

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305 -809-3720)



Development Plan & Conditional Use Application

(Applications will not be accepted until they are complete)

Development Plan

Major X

Minor _____

Conditional Use

Historic District

Yes X

No _____



Please print or type and call the Planning Department if you have any questions.

- 1) Site Address: **Mallory Square**
- 2) Name of Applicant: **Trepanier & Associates, Inc. on behalf of Tropical Soup Corporation**
- 3) Applicant is: Owner _____ Authorized Representative X
(attached Authorization Form must be completed)
- 4) Address of Applicant: **P.O. Box 2155**
Key West, FL 33045-2155
- 5) Applicant's Phone # **305-293-8983** Fax **239-8748**
- 6) Name of Owner, if different than above: **City of Key West**
- 7) Address of Owner: **525 Angela St. Key West, FL 33040**
- 8) Owner Phone # : **305-809-3888** Fax _____
- 9) Zoning District of Parcel: **HPS** RE#: **Various¹**
- 10) Is Subject Property located within the Historic District? Yes X No _____
If Yes: Date of approval: **9/28/10** HARC #: **H10-01-355**
OR: Date of workshop _____ Date of expected approval _____
- 11) Description of Proposed Development and Use. Please be specific. List existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc . If there is more than one use, describe in detail the nature of each use. (Give concise description here and use a separate sheet if necessary)
Demo and rebuild existing restaurant to comply with ADA and FEMA requirements, and add ADA access to the Hospitality House. Project will result in an increase in landscaping, reduction in impervious surface, increased storm water retention, and in increase in open space.
- 12) Has subject Property received any variance(s)?

¹ Mallory Square is made up of Lots 2, 3, 4 & 5 of Square 3. This property has been assigned various RE numbers related to taxing of the various leaseholds. The RE numbers are as follows (RE's associated either in whole or in part with the leasehold subject to this application are *italicized*). RE Nos. 00000170-000000, *00072082-001100*, 00072082-001200, 00072082-001300, *00072082-001400*, 00072082-001700, 00072082-001900, 00072082-003500 & *00072082-003700*

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305 -809-3720)



12) Has subject Property received any variance(s)?

It is unknown to the Applicant if any variances have been granted to the subject property.

13) Are there any easements, deed restrictions or other encumbrances on the subject property?
Yes X No _____ If Yes, describe and attach relevant documents.

Mallory Square has many easements, leases etc. However, it is the applicant's understanding that none of these adversely affect the proposed leasehold.

- 14) A. For *Conditional Uses and Development Plans*, provide the information requested on the attached **Conditional Use and Development Plan** sheet.
B. For *Conditional Uses*, include also the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122.61 and 122.62 of the Land Development Regulations (copy attached).
C. For *Major Development Plans*, provide also the additional information requested on the **Development Plan Submission Materials** (Sections 108.226 through 108.232 of the Land Development Regulations, copy attached) and other information as determined by the Planning Staff.

Please note, development plan and conditional use approvals are quasi-judicial hearings and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

Verification

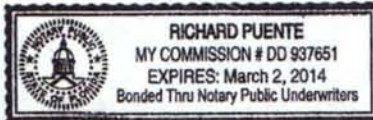
I, Trepanier & Associates, Inc. (please print), being duly sworn, depose and say that I am (check one) the owner _____ / owner(s) legal representative X of the property which is the subject matter of this application. All of the answers to the above questions, drawings, plans and any other attached data to this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.

Owen Trepanier, President - Trepanier & Associates, Inc.

Signature of Applicant

Subscribed and sworn to (or affirmed) before me on 10/5/10 (date) by Owen Trepanier (name of affiant, deponent or other signer). He/She is personally known to me or has presented _____ as identification.

