

COUNTY OF MONROE)
STATE OF FLORIDA)

GRANT OF EASEMENT

Space Above This Line for Recording Data

All correspondence pertaining to this Easement must include reference to:

FILE NO: 10576

CONTRACT NO: N69450-25-RP-00083

Prepared By and Return To:

Office of General Counsel
Naval Facilities Engineering Systems Command Southeast
P.O. Box 30, Building 903, RE13B
Jacksonville, FL 32212-0030
(904) 542-6655

GRANT OF EASEMENT

THIS INDENTURE is made this ____ day of _____, 2026 between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, Naval Facilities Engineering Systems Command Southeast, with an address of Real Estate Contracting Officer, Box 30, Building 903, Jacksonville, Florida 32212-0030, the GRANTOR, hereinafter called “the GOVERNMENT,” and the CITY OF KEY WEST, a political subdivision of the State of Florida, with an address of 1300 White Street, Key West, FL 33040, hereinafter called “the GRANTEE.”

WHEREAS, the GOVERNMENT owns that certain real property identified as Naval Air Station Key West, Trumbo Point Annex and Fleming Key, located in Key West, Florida, hereinafter called “the Installation”; and

WHEREAS, the GRANTEE has requested an easement on, in, through, under, upon, across, and over those portions of the Installation described below for the construction, installation, operation, maintenance, repair, and replacement of a potable water line and a wastewater utility line, hereinafter called “the water and wastewater lines,” which will be used by the GRANTEE as part of its waste water treatment plant; and

WHEREAS, the Secretary of the Navy has found that the granting of such an easement on the terms and conditions stated below, which will allow the GRANTEE to provide water and wastewater utility services to the public, is not incompatible with the public interest;

NOW THEREFORE, this INDENTURE witnesseth that the GOVERNMENT, pursuant to the authority of 10 U.S.C. § 2668, hereby grants to the GRANTEE, its successors and assigns, an easement for the construction, installation, operation, maintenance, repair, and replacement of

the water and wastewater lines, such easement being on, in, through, under, upon, across and over those portions of the Installation described below for the periods indicated:

- (a) "CONSTRUCTION PARCEL A," consisting of 131,431 square feet or 3.01 acres, more or less, as more specifically described and depicted in **Exhibit "A-1,"** attached hereto and made a part hereof, for a period of two (2) years from the date hereof;
- (b) "CONSTRUCTION PARCEL B," consisting of 120,469.75 square feet or 2.77 acres, more or less, as more specifically described and depicted in **Exhibit "A-1,"** hereto, for a period of two (2) years from the date hereof; and
- (c) the "EASEMENT PREMISES," consisting of 0.26 acres, more or less, as more specifically described and depicted in **Exhibit "A-2"** hereto, for a period of fifty (50) years from the date hereof.

CONSTRUCTION PARCEL A and CONSTRUCTION PARCEL B, consisting of 5.78 acres, more or less, are hereinafter collectively called "the CONSTRUCTION PREMISES." The CONSTRUCTION PREMISES and the EASEMENT PREMISES are hereinafter collectively called "the PREMISES."

THIS EASEMENT is granted subject to the terms and conditions stated below, which the GRANTEE, by its acceptance hereof, specifically agrees to and consents to be bound by:

1. CONSIDERATION. In consideration for this Easement, the GRANTEE shall provide a credit towards the GRANTOR's user charge rate for wastewater services (under the existing contract, or a new contract to be negotiated) in the amount of SEVENTY-FIVE THOUSAND, TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$75,260.00).
2. ACCESS BY GRANTEE. The GOVERNMENT grants to the GRANTEE the right to use the PREMISES as described in this Easement, together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The GRANTEE and its invitees and contractors agree to absorb all costs, including time and expenses, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the PREMISES are subject to change at the sole discretion of the Installation Commanding Officer.
3. USE BY GOVERNMENT. The GOVERNMENT may use the PREMISES of this Easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights granted by this Easement.
4. SUBJECT TO EXISTING AND FUTURE EASEMENTS. This Easement is granted subject to all other existing easements, if any, of public record, and to such utility lines, pipelines, roadways, or other improvements as may now be located on, over, or under the PREMISES. This Easement is subject to all existing easements, all other outstanding rights, recorded and unrecorded, and to all such utility lines, roadways, or other improvements as may be located on, in, under, across, through and over the PREMISES, and to the right of the GOVERNMENT to grant such additional easements and rights of way on, in, under, across, through and over the

PREMISES as it shall determine to be in the public interest, provided that such additional easements and rights of way will not unreasonably interfere with the GRANTEE's use of the PREMISES in accordance with this Easement.

5. APPROVAL OF PLANS. All work performed by the GRANTEE, its agents, or contractors in connection with the construction, installation, operation, maintenance, repair, and replacement of the water and wastewater lines shall be done without cost or expense to the GOVERNMENT and in accordance with plans previously approved by the Real Estate Contracting Officer, Naval Facilities Engineering Systems Command, Southeast or his/her designated local representative.

6. RESTORATION. Upon completion of any work performed in or upon the PREMISES, the GRANTEE, at its own expense, shall remove all equipment and unused or surplus materials, if any, and shall restore the PREMISES to the same, or as good a condition as existed prior to the initiation of such work, and in a manner satisfactory to the GOVERNMENT as determined by the Real Estate Contracting Officer, Naval Facilities Engineering Systems Command, Southeast, or his/her designated local representative.

7. PROTECTION AND MAINTENANCE OF PREMISES. The GRANTEE, at its own cost and expense, shall maintain the PREMISES and the water and wastewater lines in good condition at all times and shall promptly make all repairs that may be necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of the water and wastewater lines.

8. DAMAGE TO THE PREMISES. The GRANTEE, at its expense, shall repair or restore any damage to Government property that may occur during the construction, installation, operation, maintenance, repair, and replacement of the water and wastewater lines in a manner satisfactory to the GOVERNMENT as determined by the Real Estate Contracting Officer, Naval Facilities Engineering Systems Command, Southeast or his/her designated local representative. The GRANTEE, its employees, authorized agents and contractors shall reimburse the GOVERNMENT for any and all actual costs, direct and indirect, incurred by the GOVERNMENT as a result of any damage to the PREMISES caused by their individual or collective actions.

9. APPLICABLE LAWS, RULES AND REGULATIONS. The GRANTEE's rights hereunder shall be subject to all applicable laws and ordinances and such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of those rights will not unreasonably interfere with the GOVERNMENT's activities at the Installation. The GRANTEE shall adhere to all Government imposed security rules and regulations in the exercise of such rights.

10. INDEMNIFICATION. The GRANTEE shall indemnify and defend the GOVERNMENT against, and hold the GOVERNMENT harmless from, any costs, expenses, liabilities, fines, suits, actions, damages, liability and cause of action arising or growing out of, or in any way connected with, the occupation or use of the PREMISES by the GRANTEE and its employees, agents, servants, guests, and invitees. However, this liability shall not extend to matters caused by the GOVERNMENT's negligent or willful acts. This provision shall survive the expiration or

termination of this Easement, and the GRANTEE's obligations hereunder shall apply whenever the GOVERNMENT incurs costs or liabilities arising or growing out of, or in any way connected with, the occupation or use of the PREMISES by the GRANTEE and its employees, agents, servants, guests, and invitees.

