

This Instrument Prepared By:
Sue Jones
Action No. 43432
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. 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 as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 06,
Township 68 South, Range 25 East, in Key West Harbor,
Monroe County, Florida, containing 7,480 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated July 7, 2018.

TO HAVE THE USE OF the hereinabove described premises from November 27, 2020, the effective date of this lease renewal, through November 27, 2025, 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 1-slip commercial dock, pedestrian observation deck and boardwalk to be used exclusively for the 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 liveboards 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 No. 0224891-003-EI, dated August 10, 2010, incorporated herein and made a part of this lease by reference.. 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 \$1,394.27, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. 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 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. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

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 and as conditioned by the permit referenced in paragraph 1 of this lease. 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 satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, 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. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. 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 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.

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. LIABILITY/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
201 Front St, Ste 107
Key West, FL 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.

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.

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. 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.

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 or upon lands adjacent to and used as an adjunct of the leased area.

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 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 the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. 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 the Lessee and the 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, 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. 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.

23. 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.

24. 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.

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

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. LIVEBOARDS: 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. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brad Richardson, Chief, 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.

Original Signature

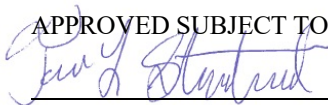
"LESSOR"

Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, 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 SUBJECT TO PROPER EXECUTION:



4/26/2021

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Key West, Florida (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Patty K. McLauchlin
Typed/Printed Name of Executing Authority

Original Signature

Interim City Manager
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Patty K. McLauchlin as Interim 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:

Signature of Notary Public

Notary Public, State of _____

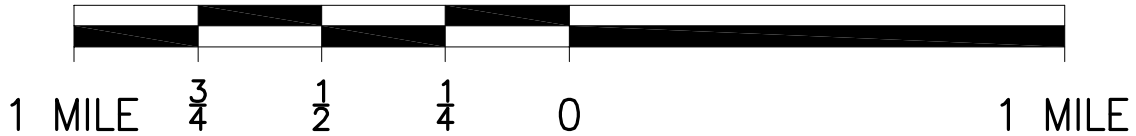
Commission/Serial No. _____

Printed, Typed or Stamped Name

SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST

KEY WEST QUADRANGLE
 FLORIDA – MONROE COUNTY
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 SCALE 1:48,000



Attachment A
 Page 8 of 14 Pages
 SSSL NO. 440030665

(GEODETIC COORDINATE WAS ESTABLISHED BY A REAL TIME NETWORK GPS SURVEY)

REVISIONS

06-11-18: Revised Legal
 07-07-18: Revised Legal



AVIROM & ASSOCIATES, INC.
 SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 (561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: **10754-1**

SCALE: 1" = 20'

DATE: 04/10/18

BY: K.M.C.

CHECKED: K.M.C.

F.B. 1797 PG. 48

SHEET: **1 OF 5**

SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST

SURVEYOR'S REPORT:

1. The specific purpose of this survey is to delineate the boundary of the sovereignty submerged land lease area and the riparian rights line, relative to the upland boundary.
2. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
4. During the course of the field survey no shoreline vegetation was observed.
5. The land description shown hereon was prepared by the Surveyor.
6. Riparian Rights Line: Navigable waters are immediately adjacent to the shoreline, therefore the Riparian Rights line was established by the accepted principle of the extension of the common boundary lines.
7. No underground improvement were located.
8. Bearings shown hereon are relative to the previous Sovereignty Submerged Land Lease No. 440030665 based on the south right-of-way line of David Wolkowsky Street (formerly Whitehead Street) having a bearing of N 70°27'37" W.
9. The Grid coordinates shown hereon are based on the North American Datum of 1983, adjustment of 2011 (NAD 83/2011) Epoch 2010.00, of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone established by a Real-time Network (RTN) GPS Control Survey which is certified to a 2 centimeter local accuracy,
 - a. Method: Wide Area Continuously Operating GPS Reference Station Network
 - b. Equipment Used: Trimble R8 GNSS, Serial Number 4347129118 (Dual Frequency Receiver)
 - c. Processing Software: Trimble Business Center, Version 3.70
10. Elevations shown hereon are in decimals of a foot based on the North American Vertical Datum of 1988 (NAVD 88). To convert elevations from NAVD 88 to NGVD 29, add algebraically the model value of (+) 1.342 feet to the elevation.
11. Benchmark Description: National Geodetic Survey (NGS) Benchmark "872 4580 TIDAL 24" (PID# AA0003), Elevation= 5.049' (NAVD 88), National Geodetic Vertical Datum of 1929 (NGVD 29) Elevation= 6.391'.
12. Address: 1 Whitehead Street, Key West, FL. 33040.
13. (a) The Mean High Water Survey depicted hereon complies with Chapter 177, Part II Florida Statutes.
 (b) Established Mean High Water Elevation is (-) 0.24 feet, NAVD 1988, as located on 02/27/2018.
 (c) The Mean High Water Elevation as shown hereon was established by extending the elevation shown at Tide Station No. 872-4580, which was obtained from the Florida Department of Environmental Protection Web Site, <http://www.labins.org>.
14. Bathymetry data shown hereon are in tenths of a foot, showing depths below Mean Low Water (MLW). The Mean Low Water (MLW) elevation of (-) 1.52 feet (NAVD 88) is based on the Florida Department of Environmental Protection Tidal Datum relative to Tide Station Number 872-4580.
15. Linear distance along wet face of concrete seawall= 255 feet. Total linear distance of lease area= 451 feet.
16. This map is intended to be displayed at a scale of 1:240 (1"=20') or smaller.
17. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbol have been plotted at the center of the field location and may not represent the actual shape and size of the feature.
18. Units of measurement are in U.S. Survey Feet and decimal parts thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.05'. The elevations on impervious surfaces were field measured to 0.04' and on ground surfaces to 0.1'.
19. Abbreviation Legend: Ac.= Acre; B.M.= Benchmark; CONC= Concrete; EL.= Elevation; MHW= Mean High Water Line; NAVD 88= North American Certical Datum of 1988; No.= Number; R/W= Right-of-Way; sq .ft.= Square Feet; ST.= Street; TYP= Typical.

Attachment A
 Page 9 of 14 Pages
 SSSL NO. 440030665

REVISIONS

06-11-18: Revised Legal
 07-07-18: Revised Legal



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JOB #:	10754-1
SCALE:	1" = 20'
DATE:	04/10/18
BY:	K.M.C.
CHECKED:	K.M.C.
F.B.	1797 PG. 48
SHEET:	2 OF 5

**SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665**

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
CITY OF KEY WEST

TIDAL BENCHMARKS ESTABLISHED

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD 83)
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

TIDAL STATION	NORTHING (Y)	EASTING (X)	ELEVATION NAVD 88	DESCRIPTION
"B.M.-1"	82925.37	387615.30	6.648	SET NAIL & TRAVERSE DISK IN PAVERS
"B.M.-2"	83000.28	387623.86	4.148	SET NAIL & TRAVERSE DISK IN PAVERS

LEGAL DESCRIPTION:

A parcel of submerged land within the Key West Harbor being coincident with a portion of Lot 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida (an unrecorded plan), described as:

COMMENCING at the intersection of the westerly right-of-way line of Wall Street with the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street); thence N 70°27'37" W along the northwesterly extension of the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street), being the south boundary of the uplands, a distance of 183.84 feet to the Point of Beginning; thence continue N 70°27'37" W along the northwesterly extension of the south boundary of the uplands, 114.03 feet; thence N 16°57'37" E, 50.05 feet; thence N 70°27'37" W, a distance of 30.26 feet; thence N 18°57'13" E, a distance of 9.33 feet; thence meander along the Mean High Water Line, at the wet face of the centerline of a proposed sheet pile for the following four (4) courses: thence S 71°42'13" E, a distance of 30.93 feet; thence S 70°07'28" E, a distance of 56.00 feet; thence S 23°04'55" W, a distance of 9.06 feet; thence S 70°14'39" E, a distance of 80.63 feet; thence meander along the Mean High Water Line, along the wet face of an existing seawall for the following three (3) courses: thence S 19°50'18" W, a distance of 41.70 feet; thence N 70°27'06" W, a distance of 20.13 feet; thence S 19°32'54" W, a distance of 8.62 feet to the Point of Beginning.

