

MICHELLE CATES DEAL, P.A.

Attorney and Counselor at Law

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201 Front Street, Ste. #333
Key West, FL 33040
Phone: (305) 453-6270

April 9, 2026

VIA HAND DELIVERY

Taylor T. Brown, Senior Planner
City of Key West Planning Department
1300 White Street
Key West, Florida, 33040

Re: Application for Minor Development Plan and Conditional Use
#1 Whitehead Street, Key West, Florida 33040 RE: 00072082-001900

Mr. Brown,

Please allow this letter and supporting documentation to serve as my client, Tropical Shell & Gifts, Inc. ("Applicant"), application for a Minor Development Plan and Conditional Use Application on behalf of the Owner of the property, the City of Key West, at #1 Whitehead Street, Key West, Florida 33040, for the overwater decking repair and expansion to include the extension of the conditional use for cultural and civic activities use. The expansion of the overwater decking is an extension of the cultural and civic activities use, and not an expansion of a nonconforming use. Notwithstanding prior zoning verification letters identifying all uses at 1 Whitehead Street as nonconforming, the Aquarium use itself is most reasonably classified as a cultural and civic activity which is why the conditional use is being applied for, and which use has never been abandoned. This interpretation is supported by its longstanding historic status as the oldest aquarium in Florida, as well as its scientific and educational functions, and the fact that the land and building are publicly owned.

The Applicant would like to note that "Cultural and civic activities" mean activities typically performed by public or private not-for-profit entities for the promotion of a common cultural or civic objective such as historical, literary, scientific, musical, dramatic, artistic or similar objectives. While the City of Key West Code of Ordinances does not explicitly define aquariums or museums, where museums are referenced (e.g. within the HPS-1 zoning), they are categorized as examples to be included under cultural and civic activities use. Although such uses are often operated by public or private nonprofit organizations/entities, nonprofit status is not a requirement under the definition of cultural and civic activities in the City of Key West Code of Ordinances Chapter 86, Section 86-9.

The Application is requesting the Minor Development Plan for the repair and expansion of

overwater decking in the area in the rear of #1 Whithead Street/City Aquarium and extension of the cultural and civic activities uses which are and will continue to occur over the submerged land Property subject to a Submerged Land Lease #440030665 (“Property”) (see Existing Conditions Survey). This letter is intended to provide the Applicant’s justification for the required development review and condition use approval under City of Key West Land Development Regulations Chapter 108 and Chapter 122 (collectively referred to herein as the “Code”) for the Property. The Applicant seeks to unequivocally recognize the longstanding use through this application process.

The Property is located inside the Historic District. According to the Code, a Minor Development Plan review is required if there is commercial land use: addition of outdoor commercial activity of 500 to 2499 square feet. The Applicant is also requesting a conditional use for the expansion of the cultural and civic activity uses.

The Applicant believes that a Minor Development Plan for the for the overwater decking repair and expansion to include the extension of the conditional use for cultural and civic activities use for the Applicant Aquarium are the appropriate reviews required to continue to allow the extension of the cultural and civic activity uses, which in turn will continue the programming by the Applicant Aquarium for the public, positioning the Applicant as a hub for education, community engagement and cultural expression. The goal is to enhance the Aquarium’s role of providing the exhibition of marine sea life to the public and to also continue the extension of the cultural and civic activity that the Applicant currently provides. This will continue to allow the Applicant to serve as a vital public institution that connects people, environment and community.

Existing Conditions:

Portions of the Property are currently not being used due to deterioration and inaccessibility because the existing overwater decking is currently unsafe for the public and/or the marine sea life, limiting the cultural and civic activities uses, civic programing, and environmental education that the Applicant provides.

Proposed Development:

The proposed repair and expansion of the overwater decking over the Property as an extension of cultural and civic activities use will allow the Applicant to evolve into a multi-functional institution that not only showcases marine life but also enhances the Aquarium’s role beyond exhibition to serve as a vital public institution that connects people, environment and community.

I. **Existing Conditions.**

- A) Survey: Please see copy of the Existing Conditions Survey for the subject Property included in this Application.
- B) Existing size, type and location of trees, hedges, and other features. – N/A
- C) Existing stormwater retention areas and drainage flows. N/A – The Property over submerged land.
- D) A sketch showing adjacent land uses, buildings, and driveways. N/A - The

Property is in the rear of the Key West Aquarium and located over submerged land lease at #1 Whitehead Street, Key West, Florida, in the City's downtown historic district, which land and submerged land is rented from the City of Key West. The Property is adjacent to the Opal Resort and Mallory Square.

II. Proposed Development:

- A) Site Plan: Please see copies of the Minor Modification Application An Extension of Cultural & Civic Activities Uses at the Aquarium site plan along with a copy of the Submerged Land Lease #440030665 proposed survey/site plan for the subject Property included in this Application.
- B) NA - the Property is located over Submerged Land. The Project will go before HARC as part of the approval process for this Application.

III. **Solutions Statement.** The proposed overwater decking repair and expansion for extension of the cultural and civic activities uses that have historically been available at the Aquarium can, with what is proposed in this Application, evolve into a multi-functional institution that not only showcases marine life but also will enhance the Aquarium's role beyond exhibition to serve as a vital public institution that connects people, environment and community. A solution that our community in Key West is looking for is developing new and improved infrastructure that can withstand storms. This proposal incorporates building a wave attenuator system to reduce and mitigate daily wave action in addition to storm water wave action which occurs during tropical weather conditions. All of this will in turn protect the City of Key West's property which the Applicant is currently renting. In addition, the Applicant will be installing an ADA compliant ramp for access to the repaired and expanded decking as an extension of the cultural and civic activities that the Aquarium provides.

Conditional Use Criteria Section 122-62: Characteristics of use described.

- (1) Scale and intensity of the proposed conditional use as measured by the following:
 - a. Floor area ratio: N/A – proposal is over submerged land.
 - b. Traffic generation: - this proposal will have no impact on current traffic.
 - c. Square feet of enclosed building for each specific use; N/A
 - d. Proposed employment: Existing employees are in place.
 - e. Proposed number and type of service vehicles: No additional service vehicles are proposed.
 - f. Off-street parking needs. The Property currently has no off-street parking, and none is being proposed. The City has available parking within the vicinity of the Property.
- (2) On- or off-site improvement needs generated by the proposed conditional use and

not identified on the list in subsection (b)(1) of this section including the following:

- a. Utilities: The Property has adequate utilities to support the proposed use.
- b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94: The Property is located over submerged land, and none are needed.
- c. Roadway or signalization improvements, or other similar improvements: N/A
- d. Accessory structures or facilities: N/A
- e. Other unique facilities/structures proposed as part of site improvements. The proposal includes the installation of an ADA compliant ramp allowing access to the over water deck expansion and extension of the cultural and civic activities use, and a wave attenuator system to reduce and mitigate daily wave action in addition to storm water wave action occurring during tropical weather conditions is being installed.

- (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques: The Applicant plans to install an ADA compliant ramp allowing access to the over water deck expansion and extension of the cultural and civic activities use, and to install a wave attenuator system to reduce and mitigate daily wave action in addition to storm water wave action occurring during tropical weather conditions.

(b) Criteria for conditional use review and approval.

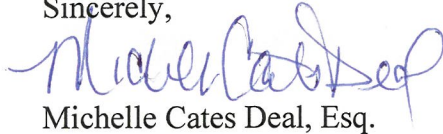
- (1) Land use compatibility. The proposed deck repair and expansion as an extension of cultural and civic activities is compatible with the surrounding area. The Property is located next to a hotel, adjacent to pier B, and adjacent to Mallory Square and Mallory Square Dock. The proposed deck repair and expansion is ideal to enhance the extension of the cultural and civic activities use, and the aquarium's role beyond exhibition to serve as a vital public institution that connects people, environment and community. This will assist in serving cultural and civic programming within the Aquarium positioning it as a hub for education, community engagement and cultural and civic expression.
- (2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the Property are more than adequate to accommodate the proposed scale and intensity of the minor development plan and conditional use requested. The Applicant feels that all infrastructure currently exists to support the proposed use.
- (3) Proper use of mitigative techniques. The proposal includes the installation of an ADA compliant ramp allowing access to the over water deck expansion and extension of the cultural and civic activities use, along with the installation of a wave attenuator system to reduce and mitigate daily wave action in addition to

storm water wave action occurring during tropical weather conditions.

- (4) Hazardous waste. As part of the Applicant's operation as an Aquarium with the extension of the cultural and civic activities uses, all hazardous waste, if any, will be handled and disposed of appropriately.
- (5) Compliance with applicable laws and ordinances. The Applicant will comply with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The Applicant is and has been coordinating with the DEP and Army Corp throughout this process. (See Florida Department of Environmental Protection Permit No: 44-0224891-008-EI attached as part of this Application)
- (6) Additional criteria applicable to specific land uses.
 - a. Land uses within a conservation area. The Property is adjacent to the deep-water Key West Mallory Square Harbor.
 - b. Residential development. N/A
 - c. Commercial or mixed-use development. This is a commercial property rented from the City which will continue to provide cultural and civic activities uses, education and outreach through the operation of a public Aquarium.
 - d. Development within or adjacent to historic district. All development proposed by the Applicant as a conditional use to provide cultural and civic activities uses within the historic district will comply with appearance and design guidelines for historic structures and contributing structures, however special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district are being proposed, and which are requirements that are subject to approvals by State and/or Federal Agencies. The proposed development in the historic district, while all effort has been made to use like decking material in the historic harbor walk due to substantial coral growth in the area, specific decking is required to mitigate sunlight exposure for coral residing directly below the deck. This type of decking is already in use at Higgs Beach on the pedestrian over water walkway.
 - e. Public facilities or institutional development. The proposed decking repair and expansion has design attributes relative to other available sites, such as at the Higgs Beach pedestrian over water walkway.
 - f. Commercial structures uses and related activities within tidal waters. This project proposes no change in the present operation of the Property and operation as a public Aquarium but proposes repairing and expanding the overwater decking as an extension of cultural and civic activities uses for the Aquarium.
 - g. Adult entertainment establishments. N/A

Thank you in advance for your time and consideration. Should you have any questions, comments, or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michelle Cates Deal". The signature is fluid and cursive, with the first name "Michelle" being the most prominent part.

Michelle Cates Deal, Esq.

Enc. As stated

cc: Client

APPLICATION



**DEVELOPMENT PLAN AND
CONDITIONAL USE APPLICATION
CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT**

Address: 1300 White Street • Key West, Florida 33040
Phone: 305-809-3764
Website: www.cityofkeywest-fl.gov

RECEIVED
APR 10 2026
BY: MM

Fees listed below include a **\$376.81 advertising/noticing fee** and a **\$134.01 fire review fee** where applicable. Any Major or Minor Development Plan returned to the Planning Board after initial approval will require a new application fee equivalent to one-half of the current fee schedule.

Development Plan and Conditional Use Application Fee Schedule	
Development Plan	
Minor Development Plan	
Within Historic District Total Application Fee	\$ 3,618.26
Outside Historic District Total Application Fee	\$ 2,814.20
Conditional Use Total Application Fee	\$ 1474.11
Extension Total Application Fee	\$ 670.05
Major Development Plan Total Application Fee	\$ 4,958.35
Conditional Use Total Application Fee	\$ 1474.11
Extension Total Application Fee	\$ 670.05
Administrative Modification Fee	\$ 972.41
Minor Modification Fee	\$ 1,853.65
Major Modification Fee	\$ 2,619.41
Conditional Use (not part of a development plan) Total Application Fee	\$ 3350.24
Extension (not part of a development plan) Total Application Fee	\$ 670.05
Revision or Addition (not part of a development plan) Fee	\$ 2431.01

Applications will not be accepted unless complete

Development Plan
Major _____
Minor X

Conditional Use
 X

Historic District
Yes X
No _____

Please print or type:

- 1) Site Address: #1 Whitehead Street, Key West, Florida 33040
- 2) Name of Applicant: Michelle Cates Deal, Esq. on behalf of Tropical Shell & Gifts, Inc.
- 3) Applicant is:
Property Owner: _____
Authorized Representative: X
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 201 Front Street, Ste 333, Key West, Florida 33040
- 5) Applicant's Phone # 305-453-6270 Email: michellecates@michellecates.com
- 6) Email Address: michellecates@michellecates.com
- 7) Name of Owner, if different than above: City of Key West
- 8) Address of Owner: 1300 White Street, Key West, Florida 33040
- 9) Owner Phone #: (305) 809-3954 Email: brian.barroso@cityofkeywest-fl.gov
- 10) Zoning District of Parcel: HPS RE# 00072082-001900
- 11) Is Subject Property located within the Historic District? Yes x No
- 12) If Yes: Date of approval N/A, HARC approval will be part of the application process
- 13) HARC approval # _____
OR: Date of meeting _____
- 14) 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). The Applicant proposes to repair and expand the existing over water decking to include the extension of the conditional use for cultural and civic activities uses. The construction will include a new 1,232 square foot extension to an existing dock which will be repaired for a total of 2,543 square fee of overwater structure and the installation of a 172 square foot wave attenuator system and ADA compliant access to the over water decking.
- 15) Has subject Property received any variance(s)? Yes _____ No X
If Yes: Date of approval _____ Resolution # _____
Attach resolution(s).
- 16) Are there any easements, deed restrictions or other encumbrances on the subject property?
Yes _____ No X
If Yes, describe and attach relevant documents. _____
 - A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
 - B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
 - C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land

Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.

- D. For both Conditional Uses and Development Plans, one set of plans MUST be signed & sealed by an Engineer or Architect.

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.

Required Plans and Related Materials for both a Conditional Use and Minor/Major Development Plan

I. Existing Conditions.

- A) Recent Survey of the site by a licensed Surveyor (Survey must be within 10 years from submittal date of this application) showing all dimensions including distances from property lines, and including:
- 1) Size of site;
 - 2) Buildings, structures, and parking;
 - 3) FEMA Flood Zone;
 - 4) Topography;
 - 5) Easements; and
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
- B) Existing size, type and location of trees, hedges, and other features.
- C) Existing stormwater retention areas and drainage flows.
- D) A sketch showing adjacent land uses, buildings, and driveways.

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 of with north arrow and dimensions by a licensed architect or engineer.
- 1) Buildings
 - 2) Setbacks
 - 3) Parking:
 - a. Number, location and size of automobile and bicycle spaces
 - b. Handicapped spaces
 - c. Curbs or wheel stops around landscaping
 - d. Type of pavement
 - 4) Driveway dimensions and material
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
 - 6) Location of garbage and recycling
 - 7) Signs
 - 8) Lighting
 - 8) Project Statistics:
 - a. Zoning
 - b. Size of site
 - c. Number of units (or units and Licenses)
 - d. If non-residential, floor area & proposed floor area ratio
 - e. Consumption area of restaurants & bars
 - f. Open space area and open space ratio
 - g. Impermeable surface area and impermeable surface ratio
 - h. Number of automobile and bicycle spaces required and proposed
- B) Building Elevations
- 1) Drawings of all building from every direction. If the project is in the Historic District, please submit HARC approved site plans.
 - 2) Height of building.
 - 3) Finished floor elevations and bottom of first horizontal structure
 - 4) Height of existing and proposed grades
- C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.
- D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.

- 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, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

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.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

Sec. 108-228. Identification of key persons.

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

- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect.
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant.
- (6) Others involved in the application.
- (7) 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.

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).
- (2) Project site size (acreage and/or square footage).
- (3) Legal description.
- (4) Building size.
- (5) Floor area ratio permitted and proposed.
- (6) Lot coverage permitted and proposed.
- (7) Impervious surface.
- (8) Pervious surface.
- (9) Landscape areas.
- (10) Parking spaces permitted and proposed.
- (11) Delineation of location of existing and proposed structures.
- (12) Existing and proposed development type denoted by land use including density/intensity.
- (13) Setbacks.

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.
- (2) Target dates for each phase.
- (3) Expected date of completion.
- (4) Proposed development plan for the site.
- (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 hospitalbeds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).
- (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.
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

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.
 - (2) Tenure (i.e., owner-occupied or rental); and
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
- (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.

Sec. 108-232. Intergovernmental coordination.

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.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

CONDITIONAL USE CRITERIA

Sec. 122-61. Purpose and intent

The purpose of this article is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. This article sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

Sec. 122-62. Specific criteria for approval.

- (a) Findings. A conditional use shall be permitted upon a finding by the planning board that the proposed use, application and, if applicable, development plan complies with the criteria specified in this section, including specific conditions established by the planning board and or the city commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to sections 108-165 and 108-166, the city commission shall render the final determination pursuant to section 122-63. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- (b) Characteristics of use described. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
- (1) Scale and intensity of the proposed conditional use as measured by the following:
 - a. Floor area ratio;
 - b. Traffic generation;
 - c. Square feet of enclosed building for each specific use;
 - d. Proposed employment;
 - e. Proposed number and type of service vehicles; and
 - f. Off-street parking needs.
 - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
 - a. Utilities;
 - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94;
 - c. Roadway or signalization improvements, or other similar improvements;
 - d. Accessory structures or facilities; and
 - e. Other unique facilities/structures proposed as part of site improvements.
 - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
 - a. Open space;
 - b. Setbacks from adjacent properties;
 - c. Screening and buffers;
 - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
 - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts
- (c) Criteria for conditional use review and approval. Applications for a conditional use shall clearly demonstrate the following:
- (1) Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
 - (2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

- (3) Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
- (4) Hazardous waste. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
- (5) Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
- (6) Additional criteria applicable to specific land uses. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
- a. Land uses within a conservation area. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outside the V zone.
 - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-street parking; as well as possible required mitigative measures such as landscaping and site design amenities.
 - c. Commercial or mixed-use development. Commercial or mixed-use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed-use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
 - d. Development within or adjacent to historic district. All development proposed as a conditional use within or

adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.

- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed-use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- f. Commercial structures uses and related activities within tidal waters. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- g. Adult entertainment establishments. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.

**AUTHORIZATION
FORM**



**City of Key West
Planning Department**

Authorization Form
(Where Owner is a Business Entity)

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

I, Brian L. Barroso as
Please Print Name of person with authority to execute documents on behalf of entity

City Manager of City of Key West
Name of office (President, Managing Member) Name of owner from deed

authorize Michelle Cates Deal, Esq
Please Print Name of Representative

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

Brian L Barroso
Signature of person with authority to execute documents on behalf of entity owner

Subscribed and sworn to (or affirmed) before me on this 9th day of April 2026
Date

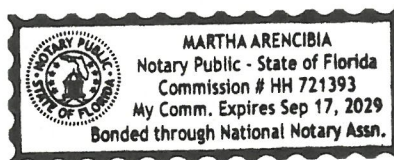
by Brian L. Barroso
Name of person with authority to execute documents on behalf of entity owner

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

Martha Arencibia
Notary's Signature and Seal

Martha Arencibia
Name of Acknowledger typed, printed or stamped

HH 721393
Commission Number, if any



**VERIFICATION
FORM**



**City of Key West
Planning Department
Verification Form**
(Where Applicant is an entity)

I, Michelle Cates Deal, in my capacity as President
(print name) *(print position; president, managing member)*

of Michelle Cates Deal, PA
(print name of entity)


being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed and Lease), for the following property identified as the subject matter of this application:

#1 Whitehead Street, Key West, Florida 33040

Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that I am the Authorized Representative of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.


Edwin O. Swift, III. President Tropical Shell & Gifts, Inc.

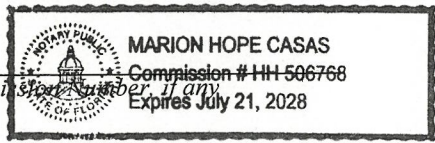
Subscribed and sworn to (or affirmed) before me on this 4-9-24 by
date

Edwin O. Swift III
Name of Applicant

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


Notary's Signature and Seal

MARION HOPE CASAS
Name of Acknowledger typed, printed or stamped



**SUNBIZ
INFORMATION**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
TROPICAL SHELL & GIFTS, INC.

Filing Information

Document Number	255799
FEI/EIN Number	59-0966923
Date Filed	02/08/1962
Effective Date	02/08/1962
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	10/05/2010
Event Effective Date	NONE

Principal Address

201 FRONT ST
STE 224
KEY WEST, FL 33040

Changed: 03/26/2002

Mailing Address

201 FRONT ST
SUITE 224
KEY WEST, FL 33040

Changed: 04/07/2019

Registered Agent Name & Address

SWIFT, EDWIN O., III
201 FRONT ST
STE 224
KEY WEST, FL 33040

Name Changed: 03/06/2013

Address Changed: 02/15/2011

Officer/Director Detail

Name & Address

Title SD

BELLAND, CHRISTOPHER C
201 FRONT STREET STE 224
KEY WEST, FL 33040

Title PD

SWIFT, EDWIN O., III
201 FRONT STREET STE 224
KEY WEST, FL 33040

Annual Reports

Report Year	Filed Date
2024	04/04/2024
2025	02/11/2025
2026	03/23/2026

Document Images

03/23/2026 -- ANNUAL REPORT	View image in PDF format
02/11/2025 -- ANNUAL REPORT	View image in PDF format
04/04/2024 -- ANNUAL REPORT	View image in PDF format
04/04/2023 -- ANNUAL REPORT	View image in PDF format
02/10/2022 -- ANNUAL REPORT	View image in PDF format
03/16/2021 -- ANNUAL REPORT	View image in PDF format
01/27/2020 -- ANNUAL REPORT	View image in PDF format
04/07/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
03/15/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
02/07/2014 -- ANNUAL REPORT	View image in PDF format
03/06/2013 -- ANNUAL REPORT	View image in PDF format
02/22/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
10/05/2010 -- Name Change	View image in PDF format
02/10/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
03/06/2008 -- ANNUAL REPORT	View image in PDF format
03/05/2007 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
02/16/2004 -- ANNUAL REPORT	View image in PDF format
04/11/2003 -- ANNUAL REPORT	View image in PDF format
03/26/2002 -- ANNUAL REPORT	View image in PDF format

05/03/2001 -- ANNUAL REPORT	View image in PDF format
05/05/2000 -- ANNUAL REPORT	View image in PDF format
04/23/1999 -- ANNUAL REPORT	View image in PDF format
02/23/1998 -- ANNUAL REPORT	View image in PDF format
01/31/1997 -- ANNUAL REPORT	View image in PDF format
02/08/1996 -- ANNUAL REPORT	View image in PDF format
04/26/1995 -- ANNUAL REPORT	View image in PDF format

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 Fifty 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 part 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

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. D. Johnson
Audie E. Foster

By

H. G. Williams (SEAL)
President

ATTEST:

By

Edna B. Wallace (SEAL)
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

State of Florida, County of Monroe
This instrument was filed for record the 21 day of Sept
1952 at 3:35 p.m. and duly recorded in Deed
Book 0-61 on Page 274/275 File No. 29005
W. M. 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.

Laura R. Avelin
Notary Public, State of Florida at Large.

(SEAL)



Notary Public, State of Florida at Large.
My Commission expires May 10, 1956.
Bonded by American Fire & Casualty Co.

CSL Cover Sheet

DM ID _____

Document Type: Current Submerged Land Leases

Instrument: Parent Lease Amendment to Lease Assignment of Lease
 Release Partial Release Easement Use Agreement Sublease
 Amendment to Sublease Assignment of Sublease Release of Sublease
 Partial Release of Sublease Other

Lease Number: 440030665

PA Number: _____

Document Date: 4/29/11

Submerged (Use Agreement): _____ (Y) (N)

Water Body: Key West Harbor

Original County: Monroe

Section: 06

Township: 68 S

Range: 25 E

Total Area / Area Unit: 5,950 (A) Acreage (S) Square Feet

County Book / Page / Type: Monroe 1B 2317 1P 820 1 0

OR Instrument Number: 1835543

Comments: Aquarium

Date Prepped _____

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

Doc# 1835543 05/12/2011 3:47PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

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

Doc# 1835543
Bk# 2517 Pg# 820

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

SOVEREIGNTY SUBMERGED LANDS LEASE
RENEWAL AND MODIFICATION TO REFLECT CHANGE IN OWNERSHIP

BOT FILE NO. 440030665

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Key West, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 06,
Township 68 South, Range 25 East, in Key West Harbor,
Monroe County, containing 5,950 square feet, more
or less, as is more particularly described and shown on
Attachment A, dated October 2, 2000.

TO HAVE THE USE OF the hereinabove described premises from March 29, 2011, the effective date of this modified lease renewal, through November 27, 2015, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a docking and pedestrian board walk structures exclusively to be used for temporary mooring of recreational vessels and observation of marine life in conjunction with an upland city aquarium, 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 without liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$931.91, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. **WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT:** (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

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

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

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

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

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

12. 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.

13. 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
525 Angela Street
Key West, Florida 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.

14. 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.

15. 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.

16. 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.

17. **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.

18. **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.

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

20. **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 Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. **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.

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

23. **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.

24. **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.

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

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

27. 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.

28. 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.

29. 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 liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

30. 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.

WITNESSES:

Theresa M. Brady
Original Signature
Theresa M. Brady
Print/Type Name of Witness
Dolly C Griffin
Original Signature
Kathy C Griffin
Print/Type Name of Witness

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

BY: Jeffery M. Gentry (SEAL)
Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of April, 2011, by
Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

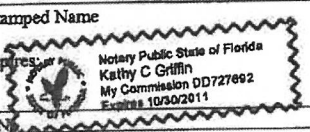
[Signature]
DEP Attorney

Dolly C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.



WITNESSES:

Veronica G. Navarro
Original Signature
Veronica G. Navarro
Typed/Printed Name of Witness
E. David Fernandez
Original Signature
E. David Fernandez
Typed/Printed Name of Witness

City of Key West, Florida (SEAL)

BY: J. K. Scholl
Original Signature of Executing Authority
Jim Scholl
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 4 day of APRIL, 2011, by
Jim Scholl as City Manager, for and on behalf of City of Key West, Florida. He is personally known to me or who has produced
JIM Scholl, as identification.

My Commission Expires:

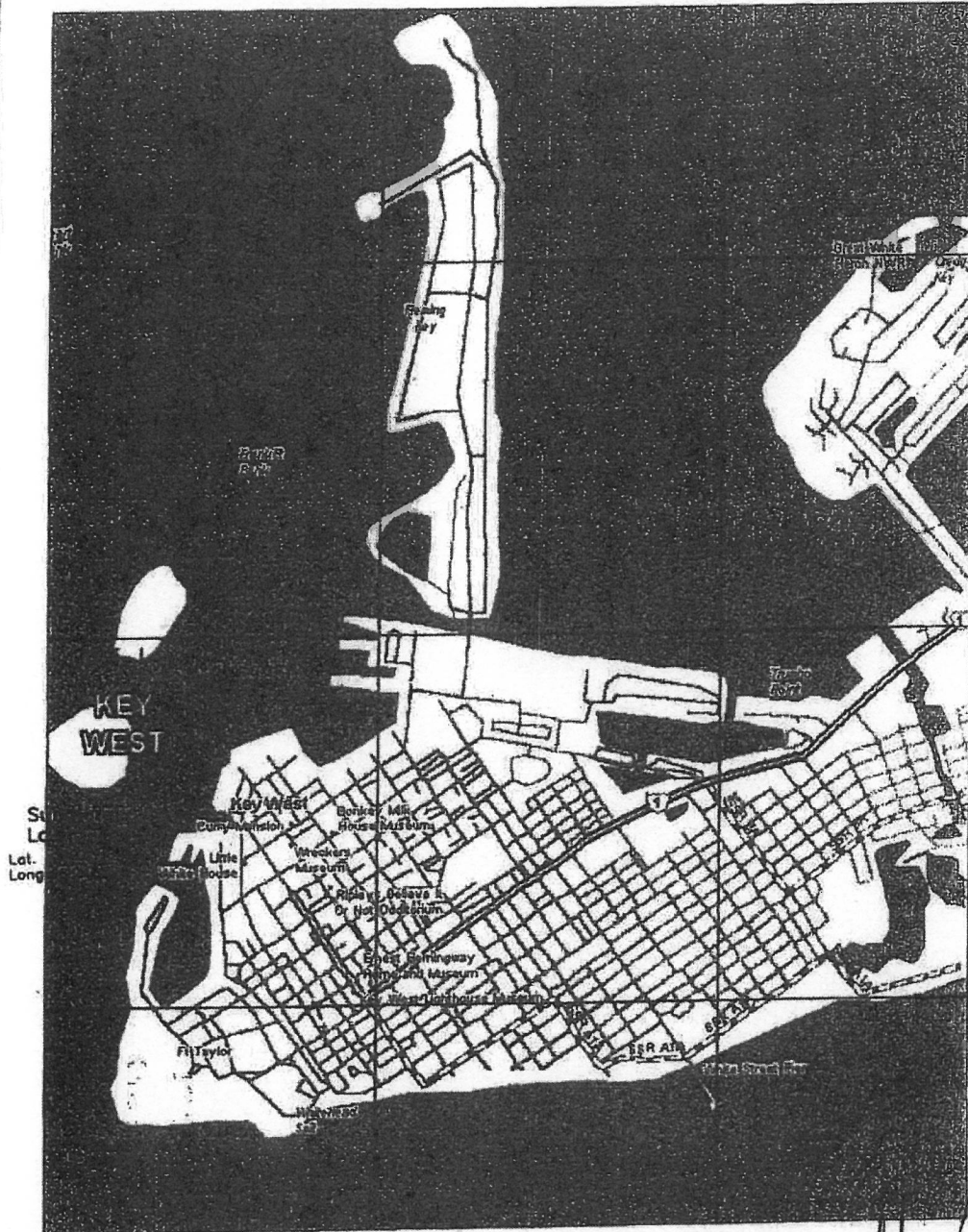
March 22, 2015
Commission/Serial No. EE 053741

Maria G. Ratcliff
Signature of Notary Public
Notary Public, State of Florida
Maria G. Ratcliff
Printed, Typed or Stamped Name



LOCATION MAP

Doc# 1835543
Bk# 2517 Pg# 826



Attachment A
Page 7 of 11 Pages
SSL No. 440030665

U.S.G.S. QUAD: KEY WEST

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U.S.P. MARSHAL

Sheet 1 of 3

City of Key West & Tropical Shell & Gifts, Inc. Key West Bight			
Specific Purpose Survey Submerged Land Lease			Dwn No.: 00-407
Scale: 1"=80'	Ref. file	Flood panel No. 1718 H	Dwn. By: F.H.H.
Date: 3/08/00		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
n/10/00: revise Lease			
10/2/00: 129.13' to 120.13'			
d/Cityof keywest/bight			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0486
Fax. (305) 293-0237

LEGAL DESCRIPTION:

A parcel of submerged land adjacent to Lot 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 180.0 feet to the Point of Beginning; thence continue North 70°27'37" West for a distance of 117.87 feet; thence North 16°57'32" East for a distance of 50.05 feet; thence S 70°27'37"W along the said Mean High Water line for a distance of 120.13 feet; thence South 19°32'23" West along the said Mean High Water line for a distance of 50.0 feet back to the Point of Beginning.
 Contains 5950 square feet, more or less.

Doc# 1835543
 Bk# 2517 Pgm 827

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:

- Sty. = Story
- R/W = Right-of-Way
- p. = Plat
- m. = Measured
- d. = Deed
- M.H.W. = Mean High Water
- Sec. = Section
- Twp. = Township
- Rge. = Range
- N.T.S. = Not to Scale
- ⊙ = Centerline
- Elev. = Elevation
- B.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

Field Work performed on: 7/1/00

Concrete Seawall +1000 feet South and North
 170 L.F. Lies along State Owned Lands

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

Attachment A
 Page 8 of 11 Pages
 SSSL No. 440030665

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

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 P.L.S. No. 2749

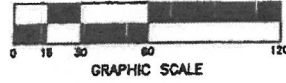
Sheet 3 of 3

City of Key West & Tropical Shell & Gifts, Inc. Key West Bight			
Specific Purpose Survey Submerged Land Lease		Dwn No.: 00-407	
Scale: 1"=80'	Ref. file	Flood panel No. 1716 H	Dwn. By: F.H.H.
Date: 3/08/00		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
8/10/00: revise Lease			
10/10/00: 129.13' to 120.13'			
d/Cityof keywest/bight			

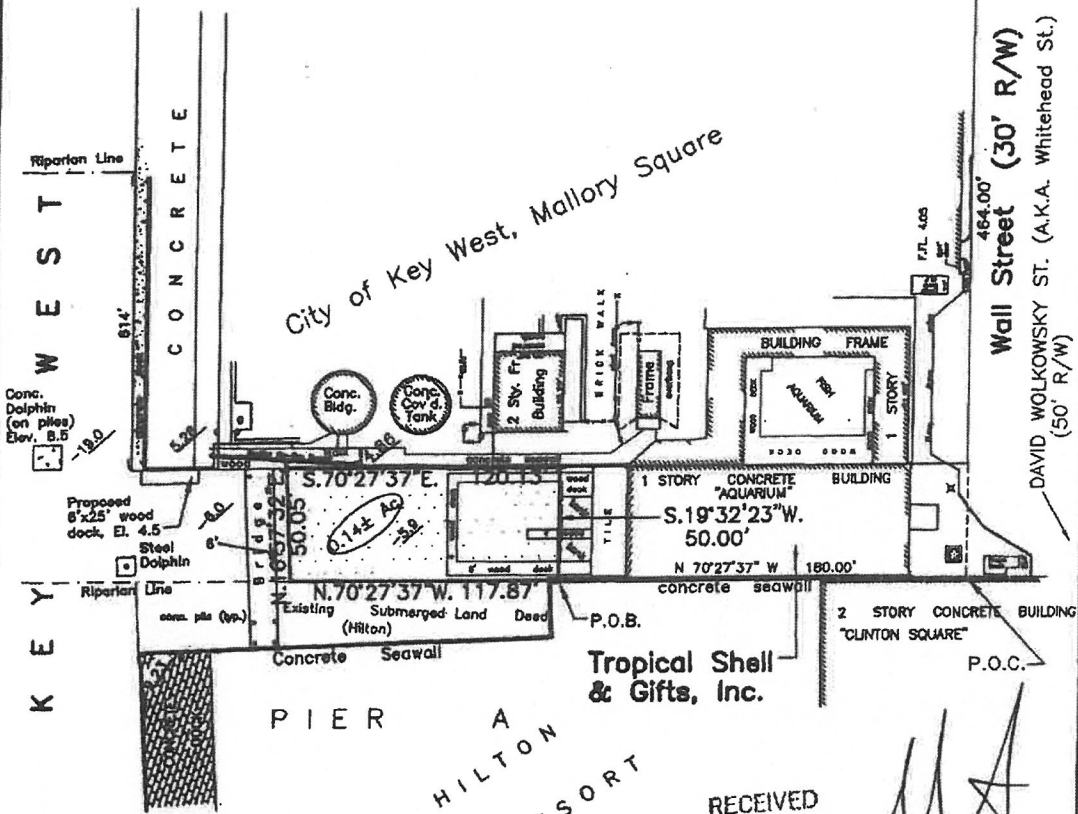
FREDERICK H. HILDEBRANDT
 ENGINEER PLANNER SURVEYOR

3150 Northside Drive
 Suite 101
 Key West, Fl. 33040
 (305) 293-0468
 Fax. (305) 293-0237

Doc# 1835543
Bk# 2517 Pgt# 828



H
A
R
B
O
R



Attachment A
Page 2 of 11 Pages
SSLL No. 448030665

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OCT 06 2000

D.E.P. Marathon Sheet 2 of 3

City of Key West & Tropical Shell & Gifts, Inc. Key West Harbor, Mallory Square			
Specific Purpose Survey Submerged Land Lease		Dwn No.: 00-407	
Scale: 1"=60'	Ref. file	Flood panel No. 1716 H	Dwn. By: F.H.H.
Date: 7/27/00		Flood Zone:	Flood Elev.
REVISIONS AND/OR ADDITIONS			
10/2/00 revise Lease			
10/2/00 "29.13" to 120.13"			
c:/Cityof Key West/Mallory Lease			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0486
Fax. (305) 293-0237



Book 183543
BK 2517
Pg 829

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 Fifty 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 part 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

Doc# 1835543
BK# 2317 P# 830

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:

J. D. Johnson
Sadie E. Foster

GULF ATLANTIC TRANSPORTATION CO.
By H. G. Williams (SEAL)
President

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

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 Deed
Book 0-61 on Page 274/275 File No. 29005
MARL H. ADAMS, Clerk Circuit Court

STATE OF FLORIDA)
COUNTY OF DUVAL) ss.

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.

Louisa R. Austin
Notary Public, State of Florida at Large.

Notary Public, State of Florida at Large.
My Commission expires May 10, 1956.
Bonded by American Fire & Casualty Co.

(SEAL)

This Instrument Prepared By:
Sue Jones
Action No. 43432
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 440030665

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

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

A parcel of sovereignty submerged land in Section 06,
Township 68 South, Range 25 East, in Key West Harbor,
Monroe County, Florida, containing 7,480 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated July 7, 2018.

TO HAVE THE USE OF the hereinabove described premises from November 27, 2020, the effective date of this lease renewal, through November 27, 2025, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 1-slip commercial dock, pedestrian observation deck and boardwalk to be used exclusively for the temporary mooring of recreational vessels and observation of marine life in conjunction with an upland city aquarium, 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 without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 0224891-003-EI, dated August 10, 2010, incorporated herein and made a part of this lease by reference.. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$1,394.27, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

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

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

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

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

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

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

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

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

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

City of Key West
201 Front St, Ste 107
Key West, FL 33040

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Jessen

Original Signature

Lisa-Marie Kessler

Print/Type Name of Witness

Kathy C Griffin

Original Signature

Kathy C Griffin

Print/Type Name of Witness

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

(SEAL)

BY:

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 23rd day of June, 2021, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature]

4/26/2021

DEP Attorney

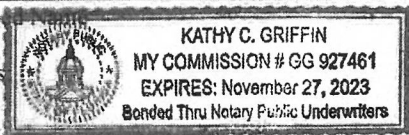
Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamp

My Commission Expires

Commission/Serial No.



WITNESSES:

[Handwritten Signature]
Original Signature

Madelyn Marrero
Typed/Printed Name of Witness

[Handwritten Signature]
Original Signature

Erin Getchel
Typed/Printed Name of Witness

City of Key West, Florida (SEAL)

BY: [Handwritten Signature]
Original Signature of Executing Authority

Patty K. McLaughlin
Typed/Printed Name of Executing Authority

Interim City Manager
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Monroe

20th The foregoing instrument was acknowledged before me by means of X physical presence or online notarization this day of May, 2021, by Patty K. McLaughlin as Interim City Manager, for and on behalf of City of Key West, Florida. He is personally known to me or who has produced , as identification.

