



## Levy County Board of County Commissioners Agenda Item Summary Form

1. **Name:** Matt Brooks, Chairman  
 2. **Organization/Title/Telephone:** Board of County Commissioners  
 3. **Meeting Date:** Tuesday, August 4, 2020

4. **Requested Motion/Action:**  
 Discussion/decision on transfer of Dock Street Fishing Pier (Big Dock) to City of Cedar Key and other issues with Big Dock.

5. **Agenda Presentation:** Yes  No  N/A

6. **Time Requested:** Click or tap to enter a date.  
 (Request will be granted if Possible) allotted time not more than 15 minutes

7. **Is this Item Budgeted (If Applicable):** Yes  No  N/A

8. **If no, State Action Required:**
- a. **Budget Action:**
  - b. **Financial Impact Summary Statement:**
  - c. **Detailed Analysis Attached**
  - d. **Budget Officer Approval:**

**If approved enter date:** Click or tap to enter a date.

9. **Background: (Why is the action necessary, and what action will be accomplished) (All supporting documentation must be attached if any)**

Enclosed is a proposed letter to send to the City of Cedar Key requesting that the County and the City resume negotiations for the transfer of the Big Dock to the City pursuant to the 2007 Interlocal Agreement. Also enclosed is the 2007 Interlocal Agreement between the County and the City, 2013 correspondence between the County and the City to try and negotiate the transfer, proposed County Deeds to transfer the Big Dock and adjacent uplands, and the current Sovereignty Submerged Fee Waived Lands Lease between the County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Big Dock. It is anticipated that these documents would also be enclosed in the letter to the City. Final deeds and other documents would need to come back to the Board for approval prior to closing on any transactions.

**10. Recommended Approval**

- a. **Department Director:** Yes  No  N/A
- b. **County Attorney:** Yes  No  N/A
- c. **County Coordinator:** Yes  No  N/A
- d. **Other:** Yes  No  N/A



**LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Government Serving Citizens**

**COMMISSIONERS**

**John Meeks**

**Rock Meeks**

**Mike Joyner, Vice-Chair**

**Lilly Rooks**

**Matt Brooks, Chair**

City Commission and  
City Clerk  
City of Cedar Key  
P.O. Box 339  
Cedar Key, FL 32625

August 4, 2020

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**Re: Interlocal Agreement between Levy County, Florida and  
the City of Cedar Key dated January 16, 2007 ("ILA")**

**Dear City Commissioners:**

There has been recent discussion at the Board of County Commissioners ("Board") meetings regarding the ILA and the intentions expressed in Section III of the ILA for the County and the City to consummate a transfer of the County's interest in the Dock Street Fishing Pier located along Dock Street in Cedar Key ("the Pier") to the City. A copy of the ILA is enclosed for your reference.

As you may be aware, the County and the City communicated about the transfer of the Pier pursuant to the terms of the ILA in 2013. Copies of those communications are enclosed. The County requested that negotiations begin to accomplish the transfer; however the City's response was a request to "cancel" the ILA. There were no actions by either party in response to the City's request. As a result, the provisions of the ILA regarding the transfer of the Pier are still valid.

The Board is now interested in reopening discussions to accomplish the transfer of the Pier as contemplated in Section III of the ILA. The County has met the requirement in Section III of completion of renovation/reconstruction of the Pier. Section III of the ILA provides that a conveyance of a County Deed for the Pier to the City is the next step in the process. The County has enclosed a County Deed to accomplish that conveyance. There are other steps which must be taken, however, in order to properly convey the County's interest in other items and documents related to the ownership of the Pier, without which the City could not enjoy the full benefit and use of the Pier.

In order to properly convey the Pier and all of the benefits of its ownership, as contemplated in Section V of the ILA, there will need to be discussions between the County and the City regarding the transfer of the County's interest in the Sovereignty Submerged Lands Fee Waived Lease between the County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Lease"). A copy of that Lease is enclosed for your reference. The Lease is required to allow the Pier to exist and be operated in its location over the State's sovereign submerged lands in the waters adjacent to Cedar Key. You will note that the Lease term expires in March 2021, which makes this an ideal time to begin negotiations between the County and the City

for how to transfer the County's interest in the Lease in order to effectuate the Pier transfer.

Another issue that will need to be discussed is the transfer of uplands adjacent to the Pier. Pursuant to the Lease requirements, in order to be a lessee under a submerged lands lease similar to the Lease, the State will require that the lessee obtain an interest in uplands adjacent to the Pier. Attached is a copy of a County Deed that the County would use to transfer that interest in the uplands.

The Board understands from information provided by the City's Mayor to the Board Chair that there is interest by the City to move forward and complete the transfer of the Pier. Board members have also been informed that there have been City representatives that made statements to the effect that there is something more that the County needs to do in order to complete this transfer. While there will be several actions and documents that will be required in order to consummate a complete closing on the Pier, the County does not read the ILA as requiring any additional actions by the County at this time. However, if there is anything else the City contends that the County must do to move forward with the transfer of the Pier beyond what is contained in this letter, the County requests that the City identify those actions. The City's contractual obligation under the ILA to operate in good faith would require the City to provide information on a claim that there is more required to proceed to the Fishing Pier transfer contemplated by the ILA.

The Board looks forward to working with the City in this matter in order to reach a goal of ownership and operation of the Pier that will better serve the citizens of Cedar Key and all of Levy County. We look forward to hearing from you.

Sincerely,

Matthew Brooks  
Chair

MB/abb

Enc

# *City of Cedar Key*

*The Island City*

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• none (352) 543-5132 • Fax (352) 543-5560 • P.O. Box 339 • Cedar Key, Florida 32625

September 4, 2013

Fred Moody  
County Coordinator  
PO Box 310  
Bronson, Fl. 32621

Re: Letter of August 8, 2013  
Levy County-City of Cedar Key

Mr. Moody:

At its August 20, 2013 meeting, the Cedar Key Commission discussed your letter regarding the above referenced agreement. The Commission unanimously voted not to pursue the additional acquisitions and request that the parties cancel the agreement.

While acquisitions by the City may be a subject of consideration in future years, the current budgetary restrictions of the City and its CRA will not allow the City to consider undertaking the financial burden of maintaining these properties at the current time.

Sincerely,



Gene Hodges  
Mayor  
City of Cedar Key

# COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT  
SERVING  
CITIZENS

John Meeks  
District 1

Chad Johnson  
District 2

Mike Joyner  
District 3

Ryan Bell  
District 4

Danny Stevens  
District 5

August 8, 2013

Mayor Gene Hodges  
City of Cedar Key  
P.O. Box 339  
Cedar Key, FL 32625

Re: Interlocal Agreement Between Levy County and City of Cedar Key  
Dated January 16, 2007 ("Agreement")

Dear Mayor Hodges:

At its meeting on August 6, 2013, the Board of County Commissioners ("Board") directed me to contact you regarding the above-referenced Agreement. I enclosed a copy of the Agreement for your reference in case you do not have one available.

Since the date of the Agreement, there have been changes in the makeup of both the Board and the City Commission. As a result, the Board is interested in opening discussions with the City to determine whether both parties remain interested in moving forward with some of the transactions contemplated in the Agreement and, if so, how and when progress on the transactions can be made.

As you can see from a review of the Agreement, there are many outstanding issues. Of particular interest at this time is Section III., entitled Dock Street Fishing Pier. Since the County completed the renovation and reconstruction of the Dock Street Fishing Pier ("the Pier") and acquired a submerged land lease from the State of Florida in 2012, it is now time for the County to convey the Pier to the City. Any conveyance of the Pier would also require a transfer of the County's interest in the submerged land lease. The Board is interested in dialogue with the City about the conveyance of the Pier, any State requirements for transfer of the submerged land lease, the levels of maintenance the City would expect to perform for the Pier, and even whether the City continues to be interested in accepting the Pier and the related lease and maintenance requirements.

August 8, 2013  
Page 2

The Agreement also entails other unresolved issues, such as the status of Dock Street and the George T. Lewis Airport. The County has information relating to those assets that we would like to share with the City to enhance discussions, including updates on the timing of the reconstruction of the Dock Street bridge and on the recent and upcoming improvements to the Airport based on the Airport master plan.

Once you have had a chance to review this letter and the Agreement, I would appreciate a call so that we can arrange a meeting to discuss the issues. At that time, hopefully we can set out a plan for presenting these matters to our respective commissions. I look forward to hearing from you.

Sincerely,

Fred Moody  
County Coordinator

cc: County Commissioners  
Anne Bast-Brown, County Attorney

Extra X

**INTERLOCAL AGREEMENT  
BETWEEN  
LEVY COUNTY, FLORIDA  
AND THE  
CITY OF CEDAR KEY**

1       **THIS AGREEMENT** is entered into this 16<sup>th</sup> day of  
2 January, 2007 by and between Levy County, ("County") a  
3 political subdivision of the State of Florida and the City of Cedar Key ("City"), a Florida  
4 municipal corporation.