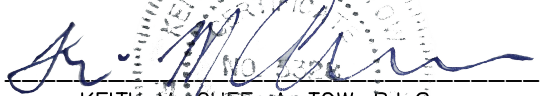
Said lands lying and being within Key West Harbor, City of Key West, Monroe County, Florida containing 7,480 square feet (0.17 acres) more or less.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY to the Board of Trustees of the Internal Improvement Fund (TIIF) and the City of Key West that the attached Specific Purpose and Mean High Water Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Specific Purpose and Mean High Water Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, it complies with Chapter 177, Part II Florida Statutes.

Date: July 07, 2018

Attachment A
Page 10 of 14 Pages
SSLL NO. 440030665


 KEITH M. CHEE-A-TOW, P.L.S.
 Florida Registration No. 5328
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

REVISIONS

06-11-18: Revised Legal
07-07-18: Revised Legal

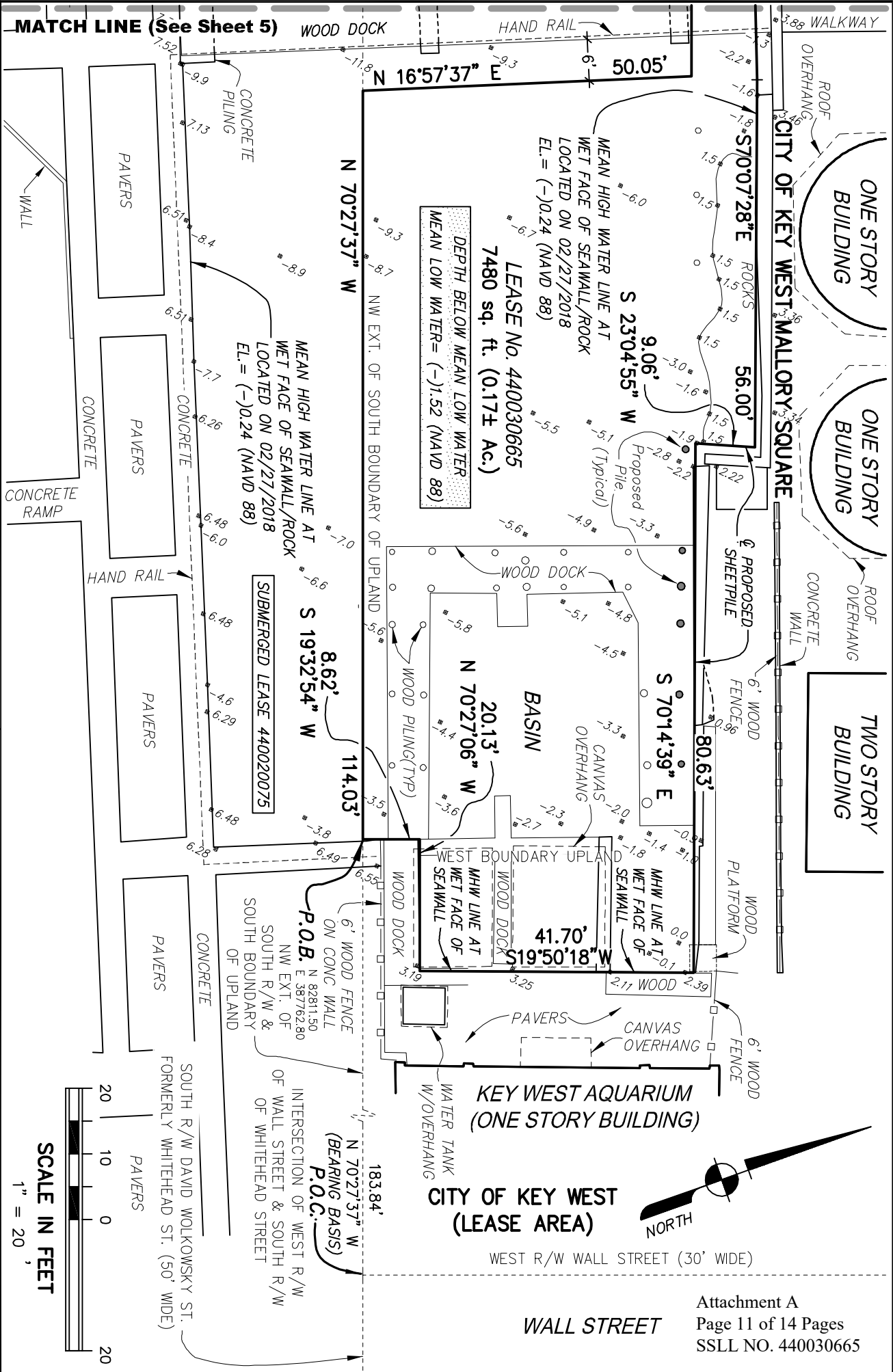


**AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING**

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: **10754-1**
SCALE: N/A
DATE: 04/10/18
BY: K.M.C.
CHECKED: K.M.C.
F.B. 1797 PG. 48
SHEET: **3 OF 5**



REVISIONS

06-11-18:	Revised Legal
07-07-18:	Revised Legal



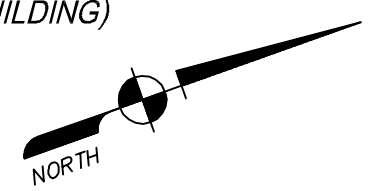
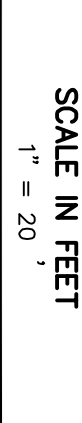
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SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE NO. 440030665

MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
 William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST
 MONROE COUNTY, FLORIDA.



WALL STREET

CITY OF KEY WEST (LEASE AREA)

KEY WEST AQUARIUM (ONE STORY BUILDING)

SOUTH R/W DAVID WOLKOWSKY ST.
 FORMERLY WHITEHEAD ST. (50' WIDE)
 PAVERS

P.O.B. N 82811.50
 E 387762.80
 NW EXT. OF
 SOUTH R/W &
 SOUTH BOUNDARY
 OF UPLAND

INTERSECTION OF WEST R/W
 OF WALL STREET & SOUTH R/W
 OF WHITEHEAD STREET

N 70°27'37" W
 (BEARING BASIS)
 P.O.C.

183.84'

