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

INDEX

ARTICLE 1. DEFINITIONS
1.01. Agreement
1.02. Claims
1.03. Closing(s)
1.04 Closing Documents
1.05. Deed(s)
1.06. Effective Date
1.07. Environmental Baseline Survey for Transfer
1.08. Finding Of Suitability to Transfer
1.09. Property
1.10 Water Tower Parcel

ARTICLE 2. AGREEMENT FOR NO-COST CONVEYANCE

ARTICLE 3. CLOSING
3.01. Time and Place
3.02. Government Deliveries.
3.03. LRA Deliveries

ARTICLE 4. RECOUPMENT

ARTICLE 5. TITLE EVIDENCE AND SURVEY
5.01. Title Insurance
5.02. Survey

ARTICLE 6. GOVERNMENT'S OBLIGATIONS PRIOR TO CONVEYANCE
6.01. Maintenance of the Property
6.02. Restrictions
6.03. Delivery Requirements
6.04. Notification of Changes

ARTICLE 7. REPRESENTATIONS AND WARRANTIES OF GOVERNMENT
7.01. Execution of Agreement
7.02. Complete Information
7.03. Possession
7.04. Claims
7.05. Notice
7.06. Environmental Baseline Survey
7.07. Property Sold Subject to Existing Reservations
7.08. Retained Easements

7.09. Notice and Acknowledgement of Government Right to Implement Security Procedures
7.10. Government Use of Boat Ramp Area and East Quay Berthing Area
7.11. Development and Use Restrictions and Covenants
7.12 Utilities

ARTICLE 8. REPRESENTATIONS AND WARRANTIES OF LRA

ARTICLE 9. ENVIRONMENTAL CONDITION
9.01. Groundwater Related Restrictions
9.02. Development and Use Restrictions
9.03. Remedial Systems Non-interference Restrictions
9.04. Health and Safety Plan
9.05. Land Use Control (LUC) Maintenance
9.06. Physical Inspections
9.07. Future Deed Transfers
9.08. Notice of Transfer
9.09. LUC Modification/Termination
9.10. Restrictive Covenant Release
9.11. Notification of LUC Release
9.12. Government Section 330 Indemnification Obligation

ARTICLE 10. BROKERAGE; CONTINGENT FEES

ARTICLE 11. DESTRUCTION OR DAMAGE

ARTICLE 12. NOTICES

ARTICLE 13. ENTIRE AGREEMENT, AMENDMENTS AND WAIVER

ARTICLE 14. SURVIVAL AND BENEFIT

ARTICLE 15. INTERPRETATION

ARTICLE 16. OFFICIALS NOT TO BENEFIT

ARTICLE 17. NON-DISCRIMINATION

ARTICLE 18. FURTHER ASSISTANCE

LIST OF EXHIBITS

Property Boundary Survey with Legal Description	EXHIBIT A
Trumbo Road Boundary Survey with Legal Description	EXHIBIT A-1
Water Tower Parcel Boundary Survey	EXHIBIT B
Quitclaim Deed for Initial Transfer	EXHIBIT C
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
Sanitary Sewer Line Easement – Trumbo Road	EXHIBIT M
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

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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

AGREEMENT

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 <u>Government Use of Boat Ramp Area and East Quay Berthing Area</u>.

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 Deed:

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, not withstanding 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 or 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

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

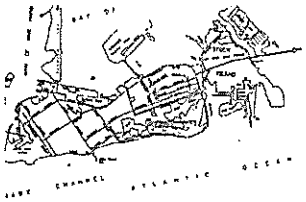
By: Real Estate Contracting Officer

F. R. Nelson Jr.
Printed:

DATE: 11-14-02

CONCURRENCE:

Commanding Officer
Naval Air Facility, Key West



LOCATION MAP
City of Key West &
Stock Island

ESCRIPTION: ACCESS EASEMENT:
l by undersigned:
n of land located on the Island of Key West, Monroe County, Florida, said
lso located in Truman Annex (formerly U.S. Navy) and being more particularly
d as follows:
ce at the National Ocean Survey Triangulation Station GSL, being a
ass set in concrete, located on the outer mole of Truman Annex, the
ates of which are N 81,406.14 and E 386,795.78 (1983/89), based on
Coast and Geodetic Survey mercator grid coordinate system which
its zero coordinate a point of Latitude North 24°20'00" and 500.00
t 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°06'12"E., a distance of 45.00 feet to the Point of Beginning;
S.34°06'12"E., a distance of 83.49 feet; thence S.56°37'09"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:
w based on plat assumed median
Bearing: State Plane Coordinate System, 83/89
es existing elevation
based on N.G.V.D. 1929 Datum
rk No.: Basic Elevation: 14.324
ation:

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

:
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ibl. Records
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t. of Curvature
t. of Tangency
t. of Commence
t. of Beginning
Book
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phone
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Line
n/Link Fence
crete Utility Pole
d Utility Pole
Utility Pole
n Guy wire
Well
taining Wall
er Meter
er Valve
C/O Manhole

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

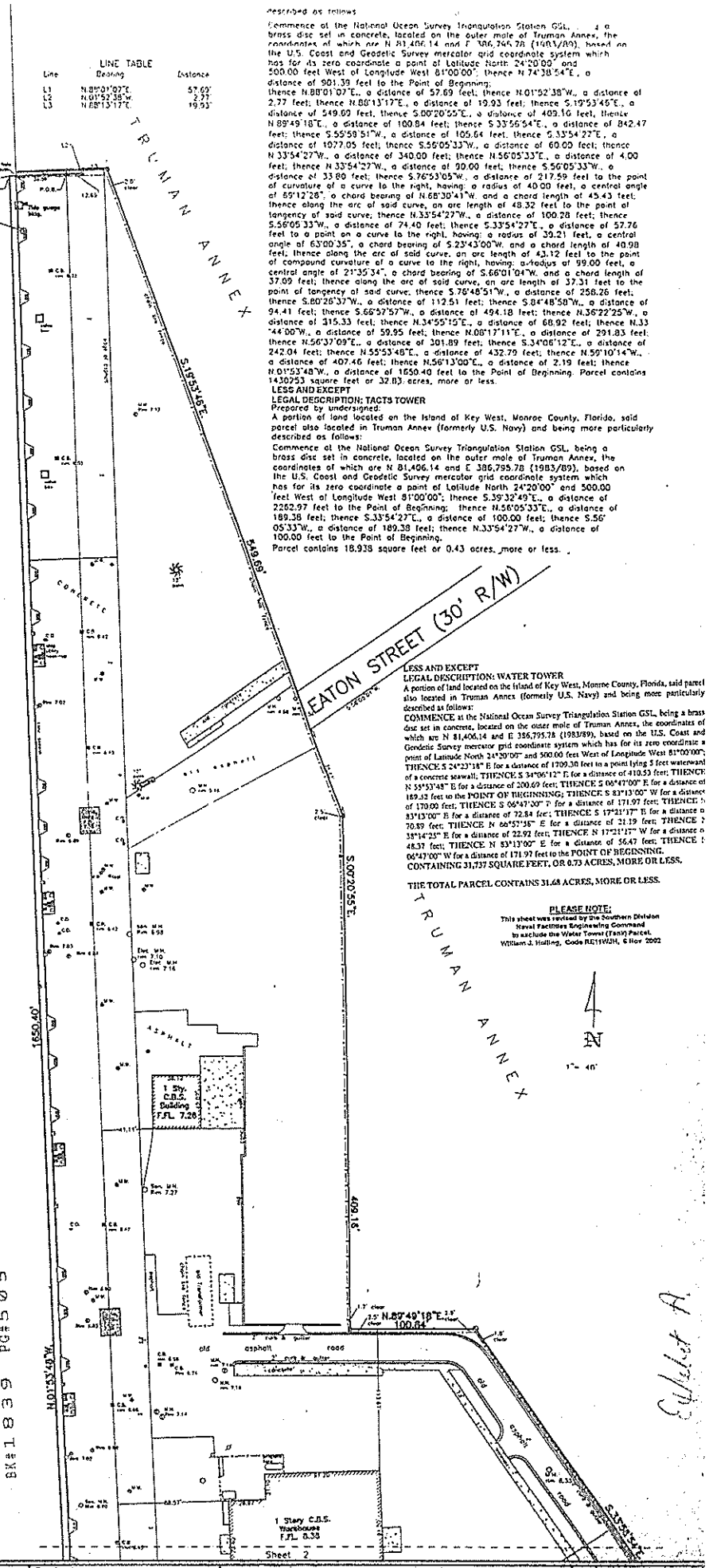
Work performed on: 8/6/02

hereby that the attached Boundary & Topographical Survey
to the best of my knowledge and belief, that it meets the minimum
standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6,
Statutes (1972) and the American Land Title Association, and that
encroachments unless shown hereon.

Shearer & Hopper No. 2749
Reg. No. 3810

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

FILE #1338204
BK#1839 PG#505



described as follows

Commence at the National Ocean Survey Triangulation Station GSL, 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°53'45"E., a distance of 549.60 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 59°12'28", a chord bearing of N.68°30'41"W. and a chord length of 45.43 feet; thence along the arc of said curve, an arc length of 48.32 feet to the point of tangency of said curve; thence N.33°54'27"W., a distance of 100.28 feet; thence S.56°05'33"W., a distance of 74.40 feet; thence S.33°54'27"E., a distance of 57.76 feet to a point on a curve to the right, having: a radius of 39.21 feet, a central angle of 63°00'35", a chord bearing of S.23°43'00"W. and a chord length of 40.98 feet; thence along the arc of said curve, an arc length of 43.12 feet to the point of compound curvature of a curve to the right, having: a radius of 99.00 feet, a central angle of 21°35'34", a chord bearing of S.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°48'50"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 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°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.

LESS AND EXCEPT
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 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.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.

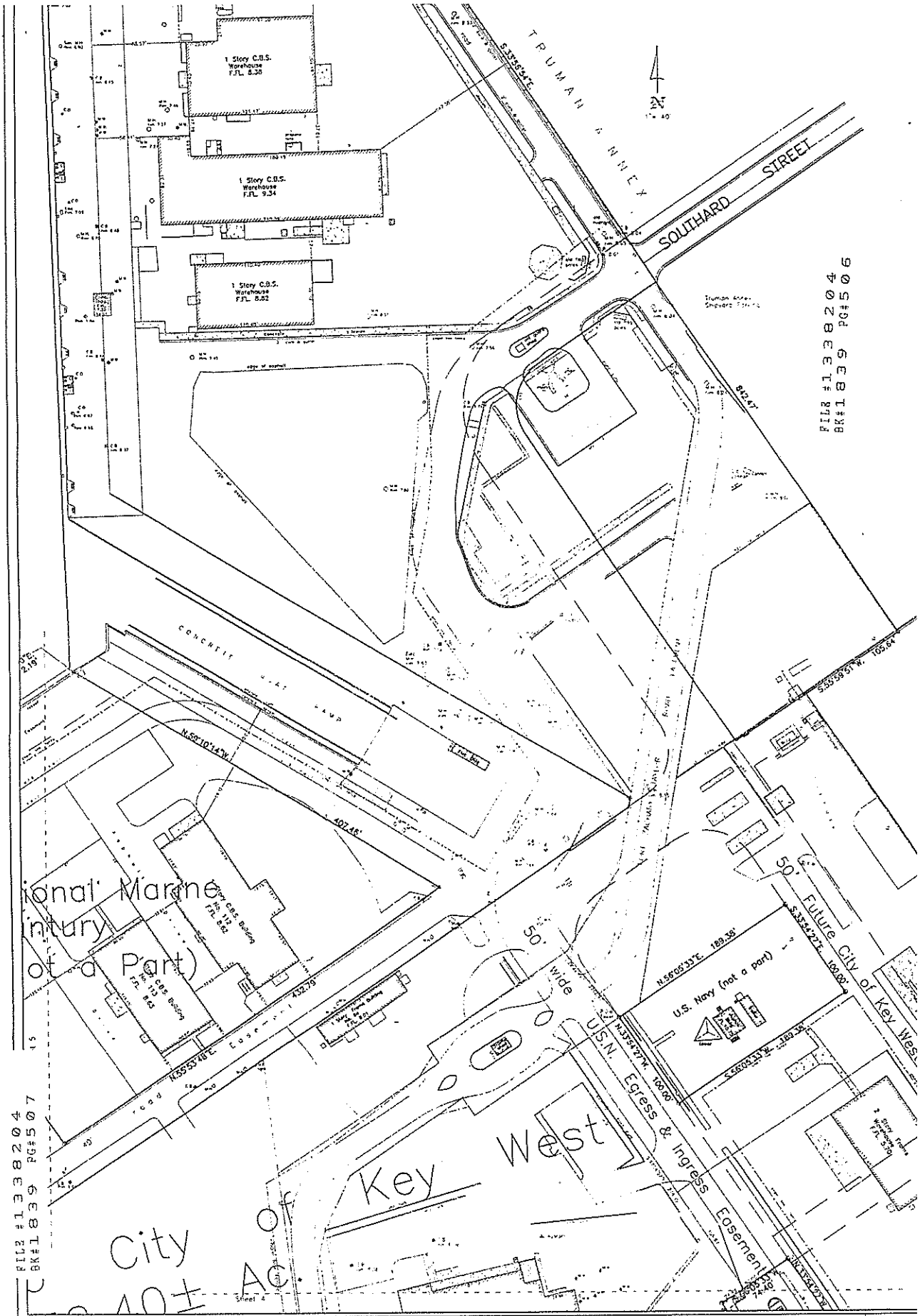
LESS AND EXCEPT
LEGAL DESCRIPTION: WATER TOWER
A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:
COMMENCE at the National Ocean Survey Triangulation Station GSL, 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 1709.30 feet to a point lying 5 feet waterward of a concrete seawall; THENCE S 34°06'12" E for a distance of 410.53 feet; THENCE N 55°53'48" E for a distance of 200.69 feet; THENCE S 06°47'00" E for a distance of 189.32 feet to the POINT OF BEGINNING; THENCE S 83°13'00" W for a distance of 170.00 feet; THENCE S 06°47'00" E 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 66°57'58" E for a distance of 21.19 feet; THENCE N 38°14'23" E for a distance of 22.92 feet; THENCE N 17°21'17" W for a distance of 48.57 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 31,737 SQUARE FEET, OR 0.73 ACRES, MORE OR LESS.

THE TOTAL PARCEL CONTAINS 31.68 ACRES, MORE OR LESS.

PLEASE NOTE:
This sheet was revised by the Southern Division Naval Facilities Engineering Command to exclude the Water Tower (Tank) Parcel.
William J. Holling, Code RE11WJH, 6 Nov 2002

Exhibit A

Sheet Description: City of Key West E.D.C. ACQUISTION	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) 293-9466 Fax (305) 293-0377	Date: 8/8/02 Designed: F.H.H. Drawn: Checked: Job. No. 02-524



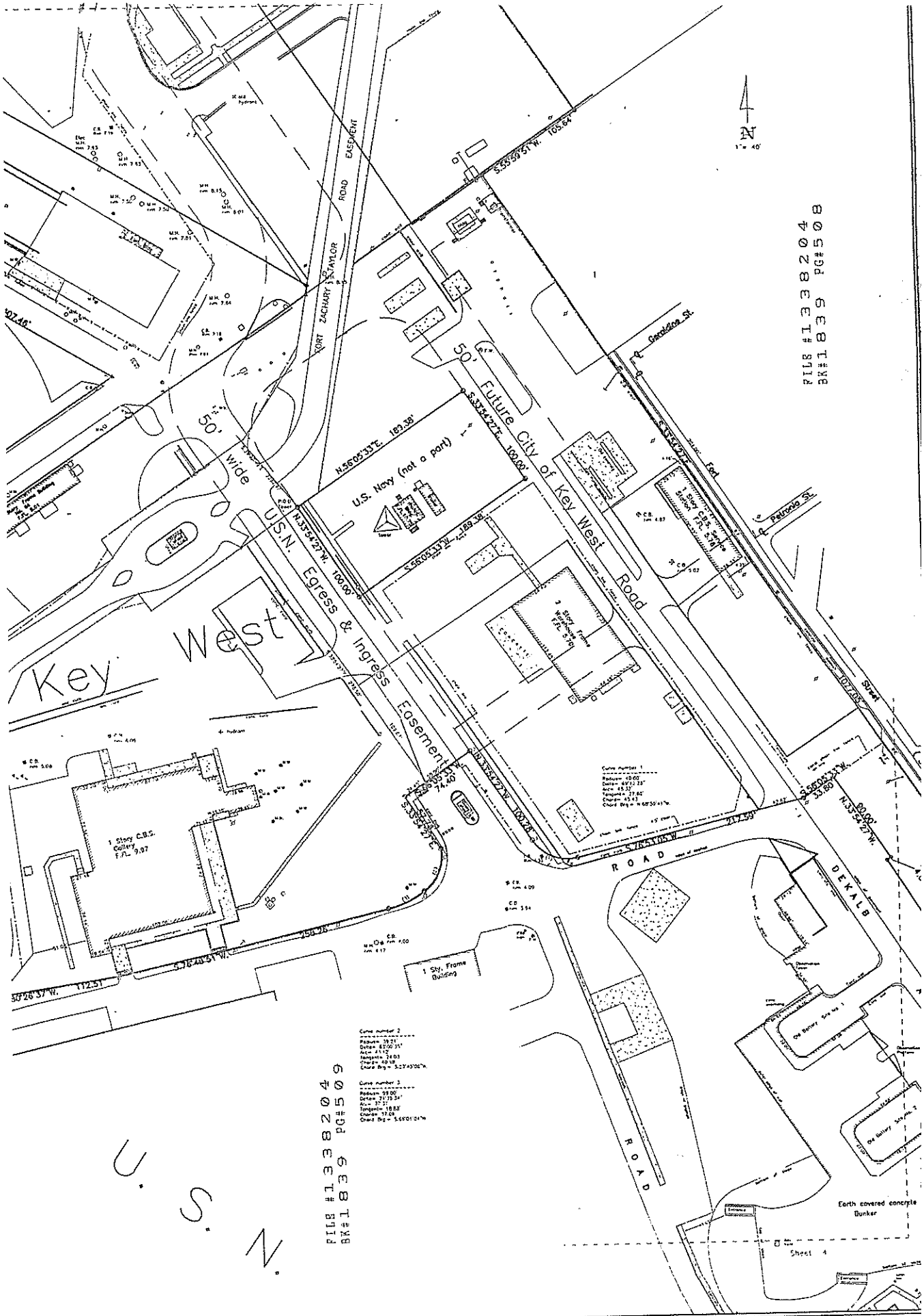
No.	Date	Revisions Remarks
2	5/18/01	Revise Boundary
3	6/20/01	Drawing change
4	10/8/01	Revised Boundary

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

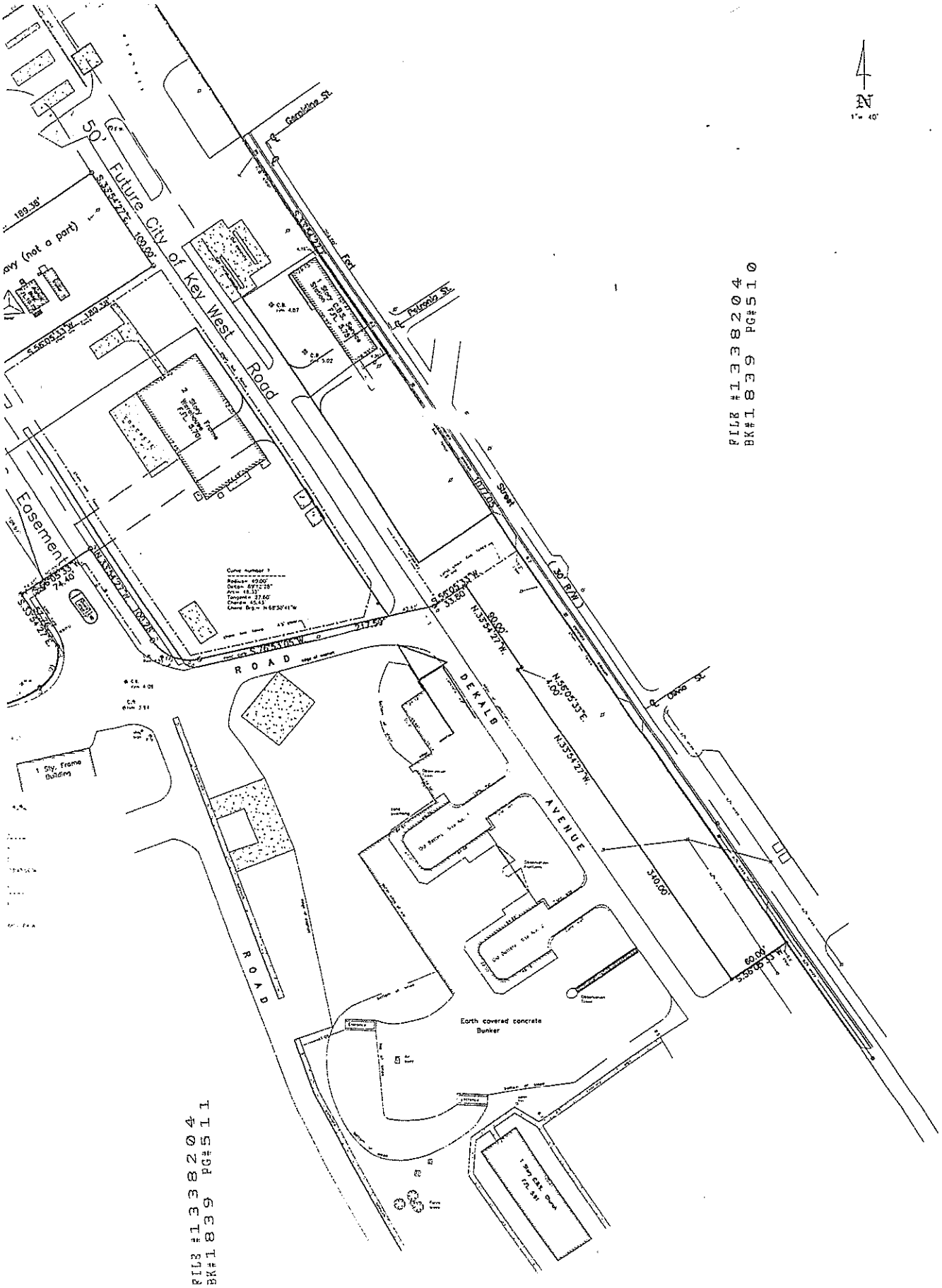
Project:
City of Key West
U.S.N. Asq.
Truman Annex

