

431564

OFF 0971 PASO 003  
REC

GRANT OF EASEMENT

THIS INDENTURE, made the 31<sup>st</sup> day of March 1986, between THE UNITED STATES OF AMERICA, herein called the Government, acting by and through the Department of the Navy, and THE CITY OF KEY WEST, FLORIDA, herein called the Grantee.

WHEREAS, the Government owns that certain real property identified as Fleming Key and Trumbo Point Annex, Naval Air Station, Key West, FL, herein called the Station, and

WHEREAS, the Grantee has requested an easement for the construction, installation, operation, maintenance, repair and replacement of a wastewater treatment plant and utility lines, herein called the Plant and Lines, on that portion of the Station hereinafter described, including ingress thereto and egress therefrom; and

WHEREAS, in accordance with 10 U.S.C. 2668 the Government has the authority to grant such easement; and

WHEREAS, as provided in 40 U.S.C. 319 the Government shall receive fair market value of said easement as a credit to be deducted from charges for Government's connection to the Grantee's proposed sewer system;

WHEREAS, the Secretary of the Navy has found that the grant of such easement on the terms and conditions hereinafter stated will not be incompatible with the public interest:

NOW THEREFORE, this indenture witnesseth that, in consideration of a credit of SIX HUNDRED AND EIGHT THOUSAND AND NO/100 DOLLARS (\$608,000.00), said credit amount to be deducted from the connection charge or any other capital contribution which may be required of the Government to procure sewer service from the proposed City of Key West sewer system, the Government hereby grants to the said City of Key West, its successors and assigns, in perpetuity from the date hereof, an easement for the construction, installation, operation, maintenance, repair and replacement of a wastewater treatment plant and utility lines appurtenant thereto, together with ingress thereto and egress therefrom, such easement being on that portion of the Station hereinafter called the Premises, and described as follows:

A parcel of land in Township 67 South, Range 25 East, on Fleming Key, Monroe County, Florida, being more particularly described as follows:

COMMENCE at the U.S. Army Corps of Engineers Control Station Pier D-2, the coordinates of which are N 85,337.68 and E 233,429.18 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point at latitude 24° 20' North and 500,000 feet west of Longitude 81° 00' West, THENCE N 75° 17' 14.5" E, 1,888.45 feet to THE POINT OF BEGINNING;

N62467-86-RP-00117

431564

DEF 0971 PAGE 004  
REC

THENCE N 00° 00' 20" E, 379.77 feet;  
THENCE N 45° 00' 33" E, 117.22 feet;  
THENCE N 00° 01' 00" E, 314.87 feet;  
THENCE N 44° 43' 06" W, 438.70 feet;  
THENCE S 45° 16' 54" W, 621.17 feet;  
THENCE S 56° 41' 13" E, 167.43 feet;  
THENCE S 32° 11' 13" E, 380.00 feet;  
THENCE S 42° 11' 23" E, 221.23 feet;  
THENCE S 67° 00' 49" E, 191.32 feet  
to THE POINT OF BEGINNING.

The above described parcel contains 10.145 acres, more or less, all as shown on map marked Exhibit "A" attached hereto and made a part hereof.

ALSO

A 25' wide strip of land in Township 67 South, Range 25 East, Monroe County, Florida, 12.5 feet on each side of the following described centerline:

COMMENCE at the U.S. Army Corps of Engineers Control Station Pier D-2, the coordinates of which are N 85,337.68 and E 233,429.18 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point of latitude 24° 20' North and 500,000 feet West of longitude 81° 00' West; THENCE N 75° 17' 14.5" E, 1,888.45 feet;  
THENCE N 00° 00' 20" E, 15.47 feet to THE POINT OF BEGINNING;

THENCE S 89° 59' 40" E, 52.78 feet;  
THENCE S 82° 32' 33" E, 321.99 feet;  
THENCE S 00° 00' 06" W, 417.38 feet;  
THENCE S 11° 04' 30" W, 939.00 feet;  
THENCE N 80° 33' 38" W, 431.36 feet;  
THENCE S 09° 26' 22" W, 16.00 feet, more or less, to the northerly line of the housing authority of Key West property conveyed in deed book G-9, Page 406 of the public records of Monroe County, Florida, and the POINT OF TERMINUS.

