

Prior Approvals



RESOLUTION NO. 11-069

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) AWARDING THE BID OF SEATECH, INC. IN AN AMOUNT NOT TO EXCEED \$363,163.00 FOR DESIGN/BUILD OF THE KEY WEST BIGHT RETAIL SHOP IN ACCORDANCE WITH THEIR RESPONSE TO REQUEST FOR PROPOSAL # 001-11; AUTHORIZING EXECUTION OF A CONTRACT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its meeting of January 19, 2011, the Key West Bight Management District Board received presentations from the two top ranked bidders in response to RFP #001-11 and made a unanimous recommendation to the CRA to award to bid of SeaTech, Inc. for the project

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That the proposal of SeaTech, Inc. for the design/build of the Key West Bight Retail Shop, in a total amount not to exceed \$363,163.00 is hereby accepted in accordance with the terms and conditions contained in Request for Proposal # 001-11 and response thereto.

Section 2: That the City Manager is authorized to enter into a contract in accordance with the proposal documents upon the advice and consent of the City Attorney.

Section 3: 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 Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 1st day of March, 2011.

Authenticated by the presiding officer and Clerk of the Agency on March 2, 2011.

Filed with the Clerk March 2, 2011.

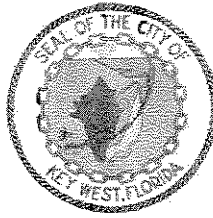


CRAIG GATES, CHAIRMAN

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

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TO: Jim Scholl, City Manager

FROM: Doug Bradshaw, Senior Project Manager

CC: David Fernandez, Asst. City Manager

DATE: February 4, 2011

SUBJECT: Award RFP #001-11: Design/Build: Key West Bight Retail Shop

ACTION STATEMENT:

Accept the Key West Bight Management Board recommendation of bid award for Request for Proposal (RFP) # 001-11 Design/Build: Key West Bight Retail Shop to SeaTech, Inc. for a total cost of \$363,163.00.

BACKGROUND:

Part of the Key West Bight capital project improvement plan includes the complete replacement of the former Discovery Shop building located at the Margaret Street Plaza parking lot. The RFP consisted of providing complete design, and all equipment, labor, and materials necessary for the demolition of existing building, design of either a one story (1,000 sq ft) or two story building (2,000 sq ft) depending on budget, construction of the building, and obtaining all permits (bid award was for a two story building).

On September 26, 2010, the Carolina Street Corridor and Bahama Village Community Redevelopment Agency (CRA) advertised RFP # 001-11 Design/Build: Key West Bight Retail Shop. On November 4, 2010, the CRA received four (4) bids in response to the RFP. The bids were broken down into Proposal A-Design/Build 1,000 sq. ft. one story building and Proposal B-Design/Build 2,000 sq. ft. two story building:

Firm	Proposal A	Proposal B
D.L. Porter Constructors, Inc	\$293,447.36	\$418,380.81
SeaTech, Inc.	\$277,810.00	\$363,163.00
Solaria Design & Consulting Co.	NB	\$377,483.39
Charley Toppino & Sons, Inc.	\$413,750.00	\$583,125.00
NB-No Bid		

Staff (Marilyn Wilbarger and Doug Bradshaw) examined the bids and determined that all the bids were considered responsive. Pursuant to Sec. 2-836: Request for Proposals Procedure of the City Ordinances, the award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city, taking

into consideration price and the evaluation factors and criteria set forth below

- Cost (50%)
- Proposed design submitted (30%)
- Experience of Proposer (10%)
- Past performance on other City projects if applicable (10%)

Staff assigned points to each bid based on a 100 point system with the percentage breakdown above. The assignment was done at a publicly advertised meeting on December 19, 2010. Based on the review of the bids by staff, the following average point totals were determined: (point sheets attached):

Firm	Points
D.L. Porter Constructors, Inc	81
SeaTech, Inc.	96
Solaria Design & Consulting Co.	71
Charley Toppino & Sons, Inc.	62.5

At the January 19, 2010 Key West Bight Management Board meeting the two top firms, D.L. Porter Constructors, Inc. and SeaTech, Inc. gave presentations to the Board. The Board ranked the firms with four (4) first place rankings going to SeaTech, Inc. and two (2) going to D.L. Porter Constructors, Inc. The Board then made a unanimous recommendation to the CRA to award the bid (Proposal B) to SeaTech, Inc.

