



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

August 25, 2011

City of Key West, Florida
Attn: Jim Scholl
525 Angela Street
Key West, Florida 33040

RE: BOT File No.: 440027185
Lessee: City of Key West, Florida

Dear Mr. Scholl:

Enclosed is a **Lease Instrument**, which requires acceptance by your notarized signature as City Manager (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the person executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please complete and return the enclosed **Billing Information Form** that provides us with updated billing information, sales tax information, and other data required pursuant to Section 212.03(6) and 212.031(3), Florida Statutes.

Also enclosed is **Invoice No. 59740 for \$7,861.61** covering the fees due on this account. The check should be made payable to the Department of Environmental Protection and mailed to Mail Station 125, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Please include **BOT File No. 440027185** on the check to ensure proper deposit. Payment is due within 30 days after receipt of this letter.

Please execute and return the enclosed instrument and any additional information requested within 30 days after receipt of this letter. Upon receipt and acceptance, we will transmit the lease instrument for final departmental execution. A fully executed instrument will be provided to you for recording in the county records where the facility is located.

"More Protection, Less Process"
www.dep.state.fl.us

RECEIVED

AUG 29 2011

CITY MANAGER

City of Key West, Florida
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Please note that all annual lease fee invoices will include a six percent (6%) sales tax and the County Discretionary Sales Surtax unless the Lessee can claim exemption. If you are tax exempt, please return a copy of your Tax Exemption Certification for our records. Your Tax Exemption Certification is renewable and a current certification must be on file in our office for you to receive this exemption. Processing fees for renewals, assignments (name changes), and modifications are non-taxable. Do not add tax to any of these invoices. The tax will always be included on the invoice if applicable.

Your cooperation and assistance are appreciated. If you have any questions regarding this matter, please contact me at (850) 245-2720 or by email Celeda.Wallace@dep.state.fl.us.

Sincerely,

A handwritten signature in cursive script that reads "Celeda Wallace".

Celeda Wallace
Government Operations Consultant I
Department of Environmental Protection
Bureau of Public Land Administration
Division of State Lands

msj/cw

Enclosures (Lease, Billing Information Form & Invoice)
By Fed Ex

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

BOT FILE NO. 440027185

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to 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 31, Township 68 South, Range 25 East, in Key West Bight, Monroe County, containing 465.052 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 6, 2006 and May 11, 2009.

TO HAVE THE USE OF the hereinabove described premises from May 15, 2011, the effective date of this lease renewal, through May 15, 2021, 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 188-slip commercial docking facility and the dredging thereof, 2 historically registered buildings on stilts and concrete causeway, and non-water dependent portions of two upland restaurants (the Half Shell Raw Bar and Turtle Krawls), 2 non-water dependent covered areas, and a public boardwalk exclusively to be used for mooring of recreational vessels, commercial tour/charter vessels, commercial fishing vessels, commercial high-speed ferry vessels, commercial salvage vessels and rental vessels in conjunction with an upland city owned commercial rental properties, including restaurants, dive centers, retail shops and associated parking lots, with 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 with liveaboards 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 Nos. 442678425, dated August 3, 1995, 442809145, dated September 17, 1996, modified November 12, 1996, 44-0137939-001, dated June 22, 1998, 63207-019-DWC, dated July 8, 1999, 44-0137939-005, dated June 12, 2008, Environmental Resource Deminimus Exemption No. 44-0137939-003, dated August 23, 1999, and Marine Turtle Permit No. TP#101, dated February 1, 1999, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted in Attachment A of this modified lease shall be completed no later than June 12, 2013. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 13, herein. All of the foregoing subject to the remaining conditions of this lease.

[0101]

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$50,592.51, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The Lessee shall pay the base rate for 461,459 square feet (\$50,592.51); and the Lessee shall pay a negotiated rate of \$9.60 per square foot for 436 square feet, non-water dependent structures (\$4,185.60), to be adjusted annually based on the change in the consumer price index, and the Lessee shall pay ten times the base rate for 207 square feet of non-water dependent structures (\$327.35), and 2,950 square feet with fees waived. 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 renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal 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) 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 renewal 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 State of Florida Department of Environmental Protection Consolidated Environmental Resource Permits, Environmental Resource Deminimus Exemption and Marine Turtle Permit. 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 renewal, 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 RENEWAL: This lease renewal 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. 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, Florida
525 Angela Street
Key West, Florida 33041

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 renewal.

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

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 renewal 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 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 renewal 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.

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 renewal, 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. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal 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.

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

24. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal 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.

25. ADVERTISEMENTS/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 agreement.

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. LIVEABOARDS: 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. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the docking facility which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

B. During the term of this lease and all subsequent renewal periods, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Environmental Resource Permit No. 44-0137939-005 dated June 12, 2008.

C. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

D. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

E. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

F. The Lessee shall immediately implement all aspects of the State of Florida Department of Environmental Protection approved Marina Operations and Management Plan ("Plan"), originally dated February 22, 2006, as may be amended from time to time. The Lessor and the Lessee shall review the Plan no less than once annually to determine if any changes in the marina operations require modification of the Plan. Any changes to the Plan (whether required by the Lessor or requested by the Lessee) require the prior written approval of the State of Florida Department of Environmental Protection, South District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, Florida 33050.

G. The Lessee shall ensure that vessels mooring along the extended Pier H-1 shown on Attachment A shall be limited to those with beams of the less than 15 feet to ensure a 25-foot setback from the Lessee's riparian line.

H. Throughout the term of this lease and all subsequent renewals or modifications, Lessee shall use a State of Florida Department of Environmental Protection approved wet slip user agreement to assign or transfer the right to use a wet slip at the docking facility to a third party. The wet slip user agreement shall include provisions acceptable to the State of Florida Department of Environmental Protection.

I. The Lessee shall not change the use of, expand or modify the non-water dependent structures depicted and described on Attachment A without the Lessor's prior written authorization.

J. By April 29, 2012, the Lessee shall provide acceptable documentation to the Lessor that indicates the dates of construction of the non-water dependent structures depicted and described on Attachment A. The Lessor shall use this information to determine whether these structures shall remain subject to a lease fee pursuant to subparagraph 18-21.011(1)(b)6., Florida Administrative Code.

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

L. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal periods, reflective markers and lighted aids to navigation at the waterward end of each main pier near the federally maintained navigation channel shown on the survey of the docking facility and shall operate said lights at night or in conditions of reduced visibility.

M. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, to the waterward face of the portions of the Harborwalk as shown on sheets 3 and 4 of State of Florida Department of Environmental Permit/Certification No. 442678425, dated August 3, 1995. To ensure compliance, the Lessee agrees to place and maintain: (1) a 3-foot high railing along the prescribed areas; and (2) signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

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

O. For vessels with functional heads without holding tanks, the Lessee shall affix an approved seal (e.g., the type used on water meters) on the closed sea cock of each liveaboard vessel that will remain in the wet slip for more than seven consecutive days. The Lessee shall inspect these seals each 30 days (to assure that the sea cock remains closed) and record this in a log which will remain available for inspection by regulatory agencies, during normal working hours.

The log entries shall include the following:

- a. date of inspection;
- b. an entry that the seal has remained intact;
- c. identification of the vessel (e.g., name, number); and
- d. signature of the inspector.

P. Upon entering the leased premises or upon registering with the dockmaster, all vessels shall have their sewage holding tanks inspected. All vessels shall have their sewage holding tanks emptied into the sewage pumpout facility prior to mooring. Absolutely no dumping of sewage in any area within the leased premises shall be allowed except at the pumpout station or by an authorized pumpout vessel. All "liveaboard" vessels will be required to have their tanks pumped at the approved station or by an approved vessel not less than every ten days without fail. All "liveaboard" vessels shall be pumped out prior to leaving the docking facility. The Lessee shall maintain daily records of vessels using the pumpouts and specifically identify those that are liveaboards at the docking facility. Copies of the logs shall be submitted to the State of Florida Department of Environmental Protection, South District Branch Office, at 2796 Overseas Highway, Suite 221, Marathon, FL 33050 on an annual basis no later than 60 days after each anniversary of the effective date of this lease.

Q. The Lessee shall inform all wet slip occupants in writing of the availability and requirement to use the sewage pumpout facilities provided at the docking facility. The Lessee shall also advise all wet slip occupants that no overboard discharges of trash, human or animal waste, including fish carcasses, shall occur at the leased premises at any time. Discharge from any holding tank or marine sanitation device, including those approved by the United States Coast Guard is strictly prohibited within the leased premises.

R. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

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

T. To comply with the provisions of subparagraph 18-21.0041(1)(b)5., Florida Administrative Code, the Lessee shall implement a water quality monitoring plan included herein as Attachment C. The initial sampling event shall be within 90 days of the Lessee's receipt of a fully executed lease. Subsequent annual analysis shall be submitted on each anniversary date of the initial sampling event. All analysis reports shall be submitted to the State of Florida Department of Protection, South District, at 2295 Victoria Avenue, Suite 364, Fort Myers, Florida 33901, within 30 days of the Lessee's receipt of the data from the laboratory providing the data. After two annual monitoring events, the Lessee may request termination or modification of this monitoring requirement. The existing water quality may not currently meet Class III Standards. The Lessee will not be held responsible for correction of water quality problems for pollutants caused by third parties not under the control of the Lessee.

WITNESSES:

Original Signature _____

Print/Type Name of Witness _____

Original Signature _____

Print/Type Name of Witness _____

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

(SEAL)

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, 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:

DEP Attorney _____

Notary Public, State of Florida _____

Printed, Typed or Stamped Name _____

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

Original Signature _____

Typed/Printed Name of Witness _____

Original Signature _____

City of Key West, Florida (SEAL)

BY:

Signature of Executing Authority
Typed/Printed Name of Executing Authority
City Manager
Title of Executing Authority

Typed/Printed Name of Witness _____

"LESSEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, 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
_____, as identification.

My Commission Expires: _____

Signature of Notary Public _____

Notary Public, State of _____

Printed, Typed or Stamped Name _____

Commission/Serial No. _____

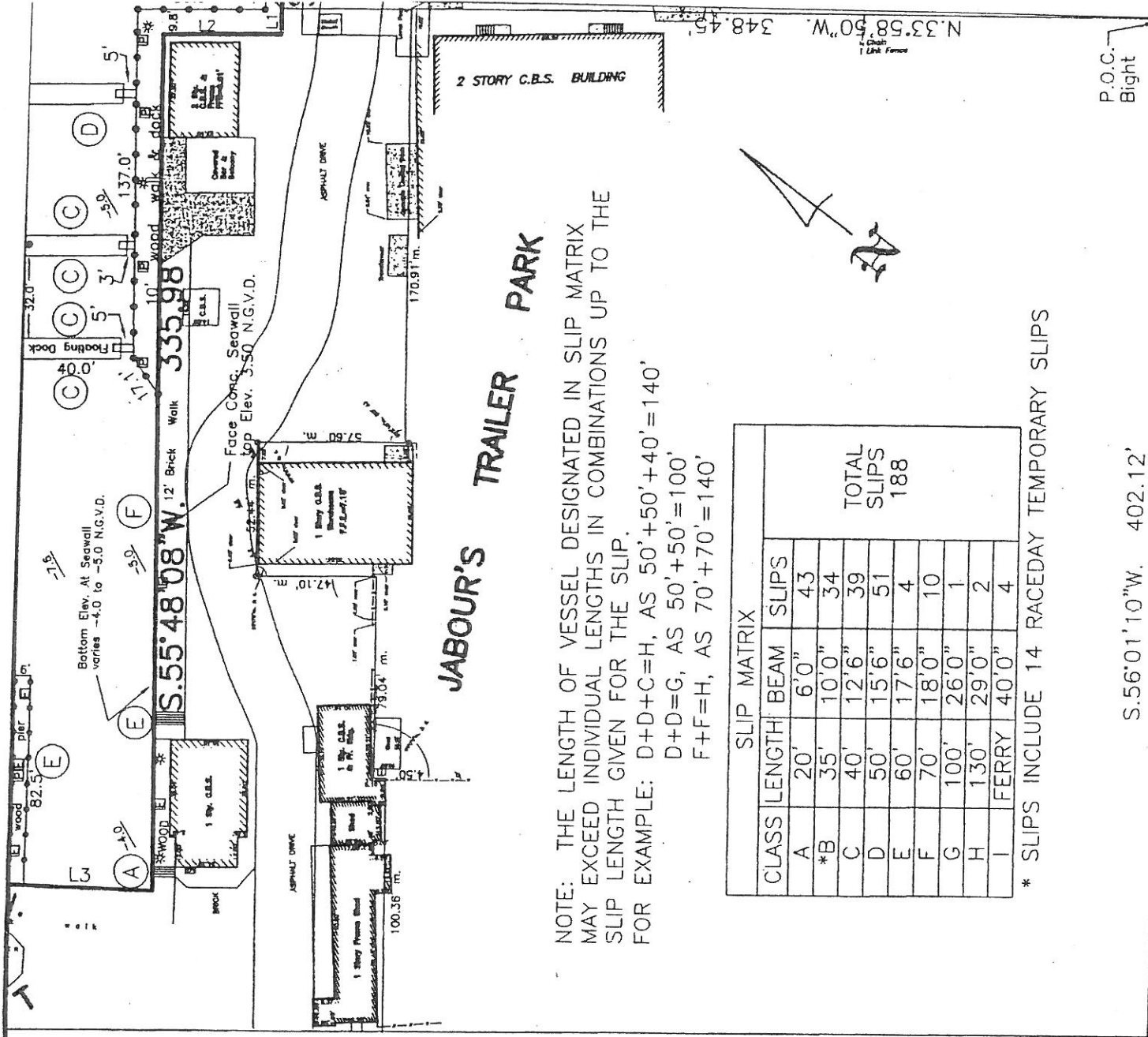
My Notes

8110

30

© 2010 May 14 @ 23:11 Microsoft

FLIZABETH STREET (50' R/W)



NOTE: THE LENGTH OF VESSEL DESIGNATED IN SLIP MATRIX MAY EXCEED INDIVIDUAL LENGTHS IN COMBINATIONS UP TO THE SLIP LENGTH GIVEN FOR THE SLIP.
FOR EXAMPLE: D+D+C=H, AS 50'+50'+40'=140'
D+D=G, AS 50'+50'=100'
F+F=H, AS 70'+70'=140'

SLIP MATRIX			
CLASS	LENGTH	BEAM	SLIPS
A	20'	6'0"	43
*B	35'	10'0"	34
C	40'	12'6"	39
D	50'	15'6"	51
E	60'	17'6"	4
F	70'	18'0"	10
G	100'	26'0"	1
H	130'	29'0"	2
I	FERRY	40'0"	4
TOTAL			SLIPS 188

* SLIPS INCLUDE 14 RACEDAY TEMPORARY SLIPS

S.56°01'10"W. 402.12'

P.O.B.
Latitude: 24°33'19"
Longitude: 81°47'07"

N 85358.37
W 388698.09

City of Key West
Key West Bight

BOUNDARY SURVEY
PROPOSED IMPROVEMENTS

Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. No.: 06-387
Date: 10/6/06		Flood Zone: AE-VF	Dwn. By: F.H.H.

