

This Instrument Prepared By:  
Tiana D. Brown  
Action No. 45259  
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

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SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL  
AND MODIFICATION TO REFLECT UPDATED SURVEY, INCORPORATE TWO PERMITS  
AND REMOVE TWO SPECIAL LEASE CONDITIONS

BOT FILE NO. 440027185  
PA NO. 44-0137939-005

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Key West, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 31, Township 67 South, Range 25 East, in Key West Bight, Monroe County, Florida, containing 447,359 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 30, 2022.

TO HAVE THE USE OF the hereinabove described premises from April 1, 2022, the effective date of this modified lease renewal, through May 15, 2031, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 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 to be used exclusively for the 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 No. 442678425, dated August 3, 1995, Permit No. 442808145, dated September 17, 1996, modified November 12, 1996, Permit No. 44-0137939-001, dated June 22, 1998, Permit No. 63207-019-DWC, dated July 8, 1999, Permit No. 44-0137939-005, dated June 12, 2008, 44-0137939-003, dated August 23, 1999, and Marine Turtle Permit No. TP#101, dated February 1, 1999, Permit No. 0137939-020, dated July 6, 2018, Permit No. 0137939-025 dated June 29, 2021, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$60,080.31, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The Lessee shall pay the base rate for 447,359 square feet (\$60,080.31); and the Lessee shall pay ten times the base rate for 186 square feet of non-water dependent structures (\$356.93), Lessee shall pay ten times the base rate for 251 square feet of non-water dependent structures (\$481.67), and Lessee shall pay ten times the base rate for 234 square feet of non-water dependent structures (\$449.05). 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(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Key West, Florida  
Attention: City of Key West, Florida  
1300 White Street  
Key West, FL 33040

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

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

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

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

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

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

30. 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 Rule 18- 21.003, 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 that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to 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 terms, 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 2, 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. 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.

H. 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.

I. 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.

J. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal terms, 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. The lighted aides are required to be on at night and during limited visibility conditions.

K. The Lessee shall prohibit 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 shall place and maintain: (1) a 3-foot high railing along the prescribed areas; and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

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

M. 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.

N. All vessels, upon the earlier of entering the leased premises or registering with the dockmaster, shall have their marine sanitation devices inspected. All vessels shall have their sewage holding tanks emptied into the sewage pumpout facility prior to mooring within the leased premises. 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 sewage holding 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 within the leased premises. Copies of the daily records shall be submitted to the State of Florida Department of Environmental Protection, South District, Marathon 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.

O. 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.

P. 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.

Q. 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.

R. 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, FL 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.

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



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

WITNESSES:

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

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_

Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the  
State of Florida.

\_\_\_\_\_  
Original Signature

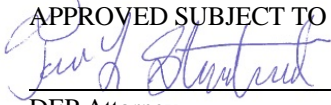
\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



6/1/2022

DEP Attorney

Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

City of Key West, Florida (SEAL)

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Patti McLauchlin  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

City Manager  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Patti McLauchlin as City Manager, for and on behalf of City of Key West, Florida. She is personally known to me or who has produced \_\_\_\_\_, as identification.

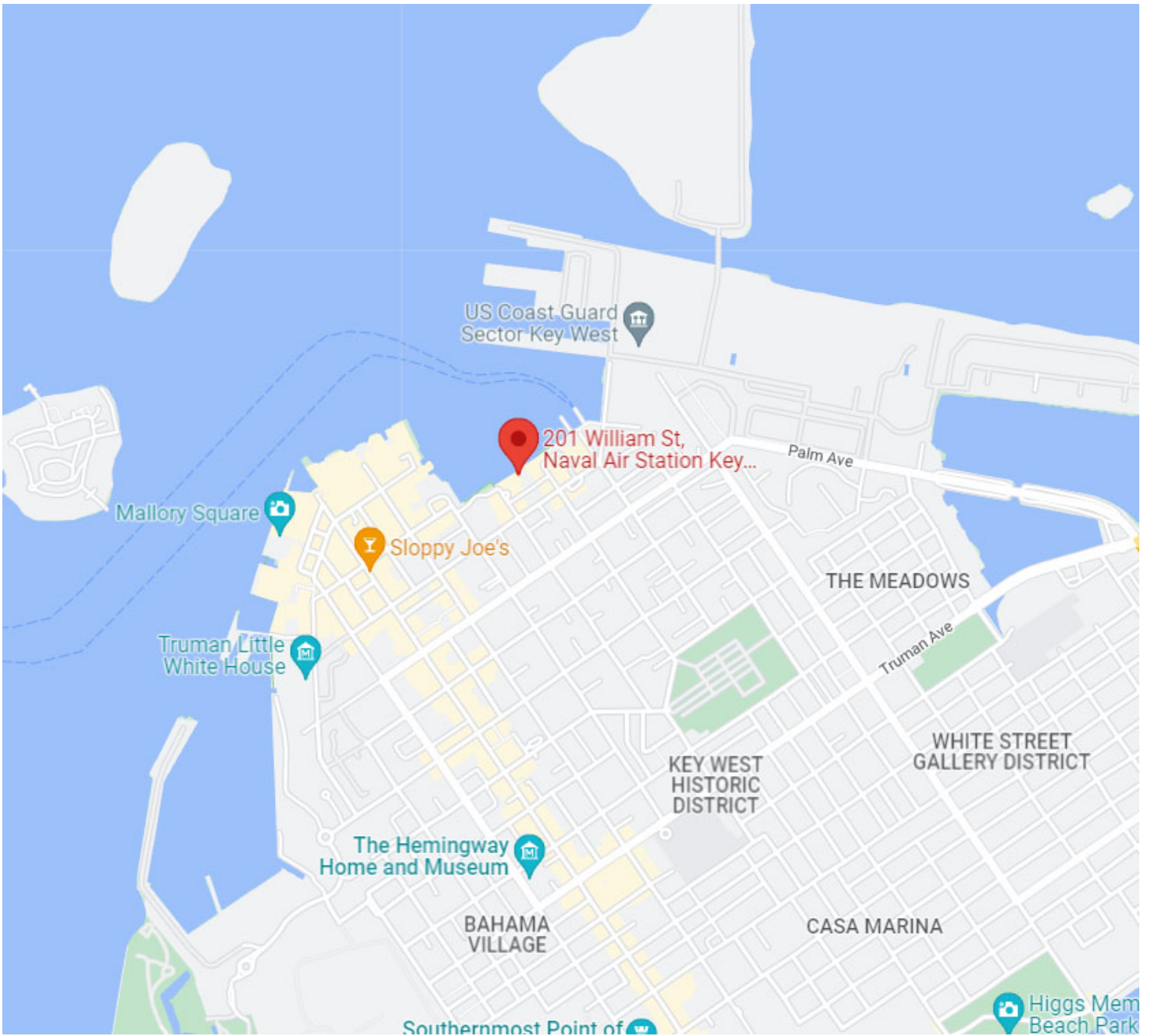
My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name



Attachment A  
Page 12 of 37 Pages  
Sovereignty Submerged Lands Lease No. 440027185



PROJECT LOCATION

TOTAL LEASE AREA: 447,359.9 ± SQ. FT.  
10.3 ± ACRES

LINEAR FOOTAGE OF SHORELINE: 1,929 ± L'  
ADDRESS: KEY WEST BIGHT  
KEY WEST, FL 33040

**SYMBOL LEGEND:**

- = 12" WOOD PILING
- = 14" WOOD PILING
- = 16" WOOD PILING
- = 12" METAL PILING
- = 20" METAL PILING
- = PROPOSED 12" WOOD PILING
- = SANITARY PUMPOUT STATION
- = 3' X 3' SANITARY PUMPOUT MOTOR BOX

**NOTES:** FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN, MEASURED DIMENSIONS EQUAL UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE UNLESS OTHERWISE INDICATED.

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

- BO = BLOW-DOWN PRESSURE
- CB = CONCRETE BLOCK
- CBW = CONCRETE BLOCK WALL
- CO = CONCRETE
- CM = CHALKMARK
- CO = CONCRETE
- CP = CONCRETE
- CR = CONCRETE
- CS = CONCRETE
- CT = CONCRETE
- CU = CONCRETE
- CV = CONCRETE
- ... [many more abbreviations follow]

**SURVEYORS NOTES**

- THIS IS A FIELD SURVEY.
- ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED.
- ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- BEARING SHOWN HEREIN ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
- BEARING SHOWN HEREIN ARE IN FEET AND BASED ON THE NATIONAL GEODETIC SURVEY, DESIGNATION TIDAL 23, STA 11 90, TD 440022, ELEVATION 1.85 (NAVD 1989).
- HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE (0901).
- APPROXIMATE POSITIONS WERE ESTABLISHED BY USING A TRIMBLE R10 GNSS ROVER, REFERENCING A WIDE AREA CONTINUOUSLY OPERATING GPS REFERENCE STATION NETWORK (PRIMEVAL VES).
- THIS SURVEY IS SPATIALLY PLACED WITHIN THE DIGITAL FILE OF THE LEASE AREA SURVEY, BASED ON THE TIME OF THE SURVEY. THIS INFORMATION IS SPATIALLY PLACED WITHIN THE LEASE AREA LOCATION. THIS IS NOT A BOUNDARY SURVEY AND THE INFORMATION SHOULD NOT BE RELIED UPON AS SUCH.
- ALL FIELD WORK WAS COMPLETED BETWEEN 09/01/2021 - 10/05/2021.
- BACKGROUND IMAGE IS A 2017 GEO-REFERENCED AERIAL IMAGE OBTAINED FROM THE MONROE COUNTY G.I.S. DEPARTMENT AND IS SHOWN FOR VISUAL REFERENCE ONLY.
- THIS SURVEY IS BASED ON MEAN LOW WATER ELEVATION OF -1.42 MANDS, AS PER A PROCEDURAL APPROVAL FORM FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF SURVEY AND MAPPING MEAN HIGH WATER REFERENCE, DATED 09/02/2021. CONVERSION FROM NAVD83 VERTICAL DATUM TO NGVD29 VERTICAL DATUM IS +1.34'.
- THE EXISTING FEDERAL MAINTAINED SHIPPING CHANNEL LINES, THE 300' SAFE ZONE LINE AND THE FERRY MANEUVERING ZONE LINES ARE POSITIONED BASED ON THE BOUNDARY SURVEY COMPLETED BY ISLAND SURVEYING INC. DATED 10/06/2006. (REVISIONS) - REVISED 01/02/2022 TO ADD ADDITIONAL INFO PER FDPF COMMENTS REVISED 03/17/2022 TO REMOVE A PORTION OF THE FERRY TERMINAL PARCEL REVISED 03/25/2022 TO RECONFIGURE FERRY PARCEL

**SUIP MATRIX**

CLASS	LENGTH	BEAM	SUIPS
A	20.0'	6"	23
B	35.0'	1.0'	34
D	40.0'	12.0"	59
E	50.0'	15.5"	51
F	70.0'	16.0"	10
G	100.0'	25.0"	2
H	130.0'	29.0"	4
I	150.0'	40.0"	4

\* SUIPS INCLUDE 14 RACEWAY TEMPORARY SUIPS

Eric Isaacs  
Digitally signed by Eric Isaacs  
Date: 2023.03.30 11:21:42 -04'00'

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, THE CITY OF KEY WEST

**FLORIDA KEYS LAND SURVEYING**  
21460 OVERSEAS HWY, SUITE 4  
KEY WEST, FL 33042  
PHONE: (305) 359-3690  
EMAIL: FLSDemail@gmail.com

**SPECIFIC PURPOSE SURVEY**  
SUBMERGED LAND LEASE LOCATION MAP

ADDRESS OF SUBJECT PROPERTY:  
KEY WEST BIGHT  
KEY WEST, FL 33040

THIS SHEET 1 OF 14, IS NOT FULL AN COMPLIANT WITH OUTSTANDING STATE OF FLORIDA LICENSE NUMBER 039250232

SCALE: NOT TO SCALE  
DATE: 10/06/2021  
MAP DATE: 10/02/2021  
FLORIDA LICENSE NUMBER: 039250232  
DRAWN BY: DJF  
JOB NO.: 21-0483

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN, MEASURED DIMENSIONS EQUAL UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE UNLESS OTHERWISE INDICATED.