Notary's Signature and Seal



Richard Puente

Name of Acknowledger typed, printed or stamped

Notary

Title or Rank

DD 937651

Commission Number

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



Required Plans and Related Materials

- I. Existing Conditions.
- A. Recent Survey of the site by a licensed Surveyor showing all dimensions including distances from property lines with:
- 1) Size of site; **3.55 acres or 154,988 sq. ft.**
 - 2) Buildings, structures, and parking: **Please see attached Survey.**
 - 3) FEMA Flood Zones: **V-Zone, Please see attached Survey.**
 - 4) Topography; **Please see attached Survey**
 - 5) Easements; **Mallory Square has many easements, leases etc. However, it is the applicant's understanding that none of these adversely affect the proposed leasehold.**
 - 6) Location of Utility Lines (sewer, water, electric, cable, and phone) adjacent and extending into the site. **Please see attached Site Plan**
- B) Existing size, type and location of trees, hedges, and other features. **Please see attached Survey.**
- C) Existing stormwater retention areas and drainage flows **Please see attached Survey.**
- D) A sketch showing adjacent land uses, buildings, and driveways. **Please see the attached site plan.**
- II. Proposed Development: Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.
- A) Site Plan to scale with North arrow and dimensions by a licensed architect or engineer.
- 1) Buildings **Please see attached Site Plan**
 - 2) Setbacks **Please see attached Site Plan**
 - 3) Parking: **Mallory Square is located within the heart of the Historic Commercial Pedestrian-Oriented Area. The existing and proposed restaurant are only accessible by pedestrians, bicyclists and other ambulatory-assistive vehicles. Mallory Square contains a 100-space parking lot, of which only 1 space is dedicated for a specific commercial use².**
 - a. Number, location and size of automobile and bicycle spaces: **Mallory Square has a 100-space parking lot operated by the City. 16 new bicycle spaces will be accommodated around the proposed leasehold as depicted on the plans.**
 - b. Handicapped spaces: **This proposal does not include parking automobile parking provisions in excess of that currently provided for Mallory Square. The Applicant assumes the City-run parking lot complies with ADA requirements for handicapped spaces.**
 - c. Curbs or wheel stops around landscaping **Landscape protections are provided as depicted in the attached landscape plan**
 - d. Type of pavement: **Pavement to match existing materials located at Mallory Square, please see attached plans.**
 - 4) Driveway dimensions and material: **No driveways are proposed as part of this application.**
 - 5) Location of Utility Lines (sewer, water, electric, cable, and phone) adjacent and extending into the site. **Please see attached plans**
 - 6) Signs: **All signage will comply with the City's sign ordinance and be HARC approved**
 - 7) Project Statistics:
 - a. Zoning **Historic Public Service ("HPS")**
 - b. Size of site **3.55 acres or 154,988 sq. ft.**
 - c. Number of units **No residential units are proposed.**
 - d. If non-residential, floor area & proposed floor area ratio:
Existing: 38,795 sq. ft. FAR: 0.25
Proposed: 43,296 sq. ft. FAR: 0.27
 - e. Consumption area of restaurants & bars: **The property has an existing restaurant with approximately 2,344 sq. ft. of consumption area. 2,344 sq. ft. of consumption area permits 156 seats. The redeveloped restaurant seeks a future operation of 240 seats. However, under a literal interpretation of the existing LDRs only 156 seats may be permitted at this time.**

² According to the City of Key West Parking Manager (10/01/10 email)

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



The consumption area for the existing restaurant is derived from the lease agreement between the City of Key West and Island Adventures of Key West, Inc. as permitted in the settlement agreement of Island Adventures of Key West v. City of Key West. A conservative calculation of consumption area reveals at least 2,344 sq. ft. was permitted as a result of this settlement agreement. As permitted by code, the proposed redeveloped restaurant will incorporate alcohol sales (beer, wine, liquor) accessory to the restaurant use

Consumption Area Calculations			
Parcel 2	Existing	3,494.4 Sq. Ft.	(Gross Leaseable Area)
		-1,150.4 Sq. Ft.	(Non Consumption Area)
	Total	2,344.0 Sq. Ft.	(156 Seats @ 15 S.F./seat)
	Proposed	2,344.0 Sq. Ft.	(156 Seats @ 15 S.F./seat) ³
Parcel 1	Existing	0 Sq. Ft.	(0 Seats @ 15 S.F./seat) ⁴

f. Open space area and open space ratio:

Existing: 14,173 sq. ft. (9.14%)⁵

Proposed: 14,208 sq. ft. (9.16%)

g. Impermeable surface area and impermeable surface ratio:

Existing: 140,815 sq. ft. (90.85%)

Proposed: 140,780 sq. ft. (90.83%)

h. Number of automobile and bicycle spaces required and proposed: Please see No. 3 above.

B) Building Elevations

1) Drawings of the building from each direction Please see attached Building Elevation Plans

2) Height of building 34' 8.5"

3) Finished floor elevations and bottom of first horizontal structure Please see attached Building Elevation Plans

4) Height of existing and proposed grades Please see attached Building Elevation Plans

C) Drainage Plan: Existing & Proposed with retention areas and calculations: Please see attached

D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed: Please see attached

III. Solutions Statement. Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

Mallory Square is a very large parcel; the proposed redevelopment is located on a small portion hereinafter referred to as the "leasehold". The leasehold currently contains a restaurant built around and including a non-contributing structurally compromised⁶ cistern. The applicant is seeking to convert the structure into a new FEMA-compliant restaurant with future outdoor café-style seating. The cistern will be incorporated into the new design if permitted to remain. The new proposed structure will be elevated above the velocity flood zone and constructed to comply with the Florida Building Code and FEMA standards. A "Dark Sky" lighting scheme will be employed along with energy efficient lighting and water saving features. A recycling program

³ The redeveloped restaurant seeks a future operation of 240 seats. However, under a literal interpretation of the existing LDRs only 156 seats may be permitted at this time. Therefore, if and when an expansion can occur, an amendment to this application will be pursued

⁴ *ibid.*

⁵ In an abundance of caution we based our calculations of open space on pervious surface, however, the definition of open space includes active recreation areas. If we include the bricked active recreation areas of Mallory Square in the open space calculation, the percentage of open space is 60-70% and no variance is required.

