

**THE CITY OF KEY WEST
PLANNING BOARD
Staff Report**



To: Chairman and Planning Board Members

From: Nicole Malo, Planner II

Through: Donald L. Craig, AICP, City Planner and Director of Community Development Services

Meeting Date: March 20, 2014

Agenda Item: Major Development Plan and Conditional Use – Truman Waterfront (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866) An application for a Major Development Plan and Conditional Use for the development of the Truman Waterfront parcel located in the Historic Public Service and Semipublic Service -1 (HPS-1), Historic Medium Density Residential (HMDR), Historic Residential Commercial Core – 4 (HRCC-4) and the Historic Neighborhood Commercial – 2 (HNC-2) zoning districts pursuant to Section 108-91(A.)(2.)b. and c. and 122-61 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida

Request: Consideration of the Truman Waterfront Park Master Plan, to develop 28 acres of scarified land transmitted from the US Navy to the City in 2002. The Development Plan establishes development phases for up to 10 years. The Conditional Use request is to use portions of the repurposed historic Navy Building 103 as a restaurant.

Applicant: Bermello Ajamil, LLC

Property Owner: City of Key West

Location: Truman Waterfront Parcel
RE# 00001630-001000, AK 9038855 and RE# 00001630-001100, AK# 9038866

Zoning: Historic Public Service and Semipublic Service District – 1 Truman Waterfront (HPS-1)
Historic Medium Density Residential (HMDR)
Historic Residential Commercial Core – 4 Truman Waterfront (HRCC-4)
Historic Neighborhood Commercial – 2 (HNC-2)

Background:

The proposed Truman Waterfront Park Master plan is a result of over 15 years of planning with input from the public at community and joint agency meetings, the Navy, the Bahama Village Redevelopment Advisory Committee (BVRAC), the Truman Waterfront Advisory Board (TWAB), and the various City Commissions sitting as the Naval Properties Land Redevelopment Agency (LRA).

The entire property, known as the Truman Waterfront (TW) Parcel, was planned for transfer from the Navy to City ownership through the Base Reuse and Alignment (BRAC) process that began in 1995. As part of the BRAC process in 1997 the BRAC Master Plan was adopted with detailed land uses for the property (Exhibit 1 - 1997 the BRAC Master Plan). To date the 1997 BRAC Master Plan has been used as the backbone that has formed all of the former and current Master Plans. Although the proposed locations for the uses may have migrated around the site, most of the uses contemplated remain within the Master Plan or somewhere on the TW Parcel today. Subsequently in 1999 the Land Development Regulations for the five different zoning districts each with distinct allowed uses and bulk regulations that currently make up the property were adopted from the Base Reuse Plan. The City and Navy then agreed upon and signed a Memorandum of Understanding (MOU), a Memorandum of Agreement and finally the Quit Claim Deed in 2002 and the property was transferred through the Economic Development Conveyance. All three of the agreements contain development restrictions for how the property is to be developed (See Exhibit 2 -2002 MOU and Quit Claim Deed). The proposed Master Plan has been fully coordinated and developed with input from the Naval Air Station Key West office and is in compliance with the land use controls and restrictions listed in the conveyance documents. The original TW Parcel contemplated for transfer was 50 acres; however upon final transfer the battery property along Fort Street and the Mole Pier were withdrawn leaving the 32.31 acres of upland and Marina development rights within Truman Harbor Development Zone to the City. Additionally, since 2013 the Navy has restricted the City's right to construct a marina within the Truman Harbor Development Zone for security and training purposes.

At the October 2, 2007 election the voters of the City of Key West elected to lease 4 acres of the Truman Waterfront Parcel for a mixed income assisted and independent living facility for senior citizens (Resolution 07-09). Subsequently, the City went through the public bidding process and contracted with private developers for the marina and portions of the remaining upland areas (Exhibit 3 - Meisel & Spottswood Conceptual Plan). Other plans were brought forward around this time for the development of the remaining 6.6 acres of the site within the HPS-1, HNC-2 HCL zoning districts that never materialized. It was also at this time that the Bahama Conch Community Land Trust (BCCLT), that managed the Bahama Village Community Redevelopment Area, which overlaps the boundary of the Truman Waterfront Parcel, was absolved via Resolution 08-225. The following year the Bahama Village Redevelopment Advisory Committee (BVRAC) and the Truman Waterfront Advisory Board (TWAB) were created.

On April 24, 2010, after several plans for the development of the remaining Truman Waterfront (TW) Parcel had failed, including the Meisel & Spottswood plan for the Truman Harbor Marina and upland area, a joint public meeting was held between the BVRAC, TWAB, and the LRA at

the Frederic Douglas Gym in Bahama Village to build consensus for the use of the remaining 6.6 acres. The 6.6 acre area was previously considered as a third development site with economic development potential for the Bahama Village Redevelopment Area; although the discussion evolved into consideration of uses for the entire Truman Waterfront Parcel site. A professional mediator facilitated the process and significant input was gathered from the neighbors, community members and government officials. As a result of that meeting the City Commission adopted Resolution 10-265 (Exhibit 4 - Resolution 10-265) containing the Facilitators Summary Report and eleven guidelines for development of the property. Most importantly as a result of the meeting it was decided that the remainder of the TW Parcel not encumbered by the assisted living facility would be planned as a whole. The eleven area development guidelines that were adopted read as follows:

- The 6.6 acres shall be reintegrated with, and considered part of the overall Truman Waterfront.
- Development of the "6.6-acre parcel" is completed to maximize its integration into and for the economic benefit of the adjacent Bahama Village neighborhood.
- The former Navy galley building shall be repaired (Bldg. 1287, 17,500 sq. ft.) or a new one be constructed to house a multi-use community center with possible future expansion capacity.
- Outdoor multiple use recreation complexes shall be created on the Truman Waterfront and shall remain in City ownership and not subject to long term leases. The complexes shall include but not be limited to a multiple purpose recreational field with minimal dimensions of 110 yards by 70 yards but not less than 1.6 acres in size and recreation basketball courts.
- The Truman Waterfront Advisory Board expresses its support for Resolution 09-057.
- Limited commercial areas shall be developed in conjunction with a workforce housing component. The commercial space may be utilized by neighborhood orientated type businesses including but not limited to local artists, fishermen, and entrepreneurs or as an open market space.
- A community park and community garden component shall be created that showcases Key West history and the Key West African American heritage.
- All development shall be constructed in accordance with Florida Statute 255.2575(2),
- Any and all development shall be economically viable and enhance the existing Tax Increment Funding District (TIF), and provide economic opportunities to all the citizens of Key West.
- Development shall encourage access to and use of the property by biking or walking,
- The TWAB recommends that development of this project be a joint effort between both the City and private entities.

Comprehensive Plan Policy 1-1.6.4: Truman Waterfront Organizing Elements supports the above desired uses in addition to providing for all new development and redevelopment within the Truman Waterfront Parcel to be consistent with the following key organizing elements:

1. Recreation and open space linked through landscaped multimodal green ways and view corridors with multiple access points connecting the large park and recreational area on the northwestern portion of the site.
2. Uninterrupted public access to the waterfront through a wide promenade along the full length of the harbor.

3. Landscaped and hardscaped areas which are well-lit and designed to provide a safe area for use by a diverse mix of recreational users.
4. Affordable housing, neighborhood retail and social service uses which function as an extension of the neighborhood fabric of Bahama Village.
5. Educational and historical activity nodes.
6. Expanded use of the portions of the Truman Waterfront property for port activities.
7. Multiple ingress/egress points into the Truman Waterfront property.
8. High profile green design and livability principles, including but not limited to the International Dark Sky Association, the National Complete Streets Coalition, and highest level green building certifications.

As a result the City went through the public procurement process and hired the design consultant of Bermello Ajamil and Partners at the end of 2011 to design a public park. Shortly afterwards in April of 2012 the LRA were presented with several Design Programs for how best to fit the most desired uses within the unique space of the Park. The Design Program Element that was adopted through Resolution 12-129 by the LRA has been used to configure the Master Plan as proposed (Exhibit 5 – Resolution 12-129). Later that summer after design planning and public vetting through the TWAB on July, 2012 (Revised July 25) the Truman Waterfront Park Master Plan was recommended to the LRA for approval by BVRAC and TWAB. On October 18, 2012 the City Commission sitting as the LRA approved the final iteration of the Master Plan (Exhibit 6 - BVRAC, TWAB and LRA Adopted Master Plan. Resolution 12-285). Although not all of the requested Development Guidelines could be fulfilled on the limited Park site, every effort was made to accommodate as many needs as possible while retaining ample open space.

Following the adoption of the Master Plan staff and the design consultants met with public interest groups such as the Arts Council and its subsidiaries, the Police Athletic League and the Police Cavalry Unit, American Youth Soccer Organization (AYSO), the Boys and Girls Club and other afterschool programs, TAMPOA, the State Parks Organization and other adjacent property owners, and relevant City staff to review the Master Plan (Exhibit 7 - Focus Group datum). On January 14, 2013 the consultant submitted an application for Major Development Plan (Exhibit 8 - 2013 Development Plan) and variance request for bicycle substitution to the Planning Department. The Development Review Committee (DRC) reviewed the Major Development Plan and Variance at a special meeting held on January 31, 2013. The plans were amended based on the DRC comments and are also incorporated into this report although no significant concerns were brought up (Exhibit 9 - DRC Minutes 20130131). On March 4, 2013 the Master Plan was transmitted to the Navy, in order to begin a preliminary 90 day review period. The Navy's response was received on June 6, 2013 with twenty comments. The City responded to the Navy's comments on January 31, 2104 (Exhibit 10 - Navy Response Letter and City Response to Navy). The Plans were amended and several conditions proposed as part of this development plan request to address the Navy's concerns. Coordination efforts have been ongoing regarding the Plans and timeline for adoption. Following adoption the Major Development Plan, Conditional Use and Variance will again be sent to the US Navy for the mandated 90 day review period. With the preliminary 90 day review by the US Navy already completed, the response time and approval for construction is expected to be shortened.

Additionally, as contemplated in the Base Reuse Plan and Master Plan adopted by the LRA, the Land Development Regulations (LDR's) for the Historic Public Service (HPS) zoning district were amended to allow restaurants and food service facilities associated with recreational activities. In addition changes to the HRCC-4 zoning district were adopted to allow Cultural and Civic Uses which were are presently allowed as of right in the PS and HPS zoning districts. The amendments were adopted by the City Commission on December 3, 2013. Concurrently a Comprehensive Plan amendment was also adopted in order to update the land uses allowed within the HRCC-4 land use district to create lower impact uses compatible with public parks. The DEO posted the Final Order for the changes to the comprehensive Plan and LDR's on February 28, 2014 and they are in the final days of the appeal period that will expire by March 21, 2014 (Exhibit 11- DEO Final Order Ordinance 13-25).

Based upon the state review and adoption timeline for the above mentioned Comprehensive Plan and LDR amendments the DRC reviewed the Conditional Use request for the restaurant at a publicly noticed meeting held on March 14, 2014 (Exhibit 12 - DRC Minutes 20140314). The restaurant is proposed to be located in Navy Building 103 with an indoor and outdoor seating area limited to 316 seats. The resulting DRC comments regarding the Conditional Use did not affect the proposed Plans, but have been incorporated into several conditions of approval and described in detail in this report.

More recently, the timeline for contract negotiations for the Assisted Living Facility lapsed and the LRA rejected the ALF lease through Resolution 13-225 freeing up 2.63 acres of the Truman Waterfront Parcel adjacent to Fort Street for possible new development opportunities; although, the redevelopment of the site is not contemplated as part of this master plan. Also apart from this Master Plan approval process but adjacent to the proposed Park within the Truman Waterfront Parcel a community garden is proposed with a small outdoor market place area (Exhibit 13 – Conceptual Community Garden Plan). The community garden has been approved and funded by the Community Redevelopment Agency and should serve as a complimentary Park use that helps to fulfil a component of the adopted Truman Waterfront Development Guidelines and Base Reuse Plan.

A Bicycle Substitution Variance is being requested concurrently with this development plan and conditional use and is proposed as a condition of approval.

Existing Conditions

The 28 acres proposed for development include scarified lands previously used for Navy operations and a former Navy Galley, Building 1287 (aka the PAL Gym), and large maintenance facility, Building 103. A structural analysis report was conducted for the two existing buildings on the site and Building 103, because of it is a giant shell of a building with very little obstruction inside, was determined to be structurally sound and adaptable; however, portions of building 1287 were determined to be structurally compromised and unsuitable for adaptive reuse for its intended purpose as a community center. Additionally, the building encroaches 47' into the Navy's required 50' security setback and is not in compliance with the Deed restrictions; and after attempting to fit the necessary standard sized multi-use field on the property it was determined to fit only on the portion of the site where the building 1287 is currently located.

Therefore, it was determined that the proposed plan to demolish existing building 1287 and relocate the community center was the most efficient use of the property.

The site is traversed by numerous underground utilities to Naval and State Park facilities as identified in the land conveyance deed; and an existing roadway is used to access Navy property in two locations, Fort Zachary Taylor State Park, the NOAA offices and the Eco Discovery Center. Although undeveloped, the site is visited by pedestrians and bicyclists who enjoy the open spaces and waterfront promenade. The site also accommodates two to three boat races and several local cultural events annually such as the Taste of Key West that draws thousands of visitors.

Existing conditions of the site are shown on the attached survey and Tree Disposition Plan (Appendix C. 7 Tree Disposition Plans).

Request:

The Proposed Development Plan is for the approval of a Master Park plan that will accommodate the following uses and amenities:

Buildings are required to be Green Building Certified in accordance with Comprehensive Plan Policy 1-1.6.4:

- New **Community Recreation Center** of 24,304 square feet to include indoor gym, industrial sized kitchen and classrooms.
- Retrofit of existing **Building 103** to be used as a museum with a conditional use request for a restaurant as a revenue generating use.
- New **Amphitheatre** with 250 fixed seats, a 3,000 square foot theater building with bathrooms and changing rooms and 15,000 square foot event lawn.
- **Police horse stables** – 2,525 s.f building and outdoor coral area.
- Possible use of the **old Keys Electric Facility** on Geraldine Street to be used as maintenance facility. The city is awaiting information regarding the Environmental Reports being formulated now.

Recreation facilities:

- Two children's **playground facilities**. One located in the front of Building 103 and one adjacent to the proposed community recreation center.
- An **interactive water feature** located near the outdoor restaurant area in the front of Building 103.
- **Multi-use sports field** of 360 by 230 feet which includes the recovery zone on all sides of the field (field is 310' x 180'). This sized field is large enough to meet high school league standards for various sports which is not accommodated for anywhere in the City at this time.
- **Recreational exercise pathways** both through the open space areas in the Merili McCoy Public Garden to the North and adjacent to the main roadway in both directions as separate **safe sidewalks** of 7-10' and **designated bicycle lanes** 8' in width.
- Several significant **open space areas** for active and passive recreation.

Improvements:

- Stormwater management.
- Cisterns and onsite water retention for water reuse.
- Topographic change elements including an elevated sunset look out area behind the amphitheater.
- Heavy landscaping for shade and aesthetic purposes.
- New roadways through the park connecting Southard Street and Angela Street through the park and to the State Park. New vehicular access from Angela Street. Traffic calming amenities are approved.
- Public Art throughout.
- Parking in three parking lots for 225 vehicles plus on street parking for an additional 91 vehicles for special events creating a total of 316 parking spaces for the Park.
- Parking throughout the park for 276 bicycles.
- Public restrooms will be provided.
- Safe pedestrian corridor crossings.
- Sidewalks and safe pedestrian corridors within parking lots.

Other Amenities:

- Boat Races: The Park design can accommodate parking on hard surfaces for up to 70 speed boats as requested by the speedboat race producers for the annual event. Other types of races such as the sailboat races can also be accommodated. Any damage to landscaping will be required to be replaced by event management and additional space may have to be requested from the adjacent Navy property. The Navy will consider the shared use of their property on a case by case basis.
- Revenue generating activities: Restaurant, outdoor and indoor events areas, classroom usage, Amphitheatre events.
- Negotiations ongoing regarding pedestrian access bridge to the Westin Marina across Admirals Cut.
- Park Maintenance Plan. Within the City’s contract with Bermello Ajamil the scope of the work for Ballard King is stated as follows:

Ballard King will be involved with the Programming process and provide the following:

- Ensure that the project’s operational goals are met.
- Project component recommendations/prioritization:
 - Validate or adjust any existing facility program
 - Determine sizing and space allocation requirements
 - Component relationships and interaction
- Development of program statement consensus

No development or improvements beyond the limits of the Truman Harbor Development Zone: No development is proposed seaward of the City owned upland property. The USCGC Ingham will be relocated northward from its existing location along the bulkhead for a permanent mooring. The USCGC Ingham will meet all United States Coast Guard Standards. There will be no uses of or access to, the harbor other than those authorized by the Federal Government.

Construction Phasing

The proposed development contains two or more phases anticipated to be completed within 5-7 years of development approval, although because this project is dependent on available funding the Development Plan request is to extend the timeframe of this approval for 10 years in accordance with Section 108-203(a).

Phase 1 includes completion of 80% of the park as shown on the plan below. Phase 1 is expected to be substantially complete by March of 2017. To date, the City has secured \$2 million dollars in funding for the amphitheater and also submitted an application for a Restore Act Grant for the property.



The following project phases are proposed:

- Phase I** – Site infrastructure (roadway, utilities, parking), passive recreational areas, new multi-use athletic field, construction of a new Multi-Purpose Center on the site of the proposed Community Center gym, demolition of the Police Athletic League (PAL) building. Relocations will include the stable, the Fort Zackary Taylor State Park entrance and the PAL program.
- Phase II** – Demolition/Renovation of Building 103
- Phase III** – Amphitheater
- Phase IV** – Remaining portions of the Community Center

Please see the attached Application Narrative for a thorough description of the proposed park details.

Surrounding Zoning and Uses:

North: Transient and commercial uses
 South and East South: Military Lands
 West: Residential and Transient uses

Process:

Development Review Committee Meeting:

January 31, 2013

March 14, 2014

HARC Meeting:

February 24, 2014

Tree Commission Meeting:

April 8 or May 13, 2014

Planning Board Meeting:

March 20, 2014

City Commission Meeting:

May 6, 2014 (tentative)



Analysis – Evaluation for Compliance With The Land Development Regulations:

Section 108-91 A(2)b of the City of Key West Land Development Regulations requires that any proposed plan outside of the historic district including the addition of outdoor commercial activity consisting of active recreation or similar activities shall require a Major Development

Plan. Section 108-196(a) of the Land Development Regulations states that “after reviewing a Major Development Plan or a Minor Development Plan for a property and staff recommendations, the Planning Board shall act by resolution to approve, approve with conditions, or disapprove it based on specific development review criteria contained in the Land Development Regulations and the intent of the Land Development Regulations and Comprehensive Plan.”

Planning staff, as required by Chapter 108 of the City Code of Ordinances, has reviewed the following for compliance with the City’s Land Development Regulations and Comprehensive Plan.

Concurrency Management

The City’s Comprehensive Plan Objective 9-1.5 directs the City to ensure that facilities and services needed to support development are available concurrent with the impacts of new development. The analysis considers potable water, sanitary sewer, solid waste, drainage, vehicle trip generation and recreation. Section 94-36 requires a concurrency determination to be made concerning proposed development. The applicant has provided information regarding Concurrency Management and staff has reviewed the information and determined that the proposed project meets the City’s requirements for concurrency management. Please see the attached Concurrency Management Report provided by the applicant within the Application Narrative for further information.

Fire Protection (Section 108-233 (8)):

The Fire Marshall reviewed the proposed development plans at the DRC meeting held on January 31, 2013 and March 20, 2014. The Fire Marshalls Office (FMO) has requested that the applicant coordinate the new locations of fire service distribution systems and that the Restaurant be reviewed and fixed for fire suppression. Additionally the FMO requested access to the Eaton Street access point in the event of emergencies and that the surface be designed to support large emergency vehicles and that the roundabouts be large enough to accommodate their vehicles. The new locations of fire service distribution systems will be coordinated with the City’s FMO as a condition of approval.

Other Public Facilities (Section 108-233 (10)):

Based on the information in the concurrency analysis, the proposed major development plan is not anticipated to increase adverse effects upon public facilities. The implementation of the plan is proposed over a 10 year period and further coordination is required at the time the road is relocated according to the letters provided by FKA, Keys Electric and the City’s Utility Department at the DRC Meeting. Additional comments received at the first DRC meeting have been addressed through site design modifications early in the design process. Additional coordination will be required to enter into an easement with Keys Electric for access to the electric poles on the adjacent Navy property.

Appearance, Design and Compatibility (Section 108-234):

- 1. Compliance with Chapter 102 – Historic Resources; Chapter 108 Articles III, IV and V - Open Space, Screening and Buffers, Site Plans, and Traffic Impacts:**

The site Plans have been reviewed and issued a certificate of appropriateness that the proposed project is in compliance with relevant sections of Chapter 102. Rehabilitation is proposed to existing historic Building 103 on the site.

The proposed site plan meets requirements for Chapter 108 Article III, Site Plan. Articles IV for Traffic Impacts and Article V for Open Space. Screening and Buffers are addressed below in this report. The City's Engineering Division is concerned about how the two way road on Angela Street may conflict with the Truman Waterfront roadway connectivity plan and additional coordination will be necessary.

2. Compliance with Section 108-956 - Potable water and Wastewater:

The applicant has demonstrated that there is access to potable water and to wastewater disposal systems in the concurrency management report.

3. Compliance with Chapter 110; Article II – Archeological Resources:

The Truman Annex is not known as a significant archaeological site. Although significant historical activities have taken place on the site.

Site Location and Character of Use (Section 108-235):

The proposed development is in compliance with standards set forth in Section 108-235 of the Code as described below.

The proposed uses within the park and the Park itself are compatible with surrounding land uses and the character of the area. The design enhances physical access to the waterfront and other recreational activities. The park is comprised of varying types of open spaces and what are anticipated to be heavily used recreation areas. Because the plan proposes activities and buildings spread in different portions of the park, the proposed plan appears to be compatible with adjacent land uses. For example, the adjacent residential users at the Truman Annex are adjacent to passive recreational activities such as excursive paths and open space areas to minimize noise. The increase in access for multimodal transportation users such as the Petronia Street and Angela Street access points improve connectivity between the adjacent neighborhoods and the various parks, spreading the potential traffic impacts and encouraging alternative transportation. Adequate bicycle, scooter and vehicular parking is provided on the site as anticipated.

1. Appearance of site and structures (Section 108-236):

The development plan design is sensitive to the existing infrastructure and natural landscape within the site and provides compatible connectivity with adjacent neighborhoods, streets, parks, parking areas and pedestrian and bicycle pathways.

The shape and colors of the ocean are reflected and emphasized in the proposed promenade areas. Proposed concrete building materials are compatible with traditional materials utilized by the Navy and the existing Building 103 will be rehabilitated.

Three new structures are proposed including a community recreation center, horse stables and an amphitheater. The structures are proposed to be LEED certified with

additional provisions for rainwater harvesting. The proposed buildings meet the height regulations and will not impede the existing visual access to the waterfront. The structures have harmonious massing and scale characteristics that do not impinge on the surrounding natural landscape.

The proposed design is in compliance with the performance standards stipulated in Sections 108-236 of the City Code.

- 2. Appearance of site and structures (Section 108-278):**
The site appears to be in overall compliance with Chapter 108-278 of the City Code as specified above.
- 3. Location and screening of mechanical equipment, utility hardware and waste storage areas (Section 108-279):**
Mechanical equipment proposed as part of the buildings shall be adequately screened from view by landscaping as required by the Land Development Regulations. Waste and recycling storage areas will be located throughout the park for collection. The area will be screened from view by a 6' fence and meets the requirements set forth in the above Section.
- 4. Utility lines (Section 108-282):**
Existing power lines currently service the area. Further coordination is required at the time the road is relocated. Keys Energy has provided a letter regarding this proposal (Exhibit 14 - DRC Comments).
- 5. Commercial and manufacturing activities conducted in enclosed buildings (Section 108-283):**
Commercial activities will take place within the enclosed building except where there is allowed outdoor consumption area associated with the restaurant. No other commercial activities are proposed as part of the project.
- 6. Exterior Lighting (Section 108-284):**
The applicant has provided a lighting site plan that also includes proposed lighting design for sidewalk, street and parking lighting. Lighting will be designed to "Dark Sky" lighting standards as a condition of approval. Please see the attached lighting plan on Appendix C. 13 of the site plans.
- 7. Signs (Section 108-285):**
No signage plan has been submitted. As a condition of approval the applicant is responsible for designing and submitting a signage plan to the Planning Department for approval that is compatible with Section 108-285 of the Code.
- 8. Pedestrian sidewalks (Section 108-286):**
The proposed site design includes extensive new sidewalks that connect parking areas and recreation uses within the park to adjacent land uses. Connectivity design and pedestrian safety has been previously addressed in this report.

9. Loading docks (Section 108-287):

A loading dock has been designed for the south side of the amphitheater facility, see Master Plan. A loading area has also been indicated on the north side of Building 103 to service the proposed museum and restaurant uses.

10. Storage Areas (Section 108-288):

No outdoor storage is proposed; however, the waste handling area proposed has been previously addressed above.

Section 108-241. – Soil survey and Section 108-242. – Environmentally sensitive areas

Please see the Application Narrative pages 27-28

On-Site and Off-Site Parking and Vehicular, Bicycle, and Pedestrian Circulation (Section 108-244):

The site is currently undeveloped and the proposed site development shall be designed to current standards for existing circulation and dimensional requirements, and drainage, and provides safe or organized pedestrian access from the vehicles to the destination. The entire site provides for pedestrian circulation and connectivity. The proposed design addresses the need to separate vehicular uses from pedestrian circulation and reduces the potential safety concerns where the two conflict by adding vehicular speed calming devices, landscape buffering, crosswalks, connecting pedestrian ways and parking areas with sidewalks.

As previously mentioned, two eight foot unidirectional bicycle paths are proposed along either side of the new roadway as shown on the site plans. Bicycle parking stations are proposed to be located throughout the park, with a total amount of 276 bicycle parking spaces available.

The City Code of Ordinances does not provide a parking standard for parks and recreation areas; therefore the parking analysis is based on the independent use requirements within the park. The proposed park uses as they relate to the parking standards are as follows

Parking Table by Use				
Use	Size (sf)	Standard	Required Parking	Bicycle Parking
Historic Building 103	Restaurant - 4700 sf Consumption Area	1 per 45 s.f of Consumption Area;	104 spaces	29 spaces
	Museum – 4,350 sf.	1 per 150 s.f of Assembly Area	29 spaces	
Community Center	10,821 sf Assembly Area	1 per 150 s.f of Assembly Area	72 spaces	35% 25 spaces
Amphitheatre	15,259 sf Assembly Area; 250 fixed seats	1 per 150 s.f of Assembly Area; 1 space for each 5	102 spaces	10% 15

		seats		
Stables	2,525 sf	1 per 300 s.f of Floor Area;	8 spaces	25% 2 spaces
Total Required			366	72
Total Provided			316	276

As depicted in the master plan contained in Appendix C, three public parking lots will be provided within the park. A 66 space public parking lot is planned immediately north of Building 103, 92 parking spaces will be provided near the Angela Street entrance, and 67 parking spaces will be constructed near the community center (on the south side of Presidential Boulevard). Of which 5 spaces in each parking lot shall be dedicated for fuel efficient vehicles. Also included are 36 scooter parking spaces. During special events at either the community center or the amphitheater, the two eight foot wide bike lanes along Presidential Boulevard will be closed and an additional 91 parallel parking spaces created. Hence, the total number of vehicular spaces provided on site includes 316 parking spaces (Appendix C. 1).

Based on the requirements for parking standards the proposed number of parking spaces (316) is short 51 spaces from what is required. As previously mentioned a bicycle substitution variance is requested as part of this development plan. The approval of the bicycle substitution variance is a condition of the approval. Seventy two bicycle parking spaces are required for the project although 276 are proposed. Of those, 204 are proposed to substitute for the 50 additional parking spaces that are required to complete the project.

It is important to note that park guests typically utilize more than one service per visit and therefore the potential for shared parking demand is common. Also notable is that this particular site is located at the beginning (or end) of the Westin Marina and the fort Zachary Taylor State Park within the heart of Old Town Key West where many park visitors arrive using alternative modes of transportation such as walking, riding bicycles, scooters or the trolley.

Additionally, the existing visitor and employee parking areas adjacent to the NOAA/Eco Discovery Center will remain. The new City of Key West surface parking lot planned for the west side of Fort Street near Olivia Street is available for local residential parking.

Housing (Section 108-245):

No housing is proposed as part of the Major Development Plan.

Economic resources (Section 108-246):

No ad valorem tax yield is anticipated from the proposed project as it will be a public recreation facility owned by the City of Key West. The restaurant operations proposed for Building 103 may be leased to a private operator. The restoration and adaptive reuse of Building 103 as an eating establishment in support of park operations will generate sales tax income for the City and the State of Florida. The approximate amount of this revenue stream is not feasible to calculate at this time given the preliminary nature of the building use concept.

The majority of the expenditures on the construction of the project will transact within the City of Key West. The direct construction expenditures will create other induced expenses in the community. These expenses will generate both direct and indirect employment in the City of Key West as a result of the process of construction.

Additionally, during future park operations, direct employment and indirect employment will be generated through required park maintenance and security employment; as well as through the operation of proposed support facilities within the park.

Special Conditions (Section 108-247):

- a) The proposed development is consistent with the zoning district uses and consists of a conditional use for the restaurant. Therefore it does not conflict with the intent of the land development regulations, and is not anticipated to cause any conflict in relation to existing public facilities that are in place.
- b) Portions of the project area are located within the Coastal Construction Control Line; however, no new construction is proposed within this area. The Coastal Construction Control Line is established from the mean high water line to 30' on shore within the area.
- c) N/A
- d) Public access to the shoreline is enhanced by this project.
- e) Two transit stops are proposed as part of the project. Further, the Truman Waterfront Park has been designed to facilitate multimodal transportation access via an open internal circulation roadway with excess pavement width on both sides of the roadway (total roadway width is 40 feet). Four transit stops are located within the park located immediately south of the main entrance (south side of the entry roundabout), and on both sides of Presidential Boulevard between the proposed amphitheater and the community center.
- f) The applicant has proposed LEED certification for Building 103 and the community center additional green features include rainwater harvesting and reuse. Additional green design standards throughout the site include stormwater management design that incorporates grass runoff areas, Dark Sky lighting, and landscape design that minimizes water usage and maximizes canopy trees for surface heat reduction. Several conditions are built into the approval of this development plan that affect the lease for the restaurant as follows:
 - 1. Reduce vehicular trips to the venue by marketing and promoting multimodal accessibility to the site via website, reservations, etc.
 - 2. Obtain Green Business Certification
 - 3. Separate collection of food waste to be donated for compost purposes to the adjacent Community Garden or for onsite reuse
 - 4. Recycling of all materials collected by waste management
 - 5. Lessee must obtain a Conditional Approval Permit, subject to annual inspection

- g) The KWPD horse stables are proposed to be elevated from base flood elevation to meet FEMA requirements. The community center shall also be elevated. The area between the bottom floor of the structure and grade is proposed to be left open but buffered by lattice or similar materials approved by the Historic Preservation Planner.
- h) Recreation facilities provided on the site have been previously addressed in this report
- i) As previously discussed, the applicant has coordinated and continues to coordinate with the Navy. Further the applicant has coordinated with numerous local and state agencies regarding use, permitting and potential funding assistance including the DCA, the TDC, state, the DEP, FDOT, City Planning and City FEMA Coordinator regarding the site and drainage plans. Additional coordination with the DEP is required to resolve the final environmental remediation issues in order to lift the deed restrictions and begin digging in the land at all.
- j) Environmental permitting is under way at this time.

The proposed project meets the applicable standards outlined in Section 108-247 of the City Code.

Construction Management Plan and Inspection Schedule (Section 108-248):

The proposed development contains two or more phases anticipated to be completed within 5-7 years of development approval, although because this project is dependent on available funding the Development Plan request is to extend the timeframe of this approval for 10 years in accordance with Section 108-203(a). Phase 1 is expected to be substantially complete by March of 2017. To date, the applicant has secured \$2 million dollars in funding for the amphitheater and also submitted an application for a Restore Act Grant for the property.

The following project phases are proposed:

- Phase I** – Site infrastructure (roadway, utilities, parking), passive recreational areas, new multi-use athletic field, construction of a new Multi-Purpose Center on the site of the proposed Community Center gym, demolition of the Police Athletic League (PAL) building. Relocations will include the stable, the Fort Zackary Taylor State Park entrance and the PAL program.
- Phase II** – Demolition/Renovation of Building 103
- Phase III** – Amphitheater
- Phase IV** – Remaining portions of the Community Center

Open Space, Screening, Buffers and Landscaping (Article V and VI) of Chapter 108:

As part of the design team a Landscape Architect has prepared the proposed Landscape Plan. The Landscape Plan incorporates native materials, clustering of plant material for water conservation, salt tolerant grasses, and canopy trees for surface heat reduction. The plan is intended to retain as much existing tree canopy on site as possible and to supplement it with additional plantings as required by code and driven by desired aesthetics. Screening and buffering is proposed that meets Crime Prevention Through Environmental Design (CEPTED) design standards that help minimize dangerous hiding spaces, isolated areas and promote pedestrian safety.

As a previous naval base, the site contains limited tree cover. The Truman Waterfront Park design includes an existing tree disposition plan that responds to identified on the proposed site design. Where feasible and applicable, on-site trees will be preserved or relocated to other areas of the site as may be required by the new park design. The method to be utilized in the preservation and relocation of trees will be presented as part of the construction documents and for City of Key West permit approval. A tree removal permit will be obtained as required by the City of Key West. (See Appendix C, sheets LT-00 through LT-11).

A landscape plan has been prepared. (See Appendix C, sheets LL-00 through LL-12). The working drawings for the landscape plans will include specifications for landscaping for all areas of the project and will comply with the performance criteria included in Article VI of Chapter 108 of the City of Key West Code of Ordinances. The Tree commission will hear the Landscape Plan and Irrigation Plan on April 8, 2014. Tree Commission approval is a condition of the request

The proposed site plan significantly exceeds the 20% open space requirement.

On August 28, 2011, the applicant requested a waiver from the City Planner to requirements of the Major Development Plan process pursuant to Code Section 108-226 as follows:

- Section 108-413(b) for Minimum Standards for Landscaping Along the Right-of Way requires a landscaping area of 40 feet in width along the right-of-way for sites over 3 acres.
- Section 108-415(a) for Perimeter Landscape Requirements for Parking Lots requires a perimeter landscaping width of 10 feet for sites over 50,000 square feet
- Section 108-481(a) for Specifications for Plant Material, Trees, requires that palm trees shall not constitute any more that 25% of total number of trees on the site.

On October 12, 2011 the Planning Director issued a waiver for the above requests attached to this report.

The City's Tree Commission is scheduled to review the proposed conceptual Landscape Plan on October 19, 2011. Specific permits for tree removal and relocation or replacement are not part of the request at this time due to the time period between development approval and actual construction. The applicant will continue to seek phased permits from the Tree Commission for tree removal/relocation/replacement closer to the time of implementation. Removal of the invasive Pine Trees currently located on the beach may be requested in the future pursuant to the Code Section 110-254 for Unprotected Trees and EPA regulation.

Attached to this report is a memo from the City's Urban Forester that states that the area of the Whistling Duck Pond and the F.A.A Tower are wetlands not noted on the Landscape Plan. According to the Urban Forester, an upland/wetland jurisdictional line needs to be set for the area. Work within the area requires environmental permitting and possible mitigation.

Off-street Parking and Loading (Article VII) of Chapter 108:

Parking has been previously addressed in this report.

Stormwater and Surface Water Management (Article VIII):

Drainage and surface water plans prepared by a State of Florida registered engineer, Perez Engineering and Development, Inc., are attached as Appendix C, 8). According to comments made at the DRC Meeting by the City’s Engineering Division the drainage and surface water management plan meets the required performance criteria as identified in Chapter 110 of the Code of Ordinances. During the process of construction, provisions will be made for the adequate management of on-site surface run-off; erosion control; movement and stockpiling of soil materials; and other actions as may be necessary for the adequate and environmentally conscious construction of the project. There will be adequate management of any other site development impacts that may arise from the construction process. The General Services and Engineering Department has no concerns regarding the proposed Conceptual Drainage Plan (Exhibit 14- DRC Minutes).

Flood Hazard Areas (Division 4 - Sections 108-821 through 108-927):

The site falls on a Special Flood Hazard Area subject to inundation by the 1% (100 year) annual chance flood. The site has two flood zone classifications AE – 7 AE – 8, in addition to Zone X, as indicated in the National Flood Insurance Program Map.

Portions of the existing development lie within the Coastal Construction Control Line (CCCL), which requires that no building shall be constructed within 30 feet of the mean high water line in accordance with Code Section 122-1148(a)2. No new construction is proposed within the CCCL and no changes are proposed to the existing non-conforming structures within the CCCL area.

Utilities (Article IX):

According to information submitted to the Department, FKAA and Keys Energy Services are able to provide utilities to the site; however, further coordination is required at the time that the road is constructed. The proposed development project will use existing utility mains for potable and sewer water and extend existing underground electrical lines. The applicant will also need to coordinate with the utilities department and a Utility Connection Plan is required at the time of development. Landscaping will consist of native species as shown on the proposed landscape plan.

Conditional Use Review

Code Sec. 122-62 (a) provides, in part, that “a conditional use shall be permitted upon a finding by the Planning Board that the proposed use, application, and, if applicable, development plan comply with the criteria specified in this section, including specific conditions established by the Planning Board and or the City Commission during review of the respective application in order to ensure compliance with the Comprehensive Plan and Land Development Regulations.” The same section also specifies that “a conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public’s interest.”

Conditional Use Criteria per Code Section 122-62

- (a) **Findings:** The Planning Board may find that it meets the Code purpose of ensuring that “a conditional use shall only be permitted on specific sites where the proposed use may be

adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity.”

The portion of the Park where the restaurant is proposed is within the HPS-1 zoning district, within Building 103. Outdoor consumption area is proposed and will overlook the Truman Harbor. The area surrounding Building 103 has significant open space and recreational activities including an interactive water feature, playground, and parking lot with 106 dedicated vehicular and 84 associated bicycle parking spaces. The proposed restaurant with indoor and outdoor consumption area is proposed to be a maximum of 318 seats and appears to be generally compatible with the intent of the zoning classification that supports land uses accessory to and supportive of the Park. It is anticipated that the restaurant will be leased out and revenues generated will be reinvested in Park maintenance.

The proposed conditional use application for a restaurant with outdoor consumption area shall be in the public interest and shall meet the following criteria as described below:

(b) Characteristics of use:

1) Scale and intensity

- a. **Floor Area Ratio (F.A.R):** The proposed F.A.R for the entire Park is 0.04, significantly less than the 0.8 allowed in the HPS-1 zoning district and 1.0 in the HNC-2 and HRCC-4 zoning districts.
- b. **Traffic Generation:** According to the Institute of Transportation Engineers Trip Generation Manual, 7th Edition, the trip generation of restaurants is 85 trips per 1,000 s.f. based on gross floor area although peak hours average 10 trips per hour. Because of the location of the proposed restaurant in a Park, traffic generation is expected to be largely pedestrian.

The City has conducted a Traffic Impact Analysis that is incorporated into the development plan. The analysis takes into consideration potential traffic generated from the Truman Waterfront Park, the State Park and the Us Navy Base for average conditions and for special events. The analysis found that the proposed parking and roadways are adequate to accommodate the potential traffic from all three uses. Please see the Trip Generation on page 20 of the development application and the Traffic Analysis for a more detailed analysis of the findings. The State’s new entrance point is being designed to accommodate two lanes of traffic and a pedestrian/bike lane. Traffic generating from the State Park uses will be accommodated on the State Park property in response to relocation of the entrance point (Exhibit D -F).

As previously stated The City’s Engineering Division is concerned about how the two way road on Angela Street may conflict with the Truman Waterfront roadway connectivity plan and additional coordination will be necessary.

c. Square Feet of Enclosed Space For Each Specific Use:

Building 103 is approximately 13,748 square feet and will be used as a restaurant, historic museum and bathrooms available to all park users. The proposed total restaurant area is approximately 8,000 s.f with indoor and outdoor a consumption area limited to 318 seats. The proposed historic museum area is proposed to occupy 4,350. The museum use is not part of this conditional use request.

d. **Proposed Employment:**

It is estimated that 35-50 employees are needed to serve the restaurant operations.

e. **Proposed Number of Service Vehicles:**

Delivery service vehicles are expected through the parking lot at the rear of the restaurant approximately 3-5 times a week as needed. Garbage pick-up will be from the parking lot as well to be determined on an as needed basis.

f. **Off-Street parking:**

The proposed parking lot located to the north of the restaurant building has been designed to accommodate 66 vehicles, five of which are priority spaces for fuel efficient vehicles, 12 scooter parking spaces (equivalent to 3 parking spaces) and 84 bicycle parking spaces, that are accommodated in the area. In the parking lot to the south of the entry circle and additional 92 spaces and 12 scooter spaces are provided. Of the 92 spaces, 38 are designed to be dedicated to the restaurant use.

The proposed consumption area of 4,700 square feet limits the amount of seating to 318 seats. The proposal is subject to code requirements for restaurant parking requiring 104 parking spaces (one space for each 45 square feet of consumption area). Although an adequate number of parking spaces are provided to accommodate the restaurant use, as described above, in conjunction with this Development Plan and Conditional Use request, a bicycle substitution variance is requested to convert parking spaces into scooter spaces and thus substitute an additional 72 bicycle parking spaces for the entire Park. The museum use also requires (4,350 sf at one space per 150 s.f of floor area in the assembly hall) resulted in a requirement of 29 spaces, of which only 2 spaces can be accommodated on the site parking lot. However, because the project is only a portion of a Park project there are over 300 parking spaces on the property with over 250 bicycle spaces.

2) **On or Off Site Improvements Not Previously Identified**

a. **Utilities:**

Based on comments previously submitted by Keys Energy Services and Florida Keys Aqueduct Authority additional coordination will be needed for new services to the restaurant building. Additional comments are attached to this report and reference the park as a whole.

b. **Public facilities:**

The application includes a Concurrency Management report and services and utilities have adequate capacity for the proposed restaurant. Please see a more

detailed concurrency report previously described above. As proposed, the site is concurrent with Chapter 94 of the Code.

c. **Roadway or Signal Improvements:**

New roadways are proposed as part of the park master plan that will provide access to the restaurant. No new signals are proposed although, directional signage is proposed as part of the Park Master Plan. Please see the development plan report for additional information regarding roadway improvements.

d. **Accessory Structures or Facilities:**

Three main structures are proposed as part of the Park Master Plan. No accessory structures are proposed as part of the restaurant use.

e. **Other:** All special amenities proposed as part of the Park Master Plan have been previously addressed. No unique facilities or structures are proposed as part of the restaurant use.

3) **On-site amenities proposed to enhance the site:** Extensive site improvements are proposed as part of the Park Master Plan. The site is currently undeveloped and site amenities are addressed previously in this report. The proposed restaurant will share the building with a historical museum featuring local maritime and cultural history and provide restrooms and shelter for park users. Adjacent to the restaurant is a playground and interactive water feature where families are expected to frequent.

a. **Open space:**

The site is currently scarified and although under developed has very little vegetated open space areas. The total open space for the Park is over 64%.

b. **Setbacks:**

The proposed project is in compliance with setback requirements required by the Land Development Regulations and security offset zones required by the Navy.

c. **Screening and buffers:**

All electrical equipment and garbage will be screened with appropriate fencing and vegetation. Significant vegetative buffers are proposed between the restaurant and other uses within the vicinity.

d. **Landscaping berms:**

No landscaped berms are proposed as part of the restaurant drainage plan, however the landscape plan includes varying topographic elevations.

e. **Mitigative techniques for abating smoke, odor, noise and other noxious impacts:**

The majority of the activity associated with the restaurant will be at the rear of the structure at the parking lot and at the front facing the playground and interactive water feature. The structure is significantly setback from other uses and it mostly

within a concrete structure, so noise impacts are not anticipated from the restaurant although traffic is expected to increase. The proposal also includes a waste handling area that is buffered from sight by fencing and landscaping. Garbage will be removed on an as needed basis.

(c) Criteria for conditional use review and approval: Applications for a conditional use review shall clearly demonstrate the following:

1) Land use compatibility:

The proposed conditional use, in conjunction with the proposed Major Development Plan, is compatible with the nearby Military, park, residential and institutional land uses. The proposed restaurant is significantly setback from the nearest residential uses, buffered by significant landscaping, is located inside an existing historic Navy structure and no alterations are proposed to the scale of the building. Further, the intensity of the restaurant, which occupies only on half of the building, limits potential maximum intensity of the use. Although traffic currently traverses the site in order to reach the Naval bases and the State Park, impacts to the entire park are expected to increase as a result of the restaurant and new Park. Alternative transportation is encouraged by the overall site plan which is designed to facilitate multimodal transportation needs through the park, including bicycle and pedestrian circulation modes, bus and tourist transportation mode access, and adequate parking is proposed for the use.

2) Sufficient site size, adequate site specifications and infrastructure to accommodate the proposed use:

The building is over 8,000 square feet on a 28 acre park site. Only four buildings are proposed on the site, leaving over 18 acres of open space. Building 103 is not proposed to be expanded as part of this application although outdoor seating is proposed.

The proposed Major Development Plan significantly exceeds and increases open space requirements. The site has adequate size and site specifications to accommodate the proposed outdoor consumption area and amenities such as screening, buffers, traffic circulation, concurrency management, sidewalks, bathrooms, site access, and parking needs.

3) Proper use of mitigative techniques:

The proposed plan for the restaurant has been designed to incorporate mitigative techniques to buffer impacts, such as vegetation for noise, visual impacts and heat gain. Additionally, the plan includes adequate bicycle and vehicular parking for the proposed restaurant and provides adequate access for visitors using alternative transportation. The solid waste storage area is proposed to be screened with fencing and vegetation. Adverse impacts are not expected to negatively affect community infrastructure.

4) Hazardous waste:

No hazardous waste shall be generated by this conditional use.

5) Compliance with applicable laws and ordinances:

The proposed development will comply with all applicable laws and regulations as a condition of approval.

6) Additional Criteria Applicable to Specific Land Uses:

Applicants shall demonstrate the proposed conditional use satisfies the following criteria:

a. **Land Uses Within a Conservation Area:**

N/A

b. **Residential Development:**

N/A

c. **Commercial or Mixed Use Development:**

The proposed restaurant is located squarely within the park with compatible adjacent park uses such as a museum, playground, interactive water feature and associated parking lot. The closest residential uses are approximately xx feet from the concrete building structure and the restaurant use buffered by a museum within the building, a fence, roadway and vegetation. The department has not received any concerns about the proposed restaurant use to date.

d. **Development Within or Adjacent to Historic District:**

As previously mentioned an application for demolition, site plan and material review was reviewed and approved by the Historical Architectural Review Committee on February 24, 2014, through Certificate of Appropriateness No. H14-01-0233. A second HARC Meeting will be held in the future when the architectural drawings for the structures are fully developed.

e. **Public Facilities or Institutional Development:**

N/A

f. **Commercial Structures, Uses and Related Activities Within Tidal Waters:**

N/A

g. **Adult Entertainment Establishments:**

N/A

RECOMMENDATION:

The Planning Department, based on the criteria established by the Comprehensive Plan and the Land Development Regulations, recommends the request for a Major Development Plan and Conditional Use be **approved** with the following conditions:

1. That the associated bicycle substitution variance is approved by the Planning Board.
2. Navy:
 - a. The existing planned shared pedestrian/auto pathway making use of the existing East Quay shall be modified to eliminate automobile access and a drivable access

way from the existing Eaton Street easement area southward to and through the parking lot north of Building 103 shall be implemented separately. This drivable access way will be placed to immediately border the Park boundary with the Truman Annex residential property. The easement dedicated to the Navy from Eaton Street to the Quay will be eliminated, and be replaced with an easement for the new access way. This redefined access way will provide the assured and agreed upon vehicular access way for the Navy from the area of the Eaton Street easement southward to the Southard Street extension into the park.

- b. The City will continue to coordinate with the Navy during cruise ship operations, including, but not limited to, pedestrian, trolley, bus, Chandler support, and train staging, etc., to ensure that there is no impact to the military mission.
 - c. The City will continue discussions with the Navy regarding the option of a joint use Entrance Control Point (ECP) structure and any proposed structures in the vicinity of the ECP will be coordinated with the Navy to ensure clear line of site and compliance with Anti-Terrorism Force Protection (ATFP) standoffs and security requirements.
 - d. A standard operating agreement to define coordination and planning solutions to move military vehicles and equipment through the park complex during urgent or special events shall be concluded before completion of phase 1 construction (road realignment plan) of the Park. This can be assured as a condition of the Major Development Plan approval through a Memorandum of Agreement.
 - e. The easements will be reviewed, updated and/or eliminated through coordination with the Navy as part of the Phase 1 construction documents within 180 days of development plan adoption. This approach will ensure the accuracy of the associated surveys and thus the easement documentation.
 - f. In the event that City and Navy have coordinated the use of City property for special events, the coordination efforts will be done to ensure that military operations are not impacted.
 - g. Once the lighting plan has been finalized, the City will conduct an informal lighting study with NAS Key West to determine potential impacts to the military mission. Additionally, the City will coordinate the potential impacts of the proposed lighting on the Navigation Range Markers with the Navy Port operations and local Harbor Pilots. The proposed lighting plans will meet Dark Sky standards that require fixtures to focus light on the ground and not spill off the site.
 - h. After plan adoption the LRA will transmit the development plan for final Navy review subject to the 2002 Quit Claim Deed.
3. An easement is required to be executed with Keys Energy for access to electric poles along Navy boundary on the southern edge of the property.
 4. For all elevated structures, areas between the bottom floor of the structure and grade must be buffered by lattice or similar materials approved by the Historic Preservation Planner and fully landscaped.
 5. Building construction on the site including the development of the amphitheater, community center and building 103 shall at a minimum be LEED certified consistent with Comprehensive Plan Policy 1-1.1.6 that requires a green building certification of the highest standard.

6. That rainwater be captured from all building roof surfaces into adequate sized containers and redistributed for onsite irrigation purposes using ARCSA standards.
7. That if permanent irrigation system is required that the system be built to ARCSA standards.
8. Lighting shall be designed to “Dark Sky” lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).
9. Tree Commission approval is required for the overall Landscape Plan in addition to each phase of the removal/relocation and replacement of vegetation based upon the approved Landscape Plan.
10. The complete set of plans dated March 4, 2014 are hereby adopted and incorporated herein.
11. That the proposed two way traffic direction on Angela Street be coordinate with the adopted Truman Waterfront Connectivity Plan.
12. Emergency call boxes are distributed throughout the site in coordination with the KWPD.
13. Fire hydrant locations are coordinated with KWFD.
14. Two electric vehicle charging stations are installed at three points within the park.
15. The lease for the restaurant for Building 103 shall contain the following provisions:
 - a) That the business establish and maintain a marketing plan on order to reduce vehicular trips to the venue promoting multimodal accessibility to the site via website, reservations, etc.
 - b) That the lessee obtain a Green Business Certification.
 - c) That the business separate the collection of food waste to be donated for compost purposes at the adjacent Community Garden or for onsite reuse.
 - d) That the business recycle all materials collected by waste management.
 - e) Lessee must obtain a Conditional Approval Permit, subject to annual inspection.

Attachments:

Exhibit 1 - 1997 the BRAC Master Plan

Exhibit 2 - 2002 MOU and Quit Claim Deed

Exhibit 3 - Meisel & Spottswood Conceptual Plan

Exhibit 4 - Resolution 10-265

Exhibit 5 – Resolution 12-129

Exhibit 6 – BVRAC, TWAB and LRA Adopted Master Plan, Resolution 12-285

Exhibit 7 - Focus Group Datum

Exhibit 8 - 2013 Development Plan

Exhibit 9 - DRC Minutes

Exhibit 10 - Navy Response Letter and City Response to Navy

Exhibit 11 - DEO Final Order Ordinance 13-25

Draft Resolution

RESOLUTION NUMBER 2014-xx

APPROVAL FOR A MAJOR DEVELOPMENT PLAN AND CONDITIONAL USE FOR THE DEVELOPMENT OF THE TRUMAN WATERFRONT PARCEL (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866) LOCATED IN THE HISTORIC PUBLIC SERVICE AND SEMIPUBLIC SERVICE -1 (HPS-1), HISTORIC MEDIUM DENSITY RESIDENTIAL (HMDR), HISTORIC RESIDENTIAL COMMERCIAL CORE - 4 (HRCC-4) AND THE HISTORIC NEIGHBORHOOD COMMERCIAL - 2 (HNC-2) ZONING DISTRICTS PURSUANT TO SECTION 108-91(A.) (2.) B. AND C. AND 122-61 OF THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KEY WEST, FLORIDA

WHEREAS, the subject property is located in the Historic Public Service and Semipublic service – Truman Waterfront (HPS-1), the HMDR, the HRCC-4 and the HNC-2 zoning district; and

WHEREAS, Section 108-91 of the Code of Ordinances provides that within the Historic District a Major Development Plan is required for addition or reconstruction of equal to or greater than 2,500 s.f of gross floor area and the addition of outdoor activity or similar activities equal or greater than 5,000 square feet; and

WHEREAS, the applicant proposed a Master Plan with associated Draft Landscape Plan and Civil Drainage Plan to develop the Truman Waterfront Park Master Plan; and

_____ Chairman

_____ Planning Director

WHEREAS, Section 108-196(a) requires the Planning Board to review and approve, approve with conditions, or deny the proposed Major Development Plan; and

WHEREAS, this matter came before the Planning Board at a duly noticed public hearing on March 20, 2014; and

WHEREAS, the granting of a Major Development Plan application is consistent with the criteria of the Code of Ordinances; and

WHEREAS, the granting of a Major Development application is in harmony with the general purpose and intent of the Land Development Regulations, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the City of Key West, Florida:

Section 1. That the above recitals are incorporated by reference as if fully set forth herein.

Section 2. That a Master Plan for the development of the Truman Waterfront Park located in the HPS-1, HMDR, HRCC-4 and HNC-2 zoning districts per Section 108-91 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida (RE#

_____Chairman

_____ Planning Director

00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866), as shown in the attached plans dated March 4, 2014 with the following conditions of approval:

1. That the associated bicycle substitution variance is approved by the Planning Board.
2. Navy:
 - a. The existing planned shared pedestrian/auto pathway making use of the existing East Quay shall be modified to eliminate automobile access and a drivable access way from the existing Eaton Street easement area southward to and through the parking lot north of Building 103 shall be implemented separately. This drivable access way will be placed to immediately border the Park boundary with the Truman Annex residential property. The easement dedicated to the Navy from Eaton Street to the Quay will be eliminated, and be replaced with an easement for the new access way. This redefined access way will provide the assured and agreed upon vehicular access way for the Navy from the area of the Eaton Street easement southward to the Southard Street extension into the park.
 - b. The City will continue to coordinate with the Navy during cruise ship operations, including, but not limited to, pedestrian, trolley, bus, Chandler support, and train staging, etc., to ensure that there is no impact to the military mission.
 - c. The City will continue discussions with the Navy regarding the option of a joint use Entrance Control Point (ECP) structure and any proposed structures in the vicinity of the ECP will be coordinated with the Navy to ensure clear line of site and compliance

_____Chairman

_____Planning Director

with Anti-Terrorism Force Protection (ATFP) standoffs and security requirements.

- d. A standard operating agreement to define coordination and planning solutions to move military vehicles and equipment through the park complex during urgent or special events shall be concluded before completion of phase 1 construction (road realignment plan) of the Park. This can be assured as a condition of the Major Development Plan approval through a Memorandum of Agreement.
- e. The easements will be reviewed, updated and/or eliminated through coordination with the Navy as part of the Phase 1 construction documents within 180 days of development plan adoption. This approach will ensure the accuracy of the associated surveys and thus the easement documentation.
- f. In the event that City and Navy have coordinated the use of City property for special events, the coordination efforts will be done to ensure that military operations are not impacted.
- g. Once the lighting plan has been finalized, the City will conduct an informal lighting study with NAS Key West to determine potential impacts to the military mission. Additionally, the City will coordinate the potential impacts of the proposed lighting on the Navigation Range Markers with the Navy Port operations and local Harbor Pilots. The proposed lighting plans will meet Dark Sky standards that require fixtures to focus light on the ground and not spill off the site.

_____Chairman

_____ Planning Director

- h. After plan adoption the LRA will transmit the development plan for final Navy review subject to the 2002 Quit Claim Deed.
3. An easement is required to be executed with Keys Energy for access to electric poles along Navy boundary on the southern edge of the property.
4. For all elevated structures, areas between the bottom floor of the structure and grade must be buffered by lattice or similar materials approved by the Historic Preservation Planner and fully landscaped.
5. Building construction on the site including the development of the amphitheater, community center and building 103 shall at a minimum be LEED certified consistent with Comprehensive Plan Policy 1-1.1.6 that requires a green building certification of the highest standard.
6. That rainwater be captured from all building roof surfaces into adequate sized containers and redistributed for onsite irrigation purposes using ARCSA standards.
7. That if permanent irrigation system is required that the system be built to ARCSA standards.
8. Lighting shall be designed to “Dark Sky” lighting standards and shall meet energy efficiency standards established by an accepted third party environmental standard consistent with F.S Chapter 255.2575(2).
9. Tree Commission approval is required for the overall Landscape Plan in addition to each phase of the removal/relocation and replacement of vegetation based upon the approved Landscape Plan.

_____ Chairman

_____ Planning Director

10. The complete set of plans dated March 4, 2014 are hereby adopted and incorporated herein.
11. That the proposed two way traffic direction on Angela Street be coordinate with the adopted Truman Waterfront Connectivity Plan.
12. Emergency call boxes are distributed throughout the site in coordination with the KWPD.
13. Fire hydrant locations are coordinated with KWFD.
14. Two electric vehicle charging stations are installed at three points within the park.
15. The lease for the restaurant for Building 103 shall contain the following provisions:
 - a) That the business establish and maintain a marketing plan on order to reduce vehicular trips to the venue promoting multimodal accessibility to the site via website, reservations, etc.
 - b) That the lessee obtain a Green Business Certification.
 - c) That the business separate the collection of food waste to be donated for compost purposes at the adjacent Community Garden or for onsite reuse.
 - d) That the business recycle all materials collected by waste management.
 - e) Lessee must obtain a Conditional Approval Permit, subject to annual inspection.

Section 3. That the timeline for expiration of this Development Plan is approved for phasing for a maximum of 10 years. Full, complete, and final application for all permits required for which this resolution is wholly or partly necessary, shall be submitted in its entirety within 10 years after the date hereof.

_____Chairman
_____ Planning Director

Section 4. This Major Development Plan application approval by the Planning Board does not constitute a finding as to ownership or right to possession of the property, and assumes, without finding, the correctness of the applicant's assertion of legal authority respecting the property.

Section 5. This resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Section 6. This resolution is subject to appeal periods as provided by the City of Key West Code of Ordinances (including the Land Development Regulations). After the City appeal period has expired, this permit or development order will be rendered to the Florida Department of Community Affairs. Pursuant to Chapter 9J-1, F.A.C., this permit or development order is not effective for forty five (45) days after it has been properly rendered to the DCA with all exhibits and applications attached to or incorporated by reference in this approval; that within the forty five (45) day review period the DCA can appeal the permit or development order to the Florida Land and Water Adjudicatory Commission; and that such an appeal stays the effectiveness of the permit until the appeal is resolved by agreement or order.

Read and passed on first reading at a regularly scheduled meeting held this 20th day of March, 2014.

_____ Chairman

_____ Planning Director

Authenticated by the Chairman of the Planning Board and the Planning Director.