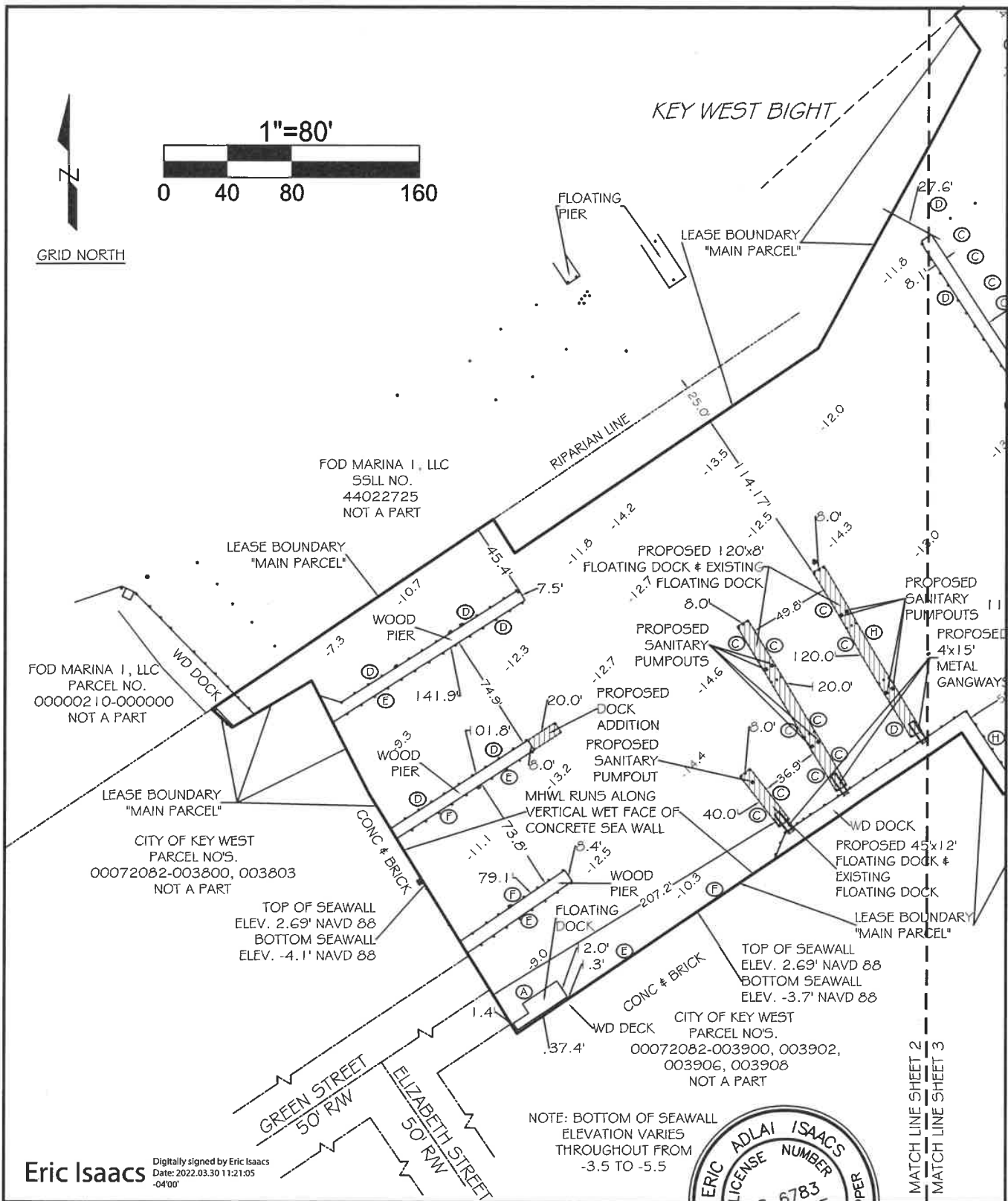
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET:

BO = BLOW-DOWN PRESSURE  
CB = CONCRETE BLOCK  
CBW = CONCRETE BLOCK WALL  
CO = CONCRETE  
CM = CHALKMARK  
CO = CONCRETE  
CP = CONCRETE  
CR = CONCRETE  
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CU = CONCRETE  
CV = CONCRETE  
... [many more abbreviations follow]

NOTES: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN, MEASURED DIMENSIONS EQUAL UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE UNLESS OTHERWISE INDICATED.

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

BO = BLOW-DOWN PRESSURE  
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CO = CONCRETE  
CP = CONCRETE  
CR = CONCRETE  
CS = CONCRETE  
CT = CONCRETE  
CU = CONCRETE  
CV = CONCRETE  
... [many more abbreviations follow]



Eric Isaacs

Digitally signed by Eric Isaacs  
Date: 2022.03.30 11:21:05  
+04'00'

SCALE:	1" = 80'
FIELD WORK DATE:	10/03/2021
MAP DATE:	10/25/2021
REVISION DATE:	03/25/2022
SHEET:	2 OF 14
DRAWN BY:	DRP
REVISED BY:	
REVISION NO.:	21-663

**SPECIFIC PURPOSE SURVEY**  
**SUBMERGED LAND LEASE**  
 CITY OF KEY WEST, FLORIDA  
 (KEY WEST BIGHT)

THIS SHEET 2 OF 14, IS NOT FULL AND COMPLETE WITHOUT SHEETS 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14

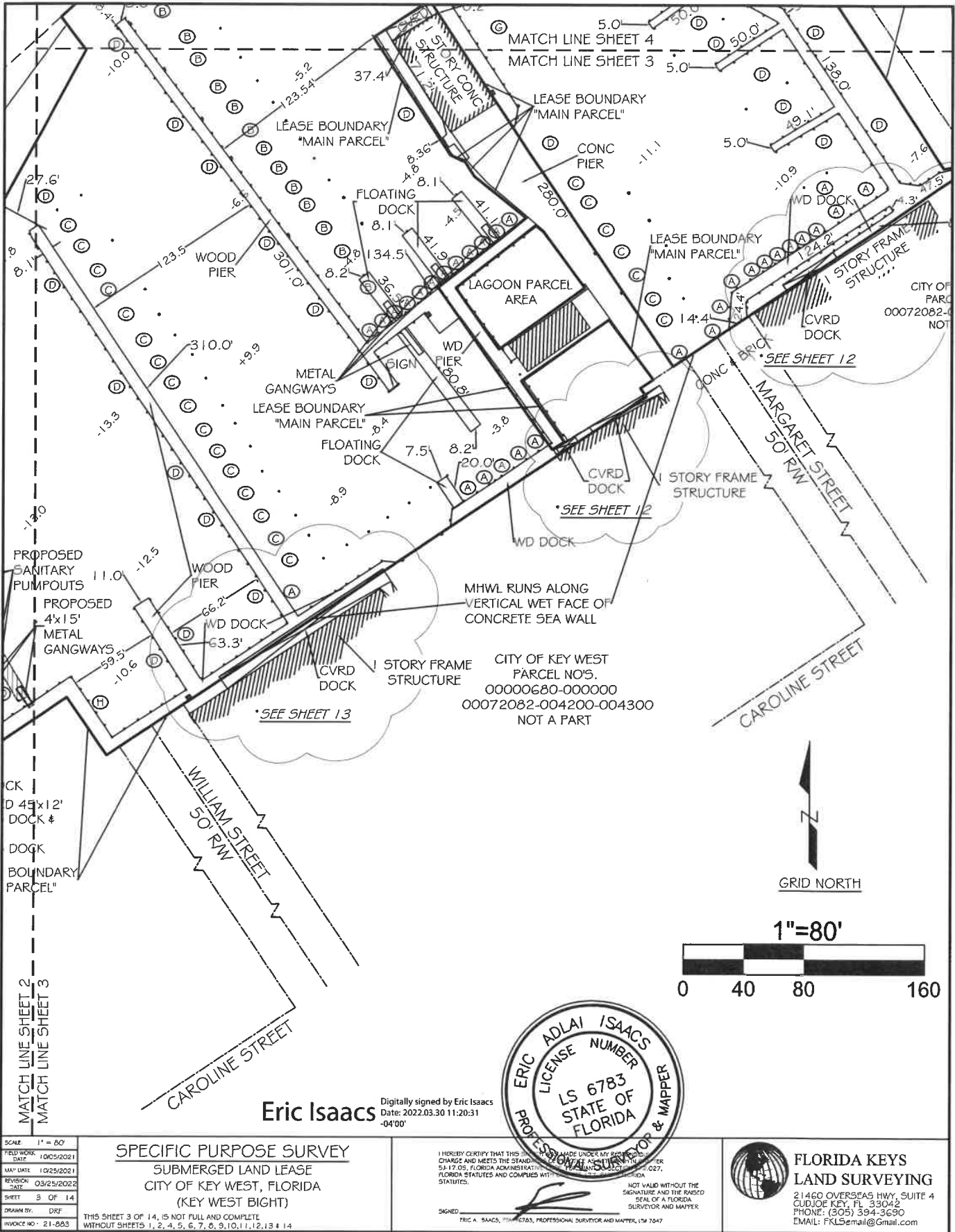
I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 120, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.01, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, PART 11, FLORIDA.