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

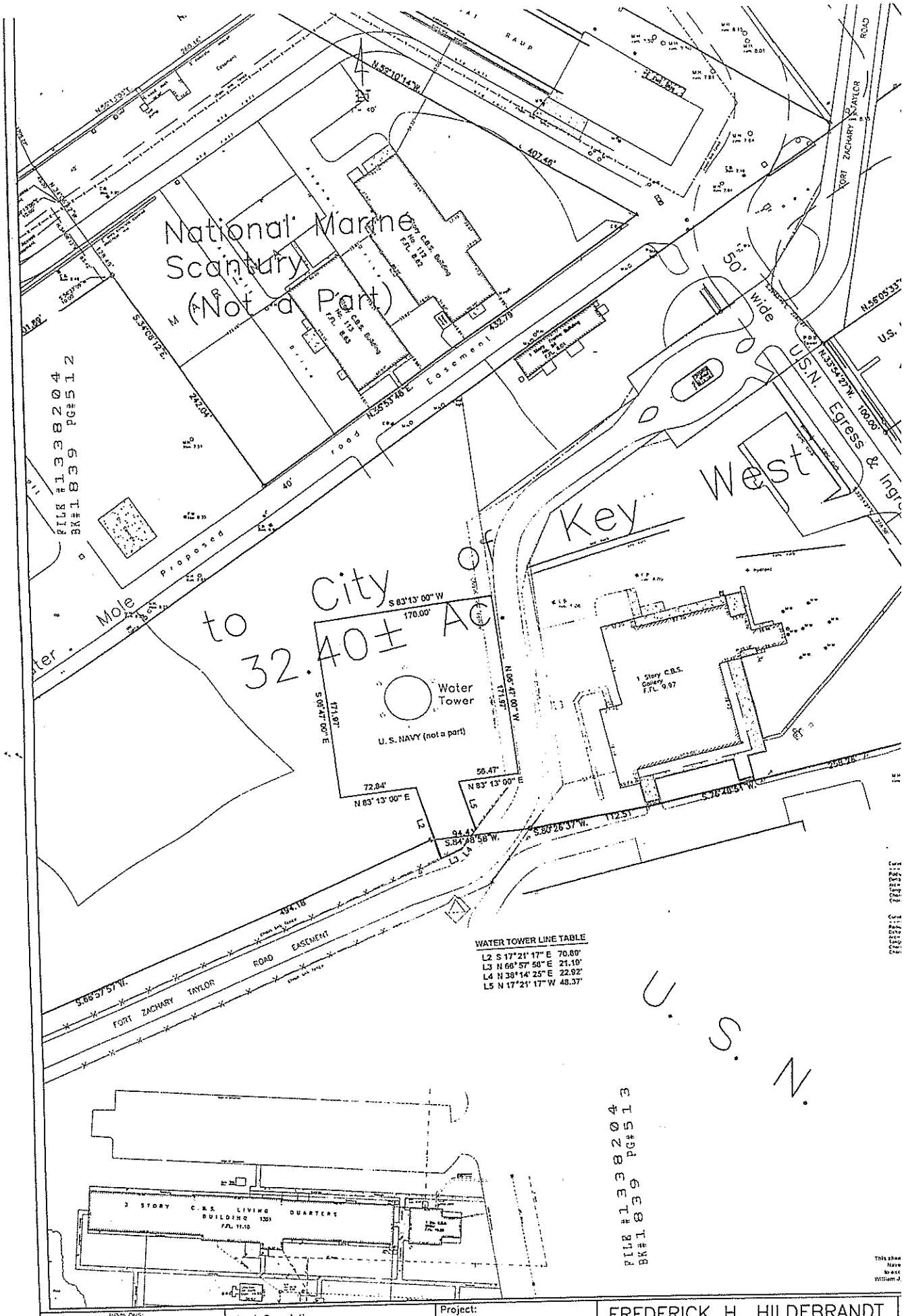
Date:
Designed:
Drawn:
Checked:
Job. No.
Sheet No.



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



REVISIONS: Remarks	Sheet Description: City of Key West E.D.C. ACQUISTION	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. 4 of 9



No.	Date	Remarks
2	5/16/01	Revise Boundary
4	8/6/02	Revised Boundary

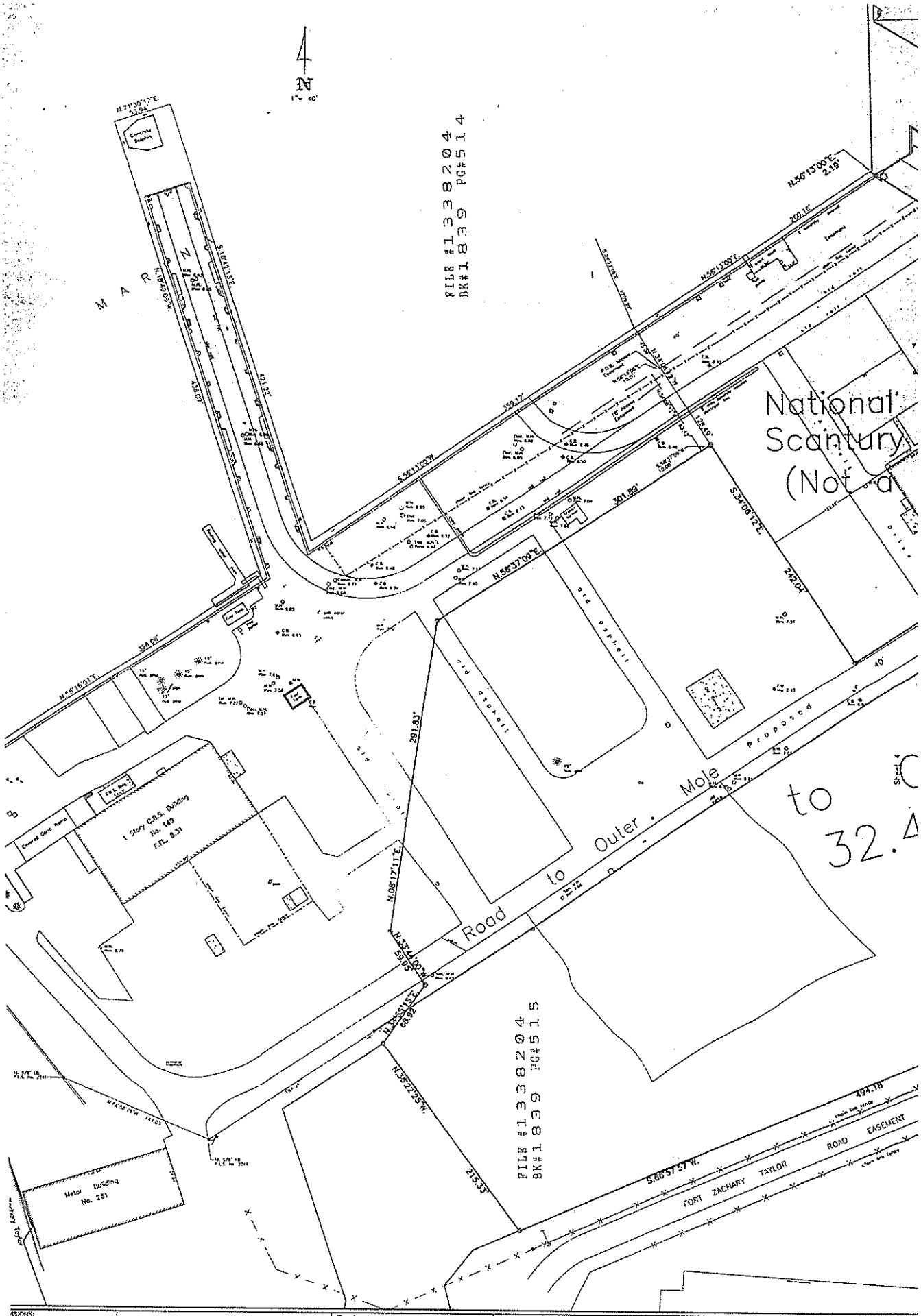
Sheet Description:

City of Key West
E.D.C. ACQUISTION

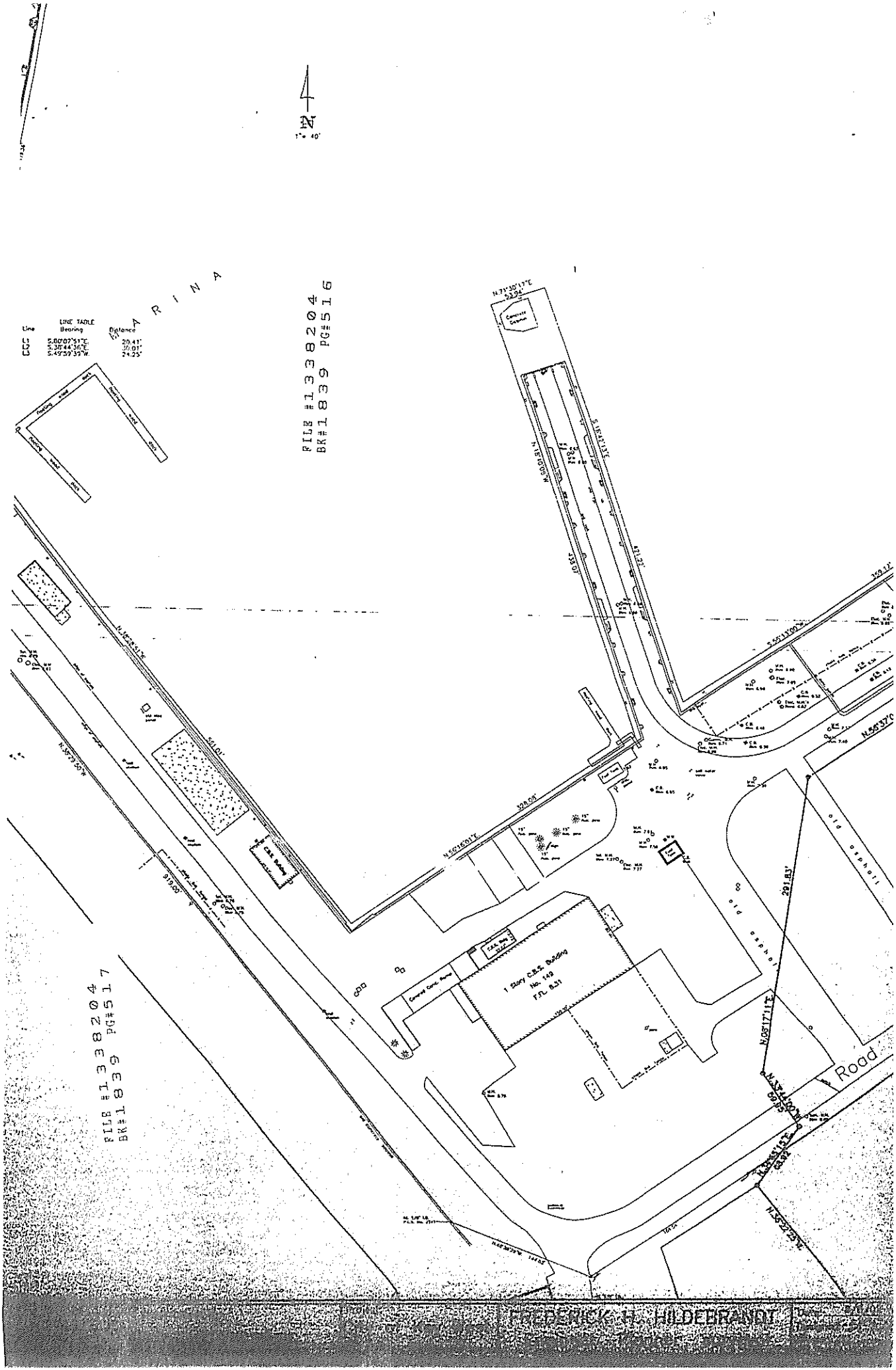
Project:

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

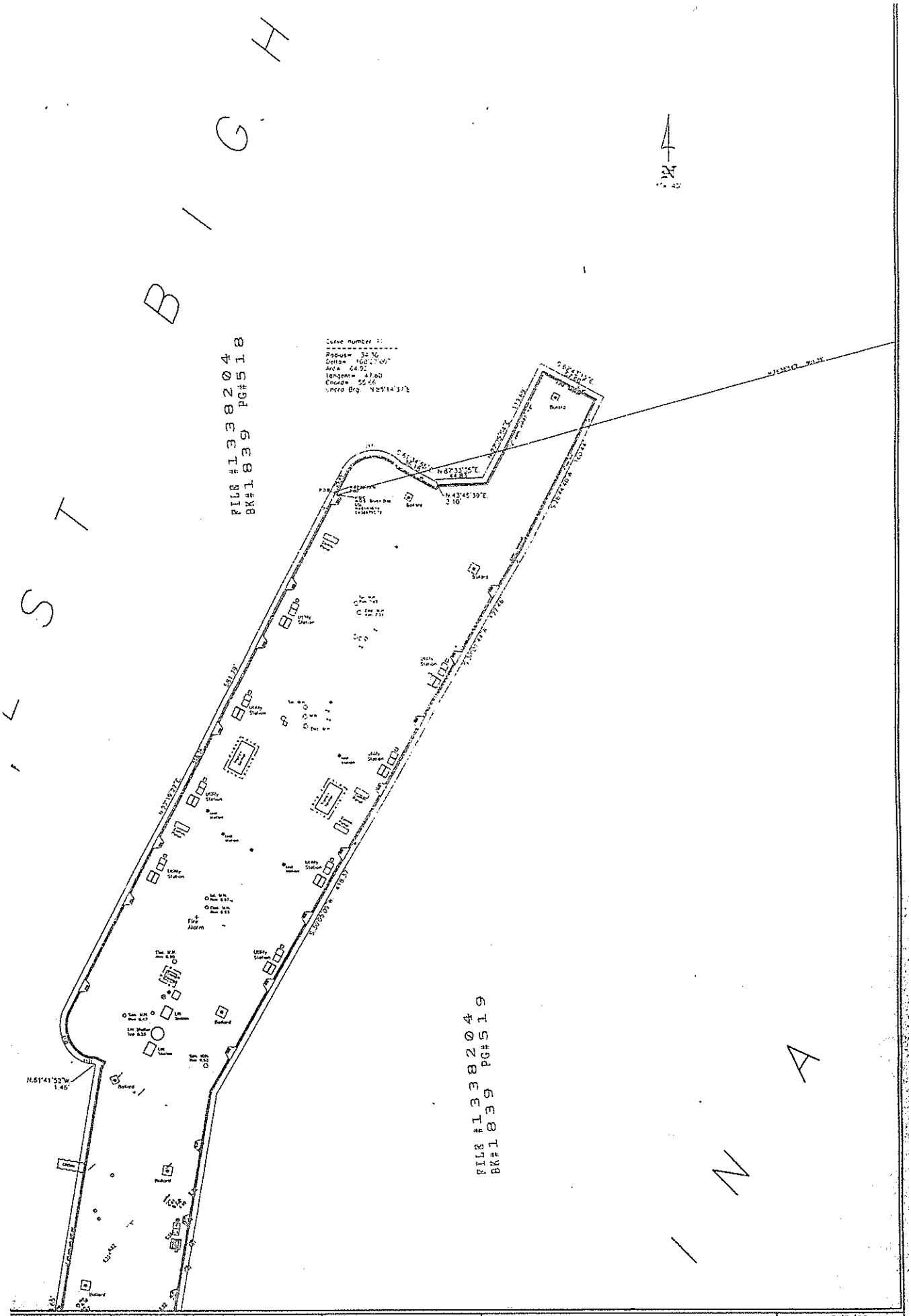
FREDERICK H. HILDEBRANDT
Engineer Planner surveyor
3150 Northside Drive, Key West, Florida 33040
(305) 293-0466 Fax. (305) 293-0237



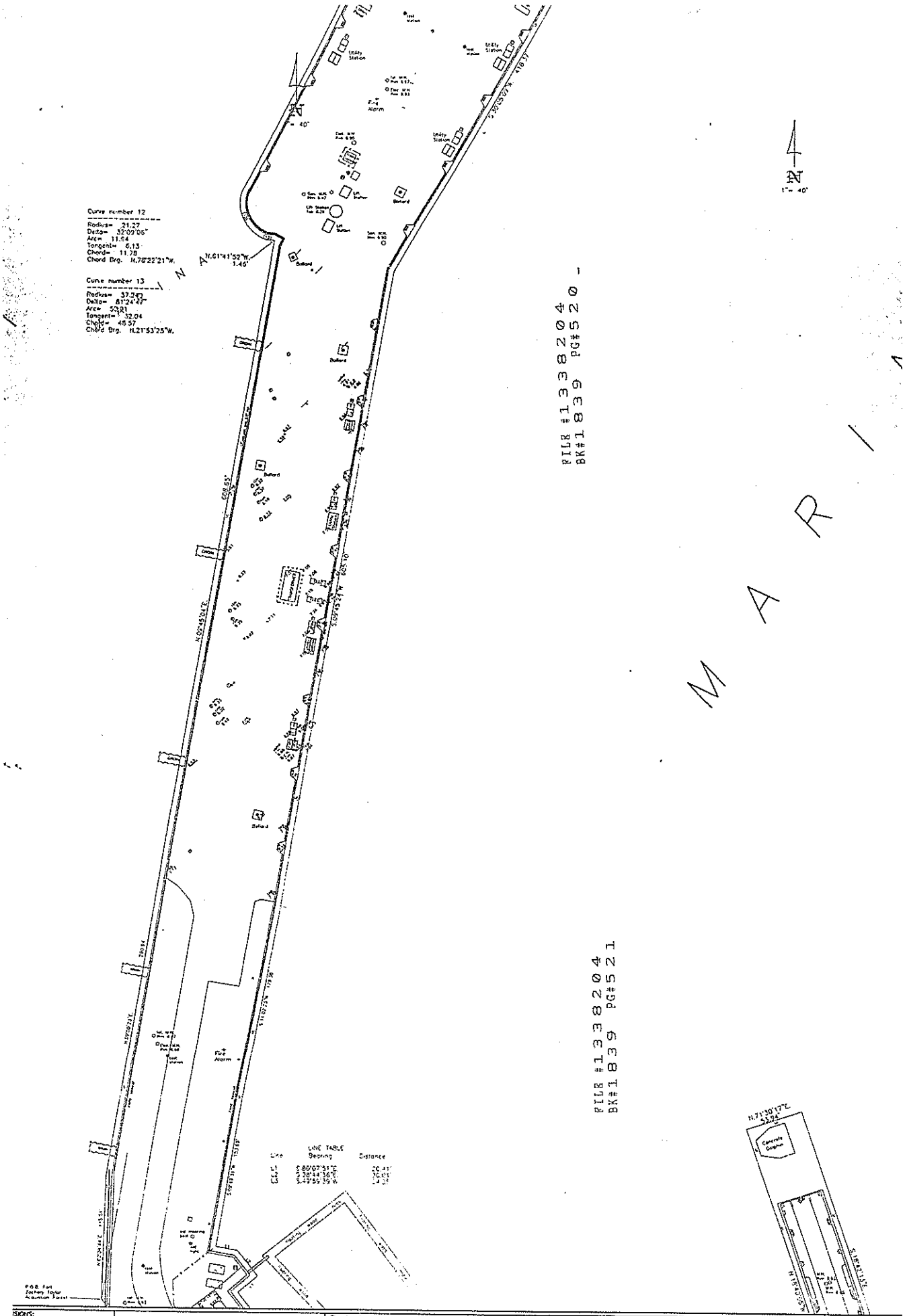
REVISIONS: Remarks	Sheet Description: City of Key West E.D.C. ACQUISTION	Project: City of Key West U.S.N. Asq. Truman Annex	FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax. (305) 293-0237	Date: 8/8/02 Designed: F.H.H. Drawn: Checked: Job. No. 02-524 Sheet No. 6 of 9
Boundary				
Boundary				



N
1" = 40'
MARINA
LINE TABLE
Line Bearing Distance
L1 S.80°07'51"E. 20.41'
L2 S.38°44'36"E. 30.01'
L3 S.49°59'39"W. 24.25'
FILE #1338204
BK#1839 PG#516
FILE #1338204
BK#1839 PG#517
1 Story C.B.S. Building
No. 149
F.Fl. 8.31
Road
FREDERICK H. HILDEBRANDT