Richard Klitenick, Chairman
Key West Planning Board

Date

Attest:

Donald Leland Craig, AICP
Planning Director

Date

Filed with the Clerk:

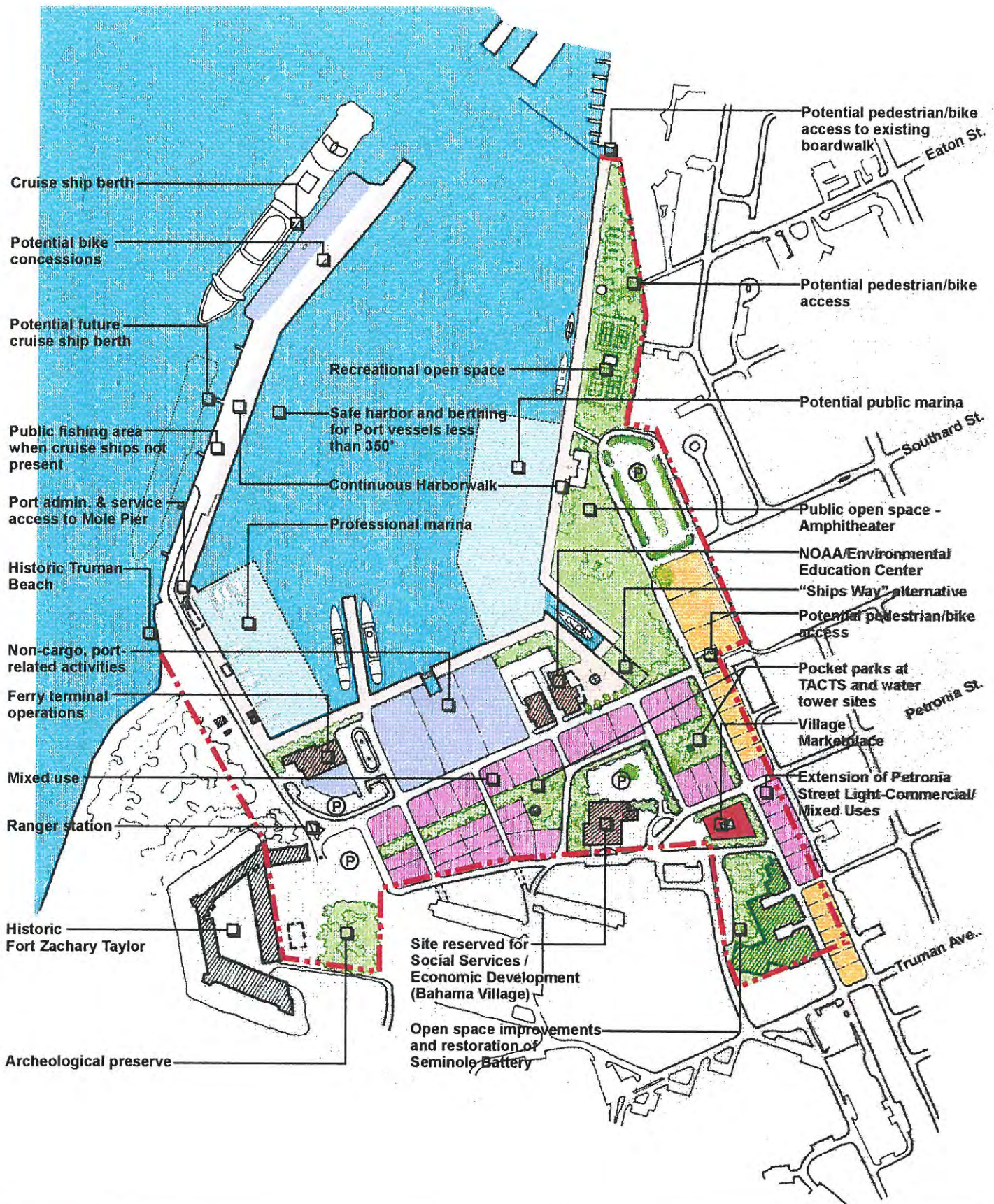
Cheryl Smith, City Clerk

Date

_____ Chairman

_____ Planning Director

Exhibit 1



Legend

- SITE BOUNDARY
- Ⓟ PARKING

Figure VI.1
Concept Plan
TRUMAN WATERFRONT
KEY WEST FINAL BASE REUSE PLAN



Exhibit 2

QUITCLAIM DEED

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

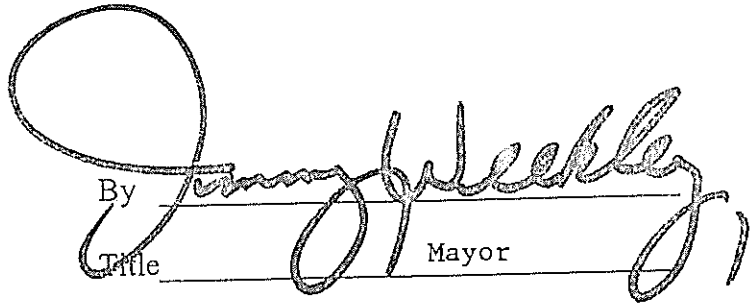
- A. Property Boundary Survey with Legal Description
- A-1 Trumbo Road Boundary Survey with Legal Description
- B. Truman Harbor Area Development Zone, Boat Ramp Area, East Quay Berthing Area and East Quay Wall Area
- C. Trumbo Road Restricted Development Zone
- D. Access Road Easements
- E. Access Road 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

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BK#1839 PG#425


ACCEPTANCE

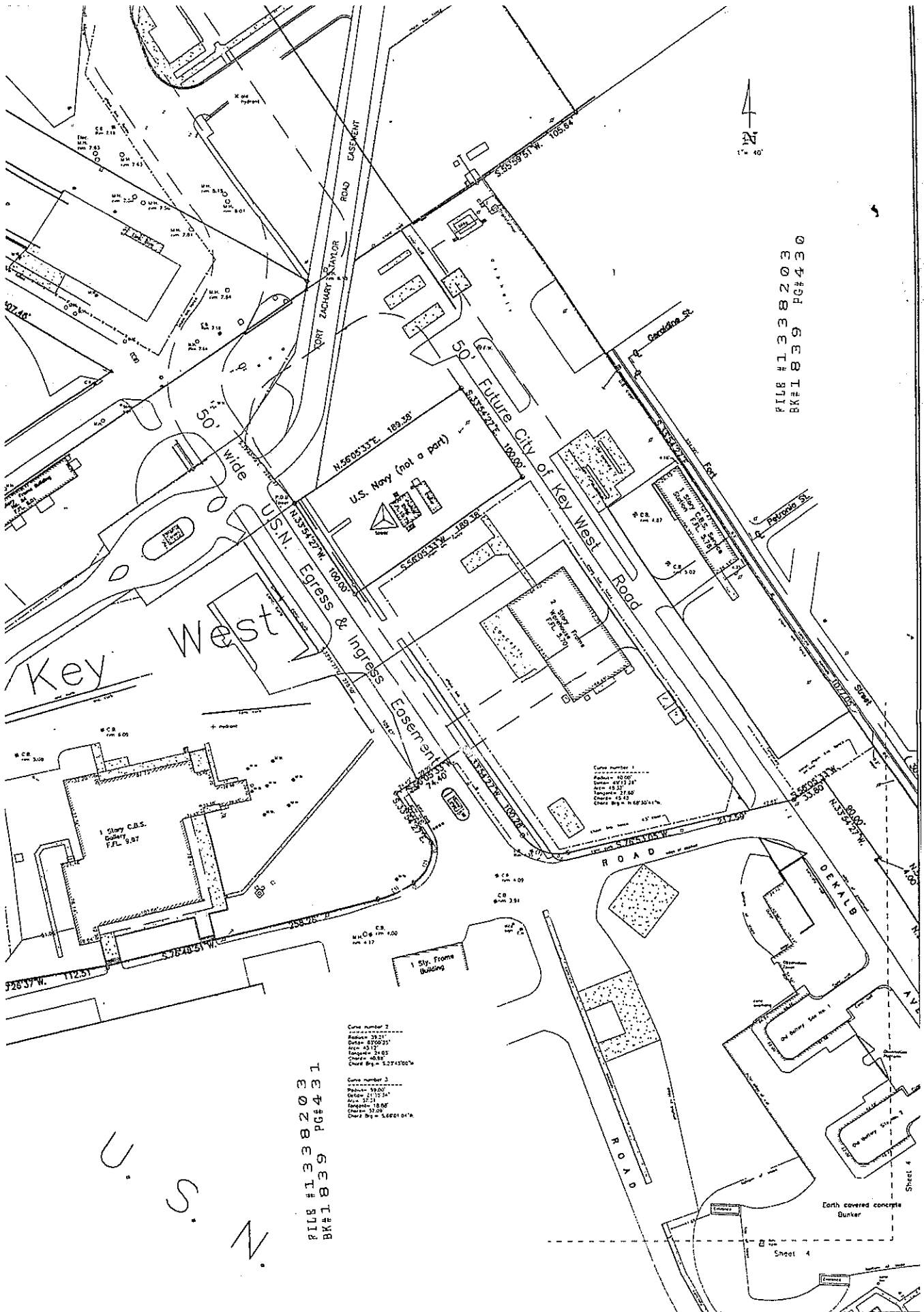
The City of Key West does hereby accept this Quitclaim Deed and by acceptance agrees to all of the terms and condition thereof.

Executed this 3rd day of December,
2002.

By 
Title Mayor

(OFFICIAL SEAL)

Attest 
Title City Clerk



FILE # 1338203
 BK# 1839 PG# 430

FILE # 1338203
 BK# 1839 PG# 431

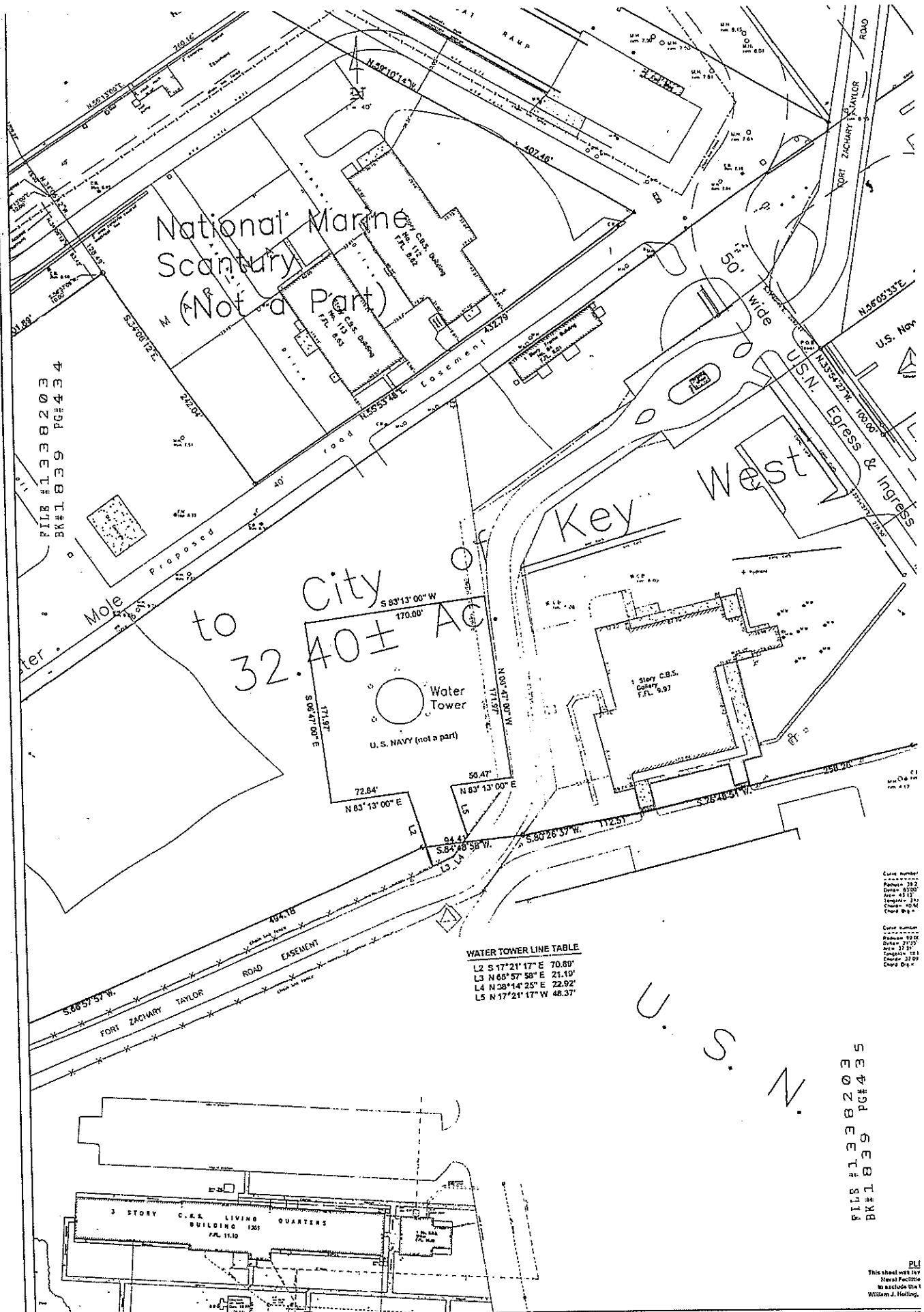
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Curve number 3
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 Area = 43.17'
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 Chord by = 5.682014%

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



FILE # 1338203
BK# 1839 PG# 434

to City of Key West
32.40± AC

WATER TOWER LINE TABLE

L2	S 17° 21' 17" E	70.89'
L3	N 68° 57' 58" E	21.10'
L4	N 28° 14' 25" E	22.92'
L5	N 17° 21' 17" W	48.37'

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Delta = 83° 00'
Arc = 43.13'
Tangent = 34.0
Chord = 40.4
Chord Btg =

Curve number
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Delta = 21° 30'
Arc = 37.51'
Tangent = 18.1
Chord = 37.09
Chord Btg =

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BK# 1839 PG# 435

PLI
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New Facilities
to include the
William J. Hodling,

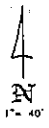
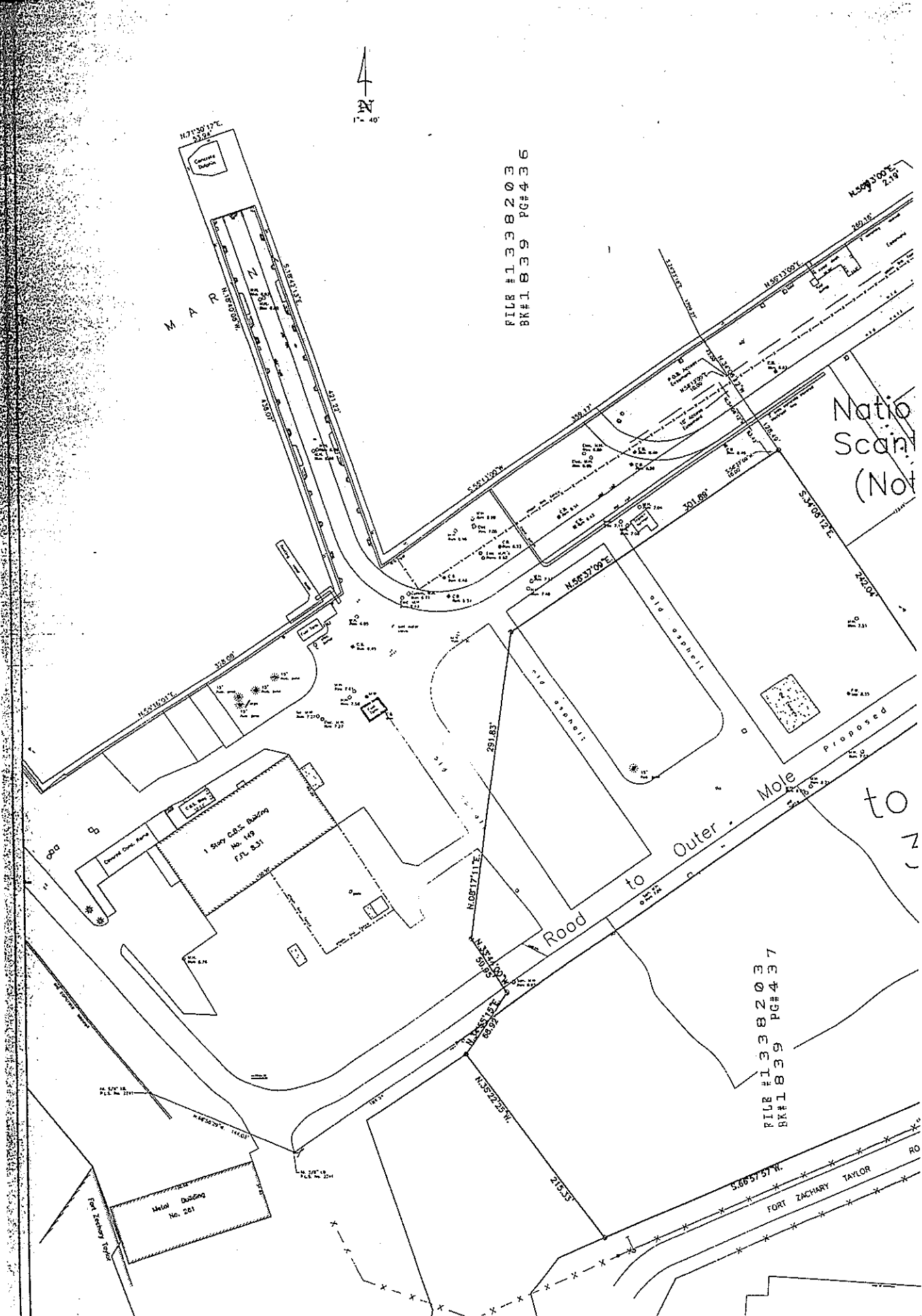
REVISIONS	
No.	Date
3	5/16/01
4	3/5/02

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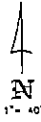
REVISORS:	
No.	Remarks
1	3/16/01 Revise Boundary
2	8/9/02 Revised Boundary

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

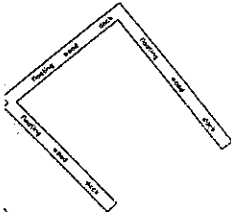
Project:
City of Key West
U.S.N. Asq.

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

Date: -
Design:
Drawn:
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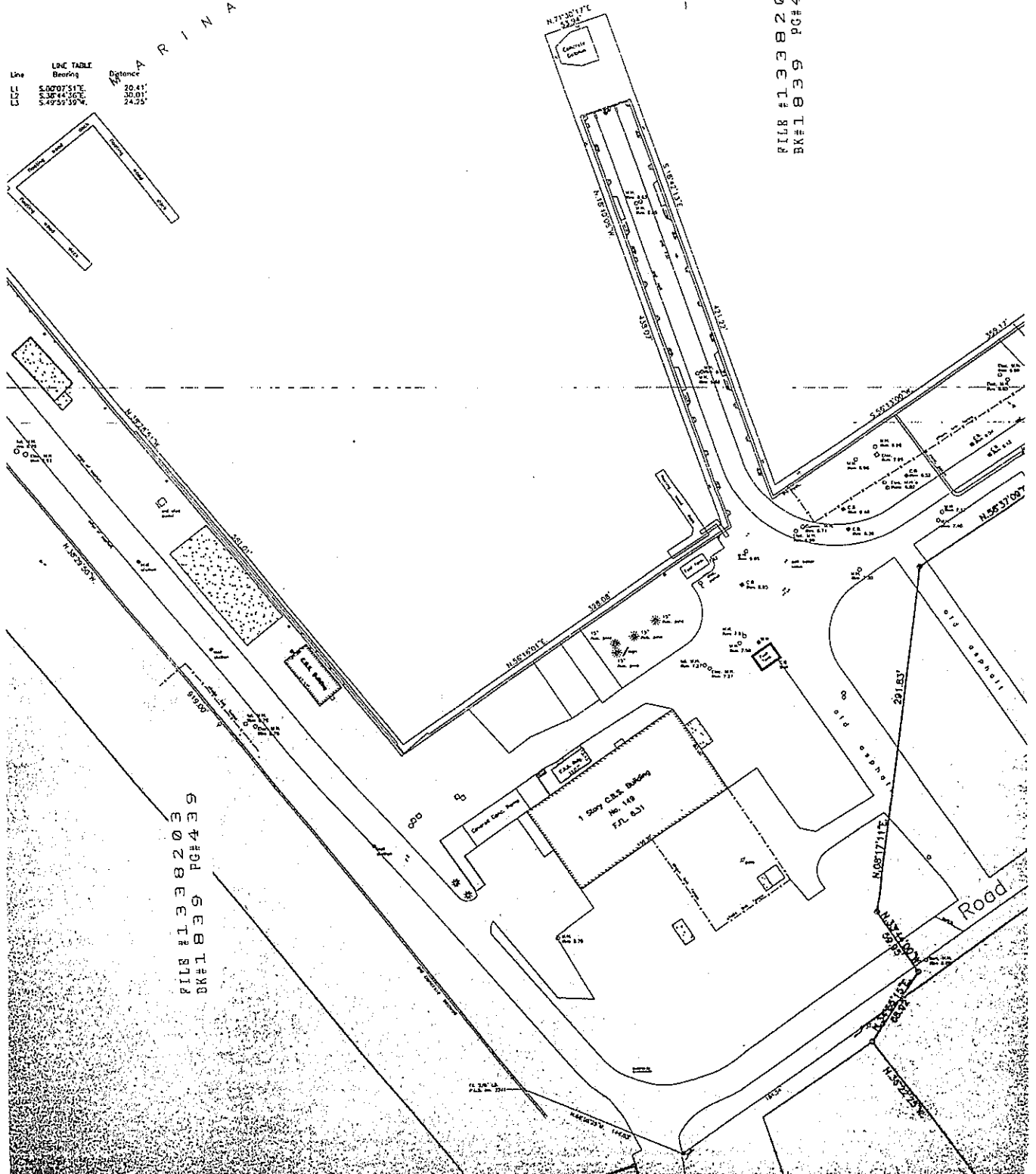


Line	Bearing	Distance
1	S 00° 07' 51" E	20.41'
2	S 38° 44' 50" E	30.07'
3	S 49° 52' 59" W	24.25'



R I N A

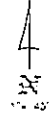
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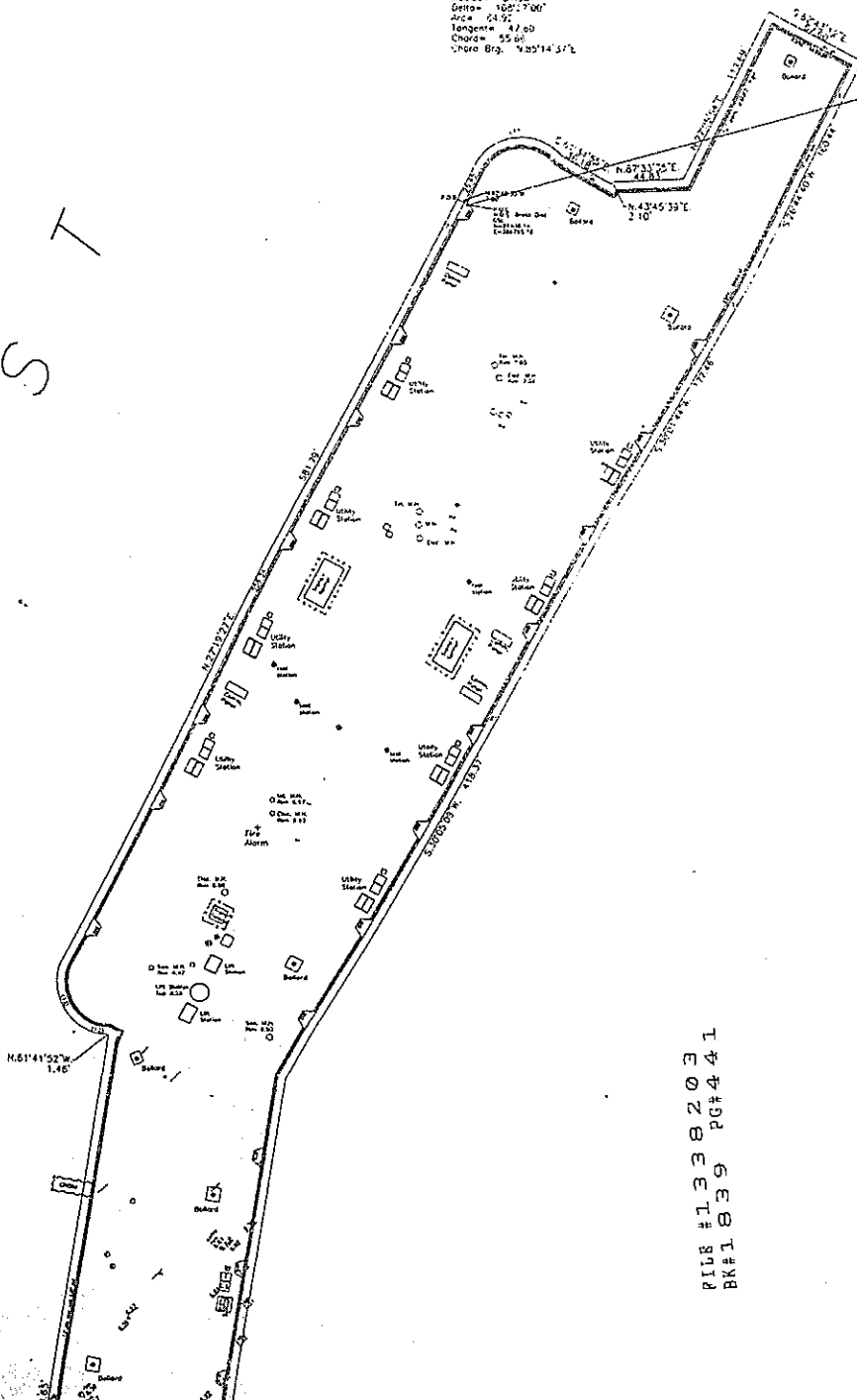
B I G H

PLIB #1338203
 BK#1839 PG#440



Curve Number 1:
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 Sice = 62.5'
 Tangent = 47.00
 Chord = 55.00
 Chord Ang. = 45° 14' 37"

L S T



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 BK#1839 PG#441

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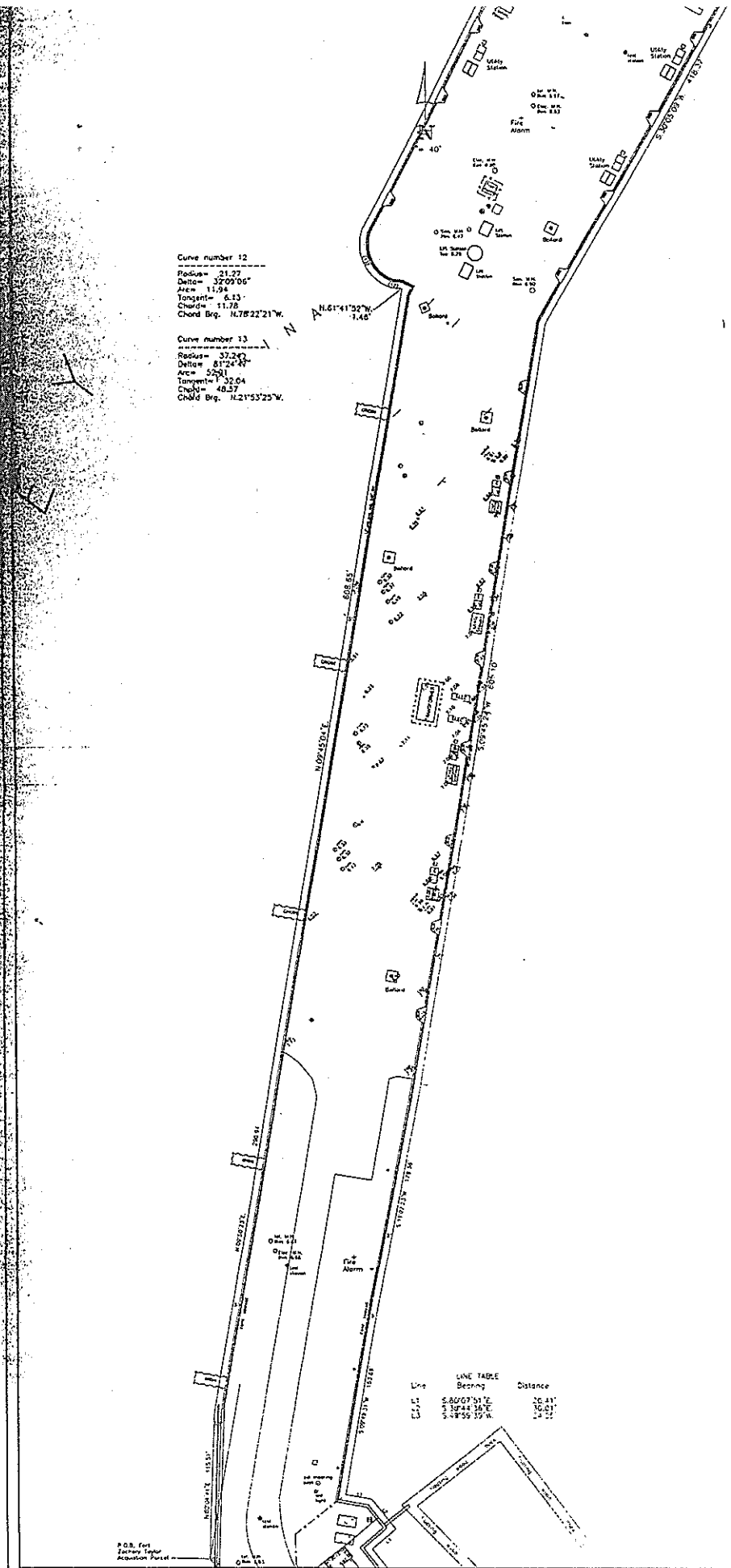
Remarks:
Boundary:
Stationing:

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



Curve number 12
 Radius= 21.27
 Delta= 32°09'06"
 Arc= 11.04
 Tangent= 6.13
 Chord= 11.72
 Chord Brg. N.78°22'21\"/>

Curve number 13
 Radius= 32.24
 Delta= 81°24'41"
 Arc= 25.41
 Tangent= 13.04
 Chord= 48.57
 Chord Brg. N.21°53'25\"/>

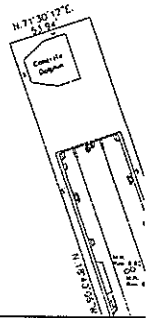
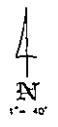
Line	Bearing	Distance
1	S.80°07'51\"/>	
2	S.34°43'36\"/>	
3	S.78°55'35\"/>	
4	S.26°41'	
5	S.101'	

P.O.B. For
 Jeremy Taylor
 Acquisition Parcel

FILE #1338203
 BK#1839 PG#442

FILE #1338203
 BK#1839 PG#443

M A R



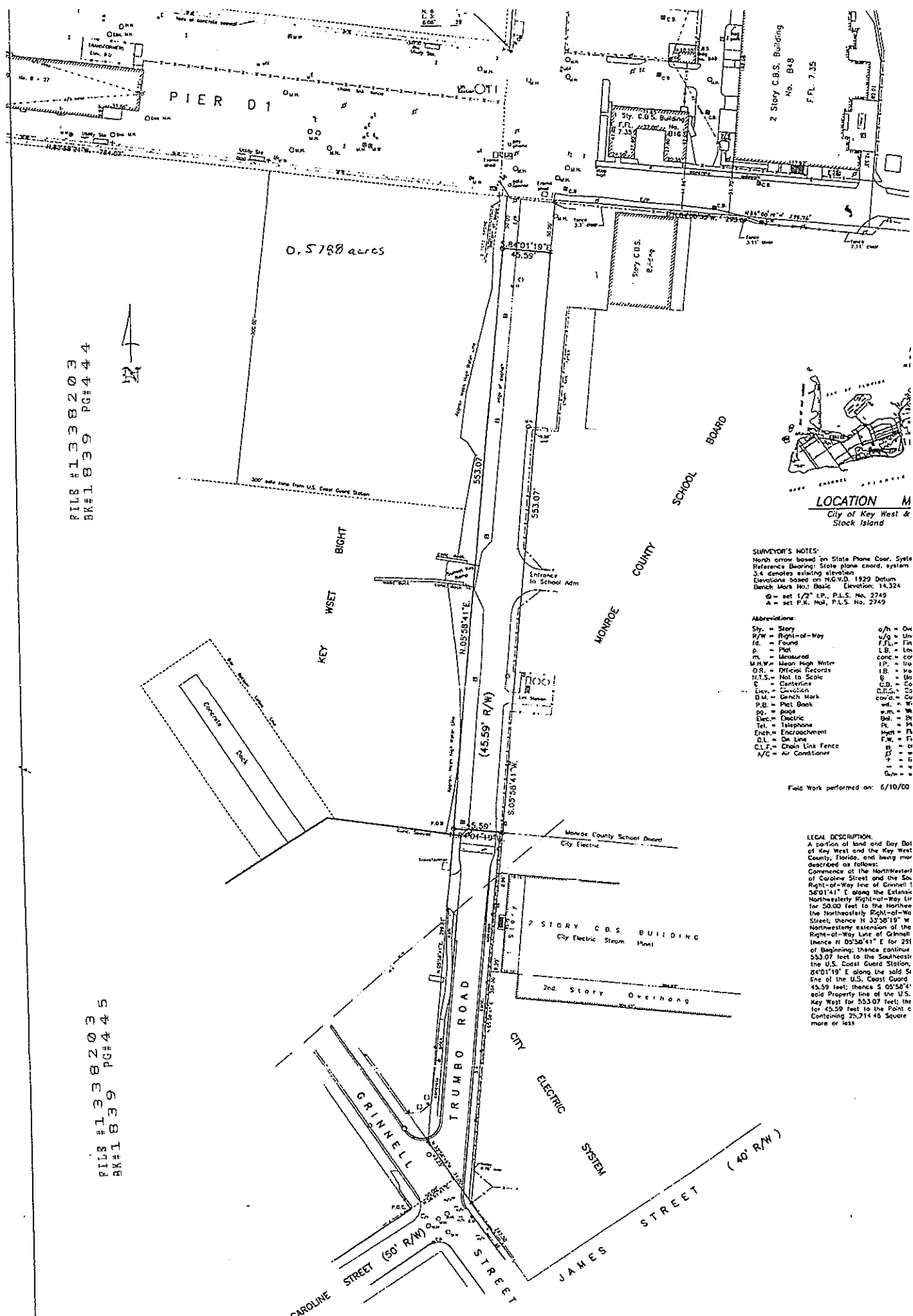
REVISIONS:	
No.	Date
2	5/16/01
4	8/8/02

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



LOCATION M
City of Key West & Stock Island

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
Benchmark No.: Basic Elevation: 14.324
⊙ = set 1/2" I.P., P.L.S. No. 2749
▲ = set P.K. Nail, P.L.S. No. 2749

- Abbreviations:**
- Sty. = Story
 - R/W = Right-of-Way
 - Id. = Found
 - P. = Plat
 - M. = Measured
 - M.S.W. = Mason High Water
 - O.R. = Official Records
 - N.T.S. = Not to Scale
 - S. = Centerline
 - Elev. = Elevation
 - D.M. = Bench Mark
 - P.B. = Plat Book
 - pp. = page
 - Elec. = Electric
 - Tel. = Telephone
 - Ench. = Encroachment
 - D.L. = On Line
 - C.L.F. = Chain Link Fence
 - A/C = Air Conditioner
 - o/h = On
 - u/g = Under
 - F.F.L. = In
 - L.B. = Low
 - conc. = concrete
 - I.P. = In
 - I.B. = In
 - U. = Under
 - C.D. = Centerline
 - cov'd. = covered
 - wd. = width
 - w.m. = wall
 - gal. = gallon
 - Pl. = Plate
 - Inst. = Instrument
 - F.W. = Footing
 - St. = Street
 - W. = West
 - E. = East
 - N. = North
 - S. = South

Field Work performed on: 6/10/00

LEGAL DESCRIPTION:
A portion of land and Bay Dot of 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. 05°55'41" 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. 05°55'41" E for 281' of Beginning; thence continue 553.07 feet to the Southeast corner of the U.S. Coast Guard Station; thence 84°01'19" E along the solid St. line of the U.S. Coast Guard 45.59 feet; thence S. 05°55'41" E said Property line of the U.S. Key West for 553.07 feet; thence for 45.59 feet to the Point c Containing 25,214.65 Square more or less

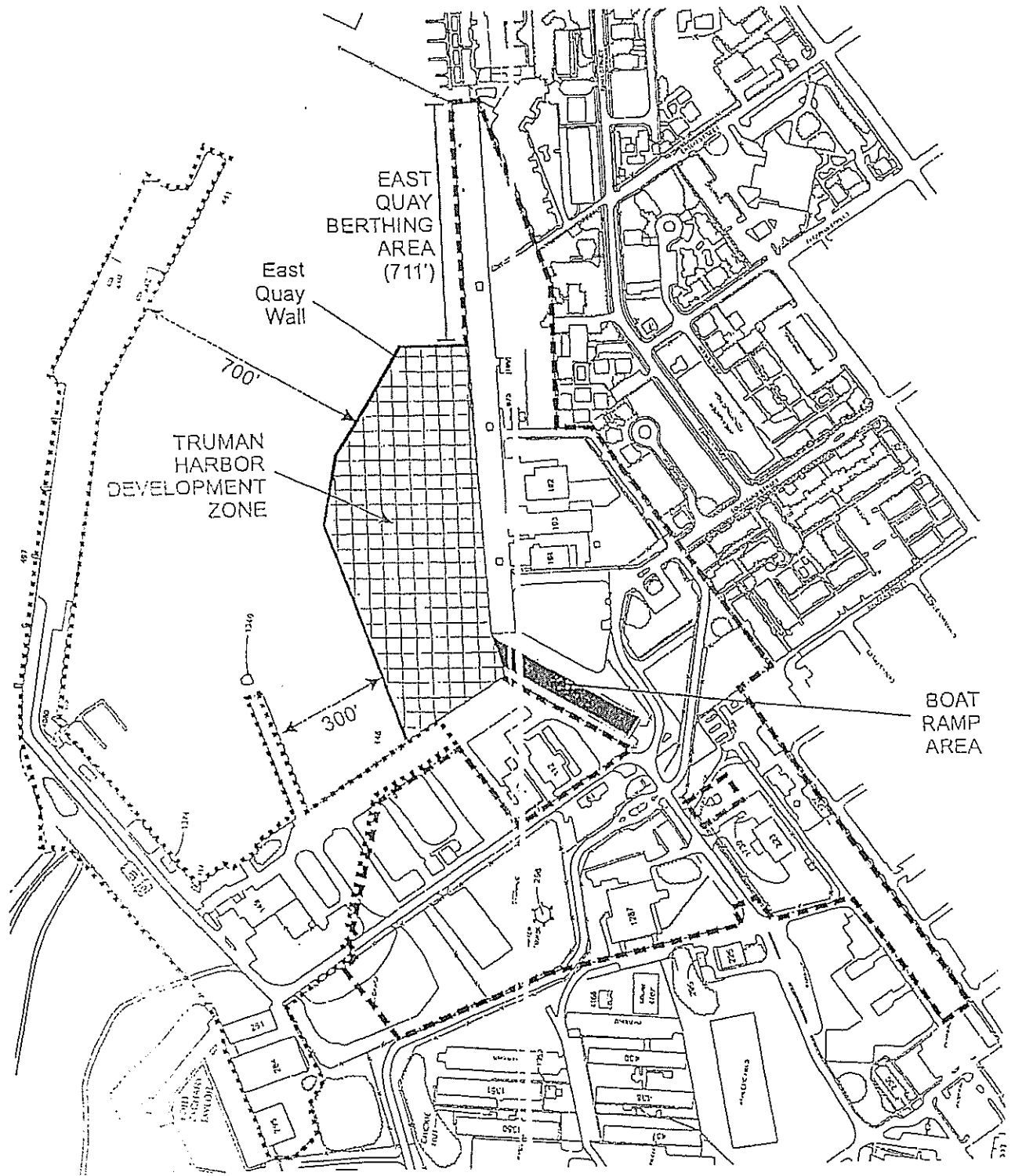
CERTIFICATION:
I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G13-1, Florida Statute, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK W. FELDERBACH
Professional Land Surveyor, No. 2749

City of Key West (U.S. Navy Acquisition)		Dunn No. 00-143	
Grinnell Street & Trumbo Road, Key West, FL 33040			
Scale: 1" = 40'	Plot: 151-82	Field Book No. 218	Drawn By: F.W.F.
Date: 5/2/00	Plot: 2nd	Field Book No. 218	Field Book No. 218

FREDERICK W. FELDERBACH
ENGINEER

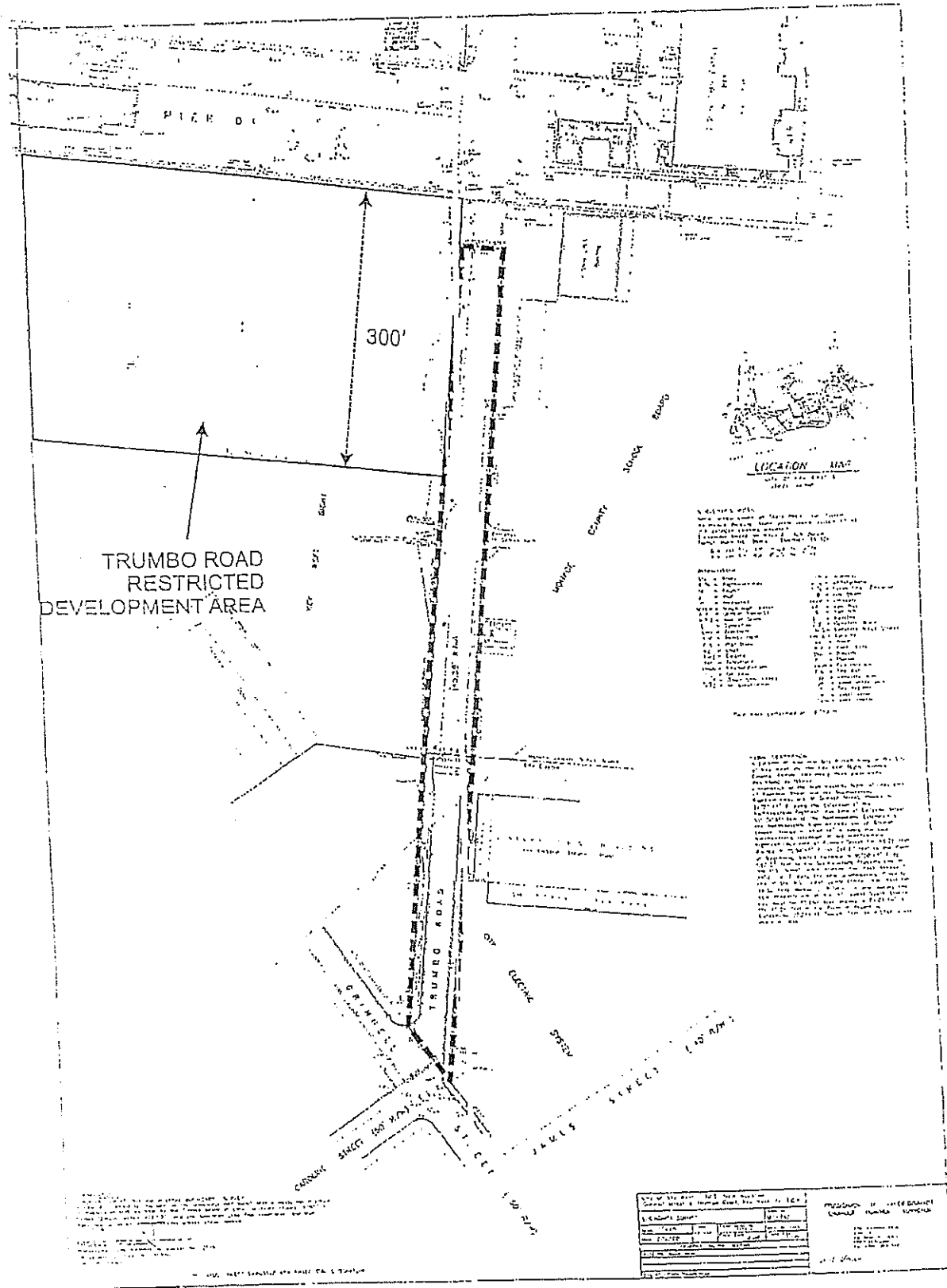
FILE # 1 3 3 8 2 0 3
RR# 1 8 3 9 PG# 4 4 5



- LEGEND**
- Proposed East Quay Development Conveyance (EDC) Boundary
 - Area Deferred for 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"





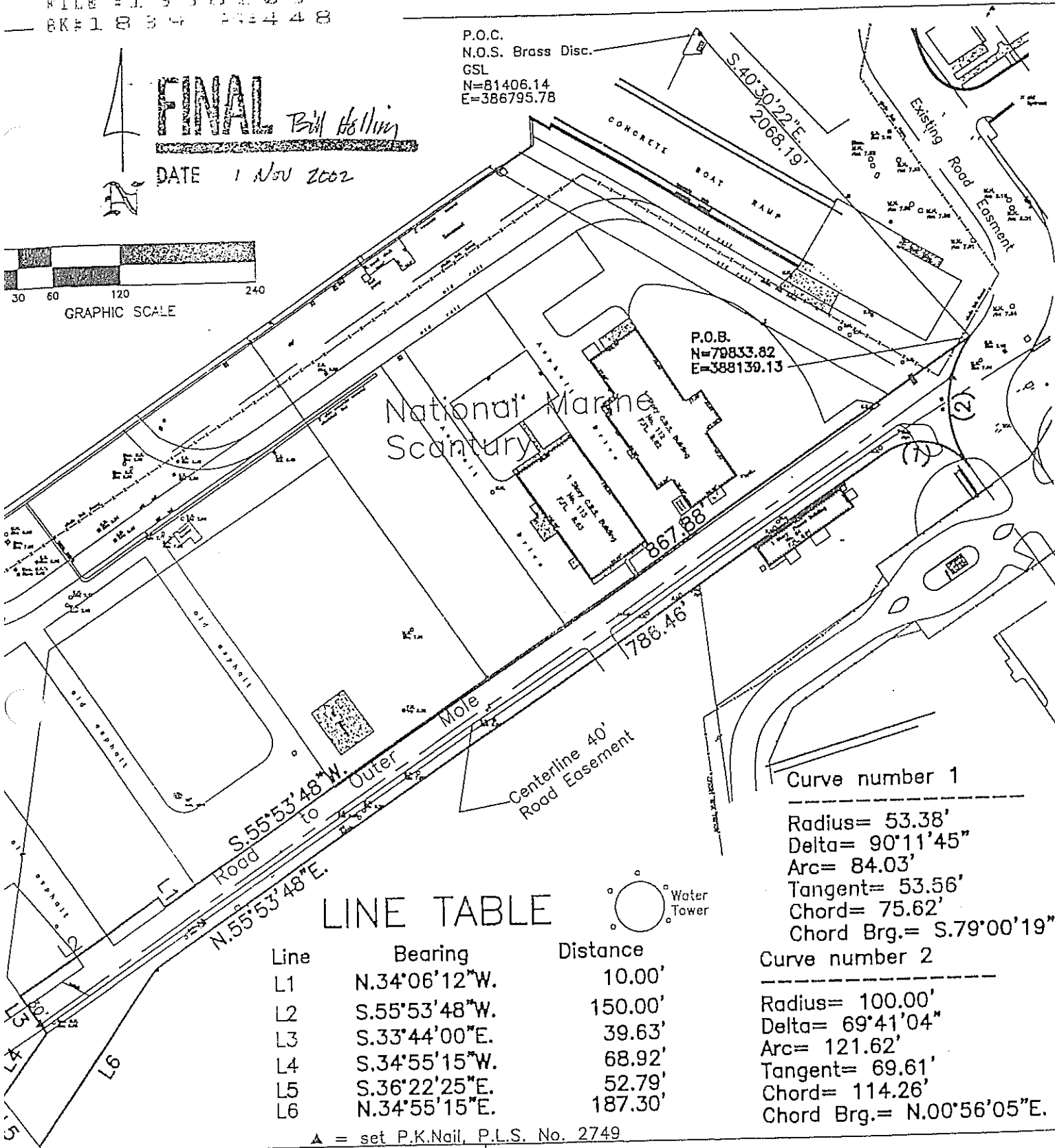
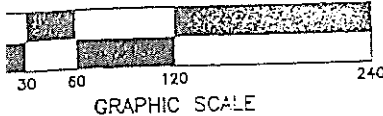
LEGEND
 Proposed Economic Development Conveyance (EDC) Boundary
 Trumbo Road Restricted Development Area

Exhibit C
MEMORANDUM OF AGREEMENT
 Trumbo Road Restricted Development Area

FINAL Bill Holling

DATE 1 Nov 2002

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



LINE TABLE

Line	Bearing	Distance
L1	N.34°06'12"W.	10.00'
L2	S.55°53'48"W.	150.00'
L3	S.33°44'00"E.	39.63'
L4	S.34°55'15"W.	68.92'
L5	S.36°22'25"E.	52.79'
L6	N.34°55'15"E.	187.30'

Curve number 1
 Radius= 53.38'
 Delta= 90°11'45"
 Arc= 84.03'
 Tangent= 53.56'
 Chord= 75.62'
 Chord Brg.= S.79°00'19"E

Curve number 2
 Radius= 100.00'
 Delta= 69°41'04"
 Arc= 121.62'
 Tangent= 69.61'
 Chord= 114.26'
 Chord Brg.= N.00°56'05"E.

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 N. ... Drive
 Suite 101
 Key West, FL 33040
 (305) 233-0468
 Fax: 305 233-1237

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

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.

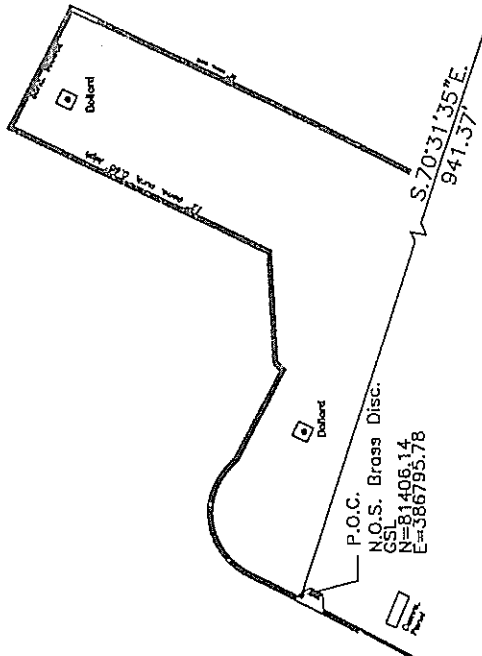
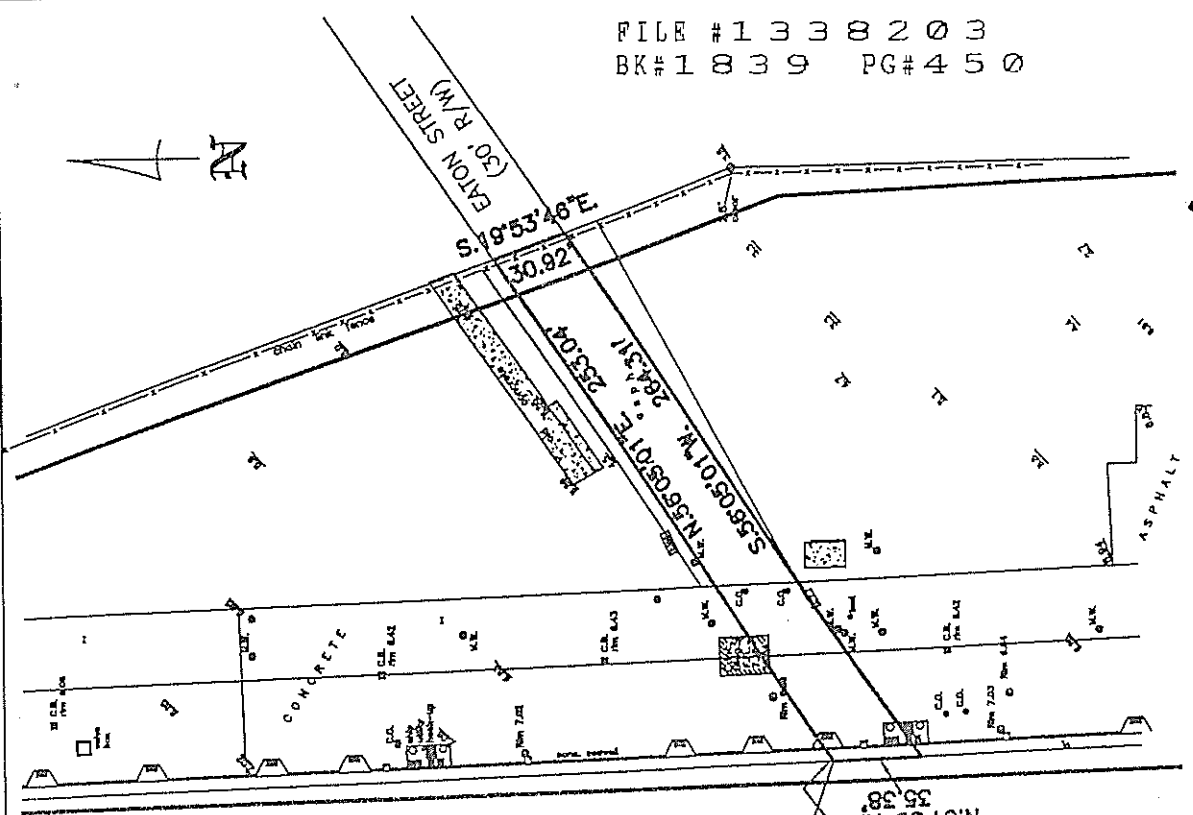
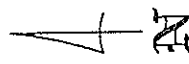
REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

9/4/02: Correct L.D.

9/4/02: Revise Road Layout

Scale: 1"=120'
 Date: 9/10/02
 Ref. file
 Own No.: 02-541
 Own By: F.H.H.



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

P.O.B.

LEGAL DESCRIPTION:
Eaton Street Extension:
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 GSI, being a brass disc set in concrete, located on the outer end 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 70°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°05'01" E, along the Southwesterly extension of the Northwesterly line of Eaton Street for a distance of 253.04 feet to the Northwesterly line of Truman Annex; thence S 19°53'46" E along the Northwesterly Property Line of Truman Annex for a distance of 30.92 feet; thence S 58°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°53'48" W for a distance of 35.38 feet to the Point of Beginning.
Containing 7,602.27 square feet, or 0.1702 acres, more or less.

FINAL Bill Holting

DATE 1 Nov 2002

REDUCED SCALE

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

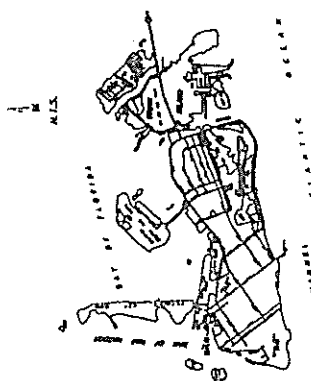
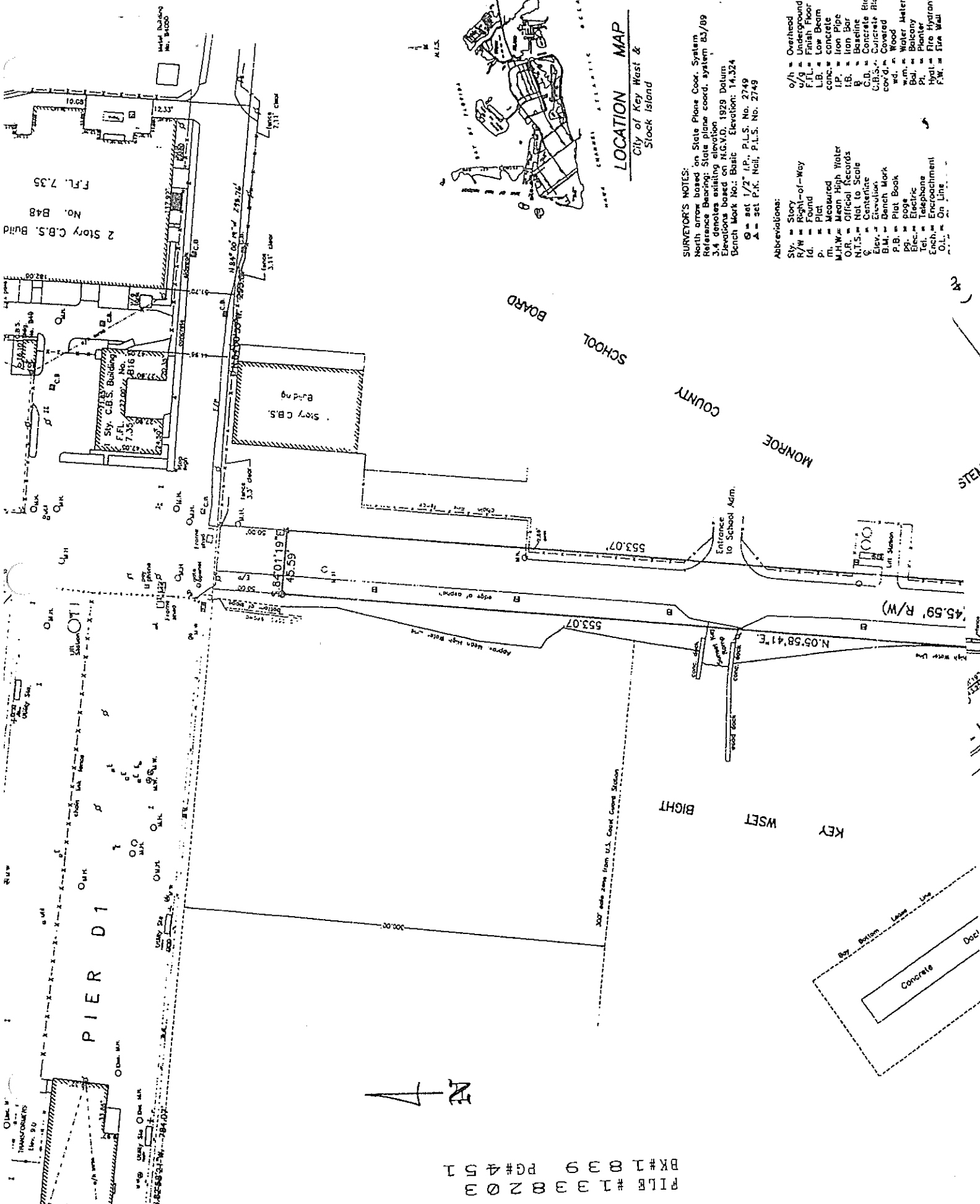
Eaton Street Extension

Scale: 1"=50'
Date: 1/22/02

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 283-0468
Fax: (305) 283-0237

FILE # 1338203
 BK # 1839 PG # 451

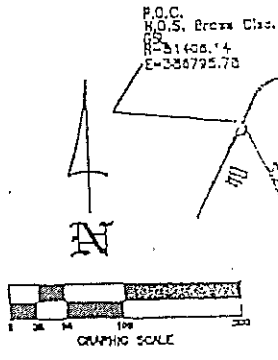


LOCATION MAP
 City of Key West &
 Stock Island

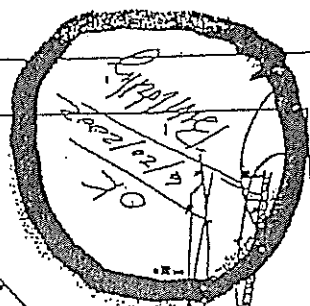
SURVEYOR'S NOTES:
 North arrow based on State Plane Coord. System
 Reference Bearing: State plane coord. system 82/89
 3.4 demoteles existing elevation 1929 Datum
 Elevation based on H.C.V.M. 1929 Datum
 Bench Mark No.: Basic Elevation: 14.324
 O = set 1/2" I.P., P.L.S. No. 2749
 A = set P.K. Nail, P.L.S. No. 2749

Abbreviations:
 S.V. = Story
 R/W = Right-of-Way
 Id. = Found
 P. = Plat
 M. = Measured
 M.H.W. = Mean High Water
 O.R. = Official Records
 N.T.S. = Not to Scale
 C. = Centerline
 Elev. = Elevation
 B.M. = Bench Mark
 P.B. = Plat Book
 Pg. = page
 Elec. = Electric
 Tel. = Telephone
 Ench. = Encroachment
 O.L. = On Line

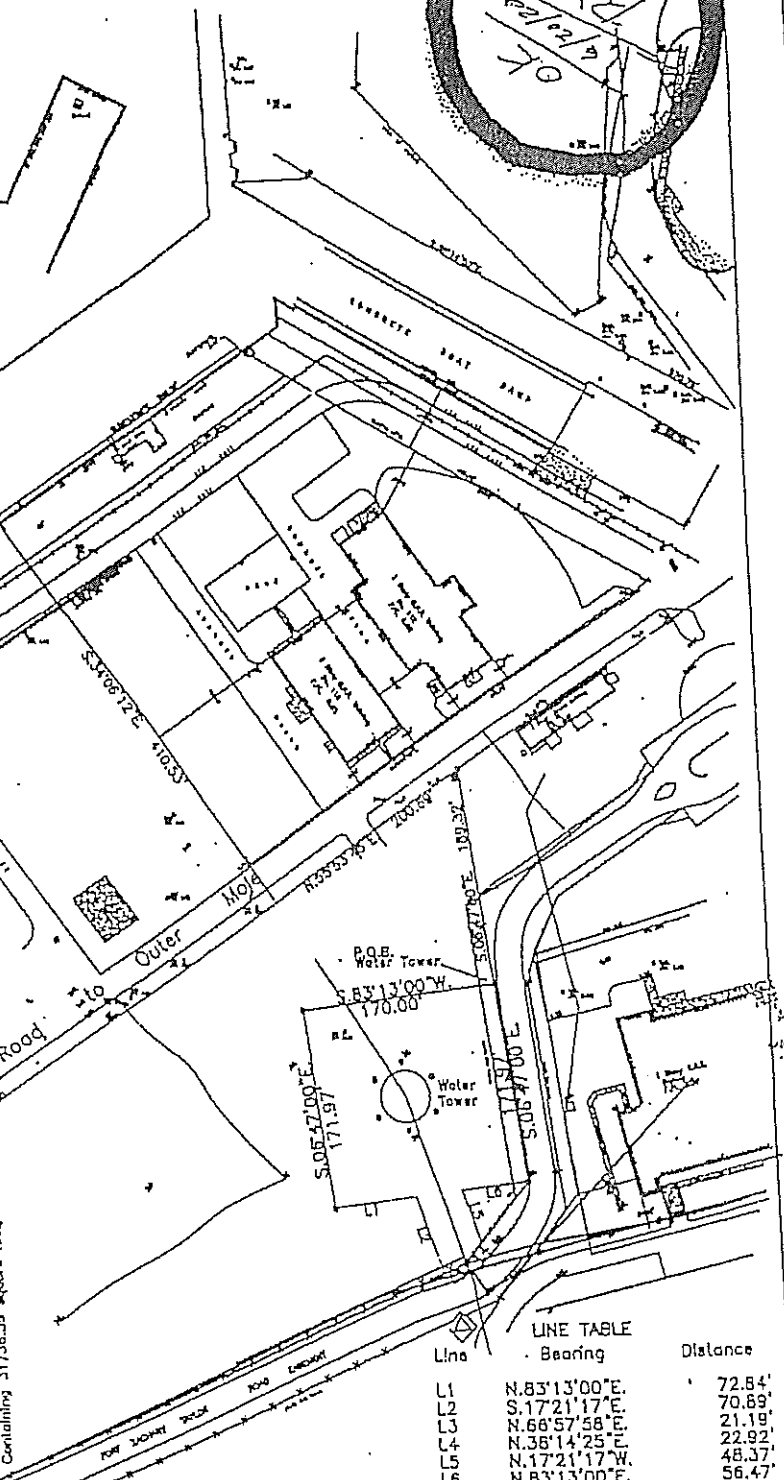
O/h = Overhead
 u/g = Underground
 F.F.L. = Finish Floor Elevation
 L.B. = Low Beam
 conc. = concrete
 I.P. = Iron Pipe
 I.B. = Iron Bar
 B. = Baseline
 C.D. = Concrete Block Sluice
 cov'd. = Covered
 wd. = Wood
 w.m. = Water Meter
 Bal. = Balcony
 Pl. = Plaster
 P.K. = Fire Hydrant
 P.W. = Fire Wall



P.O.C.
 1700.00
 E 331405.74
 E 334795.70



LEGAL DESCRIPTION:
 Water Tower land located on the Island of Key West, Monroe County, Florida, and a portion also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
 Commencing at the National Ocean Survey Triangulation Station CS, being a brass disc set in concrete, located on the outer side of Truman Annex, the coordinates of which are N 81.40814 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian 0961 coordinate system which has for its zero coordinate a point of latitude 84th 24'20.00" and 800.00 feet west of Longitude West 81°00'00"; thence S 24°23'13" E for a distance of 1709.30 feet to a point 1709.30 feet westward of a concrete seawall; thence S 34°08'12" E for a distance of 410.53 feet; thence N 55°53'48" E for a distance of 200.89 feet; thence S 06°47'00" E for a distance of 170.00 feet; thence S 06°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 65°27'25" E for a distance of 21.19 feet; thence N 35°14'25" E for a distance of 48.37 feet; thence N 17°21'17" W for a distance of 43.37 feet; thence N 83°13'00" E for a distance of 56.47 feet; thence N 06°47'00" W for a distance of 171.97 feet to the Point of Beginning.
 Containing 31736.59 square feet, or 0.7266 acres, more or less.