Above described parcel contains 1.250 acres, more or less, all as shown on map marked Exhibit "B" attached hereto and made a part hereof

In further consideration of the granting of this easement, the Grantee agrees to construct a wastewater treatment facility on said land and, further, to offer the Navy 23% of the capacity of the facility and requisite appurtenances upon payment of a connection charge. This charge shall be computed by multiplying the aggregate cost of constructing the facility times 23%. In addition, upon said payment, the Grantee shall offer the Navy

wastewater services (under the existing contract, or a new contract to be negotiated) at a user charge rate that excludes debt service associated with the Wastewater Facilities Plan, March 1986 and the contract shall include all provisions consistent with Federal and Florida law. If agreement is not reached regarding the connection charge and user charge rate as above described, the Navy will pay for service, including Sigbee Park, in accordance with the terms of its existing contract with the Grantee.

THIS EASEMENT is granted subject to the following terms and conditions:

1. In the event the Government and the Grantee fail to reach an agreement on the sewage service contract within one year from the date of this easement, the consideration cited above shall be paid immediately to the Government in cash, plus interest from the date of this easement. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due.

2. The grantee shall be responsible for obtaining any and all permits required in connection with the construction, operation, installation, maintenance, repair and replacement of the Plant and Lines, and shall comply with all Federal, State, County and local laws and regulations.

3. The Plant will be designed to allow unmanned operation for periods up to eight (8) hours. On-site personnel will be required to vacate the Plant during movement of ordnance, upon notice by the Commanding Officer, Naval Air Station, Key West, FL, or his designated representative.

4. The plant will be designed and constructed to withstand reasonable blast overpressures, including installation of shatter-proof windows. No occupied buildings or structures will be constructed within the Explosive Safety Quantity Distance (ESQD) arcs as identified by the Commanding Officer, Naval Air Station, Key West, FL.

5. The Grantee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869,982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Grantee, and the Government will be held harmless for damages caused by an ordnance incident, or otherwise.

6. The Plant and its grounds will be kept clear of extraneous material not required for Plant operations and all appropriate measures will be incorporated to reduce odor problems.

7. All work in connection with the construction, installation, operation, repair and replacement of the Plant and Lines shall be done without cost or expense to the Government, except for the prorata share of the connection charge or the Government's capital contribution which may be required, less the credit as above provided, to procure sewer service from

the Grantee's sewer system in the event the Grantee and the Government enter into a sewage service contract. All construction will be in accordance with plans and specifications previously approved by the Commanding Officer, Southern Division, Naval Facilities Engineering Command.

8. The Grantee shall maintain the Premises, the Plant and the Lines in good conditions at all times, and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the Plant and the Lines.

9. The Grantee's rights hereunder including ingress and egress shall be subject to such reasonable rules and regulations as may be prescribed by the Government to assure that the exercise of such rights will not interfere with Government activities at the Station.

10. Upon termination of this easement, the Grantee, at its expense, shall remove, to the extent requested by the Government, improvements installed or constructed hereunder, and shall restore the Premises to the same or as good a condition as that which existed prior to the exercise by the Grantee of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commanding Officer, Southern Division, Naval Facilities Engineering Command.

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

12. The Government may use the Premises for any purpose that does not unreasonably interfere with the use and enjoyment by the Grantee of the rights granted by this easement.

IN WITNESS WHEREOF, the Government, acting through the Department of the Navy, has caused this instrument to be executed the day and year written first above.

