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GRANT OF EASEMENT

THIS INDENTURE, made the 17th day of February 1984, between The United States of America, herein after called the Government, acting through the Department of the Navy, under the authority of 10 U.S.C. 2668, and the State of Florida, Department of Natural Resources, Division of Recreation and Parks, herein called the State;

WHEREAS, the Government owns that certain real property identified as the Truman Annex, Naval Air Station, Key West, Florida, herein called the Station; and

WHEREAS, the Government, on the 7th day of October 1976, quitclaimed 38 acres, more or less, including Fort Zachary Taylor, to the State of Florida, for public park and public recreation area purposes, and agreed to grant an easement for access to the said Fort; and

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WHEREAS, the State has requested an easement for the construction, installation, operation, maintenance, repair and replacement of a road and contract station for access to Fort Zachary Taylor, over that portion of the Station hereinafter described; and

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

ALL CORRESPONDENCE IN CONNECTION WITH THIS CONTRACT SHOULD INCLUDE REFERENCE TO N62467-84-RP-00260

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NOW THEREFORE, this indenture witnesseth that, in consideration of Ten and no/100 dollars (\$10.00), receipt of which is hereby acknowledged, the Government hereby grants to the said State of Florida, Department of Natural Resources, Division of Recreation and Parks, an easement for a period of fifty (50) years from the date hereof for the construction, installation, operation, maintenance, repair and replacement of a road and contact station for access to Fort Zachary Taylor, such easement being on that portion of the Station hereinafter called the Premises, and described as follows:

In the City of Key West, Florida, commence at a point on the Southwest corner of the center section of the Mole at the Truman Annex (former U.S. Naval Station), the coordinates of which are N 79,821.0 and E 230,188.0 based on the U.S. Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point at Latitude North 24°20'00" and 500,000 feet West of Longitude West 81°00'00"; thence run South 10°00'00" West, a distance of 2,443.0 feet along the West property line of a 38 acre, more or less parcel containing a structure known as Fort Zachary Taylor according to a Quit Claim Deed recorded in Official Records Book 679 at Page 159, of the Public Records of Monroe County, Florida, to a point; thence run South 80°00'00" East a distance of 965.00 feet along the South property line of the 38 acre, more or less parcel containing the structure known as Fort Zachary Taylor, to a point; thence continue South 80°00'00" East along the South property line of a 13.32 acre, more or less parcel according to the Quit Claim Deed recorded in Official Records Book 815 at Page 1685, Monroe County, Florida, a distance of 450.0 feet to a point; thence North 10°00'00" East along the East line of said 13.32 acre, more or less parcel a distance of 995.00 feet to a point; thence run North 19°00'00" West along the East line of said 13.32 acre, more or less parcel a distance of 400.00 feet to a concrete monument, said monument being the Point of Beginning of the hereinafter described Access Road Easement; thence run South 84°00'00" West along the Northerly line of said 13.32 acre, more or less parcel a distance of 60.59 feet to a pipe; thence run North 13°59'35" West a distance of 268.05 feet to a PCP at a point of intersection with an existing

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chain link fence thence run North 66°57'58" East along said fence a distance of 601.34 feet to a PCP; thence run North 38°14'25" East along said fence a distance of 90.22 feet to a nail in concrete; thence run North 06°47'00" West along said fence a distance of 251.60 feet to a pipe; thence run North 55°53'18" East a distance of 186.43 feet to a pipe; thence run North 34°06'42" West a distance of 20.00 feet to a pipe; thence run North 55°53'18" East a distance of 161.65 feet to a PCP; thence run North 32°59'34" East a distance of 92.12 feet to a PCP; thence run North 10°05'50" East a distance of 441.70 feet to a PCP; thence run North 33°56'54" West a distance of 126.77 feet to a PCP; thence run North 55°41'52" East a distance of 38.00 feet to point of intersection with the Easterly property line of the U.S. Naval Air Station, Key West, Florida, Truman Annex, said point also being the Westerly terminus of the Southeasterly line of the Southard Street Extension, Road Access Easement; thence run South 33°56'54" East along said Easterly property line a distance of 266.00 feet to a pipe; thence run South 56°03'08" West a distance of 110.99 feet to a pipe; thence run South 10°05'50" West a distance of 418.05 feet to a pipe; thence run South 55°53'18" West a distance of 189.63 feet to a pipe; thence run North 34°06'42" West a distance of 20.00 feet to a pipe; thence run South 55°53'18" West a distance of 132.08 feet to a pipe; thence run South 24°33'09" West a distance of 51.25 feet to a pipe; thence run South 06°47'00" East a distance of 213.82 feet to a pipe; thence run South 38°14'25" West a distance of 117.04 feet to a pipe; thence run South 66°57'58" West a distance of 31.90 feet to a pipe; thence run North 47°55'10" West a distance of 4.71 feet to a pipe; thence run South 42°04'50" West a distance of 10.16 feet to a pipe; thence run South 66°57'58" West a distance of 439.09 feet to a pipe; thence run South 26°29'11" West a distance of 114.10 feet to a pipe; thence run South 13°59'35" East a distance of 170.52 feet to a concrete monument, the same being the POINT OF BEGINNING; containing 112,626 square feet or 2.5855 acres of land, more or less.

All as shown on a map marked "Exhibit A," attached hereto and made a part hereof.

~~THIS EASEMENT IS GRANTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:~~

1. The State shall construct a fence along both sides of the road, including gates and a contact station as required to control and prevent access into the Government's property, in accordance with Government's specifications.

2. All work in connection with the construction, installation, operation, maintenance, repair and replacement of the access road, contact station and fence shall be done without cost or expense to the Government, and in accordance with plans previously approved by the Commanding Officer, Southern Division, Naval Facilities Engineering Command, herein referred to as the Contracting Officer.

3. The State shall maintain the premises, access road, contact station, and fence in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the premises and the continued operation and maintenance of the road.

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

~~5. The Government reserves the right to make such connections~~
between the road herein authorized and other roads on the Station as the Government may consider necessary, and also reserves to itself rights-of-way for all purposes on, under, over, or across the right-of-way herein granted; provided, however, that such reserved rights-of-way shall be used in a manner that will not unreasonably interfere with the use and enjoyment by the State of the easement rights granted herein.

6. Upon the termination of this easement, the State, at its expense, shall remove, to the extent requested by the Government, improvements installed or constructed hereunder, and shall restore the premises to the same or as good a condition as that which existed prior to the exercise by the State of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Contracting Officer.

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

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

WITNESS

UNITED STATES OF AMERICA

Judith H. Owens

BY WMB
Contracting Officer

E. R. Nely

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

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

Judith H. Owens

Sworn to before me this 17th day of February 1984,

Marilyn Kelly Johnson, Notary Public for the State of South Carolina.

Marilyn Kelly Johnson

My commission expires 5/25/92

