

3/31/2022

Mayor & Commissioners:

I recently received the attached legal description sketch, certified and dated 3/21/22, which should raise serious doubts about statements the Commission has heard regarding the purported strength of the City's Agreement with Pier B (Res 93-405).

The Agreement in question (Res. 93-405) was signed in 1994, when Pier B was still in its historic configuration. This Agreement includes a precise legal description of the sole parcel of real property upon which the City authorized the operation of the cruiseport. It is this legal description which is illustrated on the attached Survey.

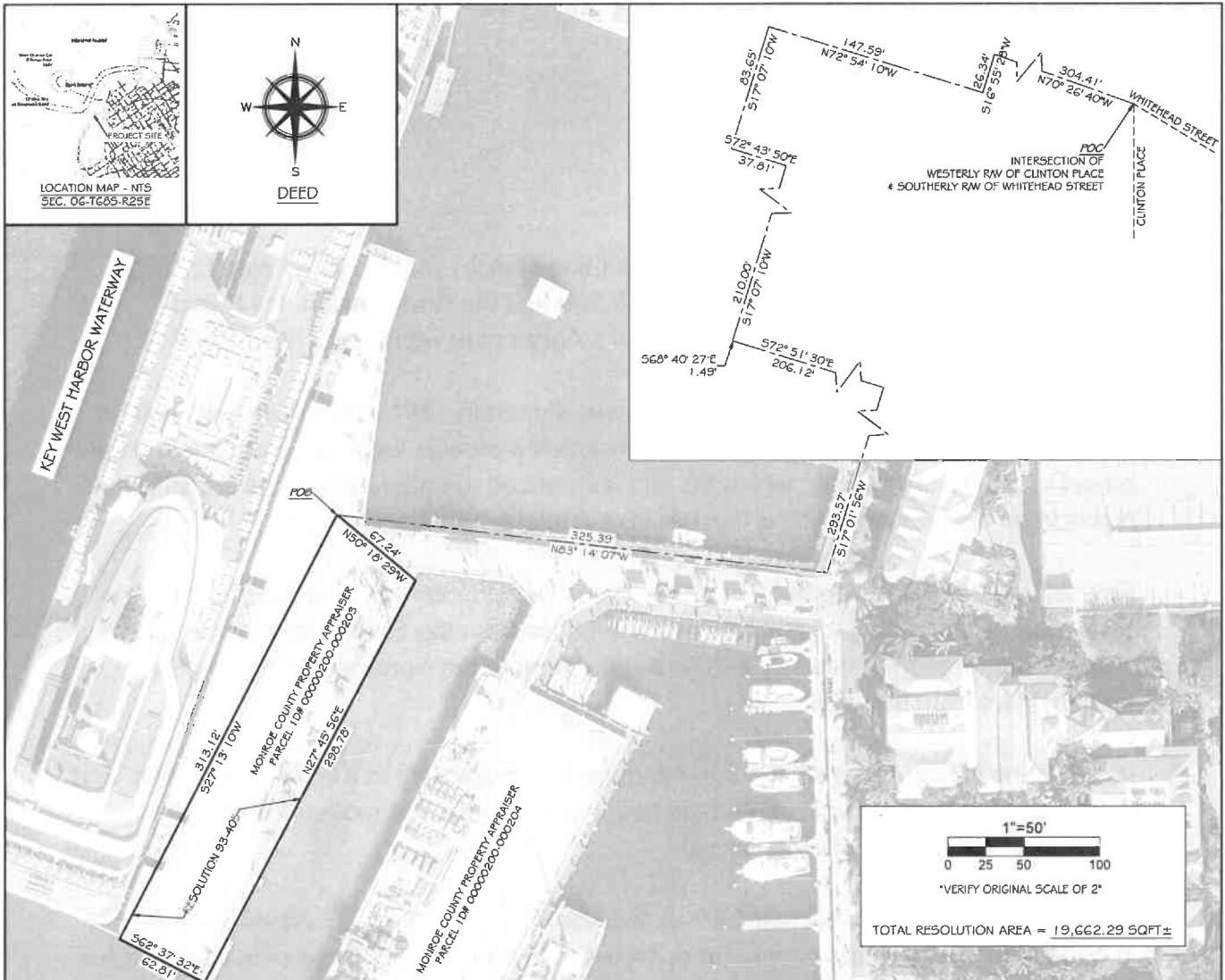
Five years after the Agreement, in 1999, Pier B Development Corporation built a new cruiseport facility on adjacent lands which it leases from the State and relocated its cruiseport operation to this site with no amendment to the Agreement and no other authorization from the City.