WITNESS  
Josephine Parker  
Josephine Parker, City Clerk

CITY OF KEY WEST,  
By Tom Sawyer, Mayor

WITNESS  
Mary S. Elliott  
Mary S. Elliott

THE UNITED STATES OF AMERICA  
By Wm. Roby  
Contracting Officer

431564

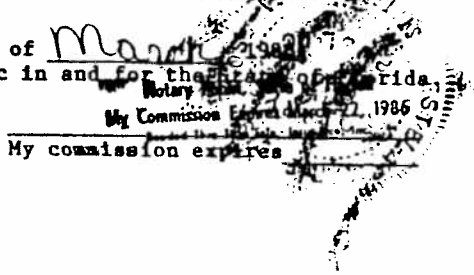
OFF REC 0971 PAGED 007

STATE OF FLORIDA )  
COUNTY OF MONROE )

Personally appeared before me, Tom Sawyer, Mayor, who being duly sworn, says that he, with Josephine Parker, saw the within named \_\_\_\_\_ sign and seal the foregoing Easement, accepting it on behalf of the City Of Key West, FL, and that said acceptance was authorized by Resolution No 86-86 dated March 20, 1986 of the Commissioners of the City of Key West, FL.

Lotus M. C. Cramer

Sworn to before me this 21<sup>th</sup> day of March, 1986, Notary Public in and for the State of Florida.

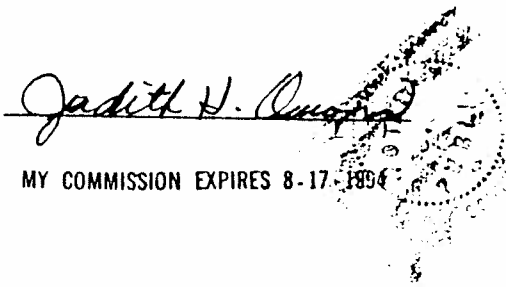


STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

Personally appeared before me E. R. Nelson, Jr., who being duly sworn, says that he saw the within named W. M. Robinson, Jr. sign and seal the foregoing Grant of Easement, in behalf of the United States of America, and that he with Mary G. Hiott witnessed the execution thereof.

E. R. Nelson, Jr.

Sworn to before me this 31<sup>st</sup> day of March, 1986, Judith H. Owens, Notary Public in and for the State of South Carolina.



A RESOLUTION RESCINDING RESOLUTION 86-69;  
AUTHORIZING ACCEPTANCE AND EXECUTION OF A GRANT OF  
EASEMENT BETWEEN THE UNITED STATES OF AMERICA BY  
AND THROUGH THE DEPARTMENT OF THE NAVY AND THE  
CITY OF KEY WEST, FLORIDA ; PROVIDING WHEN  
RESOLUTION TAKES EFFECT.

WHEREAS, Resolution 86-69 authorized the execution of a Grant of  
Easement between the United States of America by and through the  
Department of the Navy and the City of Key West, Florida; and

WHEREAS, language in the Grant of Easement has been amended, and  
an amended Grant of Easement has been prepared and is attached; NOW  
THEREFORE

BE IT RESOLVED by the City Commission of the City of Key West, as  
follows:

Section 1. That Resolution 86-69 authorizing execution of a  
Grant of Easement is hereby rescinded.

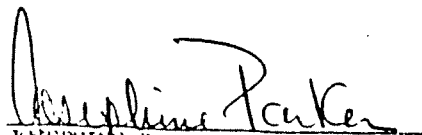
Section 2. The Mayor is hereby authorized and empowered to  
accept and execute, on behalf of the City of Key West, the attached  
Grant of Easement, and the City Clerk is hereby authorized and  
empowered, and directed to attest the signature of the said Mayor on  
the said Grant of Easement and affix the Seal of the City thereto.

Section 3. This Resolution shall go into effect immediately upon  
its passage and adoption and authentication by the signature of the  
presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this  
20th day of March, 1986.

