

QUITCLAIM DEED

MONROE COUNTY
OFFICIAL RECORDS
FILE #1338203
BK#1839 PG#410
RCD Dec 09 2002 09:40AM
DANNY L KOLHAGE, CLERK
DEED DOC STAMPS 0.70
12/09/2002 RP DEF CLK

QUITCLAIM DEED

STATE OF FLORIDA)
)
COUNTY OF MONROE)

THIS INDENTURE made this 3rd day of December, 2002, between the UNITED STATES OF AMERICA, (hereinafter called "GRANTOR" or "GOVERNMENT"), acting by and through the Department of the Navy, Southern Division, Naval Facilities Engineering Command and the City of Key West, a public body, corporate and politic, created and organized under the laws of the State of Florida, (hereinafter called "GRANTEE", "Local Redevelopment Authority" or "LRA").

WHEREAS, the Secretary of the Navy may convey surplus property at a closing or realigning installation to the Local Redevelopment Authority for economic development purposes pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510), 10 U.S.C. §2687 note, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175); and

WHEREAS, GRANTEE by application dated 7 October 2002, requested an Economic Development Conveyance (EDC) of approximately 32.98 acres, known as the Truman Waterfront/Trumbo Road Properties located at the Naval Air Facility, Key West, Florida, hereinafter referred to as the "PROPERTY", consistent with the redevelopment plan prepared by the GRANTEE; and

WHEREAS, the GRANTOR has recognized the GRANTEE as the Local Redevelopment Authority (LRA) and is willing to convey the PROPERTY for nominal monetary consideration pursuant to and in accordance with the above-referenced laws and regulations; and

WHEREAS, the PROPERTY hereby conveyed has been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the Secretary of the Navy, is available and authorized for disposal by the Secretary of the Navy, acting pursuant to the above referenced laws and regulations; and

WHEREAS, the GRANTOR executed a Finding of Suitability for Transfer ("FOST") dated December 3, 2002 as necessary to provide the covenants required by Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9620(h), although nothing in this Indenture shall be construed to increase, decrease or otherwise modify the responsibilities of GRANTOR, if any, and/or the rights of GRANTEE, its successors and assigns, if any, with respect to the FOST.

WITNESSETH,

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), plus other good and valuable consideration, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, has released and quitclaimed to the GRANTEE, its successors and assigns, without warranty, express or implied, except as required by Title 42, United States Code, Section 9620(h), under and subject to the covenants, terms, reservations, conditions, restrictions, and easements, as set forth herein, all right, title, interest, claim, and demand which the GRANTOR has in and to that certain PROPERTY, containing approximately 32.31 acres, situated in the County of Monroe, in the State of Florida, formerly part of and known as Naval Air Facility, Key West, Florida, described in EXHIBITS "A" and "A-1", attached hereto and incorporated herein by reference, including improvements, related personal property, but excluding any groundwater test wells and other remediation equipment or fixtures located thereon and excluding utility infrastructure located within reserved easements described herein.

NOW THEREFORE, by the acceptance and recording of this Deed in the public records of Monroe County, Florida and as part of the consideration of this conveyance, the GRANTEE, for itself, its successors and assigns, agrees to comply with the covenants, terms, restrictions, conditions, reservations, and easements contained within this Indenture, which shall run with the land in perpetuity unless otherwise released by GRANTOR. The Marketable Record Title Act does not effect or extinguish any rights created by the Restrictive Covenants (§712.03(8), Florida Statutes, effective July 1, 2000). The covenants, terms, reservations, restrictions, conditions and easements contained in this Deed shall be inserted by the GRANTEE verbatim, or by express reference in any deed or other

legal instrument, by which GRANTEE divests itself of either the fee simple title or any other lesser estate in the PROPERTY, or any portion thereof, with the requirement that any subsequent transferee assumes all of the obligations accepted by the GRANTEE under the provisions of this Deed with respect to the PROPERTY.

The failure of the GRANTOR to insist in any one or more instances upon complete performance of or compliance with any of the covenants, conditions, reservations, restrictions, easements or terms in this Deed shall not be construed as a waiver or a relinquishment of the future performance of or compliance with any such covenants, conditions, reservations, restrictions, easements or terms, and the obligations of the GRANTEE, its successors and assigns, with respect to such future performance and compliance shall continue in full force and effect.

GRANTEE further acknowledges and understands the following notifications:

1. GRANTOR and GRANTEE have jointly inspected the Boat Ramp Area as set forth in EXHIBIT "B" and together agree that the Boat Ramp Area is in good and serviceable condition for its intended use as of the date of this transfer.

2. GRANTEE acknowledges GOVERNMENT's authority to implement appropriate security procedures for Truman Harbor and the landward standoff portion of the PROPERTY to satisfy required Anti-Terrorism Force Protection Conditions as dictated by national security demands ("AT/FP Measures"). Generally, the GOVERNMENT will require minimum standoff distances of 100-feet landward and 100-yards seaward from all GOVERNMENT vessels and 100-yards seaward from all GOVERNMENT property. These minimal standoff distances do not apply to watercraft using the Boat Ramp Area. These standoff distances will apply to GOVERNMENT vessels moored in Truman Harbor or on the Outer Mole. In the event of heightened security conditions, implementation of some procedures may result in curtailed or reduced non-government access via water to Truman Harbor for periods of time. Additional security measures may include, but are not limited to, inspection of vessels or boats entering the harbor, escort of vessels or boats in the Harbor, and placement of water-borne barriers or booms. Non-routine security measures such as evacuation of the Harbor and its

adjacent shores would be undertaken in conjunction with local civil authorities and only when necessitated by emergent conditions. The GOVERNMENT will take into consideration reasonable measures proposed by the LRA to accommodate LRA development and use of the Truman Harbor Area Development Zone, provided such measures are consistent with the level of security determined necessary by the GOVERNMENT. Outside of the 100-foot landward standoff distance from GOVERNMENT vessels, the GOVERNMENT asserts and the LRA acknowledges the GOVERNMENT's sovereign authority to implement non-routine security measures as may be necessitated by emergent conditions as permitted under Federal law and in conjunction with local civil authorities.

3. GRANTEE recognizes the GOVERNMENT's right of navigational servitude. GRANTEE, its lessees, or invitees, successors and assignees shall not interfere with or prohibit safe ship and/or small craft operations by the GRANTOR, or its agents. GRANTEE shall not conduct any operations or construct any improvements within Truman Harbor outside of the area marked as "Truman Harbor Area Development Zone" as set forth in EXHIBIT "B", or within the Trumbo Road Restricted Development Zone as set forth in EXHIBIT "C".

A. RESERVING unto GRANTOR and its assigns the following easements:

1. A perpetual right of ingress, egress and use of the Boat Ramp Area. GRANTEE will maintain and operate the Boat Ramp Area in the condition as accepted and acknowledged during the joint inspection for the use and accommodation of LRA sponsored vessels and the use and accommodation of GOVERNMENT vessels or vessels on behalf of the GOVERNMENT. The GOVERNMENT will be responsible for the repair of damages to the Boat Ramp Area that results from GOVERNMENT use, to the extent required by applicable laws and subject to the availability of appropriated funds, provided that in no event will the GRANTEE be obligated to repair any portion of the Boat Ramp Area damaged by the GOVERNMENT.

2. Perpetual access road easement(s) for ingress and egress over, across, under and through the PROPERTY as described in attached EXHIBIT "D".

3. Perpetual access road easement to Eaton Street extension, as described in attached EXHIBIT "E".

4. Perpetual access road easement to Trumbo road as described in attached EXHIBIT "F".

5. Perpetual right of ingress and egress to the Water Tower Parcel, as shown in attached EXHIBIT "G".

6. Perpetual easements including ingress and egress for the construction, repair, replacement, maintenance and operation of the following utility lines:

a. Electrical Line easement as described in attached EXHIBIT "H".

b. Sanitary Sewer Line easement as described in attached EXHIBIT "I".

c. Communication Line easement as described in attached EXHIBIT "J".

d. Storm Water easement as described in attached EXHIBIT "K".

e. Potable Water Line easement as described in attached EXHIBIT "L".

f. Fuel Line easement as described in attached EXHIBIT "M".

g. A sanitary sewer line easement in the vicinity of Trumbo road as described in attached EXHIBIT "N".

B. Development and Use Restrictions and Covenants

GRANTEE covenants to comply with the following development restrictions on the PROPERTY to avoid interference with GOVERNMENT's security and operational activities on the retained property in the Truman Annex area including but not limited to the Mole Pier.

1. GRANTEE shall not permit or construct any improvements within 50 feet of the property line abutting GOVERNMENT property, with the exception of the TACTS TOWER, where GRANTEE shall not permit or construct any

improvements within 20 feet of the property line around the TACTS TOWER. Notwithstanding this, GRANTEE may install roadways, walkways, and low-level vegetation in this area. Through the procedure described in paragraph 9 herein below, GRANTEE may apply for a variance from this restriction that does not, in the judgment of the GOVERNMENT, impair its security and operations.

2. GRANTEE, upon electing to relocate GOVERNMENT vessels to the East Quay Berthing Area, shall not permit or construct improvements within 100 linear feet landward of the northern 711 linear feet of East Quay Berthing Area as shown in EXHIBIT "B". Notwithstanding this prohibition on improvements, GRANTEE may install roadways, walkways, and low-level vegetation in this area. Through the procedure described in paragraph 9 herein below, GRANTEE may apply for a variance from this restriction that does not, in the judgment of the GOVERNMENT, impair its security and operations. In the event the LRA and the GOVERNMENT elect to relocate a GOVERNMENT vessel to the East Quay Berthing Area after improvements have been constructed, a 100 linear foot landward exclusive GOVERNMENT use zone shall be established.

3. GRANTEE shall not permit any improvement that exceeds an elevation greater than 35 feet above the crown of the closest road except where controlled by existing easements.

4. GRANTEE shall not permit obstructions or improvements to be placed in the Boat Ramp Area or use it in any way that would prohibit or interfere with GRANTOR's right of access and use of the Boat Ramp Area for its intended purpose of boat launching and recovery.

5. GRANTEE shall not permit facilities or operations on the PROPERTY that would create Radio Frequency Interference (RFI) with GOVERNMENT communication operations, without the prior written approval of the GOVERNMENT. Known RFI activities that are prohibited shall include but are not limited to commercial radio transmitters and arc welding shops. However, normal small craft radio systems or cell phone use is not prohibited.

6. GRANTEE shall not permit commercial or recreational aviation activities or their related support functions on the PROPERTY.

7. GRANTEE shall not allow use of the PROPERTY to permit any improvements to be built within Truman Harbor outside of the "Truman Harbor Area Development Zone" as set forth in EXHIBIT "B".

8. GRANTEE shall not allow use of the PROPERTY to permit any improvements to be built within the "Trumbo Road Restricted Development Zone" as set forth in EXHIBIT "C".

9. Grantee will submit all plans for development of the PROPERTY (LRA Development Plans) to the GOVERNMENT for review and concurrence that the proposed development or use of Truman Harbor and the PROPERTY will not interfere with GOVERNMENT security or operations. The LRA Development Plans shall (1) provide sufficient information for the GOVERNMENT to conduct its review and generally shall include the types of information set forth in EXHIBIT "O", and (2) provide for all types of development or improvements on the PROPERTY including the relocation of existing roads, utilities and other improvements and waivers of express development and use restrictions. GOVERNMENT review will be conducted within ninety (90) days of submittal and GOVERNMENT concurrence shall not be unreasonably withheld. If the GOVERNMENT identifies any conflict with express development and use restrictions and agreements or any interference or potential interference, that the LRA's Development Plans may cause to GOVERNMENT security or operations in the Key West vicinity, the GOVERNMENT shall inform the GRANTEE and the GOVERNMENT and GRANTEE shall work to identify what, if any, modifications can be made to enable the LRA's Development Plans to proceed. The GOVERNMENT hereby designates Commanding Officer, Naval Air Facility, Key West, or his/her successor, as its agent to review for concurrence of the LRA Development Plans.

10. GRANTEE agrees and acknowledges that the GOVERNMENT assumes no liability to the GRANTEE or its sublessees, licensees or successors and assigns should implementation of any of the above security procedures or the denial of any of the LRA's Development Plans interfere with or disrupt the use of the PROPERTY or GRANTEE operations in Truman Harbor or result in any damages or economic hardships to the GRANTEE or its sublessees, licensees, successors and assigns. GRANTEE, its sublessees, licensees, successors and assigns shall have no

claim on account of any such interference against the GOVERNMENT or any officer, agent, employee or contractor thereof. This provision applies only to claims and liability that may arise on or from the PROPERTY and Truman Harbor.

C. Contamination in excess of the Florida Department of Environmental Protection (FDEP) residential cleanup target levels (F.A.C. 777) remain on portions of the PROPERTY; therefore, GRANTOR hereby imposes the following use restrictions on those portions of the PROPERTY hereinafter referred to as the "Restricted Area(Land Use Controls)" as set forth in EXHIBITS "P" and "P-1":

1. GRANTEE shall not tamper with or damage groundwater monitoring and/or soil monitoring and/or remediation systems (including pumps, wells, piping, utilities and associated appurtenances) of GRANTOR on Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1".

2. GRANTEE shall not install wells or extract groundwater on Restricted Area(Land Use Controls) as set forth in EXHIBIT "P". Construction related groundwater dewatering conducted in accordance with applicable State regulations is specifically authorized.

3. GRANTEE, on behalf of its lessees, licensees, successors and assigns, covenants that it shall not hinder or prevent the GOVERNMENT from constructing, upgrading, operating, maintaining and monitoring any groundwater and/or soil treatment facilities and/or groundwater monitoring network or engage in any activity that will disrupt or hinder further remedial investigation, response actions or oversight activities on Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1" or adjoining areas within the PROPERTY.

4. The GRANTEE shall not permit residential or agricultural use on the Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1". Residential use includes but is not limited to housing, child care and pre-school facilities and recreational camping and playground.

5. The GRANTEE shall comply with the provisions of any health and safety plan put into effect by the GOVERNMENT in connection with any ongoing or future

environmental investigative and/or remedial activities to be undertaken by the GOVERNMENT on the Restricted Area(Land Use Controls) as set forth in EXHIBITS "P" and "P-1".

6. The GRANTEE shall perform annual inspections of the PROPERTY to ensure that all land use controls are being complied with and provide a written report to GRANTOR certifying such compliance for as long as maintenance is required at the identified sites.