It is as if the City authorized someone to operate a restaurant in a building he owns, and then 5 years later the owner rented the building next-door and moved the entire restaurant there without City approval.

As you can see on the attached Survey, the site where the City authorized a cruiseport in 1994 is NOT where the cruiseport operates today. In fact, the large cruise ship visible in the sketch does not come into contact with the authorized site at any point. Thus, the current cruiseport operation is not legally authorized by the 1994 Agreement with the City. **We believe Pier B's primary interest in its current negotiations with the City is to correct this defect and create a valid agreement where none now exists.**

Please contact me with any questions,

Arlo Haskell
716 Love Lane, Key West, FL 33040



- LEGAL DESCRIPTION -

RESOLUTION 93-405

A PARCEL OF SUBMERGED LAND CONNECTED TO FILLED SUBMERGED LANDS LYING WESTERLY OF BLOCK 17 (UNNUMBERED) ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, AS SHOWN ON THE UNRECORDED MAP OF THE TOWN OF KEY WEST, TOGETHER WITH THE ISLAND AS SURVEYED AND DELINEATED FEBRUARY 1829 BY W.A. WHITEHEAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A P.K. NAIL AND BRASS WASHER STAMPED #2749 SAID POINT BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CLINTON PLACE AND THE SOUTHERLY RIGHT OF WAY LINE OF WHITEHEAD STREET; THENCE RUN ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WHITEHEAD STREET AND THE PROLONGATION THEREOF; N 70°26'40" W - 304.41 FEET TO A POINT ON THE BULKHEAD LINE; THENCE RUN S 16°55'28" W - 26.34 FEET ALONG THE FACE OF A BULKHEAD LINE TO A CORNER OF THE BULKHEAD; THENCE RUN ALONG THE NORTHERLY FACE OF A BULKHEAD LINE N 72°54'10" W - 147.59 FEET; THENCE LEAVING SAID FACE OF BULKHEAD; RUN S 17°07'10" W - 83.65 FEET; THENCE RUN S 72°43'50" E - 37.81 FEET; THENCE RUN S 17°07'10" W - 210.00 FEET TO A POINT ON THE SOUTHERLY FACE OF THE BULKHEAD LINE OF PIER 'A'; THENCE RUN ALONG THE FACE OF THE BULKHEAD S 68°40'27" E - 1.49 FEET TO A POINT; THENCE CONTINUE ALONG THE FACE OF THE BULKHEAD S 17°01'56" W - 293.57 FEET TO A POINT ON THE PROLONGATION AND THE OUTERMOST FACE OF THE CONCRETE AND STEEL BULKHEAD S 17°01'56" W - 293.57 FEET TO A POINT ON A LINE THAT LINES 5.00 FEET WATERWARD OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE CONCRETE FACE OF THE STRUCTURE KNOWN AS PIER BRAVO, N 83°14'07" W - 325.39 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF SUBMERGED LAND; THENCE CONTINUE ALONG SAID LINES THAT ARE 5.00 FEET WATERWARD OF AND PARALLEL TO THE CONCRETE FACE OF THE STRUCTURE KNOWN AS PIER B THE FOLLOWING COURSES:

- 1). S 27°13'10" W - 313.12 FEET
- 2). S 62°37'32" E - 62.81 FEET
- 3). N 27°45'56" E - 298.78 FEET

THENCE LEAVING SAID LINE N 50°18'29" W - 67.24 FEET TO THE POINT OF BEGINNING, CONTAINING 0.4514 ACRES, MORE OR LESS.

SURVEYOR NOTES

- THIS IS NOT A BOUNDARY SURVEY. ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY.
- BEARINGS SHOWN ARE REFERENCED TO THE RECORD DESCRIPTION OF RESOLUTION AREA SHOWN HEREON.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- STREET ADDRESS: 271 FRONT STREET, KEY WEST, FL 33040.
- ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.
- BACKGROUND IMAGE IS A 2015 GEO-REFERENCED AERIAL IMAGE OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND IS SHOWN FOR VISUAL REFERENCE ONLY.

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.

THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET

B.P. = BENCH MARK C.C. = 2" CONCRETE CURB & GUTTER C.F. = CONCRETE FENCE C.M. = CONCRETE MASONRY C.P. = CONCRETE PAVEMENT C.S. = CONCRETE SURFACE C.T. = CONCRETE TYPING D.M. = DRAINAGE MANHOLE D.P. = DRAINAGE POINT D.S. = DRAINAGE SINK E.C. = ELECTRIC CONTROL VALVE E.P. = ELECTRIC POLE E.S. = ELECTRIC SERVICE E.T. = ELECTRIC TOWER F.C. = FLOOR CURB F.P. = FLOOR PAVEMENT F.S. = FLOOR SURFACE G.C. = GROUND CURB G.P. = GROUND POINT G.S. = GROUND SURFACE H.C. = HIGH CURB H.P. = HIGH POINT H.S. = HIGH SURFACE I.C. = INTERSECTION I.P. = INTERSECTION POINT I.S. = INTERSECTION SURFACE L.C. = LOW CURB L.P. = LOW POINT L.S. = LOW SURFACE M.C. = MASONRY CURB M.P. = MASONRY POINT M.S. = MASONRY SURFACE N.C. = NORTH CURB N.P. = NORTH POINT N.S. = NORTH SURFACE O.C. = OCEAN CURB O.P. = OCEAN POINT O.S. = OCEAN SURFACE P.C. = PAVEMENT CURB P.P. = PAVEMENT POINT P.S. = PAVEMENT SURFACE R.C. = ROAD CURB R.P. = ROAD POINT R.S. = ROAD SURFACE S.C. = SAND CURB S.P. = SAND POINT S.S. = SAND SURFACE T.C. = TRAIL CURB T.P. = TRAIL POINT T.S. = TRAIL SURFACE U.C. = UTILITY CURB U.P. = UTILITY POINT U.S. = UTILITY SURFACE V.C. = VENT CURB V.P. = VENT POINT V.S. = VENT SURFACE W.C. = WATER CURB W.P. = WATER POINT W.S. = WATER SURFACE X.C. = X-CURB X.P. = X-POINT X.S. = X-SURFACE Y.C. = Y-CURB Y.P. = Y-POINT Y.S. = Y-SURFACE Z.C. = Z-CURB Z.P. = Z-POINT Z.S. = Z-SURFACE	A.C. = ALUMINUM CURB A.P. = ALUMINUM POINT A.S. = ALUMINUM SURFACE B.C. = BRASS CURB B.P. = BRASS POINT B.S. = BRASS SURFACE C.C. = CONCRETE CURB C.P. = CONCRETE POINT C.S. = CONCRETE SURFACE D.C. = DRAINAGE CURB D.P. = DRAINAGE POINT D.S. = DRAINAGE SURFACE E.C. = ELECTRIC CURB E.P. = ELECTRIC POINT E.S. = ELECTRIC SURFACE F.C. = FLOOR CURB F.P. = FLOOR POINT F.S. = FLOOR SURFACE G.C. = GROUND CURB G.P. = GROUND POINT G.S. = GROUND SURFACE H.C. = HIGH CURB H.P. = HIGH POINT H.S. = HIGH SURFACE I.C. = INTERSECTION CURB I.P. = INTERSECTION POINT I.S. = INTERSECTION SURFACE L.C. = LOW CURB L.P. = LOW POINT L.S. = LOW SURFACE M.C. = MASONRY CURB M.P. = MASONRY POINT M.S. = MASONRY SURFACE N.C. = NORTH CURB N.P. = NORTH POINT N.S. = NORTH SURFACE O.C. = OCEAN CURB O.P. = OCEAN POINT O.S. = OCEAN SURFACE P.C. = PAVEMENT CURB P.P. = PAVEMENT POINT P.S. = PAVEMENT SURFACE R.C. = ROAD CURB R.P. = ROAD POINT R.S. = ROAD SURFACE S.C. = SAND CURB S.P. = SAND POINT S.S. = SAND SURFACE T.C. = TRAIL CURB T.P. = TRAIL POINT T.S. = TRAIL SURFACE U.C. = UTILITY CURB U.P. = UTILITY POINT U.S. = UTILITY SURFACE V.C. = VENT CURB V.P. = VENT POINT V.S. = VENT SURFACE W.C. = WATER CURB W.P. = WATER POINT W.S. = WATER SURFACE X.C. = X-CURB X.P. = X-POINT X.S. = X-SURFACE Y.C. = Y-CURB Y.P. = Y-POINT Y.S. = Y-SURFACE Z.C. = Z-CURB Z.P. = Z-POINT Z.S. = Z-SURFACE
--	--