\_\_\_\_\_  
TOM SAWYER, MAYOR

ATTEST:

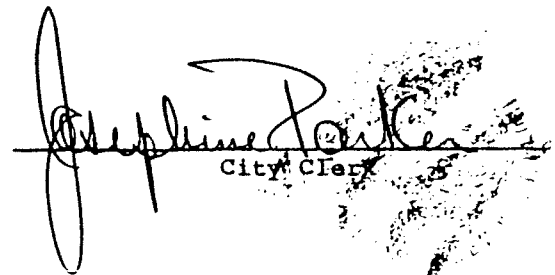
  
\_\_\_\_\_  
JOSEPHINE PARKER, CITY CLERK

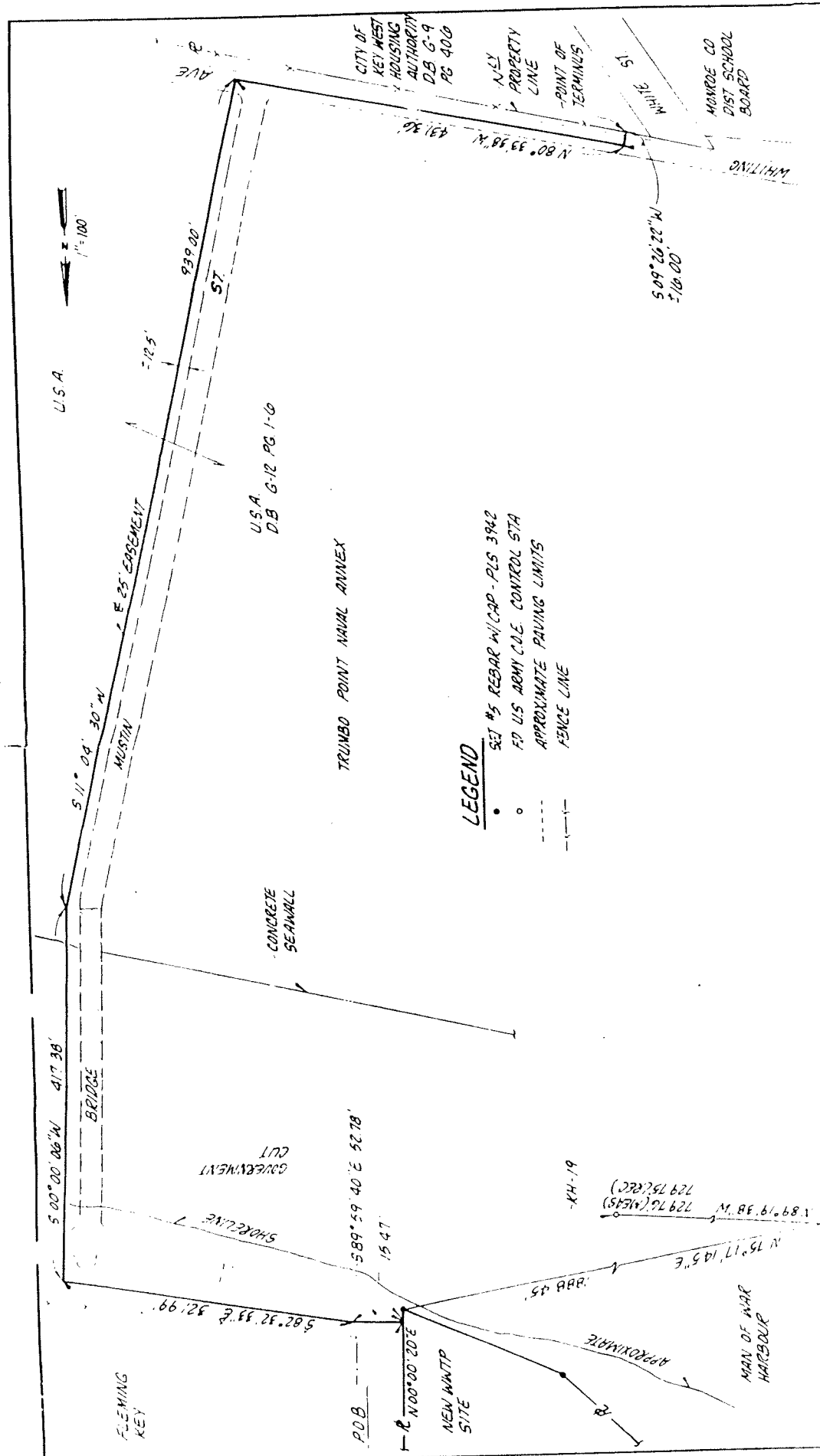
86 APR 14 4:32  
DANN L. HARRIS  
CLERK OF THE CITY  
MONROE COUNTY, FLORIDA  
FILED FOR RECORD

STATE OF FLORIDA)  
COUNTY OF MONROE) ss.  
CITY OF KEY WEST)

I, Josephine Parker, Clerk of the City of Key West, Florida, do hereby certify the foregoing and attached to be a true and correct copy of Resolution No. 86-86, passed and adopted by the City Commission of the City of Key West, Florida, on the 20th day of March, 1986.

