

This Instrument Prepared By:
Karen Lee Reecy
Action No. 41466
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 FEE WAIVED LEASE

BOT FILE NO. 440356745

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 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 Sections 28, 29, 30, 31 and 32, Township 67 South, Range 25 East, in Bay of Florida, Monroe County, Florida, containing 5,446,970 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 23, 2011.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from December 11, 2019, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a public mooring field to be used exclusively for mooring of recreational vessels, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Wetland Resource Permit No. 442021579, dated December 29, 1995, Modified Permit No. 44-0155987-001, dated May 17, 1999, and Modified Permit No. 44-0170774-001, dated January 23, 2001, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. 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 permits 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.) or (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit 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. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. MOORING FIELDS- SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income derived from the mooring field and expenses incurred by Lessee and the Harbormaster for operation and maintenance of the mooring field to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, 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.

5. 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 term of this lease and any renewals 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.

6. 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.

7. 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 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.

8. 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.

9. 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 costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. 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
Post Office Box 1409
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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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 9 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.

18. REMOVAL COSTS: Subject to the noticing provisions of Paragraph 17 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.

19. 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.

20. 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 facility.

21. ADVERTISEMENT/SIGNS/ NON-WATERDEPENDENTACTIVITIES/ 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.

22. 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.

23. 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.

24. 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" tenancy at a mooring anchor exceed twelve (12) months, nor shall any such vessel constitute a legal or primary residence, and the Lessee shall comply with the following:

A. Lessee shall continue to maintain the "clean marina" designation for the Lessee's marina that services the liveaboard moorings authorized by this lease;

B. The moorings authorized by this lease shall be maintained as designed to prevent all chaffing of the waterway bottom in which the moor or repairs to the moorings shall be consistent with the approved design;

C. The Lessee shall continue to provide upland shore facilities for liveaboards authorized by this lease and shall continue to provide at a minimum garbage, showers and bathrooms, and receptacles for recycling for waste oil and fuel;

D. The Lessee shall require that occupied vessels with marine sanitation devices shall have their holding tanks pumped out at a minimum of a 7-day interval while continuously moored in the mooring field.

25. 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.

26. 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. 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.

C. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

D. Vessels moored within the leased premises shall comply with all aspects of the Management Plan of the City of Key West Mooring Field (the "Plan"), which has been adopted by the Lessee and approved by the State of Florida Department of Environmental Protection. The Plan is available for review at the City of Key West Mooring Field dockmaster's office and at the Department of Environmental Protection Branch office in Marathon, Florida.

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, Senior Management Analyst Supervisor,
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

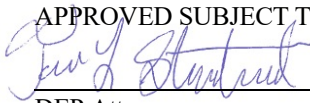
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by Brad Richardson, Senior Management Analyst Supervisor, 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:



3/4/2020

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

Teri Johnston

Typed/Printed Name of Executing Authority

Original Signature

Mayor

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 Teri Johnston as Mayor, for and on behalf of the 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

LOCATION MAP

4
N
N.T.S.



Lat: 24°34'35"
Long: 81°47'15"

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AUG 26 2011

U.S. Coast and Geodetic Survey "KEY WEST"

