



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

May 3, 2011

City of Key West, FL
Attn: Mr. Jim Scholl
525 Angela Street
Key West, FL 33040

BOT Lease No. 440030665
Lessee: City of Key West, Florida

Dear Mr. Scholl:

Enclosed is a fully executed **original** lease for **your** records. The lease requires the Lessee to have the fully executed **original** lease (all pages) recorded within 14 days after receipt of this letter. The **original** lease is to be recorded in the official records of the county where the leased site is located. **Please provide within 10 days following recordation, a copy of the recorded lease to Michelle Brady** at the letterhead address above (Mail Station No. 125).

If the billing agent, phone number or fax number change, or there is a change in the lessee's tax status, please notify the BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION at (850) 245-2720 within 30 days of the date of any change.

Any future correspondence or inquiries should be directed to this office at the letterhead address above (Mail Station No. 125) or at 850/245-2720.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Kathy C. Griffin
Government Operations Consultant I
Bureau of Public Land Administration
Division of State Lands

/kcg
Enclosures

cc: File
DEP, South District Office

RECEIVED

MAY 06 2011

CITY MANAGER

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 AND MODIFICATION TO REFLECT CHANGE IN OWNERSHIP

BOT FILE NO. 440030665

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 06, Township 68 South, Range 25 East, in Key West Harbor, Monroe County, containing 5,950 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 2, 2000.

TO HAVE THE USE OF the hereinabove described premises from March 29, 2011, the effective date of this modified lease renewal, through November 27, 2015, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a docking and pedestrian board walk structures exclusively to be used for temporary mooring of recreational vessels and observation of marine life in conjunction with an upland city aquarium, without 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 without liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A. 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 \$931.91, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. 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, 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. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the 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 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. 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, 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: This lease 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. VENUE: 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. 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 costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. 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 33040

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. 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.

15. 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.

16. 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. 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. 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 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. 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.

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

20. 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 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.

21. 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, 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 the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 21 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.

23. RECORDATION OF LEASE. 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. 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 agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: 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 docking facility.

26. 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 lease.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE 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. 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.

29. LIVEBOARDS: The term "liveboard" 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 liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" status exceed six (6) months within any twelve(12) month period, nor shall any such vessel constitute a legal or primary residence.

30. 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.

WITNESSES:

Theresa M. Brady
Original Signature
Theresa M. Brady
Print/Type Name of Witness
Kathy C Griffin
Original Signature
Kathy C Griffin
Print/Type Name of Witness

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

BY: Jeffery M. Gentry (SEAL)
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

STATE OF FLORIDA
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this 29th day of April, 2011, 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:
Jeffery C. Griffin
DEP Attorney

Jeffery C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name



WITNESSES:

Justin J. Navarro
Original Signature
JUSTIN J. NAVARRO
Typed/Printed Name of Witness
E. David Fernandez
Original Signature
E. David Fernandez
Typed/Printed Name of Witness

STATE OF Florida
COUNTY OF Monroe

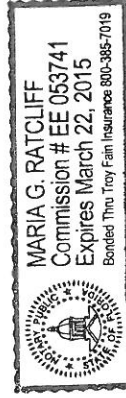
City of Key West, Florida (SEAL)

BY: Jim Scholl
Original Signature of Executing Authority
Jim Scholl
Typed/Printed Name of Executing Authority
City Manager
City Manager
Title of Executing Authority