NOT VALID WITHOUT SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND ENGINEER

**ERIC ADLAI ISAACS**  
 LICENSE NUMBER 6783  
 PROFESSIONAL SURVEYOR

**FLORIDA KEYS LAND SURVEYING**  
 100 OVERSEAS HWY, SUITE 4  
 JOJOE KEY, FL 33042  
 PHONE: (305) 394-3690  
 EMAIL: FKLSEmail@Gmail.com

Attachment A  
 Page 13 of 37 Pages  
 Sovereignty Submerged Lands Lease No. 440027185



SCALE	1" = 80'
FIELD WORK DATE	1/03/2021
MAP DATE	01/25/2021
REVISION DATE	03/25/2022
SHEET	3 OF 14
DRAWN BY	DFP
INVOICE NO.	21-883

**SPECIFIC PURPOSE SURVEY**  
**SUBMERGED LAND LEASE**  
**CITY OF KEY WEST, FLORIDA**  
**(KEY WEST BIGHT)**

THIS SHEET 3 OF 14, IS NOT FULL AND COMPLETE WITHOUT SHEETS 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14

Digitally signed by Eric Isaacs  
 Date: 2022.03.30 11:20:31 -0400

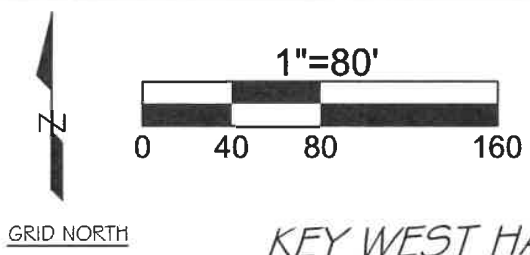
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY PERSONAL SUPERVISION, CHARGE AND MEETS THE STANDARDS OF A PROFESSIONAL SURVEYOR UNDER CHAPTER 54-17.03, FLORIDA ADMINISTRATIVE CODE, AS AMENDED, AND IN ACCORDANCE WITH THE FLORIDA STATUTES AND COMPRES WITH THE FLORIDA STATUTES.

SIGNED: ERIC A. ISAACS, LS 6783, PROFESSIONAL SURVEYOR AND MAPPER, 156 7047



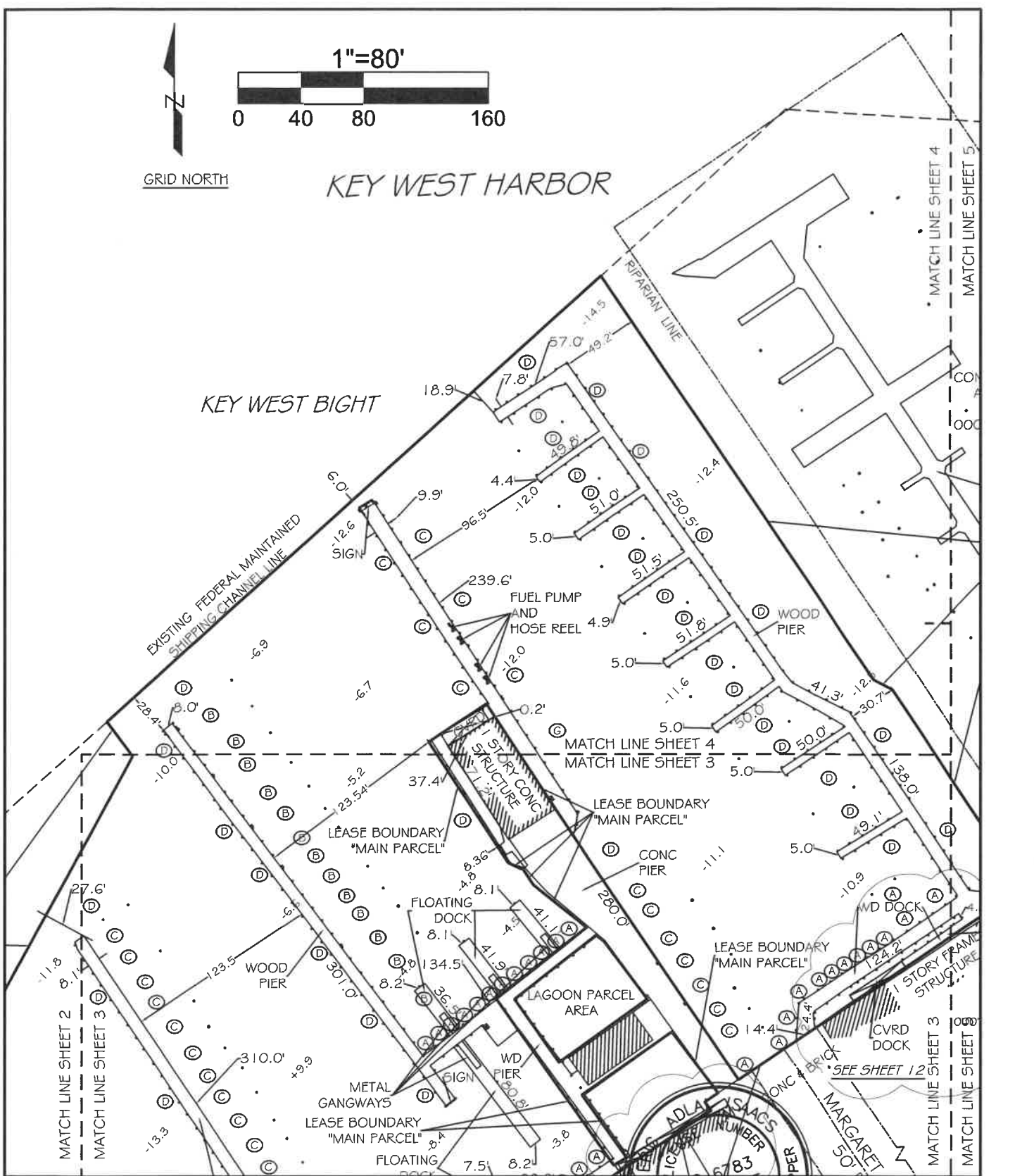
**FLORIDA KEYS**  
**LAND SURVEYING**

21460 OVERSEAS HWY, SUITE 4  
 CUDJOE KEY, FL 33042  
 PHONE: (305) 394-3690  
 EMAIL: FKLSEmail@gmail.com



# KEY WEST HARBOR

KEY WEST BIGHT



SCALE	1" = 80'
FIELD WORK DATE	10/05/2021
MAP DATE	10/23/2021
REVISION DATE	03/25/2022
SHEET	4 OF 14
DRAWN BY	DRP
INVOICE NO.	21-563

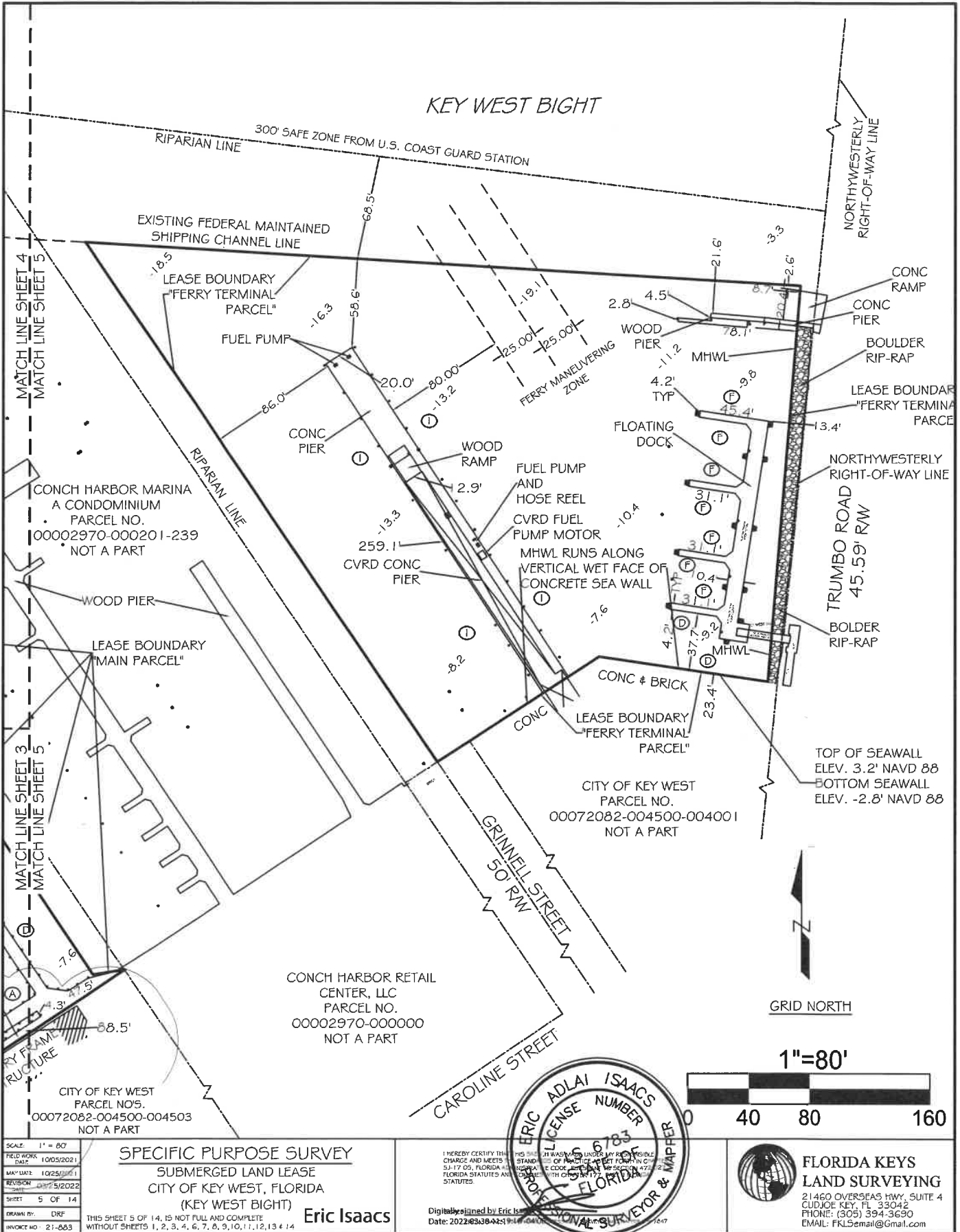
**SPECIFIC PURPOSE SURVEY**  
 SUBMERGED LAND LEASE  
 CITY OF KEY WEST, FLORIDA  
 (KEY WEST BIGHT)