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"x11"

c:\drawings\city of key west\bight-bay bottombottom

Sheet 1 of 21

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

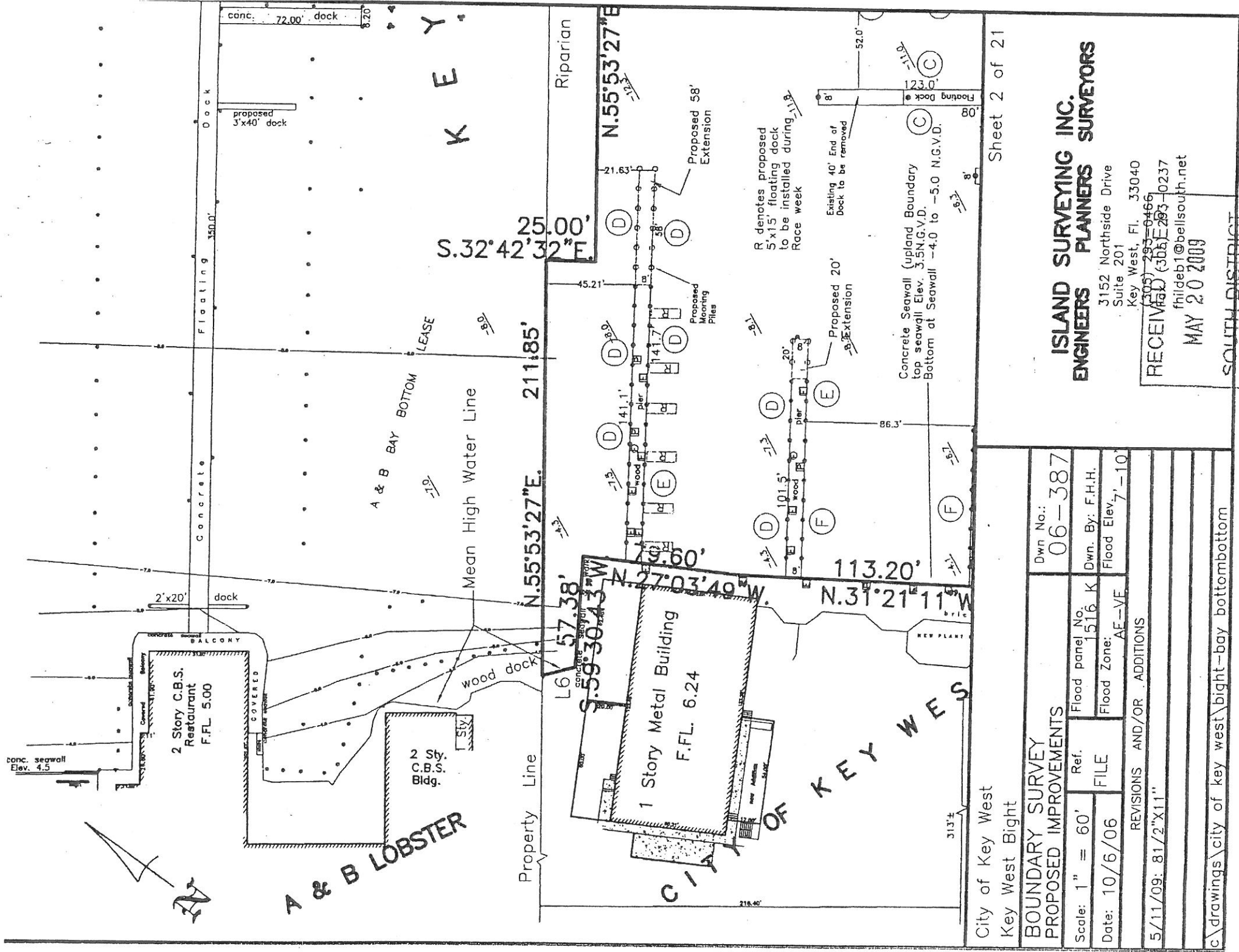
3152 Northside Drive
Suite 201

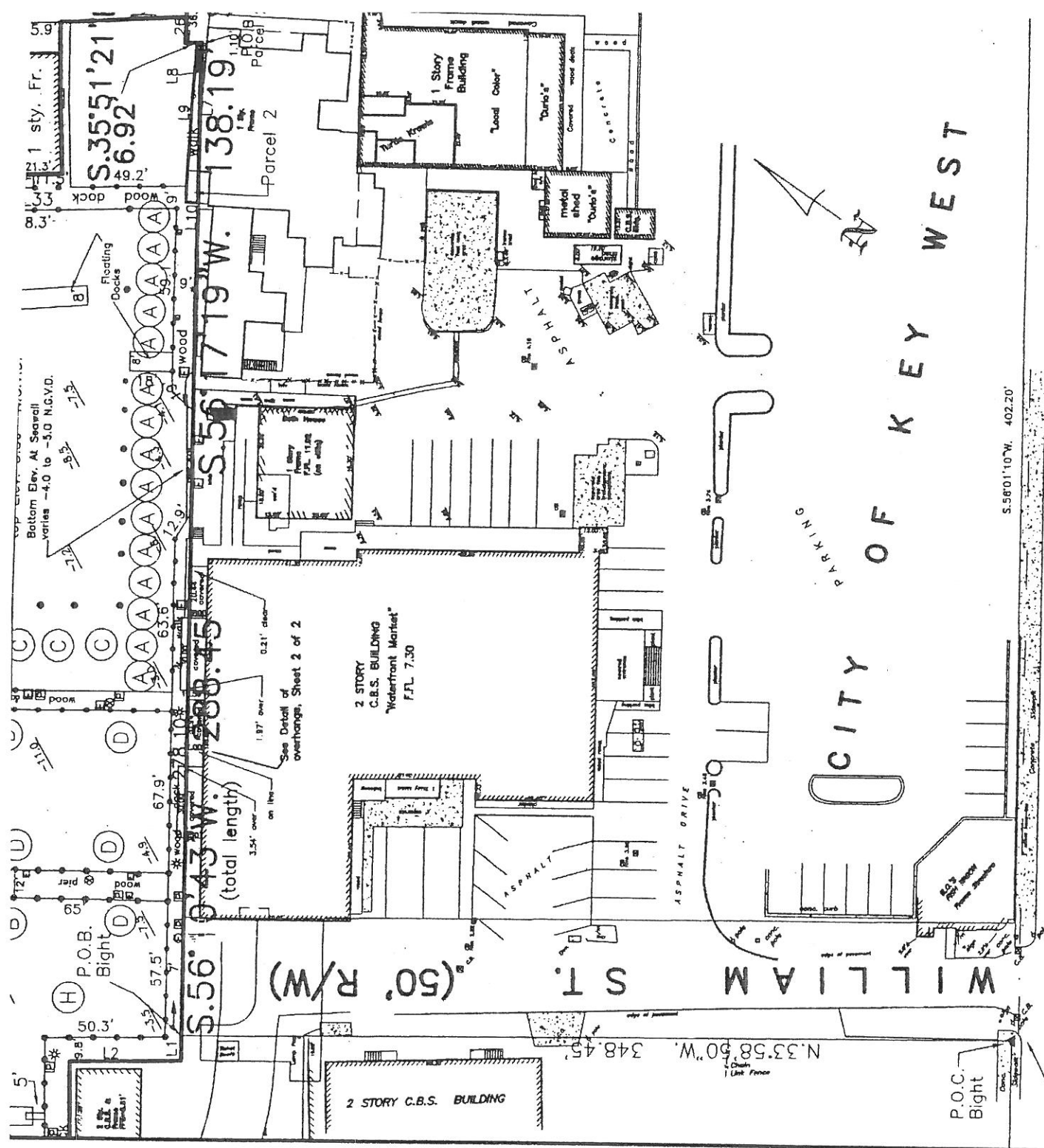
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(305) 293-0466

MAY 20 2009 (305) 293-0237

mailto:info@bellsouth.net

SOUTH DISTRICT





City of Key West Key West Bight		Sheet 3 of 21	
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Dwn No.: 06-387	
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AF-VF	Flood Elev. 7'-10'
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
c:\drawings\city of key west\bight-bay bottombottom			
ISLAND SURVEYING INC. ENGINEERS PLANNERS SURVEYORS		3152 Northside Drive Suite 201 Key West, FL 33040 RECEIVED (305) 293-0466 Fax: (305) 293-0237 MAY 20 2009 may20@islandsurveying.com	
SOUTH DISTRICT			

LINE TABLE

Line	Bearing	Distance
L1	S.56°10'43"W.	10.35'
L2	N.34°37'13"W.	46.66'
L3	N.31°37'18"W.	62.66'
L6	N.48°42'33"W.	17.16'
L18	S.62°40'28"E.	13.39'
L19	N.81°38'02"E.	21.57'
L20	S.35°51'21"E.	6.92'

Federal maintained
shipping Channel Line

N.36°55'59"W.

B

T

S

E

G
H
T

K
E
Y

55.50' 24' conc. 110.00' dock 7.5' 57.57'

conc. 72.00' dock 8.20'

proposed
3'x40' dock

7'x8.3'
dock masters
office

Riparian Line

N.55°53'27"E.

228.68'

8.26± AC

Proposed 58'
Extension

Proposed
paving dock
stalled during
sk

ing 40' End of
to be removed

ndary
-5.0 N.G.V.D.

32.0'

123.0'

65.5'

12'

121.0'

310.1'

310.1'

265.3'

299.5'

30'

27.47'

130.2'

116.5'

116.5'

116.5'

116.5'

116.5'

116.5'

116.5'

116.5'

116.5'

City of Key West
Key West Bight

BOUNDARY SURVEY
PROPOSED IMPROVEMENTS

Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.	Dwn. No.: 06-387
Date: 10/6/06	Flood Zone: AE-VF	Flood Elev.: 7'-10"		

REVISIONS AND/OR ADDITIONS

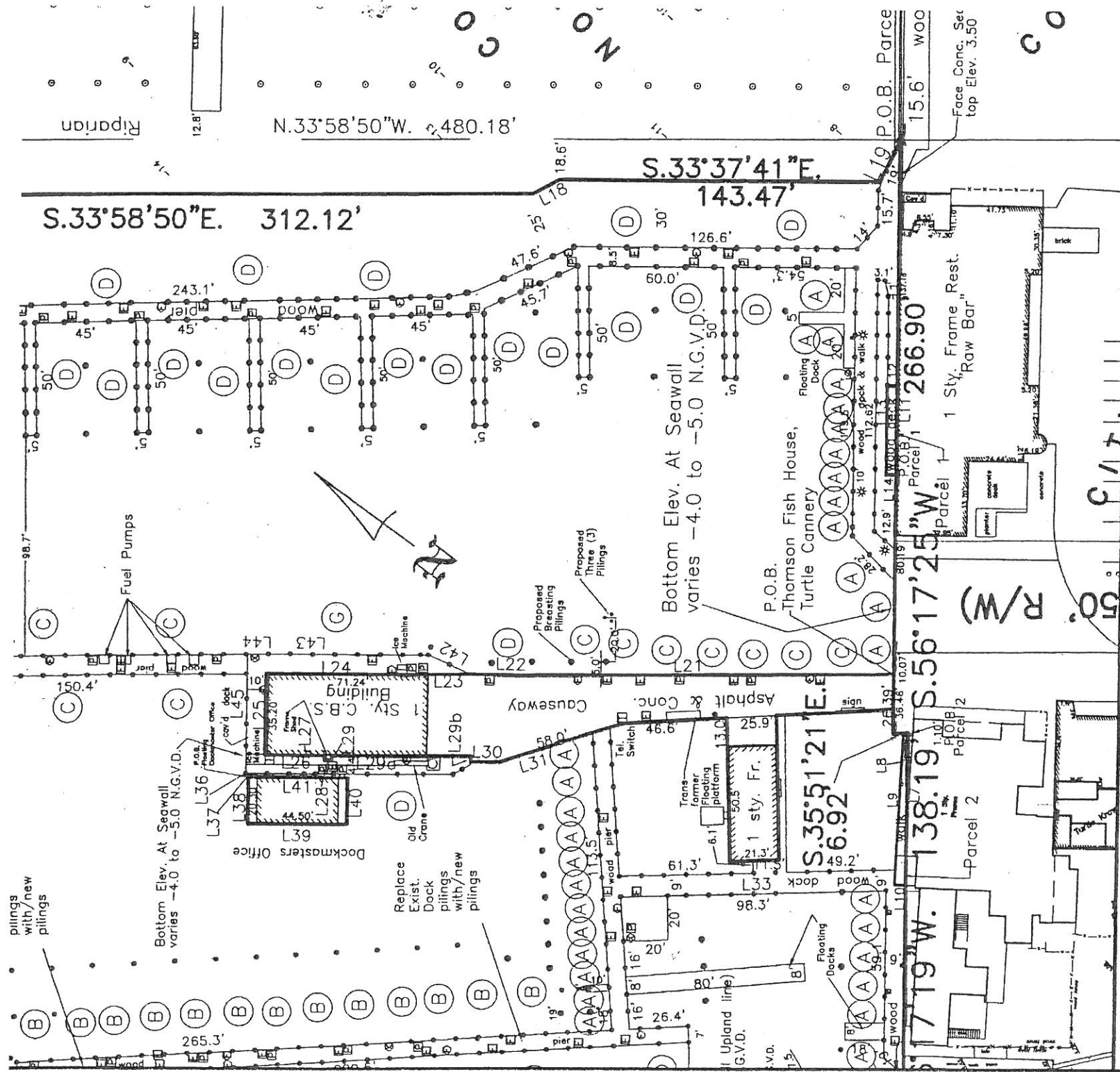
5/11/09: 81/2"x11"