CERTIFIED TO -

COMMITTEE FOR SAFER, CLEANER SHIPS
2612 HARRIS AVENUE
KEY WEST, FL 33040

SYMBOL LEGEND:

	SANITARY MANHOLE		SANITARY CLEANOUT
	IRRIGATION CONTROL BOX		WATER VALVE
	ELECTRIC BOX		METAL UTILITY POLE
	WOOD UTILITY POLE		CATCH BASIN
	WATER METER		DRAINAGE MANHOLE
	LIGHT POLE		CONCRETE UTILITY POLE
	GUY WIRE		TARED DRAIN GRATE
	IRRIGATION CONTROL VALVE		FIRE HYDRANT

LEGAL DESCRIPTION SKETCH

PIER - B - CITY COMMISSION RESOLUTION 93-405

KEY WEST, MONROE COUNTY, STATE OF FLORIDA

DATE: 03/21/2022	SURVEY BY: EAI	PROJECT: PIER-B_RES
REVISION DATE: XX/XX/XXXX	DRAWN BY: MPB	H. SCALE: 1"=50'
ORDER NO.: 22-571	CHECKED BY:	SHEET 1 OF 2

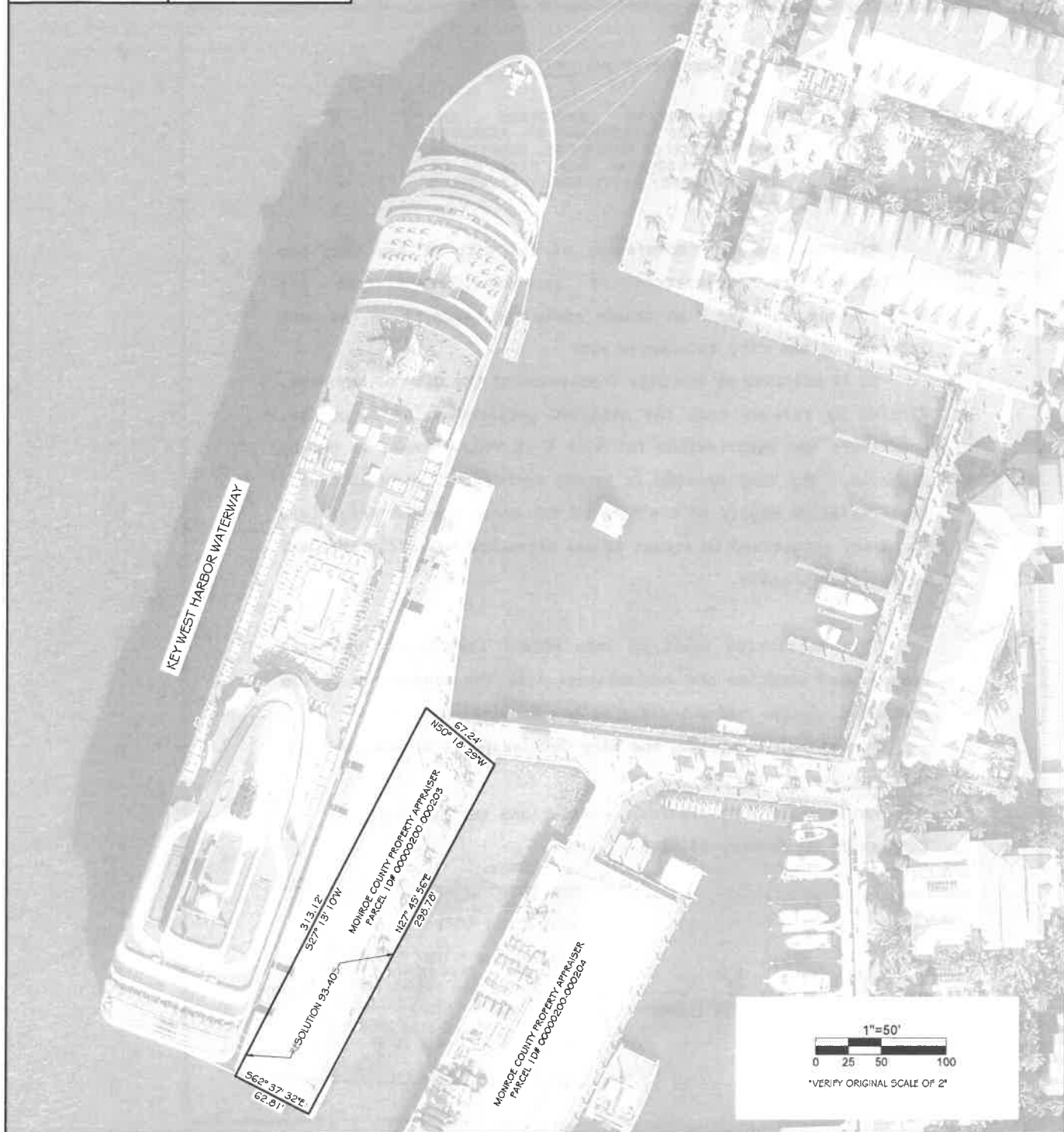
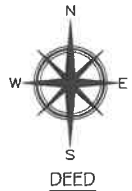
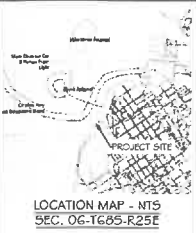