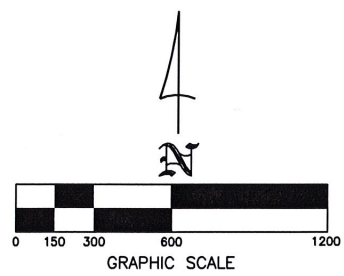
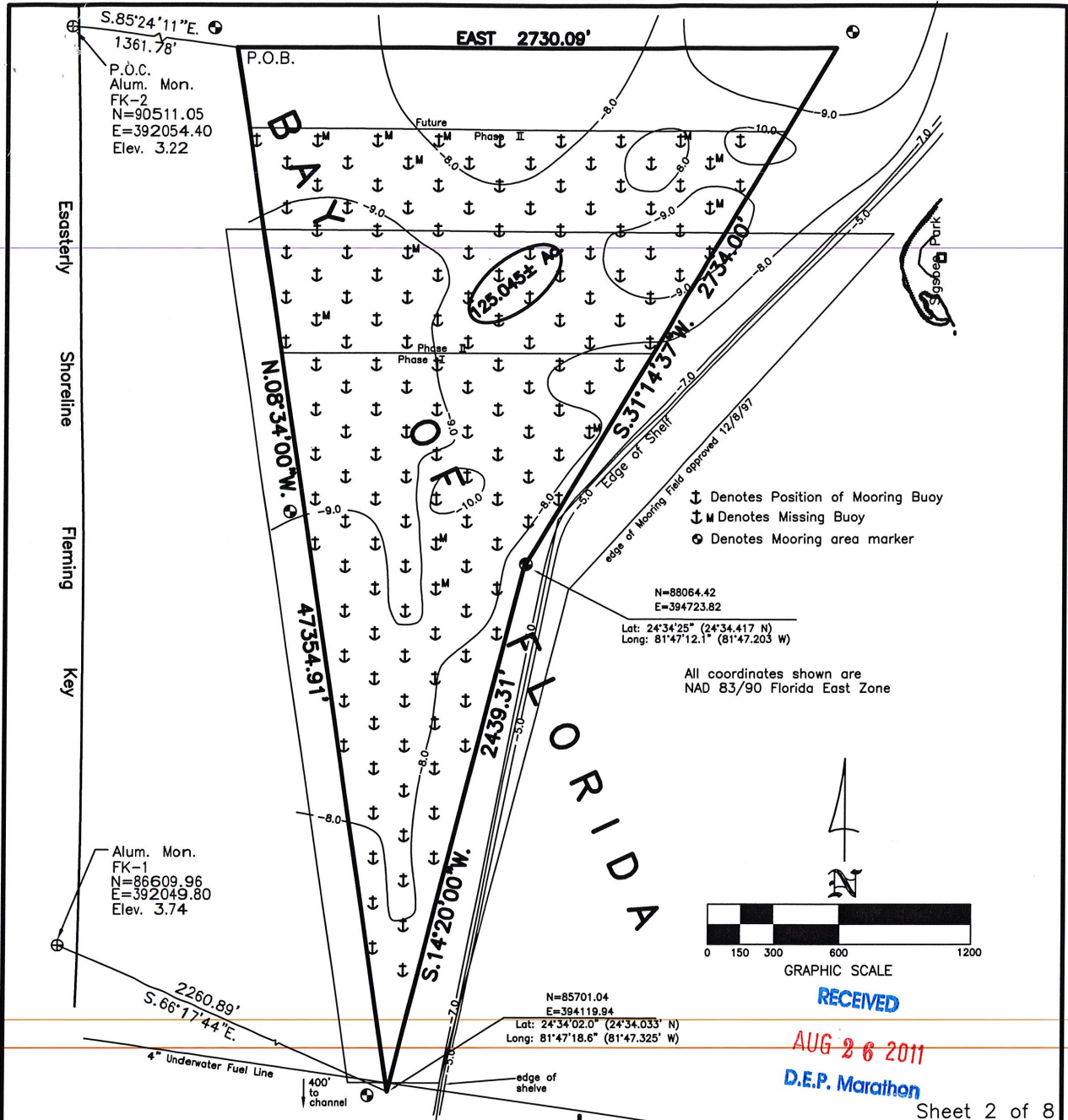
Sheet 1 of 8

City of Key West Bay of Florida (Mooring Field)			
Specific Purpose Survey Submerged Land Lease		Dwn No.: 11-150	
Scale: N.T.S.	Ref. File	Flood panel No.	Dwn. By: F.H.H.
Date: 4/06/11		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
8/23/11: Revise Lease Area			
f:\data\red\dwg\city\K.W.\MOORING1			

ISLAND SURVEYING INC.
ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
Suite 201
Key West, Fl. 33040