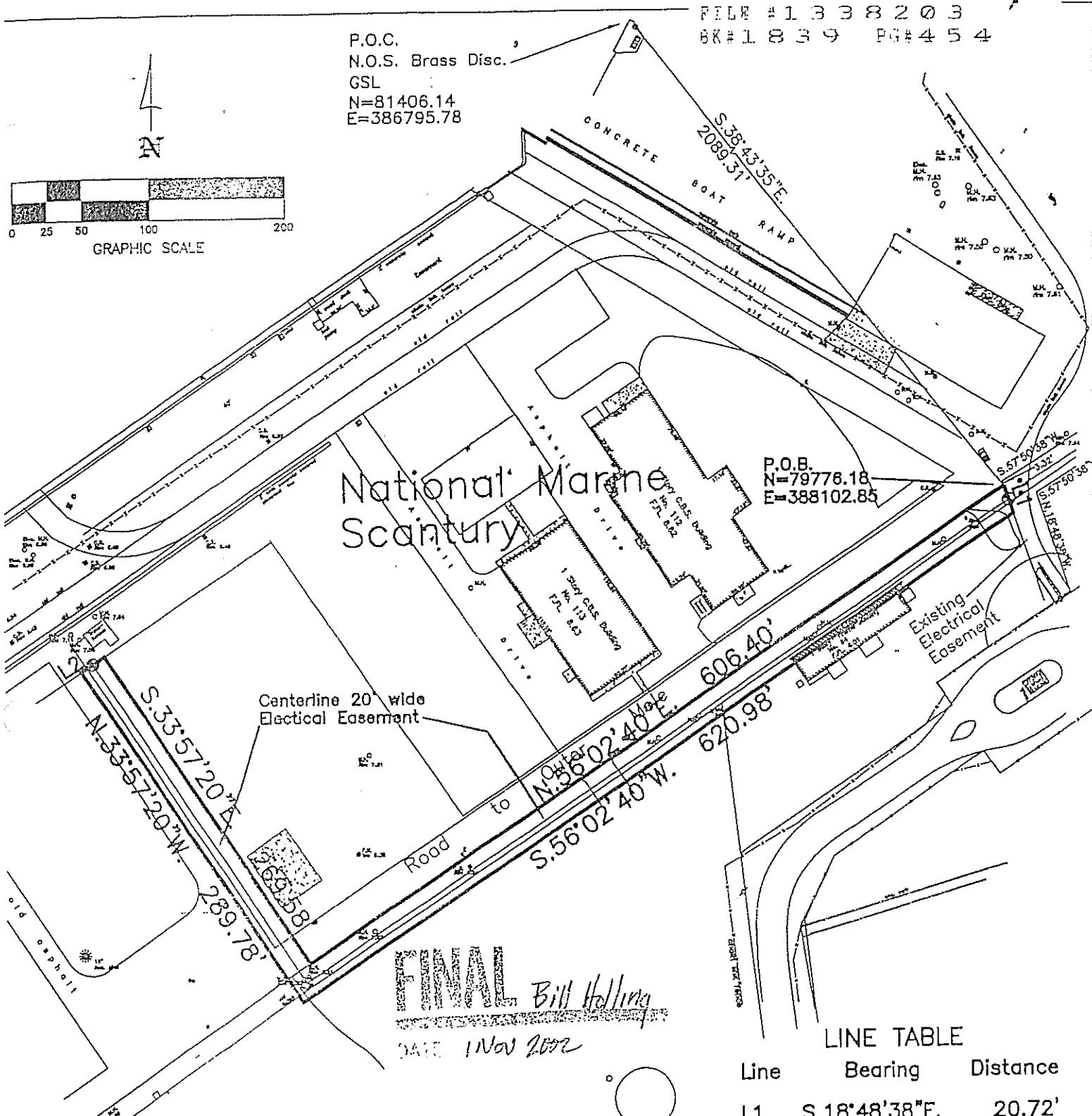
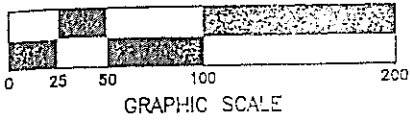
Line	Bearing	Distance
L1	N.83°13'00"E	72.84'
L2	S.17°21'17"E	70.89'
L3	N.65°27'25"E	21.19'
L4	N.35°14'25"E	22.92'
L5	N.17°21'17"W	48.37'
L6	N.83°13'00"E	56.47'

1
2
3
4
5
6

1/22/02: New Water Tank Easement
 U.S.N. KEY WEST, FLORIDA
 Truman Annex
 Water Tank Easement
 Scale: 1"=100' (Plan No.: 00-516-TA)
 Date: 1/22/02
 FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR
 3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 233-4468
 Fax: (305) 293-0237

EXHIBIT "G"

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



National Marine
 Sanctuary

P.O.B.
 N=79778.18
 E=388102.85

Centerline 20' wide
 Electrical Easement

Existing
 Electrical
 Easement

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) 263-1416
 Fax: (305) 263-1417

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

Date: 11/01/02

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.

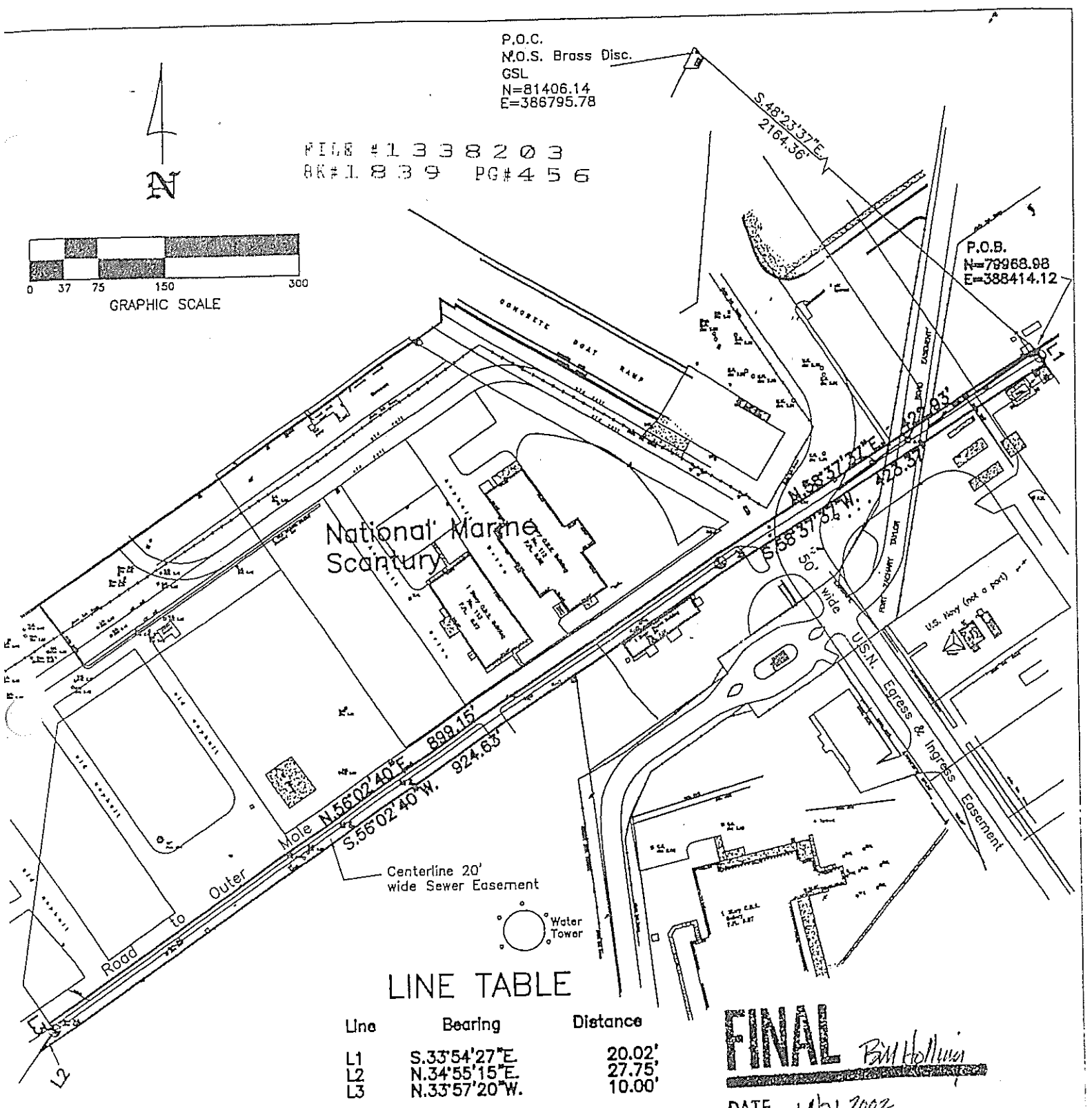
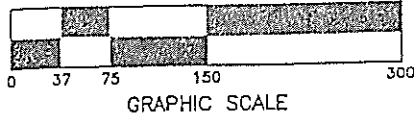
Scale: 1"=100'
 Date: 8/20/02

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



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 Holliman*

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, Manroe 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

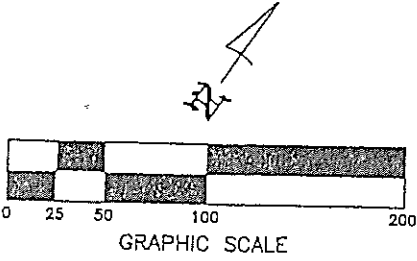
Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Sewer Easement - 0.62 Ac.

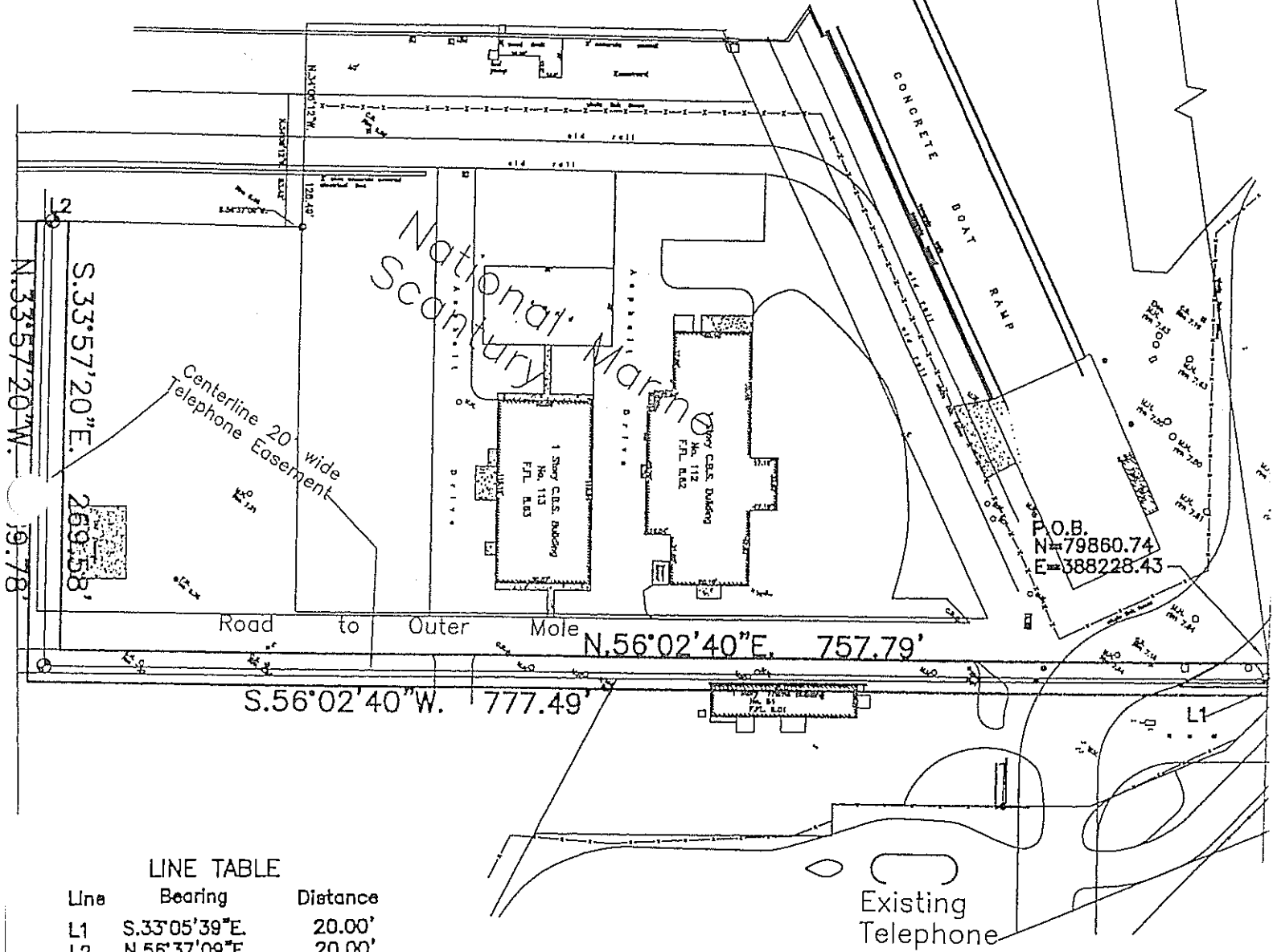
REVISIONS AND/OR ADDITIONS

8/29/02: Correct L.D.

Scale: 1"=150'	Ref. file	Dwn No.: 02-541
Date: 8/20/02		Dwn. 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
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 Fax. (305) 293-0237

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

Telephone Easement - 0.48 Ac.

Survey I

REVISIONS AND/OR ADDITIONS

FINAL *Paul Hill*

Scale: 1"=100'

Ref. file

Dwn No.: 02-541

Date: 8/20/02

Dwn. By: F.H.H.

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 Northside Drive
Suite 101
Key West, FL 33040
(305) 331-1111
Fax: (305) 331-1237

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

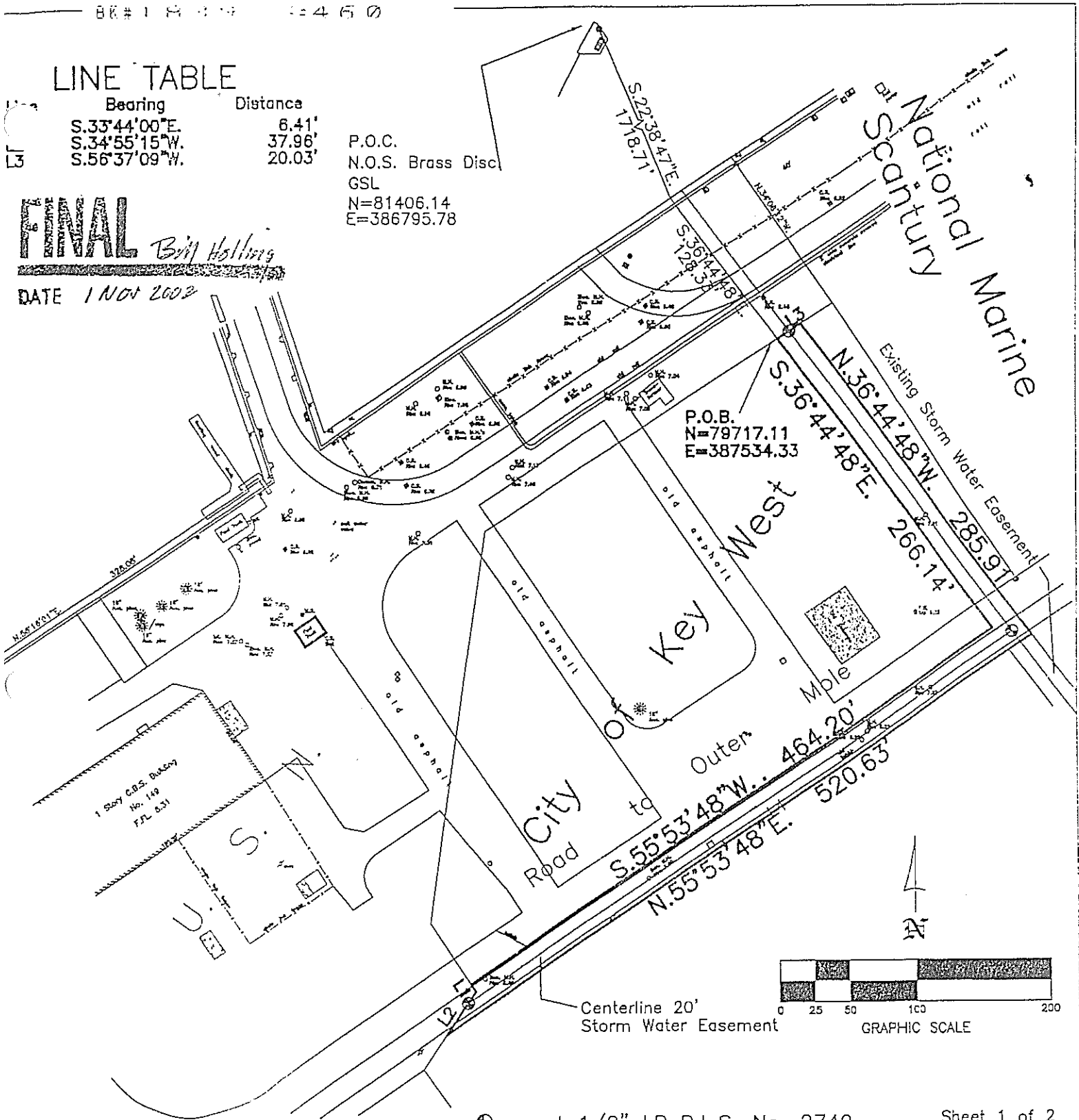
Bearing	Distance
S.33°44'00"E.	8.41'
S.34°55'15"W.	37.96'
S.56°37'09"W.	20.03'

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

FINAL

Bill Hollins

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) 293-1000
 Fax: (305) 293-1001

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 # 1 3 3 8 2 0 3
 BK# 1 8 3 9 PG# 4 6 1

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.

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

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 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

N 0 4 # 2
 U 0 2 # 2
 N 0 2 # 2
 E 0 2 # 2
 T 0 2 # 2
 B 0 2 # 2
 I 0 2 # 2
 L 0 2 # 2

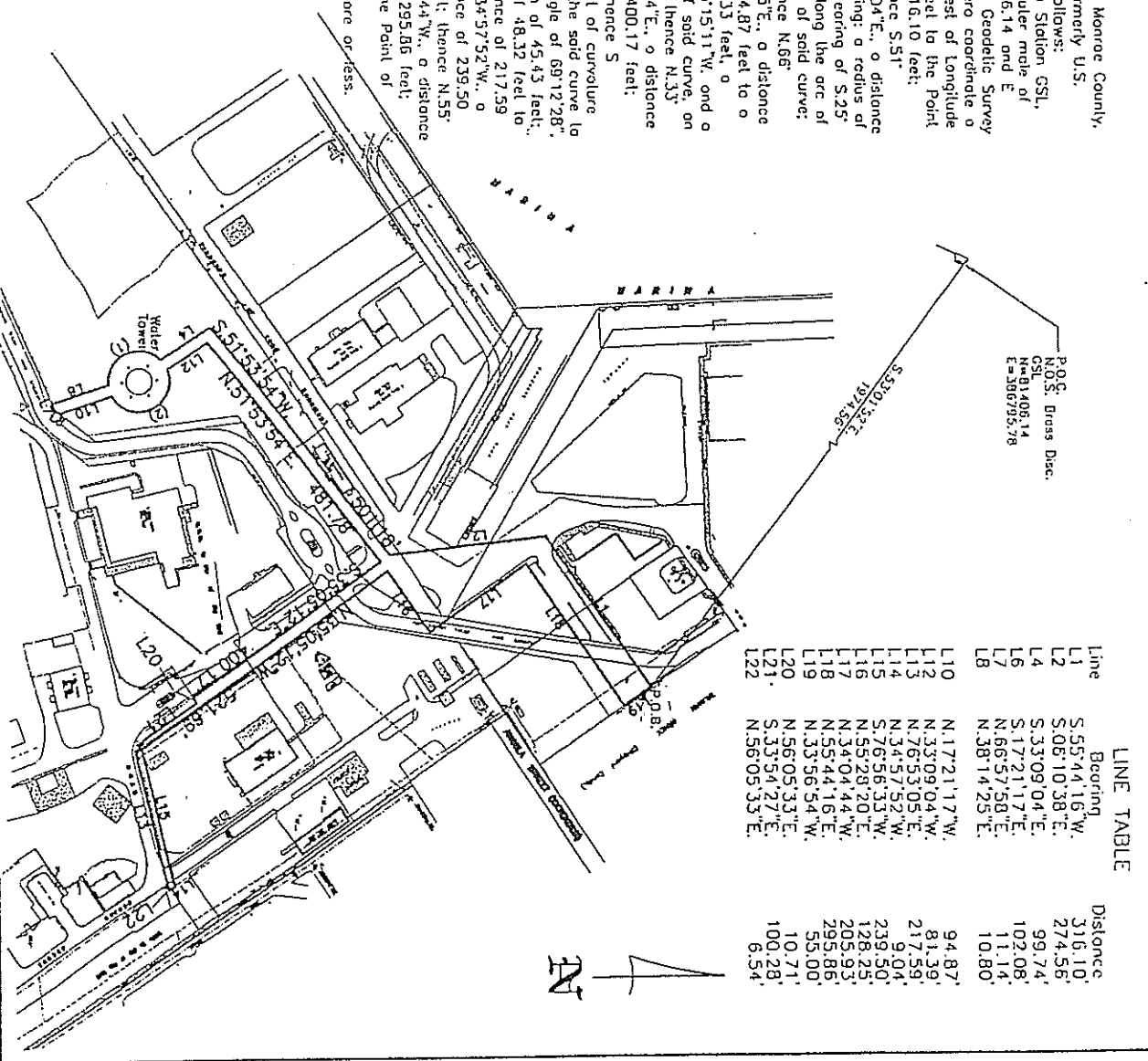
MAP
 Bill Hillman
 E / Nov 2002

LEGAL DESCRIPTION: Potable Water 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 GSI, 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 366.795.78 (1983/89), based on the U.S. Coast and Geodetic Survey meridian grid coordinate system which has for its zero coordinate point of Latitude North 24°20'00" E for 1974.56 feet to the Point West 81°00'00"; thence S 53°01'52" E for 1974.56 feet to the Point of Beginning; thence S 55°44'16"W, a distance of 316.10 feet; thence S 06°10'38"E, a distance of 274.56 feet; thence S 51° 53'54"W, a distance of 501.18 feet; thence S 33°09'04"E, a distance of 99.74 feet to a point on a curve to the left, having a radius of 52.33 feet, a central angle of 142°10'14", a chord bearing of S 42° 52'33" E, and a chord length of 99.01 feet; thence along the arc of said curve, an arc length of 129.85 feet to the end of said curve; thence S 17°21'17"E, a distance of 102.08 feet; thence N 66° 57'58"E, a distance of 11.14 feet; thence N 38°14'25"E, a distance of 10.80 feet; thence N 17°21'17"W, a distance of 94.87 feet to a point on a curve to the left, having a radius of 52.33 feet, a central angle of 173°45'47", a chord bearing of N 25°15'11"W, and a chord length of 104.51 feet; thence along the arc of said curve, an arc length of 158.70 feet to the end of said curve; thence N 33° 09'04"W, a distance of 81.39 feet; thence N 51°53'54"E, a distance of 481.78 feet; thence S 35°05'12"E, a distance of 400.17 feet; thence N 56°05'33" E for a distance of 10.71 feet; thence S 33°54'27" E for a distance of 100.28 feet to a point of curvature of a curve concave to the Northeast; thence along the said curve to the left, having a radius of 40.00 feet, a central angle of 69°12'28", a chord bearing of S 68°30'41" E and a chord length of 45.43 feet; thence along the arc of said curve, an arc length of 48.32 feet to the end of said curve; thence N 76°53'05"E, a distance of 217.59 feet; thence N 56°05'33" E for 6.54 feet; thence N 34°57'52"W, a distance of 9.04 feet; thence S 76°56'33"W, a distance of 235.50 feet; thence N 35°05'12"W, a distance of 521.69 feet; thence N 55° 28'20"E, a distance of 128.25 feet; thence N 34°04'44"W, a distance of 205.93 feet; thence N 35°44'16"E, a distance of 295.85 feet; thence N 33°56'34"W, a distance of 35.00 feet; thence N 56°05'33"E, a distance of 10.71 feet; thence S 33°54'27"E, a distance of 100.28 feet; thence N 35°05'33"E, a distance of 55.00 feet to the Point of Beginning.
 Parcel contains 73601 square feet or 1.69 acres, more or less.

Table Water Easement
 at 1"=200' Dwn No: 00-516-TA
 12/12/00
FEDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR
 3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 293-0466
 Fax: (305) 293-0237



LINE TABLE

Line	Bearing	Distance
L1	S 55°44'16"W	316.10
L2	S 06°10'38"E	274.56
L4	S 33°09'04"E	99.74
L6	S 17°21'17"E	102.08
L7	N 66°57'58"E	11.14
L8	N 38°14'25"E	10.80
L10	N 17°21'17"W	94.87
L12	N 33°09'04"W	81.39
L13	N 76°53'05"E	217.59
L14	N 34°57'52"W	9.04
L15	S 76°56'33"W	239.50
L16	N 55°28'20"E	128.25
L17	N 34°04'44"W	205.93
L18	N 35°44'16"E	295.85
L19	N 33°56'34"W	35.00
L20	N 56°05'33"E	10.71
L21	S 33°54'27"E	100.28
L22	N 35°05'33"E	6.54

Curve number 1
 Radius= 52.33'
 Delta= 142°10'14"
 Arc= 129.85'
 Tangent= 152.72'
 Chord= 99.01'
 Chord Brg= S 53°15'11"E

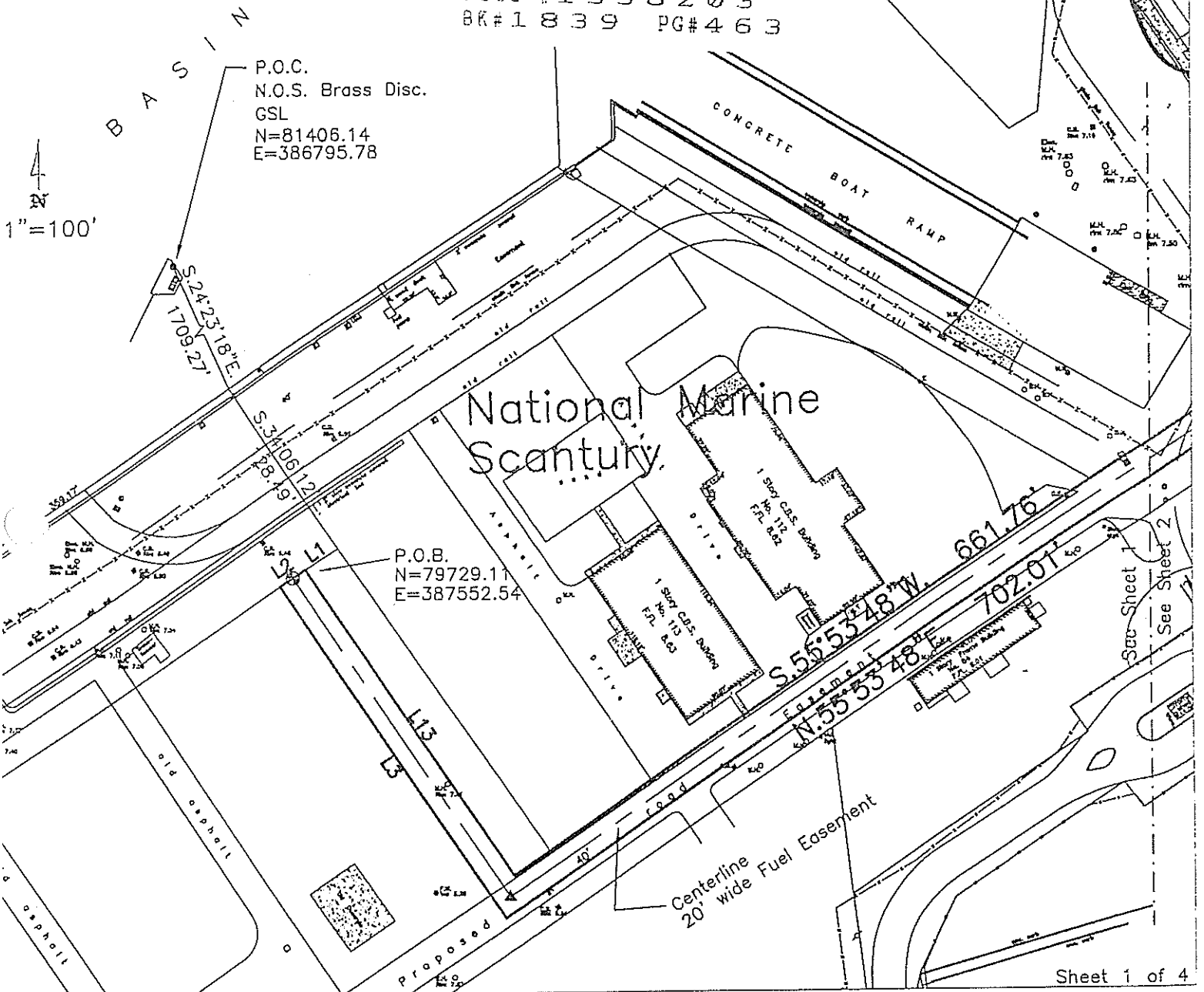
Curve number 2
 Radius= 52.33'
 Delta= 173°45'47"
 Arc= 158.70'
 Tangent= 390.59'
 Chord= 104.51'
 Chord Brg= N 35°15'11"W

Curve number 3
 Radius= 40.00'
 Delta= 69°12'28"
 Arc= 48.32'
 Tangent= 27.69'
 Chord= 45.43'
 Chord Brg= S 68°30'41"E

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
BR#1839 PG#463



FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

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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

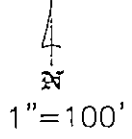
Dwn No.: 02-541

Date: 8/20/02

Dwn. By: F.H.H.

LINE TABLE

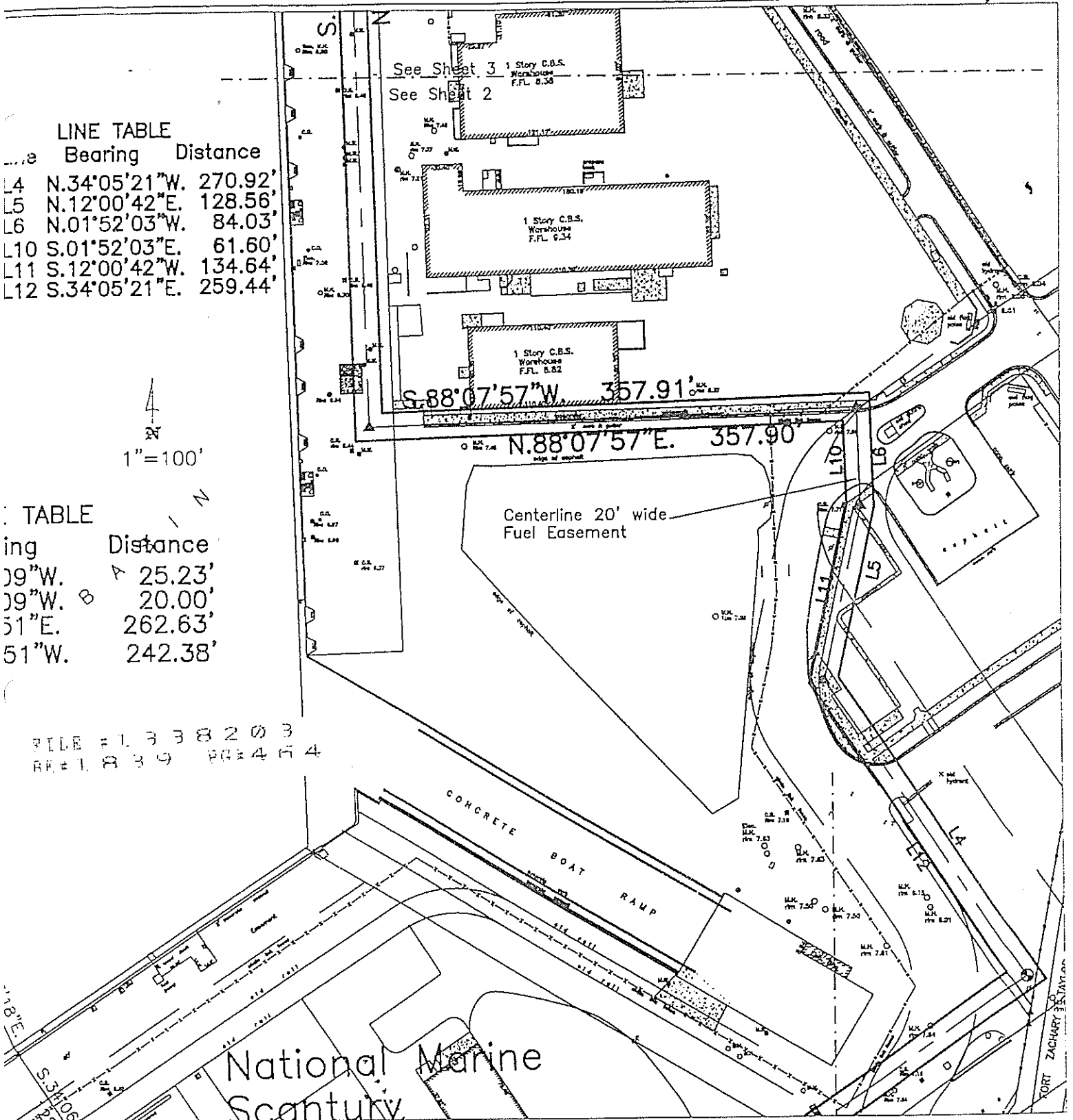
Line	Bearing	Distance
L4	N.34°05'21"W.	270.92'
L5	N.12°00'42"E.	128.56'
L6	N.01°52'03"W.	84.03'
L10	S.01°52'03"E.	61.60'
L11	S.12°00'42"W.	134.64'
L12	S.34°05'21"E.	259.44'



LINE TABLE

Line	Bearing	Distance
L9	S.09°09'W.	25.23'
L10	S.09°09'W.	20.00'
L11	S.51°01'E.	262.63'
L12	S.51°01'W.	242.38'

FILE # 1 3 3 8 2 0 3
 RR # 1 8 3 9 PRK 4 4



National Marine
 Scantury

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

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

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

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
 Dwn. By: F.H.H.

Date: 8/25/02

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

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'

B
A
S
I
N

Centerline 20' wide
Fuel Easement

1"=100'

S.0°53'48"E. 823.59'
 N.01°53'48"W. 792.52'

See Sheet 3
 See Sheet 2

Sheet 3 of 4

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 North ...
 Suite 101
 Key West, Florida 33040
 (305) 293-1111
 Fax: (305) 293-1111

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: 8/29/02

F.H.H.

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

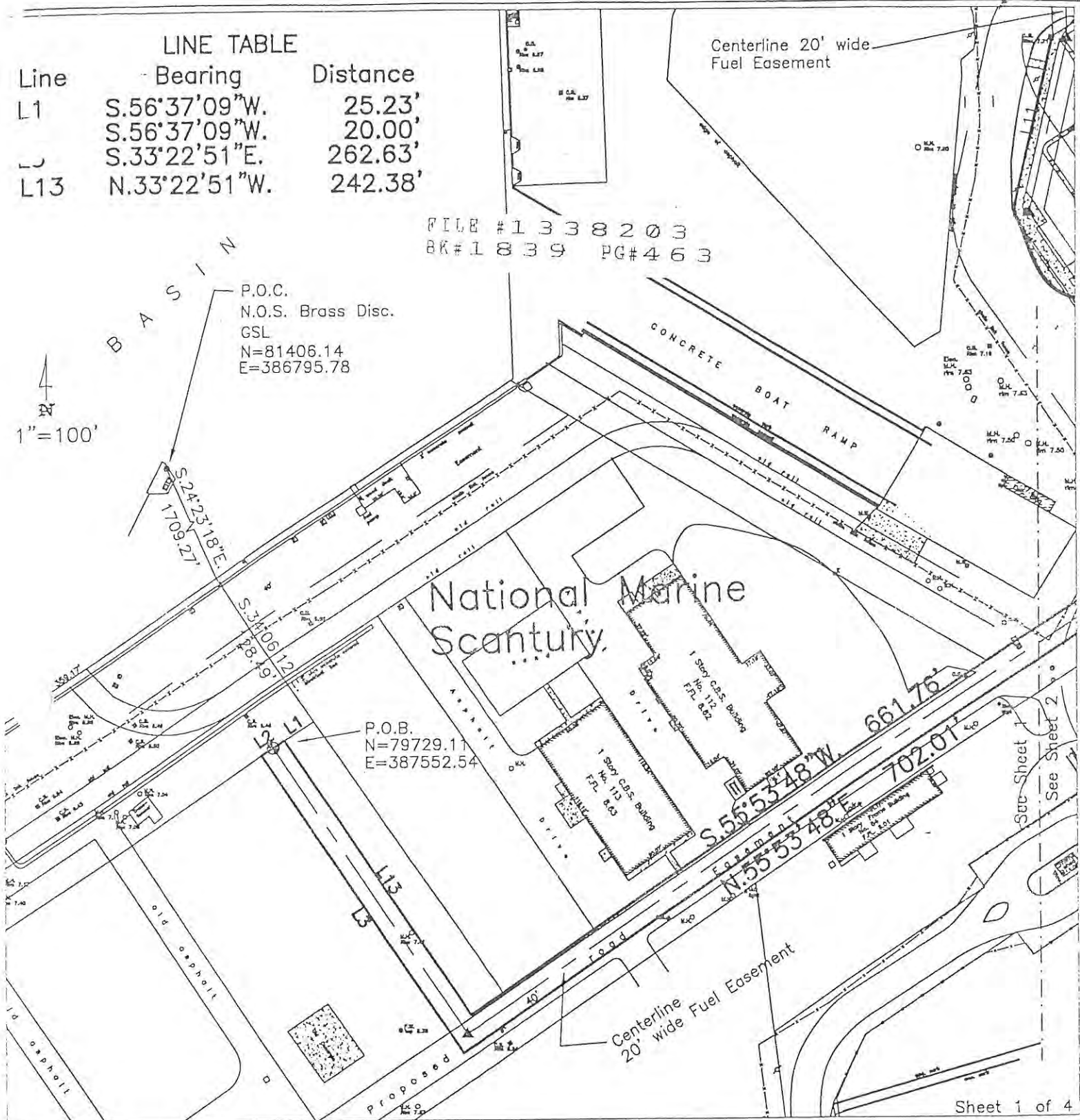
1" = 100'

B
A
S
I
N

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

National Marine
 Scantury

P.O.B.
 N=79729.11
 E=387552.54



FREDERICK H. HILDEBRANDT
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 (305) 293-0466
 Fax. (305) 293-0237

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

Fuel Line Easement - 1.27 Ac.

EXHIBIT 11

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

FINAL Bill Holling

Scale: 1"=100'

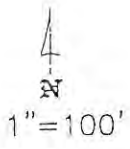
Ref. file

Dwn No.: 02-541

Date: 8/20/02

Dwn. By: F.H.H.

L...	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'



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

FILE # 1338203
 RE# 1839 PG# 474

National Marine
 Scantury

See Sheet 3
 See Sheet 2

S.88°07'57"W. 357.91'
 N.88°07'57"E. 357.90'

Centerline 20' wide
 Fuel Easement

CONCRETE
 BOAT
 RAMP

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

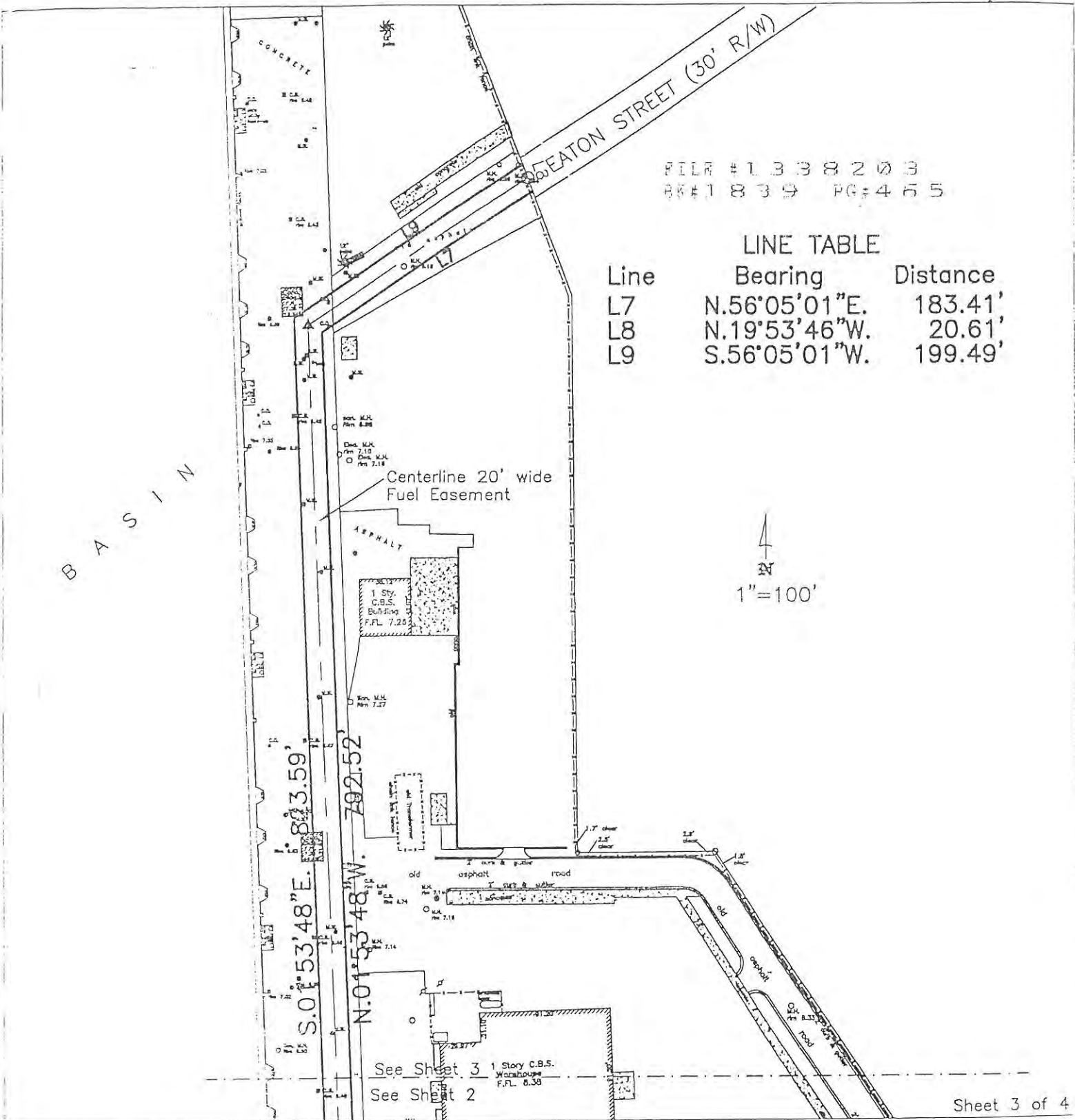
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Ref. file

Dwn No.: 02-541

Date: 8/20/02

Dwn. By: F.H.H.

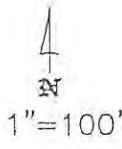


FILE # 1338203
 BK # 1839 PG: 455

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'

Centerline 20' wide Fuel Easement



S.0°53'48"E. 893.59'
 N.01°53'48"W. 792.52'

See Sheet 3
 See Sheet 2

Sheet 3 of 4

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 North US 1
 Suite 101
 Key West, FL 33040
 (305) 293-1111
 Fax: (305) 293-1111

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'

No.: 02-541

Date: 8/20/02

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) 284-1111
 Fax: 305-284-1122

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'

2002-541

Date: 8/20/02

B. F. H.

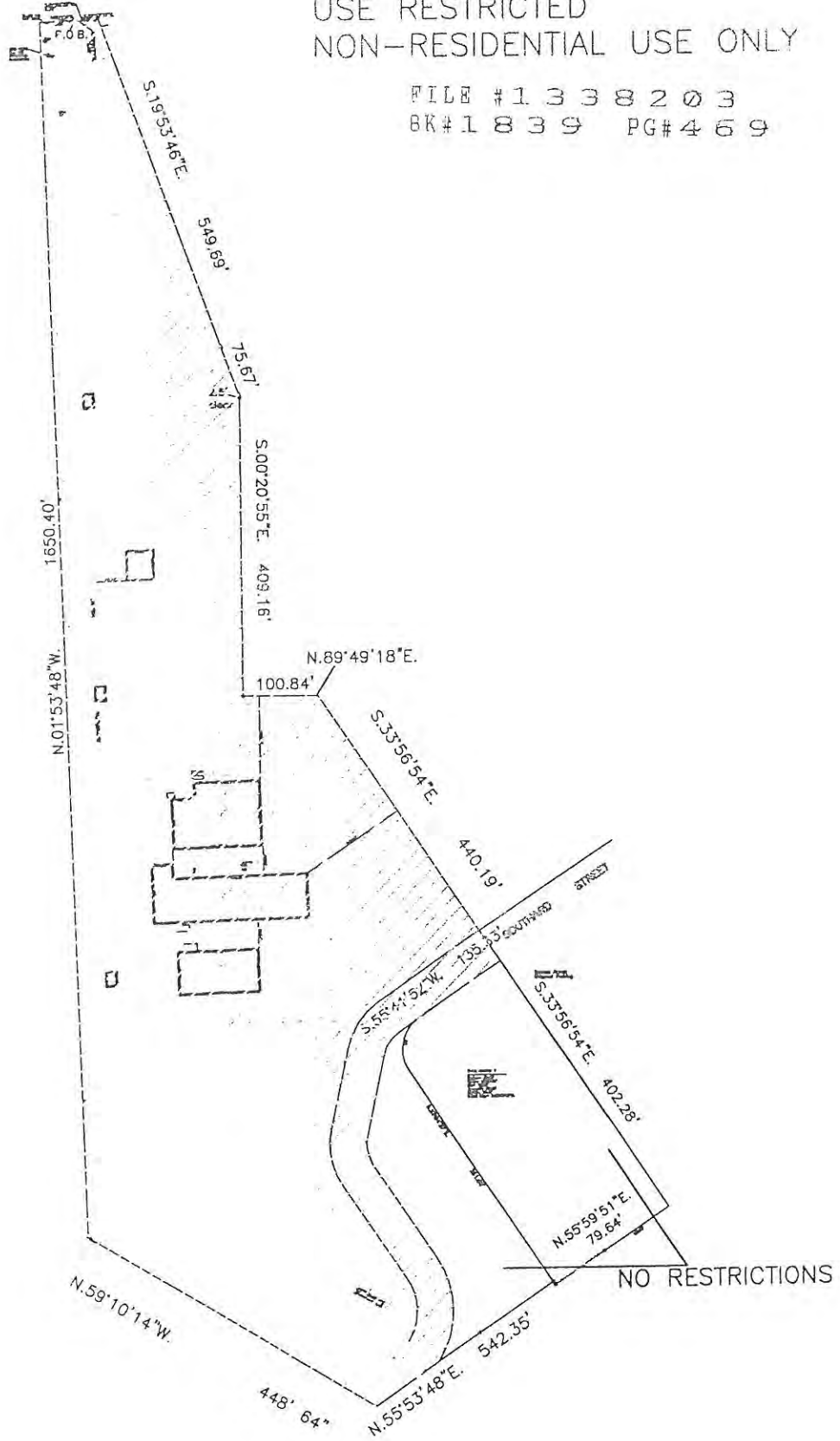
Key West EDC MOA Exhibit G

Development Plan Submission Criteria

Plans shall be prepared by a registered architect or engineer and include: proposed use; proposed lot or building site lines with dimensions, setbacks, parking and landscaped yards; location and floor area size of all existing and proposed buildings; building elevations; and, designation of all dwelling unit types and number of units.

PARCEL E - DARK GREEN
SOIL AND GROUNDWATER
USE RESTRICTED
NON-RESIDENTIAL USE ONLY

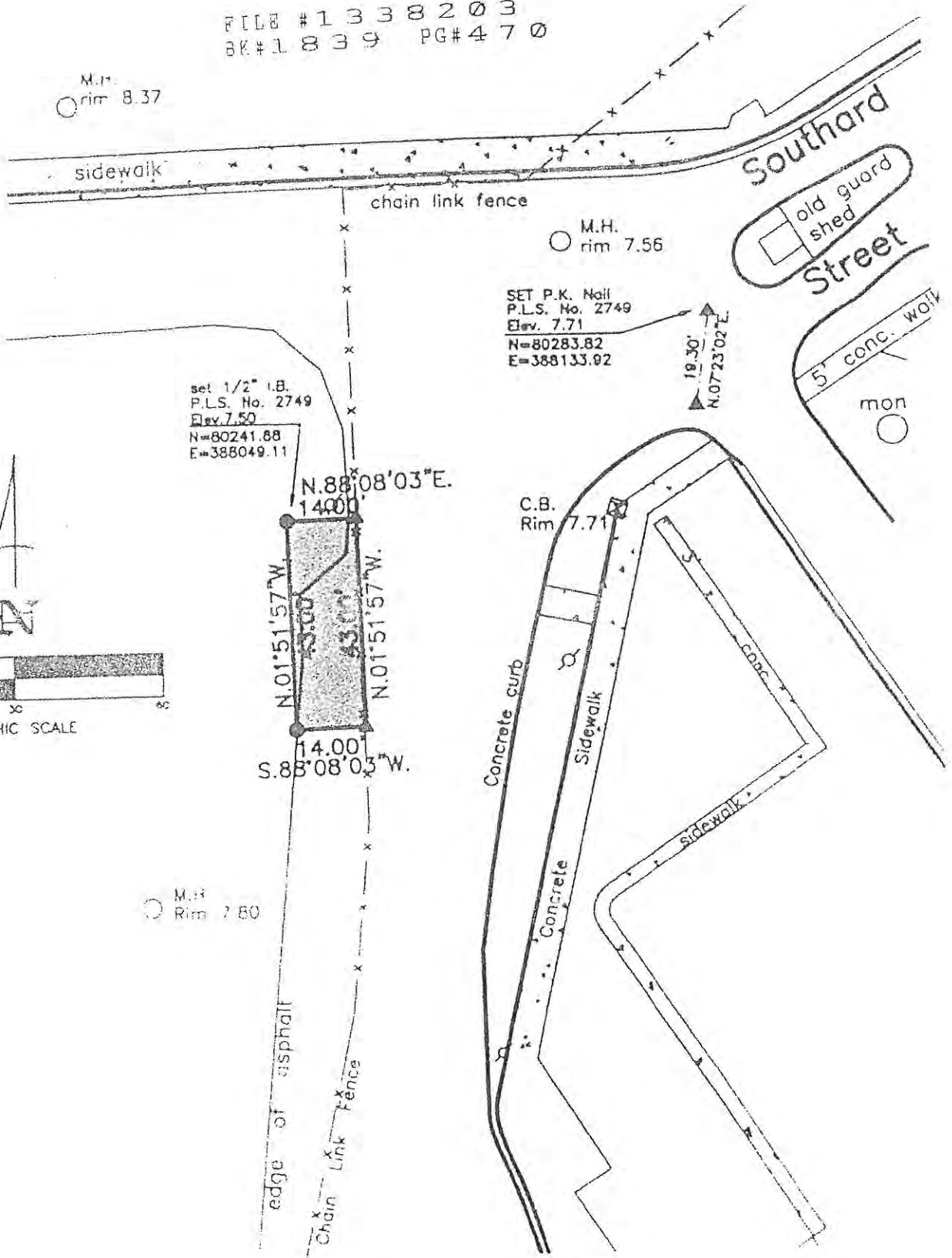
FILE #1338203
BK#1839 PG#469



NO RESTRICTIONS

FILE # 1338203
 BK# 1839 PG# 470

M.H.
 rim 8.37



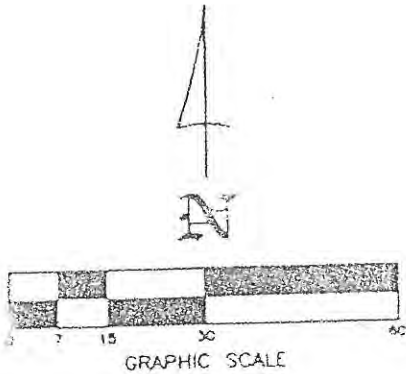
M.H.
 rim 7.56

SET P.K. Nail
 P.L.S. No. 2749
 Elev. 7.71
 N=80283.82
 E=388133.92

set 1/2" I.B.
 P.L.S. No. 2749
 Elev. 7.50
 N=80241.88
 E=388049.11

19.30'
 N.07°33'02"E

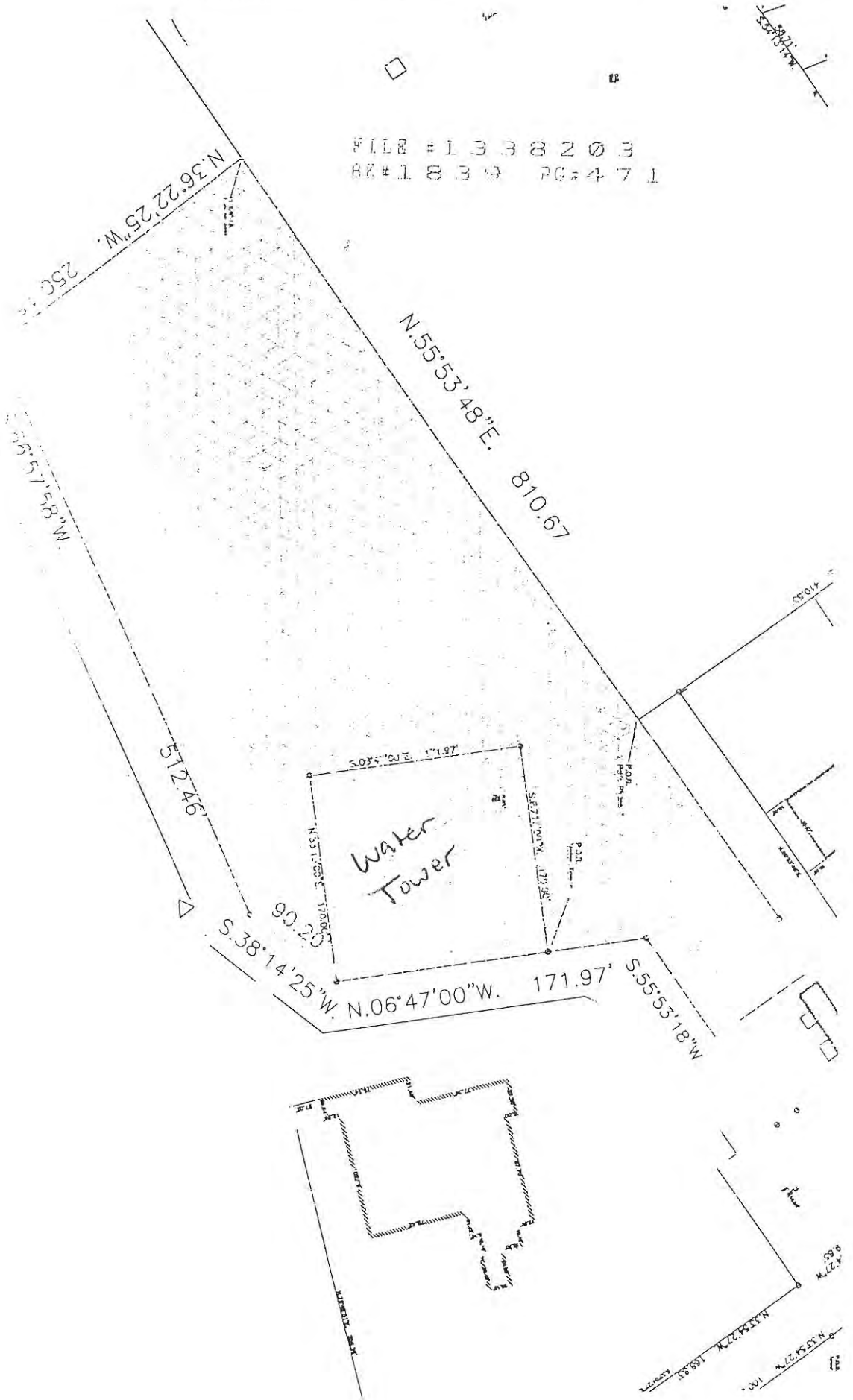
C.B.
 Rim 7.71



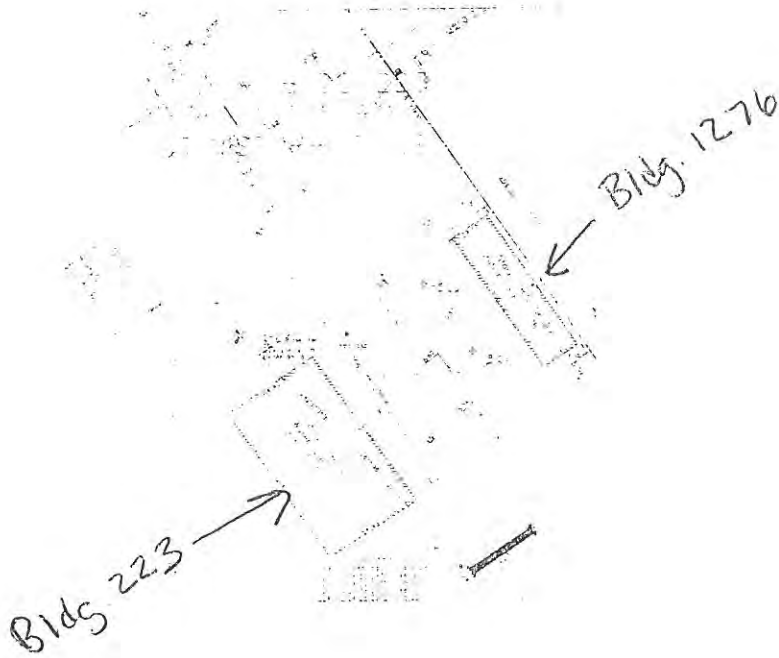
M.H.
 Rim 7.80

prepared by Frederick H. Hildebrandt 3150 Northside Drive Key West, Florida 33041 (305) 293-0466	U.S.N. N.A.S. Key West, Florida Site Boundary Map Figure No. R 2	Date: 6/5/00	Tetra Tech Nus, Inc 661 Anderson Drive Pittsburgh, Pa 15220
		F.H.H. No. 00-257	
		Scale: 1"=30'	
		Dwn. By: F.H.H.	