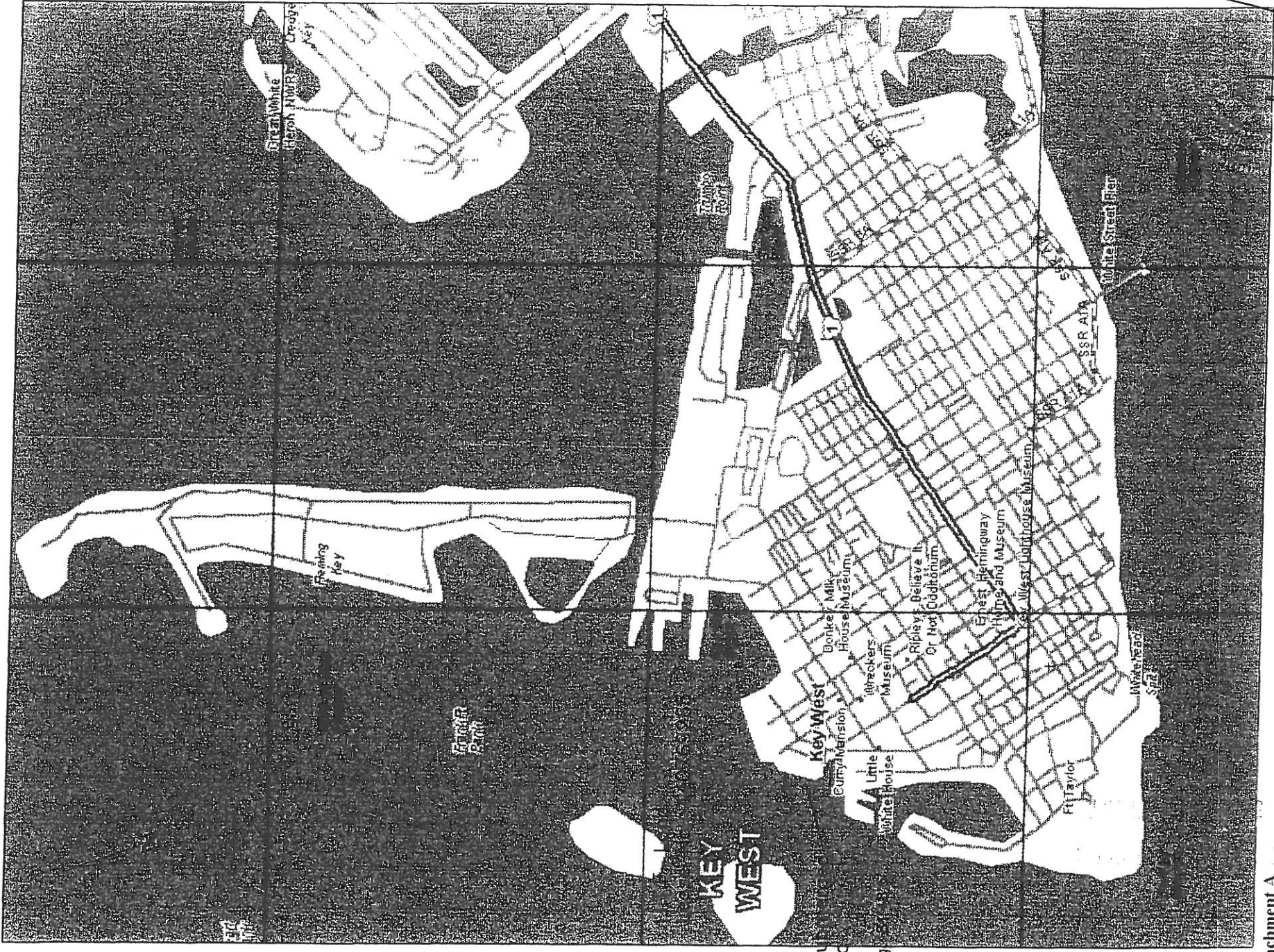
"LESSEE"

The foregoing instrument was acknowledged before me this 4 day of APRIL, 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
JIM SCHOLL, as identification.

My Commission Expires:
Maria G. Ratcliff
Signature of Notary Public
Notary Public, State of Florida
Notary Public, State of Florida
Maria G. Ratcliff
Printed, Typed or Stamped Name
Commission/Serial No. EE 053741



LOCATION MAP



Attachment A
 Page 7 of 11 Pages
 SSSL No. 440030665

U.S.G.S. QUAD: KEY WEST

RECEIVED
 OCT 15 2000

[Signature]

Sheet 1 of 3

City of Key West & Tropical Shell & Gifts, Inc.
 Key West Bight

| | | |
|--|-----------|------------------------|
| Specific Purpose Survey Submerged Land Lease | | Dwn No.: 00-407 |
| Scale: 1"=80' | Ref. file | Flood panel No. 1716 H |
| Date: 3/08/00 | | Flood Zone: |
| REVISIONS AND/OR ADDITIONS | | |
| 8/10/00: revise Lease | | |
| 10/2/00: 129.13' to 120.13' | | |
| d/Cityof keywest/bight | | |

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

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

LEGAL DESCRIPTION:

A parcel of submerged land adjacent to Lot 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida, being more particularly described by metes and bounds as follows: Commencing at the intersection of the Westerly right-of-way boundary line of Wall Street with the Southerly right-of-way boundary line of Whitehead Street and running thence North 70°27'37" West along the said right-of-way line of Whitehead Street for a distance of 180.0 feet to the Point of Beginning; thence continue North 70°27'37" West for a distance of 117.87 feet; thence North 16°57'32" East for a distance of 50.05 feet; thence S 70°27'37"W along the said Mean High Water line for a distance of 120.13 feet; thence South 19°32'23" West along the said Mean High Water line for a distance of 50.0 feet back to the Point of Beginning.
Contains 5950 square feet, more or less.