⁶ According to the 8/3/10 report by Seatech, Inc. (attached)



DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



will be implemented and reusable plates, cups, and dining ware will be used. The project will comply with F.S. 255.2575(2) – compliance with an accepted 3rd party environmental standard. The project will result in a decrease in impervious surface, an increase in landscaping and improved storm water management. Public access across the site will be maintained.

Development Plan Submission Materials

Sec. 108-226. Scope.

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties;
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

Sec. 108-227. Title block.

The development plan shall contain the following pertaining to the title block:

- (1) Name of development.
- (2) Name of owner/developer. Tropical Soup Corporation, Inc.
- (3) Scale. Please see attached Plans
- (4) North arrow. Please see attached Plans
- (5) Preparation and revision date. Please see attached Plans
- (6) Location/street address of development. Mallory Square



Sec. 108-228. Identification of key persons.

The development plan shall contain the following pertaining to identification of key persons:

- (1) Owner. City of Key West
- (2) Owner's authorized agent. Tropical Soup Corp.
- (3) Applicant: Tropical Soup Corp.
- (4) Applicant's Authorized Agent: Trepanier & Associates, Inc.
- (5) Engineer: Seatech, Inc.
- (6) Architect. William P Horn, Architect, P.A.
- (7) Surveyor: Island Surveying, Inc.
- (8) Landscape architect and/or environmental consultant. Elizabeth Newland Landscape Architecture, LLC
- (9) Others involved in the application: NA
- (10) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient. C.W. Dement, PSD⁷

Sec. 108-229. Project description.

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

- (1) Zoning (include any special districts). HPS

⁷ Please see attached.

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



- (2) Project site size (acreage and/or square footage). 3.55 acres or 154,988 sq. ft.
- (3) Legal description. KW Lots 2,3,4,5 Sqr. 3
- (4) Building size: Please see attached plans
- (5) Floor area ratio, permitted and proposed:

<u>Permitted:</u>	<u>1.0 (154,988 sq. ft.)</u>
<u>Existing:</u>	<u>0.25 (38,795 sq. ft.)</u>
<u>Proposed:</u>	<u>0.27 (43,296 sq. ft.)</u>
- (6) Lot coverage, permitted and proposed

<u>Permitted:</u>	<u>40.0% (61,995 sq. ft.)</u>
<u>Existing:</u>	<u>21.4% (33,162 sq. ft.)</u>
<u>Proposed:</u>	<u>23.2% (36,017 sq. ft.)</u>
- (7) Impervious surface.

<u>Permitted:</u>	<u>50.0% (77,494 sq. ft.)</u>
<u>Existing:</u>	<u>90.9% (33,162 sq. ft.)</u>
<u>Proposed:</u>	<u>90.8% (36,017 sq. ft.)</u>
- (8) Pervious surface.

<u>Permitted:</u>	<u>77,494 sq. ft. (50.0%)</u>
<u>Existing:</u>	<u>14,173 sq. ft. (9.14%)</u>
<u>Proposed:</u>	<u>14,208 sq. ft. (9.16%)</u>
- (9) Landscape areas:

<u>Permitted:</u>	<u>30,998 sq. ft. (20.0%)</u>
<u>Existing:</u>	<u>14,173 sq. ft. (9.14%)</u>
<u>Proposed:</u>	<u>14,208 sq. ft. (9.16%)</u>
- (10) Parking spaces, permitted and proposed. The subject property lies within the Historic Commercial Pedestrian Area. No additional consumption area is proposed for immediate use and therefore no additional parking is required. The restaurant use at Mallory is an existing nonconforming use. An expansion of a nonconforming use is not encouraged by the LDRs, however, if and when an expansion is permitted, we will seek to amend the approval to expand consumption area to permit at least 240 seats.
- (11) Delineation of location of existing and proposed structures. Please see attached Site Plan
- (12) Existing and proposed development type denoted by land use including density/intensity.

<u>Existing:</u>	<u>Restaurant</u>
<u>Proposed:</u>	<u>Restaurant</u>
- (13) Setbacks. Please see attached Site Plan



Sec. 108-230. Other project information.

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization: Project is proposed to be completed in a single phase. However, at such time that the code permits the expansion of the restaurant, we will seek approval of at least 240 seats.
- (2) Target dates for each phase: Construction is targeted to begin within 6 months of this development approval and expected to be complete within 14 months of commencement.
- (3) Expected date of completion: Fall 2012
- (4) Proposed development plan for the site: Please see attached
- (5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospital beds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses). This project does not propose any residential units. It consists of restaurant use only

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



- (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site. **NA**
- (7) Buildings and siting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations: **The new proposed structure will comply with FEMA flood zone elevation requirements.**
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas: **This project is not located within an environmentally sensitive area; however, significant improvements will be made to the storm water management system in and around the leasehold which will improve near shore water quality.**

Sec. 108-231. Residential developments.