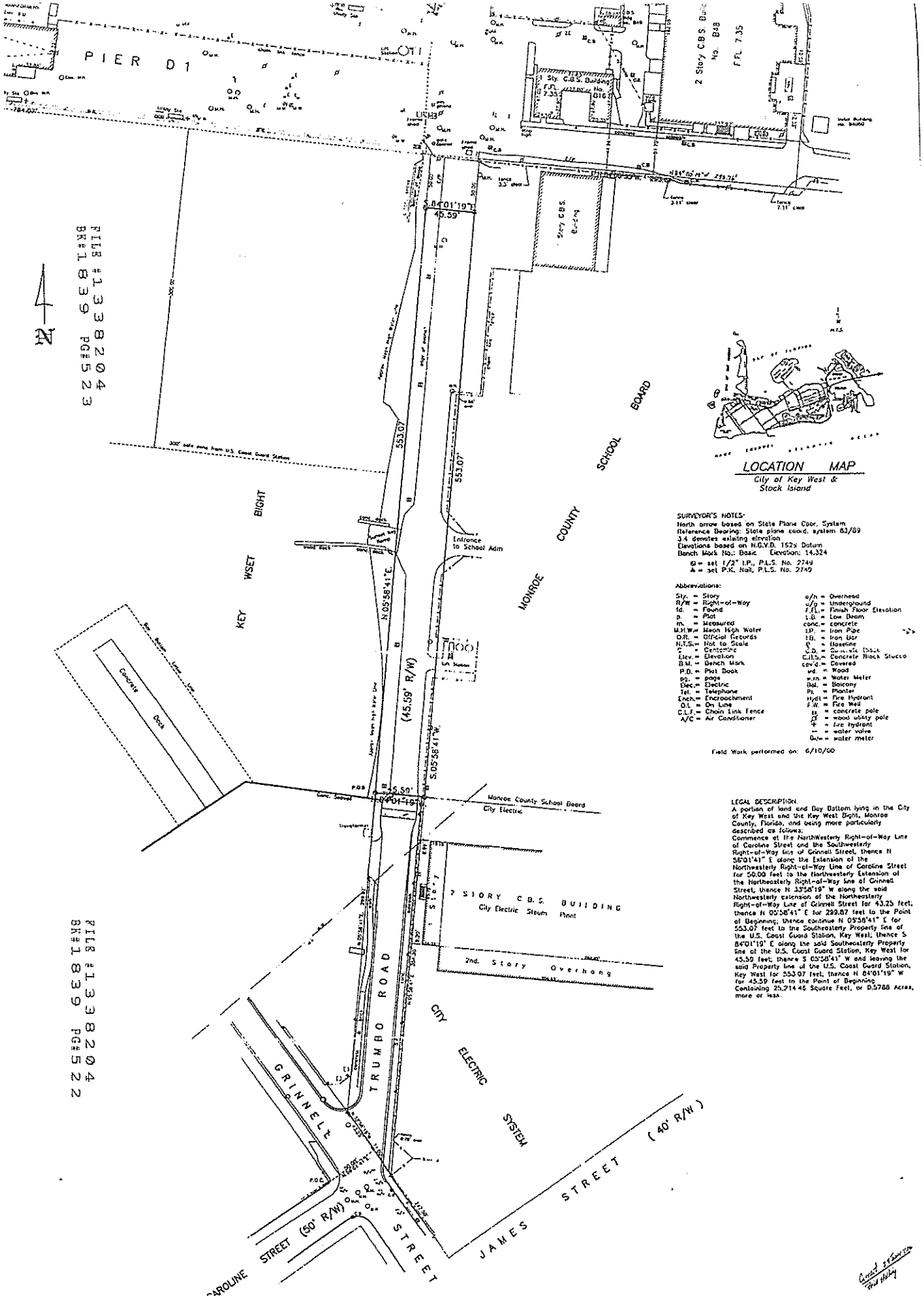


Remarks:	Sheet Description: City of Key West E.D.C. ACQUISTION	Project: City of Key West U.S.N. Asq. Truman Annex	FREDERICK H. HILDEBRANDT Engineer Planner surveyor 3150 Northside Drive, Key West, Florida 33040 (305) 293-0466 Fax. (305) 293-0237	Date: 8/8/02 Designed: F.H.H. Drawn: Checked: Job. No.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



REVISIONS: Remarks / boundary / foundate	Sheet Description: City of Key West E.D.C. ACQUISTION	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



LOCATION MAP
City of Key West &
Stock Island

SURVEYOR'S NOTES:
North arrow based on State Plane Coor. System
Reference Bearing: State plane coord. system 83/89
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark 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	o/h	= Overhead
R/W	= Right-of-Way	u/g	= Underground
fd.	= Found	F.F.L.	= Finish Floor Elevation
p.	= Plat	L.B.	= Low Beam
m.	= Measured	conc.	= concrete
M.H.W.	= Mean High Water	I.P.	= Iron Pipe
O.R.	= Official Records	I.B.	= Iron Bar
N.T.S.	= Not to Scale	℄	= Baseline
℄	= Centerline	C.B.	= Concrete Block
Elev.	= Elevation	C.B.S.	= Concrete Block Stucco
B.M.	= Bench Mark	cov'd	= Covered
P.B.	= Plat Book	wd.	= Wood
pg.	= page	w.m.	= Water Meter
Elec.	= Electric	Bal.	= Balcony
Tel.	= Telephone	Pl.	= Planter
Ench.	= Encroachment	Hydt.	= Fire Hydrant
O.L.	= On Line	F.W.	= Fire Well
C.L.F.	= Chain Link Fence		= concrete pole
A/C	= Air Conditioner		= wood utility pole
			= fire hydrant
			= water valve
			= 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 56°01'41" 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 33°58'19" 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 299.87 feet to the Point of Beginning; thence continue N 05°58'41" E for 553.07 feet to the Southeasterly Property line of the U.S. Coast Guard Station, Key West; thence S 84°01'19" E along the said Southeasterly Property line of the U.S. Coast Guard Station, Key West for 45.59 feet; thence S 05°58'41" 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 25,214.46 Square Feet, or 0.5788 Acres, more or less.

Correct 3/5/2000
Fred Hildy

that the attached BOUNDARY SURVEY
is to the best of my knowledge and belief, that it meets the minimum
s adopted by the Florida Board of Land Surveyors, Chapter 61G17-6,
ction 472.027, and the American Land Title Association, and that
y encroachments unless shown hereon

HILDEBRANDT
Surveyor & Mapper No. 2749
er No. 36510

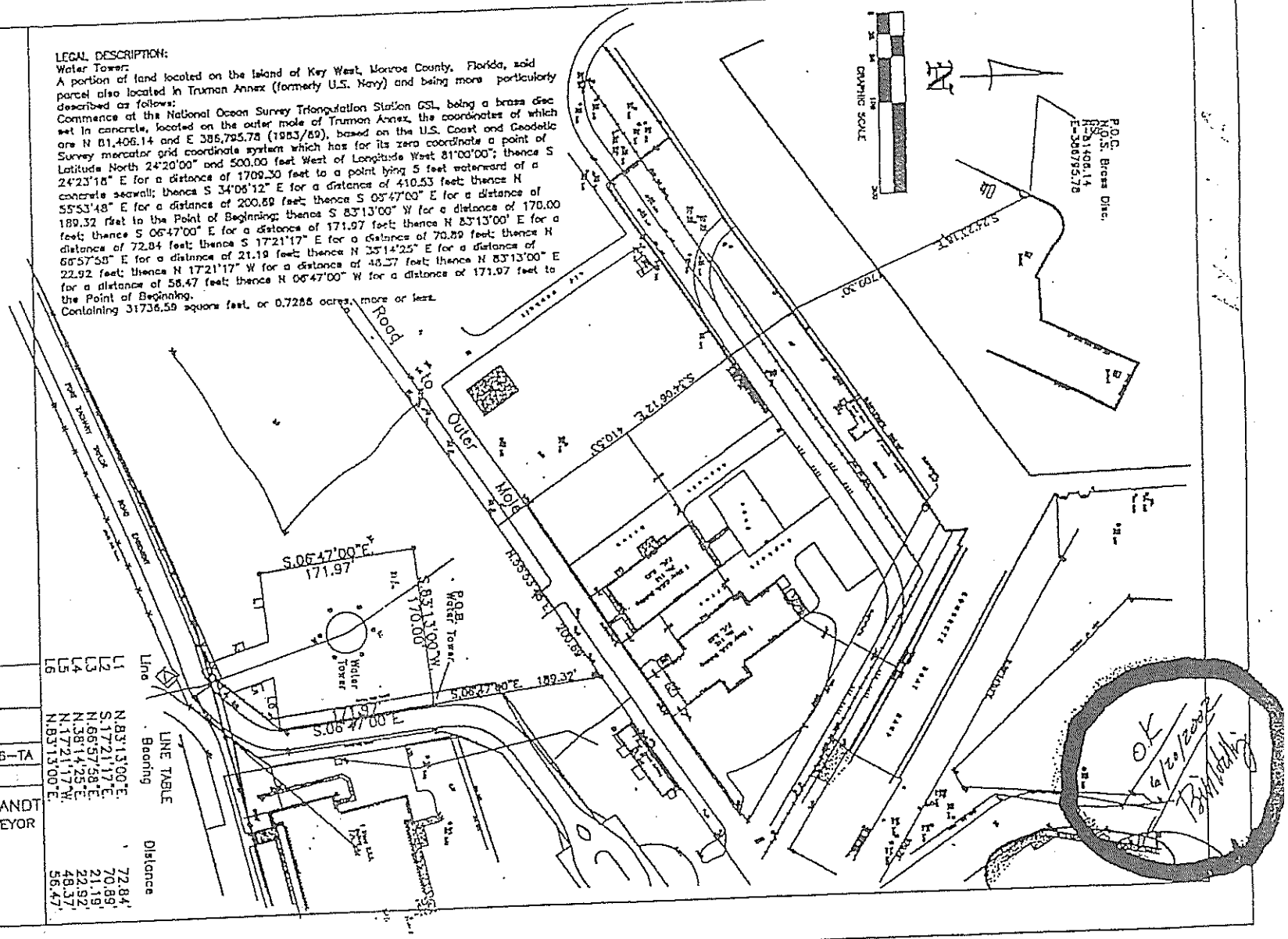
NOT VA LESS EMBOSSED WITH RAISED SEAL & SIGNATURE

City of Key West (U.S. Navy Aquisition) Grinnell Street & Trumbo Road, Key West, FL. 33040			
BOUNDARY SURVEY			Dwg. No.: 00-143
Scale 1"=40'	Ref. 1331-82	Flood Zone No. 1318 H Flood Zone: AE-VE	Dwn. by F.H.H. Flood Elev. 7'-12'
Date 3/2/00			
REVISIONS AND/OR ADDITIONS			
6/13/00 revise survey			
C:\FHH\TTTTTTT\TRUMBOP.SKD			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3152 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

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 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 1709.30 feet to a point lying 5 feet waterward of a concrete seawall; thence S 34°06'12" E for a distance of 410.53 feet; thence N 55°53'48" E for a distance of 200.89 feet; thence S 05°47'00" E for a distance of 189.32 feet to the Point of Beginning; thence S 83°13'00" W 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 66°57'58" E for a distance of 21.19 feet; thence N 35°14'25" E for a distance of 22.92 feet; thence N 17°21'17" W for a distance of 48.37 feet; thence N 83°13'00" E for a distance of 56.47 feet; thence N 06°47'00" W for a distance of 171.97 feet to the Point of Beginning.
Containing 31736.59 square feet, or 0.7288 acres, more or less.



1/22/02: New Water Tank Easement

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

Water Tank Easement

Scale: 1"=100' | Dwn No.: 00-516-TA
Date: 1/22/02

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

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

EXHIBIT "B"

FILE #1338204
BK#1839 PG#525

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

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 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, restart 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.

[illegible] 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, which 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, licencees, 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 [illegible] 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.

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

LIST OF EXHIBITS

A. Property Boundary Survey with Legal Description

A-1 Trumbo Road Boundary Survey with Legal Description

B. Truman Harbor Area Development Zone, Boat Ramp Area, East Quay Berthing Area and East Quay Wall Area

C. Trumbo Road Restricted Development Zone

D. Access Road Easements

E. Access Road Easement, Eaton Street Extension

F. Access Road Easement to Trumbo Road

G. Water Tower Parcel Easement

H. Electrical Line Easement

I. Sanitary Sewer Line Easement

J. Communication Line Easement

K. Storm Water Easement

L. Potable Water Line Easement

M. Fuel Line Easement

N. Sanitary Sewer Line easement- Trumbo Road

O. Development Plan Submission Criteria

P-P-1. Restricted Area (Land Use Controls)

Q. Hazardous Substance Notice

EFFECTIVE the _____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 #1 3 3 8 2 0 4
BK#1 8 3 9 PG#5 4 0

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_____

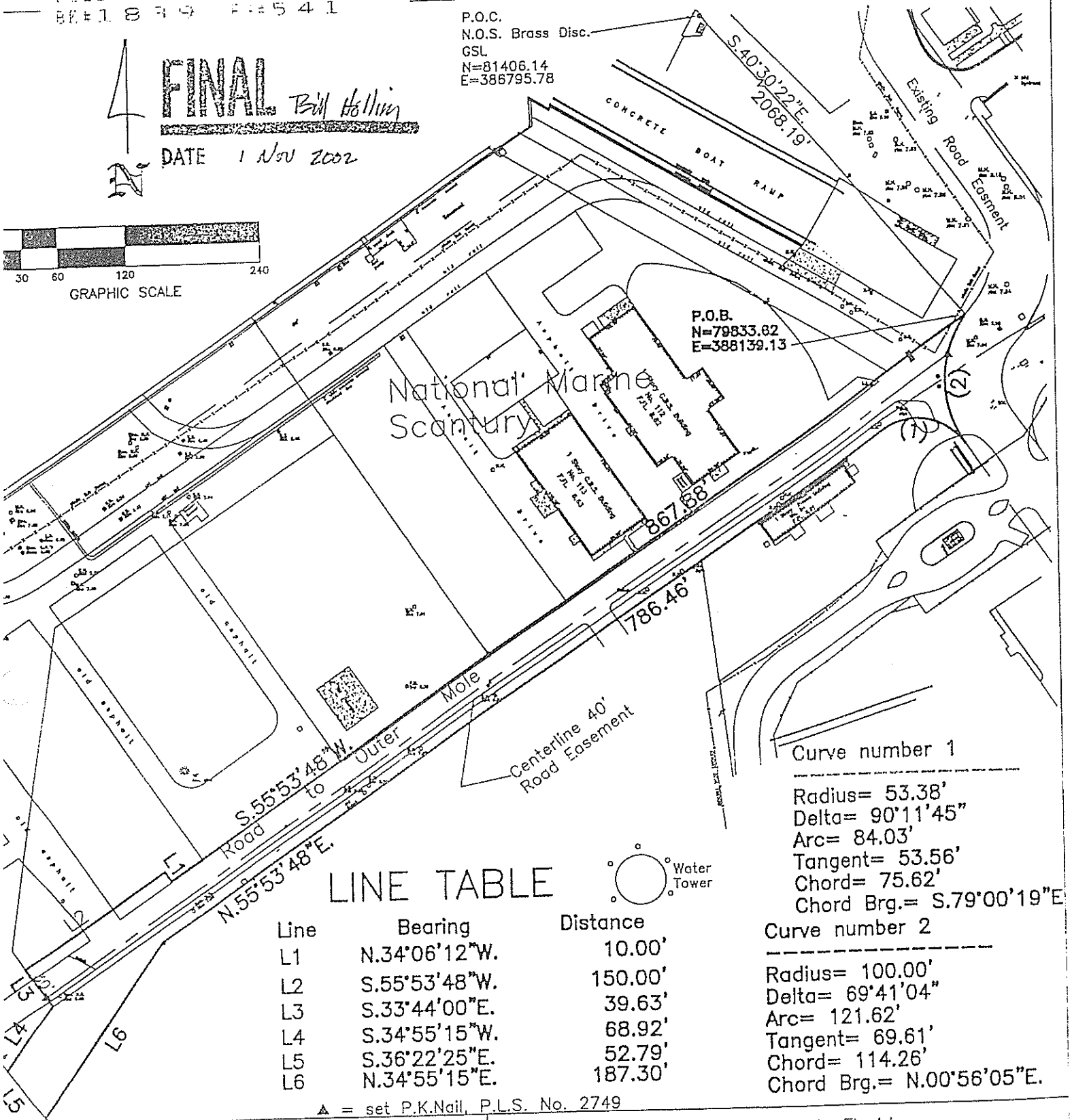
(OFFICIAL SEAL)

Attest _____

Title _____

FILE #1 3 3 8 2 0 4
BK#1 8 3 9 P#541

FINAL Bill Hollins
DATE 1 Nov 2002



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) 293-0466
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: 8/29/02
Job No.: 02-541
By: F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
ROAD EASEMENT
1.07 Acres

FILE #1338204
BK#1839 PG#542

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 beleif; 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

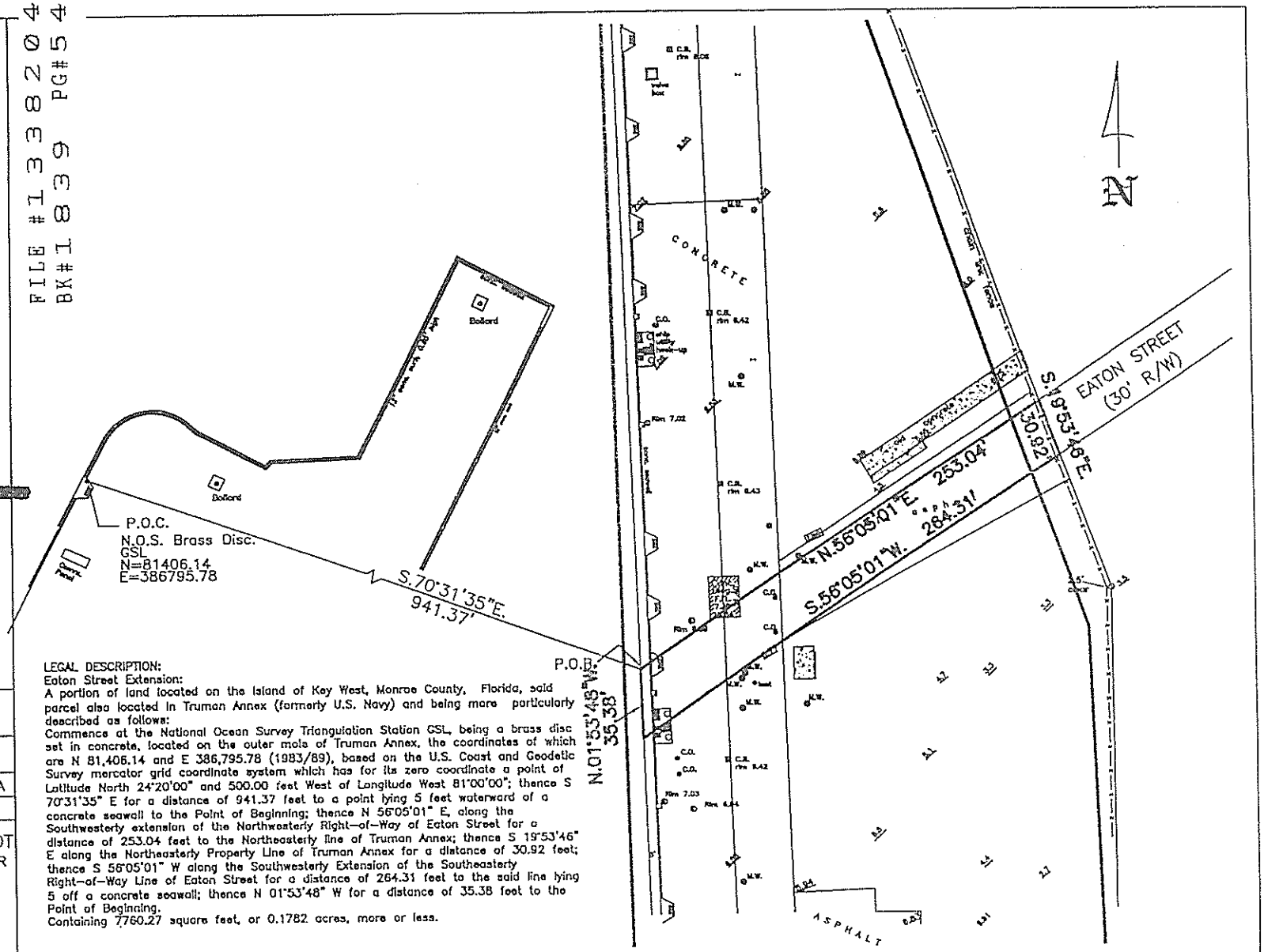
Scale: 1"=120'	Ref file	Dwg No: 02-541	
Date: 8/20/02		Dwn By: F.H.H.	

Sheet 2 of

FILE #1382043
BK#1839 PG#543

FINAL Bill Holling

DATE 1 NOV 2002



REDUCED SCALE

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

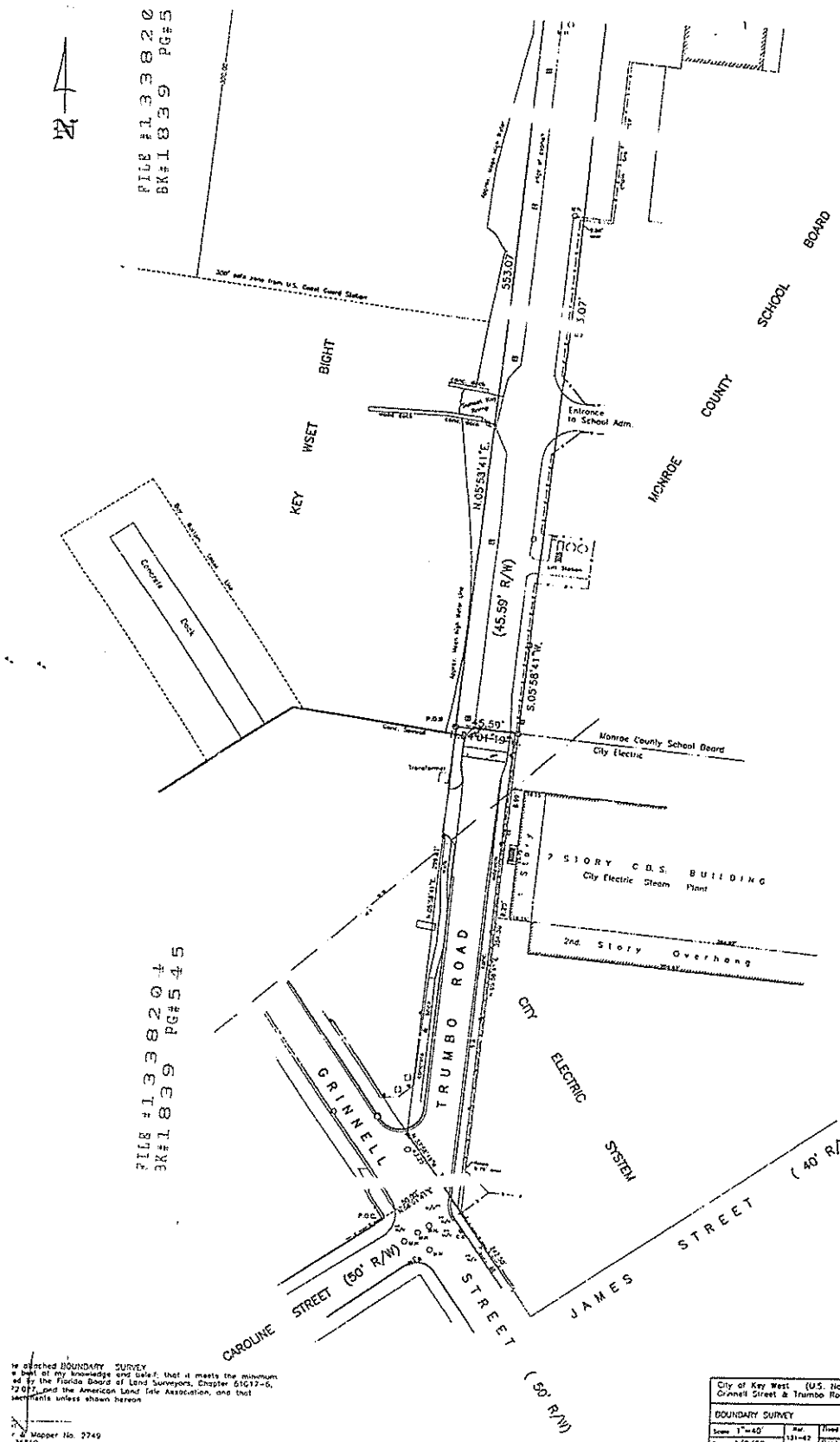
Eaton Street Extension

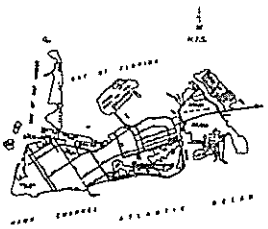
Scale: 1"=50'	Dwn No.: 00-516-TA
Date: 1/22/02	

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0468
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 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 70°31'35" E for a distance of 941.37 feet to a point lying 5 feet waterward of a concrete seawall to the Point of Beginning; thence N 56°05'01" E, along the Southwesterly extension of the Northwesterly Right-of-Way of Eaton Street for a distance of 253.04 feet to the Northeasterly line of Truman Annex; thence S 19°53'46" E along the Northeasterly Property Line of Truman Annex for a distance of 30.92 feet; thence S 56°05'01" W along the Southwesterly Extension of the Southeasterly Right-of-Way Line of Eaton Street for a distance of 264.31 feet to the said line lying 5 off a concrete seawall; thence N 01°53'48" W for a distance of 35.38 feet to the Point of Beginning.
Containing 7760.27 square feet, or 0.1782 acres, more or less.