FLORIDA KEYS
LAND SURVEYING
21460 OVERSEAS HIGHWAY, SUITE 4
CUDJOE KEY, FL 33042
PHONE: (305) 394-3690
EMAIL: FKL5email@gmail.com


NOT VALID WITHOUT THE SIGNATURE AND THE PRESSED SEAL OF A FLORIDA SURVEYOR AND MAPPER

56470
ERIC A. ISAACS, P.S. #6703, PROFESSIONAL SURVEYOR AND MAPPER, L#6 7047

VISUAL REFERENCE SHEET



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, FLORIDA STATUTES.

SIGNED: 

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

REC. A 15AACS 03/21/2022 PROFESSIONAL SURVEYOR AND MAPPER LEM 70-17



**FLORIDA KEYS
LAND SURVEYING**
21460 OVERSEAS HIGHWAY, SUITE 4
CUDJOE KEY, FL 33042
PHONE: (305) 394-3690
EMAIL: FKLSEmail@gmail.com

LEGAL DESCRIPTION SKETCH

PIER - B - CITY COMMISSION RESOLUTION 93-405
KEY WEST, MONROE COUNTY, STATE OF FLORIDA

DATE: 03/21/2022	SURVEY BY: EAI	PROJECT: PIER-B_RES
REVISION DATE: XX/XX/XXXX	DRAWN BY: MPB	H. SCALE: 1"=50'
ORDER NO.: 22-571	CHECKED BY:	SHEET 2 OF 2

RESOLUTION NO. 93-405

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ATTACHED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PIER B AT TRUMAN ANNEX; PROVIDING AN EFFECTIVE DATE.

NOV 11 94 FEB 18 03 24

REC 1294 PAGE 0625

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WHEREAS, the City Commission of the City of Key West has considered the Declaration of Covenants, Conditions and Restrictions for Pier B at Truman Annex and finds it in the best interest of the City to approve same.

BE IT RESOLVED by the City Commission of the City of Key West, Florida as follows that the attached Declaration of Covenants, Conditions and Restrictions for Pier B at Truman Annex is hereby approved. The City Manager is hereby authorized to execute said Declaration on behalf of the City of Key West, and the City Clerk is hereby authorized to attest to his signature and affix the Seal of the City thereto.


This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 14 day of September, 1993.

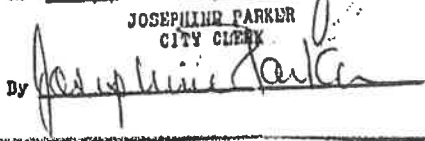
Authenticated by presiding officer and the Clerk of the Commission on January 13, 1994.


DENNIS J. WARDLOW, MAYOR
COUNTY OF MONROE
CITY OF KEY WEST

ATTEST:


JOSEPHINE PARKER, CITY CLERK

This copy is a true copy of the original on file in this office. Witnessed by hand and official seal this 10 day of February, 1994.