SURVEYOR'S NOTES:

North arrow based on assumed median
Reference Bearing: Pervious Deed
▲ denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: Basic Elevation: 14.324

Monumentation:
▲ = Found P.K. Nail, P.L.S. No. 2749

Abbreviations:

- Sty. = Story
 - R/W = Right-of-Way
 - p. = Plat
 - m. = Measured
 - d. = Deed
 - M.H.W. = Mean High Water
 - Sec. = Section
 - Twp. = Township
 - Rge. = Range
 - N.T.S. = Not to Scale
 - ☉ = Centerline
 - Elev. = Elevation
 - B.M. = Bench Mark
 - ☒ = Concrete Utility Pole
 - ☉ = Wood utility Pole
 - ←○ = Wood Utility Pole
 - o/h = Overhead
 - u/g = Underground
 - F.F.L. = Finish Floor Elevation
 - conc. = concrete
 - C.B.S. = Concrete Block Stucco
 - cov'd. = Covered
 - wd. = Wood
 - A/C = Air Conditioner
 - P.O.C. = Point of Commence
 - P.O.B. = Point of Beginning
 - P.B. = Plat Book
 - * = Light
- Denotes depth of Water at Mean Low Water (-) 0.4
Mean High Water 0.90
- Field Work performed on: 7/1/00

Concrete Seawall +1000 feet South and North
170 L.F. Lies along State Owned Lands

CERTIFICATION:

I HEREBY CERTIFY that the attached Specific Purpose Survey, Submerged Land lease 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

Attachment A

Page 8 of 11 Pages
SSLJL No. 440030665

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Sheet 3 of 3

City of Key West & Tropical Shell & Gifts, Inc.
Key West Bight

Specific Purpose Survey
Submerged Land Lease

Dwn No.:
00-407

Scale: 1"=80'
Date: 3/08/00

Ref. file
Flood panel No. 1716.H.
Flood Zone:
Dwn. By: F.H.H.
Flood Elev.

8/10/00: revise Lease
10/2/00: 129.13' to 120.13'

REVISIONS AND/OR ADDITIONS

d/Cityof keywest/bight

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

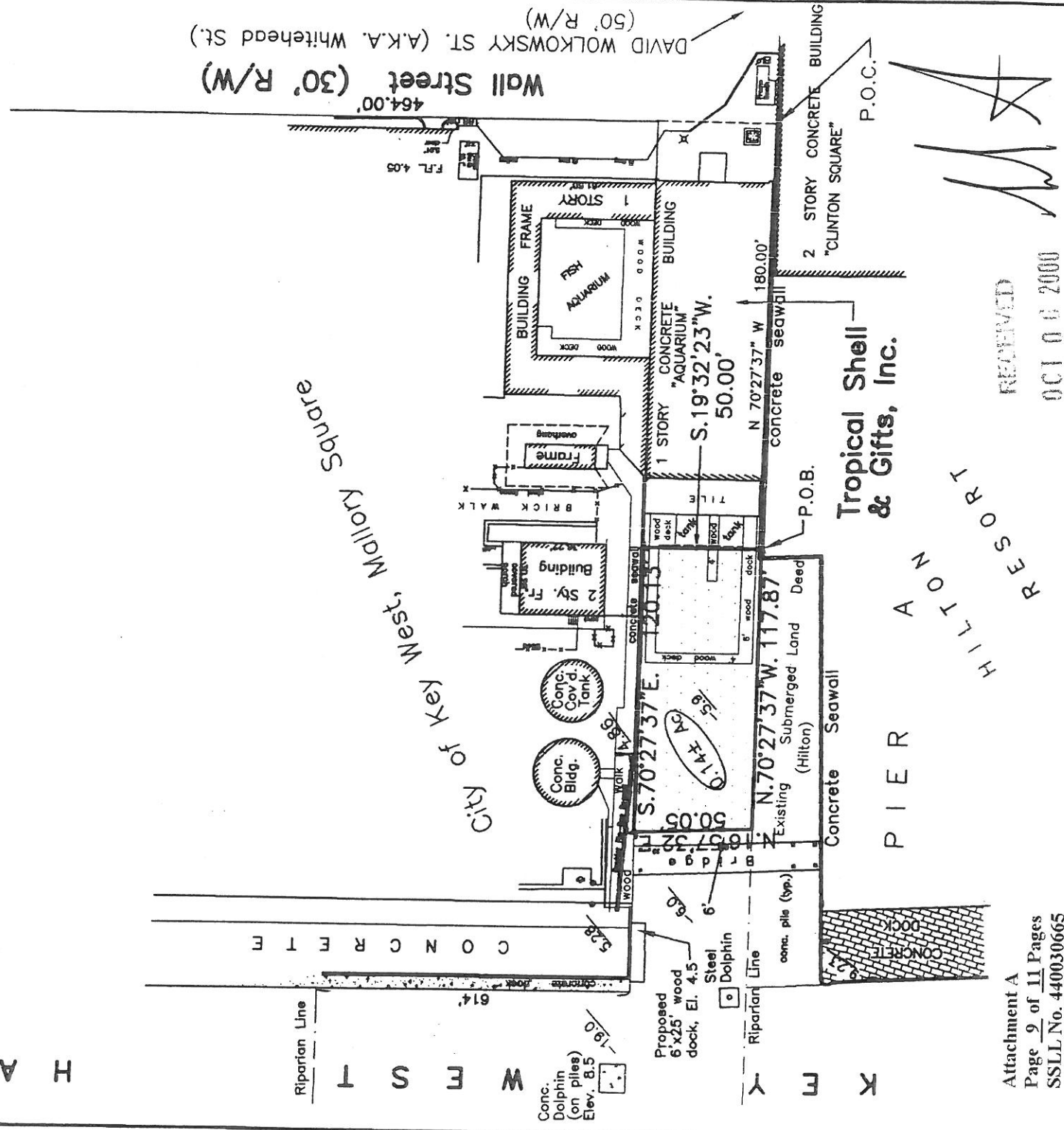
3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