FILE # 1338203
BK # 1839 PG: 471



FILE #1338203
BY#1839 PG#472



Site B

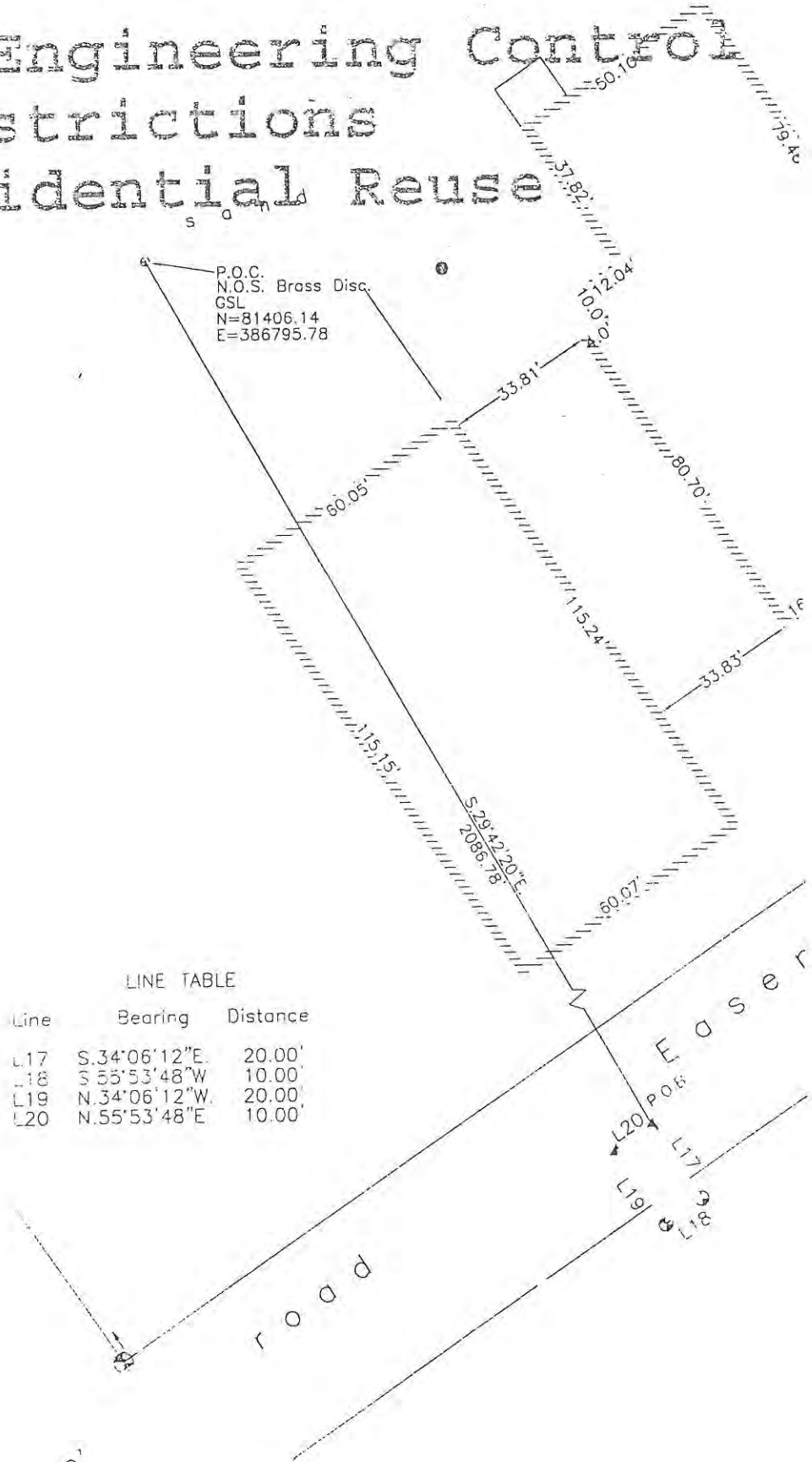
DE
 SC
 NC

Engineering Control
 Restrictions
 Confidential Reuse

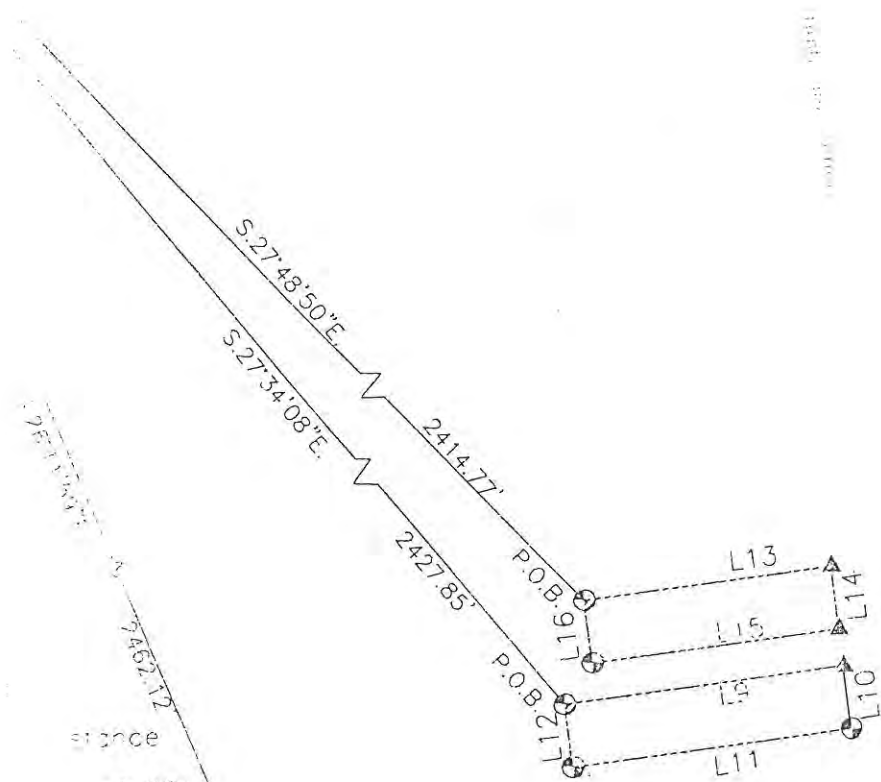
P.O.C.
 N.O.S. Brass Disc.
 GSL
 N=81406.14
 E=386795.78

LINE TABLE

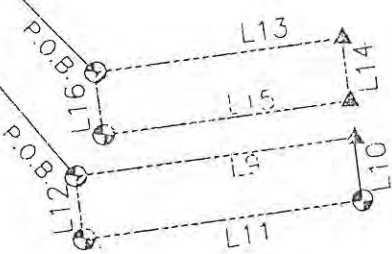
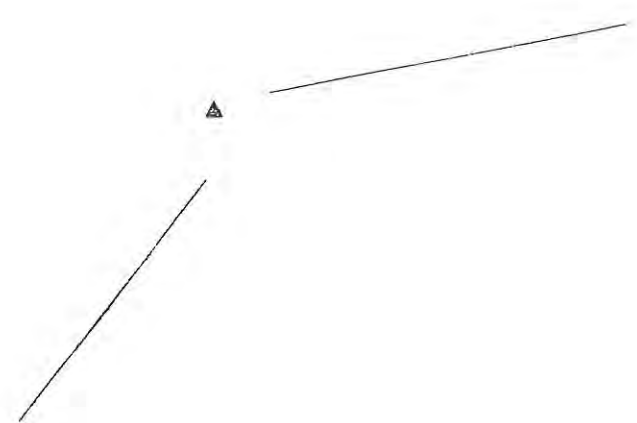
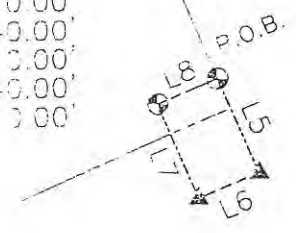
Line	Bearing	Distance
L17	S.34°06'12"E	20.00'
L18	S.55°53'48"W	10.00'
L19	N.34°06'12"W	20.00'
L20	N.55°53'48"E	10.00'



DRMO - Soil Restrictions Non-Residential Reuse



Line	Distance
L5	6.00
L6	0.00
L7	5.00
L8	0.00
L9	45.00
L10	0.00
L11	45.00
L12	0.00
L13	40.00
L14	0.00
L15	40.00
L16	0.00



DRMO - Engineering Control Soil Restrictions Non-Residential Reuse

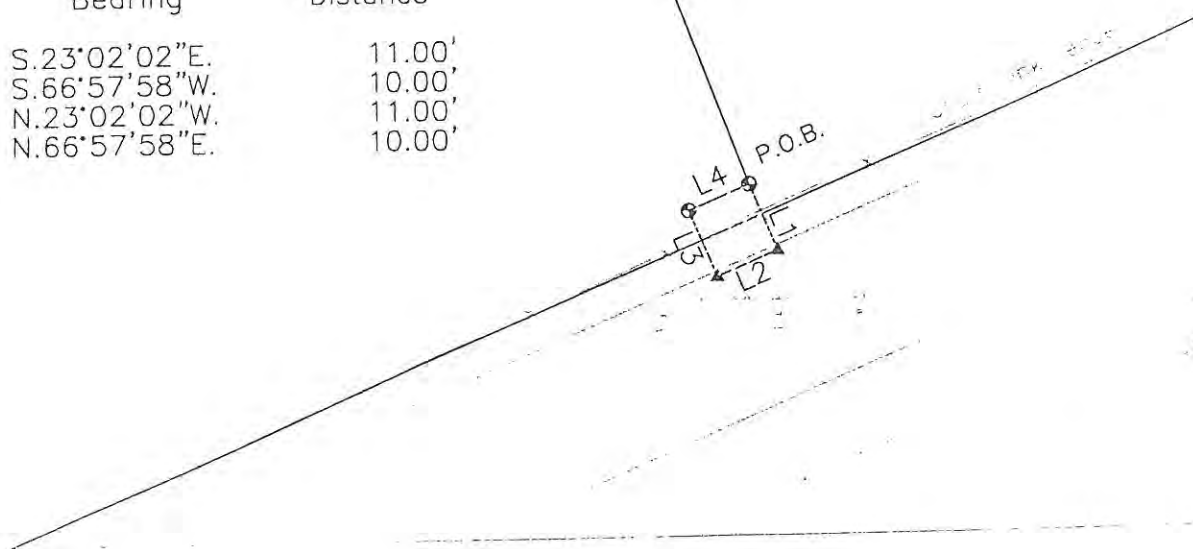
P.O.C.
N.O.S. Brass Disc.
GSL
N=81406.14
E=386795.78

FILE #1338203
BK#1834 PG#475

S.20°52'49"E
2460.10'

LINE TABLE

Line	Bearing	Distance
L1	S.23°02'02"E.	11.00'
L2	S.66°57'58"W.	10.00'
L3	N.23°02'02"W.	11.00'
L4	N.66°57'58"E.	10.00'



LEGAL DESCRIPTION: Site A

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 29°42'20" E., a distance of 2086.78 feet to the Point of Beginning. thence S 34°06'12" E for a distance of 20.00 feet; thence S 55°53'48" W for a distance of 10.00 feet; thence N 34°06'12" W for a distance of 20.00 feet; thence N 55°53'48" E for a distance of 10.00 feet to the Point of Beginning.
Containing 200 square feet.

LEGAL DESCRIPTION: Site B

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°37'35" E., a distance of 2637.96 feet to the Point of Beginning. thence N 55°36'25" E for a distance of 46.00 feet; thence S 34°25'29" E for a distance of 5.00 feet; thence S 55°36'25" W for a distance of 46.00 feet; thence N 34°25'29" W for a distance of 5.00 feet to the Point of Beginning.
Containing 230 square feet.

LEGAL DESCRIPTION: Site C

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 27°48'50" E., a distance of 2414.77 feet to the Point of Beginning. thence N 83°13'00" E for a distance of 40.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 40.00 feet; thence N 05°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 400 square feet.

LEGAL DESCRIPTION: Site D

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 27°34'08" E., a distance of 2427.85 feet to the Point of Beginning. thence N 83°13'00" E for a distance of 45.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 45.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 450 square feet.

LEGAL DESCRIPTION: Site E

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 26°11'59" E., a distance of 2462.12 feet to the Point of Beginning. thence S 23°02'02" E for a distance of 16.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 16.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 160 square feet.

LEGAL DESCRIPTION: Site F

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 20°52'49" E., a distance of 2460.10 feet to the Point of Beginning. thence S 23°02'02" E for a distance of 11.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 11.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 110 square feet.

Parcel K - Dark Green
Soil Restrictions
Restricted to Non-Residential Use

National Marine
Sanctuary
(Not a Part)

City of
Key
to
32.40±
Ac.

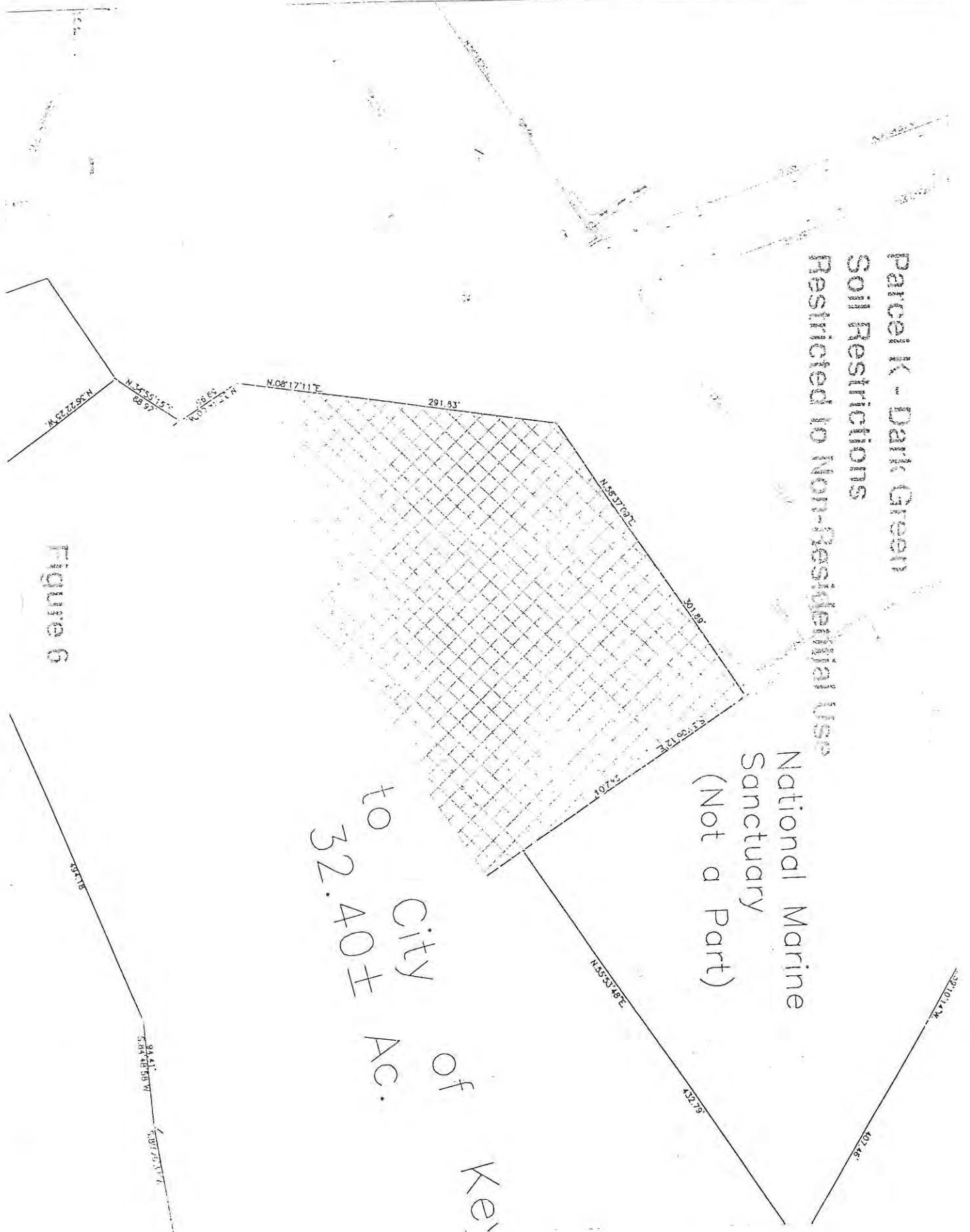


Figure 6

EXHIBIT 4
40 CFR 373
HAZARDOUS SUBSTANCE NOTICE

Substance Name	Chemical Abstracts Services Registry Number (CASRN)	Synonym	RCRA Hazardous Waste Number	Quantity Stored/Released	Date of Storage/Release	Remedial Action
Polychlorinated Biphenyls (PCBs)	11096-82-5 11097-69-1	Aroclor-1260 Aroclor-1254, chlorodiphenyl-54% chlorine)	None	Undocumented	1940-1974	Excavation and disposal
Antimony	7440-36-0	Antimony Compounds, Stibium C.I. 77050	None	Undocumented	N/A	Excavation and disposal
Benzo(a)pyrene	50-32-8	3,4, benzopyrene	U022	Undocumented	N/A	Excavation and disposal
Arsenic	7440-38-2	Arsenic	D004	Undocumented	N/A probable application	Excavation and disposal
Indeno (1,2,3-cd)pyrene	193-39-5	1,10-(1,2-Phenylene)pyrene	U137	Undocumented	N/A probable application	Excavation and disposal
Benzo(b)fluoranthene	205-99-2	3,4 benzofluoranthene	None	Undocumented	N/A	Excavation and disposal
Benzo(k)fluoranthene	207-08-9	None	None	Undocumented	N/A	Excavation and disposal
Phenanthrene	85-01-8	None	None	Undocumented	N/A	No further action (no risk)
Benzene	71-43-2	[6] Annulene, Benzol, Benzole, Coal naphtha, cyclohexatriene, phene, phenyl hydride, pyrobenzol, pyrobenzole	U019 D018	Undocumented	1940-1974	No further action (no receptors)

MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT 4

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

FOSI, EX4

FILE #1338204
BK#1839 PG#481

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF KEY WEST
NAVAL PROPERTIES LOCAL REDEVELOPMENT
AUTHORITY
FOR THE
ECONOMIC DEVELOPMENT CONVEYANCE
OF A PORTION OF NAVAL AIR FACILITY, KEY
WEST
LOCATED IN KEY WEST, FLORIDA

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

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA
AND
CITY OF KEY WEST
NAVAL PROPERTIES LOCAL REDEVELOPMENT
AUTHORITY
FOR THE
ECONOMIC DEVELOPMENT CONVEYANCE
OF A PORTION OF THE NAVAL AIR FACILITY KEY WEST
LOCATED IN KEY WEST, FLORIDA**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made as of the _____ day of _____, 2002 ("Effective Date") by and between the **United States of America**, (hereinafter referred to as "Government"), acting by and through the Department of the Navy, and the **City of Key West**, recognized as the Naval Properties Local Redevelopment Authority (hereinafter referred to as "LRA") by the Office of Economic Adjustment on behalf of the Secretary of Defense (collectively, the "Parties").

a. The Government is the owner of certain real property, personal property, improvements and other rights appurtenant thereto, owned by the Government, located in Key West, Florida, and referred to as Naval Air Facility Key West (hereinafter referred to as "NAF Key West"). NAF Key West was used as a military installation, and was recommended for realignment by the 1995 Base Closure and Realignment Commission pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, as amended, 10 U.S.C.A. 2687 note, hereinafter referred to as "DBCRA").

b. The Naval Properties Local Redevelopment Authority, a public body, corporate and politic, created and organized under laws of the State of Florida, with power to acquire and dispose of federal military installations, desires to enter into this Agreement.

c. NAF Key West property subject to this conveyance consists of approximately 32.98 acres of land and improvements, including 8 buildings and various other structures, and personal property, but excluding any groundwater test wells and other remediation equipment or fixtures located thereon and utility infrastructure located within reserved easements described therein. The Property is more particularly described in the definitions section of this Agreement and in the documents attached hereto as EXHIBITS "A" and "A-1".

d. In accordance with Section 2905(b)(4) of the DBCRA, the Government will convey, and the LRA will acquire the Property, subject to the terms and conditions set forth herein.

A G R E E M E N T

NOW, THEREFORE, the Government and the LRA agree as follows:

ARTICLE 1. DEFINITIONS

When used herein, the following terms shall have the following meanings:

1.01. Agreement.

This Memorandum of Agreement together with all Exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

1.02. Claims.

Any and all losses, costs, liability, judgment, claims, proceedings, demands, actions, fines, penalties, expenses (including reasonable attorney's fees, damages or any other fees).

1.03. Closing(s).

The transaction(s) by which the Property shall be conveyed by the Government to the LRA.

1.04. Closing Documents.

Those documents required to be delivered by the Parties at a Closing pursuant to Article 3 hereof.

1.05. Deed(s).

A recordable quitclaim deed, substantially in the form of EXHIBIT "C", attached hereto, conveying fee simple title to all of the Property to the LRA.

1.06. Effective Date.

The latest date that appears below the signatures of the Parties at the end of this Agreement.

1.07. Environmental Baseline Survey for Transfer.

The Environmental Baseline Survey for Transfer (hereinafter also referred to as ("EBST")). A portion of the investigative report entitled "Finding of Suitability to Transfer and Environmental Baseline Survey for Transfer, Naval Air Facility, Key West, Florida, prepared by Southern Division, Naval Facilities Engineering Command.

1.08. Finding of Suitability to Transfer.

Finding of Suitability to Transfer. (hereinafter also referred to as "FOST"). The written determination by the Government that the Property is environmentally suitable for deed transfer to the LRA, for mixed-use commercial space and affiliated residential units, including a parcel of land serving as the road right-of-way for the extension of Trumbo Road, in full compliance with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act.

1.09. Property.

Approximately 32.98 acres of land located in the bounds of NAF Key West, as more particularly described by survey and accompanying metes and bounds description set forth on EXHIBITS "A" and "A-1" hereto, together with all improvements and personal property located thereon, but excluding any groundwater test wells and other remediation equipment or fixtures located thereon and excluding utility distribution systems and infrastructure located within the utility easements set forth in EXHIBITS "G" through "M."

1.10. Water Tower.

The portion of the Property identified in EXHIBIT "B" that due to ongoing environmental remediation being performed by the Government will be transferred by separate deed at a date to be determined by the Parties.

ARTICLE 2. AGREEMENT FOR NO-COST CONVEYANCE

In accordance with Section 2905(b)(4) of the DBCRA, as amended, and the implementing regulations of the Department of Defense (32 CFR part 175), this Agreement constitutes a contract whereby the LRA agrees to accept from the Government, and the Government agrees to convey to the LRA, the Property, subject to the satisfaction of the conditions precedent on or before the date of the Closing.

ARTICLE 3. CLOSING

3.01. Time and Place.

The Government shall use its best efforts to complete the FOST for the Property (other than the Water Tower Parcel as shown in EXHIBIT "B") no later than _____, 2002.

The Government and the LRA shall use their best efforts to conclude the initial Closing on the Property (other than the Water Tower Parcel) no later than forty-five (45)

days after issuance of such FOST, or the execution of the Agreement, whichever is later, at a time and place mutually agreed upon by the parties.

If the Government has satisfied all of its obligations under, and conditions to this Agreement, and the LRA thereafter refuses to close the applicable transaction within forty-five (45) days of completion of the FOST, or the execution of the Agreement, whichever is later, the Government may terminate this Agreement, and the Government shall thereafter have the right to proceed with disposal of the Property.

The Government and the LRA shall use their best efforts to conclude the Water Tower Parcel Closing no later than forty-five (45) days after issuance of an addendum to the FOST indicating that remediation of the Water Tower Parcel is complete and concluding that it is suitable for transfer.

3.02. Government Deliveries.

The Government shall deliver at the initial Closing the following Closing Documents to the LRA and as previously reviewed and approved as to form by the LRA:

- a) Executed Deed(s) conveying fee simple ownership of Property to the LRA in substantially the form set forth on **EXHIBIT "C"** attached hereto;
- b) Such transfer declarations, disclosure statements, evidence of due authorization, execution and delivery, and other documentation that may be required by Florida law, or reasonably required or requested by the Title Insurer or the LRA.

3.03 LRA Deliveries

The LRA will execute a grant of license ("License") to the State of Florida Department of Environmental Protection (FDEP) satisfactory to FDEP to grant FDEP access to the Property for the purpose of inspection, monitoring and enforcement of the Land Use Controls ("LUCs") placed on the Property pursuant to ARTICLE 9 herein. The failure of FDEP to accept such License shall not be grounds for holding the LRA in default or be deemed an LRA refusal to accept the Property and for terminating this Agreement in accordance with Article 3.01; in the event FDEP refuses to accept the License, the Parties shall confer with FDEP, and each other, to satisfy FDEP's need to inspect and monitor the Property and to enforce the LUCs.

ARTICLE 4. RECOUPMENT

All proceeds collected or received by the LRA from the sale or lease of any portion or all of the Property during the first seven (7) years after the date of the initial transfer of Property to the LRA shall be used to support the economic development or redevelopment of, or related to, the Property (as defined in the

DBCRA). An annual financial statement certified by an independent Certified Public Accountant for the seven (7) year period shall be submitted to the Government which describes the use of all sales and/or lease proceeds from the Property collected or received by the LRA during such period. If, after review of the annual financial statement, it is determined that such proceeds were not used to support economic development or redevelopment of, or related to, the Property, the LRA shall repay to the Government 100% of proceeds that are not appropriately so used or reinvested.

ARTICLE 5. TITLE EVIDENCE AND SURVEY

5.01. Title Insurance.

Any title insurance which may be desired by the LRA will be procured at its sole cost and expense. The Government shall, however, cooperate with the LRA and its authorized agent, and will permit examination and inspection of any documents relating to the title of Property as are available.

5.02. Survey.

a. If not previously submitted within thirty (30) days following the effective Date of this MOA, the LRA shall have prepared, at its expense, a survey of the Property with a certificate prepared by an engineer or land surveyor registered in the State of Florida.

b. The LRA shall have ten (10) days following receipt of the Title Binder within which to notify Government in writing, if the Title Binder does not show marketable title of record of Property in the Government, or if it contains exceptions or defects which cause Government's title to be unmarketable. Should such exceptions or defects not be waived by the LRA, the Government shall have the option following receipt of said notice to cure such exceptions or defects or to rescind this Agreement. Should the LRA waive the exceptions and defects in the title and proceed to Closing, the Government will cooperate fully with the LRA to assist in eliminating exceptions and defects from the final title opinion, provided the action requested is reasonable and within the legal authority of the Government. In the event that the Government is unable to convey title satisfactory to the LRA, the LRA may rescind this agreement without liability to either party.

ARTICLE 6. GOVERNMENT'S OBLIGATIONS PRIOR TO CONVEYANCE

6.01. Maintenance of the Property.

The Government has the responsibility to maintain the Property prior to conveyance of the Property.

6.02. Restrictions.

From the Effective Date to the Closing, the Government shall not do any of the following:

- a. Sell, encumber or grant any interest in the Property; or
- b. Remove any fixtures or Government owned personal property from the Property.

6.03. Delivery Requirements.

The Government shall deliver to the LRA, not later than thirty (30) days following the Effective Date of this Agreement, or as they become available, copies of the following, if not previously delivered to the LRA:

- a. All licenses and contracts relating to any portion of the Property;
- b. Existing plans and specifications for all improvements located on the Property;
- c. Drawings of all underground utilities (including sewer, well, septic, water, telephone and electrical service cables) located under the Property, if available;
- d. All essential data, correspondence, documents, agreements, waivers, notices, applications, and other records with respect to the Property (including, without limitation, any records relating to transactions with governmental agencies, utilities, and others with whom the LRA may be dealing following its acquisition of the Property);
- e. The Environmental Baseline Survey for Transfer and any maps, amendments or correspondence related thereto;
- f. The available FOST;
- g. All environmental reports and studies as may directly or indirectly relate to the Property;
- h. The Environmental Assessment (EA) and associated Finding of No Significant Impact (FONSI), dated 19 December 2000, prepared by the Government pursuant to the National Environmental Policy Act (NEPA); and
- i. All other documents required to be delivered pursuant to this Agreement or reasonably requested by LRA.

6.04. Notification of Changes.

The Government shall notify the LRA promptly if the Government becomes aware of any transaction or occurrence prior to the Closing which would affect any of the representations and warranties of the Government contained in this agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES OF GOVERNMENT

The Government hereby represents to the LRA on and as of the Effective Date of this Agreement and as of the Closing as follows:

7.01. Execution of Agreement.

The Government has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Government pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents to be executed on behalf of the Government are duly authorized to sign on the Government's behalf.

7.02. Complete Information.

To the best of the Government's knowledge, the information included in the Exhibits attached hereto and the Closing Documents and all other documents to be delivered to the LRA pursuant to this Agreement or previously delivered to the LRA are true, correct and complete in all material respects.

7.03. Possession.

To the best of the Government's knowledge, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any leases in existence or persons who have possessory rights or any claims in respect to the Property that will survive the Closing other than those easements and other property interests of record.

7.04. Claims.

To the best of the Government's knowledge, there are no claims, causes of action or other litigation or proceedings pending or threatened with respect to the ownership or operation of the Property.

7.05. Notice.

To the best of the Government's knowledge, the Government has not received any notice of (and is not otherwise aware of) any violations of any legal requirements with respect to the Property.

7.06. Environmental Baseline Survey.

To the best of the Government's knowledge, the Environmental Baseline Survey for Transfer accurately reflects all information in the possession or control of the Government with respect to the presence on, or suspected presence on, or any condition on or associated with, the Property that presents, or could present, a risk to human health or environment. The Environmental Baseline Survey has been prepared under the direction of the Government in compliance with all material requirements of all applicable directives, guidance documents, and other policies, and is based on investigations and analyses of the historical uses and current conditions of the Property.

7.07 Property Sold Subject to Existing Reservations.

The Property will be transferred subject to existing reservations, easements, restrictions, and rights for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, drainage, power lines, and other rights of entry of record.

7.08 Retained Easements

In addition to the above reservations, the Property shall be subject to the following covenants, restrictions and easements:

a. Non-exclusive utility and road easements over the Property along existing roads and existing utility distribution lines for continuous and unimpeded Government access for Government personnel, Government agents, and support equipment required to facilitate missions of the United States as set forth in EXHIBITS "D" through "M". provided, the LRA may request Government approval of alternate routes of Government access, which Government approval shall not be unreasonable withheld.

b. Non-exclusive easement over the Property along existing roads and existing rights-of-way to allow Government access to and use of the boat ramp area as described in EXHIBIT "N" ("Boat Ramp Area"), provided, the LRA may request Government approval of alternate routes of Government access to the Boat Ramp Area, which Government approval shall not be unreasonably withheld.

7.09 Notice and Acknowledgement of Government Right to Implement Security Procedures.

a. The LRA acknowledges that the Government may exercise its right of navigational servitude. No improvements or operations shall be permitted that interfere with or prohibit safe ship and/or small craft operations by the Government. No improvements are allowed within Truman Harbor outside of the Truman Harbor Area Development Zone as set forth in EXHIBIT "N" or the Trumbo Road Restricted

Development Zone as set forth in **EXHIBIT "O"**. The Government agrees to cooperate with the LRA's efforts to obtain necessary approvals for construction within the Truman Harbor Area Development Zone.

b. The LRA shall cooperate with the Government's efforts to establish/clarify restricted areas in Truman Harbor pursuant to 33 CFR Part 334; the Government recognizes the LRA's requirement for access to and berthing in the Truman Harbor Area Development Zone and the East Quay Wall Area as set forth in **EXHIBIT "N"**.

c. The Government asserts and the LRA acknowledges the 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 U.S. Navy vessels and 100 yards seaward from all Government property. These minimal standoff distances do not apply to water craft using the Boat Ramp Area. These standoff distances will apply to Navy 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 U.S. Navy vessels, the Government asserts and the LRA acknowledges the Governments' sovereign right 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.

d. LRA agrees to inform its lessees, licensees, or successors of the Government's intent to exercise its right of navigational servitude, its right to implement appropriate security procedures, the general security provisions described herein, and any additional security measures imposed by competent authority, including any restricted area established in accordance with subparagraph 7.09.c above. The LRA agrees to use, to the extent possible, its authority to support all such security measures.

7.10 Government Use of Boat Ramp Area and East Quay Berthing Area.

a. Boat Ramp Area: The LRA and the Government will jointly inspect and agree that the Boat Ramp Area as set forth in **EXHIBIT "N"** is in good and serviceable condition prior to the Closing. The LRA 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 LRA be obligated to repair any portion of the Boat Ramp Area damaged by the Government.

b. East Quay Berthing Area: To the extent to which the LRA seeks to have the Government use the East Quay Berthing Area as defined in **EXHIBIT "N"** in lieu of the Mole Pier, the Parties will agree in subsequent documents that the LRA will maintain the East Quay Berthing Area to a condition necessary to accommodate the relocated Government vessels.

7.11. Development and Use Restrictions and Covenants

All of the development and use restrictions and covenants (hereinafter referred to as the "Restrictive Covenants") within this Agreement shall be placed in the Deed(s) and shall run with the land and shall be binding on all subsequent owners of the Property until they are released. The Marketable Record Title Act does not affect or extinguish any rights created by these Restrictive Covenants (712.03(8), Florida Statutes, effective July 1, 2000).

a. With the exception of roadways, walkways and low level vegetation, and with the exception of a previously approved parking lot located near Seminole Battery, improvements are prohibited on the Property within 50 feet of the property line abutting the Government property, with the exception of the TACTS Tower, where improvements are prohibited on the Property within 20 feet of the property line around the TACTS TOWER, without the prior written approval of the Government utilizing the procedures described in paragraph 7.11(i).

b. If the LRA elects to relocate Government vessels to the East Quay Berthing Area pursuant to Section 7.10(b), the LRA shall not construct any improvements within 100 linear feet landward of the northern 711 linear feet of East Quay Berthing Area, other than roadways, walkways and low level vegetation, without the prior written approval of the Government utilizing the procedures described in paragraph 7.11(i). 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.

c. No improvements shall be constructed on the Property to an elevation greater than 35 feet above the crown of the closest road except where controlled by existing easements.

d. No obstructions or improvements may be placed in the Boat Ramp Area, nor shall it be used in any way that would prohibit or interfere with Government access and use of the Boat Ramp Area for its intended purpose of boat launching and recovery.

e. Facilities or operations on the Property that would create Radio Frequency Interference (RFI) with Government communication operations are prohibited, 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. This paragraph is not intended to prohibit normal small craft radio systems or cell phone use.

f. No commercial or recreational aviation use, or their related support functions, shall be permitted on the Property.

g. No improvements will be built within Truman Harbor outside of the area designated as Truman Harbor Area Development Zone.

h. No improvements will be built within the Trumbo Road Restricted Development Zone as set forth in **EXHIBIT "O"**.

i. Plans for the Property, ("LRA Development Plans") will be submitted 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 "P"**, 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 LRA and the Parties shall work to identify what, if any, modifications can be made to enable the LRA's Development Plans to proceed. The Government acknowledges and accepts the concepts for development specifically included with the Economic Development Conveyance application dated 7 October 2002. The LRA understands and acknowledges that the Government approval of the Economic Development Conveyance application does not act as a review and pre-acceptance by Government of any proposed specific site plans, consistent with city land development regulations for additions, alterations, capital improvements, ground or submerged land excavation plans or any proposed uses of or made in/at the licensed/leased and/or transferred areas. The Commanding Officer, Naval Air Facility, Key West or successor, will be agent for the Government with regard to review and concurrence of the LRA Development Plans. The LRA agrees and acknowledges that the Government assumes no liability to the LRA or its sublessees or licensee's or successors and assigns should implementation of any security procedures or the denial of any of the LRA's Development Plans pursuant to this paragraph interfere with or disrupt the use of the Property or LRA operations in Truman Harbor or result in any damages or economic

hardships to the LRA or its sublessees, licensee's, successors and assigns. The LRA 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.

7.12 Utilities.

a. The Government will retain ownership of those portions of utility distribution systems located on, under and through the Property ("Systems") in order to insure guaranteed utility services to support the retained Government property and the remaining military mission as located on the utility easements shown and described in EXHIBITs "G" through "M". The Government will remain responsible for the operation and maintenance of such Systems through the exercise of the utility easements described in Paragraph 7.08.

b. It is the intent of the LRA to install, or cause the installation, of new utility distribution systems at its own cost and expense to serve the Property as part of the redevelopment process. Following the installation of new utility distribution systems, the Government may tie into such new systems at its own cost and expense. Until such time as new utility distribution systems are installed by the LRA and fully operational, the Government and the LRA agree to cooperate during this transitional period concerning utility services to the Property.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES OF LRA

The LRA hereby represents and warrants to the Government on and as of the Effective Date and on and as of the Closing as follows:

Capacity.

The LRA has full capacity, right, power and authority to accept title and perform this Agreement. The individual signing this Agreement and all other documents to be executed pursuant hereto on behalf of the LRA is duly authorized to sign on the LRA's behalf. This Agreement and all documents to be executed by the LRA are and shall be binding upon the LRA.

ARTICLE 9. ENVIRONMENTAL CONDITION

Contamination in excess of FDEP residential cleanup target levels F.A.C. Chapter 62-777 will remain on the Property following conveyance of the Property to the LRA; therefore portions of the Property hereinafter referred to as the "Restricted Area (Land Use Controls)," as shown and described in EXHIBITs "Q" and "Q-1" will be subject to the following use restrictions as are contained in the Déed:

9.01. Groundwater Related Restrictions: The installation of wells or the extraction or use of groundwater will be prohibited on that portion of the Property

described as the Restricted Area (Land Use Controls) and shown in **EXHIBIT Q** without prior authorization from FDEP and the Government. These restrictions are established to prevent exposure to contaminated groundwater and preclude horizontal or vertical migration of contaminated groundwater. However, construction-related groundwater dewatering conducted in accordance with applicable state regulations is specifically authorized. FDEP will be the granting authority for construction-related groundwater dewatering, if the groundwater dewatering is conducted in accordance with applicable State of Florida regulations; appropriate precautions are taken for handling/disposal of potentially contaminated groundwater; migration of the groundwater plume is prevented; and human health and the environment are protected.

9.02. Development and Reuse Restrictions: Restrictions shall be established to maintain non-residential use on that portion of the Property described as the Restricted Area (Land Use Controls) and shown in **EXHIBITs Q and Q-1**. Non-residential reuse is defined as industrial, commercial, and recreational. Prohibited uses shall include, but not be limited to any child care, pre-school, playground, recreational camping, or any form of housing. Agricultural uses are also prohibited. Removal and disposal of potentially contaminated soil in excess of residential criteria in support of redevelopment activities is authorized as long as appropriate precautions are taken for handling/disposal of potentially contaminated soil; migration of potentially contaminated soil is prevented; and human health and the environment are protected.

9.03 Remedial Systems Non-interference Restrictions: Tampering with or damaging groundwater monitoring and/or soil monitoring and/or remediation systems (including pumps, wells, piping, utilities and associated appurtenances) currently located or which may later be installed on that portion of the Property described as the Restricted Area (Land Use Controls) and shown in **EXHIBITs Q and Q-1** will be prohibited; but adjustments may be made to the Monitoring/Remediation Systems (such as relocation or realignment) upon agreement between the Government and the property owner. The Government will advise the FDEP of any adjustments that may affect the function of these Monitoring/Remediation Systems or location/construction of wells. The siting of any future Monitoring/Remediation Systems will be coordinated with the landowner(s) in an effort to minimize interference with their use of the Property.

The LRA shall not hinder or prevent the Government from constructing, upgrading, operating, maintaining and monitoring any groundwater and/or soil treatment facilities and groundwater monitoring network or engage in any activity that will disrupt or hinder further remedial investigation, response actions or oversight activities on that portion of the Property described as the Restricted Area (Land Use Controls) and shown in **EXHIBITs Q and Q-1** or any adjoining portion of the Property.

9.04. Health and Safety Plan: The LRA 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 that portion of the Property described as the Restricted Area (Land Use Controls) and shown in **EXHIBITs Q and Q-1**.

9.05 Land Use Control (LUC) Maintenance: Prior to conveyance of the Property, the Government will brief representatives from the LRA and the South Florida Water Management District (SFWMD) about these LUCs and solicit the support of those agencies in assisting the Government to ensure future LUC compliance.

9.06. Physical Inspection. Annual physical inspections of the Property to ensure that all LUCs are being complied with will be conducted by the LRA, and reported to FDEP and the Government as long as maintenance is required at the Property.

9.07. Future Deed Transfers: In the event the LRA, or any successor or assignee (each hereinafter called a "Transferor") conveys any portions of the Property described as the Restricted Area (Land Use Controls) and shown in **EXHIBITS Q and Q-1** by deed, the Transferor shall impose upon the party to whom any of the forgoing portion thereof is transferred (the "subsequent owner") the foregoing general LUC implementation and maintenance related requirements, duties and obligations. The subsequent owner, its successors and assignees shall be bound by such requirements, duties and obligations. The Transferor shall thereafter have no further responsibility with respect thereto, provided, however, that each Transferor shall, notwithstanding such transfer, remain liable for any breach of such Restrictive Covenant to the extent caused by the fault or negligence of such party.

9.08 Notice of Transfer: The LRA shall provide written notice to the Government and FDEP of any subsequent sale, assignment or lease of those portions of the Property described as the Restricted Area (Land Use Controls) as shown in **EXHIBITS Q and Q-1** and provide contact information concerning the new owner or occupant.

9.09 LUC Modification/Termination: Those LUCs or an individual element of those LUCs to be imposed by Deed Restriction may be modified and/or terminated. Within ninety (90) days after the Government and FDEP agree that a LUC may be modified or terminated, the Government will provide the appropriate release of such Deed Restriction in recordable form for recordation by the owner in the Official Records of Monroe County, Florida.

9.10 Restrictive Covenant Release: The Government shall deliver to the LRA or its successors or assignees in recordable form any such release (the "Release") relating specifically to the Restrictive Covenant. The execution of the Release by the Government shall remove the Restrictive Covenant with respect to the portion of the Property specified in such Release. It will be the responsibility of the LRA to obtain release of any Restrictive Covenant granted by the LRA to the FDEP pursuant to Article 3.03.

9.11. Notification of LUC Release: The Government shall advise the LRA and the SFWMD upon the removal of the prohibition of groundwater extraction well installation and on any soil or subsurface soil restriction on any portions of the Property described as the Restricted Area (Land Use Controls) and shown in **EXHIBITS Q and Q-1**.

9.12. Government Section 330 Indemnification Obligation. The Government recognizes its obligation regarding indemnification of transferees of closing Department of Defense property pursuant to Section 330 of the National Defense Authorization Act of 1993 (Pub. L. No. 102-484), as amended by Section 1002 of Pub. L. 103-160 (Section 330).

ARTICLE 10. BROKERAGE; CONTINGENT FEES

No Fees Tied to Successful Acquisition by the LRA.

The LRA warrants that it has not employed or retained any party under an agreement or understanding for a commission, percentage, brokerage, or contingent fee tied to the successful transfer of the Property to the LRA. Breach of this warranty shall give the Government the right to recover from the LRA the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herewith set forth actually paid by the Government to any such party retained by the LRA. This warranty shall not apply to commissions payable by the LRA upon the contract being secured or made through bona fide established commercial agencies maintained by the LRA for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the commercial real estate brokerage business generally.

ARTICLE 11. DESTRUCTION OR DAMAGE

If, subsequent to the date hereof and prior to the Closing all or any portion of the Property shall be destroyed or damaged by fire or other casualty, the LRA may rescind this agreement by written notification within 30 days of receiving notice of such destruction or damage.

ARTICLE 12. NOTICES

Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally (including by messenger) or sent by United States registered or certified mail, return receipt requested, postage prepaid or by courier, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or two business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to the LRA:

City Manager
525 Angela Street
P. O. Box 1409
Key West, Florida 33041-1409

with copies to:

Ports Director
525 Angela Street
Key West, Florida 33040

If to Government:

Department of the Navy
Southern Division, Naval Facilities
Engineering Command
Attn: Real Estate Contracting Officer,
Code RE
P. O. Box 190010
North Charleston, SC 29419-9010

With copies to:

Commanding Officer
Naval Air Facility
P.O. Box 9001
Key West, Florida 33040-9001

ARTICLE 13. ENTIRE AGREEMENT, AMENDMENTS AND WAIVER

This Agreement contains the entire agreement and understanding of the parties with respect to the conveyance and acceptance of the Property, and may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by both of the Parties. The Parties hereto shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein.

ARTICLE 14. SURVIVAL AND BENEFIT

All representation, warranties, agreements, obligations and indemnities of the Parties shall, notwithstanding any investigation made by any party hereto, survive closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.

ARTICLE 15. INTERPRETATION

15.01 The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

15.02. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

15.03. Works of the masculine, feminine or neuter gender shall mean and include the correlative works or other genders, and words importing the singular number shall mean and include the plural number and vice versa.

15.04. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

15.05. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

15.06. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

15.07. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday observed by the performing party, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

15.08. This Agreement shall be governed by and construed in accordance with Federal law.

15.09. Time is of the essence of this Agreement.

15.10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 16. OFFICIALS NOT TO BENEFIT

The LRA acknowledges that no member of, or delegate to, the Congress, or resident commissioner, shall be permitted to share any part of the property conveyed and accepted, or to receive any benefit that may arise there from. This provision shall not be construed to extend to this memorandum if made with a corporation for its general benefit.

ARTICLE 17. NON-DISCRIMINATION

The LRA covenants for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part hereof, that the LRA and such

successors and assigns shall not discriminate upon the basis of race, color, sex, religion, 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 premises 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 or competent jurisdiction.

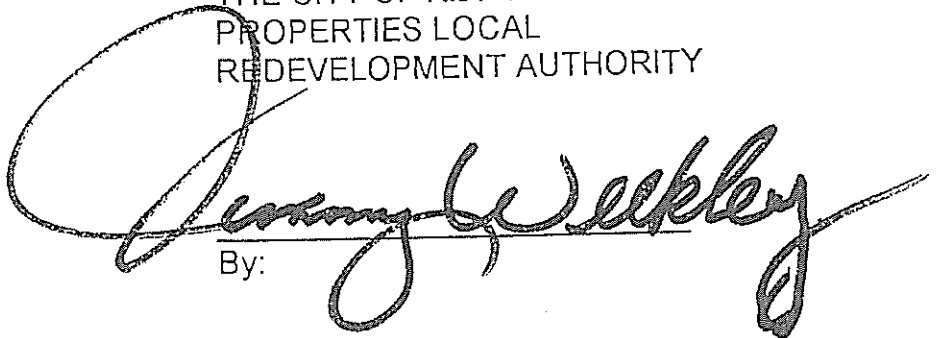
ARTICLE 18. FURTHER ASSISTANCE

The Government shall, upon the reasonable request of the LRA, execute, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in order to carry out the intent and purpose of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the LRA and the Government have caused this Agreement to be executed by their duly authorized representatives on the respective dates set forth beneath each of their signatures and hereby deem this Agreement to be effective as the latest such date which date shall be considered the date of this Agreement for all purposes.

THE CITY OF KEY WEST NAVAL
PROPERTIES LOCAL
REDEVELOPMENT AUTHORITY



By:

Jimmy Weekley

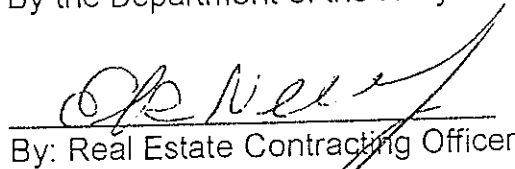
Printed:

Mayor of the City of Key

Title

DATE: October 23, 2002

THE UNITED STATES OF AMERICA
By the Department of the Navy



By: Real Estate Contracting Officer

R. E. Nelson

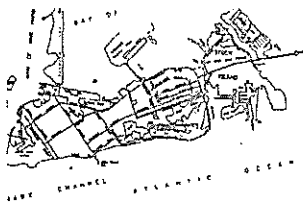
Printed:

DATE: 11-14-02

CONCURRENCE:



Commanding Officer
Naval Air Facility, Key West



LOCATION MAP
City of Key West
Stack Island

LINE TABLE

Line	Bearing	Distance
C.C.S.	N 80°01'07"E	57.02
	N 01°52'38"W	2.77
	N 88°13'17"E	19.93

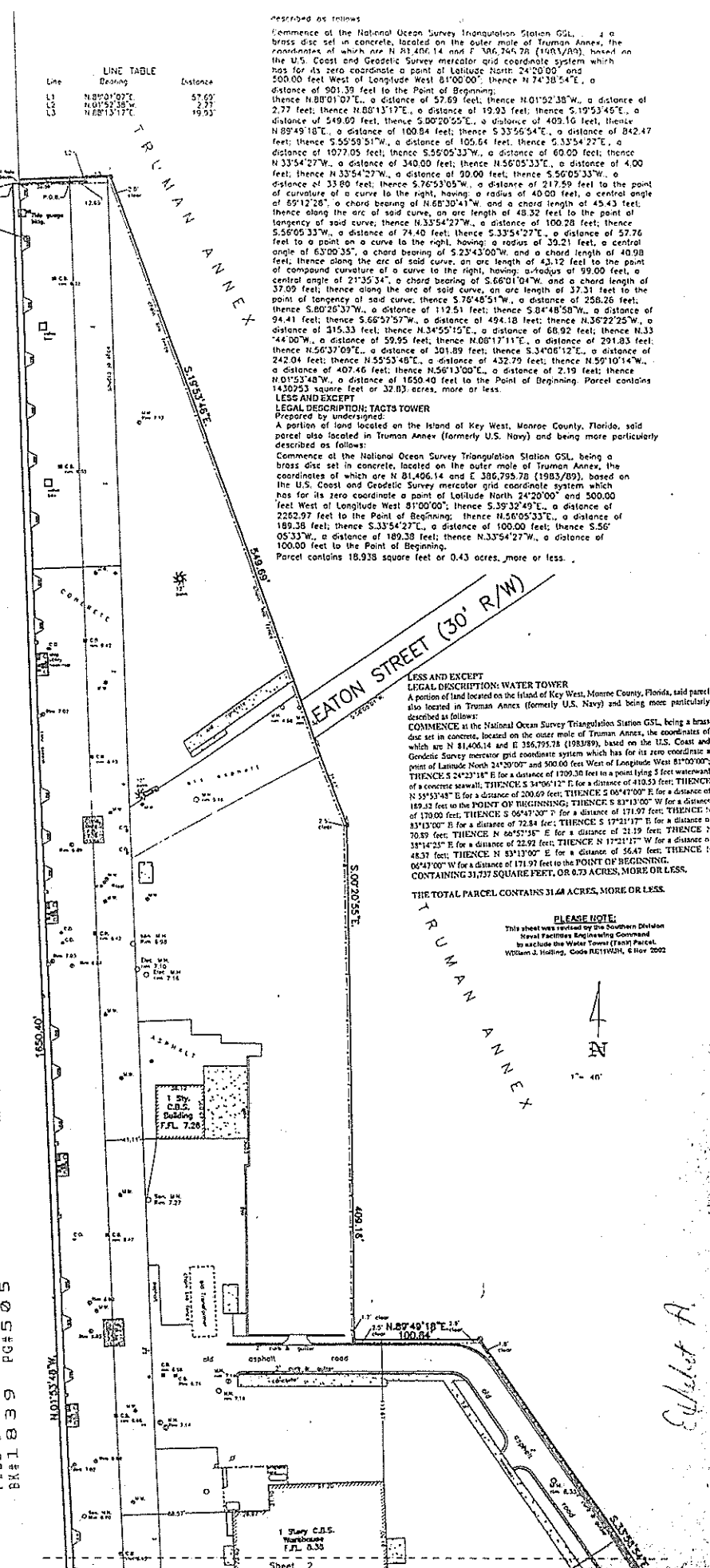
DESCRIPTION: ACCESS EASEMENT:
I by underground
n of land located on the Island of Key West, Monroe County, Florida, said
be set in concrete, located on the outer mole of Truman Annex, the
as of which are N 81,406.14 and E 386,795.78 (1983/89), based on
Coast and Geodetic Survey meridian grid coordinate system which
its zero coordinate a point of Latitude North 24°20'00" and 500.00
of Longitude West 81°00'00"; thence S 24°23'18"E, a distance of
feet to a point lying 5 feet Northwesterly of a concrete seawall;
S 34°08'12"E, a distance of 43.09 feet to the Point of Beginning;
S 34°08'12"E, a distance of 63.49 feet; thence S 56°33'09"W, a
of 10.00 feet; thence N 34°06'12"W, a distance of 83.42 feet;
N 56°13'00"E, a distance of 10.00 feet to the Point of Beginning.
contains 835 square feet or 0.02 acres, more or less.

FILE # 1338204
BK # 1839 PG # 504

'S NOTES:
sw based on plat assumed median
Bearing: State Plane Coordinate System, 83/89
as existing elevation
based on N.C.V.D. 1929 Datum
Rk.No.: Basic Elevation: 14.324
qfou:
set 1/2" Iron Pipe, P.L.S. No. 2749
Found 1/2" Iron Pipe
Found 1/2" Iron Bar
Set P.K. Nail, P.L.S. No. 2749
Found P.K. Nail
Found Nail
Found Drill Hole.

- o/h = Overhead
- u/g = Underground
- u/a = Underlaid
- u/f = Underlaid Floor Elevation
- L.S. = Low Beam
- Rad. = Radial
- Ir. = Irregular
- con.c. = concrete
- i.p. = Iron Pipe
- i.b. = Iron Bar
- Bas. = Baseline
- C.B. = Concrete Block
- C.O.S. = Concrete Block Stucco
- cov'd. = Covered
- P.I. = Point of Intersection
- wd. = Wood
- R. = Radius
- A. = Arc (Length)
- O. = Delta, (Central angle)
- w.m. = Water Meter
- Bal. = Balcony
- Pl. = Planter
- Hydr. = Fire Hydrant
- F.W. = Fire Well
- A/C = Air Conditioner
- E.U.V. = Electric Utility Vault
- M.H. = Man Hole
- San. = Sanitary
- S.W.C.B. = Storm Water Catch Basin
- Invert = Invert
- B.P.Z. = Backflow Prevention Valve
- P.V.C. = Polyvinyl Pipe
- R.C.P. = Reinforced Concrete pipe
- + = Light
- o = Sign

I-Work performed on: 8/6/02
I have surveyed Boundary A: Topographical Survey
to the best of my knowledge and belief that it meets the minimum
requirements for the Florida Board of Land Surveyors, Chapter 81G17-6,
Florida Administrative Code, the American Land Title Association, and that
it is correct unless shown herein.
Surveyor: Frederick H. Hildebrandt
Lic. No. 2749
Exp. No. 36180



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 500.00
feet West of Longitude West 81°00'00"; thence N 01°52'38"W, a distance of
2.77 feet; thence N 88°13'17"E, a distance of 19.93 feet; thence S 19°53'45"E,
a distance of 549.09 feet; thence S 00°20'55"E, a distance of 409.16 feet; thence
N 89°49'18"E, a distance of 100.84 feet; thence S 33°56'54"E, a distance of 842.47
feet; thence S 55°53'51"W, a distance of 105.64 feet; thence S 33°54'27"E, a
distance of 1077.05 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 30.00 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 63°32'14"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 22.21 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 66°01'04"W, and a chord length of
37.09 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°28'37"W, a distance of 112.51 feet; thence S 04°48'58"W, a distance of
94.41 feet; thence S 65°57'57"W, a distance of 494.18 feet; thence N 26°22'25"W, a
distance of 315.33 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 08°17'11"E, a distance of 291.83 feet;
thence N 56°33'09"E, a distance of 201.89 feet; thence S 34°08'12"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 66°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
1430253 square feet or 32.83 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 500.00
feet West of Longitude West 81°00'00"; thence S 39°32'49"E, a distance of
2262.97 feet to the Point of Beginning; thence N 56°05'33"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 500.00 feet West of Longitude West 81°00'00";
thence S 24°23'18"E for a distance of 1709.30 feet to a point lying 5 feet seaward
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 200.00 feet; thence S 04°41'00"E for a distance of
170.00 feet; thence S 06°47'20"W for a distance of 171.97 feet; thence
S 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 60°57'38"E for a distance of 21.19 feet; thence
S 39°14'23"E for a distance of 22.92 feet; thence N 11°21'17"W for a distance of
48.37 feet; thence N 83°13'00"E for a distance of 56.47 feet; thence
S 06°47'20"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 31.64 ACRES, MORE OR LESS.