OPTIONS:

1. Accept the Key West Bight Management Board recommendation of bid award for Request for Proposal (RFP) # 001-11 Design/Build: Key West Bight Retail Shop to SeaTech, Inc. for a total cost of \$363,163.00.
2. Award the bid to D.L. Porter Constructors, Inc
3. Reject both bids and provide direction to staff on either award to another bidder or rebid the project

FINANCIAL ISSUES

The budget for the project is \$448,500. Proposal B from SeaTech, Inc. is \$363,163.00. No additional funds are needed.

RECOMMENDATION

Staff recommends Option 1: Accept the Key West Bight Management Board recommendation of bid award for Request for Proposal (RFP) # 001-11 Design/Build: Key West Bight Retail Shop to SeaTech, Inc. for a total cost of \$363,163.00.

This Instrument Prepared By:
Pam Gerard
Submerged Lands Section
Bureau of Land Management Services
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

MONROE COUNTY
OFFICIAL RECORDS
FILE # 968892
BK# 1424 PG# 979

RCD Oct 02 1996 03:03PM
DANNY L KOLHAGE, CLERK



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

MODIFIED SOVEREIGNTY SUBMERGED LANDS LEASE

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 the City of Key West, a Municipal corporation, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 31, Township 68 South, Range 25 East, in Key West Bight, Monroe County, containing 347,983 square feet, more or less, as is more particularly described and shown on Attachment A, dated April 18, 1996.

TO HAVE THE USE OF the hereinabove described premises from July 9, 1996, the effective date of this modified lease, through May 15, 2001, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. The Lessee is hereby authorized to construct and operate exclusively an existing commercial offloading docking facility with a non-water dependent building and harborwalk used in conjunction with an upland commercial seafood sales, commercial marinas facility, sea-life retention facilities and restaurant facilities, with fueling facilities, with a sewage pumpout facility if it meets the requirements of the Division of Environmental Resource Permitting or local authority, whichever entity applies the more stringent criteria, and with liveboards, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Environmental Resource Permit Nos. 442678425, dated August 3, 1995, and 442809145, dated September 17, 1996, incorporated herein and made a part of this lease by reference.

2. The Lessee hereby agrees to pay to the Lessor an initial annual lease fee for the expanded area (74,225 square feet) of \$ 5,559.45, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of the lease for the entire lease area minus the area preempted by the harborwalk (345,033 square feet) shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Lessor will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

[01]

3. The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees or other charges due hereunder which are not paid within 30 days of their due dates.

4. 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 wet slip rental information, if applicable. In addition, if the wet slip rental rates change during the year, the Lessee shall submit a revised rate schedule within 30 days following the effective date of the rate change. The Lessor reserves the right to assess retroactively additional payments when the actual rental rates or total number of linear feet for rent used to determine the annual payment differs from the rental rates or total number of linear feet for rent supplied by the Lessee.

5. For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease 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. The Lessee shall secure, maintain, and keep all records for the entire term of this lease, 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 payment verification purposes by the Lessor.

7. This lease is given to the Lessee to use or occupy the leased premises only for those purposes specified herein. The Lessee shall not alter the approved use of the sovereignty lands or the type of use of the adjacent uplands (e.g., commercial to multi-family residential) without first obtaining the Lessor's written authorization in the form of a modified lease and the payment of additional fees, if applicable, and the removal of that portion of the original structures which are no longer authorized under the modified lease.

8. 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.

9. This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

10. During the term of this lease, the Lessee shall maintain a fee simple title interest in the adjacent upland property 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 fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any 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.

11. The Lessee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. 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, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce this provision shall be paid by the Lessee. All notices required to be given to 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
P.O. Box 1409
Key West, Florida 33040-1409

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.

14. 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.

15. 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.

16. 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. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. 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 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 (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. 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.

19. Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

20. 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 shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, 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 13 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 Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. 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 interest of the Lessee in its uplands enforceable in summary proceedings as provided by Law.

23. The Lessee, at its own expense, shall record this fully executed lease 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.

24. 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 agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease 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 facility.

26. No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. 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.

27. Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. SPECIAL LEASE CONDITIONS:

a. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the lessor. For the purpose of this provision the terms and conditions of the lease, including additional conditions, may be modified for, but not limited to the following reasons:

1. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
2. to ensure compliance with the federal Endangered Species Act, 16 USC, s. 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, section 372.072, F.S.;
3. to conform to adoption or revision of rules regarding the assessment of lease fees;
4. to conform to any modification to terms and conditions of a permit from the Department of Environmental Protection, the U.S. Army Corps of Engineers, or any other required form of approval; and,
5. to remove any structure declared to be a public nuisance.

The Board of Trustees shall allow a reasonable time for compliance with the amended or additional terms and conditions.

b. All of the slips at the marina shall be maintained as "open to the public on a first-come, first-served" basis. 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 marina, oriented in a way that is clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that all of the berths within this docking facility are available for rental by the general public. Any and all advertising of this docking facility shall indicate that the facility is open to the public on a first-come, first-served basis.

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

d. Lessee shall install and maintain manatee informational displays, informing the boating public of the habitat and mannerisms of manatees and potential threat boats can impose on the continued existence of the endangered manatee. The displays shall contain information making operators of vessels moored at this facility aware of the danger boats can cause to the endangered manatee when they are operated above slow speed in grass flats or areas shallower than four feet. Lessee agrees to install and maintain manatee awareness signs advising boaters to exercise extreme caution because of the presence of manatees in the area. Lessee shall install the signs and displays within 30 days prior to completion of construction of the structures authorized by DEP permit numbers 442678425 and 442809145. Information concerning this educational program may be obtained from the Division of Marine Resources at the following address: 3900 Commonwealth Boulevard, Mail Station 245, Tallahassee, Florida 32399-3000.

e. The Lessee shall install and maintain, during the term of this lease and any 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.

f. The Lessee shall ensure that the docking of any waterborne vessels, on either a temporary or permanent basis, is prohibited along the northern face of the northernmost finger pier at Proposed Pier G as shown on the survey of Key West Bight prepared by Wilson, Miller, Barton and Peek and dated September 11, 1995, revised April 18, 1996. To ensure compliance, the Lessee shall place and maintain, during the term of this lease and any subsequent renewal periods: (1) a guard and intermediate rail(s) consistent with state or local building code(s) or a 4-foot high railing and 2-foot high intermediate railing on the finger pier at this location; and (2) signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

g. The Lessee shall prohibit any mooring, either on a temporary or permanent basis, to the waterward face of the portions of the Harborwalk as shown on sheets 3 and 4 of DEP permit no. 442678425. To ensure compliance, the Lessee agrees to place and maintain: (1) a guard and intermediate rail(s) consistent with state or local building code(s) or a 4-foot high railing and 2-foot high intermediate railing along the prescribed areas; and (2) signs advising boaters that mooring on either a temporary or permanent basis is prohibited.

h. If the Lessee allows mooring at the leased facility of vessels occupied by a person or persons on an overnight basis, the Lessee shall provide and make available to such vessels operational and well maintained sewage pumpout facilities acceptable to the department or local government, whichever entity applies the more stringent criteria.

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

j. The marina operator shall direct all vessels entering the facility, for the purpose of mooring, to the sewage pumpout facility where: (1) all holding tanks shall be pumped; (2) all vessels without holding tanks shall have the head discharge sea cock closed and sealed. It is the responsibility of the Lessee to ensure thereafter that holding tanks of liveboards are pumped at required intervals, and that vessels without holding tanks shall have their sea cocks sealed. At no time shall any vessel within the leased facility discharge sewage, or galley waste into waters of the state.

k. The Lessee and marina operations staff shall inform all slip occupants in writing of the availability and requirement to use the sewage pumpout facilities provided at the docking facility.

l. After the Lessee rebuilds the non-water dependent structure known as the cannery, the Lessee shall not rebuild or restore any non-water dependent structure included in this lease if 50 percent or more of the area encompassed by the structure is destroyed or if use of the structure has been discontinued and 50 percent or more of the structure must be replaced in order to restore the structure to a safely useable condition unless authorized by the lessor. Future reconstruction of the cannery is acceptable as long as the use of the structure remains as a nonprofit public museum. The use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized by the lessor.