**Eric Isaacs**

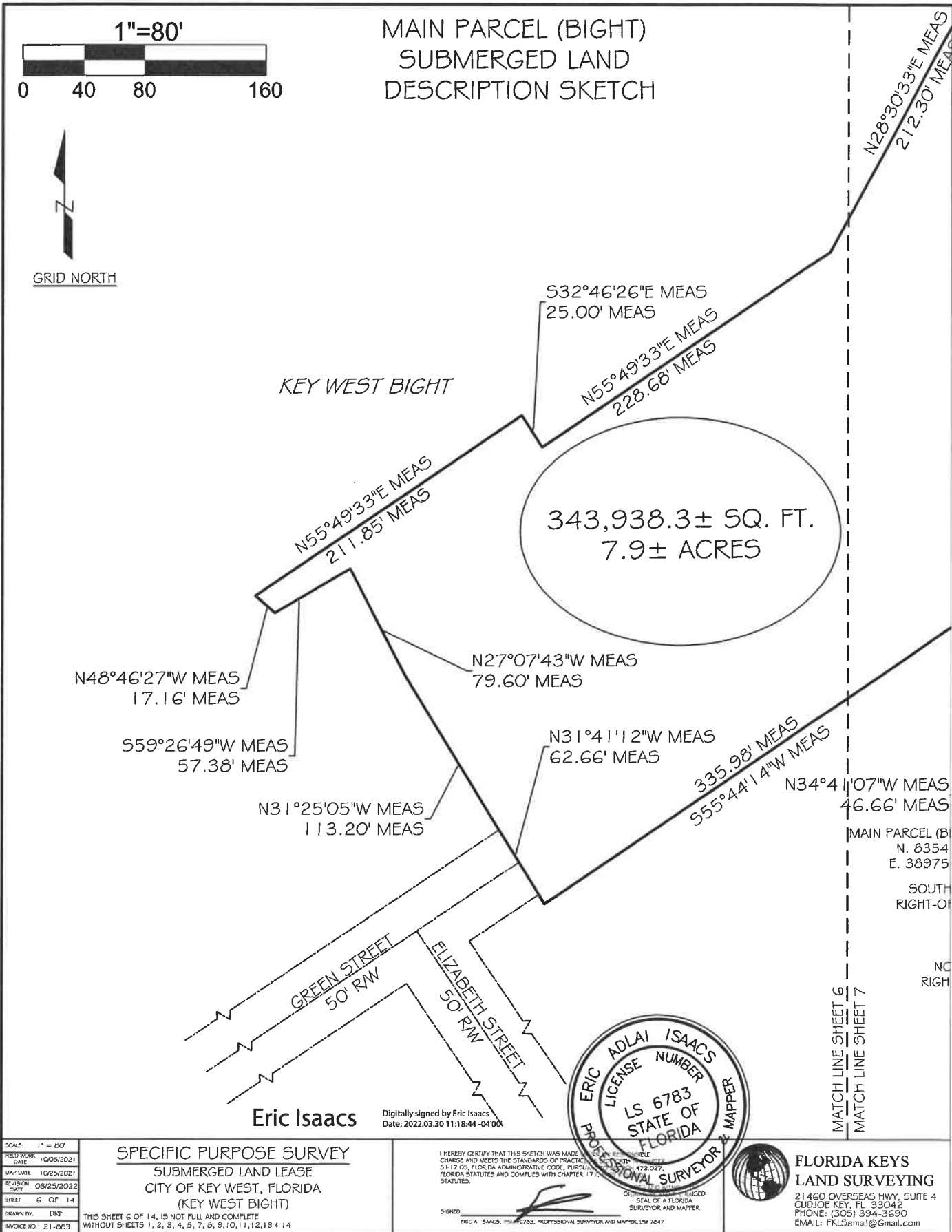
I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY PERSONAL SUPERVISION AND RESPONSIBILITY AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF FLORIDA AND COMPLIES WITH CHAPTER 177, PART 1, STATUTES.