My Commission Expires:

[Handwritten Signature]
Signature of Notary Public

Notary Public, State of Florida

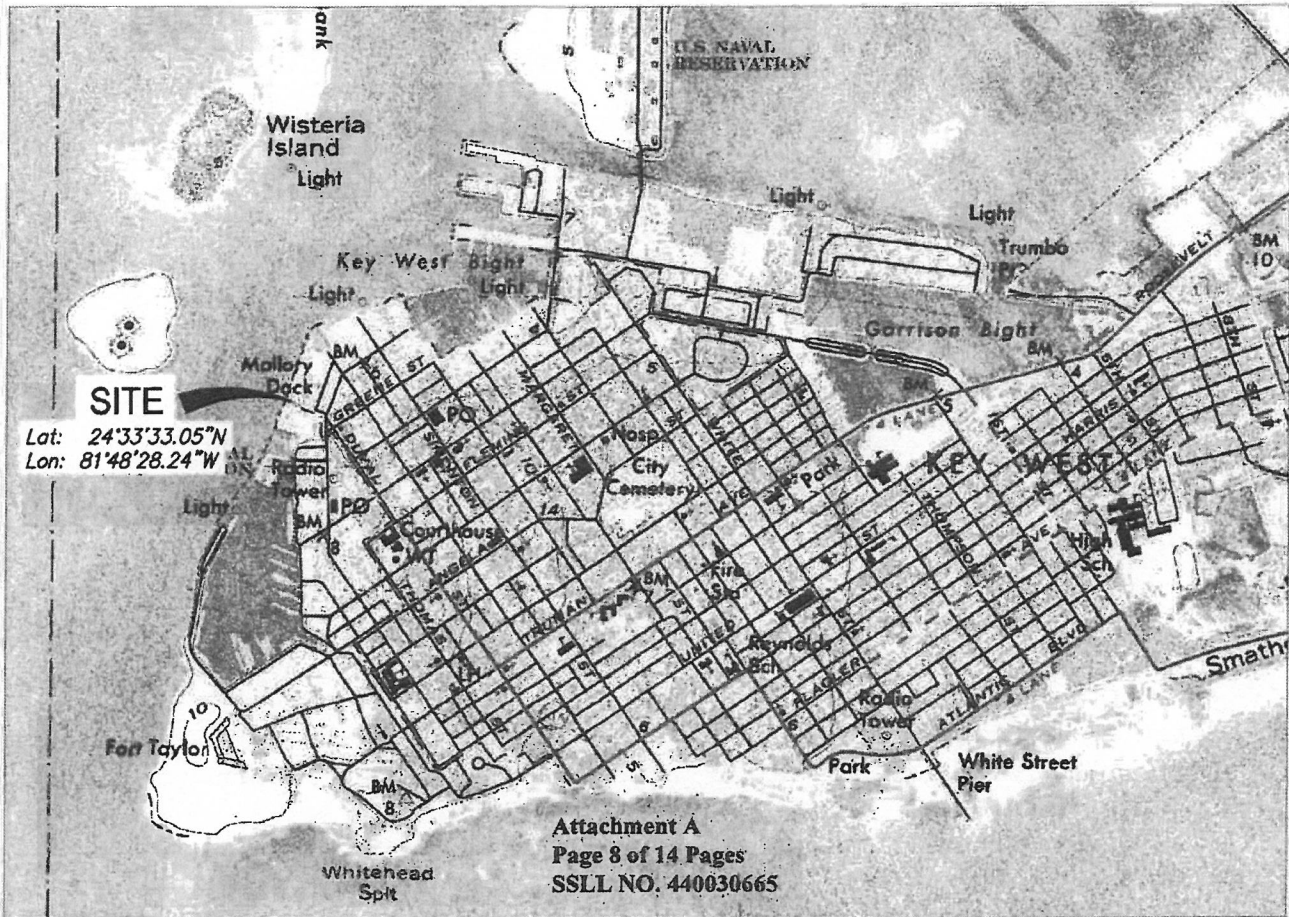
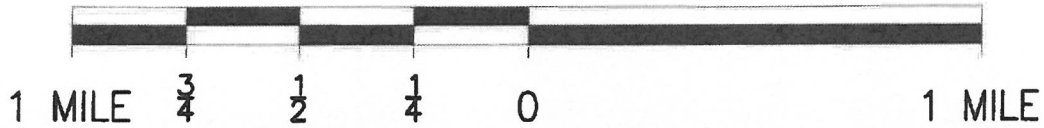
Keri O'Brien
Printed, Typed or Stamped Name

Commission/Serial No.



SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665
 Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST

KEY WEST QUADRANGLE
FLORIDA – MONROE COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)
SCALE 1: 48,000



(GEODETIC COORDINATE WAS ESTABLISHED BY A REAL TIME NETWORK GPS SURVEY)

REVISIONS

06-11-18: Revised Legal
 07-07-18: Revised Legal



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SURVEYING & MAPPING

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JOB #: 10754-1

SCALE: 1" = 20'

DATE: 04/10/18

BY: K.M.C.

CHECKED: K.M.C.

F.B. 1797 PG. 48

SHEET: 1 OF 5

SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST

SURVEYOR'S REPORT:

1. The specific purpose of this survey is to delineate the boundary of the sovereignty submerged land lease area and the riparian rights line, relative to the upland boundary.
2. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
4. During the course of the field survey no shoreline vegetation was observed.
5. The land description shown hereon was prepared by the Surveyor.
6. Riparian Rights Line: Navigable waters are immediately adjacent to the shoreline, therefore the Riparian Rights line was established by the accepted principle of the extension of the common boundary lines.
7. No underground improvement were located.
8. Bearings shown hereon are relative to the previous Sovereignty Submerged Land Lease No. 440030665 based on the south right-of-way line of David Wolkowsky Street (formerly Whitehead Street) having a bearing of N 70°27'37" W.
9. The Grid coordinates shown hereon are based on the North American Datum of 1983, adjustment of 2011 (NAD 83/2011) Epoch 2010.00, of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone established by a Real-time Network (RTN) GPS Control Survey which is certified to a 2 centimeter local accuracy,
 - a. Method: Wide Area Continuously Operating GPS Reference Station Network
 - b. Equipment Used: Trimble R8 GNSS, Serial Number 4347129118 (Dual Frequency Receiver)
 - c. Processing Software: Trimble Business Center, Version 3.70
10. Elevations shown hereon are in decimals of a foot based on the North American Vertical Datum of 1988 (NAVD 88). To convert elevations from NAVD 88 to NGVD 29, add algebraically the model value of (+) 1.342 feet to the elevation.
11. Benchmark Description: National Geodetic Survey (NGS) Benchmark "872 4580 TIDAL 24" (PID# AA0003), Elevation= 5.049' (NAVD 88), National Geodetic Vertical Datum of 1929 (NGVD 29) Elevation= 6.391'.
12. Address: 1 Whitehead Street, Key West, FL. 33040.
13. (a) The Mean High Water Survey depicted hereon complies with Chapter 177, Part II Florida Statutes.
 (b) Established Mean High Water Elevation is (-) 0.24 feet, NAVD 1988, as located on 02/27/2018.
 (c) The Mean High Water Elevation as shown hereon was established by extending the elevation shown at Tide Station No. 872-4580, which was obtained from the Florida Department of Environmental Protection Web Site, <http://www.labins.org>.
14. Bathymetry data shown hereon are in tenths of a foot, showing depths below Mean Low Water (MLW). The Mean Low Water (MLW) elevation of (-) 1.52 feet (NAVD 88) is based on the Florida Department of Environmental Protection Tidal Datum relative to Tide Station Number 872-4580.
15. Linear distance along wet face of concrete seawall= 255 feet. Total linear distance of lease area= 451 feet.
16. This map is intended to be displayed at a scale of 1:240 (1"=20') or smaller.
17. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbol have been plotted at the center of the field location and may not represent the actual shape and size of the feature.
18. Units of measurement are in U.S. Survey Feet and decimal parts thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.05'. The elevations on impervious surfaces were field measured to 0.04' and on ground surfaces to 0.1'.
19. Abbreviation Legend: Ac.= Acre; B.M.= Benchmark; CONC= Concrete; EL.= Elevation; MHW= Mean High Water Line; NAVD 88= North American Certical Datum of 1988; No.= Number; R/W= Right-of-Way; sq .ft.= Square Feet; ST.= Street; TYP= Typical.

Attachment A
 Page 9 of 14 Pages
 SSSL NO. 440030665

REVISIONS

06-11-18: Revised Legal
 07-07-18: Revised Legal



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JOB #: 10754-1

SCALE: 1" = 20'

DATE: 04/10/18

BY: K.M.C.

CHECKED: K.M.C.

F.B. 1797 PG. 48

SHEET: 2 OF 5

**SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665**

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
CITY OF KEY WEST

TIDAL BENCHMARKS ESTABLISHED

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD 83)
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

TIDAL STATION	NORTHING (Y)	EASTING (X)	ELEVATION NAVD 88	DESCRIPTION
"B.M.-1"	82925.37	387615.30	6.648	SET NAIL & TRAVERSE DISK IN PAVERS
"B.M.-2"	83000.28	387623.86	4.148	SET NAIL & TRAVERSE DISK IN PAVERS

LEGAL DESCRIPTION:

A parcel of submerged land within the Key West Harbor being coincident with a portion of Lot 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida (an unrecorded plan), described as:

COMMENCING at the intersection of the westerly right-of-way line of Wall Street with the southerly right-of-way line of David Walkowsky Street (formerly Whitehead Street); thence N 70°27'37" W along the northwesterly extension of the southerly right-of-way line of David Walkowsky Street (formerly Whitehead Street), being the south boundary of the uplands, a distance of 183.84 feet to the Point of Beginning; thence continue N 70°27'37" W along the northwesterly extension of the south boundary of the uplands, 114.03 feet; thence N 16°57'37" E, 50.05 feet; thence N 70°27'37" W, a distance of 30.26 feet; thence N 18°57'13" E, a distance of 9.33 feet; thence meander along the Mean High Water Line, at the wet face of the centerline of a proposed sheet pile for the following four (4) courses: thence S 71°42'13" E, a distance of 30.93 feet; thence S 70°07'28" E, a distance of 56.00 feet; thence S 23°04'55" W, a distance of 9.06 feet; thence S 70°14'39" E, a distance of 80.63 feet; thence meander along the Mean High Water Line, along the wet face of an existing seawall for the following three (3) courses: thence S 19°50'18" W, a distance of 41.70 feet; thence N 70°27'06" W, a distance of 20.13 feet; thence S 19°32'54" W, a distance of 8.62 feet to the Point of Beginning.

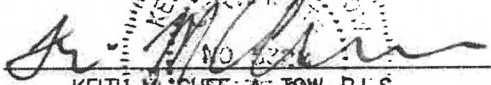
Said lands lying and being within Key West Harbor, City of Key West, Monroe County, Florida containing 7,480 square feet (0.17 acres) more or less.


SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY to the Board of Trustees of the Internal Improvement Fund (IIF) and the City of Key West that the attached Specific Purpose and Mean High Water Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Specific Purpose and Mean High Water Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, it complies with Chapter 177, Part II Florida Statutes.

Date: July 07, 2018

Attachment A
Page 10 of 14 Pages
SSLL NO. 440030665


 KEITH M. CHEE-A-TOW, P.L.S.
 Florida Registration No. 5328
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

REVISIONS 06-11-18: Revised Legal 07-07-18: Revised Legal	 ESTABLISHED 1981	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	JOB #: 10754-1 SCALE: N/A DATE: 04/10/18 BY: K.M.C. CHECKED: K.M.C. F.B. 1797 PG. 48 SHEET: 3 OF 5	
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MATCH LINE (See Sheet 5)

WOOD DOCK

HAND RAIL

WALKWAY

CITY OF KEY WEST MALLORY SQUARE

ONE STORY BUILDING

ONE STORY BUILDING

TWO STORY BUILDING

CONCRETE WALL

PROPOSED SHEETPILE

WOOD PLATFORM

WOOD FENCE



LEASE No. 440030665
7480 sq. ft. (0.17± Ac.)
DEPTH BELOW MEAN LOW WATER
MEAN LOW WATER = (-)1.52 (NAVD 88)

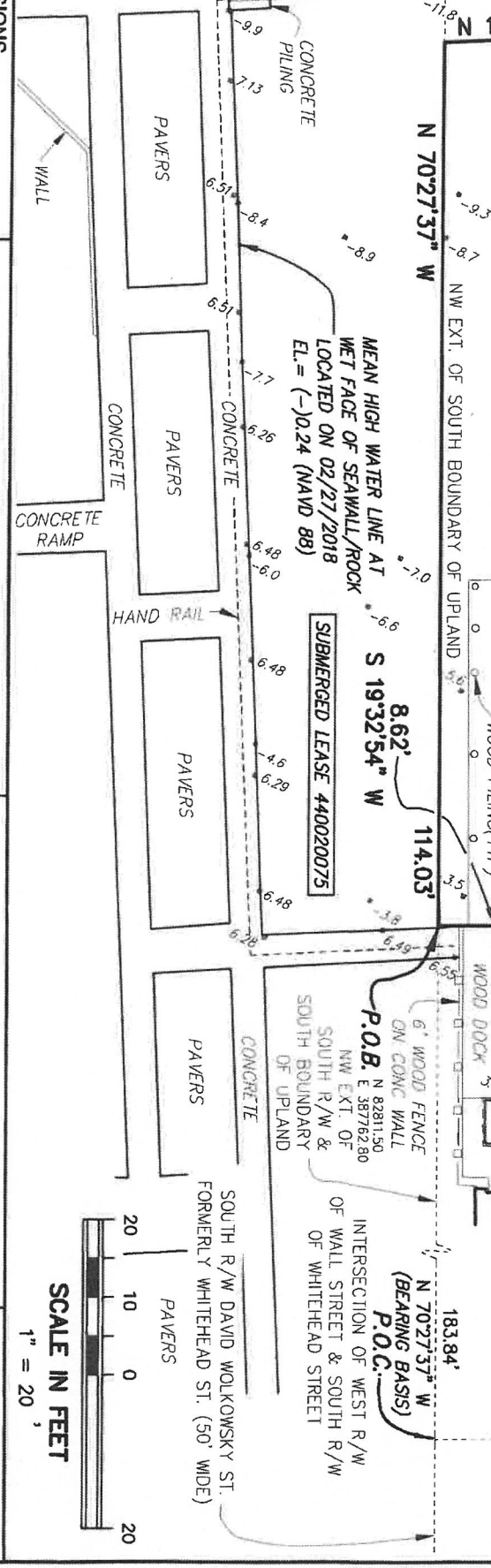
MEAN HIGH WATER LINE AT
WET FACE OF SEAWALL/ROCK
LOCATED ON 02/27/2018
EL. = (-)0.24 (NAVD 88)

MEAN HIGH WATER LINE AT
WET FACE OF SEAWALL/ROCK
LOCATED ON 02/27/2018
EL. = (-)0.24 (NAVD 88)

MEAN HIGH WATER LINE AT
WET FACE OF SEAWALL/ROCK
LOCATED ON 02/27/2018
EL. = (-)0.24 (NAVD 88)

MEAN HIGH WATER LINE AT
WET FACE OF SEAWALL/ROCK
LOCATED ON 02/27/2018
EL. = (-)0.24 (NAVD 88)

MEAN HIGH WATER LINE AT
WET FACE OF SEAWALL/ROCK
LOCATED ON 02/27/2018
EL. = (-)0.24 (NAVD 88)



SCALE IN FEET
1" = 20'

REVISIONS

- 06-11-18: Revised Legal
- 07-07-18: Revised Legal



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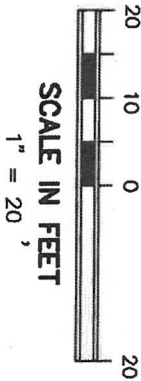
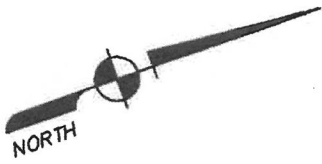
SUBMERGED LAND LEASE No. 440030665

MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
CITY OF KEY WEST
MONROE COUNTY, FLORIDA

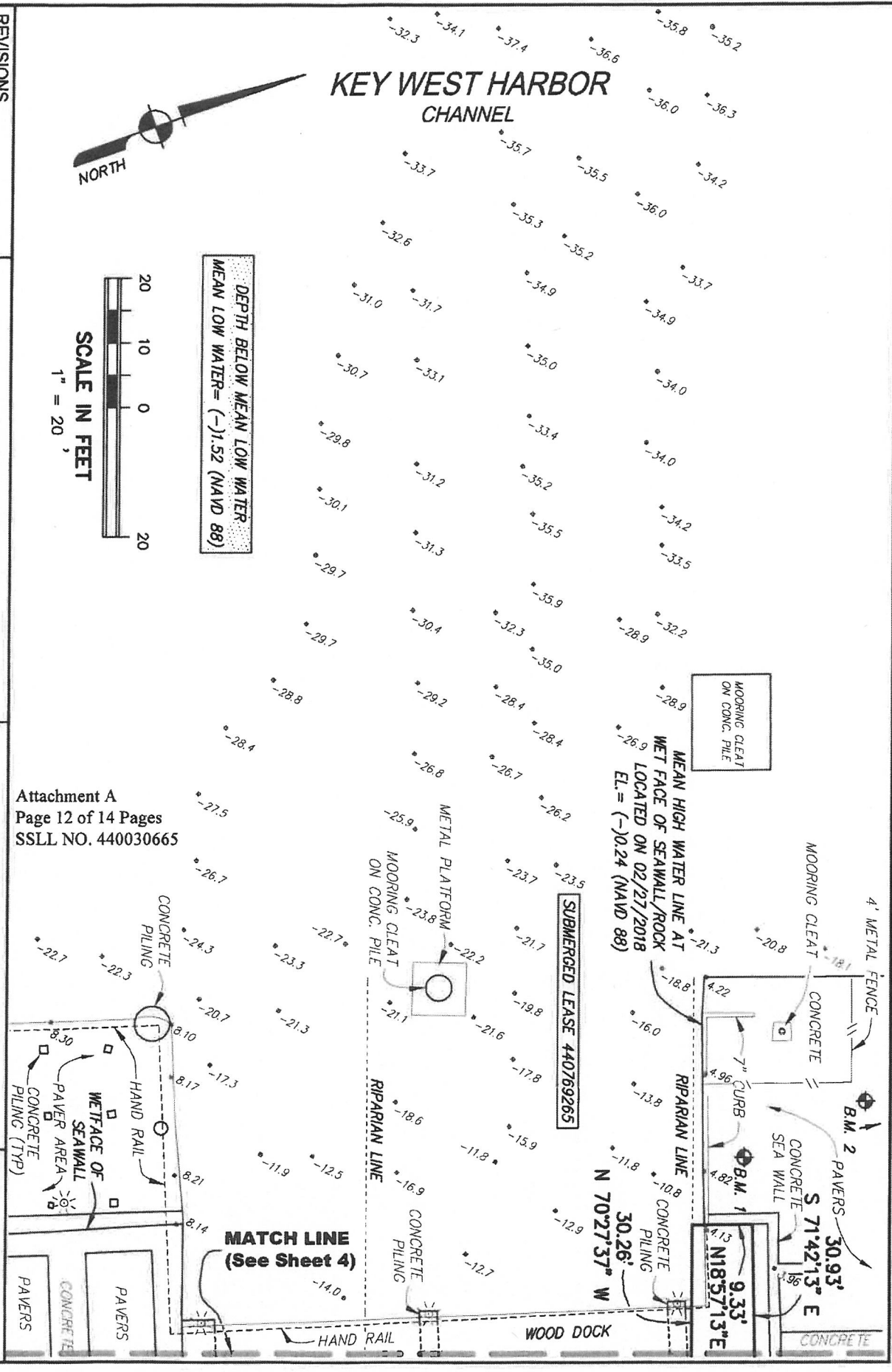
WEST R/W WALL STREET (30' WIDE)
WATER TANK W/OVERHANG
KEY WEST AQUARIUM (ONE STORY BUILDING)
CITY OF KEY WEST (LEASE AREA)
WALL STREET

JOB #:	10754-1
SCALE:	1" = 20'
DATE:	04/10/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B.:	1797 PG. 48
SHEET:	4 OF 5

KEY WEST HARBOR CHANNEL



DEPTH BELOW MEAN LOW WATER
MEAN LOW WATER = (-)1.52 (NAVD 88)



Attachment A
Page 12 of 14 Pages
SSLL NO. 440030665

REVISIONS

06-11-18: Revised Legal
07-07-18: Revised Legal



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SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE NO. 440030665

MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE

William A. Whitehead's Map of Key West

SECTION 6, TOWNSHIP 68 S, RANGE 25 E

CITY OF KEY WEST
MONROE COUNTY, FLORIDA.

JOB #:	10754-1
SCALE:	1" = 20'
DATE:	04/10/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B. 1797 PG.	48
SHEET:	5 OF 5



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 Fifty 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 part 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

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. D. 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.

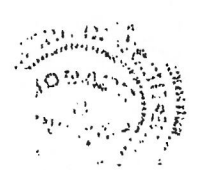
State of Florida, County of Monroe
This instrument was filed for record the 3rd day of Sept
1952 at 3:35 p.m. and duly recorded in Deed
Book G-64 on Page 274/275 File No. 29005
E. H. ADAMS, Clerk Circuit Court

I HEREBY CERTIFY, That on this 3rd 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.

Lawna R. Avedon
Notary Public, State of Florida at Large.

(SEAL)



Notary Public, State of Florida at Large.
My Commission expires May 10, 1956.
Bonded by American Fire & Casualty Co.

MichelleCates

From: Ed Swift IV <edswift@historictours.com>
Sent: Friday, April 18, 2025 9:24 AM
To: MichelleCates
Cc: Clinton Curry; Brent Lyons
Subject: RE: Submerged Land Lease modification
Attachments: Submerged Land Lease City - TSG Aquarium.pdf

Follow Up Flag: Flag for follow up
Flag Status: Completed

Michelle,

Thank you for the update and for contacting the Surveyor on updating the specific purpose Survey exhibit to the Submerged Land Lease. Thank you for copying me on your email to the surveyor.

On the below in highlight from your e-mail regarding updating the use Clause. I don't think Tony is the best person to provide an update to **Clause 1 Use of Property** Clause of the SLL. Below for reference.

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a 1-slip commercial dock, pedestrian observation deck and boardwalk to be used exclusively for the temporary mooring of recreational vessels and observation of marine life in conjunction with an upland city aquarium, without fueling facilities, with a sewage pumpout facility if it meets the requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, where an agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 0224891 dated August 10, 2010, incorporated herein and made a part of this lease by reference.. All of the foregoing subject to the remaining conditions of this lease.

I spoke to Clinton and updated it for the current uses or uses that will be in use in the future. Take a look at what we have written below. I reviewed the Attached Submerged Land Lease and I noted it does contain Paragraph 27 Liveaboards **HOWEVER** I did not see Attachment A referenced in existing clause 1 and highlighted below for reference. Is there a missing Exhibit A??If you or the City do not have I am willing to just delete area highlighted below and just state.... **without liveaboards as defined in paragraph 27** as we have no intention of having liveaboards. If the exhibit does not exist it might be easier to leave it out and see if the state notices OR if the state/DEP is drafting, then address now so we can add the exhibit or delete highlight. Thank you in advance for exploring this missing exhibit and how to remove the language or add the exhibit.

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a 1-slip commercial dock, pedestrian observation deck and boardwalk to be used exclusively for the temporary mooring of recreational vessels and observation of marine life in conjunction with an upland city aquarium, without fueling facilities, without sewage pump out facilities and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection

Consolidated Environmental Resource Permit No. 0224891-003-EI dated August 10, 2010, incorporated herein and made a part of this lease by reference. All the foregoing subject to the remaining conditions of this lease.

THANK YOU!

Ed IV



Ed Swift, IV
Vice President of Operations
Historic Tours of America®

Mobile: (904) 238-5188

108 Sea Grove Main Street, 2nd Floor
St. Augustine, Florida 32080

Historic Tours of America® - The Nation's Storyteller®

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From: MichelleCates <MichelleCates@michellescates.com>

Sent: Thursday, April 17, 2025 4:07 PM

To: Ed Swift IV <edswift@historictours.com>

Cc: Clinton Curry <clinton.curry@historictours.com>; Brent Lyons <Brentten.Lyons@historictours.com>; MichelleCates <MichelleCates@michellescates.com>

Subject: Submerged Land Lease modification

Hi Ed:

As you know I am working on getting an updated specific purpose survey. The DEP wants the updated survey showing what is currently existing in the leased area, and then they want a "drawing overlay" showing the proposed construction, which overlay will need to be completed by Deloach's company. Additionally, section 1 "use of the property" on page 1 of the SLL will need to be updated as well with language describing what the use of the property (leased area) will be after construction is completed. We will need to get this language from Deloach. As soon as I hear back about the updated survey, I will let you know. Please let me know if you have any questions.

Best Regards,
Michelle Cates Deal, Esq.

Law Office of Michelle Cates Deal, P.A.
201 Front Street, Ste. #333

Key West, Florida 33040
MichelleCates@michellectates.com
Phone- 305-453-6270

All urgent matters should be brought to our attorneys' attention through means other than e-mail, as emails may not be checked over prolonged periods by the attorney. Communication by and responses to e-mail consume attorney time and such time is billable. This transmission is to be delivered only to the named addressee(s) and contains information that is confidential and/or privileged material to persons or entities so named as original addressee(s); all recipients other than the intended recipient(s) shall not construe the transmission as a waiver of any privilege or confidence, and the recipient should immediately, without reading, reproducing or transmitting, destroy the transmitted material. Anything in this email or attachments to the contrary notwithstanding, all emails and information contained therein, are for ongoing non-binding discussions and negotiations and do not constitute an agreement or an offer to enter into an agreement. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, which may attach to this communication.

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NOTE: This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during and from communications may be used for the purpose of collecting debt.

MichelleCates

From: MichelleCates
Sent: Friday, March 27, 2026 9:11 AM
To: MichelleCates
Subject: FW: Key West Aquarium Dock Permitting for City of Key West
Attachments: KeyWestAquarium1WhiteheadBATHYMETRIC&TOPOGRAPHICSURVEY_10754.pdf;
KeyWestAquarium1WhiteheadPhase2ConstructionDrawings-Set_5.22.25.pdf;
KeyWestAquarium1WhiteHeadPlans_Set_02.27.26.pdf;
KeyWestAquarium1WhiteheadSovereigntySubmergedLandLeaseNo440030665.pdf;
KeyWestAquariumSurvey1Whitehead.pdf

Best Regards,
Michelle Cates Deal, Esq.

Law Office of Michelle Cates Deal, P.A.

201 Front Street, Ste. #333

Key West, Florida 33040

MichelleCates@michellecates.com

Office Phone- 305-453-6270

Cell Phone: 727-482-1553

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NOTE: This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during and from communications may be used for the purpose of collecting debt.

From: sluebs@wesinc.com <sluebs@wesinc.com>
Sent: Wednesday, March 25, 2026 2:42 PM
To: MichelleCates <MichelleCates@michellecates.com>; 'Ed Swift IV' <edswift@historictours.com>
Cc: 'Anthony DeLoach' <tonyd@wesinc.com>; 'Clinton Curry' <Clinton.Curry@historictours.com>
Subject: RE: Key West Aquarium Dock Permitting for City of Key West

Good Afternoon All,

Michelle, I am happy to answer any questions that arise in your application. All of the documents submitted for the City of Key West building permit application I will attach to this chain. My cell number is below if you need anything immediately.

Please let me know how I can help.

Thank you for the update.

Stephanie



WES Industries, Inc.

Stephanie Luebs

☎ (O)941.371.7617 ext. 2226 (C)941.356.1682

✉ SLuebs@WESinc.com

📍 6389 Tower Lane, Sarasota, FL 34240

🌐 www.WESinc.com

A Full Service Company
CGC1521613 CUC1225087
PCC1256932 EC13013835

From: sluebs@wesinc.com <sluebs@wesinc.com>

Sent: Wednesday, March 18, 2026 3:19 PM

To: Ed Swift IV <edswift@historictours.com>

Cc: 'Anthony DeLoach' <tonyd@wesinc.com>; Clinton Curry <Clinton.Curry@historictours.com>

Subject: Key West Aquarium Dock Permitting for City of Key West

Good Afternoon Ed,

Tony asked me to send over the permit application for the City of Key West over to you. Unfortunately, everything is in an online forum that populates questions from previous answers and a non printable format. I've copied the information from the online forum below and will attach all plans that I attached to the permit as well as the DEP Approval.

Permit #BLD2026-0517

Type:

DOCK

Subtype:

HARC

Short Description:

Status:

REVIEW PLANNING

Applied Date:

2/27/2026

Approved Date:

Issued Date:

Final Date:

Expiration Date:

Notes:

3/2/2026 3:36:09 PM Observation and Training Deck Platform Expansion. Including Boat Wake Fish Protection System. *NOC Exempt* *HARC Inspection Required*

Let me know if you have any questions or concerns.

Thanks
Stephanie



WES Industries, Inc.

Stephanie Luebs

☎ (O)941.371.7617 ext. 2226 (C)941.356.1682

✉ SLuebs@WESinc.com

📍 6389 Tower Lane, Sarasota, FL 34240

🌐 www.WESinc.com

A Full Service Company
CGC1521613 CUC1225087
PCC1256932 EC13013835

MichelleCates

From: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Sent: Wednesday, December 10, 2025 12:31 PM
To: Gary Moreira
Cc: MichelleCates
Subject: RE: [EXTERNAL] RE: [EXTERNAL]: Submerged Lands Lease Renewal - 440030665

Follow Up Flag: Follow up
Flag Status: Completed

Hi Gary.

My apologies I meant to send this to you yesterday. I just wanted to follow up the phone conversation that we had yesterday about the submerged lands lease!

The Department conducted the inspection of the current lease in July I, believe, for the renewal of the current lease. By now, the renewal should have been in review by the Division of State Lands and may be close to execution. **The modification of the lease will simply just take it's place once we complete all of the permitting and lease document processes.** Therefore, **there will be no discontinuation or penalization of the current lease once the expiration date approaches.**

I hope this helps clear some things up!! Let me know if I can assist further!

Thank you,



Ms. Bailey K. Harding

Environmental Specialist III
Environmental Resource Permitting & Compliance
Southeast District - Marathon
Florida Department of Environmental Protection
2796 Overseas Highway, Suite 221
Marathon, FL 33050
Office: 305-289-7070
Direct: 305-289-7075
bailey.harding@floridadep.gov

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From: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Sent: Monday, November 17, 2025 1:31 PM
To: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Cc: MichelleCates <michellecates@michellecates.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL]: Submerged Lands Lease Renewal - 440030665

EXTERNAL MESSAGE

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Bailey,

Good talking with you this morning. Per our discussion please consider this a formal request to extend the Submerged Lands Lease 440030665 for an additional 30 days beyond the December extension you graciously provided last month.

Thank you Bailey and please confirm when you have a minute.

Best Regards,

Gary Moreira

Sr. Property Manager

City of Key West

Gary.Moreira@cityofkeywest-fl.gov

(305) 809-3700 Main

(305) 809-3783 Direct

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From: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>

Sent: Monday, November 17, 2025 9:34 AM

To: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>

Subject: [EXTERNAL] RE: [EXTERNAL]: Submerged Lands Lease Renewal - 440030665

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Good morning Gary,

It seems as if the Sanctuary has reopened, therefore, I would give them a few weeks to get caught up with what they have as it seems we have received a few responses since their reopening.

Thank you,

Ms. Bailey K. Harding

Environmental Specialist III
Environmental Resource Permitting & Compliance
Southeast District - Marathon
Florida Department of Environmental Protection
2796 Overseas Highway, Suite 221
Marathon, FL 33050
Office: 305-289-7070
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bailey.harding@floridadep.gov



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From: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Sent: Friday, November 7, 2025 6:55 AM
To: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

EXTERNAL MESSAGE

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So Bailey should we not just go ahead with the renewal without the modification?

Thank you by the way!

Best Regards,

Gary Moreira
Sr. Property Manager
City of Key West
Gary.Moreira@cityofkeywest-fl.gov
(305) 809-3700 Main
(305) 809-3783 Direct

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From: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Sent: Thursday, November 6, 2025 2:22 PM
To: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

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Hi Gary,

My deepest apologies, I opened that email and began a response but it seems I never sent it. I did see that a plan was provided to the Sanctuary however due to the furloughs at the Sanctuary, they are not allowed to communicate to the public at the moment. Unfortunately, I am being told we cannot issue anything until the coral plan has been finalized because we need to put those conditions in our final permit nor the lease at the moment.

I know this has been taking a long time and it is causing delays on our end too, but I do appreciate all of the patience while we get through this!! 😊

Thank you,



Ms. Bailey K. Harding

Environmental Specialist III
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bailey.harding@floridadep.gov

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From: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Sent: Tuesday, November 4, 2025 2:44 PM
To: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

EXTERNAL MESSAGE

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Hi again Bailey 😊

Let me know about my last inquire regarding the Submerged Lands Lease for the Aquarium and whether having the coral mitigation plan vs. completing the mitigation is enough to satisfy moving forward with the renewal and modification. Seems to me someone is going to want to see this plan done first, but maybe not. If that's the case, let's just move ahead with extension. I'm just worried we're going to be bumping up against the new December expiration. I'll have to have it in front of our commission the beginning of December.

Thank you as always for your help and input.

Best Regards,

Gary Moreira
Sr. Property Manager
City of Key West
Gary.Moreira@cityofkeywest-fl.gov
(305) 809-3700 Main
(305) 809-3783 Direct

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taking any action in reliance on the contents of this information is strictly prohibited. This confidential e-mail may also be privileged or otherwise protected by work product immunity or other legal rules.

From: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Sent: Wednesday, September 24, 2025 3:04 PM
To: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

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You as well, Gary!! Thank you!!



Ms. Bailey K. Harding

Environmental Specialist III
Environmental Resource Permitting & Compliance
Southeast District - Marathon
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2796 Overseas Highway, Suite 221
Marathon, FL 33050
Office: 305-289-7070
Direct: 305-289-7075
bailey.harding@floridadep.gov

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From: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Sent: Wednesday, September 24, 2025 3:03 PM
To: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

EXTERNAL MESSAGE

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Ha! Thank you so much Bailey! Have a good rest of the day.

Best Regards,

Gary Moreira
Sr. Property Manager
City of Key West
Gary.Moreira@cityofkeywest-fl.gov
(305) 809-3700 Main
(305) 809-3783 Direct

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From: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Sent: Wednesday, September 24, 2025 3:01 PM
To: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

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Hi Gary,

The permit has not yet been issued and neither was the Delegation of Authority for the lease. Kristofer had to make some revisions to the coral relocation plan that were requested by the National Marine Sanctuary and so he provided the Department with a time extension waiver that extended our issuance date to the end of December. We have to reference the relocation plan in the permit so we need that to be complete in order to know what is being referenced in the final permit.

Thank you,



Ms. Bailey K. Harding

Environmental Specialist III
Environmental Resource Permitting & Compliance
Southeast District - Marathon
Florida Department of Environmental Protection
2796 Overseas Highway, Suite 221
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Office: 305-289-7070
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bailey.harding@floridadep.gov

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From: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Sent: Monday, September 22, 2025 1:24 PM
To: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

EXTERNAL MESSAGE

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Hi Bailey, was this issued?

Thank you and please let me know.

Best Regards,

Gary Moreira

Sr. Property Manager
City of Key West
Gary.Moreira@cityofkeywest-fl.gov
(305) 809-3700 Main
(305) 809-3783 Direct

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From: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Sent: Tuesday, September 9, 2025 1:59 PM
To: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

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Hi Gary,

We are in the process of reviewing the final permit. I have addressed some comments for management and sent it back for their review. Our deadline to issue is September 20, 2025.

Thank you,



Ms. Bailey K. Harding

Environmental Specialist III
Environmental Resource Permitting & Compliance
Southeast District - Marathon
Florida Department of Environmental Protection
2796 Overseas Highway, Suite 221
Marathon, FL 33050
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Direct: 305-289-7075
bailey.harding@floridadep.gov

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From: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Sent: Friday, September 5, 2025 4:29 PM
To: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Subject: FW: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Hi Bailey, I'm sorry to bug you again today about this but my time is short if I'm going to get just the renewal on our next commission agenda. Could you give me your quick

thoughts on the message below regarding moving forward with just the renewal rather renewal & modification?

Thank you again and I hope you have a great weekend.

Best Regards,

Gary Moreira
Sr. Property Manager
City of Key West
Gary.Moreira@cityofkeywest-fl.gov
(305) 809-3700 Main
(305) 809-3783 Direct

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From: Gary Moreira
Sent: Thursday, September 4, 2025 11:50 AM
To: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Subject: RE: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

Hi Bailey,

What would the process look like if we pulled the modification and just pursued the renewal? Would this expedite the renewal and if so do you know how much time before we could get the lease to execute? I'm concerned my tenant or their consultant isn't acting fast enough for us to get the renewal with the modification done prior to lease expiration. Are we past the point of no return? If that's the case can we request a month to month extension?

Bailey, thank you and please let me know.

Best Regards,

Gary Moreira
Sr. Property Manager
City of Key West
Gary.Moreira@cityofkeywest-fl.gov
(305) 809-3700 Main
(305) 809-3783 Direct

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From: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Sent: Wednesday, August 27, 2025 3:13 PM
To: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Cc: Cruz, Lauren <Lauren.Cruz@floridadep.gov>
Subject: [EXTERNAL] RE: Submerged Lands Lease Renewal - 440030665

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Good afternoon Gary,

Lauren and I just spoke about the lease modification for the aquarium. While the old lease was up for renewal, we have the open application in house for the repairs of the aquarium and the lease modification. Therefore, Lauren thought it best to wait until the final permit was issued, which I am in the process of writing now, and the new Delegation of Authority was submitted to the Division of State Lands to finalize the renewal that way everything is done at once. We have a deadline of September 20th to issue the final permit but I am going to try to finish it sooner so that we can get the DOA submitted as soon as possible also.

Thank you,



Ms. Bailey K. Harding

Environmental Specialist III
Environmental Resource Permitting & Compliance
Southeast District - Marathon
Florida Department of Environmental Protection
2796 Overseas Highway, Suite 221
Marathon, FL 33050
Office: 305-289-7070
Direct: 305-289-7075
bailey.harding@floridadep.gov

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From: Gary Moreira <gary.moreira@cityofkeywest-fl.gov>
Sent: Monday, August 25, 2025 2:36 PM
To: Harding, Bailey <Bailey.Harding@FloridaDEP.gov>
Subject: FW: Submerged Lands Lease Renewal - 440030665

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Hi Bailey,

Would you let me know what the status of our renewal for the Submerged Land Lease at the Aquarium in Key West. 440030665.

Thank you Bailey!

Best Regards,

Gary Moreira
Sr. Property Manager
City of Key West
Gary.Moreira@cityofkeywest-fl.gov
(305) 809-3700 Main
(305) 809-3783 Direct

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From: Gary Moreira
Sent: Monday, July 28, 2025 4:56 PM
To: Harding, Bailey <bailey.harding@floridadep.gov>
Cc: Todd C. Stoughton <tstoughton@cityofkeywest-fl.gov>; Rod Delostrinos <rdelostrinos@cityofkeywest-fl.gov>
Subject: Submerged Lands Lease Renewal - 440030665

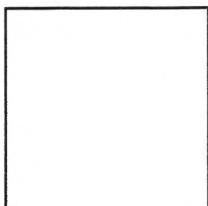
Hi Bailey, I hope things are going well for you. I wanted to check in with you on the status of our lease renewal for the Aquarium. Can you let me know if there's any news?