(305) 293-0466
Fax. (305) 293-0237
fhildeb1@bellsouth.net
L.B. No. 7700



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 AUG 26 2011
 D.E.P. Marathon

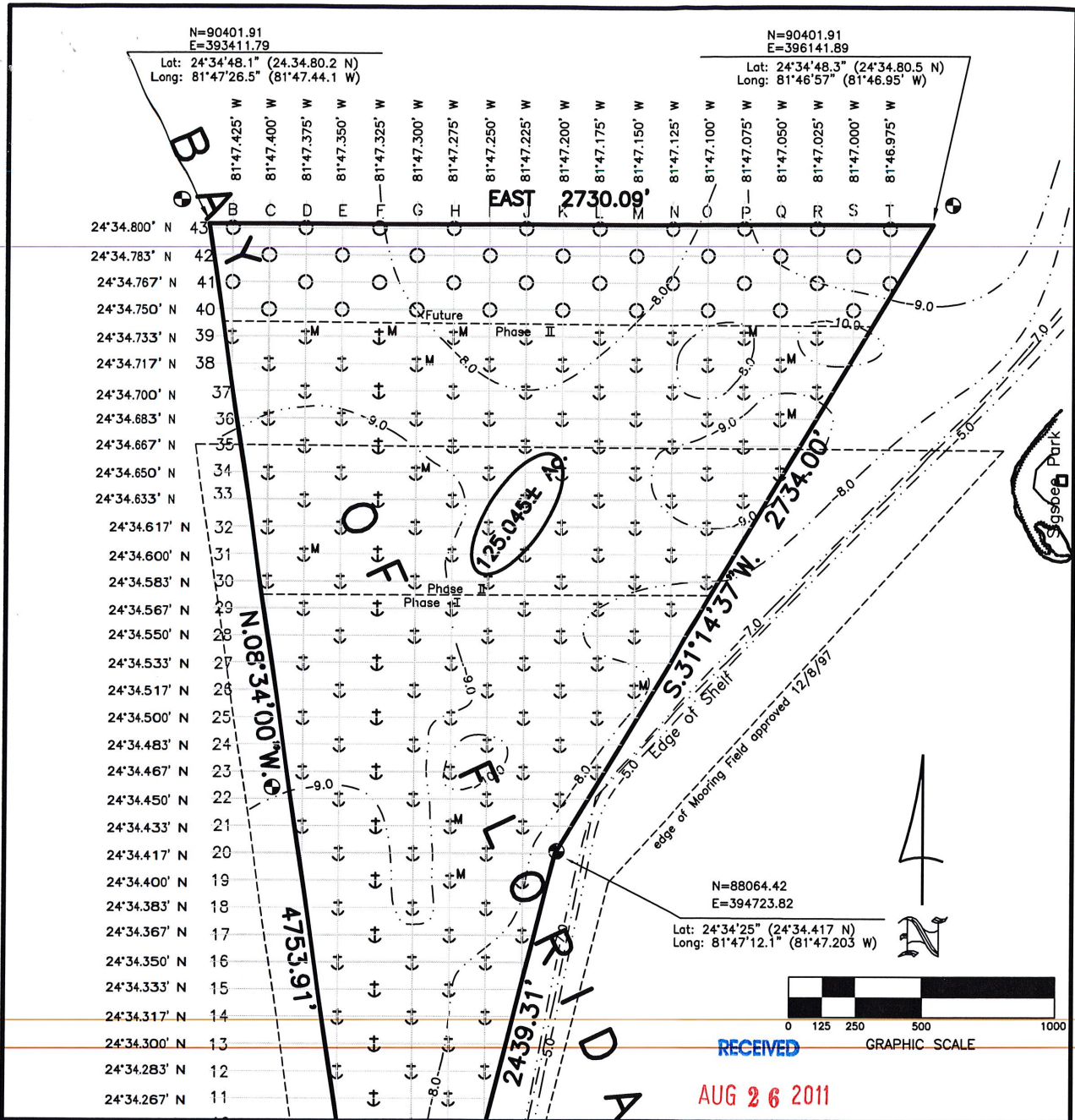
Sheet 2 of 8

City of Key West Bay of Florida (Mooring Field)			
Specific Purpose Survey Submerged Land Lease		Dwn No.: 11-150	
Scale: 1"=600'	Ref. File	Flood panel No.	Dwn. By: F.H.H.
Date: 4/06/11		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
8/23/11: Revise Lease Area			
f:/datafred/dwg/cityK.W./MOORING1			