D. NOTICES, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

1. Notice of Environmental Condition:

For each hazardous substance stored on the PROPERTY for one (1) year or more, or known to have been released or disposed of on the PROPERTY, EXHIBIT "Q", which is attached hereto and made a part hereof, provides notice of the type and quantity of such hazardous substances at the time at which such storage, release or disposal took place to the extent such information is available on the basis of a complete search of agency files by GRANTOR, and of all response actions taken to date to address such hazardous substances. The information contained in this Notice is required under 42 U.S.C. § 9620(h)(3)(A).

2. This Notice of the Presence of Asbestos-Containing Materials (ACM) - Warning is given in accordance with 41 Code of Federal Regulations Part 101-47.304-13. The GRANTEE, and each of its successors and assigns, is warned that the structures and improvements remaining on the PROPERTY may contain asbestos-containing materials both on their exterior and/or interior areas. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The GRANTEE, and each of its successors and assigns, covenants and agrees that in its use and occupancy of the

PROPERTY (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to asbestos-containing materials ("ACM"). Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM on the PROPERTY after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Consistent with the foregoing, GRANTEE and its successors and assigns shall not have liability for (i) any violations of laws or regulations relating to ACM occurring prior to the date of this Indenture, or (ii) any releases of or exposures to ACM occurring before the date of this Indenture.

3. Lead-Based Paint: The GRANTOR represents after diligent inquiry, and the GRANTEE, and each of its successors and assigns, acknowledges, that all portions of the improvements on the PROPERTY subject to this Indenture may include lead-based paint ("LBP") as of the date of this Indenture. The GRANTEE, and each of its successors and assigns, covenants and agrees that in its use and occupancy of the PROPERTY (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to LBP. Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the PROPERTY after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Consistent with the foregoing, GRANTEE and its successors and assigns shall not have liability for (i) any violations of laws or regulations relating to LBP occurring prior to the date of this Indenture, or (ii) any releases of or exposure to LBP occurring before the date of this Indenture.

4. In accordance with the requirements and limitations contained in 42 United States Code §§ 9620(h)(3)(A), the GRANTOR hereby warrants that:

a. all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the PROPERTY has been taken, and

b. any additional remedial, response, or corrective action found to be necessary after delivery of this Indenture shall be conducted by the GRANTOR.

5. Right of Access: In accordance with the requirements and limitations contained in Title 42 U.S.C. §9620(h), GRANTOR expressly reserves all reasonable and appropriate rights of access to the PROPERTY described herein when remedial action, response action, or corrective action is found to be necessary in accordance with applicable Federal, State and local environmental laws, after delivery of this Indenture. In non-emergency circumstances, GRANTOR shall give GRANTEE, its successors and assigns, reasonable prior written notice of its intention to enter the PROPERTY for the purposes set forth herein and shall cooperate with GRANTEE, its successors or assigns, to the maximum extent practicable, with respect to the timing and manner of such entry, unless such entry is required to remedy an emergency situation or prevent the imminent endangerment of human health, in which event no prior notice shall be required. These access rights are in addition to those granted to Federal, State, and local authorities under applicable environmental laws and regulations. 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. The right of access described herein shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, digging test pits, boring, and other similar activities. Such rights shall also include the right to

construct, operate, maintain, or undertake any other response, corrective or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. GRANTEE, and each of its successors and assigns, agrees to comply with GRANTOR in furtherance of these covenants.

6. Indemnification as Required by United States Public Law 102-484, Section 330, as amended:

GRANTOR shall hold harmless, defend, and indemnify the GRANTEE and any future successor, assignee, transferee, lender, or lessee of the PROPERTY from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant and/or petroleum or petroleum derivative contaminant resulting from Department of Defense activities on the PROPERTY to the conditions specified in, and to the extent authorized by, Section 330 of Public Law 102-484 as amended by Section 1002 of Public Law 103-160.

GRANTEE on behalf of its lessees, licensees, successors and assignee covenants that it shall provide written notice to the GOVERNMENT and FDEP: of any subsequent sale, assignment or lease of the Restricted Area (Land Use Controls) as set forth in EXHIBITS "P" and "P-1" or any portion thereof, and provide contact information concerning the new owner or occupant.

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 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. GRANTOR 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.

FILE #1338203
BK#1839 PG#422

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, conditions, easements, and notifications set forth in this Deed, to the only proper use, benefit and behalf of the GRANTEE, its successors and assigns forever.

LIST OF EXHIBITS

- A. Property Boundary Survey with Legal Description
- A-1 Trumbo Road Boundary Survey with Legal Description
- B. Truman Harbor Area Development Zone, Boat Ramp Area, East Quay Berthing Area and East Quay Wall Area
- C. Trumbo Road Restricted Development Zone
- D. Access Road Easements
- E. Access Road Easement, Eaton Street Extension
- F. Access Road Easement to Trumbo Road
- G. Water Tower Parcel Easement
- H. Electrical Line Easement
- I. Sanitary Sewer Line Easement
- J. Communication Line Easement
- K. Storm Water Easement
- L. Potable Water Line Easement
- M. Fuel Line Easement
- N. Sanitary Sewer Line easement- Trumbo Road
- O. Development Plan Submission Criteria
- P-P-1. Restricted Area (Land Use Controls)
- Q. Hazardous Substance Notice

EFFECTIVE the 14th day of November, 2002.

UNITED STATES OF AMERICA, acting by and through the
Department of the Navy,

By: E.R. Nelson
Real Estate Contracting Officer

WITNESS:

Janette G Hill
(signature)

Janette G Hill
(please print or type name)

Deborah D Jones
(signature)

Deborah D Jones
(please print or type name)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me, Janette G Hill,
who being duly sworn, says that she saw the within named
E.R. Nelson, sign and seal the foregoing Quitclaim
Deed in behalf of the United States of America, and that
she, with Deborah Jones, witnessed the execution thereof.

Sworn to before me this 14th day of
November, 2002, JEAN M-KING, Notary Public for
the State of SOUTH CAROLINA.

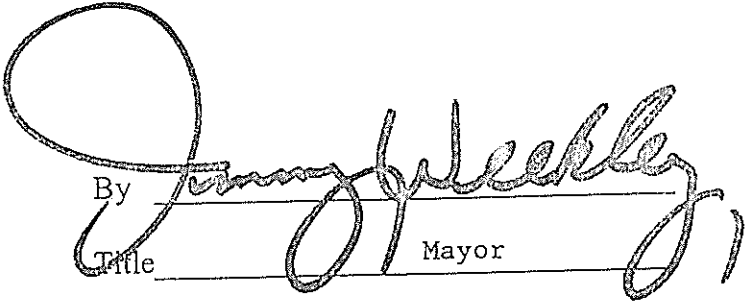
Jean M-King
My Commission expires: 2/17/2005

FILE #1338203
BK#1839 PG#425

ACCEPTANCE

The City of Key West does hereby accept this Quitclaim Deed and by acceptance agrees to all of the terms and condition thereof.

Executed this 3rd day of December,
2002.

By 

Title

Mayor

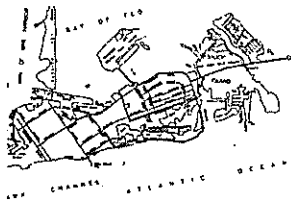
(OFFICIAL SEAL)

Attest



Title

City Clerk



LOCATION MAP
City of Key West &
Stock Island

DESCRIPTION: ACCESS EASEMENT:

by undersigned:
of land located on the island of Key West, Monroe County, Florida, said
to be located in Truman Annex (formerly U.S. Navy) and being more particularly
as follows:
of the National Ocean Survey Triangulation Station G.S.L. being a
c set in concrete, located on the outer mole of Truman Annex, the
coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on
the U.S. Coast and Geodetic Survey meridian grid coordinate system which
has for its zero coordinate a point of Latitude North 24°20'00" and
Longitude West 81°00'00"; thence S 24°23'18"E, a distance of
100.00 feet to a point lying 5 feet Northwesterly of a concrete seawall;
thence S 40°12'E, a distance of 45.00 feet to the Point of Beginning;
thence S 34°06'12"W, a distance of 83.42 feet;
thence N 34°06'12"W, a distance of 83.42 feet;
thence S 61°30'00"E, a distance of 100.00 feet to the Point of Beginning.
which is 835 square feet or 0.02 acre, more or less.

NOTES:

w based on plot assumed median
Bearing: State Plane Coordinate System, 83/89
is existing elevation
based on N.G.V.D. 1929 Datum
k N.G.V.D. Basic Elevation: 14.324
Note:

set 1/2" Iron Pipe, P.L.S. No. 2749
Found 1/2" Iron Pipe
Set P.K. Nail, P.L.S. No. 2749
Found P.K. Nail
Found Nail
Found Drill Hole

- Legend:
- o/h = Overhead
 - u/g = Underground
 - F.F.L. = Finish Floor Elevation
 - L.B. = Low Beam
 - Rad. = Radiol
 - irr. = Irregular
 - conc. = concrete
 - I.P. = Iron Pipe
 - I.B. = Iron Bar
 - B. = Baseline
 - C.B.S. = Concrete Block
 - C.B.S. = Concrete Block Stucco
 - cov'd. = Covered
 - P.I. = Point of Intersection
 - wd. = Wood
 - R. = Radius
 - A = Arc (Length)
 - D = Delta (Central angle)
 - w.m. = Water-Meter
 - Bol. = Bolony
 - Pl. = Planter
 - Hyd. = Fire Hydrant
 - F.W. = Fire Well
 - A/C = Air Conditioner
 - O.E. = Electric Utility Vault
 - M.H. = Man Hole
 - San. = Sanitary
 - C.S. = Storm Water Catch Basin
 - Inv. = Invert
 - B.P.V. = Backflow Prevention Valve
 - P.V.C. = Polyvinyl Pipe
 - R.C.P. = Reinforced Concrete pipe
 - + = Fire Hydrant
 - o = Light
 - o = sign

Work performed on: 8/6/02

This is a Boundary & Topographical Survey
made by the undersigned and dated as above, and that it meets the minimum
requirements of the Florida Board of Land Surveyors, Chapter 61G17-6,
F.S., and the American Land Title Association, and that
it is a true and correct copy of the original as shown herein.

Surveyor: Frederick H. Hildebrandt
No. 38610

NOT VALID UNLESS ENDORSED WITH RAISED SEAL & SIGNATURE

Sheet Description:
City of Key West
E.D.C. ACQUISITION

Project:
City of Key West
U.S.N. Asq.

FREDERICK H. HILDEBRANDT
Engineer Planner surveyor
3150 Northside Drive, Key West, Florida 33040

Date: 8/6/02
Designed: F.H.H.
Drawn:
Checked:
Index No. 02-524

LINE TABLE

Line	Bearing	Distance
L1	N 88°01'07"E	57.69'
L2	N 01°52'38"W	2.77'
L3	N 88°13'17"E	19.53'

parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

Commence at the National Ocean Survey Triangulation Station G.S.L. being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and Longitude West 81°00'00"; thence N 01°52'38"W, a distance of 57.69 feet; thence N 88°13'17"E, a distance of 19.53 feet; thence S 19°53'46"E, a distance of 549.09 feet; thence S 00°20'55"E, a distance of 409.10 feet; thence N 89°49'18"E, a distance of 100.04 feet; thence S 33°56'54"E, a distance of 842.47 feet; thence S 55°59'51"W, a distance of 105.64 feet; thence S 33°54'27"E, a distance of 1077.09 feet; thence S 56°05'33"W, a distance of 60.00 feet; thence N 33°54'27"W, a distance of 340.00 feet; thence N 56°05'33"E, a distance of 4.00 feet; thence N 33°54'27"W, a distance of 90.00 feet; thence S 56°05'33"W, a distance of 33.80 feet; thence S 76°53'05"W, a distance of 217.59 feet to the point of curvature of a curve to the right, having a radius of 40.00 feet, a central angle of 89°12'28", a chord bearing of N 68°30'41"W, and a chord length of 45.43 feet; thence along the arc of said curve, an arc length of 48.32 feet to the point of tangency of said curve; thence N 33°54'27"W, a distance of 100.28 feet; thence S 56°05'33"W, a distance of 74.40 feet; thence S 33°54'27"E, a distance of 57.76 feet to a point on a curve to the right, having a radius of 39.21 feet, a central angle of 63°00'35", a chord bearing of S 23°43'00"W, and a chord length of 40.98 feet; thence along the arc of said curve, an arc length of 43.12 feet to the point of compound curvature of a curve to the right, having a radius of 99.00 feet, a central angle of 21°35'34", a chord bearing of S 60°01'04"W, and a chord length of 37.02 feet; thence along the arc of said curve, an arc length of 37.31 feet to the point of tangency of said curve; thence S 76°48'51"W, a distance of 258.26 feet; thence S 80°26'37"W, a distance of 112.51 feet; thence S 84°48'58"W, a distance of 94.41 feet; thence S 66°57'57"W, a distance of 494.18 feet; thence N 36°22'25"W, a distance of 215.33 feet; thence N 34°55'15"E, a distance of 68.92 feet; thence N 33°44'00"W, a distance of 59.95 feet; thence N 02°17'11"E, a distance of 291.83 feet; thence N 56°37'09"E, a distance of 301.89 feet; thence S 34°06'12"E, a distance of 242.04 feet; thence N 55°53'48"E, a distance of 432.79 feet; thence N 59°10'14"W, a distance of 407.46 feet; thence N 56°13'00"E, a distance of 2.19 feet; thence N 01°53'48"W, a distance of 1650.40 feet to the Point of Beginning. Parcel contains 14,302.53 square feet or 32.63 acres, more or less.

LEGAL DESCRIPTION: TACTS TOWER

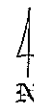
Prepared by undersigned:
A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
Commence at the National Ocean Survey Triangulation Station G.S.L. being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and Longitude West 81°00'00"; thence S 33°32'49"E, a distance of 2262.97 feet to the Point of Beginning; thence N 55°03'33"E, a distance of 189.38 feet; thence S 33°54'27"E, a distance of 100.00 feet; thence S 56°05'33"W, a distance of 189.38 feet; thence N 33°54'27"W, a distance of 100.00 feet to the Point of Beginning.
Parcel contains 18,938 square feet or 0.43 acres, more or less.