LOCATION MAP

City of Key West & Stock Island

SURVEYOR'S NOTES:
North arrow based on State Plane Coor. System
Reference Bearing: State plane coord. system 83/89
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark 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	o/h	= Overhead
R/W	= Right-of-Way	u/g	= Underground
fd.	= Found	F.F.L.	= Finish Floor Elevation
p.	= Plat	L.B.	= Low Beam
m.	= Measured	conc.	= concrete
M.H.W.	= Mean High Water	I.P.	= Iron Pipe
O.R.	= Official Records	I.B.	= Iron Bar
N.T.S.	= Not to Scale	B	= Baseline
℄	= Centerline	C.B.	= Concrete Block
Elev.	= Elevation	C.B.S.	= Concrete Block Stucc
B.M.	= Bench Mark	cov'd.	= Covered
P.B.	= Plat Book	wd.	= Wood
pg.	= page	w.m.	= Water Meter
Elec.	= Electric	Bal.	= Balcony
Tel.	= Telephone	Pt.	= Planter
Ench.	= Encroachment	Hydt	= Fire Hydrant
O.L.	= On Line	F.W.	= Fire Well
C.L.F.	= Chain Link Fence	⊕	= concrete pole
A/C	= Air Conditioner	⊠	= wood utility pole
		+	= fire hydrant
		⊞	= water valve
		B/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 56°01'41" E along the Extension of the Northwesterly Right-of-Way Line of Caroline Street for 50.00 feet to the Northwesterly Extension of the Northeasterly Right-of-Way line of Grinnell Street; thence N 33°58'19" W along the said Northwesterly extension of the Northeasterly Right-of-Way Line of Grinnell Street for 43.25 feet; thence N 05°58'41" E for 299.87 feet to the Point of Beginning; thence continue N 05°58'41" E for 553.07 feet to the Southeasterly Property line of the U.S. Coast Guard Station, Key West; thence S 84°01'19" E along the said Southeasterly Property line of the U.S. Coast Guard Station, Key West for 45.59 feet; thence S 05°58'41" 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 25,214.46 Square Feet, or 0.5788 Acres, more or less.

...e attached BOUNDARY SURVEY
...e best of my knowledge and belief, that it meets the minimum ...ed by the Florida Board of Land Surveyors, Chapter 61G17-6, ...2017, and the American Land Title Association, and that ...ecrements unless shown hereon

...r & Mapper No. 2749
...36810

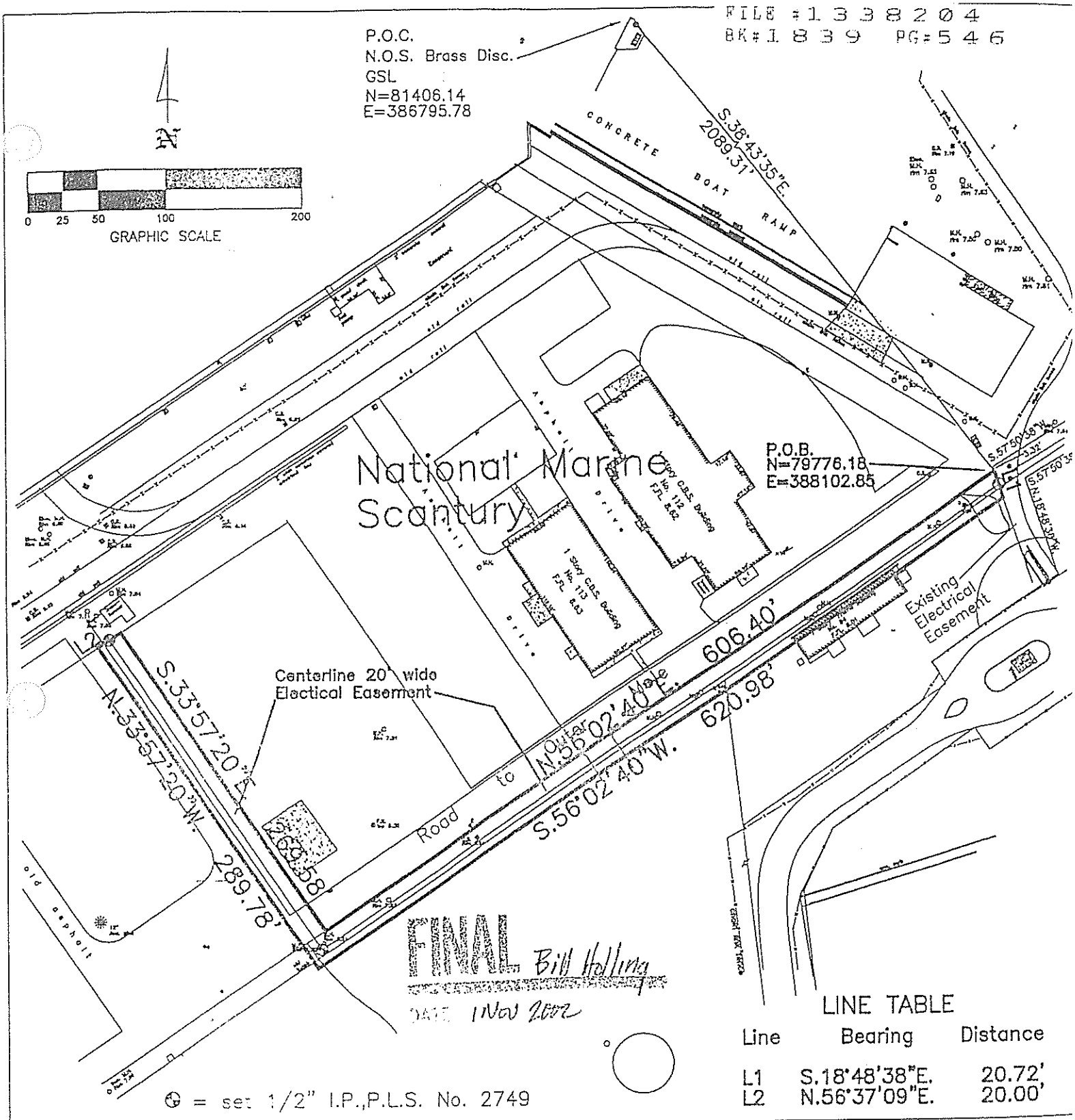
City of Key West (U.S. Navy Aquisition)
Grinnell Street & Trumbo Road, Key West, Fl. 33040

BOUNDARY SURVEY			Dwn No. 00-143
Scale 1"=40'	Ref. 131-42	Fixed point No. 1715 H	Dwn. By F.H.H.
Date 3/2/00		Fixed Zone NC-VE	Fixed Elev. 7.10
REVISIONS AND/OR ADDITIONS			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3100 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0464

FILE #1338204
BK#1839 PG#546



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. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-1968
Fax. (305) [illegible]

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'
Date: 8/20/02
Job No.: 02-541
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 beleif; 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

[illegible]
Suite [illegible]
Key West, [illegible]
(305) [illegible]
Fax [illegible]

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

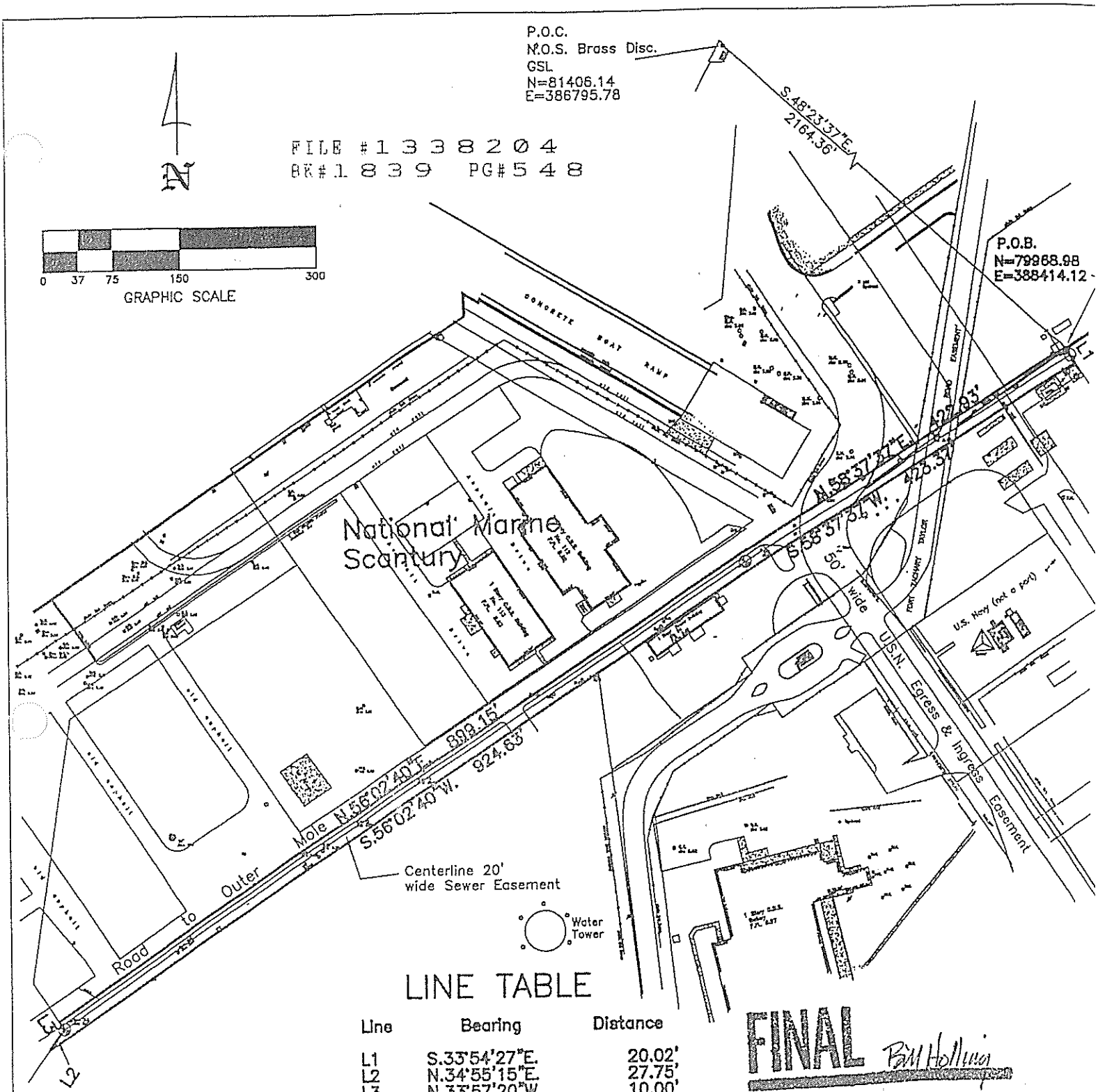
Electrical Easement – 0.41 Ac.

REVISIONS AND/OR ADDITIONS
8/29/02: Correct L.D.

Scale: 1"=100'
Job No. 02-541
Date: 8/20/02
By: FHH

Sheet 2 of 2

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'

FINAL Bill Hollins

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 #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 beleif; 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. 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

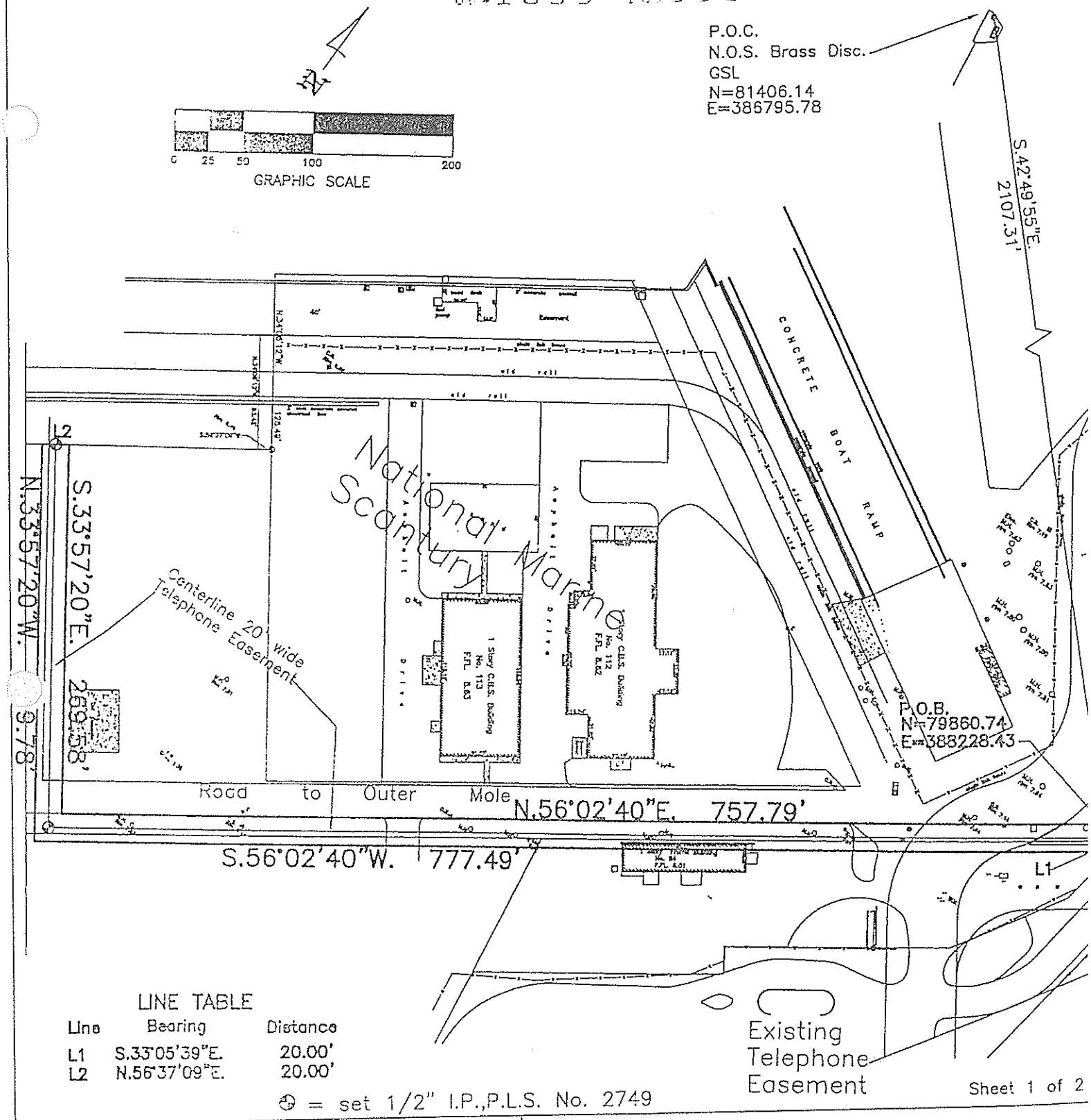
Truman Annex, NAF Key West, Florida
Key West, Florida 33040

Sewer Easement - 0.62 Ac.

REVISIONS AND/OR ADDITIONS
8/29/02: Correct L.D.

Scale: 1"=150'	Ref. file	Dwn No.: 02-541
Date: 8/20/02		Dwn. By: F.H.H.

FILE #1338204
BK#1839 PG#550



LINE TABLE

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

⊕ = set 1/2" I.P.,P.L.S. No. 2749

Sheet 1 of 2

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-1188
Fax (305) 294-0237

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

Telephone Easement – 0.48 Ac.

REVISIONS AND/OR ADDITIONS

FINAL

Scale: 1"=100'
Date: 8/20/02
Dwg. No.: 02-541
Dr. By: F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
TELEPHONE EASEMENT
0.48 Acres

FILE #1338204
BK#1839 PG#551

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 beleif; that it meets the minimu 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 & SIGNATU

Sheet 2 of 2

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR
[illegible] Drive
Suite [illegible]
Key West [illegible] 33040
[illegible]
[illegible]

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

Telephone Easement – 0.48 Ac.

REVISIONS AND/OR ADDITIONS

Scale: 1"=100'
Dwg No: 02-541
Date: [illegible]/20/0[illegible]
By: F.H.H

FILE #1 [illegible] 04
BK#1 8 [illegible] 552

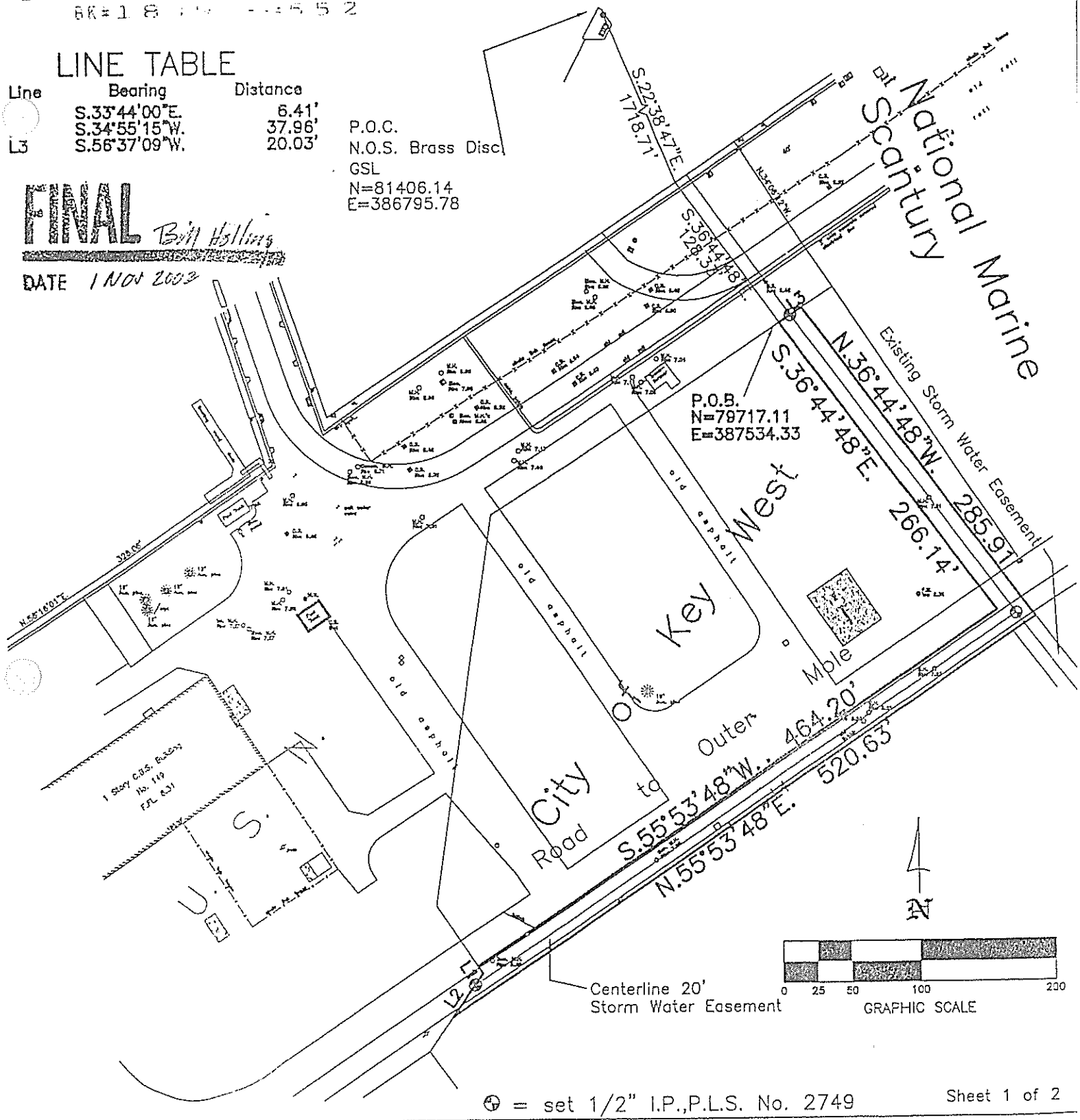
LINE TABLE

Line	Bearing	Distance
	S.33°44'00"E.	6.41'
	S.34°55'15"W.	37.96'
L3	S.56°37'09"W.	20.03'

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

FINAL Bill Holling

DATE 1 Nov 2002



⊕ = set 1/2" I.P.,P.L.S. No. 2749

Sheet 1 of 2

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-[illegible]
Fax. (305) [illegible]

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'

02-541

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

FILE #1338204
BK#1839 PG#553

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

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-[illegible]
Fax (305) [illegible]

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'
Job No. 02-541

FILE #1383204 BK#1839 PG#554

NAL Bill Hellmann

: 1 Nov 2002

2: correct legal description
'02: correct legal description
'02: Revise legal description
01: Revise Legal Description

N. KEY WEST, FLORIDA
nan Annex

able Water Easement

1"=200'	Dwn No.: 00-516-TA
12/12/00	

DERICK H. HILDEBRANDT
GINEER PLANNER SURVEYOR

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

100% OK Bill Hellmann 9-14-02

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 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 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.25°15'11"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 distanceof 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 cord 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 239.50 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.55°44'16"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.