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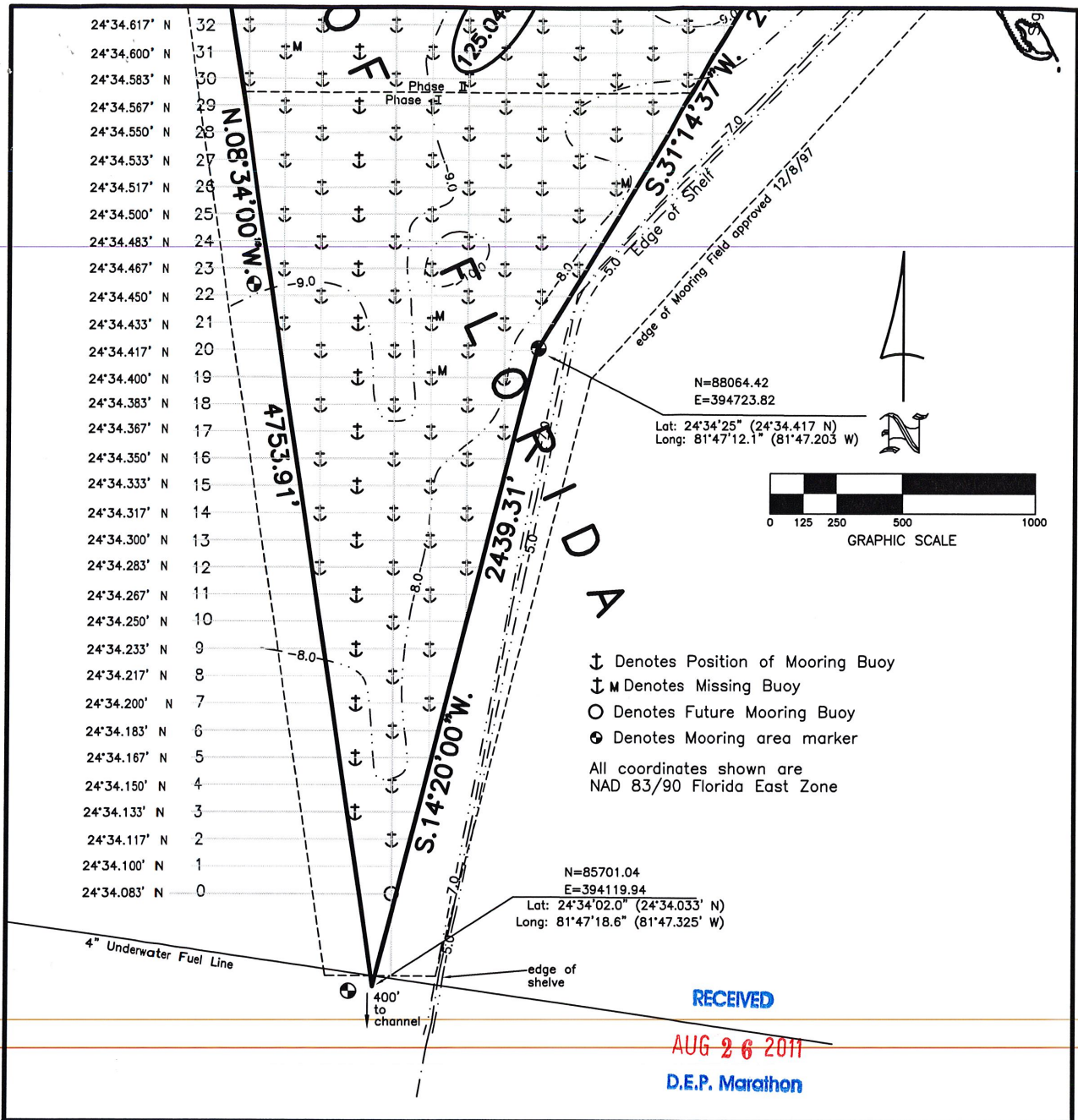
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Date: 4/06/11		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
8/23/11: revised lease area			
f:/datafred/dwg//cityK.W./MOORING1			