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms; **NA – No residential units proposed.**
 - (2) Tenure (i.e., owner-occupied or rental); and **NA – No residential units proposed.**
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home. **NA – No residential units proposed.**
- (b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements. **NA – No residential units proposed.**

Sec. 108-232. Intergovernmental coordination: **Intergovernmental Coordination is normally achieved through the DRC meeting process.**

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies, that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - i. State fish and wildlife conservation commission (F&GC).
 - j. The county.
- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land. **No activity is required or proposed to impact wetland communities or submerged lands.**
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.



Verification Form



Verification Form

Please note, Conditional Use requests are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the request outside of the hearing.

This form should be completed by the applicant. Where appropriate, please indicate whether applicant is the owner or a legal representative. If a legal representative, please have the owner(s) complete the following page, "Authorization Form."

I, JAMES K. SCHOLL, being duly sworn, depose and say
Name(s) of Applicant(s)

that: I am (check one) the Owner X Owner's Legal Representative
for the property identified as the subject matter of this application:

Mallory Square Developed Plan
Street Address and Commonly Used Name (if any)

All of the answers to the above questions, drawings, plans and any other attached data which make up this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.

J.K. Scholl
Signature of Owner/Legal Representative Signature of Joint/Co-owner

Subscribed and sworn to (or affirmed) before me on November 4, 2010 (date) by Jim Scholl (name). He/She is personally known to me or has

presented as identification.

Portia Y. Navarro
Notary's Signature and Seal



Portia Y. Navarro Name of Acknowledger typed, printed or stamped

Public Notary Title or Rank Commission Number (if any)

Verification Form

Please note, variances are quasi-judicial hearings and it is improper to speak to a Planning Board or Board of Adjustment Member about the variance outside of the hearing.

This form should be completed by the applicant. Where appropriate, please indicate whether applicant is the owner or a legal representative. If a legal representative, please have the owner(s) complete the following page, "Authorization Form."

I, Trepanier & Associates, Inc., being duly sworn, depose and say
Name(s) of Applicant(s)

that: I am (check one) the _____ Owner Owner's Legal Representative
for the property identified as the subject matter of this application:

Mallory Square

Street Address and Commonly Used Name (if any)

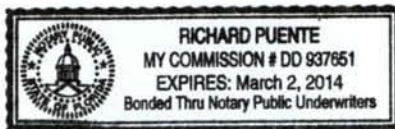
All of the answers to the above questions, drawings, plans and any other attached data which make up this application, are true and correct to the best of my knowledge and belief and that if not true or correct, are grounds for revocation of any action reliant on said information.

[Signature] for Trepanier & Associates, Inc.
Signature of Owner/Legal Representative Signature of Joint/Co-owner

Subscribed and sworn to (or affirmed) before me on 10/5/10 (date) by
Owen Trepanier (name). He/She is personally known to me or has

presented _____ as identification.

[Signature]
Notary's Signature and Seal



Richard Puente Name of Acknowledger typed, printed or stamped

Notary Title or Rank DD 937651 Commission Number (if any)



Authorization Form

DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



Authorization Form

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, **Jim Scholl, Key West City Manager**, authorize

Please Print Name(s) of Owner(s)

Tropical Soup Corporation

Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

J. K. Scholl
Signature of Owner

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on October 14th 2010 (date) by

Jim K. Scholl
Please Print Name of Affiant

He/She is personally known to me or has presented _____ as identification.

Portia Y. Navarro
Notary's Signature and Seal

PORTIA Y. NAVARRO Name of Acknowledger printed or stamped

NOTARY Public Title or Rank

Commission Number, if any



DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION
City of Key West Planning Department
604 Simonton Street, Key West, FL 33040
(305) 809-3720



Authorization Form

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Tropical Soup Corporation

authorize

Please Print Name(s) of Owner(s)

Trepanier & Associates, Inc.

Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

[Signature]
Signature of Owner

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on October 22, 2010 (date) by

Caren W. Dement
Please Print Name of Affiant

He/She is personally known to me or has presented _____ as identification.

[Signature]
Notary's Signature and Seal



_____ Name of Acknowledger printed or stamped

_____ Title or Rank

_____ Commission Number, if any





[Home](#)
 [Contact Us](#)
 [E-Filing Services](#)
 [Document Searches](#)
 [Forms](#)
 [H](#)

[Previous on List](#)
 [Next on List](#)
 [Return To List](#)

Entity Nam

[No Events](#)
 [No Name History](#)

Detail by Entity Name

Florida Profit Corporation

TROPICAL SOUP CORPORATION

Filing Information

Document Number P10000015973
FEI/EIN Number NONE
Date Filed 02/22/2010
State FL
Status ACTIVE
Effective Date 02/17/2010

Principal Address

415 WALL STREET
KEY WEST FL 33040

Mailing Address

415 WALL STREET
KEY WEST FL 33040

Registered Agent Name & Address

DEMENT, C W
 415 WALL STREET
 KEY WEST FL 33040 US

Officer/Director Detail

Name & Address

Title PSD

DEMENT, C W
 415 WALL STREET
 KEY WEST FL 33040 US

Annual Reports

No Annual Reports Filed

Document Images



02/22/2010 -- Domestic Profit

[View image in PDF format](#)

Note: This is not official record. See documents if question or conflict.