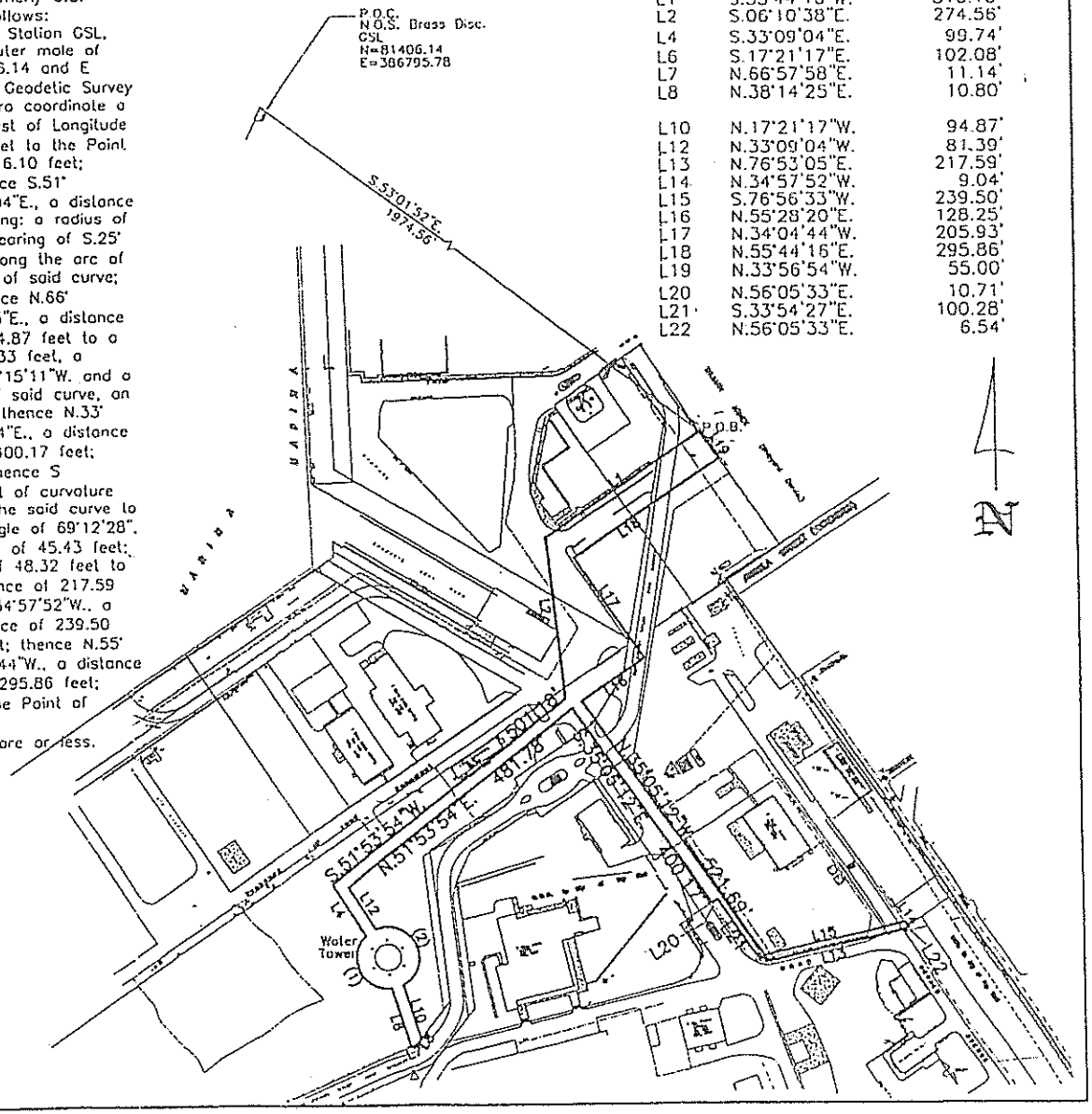
Curve number 1
Radius= 52.33'
Delta= 142°10'14"
Arc= 129.85'
Tangent= 152.72'
Chord= 99.01'
Chord Brg.= S.25°15'11"E.

Curve number 2
Radius= 52.33'
Delta= 173°45'47"
Arc= 158.70'
Tangent= 960.52'
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 TABLE

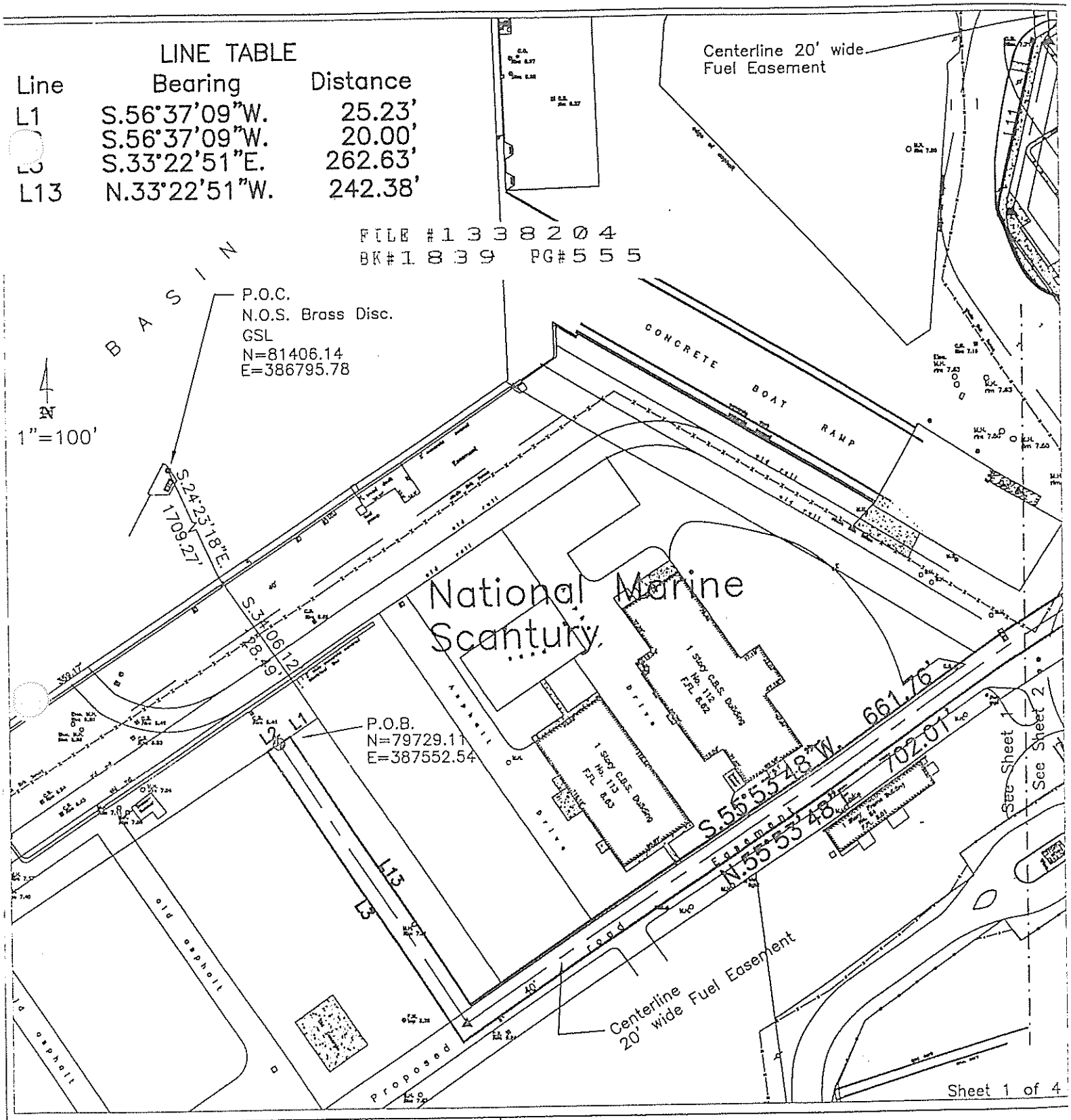
Line	Bearing	Distance
L1	S.55°44'16"W.	316.10'
L2	S.06°10'38"E.	274.56'
L4	S.33°09'04"E.	99.74'
L6	S.17°21'17"E.	102.08'
L7	N.66°57'58"E.	11.14'
L8	N.38°14'25"E.	10.80'
L10	N.17°21'17"W.	94.87'
L12	N.33°09'04"W.	81.39'
L13	N.76°53'05"E.	217.59'
L14	N.34°57'52"W.	9.04'
L15	S.76°56'33"W.	239.50'
L16	N.55°28'20"E.	128.25'
L17	N.34°04'44"W.	205.93'
L18	N.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'
[illegible]	S.56°37'09"W.	20.00'
L3	S.33°22'51"E.	262.63'
L13	N.33°22'51"W.	242.38'

FILE #1338204
BK#1839 PG#555



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

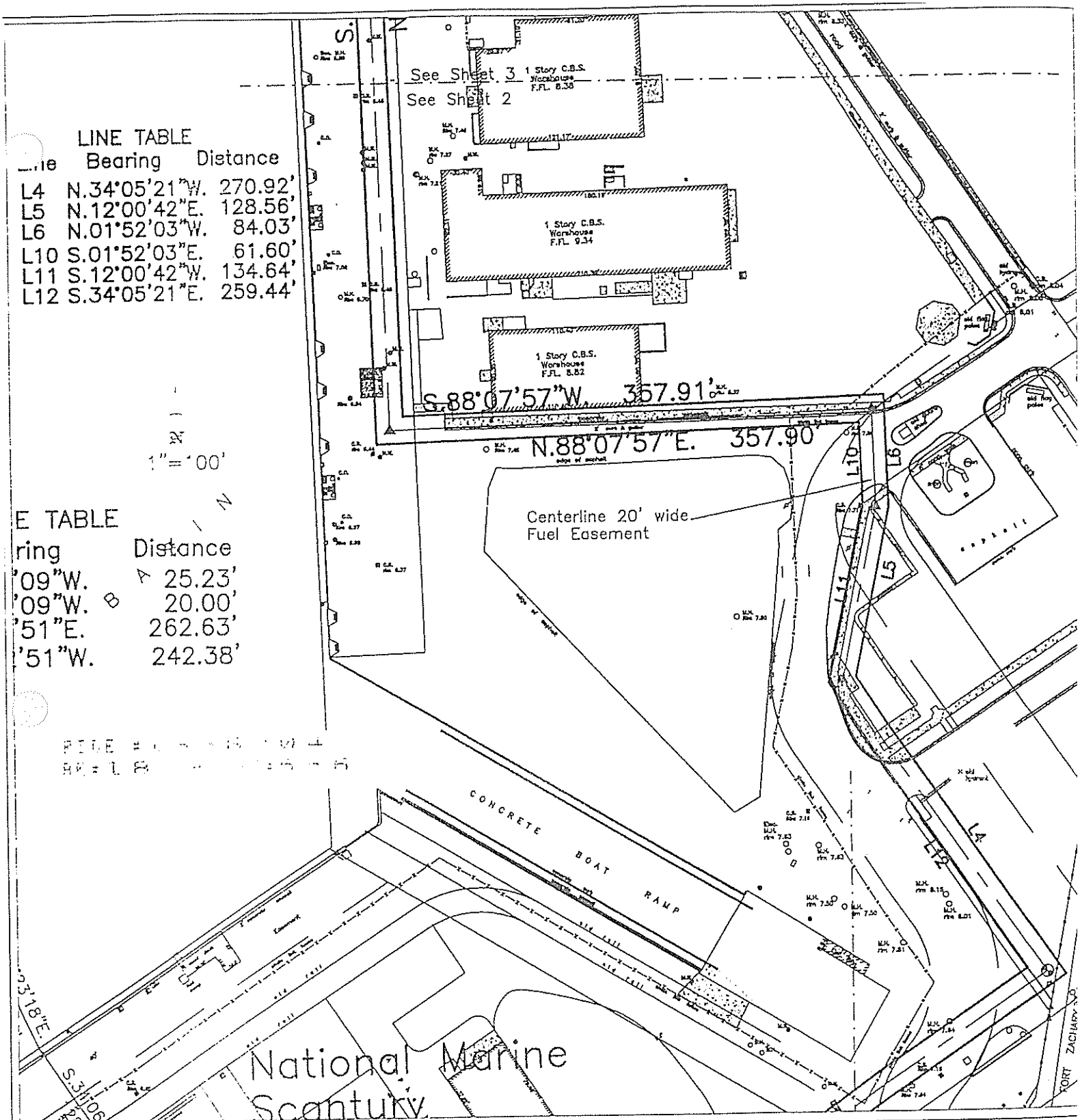
Fuel Line Easement – 1.27 Ac.

REVISIONS AND/OR ADDITIONS

8/29/02: add Line Table

FINAL

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'

1"=100'

E TABLE

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

Sheet 2 of

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-1466
Fax: 305 [illegible]-1237

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

Fuel Line Easement – 1.27 Ac.

REVISIONS AND/OR ADDITIONS

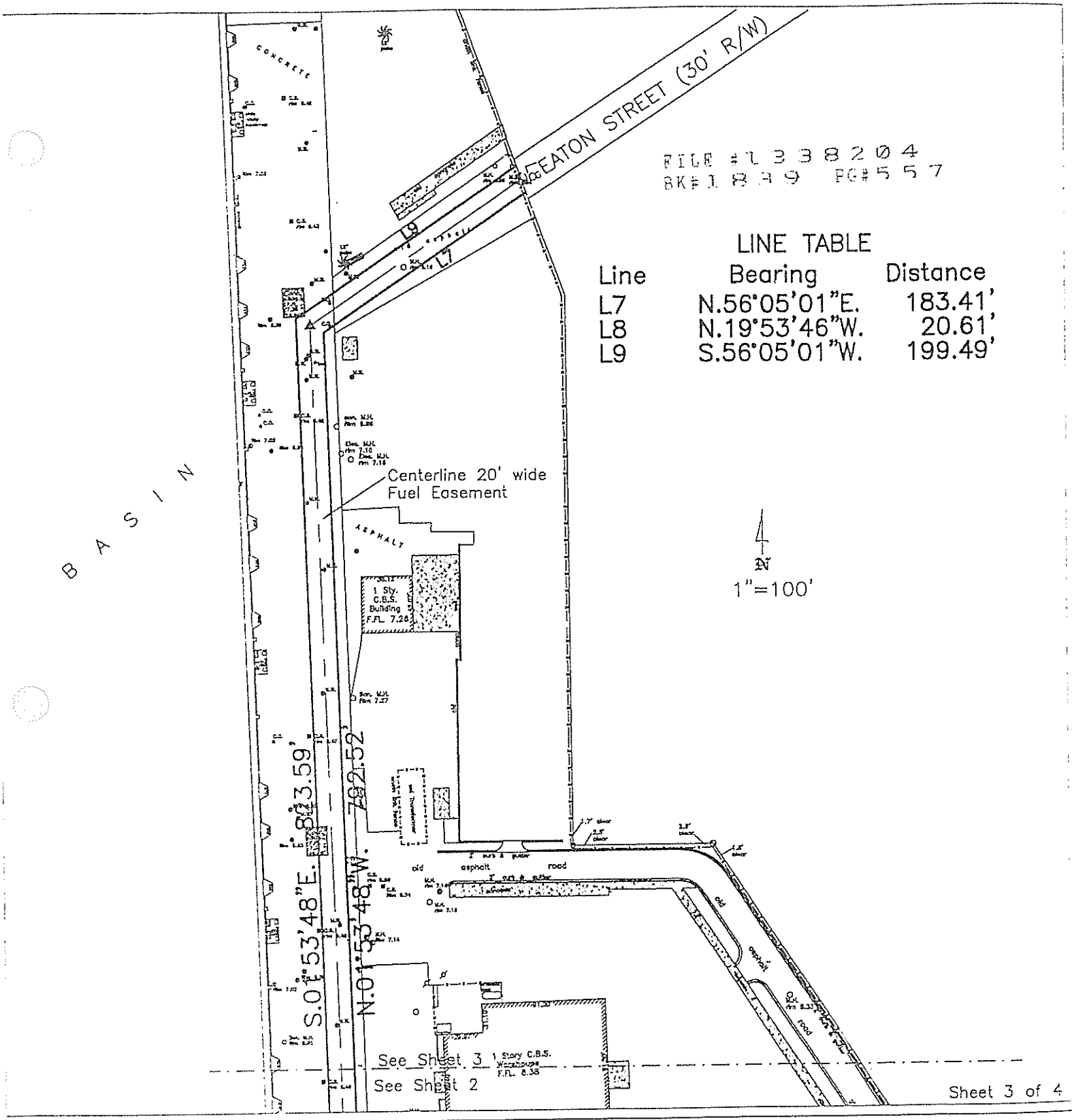
8/29/02: add Line Table

Scale: 1"=100'

Date: 8/20/02

Dwn No.: 02-541

By: F.H.H.



Sheet 3 of 4

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-[illegible]
Fax. (305) [illegible]

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'

Job No.: 02-541

Date: 8/20/02

F.H.H.

TRUMAN ANNEX
NAF KEY WEST, FLORIDA
FUEL LINE EASEMENT
1.27 Acres

FILE #1338204
BK#1839 PG#558

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 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 beleif; 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) 393-[illegible]
Fax 305 [illegible]

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'
Dwn No.: 02-541
Date: 8/20/02
By: F.H.H.

LEGAL DESCRIPTION: Sanitary Easement

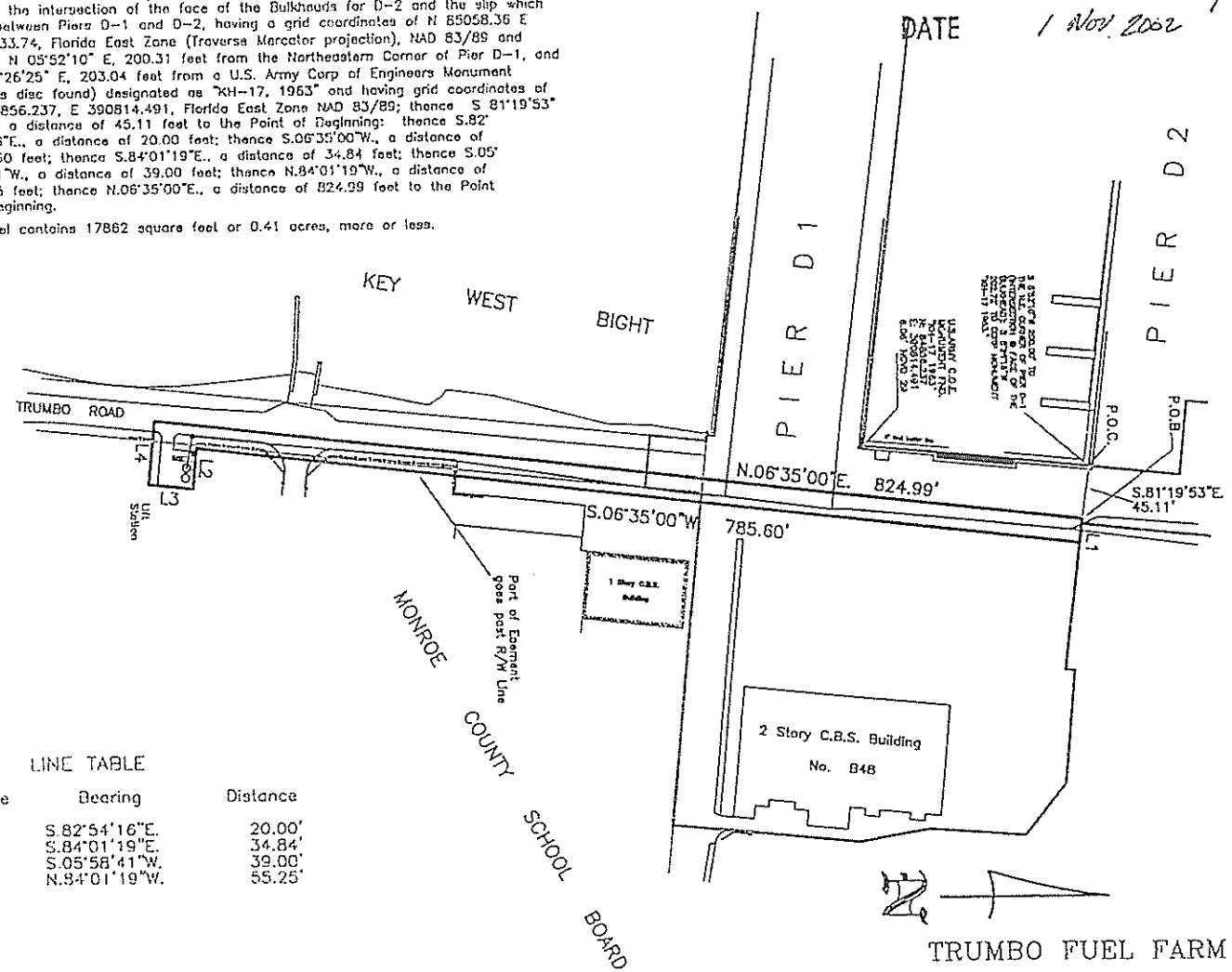
Prepared by Undersigned:

All of that tract or parcel of land lying and being in Section 30, Township 67 South, Range 25 East, Key West, Monroe County, Florida and being known as Piers D-1, D-2, & D-3, and adjacent lands, at Trumbo Point, of the United States Key West Naval Base Annex and being more particularly described as follows: Commence at a point which is the Southeasterly corner of Pier D-2, bring the intersection of the face of the Bulkheads for D-2 and the slip which lies between Piers D-1 and D-2, having a grid coordinates of N 85058.36 E 390833.74, Florida East Zone (Traverse Mercator projection), NAD 83/89 and being N 05°52'10" E, 200.31 feet from the Northeastern Corner of Pier D-1, and N 05°26'25" E, 203.04 feet from a U.S. Army Corp of Engineers Monument (brass disc found) designated as "KH-17, 1963" and having grid coordinates of N 84856.237, E 390814.491, Florida East Zone NAD 83/89; 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 39.00 feet; thence N.84°01'19"W., a distance of 55.25 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.