Thank you and have a great evening.

Best Regards,

Gary Moreira
Sr. Property Manager
City of Key West
Gary.Moreira@cityofkeywest-fl.gov
(305) 809-3700 Main
(305) 809-3783 Direct

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<input checked="" type="checkbox"/>

PROPERTY CARD

PROPERTY RECORD CARD

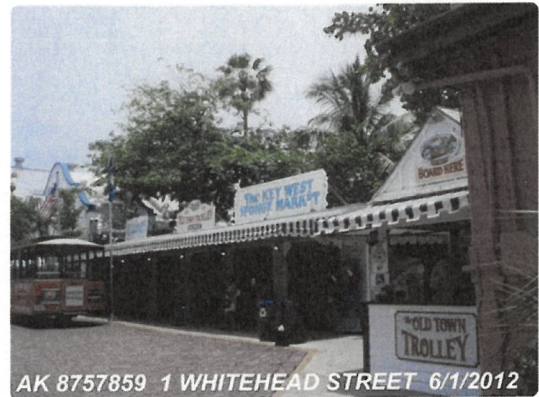
Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00072082-001900
 Account# 8757859
 Property ID 8757859
 Millage Group 10KW
 Location Address 1 WHITEHEAD St, KEY WEST
 Legal Description (TROPICAL SHELL & GIFTS LEASE) & CLINTON PLACE G64-274/275
 (Note: Not to be used on legal documents.)
 Neighborhood 32020
 Property Class TOURIST ATTRACTION (3500)
 Subdivision
 Sec/Twp/Rng 06/68/25
 Affordable Housing No



Owner

CITY OF KEY WEST
 PO Box 1409
 Key West FL 33041

Valuation

	2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values
+ Market Improvement Value	\$3,034,757	\$3,034,757	\$3,043,598	\$3,043,598
+ Market Misc Value	\$120,013	\$100,954	\$100,954	\$100,870
+ Market Land Value	\$8,067,488	\$8,067,488	\$8,871,796	\$8,181,732
= Just Market Value	\$11,222,258	\$11,203,199	\$12,016,348	\$11,326,200
= Total Assessed Value	\$11,222,258	\$11,203,199	\$12,016,348	\$11,326,200
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$11,222,258	\$11,203,199	\$12,016,348	\$11,326,200

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$8,067,488	\$3,034,757	\$100,954	\$11,203,199	\$11,203,199	\$0	\$11,203,199	\$0
2023	\$8,871,796	\$3,043,598	\$100,954	\$12,016,348	\$12,016,348	\$0	\$12,016,348	\$0
2022	\$8,181,732	\$3,043,598	\$100,870	\$11,326,200	\$11,326,200	\$0	\$11,326,200	\$0
2021	\$7,156,540	\$3,131,397	\$101,117	\$10,389,054	\$10,389,054	\$0	\$10,389,054	\$0
2020	\$7,156,540	\$3,131,397	\$101,362	\$10,389,299	\$10,389,299	\$0	\$10,389,299	\$0
2019	\$7,095,652	\$3,303,200	\$101,609	\$10,500,461	\$10,500,461	\$0	\$10,500,461	\$0
2018	\$9,532,913	\$2,969,454	\$98,642	\$12,601,009	\$12,601,009	\$0	\$12,601,009	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(3500)	36,427.00	Square Foot	0	0
COMMERCIAL WATERFRON (100W)	12,685.00	Square Foot	0	0

Buildings

Building ID	44130	Exterior Walls	AVE WOOD SIDING	
Style		Year Built	1939	
Building Type	TOURIST ATTRAC-D- / 35D	EffectiveYearBuilt	1991	
Building Name		Foundation		
Gross Sq Ft	450	Roof Type		
Finished Sq Ft	200	Roof Coverage		
Stories	1 Floor	Flooring Type		
Condition	AVERAGE	Heating Type		
Perimeter	60	Bedrooms	0	
Functional Obs	0	Full Bathrooms	0	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	45	Grade	400	
Interior Walls		Number of Fire PI	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	200	200	0
OPF	OP PRCH FIN LL	250	0	0
TOTAL		450	200	0

Building ID	44131	Exterior Walls	AVE WOOD SIDING	
Style		Year Built	1900	
Building Type	VACANT COMM / 10A	EffectiveYearBuilt	1989	
Building Name		Foundation		
Gross Sq Ft	1251	Roof Type		
Finished Sq Ft	782	Roof Coverage		
Stories	2 Floor	Flooring Type		
Condition	FAIR	Heating Type		
Perimeter	160	Bedrooms	0	
Functional Obs	0	Full Bathrooms	0	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	45	Grade	400	
Interior Walls		Number of Fire PI	0	
Code	Description	Sketch Area	Finished Area	Perimeter
EPB	ENCL PORCH BLK	441	0	0
FLA	FLOOR LIV AREA	782	782	0
OUU	OP PR UNFIN UL	28	0	0
TOTAL		1,251	782	0

Building ID	44132	Exterior Walls	AVE WOOD SIDING	
Style		Year Built	1974	
Building Type	RESTAURANT & CAFETR / 21C	EffectiveYearBuilt	1991	
Building Name		Foundation		
Gross Sq Ft	300	Roof Type		
Finished Sq Ft	300	Roof Coverage		
Stories	1 Floor	Flooring Type		
Condition	AVERAGE	Heating Type		
Perimeter	70	Bedrooms	0	
Functional Obs	0	Full Bathrooms	0	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	45	Grade	350	
Interior Walls		Number of Fire PI	0	
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	300	300	0
TOTAL		300	300	0

Building ID	44133	Exterior Walls	AVE WOOD SIDING	
Style		Year Built	1974	
Building Type	TOURIST ATTRAC-D- / 35D	EffectiveYearBuilt	1991	
Building Name		Foundation		
Gross Sq Ft	100	Roof Type		
Finished Sq Ft	100	Roof Coverage		
Stories	1 Floor	Flooring Type		
Condition	AVERAGE	Heating Type		
Perimeter	40	Bedrooms	0	
Functional Obs	0	Full Bathrooms	0	
Economic Obs	0	Half Bathrooms	0	
Depreciation %	45	Grade	350	
Interior Walls		Number of Fire PI	0	

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	100	100	0
TOTAL		100	100	0

Building ID 44134
 Style
 Building Type TOURIST ATTRAC-D- / 35D
 Building Name
 Gross Sq Ft 826
 Finished Sq Ft 826
 Stories 1 Floor
 Condition AVERAGE
 Perimeter 146
 Functional Obs 0
 Economic Obs 0
 Depreciation % 45
 Interior Walls

Exterior Walls AB AVE WOOD SIDING
 Year Built 1974
 EffectiveYearBuilt 1991
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type
 Heating Type
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 400
 Number of Fire PI 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	826	826	0
TOTAL		826	826	0

Building ID 44135
 Style
 Building Type TOURIST ATTRAC-B- / 35B
 Building Name
 Gross Sq Ft 5578
 Finished Sq Ft 4536
 Stories 3 Floor
 Condition AVERAGE
 Perimeter 490
 Functional Obs 0
 Economic Obs 0
 Depreciation % 45
 Interior Walls

Exterior Walls AB AVE WOOD SIDING
 Year Built 1974
 EffectiveYearBuilt 1991
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type
 Heating Type
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 400
 Number of Fire PI 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	4,536	4,536	0
OPU	OP PR UNFIN LL	24	0	0
OPF	OP PRCH FIN LL	1,018	0	0
TOTAL		5,578	4,536	0

Building ID 44136
 Style
 Building Type TOURIST ATTRAC / 35C
 Building Name
 Gross Sq Ft 6125
 Finished Sq Ft 6125
 Stories 1 Floor
 Condition FAIR
 Perimeter 348
 Functional Obs 0
 Economic Obs 0
 Depreciation % 40
 Interior Walls

Exterior Walls REIN CONCRETE
 Year Built 1939
 EffectiveYearBuilt 1993
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type
 Heating Type
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 400
 Number of Fire PI 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,125	6,125	0
TOTAL		6,125	6,125	0

Building ID 44137
 Style
 Building Type TOURIST ATTRAC-A- / 35A
 Building Name
 Gross Sq Ft 6927
 Finished Sq Ft 6882
 Stories 5 Floor
 Condition FAIR
 Perimeter 540
 Functional Obs 0
 Economic Obs 0
 Depreciation % 55
 Interior Walls

Exterior Walls BRICK
 Year Built 1900
 EffectiveYearBuilt 1982
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type
 Heating Type
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 400
 Number of Fire PI 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,882	6,882	0
SBF	UTIL FIN BLK	45	0	0

Code	Description	Sketch Area	Finished Area	Perimeter
TOTAL		6,927	6,882	0

Building ID 44138
 Style
 Building Type TOURIST ATTRAC / 35C
 Building Name
 Gross Sq Ft 5876
 Finished Sq Ft 4310
 Stories 1 Floor
 Condition AVERAGE
 Perimeter 454
 Functional Obs 0
 Economic Obs 0
 Depreciation % 45
 Interior Walls
 Exterior Walls AVE WOOD SIDING
 Year Built 1974
 EffectiveYearBuilt 1991
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type
 Heating Type
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 400
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	4,310	4,310	0
OPU	OP PR UNFIN LL	796	0	0
OOU	OP PR UNFIN UL	200	0	0
OPF	OP PRCH FIN LL	326	0	0
SBF	UTIL FIN BLK	244	0	0
TOTAL		5,876	4,310	0

Building ID 44139
 Style
 Building Type TOURIST ATTRAC-D- / 35D
 Building Name
 Gross Sq Ft 128
 Finished Sq Ft 80
 Stories 1 Floor
 Condition AVERAGE
 Perimeter 36
 Functional Obs 0
 Economic Obs 0
 Depreciation % 45
 Interior Walls
 Exterior Walls AVE WOOD SIDING
 Year Built 1974
 EffectiveYearBuilt 1991
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type
 Heating Type
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 400
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	80	80	0
OPF	OP PRCH FIN LL	48	0	0
TOTAL		128	80	0

Building ID 44140
 Style
 Building Type TOURIST ATTRAC-B- / 35B
 Building Name
 Gross Sq Ft 6388
 Finished Sq Ft 4944
 Stories 4 Floor
 Condition AVERAGE
 Perimeter 540
 Functional Obs 0
 Economic Obs 0
 Depreciation % 45
 Interior Walls
 Exterior Walls AB AVE WOOD SIDING
 Year Built 1974
 EffectiveYearBuilt 1991
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type
 Heating Type
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 400
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
EPA	ENCL PORCH WD	396	0	0
FLA	FLOOR LIV AREA	4,944	4,944	0
OPU	OP PR UNFIN LL	24	0	0
OOU	OP PR UNFIN UL	660	0	0
OPF	OP PRCH FIN LL	126	0	0
OUF	OP PRCH FIN UL	172	0	0
PTO	PATIO	66	0	0
TOTAL		6,388	4,944	0

Building ID 44141
 Style
 Building Type 1 STY STORE-C / 11C
 Building Name
 Gross Sq Ft 1000
 Finished Sq Ft 341
 Stories 1 Floor
 Exterior Walls AVE WOOD SIDING
 Year Built 1997
 EffectiveYearBuilt 1993
 Foundation
 Roof Type
 Roof Coverage
 Flooring Type

Condition EXCELLENT
 Perimeter 84
 Functional Obs 0
 Economic Obs 0
 Depreciation % 40
 Interior Walls

Heating Type
 Bedrooms 0
 Full Bathrooms 0
 Half Bathrooms 0
 Grade 400
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	659	0	0
FLA	FLOOR LIV AREA	341	341	0
TOTAL		1,000	341	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
WATER FEATURE	1969	1970	0 x 0	1	2 UT	2
BRICK PATIO	1976	1977	0 x 0	1	1352 SF	2
BRICK PATIO	1976	1977	11 x 40	1	440 SF	1
BRICK PATIO	1976	1977	0 x 0	1	7221 SF	2
CONC PATIO	1976	1977	24 x 35	1	840 SF	2
WOOD DECK	1979	1980	4 x 40	1	160 SF	1
TILE PATIO	1981	1982	20 x 50	1	1000 SF	4
TIKI	1981	1982	6 x 6	1	36 SF	3
TIKI	1981	1982	6 x 6	1	36 SF	3
WOOD DECK	1981	1982	20 x 48	1	960 SF	3
WALL AIR COND	1983	1984	0 x 0	1	3 UT	2
WOOD DOCKS	1983	1984	0 x 0	1	893 SF	3
WOOD DECK	1984	1985	0 x 0	1	828 SF	2
UTILITY BLDG	1985	1986	9 x 16	1	144 SF	3
UTILITY BLDG	1985	1986	10 x 30	1	300 SF	3
WROUGHT IRON	1986	1987	6 x 17	1	102 SF	4
FENCES	1986	1987	7 x 19	1	133 SF	2
CH LINK FENCE	1986	1987	7 x 87	1	609 SF	3
WROUGHT IRON	1986	1987	7 x 115	1	805 SF	4
COMM ELEVATOR	1981	1982	0 x 0	1	1 UT	1

Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
BLD2025-2489	09/29/2025	Active	\$13,600		Replace 16SQ existing 5V-Crimp with new of the same
BLD2024-1986	08/08/2025	Completed	\$15,750	Commercial	DEMOLITION OF EXISTING TURTLE TANK
BLD2025-0304	02/13/2025	Completed	\$7,700	Commercial	INSTALL 550 SQ FT OF 24G METAL SHINGLES
BLD2025-0303	02/11/2025	Completed	\$4,280	Commercial	KEY WEST CONCH FRITTER INSTALL 200SQFT (2) OF 60 MILL, FULLY ADHERED, TPO SINGLE PLY ON SMALL ROOF SHED.
BLD2024-1987	09/16/2024	Active	\$12,000	Commercial	CONCRETE PAD FOR TURTLE TANK.
BLD2024-1620	09/04/2024	Completed	\$50,000	Commercial	ELECTRICAL RENOVATION OF CLINTON SQUARE POCKET PARK.
BLD2024-1733	06/26/2024	Completed	\$8,775	Commercial	INSTALL 300 SQ/FT (3 SQS) OF 24G VICTORIAN METAL SHINGLES.
BLD2024-1529	06/21/2024	Completed	\$1,075,410	Commercial	Renovation of Clinton Square Pocket Park Demolition and sitework including drainage, irrigation, electric, landscape and hardscape... NOC exempt (city project)
BLD2024-1065	04/29/2024	Completed	\$16,000	Commercial	RE: Conch Store - We will tear off existing roof, install Polyglass peel & stick base sheet and install 5V-Crimp metal.
BLD2024-0352	03/04/2024	Active	\$8,700	Commercial	Door and window replacement Remove existing roll down shutters and install windows. Replace 1 door. Extend two openings for roll up doors
BLD2023-2176	08/15/2023	Completed	\$15,000	Commercial	Pavers to match pavers at aquarium, Replace existing pavers under roof at Sponge Market
BLD2023-2284	08/10/2023	Active	\$22,000	Commercial	Replacing existing Walk-In Freezer and refrigeration equipment. Condensing unit to be installed on stand on the roof above Walk-In Freezer
BLD2023-1820	06/22/2023	Active	\$18,500	Commercial	. Remove existing roofing from the front of the building and 2 corners at the back of the building as marked on the picture. Install new underlayment. Install new Victorian Metal shingles
BLD2023-1447	05/30/2023	Expired	\$15,000	Commercial	Replace cast Iron sewer line. replace 300ft cast iron sewer line with new pvc, add 3 cleanouts with traffic lids.
BLD2023-0257	02/09/2023	Active	\$2,300	Commercial	Remove and Replace 25 sqft Novelty wood siding and prime and paint Shipwreck museum
BLD2023-0116	01/31/2023	Completed	\$6,700	Commercial	Roof install. Work to be performed at the back of the Aquarium. Install new MFM underlayment to an existing structure. Install new TPO roofing system.
BLD2023-0256	01/31/2023	Completed	\$2,300	Commercial	1 WHITEHEAD - STAIRS Shipwreck museum Replacing existing columns supports for stairs (2) 10 x 10

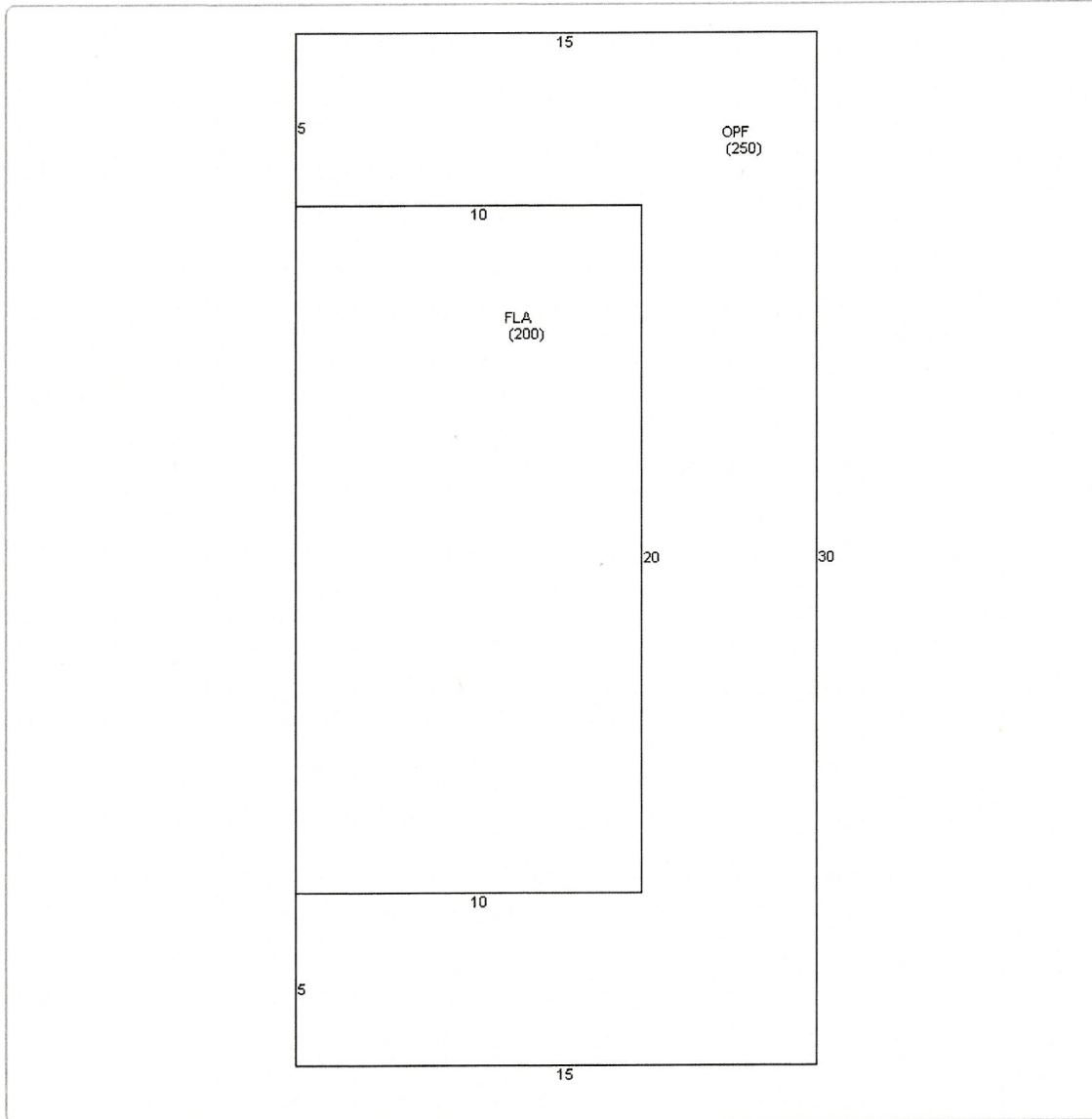
Number	Date Issued	Status	Amount	Permit Type	Notes
BLD2022-3126	10/26/2022	Active	\$24,150	Commercial	Changing Out (2) Existing 7 1/2 Tons A/C Condensers On Roof. Replacing with (2) New 7 1/2 Tons Condensers In Same Location On Roof On Existing Aluminum Stands (2) Condenser Model # RAWL091CAZ.
BLD2022-2666	09/15/2022	Completed	\$11,000	Commercial	Install grade beams and form walls for a fountain. Plumbing to be performed by others.
BLD2022-2667	09/13/2022	Active	\$21,000	Commercial	Install windows and a door. Install 2 custom made windows and 1 custom made glass door. Infill existing door with block wall. Protect openings with code compliant hurricane panels
BLD2022-1549	06/06/2022	Completed	\$44,000	Commercial	Roof replacement (Shell Warehouse) - Remove existing asphalt shingles. Replace decking as needed. Install new MFM underlayment. Install new 5V metal crimp roofing system.
BLD2022-1632	06/03/2022	Completed	\$18,000	Commercial	Auxiliary building behind Sponge market. Remove existing roofing. Install new MFM underlayment. Install new 5V metal crimp roofing system.
BLD2022-1550	06/01/2022	Completed	\$65,000	Commercial	Roof replacement (Sponge Market) - Remove existing roofing. Install new MFM underlayment. Install approx. 300 sq ft of TPO roofing to flat areas. Install approx. 4200 sq ft of 5V metal crimp roofing system to sloped areas.
BLD2021-3420	01/13/2022	Completed	\$19,500	Commercial	PICK UP AND REPLACE EXISTING PAVERS NO NEW IMPERVIOUS DUE TO SAFETY ISSUES 1700 SF
BLD2019-0261	03/05/2019	Active	\$175,000	Commercial	Repair electrical room front wall install new wall frotting build new CBS wall on inside, secure and tie in existing trusses into the new wall . HARC all repair work will be done on the inside of the building.
BLD2018-1458	01/06/2019	Active	\$516,180	Commercial	INSTALLATION OF SHEET PILE SEAWALL W/CONCRETE CAP REQUIRING PILLING AND FOOT BRIDGE REMOVAL/REPLACEMENT TO ACCOMODATE. N.O.C REQUIRED. HARC INSPECTION REQUIRED. GH ** ALL CONDITION LISTED ON THE ACOE AND FDEP PERMITS MUST BE FOLLOWED (USE OF TURBIDITY SCREEDS AND ENDANGERED SPECIES PROTECTION AND OBSERVATION). KKD **MEASUREMENTS TO ENSURE THAT THE CABLE HUTS, AQUARIUM AND HOSPITALITY HOUSE AND PROTECTED DURING CONSTRUCTION PHASE. ET**
17-212	01/24/2017	Active	\$60,000	Commercial	INSTALL NEW 1000 AMP SERVICE TO ACCOMMODATE AQUARIUM TROPICAL SHEL AND GIFT NEW PUMP EQUIPMENT AND NEW 16-TON PACKAGE UNIT
15-5036	04/27/2016	Active	\$52,797	Commercial	INSTALL 5,600SF OF METAL ROOFING
15-3538	02/03/2016	Completed	\$8,000	Commercial	ATF-REMOVE CODE VIOLATION BOOTH
15-3539	02/03/2016	Completed	\$2,000	Commercial	ATF-INSTALL 100SF OF 5 V-CRIMP ON NEW BOOTH
15-3967	09/28/2015	Active	\$15,000	Commercial	REPLACE APPROX. 850 SQ/FT NOVELTY SIDING (EXISTING) PAINT FAUX TO MATCH EXISTING LIKE OLD WOOD. REPAINT FACADE SIGN (SHIPWRECK TREASURES MUSEUM) ON CENTER TOP OF BUILDING
13-1388	05/17/2013	Completed	\$3,668	Commercial	EXTEND EXISTING AWNING FRAME ACROSS FRONT STREET ELEVATION OF MALLORY MARKET. AWING TO BE APPROX 12X 7.
13-1388	05/17/2013	Completed	\$3,668	Commercial	EXTEND EXISTING AWNING FRAME ACROSS FRONT STREET ELEVATION OF MALLORY MARKET. AWNING TO BE APPROX. 12' X 7'.
13-1094	03/26/2013	Completed	\$6,000	Commercial	MINIMAL REPAIRS TO PAVERS ON WALL STREET. 120 SQ/FT SANDSET PAVERS TO FRONT STREET.
10-482	02/18/2010	Completed	\$1,400	Commercial	REMOVER SIDE STAIRS. REMOVE AND REPLACE ROTTED SIDING UNDER STAIRS
06-4571	08/01/2006	Completed	\$2,300	Commercial	REPLACE 3 SQRS OF V-CRIMP ROOFING.
06-4581	08/01/2006	Completed	\$5,200	Commercial	MISCELLANEOUS EXTERIOR WORK.
05-5492	12/02/2005	Completed	\$3,500	Commercial	RELOCATE (3) CONDUITS FOR NEW DECK
05-4882	11/07/2005	Completed	\$30,000	Commercial	HURRICANE WILMA DAMAGE - REPLACE WOODEN DECK
05-2637	06/29/2005	Completed	\$1,900	Commercial	INSTALL 7 EXIT/EMERGENCY FIXTURES
04-2066	06/24/2004	Completed	\$4,800	Commercial	DOOR REPAIR
04-0561	02/26/2004	Completed	\$8,000	Commercial	LIGHTING
03-1424	05/26/2003	Completed	\$2,200	Commercial	RELOCATE METER
02-2210	09/10/2002	Completed	\$1	Commercial	GENERATOR-PUMP ROOM
0202210	08/19/2002	Completed	\$24,200	Commercial	ELECTRICAL UPGRADES
0201362	05/22/2002	Completed	\$2,400	Commercial	CHANGEOUT AC
0200388	02/13/2002	Completed	\$1,500	Commercial	CHANGEOUT AC
0200360	02/08/2002	Completed	\$2,400	Commercial	CHANGEOUT AC
0102952	08/31/2001	Completed	\$16,500	Commercial	RENOVATIONS/REMODELING
0102073	05/24/2001	Completed	\$550	Commercial	(1) 5 TON SPLITTER
0100529	02/12/2001	Completed	\$1,500	Commercial	RENOVATIONS
0002056	07/24/2000	Completed	\$8,520	Commercial	ROOF
9904179	12/28/1999	Completed	\$4,200	Commercial	REPLACE A/C
9902808	08/11/1999	Completed	\$1,000	Commercial	ELECTRICAL
9901766	05/21/1999	Completed	\$300	Commercial	ELECTRICAL
9802711	09/03/1998	Completed	\$4,500	Commercial	ELECTRICAL
9802234	07/17/1998	Completed	\$900	Commercial	ELECTRICAL
9802042	06/30/1998	Completed	\$6,000	Commercial	ELECTRICAL
9801742	06/03/1998	Completed	\$5,000	Commercial	REMODEL BUILDING
9801521	05/14/1998	Completed	\$900	Commercial	ELECTRICAL
9800232	01/22/1998	Completed	\$1,845	Commercial	SECURITY ALARM
9800235	01/22/1998	Completed	\$585	Commercial	SECURITY ALARM
9704223	12/17/1997	Completed	\$1,500	Commercial	ELECTRICAL
9702456	12/01/1997	Completed	\$1	Commercial	11 SQS GALVALUME ROOF
9702456	09/01/1997	Completed	\$53,558	Commercial	REMODEL EXISTING SHED
9702952	09/01/1997	Completed	\$5,000	Commercial	REMODEL BUILDING
9703116	09/01/1997	Completed	\$2,000	Commercial	RENOVATIONS

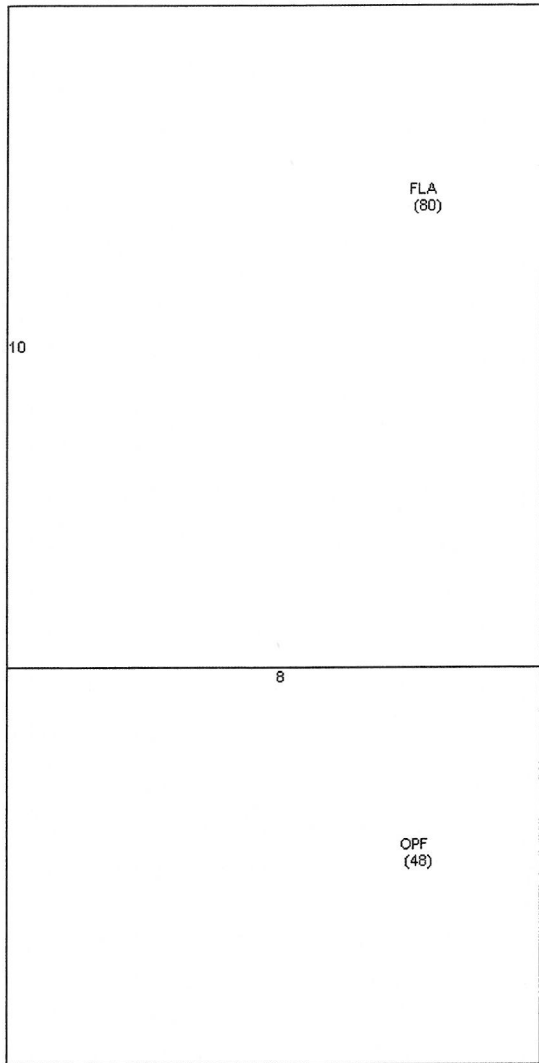
Number	Date Issued	Status	Amount	Permit Type	Notes
9702477	08/01/1997	Completed	\$800	Commercial	PAINT EXTERIOR AQUARIUM
9603500	08/01/1996	Completed	\$1,000	Commercial	AWNINGS
96-3500	08/01/1996	Completed	\$1,000	Commercial	AWNINGS
96-0686	02/01/1996	Completed	\$30,000	Commercial	ELECTRICAL
A951841	06/01/1995	Completed	\$3,300	Commercial	29 SQS ROOFING
A951627	05/01/1995	Completed	\$7,610	Commercial	29 SQS ROOFING
B943722	11/01/1994	Completed	\$300	Commercial	PAINT EXTERIOR
B930163	01/01/1993	Completed	\$500	Commercial	INSTALL REMOVABLE WINDOWS

View Tax Info

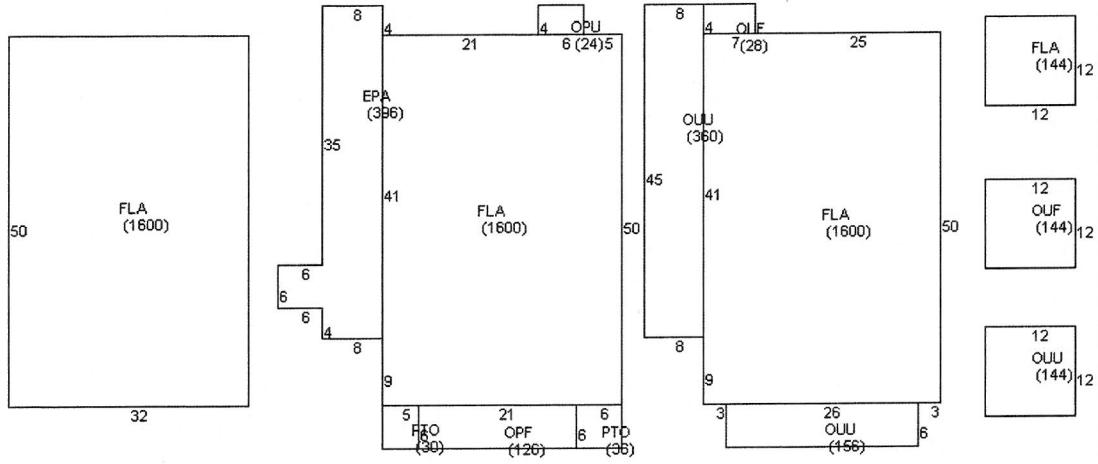
[View Taxes for this Parcel](#)

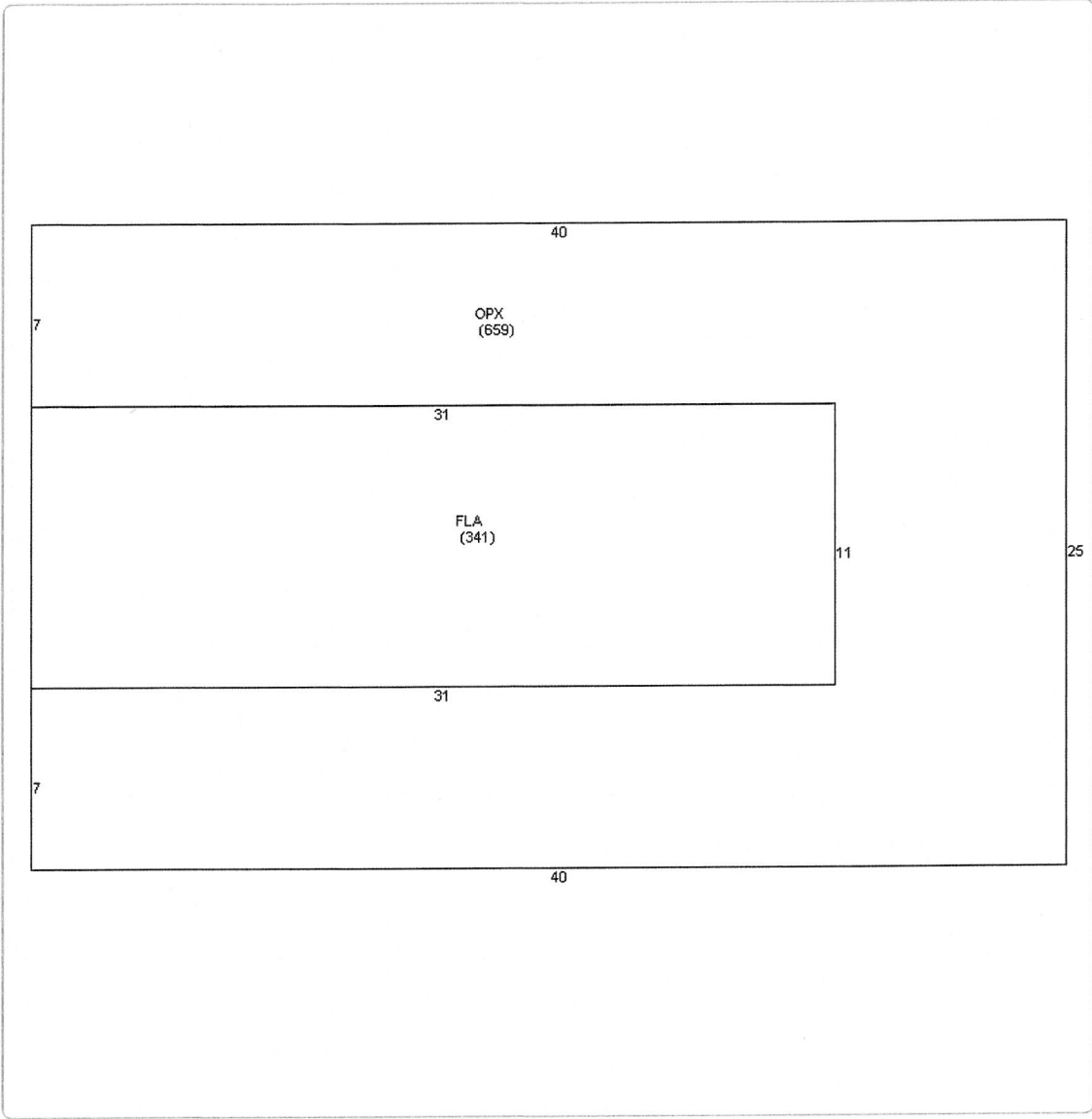
Sketches (click to enlarge)

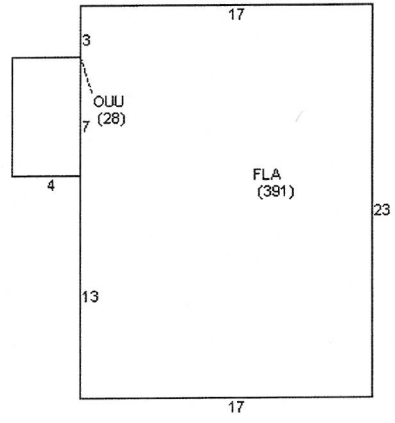
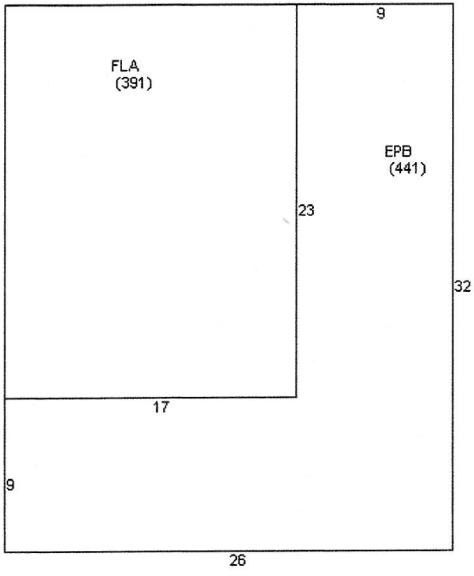




Monroe County, FL







FLA
(300)

15

20

FLA
(100)

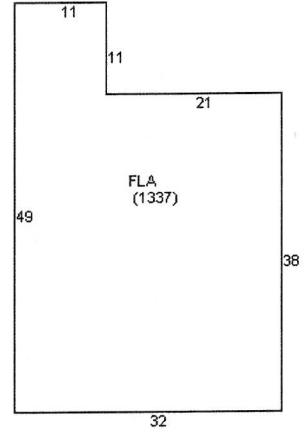
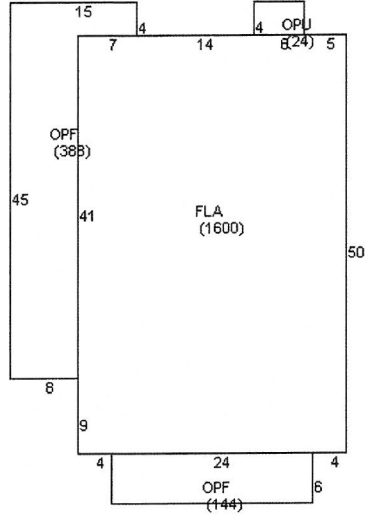
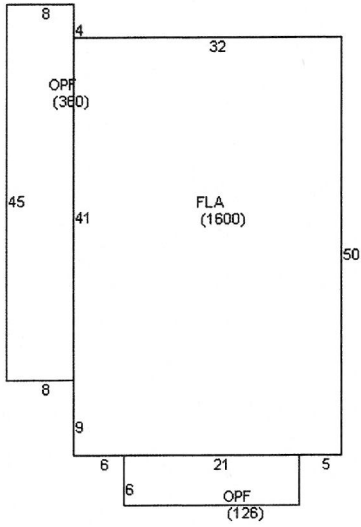
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10

FLA
(826)