5       **WHEREAS**, the parties to this Agreement desire to transfer ownership and  
6 maintenance of certain Levy County Roads to the City; and

7       **WHEREAS**, the parties to this Agreement also desire to transfer ownership of a  
8 pier from the County to the City and to further investigate transferring ownership of  
9 certain other items from the County to the City; and

10       **WHEREAS**, Section 335.0415, Florida Statutes permits public roads to be  
11 transferred between jurisdictions by mutual agreement of the affected governmental  
12 entities; and

13       **WHEREAS**, the financial impact upon the County resulting from the  
14 establishment of a Community Redevelopment Area (CRA) makes it more difficult for  
15 the County to provide services and manage growth and development within the covered  
16 area; and

17       **WHEREAS**, the City recognizes the adverse fiscal impact upon the county  
18 resulting from the establishment of a Community Redevelopment Area and is willing to  
19 provide services and capital improvements within the Community Redevelopment Area  
20 that would otherwise be provided by the County; and

21       **WHEREAS**, it is in the best interest of the County for the City to assume primary  
22 responsibility for the planning and management of development upon the islands known  
23 as the Cedar Keys; and

3-5-07  
cc Lee Mills

1           **WHEREAS**, the commitments made herein by the City are contingent upon the  
2 Community Redevelopment Agency's first successful borrowing against the CRA  
3 revenues.

4  
5           **NOW THEREFORE**, the parties hereto agree as follows:  
6

7   **I.    Roadways And Bridges.**

8    A.    Within three months of execution of this Agreement by the City and  
9 County, the County will convey by deed and the City will accept  
10 ownership and maintenance responsibility for the following county non-  
11 bridge right-of-ways inside the current CRA District boundary:

- 12           1.    Levy County Road 457 known as Andrews Circle
- 13           2.    Levy County Road 459
- 14           3.    Levy County Road 460
- 15           4.    Levy County Road 461
- 16           5.    Levy County Road 487
- 17           6.    Levy County Road 462
- 18           7.    Levy County Road 463 east of E Street
- 19           8.    A Street and unnamed circle beginning at A Street and ending at  
20                3rd Street
- 21           9.    Levy County Road 470 beginning at the intersection of Whiddon  
22                Avenue and Gulf Boulevard north to the intersection of Gulf  
23                Boulevard and Hodges Avenue.

24    B.    The following segments of County roadways indicated in paragraph A  
25 above are not to be conveyed by the County to the City:

- 26           1.    Dock Street. The City and County agree to discuss conveyance of  
27                ownership of Dock Street by the County to the City upon  
28                completion of the Dock Street bridge reconstruction. During any  
29                reconstruction or renovation of the bridge on Dock Street, the  
30                County and City shall determine whether upon completion of said



1 project, the County should convey deed and whether the City will  
2 accept ownership, maintenance and responsibility of Dock Street.

3 2. Levy County Road 463 west of E Street.

4 C. The City agrees to design, engineer and construct improvements, repairs  
5 and repaving, where needed, for Levy County Road 470 beginning at the  
6 intersection of Levy County Road 470 and State Road 24 and ending at  
7 the intersection of Levy County Road 470 and Gulf Boulevard. The City  
8 will ensure that the roadway improvements provide safe vehicular  
9 movement through the area while also providing safe pedestrian and  
10 bicycle movement through the area and to Cedar Key School. The City  
11 shall maintain the improved roadway for so long as the CRA shall remain  
12 in existence.

13 D. It is agreed that the City, through the CRA, shall be solely responsible for  
14 repair and repaving, as needed, of all roadways and roadway segments  
15 conveyed pursuant to Paragraph A of this Agreement and that portion of  
16 the Levy County Road 470 described in Paragraph C of this Agreement.  
17 The City further agrees to cooperate and coordinate with the County to  
18 repair and repave as needed, that portion of Levy County Road 470  
19 beginning at the intersection of Gulf Boulevard and Hodges Avenue west  
20 to the intersection of Hodges Avenue and Watson Circle. The City,  
21 through the CRA, shall pay for the repair and repaving costs for those  
22 portions of said segment of Levy County Road 470 lying within the CRA  
23 district boundary. The County shall pay for the repair and repaving costs  
24 for those portions of said segment of Levy County Road 470 not lying  
25 within the CRA district boundary.

26 E. The City will accept responsibility for proper management of storm water  
27 flows from public right-of-ways conveyed by the County to the City  
28 pursuant to this Agreement.

29 F. The County shall continue to pursue Federal and State funding for  
30 replacement or repair of the first bridge on LCR 470 (canal) encountered  
31 south of the intersection of Whiddon Avenue and Gulf Boulevard, the

1 second bridge on LCR 470 (airport bridge) encountered south of the  
2 intersection of Whiddon Avenue and Gulf Boulevard, and the bridge on  
3 Dock Street.

- 4 G. At such time as the City accepts ownership of the Levy County roads  
5 listed in Paragraph A.. above, the City will also accept responsibility for  
6 any County obligations to federal or state agencies with respect to those  
7 transferred properties.

8  
9 **II. Airport.**

10 The City is interested in taking ownership of, and responsibility for, the  
11 George T. Lewis Airport. During the preparation and approval of an  
12 Airport Master Plan, the City and County will coordinate efforts at  
13 identifying all capital, operating and maintenance costs associated with  
14 ownership of the Airport as well as funding sources for same that may be  
15 available to the City such as grants.

16  
17 **III. Dock Street Fishing Pier.**

- 18 A. Following completion of renovation and/or reconstruction of the Dock  
19 Street Fishing Pier, the County will convey by deed and the City will  
20 accept ownership and maintenance responsibility for the Pier.  
21 B. At such time as the City takes ownership from the County of the Pier, the  
22 City also agrees to accept any obligations to State or Federal agencies  
23 which the County had with respect to the Pier.

24  
25 **IV. Intergovernmental Coordination.**

- 26 A. The County agrees to assist the Cedar Key Community Redevelopment  
27 Agency when it attempts to obtain financing required to fund  
28 responsibilities assumed from the County by the City through this  
29 Agreement by providing written support for the Community  
30 Redevelopment Agency borrowing; and

1           B. As authorized by Florida Statute §163.3171(1), the County and City shall  
2           negotiate a separate Interlocal Agreement whereby the County and City will  
3           jointly plan, and upon approval of said plan, the City of Cedar Key will  
4           administer development review and building permitting responsibilities for  
5           all unincorporated areas seaward of number four bridge.

6  
7   **V. State Approval.**

8           The City recognizes that any conveyance by the County to the City of state  
9           sovereign submerged lands must be approved by the State of Florida before it  
10          becomes effective.

11  
12   **VI. Notices.**

13          In the event either party hereunder desires or is required to provide any notice to  
14          the other party, the party desiring or required to provide such notice shall provide  
15          it in writing, and either deliver it in person or send it by certified mail, return  
16          receipt requested, postage prepaid, to the other party at the address listed below:

17  
18          If to County:           County Coordinator  
19                                    P.O. Box 310  
20                                    Bronson, FL 32621

21  
22          With a copy to:       Administrative Superintendent  
23                                    Road Department  
24                                    P.O. Box. 336  
25                                    Bronson, FL 32621

26  
27  
28          If to City: \_\_\_\_\_: City Clerk  
29                                    City of Cedar Key  
30                                    P.O. Box 339  
31                                    Cedar Key, Florida 32625

32  
33   **VII. Responsibilities for Acts or Omissions.**

34          A. City, as a political subdivision defined in Section 768.28, Florida Statutes,  
35          agrees to be fully responsible to the limits set forth in such statute for its

1 own negligent acts or omissions, or intentional tortious acts, which result  
2 in claims or suits against either County or City.

3 B. County, as a political subdivision defined in Section 768.28, Florida  
4 Statutes, agrees to be fully responsible to the limits set forth in such statute  
5 for its own negligent acts or omissions, or intentional tortious acts, which  
6 result in claims or suits against either County or City.

7 C. Nothing contained in this Section shall be construed to be a waiver by  
8 either party of any protections under sovereign immunity, Section 768.28,  
9 Florida Statutes, or any other similar provision of law. Nothing contained  
10 herein shall be construed to be consent by either party to be sued by third  
11 parties in any matter arising out of this or any other agreement.

12  
13 **VIII. Entire Agreement.**

14 This Agreement incorporates and includes all prior negotiations, correspondence,  
15 agreements or understandings between the parties, and the parties agree that there  
16 are no commitments, agreements or understandings concerning the subject matter  
17 of this Agreement that are not contained in this document.

18  
19 **IX. Modification of Agreement.**

20 No modification, amendment or alteration in the terms or conditions contained  
21 herein shall be effective unless contained in a written document executed with the  
22 same formality and of equal dignity herewith.

23  
24 **X. Severability.**

25 In the event any provision of this Agreement shall be held invalid and  
26 unenforceable, the remaining provisions shall be valid and binding upon the  
27 parties. One or more waivers by either party of any breach of any provision, term,  
28 condition or covenant shall not be construed as a waiver of a subsequent breach  
29 by the other party.

1 **XI. Florida Law/Dispute Resolution/Litigation.**

2 This Agreement shall be governed and construed in accordance with Florida law.  
3 Any dispute between County and City arising out of this Agreement is subject to  
4 all provisions of Chapter 164, Florida Statutes. The parties agree that in the event  
5 of any litigation arising out of any alleged breach or non-performance of this  
6 Agreement, the venue for such litigation shall be in Levy County, Florida.

7  
8 **XII. Recitals.**

9 The parties agree that the recitals to this Agreement contained on pages one and  
10 two hereof are true and correct and are incorporated in their entirety as terms and  
11 conditions of this Agreement.

