

MONROE COUNTY
OFFICIAL RECORDS

STATE OF FLORIDA)
)
COUNTY OF MONROE)

FILE #1201395
BK#1655 PG#1771

RCD Sep 29 2000 02:15PM
DANNY L KOLHAGE, CLERK

QUITCLAIM DEED

DEED DOC STAMPS 0.70
09/29/2000 *JP* DEP CLK

KNOW ALL MEN BY THESE PRESENTS, that the United States of America, acting by and through the Department of the Navy, (hereinafter called "GRANTOR") whose mailing address is Southern Division, Naval Facilities Engineering Command, P. O. Box 190010, 2155 Eagle Drive, North Charleston, SC 29419-9010, for and in consideration of Ten Dollars (\$10.00), the performance by the City of Key West (hereinafter called "GRANTEE") of the covenants, conditions and restrictions hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged does hereby release and quitclaim unto the GRANTEE the following described real property, including all rights in abutting streets, in and to the property, and related personal property in County of Monroe, Florida (herein called the "Property") to wit:

7.66 acres of land, more or less, located in Poinciana Housing Complex, Key West, Florida, described in EXHIBIT "A", attached hereto and made a part hereof.

The Property contains Buildings # P-1614, #1615, #1616, #1617, #1618, #1619, #1620, #1621, #1622, #1623, #1624, #1625, and #1626.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, its successors and assigns forever.

Subject, however, to any easements and rights-of-way for roads, highways, pipeline, and public utilities of record, and subject to the following covenants, conditions and restrictions.

The property hereby conveyed has heretofore been declared surplus to the need of the United States of America and is presently under the jurisdiction of the Department of the Navy, is available for disposal pursuant to Section 2905(b)(7) of Public Law 101-510, as amended by Public Law 103-421, Base Closure Community Redevelopment and Homeless Assistance Act of 1994, ("the Act").

A Finding of Suitability to Transfer (FOST) is attached as EXHIBIT "B" and an Addendum for Transfer to the Environmental Baseline Survey for Lease (AFTEBSL) is attached as EXHIBIT "C" to the Deed; an Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST, AFTEBSL, and EBS reference environmental conditions on the Property and on other property not subject to this Deed. Those restrictions and environmental conditions described in the FOST, AFTEBSL, and EBS which are applicable to the Property are contained in this Deed. The FOST sets forth the

**FILE #1201395
BK#1655 PG#1772**

basis for the **GRANTOR's** determination that the Property is suitable for transfer. The **GRANTEE** is hereby made aware of the notifications contained in the EBS, AFTEBSL, and the FOST.

**NOTICE OF HAZARDOUS SUBSTANCE OR PETROLEUM PRODUCTS
STORED FOR ONE YEAR OR MORE, KNOWN TO HAVE BEEN RELEASED OR
DISPOSED OF**

The information contained in this notice is required under the authority of Section 120(h)(3) of the Comprehensive Environmental Response, Liability, and Compensation Act 9CERCLA or "Superfund") 42 U.S.C. Section 9620(h)(3) and (h) (4).

Petroleum fuel products, paints, and janitorial supplies consistent with home use were stored in quantities below that required for reporting under 40 CFR 373 (EPA Hazardous Substances Reporting Requirements for Selling or Transferring Federal Real Property).

GRANTEE hereby acknowledges that Lead-Based Paint has been identified in the Buildings. A Lead Based Paint Disclosure Statement is provided as **EXHIBIT "D"** to this Deed. **GRANTEE** covenants that all lead-based paint hazards will be controlled or abated prior to re-occupancy of the housing units.

GRANTEE hereby acknowledges that non-friable asbestos containing material (ACM) has been found on the property. The ACM on the property does not currently pose a threat to human health or the environment. **GRANTEE** shall manage the ACM in accordance with applicable laws and regulations.

GRANTEE hereby acknowledges that residual arsenic was detected at two subsurface soil areas and in one groundwater location in excess of the applicable action level. A groundwater monitoring well (MW-01) is installed between P-1618 and P-1619 Truesdale Court. **GRANTEE**, shall provide notification that anyone who disturbs subsurface soils in the area of MW-01 comply with all applicable environmental, health, and safety laws and regulations. No groundwater wells for either irrigation or potable water purposes will be allowed within 75 feet of MW-01 until such time as Florida Department of Environmental Protection (FDEP) approved site closure has occurred. **GRANTOR** will continue to monitor the groundwater at MW-01 quarterly for one year and annually thereafter until such time as three consecutive sampling events yielding less than or equal to 50 ug/l of arsenic has occurred.