JOSEPHINE PARKER
CITY CLERK
By 

THIS INSTRUMENT PREPARED BY:
James T. Hendrick, Esq.
Morgan & Hendrick
317 Whitehead Street
Key West, Florida 33041

REC 1294 PAGE 0626

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") made this 1st day of February, 1994 by Ronald M. Griffith, as Successor Trustee pursuant to that certain Land Trust Agreement dated as of August 10, 1991 and bearing Trust No. 1001, and having a mailing address at 330 East Lambert Road, Brea, California 92621 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of Pier B; said real property more particularly described in Exhibit A attached hereto and made a part hereof ("Pier B"); and

WHEREAS, the Development Agreement of December 8, 1986, as amended, by and between the City of Key West (the "City") and Truman Annex Holding Company (the "Development Agreement") provided in Paragraph 9(d) that at the City's option and expense, the Developer would construct a cruiseport on the mainland waterfront of the property and that the City shall be entitled to the disembarkation tax to be charged at the cruiseport (the "Option"); and

WHEREAS, in consideration of Declarant's execution of this Declaration, the City waives its rights under the Option and agrees that it will not exercise same; and

WHEREAS, the City, pursuant to City Resolution No. 93-405, adopted in accordance with the laws of the State of Florida and the City Code of Ordinances, has authorized and directed the City Manager to execute this Declaration on behalf of the City.

NOW, THEREFORE, Declarant does hereby declare that the covenants, conditions and restrictions of this Declaration as set forth herein shall encumber Pier B and further declares that Pier B shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with Pier B and be binding upon all parties having any right, title or interest in Pier B, or any part thereof, as follows:

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1. The provisions set forth in the above described "Whereas" clauses are true and correct, and are hereby incorporated by reference and made a part hereof.

2. The Declarant will immediately begin construction of the following improvements to Pier B to allow its use as a cruiseport facility (the "Improvements"), to-wit: (i) repair of the structure of Pier B to accommodate cruise ship passengers and support traffic, (ii) installation of curbing and fencing, (iii) extension of potable water delivery infrastructure to service cruise ships, and (iv) construction of appropriate fencing, gates and lighting for security and safety. Upon completion of the Improvements, the Declarant will provide written notice of said completion to the City, whereupon the City may inspect the cruiseport to confirm that the Improvements have been completed. The City shall be allowed a period of ten (10) days to inspect the Improvements. In the event that the City determines in its reasonable judgment that the Improvements have not been completed within one year from the effective date of this Declaration, the City shall give written notice to the Declarant that states: (i) the nature of the purported incomplete work and (ii) that unless the incomplete work is completed within fifteen (15) days of the date of such notice, the City shall hold a public hearing within thirty (30) days of the date of such notice to consider whether the Option deleted from the Development Agreement should be reinstated. In the event that the incomplete work cannot be reasonably completed within such 15-day period, the Declarant's diligent good faith efforts to complete the work will obviate the need to hold a public hearing, provided however, in the event that the Declarant shall fail to exercise diligent good faith efforts to complete the work, the City shall be entitled to hold a public hearing to consider whether to reinstate the Option in accordance with the foregoing procedure. In the event that the City holds the above described public hearing and decides the Option should be reinstated, then this Declaration shall be null and void, and of no further force and effect.

3. The Declarant shall use its best efforts to solicit and book cruise ships so as to maximize disembarkation fee revenue while emphasizing upper-market cruise ship tourism; provided, however, that the Declarant shall not solicit any of the cruise ships presently utilizing the Mallory Square dock facility, as identified in Exhibit B attached hereto and made a part hereof. The cruiseport may not be used as an automobile ferry dock. A maximum of seven (7) cruise ships a week will be permitted to disembark at the cruiseport (whether or not the passengers are disembarked at the cruiseport or are ferried to the cruiseport). Further, no more than three (3) cruise ships a week will be permitted to dock overnight at the cruiseport.

4. Upon sale of Pier B by the Declarant, the purchaser shall, in addition to complying with the other terms and conditions of this Declaration maintain and offer for berthing a fully operational cruiseport on Pier B. Further, the

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cruiseport facility shall be utilized principally for cruiseport operations.