12



6

This Instrument Prepared By:  
Tiana Brown  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

Instrument # 562278  
OR BK 1255 Pages 763-18pg(s)  
RECORDED 03/07/2012 at 09:44 AM  
Danny J. Shipp, Levy County Clerk, Florida  
DEPUTY CLERK MB

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 380346642  
PA NO. 38-270958-001-EE

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Levy County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 32,  
Township 15 South, Range 13 East, in Gulf of Mexico,  
Levy County, containing 55,321 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated February 20, 2009.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from March 24, 2011, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 16-slip docking facility and fishing pier exclusively to be used for temporary mooring only during extreme storm/weather events, fishing and passive recreation in conjunction with a parking area, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit Exemption No. 38-270958-001-EE, dated November 8, 2006, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit Exemption. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. **EXAMINATION OF LESSEE'S RECORDS:** The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

4. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

5. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

6. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

7. **ASSIGNMENT OF LEASE:** This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

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



9. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Levy County, Florida  
355 South Court Street  
Bronson, Florida 32621

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

10. **TAXES AND ASSESSMENTS:** The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

11. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

12. **MAINTENANCE OF FACILITY/RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

13. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

14. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

16. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

17. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 9 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

18. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 17 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

19. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

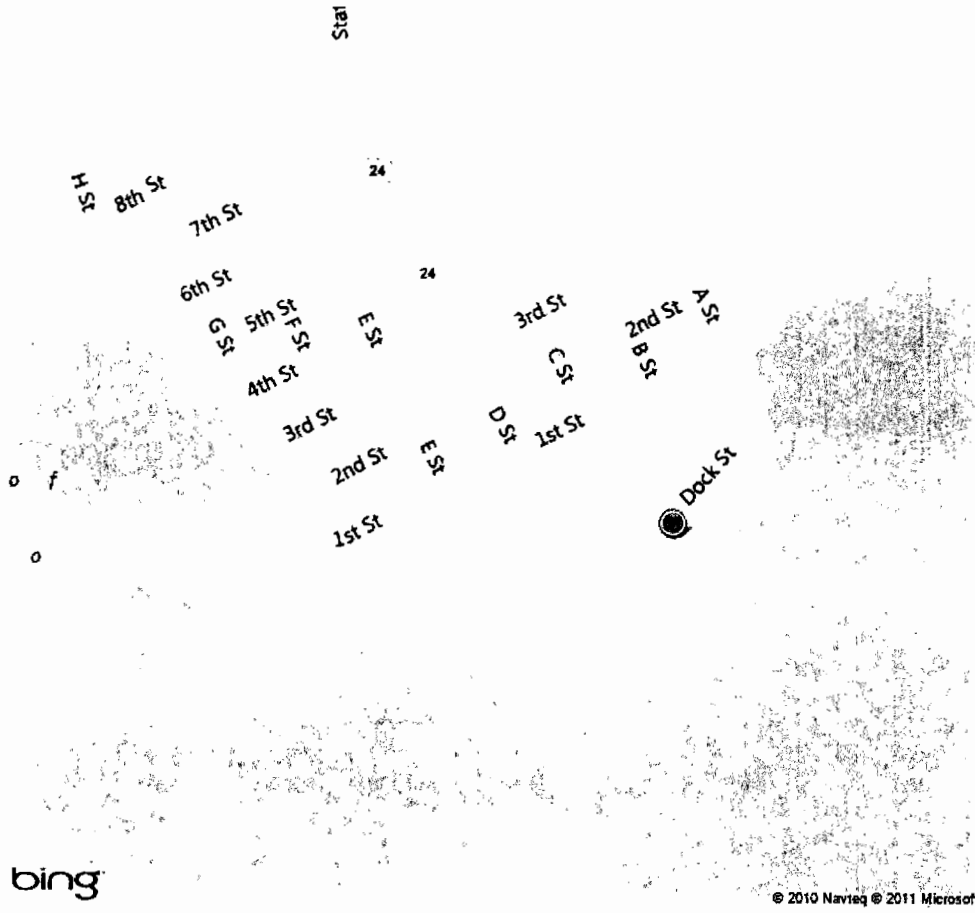
25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

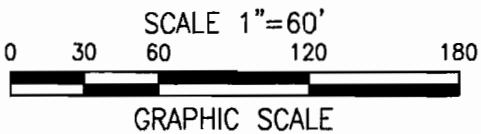
27. SPECIAL LEASE CONDITION: Should more than 50 percent of a non-conforming structure included in this lease fall into a state of disrepair or be destroyed as a result of any natural or manmade force, the Lessee shall bring the entire structure into full compliance with the current administrative rules of the Lessor. This provision shall not be construed to prevent routine repair.



550 Dock Street, Cedar Key, Florida 32625



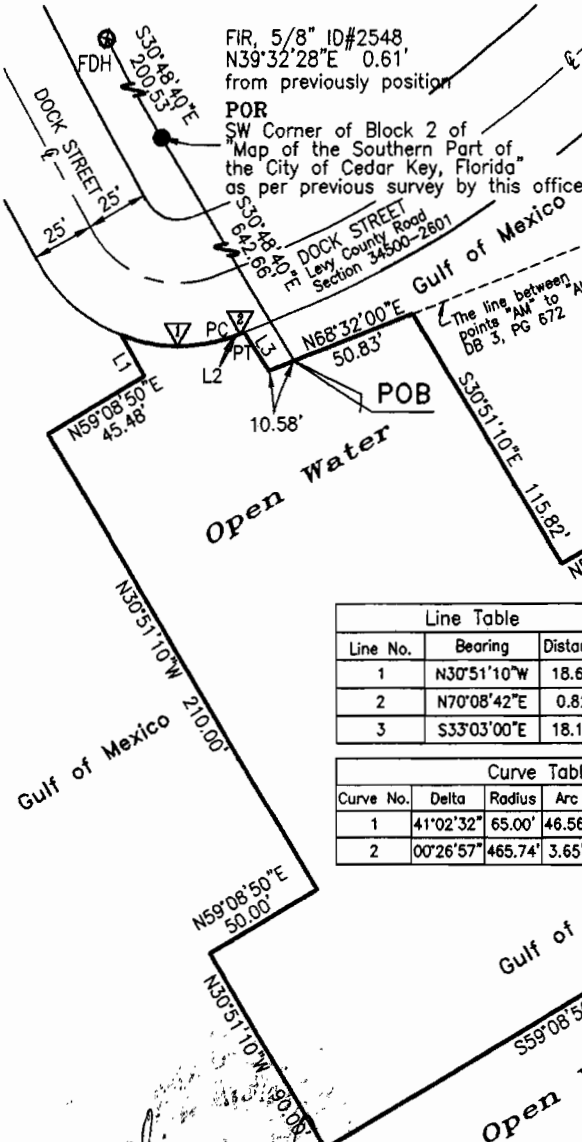
BOUNDARY SURVEY for: LEVY COUNTY COMMISSION  
IN: Section 32, Township 15 South, Range 13 East



DESCRIPTION:

A portion of Section 32, Township 15 South, Range 13 East, Levy County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of Block 2 of "Map of the Southern Part of the City of Cedar Key, Florida" subdivision as recorded in Plat Book 1, page 3 of the Public Records of Levy County, Florida; Thence run S30°48'40"E, along a Southerly projection of the Easterly right-of-way line of "C" Street as shown on said plat, a distance of 642.66 feet more or less to an intersection with the Southerly line of that parcel described in Deed Book 3, page 672 of the Public Records of Levy County, (said line being referred to as the line from Point "AL" to Point "AM" in said deed) and the POINT OF BEGINNING; thence N68°32'00"E, along said Southerly line of said parcel described in Deed Book 3, page 672, a distance of 50.83 feet; thence S30°51'10"E, 115.82 feet; thence N59°08'50"E, 50.00 feet; thence S30°51'10"E, 150.00 feet; thence S59°08'50"W, 250.00 feet; thence N30°51'10"W, 90.00 feet; thence N59°08'50"E, 50.00 feet; thence N30°51'10"W, 210.00 feet; thence N59°08'50"E, 45.48 feet; thence N30°51'10"W, 18.61 feet to an intersection with the Southwesterly right-of-way line of Levy County Road Section No. 34500-2601 and a point on a non-tangent curve, concave northerly and having a radius of 65.00 feet; thence southeasterly along the arc of said right-of-way curve 46.56 feet through a central angle of 41°02'32", said curve having a chord bearing of S89°20'02"E, a distance of 45.57 feet to the point of tangency; thence N70°08'42"E, along said right-of-way line, a distance of 0.82 feet to the point of curvature of a right-of-way curve concave northerly and having a radius of 465.74 feet; thence easterly along the arc of said right-of-way curve a distance of 3.65 feet through a central angle of 00°26'57", said curve having a chord bearing of N65°55'14"E, a distance of 3.65 feet; thence S33°03'00"E departing from said right-of-way line, a distance of 18.13 feet to an intersection with the line from Point "AM" to Point "AL" as referred to in Deed Book 3, page 672; thence N68°32'00"E, a distance of 10.58 feet to the POINT OF BEGINNING.  
Containing 1.27 Acres, more or less.



