



August ___, 2023

Albert Childress, City Manager
City of Key West
1300 White Street
Key West, FL 33040

RE: Conditional Consent to Proposed Submerged Land Lease between the City of Key West and Florida Department of Environmental Protection

Dear Mr. Childress:

On behalf of Seaboard Associates Limited Partnership d/b/a Ocean Key Resort & Spa (“Ocean Key”), please allow this letter to serve as our conditional consent (“Consent”) to a proposed Submerged Land Lease (“Lease”) between the Florida Department of Environmental Protection (“FDEP”), as landlord, and City of Key West (“City”), as tenant, to lease that certain submerged land (the “Premises”) consistent with, and no more expansive than, the immediately prior submerged lands lease between the same parties.

As the owner of riparian rights that includes an unobstructed view of a portion of the Premises commonly known as Parcel B, including portions of Mallory Square and the T-Pier, Ocean Key’s consent is conditioned upon the following, which shall be deemed accepted and agreed to by the City and FDEP by execution of the Lease:

1. Consistent with the originally provided 1989 consent from Ocean Key, no ship may extend into Ocean Key’s riparian right to Parcel B at water level (extension into Ocean Key’s riparian right for the purpose of allowing the ships to overhang the navigable waters above the submerged lands is acceptable).
2. No ship shall overhang the riparian line on Fridays or Saturdays. (12:01 am Friday to 11:59 pm Saturday)
3. Ships that overhang the riparian line must depart no later than 45 minutes prior to Sunset (i.e., no ship may be moored between 45 minutes prior to sunset and sunrise).
4. No more than twelve (12) ship dockings per calendar year may be permitted to overhang into Ocean Key’s riparian right (and the same ship docking twice counts as two (2) dockings, not one).
5. No ship that overhangs the riparian line may be permitted to overnight.

6. There shall be no additional pile installations or construction within Parcel B or anywhere within Ocean Key's riparian right without the written consent of Ocean Key, which consent shall not be unreasonably withheld.

This Consent shall be in effect as of the effective date of the Lease and shall expire as of the termination or the expiration of the Lease. For the avoidance of doubt, this Consent shall not extend beyond the term of the Lease.

The contact for Ocean Key is Johan Amneus: jamneus@oceankey.com or 305.295.7022; and the backup contact is Gabe Rosenthal: nhlegal@noblehousehotels.com or 425.636.5665.

Best Regards,

OCEAN KEY RESORT & SPA
SEABOARD ASSOCIATES LIMITED PARTNERSHIP

Johan Amneus
General Manager

cc: Brian Cumbie, *Environmental Specialist II*, Florida Department of Environmental Protection
Steven McAlearney, *Director of Port & Marine Services*, City of Key West
Gabe Rosenthal, Noble House Hotels & Resorts
Jamie Colee, Noble House Hotels & Resorts

Received and agreed to by;

Name