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

n. To comply with the provisions of section 18-21.0041(1)(b)5, F.A.C., the Lessee shall implement a water quality monitoring plan included herein as Attachment D. The initial sampling event shall be within 90 days of the Lessee's receipt of a fully executed lease. Subsequent annual analyses shall be submitted on the anniversary date of the initial sampling event. All analysis reports shall be submitted to the Department of Environmental Protection, South District, 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 Lessee.

o. During the term of this lease, any policy or special lease condition that may be adopted by the Board of Trustees restricting gaming vessels from using or accessing facilities subject to a sovereign submerged land lease, shall be automatically incorporated into this lease without further action by the Board of Trustees or the Lessee

WITNESSES:

Margaret Butler
Original Signature

MARGARET Butler
Typed/Printed Name of Witness

Traci L. Gilmore
Original Signature

Traci L. Gilmore
Typed/Printed Name of Witness

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

(SEAL)

BY Jeremy A. Craft
for Jeremy A. Craft, Director, Division of Environmental
Resource Permitting, Agent for the Board of
Trustees of the Internal Improvement Trust Fund

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

FILE # 968892
BK# 1424 PG# 985

The foregoing instrument was acknowledged before me this 23 day of September 1996 by
Jeremy A. Craft, Division Director, who is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Sam L. Hixon
DEP Attorney

Leigh O'Shields
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Commission/Serial No. _____

WITNESSES:

Heather B. Alvarez
Original Signature

Heather B. Alvarez
Typed/Printed Name of Witness

Mark C. Summers
Original Signature

Mark C. Summers
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF MONROE

City of Key West, a
Municipal corporation (SEAL)
Lessee

BY Julio Avel
Original Signature of Executing Authority

Julio Avel
Typed/Printed Name of Executing Authority

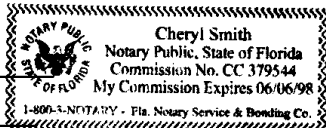
City Manager
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 19 day of Sept. 1996 by Julio Avel as
City Manager, for and on behalf of the City of Key West, a Municipal corporation. He is personally known to me or who
has produced _____, as identification.

My Commission Expires:

Commission/Serial No. _____



Cheryl Smith
Notary Public, State of Florida

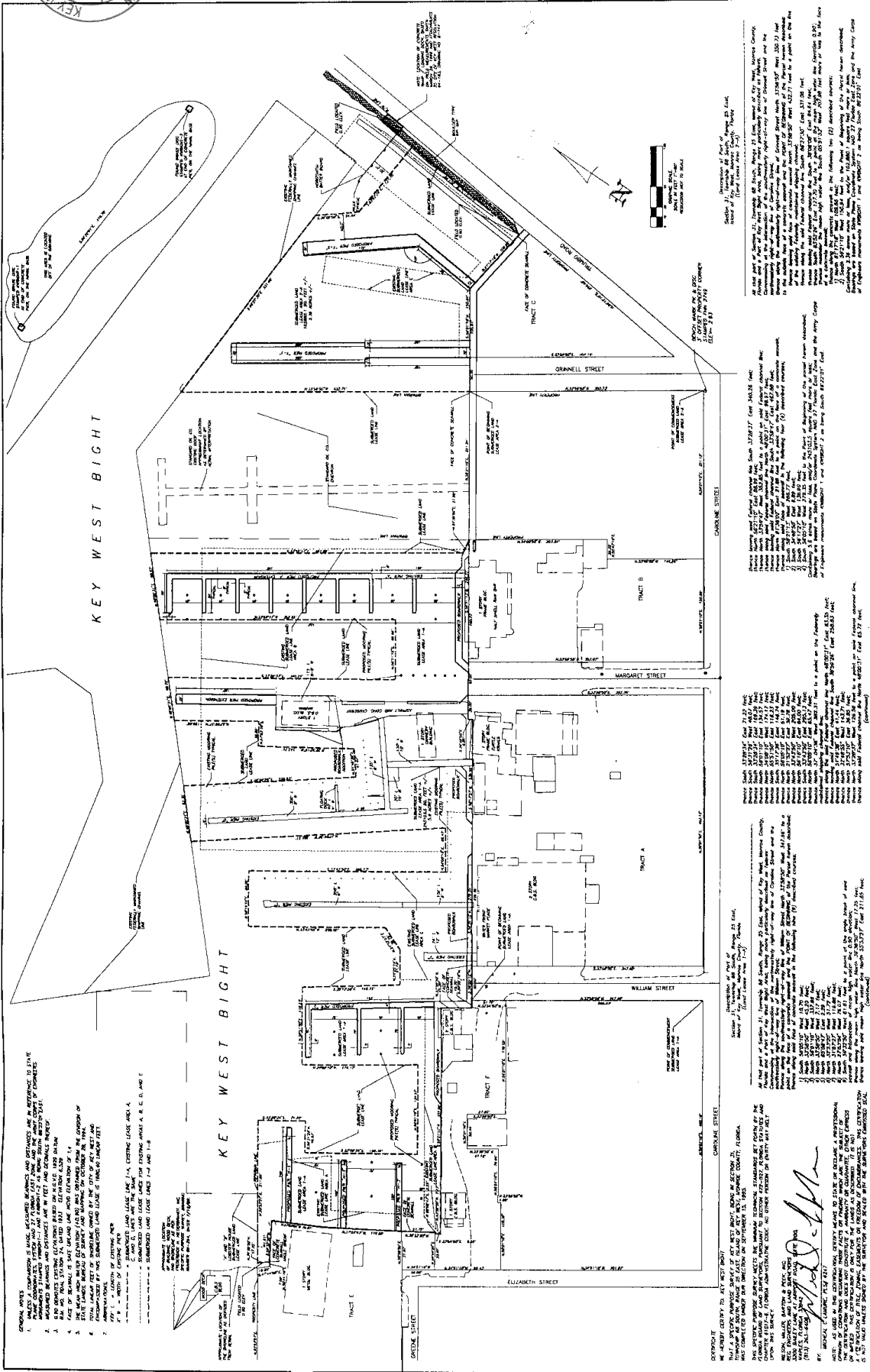
Cheryl Smith
Printed, Typed or Stamped Name



FILE # 968892 BK# 1424 PG# 986

Attachment A Page 8 of 21 Pages SLL No. 440027185

RECORDER'S MEMO LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS UNSATISFACTORY ON THIS DOCUMENT OR WHEN RECEIVED



- GENERAL NOTES**
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

SECTION 7, TOWNSHIP 23 SOUTH, RANGE 13 EAST, MOHAWK COUNTY, FLORIDA

WILSON, MILLER, BARTON & PECK, INC.
 2020 Wilson Mill Rd., Suite 200
 Jacksonville, FL 32209
 Phone: 904.241.1111
 Fax: 904.241.1112
 Email: info@wilsonmillerbartonpeck.com

DESCRIPTION: SPECIFIC PURPOSE SURVEY TO SHOW SUBDIVIDED LAND LEASE AREA "A" AND "B" IN PART OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 13 EAST, MOHAWK COUNTY, FLORIDA.

APPROVED: ROSE C. FARRIS, PEAC 9727
 2020 Wilson Mill Rd., Suite 200
 Jacksonville, FL 32209
 Phone: 904.241.1111
 Fax: 904.241.1112
 Email: info@wilsonmillerbartonpeck.com

RECORDING INFORMATION:

BOOK	PAGE	DATE
968892	986	APR 4 2011

KEY WEST BIGHT

NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	ISSUED FOR RECORDING	4/2/11	JFB	JES	JFB
2	ISSUED FOR RECORDING	4/2/11	JFB	JES	JFB
3	ISSUED FOR RECORDING	4/2/11	JFB	JES	JFB
4	ISSUED FOR RECORDING	4/2/11	JFB	JES	JFB
5	ISSUED FOR RECORDING	4/2/11	JFB	JES	JFB