LEGAL DESCRIPTION: WATER TOWER

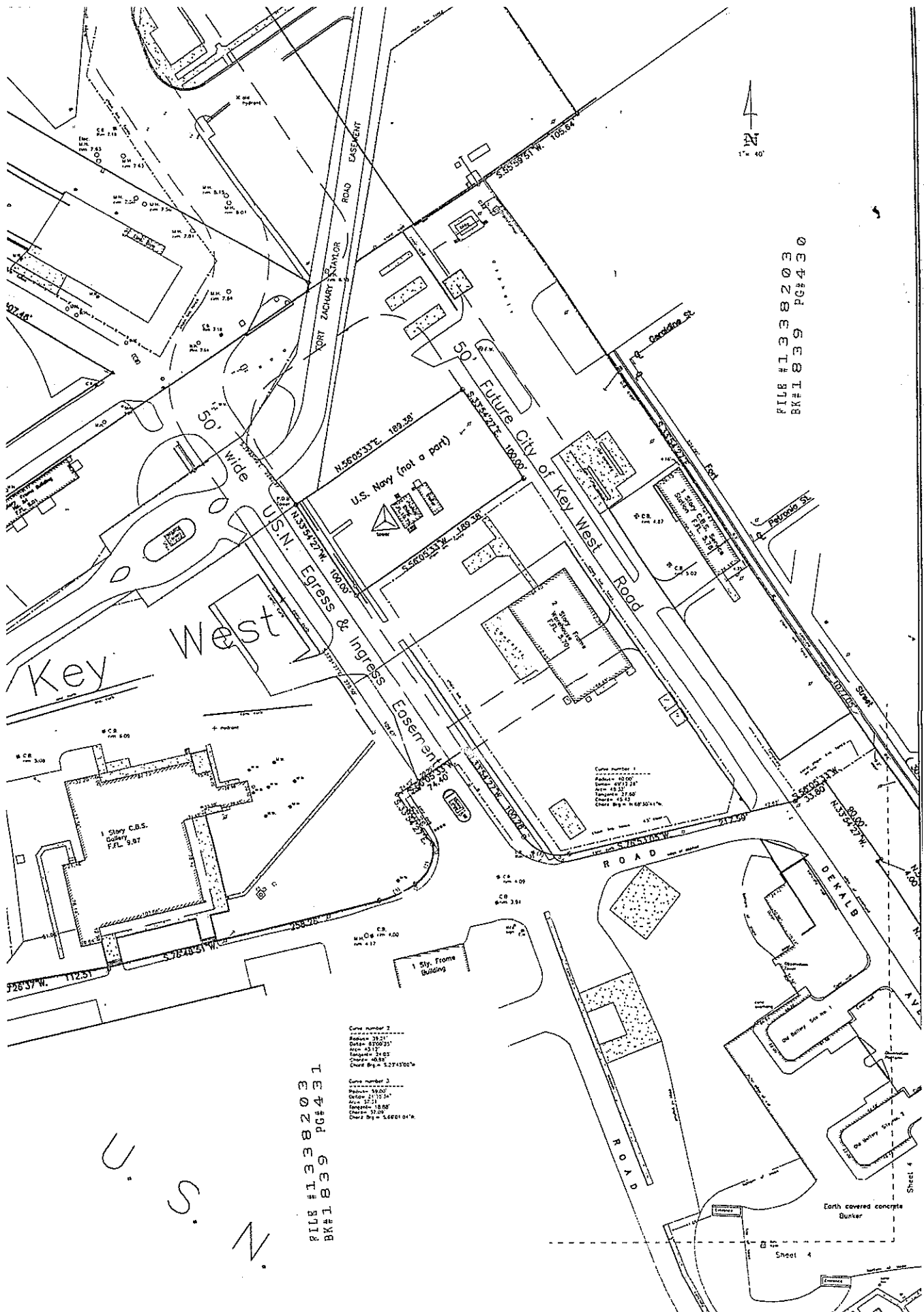
A portion of land located on the island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
Commence at the National Ocean Survey Triangulation Station G.S.L. being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and Longitude West 81°00'00"; thence S 34°06'12"E for a distance of 1709.30 feet to a point lying 5 feet waterward of a concrete seawall; thence S 34°06'12"E for a distance of 410.53 feet; thence N 55°53'48"E for a distance of 200.69 feet; thence S 06°47'09"E for a distance of 189.32 feet to the POINT OF BEGINNING; thence S 83°15'00"W for a distance of 170.00 feet; thence S 09°47'09"E for a distance of 171.97 feet; thence N 66°57'58"E for a distance of 21.19 feet; thence N 33°14'25"E for a distance of 25.02 feet; thence N 17°21'17"W for a distance of 48.37 feet; thence N 83°15'00"E for a distance of 36.47 feet; thence N 06°47'09"W for a distance of 171.97 feet to the POINT OF BEGINNING.
CONTAINING 31,737 SQUARE FEET, OR 0.73 ACRES, MORE OR LESS.

THE TOTAL PARCEL CONTAINS 31.68 ACRES, MORE OR LESS.

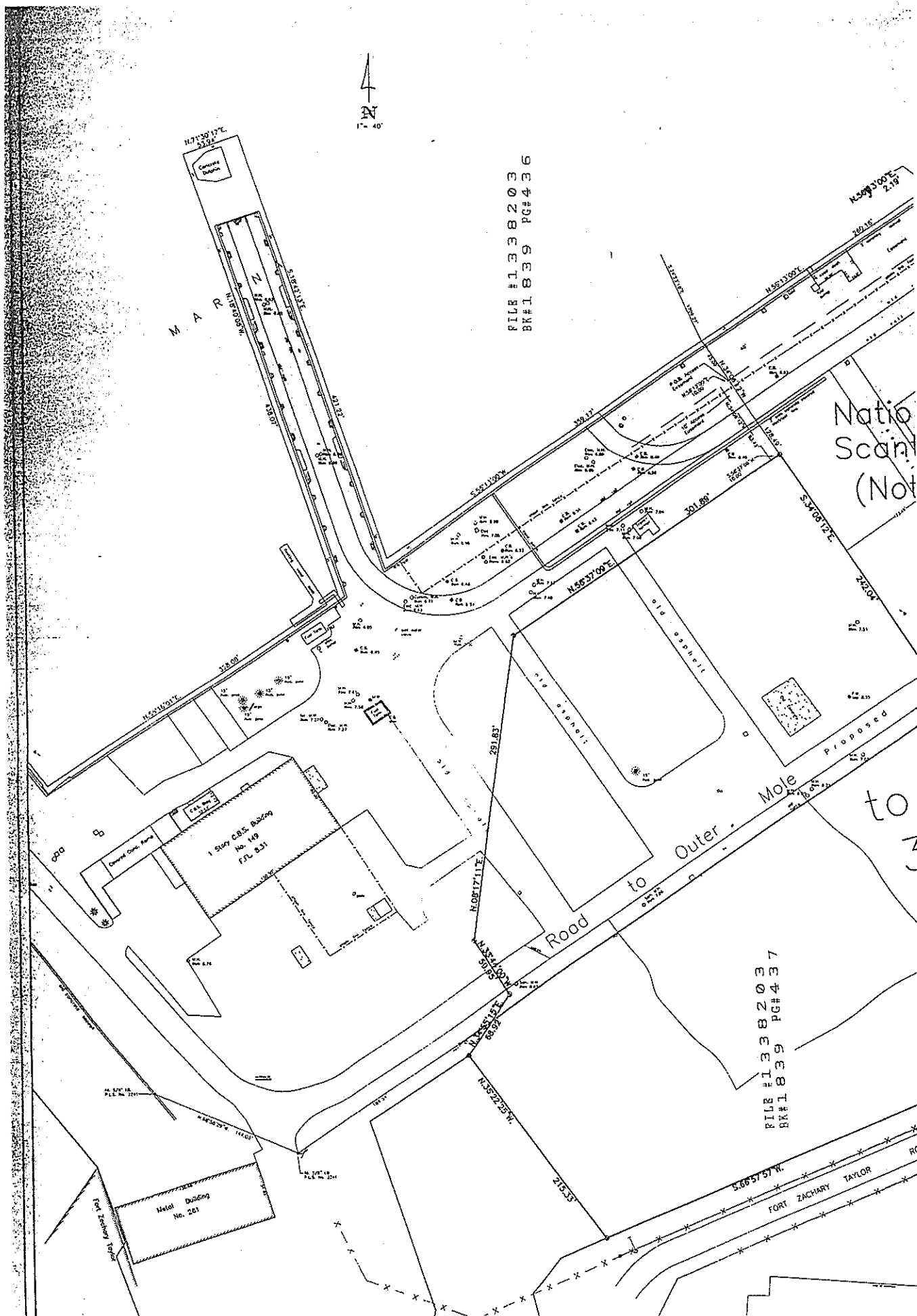
PLEASE NOTE:
This sheet was revised by the Southern Division
Naval Facilities Engineering Command
to include the Water Tower (Taco) Parcel,
William M. Hottel, Code RE1103H, 6 Nov 2002



Calder A



REVISIONS: Remarks Iss. Boundary and change ed. Boundary	Sheet Description: City of Key West E.D.C. ACQUISITION	Project: City of Key West U.S.N. Asq. Trumar Annex	FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax, (305) 293-0237	Date: 8/8/02 Designed: F.H.H. Drawn: Checked: Job. No. 02-524 Sheet No. 3 of 9
---	---	--	---	---



FILE #1338203
BK#1839 PG#436

Natio
Scan
(Not

FILE #1338203
BK#1839 PG#437

REVISIONS:	
No.	Remarks
1	3/16/01 Revise Boundary
2	8/9/02 Revised Boundary

Sheet Description:
City of Key West
E.D.C. ACQUISITION

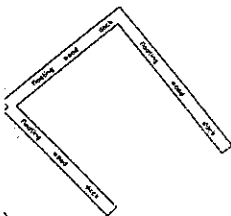
Project:
City of Key West
U.S.N. Asq.

FREDERICK H. HILDEBRANDT
Engineer Planner surveyor
3150 Northside Drive, Key West, Florida 33040

Date: -
Design:
Drawn:
Checke:
Inch. At:



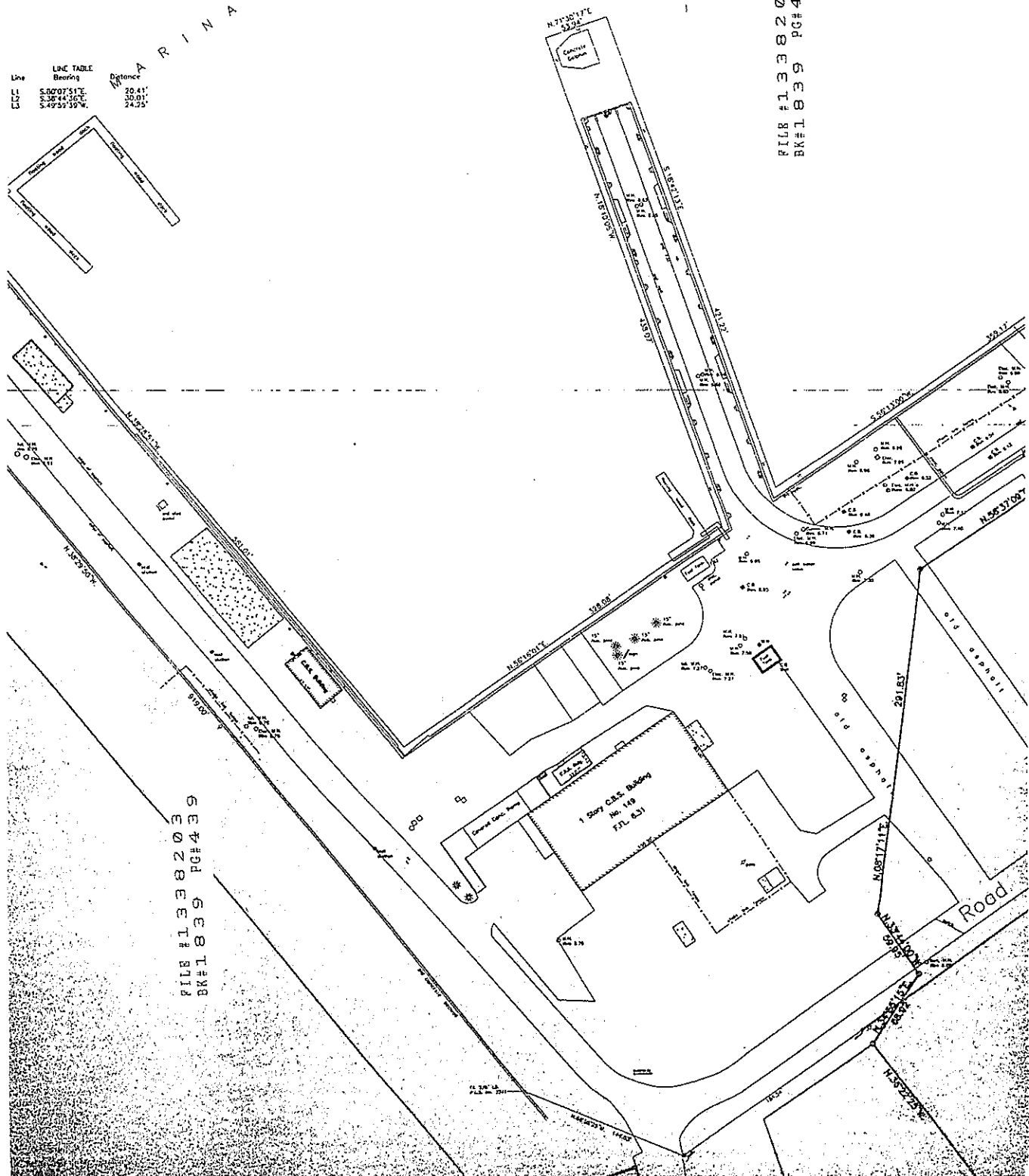
Line	LINE TABLE	Distance
	Bearing	
1	S. 89° 07' 51" E	20.41'
2	S. 38° 44' 50" E	30.07'
3	S. 49° 53' 59" W	24.25'