Line Table		
Line No.	Bearing	Distance
1	N30°51'10"W	18.61'
2	N70°08'42"E	0.82'
3	S33°03'00"E	18.13'

Curve Table					
Curve No.	Delta	Radius	Arc	Chord Bearing	Chord
1	41°02'32"	65.00'	46.56'	S89°20'02"E	45.57'
2	00°26'57"	465.74'	3.65'	N65°55'14"E	3.65'

DEP  
NORTHEAST DISTRICT  
RECEIVED

0011 JUL 20 2009

NORTH

LEGEND:

- FIR, indicates Found 5/8" Iron Rod, ID#2548
- ⊗ FDH, indicates Found Drillhole in concrete, no ID
- DB indicates Deed Book
- PG indicates Page

Field Book 209, Pages 32-40

Field Work Completed: October 28, 2008

MILLS ENGINEERING COMPANY

ENGINEERING - LAND SURVEYING

604 East Hathaway Avenue - Post Office Box 778  
BRONSON, FLORIDA 32621  
Telephone: (352) 486-2872

DATE: February 19, 2009

PROJECT NUMBER: 2008038

DRAWN BY: LDN

SHEET 1 of 2

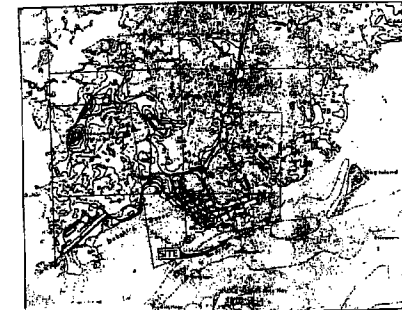
Harold Lee Mills, P.L.S. Date: 2/20/09  
Professional Surveyor and Mapper  
Florida Certification No. 2979  
Certificate of Authorization No. 2583

# BOUNDARY SURVEY for: LEVY COUNTY COMMISSION IN: Section 32, Township 15 South, Range 13 East

## DESCRIPTION:

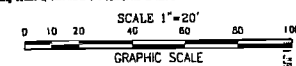
A portion of Section 32, Township 15 South, Range 13 East, Levy County, Florida, being more particularly described as follows:  
 For a Point of Reference commence at the Southeast corner of Block 2 of "Map of the Southern Part of the City of Cedar Key, Florida" subdivision as recorded in Plat Book 1, page 3 of the Public Records of Levy County, Florida; thence run S30°48'40"E along a southerly projection of the Erietary right-of-way line of "C" Street as shown on said plat, a distance of 642.66 feet more or less to an intersection with the Southerly line of that parcel described in Deed Book 3, page 672 of the Public Records of Levy County, (said line being referred to as the line from Point "M" to Point "AM" in said deed) and the POINT OF BEGINNING; thence N68°32'00"E along said Southerly line of said parcel described in Deed Book 3, page 672, a distance of 50.83 feet; thence S30°51'10"E, 115.82 feet; thence N58°06'50"E, 50.00 feet; thence S30°51'10"E, 150.00 feet; thence S58°06'50"W, 250.00 feet; thence N30°51'10"W, 90.00 feet; thence N58°06'50"E, 50.00 feet; thence N30°51'10"W, 210.00 feet; thence N58°06'50"E, 45.48 feet; thence N30°51'10"W, 18.61 feet to an intersection with the Southwesterly right-of-way line of Levy County Road Section No. 34500-2351 and a point on a non-tangent curve, concave northerly and having a radius of 85.00 feet; thence southeasterly along the arc of said right-of-way curve 48.58 feet through a central angle of 47°02'32", said curve having a chord bearing of S48°20'12"E, a distance of 45.53 feet to the point of tangency; thence N70°06'42"E along said right-of-way line, a distance of 0.82 feet to the point of curvature of a right-of-way curve concave northerly and having a radius of 465.74 feet; thence easterly along the arc of said right-of-way curve a distance of 3.83 feet through a central angle of 00°26'57", said curve having a chord bearing of N88°55'14"E, a distance of 18.13 feet to an intersection with the line from Point "AM" to Point "M" as referred to in Deed Book 3, page 672; thence N68°32'00"E, a distance of 10.56 feet to the POINT OF BEGINNING.

Containing 1.27 Acres, more or less.



## SURVEYOR'S NOTES:

- The field notes and original instrument of a former survey were reviewed and verified.
- Clearance shown herein has been projected from a State Road Department benchmark a 3' error less than "D 280", elevation 11.80' (National Geodetic Vertical Datum, 1929).
- The description for adjacent parcels shown herein were obtained from the Levy County Property Appraiser's office. No title search was provided by the surveyor.
- There are additional improvements that are not shown, such as plumbing and electrical conduits, etc.
- Boundary corners are inaccessible.
- There are unimproved areas located along the pier to notify the public that the markings of records do not prevail.
- The concrete battering post is located over the mean value of the Gulf of Mexico.
- Said pier is a steel and wooden structure within various concrete abutments and was built by Florida Department of Transportation, formerly the State Road Department, under Road Section No. 34500-2351, and later project No. 210.
- Bearing and distance shown herein are field measured values unless otherwise indicated.
- Boundary lines herein have been based on an assumed bearing of S30°48'40"E along the westerly right-of-way line of "C" Street, shown on this survey.
- Subject to zoning ordinances, easements and restrictions of record.

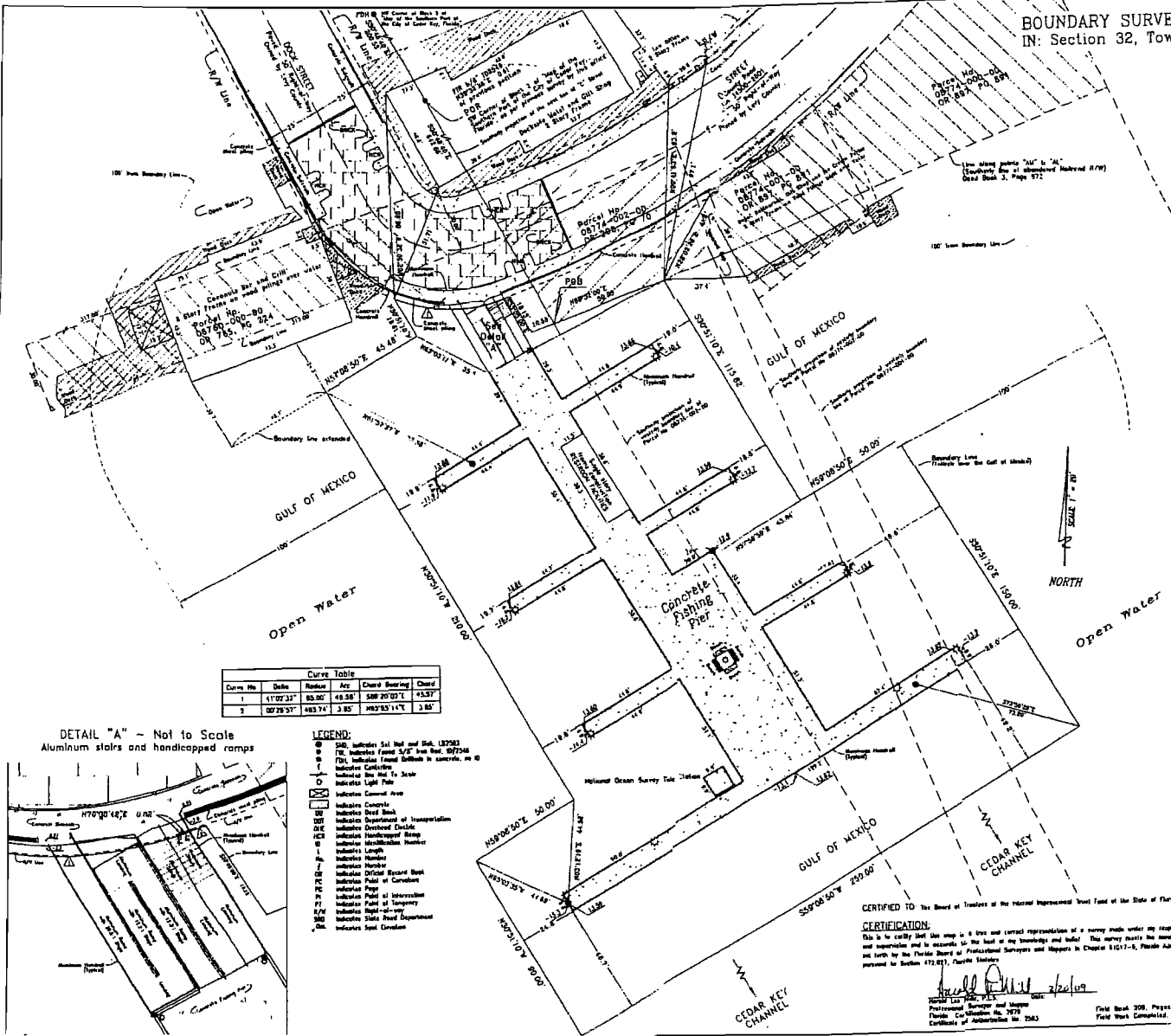


**BOUNDARY SURVEY**

for: **LEVY COUNTY COMMISSION**  
 In Section 32, Township 15 South, Range 13 East  
 Levy County, Florida