WITNESS my hand and the official Seal of the City of Key West, Florida, this 14th day of April, 1986.

  
City Clerk



**LEGEND**

- SEJ #5 REBAR W/CAP - PLS 3942
- FP US ARMY C.O.E. CONTROL STA
- APPROXIMATE PAVING LIMITS
- |- FENCE LINE



U.S.A.

U.S.A.  
D.B. G-12 PG. 1-6

TRUMBOW POINT NAVAL ANNEX

CONCRETE  
SEAWALL

BRIDGE

GOVERNMENT  
CUT

SHORELINE

FLEMING  
KEY

NEW WWTIP  
SITE

P.O.B.

5.89° 59' 40" E 58.78'

15.47'

5.82° 32' 33" E 321.99'

N 00° 00' 20" E

APPROXIMATE

N 75° 17' 14.5" E

1.89° 19' 38" W 729.75' (MEAS)

729.75' (REC)

X-14-19

MAN OF WAR  
HARBOUR

CITY OF  
KEY WEST  
HOUSING  
AUTHORITY  
D.B. G-9  
PG 400

N.Y.  
PROPERTY  
LINE

-POINT OF  
TERMINUS

MONROE CO  
DIST SCHOOL  
BOARD

WHITTING

5.09° 26' 22" W  
516.00'

