

RESOLUTION NO. 11-322

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED 'SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL' BETWEEN THE CITY AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE KEY WEST BIGHT AREA, EFFECTIVE MAY 21, 2011; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the attached Sovereignty Submerged Land Lease Renewal (No. 440027185) for the Key West Bight, effective May 21, 2011, is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.


Passed and adopted by the City Commission at a meeting held this 15 day of November, 2011.

Authenticated by the Presiding Officer and Clerk of the Commission on 15 day of November, 2011.

Filed with the Clerk on November 16, 2011.

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
CRAIG CATES, MAYOR

# Executive Summary



**TO:** Key West Bight Board  
CRA

**CC:** Jim Scholl, David Fernandez

**FR:** Marilyn Wilbarger, RPA, CCIM

**DT:** September 26, 2011

**RE:** Key West Bight Submerged Land Lease

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## ACTION STATEMENT

This is a request to approve the renewal of the submerged land lease between the Florida Department of Environmental Protection and the City of Key West for the sovereignty submerged lands located in the Key Bight area pursuant to BOT File 44027185.

## HISTORY

This is a continuance of the existing submerged land lease which authorizes the city to operate a 188 slip commercial docking facility and the dredging thereof, 2 historically registered buildings on stilts, a concrete causeway, and non-water dependent portions of two upland restaurants ( Half Shell Raw Bar and Turtle Kraals), 2 non-water dependent covered areas, and a public boardwalk to be used exclusively for mooring of recreational vessels, commercial salvage vessels, and rental vessels in conjunction with upland city owned commercial rental properties, including restaurants, dive centers, retail shops and associated parking lots, with fueling facilities and with a sewage pump out facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection, with liveaboards.

**Demised Area:** An area containing 465,052 square feet in the Key West Bight particularly described on the survey attached to the lease document.

**Term:** Ten years from last expiration of May 15, 2011 through May 15, 2021.

**Lease Fee:** Per Section 2. \$50,592.51 plus \$4185.60 for non-water dependent structures in year one to be adjusted annually by the CPI.

## RECOMMENDATION:

Staff recommends approval of the lease renewal for the submerged land area in the Key West Bight per BOT file #440027185

## ATTACHMENTS:

Sovereignty submerged land lease renewal.



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard, Jr.  
Secretary

August 25, 2011

City of Key West, Florida  
Attn: Jim Scholl  
525 Angela Street  
Key West, Florida 33040

**RECEIVED**

**AUG 29 2011**

**CITY MANAGER**

RE: BOT File No.: 440027185  
Lessee: City of Key West, Florida

Dear Mr. Scholl:

Enclosed is a **Lease Instrument**, which requires acceptance by your notarized signature as City Manager (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the person executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please complete and return the enclosed **Billing Information Form** that provides us with updated billing information, sales tax information, and other data required pursuant to Section 212.03(6) and 212.031(3), Florida Statutes.

Also enclosed is **Invoice No. 59740 for \$7,861.61** covering the fees due on this account. The check should be made payable to the Department of Environmental Protection and mailed to Mail Station 125, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Please include **BOT File No. 440027185** on the check to ensure proper deposit. Payment is due within 30 days after receipt of this letter.

Please execute and return the enclosed instrument and any additional information requested within 30 days after receipt of this letter. Upon receipt and acceptance, we will transmit the lease instrument for final departmental execution. A fully executed instrument will be provided to you for recording in the county records where the facility is located.

City of Key West, Florida

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August 25, 2011

Please note that all annual lease fee invoices will include a six percent (6%) sales tax and the County Discretionary Sales Surtax unless the Lessee can claim exemption. If you are tax exempt, please return a copy of your Tax Exemption Certification for our records. Your Tax Exemption Certification is renewable and a current certification must be on file in our office for you to receive this exemption. Processing fees for renewals, assignments (name changes), and modifications are non-taxable. Do not add tax to any of these invoices. The tax will always be included on the invoice if applicable.

Your cooperation and assistance are appreciated. If you have any questions regarding this matter, please contact me at (850) 245-2720 or by email [Celeda.Wallace@dep.state.fl.us](mailto:Celeda.Wallace@dep.state.fl.us).

Sincerely,

A handwritten signature in cursive script that reads "Celeda Wallace".

Celeda Wallace  
Government Operations Consultant I  
Department of Environmental Protection  
Bureau of Public Land Administration  
Division of State Lands

msj/cw

Enclosures (Lease, Billing Information Form & Invoice)

By Fed Ex



This Instrument Prepared By:  
Celeda Wallace  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 440027185

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Key West, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 31, Township 68 South, Range 25 East, in Key West Bight, Monroe County, containing 465,052 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 6, 2006 and May 11, 2009.

TO HAVE THE USE OF the hereinabove described premises from May 15, 2011, the effective date of this lease renewal, through May 15, 2021, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 188-slip commercial docking facility and the dredging thereof, 2 historically registered buildings on stilts and concrete causeway, and non-water dependent portions of two upland restaurants (the Half Shell Raw Bar and Turtle Krawls), 2 non-water dependent covered areas, and a public boardwalk exclusively to be used for mooring of recreational vessels, commercial tour/charter vessels, commercial fishing vessels, commercial high-speed ferry vessels, commercial salvage vessels and rental vessels in conjunction with an upland city owned commercial rental properties, including restaurants, dive centers, retail shops and associated parking lots, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 27 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit Nos. 442678425, dated August 3, 1995, 442809145, dated September 17, 1996, modified November 12, 1996, 44-0137939-001, dated June 22, 1998, 63207-019-DWC, dated July 8, 1999, 44-0137939-005, dated June 12, 2008, Environmental Resource De minimus Exemption No. 44-0137939-003, dated August 23, 1999, and Marine Turtle Permit No. TP#101, dated February 1, 1999, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted in Attachment A of this modified lease shall be completed no later than June 12, 2013. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 13, herein. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$50,592.51, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The Lessee shall pay the base rate for 461,459 square feet (\$50,592.51); and the Lessee shall pay a negotiated rate of \$9.60 per square foot for 436 square feet, non-water dependent structures (\$4,185.60), to be adjusted annually based on the change in the consumer price index, and the Lessee shall pay ten times the base rate for 207 square feet of non-water dependent structures (\$327.35), and 2,950 square feet with fees waived. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permits, Environmental Resource Delineation Exemption and Marine Turtle Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Key West, Florida  
525 Angela Street  
Key West, Florida 33041

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

23. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

24. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.



25. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

B. During the term of this lease and all subsequent renewal periods, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Environmental Resource Permit No. 44-0137939-005 dated June 12, 2008.

C. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

D. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

E. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

F. The Lessee shall immediately implement all aspects of the State of Florida Department of Environmental Protection approved Marina Operations and Management Plan ("Plan"), originally dated February 22, 2006, as may be amended from time to time. The Lessor and the Lessee shall review the Plan no less than once annually to determine if any changes in the marina operations require modification of the Plan. Any changes to the Plan (whether required by the Lessor or requested by the Lessee) require the prior written approval of the State of Florida Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, Florida 33050.

G. The Lessee shall ensure that vessels mooring along the extended Pier H-1 shown on Attachment A shall be limited to those with beams of the less than 15 feet to ensure a 25-foot setback from the Lessee's riparian line.

H. Throughout the term of this lease and all subsequent renewals or modifications, Lessee shall use a State of Florida Department of Environmental Protection approved wet slip user agreement to assign or transfer the right to use a wet slip at the docking facility to a third party. The wet slip user agreement shall include provisions acceptable to the State of Florida Department of Environmental Protection.

I. The Lessee shall not change the use of, expand or modify the non-water dependent structures depicted and described on Attachment A without the Lessor's prior written authorization.

J. By April 29, 2012, the Lessee shall provide acceptable documentation to the Lessor that indicates the dates of construction of the non-water dependent structures depicted and described on Attachment A. The Lessor shall use this information to determine whether these structures shall remain subject to a lease fee pursuant to subparagraph 18-21.011(1)(b)6., Florida Administrative Code.

K. At those portions of the docking facility where vessels 100 feet or more in length may moor, the Lessee shall install bumpers or fenders which provide at least three feet of standoff from the bulkhead or wharf under maximum operational compression.

L. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal periods, reflective markers and lighted aids to navigation at the waterward end of each main pier near the federally maintained navigation channel shown on the survey of the docking facility and shall operate said lights at night or in conditions of reduced visibility.

M. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, to the waterward face of the portions of the Harborwalk as shown on sheets 3 and 4 of State of Florida Department of Environmental Permit/Certification No. 442678425, dated August 3, 1995. To ensure compliance, the Lessee agrees to place and maintain: (1) a 3-foot high railing along the prescribed areas; and (2) signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

N. There shall be a portable pumpout facility on site at all times.

O. For vessels with functional heads without holding tanks, the Lessee shall affix an approved seal (e.g., the type used on water meters) on the closed sea cock of each liveaboard vessel that will remain in the wet slip for more than seven consecutive days. The Lessee shall inspect these seals each 30 days (to assure that the sea cock remains closed) and record this in a log which will remain available for inspection by regulatory agencies, during normal working hours.

The log entries shall include the following:

- a. date of inspection;
- b. an entry that the seal has remained intact;
- c. identification of the vessel (e.g., name, number); and
- d. signature of the inspector.

P. Upon entering the leased premises or upon registering with the dockmaster, all vessels shall have their sewage holding tanks inspected. All vessels shall have their sewage holding tanks emptied into the sewage pumpout facility prior to mooring. Absolutely no dumping of sewage in any area within the leased premises shall be allowed except at the pumpout station or by an authorized pumpout vessel. All "liveaboard" vessels will be required to have their tanks pumped at the approved station or by an approved vessel not less than every ten days without fail. All "liveaboard" vessels shall be pumped out prior to leaving the docking facility. The Lessee shall maintain daily records of vessels using the pumpouts and specifically identify those that are liveaboards at the docking facility. Copies of the logs shall be submitted to the State of Florida Department of Environmental Protection, South District Branch Office, at 2796 Overseas Highway, Suite 221, Marathon, FL 33050 on an annual basis no later than 60 days after each anniversary of the effective date of this lease.

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Sovereignty Submerged Lands Lease No. 440027185

Q. The Lessee shall inform all wet slip occupants in writing of the availability and requirement to use the sewage pumpout facilities provided at the docking facility. The Lessee shall also advise all wet slip occupants that no overboard discharges of trash, human or animal waste, including fish carcasses, shall occur at the leased premises at any time. Discharge from any holding tank or marine sanitation device, including those approved by the United States Coast Guard is strictly prohibited within the leased premises.

R. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

S. The Lessee shall comply with the requirements of Chapter 376, Florida Statutes, relating to terminal facilities, at all times during the term of this lease and any subsequent renewals. A violation by the Lessee of any of the provisions of Chapter 376, Florida Statutes and amendments thereto, shall constitute a breach of this lease.

T. To comply with the provisions of subparagraph 18-21.0041(1)(b)5., Florida Administrative Code, the Lessee shall implement a water quality monitoring plan included herein as Attachment C. The initial sampling event shall be within 90 days of the Lessee's receipt of a fully executed lease. Subsequent annual analysis shall be submitted on each anniversary date of the initial sampling event. All analysis reports shall be submitted to the State of Florida Department of Protection, South District, at 2295 Victoria Avenue, Suite 364, Fort Myers, Florida 33901, within 30 days of the Lessee's receipt of the data from the laboratory providing the data. After two annual monitoring events, the Lessee may request termination or modification of this monitoring requirement. The existing water quality may not currently meet Class III Standards. The Lessee will not be held responsible for correction of water quality problems for pollutants caused by third parties not under the control of the Lessee.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

BY:

Jeffery M. Gentry, Operations and Management Consultant  
Manager, Bureau of Public Land Administration, Division  
of State Lands, State of Florida Department of Environmental  
Protection, as agent for and on behalf of the Board of Trustees of  
the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State  
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the  
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2011, by  
Jim Scholl as City Manager, for and on behalf of City of Key West, Florida. He is personally known to me or who has produced  
\_\_\_\_\_, as identification.

My Commission Expires:

April 8, 2015

Commission/Serial No. EE072423

City of Key West, Florida

BY: JS

Original Signature of Executing Authority

Jim Scholl

Typed/Printed Name of Executing Authority

City Manager

Title of Executing Authority



"LESSEE"

Signature of Notary Public

Notary Public, State of Florida

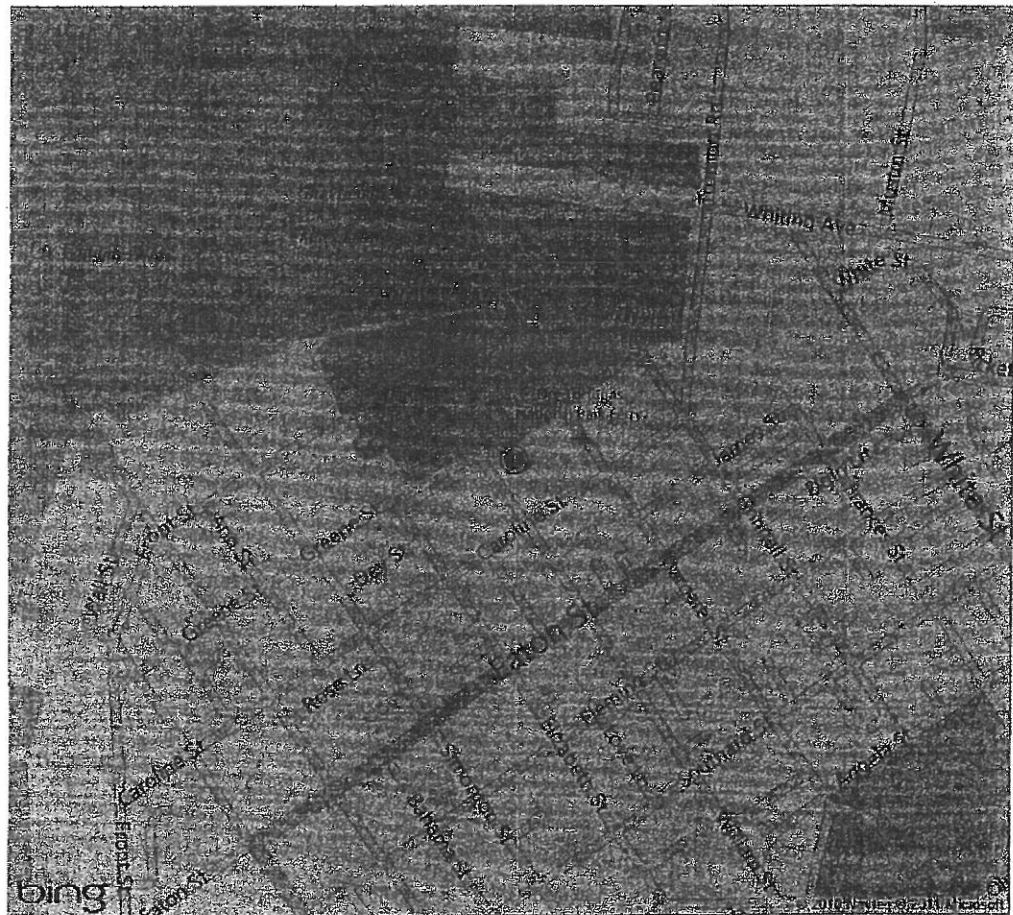
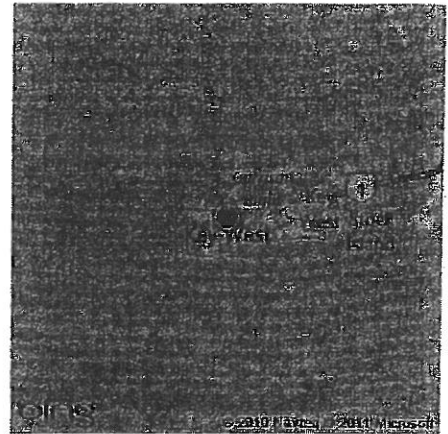
Susan P. Harrison