59

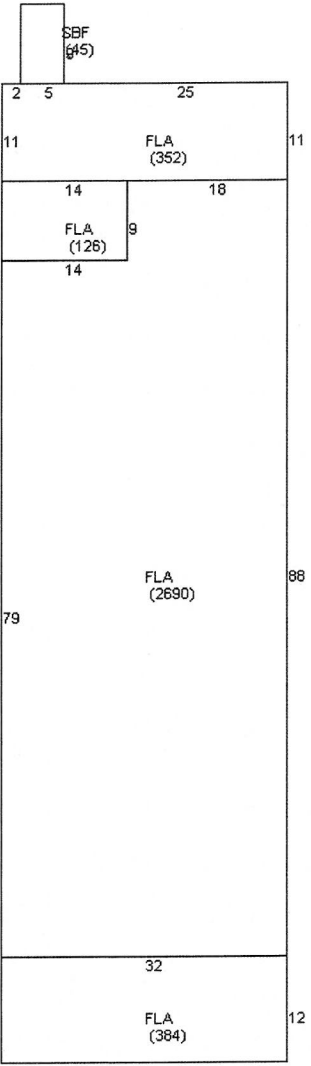
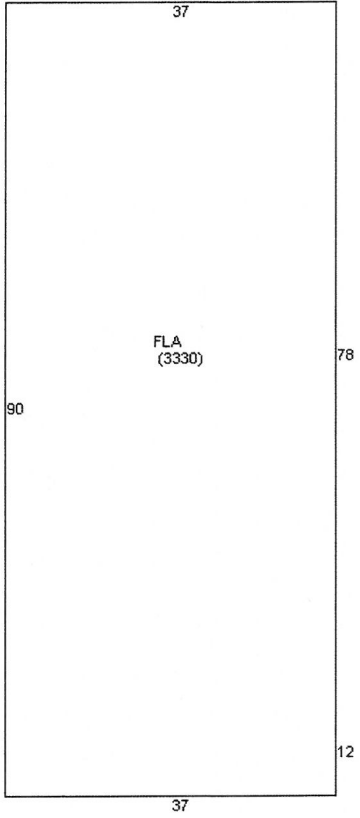
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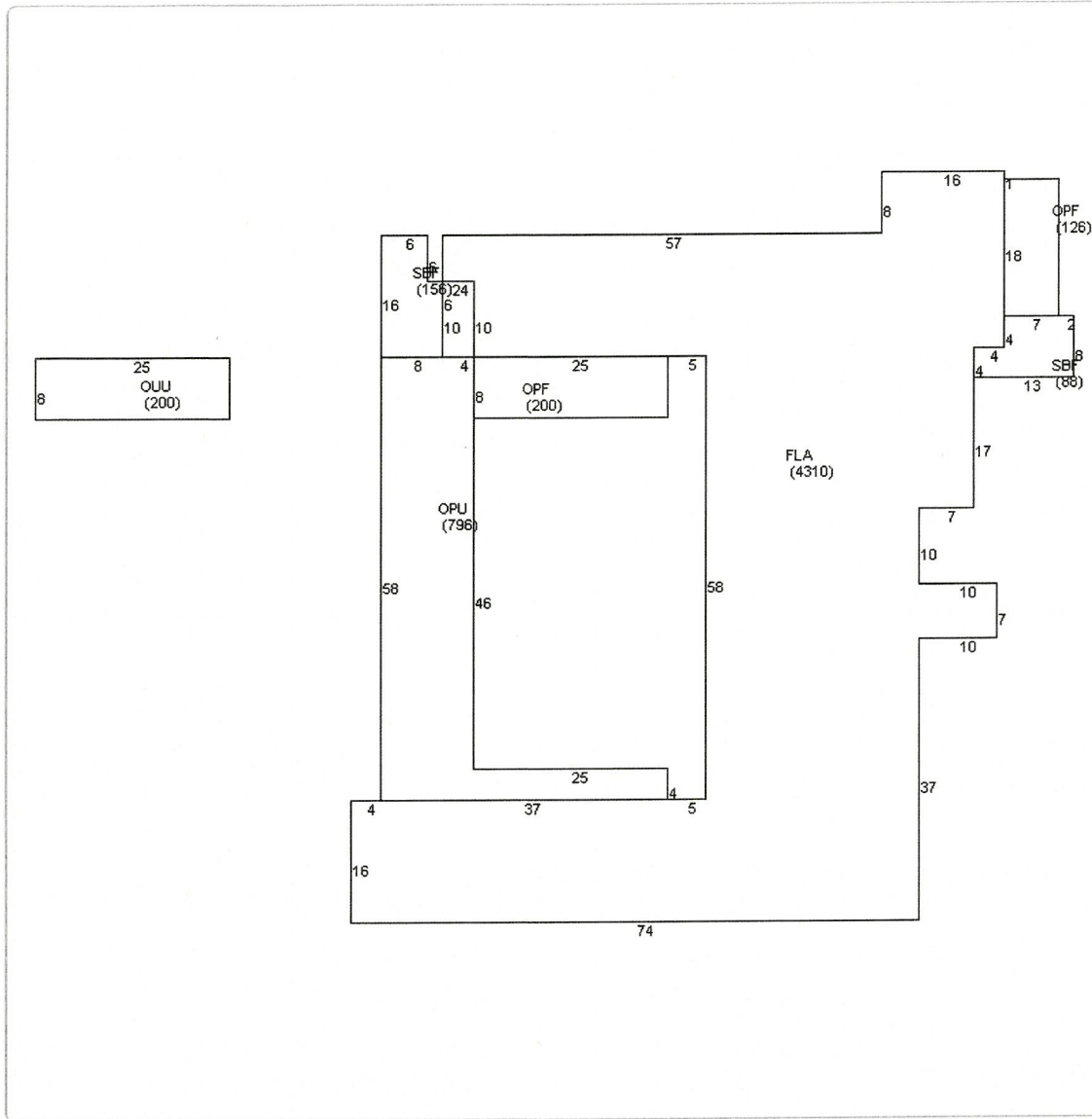


FLA
(6125)

125

49





Photos



AK 8757859 1 WHITEHEAD STREET 6/1/2012



Map



TRIM Notice

[2025 TRIM Notice \(PDF\)](#)

No data available for the following modules: Sales.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

[User Privacy Policy](#) | [GDPR Privacy Notice](#)

Last Data Upload: 4/7/2026, 2:02:11 AM

[Contact Us](#)

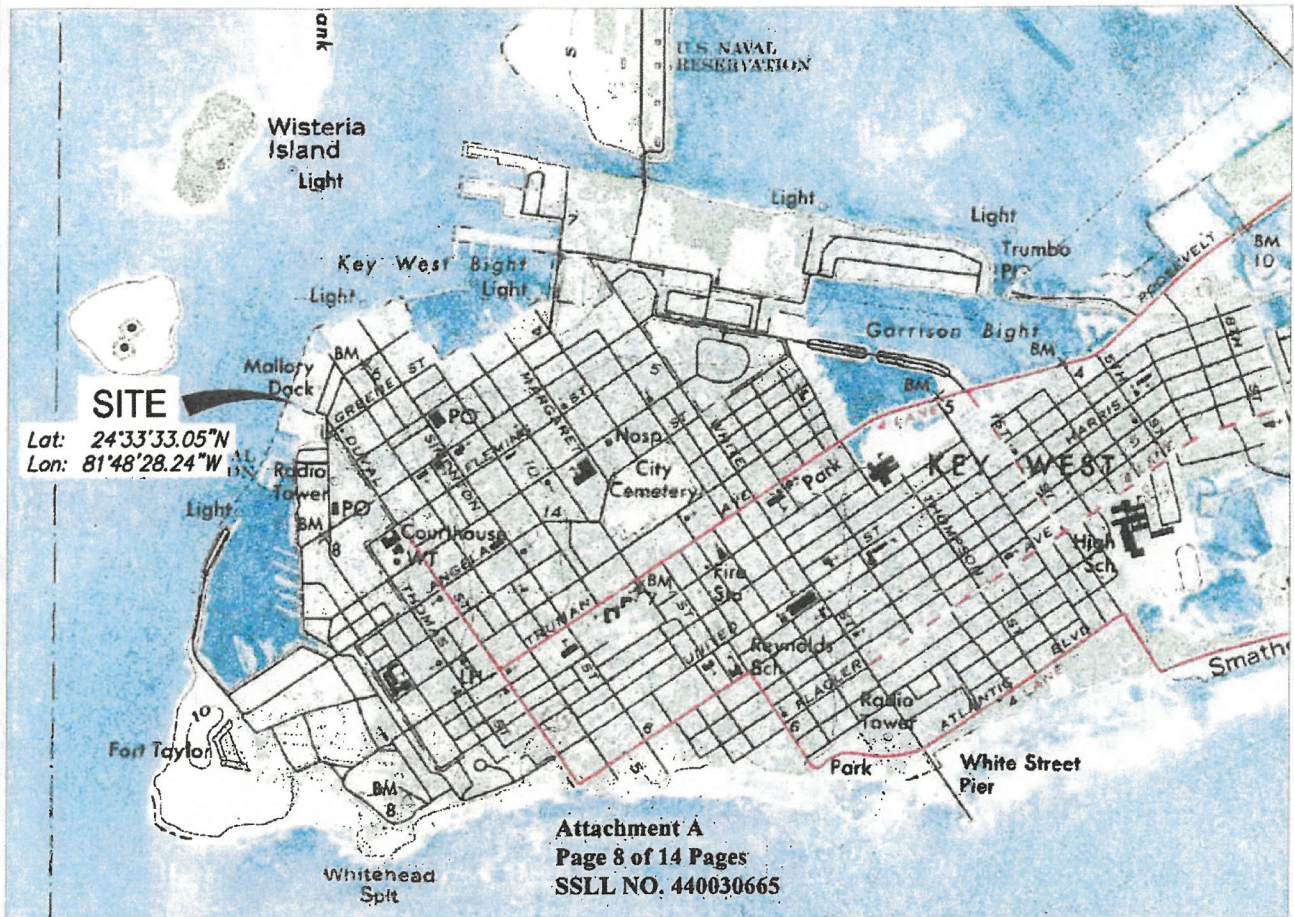
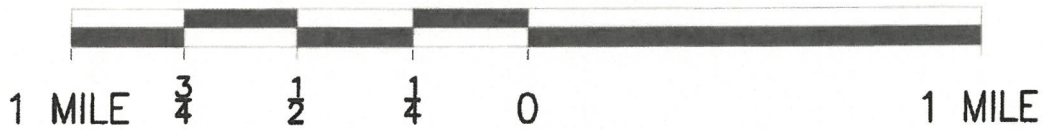
Developed by
 **SCHNEIDER**
GEO SPATIAL

Submerged Land Lease #440030665

Existing Survey/site plan

SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665
 Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST

KEY WEST QUADRANGLE
FLORIDA – MONROE COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)
SCALE 1:48,000



Attachment A
Page 8 of 14 Pages
SSLL NO. 440030665

(GEODETC COORDINATE WAS ESTABLISHED BY A REAL TIME NETWORK GPS SURVEY)

REVISIONS

C6-11-18: Revised Legal
 C7-07-18: Revised Legal



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SURVEYING & MAPPING

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 BOCA RATON, FLORIDA 33432
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JOB #: 10754-1

SCALE: 1" = 20'

DATE: 04/10/18

BY: K.M.C.

CHECKED: K.M.C.

F.B. 1797 PG. 48

SHEET: 1 OF 5

SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST

SURVEYOR'S REPORT:

1. The specific purpose of this survey is to delineate the boundary of the sovereignty submerged land lease area and the riparian rights line, relative to the upland boundary.
2. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
4. During the course of the field survey no shoreline vegetation was observed.
5. The land description shown hereon was prepared by the Surveyor.
6. Riparian Rights Line: Navigable waters are immediately adjacent to the shoreline, therefore the Riparian Rights line was established by the accepted principle of the extension of the common boundary lines.
7. No underground improvement were located.
8. Bearings shown hereon are relative to the previous Sovereignty Submerged Land Lease No. 440030665 based on the south right-of-way line of David Wolkowsky Street (formerly Whitehead Street) having a bearing of N 70°27'37" W.
9. The Grid coordinates shown hereon are based on the North American Datum of 1983, adjustment of 2011 (NAD 83/2011) Epoch 2010.00, of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone established by a Real-time Network (RTN) GPS Control Survey which is certified to a 2 centimeter local accuracy,
 - a. Method: Wide Area Continuously Operating GPS Reference Station Network
 - b. Equipment Used: Trimble R8 GNSS, Serial Number 4347129118 (Dual Frequency Receiver)
 - c. Processing Software: Trimble Business Center, Version 3.70
10. Elevations shown hereon are in decimals of a foot based on the North American Vertical Datum of 1988 (NAVD 88). To convert elevations from NAVD 88 to NGVD 29, add algebraically the model value of (+) 1.342 feet to the elevation.
11. Benchmark Description: National Geodetic Survey (NGS) Benchmark "872 4580 TIDAL 24" (PID# AA0003), Elevation= 5.049' (NAVD 88), National Geodetic Vertical Datum of 1929 (NGVD 29) Elevation= 6.391'.
12. Address: 1 Whitehead Street, Key West, FL. 33040.
13. (a) The Mean High Water Survey depicted hereon complies with Chapter 177, Part II Florida Statutes.
 (b) Established Mean High Water Elevation is (-) 0.24 feet, NAVD 1988, as located on 02/27/2018.
 (c) The Mean High Water Elevation as shown hereon was established by extending the elevation shown at Tide Station No. 872-4580, which was obtained from the Florida Department of Environmental Protection Web Site, <http://www.flabins.org>.
14. Bathymetry data shown hereon are in tenths of a foot, showing depths below Mean Low Water (MLW). The Mean Low Water (MLW) elevation of (-) 1.52 feet (NAVD 88) is based on the Florida Department of Environmental Protection Tidal Datum relative to Tide Station Number 872-4580.
15. Linear distance along wet face of concrete seawall= 255 feet. Total linear distance of lease area= 451 feet.
16. This map is intended to be displayed at a scale of 1:240 (1"=20') or smaller.
17. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbol have been plotted at the center of the field location and may not represent the actual shape and size of the feature.
18. Units of measurement are in U.S. Survey Feet and decimal parts thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.05'. The elevations on impervious surfaces were field measured to 0.04' and on ground surfaces to 0.1'.
19. Abbreviation Legend: Ac.= Acre; B.M.= Benchmark; CONC= Concrete; EL.= Elevation; MHW= Mean High Water Line; NAVD 88= North American Vertical Datum of 1988; No.= Number; R/W= Right-of-Way; sq. ft.= Square Feet; ST.= Street; TYP= Typical.

Attachment A
 Page 9 of 14 Pages
 SSSL NO. 440030665

REVISIONS

06-11-18: Revised Legal
 07-07-18: Revised Legal



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JOB #: **10754-1**

SCALE: 1" = 20'

DATE: 04/10/18

BY: K.M.C.

CHECKED: K.M.C.

F.B. 1797 PG. 48

SHEET: **2 OF 5**

**SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665**

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
CITY OF KEY WEST

TIDAL BENCHMARKS ESTABLISHED

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD 83)
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

TIDAL STATION	NORTHING (Y)	EASTING (X)	ELEVATION NAVD 88	DESCRIPTION
"B.M.-1"	82925.37	387615.30	6.648	SET NAIL & TRAVERSE DISK IN PAVERS
"B.M.-2"	83000.28	387623.86	4.148	SET NAIL & TRAVERSE DISK IN PAVERS

LEGAL DESCRIPTION:

A parcel of submerged land within the Key West Harbor being coincident with a portion of Lot 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida (an unrecorded plan), described as:

COMMENCING at the intersection of the westerly right-of-way line of Wall Street with the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street); thence N 70°27'37" W along the northwesterly extension of the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street), being the south boundary of the uplands, a distance of 183.84 feet to the Point of Beginning; thence continue N 70°27'37" W along the northwesterly extension of the south boundary of the uplands, 114.03 feet; thence N 16°57'37" E, 50.05 feet; thence N 70°27'37" W, a distance of 30.26 feet; thence N 18°57'13" E, a distance of 9.33 feet; thence meander along the Mean High Water Line, at the wet face of the centerline of a proposed sheet pile for the following four (4) courses: thence S 71°42'13" E, a distance of 30.93 feet; thence S 70°07'28" E, a distance of 56.00 feet; thence S 23°04'55" W, a distance of 9.06 feet; thence S 70°14'39" E, a distance of 80.63 feet; thence meander along the Mean High Water Line, along the wet face of an existing seawall for the following three (3) courses: thence S 19°50'18" W, a distance of 41.70 feet; thence N 70°27'06" W, a distance of 20.13 feet; thence S 19°32'54" W, a distance of 8.62 feet to the Point of Beginning.

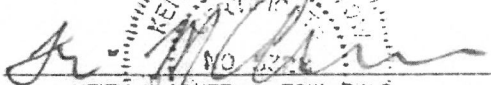
Said lands lying and being within Key West Harbor, City of Key West, Monroe County, Florida containing 7,480 square feet (0.17 acres) more or less.


SURVEYOR'S CERTIFICATION:

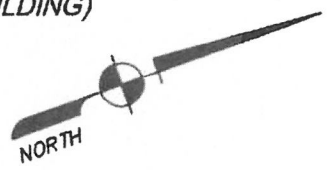
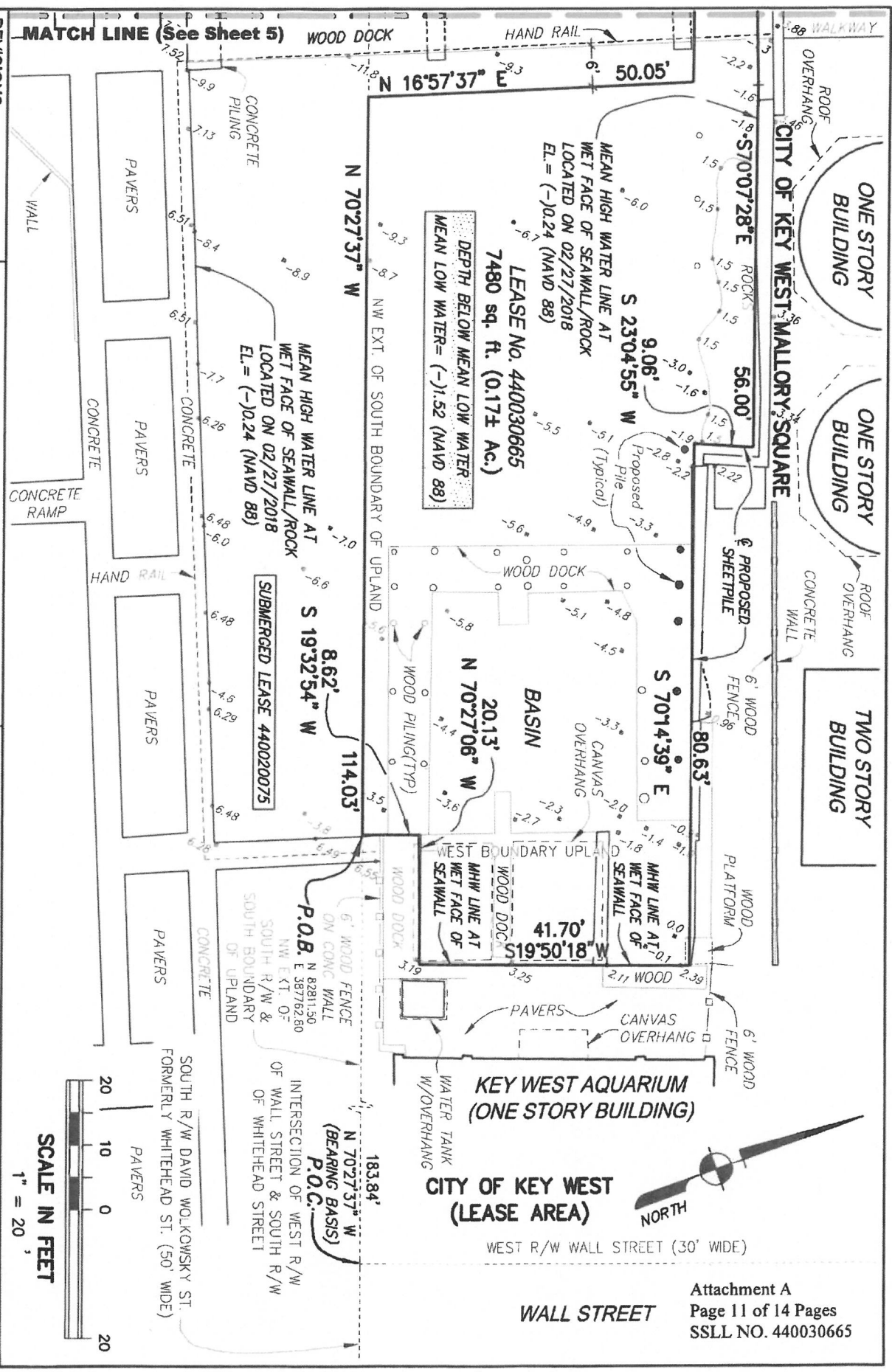
I HEREBY CERTIFY to the Board of Trustees of the Internal Improvement Fund (TIIF) and the City of Key West that the attached Specific Purpose and Mean High Water Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Specific Purpose and Mean High Water Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, it complies with Chapter 177, Part II Florida Statutes.

Date: July 07, 2018

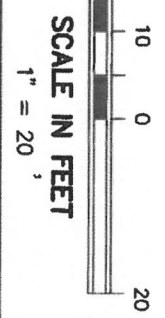
Attachment A
Page 10 of 14 Pages
SSLL NO. 440030665


 KEITH M. CHEE - A - TOW, P.L.S.
 Florida Registration No. 5328
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

REVISIONS	 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com</p> <p><small>© 2018 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p>	JOB #: 10754-1
06-11-18: Revised Legal		SCALE: N/A
07-07-18: Revised Legal	DATE: 04/10/18	
	BY: K.M.C.	
	CHECKED: K.M.C.	
	F.B. 1797 PG. 48	
	SHEET: 3 OF 5	



Attachment A
 Page 11 of 14 Pages
 SSSL NO. 440030665



REVISIONS

06-11-18:	Revised	Legal
07-07-18:	Revised	Legal



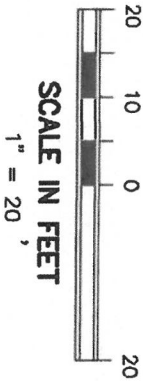
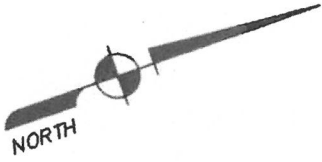
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SUBMERGED LAND LEASE No. 440030665
 MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
 William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST
 MONROE COUNTY, FLORIDA

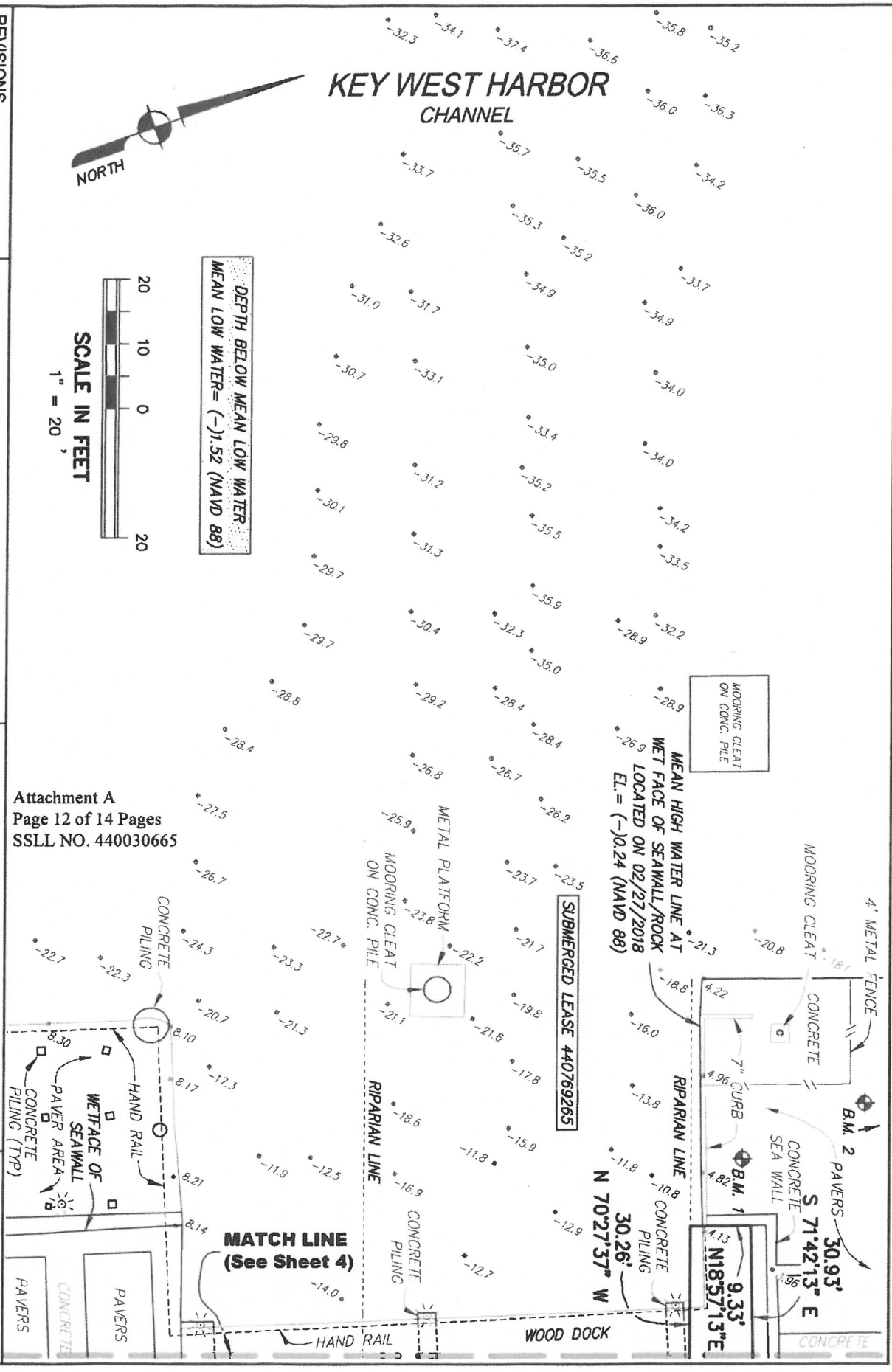
SPECIFIC PURPOSE SURVEY

JOB #:	10754-1
SCALE:	1" = 20'
DATE:	04/10/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B.:	1797 PG. 48
SHEET:	4 OF 5

KEY WEST HARBOR CHANNEL



DEPTH BELOW MEAN LOW WATER
MEAN LOW WATER = (-)1.52 (NAVD 88)



Attachment A
Page 12 of 14 Pages
SSLL NO. 440030665

MATCH LINE
(See Sheet 4)

REVISIONS

06-11-18: Revised Legal
07-07-18: Revised Legal



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SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE NO. 440030665

MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE

William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
CITY OF KEY WEST

MONROE COUNTY, FLORIDA.

JOB #: 10754-1

SCALE: 1" = 20'

DATE: 04/10/2018

BY: K.M.C.

CHECKED: K.M.C.

F.B. 1797 PG. 48

SHEET: 5 OF 5

Minor Modification Application An Extension
of Cultural & Civic Activities Use at the
Aquarium site plan

MINOR MODIFICATION APPLICATION

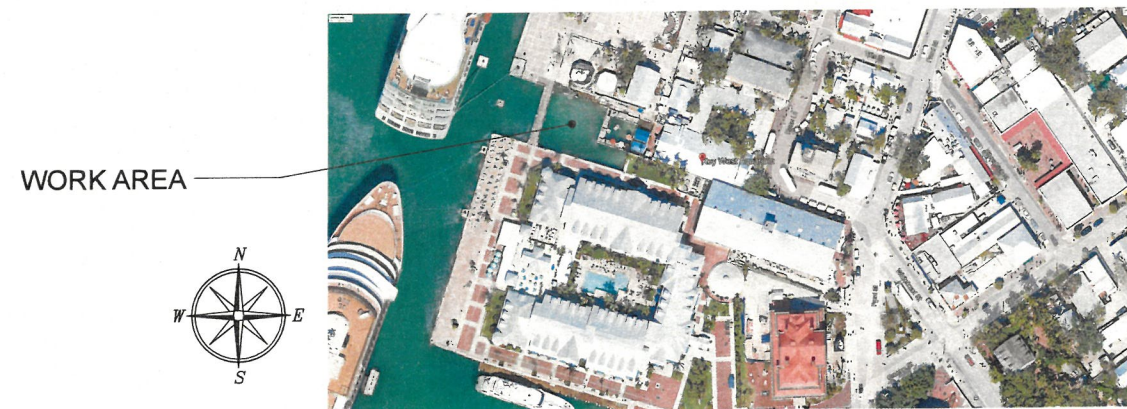
An Extension Of Cultural & Civic Activities Use At The Aquarium

FOR
CITY OF KEY WEST,
MONROE COUNTY, FL.

APRIL, 2026

INDEX OF DRAWINGS

DWG NO.	SHEET NO.	TITLE
C-1	1	COVER SHEET & INDEX OF DRAWINGS
D-1	2	SITE DATA & AERIAL LOCATION MAP
D-2	3	SURVEY / SUBMERGED LAND LEASE #440030665
D-3	4	SURVEY / SUBMERGED LAND LEASE #440030665
D-4	5	SURVEY / SUBMERGED LAND LEASE DESCRIPTION (440030665)
D-5	6	EXISTING SITE PLAN
D-6	7	PROPOSED MINOR MODIFICATION ADDITION
D-7	8	SURVEY WITH PROPOSED MINOR MODIFICATION AND SUBMERGED LAND LEASE MODIFICATION
D-8	9	SURVEY WITH PROPOSED MINOR MODIFICATION AND SUBMERGED LAND LEASE MODIFICATION
D-9	10	MODIFIED SUBMERGED LAND LEASE DESCRIPTION



LOCATION MAP

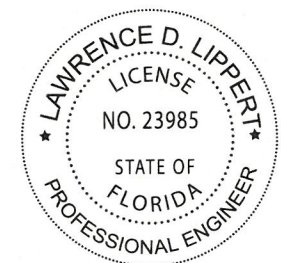
PREPARED BY



WES Industries, Inc.

6389 Tower Lane, • Sarasota Florida 34240
PH. (941) 371-7617

Digitally signed
by Lawrence D
Lippert
Date: 2026.04.09
13:46:55 -04'00'



SITE DATA

OWNER: CITY OF KEY WEST
 RE: 00072082-001900
 ZONING: HPS (HISTORIC)
 FLOOD ZONE: VE 11
 F.I.R.M. - COMMUNITY#12087; MAP & PANEL #1516 SUFFIX K; DATE:02-18-05
 SECTION/TOWNSHIP/RANGE: 06/68/25
 LEGAL DESCRIPTION: (TROPICAL SHELL & GIFTS LEASE) G64-274/275
 SETBACKS: FRONT 20 FT; SIDE STREET 10 FT; SIDE 5 FT; REAR 20 FT
 LOT AREA: 12,685.00 SF
 MAX HEIGHT: 35 FT
 MIN. OPEN SPACE RATIO: 0.20
 OCCUPANCY: BUSINESS
 CONSTRUCTION: V-B

DESIGN DATA

THE WORK DEPICTED HEREIN WAS DESIGNED TO MEET THE REQUIREMENTS OF THE 2017 FLORIDA RESIDENTIAL BUILDING CODE AND THE LATEST EDITIONS OF THE FLORIDA MODEL ENERGY CODE, FIRE CODE, LIFE SAFETY CODE AND THE NATIONAL ELECTRIC CODE
 THE FOLLOWING LOADINGS WERE USED:
 WIND LOAD: 180 MPH; EXPOSURE D; ASCE 7-10 CODE
 LIVE LOADS: FLOOR 100 PSF
 DEAD LOADS: WALL 20 PSF
 RISK CATEGORY: 2

GENERAL NOTES

1. THESE PLANS ARE FOR THE CONSTRUCTION AT THE LOCATION SO DESIGNATED HEREIN.
2. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, LABOR, EQUIPMENT AND SUPERVISION NECESSARY TO PROVIDE THE WORK COMPLETE AND READY FOR USE.
3. THERE SHALL BE NO DEVIATION FROM THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS BEFORE BID. CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS OF THE WORK SITE AND REPORT ANY DISCREPANCIES, DIFFERENCES OR CONDITIONS THAT ARE UNSATISFACTORY OR UNSAFE.
5. NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY DISCREPANCIES, DIFFERENCES, UNSATISFACTORY OR UNSAFE CONDITIONS. ANY MODIFICATIONS OR CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNER AND ENGINEER OF RECORD SHALL NOT BE ALLOWED. ANY REWORK, RESTORATION OR OTHER IMPACT AS A RESULT OF NOT OBTAINING SUCH PRIOR APPROVAL WILL BE MADE BY THE CONTRACTOR WITHOUT ADDITIONAL COST OR COMPENSATION FROM THE OWNER.
6. THE CONTRACTOR SHALL PROVIDE FOR THE SAFETY, PREVENTION OF INJURY OR OTHER LOSS AT THE JOB TO ALL PERSONS EMPLOYED IN THE WORK, PERSONS VISITING THE WORK AND THE GENERAL PUBLIC. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE PREVENTION OF DAMAGE, DUE TO THE WORK, TO MATERIALS OR EQUIPMENT AND OTHER PROPERTY AT THE SITE OR ADJACENT THERETO.
7. NO RESEARCH AS TO THE PRESENCE OF UNDERGROUND UTILITIES HAS BEEN INCLUDED ON OR PERFORMED FOR THIS PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING SUNSHINE UTILITY LOCATE SERVICE PRIOR TO ANY CONSTRUCTION WITHIN ANY PUBLIC RIGHT-OF-WAY OR OTHER AREAS WHERE UNDERGROUND UTILITIES MAY BE PRESENT (I.E. IN AND AROUND UTILITY EASEMENTS, ETC.)
8. THE GENERAL CONTRACTOR SHALL PROVIDE AN ON-SITE DUMPSTER IN A LOCATION COORDINATED WITH THE OWNER FOR THE DISPOSAL OF REMOVED MATERIAL AND CONSTRUCTION DEBRIS. THE DUMPSTER SHALL BE EMPTIED AT APPROPRIATE INTERVALS TO PREVENT OVERFLOW AND UNSIGHTLY CONDITIONS.
9. THE CONTRACTOR SHALL PERFORM ALL WORK IN STRICT CONFORMANCE WITH THE PLANS, 2017 FLORIDA BUILDING CODE, LOCAL CODES AND ORDINANCES, MANUFACTURER RECOMMENDATIONS AND ACCEPTABLE TRADE PRACTICES. ANY CONFLICT BETWEEN THESE REQUIREMENTS AND THE MOST STRINGENT REQUIREMENTS SHALL GOVERN THE WORK.
10. SHOP DRAWINGS OF ALL PREFABRICATED STRUCTURAL FLOOR AND ROOF SYSTEMS AND MECHANICAL SYSTEMS SHALL BEAR THE SEAL OF A FLORIDA PROFESSIONAL ENGINEER AS REQUIRED BY THE 2017 FLORIDA BUILDING CODE AND SHALL BE SUBMITTED TO THE ENGINEER OF RECORD BY THE CONTRACTOR FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.
11. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. ANY INFORMATION THAT THE CONTRACTOR CANNOT OBTAIN FROM DIMENSIONS, DETAIL OR SCHEDULE SHALL BE OBTAINED FROM THE ENGINEER OF RECORD.
12. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES TO PREVENT ANY CONFLICTS.
13. THE CONTRACTOR SHALL FURNISH ALL SUBCONTRACTORS WITH A COMPLETE SET OF PLANS. ALL CHANGES SHALL BE NOTED ON THE DRAWINGS AND (2) COMPLETE AS-BUILT SETS SHALL BE DELIVERED TO THE OWNER AFTER COMPLETION OF WORK.
14. THESE PLANS, AS DRAWN AND NOTED, COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE FLORIDA MODEL ENERGY CODE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE.
15. PORTABLE RESTROOM FACILITIES TO BE PROVIDED AT THE SITE BY THE CONTRACTOR.

DEMOLITION NOTES

1. PROTECT ALL EXISTING CONSTRUCTION, NOT SCHEDULED FOR REMOVAL, AT ALL TIMES. PROVIDE ADEQUATE SHORING AND/OR BRACING TO PREVENT DAMAGE. PROMPTLY REPAIR DAMAGE CAUSED TO ADJACENT FACILITIES BY DEMOLITION WORK AT NO COST TO THE OWNER.
2. PROVIDE TEMPORARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT INDIVIDUALS FROM INJURY. PROVIDE SHIELDING MEANS TO PREVENT INADVERTENT ENTRY INTO WORK ZONE.
3. CONSTRUCT DUST PROOF PARTITIONS TO SEPARATE WORK AREA WHERE NOISY OR DUSTY OPERATIONS ARE PERFORMED. KEEP WORK AREAS CLEAN TO LIMIT DUST AND DIRT TRACKING TO NON-CONSTRUCTION ZONES.
4. MAINTAIN EXISTING UTILITIES FOR USE BY OWNER AND PROTECT FROM DAMAGE WHEN SERVICE INTERRUPTION IS UNAVOIDABLE. COORDINATE WITH OWNER AND UTILITY COMPANIES. PROVIDE TEMPORARY UTILITY SERVICE AS REQUIRED BY OWNER.

SHORING AND BRACING

1. PROVIDE ADEQUATE SHORING AND BRACING AT ALL LOCATIONS WHERE NEW OPENINGS ARE SHOWN TO BE CUT INTO EXISTING LOAD BEARING WALLS.
2. SHORING SHALL BE PERFORMED BY AN EXPERIENCED SHORING CONTRACTOR.
3. SHORING SHALL BE CONTINUOUS TO THE LOWEST LEVEL AND BE ADEQUATELY DISTRIBUTED TO PREVENT DAMAGE TO EXISTING GRADE SLABS.