Eric Isaacs  
 Date: 2022.03.25

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



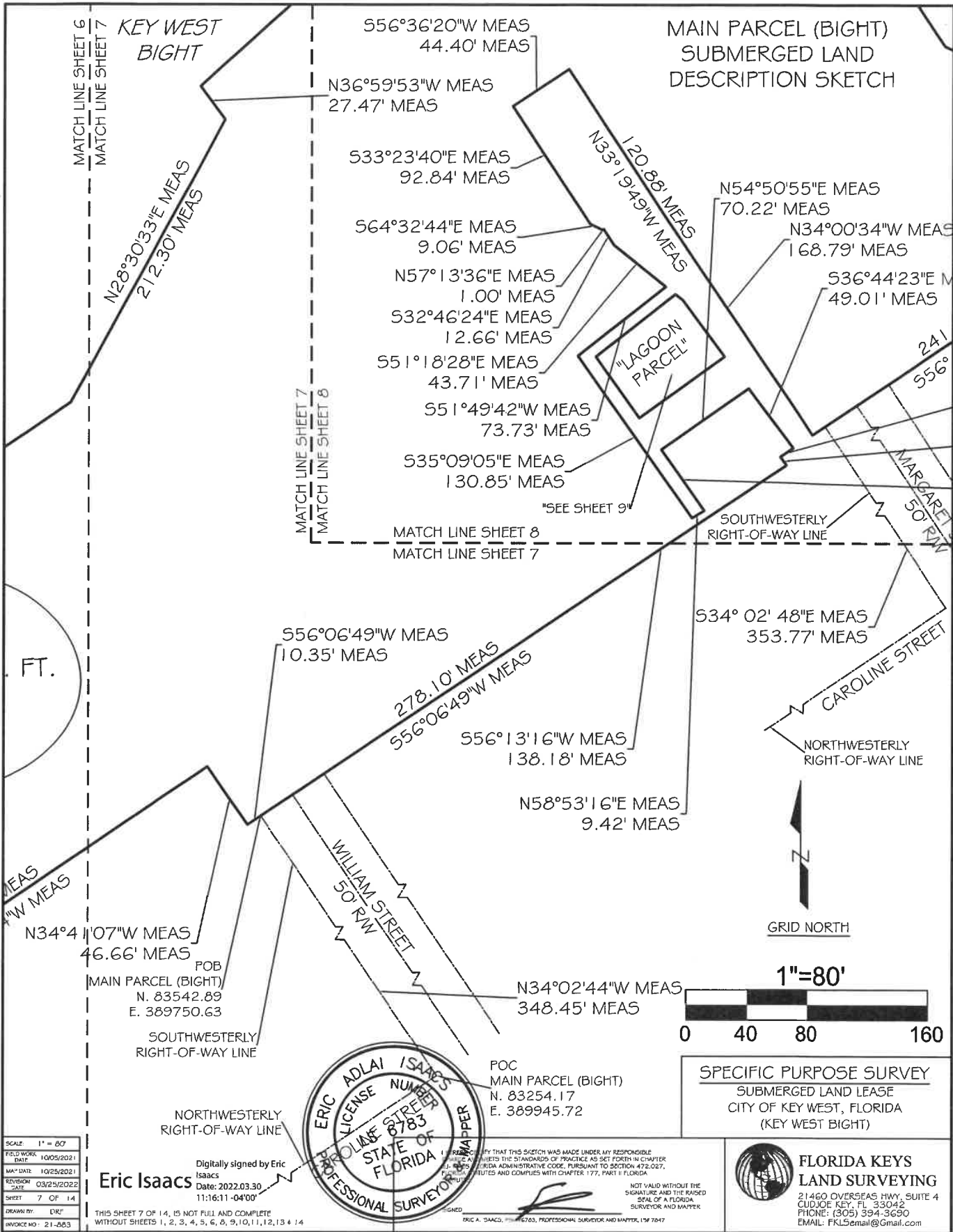


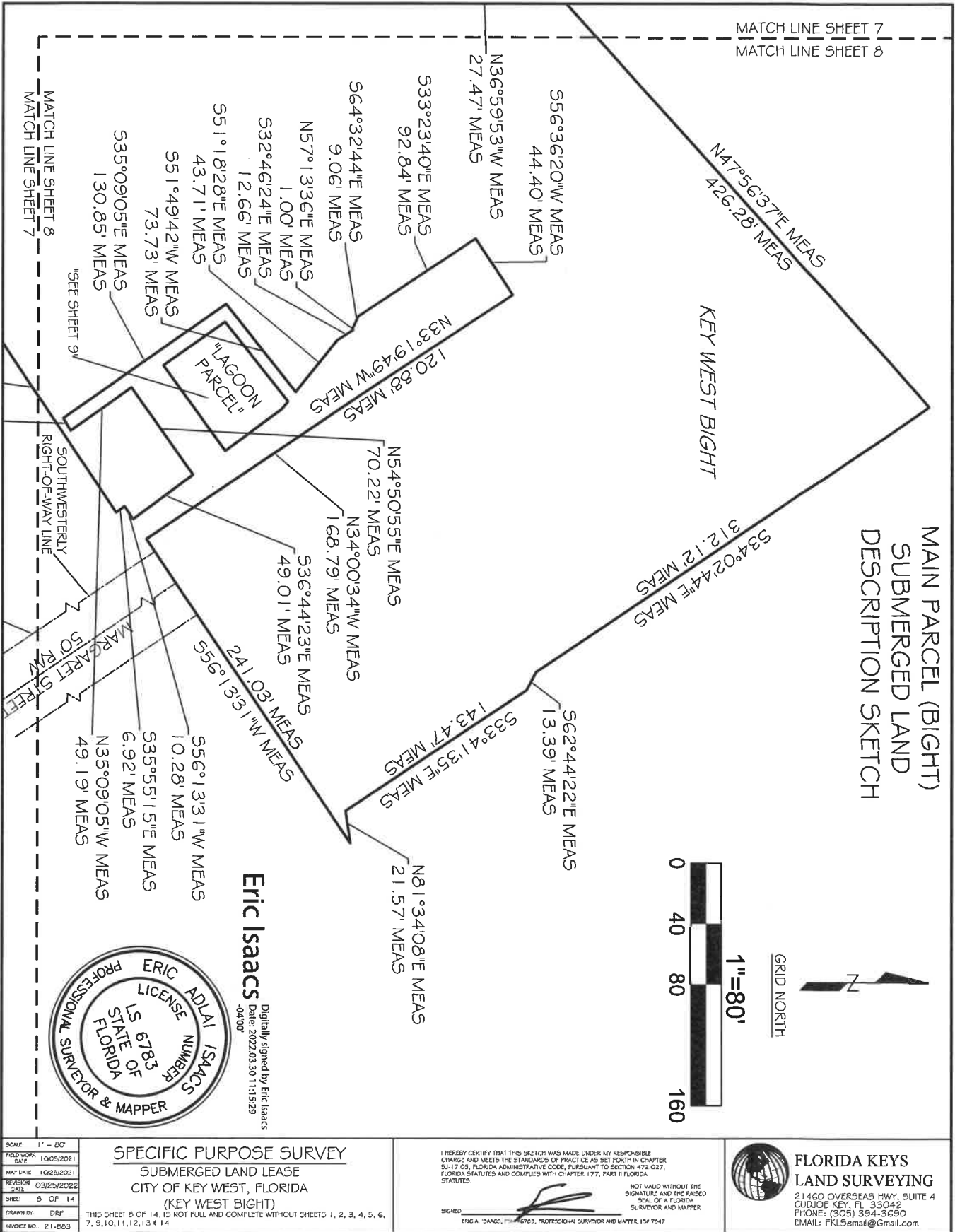


Attachment A

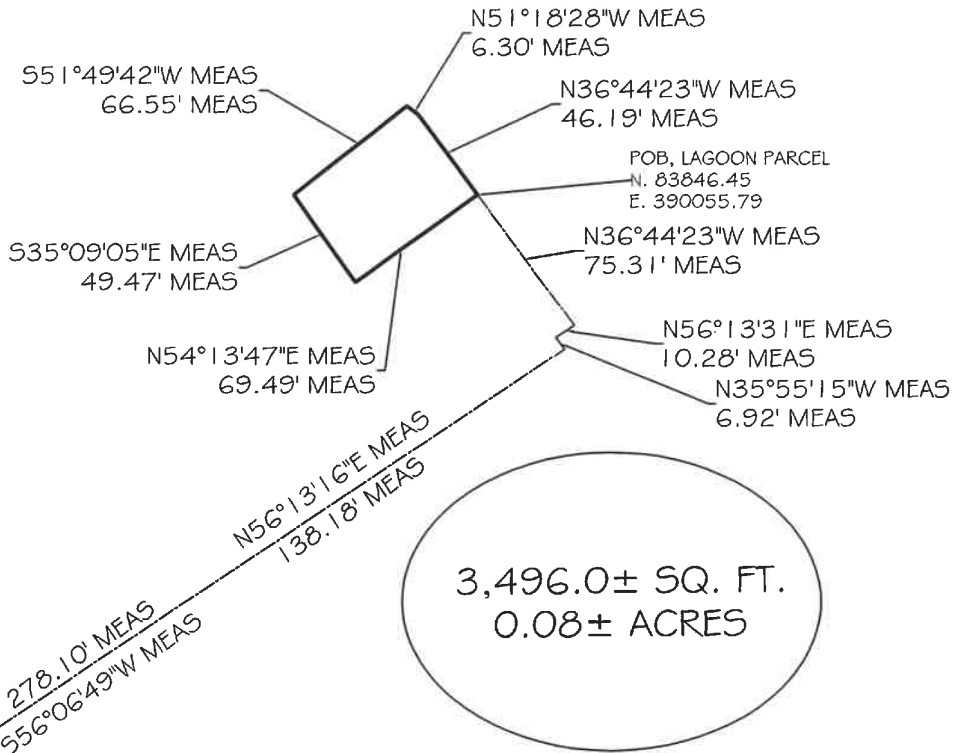
Page 17 of 37 Pages

Sovereignty Submerged Lands Lease No. 440027185

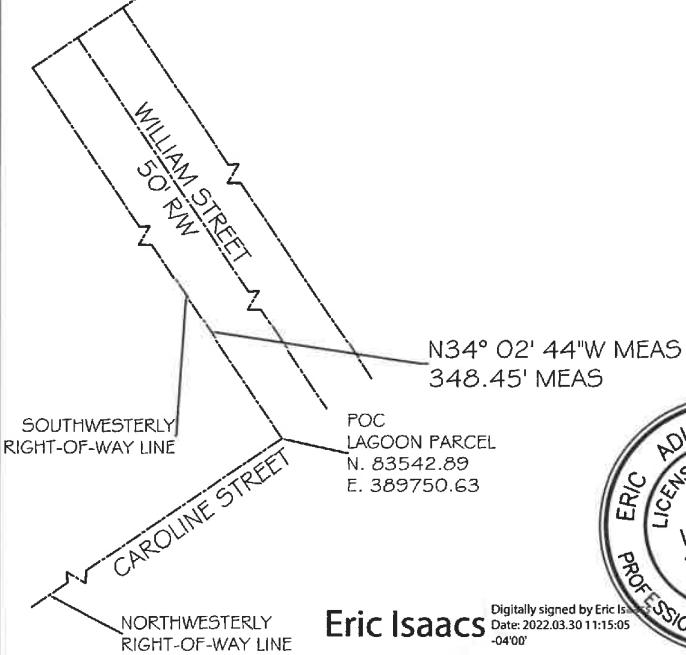




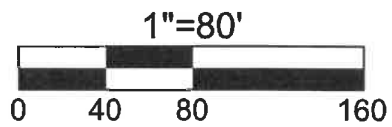
KEY WEST BIGHT



3,496.0± SQ. FT.  
0.08± ACRES



**SPECIFIC PURPOSE SURVEY  
LAGOON PARCEL  
SUBMERGED LAND  
DESCRIPTION SKETCH**



**Eric Isaacs**  
Digitally signed by Eric Isaacs  
Date: 2022.03.30 11:15:05 -0400

SCALE:	1" = 80'
FIELD WORK DATE:	10/05/2021
MAP DATE:	10/25/2021
REVISION DATE:	03/25/2022
SHEET:	9 OF 14
DRAWN BY:	DRF
INVOICE NO.:	21-883

**SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE  
CITY OF KEY WEST, FLORIDA  
(KEY WEST BIGHT)**

THIS SHEET 9 OF 14, IS NOT FULL AND COMPLETE WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, & 14

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 54-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES

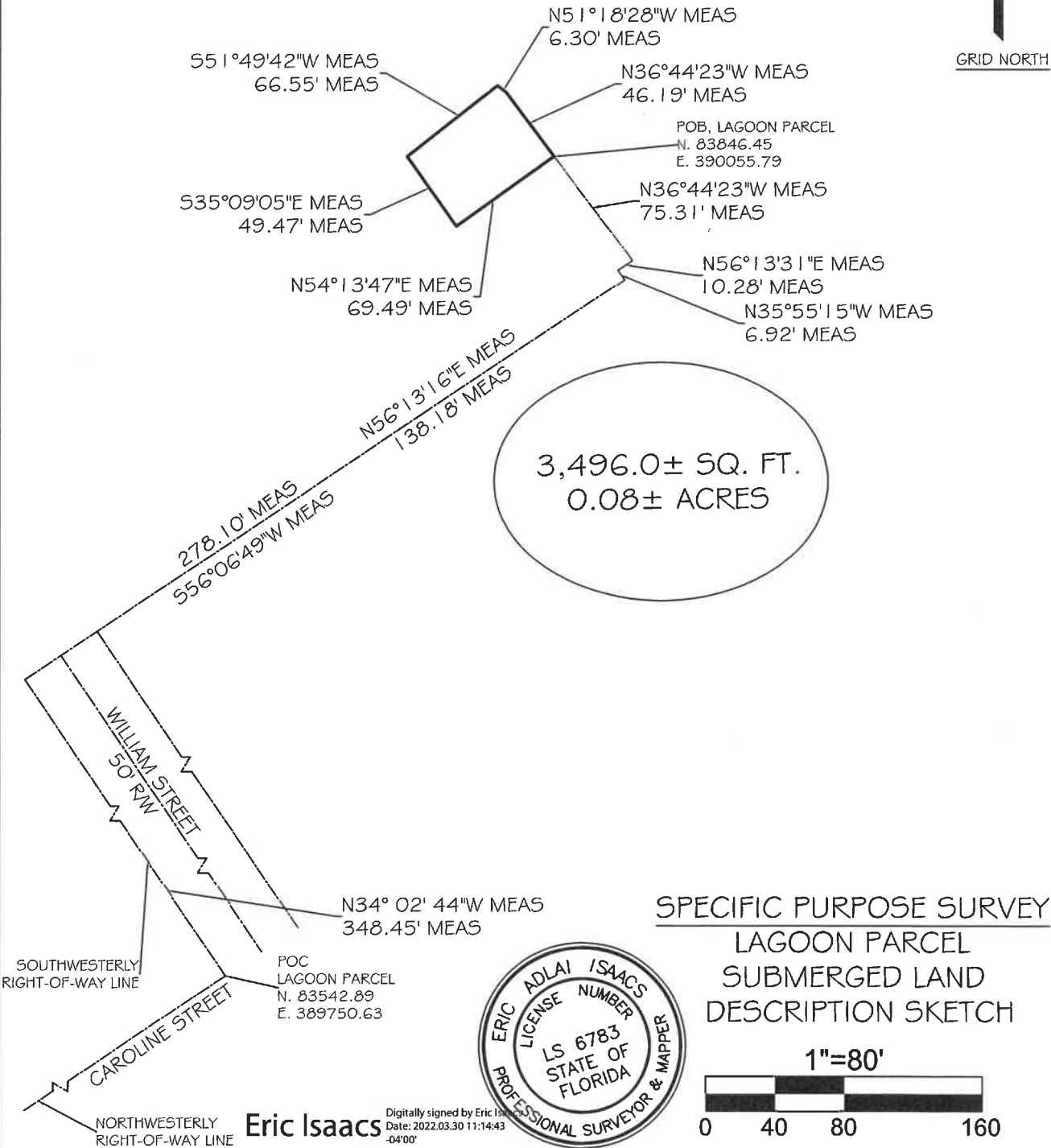
NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