Y
R
I
N
A

FILE #1338203
BK#1839 PG#438

FILE #1338203
BK#1839 PG#439



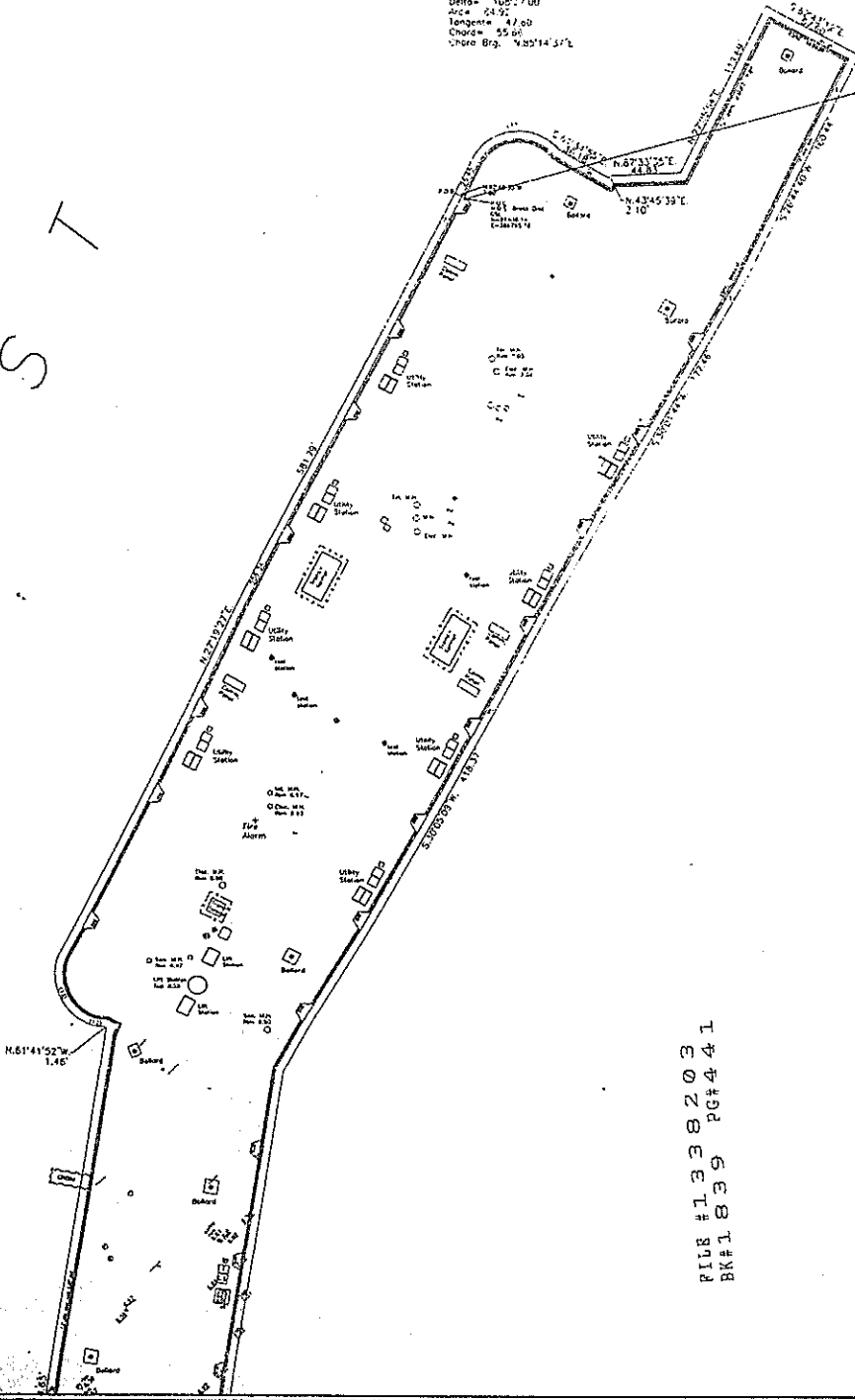
B I C H

FILE #1338203
BK#1839 PG#440

4

T
S
V

Curve Number 1:
Radius = 32.30
Delta = 100° 29' 00"
Pc = 62.92
Tangent = 47.60
Chord = 55.66
Chord Brg. = N 25° 14' 31" E

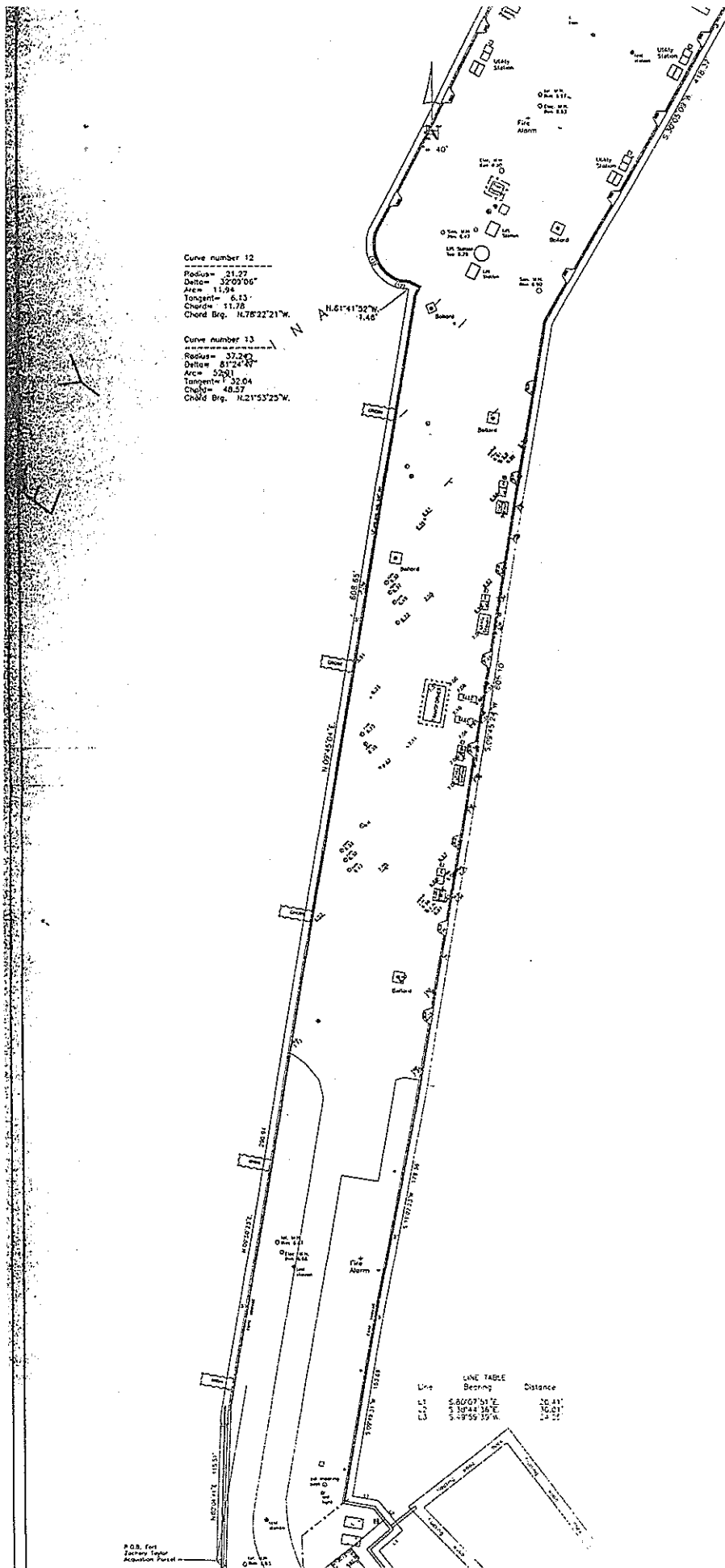


FILE #1338203
BK#1839 PG#441

A

N

Remarks: Boundary: Station:	Sheet Description: City of Key West E.D.C. ACQUISITION	Project: City of Key West U.S.N. Asq. Truman Annex	FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0486 Fax: (305) 293-0237	Date: 8/8/02 Designed: F.H.H. Drawn: Checked: Job. No. 02-524
-----------------------------------	--	--	---	---



FILE #1338203
 BK#1839 PG#442

FILE #1338203
 BK#1839 PG#443

M A R

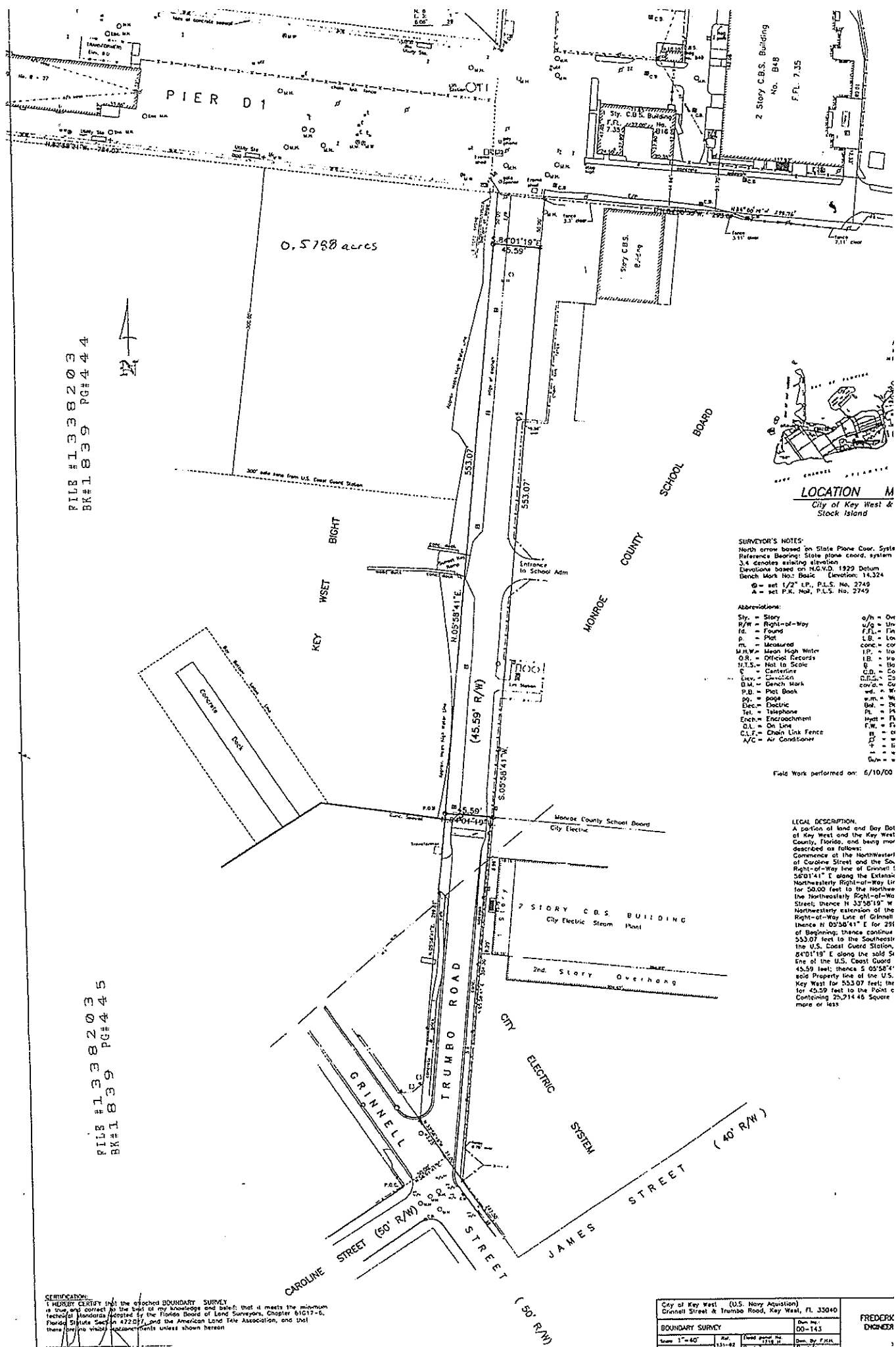
REVISIONS:	
No.	Date
2	5/16/01
4	8/8/02

Sheet Description:
 City of Key West
 E.D.C. ACQUISITION

Project:
 City of Key West
 U.S.N. Asq.
 Truman Annex

FREDERICK H. HILDEBRANDT
 Engineer Planner surveyor
 3150 Northside Drive, Key West, Florida 33040
 (305) 293-0466 Fax. (305) 293-0237

Date: _____
 Designed: _____
 Drawn: _____
 Checked: _____
 Job. No. _____
 Sheet No. _____



FILE #1338203
BK#1839 PG#444

FILE #1338203
BK#1839 PG#445

CERTIFICATION:
I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-2, Florida Statute, and the American Land Title Association; and that there are no visible encroachments unless shown hereon.