Drawings City of Key West Bight - have bottom

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Sheet 4 of 21



City of Key West
Key West Bight

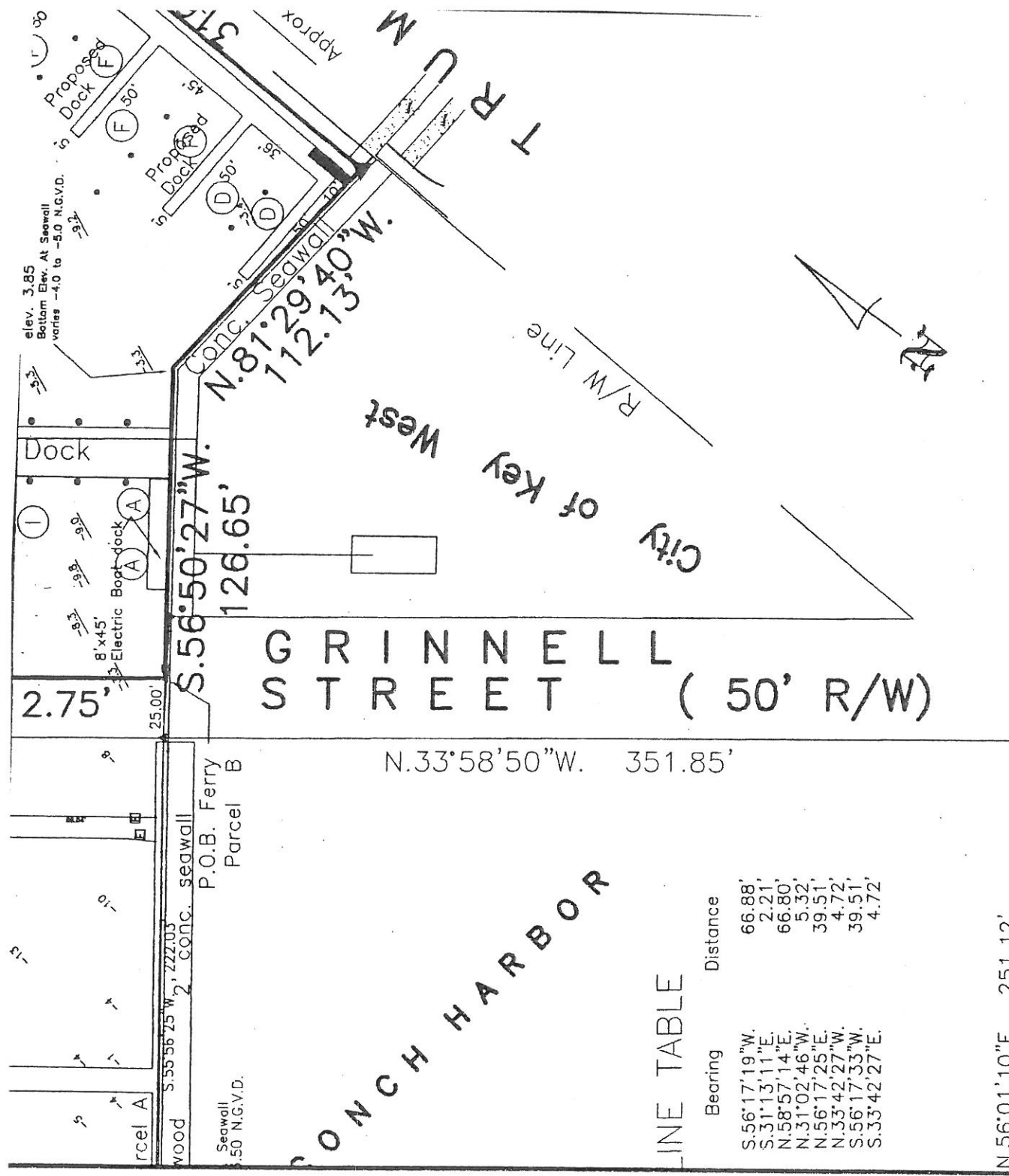
BOUNDARY SURVEY PROPOSED IMPROVEMENTS			Dwn No.: 06-387
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AF-YF	Flood Elev. 7'-10"
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
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SOUTH DISTRICT

Sheet 6 of 21



Benchmark PK &
Disc 6" Offset
FHH 2749
3.52'

P.O.C. Ferry
Parcel B
(50' R/W)

LINE TABLE

Bearing	Distance
S.56°17'19"W.	66.88'
S.31°13'11"E.	2.21'
N.58°57'14"E.	66.80'
N.31°02'46"W.	5.32'
N.56°17'25"E.	39.51'
N.33°42'27"W.	4.72'
S.56°17'33"W.	39.51'
S.33°42'27"E.	4.72'

R E E T (50' R/W)

N.56°01'10"E. 251.12'

City of Key West Key West Bight		Sheet 7 of 21	
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Dwn No.: 06-387	
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AF-VE	Flood Elev. 7'-10"
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
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info@bellsouth.net

RECEIVED - District
MAY 20 2009
SOUTH DISTRICT

U.S. ARMY C.O.E.
MONUMENT FND. "KH-19 1963"
N: 85,512.14
E: 390396.24
5.98' NGVD 29

PIER D 1
U.S. COAST GUARD

S.32°31'28"E. 777.90'

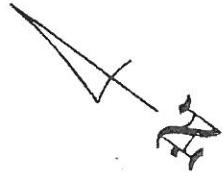
U.S. ARMY C.O.E.
MONUMENT FND.
"KH-17 1963"
N: 84856.237
E: 390814.491
6.06' NGVD 29

N.04°32'54"E.
57.36'

Ferry Maneuvering
Zone

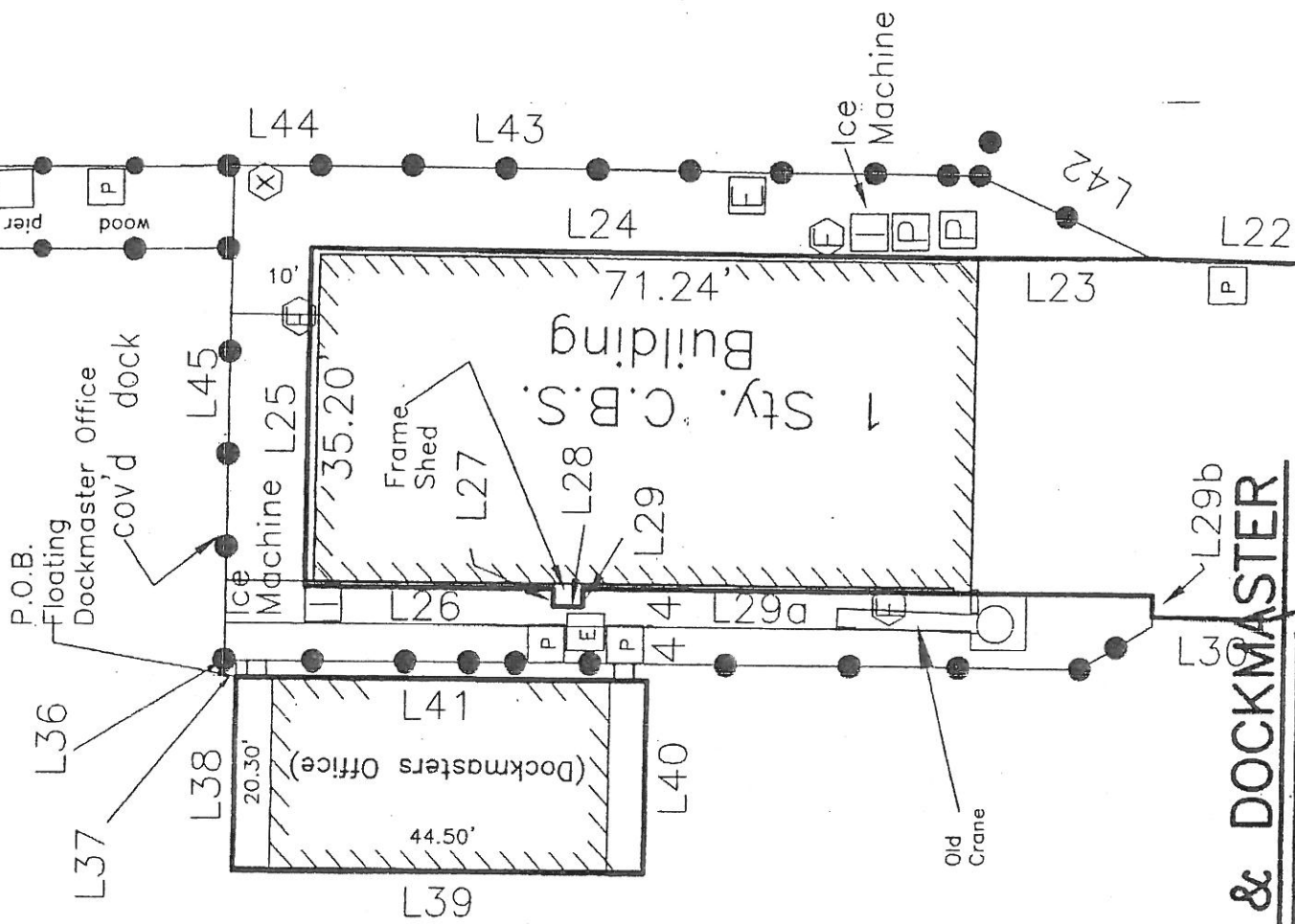
Mean High Water Line

City of Key West Key West Bight		Sheet 9 of 21	
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		ISLAND SURVEYING INC. ENGINEERS PLANNERS SURVEYORS 3152 Northside Drive Suite 201 Key West, FL 33040 (305) 293-0466 Fax: (305) 293-0237 rhildeb1@bellsouth.net	
Scale: 1" = 60'	Ref. FILE	Dwn No.: 06-387	RECEIVED - D. Key West, FL 33040 (305) 293-0466 MAY 20 2009 rhildeb1@bellsouth.net
Date: 10/6/06	Flood panel No. 1516 K	Dwn. By: F.H.H.	SOUTH DISTRICT
Flood Zone: AE-VF		Flood Elev. 7'-10'	
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
c:\drawings\city of key west\bight-bay bottom\bottom			



LINE TABLE

Line	Bearing	Distance
L21	N.33°56'36"W.	168.79'
L22	N.32°21'30"W.	20.97'
L23	N.33°59'17"W.	19.07'
L24	N.33°19'42"W.	72.24'
L25	S.56°40'18"W.	36.40'
L26	S.33°19'42"E.	26.89'
L27	S.56°40'18"W.	1.95'
L28	S.33°19'42"E.	3.25'
L29	S.56°40'18"E.	1.95'
L29a	S.33°19'42"E.	61.89'
L29b	S.57°17'34"W.	2.31'
L30	S.32°42'26"E.	12.66'
L36	S.33°19'42"E.	1.30'
L37	S.56°40'18"W.	1.75'
L38	S.56°40'18"W.	20.80'
L39	S.33°19'42"E.	44.50'
L40	N.56°40'18"E.	20.80'
L41	N.33°19'42"W.	44.50'
L42	N.08°36'23"W.	20.99'
L43	N.33°19'42"W.	71.24'
L44	N.34°19'30"W.	9.60'
L45	S.56°40'18"W.	53.23'



DETAIL, CANNERY & DOCKMASTER

City of Key West
Key West Bight

BOUNDARY SURVEY PROPOSED IMPROVEMENTS

Dwn No.:
06-387

Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AE-VF	Flood Elev. 7'-10'

REVISIONS AND/OR ADDITIONS

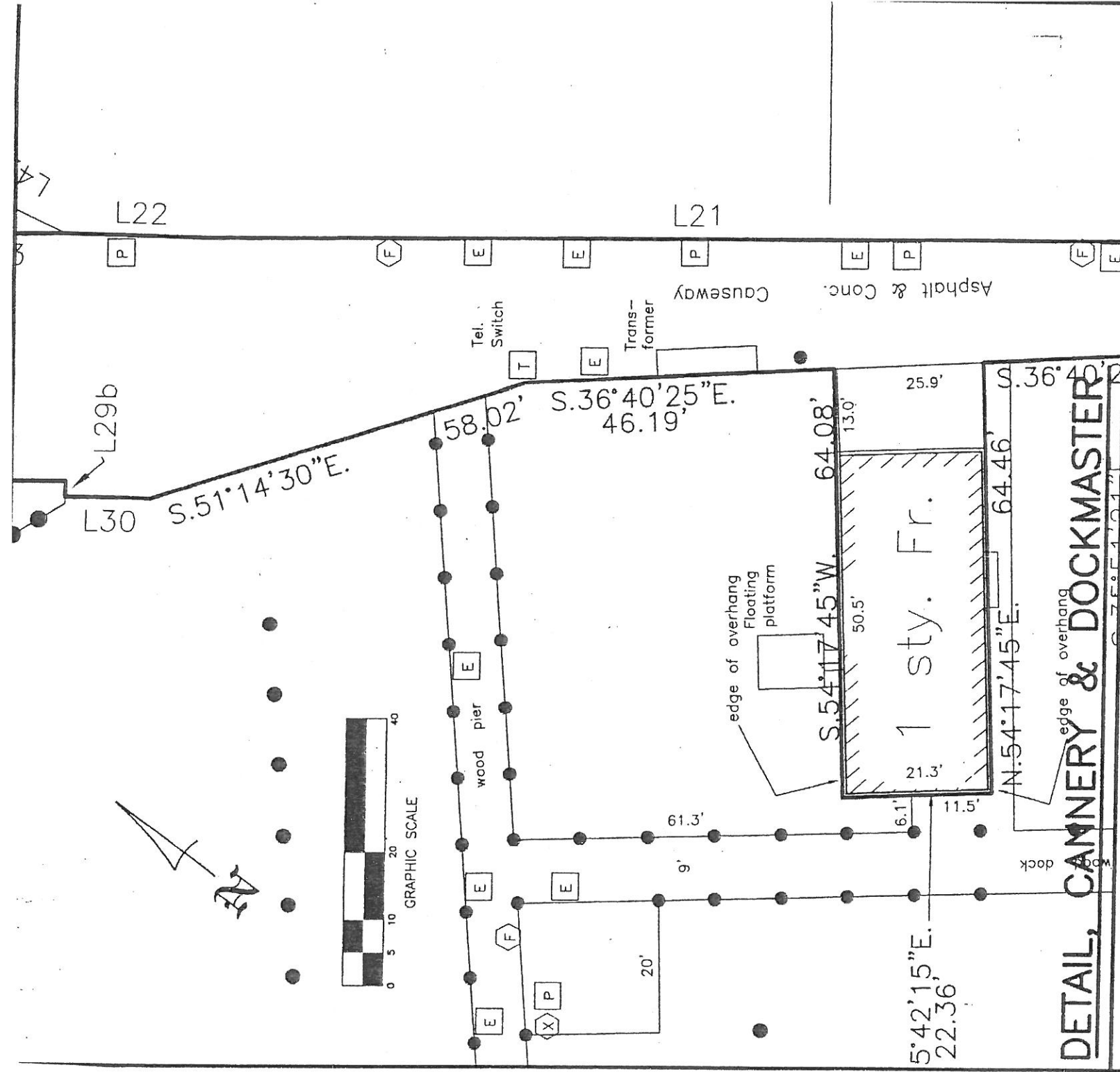
5/11/09: 81/2"x11"