AVE

939.00'  
ST

E 25' EASEMENT

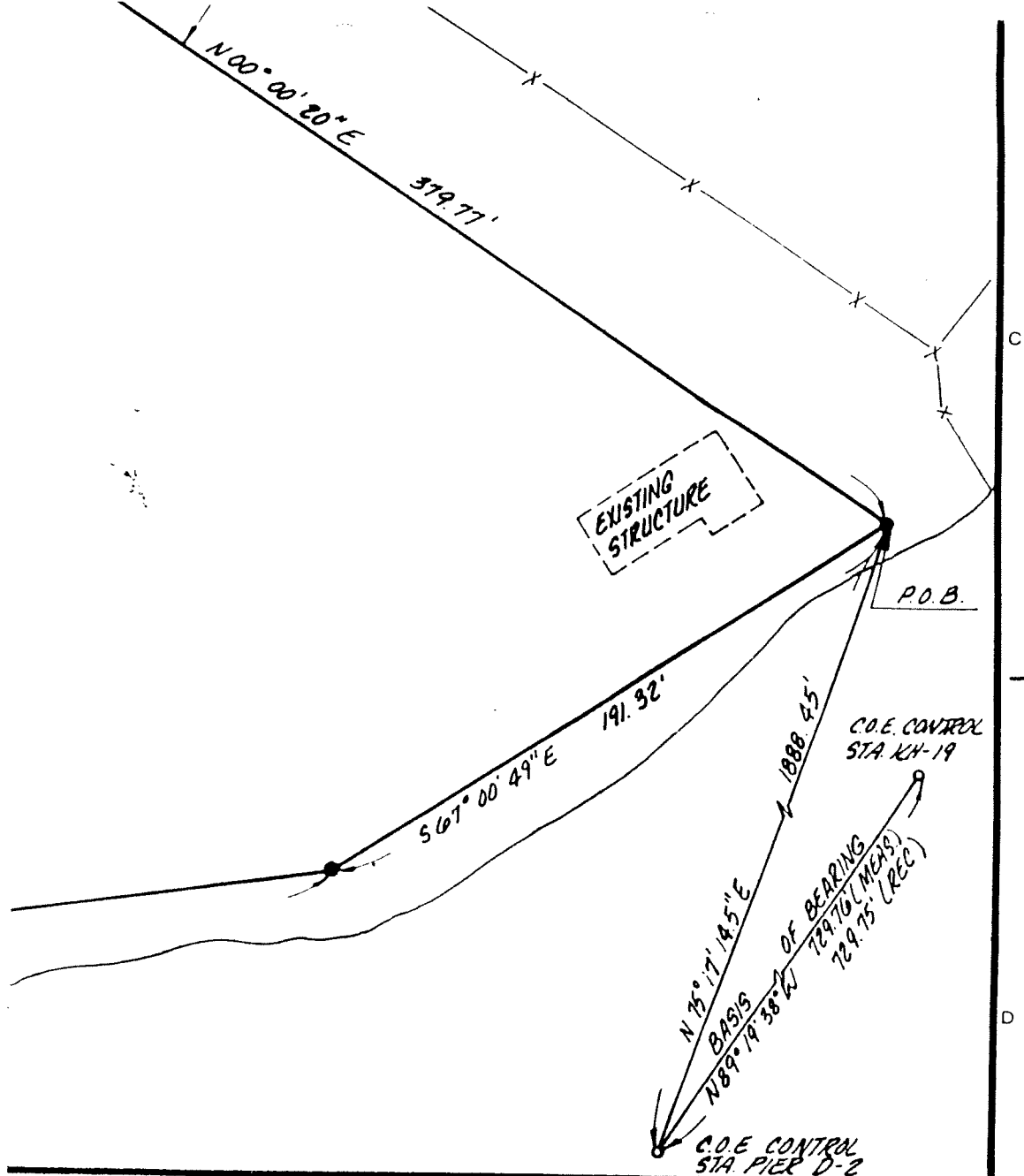
MURKIN

5.11° 04' 30" N

12.5'

5.00° 00' 06" N 417.38'