Sheet 3 of 8

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D.E.P. Marathon

City of Key West Bay of Florida (Mooring Field)			Sheet 4 of 8	
Specific Purpose Survey Submerged Land Lease		Dwn No.: 11-150		
Scale: 1"=500'	Ref. File	Flood panel No.	Dwn. By: F.H.H.	
Date: 4/06/11		Flood Zone:	Flood Elev.	
REVISIONS AND/OR ADDITIONS				
8/23/11: revised lease area				
f:/datafred/dwg//cityK.W./MOORING1				

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MOORING BUOY POSTIONS
PHASE I

POSITION	Latitude	Longitude
D-21	24°34.433' N	81°47.375' W
D-23	24°34.467' N	81°47.375' W
D-25	24°34.500' N	81°47.375' W
D-27	24°34.533' N	81°47.375' W
D-29	24°34.567' N	81°47.375' W
E-12	24°34.283' N	81°47.350' W
E-14	24°34.317' N	81°47.350' W
E-16	24°34.350' N	81°47.350' W
E-18	24°34.375' N	81°47.350' W
E-20	24°34.417' N	81°47.350' W
E-22	24°34.450' N	81°47.350' W
E-24	24°34.483' N	81°47.350' W
E-26	24°34.517' N	81°47.350' W
E-28	24°34.550' N	81°47.350' W
F-03	24°34.133' N	81°47.325' W
F-05	24°34.167' N	81°47.325' W
F-07	24°34.200' N	81°47.325' W
F-09	24°34.233' N	81°47.325' W
F-11	24°34.267' N	81°47.325' W
F-13	24°34.300' N	81°47.325' W
F-15	24°34.333' N	81°47.325' W
F-17	24°34.367' N	81°47.325' W
F-19	24°34.400' N	81°47.325' W
F-21	24°34.433' N	81°47.325' W
F-23	24°34.467' N	81°47.325' W
F-25	24°34.500' N	81°47.325' W
F-27	24°34.533' N	81°47.325' W
F-29	24°34.567' N	81°47.325' W
G-02	24°34.117' N	81°47.300' W
G-04	24°34.150' N	81°47.300' W
G-06	24°34.183' N	81°47.300' W
G-08	24°34.217' N	81°47.300' W
G-10	24°34.250' N	81°47.300' W
G-12	24°34.283' N	81°47.300' W
G-14	24°34.317' N	81°47.300' W
G-16	24°34.350' N	81°47.300' W
G-18	24°34.383' N	81°47.300' W
G-20	24°34.417' N	81°47.300' W
G-22	24°34.450' N	81°47.300' W
G-24	24°34.483' N	81°47.300' W
G-26	24°34.517' N	81°47.300' W
G-28	24°34.550' N	81°47.300' W
H-07	24°34.200' N	81°47.275' W
H-09	24°34.233' N	81°47.275' W
H-11	24°34.267' N	81°47.275' W
H-13	24°34.300' N	81°47.275' W
H-15	24°34.333' N	81°47.275' W
H-17	24°34.367' N	81°47.275' W