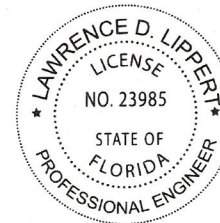
FOUNDATION & CONCRETE NOTES

1. ALL FOOTINGS ARE TO BE PLACED ON FIRM, UNDISTURBED, NATURAL ROCK UNLESS OTHERWISE NOTED.
2. AUGER PILE DIAMETERS AND EMBEDMENT INTO ROCK SHALL BE NO LESS THAN 16" DIAMETER NOR LESS THAN 3' INTO ROCK UNLESS OTHERWISE NOTED. CONCRETE SHALL NOT BE MIXED IN PLACE IN A WET AUGER HOLE.
3. CENTER ALL FOOTINGS UNDER WALLS, COLUMNS OR GRID LINES UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL FURNISH FIELD DENSITY TESTS ON COMPACTED FILL UNDER FOOTINGS AND SLABS PRIOR TO PLACING CONCRETE. A MINIMUM OF 3 REPRESENTATIVE TESTS SHALL BE TAKEN FOR EACH FOOTING AND SLAB POUR.
5. ALL CAST-IN-PLACE CONCRETE SHALL BE MADE WITH TYPE I PORTLAND CEMENT, STONE AGGREGATE AND SHALL DEVELOP AT LEAST 4000 PSI COMPRESSIVE STRENGTH IN 28 DAYS, (UNLESS OTHERWISE NOTED).
6. SLABS, TOPPING, FOOTINGS, BEAMS AND WALLS SHALL NOT HAVE JOINTS IN THE HORIZONTAL PLANE. ANY STOP IN CONCRETE WORK MUST BE MADE AT THE CENTER OF SPAN WITH VERTICAL BULKHEADS AND SHEAR KEYS, UNLESS OTHERWISE NOTED. ALL CONSTRUCTION JOINTS SHALL BE AS DETAILED OR OTHERWISE APPROVED BY THE ENGINEER.
7. ALL CONCRETE WORK AND REINFORCING DETAILS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI 318. EXPOSED EDGES OF CONCRETE SHALL HAVE 1/2" CHAMFER. USE STANDARD HOOKS ON DOWELS UNLESS OTHERWISE NOTED.
8. CONCRETE FORMS SHALL BE WETTED IMMEDIATELY PRIOR TO PLACING CONCRETE.
9. MIXING, PLACING AND CURING OF ALL CONCRETE MUST BE IN ACCORDANCE WITH ACI 308R, HOT WEATHER CONCRETING NEW CONCRETE EXPOSED TO DIRECT SUNLIGHT SHALL BE SPRAYED OR MOPPED WITH A CURING COMPOUND TO SEAL IN MOISTURE AFTER THE FINISH HAS SET, OR THE CONCRETE COVERED AND SPRAYED.
10. ALL REINFORCING SHALL BE HIGH STRENGTH DEFORMED BARS CONFORMING TO ASTM A-615, GRADE 60.
11. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185 AND SHALL BE LAPPED ONE FULL MESH AND AT SIDE AND END SPLICES AND WIRED TOGETHER.
12. REINFORCEMENT COVERAGE SHALL BE 2" MINIMUM WHEN FORMS ARE USED AND 3" MINIMUM WHEN POURED AGAINST THE EARTH, UNLESS OTHERWISE NOTED.
13. LAP SPLICES SHALL BE A MINIMUM OF 48 BAR DIAMETERS. MAKE ALL BARS CONTINUOUS AROUND CORNERS.
14. PROVIDE ALL ACCESSORIES NECESSARY TO SECURE REINFORCING IN PROPER POSITION AS INDICATED ON THE DRAWINGS AND IN ACCORDANCE WITH ACI 318. ALL ACCESSORIES TO BE GALVANIZED.
15. ANCHOR BOLTS, NUTS AND WASHERS SHALL BE MINIMUM 1/2" GALVANIZED STEEL AND EMBEDDED MINIMUM 7" INTO CONCRETE AND SPACED MAXIMUM 4' OC.
16. MANUFACTURED STRAPS AND ANCHORS SHALL BE GALVANIZED AND SHALL BE FASTENED PER THE MANUFACTURER RECOMMENDATIONS. IN NO EVENT SHALL A STRUCTURAL MEMBER SUCH AS PIER, SILL, JOIST, PLATE, RAFTER OR TRUSS BE WITHOUT ANCHORAGE DEVICES FOR HURRICANE PROTECTION, UNLESS SPECIFICALLY NOTED AND ADDRESSED BY OTHER MEANS.

WOOD AND FRAMING NOTES

1. EXCEPT WHERE NOTED OTHERWISE, ALL FRAMING LUMBER SHALL BE SOUTHERN PINE, MC 19%, NO. 2 DENSE, AS GRADED BY THE SOUTHERN PINE INSPECTION BUREAU.
2. ALL TIMBER CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION AFTC.
3. ALL WOOD SHALL BE PRESSURE TREATED WITH CHEMICALS TO PROTECT FROM INSECTS AND DECAY. ALLOW TO DRY AFTER TREATMENT. PROVIDE CONNECTORS AND FASTENERS COMPATIBLE WITH PRESSURE TREATED WOOD FRAMING. PROVIDE SEPARATION BARRIER SUCH AS BUILDING PAPER FOR NON-COMPATIBLE COMPONENTS SUCH AS ALUMINUM WINDOW FRAMES.
4. ALL WOOD CONNECTIONS SHALL HAVE SIMPSON STRONG-TIE CO. OR EQUAL CONNECTORS. ALL CONNECTORS SHALL BE INSTALLED WITH MANUFACTURER RECOMMENDED FASTENERS BEFORE LOADING.
5. PROVIDE BLOCKING BETWEEN ALL JOISTS 2 X 6 OR GREATER AT INTERVALS NOT TO EXCEED 8 FEET AND AT ALL SUPPORTS.
6. WHERE WOOD JOISTS/BEAMS ETC. FRAME INTO OTHER MEMBERS INSTALL SIMPSON "LUS" SERIES GALVANIZED JOIST HANGERS.

Digitally signed by Lawrence D Lippert
 Date: 2026.04.09 13:48:23 -04'00'

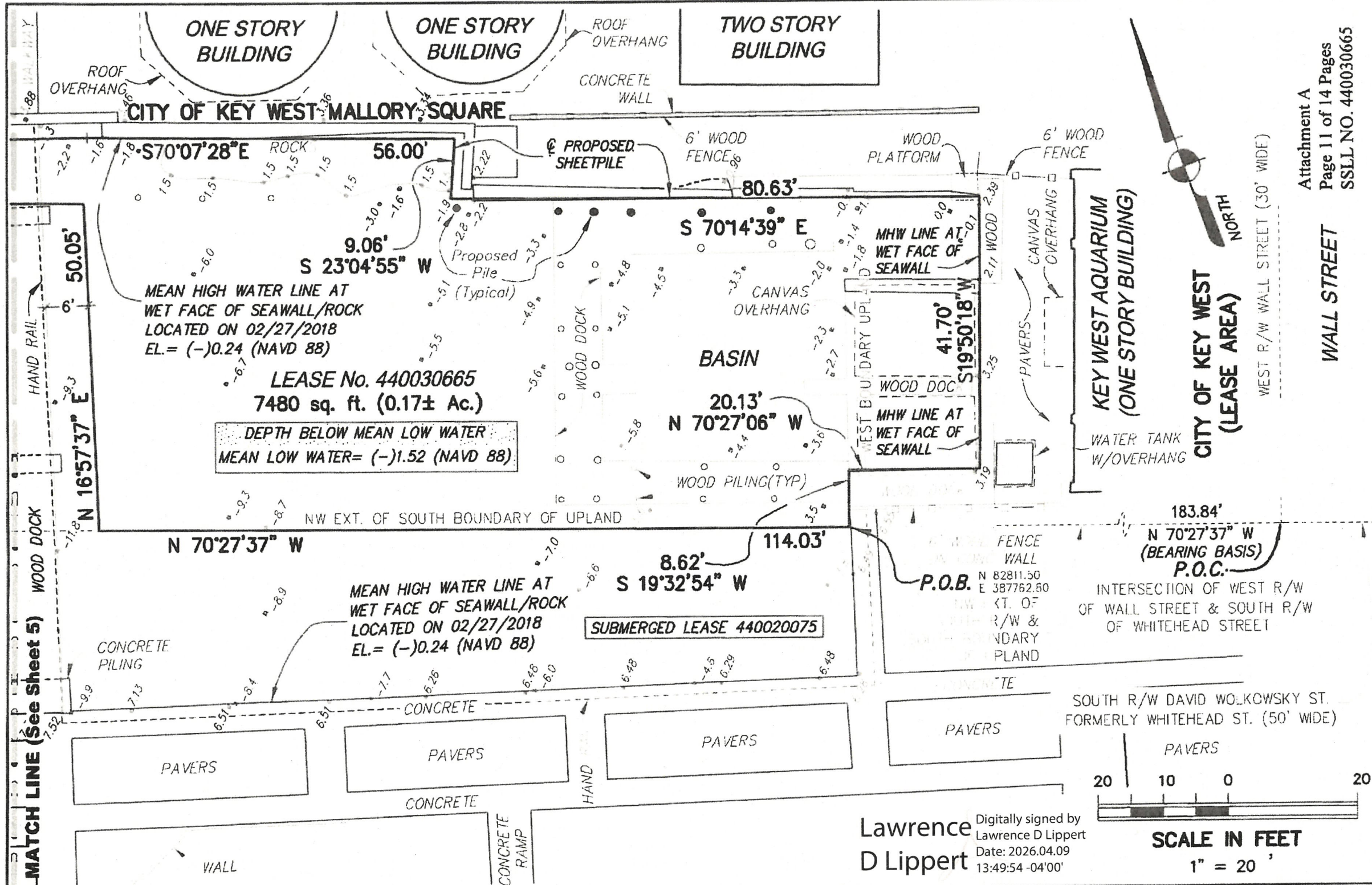


WORK AREA

AERIAL, LOCATION MAP

SCALE: N.T.S.

SCALE	DATE	CHKD.	PROJ. NO.
N.T.S.	MAY, 2024	LL	2287-3
TELEPHONE	DRWN.	DATE	D-1
371-7017	MM		
WES Industries, Inc. 5005 STATE ROAD 9400 SUITE 200 FT. MYERS, FL 33907 PH: (813) 371-7817			
FOR: KEY WEST AQUARIUM CONSTRUCTION DRAWINGS SITE DATA & AERIAL LOCATION MAP CITY OF KEY WEST, MONROE COUNTY, FL			
LAWRENCE D. LIPPERT, P.E. FL. REG. NO. 23985			



REVISIONS
06-11-18: Revised Legal
07-07-18: Revised Legal

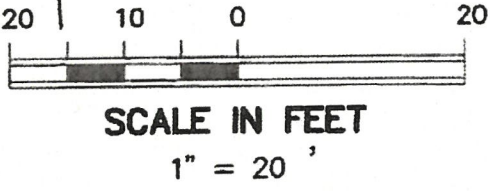


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SURVEYING & MAPPING
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SPECIFIC PURPOSE SURVEY
SUBMERGED LAND LEASE No. 440030665
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
 William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST
 MONROE COUNTY, FLORIDA.

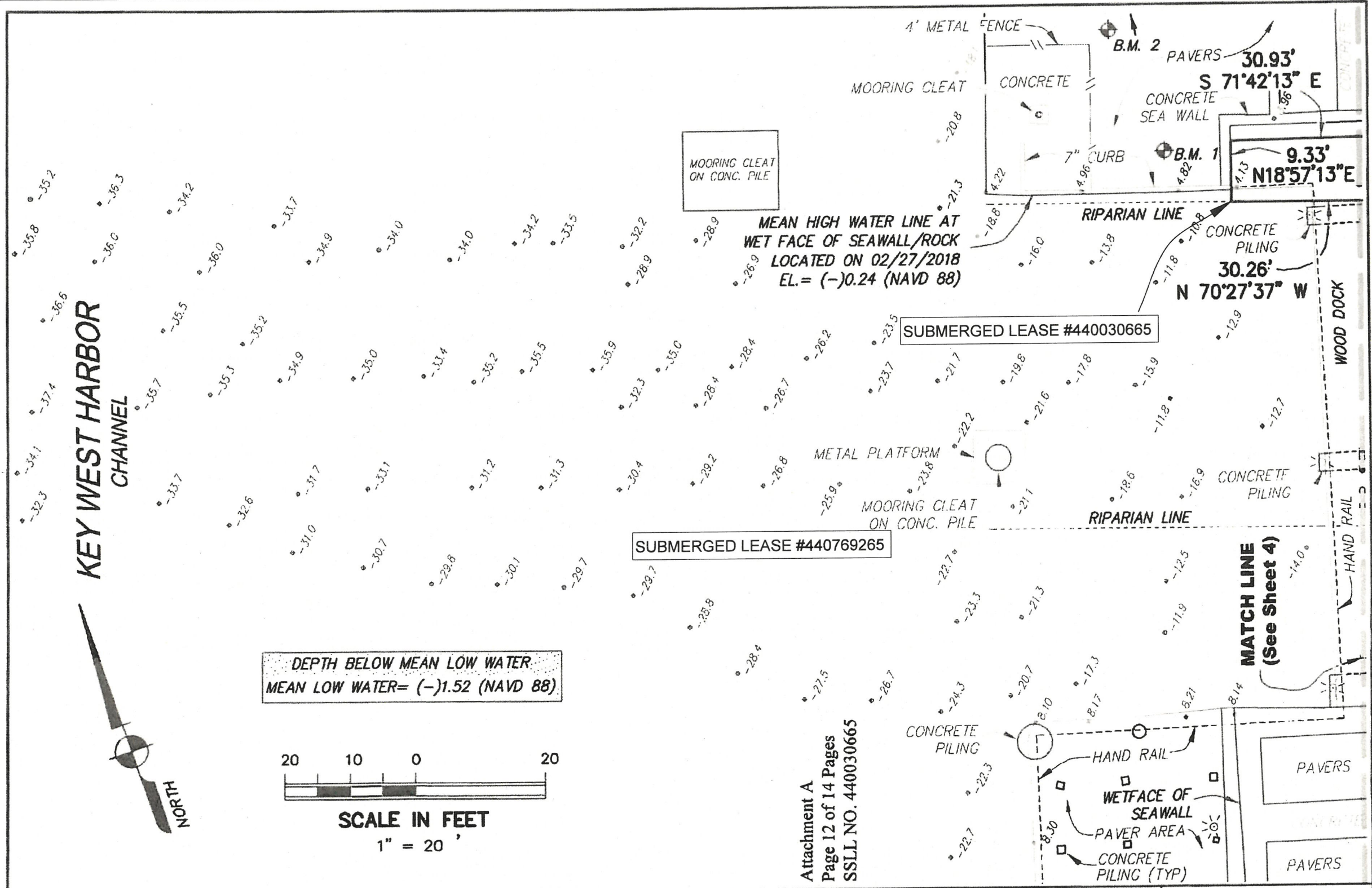
JOB #:	10754-1
SCALE:	1" = 20'
DATE:	04/10/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B.	1797 PG. 48
SHEET:	4 OF 5

Lawrence D Lippert
 Digitally signed by Lawrence D Lippert
 Date: 2026.04.09 13:49:54 -04'00'



Attachment A
 Page 11 of 14 Pages
 SSSL NO. 440030665

SCALE	N.T.S.	DATE	MAY, 2024
TELEPHONE	371-7017	DRWN.	MM
CHCKD.	LL	CHKD.	LL
PROJECT	FOR: KEY WEST AQUARIUM		
PROJECT NO.	SURVEY / SUBMERGED LAND LEASE #440030665		
PROJECT NO.	2287-3		
PROJECT NO.	D-2		
PROJECT NO.	CITY OF KEY WEST, MONROE COUNTY, FL		
REVISION	SHEET 3 OF 10		
REVISION	LAWRENCE D. LIPPERT, P.E. FL. REG. NO. 23885		



REVISIONS
06-11-18: Revised Legal
07-07-18: Revised Legal

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SPECIFIC PURPOSE SURVEY
SUBMERGED LAND LEASE No. 440030665
 MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
 William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 CITY OF KEY WEST
 MONROE COUNTY, FLORIDA.

JOB #:	10754-1
SCALE:	1" = 20'
DATE:	04/10/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B.:	1797 PG. 48
SHEET:	5 OF 5

FOR: KEY WEST AQUARIUM

PROJ. NO.
2287-3
D-3

SHEET 4 OF 10 REVISION

SCALE: N.T.S.
DATE: MAY, 2024
DRAWN: L.L.
CHECKED: L.L.
TELEPHONE: 371-7617
FAX: (407) 371-7617

AVIROM & ASSOCIATES, Inc.
6500 Towne Lake Road
Boca Raton, Florida 33490
PH: (407) 371-7617

LAWRENCE D. LIPPERT, P.E.
FL. REG. NO. 23885

**SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665**

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
CITY OF KEY WEST

TIDAL BENCHMARKS ESTABLISHED

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD 83)
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

TIDAL STATION	NORTHING (Y)	EASTING (X)	ELEVATION NAVD 88	DESCRIPTION
"B.M.-1"	82925.37	387615.30	6.648	SET NAIL & TRAVERSE DISK IN PAVERS
"B.M.-2"	83000.28	387623.86	4.148	SET NAIL & TRAVERSE DISK IN PAVERS

LEGAL DESCRIPTION:

A parcel of submerged land within the Key West Harbor being coincident with a portion of Lot 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida (an unrecorded plan), described as:

COMMENCING at the intersection of the westerly right-of-way line of Wall Street with the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street); thence N 70°27'37" W along the northwesterly extension of the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street), being the south boundary of the uplands, a distance of 183.84 feet to the Point of Beginning; thence continue N 70°27'37" W along the northwesterly extension of the south boundary of the uplands, 114.03 feet; thence N 16°57'37" E, 50.05 feet; thence N 70°27'37" W, a distance of 30.26 feet; thence N 18°57'13" E, a distance of 9.33 feet; thence meander along the Mean High Water Line, at the wet face of the centerline of a proposed sheet pile for the following four (4) courses: thence S 71°42'13" E, a distance of 30.93 feet; thence S 70°07'28" E, a distance of 56.00 feet; thence S 23°04'55" W, a distance of 9.06 feet; thence S 70°14'39" E, a distance of 80.63 feet; thence meander along the Mean High Water Line, along the wet face of an existing seawall for the following three (3) courses: thence S 19°50'18" W, a distance of 41.70 feet; thence N 70°27'06" W, a distance of 20.13 feet; thence S 19°32'54" W, a distance of 8.62 feet to the Point of Beginning.


Said lands lying and being within Key West Harbor, City of Key West, Monroe County, Florida containing 7,480 square feet (0.17 acres) more or less.


SURVEYOR'S CERTIFICATION:


I HEREBY CERTIFY to the Board of Trustees of the Internal Improvement Fund (TIF) and the City of Key West that the attached Specific Purpose and Mean High Water Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Specific Purpose and Mean High Water Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, it complies with Chapter 177, Part II Florida Statutes.

Date: July 07, 2018

Attachment A
Page 10 of 14 Pages
SSLL NO. 440030665


KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

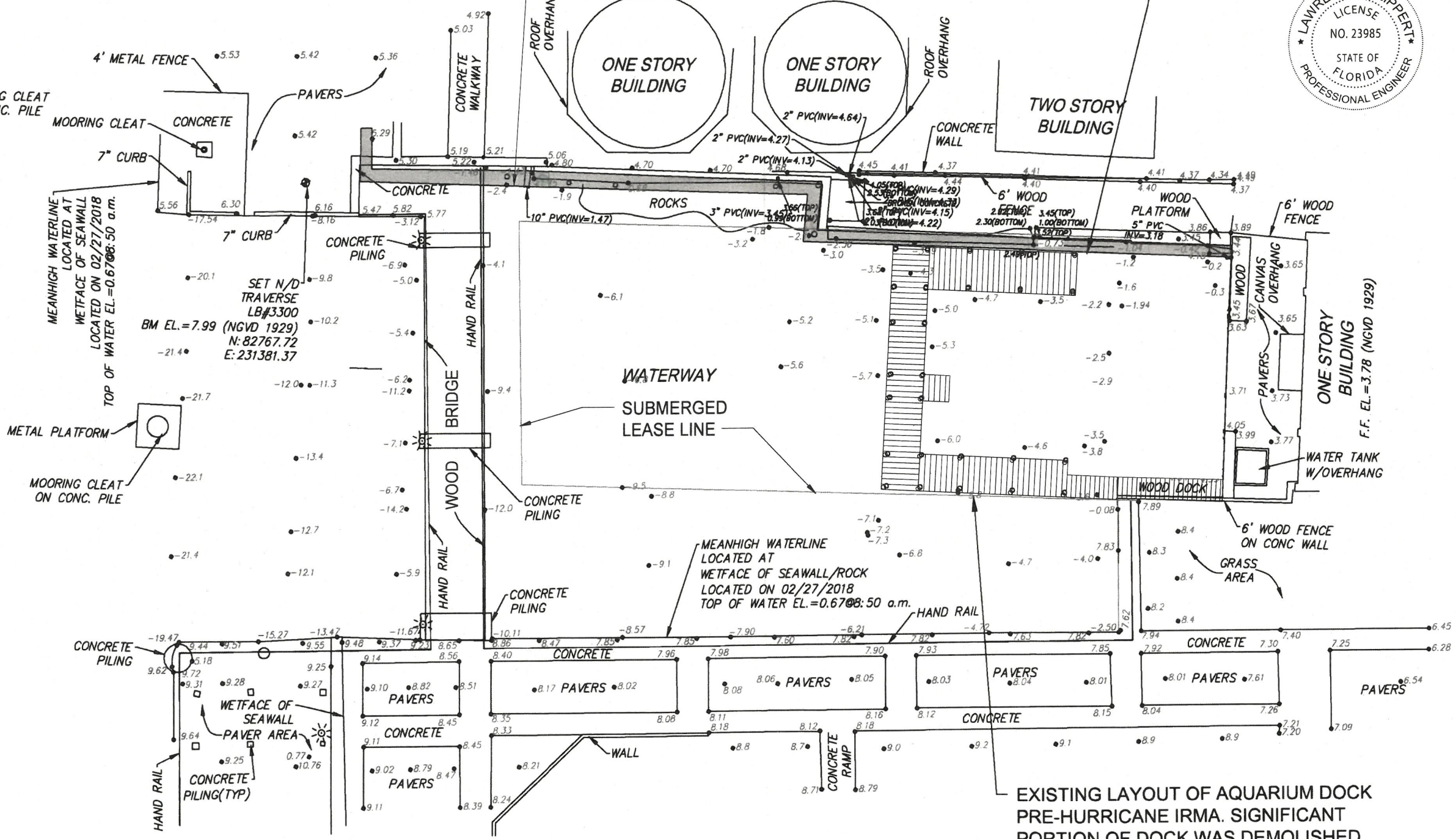
REVISIONS	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com © 2018 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	JOB #: 10754-1 SCALE: N/A DATE: 04/10/18 BY: K.M.C. CHECKED: K.M.C. F.B. 1797 PG. 48 SHEET: 3 OF 5
05-11-18: Revised Legal		
07-07-18: Revised Legal		

SCALE N.T.S.	DATE MAY 2024	DRWN MM	CHKD LL	LAWRENCE D. LUPPERT, P.E. FL. REG. NO. 23895
TELEPHONE 371-7617	 WES Industries, Inc. 6899 Tower Lane Suite 100 Ft. Myers, FL 33907 PH: (813) 371-7617			
LITR	DATE	REVISION		
FOR KEY WEST AQUARIUM SURVEY / SUBMERGED LAND LEASE DESCRIPTION (440030665) CITY OF KEY WEST, MONROE COUNTY, FL.				
PROJ. NO. 2287-3 D-4				
SHEET 5 OF 10 REVISION				

KEY WEST HARBOR

MHWL LOCATED AT WETFACE OF SEAWALL/ROCK LOCATED ON 02/27/2018 TOP OF WATER EL. = 0.67 @ 8:50 a.m.

NEW SHEET PILE WALL PERMITTED BY OTHERS

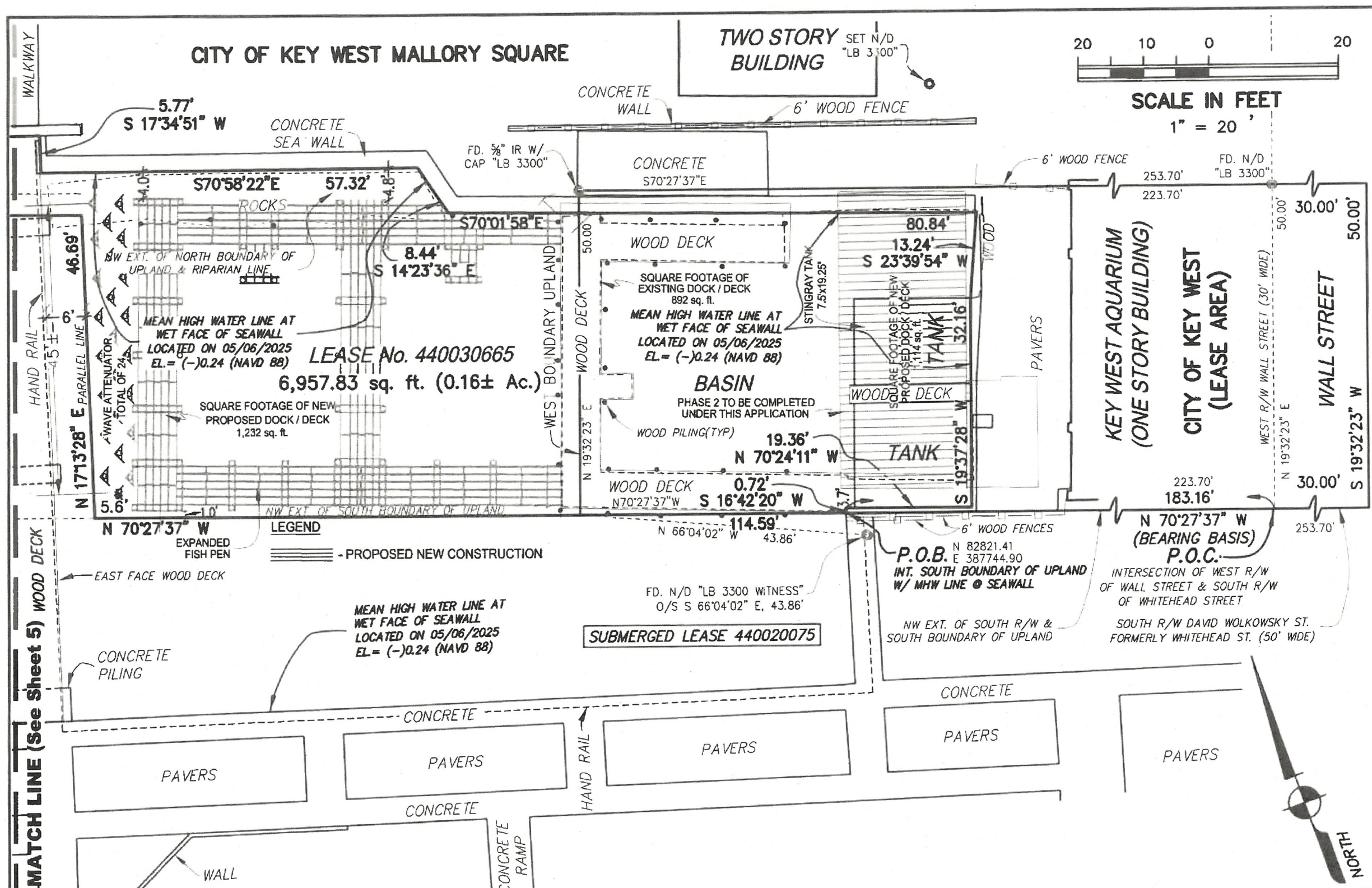


EXISTING SITE PLAN

SCALE: N.T.S.

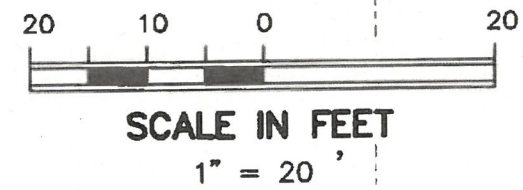
EXISTING LAYOUT OF AQUARIUM DOCK PRE-HURRICANE IRMA. SIGNIFICANT PORTION OF DOCK WAS DEMOLISHED DURING STORM. DOCK HAS BEEN PERMITTED TO BE REBUILT IN THE SAME FOOTPRINT BY THE CITY OF KEY WEST

DATE	MAY, 2024	CHKD.	LL	LAWRENCE D. LIPPERT, P.E.
SCALE	N.T.S.	DRWN.	MM	FL. REG. NO. 23985
REVISION		TELEPHONE	371-7617	
LTR.	DATE			
FOR: KEY WEST AQUARIUM CONSTRUCTION DRAWINGS EXISTING SITE PLAN CITY OF KEY WEST, MONROE COUNTY, FL.				
PROJ. NO. 2287-3 D-5				
SHEET 6 OF 10 REVISION -				



CITY OF KEY WEST MALLORY SQUARE

TWO STORY BUILDING
SET N/D "LB 3300"



LEASE No. 440030665
6,957.83 sq. ft. (0.16± Ac.)

SUBMERGED LEASE 440020075

REVISIONS
03/05/2026 - ADD PROPOSED



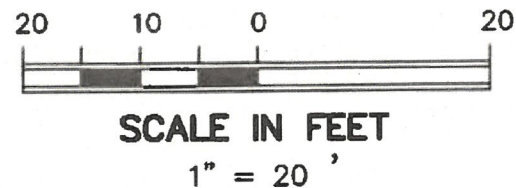
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SPECIFIC PURPOSE SURVEY
SUBMERGED LAND LEASE No. 440030665
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
KEY WEST HARBOR
MONROE COUNTY, FLORIDA.

JOB #:	10754-3
SCALE:	1" = 20'
DATE:	05/06/2025
BY:	K.C.
CHECKED:	K.M.C.
F.B. 2162 PG. 71	
SHEET:	4 OF 5

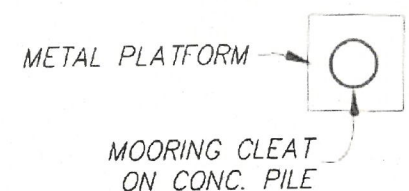
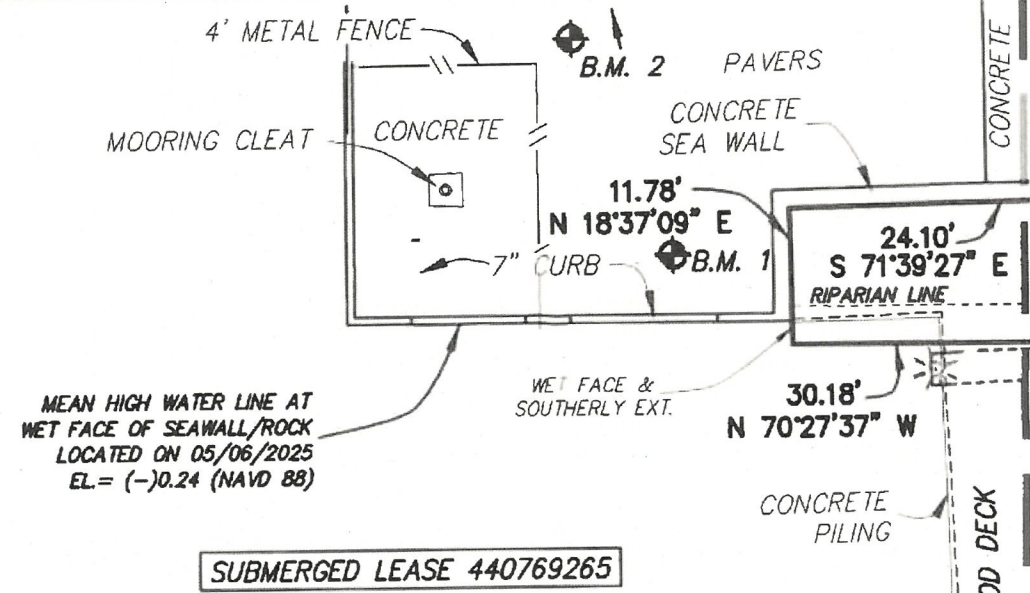
DATE	MAY 2024	DRWN.	CHKD.	LL	LAWRENCE D. LIPPERT, P.E.
SCALE	N.T.S.	TELEPHONE	371-7817	MM	FL REG. NO. 23885
REVISION					
LTR.	DATE	CONSTRUCTION DRAWINGS SURVEY WITH PROPOSED MINOR MODIFICATION AND SUBMERGED LAND LEASE MODIFICATION CITY OF KEY WEST, MONROE COUNTY, FL.			
PROJ. NO.	2287-3				
D-7	D-7				
SHEET 8 OF 10 REVISION					

KEY WEST HARBOR CHANNEL



DEPTH BELOW MEAN LOW WATER
MEAN LOW WATER = (-)1.52 (NAVD 88)

MOORING CLEAT ON CONC. PILE



SUBMERGED LEASE 440769265

MATCH LINE (See Sheet 4)

TIDAL BENCHMARKS ESTABLISHED

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD 83)
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

TIDAL STATION	NORTHING (Y)	EASTING (X)	ELEVATION NAVD 88	DESCRIPTION
"B.M.-1"	82925.37	387615.30	3.926	SET NAIL & TRAVERSE DISK IN PAVERS
"B.M.-2"	83000.28	387623.86	4.148	FD. NAIL & TRAVERSE DISK IN PAVERS

REVISIONS
03/05/2026 - ADD PROPOSED

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SURVEYING & MAPPING
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BOCA RATON, FLORIDA 33432
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SPECIFIC PURPOSE SURVEY
SUBMERGED LAND LEASE No. 440030665
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
KEY WEST HARBOR
MONROE COUNTY, FLORIDA.

JOB #:	10754-3
SCALE:	1" = 20'
DATE:	05/06/2025
BY:	K.C.
CHECKED:	K.M.C.
F.B. 2162 PG.	71
SHEET:	5 OF 5

SCALE	NTS	DATE	MAY 2024	DRWN.	CHKD.	DATE	DATE
TELEPHONE	371-7817	MM	LL	MM	LL	DATE	DATE
AVIROM & ASSOCIATES, INC.	6599 Tower Lane	84840	PH. (941) 371-7817	LAWRENCE D. LIPPERT, P.E. FL REG. NO. 23895			
FOR: KEY WEST AQUARIUM	CONSTRUCTION DRAWINGS	PROPOSED MINOR MODIFICATION ADDITION	CITY OF KEY WEST, MONROE COUNTY, FL.				
PROJ. NO.	2287-3	REVISION					
D-8	REVISION						

**SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665**

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
KEY WEST HARBOR

LEGAL DESCRIPTION:

A parcel of submerged land within Key West Harbor being coincident with a portion of Lot 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida (an unrecorded plan), described as:

COMMENCING at the intersection of the westerly right-of-way line of Wall Street with the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street); thence N 70°27'37" W along the northwesterly extension of the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street), being the south boundary of the uplands, a distance of 183.16 feet to the Point of Beginning having a Grid coordinate of Northing 82821.41 and Easting 387744.90, based on the 2011 Adjustment of the North American Datum of 1983, NAD 83 (2011) Epoch 2010.00 of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone; thence continue N 70°27'37" W along the south boundary of the uplands and its northwesterly extension, a distance of 114.59 feet; thence N 17°13'28" E along a line being 6-feet east of and parallel with the east face of an existing wooden deck, a distance of 46.69 feet; thence N 70°27'37" W, a distance of 30.18 feet; thence N 18°37'09" E along the wet-face of an existing seawall and its southerly extension also being along the Mean High Water line having an elevation of (-) 0.24 foot of the North American Vertical Datum of 1988 (NAVD 88), a distance of 11.78 feet; thence along said Mean High Water line being along an existing retaining seawall for the next nine (9) courses and distances: thence S 71°39'27" E, a distance of 24.10 feet (1); thence S 17°34'51" W, a distance of 5.77 feet (2); thence S 70°58'22" E, a distance of 57.32 feet (3); thence S 14°23'36" E, a distance of 8.44 feet (4); thence S 70°01'58" E, a distance of 80.84 feet (5); thence S 23°39'54" W, a distance of 13.24 feet (6); thence S 19°37'28" W, a distance of 32.16 feet (7); thence N 70°24'11" W, a distance of 19.36 feet (8); thence S 16°42'20" W, a distance of 0.72 feet (9); to the POINT OF BEGINNING.

Said lands lying and being within Key West Harbor in Section 6, Township 68 South, Range 25 East, the City of Key West, Monroe County Florida having an area of 6,957.83 square feet, 0.16 acres, more or less.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY to the Board of Trustees of the Internal Improvement Fund (TIIF) and the City of Key West that the attached Specific Purpose and Tidal Water Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Specific Purpose and Mean High Water Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, it complies with Chapter 177, Part II Florida Statutes.