FREDERICK W. FELDERBAUGH
Professional Land Surveyor No. 2749

SURVEYOR'S NOTES:
North arrow based on State Plane Coord. System
Reference bearing: State plane coord. system
3.4 denotes existing elevation
Elevations based on M.S.V.D. 1929 Datum
Bench Mark No.: Basic Elevation: 14.324

0 = set 1/2" I.P., P.L.S. No. 2749
A = set P.K. Mol., P.L.S. No. 2749

Abbreviations:

Sty. = Story	a/h = On
R/W = Right-of-Way	u/g = Un
Id. = Found	F.L. = In
P. = Plot	L.B. = Loc
m. = Measured	conc = cor
M.H.W. = Mean High Water	I.P. = loc
O.R. = Official Records	I.B. = No
N.T.S. = Not to Scale	B. = No
S. = Centerline	C.D. = Co
Env. = Encroachment	Env. = Co
D.M. = Ditch Mark	Env. = Co
P.B. = Plot Book	Env. = Co
pg. = page	Env. = Co
Enc. = Encroachment	Env. = Co
O.L. = On Line	Env. = Co
C.L.F. = Chain Link Fence	Env. = Co
A/C = Air Conditioner	Env. = Co

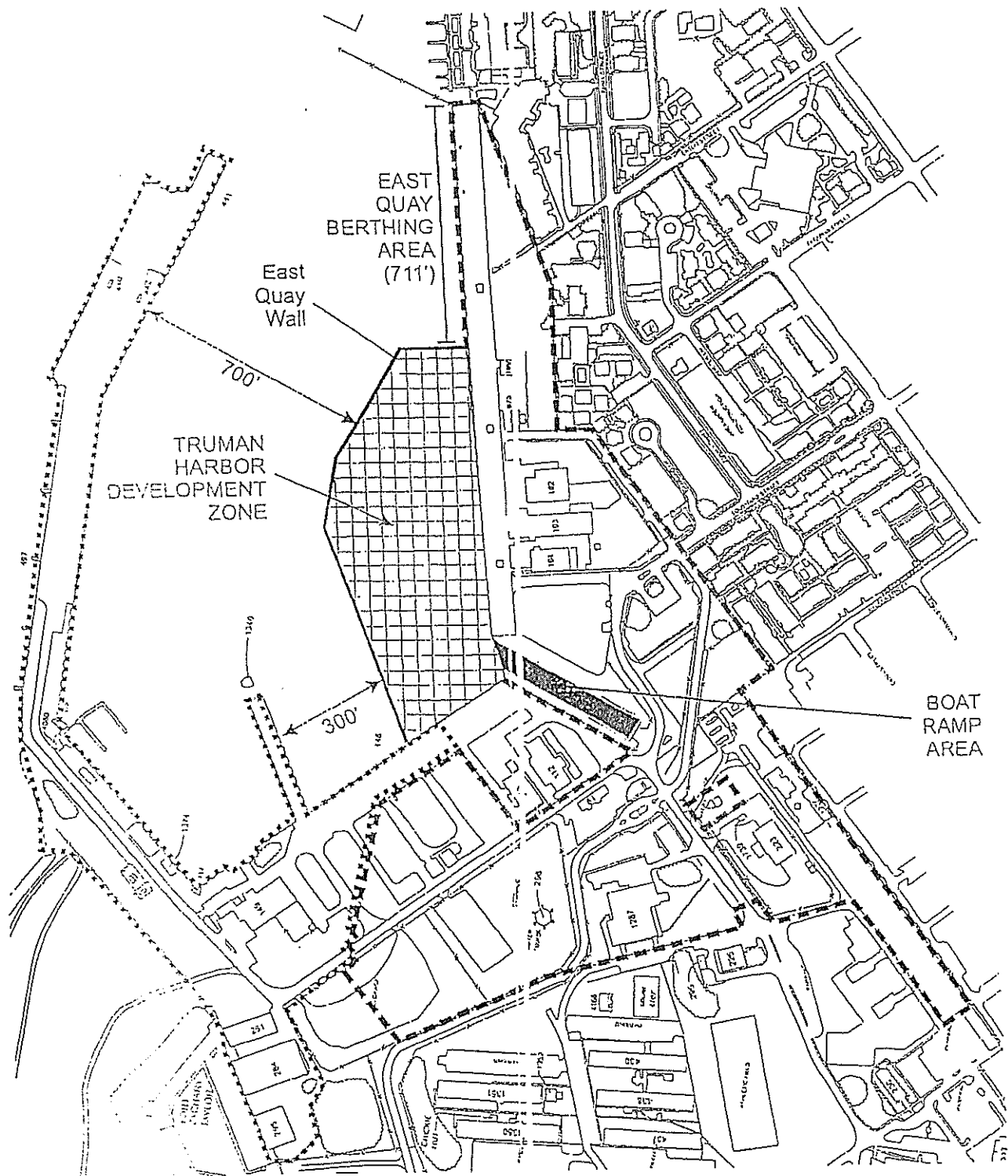
Field Work performed on: 6/10/00

LEGAL DESCRIPTION:
A portion of land and Bay Dot at Key West and the Key West County, Florida, and being more described as follows:
Commence at the Northwest corner of Caroline Street and the So. Right-of-Way line of Grinnell Street; thence N 55°01'41" E along the Extension Northwesterly Right-of-Way line for 50.00 feet to the Northwest corner of the Northwesterly Right-of-Way line of Grinnell Street; thence N 32°58'19" W Northwesterly extension of the Right-of-Way line of Grinnell Street; thence N 02°58'41" E for 281' of Beginning; thence continue 553.07 feet to the Southeast the U.S. Coast Guard Station; thence S 84°01'19" E along the solid St line of the U.S. Coast Guard 45.59 feet; thence S 05°58'41" E along the solid St line of the U.S. Coast Guard 45.59 feet to the Point c Containing 25,214.65 Square more or less

City of Key West (U.S. Navy Acquisition)		Grinnell Street & Trumbo Road, Key West, FL 33040	
BOUNDARY SURVEY		Dwn No. 00-143	
Scale 1"=40'	Plat. 131-82	Field Book No. 2128	Dwn By F.W.F.
Date 5/2/00	Plat. 2nd 2nd 2nd	Field Book No. 2128	Field Book No. 2128

FREDERICK W. FELDERBAUGH
ENGINEER

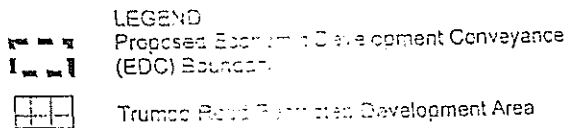
FILE #1338203
 BR#1839 PG#446



- LEGEND
- Proposed East Quay Development Conveyance (EDC) Boundary
 - Area Deferred for Development Conveyance
 - Truman Harbor Development Zone
 - Boat Ramp Area
 - East Quay Wall

Exhibit
 MEMORANDUM OF AGREEMENT
 East Quay Berthing Area, Boat Ramp Area and
 Truman Harbor Development Zone

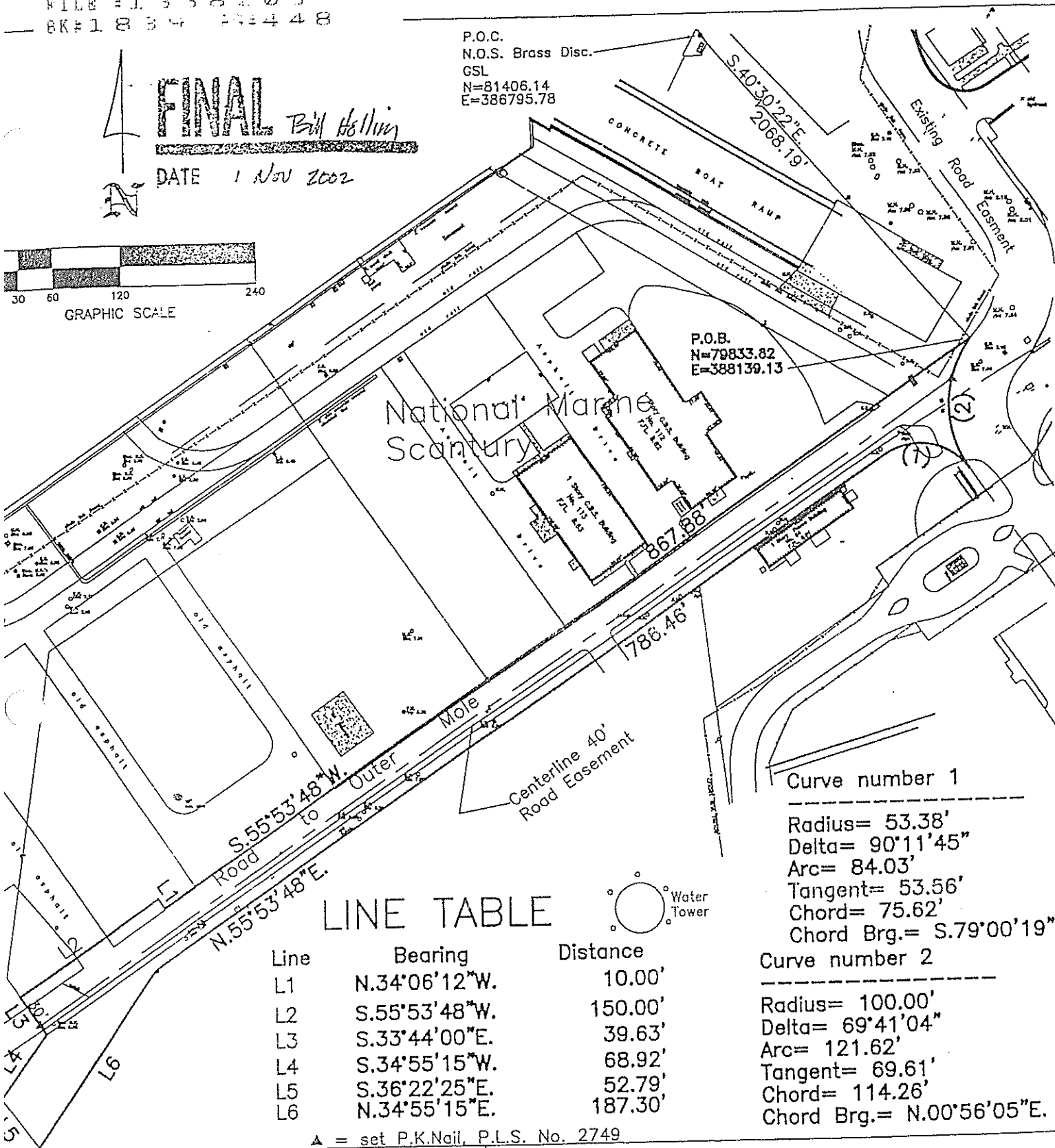
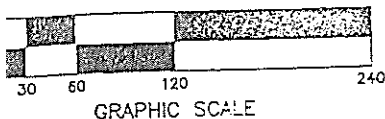
Exhibit "B"



FINAL Bill Holling

DATE 1 Nov 2002

P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78



FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 N. ... Drive
 Suite 101
 Key West, FL 33040
 (305) 133-0468
 Fax: 305 133-1237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Road Easment - 1.20 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

9/4/02: Correct L.D.

9/4/02: Revise Road Layout

Scale: 1"=120'

No.: 02-541

By: F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
ROAD EASEMENT
.07 Acres

FILE #1338203
BK#1839 PG#449

LEGAL DESCRIPTION: Road Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 40°30'22" E for 2068.19 feet to the Point of Beginning; thence S.55°53'48"W., a distance of 867.88 feet; thence N.34°06'12"W., a distance of 10.00 feet; thence S.55°53'48"W., a distance of 150.00 feet; thence S.33°44'00"E., a distance of 39.63 feet; thence S.34°55'15"W., a distance of 68.92 feet; thence S 36°22'25" E a distance of 52.79 feet; thence N 34°55'15" E a distance of 187.30 feet; thence N.55°53'48"E., a distance of 786.46 feet to the point of curvature of a curve to the right, having: a radius of 53.38 feet, a central angle of 90°11'45", a chord bearing of S.79°00'19"E. and a chord length of 75.62 feet; thence along the arc of said curve, an arc length of 84.03 feet to a point on a curve to the right, having: a radius of 100.00 feet, a central angle of 69°41'04", a chord bearing of N.00°56'05"E. and a chord length of 114.26 feet; thence along the arc of said curve, an arc length of 121.62 feet to the Point of Beginning.

Parcel contains 52126 square feet or 1.20 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Road Easement - 1.20 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

9/4/02: Correct L.D.

9/4/02: Revise Road Layout

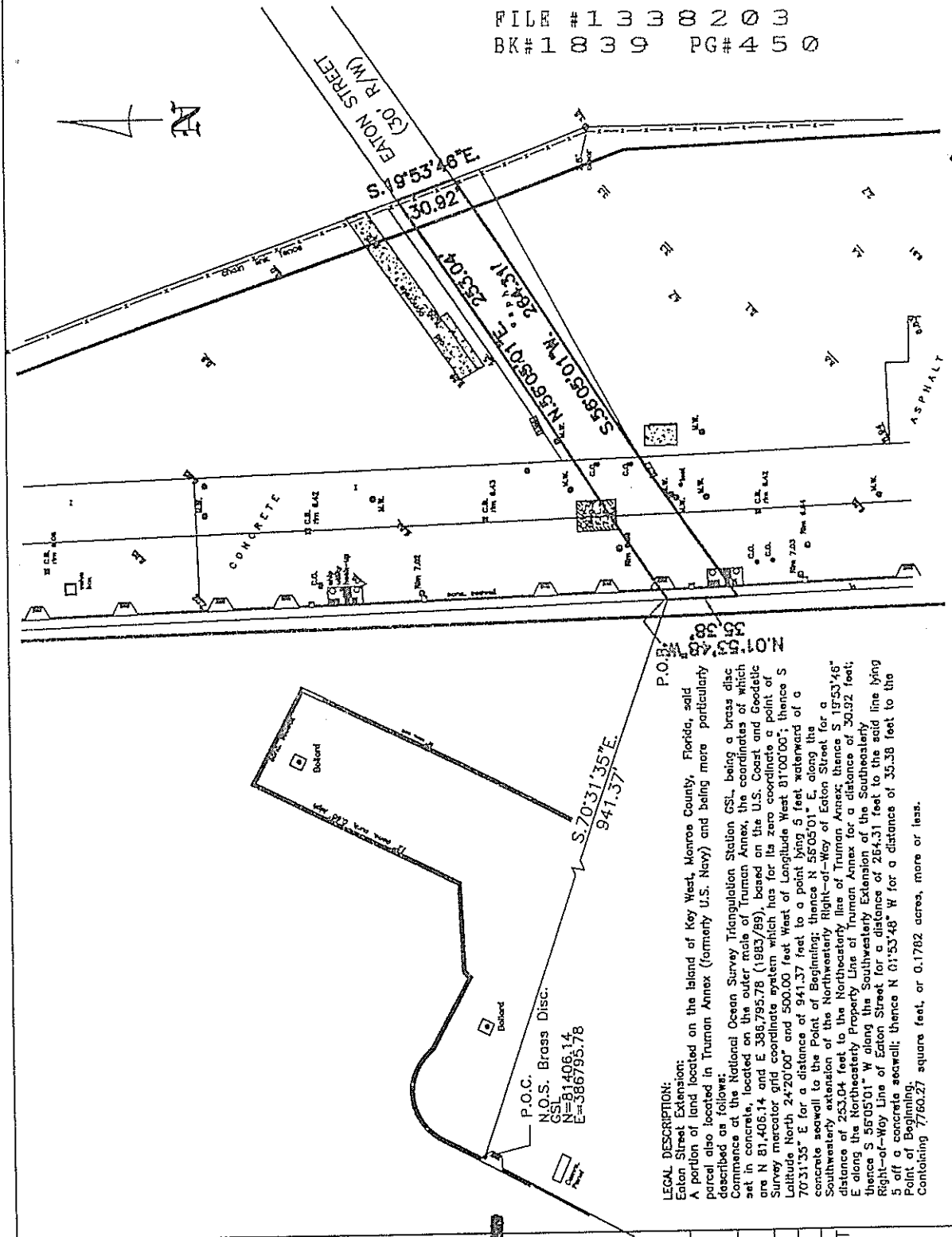
Scale: 1"=120'

Ref.
file

Own No.: 02-541

Own By: F.H.H.

