, Fl. 32301
Ph. 850-270-2138
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