Printed, Typed or Stamped Name

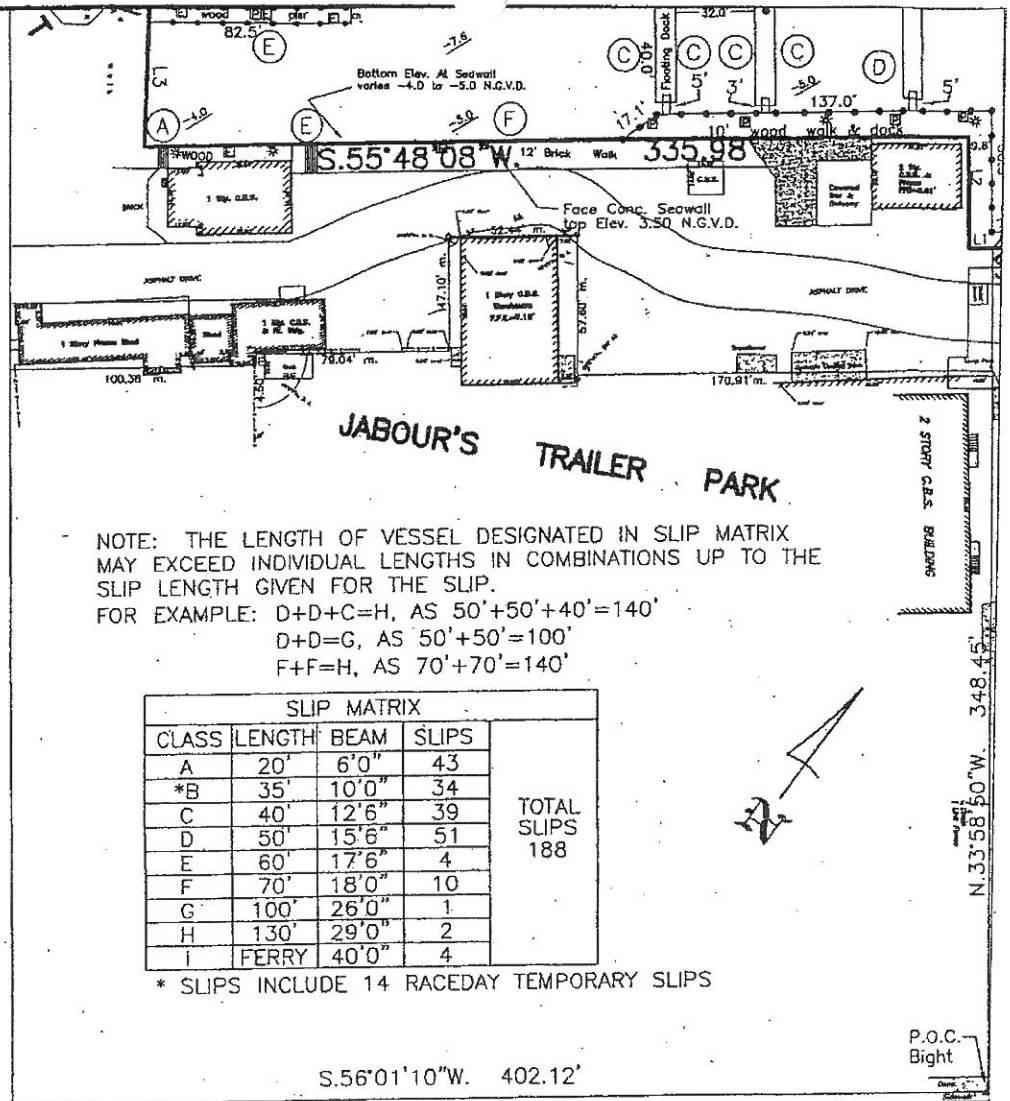




## My Notes



ELIZABETH STREET (50' R/W)



P.O.B.  
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 Longitude: 81°47'07" W 388698.09

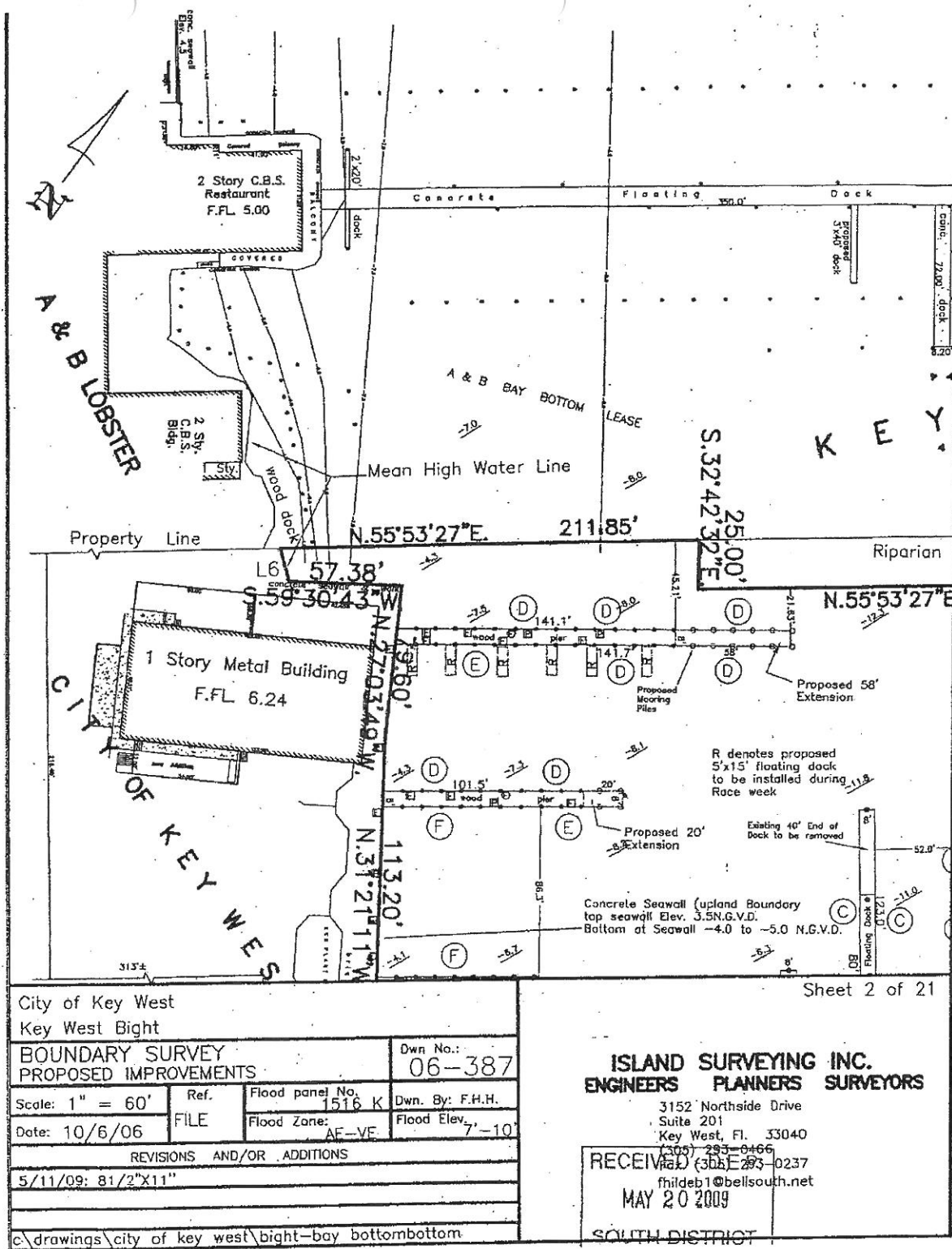
City of Key West Key West Bight			
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Scale: 1" = 60'	Ref.	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06	FILE	Flood Zone: AF-VE	Flood Elev. 7'-10'
REVISIONS AND/OR ADDITIONS			
5/11/09; 81/2"x11"			
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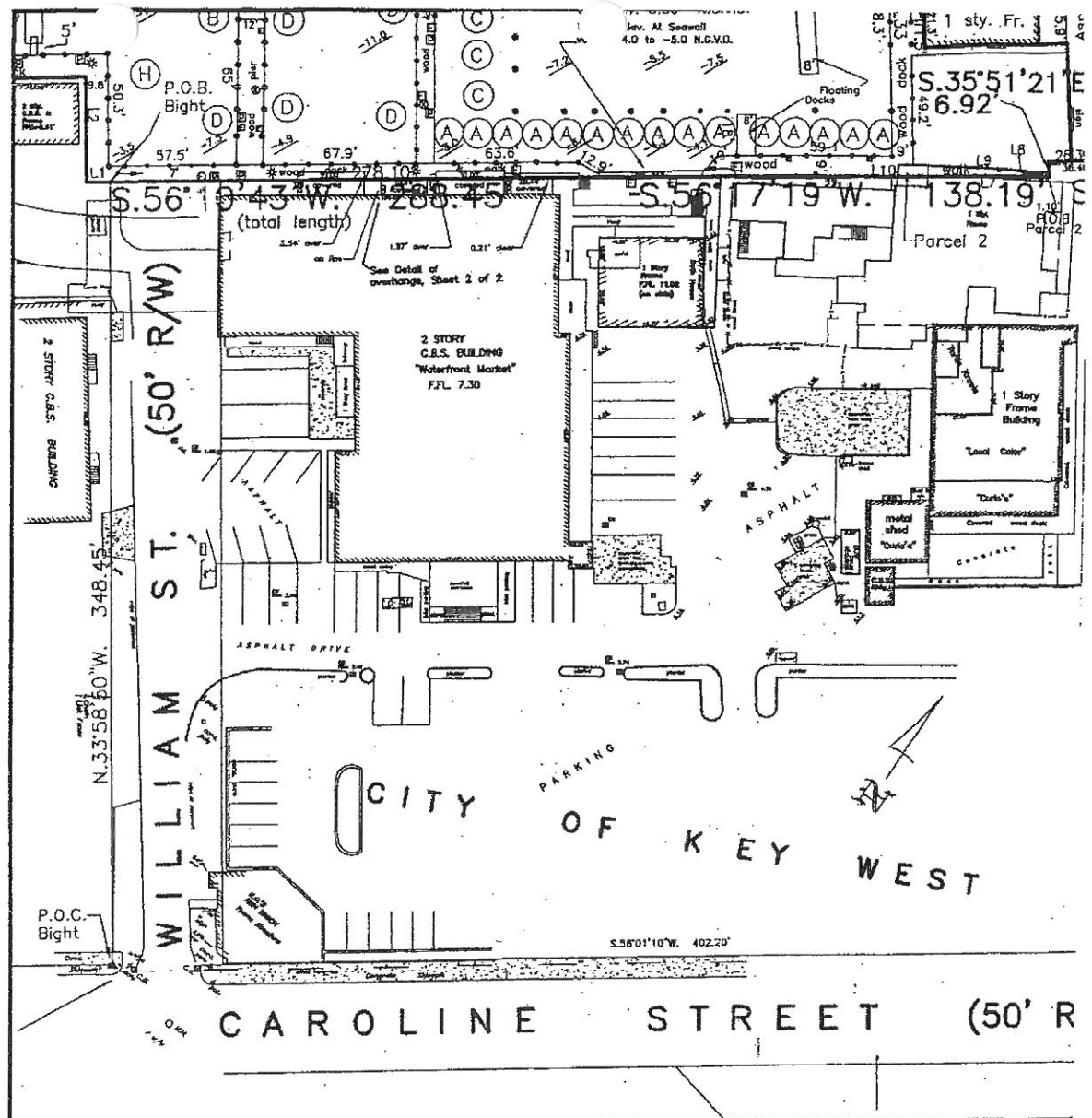
ISLAND SURVEYING INC.  
 ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive  
 Suite 201  
 Key West, FL 33040  
 (305) 293-0466  
 (305) 293-0237  
 mdebi@bellsouth.net