POSITION	Latitude	Longitude
H-19	24°34.400' N	81°47.275' W
H-21	24°34.433' N	81°47.275' W
H-23	24°34.467' N	81°47.275' W
H-25	24°34.500' N	81°47.275' W
H-27	24°34.533' N	81°47.275' W
H-29	24°34.567' N	81°47.275' W
I-12	24°34.283' N	81°47.250' W
I-14	24°34.317' N	81°47.250' W
I-16	24°34.350' N	81°47.250' W
I-18	24°34.383' N	81°47.250' W
I-20	24°34.417' N	81°47.250' W
I-22	24°34.450' N	81°47.250' W
I-24	24°34.483' N	81°47.250' W
I-26	24°34.517' N	81°47.250' W
I-28	24°34.550' N	81°47.250' W
J-17	24°34.367' N	81°47.225' W
J-19	24°34.4000' N	81°47.2306' W
J-21	24°34.433' N	81°47.225' W
J-23	24°34.467' N	81°47.225' W
J-25	24°34.500' N	81°47.225' W
J-27	24°34.533' N	81°47.225' W
J-29	24°34.567' N	81°47.225' W
K-22	24°34.450' N	81°47.200' W
K-24	24°34.483' N	81°47.200' W
K-26	24°34.517' N	81°47.200' W
K-28	24°34.550' N	81°47.200' W
L-23	24°34.467' N	81°47.175' W
L-25	24°34.500' N	81°47.175' W
L-27	24°34.533' N	81°47.175' W
L-29	24°34.567' N	81°47.175' W
M-26	24°34.517' N	81°47.150' W
M-28	24°34.550' N	81°47.150' W
N-29	24°34.567' N	81°47.125' W

RECEIVED
AUG 26 2011
D.E.P. Marathon

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REVISIONS AND/OR ADDITIONS			
8/23/11: Revise Lease Area			
f:/datafred/dwg//cityK.W./MOORING1			

Sheet 5 of 8



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**MOORING BUOY POSTIONS
PHASE II**


POSITION	Latitude	Longitude
B-39	24°34.733' N	81°47.425' W
C-30	24°34.583' N	81°47.400' W
C-32	24°34.617' N	81°47.400' W
C-34	24°34.650' N	81°47.400' W
C-36	24°34.683' N	81°47.400' W
C-38	24°34.717' N	81°47.400' W
D-31	24°34.600' N	81°47.375' W
D-33	24°34.633' N	81°47.375' W
D-35	24°34.667' N	81°47.375' W
D-37	24°34.700' N	81°47.375' W
D-39	24°34.733' N	81°47.375' W
E-30	24°34.583' N	81°47.350' W
E-32	24°34.617' N	81°47.350' W
E-34	24°34.650' N	81°47.350' W
E-36	24°34.683' N	81°47.350' W
E-38	24°34.717' N	81°47.350' W
F-31	24°34.600' N	81°47.325' W
F-33	24°34.633' N	81°47.325' W
F-35	24°34.667' N	81°47.325' W
F-37	24°34.700' N	81°47.325' W
F-39	24°34.733' N	81°47.325' W
G-30	24°34.583' N	81°47.300' W
G-32	24°34.617' N	81°47.300' W
G-34	24°34.650' N	81°47.300' W
G-36	24°34.683' N	81°47.300' W
G-38	24°34.717' N	81°47.300' W
H-31	24°34.600' N	81°47.275' W
H-33	24°34.633' N	81°47.275' W
H-35	24°34.667' N	81°47.275' W
H-37	24°34.700' N	81°47.275' W
H-39	24°34.733' N	81°47.275' W
I-30	24°34.583' N	81°47.250' W
I-32	24°34.617' N	81°47.250' W
I-34	24°34.650' N	81°47.250' W
I-36	24°34.683' N	81°47.250' W
I-38	24°34.717' N	81°47.250' W
J-31	24°34.600' N	81°47.225' W
J-33	24°34.633' N	81°47.225' W
J-35	24°34.667' N	81°47.225' W
J-37	24°34.700' N	81°47.225' W
J-39	24°34.733' N	81°47.225' W
K-30	24°34.583' N	81°47.200' W
K-32	24°34.617' N	81°47.200' W
K-34	24°34.650' N	81°47.200' W
K-36	24°34.683' N	81°47.200' W
K-38	24°34.717' N	81°47.200' W