11. GRANTEE'S RESPONSIBILITY. The GOVERNMENT shall not be responsible for damages to property or injuries to persons that may arise from, or be incident to, the GRANTEE's use and occupation of the PREMISES.

12. ROAD CONNECTIONS / GOVERNMENT RESERVATION. The GOVERNMENT reserves the right to make whatever connections between any roads herein authorized to be constructed by the GRANTEE and other roads on the Installation that the GOVERNMENT may consider necessary. The GOVERNMENT also reserves to itself easements for all purposes on, in, through, under, upon, across and over the PREMISES; provided, however, that such reserved easements shall be used in a manner that will not unreasonably interfere with the use and enjoyment by the GRANTEE of the easement rights granted herein.

13. RESERVED.

14. ENVIRONMENTAL PROVISIONS.

a. The GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinances, regulations, and standards that are or may become applicable to the GRANTEE's activities on the PREMISES.

b. The GRANTEE shall be, at its sole cost and expense, solely responsible for obtaining any environmental permits required for its activities on the PREMISES.

c. The GOVERNMENT's rights under this Easement specifically include the right for its representatives to inspect the PREMISES upon reasonable notice for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GOVERNMENT is responsible for enforcing them. The inspections shall be made without prejudice to the right of duly constituted enforcement officials to make them. The GRANTEE shall have no claim on account of any entries against the United States or any of its officers, agents, employees, contractors, or subcontractors.

d. Storage, treatment, or disposal of toxic hazardous materials on the PREMISES is prohibited except as authorized by the GOVERNMENT in accordance with 10 U.S.C. § 2692.

e. The GRANTEE will not use Installation accumulation points for hazardous and other wastes or permit its hazardous wastes to be commingled with hazardous waste of the GOVERNMENT.

f. The GRANTEE shall be solely responsible for the release, or substantial threat of a release, into the environment of any hazardous substance, pollutant or contaminant as the result of any activity under this Easement, and any preceding easements, licenses, or rights-of-way, granted to

GRANTEE. Any reporting, containment, removal, or other remedial action relating to a release or threat of release required by law or regulation shall also be the responsibility of the GRANTEE.

g. The GRANTEE agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Plan (IRP) or the Resource Conservation Recovery Act (RCRA) Corrective Action Program during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will be, to the extent practicable, coordinated with representatives designated by the GOVERNMENT. The GRANTEE shall have no claim on account of any entries against the United States or its officers, agents, employees, contractors, or subcontractors. In addition, the GRANTEE shall comply with all applicable Federal, state and local occupational safety and health regulations.

h. The GRANTEE shall, to the extent permitted under applicable law, indemnify and hold harmless the GOVERNMENT from, and defend the GOVERNMENT against, any damages, costs, expenses, liabilities, fines, suits, actions, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or other acts or omissions by the GRANTEE, its officers, employees, agents, contractors, licensees, or the invitees of any of them, arising or growing out of, or in any way connected with, the occupation or use of the PREMISES by the GRANTEE and its employees, agents, contractors, licensees, or invitees, giving rise to Government liability, civil or criminal, or responsibility under federal, state or local environmental laws. This Paragraph shall survive the expiration or termination of this Easement, and the GRANTEE's obligations under this Paragraph shall apply whenever the GOVERNMENT incurs costs or liabilities arising or growing out of, or in any way connected with, the occupation or use of the PREMISES by the GRANTEE and its employees, agents, contractors, licensees, or invitees. However, this liability shall not extend to matters caused by the GOVERNMENT's negligent or willful acts.

i. The GRANTEE shall strictly comply with the hazardous waste permit, storage, handling, and disposal requirements under the Solid Waste Disposal Act or its State of Florida equivalent. The GRANTEE must provide at its own expense any hazardous waste storage facilities, complying with all laws and regulations that it may need for storage. Installation hazardous waste storage facilities will not be available to the GRANTEE.

j. The GRANTEE shall manage the natural and cultural resources on the PREMISES in a manner that is consistent with the philosophies and supportive of the objectives of the Installation's Integrated Natural Resource Management Plan and Integrated Cultural Resource Management Plan. The GRANTEE shall identify any activity that may affect Federally regulated resources (listed species, wetlands, waters of the United States, etc.) and provide information and mitigation that may be required to support consultation with the applicable regulatory agency.

k. The GRANTEE shall, during the construction, installation, operation, maintenance, repair, and replacement of the water and wastewater lines, upon inadvertently discovering Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, as

those terms are defined in 43 C.F.R. § 10.2, immediately notify by telephone the Installation Public Works Officer at (305) 293-2304, followed by written confirmation. The GRANTEE shall cease all activity in the area of the inadvertent discovery until directed otherwise by the Installation. Additionally, the GRANTEE shall take all reasonable efforts to protect any Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, so discovered consistent with 43 C.F.R. § 10.2.

15. ENVIRONMENTAL CONDITION OF PROPERTY.

a. An Environmental Condition of Property (ECP) has been prepared as of the start date of this Easement to document the known environmental condition of the PREMISES. It is attached hereto as **Exhibit "B"** and made a part hereof. Upon termination of this Easement for the GRANTEE's use of the CONSTRUCTION PREMISES, an ECP shall be prepared to note the environmental condition of the CONSTRUCTION PREMISES at that time. A comparison of the original ECP document and the CONSTRUCTION PREMISES close-out ECP shall be made to determine the extent, if any, of liability on the part of the GRANTEE. At the termination or expiration of this Easement, a final ECP shall be prepared to note the environmental condition of the PREMISES at that time. A comparison of the original ECP document and the final ECP shall be made to determine the extent, if any, of liability on the part of the GRANTEE.

b. For purposes of this Easement the following terms shall have the following meanings:

(1) "Toxic or Hazardous Materials" means all manner of substances, pollutants, contaminants, and waste to which Applicable Environmental Laws pertain, expressly including petroleum, petroleum products, and materials defined in 48 C.F.R. § 252.223-7006 (a)(ii) and (iii).

(2) "Contamination" means a level of Toxic or Hazardous Materials in the air, soil, or water (surface water or ground water), that exceeds levels allowed by Applicable Environmental Laws.

(3) "Applicable Environmental Laws" means:

(a) Federal, state, and local statutes, laws, ordinances, rules, and regulations, to which the GOVERNMENT is made subject by Federal law or to which the GRANTEE is made subject by Federal and state law;

(b) Executive Orders of the President of the United States;

(c) decisions of courts and administrative tribunals of competent jurisdiction;

(d) administrative orders of regulatory agencies of competent jurisdiction (involuntary or on consent); and

(e) regulations and directives of the Department of Defense, the Department of the Navy, and the Marine Corps (for Marine Corps installations only), which pertain to the human

environment (as defined in the National Environmental Policy Act of 1969); transportation of hazardous material; and human health and safety (including occupational safety).