MHW LINE AT
 WET FACE OF
 SEAWALL

MHW LINE AT
 WET FACE OF
 SEAWALL

MHW LINE AT
 WET FACE OF
 SEAWALL

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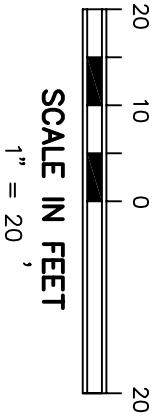
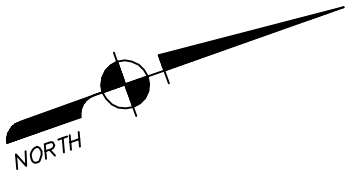
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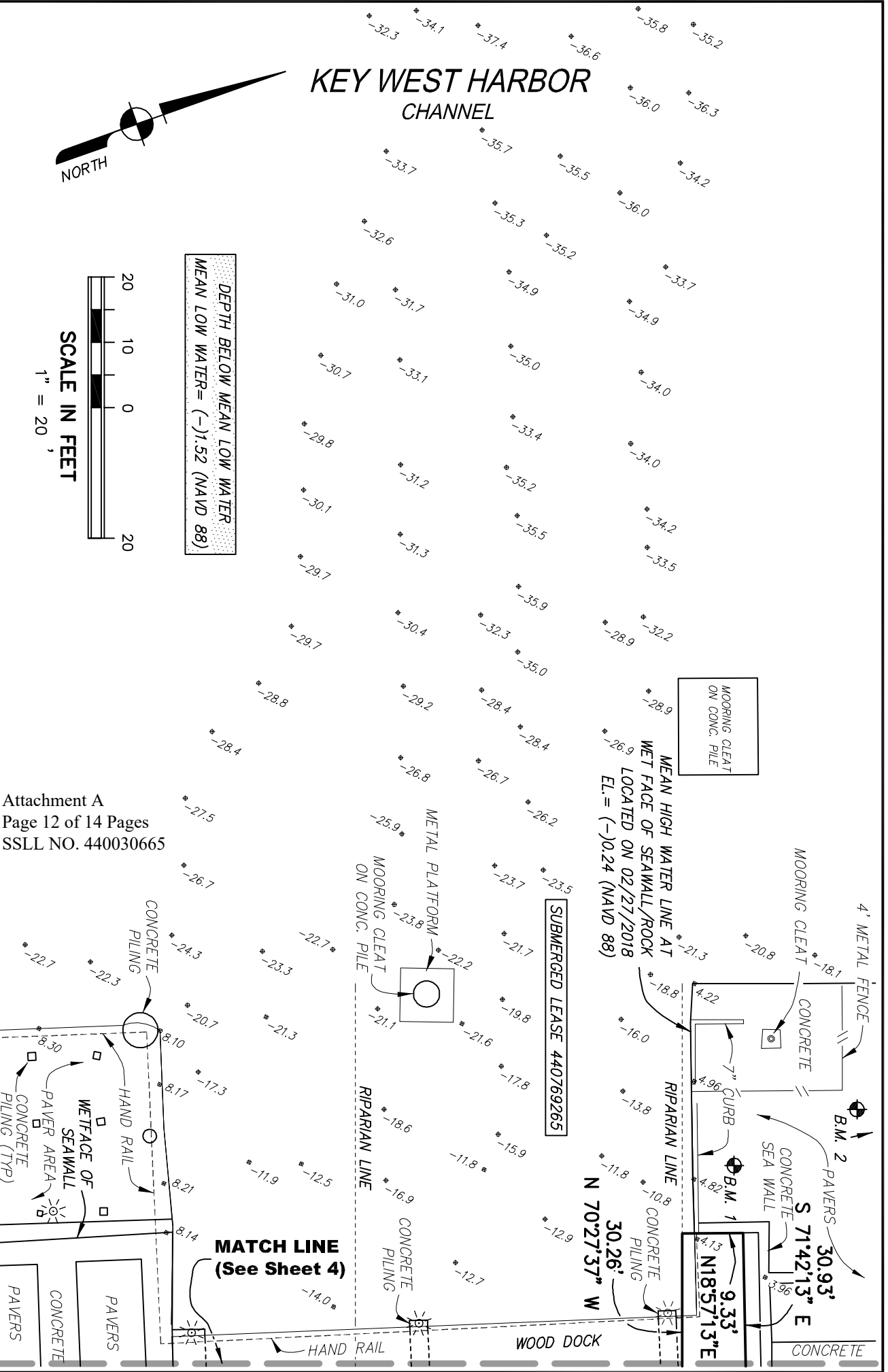
MHW LINE AT
 WET FACE OF
 SEAWALL

MHW LINE AT
 WET FACE OF
 SEAWALL

KEY WEST HARBOR CHANNEL



DEPTH BELOW MEAN LOW WATER
MEAN LOW WATER = (-)1.52 (NAVD 88)



Attachment A
Page 12 of 14 Pages
SSLL NO. 440030665

MATCH LINE
(See Sheet 4)

REVISIONS

06-11-18:	Revised Legal
07-07-18:	Revised Legal



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SUBMERGED LAND LEASE NO. 440030665
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
CITY OF KEY WEST
MONROE COUNTY, FLORIDA.

SPECIFIC PURPOSE SURVEY

JOB #:	10754-1
SCALE:	1" = 20'
DATE:	04/10/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B. PG.	48
SHEET:	5 OF 5



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.

J. D. Johnson
Sadie E. Foster

By

H. G. Williams (SEAL)
President

ATTEST:

By

Edna B. Wallace (SEAL)
Assistant Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF DUVAL)

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 G-61 on Page 274/275 File No. 29005
Earl R. Adams, Clerk Circuit Court
Notary Public, D. C.

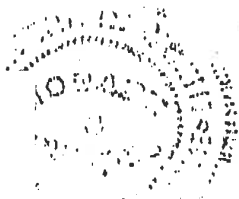
I HEREBY CERTIFY, That on this day of August, A. D. 1952,

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.

Lawena R. Aveline
Notary Public, State of Florida at Large.

(SEAL)



Notary Public, State of Florida at Large.
My Commission expires May 10, 1956.
Bonded by American Fire & Casualty Co.