FINAL Bill Hollin

DATE 1 Nov. 2002



LINE TABLE

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.	39.00'
L4	N.84°01'19"W.	55.25'

REDUCED SCALE

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

Sanitary Easement

Scale: 1"=100' | Dwn No.: 00-516-TP

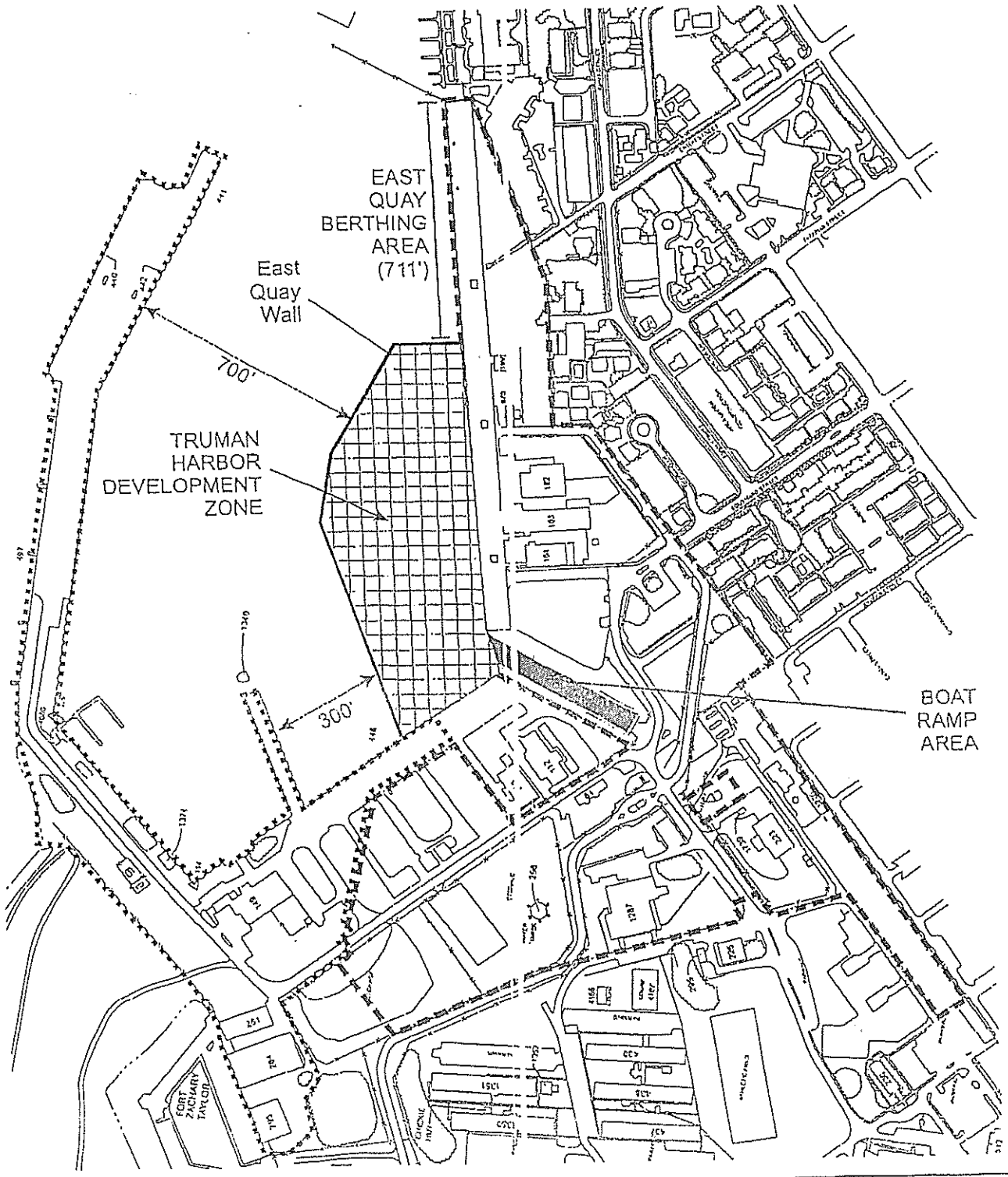
Date 12/17/00

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

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

FILE #1338204
BK#1839 PG#559

FILE #1338204
BK#1839 PG#560

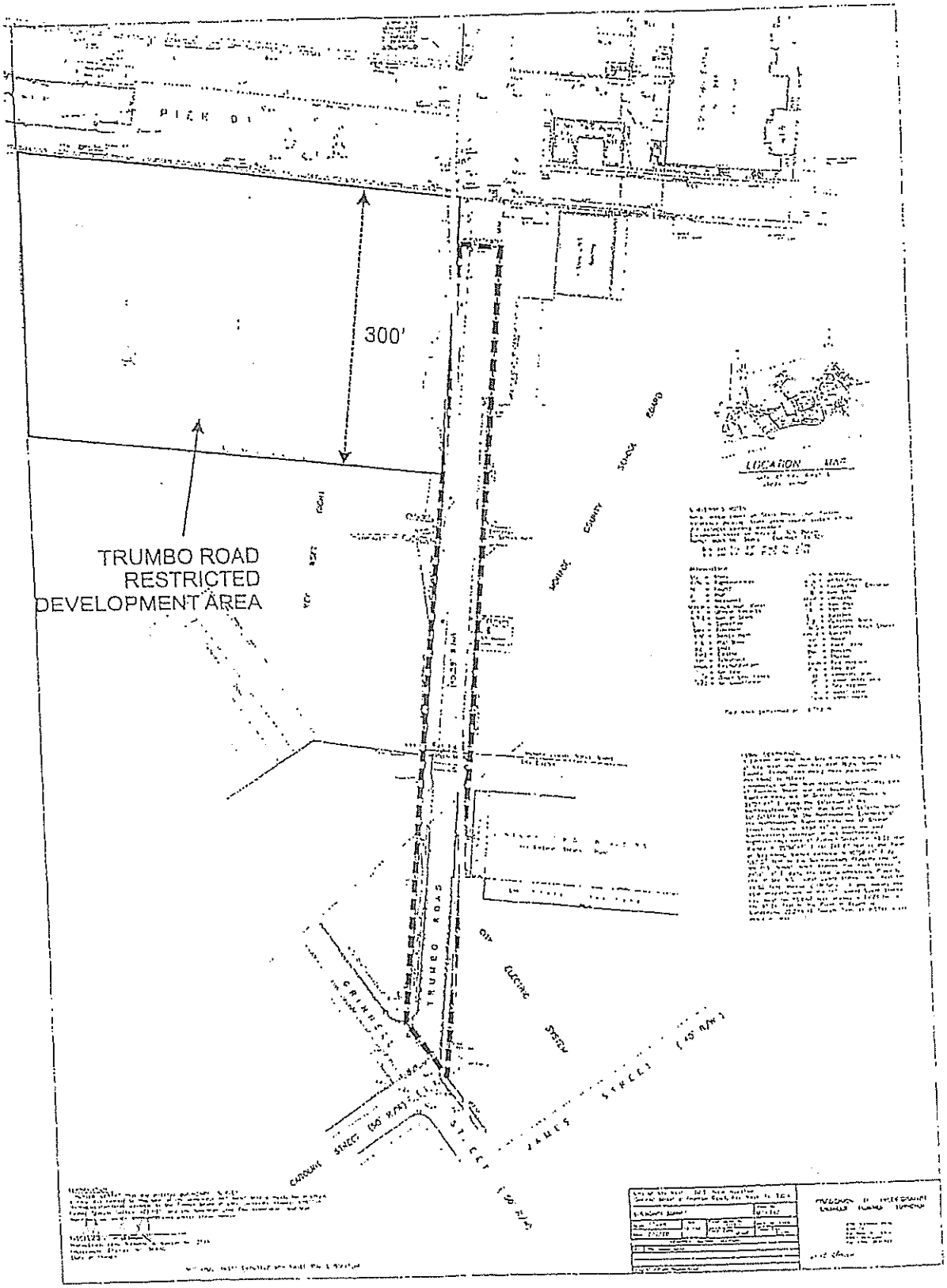


LEGEND

- 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 AGREEMEN
East Quay Berthing Area, Boat Ramp Area ar
Truman Harbor Development Zor

Exhibit



LEGEND

Proposed Economic Development Conveyance (EDC) Boundary

Trumbo Road Restricted Development Area

Exhibit
MEMORANDUM OF AGREEMEN
Trumbo Road Restricted Development Are

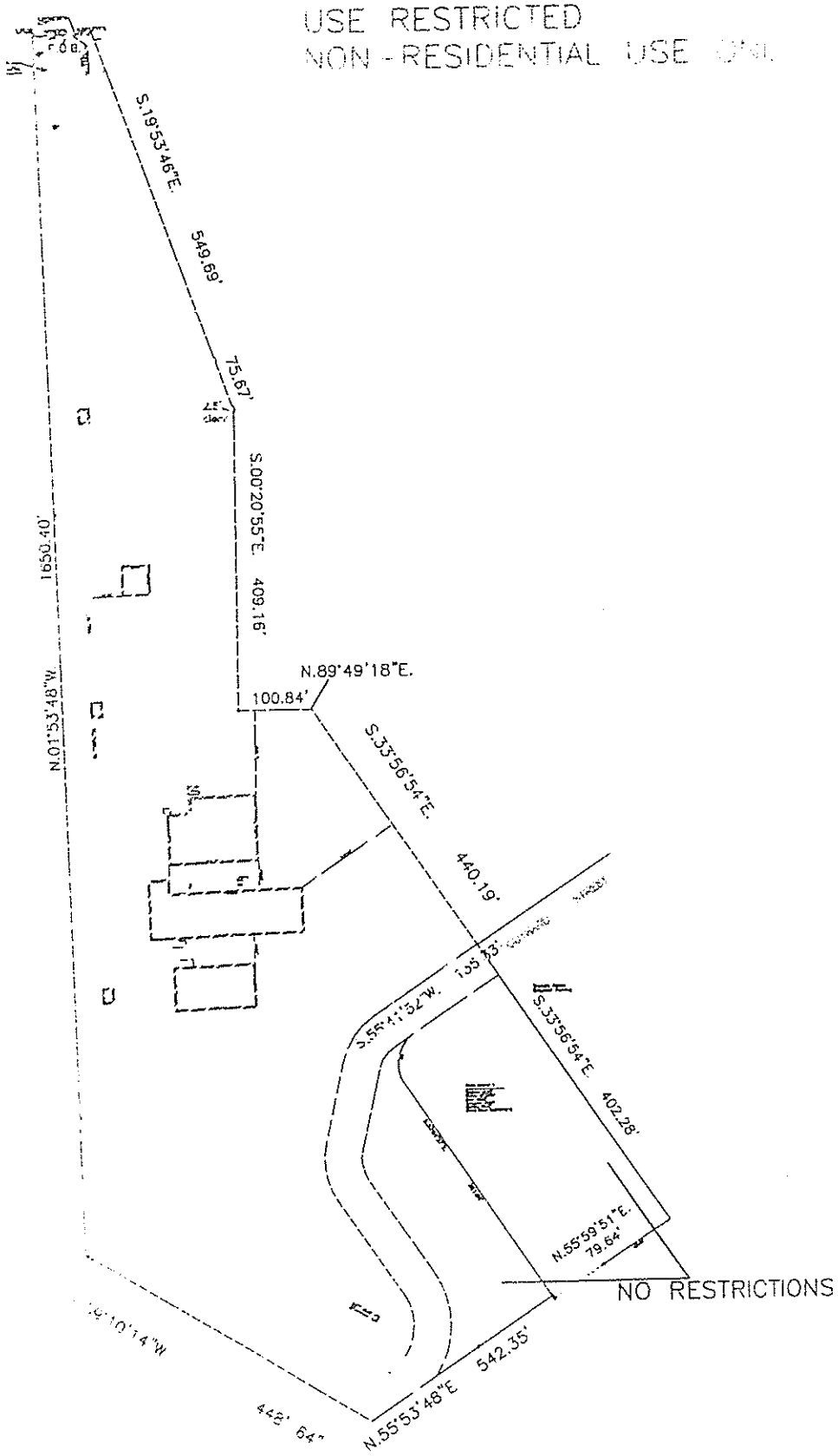
Source: United States Navy, May 1, 2002; The Curtis & Kimball Com

Key West EDC MOA Exhibit G

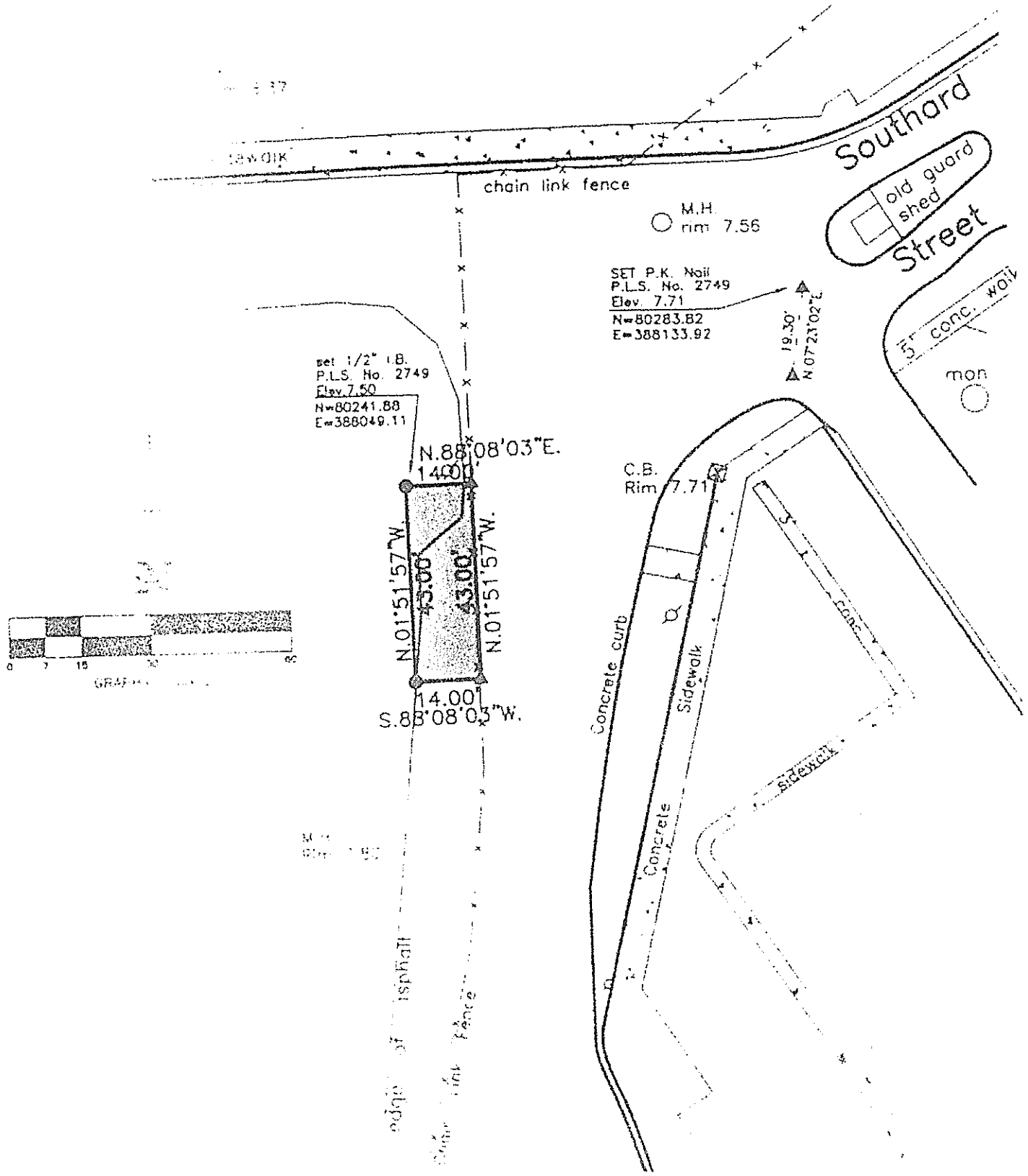
Development Plan Submission Criteria

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.

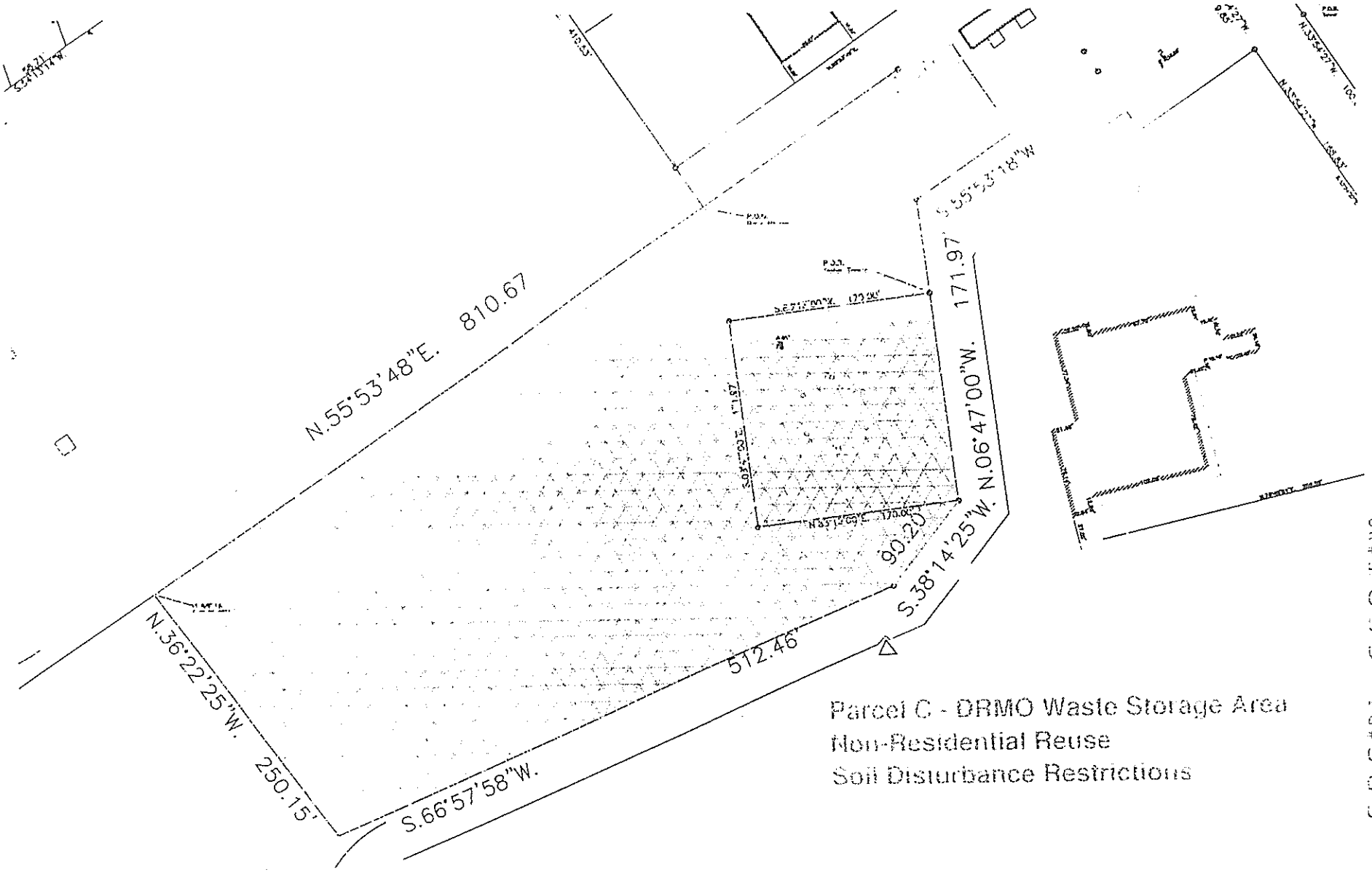
PARCEL E - DARK GREEN
SOIL AND GROUNDWATER
USE RESTRICTED
NON-RESIDENTIAL USE ONLY



FILE #1 3 3 8 2 0 4
BK#1 8 3 9 PG#5 6 4

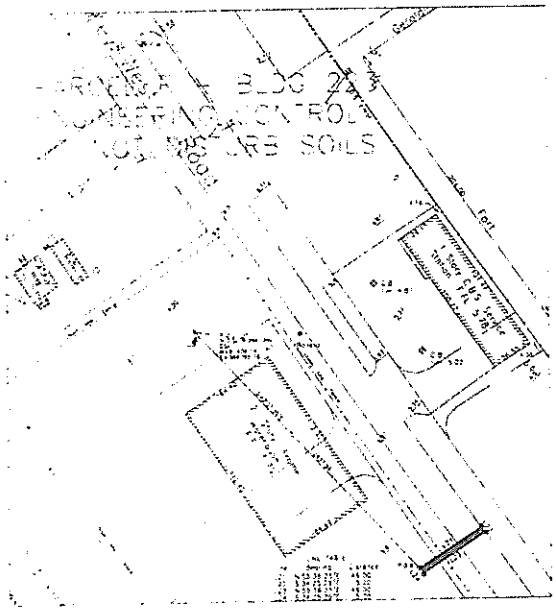


Prepared [illegible] Frederick [illegible] 1150 North [illegible] Key West [illegible]	[illegible] N.A.S. Key West, Florida [illegible] Boundary Map	Date. 6/5/00
		F.H.H. No. 00-257
		Scale: 1"=30'
		Dwn. By: F.H.H.
		Tetra Tech [illegible] 661 Anderson [illegible] Pittsburgh [illegible]