KEY WEST BIGHT



WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

FILE # 968892
BK# 1424 PG# 987

Description of Part of
Section 31, Township 68 South, Range 25 East,
Island of Key West, Monroe County, Florida
(Land Lease Area 1-A)

All that part of Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida and a Part of Key West Bight Area, 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;
thence along the southeasterly right-of-way line of William Street North 33°58'50" West 347.66' to a point on the face of a concrete seawall and the POINT OF BEGINNING of the Parcel herein described;

thence along said face of concrete seawall in the following nine (9) described courses;

- 1) South 56°05'10" West 10.70 feet;
- 2) North 33°58'50" West 45.20 feet;
- 3) South 56°01'10" West 337.86 feet;
- 4) North 33°58'50" West 7.17 feet;
- 5) North 65°08'47" East 2.29 feet;
- 6) North 32°23'20" West 51.72 feet;
- 7) North 31°07'27" West 119.88 feet;
- 8) North 27°03'04" West 76.07 feet;
- 9) South 59°32'50" West 61.61 feet to a point at the angle break of said seawall and intersection of mean high water line 0.90 elevation;

thence along the mean high water line North 39°38'50" West 17.25 feet;
 thence leaving said mean high water line North 55°53'27" East 211.85 feet;
 thence South 33°28'34" East 71.22 feet;
 thence South 56°31'26" West 48.07 feet;
 thence South 33°28'34" East 169.39 feet;
 thence North 56°01'10" East 134.57 feet;
 thence North 34°08'10" West 174.17 feet;
 thence North 55°51'50" East 116.23 feet;
 thence South 35°17'36" East 146.74 feet;
 thence North 56°05'10" East 51.19 feet;
 thence North 21°52'27" East 39.78 feet;
 thence North 33°43'50" West 205.00 feet;
 thence North 56°16'10" East 84.00 feet;
 thence South 33°43'50" East 295.13 feet;
 thence North 56°05'10" East 65.47 feet;
 thence North 37° 04'38" West 382.31 feet to a point on the Federally maintained shipping channel line;
 thence along the said Federal channel line North 48°00'31" East 83.35 feet;
 thence leaving said Federal channel line South 36°59'26" East 258.83 feet;
 thence North 51°49'38" East 41.44 feet;
 thence North 32°48'55" West 143.71 feet;
 thence North 57°53;10" East 36.85 feet;
 thence North 33°28'37" West 126.58 feet to a point on said Federal channel line;
 thence along said Federal channel line North 48°00'31" East 65.72 feet;
 thence leaving said Federal channel line South 33°28'37" East 340.26 feet;
 thence North 56°21'10" East 88.99 feet;
 thence North 33°59'47" West 352.85 feet to a point on said Federal channel line;
 thence along said Federal channel line North 48°00'31" East 98.97 feet;
 thence leaving said Federal channel line South 33°59'47" East 467.88 feet;
 thence North 81°38'02" East 21.88 feet to a point on the face of a concrete seawall;



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4/9/96-06430039.MRS
1-0643-00-00-SLGL

Naples
(813) 649-4040
Fax (813) 643-5716

Fort Myers
(813) 939-1020
Fax (813) 939-7479

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(813) 371-3690
Fax (813) 377-0865

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Description of Part of
Section 31, Township 68 South, Range 25 East,
Island of Key West, Monroe County, Florida
(Land Lease Area 1-A) (continued)

thence along said face of seawall in the following four (4) described courses;

- 1) South 56°21'13" West 266.77 feet;
- 2) South 34°48'50" East 6.89 feet;
- 3) South 56°17'27" West 136.90 feet;

4) South 56°05'10" West 279.35 feet to the Point of Beginning of the parcel herein described;

Containing 5.6 acres more or less, and/or 245,103.5 square feet more or less;

Bearings are based on State Plane Coordinate System NAD 27 Florida East Zone and the Army Corps of Engineers monuments KWBIGHT 1 and KWBIGHT 2 as being South 86°22'01" East.