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Sheet 10 of 21

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(305) 293-0237
fhildeb1@bellsouth.net
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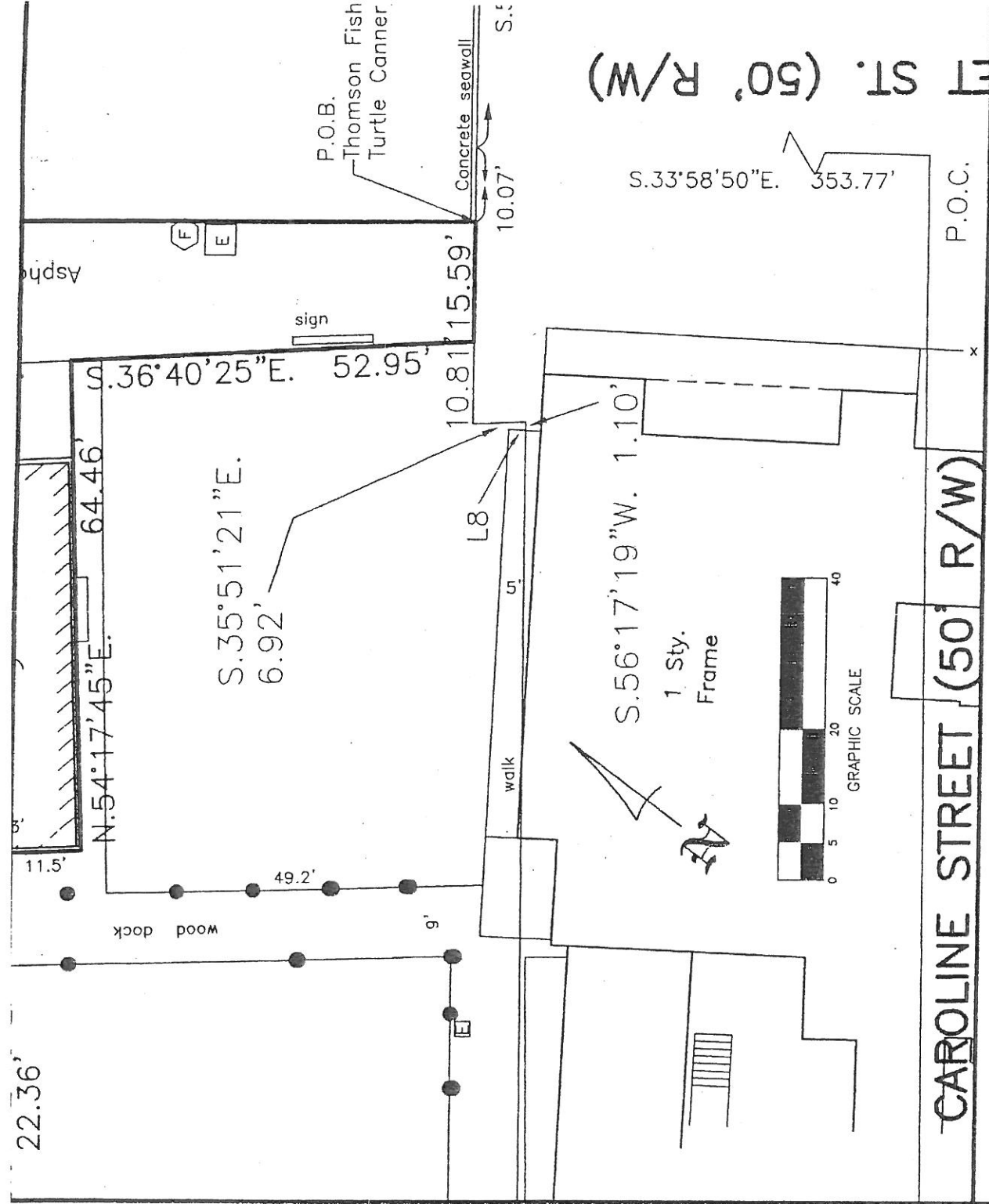
DETAIL, CANNERY & DOCKMASTER

City of Key West Key West Bight		Dwn No.: 06-387	
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Flood panel No. 1516 K	Dwn. By: F.H.H.
Scale: 1" = 60'	Ref. FILE	Flood Zone: AF-VE	Flood Elev. 7'-10'
Date: 10/6/06	REVISIONS AND/OR ADDITIONS		
5/11/09: 81/2"x11"			
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Sheet 11 of 21

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS
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Email: info@islandsurveying.com

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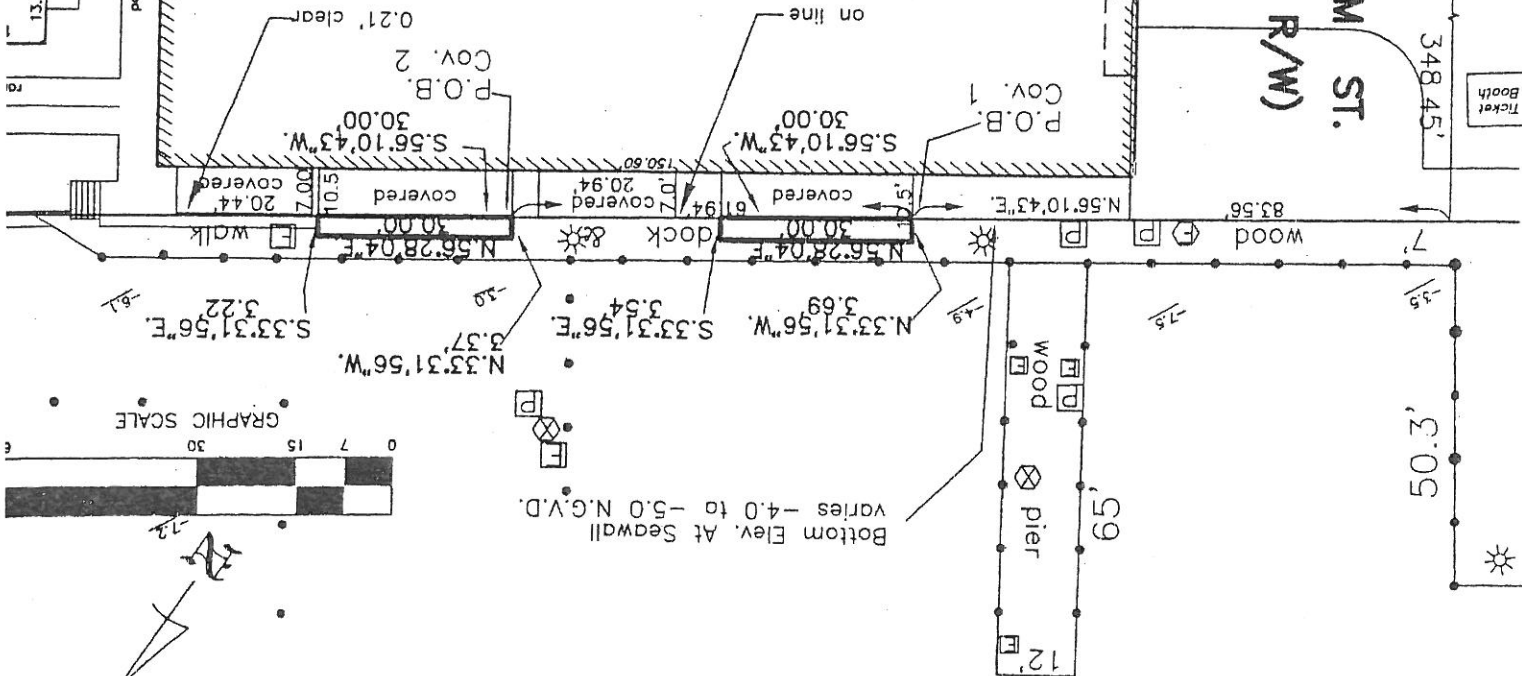
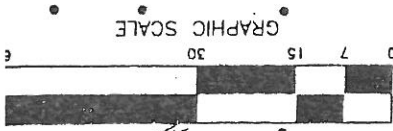
City of Key West Key West Bight		Dwn No.: 06-387	
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Flood panel No. 1516 K	Dwn. By: F.H.H.
Scale: 1" = 60'	Ref. FILE	Flood Zone: AE-VE	Flood Elev. 7'-10"
Date: 10/6/06	REVISIONS AND/OR ADDITIONS		
5/11/09: 81/2"x11"			
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Sheet 12 of 21

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

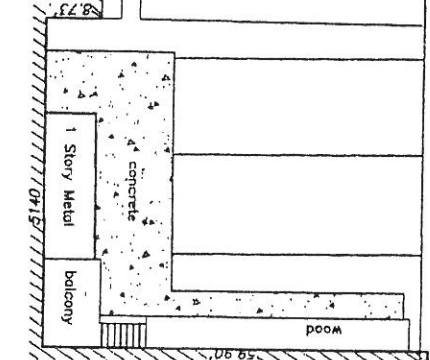
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313 E. Northside Drive
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May 20 2005 293-0466
Fax: (305) 293-0237
SOUTH DIAL@aol.com bellsouth.net

KEY WEST BIGHT



2 STORY
C.B.S. BUILDING
"Waterfront Market"
F.F.L. 7.30

DETAIL COVERED AREA



WILLIAM ST.
(50' R/W)
CAROLINE ST.
Overhangs
P.O.C.
N.33°58'50"W. 348.45'

City of Key West Key West Bight		Dwn No.: 06-387	
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Flood panel No. 1516 K	Dwn. By: F.H.H.
Scale: 1" = 60'	Ref. FILE	Flood Zone: AE-VF	Flood Elev.: 7'-10'
Date: 10/6/06	REVISIONS AND/OR ADDITIONS		
5/11/09: 81/2"x11"			
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Sheet 13 of 21

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

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Suite 201
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237
thildeb1@bellsouth.net

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MAY 20 2009

SOUTH DISTRICT

LINE TABLE

Line	Bearing	Distance
L7	S.56°17'19"W.	66.88'
L8	S.31°13'11"E.	2.21'
L9	N.88°57'14"E.	66.80'
L10	N.31°02'46"W.	5.32'

S. 35°51'21" E
6.92"

L8

L9

L7

P.O.B.
Parcel 2

1 Sty.
Frame

Parcel 2

L10

walk

S.56°17'25"W.
36.46'

S.56°17'25"W.
1.10'

S.33°58'50"E. 353.77'

GRAPHIC SCALE

CAROLINE STREET (50' R/W)

P.O.C.
Parcel 1
Parcel 2

City of Key West
Key West Bight

BOUNDARY SURVEY
PROPOSED IMPROVEMENTS

Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn No.: 06-387
Date: 10/6/06	Flood Zone: AF-VF	Flood Elev. 7'-10'	Dwn. By: F.H.H.

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"X11"

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Sheet 14 of 21

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

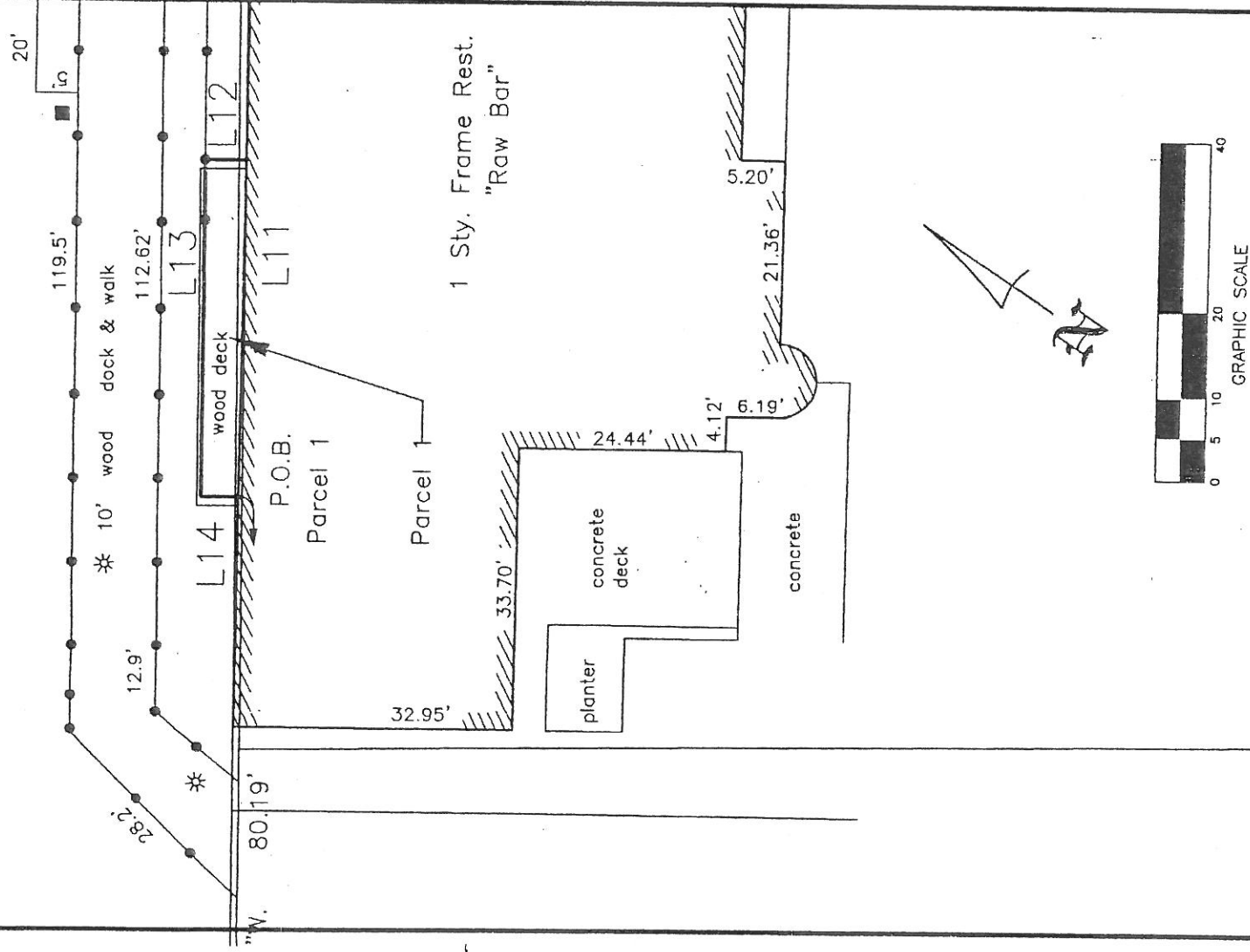
3152 Northside Drive
Suite 201
Key West, FL 33040

(305) 293-0466
fhldeb1@bellsouth.net

MAY 20 2009

SOUTH DISTRICT

Dock



City of Key West
Key West Bight

BOUNDARY SURVEY
PROPOSED IMPROVEMENTS

Scale: 1" = 60'
Date: 10/6/06
Ref. FILE
Flood panel No. 1516 K
Flood Zone: AF-VF
Flood Elev. 7'-10"

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"x11"

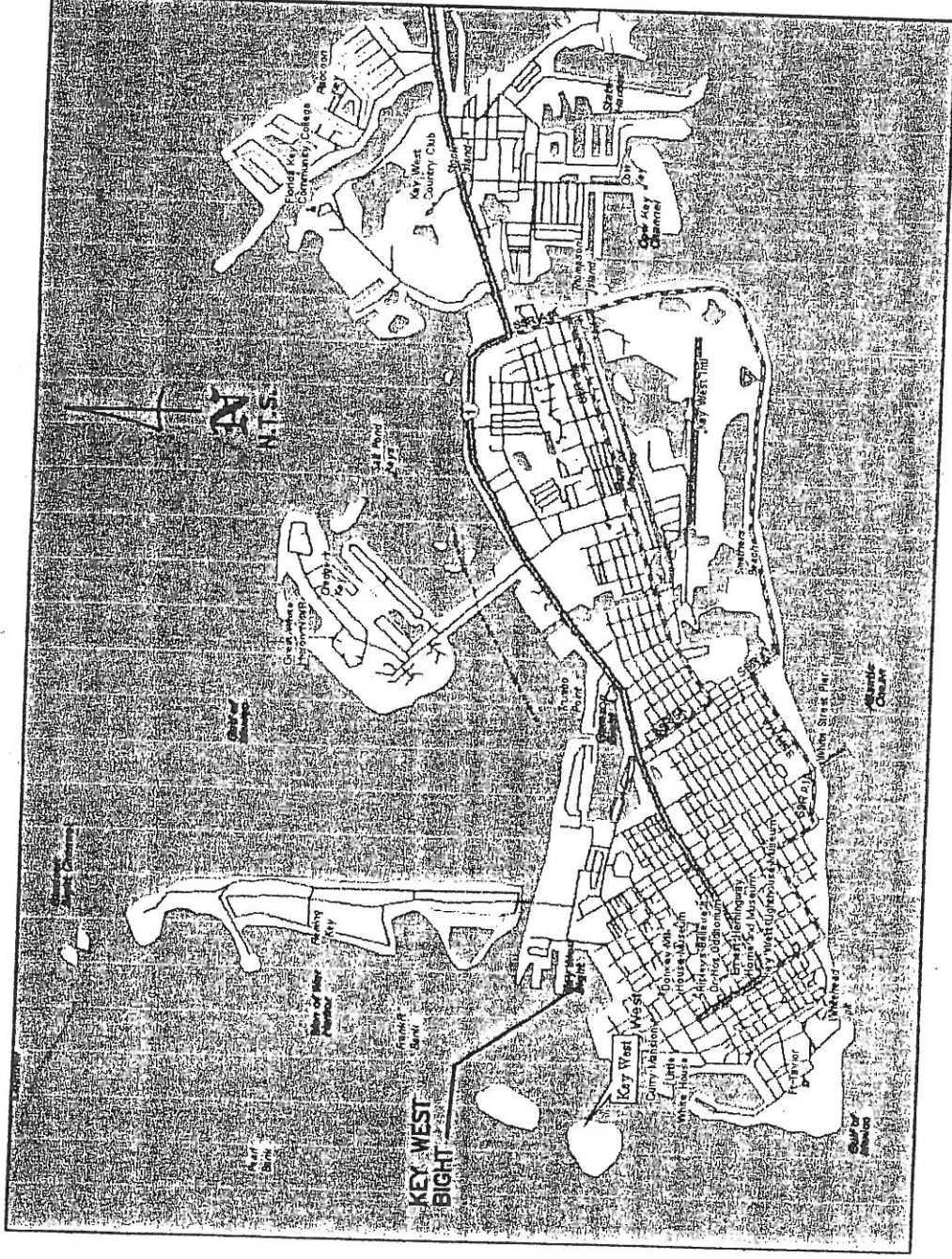
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ENGINEERS P. PLANNERS SURVEYORS
ISLAND SURVEYING INC.

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152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax (305) 293-0237
hildeb1@bellsouth.net

SOUTH DISTRICT



Legal Description: Covered Area 2:

(Prepared by undersigned)

Commence at the intersection of the Northwestern Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of William Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of William Street for 348.45 feet to the face of a concrete seawall; thence N 56°10'43" E along the concrete seawall for a distance of 145.50 feet to the Point of Beginning; thence N 33°31'56" W for 3.37 feet; thence N 56°28'04" E for 30.00 feet; thence S 33°31'56" E for 3.22 feet; thence S 56°10'43" W for 30.00 feet to the Point of Beginning.
Parcel contains 98.97 square feet more or less.

City of Key West		Sheet 16 of 21	
Key West Bight			
BOUNDARY SURVEY PROPOSED IMPROVEMENTS		Dwn No.: 06-387	
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06		Flood Zone: AE-VF	Flood Elev. 7'-10'
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"x11"			
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RECEIVED - L&L R305		MAY 20 2009	
SOUTH DISTRICT			

Legal Description:

(Prepared by Undersigned) (Ferry)

A parcel of Submerged land lying and being in Section 31, Township 68 South Range 25 East, Island of Key West, Monroe County, Florida, and a part of Key West Bight and being more particularly described as follows: Commencing at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of Grinnell Street; thence N.33°58'50"W., along the said Southwesterly Right-of-Way Line of Grinnell Street a distance of 351.85 feet to the seaward face of a concrete seawall lying on the Key West Bight; thence N.56°50'27"E. along the face of a concrete seawall, for a distance of 25.00 feet and the Point of Beginning; thence N 33°58'50" W for 412.75 feet to the federally Maintained Shipping Channel Line; thence S 86°27'30" E and along the said Federally Maintained Shipping Line for a distance of 365.46 feet; thence N 04°32'54" E for 57.36 feet; thence S 82° 58'21" E for 104.99 feet to the Approximate Mean High Water line (Elev. 0.92 N.G.V.D., 1929); thence meander the said Mean High Water Line in a Southerly direction for 316.7 feet, more or less to the face a Concrete Seawall; thence N 81°29'40" W along the said concrete seawall for a distance of 112.13 feet, more or less; thence S 56°50'27" W and continuing along the face of the concrete seawall for 126.65 feet to the Point of Beginning. Parcel contains 105,189.8 square feet or 2.438 acres, more or less.

SURVEYOR'S NOTES:

1. North arrow based on plat assumed median
2. Reference Bearing: NAD 27,
3. 3.4 denotes existing elevation
4. Elevations based on N.G.V.D. 1929 Datum
5. Bench Mark No.: Basic Elevation: 14.324
6. The approximate NGVD Elev. for MHW is 0.90' and the Safe Upland Line is Elev. 1.4 NGVD as approved by the FLDNR/BSM on October 5, 1987. Mean Low Water Elevation is (-)0.4 NGVD.
7. Safe upland Line lies along side Concrete Seawall. Elevation on top of seawall varies from 3.14 to 3.34 NGVD.
8. Bearings based on State Plane Coordinate System NAD 27, Florida East Zone and the Army Corps of Engineers monuments KH-17 1963 and KH-19 as being S 32°31'28" E
9. This survey is certified to the State of Florida Board of Trustees.
10. The survey shows water depths referenced to the mean low water in the lease area and out to the navigation channel.

City of Key West		Sheet 17 of 21	
Key West Bight			
BOUNDARY SURVEY		ISLAND SURVEYING INC.	
PROPOSED IMPROVEMENTS		ENGINEERS PLANNERS SURVEYORS	
Scale: 1" = 60'	Ref. FILE	Dwn No.: 06-387	3152 Northside Drive Suite 201 Key West, Fl. 33040
Date: 10/6/06	Flood panel No. 1516 K	Dwn. By: F.H.H.	RECEIVED - D. H. H. (293-0466)
Flood Zone: AF-YE		Flood Elev.: 7'-10"	Fax: (305) 293-0237
REVISIONS AND/OR ADDITIONS		MAY 20 2009	
5/11/09; 81/2"x11"		thildeb1@bellsouth.net	
c:\drawings\city of key west\bight-bay bottom		SOUTH DISTRICT	

Parcel 1:

Commence at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of Margaret Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of Margaret Street for 353.77 feet; thence N 56°17'25" E for a distance of 80.19 feet to the Point of Beginning; thence continue N 56°17'25" E for a distance of 39.51 feet; thence N 33°42'27" W for a distance of 4.72 feet; thence S 56°17'33" W for a distance of 39.51 feet; thence S 33°42'27" E for a distance of 4.72 feet back to the Point of Beginning.

Parcel contains 185 square feet, more or less.

Parcel 2:

Commence at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of Margaret Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of Margaret Street for 353.77 feet; thence S 56°17'25" W for a distance of 36.46 feet; thence S 35°51'21" E for a distance of 6.92 feet; thence S 56°17'19" W for a distance of 1.10 feet to the Point of Beginning; thence continue S 56°17'19" W for a distance of 66.88 feet; thence N 31°02'46" W for a distance of 5.32 feet; thence N 58°57'14" E for a distance of 66.80 feet; thence S 31°13'11" E for a distance of 2.21 feet back to the Point of Beginning.

Parcel contains 251 square feet, more or less.

Legal Description: Floating Dockmaster Office

(Prepared by undersigned)

Commence at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of Margaret Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of Margaret Street for 353.77 feet; thence S 56°17'25" W for a distance of 10.07 feet to the edge of a concrete causeway; thence N 33°56'36" W. along said concrete causeway, a distance of 168.79 feet; thence N 32°21'30" W., a along said wooden dock, a distance of 20.99 feet; thence N 08°36'23" W. a distance of 71.24 feet; thence N 34°19'30" W., a distance of 9.60 feet; thence S 56°40'18" W., a distance of 53.23 feet to the edge of a wooden dock; thence S 33°19'42" E. along said wooden dock, a distance of 1.30 feet; thence S 56°40'18" E., a distance of 1.75 feet to the edge of the Dockmaster's Office and the Point of Beginning; thence following the edge of said Dock Master's Office for the following four terms; thence S 56°40'18" W., for a distance of 20.80 feet; thence S 33°19'42" E., for a distance of 44.50 feet; thence N 56°40'18" E., for a distance of 20.80 feet; thence N 33°19'42" W., for a distance of 44.50 feet back to the Point of Beginning.

Parcel contains 925 square feet or 0.02 acres, more or less.

City of Key West
Key West Bight

BOUNDARY SURVEY
PROPOSED IMPROVEMENTS:

Dwn No.:
06-387

Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06	Flood Zone: AF-VF	Flood Elev.: 7'-10'	

REVISIONS AND/OR ADDITIONS

5/11/09: 81/2"X11"

c:\drawings\city of key west\bight-bay bottombottom

Sheet 18 of 21

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

RECEIVED - D-31152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
MAY 20 2008 Box. (305) 293-0237
fhildeb1@bellsouth.net

SOUTH DISTRICT

Attachment A

Page 27 of 42 Pages
SSLL No. 440027185

Legal Description: Thomson Fish House and Turtle Cannery

(Prepared by undersigned)

Commence at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of Margaret Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of Margaret Street for 353.77 feet to the face of a concrete seawall; thence S 56°17'25" W along the face of the said concrete seawall for a distance of 10.07 feet to the edge of a concrete causeway and the Point of Beginning; thence N.33°56'36"W. along said concrete causeway, a distance of 168.79 feet; thence N.32°21'30"W., a distance of 20.97 feet; thence N 33°59'17" W for a distance of 19.07 feet; thence N 33°19'42" W for a distance of 72.24 feet; thence S 56°40'18" W for a distance of 36.40 feet; thence S 33°19'43" E for a distance of 26.89 feet; thence S 56°40'18" W for a distance of 1.95 feet; thence S 33°19'42" E for a distance of 3.25 feet; thence N 56°40'18" E for a distance of 1.95 feet; thence S 33°19'42" E for a distance of 61.89 feet; thence S 57°17'34" W for a distance of 2.31 feet; thence S.32°42'26"E., a distance of 12.66 feet; thence S.51°14'30"E., a distance of 58.02 feet; thence 36°40'25" E for a distance of 46.19 feet to the edge of a wood dock and an old Turtle cannery; thence S.54°17'45"W. along said wood dock and a building overhang, a distance of 64.08 feet to the edge of a wood dock and building overhang; thence S 35°42'15" E along an old dock and building overhang a distance of 22.36 feet; thence N 54°17'45' E along an old wood dock and building overhang a distance of 64.46 feet to an asphalt and concrete causeway; thence S 36°40'25" E along the concrete causeway 52.95 feet; thence N 56°17'25" E along a concrete seawall for 15.59 feet to the Point of Beginning. Parcel contains 9184 square feet or 0.21 acres, more or less.

Legal Description: Covered Area 1:

(Prepared by undersigned)

Commence at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of William Street, thence N 33°58'50" W along the said Southwesterly Right-of-Way Line of William Street for 348.45 feet to the face of a concrete seawall; thence N 56°10'43" E along the concrete seawall for a distance of 83.56 feet to the Point of Beginning; thence N 33°31'56" W for 3.69 feet; thence N 56°28'04" E for 30.00 feet; thence S 33°31'56" E for 3.54 feet; thence S 56°10'43" W for 30.00 feet to the Point of Beginning. Parcel contains 108.35 square feet more or less.

City of Key West		Sheet 19 of 21	
Key West Bight			
BOUNDARY SURVEY			
PROPOSED IMPROVEMENTS		Dwn No.: 06-387	
Scale: 1" = 60'	Ref. FILE	Flood panel No. 1516 K	Dwn. By: F.H.H.
Date: 10/6/06	Flood Zone: AF-VF	Flood Elev: 7.10	
REVISIONS AND/OR ADDITIONS			
5/11/09: 81/2"X11"			
c:\drawings\city of key west\bight-bay bottombottom			

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

RECEIVED - D.E. 3152
Suite 201
Northside Drive
Key West, Fl. 33040
Key West, Fl. 33040
MAY 20 2009 (305) 293-0466
Fax. (305) 293-0237
fhldebt@bellsouth.net

SOUTH DISTRICT

Monumentation:

- ⬤ = set 1/2" Iron Pipe, P.L.S. No. 2749
▲ = Found P.K. Nail, P.L.S. No. 2749

Abbreviations:

- | | | |
|--------------------------|-------------------------------|--------------------------------|
| Sty. = Story | o/h = Overhead | ⊙ = Centerline |
| R/W = Right-of-Way | u/g = Under Ground | Elev. = Elevation |
| fd. = Found | F.F.L. = Finished Floor Level | ⊠ = Sewerage Pump Out |
| p. = Plat | L.B. = Low Beam | ⊡ = Marine Elec/Tel Hook Up |
| m. = Measured | Rad. = Radial | C.B. = Concrete Block |
| d. = Deed | Irr. = Irrigation | C.B.S. = Concrete Block Stucco |
| M.H.W. = Mean High Water | conc. = concrete | cov'd. = Covered |
| O.R. = Official Records | I.P. = Iron Pipe | ⊕ = Fire Hose |
| Sec. = Section | I.B. = Iron Bar | ⊗ = Fire Extinguisher |
| Twp. = Township | B. = Baseline | ● = Mooring or Fend off Pile |
| Rge. = Range | | |
| N.T.S. = Not to Scale | | |

- | | |
|-------------------------------------|------------------------------------|
| B.M. = Bench Mark | P.I. = Point of Intersection |
| P.C. = Point of Curvature | wd. = Wood |
| P.T. = Point of Tangency | R = Radius |
| P.O.C. = Point of Commence | A = Arc (Length) |
| P.O.B. = Point of Beginning | D = Delta, (Central angle) |
| P.B. = Plat Book | w.m. = Water Meter |
| pg. = page | Bal. = Balcony |
| Elec. = Electric | Pl. = Planter |
| Tel. = Telephone | Hydt. = Fire Hydrant |
| Ench. = Encroachment | F.W. = Fire Well |
| O.L. = On Line | A/C = Air Conditioner |
| C.L.F. = Chain Link Fence | M.H. = Man Hole |
| ⊠ = Concrete Utility Pole | San. = Sanitary |
| ⊡ = Wood utility Pole | ⊠ C.B. = Storm Water Catch Basin |
| ⊕ = Wood Utility Pole with Guy wire | Inv. = Invert |
| ⊕ F.W. = Fire Well | B.P.Z. = Backflow Prevention Valve |
| ⊕ M.W. = Monitoring Well | P.V.C. = Polyvinyl Pipe |
| ⊙ = sign | R.C.P. = Reinforced Concrete pipe |
| | + = Fire Hydrant |
| | * = Light |
| | ⊕ = Water Meter |
| | ⊕ = Water Valve |
| | ⊕ E. = Electric Manhole |
| | ⊕ E. = Electric Utility Vault |
| | Field Work performed on: 6/1/02 |

City of Key West
Key West Bight

BOUNDARY SURVEY
PROPOSED IMPROVEMENTS

Scale: 1" = 60'	Ref. FILE	Flood panel No: 1516 K	Dwn No.: 06-387
Date: 10/6/06		Flood Zone: AF-VF	Dwn. By: F.H.H.
5/11/09: 81/2"x11"		Flood Elev.: 7'-10"	
REVISIONS AND/OR ADDITIONS			
c:\drawings\city of key west\bight-bay bottombottom			

Sheet 20 of 21

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

RECEIVED - D. 152 Northside Drive
Suite 201
Key West, FL 33040
MAY 20 2009 (305) 293-0466
Fax: (305) 293-0237
SOUTH DISTRICT deb@bellsouth.net

Legal Description: (Bight)
(Prepared by Undersigned)

A parcel of Submerged land lying and being in Section 31, Township 68 South Range 25 East, Island of Key West, Monroe County, Florida, and a part of Key West Bight and being more particularly described as follows: Commencing at the intersection of the Northwesterly Right-of-Way Line of Caroline Street and the Southwesterly Right-of-Way Line of William Street;(N 85358.37, W 388698.98) thence N.33°58'50"W., along the said Southwesterly Right-of-Way Line of William Street a distance of 348.45 feet to the seawall face of a concrete seawall lying on the Key West Bight and the POINT OF BEGINNING thence meander along the face of the said concrete seawall for the following seven (7) metes and bounds; thence S.56°10'43"W., a distance of 10.35 feet; thence N.34°37'13"W., a distance of 46.66 feet; thence S.55°48'08"W., a distance of 335.98 feet; thence N.31°37'18"W., a distance of 62.66 feet; thence N.31°21'11"W., a distance of 113.20 feet; thence N.27°03'49"W., a distance of 79.60 feet; thence S.59°30'43"W., a distance of 57.38 feet to the Mean High Water Line of boulder rip-rap; thence N.48°42'33"W., and along the said Mean High Water line (Elev. 0.92 N.G.V.D.) a distance of 17.16 feet; thence N.55°53'27"E., and leaving the said Mean High Water Line a distance of 211.85 feet; thence S.32°42'32"E., for a distance of 25.00 feet; thence N.55°53'27"E., for a distance of 228.68 feet; thence N 28°34'27' E for a distance of 212.30 feet; thence N.36°55'59"W., for a distance of 27.47 feet to a point on the Federal maintained shipping channel line; thence N 48°00'31' E and along the said Federal Channel line a distance of 426.28 feet; thence S.33°58'50"E. and 13.39 feet; thence S.33°37'41"E., a distance of 312.12 feet; thence S.62°40'28"E., a distance of 21.57 feet to the face of the said concrete seawall, thence meander the concrete seawall for the following four (4) metes and bounds; thence S.56°17'25"W., a distance of 266.90 feet; thence S.35°51'21"E., a distance of 6.92 feet; thence S.56°17'19"W., a distance of 138.19 feet; thence S.56°10'43"W., a distance of 278.10 feet to the Point of Beginning. Parcel contains 359,862 square feet or 8.26 acres, more or less.

Bearings based on State Plane Coordinate System NAD 27, Florida East Zone and the Army Corps of Engineers monuments KH-17 1963 and KH-19 as being S 32°31'28" E

CERTIFICATION:

I HEREBY CERTIFY that the attached PROPOSED IMPROVEMENTS 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

City of Key West Key West Bight				NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE		Sheet 21 of 21	
BOUNDARY SURVEY PROPOSED IMPROVEMENTS				Dwn No.: 06-387		ISLAND SURVEYING INC. ENGINEERS PLANNERS SURVEYORS	
Scale: 1" = 60'		Ref. FILE		Flood panel No. 1516 K		3152 Northside Drive Suite 201 Key West, FL 33040 (305) 293-0466	
Date: 10/6/06		Flood Zone: AF-VF		Flood Elev. 7'-10'		RECEIVED - Key West MAY 20 2008 (305) 293-0237 fhildeb1@bellsouth.net	
REVISIONS AND/OR ADDITIONS				SOUTH DISTRICT			
5/11/09: 81/2"x11"							
c:\drawings\city of key west\bight-bay bottombottom							

Return to:

Name: Robert Feldman, Esq.

Address: 417 Eaton Street

Key West, Florida 33040

OFFICE REC 1240
JUN 11 1995

This instrument prepared

by: Robert C. McClymonds

Name: SIRKIN & McClymonds,

Address: 7900 Red Road, Suite 25

South Miami, Florida 33143

P.D.E.P. Marathon, FL

South District

Property Appraiser's Parcel
Identification Nos: 00000680

00001730

00002770

00002670

00002980

00000230

00000710

Grantee's Fed. I.D. No. 59-6000346

[Space above this line for recording data.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the 6th day of January, 1993, by THE TRUST FOR PUBLIC LAND, a not-for-profit corporation existing under the laws of California, and having its principal place of business at 2100 Centerville Road, Tallahassee, Florida 32308-4314, hereinafter called the Grantor, to THE CITY OF KEY WEST, FLORIDA, a Municipal Corporation, existing under the laws of Florida, whose post office address is P.O. Box 1409, Key West, Florida 33041-1409, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties in this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations):

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Monroe County, Florida, viz:

SEE EXHIBIT A
consisting of 5 pages
attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to the matters set forth on EXHIBIT B attached hereto and incorporated herein by reference.

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

This instrument is exempt from documentary stamp taxes pursuant to Chapter 201.02(6), Florida Statutes.

Attachment B

Page 31 of 42 Pages

SSLL No. 440027185

FILED FOR RECORD

93 JUN -8 1995

lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming through Grantor; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE TRUST FOR PUBLIC LAND

Lee E. Bunker
Signature

By: [Signature]

Lee E. Bunker
Printed Name

Name: W. Dale Allen
Title: Vice President

Harvey A. Abrams
Signature

(CORPORATE SEAL)

Harvey A. Abrams
Printed Name

STATE OF FLORIDA
COUNTY OF LEON

Special Warranty

The foregoing Quit-Claim Deed was acknowledged before me this 10th day of January, 1993, by W. Dale Allen, Vice President of The Trust for Public Land, a California corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Cheryl A. Vickers
Printed Name: Cheryl A. Vickers
Notary Public, State of Florida
Commission Number:
Commission Expires:



CHERYL A. VICKERS
MY COMMISSION # 00231200 EXPIRES
September 24, 1998
BONDED THRU TROY FARM INSURANCE, INC.

TRACT A

760431

OFF REC 1240 2021 157

The following described land, situate, lying and being in the County of Monroe and State of Florida, to-wit:

BEGINNING at the intersection of the Northwesterly line of Caroline Street, with the Northeasterly line of William Street in a Northwesterly direction along the Northeastly line outside face of the seawall; thence at right angles; outside face of a concrete seawall and in a Northeasterly direction along the less, to the Southwesterly line a distance of 402 feet, more or less, thence at right angles in a Southeastly direction; Southwesterly line of Margaret Street; Northeasterly line of Margaret Street, a distance of 355 feet, more or less, to the of Caroline Street and in a Southwesterly direction along the Northwesterly line a distance of 402 feet, more or less, to the Beginning.

TRACT A a/k/a the following described TRACT A:

A portion of land lying in the City of Key West, Monroe County, Florida and being more particularly described as follows:

Begin at the intersection of the Northwesterly Right-of-Way line of Caroline Street with the Northwesterly Right-of-Way line of William Street; thence N 40°00'00" W for 347.60 feet to the face of a concrete seawall, said seawall also being the Safe Mean High Water line (elev. 1.6 NGVD) of Key West Bight; thence meandering said seawall with the following four (4) metes and bounds: thence (1) N 50°04'00" E for 229.35 feet; thence (2) N 50 16'17"E for 136.90 feet; thence (3) N 40°50'00" W for 6.89 feet; thence (4) N 50°20'00" E for 36.00 feet to the Southwesterly Right-of-Way line of Margaret Street; thence S 40 00'00" E along the said Southwesterly Right-of-Way line of Margaret Street for 353.36 feet to the said Northwesterly Right-of-Way line of Caroline Street; thence line of Caroline Street for 402.15 feet to the Point of Beginning.

EXHIBIT A

The following described land, situate, lying and being in the County of Monroe and State of Florida, to-wit:
 Beginning at the intersection of the Northwesterly line of Monroe and Northeastery line of Margaret Street;
 thence in a Northwesterly direction along the Northeastery line of Margaret Street a distance of 355 feet, more or less, to the outside face of the seawall;
 or less, to a point on the extension Northwesterly of the Southwestery line of Grinnell Street;
 thence at right angles and in a Southeastery direction along said extension of Grinnell Street a distance of 355 feet, more or less, to the Northwesterly line of Caroline Street;
 thence at right angles and in a Southwestery direction along the Northwesterly line of Caroline Street a distance of 402 feet, more or less, back to the point of Beginning.

LESS the following described property:
 Beginning at the intersection formed by the Northwesterly line of Caroline Street with the Southwestery line of Grinnell Street, Key West, Florida;
 a distance of 251.12 feet;
 thence North 34° 42' West, a distance of 144.26 feet;
 thence North 54° 46' East, a distance of 29.25 feet;
 face of the seawall;
 thence North 55° 18' East, 221.87 feet, more or less, to the outside
 thence South 35° 02' East, 351.4 feet to the point of Beginning.

TRACT B a/k/a the following described TRACT B:

TRACT B

The following described land, situate, lying and being in the County of Monroe and State of Florida, to-wit:
 Beginning at the intersection of the Northwesterly line of Caroline Street with the Northeastery line of Margaret Street;
 thence in a Northwesterly direction along the Northeastery line of Margaret Street a distance of 355 feet, more or less, to the outside face of the seawall;
 or less, to a point on the extension Northwesterly of the Southwestery line of Grinnell Street;
 thence at right angles and in a Southeastery direction along said extension of Grinnell Street a distance of 355 feet, more or less, to the Northwesterly line of Caroline Street;
 thence at right angles and in a Southwestery direction along the Northwesterly line of Caroline Street a distance of 402 feet, more or less, back to the point of Beginning.

LESS the following described property:

Beginning at the intersection formed by the Northwesterly line of Caroline Street with the Southwestery line of Grinnell Street, Key West, Florida;
 thence South 55° 00' West along the Northwesterly line of Caroline Street with a distance of 251.12 feet;
 thence North 34° 42' West, a distance of 144.26 feet;
 thence North 54° 46' East, a distance of 29.25 feet;
 face of the seawall;
 thence North 55° 18' East, 221.87 feet, more or less, to the outside
 thence South 35° 02' East, 351.4 feet to the point of Beginning.

Attachment B

Page 34 of 42 Pages
 SSL No. 440027185

EXHIBIT A

COMMENCING at the intersection of the Northwesterly line of Caroline Street with the Northeastly line of Grinnell Street, thence in a Northwesterly direction along the Northeastly line of Grinnell Street, and its extension Northwesterly a distance of 193 feet to a point of place of beginning;

continue in a Northwesterly direction along the line of Grinnell Street extended thence in a Northwesterly direction, more or less, to the outside face of the seawall, 17' a distance of 94 feet, more or less, along a deflected angle to the right of 90° thence in an Easterly direction and along a deflected angle to the right of 90° distance of 117 feet, more or less;

thence in a Southerly direction and along a deflected angle to the right of 33° 37', a distance of 133 feet; more or less;

thence in a Southwesterly direction and along a deflected angle to the right of 05° 57' a distance of 107 feet, more or less, back to the point of place of beginning, and lying and being in the City of Key West, Monroe County, Florida.

TRACT D-2

On the Island of Key West and being a part of certain filled lands, described by metes and bounds as follows:

COMMENCING at the intersection of the Northeastly property line of Grinnell Street, if extended, and the Northwesterly property line of Caroline Street, if extended, from said point of intersection run Northwesterly along the Northeastly property line of Grinnell Street, if extended, a distance of 43.25 feet to a galvanized pipe hereinafter known as the point of beginning;

from said point of beginning run Northwesterly along the Northeastly property line of Grinnell Street, if extended, a distance of 148.25 feet to an iron pipe; thence with an interior angle of 81° 24' to the left and in a Northwesterly direction a distance of 06.2 feet to an iron pipe;

thence with an interior angle of 133° 54' to the left and in a Southeasterly direction a distance of 23.63 feet to an iron bolt;

thence with an interior angle of 104° 17' to the left and in a Southerly direction a distance of 152.71 feet to the aforementioned Point of Beginning.

TRACT C AND TRACT D-2 TOGETHER a/k/a as the following described TRACT C

TRACT C

Commence at the intersection of the Northeastly Right-of-Way line of Grinnell Street, if extended and the Northeastly Right-of-Way line of Caroline Street, if extended, thence N 40° 00' 00" W along the extension of the Northeastly Right-of-Way line of Grinnell Street for 43.25 feet to the Point of Beginning; thence continue along the Northeastly Right-of-Way line of Grinnell Street for 307.63 feet to the face of a seawall (said point also being the Safe Mean High Water line (elev 1.6 NGVD) of Key West Right; thence N 50° 44' 21" E along the face of the seawall for 101.25 feet; thence S 87° 18' 28" E and along the said seawall for 120.42 feet to the Westerly Right-of-Way line of Trumbo Road; thence S 00° 11' 00" W along the said Westerly Right-of-Way line of Trumbo Road for 294.08 feet to the Point of Beginning.

On the Island of Key West, Monroe County, Florida, and known on the map of William A. Whitehead delineated in February, A.D. 1829, as follows:

All of Lot 2 and 3 in Square 20, EXCEPTING parcel of land owned by Fleet Reserve Home, Inc., which died in recorded in Deed Book G-65, Page 207-208; ALSO EXCEPTING that parcel of land conveyed by Warranty Deed recorded in Official Records Book 379, Pages 355-356, of the Public Records of Monroe County, Florida; and also EXCEPT parcel of land owned by Samuel G. Cates Estate recorded in Deed Book PP, Page 230, of Monroe County, Florida records; AND ALSO EXCEPT parcel sold by Shelly Tractor and Equipment Co., which deed is recorded in Official Records Book 110, 9, Pages 102-103, of the Public Records of Monroe County, Florida; AND ALSO LESS parcel sold to Donald L. Scribner and Linda E. Scribner filed December 3, 1974, in Official Records Book 590, Page 45, of the Public Records of Monroe County, Florida.

TRACT E

On the Island of Key West, Monroe County, Florida, and being a part of Lot 3, of Square 5, of William A. Whitehead's Map delineated in February, 1829, being more particularly described as follows:

Commence at the intersection of the Northeast right-of-way of

Simonton Street and the Northwest right-of-way of Greene Street and run

thence in a Northeasterly direction along the Northwesterly

right-of-way of the said Greene Street for a distance of 141 feet,

10 inches, to the Point of Beginning of the land being described

herein;

thence run Northwesterly, perpendicular to the said Greene Street

for a distance of 216 feet;

thence run Northeasterly, parallel with the said Greene Street

a distance of 311.8 feet to the waters of Key West Harbor;

thence run Southeasterly along the waters of Key West Harbor;

for a distance of 17 feet to a concrete seawall;

thence run Northeasterly along the face of said Key West Harbor

seawall;

thence continue along the face of said concrete seawall for a distance of 71

distance of 198.2 feet to the

Northeast;

thence run

Southwesterly along the Northwest right-of-way of said Greene Street extended

for a distance of 367.14 feet back to the Point of Beginning.

thence run Southwesterly along the Northwest right-of-way of said Greene Street

extended for a distance of 367.14 feet back to the Point of Beginning.

TRACT E a/k/a the following described TRACT E:

On the Island of Key West, Monroe County, Florida and being a part of Lot 3, Square 5 of William A. Whitehead's map of said City of Key West, delineated in February, 1829 and being more particularly described as follows:

Commence at the intersection of the Northeasterly Right-

of-Way line of Simonton Street and the Northwesterly Right-

of-Way line of Greene Street and the Northwesterly

Street for 141.84 feet to the Point of Beginning; thence N

40°04'50" W for 216.00 feet; thence N 49°52'17" E for

312.97 feet to the Safe Mean High Water line (elev 1.6

N5VD) of Key West Bight; thence S 47°46'00" E along the

said Safe Mean High Water line for 18.00 feet; thence

meander a concrete seawall and the Safe Mean High Water

line of the Key West Bight with the following four (4)

metes and bounds: thence (1) N 44°20'00" E for 7.00 feet;

thence (2) N 53°31'40" E for 61.61 feet; thence (3) S 33°

04'14" E for 76.07 feet; thence (4) S 37°08'37" E for

119.88 feet to the said Northwesterly Right of Way line of

Green Street; thence S 49°55'10" W along the said

Northwesterly Right-of-Way line of Greene Street for 368.41

feet to the Point of Beginning.

TRACT F

A parcel of land on the Island of Key West, Monroe County, Florida, and being a part of Square 11, according to William A. Whitehead Map delineated in February, 1829, and other lands; said parcel being described as follows:
 Begin at the intersection of the Southeasterly right-of-way line of Greene Street with the Northeasterly right-of-way line of Elizabeth Street and run
 thence Northeasterly along the Southeasterly right-of-way line of the said Greene Street and extension thereof for a distance of 402 feet to the Southwesterly right-of-way line of William Street extended Northwesterly;
 and extension thereof along the Southwesterly right-of-way line of William Street thence run Southwesterly and parallel with Caroline Street for a distance of 170.52 feet;
 thence run Northwesterly and perpendicular to said Caroline Street for a distance of 57.60 feet;
 thence run Southwesterly and parallel with the said Caroline Street for a distance of 52.44 feet;
 thence run Southwesterly and perpendicular to the said Caroline Street for a distance of 47.10 feet;
 thence run Southwesterly and parallel with the said Caroline Street for a distance of 79.04 feet;
 thence run Southeasterly and perpendicular to the said Caroline Street for a distance of 4.5 feet;
 thence run Southeasterly and parallel with the said Caroline Street for a distance of 100 feet to the Northeasterly right-of-way line of Elizabeth Street;
 thence run Northwesterly along the Northeasterly right-of-way line of said Elizabeth Street for a distance of 100 feet back to the Point of Beginning.

TRACT F a/k/a the following described TRACT F:

On the Island of Key West, Monroe County, Florida, and being a part of Square 11, according to William A. Whitehead's map, delineated in February, 1829, and other lands, and being more particularly described as follows:

Begin at the intersection of the Southeasterly Right-of-Way line of Greene Street and the Northeasterly Right-of-Way line of Elizabeth Street; thence S 49°55'10" E along the said Southeasterly Right-of-Way line of Greene Street for 53.87 feet to the face of a concrete seawall, said point also being the Safe Mean High Water line (elev. 1.6 NGVD), of Key West Bight; thence meander said seawall and the Key West Bight with the following four (4) metes and bounds: thence (1) S 40°00'00" E for 8.50 feet; thence (2) N 50°00'00" E for 337.86 feet; thence (3) S 40°00'00" E for 45.21 feet; thence (4) N 50°04'00" E for 10.69 feet to the Southwesterly Right-of-Way line of William Street; thence S 40°00'00" E along the said Southwesterly Right-of-Way line of William Street for 51.79 feet; thence: S 50°00'00" W for 170.52 feet; thence: N 40°00'00" W for 57.60 feet; thence S 50°00'00" W for 52.44 feet; thence S 40°00'00" E for 47.10 feet; thence S 50°00'00" W for 79.04 feet; thence S 40°00'00" E for 4.50 feet; thence S 50°00'00" W for 100.36 feet to the said Northeasterly Right-of-Way line of Elizabeth Street; thence N 40°02'20" W along the said Northeasterly Right-of-Way line of Elizabeth Street for 99.43 feet to the Point of Beginning.

Attachment B

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 SSL No. 440027185

EXHIBIT A

5 of 5

EXHIBIT "B" TO DEED

ALL OF THE BELOW-REFERENCED DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

- 1) Reservations contained in that certain Deed filed April 26, 1944 in Deed Book Volume G-13, page 287 (as to Tract F).
- 2) Easement recorded in Official Records Volume 477, page 566.
- 3) Easement recorded in Official Records Volume 477, page 567 (as to Tracts A, B, C, D-1, and D-2).
- 4) Easement recorded March 9, 1966 in Official Records Volume 369, page 122.
- 5) Subject to the terms and conditions of that certain Lease/Easement Agreement recorded April 12, 1979 in Official Records Volume 785, page 1744 (as to Tract C).
- 6) Easements granted to The Utility Board of the City of Key West, Florida, recorded August 25, 1983 in Official Records Volume 889, page 1910 (as to Tract B).
- 7) Easement granted to The Utility Board of the City of Key West, Florida, recorded March 20, 1974 in Official Records Volume 572, page 126 (as to Tract E).
- 8) Easement in Deed Book G-55, page 72 (as to Tracts C and D-2).
- 9) Reservations contained in Deed No. 19849, recorded in Deed Book G-56, page 20 (as to Tract C).
- 10) Easement granted to The Utility Board of the City of Key West, Florida recorded November 17, 1981 in Official Records Volume 843, page 386 (as to Tracts C and D-2).

2) Easement recorded in Official Records Volume 477, page 566.

3) Easement recorded in Official Records Volume 477, page 567 (as to Tracts A, B, C, D-I, and D-2).

4) Easement recorded March 9, 1966 in Official Records Volume 369, page 122.

5) Subject to the terms and conditions of that certain Lease/Easement Agreement recorded April 12, 1979 in Official Records Volume 785, page 1744 (as to Tract C).

6) Easements granted to The Utility Board of the City of Key West, Florida, recorded August 25, 1983 in Official Records Volume 889, page 1910 (as to Tract B).

7) Easement granted to The Utility Board of the City of Key West, Florida, recorded March 20, 1974 in Official Records Volume 572, page 126 (as to Tract E).

8) Easement in Deed Book G-55, page 72 (as to Tracts C and D-2).

9) Reservations contained in Deed No. 19849, recorded in Deed Book G-56, page 20 (as to Tract C).

10) Easement granted to The Utility Board of the City of Key West, Florida recorded November 17, 1981 in Official Records Volume 843, page 386 (as to Tracts C and D-2).

11) The Covenant set forth in those certain deeds recorded in CLERKS FILE NUMBER 760412, page 1; Official Record Book, concerning the Henry C. Singleton, Sr., Memorial.

11) The Covenant set forth in those certain deeds recorded in Official Record Book _____, page _____; Official Record Book _____, page _____; and Official Record Book _____, page _____, concerning the Henry C. Singleton, Sr., Memorial.