FILE #1338204
BK#1839 PG#565

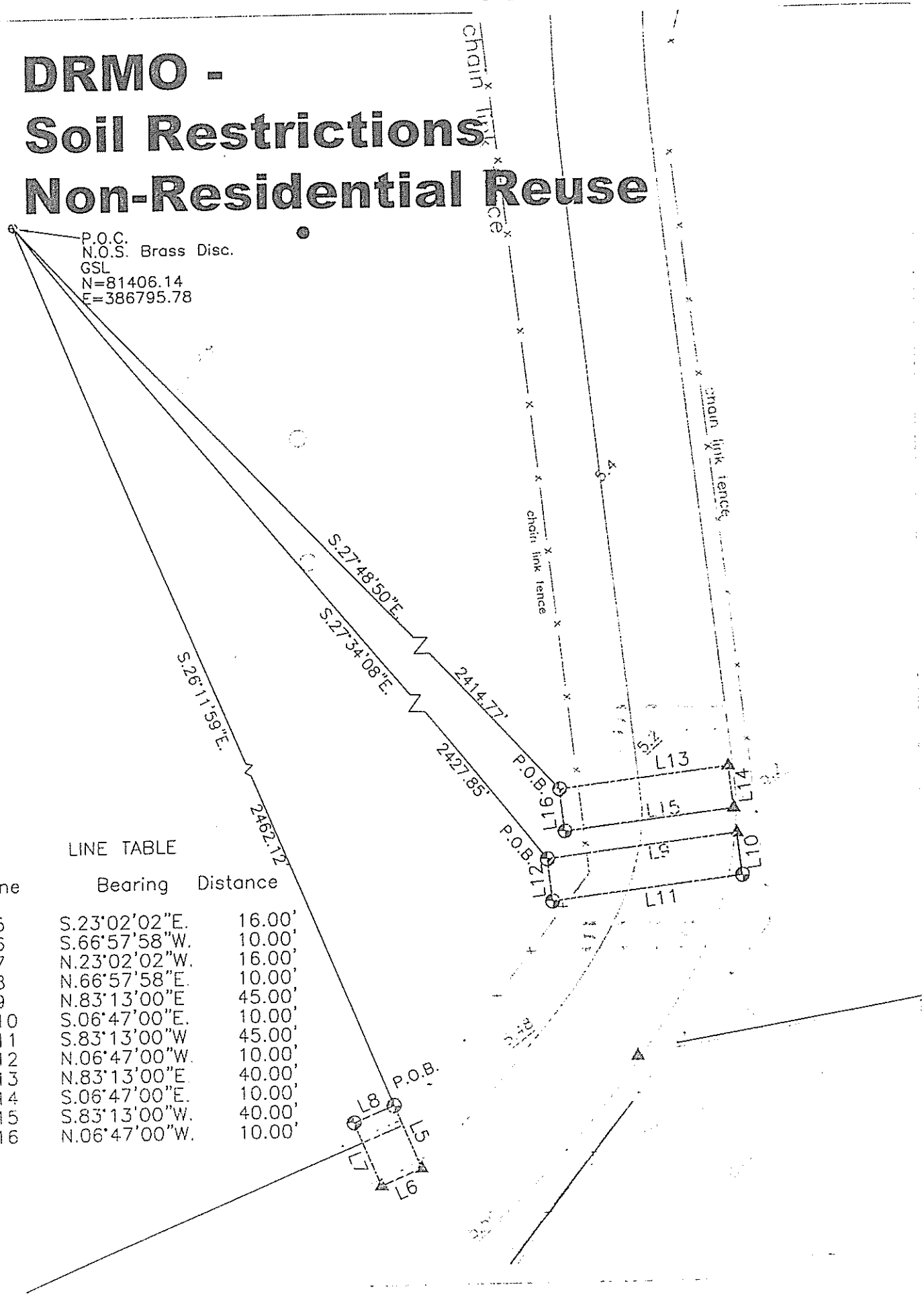
FILE #1338204
BK#1839 PG#566



Site B

FILE #1338204
BK#1839 PG#567

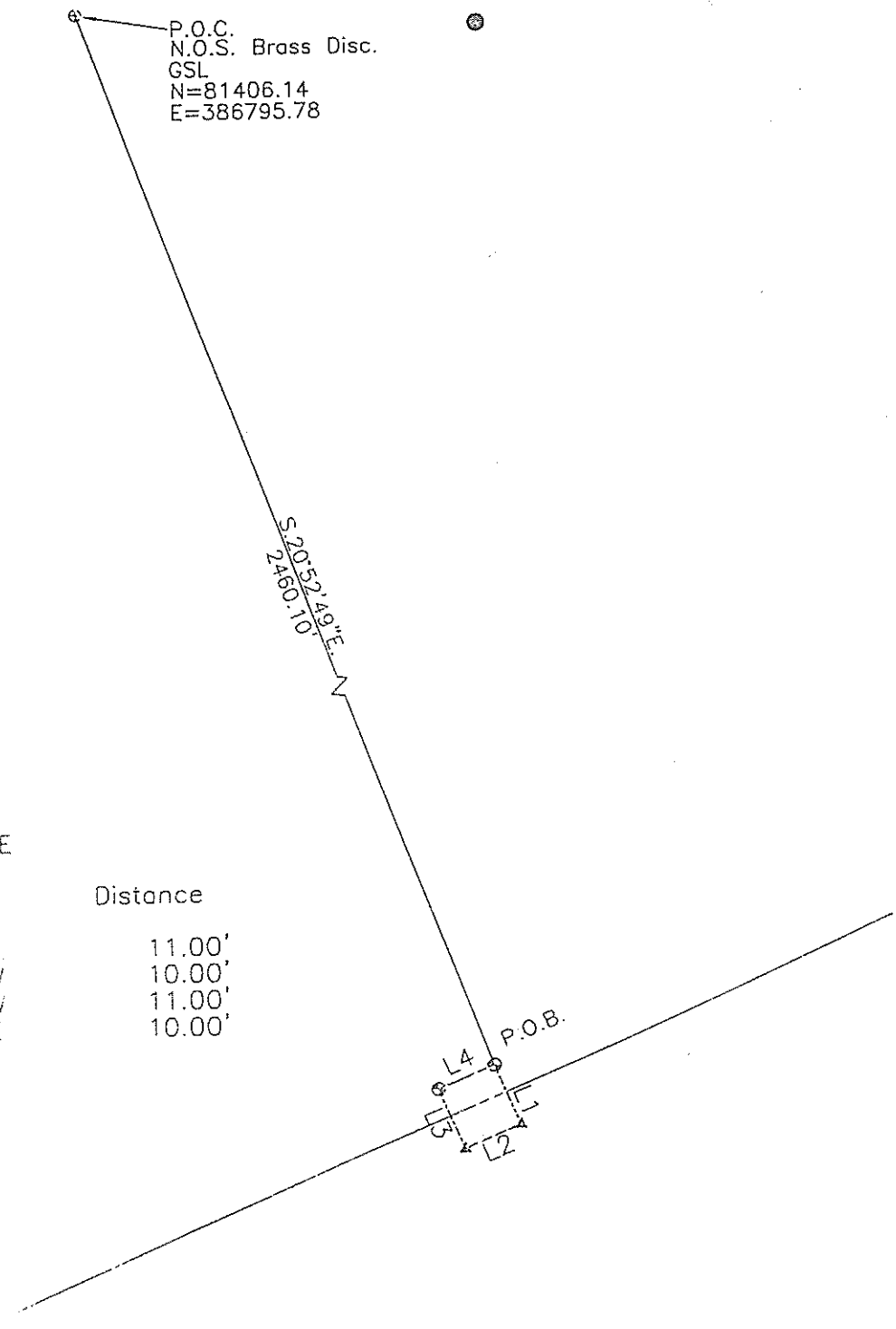
DRMO - Soil Restrictions Non-Residential Reuse



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'

D[illegible] Engineering Control
S[illegible]estrictions
N[illegible]sidential Reuse



LINE TABLE

Line	Bearing	Distance
L1	[illegible]2"E	11.00'
L2	[illegible]55"W	10.00'
L3	[illegible]2"W	11.00'
L4	[illegible]55"E	10.00'

DR[illegible] Engineering Control
Sc[illegible]strictions
No[illegible]idential Reuse

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'

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°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 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 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.

FILE #1382204
BK#1839 PG#572

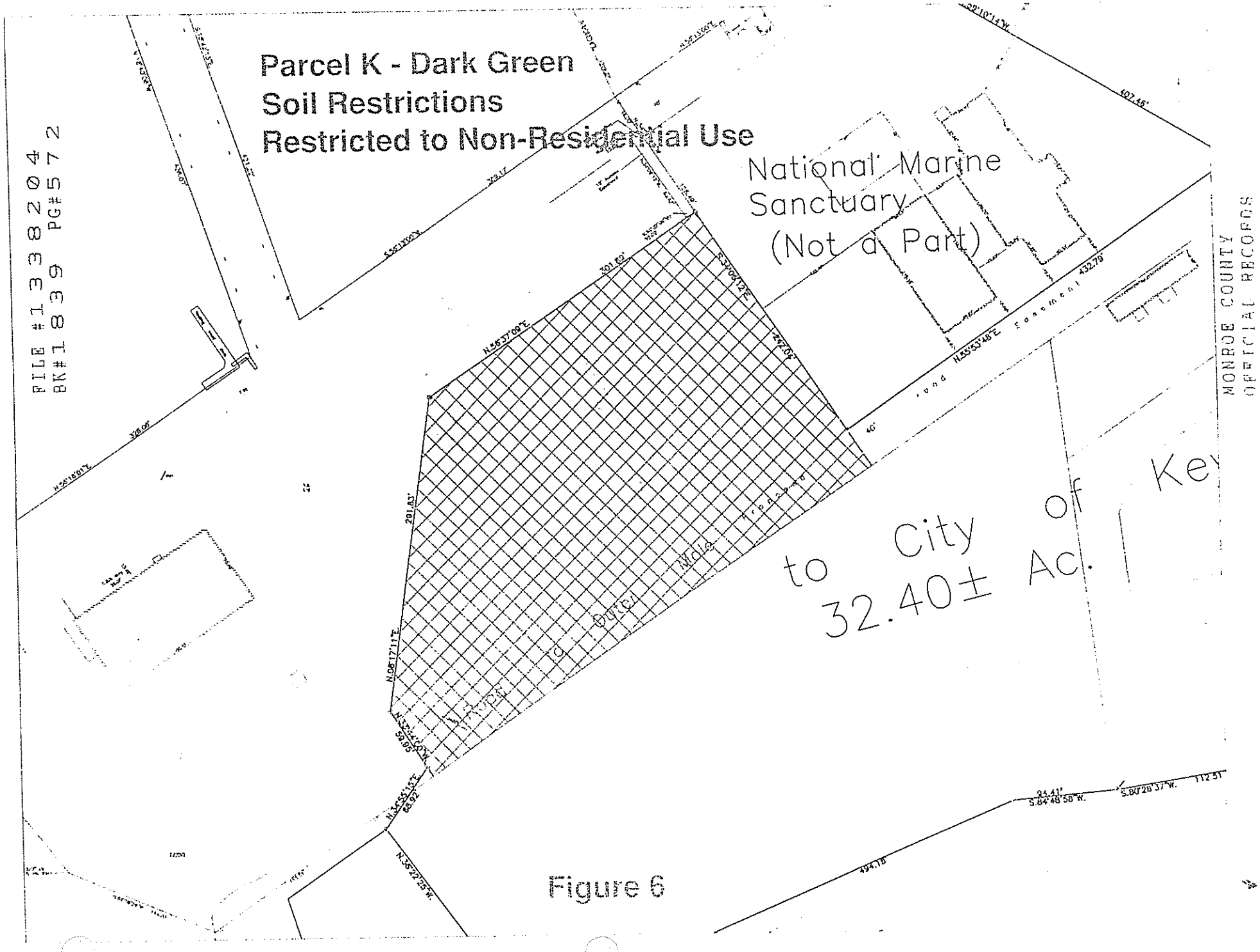


Figure 6

MONROE COUNTY
OFFICIAL RECORDS

City of Key West
Execution Version
11/19/02

MONROE COUNTY
OFFICIAL RECORDS

FILE #1338205
BK#1839 PG#573

RCD Dec 09 2002 09:42AM
DANNY L KOLHAGE, CLERK

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

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

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

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

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

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

Notice of Environmental Condition: For each hazardous substance stored by the Navy on the Property for one (1) year or more, or known to have been released or disposed of on the Property, Exhibit "B", 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 the Department of the Navy, 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).

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

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

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

3. Covenantor shall not hinder or prevent the United States 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 the Restricted Use Areas.

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

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

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

Right of Access: Covenantor, its successors and assigns, grants to FDEP 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. In non-emergency circumstances, FDEP shall give Covenantor, 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 Covenantor, 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. Covenantor agrees to comply with activities of the FDEP in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the FDEP.

The Parties agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of Covenantor, 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 Covenantor 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. Covenantor, on behalf of its successors and assigns, agrees to comply with FDEP in furtherance of these covenants.

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties execute this covenant.

Signed, sealed & delivered
in the presence of:

(signature of witness)

(print/type witness name)

(signature of witness)

(print/type witness name)

Covenantor: City of Key West, Florida

By: (signature)

Jimmy Weekley
(print/type name)

Title: Mayor
(print/type title)

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 FAIN INSURANCE, INC.

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

APPROVAL:

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

Signed, sealed & delivered in the presence of:

By: [signature]
(signature)

[signature]
(witness signature)

DOUGLAS A. JONES
(print/type name)

GAYLE LAMKIN
(type/print witness name)

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

Linda M. Frohock
(witness signature)

LINDA M. FROHOCK
(print/type witness name)

STATE OF FLORIDA)
COUNTY OF MONROE)

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

Vera D. Cobb
(print/type notary name)
My commission expires: 5/3/04

VERA D. COBB
MY COMMISSION # CC 933402
EXPIRES: May 3, 2004
Bonded Thru Notary Public Underwriters

03-78599.03

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°12'28", a chord bearing of N.68°30'41"W. and a chord length of 45.43 feet; thence along the arc of said curve, an arc length of 48.32 feet to the point of tangency of said curve; thence N.33°54'27"W., a distance of 100.28 feet; thence S.56°05'33"W., a distance of 74.40 feet; thence S.33°54'27"E., a distance of 57.76 feet to a point on a curve to the right, having: a radius of 39.21 feet, a central angle of 63°00'35", a chord bearing of S.23°43'00"W. and a chord length of 40.98 feet; thence along the arc of said curve, an arc length of 43.12 feet to the point of compound curvature of a curve to the right, having: a radius of 99.00 feet, a central angle of 21°35'34", a chord bearing of S.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 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)

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).

FOSL EX4

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

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, diphenylenimine	None	Undocumented	N/A	No further action (no receptors)
Dibenzofuran	132-64-9	2,2 biphenylene oxide, diphenylene oxide	None	Undocumented	N/A probable application	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	benz[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(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. Section 9620(h).

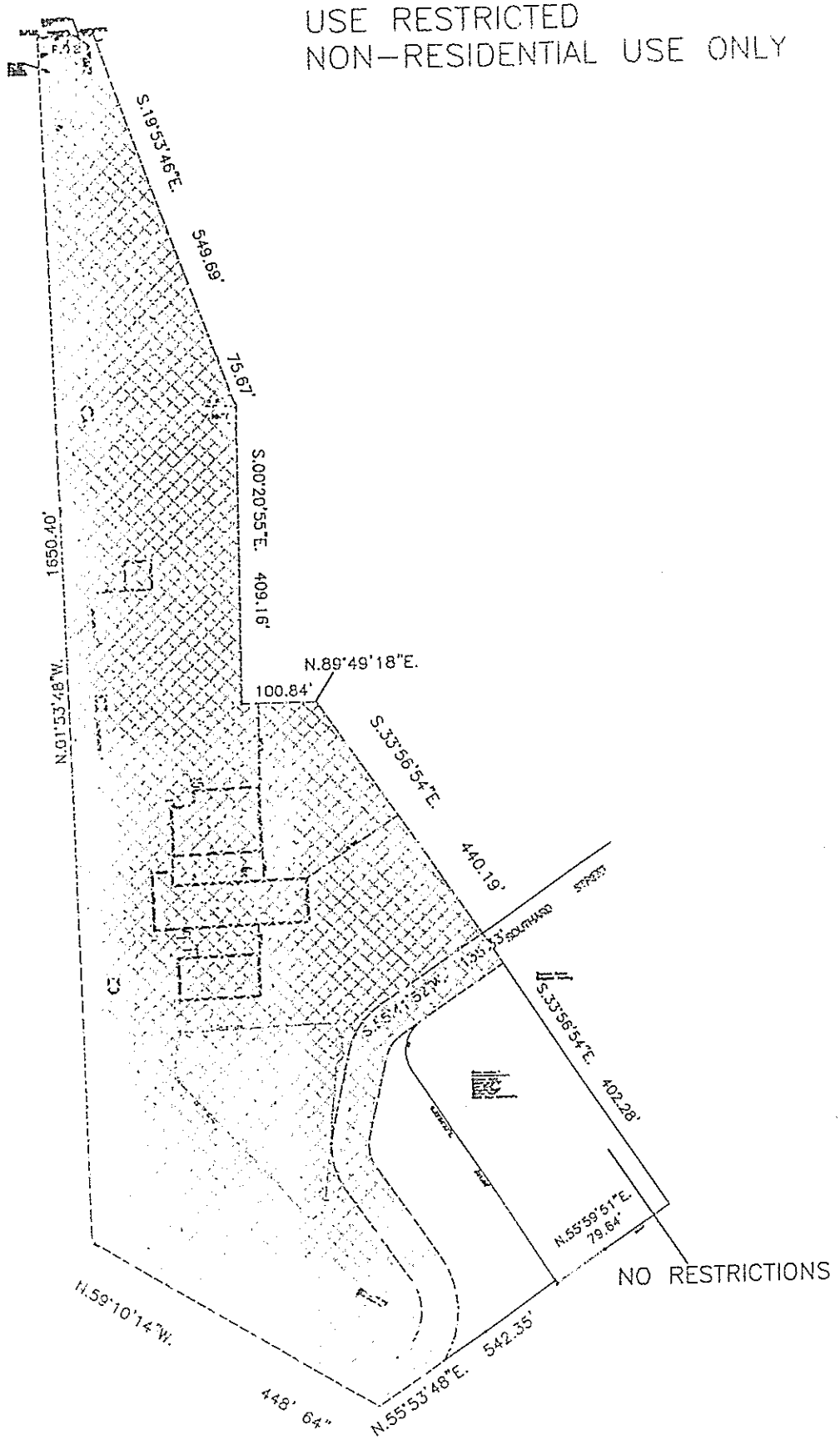
FOSL EX4

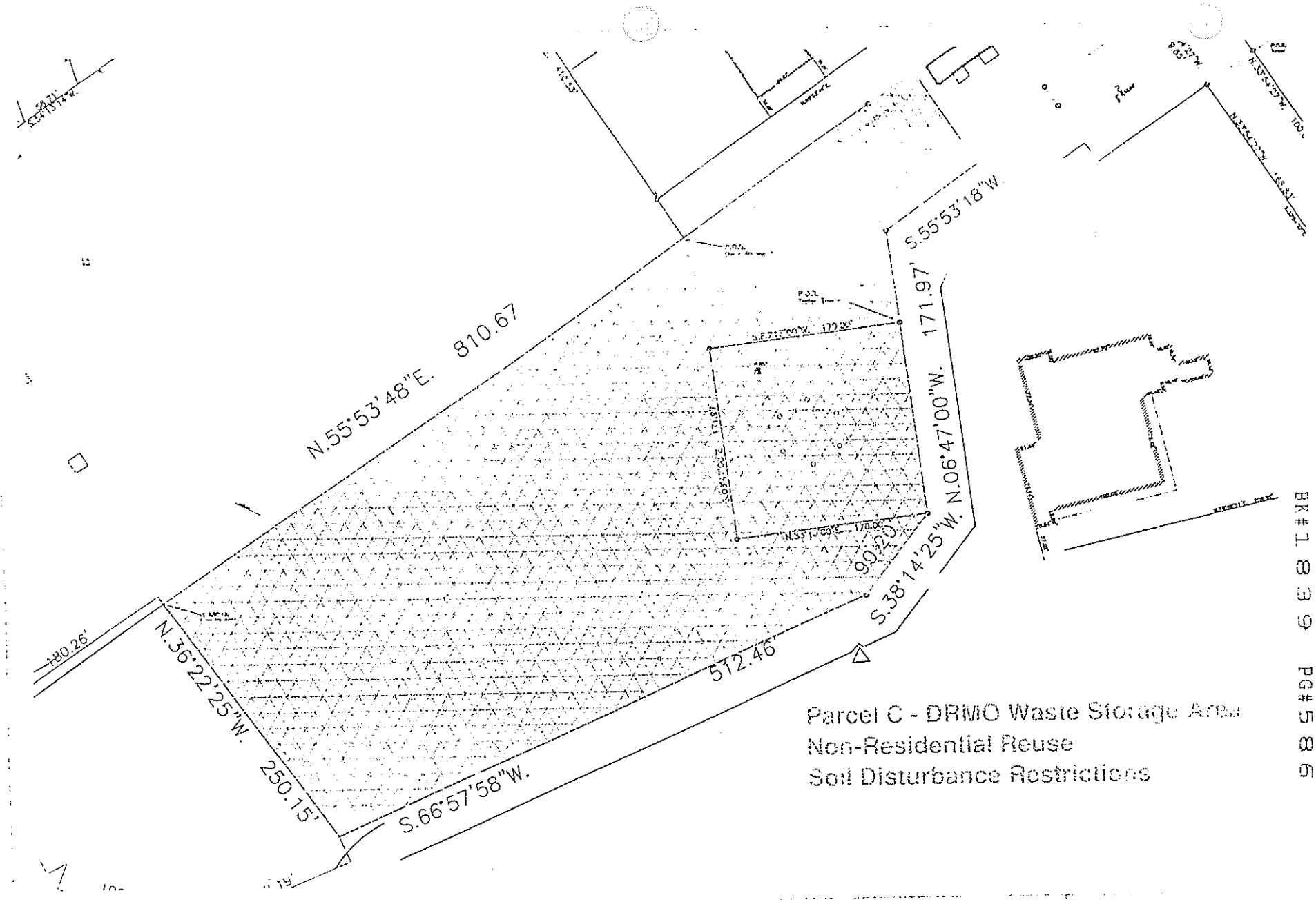
FILE #1 3 3 8 2 0 5
BK#1 8 3 9 PG#5 8 3

EXHIBIT C

FILE #1338205
BK#1839 PG#585

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



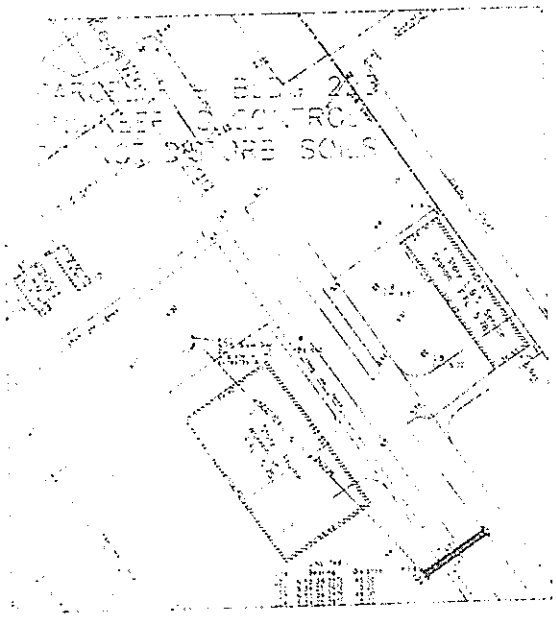


Parcel C - DRMO Waste Storage Area
Non-Residential Reuse
Soil Disturbance Restrictions

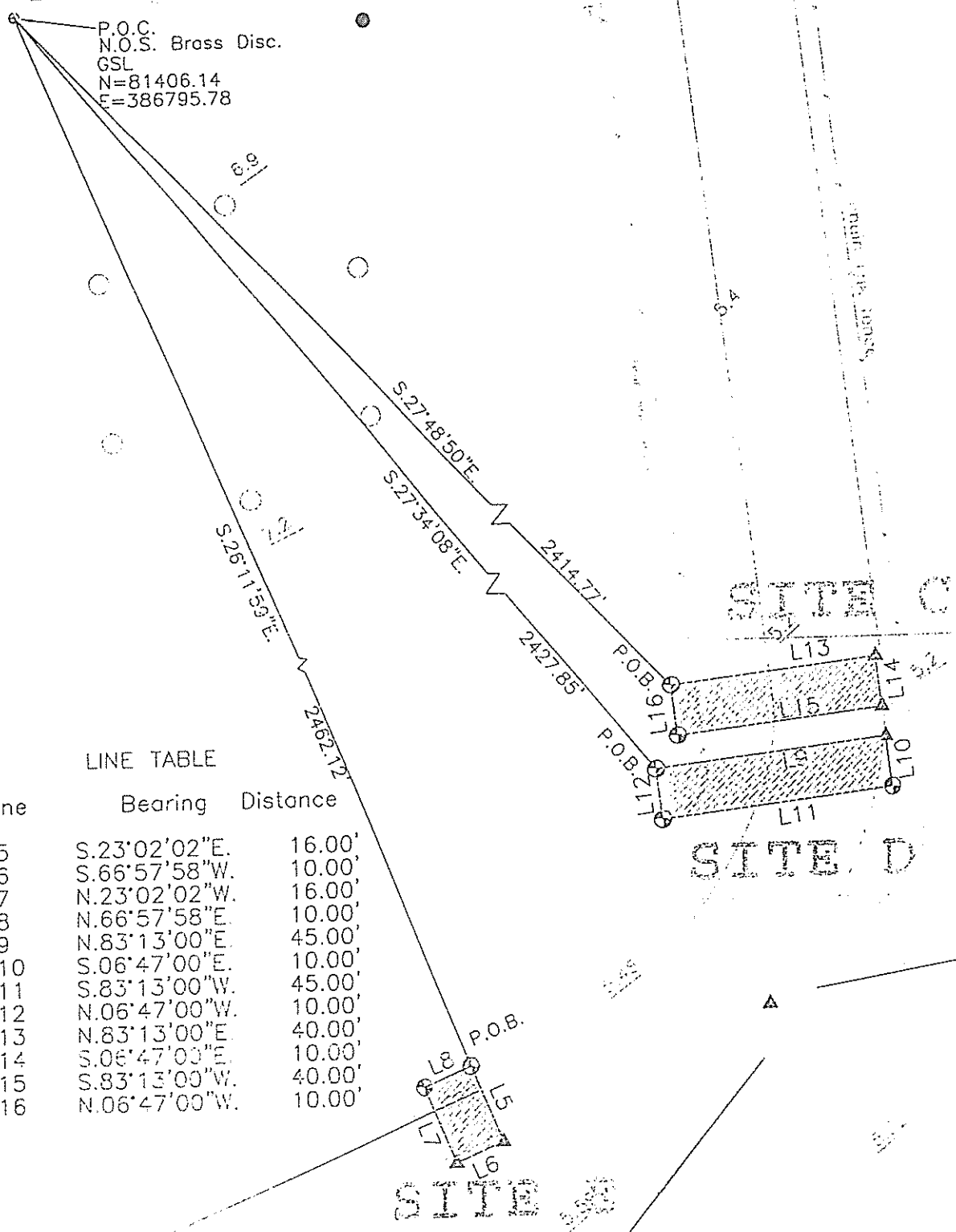
FILE #1338205
BK#1839 PG#586

c/us/Letrotech/Seltee

FILE #1338205
BK#1839 PG#587



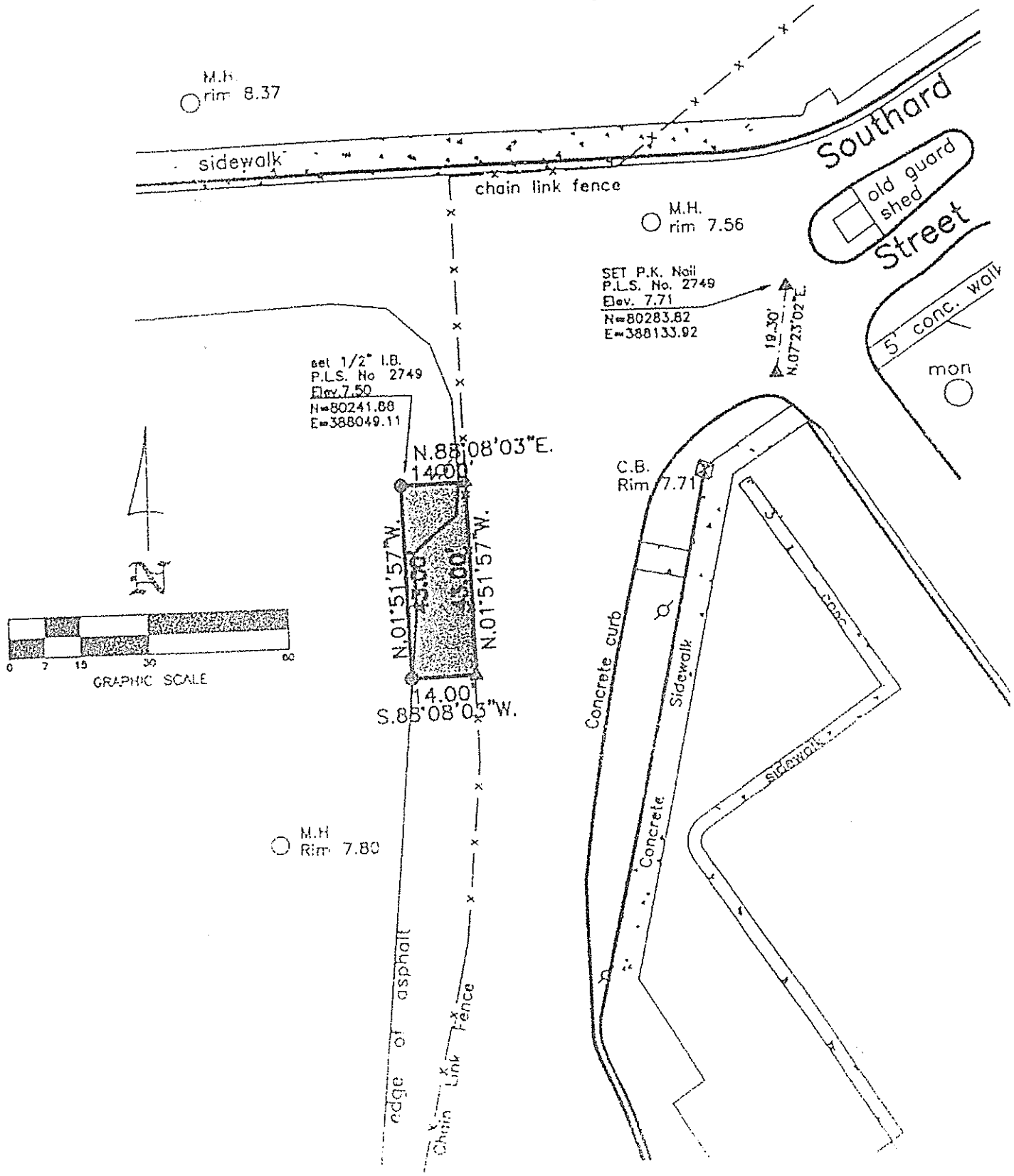
DRMO - Soil Restrictions Non-Residential Reuse



LINE TABLE

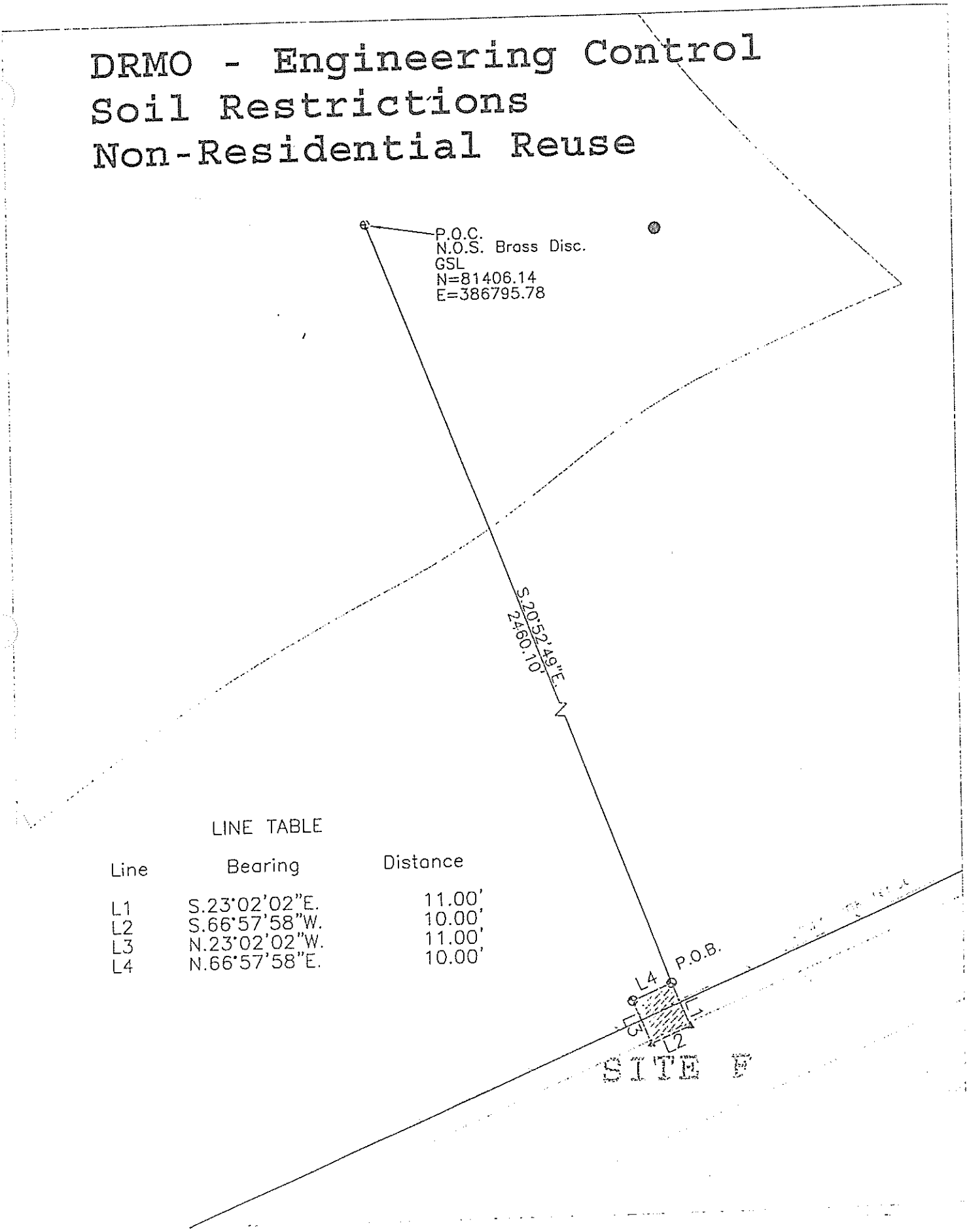
Line	Bearing	Distance
L5	S.23°02'02"E.	16.00'
L6	S.66°57'58"W.	10.00'
L7	N.23°02'02"W.	16.00'
L8	N.66°57'58"E.	10.00'
L9	N.83°13'00"E.	45.00'
L10	S.06°47'00"E.	10.00'
L11	S.83°13'00"W.	45.00'
L12	N.06°47'00"W.	10.00'
L13	N.83°13'00"E.	40.00'
L14	S.06°47'00"E.	10.00'
L15	S.83°13'00"W.	40.00'
L16	N.06°47'00"W.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

FILE #1338205
BK#1839 PG#589



Prepared By Frederick H. H[illegible] 3150 Northside Drive Key West, Florida 33[illegible] (305) 293-[illegible]	U.S.N. N.A.S. Key West, Florida Site Boundary Map Figure No. IR 2	Date. 6/5/00 F.H.H. No. 00-257 Scale: 1"=30' Dwn. By: F.H.H.	Tetra Tech Nus, Inc 661 Anderson Drive Pittsburgh, Pa 15220

DRMO - Engineering Control
Soil Restrictions
Non-Residential Reuse

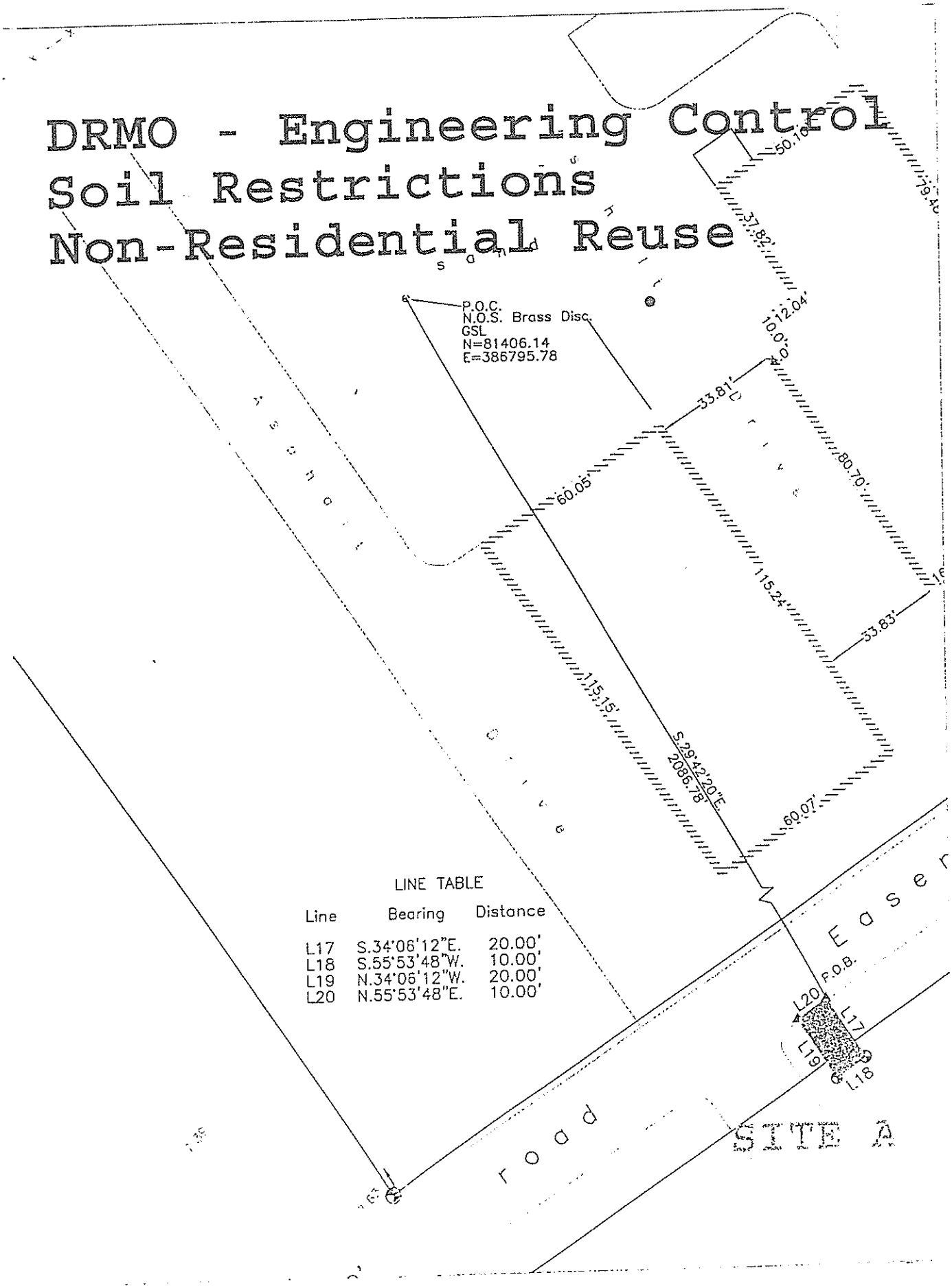


LINE TABLE

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'

FILE #1338205
BK#1839 PG#591

DRMO - Engineering Control
Soil Restrictions
Non-Residential Reuse



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'

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 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 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.

FILE #1338205
BK#1839 PG#594

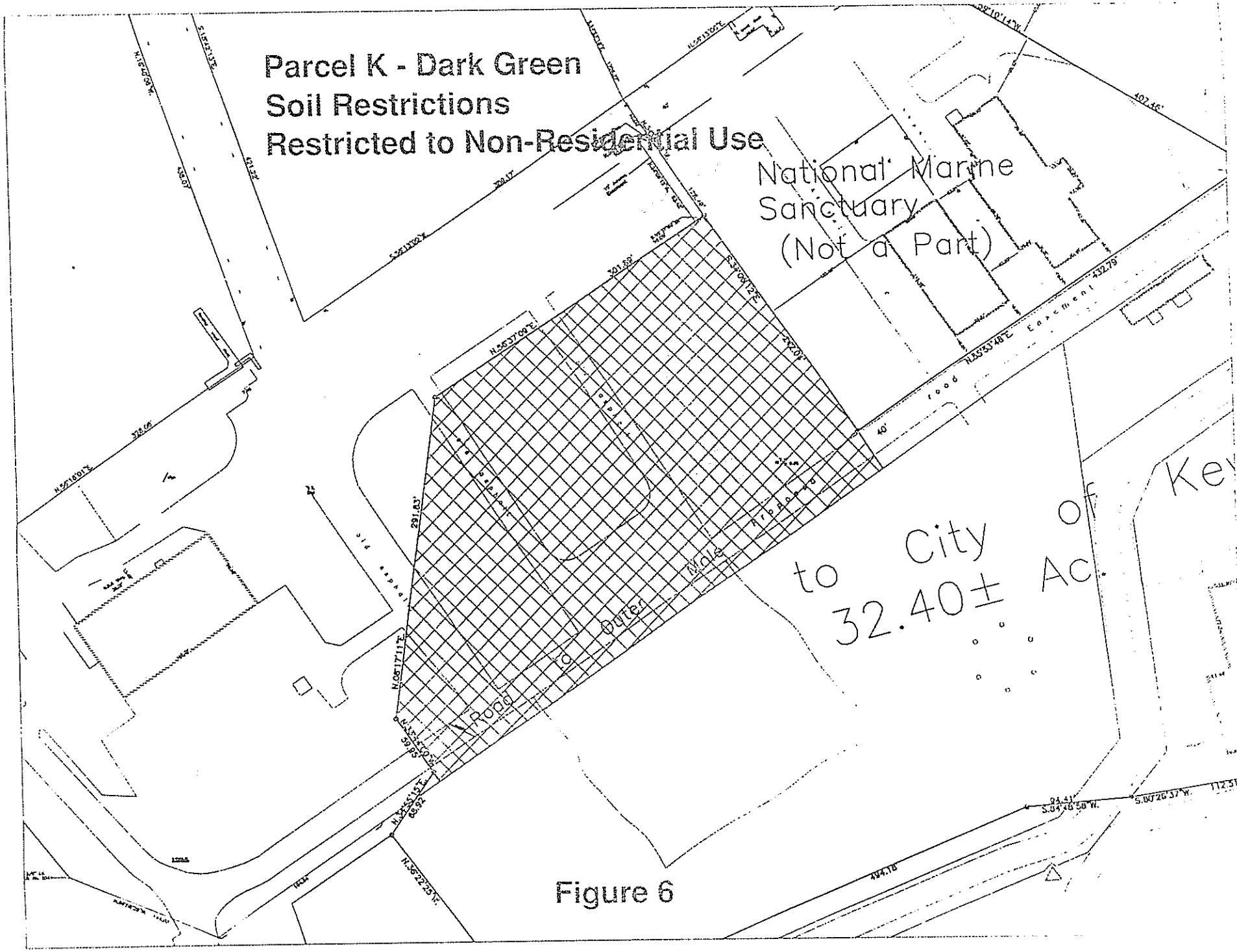


Figure 6

MONROE COUNTY
OFFICIAL RECORDS