(4) Applicable Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as amended.

(5) "Release" means any discharge, spill, emission, leaking, pumping, injection, excavation, deposit, disposal, leaching, or migration into the environment, accidental or otherwise, or introduction into the environment by any other means or method.

(6) "Remedial Action" means: investigating or monitoring the environmental condition of the PREMISES and clean-up, removal, response (including emergency response), and restoration of the PREMISES, as per Applicable Environmental Laws, due to the presence or suspected presence of Contamination or a Release or suspected Release of Toxic or Hazardous Materials.

c. If during the term of this Easement the GRANTEE becomes aware that a Release of Toxic or Hazardous Materials has occurred due to acts or omissions of the GRANTEE, its agents, or contractors, whether or not such Release results in Contamination of the PREMISES, the GRANTEE will give verbal notice to the GOVERNMENT within 24 hours of becoming aware of the Release, providing all relevant facts and circumstances. The GOVERNMENT may direct the GRANTEE to make a detailed written report of these facts and circumstances within a time certain.

d. The GRANTEE, at its sole expense, will promptly take all action necessary to comply with Applicable Environmental Laws pertaining to a Release described in subparagraph 15(b), including but not limited to: report the occurrence to appropriate Federal, state, or local regulatory authorities, if so directed by the GOVERNMENT; take timely and effective steps to minimize the Release and its impact on human health and the environment; and take Remedial Action. The GOVERNMENT may direct the GRANTEE to provide all information requested by the GOVERNMENT regarding such actions within a time certain.

e. The GRANTEE will ensure that all activities conducted on the PREMISES by the GRANTEE, its agents, or contractors are carried out in compliance with Applicable Environmental Laws. The GRANTEE will provide verbal notice to the GOVERNMENT within 24 hours of receiving any complaint, order, directive, claim, citation, or notice from any governmental authority or any other person or entity alleging noncompliance with or a violation of Applicable Environmental Laws on the PREMISES. The GRANTEE, at its sole expense, will promptly take all necessary action directed by Federal, state, or local regulatory authorities of competent jurisdiction to achieve or regain compliance with Applicable Environmental Laws. The GOVERNMENT may direct the GRANTEE to make a detailed written report, within a time certain, of the facts and circumstances underlying the alleged noncompliance or violation.

Without limitation of the foregoing, the GOVERNMENT, in response to acts or omissions of the GRANTEE, its agents, or contractors may, in its discretion, take Remedial Action to remedy Contamination on the PREMISES or to achieve or regain compliance with Applicable Environmental Laws.

f. The GOVERNMENT may at any time inspect the PREMISES or cause the PREMISES to be inspected, to assess whether the operations of the GRANTEE, its agents, or contractors are in compliance with Applicable Environmental Laws. To assist in this evaluation, the GRANTEE, its agents, and contractors will provide to the GOVERNMENT, or another entity, as the GOVERNMENT may direct, for examination and copying, all relevant books, records, documents, and other material in their possession.

g. The GOVERNMENT, with good cause, may from time-to-time require the GRANTEE to conduct tests and analyses to assess whether the PREMISES are in compliance with Applicable Environmental Laws, and based on the results thereof, to so certify to the GOVERNMENT. Such tests and analyses shall be conducted in a manner satisfactory to the GOVERNMENT by recognized professionals approved by the GOVERNMENT. If the GOVERNMENT and the GRANTEE cannot reach agreement as to what tests and analyses shall be conducted, by whom, and when, the GOVERNMENT may perform such tests and analyses or cause such tests and analyses to be performed and be reimbursed by the GRANTEE.

16. FAILURE TO INSIST ON COMPLIANCE. The failure of the GOVERNMENT to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as a waiver or relinquishment of the GOVERNMENT'S right to the future performance of any such terms, covenants or conditions and the GRANTEE's obligations for their future performance shall continue in full force and effect.

17. FEDERAL FUNDS. This Easement does not obligate the GOVERNMENT to expend any appropriated funds.

18. ASSIGNMENT / TRANSFER OF RIGHTS. The GRANTEE shall not transfer or assign this Easement or any interest in it, or otherwise make any portion of, or rights in the PREMISES available to any party without the prior, written consent of the GOVERNMENT. If any assignment is made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the GRANTEE. However, in no event shall the GRANTEE be relieved of any of its obligations under this Easement, except for an extension of its term that begins after an assignment, and then only if the GOVERNMENT shall have consented to it.

19. TERMINATION.

a. If, at any time, the GOVERNMENT determines that the water and wastewater lines, or any portion thereof, unduly interferes with any of its activities, the GOVERNMENT shall have the right to terminate this Easement, in whole or in part, to the extent necessary to eliminate the interference; however, unless the GOVERNMENT shall have determined that relocation is not

feasible, it shall offer to convey to the GRANTEE, without charge, a substitute easement permitting the GRANTEE to relocate the water and wastewater lines, or any portion thereof, on adjacent GOVERNMENT property, which relocation shall be accomplished at the GRANTEE's cost and expense. The substitute easement shall contain the same terms and conditions as those in this Easement, and shall bear the same expiration date, if any.

b. All or any part of this Easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon non-use of those rights for a period of two consecutive years. Additionally, the GOVERNMENT may terminate all or any part of this Easement in the interest of anti-terrorism force protection or national security.

20. ENVIRONMENTAL CONDITION OF PROPERTY AT EXPIRATION / TERMINATION OF EASEMENT. Upon the termination or expiration of any portion of this Easement, the GRANTEE shall be responsible for cooperating with the GOVERNMENT's inspection of the PREMISES and updating the Environmental Condition of Property Report.

21. SURRENDER. Upon termination or expiration of any portion of this Easement, the GRANTEE, at its own expense and risk, shall promptly remove, to the extent required by the GOVERNMENT, improvements, fixtures, and equipment installed or constructed under this Easement, and shall restore the PREMISES to the same or as good a condition as that which existed prior to the exercise by the GRANTEE of its rights hereunder. The restoration shall be done in a manner satisfactory to the Real Estate Contracting Officer, Naval Facilities Engineering Systems Command, Southeast, or his/her designated representative and in accordance with applicable laws and regulations.

a. If the GRANTEE fails to remove the property as required by the GOVERNMENT, all improvements, chattels, and other items abandoned by the GRANTEE become Government property ninety (90) days following the date of termination or expiration. If the GOVERNMENT incurs any cost to remove the items abandoned by the GRANTEE, the GRANTEE shall reimburse the GOVERNMENT for any and all actual costs, direct and indirect, incurred by the GOVERNMENT.

b. Prior to surrender of the CONSTRUCTION PREMISES, the GRANTEE shall be responsible for reinstalling or replacing, as necessary, those portions of the chain link fencing along Mustin Road and the gate operator that were removed or altered by the GRANTEE, using materials that match the type and height of the existing fencing.

c. Prior to surrender of the CONSTRUCTION PREMISES, the GRANTEE shall be responsible for reinstalling or replacing, as necessary, those portions of the fencing around the MARSOC area that were removed or altered by the GRANTEE, using materials that match the type and height of the existing fencing.

d. Prior to surrender of the CONSTRUCTION PREMISES, the GRANTEE shall be responsible for removing the temporary road through the RV park, placed as a result of this Easement, and fully restore the grass within CONSTRUCTION PREMISES A.

e. Restoration of the CONSTRUCTION PREMISES shall include but not be limited to the items specifically listed above.