FILE #1338203
BK#1839 PG#450



LEGAL DESCRIPTION:
Eaton Street Extension:
A portion of land located on the island of Key West, Monroe County, Florida, sold parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
Commence at the National Ocean Survey Triangulation Station GSI, being a brass disc set in concrete, located on the outer side of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate a point of Latitude North $24^{\circ}20'00''$ and Longitude West $81^{\circ}00'00''$; thence S $70^{\circ}31'35''E$ for a distance of 941.37 feet to a point lying 5 feet seaward of a concrete seawall to the Point of Beginning; thence N $58^{\circ}05'01''E$ along the Southwesterly extension of the Northwesterly line of Truman Annex for a distance of 253.04 feet to the Northwesterly line of Truman Annex; thence S $19^{\circ}53'46''E$ along the Northwesterly Property Line of Truman Annex for a distance of 30.92 feet; thence S $58^{\circ}05'01''W$ along the Southwesterly Extension of the Southwesterly Right-of-Way Line of Eaton Street for a distance of 264.31 feet to the said line lying 5 feet off a concrete seawall; thence N $01^{\circ}53'48''W$ for a distance of 35.38 feet to the Point of Beginning.
Containing 7,760.27 square feet, or 0.1762 acres, more or less.

FINAL Bill Holling

DATE 1 Nov 2002

REDUCED SCALE

U.S.N. KEY WEST, FLORIDA
Truman Annex

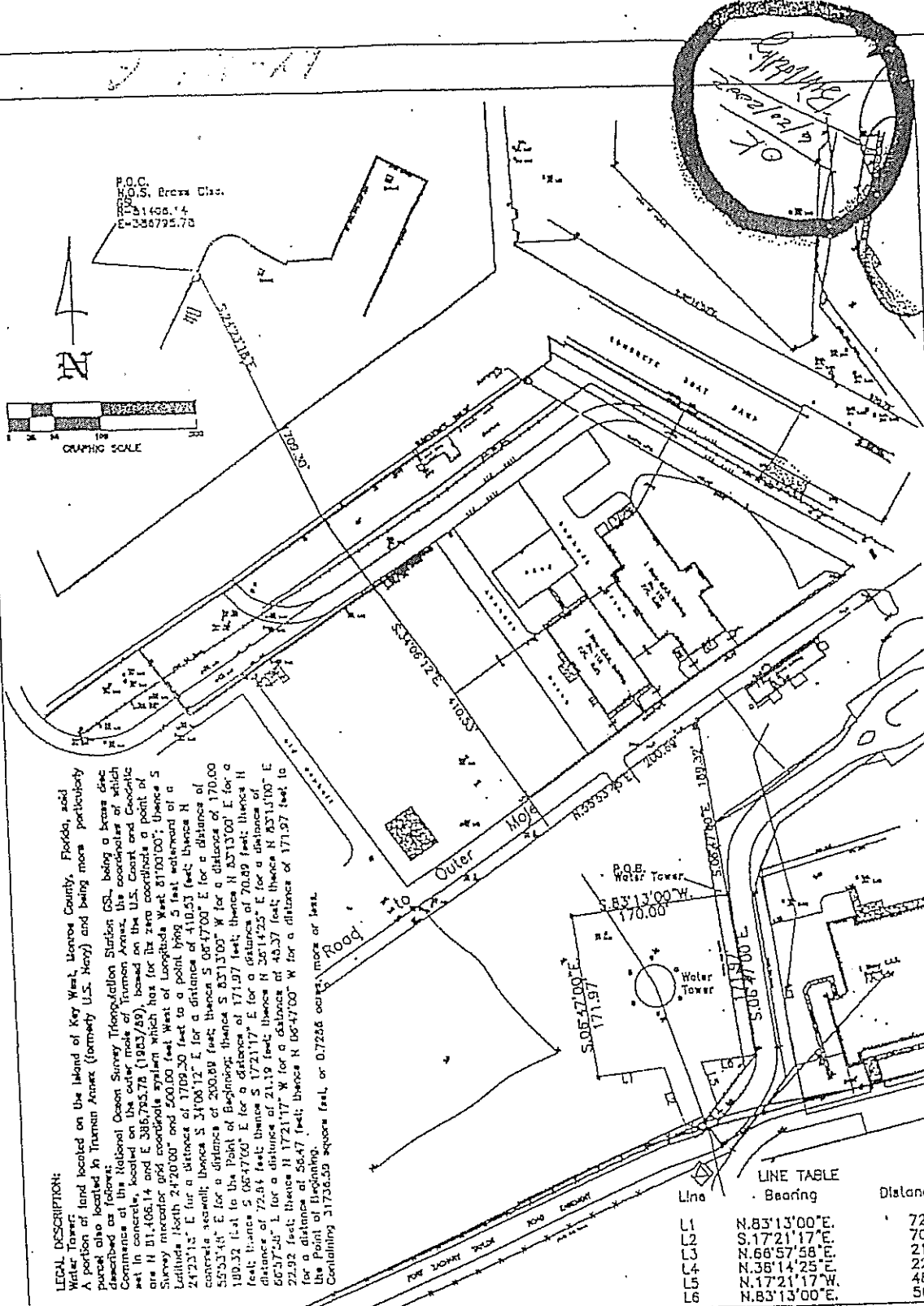
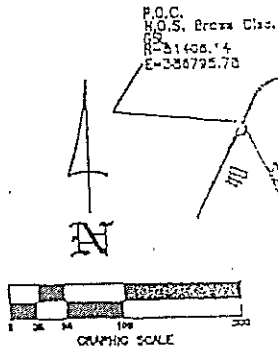
Eaton Street Extension

Scale: 1"=50' Dwn No.: 00-516-TA
Date: 1/22/02

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

EXHIBIT 11



LEGAL DESCRIPTION:
 Water Tower, land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
 Commence at the National Ocean Survey Triangulation Station (S.T. being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81.10614 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian 096 coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and Longitude West 81°00'00"; thence S 24°23'13" E for a distance of 1709.30 feet to a point (bore 5 feet) westward of a concrete seawall; thence S 34°08'12" E for a distance of 410.53 feet; thence N 55°53'46" E for a distance of 200.89 feet; thence S 08°47'00" E for a distance of 170.00 feet; thence S 08°47'00" E for a distance of 171.97 feet; thence N 83°13'00" E for a distance of 72.84 feet; thence S 17°21'17" E for a distance of 70.89 feet; thence N 68°57'58" E for a distance of 21.19 feet; thence S 17°21'17" E for a distance of 22.92 feet; thence N 17°21'17" W for a distance of 48.37 feet; thence N 83°13'00" E for a distance of 56.47 feet; thence N 08°47'00" W for a distance of 171.97 feet to the Point of Beginning.
 Containing 31736.59 square feet, or 0.7286 acres, more or less.

Line	Bearing	Distance
L1	N.83°13'00"E.	72.84'
L2	S.17°21'17"E.	70.89'
L3	N.68°57'58"E.	21.19'
L4	N.38°14'25"E.	22.92'
L5	N.17°21'17"W.	48.37'
L6	N.83°13'00"E.	56.47'

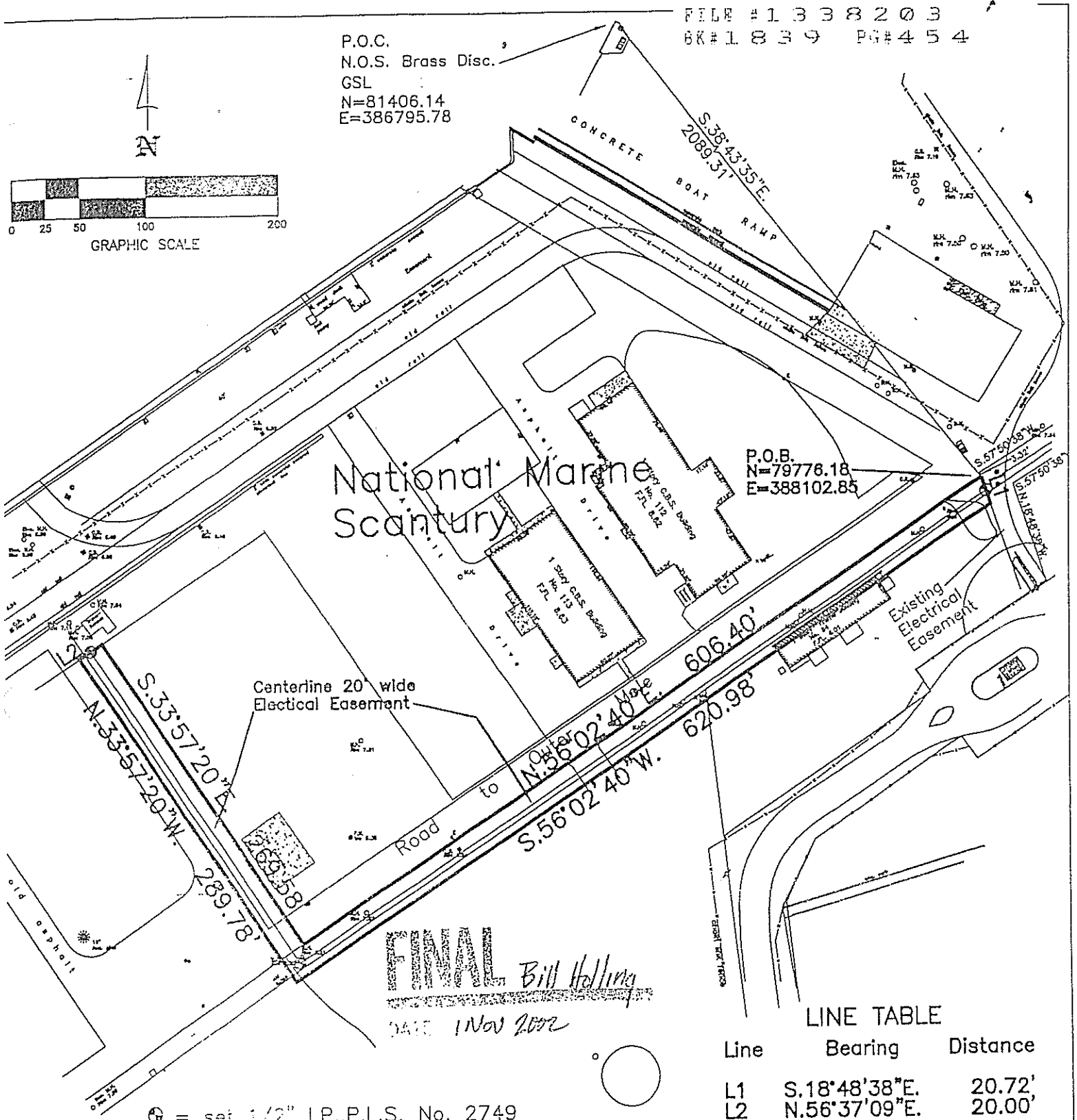
1/22/02: New Water Tank Easement
 U.S.N. KEY WEST, FLORIDA
 Truman Annex
 Water Tank Easement
 Scale: 1"=100' (Per No.: 00-516-TA)
 Date: 1/22/02
 FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR
 3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 283-4168
 Fax: (305) 283-0237

EXHIBIT "G"

P.O.C.
N.O.S. Brass Disc.
GSL
N=81406.14
E=386795.78



GRAPHIC SCALE



FINAL
Bill Holling
DATE 1 Nov 2002

LINE TABLE

Line	Bearing	Distance
L1	S.18°48'38"E.	20.72'
L2	N.56°37'09"E.	20.00'

⊕ = set 1/2" I.P., P.L.S. No. 2749

FREDERICK H. FLDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northshore Drive
Suite 101
Key West, FL 33040
(305) 263-1116
Fax: (305) 263-1117

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Electical Easement - 0.41 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

10/31/02: MADE SURVEY BOLD

Scale: 1"=100'

Doc: 02-541

By: F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
Electrical EASEMENT
0.41 Acres

FILE # 1 3 3 8 2 0 3
BK# 1 8 3 9 PG# 4 5 5

LEGAL DESCRIPTION: Electrical Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows: Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 38°43'35" E for 2089.31 feet to the Point of Beginning; thence S.18°48'38"E., a distance of 20.72 feet; thence S.56°02'40" W., a distance of 620.98 feet; thence N 33°57'20" W., a distance of 289.78 feet; thence N.56°37'09"E., a distance of 20.00 feet; thence S 33°57'20" E, a distance of 269.58 feet; thence N 56°02'40" E a distance of 606.40 feet to the Point of Beginning.
Parcel contains 17,867.35 square feet or 0.41 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 35810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax: (305) 293-0237

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Electrical Easement - 0.41 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

Scale: 1"=100'
Date: 8/20/02

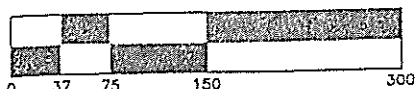
Ref.
file

Dwn No.: 02-541

Dwn. By: F.H.H.

P.O.C.
 M.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78

FILE #1338203
 BK#1839 PG#456



GRAPHIC SCALE

National Marine
 Sanctuary

P.O.B.
 N=79968.98
 E=388414.12

Centerline 20'
 wide Sewer Easement



LINE TABLE

Line	Bearing	Distance
L1	S.33°54'27"E.	20.02'
L2	N.34°55'15"E.	27.75'
L3	N.33°57'20"W.	10.00'

FINAL

Bill Hollings

DATE 1 Nov 2002

⊙ = Set 1/2" I.B., P.L.S. No. 2749

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0466
 Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Sewer Easement - 0.62 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

Scale: 1"=150'

Ref.
 file

Dwn No.: 02-541

Date: 8/20/02

Dwn. By: F.H.H.

TRUMAN ANNEX
NAF-KEY WEST, FLORIDA
SEWER EASEMENT
0.62 Acres

FILE #1338203
BK#1839 PG#457

LEGAL DESCRIPTION: Sewer Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 48°23'37" E for 2164.36 feet to the Point of Beginning; thence S.33°54'27" E., a distance of 20.02 feet; thence S 58°37'37" W a distance of 423.37 feet; thence S 56°02'40" W a distance of 924.63 feet; thence N 34°55'15" E a distance of 27.75 feet; thence N 33°57'20" W a distance of 10.00 feet; thence N 56°02'40" E a distance of 899.15 feet; thence N 58°37'37" E a distance of 422.93 feet to the Point of Beginning.