WILSON, MILLER, BARTON & PEEK, INC.
Registered Engineers and Land Surveyors

By: Michael C. LaMure Date: 4-9-96
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

Ref. 4J-276
W.O. No. 34265
Date: September 18, 1995
Revised April 8, 1996

FILE #968892
BK#1424 PG#988

Attachment A
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4/8/96-06430039.MRS
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Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (941) 649-4040 Fax (941) 643-5716

FILE #968892
BK#1424 PG#989

Description of Part of
Section 31, Township 68 South, Range 25 East,
Island of Key West, Monroe County, Florida
(Land Lease Area 2-A)

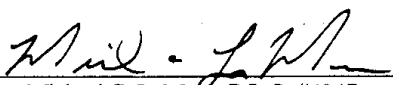
All that part of Section 31, Township 68 South, Range 25 East, Island of Key West, Monroe County, Florida and a Part of Key West Bight Area, being more particularly described as follows:

Commencing at the intersection of the southwesterly right-of-way line of Grinnell Street and the northwesterly right-of-way line of Caroline Street;
thence along the southwesterly right-of-way line of Grinnell Street North 33°58'50" West 350.73 feet to the outside face of a concrete seawall and the POINT OF BEGINNING of the Parcel herein described;

- thence leaving said face of concrete seawall North 33°58'50" West 432.71 feet to a point on the line of the existing Federally maintained shipping channel;
- thence along the said Federal channel line South 86°27'30" East 331.08 feet;
- thence leaving said federal channel line South 38°08'08" East 64.64 feet;
- thence South 83°52'26" East 127.70 feet to a point at the mean high water line elevation 0.90;
- thence meander the mean high water line South 05°51'52" West 207.98 feet more or less to the face of a concrete seawall;
- thence along the concrete seawall in the following two (2) described courses;
 - 1) North 81°17'18" West 109.86 feet;
 - 2) South 56°21'10" West 150.94 feet to the Point of Beginning of the Parcel herein described;

Containing 2.36 acres more or less, and/or 102,880.1 square feet more or less;
Bearings are based on State Plane Coordinate System NAD 27 Florida East Zone and the Army Corps of Engineers monuments KWBIGHT 1 and KWBIGHT 2 as being South 86°22'01" East.

WILSON, MILLER, BARTON & PEEK, INC.
Registered Engineers and Land Surveyors

By:  Date: 4-18-96
Michael C. LaMufe, P.L.S. #4247



Not valid unless embossed with the Professional's seal.

Ref. 4J-276
W.O. No. 34265
Date: September 18, 1995
Revised April 18, 1996

4/18/96-06430040.MRS
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Naples
(941) 649-4040
Fax (941) 643-5716

Fort Myers
(941) 939-1020
Fax (941) 939-7479

Sarasota
(941) 371-3690
Fax (941) 377-9852

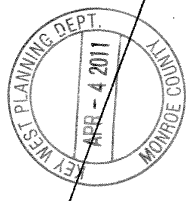
S. BUREAU OF SURVEY AND MAPPING ON OCTOBER 28, 1994.
 R FEET OF SHORELINE OWNED BY THE CITY OF KEY WEST AND
 30 FEET OF THIS SUBMERGED LAND LEASE IS 1680.40 LINEAR FEET.

- MS:
 LENGTH OF EXISTING PIER
 1/10TH OF EXISTING PIER
 --- = SUBMERGED LAND LEASE LINE 1-A, EXISTING LEASE AREA A,
 C, AND D, LINES ARE THE SAME
 - - - = SUBMERGED LAND LEASE LINES FOR EXISTING AREAS A, B, C, D, AND E
 - - - = SUBMERGED LAND LEASE LINES 1-A AND 1-B

APPROXIMATE LOCATION
 OF BUILDING WOOD DECK
 AND SHORELINE AS PER
 FREDERICK H. HILDEBRANDT, INC.
 SPECIFIC PURPOSE SURVEY, DRAWING
 NUMBER 89-294, DATED 7/19/89.

KEY WEST BIGHT

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FILE # 968892
 BK # 1424 PG # 990