22. STATEMENT OF COMPLIANCE. Pursuant to 10 U.S.C. § 2662(d):

a. This Easement is not subject to the requirements of this section; or,

~~b. This Easement is subject to the requirements of this section and said requirements have been met.~~

23. INSURANCE. The GRANTEE shall procure and maintain, at its sole cost and expense from a reputable provider(s), insurance coverage of the types and limits described in subparagraph 23.a. below and shall ensure that its agents and contractors maintain similar insurance covering their work and activities on the PREMISES.

a. Required Insurance Types and Limits During Construction. During any construction, repair, or other work on the PREMISES, first-party property insurance coverage shall protect GOVERNMENT property on the PREMISES in an amount not less than one hundred percent of the full replacement cost of the GOVERNMENT property involved, including buildings, improvements, fixtures, equipment, and personal property. Commercial general liability insurance shall cover (i) personal injury in amounts not less than \$1M per occurrence and \$1M per aggregate for bodily injury or death; (ii) \$100,000 per occurrence and \$1M per aggregate for third-party property damage coverage; and (iii) \$2M umbrella /excess general liability coverage per occurrence and per aggregate. The GRANTEE and its agents and contractors shall maintain vehicle insurance and workers' compensation insurance in accordance with State law.

b. All required insurance coverage shall protect GOVERNMENT from any insurable risk that may arise from the execution of the GRANTEE's use of and activities on the PREMISES. The GRANTEE shall provide to GOVERNMENT proof of all required insurance coverage at least annually or as GOVERNMENT may require. All policies required under this Easement shall:

(1) name "United States of America" as an additional insured by endorsement to the GRANTEE's insurance policy for all third-party liability coverage and as a loss payee of any first-party insurance policy covering GOVERNMENT property;

(2) list United States of America, acting through NAVFAC Southeast, as the Certificate Holder;

(3) be obtained by an insurer authorized to write insurance in the State of Florida;

(4) state that payments under any policy which are to be paid to the United States shall be made payable to "Treasurer of the United States";

(5) each policy of insurance covering bodily injuries and third-party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of

America;

(6) state that no cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by GOVERNMENT of written notice;

(7) state that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to GOVERNMENT; and

(8) include the Easement Instrument Number and PREMISES location on each insurance Certificate/Accord form.

24. LAND USE CONTROLS. The GRANTEE's use of the PREMISES is subject to compliance with the Land Use Controls listed below and noted in **Exhibit B**. Questions should be coordinated with the Real Estate Contracting Officer, Naval Facilities Engineering Systems Command Southeast, or his/her designated representative.

a. Unknown existence of lead based paints and asbestos within proposed easement PREMISES. Contractors/workers should be advised on the possibility of disturbing lead based painted surfaces or uncovering underground asbestos containing pipe (transite pipe) during ground disturbing activities.

b. Possibility of petroleum contamination may be present on the Trumbo Annex side of the proposed easement PREMISES, due to the adjacent UST 000003 site and prior historical use of the site (earthen covered storage tanks).

c. Ongoing environmental remediation activities continue on the adjacent UST 000003 property related to historical petroleum storage on Trumbo Annex. No official land use controls are currently in place at the UST 000003 site while the site undergoes additional investigation, but current use would be industrial use.

d. PFAS/PFOS contamination at the PREMISES is unknown, but low levels may be in adjacent groundwater, both on the Trumbo Annex side (UST 3 site) and Fleming Key side (IR-9 and Area of Interest near NRL Building F-1). Pursuant to Paragraphs 14 and 15 above, the GRANTEE will be responsible for any Release of such PFAS/PFOS contamination resulting from the GRANTEE's use and occupation of the PREMISES, along with any Remedial Action related to such Release.

e. UXO 002 is located in the near-shore waters and are a factor for any water-related activities. Work within the UXO 002 site requires advance approval from Naval Ordnance Safety and Security Activity (NOSSA).

25. AMENDMENTS. No verbal statements or representations made by, for, or on behalf of either party shall be a part of this Easement. This Easement shall not be amended or modified unless in writing and signed by both parties. Any amendment to this Easement shall be recorded, with reference made to the book and page of the official records recording of this Easement.

26. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this Easement, the following additions, modifications and deletions were made:

- a. Paragraph 1.a. and 1.b. were replaced with a new Paragraph 1.
- b. Paragraph 9 was revised to include applicable laws and ordinances.
- c. Paragraphs 10, 11, and 14 were revised to relate specifically to Grantee's use and activities.
- d. Paragraph 20 was revised in accordance with statute.
- e. Paragraph 21 was revised to include specific restoration to the Premises required.
- f. Subparagraph 22.b. is hereby deleted as it does not apply to this out grant.
- g. Paragraph 23 was added to include insurance requirements.
- h. Paragraph 24 was added to include Land Use Controls in this easement.
- i. Paragraph 25 was added to include a provision for Amendments to this easement.

List of Exhibits:

Exhibit A-1 - Legal Description and Depiction of the CONSTRUCTION PREMISES

Exhibit A-2 - Legal Description and Depiction of the EASEMENT PREMISES

Exhibit B - Environmental Condition of Property Report

IN WITNESS WHEREOF, the parties hereto have caused this GRANT OF EASEMENT to be executed by their duly authorized representatives as of the day and year first written above.

GOVERNMENT:

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

By: _____
HEATH ADAMS
Real Estate Contracting Officer
Naval Facilities Engineering Systems Command
Southeast

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 20__ by Heath Adams as a Real Estate Contracting Officer for Naval Facilities Engineering Systems Command Southeast, who is Personally known: _____ OR Produced Identification: _____.
Type of Identification Produced: _____.

(Seal)

NOTARY PUBLIC – State of Florida

(Print, Type, or Stamp Commissioned
Name of Notary Public)

My Commission Expires _____.
Registration No. _____.

GRANTEE:
CITY OF KEY WEST,
a political subdivision of the State of Florida

By: _____
BRIAN L. BARROSO
City Manager

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 20__ by Brian L. Barroso as a City Manager for the City of Key West, who is

Personally known: _____ OR Produced Identification: _____.

Type of Identification Produced: _____.

(Seal)

NOTARY PUBLIC – State of Florida

(Print, Type, or Stamp Commissioned
Name of Notary Public)

My Commission Expires _____.