Keith M. Chee-A-Tow, P.L.S. Digitally signed by Keith M. Chee-A-Tow, P.L.S.
Date: 2026.03.17 14:44:06 -04'00'

Date: 03/17/2026

**FLORIDA DEP
BSM APPROVED**
BY *Charles A. Botta*
DATE 04/01/2026

KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
E-mail: Keith@AviromSurvey.com

REVISIONS
03/05/2026 - ADD PROPOSED IMPROVEMENTS



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JOB #:	10754-3
SCALE:	N/A
DATE:	05/06/2025
BY:	K.C.
CHECKED:	K.M.C.
F.B.	2162 PG. 71
SHEET:	3 OF 5

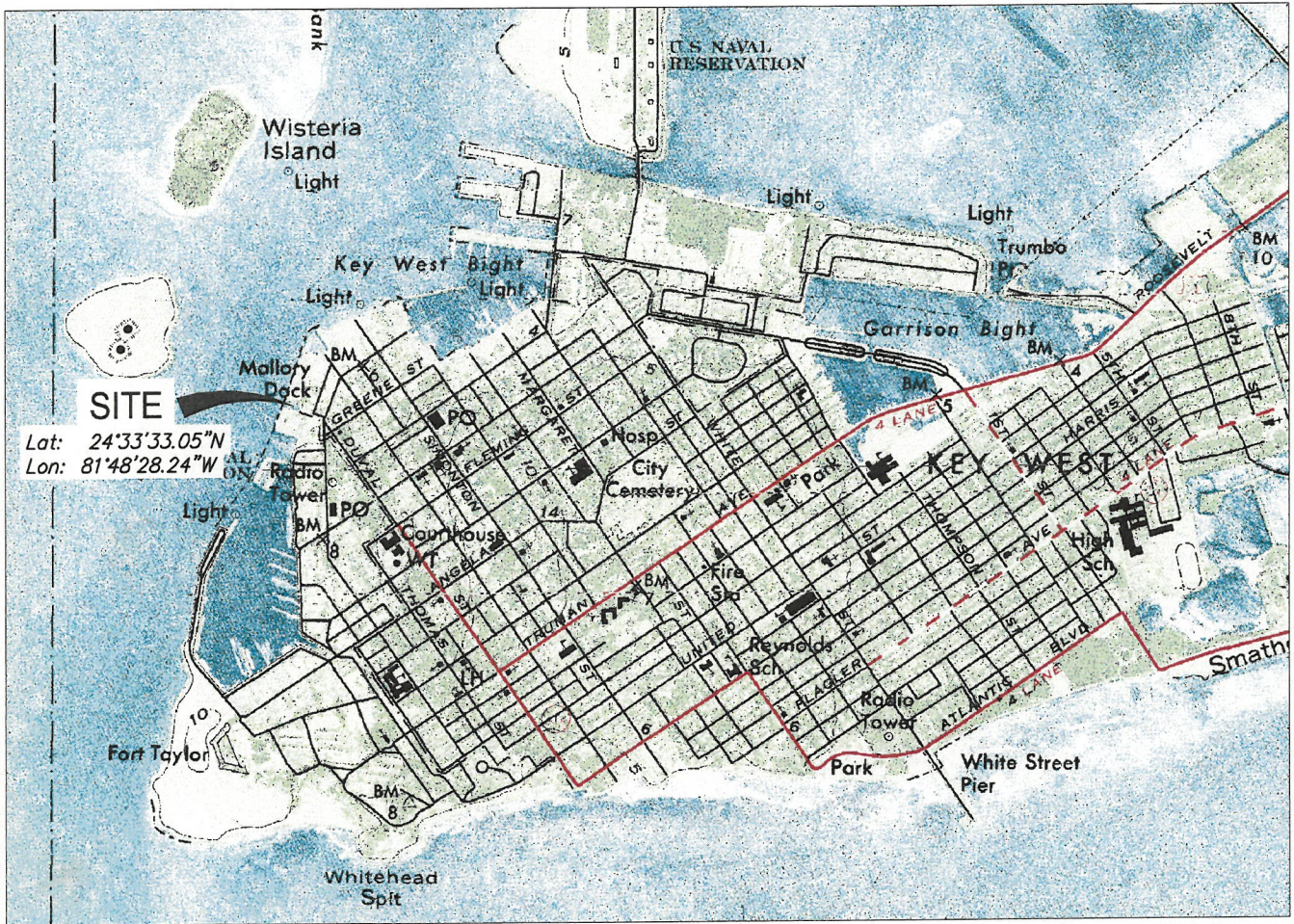
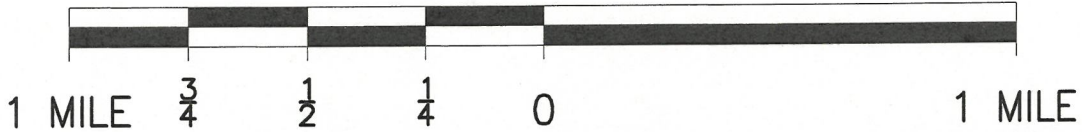
SCALE	N.T.S.	TELEPHONE	371-7817
DATE	MAY, 2024	DRWN	MM
CHKD.	LL	L.L.	LL
6309 Tower Lane Boca Raton, FL 33432 Tel. (561) 392-2594			
LAWRENCE D. LIPPERT, P.E. FL. REG. NO. 23885			
LTR	DATE	REVISION	
FOR: KEY WEST AQUARIUM MODIFIED SUBMERGED LAND LEASE DESCRIPTION CITY OF KEY WEST, MONROE COUNTY, FL			
PROJ. NO.	2287-3		
	D-9		
SHEET 10 OF 10	REVISION	-	

Submerged Land Lease #440030665

Proposed Survey/site plan

SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665
 Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 KEY WEST HARBOR

KEY WEST QUADRANGLE
 FLORIDA – MONROE COUNTY
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 SCALE 1:48,000



(GEODETIC COORDINATE WAS ESTABLISHED BY A REAL TIME NETWORK GPS SURVEY)

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
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JOB #:	10754-3
SCALE:	1" = 20'
DATE:	05/06/2025
BY:	K.C.
CHECKED:	K.M.C.
F.B.	2162 PG. 71
SHEET:	1 OF 5

SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 KEY WEST HARBOR

SURVEYOR'S REPORT:

1. The specific purpose of this survey is to delineate the boundary of the sovereignty submerged land lease area and the riparian rights line, relative to the upland boundary.
2. Reproductions of this Sketch are not valid without the original signature and seal of a Florida licensed surveyor and mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
3. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
4. During the course of the field survey no shoreline vegetation was observed.
5. The land description shown hereon was prepared by the Surveyor.
6. Riparian Rights Line: Navigable waters are immediately adjacent to the shoreline, therefore the Riparian Rights line was established by the principle of the extension of the side boundary lines.
7. No underground improvement were located.
8. Bearings shown hereon are relative to the previous Sovereignty Submerged Land Lease No. 440030665 based on the south right-of-way line of David Wolkowsky Street (formerly Whitehead Street) having a bearing of N 70°27'37" W.
9. The Grid coordinates shown hereon are based on the North American Datum of 1983, adjustment of 2011 (NAD 83/2011) Epoch 2010.00, of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone established by a Real-time Network (RTN) GPS Control Survey which is certified to a 2 centimeter local accuracy.
 - a. Method: Wide Area Continuously Operating GPS Reference Station Network
 - b. Equipment Used: Leica: GS18, Serial No: 3602052
 - c. Base Station: Florida Permanent Reference Network (FPRN) "Key West" (FLKW), National Geodetic Survey (NGS) Point Identifier (PID) DQ9778.
 Redundant measurements were taken after two hours had elapsed to re-observe the control stations utilizing a different constellation and to ensure that a differential (Δ) of ≤ 2 -centimeter was achieved.
10. Elevations shown hereon are in decimals of a foot based on the North American Vertical Datum of 1988 (NAVD 88). To convert elevations from NAVD 88 to NGVD 29, add algebraically the model value of (+) 1.342 feet to the elevation.
11. Benchmark Description: National Geodetic Survey (NGS) Benchmark "872 4580 TIDAL 24" (PID# AA0003), Elevation= 5.049' (NAVD 88), National Geodetic Vertical Datum of 1929 (NGVD 29) Elevation= 6.391'.
12. Address: 1 Whitehead Street, Key West, FL. 33040.
13. (a) The Tidal Water Survey depicted hereon complies with Chapter 177, Part II Florida Statutes.
 (b) Established Mean High Water Elevation is (-) 0.24 feet, NAVD 1988, as located on 05/06/2025.
 (c) The Mean High Water Elevation as shown hereon was established by extending the elevation shown at Tide Station No. 872-4580, which was obtained from the Florida Department of Environmental Protection Web Site, <http://www.labins.org>.
14. Bathymetry data shown hereon are in tenths of a foot, showing depths below Mean Low Water (MLW). The Mean Low Water (MLW) elevation of (-) 1.52 feet (NAVD 88) is based on the Florida Department of Environmental Protection Tidal Datum relative to Tide Station Number 872-4580. The bathymetry data shown hereon was obtained on 02/27/2018.
15. Linear distance along wet face of concrete seawall= 151 feet. Total linear perimeter distance of lease area= 370 feet.
16. This map is intended to be displayed at a scale of 1:240 (1"=20') or smaller.
17. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbol have been plotted at the center of the field location and may not represent the actual shape and size of the feature.
18. Units of measurement are in U.S. Survey Feet and decimal parts thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.05'. The elevations on impervious surfaces were field measured to 0.04' and on ground surfaces to 0.1'.
19. Abbreviation Legend: Ac.= Acre; B.M.= Benchmark; CONC= Concrete; EL.= Elevation; EXT.= Extension; FD.= Found; MHW= Mean High Water Line; NAVD 88= North American Vertical Datum of 1988; No.= Number; R/W= Right-of-Way; sq .ft.= Square Feet; ST.= Street; TYP= Typical; W/= With.
20. The Proposed New Construction shown hereon is compiled from a digital file provided by WES Industries, Inc. and is not based on actual field-work performed by this firm.

REVISIONS

03/05/2026 - ADD PROPOSED IMPROVEMENTS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

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 BOCA RATON, FLORIDA 33432
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JOB #: **10754-3**

SCALE: 1" = 20'

DATE: 05/06/2025

BY: K.C.

CHECKED: K.M.C.

F.B. 2162 PG. 71

SHEET: **2 OF 5**

SPECIFIC PURPOSE SURVEY
MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE No. 440030665

Waterward of Lot 5, Square 3, William A. Whitehead's Map of Key West
 SECTION 6, TOWNSHIP 68 S, RANGE 25 E
 KEY WEST HARBOR

LEGAL DESCRIPTION:

A parcel of submerged land within Key West Harbor being coincident with a portion of Lot 5 of Square 3, William A. Whitehead's Map or Plan of the Island of Key West, Monroe County, Florida (an unrecorded plan), described as:

COMMENCING at the intersection of the westerly right-of-way line of Wall Street with the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street); thence N 70°27'37" W along the northwesterly extension of the southerly right-of-way line of David Wolkowsky Street (formerly Whitehead Street), being the south boundary of the uplands, a distance of 183.16 feet to the Point of Beginning having a Grid coordinate of Northing 82821.41 and Easting 387744.90, based on the 2011 Adjustment of the North American Datum of 1983, NAD 83 (2011) Epoch 2010.00 of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone; thence continue N 70°27'37" W along the south boundary of the uplands and its northwesterly extension, a distance of 114.59 feet; thence N 17°13'28" E along a line being 6-feet east of and parallel with the east face of an existing wooden deck, a distance of 46.69 feet; thence N 70°27'37" W, a distance of 30.18 feet; thence N 18°37'09" E along the wet-face of an existing seawall and its southerly extension also being along the Mean High Water line having an elevation of (-) 0.24 foot of the North American Vertical Datum of 1988 (NAVD 88), a distance of 11.78 feet; thence along said Mean High Water line being along an existing retaining seawall for the next nine (9) courses and distances: thence S 71°39'27" E, a distance of 24.10 feet (1); thence S 17°34'51" W, a distance of 5.77 feet (2); thence S 70°58'22" E, a distance of 57.32 feet (3); thence S 14°23'36" E, a distance of 8.44 feet (4); thence S 70°01'58" E, a distance of 80.84 feet (5); thence S 23°39'54" W, a distance of 13.24 feet (6); thence S 19°37'28" W, a distance of 32.16 feet (7); thence N 70°24'11" W, a distance of 19.36 feet (8); thence S 16°42'20" W, a distance of 0.72 feet (9); to the POINT OF BEGINNING.

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SURVEYOR'S CERTIFICATION:

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Keith M. Chee-A-Tow, P.L.S. Digitally signed by Keith M. Chee-A-Tow, P.L.S.
 Date: 2026.03.17 14:44:06 -04'00'

Date: 03/17/2026

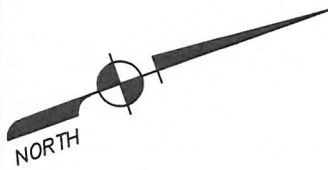
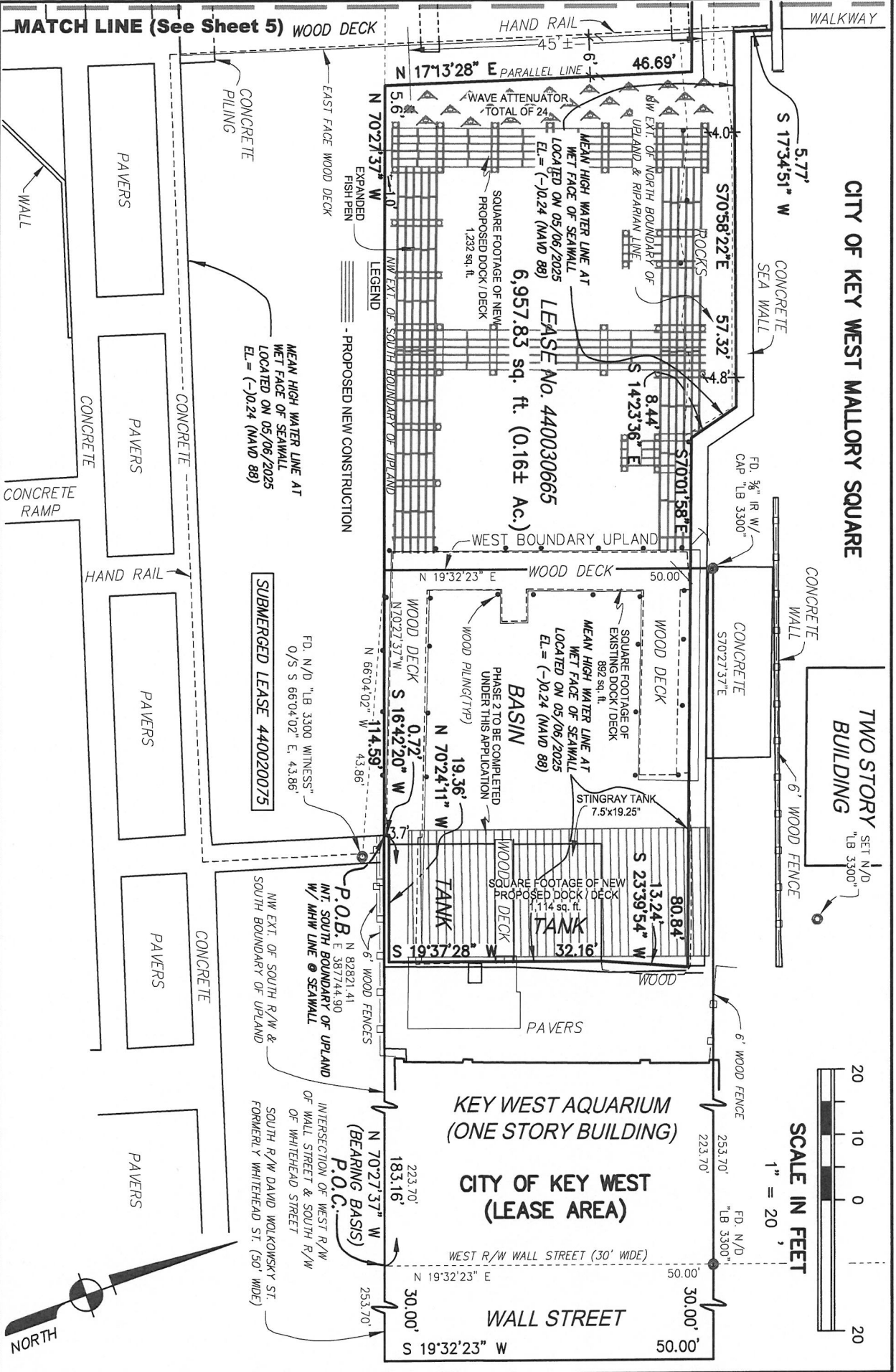
KEITH M. CHEE-A-TOW, P.L.S.
 Florida Registration No. 5328
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300
 E-mail: Keith@AviromSurvey.com

REVISIONS	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING	JOB #: 10754-3
03/05/2026 - ADD PROPOSED IMPROVEMENTS	 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	SCALE: N/A
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		BY: K.C.
		CHECKED: K.M.C.
		F.B. 2162 PG. 71
		SHEET: 3 OF 5

CITY OF KEY WEST MALLORY SQUARE

TWO STORY BUILDING
SET N/D "LB 3300"

SCALE IN FEET
1" = 20'



REVISIONS

03/05/2026 - ADD PROPOSED



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SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE NO. 440030665

MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE
William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
KEY WEST HARBOR
MONROE COUNTY, FLORIDA.

JOB #: **10754-3**

SCALE: 1" = 20'

DATE: 05/06/2025

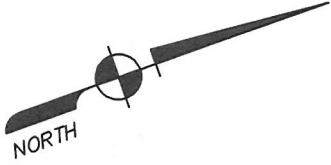
BY: K.C.

CHECKED: K.M.C.

F.B. 2162 PG. 71

SHEET: **4 OF 5**

KEY WEST HARBOR CHANNEL



DEPTH BELOW MEAN LOW WATER
MEAN LOW WATER = (-)1.52 (NAVD 88)

MOORING CLEAT
ON CONC. PILE

TIDAL STATION	NORTHING (Y)	EASTING (X)	ELEVATION NAVD 88	DESCRIPTION
"B.M.-1"	82925.37	387615.30	3.926	SET NAIL & TRAVERSE DISK IN PAVERS
"B.M.-2"	83000.28	387623.86	4.148	FD. NAIL & TRAVERSE DISK IN PAVERS

TIDAL BENCHMARKS ESTABLISHED

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAVD 83)
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

REVISIONS

03/05/2026 - ADD PROPOSED



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SPECIFIC PURPOSE SURVEY

SUBMERGED LAND LEASE No. 440030665

MODIFIED SOVEREIGNTY SUBMERGED LAND LEASE

William A. Whitehead's Map of Key West
SECTION 6, TOWNSHIP 68 S, RANGE 25 E
MONROE COUNTY, FLORIDA.

JOB #: **10754-3**

SCALE: 1" = 20'

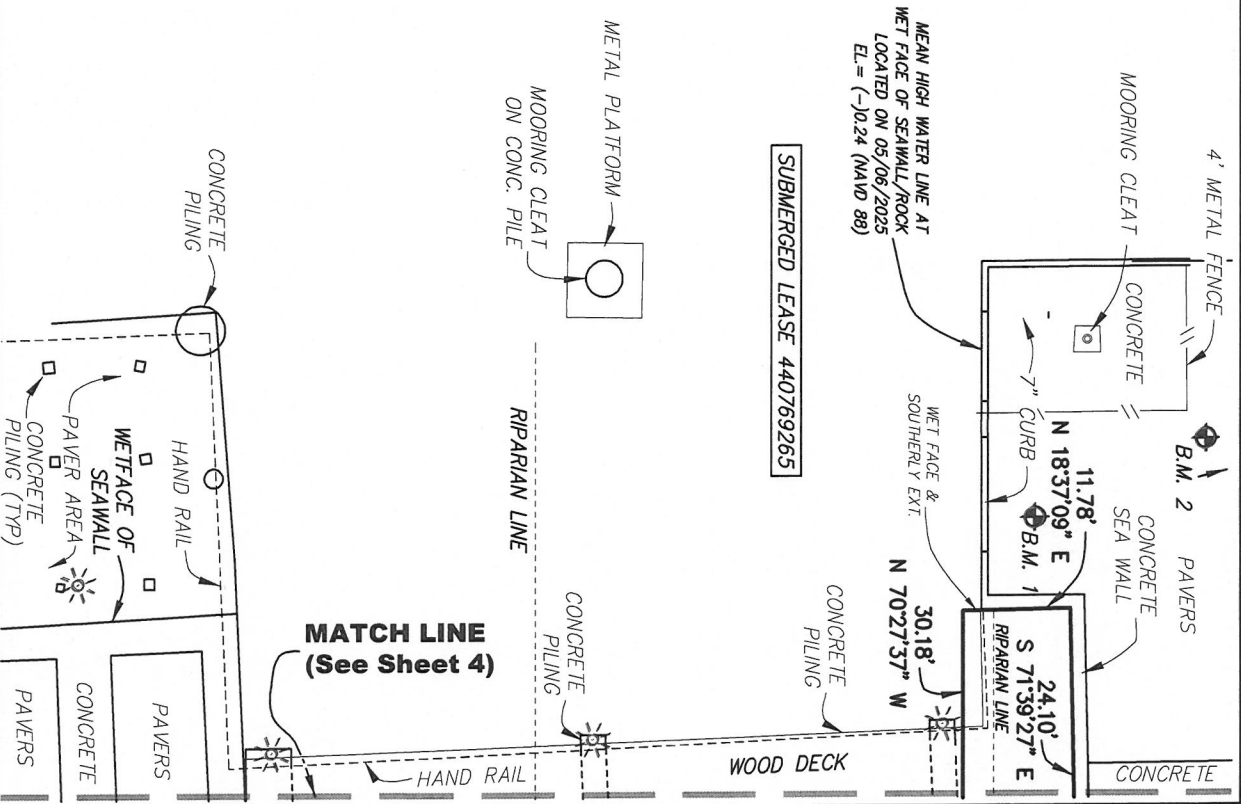
DATE: 05/06/2025

BY: K.C.

CHECKED: K.M.C.

F.B. 2162 PG. 71

SHEET: **5 OF 5**



**Florida Department of Environmental
Protection Permit No: 44-0224891-008-EI**



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District
2796 Overseas Highway, Suite 221
Marathon, FL 33050
305-289-7072

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

12/22/2025

Project Name: KW Aquarium Docks

Permittee/Authorized Entity:

City of Key West
c/o Anthony DeLoach
1300 White Street
Key West, FL 33040
Email: tonyd@wesinc.com

Authorized Agent:

DeLoach Industries, Inc.
c/o Kristopher Eccles
Email: keccles@deloachindustries.com

Environmental Resource Permit - Granted

**State-owned Submerged Lands Authorization –
Granted Pending Document Execution**

U.S. Army Corps of Engineers – Separate Authorization Required

Permit No.: 44-0224891-008-EI
BOT / Easement No's.: 440030665

Permit Issuance Date: December 22, 2025

Permit Construction Phase Expiration Date: December 22, 2030

**Consolidated Environmental Resource Permit and Recommended Intent to Grant
Sovereignty Submerged Lands Authorization**

Permit No.: 44-0224891-008-EI

PROJECT LOCATION

The activities authorized by this Permit and state-owned submerged lands authorization are located within a dredged basin, Class III Waters, adjacent to 1 Whitehead St, Key West (Section 06, Township 68 South, Range 25 East), in Monroe County (Latitude N 24° 33' 32.7898", Longitude W -81° 48' 27.1839").

PROJECT DESCRIPTION

This permit authorizes the construction of a new 1,232 square foot extension to an existing dock for a total of 2,543 square feet of overwater structure and the installation of a 172 square foot wave attenuator system.

The permit authorizes 1,404 square feet of work in other surface waters. Corals located within the footprint of the new access walkway addition shall be relocated prior to construction in accordance with the enclosed 'Coral Relocation Plan'. Therefore, the applicant has demonstrated there will be no adverse impacts to submerged resources. Mitigation is not required.

The attached standard manatee conditions (version 2011) shall be adhered to during all in-water work. Prior to construction commencement, weighted floating turbidity curtains, extending to within one-foot from the submerged bottom shall be utilized around the project area to ensure that any turbidity resulting from construction activities will be contained within the project boundaries. All water bodies, including any adjacent submerged aquatic vegetation outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring.

AUTHORIZATIONS

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S., and Chapter 258, F.S.

As staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a lease modification, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

The final documents required to execute the lease will be sent to the permittee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT & SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**

- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – EXECUTION OF PROPRIETARY DOCUMENTS

(1) The terms, conditions, and provisions of the required lease shall be met. **Construction of this activity shall not commence on sovereign submerged lands, title to which is held by the Board of Trustees of the Internal Improvement Trust Fund, until all required lease agreement documents have been executed to the satisfaction of the Department.**

SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS

(2) The attached plan drawings (sheets 1 through 10); Coral Relocation (31 pages); the Standard Manatee Conditions for In-Water Work, 2011, which can be downloaded at http://myfwc.com/media/415448/Manatee_StdCondIn_waterWork.pdf; and DEP forms, 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which may be downloaded at <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm> become part of this permit. If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

(3) If the attached permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION

(4) After selecting the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. It shall be the responsibility of the permittee to contact the Department's Compliance Assistance Program, by email SED_Compliance@FloridaDEP.gov, or by phone (561) 681-6600, to schedule the pre-construction conference.

(5) The permittee shall ensure that the permit conditions are explained to all construction personnel working on the project and providing each contractor and subcontractor with a copy of this permit before the authorized work begins.

(6) Prior to the initiation of any work authorized by this permit, floating turbidity curtains with weighted skirts that extend to within one foot of the bottom shall be placed around

the project site, and shall be maintained and remain in place for the duration of the project construction to ensure that turbid discharges do not occur outside the boundaries of the floating turbidity screens. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent turbid discharges.

(7) The Permittee shall coordinate with the FKNMS Permit Coordinator on all aspects of the project.

(8) Best management practices for erosion control shall be implemented and maintained at all times during construction of the permitted activity to prevent siltation and turbid discharges in excess of State water standards pursuant to Rule 62-302, F.A.C. The Permittee shall be responsible for ensuring that erosion and turbidity control devices and procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

SPECIFIC CONDITIONS – MITIGATION

(9) The Florida Keys National Marine Sanctuary (FKNMS) has approved the coral relocation plan for ACOE permit SAJ-2017-0333, and DEP 44-224891-008-EI application. All healthy corals will be relocated and unhealthy corals will not be relocated for and mitigated. The City of Key West will mitigate for all corals that could not be rescued prior to the onset of construction not related to the failing seawall. Proof of mitigation will be provided to the Department prior to the start of construction. Mitigation, as required by FKNMS, will be as follows:

- a. The applicant shall mitigate for unavoidable coral impacts at the project site prior to the start of construction through a monetary payment of \$ 2794.40 (1083 cm² impacts @ \$1.00/cm² + 12% admin fee) to the National Marine Sanctuary Foundation for specified use in the FKNMS Coral Nursery Program. Payment submittal instructions are attached. A copy of the check and cover letter shall be transmitted to FKNMS at fkms.authorizations@noaa.gov prior to construction.

(10) The applicant will follow all details set forth in the provided relocation plan regarding monitoring and will provide the Department will a time zero, one month, three months, six months, and one year post relocation monitoring reports within one (1) month of the occurrence of the monitoring site visit. The applicant will inform the Department in writing seven (7) days prior to any work being done that coral rescue and relocation is to commence.

(11) The City of Key West will provide the name and contact information for the person(s) doing the coral relocation seven (7) days prior to any work being done. Should the person(s) doing the coral relocation change at any time during the relocation process or monitoring, the City of Key West will advise the Department of the personnel change within seven (7) days.

(12) For ACOE permit SAJ-2017-03332 permit, FKNMS has provided conditions that must be approved, which are as follows:

- a. All coral rescue activities shall adhere to the threshold criteria for temperature, bleaching, and disease established in Sections 2.2.1, 2.2.2, and 2.2.3 of the attached *Protocols for the Management of In-Water Coral Nurseries*.
- b. Prior to construction, coral rescue activities must be undertaken by, or under the direct supervision of, Phil Frank of Terramar Environmental Services, Inc.
- c. The exact species names, numbers of each species, and sizes (L x W x H cm) and area (sq cm) of each fragment and whole colony shall be reported to the FKNMS within 20 days of coral rescue.
- d. Additional permit(s) from FKNMS are not required for continued possession of corals (whole colonies or fragments), larvae, or gametes (hereafter referred to as "corals") that were legally obtained under this authorization. However, the holder of such corals (i.e., original permittee) shall maintain a clear chain of custody at all times for the original corals and any offspring. This documentation shall include, at a minimum:
 - i. a. Copy of the original collection authorization(s);
 - ii. Chain of possession from initial harvest to current possession;
 - iii. Description of the organism (scientific name, size, number, condition); and, if applicable;
 - iv. Transfer information (date of transfer; name and location of receiving institution; species, sizes, and numbers transferred).
- e. Institution(s) subsequently receiving the corals shall similarly maintain this chain of custody documentation.
- f. Corals may only be placed back into waters of the sanctuary under authority of FKNMS permit. A visual health assessment per the Florida Fish and Wildlife Conservation Commission Coral Visual Health Assessment Protocols and documentation that corals have only been housed with Atlantic Caribbean species will be required. Contact FKNMS at fknms.authorizations@noaa.gov, for assistance.
- g. Upon written request by the FKNMS Superintendent, coral specimens, or portions thereof, shall be returned to the sanctuary within 30 days.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

(13) There shall be no storage or stockpiling of tools and materials (i.e., lumber, pilings, debris), along the shoreline adjacent to waters of the state. All excess lumber, scrap wood, trash, garbage, and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit. All construction equipment/tools and materials shall be transported to and from the site via upland roadways and barges and all equipment/tools and materials shall be stored on the uplands.

(14) All watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring, prop dredging or damage to submerged bottom or submerged resources. During all construction activities, there shall be a minimum of 1-foot clearance between the draft of the construction vessel/barge and the submerged bottom.

(15) The surrounding waterbody and marine resources located outside of the specific limits of construction, authorized by this permit, shall be protected from siltation, sedimentation, and/or scouring. Best management practices for turbidity and erosion control shall be implemented and maintained at all times during to prevent siltation and turbid discharges into the

surface waters surrounding the project site.

(16) All wooden pilings used in construction of the dock shall be wrapped with an impervious membrane one-foot above the mean high-water line to one-foot below the substrate.

(17) For all pile-driving activity related to this project:

- a. At least one dedicated observer shall be present during pile driving activities and shall perform no other duties that may interfere with their ability to observe for protected marine species. Observer(s) must have prior on-the-job experience observing manatees during dredging projects or in-water work where the activities were similar in nature to this project. Observer(s) shall have the authority to cease project operations 1) upon sighting a manatee within 50 feet of the pile driving or vessel activity; and 2) if detection of manatees is not possible due to weather or other conditions.
- b. All pile driving activities shall be limited to daylight hours in order to maximize visibility for protected species observers. Monitoring shall occur for 30 minutes prior to, during, and for 30 minutes after pile driving ends.
- c. During pile driving, the project will utilize a ramp-up measure. At the start of pile driving activity, pile driving hammers would initially be operated at low levels, then gradually increase to minimum necessary power required for pile installation.
- d. If the activities appear to harass or injure a protected marine species, then work shall cease immediately and not resume until after consultation with the Florida Fish and Wildlife Conservation Commission (ImperiledSpecies@MyFWC.com or 850-922-4330). Any additional conservation measures deemed necessary by FWC must be implemented to minimize the risks to protected species.

(18) Measures shall be taken to avoid and minimize submerged aquatic vegetation (SAV) and benthic habitat impacts, including sedimentation, to the greatest extent practicable.

SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS

(19) Turbidity levels outside the construction area shall not exceed 0 NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 0 NTU's above background:

- a. Notify the Department at (561) 681-6600 at the time the violation is first detected.
- b. Immediately cease all work contributing to the water quality violation.
- c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
- d. As required, perform turbidity monitoring per Specific Conditions.
- e. Resume construction activities once turbidity levels outside turbidity curtains fall below 0 NTU's.

(20) Turbidity Monitoring: Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours until turbidity subsides at one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

- a. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
- b. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

(21) Turbidity Monitoring Reports: During construction activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by the Specific Condition above:

- a. Date and time of sampling event
- b. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
- c. Description of data collection methods
- d. An aerial map indicating the sampling locations
- e. Depth of sample(s)
- f. Weather conditions at times of sampling
- g. Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's ERP Compliance Assurance Program via email at SED_Compliance@FloridaDEP.gov. The subject line of the email shall include the project name, permit number, and the title "Turbidity Monitoring Reports."

Coral Relocation Monitoring and Reporting

(22) Monitoring of the relocated corals shall be conducted in accordance with the attached 'FKNMS Permit & Coral Relocation Plan'.

- a. Colonies that were removed from their original surface and reattached to a new substrate shall be assessed within one week of transplantation to the temporary location to determine attachment success. If attachment of a colony is not successful, but the coral is still alive, then the colony shall be reattached using the methods described in the Coral Relocation and Monitoring Plan.

(23) Baseline data collection and subsequent monitoring events must be conducted as follows:

- a. Baseline data collection must be conducted at time of relocation.

- b. Subsequent monitoring events and associated data collection must be conducted one month, three months, six months, and one year post-relocation. Baseline data collection and monitoring event data must be submitted to the Department's Compliance Assistance Program by email at SED_Compliance@FloridaDEP.gov according to the following schedule:
1. At relocation (baseline), one month and three month monitoring events: Submit location map(s), representative photograph(s), and all applicable data sheets with applicable data recorded, within 30 days post event.
 2. Six month and one year monitoring events: Submit representative photograph(s) and all applicable data sheets with applicable data recorded, within 30 days post-event.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

(24) Vessels utilizing this structure shall maintain a minimum of one-foot clearance between the deepest draft of the vessel with the engine in the down position and the submerged bottom so as to preclude bottom scouring or prop dredging.

(25) The docking facility shall be limited to water-dependent activities as defined in Chapter 18-21, F.A.C., and the dock shall accommodate the mooring of six (6) vessels in the locations depicted in the attached permit sketches. Prior to slip occupancy, the permittee shall install rope or wood handrails, or "No Mooring" signs along all portions of the docking facility where mooring is not authorized.

(26) To reduce the risk of a vessel crushing a manatee, the permittee shall install wharf fenders with appropriate materials to provide sufficient standoff space of at least three feet under maximum designed compression. Fenders or buoys providing a minimum standoff space of at least three feet under maximum designed compression shall also be utilized between two vessels that are moored together.

SPECIFIC CONDITIONS – MANATEE CONDITIONS

(27) The permittee shall comply with the standard manatee protection construction conditions listed in the attached "2011 Standard Manatee Conditions for In-Water Work".

SPECIFIC CONDITIONS – LISTED SPECIES

(28) This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
- b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

(7) If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

(9) This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;
- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

(12) The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONSENT CONDITIONS

(1) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

(2) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate

the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

(3) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

(4) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

(5) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S. and Chapter 258, F.S.

(1) Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

(2) Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

(3) Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

(4) Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

(5) Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(6) Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

(7) Structures or activities will not create a navigational hazard.

(8) Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

(9) Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

(10) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

(11) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

(12) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

(13) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

(14) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the

deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Sirena Davila
Director, Southeast District

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

- FDEP – Sirena Davila, Norva Blandin, John Tracey, Bailey Harding, Haley Kilgour
- David Burke, NOAA, david.burke@noaa.gov
- Alexandra Gulde, DHR, Alexandra.gulde@dos.fl.gov
- Kristopher Eccles, DeLoach Industries, Inc., keccles@deloachindustries.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Marietta Burneo Mannucci 12/22/2025
Clerk Date

Attachments:

- Project Drawings and Design Specs., 10 pages
- Coral Relocation Plan, 31 pages
- Standard Manatee Conditions for In-Water Work, 2011
- As-built Certification and Request for Conversion to Operational Phase Form 62-330.310(1), Request for Transfer to the Perpetual Operation Entity Form 62-330.310(2), Request to Transfer Permit Form 62-330.340(1) & Commencement Notice Form 62-330.350(1)¹

¹ Can be downloaded at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

PERMIT DRAWINGS

Observation and Training Deck Platform Replacement Project From Past Storm Damage PHASE 2

FOR
CITY OF KEY WEST,
MONROE COUNTY, FL
JANUARY, 2025
INDEX OF DRAWINGS

DWG. NO.	SHEET NO.	TITLE
C-1	1	COVER SHEET & INDEX OF DRAWINGS
D-1	2	SITE DATA & SITE PLANS
D-2	3	PROPOSED SITE PLAN
D-3	4	FOUNDATION & DETAILS
D-4	5	FOUNDATION & DETAILS
D-5	6	FOUNDATION PLAN & DETAILS



LOCATION MAP



PREPARED BY
WES Industries, Inc.

6389 Tower Lane • Sarasota Florida 34240
PH: (941) 371-7617

SITE DATA

OWNER: CITY OF KEY WEST
 ZONING: MHC DISTRICT
 PROJECT: KEY WEST AQUARIUM
 LOCATION: 1000 WATER STREET, KEY WEST, FL 34634
 CONTRACT NO. 2287-3
 DATE: 05/2024

DESIGN DATA

THESE DRAWINGS GENERAL REFERENCE TO THE REQUIREMENTS OF THE 2024 FLORIDA BUILDING CODE AND THE LATEST EDITIONS OF THE FLORIDA MODEL ENERGY CODE, MODEL LIFE SAFETY CODE, MODEL MECHANICAL CODE, MODEL PLUMBING CODE, MODEL ELECTRICAL CODE, MODEL FIRE AND SMOKE ALARM CODE, MODEL CODES, AND THE CODES OF THE CITY OF KEY WEST.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, THE FLORIDA MODEL ENERGY CODE, THE FLORIDA MODEL LIFE SAFETY CODE, THE FLORIDA MODEL MECHANICAL CODE, THE FLORIDA MODEL PLUMBING CODE, THE FLORIDA MODEL ELECTRICAL CODE, THE FLORIDA MODEL FIRE AND SMOKE ALARM CODE, AND THE CODES OF THE CITY OF KEY WEST.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, THE FLORIDA MODEL ENERGY CODE, THE FLORIDA MODEL LIFE SAFETY CODE, THE FLORIDA MODEL MECHANICAL CODE, THE FLORIDA MODEL PLUMBING CODE, THE FLORIDA MODEL ELECTRICAL CODE, THE FLORIDA MODEL FIRE AND SMOKE ALARM CODE, AND THE CODES OF THE CITY OF KEY WEST.

INDEX OF DRAWINGS

- SHEET 1.1 - SITE DATA & SITE PLAN
- SHEET 1.2 - PROPOSED NEW CONSTRUCTION
- SHEET 1.3 - EXISTING SITE PLAN
- SHEET 1.4 - FOUNDATION & DETAILS
- SHEET 1.5 - FINISH SCHEDULE

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KEY WEST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SAFETY.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KEY WEST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SAFETY.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KEY WEST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SAFETY.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KEY WEST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SAFETY.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF KEY WEST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SAFETY.

DEMOLITION NOTES

1. ALL EXISTING STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.
 2. ALL EXISTING STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.
 3. ALL EXISTING STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.
 4. ALL EXISTING STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.
 5. ALL EXISTING STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.

FOUNDATION & CONCRETE NOTES

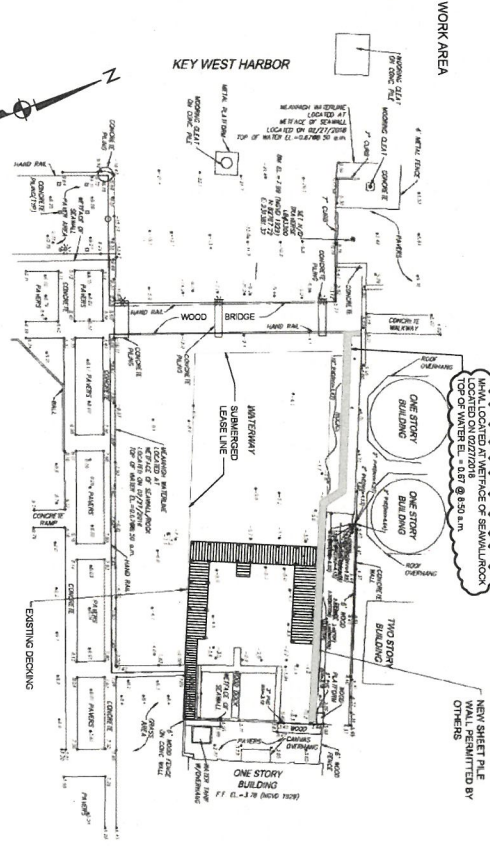
1. ALL FOUNDATION AND CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.
 2. ALL FOUNDATION AND CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.
 3. ALL FOUNDATION AND CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.
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WOOD AND FRAMING NOTES

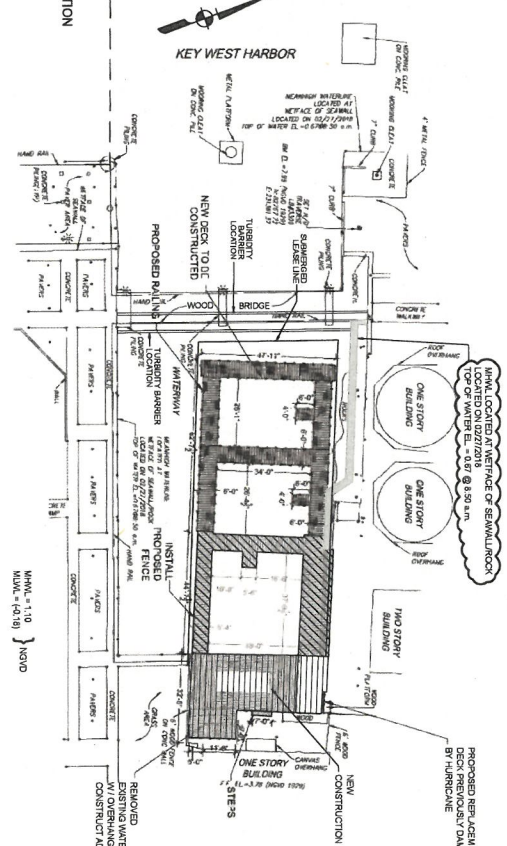
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 5. ALL WOOD AND FRAMING WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND THE FLORIDA MODEL LIFE SAFETY CODE.