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Sheet 1 of 21



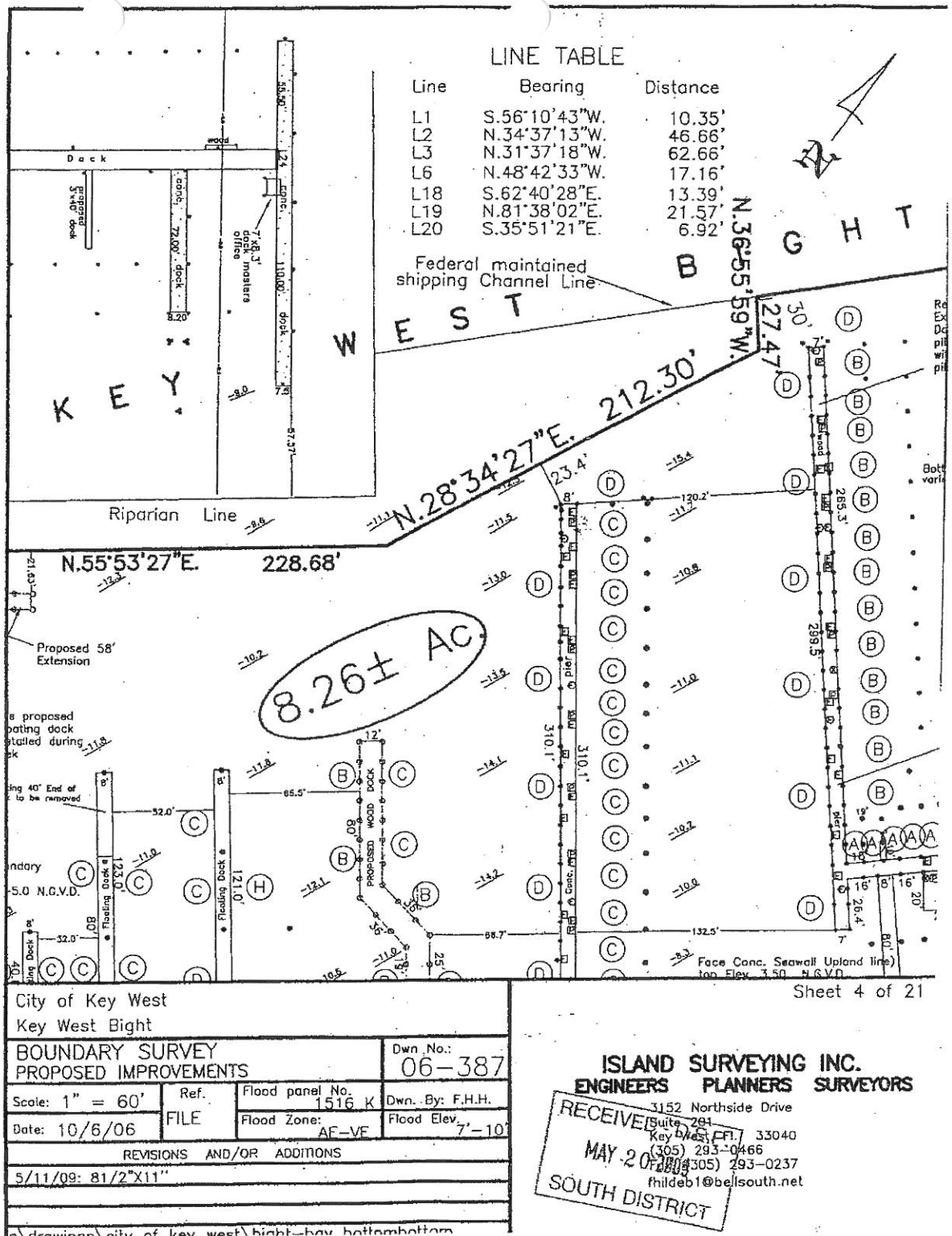


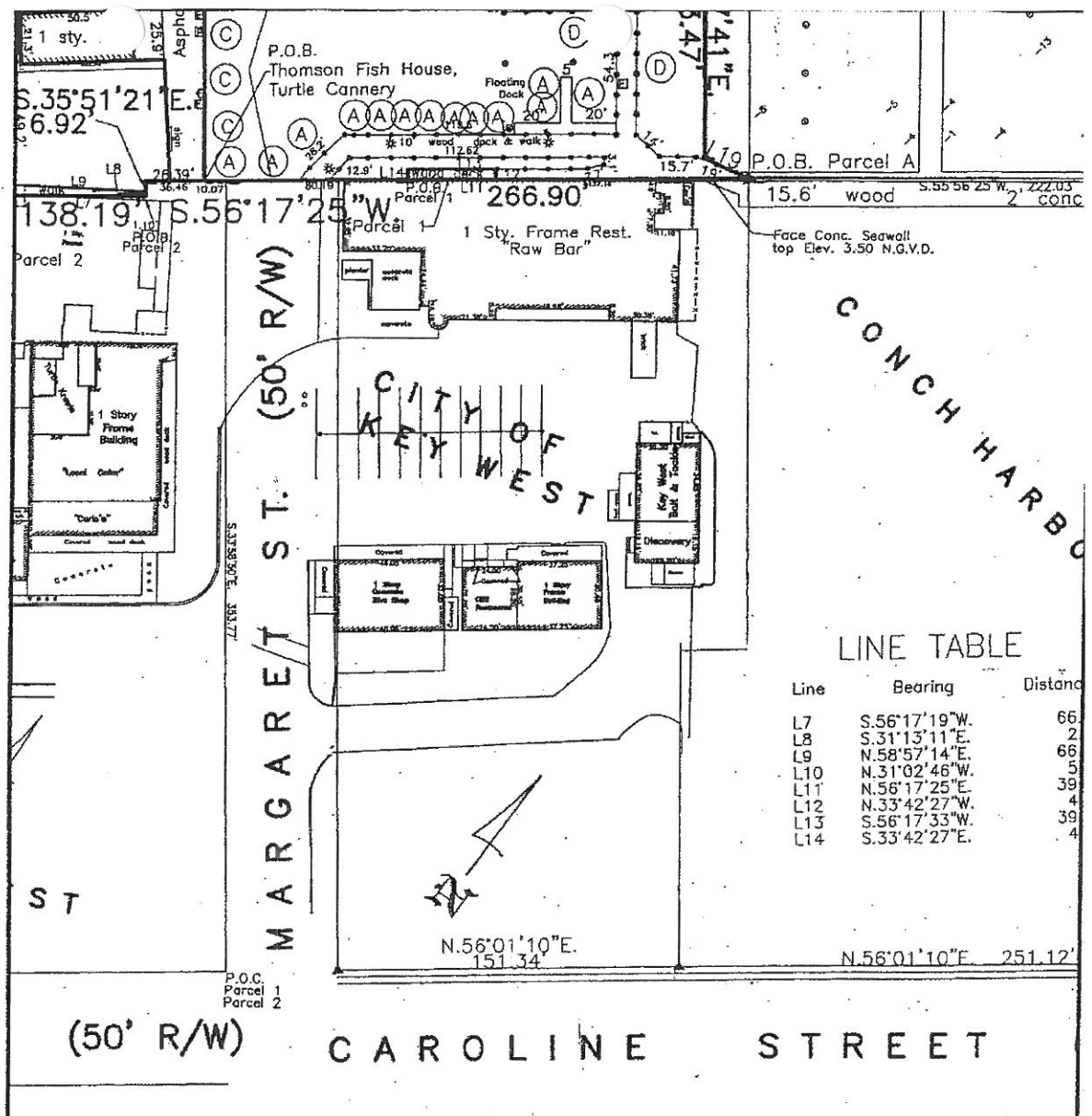
City of Key West				Sheet 3 of 21	
Key West Bight					
BOUNDARY SURVEY PROPOSED IMPROVEMENTS			Dwn No.: <b>06-387</b>		
Scale: 1" = 60'	Ref.	Flood panel No. 1516 K	Dwn. By: F.H.H.		
Date: 10/6/06	FILE	Flood Zone: AF-VF	Flood Elev. 7'-10'		
REVISIONS AND/OR ADDITIONS					
5/11/09: 81/2"x11"					
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**ISLAND SURVEYING INC.**  
**ENGINEERS PLANNERS SURVEYORS**  
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City of Key West		Sheet 5 of 21	
Key West Bight			
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Dwn No.: 06-387	
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AF-VF	Flood Elev. 7'-10'
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
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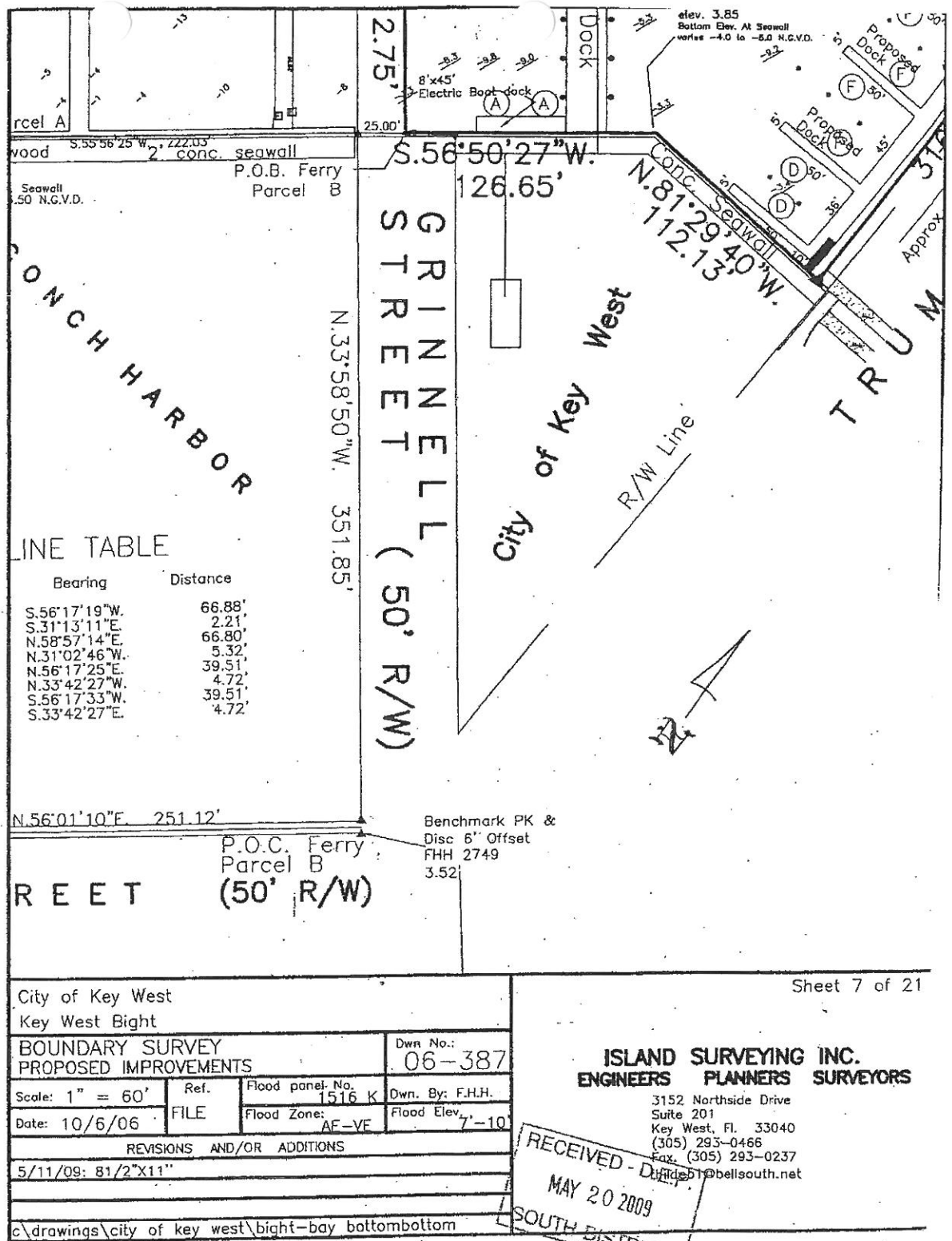
**ISLAND SURVEYING INC.**  
ENGINEERS PLANNERS SURVEYORS

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(305) 293-0486  
Fax: (305) 293-0237  
hildeb1@bellsouth.net

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SOUTH DISTRICT







Sheet 7 of 21

City of Key West  
Key West Bight

BOUNDARY SURVEY  
PROPOSED IMPROVEMENTS

Dwn No.:  
06-387

Scale: 1" = 60'  
Date: 10/6/06

Ref. FILE  
Flood panel No. 1516 K  
Flood Zone: AF-VF

Own. By: F.H.H.  
Flood Elev. 7'-10'

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"x11"

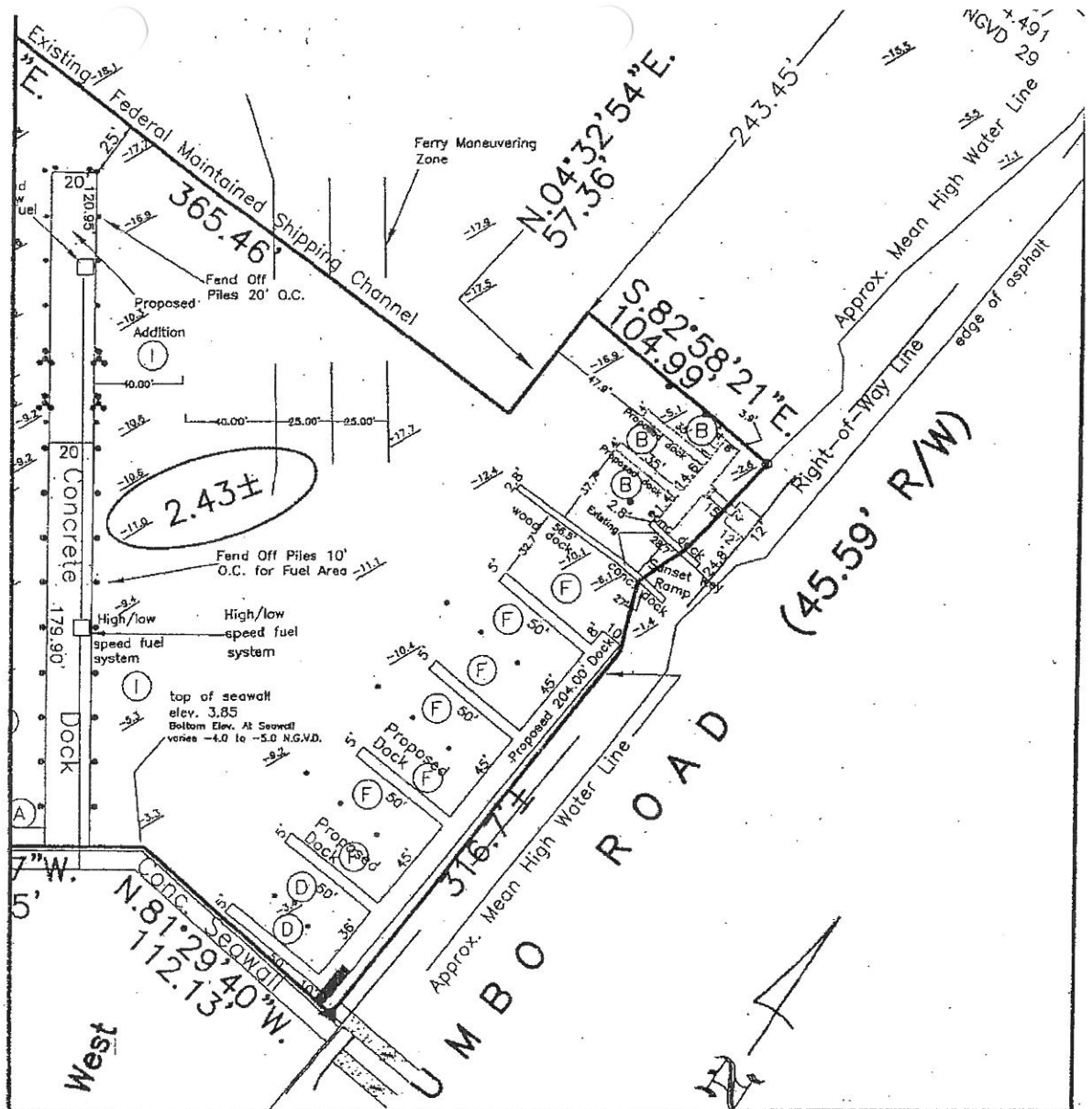
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City of Key West  
Key West Bight

**BOUNDARY SURVEY  
PROPOSED IMPROVEMENTS**

Scale: 1" = 60'

Date: 10/6/06

Ref.

FILE

Flood panel No.

1516 K

Flood Zone:

AE-VF

Dwn No.:

06-387

Dwn. By: F.H.H.

Flood Elev.