5. The Declarant shall pay the City 25% of the disembarkation fee collected from the cruiseport operations, effective immediately upon the City's acquisition of the right to use the Navy Property or the designation of an Alternative Site for the construction of a docking facility as contemplated under the Declaration of Non-Exclusive Easements (the "Easement") to be executed by the parties hereto of even date herewith; provided that the Declarant shall also hold in escrow 25% of the disembarkation fee collected from the cruiseport operations during each calendar quarter (i.e. January through March, April through June, July through September or October through December) and at the end of each calendar quarter shall disburse said monies to itself unless during that calendar quarter the City acquires the right to use the Navy Property or an Alternative Site for the construction of a docking facility is designated and accepted as provided in the Easement, and in such event, the Declarant shall immediately pay to the City said monies held in escrow for said calendar quarter. There will be a disembarkation fee charged to all cruise ships which discharge passengers at Pier B which disembarkation fee will initially match, and never be less than disembarkation fee charged by the City at Mallory Square dock facilities; provided that said fee shall never be greater than what is commercially reasonable for similar cruiseport operations. The City agrees and acknowledges that 25% of the disembarkation fee set forth above is the charge that the Declarant is obligated to receive and to account for, and remit to the City in accordance with the regulations and procedures of the City Port and Transit Authority and Section 42.078 of the City Code of Ordinances.

6. The Declarant will provide access to public conveyances, including City franchisees, on a portion of real property more particularly described in Exhibit C attached hereto and made a part hereof for pick up and return of cruiseport passengers.

7. The covenants, conditions and restrictions of the Declaration shall run with and bind Pier B, shall be enforceable against the Declarant or its successors in title to Pier B for a term of twenty-one (21) years from the date hereof, after which time this Declaration shall automatically extend for successive periods of ten (10) years unless an instrument signed by the Declarant or its successors in title to Pier B and the City has been recorded in the Public Records of Monroe County, Florida agreeing to terminate this Declaration, in whole or in part.

8. The effective date of this Declaration is the later of the date when the City signs this Declaration or the date when the Declarant signs this Declaration.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Sandra U. Wada
Name: SANDRA U. WADA

Jay Campbell
Name: JAY CAMPBELL

Ronald M. Griffith
Ronald M. Griffith, as Successor Trustee, pursuant to that certain Land Trust Agreement dated as of August 10, 1991 and bearing Trust No. 1001

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825391

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of California and in the County of Orange to take acknowledgments, personally appeared RONALD M. GRIFFITH, as Successor Trustee, pursuant to that certain Land Trust Agreement, dated as of August 10, 1991 and bearing Trust No. 1001, who executed the foregoing Declaration of Covenants, Conditions and Restrictions and acknowledged to and before me that he did so voluntarily and for the purposes set forth herein, and who produced IS PERSONALLY KNOWN TO ME as identification and who did take an oath.

WITNESS my hand and official seal in the State and County last aforesaid this 11 day of JANUARY, 1994



Constance Stilling
Notary Public in and for the State of California
Name: CONNIE STILLING
Commission or Serial No.: 403700
My Commission Expires: JAN 6, 1995

[Notary Seal]

REC 1294 PAGE 0630

The City of Key West, Florida hereby executes this instrument in order to confirm the provisions of the Declaration which are binding on the City of Key West, Florida.

ATTEST:
Josephine Parker
Josephine Parker, City Clerk

THE CITY OF KEY WEST, FLORIDA
By: *G. Felix Cooper*
Name: G. Felix Cooper
Title: City Manager

825391

STATE OF FLORIDA)
COUNTY OF MONROE) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Monroe to take acknowledgments, personally appeared G. Felix Cooper, the City Manager of THE CITY OF KEY WEST, FLORIDA, who executed the foregoing Declaration of Non-Exclusive Easements and acknowledged to and before me that he did so voluntarily and for the purposes set forth herein, and who produced is personally known to me. ~~as identification and who did take an oath.~~

WITNESS my hand and official seal in the State and County last aforesaid this 1 day of February, 1994.