Parcel contains 26572 square feet or 0.62 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown herein.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Sewer Easement - 0.62 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

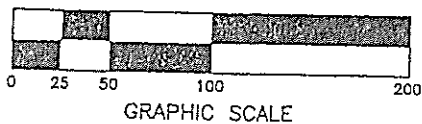
Scale: 1"=150'

Ref.
file

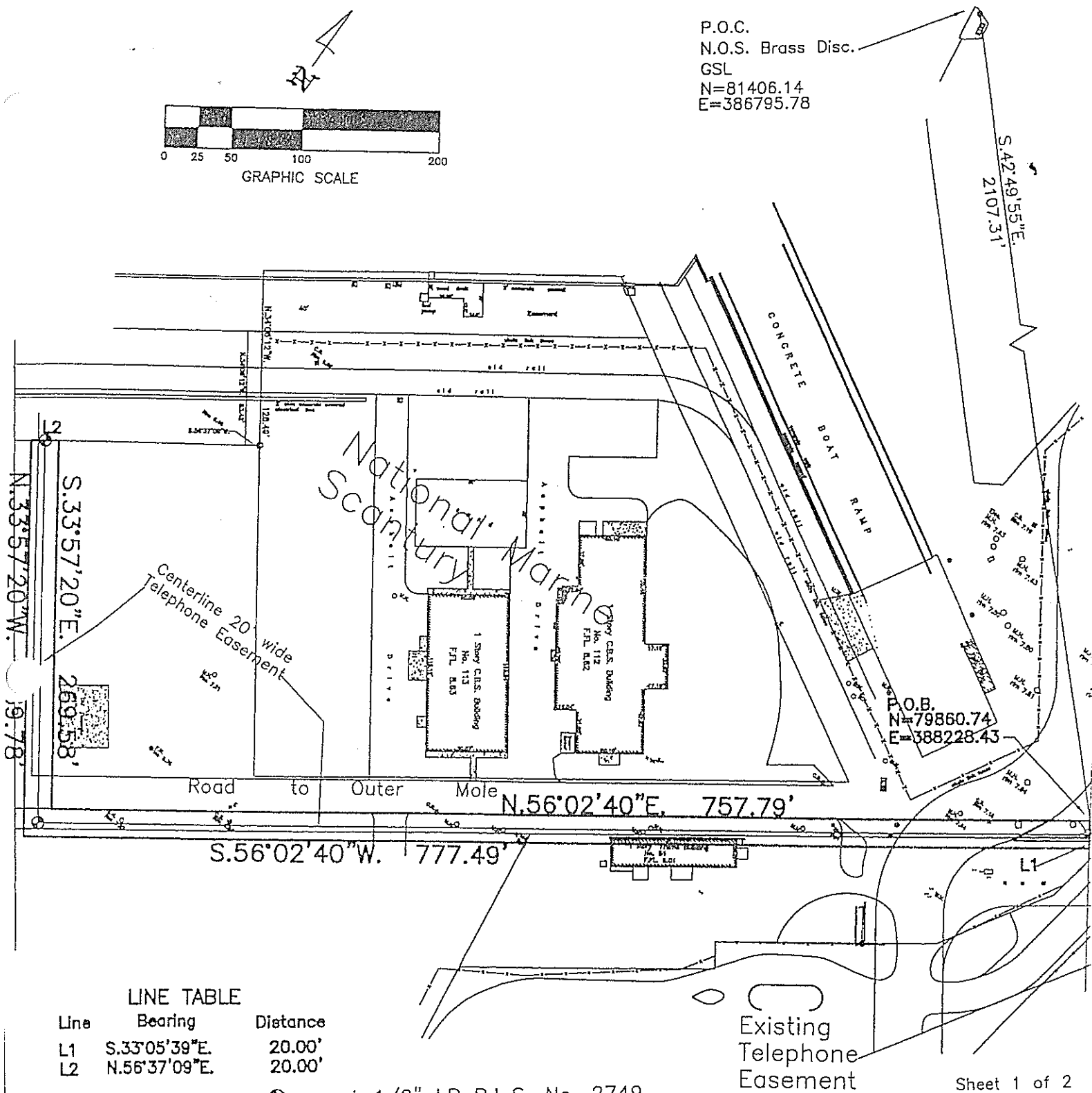
Own No.: 02-541

Date: 8/20/02

Own. By: F.H.H.



P.O.C.
N.O.S. Brass Disc.
GSL
N=81406.14
E=386795.78



LINE TABLE

Line	Bearing	Distance
L1	S.33°05'39"E.	20.00'
L2	N.56°37'09"E.	20.00'

⊙ = set 1/2" I.P., P.L.S. No. 2749

Sheet 1 of 2

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Telephone Easement - 0.48 Ac.

REVISIONS AND/OR ADDITIONS

FINAL

Scale: 1"=100'

Ref. file

Dwn No.: 02-541

Date: 8/20/02

Dwn. By: F.H.H.

Paul Hildebrandt

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
TELEPHONE EASEMENT
0.48 Acres

FILE #1338203
BK#1839 PG#459

LEGAL DESCRIPTION: Telephone Easement:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows: Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 42°49'55" E for 2107.31 feet to the Point of Beginning; thence S 33°05'39" E., a distance of 20.00 feet; thence S 56°02'40" W., a distance of 777.49 feet; thence N 33°57'20" W., a distance of 289.78 feet; thence N 56°37'09" E., a distance of 20.00 feet; thence S 33°57'20" E, a distance of 269.58 feet; thence N 56°02'40" E a distance of 757.79 feet to the Point of Beginning.

Parcel contains 20,946.34 square feet or 0.48 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6 Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Sheet 2 of 2

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 N. Highway Drive
Suite 101
Key West, FL 33040
(305) 281-1111
Fax: (305) 281-1237

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Telephone Easement — 0.48 Ac.

REVISIONS AND/OR ADDITIONS

Scale: 1"=100'

Draw No: 02-541

Date: 8/20/02

By: F.H.H.

LINE TABLE

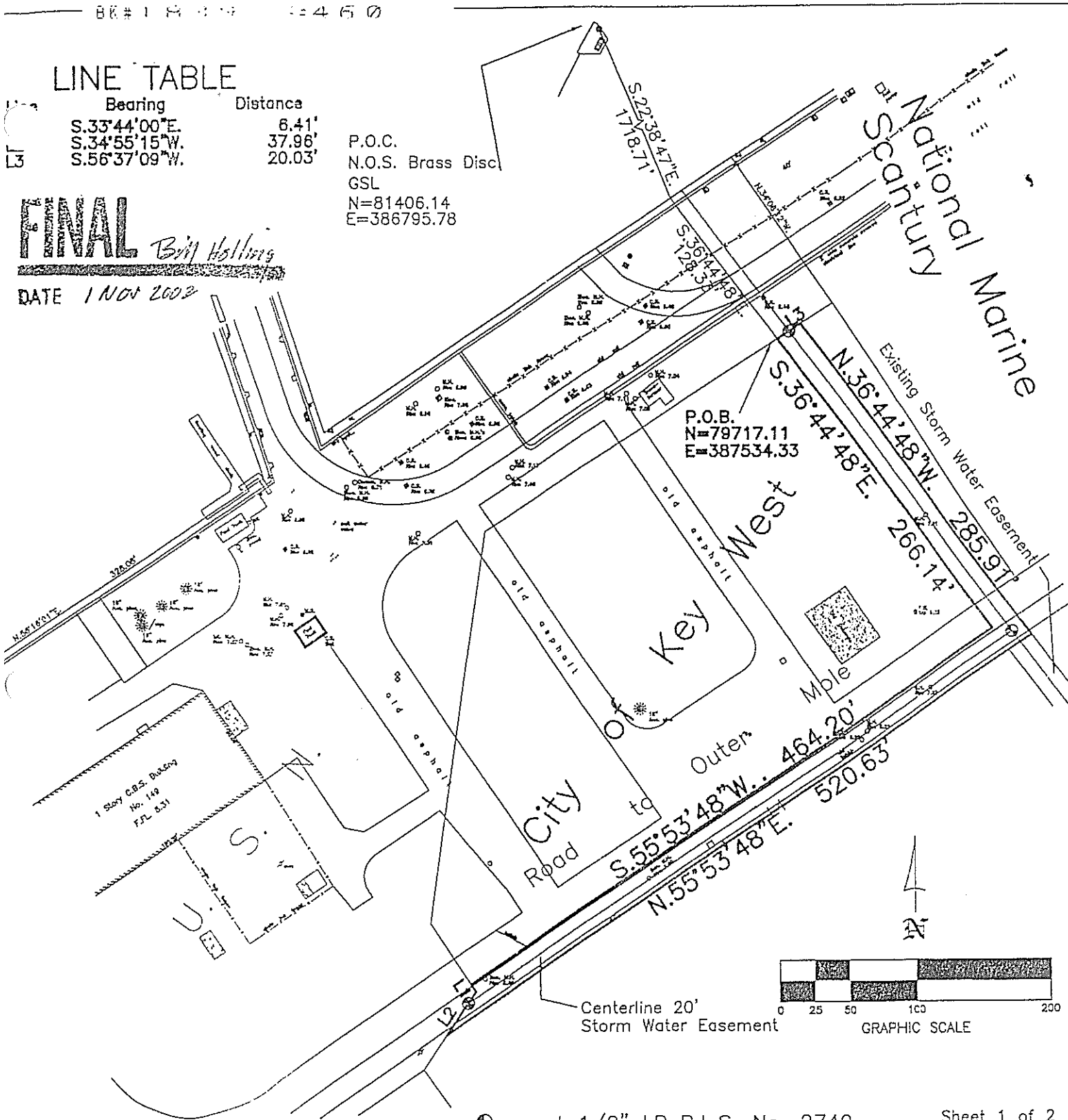
Bearing	Distance
S.33°44'00"E.	8.41'
S.34°55'15"W.	37.96'
S.56°37'09"W.	20.03'

P.O.C.
 N.O.S. Brass Disc
 GSL
 N=81406.14
 E=386795.78

FINAL

Bill Holling

DATE 1 NOV 2002



⊕ = set 1/2" I.P., P.L.S. No. 2749

Sheet 1 of 2

FREDERICK H. FLDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Normandie Drive
 Suite 101
 Key West, FL 33040
 (305) 233-1000
 Fax: (305) 233-1001

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Storm Water Easement 1 - 0.35 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

9/4/02: Revise L.D.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
STORM WATER EASEMENT 1
0.35 Acres

FILE #1338203
BK#1839 PG#461

LEGAL DESCRIPTION: Storm Water Easement1:

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 22°38'47" E for 1718.71 feet to a point lying 5.00 feet off a concrete seawall; thence S 36°44'48" E for a distance of 128.33 feet to the Point of Beginning; thence continue S.36°44'48"E., a distance of 266.14 feet; thence S.55°53'48" W., a distance of 464.20 feet; thence S 33°44'00" E., a distance of 6.41 feet; thence S 34°55'15" W, a distance of 37.96 feet; thence N.55°53'48" E., a distance of 520.63 feet; thence N 36°44'48" W a distance of 285.91 feet; thence S 56°37'09" W a distance of 20.03 feet to the Point of Beginning.

Parcel contains 15255 square feet or 0.35 acres, more or less.

Sheet 2 of 2

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Storm Water Easement 1 - 0.35 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

9/4/02: Revise L.D.

Scale: 1"=100'

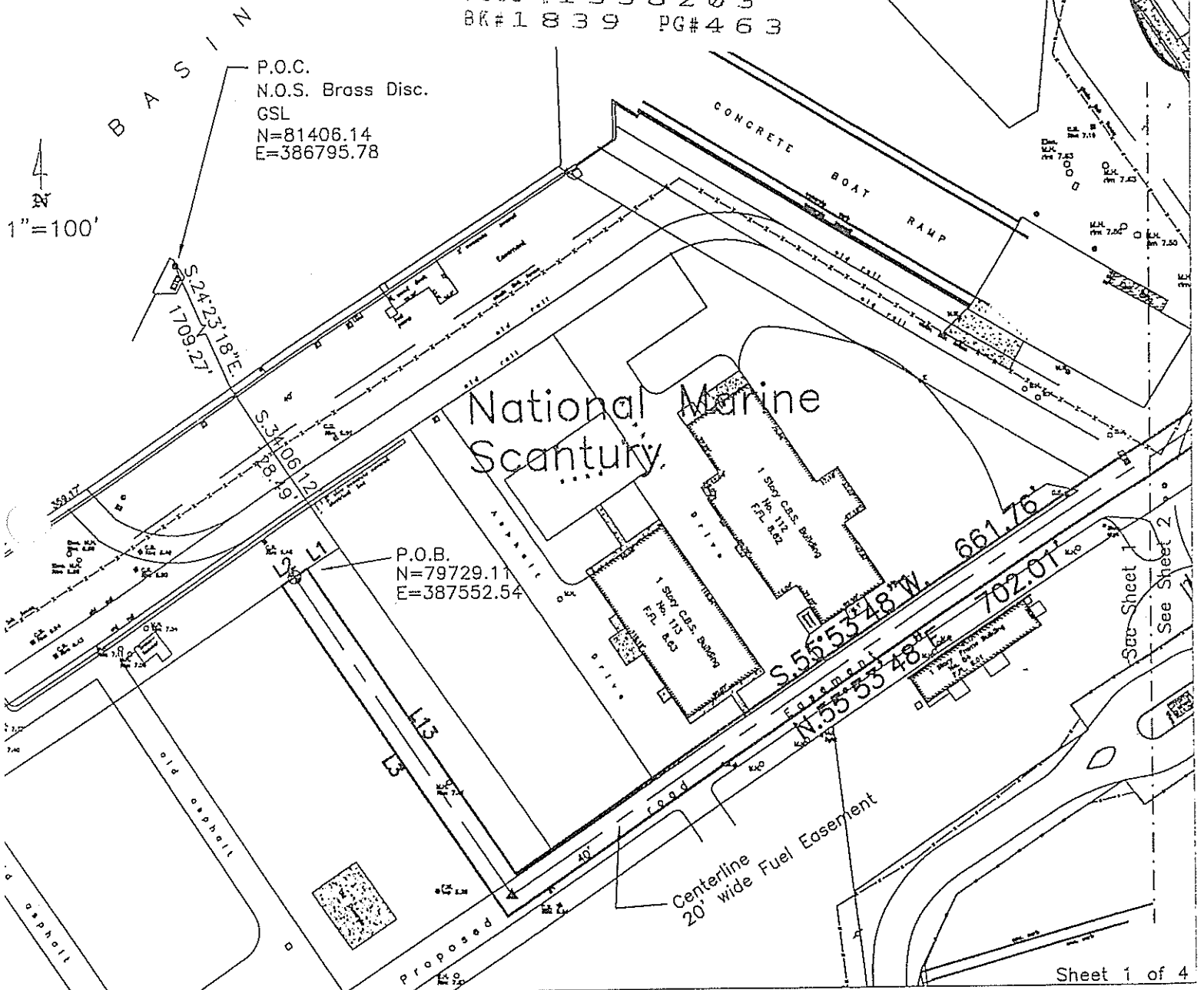
Ref.
file

Dwn No.: 02-541

LINE TABLE

Line	Bearing	Distance
L1	S.56°37'09"W.	25.23'
L2	S.56°37'09"W.	20.00'
L3	S.33°22'51"E.	262.63'
L13	N.33°22'51"W.	242.38'

FILE #1338203
BK#1839 PG#463



FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

FINAL

Bill Hildebrandt

Scale: 1"=100'

Ref. file

Dwn No.: 02-541

Date: 8/29/02

Dwn. By: F.H.H.