7'-10'

**REVISIONS AND/OR ADDITIONS**

5/11/09: 81/2"x11"

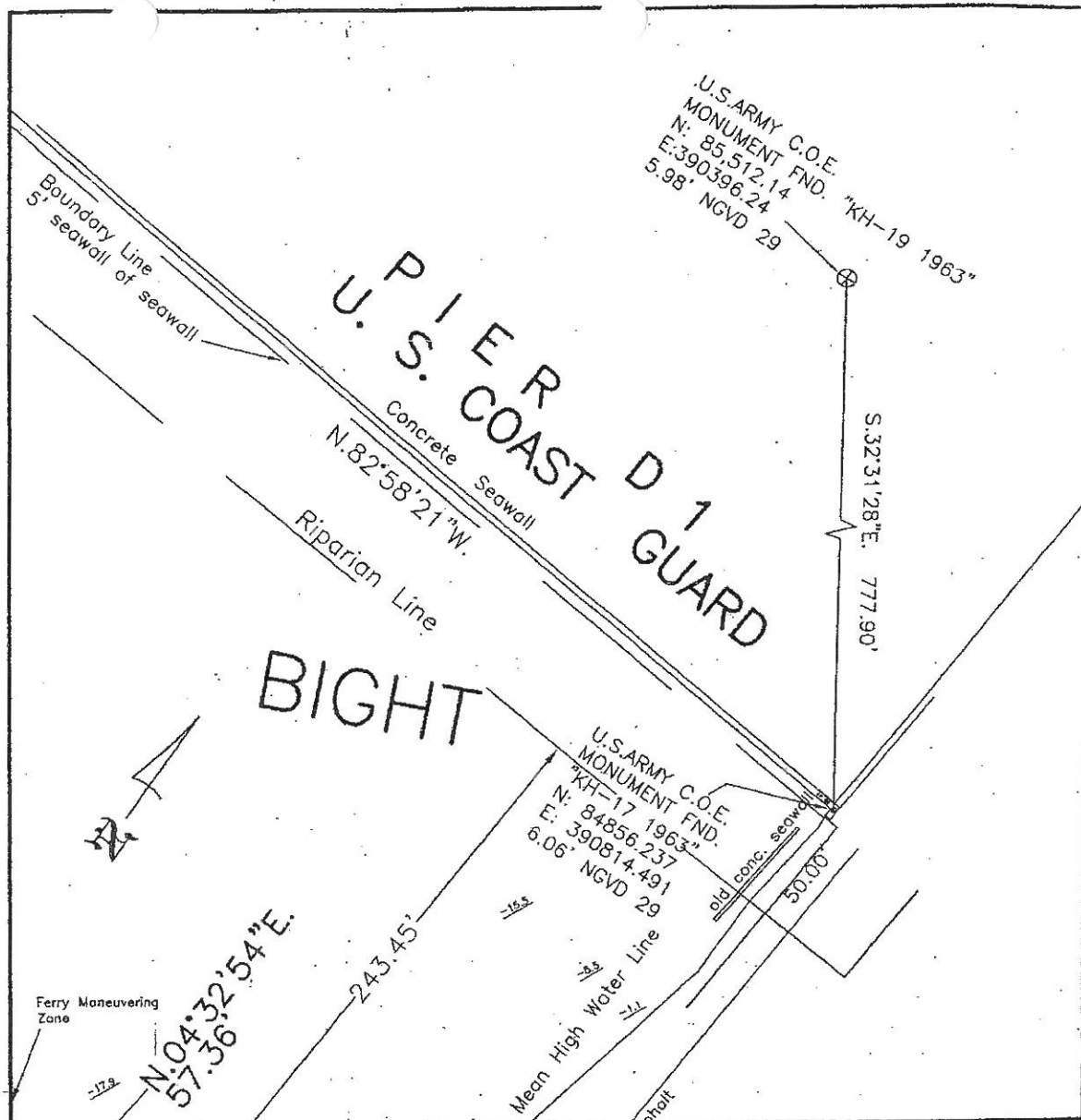
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Sheet 8 of 21

**ISLAND SURVEYING INC.  
ENGINEERS PLANNERS SURVEYORS**

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Suite 201  
Key West, FL 33040  
(305) 293-0466  
Fax: (305) 293-0237  
thildeb1@bellsouth.net

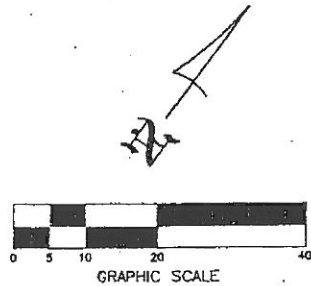
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City of Key West Key West Bight		Sheet 9 of 21		
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Dwn No.: 06-387	<b>ISLAND SURVEYING INC.</b> <b>ENGINEERS PLANNERS SURVEYORS</b> 3152 Northside Drive Suite 201 Key West, FL 33040 (305) 293-0466 Fax: (305) 293-0237 milder1@bellsouth.net	
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K		Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AF-VF		Flood Elev. 7'-10'
REVISIONS AND/OR ADDITIONS				
5/11/09; 8 1/2" X 11"				
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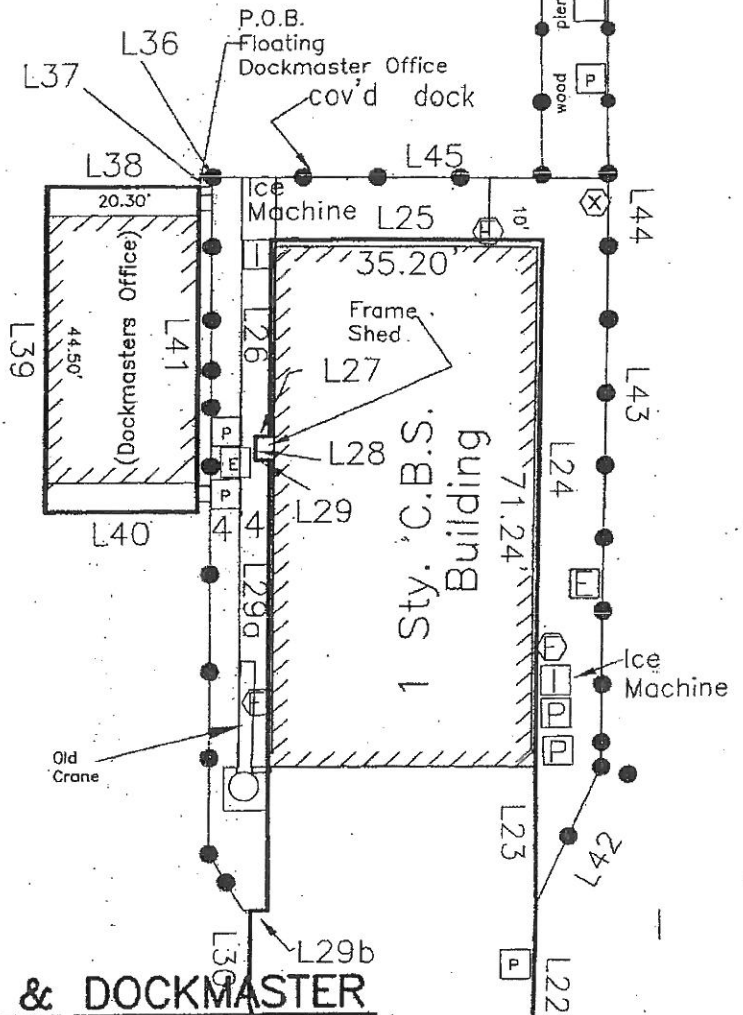
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SOUTH DISTRICT



## LINE TABLE

Line	Bearing	Distance
L21	N.33°56'36"W.	168.79'
L22	N.32°21'30"W.	20.97'
L23	N.33°59'17"W.	19.07'
L24	N.33°19'42"W.	72.24'
L25	S.56°40'18"W.	36.40'
L26	S.33°19'42"E.	26.89'
L27	S.56°40'18"W.	1.95'
L28	S.33°19'42"E.	3.25'
L29	N.56°40'18"E.	1.95'
L29a	S.33°19'42"E.	61.89'
L29b	S.57°17'34"W.	2.31'
L30	S.32°42'26"E.	12.66'
L36	S.33°19'42"E.	1.30'
L37	S.56°40'18"W.	1.75'
L38	S.56°40'18"W.	20.80'
L39	S.33°19'42"E.	44.50'
L40	N.56°40'18"E.	20.80'
L41	N.33°19'42"W.	44.50'
L42	N.08°36'23"W.	20.99'
L43	N.33°19'42"W.	71.24'
L44	N.34°19'30"W.	9.60'
L45	S.56°40'18"W.	53.23'



## DETAIL, CANNERY & DOCKMASTER

Sheet 10 of 21

City of Key West  
Key West Bight

BOUNDARY SURVEY  
PROPOSED IMPROVEMENTS

Dwn No.:  
06-387

Scale: 1" = 60' Ref. Flood panel No. 1516 K Dwn. By: F.H.H.  
Date: 10/6/06 FILE Flood Zone: AE-VF Flood Elev. 7'-10'

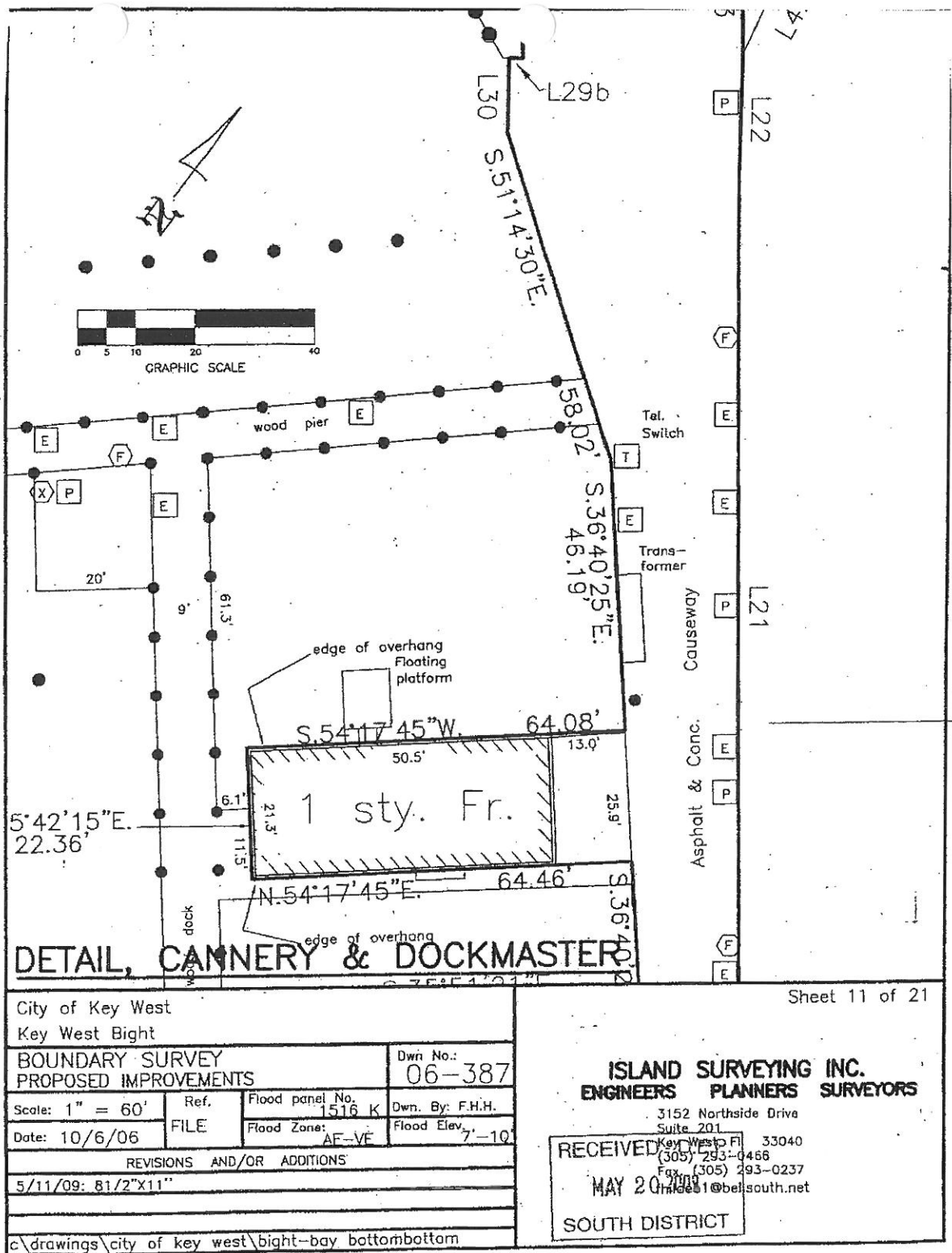
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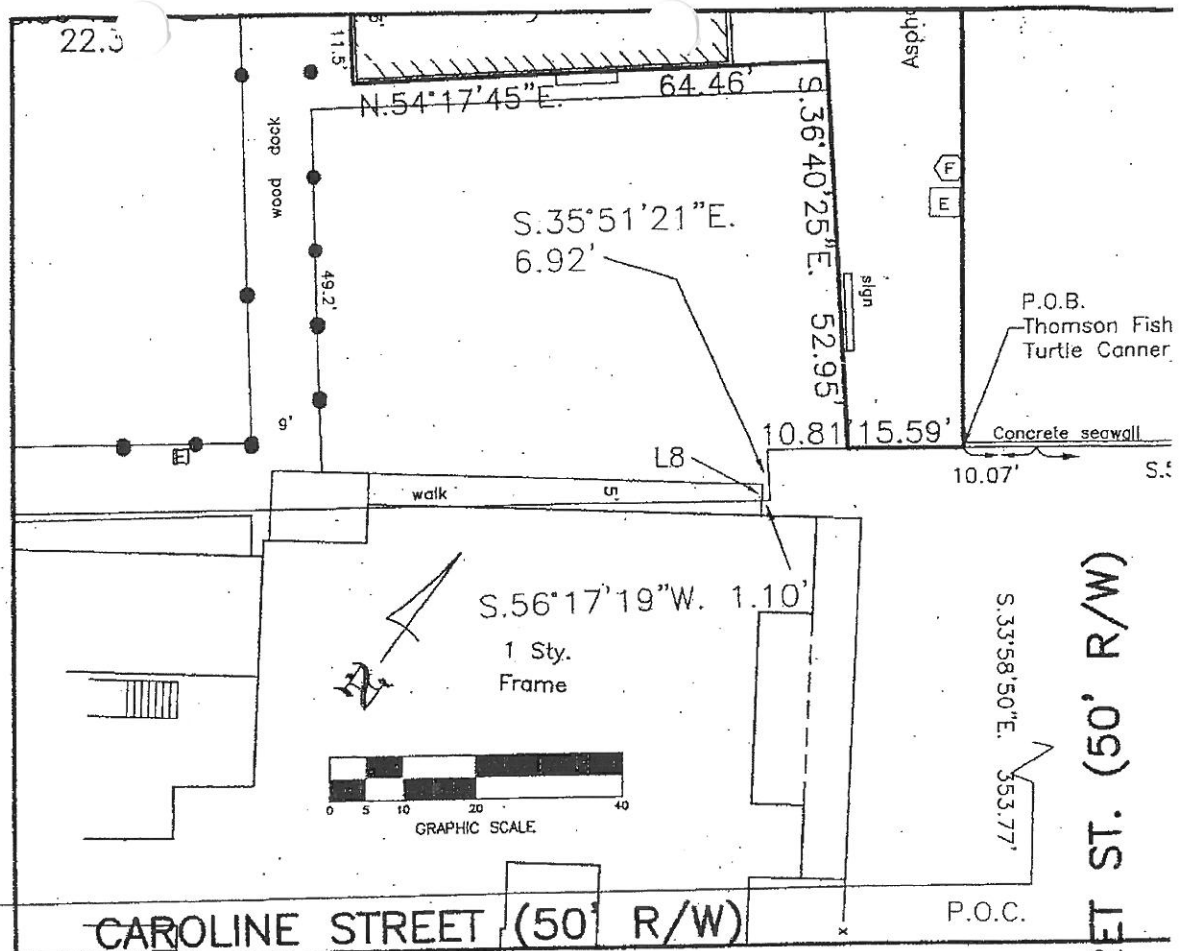
5/11/09: 81/2"x11"

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ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive  
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## DETAIL, CANNERY & DOCKMASTER

City of Key West  
Key West Bight

BOUNDARY SURVEY  
PROPOSED IMPROVEMENTS

Dwn. No.:  
06-387

Scale: 1" = 60'

Ref. Flood panel No. 1516 K  
FILE Flood Zone: AE-VF

Dwn. By: F.H.H.  
Flood Elev. 7'-10'

Date: 10/6/06

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"x11"