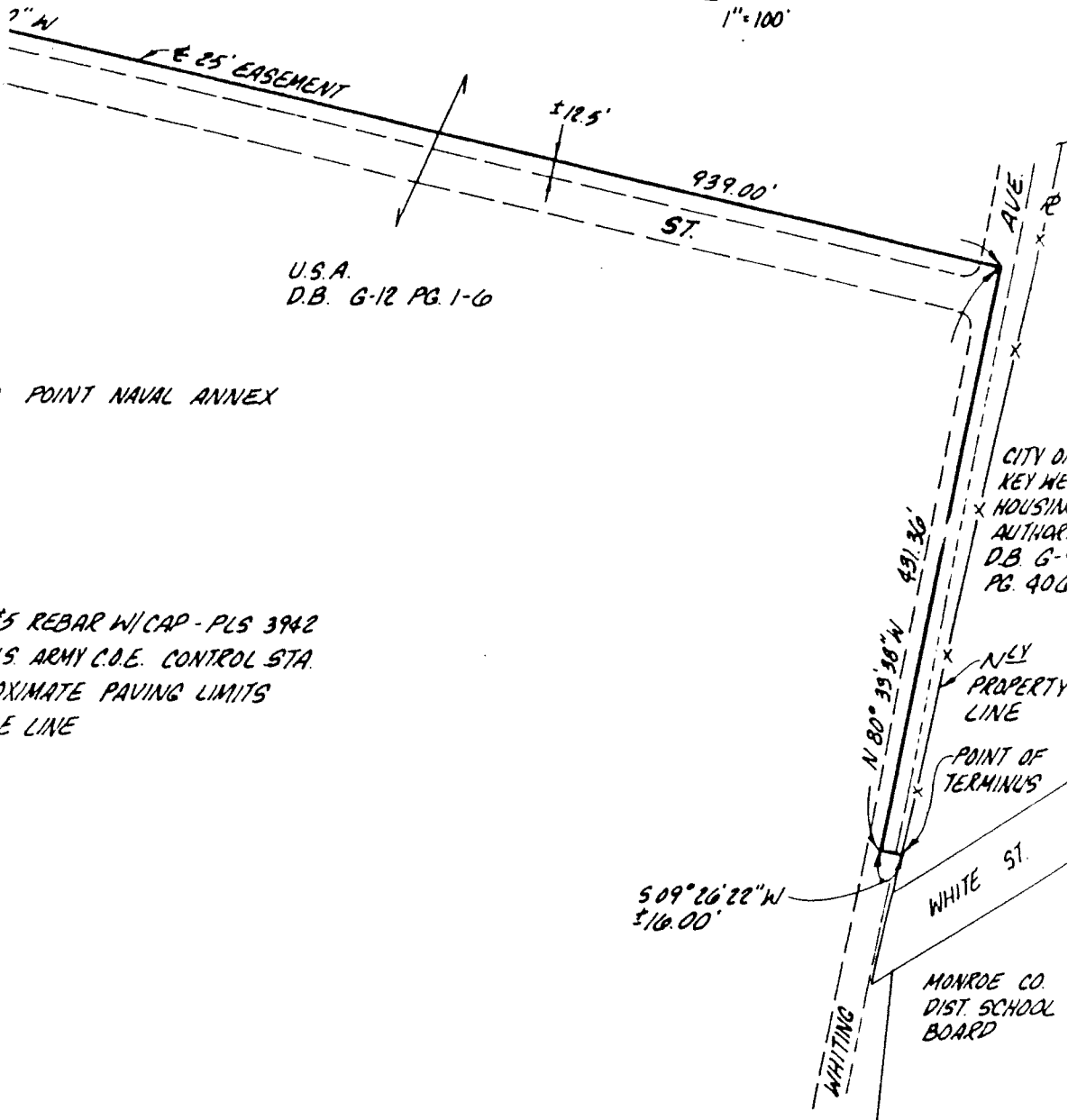
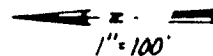
A BOUNDARY SURVEY FOR THE  
 CITY OF KEY WEST, FLORIDA  
 ON FLEMING KEY IN TOWNSHIP 67  
 SOUTH, RANGE 25 EAST, MONROE  
 COUNTY, FLORIDA

SHEET	1
DWG NO.	1
DATE	1/21/86
PROJ NO.	FC20064.H1

431564 REF 0971 PAGE 015

EXHIBIT A

U.S.A.



U.S.A.  
D.B. G-12 PG. 1-6

POINT NAVAL ANNEX

\*5 REBAR W/CAP - PLS 3942  
U.S. ARMY C.O.E. CONTROL STA.  
APPROXIMATE PAVING LIMITS  
E LINE

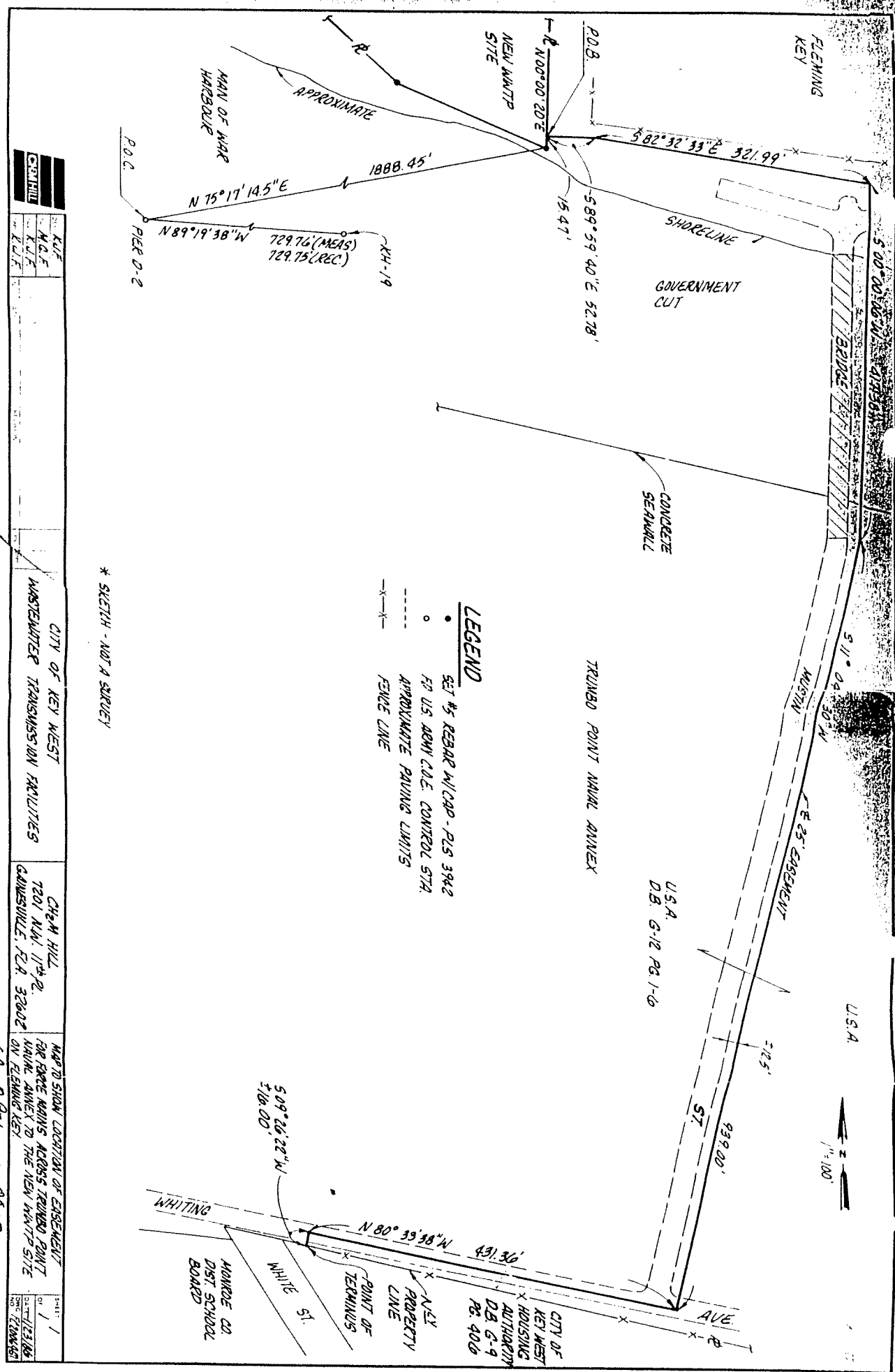
Recorded in Official Records Book  
in Monroe County, Florida  
Record Verified

DANNY E. KOLHAGE  
Clerk Circuit Court

TRUKEY

KEY WEST TRANSMISSION FACILITIES	CHEM HILL 7201 N.W. 11 <sup>th</sup> PL. GAINESVILLE, FLA. 32602	MAP TO SHOW LOCATION OF EASEMENT FOR FORCE MAINS ACROSS TRUMBO POINT NAVAL ANNEX TO THE NEW WWTP SITE ON FLEMING KEY	S-111 / 1 / DATE 11/23/04 BY FLORES
-------------------------------------	--	---	--

EXHIBIT B



**LEGEND**

- SET BY REBAR W/CAP - PLS 3942
- FOR US ARMY COE CONTROL STA.
- APPROXIMATE PAIVING LIMITS
- x-x- FENCE LINE

\* SKETCH - NOT A SURVEY



DATE	BY
12/1/2016	CHM
DATE	BY
12/1/2016	CHM

CITY OF KEY WEST  
MASTERPIECE TRANSMISSION FACILITIES

CH&M HILL  
7201 N.W. 17th Pl.  
GAINESVILLE, FLA. 32602

MAP TO SHOW LOCATION OF EASEMENT  
FOR PORT MAINS ACROSS TRINIDAD POINT  
NAVAL ANNEX TO THE NEW WWTTP SITE  
ON FLEMING KEY

EXHIBIT # 1  
DATE 12/1/2016  
BY CHM

OR 0971 P. 0017