[Previous on List](#)

[Next on List](#)

[Return To List](#)

Entity Narr

No Events

No Name History

[Sub](#)

[| Home](#) | [Contact us](#) | [Document Searches](#) | [E-Filing Services](#) | [Forms](#) | [Help](#) |

Copyright © and Privacy Policies
State of Florida, Department of State

Deed



THIS INDENTURE, Made this 30th day of August, A. D. 1952,
between GULF ATLANTIC TRANSPORTATION CO., a corporation existing
under the laws of the State of Florida, having its principal place of business
in the County of Duval and State of Florida, party of the first part, and The
City of Key West, Florida, a municipal corporation organized and existing
under the laws of the State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in
consideration of the sum of One Hundred Fift. Thousand Dollars, to it in
hand paid, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, aliened, remised, released, conveyed and confirmed, and
by these presents doth grant, bargain, sell, alien, remise, release, convey
and confirm unto the said party of the second part, its successors and assigns
forever. all that certain parcel of land lying and being in the County of
Monroe and State of Florida, more particularly described, as follows:

On the Island of Key West, Florida, and known as part of
Lots 2, 3, 4, and 5 in Square 3, as shown on William A.
Whitehead's Map of said City, delineated in February, 1829,
being described by metes and bounds as follows:

Beginning at the Northerly corner of Wall and Whitehead
Streets, and running thence in a Northerly direction along
the Westerly side of Wall Street 464 feet to a point; thence
at right angles and in a Westerly direction 362.2 feet to the
waters of the harbor of said City; thence meander along the
waters of the harbor in a Southerly direction to the Northerly
side of Whitehead Street, if extended; thence along said
Northerly side of Whitehead Street, if extended, back to the
point of beginning.

TOGETHER with all the tenements, hereditaments and appurtenances,
with every privilege, right, title, interest and estate, reversion, remainder
and easement thereto belonging or in anywise appertaining.

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

And the said party of the first part doth covenant with the said
party of the second part that it is lawfully seized of the said premises that
they are free of all incumbrances, and that it has good right and lawful
authority to sell the same; and the said party of the first part does hereby

Attachment B
Page 11 of 12 Pages
SL No. 440769265

fully warrant the title to said land, and will defend the same against: the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Assistant Secretary, the day and year above written.



Signed, Sealed and Delivered in Our Presence:

GULF ATLANTIC TRANSPORTATION CO.

J. J. Johnson
Sadie E. Foster

By *H. G. Williams* (SEAL)
President

ATTEST:
By *Edna B. Wallace* (SEAL)
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL) SS.

State of Florida, County of Monroe
This instrument was filed for record the 3rd day of Sept.
1952 at 3:35 p.m. and duly recorded in Book
Book 0-6 on Page 274/275 File No. 29005
E. B. ADAMS, Clerk Circuit Court

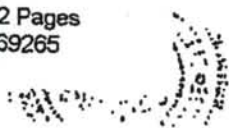
I HEREBY CERTIFY, That on this _____ day of August, A. D. 1952, before me personally appeared H. G. Williams and Edna B. Wallace, President and Assistant Secretary, respectively, of GULF ATLANTIC TRANSPORTATION CO., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to The City of Key West, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Jacksonville, in the County of Duval and State of Florida, the day and year last aforesaid.

Lawrence R. Owen
Notary Public, State of Florida at Large.

Notary Public, State of Florida at Large.
My Commission expires May 10, 1958.
Bonded by American Fire & Casualty Co.

MONROE COUNTY
OFFICIAL RECORDS



CONSENT TO LEASE IN ORDER TO ALLOW USE OF
RIPARIAN RIGHTS

Doc# 1493547
Bkn 2888 Pg# 948

WHEREAS Ocean Key House Associates, a Pennsylvania Limited Partnership, owns riparian rights which include free and unobstructed view regarding the area designated as Parcel "B," on the attached survey, and

WHEREAS the City of Key West, a municipality, is desirous of leasing Parcel "B" from the Florida Board of Trustees of the Internal Improvement Trust Fund, and

WHEREAS Ocean Key House Associates acknowledges that periodically some cruise ships docked at the Mallory Square Cruise Ship Dock, (Parcel "A" as indicated on the attached survey) may encroach upon the riparian area of Parcel "B", and

WHEREAS Ocean Key House Associates recognizes the economic desirability of facilitating cruise ship operations by the lease of the submerged land from the Florida Board of Trustees of the Internal Improvement Trust Fund.