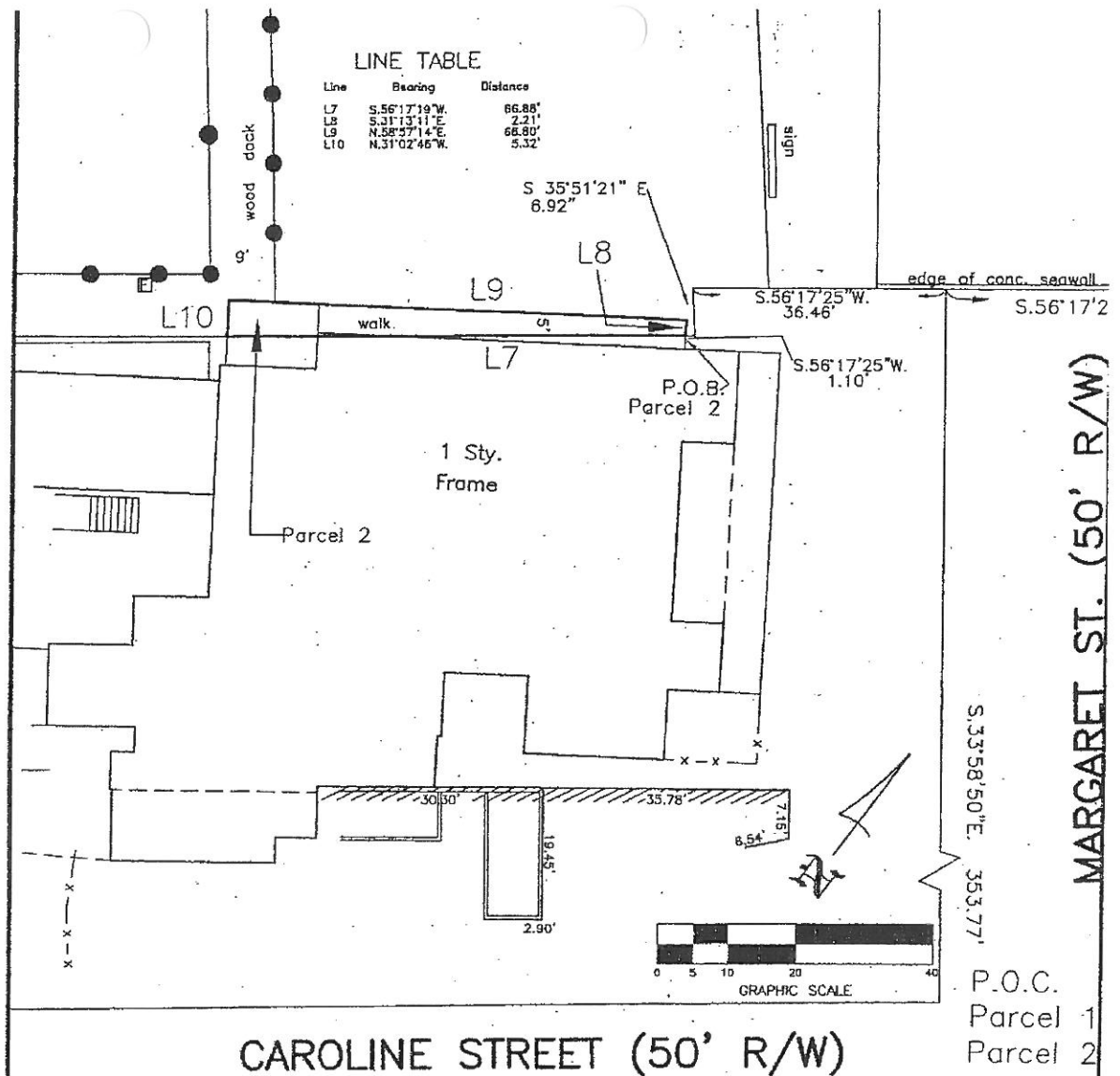
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Sheet 12 of 21

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Fax: (305) 293-0237  
Bill@islandsouth.net

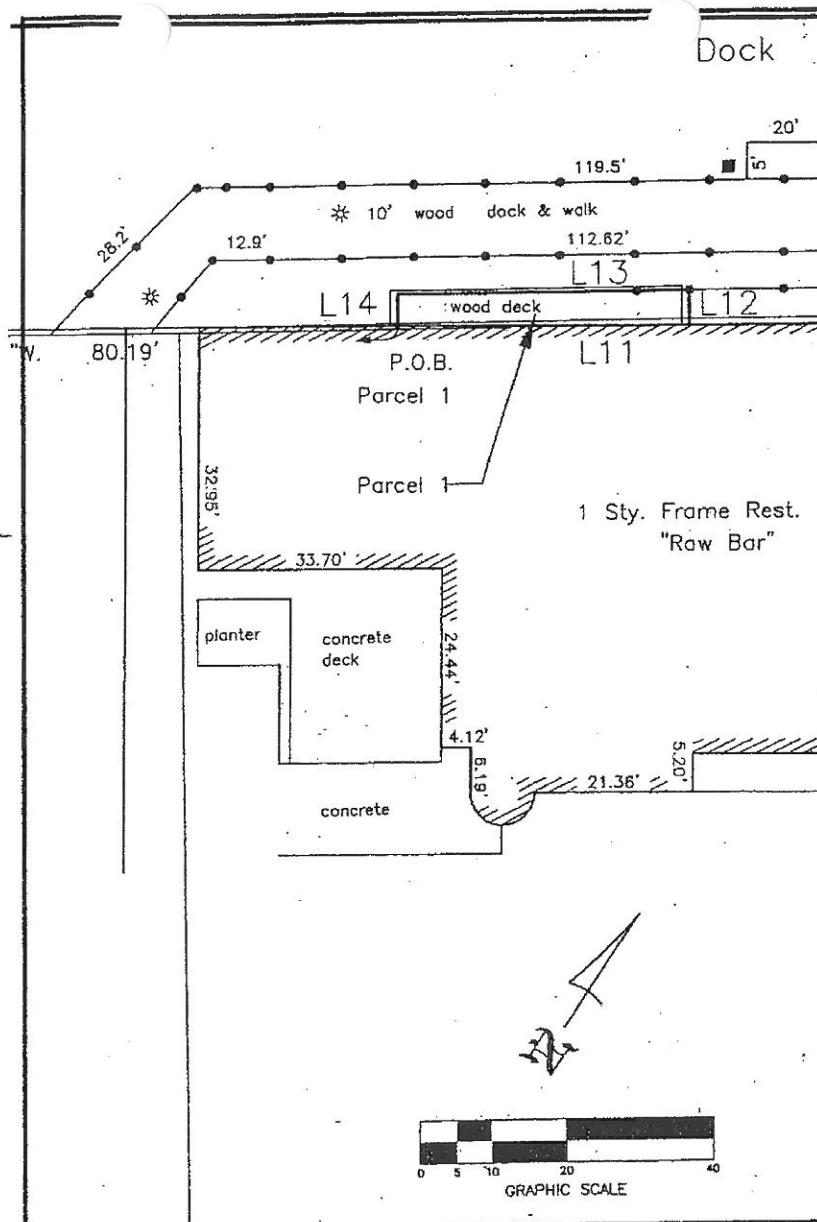




City of Key West Key West Bight		Sheet 14 of 21	
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Dwn No.: <b>06-387</b>	
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AF-VF	Flood Elev. 7'-10'
REVISIONS AND/OR ADDITIONS			
5/11/09: 8 1/2" X 11"			
c:\drawings\city of key west\bight-bay bottombottom			

**ISLAND SURVEYING INC.**  
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City of Key West  
Key West Bight

**BOUNDARY SURVEY  
PROPOSED IMPROVEMENTS**

Dwn No.:  
**06-387**

Scale: 1" = 60'

Ref.

Flood panel No.  
1516 K

Dwn. By: F.H.H.

Date: 10/6/06

FILE

Flood Zone:  
AF-VF

Flood Elev. 7'-10'

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"x11"

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Sheet 15 of 21

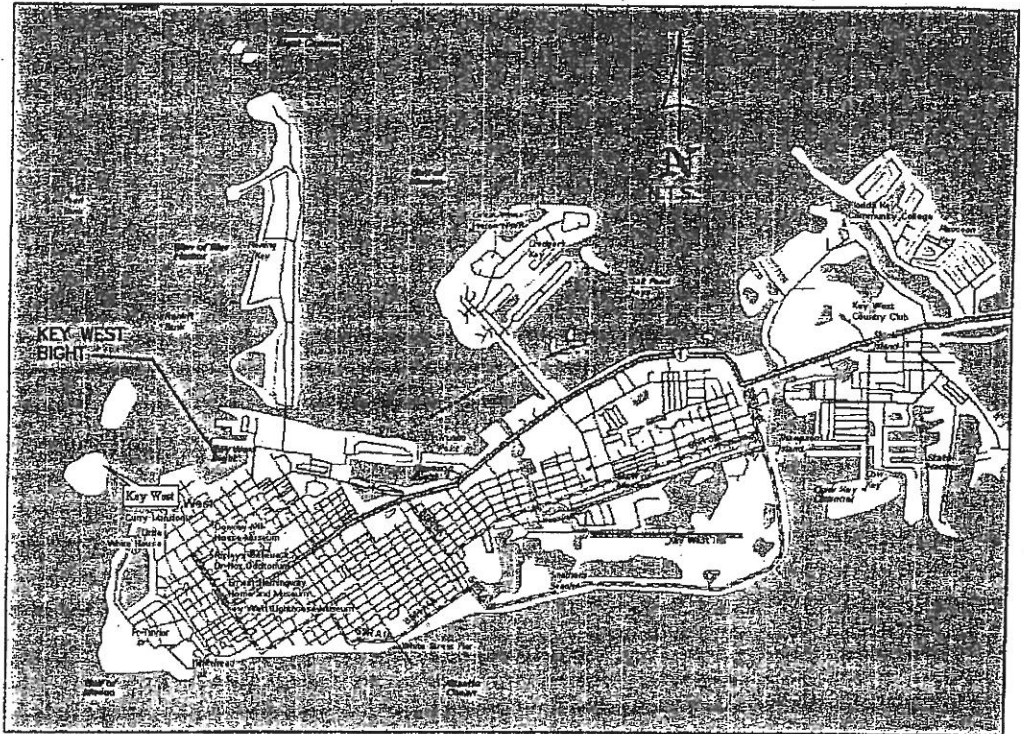
**ISLAND SURVEYING INC.**  
**ENGINEERS P. PLANNERS SURVEYORS**

MAY 20 2009

SOUTH DISTRICT

5152 Northside Drive  
Suite 201  
Key West, FL 33040  
(305) 293-0466  
Fax: (305) 293-0237  
hildeb1@bellsouth.net





**Legal Description: Covered Area 2:**

(Prepared by undersigned)

Commence at the intersection of the Northwestern Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of William Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of William Street for 348.45 feet to the face of a concrete seawall; thence N 56°10'43" E along the concrete seawall for a distance of 145.50 feet to the Point of Beginning; thence N 33°31'56" W for 3.37 feet; thence N 56°28'04" E for 30.00 feet; thence S 33°31'56" E for 3.22 feet; thence S 56°10'43" W for 30.00 feet to the Point of Beginning. Parcel contains 98.97 square feet more or less.

City of Key West

Key West Bight

BOUNDARY SURVEY  
PROPOSED IMPROVEMENTS

Dwn No.:

06-387

Scale: 1" = 60'

Ref.

Flood panel No.

1516 K

Dwn. By: F.H.H.

Date: 10/6/06

FILE

Flood Zone:

AE-VF

Flood Elev.

7'-10'

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"x11"

c:\drawings\city of key west\bight-bay bottombottom

Sheet 16 of 21

**ISLAND SURVEYING INC.**  
**ENGINEERS PLANNERS SURVEYORS**

3152 Northside Drive  
Suite 201

Key West, FL 33040

(305) 293-0466

Fax (305) 293-0237

rhildeb1@bellsouth.net

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Attachment A

Page 25 of 42 Pages

SSLL No. 440027185

Legal Description:

(Prepared by) (Undersigned) (Ferry)

A parcel of Submerged land lying and being in Section 31, Township 68 South Range 25 East, Island of Key West, Monroe County, Florida, and a part of Key West Bight and being more particularly described as follows: Commencing at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of Grinnell Street; thence N.33°58'50"W., along the said Southwesterly Right-of-Way Line of Grinnell Street a distance of 351.85 feet to the seaward face of a concrete seawall lying on the Key West Bight; thence N.56°50'27"E. along the face of a concrete seawall, for a distance of 25.00 feet and the Point of Beginning; thence N 33°58'50" W for 412.75 feet to the federally Maintained Shipping Channel Line; thence S 86°27'30" E and along the said Federally Maintained Shipping Channel Line for a distance of 365.46 feet; thence N 04°32'54" E for 57.36 feet; thence S 82° 58'21" E for 104.99 feet to the Approximate Mean High Water line (Elev. 0.92 N.G.V.D., 1929); thence meander the said Mean High Water Line in a Southerly direction for 316.7 feet, more or less to the face a Concrete Seawall; thence N 81°29'40" W along the said concrete seawall for a distance of 112.13 feet, more or less; thence S 56°50'27" W and continuing along the face of the concrete seawall for 126.65 feet to the Point of Beginning. Parcel contains 105,189.8 square feet or 2.438 acres, more or less.

**SURVEYOR'S NOTES:**

1. North arrow based on plat assumed median
2. Reference Bearing: NAD 27,
3. 3.4 denotes existing elevation
4. Elevations based on N.G.V.D. 1929 Datum
5. Bench Mark No.: Basic Elevation: 14.324
6. The approximate NGVD Elev. for MHW is 0.90' and the Safe Upland Line is Elev. 1.4 NGVD as approved by the FLDNR/BSM on October 5, 1987. Mean Low Water Elevation is (-)0.4 NGVD.
7. Safe upland Line lies along side Concrete Seawall. Elevation on top of seawall varies from 3.14 to 3.34 NGVD.
8. Bearings based on State Plane Coordinate System NAD 27, Florida East Zone and the Army Corps of Engineers monuments KH-17 1963 and KH-19 as being S.32°31'28" E
9. This survey is certified to the State of Florida Board of Trustees.
10. The survey shows water depths referenced to the mean low water in the lease area and out to the navigation channel.

City of Key West				Sheet 17 of 21	
Key West Bight					
BOUNDARY SURVEY PROPOSED IMPROVEMENTS			Dwn No.: 06-387		
Scale: 1" = 60'	Ref.	Flood panel No. 1516 K	Dwn. By: F.H.H.		
Date: 10/6/06	FILE	Flood Zone: AF-VF	Flood Elev.: 7'-10"		
REVISIONS AND/OR ADDITIONS					
5/11/09: 81/2"x11"					
c:\drawings\city of key west\bight-bay bottombottom					
				ISLAND SURVEYING INC. ENGINEERS PLANNERS SURVEYORS 3152 Northside Drive Suite 201 Key West, FL 33040 (305) 293-0466 Fax: (305) 293-0237 rhildeb1@bellsouth.net	
				RECEIVED - D.E.I. MAY 20 2009	
				SOUTH DISTRICT	

**Parcel 1:**

Commence at the intersection of the Northwestern Right-of-Way Line of Caroline Street and the Southwestern Right-of-Way Line of Margaret Street, thence N 33°58'50" W along the said Southwestern Right-of-Way Line of Margaret Street for 353.77 feet; thence N 56°17'25" E for a distance of 80.19 feet to the Point of Beginning; thence continue N 56°17'25" E for a distance of 39.51 feet; thence N 33°42'27" W for a distance of 4.72 feet; thence S 56°17'33" W for a distance of 39.51 feet; thence S 33°42'27" E for a distance of 4.72 feet back to the Point of Beginning.