Lynn C. Hunter
Notary Public in and for the State of Florida
Name: Lynn C. Hunter
Commission or Serial No.: _____
My Commission Expires: Feb. 25, 1994

[Notary Seal]

TVE/9407

Exhibit A

CL+K

LEGAL DESCRIPTION
PIER B

March 10, 1993

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OFF REC 129 & PAGE 631

A parcel of submerged land connected to filled submerged lands lying Westerly of Block 17 (unnumbered) on the Island of Key West, Monroe County, Florida, as shown on the unrecorded "Map of the town of Key West, together with the Island" as surveyed and delineated February 1829 by W.A. Whitehead" and being more particularly described as follows:

Commence at a P.K. Nail and Brass Washer stamped #2749 said point being the intersection of the Westerly right of way line of Clinton Place and the Southerly right of way line of Whitehead Street; thence run along the Southerly right of way line of Whitehead Street and the Westerly prolongation thereof; N 70°26'40" W - 304.41 feet to a point on the bulkhead line; thence run S 16°55'28" W - 26.34 feet along the face of a bulkhead line to a corner of the bulkhead; thence run along the Northerly face of a bulkhead line N 72°54'10" W - 147.59 feet; thence leaving said face of bulkhead; run S 17°07'10" W - 83.65 feet; thence run S 72°43'50" E - 37.81 feet; thence run S 17°07'10" W - 210.00 feet to a point on the Southerly face of the bulkhead line of Pier "A"; thence run along the face of the bulkhead S 68°40'27" E - 1.49 feet to a point; thence continue along the face of the bulkhead of Pier "A", S 72°51'30" E - 206.12 feet to a point on the prolongation of the outermost face of a concrete and steel bulkhead between Pier "A" and Pier Bravo; thence run along the prolongation and the outermost face of the concrete and steel bulkhead S 17°01'56" W - 293.57 feet to a point on a line that lies 5.00 feet waterward of (as measured at right angles) and parallel to the concrete face of the bulkhead of Pier Bravo; thence run along a line that is 5.00 feet waterward of and parallel to the concrete face of the structure known as Pier Bravo, N 83°14'07" W - 325.39 feet to the POINT OF BEGINNING of the following described parcel of submerged land; thence continue along said lines that are 5.00 feet waterward of and parallel to the concrete face of the structure known as Pier B the following 3 courses:
1). S 27°13'10" W - 313.12 feet
2). S 62°37'32" E - 62.81 feet
3). N 27°45'56" E - 298.78 feet;
thence leaving said line N 50°18'29" W - 67.24 feet to the POINT OF BEGINNING, containing 0.4514 acres, more or less.

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DEC 12 9 4 AM '63
REC 1294 PAGE 0632

EXHIBIT B

Cruiseships presently docking at Mallory Square

Noordam
Amsterdam*
Enchanted Seas*
Zenith
Sunward
Regal Princess
Dolphin*
Rainbow
Lev Tolstoi
Stella Solaris
Crown Monarch*
Westward

*Presently dock at both Mallory Square and Truman Annex.

TVE/10187

EXHIBIT C

LEGAL DESCRIPTION

FRONT STREET NORTH OF PRESIDENTIAL PARK

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A parcel of land on the Island of Key West, Monroe County, Florida, being a portion of Front Street, as shown on the unrecorded "Map of the Town of Key West together with the Island" as surveyed and delineated February 1829 by W.A. Whitehead" and being more particularly described as follows:

Commence at the intersection of the Southwesterly right of way line of Whitehead Street and the Southeasterly right of way line of Greene Street; said point marked by an aluminum disc stamped No. 928; thence run along the Southeasterly right of way line of Greene Street S 55°59'14" W - 85.77 feet to a point of intersection with the Easterly right of way line of Front Street said point of intersection being the POINT OF BEGINNING of the following described parcel of land; thence S 88°06'46" W - 50.00 feet to a point on the Westerly right of way line of Front Street; thence along said Westerly right of way line S 1°56'59" E - 333.09 feet to a point of non-tangent intersection with circular curve having a radius of 12.58 feet and a central angle of 37°36'20" the center of which bears S 2°43'00" E; thence Southeasterly along the arc of said curve 8.26 feet to a point of reverse curvature of a circular curve concave to the North having a radius of 6.34 feet and a central angle of 35°55'31"; thence Easterly along the arc of said curve 3.98 feet to a point; thence N 65°00'31" E - 31.75 feet to a point of non-tangent intersection with a circular curve having a radius of 13.67 feet and a central angle of 42°16'47", the center of which bears S 44°34'01" E; thence Northeasterly along the arc of said curve 10.09 feet to a point of intersection with the aforementioned Easterly right of way line of Front Street; thence along said right of way line N 1°56'59" W - 320.14 feet to the POINT OF BEGINNING. Containing 0.3779, acres, more or less.

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