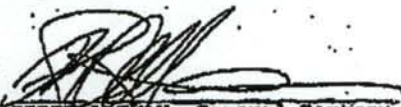
BE IT THEREFORE RESOLVED that Ocean Key House Associates waives any objections to and consents to the Florida Board of Trustees of the Internal Improvement Trust Fund leasing to the City of Key West, the area designated Parcel "B" as shown on the certified sealed survey performed by Joe M. Trice, dated March 18th, 1984. This consent is only for the purpose of allowing the cruise ships to overhang the navigable waters above the submerged lands defined as Parcel "B" and specifically, the submerged land lease is for the use of the adjacent Key West cruise ship dock. In no circumstances will this consent to lease be construed to allow any construction of any kind on the submerged land of Parcel "B".

BE IT FURTHER RESOLVED, that this consent to lease is for the full term of the submerged lands lease by Florida's Trustees of the Internal Improvement Trust Fund to the City of Key West, including renewals of that lease.

IN WITNESS WHEREOF the said corporation has caused this document to be executed in its name and duly authorized this day of April, 1989.

Francis P. Rogers

Patricia Sapp
Witnesses



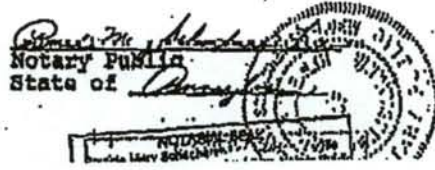
BERYL ALTMAN, General Partner
Ocean Key House Associates,
Partnership

STATE OF }
COUNTY OF } ss.

I HEREBY CERTIFY that on this day, before me; an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared BERYL ALTMAN Ocean Key House Associates, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested.

WITNESS my hand and official seal in the County and state last aforesaid this 5 day of May, 1989.

Attachment A
Page 10 of 12 Pages
SL No. 440769265


Notary Public
State of Florida



This Instrument Prepared By:
Glen Teal
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

12

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

SOVEREIGNTY SUBMERGED LANDS RENEWAL

No. 440769265
PA No. : 44-0142062-002-ES

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 sovereign lands described as follows:

A parcel of sovereign submerged land in Section 31,
Township 67 South, Range 25 East, Section 06,
Township 68 South, Range 25 East, in Key West Harbor,
Monroe County, containing 115,663 square feet, more
or less, as is more particularly described and shown on
Attachment A, dated August 10, 2000.

TO HAVE THE USE OF the hereinabove described premises from August 8, 2004, the effective date of this modified lease, through August 8, 2009, the expiration date of this modified 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 construct and operate a port facility, recreational area, and one commercial dock, exclusively to be used for temporary mooring of commercial vessels for delivery of exhibits to the city aquarium used in conjunction with an upland city port, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the Department of Environmental Protection, consolidated Environmental Resources Permit No. 44-0142062-002-ES, dated November 20, 2000, 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. The Lessee shall not 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 wetslips, from rental of wetslips 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 wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and 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.

3. **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.

4. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of 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.

5. **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.

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

7. **VENUE:** Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

8. **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, or fails or refuses to comply with the provisions and conditions herein set forth within 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 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
City Manger: Julio Avel
P. O. Box 1409
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.

9. **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.

10. **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.

11. 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.

12. 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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

13. 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.

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

15. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

16. 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 13 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.

17. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: 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 interest of the Lessee in its uplands enforceable in summary proceedings as provided by law.

18. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

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-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 area. No restaurant or dining activities are to occur within the leased area. 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. **ACOE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE 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 "liveboard" 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 liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

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.

30. **SPECIAL LEASE CONDITIONS:**

A. Lessee shall maintain for the term of this lease and any subsequent renewal periods the manatee informational display and manatee awareness signs.

B. All ships shall be moored within the boundaries of the lease area.

C. The city shall supply a list of all ships to be docked at the facility and their lengths.

D. The Lessee shall ensure that (a) no vessel shall be moored at the dock 45 minutes before or 45 minutes after daily estimated time of sunset as stipulated by the Dock Master; (b) no vessel using the lease facility shall operate in any manner which infringes upon the view of the horizon within this time period; (c) the Sunset Celebration activities on the Mallory dock shall be allowed to continue until and unless an agreement has been reached to move the Sunset Celebration activities to a mutually agreement site, with said agreement subject to approval from the Lessor; and (d) no more than 12 one-night variances per calendar year are allowed. With 14 days after each variance, the Lessee shall provide the Lessor's authorized agent an affidavit signed by the Lessee's authorized agent documenting the date of the occurrence of the variance. The affidavit shall be provided to the Division of State Lands, Florida Key Office, 2796 Overseas Highway, Suite 221, Marathon, FL 33050-4276 (305-289-2310).