Parcel contains 185 square feet, more or less.

**Parcel 2:**

Commence at the intersection of the Northwestern Right-of-Way Line of Caroline Street and the Southwestern Right-of-Way Line of Margaret Street, thence N 33°58'50" W along the said Southwestern Right-of-Way Line of Margaret Street for 353.77 feet; thence S 56°17'25" W for a distance of 36.46 feet; thence S 35°51'21" E for a distance of 6.92 feet; thence S 56°17'19" W for a distance of 1.10 feet to the Point of Beginning; thence continue S 56°17'19" W for a distance of 66.88 feet; thence N 31°02'46" W for a distance of 5.32 feet; thence N 58°57'14" E for a distance of 66.80 feet; thence S 31°13'11" E for a distance of 2.21 feet back to the Point of Beginning.

Parcel contains 251 square feet, more or less.

**Legal Description: Floating Dockmaster Office**

(Prepared by undersigned)

Commence at the intersection of the Northwestern Right-of-Way Line of Caroline Street and the Southwestern Right-of-Way Line of Margaret Street, thence N 33°58'50" W along the said Southwestern Right-of-Way Line of Margaret Street for 353.77 feet; thence S 56°17'25" W for a distance of 10.07 feet to the edge of a concrete causeway; thence N.33°56'36"W. along said concrete causeway, a distance of 168.79 feet; thence N.32°21'30"W., a distance of 20.97 feet to the edge of a wooden dock; thence N.08°36'23"W. along said wooden dock, a distance of 20.99 feet; thence N.33°19'42"W., a distance of 71.24 feet; thence N.34°19'30"W., a distance of 9.60 feet; thence S.56°40'18"W., a distance of 53.23 feet to the edge of a wooden dock; thence S.33°19'42"E. along said wooden dock, a distance of 1.30 feet; thence S.56°40'18"E., a distance of 1.75 feet to the edge of the Dockmaster's Office and the Point of Beginning; thence following the edge of said Dock Master's Office for the following four terms; thence S.56°40'18"W., for a distance of 20.80 feet; thence S.33°19'42"E., for a distance of 44.50 feet; thence N.56°40'18"E., for a distance of 20.80 feet; thence N.33°19'42"W., for a distance of 44.50 feet back to the Point of Beginning.

Parcel contains 925 square feet or 0.02 acres, more or less.

City of Key West  
Key West Bight

BOUNDARY SURVEY  
PROPOSED IMPROVEMENTS

Dwn. No.:

06-387

Scale: 1" = 60'

Ref.

Flood panel No.

1516 K

Dwn. By: F.H.H.

Date: 10/6/06

FILE

Flood Zone:

AF-VF

Flood Elev.

7'-10'

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"x11"

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Sheet 18 of 21

**ISLAND SURVEYING INC.**  
**ENGINEERS PLANNERS SURVEYORS**

3452 Northside Drive

Suite 201

Key West, FL 33040

(305) 293-0466

Box (305) 293-0237

thildeb1@bellsouth.net

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Attachment A

Page 27 of 42 Pages

SSLL No. 440027185

**Legal Description: Thomson Fish House and Turtle Cannery**

(Prepared by undersigned)

Commence at the intersection of the Northwestern Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of Margaret Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of Margaret Street for 353.77 feet to the face of a concrete seawall; thence S 56°17'25" W along the face of the said concrete seawall for a distance of 10.07 feet to the edge of a concrete causeway and the Point of Beginning; thence N.33°56'36"W. along said concrete causeway, a distance of 168.79 feet; thence N.32°21'30"W., a distance of 20.97 feet; thence N 33°59'17" W for a distance of 19.07 feet; thence N 33°19'42" W for a distance of 72.24 feet; thence S 56°40'18" W for a distance of 36.40 feet; thence S 33°19'43" E for a distance of 26.89 feet; thence S 56°40'18" W for a distance of 1.95 feet; thence S 33°19'42" E for a distance of 3.25 feet; thence N 56°40'18" E for a distance of 1.95 feet; thence S 33°19'42" E for a distance of 61.89 feet; thence S 57°17'34" W for a distance of 2.31 feet; thence S.32°42'26"E., a distance of 12.66 feet; thence S.51°14'30"E., a distance of 58.02 feet; thence 36°40'25" E for a distance of 46.19 feet to the edge of a wood dock and an old Turtle cannery; thence S.54°17'45"W. along said wood dock and a building overhang, a distance of 64.08 feet to the edge of a wood dock and building overhang; thence S 35°42'15" E along an old dock and building overhang a distance of 22.36 feet; thence N 54°17'45' E along an old wood dock and building overhang a distance of 64.46 feet to an asphalt and concrete causeway; thence S 36°40'25" E along the concrete causeway 52.95 feet; thence N 56°17'25" E along a concrete seawall for 15.59 feet to the Point of Beginning. Parcel contains 9184 square feet or 0.21 acres, more or less.

**Legal Description: Covered Area 1:**

(Prepared by undersigned)

Commence at the intersection of the Northwestern Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of William Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of William Street for 348.45 feet to the face of a concrete seawall; thence N 56°10'43" E along the concrete seawall for a distance of 83.56 feet to the Point of Beginning; thence N 33°31'56" W for 3.69 feet; thence N 56°28'04" E for 30.00 feet; thence S 33°31'56" E for 3.54 feet; thence S 56°10'43" W for 30.00 feet to the Point of Beginning. Parcel contains 108.35 square feet more or less.

City of Key West		Sheet 19 of 21	
Key West Bight			
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Dwn No.: 06-387	
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AF-VF	Flood Elev. 7'-10"
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
c:\drawings\city of key west\bight-bay bottombottom			

**ISLAND SURVEYING INC.**  
**ENGINEERS PLANNERS SURVEYORS**

RECEIVED - DEPT 352 Northside Drive  
Suite 201  
Key West, FL 33040  
MAY 20 2009 (305) 293-0466  
Fax: (305) 293-0237  
info@islandsurveying.com  
info@bellsouth.net

**SOUTH DISTRICT**

**Monumentation:**

⊕ = set 1/2" Iron Pipe, P.L.S. No. 2749

▲ = Found P.K. Nail, P.L.S. No. 2749

**Abbreviations:**

Sty. = Story  
R/W = Right-of-Way  
fd. = Found  
p. = Plat  
m. = Measured  
d. = Deed  
M.H.W. = Mean High Water  
O.R. = Official Records  
Sec. = Section  
Twp. = Township  
Rge. = Range  
N.T.S. = Not to Scale

o/h = Overhead  
u/g  
F.F.L.  
L.B. = Low Beam  
Rad. = Radial  
Irr. = Irregular  
conc. = concrete  
I.P. = Iron Pipe  
I.B. = Iron Bar  
B = Baseline

Ⓢ = Centerline  
Elev. = Elevation  
Ⓢ = Sewerage Pump Out  
Ⓢ = Marine Elec/Tel Hook Up  
C.B. = Concrete Block  
C.B.S. = Concrete Block Stucco  
cov'd. = Covered  
Ⓢ = Fire Hose  
Ⓢ = Fire Extinguisher  
● = Mooring or Fend off Pile

B.M. = Bench Mark  
P.C. = Point of Curvature  
P.T. = Point of Tangency  
P.O.C. = Point of Commence  
P.O.B. = Point of Beginning  
P.B. = Plat Book  
pg. = page  
Elec. = Electric  
Tel. = Telephone  
Ench. = Encroachment  
O.L. = On Line  
C.L.F. = Chain Link Fence  
Ⓢ = Concrete Utility Pole  
Ⓢ = Wood utility Pole  
Ⓢ = Wood Utility Pole  
with Guy wire  
Ⓢ F.W. = Fire Well  
Ⓢ M.W. = Monitoring Well  
Ⓢ = sign

P.I. = Point of Intersection  
wd. = Wood  
R = Radius  
A = Arc (Length)  
D = Delta, (Central angle)  
w.m. = Water Meter  
Bal. = Balcony  
Pl. = Planter  
Hydt. = Fire Hydrant  
F.W. = Fire Well  
A/C = Air Conditioner  
M.H. = Man Hole  
San. = Sanitary  
Ⓢ C.B. = Storm Water Catch Basin  
Inv. = Invert  
B.P.Z. = Backflow Prevention Valve  
P.V.C. = Polyvinyl Pipe  
R.C.P. = Reinforced Concrete pipe  
+ = Fire Hydrant  
\* = Light  
Ⓢ = Water Meter  
Ⓢ = Water Valve  
Ⓢ E. = Electric Manhole  
Ⓢ E. = Electric Utility Vault  
Field Work performed on: 6/1/02

Sheet 20 of 21

City of Key West			
Key West Bight			
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Dwn No.: 06-387	
Scale: 1" = 60'	Ref.	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06	FILE	Flood Zone: AF-VF	Flood Elev. 7'-10"
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
c:\drawings\city of key west\bight-bay bottombottom			

**ISLAND SURVEYING INC.**  
**ENGINEERS PLANNERS SURVEYORS**

RECEIVED - DEPT. OF PUBLIC WORKS  
MAY 20 2009

3162 Northside Drive  
Suite 201  
Key West, FL 33040  
(305) 293-0466  
Fax: (305) 293-0237  
info@islandsouth.net

SOUTH DISTRICT



Legal Description: (Bight)  
(Prepared by Undersigned)

A parcel of Submerged land lying and being in Section 31, Township 68 South Range 25 East, Island of Key West, Monroe County, Florida, and a part of Key West Bight and being more particularly described as follows: Commencing at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of William Street; (N 85358.37, W 388698.98) thence N.33°58'50"W., along the said Southwesterly Right-of-Way Line of William Street a distance of 348.45 feet to the seawall face of a concrete seawall lying on the Key West Bight and the POINT OF BEGINNING thence meander along the face of the said concrete seawall for the following seven (7) metes and bounds; thence S.56°10'43"W., a distance of 10.35 feet; thence N.34°37'13"W., a distance of 46.66 feet; thence S.55°48'08"W., a distance of 335.98 feet; thence N.31°37'18"W., a distance of 62.66 feet; thence N.31°21'11"W., a distance of 113.20 feet; thence N.27°03'49"W., a distance of 79.60 feet; thence S.59°30'43"W., a distance of 57.38 feet to the Mean High Water Line of boulder rip-rap; thence N.48°42'33"W., and along the said Mean High Water line (Elev. 0.92 N.G.V.D.) a distance of 17.16 feet; thence N.55°53'27"E., and leaving the said Mean High Water Line a distance of 211.85 feet; thence S.32°42'32"E., for a distance of 25.00 feet; thence N.55°53'27"E., for a distance of 228.68 feet; thence N 28°34'27' E for a distance of 212.30 feet; thence N.36°55'59"W., for a distance of 27.47 feet to a point on the Federal maintained shipping channel line; thence N 48°00'31' E and along the said Federal Channel line a distance of 426.28 feet; thence S.33°58'50"E., and leaving the said Federal channel line a distance of 312.12 feet; thence S.62°40'28"E., a distance of 13.39 feet; thence S.33°37'41"E., a distance of 143.47 feet; thence N.81°38'02"E., a distance of 21.57 feet to the face of the said concrete seawall, thence meander the concrete seawall for the following four (4) metes and bounds; thence S.56°17'25"W., a distance of 266.90 feet; thence S.35°51'21"E., a distance of 6.92 feet; thence S.56°17'19"W., a distance of 138.19 feet; thence S.56°10'43"W., a distance of 278.10 feet to the Point of Beginning.  
Parcel contains 359,862 square feet or 8.26 acres, more or less.  
Bearings based on State Plane Coordinate System NAD 27, Florida East Zone and the Army Corps of Engineers monuments KH-17 1963 and KH-19 as being S 32°31'28" E

CERTIFICATION:

I HEREBY CERTIFY that the attached PROPOSED IMPROVEMENTS is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 61G17-6, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT  
Professional Land Surveyor & Mapper No. 2749  
Professional Engineer No. 36810  
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

City of Key West			
Key West Bight			
BOUNDARY SURVEY		Dwn No.: 06-387	
PROPOSED IMPROVEMENTS			
Scale: 1" = 60'	Ref.	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06	FILE	Flood Zone: AE-VF	Flood Elev. 7'-10'
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
c:\drawings\city of key west\bight-bay bottombottom			

Sheet 21 of 21

**ISLAND SURVEYING INC.**  
ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive

Suite 201

Key West, FL 33040

(305) 293-0466

(305) 293-0237

fhildeb1@bellsouth.net

RECEIVED - MAY 20 2009  
SOUTH DISTRICT

Return to:

Name: Robert Feldman, Esq. 7.6 0  
Address: 417 Eaton Street  
Key West, Florida 33040

JUN 28 1995

RECEIVED

This instrument prepared

by: Robert C. McClymonds

Name: SIRKIN & MCCLYMONDS, P.

Address: 7900 Red Road, Suite 25 D.E.P. Marathon, FL  
South Miami, Florida 33143 S.P. South District

MAY 31 1995

Property Appraiser's Parcel

Identification Nos: 00000680  
00001730  
00002770  
00002670  
00002980  
00000230  
00000710

Grantee's Fed. I.D. No. 59-6000346

[Space above this line for recording data.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the 6th day of January, 1993, by THE TRUST FOR PUBLIC LAND, a not-for-profit corporation existing under the laws of California, and having its principal place of business at 2100 Centerville Road, Tallahassee, Florida 32308-4314, hereinafter called the Grantor, to THE CITY OF KEY WEST, FLORIDA, a Municipal Corporation, existing under the laws of Florida, whose post office address is P.O. Box 1409, Key West, Florida 33041-1409, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties in this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations);

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Monroe County, Florida, viz:

SEE EXHIBIT A

consisting of 5 pages

attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to the matters set forth on EXHIBIT B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the same in fee simple forever.

This instrument is exempt from documentary stamp taxes pursuant to Chapter 201.02(6), Florida Statutes.

AND the Grantor hereby covenants with the Grantee that it is lawfully seized of said land in and to the said land; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming through Grantor; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE TRUST FOR PUBLIC LAND

Sara E. Branger  
Signature

By:

W. Dale Allen  
Name: W. Dale Allen  
Title: Vice President

SARA E. BRANGER  
Printed Name

(CORPORATE SEAL)

Harvey A. Abrams  
Signature

Harvey A. Abrams  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

Special Warranty

The foregoing ~~Quit-Claim~~ Deed was acknowledged before me this 1st day of January, 1993, by W. Dale Allen, Vice President of The Trust for Public Land, a California corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Cheryl A. Vickers  
Printed Name: CHERYL A. VICKERS  
Notary Public, State of Florida  
Commission Number:  
Commission Expires:



CHERYL A. VICKERS  
MY COMMISSION # 0023180 EXPIRES  
September 24, 1996  
BONDED THIRD PARTY FARM INSURANCE, INC.

760431  
OFF 1240 PAGE 1156  
REC



The following described land, situate, lying and being in the County of Monroe and State of Florida, to-wit:

BEGINNING at the intersection of the Northwesterly line of Caroline Street, with the Northeasterly line of William Street; thence in a Northwesterly direction along the Northeasterly line of William Street a distance of 355 feet, more or less, to the outside face of the seawall; thence at right angles and in a Northeasterly direction along the outside face of a concrete seawall a distance of 402 feet, more or less, to the Southwesterly line of Margaret Street; thence at right angles in a Southeasterly direction along the Southwesterly line of Margaret Street, a distance of 355 feet, more or less, to the Northwesterly line of Caroline Street; thence at right angles and in a Southwesterly direction along the Northwesterly line of Caroline Street a distance of 402 feet, more or less, back to the Point of Beginning.