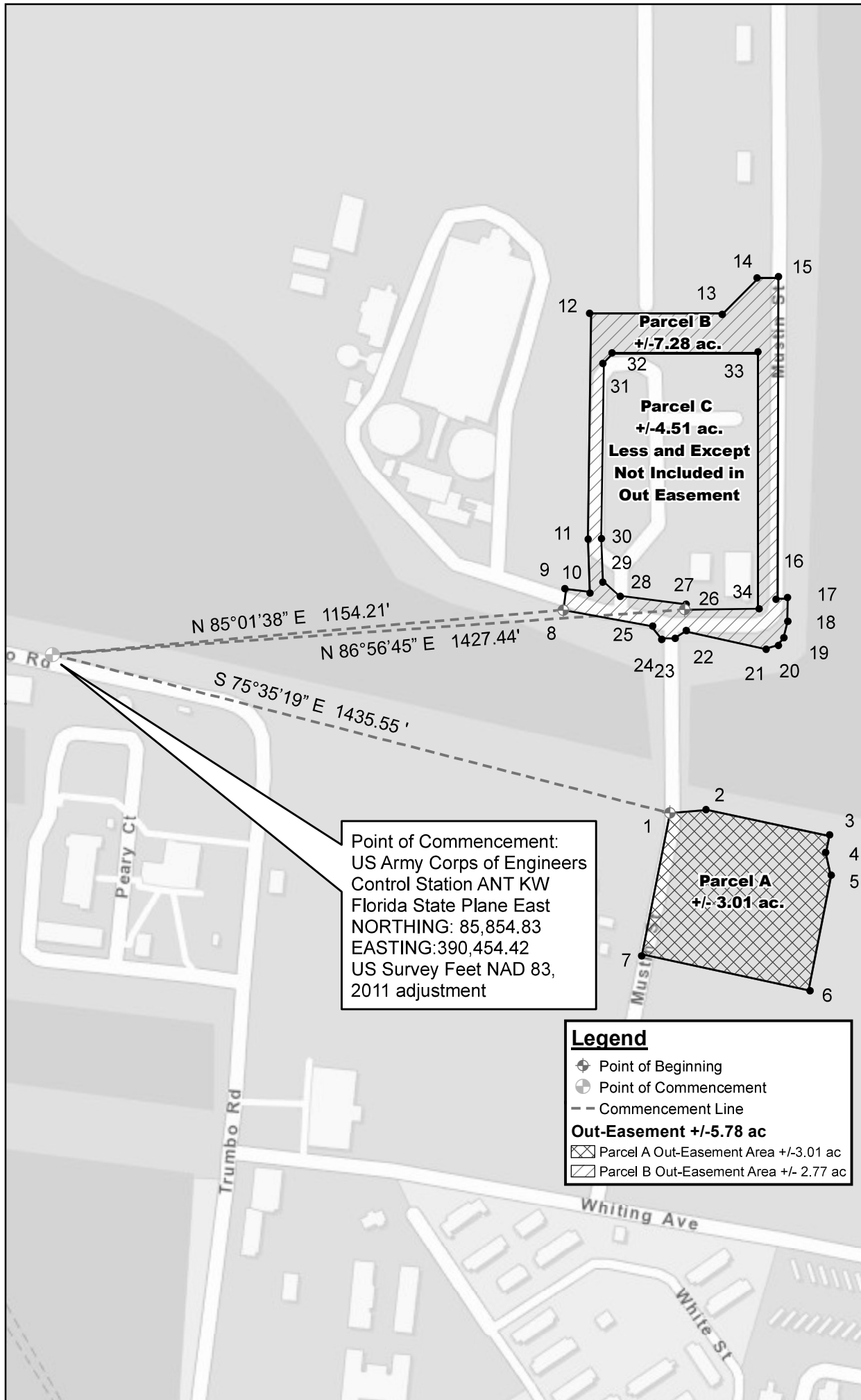
Registration No. _____.

**NAS KEY WEST -
TRUMBO POINT
ANNEX**

Exhibit A-1

Temporary Construction
Out-Easement

Key West, FL



Point of Commencement:
US Army Corps of Engineers
Control Station ANT KW
Florida State Plane East
NORTHING: 85,854.83
EASTING: 390,454.42
US Survey Feet NAD 83,
2011 adjustment

Legend

- ⊕ Point of Beginning
- ⊙ Point of Commencement
- - Commencement Line

Out-Easement +/- 5.78 ac

- ▨ Parcel A Out-Easement Area +/- 3.01 ac
- ▧ Parcel B Out-Easement Area +/- 2.77 ac

Scale: 1:3,600

0 150 300 Feet

0 100 Meters



PREPARED BY:
NAVFAC
Naval Facilities Engineering Command

**Not a Boundary
Survey**

**NAS KEY WEST -
TRUMBO POINT
ANNEX**

Exhibi A-1

Temporary Construction
Out-Easement

Key West, FL

Line Table

Corner Begin	Bearing	Distance	Corner End
1	N84°56'54"E	84.27	2
2	S77°53'38"E	280.65	3
3	S11°10'17"W	40.57	4
4	S12°48'42"E	52.54	5
5	S11°04'39"W	261.06	6
6	N77°52'46"W	383.62	7
7	N11°13'03"E	324.32	1
8	N00°00'00"E	47.61	9
9	S83°44'09"E	60.05	10
10	N01°51'43"W	121.62	11
11	N00°47'33"E	504.60	12
12	N90°00'00"E	297.19	13
13	N45°00'00"E	113.34	14
14	N90°00'00"E	44.36	15
15	S00°07'06"E	722.40	16
16	N90°00'00"E	22.35	17
17	S00°56'57"W	53.57	18
18	S14°25'27"W	37.24	19
19	S41°31'09"W	20.45	20
20	S74°40'27"W	28.90	21
21	N77°27'16"W	183.12	22
22	S57°52'52"W	30.25	23
23	N90°00'00"W	29.53	24
24	N37°48'44"W	35.72	25
25	N79°54'24"W	201.07	8
26	N00°00'06"E	12.20	27
27	N82°32'33"W	149.56	28
28	N47°58'19"W	49.54	29
29	N01°50'01"W	98.34	30
30	N00°47'33"E	392.67	31
31	N45°00'00"E	30.48	32
32	N90°00'00"E	325.67	33
33	S00°00'15"W	574.87	34
34	N89°10'09"E	164.39	26



PREPARED BY:



**Not a Boundary
Survey**

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

A Temporary Construction Easement being a portion of the un-surveyed lands on the Island of Key West, Florida and being more particularly described as follows:

Parcel A:

Commencing for reference at US Army Corps of Engineers Control Station ANT KW Florida State Plane East NORTHING: 85,854.83 EASTING:390,454.42 US Survey Feet NAD 83, 2011 adjustment Thence bearing South 75°35'19" East for a distance of 1435.55 feet to the POINT OF BEGINNING of the herein described parcel of land; Thence bearing North 84°56'54" East a distance of 84.27 feet to a point; Thence bearing South 77°53'38" East a distance of 280.65 feet to a point; Thence bearing South 11°10'17" West a distance of 40.57 feet to a point; Thence bearing South 12°48'42" East a distance of 52.54 feet to a point; Thence bearing South 11°04'39" West a distance of 261.06 feet to a point; Thence bearing North 77°52'46" West a distance of 383.62 feet to a point; Thence bearing North 11°13'03" East a distance of 324.32 feet to the POINT OF BEGINNING (Parcel A). Containing 131,431 square feet or 3.01 acres more or less.