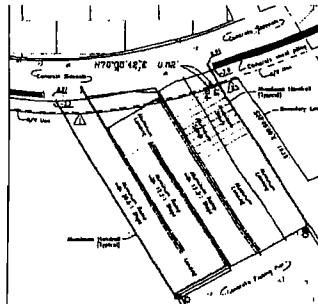
**MILLS ENGINEERING COMPANY**  
 6500 W. US HIGHWAY 90, SUITE 200  
 TAMPA, FLORIDA 33611  
 PHONE: (813) 488-2872      FAX: (813) 488-2853

DATE: February 19, 2009      PROJECT NO.: 2008038  
 DRAWN BY: LON      SHEET 3 OF 2



Curve No.	Delta	Radius	Arc	Chord Bearing	Chord
1	47°02'32"	85.00	48.58	S48°20'12"E	45.53
2	00°26'57"	465.74	3.85	N88°55'14"E	2.85

DETAIL "A" - Not to Scale  
 Aluminum stairs and handicapped ramps



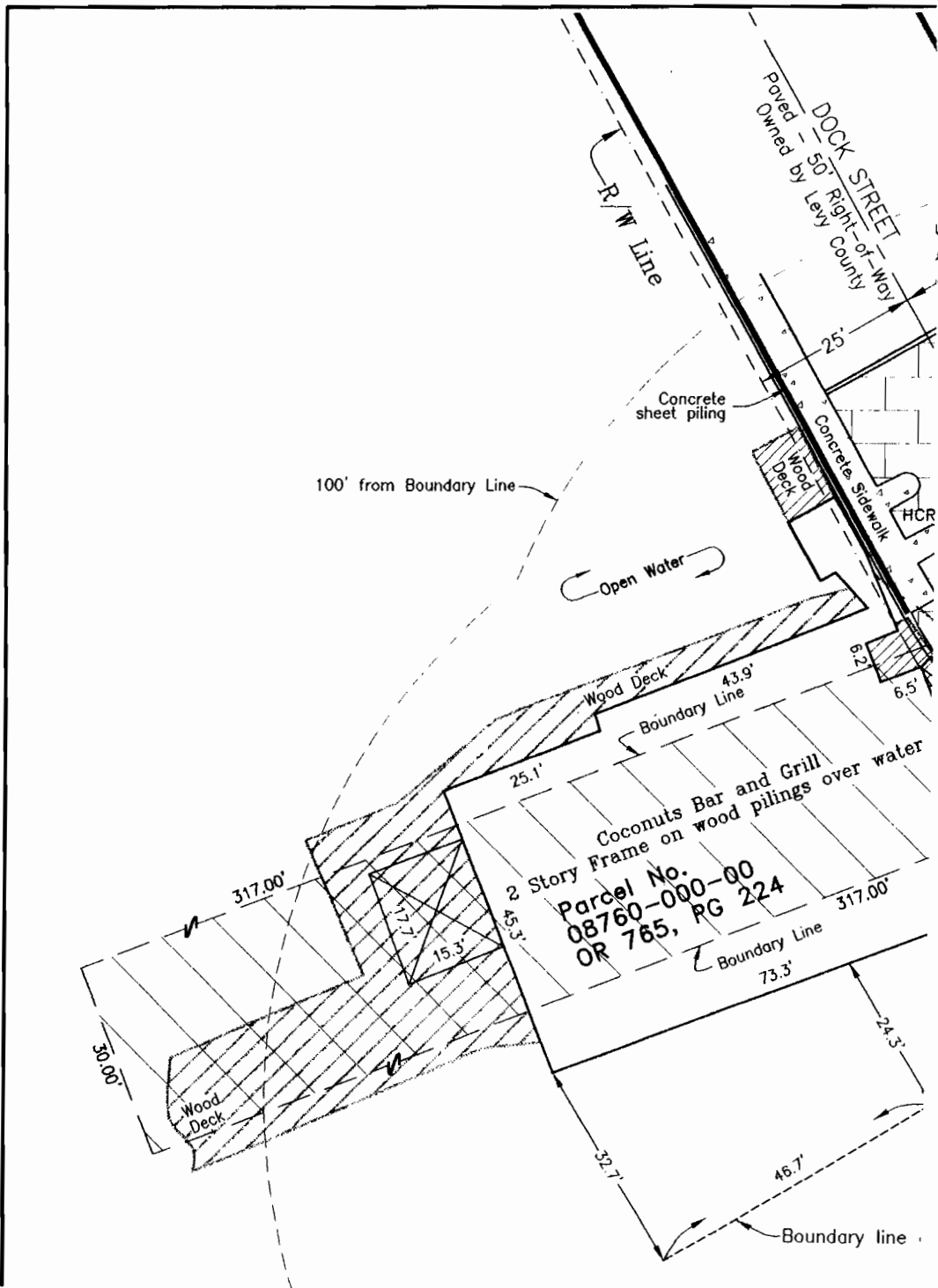
- LEGEND:**
- CSU indicates Set and Set, 187283
  - TSI indicates Found 3/8" Iron Rod, 877546
  - FSI indicates Found Iron Pipe in concrete, as is
  - Indicates Centerline
  - Indicates Day and to Scale
  - Indicates Light Pole
  - Indicates Concrete Area
  - Indicates Concrete
  - Indicates Road Bank
  - Indicates Department of Transportation
  - Indicates Dashed Circle
  - Indicates Handicapped Ramp
  - Indicates Identification Number
  - Indicates Length
  - Indicates Number
  - Indicates Number
  - Indicates Official Record Book
  - Indicates Point of Curvature
  - Indicates Point
  - Indicates Page
  - Indicates Point of Intersection
  - Indicates Point of Tangency
  - Indicates Right-of-way
  - Indicates State Road Department
  - Indicates Spot Elevation

CERTIFIED TO THE Board of Trustees of the Natural Improved Canal Fund of the State of Florida

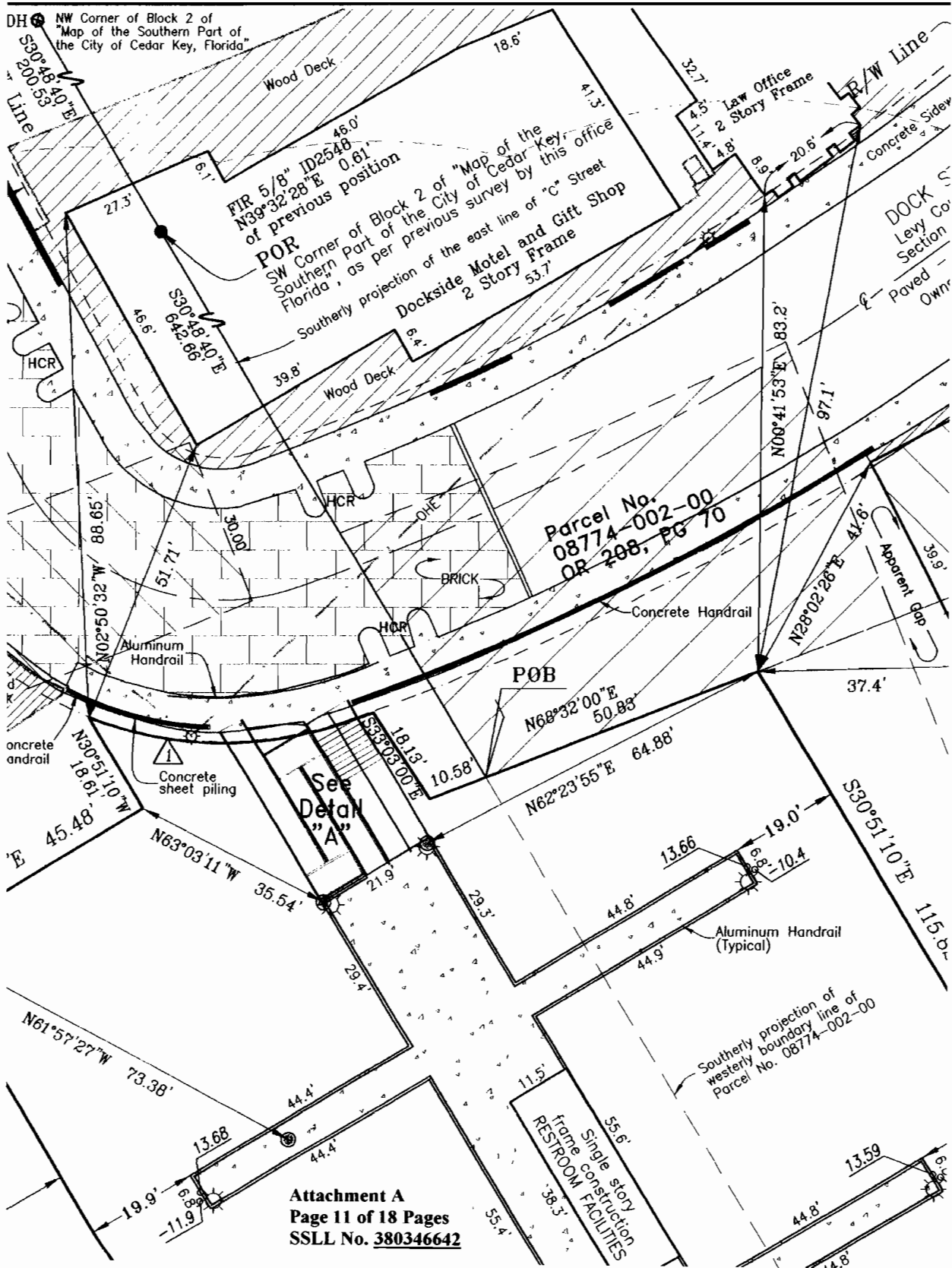
**CERTIFICATION:**  
 This is to certify that this map is a true and correct representation of a survey made under my responsible direction and supervision and in accordance to the best of my knowledge and belief. This survey meets the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mapmakers in Chapter 18C17-8, Florida Administrative Code, as amended in Section 18C17-8.1, Florida Statutes.