LOCATION MAP
 SCALE: N.T.S.

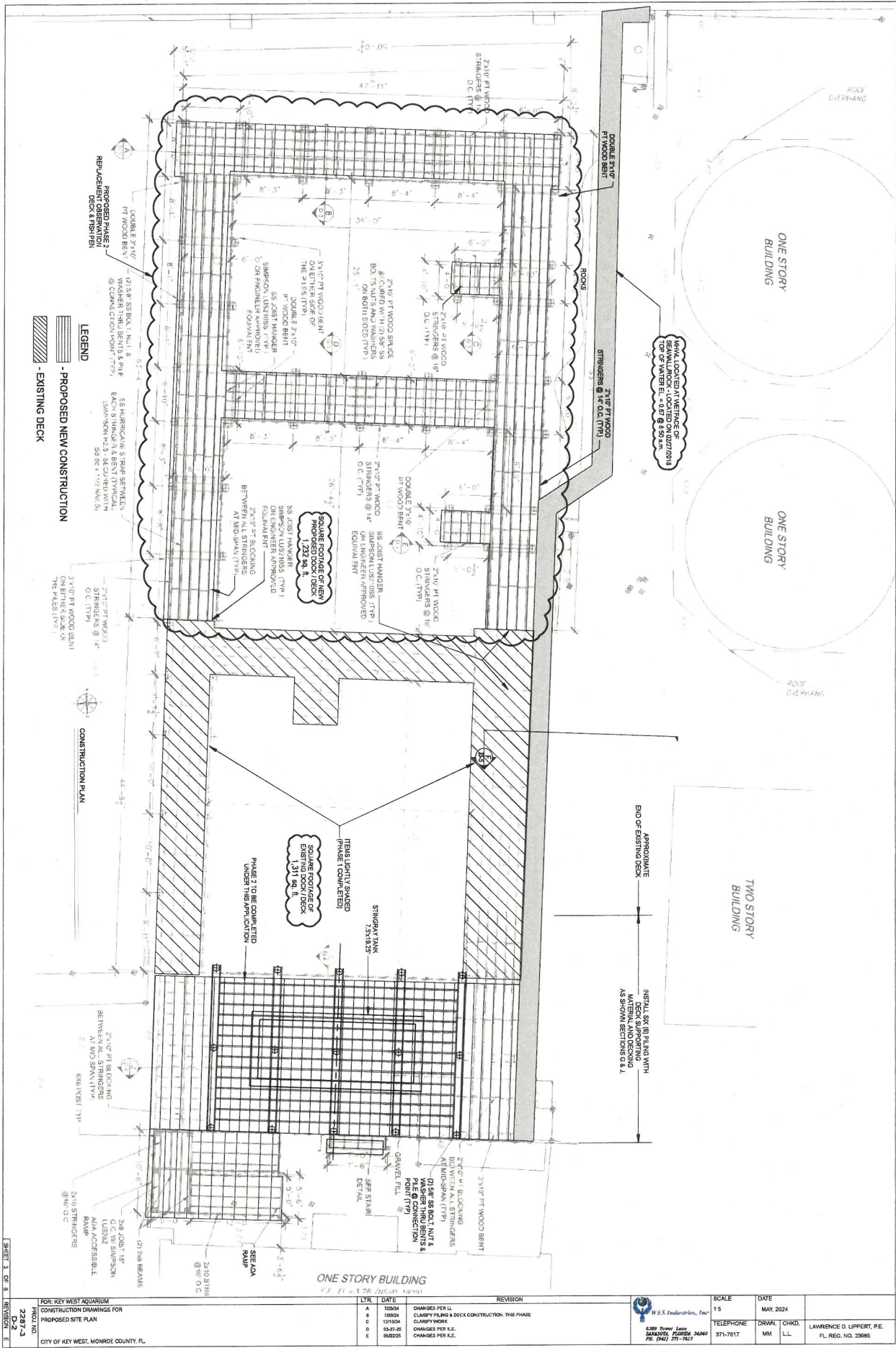


EXISTING SITE PLAN
 SCALE: N.T.S.



PROPOSED SITE PLAN - REPAIR & NEW CONSTRUCTION
 SCALE: N.T.S.

NO.	DATE	REVISION
1	05/2024	ISSUED FOR PERMIT
2	05/2024	CHANGES PER I.I. CLARIFY WORK
3	05/2024	CHANGES PER I.I. CLARIFY WORK
4	05/2024	CHANGES PER K.E.
5	05/2024	CHANGES PER K.E.



SHEET 3 OF 8
 2287-3
 D-2
 REVISION

LEGEND
 [Hatched Box] PROPOSED NEW CONSTRUCTION
 [Solid Box] EXISTING DECK

CONSTRUCTION PLAN

ONE STORY BUILDING
 F.P. 21 - 5.76 (10/20/20 13/20/20)

LET	DATE	REVISION
A	10/20/20	CHANGES PER I.L.
B	12/01/20	CLARIFY FLOOR & DECK CONSTRUCTION, THIS PHASE
C	12/16/20	CLARIFY WORK
D	05-27-25	CHANGES PER K.E.
E	06/22/25	CHANGES PER K.E.

SCALE
 1" = 15'

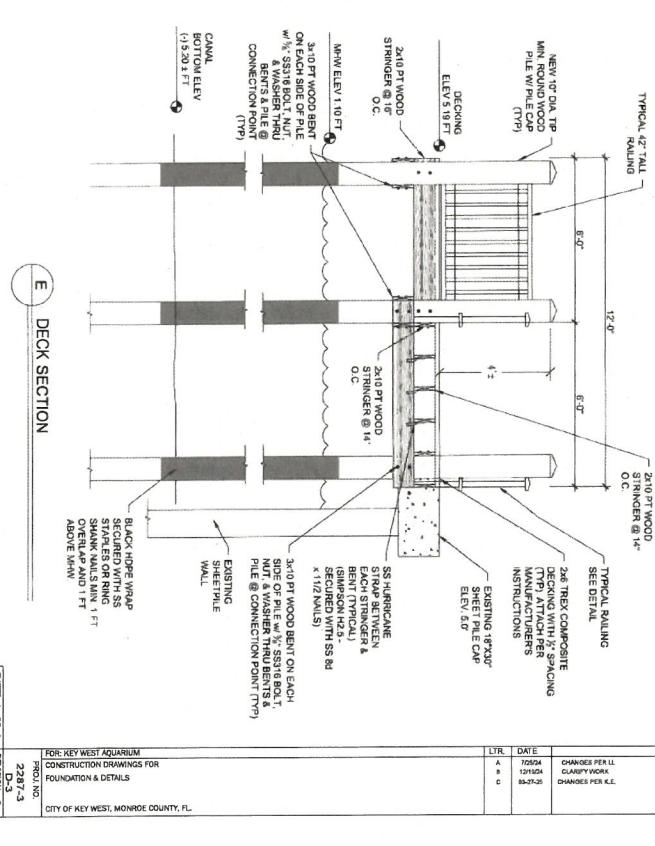
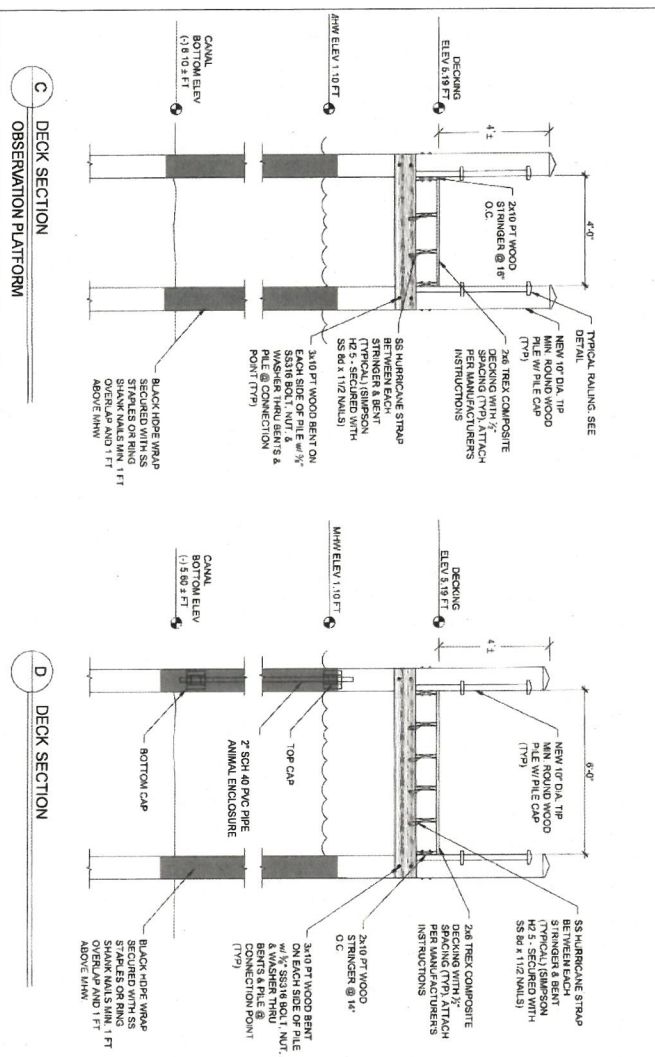
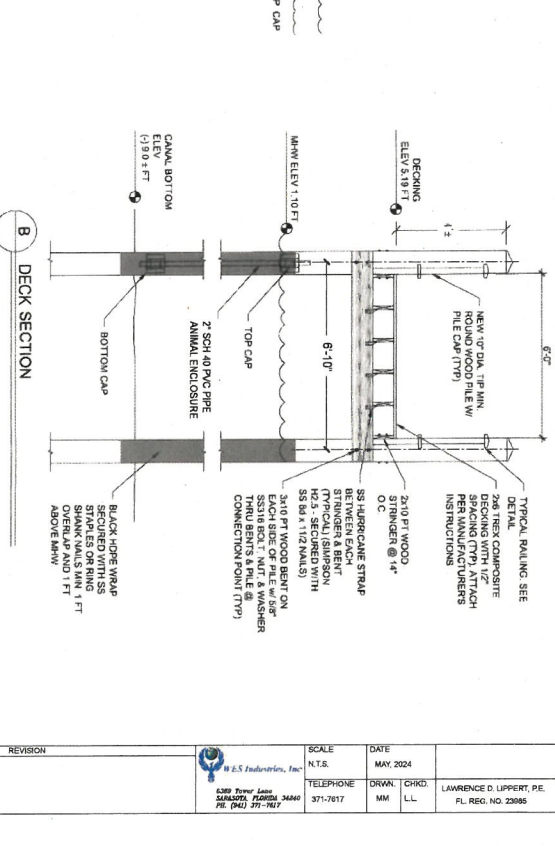
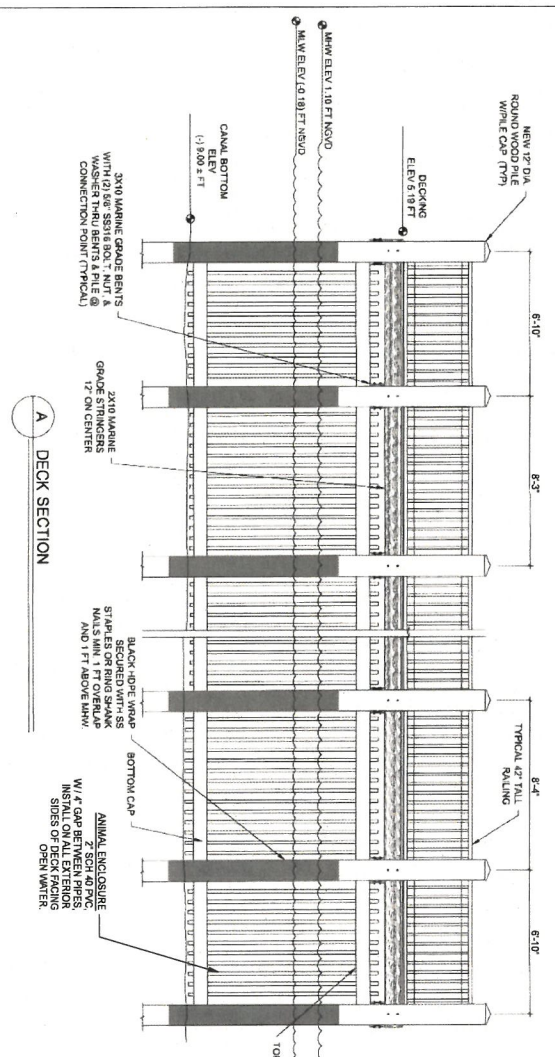
DATE
 MAY 2024

TELEPHONE
 371-7617

DRWN, CHKD, MM, LLL

LAWRENCE D. LIPPERT, P.E.
 FL. REG. NO. 22695

**2287 River Lane
 SARASOTA, FLORIDA 34236
 774 (407) 271-7617**



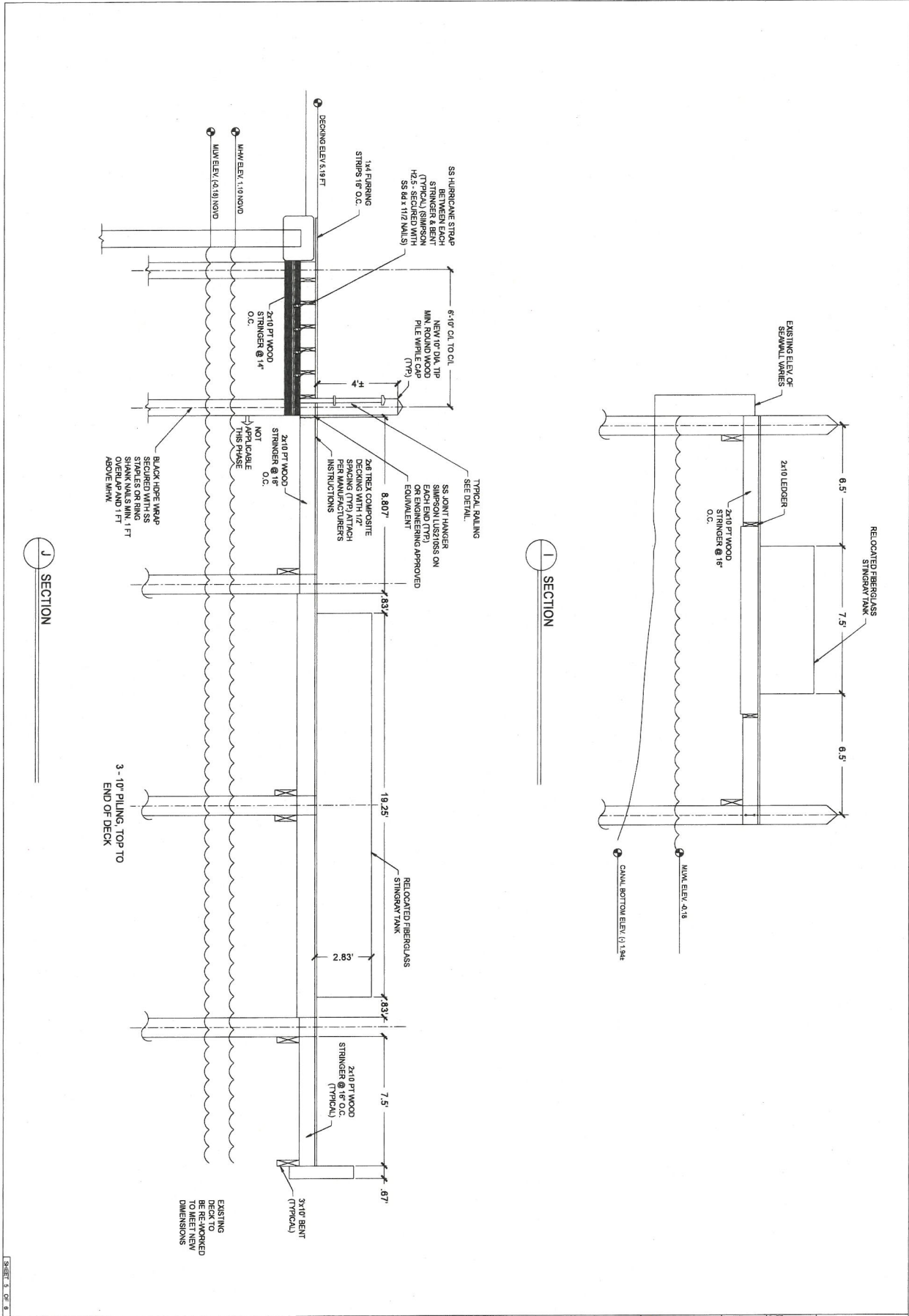
REVISION	DATE	DESCRIPTION
1	7/20/24	ISSUE FOR PERMIT
2	8/21/24	REVISED PER COMMENTS

FOR KEY WEST AQUARIUM
 CONSTRUCTION DRAWINGS FOR
 FOUNDATION & DETAILS
 CITY OF KEY WEST, MONROE COUNTY, FL

SHEET 4 OF 8
 D-3
 22877-3
 REVISION C

SCALE: N.T.S.
 DATE: MAY 2024
 DRAWN: MM
 CHECKED: LL
 TELEPHONE: 371-7617
 LAWRENCE D. LIPPERT, P.E.
 FL REG. NO. 22865

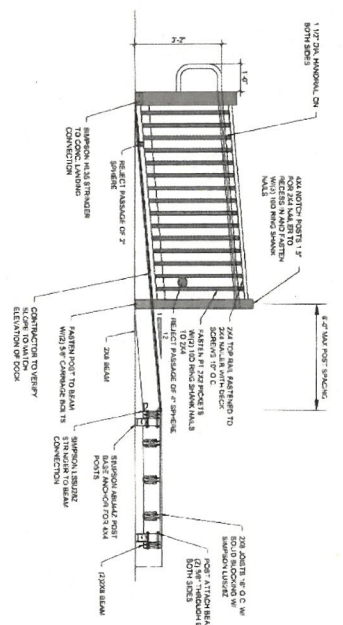
U.S. Foundation, Inc.
 6399 Perry Lane
 Sarasota, Florida 34240
 PH: (941) 551-1667



LIT.		DATE	REVISION
A	7/25/24		CHANGES PER LL
B	7/25/24		CLARIFY PILING & DECK CONSTRUCTION, THIS PHASE
C	12/13/24		CLARIFY WORK
D	1-4-25		REVISE SECTIONS
E	2-17-25		CHANGES PER I.T.

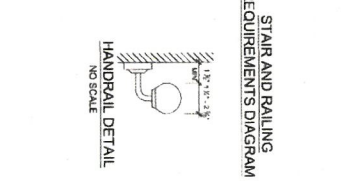
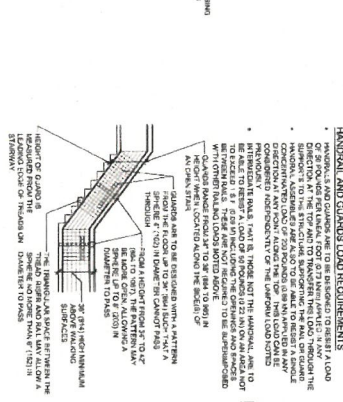
PER: KEY WEST AQUARIUM CONSTRUCTION DRAWINGS FOR FOUNDATION & DETAILS CITY OF KEY WEST, MONROE COUNTY, FL.	PROJECT NO. 2287-3	SCALE N.T.S.	DATE MAY, 2024
	SHEET 4 OF 8 FOUNDATION	TELEPHONE 371-7617	DRAWN / CHKD. MM / LL

LAWRENCE D. LIPPERT, P.E.
 FL. REG. NO. 22665



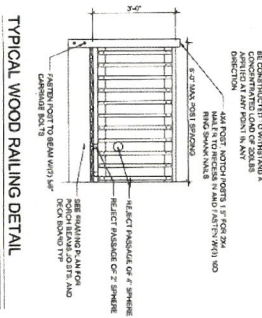
ADA RAMP DETAIL

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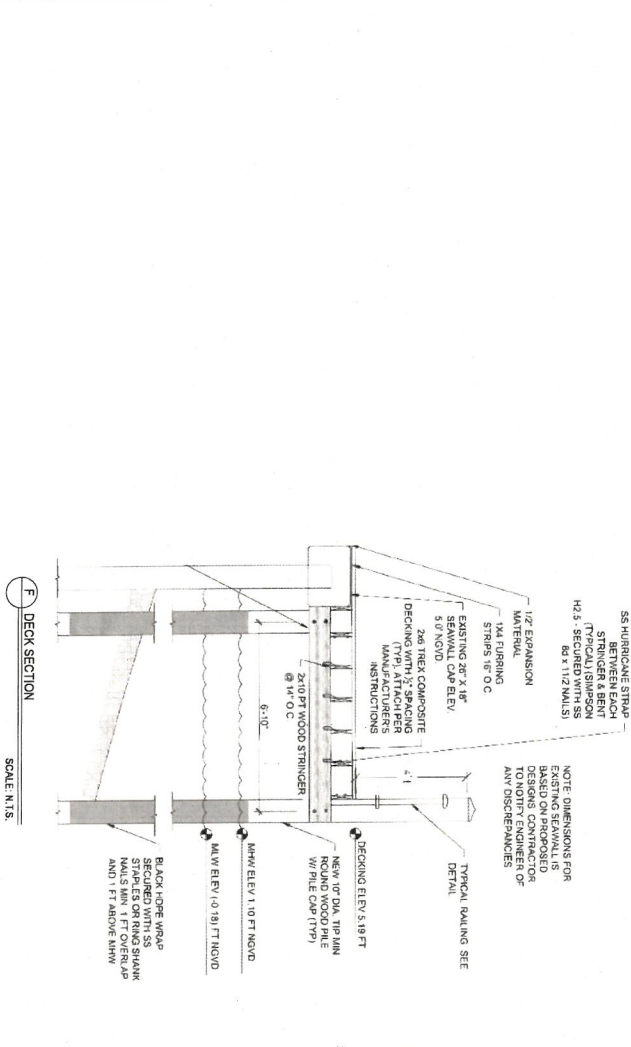
HANDRAIL DETAIL

NO SCALE



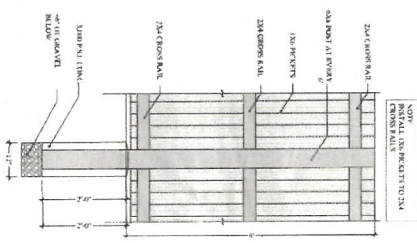
TYPICAL WOOD RAILING DETAIL

SCALE: N.T.S.



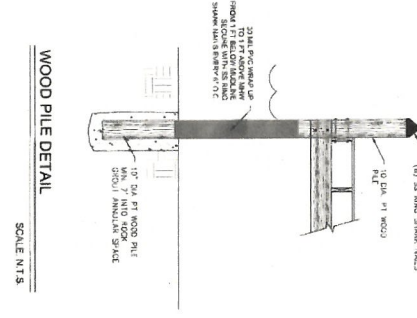
DECK SECTION

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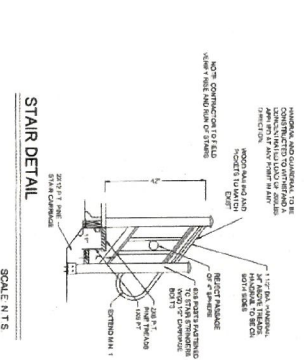
PICKET FENCE DETAIL

SCALE: N.T.S.



WOOD PILE DETAIL

SCALE: N.T.S.



STAIR DETAIL

SCALE: N.T.S.

PROJECT NO. 2287-3 REVISION: 0	FOR: KEY WEST AQUARIUM CONSTRUCTION DRAWINGS FOR FOUNDATION & DETAILS CITY OF KEY WEST, MONROE COUNTY, FL.	DATE 5/24/24 10/15/24 05/22/24	LTR K S B D D	REVISION CHANGES PER LL CLARIFY PERM & DECK CONSTRUCTION, THIS PHASE CLARIFY PICKET CHANGES PER P.E.	SCALE N.T.S.	DATE MAY, 2024	DRAWN MM	CHKD. LL	LAWRENCE D. LIPPERT, P.E. FL. REG. NO. 22885
	SHEET 1 OF 8		U.S. INSULATION, Inc. 6380 Tyler Lane SARASOTA, FLORIDA 34240 PH: (941) 551-1111		TELEPHONE 371-7617				

PERMIT DRAWINGS

BOAT WAKE FISH PROTECTION SYSTEM

-

FOR
CITY OF KEY WEST,
MONROE COUNTY, FL.
JANUARY, 2025
INDEX OF DRAWINGS

DWG. NO.	SHEET NO.	TITLE
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C-1	1	COVER SHEET & INDEX OF DRAWINGS
D-1	2	WAVE ATTENUATOR SYSTEM



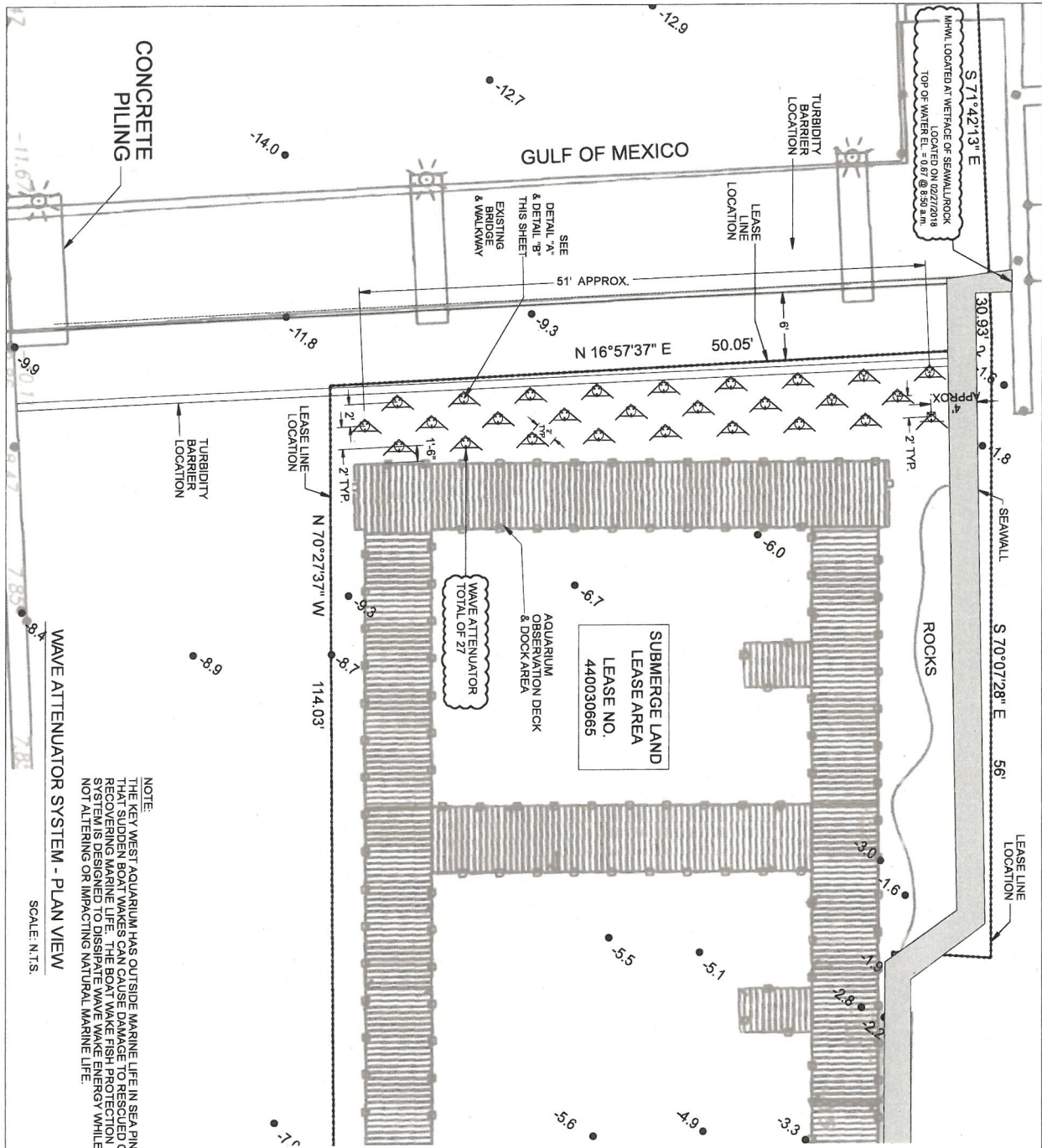
LOCATION MAP



PREPARED BY

WES Industries, Inc.

6389 Tower Lane • Sarasota Florida 34240
PH. (941) 371-7617

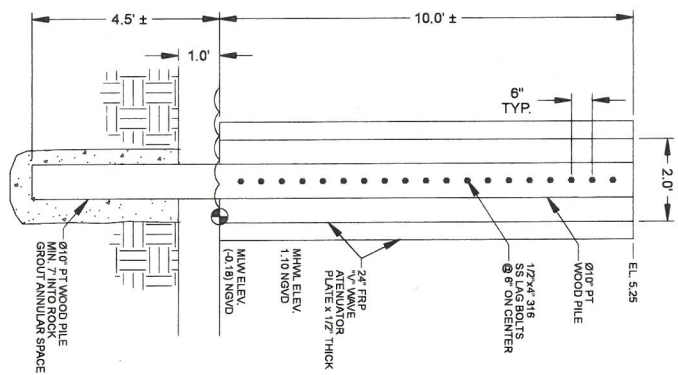


NOTE:
 THE KEY WEST AQUARIUM HAS OUTSIDE MARINE LIFE IN SEA PINS THAT SUDDEN BOAT WAVES CAN CAUSE DAMAGE TO RESCUED OR RECOVERING MARINE LIFE. THE BOAT WAKE FISH PROTECTION SYSTEM IS DESIGNED TO DISSIPATE WAVE WAKE ENERGY WHILE NOT ALTERING OR IMPACTING NATURAL MARINE LIFE.

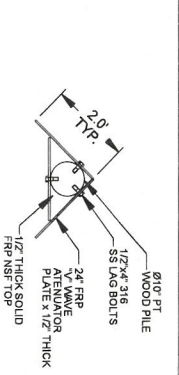
WAVE ATTENUATOR SYSTEM - PLAN VIEW
 SCALE: N.T.S.



DETAIL "A" - PLAN VIEW
 SCALE: 1"=3'



DETAIL "B" - ELEVATION VIEW
 SCALE: 1"=3'



LTR.	DATE	REVISION
A	09/10/24	CHANGES PER T.D.
B	01/03/25	CHANGES PER L.P.
C	01/03/25	CHANGES PER L.P.
D	02/27/25	CHANGES PER K.E.

 U.S. Fish and Wildlife Service 300 Silver Lane SEASOFT, FLORIDA 32640 P.O. (904) 271-7617	SCALE: 1"=30' DATE: MAY 2024 TELEPHONE: 371-7617 DRAWN: MM CHD: LL LAWRENCE D. LIPPERT, P.E. FL. REG. NO. 22865
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PROPOSAL DRAWINGS

BOAT WAKE FISH PROTECTION SYSTEM

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FOR

**CITY OF KEY WEST,
MONROE COUNTY, FL.**

**SEPTEMBER 10, 2024
INDEX OF DRAWINGS**

DWG NO.	SHEET NO.	TITLE
C-1	1	COVER SHEET & INDEX OF DRAWINGS
D-1	2	WAVE ATTENUATOR SYSTEM

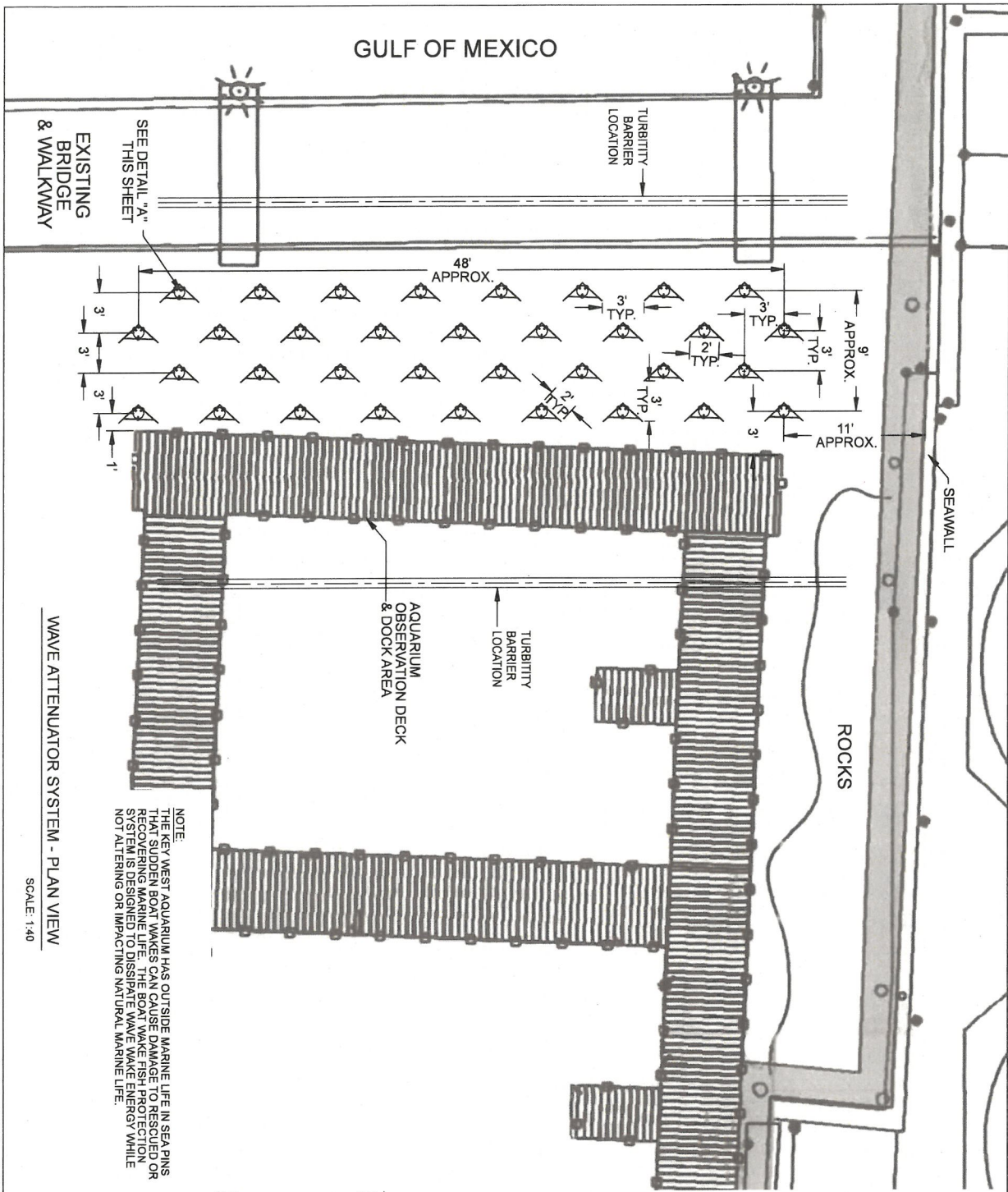
<http://www.deloachindustries.com>



WES Industries, Inc.

PREPARED BY

818 Cattlemen Road • Sarasota Florida 34232
PH. (941) 371-4985 • FAX (941) 377-2849



EXISTING BRIDGE & WALKWAY

SEE DETAIL "A" THIS SHEET

GULF OF MEXICO

TURBIDITY BARRIER LOCATION

48' APPROX.

ROCKS

SEAWALL

AQUARIUM OBSERVATION DECK & DOCK AREA

TURBIDITY BARRIER LOCATION

WAVE ATTENUATOR SYSTEM - PLAN VIEW

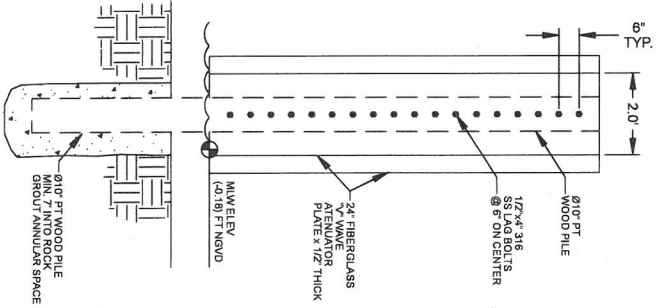
SCALE: 1:40

NOTE:
THE KEY WEST AQUARIUM HAS OUTSIDE MARINE LIFE IN SEA PINS THAT SUDDEN BOAT WAKES CAN CAUSE DAMAGE TO RESCUED OR RECOVERING MARINE LIFE. THE BOAT WAKE FISH PROTECTION SYSTEM IS DESIGNED TO DISSIPATE WAVE ENERGY WHILE NOT ALTERING OR IMPACTING NATURAL MARINE LIFE.



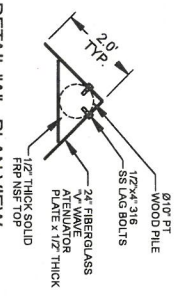
DETAIL "A" - ELEVATION VIEW

SCALE: 1:16



DETAIL "A" - PLAN VIEW

SCALE: 1:16



FOR KEY WEST AQUARIUM CONSTRUCTION DRAWINGS FOR BOAT WAKE FISH PROTECTION SYSTEM		LTR. DATE A 09/10/24		REVISION CHANGES PER T.O.		SCALE DATE 1"=30' MAY 2024		DRAWN CHKD. LAWRENCE D. LIPPERT, P.E. MM L.L. FL. REG. NO. 23985	
PROJECT NO. 2247-3 CITY OF KEY WEST, MONROE COUNTY, FL.						TELEPHONE 371-7617			





August 20, 2025

Coral Relocation Plan
New Dock and Wave Attenuators, Key West Aquarium

Executive Summary

This Coral Relocation Plan (CRP) describes avoidance, minimization, relocation, and monitoring measures for coral resources identified within the Key West Aquarium basin in support of in-water construction associated with the installation of new viewing dock and wave attenuators. The plan follows the Florida Fish and Wildlife Conservation Commission (FWC) Coral and Octocoral Mitigation Relocation Recommendations and incorporates site-specific survey data collected by New Leaf Environmental on February 21, 2025. The survey documented 361 coral colonies (total live tissue area 21,230 cm²), of which 284 colonies (16,740 cm²) occur within the project footprint and are proposed for relocation. This CRP provides detailed protocols for pre-relocation assessment, extraction, temporary holding, permanent attachment at a recipient site, monitoring, reporting, adaptive management, and contingency measures to be used during all relocation activities

1. Purpose and Regulatory Context

This CRP is submitted to satisfy permit conditions under the Florida Department of Environmental Protection (FDEP) and to meet the relocation and mitigation expectations described in the FWC Coral and Octocoral Mitigation Relocation Recommendations. The objectives are to:

1. Avoid and minimize impacts to corals to the greatest extent practicable
2. Document coral resources and provide an auditable chain-of-custody from removal through permanent placement
3. Maximize survival of relocated corals through best-practice handling and proven attachment methods
4. Provide transparent monitoring and reporting to FDEP, FWC, and other responsible agencies

Authorities & Guidance

This plan implements the FWC Coral and Octocoral Mitigation Relocation Recommendations (hereafter "FWC Recommendations") for coral selection, health screening, handling, attachment, tagging, monitoring, and reporting. Where FWC Recommendations are silent, industry best practices and peer-reviewed methods for coral relocation and post-relocation monitoring are used. All activities will be performed consistent with the terms of any issued FDEP permit and any FWC relocation or salvage authorization.