Parcel B:

Commencing for reference at US Army Corps of Engineers Control Station ANT KW Florida State Plane East NORTHING: 85,854.83 EASTING:390,454.42 US Survey Feet NAD 83, 2011 adjustment: Thence bearing North 85°01'38" East for a distance of 1154.21 feet to the POINT OF BEGINNING of the herein described parcel of land; Thence bearing North 00°00'00" East for a distance of 47.61 feet to a point; Thence bearing South 83°44'09" East for a distance of 60.05 feet to a point; Thence bearing North 01°51'43" West for a distance of 121.62 feet to a point; Thence bearing North 00°47'33" East for a distance of 504.60 feet to a point; Thence bearing North 90°00'00" East for a distance of 297.19 feet to a point; Thence bearing North 45°00'00" East for a distance of 113.34 feet to a point; Thence bearing North 90°00'00" East for a distance of 44.36 feet to a point; Thence bearing South 00°07'06" East for a distance of 722.40 feet to a point; Thence bearing North 90°00'00" East for a distance of 22.35 feet to a point; Thence bearing South 00°56'57" West for a distance of 53.57 feet to a point; Thence bearing South 14°25'27" West for a distance of 37.24 feet to a point; Thence bearing South 41°31'09" West for a distance of 20.45 feet to a point; Thence bearing South 74°40'27" West for a distance of 28.90 feet to a point; Thence bearing North 77°27'16" West for a distance of 183.12 feet to a point; Thence bearing South 57°52'52" West for a distance of 30.25 feet to a point; Thence bearing North 90°00'00" West for a distance of 29.53 feet to a point; Thence bearing North 37°48'44" West for a distance of 35.72 feet to a point; Thence bearing North 79°39'49" West for a distance of 201.07 feet to the POINT OF BEGINNING (Parcel B). Containing 317,046 square feet or 7.28 acres more or less.

Less and except the following parcel description:

Parcel C:

Commencing for reference at US Army Corps of Engineers Control Station ANT KW Florida State Plane East NORTHING: 85,854.83 EASTING:390,454.42 US Survey Feet NAD 83, 2011 adjustment Thence bearing North 86°56'45" East for a distance of 1427.44 feet to the POINT OF BEGINNING of the herein described parcel of land; Thence bearing North 00°00'06" East a distance of 12.20 feet to a point; Thence bearing North 82°32'33" West a distance of 149.56 feet to a point; Thence bearing North 47°58'19" West a distance of 49.54 feet to a point; Thence bearing North 01°50'01" West a distance of 98.34 feet to a point; Thence bearing North 00°47'33" East a distance of 392.67 feet to a point; Thence bearing North 45°00'00" East a distance of 30.48 feet to a point; Thence bearing North 90°00'00" East a distance of 325.67 feet to a point; Thence bearing South 00°00'15" West a distance of 574.87 feet to a point; Thence bearing South 89°10'09" East a distance of 164.39 feet to the POINT OF BEGINNING (Parcel C). Containing 196,576.25 square feet or 4.51 acres more or less.

This easement includes Parcel A & B, less and except Parcel C, for a total area of 251,900.75 square feet or 5.78 acres more or less.

NAS KEY WEST - TRUMBO POINT ANNEX

Exhibit A-1

Temporary Construction Out-Easement
Key West, FL



PREPARED BY:



Not a Boundary Survey

EXHIBIT A-2
LEGAL DESCRIPTION OF THE EASEMENT PREMISES

A 20-foot-wide Utility Easement being a strip of land in the un-surveyed/ un-sectionalized lands in Monroe County, Florida, being 10 feet on each side of the following described centerlines:

COMMENCE at the U.S. Army Corps of Engineers Control Station Pier D-2, the coordinates of which are N 85,337.68 and E 233,429.18 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) of the North American Datum of 1927 (NAD 27) which has for its zero coordinate a point of latitude 24°20' North and 500,000 feet West of longitude 81°00' West; thence N 75°17'14.5" E a distance of 1,888.45 feet; thence N 00°00'20" E, 15.47 feet to the Point of Beginning of the centerline of a 25-foot Grant of Easement as recorded in Official Records Book 971, Page 3 of the Public Records of Monroe County, Florida; thence along said centerline for the next three courses and distances (1) S 89°59'40" E, 52.78 feet; thence (2) S 82°32'33" E, 321.99 feet; thence (3) S 00°00'06" W, 24.06 feet; thence N 90°00'00" E, 12.50 feet to the east line of said Grant of Easement and the POINT OF BEGINNING of the centerline of this description; thence N 90°00'00" E a distance of 180.63 feet; thence S 00°00'00" E, 88.48 feet to the Mean High Water line of Fleming Key as located on August 21, 2023 having an elevation of (-) 0.25 feet of the North American Vertical Datum of 1988 (NAVD 88) and the POINT OF TERMINATION, being hereinafter referred to as Reference Point "A", containing 5,380.20 square feet (0.12 acres) more or less.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "A"; thence S 00°00'00" E a distance of 314.05 feet to the Mean High Water line of Trumbo Point as located on August 21, 2023 having an elevation of (-) 0.25 feet of the North American Vertical Datum of 1988 (NAVD 88) and the POINT OF BEGINNING; thence continue S 00°00'00" E, 103.97 feet; thence N 90°00'00" W, 202.56 feet to the POINT OF TERMINATION at the east line of said 25-foot Grant of Easement, containing 6,130.59 square feet (0.14 acres) more or less.

The side lines of above-described Utility Easements to be extended or shortened to meet at angle points and to form a continuous strip of land.

Exhibit B

5090
Ser PR74/26-001
10 Feb 26

MEMORANDUM FOR RECORD

From: Environmental Director, Naval Air Station Key West

To: Elizabeth Parker, NAVFAC SE Realty Specialist

Subj: REVIEW OF EXISTING ENVIRONMENTAL CONDITION OF PROPERTY
CHECKLIST FOR CITY OF KEY WEST REAL ESTATE EASEMENT

Encl: (1) Environmental Condition of Property Checklist for City of Key West Real Estate
Easement updated 31 Jul 25
(2) Explosives Safety Submission Determination Request to Conduct Tunneling
Activities and Horizontal Boring at Fleming Key Cut, Naval Air Station Key West,
Florida dated 3 Sep 25

1. Enclosure (1) is the Environmental Condition of Property (ECP) prepared as part of the documentation required for an easement related to the City of Key West's trenchless installation of utilities across Fleming Key Cut.
2. Enclosure (1) notes that work within the near-shore waters designated as UXO 002 would require approval from Naval Ordnance Safety and Security Activity (NOSSA). An Explosive Safety Submission Determination Request to conduct tunneling activities and horizontal boring at Fleming Key Cut was issued by NOSSA on 3 Sep 25 (Enclosure 2). Enclosure (2) completes the NOSSA approval process for the near-shore waters work.
3. NAVFAC SE Real Estate Division requires ECPs to be conducted or validated within a six-month window of their real estate actions. Enclosure (1) has the potential to exceed that six-month threshold before the Real Estate Division will be able to complete their action. An updated ECP or memorandum is being requested.
4. I have reviewed the information contained in Enclosure (1), the subsequent information provided by Enclosure (2) and current information related to the proposed easement site and determined that there are no additional changes or information updates required to Enclosure (1).
5. This Memorandum of Record shall serve to demonstrate that the information in Enclosure (1) is still valid and current.