*(Signature)*  
 State License No. 252, PLS      Date: February 19, 2009  
 Professional Surveyor and Mapper      Florida: Certificate No. 2872  
 Certificate of Registration No. 2843      Field Work Completed: October 28, 2008

**Attachment A**  
**Page 9 of 18 Pages**  
**SSLN No. 380346642**







DH NW Corner of Block 2 of  
 "Map of the Southern Part of  
 the City of Cedar Key, Florida"

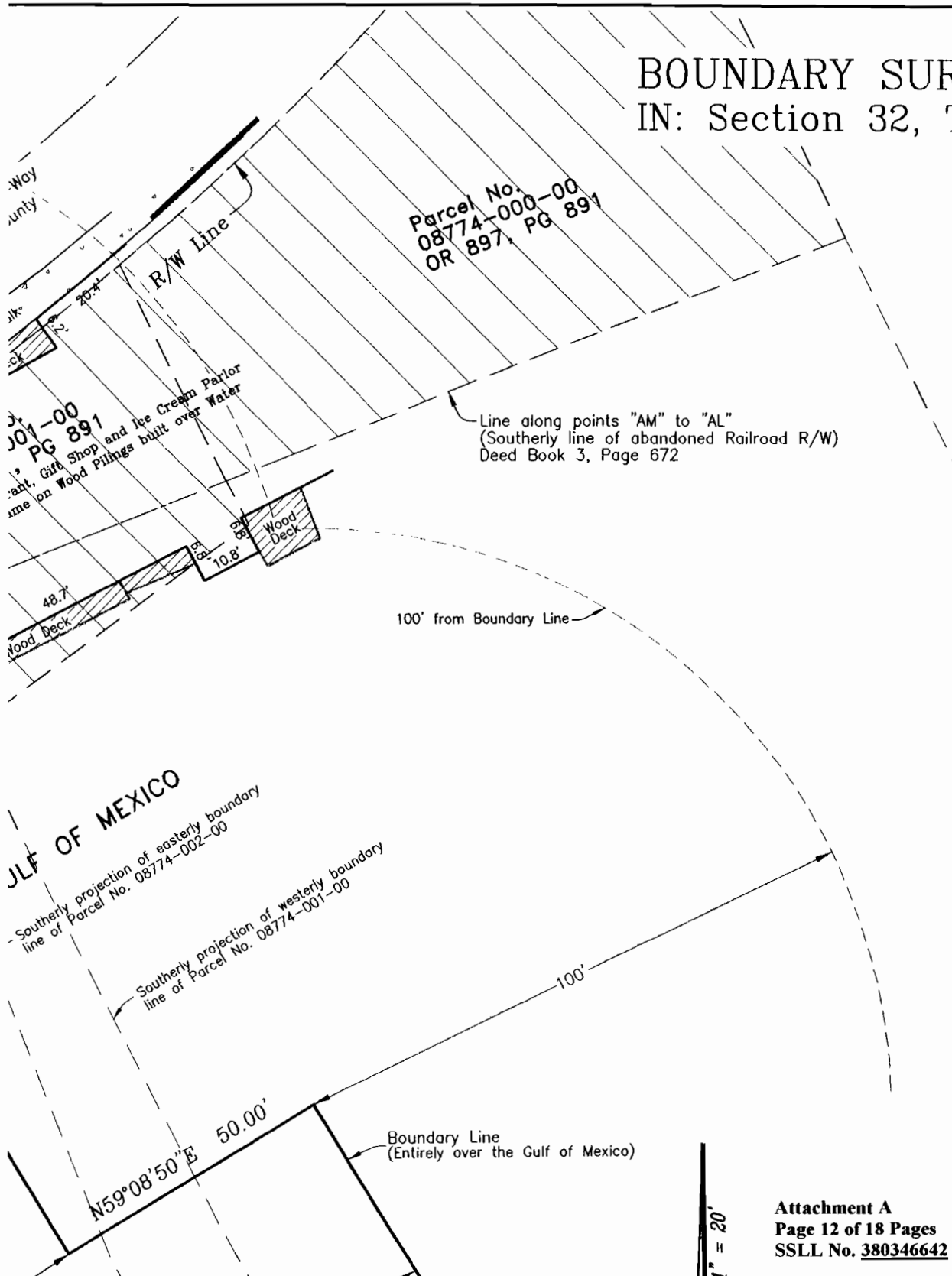
FIR 5/8" ID2548  
 N39°32'28"E 0.81  
 of previous position  
**POR**  
 SW Corner of Block 2 of "Map of the  
 Southern Part of the City of Cedar Key,  
 Florida" as per previous survey by this office  
 Southerly projection of the east line of "C" Street  
 Dockside Motel and Gift Shop  
 2 Story Frame  
 53.7'

Parcel No.  
 08774-002-00  
 OR 208, PG 70

See  
 Detail  
 "A"

Single story  
 frame construction  
 RESTROOM FACILITIES

BOUNDARY SURVEY  
IN: Section 32, T

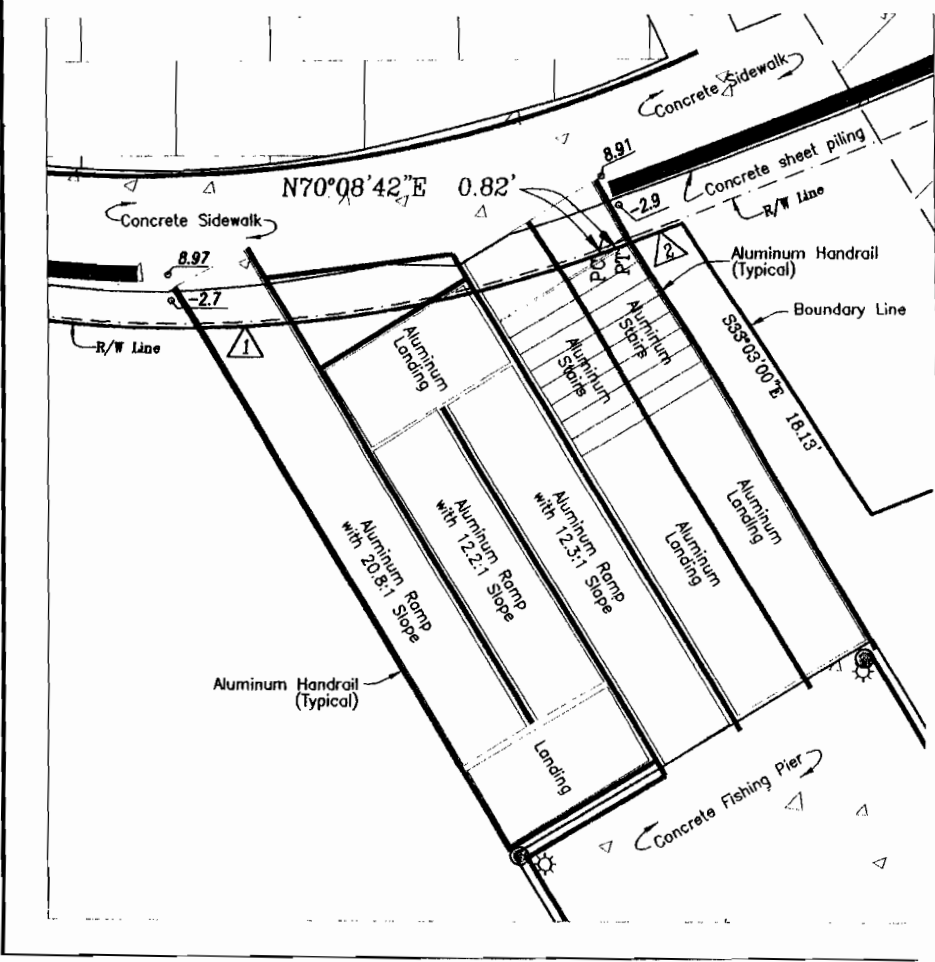


1" = 20'