Sheet 1 of 4

LINE TABLE

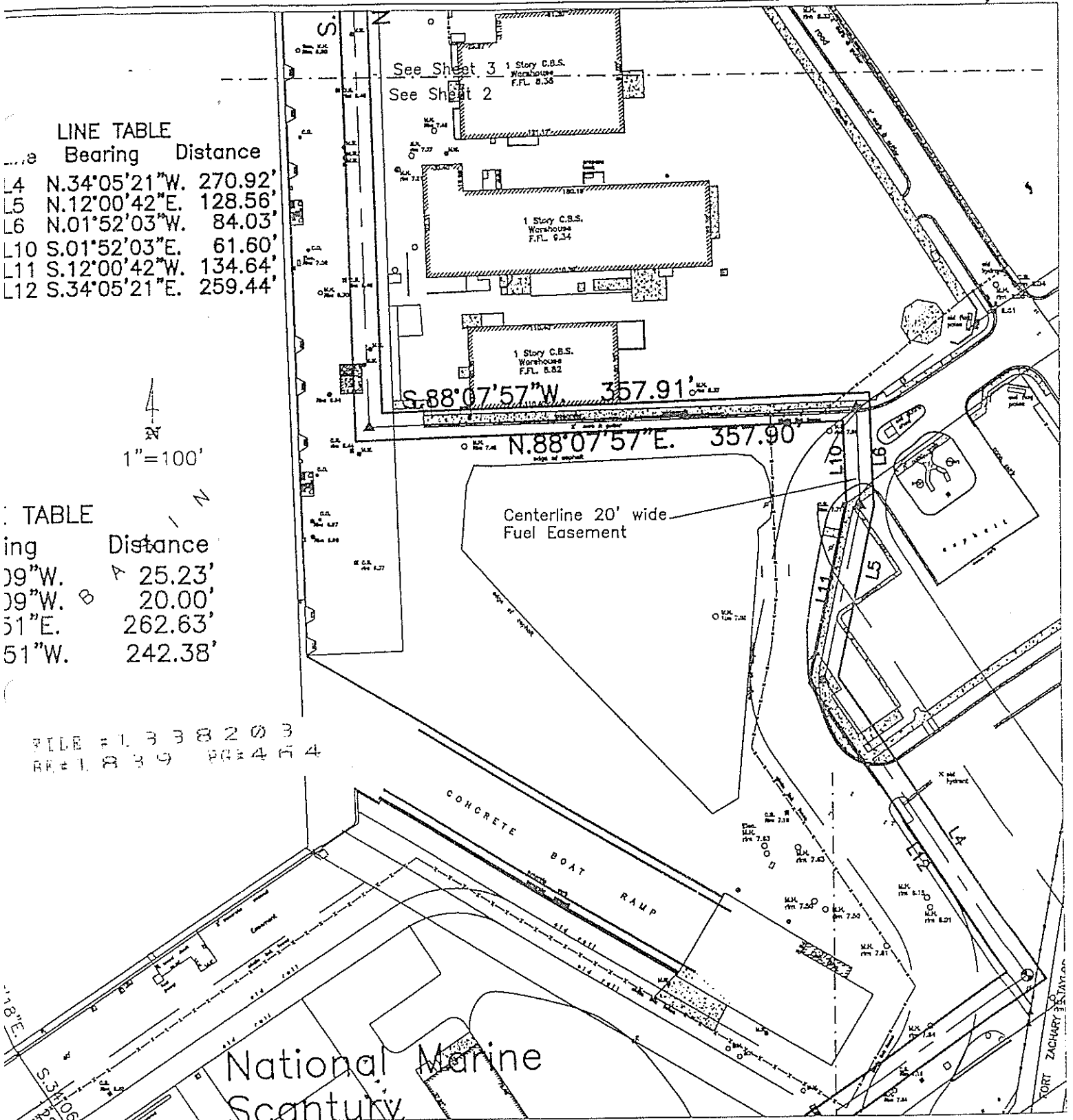
Bearing	Distance
L4 N.34°05'21"W.	270.92'
L5 N.12°00'42"E.	128.56'
L6 N.01°52'03"W.	84.03'
L10 S.01°52'03"E.	61.60'
L11 S.12°00'42"W.	134.64'
L12 S.34°05'21"E.	259.44'

1"=100'

TABLE

Bearing	Distance
09"W.	25.23'
09"W.	20.00'
51"E.	262.63'
51"W.	242.38'

FILE # 1 3 3 8 2 0 3
 BK # 1 8 3 9 PG # 4 of 4



FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 293-0466
 Fax: (305) 293-0237

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Sheet 2 of 4

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1"=100'

Ref. file

Dwn No.: 02-541

Date: 8/29/02

Dwn. By: F.H.H.

FILE # 1338203
 BK# 1839 PG# 455

LINE TABLE

Line	Bearing	Distance
L7	N.56°05'01"E.	183.41'
L8	N.19°53'46"W.	20.61'
L9	S.56°05'01"W.	199.49'

1"=100'

Centerline 20' wide
 Fuel Easement

1 Sty.
 C.B.S.
 Building
 P.F.L. 7.26

See Sheet 3
 See Sheet 2
 1 Story C.B.S.
 Warehouse
 P.F.L. 8.36

Sheet 3 of 4

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 293-1474
 Fax: (305) 293-1475

Truman Annex, NAF Key West, Florida
 Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1"=100'

NO. 02-541

Date: 8/29/02

F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
FUEL LINE EASEMENT

1.27 Acres LEGAL DESCRIPTION: Fuel Line:

FILE # 1338203
BK# 1839 PG# 466

Prepared by undersigned:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows; Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 24°23'18" E for a distance of 1709.27 feet to a point lying 5.00 feet waterward of a concrete seawall; thence S 34°06'12" E for a distance of 128.49 feet; thence S.56°37'09"W., a distance of 25.23 feet to the Point of Beginning; thence S.56°37'09"W., a distance of 20.00 feet; thence S.33°22'51"E., a distance of 262.63 feet; thence N.55°53'48"E., a distance of 702.01 feet; thence N.34°05'21"W., a distance of 270.92 feet; thence N.12°00'42"E., a distance of 128.56 feet; thence N.01°52'03"W., a distance of 84.03 feet; thence S.88°07'57"W., a distance of 357.91 feet; thence N.01°53'48"W., a distance of 792.52 feet; thence N.56°05'01"E., a distance of 183.41 feet to the Southwesterly Right-of-Way Line of Eaton Street; thence N.19°53'46"W., and along the said Southwesterly Right-of-Way Line of Eaton Street a distance of 20.61 feet; thence S.56°05'01"W., and leaving the said Southwesterly Right-of-Way line of Eaton Street a distance of 199.49 feet; thence S.01°53'48"E., a distance of 823.59 feet; thence N.88°07'57"E., a distance of 357.90 feet; thence S.01°52'03"E., a distance of 61.60 feet; thence S.12°00'42"W., a distance of 134.64 feet; thence S.34°05'21"E., a distance of 259.44 feet; thence S.55°53'48"W., a distance of 661.76 feet; thence N.33°22'51"W., a distance of 242.38 feet to the Point of Beginning. Parcel contains 55228 square feet or 1.27 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT

Professional Land Surveyor & Mapper No. 2749

Professional Engineer No. 36810

State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Sheet 4 of 4

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 281-1111
Fax (305) 281-1111

Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

Scale: 1"=100'

02-541

Date: 8/20/02

B. F. H.

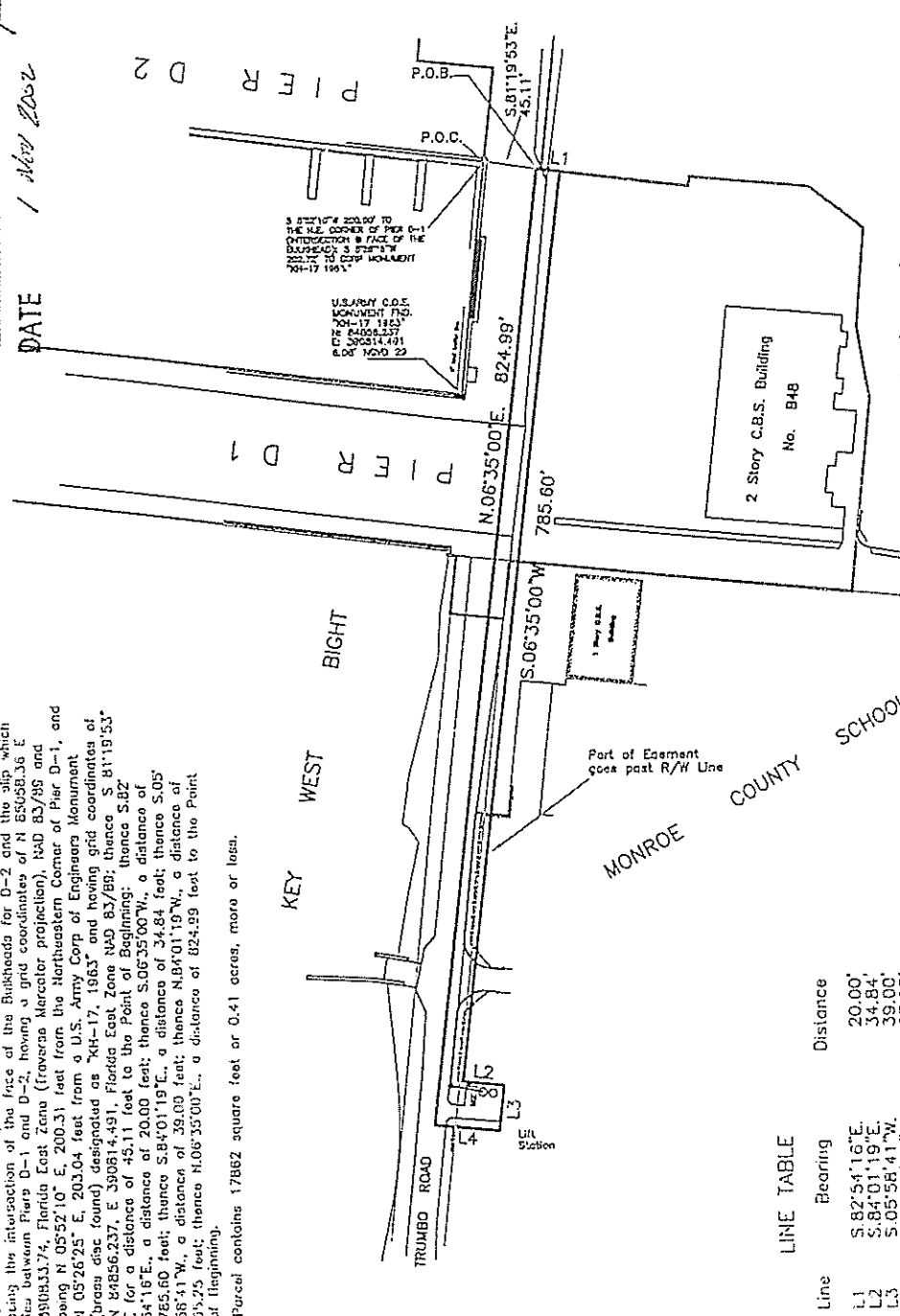
1. 2. RESOLUTION: Sanitary Easement

Proposed by Underwriter

3. A lot tract or part of land lying and being in Section 30, Township 67 South, Range 25 East, Key West, Monroe County, Florida and being known as Piers D-1, D-2, & D-3, and adjacent lands, at Trumbo Point, of the United States Key West Naval Base Annex and being more particularly described as follows: Commence at a point which is the Southeast corner of Pier D-1, being the intersection of the face of the Bulkhead for D-2 and the slip which lies between Piers D-1 and D-2, having a grid coordinate of N 85088.36 E 390833.74, Florida East Zone (Transverse Mercator projection), NAD 83/85 and being N 05°52'10" E, 200.31 feet from the Northeast corner of Pier D-1, and being N 05°26'25" E, 203.04 feet from a U.S. Army Corp of Engineers Monument (brass disc found) designated as "KH-17, 1963" and having grid coordinates of N 84856.237, E 390814.491, Florida East Zone NAD 83/85; thence S 81°19'53" E for a distance of 43.11 feet to the Point of Beginning; thence S 02°54'16" E, a distance of 20.00 feet; thence S 06°35'00" W, a distance of 785.60 feet; thence S 84°01'19" E, a distance of 34.84 feet; thence S 05°58'41" W, a distance of 39.00 feet; thence N 06°35'00" E, a distance of 824.99 feet to the Point of Beginning.

Parcel contains 17862 square feet or 0.41 acres, more or less.

DATE 1 Nov 2002
 Bill Helting



REDUCED SCALE

U.S.N. KEY WEST, FLORIDA
 Trumbo Point

Sanitary Easement

Scale: 1" = 100' Dwn No.: 00-516-TP
 Date: 12/17/00

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, FL 32013
 (305) 293-0566
 Fax: (305) 293-0837