PLEASE NOTE:
This sheet was revised by the Southern Division
Naval Facilities Engineering Command
to include the Water Tower (East) Parcel,
William J. Hilding, Code RE11WAM, 6 Nov 2002

Exhibit A

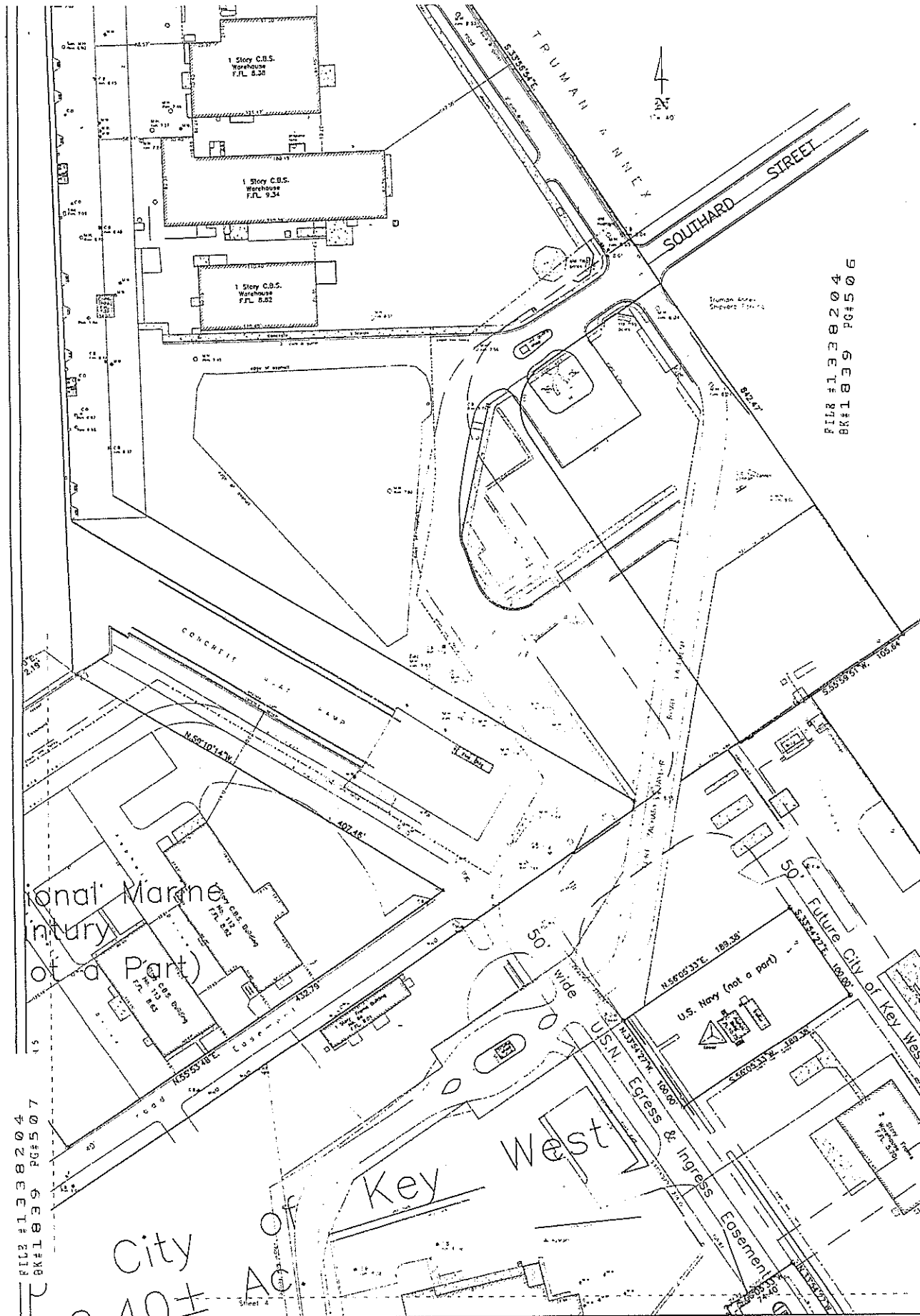
Project: City of Key West U.S.N. Asq. Truman Annex

Engineer: FREDERICK H. HILDEBRANDT
Engineer Planner surveyor
3150 Northside Drive, Key West, Florida 33040
(305) 987-0466 Fax: (305) 987-0077

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

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

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE



FIL# 1.338204
BK# 1839 PG# 506

FIL# 1.338204
BK# 1839 PG# 507

onal Marine
Inventory
(of a Part)

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

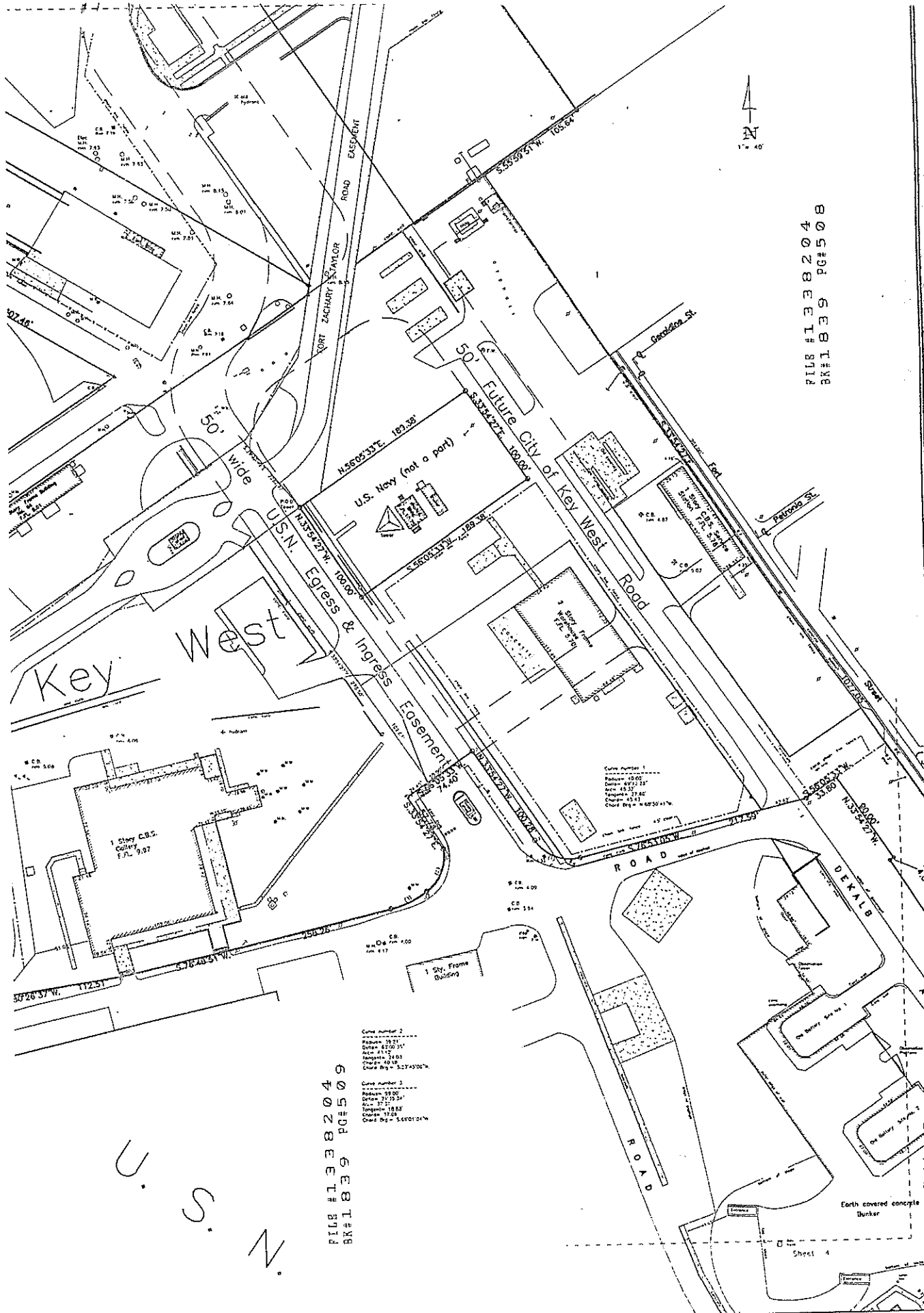
No.	Date	Description
1	5/21/20	Survey
2	8/23/21	Revised
3	11/12/21	Revised
4	12/12/21	Revised

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 # 1338204
BK# 1839 PG# 508

FILE # 1338204
BK# 1839 PG# 509

Curve number 2
Radius: 28.21'
Delta: 82°02'31"
Arc: 41.0'
Tangent: 24.03'
Chord: 40.18'
Chord Bg = S27°49'00"W

Curve number 3
Radius: 98.90'
Delta: 21°59'34"
Arc: 37.72'
Tangent: 19.88'
Chord: 37.04'
Chord Bg = S47°01'04"W

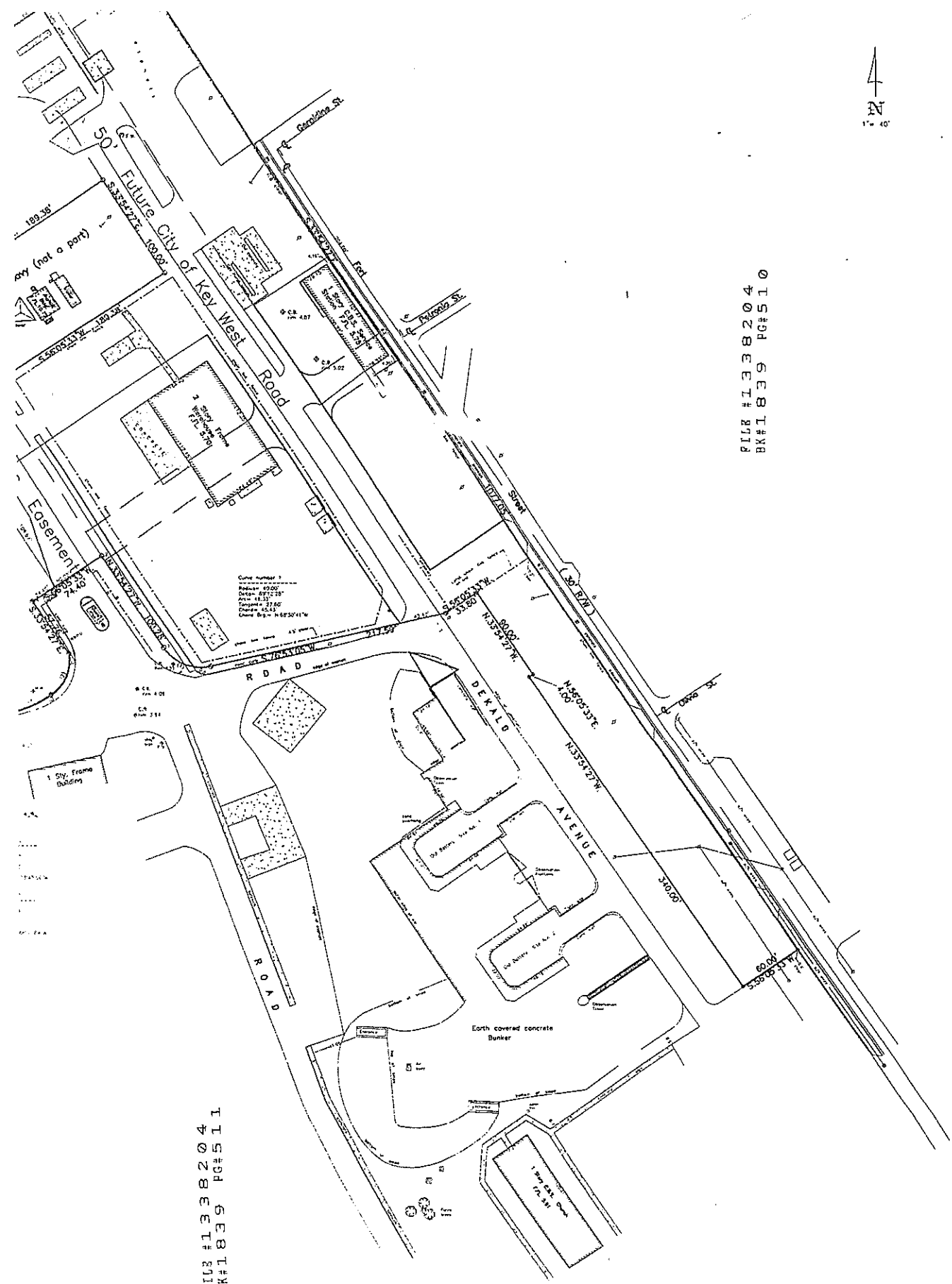
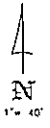
REVISIONS:	Remarks

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

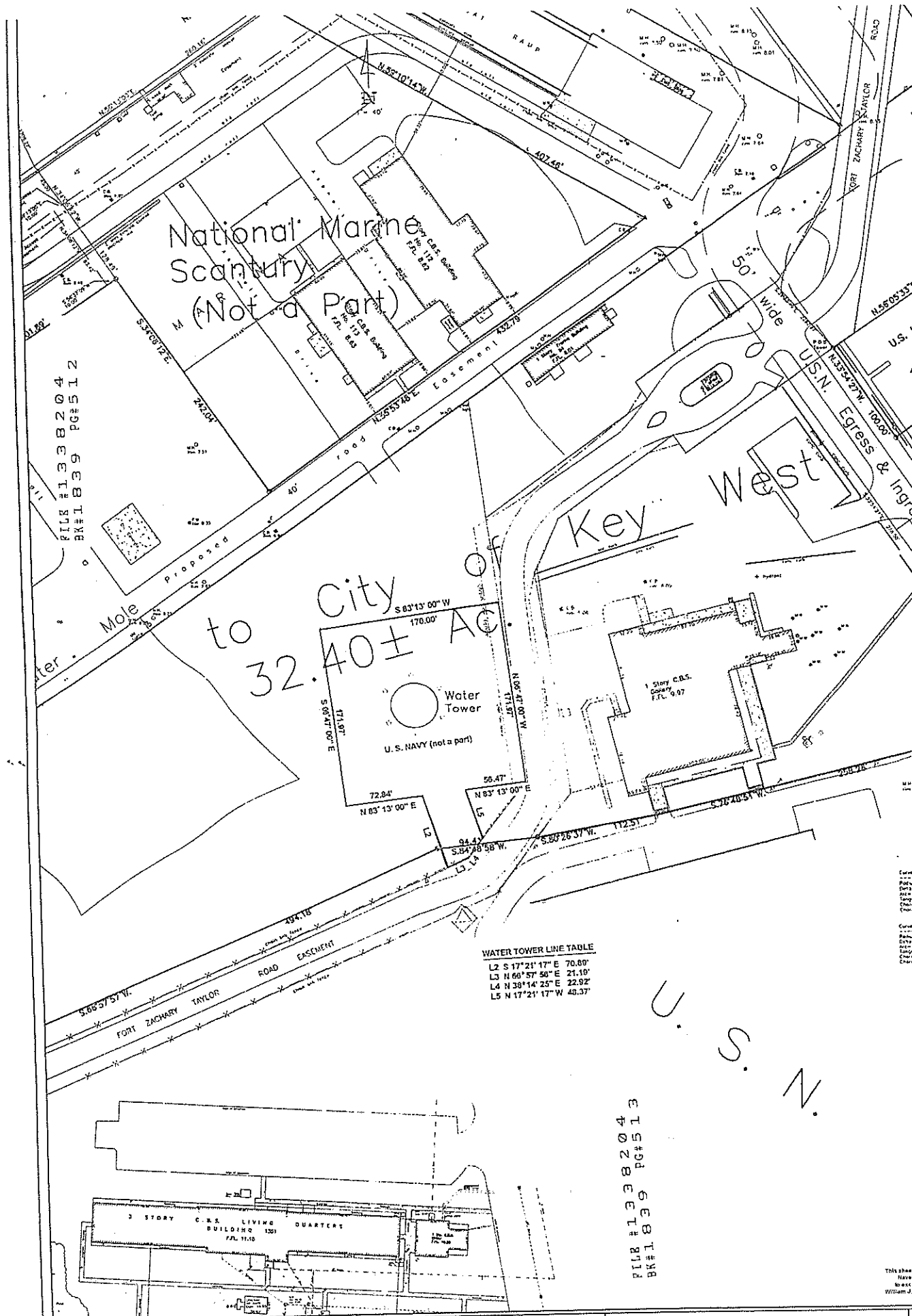
Date: **B/B/02**
Designed: **F.H.H.**
Drawn:
Checked:
Job No. **02-524**
Sheet No. **3 of 3**



FILE # 1338204
 BK# 1839 PG# 510

FILE # 1338204
 BK# 1839 PG# 511

EWS:HK Remarks: Date: Drawn: Checked: Job. No.	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: <u>8/8/02</u> Designed: <u>F.H.H.</u> Drawn: Checked: <u>D2-524</u> Sheet No. <u>4 of 9</u>
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No.	Date	REVISED	Remarks
2	5/16/01		Revised Boundary
4	5/16/02		Revised Boundary

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

This sheet
 Has
 been
 checked
 by
 William J.



FILE #1338204
BK#1839 PG#514

National
Scantury
(Not a)



FILE #1338204
BK#1839 PG#515

to
32.4

ASONS:
Remarks
Boundary
Boundary
Boundary
Boundary
Boundary

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: 8/8/02
 Designed: F.H.H.
 Drawn:
 Checked:
 Job. No. 02-524
 Sheet No. 6 of 9

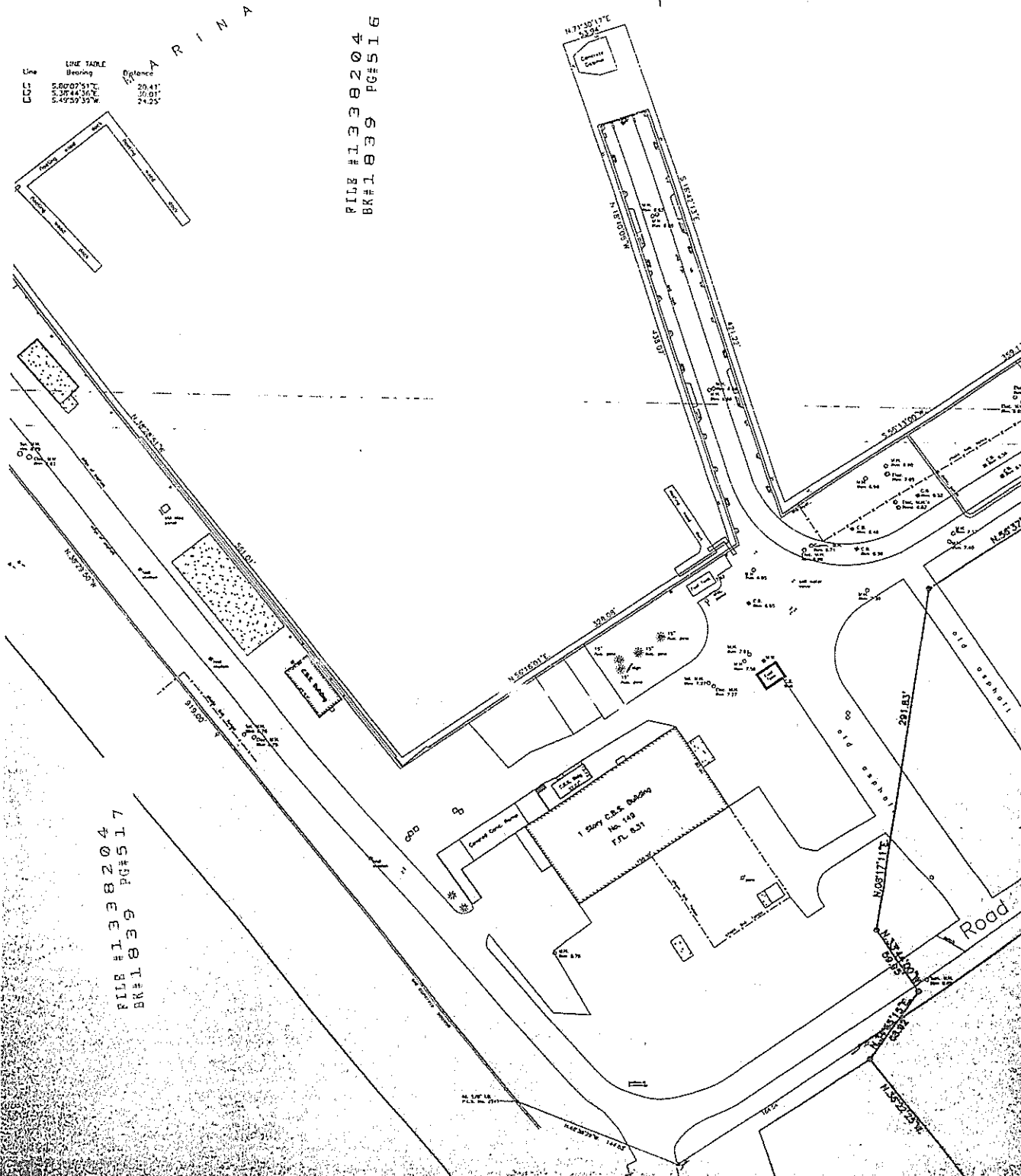


Line	LINE TABLE	Distance
	Bearing	
DCC	S 80° 07' 51" E	20.41'
	S 27° 44' 30" E	30.01'
	S 45° 29' 35" W	24.23'

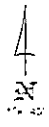
Y R I N A

FILE #1338204
BK#1839 PG#516

FILE #1338204
BK#1839 PG#517

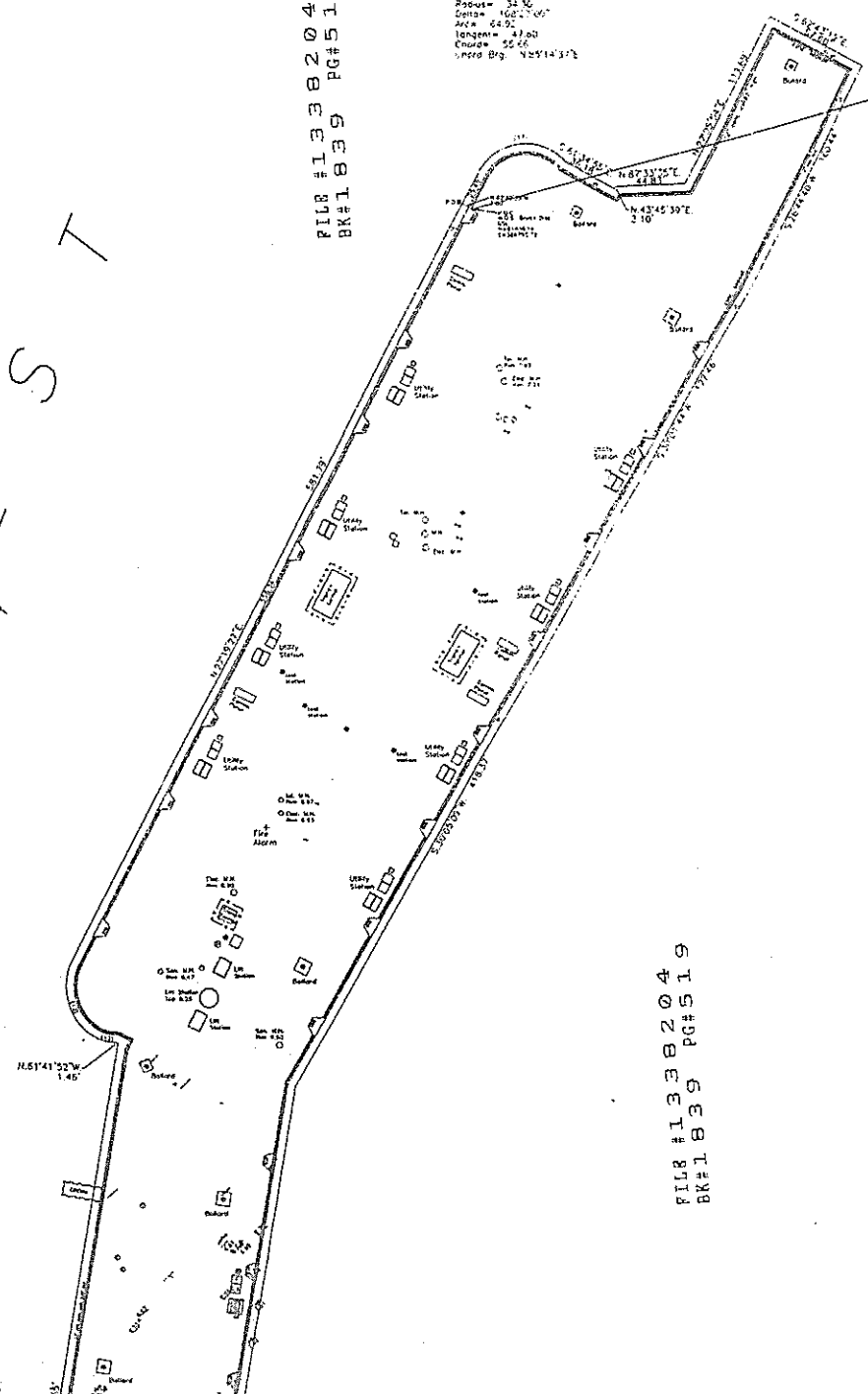


WEST
BIG
H



FILE # 1338204
BK # 1839 PG # 518

Curve number 1:
Radius = 30.70
Delta = 160° 17' 00"
Area = 64.92
Length = 47.00
Chord = 55.66
Incl. Ang. = 45° 14' 37"



FILE # 1338204
BK # 1839 PG # 519

N
A

<p>Remarks</p> <p>Boundary</p> <p>Property</p> <p>Utility</p>	<p>Sheet Description:</p> <p>City of Key West E.D.C. ACQUISITION</p>	<p>Project:</p> <p>City of Key West U.S.N. Asq. Truman Annex</p>	<p>FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax. (305) 293-0237</p>	<p>Date: 8/8/02 Designed: F.H.H. Drawn: Checked: Job. No. 02-524</p>
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Curve number 12
 Radius= 21.27
 Delta= 32°09'06"
 Arc= 11.64
 Tangent= 6.33
 Chord= 11.78
 Chord Brg. 167°22'21"W

Curve number 13
 Radius= 32.24
 Delta= 81°24'00"
 Arc= 52.81
 Tangent= 32.04
 Chord= 48.57
 Chord Brg. 162°53'25"W

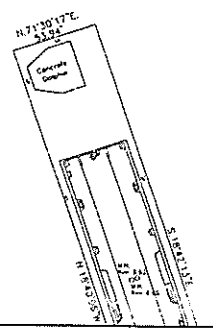
N 71°01'41"52"W
 1.40

PLR #1338204
 BK#1839 PG#520 -

PLR #1338204
 BK#1839 PG#521

M A R I

LINE TABLE	Distance
1.7955	1.7955
3.1814	3.1814
8.2827	8.2827
11.4641	11.4641

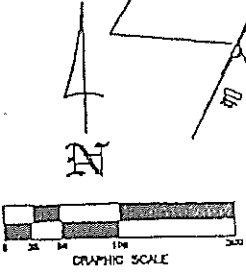


Notes
Remarks
Boundary
Location

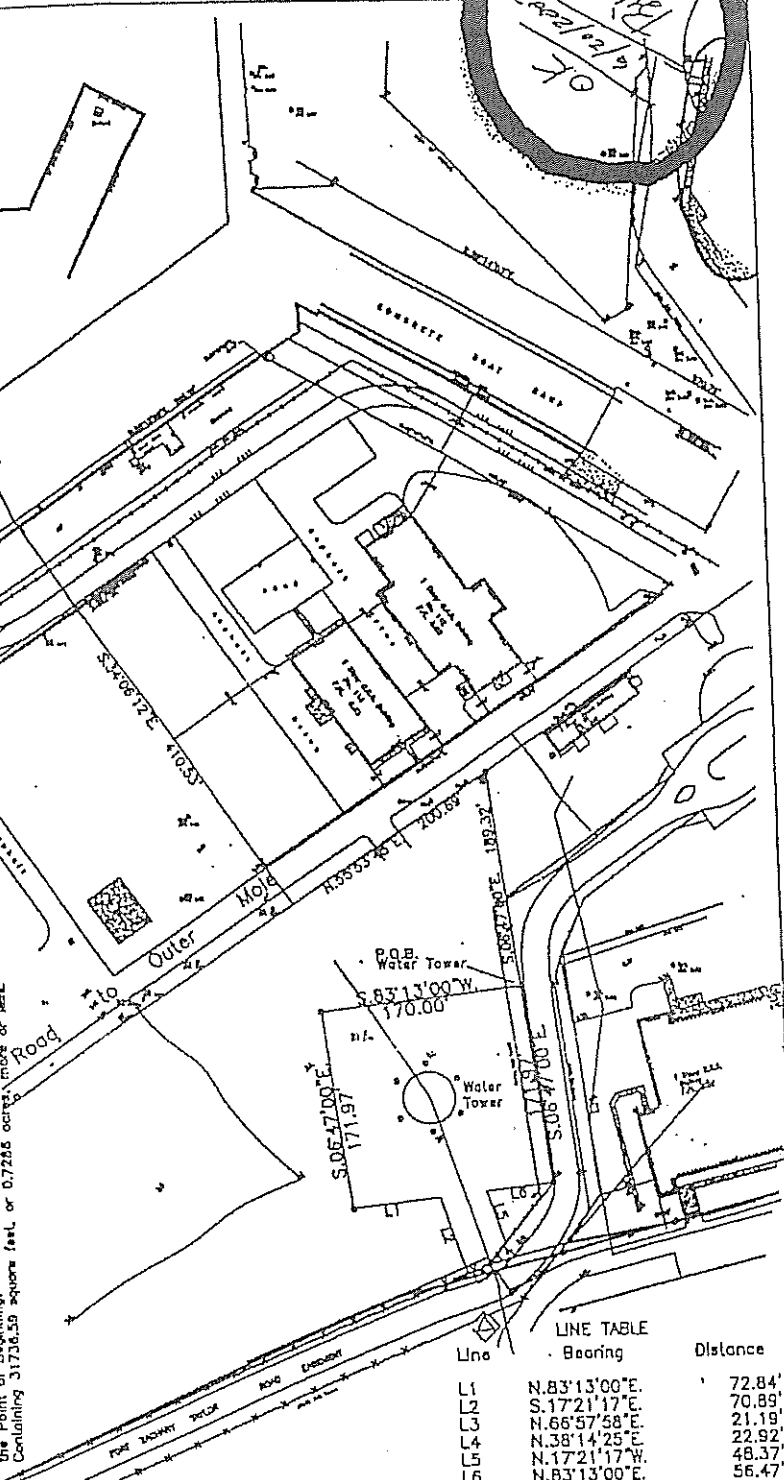
Sheet Description: City of Key West E.D.C. ACQUISITION	Project: City of Key West U.S.N. Asq. Trumon Annex	FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax: (305) 293-0237	Date: 8/8/02 Designed: F.H.H. Drawn: Checked: Job No. 02-524
--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

OK
 1/22/02
 1/22/02

P.O.C.
 N.O.S.
 31406.14
 E=366795.78



LEGAL DESCRIPTION:
 Water Tower 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 G5L, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 01,406.14 and E 366,795.78 (1913/85), based on the U.S. Coast and Geodetic Survey meridian (prime meridian system which has for its zero coordinate a point of Latitude North 24°20'00" and 800.00 feet West of Longitude West 81°00'00"; thence S 24°23'18" E for a distance of 1709.30 feet to a point being 5 feet westward 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 200.89 feet; thence S 05°47'00" E for a distance of 170.00 feet to the Point of Beginning; thence S 83°13'00" W for a distance of 72.84 feet; thence S 06°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 65°57'58" E for a distance of 21.19 feet; thence of 48.57 feet; thence N 83°13'00" E for a distance of 58.47 feet; thence N 06°47'00" W for a distance of 171.97 feet to the Point of Beginning.
 Containing 31736.59 square feet, or 0.7285 acres, more or less.



LINE TABLE

Line	Bearing	Distance
L1	N.83°13'00"E	72.84'
L2	S.17°21'17"E	70.89'
L3	N.65°57'58"E	21.19'
L4	N.38°14'25"E	22.92'
L5	N.17°21'17"W	48.57'
L6	N.83°13'00"E	58.47'

3 1 1 1 1 3 3 3 2 0 4
 3 3 1 3 3 3 3 2 0 4

1/22/02, New Water Tank Easement
 U.S.N. KEY WEST, FLORIDA
 Truman Annex
 Water Tank Easement
 Scale: 1"=100'
 Date: 1/22/02.
 DEN HAZ 00-516-TA
 FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR
 3150 Northside Drive
 Suite 101 Key West, FL 33040
 (305) 293-0486
 Fax: (305) 293-0237

EXHIBIT "B"

QUITCLAIM DEED

STATE OF FLORIDA)
)
COUNTY OF MONROE)

THIS INDENTURE made this _____ day of _____, 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

Ev... ..

WHEREAS, the GRANTOR executed a Finding of Suitability for Transfer ("FOST") dated _____ 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 hereinafter 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.

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, and 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 #1338204
BK#1839 PG#537

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-F-1. Restricted Area (Land Use Controls)
- P. Hazardous Substance Notice

EFFECTIVE the _____ day of _____, 2002.

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

By: _____
Real Estate Contracting Officer

WITNESS:

(signature)

(please print or type name)

STATE OF FLORIDA)
)
COUNTY OF MONROE)

PERSONALLY appeared before me, _____,
who being duly sworn, says that _____ saw the within
named _____, sign and seal the foregoing
Quitclaim Deed in behalf of the United States of America,
and that _____, with _____, witnessed the
execution thereof.

Sworn to before me this _____ day of
_____, 2002, _____, Notary Public for
the State of FLORIDA.

My Commission expires: _____

FILE #1338204
BK#1839 PG#540

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 _____ day of _____, 2002.

By _____

Title _____

(OFFICIAL SEAL)

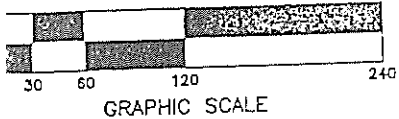
Attest _____

Title _____

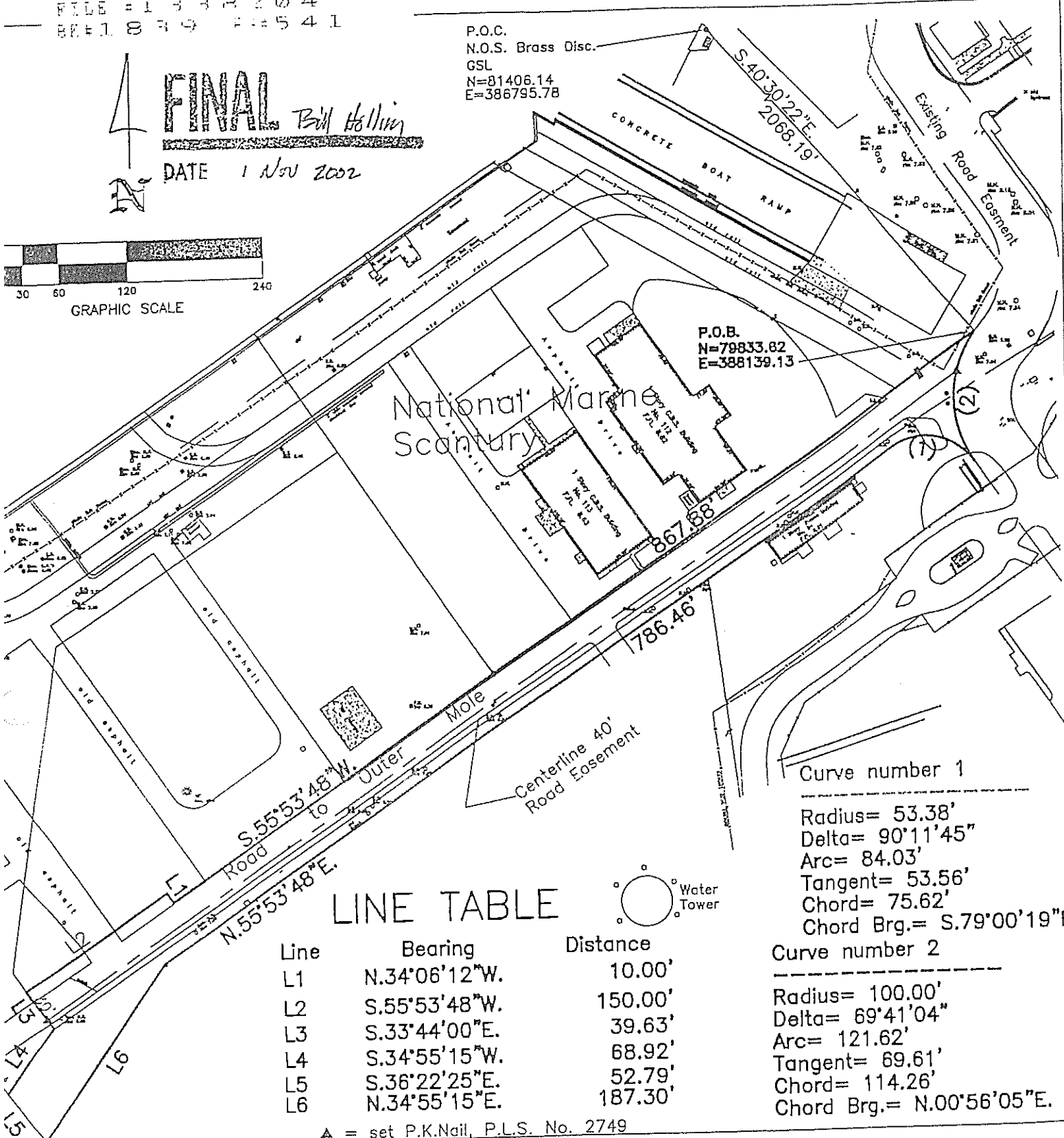


FINAL Bill Hollin

DATE 1 Nov 2002



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



P.O.B.
 N=79833.82
 E=388139.13

867.68

786.46

S.55°53'48"W.
 Road to Outer Mole

N.55°53'48"E.

Curve number 1

Radius= 53.38'
 Delta= 90°11'45"
 Arc= 84.03'
 Tangent= 53.56'
 Chord= 75.62'
 Chord Brg.= S.79°00'19"E

Curve number 2

Radius= 100.00'
 Delta= 69°41'04"
 Arc= 121.62'
 Tangent= 69.61'
 Chord= 114.26'
 Chord Brg.= N.00°56'05"E

LINE TABLE

Line	Bearing	Distance
L1	N.34°06'12"W.	10.00'
L2	S.55°53'48"W.	150.00'
L3	S.33°44'00"E.	39.63'
L4	S.34°55'15"W.	68.92'
L5	S.36°22'25"E.	52.79'
L6	N.34°55'15"E.	187.30'

▲ = set P.K.Nail, P.L.S. No. 2749

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0498
 Fax: (305) 293-1237

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

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 ROAD EASEMENT
 1.07 Acres

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

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, on 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, on 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	
Date: 8/20/02		Own By F.H.H.	

FILE # 1338204
 BK# 1839 PG# 543

FINAL
B.M. Holding

DATE 1 Nov 2002

REDUCED SCALE

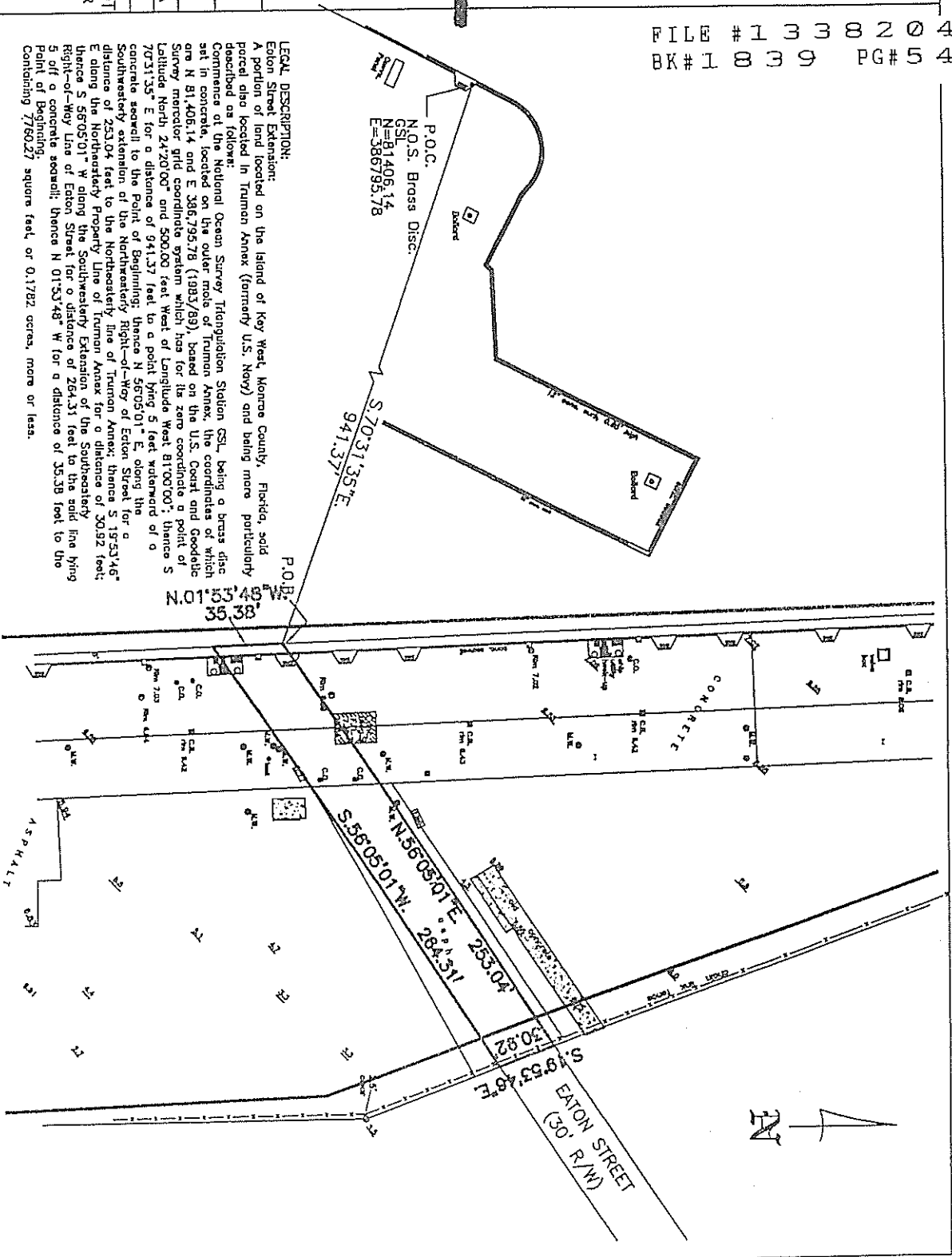
U.S.N. KEY WEST, FLORIDA
 Truman Annex

Eaton Street Extension

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

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

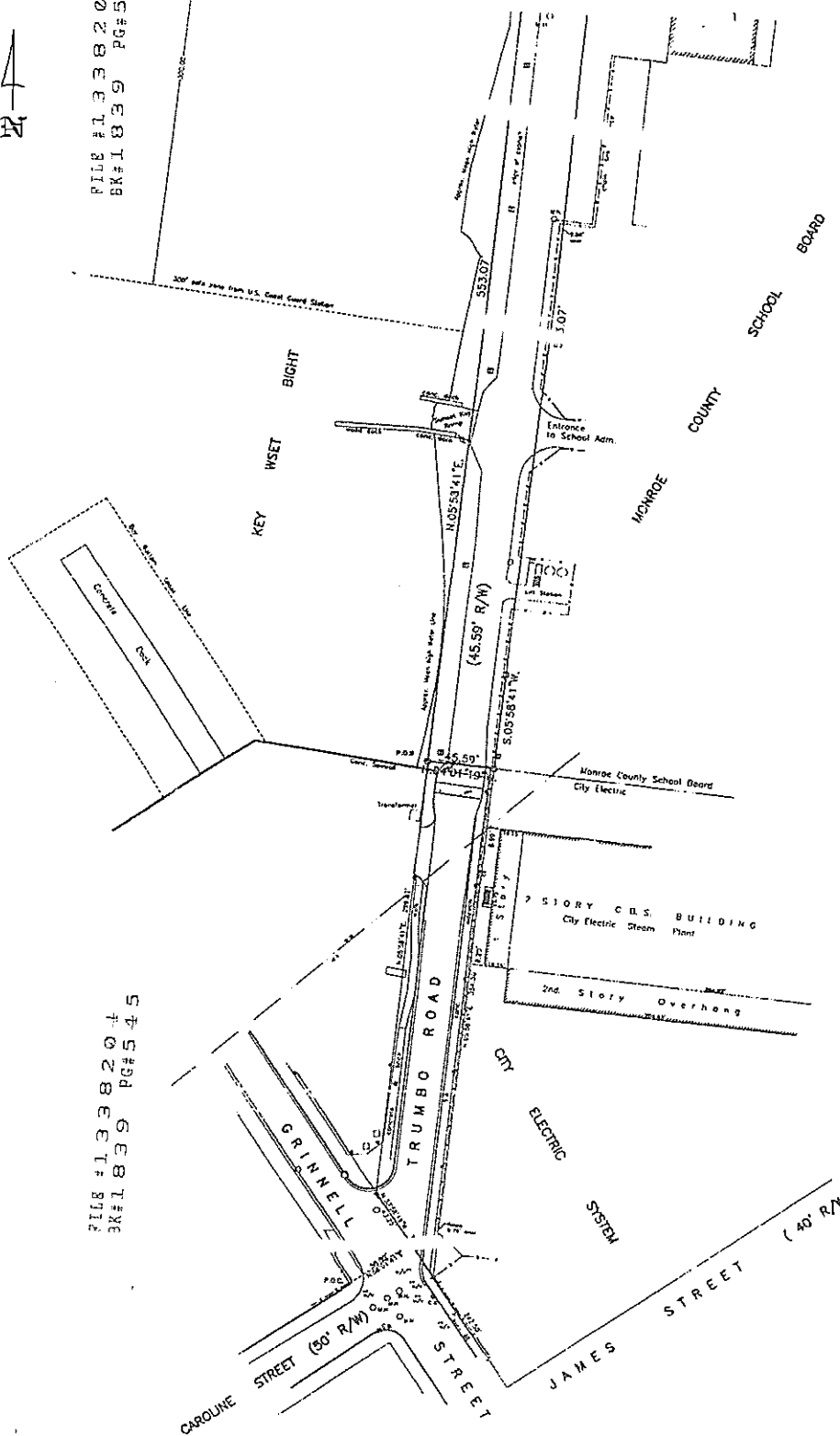
3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 293-0468
 Fax: (305) 293-0237



LEGAL DESCRIPTION:

Eaton Street Extension:
 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°40'51.4" 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 500,000 feet West of Longitude West 81°00'00"; thence S 70°31'35" E for a distance of 941.37 feet to a point lying 5 feet waterward of a concrete sewer to the Point of Beginning; thence N 56°05'01" E, along the southerly extension of the Northwesterly Right-of-Way of Eaton Street for a distance of 255.04 feet to the Northwesterly line of Truman Annex; thence S 19°53'46" E along the Northwesterly Property Line of Truman Annex for a distance of 30.92 feet; thence S 56°05'01" W along the Southwesterly Extension of the Southwesterly Right-of-Way Line of Eaton Street for a distance of 284.51 feet to the said line lying 5 feet of a concrete sewer; thence N 01°33'48" W for a distance of 35.38 feet to the Point of Beginning;
 Containing 7780.27 square feet, or 0.1782 acres, more or less.

FILE # 133820
BK# 1839 PG# 5



FILE # 133820 ±
BK# 1839 PG# 5



LOCATION MAP
City of Key West &
Stock Island

SURVEYOR'S NOTES:
North arrow based on State Plane Coord. System
Reference Bearing: State plane coord. system 03/89
3.4 denotes existing elevation
Elevations based on N.G.V.D., 1929 Datum
Bench Mark No. 2, Davis. Elevation: 14.324
Q = set 1/2" I.P., P.L.S. No. 2749
A = set P.K. Nail, P.L.S. No. 2749

- Abbreviations:**
- Sly. = Story
 - R/W = Right-of-Way
 - fd = Found
 - p = Plot
 - m = Measured
 - M.H.W. = Mean High Water
 - O.R. = Official Records
 - N.T.S. = Not to Scale
 - C = Centerline
 - Elev = Elevation
 - B.M. = Bench Mark
 - P.B. = Plot Book
 - sp. = Spot
 - elec. = Electric
 - tel. = Telephone
 - Ench. = Encroachment
 - O.L. = On Line
 - C.L.L. = Chain Link Fence
 - A/C = Air Conditioner
 - o/w = Overhead
 - u/g = Underground
 - F.F.E. = Finish Floor Elevation
 - L.B. = Low Beam
 - conc. = concrete
 - IP = Iron Pipe
 - IB = Iron Bar
 - B = Baseline
 - C.I.B. = Concrete Block
 - con'd. = Covered
 - wt. = Wood
 - w.m. = Water Meter
 - Dak. = Balcony
 - Pl. = Plaster
 - Hgt. = Fire Hydrant
 - P.W. = Fire Wall
 - cp = concrete pole
 - wt. = wood utility pole
 - l. = line hydrant
 - w. = water valve
 - W.M. = water meter

Field Work performed on: 6/10/00

LEGAL DESCRIPTION:
A portion of land and Bay Bottom lying in the City of Key West and the Key West Bight, Monroe County, Florida, and being more particularly described as follows:
Commence at the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way line of Grinnell Street, thence N 35°01'11" E along the Extension of the Northwesterly Right-of-Way Line of Caroline Street for 50.00 feet to the Northwesterly Extension of the Northwesterly Right-of-Way Line of Grinnell Street; thence N 35°28'19" W along the said Northwesterly extension of the Northwesterly Right-of-Way Line of Grinnell Street for 43.25 feet; thence N 05°58'41" E for 289.87 feet to the Point of Beginning; thence continue N 05°58'41" E for 553.07 feet to the Southeastery Property line of the U.S. Coast Guard Station, Key West; thence S 84°01'19" E along the said Southeastery Property line of the U.S. Coast Guard Station, Key West for 45.59 feet; thence S 05°50'41" W and leaving the said Property line of the U.S. Coast Guard Station, Key West for 553.07 feet; thence N 84°01'19" W for 45.59 feet to the Point of Beginning. Containing 23,714.46 Square Feet, or 0.5768 Acres, more or less.

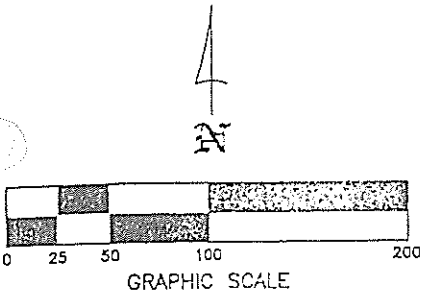
I, the attached BOUNDARY SURVEY, a part of my knowledge and belief, that it meets the minimum 44 ft by the Florida Board of Land Surveyors, Chapter 1637-0, 2007, and the American Land Title Association, and that same is unless shown herein.

Mapper No. 2749
36510

City of Key West (U.S. Navy Acquisition) Grinnell Street & Trumbo Road, Key West, FL 33040			
BOUNDARY SURVEY		Drawn by	00-143
Scale 1"=40'	HW	Field notes	Drawn by P.H.H.
Date 3/7/00	111-45	Field notes	Field notes
REVISIONS AND/OR ADDITIONS			

FREDERICK H. MILDEBRANDT
ENGINEER PLANNER SURVEYOR
3100 Northwest Drive
Suite 101
Key West, FL 33040
(305) 293-0041

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



National Marine Scantury

P.O.B.
 N=79776.18
 E=388102.85

Centerline 20' wide
 Electrical Easement

FINAL
Bill Holling
 DATE 1 Nov 2002

⊕ = set 1/2" I.P., P.L.S. No. 2749

606.40'
 620.98'

LINE TABLE

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

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 293-1138
 Fcx. (305) 293-0077

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'

Sheet: 02-541

Date: 8/20/02

By: F.H.H.

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 Electrical EASEMENT
 0.41 Acres

FILE # 1 3 3 8 2 0 4
 BK# 1 8 3 9 PG# 5 4 7

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.

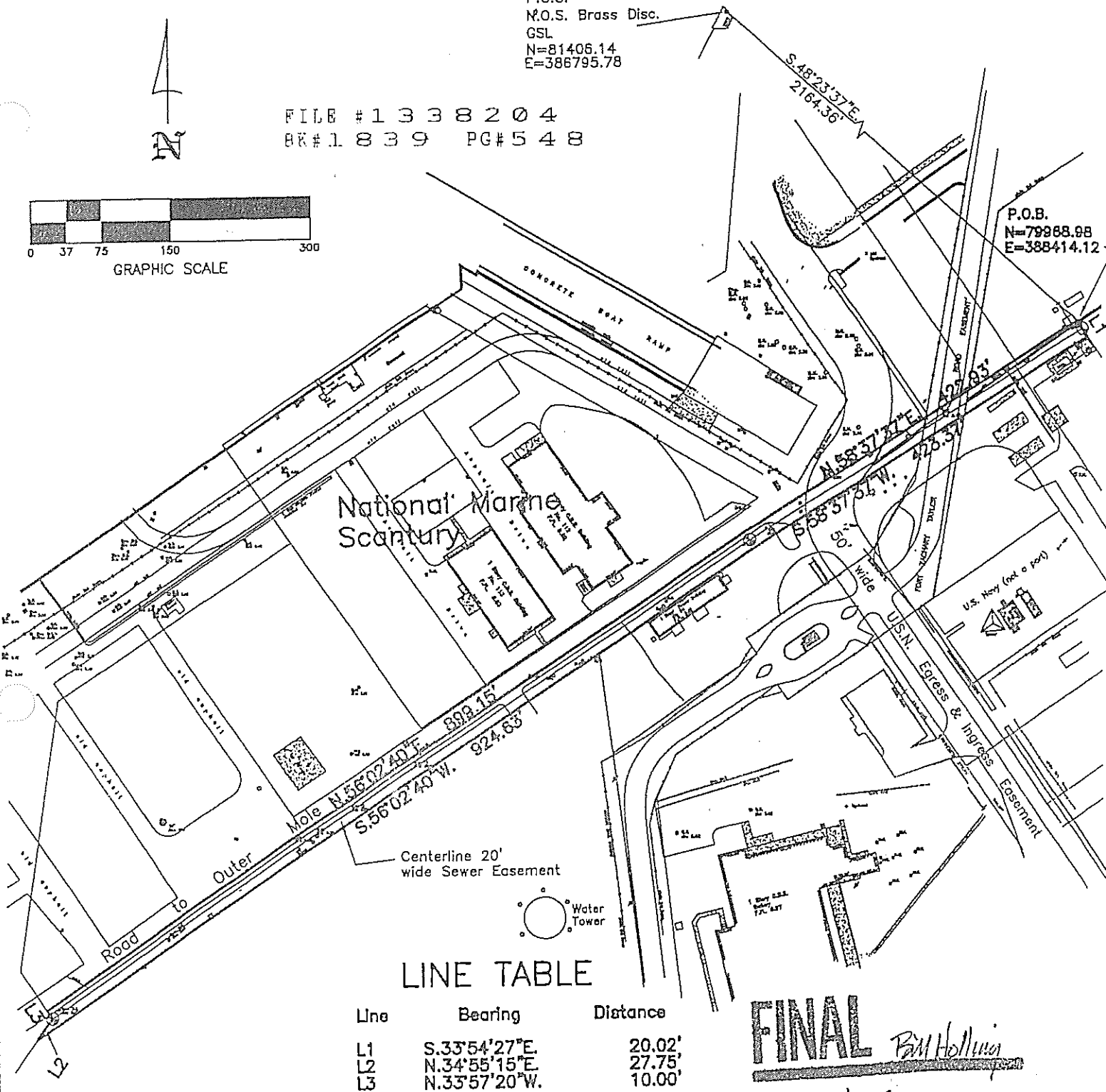
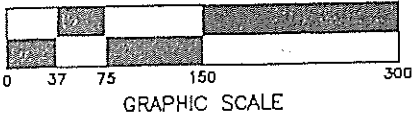
FREDERICK H. HILDEBRANDT
 Professional Land Surveyor & Mapper No. 2749
 Professional Engineer No. 55810
 State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR 2150 Commercial Drive Suite 101 Key West, Florida 33441 (305) 293-1111 Fax: (305) 293-1111	Truman Annex, NAF Key West, Florida Key West, Florida 33040
	Electrical Easement - 0.41 Ac.
Scale: 1"=100' Date: 8/20/02	REVISIONS AND/OR ADDITIONS 8/29/02: Correct L.D.
Project: 02-541 Drawn by: F.H.H.	Sheet 2 of 2

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

FILE # 1338204
 BK# 1839 PG# 548



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'

⊙ = Set 1/2" I.B., P.L.S. No. 2749

FINAL *Paul Holliman*

DATE 1 Nov 2002

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 #1338204
BK#1839 PG#549

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. 36510
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'

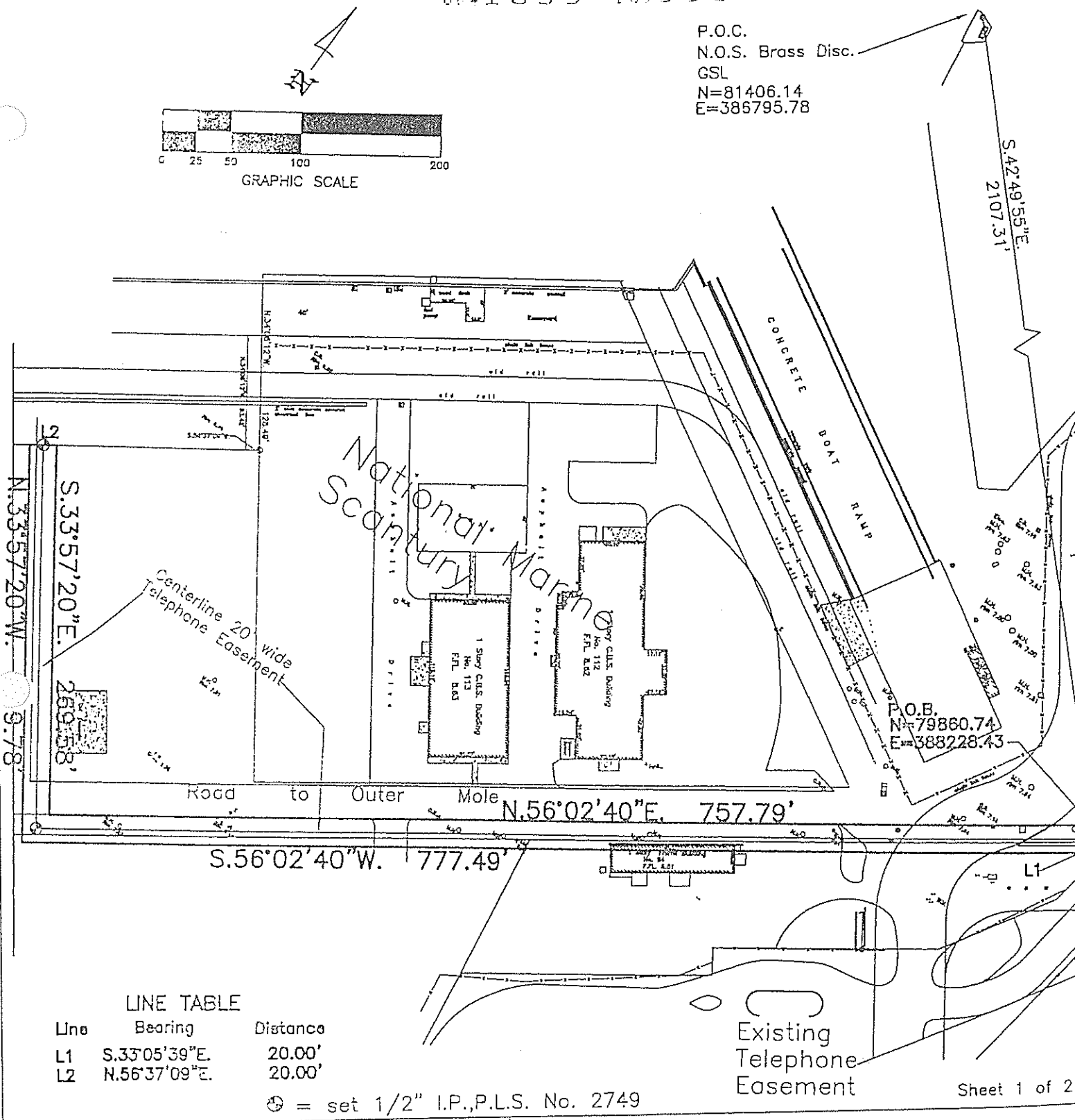
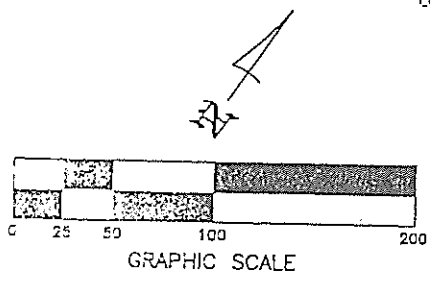
Ref. file

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

Existing Telephone Easement

Sheet 1 of 2

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Normside Drive
 Suite 101
 Key West, FL 33040
 (305) 293-1499
 Fax: (305) 293-0237

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

Telephone Easement - 0.48 Ac.

REVISIONS AND/OR ADDITIONS

FINAL Paul Hoffman

Scale: 1"=100'
 Date: 8/20/00

Town No.: 02-541
 By: F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
TELEPHONE EASEMENT
0.48 Acres

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

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.

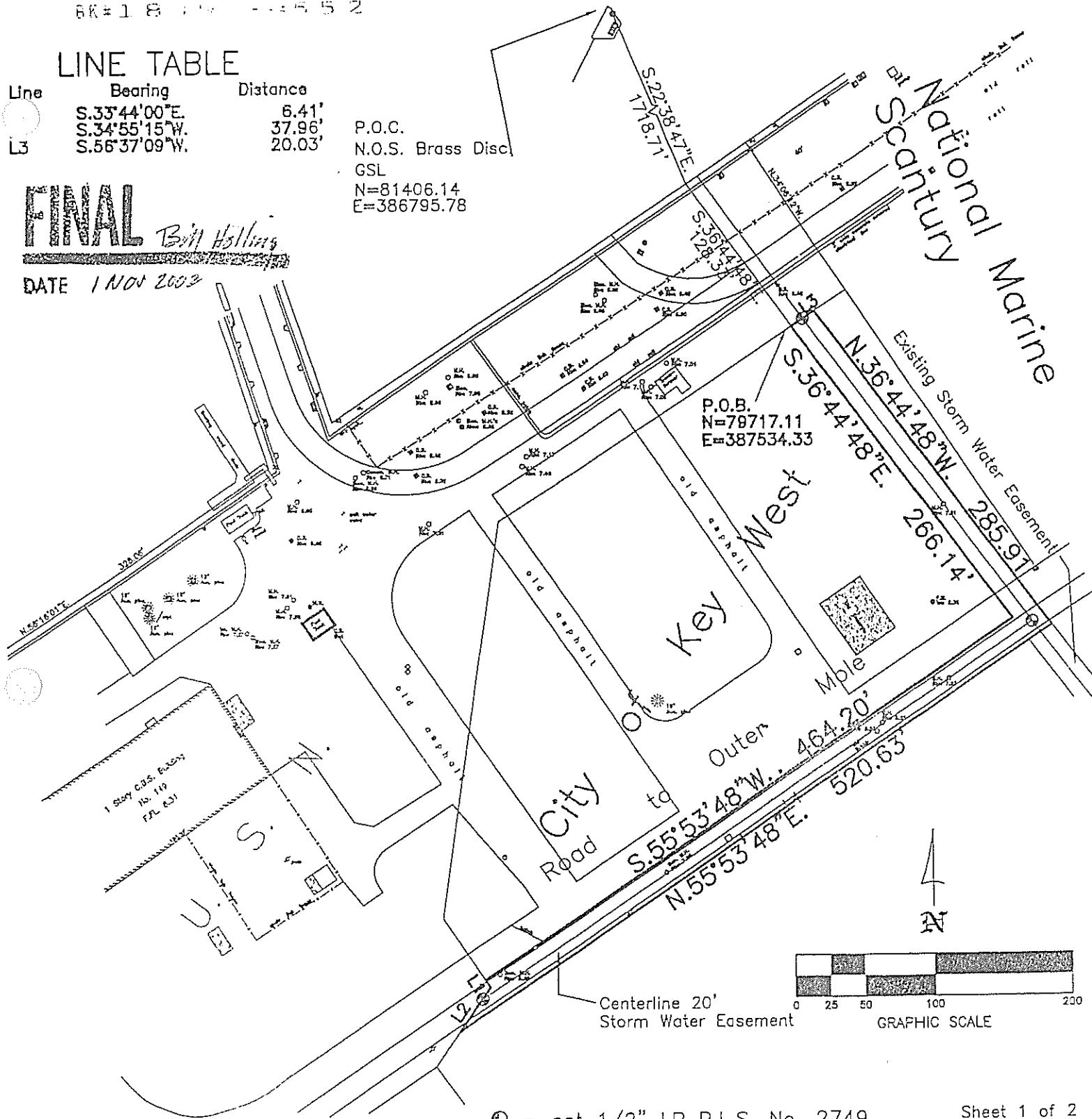
FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR 3150 Independence Drive Suite 101 Key West, FL 33040 305 233-4466 Fax 305 233-1237	Truman Annex, NAF Key West, Florida Key West, Florida 33040
	Telephone Easement - 0.48 Ac.
Scale: 1"=100'	REVISIONS AND/OR ADDITIONS
Date: 8/20/02	

LINE TABLE

Line	Bearing	Distance	P.O.C.
L1	S.33°44'00"E.	6.41'	N.O.S. Brass Disc
L2	S.34°55'15"W.	37.96'	GSL
L3	S.56°37'09"W.	20.03'	N=81406.14 E=386795.78

FINAL *Bill Hillings*

DATE 1 NOV 2002



⊕ = set 1/2" I.P., P.L.S. No. 2749 Sheet 1 of 2

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Normandy Drive
 Suite 101
 Key West, FL 33040
 (305) 293-1111
 Fax: (305) 293-1007

Scale: 1" = 100'

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

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

<p>FREDERICK H. HILDEBRANDT ENGINEER PLANNER SURVEYOR</p> <p>3150 Normans Drive Suite 101 Key West, FL 33040 (305) 293-1100 Fax: 305 293-1137</p>	<p>Truman Annex, NAF Key West, Florida Key West, Florida 33040</p>
	<p>Storm Water Easement 1 - 0.35 Ac.</p>
	<p>REVISIONS AND/OR ADDITIONS</p>
	<p>8/29/02: Correct L.D.</p>
	<p>9/4/02: Revise L.D.</p>

Scale: 1"=100'

02-541

LEGAL DESCRIPTION: Potable Water 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 of the National Ocean Survey Triangulation Station CGL, 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 500.00 feet West of Longitude West 81°00'00"; thence S 53°01'52" E for 1974.56 feet to the Point of Beginning; thence S 5°54'41.6" W, a distance of 316.10 feet; thence S 06°10'38"E, a distance of 274.56 feet; thence S 51°53'54"W, a distance of 501.18 feet; thence S 33°09'04"E, a distance of 99.74 feet to a point on a curve to the left, having: a radius of 52.33 feet, a central angle of 142°10'14", a chord bearing of S 25°15'11"E, and a chord length of 129.85 feet to the end of said curve; thence S 17°21'17"E, a distance of 102.08 feet; thence N 66°57'58"E, a distance of 11.14 feet; thence N 38°14'25"E, a distance of 10.80 feet; thence N 17°21'17"W, a radius of 52.33 feet, a central angle of 173°45'47", a chord bearing of N 25°15'11"W, and a chord length of 104.51 feet; thence along the arc of said curve, on a chord length of 158.70 feet to the end of said curve; thence N 33°09'04"W, a distance of 81.39 feet; thence N 51°53'54"E, a distance of 481.79 feet; thence S 35°05'12"E, a distance of 400.17 feet; thence N 56°05'33" E for a distance of 10.71 feet; thence S 33°54'27" E for a distance of 100.28 feet to a point of curvature of a curve concave to the Northeast; thence along the said curve to the left, having a radius of 40.00 feet, a central angle of 69°12'28", a chord bearing of S 68°30'41" E and a chord length of 45.43 feet; thence along the arc of said curve, on a chord length of 48.32 feet to the end of said curve; thence N 76°53'05"E, a distance of 217.59 feet; thence N 56°05'33" E for 6.54 feet; thence N 34°57'52"W, a distance of 9.04 feet; thence S 76°56'33"W, a distance of 239.50 feet; thence N 35°05'12"W, a distance of 521.69 feet; thence N 35°28'20"E, a distance of 128.25 feet; thence N 34°04'44"W, a distance of 205.93 feet; thence N 53°41'16"E, a distance of 295.86 feet; thence N 33°56'54"W, a distance of 55.00 feet to the Point of Beginning.

Parcel contains 73601 square feet or 1.69 acres, more or less.

Bill Williams
 1 Nov 2002

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

02: correct legal description
 03: correct legal description
 04: Reverse legal description
 11: Reverse legal description

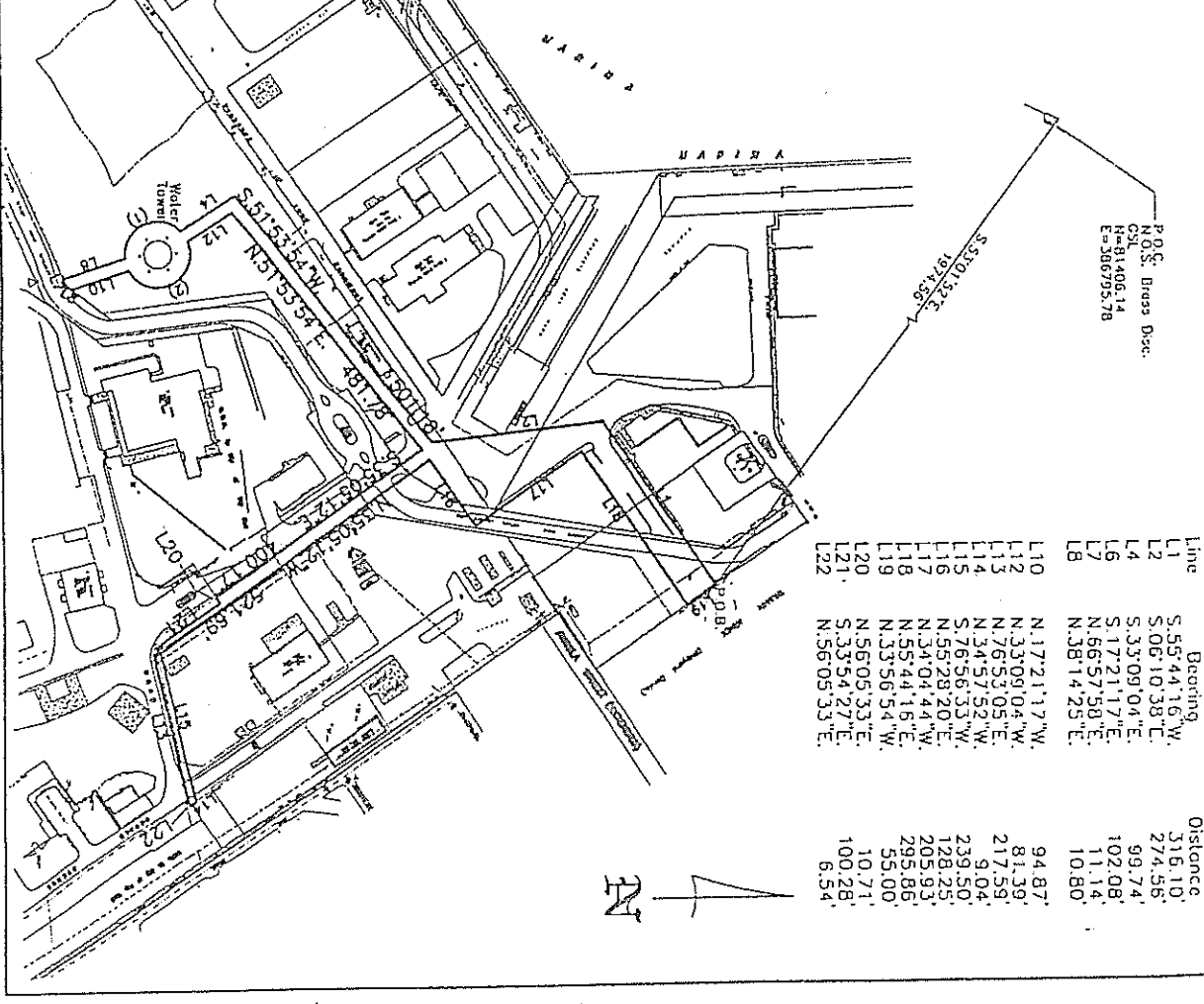
N. KEY WEST, FLORIDA
 Truman Annex
 Potable Water Easement
 T=200' Dwn No.: 00-515-TA
 12/12/00

DERICK H. HILDEBRANDT
 CHIEF PLANNER SURVEYOR
 1150 Northside Drive
 Suite 101 Fl. 33040
 Key West, FL 33040
 (305) 293-0466
 Fax: (305) 293-0237

Curve number 1
 Radius= 52.33'
 Delta= 142°10'14"
 Arc= 129.85'
 Tangent= 152.72'
 Chord= 99.01'
 Chord Brg= S 25°15'11"E

Curve number 2
 Radius= 52.33'
 Delta= 173°45'47"
 Arc= 158.70'
 Tangent= 96.60'
 Chord= 104.51'
 Chord Brg= N 25°15'11"W

Curve number 3
 Radius= 40.00'
 Delta= 69°12'28"
 Arc= 48.32'
 Tangent= 27.60'
 Chord= 45.43'
 Chord Brg= S 68°30'41"E



Line	Bearing	Distance
L1	S 55°44'16"W	316.10'
L2	S 06°10'38"E	274.56'
L4	S 33°09'04"E	99.74'
L6	S 17°21'17"E	102.08'
L7	N 66°57'58"E	11.14'
L8	N 38°14'25"E	10.80'
L10	N 17°21'17"W	94.87'
L12	N 33°09'04"W	81.39'
L13	N 66°57'05"E	217.59'
L14	N 34°57'52"E	9.04'
L15	S 76°56'33"W	239.50'
L16	N 55°28'20"E	128.25'
L17	N 34°04'44"W	205.93'
L18	N 55°44'16"E	295.86'
L19	N 33°56'54"W	55.00'
L20	N 56°05'33"E	10.71'
L21	S 33°54'27"E	100.28'
L22	N 56°05'33"E	6.54'

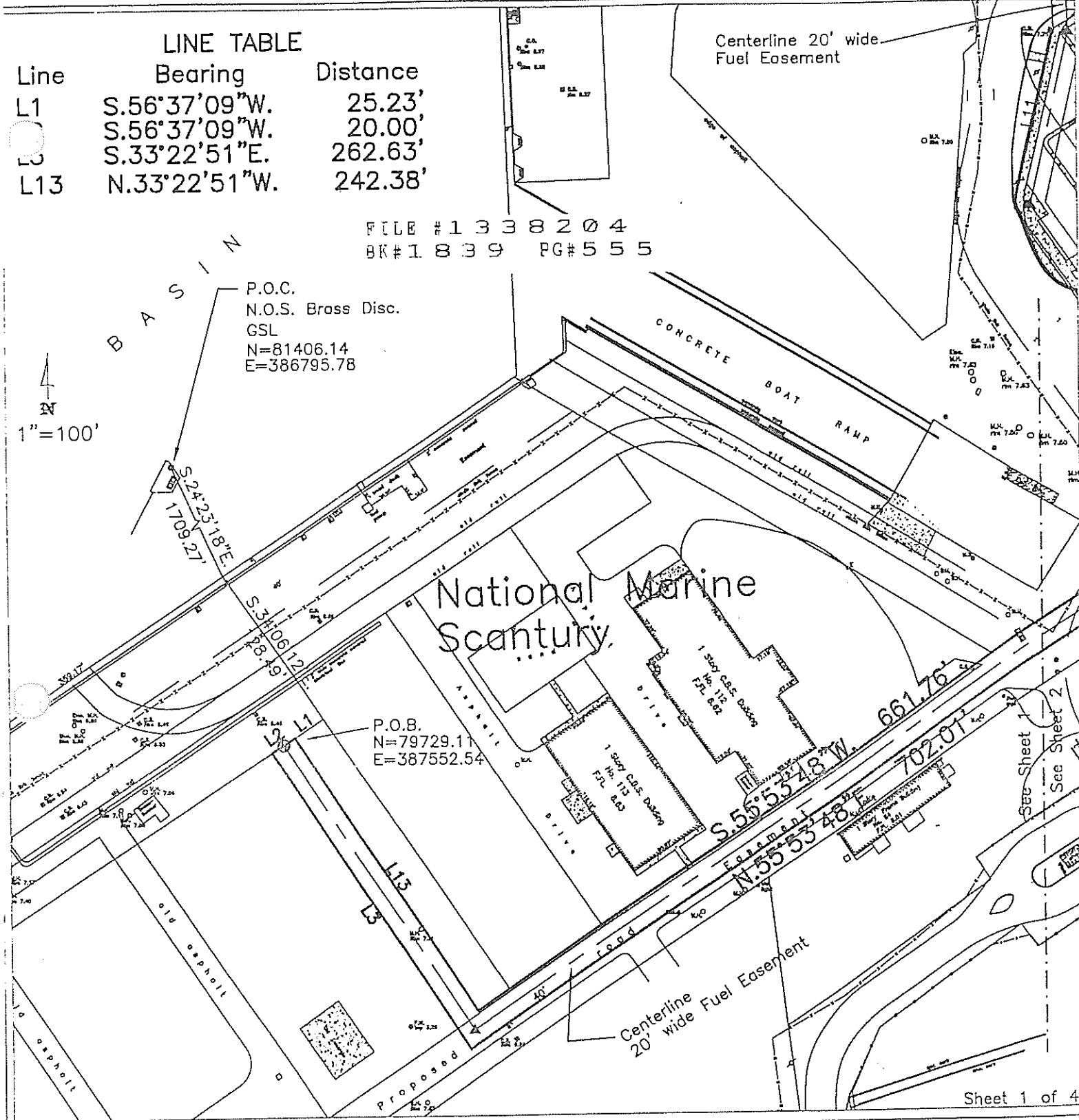
LINE TABLE

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

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

1"=100'



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'
 Date: 8/20/02

Ref. file
 Dwn No.: 02-541
 Dwn. By: F.H.H.

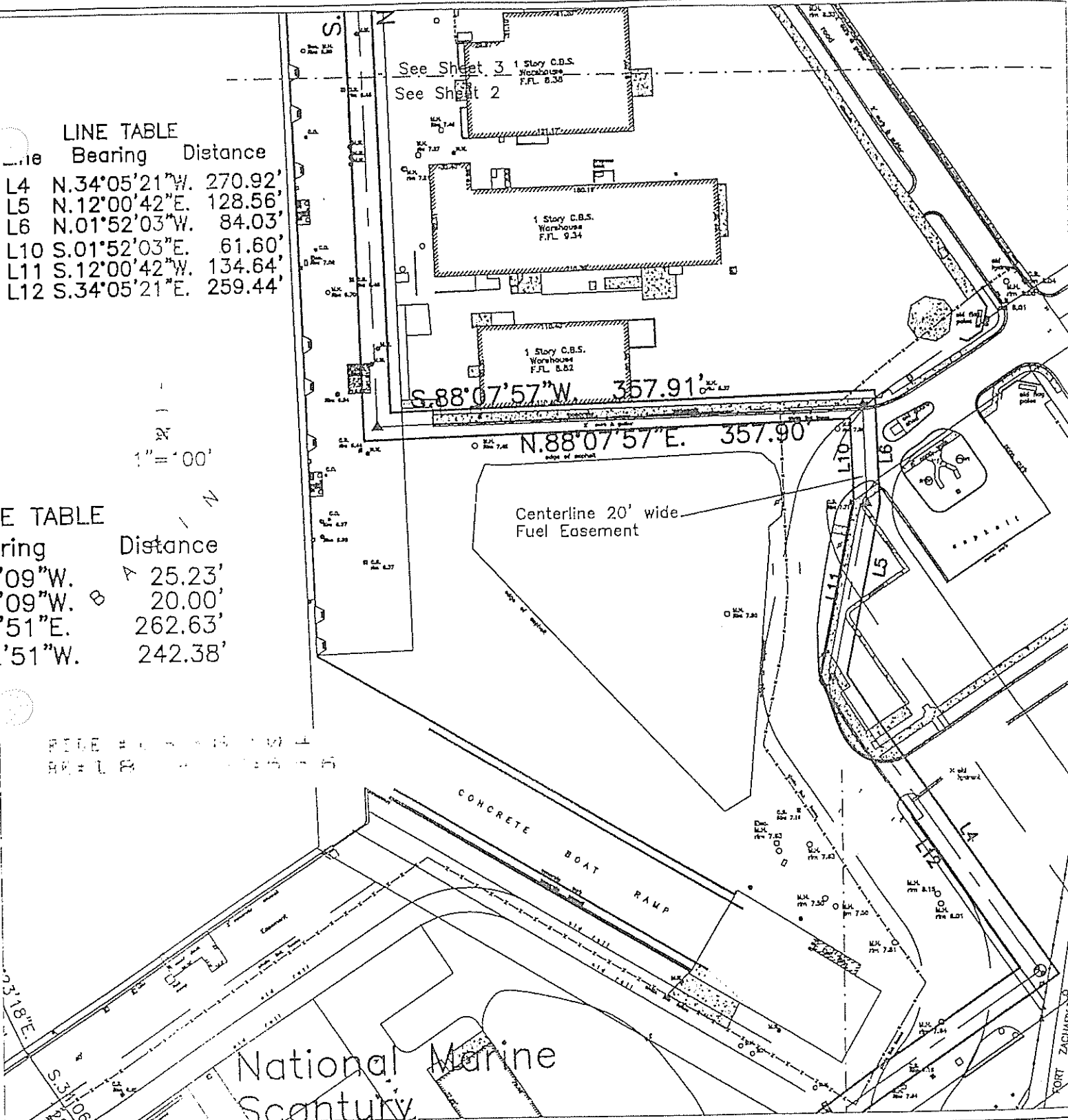
LINE TABLE

Line	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'

E TABLE

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

FILE # ...
 REF # ...



FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3750 Tompkins Drive
 Suite 101
 Key West, FL 33040
 (305) 293-1466
 Fax: (305) 293-1237

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

Fuel Line Easement - 1.27 Ac.

REVISIONS AND/OR ADDITIONS

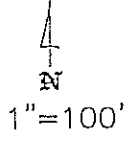
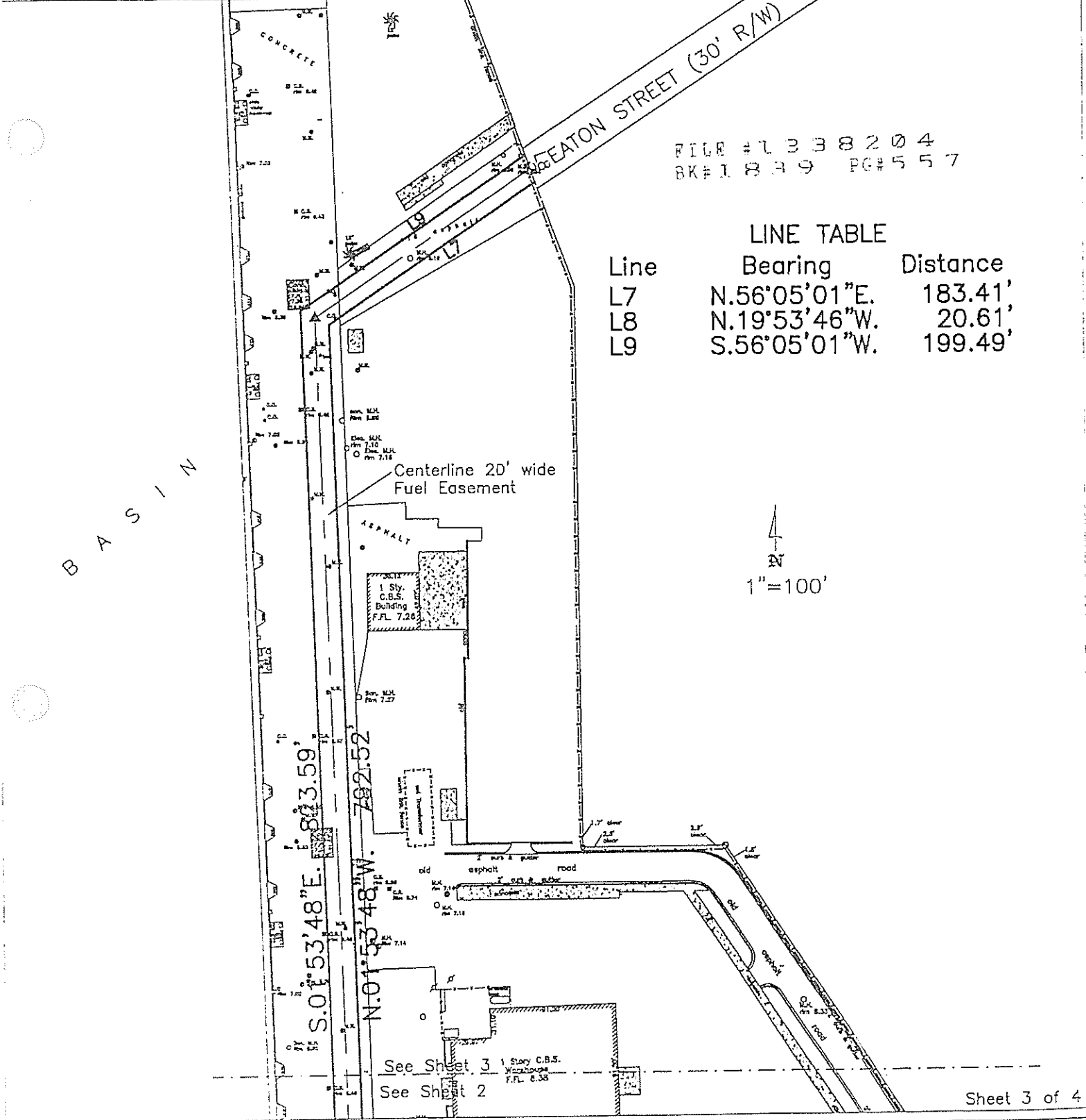
8/29/02: add Line Table

Scale: 1"=100' Doc No.: 02-541

Date: 8/20/02 By: F.H.H.

FILE # L 3 3 8 2 0 4
 BK# 1 8 3 9 PG# 5 5 7

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'



Sheet 3 of 4

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Normandy Drive
 Suite 101
 Key West, FL 33040
 (305) 293-1000
 Fax: (305) 293-1007

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'

Date: 8/20/02

No.: 02-541

F.H.H.

TRUMAN ANNEX
 NAF KEY WEST, FLORIDA
 FUEL LINE EASEMENT

FILE #1338204
 BK#1839 PG#558

1.27 Acres LEGAL DESCRIPTION: Fuel Line:

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 107
 Key West, FL 33040
 (305) 393-1144
 Fax: (305) 393-1237

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'

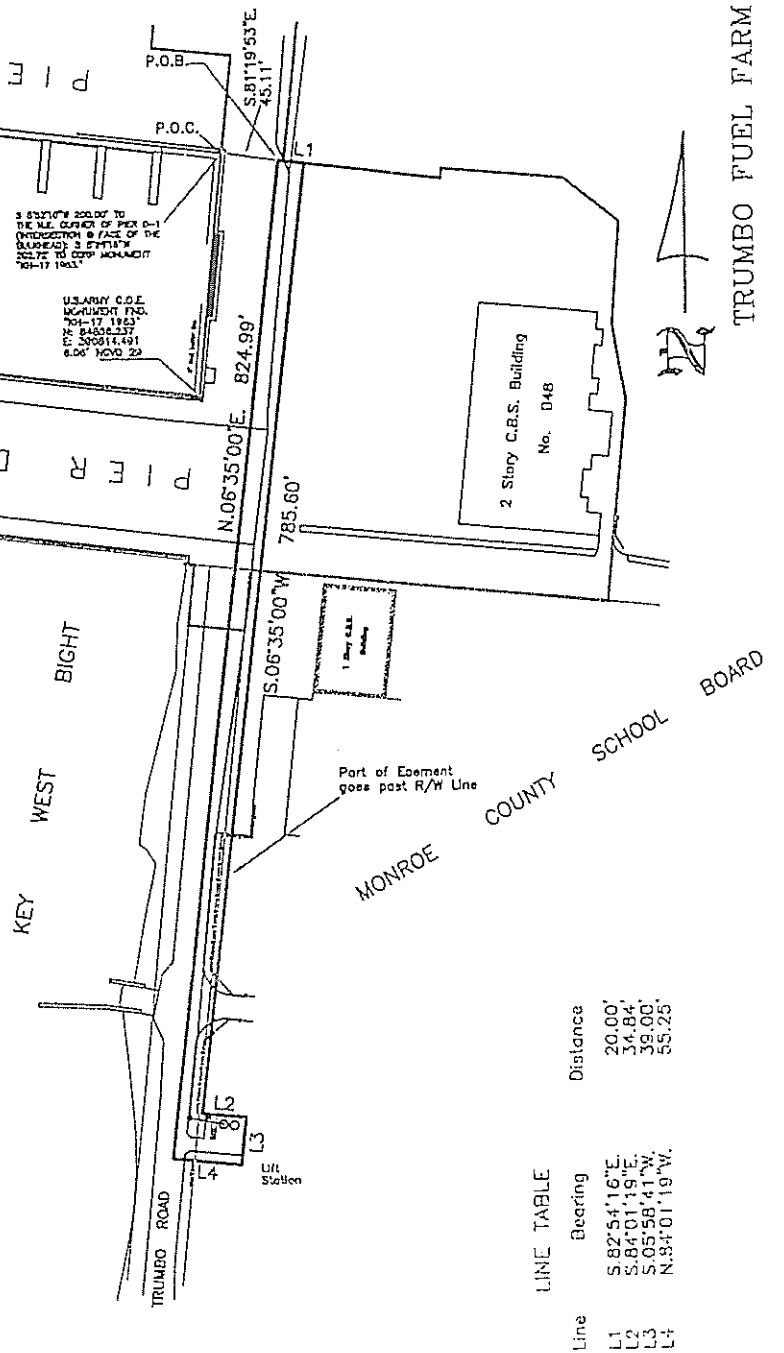
Plan No. 02-541

Date: 8/20/02

By: F.H.H.

FINAL *Roll Holding*
 DATE / Nov. 2002

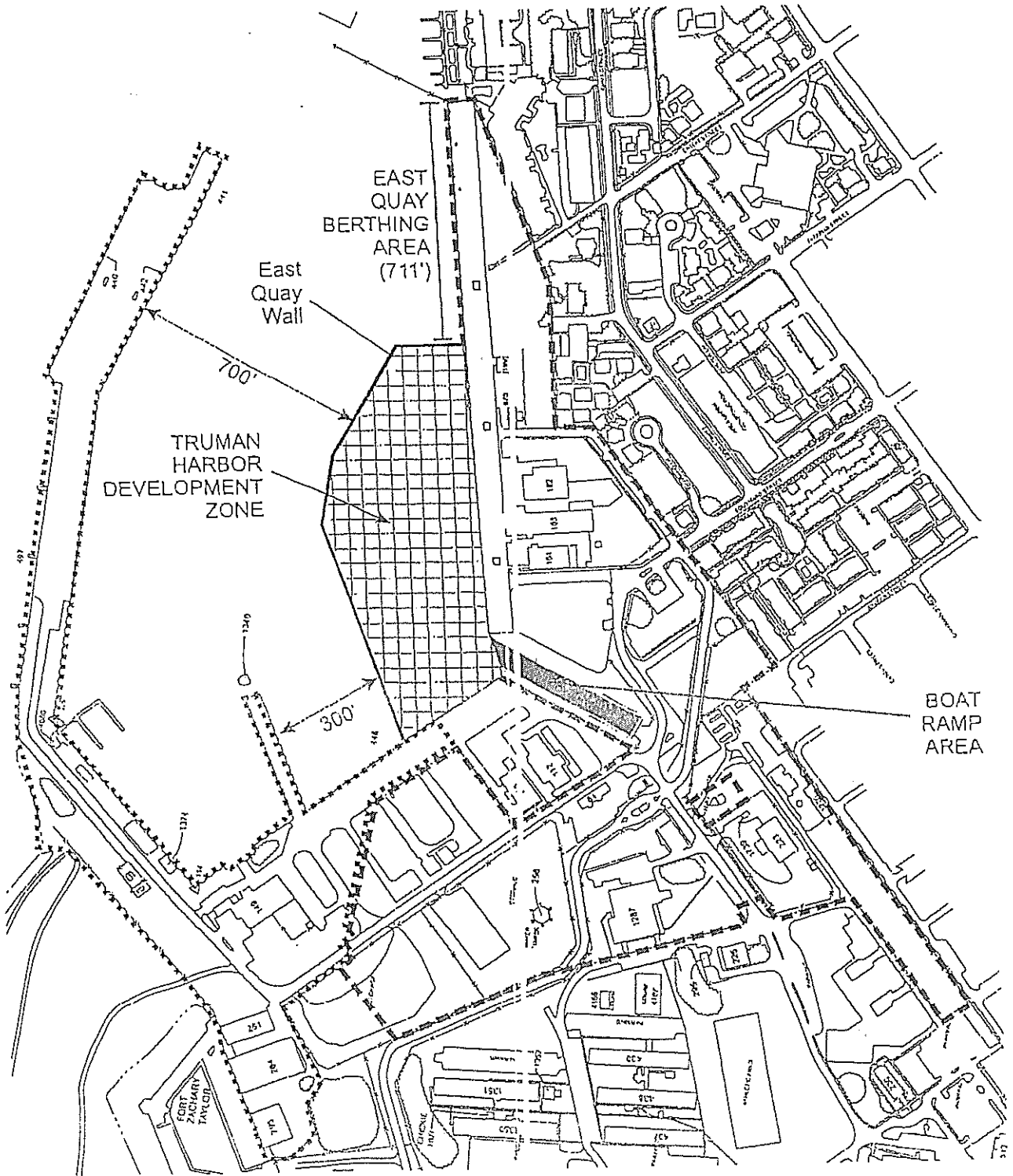
LEGAL DESCRIPTION: Sanitary Easement Proposed by Undersigned:
 21' of that tract or parcel of land lying and being in Section 30, Township 17 South, Range 24 East, Key West, Monroe County, Florida and being known as Piers D-1, D-2, & D-3, and adjacent lands, at Trumbo Point, of the United States Key West Naval Base Annex and being more particularly described as follows: Commence at a point which is the Southeastly corner of Pier D-2, being the intersection of the face of the Bulkheads for D-2 and the slip which lies between Pier D-1 and D-2, having a grid coordinates of N 85058.35 E 390833.74, Florida East Zone (Frederick Mercator projection), MAD 83/85 and being N 05°52'10" E, 200.31 feet from the Northeastern 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, 1953" and having grid coordinates of N 84856.237 E 390814.491, Florida East Zone MAD 83/85; thence S 81°19'53" E for a distance of 45.11 feet to the Point of Beginning; thence S 82°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 38.00 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.



Line	Bearing	Distance
L1	S 82°54'16" E.	20.00'
L2	S 84°01'19" E.	34.84'
L3	S 05°58'41" W.	38.00'
L4	N 06°35'00" W.	55.25'

REDUCED SCALE
 U.S.N. KEY WEST, FLORIDA
 Trumbo Point
 Sanitary Easement
 Scale: 1" = 100'
 Date: 12/17/00
 Plan No.: 00--516-IP
 FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR
 3150 Northside Drive
 Suite 101
 Key West, FL 33040
 (305) 293-0365
 Fa. (305) 293-0337

FILE #1338204
BK#1839 PG#560








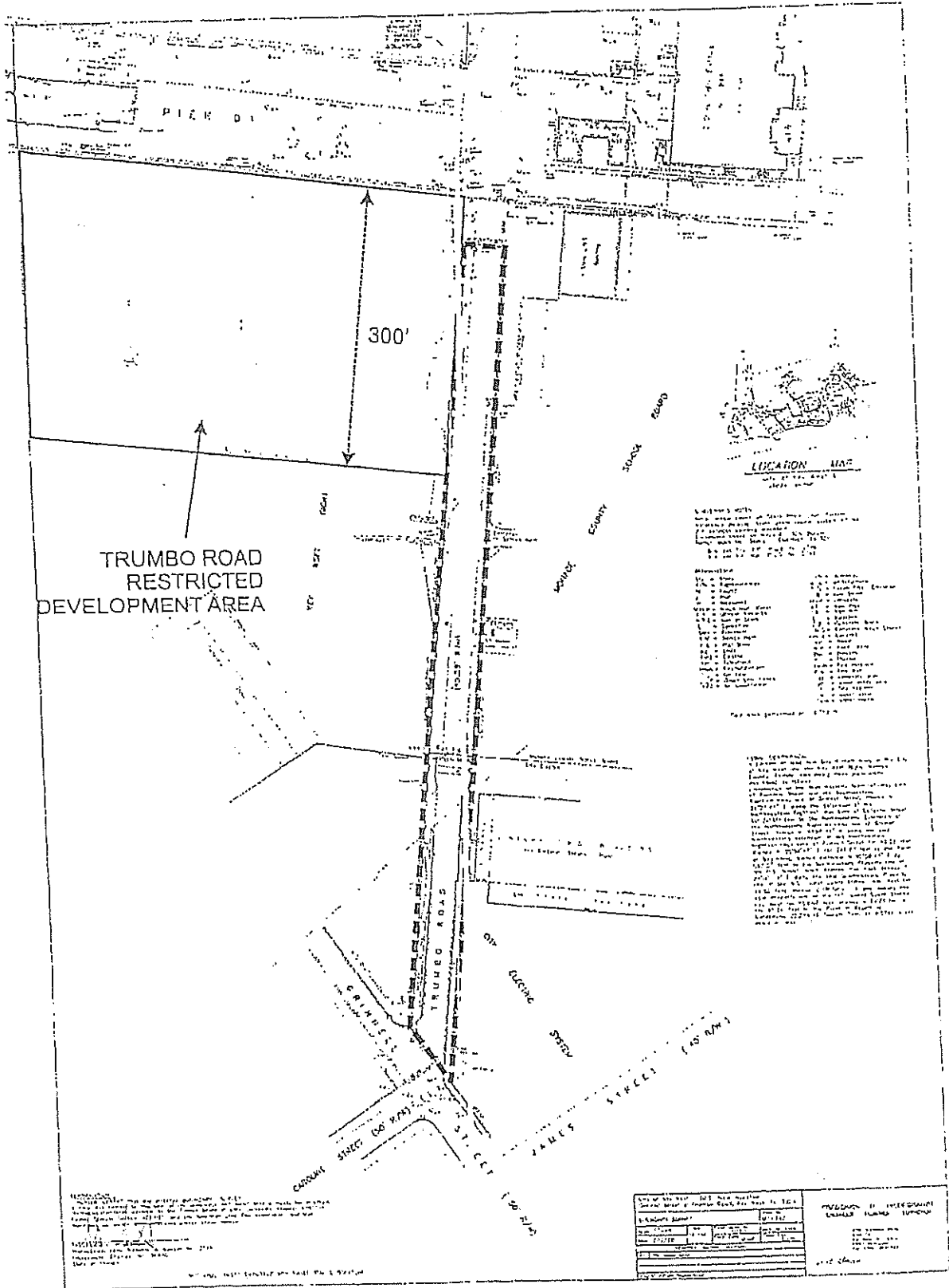
- LEGEND
-  Proposed Economic Development Conveyance (EDC) Boundary
 -  Area Deferred by Navy for Conveyance
 -  Truman Harbor Development Zone
 -  Boat Ramp Area
 -  East Quay Wall Berthing Area

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

Exhibit 100





- LEGEND**
-  Proposed Economic Development Conveyance (EDC) Boundary
 -  Trumbo Road Restricted Development Area

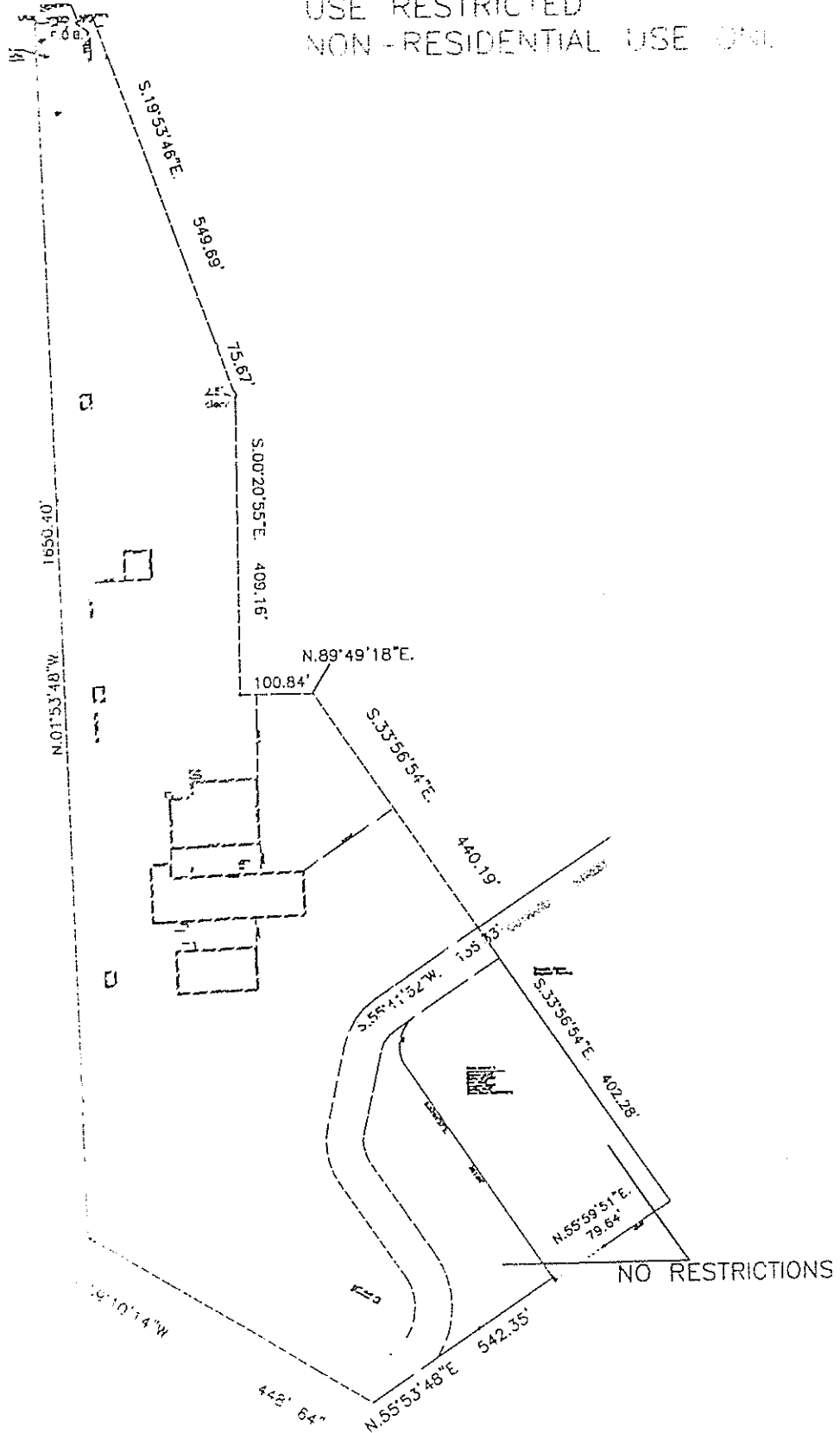
Exhibit
MEMORANDUM OF AGREEMENT
Trumbo Road Restricted Development Area

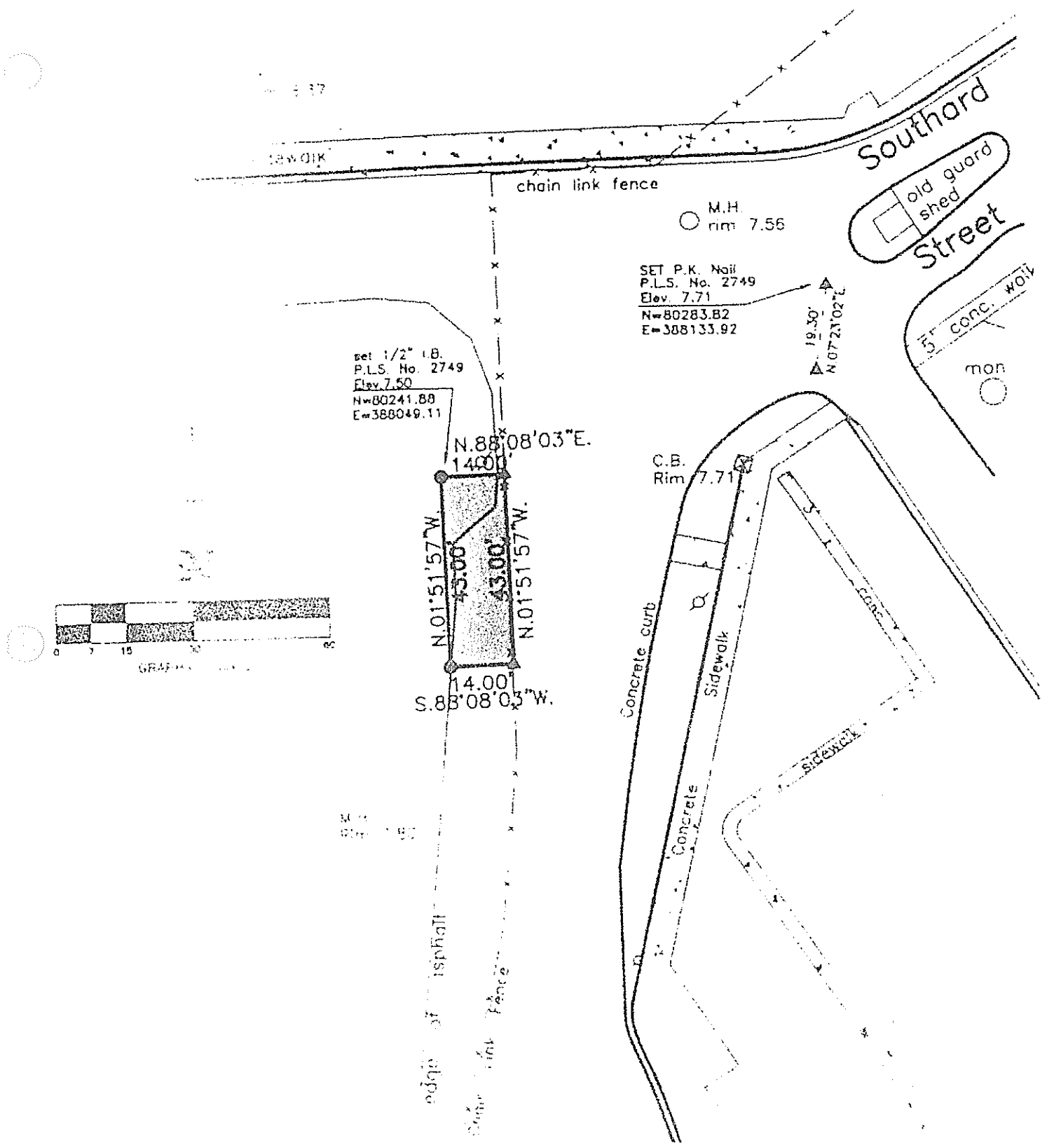
Key West EDC MOA Exhibit G

Development Plan Submission Criteria

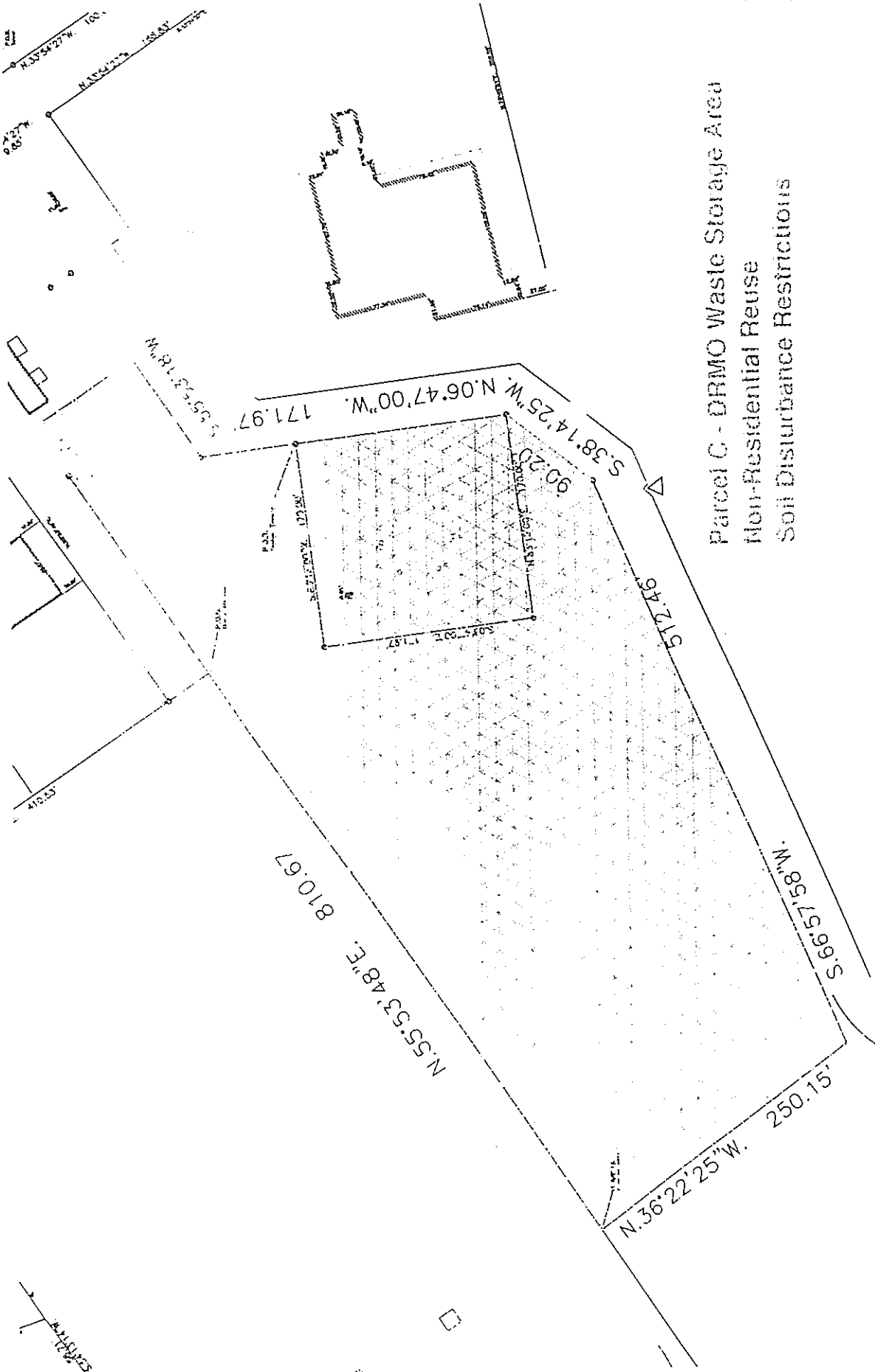
Plans shall be prepared by a registered architect or engineer and include: proposed use; proposed lot or building site lines with dimensions, setbacks, parking and landscaped yards; location and floor area size of all existing and proposed buildings; building elevations; and, designation of all dwelling unit types and number of units.

PARCEL E - DARK GREEN
SOIL AND GROUNDWATER
USE RESTRICTED
NON-RESIDENTIAL USE ONLY





Prepared by Frederick 1150 North Bay West 305-297	City of N.W.S. Bay West, Florida City Engineer, MDP	Date: 6/5/00	Tetra Tech, Inc. 661 Anderson Drive Pittsburgh, PA 15201
		F.H.H. No. 00-257	
		Scale: 1"=30'	
		Drawn By: F.H.H.	

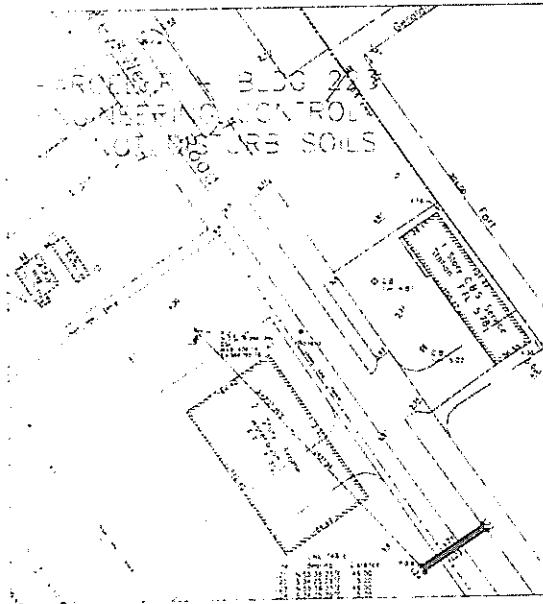


Parcel C - DRMO Waste Storage Area
Non-Residential Reuse
Soil Disturbance Restrictions

NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9
10

Scale: 1" = 100'

FILE #1338204
BK#1839 PG#566



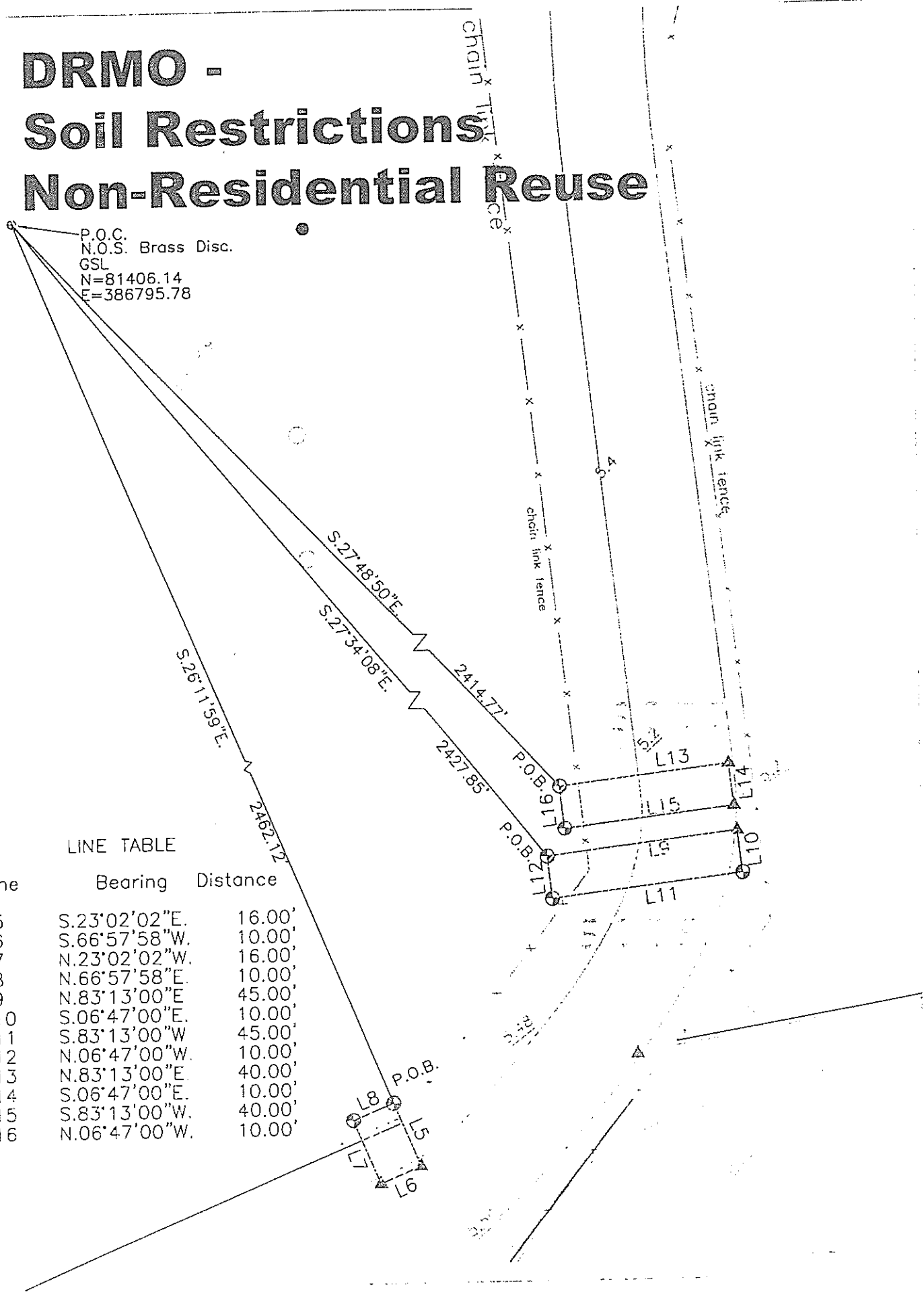
Sia B

DRMO - Soil Restrictions Non-Residential Reuse

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

LINE TABLE

Line	Bearing	Distance
L5	S.23°02'02"E.	16.00'
L6	S.66°57'58"W.	10.00'
L7	N.23°02'02"W.	16.00'
L8	N.66°57'58"E.	10.00'
L9	N.83°13'00"E.	45.00'
L10	S.06°47'00"E.	10.00'
L11	S.83°13'00"W.	45.00'
L12	N.06°47'00"W.	10.00'
L13	N.83°13'00"E.	40.00'
L14	S.06°47'00"E.	10.00'
L15	S.83°13'00"W.	40.00'
L16	N.06°47'00"W.	10.00'



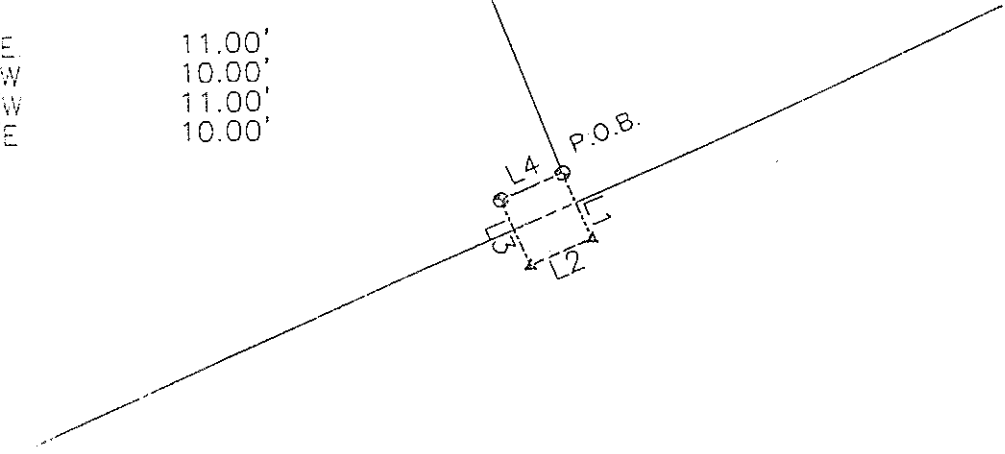
DEPARTMENT OF Engineering Control
 Surveying Restrictions
 No Confidential Reuse

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

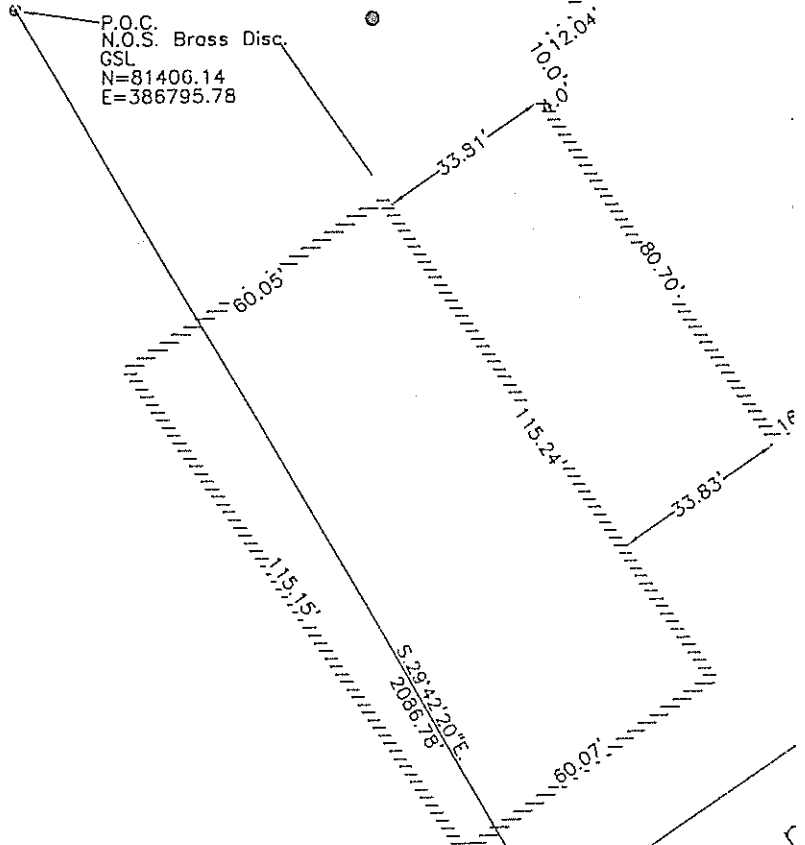
S. 20°52'49"E
 24960.10

LINE TABLE

Line	Bearing	Distance
L1	S. 20°52'49"E	11.00'
L2	S. 34°57'58"W	10.00'
L3	S. 34°57'58"W	11.00'
L4	S. 20°52'49"E	10.00'



DRW Engineering Control
 No Restrictions
 Non Confidential Reuse



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

LINE TABLE

Line	Bearing	Distance
L17	S.34°06'12"E.	20.00'
L18	S.55°53'48"W.	10.00'
L19	N.34°06'12"W.	20.00'
L20	N.55°53'48"E.	10.00'

road

E a s e r

L20 P.O.B.
 L17
 L19
 L18

LEGAL DESCRIPTION: Site A

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 29°42'20" E., a distance of 2085.78 feet to the Point of Beginning. thence S 34°06'12" E for a distance of 20.00 feet; thence S 55°53'48" W for a distance of 10.00 feet; thence N 34°06'12" W for a distance of 20.00 feet; thence N 55°53'48" E for a distance of 10.00 feet to the Point of Beginning.
Containing 200 square feet.