H A R B O R

K E Y W E S T



GRAPHIC SCALE



Attachment A
 Page 9 of 11 Pages
 SSSL No. 440030665

H I L T O N
 R E S O R T
 A N O T I L
 P I E R

RECEIVED
 OCT 06 2000

Sheet 2 of 3

U.S.P. DEPARTMENT

City of Key West & Tropical Shell & Gifts, Inc.
 Key West Harbor, Mallory Square

| | | |
|--|------------------------|-----------------------------|
| Specific Purpose Survey Submerged Land Lease | | Dwn No.: 00-407 |
| Scale: 1"=60' | Ref. file | Dwn. By: F.H.H. Flood Elev. |
| Date: 7/27/00 | Flood panel No. 1716 H | Flood Zone: |
| REVISIONS AND/OR ADDITIONS | | |
| 8/10/00: revise Lease | | |
| 10/2/00: 129.13' to 120.13' | | |

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

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

THIS INDENTURE, Made this 30th day of August, A. D. 1952, between GULF ATLANTIC TRANSPORTATION CO., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Duval and State of Florida, party of the first part, and The City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Fifty Thousand Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, its successors and assigns forever, all that certain parcel of land lying and being in the County of Monroe and State of Florida, more particularly described as follows:

On the Island of Key West, Florida, and known as part of Lots 2, 3, 4, and 5 in Square 3, as shown on William A. Whitehead's Map of said City, delineated in February, 1829, being described by metes and bounds as follows:

Beginning at the Northerly corner of Wall and Whitehead Streets, and running thence in a Northerly direction along the Westerly side of Wall Street 464 feet to a point; thence at right angles and in a Westerly direction 362.2 feet to the waters of the harbor of said City; thence meander along the waters of the harbor in a Southerly direction to the Northerly side of Whitehead Street, if extended; thence along said Northerly side of Whitehead Street, if extended, back to the point of beginning.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

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

And the said part of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby

fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Assistant Secretary, the day and year above written.

Signed, Sealed and Delivered in Our Presence:

GULF ATLANTIC TRANSPORTATION CO.
By H. G. Williams (SEAL)
President

Addie E. Foster

ATTEST:

By Edna B. Wallace (SEAL)
Assistant Secretary

State of Florida, County of Monroe

This instrument was filed for record the 3rd day of Sept. 1952 at 3:35 p.m. and duly recorded in Deed Book C-64 on Page 274/275 File No. 29005

STATE OF FLORIDA)
COUNTY OF DUVAL) ss.

I HEREBY CERTIFY, That on this day of August, A. D. 1952,

before me personally appeared H. G. Williams and Edna B. Wallace, President and Assistant Secretary, respectively, of GULF ATLANTIC TRANSPORTATION CO., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to The City of Key West, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Jacksonville, in the County of Duval and State of Florida, the day and year last aforesaid.

Lorraine B. Awekin
Notary Public, State of Florida at Largo.



Notary Public, State of Florida at Largo.
My Commission expires May 10, 1956.
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