Digitally signed by
RUSSELL.EDWARD.ODELLJR.1515
824797
Date: 2026.02.10 08:10:52 -05'00'

E. O. RUSSELL

Exhibit B

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 1 of 5

Installation: Naval Air Station Key West (NASKW), Florida

Parcel/Site Location and Description: Trumbo Point, NAS Key West, Monroe County, Florida

Site Visit: 14 Aug 24

Proposed Real Estate Action Description: Real Estate license easement for permanent easement for placement of the City of Key West's water main and wastewater force main utilities.

SITE SUMMARY INFORMATION

1. Information regarding site uses and any hazardous materials, contamination, or conditions.

A. Parcel/Site Uses:

Prior Uses: Historic earthen fuel storage tanks (Trumbo Annex side) and magazine armory island (Fleming Key side)

Current Uses: MWR RV recreational area (Trumbo Annex side) and roadway/open area (Fleming Key side)

Future Uses: No anticipated change in use

B. Contaminants: Yes No Unknown

If yes, identify contaminant and media: Potential petroleum contamination in soil and groundwater due to historic use on Trumbo Annex side and adjacent petroleum remediation site. Potential PFAS/PFOS/PFOA constituents present in groundwater based on adjacent site single groundwater sample. Potential PFAS/PFOS contaminates in groundwater on Fleming Key associated with IR-8 and Area of Interest at F-1 NRL

Source of information: Adjacent site on Trumbo Annex is currently being monitored through the Installation Restoration Program and is known as UST 000003. Potential for some petroleum contamination in the area of this project. Groundwater/soil samples collected as part of the P-910 Military Working Dog Kennel project (reports May and July 2024) and Installation Basewide Preliminary Assessment Of Potential Sources Of Per - And Polyfluoroalkyl Substances (PFAS) Site Investigation study. See section R for more information and Section 2 for Land Use Controls.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

C. Hazardous Materials Use: Yes No Unknown

Hazardous Materials Storage: Yes No Unknown

Type of HM: Fuel/Petroleum – currently JP-5 adjacent to site location on Trumbo Annex side (see Item R)

Type of Use and/or Storage: Historic use of petroleum products on and around site on the Trumbo Annex side (JP-5, Bucker C. Diesel, etc.)

Source of information: Records review. Records for the adjacent site include Trumbo Point Tank Farm (TPTF) documents maintained in NAVY NIRIS database (UST 000003) and Florida Dept. of Environmental Protection (OCULUS IDs DOD 9 1070, DOD 9 3287 and DOD 9 2944; Key West Pipeline Co Tanks ID 8840883). See Item R for more information and Section 2 for Land Use Controls

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

D. Treatment, Storage, Disposal of Hazardous Waste: Yes No Unknown

Source of information: Records review.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

Exhibit B

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 2 of 5

E. Underground Storage Tanks: Yes No Unknown

UST No. 0 Gals. 0

Source of information: Photographic Documents

Records Review Trumbo Annex site had historical use of earthen covered tanks adjacent to the proposed easement site.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

F. Above-Ground Storage Tanks: Yes No

AST No. 0 Gals. 0

Source of information: Photographic Documents. Trumbo Annex site had historical use of earthen covered tanks adjacent to the proposed easement site.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

G. Presence of Polychlorinated Biphenyl's (PCB's): Yes No Unknown

Source of information: Records review. Presence of PCBs is unknown

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos: Yes No Unknown

If yes: Friable Non-friable Unknown

Source of information: Records review. The presence of asbestos is not expected, however underground transite pipes may be present, see Section 2. Land Use Controls.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

I. Lead Paint: Yes No Unknown

Source of information: Records review: No lead-based paint (LBP) survey conducted in association with this report. Presence of LBP is not likely. See Section 2. Land Use Controls.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

J. Radon: Yes No Unknown

Source of information: No Radon survey conducted, but typical Radon levels in the county are 1.1 pCi/L, well below 4.0 pCi/L action levels per State of FL Dept. of Health.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

K. Radiological Materials: Yes No Unknown

Source of information: Records review. Site not identified as a possible Radiological site in the 2020 Historical Radiological Assessment

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

L. Solid/Bio-Hazardous Waste: Yes No Unknown

Source of information: Records review

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

Exhibit B

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 3 of 5

M. Munitions and Explosives of Concern: Yes No Unknown

Source of information: Records review. Neither easement location on Trumbo Point of Fleming Key is identified in our munitions preliminary assessment report for site investigations. However, the near-shore water is identified as a potential munition site of concern and recommend for further Remedial Investigations (Final Site Inspection Report for Munitions Response Program Site Inspections at Fourteen Munitions Response Program Sites Nas Key West FL 2015). See Item R for more information and Section 2 for Land Use Controls. UXO 003 is located on a portion of UST 000003 and was due to material imported to the site from UXO 001. UXO 003 has been remediated and does not affect the area being used for the easement.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

N. Threatened or Endangered Species: Yes No Unknown

Source of information: Records review: No known threatened or endangered species in these areas.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: Yes No Unknown

Source of information: Records review: No known cultural resources in these areas.

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

P. Use of Adjacent Property:

Current Use: Military.

Past Use: Same: Military, photographic documents show the area contained earthen covered tanks at one time. Adjacent area contains Contractor Owned storage tanks on Navy property.

Source of information: Records review: Historic photos. Records for the adjacent site include Trumbo Point Tank Farm (TPTF) documents maintained in NAVY NIRIS database (UST 000003) and Florida Dept. of Environmental Protection (OCULUS IDs DOD_9_1070, DOD_9_3287 and DOD_9_2944; Key West Pipeline Co Tanks ID 8840883).

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation? Yes No.

If yes, please explain:

Source of information: Records review

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above (*attach sheet(s) if additional room is needed*):

All answers provided on this ECP checklist were based on information available to the NAS Key West Public Works Department Environmental Division. Documents reviewed to complete this ECP included historical photographs. The Trumbo Point side of the requested easement once contained earthen covered tanks but is now used as an MWR RV recreational area. The Fleming Key side of the requested easement is a man-made island originally used for munitions bunker storage. The requested easement area is used for roadways to travel to and from the island, which was the historical use for accessing areas on Fleming Key. Adjacent to the Trumbo Point side of the requested easement is the Trumbo Point Tank Farm (TPTF), which has been used as a fuel storage and distribution point by the Navy since 1942. The TPTF is part of the Installation Restoration Program Underground Storage Tank remediation. The near-shore waters have been identified as a potential munitions site (UXO 002) for past dumping of munitions from ships. Work within the UXO 002 site would require approval from Naval Ordnance Safety and Security Activity (NOSSA). Where work within the near-shore waters would have no impact or have a low risk, an Explosive Safety Submittal Determination Request must be submitted and approved by NOSSA.