POSITION	Latitude	Longitude
L-31	24°34.600' N	81°47.175' W
L-33	24°34.633' N	81°47.175' W
L-35	24°34.667' N	81°47.175' W
L-37	24°34.700' N	81°47.175' W
L-39	24°34.733' N	81°47.175' W
M-30	24°34.583' N	81°47.150' W
M-32	24°34.617' N	81°47.150' W
M-34	24°34.650' N	81°47.150' W
M-36	24°34.683' N	81°47.150' W
M-38	24°34.717' N	81°47.150' W
N-31	24°34.600' N	81°47.125' W
N-33	24°34.633' N	81°47.125' W
N-35	24°34.667' N	81°47.125' W
N-37	24°34.700' N	81°47.125' W
N-39	24°34.733' N	81°47.125' W
O-30	24°34.583' N	81°47.100' W
O-32	24°34.617' N	81°47.100' W
O-34	24°34.650' N	81°47.100' W
O-36	24°34.683' N	81°47.100' W
O-38	24°34.717' N	81°47.100' W
P-33	24°34.633' N	81°47.075' W
P-35	24°34.667' N	81°47.075' W
P-37	24°34.700' N	81°47.075' W
P-39	24°34.733' N	81°47.075' W
Q-34	24°34.650' N	81°47.050' W
Q-36	24°34.683' N	81°47.050' W
Q-38	24°34.717' N	81°47.050' W
R-37	24°34.700' N	81°47.025' W
R-39	24°34.733' N	81°47.025' W

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City of Key West Bay of Florida (Mooring Field)			
Specific Purpose Survey Submerged Land Lease		Dwn No.: 11-150	
Scale: 1"=500'	Ref. File	Flood panel No.	Dwn. By: F.H.H.
Date: 4/06/11		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
8/23/11: Revise Lease Area			
f:/datafred/dwg//cityK.W./MOORING1			

Sheet 6 of 8



ISLAND SURVEYING INC.

ENGINEERS PLANNERS SURVEYORS

3152 Northside Drive
Suite 201
Key West, Fl. 33040

(305) 293-0466
Fax: (305) 293-0237
fhildeb1@bellsouth.net
L.B. No. 7700

MOORING BUOY POSTIONS
FUTURE

POSITION	Latitude	Longitude
B-41	24°34.767' N	81°47.425' W
B-43	24°34.800' N	81°47.425' W
C-40	24°34.750' N	81°47.400' W
C-42	24°34.783' N	81°47.400' W
D-41	24°34.767' N	81°47.375' W
D-43	24°34.800' N	81°47.375' W
E-40	24°34.750' N	81°47.350' W
E-42	24°34.783' N	81°47.350' W
F-41	24°34.767' N	81°47.325' W
F-43	24°34.800' N	81°47.325' W
G-00	24°34.080' N	81°47.300' W
G-40	24°34.750' N	81°47.300' W
G-42	24°34.783' N	81°47.300' W
H-41	24°34.767' N	81°47.275' W
H-43	24°34.800' N	81°47.275' W
I-40	24°34.750' N	81°47.250' W
I-42	24°34.783' N	81°47.250' W
J-41	24°34.767' N	81°47.225' W
J-43	24°34.800' N	81°47.225' W
K-40	24°34.750' N	81°47.200' W
K-42	24°34.783' N	81°47.200' W
L-41	24°34.767' N	81°47.175' W
L-43	24°34.800' N	81°47.175' W
M-40	24°34.750' N	81°47.150' W
M-42	24°34.783' N	81°47.150' W
N-41	24°34.767' N	81°47.125' W
N-43	24°34.800' N	81°47.125' W
O-40	24°34.750' N	81°47.100' W
O-42	24°34.783' N	81°47.100' W
P-41	24°34.767' N	81°47.075' W
P-43	24°34.800' N	81°47.075' W
Q-40	24°34.750' N	81°47.050' W
Q-42	24°34.783' N	81°47.050' W
R-41	24°34.767' N	81°47.025' W
R-43	24°34.800' N	81°47.025' W
S-40	24°34.750' N	81°47.000' W
S-42	24°34.783' N	81°47.000' W
T-41	24°34.767' N	81°46.975' W
T-43	24°34.800' N	81°46.975' W