CLERKS FILE NUMBER 766411
CLERKS FILE NUMBER 766412

12) Survey prepared by Frederick H. Hildebrandt, Drawing No. 91-271, last certified January 4, 1993. shows the following:

- (a) 9 X 12-foot covered shelter encroaching in the most easterly corner as to Tract A;
 - (b) 5.3 foot wood porch encroaching onto adjacent property along northwesterly boundary as attached to one-story frame restaurant, "Raw Bar"; covered brick porch and wood frame shed encroaching into adjacent property from one-story CBS building along southwesterly boundary; and fence encroaching from captioned property in most easterly corner onto adjacent property (all as to Tract B);
 - (c) Chain link fence on line and encroaching into the adjacent property off line along southwesterly boundary and continuing inside along southeasterly boundary (as to Tracts C and D-2);
 - (d) Chain link fence partially inside and partially on line along southwest boundary and encroaching from off site in most easterly corner and continuing on line along southeast boundary (as to Tract D-1);
 - (e) Fuel tanks and propane tanks (as to Tract E);
 - (f) Overhead wire and two poles in west half of captioned property and concrete loading dock encroaching along northerly portion of southeasterly boundary (as to Tract F).
- Subject to the terms and conditions of unrecorded leases, notices of which have been given by Grantor to Grantee, if any.

(b) 5.3 foot wood porch encroaching onto adjacent property along northwesterly boundary as attached to one-story frame restaurant, "Raw Bar"; covered brick porch and wood frame shed encroaching into adjacent property from one-story CBS building along southwesterly boundary; and fence encroaching from captioned property in most easterly corner onto adjacent property (all as to Tract B);

(c) Chain link fence on line and encroaching into the adjacent property off line along southwesterly boundary and continuing inside along southeasterly boundary (as to Tracts C and D-2);

(d) Chain link fence partially inside and partially on line along southwest boundary and encroaching from off site in most easterly corner and continuing on line along southeast boundary (as to Tract D-1);

(e) Fuel tanks and propane tanks (as to Tract E);

(f) Overhead wire and two poles in west half of captioned property and concrete loading dock encroaching along northerly portion of southeasterly boundary (as to Tract F).

13) Subject to the terms and conditions of unrecorded leases, notices of which have been given by Grantor to Grantee, if any.

SECRET

ATTACHMENT

The following water quality monitoring program is required for the Key West Bight:

FREQUENCY

Annually for all parameters and quarterly for dissolved oxygen (D.O.) and Coliform bacteria from the five stations on the attached sample location drawing. The quarterly coliform bacteria may consist of duplicate surface samples collected at each station in lieu of the 10 samples in a 30-day period required below for the annual sampling.

WATER COLUMN

Please collect duplicate water quality samples, except samples for dissolved oxygen (D.O.) and coliform bacteria from the five stations shown on the attached map at the indicated depths, analyze the field collected samples individually, and report each of the duplicate samples individually for the following parameters. All measurements and analyses for each parameter shall be made using approved methods providing a PQL (Practical Quantification Limit) below the water quality standard for the parameter as listed in Rule 62-302, F.A.C.

PARAMETER

Dissolved Oxygen-mg/l (diel samples taken at 4 hour intervals through a 24 hour period)

DEPTH

1 ft. below surface,
mid-depth and 1 ft. above
bottom

BOD₅

1 ft. below surface,
mid-depth and 1 ft. above
bottom

pH

1 ft. below surface,
mid-depth and 1 ft. above
bottom

Total N, TKN, NO₂-N, NO₃-N,
and unionized ammonia
(mg/l)

Total P and Ortho - PO₄-P
(mg/l)

) Oil and Grease (mg/l)

1 ft. below surface mid-depth
and 1 ft. above bottom

surface

Fecal and total coliform
(#100ml) (10 samples in
a 30 day period

surface

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BKN 2466 P#H 407

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arsenic total- μ /l	1 ft. above bottom
cadmium (μ /l)	1 ft. above bottom
chromium VI (μ g/l)	1 ft. above bottom
copper (μ g/l)	1 ft. above bottom
lead (μ g/l)	1 ft. above bottom
zinc (μ g/l)	1 ft. above bottom
Specific Conductivity (μ mhoz/em)	1 ft. above bottom
Polycyclic aromatic hydrocarbons total (μ g/l)	1 ft. below surface, mid-depth and 1 ft. above bottom surface

SEDIMENTS

Please collect triplicate sediment samples from the five stations indicated on the attached map. Please analyze two of the sediment samples for the following parameters using the specified detection limit and archive the third for analysis at the Department's request, if the results from the first two samples conflict.

<u>PARAMETER</u>	<u>SAMPLE</u>	<u>DETECTION LIMITS (mg/kg)</u>
Aluminum	top 2 cm.	10.0
Copper	top 2 cm.	1.0
Lead	top 2 cm.	1.0
Zinc	top 2 cm.	1.0
Arsenic	top 2 cm.	1.0
Cadmium	top 2 cm.	1.0
Chromium	top 2 cm.	0.05
Polycyclic aromatic hydrocarbons, (mg/l)	top 2 cm. top 2 cm.	1.0 0.5

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All sediment data shall be collected and analyzed using the procedures in the Deepwater Ports Maintenance Dredging and Disposal Manual, DEP, 1984. Copper/Aluminum, Lead/Aluminum, Zinc/Aluminum, Arsenic/Aluminum, Cadmium/Aluminum and Chromium/Aluminum regression graphs shall be created and submitted with the sediment sampling data.

REPORTING

All data shall be submitted with the documents containing the following information: (1) permit application number; (2) dates of sampling and analysis; (3) a statement describing the methods used in collection, handling, storage and analysis of the methods samples; (4) a map indicating the sampling locations; (5) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data; and (6) documentation that the laboratory performing the sampling and analyses has an approved quality assurance plan on file with DEP.

Monitoring reports shall also include the following information for each sample that is taken:

- (a) time of day samples taken;
- (b) water temperature (°C);
- (c) salinity (ppt);
- (d) depth of water body;
- (e) depth of sample;
- (f) antecedent weather conditions;
- (g) tidal stage and direction of flow;
- (h) wind direction and velocity;
- (i) identification of the sample location which corresponds to the sample location number shown on the sampling location map;
- (j) the appropriate Rule 62-302, F.A.C., standard for the parameter being measured; and
- (k) the detection limit for the parameter being measured.

In addition to the above, all data shall be reported in a table (or tables) which clearly lists(s) the results of parameters measured at each location, and the information described in (j) and (k), above.

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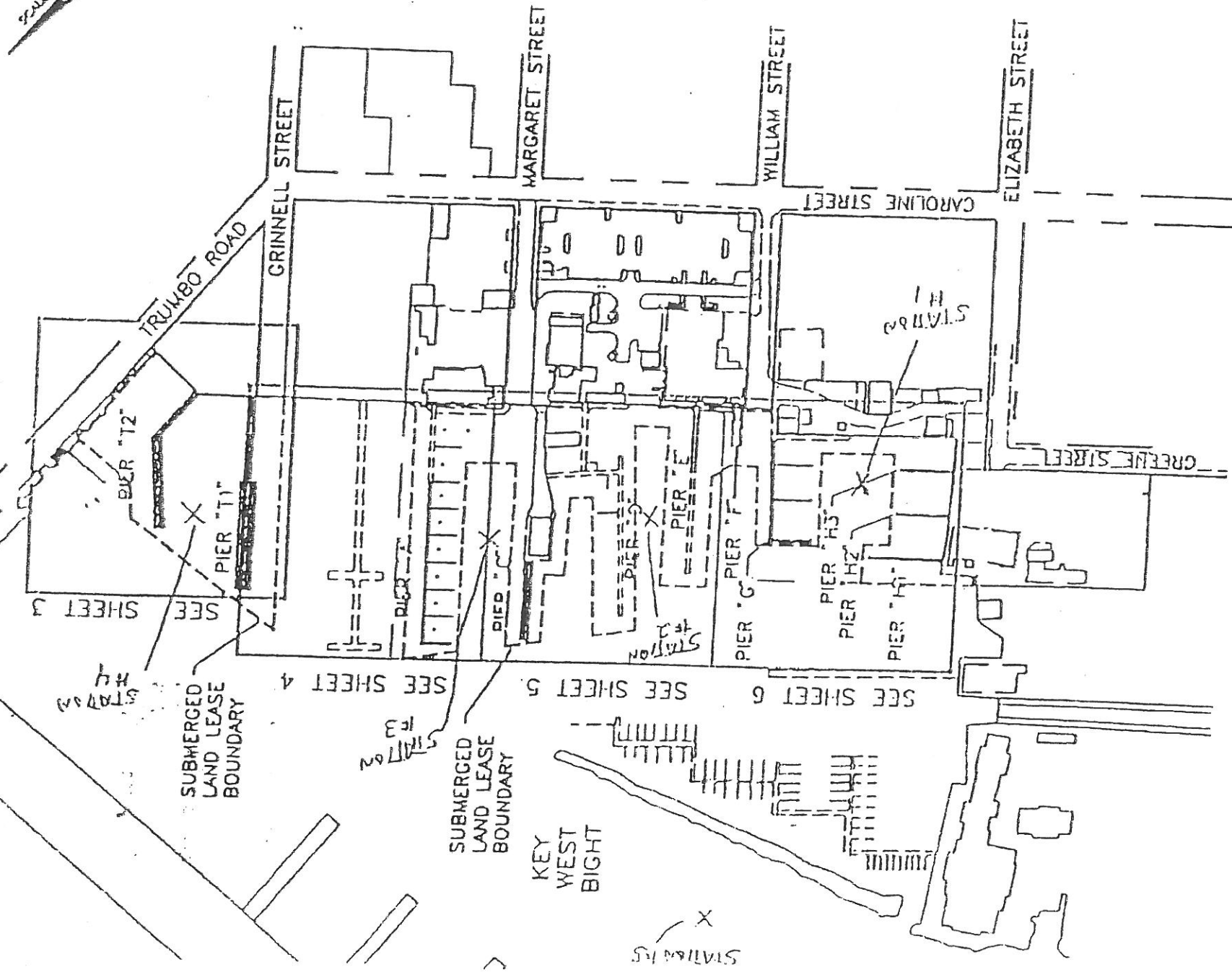
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ATTACHMENT WATER QUALITY MONITORING PLAN

SCALE 1" = 40'

FILE #1166946
BK#1619 PG#1933

KEY WEST BIGHT
WATER QUALITY MONITORING STATION



PROPOSED MASTER SITE PLAN

PROJECT: KEY WEST BIGHT

APPLICANT: CITY OF KEY WEST C/O BIGHT MANAGEMENT BOARD
WILSON, MILLER, BARTON & PECK, INC. | COUNTY: MONROE | DATE: 11/29/94

ATTACHMENT WATER QUALITY MONITORING PLAN

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Attachment C
Page 42 of 42 Pages
SSLL No. 440027185

MONROE COUNTY
OFFICIAL RECORDS
MONROE COUNTY
OFFICIAL RECORDS

CREDIT MEMO

For any questions concerning this Credit Memo, please call (850) 245-2720.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECEIPTS SECTION
POST OFFICE BOX 3070
TALLAHASSEE, FL 32315-3070



CREDIT MEMO

To:
CITY OF KEY WEST, FLORIDA
201 WILLIAM STREET
KEY WEST, FL 33040

**** INVOICE / INSTRUMENT INFORMATION ****

Credit Memo #: 59740 Instrument #: 440027185
Credit Date: 8/16/2011
Location: KEY WEST BIGHT MARINA

**** IMPORTANT REMINDER ****

This is a CREDIT to your account. See below for details.
Online payment by check, credit card or debit card is now available at
<http://www.fideportal.com/go/pay-invoices/>.

Description	Memo	Object	Qty	Rate	Amount
CREDIT MEMOS	CREDIT WILL BE APPLIED TO THE SUPPLEMENTAL INVOICE ON THE 6% GENERATED FROM THE RENTAL OF SLIPS.	021017		0	(\$7,861.61)
Note: AGENT: C. WALLACE, DOCK MASTERS OFFICE CREDIT FROM 05/15/11 TO 05/14/12 ON 925 SQ.FT. WITH 10% = \$7,992.00. CHARGE AT BASE RATE ON DOCK MASTERS OFFICE FOR SAME TIME = \$130.39 FOR A TOTAL CREDIT OF \$7,861.16. SDR		Subtotal			(\$7,861.61)
		Sales Tax (0.0%)			\$0.00
		County Tax (0%)			\$0.00
		Total			(\$7,861.61)
		Invoices			N/A
		Balance Credit			(\$7,861.61)

For any questions concerning this Credit Memo, please call (850) 245-2720.

BILLING INFORMATION FORM
PAYMENTS FOR LEASE NO. 440027185

Billing Contact Person: _____
Facility Address: _____
Mailing Address: _____
City: _____
State: _____ Zip Code: _____
Telephone Number: (____) _____
Area Code
Fax Number: (____) _____
Area Code
E-Mail Address: _____

SALES TAX CERTIFICATION/EXEMPTION

Six percent (6%) sales tax is due on each lease fee payment unless the Lessee can claim an ownership exemption. I/We are exempt from sales tax for the reason checked below.

- ☐ ☐ Government Agency: _____ (Exemption Number)
☐ ☐ Exempt Organization: _____ (Exemption Number)
☐ ☐ Lease and collect sales tax on all available dock spaces. _____ (Sales Tax Number)
☐ ☐ Lease and collect sales tax on some available dock spaces but fully assume the responsibility to remit six percent sales tax on that portion of space on which no sales tax is charged. _____ (Sales Tax Number)
☐ ☐ None of the above can be claimed.

A copy of the Florida Annual Resale Certificate For Sales Tax or the Certificate of Exemption must accompany this form to claim this exemption pursuant to Section 212.07(1)(b), F.S.

If Lessee is a Business/Corporation, Federal Employer Identification Number: _____

I/We certify that the above information is correct and agree to **NOTIFY THE BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION AT (850) 245-2720** within 30 days of the date of any change in the above designated billing agent, phone number, fax number or Lessee's tax status.

Signed: _____ Lessee/Authorized Entity _____ Date _____

For Recurring Revenue Section Use Only	
Billing Form to Accountant: _____	_____, ____/____/____
Originator's signature	
Data Entered by Accountant: _____	_____, ____/____/____
Accountant's signature	