Records for the Trumbo Point Tank Farm (TPTF) documents are maintained in NAVY NIRIS database (UST 000003) and Florida Dept. of Environmental Protection (OCULUS IDs DOD_9_1070, DOD_9_3287 and DOD_9_2944; Key West Pipeline Co Tanks ID 8840883). NIRIS site UXO 00003 details any munitions related concerns, which were remediated and do not affect the parcel associated with this easement. UXO 002 is documented in NIRIS Document 001519 (Final Site Inspection Report for Munitions Response Program Site Inspections at Fourteen Munitions Response Program Sites Nas Key West FL 2015). See Section 2 for Land Use Controls

Restrictions or Land Use Controls: Yes No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

Unknown existence of lead-based paints and asbestos within proposed license area. Contractors/workers should be advised on the possibility of disturbing lead-based painted surfaces or uncovering asbestos containing pipe (transite pipe) during ground disturbing activities. Possibility of petroleum contamination may be present on the Trumbo Annex side of the proposed easement due to the adjacent UST 00003 site and prior historical use of the site (earthen covered storage tanks). Contact NASKW Environmental Office with any questions.

Ongoing environmental remediation activities continue on the adjacent UST 000003 property related to historical petroleum storage. No official land use controls are currently in place at the UST 000003 site while the site undergoes additional investigation, but current use would be industrial use. PFAS/PFOS/PFOA constituent(s) contamination at the site is unknown but low levels may be in adjacent groundwater, both on the Trumbo Annex side (UST 3 site) and Fleming Key side (IR-8 and Area of Interest near NRL Building F-1) – refer to section B comments on relevant documents. No existing land use controls are in place for the areas of the requested easement.

UXO 002 is located in the near-shore waters and would be a factor for any water-related activities. Work within the UXO 002 site would require approval from Naval Ordnance Safety and Security Activity (NOSSA). Where work in the near-shore waters would have no impact or have a low risk, an Explosive Safety Submittal Determination Request must be submitted and approved by NOSSA. Contact NASKW Environmental Office with any questions.

3. Signature:

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for outgrant.

Environmental Professional:


Digitally signed by RUSSELL.EDWARD.ODELL.JR.1515824 797
Date: 2025.07.31 12:18:22 -04'00'
Signature

Installation Environmental Program Director
Title

Edward O Russell, Jr
Print Name

updated 31 Jul 25 from prior 5 Nov 24
Date

The real estate professional(s) acknowledge these restrictions and/or LUCs identified above and will ensure they are made a part of the outgrant document.

Real Estate Professional:

PARKER.ELIZABETH.CECELIA.1501067080
Digitally signed by PARKER.ELIZABETH.CECELIA.1501067080
Date: 2025.07.31 15:07:53 -04'00'
Signature

Realty Specialist
Title

Elizabeth Parker
Print Name

31 July 2025
Date

Property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the land use controls (if any) that will be required for this real estate outgrant:

OXENDINE.MARY.B.ETH E.1229226564
Digitally signed by OXENDINE.MARY.BETH E.1229226564
Date: 2025.08.26 11:58:22 -04'00'
Signature

NRSE N45 Environmental Program Director
Title

Mary Beth Oxendine, P.E.
Print Name

08/26/2025
Date

Exhibit B



DEPARTMENT OF THE NAVY
NAVAL ORDNANCE SAFETY & SECURITY ACTIVITY
FARRAGUT HALL
3817 STRAUSS AVENUE, SUITE 108
INDIAN HEAD, MD 20640-5151

8020
Ser N45G/1178
3 Sep 25

From: Commanding Officer, Naval Ordnance Safety and Security Activity
To: Commanding Officer, Naval Air Station Key West

Subj: EXPLOSIVES SAFETY SUBMISSION DETERMINATION REQUEST TO
CONDUCT TUNNELING ACTIVITIES AND HORIZONTAL BORING AT
FLEMING KEY CUT, NAVAL AIR STATION KEY WEST, FLORIDA

Ref: (a) WebESS ID# 1579/ESSDR25-67
(b) NOSSAINST 8020.15F
(c) NAVSEA OP 5, Eighth Revision

1. As requested by reference (a), the Naval Ordnance Safety and Security Activity (NOSSA) reviewed the subject Explosives Safety Submission (ESS) Determination Request in accordance with references (b) and (c). Based on the information provided, NOSSA concurs that an ESS is not required to conduct tunneling activities and horizontal boring at Fleming Key Cut, Naval Air Station Key West, Florida.

2. Documentation provided in reference (a) supports the determination that a low likelihood of encountering munitions and explosives of concern (MEC) and/or material potentially presenting an explosive hazard (MPPEH) exists for the proposed project and the following conditions apply:

- a. No MEC or MPPEH has been found in UXO 2 to date and specifically none in this area of proposed channeling/boring.
- b. No ordinance activity occurred within the construction footprint.
- c. Horizontal boring will occur at a depth where the likelihood of encountering MEC and/or MPPEH is not expected.
- d. All field personnel will receive a hazard control briefing and MEC awareness training, including Recognize, Retreat, and Report procedures.
- e. The site is outside of all existing explosives safety quantity distance arcs.

3. If any MEC or MPPEH items are encountered, the following steps must be taken:

Enclosure (2)

Exhibit B

Subj: EXPLOSIVES SAFETY SUBMISSION DETERMINATION REQUEST TO CONDUCT TUNNELING ACTIVITIES AND HORIZONTAL BORING AT FLEMING KEY CUT, NAVAL AIR STATION KEY WEST, FLORIDA

a. For expended or unexpended small arms ammunition, note their description and location, notify the responsible Explosives Safety Officer (ESO) and the project manager, and handle them in accordance with reference (c) and applicable environmental regulations.

b. For items other than expended or unexpended small arms ammunition, stop all operations, notify the responsible ESO, project manager, and request an emergency response from the cognizant Explosive Ordnance Disposal detachment. Operations cannot resume until NOSSA has been contacted at nossa_webess@us.navy.mil and has provided guidance regarding the need for an ESS for this project.

4. The NOSSA point of contact for this matter is Mr. Thomas Lee, who can be contacted at commercial (240) 419-4835 or thomas.r.lee16.civ@us.navy.mil or the NOSSA N45 munitions response team at nossa_webess@us.navy.mil.

UPLINGER.TIM
OTHY.ADAM.10
88989500
T.A. UPLINGER
By direction

Digitally signed by
UPLINGER.TIMOTHY.ADAM
.1088989500
Date: 2025.09.03 15:20:40
-04'00'

Copy to:
CNO (N4L1B; N4L1C; N4I2)
COMNAVFACENGCOM (ENV3)
COMNAVREG SOUTHEAST (RESO)
NAS KEY WEST (EVA; ESO)