SIGNED: ERIC A. ISAACS, LS#6783, PROFESSIONAL SURVEYOR AND MAPPER, LDM 7647

**FLORIDA KEYS  
LAND SURVEYING**

21460 OVERSEAS HWY., SUITE 4  
CUDJOE KEY, FL 33042  
PHONE: (305) 394-3630  
EMAIL: FKLSmail@gmail.com

KEY WEST BIGHT

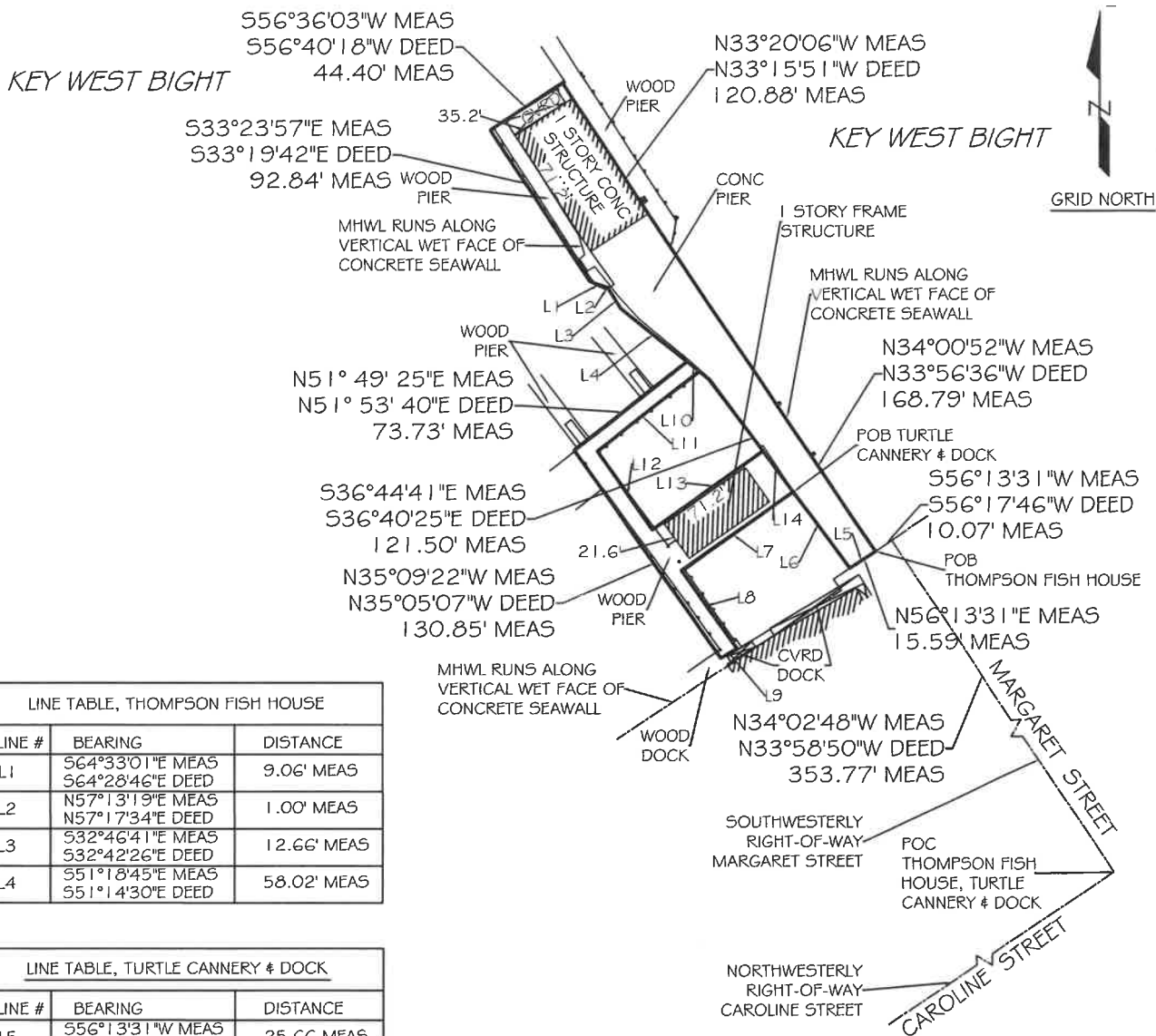


SCALE:	1" = 80'
FIELD WORK DATE	10/05/2021
MAP DATE	10/25/2021
REVISION DATE	03/25/2022
SHEET	9 OF 14
DRAWN BY:	DRF
INVOICE NO.	21-003

**SPECIFIC PURPOSE SURVEY**  
 SUBMERGED LAND LEASE  
 CITY OF KEY WEST, FLORIDA  
 (KEY WEST BIGHT)  
 THIS SHEET 9 OF 14, IS NOT FULL AND COMPLETE  
 WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 4 14

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE  
 CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER  
 9-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027,  
 FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, PART II FLORIDA  
 STATUTES.  
 NOT VALID WITHOUT THE  
 SIGNATURE AND THE RAISED  
 SEAL OF A FLORIDA  
 SURVEYOR AND MAPPER.  
 SIGNED:   
 ERIC A. ISAACS, PS# 6783, PROFESSIONAL SURVEYOR AND MAPPER, L# 7847

**FLORIDA KEYS  
 LAND SURVEYING**  
 21460 OVERSEAS HWY, SUITE 4  
 CUDJOE KEY, FL 33042  
 PHONE: (305) 394-3630  
 EMAIL: FKLSEmail@Gmail.com



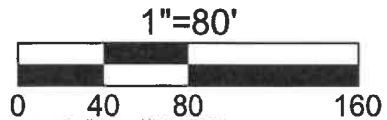
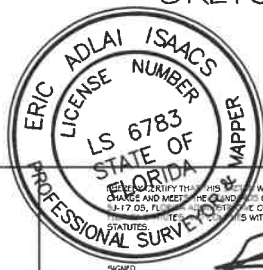
LINE TABLE, THOMPSON FISH HOUSE

LINE #	BEARING	DISTANCE
L1	S64°33'01"E MEAS S64°28'46"E DEED	9.06' MEAS
L2	N57°13'19"E MEAS N57°17'34"E DEED	1.00' MEAS
L3	S32°46'41"E MEAS S32°42'26"E DEED	12.66' MEAS
L4	S51°18'45"E MEAS S51°14'30"E DEED	58.02' MEAS

LINE TABLE, TURTLE CANNERY & DOCK

LINE #	BEARING	DISTANCE
L5	S56°13'31"W MEAS S56°17'46"W DEED	25.66 MEAS
L6	N36°44'17"W MEAS N36°40'25"W DEED	49.01' MEAS
L7	S54°05'38"W MEAS S54°54'53"W DEED	70.22' MEAS
L8	S35°09'22"E MEAS S35°05'07"E DEED	49.19' MEAS
L9	S58°52'59"W MEAS S58°57'14"W DEED	9.42' MEAS
L10	S51°18'45"E MEAS S51°14'30"E DEED	8.01' MEAS
L11	S51°49'25"W MEAS S51°53'40"W DEED	66.55' MEAS
L12	S35°09'22"E MEAS S35°05'07"E DEED	49.47' MEAS
L13	N54°13'30"E MEAS N54°17'45"E DEED	69.49' MEAS
L14	S36°44'41"E MEAS S36°40'25"E DEED	26.30' MEAS

**OUT PARCEL**  
 (THOMPSON FISH HOUSE & TURTLE CANNERY & DOCK)  
 EXCLUDED FROM THE LEASE PURSUANT TO  
 BOARD OF TRUSTEES DISCLAIMER NUMBER 41374  
**SUBMERGED LAND DESCRIPTION  
 SKETCH AND LEGAL DESCRIPTION**



SCALE:	1" = 80'
FIELD WORK DATE:	10/05/2021
MAP DATE:	10/25/2021
REVISION DATE:	03/25/2022
SHEET:	11 OF 14
DRAWN BY:	DRP
INVOICE NO.:	21-883

**SPECIFIC PURPOSE SURVEY**  
 SUBMERGED LAND LEASE  
 CITY OF KEY WEST, FLORIDA  
 (KEY WEST BIGHT)

THIS SHEET 11 OF 14, IS NOT FULL AND COMPLETE  
 WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13 & 14

Eric Isaacs

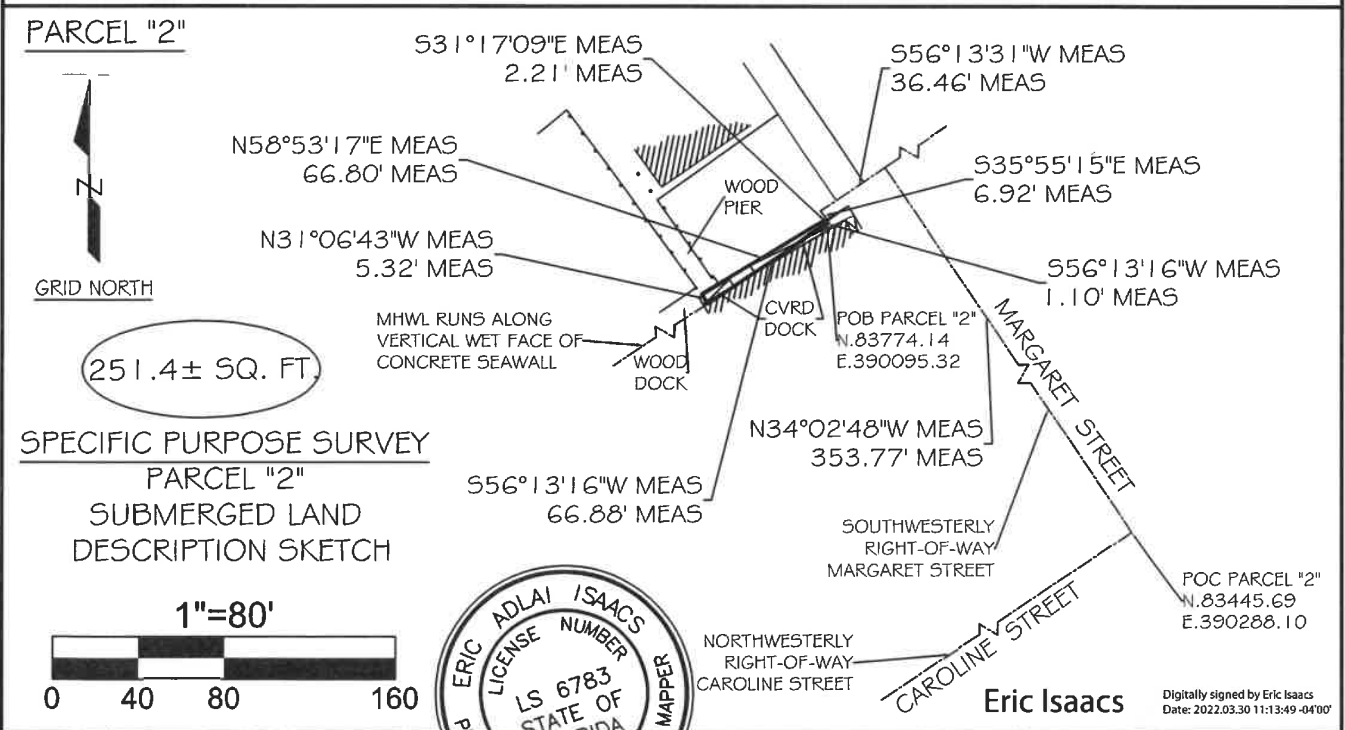
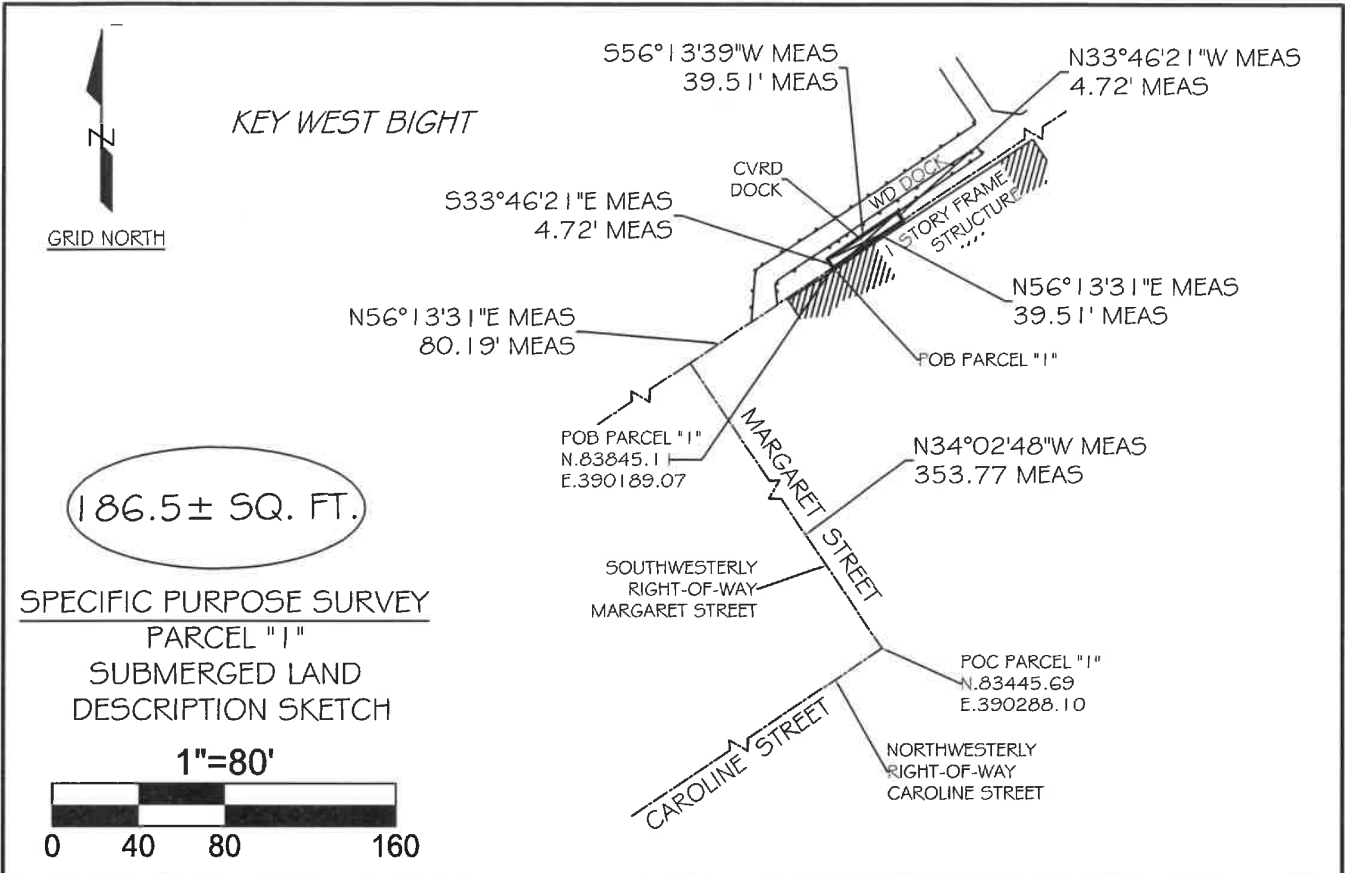
Digitally signed by Eric Isaacs