WES Industries, Inc.

2. Project Description & Site Conditions

Project description: Installation of new dock viewing platforms (piles, decking, and minor ancillary features) within an existing developed basin at the Key West Aquarium, Monroe County, Florida. In-water construction will occur within a defined project footprint and buffer (site plan attached).

Site conditions: The basin is enclosed by seawalls and a concrete cap; substrate is primarily unconsolidated sand with scattered riprap, concrete debris, pipe sections, and localized hard structure where corals are attached. Water visibility during the February 21, 2025 survey was approximately 15 feet. Depths in the basin range from approximately 3 to 10 feet. No seagrass or mangroves were observed within the footprint.



Fig. 1 – Proposed construction area, within the Key West Aquarium submerged land lease



WES Industries, Inc.

3. Benthic Resource Inventory (Summary)

Survey date: February 21, 2025 (New Leaf Environmental, LLC).

Survey findings (summary):

- Total corals recorded: 361 colonies; total live tissue area = 21,230 cm².
- Species composition: *Siderastrea radians* (lesser starlet) — 320 colonies; *Siderastrea siderea* (massive starlet) — 37 colonies; *Porites porites* (clubtip finger) — 3 colonies; *Solenastrea bournoni* (smooth star) — 1 colony.
- Corals within construction footprint: 284 colonies; total live tissue area = 16,740 cm².
- No ESA-listed coral species or seagrass beds were documented within the footprint.

Detailed coral inventory table are provided in Appendix A Benthic resource survey. coral inventory, survey maps, and photo log.

4. Avoidance & Minimization Measures

Consistent with the FWC Recommendations, WES Industries will implement the following avoidance and minimization measures to reduce the number of colonies requiring relocation:

4.1 Construction Layout & Pile Optimization

- Final pile layout will be coordinated to avoid coral colonies to the maximum extent practicable. Where minor adjustments in pile locations (<1 m) avoid direct contact with colonies, those adjustments will be implemented prior to in-water work.

4.2 Work Windows & Seasonal Considerations

- In-water activities that may increase sedimentation (cutting, chipping, or excavation) shall be scheduled to avoid known seasonal stress windows (e.g., high thermal stress) where feasible.

4.3 Physical Protective Measures

- Turbidity curtains will be deployed around active work areas and maintained per manufacturer recommendations to limit resuspension and transport of sediments into coral areas outside the direct footprint.
- All vessel operations will maintain slow-no-wake speeds within the basin to minimize wake that may disturb corals and relocated colonies.

4.4 Pre-Construction Marking & Survey

- All corals within and immediately adjacent to the footprint will be physically marked (tagged and flagged using non-abrasive methods) to guide field crews during construction and relocation operations.



WES Industries, Inc.

5. Coral Selection and Health Screening Criteria

In accordance with FWC Recommendations, not all coral colonies are suitable candidates for relocation. WES Industries will apply the following selection criteria during pre-relocation assessment:

5.1 Exclusion Criteria (do NOT relocate):

- Colonies exhibiting active or advanced signs of disease consistent with stony coral tissue loss disease (SCTLD) or other progressive tissue loss.
- Colonies with extensive bioeroder infestation (e.g., large boreholes from *Cliona* sp. where structural integrity is compromised).
- Colonies firmly integrated into large fixed concrete wall features where removal would cause irreparable fragmentation or unacceptable collateral damage.

5.2 Preferred Candidates for Relocation:

- Colonies showing healthy tissue, without active lesions or progressive necrosis.
- Colonies attached to rubble or loose rock that can be moved intact with minimal chipping.
- Small to medium encrusting colonies suitable for tile-based reattachment; and larger colonies that can be lifted on an attached substrate or reattached to an engineered base.

5.3 Health Assessment Protocol

For each candidate colony the following will be recorded on the relocation datasheet: colony ID, species, maximum diameter (cm), height (cm), approximate live tissue area (cm²), percent live tissue, evidence of recent predation, presence/absence of epifauna (sponges, macroalgae), and a photographic baseline (scale bar in frame). Colonies failing health screening will be documented and left in situ unless otherwise directed by FWC/FDEP.

6. Pre-Relocation Field Procedures

6.1 Permits & Authorizations

- Obtain and maintain all required FDEP/FWC salvage or relocation authorizations prior to in-water extraction.

6.2 Equipment & Materials

- Small hand tools: chisels, quarry drills with small bit sizes, cold chisels, non-sparking hammers, putty knives, wire brushes.
- Lifting and transport: plastic bins/crates, padded sling straps, soft mesh bags, submersible aeration units for temporary holding (if needed).



WES Industries, Inc.

- Attachment materials: Instant Ocean HoldFast epoxy putty, Aves Apoxie Sculpt or similar 2-part epoxy, Quikrete Quick-Setting Masonry Cement (for larger colonies), marine-grade stainless hardware where needed.

6.3 Site Preparation

- Establish a clearly marked Temporary Holding Site (THS) that is outside the turbidity curtain footprint, at comparable depth, and in low-energy conditions (see Section 8). The THS will be constructed with a rubble nest to elevate the holding crates off the sediment and reduce siltation.

7. Coral Removal Techniques

Removal technique selection depends upon colony size, morphology, and attachment substrate. The following hierarchy will be followed per FWC guidance:

7.1 Intact Relocation on Substrate

- When coral colonies are attached to movable rubble or small concrete pieces, lift the substrate with the colony intact using hand tools, gently pry under the rock, and transfer to a padded bin for transport to the THS.

7.2 Partial Chipping/Under-cutting

- For colonies that are firmly attached but not embedded in massive concrete, chisel or undercut approximately 1 cm below live tissue at low-impact angles to minimize skeletal breakage and retain as much base as possible. Keep fragments from the same colony together and label accordingly.

7.3 Fragmentation & Propagation

- If unavoidable fragmentation occurs during removal, maintain fragments submerged and grouped in labeled containers. Fragments from resilient species (e.g., Porites, Siderastrea) may be reattached as multiple fragments forming a single colony at the recipient site; fragmentation will be minimized and carefully documented.

7.4 Handling Best Practices

- Minimize air exposure; keep tissue submerged at all times.
- Avoid squeezing or compressing colonies; support bases and use soft slings or padded crates.
- Gloves may be used to protect divers but should be soft and non-abrasive; do not use metal tools that abrade living tissue.



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8. Temporary Holding Site (THS) Protocols

A Temporary Holding Site will be established outside the active construction area to house relocated corals for short durations (anticipated < 14 calendar days unless otherwise approved). THS protocols:

8.1 THS Location Criteria

- Outside the turbidity curtain and construction influence, comparable depth to origin, low hydrodynamic energy, and minimal vessel traffic.

8.2 THS Construction

- Create rubble nests (5 ft x 5 ft typical) and place weighted plastic crates or bins within these nests to slightly elevate tiles/colonies above silt-prone sediments.
- Secure crates with reef anchors or locally sourced rubble; mark THS with anchored buoys for visual identification.

8.3 Holding Conditions

- Maintain corals submerged and oriented appropriately; wedging rocks between tiles to prevent tipping; keep coral colonies separate to prevent contact and abrasion.
- If holding exceeds 48 hours, intermittent visual inspections will be performed every 24 hours; if holding exceeds 7 days, supplemental aeration and water exchange protocols will be instituted.

8.4 Biosecurity & Disease Prevention

- Work with gloves and disinfect tools between colony manipulations to reduce cross-contamination risk. All tools and reusable equipment shall be cleaned of visible debris and, where practicable, disinfected with a mild bleach or freshwater soak followed by thorough rinsing prior to reuse. Any colony showing signs of disease while in THS will be quarantined and managed per FWC direction.

9. Recipient Site Selection & Preparation

Recipient site selection follows FWC Recommendations to ensure habitat compatibility and reduce post-relocation stress.

9.1 Recipient Site Criteria

- Located within the same general basin or immediate nearshore area to preserve local environmental conditions (salinity, light, temperature, water motion).
- Substrate suitable for secure attachment (rugose rock, cleaned concrete, or engineered base).
- Depth comparable to the origin (± 1 m preferred) to maintain irradiance and temperature regimes.
- Low risk from vessel propeller scour, anchoring, or dredging activities.



WES Industries, Inc.

9.2 Recipient Site Preparation

- Clean and prepare receiving concrete mats, rock tiles, or natural rubble by scrubbing to remove epiphytes, silt and loose material to ensure strong epoxy bonds.
- Pre-place anchor blocks or leveling material where necessary to create stable attachment platforms.

10. Permanent Attachment Methods

Per FWC and accepted industry practice, attachment method will be selected based on colony size and morphology:

10.1 Small & Encrusting Colonies (<20 cm)

- Affix to 18" x 18" x 1" coral tiles or cleaned rubble using Instant Ocean HoldFast or equivalent marine epoxy putty. Press tissue to the contact surface, secure with temporary wedging until epoxy cures (approx. 20–45 minutes dependent on ambient temperature and product), and then carefully settle tile onto prepared substrate and secure with rubble wedges or epoxy as needed.

10.2 Medium Colonies (20–40 cm)

- Use 2-part epoxies (Aves Apoxie Sculpt) for a stronger bond between colony base or tile and recipient substrate. For colonies with an attached rock base, place rock directly on prepared substrate and anchor with epoxy at multiple contact points.

10.3 Large Colonies (>40 cm) and Massive Pieces

- For larger masses, use quick-set masonry cement (Quikrete Quick-Setting) or a combination of mechanical anchors and epoxy. Position colony so weight is supported and contact points are maximized. Use stainless steel ground anchors where mechanical stability is required and permitted by regulatory agencies.

11. Mitigation for Non-Relocatable Corals

Any corals determined to be non-relocatable due to fragility, size, or attachment will be mitigated in accordance with FDEP and FWC Coral and Octocoral Mitigation and Relocation Recommendations. Mitigation may include outplanting replacement colonies at approved sites, participation in an approved coral mitigation program, or other restoration measures approved by DEP. All actions will be documented and reported to FDEP, including species, quantity, and mitigation measures taken.

12. Post-Relocation Monitoring & Success Criteria

Monitoring follows the FWC recommendations and consists of a baseline, short-term, and long-term monitoring program to quantify survival and condition.



WES Industries, Inc.

12.1 Monitoring Schedule

- Baseline: immediately following permanent placement (photo and descriptive record).
- Short-term: 1-month and 3-month post-relocation inspections.
- Mid-term: 6-month inspection.
- Long-term: 12-month inspection (final report).

12.2 Monitoring Metrics

- Presence/absence (survival), percent live tissue area (estimated or measured via photogrammetry), evidence of partial mortality, signs of disease or predation, stability of attachment (movement or dislodgement), epibiont overgrowth, and substrate condition (siltation, scour).

12.3 Success Criteria

- Primary success metric: $\geq 70\%$ mean survival of relocated corals at 12 months post-relocation, or equivalent thresholds agreed upon with FDEP/FWC. Species-specific expectations shall be considered (*Siderastrea* typically shows higher resilience; *Porites* has different thresholds) and will be detailed in monitoring reports.

12.4 Reporting

- An initial relocation summary will be submitted to FDEP within 30 days after permanent relocation describing methods, number and identity of colonies relocated, baseline condition, and final locations (maps and GPS). Interim monitoring summaries will be submitted after the 1- and 3-month checks. A comprehensive monitoring report summarizing findings from all inspections (including photo plates, survival statistics, and corrective actions taken) will be submitted within 60 days of the 12-month inspection.

13. Adaptive Management & Contingency Measures

If monitoring indicates unexpectedly high mortality or disease outbreak among relocated corals, WES Industries will coordinate immediately with FWC and FDEP to implement adaptive measures including, but not limited to:

- Re-attachment of dislodged colonies where feasible.
- Targeted cleaning (removal of sediment or algal overgrowth) and predator control (e.g., removal of corallivorous snails) where appropriate and permitted.
- Quarantine and remedial treatment of affected colonies in situ or in a controlled holding facility if required by FWC protocols.
- Reassessment of recipient site conditions and relocation of at-risk colonies to alternative recipient areas if necessary.

All adaptive actions will be documented with rationale, methods, and outcomes.

14. References

Florida Fish and Wildlife Conservation Commission. Coral and Octocoral Mitigation Relocation Recommendations. (FWC guidance document).

New Leaf Environmental, LLC. Benthic Resource Survey, Key West Aquarium. February 21, 2025.



April 11, 2025

Benthic Resource Survey City of Key West Aquarium, Key West, Florida

INTRODUCTION

New Leaf Environmental, LLC (NLE) is providing this report as a record of our assessment of the benthic and open water habitat within the survey area. The purpose of this assessment is to identify existing habitats for benthic resources within the proposed project area, consisting of all stony corals, seagrasses, mangroves, other invertebrates, sponges, macroalgae and fauna. This assessment is valid for the time at which it was written, and changing site conditions, proposed development, and surrounding site changes may affect the future validity of this assessment. This assessment does not cover resources other than those specifically described below. The benthic assessment was conducted by Michael McCoy, an environmental scientist with over 15 years of experience in conducting in-water benthic resource assessments in South Florida including the Florida Keys.

PROPOSED PROJECT DESCRIPTION

The intent of the proposed project is to construct new docks (viewing platforms) for use by patrons of the aquarium. The proposed project is shown on the attached Site Plan.

SITE DESCRIPTION AND LOCATION

The attached **Location Map** depicts the property and surrounding area. The project site is comprised of areas within an existing basin with established seawalls and an existing viewing platform currently in use by the aquarium as shown on the attached **Site Plan**. The site is located in Key West (Monroe County) along the western shoreline.

METHODOLOGY

This benthic resource assessment was conducted in general accordance with the Florida Keys National Marine Sanctuary (FKNMS) Resource Assessment Survey Protocols for Nearshore Construction Projects (November 30, 2022), the Florida Department of Environmental Protection's (FDEP's) Guidance on Surveys for Potential Impacts to Submerged Aquatic Vegetation (December 8, 2020), and related industry standards. An in-water assessment was conducted on February 21, 2025. The entire assessment area was observed, swimming in (visually determined) transects a maximum of six feet apart. Observations were recorded on a site map, with photos taken using a waterproof digital video camera. Density of seagrass beds observed was quantified using visual estimates and representative stem counts. No physical quadrats or transect lines were used. Locations of benthic resources were placed on the site map using visual indicators from locator photos and videos obtained throughout the survey area. The survey area is shown on the Site Plan and includes all proposed construction areas as well as a 10-foot buffer.

Modification – within the shark enclosure NLE utilized a 360-degree underwater video camera on a range pole with a reach of 22 feet, as in-water work was not possible due to safety concerns.

RESULTS

Representative photos are included in the attached Photo Log, resource locations are shown as markups on the attached Site Plan and on the attached resource tables (as applicable).

General Description of Riparian Property On Site

At the time of the survey the weather was sunny and cool (low 70's). Water visibility was approximately 15 feet. The riparian area consists of a developed basin with seawalls on three sides and a concrete cap, as well as an existing viewing platform. The area beneath the viewing platform (deck) is used as a shark enclosure, with PVC posts beneath the deck used as a fence to keep the shark contained. An overview photo of the riparian area is included in the photo log.

Substrate

The substrate throughout the assessment area consists of unconsolidated sand with occasional stones at the surface.

Stony Corals

There are numerous corals located within the assessment area, primarily on the seawall, the riprap bordering the seawall (used for stabilization of the wall), and scattered through the basin on rocks and sections of pipe that are at the surface. In total, 361 corals were found totaling 21,230 cm². The majority of corals found are lesser starlet (*Siderastrea radians*), with massive starlet (*Siderastrea siderea*), clubtip finger coral (*Porites porites*), and smooth star coral (*Solenastrea bournoni*) comprising minor components. Tables are provided which list each coral identified within the assessment area and which summarize the data based on species and size. Locations of the corals are depicted on the attached Site Plan, with 5-foot x 5-foot squares utilized to identify the approximate location of the corals. Color-coded dots were added to each of the location areas for a visual reference of the density of the corals observed within each area. The digital version of the coral table is available for download here:

<https://we.tl/t-EUTCyLosmi>

Seagrasses

No seagrasses were observed within the assessment area.

Mangroves

No mangroves were observed within the assessment area.

Other Invertebrates, Sponges, Macroalgae and Fauna

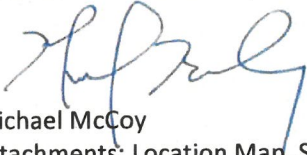
Numerous fish and other macrofauna were observed within the assessment area, including gray snapper (*Lutjanus griseus*), sergeant major fish (*Abudefduf saxatilis*), striped mojarra (*Eugerres plumieri*), sheepshead (*Archosargus probatocephalus*), pinfish (*Diplodus holbrookii*), ladyfish (*Elops saurus*), sandbar shark (*Carcharhinus plumbeus*), and green moray eel (*Gymnothorax funebris*). Invertebrates observed consist of split-crown feather duster worms (*Anamobaea oerstedii*) queen conch (*Aliger gigas*), sea urchin (*Arbacia punctulata*), and spiny lobster (*Panulirus argus*). Macroalgae was limited to filamentous algae and sargassum (*Sargassum* sp.).

ASSESSMENT OF IMPACTS, AVOIDANCE & MINIMIZATION, RELOCATION

Based on these observations, work within the project area as shown on the attached Site Plan could result in impacts to 284 corals with a total surface area of 16,740 cm². Actual disturbance from placement of pilings on the sea floor would likely not result in complete removal or destruction of all corals within the limits of construction, but comparison of exact location of corals to piling locations is not feasible, and construction methods may require disturbance to areas surrounding each piling. Accordingly, all corals within the project footprint were considered to be impacted.

Sincerely,

New Leaf Environmental, LLC



Michael McCoy


Attachments: Location Map, Site Plan, Photo Log

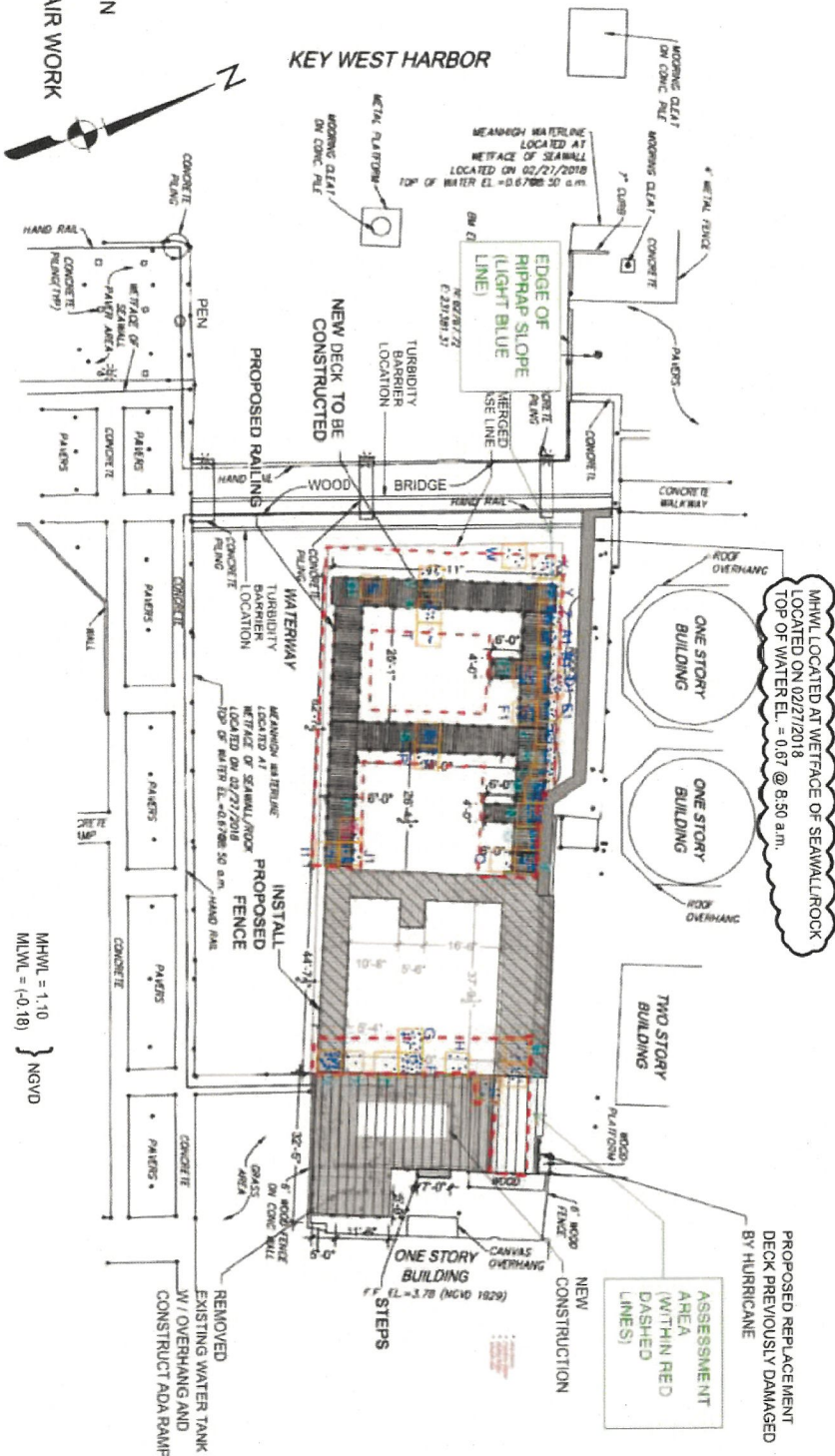


LOCATION MAP
KEY WEST AQUARIUM
LAT 24.559189 LON -81.807716
NEW LEAF ENVIRONMENTAL
APRIL 2025

MINING NOTES

NOTE: ALL FRAMING LUMBER SHALL BE SOUTHERN PINE, NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- LEGEND**
-  - PROPOSED NEW CONSTRUCTION
 -  - EXISTING DECK, POSSIBLE REPAIR WORK



PROPOSED SITE PLAN - REPAIR & NEW CONSTRUCTION

SCALE: N.T.S.

MHWL = 1.10
MLWL = (-0.18) } NGVD

Key West Aquarium	Coral Distribution by Size Class							
	0 to 5	6 to 10	11 to 19	20 to 29	30 to 39	40 to 49	TOTAL	
lesser starlet	206	100	13	1	0	0	320	
<i>Siderastrea radians</i>								
massive starlet	5	21	7	3	1	0	37	
<i>Siderastrea sideraea</i>								
clubtip finger coral	0	0	1	2	0	0	3	
<i>Porites porites</i>								
smooth star	0	0	0	1	0	0	1	
<i>Solenastrea bournoni</i>								
TOTALS	211	121	21	7	1	0	361	

Area	Coral species	Size Class (cm)	Height (min 1 cm)	Surface area cm ²	Surface area cm ² corals > 10cm	Location																
						Within Project Footprint						Buffer Area										
						Natural Substrate			Structures			Natural Substrate			Structures			Debris				
Impact	Relocate	Remain	Impact	Relocate	Remain	Impact	Relocate	Remain	Impact	Relocate	Remain	Impact	Relocate	Remain	Impact	Relocate	Remain					
		9	2	64	84				84													
									81													
									16													
									25													
									25													
K	lesser starlet	5	1	25	25																	
L	lesser starlet	6	1	36	87				36													
									87													
									9													
									4													
									4													
									2						4							
									2						4							
M	lesser starlet	7	1	49	87				49													
									25													
									10						87							
									1						87							
									12						137							
									3						9							
									4						16							
N	lesser starlet	8	1	64	117				16													
									117													
									81													
									16						81							
									64						16							
									4						4							
									4						16							
									9						81							
									8						64							
									10						87							
O	lesser starlet	9	1	81	122				36													
									122													
									36						122							
									1						36							
									12						122							
									1						122							
									8						64							
									7						49							
									5						25							
									6						36							
									3						9							
									4						16							
P	lesser starlet	3	1	16	84				9													
									84													
									9													
									2						84							
									1						36							
									6						36							
									8						64							

Location														
Area	Coral species	Size Class (cm)	Height (m/ft, 1 cm)	Surface area cm ²	Surface area cm ² corals > 10cm	Within Project Footprint			Buffer Area					
						Impact	Relocate	Remain	Impact	Relocate	Remain	Impact	Relocate	Remain
O	lesser starlet	4	1	16				16						
		9	3	16				100						
		4	1	16				16						
		4	1	16				16						
		4	1	16				16						
		6	1	36				36						
		P	clubbing finger coral	25	20		1392							
				4	1	16				16				
				4	1	16				16				
				6	1	36				36				
7	1			49				49						
6	1			36				36						
5	1			25				25						
5	1			25				25						
6	1			36				36						
7	1			49				49						
Q	lesser starlet	4	1	16							16			
		4	1	16							16			
R	lesser starlet	4	1	16										
		8	1	64				16						
		5	1	25				25						
		4	1	16				16						
		8	1	64				64						
		3	1	9				9						
		3	1	9				9						
		3	1	9				9						
		3	1	9				9						
		3	1	9				9						
S	lesser starlet	6	1	36										
		10	1	87				87						
		6	1	36				36						
		4	1	16				16						
		5	1	25				25						
		8	1	64				64						
		5	1	25				25						
		5	1	25				25						
		3	1	9				9						
		4	1	16				16						
T	massive starlet	36	12		1537									
		14	10		399									
		3	1	9				9						
	lesser starlet	3	1	9							9			
		3	1	9							9			
		9	3		100							100		

Photo 2. Overview of basin from existing viewing platform



Photo 3. Typical view of substrate

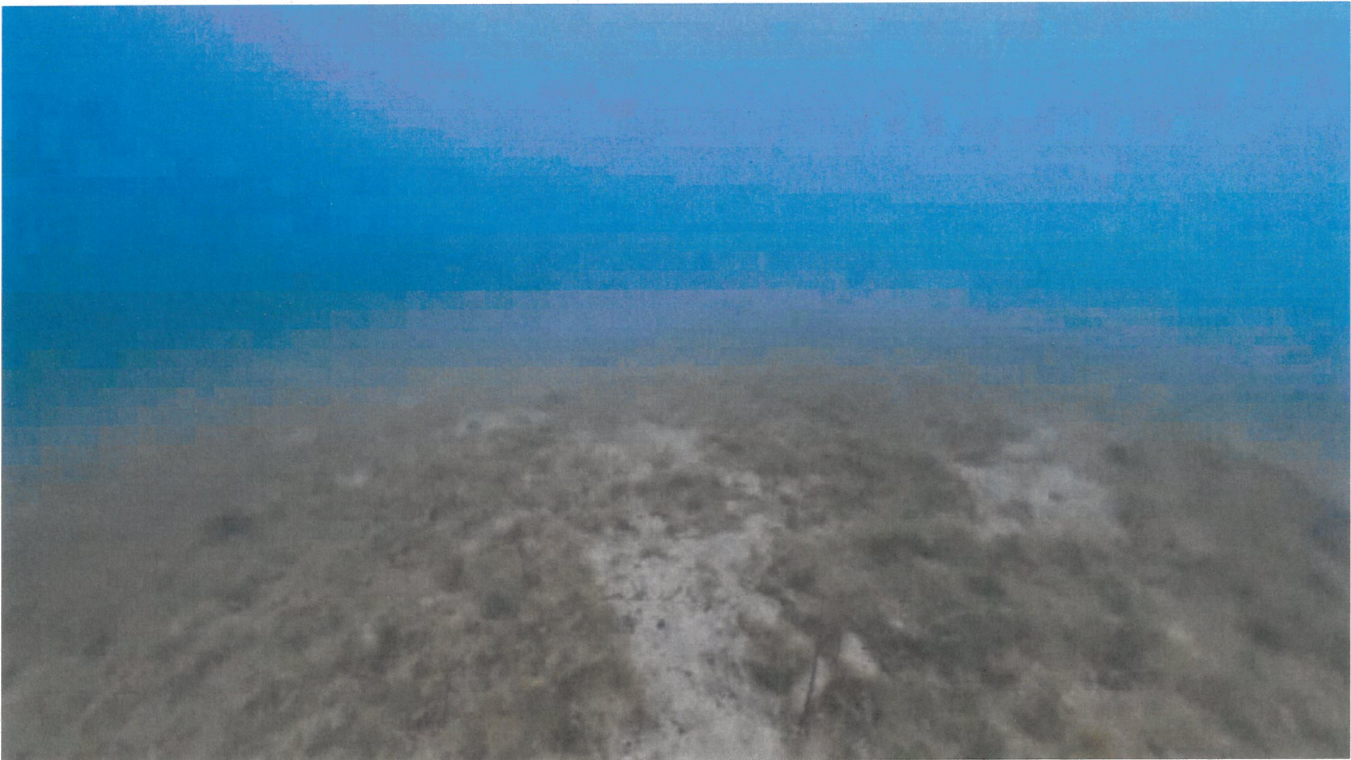


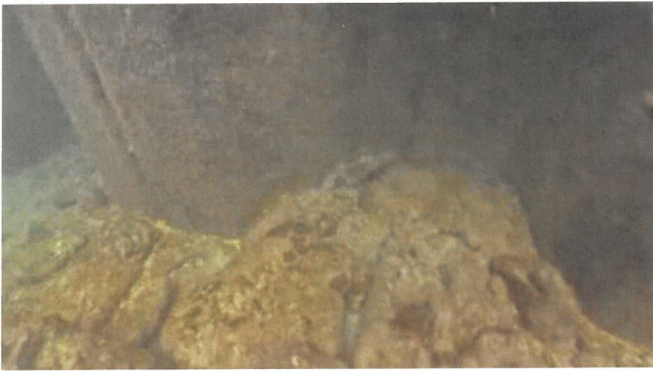
Photo 4. Fish within enclosure



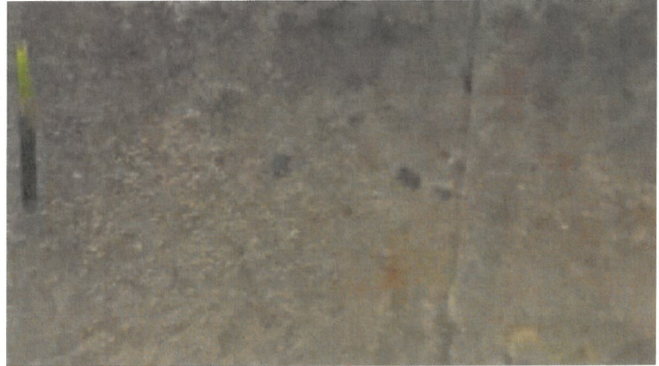
Photo 5. Shark within enclosure



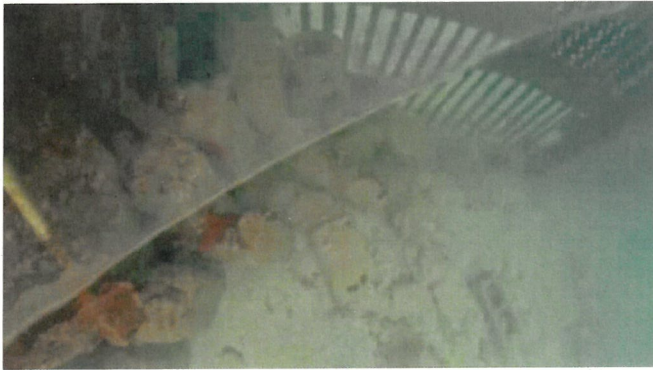
Coral Area A, typical view



Coral Area B, typical view



Coral Area C, typical view



Coral Area D, typical view



Coral Area E, typical view



Coral Area F, typical view



Coral Area G, typical view



Coral Area H, typical view



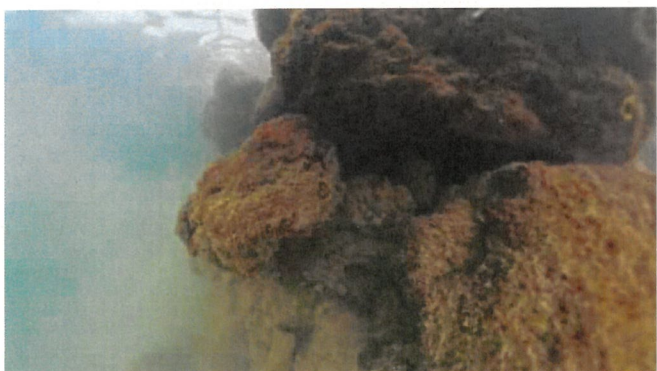
Coral Area I, typical view



Coral Area J, typical view



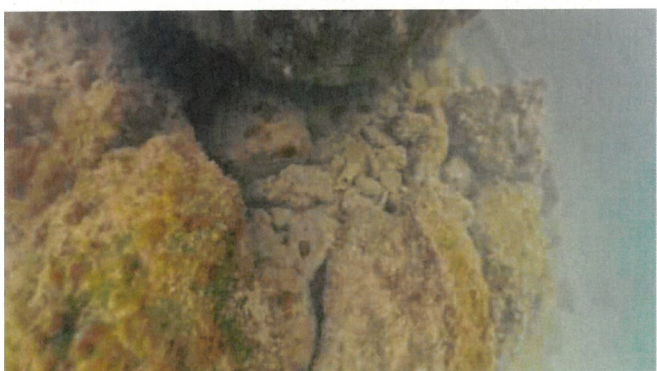
Coral Area K, typical view



Coral Area L, typical view



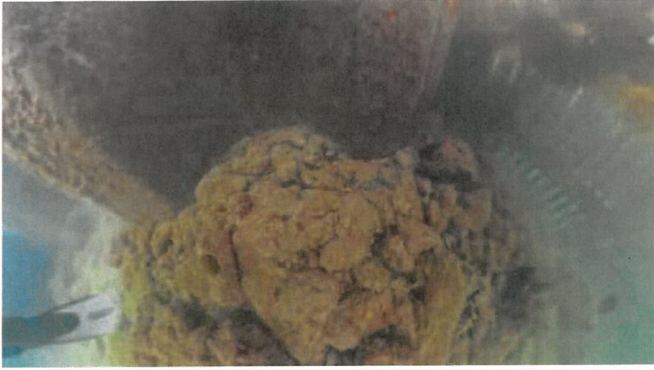
Coral Area M, typical view



Coral Area N, typical view



Coral Area O, typical view



Coral Area P, typical view



Coral Area Q, typical view



Coral Area R, typical view



Coral Area S, typical view



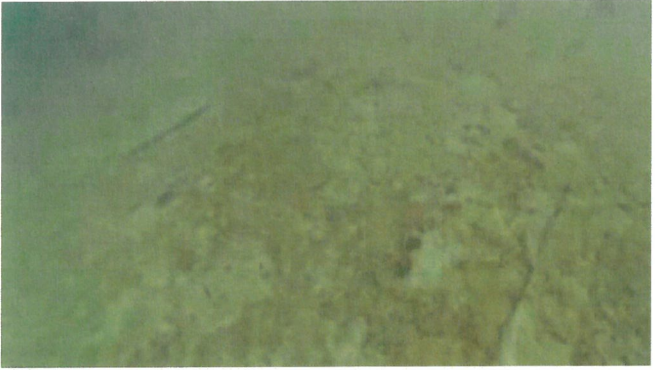
Coral Area T, typical view



Coral Area U, typical view



Coral Area V, typical view



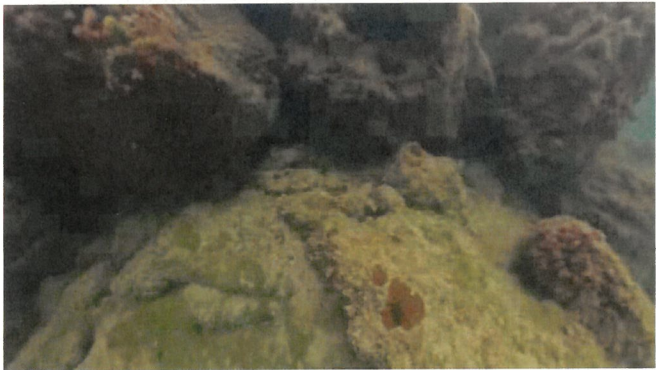
Coral Area W, typical view



Coral Area X, typical view



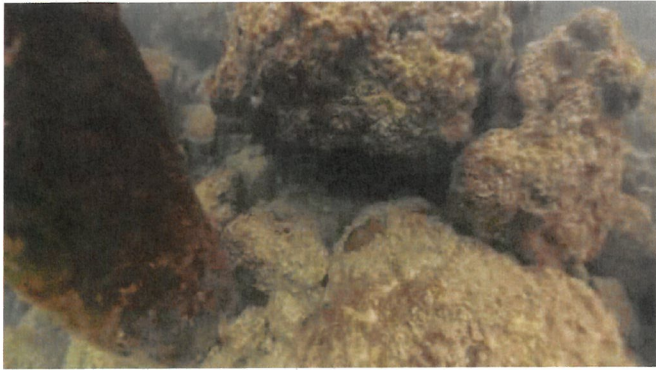
Coral Area Y, typical view



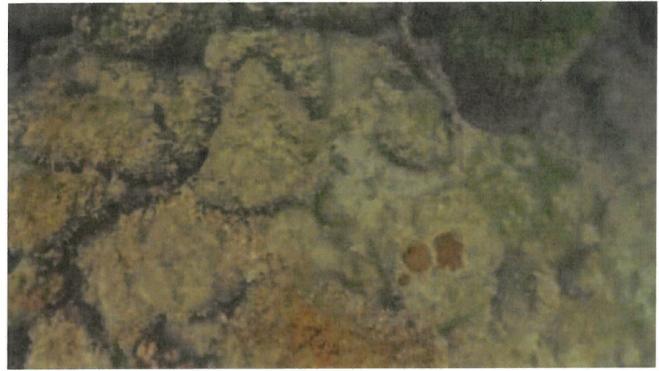
Coral Area Z, typical view



Coral Area A1, typical view



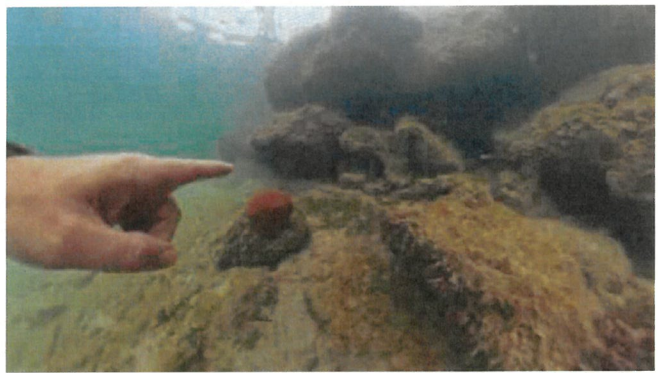
Coral Area B1, typical view



Coral Area C1, typical view



Coral Area D1, typical view



Coral Area E1, typical view



Coral Area F1, typical view



Coral Area G1, typical view



Coral Area H1, typical view



Coral Area I1, typical view



Coral Area J1, typical view



STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC