

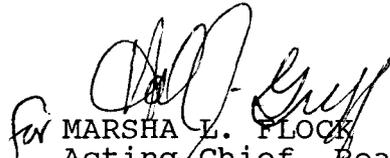
CESAJ-RE-M (200-1c)

8 March 1991

MEMORANDUM FOR Chief, Planning Division

SUBJECT: DERP-FUDS Inventory Project Reports for Site No.
I04FL022700, Fort Zachary Taylor, Key West, FL

1. The Inventory Project Report on the above referenced site was reviewed and is approved as written for transmittal.
2. Point of contact is E.J. Price, extension 1182.


MARSHA L. FLOCK
Acting Chief, Real Estate Division

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I04FL022701_01.08_0001



CESAJ-RE-M (200-1c)

8 March 1991

MEMORANDUM FOR Chief, Planning Division

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1. The Inventory Project Report on the above referenced site was reviewed and is approved as written for transmittal.
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MARSHA L. FLOCK
Acting Chief, Real Estate Division

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FORMERLY USED DEFENSE SITES
FINDINGS AND DETERMINATION OF ELIGIBILITY

Fort Zachary Taylor

Site No. I04FL022700

FINDINGS OF FACT

1. Fort Zachary Taylor, originally was comprised of 72.23 acres of public domain lands (fee) which was transferred in 1845 to the War Department for construction of a harbor defense site. In 1943, the United States acquired an additional 6.61 acres in fee by condemnation. Between 1909 and 1940, the Department of the Army filled 21.43 acres of submerged lands in or around the original reservation. The entire 100.27 acres acquired was transferred from the Department of War to the Department of the Navy between 1943 and 1947. The Department of the Navy filled additional acreage of submerged lands in or around the original reservation. The State of Florida filed a Disclaimer to title to those filled lands totaling 78.22 acres on 01 July 1968, 63.76 acres of which were within the boundaries of Fort Taylor. The entire Fort Taylor site after acquisition and filling comprised 164.03 acres, more or less.
2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.
3. Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. Therefore, this 112.71 acres known as Truman Annex is not eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acreage contained the old Fort Zachary Taylor and the deed also contained

restrictions including the recapture clause in the event of national emergency and the reverter clause for breach of restrictions. The State of Florida now operates a park and recreation area on the 51.32 acres.

DETERMINATION

Based on the foregoing findings of fact, the site has been determined to be formerly used by DOD. It is therefore eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq.

DATE

JOHN F. SOBKE
Major General, USA
Commanding

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FORMERLY USED DEFENSE SITES
FINDINGS AND DETERMINATION OF ELIGIBILITY

Fort Zachary Taylor

Site No. I04FL022700

FINDINGS OF FACT

1. Fort Zachary Taylor, originally was comprised of 72.23 acres of public domain lands (fee) which was transferred in 1845 to the War Department for construction of a harbor defense site. In 1943, the United States acquired an additional 6.61 acres in fee by condemnation. Between 1909 and 1940, the Department of the Army filled 21.43 acres of submerged lands in or around the original reservation. The entire 100.27 acres acquired was transferred from the Department of War to the Department of the Navy between 1943 and 1947. The Department of the Navy filled additional acreage of submerged lands in or around the original reservation. The State of Florida filed a Disclaimer to title to those filled lands totaling 78.22 acres on 01 July 1968, 63.76 acres of which were within the boundaries of Fort Taylor. The entire Fort Taylor site after acquisition and filling comprised 164.03 acres, more or less.

2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.

3. Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. Therefore, this 112.71 acres known as Truman Annex is not eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acreage contained the old Fort Zachary Taylor and the deed also contained

restrictions including the recapture clause in the event of national emergency and the reverter clause for breach of restrictions. The State of Florida now operates a park and recreation area on the 51.32 acres.

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Major General, USA
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DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FORMERLY USED DEFENSE SITES
FINDINGS AND DETERMINATION OF ELIGIBILITY

Fort Zachary Taylor

Site No. I04FL022700

FINDINGS OF FACT

1. Fort Zachary Taylor, originally was comprised of 72.23 acres of public domain lands (fee) which was transferred in 1845 to the War Department for construction of a harbor defense site. In 1943, the United States acquired an additional 6.61 acres in fee by condemnation. Between 1909 and 1940, the Department of the Army filled 21.43 acres of submerged lands in or around the original reservation. The entire 100.27 acres acquired was transferred from the Department of War to the Department of the Navy between 1943 and 1947. The Department of the Navy filled additional acreage of submerged lands in or around the original reservation. The State of Florida filed a Disclaimer to title to those filled lands totaling 78.22 acres on 01 July 1968, 63.76 acres of which were within the boundaries of Fort Taylor. The entire Fort Taylor site after acquisition and filling comprised 164.03 acres, more or less.
2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.
3. Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. Therefore, this 112.71 acres known as Truman Annex is not eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acreage contained the old Fort Zachary Taylor and the deed also contained

restrictions including the recapture clause in the event of national emergency and the reverter clause for breach of restrictions. The State of Florida now operates a park and recreation area on the 51.32 acres.

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Major General, USA
Commanding

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FORMERLY USED DEFENSE SITES
FINDINGS AND DETERMINATION OF ELIGIBILITY

Fort Zachary Taylor

Site No. I04FL022700

FINDINGS OF FACT

1. Fort Zachary Taylor, originally was comprised of 72.23 acres of public domain lands (fee) which was transferred in 1845 to the War Department for construction of a harbor defense site. In 1943, the United States acquired an additional 6.61 acres in fee by condemnation. Between 1909 and 1940, the Department of the Army filled 21.43 acres of submerged lands in or around the original reservation. The entire 100.27 acres acquired was transferred from the Department of War to the Department of the Navy between 1943 and 1947. The Department of the Navy filled additional acreage of submerged lands in or around the original reservation. The State of Florida filed a Disclaimer to title to those filled lands totaling 78.22 acres on 01 July 1968, 63.76 acres of which were within the boundaries of Fort Taylor. The entire Fort Taylor site after acquisition and filling comprised 164.03 acres, more or less.
2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.
3. Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. Therefore, this 112.71 acres known as Truman Annex is not eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acreage contained the old Fort Zachary Taylor and the deed also contained

restrictions including the recapture clause in the event of national emergency and the reverter clause for breach of restrictions. The State of Florida now operates a park and recreation area on the 51.32 acres.

DETERMINATION

Based on the foregoing findings of fact, the site has been determined to be formerly used by DOD. It is therefore eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq.

DATE

JOHN F. SOBKE
Major General, USA
Commanding

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FORMERLY USED DEFENSE SITES
FINDINGS AND DETERMINATION OF ELIGIBILITY

Fort Zachary Taylor

Site No. IO4FL022700

FINDINGS OF FACT

1. Fort Zachary Taylor, originally was comprised of 72.23 acres of public domain lands (fee) which was transferred in 1845 to the War Department for construction of a harbor defense site. In 1943, the United States acquired an additional 6.61 acres in fee by condemnation. Between 1909 and 1940, the Department of the Army filled 21.43 acres of submerged lands in or around the original reservation. The entire 100.27 acres acquired was transferred from the Department of War to the Department of the Navy between 1943 and 1947. The Department of the Navy filled additional acreage of submerged lands in or around the original reservation. The State of Florida filed a Disclaimer to title to those filled lands totaling 78.22 acres on 01 July 1968, 63.76 acres of which were within the boundaries of Fort Taylor. The entire Fort Taylor site after acquisition and filling comprised 164.03 acres, more or less.

2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.

3. Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. Therefore, this 112.71 acres known as Truman Annex is not eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acreage contained the old Fort Zachary Taylor and the deed also contained

restrictions including the recapture clause in the event of national emergency and the reverter clause for breach of restrictions. The State of Florida now operates a park and recreation area on the 51.32 acres.

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DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FORMERLY USED DEFENSE SITES
FINDINGS AND DETERMINATION OF ELIGIBILITY

Fort Zachary Taylor

Site No. I04FL022700

FINDINGS OF FACT

1. Fort Zachary Taylor, originally was comprised of 72.23 acres of public domain lands (fee) which was transferred in 1845 to the War Department for construction of a harbor defense site. In 1943, the United States acquired an additional 6.61 acres in fee by condemnation. Between 1909 and 1940, the Department of the Army filled 21.43 acres of submerged lands in or around the original reservation. The entire 100.27 acres acquired was transferred from the Department of War to the Department of the Navy between 1943 and 1947. The Department of the Navy filled additional acreage of submerged lands in or around the original reservation. The State of Florida filed a Disclaimer to title to those filled lands totaling 78.22 acres on 01 July 1968, 63.76 acres of which were within the boundaries of Fort Taylor. The entire Fort Taylor site after acquisition and filling comprised 164.03 acres, more or less.
2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.
3. Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. Therefore, this 112.71 acres known as Truman Annex is not eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acreage contained the old Fort Zachary Taylor and the deed also contained

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DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FORMERLY USED DEFENSE SITES
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2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.

3. Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. Therefore, this 112.71 acres known as Truman Annex is not eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acreage contained the old Fort Zachary Taylor and the deed also contained

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FORMERLY USED DEFENSE SITES
FINDINGS AND DETERMINATION OF ELIGIBILITY

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2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.
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DATE

JOHN F. SOBKE
Major General, USA
Commanding

CESAJ-PD-EE (1110-2-1105b)

28 February 1991

MEMORANDUM FOR Commander, South Atlantic Division

SUBJECT: DERP-FUDS Inventory Project Report (INPR) for Site No. I04FL022700, Ft Taylor, Key West, Florida (formerly part of U. S. Naval Air Station, Key West)

1. This INPR reports on the DERP-FUDS preliminary assessment of the Fort Zachary Taylor site. The site survey summary sheet and project maps are at enclosure 1.
2. It has been determined that the site was formerly used by the U.S. Army and the U.S. Navy. A recommended Findings and Determination of Eligibility is at enclosure 2.
3. It has also been determined that there is ordnance at the site eligible for cleanup under DERP-FUDS in the category OEW. A project summary sheet for the proposed OEW site is at enclosure 3.
4. I recommend that you:
 - a. Approve and sign the Findings and Determination of Eligibility;
 - b. Forward a copy of this INPR to HND requesting approval and initiating an ordnance removal feasibility study for that District to accomplish the OEW project.
5. Also included as enclosure 4 is a computer disk bearing this report in ASCII format.

4 Encls

BRUCE A. MALSON
Colonel, Corps of Engineers
Commanding

SITE SURVEY SUMMARY SHEET
FOR
DERP FUDS SITE NO I04FL022700
FORT ZACHARY TAYLOR
27 FEBRUARY 1991

SITE NAMES: Fort Zachary Taylor

LOCATION: Key West, Florida (see attachment 1).

HISTORY: The original property was acquired in 1845 for the War Department to construct a harbor defense site for Key West. Subsequent acquisition, construction, and filling by the Department of the Army and the Department of the Navy brought the facility to its present acreage. This facility was a harbor defense site through the Civil War and the Spanish American War. It was transferred to the State of Florida in 1979.

SITE VISIT: A site visit was conducted by James McAdams, CESAJ-PD-EE, on 16 May 1989. He spoke with Mr. Jeffrey Di Maggio, Park Manager for the Fort Zachary Taylor State Historic Site. At that time Mr. Mc Adams performed a visual survey of all the excavations that contained unexploded ordnance. In the excavated areas there were large stacks of ordnance that appeared to be in good condition. Additionally representatives of the State were in the process of restoring shells that had been judged to be harmless by ordnance experts from the U.S. Naval Station Key West.

CATEGORY OF HAZARD: OEW.

PROJECT DESCRIPTION: It is proposed that a feasibility report for the removal of piles of unexploded ordnance be initiated by Huntsville Division. The Fort Taylor site is in the process of being renovated by the State of Florida and as part of that problem massive amounts of old large calibre shells from the Civil War are being excavated. These shells frequently contain igniters or fuses that would enable the shells to explode.

AVAILABLE STUDIES AND REPORTS: Fort Zachary Taylor National Historic Landmark Condition Assessment Report, 1989; and Historic Preservation Planning Ft. Zachary Taylor State Historic Site, Division of Recreation and Parks, Bureau of Construction, Nov 30, 1989 (all reports on file within the Jacksonville District Office).

PA POC: Mr. James J. Mc Adams (904) 791-2117.

28 February 1991

MEMORANDUM FOR Commander, South Atlantic Division

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BRUCE A. MALSON
Colonel, Corps of Engineers
Commanding

McAdams/CESAJ-PD-EE/2117
pkp 2/27/91
Smith/CESAJ-PD-E
Davis/CESAJ-PD-A
Salem/CESAJ-PD
Burns/CESAJ-DX
Brown/CESAJ-DD
Malson/CESAJ-DE

SITE SURVEY SUMMARY SHEET
FOR
DERP FUDS SITE NO I04FL022700
FORT ZACHARY TAYLOR
27 FEBRUARY 1991

SITE NAMES: Fort Zachary Taylor

LOCATION: Key West, Florida (see attachment 1).

HISTORY: The original property was acquired in 1845 for the War Department to construct a harbor defense site for Key West. Subsequent acquisition, construction, and filling by the Department of the Army and the Department of the Navy brought the facility to its present acreage. This facility was a harbor defense site through the Civil War and the Spanish American War. It was transferred to the State of Florida in 1979.

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PA POC: Mr. James J. Mc Adams (904) 791-2117.

PROJECT SUMMARY SHEET
FOR
DERP-FUDS OEW PROJECT NO. I04FL022700
FORT ZACHARY TAYLOR, KEY WEST, FLORIDA
SITE NO. I04FL022700
27 FEBRUARY 1991

PROJECT DESCRIPTION: This is a former coastal defense site for the Department of War that was used by the Department of the Army and the Department of the Navy. Apparently live civil war era ordnance was buried in the walls of the fort during renovations preparing for the Spanish American War. After transfer of the property to the State of Florida the State began implementing its plans to restore the fort to Civil War conditions. During the excavations of the gun rooms below the batteries massive piles of old ordnance were found, some of them still fused and explosive.

PROJECT ELIGIBILITY: Records indicate that the property was owned by the Department of the Army and the Department of the Navy prior to transfer of the property to the State of Florida. Further studies show that the ordnance buried in the walls of the old fort were placed there during renovations of the property by the Department of War, and that live ordnance was used.

POLICY CONSIDERATIONS: The current owners, the State of Florida, are restoring the old site voluntarily. As part of this restoration they have found buried live ordnance. The personnel performing the restoration are now exposed to the possibility that during the excavations serious harm will be done to them. They need support from an ordnance group to defuse live shells (see attachment 1 and 2), however they admit that the shells that are not live are wanted by the State of Florida as historic artifacts. Additionally the fill surrounding the ordnance appears to contain artifacts from prehistoric shell mounds used as fill.

PROPOSED PROJECT: This INPR should be referred to CEHND for further consideration. Support is needed in order to remove and defuse or render harmless the live ordnance found at the site. Additionally close coordination is need with the State of Florida State Historic Preservation Officer in order to assess what additional work should be funded by the Corps. A determination of the need for further action and funding should be made by CEHND.

RAC: Attachment 3.

POC: James Mc Adams, FTS 946-2117 (904-791-2117)



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

January 14, 1991

Mr. Bob Pennington
US Army Corps of Engineers
CESAJ-PD-EE
P.O. Box 4970
Jacksonville, FL 32232-0019

Dear Mr. Pennington,

As we discussed by phone, I am writing to request the assistance of the Corps of Engineers in removing hazardous ordnance from Fort Taylor in Key West. As you know, this installation was transferred from the Federal Government to the State of Florida and is operated by the Division of Recreation and Parks of the Florida Department of Natural Resources as a Historic Site. Mr. Rudd Long, with whom you have spoken, and to whom I have read this letter, is the contact person for Department of Natural Resources as land manager. Our agency's role at Fort Taylor is twofold: first, Chapter 267 of the Florida Statutes declares that title to abandoned objects of antiquity on state lands is vested in the Division of Historical Resources; second, because removal of ordnance is a federal undertaking, Section 106 of the Historic Preservation Act applies, requiring review and comment by the staff of the State Historic Preservation Officer. The contact person for that review is Louis Tesar, at the letterhead address. Mr. Tesar's phone number is (904) 487-2333. Finally, I should add that Fort Taylor is a National Historic Landmark, a status conferred only upon the nation's most significant historical resources, and as such will require project review and coordination with the National Park Service and the Advisory Council on Historic Preservation. The contact person at NPS who is most familiar with the site is Dr. Mark Barnes, phone (404) 331-2638, address below at cc:.

It will be useful for you to review the copies of two documents that are now in the mail to David McCullough. These are the National Historic Landmark Condition Assessment Report for Ft. Zachary Taylor, Key West, Florida prepared by National Park Service Southeast Region in 1989

and the Historic Preservation Planning Final Narrative for Fort Zachary Taylor State Historic Site prepared by Shepard Associates Architects & Planners, Inc., November 30, 1989. Of these two reports, Shepard's is the more recent and benefitted from considerable discussions with EOD personnel familiar with the Fort Taylor situation. Its recommendations with respect to hazardous ordnance may be regarded as more applicable. Herschel Shepard has developed a considerable file of specific archival and field data on Fort Taylor, and has agreed to provide that information to your office at a mutually convenient time. He lives in Jacksonville, but may be reached at the University of Florida Department of Architecture, (904) 392-0215 (address below at cc:).

I have also recently spoken with Sgt. Deborah Warner of the 66th Ordnance Detachment at Cape Canaveral headed by Captain Timothy Everhard. Sgt. Warner participated in the previous hazardous ordnance disposal operation at Fort Taylor. You may wish to contact her or Capt. Everhard directly at (407) 853-9951 (address below at cc:), for more information about the ordnance already removed and expected to be encountered. Also see Appendix B in the Shepard report, a letter from 66th EOD to me regarding Fort Taylor.

As you will see, ordnance removal at Fort Taylor will be a formidable project, not only because of the unknown nature of the remains, but also because of the large volume of fill to be examined and the large number of artifacts that can be expected to be recovered. It would be safe to assume, until demonstrated otherwise, that all of the artifacts which would be uncovered during an ordnance removal project could have historical significance, and also to assume that all artifacts will require conservation of some sort, most likely electrolysis to remove salts followed by application of stable coatings.

During an ordnance removal project at Fort Taylor our agency would be concerned about three issues. First, Fort Taylor is believed to contain the largest cache of undocumented Civil War ordnance known to exist; some items of ordnance already recovered at Fort Taylor represent pieces which are not known to exist anywhere else in the country. The historical value of these items is great, and they offer an opportunity for research and public interpretation through exhibit not only at Fort Taylor, but also at other coastal fortifications throughout the country. Any excavations at Fort Taylor would require a research permit to be granted by our agency, in accordance with state law and rule. One condition of that permit would be that a full-time archaeologist be funded by the project. This would be for the purpose of addressing our second and third concerns, to ensure that proper archaeological techniques were followed in maintaining provenience information, and to ensure that

the conservation facility was properly functioning and that artifacts were being properly cared for as they were removed and processed. As in past work at Fort Taylor, the archaeologist would defer to the decisions of EOD personnel regarding hazardous material. We would expect that material determined not to be hazardous would be treated as archaeologically significant artifacts, and would hope that hazardous material could at least be documented before disposal.

I trust that the above information will be useful to you in developing a proposal to begin a Defense Environmental Restoration Project at Fort Taylor. If I can help in any other way, please call me at (904) 487-2299.

Sincerely,



James J. Miller
State Archaeologist and Chief,
Bureau of Archaeological Research

cc: Mark Barnes
Southeast Regional Office
National Park Service
75 Spring Street, S.W.
Atlanta, GA 30303

Herschel Shepard
Shepard Associates Architects & Planners, Inc.
2111 Corporate Square Boulevard
Jacksonville, FL 32216

Rudd Long
Florida Department of Natural Resources
Division of Recreation and Parks
District 9 Administration
P.O. Box 2660
Key Largo, FL 33037

Sgt. Deborah Warner
Department of the Army
66th Ordnance Detachment
FORSCOM Field Operation Activity (DCSOPS)
Cape Canaveral Air Force Station
Patrick Air Force Base, Florida 32925



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
500 South Bronough

Tallahassee, Florida 32399-0250

Director's Office Telecopier Number (FAX)
(904) 488-1480 (904) 488-3353

January 16, 1991

Mr. Rudd M. Long
Historic Preservationist
District 9 Administration
Department of Natural Resources
Post Office Box 2660
Key Largo, Florida 33037

In Reply Refer To:
Robert C. Taylor
Historic Preservation
Planner
(904) 487-2333
Project File No. 903779

RE: Proposed Survey of Moat Area at Fort Zachary Taylor,
Monroe County, Florida

Dear Mr. Long:

In accordance with this agency's responsibilities under Section 267.061, Florida Statutes, we have reviewed the above referenced project.

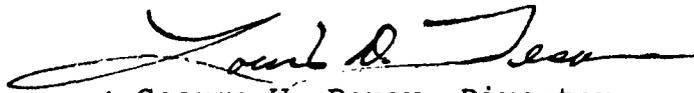
Since your letter of December 28, 1990 was received, Jim Miller of the Bureau of Archaeological Research discussed with you the proposal of the U.S. Army Corps of Engineers to fund a Defense Environmental Restoration Project (DERP) at Fort Zachary Taylor to remove hazardous ordnance. Because there is a possibility of hazardous ordnance being found at the bottom of the moat, we would recommend that the moat area be included within the scope of the DERP project. This will ensure that these remains are considered, along with those of the fort's casemates, by an archaeologist and that hazardous as well as inert artifacts receive the proper care and treatment.

Attn: 2

Mr. Rudd Long
January 16, 1991
Page Two

If you have any questions concerning our comments, please do not hesitate to contact us. Your interest in protecting Florida's archaeological and historical resources is appreciated.

Sincerely,



George W. Percy, Director
Division of Historical Resources

GWP/rt

cc: Jim Miller
Ed Higgins
Bob Pennington

APPENDIX A
RISK ASSESSMENT PROCEDURES FOR
EXPLOSIVE ORDNANCE (EXO)

Site Name FORT TAYLOR Rater's Name JAMES McADAMS
 Site Location KEY WEST FLORIDA Organization CESAT-PD-EE
 DERP Project # I04FL022900 RAC _____

EXO RISK ASSESSMENT:

This risk assessment procedure was developed in accordance with MIL-STD 882B and AR 385-10.

The EXO risk assessment is based upon documented evidence consisting of records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, and field observations, interviews, and measurements. These data are used to assess the risk involved based upon the hazards identified at the site. The risk assessment is composed of two factors, hazard severity and hazard probability.

Any field activities should be made with the assistance of qualified EOD personnel.

Part I. Hazard Severity. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap resulting from personnel exposure to various types and quantities of unexploded ordnance items.

TYPE OF ORDNANCE

A. Conventional Ordnance and Ammunition

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Small Arms (.22 cal - .50 cal)	2	0	<u>0</u>
Medium/Large Caliber (20 mm and larger)	10	0	<u>10</u>
Bombs, Explosive	10	0	<u>10</u>
Bombs, Practice (w/spotting charges)	6	0	<u>0</u>
Grenades, Hand and Rifle, Explosive	10	0	<u>0</u>
Grenades, Practice (w/spotting charges)	6	0	<u>0</u>

A-70

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Landmines, Explosive	10	0	<u>0</u>
Landmines, Practice (w/spotting charges)	6	0	<u>0</u>
Rockets, Guided Missiles, Explosive	10	0	<u>0</u>
Detonators, Blasting Caps	10	0	<u>10</u>
Demolition Charges	10	0	<u>0</u>
Conventional Ordnance and Ammunition Value (Maximum of 10).			<u>10</u>

B. Pyrotechnics

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Any Munition Containing White Phosphorus or other Pyrophoric Material (i.e., Spontaneously Flammable)	10	0	<u>0</u>
Any Munition Containing a Flame or Incendiary Material (i.e., Napalm, Triethylaluminum Metal Incendiaries)	6	0	<u>0</u>
Military Flares	4	0	<u>0</u>
Pyrotechnics Value (Maximum of 10).			<u>0</u>

C. Bulk High Explosives (Bulk explosives not an integral part of conventional ordnance).

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Primary or Initiating Explosives (Lead Styphnate, Lead Azide, Nitroglycerin, Mercury Azide, Mercury Fulminate, etc.)	10	0	<u>10</u>
Booster, Bursting or Fuse Explosives (PETN, Compositions A, B, C, Teteryl, TNT, RDX, HMX, HBX, Black Powder, etc.)	10	0	<u>10</u>

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Military Dynamite	10	0	<u>0</u>
Less Sensitive Explosives (Ammonium Nitrate, Favier Explosives, etc.)	3	0	<u>0</u>
High Explosives Value (Maximum value of 10).			<u>10</u>

D. Propellants

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Solid or Liquid Propellants	6	0	<u>0</u> <u>0</u>

E. Chemical Agents/Radiological Materials/Munitions

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Radiological	25	0	<u>0</u>
Toxic Chemical Agents (Choking, Nerve, Blood, Blister)	25	0	<u>0</u>
Incapacitating Agent (BZ)	10	0	<u>0</u>
Riot Control and Miscellaneous (Vomiting, Tear, Chlorine, Mustard Simulant)	5	0	<u>0</u>
Any Munition Containing Smoke, Illumination, Signal Charge	4	0	<u>0</u>

Chemical Agents/Radiological Materials/Munitions Value (Maximum 25).

0

Total Ordnance and Explosive Waste Characteristics Value (Total = 20
A + B + C + D + E with a Maximum value of 61).

TABLE 1

HAZARD SEVERITY

Description	Category	Value
CATASTROPHIC	I	≥ 21
<u>CRITICAL</u>	II	$\geq 13 < 21$
MARGINAL	III	$\geq 5 < 13$
NEGLIGIBLE	IV	< 5

* Apply Hazard Severity to Table 3.

Part II. Hazard Probability. The probability that a hazard has been or will be created due to the presence and other rated factors of explosive ordnance (EXO) on a formerly used DOD site.

AREA, EXTENT, ACCESSIBILITY OF CONTAMINATION

A. Locations of Contamination

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Within Tanks, Pipes, Vessels or Other confined locations.	5	0	<u>5</u>
On the surface or within 3 feet.	5	0	<u>0</u>
Inside walls, ceilings, or other parts of Buildings or Structures.	4	0	<u>4</u>
Subsurface, greater than 3 feet in depth.	3	0	<u>3</u>

Value for location of EXO (Maximum Value of 5).

5

B. Distance to nearest inhabited locations or structures likely to be at risk from EXO site (roads, parks, playgrounds, and buildings).

<u>Distance to Nearest Target</u>	VALUE
Less than 1250 feet	⑤
1250 feet to 0.5 miles	4
0.5 miles to 1.0 mile	3
1.0 mile to 2.0 miles	2
2.0 miles to 5.0 miles	1
Over 5.0 miles	0

Distance to Persons Value (Maximum Value of 5).

5

C. Numbers and types of Buildings within a 2 mile radius measured from the hazardous area, not the installation boundary.

Number of Buildings	VALUE
0	0
1 to 10	1
11 to 50	2
51 to 100	3
101 to 250	4
251 or Over	⑤

Number of Buildings Value (Maximum Value of 5).

5

D. Types of Buildings

	VALUE
Educational, Child Care, etc.	⑤
Residential, Hospitals, Hotels, etc.	⑤
Commercial, Shopping Centers, etc.	5
Industrial Warehouse, etc.	4
Agricultural, Forestry, etc.	3
Detention, Correctional	2
Military	1
No Buildings	0

Types of Buildings Value (Maximum Value of 5).

5

E. Accessibility to site refers to the measures taken to limit access by humans or animals to ordnance and explosive wastes. Use the following guidance:

Barrier	Assigned Value
A 24-hour surveillance system (e.g., television monitoring or surveillance by guards or facility personnel) which continuously monitors and controls entry onto the facility;	0

or Barrier	Assigned Value
An artificial or natural barrier (e.g., a fence combined with a cliff), which completely surrounds the facility; and a means to control entry, at all times, through the gates or other entrances to the facility (e.g., an attendant, television monitors, locked entrances, or controlled roadway access to the facility).	0
Security guard, but no barrier	1
A barrier, (any kind of fence) but no separate means to control entry	②
Barriers do not completely surround the facility	3
No barrier or security system	5

Accessibility Value (Maximum Value of 5).

2

F. Site Dynamics - This deals with site conditions that are subject to change in the future, but may be stable at the present. Examples would be excessive soil erosion by beaches or streams, increasing land development that could reduce distances from the site to inhabited areas or otherwise increase accessibility.

	VALUE
None Anticipated	0
Expected	5

(Maximum Value of 5)

4

Total value for hazard probability.
Sum of Values A through F.
(Not to exceed 30). Apply this value to Hazard Probability Table 2 to determine Hazard Level.

4

TABLE 2

HAZARD PROBABILITY

Description	Level	Value
FREQUENT	A	≥27
<u>PROBABLE</u>	B	<u>>21 <27</u>
OCCASIONAL	C	≥15 <21
REMOTE	D	≥ 8 <15
IMPROBABLE	E	<8

* Apply Hazard Probability to Table 3.

Part III. Risk Assessment. The risk assessment value for this site is determined using the following Table 3. Enter with the results of the hazard probability and hazard severity values.

TABLES 1 AND 2

HAZARD SEVERITY - CRITICAL
(from Table 1)

HAZARD PROBABILITY - PROBABLE
(from Table 2)

26 new
14 New

TABLE 3

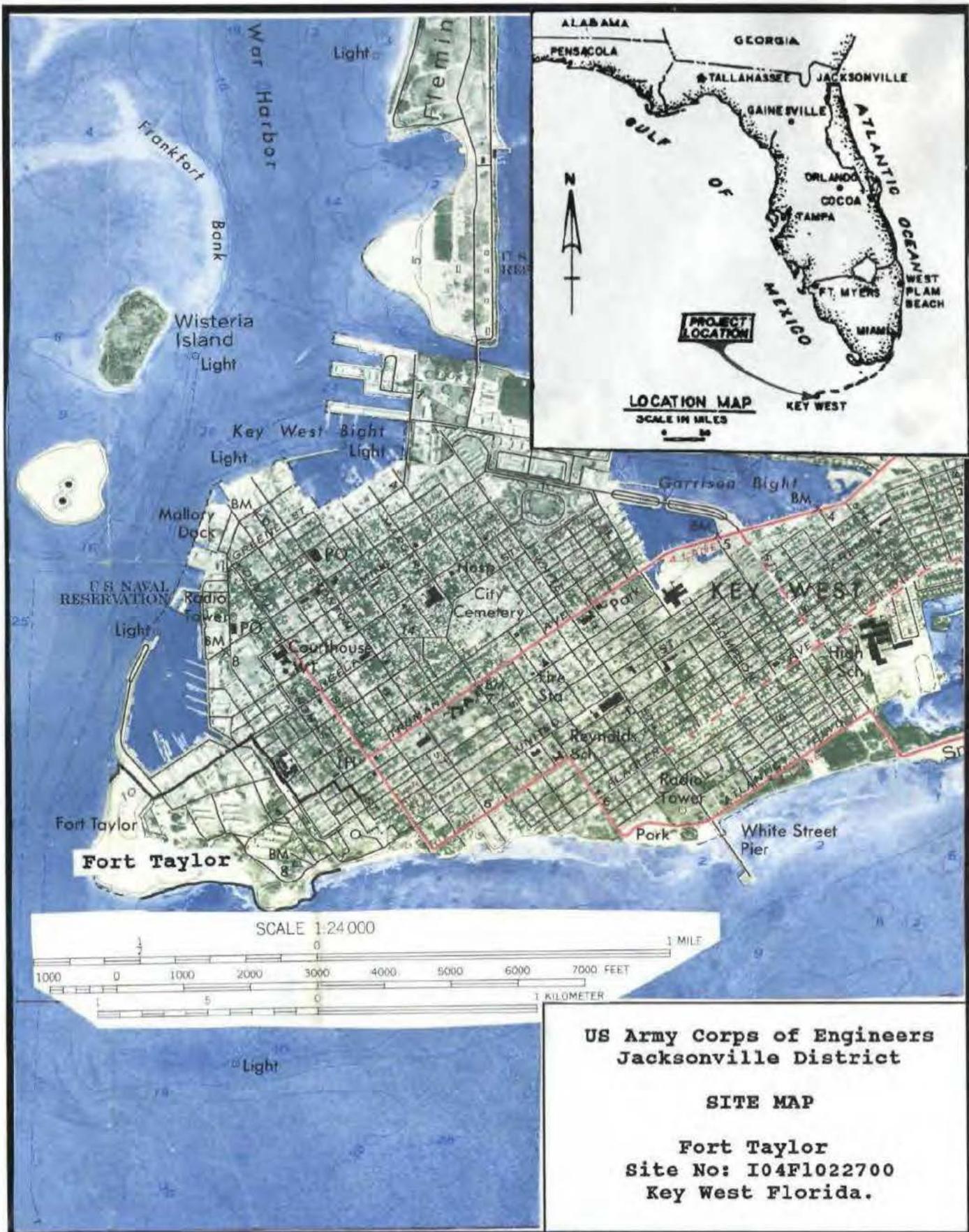
Probability Level		FREQUENT A	PROBABLE B	OCCASIONAL C	REMOTE D	IMPROBABLE E
Severity Category:						
CATASTROPHIC	I	1	1	2	3	4
CRITICAL	II	1	2	3	4	5
MARGINAL	III	2	3	4	4	5
NEGLIGIBLE	IV	3	4	4	5	5

Note: The risk assessment code for EXO is not equivalent to the risk assessment code prescribed in AR 385-10:

RISK ASSESSMENT CODE (RAC)

- RAC 1 Imminent Hazard - Emergency action required to mitigate the hazard or protect personnel (i.e., Fencing, physical barrier, guards, etc.).
- RAC 2 Action required to mitigate hazard or protect personnel. Feasibility study is appropriate.
- RAC 3 Action required to evaluate potential threat to personnel. High priority Site Inspection is appropriate.
- RAC 4 Action required to evaluate potential threat to personnel. Site Inspection is appropriate.
- RAC 5 No action required.

Justification. In narrative form, summarize the documented evidence that supports this risk assessment.



**US Army Corps of Engineers
Jacksonville District**

SITE MAP

Fort Taylor
 Site No: I04F1022700
 Key West Florida.

MAR 01 1991

CESAJ-PD-EE (1110-2-1105b)

~~28 February 1991~~

MEMORANDUM FOR Commander, South Atlantic Division

SUBJECT: DERP-FUDS Inventory Project Report (INPR) for Site No. I04FL022700, Ft Taylor, Key West, Florida (formerly part of U. S. Naval Air Station, Key West)

1. This INPR reports on the DERP-FUDS preliminary assessment of the Fort Zachary Taylor site. The site survey summary sheet and project maps are at enclosure 1.
2. It has been determined that the site was formerly used by the U.S. Army and the U.S. Navy. A recommended Findings and Determination of Eligibility is at enclosure 2.
3. It has also been determined that there is ordnance at the site eligible for cleanup under DERP-FUDS in the category OEW. A project summary sheet for the proposed OEW site is at enclosure 3.
4. I recommend that you:
 - a. Approve and sign the Findings and Determination of Eligibility;
 - b. Forward a copy of this INPR to HND requesting approval and initiating an ordnance removal feasibility study for that District to accomplish the OEW project.
5. Also included as enclosure 4 is a computer disk bearing this report in ASCII format.

~~Col. Bruce A. Malson~~

4 Encls

BRUCE A. MALSON
Colonel, Corps of Engineers
Commanding

~~McAdams/CESAJ-PD-EE/2117~~

~~pkp 2/27/91~~

~~Smith/CESAJ-PD-E~~

~~Davis/CESAJ-PD-A~~

~~Salem/CESAJ-PD~~

~~Burns/CESAJ-DX~~

~~Brown/CESAJ-DD~~

~~Malson/CESAJ-DE~~

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Commanding
McAdams/CESAJ-PD-EE/2117
pkp 2/27/91
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Salem/CESAJ-PD
Burns/CESAJ-DX
Brown/CESAJ-DD
Malson/CESAJ-DE

SITE SURVEY SUMMARY SHEET
FOR
DERP FUDS SITE NO I04FL022700
FORT ZACHARY TAYLOR
27 FEBRUARY 1991

SITE NAMES: Fort Zachary Taylor

LOCATION: Key West, Florida (see attachment 1).

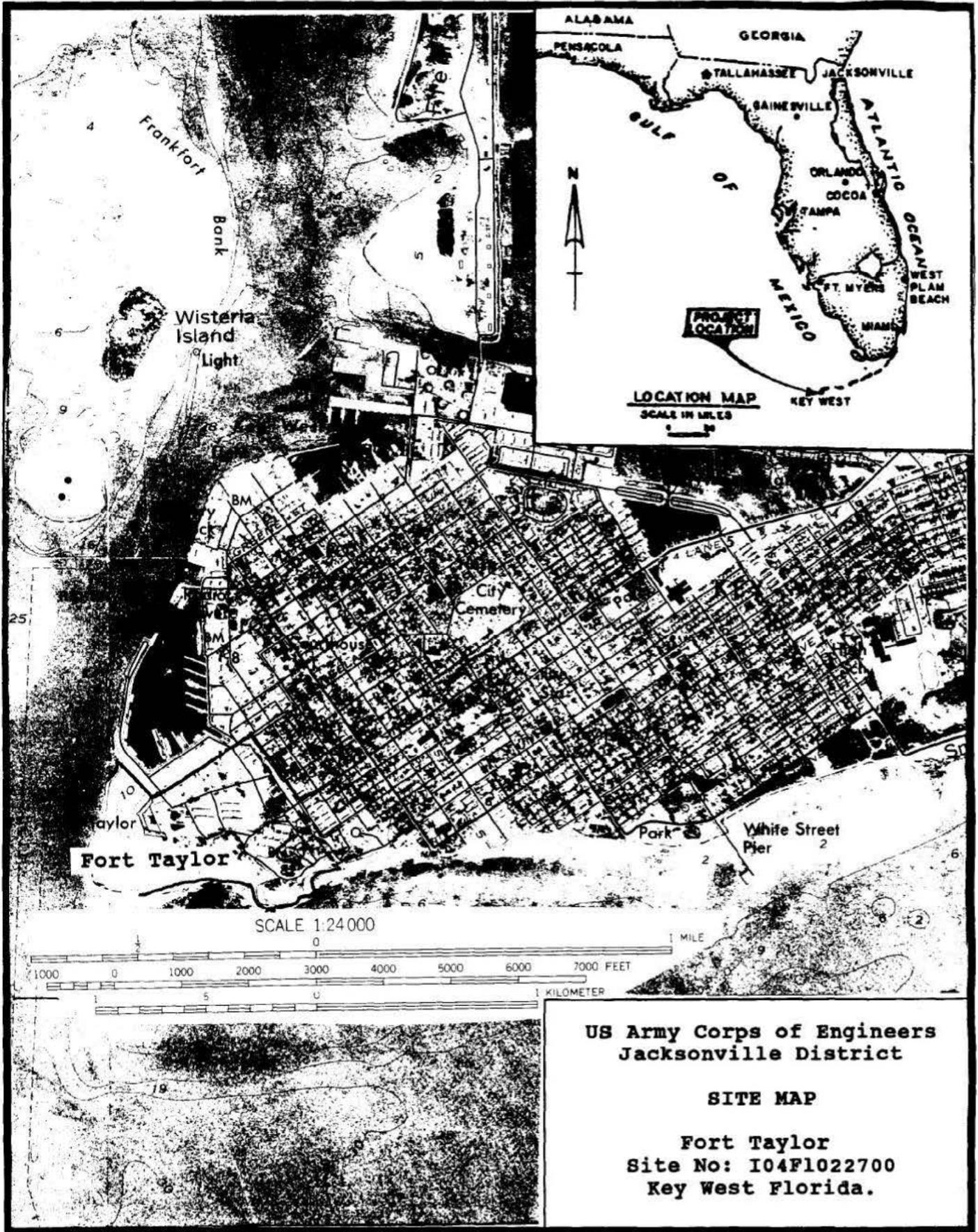
HISTORY: The original property was acquired in 1845 for the War Department to construct a harbor defense site for Key West. Subsequent acquisition, construction, and filling by the Department of the Army and the Department of the Navy brought the facility to its present acreage. This facility was a harbor defense site through the Civil War and the Spanish American War. It was transferred to the State of Florida in 1979.

SITE VISIT: A site visit was conducted by James McAdams, CESAJ-PD-EE, on 16 May 1989. He spoke with Mr. Jeffrey Di Maggio, Park Manager for the Fort Zachary Taylor State Historic Site. At that time Mr. Mc Adams performed a visual survey of all the excavations that contained unexploded ordnance. In the excavated areas there were large stacks of ordnance that appeared to be in good condition. Additionally representatives of the State were in the process of restoring shells that had been judged to be harmless by ordnance experts from the U.S. Naval Station Key West.

CATEGORY OF HAZARD: OEW.

PROJECT DESCRIPTION: It is proposed that a feasibility report for the removal of piles of unexploded ordnance be initiated by Huntsville Division. The Fort Taylor site is in the process of being renovated by the State of Florida, and as part of that problem massive amounts of old large calibre shells from the Civil War are being excavated. These shells frequently contain igniters or fuses that would enable the shells to explode.

AVAILABLE STUDIES AND REPORTS: Fort Zachary Taylor National Historic Landmark Condition Assessment Report, 1989; and Historic Preservation Planning Ft. Zachary Taylor State Historic Site, Division of Recreation and Parks, Bureau of Construction, Nov 30, 1989 (all reports on file within the Jacksonville District Office).
PA POC: Mr. James J. Mc Adams (904) 791-2117.



Frankfort Bank
Wisteria Island Light

Fort Taylor

SCALE 1:24 000

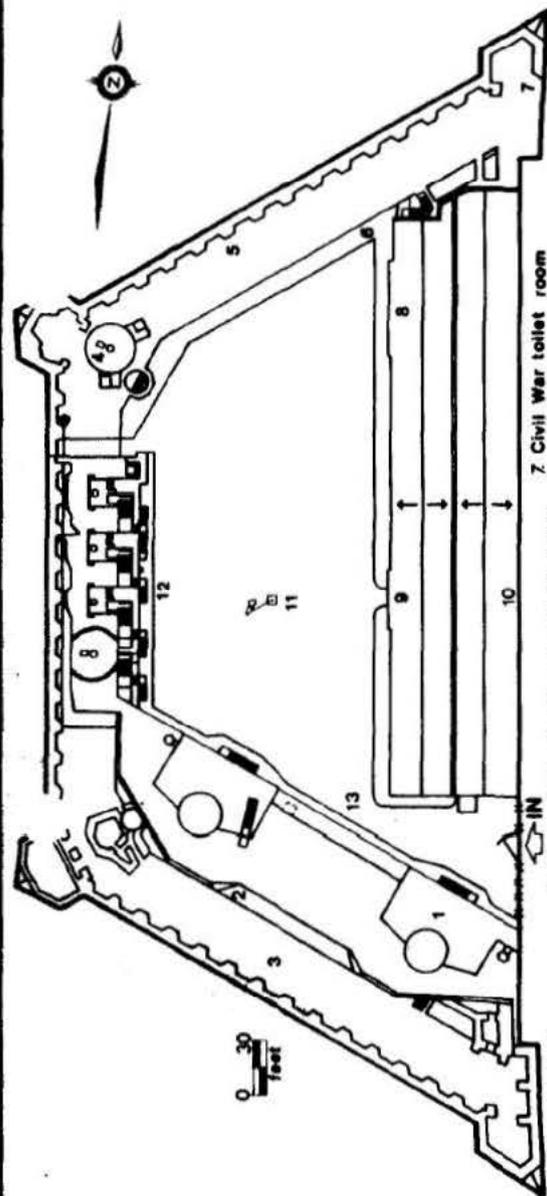
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1 KILOMETER

US Army Corps of Engineers
Jacksonville District

SITE MAP

Fort Taylor
Site No: I04Fl022700
Key West Florida.



- 1. 12" Barbette Rifle Gun pit 1898
- 2. Civil War cannons embedded in concrete
- 3. Curtain
- 4. 90mm Anti-aircraft gun mount WWII
- 5. Curtain
- 6. Casemates
- 7. Civil War toilet room
- 8. Civil War barrack
- 9. Sally Port
- 10. Prison cells and drawbridge mechanism
- 11. Parade
- 12. Battery Adair 1898
- 13. Battery Osceola 1898

For further information, write or phone:
 Fort Zachary Taylor State Historic Site
 Post Office Box 289
 Key West, Florida 33040
 (305) 292-6713

The Florida Department of Natural Resources is an equal opportunity agency, offering all persons the benefits of participating in each of its programs and competing in all areas of employment regardless of race, color, religion, sex, national origin, age, handicap or other non-merit factors.

**FLORIDA DEPARTMENT OF
 NATURAL RESOURCES**

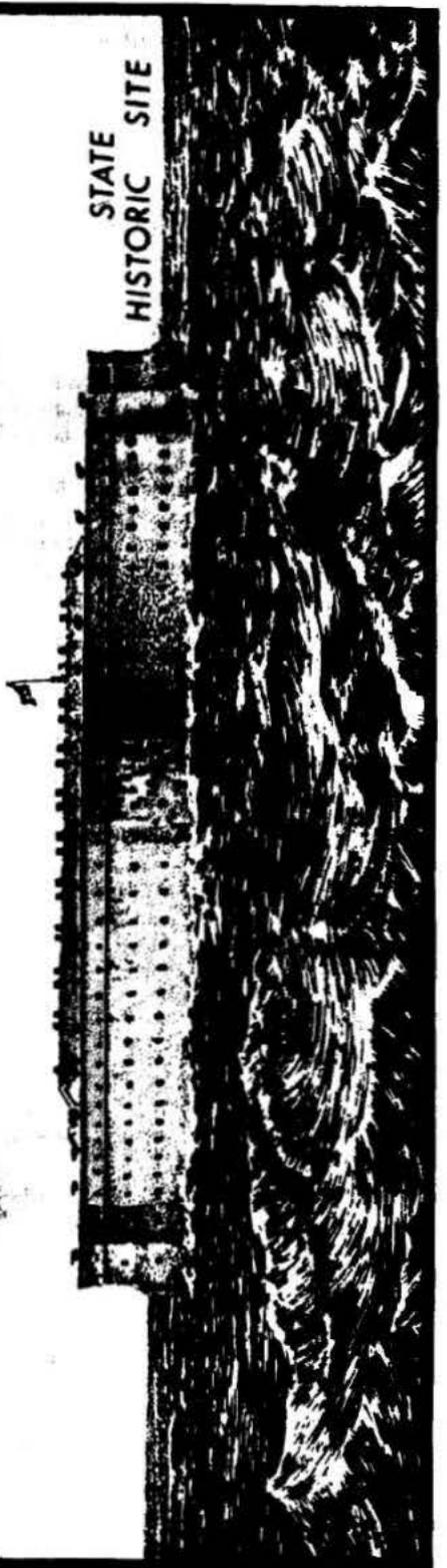
Division of Recreation and Parks



Marjory Stoneman Douglas Building
 3900 Commonwealth Blvd.
 Tallahassee, FL 32399

This publication was produced at a cost of \$2,451.14 or \$.024 a copy to distribute information about Fort Zachary Taylor.

FOR ZACHARY TAYLOR



In 1836, before Florida became a state, the United States approved plans for the establishment of a number of forts along the Florida coastline, among them one at Key West to protect the harbor. A shoal off the southwestern shore of the island city was chosen as the site for the fortification since it allowed control of all approaches to the port.

Construction of the as yet unnamed fort began in 1845, shortly after Florida became a state. In 1850, the fort was named after U.S. President Zachary Taylor, who had died in office earlier that year. When the War Between the States broke out, the project was still incomplete. Due to fever, shortages of material and men, and hurricanes had slowed down progress. The three-story fort was finally finished in 1861, 11 years after it was begun.

Fort Taylor was designed by Maj. Gen Joseph G. Totten, who later became the first general of the U.S. Army Corps of Engineers. Unlike Fort Jefferson in the Dry Tortugas, which was built at the same time, Fort Taylor was constructed in the form of a trapezoid, the three sides facing seaward, the long side with the main entrance facing land. Connected to land only by a causeway, it was completely surrounded by water. The five-foot-thick walls rose almost 50 feet above sea level with a ground floor and two stories of gunrooms. In addition, there were cisterns for the collection of drinking water below the building. Bricks used in the construction came from Pensacola and Virginia; slate and granite were from New England and Georgia. German and Irish expert craftsmen performed the remarkable brickwork. The fort contained such unusual features as sanitary facilities flushed by the tide and a desalination plant which produced drinking water from sea water as early as 1861.

In 1854, while the fort was still under construction, 50 cannons and ammunition arrived. The cannons, 10-inch Rodman, were mounted on the first tier, which was finished by then. By the time the fort was completed, it contained 198 cannons and a large supply of ammunition. The number of troops varied from 44 in 1861 to 500 later on.

At the outbreak of the Civil War, the action of Capt. John Brannon, who occupied Fort Taylor during the night of Jan. 13, 1861, without the knowledge of the town's Confederate sympathizers, put the fort in Union hands. Key West was an important outpost of the Union because numerous blockade-running ships were detained at Key West harbor and guarded by Fort Taylor's cannons, a severe loss to the South. Fort Taylor's 10-inch-Rodman and Columbiad cannons had a range of three miles. To the Confederate navy,

this was an impressive deterrent, preventing any attempt to take the fort and the island of Key West, which remained in Union hands throughout the Civil War.

In the years that followed, Fort Taylor was again in use during the Spanish-American War. In an effort to modernize the fort in 1898, the Army reduced its height by cutting it down to second-floor level. This allowed installation of newer weapons. Eventually, remodeling also included modifications such as the addition of Battery Osceola and Battery Adair on the inside and filling the gun rooms with obsolete cannons, cannon balls, gun carriages and sand to fortify the seaward part of the structure. A number of the old cannons were also embedded in concrete for the same reason. In the course of the 20th century conflicts, more sophisticated weapons and, eventually radar and other devices, took the place of cannons. In 1947, the Army turned the fort over to the Navy.

Acres of fill from recent dredging operations now surround Fort Taylor, which has become landlocked. Large portions of the outer walls which were once exposed are now covered up. Through the tireless effort of volunteers, starting in 1968, excavations for the old armaments in the gun rooms have uncovered a number of cannons and ammunition from Civil War times. They represent only a fraction of the buried arsenal, which is the largest collection of Civil War cannons in the United States. In recognition of this, Fort Taylor was placed on The National Register of Historic Places in 1971 and designated a National Historic Landmark in 1973. When the federal government decided the fort to the state of Florida in 1976, it became a state historic site under the management of the Florida Park Service. At present, excavations of gun rooms are continuing. Eventually, a water-filled moat will surround the fort, giving the visitor a chance to see much of the fort's original appearance.

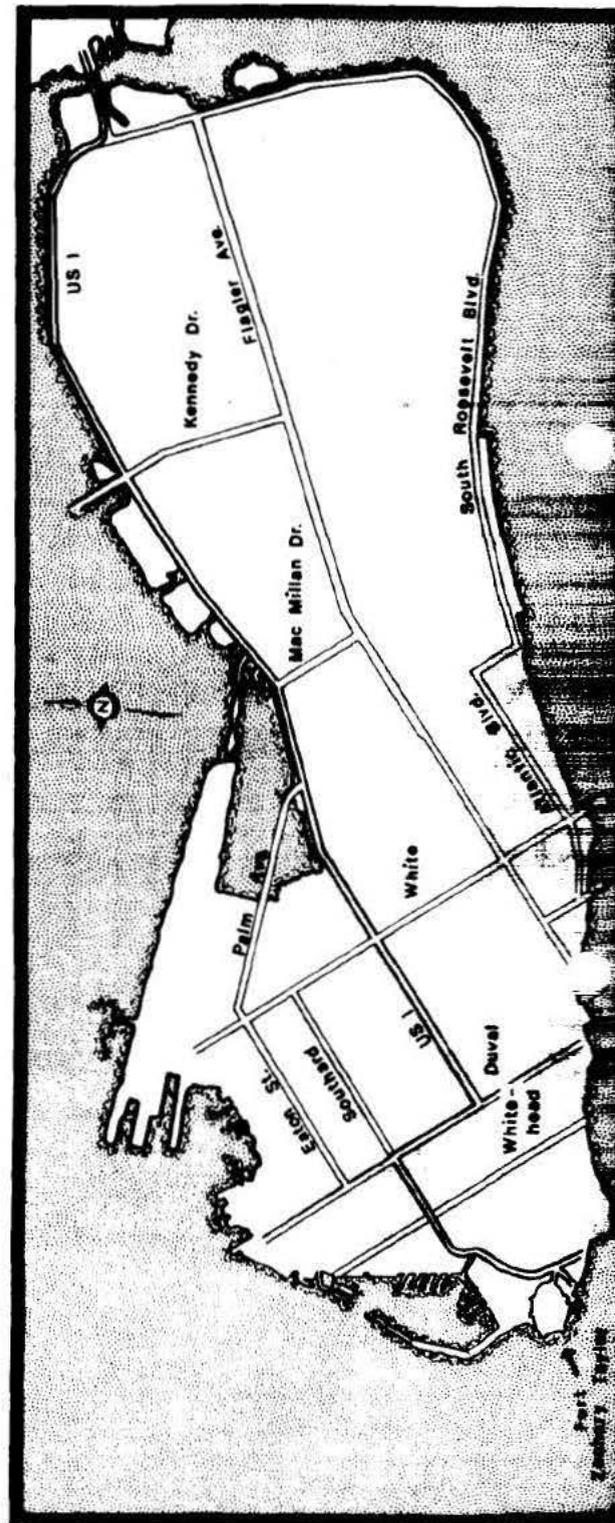
FACILITIES: Restrooms, picnic area and swimming are available.

PROTECTION: Digging or the removal of artifacts is strictly prohibited. Children under 12 must be accompanied by an adult.

PETS: Pets must be on a six-foot, hand-held leash and well-behaved at all times.

INTOXICANTS: Intoxicants are NOT permitted in any area of this park.

HOURS: Historic fort area open daily, 8 a.m.-5 p.m. General recreation area open daily 8 a.m. to sunset.



DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FORMERLY USED DEFENSE SITES
FINDINGS AND DETERMINATION OF ELIGIBILITY

Fort Zachary Taylor

Site No. I04FL022700

FINDINGS OF FACT

1. Fort Zachary Taylor, originally was comprised of 72.23 acres of public domain lands (fee) which was transferred in 1845 to the War Department for construction of a harbor defense site. In 1943, the United States acquired an additional 6.61 acres in fee by condemnation. Between 1909 and 1940, the Department of the Army filled 21.43 acres of submerged lands in or around the original reservation. The entire 100.27 acres acquired was transferred from the Department of War to the Department of the Navy between 1943 and 1947. The Department of the Navy filled additional acreage of submerged lands in or around the original reservation. The State of Florida filed a Disclaimer to title to those filled lands totaling 78.22 acres on 01 July 1968, 63.76 acres of which were within the boundaries of Fort Taylor. The entire Fort Taylor site after acquisition and filling comprised 164.03 acres, more or less.

2. On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.

3. Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. Therefore, this 112.71 acres known as Truman Annex is not eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acre contained the old Fort Zachary Taylor and the deed also contained

restrictions including the recapture clause in the event of national emergency and the reverter clause for breach of restrictions. The State of Florida now operates a park and recreation area on the 51.32 acres.

DETERMINATION

Based on the foregoing findings of fact, the site has been determined to be formerly used by DOD. It is therefore eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq.

DATE

JOHN F. SOBKE
Major General, USA
Commanding

PROJECT SUMMARY SHEET
FOR
DERP-FUDS OEW PROJECT NO. I04FL022700
FORT ZACHARY TAYLOR, KEY WEST, FLORIDA
SITE NO. I04FL022700
27 FEBRUARY 1991

PROJECT DESCRIPTION: This is a former coastal defense site for the Department of War that was used by the Department of the Army and the Department of the Navy. Apparently live civil war era ordnance was buried in the walls of the fort during renovations preparing for the Spanish American War. After transfer of the property to the State of Florida the State began implementing its plans to restore the fort to Civil War conditions. During the excavations of the gun rooms below the batteries massive piles of old ordnance were found, some of them still fused and explosive.

PROJECT ELIGIBILITY: Records indicate that the property was owned by the Department of the Army and the Department of the Navy prior to transfer of the property to the State of Florida. Further studies show that the ordnance buried in the walls of the old fort were placed there during renovations of the property by the Department of War, and that it was live ordnance.

POLICY CONSIDERATIONS: The current owners, the State of Florida, are restoring the old site voluntarily. As part of this restoration they have found buried live ordnance. The personnel performing the restoration are now exposed to the possibility that during the excavations serious harm will be done to them. They need support from an ordnance group to defuse live shells (see attachment 1 and 2), however they admit that the shells that are not live are wanted by the State of Florida as historic artifacts. Additionally the fill surrounding the ordnance appears to contain artifacts from prehistoric shell mounds used as fill.

PROPOSED PROJECT: This INPR should be referred to CEHND for further consideration. Support is needed in order to remove and defuse or render harmless the live ordnance found at the site. Additionally close coordination is needed with the State of Florida State Historic Preservation Officer in order to assess what additional work should be funded by the Corps. A determination of the need for further action and funding should be made by CEHND.

RAC: Attachment 3.

POC: James Mc Adams, FTS 946-2117 (904-791-2117)



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

January 14, 1991

Mr. Bob Pennington
US Army Corps of Engineers
CESAJ-PD-EE
P.O. Box 4970
Jacksonville, FL 32232-0019

Dear Mr. Pennington,

As we discussed by phone, I am writing to request the assistance of the Corps of Engineers in removing hazardous ordnance from Fort Taylor in Key West. As you know, this installation was transferred from the Federal Government to the State of Florida and is operated by the Division of Recreation and Parks of the Florida Department of Natural Resources as a Historic Site. Mr. Rudd Long, with whom you have spoken, and to whom I have read this letter, is the contact person for Department of Natural Resources as land manager. Our agency's role at Fort Taylor is twofold: first, Chapter 267 of the Florida Statutes declares that title to abandoned objects of antiquity on state lands is vested in the Division of Historical Resources; second, because removal of ordnance is a federal undertaking, Section 106 of the Historic Preservation Act applies, requiring review and comment by the staff of the State Historic Preservation Officer. The contact person for that review is Louis Tesar, at the letterhead address. Mr. Tesar's phone number is (904) 487-2333. Finally, I should add that Fort Taylor is a National Historic Landmark, a status conferred only upon the nation's most significant historical resources, and as such will require project review and coordination with the National Park Service and the Advisory Council on Historic Preservation. The contact person at NPS who is most familiar with the site is Dr. Mark Barnes, phone (404) 331-2638, address below at cc:.

It will be useful for you to review the copies of two documents that are now in the mail to David McCullough. These are the National Historic Landmark Condition Assessment Report for Ft. Zachary Taylor, Key West, Florida prepared by National Park Service Southeast Region in 1989

and the Historic Preservation Planning Final Narrative for Fort Zachary Taylor State Historic Site prepared by Shepard Associates Architects & Planners, Inc., November 30, 1989. Of these two reports, Shepard's is the more recent and benefitted from considerable discussions with EOD personnel familiar with the Fort Taylor situation. Its recommendations with respect to hazardous ordnance may be regarded as more applicable. Herschel Shepard has developed a considerable file of specific archival and field data on Fort Taylor, and has agreed to provide that information to your office at a mutually convenient time. He lives in Jacksonville, but may be reached at the University of Florida Department of Architecture, (904) 392-0215 (address below at cc:).

I have also recently spoken with Sgt. Deborah Warner of the 66th Ordnance Detachment at Cape Canaveral headed by Captain Timothy Everhard. Sgt. Warner participated in the previous hazardous ordnance disposal operation at Fort Taylor. You may wish to contact her or Capt. Everhard directly at (407) 853-9951 (address below at cc:), for more information about the ordnance already removed and expected to be encountered. Also see Appendix B in the Shepard report, a letter from 66th EOD to me regarding Fort Taylor.

As you will see, ordnance removal at Fort Taylor will be a formidable project, not only because of the unknown nature of the remains, but also because of the large volume of fill to be examined and the large number of artifacts that can be expected to be recovered. It would be safe to assume, until demonstrated otherwise, that all of the artifacts which would be uncovered during an ordnance removal project could have historical significance, and also to assume that all artifacts will require conservation of some sort, most likely electrolysis to remove salts followed by application of stable coatings.

During an ordnance removal project at Fort Taylor our agency would be concerned about three issues. First, Fort Taylor is believed to contain the largest cache of undocumented Civil War ordnance known to exist; some items of ordnance already recovered at Fort Taylor represent pieces which are not known to exist anywhere else in the country. The historical value of these items is great, and they offer an opportunity for research and public interpretation through exhibit not only at Fort Taylor, but also at other coastal fortifications throughout the country. Any excavations at Fort Taylor would require a research permit to be granted by our agency, in accordance with state law and rule. One condition of that permit would be that a full-time archaeologist be funded by the project. This would be for the purpose of addressing our second and third concerns, to ensure that proper archaeological techniques were followed in maintaining provenience information, and to ensure that

the conservation facility was properly functioning and that artifacts were being properly cared for as they were removed and processed. As in past work at Fort Taylor, the archaeologist would defer to the decisions of EOD personnel regarding hazardous material. We would expect that material determined not to be hazardous would be treated as archaeologically significant artifacts, and would hope that hazardous material could at least be documented before disposal.

I trust that the above information will be useful to you in developing a proposal to begin a Defense Environmental Restoration Project at Fort Taylor. If I can help in any other way, please call me at (904) 487-2299.

Sincerely,



James J. Miller
State Archaeologist and Chief,
Bureau of Archaeological Research

cc: Mark Barnes
Southeast Regional Office
National Park Service
75 Spring Street, S.W.
Atlanta, GA 30303

Herschel Shepard
Shepard Associates Architects & Planners, Inc.
2111 Corporate Square Boulevard
Jacksonville, FL 32216

Rudd Long
Florida Department of Natural Resources
Division of Recreation and Parks
District 9 Administration
P.O. Box 2660
Key Largo, FL 33037

Sgt. Deborah Warner
Department of the Army
66th Ordnance Detachment
FORSCOM Field Operation Activity (DCSOPS)
Cape Canaveral Air Force Station
Patrick Air Force Base, Florida 32925



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

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(904) 488-1480 (904) 488-3353

January 16, 1991

Mr. Rudd M. Long
Historic Preservationist
District 9 Administration
Department of Natural Resources
Post Office Box 2660
Key Largo, Florida 33037

In Reply Refer To:
Robert C. Taylor
Historic Preservation
Planner
(904) 487-2333
Project File No. 903779

RE: Proposed Survey of Moat Area at Fort Zachary Taylor,
Monroe County, Florida

Dear Mr. Long:

In accordance with this agency's responsibilities under Section 267.061, Florida Statutes, we have reviewed the above referenced project.

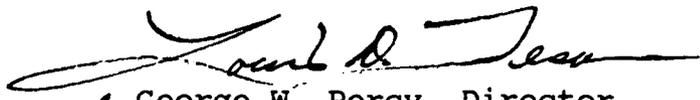
Since your letter of December 28, 1990 was received, Jim Miller of the Bureau of Archaeological Research discussed with you the proposal of the U.S. Army Corps of Engineers to fund a Defense Environmental Restoration Project (DERP) at Fort Zachary Taylor to remove hazardous ordnance. Because there is a possibility of hazardous ordnance being found at the bottom of the moat, we would recommend that the moat area be included within the scope of the DERP project. This will ensure that these remains are considered, along with those of the fort's casemates, by an archaeologist and that hazardous as well as inert artifacts receive the proper care and treatment.

Attn: [unclear]

Mr. Rudd Long
January 16, 1991
Page Two

If you have any questions concerning our comments, please do not hesitate to contact us. Your interest in protecting Florida's archaeological and historical resources is appreciated.

Sincerely,


George W. Percy, Director
Division of Historical Resources

GWP/rt

cc: Jim Miller
Ed Higgins
Bob Pennington

APPENDIX A
RISK ASSESSMENT PROCEDURES FOR
EXPLOSIVE ORDNANCE (EXO)

Site Name FORT TAYLOR Rater's Name JAMES McADAMS
 Site Location KEY WEST FLORIDA Organization CESAT-PD-2E
 DERP Project # I04FL022700 RAC _____

EXO RISK ASSESSMENT:

This risk assessment procedure was developed in accordance with MIL-STD 882B and AR 385-10.

The EXO risk assessment is based upon documented evidence consisting of records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, and field observations, interviews, and measurements. These data are used to assess the risk involved based upon the hazards identified at the site. The risk assessment is composed of two factors, hazard severity and hazard probability.

Any field activities should be made with the assistance of qualified EOD personnel.

Part I. Hazard Severity. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap resulting from personnel exposure to various types and quantities of unexploded ordnance items.

TYPE OF ORDNANCE

A. Conventional Ordnance and Ammunition

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Small Arms (.22 cal - .50 cal)	2	0	<u>0</u>
Medium/Large Caliber (20 mm and larger)	10	0	<u>10</u>
Bombs, Explosive	10	0	<u>10</u>
Bombs, Practice (w/spotting charges)	6	0	<u>0</u>
Grenades, Hand and Rifle, Explosive	10	0	<u>0</u>
Grenades, Practice (w/spotting charges)	6	0	<u>0</u>

AFC 3

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Landmines, Explosive	10	0	<u>0</u>
Landmines, Practice (w/spotting charges)	6	0	<u>0</u>
Rockets, Guided Missiles, Explosive	10	0	<u>0</u>
Detonators, Blasting Caps	10	0	<u>10</u>
Demolition Charges	10	0	<u>0</u>
Conventional Ordnance and Ammunition Value (Maximum of 10).			<u>10</u>

B. Pyrotechnics

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Any Munition Containing White Phosphorus or other Pyrophoric Material (i.e., Spontaneously Flammable)	10	0	<u>0</u>
Any Munition Containing a Flame or Incendiary Material (i.e., Napalm, Triethylaluminum Metal Incendiaries)	6	0	<u>0</u>
Military Flares	4	0	<u>0</u>
Pyrotechnics Value (Maximum of 10).			<u>0</u>

C. Bulk High Explosives (Bulk explosives not an integral part of conventional ordnance).

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Primary or Initiating Explosives (Lead Styphnate, Lead Azide, Nitroglycerin, Mercury Azide, Mercury Fulminate, etc.)	10	0	<u>10</u>
Booster, Bursting or Fuse Explosives (PETN, Compositions A, B, C, Tetryl, TNT, RDX, HMX, HBX, Black Powder, etc.)	10	0	<u>10</u>

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Military Dynamite	10	0	<u>0</u>
Less Sensitive Explosives (Ammonium Nitrate, Favier Explosives, etc.)	3	0	<u>0</u>
High Explosives Value (Maximum value of 10).			<u>10</u>

D. Propellants

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Solid or Liquid Propellants	6	0	<u>0</u> <u>0</u>

E. Chemical Agents/Radiological Materials/Munitions

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Radiological	25	0	<u>0</u>
Toxic Chemical Agents (Choking, Nerve, Blood, Blister)	25	0	<u>0</u>
Incapacitating Agent (BZ)	10	0	<u>0</u>
Riot Control and Miscellaneous (Vomiting, Tear, Chlorine, Mustard Simulant)	5	0	<u>0</u>
Any Munition Containing Smoke, Illumination, Signal Charge	4	0	<u>0</u>

Chemical Agents/Radiological Materials/Munitions Value (Maximum 25). 0

Total Ordnance and Explosive Waste Characteristics Value (Total = 20
A + B + C + D + E with a Maximum value of 61).

TABLE 1

HAZARD SEVERITY

Description	Category	Value
CATASTROPHIC	I	≥ 21
<u>CRITICAL</u>	II	$\geq 13 < 21$
MARGINAL	III	$\geq 5 < 13$
NEGLIGIBLE	IV	< 5

* Apply Hazard Severity to Table 3.

Part II. Hazard Probability. The probability that a hazard has been or will be created due to the presence and other rated factors of explosive ordnance (EXO) on a formerly used DOD site.

AREA, EXTENT, ACCESSIBILITY OF CONTAMINATION

A. Locations of Contamination

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Within Tanks, Pipes, Vessels or Other confined locations.	5	0	<u>5</u>
On the surface or within 3 feet.	5	0	<u>0</u>
Inside walls, ceilings, or other parts of Buildings or Structures.	4	0	<u>4</u>
Subsurface, greater than 3 feet in depth.	3	0	<u>3</u>

Value for location of EXO (Maximum Value of 5).

5

B. Distance to nearest inhabited locations or structures likely to be at risk from EXO site (roads, parks, playgrounds, and buildings).

<u>Distance to Nearest Target</u>	VALUE
Less than 1250 feet	⑤
1250 feet to 0.5 miles	4
0.5 miles to 1.0 mile	3
1.0 mile to 2.0 miles	2
2.0 miles to 5.0 miles	1
Over 5.0 miles	0

Distance to Persons Value (Maximum Value of 5).

5

C. Numbers and types of Buildings within a 2 mile radius measured from the hazardous area, not the installation boundary.

Number of Buildings	VALUE
0	0
1 to 10	1
11 to 50	2
51 to 100	3
101 to 250	4
251 or Over	⑤

Number of Buildings Value (Maximum Value of 5).

5

D. Types of Buildings

	VALUE
Educational, Child Care, etc.	⑤
Residential, Hospitals, Hotels, etc.	⑤
Commercial, Shopping Centers, etc.	5
Industrial Warehouse, etc.	4
Agricultural, Forestry, etc.	3
Detention, Correctional	2
Military	1
No Buildings	0

Types of Buildings Value (Maximum Value of 5).

5

E. Accessibility to site refers to the measures taken to limit access by humans or animals to ordnance and explosive wastes. Use the following guidance:

Barrier	Assigned Value
A 24-hour surveillance system (e.g., television monitoring or surveillance by guards or facility personnel) which continuously monitors and controls entry onto the facility;	0

or Barrier	Assigned Value
An artificial or natural barrier (e.g., a fence combined with a cliff), which completely surrounds the facility; and a means to control entry, at all times, through the gates or other entrances to the facility (e.g., an attendant, television monitors, locked entrances, or controlled roadway access to the facility).	0

Security guard, but no barrier	1
--------------------------------	---

A barrier, (any kind of fence) but no separate means to control entry	②
---	---

Barriers do not completely surround the facility	3
--	---

No barrier or security system	5
-------------------------------	---

Accessibility Value (Maximum Value of 5). 2

F. Site Dynamics - This deals with site conditions that are subject to change in the future, but may be stable at the present. Examples would be excessive soil erosion by beaches or streams, increasing land development that could reduce distances from the site to inhabited areas or otherwise increase accessibility.

	VALUE
None Anticipated	0
Expected	5

(Maximum Value of 5) 4

Total value for hazard probability.
 Sum of Values A through F. 4
 (Not to exceed 30). Apply this value to Hazard Probability Table 2 to determine Hazard Level.

TABLE 2

HAZARD PROBABILITY

Description	Level	Value
FREQUENT	A	≥27
<u>PROBABLE</u>	B	>21 <27
OCCASIONAL	C	≥15 <21
REMOTE	D	≥ 8 <15
IMPROBABLE	E	<8

* Apply Hazard Probability to Table 3.

Part III. Risk Assessment. The risk assessment value for this site is determined using the following Table 3. Enter with the results of the hazard probability and hazard severity values.

TABLES 1 AND 2

HAZARD SEVERITY - CRITICAL
(from Table 1)

HAZARD PROBABILITY - PROBABLE
(from Table 2)

26 new
14 New

TABLE 3

Probability Level		FREQUENT A	PROBABLE B	OCCASIONAL C	REMOTE D	IMPROBABLE E
Severity Category:						
CATASTROPHIC	I	1	1	2	3	4
CRITICAL	II	1	2	3	4	5
MARGINAL	III	2	3	4	4	5
NEGLIGIBLE	IV	3	4	4	5	5

Note: The risk assessment code for EXO is not equivalent to the risk assessment code prescribed in AR 385-10.

RISK ASSESSMENT CODE (RAC)

- RAC 1 Imminent Hazard - Emergency action required to mitigate the hazard or protect personnel (i.e., Fencing, physical barrier, guards, etc.).
- RAC 2 Action required to mitigate hazard or protect personnel. Feasibility study is appropriate.
- RAC 3 Action required to evaluate potential threat to personnel. High priority Site Inspection is appropriate.
- RAC 4 Action required to evaluate potential threat to personnel. Site Inspection is appropriate.
- RAC 5 No action required.

Justification. In narrative form, summarize the documented evidence that supports this risk assessment.



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

January 14, 1991

Mr. Bob Pennington
US Army Corps of Engineers
CESAJ-PD-EE
P.O. Box 4970
Jacksonville, FL 32232-0019

Dear Mr. Pennington,

As we discussed by phone, I am writing to request the assistance of the Corps of Engineers in removing hazardous ordnance from Fort Taylor in Key West. As you know, this installation was transferred from the Federal Government to the State of Florida and is operated by the Division of Recreation and Parks of the Florida Department of Natural Resources as a Historic Site. Mr. Rudd Long, with whom you have spoken, and to whom I have read this letter, is the contact person for Department of Natural Resources as land manager. Our agency's role at Fort Taylor is twofold: first, Chapter 267 of the Florida Statutes declares that title to abandoned objects of antiquity on state lands is vested in the Division of Historical Resources; second, because removal of ordnance is a federal undertaking, Section 106 of the Historic Preservation Act applies, requiring review and comment by the staff of the State Historic Preservation Officer. The contact person for that review is Louis Tesar, at the letterhead address. Mr. Tesar's phone number is (904) 487-2333. Finally, I should add that Fort Taylor is a National Historic Landmark, a status conferred only upon the nation's most significant historical resources, and as such will require project review and coordination with the National Park Service and the Advisory Council on Historic Preservation. The contact person at NPS who is most familiar with the site is Dr. Mark Barnes, phone (404) 331-2638, address below at cc:.

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Sincerely,



James J. Miller
State Archaeologist and Chief,
Bureau of Archaeological Research

cc: Mark Barnes
Southeast Regional Office
National Park Service
75 Spring Street, S.W.
Atlanta, GA 30303

Herschel Shepard
Shepard Associates Architects & Planners, Inc.
2111 Corporate Square Boulevard
Jacksonville, FL 32216

Rudd Long
Florida Department of Natural Resources
Division of Recreation and Parks
District 9 Administration
P.O. Box 2660
Key Largo, FL 33037

Sgt. Deborah Warner
Department of the Army
66th Ordnance Detachment
FORSCOM Field Operation Activity (DCSOPS)
Cape Canaveral Air Force Station
Patrick Air Force Base, Florida 32925



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

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Director's Office Telecopier Number (FAX)
(904) 488-1480 (904) 488-3353

January 16, 1991

Mr. Rudd M. Long
Historic Preservationist
District 9 Administration
Department of Natural Resources
Post Office Box 2660
Key Largo, Florida 33037

In Reply Refer To:
Robert C. Taylor
Historic Preservation
Planner
(904) 487-2333
Project File No. 903779

RE: Proposed Survey of Moat Area at Fort Zachary Taylor,
Monroe County, Florida

Dear Mr. Long:

In accordance with this agency's responsibilities under Section 267.061, Florida Statutes, we have reviewed the above referenced project.

Since your letter of December 28, 1990 was received, Jim Miller of the Bureau of Archaeological Research discussed with you the proposal of the U.S. Army Corps of Engineers to fund a Defense Environmental Restoration Project (DERP) at Fort Zachary Taylor to remove hazardous ordnance. Because there is a possibility of hazardous ordnance being found at the bottom of the moat, we would recommend that the moat area be included within the scope of the DERP project. This will ensure that these remains are considered, along with those of the fort's casemates, by an archaeologist and that hazardous as well as inert artifacts receive the proper care and treatment.

Mr. Rudd Long
January 16, 1991
Page Two

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Sincerely,



George W. Percy, Director
Division of Historical Resources

GWP/rt

cc: Jim Miller
Ed Higgins
Bob Pennington



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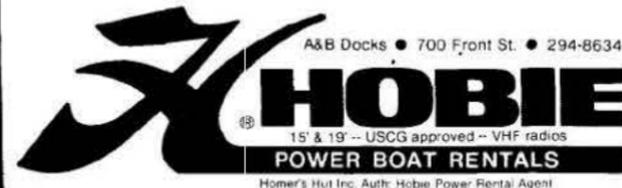


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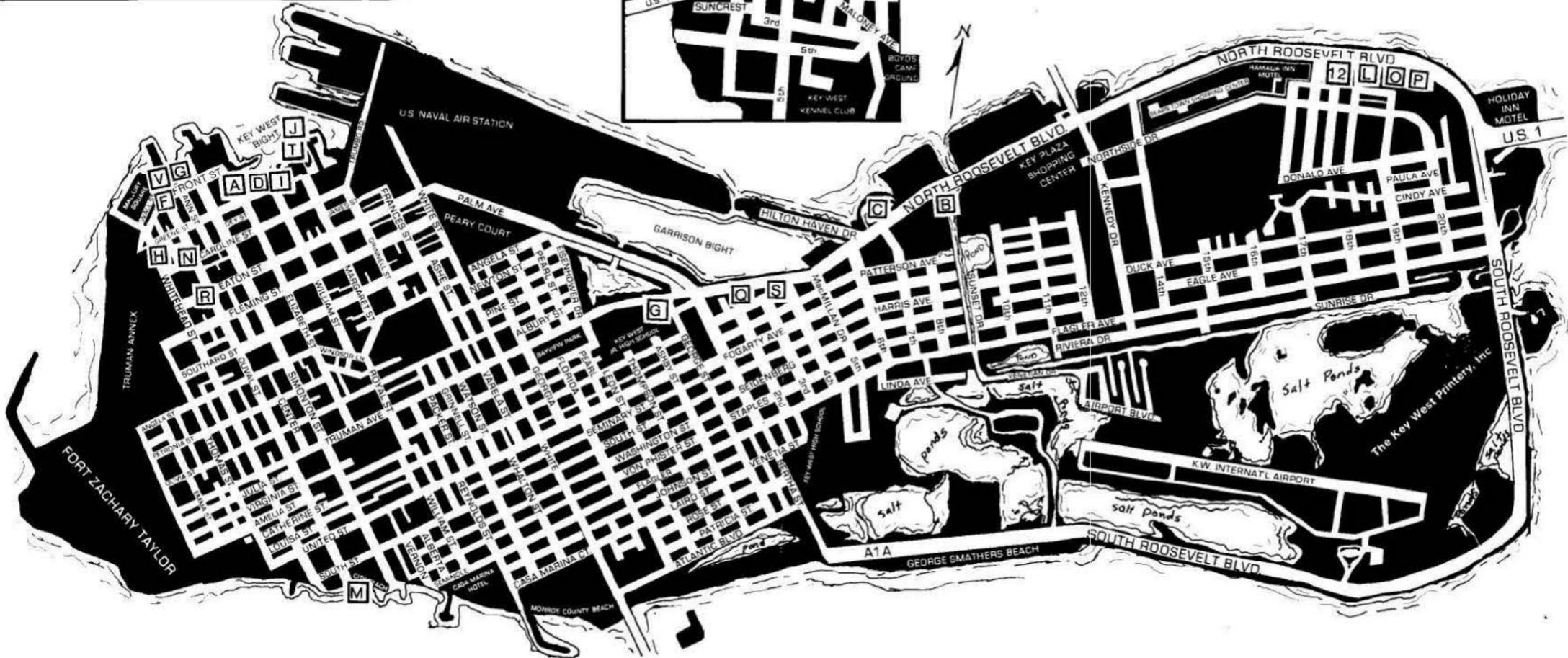
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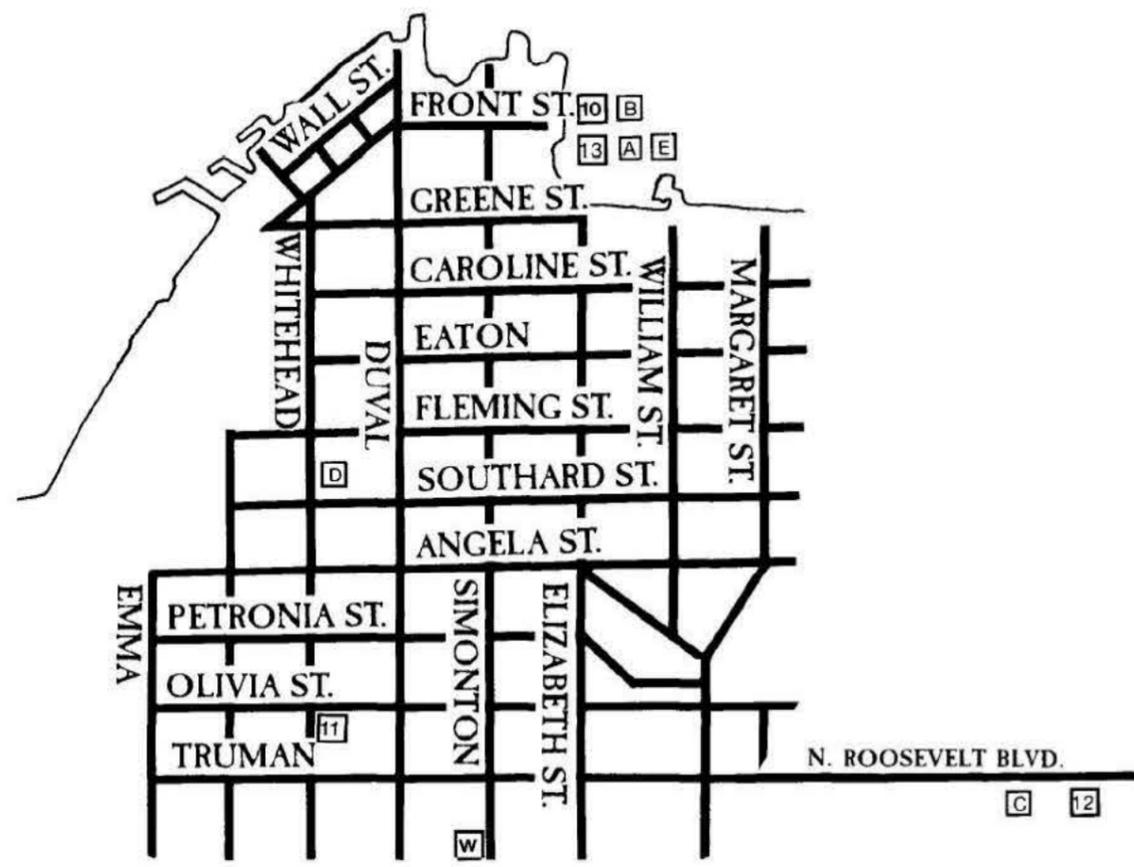


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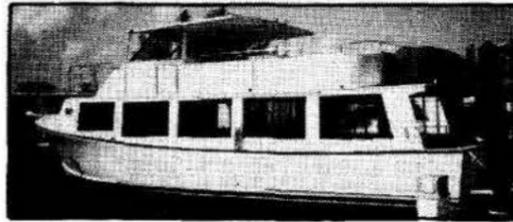
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CESAJ-RE-M (200)

2 August 1989

MEMORANDUM FOR CESAJ-PD *PJS*

SUBJECT: Defense Environmental Restoration Program (DERP) Drafts
for Marianna Army Airfield, Perry USARC, Fort Taylor, Fortuna
Hill Gun Emplacement and Navy Degaussing Station

Enclosed are the drafts for paragraphs 2, 3 and 4, under the
Findings of Fact, along with copies of the disposal instruments
for inclusion into Inventory Project Reports for the following
sites:

Marianna Army Airfield, Marianna, Florida
Project No. I04FL006104 (encl 1)

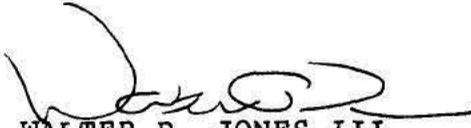
Perry USARC, Taylor County, Florida
Project No. I04FL037400 (encl 2)

✓ Fort Taylor, Key West, Monroe County, Florida
Project No. I04FL022700 (encl 3)

Fortuna Hill Gun Emplacement Site, St. Thomas, Virgin Islands
Project No. I02UI056400 (encl 4)

Navy Degaussing Station, Hassel Island, St. Thomas, Virgin
Islands - Project No. (encl 5)

5 Encls


WALTER P. JONES III
Chief, Real Estate Division

Fort Taylor
Key West, Monroe County, Florida
Project No. I04FL022700

Findings of Fact

2) Fort Zachary Taylor, originally was comprised of 72.23 acres of public domain lands (fee) which was transferred in 1845 to the War Department for construction of a harbor defense site. In 1943, the United States acquired an additional 6.67 acres in fee by condemnation. Between 1909 and 1940, the Department of the Army filled 21.43 acres of submerged lands in or around the original reservation. The entire 100.27 acres acquired was transferred from the Department of War to the Department of the Navy between 1943 and 1947. The Department of the Navy filled additional acreage of submerged lands in or around the original reservation. The State of Florida filed a Disclaimer to title to those filled lands totaling 78.22 acres on 01 July 1968, 63.76 acres of which were within the boundaries of Fort Taylor. The entire Fort Taylor site after acquisition and filling comprised 164.03 acres, more or less.

3) On the old Fort Taylor site, the Department of the Army and Department of the Navy constructed approximately 86 buildings including warehouses, housing units, office buildings, water towers, fuel storage facilities, parking areas, administration buildings and antennas. The old Fort Zachary Taylor, built in the late 1800's, was also located on this property.

4) Of the total of 164.03 acres acquired and filled for the Fort Taylor site, approximately 112.71 acres are still utilized and under the control of the Department of the Navy. This area is known as Truman Annex. The other 51.32 acres were declared excess by the Department of the Navy in the early 1970's. GSA assigned the 51.32 acres to the Secretary of the Interior. By Quitclaim deed, dated 7 October 1976, the Secretary of the Interior conveyed 38.00 acres to the State of Florida for public park purposes. This deed contained restrictions on the use and also included the recapture clause in the event of a national emergency and a reverter clause for breach of the restrictions. By Quitclaim deed, dated 21 November 1979, the Secretary of the Interior conveyed 13.32 acres to the State of Florida for public park purpose. This acre contained the old Fort Zachary Taylor and the deed also contained restrictions including the recapture clause in the event of national emergency and the reverter clause for breach of restrictions. The State of Florida now operates a park and recreation area on the 51.32 acres.

216949

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Heritage Conservation and Recreation Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes, by the State of Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 13.32 acres, located in Monroe County, Florida:

In the City of Key West, commencing at a point on the southwest corner of the center section of the Mole at the Truman Annex (former Naval Station), the coordinates of which are N79,821.0 and E 230,188.0 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point at Latitude North 24°20'00" and 500,000 feet west of Longitude West 81°00'00"; thence run south 10°00'00" west, a distance of 2,443.0 feet along the west property line of a 38 acre parcel containing a structure known as Fort Zachary Taylor to a point; thence run south 80°00'00" east a distance of 965.0 feet along the south property line of the 38 acre parcel containing the structure known as Fort Zachary Taylor to the Point of Beginning; thence run north 10°00'00" east, along a line which is also the southeast boundary of the 38 acre parcel containing the structure known as Fort Zachary Taylor, a distance of 1,045.0 feet, more or less, to a point which is the intersection of the south and east walls of the south corner of a structure known as "Fort Zachary Taylor"; thence along the east wall of Fort Zachary Taylor for the following runs: in a northwesterly direction a distance of 80.0 feet, in a southwesterly direction a distance of 10.0 feet, in a northwesterly direction a distance of 65.8 feet to a corner of Fort Zachary Taylor; thence continuing in a northwesterly direction a distance of 72.0 feet to the southeasterly corner of Building number 227; thence north 84°00'00" east a distance of 400.0 feet; thence south 19°00'00" east a distance of 400.0 feet; thence south 10°00'00" west a distance of 995.0 feet, more or less, to a point on the south boundary of Truman Annex; thence north 80°00'00" west along the south boundary of Truman Annex a distance of 450.0 feet, more or less, back to the Point of Beginning and containing 13.32 acres, more or less.

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not the same now appear of record.

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PLATTE
MONROE
COUNTY

80 AUG-6 AMO:26

FILED FOR RECORD

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To have and to hold the heretofore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee in April, 1979, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of,

and in favor of the Grantee and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantor and the Grantee agree that the Grantee is prohibited from developing the property herein conveyed in any manner which is incompatible with Executive Order 11988, relating to Floodplain Management, and Executive Order 11990, relating to Protection of Wetlands. The Grantor and the Grantee agree that this prohibition is irrevocable, and the Grantee agrees to include in any subsequent transfer an identical irrevocable prohibition.

8. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Grantee shall be on the lookout for archaeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered.

10. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances

complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 21 day of November, 1979.

UNITED STATES OF AMERICA
acting by and through the
Secretary of the Interior

Through:

Robert H. Baker
Southeast Regional Director
Heritage Conservation and Recreation Service

By W. Thomas Brown

WITNESSES:

Wanda Farmer
Klaude Reams

STATE OF Georgia)
COUNTY OF Talbot) ss

On this 21 day of November, 1979, before me, the subscriber, personally appeared W. Thomas Brown, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Robert H. Baker
NOTARY PUBLIC

My commission expires:
1-3-80

I N T E R L O C A L A G R E E M E N T

THIS AGREEMENT made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA and THE STATE OF FLORIDA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS:

W I T N E S S E T H:

WHEREAS, the Board is desirous of providing five CETA Title VI employees to perform work for the Division of Recreation and Parks for the purpose of removing exotic plants and cleaning up of debris at Fort Taylor State historic site, and

WHEREAS, the Division is in need of said personnel,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation herein, the parties hereto agree as follows:

1. That the Board does hereby agree to furnish to the Division five (5) CETA Title VI employees to be employed in the Division's program at Fort Taylor of removing exotic plants and debris.

2. Said employees shall be selected by the Board through the Public Works Department and shall be assigned off station duty as aforesaid at Fort Taylor from January 1, 1978 through September 30, 1978.

3. Said employees shall be under the supervision and control of the Division while at the Fort Taylor site and specifically under the direct supervision of Ranger Loran E. Crabb.

4. That the County shall be liable for all injuries at Fort Taylor that said CETA employees may incur and the County shall carry the appropriate amounts of Workmen's Compensation Insurance.

5. That said employees shall be furnished in accordance with the County's "Fort Zachary Taylor" C. E. T. A. Title VI (Special) Project Proposal and shall be paid by the County.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not of record.

To Have and to Hold the hereinafore described premises subject to the reservations, exceptions, easements and covenants herein expressed and set forth to its successors and assigns, forever.

Pursuant to authority contained in the Federal Civilian Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the Civilian Administrative Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity; the Grantee shall, prior to any construction, grading, paving, or other work on the grounds at Fort Taylor, landscaping the grounds, or carrying out any other action resulting in a change in the character of the grounds or structures thereon (other than routine maintenance tasks), submit a complete program of utilization for such work to the Grantor for approval, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority conferred in 16 U.S.C. 1782 of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the State of Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 38 acres, located in Monroe County, Florida:

IN THE CITY OF KEY WEST, commencing at a point on the southwest corner of the center section at the mole at the Naval Station, the coordinates of which are N79,821.0 and E230,188.0 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point at latitude 24°20'N, and 500,000 feet west of longitude 81°00'W; thence run south 10°00'W, a distance of 245.0 feet along the west property line of the Naval Station to the point of beginning; thence run south 10°00'W a distance of 2198.0 feet along the west property line of the Naval Station to a point; thence run south 80°00'E a distance of 965.0 feet along the south property line of the Naval Station to a point; thence N10°00'E a distance of 1045.0 feet to a point which is the intersection of the south and east walls of a structure known as "Fort Taylor;" thence meandering along the east wall of said structure to a point which is the intersection of its north and east walls; thence N38°00'W a distance of 870.0 feet more or less back to the point of beginning, containing 38.0 acres, more or less, and including the structure known as Fort Zachary Taylor.

This deed was prepared in the Office of the Regional Solicitor, U. S. Department of the Interior, 247 Canal Street, N.E., Suite 400, Atlanta, Georgia 30303.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the area indicating that the property and has been acquired from the Federal Government for the general public.

3. The property shall not be sold, leased, or otherwise disposed of except to another eligible agency that the Secretary of the Interior agrees in writing to assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing major related recreational facilities and services such as public tours, equipment rentals, etc., compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior. It is understood that this requirement does not apply to concession agreements with private parties to provide normal sales items to the public.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest

in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration hereof, the Grantee, its successors and assigns, covenants and agrees for itself, its successors and assigns, that:

- (1) the program for or in connection with which the land hereby conveyed will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued pursuant to the provisions of Title VI of the Civil Rights Act of 1964;
- (2) this covenant shall be subject in all respects to the provisions of said regulations;
- (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant;
- (4) the United States shall have the right to seek judicial enforcement of this covenant, and
- (5) the Grantee, its successors and assigns, will:
 - (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and
 - (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns, except that any money judgments against the Grantee shall be binding only to the extent granted by Florida law.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other [unclear] Grantee, its successors and assigns [unclear] and covenants, or otherwise, all right, title and [unclear] and to the said premises shall revert to and be [unclear] of the Grantor at its option, which in addition [unclear] remedies for such breach (except that any money [unclear] the Grantee shall be binding only to the extent granted [unclear] law) shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 7th day of OCTOBER, 1976.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

Through:

Robert M. Baker
Southeast Regional Director
Bureau of Outdoor Recreation

By: [Signature]

WITNESSES:

William H. Jones
William H. Jones

STATE OF Florida
COUNTY OF Duval

On this 17th day of October
before me, the subscriber, personally appears _____
Bureau of Outdoor Recreation, of the United States
the Interior, a governmental agency of the United States
America, and known to me to be the same person _____
who executed the foregoing instrument aforesaid, as _____
deed of the United States of America, for and on behalf of
Secretary of the Interior, duly designated, empowered and
authorized so to do by said Secretary, and he acknowledged that
he executed the foregoing instrument for and on behalf of the
United States of America, for the purposes and uses therein
described.

Ray J. Baker
NOTARY PUBLIC

My Commission expires:

Notary Public, Florida, State of Florida
My Commission Expires 12/31/1964

The foregoing conveyance is hereby accepted and the under-
signed agrees, by this acceptance, to assume and be bound by all
the obligations, conditions, covenants and agreements therein
contained.

State of Florida, Board of Trustees
of the Internal Improvement Trust
Fund

By: Harmon W. Childs
Executive Director
Florida Department of Natural
Resources

APPROVED AS TO
FORM AND LEGALITY

NOTARY PUBLIC

6. That the Division shall report the time worked by said employees and shall report any instance of employee misconduct to the Public Works Department so that proper disciplinary measures may be taken by the County with reference to said misconduct.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their official who have the authority to contract in behalf of the County and the Division, this 24 day of January, A.D., 1978.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Richard M. ...*
Mayor/Chairman

(SEAL)

Attest:

[Signature]
Clerk

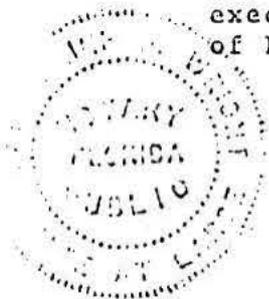
STATE OF FLORIDA, DEPARTMENT OF
NATURAL RESOURCES, DIVISION OF
RECREATION AND PARKS

By: *Loran E. Crabb*
Ranger, Loran E. Crabb

Richard M. Payne

STATE OF Florida)
COUNTY OF Leon) ss

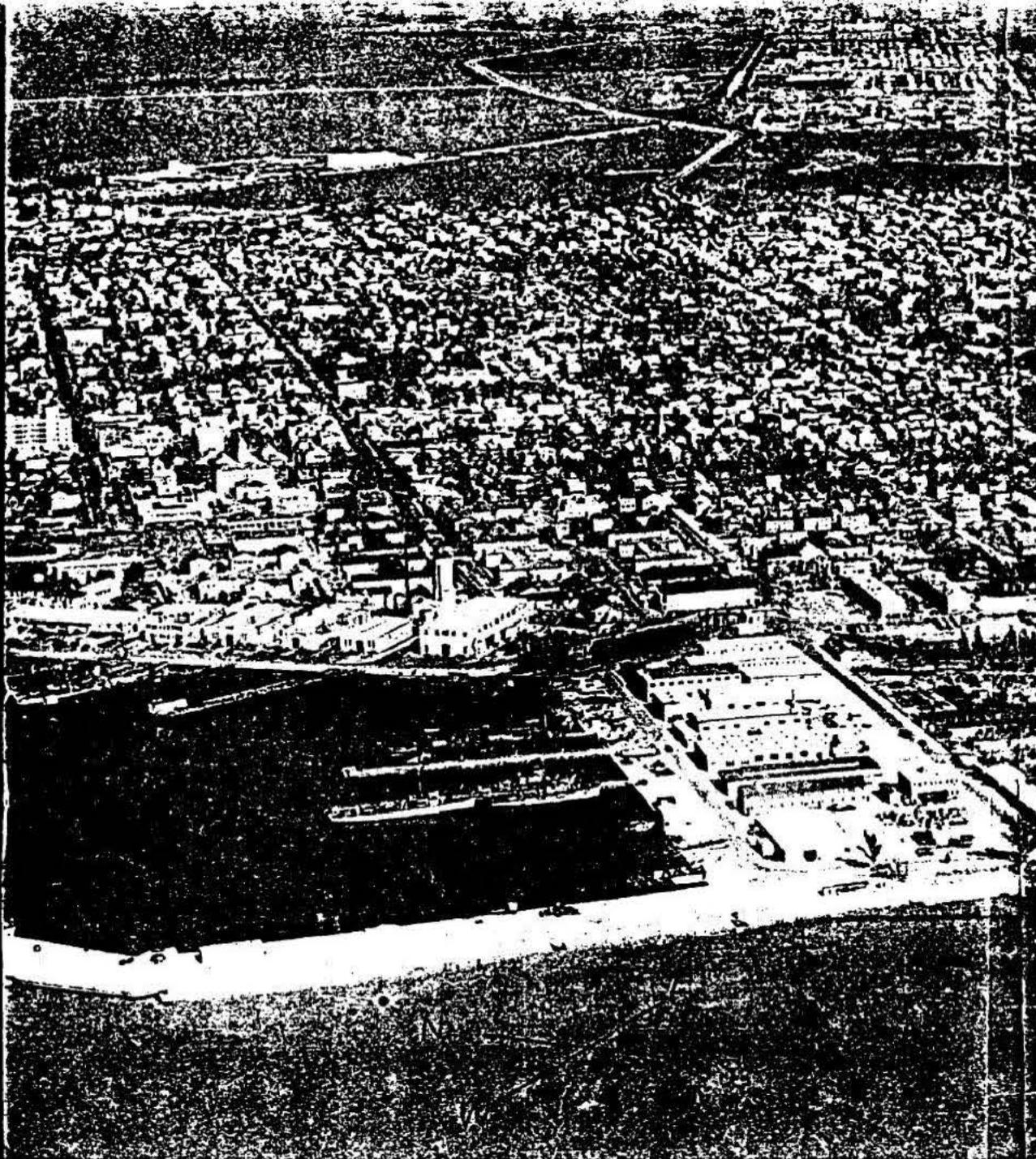
On this 1st day of July, 1978, before me, the undersigned Officer, person W. Shields, to me known and known to me to be whose name is subscribed to the foregoing deed, by me duly sworn, did depose and say that he is the Director of the Florida Department of Natural Resources, is duly designated, empowered and authorized by the Florida Department of Natural Resources to execute the foregoing acceptance and sign his name and that he signed his name thereto and acknowledges the executed the foregoing instrument for and on behalf of the State of Florida for the purposes and uses therein described.



James A. Wright
NOTARY PUBLIC

My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires June 29, 1978
Bonded by American Fire & Casualty Co.

RECORDED IN OFFICE OF THE CLERK
MONROE COUNTY, FLORIDA
JULY 1, 1978
CLERK OF COURT



Key West, Southernmost United States City, Spreads Across a Coral Dot, "The Rock"
 This four-mile-long island, home of 19,000 people, stretches from Gulf to Atlantic. It has tales to tell of Indian dugouts, Spanish galleons, and pirate ships. Latest is submarines; the Navy's sub base lies at lower left.



Tropic Sun and Gulf Breeze Kiss Frostproof Shores. Hurricane Is the City's Mortal Enemy
 Roosevelt Boulevard leads in (center, left) from distant keys and Overseas Highway (page 49). Navy's Boca Chica airfield sits in the upper right, the Yacht Basin in the upper left. Old Fort Taylor stands in the foreground.

APPENDIX A
RISK ASSESSMENT PROCEDURES FOR
EXPLOSIVE ORDNANCE (EXO)

Site Name FORT TAYLOR Rater's Name JAMES McADAMS
 Site Location KEY WEST FLORIDA Organization CESAT-PD-EE
 DERP Project # I04FL022900 RAC _____

EXO RISK ASSESSMENT:

This risk assessment procedure was developed in accordance with MIL-STD 882B and AR 385-10.

The EXO risk assessment is based upon documented evidence consisting of records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, and field observations, interviews, and measurements. These data are used to assess the risk involved based upon the hazards identified at the site. The risk assessment is composed of two factors, hazard severity and hazard probability.

Any field activities should be made with the assistance of qualified EOD personnel.

Part I. Hazard Severity. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap resulting from personnel exposure to various types and quantities of unexploded ordnance items.

TYPE OF ORDNANCE

A. Conventional Ordnance and Ammunition

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Small Arms (.22 cal - .50 cal)	2	0	<u>0</u>
Medium/Large Caliber (20 mm and larger)	10	0	<u>10</u>
Bombs, Explosive	10	0	<u>10</u>
Bombs, Practice (w/spotting charges)	6	0	<u>0</u>
Grenades, Hand and Rifle, Explosive	10	0	<u>0</u>
Grenades, Practice (w/spotting charges)	6	0	<u>0</u>

ATTC 3

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Landmines, Explosive	10	0	<u>0</u>
Landmines, Practice (w/spotting charges)	6	0	<u>0</u>
Rockets, Guided Missiles, Explosive	10	0	<u>0</u>
Detonators, Blasting Caps	10	0	<u>10</u>
Demolition Charges	10	0	<u>0</u>
Conventional Ordnance and Ammunition Value (Maximum of 10).			<u>10</u>

B. Pyrotechnics

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Any Munition Containing White Phosphorus or other Pyrophoric Material (i.e., Spontaneously Flammable)	10	0	<u>0</u>
Any Munition Containing a Flame or Incendiary Material (i.e., Napalm, Triethylaluminum Metal Incendiaries)	6	0	<u>0</u>
Military Flares	4	0	<u>0</u>
Pyrotechnics Value (Maximum of 10).			<u>0</u>

C. Bulk High Explosives (Bulk explosives not an integral part of conventional ordnance).

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Primary or Initiating Explosives (Lead Styphnate, Lead Azide, Nitroglycerin, Mercury Azide, Mercury Fulminate, etc.)	10	0	<u>10</u>
Booster, Bursting or Fuse Explosives (PETN, Compositions A, B, C, Tetryl, TNT, RDX, HMX, HBX, Black Powder, etc.)	10	0	<u>10</u>

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Military Dynamite	10	0	<u>0</u>
Less Sensitive Explosives (Ammonium Nitrate, Favier Explosives, etc.)	3	0	<u>0</u>
High Explosives Value (Maximum value of 10).			<u>10</u>

D. Propellants

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Solid or Liquid Propellants	6	0	<u>0</u> <u>0</u>

E. Chemical Agents/Radiological Materials/Munitions

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Radiological	25	0	<u>0</u>
Toxic Chemical Agents (Choking, Nerve, Blood, Blister)	25	0	<u>0</u>
Incapacitating Agent (BZ)	10	0	<u>0</u>
Riot Control and Miscellaneous (Vomiting, Tear, Chlorine, Mustard Simulant)	5	0	<u>0</u>
Any Munition Containing Smoke, Illumination, Signal Charge	4	0	<u>0</u>

Chemical Agents/Radiological Materials/Munitions Value (Maximum 25). 0

Total Ordnance and Explosive Waste Characteristics Value (Total = 20
A + B + C + D + E with a Maximum value of 61).

TABLE 1

HAZARD SEVERITY

Description	Category	Value
CATASTROPHIC	I	≥ 21
<u>CRITICAL</u>	II	$\geq 13 < 21$
MARGINAL	III	$\geq 5 < 13$
NEGLIGIBLE	IV	< 5

* Apply Hazard Severity to Table 3.

Part II. Hazard Probability. The probability that a hazard has been or will be created due to the presence and other rated factors of explosive ordnance (EXO) on a formerly used DOD site.

AREA, EXTENT, ACCESSIBILITY OF CONTAMINATION

A. Locations of Contamination

	<u>YES</u> VALUE	<u>NO</u> VALUE	VALUE
Within Tanks, Pipes, Vessels or Other confined locations.	5	0	<u>5</u>
On the surface or within 3 feet.	5	0	<u>0</u>
Inside walls, ceilings, or other parts of Buildings or Structures.	4	0	<u>4</u>
Subsurface, greater than 3 feet in depth.	3	0	<u>3</u>

Value for location of EXO (Maximum Value of 5).

5

B. Distance to nearest inhabited locations or structures likely to be at risk from EXO site (roads, parks, playgrounds, and buildings).

<u>Distance to Nearest Target</u>	VALUE
Less than 1250 feet	⑤
1250 feet to 0.5 miles	4
0.5 miles to 1.0 mile	3
1.0 mile to 2.0 miles	2
2.0 miles to 5.0 miles	1
Over 5.0 miles	0

Distance to Persons Value (Maximum Value of 5).

5

C. Numbers and types of Buildings within a 2 mile radius measured from the hazardous area, not the installation boundary.

Number of Buildings	VALUE
0	0
1 to 10	1
11 to 50	2
51 to 100	3
101 to 250	4
251 or Over	⑤

Number of Buildings Value (Maximum Value of 5).

5

D. Types of Buildings

	VALUE
Educational, Child Care, etc.	⑤
Residential, Hospitals, Hotels, etc.	⑤
Commercial, Shopping Centers, etc.	5
Industrial Warehouse, etc.	4
Agricultural, Forestry, etc.	3
Detention, Correctional	2
Military	1
No Buildings	0

Types of Buildings Value (Maximum Value of 5).

5

E. Accessibility to site refers to the measures taken to limit access by humans or animals to ordnance and explosive wastes. Use the following guidance:

Barrier	Assigned Value
A 24-hour surveillance system (e.g., television monitoring or surveillance by guards or facility personnel) which continuously monitors and controls entry onto the facility;	0

or Barrier	Assigned Value
An artificial or natural barrier (e.g., a fence combined with a cliff), which completely surrounds the facility; and a means to control entry, at all times, through the gates or other entrances to the facility (e.g., an attendant, television monitors, locked entrances, or controlled roadway access to the facility).	0
Security guard, but no barrier	1
A barrier, (any kind of fence) but no separate means to control entry	②
Barriers do not completely surround the facility	3
No barrier or security system	5
Accessibility Value (Maximum Value of 5).	<u>2</u>

F. Site Dynamics - This deals with site conditions that are subject to change in the future, but may be stable at the present. Examples would be excessive soil erosion by beaches or streams, increasing land development that could reduce distances from the site to inhabited areas or otherwise increase accessibility.

	VALUE
None Anticipated	0
Expected	5
(Maximum Value of 5)	<u>4</u>

Total value for hazard probability.
Sum of Values A through F.
(Not to exceed 30). Apply this value
to Hazard Probability Table 2 to determine
Hazard Level.

4

TABLE 2

HAZARD PROBABILITY

Description	Level	Value
FREQUENT	A	≥27
<u>PROBABLE</u>	B	<u>≥21 <27</u>
OCCASIONAL	C	≥15 <21
REMOTE	D	≥ 8 <15
IMPROBABLE	E	<8

* Apply Hazard Probability to Table 3.

Part III. Risk Assessment. The risk assessment value for this site is determined using the following Table 3. Enter with the results of the hazard probability and hazard severity values.

TABLES 1 AND 2

HAZARD SEVERITY - CRITICAL
(from Table 1)

HAZARD PROBABILITY - PROBABLE
(from Table 2)

26 New
14 New

TABLE 3

Probability Level		FREQUENT A	PROBABLE B	OCCASIONAL C	REMOTE D	IMPROBABLE E
Severity Category:						
CATASTROPHIC	I	1	1	2	3	4
CRITICAL	II	1	2	3	4	5
MARGINAL	III	2	3	4	4	5
NEGLIGIBLE	IV	3	4	4	5	5

Note: The risk assessment code for EXO is not equivalent to the risk assessment code prescribed in AR 385-10.

RISK ASSESSMENT CODE (RAC)

- RAC 1 Imminent Hazard - Emergency action required to mitigate the hazard or protect personnel (i.e., Fencing, physical barrier, guards, etc.).
- RAC 2 Action required to mitigate hazard or protect personnel. Feasibility study is appropriate.
- RAC 3 Action required to evaluate potential threat to personnel. High priority Site Inspection is appropriate.
- RAC 4 Action required to evaluate potential threat to personnel. Site Inspection is appropriate.
- RAC 5 No action required.

Justification. In narrative form, summarize the documented evidence that supports this risk assessment.

McAdams

CESAJ-PD-EE (1110-2-1150b)

24 April 1989

MEMORANDUM FOR Chief, Real Estate

SUBJECT: DERP Project: I04FL022700 Fort Taylor, Key West, Florida

1. Site visit for above project is scheduled for 15-16 May 1989. It is requested that a member of CESAJ-RE staff be present during this visit, if needed to develop input to Findings and Determination of Eligibility for this project.

2. Please also provide all input necessary to complete real estate portions of IPR's on above projects NLT 29 June.

3. The following items are also requested prior to the scheduled site visit dates, if available in CESAJ-RE files.

a. Copies of base maps and building lists for above DOD properties which were made prior to excess of property by GSA.

b. Copies of any pertinent correspondence which could be used to investigate potential problem areas.

A. J. SALEM
Chief, Planning Division

McAdams/CESAJ-PD-EE/2117
pkp 4/24/89
Smith/CESAJ-PD-E
Davis/CESAJ-PD-A
Salem/CESAJ-PD

216949

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Heritage Conservation and Recreation Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes, by the State of Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 13.32 acres, located in Monroe County, Florida:

In the City of Key West, commencing at a point on the southwest corner of the center section of the Mole at the Truman Annex (former Naval Station), the coordinates of which are N79,821.0 and E 230,188.0 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point at Latitude North 24°20'00" and 500,000 feet west of Longitude West 81°00'00"; thence run south 10°00'00" west, a distance of 2,443.0 feet along the west property line of a 38 acre parcel containing a structure known as Fort Zachary Taylor to a point; thence run south 80°00'00" east a distance of 965.0 feet along the south property line of the 38 acre parcel containing the structure known as Fort Zachary Taylor to the Point of Beginning; thence run north 10°00'00" east, along a line which is also the southeast boundary of the 38 acre parcel containing the structure known as Fort Zachary Taylor, a distance of 1,045.0 feet, more or less, to a point which is the intersection of the south and east walls of the south corner of a structure known as "Fort Zachary Taylor"; thence along the east wall of Fort Zachary Taylor for the following runs: in a northwesterly direction a distance of 80.0 feet, in a southwesterly direction a distance of 10.0 feet, in a northwesterly direction a distance of 65.8 feet to a corner of Fort Zachary Taylor; thence continuing in a northwesterly direction a distance of 72.0 feet to the southeasterly corner of Building number 227; thence north 84°00'00" east a distance of 400.0 feet; thence south 19°00'00" east a distance of 400.0 feet; thence south 10°00'00" west a distance of 995.0 feet, more or less, to a point on the south boundary of Truman Annex; thence north 80°00'00" west along the south boundary of Truman Annex a distance of 450.0 feet, more or less, back to the Point of Beginning and containing 13.32 acres, more or less.

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not the same now appear of record.

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MONROE COUNTY

80 AUG-6 AM:26

FILED FOR RECORD

To Have and to Hold the hereinafore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee in April, 1979, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of,

and in favor of the Grantee and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantor and the Grantee agree that the Grantee is prohibited from developing the property herein conveyed in any manner which is incompatible with Executive Order 11988, relating to Floodplain Management, and Executive Order 11990, relating to Protection of Wetlands. The Grantor and the Grantee agree that this prohibition is irrevocable, and the Grantee agrees to include in any subsequent transfer an identical irrevocable prohibition.

8. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Grantee shall be on the lookout for archaeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered.

10. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances

complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 21 day of November, 1979.

UNITED STATES OF AMERICA
acting by and through the
Secretary of the Interior

Through:

Robert H. Baker
Southeast Regional Director
Heritage Conservation and Recreation Service

By W. Thomas Brown

WITNESSES:

Glenda Farmer
Klaude Reams

STATE OF Georgia)
COUNTY OF Fulton) ss

On this 21 day of November, 1979, before me, the subscriber, personally appeared W. Thomas Brown, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Robert H. Baker
NOTARY PUBLIC

My commission expires:
1-3-80

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA and THE STATE OF FLORIDA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS:

W I T N E S S E T H:

WHEREAS, the Board is desirous of providing five CETA Title VI employees to perform work for the Division of Recreation and Parks for the purpose of removing exotic plants and cleaning up of debris at Fort Taylor State historic site, and

WHEREAS, the Division is in need of said personnel,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation herein, the parties hereto agree as follows:

1. That the Board does hereby agree to furnish to the Division five (5) CETA Title VI employees to be employed in the Division's program at Fort Taylor of removing exotic plants and debris.

2. Said employees shall be selected by the Board through the Public Works Department and shall be assigned off station duty as aforesaid at Fort Taylor from January 1, 1978 through September 30, 1978.

3. Said employees shall be under the supervision and control of the Division while at the Fort Taylor site and specifically under the direct supervision of Ranger Loran E. Crabb.

4. That the County shall be liable for all injuries at Fort Taylor that said CETA employees may incur and the County shall carry the appropriate amounts of Workmen's Compensation Insurance.

5. That said employees shall be furnished in accordance with the County's "Fort Zachary Taylor" C. E. T. A. Title VI (Special) Project Proposal and shall be paid by the County.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not the same are of record.

To Have and to Hold the hereinafore described premises, subject to the reservations, exceptions, conditions and covenants herein expressed and set forth, unto the Grantee and its successors and assigns, forever.

Pursuant to authority contained in the Federal Civilian Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the Civilian Administrative Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity; the Grantee shall, prior to the construction of any buildings at Fort Taylor, landscaping the grounds, or carrying out any other action resulting in a change in the character of the grounds or structures thereon (other than routine maintenance tasks), submit a complete program of utilization for such work to the Grantor for approval, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the Act of 1948 of the Federal Property and Administrative Services Act of 1948 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the State of Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 38 acres, located in Monroe County, Florida:

IN THE CITY OF KEY WEST, commencing at a point on the southwest corner of the center section at the mole at the Naval Station, the coordinates of which are N79,821.0 and E230,188.0 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point at latitude 24°20'N, and 500,000 feet west of longitude 81°00'W; thence run south 10°00'W, a distance of 245.0 feet along the west property line of the Naval Station to the point of beginning; thence run south 10°00'W a distance of 2198.0 feet along the west property line of the Naval Station to a point; thence run south 80°00'E a distance of 965.0 feet along the south property line of the Naval Station to a point; thence N10°00'E a distance of 1045.0 feet to a point which is the intersection of the south and east walls of a structure known as "Fort Taylor;" thence meandering along the east wall of said structure to a point which is the intersection of its north and east walls; thence N38°00'W a distance of 870.0 feet more or less back to the point of beginning, containing 38.0 acres, more or less, and including the structure known as Fort Zachary Taylor.

This deed was prepared in the Office of the Regional Solicitor, U. S. Department of the Interior, 141 Canal Street, N.E., Suite 409, Atlanta, Georgia 30303.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the park area indicating that the property is a national monument and has been acquired from the Federal Government for the general public.

3. The property shall not be sold, leased, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing to assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing major related recreational facilities and services such as public tours, equipment rentals, etc., compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior. It is understood that this requirement does not apply to concession agreements with private parties to provide normal sales items to the public.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest

in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration of this Deed, the Grantee, its successors and assigns, covenants and agrees for itself, its successors and assigns, that:

- (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued pursuant to the provisions of Title VI of the Civil Rights Act of 1964;
- (2) this covenant shall be subject in all respects to the provisions of said regulations;
- (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant;
- (4) the United States shall have the right to seek judicial enforcement of this covenant, and
- (5) the Grantee, its successors and assigns, will
 - (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and
 - (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns, except that any money judgments against the Grantee shall be binding only to the extent granted by Florida law.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other [unclear] Grantee, its successors and assigns [unclear] and covenants, or otherwise, all right, title, interest and to the said premises shall revert to and be [unclear] of the Grantor at its option, which in addition [unclear] remedies for such breach (except that any money [unclear] the Grantee shall be binding only to the extent granted by law) shall have the right of entry upon said premises, and Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 7th day of OCTOBER, 1976.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

Through:

Robert M. Baker
Southeast Regional Director
Bureau of Outdoor Recreation

By: [Signature]

WITNESSES:

William H. Jones
William H. Jones

STATE OF Florida
COUNTY OF Duval

On this 17th day of September 1954 before me, the subscriber, personally appears William H. Jones of the Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person William H. Jones who executed the foregoing instrument aforesaid, as William H. Jones deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Robert A. [Signature]
NOTARY PUBLIC

My Commission expires:
Notary Public, Duval, Fla. - 1955
No Commission Expires - 1955

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

State of Florida, Board of Trustees
of the Internal Improvement Trust
Fund
By: Harmon W. Shill
Executive Director
Florida Department of Natural
Resources

APPROVED AS TO
FORM AND LEGALITY
[Signature]
NOTARY PUBLIC

6. That the Division shall report the time worked by said employees and shall report any instance of employee misconduct to the Public Works Department so that proper disciplinary measures may be taken by the County with reference to said misconduct.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their official who have the authority to contract in behalf of the County and the Division, this 24 day of January, A.D., 1978.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Richard B. Payne*
Mayor/Chairman

(SEAL)

Attest: _____

Richard B. Payne
Clerk

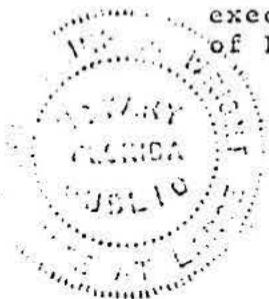
STATE OF FLORIDA, DEPARTMENT OF
NATURAL RESOURCES, DIVISION OF
RECREATION AND PARKS

By: *Loran E. Crabb*
Ranger, Loran E. Crabb

Richard B. Payne

STATE OF Florida)
COUNTY OF Leon) ss

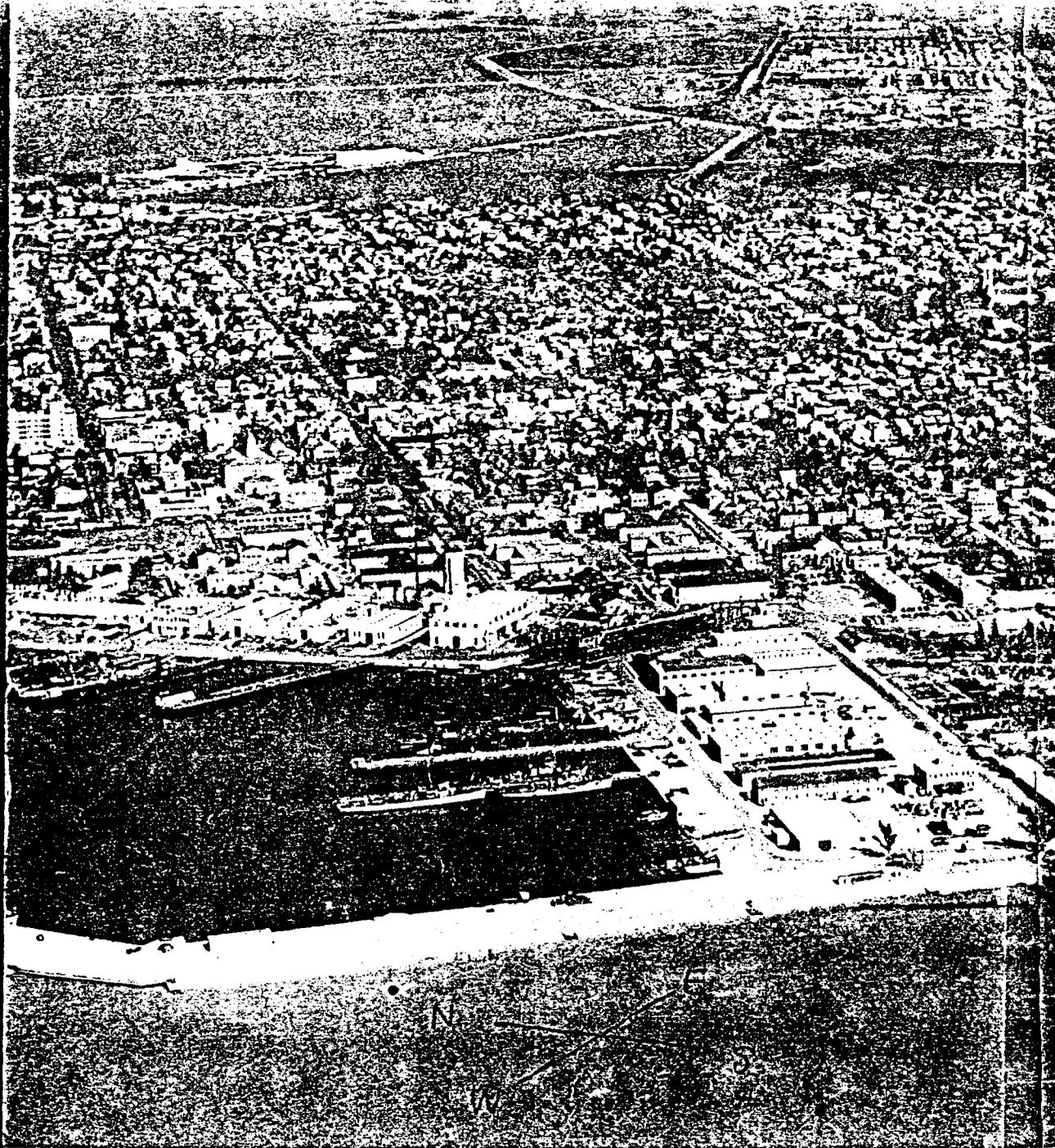
On this 14th day of July, 1970, before me, the undersigned Officer, personally known to me and known to me to be the person whose name is subscribed to the foregoing acceptance, by me duly sworn, did depose and say that he is the Director of the Florida Department of Natural Resources, is duly designated, empowered and authorized by the Florida Department of Natural Resources dated 1969 to execute the foregoing acceptance and sign his name, and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the State of Florida for the purposes and uses therein described.



[Signature]
NOTARY PUBLIC

My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires June 29, 1970
Bonded by American Fire & Casualty Co.

RECORDED IN OFFICE OF
MONROE LAMBERT, JR.
TALMONT, FLORIDA
JULY 14 1970



Key West, Southernmost United States City, Spreads Across a Coral Dot, "The Rock"
 This four-mile-long island, home of 19,000 people, stretches from Gulf to Atlantic. It has tales to tell of Indian dugouts, Spanish galleons, and pirate ships. Latest is submarines; the Navy's sub base lies at lower left.



Tropic Sun and Gulf Breeze Kiss Frostproof Shores. Hurricane Is the City's Mortal Enemy
 Roosevelt Boulevard leads in (center, left) from distant keys and Overseas Highway (page 49). Navy's Boca Chica airfield sits in the upper right, the Yacht Basin in the upper left. Old Fort Taylor stands in the foreground.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Heritage Conservation and Recreation Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes, by the State of Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 13.32 acres, located in Monroe County, Florida:

In the City of Key West, commencing at a point on the southwest corner of the center section of the Mole at the Truman Annex (former Naval Station), the coordinates of which are N79,821.0 and E 230,188.0 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point at Latitude North 24°20'00" and 500,000 feet west of Longitude West 81°00'00"; thence run south 10°00'00" west, a distance of 2,443.0 feet along the west property line of a 38 acre parcel containing a structure known as Fort Zachary Taylor to a point; thence run south 80°00'00" east a distance of 965.0 feet along the south property line of the 38 acre parcel containing the structure known as Fort Zachary Taylor to the Point of Beginning; thence run north 10°00'00" east, along a line which is also the southeast boundary of the 38 acre parcel containing the structure known as Fort Zachary Taylor, a distance of 1,045.0 feet, more or less, to a point which is the intersection of the south and east walls of the south corner of a structure known as "Fort Zachary Taylor"; thence along the east wall of Fort Zachary Taylor for the following runs: in a northwesterly direction a distance of 80.0 feet, in a southwesterly direction a distance of 10.0 feet, in a northwesterly direction a distance of 65.8 feet to a corner of Fort Zachary Taylor; thence continuing in a northwesterly direction a distance of 72.0 feet to the southeasterly corner of Building number 227; thence north 84°00'00" east a distance of 400.0 feet; thence south 19°00'00" east a distance of 400.0 feet; thence south 10°00'00" west a distance of 995.0 feet, more or less, to a point on the south boundary of Truman Annex; thence north 80°00'00" west along the south boundary of Truman Annex a distance of 450.0 feet, more or less, back to the Point of Beginning and containing 13.32 acres, more or less.

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not the same now appear of record.

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S. 100-1000

To have and to hold the hereinafter described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee in April, 1979, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of,

and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantor and the Grantee agree that the Grantee is prohibited from developing the property herein conveyed in any manner which is incompatible with Executive Order 11988, relating to Floodplain Management, and Executive Order 11990, relating to Protection of Wetlands. The Grantor and the Grantee agree that this prohibition is irrevocable, and the Grantee agrees to include in any subsequent transfer an identical irrevocable prohibition.

8. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Grantee shall be on the lookout for archaeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered.

10. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances

complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 21 day of November, 1979.

UNITED STATES OF AMERICA
acting by and through the
Secretary of the Interior

Through:

Robert M. Baker
Southeast Regional Director
Heritage Conservation and Recreation Service

By W. Thomas Brown

WITNESSES:

Alenda Farmer
Klaude Beams

STATE OF Georgia)
COUNTY OF Fulton) ss

On this 21 day of November, 1979, before me, the subscriber, personally appeared W. Thomas Brown, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Robert M. Baker
NOTARY PUBLIC
STATE OF GEORGIA

My commission expires:
1-3-80

I N T E R L O C A L A G R E E M E N T

THIS AGREEMENT made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA and THE STATE OF FLORIDA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS:

W I T N E S S E T H:

WHEREAS, the Board is desirous of providing five CETA Title VI employees to perform work for the Division of Recreation and Parks for the purpose of removing exotic plants and cleaning up of debris at Fort Taylor State historic site, and

WHEREAS, the Division is in need of said personnel,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation herein, the parties hereto agree as follows:

1. That the Board does hereby agree to furnish to the Division five (5) CETA Title VI employees to be employed in the Division's program at Fort Taylor of removing exotic plants and debris.

2. Said employees shall be selected by the Board through the Public Works Department and shall be assigned off station duty as aforesaid at Fort Taylor from January 1, 1978 through September 30, 1978.

3. Said employees shall be under the supervision and control of the Division while at the Fort Taylor site and specifically under the direct supervision of Ranger Loran E. Crabb.

4. That the County shall be liable for all injuries at Fort Taylor that said CETA employees may incur and the County shall carry the appropriate amounts of Workmen's Compensation Insurance.

5. That said employees shall be furnished in accordance with the County's "Fort Zachary Taylor" C. E. T. A. Title VI (Special) Project Proposal and shall be paid by the County.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not of record.

To Have and to hold the hereinafore described premises subject to the reservations, exceptions, conditions and covenants herein expressed and set forth to its successors and assigns, forever.

Pursuant to authority contained in the Federal Civilian Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the Civilian Administrative Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity; the Grantee shall, prior to the commencement of any work at Fort Taylor, landscaping the grounds, or carrying out any other action resulting in a change in the character of the grounds or structures thereon (other than routine maintenance tasks), submit a complete program of utilization for such work to the Grantor for approval, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority conferred in 16 U.S.C. 531 of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the State of Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 38 acres, located in Monroe County, Florida:

IN THE CITY OF KEY WEST, commencing at a point on the southwest corner of the center section at the mole at the Naval Station, the coordinates of which are N79,821.0 and E230,188.0 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point at latitude 24°20'N, and 500,000 feet west of longitude 81°00'W; thence run south 10°00'W, a distance of 245.0 feet along the west property line of the Naval Station to the point of beginning; thence run south 10°00'W a distance of 2198.0 feet along the west property line of the Naval Station to a point; thence run south 80°00'E a distance of 965.0 feet along the south property line of the Naval Station to a point; thence N10°00'E a distance of 1045.0 feet to a point which is the intersection of the south and east walls of a structure known as "Fort Taylor;" thence meandering along the east wall of said structure to a point which is the intersection of its north and east walls; thence N38°00'W a distance of 870.0 feet more or less back to the point of beginning, containing 38.0 acres, more or less, and including the structure known as Fort Zachary Taylor.

This deed was prepared in the Office of the Regional Solicitor, U. S. Department of the Interior, 144 Canal Street, N.E., Suite 400, Atlanta, Georgia 30303.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the area indicating that the property is a public park and has been acquired from the Federal Government for the general public.

3. The property shall not be sold, leased, or otherwise disposed of except to another eligible agency that the Secretary of the Interior agrees in writing to assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing major related recreational facilities and services such as public tours, equipment rentals, etc., compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior. It is understood that this requirement does not apply to concession agreements with private parties to provide normal sales items to the public.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest

in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration hereof, the Grantee, its successors and assigns, covenants and agrees for itself, its successors and assigns, that:

- (1) the program for or in connection with which the land hereby conveyed will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued pursuant to the provisions of Title VI of the Civil Rights Act of 1964;
- (2) this covenant shall be subject in all respects to the provisions of said regulations;
- (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant;
- (4) the United States shall have the right to seek judicial enforcement of this covenant, and
- (5) the Grantee, its successors and assigns, will
 - (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and
 - (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns, except that any money judgments against the Grantee shall be binding only to the extent granted by Florida law.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other [unclear] Grantee, its successors and assigns [unclear] and covenants, or otherwise, all right, title and [unclear] and to the said premises shall revert to and be [unclear] of the Grantor at its option, which in addition [unclear] remedies for such breach (except that any money [unclear] the Grantee shall be binding only to the extent granted [unclear] law) shall have the right of entry upon said premises, and Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 7th day of OCTOBER, 1976.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

Through:

Robert M. Baker
Southeast Regional Director
Bureau of Outdoor Recreation

By: [Signature]

WITNESSES:

William H. Jones
William H. Jones

STATE OF Florida

COUNTY OF Duval

On this 17th day of October
before me, the subscriber, personally appears _____
Bureau of Outdoor Recreation, of the United States
the Interior, a governmental agency of the United States of
America, and known to me to be the same person _____
who executed the foregoing instrument aforesaid, as the _____
deed of the United States of America, for and on behalf of the
Secretary of the Interior, duly designated, empowered and
authorized so to do by said Secretary, and he acknowledged that
he executed the foregoing instrument for and on behalf of the
United States of America, for the purposes and uses therein
described.

[Signature]
NOTARY PUBLIC

My Commission expires:

Notary Public, County of Duval, Florida
My Commission Expires: _____

The foregoing conveyance is hereby accepted and the under-
signed agrees, by this acceptance, to assume and be bound by all
the obligations, conditions, covenants and agreements therein
contained.

State of Florida, Board of Trustees
of the Internal Improvement Trust
Fund

By: Harmon W. Phillips
Executive Director
Florida Department of Natural
Resources

RECORDED AT 10
OCT 20 1954
DUVAL COUNTY - FLORIDA

6. That the Division shall report the time worked by said employees and shall report any instance of employee misconduct to the Public Works Department so that proper disciplinary measures may be taken by the County with reference to said misconduct.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their official who have the authority to contract in behalf of the County and the Division, this 24 day of January, A.D., 1978.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Richard M. ...*
Mayor/Chairman

(SEAL)

Attest: _____

[Signature]
Clerk

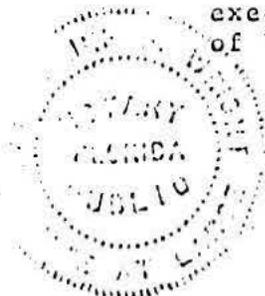
STATE OF FLORIDA, DEPARTMENT OF
NATURAL RESOURCES, DIVISION OF
RECREATION AND PARKS

By: *Loran E. Crabb*
Ranger, Loran E. Crabb

Richard M. ...

STATE OF Florida)
COUNTY OF Dee) ss

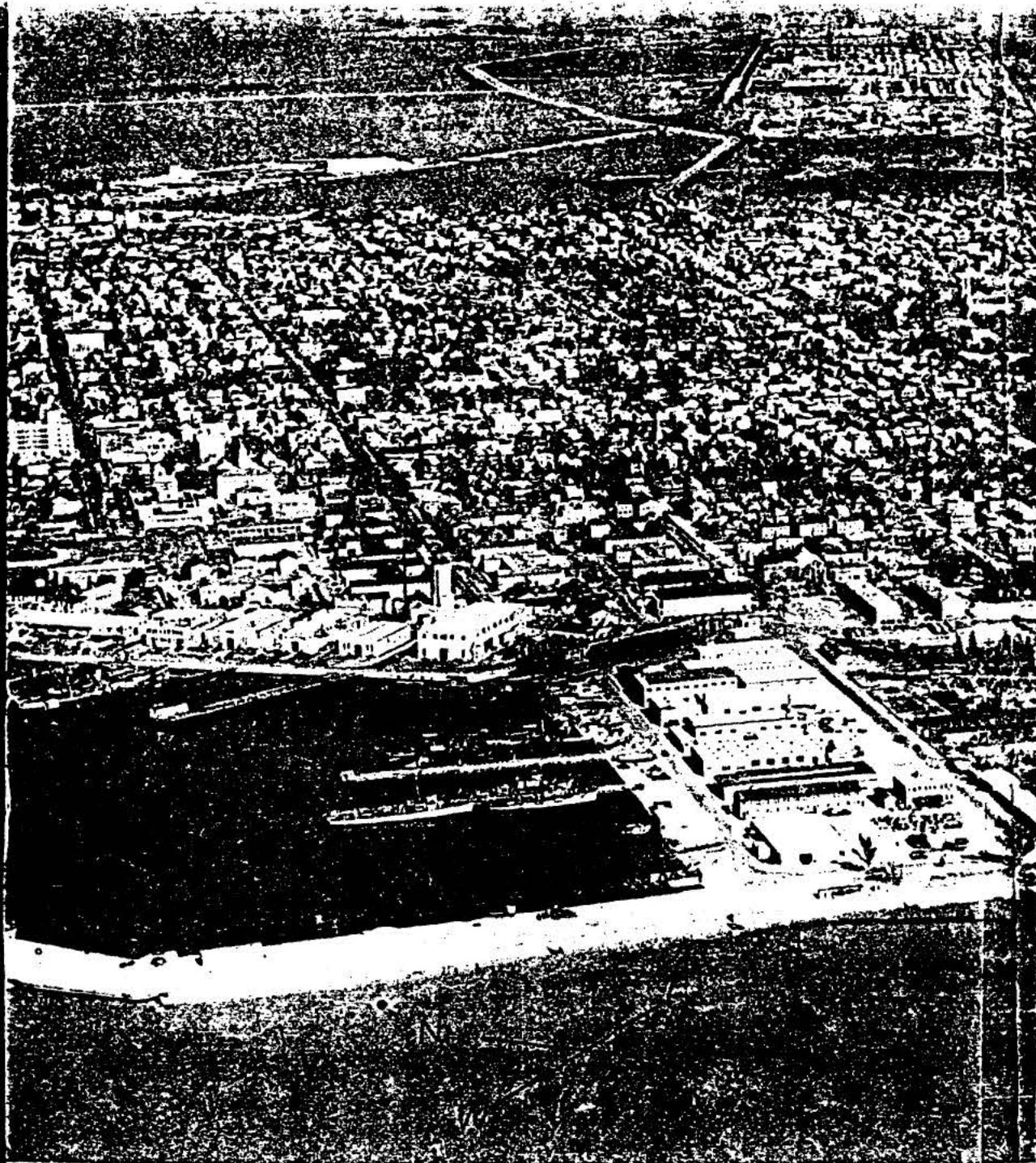
On this 14th day of July 1978
before me, the undersigned Officer, personally known to me and known to me to be known to the person whose name is subscribed to the foregoing acceptance, by me duly sworn, did depose and say that he is the Director of the Florida Department of Natural Resources and is duly designated, empowered and authorized by the Florida Department of Natural Resources to execute the foregoing acceptance and sign his name and that he signed his name thereto and acknowledges the execution of the foregoing instrument for and on behalf of the State of Florida for the purposes and uses therein described.



Monroe L. Smith
NOTARY PUBLIC

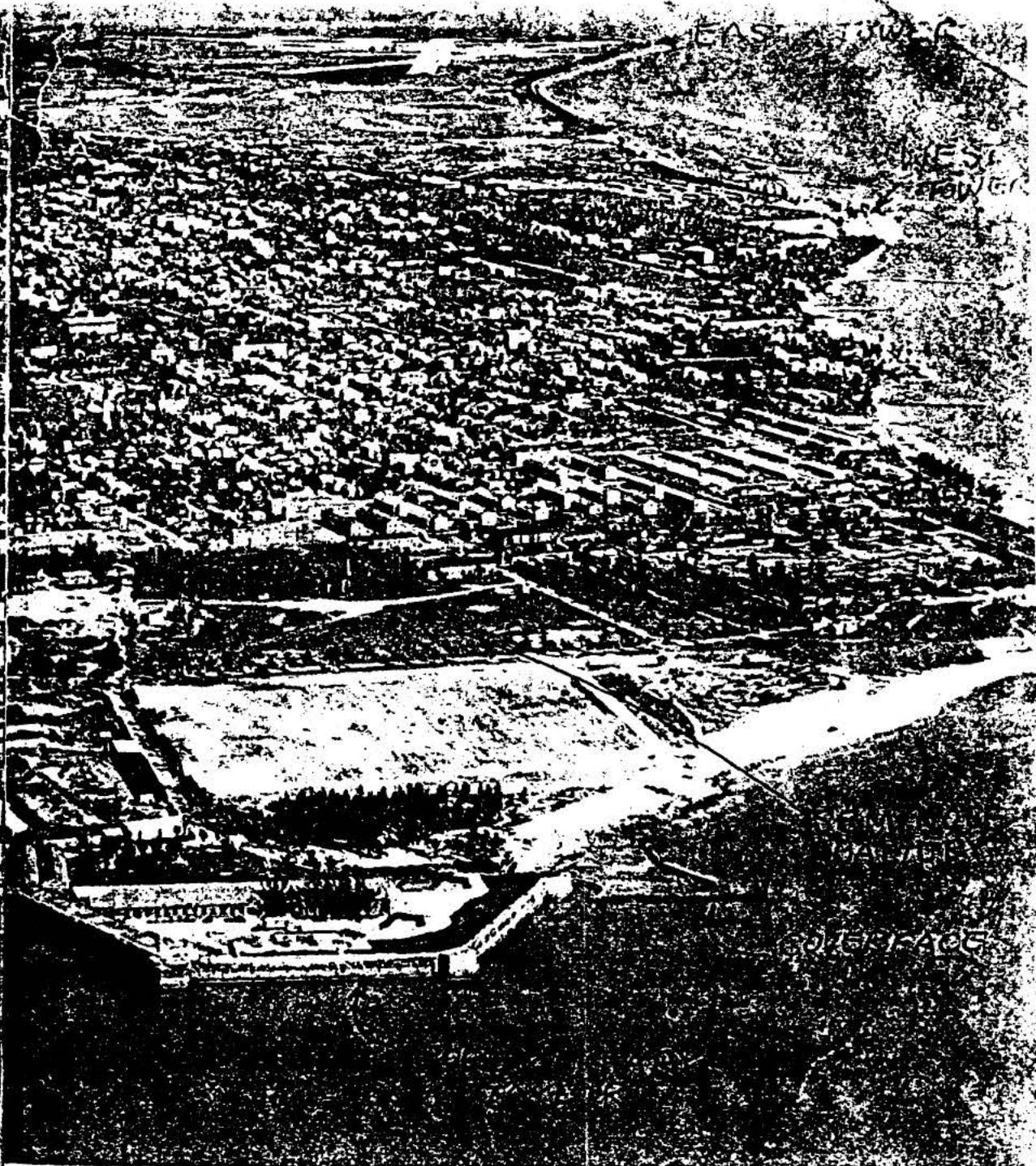
My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires June 29, 1978
Bonded by American Fire & Casualty Co.

RECORDED IN OFFICE OF THE CLERK
MONROE L. SMITH
JULY 14 1978
CLERK



44

Key West, Southernmost United States City, Spreads Across a Coral Dot, "The Rock"
 This four-mile-long island, home of 19,000 people, stretches from Gulf to Atlantic. It has tales to tell of Indian dugouts, Spanish galleons, and pirate ships. Latest is submarines; the Navy's sub base lies at lower left.



45

Tropic Sun and Gulf Breeze Kiss Frostproof Shores. Hurricane Is the City's Mortal Enemy
 Roosevelt Boulevard leads in (center, left) from distant keys and Overseas Highway (page 49). Navy's Boca Chica airfield sits in the upper right, the Yacht Basin in the upper left. Old Fort Taylor stands in the foreground.

Navy toxic sites pinpointed

10 areas targeted

By Katha Sheehan
Citizen Reporter

Ten Navy toxic waste sites are being studied for cleanup, with city, county, state and citizen participation.

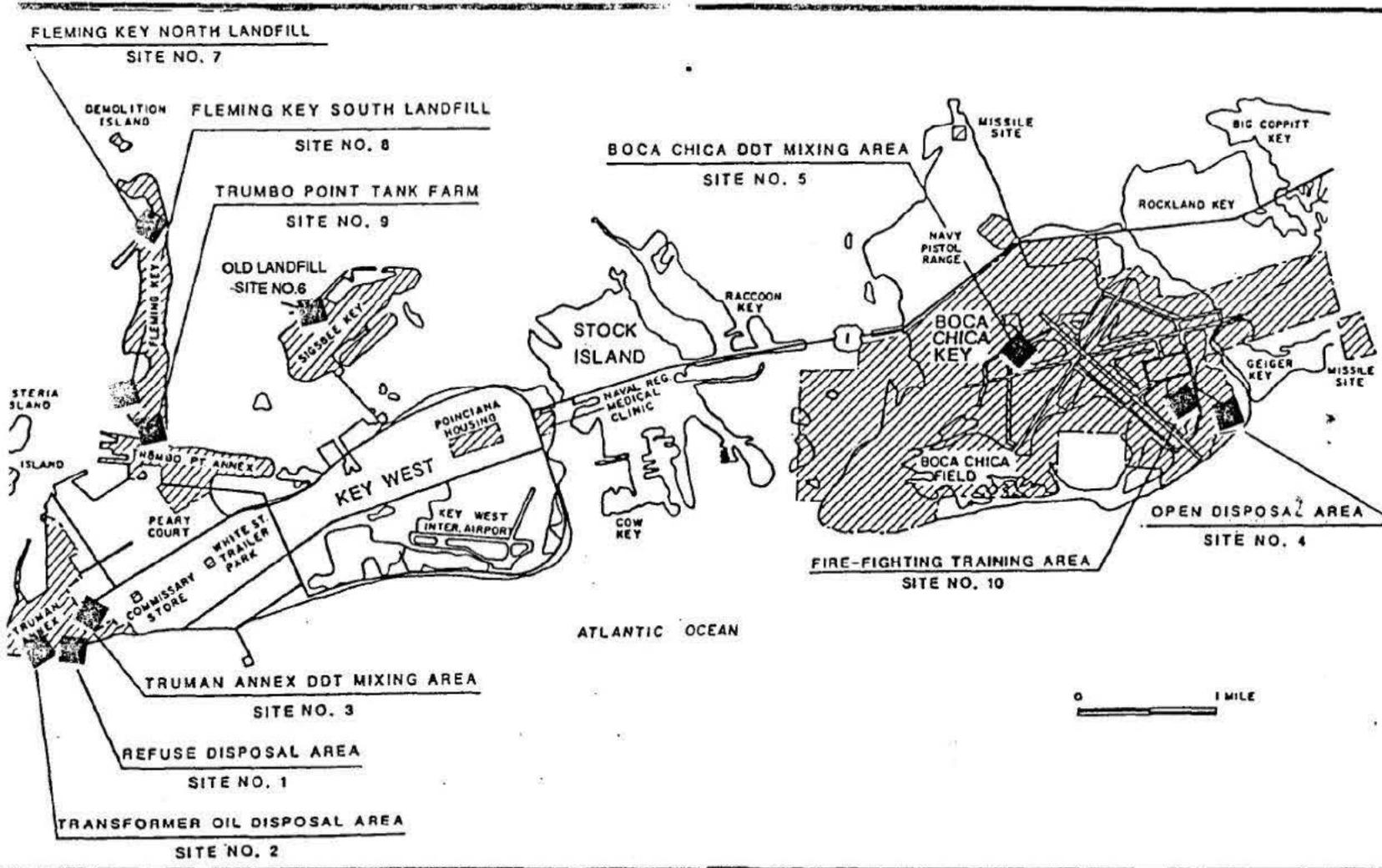
"None are any danger to humans," said U.S. Representative Dante Fascell's spokesperson Barbara Burrin Friday. "Dante Fascell is making sure the Navy is cleaning it up. None are on the list of serious sites," she said. "They are under consistent review."

The Navy recently sponsored formation of a committee including members of city, county and state government to ratify the process of studying and cleaning up former military dumpsites where toxic wastes were discarded or processed.

One member of the community at large, Hydrogeologist Dr. Brian LaPointe, was invited to the Navy-instigated committee meeting held Jan. 11, at the Boca Chica Naval Air Station. On behalf of the city, City Solid Waste Director Paul Cates attended the organizational meeting of the Technical Review Committee.

"It shows great concern on the part of the Navy to clean up what it has," Cates said.

He said he was surprised none



This is the map provided by Steve Covell, Navy environmental specialist and coordinator of the Technical Review Committee, to City Solid Waste Director Paul Cates, showing the

site of ten toxic waste sites on Navy properties in the Lower Keys. Officials say they present no danger to the public.

Sites pinpointed

10 areas targeted

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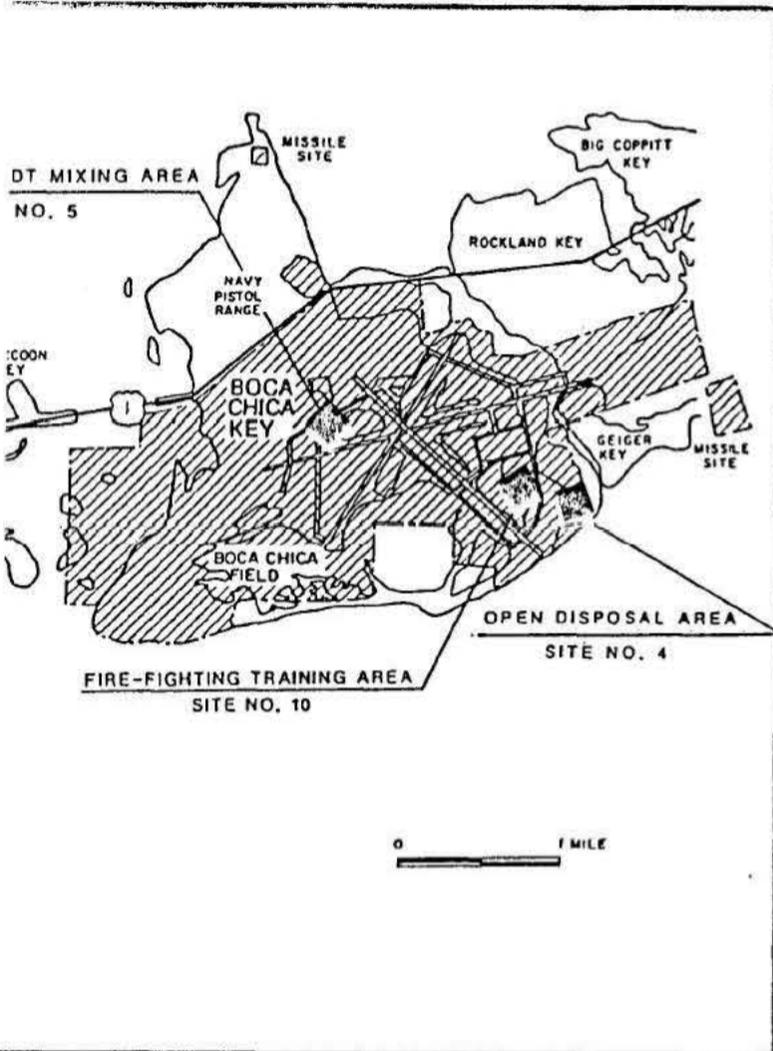
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He said he was surprised none of the press attended although the meeting was well advertised, and said he was surprised it had come up later on radio and TV talk shows as being a "new" issue, with the waste sites described as "undisclosed." Burrin also said the cleanup was "nothing new."

"The sites are very clear," Cates said. "I understand they are going to rate the waste sites for toxicity." He said the committee would meet again in six months.

He said he did not feel there was any current threat to residents here. "I don't think there is any reason for alarm," he said.

The Defense Environmental Restoration Program's 1987 annual report to Congress published in March 1988 cites the existence of nine toxic waste sites in the Lower Keys, of which four were scheduled for remedial action. Burrin noted the *Citizen* had run on Feb. 17, 1987 a headline story by Becky Herrin titled "Three potentially hazardous waste disposal sites are identified here." It pinpointed



Map of ten toxic waste sites on Navy properties in the Lower Keys. Officials say they present no danger to the public.

Teacher of Year

... adjustment.
The third characteristic cited as her professional development and her willingness to share her materials and ideas with fellow teachers. She has taken advantage of many staff development opportunities and is used initiative in enrolling in outside programs.

Mrs. Coffman and her husband, Lt. Col. Bob Coffman, have two children -- a daughter in college and a son at Sigsbee School.

Also named Teacher of the Year by their schools were: Teresa Axford, English teacher, West High School; Amber Cosco, first grade teacher, Glynn Archer Elementary; Hilda Doody, Spanish teacher, Sigsbee School; Flo Duncan, reading teacher, Coral Shores High School; Karen Unsmore, third grade teacher, Vinciana Elementary.

Mary Jo Frye, social studies teacher, Plantation Key School;

(Please see TEACHER, Page 2)



Lori Coffman

(Please see TOXIC, Page 2)

Harvey rallies

A pile of rubble is all that remained of the old Wickers Field bleachers Saturday, after demolition crews from Triangle Marine Construction worked on it. Removal of the perilously deteriorated structure was

okayed by the city commission Monday. The field will be the new home of the Men's Softball League which is expected to leave Peary Court to make way for new military housing.

Toxic

From Page 1

concern over three Truman Annex Navy Base sites.

One is a former general-purpose dumpsite (from 1952 to the mid 1960s) where solid waste was burned, on the Atlantic shoreline where electronic surveillance towers are now located.

The second was a transformer oil disposal area adjacent to building 795, and the third was a DDT mixing area at the junction of Dekalb, Truman and Fort Streets.

Soil samples and test wells were dug, and toxicity monitoring was underway there by February 1987. According to Herrin, a Navy public information officer said two of the three phases of the study were completed. Fascell at that time "has asked for the appropriate officials to immediately test the sites in Key West to determine if any public health hazard exists and take the necessary steps to eliminate the source of contamination," the article said.

The results, rendered about a month later, showed no threat to

public health, Burris said.

The Defense Environmental Restoration program listed nine waste sites, and the information given to Cates at the Jan. 11 meeting shows 10 sites, with maps to pinpoint the location of each.

The sites are:

1. Truman Annex landfill--lead, heavy metals
2. Truman Annex transformer oil disposal area--PCBs
3. Truman Annex DDT mixing area--DDT
4. Open disposal area, Boca Chica--all purpose dump
5. Boca Chica DDT mixing site--DDT
6. Sigsbee Park--general landfill

7, 8. North and South Fleming Key landfills--all purpose military disposal

9. Trumbo Point Tank Farm--former toxic liquid disposal

10. Firefighting training area--oil, chemicals

Cates emphasized there are different degrees of toxicity even among substances labeled toxic by the Environmental Protection Agency.

For example, he said, coffee filters used daily by millions to brew their breakfast beverages contain a small amount of dioxin, he said, but not in levels likely to hurt the public.

"There are toxic substances everywhere. We have to decide what level of toxins we can live with," he said.

Baseball foul strikes car

Mirna Palomino's car "was struck by a flying baseball" Friday afternoon near Tommy Roberts Stadium, according to police reports.

Palomino, of Spalding Court in Key West, was driving north on 14th street when a high school baseball game was in progress.

An unknown batter hit a foul ball and the ball landed on the right side of the vehicle's trunk lid.

According to reports, the ball broke the paint and made a dent in Palomino's new blue Volkswagen Jetta. Palomino told police she would report the incident to her insurance company.

Teacher

From Page 1

James Hall, math teacher, Horace O'Bryant Middle School; Mary Maloney, specific learning disabilities teacher, Marathon High School; Janis Regan, first grade teacher, Key Largo School; Ann Stamas, second grade teacher, Gerald Adams Elementary; Grace Willis, teacher of the

mentally handicapped, May Sands School.

Each will receive a \$500 cash award from the District School Board of Monroe County and will be honored at the District's annual recognition banquet.

Mrs. Coffman's nomination

has been added to those of the other school districts in this region. When the regional nominees are determined, the statewide screening committee will visit their classrooms prior to naming the state Teacher of the Year.

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James R. and Rose
Charles C. and Betty
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Richard W. Brady ;
G. Barker to Bennet
tine, the one-story, v
multi-family residen
Petronia St. and an
foot strip southerly, \$1

Robert A. and Ode
man to Marvin J. Mic
one-story, wood fram
at 1328 Grinnell St. w
ming pool, \$200,000.

William R. Burks a
R. Murphy to Theode
Annette M. Settles, th
one-half story, wood
idence at 623 Fra
\$215,000.

Deeds recorded th
ferred ownership of pr
side of Key West for
sale price were:

Indian Mound Estate
jalo Labrada, lots 13
block 9, Indian Moun
subdivision, Sugarlo
\$6,000.

Leroy and Mollyann
Donald R. and Kat
Zehnder, parcel 503 of
bour 92, a condomini
Largo, \$152,000.

Great American Life I
Co. to Mark M. and Ma
din, lot 18, block 1, sec
Harbor Course sub
Ocean Reef plat 13, Ke
\$55,000.

Betty V. Douron to Ge
Jr. and Chang Lotwick,
block 5, Breezeswept Be
tates subdivision, Ramr
\$23,000.

Lynn Butt to Frank G
lot 18, block 9 of the s
tion of Porpoise Point
sion, Big Coppitt Key, \$50

Rigoberto and Josefin
to Margarita Villock, a
land in a part of govern
2, section 29, townsh
south, range 28 east, on
Key and comprising 0.6
\$25,000.

William O. Hamblen
shall Knight an undivide
interest in lots 6,7,8,36,
block 1, Cudjoe Ocean
subdivision, Cudjoe
\$10,000.

Rae L. Milkewicz to Jo
Shell, lot 1, block 6, Pt
Yacht Club Estates subd
\$6,700.

Aloysius and Jeannie M
Michael A. and Elaine M
Donell, lot 11, block 11,
eswept Beach Estates s
sion, Ramrod Key, \$35,000

Jorge R. Orta to Mary J.
man to Robert M. and
Doherty, lot 20, block 13,
Cove Estates subdivisio
Largo, \$55,000.

Louise R. Lader to J. Lav
and Evelyn L. VanDeWalle
block 31 of the second ac
to Port Pine Heights subd
Big Pine Key, \$19,000.

Kenneth A. Koch to Th
and Elizabeth E. Blount,
block 4 of the second addi