Date: 2022.03.25 11:14:18

-0410-



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



SCALE:	1" = 80'
FIELDWORK:	10/05/2021
DATE:	10/25/2021
MAP DATE:	03/25/2022
REVISION DATE:	
SHEET:	12 OF 14
DRAWN BY:	DRF
VOICE NO:	21-885

**SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE  
CITY OF KEY WEST, FLORIDA  
(KEY WEST BIGHT)**

THIS SHEET 12 OF 14, IS NOT FULL AND COMPLETE WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 & 14



I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 112, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, F.S. AND COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.

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

SIGNED:

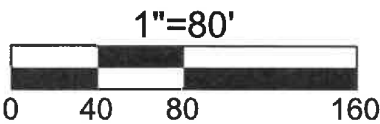
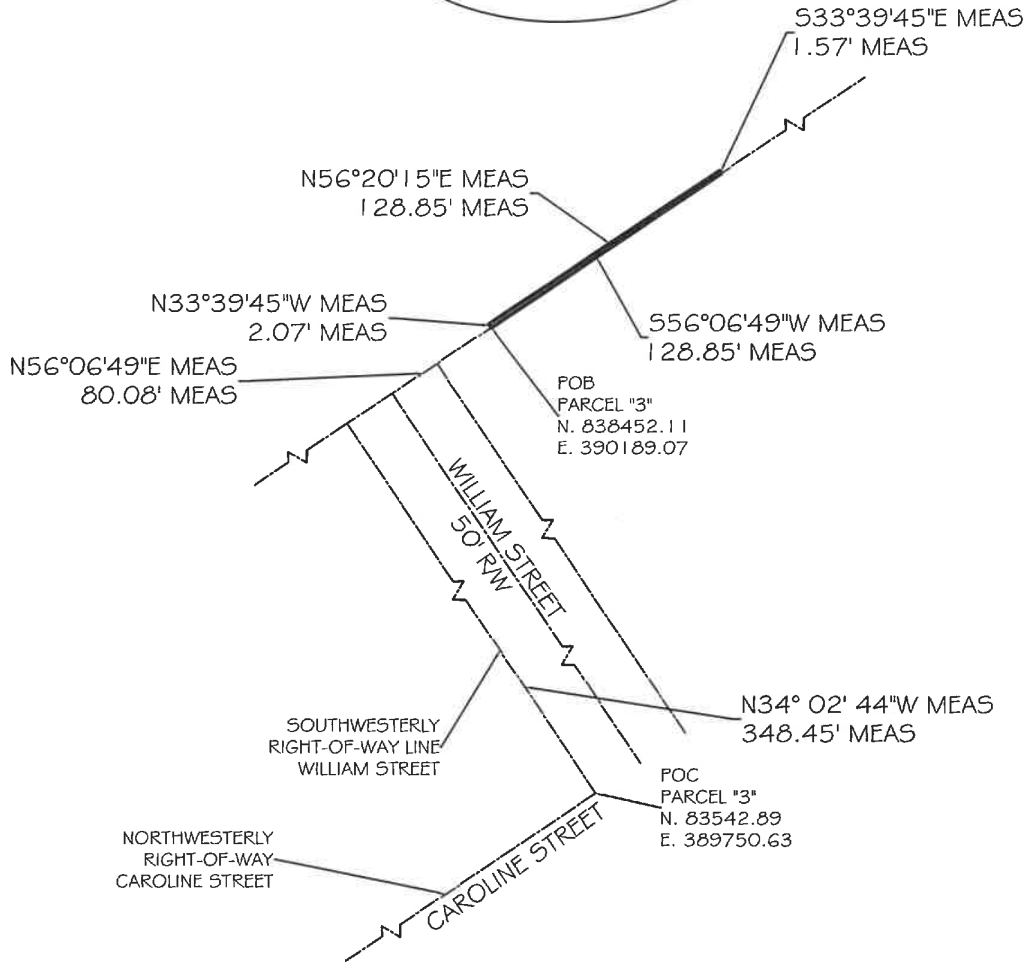
**Eric Isaacs**  
Digitally signed by Eric Isaacs  
Date: 2022.03.30 11:13:49 -0400

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

**SPECIFIC PURPOSE SURVEY  
PARCEL "3"  
SUBMERGED LAND  
DESCRIPTION SKETCH**



234.7 ± SQ. FT.



**Eric Isaacs** Digitally signed by Eric Isaacs  
Date: 2022.03.30 11:13:26  
-04'00'



SCALE: 1" = 80'
FIELD WORK DATE: 10/05/2021
MAP DATE: 10/25/2021
REVISION DATE: 03/25/2022
SHEET 13 OF 14
DRAWN BY: DRJ
INVOICE NO: 21-683

**SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE  
CITY OF KEY WEST, FLORIDA  
(KEY WEST BIGHT)**

THIS SHEET 13 OF 14, IS NOT FULL AND COMPLETE  
WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 4 14

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 54-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLES WITH CHAPTER 177, PART II, FLORIDA STATUTES

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

  
 SIGNED: ERIC A. ISAACS, LICENSE NUMBER 6783, PROFESSIONAL SURVEYOR AND MAPPER, 1747 7847



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





15  
21

8/20/93

Return to:  
Name: Robert Feldman, Esq. 766431  
Address: 417 Eaton Street  
Key West, Florida 33040

REC 1240 PAGE 1155

3360

This instrument prepared  
by: Robert C. McClymonds  
Name: SIRKIN & McCLYMONDS, P.A.  
Address: 7900 Red Road, Suite 25  
South Miami, Florida 33143

3360  
450

Property Appraiser's Parcel  
Identification Nos: 00000680  
00001730  
00002770  
00002670  
00002980  
00000230  
00000710

Grantee's Fed. I.D. No. [REDACTED]

FILED FOR RECORD  
93-JAN-8 P2:04  
MONROE

[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.

AND the Grantor hereby covenants with the Grantee that it is 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

760431 OFF REC 1240 PAGE 1156

Sara E. Brunger  
Signature

By: [Signature]

SARA E. BRUNGER  
Printed Name

Name: W. Dale Allen  
Title: Vice President

(CORPORATE SEAL)

Harvey A. Abrams  
Signature

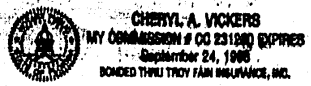
Harvey A. Abrams  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

[Signature]  
Special Warranty

The foregoing ~~Quit Claim~~ Deed was acknowledged before me this 1st 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:



TRACT A

766431

REC 1240 PAGE 1157

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; thence in a Northwesterly direction along the Northeasterly line of William Street a distance of 355 feet, more or less, to the outside face of the seawall; thence at right angles and in a Northeasterly direction along the outside face of a concrete seawall a distance of 402 feet, more or less, to the Southwesterly line of Margaret Street; thence at right angles in a Southeasterly direction along the Southwesterly line of Margaret Street, a distance of 355 feet, more or less, to the Northwesterly line of Caroline Street; thence at right angles and in a Southwesterly direction along the Northwesterly line of Caroline Street a distance of 402 feet, more or less, back to the Point of 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 329.35 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 S 50°00'00" W along the said Northwesterly Right-of-Way line of Caroline Street for 402.15 feet to the Point of Beginning.