TRACT A a/k/a the following described TRACT A:

A portion of land lying in the City of Key West, Monroe County, Florida and being more particularly described as follows:

Begin at the intersection of the Northwesterly Right-of-Way line of Caroline Street with the Northwesterly Right-of-Way line of William Street; thence N 40°00'00" W for 347.60 feet to the face of a concrete seawall, said seawall also being the Safe Mean High Water line (elev. 1.6 NGVD) of Key West Bight; thence meandering said seawall with the following four (4) metes and bounds: thence (1) N 50°04'00" E for 229.35 feet; thence (2) N 50°16'17"E for 136.90 feet; thence (3) N 40°50'00" W for 6.89 feet; thence (4) N 50°20'00" E for 36.00 feet to the Southwesterly Right-of-Way line of Margaret Street; thence S 40°00'00" E along the said Southwesterly Right-of-Way line of Margaret Street for 353.36 feet to the said Northwesterly Right-of-Way line of Caroline Street; thence S 50°00'00" W along the said Northwesterly Right-of-Way line of Caroline Street for 402.15 feet to the Point of Beginning.

TRACT A

The following described land, situate, lying and being in the County of Monroe and State of Florida, to-wit:  
 Beginning at the intersection of the Northwesterly line of Caroline Street with the Northeastly line of Margaret Street;  
 thence in a Northwesterly direction along the Northeastly line of Margaret Street a distance of 355 feet, more or less, to the outside face of the seawall;  
 thence at right angles and in a Northeastly direction a distance of 402 feet, more or less, to a point on the extension Northwesterly of the Southwesterly line of Grinnell Street;  
 thence at right angles and in a Southeasterly direction along said extension of Grinnell Street a distance of 355 feet, more or less, to the Northwesterly line of Caroline Street;  
 thence at right angles and in a Southwesterly direction along the Northwesterly line of Caroline Street a distance of 402 feet, more or less, back to the Point of Beginning.

LESS the following described property:

Beginning at the intersection formed by the Northwesterly line of Caroline Street with the Southwesterly line of Grinnell Street, Key West, Florida;  
 thence South 55° 00' West along the Northwesterly line of Caroline Street, aforesaid, a distance of 251.12 feet;  
 thence North 34° 42' West, a distance of 144.26 feet;  
 thence North 54° 46' East, a distance of 29.25 feet;  
 thence North 35° 02' West, a distance of 208.03 feet, more or less, to the outside face of the seawall;  
 thence North 55° 18' East, 221.87 feet, more or less, to a point;  
 thence South 35° 02' East, 351.4 feet to the Point of Beginning.

TRACT B a/k/a the following described TRACT B:

TRACT B

The following described land, situate, lying and being in the County of Monroe and State of Florida, to-wit:  
 Beginning at the intersection of the Northwesterly line of Caroline Street with the Northeastly line of Margaret Street;  
 thence in a Northwesterly direction along the Northeastly line of Margaret Street a distance of 355 feet, more or less, to the outside face of the seawall;  
 thence at right angles and in a Northeastly direction a distance of 402 feet, more or less, to a point on the extension Northwesterly of the Southwesterly line of Grinnell Street;  
 thence at right angles and in a Southeasterly direction along said extension of Grinnell Street a distance of 355 feet, more or less, to the Northwesterly line of Caroline Street;  
 thence at right angles and in a Southwesterly direction along the Northwesterly line of Caroline Street a distance of 402 feet, more or less, back to the Point of Beginning.

LESS the following described property:

Beginning at the intersection formed by the Northwesterly line of Caroline Street with the Southwesterly line of Grinnell Street, Key West, Florida;  
 thence South 55° 00' West along the Northwesterly line of Caroline Street, aforesaid, a distance of 251.12 feet;  
 thence North 34° 42' West, a distance of 144.26 feet;  
 thence North 54° 46' East, a distance of 29.25 feet;  
 thence North 35° 02' West, a distance of 208.03 feet, more or less, to the outside face of the seawall;  
 thence North 55° 18' East, 221.87 feet, more or less, to a point;  
 thence South 35° 02' East, 351.4 feet to the Point of Beginning.

Attachment B

Page 34 of 42 Pages

SSLL No. 440027185

EXHIBIT A

COMMENCING at the intersection of the Northwesterly line of Caroline Street with the Northeastly line of Grinnell Street;  
 thence in a Northwesterly direction along the Northeastly line of Grinnell Street, and its extension Northwesterly a distance of 193 feet to a point of place of beginning;  
 continue in a Northwesterly direction along the line of Grinnell Street extended Northwesterly a distance of 162 feet, more or less, to the outside face of the seawall, thence in a Northeastly direction and along a deflected angle to the right of 90° 17' a distance of 94 feet, more or less, along said seawall;  
 thence in an Easterly direction and along a deflected angle to the right of 37° 37', a distance of 117 feet, more or less;  
 thence in a Southerly direction and along a deflected angle to the right of 85° 57' a distance of 133 feet, more or less;  
 thence in a Southwesterly direction and along a deflected angle to the right of 59° 01' a distance of 107 feet, more or less, back to the point of place of beginning, and lying and being in the City of Key West, Monroe County, Florida.

TRACT D-2

On the Island of Key West and being a part of certain filled lands, described by metes and bounds as follows:

COMMENCING at the intersection of the Northeastly property line of Grinnell Street, if extended, and the Northwesterly property line of Caroline Street, if extended; from said point of intersection run Northwesterly along the Northeastly property line of Grinnell Street, if extended, a distance of 43.25 feet to a galvanized pipe hereinafter known as the point of beginning;  
 from said point of beginning run Northwesterly along the Northeastly property line of Grinnell Street, if extended, a distance of 148.25 feet to an iron pipe;  
 thence with an interior angle of 81° 24' to the left and in a Northeastly direction a distance of 86.2 feet to an iron pipe;  
 thence with an interior angle of 133° 54' to the left and in a Southeastly direction a distance of 23.63 feet to an iron bolt;  
 thence with an interior angle of 104° 17' to the left and in a Southerly direction a distance of 152.71 feet to the aforementioned Point of Beginning.

TRACT C AND TRACT D-2 TOGETHER a/k/a as the following described TRACT C

TRACT C

Commence at the intersection of the Northeastly Right-of-Way line of Grinnell Street, if extended and the Northeastly Right-of-Way line of Caroline Street, if extended, thence N 40°00'00" W along the extension of the Northeastly Right-of-Way line of Grinnell Street for 43.25 feet to the Point of Beginning; thence continue along the Northeastly Right-of-Way line of Grinnell Street for 307.63 feet to the face of a seawall (said point also being the Safe Mean High Water line (elev 1.6 NGVD) of Key West Right; thence N 50°44'21" E along the face of the seawall for 101.25 feet; thence S 87°18'28"E and along the said seawall for 120.42 feet to the Westerly Right-of-Way line of Trumbo Road; thence S 00°11'00" W along the said Westerly Right-of-Way line of Trumbo Road for 294.08 feet to the Point of Beginning.

On the Island of Key West, Monroe County, Florida, and known on the map of William A. Whitehead delineated in February, A.D. 1829, as follows:

All of Lot 2 and 3 in Square 28, EXCEPTING parcel of land owned by Fleet Reserve Home, Inc., which deed is recorded in Deed Book G-65, Page 287-288;  
ALSO EXCEPTING that parcel of land conveyed by Warranty Deed recorded in Official Records Book 379, Pages 355-356, of the Public Records of Monroe County, Florida;  
and also EXCEPT parcel of land owned by Samuel G. Gates Estate recorded in Deed Book PP, Page 238, of Monroe County, Florida records;  
AND ALSO EXCEPT parcel sold by Shelly Tractor and Equipment Co., which deed is recorded in Official Records Book No. 9, Pages 182-183, of the Public Records of Monroe County, Florida;  
AND ALSO LESS parcel sold to Donald L. Scribner and Linda E. Scribner filed December 3, 1974, in Official Records Book 590, Page 45, of the Public Records of Monroe County, Florida.

TRACT E

On the Island of Key West, Monroe County, Florida, and being a Part of Lot 3, of Square 5, of William A. Whitehead's Map delineated in February, 1829, being more particularly described as follows:

Commence at the intersection of the Northeast right-of-way of Simonton Street and the Northwest right-of-way of Greene Street and run thence in a Northeasterly direction along the Northwesterly right-of-way of the said Greene Street for a distance of 141 feet, 10 inches, to the Point of Beginning of the land being described herein;  
thence run Northwesterly, perpendicular to the said Greene Street for a distance of 216 feet;  
thence run Northeasterly, parallel with the said Greene Street for a distance of 311.8 feet to the waters of Key West Harbor;  
thence run Southeasterly along the waters of said Key West Harbor for a distance of 17 feet to a concrete seawall;  
thence run Northeasterly along the face of said concrete seawall for a distance of 71 feet;  
thence continue along the face of said seawall in a Southeasterly direction for a distance of 198.2 feet to the Northwest right-of-way of said Greene Street extended Northeast;  
thence run Southwesterly along the Northwesterly right-of-way of said Greene Street for a distance of 367.14 feet back to the Point of Beginning.

TRACT E a/k/a the following described TRACT E:

On the Island of Key West, Monroe County, Florida and being a part of Lot 3, Square 5 of William A. Whitehead's map of said City of Key West, delineated in February, 1829 and being more particularly described as follows:

Commence at the intersection of the Northeasterly Right-of-Way line of Simonton Street and the Northwesterly Right-of-Way line of Greene Street; thence N 49°55'10"E along the said Northwesterly Right-of-Way line of Greene Street for 141.84 feet to the Point of Beginning; thence N 40°04'50" W for 216.00 feet; thence N 49°52'17" E for 312.97 feet to the Safe Mean High Water line (elev 1.6 NGVD) of Key West Right; thence S 47°46'00" E along the said Safe Mean High Water line for 18.00 feet; thence meander a concrete seawall and the Safe Mean High Water line of the Key West Right with the following four (4) metes and bounds: thence (1) N 44°20'00" E for 7.00 feet; thence (2) N 53°31'40" E for 61.61 feet; thence (3) S 33°04'14" E for 76.07 feet; thence (4) S 37°08'37" E for 113.88 feet to the said Northwesterly Right of Way line of Green Street; thence S 49°55'10" W along the said Northwesterly Right-of-Way line of Greene Street for 368.41 feet to the Point of Beginning.

TRACT F

A parcel of land on the Island of Key West, Monroe County, Florida, and being a part of Square 11, according to William A. Whitehead Map delineated in February, 1829, and other lands; said parcel being described as follows:  
 Begin at the intersection of the Southeasterly right-of-way line of Greene Street with the Northeasterly right-of-way line of Elizabeth Street and run  
 thence Northeasterly along the Southeasterly right-of-way line of the said Greene Street and extension thereof for a distance of 402 feet to the Southwesterly right-of-way line of William Street extended Northwesterly;  
 thence run Southeasterly along the Southwesterly right-of-way line of William Street and extension thereof for a distance of 106 feet;  
 thence run Southwesterly and parallel with Caroline Street for a distance of 170.52 feet;  
 thence run Northwesterly and perpendicular to said Caroline Street for a distance of 57.60 feet;  
 thence run Southwesterly and parallel with the said Caroline Street for a distance of 52.44 feet;  
 thence run Southeasterly and perpendicular to the said Caroline Street for a distance of 47.10 feet;  
 thence run Southwesterly and parallel with the said Caroline Street for a distance of 79.04 feet;  
 thence run Southeasterly and perpendicular to the said Caroline Street for a distance of 4.5 feet;  
 thence run Southeasterly and parallel with the said Caroline Street for a distance of 100 feet to the Northeasterly right-of-way line of Elizabeth Street;  
 thence run Northwesterly along the Northeasterly right-of-way line of said Elizabeth Street for a distance of 100 feet back to the Point of Beginning.

## TRACT F a/k/a the following described TRACT F:

On the Island of Key West, Monroe County, Florida, and being a part of Square 11, according to William A. Whitehead's map, delineated in February, 1829, and other lands, and being more particularly described as follows:

Begin at the intersection of the Southeasterly Right-of-Way line of Greene Street and the Northeasterly Right-of-Way line of Elizabeth Street; thence S 49°55'10" E along the said Southeasterly Right-of-Way line of Greene Street for 53.87 feet to the face of a concrete seawall, said point also being the Safe Mean High Water Line (elev. 1.6 NGVD), of Key West Bight; thence meander said seawall and the Key West Bight with the following four (4) metes and bounds:  
 thence (1) S 40°00'00" E for 8.50 feet; thence (2) N 50°00'00" E for 337.86 feet; thence (3) S 40°00'00" E for 45.21 feet; thence (4) N 50°04'00" E for 10.69 feet to the Southwesterly Right-of-Way line of William Street; thence S 40°00'00" E along the said Southwesterly Right-of-Way line of William Street for 51.79 feet, thence:  
 S 50°00'00" W for 170.52 feet; thence  
 N 40°00'00" W for 57.60 feet; thence  
 S 50°00'00" W for 52.44 feet; thence  
 S 40°00'00" E for 47.10 feet; thence  
 S 50°00'00" W for 79.04 feet; thence  
 S 40°00'00" E for 4.50 feet; thence  
 S 50°00'00" W for 100.36 feet to the said Northeasterly Right-of-Way line of Elizabeth Street; thence N 40°02'20" W along the said Northeasterly Right-of-Way line of Elizabeth Street for 99.43 feet to the Point of Beginning.

## EXHIBIT "B" TO DEED

ALL OF THE BELOW-REFERENCED DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

- 1) Reservations contained in that certain Deed filed April 26, 1944 in Deed Book Volume G-13, page 287 (as to Tract F).
- 2) Easement recorded in Official Records Volume 477, page 566.
- 3) Easement recorded in Official Records Volume 477, page 567 (as to Tracts A, B, C, D-1, and D-2).
- 4) Easement recorded March 9, 1966 in Official Records Volume 369, page 122.
- 5) Subject to the terms and conditions of that certain Lease/Easement Agreement recorded April 12, 1979 in Official Records Volume 785, page 1744 (as to Tract C).
- 6) Easements granted to The Utility Board of the City of Key West, Florida, recorded August 25, 1983 in Official Records Volume 889, page 1910 (as to Tract B).
- 7) Easement granted to The Utility Board of the City of Key West, Florida, recorded March 20, 1974 in Official Records Volume 572, page 126 (as to Tract E).
- 8) Easement in Deed Book G-55, page 72 (as to Tracts C and D-2).
- 9) Reservations contained in Deed No. 19849, recorded in Deed Book G-56, page 20 (as to Tract C).
- 10) Easement granted to The Utility Board of the City of Key West, Florida recorded November 17, 1981 in Official Records Volume 843, page 386 (as to Tracts C and D-2).
- 11) The Covenant set forth in those certain deeds recorded in ~~Official Record Book~~ CLERKS FILE NUMBER 766411, page ~~766412 CLERKS FILE NUMBER 766411, concerning the Henry C. Singleton, Sr., Memorial.   
 ~~CLERKS FILE NUMBER 766412~~ CLERKS FILE NUMBER 766411~~
- 12) Survey prepared by Frederick H. Hildebrandt, Drawing No. 91-271, last certified January 4, 1993, shows the following:
  - (a) 9 X 12-foot covered shelter encroaching in the most easterly corner as to Tract A;
  - (b) 5.3 foot wood porch encroaching onto adjacent property along northwesterly boundary as attached to one-story frame restaurant, "Raw Bar"; covered brick porch and wood frame shed encroaching into adjacent property from one-story CBS building along southwesterly boundary; and fence encroaching from captioned property in most easterly corner onto adjacent property (all as to Tract B);
  - (c) Chain link fence on line and encroaching into the adjacent property off line along southwesterly boundary and continuing inside along southeasterly boundary (as to Tracts C and D-2);
  - (d) Chain link fence partially inside and partially on line along southwest boundary and encroaching from off site in most easterly corner and continuing on line along southeast boundary (as to Tract D-1);
  - (e) Fuel tanks and propane tanks (as to Tract E);
  - (f) Overhead wire and two poles in west half of captioned property and concrete loading dock encroaching along northerly portion of southeasterly boundary (as to Tract F).
- 13) Subject to the terms and conditions of unrecorded leases, notices of which have been given by Grantor to Grantee, if any.