LEGAL DESCRIPTION: Site B

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°37'35" E., a distance of 2637.96 feet to the Point of Beginning. thence N 55°36'25" E for a distance of 46.00 feet; thence S 34°25'29" E for a distance of 5.00 feet; thence S 55°36'25" W for a distance of 46.00 feet; thence N 34°25'29" W for a distance of 5.00 feet to the Point of Beginning.
Containing 230 square feet.

LEGAL DESCRIPTION: Site C

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 27°46'50" E., a distance of 2414.77 feet to the Point of Beginning. thence N 83°13'00" E for a distance of 40.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 40.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 400 square feet.

LEGAL DESCRIPTION: Site D

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 61,406.14 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 27°34'08" E., a distance of 2427.85 feet to the Point of Beginning, thence N 83°13'00" E for a distance of 45.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 45.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 450 square feet.

LEGAL DESCRIPTION: Site E

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 61,406.14 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 26°11'59" E., a distance of 2462.12 feet to the Point of Beginning, thence S 23°02'02" E for a distance of 16.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 16.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 160 square feet.

LEGAL DESCRIPTION: Site F

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:

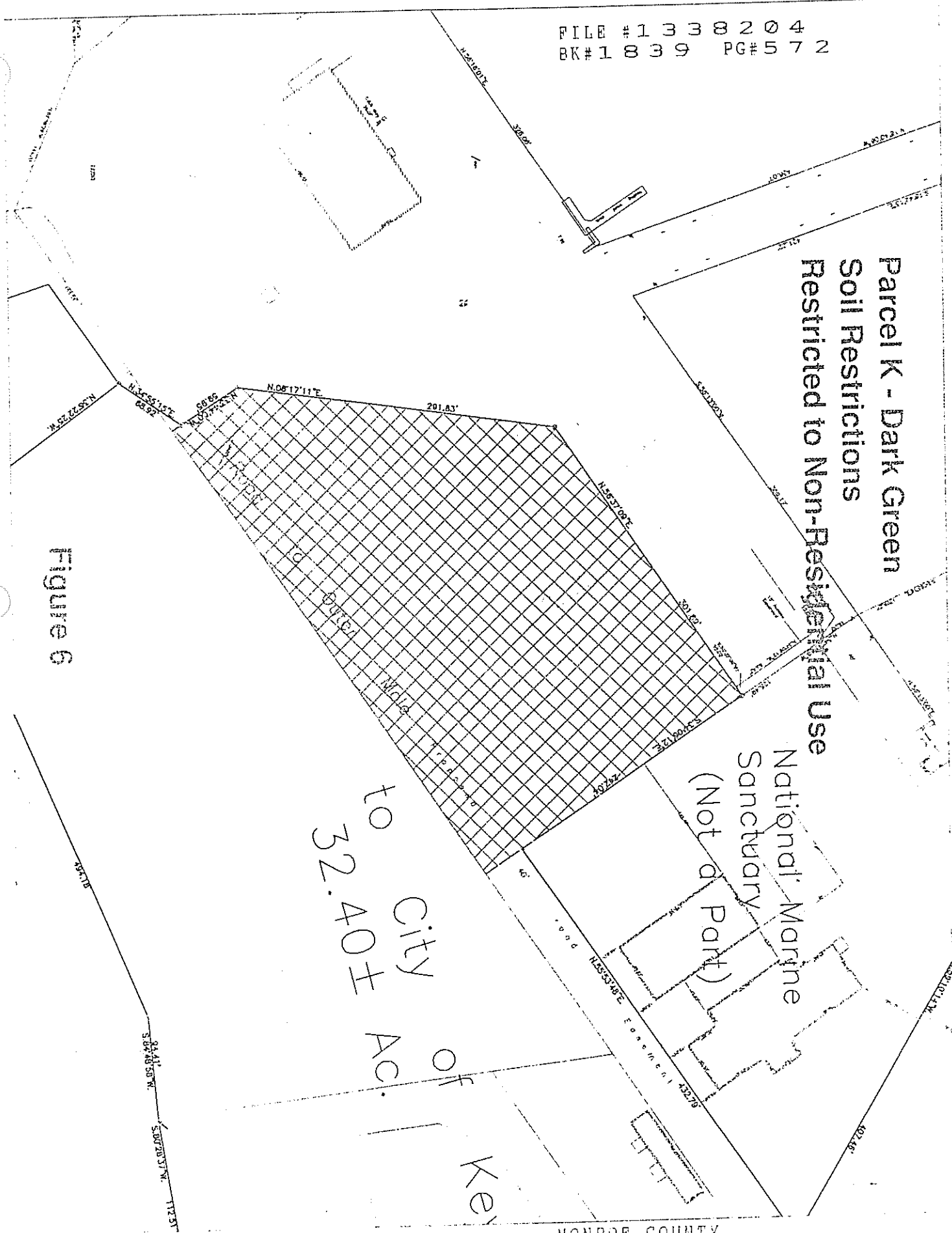
Commence at the National Ocean Survey Triangulation Station GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 61,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey mercator grid coordinate system which has for its zero coordinate a point of Latitude North 24°20'00" and 500.00 feet West of Longitude West 81°00'00"; thence S 20°52'49" E., a distance of 2460.10 feet to the Point of Beginning, thence S 23°02'02" E for a distance of 11.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 11.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 110 square feet.

Parcel K - Dark Green
Soil Restrictions
Restricted to Non-Residential Use

National Marine
Sanctuary
(Not a Part)

City of
Ken
to 32.40± Ac.

Figure 6



RECORDING REQUESTED BY:
William Bowen, Esq.
State of Florida Department of Environmental Protection

MONROE COUNTY
OFFICIAL RECORDS
FILE # 1 3 3 8 2 0 5
BK# 1 8 3 9 PG# 5 7 3
RCD Dec 09 2002 09:42AM
DANNY L KOLHAGE, CLERK

WHEN RECORDED, MAIL TO:
Mr. Jorge Caspary
State of Florida Department of Environmental Protection
2600 Blairstone Road, MS-4535
Tallahassee, FL 32399

22

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

1
2
3
4
5 This covenant is made by the **City of Key West, Florida**, a public body created under the
6 laws of the State of Florida (the "Covenantor"), the owner of certain property situated in Monroe
7 County, Florida, described in **Exhibit A**, attached hereto and incorporated by this reference (the
8 "Property") for the benefit of the State of Florida, **Department of Environmental Protection**
9 (the "FDEP").

10
11 WHEREAS, the FDEP's concurrence in the execution of a Finding of Suitability to
12 Transfer ("FOST") by the United States for the Property is conditioned on the satisfaction of
13 certain covenants, terms, reservations, conditions, restrictions, and easements to run with the
14 land in perpetuity, unless otherwise released; and

15
16 WHEREAS, this covenant satisfies a contingency specified by the State of Florida for
17 giving its concurrence in the FOST.

18
19 NOW THEREFORE, by the acceptance and recording of this instrument in the public
20 records of Monroe County, Florida, Covenantor, for itself, its successors and assigns, agrees to
21 comply with the terms of this covenant.

22
23 Notice of Environmental Condition: For each hazardous substance stored by the Navy on
24 the Property for one (1) year or more, or known to have been released or disposed of on the
25 Property, Exhibit "B", attached hereto and made a part hereof, provides notice of the type and
26 quantity of such hazardous substances at the time at which such storage, release or disposal took
27 place to the extent such information is available on the basis of a complete search of agency files

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 2

1 by the Department of the Navy, and of all response actions taken to date to address such
2 hazardous substances. The information contained in this Notice is required under 42 U.S.C. §
3 9620(h)(3)(A).

4
5 Pursuant to Chapters 376 and 403, Florida Statutes, the FDEP has determined that this
6 covenant is reasonably necessary to protect present and future human health or safety or the
7 environment as a result of the presence on the property of hazardous materials. Contamination
8 exists in excess of the Florida Department of Environmental Protection residential cleanup target
9 levels (chapter 62-777, F.A.C.); therefore, Covenantor, its successors and assigns, hereby agrees
10 to the following use restrictions ("Land Use Controls") on certain portions of the Property
11 ("Restricted Use Areas"), as described in Exhibit "C", attached hereto and made a part hereof, in
12 perpetuity, for the benefit of FDEP:

13
14 1. Covenantor shall not tamper with or damage groundwater monitoring and/or soil
15 monitoring and/or remediation systems (including pumps, wells, piping, utilities and associated
16 appurtenances) installed by the United States on the Restricted Use Areas.

17
18 2. Covenantor shall not install wells or extract groundwater on that portion of the
19 Restricted Use Areas known as Parcel E. Construction related groundwater dewatering
20 conducted in accordance with applicable State regulations is specifically authorized.

21
22 3. Covenantor shall not hinder or prevent the United States from constructing,
23 upgrading, operating, maintaining and monitoring any groundwater and/or soil treatment
24 facilities and/or groundwater monitoring network or engage in any activity that will disrupt or
25 hinder further remedial investigation, response actions or oversight activities on the Restricted
26 Use Areas.

27
28 4. Covenantor shall not permit residential or agricultural use on the Restricted Use
29 Areas, including, but not limited to, housing, child care and pre-school facilities, and recreational
30 camping or playgrounds.

31
32 5. Covenantor shall comply with the provisions of any health and safety plan put
33 into effect by the United States in connection with any ongoing or future environmental
34 investigative and/or remedial activities to be undertaken by the United States on the Restricted
35 Use Areas.

36
37 6. Covenantor shall perform annual inspections of the Property to ensure that all
38 Land Use Controls are being complied with. Within 45 days of each such inspection,
39 Covenantor shall provide a written report to FDEP certifying such compliance for as long as
40 such Land Use Controls are required at the identified sites. The written report shall be sent as
41 described in the paragraph on "Written Notice" below.

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 3.

1 Right of Access: Covenantor, its successors and assigns, grants to FDEP reasonable and
2 appropriate rights of access to the Property described herein when remedial action, response
3 action, or corrective action is found to be necessary in accordance with applicable Federal, State
4 and local environmental laws. In non-emergency circumstances, FDEP shall give Covenantor,
5 its successors and assigns, reasonable prior written notice of its intention to enter the Property for
6 the purposes set forth herein and shall cooperate with Covenantor, its successors or assigns, to
7 the maximum extent practicable, with respect to the timing and manner of such entry, unless
8 such entry is required to remedy an emergency situation or prevent the imminent endangerment
9 of human health, in which event no prior notice shall be required. These access rights are in
10 addition to those granted to Federal, State, and local authorities under applicable environmental
11 laws and regulations. Covenantor agrees to comply with activities of the FDEP in furtherance of
12 these covenants and will take no action to interfere with future necessary remedial and
13 investigative actions of the FDEP.

14
15 The Parties agree to cooperate in good faith to minimize any conflict between necessary
16 environmental investigation and remediation activities and operations of Covenantor, its
17 successors and assigns, and of any lessee or any sublessee of the Property. Any inspection,
18 survey, investigation, or other response or remedial action will, to the extent practicable, be
19 coordinated with representatives designated by Covenantor or its successors and assigns. The
20 right of access described herein shall include the right to conduct tests, investigations and
21 surveys, including, where necessary, drilling, digging test pits, boring, and other similar
22 activities. Such rights shall also include the right to construct, operate, maintain, or undertake
23 any other response, corrective or remedial action as required or necessary, including, but not
24 limited to, monitoring wells, pumping wells, and treatment facilities. Covenantor, on behalf of
25 its successors and assigns, agrees to comply with FDEP in furtherance of these covenants.

26
27 Written Notice: Covenantor agrees that it shall provide written notice to the FDEP of any
28 subsequent sale, assignment or lease of the Restricted Use Areas, or any portion thereof, and
29 provide contact information concerning the new owner or occupant. The written notice must be
30 received by FDEP at least 30 days subsequent to such sale, assignment or lease and will be
31 mailed to.

32
33 Florida Department of Environmental Protection
34 Federal Facilities Coordinator (Eric S. Nuzie)
35 2600 Blairstone Road, MS 4535
36 Tallahassee, FL 32399

37
38 Restrictions to Run With the Land: This covenant sets forth restrictions that shall be
39 binding upon all successive owners (and all parties claiming by, through and under the owners)
40 of the Property and shall run with the title to the Property and remain in full force and effect in
41 perpetuity or until amended or released by FDEP. FDEP shall have the authority to enforce the

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 4.

1 terms of this covenant by injunctive relief or by declaratory action to enjoin or seek
2 interpretation concerning the use or uses of the Property prohibited by this covenant.

3
4 Covenantor agrees to incorporate the terms and conditions of this covenant or provide
5 notice of this covenant in any subsequent deed or other written instrument by which Covenantor
6 transfers or conveys the fee simple title or any other possessory interest in the Property to a third
7 party.

8
9 The invalidation of any of the restrictions and covenants by judgment or court order shall
10 in no way affect the validity of any of the other restrictions and covenants in this covenant if the
11 deletion of the invalid portion shall not destroy the clear intent and purpose of this covenant.

12
13 No delay or failure to exercise any right, power or remedy accruing to FDEP under this
14 covenant shall be construed as a waiver of any such right, power or remedy.

15
16 This covenant represents the entire agreement of the parties. Any modifications, release
17 or cancellation of the promises of this covenant shall only be valid when such modification,
18 release or cancellation has been reduced to writing, duly executed by or on behalf of Covenantor
19 and FDEP and recorded in the Public Records of Monroe County, Florida.

20
21 This covenant has been delivered in the State of Florida and shall be construed in
22 accordance with the laws of Florida.

23
24
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26
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29
30
31
32

[Signature Pages Follow]

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 5.

IN WITNESS WHEREOF, the Parties execute this covenant.

Signed, sealed & delivered
in the presence of:

Covenantor: City of Key West, Florida

(signature of witness)

By: Jimmy Weekley
(signature)

(print/type witness name)

Jimmy Weekley
(print/type name)

(signature of witness)

Title: Mayor
(print/type title)

(print/type witness name)

City of Key West
official seal

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21 day of July,
2002 by Jimmy Weekley as Mayor of the City of
Key West, Florida, on behalf of the City. He/she is personally known to me or has produced
_____ as identification.

Cheryl Smith
(print/type notary name)

My commission expires: _____



Cheryl Smith
MY COMMISSION # DD106013 EXPIRES
June 6, 2006
BONDED THRU TROY FAIR INSURANCE, INC

COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Page 6.

1 APPROVAL:

2
3 The State of Florida Department of Environmental Protection hereby approves the
4 foregoing Covenant to Restrict Use of Property.

5
6 Signed, sealed & delivered
7 in the presence of:

By: [Signature]
(signature)

8
9
10 [Signature]
11 (witness signature)

DOUGLAS A. JONES
(print/type name)

12
13
14 GAYLE LITKIN
15 (type/print witness name)

Title: BUREAU CHIEF, BUREAU OF WASTE CLEANUP
(print/type title)

16
17
18 [Signature]
19 (witness signature)

20
21
22 LINDA M. FROHOCK
23 (print/type witness name)

24
25
26 STATE OF FLORIDA)
27 COUNTY OF MONROE)

28
29
30 The foregoing instrument was acknowledged before me this 27 day of November
31 2002 by Douglas A. Jones of the State of Florida Department of Environmental
32 Protection (FDEP), on behalf of the FDEP. He/she is personally known to me or is known by the
33 following identification: Personally known

[Signature]
(print/type notary name)

My commission expires: 5/3/04



FILE #1338205
BK#1839 PG#579

EXHIBIT A

LEGAL DESCRIPTION: - Parkland -
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 N.74°38'54"E., a distance of 901.39 feet to the Point of Beginning; thence N.88°01'07"E., a distance of 57.69 feet; thence N.01°52'38"W., a distance of 2.77 feet; thence N.88°13'17"E., a distance of 19.93 feet; thence S.19°53'46"E., a distance of 549.69 feet; thence S.00°20'55"E., a distance of .409.16 feet; thence N.89°49'18"E., a distance of 100.84 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 1077.05 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 69°12'38", 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°35'36", a chord bearing of S.66°01'04"W. and a chord length of 37.09 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.08°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 1430253 square feet or 32.83 acres, more or less.

EXHIBIT B

EXHIBIT B
40 CFR 373

HAZARDOUS SUBSTANCE NOTICE

Substance Name	Chemical Abstracts Services Registry Number (CASRN)	Synonym	RCRA Hazardous Waste Number	Quantity Stored/Released	Date of Storage/Release	Remedial Action
Polychlorinated Diphenyls (PCBs)	11096-82-5 11097-69-1	Aroclor-1260 Aroclor-1254, chlorodiphenyl- 54% chlorine)	None	Undocumented	1940-1974	Excavation and disposal
Antimony	7440-36-0	Antimony Compounds, Stibium C.I. 77050	None	Undocumented	N/A	Excavation and disposal
Benzo(a)pyrene	50-32-8	3,4, benzopyrene	U022	Undocumented	N/A	Excavation and disposal
Arsenic	7440-38-2	Arsenic	D004	Undocumented	N/A probable application	Excavation and disposal
Indeno (1,2,3-cd)pyrene	193-39-5	1,10-(1,2-Phenylene)pyrene	U137	Undocumented	N/A probable application	Excavation and disposal
Benzo(b)fluoranthene	205-99-2	3,4 benzofluoranthene	None	Undocumented	N/A	Excavation and disposal
Benzo(k)fluoranthene	207-08-9	None	None	Undocumented	N/A	Excavation and disposal
Phenanthrene	85-01-8	None	None	Undocumented	N/A	No further action (no risk)
Benzene	71-43-2	[6] Annulene, Benzol, Benzole, Coal naphtha, cyclohexatriene, phene, phenyl hydride, pyrobenzol, pyrobenzole	U019 D018	Undocumented	1940-1974	No further action (no receptors)

FILE # 133000
BK # 1339 P# 505

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

40 CFR 373
HAZARDOUS SUBSTANCE NOTICE

Substance Name	Chemical Abstracts Services Registry Number (CASRN)	Synonym	RCRA Hazardous Waste Number	Quantity Stored/Released	Date of Storage/Release	Remedial Action
Carbazole	86-74-8	dibenzopyrrole, diphenylamine	None	Undocumented	N/A	No further action (no receptors)
Dibenzofuran	132-04-9	2,2 biphenylene oxide, diphenylene oxides	None	Undocumented	N/A probable application 1940-1974	No further action (no receptors)
Tetrachloroethene	25322-20-7	None	None	Undocumented	1940-1974	No further action (no receptors)
Trichloroethene	79-01-6	ethylene trichloride, Trichloron, trichloroethylene	U228 D040	Undocumented	1940-1974	No further action (no receptors)
Lead	7439-92-1	lead	D008	Undocumented	1940-1974	Excavation and disposal
Benzo(a)anthracene	56-55-3	benzo(a)anthracene, 1,2-benzanthracene, benzo(a)anthracene	U018	Undocumented	1940-1974	Excavation and disposal
Beryllium	191-24-2	beryllium compounds, glucinium	P015	Undocumented	N/A	Excavation and disposal
Benzo (g,h,i) perylene	7440-41-7	anthanthrene	None	Undocumented	N/A	Excavation and disposal
Cadmium	7440-43-9	None	D006	Undocumented	1940-1974	Excavation and disposal
Thallium	7440-28-0	thallium elemental	None	Undocumented	N/A	Suspected systemic lab error

DATES SHOWN FOR STORAGE/RELEASE ARE LISTED ONLY FOR LIFE TIMES OF STRUCTURES THAT WERE PRESENT AT TRUMAN ANNEX. THERE ARE NO RECORDS THAT WOULD INDICATE WHERE OR WHEN HAZARDOUS SUBSTANCE WERE STORED OR HAZARDOUS SUBSTANCE RELEASES MAY HAVE OCCURRED.

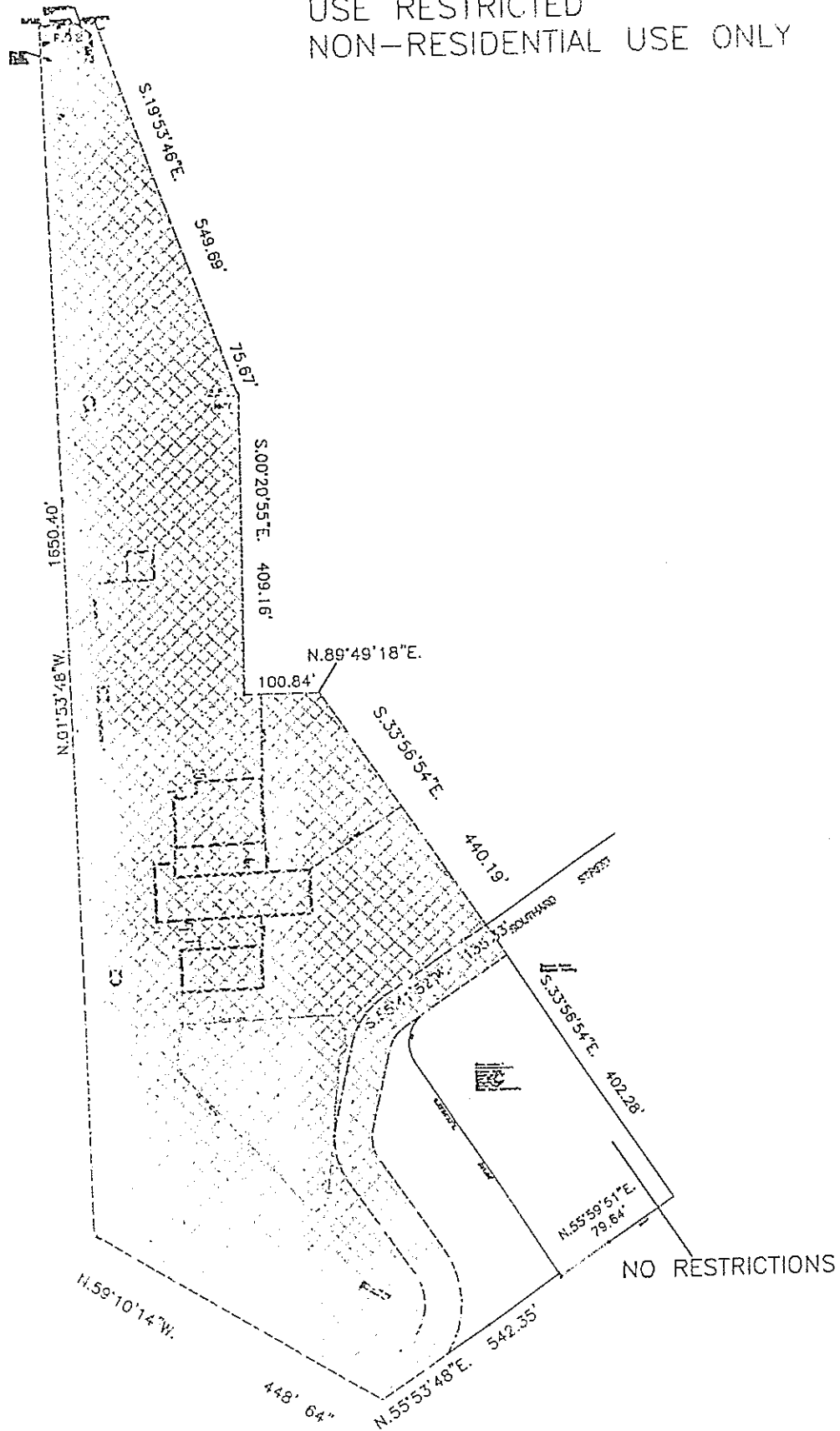
The information contained in this notice is required under the authority of regulations promulgated under section 120(b) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. Section 9620(b). FOSTL EX4

FILE # 1 3 3 0 0 2 0 5 0 5
BK # 1 0 3 9 0 6 5 0 5

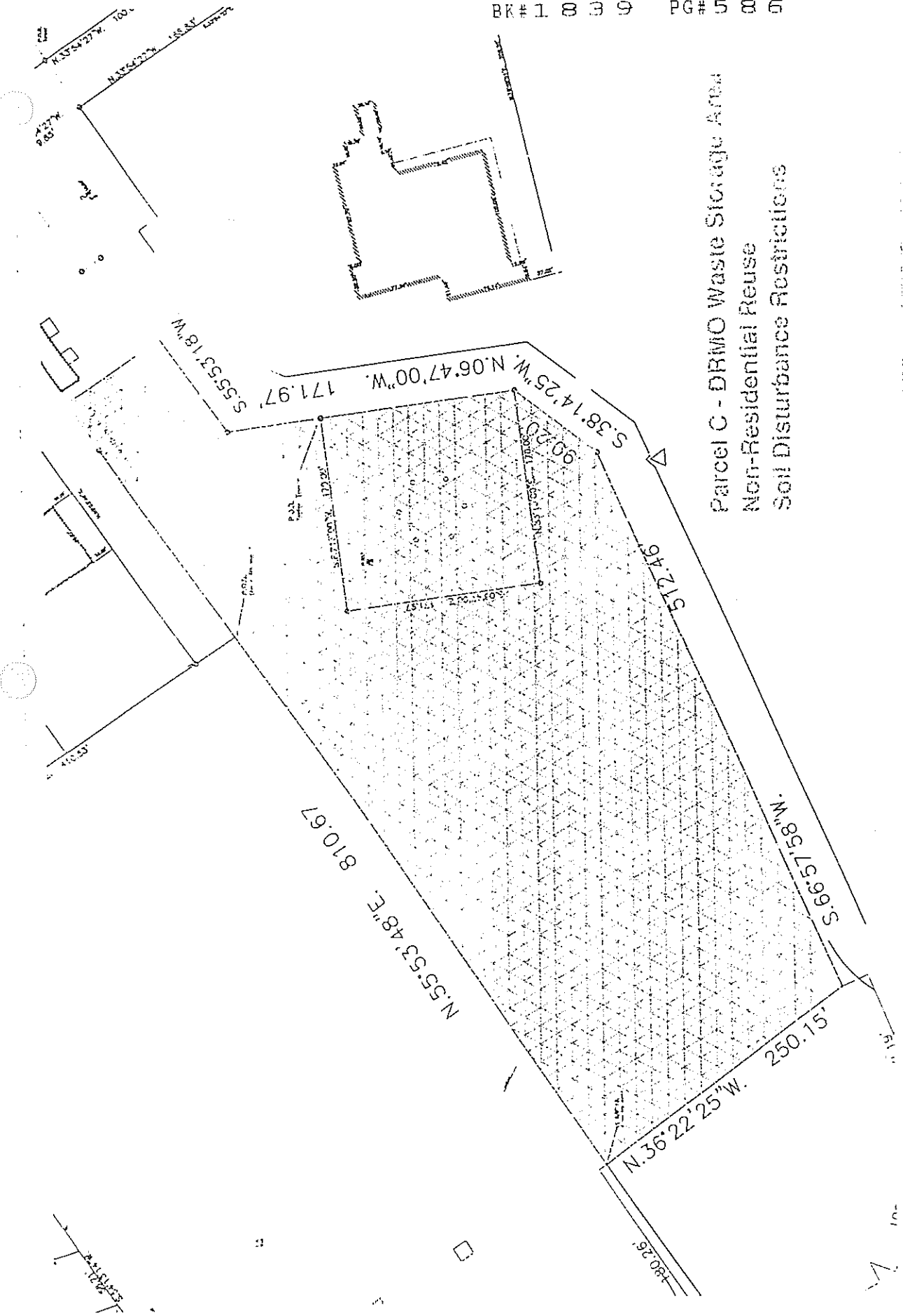
FILE #1338205
BK#1839 PG#584

EXHIBIT C

PARCEL E - DARK GREEN
SOIL AND GROUNDWATER
USE RESTRICTED
NON-RESIDENTIAL USE ONLY

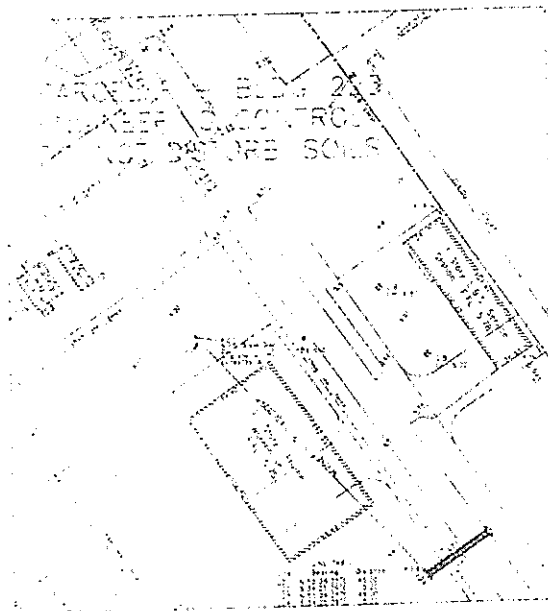


Parcel C - DRMO Waste Storage Area
 Non-Residential Reuse
 Soil Disturbance Restrictions



Den. No.	Area	Dist.	Area
	117.25'	117.25'	117.25'
	115.87'	115.87'	115.87'
	99.20'	99.20'	99.20'

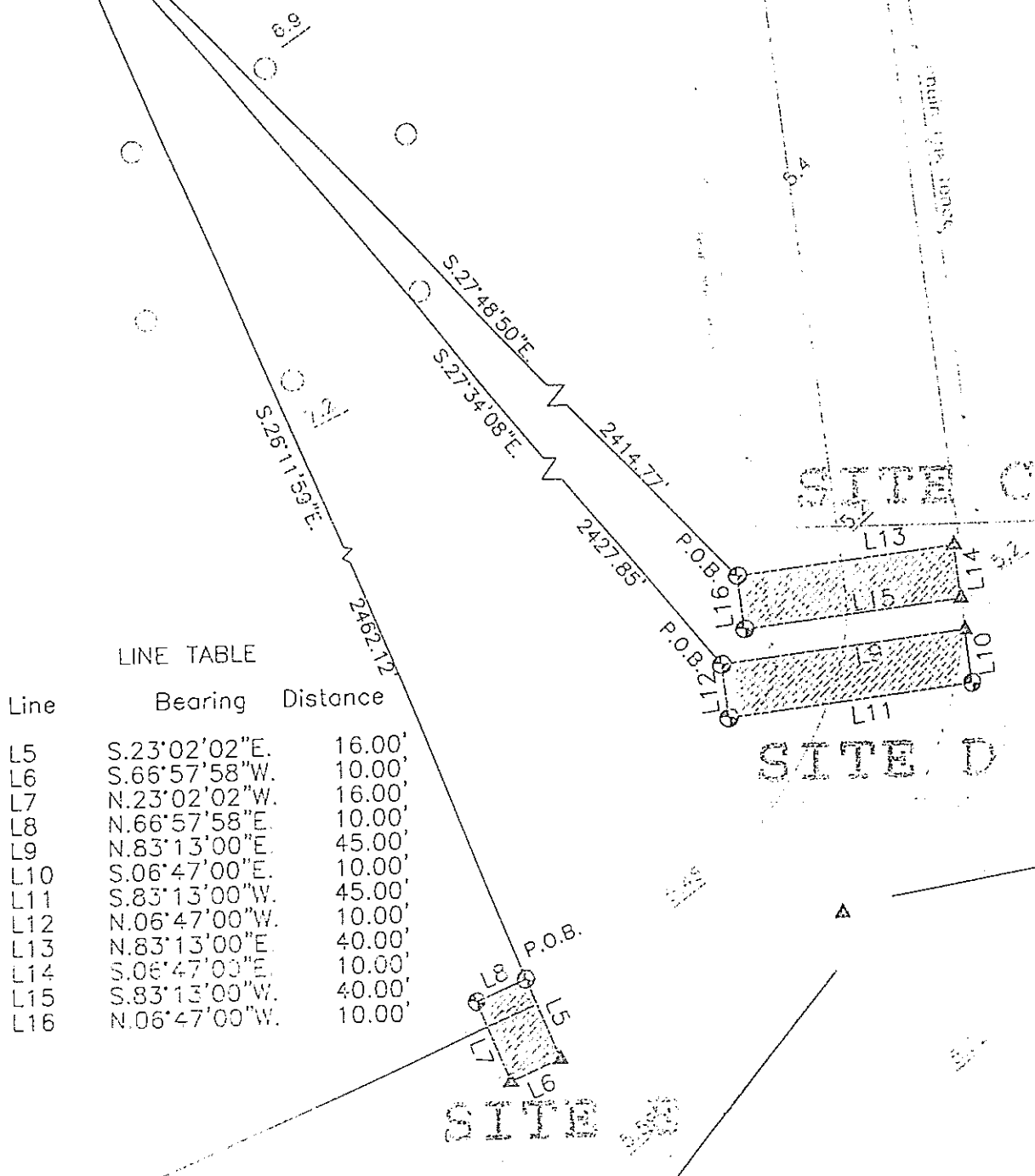
DRMO Waste Storage Area
 Non-Residential Reuse
 Soil Disturbance Restrictions



See

DRMO - Soil Restrictions Non-Residential Reuse

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

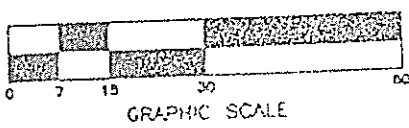
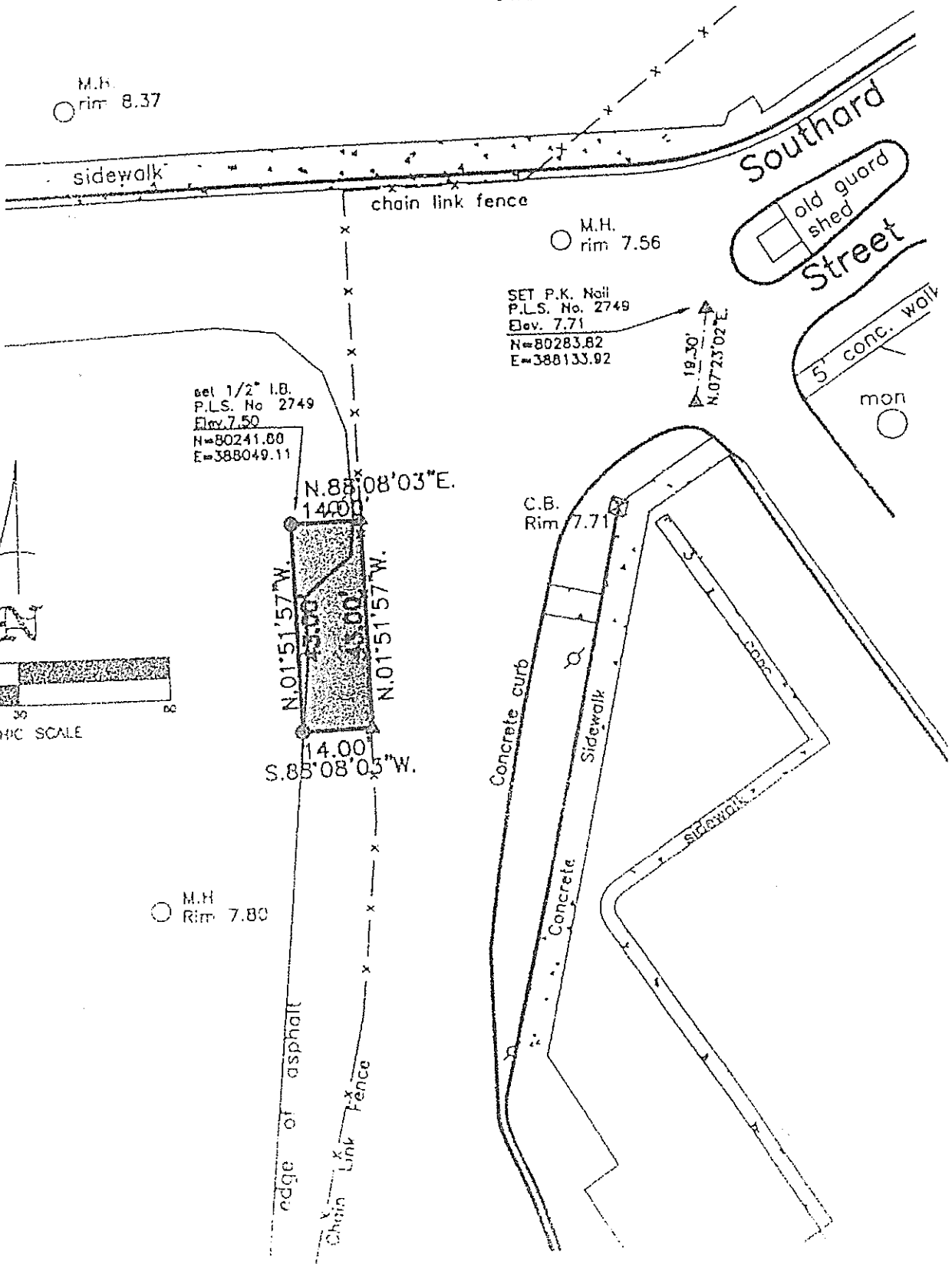


LINE TABLE

Line	Bearing	Distance
L5	S.23°02'02"E.	16.00'
L6	S.66°57'58"W.	10.00'
L7	N.23°02'02"W.	16.00'
L8	N.66°57'58"E.	10.00'
L9	N.83°13'00"E.	45.00'
L10	S.06°47'00"E.	10.00'
L11	S.83°13'00"W.	45.00'
L12	N.06°47'00"W.	10.00'
L13	N.83°13'00"E.	40.00'
L14	S.06°47'00"E.	10.00'
L15	S.83°13'00"W.	40.00'
L16	N.06°47'00"W.	10.00'

Final 10/1/00

M.H.
 rim 8.37



M.H.
 Rim 7.80

Prepared By: Frederick H. Hebert 3150 Northside Drive Key West, Florida 33040 (305) 293-0405	U.S.N. NAS Key West, Florida Site Boundary Map Figure No. 19-2	Date: 6/5/00	Tetra Tech Nus, inc 661 Anderson Drive Pittsburgh, Pa 15220
		F.H.H. No. 00-257	
		Scale: 1"=30'	
		Dwn. By: F.H.H.	

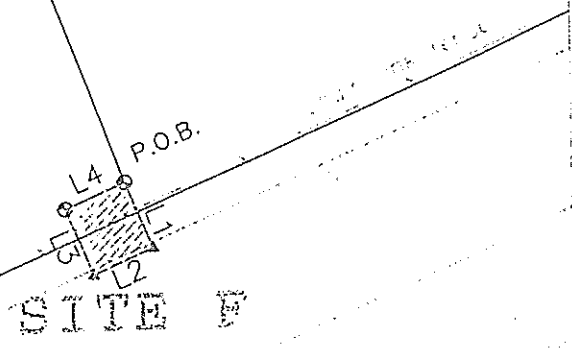
DRMO - Engineering Control Soil Restrictions Non-Residential Reuse

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

S.20°52'49"E
 2460.10'

LINE TABLE

Line	Bearing	Distance
L1	S.23°02'02"E.	11.00'
L2	S.66°57'58"W.	10.00'
L3	N.23°02'02"W.	11.00'
L4	N.66°57'58"E.	10.00'



SITE F

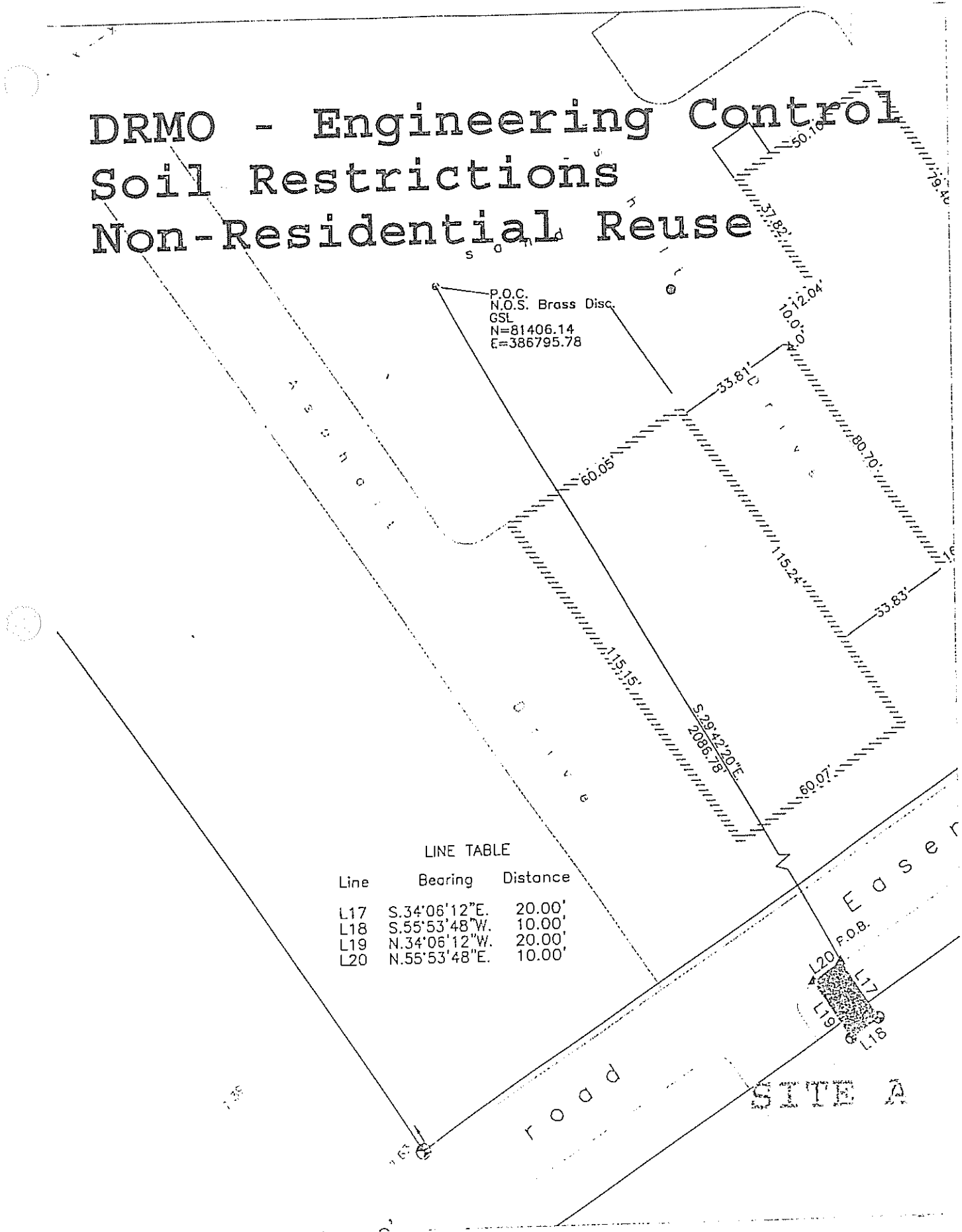
DRMO - Engineering Control Soil Restrictions Non-Residential Reuse

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

LINE TABLE

Line	Bearing	Distance
L17	S.34°06'12"E.	20.00'
L18	S.55°53'48"W.	10.00'
L19	N.34°06'12"W.	20.00'
L20	N.55°53'48"E.	10.00'

SITE A



LEGAL DESCRIPTION: Site A

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 29°42'20" E., a distance of 2086.78 feet to the Point of Beginning. thence S 34°06'12" E for a distance of 20.00 feet; thence S 55°53'48" W for a distance of 10.00 feet; thence N 34°06'12" W for a distance of 20.00 feet; thence N 55°53'48" E for a distance of 10.00 feet to the Point of Beginning.
Containing 200 square feet.

LEGAL DESCRIPTION: Site B

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°37'35" E., a distance of 2637.96 feet to the Point of Beginning. thence N 55°36'25" E for a distance of 46.00 feet; thence S 34°25'29" E for a distance of 5.00 feet; thence S 55°36'25" W for a distance of 46.00 feet; thence N 34°25'29" W for a distance of 5.00 feet to the Point of Beginning.
Containing 230 square feet.

LEGAL DESCRIPTION: Site C

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 27°48'50" E., a distance of 2414.77 feet to the Point of Beginning. thence N 83°13'00" E for a distance of 40.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 63°13'00" W for a distance of 40.00 feet; thence N 05°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 400 square feet.

LEGAL DESCRIPTION: Site D

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 27°34'08" E., a distance of 2427.85 feet to the Point of Beginning. thence N 83°13'00" E for a distance of 45.00 feet; thence S 06°47'00" E for a distance of 10.00 feet; thence S 83°13'00" W for a distance of 45.00 feet; thence N 06°47'00" E for a distance of 10.00 feet to the Point of Beginning.
Containing 450 square feet.

LEGAL DESCRIPTION: Site E

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 25°11'59" E., a distance of 2462.12 feet to the Point of Beginning. thence S 23°02'02" E for a distance of 16.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 16.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 160 square feet.

LEGAL DESCRIPTION: Site F

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 20°52'49" E., a distance of 2460.10 feet to the Point of Beginning. thence S 23°02'02" E for a distance of 11.00 feet; thence S 66°57'58" W for a distance of 10.00 feet; thence N 23°02'02" W for a distance of 11.00 feet; thence N 66°57'58" E for a distance of 10.00 feet to the Point of Beginning.
Containing 110 square feet.

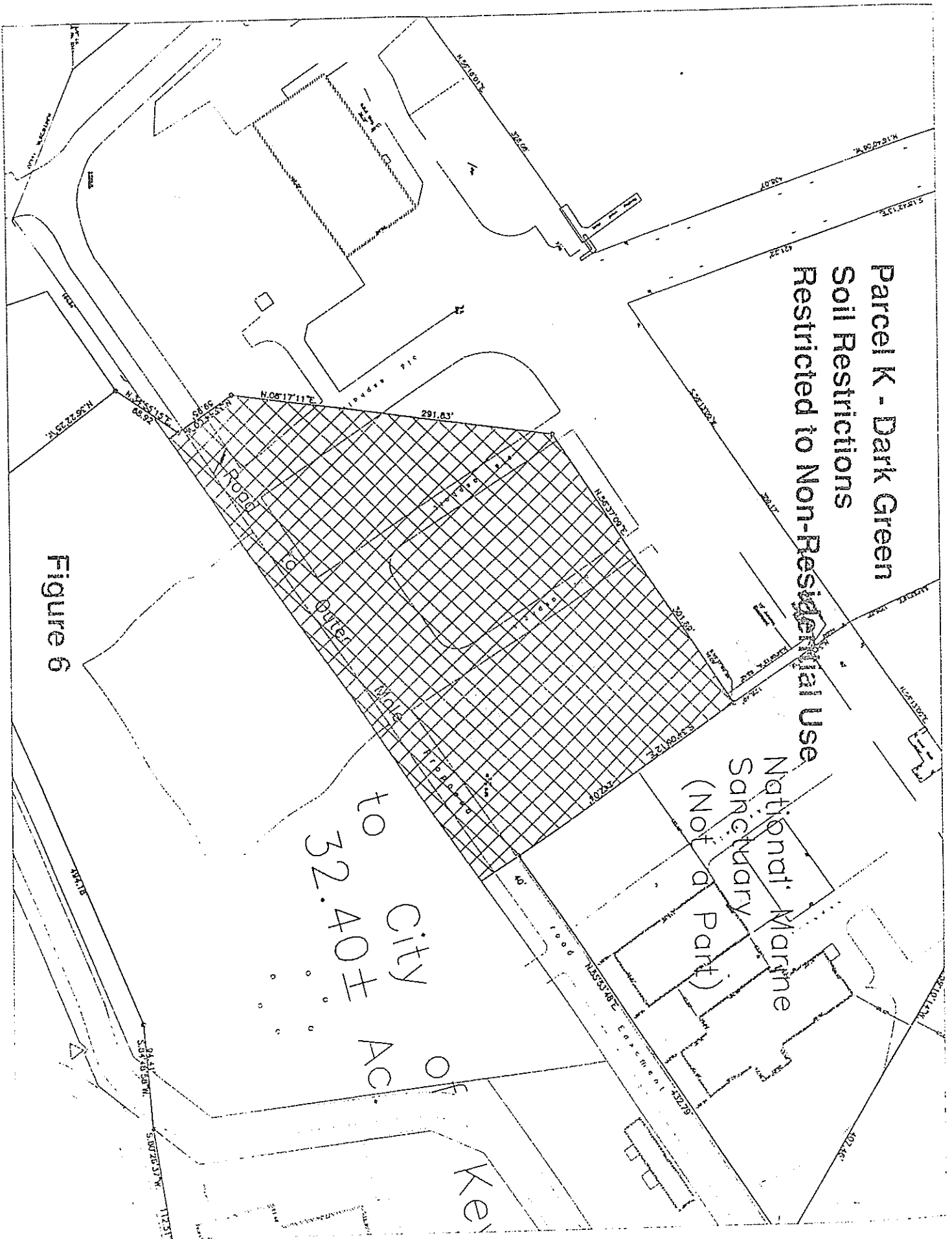


Figure 6

City of
Kenner
to
32.40±

Parcel K - Dark Green
Soil Restrictions
Restricted to Non-Residential Use

National Marine
Sanctuary
(Not a Part)

Exhibit 3

PROPOSED PROJECT PLAN



Proposed site plan for the entire Waterfront Development. The plan highlights the marina and the major support areas, such as:

- The Ellipse Event Grounds
- The Family Waterfront Park
- Harry S. Truman Waterfront Park
- Waterfront Promenade
- Marina Restaurant
- Waterfront Pool and Relaxation Center

Exhibit 4

RESOLUTION NO. 10-265

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) ACCEPTING THE FINDINGS OF THE JOINT WORKSHOP ON 6.6 ACRE AREA TRUMAN WATERFRONT PARCEL AND RECOMMENDED GUIDING PRINCIPLES OF THE TRUMAN WATERFRONT ADVISORY BOARD (TWAB); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 24, 2010, the TWAB hosted a joint workshop together with the Bahama Village Redevelopment Advisory Committee and the City Commission to explore possible uses for a 6.6 acre parcel at the Truman Waterfront; and

WHEREAS, at its regular meeting of June 11, 2010, the TWAB accepted the workshop facilitator's report on the workshop; and

WHEREAS, after considering input received during the joint workshop, and additional public meetings, TWAB developed a series of guiding principles, which it recommends the LRA to adopt;

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the findings of the "Joint Workshop on 6.6 Acre Truman Waterfront Parcel," and the recommended guiding principles of the Truman Waterfront Advisory Board are hereby accepted in concept.

Section 2: That 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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 7th day of September, 2010.

Authenticated by the presiding officer and Clerk of the Authority on September 8, 2010.

Filed with the Clerk September 8, 2010.



CRAIG CATES, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 869-3700

MEMORANDUM

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Doug Bradshaw, Senior Project Manager

DATE: August 10, 2010

SUBJECT: Truman Waterfront Advisory Board (TWAB) Recommendation to the Naval Properties Local Redevelopment Agency (LRA) to Accept the findings of the "Joint Workshop on 6.6-Acre Area Truman Waterfront Parcel" and Recommended Guiding Principles on Development of the 6.6 Acre Parcel.

ACTION STATEMENT:

LRA's acceptance of the TWAB's recommendation to accept the findings of the "Joint Workshop on 6.6-Acre Area Truman Waterfront Parcel" and recommended guiding principles on development of the 6.6 Acre Parcel.

BACKGROUND:

On Saturday April 24, 2010 the TWAB hosted a joint workshop together with the Bahama Village Redevelopment Advisory Committee and the City Commission to explore possible uses for a 6.6 acre parcel at the Truman Waterfront. Over 208 residents of the City of Key West and other interested parties participated, in addition to members of the hosting boards. The overall purpose of the workshop was to provide guidance to the City in its future decision-making regarding the 6.6 acre site.

The workshop was facilitated by the FCRC Consensus Center. The attached report was prepared by the facilitator based on discussion notes taken during the meeting. For each discussion during the workshop, the report outlines the process used, provides a transcript of the notes taken, and summarizes key themes or conclusions where appropriate.

At the regularly scheduled June 11, 2010 TWAB meeting, the Board unanimously approved accepting the findings of the report titled "Joint Workshop on 6.6-Acre Area Truman Waterfront Parcel"

Based on the findings of the report and public input collected during three additional TWAB meetings, the Board developed a set of guiding principles to be used by both the Board and LRA as development progresses on the 6.6 acre parcel and to some extent the rest of the Truman Waterfront property. The guiding principles are attached.

Key to the Caribbean - Average yearly temperature 77° F.

OPTIONS:

1. Approval of the Action Statement in its entirety.
2. Approval of a modified Action Statement as determined by the City Commission
3. Disapprove the Action Statement

PURPOSE & JUSTIFICATION:

As the TWAB and the LRA move forward on development or review proposals for development of the 6.6 acre parcel and the remaining Truman Waterfront parcel, the guiding principles will ensure that the decisions made will reflect input provided by the citizens of Key West at the workshop and public meetings.

FINANCIAL IMPACT:

It does not appear that the guiding principles will cause any additional financial burden to development of the 6.6 acres. There is a small increase in cost for implementing Florida Statue 255.2575(2) which is “green” building standards, but the long term cost savings should be very beneficial.

RECOMMENDATION:

City staff recommends option # 1, City Commission Approval the Action Statement in its entirety.



**Joint Workshop on 6.6-Acre Area Truman
Waterfront Parcel**

Douglas Gym

Key West, Florida

April 24, 2010

Facilitator's Summary Report

Workshop facilitated and report prepared by
The FCRC Consensus Center
www.consensus.fsu.edu

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PRIORITIZATION OF USES	9
<i>DISCUSSION</i>	10
<i>PRIORITIES</i>	10
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INTRODUCTION

On Saturday April 24, 2010 the Truman Waterfront Advisory Board of the City of Key West hosted a joint workshop together with the Bahama Village Redevelopment Advisory Committee and the City Commission to explore possible uses for a 6.6 acre parcel of the Truman Waterfront. Over 208 residents of the City of Key West and other interested parties participated, in addition to members of the hosting boards.

The overall purpose of the workshop was to provide guidance to the City in its future decision-making regarding the 6.6 acre site. The specific objectives of the workshop were to:

- identify considerations that should be taken into account when making decisions about the site;
- identify and discuss possible uses for the site;
- prioritize possible uses;
- understand next steps in making decisions for the site.

The workshop was facilitated by the FCRC Consensus Center. This report was prepared by the facilitator based on discussion notes taken during the meeting. For each discussion during the workshop, the report outlines the process used, provides a transcript of the notes taken, minimally edited for grammar and completeness, and summarizes key themes or conclusions where appropriate.

WELCOME, AGENDA REVIEW AND BACKGROUND PRESENTATION

Jim Gilleran, Chairman of the Truman Waterfront Advisory Board, welcomed participants and introduced members of the City Commission, Truman Waterfront Advisory Board, and Bahama Village Redevelopment Advisory Committee. He then introduced Rafael Montalvo, facilitator for the meeting, to review the agenda and guidelines for discussion.

Rafael Montalvo reviewed the overall purpose and specific objectives for the meeting. He noted that the meeting would have four parts – a presentation of background information to set the context, a discussion of the considerations (criteria) participants would like the City to weigh in making decisions about the 6.6 acres, a discussion of the uses participants would like to see on the parcel, and a prioritization of those uses. He then reviewed guidelines for the discussion, and introduced Doug Bradshaw, Executive Director of the Port Authority of Key West to provide background information.

Doug Bradshaw first described the location of the site, surrounding uses and leases, and access. He reviewed comprehensive plan objectives and principles for the Truman Waterfront, as well as zoning for the 6.6 acre property and summarized the results of previous planning efforts for parcel. He concluded the presentation with a

description of financial and other considerations relevant to any decision made about uses on the 6.6 acres.

The agenda, discussion guidelines and presentation materials are included in the Appendix of this report.

After the presentation, participants asked questions for clarification of the information presented. The questions asked and responses offered are presented below. Staff responses are presented in *italics*.

- Have plans for the marina and assisted living facility gone so far that they cannot be undone?
- *The long term leases are set, but the designs still need to be approved by the City Commission.*

- How long is long term?
- *99 years.*

- Can you characterize the length of the other leases?
- *There are no other leases at this time.*

- Where is the Tax Increment Financing (TIF) property?
- *City of Key West staff described the location of the TIF district.*

- Were the comprehensive plan objectives for the Truman Waterfront property prioritized?
- *No.*

- Can you provide more information about what ingress and egress there will be from the site?
- *The only agreement is for Southard Street. We are also looking at Truman, Petronia, and Angela Streets. They will be considered in the plan for the 6.6 acres.*

- It is an odd shaped parcel. Is the long area part of Bahama Village? Is there a way to make the footprint more usable?
- *Originally the Battery was included and the parcel was a little more regular in shape. There is probably a bit of wiggle room in the fact that designs for the surrounding properties have not been finalized.*

- What is a TIF district?
- *TIF stands for Tax Increment Financing. It applies to a designated Community Redevelopment Area sub-area. Any increases in tax revenues resulting from an increase in property values or additional development in the*

district after it is established must be used to further benefit the designated area. Part of the TIF area overlaps the 6.6 acres.

CRITERIA DISCUSSION

Participants were next asked to think about the following question.

What should be taken into account when making decisions about the site?