The above use restrictions (hereinafter referred to as the "Restrictive Covenant") shall run with the land until removed from the property or applicable portions thereof with both **GRANTOR** and FDEP concurrence. **GRANTEE** and its successors and assigns hereby grant a conservation easement pursuant to and in accordance with the provisions of Section 704.06, Florida Statutes, on the restricted property to FDEP and their respective successors and assigns for the purpose of determining compliance with the Restrictive Covenant. This Restrictive Covenant may be enforced by FDEP by

FILE #1201395
BK#1655 PG#1773

injunctive relief and other appropriate available remedies in a court of competent jurisdiction.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance or petroleum product remaining on the property has been taken before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the **GRANTOR**, its officers, agents, employees, contractors and subcontractors, in accordance with Section 120(h) of Comprehensive Environmental Response, Compensation and Liability Act, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. **GRANTEE** agrees to comply with activities of the **GRANTOR** in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the **GRANTOR**. The **GRANTOR** and the **GRANTEE** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of **GRANTEE**, its successors and assigns, and of any Lessee or any Sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by **GRANTEE** or its successors and assigns.

GRANTEE agrees to comply with the provisions of any health or safety plan in effect during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by **GRANTEE** and any lessee. **GRANTEE**, any lessees, or licensees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof. In addition, **GRANTEE** shall comply with all applicable Federal, State, and local occupational safety and health regulations.

The **GRANTOR** recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993, as amended (Pub.L. No. 102-484).

GRANTEE covenants that in the event that undiscovered buried cultural materials are encountered during construction or disturbance activities, work shall cease in the immediate area until professional archeological evaluation(s) is made in accordance with 36 CFR 800.11(b)(2) and the State of Florida Historic Preservation Officer (SHPO) is consulted. Should the professional evaluation indicate that the finding is significant, **GRANTEE** will seek professional determination of eligibility for inclusion in the National Register of Historic Places (Register) in accordance with 36 CFR 800.4 (c).

GRANTEE covenants for itself, successors, and assigns and every successor in interest to the Property, or any part thereof, that **GRANTEE** and such successors, and assigns

FILE #1201395
BK#1655 PG#1774

shall not discriminate upon the basis of race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

RECOUPMENT COVENANT: GRANTEE acknowledges that it has read and understands and agrees to the terms and provisions within the recoupment covenant attached as **EXHIBIT "E"** to this deed.

GRANTOR reserves the right to enter and inspect the Property for purposes of confirming compliance with the requirements of "the Act".

The failure of **GRANTOR** to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of, **GRANTOR's** right to the future performance of any of those conditions subsequent, terms and covenants and the **GRANTEE's** obligations with respect to such future performance shall continue in full force and effect.

All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon **GRANTEE**, its successors and assigns to all of or any part of the Property. All rights and powers reserved to **GRANTOR** by this Deed may be exercised by any successor in function to **GRANTOR**, and all references to **GRANTOR** shall include any successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of **GRANTOR** with the exception of the Restrictive Covenant, which is also for the benefit of **FDEP** and may be modified or abrogated by **GRANTOR** as provided by the Act.

FILE #1201395
BK#1655 PG#1775

LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this deed:

- EXHIBIT A PROPERTY Description
- EXHIBIT B Finding of Suitability to Transfer
- EXHIBIT C Addendum for Transfer to the Environmental Baseline Survey for Lease (AFTEBSL)
- EXHIBIT D Lead-Based Paint Hazard Disclosure & Acknowledgement Form
- EXHIBIT E Recoupment Covenant

EFFECTIVE the 13th day of September 2000.

UNITED STATES OF AMERICA
Acting by and through

Name:

Title: Director, Real Estate Division

WITNESSES:

[Signature]

JAN HILL
(Print Name)

[Signature]
JONATHAN BARTON
(Print Name)

CONCURRENCE:

[Signature]

Commanding Officer
Naval Air Station
Key West, Florida