RECORDED  
IN MONROE COUNTY  
FLORIDA  
RECORD 124  
PAGE 162



ATTACHMENT

The following water quality monitoring program is required for the Key West Bight:

FREQUENCY

Annually for all parameters and quarterly for dissolved oxygen (D.O.) and Coliform bacteria from the five stations on the attached sample location drawing. The quarterly coliform bacteria may consist of duplicate surface samples collected at each station in lieu of the 10 samples in a 30-day period required below for the annual sampling.

WATER COLUMN

Please collect duplicate water quality samples, except samples for dissolved oxygen (D.O.) and coliform bacteria from the five stations shown on the attached map at the indicated depths, analyze the field collected samples individually, and report each of the duplicate samples individually for the following parameters. All measurements and analyses for each parameter shall be made using approved methods providing a PQL (Practical Quantification Limit) below the water quality standard for the parameter as listed in Rule 62-302, F.A.C.

PARAMETER

DEPTH

Dissolved Oxygen-mg/l (diel samples taken at 4 hour intervals through a 24 hour period)	1 ft. below surface, mid-depth and 1 ft. above bottom
BOD <sub>5</sub>	1 ft. below surface, mid-depth and 1 ft. above bottom
pH	1 ft. below surface, mid-depth and 1 ft. above bottom
Total N, TKN, NO <sub>2</sub> -N, NO <sub>3</sub> -N, and unionized ammonia (mg/l)	1 ft. below surface, mid-depth and 1 ft. above bottom
Total P and Ortho - PO <sub>4</sub> -P (mg/l)	1 ft. below surface mid-depth and 1 ft. above bottom
Oil and Grease (mg/l)	surface
Fecal and total coliform (#100ml) (10 samples in a 30 day period)	surface

Doc# 1789889  
Bk# 2486 Pg# 407

arsenic total- $\mu$ /l	1 ft. above bottom
cadmium ( $\mu$ /l)	1 ft. above bottom
chromium VI ( $\mu$ g/l)	1 ft. above bottom
copper ( $\mu$ g/l)	1 ft. above bottom
lead ( $\mu$ g/l)	1 ft. above bottom
zinc ( $\mu$ g/l)	1 ft. above bottom
Specific Conductivity ( $\mu$ mhoz/cm)	1 ft. below surface, mid-depth and 1 ft. above bottom
Polycyclic aromatic hydrocarbons total ( $\mu$ g/l)	surface

SEDIMENTS

Please collect triplicate sediment samples from the five stations indicated on the attached map. Please analyze two of the sediment samples for the following parameters using the specified detection limit and archive the third for analysis at the Department's request, if the results from the first two samples conflict.

<u>PARAMETER</u>	<u>SAMPLE</u>	<u>DETECTION LIMITS (mg/kg)</u>
Aluminum	top 2 cm.	10.0
Copper	top 2 cm.	1.0
Lead	top 2 cm.	1.0
Zinc	top 2 cm.	1.0
Arsenic	top 2 cm.	1.0
Cadmium	top 2 cm.	0.05
Chromium	top 2 cm.	1.0
Polycyclic aromatic hydrocarbons, (mg/l)	top 2 cm.	0.5

Doc# 1789889  
 Bk# 2466 Pg# 406

All sediment data shall be collected and analyzed using the procedures in the Deepwater Ports Maintenance Dredging and Disposal Manual, DEP, 1984. Copper/Aluminum, Lead/Aluminum, Zinc/Aluminum, Arsenic/Aluminum, Cadmium/Aluminum and Chromium/Aluminum regression graphs shall be created and submitted with the sediment sampling data.

#### REPORTING

All data shall be submitted with the documents containing the following information: (1) permit application number; (2) dates of sampling and analysis; (3) a statement describing the methods used in collection, handling, storage and analysis of the samples; (4) a map indicating the sampling locations; (5) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data; and (6) documentation that the laboratory performing the sampling and analyses has an approved quality assurance plan on file with DEP.

Monitoring reports shall also include the following information for each sample that is taken:

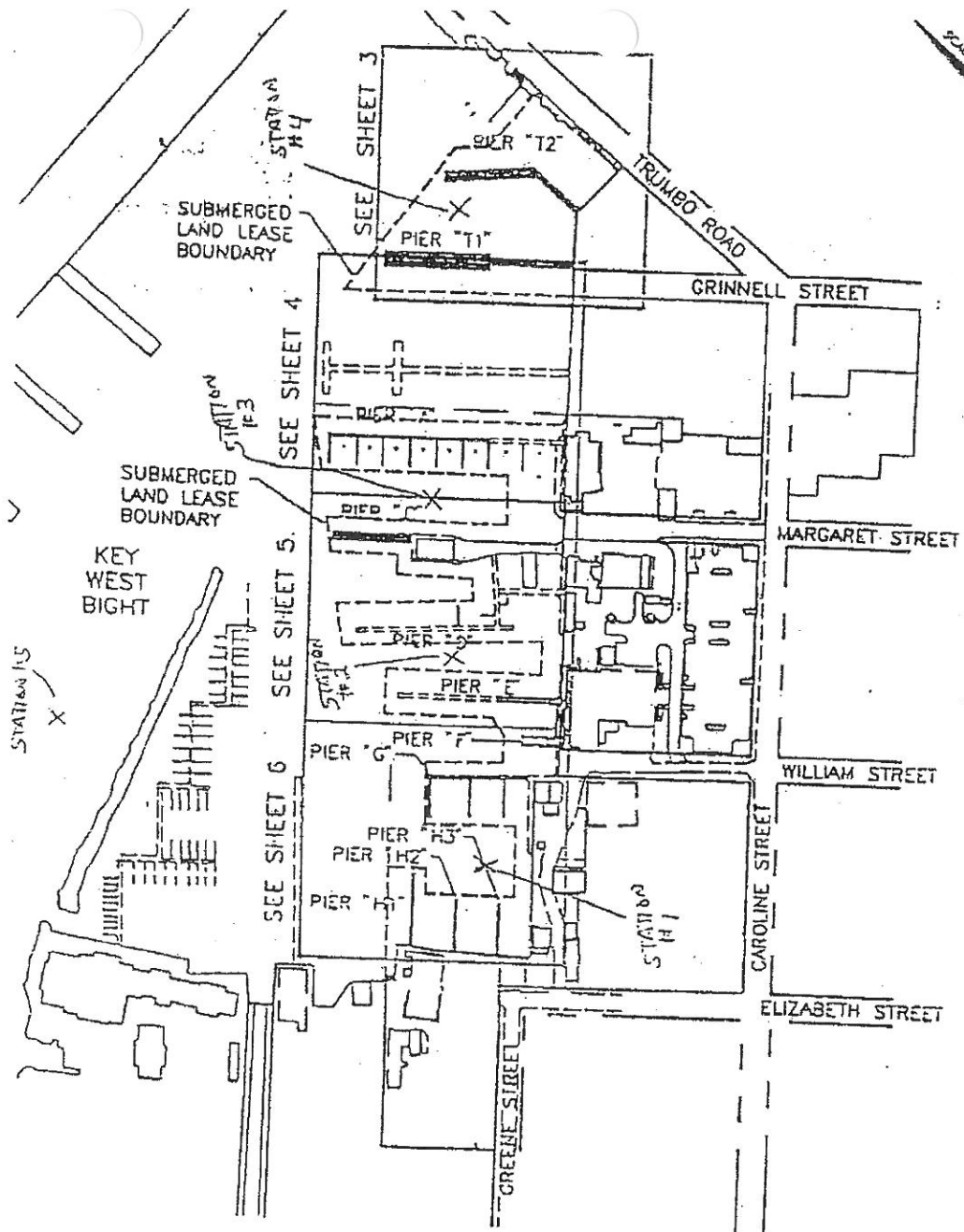
- (a) time of day samples taken;
- (b) water temperature (°C);
- (c) salinity (ppt);
- (d) depth of water body;
- (e) depth of sample;
- (f) antecedent weather conditions;
- (g) tidal stage and direction of flow;
- (h) wind direction and velocity;
- (i) identification of the sample location which corresponds to the sample location number shown on the sampling location map;
- (j) the appropriate Rule 62-302, F.A.C., standard for the parameter being measured; and
- (k) the detection limit for the parameter being measured.

In addition to the above, all data shall be reported in a table (or tables) which clearly lists(s) the results of parameters measured at each location, and the information described in (j) and (k), above.

Doc# 1789889  
BK# 2466 Pgm 409

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### ATTACHMENT WATER QUALITY MONITORING PLAN



FILE #1166946  
BK#1619 PG#1933

KEY WEST BIGHT  
WATER QUALITY MONITORING STATION

# PROPOSED MASTER SITE PLAN

PROJECT: KEY WEST BIGHT  
 APPLICANT: CITY OF KEY WEST C/O BIGHT MANAGEMENT BOARD  
 WILSON, MILLER, BARTON & PEEK, INC. COUNTY: MONROE DATE: 11/29/94

## ATTACHMENT WATER QUALITY MONITORING PLAN

Doc# 1789889  
 Bk# 2466 Pg# 410

Attachment C  
 Page 42 of 42 Pages  
 SSL No. 440027185

MONROE COUNTY  
 OFFICIAL RECORDS  
 MONROE COUNTY  
 OFFICIAL RECORDS

**BILLING INFORMATION FORM**  
**PAYMENTS FOR LEASE NO. 440027185**

Billing Contact Person: Debra Gartenmayer  
Facility Address: 201 William Street  
Mailing Address: 201 William Street  
City: Key West  
State: FL Zip Code: 33040  
Telephone Number: (305) 809-3802  
Area Code  
Fax Number: (305) 293-8308  
Area Code  
E-Mail Address: dgartenm@keywestcity.com

**SALES TAX CERTIFICATION/EXEMPTION**

Six percent (6%) sales tax is due on each lease fee payment unless the Lessee can claim an ownership exemption.  
I/We are exempt from sales tax for the reason checked below.

- ☒ Government Agency: \_\_\_\_\_ (Exemption Number)  
☐ Exempt Organization: \_\_\_\_\_ (Exemption Number)  
☐ Lease and collect sales tax on all available dock spaces.  
\_\_\_\_\_  
(Sales Tax Number)  
☐ Lease and collect sales tax on some available dock spaces but fully assume the responsibility to remit six percent sales tax on that portion of space on which no sales tax is charged.  
\_\_\_\_\_  
(Sales Tax Number)  
☐ None of the above can be claimed.

A copy of the Florida Annual Resale Certificate For Sales Tax or the Certificate of Exemption must accompany this form to claim this exemption pursuant to Section 212.07(1)(b), F.S.

If Lessee is a Business/Corporation, Federal Employer Identification Number: \_\_\_\_\_

I/We certify that the above information is correct and agree to NOTIFY THE BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION AT (850) 245-2720 within 30 days of the date of any change in the above designated billing agent, phone number, fax number or Lessee's tax status.

Signed: Debra Gartenmayer  
Lessee/Authorized Entity

11/2/11  
Date

Bureau of Public Land Administration Accounting Revenue Section	
Billing Form to Accountant	Originator's signature
Date Entered by Accountant	Accountant's signature



## Consumer's Certificate of Exemption

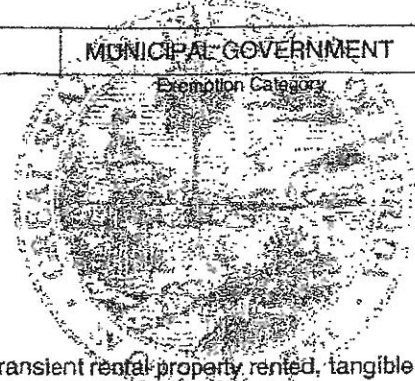
Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 04/05  
05/12/07

85-8012621608C-5	07/07/2007	07/31/2012	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF KEY WEST  
525 ANGELA ST  
KEY WEST FL 33040-7432



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.



DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RECEIPTS SECTION  
POST OFFICE BOX 3070  
TALLAHASSEE, FL 32315-3070



## CREDIT MEMO

To:  
CITY OF KEY WEST, FLORIDA  
201 WILLIAM STREET  
KEY WEST, FL 33040

### \*\* INVOICE / INSTRUMENT INFORMATION \*\*

Credit Memo #: 59740

Instrument #: 440027185

Credit Date: 8/16/2011

Location: KEY WEST BIGHT MARINA

### \*\* IMPORTANT REMINDER \*\*

This is a CREDIT to your account. See below for details.  
Online payment by check, credit card or debit card is now available at  
<http://www.fldeportal.com/go/pay-invoices/>.

Description	Memo	Object	Qty	Rate	Amount
CREDIT MEMOS	CREDIT WILL BE APPLIED TO THE SUPPLEMENTAL INVOICE ON THE 6% GENERATED FROM THE RENTAL OF SLIPS.	021017		0	(\$7,861.61)
<b>Note:</b> AGENT: C. WALLACE, DOCK MASTERS OFFICE CREDIT FROM 05/15/11 TO 05/14/12 ON 925 SQ.FT. WITH 10% = \$7,992.00. CHARGE AT BASE RATE ON DOCK MASTERS OFFICE FOR SAME TIME = \$130.39 FOR A TOTAL CREDIT OF \$7,861.16. SDR					<b>Subtotal</b> (\$7,861.61)
					<b>Sales Tax (0.0%)</b> \$0.00
					<b>County Tax (0%)</b> \$0.00
					<b>Total</b> (\$7,861.61)
					<b>Invoices</b> N/A
					<b>Balance Credit</b> (\$7,861.61)

*For any questions concerning this Credit Memo, please call (850) 245-2720.*

**BILLING INFORMATION FORM**  
**PAYMENTS FOR LEASE NO. 440027185**

Billing Contact Person: \_\_\_\_\_  
Facility Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: (\_\_\_\_\_) \_\_\_\_\_  
Area Code  
Fax Number: (\_\_\_\_\_) \_\_\_\_\_  
Area Code  
E-Mail Address: \_\_\_\_\_

**SALES TAX CERTIFICATION/EXEMPTION**

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I/We certify that the above information is correct and agree to NOTIFY THE BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION AT (850) 245-2720 within 30 days of the date of any change in the above designated billing agent, phone number, fax number or Lessee's tax status.

Signed: \_\_\_\_\_  
Lessee/Authorized Entity Date

For Recurring Revenue Section Use Only	
Billing Form to Accountant: _____	Originator's signature _____
Data Entered by Accountant: _____	Accountant's signature _____