RECORDERS MEMO.  
LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS  
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EXHIBIT A

1 of 5

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 Northeastly line of Margaret Street;  
 thence in a Northwesterly direction along the Northeastly line of Margaret Street a distance of 355 feet, more or less, to the outside face of the seawall;  
 thence at right angles and in a Northeastly direction a distance of 402 feet, more or less, to a point on the extension Northwesterly of the Southwesterly line of Grinnell Street;  
 thence at right angles and in a Southeasterly 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 Southwesterly 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 Southwesterly line of Grinnell Street, Key West, Florida;  
 thence South 33° 00' West along the Northwesterly line of Caroline Street, aforesaid, a distance of 251.12 feet;  
 thence North 34° 42' West, a distance of 144.26 feet;  
 thence North 34° 46' East, a distance of 29.25 feet;  
 thence North 35° 02' West, a distance of 208.03 feet, more or less, to the outside face of the seawall;  
 thence North 55° 18' East, 221.87 feet, more or less, to a point;  
 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 Northeastly line of Margaret Street;  
 thence in a Northwesterly direction along the Northeastly line of Margaret Street a distance of 355 feet, more or less, to the outside face of the seawall;  
 thence at right angles and in a Northeastly direction a distance of 402 feet, more or less, to a point on the extension Northwesterly of the Southwesterly line of Grinnell Street;  
 thence at right angles and in a Southeasterly 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 Southwesterly 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 Southwesterly line of Grinnell Street, Key West, Florida;  
 thence South 33° 00' West along the Northwesterly line of Caroline Street, aforesaid, a distance of 251.12 feet;  
 thence North 34° 42' West, a distance of 144.26 feet;  
 thence North 34° 46' East, a distance of 29.25 feet;  
 thence North 35° 02' West, a distance of 208.03 feet, more or less, to the outside face of the seawall;  
 thence North 55° 18' East, 221.87 feet, more or less, to a point;  
 thence South 35° 02' East, 351.4 feet to the Point of Beginning.

EXHIBIT A

RECORDERS MEMO:  
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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 Northwesterly a distance of 162 feet, more or less, to the outside face of the seawall, thence in a Northeastly direction and along a deflected angle to the right of 90° 17' a distance of 94 feet, more or less, along said seawall; thence in an Easterly direction and along a deflected angle to the right of 37° 37', a distance of 117 feet, more or less; thence in a Southerly direction and along a deflected angle to the right of 05° 57' a distance of 133 feet, more or less; thence in a Southwesterly direction and along a deflected angle to the right of 59° 01' a distance of 107 feet, more or less, back to the point or 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 Northeastly 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 Southeastly 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 Bight; 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.

RECORDED AS WRITTEN, TYPED, OR PRINTED  
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**EXHIBIT A**  
3 OF 5

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 deed is recorded in Deed Book C-65, Page 287-290; ALSO EXCEPTING that parcel of land conveyed by Warranty Deed recorded in Official Records Book 379, Page 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 238, of Monroe County, Florida records; AND ALSO EXCEPT parcel sold by Shelly Tractor and Equipment Co., which deed is recorded in Official Records Book No. 9, Pages 182-183, 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 Northwestly 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 Northwestly, perpendicular to the said Greene Street for a distance of 216 feet; thence run Northeasterly, parallel with the said Greene Street for a distance of 311.8 feet to the waters of Key West Harbor; thence run Southeasterly along the waters of said Key West Harbor for a distance of 17 feet to a concrete seawall; thence run Northeasterly along the face of said concrete seawall for a distance of 71 feet; thence continue along the face of said seawall in a Southeasterly direction for a distance of 198.2 feet to the Northwest right-of-way of said Greene Street extended Northeast; thence run Southwesterly along the Northwestly right-of-way of said Greene Street 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 Northwestly Right-of-Way line of Greene Street; thence N 49°55'10"E along the said Northwestly Right-of-Way line of Greene 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 NGVD) 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 Northwestly Right of Way line of Green Street; thence S 49°55'10" W along the said Northwestly Right-of-Way line of Greene Street for 368.41 feet to the Point of Beginning.

EXHIBIT A

4 of 5

RECORDERS MEMO: LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS UNSATISFACTORY ON THIS DOCUMENT WHEN RECEIVED

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; thence run Southeasterly along the Southwesterly right-of-way line of William Street and extension thereof for a distance of 106 feet; 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 Southeasterly 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.

**EXHIBIT A**  
 5 of 5

RECORDERS MEMO.  
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## 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).
- 11) The Covenant set forth in those certain deeds recorded in ~~Official Record Books~~ ~~Record Book~~ ~~Official Record Book~~ ~~Official Record Book~~ ~~Official Record Book~~, page \_\_\_\_\_; ~~Official Record Book~~ ~~Official Record Book~~ ~~Official Record Book~~ ~~Official Record Book~~, page \_\_\_\_\_, concerning the Henry C. Singleton, Sr., Memorial.   
*Clerks File Number 766411*  
*Clerks File Number 766412*  
*Clerks File Number 766414*
- 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).
- 13) Subject to the terms and conditions of unrecorded leases, notices of which have been given by Grantor to Grantee, if any.

Recorded in Official Records Book  
In Monroe County, Florida  
Record Verified  
DANNY L. VOLHAGE  
Clerk Circuit Court

RECORDER'S MEMO:  
LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS  
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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

DEPTH

Dissolved Oxygen-mg/l (diel samples taken at 4 hour intervals through a 24 hour period)	1 ft. below surface, mid-depth and 1 ft. above bottom
BOD <sub>5</sub>	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, NO <sub>2</sub> -N, NO <sub>3</sub> -N, and unionized ammonia (mg/l)	1 ft. below surface, mid-depth and 1 ft. above bottom
Total P and Ortho - PO <sub>4</sub> -P (mg/l)	1 ft. below surface mid-depth and 1 ft. above bottom
Oil and Grease (mg/l)	surface
Fecal and total coliform (#/100ml) (10 samples in a 30 day period)	surface

Doc# 1789889  
Bk# 2466 Pg# 407

Doc# 1863193  
Bk# 2547 Pg# 922

=====

arsenic total- $\mu$ /l	1 ft. above bottom
cadmium ( $\mu$ /l)	1 ft. above bottom
chromium VI ( $\mu$ g/l)	1 ft. above bottom
copper ( $\mu$ g/l)	1 ft. above bottom
lead ( $\mu$ g/l)	1 ft. above bottom
zinc ( $\mu$ g/l)	1 ft. above bottom
Specific Conductivity ( $\mu$ mhoz/em)	1 ft. below surface, mid-depth and 1 ft. above bottom
Polycyclic aromatic hydrocarbons total ( $\mu$ g/l)	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.	0.05
Chromium	top 2 cm.	1.0
Polycyclic aromatic hydrocarbons, (mg/l)	top 2 cm.	0.5

Doc# 1789889  
 Bk# 2466 Pg# 408

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Doc# 1863193  
 Bk# 2547 Pg# 923

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 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:

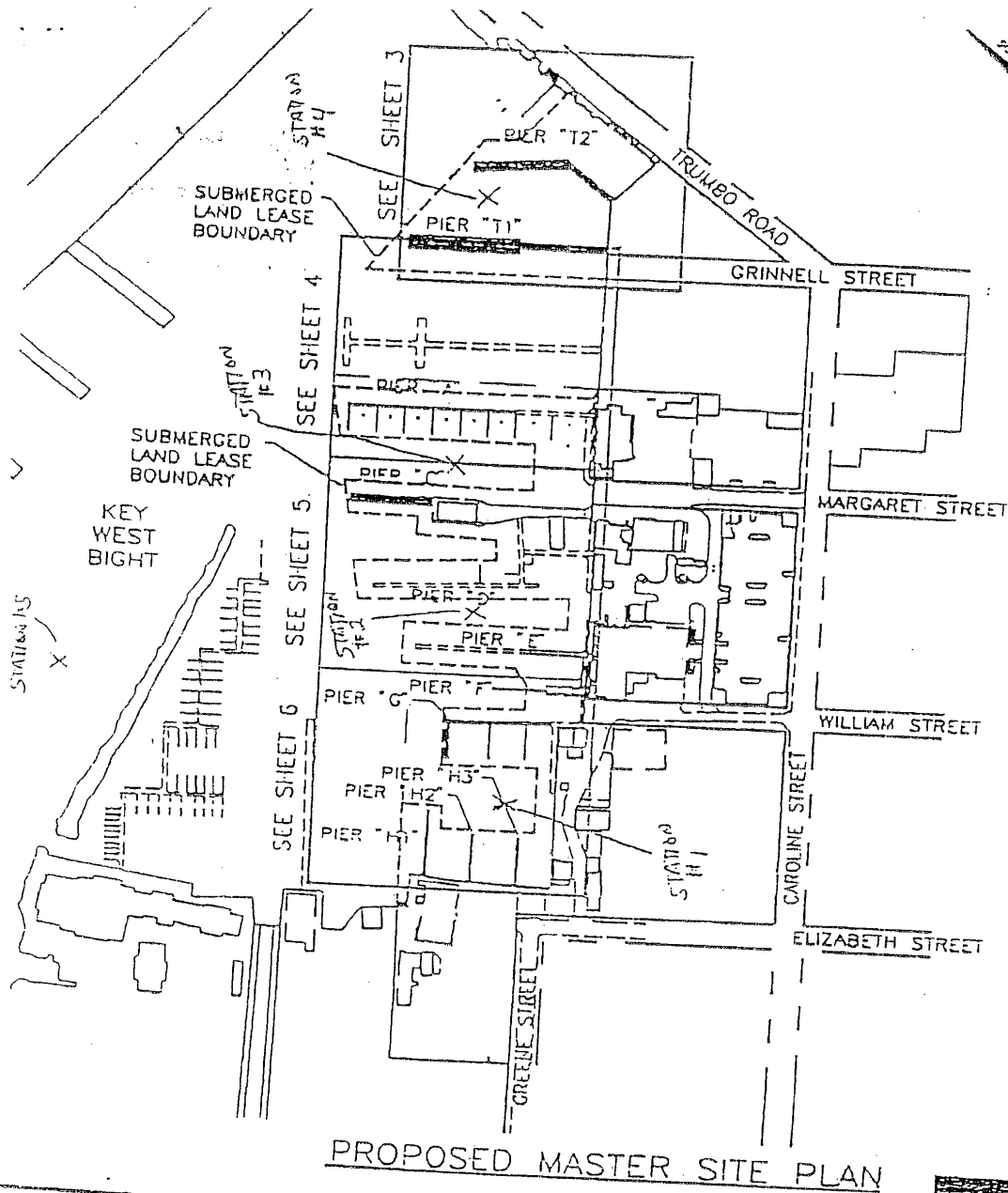
- (a) time of day samples taken;
- (b) water temperature (°C);
- (c) salinity (ppt);
- (d) depth of water body;
- (e) depth of sample;
- (f) antecedent weather conditions;
- (g) tidal stage and direction of flow;
- (h) wind direction and velocity;
- (i) identification of the sample location which corresponds 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.

Doc# 1789889  
Bk# 2466 Pg# 409

Doc# 1863193  
Bk# 2547 Pg# 924

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ATTACHMENT  
WATER QUALITY MONITORING PLAN



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 & PEEK, INC. | COUNTY: MONROE | DATE: 11/29/94

ATTACHMENT  
 WATER QUALITY MONITORING PLAN

Doc# 1789889  
 Bk# 2466 Pg# 410

Doc# 1863193  
 Bk# 2547 Pg# 925

MONROE COUNTY  
 OFFICIAL RECORDS  
 MONROE COUNTY  
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MONROE COUNTY  
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