The facilitator pointed out that participants were not being asked to agree on the answer. Rather, this was an opportunity to share with others in the room those considerations or criteria that individual participants thought important. He further noted that the intention of this discussion was two-fold: 1) to help set the stage for a discussion of desired uses, and; 2) to provide additional guidance to City decision-making.

The considerations and criteria suggested by participants are listed below.

- The land was originally taken by the Navy from Bahama Village. The original intent of the Base Reuse Plan was to benefit Bahama Village. Over time we have diverged from that intention. Those plans should be brought back, including the economic development emphasis, the youth facility, open space and the fishing area.
- The plan should be financially self-sustaining, For that to happen, it needs to be multi-use so it can change as the economy changes.
- Limit parking, promote biking, walking and green spaces, and green building.
- Noise considerations and impacts on neighboring communities should be considered. How will you address the noise when the bars get out in the middle of the night?
- How long it will take to realize the proposal should be considered. How long is it going to take to create a new plan and then act? It has already taken a long time – don't create a new plan.
- Is the Bahama Conch Community Land Trust (BCCLT) plan still under consideration? Didn't the City approve it?
- No lease was finalized, but the BCCLT plan can still be considered.
- Job creation for Bahama Village residents.
- Instead of creating new buildings, focus on renovating existing structures. Use green building and renovation techniques.
- The BCCLT plan for this area should weigh heavily. Why are we recreating the wheel?
- The ingress and egress pattern of the final plan should have a positive impact on Bahama Village.
- Open space, green, trees.
- The affordability of housing.

- Consistency with the BCCLT plan – that plan was what the community wanted.
- No commercial development (except for commercial in Bahama Village) and open space preservation should be the priorities.
- Will the neighbors (District 6) have a strong say?
- Concern regarding amphitheatre's impacts on neighborhood. Remember what it was like at Woodstock. We don't want that here.
- A culinary school, as incorporated in BCCLT plan. Help put the people of Bahama Village back to work.
- Safety of residents and guests.
- Youth of community.
- Training youth for future employment.

POSSIBLE USES

During this discussion, participants next identified possible uses they wanted to see in the plan for the 6.6 acre parcel. The first list below is of the comments offered. The second list is of the uses suggested by the comments, as recorded on a screen at the front of the room during the discussion. The second list was simplified through combination and grouping of items in the subsequent discussion, but is presented here in its entirety.

A number of the issues raised during this and subsequent discussions in the workshop applied to Truman Waterfront properties surrounding the 6.6 acres. While the focus of the workshop was on the 6.6 acres, comments on the surrounding properties were also accepted. A number of participants expressed the opinion that to effectively plan for the 6.6 acres would require addressing all of the Truman Waterfront properties simultaneously.

Comments

- Soccer. We have 550 boys playing soccer, and we don't have our own field. We want shared fields and an agreement with the marina that they will maintain the green space.
- There should be a benefit to the entire community. Don't like that the Navy defined the uses in the land conveyance. The assisted living facility won't be used by the locals. For the 6.6 acres – a culinary school, restaurant, sustainable uses. Extend the streets and mix uses to reflect what was there before the Navy took over.
- The BCCLT had a good plan that should be considered. It shouldn't go away. The PAL gym should be maintained as a multi-use facility.
- Make an annex of Florida Keys Community College (FKCC) so it will be well managed.

- Capitalize on the viability of the waterfront as a tourist destination. Establish a fish market like they have in Panama City. Employ locals, bring fish boats in. Include an art market.
- Establish an open marketplace, with mixed uses.
- There is no cohesion here or in the mix of uses being discussed. It's a shame about the odd shape of the parcels. Why can't the soccer field be on the Spotswood property? A balance of scale doesn't exist.
- A museum with the verbal and written history of the Africans who came here. We want to be part of the description of the history. Tell the story of daily life, photos, etc.
- Keep the PAL gym as a multi-use facility. Expand the horse stables and the equestrian patrol of the park. No housing project, but do include affordable housing. The clean-up of the neighborhood has been successful – keep it up. Commercial uses.
- An emergency hospital to go with the assisted living facility. Keep the soccer field, and add an ADA dog park.
- Open fields – soccer fields. Expand the PAL gym, and focus on the history of Bahama Village.
- A tool library for kids to teach them to use tools (technical training and education). Keep Petronia pedestrian with a pretty entrance.
- PAL gym – include a community theatre and pool.
- Parking on the narrow Fort Street parcel.
- Ingress and egress from Petronia. More soccer fields.
- Would there be room on the other side of the mess hall for soccer fields if Petronia were extended into where the field is now?
- A youth equestrian program.
- A community park on Fort Street.
- Fishing on the bight, available to the community.
- Establish a community garden and solar panels.
- There is no breeze on this island anymore. Consider how it used to be on the island – bring that back. Don't allow buildings along the waterfront that would block the breeze.
- Look at the entire 33 acres -- you have to look at the entire area holistically. Also, could City-generated dollars (from ships docking at the outer mole) be used for a park?
- Include a sustainable energy program. Include a solar heated swimming pool.
- We have been promised a soccer field for years, but have always been asked to move (for example at Poinciana). We need a lease on the soccer field or we will be asked to move again.
- Make sure the kids have permanent soccer fields. They have traveling competitive leagues.
- Keep Bahama Village in the forefront – we are losing Bahama Village. We need development with emphasis on the roots of Bahama Village. Who really

build the area? Bahamians. Continue with the plan for the culinary school, establish a history museum, and make space available for sculptures.

- A black history museum.
- Can the lease for the assisted living facility be cancelled?
- The assisted living community is alive and well. Priority will be given to residents of Key West. The project is definitely moving forward.
- Can revenue from ships be used to contribute to the area?
- Don't allow any buildings over one-storey. Construct what buildings you do build sustainably, for example with grass on the roofs.
- What about the traffic impact on Bahama Village? Where are people going to park?
- We need a guarantee that the soccer fields will stay.
- Small shops, apprenticeships, small fix-it shops – zero waste. Keep the Bahamian character in the buildings.
- The history of this area has been lost. The land was supposed to be given back to the black people in the community. A plan was presented by BCCLT and accepted. Why aren't we talking about that? The citizens of Bahama Village should be working together. Give the land back to the black people of the community. There is more discrimination now than there was in the 60s.
- Set up a community garden with an emphasis on native plants, maybe offering classes and sales.
- A day care facility at PAL to serve Bahama Village children.

Initial List of Uses

- Culinary school
- Economic development for Bahama Village
- Soccer field (shared multipurpose green space) -- sustained irrigation, grass, lighting
- Uses prioritized with original conveyance of property
- Culinary school
- Youth training programs, restaurant
- Mixed-use commercial (ground-floor commercial, residential above)
- PAL gym -- maintain, but convert into a multi-use building
- Uses prioritized with original BCCLT Plan
- Extension of FKCC in the area
- Capitalize on proximity to waterfront
- Consider dependence on hospitality industry
- Fish market -- support for fishing industry
- Produce, flea, artisan markets
- Farmer's market
- Balanced (shared) uses on the site
- Verbal and written history of Bahama Village (documentation)

- Equestrian stable expansion
- Police station on Emma Street
- Eliminate homeless problem
- Affordable housing (with intent for sale)
- Arts facilities
- Emergency hospital/facilities
- Soccer field
- Small enclosed dog park
- Vocational training facility/shared museum documenting history of Bahama Village
- Tool library
- Woodshop (similar to 4H program)
- Walking pedestrian mall towards park (along Petronia)
- Full-service community center (PAL building)
- Parking along Fort Street
- Youth equestrian program
- Community park/garden
- Preserve area for fishing
- Parking/solar panels
- Sustainable building practices be implemented for uses
- Will a soccer field be maintained on the site (permanently)?
- Development emphasis on Bahamian culture (incorporate into uses, such as culinary school)
- Black history museum
- Height restrictions (single-story)
- Green roofs (not paint but plants)
- Impacts on traffic/parking
- Soccer fields, reinforcement of tree planting
- Smaller commercial shops, reinforcement of trade learning (emphasis on repairing and reusing items)
- Uses should ease back into the community

PRIORITIZATION OF USES

During the break after the initial listing of possible uses the facilitator tentatively grouped similar items and combined identical ones, as well as to identifying comments on the initial list that might be more appropriate as implementation guidance than as uses. Upon return from the break, participants reviewed and corrected the revised lists and suggestions, adding items that had been overlooked by the facilitator or offering more appropriate wording. The corrected lists were then transferred to easel-pad sheets.

Participants next indicated which uses they thought should be priorities by placing a dot next to each of their highest priorities. Each participant was given five dots, and asked to place no more than one dot next to any particular item.

The facilitator pointed out that virtually all of the items on the list were priorities in some sense. The prioritization exercise would help the city understand which of the possible uses participants believed most important for this site.

Before placing dots, participants were invited to comment on what they thought the priorities should be.

Discussion

- Housing and the multi-use community center.
- The PAL gym/multi-use community center concept would include a lot of the other uses that have been suggested.
- The hospital should not be a priority for this site. Not sure it was actually suggested. The comment may have been a suggestion that the assisted living facility should be nearer a hospital.
- Parks and Recreation might not be the best use. Other portions of the site (other than the 6.6 acres) may be better for soccer fields.
- Open area and green space.
- The mixed-use/multi-use facility. The amphitheatre with the soccer fields, boxing rings, etc. Green space.
- We do not want parking lots. Provide for walking and biking.
- We don't want to lose the art form of the skilled fisherman and craftsman.
- Potential of moving the soccer field to leave the 6.6 acres for residents of Bahama Village.
- Keep BCCLT plan in consideration for Bahama Village, with more soccer fields.
- Open space -- green open space -- should be the priority. There are other places in the city for housing.
- A day care center would provide jobs and generate income.
- Long-term goal should be to generate activity and be self-sustaining. A combined child care/elder care facility would be a good idea.

Priorities

The items below are possible uses identified in the earlier discussion, as combined or grouped by the facilitator and corrected by participants, in the priority order resulting from the dot exercise. Numbers to the right of each item indicate the number of dots received by that item.

The facilitator noted that the results of the prioritization exercise suggest three tiers of priority. He also reminded participants that, as they had noted earlier, that the PAL Gym/Community Center concept (Item 2 below) might include some of the items in the second and third tiers.

Tier One

1. Passive recreational areas/green space: 46
2. Maintain PAL gym/community center with child and adult daycare: 37

Tier Two

3. Market – fish, arts, produce, fleas: 28
4. Community park and garden: 27
5. Mixed-use commercial on ground floor/residential above: 26
6. Recreational – multi-use, green field (soccer and other sports): 26
7. Bahama Village/Black History Museum: 24
8. Affordable Housing: 23
9. Other vocational and training programs -- job training, youth training, woodshop, library of wood shop tools: 20

Tier Three

10. Culinary school: 11
11. Arts and music facility: 10
12. Equestrian program: 8
13. Public arts space; 5
14. Dog park: 4
15. Hospital: 0

Implementation Guidance

The following are some of the suggestions made during the identification of possible uses that provide guidance for the implementation of any uses on the 6.6 acre parcel.

- Benefit and connection to Bahama Village
- Economic development – economically self-sustaining
- Height restrictions
- Green building/carbon neutral development
- Solar/self-sufficient power source
- Pedestrian/bicycle friendly
- Shade
- Parking
- Minimize impact to the neighborhood
- Ensure access to waterfront

- Breeze
- Lighting/safety
- Ingress and egress
- Native plants/native plant nursery
- Passive recreation/green space
- Mess hall building as revenue generator for Bahama Village

NEXT STEPS

At the conclusion of the meeting the City Manager, Jim Scholl outlined the expected next steps in the City's decision-making regarding the 6.6 acre parcel. He stated that the results of the workshop would be presented to both the Truman Waterfront Advisory Board and Bahama Village Redevelopment Advisory Committee. The Boards will review and accept the findings of the workshop and forward their recommendations for development of the 6.6 acres to the Naval Properties Local Redevelopment Authority (LRA), whose acting members are the City Commissioners. The LRA, based on this input, will develop a resolution that provides staff direction on how to proceed with development of the property.

During the closing comments, participants expressed a desire for follow-up meetings, and for an opportunity to address issues in a comprehensive or holistic way on all of the Truman Waterfront properties, not just the 6.6 acres. Mr. Scholl indicated that there would be additional public meetings during the review by the boards and City Commission.

Mayor Craig Cates thanked participants for their time and input, and expressed his hope that they would remain involved in the process. He then adjourned the meeting.

APPENDIX

AGENDA, DISCUSSION GUIDELINES AND PRESENTATION

BOARD PARTICIPATION

CITY COMMISSION
 Mayor Craig Cates
 Barry Gibson Teri Johnston Clayton Lopez
 Mark Rossel Billy Wardlow Jimmy Weekley

TRUMAN WATERFRONT ADVISORY BOARD
 Chairman Jim Gilleran
 Owen Trepanier Margaret Domanski Ashish Sonti
 Kurt Lewin Albert Sullivan Jerry Curtis

BAHAMA VILLAGE REDEVELOPMENT ADVISORY COMMITTEE
 Madam Chair Carmen Turner
 Randy Becker Aaron Castillo Jerry Curtis
 Peggy Ward Grant Warren Learnard Annette Mobley

AGENDA

8:00	Welcome and introductions Purpose of meeting Agenda, guidelines, and hand-out review
8:15	Background information – presentation and discussion Location of Truman Waterfront Parcel and 6.6 Acre Area Receipt of Public Planning Process To-Date The Drafting Limitations Financial Considerations Current uses and approvals Discussion – What should be taken into account when making decisions about the site?
10:15	Break
10:30	Identification and evaluation of possible uses Identification and listing – What uses should be considered for the site? Discussion – Which uses should be the priorities for the site and why?
11:45	Next steps
12:00	Adjourn

**Joint Workshop on 6.6-Acre Area
Truman Waterfront Parcel**

**Saturday, April 24, 2010
9:00AM- 12:00PM**

**City Commission/Truman Waterfront
Advisory Board/ Bahama Village
Redevelopment Advisory Committee**

MEETING OBJECTIVES

- Identify considerations that should be taken into account when making decisions about the 6.6 acre site
- Identify and discuss possible uses for the 6.6 acre site
- Prioritize possible uses
- Understand next steps in making decisions for the 6.6 acre site

BACKGROUND INFORMATION

- Location of Truman Waterfront Parcel and 6.6 Acre Area
- Recap of Public Planning Process To-Date
- The Defining Limitations
- Financial Considerations
- Current Uses and Approvals



CONSTRUCTION INSTRUCTIONS

- Do not cut or remove any trees
- Leave in place any existing structures
- Do not remove any existing structures
- Do not remove any existing structures
- Do not remove any existing structures
- Do not remove any existing structures
- Do not remove any existing structures

CONSTRUCTION INSTRUCTIONS

- All trees to be removed must be removed by the contractor
- Use only the number of trees indicated by the contractor
- Use only one set of plans
- Write the number of trees to be removed on the plan
- Place the cut trees to be used on the same job.

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- Use only one set of plans
- Write the number of trees to be removed on the plan
- Place the cut trees to be used on the same job.





PUBLIC PLANNING PROCESS TO DATE

- 1997 - Federal Base Reuse Plan
- 1999 - Chapter 288 Base Reuse Plan/Conceptual Plan
- 2002 - Economic Development Plan (EDC)
- 2005 - New Concept Plan based on reduced footprint

OBJECTIVE: Ensure that the integration of former military land provides for long-term, sustained, economic growth consistent with the community's vision for the City of Key West, as follows:

1. Provide meaningful integration of the sites into the community fabric;
2. Help diversify the economy;
3. Encourage balanced growth in the area's economy, including commercial and service sector job growth;
4. Provide employment opportunities for the region's unemployed and underemployed people;
5. Strengthen the local tax base;
6. Help existing businesses and industries expand;
7. Help small businesses develop;
8. Provide affordable housing for Key West residents;
9. Provide public recreation and access opportunities, especially on the waterfront;
10. Provide opportunities for port, harbor and marina improvements;
11. Facilitate improvements and provide physical and economic links to Balhama Village;
12. Ensure environmental sensitivity;
13. Provide opportunities for social services and special needs facilities.

Truman Waterfront Organizing Elements. All new development and redevelopment within the Truman Waterfront Parcel shall be consistent with the following key organizing elements:

1. Recreation and open space linked through landscaped multimodal green ways and view corridors with multiple access points connecting the large park and recreational area on the northwestern portion of the site
2. Uninterrupted public access to the waterfront through a wide promenade along the full length of the harbor.
3. Landscaped and landscaped areas which are well-lit and designed to provide a safe area for use by a diverse mix of recreational users including pedestrians, bicyclists and in-line skaters.
4. Affordable housing, neighborhood retail and social service uses which function as an extension of the neighborhood fabric of Balhama Village.
5. Educational and historical activity nodes.
6. Expanded use of the porches of the Truman Waterfront property for port activities.
7. Multiple ingress/egress points into the Truman Waterfront property.



ZONING DEFINITIONS

HISTORIC HISTORIC WOODS COMMERCIAL DISTRICT (HPC-2)
 The HPC-2 district is restricted to small offices, neighborhood shops, recreation with very limited retail, or other commercial uses similar in character to traditional neighborhood commercial services which have very limited square footage and generate low volumes of traffic. In the future (30 years or more), the HPC-2 district shall be strictly governed by performance criteria which require: (1) the site be used for compatible and stable uses and (2) any adjacent residential uses. The HPC-2 district shall be subject to the same performance criteria as the HPC-1 district. The HPC-2 district shall be subject to the same performance criteria as the HPC-1 district. The HPC-2 district shall be subject to the same performance criteria as the HPC-1 district.

USES PERMITTED

- Single Two Family Residential Dwellings
- Multiple Family Residential Dwellings
- Group Homes with < 8 Residents (refer to §27-10)
- Places of Worship
- Business and Professional Offices
- Commercial Retail (refer to §27-10)
- Medical Services
- Parking Lots and Facilities
- Veterinary Medical Services, With or Without Kennel
- Parks and Recreation, Active and Passive (The Truman Waterfront Project, only)

CONDITIONAL USES

- Group Homes with 7 to 14 Residents (refer to §27-10)
- Cultural and Civic Activities
- Specialty Retail (refer to §27-10) and Day Care Homes
- Hotels, Inns, Rest & Conventions
- Places of Recreation, Active and Passive
- Professional Services
- Public and Private Utilities
- Commercial Retail (refer to §27-10) sq. ft. < 5,000 sq. ft.
- Restaurants, including Drive-through (1)

ZONING DEFINITIONS

HISTORIC PUBLIC AND SEMI-PUBLIC SERVICES DISTRICT (HPC-1)
 The HPC-1 district is restricted to replacement of existing public and semi-public services, or other uses similar in character to existing public and semi-public services. The HPC-1 district shall be subject to the same performance criteria as the HPC-2 district. The HPC-1 district shall be subject to the same performance criteria as the HPC-2 district. The HPC-1 district shall be subject to the same performance criteria as the HPC-2 district.

USES PERMITTED

- Historic Public and Semi-Public Services
- Parks and Recreation, Active and Passive
- Community Centers
- Parking Lots

CONDITIONAL USES

- Cultural and Civic Activities
- Public and Private Utilities
- Professional Services
- Business and Professional Offices
- Restaurants, including Drive-through (1)
- Restaurants, including Drive-through (1)
- Restaurants, including Drive-through (1)



ZONING DEFINITIONS

HISTORIC LIMITED COMMERCIAL DISTRICT (HCL)

The purpose of the HCL district is to provide a management framework for the "market place" adjacent to Bahama Village, south of the extension of Petrows Street. The HCL district shall accommodate limited commercial land uses including shops contributing primarily to the following statistics:

- Highly visible and retail establishments within the immediate vicinity as opposed to drive-side or off-local markets;
- Specialized markets with customized market demands; or
- Tourist-oriented markets in the immediate vicinity.

USES PERMITTED

- Business and Professional Offices
- Commercial Retail Use & Retail Uses
 - Intensity and generates <100 per peak hour vehicle trips per 1,000 sf of gross leasable floor area
- Restaurants, including drive-through, that generate less than 100 per peak hour vehicle trips per 1,000 sf of gross leasable floor area
- Open-air vending and mobile vending in relation with other regulations

CONDITIONAL USES

- Single-Family Residential Dwellings located over commercial
- Public and Private Utilities
- Restaurants, including drive-through, that generate more than 100 per peak hour vehicle trips per 1,000 sf

FINANCIAL CONSIDERATIONS

Decisions for use of the property need to include financial considerations:

- How do we finance any development
- How do we maintain that development once built
- Does the development strengthen the local tax base

Navy Constraints on the Site

- Navy retained easements including road and utility
- Navy security standoffs from property lines
- Height restrictions (35 feet)
- Plans must be reviewed and approved by Navy



The Truman Waterfront Advisory Board (TWAB) makes the following recommendations to the LRA (City Commission) in development of the “6.6 acre parcel” at the Truman Waterfront:

- The 6.6 acres shall be reintegrated with, and considered part of the overall Truman Waterfront,
- Development of the “6.6-acre parcel” is completed to maximize its integration into and for the economic benefit of the adjacent Bahama Village neighborhood,
- The former Navy galley building shall be repaired (Bldg 1287, 17,500 sq ft) or a new one be constructed to house a multi-use community center with possible future expansion capacity,
- Outdoor multiple use recreation complexes shall be created on the Truman Waterfront and shall remain in City ownership and not subject to long term leases. The complexes shall include but not be limited to a multiple purpose recreational field with minimal dimensions of 110 yards by 70 yards but not less than 1.6 acres in size and recreation basketball courts,
- The Truman Waterfront Advisory Board expresses its support for Resolution 09-057.
- Limited commercial areas shall be developed in conjunction with a workforce housing component. The commercial space may be utilized by neighborhood orientated type businesses including but not limited to local artists, fishermen, and entrepreneurs or as an open market space,
- A community park and community garden component shall be created that showcases Key West history and the Key West African American heritage,
- All development shall be constructed in accordance with Florida Statute 255.2575(2),
- Any and all development shall be economically viable and enhance the existing Tax Increment Funding District (TIF), and provide economic opportunities to all the citizens of Key West,
- Development shall encourage access to and use of the property by biking or walking,
- The TWAB recommends that development of this project be a joint effort between both the City and private entities.

Exhibit 5

RESOLUTION NO. 12-129

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) ACCEPTING THE RECOMMENDATIONS OF THE TRUMAN WATERFRONT ADVISORY BOARD'S (TWAB) AND THE BAHAMA VILLAGE REDEVELOPMENT ADVISORY COMMITTEE (BVRAC) AS DESCRIBED IN THE ATTACHED UNDATED MEMORANDUM FROM CITY ENGINEERING AND PLANNING STAFF RE DESIGN PROGRAM DIRECTION FOR THE TRUMAN WATERFRONT PARK; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, TWAB and BVRAC held a joint public meeting on March 19, 2012 to discuss design of the Truman Waterfront Property; and

WHEREAS, City staff has prepared the attached memorandum and report on the results of the March 19 meeting, to provide guidance to the LRA as the design process moves forward;

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the recommendations described within the attached memo from City Engineering and Planning Staff re "Design Program Direction for the Truman Waterfront Park" are hereby accepted.

Section 2: That 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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 16 day of April, 2012.

Authenticated by the presiding officer and Clerk of the Authority on April 17, 2012.

Filed with the Clerk April 17, 2012.

ATTEST:



CHERYL SMITH, CITY CLERK



CRAIG CATES, CHAIRMAN



EXECUTIVE SUMMARY

To: Naval Properties Local Redevelopment Authority
From: City Engineering and Planning Staff
Meeting Date: April 3, 2012
Subject: Design Program Direction for the Truman Waterfront Park

Action Statement:

This action item request is to obtain direction from the Naval Properties Local Redevelopment Authority (LRA) in order to clarify five (5) program design concerns with unclear standards or that are in conflict with project goals identified by city staff and the design consultant for the Truman Waterfront Park Master Plan.

Background:

On March 1, 2012 a kick-off meeting was held with the Truman Waterfront Park design team of Bermello Ajamil and Partners, Inc. and city staff to discuss the next steps for the design and development plan process. At the meeting five (5) program concerns were identified that affect the design of the park and require resolution before the plan can be further developed as follows:

1. Size and location of multi-use recreational field.
2. Should the USCG Ingham remain within the marina at the Truman Waterfront?
3. Maintain existing former Navy galley, Building 1287, currently utilized by the Police Athletic League (PAL) or construct new purpose built community recreation facility?
4. Should the park be designed to accommodate the World Championship Power Boat Races (+/- 70 boats)?
5. Size of fixed seating for the amphitheater and intended use of the lawn.

In order to provide the LRA with a final detailed recommendation for the five program design concerns, staff gathered information provided by numerous interested parties regarding these issues and held a joint meeting on March 19, 2012 between the Truman Waterfront Advisory Board (TWAB) and the Bahama Village Redevelopment Advisory Committee (BVRAC). In this report please find the recommendations of the TWAB and BVRAC and attachments that include additional information regarding the programming design concerns and a summary of the information provided by interested parties.

The TWAB and BVRAC recommendations are as follows:

1. Build a multi-use purposes field capable of supporting an adult size regulation soccer field (110 yard x 65 yards) in the location determined to be the most adequate for the use, adjacent to the Navy Property where the Building 1287 is currently located. BVRAC recommended

that the field be located outside of the CRA boundaries.

2. Move the USCG Ingham for the best and most efficient design of the future marina (perpendicular to seawall). Additionally the TWAB recommends that a business plan be required from the Miami Dade Historical Maritime Museum for the future financial viability of the Ingham.
3. Demolish Building 1287 in order to more cost effectively build a new community recreation center in a more appropriate location on the site that serves the needs of the community, including but not limited to the Police Athletic League and horse stables needs. Additionally TWAB and BVRAC recommend that demolition not occur until plans are in place for the new community center.
4. Accommodate future power boat and sail boat races and other events utilizing trailers, vendor displays, storage and boat displays on hard surface areas only including streets, parking lots, the East Quay and the proposed event lawn adjacent to Building 103. Request the use of the adjacent west Navy Mole Pier property as an auxiliary area for the event.
5. Design the amphitheater to provide approximately 250 fixed seats with informal lawn seating that can also be used as recreation area. The BVRAC recommends that no more than 250 seats be allowed.

Advantages/Disadvantages and Financial Impact

Without the benefit of financial impact assessments staff is not fully aware of the financial impacts of the five issues; however based on available information and information provided by the parties of interest related to the five concerns discussed herein staff has provided a brief summary within the attached Background Information.

Recommendation:

Based on the conclusions of the joint meeting, city staff recommends to the LRA that the Truman Waterfront Park Master Plan be designed with the following fixed elements as follows:

1. Build a minimum 110 yard x 65 yard multi-use field adjacent to the Navy Property where Building 1287 is currently located.
2. Require the Miami Dade Historical Maritime Museum to relocate the USCG Ingham perpendicular to and at the south end of the East Quay seawall.
3. Demolish Building 1287 and design, fund, and construct a needs based community recreation center in a more appropriate location on the site that serves the needs of the community.
4. Accommodate future power boat races and sail boat races and other events utilizing trailers, vendor displays, storage and boat displays on hard surface areas only including streets, parking lots, the East Quay and the proposed event lawn adjacent to Building 103. Request the use of the adjacent west Navy Mole Pier property as an auxiliary area for the event.
5. Design the amphitheater to provide approximately 250 fixed seats with informal lawn seating that can also be used as a multi-use recreation area.

MEMORANDUM

DATE: January 31, 2013

RE: Truman Waterfront Park-DRC Meeting Notes and Comments

FROM: Karen DeMaria, Urban Forestry Manager, City of Key West

On behalf of the Tree Commission, I reviewed the preliminary plans for the Truman Waterfront Park and made the following comments during the DRC meeting on January 31, 2013.

*I object to the planting of Redbay and Eucalyptus trees as canopy trees. These trees do not naturally occur anywhere in the Florida Keys and therefore, should not be considered for planting. It is preferred that the consultant use trees native to the Florida Keys or trees found to naturally occur in the Key West area (such as those listed in Sec 110-253 of the City of Key West Tree Protection code).

*The project needs to be reviewed twice by the Tree Commission. The first time for preliminary review and the second time for plan approval just prior to getting final authorization from the City Commission. Permits will be required for the actual removal, relocation work and will be considered at a separate time.

*A short term and long term maintenance plan is needed to ensure the survivability and long term health of all the plants proposed to be placed in the park (trees, shrubs, flowers, grasses). At the present time, the City of Key West does not have the staff nor the equipment to properly take care of any planting planned for the project.

Exhibit 6



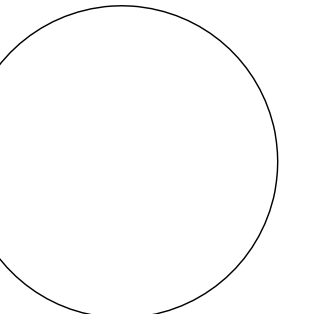
PROJECT NAME:

TRUMAN WATERFRONT PARK

PROJECT LOCATION/ADDRESS:
TRUMAN WATERFRONT PARK
WEST OF FORT STREET AND THE
TRUMAN ANNEX DEVELOPMENT,
NORTH OF KEY WEST NAVAL BASE

SUB-CONSULTANT INFORMATION:

PROFESSIONAL SEAL:



KIRK J. OLNEY
FLORIDA REGISTERED LANDSCAPE
LA0001705

SUBMITTAL DESCRIPTION / MILESTONE:

DEVELOPMENT APPLICATION
January 14, 2013

REVISIONS:

DRAWING SHEET INFORMATION

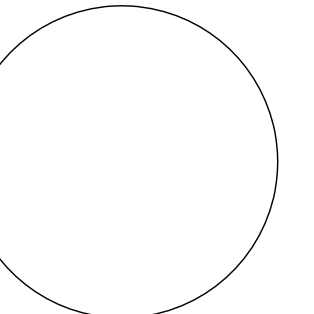
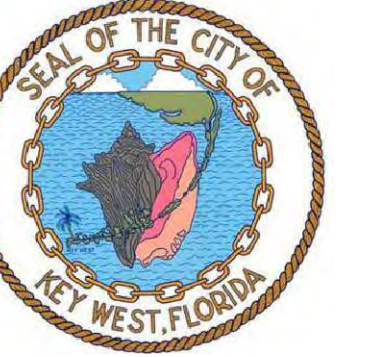
BA PROJECT NO.: 12010
SCALE: AS NOTED
DATE: January 14, 2013
DRAWN BY: KJO
CHECKED BY: RPH
CADD FILE: X:\Truman Waterfront Base.dwg

DRAWING TITLE:

ILLUSTRATIVE PLAN

SHEET NO.





BA PROJECT NO.: 12010
SCALE: AS NOTED
DATE: January 14, 2013
DRAWN BY: KJO
CHECKED BY: RPH
CADD FILE: X:\Truman Waterfront Base.dwg



- 20' Bridge and Water Easement
- Asphalt Vehicular Circulation - Turn Around
- Street Lighting
- Horse Stables - 2,525 SF
- Public Parking - 71 Spaces With Asphalt Drive Aisles And Paver Parking Stalls
- Parking Lot Lighting
- 8' Wide Paver Bike Path
- Paver Transit Stop
- Ft Zachary Taylor Rd Easement
- Community Center - 24,304 SF
- Community Playgrounds
- 40' Pavement Width
- Multi-Use Recreation Field
- 50' Naval Base Setback
- Existing Concrete Boat Ramp
- TACTS Tower
- 20' TACTS Tower Setback
- 35' Access Easement

LEGEND

- Navy Property
- Development Site
- State Property
- NOAA Site
- TRACTS Site

0' 30' 60' 120' 180'

Exhibit 7

Community Foundation of the Keys

Key West Community Center Needs Analysis

May 3, 2012 Meetings

Group	Contact	Number	Need	Meeting Day	Time
Boys and Girls Club	Dan Dombroski	(305) 296-2258	<p>After School - 65-75 kids, 1-6:00, summer 120 kids, Summer 7:45-6:00, Computers tutoring, life skills, Arts/Crafts, USAD Approved kitchen, need for dry food and refrigeration, Age 5 and above, play ground, need of pool, movies 10-12</p> <p>Meeting space, max 50, fitness area, adult league basketball space, computers, music + art space, pool</p>	<p>need facilities Gym facilities computers 05/03/12</p>	1:00 PM
City of Key West	Greg Veliz	(305) 747-3659	<p>open fields, restrooms, class rooms, -60 separate kids, location to attractions, storage for gear (small), boxing ring, wrestling mats, wt room, locker-changing rooms</p>	05/03/12	3:00 PM
Police Athletic League	Kathleen Ream	(305) 619-0286	<p>500 sq ft kitchen, restaurant, 30-40 seats, better location than FKRC</p>	05/03/12	8:30 AM
Business/Restaurant Community	Jim Gilleran/Amy Culiver	(305) 304-2400	<p>4-stalls - similar space to existing round pen 45' Diameter, orientation of stalls, tack room (needs to be A/E - 10 x 20), Feed Room (A/C), parking for trailer (45') - composite, dumpster access from Top (14 x 14)</p>	05/03/12	2:00 PM
KWPD Mounted Police	Officer Alberto DeValasco	(305) 809-1111	<p>Meeting Room (50-75) concession stand restrooms, 8 x 24 portable goals, heat with field turf, 110 x 65 playing surface, North/South</p>	05/03/12	9:00 AM
AYSO	Tom Coward	(305) 849-1180		05/03/12	11:00 AM

Nicole Malo

Subject: FW: Truman Waterfront and PAL needs

From: Deglys Chavarria [mailto:dchavarr@keywestcity.com]
Sent: Wednesday, March 14, 2012 10:43 AM
To: Nicole Malo
Cc: Don Craig; Doug Bradshaw; Kathleen Ream
Subject: Re: Truman Waterfront and PAL needs

We do not use the back half of the building where the kitchen and boiler rooms are located. We have been managing with the space we currently occupy, ideally we would like to have more space in order to expand the programs without compromising the safety of the kids. Because of the size of the equipment and programs i believe this would be the minimal space we require. Thanking you in advance.

On Wed, Mar 14, 2012 at 10:26 AM, Nicole Malo <nmalo@keywestcity.com> wrote:

Thanks Deglys,
are all portions of the building occupied, including offices and storage areas? Are all these areas utilized and necessary for the function of the recreation facility? and is the same area needed for the facility to be the most efficient? Would more space, less space or a better configured space meet your needs better?

Nicole Malo
Planner
City of Key West Planning Department
[305-809-3778](tel:305-809-3778)

From: Deglys Chavarria [mailto:dchavarr@keywestcity.com]
Sent: Wednesday, March 14, 2012 10:20 AM
To: nmalo@keywestcity.com
Cc: Doug Bradshaw; Don Craig; Kathleen Ream
Subject: Re: Truman Waterfront and PAL needs

Good morning,

Below is the information requested regarding the current use of the PAL GYM.

Boxing Total Square Footage- 2017.71 (Length 42.3 ft Width 47.7)

Wrestling/ Mix Martial Arts/ Grappling/ Cheerleaders Total Square Footage- 2580.57 (Length 54.1 ft Width 47.7 ft)

Weight Room Total Square Footage- 1807.00 (Length 65 ft Width 27.8 ft)

Front Office Space- 106.14 (Length 12.2 ft Width 8.7 ft)

Back Office- 54.51 (Length 7.9 ft Width 6.9 ft)

Storage- 242.2 (Length 27.2 ft Width 8.9 ft)

Mounted Officer Delsante will have the measurements currently used by the Key West Police Mounted Unit done before closing day.

On Mon, Mar 12, 2012 at 1:13 PM, <nmalo@keywestcity.com> wrote:

--

One Team. One Goal. Save Lives.

Officer D. Chavarria
Traffic Unit
K.W.P.A.L President
Key West Police Department
1604 North Roosevelt Blvd
Key West, FI 33040
e-mail- dchavarr@keywestcity.com
Phone- 305.809.1034

--

One Team. One Goal. Save Lives.

Officer D. Chavarria
Traffic Unit
K.W.P.A.L President
Key West Police Department
1604 North Roosevelt Blvd
Key West, FI 33040
e-mail- dchavarr@keywestcity.com
Phone- 305.809.1034

From: [Jay Gewin](#)
To: [Nicole Malo](#)
Cc: [Don Craig](#); [Ralph Estevez](#); [john.bartelmo](#)
Subject: Truman Waterfront Meeting
Date: Friday, November 30, 2012 4:30:52 PM

Nicole,

I apologize, but I will be unable to attend the meeting on the Truman Waterfront next Friday. I'll be away on City business in Tallahassee.

Ralph Estevez and John Bartelmo from OMI will be present, and will be able to answer any utility questions you have regarding sewer or stormwater infrastructure.

In regards to solid waste - I would suggest that for all buildings on the site that generate waste - that sufficient space is provided not only for trash (toters/dumpsters/or compactors), but also for recycling containers. It is a policy that should be implemented Citywide so that fewer businesses could use insufficient space for recycling containers as an excuse for not recycling.

Thanks,

Jay Gewin
Utilities Manager
City of Key West
305-809-3902

Exhibit 8



- Turn Around
- KWPD Horse Stables
- Public Parking - 95 sp
- Community Center
- Community Playground
- NOAA Employee Parking
- NOAA
- NOAA Visitor Parking
- Multi Use Recreation Field
- Boat Launch
- TACTS Tower

Mole Pier Control Gate

Amphitheater

Mole Pier

Proposed Marina

Proposed Foot Bridge

EATON
Pedestrian Access

Public Parking - 79 sp

Generator Building

Interactive Fountain

Public Parking - 110 sp

Pedestrian Access

Maintenance Facility

Pedestrian Access

US Navy Base

FKACC Site

CONCEPT 3

LEGEND

- Navy Property
- FKACC Site
- State Property

0' 30' 60' 120' 180'

Truman Waterfront Park

THE CITY OF KEY WEST
DATE: 7-16-2012



Exhibit 9



City of Key West, FL

Old City Hall
510 Greene Street
Key West FL 33040

Meeting Agenda Full Detail - Final Development Review Committee

Thursday, January 31, 2013

10:00 AM

Old City Hall

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 305-809-1000 or the ADA Coordinator at 305-809-3951 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

Call Meeting to Order

Pledge of Allegiance to the Flag

Roll Call

Approval of Agenda

Discussion Items

- 1** **Major Development Plan - Truman Waterfront Park (RE# 00001630-001000, RE# 00001630-000801 and RE# 00001630-001100)** - A request for a Major Development Plan for the Truman Waterfront Park as per Section 108-91 (2) b. and c., of the Land Development Regulations of the Code of Ordinances of the City of Key West.

Attachments: [Summary of Park Master Plan](#)
[Truman Waterfront Submittal and Approval Schedule.pdf](#)
[Application, Authorization, Ownership](#)
[Quitclaim Deed](#)
[Application Narrative](#)
[MCPA Record Cards](#)
[Site Plan Index](#)
[Overall Site Plans](#)
[Survey](#)
[Horse Stables Elevation and Floor Plan](#)
[Community Center Elevation and Floor Plan](#)
[Tree Disposition Plan \(Sections\)](#)
[Landscape Plan](#)
[Conceptual Drainage Plan \(Sections\)](#)
[Electrical and Lighting Plan](#)
[Building 103 Elevation and Floor Plans](#)
[Traffic Impact Statement](#)

3

Variations - Truman Waterfront Park (RE# 00001630-001000, RE# 00001630-000801 and RE# 00001630-001100) - A request for variations to parking requirements and to substitute additional bicycle parking for the Truman Waterfront Park Master Plan as per Section 108-572, Section 108-574, and Section 90-391 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

- Attachments:**
- [Summary of Park Master Plan](#)
 - [Truman Waterfront Submittal and Approval Schedule.pdf](#)
 - [Variance Application](#)
 - [Authorization, Ownership](#)
 - [MCPA Record Cards](#)
 - [Survey](#)
 - [Overall Site Plans](#)
 - [Tree Disposition Plan \(Sections\)](#)
 - [Conceptual Drainage Plan \(Sections\)](#)
 - [Landscape Plan](#)
 - [Community Center Elevation and Floor Plan](#)
 - [Horse Stables Elevation and Floor Plan](#)
 - [Building 103 Elevation and Floor Plans](#)
 - [Electrical and Lighting Plan](#)
 - [Traffic Impact Statement](#)
 - [Summary of Park Master Plan](#)
 - [Appendix C - ALL Site Plans](#)
 - [Site Survey Plans](#)
 - [Zoning Overlay Map](#)

Adjournment

Minutes of the Development Review Committee

January 31, 2013

Approved March 28, 2013

Planning Director, Don Craig called the Development Review Committee Meeting of January 31, 2013 to order at 10:02am at Old City Hall, in the antechamber at 510 Greene Street, Key West.

ROLL CALL

Present were: Planning Director, Don Craig; Recreation Director, Rod Delostrinos; Engineering Services Director, Elizabeth Ignaffo; Forestry Manager, Karen DeMaria; ADA Coordinator, Diane Nicklaus; Fire Department, Jason Barroso; Police, Steve Torrence; HARC Planner, Enid Torregrosa; Building Official, John Woodson; Sustainability Coordinator, Alison Higgins.

Also in attendance were: Planning Department staff: Brendon Cunningham and Nicole Malo.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

DISCUSSION ITEMS

New Business

- 1. Major Development Plan – Truman Waterfront Park (RE# 00001630-001000, RE# 00001630-000801 and RE# 00001630-001100) – A request for a Major Development Plan for the Truman Waterfront Park as per Section 108-91 (2) b. and c., of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Items 1 and 2 were heard concurrently.

Ms. Malo gave members an overview of the major development plan request.

The applicant, Randy Hollingworth, Bermello Ajamil & Partners, Inc., gave members an overview of the request.

The following member of the public gave comments: Ron Demes, Ex-Officio, U.S. Navy

Mr. Barroso informed the applicant of the following:

- Angela Street two-way from Simonton Street out of the Fire Station #2 all the way through into Truman Waterfront entrance for Angela Street.
- Eaton Street entrance emergency access for Fire Department and Rescue vehicles only. Will need all weather surfaces to support Emergency vehicles.
- Amphitheater needs a designated area for Fire Department and Rescue vehicles only. Will need to provide a Fire Department connection and sprinkler Amphitheater. Location of connection to be approved by Fire Marshall prior to development approval.
- All fire hydrants, fire wells, and hose cabinets need to be applied for and approved by the Fire Marshall prior to development approval.
- All turnarounds and main entrance roundabout shall accommodate our largest truck Ladder 1.
- Provide Fire Department access for Fire Truck for emergency purposes located on both sides of the boat ramp. This will provide access to existing boat pier and outer mole area. Will need all weather surfaces to support Emergency vehicles.

Minutes of the Development Review Committee

January 31, 2013

Approved March 28, 2013

Mrs. DeMaria objected to the planting of Redbay and Eucalyptus trees as canopy trees. She stated the trees do not naturally occur anywhere in the Florida Keys and therefore, should not be considered for planting. It is preferred that the consultant use trees native to the Florida Keys or trees found to naturally occur in the Key West area (such as those listed in Sec 110-253 of the City of Key West Tree Protection code). She then stated that the project needs to be reviewed twice by the Tree Commission. The first time for preliminary review and the second time for plan approval just prior to getting final authorization from the City Commission. Permits will be required for the actual removal, relocation work and will be considered at a separate time. Mrs. DeMaria also stated that a short term and long term maintenance plan is needed to ensure the survivability and long term health of all the plants proposed to be placed in the park (trees, shrubs, flowers, grasses). At the present time, the City of Key West does not have the staff or the equipment to properly take care of any planting planned for the project.

Mr. Delostrinos requested a long term maintenance plan to increase in-house staff levels or contract out.

Ms. Higgins commented on the great job on the multi-modal. She requested to include preferred parking for low emission vehicles since parking lots are often included in a buildings property boundary for LEED projects. She requested for next iteration, more information on what the surface materials are and how pervious they are.

- Concurrency Information: City will be working with our new LDR's to create ways to reduce the demand side of our LOS's.
- Regarding water, she requested to aim for even less than 50% less than zoning requires and less than 4% of FKAA allowed potable. Cistern use on buildings will be helpful as a start, then greywater for landscaping.
- Regarding solid waste, she stated the applicant sure to add separate spots for trash, recycling and yard waste.
- She commented that the estimated numbers may be off as the horse stable puts out 200lbs of compostable per day.
- She commented on the lighting specifically mentioned Dark Skies guidelines and include information on Life Cycle costs as we get further refined in detail.
- Landscaping: From the plan thus far, they are very close to being able to get the park certified with Florida Yards and Neighborhoods as well as National Wildlife Federation. We should do so.

Mrs. Ignaffo stated that Pursuant to the Code of Ordinances, Chapter 108, Article II, the following comments pertaining to the Site, Conceptual Drainage, and Lighting, and Community Center Plans are provided:

- Sanitary Sewer
- The proposed Amphitheater includes 250 fixed seats and 15,000 square foot lawn area, sufficient facilities shall be provided to serve the maximum occupancy, in accordance with the Florida Building Code: Plumbing Section 403 and Chapter 64E-6.0101, F.A.C. If portable restrooms will be utilized, please designate locations within the Amphitheater, and comply with Life Safety Code means of egress.
- She requested they coordinate sanitary sewer design and points of connection through Engineering Services
- Department.
- Coordinate potable water service through Florida Keys Aqueduct Authority, including utility design, points of connection, and capacity determination for fire protection, facilities, water features, and irrigation.
- Storm water Management System

Minutes of the Development Review Committee

January 31, 2013

Approved March 28, 2013

- Conceptual Drainage Plan proposes construction of a system of storm drain inlets, piping, and dry retention ponds to receive and treat storm water runoff equivalent to one and a half inches over the entire park area, followed by disposal via two gravity injection wells. The Conceptual Drainage Plan will provide pre-treatment and disposal, as required in Chapter 108, Article VIII.
- Solid Waste
- A waste storage facility, i.e., dumpster yard, shall be provided for the Amphitheater, and located to allow access to dumpsters for use and pickup by service personnel. The yard shall be sized to contain multiple containers, providing capacity for recycle, trash, cardboard, bulk materials.
- Trash, recycle, and landscaping waste storage of sufficient capacity shall be provided for at the Community Center, Building 103, and Maintenance Facility. All waste storage areas shall be screen and located, in accordance Secs. 108-279 and -280.
- Roadway
- The plan proposes two-way park access at Angela Street and Southard Street, and construction of a 40-foot roadway that includes eight-foot bike lanes on each side, vehicle roundabouts, and a 32-foot road with four-foot bike lanes on each side.
- A relatively straight section of roadway from the Mole Pier park entrance roundabout to the Naval Base entrance may experience traffic traveling at a higher than acceptable rate of speed. This section of roadway includes three pedestrian crossings. Pedestrian and bicyclist safety is a concern.
- Traffic calming treatments that have been incorporated into the plan include textured and color pigmented pavement at crosswalks and along bike lanes which will create driver awareness to pedestrians and bicyclists. Marked crosswalks are typically ineffective at affecting a motorist's velocity. More appropriate traffic calming treatments for reducing vehicle speed include raised crosswalks and roadway geometry features, such as curved and narrowed travel lane width, installation of speed humps with barrier between travel lane and bicycle lane, and creation of median islands at pedestrian crossings. Please address and build into the roadway design traffic calming measures that will reduce the speed of traffic and ensure the safety of pedestrians and bicyclists.
- Olivia Street, Petronia Street and Geraldine Street are shown on the plan to be two-way traffic. These streets are one-way traffic. Please revise the site plan to show these streets to one-way. Parking Areas and Loading Spaces Scooter parking spaces are not shown on the site plan. Please provide scooter parking spaces,
- minimum dimensions 3'x6', equally spaced, and located near features and entrances. Parking facilities are located more than 500 feet from the CGC Ingham Museum. Passenger bus drop-off loading zone is not provided. Please provide parking and passenger loading zone facilities to accommodate visitors with disabilities. ADA accessible parking spaces and routes shall be provided in accordance with Florida Building Code: Accessibility.
- The parking area for the Amphitheater is located across the road. Pedestrian crosswalks are not provided from the parking area to the Amphitheater. Crosswalks should be raised or incorporate medians, which are traffic calming measures that will slow vehicles, thereby reducing speeds. The Amphitheater loading zone space is not shown on the site plan. Please provide loading zones for the Amphitheater, as necessary for delivery of production equipment, supplies, and emergency vehicle access. Vehicle access to the rear of the Amphitheater is not show. Please provide a service/emergency access road to the rear of the Amphitheater. Provide passenger and bus drop/off loading zones for the Community Center, and include bus parking, sufficient to serve events held at the Amphitheater and Community Center. Provide and identify passenger drop/off and delivery loading zones for the Historic Building 103. Provide employee vehicle parking and equipment storage area at the Potential Maintenance Facility.
- Site Lighting
- Exterior lighting shall be shielded to minimize impact on the surrounding properties, installed in accordance with Sec. 108-284. Parking areas and bicycle racks shall be thoroughly illuminated. Please coordinate lighting plans, including fixture intensities and locations, with the U.S. Navy and U.S. Coast Guard, Sector Key West.

Minutes of the Development Review Committee

January 31, 2013

Approved March 28, 2013

Mr. Torrence requested traffic for trollies, proper lighting, lot (lighting requested industry/park standards). Emergency call boxes throughout park.

Keys Energy comments:

- KEYS will need to have an easement for access to power poles within the Navy 50 foot set. No trees or swales are to be within the easement. KEYS will need to have heavy truck access.
- Existing overhead temporary facilities feeding the Coast Guard "The Ingram" will need to be relocated and cost to be paid by others.
- Requested an easement for the existing electrical facilities behind KEYS' Angela Street substation. No trees or swales are to be within the easement. KEYS will need to have heavy truck access.
- Requested a Master Plan for the current and future facilities as it relates to electrical loads.

2. **Variances – Truman Waterfront Park (RE# 00001630-001000, RE# 00001630-000801 and RE# 00001630-001100) – A request for variances to parking requirements and to substitute additional bicycle parking for the Truman Waterfront Park Master Plan as per Section 108-572, Section 108-574, and Section 90-391 of the Land Development Regulations of the Code of Ordinances of the City of Key West.**

Item heard with item 5, please see comments above.

ADJOURNMENT

Meeting adjourned at 11:19am.

**Respectfully submitted by,
Karen de Berjeois
Administrative Assistant II
Planning Department**



(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33040-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

January 31st, 2013

Mr. Don Craig
City of Key West
PO Box 1409
Key West, Florida 33040

RE: SPECIAL DEVELOPMENT REVIEW COMMITTEE MEETING
KEYS ENERGY SERVICES COMMENTS MEETING OF January 31st, 2013.

Dear Mr. Don Craig:

Keys Energy Services (KEYS) received the Special Development Review Committee Agenda for January 31st, 2013. KEYS has reviewed the items that will be discussed at the City's Development Review Committee meeting.

Below are KEYS' comments:

1. LOCATION: Truman Waterfront Park – Major Development Plan
COMMENT: KEYS will need to have an easement for access to power poles within the Navy 50 foot set. No trees or swales are to be within the easement. KEYS will need to have heavy truck access.

Existing overhead temporary facilities feeding the Coast Guard "The Ingram" will need to be relocated and cost to be paid by others.

KEYS will need an easement for the existing electrical facilities behind KEYS' Angela Street substation. No trees or swales are to be within the easement. KEYS will need to have heavy truck access.

Need to have Master Plan for current and future facilities as it relates to electrical loads.
2. LOCATION: Truman Waterfront Park – Variances
COMMENT: KEYS has no objections to the Variances.

Thank you for giving KEYS the opportunity to participate in the City's review process. If you have any questions, please call me at 295-1055.

Sincerely,

Matthew Alfonso

Matthew Alfonso

Matthew Alfonso
Supervisor of Engineering
Matthew.Alfonso@KeysEnergy.com

MA/mpd

c:
L. Tejada, General Manager & CEO
J. Wetzler, Asst. General Manager & CFO
D. Finigan, Director of Engineering & Control
A. Tejada, Director of Customer Service
File: PLI-132



City of Key West, FL

Old City Hall
510 Greene Street
Key West FL 33040

Meeting Agenda Full Detail - Final Development Review Committee

Friday, March 14, 2014

10:00 AM

Old City Hall

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 305-809-1000 or the ADA Coordinator at 305-809-3731 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

Call Meeting To Order

Pledge of Allegiance to the Flag

Roll Call

Approval of Agenda

Discussion Items

- 1 Conditional Use - Truman Waterfront (RE# 00001630-001000; AK# 9038855)** - An application for a Conditional Use for a restaurant within the Truman Waterfront parcel located in the Historic Public Service and Semipublic Service -1 (HPS-1) zoning district pursuant to Section 122-61 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

- Attachments:** [1 MDP and CU Application Narrative](#)
[2 Index - Entire Application](#)
[3 Appendix A-B. Application Form and Ownership](#)
[4 Appendix C. Plan Index](#)
[5 Appendix C. Site Plans and Illustrative Plans](#)
[6 Appendix C. Dimensioned Site Plans](#)
[7 Appendix C. Survey](#)
[8 Appendix C. Tree Disposition Plans](#)
[9 Appendix C. Conceptual Drainage Plans](#)
[10 Appendix C. Historic Bldg 103](#)
[11 Appendix C. Horse Stables](#)
[12 Appendix C. Community Center](#)
[13 Appendix C. Amphitheatre Elevations](#)
[14 Appendix C. Lighting](#)
[15 Appendix C. Landscape Plans](#)
[16 Appendix D-F. Traffic](#)
[17 Appendix G. Legal Description](#)
[18 2002 EDC Deed - Signed & recorded](#)
[19 DRC Minutes MDP and Variance - 20130131](#)
[20 DEO Notice of Intent - Ord 13-25](#)

- 2** **Easement - 711 Duval Street (RE# 00015760-000000; AK# 1016136) - A** request for an easement in order to maintain an existing marquee and add a new retractable awning on the Duval Street right-of-way on property located within the Historic Residential Commercial Core (HRCC-1) zoning district pursuant to Section 2-938 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Attachments: [711 Duval - Easement](#)
[711 Duval - Google Earth image](#)

- 3** **Easement - 801 Emma Street (RE# 00014640-000000; AK# 1015024) - A** request for an easement in order to maintain an existing concrete porch on the Emma Street right-of-way on property located within the Historic Neighborhood Commercial (HNC-3) zoning district pursuant to Section 2-938 of the Land Development Regulations of the Code of Ordinances of the City of Key West, Florida.

Attachments: [801 Emma - Easement](#)
[801 Emma Google Earth Image](#)

Reports

Exhibit 11

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

In re: A LAND DEVELOPMENT REGULATION
ADOPTED BY THE CITY OF KEY WEST,
FLORIDA, ORDINANCE NO.13-25

FINAL ORDER APPROVING
CITY OF KEY WEST ORDINANCE NO. 13-25

The Department of Economic Opportunity (“Department”) hereby issues its Final Order, pursuant to §§ 380.05(6) and (11), Fla. Stat., approving land development regulations adopted by the City of Key West, Florida, Ordinance No. 13-25 (the “Ordinance”).

FINDINGS OF FACT

1. The City of Key West is designated as an area of critical state concern pursuant to § 380.05(1), Fla. Stat., and Chapter 28-36, Fla. Admin. Code. Land development regulations adopted by the City of Key West do not become effective until approved by the Department by final order. §§ 380.05(6) and (11), Fla. Stat.
2. The Ordinance was adopted by the City of Key West on December 3, 2013.
3. The Ordinance amends the City’s Code of Ordinances, Chapter 122 of the Land Development Regulations, Sections 122-756 through 122-760, 122-966 through 122-970, 122-1111, and 122-1151 to amend the HRCC-4 and HPS-1 zoning districts and conditional use provisions related to development of the Truman Waterfront. In particular, the Ordinance provides that parks and recreational activities, community centers, cultural centers, and civic activities, and commercial and retail are permitted uses in the HRCC-4 and HPS-1 zoning districts applicable to Truman Waterfront; makes waterfront restaurants and food service uses conditional uses; removes references to the Harbor; deletes industrial and marine, boat, and sales

activities as allowed uses; modifies height restrictions, lot coverage, floor area ratio, front setbacks, and rear setbacks; and deletes minimum lot size requirements.

CONCLUSIONS OF LAW

4. The Department is required to approve or reject land development regulations that are adopted by any local government in an area of critical state concern. §§ 380.05(6) and (11), Fla. Stat.

5. “Land development regulations” include local zoning, subdivision, building, and other regulations controlling the development of land. § 380.031(8), Fla. Stat. The regulations adopted by the Ordinance are land development regulations.

6. All land development regulations enacted, amended, or rescinded within an area of critical state concern must be consistent with the principles for guiding development for that area. §§ 380.05(6) and (11), Fla. Stat. The Principles for Guiding Development for the City of Key West Area of Critical State Concern are set forth in Rule 28-36.003(1), Fla. Admin. Code (“Principles”).

7. The Ordinance is consistent with the Principles as a whole and specifically furthers the following Principles in Rule 28-36.003(1), Fla. Admin. Code:

(a) Strengthen local government capabilities for managing land use and development.

(h) Protection of the public health, safety, welfare, and economy of the City of Key West, and the maintenance of Key West as a unique Florida resource.

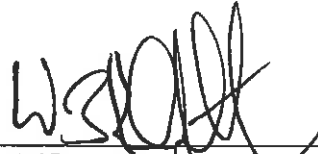
8. The Ordinance is consistent with the City of Key West Comprehensive Plan Future Land Use Element Policy 1-1.1.8.

WHEREFORE, IT IS ORDERED that City of Key West Ordinance No. 13-25 is found to be consistent with the Principles for Guiding Development for the City of Key West Area of

Critical State Concern and is hereby APPROVED.

This Order becomes effective 21 days after publication in the Florida Administrative Register unless a petition is timely filed as described in the Notice of Administrative Rights below.

DONE AND ORDERED in Tallahassee, Florida.



WILLIAM B. KILLINGSWORTH
Director, Division of Community Development
Department of Economic Opportunity

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II, FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY

BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED, CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY A WRITTEN PLEADING ENTITLED, "PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF PUBLICATION OF THIS NOTICE. A PETITION IS FILED WHEN IT IS **RECEIVED** BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF GENERAL COUNSEL
107 EAST MADISON STREET, MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX NUMBER 850-245-7150
CLERK'S EMAIL: JAMES.BELLFLOWER@DEO.MYFLORIDA.COM

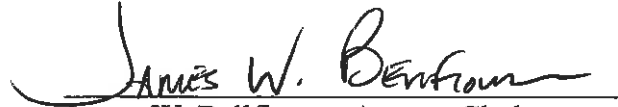
THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing Final Order was filed with the undersigned designated Agency Clerk and that true and correct copies were furnished to the persons listed below by the methods indicated this 28 day of February, 2014.



James W. Bellflower, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128
Telephone: 850-245-7160

By U.S. Mail:

The Honorable Craig Cates
Mayor, City of Key West
3216 Flagler Avenue
Key West, FL 33040

Cheryl Smith, City Clerk
3216 Flagler Avenue
Key West, FL 33040

Donald Leland Craig, AICP
City Planner
3140 Flagler Avenue
Key West, FL 33040

Public Notices
(radius map & mailing list)

Public Meeting Notice

The Key West Planning Board will hold a public hearing **at 6:00 p.m., March 20, 2014 at Old City Hall, 510 Greene Street**, Key West, Florida, (Behind Sloppy Joe's Bar). The purpose of the hearing will be to consider a request for:

Major Development Plan, Conditional Use and Parking Variance to allow bicycle substitution - Truman Waterfront Park (RE# 00001630-001000, AK 9038855; RE# 00001630-001100, AK# 9038866)
– Requests for a major development plan, conditional use and variance to substitute additional bicycle parking, for the development of Truman Waterfront Park Master Plan located in the Historic Public Service and Semipublic Service -1 (HPS-1), Historic Medium Density Residential (HMDR), Historic Residential Commercial Core – 4 (HRCC-4) and the Historic Neighborhood Commercial – 2 (HNC-2) zoning districts, pursuant to Section 90-391, 108-574, 108-91(A.)(2.)b. and c., and 122-61 of the Land Development Regulations of the Code of Ordinances of the City of Key West.

If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 3140 Flagler Avenue call 809-3720 or visit our website at www.keywestcity.com.

THIS NOTICE CAN NOT BE REMOVED FROM THE SITE UNTIL AFTER PLANNING BOARD DETERMINATION