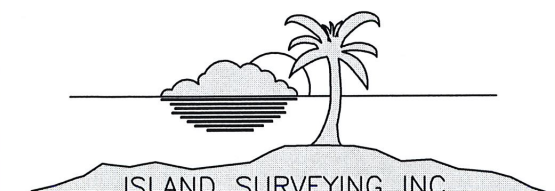
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Sheet 7 of 8

City of Key West Bay of Florida (Mooring Field)			
Specific Purpose Survey Submerged Land Lease		Dwn No.: 11-150	
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LEGAL DESCRIPTION: SUBMERGED LAND LEASE

Prepared by undersigned:

A parcel of submerged land in the Bay of Florida located in Township 67 South, Range 25 East, Monroe County Florida and being more particularly described as follows:

Commence at a Aluminium Monument (FK-2) located on Fleming Key, having for it coordinates N 90511.05, E 392054.40 (NAD-83, Florida East Zone); thence S 85°24'11" E for a distance of 1361.78 feet to the Northwest corner of a mooring field, having a coordinate of N 90,401.91, and E 393411.79 and also being the Point of Beginning of the following parcel; thence East for a distance of 2730.09 feet; thence S 31°14'37" W for a distance of 2734.00 feet; thence S 14°20'00" W for a distance of 2439.31 feet; thence N 08°34'00" W for a distance of 4753.91 feet to the Point of Beginning. Containing 5,446,969.93 square feet, or 125.0452 acres, more or less.

SURVEYOR'S NOTES:

North arrow based on State Plane Coord. (Florida East Zone)
 Reference Bearings: NAD/90 Florida East Zone
 Elevations based on N.V.A.D. 1988
 Bench Mark No.:FK-2, Elev. 3.22

Monumentation:

⊕ = Found Alumin. Disc. in Concrete

fd. = Found
 m. = Measured
 M.H.W.= Mean High Water
 Sec. = Section
 Twp. = Township
 Rge. = Range
 N.T.S.= Not to Scale

Mean High Water Elevation -0.25
 Mean Low Water Elevation -1.60
 This is a field survey
 Field Work performed on: 3/22/11

P.O.C.= Point of Commence
 P.O.B.= Point of Beginning

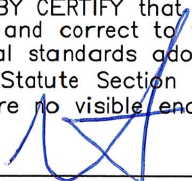
_____ -8.0 _____ Contour line showing the depth of water at Mean Low Water

The length of the boundary of the mooring field is 12,507.00 l.f.
 The entire land Lease lies in the Bay of Florida. No part of the lease abuts upland

CERTIFICATION made to: The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

CERTIFICATION:

I HEREBY CERTIFY that, the attached **Specific Purpose Survey, Submerged Land Lease** 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.



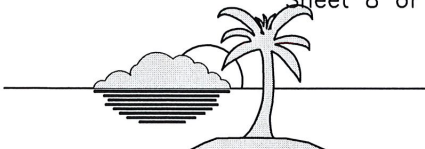
 FREDERICK H. HILDEBRANDT
 Professional Land Surveyor & Mapper No. 2749
 Professional Engineer No. 36810
 State of Florida

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D.E.P. Marathon

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

City of Key West Bay of Florida (Mooring Field)				Sheet 8 of 8	
Specific Purpose Survey Submerged Land Lease			Dwn No.:	11-150	
Scale: 1"=500'	Ref. File	Flood panel No.	Dwn. By: F.H.H.		
Date: 4/06/11		Flood Zone:	Flood Elev.		
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f:/datafred/dwg//cityK.W./MOORING1					
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