E. The Lessor hereby agrees to the special provision of this lease which allows the subleasing of the leased structures for ancillary community sponsored cultural functions such as the "Sunset Celebration", and sports activities. However, the Lessee shall ensure that no ancillary activity will be conducted for a continuous period of time longer than 24 hours and that no super structures will be erected on the lease structure on either a permanent or temporary basis without the prior written consent of the Lessor's authorized agent.

WITNESSES:

Edith Green
Original Signature

Edith Green
Print/Type Name of Witness

Fredrica Jones
Original Signature

Fredrica Jones
Print/Type Name of Witness

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

BY: [Signature] (SEAL)

* Dale Adams, Operations and Management Consultant-
Manager, Bureau of Public Land Administration, Division of State Lands,
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

* Scott E. Woolam, Bureau Chief.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of August, 2004, by
* Dale Adams, Operations and Management Consultant-Manager, Bureau of Public Land Administration, Division of State Lands,
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

Florence L. Davis
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Florence L. Davis
MY COMMISSION # CC974560 EXPIRES
October 11, 2004
BONDED TRUSTEES FARM INSURANCE, INC.

Commission/Serial No. _____

WITNESSES:

Deborah J. Dole
Original Signature

Deborah J. Dole
Typed/Printed Name of Witness

Tracy A. Decker
Original Signature

Tracy A. Decker
Typed/Printed Name of Witness

City of Key West, Florida (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Julio Avael
Typed/Printed Name of Executing Authority

City Manager
Title of Executing Authority

"LESSEE"

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 2nd day of August, 2004, by
Julio Avael as City Manager for and on behalf of the City of Key West, Florida. He is personally known to me or who has
produced _____, as identification.

My Commission Expires:

March 22, 2007

Commission/Serial No. DD184360



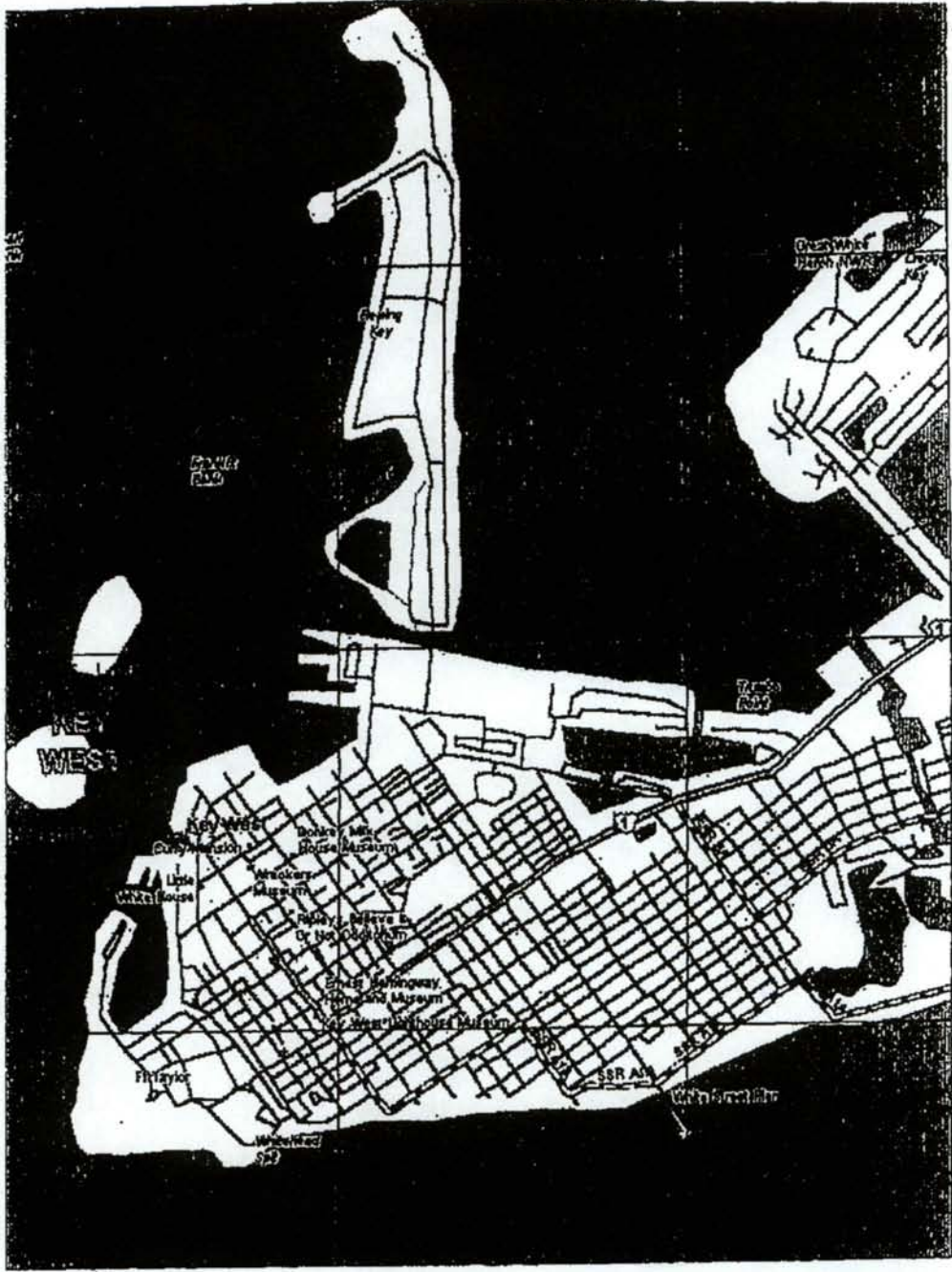
[Signature]
Notary Signature

Notary Public, State of Florida

Maria G. Batchiff
Printed, Typed or Stamped Name

LOCATION MAP

Doc# 1493547
Bk# 2080 Pg# 944



J.S.G.S. QUAD: KEY WEST

RECEIVED
OCT 06 2000

Sheet 1 of 3

of Key West West Bight			
ific Purpose Survey		Dwn No.: 00-356	
erged Lnd Lease		Dwn. By: F.H.H.	
1"=80'	Ref. file	Flood panel No. 1716 H	Flood Elev.
1/08/00		Flood Zone:	
REVISIONS AND/OR ADDITIONS			
2: revise lease area			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

D.E.P. Karatnon

315' Suit
Key (30)
Fax: Attachment A
Page 6 of 12 Pages
SL No. 440769265

LEGAL DESCRIPTION:

A parcel of submerged land adjacent to Lots 1,2,3,4 and 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida, being more particularly described by metes and bounds as follows:
 Commencing at the intersection of the Westerly right-of-way boundary line of Wall Street with the Southerly right-of-way boundary line of Whitehead Street and running thence North 70°27'37" West along the said right-of-way line of Whitehead Street for a distance of 297.87 feet to the Point of Beginning; thence continue North 70°27'37" West for a distance of 212.13 feet; thence North 19°32'23" East for a distance of 664.0 feet; thence South 70°27'37" East for a distance of 145.0 feet to a point on the outside face of a concrete seawall and the Mean High Water line of the Gulf of Mexico; thence South 20°20'28" West along the said seawall and Mean High Water line for a distance of 150.0 feet; thence South 70°26'15" East along the said seawall and Mean High Water line for a distance of 37.09 feet; thence South 19°32'23" West along the said seawall and Mean High Water line for a distance of 464.0 feet; thence south 70° 27'37" East along the said Mean High Water line for a distance of 20.87 feet; thence South 16° 57'32" West along the said Mean High Water line for a distance of 50.05 feet back to the Point of Beginning.
 Contains 115,663 square feet, more or less.

SURVEYOR'S NOTES:

North arrow based on assumed median
 Reference Bearing: Previous Deed
 3.5 denotes existing elevation
 Elevations based on N.G.V.D. 1929 Datum
 Bench Mark No.: Basic Elevation: 14.324

Monumentation:
 ▲ = Found P.K. Nail, P.L.S. No. 2749

Abbreviations:

- y. = Story
- /W = Right-of-Way
- = Plat
- = Measured
- = Deed
- ±W = Mean High Water
- ±C = Section
- ±P = Township
- ±E = Range
- T.S. = Not to Scale
- = Centerline
- lev. = Elevation
- .M. = Bench Mark
- ⊠ = Concrete Utility Pole
- ⊙ = Wood utility Pole
- ⊙ = Wood Utility Pole

- o/h = Overhead
- u/g = Underground
- F.F.L. = Finish Floor Elevation
- conc. = concrete
- C.B.S. = Concrete Block Stucco
- cov'd. = Covered
- wd. = Wood
- A/C = Air Conditioner
- P.O.C. = Point of Commence
- P.O.B. = Point of Beginning
- P.B. = Plat Book
- * = Light

-20.0 Denotes depth of Water at Mean Low Water
 Mean Low Water (-) 0.4
 Mean High Water 0.90

Doc# 1493547
 Bk# 2888 Pg# 945

Field Work performed on: 7/1/00

Concrete Seawall +1000 feet South, 800'± North, also Riprap and sandy Beach (Pier House)
 ±2 L.F. Lies along State Owned Lands
 Legal Description from I.L.T.F., No. 440769265, revised 8/10/00

RECERTIFICATION:

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 61G17-8, 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

RECEIVED
 OCT 10 2000
 S.F.E. ...

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Sheet 3 of 3

of Key West of West Bight			
Specific Purpose Survey Submerged Land Lease			Dwn No.: 00-356
1"=80'	Ref. file	Flood panel No. 1716 H	Dwn. By: F.H.H.
3/08/00		Flood Zone:	
REVISIONS AND/OR ADDITIONS			
NO: revise lease area			
of keywest/bight			

FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 #101
 Key West, FL 33040
 (305) 293-0466
 fax. (305) 293-0237

Attachment A
 Page 7 of 12 Pages
 SL No. 440769265