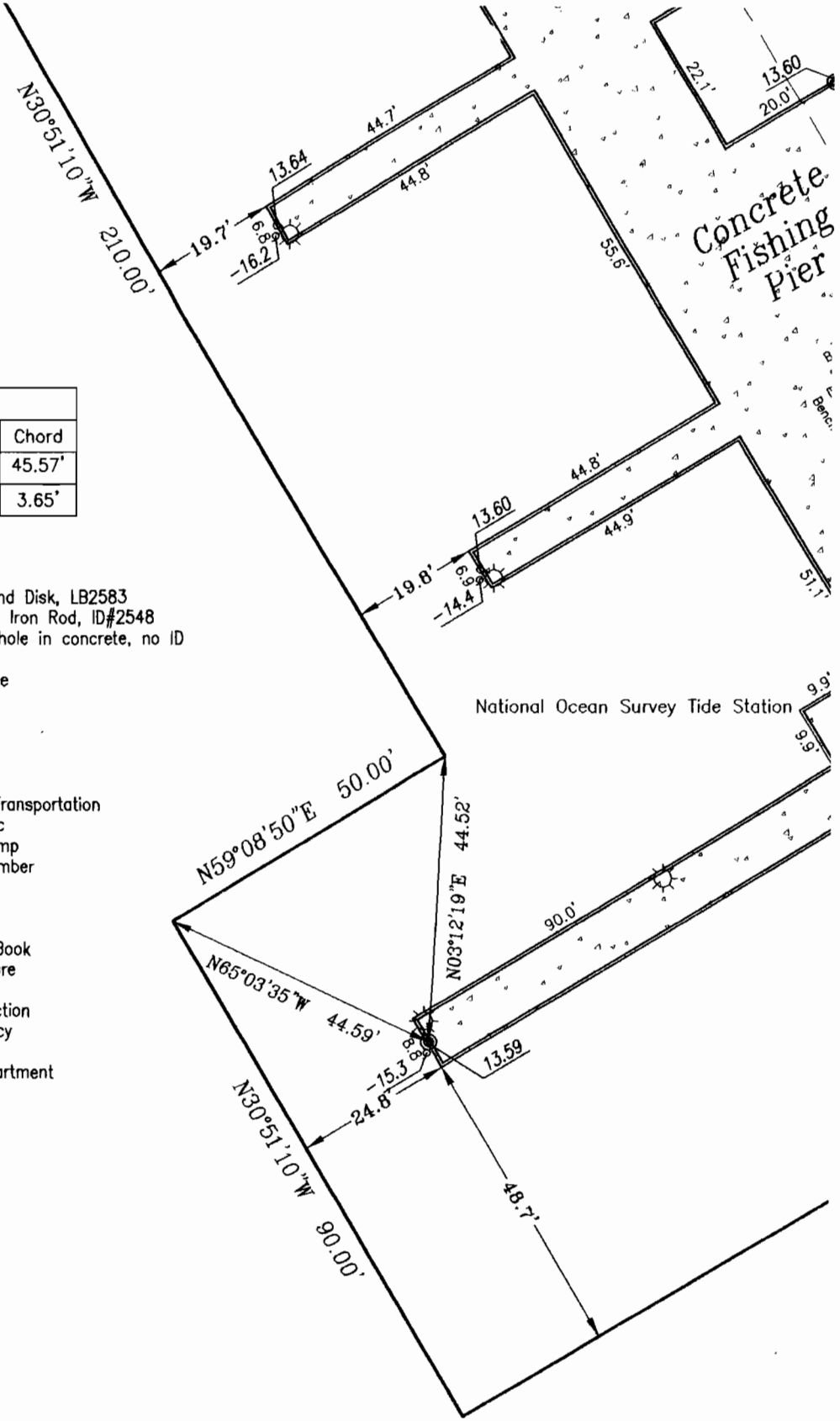
Ope

Curve No.	Delta
1	41°02'3"
2	00°26'5"

### DETAIL "A" – Not to Scale Aluminum stairs and handicapped ramps



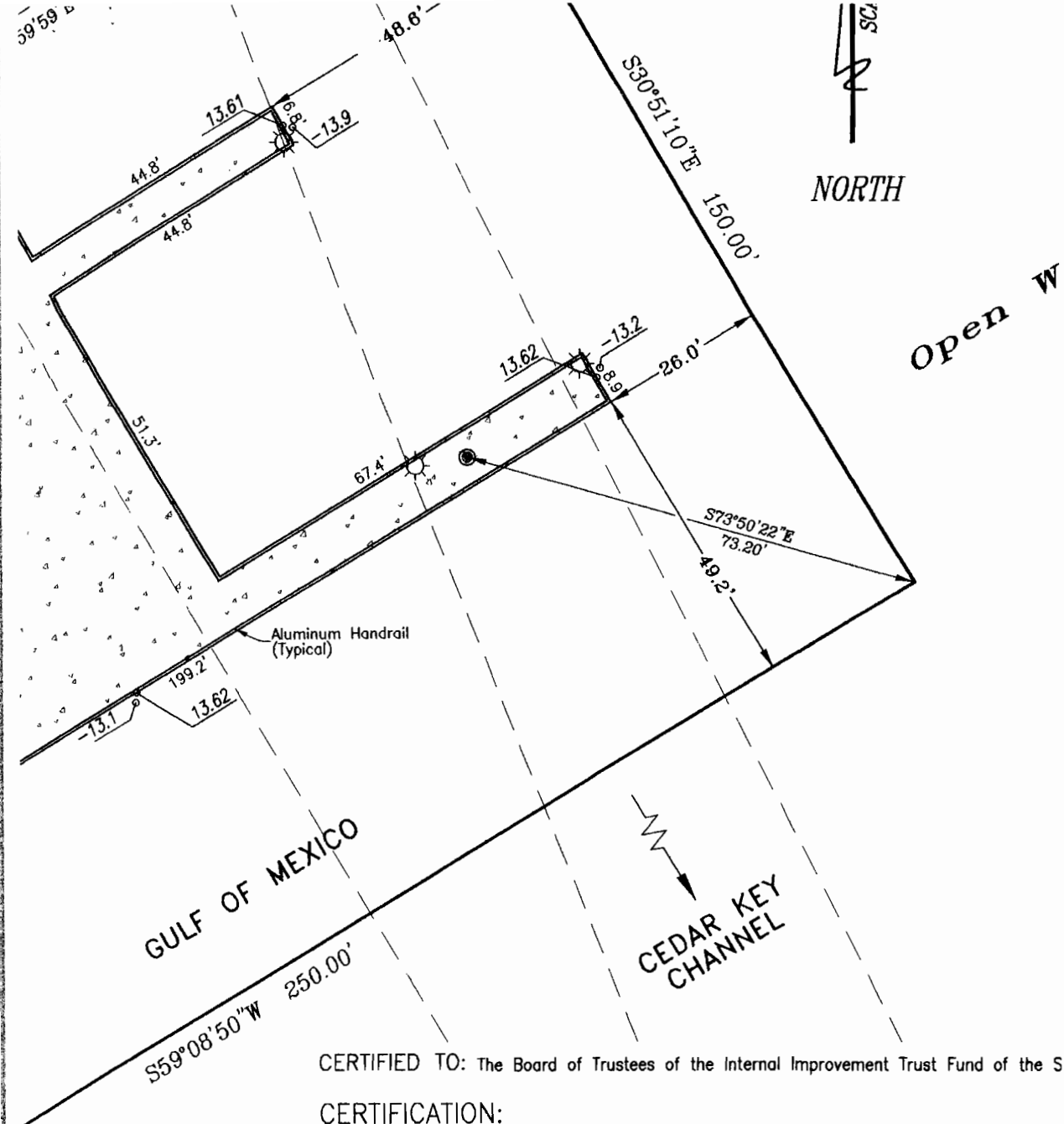
ter



Table

Arc	Chord Bearing	Chord
46.56'	S89°20'02"E	45.57'
3.65'	N65°55'14"E	3.65'

- END:**
- SND, indicates Set Nail and Disk, LB2583
  - FIR, indicates Found 5/8" Iron Rod, ID#2548
  - FDH, indicates Found Drillhole in concrete, no ID
  - indicates Centerline
  - indicates line Not To Scale
  - indicates Light Pole
  - indicates Covered Area
  - indicates Concrete
  - indicates Deed Book
  - indicates Department of Transportation
  - indicates Overhead Electric
  - indicates Handicapped Ramp
  - indicates Identification Number
  - indicates Length
  - indicates Number
  - indicates Number
  - indicates Official Record Book
  - indicates Point of Curvature
  - indicates Page
  - indicates Point of Intersection
  - indicates Point of Tangency
  - indicates Right-of-way
  - indicates State Road Department
  - indicates Spot Elevation



CERTIFIED TO: The Board of Trustees of the Internal Improvement Trust Fund of the S

CERTIFICATION:

This is to certify that this map is a true and correct representation of a survey made un- and supervision and is accurate to the best of my knowledge and belief. This survey mee set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, pursuant to Section 472.027, Florida Statutes.

*Harold Lee Mills* 2/20/09  
 Harold Lee Mills, P.L.S. Date:  
 Professional Surveyor and Mapper  
 Florida Certification No. 2979  
 Certificate of Authorization No. 2583

Field Book 2  
 Field Work C

DB 55.  
131

DEED

THIS INDENTURE, Made this 27th day of April, A. D. 1954, between H. B. ROGERS and wife, MAY ROGERS, whose address is Cedar Key of the County of Levy and State of Florida, parties of the first part, and LEVY COUNTY, a political subdivision of the State of Florida, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) dollars and other valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and transferred, and by these presents do grant, bargain, sell, and transfer unto the said party of the second part, and its successors and assigns forever, all that certain parcel of land lying and being in Cedar Key, County of Levy and State of Florida, more particularly described as follows to-wit:

Beginning at a point on the south side of the intersection of a southerly extension of C street in the town of Cedar Key and the old Seaboard Air Line Railway Company's 16 foot track described in Deed Book 30, page 136, Public Records of Levy County, Florida, run in a southerly direction on the easterly side of C street extended 36 feet; thence at a left angle to C street extended 35 feet easterly; thence at a left angle 35 feet northerly; thence 224 feet east; thence at a left angle 5 feet, more or less, in a northerly direction to the south side of the said old Seaboard Air Line Railway property described in Deed Book 30, page 136, and thence westerly along the south boundary of said old Seaboard Air Line Railway property a distance of 259 feet, more or less, to the point of beginning.

The aforesaid description is contained in, and is a part of, the following described real property, to-wit:

-4-

Beginning at a point 1100 feet, more or less, south-westerly from the intersection of the south line of second street with the center of the main track of the Florida Railway as originally constructed and 8 feet, more or less, southerly measured radially from the center of the wharf track formerly owned by the Seaboard Air Line Railway Company at said Cedar Key, and running thence in a southwesterly direction for a distance of 68 feet, more or less, to a point that is 8 feet southerly measured radially from the center of the said wharf track; thence in a southerly direction for a distance of 69 feet; thence at right angles in an easterly direction for a distance of 63 feet; thence at right angles in a northerly direction for



a distance of 95 feet to the point of beginning; containing 5,166 square feet and being a portion of that certain submerged area which was conveyed by Cedar Key Town Company to the Seaboard Air Line Railway Company by deed dated July 22, 1909, recorded in Deed Book 3, page 672, records of said Levy County; said track of said land being occupied by a fish house on pile foundation used at present by the Union Fish Company. Recorded in Deed Book 49, page 314, Public Records of Levy County Florida,  
AND

-B-

Beginning at the intersections of a southeasterly extension of the easterly line of C street with Railways southerly property line; running thence in a northeasterly direction along said property line for a distance of 190 feet, more or less, to a point in a southeasterly extension of H. B. Rogers' west line, thence at right angles in a southeasterly direction along the westerly line of that certain parcel of submerged land conveyed to H. B. Rogers by Seaboard Air Line Railway Company, et al by deed dated March 7, 1934 to a point radially and southern from center line of the wharf track; thence in a southwesterly direction by a curved line concentric with said wharf track for a distance of 200 feet, more or less, to a point in said southeasterly extension of easterly line of C street; thence in a northwesterly direction along said extension of C street for a distance of 50 feet, more or less, to the point of beginning; containing 12,350 square feet, more or less, at Cedar Key, Fla. Recorded in Deed Book 49, page 599, Public Records of Levy County Florida.

It is the intent of the grantors herein to convey to the said County of Levy all of that parcel of land now occupied by the public dock in Cedar Key, Florida, presently maintained by said Levy County, which is situated on and upon the aforesaid real property of the grantors.

TOGETHER with all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest, and estate, dower and right of dower, reversion, remainder, and easement thereto belonging or in any wise appertaining TO HAVE AND TO HOLD the same in fee simple forever.

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

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

H. B. Rogers (SEAL)  
H. B. Rogers  
May Rogers (SEAL)  
May Rogers

Signed, sealed, and delivered  
in our presences:

Engene D. Shaw  
Ed. Whiston

STATE OF FLORIDA  
COUNTY OF LEVY

I HEREBY CERTIFY, That on this 27th day of April, A. D. 1954 before me personally appeared H. B. Rogers and wife, May Rogers to me known to be the persons described in and who executed the foregoing conveyance to Levy County, a political subdivision of the State of Florida, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said May Rogers, the wife of the said H. B. Rogers, on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed for the purpose of renouncing, relinquishing, and conveying all her right, title, and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily and without any constraint, fear, apprehension, or compulsion of or from her said husband.

WITNESS my signature and official seal at Cedar Key in the County of Levy and State of Florida, the day and year last aforesaid.

Ed. Whiston (SEAL)  
Notary Public, State at Large  
My commission expires the 29th  
day of April, 1957



70717  
Filed in the office of the Clerk of the Circuit  
Court of the County of Levy, State of Florida  
at Cedar Key, FL, on the 27th  
day of April, A. D. 1954  
and recorded in Book 55 of Deeds  
on page

Witness my hand and seal aforesaid.  
Ernest J. Stephens  
Clerk of the Circuit Court  
Samuel Henry



INDEXED



This instrument prepared by:  
Anne Bast Brown, County Attorney  
612 East Hathaway Avenue  
Bronson, Florida 32621

COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2020, by Levy County, Florida, a political subdivision of the State of Florida, whose mailing address is P.O. Box 310, Bronson, Florida 32621, party of the first part, and City of Cedar Key, Florida, whose mailing address is \_\_\_\_\_, party of the second part;

WITNESSETH, that the said party of the first part, for and in consideration of the sum of \$10.00 (Ten and 00/100 Dollars) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Levy County, Florida:

The property described in Exhibit "A" attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

By \_\_\_\_\_  
Matthew Brooks, Chair

ATTEST:  
Danny J. Shipp, Clerk of the  
Circuit Court and Ex-officio Clerk to  
the Board of County Commissioners

\_\_\_\_\_  
Danny J. Shipp, Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Anne Bast Brown, County Attorney

## EXHIBIT "A"

Beginning at a point on the south side of the intersection of a southerly extension of C Street in the town of Cedar Key and the old Seaboard Air Line Railway Company's 16 foot track described in Deed Book 30, Page 136, Public Records of Levy County, Florida, run in a southerly direction on the easterly side of C Street extended 36 feet; thence at a left angle to C Street extended 35 feet easterly; thence at a left angle 35 feet northerly; thence 224 feet east; thence at a left angle 5 feet, more or less, in a northerly direction to the south side of the said old Seaboard Air Line Railway property described in Deed Book 30, Page 136, and thence westerly along the south boundary of said old Seaboard Air Line Railway property a distance of 259 feet, more or less, to the point of beginning.

The aforesaid description is contained in, and is a part of, the following described real property to wit:

-A-

Beginning at a point 1100 feet, more or less, southwesterly from the intersection of the south line of Second Street with the center of the main track of the Florida Railway as originally constructed and 8 feet, more or less, southerly measured radially from the center of the wharf track formerly owned by the Seaboard Air Line Railway Company at said Cedar Key, and running thence in a southwesterly direction for a distance of 68 feet, more or less, to a point that is 8 feet southerly measured radially from the center of said wharf track; thence in a southerly direction for a distance of 69 feet; thence at right angles in an easterly direction for a distance of 63 feet; thence at right angles in a northerly direction for a distance of 95 feet to the point of beginning; containing 5,166 square feet and being a portion of that certain submerged area which was conveyed by Cedar Key Town Company to the Seaboard Air Line Rail Company by deed dated July 22, 1909, recorded in Deed Book 3, Page 672, records of said Levy County; said track of said land being occupied by a fish house on pile foundation used at present by the Union Fish Company. Recorded in Deed Book 49, Page 314, Public Records of Levy County, Florida,  
AND

-B-

Beginning at the intersections of a southeasterly extension of the easterly line of C Street with Railways southerly property line; running thence in a northeasterly direction along said property line for a distance of 190 feet, more or less, to a point in a southeasterly extension of H. B. Rogers' west line, thence at right angles in a southeasterly direction along the westerly line of that certain parcel of submerged land conveyed to H. B. Rogers by Seaboard Air Line Railway Company, et al by deed dated March 7, 1934 to a point radially and southern from center line of the wharf track; thence in a southwesterly direction by a curved line concentric with said wharf track for a distance of 200 feet, more or less, to a point in said southeasterly extension of easterly line of C Street; thence in a northwesterly direction along said extension of C Street for a distance of 50 feet, more or less, to the point of beginning; containing 12,350 square feet, more or less, at Cedar Key, Florida. Recorded in Deed Book 49, Page 599, Public Records of Levy County, Florida.

It is the intent of the grantors herein to convey to the said County of Levy all of that parcel of land now occupied by the public dock in Cedar Key, Florida, presently maintained by said Levy County, which is situated on and upon the aforesaid real property of the grantors.

This instrument prepared by:  
Anne Bast Brown, County Attorney  
612 East Hathaway Avenue  
Bronson, Florida 32621

COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2020, by Levy County, Florida, a political subdivision of the State of Florida, whose mailing address is P.O. Box 310, Bronson, Florida 32621, party of the first part, and City of Cedar Key, Florida, whose mailing address is \_\_\_\_\_, party of the second part;

WITNESSETH, that the said party of the first part, for and in consideration of the sum of \$10.00 (Ten and 00/100 Dollars) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described property lying and being in Levy County, Florida:

The Concrete Fishing Pier, Single story frame construction RESTROOM FACILITIES, Aluminum Landings, Aluminum Ramps, Aluminum Stairs, and all other appurtenances on or attached to or providing access to such Concrete Fishing Pier, as depicted on Sheet 2 of 2 the Boundary Survey dated February 19, 2009, Project No.: 2008-38, prepared by Mills Engineering Company for Levy County Commission, and as constructed over the property described in such Boundary Survey, which Boundary Survey is attached hereto as Attachment A, and by this reference incorporated herein,

Subject to all requirements of, and to the transfer to and assumption of the part of Lessee as party of the second part of that certain Sovereignty Submerged Lands Fee Waived Lease between party of the first part and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, recorded at O.R. Book 1255, Page 763, of the Official Records of Levy County, Florida.

IN WITNESS WHEREOF, the said party of the first party has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

By \_\_\_\_\_  
Matthew Brooks, Chair

ATTEST:  
Danny J. Shipp, Clerk of the  
Circuit Court and Ex-officio Clerk to  
the Board of County Commissioners

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Danny J. Shipp, Clerk

\_\_\_\_\_  
Anne Bast Brown, County Attorney

