

OFF REC. 536 PAGE 975

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FILED FOR RECORD
1973 APR 23 PM 3: 12
EARL R. ADAMS, CLK. CT. CT.
MONROE COUNTY, FLORIDA

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and particularly as amended by Public Law 48, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Key West, Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the property described in Exhibit A, attached hereto consisting of approximately 6.91 acres and 0.04 acre drainage easement located in Monroe County, Florida.

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above-described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the City of Key West, Florida.

It is agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on July 5, 1972, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public

recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that

(1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations;

(3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial

enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents
to be executed in its name and on its behalf this the 21st day of
April, 1973.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

Through:

Robert M. Baker
Southeast Regional Director
Bureau of Outdoor Recreation

By Robert M. Baker

WITNESSES:

James M. DeLoach
Charles M. Harris

STATE OF Florida)
COUNTY OF _____) ss

On this the 21 day of April, 1973, before me, the
subscriber, personally appeared Robert M. Baker,
Bureau of Outdoor Recreation, of the United States Department of the Interior,
a governmental agency of the United States of America, and known to me to be
the same person described in and who executed the foregoing instrument afore-
said, as the act and deed of the United States of America, for and on behalf of
the Secretary of the Interior, duly designated, empowered and authorized so to
do by said Secretary, and he acknowledged that he executed the foregoing
instrument for and on behalf of the United States of America, for the purposes
and uses therein described.

My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 12, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

Robert M. Baker
NOTARY PUBLIC

EXHIBIT A

Beginning at the intersection of the easterly property line of White Street and the north edge of Atlantic Boulevard, thence northerly along the easterly property line of White Street 432.5 feet, thence easterly and parallel to Atlantic Boulevard 125 feet; thence southerly and parallel with White Street 60 feet; thence easterly and parallel to Atlantic Boulevard 663.5 feet, thence southerly and parallel to White Street 372.5 feet, thence westerly along the north edge of Atlantic Boulevard 788.5 feet to the point of beginning; the property described being a part of Tract 28 in the City of Key West, Monroe County, Florida, and containing 6.91 acres, more or less.

Beginning at a point on the northwesterly side of Atlantic Boulevard 342.5 feet distant northeasterly from the corner of White Street; thence at right angles and in a southeasterly direction a distance of 3.5 feet; thence at right angles and in a southwesterly direction and parallel with the northwesterly side of Atlantic Boulevard and its prolongation southwesterly a distance of 344.2 feet; thence at right angles and in a southeasterly direction and parallel with the northeasterly side of White Street a distance of 120.0 feet to the outside face of a concrete wall which crosses the end of White Street; thence at right angles and in a southwesterly direction a distance of 5.0 feet; thence at right angles and in a northwesterly direction and parallel with the northeasterly side of White Street a distance of 123.5 feet; thence at right angles and in a northwesterly direction and along the northwesterly side of Atlantic Boulevard and its prolongation southwesterly a distance of 349.2 feet back to the point of beginning, comprising 0.04 acre, more or less.

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

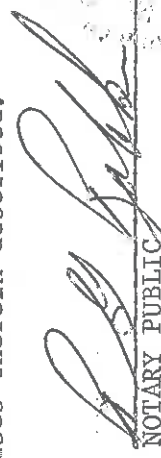
CITY OF KEY WEST, FLORIDA

By 
Charles McCoy

Mayor
(Title)

STATE OF Florida)
COUNTY OF) ss

On this 21st day of April, 1973, before me, the undersigned Officer, personally appeared Charles McCoy, to me known and known to me to be the same person whose name is subscribed on the foregoing acceptance, who being by me duly sworn, did depose and say that he is the Mayor of the City of Key West, Florida, that he is duly designated, empowered and authorized by a resolution adopted by the City Commission of Key West, Florida, on July 3, 1972, to execute the foregoing acceptance and sign his name thereof; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the City of Key West, Florida, for the purposes and uses therein described.


NOTARY PUBLIC


My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGI
MY COMMISSION EXPIRES MAY 12, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

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RECORDED IN OFFICIAL RECORD BOOK
KEY WEST, FLORIDA
BY CL. R. ADAMS
CLERK OF CIRCUIT COURT